



**Transport
for NSW**



Volume 6 of 6

**SYDNEY METRO CITY & SOUTHWEST
DEMOLITION CONTRACT**

Contract Number: SMCSW-131

Contract Schedules

Between

Transport for NSW

(PRINCIPAL)

ABN 18 804 239 602

and

Metropolitan Demolitions Pty Limited

(CONTRACTOR)

ABN 67 099 769 052

22 Giffnock Avenue Macquarie Park NSW 2113



Transport
for NSW



SYDNEY METRO CITY & SOUTHWEST
DEMOLITION CONTRACT SCHEDULES
Contract Number: SMCSW-131

PART E – SITE, PROPERTY AND THIRD PARTY REQUIREMENTS

Schedule E1. Site, Worksites and Related Drawings

(Clauses 1.1, 3.1 and 3.1A)

General

Without limiting any other provisions of this Contract, the Contractor must, in executing the Contractor's Activities, comply with the requirements set out in this Schedule E1.

The Contractor will be given access to the parts of the Site at the times set out in this Schedule E1, subject to the associated Conditions of Access and Use.

"Control" of an area of the Site means undertaking all the activities required to manage and control all access to and across areas of the Site, and maintaining the Contractor's Activities including the Temporary Works. Such activities will include managing, controlling and maintaining the security of all areas of the Site, conducting basic familiarisation and safety inductions for all those accessing an area of the Site (but not inductions specific to Other Contractor's work).

Site

The Site consists of the Demolition Sites listed in Table 1 below. The Demolition Sites are identified on the drawings set out in Attachment 1 to this Schedule E1 (**Site Access Schedule Drawings**).

Schedule E1 Part 1 - Site and Related Drawings

Table 1 – Site Drawings

Demolition Site Identified on Site Access Schedule Drawings	Drawing Number, Sheet Number and Revision	Drawing Title
MP – Martin Place Station Northern Site	NWRLSRT-RPS-SHC-SR-DWG-000003-D-INF-Demolition Plans - Sheet 4 of 7, Rev D	Sydney Metro City & Southwest, Demolition Contract – Site Access Schedule Drawings, MP – Martin Place Station Northern Site

Site Access and Use Conditions

- (a) Without limiting any other provisions of this Contract, the Contractor has Control of, and must Control, the Site including any part of a Demolition Site, commencing on the Access Date and under the conditions identified in Table 3.
- (b) The Contractor must comply with the following general conditions in relation to the Site and the specific requirements identified in the Table 3:
 - (i) the removal of any trees is prohibited unless prior written approval of the Principal's Representative is provided;
 - (ii) vehicle access to and from the Site, including the location of all entrances, points of access, turning restrictions, slip lanes, traffic volumes and weight

limits on local streets, hours of work and the like must comply with the Planning Approval and all other Authority Approvals;

- (iii) maintain vehicular and pedestrian access to public facilities, properties and businesses adjoining or adjacent to the Site at all times including adequate temporary hoarding. This shall include the removal of existing awnings over public lands, ensuring adequate visibility of the properties, and provision of temporary lighting and signage if required;
 - (iv) maintain the existing level of service of bus and taxi operations, loading zones, mail zones and DDA accessible parking spots at all times during the Contractor's Activities including where necessary temporary/permanent relocation to an alternative location as agreed with the relevant authorities;
 - (v) any site office facilities provided for the Principal as outlined in the Scope of Work and Technical Criteria (**SWTC**) must be provided when, and in the places, required by the Principal's Representative;
 - (vi) the Contractor must comply with the conditions of all leases, licences and easements under which the Principal, third party owner or any Authority is entitled (as against the owner of a part of the Site) to have access to a part of the Site including but not limited to those identified in Table 2;
 - (vii) the Contractor must protect all existing Utility Services within and adjacent to the Site in accordance with the requirements of the SWTC and respective utility companies;
 - (viii) separate the Site from the adjacent pedestrian pathways and operating vehicle traffic with hoarding, traffic and pedestrian barriers as nominated in the SWTC;
 - (ix) provide safe access for pedestrians at all times to maintain current levels of service along public pedestrian pathways; and
 - (x) minimise the net loss of parking spaces adjacent to the Site due to the Contractor's Activities.
- (c) The Contractor acknowledges that the Site may include vehicular driveways or access and egress points that are shared with property owners, their tenants, Interface Contractors and/or Other Contractors. The Contractor must not impede or interfere with the function and use of these driveways or access and egress points.

Schedule E1 Part 2 – Site Easements

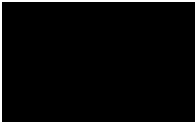
Table 2 - Registered Site Easements

Demolition Site	Site Identified on Site Access Schedule Drawings	Address	Registered Easements/Covenants/Restrictions
MP	Lot 2 / DP548142	5 Elizabeth St, Sydney	Easements burdening: Air vents (M301506) Water drainage (M301506) Support (M301506)

Demolition Site	Site Identified on Site Access Schedule Drawings	Address	Registered Easements/Covenants/Restrictions
			Air vent (DP647285) Easements benefiting: None Registered covenants or restrictions: Restriction(s) on the use of land (DP647285)
MP	SP13171	7 Elizabeth St, Sydney	Easements burdening: Party Wall (508852) Light (A885003) Easements benefiting: Light (A885003) Party Wall (508852) Registered covenants or restrictions: None
MP	Lot 1 / DP222356	55 Hunter St, Sydney	Easements burdening: None Easements benefiting: Air vents (M301506) (in DP548142) Water Drainage (M301506) (in DP548142) Support (M301506) (in DP548142) Air vents (DP647285) Registered covenants or restrictions: None
MP	Lot 1 / DP173027 Lot 1-2 / DP929227	8-12 Castlereagh St, Sydney	Easements burdening: Cross easements for support (508852 and 508853) (relating to 1/173027 and 1/929277) Easement for light (A885003) (relating to 1/173027) Easements benefiting: Easement for light (A885003) (relating to 1/173027) Registered covenants or restrictions: None

Schedule E1 Part 3 - Site Access Period and Conditions

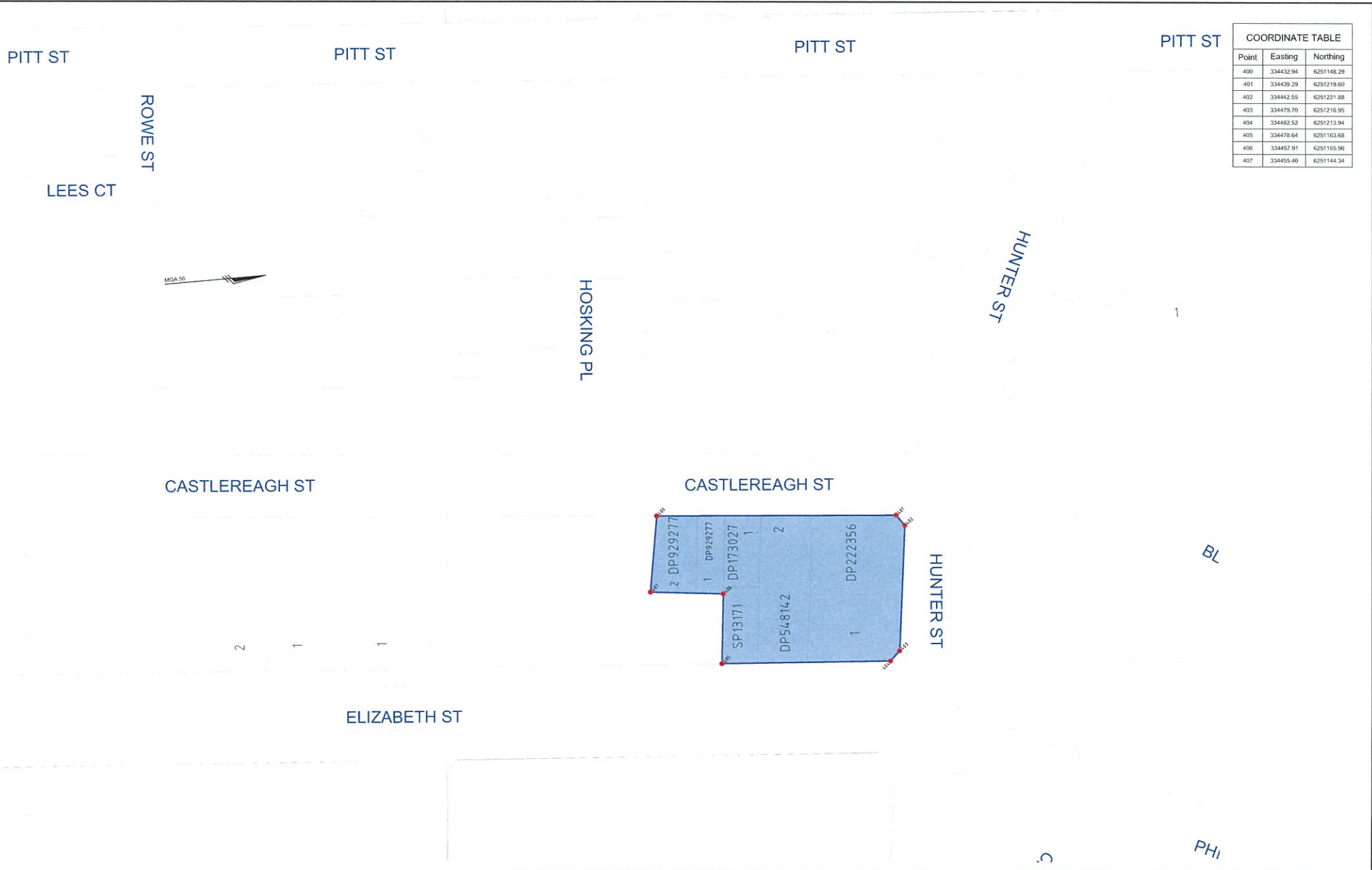
Table 3 – Site Access Period and Conditions

Work Package	Demolition Site	Site Identified on Site Access Schedule Drawings	Address	Access Period	Conditions of Access and Use
B	MP	Lot 2 / DP548142	5 Elizabeth St, Sydney		The Contractor must maintain existing traffic arrangements along Castlereagh Street, Hunter Street, Elizabeth Street and Bligh Street at all times or otherwise comply with the requirements of the RMS, Traffic Management Centre and City of Sydney Council as required and other relevant Authorities.
		SP13171	7 Elizabeth St, Sydney		
		Lot 1 / DP222356	55 Hunter St, Sydney		
		Lot 1 / DP173027 Lot 1-2 / DP929277	8-12 Castlereagh St, Sydney		



Attachment 1 - Site Access Schedule Drawings

The Demolition Sites listed in Table 1 above are identified on the drawings set out in this Attachment 1. Details of the deposited plans for each of the Site Access Schedule Drawings are set out in Exhibit 1.



COORDINATE TABLE		
Point	Easting	Northing
400	334432.94	6251148.29
401	334439.29	6251219.60
402	334442.55	6251221.88
403	334479.70	6251216.95
404	334482.52	6251213.94
405	334478.64	6251163.68
406	334457.91	6251165.96
407	334455.40	6251144.34

<p>3 01/08/2016 MOWBRAY HOUSE</p> <p>4 01/08/2016 ADDITION OF MOWBRAY HOUSE</p> <p>5 01/08/2016 REMOVE AREA OVER ROAD & CROSSING</p> <p>6 27/07/2016 FINAL VERSION</p>	<p>1:500 MGA 96</p> <p>NOT TO SCALE</p>	<p>LEGEND</p> <ul style="list-style-type: none"> Area boundary DEMOLITION AREA DEMOLITION AREA (AIR SPACE ONLY) DEMOLITION AREA OVER TRANSGRID TRANSMISSION LINE MOWBRAY HOUSE 	<p>NSW Transport for NSW</p> <p>2016</p> <p>2016</p> <p>2016</p> <p>2016</p>	<p>SYDNEY METRO CITY AND SOUTHWEST PR124856</p> <p>Demolition Contract - Site Access Schedule Drawings</p> <p>MP - Martin Place Station Northern Site</p> <p>NWRLSRT-RPS-SHC-SR-DWG-000003 - D - INF - Demolition Plans.dwg</p>	<p>D</p> <p>4 - 7</p> <p>A1</p>
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Transport
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SYDNEY METRO CITY & SOUTHWEST
DEMOLITION CONTRACT SCHEDULES
Contract Number: SMCSW-131

Schedule E2. Not Used

Schedule E3. Project Planning Approval and Conditions

(Clauses 1.1 and 2.3(c)(i))

The Planning Approval has been obtained by the Principal.

Insofar as they are applicable to the Contractor's Activities, the Contractor must fulfil all the conditions and requirements of the Planning Approval and Mitigation Measures, as if it were the Principal, except to the extent that the following tables identify the Principal will retain these obligations. Nothing specified as being a responsibility of the Principal will relieve the Contractor from complying with any obligation set out elsewhere in the Contract. The Contractor may apply to have any part of any of the Approvals or Mitigation Measures listed below modified. The Contractor acknowledges and agrees that it is solely responsible for any such modification.

Part A Planning Approval (based upon Conditions of Approval dated 9 January 2017)

The Conditions of Approval are set out in Attachment 1 to this Schedule E3. Table 1 below sets out the allocation of obligations in respect of the Conditions of Approval. A capitalised term in the table below has the meaning attributed to that term in the Conditions of Approval set out in Attachment 1 to Schedule E3.

The parties acknowledge and agree that in Planning Approval condition number A39 the references to condition numbers A35 and A36 should be read as references to condition numbers A37 and A38 respectively.

Table 1 Allocation of obligations for Conditions of Approval

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
A1	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
A2	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
A4	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
A5	The Principal will comply with this condition, relying on information in respect of the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to comply with this condition.
A7	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
A8	The Principal will comply with this condition with respect to all works except the Contractor's Activities.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
A9	The Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal. The Principal will submit the information provided by the Contractor, to the Secretary.
A10	The Principal will comply with this condition
A12	The Principal will prepare and submit to the Secretary a Staging Report. The Contractor will be provided this report, notified of the date of the submission to the Secretary, and notified whether or not their works commence the first stage as detailed in the report.
A13	The Principal will comply with this condition.
A14	The Principal will comply with this condition.
A15	The Principal will comply with this condition.
A21	The Principal will comply with this condition.
A22	The Principal will engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced ER. The Principal will be the single point of contact with the Secretary and provide the Contractor with the date the submission for approval is made, or any other timeframe relevant to this condition.
A23	The Principal will seek the approval of the ER with respect to the Demolition works and notify the Contractor of the approval date.
A24	The Principal and the Contractor will facilitate any actions necessary for the ER to carry out its obligations under this condition.
A25	The Principal will engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced Acoustic Advisor. The Principal will be the single point of contact with the Secretary and provide the Contractor with the date the submission for approval is made, or any other timeframe relevant to this condition.
A27	The Principal and the Contractor will facilitate any actions necessary for the Acoustics Advisor to carry out its obligations under this condition.
A28	The Principal will comply with this condition.
A29	The Principal will prepare and submit the Compliance Tracking Program to the Secretary and provide the Contractor with the date of this submission, or any other timeframe relevant to this condition.
A30	The Principal will lead the implementation of the Compliance Tracking Program (except where the program specifies the Contractor is responsible for internal

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
	surveillance activities) and be the single point of contact with the Secretary.
A31	The Principal will co-ordinate with the Contractor on the preparation of the Pre-Construction Compliance Report and be the single point of contact with the Secretary. The Principal will provide the Contractor with the date the report is submitted to the Secretary, or any other timeframe relevant to this condition. The contractor will provide any information required under the CTP and participate in any of the activities necessary under the CTP.
A32	The Principal will comply with this condition.
A33	The Principal will notify the Contractor of the Pre-Construction Compliance Report Approval once it is received from the Secretary.
A34	The Principal will co-ordinate with the Contractor on the preparation of the Pre-Construction Compliance Report and be the single point of contact with the Secretary.
A35	The Principal will comply with this condition.
A36	The Principal will comply with this condition.
A37	The Principal will provide the Contractor with the date the Environmental Audit Program is submitted to the Secretary, or any other timeframe relevant to this condition.
A39	The Principal will participate with the Contractor in any independent environmental audits on the Contractors activities.
A40	The Principal will comply with this condition, relying on information in respect of the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to comply with this condition.
A41	The Principal will comply with this condition, relying on information in respect of the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to comply with this condition.
A44	The Principal will comply with this condition, only in relation to the provision of information to the Secretary, relying on information in respect of the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to comply with this condition.
B1	The Principal will comply with this condition.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
B2	The Principal will comply with this condition.
B3	To the extent that the Contractor must not commence construction until the relevant timeframe has elapsed.
B6	The Principal will comply with this condition.
B7	The Principal will comply with this condition.
B8	The Principal will comply with this condition.
B9	The Principal will comply with this condition.
B10	The Principal will comply with this condition.
B11	The Principal will comply with this condition.
B12	The Principal will comply with this condition.
B13	The Contractor must undertake any actions required by SMDO to satisfactorily address complaints, resolve disputes or mitigate against the occurrence of future complaints or disputes.
B14	The Principal will comply with this condition.
B15	The Principal will comply with this condition in relation to B15 (a), (b) and (c).
C3	The Principal will comply with this condition in relation to any sub plans not identified as applicable in the SMR E.
C6	The Principal will comply with this condition, relying on information in respect of the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to comply with this condition.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
C7	The Principal will submit the CEMP for approval to the Secretary..
C9	The Principal will comply with this condition in relation to C9 (b), (c) and (d).
C11	The Principal will comply with this condition in relation to the Blasting Monitoring Plan.
C13	The Principal will submit the Construction Monitoring Programs for approval to the Secretary.
C14	The Principal will notify the Contractor of the Construction Monitoring Programs approvals once they are received from the Secretary.
C16	The Principal will submit the Construction Monitoring Programs for approval to the Secretary.
D1	The Principal will comply with this condition.
D2	The Principal will comply with this condition.
D3	The Principal will comply with this condition.
D4	The Principal will comply with this condition.
D5	The Principal will comply with this condition.
D6	The Principal will comply with this condition.
D7	The Principal will comply with this condition.
D8	The Principal will comply with this condition.
D9	The Principal will comply with this condition.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
D10	The Principal will comply with this condition.
D11	The Principal will comply with this condition.
D12	The Principal will comply with this condition.
D13	The Principal will comply with this condition.
D14	The Principal will comply with this condition.
E1	The Principal will comply with this condition.
E6	The Principal will submit the Tree Report to the Secretary.
E7	The Principal will comply with this condition.
E8	The Principal will comply with this condition.
E9	The Principal will comply with this condition.
E11	The Principal will comply with this condition.
E12	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E13	The Principal will comply with this condition. The Contractor must provide safe access reasonably required to enable compliance with this condition.
E14	The Principal will comply with this condition. The Contractor must provide safe access reasonably required to enable compliance with this condition.
E15	The Principal will, in conjunction with the Heritage Council of NSW and local councils, identify which items are to be salvaged and suitable repository locations. The Principal will advise the Contractor of items to be salvaged, by the Contractor

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
	and the location where salvaged items are to be delivered by the Contractor. The Principal will submit the written advice from the Heritage Council of NSW to the Secretary.
E16	The Principal will comply with this condition. The Contractor must provide safe access reasonably required to enable compliance with this condition.
E17	The Principal will comply with this condition.
E18	The Principal will comply with this condition.
E19	The Principal will comply with this condition.
E20	The Contractor must notify the Principal immediately that an unexpected heritage find is discovered and must cease work in the affected area until the Principal notifies the Contractor that work may recommence. The Principal will comply with this condition in all other respects.
E21	The Principal will comply with this condition.
E22	The Principal will comply with this condition.
E23	The Principal will comply with this condition.
E24	The Principal will comply with this condition.
E25	The Principal will comply with this condition.
E26	The Principal will comply with this condition.
E27	The Principal will comply with this condition.
E28	The Principal will comply with this condition with respect to all works except the Contractor's Activities.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
E29	The Principal will comply with this condition in relation to any notifications, relying on information in respect of the Works and the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to comply with this condition.
E32	The Principal will comply with this condition.
E33	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E35	The Principal will comply with this condition.
E36	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E40	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E41	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E42	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E43	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E44	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E45	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E47	The Principal will submit an out of hours work (OOHW) protocol for approval to the Secretary.
E48	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E49	The Principal will comply with this condition.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
E50	The Principal will comply with this condition
E51	The Principal will comply with this condition.
E52	The Principal will comply with this condition.
E53	The Principal will comply with this condition.
E54	The Principal will comply with this condition.
E55	The Principal will comply with this condition.
E56	The Principal will comply with this condition.
E57	The Principal will comply with this condition.
E58	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E59	The Principal will comply with this condition with respect to all works except the Contractor's Activities..
E60	The Principal will comply with this condition with respect to all works except the Contractor's Activities..
E61	The Principal will comply with this condition.
E62	The Principal will comply with this condition except for referring unresolved disputes in relation to property impacts caused by the Contractor's Activities.
E63	The Principal will comply with this condition.
E64	The Principal will comply with this condition, relying on information in respect of the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
	comply with this condition.
E66	The Principal will comply with this condition.
E67	The Principal will comply with this condition.
E68	The Principal will comply with this condition.
E69	The Principal will comply with this condition.
E70	The Principal will comply with this condition.
E71	The Principal will comply with this condition.
E72	The Principal will comply with this condition.
E73	The Principal will comply with this condition.
E74	The Principal will comply with this condition.
E75	The Principal will comply with this condition in relation to design and operation of the CSSI, and with respect to facilitating an improved level of service in relation to permanent and operational changes.
E76	The Principal will comply with this condition.
E77	The Principal will comply with this condition.
E78	The Principal will comply with this condition in respect to analysis and modelling of operational traffic and in relation to any incorporation into Interchange Access Plan(s).
E81	The Principal will prepare and submit the FCTMP. The contractor must comply with any relevant requirements of the FCTMP.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
E82	The Principal will comply with this condition with respect to all works except the Contractor's Activities..
E83	The Principal will comply with this condition with respect to all works except the Contractor's Activities..
E84	The Principal will comply with this condition.
E85	The Principal will comply with this condition with respect to all works except the Contractor's Activities
E86	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E87	The Principal will comply with this condition.
E88	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E89	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E90	The Principal will comply with this condition.
E91	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E92	The Principal will comply with this condition.
E93	The Principal will comply with this condition.
E94	The Principal will comply with this condition.
E95	The Principal will comply with this condition.
E96	The Principal will comply with this condition.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
E97	The Principal will comply with this condition.
E98	The Principal will comply with this condition.
E99	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E100	The Principal will comply with this condition.
E101	The Principal will comply with this condition.
E102	The Principal will comply with this condition.
E103	The Principal will comply with this condition.
E104	The Principal will comply with this condition.
E105	The Principal will comply with this condition.
E106	The Principal will comply with this condition with respect to all works except the Contractor's Activities
E107	The Principal will comply with this condition.
E108	The Principal will comply with this condition.
E109	The Principal will comply with this condition.

Part B - Mitigation Measures

The Mitigation Measures are set out in Attachment 2 to this Schedule E3. Table 2 below sets out the allocation of obligations in respect of the Mitigation Measures.

Table 2 Allocation of obligations of Mitigation Measures

Mitigation Measure Number	Extent of Principal's responsibility for the Mitigation Measures
T5	The Principal will comply with this condition.
T7	The Principal will retain obligations in relation Item 2 of this condition.
T16	The Principal will comply with this condition.
T17	The Principal will comply with this condition.
T18	The Principal will comply with this condition.
T20	The Principal will comply with this condition.
OpT1	The Principal will comply with this condition.
OpT2	The Principal will comply with this condition.
OpT3	The Principal will comply with this condition.
OpT4	The Principal will comply with this condition.
OpT5	The Principal will comply with this condition.
NV1	The Principal will retain obligations in relation to Item 2 of this condition
NV5	The Principal will comply with this condition.
NV6	The Principal and the Contractor will facilitate any actions necessary for the Acoustics Advisor to carry out its obligations under this condition.
OpNV1	The Principal will comply with this condition.
OpNV2	The Principal will comply with this condition.
OpNV3	The Principal will comply with this condition.
BI1	The Principal will comply with this condition.

Mitigation Measure Number	Extent of Principal's responsibility for the Mitigation Measures
BI2	The Principal will comply with this condition.
NAH1	The Principal will comply with this condition except where the physical removal and transportation of heritage fabric is required.
NAH2	The Principal will comply with this condition except where mitigation measures are required to be implemented.
NAH3	The Principal will comply with this condition.
NAH4	The Principal will comply with this condition for all other sites except Central Station.
NAH5	The Principal will retain obligations in relation to the provision of storage for salvaged heritage fabric for reuse by future Contractors.
NAH6	The Principal will comply with this condition.
NAH7	The Principal will comply with this condition.
NAH8	The Principal will comply with this condition.
NAH9	The Principal will comply with this condition.
NAH10	The Principal will comply with this condition.
NAH12	The Principal will comply with this condition.
NAH13	The Principal will comply with this condition.
NAH14	The Principal will comply with this condition.
NAH15	The Principal will comply with this condition.
NAH16	The Principal will comply with this condition.
NAH17	The Principal will comply with this condition.
NAH18	The Principal will comply with this condition.
AH1	The Principal will comply with this condition.
AH2	The Principal will comply with this condition.
AH3	The Principal will comply with this condition.

Mitigation Measure Number	Extent of Principal's responsibility for the Mitigation Measures
AH4	The Principal will comply with this condition.
AH5	The Principal will comply with this condition.
AH6	The Principal will comply with this condition.
LV7	The Principal will comply with this condition.
LV8	The Principal will comply with this condition.
LV9	The Principal will comply with this condition.
LV10	The Principal will comply with this condition.
LV11	The Principal will comply with this condition.
LV12	The Principal will comply with this condition.
LV13	The Principal will comply with this condition.
LV14	The Principal will retain obligations in relation to the provision of storage for salvaged sculptures for reinstatement by future Contractors.
LV15	The Principal will retain the obligation to lead consultation with City of Sydney and the provision of a storage location.
LV16	The Principal will comply with this condition.
LV17	The Principal will comply with this condition.
LV19	The Principal will comply with this condition.
GWG1	The Principal will comply with this condition.
GWG2	The Principal will comply with this condition.
SCW1	The Principal will comply with this condition.
SCW4	The Principal will comply with this condition.
SCW5	The Principal will comply with this condition.
SCW6	The Principal will comply with this condition.

Mitigation Measure Number	Extent of Principal's responsibility for the Mitigation Measures
SCW7	The Principal will comply with this condition.
SO1	The Principal will comply with this condition.
SO2	The Principal will comply with this condition.
B2	The Principal will comply with this condition.
B4	The Principal will comply with this condition.
FH1	The Principal will comply with this condition.
FH2	The Principal will comply with this condition.
FH3	The Principal will comply with this condition.
FH4	The Principal will comply with this condition.
FH5	The Principal will comply with this condition.
FH6	The Principal will comply with this condition.
FH7	The Principal will comply with this condition.
FH8	The Principal will comply with this condition.
FH9	The Principal will comply with this condition.
FH10	The Principal will comply with this condition.
AQ9	The Principal will comply with this condition.
HR4	The Principal will comply with this condition.
HR5	The Principal will comply with this condition.
WM5	The Principal will comply with this condition.
WR5	The Principal will comply with this condition.
SUS1	The Principal will comply with this condition.

Mitigation Measure Number	Extent of Principal's responsibility for the Mitigation Measures
SUS2	The Principal will comply with this condition.
SUS4	The Principal will comply with this condition.
SUS5	The Principal will comply with this condition.
SUS7	The Principal will comply with this condition.
SUS8	The Principal will comply with this condition.
SUS9	The Principal will comply with this condition.
SUS10	The Principal will comply with this condition.
CU1	The Principal will comply with this condition.



Transport
for NSW



SYDNEY METRO CITY & SOUTHWEST
DEMOLITION CONTRACT SCHEDULES
Contract Number: SMCSW-131

Attachment 1 to Schedule E3 – Conditions of Approval

Critical State Significant
Infrastructure
Sydney Metro City & Southwest
Chatswood to Sydenham
Conditions of Approval



Infrastructure approval

Section 115ZB of the *Environmental Planning & Assessment Act 1979*

I grant approval to the carrying out of the Critical State significant infrastructure (CSSI) referred to in Schedule 1, subject to the conditions in Schedule 2.

Minister for Planning

Sydney

9th January

2017

SCHEDULE 1

Application no.:	SSI 15_7400
Proponent: Approval Authority:	Transport for NSW Minister for Planning
Land:	Multiple properties and land comprised in Willoughby, Lane Cove, North Sydney, City of Sydney and Inner West Council areas.
Description of Critical State Significant Infrastructure:	Construction and operation of a metro rail line, approximately 16.5 kilometres long (of which approximately 15.5 kilometres is located in underground rail tunnels) between Chatswood and Sydenham, including the construction of a tunnel under Sydney Harbour, links with the existing rail network, seven metro stations, and associated ancillary infrastructure.
Declaration as Critical State Significant Infrastructure	The proposal is Critical State Significant Infrastructure by virtue of clause 5 of Schedule 5 of the <i>State Environmental Planning Policy (State and Regional Development) 2011</i> (NSW) and section 115V of the <i>Environmental Planning and Assessment Act 1979</i> (NSW).

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DEFINITIONS

The definitions below apply to terms used in this approval, unless otherwise stated or the context indicates otherwise.

Table 1: Definitions relevant to all CSSI projects

Term	Definition
Aboriginal object	The same meaning as in the <i>National Parks and Wildlife Act 1974</i> (NSW)
Ancillary facility	A facility established for construction of the project which will be decommissioned at the end of construction including an office and amenities compound, construction compound, material crushing and screening plant, materials storage compound, maintenance workshop, testing laboratory and material stockpile area
Annoying activities	As defined by the <i>Interim Construction Noise Guideline</i> to include: <ul style="list-style-type: none"> • use of 'beeper' style reversing or movement alarms, particularly at night-time • use of power saws, such as used for cutting timber, rail lines, masonry, road pavement or steel work • grinding metal, concrete or masonry • rock drilling • line drilling • vibratory rolling • rail tamping and regulating • bitumen milling or profiling • jackhammering, rock hammering or rock breaking • impact piling
CEMP	Construction Environmental Management Plan
Completion of construction	The date on which all construction works and activities described in the EIS as amended by the PIR are completed, all construction related requirements of the Secretary (if any) have been met
Consistency assessment	An assessment of whether a proposed activity for the purpose of the CSSI is consistent with the terms of this approval

Term	Definition
Construction	<p>Includes all physical work required to construct the CSSI, including demolition, other than the following low impact work:</p> <ul style="list-style-type: none"> (a) survey works including carrying out general alignment survey, installing survey controls (including installation of global positioning system (GPS)), installing repeater stations, carrying out survey of existing and future utilities and building and road dilapidation surveys; (b) investigations including investigative drilling and excavation; (c) heritage excavation and salvage works, subject to addressing related requirements of this approval, including Conditions E10-E27; (d) treatment of contaminated sites subject to the recommendations of a Site Contamination Report prepared in accordance with Condition E66. (e) establishment of ancillary facilities, except where demolition is required, in approved locations or in locations meeting the criteria identified in Condition A16 and Condition A18 of this approval, including constructing ancillary facility access roads and providing utilities to the facility; (f) operation of ancillary facilities if the ER has determined the operational activities will have minimal impact on the environment and community; (g) minor clearing and relocation of native vegetation, as identified in the EIS as amended by the description in the PIR; (h) installation of mitigation measures including erosion and sediment controls, temporary exclusion fencing for sensitive areas and acoustic treatments; (i) property acquisition adjustment works including installation of property fencing, and relocation and adjustments of utilities to property including water supply and electricity; (j) relocation and connection of utilities where the relocation or connection has a minor impact to the environment as determined by the ER; (k) archaeological testing under the <i>Code of practice for archaeological investigation of Aboriginal objects in NSW (DECCW, 2010)</i> or archaeological monitoring undertaken in association with (a)-(j) above to ensure that there is no impact on heritage items; (l) other activities determined by the ER to have minimal environmental impact which may include construction of minor access roads, temporary relocation of pedestrian and cycle paths and the provision of property access; and (m) maintenance of existing buildings and structures required to facilitate the carrying out of the CSSI. <p>However, where heritage items, or threatened species, populations or ecological communities (within the meaning of the EP&A Act) are affected or potentially affected by any low impact work, that work is construction, unless otherwise determined by the Secretary in consultation with OEH or DPI Fisheries (in the case of impact upon fish, aquatic invertebrates or marine vegetation).</p> <p>The low impact work described in this definition becomes construction with the approval of a Construction Environmental Management Plan</p>



Term	Definition
CSSI	The Critical State Significant Infrastructure, as generally described in Schedule 1, the carrying out of which is approved under the terms of this approval
Department	NSW Department of Planning and Environment
DPI	NSW Department of Primary Industries including DPI Agriculture, DPI Biosecurity and Food Safety, DPI Land and Natural Resources, DPI Water and DPI Fisheries
EIS	The <i>Sydney Metro City and Southwest Chatswood to Sydenham</i> Environmental Impact Statement dated 3 May 2016 submitted to the Secretary seeking approval to carry out the CSSI and as revised if required by the Secretary under the EP&A Act
EMS	Environmental Management System
EP&A Act	<i>Environmental Planning and Assessment Act 1979</i> (NSW)
EPA	NSW Environment Protection Authority
EPL	Environment Protection Licence under the POEO Act
ER	The Environmental Representative for the CSSI
Heritage Division	The Heritage Division of OEH
Heritage item	A place, building, work, relic, archaeological site, tree, movable object or precinct of heritage significance that is listed under one or more of the following registers: the State Heritage Register under the <i>Heritage Act 1977</i> (NSW), a heritage item registered under a Local Environmental Plan under the EP&A Act, the World, National or Commonwealth Heritage lists under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Commonwealth), and an Aboriginal object or Aboriginal place as defined in section 5 of the <i>National Parks and Wildlife Act 1974</i> (NSW)
ICNG	<i>Interim Construction Noise Guideline</i>
Incident	An occurrence or set of circumstances that causes, or threatens to cause, material harm to the environment, community or any member of the community, being actual or potential harm to the health or safety of human beings or to threatened species, endangered ecological communities or ecosystems that is not trivial <i>Note: This meaning of "material harm" applies for the purpose of this approval only</i>
Land	Has the same meaning as in the EP&A Act
Landowner	Has the same meaning as "owner" in the <i>Local Government Act 1993</i> and in relation to a building means the owner of the building
Minister	NSW Minister for Planning
Noise Management Level	As derived from the <i>Interim Construction Noise Guideline</i>
Non-residential zones	Any other zone than defined as <i>Residential zone</i> in this approval
NSW Heritage Council	Heritage Council of NSW
OEH	NSW Office of Environment and Heritage

Term	Definition
OEMP	Operational Environmental Management Plan
Operation	<p>The operation of the CSSI (whether in full or in part) for its intended purpose, excluding the following activities carried out during construction:</p> <ul style="list-style-type: none"> • commissioning trials of equipment; • temporary use of any part of the CSSI; and • maintenance works <p><i>Note: Construction and Operation are not mutually exclusive</i></p>
Over Station Development	Includes non-rail related development that may occupy land or airspace above, within or in the immediate vicinity of the CSSI but excluding spaces and interface works such as structural elements may be constructed as part of the CSSI to make provision for future developments
Perceptible level of vibration	The value identified in the Preferred Peak velocity (mm/s) column in Table C1.1 <i>Criteria for exposure to continuous and impulsive vibration in the Assessing Vibration: A technical guideline</i> (DEC 2006)
PIR	The <i>Sydney Metro City and Southwest Chatswood to Sydenham Submissions and Preferred Infrastructure Report</i> dated October 2016 submitted to the Secretary under the EP&A Act
POEO Act	<i>Protection of the Environment Operations Act 1997</i> (NSW)
Proponent	The person or organisation identified as the proponent in Schedule 1 of this approval
Registered Aboriginal Parties	As defined in the <i>Aboriginal cultural heritage consultation requirements for proponents 2010</i>
Relevant Council(s)	Any or all as relevant, Willoughby, Lane Cove, North Sydney, City of Sydney or Inner West
Relevant Road Authority	The same meaning as the Roads authorities defined in the <i>Roads Act 1993</i>
Relic	The same meaning as in the <i>Heritage Act 1977</i> (NSW)
Residential zones	As defined by the relevant Local Environment Plan including Zone R1 General Residential, Zone R2 Low Density Residential, Zone R3 Medium Density Residential, Zone R4 high Density Residential
RMS	NSW Roads and Maritime Services
Secretary	Secretary of the NSW Department of Planning and Environment or nominee, whether nominated before or after the date on which this approval was granted

Term	Definition
Sensitive receiver	Includes residences, educational institutions (including preschools, schools, universities, TAFE colleges), health care facilities (including nursing homes, hospitals), religious facilities (including churches), child care centres, passive recreation areas (including outdoor grounds used for teaching), active recreation areas (including parks and sports grounds), commercial premises (including film and television studios, research facilities, entertainment spaces, temporary accommodation such as caravan parks and camping grounds, restaurants, office premises, retail spaces and industrial premises), and others as identified by the Secretary
Sensitive periods	Period of time determined in consultation with affected sensitive receiver
SES	NSW State Emergency Services
TBM	Tunnel Boring Machine
TMC	Transport Management Centre of Transport for NSW
Tree	Long lived woody perennial plant greater than (or usually greater than) 3 m in height with one or relatively few main stems or trunks
Unexpected heritage find	A potential heritage item discovered (usually during construction) but not identified in the EIS or PIR, where assessment is required to determine if the item has heritage significance, or is an Aboriginal object. Unexpected heritage finds does not include human remains
Works	All physical activities to construct the CSSI

SUMMARY OF REPORTING REQUIREMENTS

Reports and notifications that must be provided to the Secretary under the terms of this approval are listed in **Table 3**.

Table 3: Reports and Notifications that must be submitted to the Secretary

Condition	Report / Notification	Timing ¹	Purpose
Part A – Administrative			
A7	As Required	As required	As required
A9	Consultation Completed	As required by Condition of Approval	As Required
A12	Staging Report	No later than one month before the commencement of construction (or operation if only staged operation is proposed) of the first of the proposed stages or within another timeframe agreed with the Secretary	Information
A17	Ancillary Facilities Management Plan	One month before installation of the relevant ancillary facilities	Approval

¹ Where a project is staged, all required approvals must be obtained before the commencement of the relevant stage.

Condition	Report / Notification	Timing ¹	Purpose
A21	Consideration of Alternatives – Victoria Cross	Before construction	Approval
A22	Approval of Environmental Representative	No later than one month before the commencement of works or another timeframe agreed with the Secretary	Approval
A24(f) A24(h)	ER Notified of Incident	As required by Condition of Approval 40	As required
A24(l)	Environmental Representative Report	Within seven days following the end of each month for the duration of works and construction or as otherwise agreed with the Secretary	Information
A25	Approval of Acoustic Advisor	Two months before commencement of works or within another timeframe agreed with the Secretary	Approval
A27(b) A27(f) A26(g)(iii) A26(g)(vi)	Noise and Vibration Reports	Monthly and within seven days following the end of each month for the duration of construction or as otherwise agreed with the Secretary	Information
A29	Compliance Tracking Program	Before commencement of works or within another timeframe agreed with the Secretary	Information
A31	Pre-Construction Compliance Report	No later than one month before commencement of construction or within another timeframe agreed with the Secretary	Information
A34	Construction Compliance Reports	Every 6 months from the date of the commencement of construction or within another timeframe agreed with the Secretary, for the duration of construction	Information
A35	Pre-Operation Compliance Report	No later than one month before commencement of operation or within another timeframe agreed with the Secretary	Information
A37	Environmental Audit Program	No later than one month before commencement of construction or within another timeframe agreed with the Secretary	Information
A40	Environmental Audit Report	Within 6 weeks of completing the audit, or within another timeframe agreed with the Secretary.	Information
A41	Notification of incident	As soon as possible and within 24 hours of any incident	Information
A44	Notification of incident notified to the EPA under the POEO Act	Within 24 hours of notifying the Environment Protection Authority (EPA)	Information
Part B - Communication Information and Reporting			
B3	Community Communication Strategy	No later than three months from the date of this approval or one month before commencement of any work, whichever is the latter	Approval
B8	Complaints Register	On request during on request within the timeframe stated in the request	Information
B11	Nomination of the Community Complaints Commissioner	Within one month of the date of this approval or within another timeframe agreed with the Secretary	Approval

Condition	Report / Notification	Timing ¹	Purpose
Part C - Construction Environmental Management			
C5	Agency requests for CEMP	Where not included in the CEMP with CEMP submission	Information
C6	CEMP sub-plans	With or subsequent to CEMP submission but no later than one month before commencement of construction	Approval
C7	CEMP	No later than one months before the commencement of construction	Approval
C11	NVBMP – Real Time Data	Department must be provided with access to real time monitoring data	Information
C12	Construction Monitoring Programs	Include information requested by agencies during consultation to the written satisfaction of the Secretary with Construction Monitoring Program	For information as required
C13	Construction Monitoring Programs	At least one month before commencement of construction or within another timeframe agreed with the Secretary	Approval
C16	Construction Monitoring Report	As specified in Construction Monitoring Program	Information
Part D - Operation Environmental Management			
D5	OEMP Sub-plans – Justification for not including Agency Comments	One month before commencement of operation or within another timeframe agreed with the Secretary	Information
D7	OEMP or EMS	No later than one month before commencement of operation or within another timeframe agreed with the Secretary	Information
D9	Ground-borne Noise Specialist	Ground borne noise specialist nominee must be submitted before the review commences	Approval
D9	Ground-borne Noise Review	The review must be submitted at least one month before the installation of track	As required for Information
D11	Approval of Independent Auditor	Within 15 months of the completion of construction, or any other timeframe as agreed with the Secretary, and prior to the Audit	Approval
D11	Operational Performance Audit	Within one month of the completion of the Audit or other timeframe as agreed with the Secretary	Information
D14	Operational Noise and Vibration Report	Within 3 months following the identification of an exceedance of the design objectives	Information
Part E – Key Issues			
Flora and Fauna			
E6	Tree Report	Before the removal, damage and/or pruning of any trees, including those affected by the site establishment works.	Information
E7	Assessment of potential impact to large fig at Blues Point Reserve	Any proposal to prune either canopy or tree roots of large fig tree at eastern end of Blues Point Reserve	Approval

Condition	Report / Notification	Timing ¹	Purpose
Heritage			
E13	Heritage Archival Recording Report	Within two years of completing the archival recording	Information
E18	Nominate an Excavation Director	Before excavation of archaeological management sites	Information
E20	Relic discovery	At the same time as the Heritage Council of NSW and of consultation outcome with the Heritage Council of NSW	As required
E21	Heritage Interpretation Plan	Before commencement of construction	Information
E27	Exhumation Management Plan	Before commencement of excavation works	Information
Noise and Vibration			
E32	Construction Noise and Vibration Strategy	At least one month before construction commences	Approval
E47	Out of Hours Work Protocol	Before construction commences for work not subject to an EPL	Approval
E53	Blast Management Strategy	One month before blasting commence	Information
E56	Notification of blasting schedule	Fortnightly and in advance of blasting schedule	Information
E62	Independent Property Impact Assessment Panel	Before relevant construction work commencing	Information
E63	Result of settlement monitoring	On request by Secretary	Information
E64 1(f)	Monitoring Results	As part of Compliance Tracking Reports	As Required
Contaminated Sites			
E68	Site Audit Statement and Site Audit Report	No later than one month before commencement of operation	Information
Sustainability			
E72	Sustainability Strategy	Within six months of the date of this approval or within another timeframe agreed with the Secretary	Information
Traffic, Transport and Pedestrian Access			
E76	Safety Audits	On request by Secretary	Information
E81	Construction Traffic Management Framework	No later than one (1) month before the commencement of construction or within any other timeframe agreed with the Secretary	Approval
E84	Investigation of non-road spoil haulage and material delivery	Before commencement and before completion of tunnel spoil generation as relevant	For information as required
E87	Safety audits	Available to the secretary on request	Information



Condition	Report / Notification	Timing ¹	Purpose
Interchange (Station) Access Plans			
E92	Interchange (Station) Access Plans	Before commencement of permanent aboveground facilities at any stations site.	For information as required
Station Design and Precinct Plan			
E101	Station Design and Precinct Plans (SDPP)	Before commencement of permanent aboveground work	Approval

SCHEDULE 2

PART A

ADMINISTRATIVE CONDITIONS

GENERAL

- A1 The CSSI must be constructed generally in accordance with the description of the CSSI in the EIS as amended by the description in the PIR and the terms of this approval.
- A2 The CSSI must be carried out in accordance with all procedures, commitments, preventative actions, performance criteria and mitigation measures set out in the EIS as amended by the PIR unless otherwise specified in, or required under, this approval.
- A3 In the event of an inconsistency between the EIS as amended by the description in Chapters 2, 3 and 9 of the PIR, or any other document required under this approval, and a term of this approval, the term of this approval prevails to the extent of the inconsistency. For the purpose of this condition, there will be an inconsistency between a term of this approval and any document if it is not possible to comply with both the term and the document.
- A4 Except to the extent described in the EIS or PIR, any over station development, including associated future uses, does not form part of this CSSI and will be subject to the relevant assessment pathway prescribed by the EP&A Act.
- A5 The Proponent must comply with all requirements of the Secretary in relation to:
- (a) the environmental performance of the CSSI;
 - (b) any document or correspondence;
 - (c) any notification given to the Secretary under the terms of this approval;
 - (d) any audit of the construction or operation of the CSSI;
 - (e) compliance with the terms of this approval (including anything required to be done under this approval); and
 - (f) the carrying out of any additional monitoring or mitigation measures.
- A6 In the event that there are differing interpretations of the terms of this approval, including in relation to a condition of this approval, the Secretary's interpretation is final.
- A7 Where the terms of approval provide the Secretary the discretion to alter the requirements of the approval, the Proponent must provide supporting evidence so that the Secretary can consider the need, environmental impacts and consistency of the alteration.
- Note: Inaction and/or expedience will not be supported as justifications for need unless it can be demonstrated that there is beneficial environmental impacts for the project and the affected environment.*
- A8 Without limitation, all strategies, plans, programs, reviews, audits, report recommendations, protocols and the like required by the terms of this approval must be implemented by the Proponent and in accordance with all requirements issued by the Secretary from time to time in respect of them.

- A9 Where the terms of this approval require consultation with identified parties, details of the consultation undertaken, matters raised by the parties, and how the matters were considered must accompany the strategies, plans, programs, reviews, audits, protocols and the like submitted to the Secretary.
- A10 This approval lapses five (5) years after the date on which it is granted, unless works for the purpose of the CSSI are physically commenced on or before that date.
- A11 The Proponent is responsible for any breaches of the conditions of this approval resulting from the actions of all persons that it invites onto any site, including contractors, sub-contractors and visitors.

STAGING

- A12 The CSSI may be constructed and operated in stages. Where staged construction or operation is proposed, a **Staging Report** (for either or both construction and operation as the case requires) must be prepared and submitted to the Secretary for information. The **Staging Report** must be submitted to the Secretary no later than one month before the commencement of construction of the first of the proposed stages of construction (or if only staged operation is proposed, one month before the commencement of operation of the first of the proposed stages of operation), or within another timeframe agreed with the Secretary.
- A13 The **Staging Report** must:
- (a) if staged construction is proposed, set out how the construction of the whole of the CSSI will be staged, including general details of work and other activities to be carried out in each stage and the general timing of when construction of each stage will commence;
 - (b) if staged operation is proposed, set out how the operation of the whole of the CSSI will be staged, including general details of work and other activities to be carried out in each stage and the general timing of when operation of each stage will commence;
 - (c) specify the relevant conditions of approval that apply to each stage and how compliance with those conditions will be achieved across and between each of the stages of the CSSI; and
 - (d) set out mechanisms for managing any cumulative impacts arising from the proposed staging.
- A14 The CSSI must be staged in accordance with the **Staging Report**, as submitted to the Secretary.
- A15 Where staging is proposed, the terms of this approval that apply or are relevant to the works or activities to be carried out in a specific stage must be complied with at the relevant time for that stage.

ANCILLARY FACILITIES

- A16 Ancillary facilities that are not identified by description and location in the EIS as amended by the PIR must meet the following criteria, unless otherwise approved by the Secretary:
- (a) the facility is development of a type that would, if it were not for the purpose of the CSSI, otherwise be exempt or complying development; or
 - (b) the facility is located as follows:
 - i. at least 50 metres from any waterway unless an erosion and sediment control plan is prepared and implemented so as not to adversely affect water quality in the waterway in accordance with Managing Urban Stormwater series;
 - ii. within or adjacent to land upon which the CSSI is being carried out unless it can be demonstrated that performance criteria established in this approval can be met and that there will be a reduction in impact at other sites and a reduction in the construction program;

- iii. with ready access to a road network;
- iv. to prevent heavy vehicles travelling on local streets or through residential areas in order to access the facility, except as identified in the EIS and amended by the PIR;
- v. on level land;
- vi. so as to be in accordance with the *Interim Construction Noise Guideline* (DECC 2009) or as otherwise agreed in writing with affected landowners and occupiers;
- vii. so as not to require vegetation clearing beyond the extent of clearing approved under other terms of this approval except as approved by the ER as minor clearing;
- viii. so as not to have any impact on heritage items (including areas of archaeological sensitivity) beyond the impacts identified, assessed and approved under other terms of this approval;
- ix. so as not to unreasonably interfere with lawful uses of adjacent properties that are being carried out at the date upon which construction or establishment of the facility is to commence;
- x. to enable operation of the ancillary facility during flood events and to avoid or minimise, to the greatest extent practicable, adverse flood impacts on the surrounding environment and other properties and infrastructure; and
- xi. so as to have sufficient area for the storage of raw materials to minimise, to the greatest extent practicable, the number of deliveries required outside standard construction hours.

A17 Before establishment of any ancillary facility that satisfies the criteria in Condition A16, the Proponent must prepare an **Ancillary Facilities Management Plan** which outlines the environmental management practices and procedures to be implemented for the establishment and operation of the ancillary facility. The **Ancillary Facilities Management Plan** must be prepared in consultation with the EPA and the relevant council(s) and submitted to the Secretary for approval one month before installation of the relevant ancillary facilities. The **Ancillary Facilities Management Plan** must detail the management of the ancillary facilities and include:

- (a) a description of activities to be undertaken during construction (including scheduling of construction);
- (b) a program for ongoing analysis of the key environmental risks arising from the activities described in subsection (a) of this condition, including an initial risk assessment undertaken before the commencement of construction of the CSSI; and
- (c) details of how the activities described in subsection (a) of this condition will be carried out to:
 - i. meet the performance outcomes stated in the EIS as amended by the PIR; and
 - ii. manage the risks identified in the risk analysis undertaken in subsection (b) of this condition.

A18 Minor ancillary facilities comprising lunch sheds, office sheds, and portable toilet facilities, that are not identified in the EIS as amended by the PIR and which do not satisfy the criteria set out in Condition A16 of this approval must satisfy the following criteria:

- (a) have no greater environmental and amenity impacts than those that can be managed through the implementation of environmental measures detailed in the CEMP required under Condition C1 of this approval; and
- (b) have been assessed by the ER to have:
 - i. minimal amenity impacts to surrounding residences and businesses, after consideration of matters such as compliance with the *Interim Construction Noise Guideline* (DECC 2009), traffic and access impacts, dust and odour impacts, and visual (including light spill) impacts;
 - ii. minimal environmental impact with respect to waste management and flooding; and
 - iii. no impacts on biodiversity, soil and water, and heritage items beyond those already approved under other terms of this approval.

- A19 Boundary fencing that incorporates screening must be erected around all ancillary facilities that are adjacent to sensitive receivers for the duration of construction unless otherwise agreed with Relevant Council(s), and affected residents, business operators or landowners.
- A20 Boundary screening required under Condition A19 of this approval must minimise visual, noise and air quality impacts on adjacent sensitive receivers.
- A21 The Proponent must undertake a further detailed analysis of alternative locations for construction of a services building to support Victoria Cross Station. The analysis must include a rigorous options assessment which considers constructability, property impacts, operational efficiency and comparative impacts, including construction and operational noise impacts in consultation with the Acoustics Advisor required by Condition A25. The analysis must be submitted to the Secretary and where the analysis identifies a better alternative to the Victoria Cross North site identified in the EIS, the Proponent must submit the recommendation to the Secretary for approval before commencement of construction at the Victoria Cross North construction site.

ENVIRONMENT REPRESENTATIVE

- A22 A suitably qualified and experienced Environmental Representative (ER) who is independent of the design and construction personnel must be nominated by the Proponent, approved by the Secretary and engaged for the duration of construction of the CSSI. Additional ERs may be engaged for the purpose of this condition in which case the obligations to be carried out by an ER under the terms of this approval may be satisfied by any ER that is approved by the Secretary. The details of nominated ER(s) must be submitted to the Secretary for approval no later than one month before the commencement of works, or within another timeframe agreed with the Secretary.
- A23 Works must not commence until an ER nominated under Condition A22 of this approval in respect of such works has been approved by the Secretary.
- A24 From commencement of construction until completion of construction, the approved ER must:
- receive and respond to communications from the Secretary in relation to the environmental performance of the CSSI;
 - consider and inform the Secretary on matters specified in the terms of this approval;
 - consider and recommend any improvements that may be made to work practices to avoid or minimise adverse impact to the environment and to the community;
 - review all documents required to be prepared under the terms of this approval, ensure they address any requirements in or under this approval and if so, endorse them before submission to the Secretary (if required to be submitted to the Secretary) or before implementation (if not required to be submitted to the Secretary);
 - regularly monitor the implementation of all documents required by the terms of this approval for implementation in accordance with what is stated in the document and the terms of this approval;
 - notify the Secretary of an incident in accordance with Condition A41 of this approval;
 - as may be requested by the Secretary, help plan, attend or undertake Department audits of the CSSI, briefings, and site visits;
 - if conflict arises between the Proponent and the community in relation to the environmental performance of the CSSI, follow the procedure in the **Community Communication Strategy** approved under Condition B3 of this approval to attempt to resolve the conflict, and if it cannot be resolved, notify the Secretary;
 - review any draft consistency assessment that may be carried out by the Proponent, and provide advice on any additional mitigation measures required to minimise the impact of the work;
 - consider any minor amendments to be made to the **CEMP**, **CEMP sub-plans** and monitoring programs that comprise updating or are of an administrative nature, and are consistent with

- the terms of this approval and the **CEMP**, **CEMP sub-plans** and monitoring programs approved by the Secretary and, if satisfied such amendment is necessary, approve the amendment. This does not include any modifications to the terms of this approval;
- (k) assess the impacts of minor ancillary facilities as required by Condition A18 of this approval; and
 - (l) prepare and submit to the Secretary and other relevant regulatory agencies, for information, a monthly **Environmental Representative Report** detailing the ER's actions and decisions on matters for which the ER was responsible in the preceding month (or other timeframe agreed with the Secretary). The **Environmental Representative Report** must be submitted within seven (7) days following the end of each month for the duration of works and construction of the CSSI, or as otherwise agreed with the Secretary.

ACOUSTICS ADVISOR

- A25 A suitably qualified and experienced Acoustics Advisor (AA), who is independent of the design and construction personnel, must be nominated by the Proponent and engaged for the duration of construction and for no less than six (6) months following operation of the CSSI.

The details of the nominated AA must be submitted to the Secretary for approval no later than one (1) month before commencement of works, or within another timeframe as agreed with the Secretary.

The Proponent must cooperate with the AA by:

- (a) providing access to noise and vibration monitoring activities as they take place;
 - (b) providing for review of noise and vibration plans, assessments, monitoring reports, data and analyses undertaken; and
 - (c) considering any recommendations to improve practices and demonstrating, to the satisfaction of the AA, why any recommendation is not adopted.
- A26 Any activities generating noise and vibration in excess of the Noise Management Level derived from the *Interim Construction Noise Guideline* must not commence until an AA, nominated under Condition A25 of this approval, has been approved by the Secretary.

- A27 The approved AA must:

- (a) receive and respond to communication from the Secretary in relation to the performance of the CSSI in relation to noise and vibration;
- (b) consider and inform the Secretary on matters specified in the terms of this approval relating to noise and vibration;
- (c) consider and recommend, to the Proponent, improvements that may be made to work practices to avoid or minimise adverse noise and vibration impacts;
- (d) review all noise and vibration documents required to be prepared under the terms of this approval and, should they be consistent with the terms of this approval, endorse them before submission to the Secretary (if required to be submitted to the Secretary) or before implementation (if not required to be submitted to the Secretary);
- (e) regularly monitor the implementation of all noise and vibration documents required to be prepared under the terms of this approval to ensure implementation is in accordance with what is stated in the document and the terms of this approval;
- (f) notify the Secretary of noise and vibration incidents in accordance with Condition A41 of this approval;
- (g) in conjunction with the ER, the AA must:
 - i. consider requests for out of hours construction activities and determine whether to endorse the proposed activities in accordance with Condition E47;

- ii. as may be requested by the Secretary or Complaints Commissioner, help plan, attend or undertake audits of noise and vibration management of the CSSI including briefings, and site visits;
- iii. if conflict arises between the Proponent and the community in relation to the noise and vibration performance during construction of the CSSI, follow the procedure in the Community Communication Strategy approved under Condition B3 of this approval to attempt to resolve the conflict, and if it cannot be resolved, notify the Secretary;
- iv. consider relevant minor amendments made to the CEMP, relevant sub-plans and noise and vibration monitoring programs that require updating or are of an administrative nature, and are consistent with the terms of this approval and the management plans and monitoring programs approved by the Secretary and, if satisfied such amendment is necessary, endorse the amendment. This does not include any modifications to the terms of this approval;
- v. assess the noise impacts of minor ancillary facilities as required by Condition A18 of this approval; and
- vi. prepare and submit to the Secretary and other relevant regulatory agencies, for information, a monthly Noise and Vibration Report detailing the AAs actions and decisions on matters for which the AA was responsible in the preceding month (or other timeframe agreed with the Secretary). The Noise and Vibration Report must be submitted within seven (7) days following the end of each month for the duration of construction of the CSSI, or as otherwise agreed with the Secretary.

COMPLIANCE TRACKING PROGRAM

- A28 A **Compliance Tracking Program** to monitor compliance with the terms of this approval must be prepared, taking into consideration any staging of the CSSI that is proposed in a **Staging Report** submitted in accordance with Condition A12 and Condition A13 of this approval.
- A29 The **Compliance Tracking Program** must be endorsed by the ER then submitted to the Secretary for information before the commencement of works or within another timeframe agreed with the Secretary.
- A30 The **Compliance Tracking Program** in the form required under Condition A28 of this approval must be implemented for the duration of construction and for a minimum of one (1) year following commencement of operation, or for a longer period as determined by the Secretary based on the outcomes of independent environmental audits, **Environmental Representative Reports** and regular compliance reviews submitted through **Compliance Reports**. If staged operation is proposed, or operation is commenced of part of the CSSI, the **Compliance Tracking Program** must be implemented for the relevant period for each stage or part of the CSSI.

CONSTRUCTION COMPLIANCE REPORTING

- A31 A **Pre-Construction Compliance Report** must be prepared and submitted to the Secretary for information no later than one month before the commencement of construction or within another timeframe agreed with the Secretary.
- A32 The **Pre-Construction Compliance Report** must include:
- (a) details of how the terms of this approval that must be addressed before the commencement of construction have been complied with; and
 - (b) the commencement date for construction.
- A33 Construction must not commence until the **Pre-Construction Compliance Report** has been submitted to the Secretary.

- A34 **Construction Compliance Reports** must be prepared and submitted to the Secretary for information every six (6) months from the date of the commencement of construction or within another timeframe agreed with the Secretary, for the duration of construction. The **Construction Compliance Reports** must include:
- (a) a results summary and analysis of environmental monitoring;
 - (b) the number of any complaints received, including a summary of main areas of complaint, action taken, response given and proposed strategies for reducing the recurrence of such complaints;
 - (c) details of any review of, and minor amendments made to, the **CEMP** as a result of construction carried out during the reporting period;
 - (d) a register of any consistency assessments undertaken and their status;
 - (e) results of any independent environmental audits and details of any actions taken in response to the recommendations of an audit;
 - (f) a summary of all incidents notified in accordance with Condition A41 and Condition A44 of this approval; and
 - (g) any other matter relating to compliance with the terms of this approval or as requested by the Secretary.

PRE-OPERATION COMPLIANCE REPORT

- A35 A **Pre-Operation Compliance Report** must be prepared and submitted to the Secretary for information no later than one month before the commencement of operation or within another timeframe agreed with the Secretary. The **Pre-Operation Compliance Report** must include:
- (a) details of how the terms of this approval that must be addressed before the commencement of operation have been complied with; and
 - (b) the commencement date for operation.
- A36 Operation of the CSSI must not commence until the **Pre-Operation Compliance Report** has been submitted for information to the Secretary.

AUDITING

- A37 An **Environmental Audit Program** for independent annual environmental auditing against the terms of this approval must be prepared in accordance with *AS/NZS ISO 19011:2014 - Guidelines for Auditing Management Systems* and submitted to the Secretary for information no later than one month before the commencement of construction or within another timeframe agreed with the Secretary.
- A38 The **Environmental Audit Program**, as submitted to the Secretary, must be implemented for the duration of construction and operation.
- A39 All independent environmental audits of the CSSI conducted under Conditions A35 and A36 must be conducted by a suitably qualified, experienced and independent team of experts in auditing and be documented in an **Environmental Audit Report** which:
- (a) assesses the environmental performance of the CSSI, and its effects on the surrounding environment;
 - (b) assesses whether the project is complying with the terms of this approval;
 - (c) reviews the adequacy of any document required under this approval; and
 - (d) recommends measures or actions to improve the environmental performance of the CSSI, and improvements to any document required under this approval.

- A40 The Proponent must submit a copy of the **Environmental Audit Report** to the Secretary with a response to any recommendations contained in the audit report within six (6) weeks of completing the audit, or within another timeframe agreed with the Secretary.

INCIDENT NOTIFICATION

- A41 The Secretary must be notified as soon as possible and in any event within 24 hours of any incident.
- A42 Notification of an incident under Condition A41 of this approval must include the time and date of the incident, details of the incident and must identify any non-compliance with this approval.
- A43 Any requirements of the Secretary or Relevant Public Authority (as determined by the Secretary) to address the cause or impact of an incident reported in accordance with Condition A41 of this approval, must be met within the timeframe determined by the Secretary or relevant public authority.
- A44 If statutory notification is given to the EPA as required under the POEO Act in relation to the CSSI, such notification must also be provided to the Secretary for information within 24 hours after the notification was given to the EPA.

PART B

COMMUNITY INFORMATION AND REPORTING

COMMUNITY INFORMATION, CONSULTATION AND INVOLVEMENT

- B1 A **Community Communication Strategy** must be prepared to facilitate communication between the Proponent, and the community (including Relevant Councils, adjoining affected landowners and businesses, and others directly impacted by the CSSI), during the design and construction of the CSSI and for a minimum of 12 months following the completion of construction of the CSSI.
- B2 The **Community Communication Strategy** must:
- (a) identify people or organisations to be consulted during the design and construction phases;
 - (b) set out procedures and mechanisms for the regular distribution of accessible information about or relevant to the CSSI;
 - (c) identify opportunities to provide accessible information regarding regularly updated site construction activities, schedules and milestones at each construction site including use of construction hoardings to provide information regarding construction, specific to the location;
 - (d) identify opportunities for the community to visit construction sites (taking into consideration workplace, health and safety requirements);
 - (e) involve construction personnel from each construction site in engaging with the local community;
 - (f) provide for the formation of issue or location-based community forums that focus on key environmental management issues of concern to the relevant community(ies) for the CSSI;
 - (g) set out procedures and mechanisms:
 - i. through which the community can discuss or provide feedback to the Proponent;
 - ii. through which the Proponent will respond to enquiries or feedback from the community; and
 - iii. to resolve any issues and mediate any disputes that may arise in relation to environmental management and delivery of the CSSI.
- B3 The **Community Communication Strategy** must be submitted to the Secretary for approval no later than three months from the date of this approval or one (1) month before commencement of any work, whichever is the latter.
- B4 Work for the purposes of the CSSI must not commence until the **Community Communication Strategy** has been approved by the Secretary, or within another timeframe agreed with the Secretary.
- B5 The **Community Communication Strategy**, as approved by the Secretary, must be implemented for the duration of the works and for 12 months following the completion of construction.

COMPLAINTS MANAGEMENT SYSTEM

- B6 A **Complaints Management System** must be prepared before the commencement of any works in respect of the CSSI and be implemented and maintained for the duration of works and for a minimum for 12 months following completion of construction of the CSSI.

- B7 The **Complaints Management System** must include a **Complaints Register** to be maintained recording information on all complaints received about the CSSI during the carrying out of any works associated with the CSSI and for a minimum of 12 months following the completion of construction. The **Complaints Register** must record the:
- (a) number of complaints received;
 - (b) number of people affected in relation to a complaint; and
 - (c) nature of the complaint and means by which the complaint was addressed and whether resolution was reached, with or without mediation.
- B8 The **Complaints Register** must be provided to the Secretary upon request, within the timeframe stated in the request.
- B9 The following facilities must be available within one (1) month from the date of this approval and for 12 months following the completion of construction and appropriately broadcast to collect community enquiries and complaints:
- (a) a 24 hour telephone number for the registration of complaints and enquiries about the CSSI;
 - (b) a postal address to which written complaints and enquires may be sent;
 - (c) an email address to which electronic complaints and enquiries may be transmitted; and
 - (d) place-based community manager for each of the station locations available to meet with community members on request.
- B10 The telephone number, postal address and email address required under Condition B9 of this approval must be published in a newspaper circulating in the local area and on site hoarding at each construction site before commencement of construction and published in the same way again before commencement of operation. This information must also be provided on the website required under Condition B15 of this approval.
- B11 A **Community Complaints Commissioner** that is independent of the design and construction personnel must be nominated by the Proponent, approved by the Secretary and engaged during all works associated with the CSSI. The nominated **Community Complaints Commissioner** must be submitted to the Secretary for approval within one month of the date of this approval or within another timeframe agreed with the Secretary.
- B12 The role of the **Community Complaints Commissioner** is to follow up on any complaint where a member of the public is not satisfied by the Proponent's response. Any member of the public that has lodged a complaint which is registered in the Complaints Management System identified in Condition B6 may ask the Community Complaints Commissioner to review the Proponent's response. The application must be submitted in writing and the Community Complaints Commissioner must respond within 28 days of the request being made or other specified timeframe agreed between the Complaints Commissioner and the member of the public.
- B13 The **Community Complaints Commissioner** will:
- (a) review the Proponent's unresolved disputes between the project and members of the public if the procedures and mechanisms under Condition B2(g)(iii) do not satisfactorily address complaints; and
 - (b) make recommendations to the Proponent to satisfactorily address complaints, resolve disputes or mitigate against the occurrence of future complaints or disputes.
- B14 The **Community Complaints Commissioner** will not act before the Proponent has provided an initial response to a complaint and will not consider issues such as property acquisition where other dispute processes are provided for in this approval, or clear government policy and resolution processes are available, or matters which are not within the scope of the CSSI.

PROVISION OF ELECTRONIC INFORMATION

B15 A website providing information in relation to the CSSI must be established before commencement of works and maintained for the duration of construction, and for a minimum of 12 months following the completion of construction or other timeframe as agreed with the Secretary. The following up-to-date information (excluding confidential, private and commercial information) must be published prior to the relative works commencing and maintained on the website or dedicated pages:

- (a) information on the current implementation status of the CSSI;
- (b) a copy of the documents listed in Condition A1 and Condition A2 of this approval, and any documentation relating to any modifications made to the CSSI or the terms of this approval;
- (c) a copy of this approval in its original form, a current consolidated copy of this approval (that is, including any approved modifications to its terms), and copies of any approval granted by the Minister to a modification of the terms of this approval;
- (d) a copy of any Environment Protection Licence required and obtained in relation to the CSSI; and
- (e) a current copy of each document required under the terms of this approval and any endorsements, approvals or requirements from the ER and Secretary, all of which must be published before the commencement of any works to which they relate or before their implementation as the case may be.

PART C

CONSTRUCTION ENVIRONMENTAL MANAGEMENT

CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

- C1 A **Construction Environmental Management Plan (CEMP)** must be prepared in accordance with the Construction Environmental Management Framework (CEMF) included in the PIR and the Department's *Guideline for the Preparation of Environmental Management Plans* to detail how the performance outcomes, commitments and mitigation measures specified in Chapter 11 of the PIR will be implemented and achieved during construction.
- C2 The **CEMP** must provide:
- (a) a description of activities to be undertaken during construction (including the scheduling of construction);
 - (b) details of environmental policies, guidelines and principles to be followed in the construction of the CSSI;
 - (c) a schedule for compliance auditing;
 - (d) a program for ongoing analysis of the key environmental risks arising from the activities described in subsection (a) of this condition, including an initial risk assessment undertaken before the commencement of construction of the CSSI;
 - (e) details of how the activities described in subsection (a) of this condition will be carried out to:
 - i. meet the performance outcomes stated in the EIS as amended by the PIR; and
 - ii. manage the risks identified in the risk analysis undertaken in subsection (d) of this condition;
 - (f) an inspection program detailing the activities to be inspected and frequency of inspections;
 - (g) a protocol for managing and reporting any:
 - i. incidents; and
 - ii. non-compliances with this approval and with statutory requirements;
 - (h) procedures for rectifying any non-compliance with this approval identified during compliance auditing, incident management or at any time during construction;
 - (i) a list of all the **CEMP sub-plans** required in respect of construction, as set out in Condition C3. Where staged construction of the CSSI is proposed, the **CEMP** must also identify which **CEMP sub-plan** applies to each of the proposed stages of construction;
 - (j) a description of the roles and environmental responsibilities for relevant employees and their relationship with the ER;
 - (k) for training and induction for employees, including contractors and sub-contractors, in relation to environmental and compliance obligations under the terms of this approval;
 - (l) for periodic review and update of the **CEMP** and all associated plans and programs.
- C3 The following **CEMP sub-plans** must be prepared in consultation with the relevant government agencies identified for each **CEMP sub-plan** and be consistent with the **CEMF** and **CEMP** referred to in Condition C1. The Construction Traffic Management Plan must also be prepared in accordance with the **Construction Traffic Management Framework** as required by Condition E81.

	Required CEMP sub-plan	Relevant government agencies to be consulted for each CEMP sub-plan
(a)	Noise and vibration	Relevant Council(s)
(b)	Biodiversity	OEH and Relevant Council(s)
(c)	Air quality	N/A

	Required CEMP sub-plan	Relevant government agencies to be consulted for each CEMP sub-plan
(d)	Soil and Water	DPI Water, Relevant Council(s), OEH, SES, NSW Fire and Rescue
(e)	Groundwater	DPI Water
(f)	Blasting	N/A
(g)	Heritage	Heritage Council (or its delegate) and Relevant Council(s)
(h)	Construction Traffic	Relevant Road Authorities, RMS, Sydney Coordination Office

- C4 The **CEMP sub-plans** must state how:
- (a) the environmental performance outcomes identified in the EIS as amended by the PIR as modified by these conditions will be achieved;
 - (b) the mitigation measures identified in the EIS as amended by the PIR as modified by these conditions will be implemented;
 - (c) the relevant terms of this approval will be complied with; and
 - (d) issues requiring management during construction, as identified through ongoing environmental risk analysis, will be managed.
- C5 The **CEMP sub-plans** must be developed in consultation with relevant government agencies. Where an agency(ies) request(s) is not included, the Proponent must provide the Secretary justification as to why. Details of all information requested by an agency to be included in a **CEMP sub-plan** as a result of consultation and copies of all correspondence from those agencies, must be provided with the relevant **CEMP sub-plan**.
- C6 Any of the **CEMP sub-plans** may be submitted to the Secretary along with, or subsequent to, the submission of the **CEMP** but in any event, no later than one (1) month before commencement of construction.
- C7 The **CEMP** must be endorsed by the ER and then submitted to the Secretary for approval no later than one (1) month before the commencement of construction or within another timeframe agreed with the Secretary.
- C8 Construction must not commence until the **CEMP** and all **CEMP sub-plans** have been approved by the Secretary. The **CEMP** and **CEMP sub-plans**, as approved by the Secretary, including any minor amendments approved by the ER, must be implemented for the duration of construction. Where the CSSI is being staged, construction of that stage is not to commence until the relevant **CEMP** and sub-plans have been approved by the Secretary.

CONSTRUCTION MONITORING PROGRAMS

- C9 The following **Construction Monitoring Programs** must be prepared in consultation with the relevant government agencies identified for each **Construction Monitoring Program** to compare actual performance of construction of the CSSI against predicted performance.

	Required Construction Monitoring Programs	Relevant government agencies to be consulted for each Construction Monitoring Program
(a)	Noise and Vibration	EPA and Relevant Council(s)
(b)	Blasting	EPA and Relevant Council(s)
(c)	Water Quality	EPA and Relevant Council(s)
(d)	Groundwater	DPI Water

- C10 Each **Construction Monitoring Program** must provide:
- (a) details of baseline data available;
 - (b) details of baseline data to be obtained and when;
 - (c) details of all monitoring of the project to be undertaken;
 - (d) the parameters of the project to be monitored;
 - (e) the frequency of monitoring to be undertaken;
 - (f) the location of monitoring;
 - (g) the reporting of monitoring results;
 - (h) procedures to identify and implement additional mitigation measures where results of monitoring are unsatisfactory; and
 - (i) any consultation to be undertaken in relation to the monitoring programs.
- C11 The **Noise and Vibration and Blast Monitoring Plan** must include provision of real time noise and vibration monitoring data. The real time data must be available to the construction team, Proponent, ER and AA. The Department and EPA must be provided with access to the real time monitoring data.
- C12 The **Construction Monitoring Programs** must be developed in consultation with relevant government agencies as identified in Condition C9 of this approval and must include, to the written satisfaction of the Secretary, information requested by an agency to be included in a **Construction Monitoring Programs** during such consultation. Details of all information requested by an agency including copies of all correspondence from those agencies, must be provided with the relevant **Construction Monitoring Program**.
- C13 The **Construction Monitoring Programs** must be endorsed by the ER and then submitted to the Secretary for approval at least one (1) month before commencement of construction or within another timeframe agreed with the Secretary.
- C14 Construction must not commence until the Secretary has approved all of the required **Construction Monitoring Programs**, and all relevant baseline data for the specific construction activity has been collected.
- C15 The **Construction Monitoring Programs**, as approved by the Secretary including any minor amendments approved by the ER, must be implemented for the duration of construction and for any longer period set out in the monitoring program or specified by the Secretary, whichever is the greater.
- C16 The results of the **Construction Monitoring Programs** must be submitted to the Secretary for information, and relevant regulatory agencies, for information in the form of a **Construction Monitoring Report** at the frequency identified in the relevant **Construction Monitoring Program**.
- C17 Where a relevant **CEMP sub-plan** exists, the relevant **Construction Monitoring Program** may be incorporated into that **CEMP sub-plan**.

PART D

OPERATIONAL ENVIRONMENTAL MANAGEMENT

OPERATIONAL ENVIRONMENTAL MANAGEMENT

- D1 An **Operational Management Plan (OEMP)** must be prepared in accordance with the Department's *Guideline for the Preparation of Environmental Management Plans* to detail how the performance outcomes, commitments and mitigation measures made and identified in the EIS as amended by the PIR as modified by these conditions will be implemented and achieved during operation. This condition does not apply if Condition D2 of this approval applies.
- D2 An **OEMP** is not required for the CSSI if the Proponent has an **Environmental Management System (EMS)** or equivalent as agreed with the Secretary, and can demonstrate, to the written satisfaction of the Secretary, that through the **EMS**:
- (a) the performance outcomes, commitments and mitigation measures, made and identified in the EIS as modified by the PIR and these conditions, and requirements specified in the conditions of this approval can be achieved;
 - (b) issues identified through ongoing risk analysis can be managed; and
 - (c) procedures are in place for rectifying any non-compliance with this approval identified during compliance auditing, incident management or any other time during operation.

- D3 Where an **OEMP** is required, the Proponent must include the following **OEMP sub-plans** in the **OEMP**:

	Required OEMP sub-plan	Relevant government agencies to be consulted for each OEMP sub-plan
(a)	Noise and vibration	EPA
(b)	Groundwater Management	EPA and DPI Water
(c)	Traffic and Transport	Sydney Coordination Office, Relevant Road Authority and non-private transport operators
(d)	Flooding and hydrology (including emergency response planning)	Directly affected landowners, OEH, DPI Water, SES and Relevant Council(s)

- D4 Each of the **OEMP sub-plans** must include the requirements set out in Condition D2 (a), (b) and (c).
- D5 The **OEMP sub-plans** must be developed in consultation with relevant government agencies as identified in Condition D3. Where an agency(ies) request(s) is not included in an **OEMP sub-plan**, the Proponent must provide the Secretary justification as to why. Details of all information requested by an agency to be included in an **OEMP sub-plan** as a result of consultation, including copies of all correspondence from those agencies, must be provided with the relevant **OEMP sub-plan**.
- D6 The **OEMP sub-plans** must be submitted to the Secretary as part of the **OEMP**.
- D7 The **OEMP** or **EMS** or equivalent as agreed with the Secretary, must be submitted to the Secretary for information no later than one (1) month before the commencement of operation unless another timeframe is agreed with the Secretary.

- D8 The OEMP or EMS or equivalent as agreed with the Secretary, as submitted to the Secretary and amended from time to time, must be implemented for the duration of operation and the OEMP or EMS must be made publicly available before the commencement of operation.

OPERATIONAL PERFORMANCE

Track Attenuation and Operational Ground-borne Noise Review

- D9 The Proponent must nominate, for the Secretary's approval, a ground-borne noise specialist who is independent of the design and construction personnel, to review:
- (a) the appropriateness of the proposed design (noise) objectives for ground-borne noise sensitive receivers; and
 - (b) predictions for operational ground-borne noise impacts, before the installation of track, in order to confirm the appropriate track attenuation required to meet the design (noise) objectives identified in (a).

The ground borne noise specialist must be submitted for the Secretary's approval before the review commences and the review must be submitted to the Secretary at least one month before the installation of track.

Urban Design and Landscaping

- D10 The ongoing maintenance and operation costs of urban design and landscaping items and works implemented as part of this approval must remain the Proponent's responsibility until satisfactory arrangements have been put in place for the transfer of the asset to the relevant entity. Before the transfer of assets, the Proponent will maintain items and works to the design standards established in the **Station Design and Precinct Plan** required by Condition E101.

Operational Performance Audit

- D11 Within 15 months of the completion of construction, or any other timeframe as agreed with the Secretary, the Proponent must commission an independent, qualified person or team to undertake an Operational Performance Audit of the CSSI. The independent person or team must be approved by the Secretary before commencement of the Audit. The Operational Performance Audit Report must be submitted to the Secretary within one month of the completion of the Audit or other timeframe agreed with the Secretary. The Audit must:
- (a) assess compliance with the requirement of this approval;
 - (b) assess the environmental performance of the CSSI against the predictions made and conclusions drawn in the EIS as amended by the PIR; and
 - (c) review the effectiveness of the environmental management of the CSSI, including any environmental impact mitigation.

OPERATIONAL MONITORING

Traffic

- D12 Traffic on local roads around each station must be monitored 12 months before the CSSI commences operation and for a period of no less than 12 months after commencement of operation. If monitoring indicates unacceptable traffic intrusion on local roads/streets as a result of operation of the CSSI beyond those that could reasonably be predicted in the EIS and/or Interchange Access Plan(s) in Condition E92, appropriate traffic management measures to mitigate the monitored impacts must be implemented following consultation with the Sydney Coordination Office and Relevant Road Authorities.

Noise and Vibration

- D13 The Proponent must prepare an **Operational Noise and Vibration Monitoring Program** to confirm that the operational noise and vibration levels meet the CSSI proposed design objectives as determined in the **Track Attenuation and Operational Ground-borne Noise Review** in Condition D9 following the commencement of operations.
- D14 Should the operational noise and vibration levels exceed the CSSI design objectives, the Proponent is to prepare a report, outlining actions that will be taken so that the CSSI meets the design objectives in the future. The report is to be prepared within three (3) months following the identification of the exceedance and be forwarded to the Secretary for information. All recommendations in the report must be implemented within three (3) months of the date of the report or as agreed with the Secretary.

PART E

KEY ISSUE CONDITIONS

SUBURBAN AND INTER-URBAN RAIL

- E1 The Proponent must manage operational and asset interface risks to ensure the successful operational integration of the CSSI and the heavy railway network and the protection of physical and operational Sydney Trains' assets and services during construction and operation.

UTILITIES AND SERVICES

- E2 Utilities, services and other infrastructure potentially affected by construction must be identified before works affecting the item, to determine requirements for access to, diversion protection, and/or support. The relevant owner and/or provider of services must be consulted to make suitable arrangements for access to diversion, protection, and/or support of the affected infrastructure as required. The Proponent must ensure that disruption to any service is minimised and be responsible for advising local residents and businesses affected before any planned disruption of service.
- E3 All excavations adjacent to RMS road infrastructure must meet the requirements of RMS Technical Direction (GTD 2012/0001) *Excavation adjacent to RMS infrastructure*.

MATERIALS STORAGE

- E4 Dangerous goods, as defined by the *Australian Dangerous Goods Code*, must be stored and handled strictly in accordance with:
- (a) all relevant Australian Standards;
 - (b) for liquids, a minimum bund volume requirement of 110% of the volume of the largest single stored volume within the bund; and
 - (c) the *Environment Protection Manual for Authorised Officers: Bunding and Spill Management* technical bulletin (EPA, 1997).

In the event of an inconsistency between the requirements listed from (a) to (c) above, the most stringent requirement shall prevail to the extent of the inconsistency.

AIR QUALITY

- E5 In addition to the performance outcomes, commitments and mitigation measures specified in PIR, all reasonably practicable measures must be implemented to minimise the emission of dust and other air pollutants during the construction and operation of the CSSI.

TREES

- E6 The CSSI must be designed to retain as many trees as possible and provide replacement trees such that there a net increase in the number of trees. The Proponent must commission an independent, experienced and suitably qualified arborist to prepare a comprehensive **Tree Report** before removing any trees as detailed in the EIS, as amended by the PIR and the terms of this approval. The **Tree Report** must include:
- (a) a visual assessment to note the condition of the tree(s) with inputs from the Design Review Panel, landscape architect, and construction team;

- (b) consideration of all options to avoid tree removal, including relocation of services, redesign or relocation of ancillary components (such as substations, fencing etc.) and reduction of standard offsets to underground services; and
- (c) measures to avoid tree removal, minimise damage to, and ensure the health and stability of those trees to be retained and protected. This includes details of any proposed canopy or root pruning, root protection zone, excavation, site controls on waste disposal, vehicular access, materials storage and protection of public utilities.

In the event that tree removal cannot be avoided, then replacement trees are to be planted within, or in close proximity to the CSSI or other location in consultation with the Relevant Councils and agreed by the Secretary. Replacement trees will be no smaller than a 75 litre pot size. A copy of the Tree Report must be submitted to the Secretary before the removal, damage and/or pruning of any trees, including those affected by the site establishment works. All recommendations of the Tree Report must be implemented by the Proponent, unless otherwise agreed by the Secretary.

The Tree Report may be prepared for the entire CSSI or separate reports may be prepared for individual areas where tree removal and/or pruning is proposed.

- E7 The large fig tree at the eastern end of Blues Point Reserve (approximate coordinates latitude:33.848764 and longitude: 151.204568) must be retained. Any proposal to prune either the canopy or roots of the tree must be submitted to the Secretary for approval and accompanied by an assessment of the potential impact to its long term viability by a suitably qualified arborist, consistent with Condition E6.

FLOODING

- E8 Measures identified in Chapter 11 of the PIR to maintain or improve flood characteristics must be incorporated into the detailed design of the CSSI. The incorporation of these measures into the detailed design, including modelling, must be reviewed and endorsed by a suitably qualified and experienced person in consultation with directly affected landowners and businesses, DPI Water, OEH, NSW State Emergency Service (SES) and Relevant Councils.
- E9 Flood information including flood reports, models and geographic information system outputs, and work as executed information from a registered surveyor certifying finished ground levels and the dimensions and finished levels of all structures within the flood prone land, must be provided to the relevant Councils, OEH and the SES. The Relevant Councils, OEH and the SES must be notified in writing that the information is available no later than one month following the completion of construction and be provided with that information. Information requested by the relevant Council, OEH or the SES must be provided no later than six months following the completion of construction or within another timeframe agreed with the Relevant Council(s), OEH and the SES.

HERITAGE

Non-Aboriginal Heritage

- E10 The Proponent must not destroy, modify or otherwise physically affect any Heritage item not identified in documents referred to in Condition A1.
- E11 The Proponent must design and construct the Sydney Yard Access Bridge so as to minimise its impact on the heritage value of Mortuary Station. The design must address the design objectives and principles identified in section 2.5 of the PIR.
- E12 Bus shelters to be temporarily removed at Victoria Cross and Blues Point must be reinstated prior to operation, in consultation with North Sydney Council.

Heritage Archival and Salvage

- E13 The Proponent must prepare a **Heritage Archival Recording Report**, including photographic recording of the heritage items identified in documents referred to in Condition A1.

Archival recording must include but not be limited to the following heritage items:

- (a) any component of the Blues Point Waterfront Group and the McMahons Point South heritage conservation area to be directly affected or altered, including vegetation and significant landscape features;
- (b) Hickson Road wall in the vicinity of proposed ventilation risers and skylights for Barangaroo Station or any other project elements to be located in front of the Hickson Road wall;
- (c) Martin Place, between Elizabeth and Castlereagh Streets, Sydney;
- (d) the Rolling Stock Officers' Garden, Rolling Stock Officers' Building and Cleaners' Amenities Building in Sydney Yard and any other component of the Sydney Terminal and Central Railway Stations group to be removed or altered; and
- (e) views from Mortuary Station before construction of the Sydney Yard Access Bridge.

The archival recording must be undertaken by a suitably qualified heritage specialist and prepared in accordance with NSW Heritage Office's *How to Prepare Archival Records of Heritage Items* (1998) and *Photographic Recording of Heritage Items Using Film or Digital Capture* (2006).

Within two (2) years of completing the archival recording, or any other later time agreed by the Secretary, the Proponent must submit the **Heritage Archival Recording Report** to the Department, the OEH, Heritage Council of NSW, Relevant Council(s), relevant local libraries and local historical societies in the respective local government area(s).

- E14 In addition to the archival recording as required by Condition E13, the Proponent must, prior to demolition, undertake external photography of all buildings and structures to be demolished, in consultation with and to the standards of the relevant Council. The recordings must be made available to the relevant Council.

- E15 The Proponent must salvage items of heritage value from heritage listed buildings and structures to be demolished before demolition, and assess options for its sympathetic reuse (including integrated heritage displays) on the project or other options for repository, reuse and display. Suitable repository locations must be established in consultation with Relevant Council(s). Any State listed items or elements suitable for salvage must be determined in consultation with the Heritage Division of the OEH.

- E16 The Proponent must prepare a **Salvage Report**, including photographic recording of the heritage items identified for salvage in documents referred to in Condition A1. The **Salvage Report** must include:

- (a) the internal heritage fabric removed from within the curtilage of Mowbray House, Chatswood;
- (b) the interior, exterior and setting of the shop at 187 Miller Street, North Sydney;
- (c) the fabric and setting of the North Sydney bus shelters;
- (d) the interior, exterior and setting of the 'Flat Building' at 7 Elizabeth Street, Sydney;
- (e) the heritage fabric of the existing Martin Place Station affected by the project; and
- (f) directly impacted parts of the Congregational Church at Waterloo.

Archaeology

E17 **The Archaeological Assessment Research Design Report (AARD)** in the PIR must be implemented. Final Archaeological Method Statements must be prepared in consultation with the Heritage Council of NSW (or its delegate) before commencement of archaeological excavation works. The final methodology must:

- (a) provide for the detailed analysis of any heritage items discovered during the investigations;
- (b) include detailed site specific archaeological management and artefact management strategies;
- (c) include cored soil samples for soil and pollen for the Pitt Street site within the Tank Stream Valley; and
- (d) provide for a sieving strategy.

E18 Before excavation of archaeological management sites, the Proponent must nominate a suitably qualified Excavation Director who complies with the Heritage Council of NSW's *Criteria for Assessment of Excavation Directors* (July 2011) to oversee and advise on matters associated with historic archaeology and advise the Department and OEH.

Where archaeological excavation is required, the Excavation Director must be present to oversee excavation and advise on archaeological issues. The Excavation Director must be given the authority to advise on the duration and extent of oversight required as informed by the provisions of the approved AARD and Excavation Methodology.

A final archaeological report must be submitted to the Heritage Council of NSW within two (2) years of the completion of archaeological excavation on the project. The report must include information on the entire historical archaeological program relating to the CSSI.

E19 An **Unexpected Heritage Finds Procedure** must be prepared:

- (a) to manage unexpected heritage finds in accordance with any guidelines and standards prepared by the Heritage Council of NSW or OEH; and
- (b) by a suitably qualified and experienced heritage specialist.

The procedure must be included in the **AARD** and must be implemented for the life of the project.

E20 In the event that a Relic is discovered, relevant construction must cease in the affected area and the **Excavation Director** must be notified and assess the finds, identify their significance level and provide mitigation advice according to the significance level and the impact proposed. Depending on the significance of the find, the Excavation Director must attend the site.

The Secretary must be notified at the same time as the Heritage Council of NSW (or its delegate) of any Relic found.

An **Archaeological Relic Management Plan** specific to the Relic must be prepared in consultation with the Heritage Council of NSW (or its delegate) to outline measures to be implemented to avoid and/or minimise harm to and/or salvage the Relic.

Construction in the vicinity of the discovery must not recommence until the requirements of the ARMP have been implemented, in consultation with the **Excavation Director**. The Proponent must notify the Secretary in writing of the outcome of consultation with the Heritage Council of NSW.

Heritage Interpretation

- E21 The Proponent must prepare a **Heritage Interpretation Plan** which identifies and interprets the key Aboriginal and Non-Aboriginal heritage values and stories of heritage items and heritage conservation areas impacted by the CSSI. The **Heritage Interpretation Plan** must inform the **Station Design and Precinct Plan** referred to in Condition E101. The **Heritage Interpretation Plan** must be prepared in accordance with the *NSW Heritage Manual*, the *NSW Heritage Office's Interpreting Heritage Places and Items: Guidelines* (August 2005), and the *NSW Heritage Council's Heritage Interpretation Policy* and include, but not be limited to:
- (a) a discussion of key interpretive themes, stories and messages proposed to interpret the history and significance of the affected heritage items and sections of heritage conservation areas including, but not limited to the Central Station and Martin Place Station Precincts;
 - (b) identification and confirmation of interpretive initiatives implemented to mitigate impacts to archaeological Relics, heritage items and conservation areas affected by the CSSI including;
 - i. use of interpretative hoardings during construction
 - ii. community open days
 - iii. community updates
 - iv. station and precinct design; and
 - (c) Aboriginal cultural and heritage values of the project area including the results of any archaeological investigations undertaken.

The **Heritage Interpretation Plan** must be prepared in consultation with the Heritage Council of NSW (or its delegate), Relevant Councils and Registered Aboriginal Parties, and must be submitted to the Secretary before commencement of construction.

- E22 The design and construction of the Martin Place Railway Station must minimise the removal of identified heritage fabric. Any items removed must be:
- (a) salvaged and opportunities for reuse as part of the station maximised in accordance with Condition E15; and
 - (b) documented as required by the **Heritage Interpretation Plan**.

Aboriginal Heritage

- E23 The Proponent must take all reasonable steps so as not to harm, modify or otherwise impact any Aboriginal object associated with the CSSI except as authorised by this approval.
- E24 Before excavation, the Proponent must implement the **Aboriginal Cultural Heritage Assessment** prepared for the CSSI and included in the PIR. Excavation and/or salvage must be undertaken by a qualified archaeologist in consultation with the Registered Aboriginal Parties for the CSSI.
- E25 Where previously unidentified Aboriginal objects are discovered during construction of the CSSI, construction must stop in the vicinity of the affected area and a suitably qualified and experienced Aboriginal heritage expert must be contacted to provide specialist heritage advice, before works commence. The measures to consider and manage this process must be specified in the **Heritage Management sub-plan** required by Condition C3 and, where relevant, include registration in the OEH's Aboriginal Heritage Information Management System (AHIMS).

Human Remains

- E26 This approval does not allow the Proponent to harm, modify, or otherwise impact human remains uncovered during the construction and operation of the CSSI, except in accordance with the **Exhumation Management Plan** (Condition E27).
- E27 An **Exhumation Management Plan** must be prepared to guide the relocation of recovered human remains. The **Exhumation Management Plan** must be prepared:
- (a) in consultation with, and meeting the requirements of, the OEH and NSW Health; and
 - (b) in accordance with the *Guidelines for Management of Human Skeletal Remains* (NSW Heritage Office, 1998b) and *NSW Health Policy Directive – Exhumation of human remains* (December, 2013), and other relevant guidelines and standards prepared by the Heritage Council of NSW or OEH.

The **Exhumation Management Plan** must be provided to the Secretary for information before the commencement of excavation works.

Note: Human remains that are found unexpectedly during works are under the jurisdiction of the NSW State Coroner and must be reported to the NSW Police immediately.

NOISE AND VIBRATION

Vibration

- E28 The Proponent must ensure that vibration from construction activities does not exceed the vibration limits set out in the British Standard BS 7385-2:1993 *Evaluation and measurement for vibration in buildings. Guide to damage levels from groundborne vibration*
- E29 Owners of properties at risk of exceeding the screening criteria for cosmetic damage must be notified before construction that generates vibration commences in the vicinity of those properties. These properties must be considered in the **Noise and Vibration management sub plan** required by Condition C3.
- E30 The Proponent must conduct vibration testing before and during vibration generating activities that have the potential to impact on heritage items to identify minimum working distances to prevent cosmetic damage. In the event that the vibration testing and monitoring shows that the preferred values for vibration are likely to be exceeded, the Proponent must review the construction methodology and, if necessary, implement additional mitigation measures.
- E31 The Proponent must seek the advice of a heritage specialist on methods and locations for installing equipment used for vibration, movement and noise monitoring of heritage-listed structures.

Construction Noise and Vibration Strategy

- E32 The Proponent must review the *Sydney Metro City and Southwest Construction Noise and Vibration Strategy* in the PIR during detailed construction planning to consider scale and duration of impacts, the requirements of this approval and all measures to limit construction noise impacts to sensitive receivers including:
- (a) at property or architectural treatment;
 - (b) relocation; and
 - (c) other forms of mitigation where impacts are predicted to be long term and significant.

The revised *Sydney Metro City and Southwest Construction Noise and Vibration Strategy* must be submitted to the Secretary for approval at least one (1) month before construction commences.

- E33 Construction Noise and Vibration Impact Statements must be prepared for each construction site before construction noise and vibration impacts commence and include specific mitigation measures identified through consultation with affected sensitive receivers.
- E34 Noise generating works in the vicinity of potentially-affected community, religious, educational institutions and noise and vibration-sensitive businesses and critical working areas (such as theatres, laboratories and operating theatres) must not be timetabled within sensitive periods, unless other reasonable arrangements to the affected institutions are made at no cost to the affected institution or as otherwise approved by the Secretary.
- E35 The Proponent must review alternative methods to rock hammering and blasting for excavation as part of the detailed construction planning with a view to adopting methods that minimise impacts on sensitive receivers. Construction Noise and Vibration Impact Statements must be updated for each location or activity to adopt the least impact alternative in any given location unless it can be demonstrated, to the satisfaction of the AA, why it should not be adopted.

Standard Construction Hours

- E36 Construction, except as allowed by Condition E48 (excluding cut and cover tunnelling), must only be undertaken during the following standard construction hours:
- (a) 7:00am to 6:00pm Mondays to Fridays, inclusive;
 - (b) 8:00am to 1:00pm Saturdays; and
 - (c) at no time on Sundays or public holidays.

Respite for Receivers

- E37 The Proponent must identify all receivers at Crows Nest, Victoria Cross, Barangaroo, Martin Place, Pitt Street and Central likely to experience internal noise levels greater than $L_{eq(15 \text{ minute})}$ 60 dB(A) inclusive of a 5 dB penalty, if rock breaking or any other annoying activity likely to result in regenerated (ground-borne) noise or a perceptible level of vibration is planned (including works associated with utility adjustments), between 7am – 8pm.
- E38 The Proponent must consult with all receivers identified in accordance with Condition E37 with the objective of determining appropriate hours of respite so that construction noise (including ground-borne noise), does not exceed internal noise levels of:
- (a) $L_{eq(15 \text{ minute})}$ 60 dB(A) inclusive of a 5 dB penalty if rock breaking or any other annoying activity likely to result in ground-borne noise or a perceptible level of vibration is planned between 7am – 8pm for more than 50 percent of the time; and
 - (b) $L_{eq(15 \text{ minute})}$ 55 dB(A) inclusive of a 5 dB penalty if rock breaking or any other annoying activity likely to result in ground-borne noise or a perceptible level of vibration is planned between 7am – 8pm for more than 25 percent of the time,

unless an agreement is reached with those receivers. This condition does not apply to noise associated with the cutting surface of a TBM as it passes under receivers.

Note This condition requires that noise levels be less than $L_{eq(15 \text{ minute})}$ 60 dB(A) for at least 6.5 hours between 7am and 8pm, of which at least 3.25 hours must be below $L_{aeq(15 \text{ minute})}$ 55 dB(A). Noise equal to or above $L_{eq(15 \text{ minutes})}$ 60 dB(A) is allowed for the remaining 6.5 hours between 7am and 8pm.

- E39 The Proponent must consult with proponents of other construction works in the vicinity of the CSSI and take reasonable steps to coordinate works to minimise cumulative impacts of noise and vibration and maximise respite for affected sensitive receivers.
- E40 The Proponent must ensure all works (including utility works associated with the CSSI where undertaken by third parties) are coordinated to provide the required respite periods identified in accordance with the terms of this approval.

Mitigation – Non Residential Zones

- E41 The Proponent must ensure that residential receivers, located in non-residential zones, likely to experience an internal noise level exceeding $L_{eq(15 \text{ minute})}$ 60 dB between 8pm and 9pm or $L_{eq(15 \text{ minute})}$ 45 dB between 9pm and 7am (inclusive of a 5 dB penalty if rock breaking or any other annoying activity likely to result in regenerated noise, or a perceptible level of vibration is planned (including works associated with utility adjustments)) must be offered additional mitigation in accordance with the *Sydney Metro City and South West Noise and Vibration Strategy* referenced in Condition E32.

Mitigation – Residential receivers in residential zones

- E42 The Proponent must ensure that residential receivers in residential zones likely to experience an internal noise level of $L_{eq(15 \text{ minute})}$ 45 dB or greater between 8pm and 7am (inclusive of a 5 dB penalty if rock breaking or any other annoying activity likely to result in ground-borne noise, or a perceptible level of vibration is planned (including works associated with utility adjustments)) must be offered additional mitigation in accordance with the *Sydney Metro City and South West Noise and Vibration Strategy* referenced in Condition E32.

Workplace health and safety for nearby workers

- E43 At no time can noise generated by construction exceed the National Standard for exposure to noise in the occupational environment of an eight-hour equivalent continuous A-weighted sound pressure level of $L_{Aeq,8h}$, of 85dB(A) for any employee working at a location near the CSSI.

Variation to Standard Construction Hours

- E44 Notwithstanding Condition E36 construction associated with the CSSI may be undertaken outside the hours specified under those conditions in the following circumstances:
- for the delivery of materials required by the NSW Police Force or other authority for safety reasons; or
 - where it is required in an emergency to avoid injury or the loss of life, to avoid damage or loss of property or to prevent environmental harm; or
 - where different construction hours are permitted or required under an EPL in force in respect of the construction; or
 - construction that causes $L_{Aeq(15 \text{ minute})}$ noise levels:
 - no more than 5 dB(A) above the rating background level at any residence in accordance with the *Interim Construction Noise Guideline* (DECC, 2009), and
 - no more than the noise management levels specified in Table 3 of the *Interim Construction Noise Guideline* (DECC, 2009) at other sensitive land uses, and
 - continuous or impulsive vibration values, measured at the most affected residence are no more than those for human exposure to vibration, specified in Table 2.2 of *Assessing Vibration: a technical guideline* (DEC, 2006), and

- iv. intermittent vibration values measured at the most affected residence are no more than those for human exposure to vibration, specified in Table 2.4 of *Assessing Vibration: a technical guideline* (DEC, 2006); or
 - (e) where a negotiated agreement has been reached with a substantial majority of sensitive receivers who are within the vicinity of and may be potentially affected by the particular construction, and the noise management levels and/or limits for ground-borne noise and vibration (human comfort) cannot be achieved. All agreements must be in writing and a copy forwarded to the Secretary at least one (1) week before the works commencing; or
 - (f) construction approved through an **Out of Hours Work Protocol** referred to in Condition E47, provided the relevant council, local residents and other affected stakeholders and sensitive receivers are informed of the timing and duration at least five (5) days and no more than 14 days before the commencement of the works.
- E45 On becoming aware of the need for emergency construction in accordance with Condition E44(b), the Proponent must notify the AA, the ER and the EPA (if an EPL applies) of the need for those activities or work. The Proponent must also use best endeavours to notify all affected sensitive receivers of the likely impact and duration of those works.
- E46 Notwithstanding Conditions E44 and E48, rock breaking and other particularly annoying activities are not permitted outside of standard construction hours, except at Central, unless the noise management level derived from the *Interim Construction Noise Guideline* can be achieved at sensitive receivers.

Out of Hours Work Protocol

- E47 An **Out of Hours Work Protocol** for the assessment, management and approval of work outside of standard construction hours, as defined in Condition E36 of this approval, must be prepared in consultation with the EPA and submitted to the Secretary for approval before construction commences for works not subject to an EPL. The protocol must include:
- (a) the identification of low and high risk construction activities;
 - (b) a risk assessment process in which the AA reviews all proposed out of hours activities and identifies their risk levels;
 - (c) a process for the endorsement of out of hours activities by the AA and approval by the ER for construction activities deemed to be of:
 - i. low environmental risk; or
 - ii. high risk where all construction works cease by 9pm.

All other high risk out of hours construction must be submitted to the Secretary for approval unless otherwise approved through an EPL.

The protocol must detail standard assessment, mitigation and notification requirements for high and low risk out of hours works, and detail a standard protocol for referring applications to the Secretary.

24 Hour Construction

- E48 Notwithstanding Condition E36 of this approval and subject to Condition E47, the following activities may be undertaken 24 hours per day, seven (7) days per week:
- (a) tunnelling and associated support activities (excluding cut and cover tunnelling);
 - (b) excavation within an acoustic enclosure;
 - (c) excavation at Central without an acoustic enclosure;
 - (d) station and tunnel fit out; and
 - (e) haulage and delivery of spoil and materials.

- E49 All acoustic sheds must be erected as soon as site establishment works at the facilities are completed and before undertaking any works or activities which are required to be conducted within the sheds.

Blasting Management

- E50 A **Blast Management Strategy** must be prepared and include:
- (a) sequencing and review of trial blasting to inform blasting;
 - (b) regularity of blasting;
 - (c) intensity of blasting;
 - (d) periods of relief; and
 - (e) blasting program.
- E51 The **Blast Management Strategy** must be endorsed by a suitably qualified and experienced person and reviewed by an independent specialist.
- E52 The **Blast Management Strategy** must be prepared so that all blasting and associated activities are carried out so as not to generate unacceptable noise and vibration impacts or pose a significant risk to sensitive receivers. The **Blast Management Strategy** must be prepared in accordance with relevant guidelines including the principles outlined in *Hazardous Industry Planning Advisory Paper No 6: Hazard Analysis* (Department of Planning, January 2011) and *Assessment Guideline: Multi-Level Risk Assessment* (Department of Planning and Infrastructure, May 2011) for the handling and storage of hazardous materials and include:
- (a) details of blasting to be performed, including location, timing, method and justification of the need to blast;
 - (b) identification of all potentially affected noise and vibration sensitive sites including heritage buildings and utilities;
 - (c) establishment of appropriate criteria for blast overpressure and ground vibration levels at each category of noise sensitive site;
 - (d) details of the storage and handling arrangements for explosive materials and the proposed transport of those materials to the construction site;
 - (e) identification of hazardous situations that may arise from the storage and handling of explosives, the blasting process and recovery of the blast site after detonation of the explosives;
 - (f) determination of potential noise and vibration and risk impacts from blasting and appropriate best management practices; and
 - (g) community consultation procedures.
- E53 The **Blast Management Strategy** must be submitted to the Secretary one (1) month before blasting commences, or as agreed by the Secretary. The **Blast Management Strategy** as submitted to the Secretary, must be implemented for all blasting activities.
- E54 Blasting associated with the CSSI must not exceed the following criteria, measured at the most affected residence or other sensitive receiver as specified below:
- (a) airblast overpressure ($\text{dB}_{(\text{Lin Peak})}$) 125 dBL; and
 - (b) vibration (PPV): 25mm/s generally or 7.5mm/s for heritage structures.
- E55 Blasting must be limited to a single detonation in any one day, and a maximum of six per week, at each station location, or any other frequency agreed by the Secretary.

Note: for the purpose of this Condition, a single detonation may involve a number of individual blasts fired in quick succession in a discrete area.

- E56 Blasting associated with the project must be undertaken at a time to have the least impact on the nearby sensitive receivers determined in consultation with those receivers. All sensitive receivers affected by any blast must be advised fortnightly of the proposed blasting schedule. The Secretary must also be advised of the advance blasting schedule for any location.

SOCIO-ECONOMIC, LAND USE AND PROPERTY

Blues Point

- E57 Works at the Blues Point Temporary site must be avoided during key harbour viewing events (with the key harbour viewing events determined in consultation with Events NSW, North Sydney and City of Sydney council(s)).

Building Condition Survey

- E58 The CSSI must be designed and constructed with the objective of minimising impacts to, and interference with, third party property and infrastructure, and that such infrastructure and property is protected during construction.
- E59 Before commencement of construction, all property owners of buildings identified as being at risk of damage must be offered a building condition survey. Where an offer is accepted a structural engineer must undertake the survey. The results of the surveys must be documented in a **Building Condition Survey Report** for each building surveyed. Copies of **Building Condition Survey Reports** must be provided to the owners of the buildings surveyed, and if agreed by the owner, the Relevant Council within three (3) weeks of completing the Survey Report and no later than one (1) month before the commencement of construction.
- E60 Within three (3) months of the completion of construction, all property owners of buildings for which a building condition survey was carried out in accordance with Condition E59 must be offered a second building condition survey. Where an offer is accepted, building condition surveys must be undertaken by a structural engineer. The results of the surveys must be documented in a **Building Condition Survey Report** for each building surveyed. Copies of **Building Condition Survey Reports** must be provided to the owners of the buildings surveyed within one (1) month of the survey being completed.
- E61 The Proponent must install appropriate equipment to monitor areas in proximity to construction sites and the tunnel route during construction and for a period of not less than six (6) months after settlement has stabilised with particular reference to risk areas identified in the building and infrastructure condition surveys required by conditions E59 and E60 and/or the geotechnical analysis as required. If monitoring during construction indicates exceedance of the criteria, then all construction affecting settlement must cease immediately and must not resume until fully rectified or a revised method of construction is established that will ensure protection of affected buildings.
- E62 The Proponent must establish an **Independent Property Impact Assessment Panel** before relevant works commencing. The Secretary must be informed of the Panel Members and the Panel must comprise geotechnical and engineering experts independent of the design and construction team. The Panel will be responsible for independently verifying surveys undertaken under conditions E59 and E60, the resolution of property damage disputes and the establishment of ongoing settlement monitoring requirements.

Either the affected property owner or the Proponent may refer unresolved disputes arising from potential and/or actual property impacts to the Panel for resolution. All costs incurred in establishing and implementing the Panel must be borne by the Proponent.

- E63 The Proponent must monitor settlement for any period beyond the minimum timeframe requirements of condition E61 if directed so by the Independent Property Impact Assessment Panel following its review of the monitoring data from the period not less than six (6) months after settlement has stabilised, consistent with Condition E61. The results of the monitoring must be made available to the Secretary on request.

Business Management Plan

- E64 The Proponent must prepare and implement a **Business Management Plan** to minimise impact on businesses adjacent to major construction sites during construction of the CSSI. The Plan must be prepared before construction and must include but not necessarily be limited to:
- measures to address amenity, vehicular and pedestrian access during business hours and visibility of the business appropriate to its reliance on such, and other reasonable matters raised in consultation with affected business;
 - a Business Consultation forum linked to the Community Communication Strategy required by Condition B1;
 - Business Management Strategies for each construction sites (and/or activity), identifying affected businesses and associated management strategies, including the employment of place managers and specific measures to be put in place to assist small business owners adversely impacted by the construction of the CSSI;
 - a Small Business Owners' Support Program to provide assistance to small business owners adversely impacted by construction of the CSSI. The Program must be administered by a Retail Advisory/Support Panel established by the Proponent. The Program must have appropriate specialist representatives and must report to the Proponent;
 - a monitoring program to assess the effectiveness of the measures including the nomination of performance parameters and criteria against which effectiveness of the measures will be measured; and
 - provision for reporting of monitoring results to the Secretary, as part of the **Compliance Tracking Program** required in Condition A28.

SOILS

- E65 All reasonably practicable erosion and sediment controls must be installed and appropriately maintained to minimise any water pollution. When implementing such controls, any relevant guidance in the *Managing Urban Stormwater Series* must be considered.

Contaminated sites

- E66 A **Site Contamination Report**, documenting the outcomes of Phase 1 and Phase 2 contamination assessments of land upon which the CSSI is to be carried out, that is suspected to be, or known to be, contaminated must be prepared by a suitably qualified and experienced person in accordance with guidelines made or approved under the *Contaminated Land Management Act 1997* (NSW).
- E67 If a **Site Contamination Report** prepared under Condition E66 finds such land contains contamination, a site audit is required to determine the suitability of a site for a specified use. If a site audit is required, a **Site Audit Statement** and **Site Audit Report** must be prepared by a NSW EPA Accredited Site Auditor. Contaminated land must not be used for the purpose approved under the terms of this approval until a **Site Audit Statement** is obtained that declares the land is suitable for that purpose and any conditions on the **Site Audit Statement** have been complied with.

- E68 A copy of the **Site Audit Statement** and **Site Audit Report** must be submitted to the Secretary and Council for information no later than one (1) month before the commencement of operation.
- E69 An **Unexpected Contaminated Land and Asbestos Finds Procedure** must be prepared and must be followed should unexpected contaminated land or asbestos be excavated or otherwise discovered during construction.
- E70 The **Unexpected Contaminated Land and Asbestos Finds Procedure** must be implemented throughout construction.

SUSTAINABILITY

- E71 The proponent must seek to achieve a best practice level of performance for the CSSI using market leading sustainability ratings tools (including a minimum 'Design' and 'As built' rating score of 65 using the Infrastructure Sustainability Council of Australia infrastructure rating tool, or an equivalent level of performance using a demonstrated equivalent rating tool).
- E72 The Proponent must prepare a **Sustainability Strategy** to be submitted to the Secretary within six (6) months of the date of this approval, or within another timeframe agreed with the Secretary, which must be implemented throughout design, construction and operation of the CSSI. The Sustainability Strategy must include:
- (a) details of the sustainability objectives and targets for the design, delivery and operation of the CSSI;
 - (b) details of the sustainability initiatives which will be investigated and / or implemented; and
 - (c) a description of how the strategy will be implemented for the CSSI.
- E73 Opportunities to reduce operational greenhouse gas emissions must be investigated during detailed design. The sustainability initiatives identified must be implemented, reviewed and updated regularly throughout design development and construction, and annually during operation.
- E74 The Proponent must fully offset the greenhouse gas emissions associated with consumption of electricity during operation of the CSSI.

TRAFFIC, TRANSPORT AND PEDESTRIAN ACCESS

- E75 The CSSI must be designed, constructed and operated with the objective of integrating with existing and proposed road and related transport networks and minimising adverse changes to the safety, efficiency and, accessibility of the networks, and facilitate an improved level of service in relation to permanent and operational changes. Detailed design and assessment of related traffic, parking, pedestrian and cycle accessibility impacts and changes shall be undertaken:
- (a) in consultation with, and to the reasonable requirements of the Traffic and Transport Liaison Group(s) established under Condition E77;
 - (b) in consideration of existing and future demand, connectivity (in relation to permanent changes), performance and safety requirements;
 - (c) to minimise and manage local area traffic impacts;
 - (d) to ensure access is maintained to property and infrastructure; and
 - (e) to meet relevant design, engineering and safety guidelines, including Austroads, Australian Standards, and RMS (RTA) requirements.

Copies of civil, structural and traffic signal design plans shall be submitted to the Relevant Road Authority for consultation before the commencement of the relevant works.

- E76 Permanent road works, including vehicular access, signalised intersection works, and works relating to pedestrians, cyclists, and public transport users must be subject to safety audits demonstrating consistency with relevant design, engineering and safety standards and guidelines. Safety audits must be prepared in consultation with the Traffic and Transport Liaison Group before the completion and use of the subject infrastructure and must be made available to the Secretary upon request.

Traffic and Transport Liaison Group

- E77 The Proponent must establish a Traffic and Transport Liaison Group(s) (TTLGs) to inform traffic and transport management measures during construction and operation of the CSSI. Management measures must be coordinated with and approved by the RMS following endorsement by the Sydney Coordination Office and consultation with the Relevant Roads Authority.

The TTLG must comprise representatives from the Relevant Road Authority(ies) (including the RMS, relevant Councils, and the Barangaroo Delivery Authority as appropriate), transport operators (including bus and taxi operators), emergency services and Port Authority of NSW as required. The TTLG must be consulted on to inform the preparation of the Construction Traffic Management Plan(s) and Interchange Access Plan(s).

- E78 The Proponent must undertake supplementary analysis and modelling as required by the TTLG to demonstrate that construction and operational traffic can be managed to minimise disruption to traffic network operations, public including changes to and the management of pedestrian, bicycle and public transport networks transport services, pedestrian and cyclist movements. Revised traffic management measures, must be incorporated into the Construction Traffic Management Plan(s), Interchange Access Plan(s) and Station Design and Precinct Plan(s).

Construction Transport and Access

- E79 The Proponent must consult with the Relevant Road Authority regarding the use of any weight restricted road by heavy vehicles.
- E80 The Proponent must minimise truck movements during peak periods within commercial centres. Peak periods are 7am to 10am and 4pm to 7pm Monday to Friday.
- E81 The Proponent must prepare and implement a Construction Traffic Management Framework (CTMF). The CTMF must be prepared in consultation with TTLG(s) and submitted to the Secretary for approval no later than one (1) month before the commencement of construction (or within any other timeframe agreed with the Secretary). The CTMF will set out the approach to managing issues across the CSSI and include but not be limited to:

- (a) construction site access, including the efficient and safe egress and ingress of vehicles, consistent relevant Austroads, Australian Standards and RMS requirements;
- (b) the erection and maintenance of hoardings, scaffolds and associated structures on roads;
- (c) short and long term lane and road closures including those associated with plant, crane and other operations between the road reservation and construction site;
- (d) cumulative construction vehicle management from surrounding developments;
- (e) bus stop and associated facilities relocation and service rerouting;
- (f) short and long term works zones on roads adjacent to the construction site;
- (g) mail zone and associated facilities relocation;
- (h) short and long term works within the road reservation;
- (i) regulatory, advisory and other signage changes and modifications;
- (j) parking management, including on and off street and remote parking and access;

- (k) heavy vehicle management, the restriction (unless otherwise approved) of heavy vehicles to certain routes and the minimisation of heavy vehicle traffic in peak traffic periods;
 - (l) special event management;
 - (m) the retention and reinstatement of emergency and property access;
 - (n) the retention of user and passenger safety, including pedestrians, cyclists, public transport users, including at stops and related facilities;
 - (o) incident response planning around construction worksites; and
 - (p) monitoring of transport and access related impacts attributable to the CSSI.
- E82 Construction Traffic Management Plans (CTMPs), consistent with the CTMF required in Condition E81, must be prepared for each construction site in consultation with the TTLG(s), and submitted to the RMS for approval following Sydney Coordination Office endorsement before construction commences at the relevant construction site.
- E83 Where construction results in a worsening of the matters identified in Condition E81(a)-(o), the Proponent must review the measures identified in the CTMPs in consultation with the TTLG(s), as relevant. Any changes to the CTMPs must be submitted to the RMS for approval following Sydney Coordination Office endorsement and implemented.
- E84 Notwithstanding the above, the Proponent must investigate opportunities to maximise spoil removal by non-road methods and schedule final track laying as soon as practicable following completion of tunnelling with a view to transporting materials and equipment for station fit-out, systems and commissioning by rail to minimise truck movements in town centres and the Sydney CBD. The findings of the investigation must be reported to the Secretary before commencement and before completion of tunnel spoil generation as relevant. A decision to not adopt spoil haulage or materials delivery by non-road methods must be demonstrated to the satisfaction of the Secretary.
- E85 Heavy vehicle haulage must not use local roads unless no feasible alternatives are available.
- E86 During construction, measures must be implemented to maintain pedestrian and vehicular access to, and parking in the vicinity of, businesses and affected properties. Alternative pedestrian and vehicular access, and parking arrangements must be developed in consultation with affected businesses. Such arrangements must be outlined in the **Business Management Plan** required in Condition E64 and implemented as required. Adequate signage and directions to businesses must be provided before, and for the duration of, any disruption.
- E87 Permanent road works, including vehicular access, signalised intersection works, and works relating to pedestrians, cyclists and public transport users will be subject to safety audits demonstrating consistency with relevant design, engineering and safety standards and guidelines. Safety audits must be included within each relevant CTMP and carried out in consultation with the TTLG before the completion and use of the subject infrastructure and must be made available to the Secretary on request.
- E88 Details of haulage routes and heavy vehicle sizes to transport material to and from any construction site must be specified in the **Construction Traffic Management Plan(s)** and be approved by the RMS following endorsement by Sydney Coordination Office and the Relevant Roads Authority.
- E89 The Proponent must implement traffic and transport management measures with the aid of a truck marshalling and logistics facility located within close proximity to the Sydney and North Sydney CBDs. The facility must be operational in advance of tunnel spoil generation. Details of the facility must be documented in the **Ancillary Facilities Management Plan** required by Condition A16.

Road Dilapidation

- E90 A **Road Dilapidation Report** must be prepared for local roads proposed to be used by heavy vehicles for the purposes of the CSSI before the commencement of use by such vehicles. Copies of the **Road Dilapidation Report** must be provided to the Relevant Council within three (3) weeks of completing the surveys and no later than one (1) month before the use of local roads by heavy vehicles.
- E91 If damage to roads occurs as a result of construction of CSSI, the Proponent must either (at the landowner's discretion):
- (a) compensate the landowner for the damage so caused. The amount of compensation may be agreed with the landowner; or
 - (b) rectify the damage so as to restore the road to at least the condition it was before construction commenced as identified in the Road Dilapidation Report(s).

Interchange Access Plans

- E92 The Proponent must develop an **Interchange Access Plan** for each station to inform the final design of transport and access facilities and services, including footpaths, cycleways, passenger facilities, parking, traffic and road changes, and integration of public domain and transport initiatives around and at each station. The Interchange Access Plan(s) must consider walking and cycling catchments and take into account:
- (a) station access hierarchy consistent with the transport planning principles defined in the EIS;
 - (b) safe, convenient, efficient and sufficient access to stations and transfer between transport modes (including subterranean connections and the safeguarding of additional entrances in response to land use change and patronage demand);
 - (c) the maintenance or improvement of pedestrian and cyclists level of service within a justified proximity to stations;
 - (d) current transport initiatives and plans;
 - (e) opportunities and constraints presented by existing and proposed transport and access infrastructure and services;
 - (f) patronage changes resulting from land use, population, employment, transport infrastructure and service changes;
 - (g) integration with existing and proposed transport infrastructure and services;
 - (h) pedestrian, cycle, bus, taxi, vehicle and emergency vehicle access and parking infrastructure and service changes;
 - (i) legislative requirements and applicable guidelines;
 - (j) safety audits, including but not limited to a review of traffic facility and cycle changes to ensure compliance with Austroads design criteria;
 - (k) final design, infrastructure, management and service measures and the level of access and service to be achieved for all users; and
 - (l) the contents of the Interchange Operations and Maintenance Plan (IOMP) and operational management provisions for future operational requirements, including maintenance, security and management responsibilities.

The Interchange Access Plan(s) must be prepared in consultation with the TTLG and the Design Review Panel and must be supported by traffic and transport analysis. Where necessary, consultation must also be undertaken with major landholders adjoining station precincts. The Plan(s) must detail a delivery and implementation program which must be provided to and agreed by the Secretary before commencement of permanent aboveground facilities at any station site.

- E93 In developing the Interchange Access Plan(s), the Proponent must consider:
- (a) traffic and accessibility design requirements; and

(b) the Station Design and Precinct Plan(s) required by Condition E101.

- E94 The Proponent must in consultation with the TTLG review the need and opportunities for lift access between Hickson Road and High Street and which meets the objective of increasing the patronage catchment to Barangaroo Station and improved community accessibility. The review must be presented in the Interchange Access Plan and the findings implemented by the Proponent.
- E95 The Proponent must in consultation with the TTLG review the need and opportunities for a pedestrian and cycle bridge across the rail corridor to replace the Nelson Street Bridge. The review must be presented in the Interchange Access Plan(s) and the findings implemented by the Proponent.
- E96 The Interchange Access Plan(s) must be reviewed by a qualified traffic and transport professional(s), independent of the detailed design process for the CSSI, having regard to the requirements of this approval.

Bicycle Infrastructure

- E97 The Proponent must provide adequate bicycle infrastructure at stations that form part of the project, and provide adequate areas for future expansion of that infrastructure.
- E98 The Proponent must undertake an audit of bicycle patronage at stations and end-of-trip facility adequacy 12 and 36 months following commencement of operation of the project to ensure the level of bicycle parking and end-of-trip facilities available are adequate in terms of both quantity and quality. The audit must be undertaken with the Relevant Council(s), RMS, Bicycle NSW and relevant local bike user groups.

URBAN DESIGN AND VISUAL AMENITY

Visual Amenity

- E99 The CSSI must be constructed in a manner that minimises visual impacts of construction sites, including, providing temporary landscaping where appropriate to soften views of the construction sites, minimising light spill, and incorporating architectural treatment and finishes within key elements of temporary structures that reflect the context within which the construction sites are located.

Design Review Panel

- E100 The Proponent must establish a Design Review Panel (DRP) to refine design objectives for place making, public realm and urban and heritage integration applicable to the length of the project and provide advice on the application of the objectives to key design elements in relation to place making, architecture, heritage, urban and landscape design and artistic aspects of the CSSI.

The DRP must:

- (a) comprise five members who are experts in one of the identified design elements;
- (b) include:
 - i. the NSW Government Architect as Chair;
 - ii. a representative from the Heritage Council;
- (c) meet at least four times a year, or any other timeframe agreed by the DRP; and
- (d) keep meeting minutes and a schedule of action items arising from each meeting.

Relevant Council(s) and other key stakeholders such as UrbanGrowth NSW and must be invited to participate in DRP meetings to advise on local issues and applicability of design review outcomes as they relate to the local context of each station location.

- E101 Before commencement of permanent built surface works and/or landscaping, the Proponent must prepare **Station Design and Precinct Plans (SDPP)** for each station. The SDPP must be prepared by a suitably qualified and experienced person(s), in collaboration and consultation with relevant stakeholders including but not limited to relevant council(s), UrbanGrowth NSW, the Department, Chambers of Commerce and the local community. The SDPP(s) must present an integrated urban and place making outcome for each station or end state element. The SDPP(s) must be approved by the Secretary following review by the DRP and before commencement of permanent aboveground work.

Each SDPP must include, but not be limited to:

- (a) identification of specific design objectives, principles and standards based on -
 - i. the project design objectives as refined by the DRP;
 - ii. maximising the amenity of public spaces and permeability around entrances to stations;
 - iii. local environmental, heritage and place making values;
 - iv. urban design context;
 - v. sustainable design and maintenance;
 - vi. community safety, amenity and privacy, including 'safer by design' principles where relevant;
 - vii. relevant urban design and infrastructure standards and guidelines (including relevant council standards, policies and guidelines);
 - viii. minimising the footprint of the project (including at operational facilities);
- (b) opportunities for public art;
- (c) landscaping and building design opportunities to mitigate the visual impacts of rail infrastructure and operational fixed facilities (including the Chatswood Dive, Marrickville Dive, Artarmon Substation, station structures and services, noise walls etc.);
- (d) the incorporation of salvaged historic and artistic elements onto the project design, including but not limited to the Tom Bass P&O fountain, the Douglas Annand glass screen (if present), the Douglas Annand wall frieze and heritage fabric from Martin Place Station, unless otherwise agreed by the Secretary;
- (e) details on the location of existing vegetation and proposed landscaping (including use of endemic and advanced tree species where practicable). Details of species to be replanted/revegetated must be provided, including their appropriateness to the area and habitat for threatened species;
- (f) a description of the CSSI design features, including graphics such as sections, perspective views and sketches for key elements of the CSSI;
- (g) the location, design and impacts of operational lighting associated with the CSSI and measures proposed to minimise lighting impacts;
- (h) details of where and how recommendations from the DRP have been considered in the plan;
- (i) the timing for implementation of access, landscaping and public realm initiatives;
- (j) monitoring and maintenance procedures for vegetation and landscaping (including weed control), performance indicators, responsibilities, timing and duration and contingencies where rehabilitation of vegetation and landscaping measures fail; and
- (k) evidence of consultation with the community, local Councils and agencies in the preparation of on the SDPP(s) and how feedback has been addressed before seeking endorsement by the DRP.

Elements covered by SDPP(s) must be complete no later than the commencement of operation of the Sydney Metro to paid services, unless otherwise agreed with the Secretary.

Note: The SDPP may be submitted in stages to address the built elements of the CSSI and landscaping aspects of the CSSI.



- E102 The SDPP must achieve a minimum visual impact rating of at least “Minor Benefit” as defined in the EIS for all design elements of the project, where feasible and reasonable. Where it can be demonstrated, to the DRP’s satisfaction, that a “Minor Benefit” is not achievable, then a “Negligible” visual impact rating must be achieved as a minimum.
- E103 The Proponent must apply reasonable endeavours to negotiate with the Barangaroo Delivery Authority to integrate station ancillary components (i.e. traction substation, ventilation risers and skylights) associated with Barangaroo Station within the Barangaroo development complex. Should an integrated outcome for ancillary components not be achieved, the location and design outcome must be consistent with design objectives and endorsed by the DRP.

Lighting and Security

- E104 All permanent external lighting must be the minimum level of illumination necessary and must comply with AS: 4282:1997 – *Control of the Obtrusive Effects of Outdoor Lighting* and relevant Australian Standards in the series AS/NZ 1158 – *Lighting for Roads and Public Spaces*.
- E105 The placement of CCTV cameras associated with the CSSI must be undertaken in consultation with the relevant public authority and the NSW Police.

WASTE

- E106 Waste generated during construction and operation is to be dealt with in accordance with the following priorities:
- (a) waste generation is to be avoided and where avoidance is not reasonably practicable, waste generation is to be reduced;
 - (b) where avoiding or reducing waste is not possible, waste is to be re-used, recycled, or recovered; and
 - (c) where re-using, recycling or recovering waste is not possible, waste is to be treated or disposed of.

WATER

- E107 The CSSI must be constructed and operated so as to maintain the *NSW Water Quality Objectives* where they are being achieved as at the date of this approval, and contribute towards achievement of the *NSW Water Quality Objectives* over time where they are not being achieved as at the date of this approval, unless an EPL in force in respect of the CSSI contains different requirements in relation to the *NSW Water Quality Objectives*, in which case those requirements must be complied with.
- E108 Drainage feature crossings (permanent and temporary watercourse crossings and stream diversions) and drainage swales and depressions must be undertaken in accordance with relevant guidelines and designed by a suitably qualified and experienced person.
- E109 Any works within Sydney Harbour will be undertaken in consultation with the Harbour Master and RMS as owner of the seabed.

Attachment 2 to Schedule E3 – Mitigation Measures

Revised environmental mitigation measures

The list of mitigation measures and performance outcomes presented in Chapter 27 of the Environmental Impact Statement has been revised on the basis of submissions received, the additional assessment work carried out and the preferred infrastructure report. In some cases new measures have been added, while in others, the wording of existing measures has been adjusted.

Table 11-1 provides the revised consolidated environmental mitigation measures. This table supersedes the mitigation measures presented in the Environmental Impact Statement. New mitigation measures or additions to existing mitigation measures are shown in bold text, with deletions shown with a ~~strike through~~.

Table 11-1 Revised environmental mitigation measures

ID	Mitigation measure	Applicable location(s) ¹
T1	Ongoing consultation would be carried out with (as relevant to the location) the CBD Coordination Office, Roads and Maritime Services, Sydney Trains, NSW Trains, the Port Authority of NSW, Barangaroo Delivery Authority, local councils, emergency services and bus operators in order to minimise traffic and transport impacts during construction.	All except metro rail tunnels
T2	Road Safety Audits would be carried out at each construction site. Audits would address vehicular access and egress, and pedestrian, cyclist and public transport safety.	All except metro rail tunnels
T3	Directional signage and line marking would be used to direct and guide drivers and pedestrians past construction sites and on the surrounding network. This would be supplemented by Variable Message Signs to advise drivers of potential delays, traffic diversions, speed restrictions, or alternate routes.	All except metro rail tunnels
T4	In the event of a traffic related incident, co-ordination would be carried out with the CBD Coordination Office and / or the Transport Management Centre's Operations Manager.	All except metro rail tunnels
T5	The community would be notified in advance of proposed road and pedestrian network changes through media channels and other appropriate forms of community liaison.	All except metro rail tunnels
T6	Vehicle access to and from construction sites would be managed to ensure pedestrian, cyclist and motorist safety. Depending on the location, this may require manual supervision, physical barriers, temporary traffic signals and modifications to existing signals or, on occasions, police presence.	All except metro rail tunnels
T7	Additional enhancements for pedestrian, cyclist and motorist safety in the vicinity of the construction sites would be implemented during construction. This would include measures such as: Use of speed awareness signs in conjunction with variable message signs near construction sites to provide alerts to drivers	All except metro rail tunnels

ID	Mitigation measure	Applicable location(s) ¹
	<p>Shared experience Community educational events that allow pedestrians, cyclists or motorists to sit in trucks and understand the visibility restrictions of truck drivers, and for truck drivers to understand the visibility from a bicycle; and a campaign to engage with local schools to educate children about road safety and to encourage visual contact with drivers to ensure they are aware of the presence of children</p> <p>Specific construction driver training to understand route constraints, expectations, safety issues, human error and its relationship with fitness for work and chain of responsibility duties, and to limit the use of compression braking</p> <p>Use of In Vehicle Monitoring Systems (telematics) to monitor vehicle location and driver behaviour</p> <p>Safety devices on construction vehicles that warn drivers of the presence of a vulnerable road user located in the vehicles' blind spots and warn the vulnerable road user that a vehicle is about to turn.</p>	
T8	Access to existing properties and buildings would be maintained in consultation with property owners.	All except metro rail tunnels
T9	All trucks would enter and exit construction sites in a forward gear, where feasible and reasonable.	All except metro rail tunnels
T10	Any relocation of bus stops would be carried out by Transport for NSW in consultation with Roads and Maritime Services, the CBD Coordination Office (for relevant locations), the relevant local council and bus operators. Wayfinding and customer information would be provided to notify customers of relocated bus stops.	All except metro rail tunnels
T11	For special events that require specific traffic measures, those measures would be developed in consultation the CBD Coordination Office (for relevant locations), Roads and Maritime Services, Barangaroo Delivery Authority (for relevant locations) and the organisers of the event.	BN, MP, PS, CS
T12	<p>Construction sites would be managed to minimise construction staff parking on surrounding streets. The following measures would be implemented:</p> <p>Encouraging staff to use public or active transport</p> <p>Encouraging ride sharing</p> <p>Provision of alternative parking locations and shuttle bus transfers where feasible and reasonable.</p> <p>Transport for NSW would work with local councils to minimise adverse impacts of construction on parking and other kerbside use in local streets, such as loading zones, bus zones, taxi zones and coach zones.</p>	All except metro rail tunnels
T13	Construction site traffic would be managed to minimise movements in the AM and PM peak periods.	All except metro rail tunnels
T14	Construction site traffic immediately around construction sites would be managed to minimise movements through school zones during pick up and drop off times.	All except metro rail tunnels

ID	Mitigation measure	Applicable location(s) ¹
T15	Pedestrian and cyclist access would be maintained at Crows Nest during the temporary closure of Hume Street, and at Martin Place during the temporary partial closure of Martin Place. Wayfinding and customer information would be provided to guide pedestrians and cyclists to alternative routes.	CN, MP
T16	Timing for the temporary closure of the Devonshire Street tunnel would avoid periods of peak pedestrian demand. Wayfinding and customer information would be provided to guide pedestrians to alternative routes.	CS
T17	Consultation would occur with the Harbour Master, Roads and Maritime Services and Sydney Ferries' to ensure shipping channels are maintained during the Sydney Harbour ground improvement works.	GI
T18	During the closure of existing entrances to Martin Place Station, marshalls would be provided during the AM and PM peak periods to direct customers to available access and egress points.	MP
T19	Where existing parking is removed to facilitate construction activities, alternative parking facilities would be provided where feasible and reasonable.	All except metro rail tunnels
T20	Alternative pedestrian routes and property access would be provided where these are affected during the construction of the power supply routes.	PSR
T21	The potential combined impact of trucks from multiple construction sites would be further considered during the development of Construction Traffic Management Plans.	All except metro rail tunnels
T22	Where existing footpath routes used by pedestrians and / or cyclists are affected by construction, a condition survey would be carried out to confirm they are suitable for use (eg suitably paved and lit), with any necessary modifications to be carried out in consultation with the relevant local council.	All except metro rail tunnels
OpT1	Enhancement of pedestrian infrastructure in the vicinity of Victoria Cross and Martin Place stations would be investigated further in consultation with (as relevant to the location) the CBD Coordination Office, Roads and Maritime Services and the relevant local council.	VC, MP
OpT2	Access would be maintained to neighbouring properties.	All except metro rail tunnels
OpT3	The design of the interface between the Frank Channon Walk extension and the signalised intersection at Mowbray Road / Hampden Road (including any shared zone proposal) would be developed in consultation with Roads and Maritime Services and Willoughby Council.	CDS
OpT4	Transport for NSW would work with local councils to minimise adverse impacts of operation on parking and other kerbside use in local streets, such as loading zones, bus zones, taxi zones and coach zones.	All except metro rail tunnels

ID	Mitigation measure	Applicable location(s) ¹
OpT5	During detailed design, Transport for NSW would consult with Inner West Council, Roads and Maritime Services and other stakeholder on strategies to reduce the number of staged pedestrian marked foot crossings at the Edinburgh Road / Edgeware Road intersection.	MDS
NV1	<p>The Construction Noise and Vibration Strategy would be implemented with the aim of achieving the noise management levels where feasible and reasonable. This would include the following example standard mitigation measures where feasible and reasonable:</p> <ul style="list-style-type: none"> Provision of noise barriers around each construction site Provision of acoustic sheds at Chatswood dive site, Crows Nest, Victoria Cross, Barangaroo, Martin Place, Pitt Street, Waterloo and Marrickville dive site The coincidence of noisy plant working simultaneously close together would be avoided Offset distances between noisy plant and sensitive receivers would be increased Residential grade mufflers would be fitted to all mobile plant Dampened rock hammers would be used Non-tonal reversing alarms would be fitted to all permanent mobile plant High noise generating activities would be scheduled for less sensitive period considering the nearby receivers The layout of construction sites would consider opportunities to shield receivers from noise. This would also include carrying out the requirements in relation to construction noise and vibration monitoring. 	All
NV2	<p>Unless compliance with the relevant traffic noise criteria can be achieved, night time heavy vehicle movements at the Chatswood dive site, Crows Nest Station, and Victoria Cross Station and Waterloo Station sites would be restricted to:</p> <ul style="list-style-type: none"> The Pacific Highway and Mowbray Road at the Chatswood dive site The Pacific Highway, Hume Street and Oxley Street at the Crows Nest Station construction site McLaren Street, Miller Street and Berry Street at the Victoria Cross Station construction site Botany Road and Raglan Street at the Waterloo Station construction site. 	CDS, CN, VC, WS
NV3	<p>Where vibration levels are predicted to exceed the screening criteria, a more detailed assessment of the structure and attended vibration monitoring would be carried out to ensure vibration levels remain below appropriate limits for that structure.</p> <p>For heritage items, the more detailed assessment would specifically consider the heritage values of the structure in consultation with a heritage specialist to ensure sensitive heritage fabric is adequately monitored and managed.</p>	All except metro rail tunnels
NV4	Feasible and reasonable measures would be implemented to minimise	All

ID	Mitigation measure	Applicable location(s) ¹
	ground borne noise where exceedences are predicted.	
NV5	<p>Feasible and reasonable mitigation measures would be implemented where power supply works would result in elevated noise levels at receivers. This would include:</p> <p>Carrying out works during the daytime period when in the vicinity of residential receivers</p> <p>Where out of hours works are required, scheduling the noisiest activities to occur in the evening period (up to 10 pm)</p> <p>Use of portable noise barriers around particularly noisy equipment such as concrete saws.</p>	PSR
NV6	<p>Transport for NSW would engage an Independent Acoustic Advisor to act independently of the design and construction teams and provide oversight of construction methods, construction noise and vibration planning, management and mitigation, and construction noise and vibration monitoring and reporting. The key responsibilities of the Independent Acoustic Advisor would include :</p> <p>Assurance of contractor noise and vibration planning, modelling, management and monitoring practices</p> <p>Verification of compliance with relevant guidelines and approval requirements</p> <p>Audit noise and vibration management practices.</p>	All
NV7	<p>Alternative demolition techniques that minimise noise and vibration levels would be investigated and implemented where feasible and reasonable. This would include consideration of:</p> <p>The use of hydraulic concrete shears in lieu of hammers/rock breakers</p> <p>Sequencing works to shield noise sensitive receivers by retaining building wall elements</p> <p>Locating demolition load out areas away from the nearby noise sensitive receivers</p> <p>Providing respite periods for noise intensive works</p> <p>Methods to minimise structural-borne noise to adjacent buildings including separating the structural connection prior to demolition through saw-cutting and propping, using hand held splitters and pulverisers or hand demolition</p> <p>Installing sound barrier screening to scaffolding facing noise sensitive neighbours</p> <p>Modifying demolition works sequencing / hours to minimise impacts during peak pedestrian times and / or adjoining neighbour outdoor activity periods.</p>	All except metro rail tunnels
OpNV1	<p>The height and extent of noise barriers adjacent to the northern surface track works would be confirmed during detailed design with the aim of not exceeding trigger levels from the <i>Rail Infrastructure Noise Guidelines</i> (Environment Protection Authority, 2013).</p> <p>At property treatments would be offered where there are residual</p>	STW

ID	Mitigation measure	Applicable location(s) ¹
	exceedances of the trigger levels.	
OpNV2	Track form would be confirmed during the detailed design process in order to meet the relevant ground-borne noise and vibration criteria from the <i>Rail Infrastructure Noise Guidelines</i> (EPA, 2013) and the <i>Interim Guideline for the Assessment of Noise from Rail Infrastructure Projects</i> (DECC, 2007a).	Metro rail tunnels
OpNV3	Stations and ancillary facilities including train breakout noise from draught relief shafts would be designed to meet the applicable noise criteria derived from the <i>Industrial Noise Policy</i> (EPA, 2000).	All except metro rail tunnels
BI1	Specific consultation would be carried out with businesses potentially impacted during construction. Consultation would aim to identify and develop measures to manage the specific construction impacts for individual businesses.	All
BI2	A business impact risk register would be developed to identify, rate and manage the specific construction impacts for individual businesses.	All
BI3	Appropriate signage would be provided around construction sites to provide visibility to retained businesses.	All except metro rail tunnels
NAH1	<p>Archival recording and reporting of the following heritage items would be carried out in accordance with the NSW Heritage Office's <i>How to Prepare Archival Records of Heritage Items</i> (1998a), and <i>Photographic Recording of Heritage Items Using Film or Digital Capture</i> (2006):</p> <ul style="list-style-type: none"> The internal heritage fabric and any non-original elements removed from within the curtilage of Mowbray House, Chatswood The interior, exterior and setting of the shop at 187 Miller Street, North Sydney The fabric and setting of the North Sydney bus shelters requiring removal and temporary relocation at Victoria Cross Station and Blues Point temporary site Any component of the Blues Point Waterfront Group and the McMahons Point South heritage conservation area to be directly affected or altered, including vegetation and significant landscape features Hickson Road wall in the vicinity of proposed ventilation risers and skylights for Barangaroo Station The interior, exterior and setting of the 'Flat Building' at 7 Elizabeth Street, Sydney Martin Place, between Elizabeth and Castlereagh streets, Sydney The heritage fabric of areas of the existing Martin Place Station affected by the project The Rolling Stock Officers Garden, Rolling Stock Officers Building and Cleaners Amenities Building in Sydney Yard and any other component of the Sydney Terminal and Central Railway Stations 	CDS, VC, BP, MP, CS, WS

ID	Mitigation measure	Applicable location(s) ¹
	<p>group to be removed or altered</p> <p>Directly impacted parts of the Congregational Church at Waterloo.</p>	
NAH2	<p>An archaeological research designs would be prepared and implemented to identify the need for archaeological testing or monitoring. Archaeological mitigation measures recommended in the archaeological research design would be carried out in accordance with Heritage Council guidelines, and where identified in the archaeological research design, would be supervised by a suitably qualified Excavation Director with experience in managing State significant archaeology.</p> <p>The archaeological research design would be implemented.</p> <p>Significant archaeological findings would be considered for inclusion in heritage interpretation (as per NAH8) for the project and be developed in consultation with the relevant local council.</p>	CDS, CN, VC, BP, BN, MP, PS, CS, WS, PSR
NAH3	<p>An Exhumation Policy and Guideline would be prepared and implemented. It would be developed in accordance with the <i>Guidelines for Management of Human Skeletal Remains</i> (NSW Heritage Office, 1998b) and NSW Health Policy Directive – Exhumation of human remains (December, 2013). It would be prepared in consultation with NSW Heritage Office and NSW Health.</p>	All except metro rail tunnels
NAH4	<p>The method for the demolition of existing buildings and / or structures at Chatswood dive site, Victoria Cross Station, Martin Place Station, Pitt Street Station, Central Station and Waterloo Station would be developed to minimise direct and indirect impacts to adjacent and / or adjoining heritage items.</p>	CDS, VC, MP, PS, CS, WS
NAH5	<p>Prior to total or partial demolition of heritage items at Victoria Cross and Martin Place stations, heritage fabric for salvage would be identified and reuse opportunities for salvaged fabric considered. This would include salvage and reuse of heritage tiles to be impacted at Martin Place Station.</p>	VC, MP
NAH6	<p>An appropriately qualified and experienced heritage architect would form part of the Sydney Metro Design Review Panel and would provide independent review periodically throughout detailed design.</p>	All
NAH7	<p>The project design would be sympathetic to heritage items and, where reasonable and feasible, minimise impacts to the setting of heritage items. The detailed design for Martin Place Station and Central Station would be developed with input from a heritage architect.</p>	STW, CDS, CN, VC, BN, MP, PS, CS, WS, MDS
NAH8	<p>Appropriate heritage interpretation would be incorporated into the design for the project in accordance with the NSW Heritage Manual, the NSW Heritage Office's <i>Interpreting Heritage Places and Items: Guidelines</i> (August 2005), and the NSW Heritage Council's <i>Heritage Interpretation Policy</i>.</p>	CDS, CN, VC, BP, BN, MP, PS, WS
NAH9	<p>A Central Station heritage interpretation plan would be developed and implemented. It would be consistent with the <i>Central Station Conservation Management Plan</i> (Rappoport and Government Architects Office, 2013) and in accordance with the guidelines identified in NAH8.</p>	CS

ID	Mitigation measure	Applicable location(s) ¹
NAH10	<p>The design of the Sydney Yard Access Bridge would be sympathetic to surrounding heritage items and minimise impacts to sight lines, views and setting of surrounding heritage items, including to Mortuary Station and the Sydney Terminal and Central Railway Stations group. As a minimum the design would:</p> <p>Incorporate materials and finishes sympathetic to the heritage context of the railway station</p> <p>Minimise height and bulk of the structure.</p> <p>The detailed design of the Sydney Yard Access Bridge would be carried out in accordance with the relevant specific element principles in the Design Guidelines.</p>	CS
NAH11	<p>Except for heritage significant elements affected by the project, direct impact on other heritage significant elements forming part of the following items would be avoided:</p> <p>The Blues Point Waterfront Group (including the former tram turning circle, stone retaining wall, bollards and steps)</p> <p>The Millers Point and Dawes Point Village Precinct</p> <p>The existing Martin Place Station</p> <p>Sydney Terminal and Central Railway Stations group</p> <p>Sydney Yard (including the Shunters Hut and Prince Alfred Sewer).</p>	BP, BN, MP, CS
NAH12	<p>Power supply works would be designed and constructed to avoid impacts to the Tank Stream and Bennelong Stormwater Channel.</p>	PSR
NAH13	<p>The design and detailed construction planning of work at Central Station would consider the requirements of the <i>Central Station Conservation Management Plan</i> (Rappoport and Government Architects Office, 2013) and include consideration of opportunities for the retention, conservation and / or reuse of original and significant heritage fabric and movable heritage items.</p> <p>Consultation would be carried out with Sydney Trains and the Heritage Council of NSW during design development.</p>	CS
NAH14	<p>The final design and location of the new connection and opening at Martin Place Railway Station would minimise removal of the significant red ceramic tiling where feasible and reasonable.</p>	MP
NAH15	<p>Opportunities for the reuse of any tiles at Martin Place Railway Station that are removed would be investigated.</p>	MP
NAH16	<p>Opportunities for the reuse of the circular seating within Martin Place Station would be investigated.</p>	MP
NAH17	<p>Opportunities for the salvage and reuse of the bus shelters temporarily removed at Victoria Cross and Blues Point would be investigated in consultation with North Sydney Council.</p>	VC, BP
NAH18	<p>Works at Central Station would be carried out with the oversight of heritage specialists.</p>	CS

ID	Mitigation measure	Applicable location(s) ¹
NAH19	Subject to outcomes of consultation with the church, temporary and permanent works at the Congregational Church would: Minimise impacts to heritage fabric Be sympathetic to the heritage values and architectural form of the building.	WS
AH1	Aboriginal stakeholder consultation would be carried out in accordance with the NSW Office of Environment and Heritage's Aboriginal Cultural Heritage Consultation Requirements for Proponents 2010.	All
AH2	An Aboriginal cultural heritage assessment report would be prepared in accordance with the OEH Guide to investigating, assessing and reporting on Aboriginal cultural heritage in NSW. The Aboriginal cultural heritage assessment report would include: Details of Aboriginal stakeholder consultation conducted in accordance with AH4 An assessment of cultural significance for the project area and identification of any specific areas of cultural significance based on consultation with Aboriginal stakeholders A methodology for archaeological management including test excavation and salvage (refer to AH3). The cultural heritage assessment report would be implemented.	All
AH3	Archaeological test excavation (and salvage when required) would be carried out where intact natural soil profiles with the potential to contain significant archaeological deposits are encountered at the Blues Point temporary site, Barangaroo Station, Martin Place Station, Pitt Street Station, Central Station, Waterloo Station and Marrickville dive site. Excavations would be conducted in accordance with the methodology outlined in the Aboriginal cultural heritage assessment report	BP, BN, MP, PS, CS, WS, MDS
AH4	Appropriate Aboriginal heritage interpretation would be incorporated into the design for the project in consultation with Aboriginal stakeholders.	All
AH5	Feasible and reasonable mitigation at the ground improvement locations would be identified in consultation with the Office of Environment and Heritage.	GI
AH6	The Aboriginal cultural heritage assessment report would address areas of archaeological potential associated with the power supply routes.	PSR
Construction		
LV1	Where feasible and reasonable, the elements within construction sites would be located to minimise visual impacts, for example materials and machinery would be stored behind fencing.	All except metro rail tunnels

ID	Mitigation measure	Applicable location(s) ¹
LV2	Existing trees to be retained would be protected prior to the commencement of construction in accordance with <i>Australian Standard AS4970 the Australian Standard for Protection of Trees on Development Sites and Adjoining Properties</i> .	All except metro rail tunnels
LV3	Lighting of construction sites would be oriented to minimise glare and light spill impact on adjacent receivers.	All except metro rail tunnels
LV4	Visual mitigation would be implemented as soon as feasible and reasonable after the commencement of construction, and remain for the duration of the construction period.	All except metro rail tunnels
LV5	Opportunities for the retention and protection of existing street trees would be identified during detailed construction planning.	All except metro rail tunnels
LV6	The design and maintenance of construction site hoardings would aim to minimise visual amenity and landscape character impacts, including the prompt removal of graffiti. Public art opportunities would be considered.	All except metro rail tunnels
LV7	The selection of materials and colours for acoustic sheds would aim to minimise their visual prominence.	CDS, CN, VC, BN, MP, PS, WS, MDS
LV8	Tunnel boring machine retrieval works at the Blues Point temporary site would be timed to avoid key harbour viewing events.	BP
LV9	Benching would be used where feasible and reasonable at Blues Point temporary site to minimise visual amenity impacts.	BP
LV10	Temporary impacts to public open space would be rehabilitated in consultation with the relevant local council and / or landowner.	All except metro rail tunnels
Operation		
LV11	Cut off and direct light fittings (or similar technologies) would be used to minimise glare and light spill onto private property.	CDS, AS, MDS
LV12	Where feasible and reasonable, vegetation would be provided to screen and visually integrate sites with the surrounding area.	STW, CDS, AS, MDS
LV13	Identify and implement appropriate landscape treatments for Frank Channon Walk.	STW, CDS
LV14	The architectural treatment of Artarmon substation would minimise visual amenity and landscape character impacts.	AS
LV15	The Harbour cycles sculpture at North Sydney would be reinstated at a location determined in consultation with North Sydney Council.	VC
LV16	The P&O Fountain, the mid-20th century bas relief sculpture and the Douglas Annand glass screen at 55 Hunter Street would be reinstated	MP

ID	Mitigation measure	Applicable location(s) ¹
	at a location determined in consultation with City of Sydney Council.	
LV17	Opportunities would be investigated to provide a permanent wall for street art at Marrickville dive site in consultation with Marrickville Council.	MDS
LV18	Noise barriers would be transparent where they are augmenting existing transparent noise barriers.	STW
LV19	Notification processes in relation to moral rights for public art and architecture under Commonwealth <i>Copyright Act 1968</i> would be carried out.	All except metro rail tunnels
GWG1	<p>A detailed geotechnical model for the project would be developed and progressively updated during design and construction. The detailed geotechnical model would include:</p> <ul style="list-style-type: none"> Assessment of the potential for damage to structures, services, basements and other sub-surface elements through settlement or strain Predicted changes to groundwater levels, including at nearby water supply works. <p>Where building damage risk is rated as moderate or higher (as per the CIRIA 1996 risk-based criteria), a structural assessment of the affected buildings / structures would be carried out and specific measures implemented to address the risk of damage.</p> <p>With each progressive update of the geotechnical model the potential for exceedance of the following target changes to groundwater levels would be reviewed:</p> <ul style="list-style-type: none"> Less than 2.0 metres – general target Less than 4.0 metres – where deep building foundations present Less than 1.0 metre – residual soils Less than 0.5 metre – residual soils (Blues Point) (fill / Aeolian sand). <p>Where a significant exceedance of target changes to groundwater levels are predicted at surrounding land uses and nearby water supply works, an appropriate groundwater monitoring program would be developed and implemented. The program would aim to confirm no adverse impacts on groundwater levels or to appropriately manage any impacts. Monitoring at any specific location would be subject to the status of the water supply work and agreement with the landowner.</p> <p>The geotechnical model and groundwater monitoring program would be developed in consultation with the Department of Primary Industries (Water).</p>	All
GWG2	Condition surveys of buildings and structures in the vicinity of the tunnel and excavations would be carried out prior to the commencement of excavation at each site.	All
Construction		

ID	Mitigation measure	Applicable location(s) ¹
SCW1	<p>Updated desktop contamination assessments would be carried out for Chatswood dive site, Blues Point temporary site, Barangaroo Station, Central Station and Waterloo Station. If sufficient information is not available to determine the remediation requirements and the impact on potential receivers, then detailed contamination assessments, including collection and analysis of soil and groundwater samples would be carried out.</p> <p>Detailed contamination assessment would also be carried out for the Barangaroo power supply route within Hickson Road and the Marrickville power supply route adjacent to Sydney Park and Camdenville Oval.</p> <p>In the event a Remediation Action Plan is required, these would be developed in accordance with <i>Managing Land Contamination: Planning Guidelines SEPP 55 – Remediation of Land</i> (Department of Urban Affairs and Planning and Environment Protection Authority, 1998) and a site auditor would be engaged.</p>	CDS, BP, BN, CS, WS, PSR
SCW2	<p>Prior to ground disturbance in high probability acid sulfate areas at Barangaroo Station, Waterloo Station and Marrickville dive site, testing would be carried out to determine the presence of acid sulfate soils.</p> <p>If acid sulfate soils are encountered, they would be managed in accordance with the <i>Acid Sulfate Soil Manual</i> (Acid Sulfate Soil Management Advisory Committee, 1998).</p>	BN, WS, MDS
SCW3	<p>Erosion and sediment control measures would be implemented in accordance with <i>Managing Urban Stormwater: Soils and Construction Volume 1</i> (Landcom, 2004) and <i>Managing Urban Stormwater: Soils and Construction Volume 2</i> (Department of Environment and Climate Change, 2008a). Measures would be designed as a minimum for the 80th percentile; 5-day rainfall event.</p>	All except metro rail tunnels
SCW4	<p>Discharges from the construction water treatment plants would be monitored to ensure compliance with the discharge criteria in an environment protection licence issued to the project.</p>	All except metro rail tunnels
SCW5	<p>A silt curtain would be used around the Sydney Harbour ground improvement work barges.</p>	GI
SCW6	<p>A water quality monitoring program would be implemented to monitor water quality within Sydney Harbour during ground improvement work.</p> <p>The water quality monitoring program would be carried out to detect any potential impacts on the water quality of Sydney Harbour from the ground improvement work and inform management responses in the event any impacts are identified.</p> <p>Specific monitoring locations and frequencies would be determined during the development of the program in consultation with the Environment Protection Authority.</p>	GI
Operation		
SCW7	<p>Discharges from the tunnel water treatment plant would be monitored to ensure compliance with the discharge criteria determined in consultation with the NSW Environment Protection Authority.</p>	MDS

ID	Mitigation measure	Applicable location(s) ¹
SO1	Direct impacts to public open space at the Blues Point temporary site would be minimised.	BP
SO2	Specific consultation would be carried out with sensitive community facilities (including aged care, child care centres, educational institutions and places of worship) potentially impacted during construction. Consultation would aim to identify and develop measures to manage the specific construction impacts for individual sensitive community facilities.	All except metro rail tunnels
B1	An ecologist would be present during the removal of any hollow-bearing trees.	CDS
B2	Potential bat roosting locations at Central Station, Waterloo Station and Marrickville dive sites would be checked by a qualified ecologist or wildlife handler prior to demolition. Any bats found would be relocated, unless in torpor, in which case the relocation would be delayed until the end of the torpor period.	CS, WS, MDS
B3	The local WIRES group and / or veterinarian would be contacted if any fauna are injured on site or require capture and / or relocation.	All except metro rail tunnels
B4	Procedures would be developed and implemented, in accordance with the National System for the Prevention and Management of Marine Pest Incursions, during Sydney Harbour ground improvement works to avoid transportation of marine pests from other locations, particularly the marine alga <i>Caulerpa taxifoli</i> .	GI
Construction		
FH1	<p>Detailed construction planning would consider flood risk at Barangaroo Station, Martin Place Station and the Waterloo Station construction sites. This would include identification of measures to avoid, where feasible and reasonable, construction phase flooding impacts on the community and on other property and infrastructure not worsen existing flooding characteristics up to and including the 100 year annual recurrence interval event in the vicinity of the project.</p> <p>Not worsen is defined as:</p> <ul style="list-style-type: none"> A maximum increase flood levels of 50mm in a 100 year Average Recurrence Interval flood event A maximum increase in time of inundation of one hour in a 100 year Average Recurrence Interval flood event <p>No increase in the potential for soil erosion and scouring from any increase in flow velocity in a 100 year Average Recurrence Interval flood event.</p>	BN, MP, WS

ID	Mitigation measure	Applicable location(s) ¹
FH2	The site layout and staging of construction activities at Marrickville dive site would avoid or minimise obstruction of overland flow paths and limit the extent of flow diversion required.	MDS
FH3	<p>Overland flow diversions during construction at the Marrickville dive site would meet the following criteria, where feasible and reasonable:</p> <p>Not worsen existing flooding characteristics up to and including the 100 year annual recurrence interval event in the vicinity of the project</p> <p>Increases in flood levels during events up to and including the 100-year average recurrence interval would be minimised particularly within private properties</p> <p>Any increase in flow velocity for events up to and including a 100-year average recurrence interval event would not increase the potential for soil erosion and scouring</p> <p>Dedicated evacuation routes would not be adversely impacted in flood events up to and including the probable maximum flood. This may include the requirement for changes to existing arrangements for flood warning systems and signage.</p> <p>Construction planning for the Marrickville dive site would be carried out in consultation with the State Emergency Services and Marrickville Inner West Council.</p> <p>Not worsen is defined as:</p> <p>A maximum increase flood levels of 50mm in a 100 year Average Recurrence Interval flood event</p> <p>A maximum increase in time of inundation of one hour in a 100 year Average Recurrence Interval flood event</p> <p>No increase in the potential for soil erosion and scouring from any increase in flow velocity in a 100 year Average Recurrence Interval flood event.</p>	MDS
Operation		
FH4	Where feasible and reasonable, detailed design would result in no net increase in stormwater runoff rates in all storm events unless it can be demonstrated that increased runoff rates as a result of the project would not increase downstream flood risk.	STW, AS, MDS
FH5	Where space permits, on-site detention of stormwater would be introduced where stormwater runoff rates are increased. Where there is insufficient space for the provision of on-site detention, the upgrade of downstream infrastructure would be implemented where feasible and reasonable.	STW, AS, MDS
FH6	Detailed design would occur in consultation with Marrickville Inner West Council to ensure future drainage improvement works around the Marrickville dive site would not be precluded.	MDS
FH7	Consultation would be carried out with Marrickville Inner West Council to ensure flood-related outcomes of the project are consistent with any future floodplain risk management study and / or plan developed for the Marrickville Valley Catchment.	MDS

ID	Mitigation measure	Applicable location(s) ¹
FH8	The frequency of Sydney Trains rail service disruptions due to flooding would not be increased in the vicinity of the Marrickville dive structure.	MDS
FH9	<p>Design of the Marrickville dive structure project would be reviewed to, where feasible and reasonable, not worsen existing flooding characteristics up to and including the 100 year annual recurrence interval event in the vicinity of the project. Detailed flood modelling would consider:</p> <ul style="list-style-type: none"> Potential changes to flood prone land and flood levels Potential changes to overland flow paths Redistribution of surface runoff as a result of project infrastructure Behaviour of existing stormwater runoff Potential changes required to flood evacuation routes, flood warning systems and signage. <p>further reduce flood levels for events up to and including the 100 year annual recurrence interval, including at private properties, within the road reserve at Bolton Street and around Sydenham Station.</p> <p>Flood modelling to support detailed design would be carried out in accordance with the following guidelines:</p> <ul style="list-style-type: none"> <i>Floodplain Development Manual</i> (NSW Government, 2005b) <i>Floodplain Risk Management Guideline: Practical Consideration of Climate Change</i> (DECC, 2007b) <i>Floodplain Risk Management Guide: Incorporating Sea Level Rise Benchmarks in Flood Risk Assessments</i> (DECCW, 2010c) <i>New guideline and changes to section 117 direction and EP&A Regulation on flood prone land, Planning Circular PS 07-003</i> (NSW Department of Planning, 2007). <p>Flood modelling and consideration of mitigation measures would be carried out in consultation with the relevant local councils, the Office of Environment and Heritage and the State Emergency Services.</p> <p>Not worsen is defined as:</p> <ul style="list-style-type: none"> A maximum increase flood levels of 50mm in a 100 year Average Recurrence Interval flood event A maximum increase in time of inundation of one hour in a 100 year Average Recurrence Interval flood event No increase in the potential for soil erosion and scouring from any increase in flow velocity in a 100 year Average Recurrence Interval flood event. 	MDS All except metro rail tunnels
FH10	<p>During detailed design, project infrastructure would be designed to meet the following criteria, where feasible and reasonable:</p> <ul style="list-style-type: none"> Locate station and service entrances to underground stations above the greater of the 100 year annual recurrence interval flood level plus 500mm or the probable maximum flood level Provide site surface grading and drainage collection systems at the Chatswood and Marrickville dive structures to manage the risk of local catchment and overland flooding for events up to and including the probable maximum flood event Locate aboveground rail system facilities (such as traction power supply sub stations) at least above the 100 year annual recurrence interval flood level plus 500mm 	All except metro rail tunnels

ID	Mitigation measure	Applicable location(s) ¹
	Protect facilities that are identified as being critical to emergency response operations from the probable maximum flood level.	
AQ1	The engines of all on-site vehicles and plant would be switched off when not in use for an extended period.	All
AQ2	Plant would be well maintained and serviced to minimise emissions. Emissions from plant would be considered as part of pre-acceptance checks.	All
AQ3	Construction site layout and placement of plant would consider air quality impacts to nearby receivers.	All except metro rail tunnels
AQ4	Hard surfaces would be installed on long term haul routes and regularly cleaned.	All except metro rail tunnels
AQ5	Unsurfaced haul routes and work area would be regularly damped down in dry and windy conditions.	All except metro rail tunnels
AQ6	All vehicles carrying loose or potentially dusty material to or from the site would be fully covered.	All except metro rail tunnels
AQ7	Stockpiles would be managed to minimise dust generation.	All except metro rail tunnels
AQ8	Demolition would be managed to minimise dust generation.	All except metro rail tunnels
AQ9	Ventilation from acoustic sheds would be filtered.	CDS, CN, VC, BN, MP, PS, WS, MDS
Construction		
HR1	All hazardous substances that may be required for construction would be stored and managed in accordance with the <i>Storage and Handling of Dangerous Goods Code of Practice</i> (WorkCover NSW, 2005) and <i>Hazardous and Offensive Development Application Guidelines: Applying SEPP 33</i> (Department of Planning, 2011).	All
HR2	Dial before you dig searches and non-destructive digging would be carried out to identify the presence of underground utilities.	All
HR3	A hazardous material survey would be completed for those buildings and structures suspected of containing hazardous materials (particularly asbestos) prior to their demolition. If asbestos is encountered, it would be handled and managed in accordance with relevant legislation, codes of practice and Australian standards.	CDS, CN, VC, MP, PS, CS, WS, MDS

ID	Mitigation measure	Applicable location(s) ¹
HR4	The method for delivery of explosives would be developed prior to the commencement of blasting in consultation with the Department of Planning and Environment and be timed to avoid the need for on-site storage.	CN, VC, BN, MP, PS, WS
Operation		
HR5	All hazardous substances that may be required for operation would be stored and managed in accordance with the <i>Storage and Handling of Dangerous Goods Code of Practice</i> (WorkCover NSW, 2005) and <i>Hazardous and Offensive Development Application Guidelines: Applying SEPP 33</i> (Department of Planning, 2011).	All
Construction		
WM1	All waste would be assessed, classified, managed and disposed of in accordance with the <i>NSW Waste Classification Guidelines</i> .	All
WM2	100 per cent of spoil that can be reused would be beneficially reused in accordance with the project spoil reuse hierarchy.	All
WM3	A recycling target of at least 90 per cent would be adopted for the project.	All
WM4	Construction waste would be minimised by accurately calculating materials brought to the site and limiting materials packaging.	All
Operation		
WM5	Generation of operation phase waste would be minimised.	All
Construction		
SUS1	Sustainability initiatives would be incorporated into the detailed design and construction of the project to support the achievement of the project sustainability objectives.	All
SUS2	A best practice level of performance would be achieved using market leading sustainability rating tools during design and construction.	All
SUS3	A workforce development and industry participation strategy would be developed and implemented during construction.	All
SUS4	Climate change risk treatments would be incorporated into the detailed design of the project including: Ensuring that adequate flood modelling is carried out and integrated with design Testing the sensitivity of air-conditioning systems to increased temperatures,	All

ID	Mitigation measure	Applicable location(s) ¹
	<p>and identify potential additional capacity of air-conditioning systems that may be required within the life of the project, with a view to safeguarding space if required</p> <p>Testing the sensitivity of ventilation systems to increased temperatures and provide adequate capacity.</p>	
SUS5	<p>An iterative process of greenhouse gas assessments and design refinements would be carried out during detailed design and construction to identify opportunities to minimise greenhouse gas emissions.</p> <p>Performance would be measured in terms of a percentage reduction in greenhouse gas emissions from a defined reference footprint.</p>	All
SUS6	<p>25 per cent of the greenhouse gas emissions associated with consumption of electricity during construction would be offset.</p>	All
Operation		
SUS7	<p>Sustainability initiatives would be incorporated into the operation of the project to support the achievement of the project sustainability objectives.</p>	All
SUS8	<p>Periodic review of climate change risks would be carried out to ensure ongoing resilience to the impacts of climate change.</p>	All
SUS9	<p>A workforce development and industry participation strategy would be developed and implemented during operation.</p>	All
SUS10	<p>100 per cent of the greenhouse gas emissions associated with consumption of electricity during operation would be offset.</p>	All
CU1	<p>Transport for NSW would manage and co-ordinate the interface with projects under construction at the same time. Co-ordination and consultation with the following stakeholders would occur, where required:</p> <ul style="list-style-type: none"> CBD Coordination Office Department of Planning and Environment Roads and Maritime Services Sydney Trains NSW Trains Sydney Buses Sydney Water Port Authority of NSW Willoughby Council North Sydney Council City of Sydney Council Marrickville Council Sydney Motorways Corporation Barangaroo Delivery Authority 	All

ID	Mitigation measure	Applicable location(s) ¹
	<p>Emergency service providers</p> <p>Utility providers</p> <p>Construction contractors.</p> <p>Co-ordination and consultation with these stakeholders would include:</p> <p>Provision of regular updates to the detailed construction program, construction sites and haul routes</p> <p>Identification of key potential conflict points with other construction projects</p> <p>Developing mitigation strategies in order to manage conflicts. Depending on the nature of the conflict, this could involve:</p> <p>Adjustments to the Sydney Metro construction program, work activities or haul routes; or adjustments to the program, activities or haul routes of other construction projects</p> <p>Co-ordination of traffic management arrangements between projects.</p>	

1 STW: Surface track works; CDS: Chatswood dive site; AS: Artarmon substation; CN: Crows Nest Station; VC: Victoria Cross Station; BP: Blues Point temporary site; GI: Ground improvement works; BN: Barangaroo Station; MP: Martin Place Station; PS: Pitt Street Station; CS: Central Station; WS: Waterloo Station; MDS: Marrickville dive site; Metro rail tunnels: Metro rail tunnels not related to other sites (eg TBM works); PSR: Power supply routes.

Schedule E4. Requirements of Third Party Agreements

(Clauses 1.1 and 2.11)

Schedule E4 Part 1

No limitation on Contract

Nothing in this Schedule E4 limits the Principal's rights or affects the Contractor's obligations under any clause of this Contract.

Schedule E4 Part 2

Third Party Agreements

- (a) The Contractor acknowledges that the Principal will enter into Third Party Agreements:
- (i) in respect of Adjoining Properties set out in Schedule E7;
 - (ii) on terms similar to those set out in the Draft Adjoining Owner Deed in Schedule E5; and
 - (iii) containing the rights specified in Schedule E7.
- (b) The Contractor:
- (i) must, in performing the Contractor's Activities, unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Third Party Agreements as if it were named as the Principal in the Third Party Agreements so as to ensure that the Principal is able to fully meet its obligations under the Third Party Agreements or otherwise at Law except to the extent that Table 1 below:
 - A. provides that the Principal will comply with, satisfy, carry out and fulfil an obligation, condition or requirement; or
 - B. limits the Contractor's obligation in respect of that obligation, condition or requirement; and
 - (ii) must comply with and fulfil any conditions, obligations or requirements allocated to the Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in paragraph(b)(i) of this Schedule E4;
 - (iii) must assist the Principal in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in Table 1 below;
 - (iv) may only exercise the Principal's discretions or rights under any Third Party Agreement:
 - A. in accordance with this Part 2 of Schedule E4; or
 - B. otherwise with the Principal's prior written consent (which must not be unreasonably withheld or delayed).

- (v) may exercise the Principal's rights to obtain access to an Adjoining Property under a Third Party Agreement for the purpose of carrying out the Contractor's Activities.
- (c) Where a Third Party Agreement provides for the Principal to provide a document, notice or information to a Third Party, the Contractor:
 - (i) must not provide any such document, notice or information directly to the Third Party; and
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Third Party within the time period required by the Third Party Agreement.
- (d) The Contractor must, in carrying out the Contractor's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of each Third Party Agreement or other requirements of each Third Party;
 - (ii) ensure that no act or omission of the Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to a Third Party under a Third Party Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Third Party Agreement .
- (e) Whenever, pursuant to the terms of a Third Party Agreement, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to a Third Party then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under each Third Party Agreement or in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Contract.
- (f) The Contractor acknowledges that to the extent that a Third Party Agreement contains a provision pursuant to which the relevant Third Party is stated to make no representation as to a state of affairs, the Contractor agrees that the Principal similarly makes no representation to the Contractor in respect of that state of affairs in the same way as if the relevant terms of the Third Party Agreement were set out fully in this Contract.
- (g) Nothing in the Third Party Agreements or this Schedule E4 limits the Principal's rights or the Contractor's obligations in relation to Completion of any relevant Portion or the rectification of Defects under this Contract.
- (h) The Contractor must indemnify the Principal from and against any claim by any Third Party or third party or any liability of the Principal to any Third Party or third party arising out of or in any way in connection with any Third Party Agreement to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with, the Contractor's Activities:
 - (i) provided that the Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the liability or claim; and

- (ii) except to the extent it is limited in this Schedule E4.
- (i) The Contractor will only be liable to the Principal for any liability arising out of clauses 19, 21.4 and 23 of a Third Party Agreement:
 - (i) to the extent that the Principal incurs a liability to a Third Party arising out of or in connection with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by, the Contractor or its Subcontractors; or
 - (ii) where the Contractor would otherwise be liable to the Principal pursuant to a provision of this Contract in respect of the matter.
- (j) The Contractor:
 - (i) bears the full risk of:
 - A. it complying with the obligations under this Schedule E4; and
 - B. any acts or omissions of any Third Party or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property; and
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in clause (j)(i) of this Schedule E4; or
 - B. any acts or omissions of any Third Party or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property.

Table 1 – Extent of Principal's Responsibilities for Third Party Agreements

Clause	Extent of the Principal's Responsibilities for the clause specified
1.1 – Definition of "TfNSW's Representative"	The Principal will be responsible for appointing the TfNSW Representative.
3.3(c)	All, however, the Principal must not grant its consent to any works contemplated by this clause unless the Principal first obtains the Contractor's prior written consent (which must not be unreasonably withheld or delayed).
7.1(a)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
7.3	All
7.4	All, but the Contractor must notify the Principal in writing if it wishes to request an extension to the Licence Period.
7.5	All, except to the extent that: (a) the Licence Period is extended; and (b) an Additional Licence Fee becomes payable, due to delay for which the Contractor has not been granted an extension of time or due to a breach of contract by, a negligent act or omission of, or injury, death or damage caused by, the Contractor or its Subcontractors.
9.2(b)	The Principal retains responsibility for structural repairs and remediation under this clause except to the extent: (a) any structural repairs or remediation is required due to a breach of contract or negligent act or omission of the Contractor; or (b) the Contractor is directed to perform structural repairs or remediation as a Change.
10	All, however, the Principal must not grant its consent to any works contemplated by this clause unless the Principal first obtains the Contractor's prior written consent (which must not be unreasonably withheld or delayed).
13	All
15	All
16	The Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.

Clause	Extent of the Principal's Responsibilities for the clause specified
19	All, except to the extent clause (i) of Part 2 of this Schedule E4 applies.
21.1	All
21.2	All
21.3	All
21.4	All, except to the extent clause (i) of Part 2 of this Schedule E4 applies.
21.5	All
22	All
23.1	All, except to the extent that interest becomes due and payable on an amount for which the Contractor is liable under clause (i) of Part 2 in this Schedule E4.
24.4	All



Schedule E5. Draft Adjoining Owner Deed

Adjoining Owner Deed

Transport for NSW

ABN 18 804 239 602

and

[to be inserted]

ACN *[to be inserted]*

DRAFT

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Annexure

- A Project Approval
- B Deed of Covenant
- C Adjoining Owner Deed
- D Easement Terms

THIS DEED is made on

BETWEEN:

- (1) **Transport for NSW** ABN 18 804 239 602 (**TfNSW**); and
- (2) [*insert*] ABN [*insert*] (the **Owner**).

RECITALS:

- (A) TfNSW is **Opt**[or will be] the registered proprietor of the Works Site and proposes to carry out the Works at the Works Site for the purposes of the Sydney Metro City & Southwest project (**Project**).
- (B) The Owner is the registered proprietor of the Adjoining Land.
- (C) TfNSW has requested and the Owner has consented to TfNSW accessing and encroaching on the Adjoining Land for the purposes of the Works on the terms set out in this deed.
- (D) TfNSW has agreed to pay to the Owner the Licence Fee for the rights to access and encroach on the Adjoining Land in accordance with the terms of this deed.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

Access Licence Fee means the fee payable in respect of the rights granted under clause 2.1 being the amount specified in Item 4 of the Contract Particulars.

Access Period means the period of the licence granted under clause 2.1 as specified in Item 3 of the Contract Particulars, commencing on the date specified in the Notice given in respect of the licence under clause 2.1.

Additional Access Licence Fee means the additional licence fee payable in respect of any extension of the Access Period under clause 7.4(a) in the amount specified in Item 5 of the Contract Particulars.

Additional Crane Access Licence Fee means the additional licence fee payable in respect of any extension of the Crane Access Period under clause 7.4(a) in the amount specified in Item 11 of the Contract Particulars.

Additional Demolition and Construction Licence Fee means the additional licence fee payable in respect of any extension of the Demolition and Construction Period under clause 7.4(a) in the amount specified in Item 17 of the Contract Particulars.

Additional Licence Fee means, as applicable, each of the following:

- (a) the Additional Access Licence Fee;
- (b) the Additional Crane Access Licence Fee;
- (c) the Additional Demolition and Construction Licence Fee;
- (d) the Additional Rock Anchor Licence Fee; and
- (e) the Additional Scaffolding Zone Licence Zone.

Additional Rock Anchor Licence Fee means the additional licence fee payable in respect of any extension of the Rock Anchor Period under clause 7.4(a) in the amount specified in Item 8 of the Contract Particulars.

Additional Scaffolding Zone Licence Fee means the additional licence fee payable in respect of any extension of the Scaffolding Zone Period under clause 7.4(a) in the amount specified in Item 14 of the Contract Particulars.

Adjoining Land means the land specified in Item 2 of the Contract Particulars and, where the context requires, includes the Building.

Authority means any:

- (a) government, government department or government agency;
- (b) governmental, semi-governmental or judicial person; or
- (c) other person (whether autonomous or not) who is charged with the administration of a law.

Building means the building and other structures (or any part of the building or other structures) on the Adjoining Land from time to time.

Business Day means any day other than a Saturday, Sunday, public holiday in New South Wales or 27, 28, 29, 30 or 31 December.

Contract Particulars means Schedule 1 of this deed.

Crane Access means using and accessing the airspace within the Adjoining Land from the Works Site during the Demolition and Construction Period for:

- (a) setting up and dismantling a tower crane;
- (b) slewing, suspending and swinging a tower crane for the purpose of carrying out the Works; and
- (c) having a tower crane overhang in the airspace within the Adjoining Land.

Crane Access Licence Fee means the fee payable in respect of the rights granted under clause 4.1 being the amount specified in Item 10 of the Contract Particulars.

Crane Access Period means the period of the licence granted under clause 4.1 as specified in Item 9 of the Contract Particulars, commencing on the date specified in the Notice given in respect of the licence under clause 4.1.

Demolition and Construction Licence Fee means the fee payable in respect of the rights granted under clause 6.1 being the amount specified in Item 16 of the Contract Particulars.

Demolition and Construction Period means the period of the licence granted under clause 6.1 as specified in Item 15 of the Contract Particulars, commencing on the date specified in the Notice given in respect of the licence under clause 6.1.

Demolition and Construction Works means the demolition, tunnelling, excavation, construction and other ancillary works as identified in the Project Approval.

Dispute means any dispute, disagreement, difference of opinion or conflict between the parties arising out of, or in connection with, this deed, except for those clauses of this deed which are expressly excluded from the operation of clause 16.

Easement means each easement specified in Item 18 of the Contract Particulars.

Good Design and Construction Practice means practices followed when works are undertaken:

- (a) with due care and skill and applying professional standards in accordance with all laws, approvals, NSW Government policies, codes and guidelines in respect of building design, engineering and construction practices;
- (b) with due expedition and without unnecessary and unreasonable delays;
- (c) in accordance with all laws; and
- (d) using materials of merchantable quality which are fit for their intended purpose.

GST means the same as "GST" means in the GST Law.

GST Law means the same as "GST law" means in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Impact means noise, dust, vibration, obstruction or contamination affecting the Adjoining Land or the Building caused by the carrying out of the Works beyond the permitted standards, limits and procedures applicable under the Project Approvals.

Law means Commonwealth, New South Wales or local government legislation, including ordinances, instruments, codes of practice, policy and statutory guidance (but excluding the Building Code 2013 issued under subsection 27(1) of the *Fair Work (Building Industry) Act 2012* (Cth), or any subsequent code of practice which takes effect and supersedes the Building Code 2013, any other building codes or Standards Australia codes), requirements, regulations, by-laws and other subordinate legislation.

Licence Fee means, as applicable, each of the following:

- (a) Access Licence Fee;
- (b) Crane Access Licence Fee;
- (c) Demolition and Construction Licence Fee;
- (d) Rock Anchor Licence Fee; and
- (e) Scaffolding Zone Licence Fee.

Licence Period means, as applicable, each of the following:

- (a) Access Period;
- (b) Crane Access Period;
- (c) Demolition and Construction Period;
- (d) Rock Anchor Period; and
- (e) Scaffolding Zone Period.

Maximum Owner's Consultants Fees means the amount specified in Item 20 of the Contract Particulars.

Notice means the notice issued in accordance with clause 11.

Occupier means any person who is legally entitled and authorised to occupy any part of the Building.

Owner's Consultant means:

- (a) the Owner's Representative, in carrying out its functions under this deed; and
- (b) geotechnical, structural or other relevant specialist engaged by the Owner to review reports and materials provided by TfNSW to the Owner and, where relevant, assess any Impacts and advise the Owner in relation to such assessment, to the extent that such reports, materials and Impacts are relevant to the Building.

Owner's Representative means the person appointed by the Owner from time to time pursuant to this deed to liaise with TfNSW.

Project Approval means the project approval **Opt**[issued by the Minister for Planning under the *Environmental Planning & Assessment Act 1979* (NSW) dated [*insert*], a copy of which is attached as Annexure A] or [or approvals to be issued by the Minister for Planning subsequent to the date of this deed] authorising, amongst other things, the demolition of the existing building at the Works Site, the tunnelling and station excavation works within the Works Site and any subsequent construction and other ancillary works.

Rock Anchor Licence Fee means the fee payable in respect of the rights granted under clause 3.1 being the amount specified in Item 7 of the Contract Particulars.

Rock Anchor Period means the period of the licence granted under clause 3.1 as specified in Item 6 of the Contract Particulars, commencing on the date specified in the Notice given in respect of the licence under clause 3.1.

Rock Anchors means rock anchors, rock pinning, rock nails and other structures or equipment for the purpose of temporarily supporting or temporarily protecting the works on the Works Site and temporarily underpinning and supporting improvements erected on the Adjoining Land.

Scaffolding means a temporary structure (including access platforms, working platforms, catch platforms, landing platforms, chainmesh and shade cloth mesh) incorporating elements of scaffolding systems as detailed using the principles of engineering design supported on:

- (a) the ground;
- (b) a class B hoarding structure;
- (c) a cantilevered support structure;
- (d) adjacent property roof structure(s); or
- (e) any combination of the above,

as may be applicable, and braced as required using scaffold ties, anchorages and components as determined by principles of engineering design.

Scaffolding Zone means the zone on the Adjoining Land:

- (a) immediately adjacent to or in front of the Building;

- (b) above the Building; or
- (c) any combination of the above two locations,

within a distance of [2.5] metres from the boundary of the Works Site.

Scaffolding Zone Licence Fee means the fee payable in respect of the rights granted under clause 5.1 being the amount specified in Item 13 of the Contract Particulars.

Scaffolding Zone Period means the period of the licence granted under clause 5.1 as specified in Item 12 of the Contract Particulars, commencing on the date specified in the Notice given in respect of the licence under clause 5.1.

TfNSW's Agents means every agent, employee, contractor (and each of their subcontractors at any level) and consultant of TfNSW.

TfNSW's Engineer means the person identified in Item 19 of the Contract Particulars.

TfNSW's Representative means the person appointed by TfNSW from time to time pursuant to this deed to liaise with the Owner's Representative.

Works means the works to be carried out by TfNSW on the Works Site in accordance with the Project Approval.

Works Site means the land specified in Item 1 of the Contract Particulars.

1.2 **Rules for interpreting this deed**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this deed) or agreement, or a provision of a document (including this deed) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this deed or to any other document or agreement includes a successor in title, permitted substitute or a permitted assignee of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (g) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (h) Words and terms defined in the GST Law have the same meaning in clauses concerning GST.
- (i) On the basis that TfNSW is notionally liable to pay GST under the GST Law, a reference in this deed to a liability to pay GST or an entitlement to an input tax credit includes any notional GST liability or input tax credit entitlement.
- (j) If a person is a member of a GST group, references to GST which the person must pay and to input tax credits to which the person is entitled to claim include GST which the representative member of the GST group of which the party is a member must pay and input tax credits to which the representative member is entitled.

1.3 **Non Business Days**

If the day on or by which a party must do something under this deed is not a Business Day, the party must do it on the next Business Day.

1.4 **The rule about "contra proferentem"**

This deed is not to be interpreted against the interests of a party merely because that party proposed this deed or some provision of it or because that party relies on a provision of this deed to protect itself.

2. **ACCESS LICENCE**

2.1 **Licence**

The Owner grants to TfNSW and TfNSW's Agents a non-exclusive licence during the Access Period to access the Adjoining Land for the purpose of undertaking site surveys, site investigations and due diligence enquiries.

3. **ROCK ANCHOR LICENCE**

3.1 **Licence**

The Owner grants to TfNSW and TfNSW's Agents a non-exclusive licence to access and encroach upon the Adjoining Land for the purpose of the installation of Rock Anchors below the surface of the Adjoining Land during the Rock Anchor Period. The Owner acknowledges that, once such use has ended, the Rock Anchors will be redundant but will remain in situ until otherwise removed or cut through.

3.2 **TfNSW's obligations**

Without limiting clause 7, in exercising its rights under clause 3.1, TfNSW must:

- (a) prior to the installation of any Rock Anchors, provide the Owner with the following information:

- (i) details of the design of each Rock Anchor type;
 - (ii) an engineering report by an appropriately qualified person or firm, indicating the anticipated type and position of each Rock Anchor to be installed; and
 - (iii) a work method statement which details the proposed methodology in relation to the installation of the Rock Anchors;
- (b) provide to the Owner, as soon as reasonably practicable, details of any subsequent material changes to the information provided to the Owner under paragraph 3.2(a); and
 - (c) after the installation of all Rock Anchors, arrange for and give the Owner's Representative a copy of an appropriate structural certification report prepared by TfNSW's Engineer or any other structural engineering person or firm of equivalent standing engaged by TfNSW.

3.3 De-stressing of Rock Anchors

- (a) TfNSW must de-stress all stressed Rock Anchors as soon as reasonably practicable during the Rock Anchor Period and give to the Owner's Representative an engineering report by an appropriately qualified and insured person or firm, indicating that the Rock Anchors have been satisfactorily de-stressed.
- (b) Following de-stressing and the redundancy of the temporary Rock Anchors, the Owner may, at its cost, cut the Rock Anchors at any location within the Adjoining Land and otherwise deal with that part of the Rock Anchors on the Adjoining Land as the Owner sees fit.
- (c) The Owner covenants that it will not carry out any works to the Adjoining Land (such as excavation below the Adjoining Land) that will require the de-stressing or cutting of the Rock Anchors prior to the expiry of the Rock Anchor Period, without the prior written approval of TfNSW (which TfNSW will not unreasonably withhold or delay).

4. CRANE ACCESS LICENCE

4.1 Licence

The Owner grants to TfNSW and TfNSW's Agents a non-exclusive licence to encroach the airspace within the Adjoining Land during the Crane Access Period for the purpose of Crane Access.

4.2 TfNSW's obligations

Without limiting clause 7, in exercising its rights under clause 4.1, TfNSW must:

- (a) prior to any encroachment in the airspace within the Adjoining Land, provide the Owner with the details of the type of cramage, extent of encroachment, frequency of encroachment and estimated duration of the encroachment; and
- (b) ensure that the tower crane is maintained in good repair and safe condition.

5. SCAFFOLDING ZONE LICENCE

5.1 Licence

The Owner grants to TfNSW and TfNSW's Agents a non-exclusive licence to access and encroach the Scaffolding Zone during the Scaffolding Zone Period for the purpose of installing and maintaining the Scaffolding.

5.2 TfNSW's obligations

Without limiting clause 7, in exercising its rights under clause 5.1, TfNSW must:

- (a) prior to any encroachment in the Scaffolding Zone or the erection of any Scaffolding in or on the Scaffolding Zone, provide the Owner with details of the extent of the Scaffolding, including access paths through and around the Scaffolding where there may be an impact on the access to the Adjoining Land;
- (b) ensure that the Scaffolding is maintained in good repair and in a safe condition;
- (c) not use the Scaffolding Zone for any purpose other than in accordance with the licence granted under this clause 5;
- (d) maintain adequate safety arrangements in respect of the Scaffolding Zone to:
 - (i) mitigate risk of harm to members of the public caused by the activities of TfNSW; and
 - (ii) maintain adequate safety arrangements in respect of the Scaffolding Zone to secure the Building from being accessed from any part of the Scaffolding; and
- (e) remove the Scaffolding as soon as reasonably practicable, once it is no longer required.

5.3 Permitted extension of Scaffolding Zone

If, due to TfNSW's obligations under clauses 5.2(d) and 7.1(c)(i), TfNSW is required to increase the Scaffolding Zone, then TfNSW may, by written notice to the Owner, seek the Owner's approval for an expansion of the area of Scaffolding Zone. In such circumstances, the Owner must not unreasonably withhold or delay its consent.

6. FURTHER ACCESS AND ENCROACHMENT

6.1 Licence

Subject to clauses 2 to 5 (inclusive), the Owner grants to TfNSW and TfNSW's Agents a non-exclusive licence to access and encroach on the Adjoining Land during the Demolition and Construction Period for the following purposes:

- (a) to carry out the Demolition and Construction Works on the Works Site;
- (b) carry out works to protect existing services located in, on, under and attached to the Adjoining Land;
- (c) install temporary site sheds and amenities;
- (d) install drainage to divert storm water from the Works Site on to or under the Adjoining Land;
- (e) install, remove or relocate utility services; and
- (f) rectify any defects to the Demolition and Construction Works.

6.2 **TfNSW's obligations**

Without limiting clause 7, in exercising its rights under clause 6.1, TfNSW must:

- (a) prior to accessing or encroaching on the Adjoining Land, provide the Owner with no less than 5 Business Days' prior written notice of the details and extent of the access or encroachment, frequency of the access or encroachment and estimated duration of the access or encroachment; and
- (b) prior to and as a precondition of any access or encroachment on the Adjoining Land, obtain the Owner's written consent to proceed with the access or encroachment detailed in the information provided under paragraph (a), which consent shall not unreasonably be withheld or delayed.

7. **TFNSW'S OBLIGATIONS**

7.1 **Exercise of licence rights**

In exercising its rights under clauses 2.1, 3.1, 4.1, 5.1 and 6.1 (as applicable), TfNSW must:

- (a) obtain all relevant approvals from any Authority (to the extent required);
- (b) make good any damage to the Adjoining Land caused by TfNSW or TfNSW's Agents; and
- (c) carry out all works:
 - (i) in a proper and workmanlike manner and in accordance with Good Design and Construction Practice; and
 - (ii) so as to cause as little inconvenience as is reasonably practicable to the Owner and any Occupier.

7.2 **TfNSW acknowledgments**

If rights of access or encroachment have been granted to TfNSW under this deed, TfNSW acknowledges and agrees that:

- (a) it will take all necessary steps to minimise any adverse interference to the Owner and the Occupier and to any activities being carried out on the Adjoining Land by or on behalf of the Owner or the Occupiers;
- (b) when providing information to the Owner under clauses 3.2(a), 4.2(a), 5.2(a) and 6.2(a) (as applicable), TfNSW will also provide any further or additional information reasonably requested by the Owner;
- (c) it will comply with the Owner's reasonable requirements and instructions relating to such access and encroachment;
- (d) it will comply with all relevant Law and the Planning Approval relating to such access and encroachment; and
- (e) it will make good any damage to the Adjoining Land caused by TfNSW and TfNSW's Agents.

7.3 **Licence Fees**

- (a) In consideration of the granting of the rights under clauses 2.1, 3.1, 4.1, 5.1 and 6.1 (as applicable), TfNSW agrees to pay to the Owner each applicable Licence Fee for the duration of each relevant Licence Period.
- (b) TfNSW must pay each Licence Fee by electronic transfer to a bank account nominated by the Owner no later than 15 Business Days after the later of:
 - (i) TfNSW giving a Notice in accordance with clause 11.1(a) in respect of the licence to which the Licence Fee relates; and
 - (ii) the date on which the Owner issues a valid tax invoice to TfNSW in respect of the licence to which the Licence Fee relates.

7.4 **Adjustment of Licence Period**

- (a) TfNSW may, by written notice (**Licence Period Adjustment Notice**) to the Owner prior to the end of a Licence Period, extend that Licence Period.
- (b) TfNSW may serve more than one Licence Period Adjustment Notice in respect of any Licence Period during the term of this deed, if required.
- (c) If TfNSW serves a Licence Period Adjustment Notice, TfNSW must, in that notice, specify the Licence Period which is being extended and the period of such extension.

7.5 **Adjustment of Licence Fee if Licence Period is extended**

- (a) If a Licence Period is extended by TfNSW under clause 7.4(a), TfNSW must, upon being invoiced by the Owner, pay to the Owner the applicable Additional Licence Fee for the duration of the extended Licence Period.
- (b) The Owner may invoice TfNSW in respect of the Additional Licence Fee at the end of each one month period during the extended Licence Period and TfNSW must pay that Additional Licence Fee within 20 Business Days of the Owner's invoice. If the final invoice period of the extended Licence Period is less than one month, the Owner may issue an invoice for the applicable number of weeks or part thereof at the end of that period.

8. **TFNSW'S RIGHT TO SUBLICENCE AND SUBCONTRACT**

8.1 **Right to sublicence**

- (a) The Owner agrees that the licences granted to TfNSW under clauses 2 to 6 (inclusive) include the right of TfNSW to sublicence to any of TfNSW's Agents.
- (b) Any sublicence will be granted on a royalty free basis.
- (c) Notwithstanding paragraph (a), the grant of any such sublicence shall not relieve TfNSW of any of its obligations under this deed.

8.2 **Right to subcontract**

TfNSW:

- (a) intends to engage one or more third parties to undertake and deliver the Project, or parts of the Project, including the Works;
- (b) may engage such third parties from time to time in relation to the Project and the Works as TfNSW sees fit;

- (c) remains fully responsible to the Owner for all of its obligations under this deed, despite any engagement by TfNSW of such third parties and the acts and omissions of a third party engaged by TfNSW in connection with the Project or the Works are considered to be the acts and omissions of TfNSW; and
- (d) may subcontract with any such third parties for the purpose of each relevant third party carrying out any obligations of TfNSW or exercising any right of TfNSW under this deed.

9. TEMPORARY WATERPROOFING, STRUCTURAL REPAIRS AND REMEDIATION

9.1 Temporary waterproofing measures, structural repairs and remediation

For the purposes of this clause 9, the term "waterproofing measures", "structural repairs" and "remediation" means technically appropriate waterproofing measures, structural repairs and remediation, in line with standard industry practice, for demolition and construction works of this nature.

9.2 When waterproofing measures, structural repairs and remediation would be required

- (a) During the Demolition and Construction Works, TfNSW will:
 - (i) assess, on an ongoing basis, whether an exposed part of parts of the Building require waterproofing measures, structural repairs or remediation; and
 - (ii) promptly report to the Owner on the outcome of its assessments.
- (b) If, during the Demolition and Construction Works, the Owner and TfNSW agree that, due to the Demolition and Construction Works, an exposed part or parts of the Building require waterproofing measures, structural repairs or remediation, then:
 - (i) TfNSW will (at TfNSW's cost) install such waterproofing measures and undertake structural repairs and remediation once requested in writing to do so by the Owner; and
 - (ii) the Owner will, acting reasonably, permit TfNSW and TfNSW's Agents to access and occupy the Adjoining Land to install such waterproofing measures and undertake such structural repairs and remediation.
- (c) Once the installed waterproofing measures or any temporary structural repairs are no longer required for the Building (as determined by TfNSW, acting reasonably), TfNSW will remove such waterproofing measures or temporary structural repairs.
- (d) If requested by TfNSW, the Owner must, as soon as reasonably practicable, provide to TfNSW the as-built documentation of the Building façade or other elements of the Building (as required), to enable TfNSW to design an appropriate solution for the required waterproofing measures or temporary structural repairs.

10. OWNER'S OBLIGATIONS

The Owner covenants that it will not carry out, or permit to be carried out, any works to the Building or on or from the Adjoining Land (such as excavation below the Adjoining Land) that may delay or otherwise interfere with the Works or adversely affect the Works Site during the Demolition and Construction Period without the prior written approval of TfNSW (which TfNSW will not unreasonably withhold or delay).

11. **NOTICE**

11.1 **Notice regarding commencement of licence**

(a) TfNSW must, during the Demolition and Construction Period, give a notice to the Owner setting out:

- (i) the commencement date of the relevant licence period set out in clauses 2.1, 3.1, 4.1, 5.1 and 6.1 (as applicable); and
- (ii) the date on which TfNSW will cease exercising its rights under clauses 2.1, 3.1, 4.1, 5.1 and 6.1 (as applicable),

and TfNSW is entitled to access and encroach upon the Adjoining Land in accordance with the terms of this deed.

(b) The parties agree that only those licences that are required at the relevant time will be set out in that Notice.

11.2 **Notice period**

TfNSW must provide a notice referred to in clause 11.1 to the Owner at least 20 Business Days prior to the commencement of the relevant licence.

12. **LICENCE FEE**

The Owner accepts payment of the Licence Fee in full and final satisfaction of any claim for compensation that the Owner may have or, but for the entry into this deed, would have had in respect of TfNSW exercising its rights under this deed.

13. **OPT[SURRENDER OF EASEMENTS**

(a) At its own cost, TfNSW must procure the:

- (i) release of the Easement; and
- (ii) simultaneous with the release of the Easement, the creation of, and registration on title of, a new easement in favour of the Adjoining Land on **Opt**[the same terms as the Easement] or [on terms set out in Annexure C, as may be varied only with the prior written consent of the Owner],

provided that the new easement must be registered at the same time as TfNSW registers any stratum plan(s) in respect of the Works Site.

(b) The Owner agrees that the carrying out of the Demolition and Works as contemplated under this deed do not comprise a breach of the Easement.

(c) If TfNSW is required to release the Easement or register a new easement in favour of the Adjoining Land under paragraph (a), the Owner must obtain the consent of any holder of a mortgage, encumbrance or lien affecting the Adjoining Land and if relevant produce the certificate of title to the Adjoining Land. TfNSW will be responsible for all reasonable costs associated with the consent and production fee incurred by any holder of a mortgage, encumbrance or lien.]

14. **INSURANCE**

14.1 **Insurance**

Prior to commencing the Demolition and Construction Works, TfNSW must effect and maintain, or procure its contractor effects and maintains:

- (a) a public and products liability policy of insurance for not less than the amount of \$50 million per occurrence which covers TfNSW's liability to third parties; and
- (b) contracts works insurance to cover the value of all elements of the Demolition and Construction Works that are to be carried out on, under or in the vicinity of the Adjoining Land (including the works contemplated by clause 9).

14.2 **Certificates of currency**

On request, TfNSW must provide the Owner with a certificate of currency for each of the policies.

15. **COMMUNICATION**

- (a) On or before the date of this deed TfNSW must give to the Owner the telephone number of a 24 hour contact for TfNSW (which may be a person engaged by TfNSW as its contractor or agent) which the Owner may use to contact TfNSW whilst TfNSW is undertaking the Works.
- (b) To facilitate transparent and open communication and consultation, TfNSW provides the following methods for communication:
 - Phone: 1800 171 386
 - Email: sydneymetro@transport.nsw.gov.au
 - Mail: PO Box 588
North Ryde BC NSW 1670
 - Website: sydneymetro.info
- (c) The Owner will give to TfNSW the telephone number of the Owner's Representative who is a 24 hour contact for the Owner.
- (d) TfNSW must consult regularly with the Owner's Representative as reasonably requested by the Owner's Representative and in any event:
 - (i) no less than once a month during the Demolition and Construction Period; or
 - (ii) otherwise as agreed by the parties (including during the Demolition and Construction Period).
- (e) TfNSW will endeavour to give the Owner's Representative not less than 5 Business Days prior written notice of the date of commencement of the Demolition and Construction Works.

16. **DISPUTE RESOLUTION**

- (a) Where a dispute arises between the parties in relation to this deed, and to the extent that the mechanism for resolving that dispute is not otherwise expressly addressed elsewhere in this deed, the parties agree to be bound by the dispute resolution procedure set out in this clause.
- (b) If a dispute arises out of or in connection with this deed, including any dispute as to breach or termination of this deed or to any claim in tort, in equity or under any legislation, a party cannot commence any court proceedings relating to the dispute unless and until that party has complied with the following clauses. The only exception is where that party seeks urgent interlocutory relief.

- (c) A party claiming that a dispute has arisen must serve a notice on the other party specifying the nature of the dispute in accordance with the notification provisions set out in clause 20.
- (d) On receipt of that notice by that other party, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or similar techniques agreed by the parties.
- (e) If the parties do not agree within 20 Business Days of service of the notice of dispute, or any further period agreed in writing by them, as to:
 - (i) the dispute resolution forum and procedures to be adopted;
 - (ii) the timetable for all steps in those procedures; and
 - (iii) the selection and compensation to be paid to such independent person or persons required for the dispute resolution forum;
 then the dispute may be referred to resolution by:
 - (iv) an independent expert agreed to by the parties; or
 - (v) failing agreement between the parties within 5 Business Days of seeking to agree on an expert, the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales and must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration. In selecting the mediator, the President of the Law Society is to have regard to the technical nature of the matter or matters in dispute and appoint a mediator with the appropriate technical qualifications.
- (f) Any determination of a dispute by the expert must be in writing, must contain a statement of reasons in such a form as the expert considers reasonably appropriate having regard to the nature of the dispute and will include a determination as to the award of costs.
- (g) If any expert does not provide the determination, then either party may seek the appointment of a substitute expert to act as an initial expert and paragraph (e) will apply.
- (h) Any determination made by the expert will be final and binding on the parties. The expert will act as an expert and not as an arbitrator. The expert must keep confidential all material and information made available to the expert in respect of the dispute.
- (i) To the extent possible, the parties must continue to perform their obligations under this deed despite the existence of any dispute.
- (j) Both parties must adhere to the dispute resolution procedure set out in this deed. Except in the case where urgent interlocutory relief is required to restrain a breach or threatened breach of this deed, a party may not commence any court proceedings relating to a dispute unless it has complied with this clause 16.

17. INDEMNITY

17.1 Indemnity

- (a) Subject to clause 18, TfNSW must at all times indemnify and keep indemnified the Owner against all third party claims arising from:
 - (i) the use and access of the Adjoining Land by TfNSW;
 - (ii) the installation or use of the Rock Anchors in the Adjoining Land by TfNSW;
 - (iii) the use and access of the airspace above the Adjoining Land for Crane Access by TfNSW;
 - (iv) the use of the Scaffolding Zone for Scaffolding by TfNSW; and
 - (v) physical damage to the Adjoining Land caused by the Demolition and Construction Works.
- (b) TfNSW must at all times indemnify and keep indemnified the Owner against all actions, claims, proceedings, losses, costs, damage and expenses in respect of any death, injury or property damage arising from the negligent acts or omissions or wilful misconduct of TfNSW or TfNSW's Agents.
- (c) TfNSW's liability under the indemnities in paragraphs (a) and (b) will be reduced proportionally to the extent that such liability was attributable to by the negligent acts or negligent omissions or wilful misconduct of the Owner or any Occupier.

17.2 Release

TfNSW uses the Adjoining Land and the Building at its own risk and the Owner accepts no responsibility for any loss or damage to the property of TfNSW. To the extent permitted by law, TfNSW releases the Owner from any claim, action, damage, loss, liability, cost or expense which TfNSW suffers or incurs or is liable for in respect of the Adjoining Land or TfNSW's use of the Adjoining Land, except to the extent that any such loss or damage is caused or contributed to by the negligence or wilful misconduct of the Owner.

18. NUISANCE

18.1 Release by the Owner

- (a) The Owner acknowledges and agrees that:
 - (i) the use and access of the Adjoining Land by TfNSW;
 - (ii) the installation or use of the Rock Anchors in the Adjoining Land by TfNSW;
 - (iii) the use and access of the airspace above the Adjoining Land for Crane Access by TfNSW;
 - (iv) the use of the Scaffolding Zone for Scaffolding by TfNSW;
 - (v) the Demolition and Construction Works; and/or
 - (vi) other activities undertaken by TfNSW in accordance with the Project Approval,

may cause interference to the Owner's and/or any Occupier's use and enjoyment of the Adjoining Land, including:

 - (vii) restricted access to the Adjoining Land; and
 - (viii) dust, noise and vibration.

- (b) To the extent permitted by law, the Owner releases TfNSW from any present or future action, claim, proceeding, loss, cost, damage, expense or liability (together the **Relevant Liabilities**) that the Owner and/or any Occupier suffers or incurs or is liable for arising out of or connected with any interference with the Owner's and/or any Occupier's use and enjoyment of the Adjoining Land caused by the matters referred to in paragraphs (a)(i) to (a)(vi) (inclusive), except to the extent that a Relevant Liability arises due to a breach of this deed by TfNSW or TfNSW's Agents.

18.2 Notice to Occupiers

The Owner must give notice to all Occupiers if any of the matters referred to in clauses 18.1(a)(i) to 18.1(a)(vi) (inclusive) are likely to cause interference with the Owner's and/or any Occupier's use and enjoyment of the Adjoining Land.

19. COSTS

- (a) TfNSW must pay, within 20 Business Days of receipt of a valid invoice from the Owner:
- (i) the reasonable legal fees of the Owner arising from the negotiation, finalisation and execution of this deed; and
 - (ii) the reasonable fees (but up to the Maximum Owner's Consultants Fees) of the Owner's Consultants, arising from the works contemplated by this deed, provided that TfNSW is provided with copies of valid tax invoices relating to the works carried out.
- (b) The Owner must provide detailed invoices substantiating the amounts charged. The Owner must not submit a tax invoice under this clause more frequently than once per month during the Demolition and Construction Period.
- (c) TfNSW must pay its own costs arising from the negotiation, finalisation and execution of this deed and all stamp duty and any costs arising from the stamping of this deed.

20. NOTICES

20.1 Notices

- (a) A notice, consent or other communication under this deed is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is delivered, it is taken to have been received when it has been left at the addressee's address. If it is sent by mail, it is taken to have been received three Business Days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and in legible form.
- (b) A person's address and fax number are those set out below, or as the person notifies the sender:

TfNSW

Address: South Building, 22 Giffnock Avenue
Macquarie Park, NSW 2113
Fax number: 02 8265 9501
Attention: **[insert]**
Owner

Address: [insert]
Fax number [insert]
Attention: [insert]

21. AMENDMENT, ASSIGNMENT AND ACCESSION

21.1 Amendment

This deed can only be amended or replaced by another document executed by the parties.

21.2 Assignment

- (a) Except in the case of a sale, transfer or other disposition of the Adjoining Land which is dealt with in clause 21.3, the Owner may only assign, encumber, declare a trust over or otherwise deal with its rights under this deed with the prior written consent of TfNSW (which consent will not be unreasonably withheld).
- (b) If TfNSW requires a deed of accession of this deed to be entered into, then the Owner will, on request by TfNSW, enter into a deed of accession in a form and substance to the satisfaction of TfNSW, acting reasonably, to add the transferee of part of the Works Site as a party to this deed.

21.3 Sale of Adjoining Land

If the Owner intends to sell, transfer or otherwise dispose of the Adjoining Land prior to the expiry of the Demolition and Construction Period, the Owner must, prior to such sale, transfer or disposal, obtain from the proposed purchaser, transferee or donee (**New Party**) a deed of covenant in a form and substance to the satisfaction of TfNSW, acting reasonably, but substantially in the form of the document at Annexure B.

21.4 Owner's costs and expenses

- (a) If TfNSW requires the Owner to enter into a deed of covenant under clause 21.3 or a deed of accession under clause 21.2(b), then TfNSW will in the respective document procure the New Party or transferee (as applicable) to agree to reimburse the Owner for the Owner's reasonable costs and expenses incurred in respect of the negotiation and execution of that document.
- (b) TfNSW will procure the New Party or transferee (as applicable) to agree to indemnify the Owner against stamp duty (if any) that may be payable on the novation agreement or the deed of accession.
- (c) If TfNSW fails to procure such agreement under paragraph (a) or paragraph (b), TfNSW agrees to indemnify the Owner in respect of the costs and expenses incurred by the Owner as set out in those clauses (as applicable).

21.5 Subdivision of Works Site

If, at any time prior to the expiry of the Demolition and Construction Period, the Works Site is subdivided (including any stratum subdivision) the Owner acknowledges that the "Works Site" for the purposes of this deed will comprise all of the lots in the subdivision that were, prior to the subdivision, part of the land in [insert].

22. GST

22.1 Interpretation

- (a) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.
- (b) Unless otherwise expressly stated, all consideration to be provided under this deed is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause.

22.2 **GST payable**

- (a) If GST is or will be payable in relation to a supply made by a party (the **Supplier**) under or in connection with this deed, then the party who is the recipient of the supply (the **Recipient**) must pay an additional amount to the Supplier equal to the amount of GST payable on the supply (**GST Amount**) at the same time as any other consideration is to be first provided for that supply.
- (b) The Supplier must provide a tax invoice to the Recipient for the supply no later than the time at which the GST Amount for that supply is to be paid in accordance with this clause.

22.3 **Evidence**

TfNSW may request the Owner to provide evidence, in a form satisfactory to TfNSW, that the Owner is registered for GST and that it is receiving the Licence Fee in the course of an enterprise.

22.4 **Adjustments**

- (a) If the GST Amount payable in relation to a supply made under or in connection with this deed varies from the GST Amount paid by the Recipient, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient subject to the issue of an adjustment note.
- (b) If an adjustment event occurs in relation to a supply made under or in connection with this deed, the Supplier must give the Recipient an adjustment note as soon as reasonably practicable after the Supplier becomes aware of the adjustment event, but no later than 28 days after the adjustment event.

22.5 **Reimbursements**

Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this deed must exclude the amount of GST referable to the cost to the extent to which an entitlement arises to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue. The Owner will be deemed to be entitled to full input tax credits unless the Owner provides evidence to the contrary to TfNSW.

22.6 **ABN withholding**

OPTION 1: If Owner has an ABN according to ABN Lookup
<http://abr.business.gov.au/> include in particulars and also include this clause

The Owner warrants that it has an Australian Business Number and that its number is as stated above.

OPTION 2: If the Owner does not have an ABN

- (a) The Owner warrants that it is not entitled to an Australian Business Number on the basis that it is not carrying on an enterprise in Australia.
- (b) TfNSW may withhold any payment required to be made under this deed which is subject to any withholding required by law.

22.7 No merger

This clause will not merge on completion or termination of this Agreement.

23. INTEREST

23.1 Interest for late payment

Any amount which is due and payable by TfNSW to the Owner and becomes overdue will incur interest for each day the amount is overdue, calculated at the end of each month and compounded on a daily basis at a rate equal to 2% above the corporate reference rate (or the rate that replaces the corporate reference rate) of the Commonwealth Bank of Australia on the last Business Day of the month in which the payment is due.

24. GENERAL

24.1 Governing law

- (a) This deed is governed by the laws of the State of New South Wales.
- (b) Each party submits to the jurisdiction of the courts of that State and of any court that may hear appeals from any of those courts for any proceedings in connection with this deed.

24.2 Giving effect to documents

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this deed.

24.3 Successors in title

Without prejudice to clause 21, each party agrees that this deed will bind it and its successors in title and assigns.

24.4 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver and the following applies:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right or as an estoppel precluding enforcement of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

24.5 Operation of this deed

- (a) Subject to paragraph (b), this deed contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this deed and has no further effect.
- (b) Any right that a person may have under this deed is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this deed enforceable, unless this would materially change the intended effect of this deed.

24.6 Confidentiality

Each party agrees that the terms of this deed and all information exchanged between the parties in connection with this deed whether before or after the execution of this deed are confidential and must not be disclosed to any person except:

- (a) with the prior written consent of the other party;
- (b) to the extent required by a lawful direction, requirement or order of a Court or Tribunal;
- (c) to TfNSW's Agents;
- (d) if required by NSW Government policies and requirements; or
- (e) to the extent required by law.

24.7 Counterparts

This deed may be executed in counterparts.

24.8 Non merger

A party's obligation which is expressly stated to be of a continuing nature or is not fully satisfied and discharged on completion of the Works does not merge on completion, continues in favour of the other party to which it is owed and remains in full effect.

THIS DEED is made on

EXECUTED on behalf of **TRANSPORT FOR NSW ABN 18 804 239 602** by its authorised delegate in the presence of:

Signature of witness

Signature of authorised delegate

Name of witness

Name and position of authorised delegate

EXECUTED by **[INSERT] ABN [insert]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of director / secretary

Name of director

Name of director / secretary

SCHEDULE 1

Contract Particulars

Item 1 (Clause 1.1)	Works Site Lot <i>[insert]</i> in Deposited Plan <i>[insert]</i> , being the whole of the land in Certificate of Title <i>[insert]</i> and known as <i>[insert address]</i>
Item 2 (Clause 1.1)	Adjoining Land Lot <i>[insert]</i> in Deposited Plan <i>[insert]</i> , being the whole of the land in Certificate of Title <i>[insert]</i> and known as <i>[insert address]</i>
Item 3 (Clause 1.1)	Access Period <i>[insert]</i> Opt[weeks / months]
Item 4 (Clause 1.1)	Access Licence Fee \$ <i>[insert]</i> per week (exclusive of GST)
Item 5 (Clause 1.1)	Additional Access Licence Fee \$ <i>[insert]</i> per week (exclusive of GST)
Item 6 (Clause 1.1)	Rock Anchor Period <i>[insert]</i> Opt[weeks / months]
Item 7 (Clause 1.1)	Rock Anchor Licence Fee \$ <i>[insert]</i> per week (exclusive of GST)
Item 8 (Clause 1.1)	Additional Rock Anchor Licence Fee \$ <i>[insert]</i> per week (exclusive of GST)
Item 9 (Clause 1.1)	Crane Access Period <i>[insert]</i> Opt[weeks / months]
Item 10 (Clause 1.1)	Crane Access Licence Fee \$ <i>[insert]</i> per week (exclusive of GST)
Item 11 (Clause 1.1)	Additional Crane Access Licence Fee \$ <i>[insert]</i> per week (exclusive of GST)
Item 12 (Clause 1.1)	Scaffolding Zone Period <i>[insert]</i> Opt[weeks / months]

Item 13 (Clause 1.1)	Scaffolding Zone Licence Fee \$[insert] per week (exclusive of GST)
Item 14 (Clause 1.1)	Additional Scaffolding Zone Licence Fee \$[insert] per week (exclusive of GST)
Item 15 (Clause 1.1)	Demolition and Construction Period [insert] months
Item 16 (Clause 1.1)	Demolition and Construction Licence Fee \$[insert] per week (exclusive of GST)
Item 17 (Clause 1.1)	Additional Demolition and Construction Licence Fee \$[insert] per week (exclusive of GST)
Item 18 (Clause 1.1)	Easement Easement for [insert] burdening the Works Site designated as [insert] in Deposited Plan [insert]
Item 19 (Clause 3.2(c))	TfNSW's Engineer [insert]
Item 20 (Clause 19(a)(ii))	Maximum Owner's Consultants Fees \$[insert] (exclusive of GST)

ANNEXURE A

Project Approval

[Annexure A to be deleted if planning approval not obtained prior to execution of the agreement]

ANNEXURE B
Deed of Covenant

Deed of Covenant on Sale

[insert vendor]

ACN [to be inserted]

and

[insert purchaser]

ACN [to be inserted]

and

Transport for NSW

ABN 18 804 239 602

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THIS DEED is made on

BETWEEN:

- (1) [*insert vendor*] [ABN/ACN/ARBN] [number] (the **Vendor**); and
- (2) [*insert purchaser*] Alt[ABN/ACN/ARBN] [number] (the **Purchaser**); and
- (3) **Transport for NSW** ABN 18 804 239 692 (**TfNSW**).

RECITALS:

- (A) The Vendor is the registered owner of the Property.
- (B) The Vendor and the Purchaser have agreed to sell and buy the Property under the Contract.
- (C) The Vendor has entered into the Adjoining Owner Deed with TfNSW.
- (D) The Adjoining Owner Deed requires the Vendor to procure the Purchaser to enter into this document.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

Adjoining Owner Deed means the adjoining owner deed between the Vendor and TfNSW dated [date of contract], a copy of which forms Annexure A.

Business Day means any day other than a Saturday, Sunday, or public holiday in New South Wales or 27, 28, 29, 30 or 31 December.

Contract means the contract of sale between the Vendor and the Purchaser for the sale and purchase of the Property dated [date of contract].

Date for Completion means the date for completion of the Contract.

Property means [description of property].

1.2 **Rules for interpreting this document**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) A legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

- (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assignee of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
 - (c) A word which suggests one gender includes the other genders.
 - (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
 - (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

1.3 **Non Business Days**

If the day on or by which a party must do something under this document is not a Business Day, the person must do it on the next Business Day.

1.4 **Multiple parties**

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

2. **COVENANTS**

2.1 **Covenant by Vendor**

The Vendor must continue to perform the obligations of the 'Owner' under the Adjoining Owner Deed up to and including the Completion Date.

2.2 **Covenant by Purchaser**

With effect from the Completion Date, on and from and including the day after the Completion Date the Purchaser must perform the obligations of the 'Owner' under the Adjoining Owner Deed as if it executed the Adjoining Owner Deed originally as the 'Owner'.

2.3 **Covenant by TfNSW**

TfNSW acknowledges that:

- (a) it will continue to comply with its obligations under the Adjoining Owner Deed; and

- (b) with effect from and including the date after the Completion Date, the Purchaser is entitled to enforce the obligations of TfNSW under the Adjoining Owner Deed as if the Purchaser executed the Adjoining Owner Deed originally as the 'Owner'.

2.4 **Indemnity**

The Purchaser indemnifies the Vendor against any claim, action, damage, loss, liability, cost or expense which the Vendor incurs or is liable for in connection with:

- (a) any default or breach by the Purchaser of the Adjoining Owner Deed; or
- (b) the Purchaser's failure to comply with this document.

2.5 **Subsequent sale**

If the Purchaser sells, transfers or otherwise disposes of the Property to a third party during the term of the Adjoining Owner Deed, the Purchaser and the third party must enter into a deed containing the same terms as this document.

3. **NOTICES**

3.1 **How to give a notice**

A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax.

3.2 **When a notice is given**

A notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered, on the day of delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting; or
- (c) if transmitted by facsimile and a correct and complete transmission report is received, on the day of transmission if the report states that transmission was completed before 5.00 pm on a Business Day, otherwise on the next Business Day.

3.3 **Address for notices**

A person's address and fax number are those set out below, or as the person notifies the sender:

Purchaser

Address: [insert]
Fax number: [insert]
Attention: [insert]

Vendor

Address: [insert]
Fax number: [insert]
Attention: [insert]

TfNSW

Address: South Building
22 Giffnock Avenue
Macquarie Park NSW 2113
Fax number: 02 8265 9501
Attention: [insert]

4. **GENERAL**

4.1 **Governing law**

This document is governed by the laws of the State of New South Wales.

4.2 **Liability for expenses**

- (a) Subject to clause 4.2(b), each party must pay its own costs and expenses incurred in negotiating and executing this document.
- (b) The Purchaser must pay the Vendor's reasonable legal costs and expenses in connection with negotiating and executing this document.

4.3 **Giving effect to this document**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

EXECUTED as a deed.

EXECUTED by *[insert purchaser]*
Alt[ABN/ACN/ARBN] [number]:

Signature of director

Name

Signature of director/secretary

Name

EXECUTED by *[insert vendor]*
Alt[ABN/ACN/ARBN] [number]:

Signature of director

Name

Signature of director/secretary

Name

EXECUTED on behalf of **TRANSPORT
FOR NSW ABN 18 804 239 602** by its
authorised delegate in the presence of:

Signature of witness

Name of witness

Signature of authorised delegate

Name and position of authorised delegate

ANNEXURE A
Adjoining Owner Deed



ANNEXURE C
Easement Terms



Schedule E6. Nominated Interface Contractors

(Clauses 1.1 and 2.9)

Nominated Interface Contractors

Name	Scope of Work	Completion Date
Telstra	Removal of telecommunication towers and associated works	30 April 2017
Optus	Removal of telecommunication towers and associated works	30 April 2017



Schedule E7. Adjoining Properties & Associated Rights

(Clauses 1.1)

Schedule E7 Part 1

List of Adjoining Properties and Associated Rights

The following table describes each of the Adjoining Properties and the rights that will be acquired by the Principal with respect to each Adjoining Property.

Site	Demolition Site Address	Adjoining owner(s) / tenant(s) / Address	Adjoining Lot/DP	Is an ACCESS LICENCE required ? (Clause 2.1)	Is a DEMOLITION AND CONSTRUCTION LICENCE required ? (Clause 6.1)	Is a SCAFFOLDING ZONE licence required ? (Clause 5.1)	Is a CRANE ACCESS licence required ? (Clause 4.1)	Is a ROCK ANCHOR licence required ? (Clause 3.1)	Licence for temporary waterproofing measures, structural repairs and remediation, if required (Clause 9)
Martin Place	8-12 Castlereagh Street, Sydney	Macquarie Bank Limited, 50 Martin Place, Sydney & 9-19 Elizabeth Street, Sydney	Lot 1 in DP182023 Lot 1 in DP526161	Y	Y	Y	N	Y	Y
Martin Place	7 Elizabeth Street, Sydney	Macquarie Bank Limited, 9-19 Elizabeth Street, Sydney	Lot 1 in DP526161	Y	Y	Y	N	Y	Y

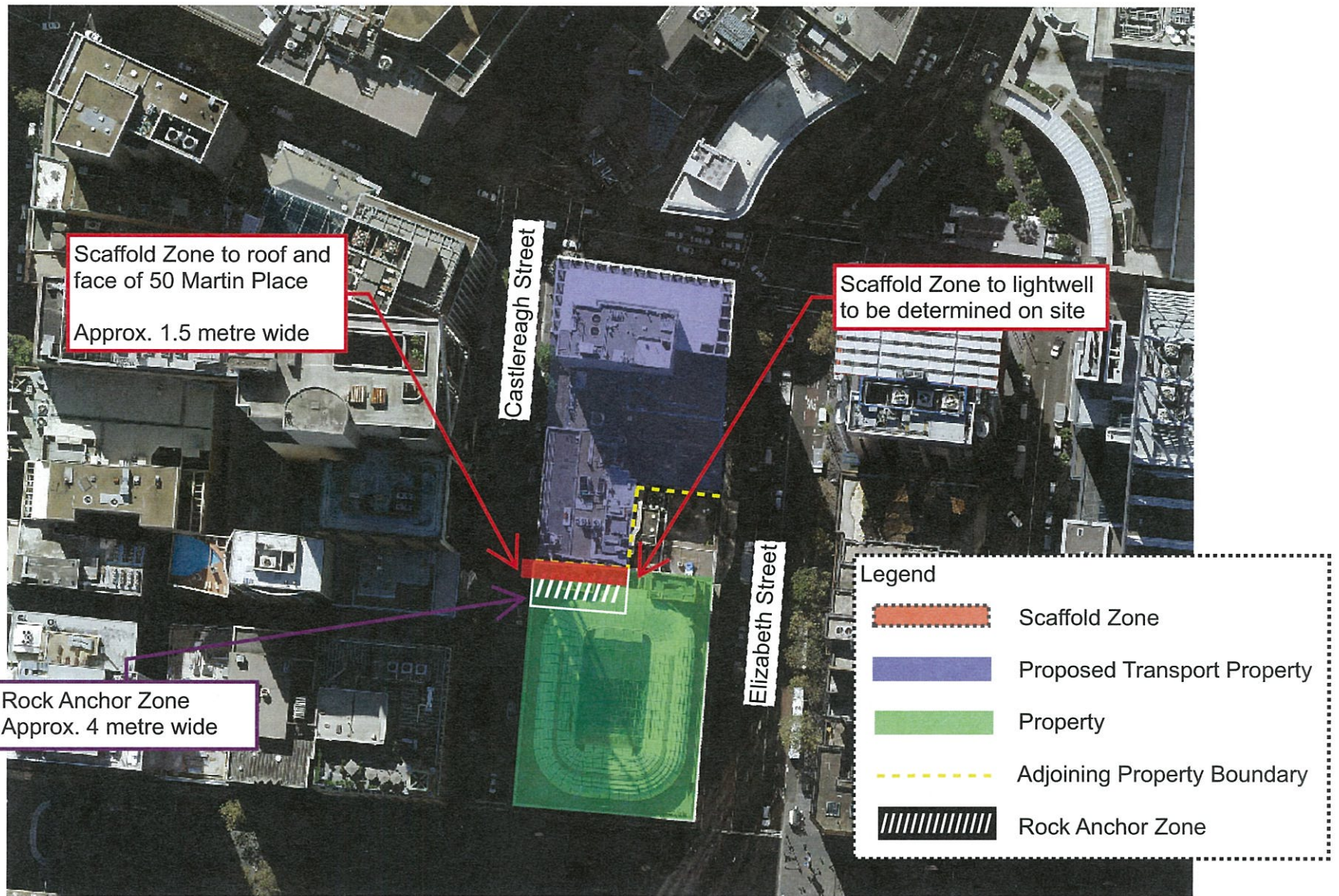


Schedule E7 Part 2

Adjoining Property Licence Sketches

The following sketches are indicative of the location of the rights that will be acquired by the Principal with respect to each Adjoining Property.

Macquarie Bank, 50 Martin Place



Indicative only, not to scale



September 16, 2016

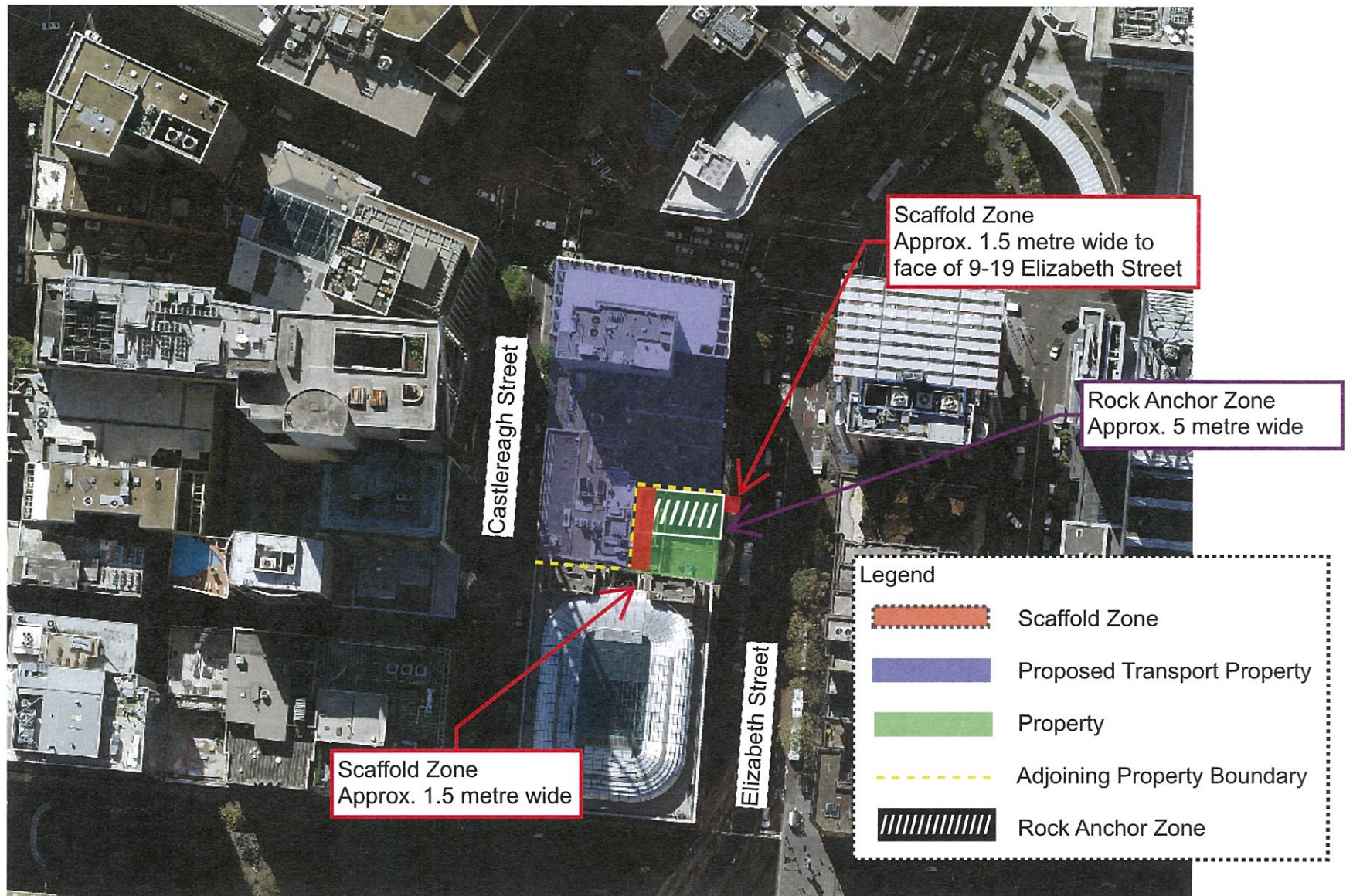
sydney METRO | city & southwest

DRAFT

SYDNEY METRO CITY AND SOUTHWEST

Printed by: jolidar
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Macquarie Bank, 9 - 19 Elizabeth Street



Indicative only, not to scale



September 16, 2016



DRAFT

SYDNEY METRO CITY AND SOUTHWEST

Printed by: jolidar
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Schedule E8. Condition Surveys

(Clauses 1.1 and 3.13)

List of Properties requiring Condition Surveys

Property Address	Lot / Deposited Plan
50 Martin Place, Sydney	Lot 1 DP 182023
9-19 Elizabeth Street, Sydney	Lot 1 DP 526161



Transport
for NSW



SYDNEY METRO CITY & SOUTHWEST
DEMOLITION CONTRACT SCHEDULES
Contract Number: SMCSW-131

PART F – FINANCIAL

Schedule F1. Payment Breakdown Schedule

(Clauses 11 and 7.3)

All lump sum prices include profit and Overhead Costs, except for amounts allowed for Provisional Sum Work. Amounts allowed for Provisional Sum Work include Direct Costs, but exclude profit and Overhead Costs.

Summary of Payment Breakdown Schedule

Work Package	Cost Centre	Summary	Total Lump Sum Amount (excluding GST) (\$)
B	P	Package-wide allowances for TfNSW accreditation, training, insurance and administrative requirements	██████████
	MP	Cost Centre MP: Portion MP – Martin Place	██████████
		Total Lump Sum Package B	██████████
B	PSW	Cost Centre PSW: Portion MP - Martin Place	██████████
		Total Lump Sum Provisional Sum Work	██████████

TOTAL LUMP SUM PRICE (EXCL GST)

██████████

Cost Centre P: Package-wide Allowances for TfNSW Accreditation , Training, Insurance and Administrative Requirements

Item	Description	Lump Sum Amount (excluding GST) (\$)
		Package B
P1	Allowance to obtain accreditation under the Australian Government Building and Construction WHS Accreditation Scheme	██████████
P2.1	Provision of Contract Works Insurance	██████████
P2.2	Provision of Public and Product Liability Insurance	██████████
P2.3	Provision of workers compensation insurance	██████████
P2.4	Provision of professional indemnity insurance	██████████
P2.5	Provision of asbestos liability insurance	██████████
P2.6	Provision of construction plant & motor vehicle insurance	██████████
P3	Payment of Long Service Levy	██████████

P4	Allowance to prepare and maintain all demolition, environmental and traffic management plans for the works as outlined in the contract documents	██████████
P5	Allowance to prepare and maintain contract programme and preparation and submission of all monthly reporting requirements as outlined in the contract documents	██████████
P6	Allowance for Sydney Metro training requirements identified in SMR-W. Note: TfNSW will arrange for the training courses (and associated training staff) at no cost to the Contractor. The Contractor must allow for all other costs associated with the requirements of SMR-W.	██████████
P7	Additional and/or balancing items required to complete the work in this cost centre.	████
P8	Additional consultants required by Planning Approval	██████████
P9	Real time monitoring data required by Planning Approval	██████████
P10	Extra over for insurance required under Schedule E4	██████████
Total Lump Sum Amount (Cost Centre P)		██████████

Work Package B - Price Details for Remainder of Contractor's Activities

Cost Centre MP: Portion MP – Martin Place

Item	Description	Lump Sum Amount (excluding GST) (\$)
MP1.1	Investigations	██████████
MP1.2	Mobilisation and demobilisation of general plant, equipment, personnel and establishment of site facilities.	██████████
MP1.3	Provision of all site amenities for construction personnel including Subcontractors and TfNSW supervisory staff.	██████████
MP1.4	Provision and installation of required hoarding.	██████████
MP1.5	Provision and installation of erosion and sediment control measures	██████████
MP1.6	Provision of traffic control including temporary footpath crossovers, footpath/road closures, construction work zones, partial/full road closures and all associated fees, permits applications and approvals	██████████
MP1.7	Provision of requirements with respect to safety, site security and other risks and obligations not included elsewhere.	██████████

MP1.8	Disconnection and removal of all existing utilities that service the site including all Utility Service Works identified in section 3.4.2.3 of the SWTC, but excluding the Provisional Sum Work identified in section 3.4.2.4 of the SWTC).	██████████
MP1.9	Protection and maintenance of all retained utilities (sewer, stormwater and water supply points)	██████████
MP1.10	Development of all required demolition engineering	██████████
MP1.11	Development of all required Temporary Works engineering	██████████
MP1.12	Demolition and removal of all internal fit out	██████████
MP1.13	Investigation, disposal and management of Contamination, including asbestos to 55 Hunter Street, Sydney	██████████
MP1.14	Remove, dismantle, transport and offload the sculptures from 55 Hunter Street, Sydney	██████████
MP1.15	Provision and installation of scaffolding including required protection to overhead power supply wires for 55 Hunter Street, Sydney	██████████
MP1.16	Demolition and removal of all structures including awnings above slab on ground from 55 Hunter Street, Sydney.	██████████
MP1.17	Installation of temporary shoring and anchoring to below ground walls to car parks, pits and basements to Temporary Works engineering design including certification to buildings at 55 Hunter Street, Sydney.	██████████
MP1.18	Investigation, disposal and management of Contamination, excluding Provisional Sum Work, to the all structures and awnings from 7 Elizabeth Street, Sydney	██████████
MP1.19	Provision and installation of scaffolding including required protection to overhead power supply wires for 7 Elizabeth Street, Sydney	██████████
MP1.20	Demolition and removal of all structures including awnings above slab on ground from 7 Elizabeth Street, Sydney	██████████
MP1.21	Installation and certification of metal clad waterproof wall sheeting and framing to all neighbouring buildings exposed by the demolition works at 7 Elizabeth Street, Sydney	██████████
MP1.22	Investigation, disposal and management of Contamination, including asbestos to all structures and awnings from 8 – 12 Castlereagh Street, Sydney	██████████
MP1.23	Provision and installation of scaffolding including required protection to overhead power supply wires for 8 – 12 Castlereagh Street, Sydney	██████████
MP1.24	Demolition and removal of all structures including awnings above slab on ground from 8 – 12 Castlereagh Street, Sydney	██████████

MP1.25	Installation and certification of metal clad waterproof wall sheeting and framing to all neighbouring buildings exposed by the demolition works at 8 – 12 Castlereagh Street, Sydney	██████████
MP1.26	Drainage measures associated with removing stormwater and runoff from existing car parks, pits and basements	██████████
MP1.27	Provision of all required environmental controls including noise, vibration and dust monitoring	██████████
MP1.28	Installation of A Class painted plywood hoarding including all driveway and personnel access gates to secure the site on completion	██████████
MP1.29	Provision of End State Survey	██████████
MP1.30	Stabilisation and handover of site to TfNSW, including erosion and sediment control measures, hoarding and propping of retaining walls required at completion	██████████
MP1.31	Installation of temporary shoring and anchoring to below ground walls to car parks, pits and basements to Temporary Works engineering design including certification to buildings at 7 Elizabeth Street, Sydney.	██████████
MP1.32	Installation of temporary shoring and anchoring to below ground walls to car parks, pits and basements to Temporary Works engineering design including certification to buildings at 8 – 12 Castlereagh Street, Sydney.	██████████
MP1.33	Investigation, disposal and management of Contamination, including asbestos to all structures and awnings from 5 Elizabeth Street, Sydney.	██████████
MP1.34	Provision and installation of scaffolding including required protection to overhead power supply wires for 5 Elizabeth Street, Sydney.	██████████
MP1.35	Demolition and removal of all structures including awnings above slab on ground from 5 Elizabeth Street, Sydney.	██████████
MP1.36	Installation of temporary shoring and anchoring to below ground walls to car parks, pits and basements to Temporary Works engineering design including certification to buildings at 5 Elizabeth Street, Sydney.	██████████
MP1.37	Additional and/or balancing items required to complete the work in this cost centre.	██████████
Total Lump Sum Amount (Portion MP)		██████████

Provisional Sum Work		
Cost Centre PSW: Portion MP - Martin Place		
PS1.MP	Provisional Sum Work identified in section 3.4.2.4 (a) of the SWTC	[REDACTED]
PS2.MP	Provisional Sum Work identified in section 3.4.2.4 (c) of the SWTC	[REDACTED]
PS3.MP	Provisional Sum Work identified in section 3.2 (jj) of the SWTC	[REDACTED]
PS4.MP	Provisional Sum Work identified in section 3.4.2.4 (d) of the SWTC	[REDACTED]
PS5.MP	Provisional Sum Work identified in section 3.2 (kk) of the SWTC	[REDACTED]
Total Lump Sum Amount (PSW)		[REDACTED]

Schedule F2. Prices and Rates for valuation of Changes, Contamination disposal and Provisional Sum Work

(Clauses 1.1, 2.3(b), 2.3(d), 2.3(e), 2.4(c), 2.11(c), 3.1(e)(ii), 3.8(d), 3.9(e), 3.9(f), 6.2(a), 6.4(b), 6.5(c), 6.7, 7.3(b), 10.1(f), 10.13(b), 10.14(e)(ii), 12.1(h) and 13.3)

Schedule of Rates for Labour

The rates provided in this schedule include profit and Overhead Costs, but exclude GST.

Category	Normal Time (\$ per hour)	Time and a Half (\$ per hour)	Double Time (\$ per hour)
1. Project Manager			
2. Site Engineer			
3. Demolition Supervisor			
4. Leading Hand			
5. General Labourer			
6. Plant Operator (not otherwise included in rate for plant)			
7. Truck Driver (not otherwise included in rate for plant)			
8. Carpenter			
9. Concreter			
10. Electrician			
11. Plumber			
12. Occupational Hygienist			
13. Structural Engineer			
14. Asbestos Removalist			
15. Scaffolder			
16. Independent Temporary Works Checker			
17. Traffic controller			
18. Asbestos Supervisor			
19. Asbestos Labourer			
20. Demolition Site Manager			

For the purposes of the Schedule of Rates for Labour, the following definitions apply:

1. "Normal Time" is the first 8 hours worked within normal business hours being Monday to Friday 6am to 6pm; or other hours (including shift work) where there is no uplift applied to pay;
2. "Time and a Half" is hours worked outside of "Normal Time" where there is an uplift applied to pay, including night time and weekend working;
3. "Double Time" is hours outside of Normal Time during designated periods that attract double time uplift to the pay for labour, where the uplift is payable under the relevant award; and
4. labour rates are deemed to include for travel, accommodation, living away from home allowances, meal allowances, clothing and other personal equipment.

Schedule of Rates for Plant

The rates provided in this schedule include profit and Overhead Costs, but exclude GST.

Category	\$ Per Hour	\$ Per Day (9hr day)	Comments
Semi-trailer (35T)			
Rigid trucks			
· 15T <i>Tippers</i>			
· 12T <i>Bogey Tippers</i>			
Welder's Truck			
3T Tipper			
Flat top trucks:			
· 5T Tray			
· 12T Tray <i>with hiab crane</i>			
General Pump (100mm Stormwater)			
Excavator:			
· 2T (incls. <i>bucket/grapple/hammer</i>)			
· 5T (incls. <i>bucket/grapple/hammer</i>)			
· 8T (incls. <i>bucket/grapple/hammer</i>)			
· 12T (incls. <i>bucket/grapple/hammer</i>)			
· 20T (incls. <i>bucket/grapple/hammer</i>)			
· 30T (incls. <i>bucket/grapple/hammer</i>)			
· 45T (incls. <i>bucket/grapple/hammer</i>)			
· 2T with <i>pulveriser</i>			
· 5T with <i>pulveriser</i>			
· 8T with <i>pulveriser</i>			
· 12T with <i>pulveriser</i>			
· 20T with <i>pulveriser</i>			
· 30T with <i>pulveriser</i>			

pulverisor			
· 45T with pulverisor			
Skid Steer Loader			
Access Plant/Equipment - Refer to Schedule of Rates for Asbestos below			
Watercart (10,000 litre)			
Street Sweeper			
Cranes:			
· Franna crane			
· 20T			
· 22T			
· 25T			
· Mobile crane			
· 40T			
· 80T			
· 100T			
· 130T			
· 500T			
· Crawler Crane 350T (Luffing Fly)			
For the purposes of the Schedule of Rates for Plant, the following definitions apply: 1. Plant rates allow for operators, fuel, maintenance and consumables.			

Schedule of Rates for Disposal

The rates provided in this schedule include profit and Overhead Costs, but exclude GST. The rates will be used for valuing additional costs reasonably incurred as a result of removal of Contamination in accordance with Clause 3.9(e)-(g) of the Demolition Contract. These rates are for haulage and tipping of the material, and exclude other on-site costs such as loading and on-site control procedures which are included in the Contract Sum.

Material Description (In accordance with Department of Environment, Climate Change and Water NSW Waste Classification Guidelines)	Unit	Rate (\$/Unit)
1. Hazardous Waste		
4.1 PCB capacitors in light fittings	Kilo	
4.2 Lead paint	Tonne	

Schedule of Rates for Asbestos

The rates provided in this schedule include profit and Overhead Costs, but exclude GST. These rates do not form part of the Lump Sum Price.

Description	Unit	Rate (\$/Unit)	Comments
Asbestos Air Monitoring (5 monitors)	day		
Asbestos Clearance Inspections	item		
Asbestos Sample analysis – 24hr turnaround	sample		
Asbestos Sample analysis – 48hr turnaround	sample		
Asbestos Sample analysis – 5 day turnaround	sample		
Negative Air Unit (including power supply)	day		
Establishment of Negative Air Unit (including power supply)	item		
Decontamination Unit	day		
Establishment of Decontamination Unit	item		
Hepa Vacuum	day		
Access Plant/Equipment:	\$ Per Day	\$ Per Week	
· Mobile Scaffold			
· 20ft Scissor Lift (Electric)			

<ul style="list-style-type: none">· 26ft Scissor Lift (Diesel)	
<ul style="list-style-type: none">· 32ft Scissor Lift (Diesel)	
<ul style="list-style-type: none">· 32ft Scissor Lift Double Deck (Diesel)	
<ul style="list-style-type: none">· 42ft Scissor Lift (Diesel)	
<ul style="list-style-type: none">· 65ft Scissor Lift (Diesel)	
<ul style="list-style-type: none">· 60ft Knuckle Boom Lift (Diesel)	
<ul style="list-style-type: none">· 80ft Knuckle Boom Lift (Diesel)	

Schedule F3. Unconditional Undertaking

(Clauses 2.7)

THIS DEED POLL (Undertaking) made the _____ day of _____ 20____

IN FAVOUR OF: Transport for NSW (ABN 18 804 239 602) (the Principal)

GIVEN BY: _____ (Financial Institution)

The Contractor: »

ABN »

Security Amount \$ »

The Contract: The Contract between the Principal and the Contractor

Contract Title: Sydney Metro City & Southwest – Demolition Contract

Contract Number: ».....

Other words and phrases in this Undertaking have the meanings given in the Contract.

Undertaking

1. At the request of the Contractor, and in consideration of the Principal accepting this Undertaking from the Financial Institution in connection with the Contract, the Financial Institution unconditionally undertakes to pay on demand any amount or amounts demanded by the Principal to the maximum aggregate sum of the Security Amount.
2. The Financial Institution unconditionally agrees that, if notified in writing by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Financial Institution will pay the Principal at once, without reference to the Contractor and despite any notice from the Contractor not to pay.
3. The Principal must not assign this Undertaking without the prior written agreement of the Financial Institution, which must not be unreasonably withheld.
4. This Undertaking continues until one of the following occurs:
 - (a) the Principal notifies the Financial Institution in writing that the Security Amount is no longer required;
 - (b) this Undertaking is returned to the Financial Institution; or
 - (c) the Financial Institution pays the Principal the whole of the Security Amount, or as much as the Principal may require overall.
5. At any time, without being required to, the Financial Institution may pay the Principal the Security Amount less any amounts previously paid under this Undertaking, and the liability of the Financial Institution will then immediately end.



6. This Undertaking is governed by the laws of the State of New South Wales.

SIGNED as a deed poll.

Signed sealed and delivered for and on behalf of **[insert name of Financial Institution]** by its Attorney under a Power of Attorney dated _____, and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:

Signature of Attorney

Signature of Witness

Name of Attorney in full

Name of Witness in full

Schedule F4. Parent Company Guarantee

(Clauses 1.1 and 2.7)

Deed of Guarantee and Indemnity made at Sydney on

20

Transport for NSW (ABN 18 804 239 602), a NSW Government agency, a corporation constituted by section 3C of the *Transport Administration Act 1988* (NSW), of 22 Giffnock Avenue, Macquarie Park NSW 2113 (**Principal**)

Metropolitan Demolitions Holdings Pty Ltd (ABN 16 104 766 047) registered in New South Wales of 396 Princes Highway, St Peters NSW 2044 (**Guarantor**)

RECITALS

- A. The Principal has agreed to enter into the Contract with the Contractor on the condition that the Guarantor provide this Guarantee.
- B. The Guarantor has agreed on the following terms and conditions to guarantee to the Principal all of the Obligations and to indemnify the Principal against any loss arising from any failure by the Contractor to perform the Obligations.
- C. The Guarantor considers that by providing this guarantee there will be a commercial benefit flowing to it.

THIS DEED PROVIDES

1. Definitions

1.1 Definitions and Interpretation

In this Deed:

Contract means the Sydney Metro City & Southwest Demolition Contract dated on or about the date of this Deed between the Principal and the Contractor.

Contractor means Metropolitan Demolitions Pty Limited (ABN 67 099 769 052) of Level 1, 396 Princes Highway, St Peters, New South Wales 2044.

Event of Default means any event which constitutes a breach of, or is duly and properly declared to be an event of default (howsoever described) by, the Contract.

Guaranteed Money means all money the payment or repayment of which from time to time forms part of the Obligations.

Insolvency Provision means any Law relating to insolvency, sequestration, liquidation or bankruptcy (including any Law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any Law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

Obligations means all the liabilities and obligations of the Contractor to the Principal under or arising out of or in any way in connection with the Contract or the work to be carried out or performed by the Contractor under the Contract, and includes any liabilities or obligations which:

- (a) are liquidated or unliquidated;
- (b) are present, prospective or contingent;
- (c) are in existence before or come into existence on or after the date of this Deed;
- (d) relate to the payment of money or the performance or omission of any act;
- (e) sound in damages only; or
- (f) accrue as a result of any Event of Default,

and irrespective of:

- (g) whether the Contractor is liable or obligated solely, or jointly, or jointly and severally with another person;
- (h) the circumstances in which the Principal comes to be owed each liability or obligation and in which each liability or obligation comes to be secured by this Deed, including any assignment of any liability or obligation or of this Deed; or
- (i) the capacity in which the Contractor and the Principal comes to owe or be owed such liability or obligation,

and **Obligation** means any liability or obligation forming part of the Obligations.

Power means any right, power, authority, discretion, remedy or privilege conferred on the Principal by the Contract, by statute, by law or by equity.

Security means a mortgage, charge, pledge, lien, hypothecation, guarantee (including this Deed), indemnity, letter of credit, letter of comfort, performance bond, contractual right of set-off or combination or other assurance against loss which secures the Guaranteed Money or the performance of any other Obligation, and whether existing at the date of this Deed or at any time in the future.

Specified Rate means the rate which is ■ above the rate expressed as a percentage per annum:

- (a) which is the average of the bid rates shown at approximately 10.15 am on reference rate page "BBSY" on the Reuters Monitor System on the day the relevant amount was due and payable for bank accepted bills having a tenor of 30 days; or
- (b) if for any reason the rate referred to in paragraph (a) is no longer available or if there is no rate displayed for that period at that time, then the average of the buying rates quoted by 3 banks selected by the Principal at or about 10.15 am on the relevant date referred to in paragraph (a) for bills accepted by such banks having a tenor of 30 days.

1.2 Defined terms

Terms used in this Deed which are not otherwise defined will have the meaning given to them in the Contract.

1.3 Interpretation

In this Deed unless the context otherwise requires:

- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (c) a reference to any party to this Deed includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to any Authority, institute, association or body is:
 - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;
- (e) a reference to this Deed or to any other deed, agreement, document or instrument is deemed to include a reference to this Deed or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;

- (f) a reference to any legislation or to any section or provision of it includes:
 - (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
 - (ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;
- (g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) headings are for convenience only and do not affect the interpretation of this Deed;
- (i) a reference to:
 - (i) a party or clause is a reference to a party or clause of or to this Deed; and
 - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
- (j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (k) for all purposes (other than where designated as a Business Day), "day" means calendar day;
- (l) a reference to "\$" is to Australian currency;
- (m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Deed or any part; and
- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

2. Guarantee

2.1 Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Principal the due and punctual performance by the Contractor of all the Obligations.

2.2 Payment by Guarantor

If the Contractor does not pay the Guaranteed Money when due, the Guarantor must on demand pay to the Principal the Guaranteed Money which is then due and unpaid or which later becomes due, owing or payable.

2.3 Perform Obligations

If the Contractor defaults in the performance or observance of any of the Obligations, the Guarantor must, in addition to its obligations under clause 2.2 of this Guarantee, on demand from time to time by the Principal, immediately perform any of the Obligations then required to be performed by the Contractor in the same manner as the Contractor is required to perform the Obligations.

3. Indemnity

As a covenant separate and distinct from that contained in clause 2.1, the Guarantor irrevocably and unconditionally agrees to indemnify the Principal and at all times to keep the Principal indemnified against any loss or damage suffered by the Principal arising out of or in connection with:

- (a) any failure by the Contractor to perform the Obligations duly and punctually; or
- (b) any obligation or liability that would otherwise form part of the Obligations being void, voidable or unenforceable against or irrecoverable from the Contractor for any reason, and whether or not the Principal knew or ought to have known of that reason.

4. Liability as guarantor and indemnifier

A reference in this Deed to the obligations or liabilities of the Guarantor is a reference to the Guarantor's obligations or liabilities as either guarantor or indemnifier (or both) under this Deed. The use of the expression "Guarantor" in this Deed in relation to a party must not be construed as diminishing that party's obligations as an indemnifier under this Deed.

5. Nature and preservation of liability

5.1 Absolute liability

- (a) The liability of the Guarantor under this Deed is absolute and is not subject to the performance of any condition precedent or subsequent by the Contractor or the Guarantor.
- (b) This Deed binds each person who has executed it, notwithstanding that:
 - (i) any person, whether named as a party or not, does not execute this Deed;
 - (ii) the execution of this Deed by any person is invalid, forged or irregular in any way; or
 - (iii) this Deed is or becomes unenforceable, void or voidable against any other person.

5.2 Unconditional liability

The liability of the Guarantor under this Deed will not be affected by any act, omission, matter or thing which, but for this clause 5.2, might operate in law or in equity to release the Guarantor from that liability or to reduce the Guarantor's liability under this Deed, including any of the following:

- (a) the occurrence before, on or at any time after the date of this Deed, of any Insolvency Event in relation to the Contractor or the Guarantor;
- (b) the receipt by the Principal of any payment, dividend or distribution under any Insolvency Provision in relation to the Contractor or the Guarantor;
- (c) the occurrence of any Event of Default;
- (d) the Contract or any payment or other act, the making or doing of which would otherwise form part of the Obligations being or becoming or being conceded to be frustrated, illegal, invalid, void, voidable, unenforceable or irrecoverable in whole or in part for any reason whether past, present or future;
- (e) the Principal accepting or declining to accept any Security from any person at any time;
- (f) the Principal granting time, waiver or other indulgence or concession to, or making any composition or compromise with, the Contractor or the Guarantor;
- (g) the Principal not exercising or delaying (whether deliberately, negligently, unreasonably or otherwise) in the exercise of any remedy or right it has for the enforcement of the Contract or any Obligation;
- (h) any laches, acquiescence or other act, neglect, default, omission or mistake by the Principal;
- (i) the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Principal or the Contractor or the Guarantor of the Contract or any Obligation;
- (j) any variation to the Contract or any Obligation, whether or not that variation is substantial or material, or imposes any additional liability on or disadvantages the Contractor or the Guarantor;
- (k) the full, partial or conditional release or discharge by the Principal or by operation of law, of the Contractor or the Guarantor from the Contract or any Obligation;
- (l) any change in membership (whether by death or retirement of an existing member, admission of a new member, or otherwise) or in the name of any partnership, firm or association in which the Contractor or the Guarantor is a member;

- (m) the transfer, assignment or novation by the Principal or the Contractor or the Guarantor of all or any of its rights or obligations under the Contract or under any other Obligation;
- (n) any failure by the Principal to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known to, or which ought to have been known by, the Principal relating to or affecting the Contractor or the Guarantor at any time before or during the currency of this Deed, whether prejudicial or not to the rights and liabilities of the Guarantor and whether or not the Principal was under a duty to disclose that fact, circumstance, event or thing to the Guarantor or to the Contractor;
- (o) the Principal agreeing with the Contractor or the Guarantor not to sue, issue process, sign or execute judgment, commence proceedings for bankruptcy or liquidation, participate in any administration, scheme or deed of arrangement or reconstruction, prove in any bankruptcy or liquidation, or do anything else in respect of the liability of the Contractor or the Guarantor;
- (p) (where the Guarantor is an individual) the death or mental incapacity of the Guarantor; or
- (q) the provisions of section 440J of the Corporations Act 2001 (Cth) operating to prevent or delay:
 - (i) the enforcement of this Deed against any Guarantor; or
 - (ii) any claim for contribution against any Guarantor.

5.3 No merger

- (a) This Deed is in addition to and does not merge with, postpone, lessen or otherwise prejudicially affect the Contract or any other Power of the Principal.
- (b) The Principal will hold any judgment or order obtained by it against any person in respect of the Guaranteed Money or the Obligations collaterally with this Deed, and this Deed will not merge in that judgment or order.

5.4 No obligation to gain consent

No consent is required from any Guarantor nor is it necessary for the Guarantor to or be made aware of any event referred to in clause 5.2, any transaction between the Principal and the Contractor, or any particulars concerning any Obligation.

5.5 Appropriation

- (a) The Principal is under no obligation to marshal or appropriate in favour of any Guarantor, or to exercise, apply, transfer or recover in favour of any Guarantor, any Security or any funds or assets that the Principal holds, has a claim on, or

has received or is entitled to receive, but may do so in the manner and order as the Principal determines in its absolute discretion.

- (b) The Principal may hold in a suspense account (without liability to pay interest) any money which it receives from the Guarantor, or which it receives on account of the Guarantor's liability under this Deed, and which the Principal may, at its discretion, appropriate in reduction of the Guarantor's liability under this Deed.

5.6 Void or voidable transactions

If:

- (a) the Principal has at any time released or discharged:
 - (i) the Guarantor from its obligations under this Deed; or
 - (ii) any assets of the Guarantor from a Security,in either case in reliance on a payment, receipt or other transaction to or in favour of the Principal; or
- (b) any payment or other transaction to or in favour of the Principal has the effect of releasing or discharging:
 - (i) the Guarantor from its obligations under this Deed; or
 - (ii) any assets of the Guarantor from a Security;and
- (c) that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason, including under an Insolvency Provision or under the general law; and
- (d) that claim is upheld or is conceded or compromised by the Principal, then:
- (e) the Principal will immediately become entitled against the Guarantor to all rights (including under any Security) as it had immediately before that release or discharge;
- (f) the Guarantor must immediately do all things and execute all documents as the Principal may reasonably require to restore to the Principal all those rights; and
- (g) the Guarantor must indemnify the Principal against costs, losses and expenses suffered or incurred by the Principal in or in connection with any negotiations or proceedings relating to the claim or as a result of the upholding, concession or compromise of the claim.

5.7 No set-off, counterclaim

The liability of the Guarantor under this Deed will not be reduced or avoided by any defence, set-off or counterclaim available to the Contractor against the Principal.

5.8 Claim on the Guarantor

The Principal is not required to make any claim or demand on the Contractor, or to enforce the Contract, or any other right, power or remedy against the Contractor, before making any demand or claim on the Guarantor.

5.9 No representation by Principal etc.

The Guarantor acknowledges that it has not entered into this Deed as a result of any representation, promise, statement or inducement to the Guarantor by or on behalf of the Principal, the Contractor or any other person.

6. Representations and Warranties

6.1 General representations and warranties

The Guarantor or, if there is more than one Guarantor, each Guarantor represents and warrants to the Principal:

- (a) this Deed constitutes a valid and legally binding obligation of the Guarantor in accordance with its terms;
- (b) the execution, delivery and performance of this Deed by the Guarantor does not breach any law, or any document or agreement to which the Guarantor is a party or which is binding on it or any of its assets;
- (c) no litigation, arbitration, mediation, conciliation, criminal or administrative proceedings are current, pending or, to the knowledge of the Guarantor, threatened, which, if adversely determined, may have a material adverse effect on the business assets or financial condition of the Guarantor;
- (d) all information relating to the Guarantor provided to the Principal in connection with this Deed is true in all material respects and is not, by omission or otherwise, misleading in any material respect; and
- (e) the Guarantor has not entered into this Deed as the trustee of any trust.

6.2 Corporate representations and warranties

The Guarantor, or if there is more than one Guarantor, each Guarantor, that is or purports to be a body corporate, further represents and warrants to the Principal that:

- (a) it is duly incorporated and has the corporate power to own its property and to carry on its business as is now being conducted;
- (b) the execution, delivery and performance of this Deed does not breach the Constitution of the Guarantor and, if the Guarantor or any of its subsidiaries is

listed on the Australian Securities Exchange Limited or on any other stock exchange, those listing requirements or business rules;

- (c) it has the power, and has taken all corporate and other action required, to enter into this Deed and to authorise the execution and delivery of this Deed and the performance of its obligations under this Deed; and
- (d) the Guarantor has filed all corporate notices and effected all registrations with the Australian Securities and Investments Commission and all of those filings and registrations are current, complete and accurate.

6.3 Representations and warranties repeated

Each representation and warranty in this Deed will be repeated on each day whilst any of the Guaranteed Money remains outstanding (whether or not then due for payment) with reference to the facts and circumstances then subsisting, as if made on each such day.

7. Payments

7.1 On demand

All money payable by the Guarantor under this Deed must be paid by the Guarantor on demand by the Principal in immediately available funds to the account and in the manner notified by the Principal to the Guarantor.

7.2 Payment in gross

All money received or recovered by the Principal on account of the Guaranteed Money will be treated as payments in gross without any right on the part of the Guarantor to claim the benefit of any money received or recovered by the Principal or any Security, until the Principal has been paid 100 cents in the dollar in respect of the Guaranteed Money.

7.3 Interest

As a liability separate and distinct from the Guarantor's liability under clauses 2 and 3, the Guarantor must on demand by the Principal pay interest on all amounts due and payable by it and unpaid under or in respect of this Deed. Interest will accrue on those amounts from day to day from the due date up to the date of actual payment, before and (as a separate and independent obligation) after judgment, at the Specified Rate for successive 90 day interest periods commencing on the date of default and, if not paid when due, will itself bear interest in accordance with this clause 7.3.

7.4 Merger

If the liability of the Guarantor to pay to the Principal any money under this Deed becomes merged in any judgment or order, then, as an independent obligation, the Guarantor will pay interest on the amount of that money at the rate which is the higher

of that payable under clause 7.3 and that fixed by or payable under the judgment or order.

7.5 No set-off or deduction

All payments by the Guarantor to the Principal under this Deed must be:

- (a) free of any set-off or counterclaim; and
- (b) without deduction or withholding for or on account of any present or future Taxes, unless the Guarantor is compelled by law to make any deduction or withholding.

If the Guarantor is compelled by law to make any deduction or withholding for or on account of any present or future Taxes (not being Taxes on the overall net income of the Principal), then the Guarantor must:

- (c) pay to the Principal any additional amounts necessary to enable the Principal to receive (after all deductions and withholdings for those Taxes) a net amount equal to the full amount which would otherwise be payable to the Principal if no deduction or withholding was required to be made;
- (d) promptly (and within the time prescribed by law) pay to the relevant taxing authority the amount of those Taxes which it is compelled by law to deduct or withhold, and indemnify the Principal for any Taxes and interest or penalties to which the Principal may become liable consequent on the failure of the Guarantor to pay those Taxes; and
- (e) deliver to the Principal, promptly on request from the Principal, a copy of any receipt issued by the relevant taxing authority on payment of those Taxes.

7.6 Currency indemnity

- (a) The Australian Dollar is the currency of payment by the Guarantor under or in connection with this Deed, except that payment by the Guarantor of or in relation to any Obligation which is denominated in a foreign currency must be made in that foreign currency.
- (b) If for any reason any amount payable by the Guarantor under or in connection with this Deed is received by the Principal in a currency (Payment Currency) other than the currency (Agreed Currency) in which that amount is required to be paid under this Deed (whether as a result of any judgment or order, the liquidation of the Guarantor or otherwise), and the amount obtained (net of charges) by the Principal on its conversion of the amount of the Payment Currency received into the Agreed Currency is less than the amount payable under this Deed in the Agreed Currency, then the Guarantor will, as an independent and additional obligation, indemnify the Principal for that deficiency and for any loss sustained as a result of that deficiency.

8. Expenses and stamp duties

8.1 Expenses

The Guarantor must on demand reimburse the Principal for and keep the Principal indemnified against all expenses, including legal fees, costs and disbursements on a solicitor/own client basis (or on a full indemnity basis, whichever is the higher) assessed without the necessity of taxation, incurred by the Principal in connection with:

- (a) the preparation, negotiation and execution of this Deed and any subsequent consent, agreement, approval, waiver, amendment to or discharge of this Deed; and
- (b) any exercise, enforcement or preservation, or attempted exercise, enforcement or preservation, of any rights under this Deed.

8.2 Stamp duties

- (a) The Guarantor must pay all stamp duties, transaction, registration and similar Taxes, including fines and penalties, financial institutions duty and debits tax which may be payable to or required to be paid by any appropriate authority, or determined to be payable in connection with the execution, delivery, performance or enforcement of this Deed or any payment, receipt or other transaction contemplated by this Deed; and
- (b) the Guarantor must indemnify the Principal against any loss or liability incurred or suffered by it as a result of the delay or failure by the Guarantor to pay Taxes.

8.3 Goods and Services Tax

If the Principal is or becomes liable to pay any GST (including any penalty) in respect of any supply it makes under, or in connection with, this Deed (GST Liability) then:

- (a) to the extent that an amount is payable by the Guarantor to the Principal under this Deed for that supply - the amount will be increased by the full amount of the GST Liability; and
- (b) otherwise - the Guarantor will indemnify and keep the Principal indemnified for the full amount of the GST Liability.

9. Assignment

The Principal may assign, novate or otherwise transfer all or any part of its rights under this Deed and may disclose to a proposed assignee or transferee any information in the possession of the Principal relating to the Guarantor.

10. Governing law, jurisdiction and arbitration

10.1 Governing law

This Deed and where applicable, the arbitration reference contained in clause 10.3, is governed by and will be construed according to the laws of New South Wales.

10.2 Jurisdiction

- (a) This clause 10.2 only applies where clauses 10.3 to 10.7 do not apply.
- (b) The Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts and appellate courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought relating in any way to this Deed.
- (c) The Guarantor irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceeding has been brought in an inconvenient forum, where that venue falls within paragraph (b) of this clause.

10.3 Reference to arbitration

- (a) Clauses 10.3 to 10.7 will only apply where the Guarantor is a foreign company (as defined in section 9 of the *Corporations Act 2001* (Cth)).
- (b) Any controversy, claim or dispute directly or indirectly based upon, arising out of, relating to or in connection with this Deed (including but not limited to any question relating to the existence, validity or termination of this Deed) shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as the ACICA Arbitration Rules).
- (c) The seat of the arbitration will be Sydney.
- (d) The number of arbitrators will be one.
- (e) The language of the arbitration will be English.

10.4 Powers of the arbitrator

The arbitral tribunal has the power to grant all legal, equitable and statutory remedies, except punitive damages.

10.5 Consolidation

The parties agree that section 24 of the *International Arbitration Act 1974* (Cth) will apply in respect of consolidations.

10.6 Joinder

The arbitral tribunal has the power, on the application of any party to this arbitration agreement, to allow a third party who the arbitrator considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party to this Deed hereby consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitrator has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.

10.7 Award final and binding

Any award will be final and binding upon the parties.

11. Miscellaneous

11.1 Notices

- (a) Any notices contemplated by this Deed must be in writing and delivered to the relevant address or sent to the facsimile number as set out below (or to any new address or facsimile number that a party notifies to the others).
- (i) **to the Principal:** 22 Giffnock Avenue
Macquarie Park NSW 2113
- (ii) **to the Guarantor:** 396 Princes Highway
St Peters NSW 2044
- (b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.
- (c) A notice sent by facsimile will be taken to have been received on the next day after the day shown on the transmission record showing the number of the person to whom it is addressed in accordance with paragraph (a), which is a Business Day.

11.2 Continuing obligation

This Deed is a continuing obligation notwithstanding any termination by the Guarantor, settlement of account, intervening payment, express or implied revocation or any other matter or thing, and the Principal will continue to be entitled to the benefit of this Deed as regards the due and punctual performance of all the Obligations until a final discharge has been given to the Guarantor.

11.3 Further assurance

The Guarantor must immediately on the request of the Principal, and at the cost of the Guarantor, do and perform all further acts and things and execute and deliver all further documents as the Principal reasonably requires, or as are required by law, to

perfect or to give effect to the rights and powers of the Principal created, or intended to be created, by this Deed.

11.4 Form of demand

A demand on the Guarantor for payment under this Deed may be in the form and contain any information as the Principal determines. It need not specify the amount of the Guaranteed Money, nor the method or basis of calculation of all or any part of the Guaranteed Money, including amounts of, or in the nature of, interest.

11.5 Entire agreement

This Deed constitutes the entire agreement and understanding between the parties and will take effect according to its tenor despite, and supersede:

- (a) any prior agreement (whether in writing or not), negotiations and discussions between the parties in relation to the subject matter of this Deed; or
- (b) any correspondence or other documents relating to the subject matter of this Deed that may have passed between the parties prior to the date of this Deed and that are not expressly included in this Deed.

11.6 Joint and several liability

The obligations of the Guarantor, if more than one person, under this Deed, are joint and several. Each person constituting the Guarantor acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this Deed) of the other as if those acts or omissions were its own and the Principal may proceed against any or all of them. This Deed binds each person who signs as a "Guarantor" even if another person who was intended to become a "Guarantor" does not become a "Guarantor" or is not bound by this Deed.

11.7 Severance

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.

11.8 Remedies cumulative

Each Power is cumulative and in addition to each other Power available to the Principal.

11.9 Waiver

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Deed by the Principal will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed.
- (b) Any waiver or consent given by the Principal under this Deed will only be effective and binding on the Principal if it is given or confirmed in writing by the Principal.
- (c) No waiver by the Principal of:
 - (i) a breach of any term of this Deed; or
 - (ii) any other failure by the Guarantor to comply with a requirement of this Deed,will operate as a waiver of another breach of that term or failure to comply with that requirement or of a breach of any other term of this Deed or failure to comply with any other requirement of this Deed.

11.10 Consents

Any consent of the Principal referred to in, or required under, this Deed may be given or withheld, or may be given subject to any conditions, as the Principal (in its absolute discretion) thinks fit, unless this Deed expressly provides otherwise.

11.11 Moratorium legislation

To the fullest extent permitted by law, the provisions of all laws operating directly or indirectly to lessen or affect in favour of the Guarantor any obligation under this Deed, or to delay or otherwise prevent or prejudicially affect the exercise of any Power, are expressly waived.

11.12 Set-off

- (a) The Principal may (without prior notice at any time) set off any obligation then due and payable by the Guarantor under this Deed against any obligation (whether or not due and payable) by the Principal to the Guarantor, regardless of the place or currency of payment of either obligation or the office or branch through which either obligation is booked. If the obligations are in different currencies, the Principal may convert either obligation into the currency of the other obligation at a market rate of exchange determined by it for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Principal may affect the set off in an amount estimated by it in good faith to be the amount of that obligation.

- (b) The Principal is not obliged to exercise any right of set off pursuant to clause 11.12(a), which is in addition to its other rights of combination of account, set-off or lien (by contract or operation of law).
- (c) On its exercise of any set off pursuant to clause 11.12(a) against the Guarantor, the Principal will promptly notify the Guarantor of details of that set-off.

11.13 Variations

This Deed may only be varied by a document signed by or on behalf of both the Principal and the Guarantor.

11.14 Provisions limiting or excluding liability

Any provision of this Deed which seeks to limit or exclude a liability of the Principal or the Guarantor is to be construed as doing so only to the extent permitted by law.

11.15 Counterparts

- (a) This Deed need not be executed by the Principal.
- (b) If the Guarantor is more than one person, a Guarantor may execute this Deed in one or more separate counterparts, each of which constitutes the deed of that Guarantor.



Executed as a deed.

Signed by **Metropolitan Demolitions Holdings Pty Ltd ABN 16 104 766 047** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of sole director and sole company secretary

Full name of sole director and sole company secretary

Schedule F5. Insurance Policies

(Clauses 13.4 and 13.5)

Not used.

Alternative 2 applies – Contractor to insure

Schedule F6. Overhead Costs

(Clauses 1.1, 6.4(b), 6.7, 7.3(b), 10.14(e)(ii) and 14.10(a))

1. On-site overheads

The on-site overheads are those overhead costs and expenses which are specific to the Site including:

- (a) on-site personnel with project management, site supervision, administration and support functions;
- (b) site accommodation including amenities and parking facilities;
- (c) telephone lease and installation, rental and charges including mobile phones;
- (d) storage area and facilities;
- (e) office supplies and consumables;
- (f) site services;
- (g) furniture and office fittings;
- (h) site-based computers;
- (i) printing, photocopying and stationery;
- (j) reproduction of drawings;
- (k) project specific insurances only (and not corporate held insurances);
- (l) project specific software, data processing and network systems;
- (m) security;
- (n) cleaning;
- (o) postage;
- (p) site communications;
- (q) first aid and personnel protective equipment for the personnel referred to in paragraph (a);
- (r) small tools; and
- (s) waste disposal associated with site accommodation, including amenities and parking facilities (excluding waste disposal associated with construction activities).

2. Off-site overheads

The off-site overheads are on account of costs and expenses related to off-site business functions of the Contractor (in respect of the Works) including the following matters:

- (a) safety and quality;
- (b) research and development;
- (c) financial, legal, human resources and commercial;
- (d) executive management;
- (e) corporate infrastructure and support;
- (f) parent company fees;
- (g) corporate head offices running costs and payroll;
- (h) bonds and bank guarantees.



Exhibit 1. Deposited Plans for Site Access Schedule

Deposited Plans for Site Access Schedule (refer to enclosed CD)

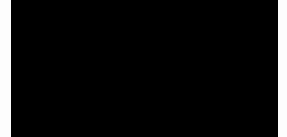


Transport
for NSW



Sydney Metro City & SouthWest
DEMOLITION CONTRACT – Contract Number: SMCSW-131

Contract Schedules



**EXHIBIT 1 – DEPOSITED PLANS FOR
SITE ACCESS SCHEDULE**

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