

Terms and Conditions

STANDARD CONDITIONS OF QUOTATION

- 1) Quotations are valid for 30 days from the date of issue unless otherwise noted on the "Quotation Document".
- 2) No element of this "Quotation Document" or LC Terms and Conditions may be excluded from any contract without prior written consent from LC. LC reserves the right to withdraw this quotation and abandon negotiations if alternative commercial arrangements are put forward that depart from these Terms and Conditions.
- 3) The quoted works include only the works as per the design drawing/s provided. No additional works have been allowed for unless specified in the "Quotation Document".
- 4) The design drawing/s form part of the "Quotation Document".
- 5) The quoted works include the nominated lengths as per the design drawing/s. *Should the nominated lengths on the design drawings be incorrect, then any additional quantities of cable or trenching required to complete the works will be charged at the rates specified on the "Bill of Quantities". This will be verified on site with the developer or an authorised representative.*
- 6) LC reserves the right to requote (or issue a variation for any previously accepted quotation) given the following circumstances:
 - a. A new version of a preliminary design drawing/s is issued.
 - b. A certified design is issued to replace a preliminary design drawing/s.
 - c. An amended design is issued to replace a certified design drawing/s.
 - d. A re-certified design drawing/s is issued.
 - e. Additional control measures are required to comply with Network Authority Summary Environmental Report
 - f. **Construction has not commenced within 30 days of quotation date**
 - g. Commercial arrangements are proposed which deviate from those set out in this quotation
- 7) All "Quotation Documents" are based on the design drawing/s provided and as such LC takes no responsibility for any design faults or errors.
- 8) LC will acknowledge acceptance of the "Quotation Document" when the document is signed and dated by a person with the authority to do so within the validity period. If, for any reason, this quotation is not signed and returned, LC will assume acceptance of all terms and conditions as set out in this quotation document if LC are directed to commence any part of the scope of work which this quotation relates to.
- 9) Upon receipt of the accepted quotation LC will assign a Project Manager. Your assigned Project Manager will contact you shortly afterwards and be your point of contact for construction tasks.
- 10) The Project Manager will be responsible for variations that may be required following the acceptance of the quotation.
- 11) Variations will be discussed with the Developer or their representative prior to the creation of a variation. LC requires all variations to be responded to within 5 working days from the date of issue.
The following will be deemed as accepting the variation:
 - a. Accepting/signing the variation (where indicated) and returning a copy to LC.
 - b. Discussion and verbal acceptance by a representative on site.
 - c. Not providing written advice that you will not accept the variation within 5 working days.
- 12) LC quotation does not allow for retaining walls constructed between lot boundaries. Variations will apply for loss of productivity due to the necessity of having to employ alternative work practices.
- 13) LC quotation does assume the site will be provided with kerb and gutter installed and footpath at finished level with no retaining walls, no fences, no stockpiles, no site sheds, no material storage or open excavations in place which hinder LC construction process. Variations will apply for loss of productivity due to the necessity of having to employ alternative work practices.
- 14) LC reserves the right to claim for purchases of materials awaiting installation (i.e. substations, street light columns, cable etc.). Copies of the supplier's order confirmation can be supplied to validate these claims. Holding and storage fees may apply.

- 15) Progress claims will be submitted monthly and are to be paid by the end of the following month (i.e. 30-day terms). Should payment fall into arrears, LC reserves the right to cease installation until payment is received and charge interest at a rate of 1.5% monthly.
- 16) Upon completion of the works, LC reserves the right to suspend the process of commissioning and procuring the Network Authority completion paperwork until all accounts, including retentions, are settled.
- 17) LC will apply the *Building and Construction Industry Security of Payment Act 1999* for overdue payments.
- 18) LC reserves the right to increase the price of substations and copper cables if there is a price change between Quotation submission and Construction commencement. Any price increase will be submitted to client for written approval prior to commencement.
- 19) Once the electrical assets are installed and works are completed, if the removal or replacement of any existing Telstra, Optus or other Communication infrastructure asset are responsible for holding up the Network Authority signing off the project, the client will be responsible for the liability of the electrical assets installed within the project.
- 20) Earthing requirements as per the electrical design. Rock will be a variation.
- 21) If there is a delay in handing over the asset to the network by any party other than Lindsay Civil, prolongation costs may be incurred. This includes delays caused by the Network Authority, Client/Developer, or other related parties, and encompasses issues such as outage delays, site access problems, and delays in revised plans or documentation.
- 22) Client agrees to compensate LC for any losses due the Network Authority cancelling outages or cancelling commissioning works outside of LC control, or failing to deliver or perform as per arrangements made with LC.
- 23) Once installed, electrical infrastructure materials and assets are the responsibility of the developer. Liability for theft or damage to the electrical assets will be the responsibility of the developer.
- 24) If an ENOA is sought, project completion must be at a minimum of 80%. Accounts up to 80% must be settled including retentions.
- 25) Lindsay Civil will supply subcontractors WHS pack in its own digital format for each project. Additional WHS administration costs including subscriptions to external WHS management systems and online orientation/induction fees will be charged by way of a variation.
- 26) Should alternative commercial arrangements be proposed, Lindsay Civil will require a minimum of 5 business days to review them.

STANDARD INCLUSIONS LIST

- 1) Trenching requirements for electrical including all plant and equipment, including compaction of trenches using our earthmoving machinery. Excess spoil to be stockpiled adjacent to trench.
- 2) Supply and installation of high and low voltage works as per design plan.
- 3) Supply and installation of substation as per design plan.
- 4) Supply and installation of earthing as per design plan.
- 5) Provision of electrical overhead works as required on the design drawing (excludes Telstra, Optus, Comms)

STANDARD EXCLUSIONS LIST

- 1) The following Network Owner Fees unless noted otherwise on the "Quotation Document":
 - a. Inspection Fees.
 - b. Spike and ID Fees.
 - c. Out of hours Fees.
 - d. Commissioning Fees.
 - e. Notification of Arrangement Fee.
- 2) Road crossings - *Cutting the road and installing the road crossing conduits, providing a stabilised backfill at a 14:1 ratio, and providing a cold-mix temporary reinstatement. Councils may have a long lead-time for final reinstatement, therefore the paying of reinstatement fees and coordinating such work will remain the client's responsibility.*
- 3) Under boring of any kind; roads, driveways, trees etc. - *Information obtained from services searches may exclude the possibility of under boring. Should this eventuate, then the responsibility of obtaining a new design plan (indicating an alternative) is to remain that of the client.*
- 4) Removal or replacement of any existing Telstra, Optus or other Communication infrastructure asset.

☎: 4648 1273 ✉: admin@lindsaycivil.com.au 📮: PO Box 104 Narellan NSW 2567
ABN: 16 122 141 708

If interfering with the execution of the electrical works they may require relocation, removing or replacing. LC does not include such work in the quotation, it will be the responsibility of LC's client.

- 5) Any rock excavation/removal (this will be charged at a commercial rate per cubic metre via variation).
- 6) Removal of trees and/or root ball from the excavation area.
- 7) Network Owner Leapfrog Development Fee (if applicable).
- 8) Obtaining road opening permits.
- 9) Council Fees (if applicable). - including application lodgements for roads and footpath openings.
- 10) Importing topsoil, turf or mulch for any area affected by the electrical construction works.
- 11) Reinstating any gardens, fences, barriers, that may be affected by the electrical construction works.
- 12) Any Private HV Switching Arrangement - *Should the Network Owner indicate that the works contain a non-Network Owned Asset, a private company will need to be engaged to provide a Private HV Switching Arrangement. Should this eventuate, a variation will be raised and forwarded to the Developer.*
- 13) Any Temporary Generator Supply including connection and disconnection costs - *If the Network Owner requires a "Temporary Generator" to be used as part of the electricity supply outage approval process, a variation will be raised and forwarded to the Developer.*
- 14) No allowance is included to stage the works (site re-establishment will apply if applicable).
- 15) No allowance has been included for geo-technical testing following LC's compaction of trenches if required by the Network Owner or Local Council Authority.
- 16) It is the Developers responsibility for the permanent reinstatement of driveways, roads and footpaths.
- 17) Providing a Survey Plan or Duct and Trench Drawing signed off by a registered surveyor as required by the Network Owner for the installation of ducting.
- 18) Signing off the duct trench and easement drawing as required by the Network Owner.
- 19) All surveying or pegging of lot boundaries or easements remains the responsibility of the Developer.
- 20) Contract Works insurance is the responsibility of the Developer.
- 21) Site Security is excluded. Developer to implement security measure to ensure the protection of installed assets.
- 22) Environmental protection requirements.
- 23) The use of any paid third party software for WHS or accounting purposes, including submission of claims via PayApps.

SITE REQUIREMENTS

- 1) Footpaths graded to the finished ground level to be provided to allow LC to install assets to the correct depth to achieve the minimum cover required as per the Network Owners construction standards.
- 2) To achieve final finished ground levels all or some of the following needs to occur:
 - a. Kerb and gutter to be installed and graded at the required gradient, from the kerb to the property boundary/s.
 - b. Finished levels via surveyors peg out. This is only applicable if fill is to be imported and not exported (i.e. LC has not quoted to excavate down to finished ground level before we start to excavate to the Network Owner's trench depth requirements).
 - c. The front property boundaries need to be pegged out. This enables LC to locate the electrical alignment to the Network Owners Construction Standards.
- 3) All easements need to be pegged out.
- 4) All ducting and road crossings duct other than those included in LC's "Quotation Document" need to be installed as shown on the electrical construction design drawing/s and inspected by the Network Owner. These installations must comply with the Network Owners construction standards (i.e. road crossing ducts or easement ducts as indicated on the design drawing/s) and must be signed by a registered surveyor at the developer's expense.
- 5) Site access to enable trenching activities to commence. This may require any of the following site-specific requirements:
 - a. Site keys (if applicable).
 - b. All obstacles such as trees and tree root balls need to be removed.
 - c. It could involve the removal of safety barriers/temporary construction fencing/site bins/portable toilets/vehicles/building materials/portable site sheds etc, if in the path of construction.
- 6) Site amenities including portable toilets and a clean water supply.

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Schedule of Rates

Plant Items

Excavators	Rate (per hour)
<i>*Rate includes Operator who is trained and authorised to work over live underground assets</i>	
20T Excavator	\$ 170
14T Excavator	\$ 150
8T Excavator	\$ 135
5T Excavator	\$ 130
Backhoe	\$ 125
Skidsteer	\$ 125
Trucks / Trailers	Rate (per hour)
Tipper	\$ 45
Tool Truck	\$ 50
Crane Truck	\$ POA

Float of Equipment not on site: Price on Application
Minimum hire of equipment NOT ON SITE = 8 hours

Non-Destructive Unit

6000 litre Dual Pressure Washer Truck.
Normal Operating Hours: Monday-Friday 6am-6pm. 30% loading for work outside of these hours.

Role	Rate
Operator	\$200 per hour
Additional Operator	\$100 per hour
Offsite disposal of non-contaminated spoil	\$170 per tonne

**Minimum hire out is 4 hours including travel*

Labour Items

**All trained and authorised to work on or near the electrical network*

Role	Rate (per hour)
Leading Hand / Supervisor with a ute only	\$ 140
Cable Layer	\$ 105
Cable Jointer / Electrician with a ute and hand tools	\$ 140
Qualified Spotter / Observer	\$ 100
Truck Driver	\$ 95
Plant Operator	\$100
Labourer	\$80
Apprentice	\$80

Penalty Rates on Labour

- Sunday rate = x 2
- Saturday rate = x 1.5 for the first 8 hours, x 2 for any additional hours
- Public holidays = x 2
- Stand down rate = 8 hours minimum at labour rate
- Consecutive nights = x 1.5
- Adhoc nights = x 2

Please Note: Subject to change without notice