List of redactions

The following table lists the basis for all redactions in the contract under section 32 of the *Government Information (Public Access) Act 2009*.

There is no intention to release any of the material redacted in this contract at a later date.

Page number(s) of redaction	Basis for redaction
23	Commercial-in-confidence
44	Commercial-in-confidence
130	Commercial-in-confidence
132	Commercial-in-confidence
135-136	Commercial-in-confidence
140	Commercial-in-confidence
142-145	Commercial-in-confidence
146-147	Commercial-in-confidence
174-177	Commercial-in-confidence
178-181	Commercial-in-confidence
187-239	Commercial-in-confidence
269-279	Commercial-in-confidence
481-483	Commercial-in-confidence
484-487	Not part of disclosable contract
488-489	Commercial-in-confidence
490-491	Not part of disclosable contract
492-493	Commercial-in-confidence
494-498	Not part of disclosable contract
499-500	Commercial-in-confidence
501-502	Not part of disclosable contract

503-50\50	Commercial-in-confidence
506-518	Not part of disclosable contract
519-520	Commercial-in-confidence
521-523	Not part of disclosable contract
524-525	Commercial-in-confidence
526-530	Not part of disclosable contract
532-533	Commercial-in-confidence
534-551	Not part of disclosable contract
552-553	Commercial-in-confidence
554-571	Not part of disclosable contract
572-573	Commercial-in-confidence
574-575	Not part of disclosable contract
576-577	Commercial-in-confidence
578-579	Not part of disclosable contract
580-581	Commercial-in-confidence
582-588	Not part of disclosable contract
589-590	Commercial-in-confidence
591-616	Not part of disclosable contract
617-618	Commercial-in-confidence
619	Not part of disclosable contract
620-621	Commercial-in-confidence
622-627	Not part of disclosable contract
628-629	Commercial-in-confidence
630-637	Not part of disclosable contract
638-639	Commercial-in-confidence
640-643	Not part of disclosable contract

644-645	Commercial-in-confidence
646-651	Not part of disclosable contract
652-653	Commercial-in-confidence
654-657	Not part of disclosable contract
658-659	Commercial-in-confidence
660	Not part of disclosable contract
661-662	Commercial-in-confidence
663-668	Not part of disclosable contract
669-670	Commercial-in-confidence
671-674	Not part of disclosable contract
675-676	Commercial-in-confidence
677-681	Not part of disclosable contract
682-683	Commercial-in-confidence
684-687	Not part of disclosable contract
688-689	Commercial-in-confidence
690-691	Not part of disclosable contract
692-693	Commercial-in-confidence
694-697	Not part of disclosable contract
698-703	Commercial-in-confidence
704-708	Not part of disclosable contract
709-710	Commercial-in-confidence
711-714	Not part of disclosable contract
715-716	Commercial-in-confidence
717-719	Not part of disclosable contract
720-725	Commercial-in-confidence
726-730	Not part of disclosable contract

731-732	Commercial-in-confidence
733-740	Not part of disclosable contract
741-742	Commercial-in-confidence
743	Not part of disclosable contract
744-745	Commercial-in-confidence
746	Not part of disclosable contract
747-748	Commercial-in-confidence
749-753	Not part of disclosable contract
754-755	Commercial-in-confidence
756	Not part of disclosable contract
757-758	Commercial-in-confidence
759	Not part of disclosable contract
760	Commercial-in-confidence
764	Not part of disclosable contract
766-768	Commercial-in-confidence
770-776	Not part of disclosable contract
778-779	Commercial-in-confidence
782-798	Not part of disclosable contract
800-804	Commercial-in-confidence
806-818	Not part of disclosable contract
820-822	Commercial-in-confidence
824-832	Not part of disclosable contract
834-836	Commercial-in-confidence
838-867	Not part of disclosable contract
868	Commercial-in-confidence
870	Commercial-in-confidence

872-894	Not part of disclosable contract
896-898	Commercial-in-confidence
900-908	Not part of disclosable contract
910-913	Commercial-in-confidence

PROJECT CONTRACT

PROPERTY
COUNCIL
of Australia

Managing Contractor Contract

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CONDITIONS OF USE

Project procurement, building and construction are high risk activities, including regarding project outcomes, claims and disputes. The Property Council of Australia Project Contract PC-1 reflects particular policies and decisions on risk allocation and the content of contractual provisions, which might, or might not, suit particular users or particular projects. It should also be appreciated that the relatively vague and uncertain nature of the English language does not facilitate legal drafting of infallible mathematical precision beyond the capacity for differing interpretations or contentions of ambiguity or uncertainty.

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Project Contract
(PC-1 - 1998)

Sydney Trains
(Owner)

A W Edwards Pty Limited
(Contractor)

Formal agreement

Parties

Sydney Trains ABN 38 284 779 682 of Level 20, 477 Pitt Street, Sydney NSW 2000 (**Owner**)

A W Edwards Pty Limited ABN 76 000 045 849 of Level 1, 131 Sailors Bay Road, Northbridge NSW 2063 (**Contractor**)

Recitals

1. The Owner wishes to procure various design services for, and the construction of, the project known as the "Rail Operations Centre" in Sydney.

2. The design of the Works is being carried out by the Owner's Design Consultant.

3. The design of the Works is not yet complete, and while the design is being developed and finalised by the Owner's Design Consultant, the Owner wishes to engage a contractor to undertake the Contractor's Activities including managing the construction of the Works progressively on a managing contractor basis on the terms of the Contract.

4. The Owner may, during the term of the Contract, request the Contractor to propose a guaranteed construction sum for the execution of the Construction Work.

5. If the Owner accepts the proposed guaranteed construction sum:

   (a) the value of the Contract Sum will change in accordance with the Contract; and

   (b) the Contractor will become responsible for the design of the Works and for managing the Owner's Design Consultant and will take a novation of the contract between the Owner and the Owner's Design Consultant.

6. The Owner requires the Contractor's Activities to be provided in the most efficient, timely and cost effective manner, and to meet or exceed the relevant Australian Standards in respect of quality.

7. The Contractor has represented to the Owner that the Contractor is experienced in:

   (a) the provision of services of the kind constituting the Design Services included within the Contractor's Activities; and

   (b) the management of the construction of works of the kind constituting the Works to be constructed under the Contract,

   and that the Contractor can provide the skills, resources and design and construction services required by the Owner for the purposes of carrying out the Contractor's Activities.

8. In reliance upon the representations made in paragraph 7 above, the Owner wishes to engage the Contractor to carry out the Contractor's Activities.

9. The Contractor has agreed to carry out the Contractor's Activities (which includes the work required during the Pre-Construction Stage and the Construction Stage and the obligation to provide a GCS Offer) upon the terms and conditions contained in this Contract.

The parties agree

(a) The Owner and the Contractor promise to carry out and complete their respective obligations in accordance with:

(i) the attached Conditions of Contract; and

(ii) the other documents referred to in clause 1.1 of the Conditions of Contract as constituting the Contract.

(b) Other than as set out in the Contract, the Contract Sum (and each component of the Contract Sum) is not subject to adjustment for:

(i) changes in taxes or changes in Statutory Requirements;

(ii) changes in currency exchange rates; or

(iii) any other rise and fall in costs.

Executed as a deed

Signed under delegated authority for and on behalf of **Sydney Trains** in the presence of:

Signature of witness	Signature of authorised delegate
Sanjay Athavale	MIKE BOANCARD
Full name of witness (Print)	Full name of authorised delegate (Print)
8/4/2016	Gm Strategic Procurement.
Date	Position of authorised delegate

Signed on 8th April 2016 (insert date)

Executed by **A W Edwards Pty Limited** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director	Signature of company secretary/~~director~~
GREGORY J D'AROY.	JEFF ILLINGWORTH
Full name of director (Print)	Full name of company secretary/~~director~~ (Print)

Signed on 5th April 2016 (insert date)

Contents

CONDITIONS OF CONTRACT

1. Glossary of terms, interpretation and miscellaneous

1.1 Glossary of terms

Unless the context otherwise indicates, whenever used in this Contract, each word or phrase in the headings in this clause 1.1 has the meaning given to it under the relevant heading.

Accepted GCS Offer

Means a GCS Offer accepted by the Owner under clause 2.1C(g)(i).

Accreditation

Means accreditation as referred to in Part 3, Division 4 of the Rail Safety National Law.

Aconex

Means the Owner's web based document management system.

Act of Prevention

Means any one of:

(a) a breach of the Contract by the Owner;

(b) any other act or omission of the Owner, the Owner's Representative or an Other Contractor engaged by the Owner; and

(c) a Contract Variation the subject of a Direction by the Owner, except where the Contract Variation is instructed in the circumstances described in clause 9.9(b).

Actual Construction Sum

Means the aggregate of:

(a) all amounts properly and actually incurred and payable by the Contractor to Subcontractors for the performance of Construction Work in accordance with the Approved Subcontract Agreements:

(i) excluding:

A. any adjustments in accordance with the Approved Subcontract Agreements for the performance of Subcontract Variations;

B. amounts incurred and payable to Subcontractors for correcting Defects;

C. amounts (including damages) paid or payable by the Contractor to any Subcontractor by reason of any breach of contract or other wrongful act or omission by the Contractor including a breach by the Contractor of the Contract, except to the extent that such breach or wrongful act or omission was directly caused by any breach of contract or other wrongful act or omission of the Owner; and

D. other amounts not properly incurred in respect of the execution of the Construction Work or which the Contract

provides are to be borne by the Contractor or to be a debt due from the Contractor to the Owner; and

(ii) adjusted for Subcontract Variations by the amounts determined in accordance with clauses 11.3(b)(i) and 11.8(c) in relation to the adjustment of the Actual Construction Sum; and

(b) any fixed price agreed, or amount incurred and payable in accordance with a basis otherwise agreed, under clause 8.5M(b),

less, in respect of any Defect which is the subject of an instruction under clauses 9.6(b) or 9.6(c), the amount that, in the opinion of the Owner's Representative, would have been payable to Subcontractors for correcting the Defect if an instruction had been made under clause 9.6(a).

Approval

Means any licence, permit, consent, approval, determination, certificate or other requirement of any Authority having any jurisdiction in connection with the Works or the carrying out of the Contractor's Activities or under any other applicable Statutory Requirement, which must be obtained or satisfied to:

(a) carry out the Contractor's Activities; or

(b) occupy and use the completed Works or a completed Separable Portion,

and includes the Development Approval.

Approved Security

An unconditional undertaking on terms, and given by a financial institution, approved by the Owner. An unconditional undertaking in the form attached at Annexure G is an Approved Security.

Approved Subcontract Agreement

Means an agreement which is entered into by the Contractor with a Subcontractor on the terms:

(a) which have been approved in writing by the Owner's Representative under clause 8.5F(a) or 8.5G(a); or

(b) of any agreement with a Selected Subcontractor novated under clause 8.5P,

but, if there is an Accepted GCS Offer, does not include the agreement between the Owner and the Owner's Design Consultant as novated to the Contractor.

Approved Subcontract Tender List

Means the tender list developed and finalised under clause 8.5(d), as that list may be further developed under clause 8.5(e).

Authorised Engineering Organisation

Means a legal entity to whom the ASA has issued an ASA Authorisation.

ASA

Means the Asset Standards Authority.

ASA Authorisation

Means an authorisation issued by the ASA to a legal entity which verifies that it has the relevant systems in place to carry out the class of Asset Lifecycle work specified in the authorisation, subject to any conditions of the authorisation.

ASA Charter

Means the document which identifies the ASA's objectives, functions, powers and governance and the duties of Rail Transport Agencies and Authorised Engineering Organisations in relation to the ASA (as amended from time to time), which is available at http://www.asa.transport.nsw.gov.au/ or upon request from the Owner's Representative.

ASA Requirements

Has the meaning assigned to it in the ASA Charter.

Asset Lifecycle

Has the meaning assigned to it in the ASA Charter.

Asset Services

Means the aspects of the Contractor's Activities which relate to the Asset Lifecycle of NSW Rail Assets.

Asset Standards Authority

Means the unit within Transport for NSW which sets, controls, maintains, owns and publishes the network and asset standards for NSW Rail Assets as defined in the ASA Charter.

Assessment Milestone

Means:

(a) each milestone specified in column 2 of Attachments 1 - 3 of Annexure H (as applicable); and

(b) in relation to the Performance KPIs (as defined in Annexure H), the last Date of Completion.

Authority

Means, in respect of a particular context or circumstance, each Federal, State or Local Government, semi-Government, quasi-Government or other body or authority, statutory or otherwise, including any court or tribunal, having jurisdiction and responsibility in respect of that context or circumstance.

Award Date

Means:

(a) the date on which the Formal Agreement, to which these Conditions of Contract are attached, has been completed and signed by the last party to sign the Formal Agreement; or

(b) any earlier date on which the Contract came into existence.

Award Date Construction Cost Estimate

The Construction Cost Estimate included in the Cost Plan contained in Annexure M.

Buildability Issues

Any ambiguities, inadequacies, discrepancies, inconsistencies, incompleteness, errors or lack of co-ordination or integration of, between or in any Owner's Design Documents which:

(a) cause a problem, difficulty or complexity relating to:

(i) the means, methods or techniques by which the Works are to be constructed; or

(ii) the co-ordination or integration of the Works; or

(b) would involve additional work to ensure that the part of the Works to which the ambiguity, inadequacy, discrepancy, incompleteness or lack of co-ordination or integration relates would be suitable for its intended purpose,

and which a prudent, competent and experienced contractor, exercising the standard of skill, care and diligence expected of a contractor experienced in the construction of works of the nature of the Works and having done what the Contractor is required to do under the Contract, would reasonably have identified or foreseen.

Building Commissioning and Witness Test Plan

Means the Project Plan described in clause 13.1B(c).

Business Day

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

CEOs

The persons nominated in the Contract Particulars or any other person nominated by a party from time to time to replace the person specified for the relevant party.

Claim

Includes any claim for an increase in the Contract Sum or the Guaranteed Construction Sum, for payment of money (including damages) or for an extension of time:

(a) under, arising out of, or in any way in connection with, the Contract, including any Direction of the Owner's Representative;

(b) arising out of, or in any way in connection with, the Contractor's Activities, the Works or either party's conduct before the Contract; or

(c) otherwise at law or in equity including:

(i) by statute;

(ii) in tort for negligence or otherwise, including negligent misrepresentation; or

(iii) for restitution.

Competence Records

Means, with respect to any Rail Safety Worker engaged in connection with the Contractor's Activities (including those engaged by Subcontractors), the following information:

(a) the rail safety training undertaken by the Rail Safety Worker, including when, and for how long, the training was undertaken;

(b) the qualifications of the Rail Safety Worker, including (if applicable):

(i) the units of competence undertaken to achieve the qualification;

(ii) the level of qualification attained;

(iii) if, and when, a re-assessment of competence is to be conducted;

(iv) if, and when, any re-training is due and was undertaken; and

(v) the name of any organisation conducting training or re-training;

(c) the name and qualifications of any person who assessed the competence of the worker; and

(d) any further information requested by the Owner with respect to the competence of the Rail Safety Worker.

Completion

The stage when in respect of the Works or a Separable Portion:

(a) the Works are, or the Separable Portion is, complete, free of Defects and fit for use or occupation (or both) by the Owner, as determined by the Owner’s Representative;

(b) those tests which are required by the Contract to be carried out and passed before the Works or the Separable Portion reach Completion have been carried out and passed;

(c) all documents and other information and materials, including all Approvals, which are required for the use, operation and maintenance of the Works or the Separable Portion have been supplied to the Owner's Representative, including:

(i) completion certificates (to the satisfaction of the Owner) from the Owner’s Design Consultant and any independent services auditor engaged by the Owner; and

(ii) operation and maintenance manuals in a form satisfactory to the Owner's Representative;

(d) the Contractor has done everything which the Contract requires it to do as a condition precedent to Completion, including those things described in clause 13.2A, the Contract Particulars and the Contract Preliminaries;

(e) all equipment, plant, services and installations installed as part of the Works or the Separable Portion have been demonstrated by the Contractor to the satisfaction of the Owner to perform as required by the terms of this Contract both under normal operating conditions and under simulated emergency operating conditions and in respect of the control room be free from Defects. This demonstration must, amongst other things, include the necessary demonstration of services working in an inter-related manner and be simulating live operating conditions as to all inter-related services functions;

(f) a certificate has been provided from an independent consultant in favour of the Owner that the fire services function under normal and simulated emergency operating conditions in accordance with the relevant specifications and to the requirements of the Contract;

(g) all normal and emergency plant and equipment start-up and shutdown functions perform in sequence without interruption or malfunction in accordance with their respective specifications;

(h) the Owner's Representative has been provided with all warranties and guarantees required by the Contract in relation to all plant and equipment installed as part of the Works;

(i) the Contractor has complied with all Statutory Requirements; and

(j) an occupation certificate for the Works or the Separable Portion, if required by the terms of the Development Approval or otherwise required under a Statutory Requirement, has been issued by the person who is authorised to issue the certificate.

Construction Certificate

Means the certificate which must be obtained for the Works or a Separable Portion under a Statutory Requirement (including s109R of the Environmental Planning and Assessment Act 1979) prior to commencing building work on the Works or the Separable Portion (as the case may be).

Construction Cost Estimate

Means the estimate of the construction and trade costs for the Works prepared by the Owner’s Cost Planner and included in the Cost Plan, as amended from time to time, which is to be provided to the Contractor by the Owner’s Representative progressively at times determined by the Owner’s Representative during the development of the design of the Works.

Construction Program

Has the meaning given to that term in clause 10.2.

Construction Stage

Means the stage of the Contractor's Activities described as the construction stage in clause 2.1B.

Construction Work

Means the entirety of the Contractor's Activities other than the Design Services and the Delivery Services.

Contract

The contractual relationship between the parties constituted by:

(a) the Formal Agreement to which these Conditions of Contract are attached;

(b) these Conditions of Contract, together with all schedules, annexures, exhibits and attachments to the Conditions of Contract;

(c) the Owner's Design Documents; and

(d) Owner's Project Documents.

Contract Particulars

The particulars annexed to these Conditions of Contract and entitled "Contract Particulars".

Contract Preliminaries

Means the document of that name at Annexure Q.

Contract Sum

Means:

(a) if there is no Accepted GCS Offer, the sum of:

(i) the Management Fee;

(ii) the Overheads and Profit Fee;

(iii) the Actual Construction Sum; and

(iv) any Determined Incentive Amount to which the Contractor is entitled clause 13B,

as adjusted by all additions and deductions made pursuant to the provisions of the Contract; or

(b) if there is an Accepted GCS Offer, the sum of:

(i) the Actual Construction Sum, to the extent it does not exceed the Guaranteed Construction Sum;

(ii) the Design Contingency Fee;

(iii) the Design Consultant's Fee;

(iv) the Management Fee;

(v) the Overheads and Profit Fee;

(vi) any Determined Incentive Amount to which the Contractor is entitled under clause 13B; and

(vii) if the Actual Construction Sum is less than the Guaranteed Construction Sum, 40% of the difference between the Actual Construction Sum and the Guaranteed Construction Sum up to a maximum of $[redacted],

as adjusted by all additions and deductions made pursuant to the provisions of the Contract.

Contract Variation

Unless otherwise stated in the Contract, means any change to the Works including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Works.

Contractor

The person named in the Contract Particulars.

Contractor's Activities

Means all things or tasks which the Contractor is, or may be, required to do to comply with its Contract obligations.

Contractor's Representative

The person named in the Contract Particulars or any other person from time to time appointed as Contractor's Representative in accordance with clause 3.5.

Cost Plan

Means the cost plan annexed at Annexure M as updated by the Owner from time to time.

Date for Completion

In respect of the Works or a Separable Portion, the date, or period of time, for achievement of Completion as specified in the Contract Particulars, as adjusted under the Contract.

Date of Completion

Means the date of Completion of the Works or a Separable Portion set out in a Notice of Completion.

Defects

Means any defect, shrinkage, fault or omission in the Works including any aspect of the Works which is not in accordance with the requirements of the Contract.

Defects Liability Period

The period which commences on the Date of Completion of the Works or a Separable Portion, and which continues until expiry of the period described in the Contract Particulars after the last Separable Portion to achieve Completion, as extended by clause 9.11.

Delivery Services

Means that part of the Contractor's Activities, other than Construction Work and the Design Services, which must be performed by the Contractor itself (rather than by engaging Subcontractors) during both the Pre-Construction Stage and the Construction Stage, including:

(a) the discharge of the Contractor's obligations under these Conditions of Contract;

(b) those things or tasks required by any direction of the Owner's Representative given or purported to be given under a provision of the Contract; and

(c) those things or tasks more particularly described in the Contract Preliminaries.

Design Consultant's Fee

Means the lump sum fee contained in the Accepted GCS Offer, for the services to be provided by the Owner's Design Consultant to the Contractor following novation of the agreement with the Owner's Design Consultant to the Contractor, as adjusted in accordance with the Contract.

Design Contingency Fee

Means, if there is an Accepted GCS Offer, the amount calculated by applying the percentage set out in the Contract Particulars to the lesser of:

(a) the Actual Construction Sum; and

(b) the Guaranteed Construction Sum,

as the Contractor's fee for all costs and risks associated with the design of the Works and its design obligations as stated in the GCS Agreement Conditions, which includes the cost and risk of novation of the Owner's Design Consultant and the cost of any additional design management required if a GCS Offer is accepted.

Design Documentation

Means:

(a) all design documentation (including drawings, specifications, models, samples, reports and calculations) in computer readable and written forms which the Contractor is required to prepare by the terms of the Contract; and

(b) if there is an Accepted GCS Offer, includes all design documentation (including drawings, specifications, models, samples, reports and calculations) in computer readable and written forms which must be prepared by, or on behalf of, the Contractor by the terms of the GCS Agreement Conditions (including by the Owner's Design Consultant).

Design Services

Means the services described as such in clause 2.1B(d).

Determined Incentive Amount

Has the meaning given to that term in clause 13B.4(a).

Development Approval

Means the environmental assessments undertaken in relation to the Works under Part 5 of the Environmental Planning and Assessment Act 1979 (NSW), and all decisions made in relation to the Works on the basis of those assessments (including any conditions of those decisions), whether the assessments or decisions occur before or after the Award Date, and copies of the records of which, as at the Award Date, appear as Annexure B. If the Development Approval is not included at Annexure B as at the Award Date, prior to provision of the Development Approval to the Contractor, the Development Approval conditions will be those set out in the Development Approval Matrix in Annexure L.

Direction

Means any decision, demand, determination, direction, instruction, notice, order, rejection or requirement.

Enabling Works Contractor means, at the date of this Contract, Ausco Modular Pty Limited.

Expert

Means the person that is to be engaged by the parties to determine a dispute in accordance with clause 15.5.

GCS

Means the Guaranteed Construction Sum.

GCS Agreement Conditions

Means the conditions at Annexure C.

GCS Offer

Means the guaranteed construction sum offer to be submitted by the Contractor in accordance with clause 2.1C.

GIPA Act

Means the Government Information (Public Access) Act 2009 (NSW).

GST or **Goods and Services Tax**

Means the tax payable on taxable supplies under the GST Legislation.

GST Legislation

Means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax.

Guaranteed Construction Sum

Means the lump sum amount described as the guaranteed construction sum in the Accepted GCS Offer, as adjusted in accordance with the Contract.

Hire Item

Means a "Hire Item" under a Subcontract, being:

(a) craneage, hoisting, and scaffolding; and

(b) any other hire item, as determined in writing by the Principal, in its absolute discretion.

Incentive

Means the incentive (if any) to which the Contractor may become entitled to under clause 13B and which is to be calculated on the basis set out in Annexure H.

Improvement Plan

Means a plan described in clause 13A.3.

Information Documents

Means:

(a) the Site Information; and

(b) any other document issued or made available:

(i) on, before or after the date of submission of the Contractor's tender;

(ii) on, before or after the Award Date other than any information, data, or document which the Owner is obliged by the terms of the Contract to provide to the Contractor and the Contractor is expressly obliged by the terms of the Contract to rely on; or

(iii) to the Contractor in respect of the Contractor's Activities which is marked, called, or otherwise described as, an "information document" or as being "for tendering purposes" or "for tenderers' information only".

Insolvency Event

Means in relation to a party to the Contract, any of the following:

(a) the party informs the other party in writing, or its creditors generally, that the party is insolvent or is unable to proceed with the Contract for financial reasons;

(b) a trustee, receiver, receiver and manager, interim receiver, controller, administrator, custodian, sequestrator, provisional liquidator, liquidator or other person with similar power is appointed to the party;

(c) the party:

(i) becomes bankrupt or insolvent;

(ii) makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors;

(iii) seeks relief from its obligations to creditors under any bankruptcy, insolvency or analogous Statutory Requirement;

(iv) files a petition or proposal to take advantage of any act of bankrupt or insolvency;

(v) consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, controller, administrator, custodian, sequestrator, provisional liquidator, liquidator or other person with similar power of itself or of all or a portion of its assets; or

(vi) files a petition or otherwise commences any proceeding seeking any reorganisation, arrangement, composition or readjustment under any applicable bankruptcy, insolvency or analogous Statutory Requirement affecting creditors' rights or consents to, or acquiesces in, the filing of such a petition; or

(d) any act is done or event occurs which, under an applicable Statutory Requirement, has a similar effect to anything mentioned in paragraphs (b) or (c).

KPIs

Means the key performance indicators set out in Attachments 1 - 4 of Annexure H.

Latent Conditions

Any ground conditions at the Site, excluding ground conditions resulting from inclement weather or the effects thereof, wherever occurring, which differ materially from those which should have been anticipated by a prudent, competent and experienced contractor if it had done those things which the Contractor is deemed to have done under clause 7.7.

Management Fee

Means the lump sum fee stated in Annexure A for the performance of the Contractor's Activities, including the activities described in Annexure A, as adjusted in accordance with the Contract.

Management Fee Percentage

Means the percentage set out in the Contract Particulars.

Material Effect

In respect of a Contract Variation the subject of a Direction by the Owner's Representative, a material increase or decrease in:

(a) the scope of the Delivery Services; and

(b) the resources required for, and the costs of, performing the Delivery Services,

which a prudent, competent and experienced contractor would not have anticipated as at the Award Date, in circumstances where the relevant Contract Variation will result in a change to the functional performance of the Works.

Moral Rights

Means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, which rights are created by the Copyright Act 1968, and if any work is used in any jurisdiction other than in Australia, any similar right capable of protection under the laws of that jurisdiction.

Notice of Completion

A notice under clause 13.3(b) by the Owner's Representative stating that Completion of the Works or a Separable Portion has been achieved.

NSW Government Policies

Means the New South Wales Government Implementation Guidelines to the NSW Code of Practice for the Building and Construction Industry (July 2013), NSW Government Code of Practice for the Building and Construction Industry (18 January 2005), Aboriginal Participation in Construction Guidelines (May 2015), Environmental Management Systems Guidelines (August 2013), Work Health and Safety Management Systems and Auditing Guidelines (5th edition) (September 2013), Training Management Guidelines (February 2009), NSW Government Resource Efficiency Policy (2014) and any other NSW Government guidelines and requirements specified or required by the Contract.

NSW Government Procurement Policy

Means the procurement policy document titled *NSW Government Procurement Policy – Policy and Guidelines Paper* dated July 2004 issued by the New South Wales Government and as amended from time to time.

NSW Rail Assets

Has the meaning assigned to it in the ASA Charter.

O&P Percentage

Means the percentage set out in the Contract Particulars.

Other Contractor

Any contractor, consultant, artist, tradesperson or other person engaged by the Owner to do work other than the Contractor and its Subcontractors.

Overheads and Profit Fee

Means the lump sum amount for all costs associated with off-site overheads and the Contractor’s profit margin, as adjusted under the Contract (including under clause 2.7).

Owner

The person named in the Contract Particulars.

Owner's Approved Budget

Means for each trade package, the budget amount provided by the Owner to the Contractor, at or about the time of the Contractor issuing a recommendation under clause 8.5D(a)(ii) of the Contract.

Owner's Contingency

Means the contingency shown in the Construction Programme for the Owner's project management:

(a) (ID: BA 1330) allocated for any critical delays caused by an Act of Prevention or other causes as listed in the Contract Particulars items b), c) and d); and

(b) (ID: BA 3690) allocated for any critical delays caused by Inclement Weather.

Owner's Cost Planner

Means the cost planner used by the Owner from time to time being, at the Award Date, Rider Levett Bucknall Pty Ltd.

Owner's Design Consultant

Means the contractor identified in the Contract Particulars.

Owner's Design Documents

Means all documents, including drawings, specifications and reports for the design, construction and commissioning of the Works, prepared by or on behalf of the Owner and provided to the Contractor from time to time during the course of the Contract.

Owner's Project Requirements

Means the documents contained in Exhibit 2 (as amended by any Accepted GCS Offer).

Owner's Representative

The person nominated in the Contract Particulars or any other person nominated by the Owner from time to time under clause 3.2 to replace that person.

Owner's Risks

Means any one of:

(a) war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped powers, martial law or confiscation by order of any government or public authority;

(b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Contractor or its subcontractors or either's employees or agents; or

(c) any other event so described in the Contract Particulars.

Owner's Works

Means all works to be undertaken by the Owner or Other Contractors including fit-out, furniture and workstation installation, communications and other equipment installations.

Personnel

Means:

(a) employees, officers, agents or subcontractors of the Contractor or the Owner (as appropriate); and

(b) employees, officers, agents or subcontractors of those subcontractors engaged to provide any part of the Contractor's obligations under this Contract.

Personal Information

Has the same meaning as in the Privacy Act 1988 (Cth).

Plant, Equipment and Work

Means those things used, or work undertaken, by the Contractor to construct the Works or a Separable Portion but which will not form part of the Works or the Separable Portion.

Pre-Construction Stage

Means the stage of the Contractor's Activities described as the pre-construction stage in clause 2.1B.

Privacy Obligations

Means any obligations arising under:

(a) Privacy Act 1988 (Cth);

(b) Privacy and Personal Information Protection Act 1998 (NSW);

(c) any applicable Statutory Requirements from time to time in force in the Commonwealth of Australia, the State of New South Wales or any other jurisdiction in which the obligations contemplated in this Contract are performed that affect the collection, handling, storage, processing, use or disclosure of data; and

(d) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under them, as amended from time to time.

Professional Indemnity Insurance

Means a policy of insurance to cover claims for breach of professional duty (whether owed in contract or otherwise) by the Contractor or its Subcontractors in carrying out the Contractor's Activities.

Project Plans

Means the:

(a) Tendering Probity Plan;

(b) Building Commissioning and Witness Test Plan;

(c) construction and environmental management plan required by the Development Approval; and

(d) other plans referred to in the Contract Particulars and prepared and finalised by the Contractor under clause 9.1A,

as updated in accordance with clause 9.1A.

Public Liability Insurance

Means a policy of public liability insurance in the joint names of the Owner, Contractor, Owner's Representative and all Subcontractors to cover their respective:

(a) rights and interests and liabilities to third parties; and

(b) liability to each other for loss or damage to property (other than property required to be insured by Works Insurance) and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy),

arising out of, or in any way in connection with, the Contractor's Activities.

Rail Corridor

Means the area containing the Railway Tracks, rail junctions, level crossings, station buildings, platforms, signal boxes, tunnels, bridges and other associated structures. This area is defined by railway boundary fencing and in the absence of such fencing, is defined by a physical boundary (i.e. tunnel, building or retaining walls) or everywhere within 15 metres of the outermost rails.

Rail Safety National Law

Means the Rail Safety National Law (NSW), as defined in the Rail Safety (Adoption of National Law) Act 2012 (NSW), and any associated regulations.

Rail Safety Work

Has the meaning given in section 8 of the Rail Safety National Law.

Rail Safety Worker

Has the meaning given in section 4 of the Rail Safety National Law.

Rail Transport Agency

Means Transport for NSW (and each of its divisions), RailCorp, Sydney Trains and NSW Trains.

RailCorp

Means Rail Corporation New South Wales ABN 59 325 778 353.

Railway Track

Means the rails fastened on sleepers or transoms and founded on ballast, bridge decking or concrete slab, associated signalling and overhead wiring components (in electrified areas).

Related Body Corporate

Has the meaning given to it in section 9 of the Corporations Act 2001 (Cth).

RFM Works

Means any Works relating to roofing, façade, tanking, waterproofing or barriers and membranes of any type.

Security of Payment Act

Means the Building and Construction Industry Security of Payment Act 1999 (NSW), as amended.

Selected Subcontractor

Means a Subcontractor specified in the Contract Particulars.

Senior Managers

The persons nominated in the Contract Particulars or any other person nominated by a party from time to time to replace the person specified for the relevant party.

Separable Portion

A stage of the Works described in the Contract Particulars or as determined by the Owner's Representative pursuant to clause 2.1D.

Site

The site for the Works described in the Contract Particulars.

Site Information

Means:

(a) any document, specification, drawing, calculation, information, data, report or sample (whatever its form) marked or described as being 'site information' or marked or described in a similar fashion and made available or provided to the Contractor by or on behalf of the Owner prior to the Award Date;

(b) any borehole core or borehole log made available or provided to the Contractor by or on behalf of the Owner, whether prior to or after the Award Date; and

(c) any other document, specification, drawing, calculation, information, data, report or sample (whatever its form) made available or provided to the Contractor by or on behalf of the Owner, whether prior to or after the Award Date, regarding any physical conditions on, under or over the surface of, or at or in the vicinity of the Site.

Statutory Requirements

Means:

(a) any law applicable to the Works or the carrying out of the Contractor's Activities, including Acts, ordinances, regulations, by-laws and other subordinate legislation; and

(b) Approvals (including any condition or requirement under them).

Subcontract Proposal

Means a document described in clause 8.5A.

Subcontract Tender Documentation

In relation to a Subcontract Proposal, means:

(a) the Owner's Design Documents and, where applicable, any Design Documentation that the Contractor is entitled to use for construction purposes under clause 6.3 relevant to the part of the Construction Work to be subcontracted;

(b) the conditions of the subcontract agreement which must, unless otherwise expressly approved in writing by the Owner's Representative, be on the terms of the subcontract set out in Exhibit 1;

(c) unless otherwise agreed with the Owner's Representative, a professionally prepared bill of quantities prepared in accordance with the requirements of the document entitled "Australian Standard Method of Measurement of Building Works" published by the Australian Institute of Quantity Surveyors and any other requirements of the Owner's Representative;

(d) if the Owner's Representative so directs, a request for tender; and

(e) any other documentation necessary for that part of the Construction Work to be subcontracted (including any documentation considered necessary by the Owner's Representative).

Subcontract Variation

Means any change to the physical works which a Subcontractor must complete and hand over to the Contractor under the terms of an Approved Subcontract Agreement, including any addition, increase, decrease, omission, deletion, demolition or removal to or from those physical works.

Subcontractor

Means any contractor, consultant or supplier engaged from time to time by the Contractor (including under clause 8.5F(a) or 8.5G(a) or, following a novation to the Contractor in accordance with the GCS Agreement Conditions, the Owner's Design Consultant or clause 8.5P) for the purpose of performing any part of the Works or the Contractor's Activities and includes a Selected Subcontractor.

Subcontractor Deed of Novation

Means a deed of novation in the form set out in Annexure KA.

Target Cost

Means the total estimated cost of the delivery of the project for the design and construction of the Works as defined in the Cost Plan, as amended from time to time.

Tendering Probity Plan

Means the tendering probity plan to be prepared by the Contractor and finalised under clause 9.1A, which must set out in adequate detail all procedures the Contractor will implement to ensure the probity and competitiveness of the tender process for Construction Work is maintained including:

(a) the matters specified in the Annexure S; and

(b) any other matters required by the Owner's Representative.

WHS Legislation

Has the meaning given to that term in clause 8.19(a).

WHS Management Plan

Means a plan of that title provided by the Contractor in accordance with clause 8.19(b).

Works

The physical works which the Contractor must complete and hand over to the Owner in accordance with the Contract (including the Owner's Project Requirements), a brief description of which appears in the Contract Particulars.

Works Insurance

Means a policy of insurance:

(a) in the joint names of the Owner, Contractor and all Subcontractors for their respective rights, interests and liabilities; and

(b) insuring all the things referred to in clause 5.1 for which the Contractor bears the risk against loss or damage resulting from any insurable event.

Workers Compensation Insurance

Means a policy of insurance to insure against liability for death of or injury to persons employed by the Contractor, including liability by statute and at common law.

1.2 Interpretation

In this Contract unless the context otherwise indicates:

(a) words in the singular include the plural and vice versa;

(b) references to a person include an individual, firm, corporation or unincorporated body;

(c) except in clause 1.1, headings are for convenience only and do not affect the interpretation of this Contract;

(d) references to any party to this Contract include its successors or permitted assigns;

(e) a reference to a party, clause, Annexure, Schedule, Attachment or exhibit is a reference to a party, clause, Annexure, Schedule, Attachment or exhibit of or to this Contract;

(f) references to this Contract and any deed, agreement or instrument are deemed to include references to this Contract or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;

(g) words denoting any gender include all genders;

(h) references to any legislation or to any section or provision of any legislation include any:

(i) statutory modification or re-enactment of or any statutory provision substituted for that legislation, section or provision; and

(ii) ordinances, by-laws, regulations and other statutory instruments issued under that legislation, section or provision;

(i) no rule of construction applies to the disadvantage of a party on the basis that the party put forward the Contract or any part;

(j) a reference to "$" is to Australian currency;

(k) where under the Contract:

(i) a Direction is required to be given or must be complied with; or

(ii) payment of money must be made,

within a period of 7 days or less from a specified event, then Saturdays, Sundays and public holidays in the place in which the Site is situated will not be counted in computing the number of days;

(l) for the purposes of clause 10.8, 10.9, 10.10 and 10.11:

(i) any extension of time stated in days; or

(ii) any reference to "day",

will exclude public holidays and include only those days which are stated in the Contractor's approved program under clause 10.2 as working days;

(m) other than as set out in paragraphs (k) and (l) references to "day" are references to calendar days;

(n) the words "including" and "includes", and any variants of those words, will be read as if followed by the words "without limitation";

(o) the word "subcontractor" will include suppliers and consultants;

(p) where a clause contains two options, the option specified in the Contract Particulars will apply; and

(q) derivatives of a word or expression which has been defined in clause 1.1 will have a corresponding meaning to that assigned to it in clause 1.1.

1.3 Miscellaneous

(a) This Contract is subject to and is to be construed in accordance with the laws of the State or Territory in which the Site is situated.

(b) Unless otherwise stated in the Contract, none of the terms of the Contract can be waived, discharged or released at law or in equity unless both parties agree in writing.

(c) The Contractor cannot assign its rights or liabilities under the Contract without the prior written consent of the Owner, which may be withheld or subject to conditions in the absolute discretion of the Owner.

(d) This Contract constitutes the entire agreement and understanding between the parties and will take effect according to its tenor despite:

(i) any prior agreement in conflict or at variance with the Contract; or

(ii) any correspondence or other documents relating to the subject matter of the Contract which may have passed between the parties prior to the Award Date and which are not included in the Contract.

(e) Where a party comprises two or more persons, each person will be jointly and severally bound by the party's obligations under the Contract.

(f) Any provision in this Contract which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and such illegality, voidness or unenforceability will not invalidate any other provision of the Contract.

(g) All obligations to indemnify under this Contract survive termination of the Contract.

1.4 Civil Liability Act

(a) To the extent permitted by law, Part 4 of the Civil Liability Act 2002 (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with the Contract whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

(b) Without limiting paragraph (a), the rights, obligations and liabilities of the Owner and the Contractor under the Contract with respect to proportionate liability are as specified in the Contract and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

(c) To the extent permitted by law:

(i) the Contractor must not seek to apply the provisions of Part 4 of the Civil Liability Act 2002 (NSW) in relation to any claim by the Owner against the Contractor (whether in contract, tort or otherwise); and

(ii) if any of the provisions of Part 4 of the Civil Liability Act 2002 (NSW) are applied to any claim by the Owner against the Contractor (whether in contract, tort or otherwise), the Contractor will indemnify the Owner against any loss, damage, cost or expense that forms part of a claim by the Owner against the Contractor which the Owner is not able to recover from the Contractor because of the operation of Part 4 of the Civil Liability Act 2002 (NSW).

1.5 Discretion

Subject to any express provision in the Contract to the contrary:

(a) a provision of the Contract which says that the Owner or the Owner's Representative "may" do or not do something is not to be construed as imposing an obligation on the Owner or the Owner's Representative to do or not do that thing; and

(b) there will be no procedural or substantive limitation upon the manner in which the Owner or the Owner's Representative may exercise any discretion, power or entitlement conferred by the Contract.

Without limiting the previous paragraph, neither the Owner nor the Owner's Representative will be under any obligation to exercise any such discretion, power or entitlement, for the benefit of the Contractor or as required by any other legal doctrine which in any way limits the express words used in the provision of the Contract conferring the discretion, power or entitlement.

2. Nature and scope of the Contract

2.1 Management contracting

Without limiting the generality of the Contractor's responsibilities under the Contract, the Contractor must:

(a) ensure that the Works progress to Completion in accordance with the Contract; and

(b) be responsible for (and without limitation shall control, coordinate, administer and direct) all activities for the planning and carrying out of the Contractor's Activities under the Contract with proper skill, care and diligence.

2.1A Contractor's obligations

The Contractor must:

(a) immediately commence to carry out the Contractor's Activities;

(b) unless otherwise stated, carry out the Contractor's Activities at its cost;

(c) ensure that it carries out the Contractor's Activities diligently, expeditiously and without delay so as to achieve Completion of each Separable Portion by the relevant Date for Completion;

(d) be responsible for (including the control, co-ordination, administration and direction) of all activities necessary for the construction and commissioning of the Works including the engagement on its own behalf, supervision, control, co-ordination and direction of all Subcontractors;

(e) carry out the Contractor's Activities in conformity with all Statutory Requirements and the requirements of all Authorities and in accordance with the best practices of the respective trades relevant to the carrying out of the Contractor's Activities and in accordance with the requirements of the Contract and, to the extent they are not inconsistent, the requirements of the Building Code of Australia, relevant Australian Standards and industry codes;

(f) carry out the Contractor's Activities in a good and workmanlike manner using good quality new materials;

(g) carry out the Contractor's Activities so as not, by any act or omission, to place the Owner in breach of the Owner's obligations under the Development Approval; and

(h) carry out the Contractor's Activities in accordance with the plans and specifications referred to in the Development Approval and the Construction Certificate, to the extent applicable, and with the Design Documentation and the Owner's Design Documents.

2.1B Responsibilities and accountability of the Contractor

Without limiting the Contractor's other obligations under the Contract, the Contractor's Activities in each stage include the following:

Pre-Construction Stage

(a) planning the Works in consultation with the Owner's Representative and Owner's consultants and providing detailed estimates of and costings for the design, construction and commissioning phases of the Works based upon preliminary construction cost estimates provided by the Owner's appointed quantity surveyor;

(b) providing:

(i) input into and preparing such details as may be required by the Owner's Representative for the updating of the Cost Plan, includingthe cash-flow requirements of the Contractor's Activities; and

(ii) a "peer review" of the Cost Plan, as updated from time to time by the Owner as the design of the Works is further developed;

(c) advising the Owner on matters relating to preliminary investigations, design and co-ordination of the Contractor's Activities;

(d) carrying out the Design Services, which include:

(i) advising the Owner and the Owner's Representative on Buildability Issues and safety in design (with reference to section 2 (Work Health & Safety Management) of the Contract Preliminaries) concerning the Works and proposing alternative materials and construction methodologies which are suitable for use, having regard to any limitations on the design and construction of the Works (if any) imposed by the Site or arising from any Statutory Requirements;

(ii) reviewing the Cost Plan with the Owner's Representative as the development of the design proceeds and to ensure that the cost of construction of the design is in accordance with the Cost Plan, and, if not, advising the Owner's Representative how, in the Contractor's opinion, the design could reasonably be modified to ensure that the cost of the design is within the Cost Plan including proposing alternatives (design / details, materials, plant / equipment and the like), finding savings and gaining certainty on market costs / rates and new technologies;

(iii) promptly and proactively reviewing the design and associated documentation progressively prepared and issued by the Owner's Representative and the Owner’s Design Consultant, for design ambiguity, discrepancies and omissions and other Buildability Issues to support the proper completion of the design and associated documentation and promptly (at least 10 Business Days in advance of its needs) issue any request for information, in accordance with section 5.3 (Requests for Information) of the Contract Preliminaries, to the Owner's Representative to resolve any design issues; and

(iv) monitoring the progress of the design against the design program (contained in the Construction Program) and reporting to the Owner's Representative regularly (at least monthly within its monthly report) concerning the status of the design. If at any time the Contractor is of the opinion that the design is not or is likely not to be progressing in accordance with the design program, give reasonable recommendations to the Owner to remedy it and ensure the design proceeds by the times and dates in the Construction Program;

(e) to progressively prepare and issue bills of quantities for the purposes of subcontractor and supplier tendering and valuation of payment claims and variations (only);

(f) preparing Subcontract Tender Documentation for procurement of the Works and advising the Owner on how the Works should be divided into packages to facilitate the calling of tenders for engagement of Subcontractors;

(g) calling tenders for the Works and making recommendations to the Owner concerning the engagement of Subcontractors, in accordance with clause 8;

(h) preparing a programme for procurement, documentation, preparation of bills of quantities and delivery of the Works to meet the times in the Construction Program and the Dates for Completion;

(i) advising the Owner on any Site comparisons, dilapidation reports, building services reviews and any environmental or geotechnical testing that the Contractor considers reasonably necessary for the proper design and construction of the Works;

(j) obtaining the Construction Certificate;

(k) providing all necessary documentation (including the project construction and environmental management plan, council approved traffic management plan and construction methodology) to the Owner and the person authorised to issue the Construction Certificate;

(l) accepting novation of the Owner's contract with the Enabling Works Contractor in respect of the 'new accommodation site' (as identified in Annexure U) in accordance with clause 8.5P;

(m) undertaking existing services alterations and carrying out new service installations to both the 'new accommodation site' (as identified in Annexure U) and the 'Rail Operations Centre' (as identified in Annexure E); and

(n) salvaging and removing from the 'Rail Operations Centre' (as identified in Annexure E) all of the existing buildings and facilities in accordance with the directions of the Owner's Representative.

Construction Stage

Continuing and completing any remaining Contractor's Activities in the Pre-Construction Stage and procuring the construction and completion of the whole of the Works in accordance with the Contract including:

(o) correctly setting out the Works in accordance with the Contract and providing all instruments and things necessary for that purpose;

(p) procuring the supply of all materials, labour, plant and equipment and everything else necessary for the execution and completion of the Construction Work and the Contractor's obligations under the Contract, including such Site establishment, services and facilities as are necessary for the Contractor's Activities;

(q) instituting a system of cost control and, together with the Owner's Representative, reviewing and, where approved by the Owner's Representative, amending the Cost Plan to take account of any item affecting or likely to affect any component of the Cost Plan, including advising the Owner's Representative as to the alternative steps available where:

(i) the tenders for the construction of any part of the Works exceed the amount included for that work in the Cost Plan; or

(ii) the costs incurred under any Approved Subcontract Agreement exceed the amount allowed for in the cash-flow which forms part of the Cost Plan or the final costs of that Approved Subcontract Agreement appear likely to exceed the total amount allowed for that work (including the contingency) in the Cost Plan;

(r) arranging for, engaging, managing, co-ordinating and monitoring the Subcontractors as necessary to construct and complete the Works to achieve Completion by the Date for Completion;

(s) managing and co-ordinating the initial occupation, operation and commissioning of the Works and the activities of consultants and others necessary for commissioning in accordance with the Contract;

(t) without limiting clause 9.6, promptly rectifying Defects which become apparent prior to Completion;

(u) without limiting clause 9.6, rectifying Defects that become apparent during the Defects Liability Period, in a timely, efficient and non-disruptive manner as follows:

(i) for roofing, façade, tanking and water proofing / barriers and membranes of any type – within 24 hours of the Owner's Representative's notice under clause 9.6;

(ii) for work related to the services, control room and related critical operations – within 24 hours of the Owner's Representative's notice under clause 9.6; and

(iii) for all other Defects – within 72 hours of the Owner's Representative's notice under clause 9.6 or as otherwise instructed by the Owner's Representative under clause 9.6;

(v) when notified by the Owner's Representative to do so, preparing and submitting a GCS Offer in accordance with clause 2.1C; and

(w) if there is an Accepted GCS Offer, proceeding in accordance with the Contract, as modified by the GCS Agreement Conditions.

2.1C GCS Offer

Contractor's GCS Offer

(a) During the Construction Stage and within 40 Business Days of receiving a written request from the Owner's Representative, the Contractor must prepare and submit a GCS Offer to the Owner. The GCS Offer must meet all the requirements of clause 2.1C(e).

(b) Failure to comply with clause 2.1C(a) will constitute a substantial breach of the Contract.

(c) As part of the Owner's Representative's notice under paragraph 2.1C(a), the Owner will notify the Contractor of the proposed Design Consultant's Fee.

(d) The Contractor's GCS Offer shall remain open for acceptance for 180 days after its submission under clause 2.1C(a) or, if applicable, its resubmission under clause 2.1C(f)(ii).

Requirements for the GCS Offer

(e) The GCS Offer to be submitted by the Contractor must include:

(i) a guaranteed construction sum which must not be greater than the Construction Cost Estimate;

(ii) the Design Consultant's Fee, as notified by the Owner's Representative under clause 2.1C(c);

(iii) details of any provisional sums included in the proposed guaranteed construction sum including:

A. a description of the work or goods the subject of the provisional sum; and

B. the sum of money included in the proposed guaranteed construction sum in respect of such work or goods;

(iv) an updated Construction Program including both the design work and Construction Work, showing the progress of activities to achieve Completion of each Separable Portion by the relevant Date for Completion;

(v) documentation identifying the design upon which the proposed guaranteed construction sum is based, including revised Owner's Project Requirements whereby any changes from the original Owner's Project Requirements are clearly shown;

(vi) an elemental cost plan prepared in accordance with the Australian Institute of Quantity Surveyors 'Australian Cost Management Manual 2000 Volume 1 – Appendix A1 or a rated bill of quantities to substantiate the proposed guaranteed construction sum;

(vii) the Contractor's proposed Construction Work package break up and budget for each trade package, including without limitation details of any preferred subcontractors for particular trade packages; and

(viii) such further information and documentation as may be required by the Owner.

Owner's Options

(f) The Owner may:

(i) confer with the Contractor regarding the reasonableness of the GCS Offer or any part thereof, with a view to ensuring that the Owner receives value for money; and

(ii) if it is not satisfied with the GCS Offer, request that the Contractor revise its GCS Offer, in which case the Contractor must comply with such request within 20 Business Days.

(g) The Owner shall not be bound to accept the Contractor's GCS Offer but shall, in its sole discretion and without obligation to act reasonably, be free to:

(i) accept the Contractor's GCS Offer, in which case:

A. the guaranteed construction sum accepted shall become the Guaranteed Construction Sum under the Contract;

B. the Contract will be modified in accordance with the GCS Agreement Conditions; and

C. the Owner's Project Requirement will be modified in accordance with the Accepted GCS Offer; or

(ii) reject the Contractor's GCS Offer.

(h) If the Contractor's GCS Offer is rejected by the Owner:

(i) the Contractor is not entitled to bring any Claim against the Owner arising out of, or in any way in connection with, the Owner's rejection of the GCS Offer;

(ii) without limiting clause 14.8, the Owner may exercise its rights under clause 14.8 and have the design and construction of the Works continued by Other Contractors; and

(iii) the Owner may, in its sole discretion, instruct the Contractor to continue the Contractor's Activities in accordance with the Contract.

(i) If the Owner accepts the GCS Offer pursuant to clause 2.1C(g)(i), the Contractor must continue to undertake the Contractor's Activities:

(i) required in the Construction Stage in accordance with the Contract; and

(ii) in accordance with the Contract, as modified by the GCS Agreement Conditions.

(j) For the avoidance of doubt and notwithstanding any other provision of the Contract, the GCS Agreement Conditions will not apply to the Contract unless the Owner accepts the Contractor’s GCS Offer pursuant to clause 2.1C(g)(i).

2.1D Separable Portion

(a) In the Contract:

(i) the expressions:

A. Completion;

B. Date for Completion;

C. Date of Completion;

D. Notice of Completion; and

E. Defects Liability Period,

apply separately to each Separable Portion and references therein to the Works or the Contractor's Activities mean so much of the Works or the Contractor's Activities as comprised in the relevant Separable Portion; and

(ii) clauses 2.1, 2.1A, 2.1B, 5.1, 5.3, 9, 10 and 13 apply separately to all Separable Portions and references therein to the Works or the Contractor's Activities mean so much of the Works or the Contractor's Activities as comprised in the relevant Separable Portion.

(b) The Owner's Representative may at any time at the Owner's Representative's discretion by giving written notice to the Contractor decree that a certain part or portion of the Works is a separate Separable Portion with its own Date for Completion, where after it will be dealt with under the terms of the Contract in the same way as the existing Separable Portions listed in the Contract Particulars. If the relevant Separable Portion is not listed in the Contract Particulars the Owner's Representative shall clearly identify for that Separable Portion the:

(i) portion of the Works;

(ii) Date for Completion; and

(iii) respective amount for liquidated damages.

2.2 Owner's obligations

The Owner must:

(a) give the Contractor sufficient access to the Site to allow it to commence work on the Site on the last to occur of:

(i) satisfaction of the conditions in the Contract Particulars; and

(ii) the date specified in the Contract Particulars; and

(b) subject to other provisions of the Contract affecting access, continue to allow the Contractor sufficient access to the Site to enable it to carry out the Contractor's Activities.

2.3 Delayed access

Failure by the Owner to give access as required by clause 2.2(a) will not be a breach of the Contract but will entitle the Contractor to claim an extension of time in accordance with clause 10.5.

2.4 Dilapidation Report

The Contractor must, prior to commencing any of the Contractor's Activities on Site:

(a) obtain a dilapidation report of the Site in accordance with section 3.3 (Dilapidation Report and Survey) of the Contract Preliminaries and provide a copy to the Owner's Representative at the Contractor's expense; and

(b) obtain access from the Owner to the relevant part(s) of the Site and from the owners of any adjoining sites for any persons engaged by the Contractor to carry out the dilapidation report.

2.5 Authorities

The Contractor acknowledges and agrees that:

(a) there are other Authorities (other than the Owner) with jurisdiction over aspects of the Contractor's Activities, parts of the Site and areas affected by the Contractor's Activities;

(b) such Authorities may from time to time exercise their statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect the Contractor's Activities; and

(c) unless otherwise provided in the Contract, it bears the full risk of all occurrences of the kind referred to in clause 2.5(b) and will have no Claim against the Owner arising out of or in any way in connection with such occurrences.

2.6 Deed Poll

The Contractor must, within 10 Business Days of the Award Date, provide to the Owner an executed deed poll in favour of RailCorp in the form set out in Annexure P.

2.7 Adjustment to Overheads and Profit Fee

(a) If the Actual Construction Sum is more than 20% greater than the Award Date Construction Cost Estimate, the Overheads and Profit Fee will be increased by the amount calculated as the O&P Percentage applied to the amount calculated as:

(i) subject to paragraph (b), the Actual Construction Sum; less

(ii) [redacted] of the Award Date Construction Sum Estimate.

(b) For the purposes of calculating the Actual Construction Sum under this clause 2.7, the parties will not take into account any part of the Actual Construction Sum payable with respect to Contract Variations for which the Contractor is entitled to an increase in the Overheads and Profit Fee under clause 11.3(b)(iii), so as to avoid any double counting in the increase in the Overheads and Profit Fee.

3. Personnel

3.1 Owner's Representative

The Owner's Representative will give Directions and carry out all its other functions under the Contract as the agent of the Owner (and not as an independent certifier, assessor or valuer).

The Contractor must comply with any Direction by the Owner's Representative given or purported to be given under a provision of this Contract.

Except where the Contract otherwise provides, the Owner's Representative may give a Direction orally but will as soon as practicable confirm it in writing.

3.2 Replacement of Owner's Representative

The Owner may at any time replace the Owner's Representative, in which event the Owner will appoint another person as the Owner's Representative and notify the Contractor of that appointment.

Any substitute Owner's Representative appointed under this clause 3.2 will be bound by anything done by the former Owner's Representative to the same extent as the former Owner's Representative would have been bound.

3.3 Parties' conduct

Without limiting any of the rights or obligations of the Owner and Contractor under the Contract, the Owner and Contractor must co-operate with each other in carrying out their obligations under the Contract.

3.4 Owner's Representative's representative

The Owner's Representative may:

(a) by written notice to the Contractor appoint persons to exercise any of the Owner's Representative's functions under the Contract;

(b) not appoint more than one person to exercise a specific function under the Contract; and

(c) revoke any appointment under paragraph (a) by notice in writing to the Contractor.

All references in the Contract to Owner's Representative include a reference to a representative appointed under this clause 3.4.

3.5 Contractor's Representative

The Contractor must ensure that the Contractor's Representative:

(a) is present on the Site at all times reasonably necessary to ensure that the Contractor is complying with its obligations under the Contract, and

(b) is contactable by the Owner's Representative at all reasonable times.

A Direction is deemed to be given to the Contractor if it is given to the Contractor's Representative.

The Contractor may, from time to time, replace the Contractor's Representative with another natural person with the Owner's prior written consent.

The Contractor's Representative may exercise the rights of the Contractor under the Contract on the Contractor's behalf.

Where the Contractor's Representative will be temporarily unavailable to perform its role under the Contract, the Contractor must ensure the Contractor's Representative delegates its role to another natural person approved by the Owner's Representative in writing.

3.6 Key people

The Contractor must:

(a) employ those people specified in the Contract Particulars, including the Contractor's Representative, in the jobs specified in the Contract Particulars;

(b) subject to paragraph (c), not replace the people referred to in paragraph (a) without the Owner's Representative's prior written approval; and

(c) if any of the people referred to in paragraph (a) die, become seriously ill or resign from the employment of the Contractor, replace them with persons approved by the Owner's Representative of at least equivalent experience, ability and expertise.

3.7 Removal of persons

The Owner's Representative may by notice in writing instruct the Contractor to remove any person from the Site or the Contractor's Activities who in the reasonable opinion of the Owner's Representative is guilty of misconduct or is incompetent or negligent or is likely to place the Owner in breach of its obligations to third parties.

The Contractor must ensure that this person is not again employed in the Contractor's Activities.

3.8 Industrial relations

The Contractor must in carrying out the Contractor's Activities:

(a) assume sole responsibility for and manage all aspects of industrial relations;

(b) ensure that the rates of pay and conditions of employment specified in all relevant industrial awards, enterprise and project agreements and any relevant Statutory Requirements, for all employees engaged by any person, are always observed in full;

(c) keep the Owner's Representative fully and promptly informed of industrial relations problems or issues which affect or are likely to affect the carrying out of the Contractor's Activities; and

(d) not enter into any Site-specific agreement with any trade union or union peak body without prior consultation with the Owner's Representative.

3.9 Project review

(a) The Contractor must:

(i) meet monthly (or at such other times as the Owner's Representative may require) with the Owner's Representative and any other persons whom the Owner's Representative nominates;

(ii) discuss the report it has prepared under section 5.6 of the Contract Preliminaries and such other matters as the Owner's Representative may from time to time require;

(iii) promptly and fully respond to any questions which the Owner's Representative asks in relation to any report; and

(iv) if it requires instructions from the Owner, make all necessary recommendations as to the action required.

(b) The Owner's Representative must:

(i) before each meeting – prepare an agenda for that meeting; and

(ii) after each meeting – prepare minutes of the meeting and distribute them to all attendees of the meeting.

4. Security

4.1 Form

The Contractor must provide security in the form and amount set out in the Contract Particulars.

Where security is required to be provided by the Contractor in the form of Approved Security the Contractor must provide the Owner with the Approved Security within 10 Business Days of the Award Date.

4.2 Release

The Owner must:

(a) by the date that is the later of:

(i) three calendar months after the issue of a Notice of Completion for the last Separable Portion to achieve Completion; and

(ii) the date on which all Defects notified to the Contractor by the Owner's Representative in accordance with clause 9.6 on or before the date which is 2 calendar months after the Date of Completion for the last Separable Portion to achieve Completion have been rectified;

release from the security held under clause 4.1, an amount equal to the lesser of:

(iii) the amount referred to in paragraph (a) of the Contract Particulars in relation to clause 4.1; and

(iv) an amount determined by the Owner's Representative to be reasonable to ensure the Owner’s interests are not prejudiced;

(b) within 10 Business Days of the expiration of the Defects Liability Period relating to all of the Works other than the RFM Works (excluding any extensions under clause 9.11), release an amount equal to the lesser of:

(i) the amount referred to in paragraph (b) of the Contract Particulars in relation to clause 4.1; and

(ii) an amount determined by the Owner's Representative to be reasonable to ensure the Owner's interests are not prejudiced;

(c) release the balance of the security under clause 4.1 then held when:

(i) the last Defects Liability Period has expired; and

(ii) the Contractor has complied with all its obligations under the Contract.

4.3 Interest

The Owner:

(a) is not obliged to pay the Contractor interest on:

(i) the Approved Security;

(ii) the proceeds of the Approved Security if it is converted into cash; or

(iii) any money retained under clause 4.1; and

(b) does not hold the proceeds or money referred to in paragraph (a) on trust for the Contractor.

4.4 Parent Company Guarantee

The Contractor must ensure that the Owner's Representative receives, within 10 Business Days after the Award Date, a guarantee in the form set out in Annexure O (or such other form as is approved by the Owner in writing) given by the person specified in the Contract Particulars in favour of the Owner.

5. Risks and insurance

5.1 Risk of Works

Except where it arises from an Owner's Risk, the Contractor will bear the risk of and indemnify the Owner against:

(a) any loss of or damage to:

(i) the Works or a Separable Portion;

(ii) Plant, Equipment and Work; and

(iii) unfixed goods and materials (whether on or off Site), including anything provided by the Owner to the Contractor or brought onto Site by a Subcontractor, used or to be used in carrying out the Contractor's Activities,

until:

(iv) in the case of loss of or damage to the Works or a Separable Portion, a Notice of Completion issues for the Works or the Separable Portion; and

(v) otherwise, a Notice of Completion issues for the Works or the last Separable Portion to reach Completion; and

(b) after the issue of a Notice of Completion for the Works or a Separable Portion, any loss of or damage to the Works or the Separable Portion arising from any act or omission of the Contractor during the Defects Liability Period or from an event

which occurred prior to the issue of the Notice of Completion for the Works or the Separable Portion.

5.2 Other risks

Except where it arises from an Owner's Risk, the Contractor indemnifies the Owner against:

(a) any loss of or damage to property of the Owner (other than property referred to in clause 5.1(a)); and

(b) any liability to or claims by a third party in respect of loss of or damage to property or injury to or death of persons,

caused by, or arising out of, or in any way in connection with, the Contractor's Activities provided that the Contractor's responsibility to indemnify the Owner will be reduced to the extent that an act or omission of the Owner, Owner's Representative or an Other Contractor may have contributed to the loss, damage, injury or death.

5.3 Reinstatement

During the period during which the Contractor bears the risk of loss or damage under clause 5.1, the Contractor must:

(a) subject to paragraph (b), promptly replace or otherwise make good any loss of, or repair the damage to, the Works or a Separable Portion, any Plant, Equipment and Work or any unfixed goods and materials used or to be used in carrying out the Contractor's Activities; and

(b) where the loss or damage arises from an Owner's Risk, only comply with paragraph (a) to the extent directed by the Owner's Representative.

The Contractor will bear the cost of such replacement, making good or repair except to the extent that the loss or damage arises from an Owner's Risk, in which event this replacement, making good or repair will, to the extent the loss or damage arises from an Owner's Risk (but subject to paragraph (b)), be treated as if it were a Contract Variation the subject of a Direction by the Owner's Representative and clause 11.3 applied.

5.4 Contractor insurance obligations

The Contractor must:

(a) from the Award Date effect and have in place the following insurance with insurers and on terms satisfactory to the Owner's Representative:

(i) Works Insurance and Public Liability Insurance;

(ii) insurance for loss or damage to all plant and equipment owned or hired by the Contractor and used in the undertaking of the Contractor's Activities and ensure that each of its Subcontractors possesses similar insurance;

(iii) Workers Compensation Insurance; and

(iv) Professional Indemnity Insurance,

for at least the amounts referred to in the Contract Particulars;

(b) in relation to the Workers Compensation Insurance:

(i) where permitted by law, extend the insurance policy to provide indemnity to the Owner for its statutory liability to the Contractor's employees; and

(ii) ensure that each of its Subcontractors has similar insurance to the Workers Compensation Insurance covering the Subcontractors' employees;

(c) provide the Owner's Representative with a copy of each required insurance policy and evidence satisfactory to the Owner's Representative that the policy is current as requested by the Owner's Representative from time to time;

(d) ensure that each required insurance policy includes provisions which require the insurer to inform the Owner whenever:

(i) it receives a notice under or in connection with the insurance policy, including any claim; and

(ii) it gives any insured a notice under or in connection with the policy, which in the case of a notice of cancellation must be given to the Owner 20 Business Days prior to the cancellation of the policy;

(e) ensure that it:

(i) does not do anything which prejudices any insurance;

(ii) if necessary, rectifies anything which might prejudice any insurance;

(iii) reinstates an insurance policy if it lapses;

(iv) does not cancel, vary or allow an insurance policy to lapse without the prior written consent of the Owner's Representative;

(v) immediately notifies the Owner's Representative of any event which may result in an insurance policy lapsing or being cancelled; and

(vi) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance; and

(f) ensure that the insurance it is required to have in place under this clause 5.4 is maintained with insurers that:

(i) are authorised under the Insurance Act 1973 (Cth) to carry on an insurance business in Australia and are supervised by the Australian Prudential Regulation Authority; and

(ii) have a credit rating of at least A- from Standard & Poor's or an equivalent rating from another internationally recognised rating agency.

5.5 Failure to insure

If the Contractor fails to:

(a) provide copies of any insurance policy together with evidence satisfactory to the Owner's Representative that the policy is current; or

(b) effect insurance which is with insurers and on terms satisfactory to the Owner's Representative,

as required by clause 5.4, the Owner may, without prejudice to any other rights it may have, take out the insurance and the cost will be a debt due from the Contractor to the Owner.

5.6 Period of insurance

The insurance which the Contractor is required to have in place under this clause 5 must be maintained:

(a) in the case of the Works Insurance, until the Contractor ceases to bear the risk of loss of or damage to anything under clause 5.1;

(b) in the case of Public Liability Insurance and Workers Compensation Insurance, until the later of:

(i) the end of the last Defects Liability Period; and

(ii) the date upon which all Defects have been rectified in accordance with the Contract; and

(c) in the case of Professional Indemnity Insurance, until the expiration of the period specified in the Contract Particulars following the expiry of the last Defects Liability Period.

5.7 Notice of potential claim

The Contractor must:

(a) as soon as possible inform the Owner in writing of any occurrence that may give rise to a claim under an insurance policy required by the Contract;

(b) keep the Owner informed of subsequent developments concerning the claim; and

(c) ensure that its Subcontractors similarly inform the Contractor and the Owner in respect of occurrences which may give rise to a claim by them.

5.8 Procedure upon loss or damage

If loss of or damage to any part of the Works or a Separable Portion occurs whilst the Contractor bears the risk of loss of or damage to the Works or the Separable Portion under clause 5.1:

(a) the Contractor must:

(i) make the Works, or the Separable Portion, and the Site safe and secure;

(ii) notify the relevant insurers and comply with their instructions; and

(iii) promptly consult with the Owner's Representative to discuss the steps to be taken to:

A. comply with its obligations under clause 5.3; and

B. ensure that, to the greatest extent possible, the Contractor continues to comply with its other obligations under this Contract; and

(b) upon settlement of a claim under the Works Insurance relating to this loss or damage:

(i) if required by either party, the money received from this insurance will be put into a bank account stipulated by the Owner in the joint names of the Owner and Contractor; and

(ii) the money received from this insurance, excluding any amount provided for the fees of any of the Owner's consultants, will:

A. be paid to the Contractor in accordance with the procedure in clauses 12.2-12.4 as and when the Contractor reinstates the loss of or damage to the Works or the Separable Portion; and

B. be the limit of the Contractor's entitlement to payment for reinstatement of the loss or damage.

5.9 Cross Liability

Where the Contract requires insurance to be effected in joint names the Contractor must ensure that the insurance policy provides that:

(a) insofar as the policy may cover more than one insured, all insuring agreements and endorsements (with the exception of limits of liability) will operate in the same manner as if there were a separate policy of insurance covering each named insured;

(b) the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against any of the parties covered as an insured and that failure by any insured to observe and fulfil the terms of the policy will not prejudice the insurance in regard to any other insured;

(c) any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy; and

(d) a notice to the insurer by one insured will be deemed to be notice by all insured parties.

6. Design and documentation

6.1 Owner's documents

(a) The Owner must provide to the Contractor the documents and number of copies of those documents specified in the Contract Particulars.

(b) The Contractor acknowledges that:

(i) as at the Award Date, the design of the Works (other than any parts of the Works that the Contractor is required to design under clause 6.2) is being carried out by the Owner's Design Consultant and will be progressively provided to the Contractor; and

(ii) it is not entitled to make any Claim in relation to this progressive design development except as expressly permitted under clauses 10.8 or 11.

6.2 Contractor's design

The Contractor must:

(a) design the parts of the Works which the Contract requires it to design and for this purpose prepare all relevant Design Documentation including provision of shop drawings based on and derived from the Owner's Design Documents;

(b) submit to the Owner's Representative for approval such shop drawings in a manner and at a rate which will give the Owner's Representative a reasonable opportunity to review the shop drawings or at least no later than 10 Business Days prior to the

intended use of the shop drawings and in accordance with section 3.4 (Design (Shop) Drawings) of the Contract Preliminaries;

(c) as part of the Construction Program, submit to the Owner's Representative for approval a documentation program which makes allowance for the Design Documentation to be submitted to the Owner's Representative in a manner and at a rate which will give the Owner's Representative a reasonable opportunity to review the Design Documentation within the period of time within which the Owner's Representative may review the Design Documentation under clause 6.3; and

(d) submit the Design Documentation it prepares to the Owner's Representative in accordance with the documentation program approved by the Owner's Representative under paragraph (c).

6.3 Owner's Representative may review Design Documentation

The Owner's Representative may:

(a) review any Design Documentation, or any resubmitted Design Documentation, prepared and submitted by the Contractor; and

(b) within 10 Business Days of the submission by the Contractor of such Design Documentation or resubmitted Design Documentation, reject the Design Documentation if in its reasonable opinion the Design Documentation does not comply with the requirements of the Contract.

If any Design Documentation is rejected, the Contractor must submit amended Design Documentation to the Owner's Representative.

The Contractor must not commence construction of the part of the Works to which any Design Documentation which it has submitted to the Owner's Representative applies, unless the Owner's Representative has had 10 Business Days to review the Design Documentation and has not rejected the Design Documentation.

6.4 No obligation to review

The Owner's Representative does not assume or owe any duty of care to the Contractor to review, or in reviewing, the Design Documentation submitted by the Contractor for errors, omissions or compliance with the Contract.

No review of, comments upon, consent to, rejection of, or failure to review or comment upon, consent to or reject, any Design Documentation prepared by the Contractor or any other Direction by the Owner's Representative about the Design Documentation or any other act or omission of the Owner's Representative will:

(a) relieve the Contractor from, or alter or affect, the Contractor's liabilities or responsibilities whether under the Contract or otherwise according to law; or

(b) prejudice the Owner's rights against the Contractor whether under the Contract or otherwise according to law.

6.5 Copies of Design Documentation

For the purposes of clauses 6.2 and 6.3, the Contractor must submit or resubmit to the Owner's Representative the number of copies specified in the Contract Particulars of any Design Documentation in:

(a) hard copy; and

(b) electronic copy,

in each case in accordance with the requirements set out in the Contract Particulars.

6.6 Fitness for purpose

The Contractor warrants that:

(a) the Design Documentation it prepares will be fit for its stated purpose; and

(b) upon Completion the Works or each Separable Portion will, to the extent they are designed by the Contractor, be fit for their intended purpose.

6.7 Availability

The Contractor must keep available for the use of the Owner's Representative, the Owner and any person authorised by either the Owner's Representative or the Owner:

(a) on the Site, one complete set of all Design Documentation which the Contractor is entitled to use for construction purposes under clause 6.3, any Owner's Design Documents and any documents provided by the Owner under clause 6.1; and

(b) at any area off-Site where the Contractor's Activities are being carried out, one complete set of each of those items specified in paragraph (a) insofar as they are relevant to the Contractor's Activities being carried out in that area.

6.8 Licence to use documents

The Contractor grants to the Owner an irrevocable, royalty free, freely assignable and perpetual licence to use (and to sublicense others to use) the Design Documentation prepared by or on behalf of the Contractor under clause 6.2 for the completion of the Works:

(a) which arises immediately upon the creation of the Design Documentation;

(b) which extends to any subsequent repairs to, maintenance or servicing of, or additions or alterations to the Works or for the further development of improvements on the Site; and

(c) which will survive the termination of the Contract on any basis.

6.9 Moral Rights

The Contractor:

(a) shall ensure that it does not infringe any Moral Right of any author of any work in carrying out the Contractor's Activities;

(b) shall ensure that it obtains an irrevocable and unconditional:

(i) written consent on the terms reasonably required by the Owner, for the benefit of the Owner and the Contractor, from the author of any work to be incorporated into the Works, or used during, or as part of Contractor's Activities, including any necessary consents from its employees, Subcontractors and any consultants engaged by it, or the employees of its subcontractors and consultants, to doing or authorising the doing of an act or making or authorising the making of an omission (whether occurring before or after this consent is given), anywhere in the world which, but for the consent, infringes or may infringe that author's Moral Rights in the work; and

(ii) waiver on the terms reasonably required by the Owner, to the extent permitted by law, of any and all Moral Rights to which that author may be entitled anywhere in the world in relation to the work;

(c) shall not (and must not encourage or permit anyone else to) apply any duress to any person or make a statement to any person knowing that the statement is false or misleading in a material particular, or knowing that a matter or thing has been omitted from the statement without which the statement is false or misleading in a material particular, in procuring consents and waivers under this clause 6.9; and

(d) indemnifies the Owner against any claims against, or loss suffered or incurred by, the Owner, arising out of, or in any way in connection with, any actual or alleged infringement of any author's Moral Rights arising out of or in any way in connection with the Works or Contractor's Activities, or arising in the future out of or in connection with any change, distortion, destruction, alteration, relocation or destruction of the Works.

This clause 6.9 shall survive the termination of the Contract and the completion of the Works. Where used in this clause 6.9, the term "work" has the meaning given to it in section 189 of the Copyright Act 1968 (Cth).

6.10 Intellectual property rights

The Contractor must:

(a) ensure that the Contractor's Activities do not infringe any patent, registered design, trade mark or name, copyright or other protected right; and

(b) indemnify the Owner against any claims against, or costs, losses or damages suffered or incurred by, the Owner, arising out of, or in any way in connection with, any actual or alleged infringement of any patent, registered design, trade mark or name, copyright or other protected right.

6.11 Resolution of ambiguities

If there is any ambiguity, discrepancy or inconsistency in the documents which make up the Contract or between the Contract and any Design Documentation or Owner's Design Documents which the Contractor is entitled to use for tender or construction purposes:

(a) the order of precedence in the Contract Particulars will apply;

(b) where the ambiguity, discrepancy or inconsistency is between the Contract and any part of the Owner's Project Requirements, the Design Documentation or the Owner's Design Documents, the higher standard, quality or quantum will prevail but if this does not resolve the ambiguity, discrepancy or inconsistency, the Contract will prevail unless the Owner's Representative instructs otherwise;

(c) if it is discovered by the Contractor or the Owner's Representative, then the party discovering it must promptly give notice to the other; and

(d) the Owner's Representative must instruct the Contractor as to the course it must adopt within 5 Business Days of the notice under paragraph (c).

6.12 Cost Control

The Contractor must:

(a) when required by the Principal's Representative for inclusion in the Cost Plan, provide the Principal's Representative with the cash-flow requirements of the Contractor's Activities;

(b) if there is an Accepted GCS Offer, update and re-submit the Cost Plan to the Owner's Representative within 10 Business Days of any request by the Owner's Representative to do so;

(c) use its best endeavours to ensure that it achieves Completion of the Works so that the Contract Sum does not exceed Target Cost;

(d) without limiting paragraph (b), review the Cost Plan with the Owner's Representative as the preparation of the Design Documentation and the Owner's Design Documents proceeds, to:

(i) ensure that the costs of construction of the design is in accordance with the Cost Plan; and

(ii) advise the Owner's Representative how the design should or can be modified to ensure that the cost of the design is in accordance with the Cost Plan; and

(e) institute a system of cost control and, together with the Owner's Representative, review the Cost Plan to take account of any item affecting or likely to affect any component of the Cost Plan or the Owner's Approved Budget, and advise the Owner's Representative as to the alternative steps available where:

(i) the tenders for any part of the Works exceed the amount included for that work in the Cost Plan or the Owner's Approved Budget; or

(ii) the costs incurred under any Approved Subcontract Agreement exceed (or appear likely to exceed) the amount allowed for that particular Approved Subcontract Agreement in the Cost Plan or the Owner's Approved Budget.

6.13 Ownership of photographs and video footage

Copyright and property in any photographs or video footage taken by or on behalf of the Contractor in the course of the Contractor's Activities, including as required by the Contract, hereby vest in the Owner and the Contractor must not use such photographs or video footage for any purpose without the Owner's prior written consent.

7. The Site and Information Documents

7.1 Information documents not warranted

The Owner does not warrant, guarantee, make any representation or assume any duty of care with respect to the completeness, accuracy or adequacy of any Information Documents.

7.2 Contractor's acknowledgements

The Contractor acknowledges and warrants that:

(a) it did not place any reliance upon the completeness, accuracy or adequacy of any Information Documents;

(b) it entered into this Contract based on its own investigations, interpretations, deductions, information and determinations; and

(c) it is aware that the Owner entered into the Contract relying upon the acknowledgements, warranties and deemed matters in this clause 7.2 and in clauses 7.7 and 7.8 and that the Owner would not have entered into the Contract but for those acknowledgements, warranties and matters,

and the Contractor will ensure that all Subcontractors similarly acknowledge that they have placed no reliance on the completeness, accuracy or adequacy of any Information Document.

7.3 Site Information

The Contractor acknowledges that it has:

(a) been allowed adequate access to the Site;

(b) been allowed to consult with the authors of the Information Documents;

(c) had sufficient time thoroughly to review the Information Documents; and

(d) been allowed to perform its own investigations of the Site and its surroundings.

7.4 Owner not liable

To the extent permitted by law, the Owner is not liable to the Contractor upon any Claim arising out of or in any way in connection with:

(a) any error in or omission from any Information Document;

(b) any use of or reliance upon any Information Document by the Contractor or by any other person;

(c) the Contractor encountering conditions at the Site or its surroundings which differ from:

(i) the conditions shown in or indicated by the Information Documents; or

(ii) the conditions which the Contractor assumed to exist; or

(d) any other fact, matter or thing arising out of or in any way in connection with the Information Documents.

7.5 Risk accepted by Contractor

Subject only to clause 7.10, the Contractor accepts:

(a) all risk arising out of its use of or reliance upon any Information Document; and

(b) the risk that the conditions at, on, under, over or in the vicinity of the Site or its surroundings may differ from:

(i) the conditions shown in or indicated by the Information Documents; or

(ii) the conditions which the Contractor assumed to exist.

7.6 Information Documents not part of Contract

The Information Documents do not form part of the Contract.

7.7 Contractor has informed itself

The Contractor warrants that it did (and it is deemed to have done) each of the following things before the Award Date:

(a) examined and carefully checked and acquired actual knowledge of the contents of the documents which constitute the Contract and other information made available by the Owner or on the Owner's behalf, to the Contractor for the purposes of

carrying out the Contractor's Activities or otherwise available on making reasonable enquiries;

(b) assessed the risks it is assuming under the Contract;

(c) ensured that the Contract Sum and, if applicable, the Guaranteed Construction Sum contains allowances to protect it against any of these risks eventuating;

(d) visited and inspected the Site and its surroundings;

(e) informed itself completely as to:

(i) conditions at the Site;

(ii) the risks, contingencies and other circumstances which might have an effect on the execution of the Contractor's Activities or the cost of executing Contractor's Activities;

(iii) the nature of the work and of the plant, equipment, materials and other items necessary for the execution of the Contractor's Activities and the means of access to and facilities and services at the Site and the means of transport, transport routes and facilities for deliveries to and from the Site;

(iv) the availability and cost of labour, plant, equipment, materials and other items required (including all relevant industrial conditions and all immigration and emigration procedures and requirements);

(v) the availability and cost of accommodation and messing facilities required;

(vi) all applicable law, taxes and insurance premiums (including compulsory insurance premiums);

(vii) all Statutory Requirements in relation to the Contractor's Activities; and

(viii) all measures necessary to protect the environment from any adverse effect or damage arising from the execution of the Contractor's Activities or the operation of the Works;

(f) satisfied itself as to the correctness and sufficiency of its price for the Contractor's Activities and that the Contract Sum covers the cost of complying with all of its obligations under the Contract including the rectification of any Defects, any risks eventuating in relation to the Works and all matters and things necessary for the due and proper performance and completion of its obligations under the Contract; and

(g) obtained all appropriate professional and technical advice with respect to the matters referred to in this subclause 7.7,

and any failure by the Contractor to have done any of those things will not relieve the Contractor of its obligation to perform and complete the Contractor's Activities in accordance with the Contract.

7.8 Contract Sum as maximum payable

(a) The Contractor acknowledges that the Contract Sum is the maximum amount which will be payable by the Owner to the Contractor for the performance of its obligations under the Contract, regardless of whether the Contractor's actual costs of performing the Contractor's Activities exceed the value of the Contract Sum.

(b) The Contractor acknowledges and warrants that:

(i) in agreeing to each component of the Contract Sum and, if applicable, a Guaranteed Construction Sum it did not place any reliance upon the completeness, accuracy or adequacy of the Cost Plan or any other information regarding the cost of the Works or the Contractor's Activities provided by the Owner prior to or after the Award Date;

(ii) it agreed to each component of the Contract Sum and, if applicable, a Guaranteed Construction Sum based on its own investigations, interpretations, deductions, information and determinations.

7.9 Notice of Latent Conditions

If the Contractor considers it has encountered or found a Latent Condition, it must immediately give the Owner's Representative notice in writing.

After receipt of a notice from the Contractor the Owner's Representative must within 15 Business Days of receipt of the Contractor's notice:

(a) determine whether a Latent Condition has been encountered or found; and

(b) notify the Contractor of its determination.

7.10 Contractor's entitlement

If the Owner's Representative determines that a Latent Condition has been encountered or found, the Contractor will be entitled to:

(a) an extension of time to any relevant Date for Completion where it is otherwise so entitled under clause 10.8; and

(b) any delay or disruption costs to which it is entitled under clause 10.11.

To the extent permitted by law, the Contractor's entitlement under this clause 7.10 will be its only right to make a Claim arising out of, or in any way in connection with, the Latent Condition.

7.11 Site access

The Owner:

(a) is not obliged to:

(i) provide the Contractor with exclusive access to the Site; or

(ii) carry out any work or provide any facilities to the Contractor (other than as stated in the Contract) which may be necessary to enable the Contractor to obtain adequate access to carry out the Contractor's Activities;

(b) may engage Other Contractors to work upon or in the vicinity of the Site at the same time as the Contractor; and

(c) must use reasonable endeavours to ensure that any Other Contractors comply with the reasonable requirements of the Contractor as to matters concerning industrial relations, site safety, noise levels, insurance and hours of working.

7.12 Contractor's obligation to provide access

In carrying out the Contractor's Activities, the Contractor must:

(a) comply with the document entitled "Delivery Phase Management Plan" at Annexure I;

(b) minimise disruption or inconvenience to:

(i) the Owner, occupiers, tenants and potential tenants of the Site in their occupation or use of, or attendance upon, any part of the Site, including any occupation or use of a part of the Works or a Separable Portion under clause 13.6; and

(ii) others having a right of access to the Site;

(c) at all reasonable times give the Owner's Representative, the Owner and any person authorised by either the Owner's Representative or the Owner access to the Works, the Site or any areas off-Site where Contractor's Activities are being carried out;

(d) provide the Owner and the Owner's Representative with every reasonable facility necessary for the supervision, examination and testing of the Contractor's Activities.

The Contractor acknowledges and agrees that its obligations under this clause 7.12 form part of the Contractor's Activities and that it is not entitled to make any Claim in relation to the performance of these obligations.

7.13 Extra land required by the Contractor

The Contract Particulars set out the details of any area of land, in addition to the Site, which the Owner has procured to enable the Contractor to carry out the Contractor's Activities.

The Contractor must:

(a) comply with all conditions attaching to any agreement by a person having an interest in the areas of land referred to in the Contract Particulars;

(b) procure for itself the occupation or use of or relevant rights over any land in addition to the Site or those other areas of land referred to in the Contract Particulars, which the Contractor may require for carrying out the Contractor's Activities or otherwise for the purposes of the Contract;

(c) indemnify the Owner against any claim against the Owner by the owner or occupier of, or any other persons having an interest in, any land referred to in paragraph (b); and

(d) as a condition precedent to Completion of the Works, or any Separable Portion specified in the Contract Particulars, provide the Owner's Representative with an executed release on terms satisfactory to the Owner from all claims from the owner or occupier of, and any other persons having an interest in, all land referred to in paragraph (b).

8. Construction

8.1 Description of Works

The Contractor must construct the Works in accordance with:

(a) all Owner's Design Documents;

(b) all Approvals;

(c) any Design Documentation prepared by the Contractor in accordance with the requirements of the Contract, and which the Contractor is entitled to use for construction purposes under clause 6.3;

(d) any Direction of the Owner's Representative given or purported to be given under a provision of the Contract, including any Contract Variation directed by the Owner's Representative by a document titled "Contract Variation Order"; and

(e) the other requirements of the Contract.

8.2 All Work included

The Contractor has allowed in the Management Fee for the provision of all Plant, Equipment and Work and all necessary resources to fulfil its obligations under the Contract.

Any such Plant, Equipment and Work and other resources:

(a) must be undertaken and provided by the Contractor; and

(b) form part of the Contractor's Activities and will not entitle the Contractor to make a Claim except as otherwise provided for in the Contract.

8.3 Statutory Requirements

The Contract Particulars describe the Approvals which exist at the Award Date or which the Owner will obtain after the Award Date.

In carrying out the Contractor's Activities, the Contractor must:

(a) unless otherwise specified in the Contract Particulars, comply with all applicable Statutory Requirements;

(b) without limiting paragraph (a):

(i) apply for and obtain all Approvals other than those referred to in the Contract Particulars; and

(ii) give all notices and pay all fees and other amounts which it is required to pay in respect of the carrying out of its Contract obligations;

(c) promptly give the Owner's Representative copies of all documents (including Approvals and other notices) that any Authority having jurisdiction over the Works or the carrying out of the Contractor's Activities issue to the Contractor;

(d) at all times conform and comply with all NSW Government Policies; and

(e) without limiting paragraph (a), prior to the commencement of the Works, pay to the Building and Construction Industry Long Service Corporation or the Corporation's agent the amount of the long service levy payable under the *Building and Construction Industry Long Service Payments Act 1986* (NSW) in respect of the Works and give the Owner documentary evidence of such payment. The amount of the long service levy payable will be added to the Management Fee and payable by the Owner in accordance with clause 12.

8.4 Change in Statutory Requirements or variance with Contract

If there is any change in a Statutory Requirement after the Award Date:

(a) the party discovering this must promptly notify the other;

(b) the Owner's Representative will instruct the Contractor as to how it is to proceed with the Contractor's Activities insofar as they are affected by the change;

(c) if the change could not have been reasonably anticipated by a competent contractor the Management Fee and, if there is an Accepted GCS Offer, the Guaranteed Construction Sum, will be:

(i) increased by any extra costs reasonably incurred by the Contractor; or

(ii) decreased by any saving made by the Contractor,

in carrying out the Contractor's Activities after the giving of the notice under paragraph (a) and arising directly from the change or variance (as the case may be) or the Owner's Representative's instruction, in either case as determined by the Owner's Representative; and

(d) the Contractor will be entitled to an extension of time to any relevant Date for Completion where it is otherwise so entitled under clause 10.8.

8.5 Restrictions on subcontracting Construction Work

(a) Construction Work must, unless otherwise agreed by the Owner's Representative in writing, be performed under Approved Subcontract Agreements which will be made between the Contractor and Subcontractors in accordance with the procedure in this clause 8.

(b) The Contractor must not include any of the work which forms part of the Design Services or the Delivery Services in the scope of any part of the Construction Work.

(c) The Contractor must ensure that all Subcontract Tender Documentation is prepared and all tender processes for Construction Work are conducted:

(i) on terms which achieve value for money outcomes for the Owner;

(ii) with the highest standards of probity, fairness and equal opportunity;

(iii) in accordance with the requirements of the NSW Government Procurement Policy;

(iv) in accordance with the Tendering Probity Plan; and

(v) in accordance with all Statutory Requirements.

(d) The Contractor must:

(i) within 15 Business Days of the Award Date, recommend to the Owner's Representative the subcontractors which, in the Contractor's opinion, are suitable for inclusion in the tender list for each trade package proposed to form part of the Construction Work (which must, in relation to any piling work, list the subcontractors referred to in clause 8.5(f)); and

(ii) subsequently finalise the tender list in consultation with the Owner's Representative who may (in the Owner's Representative's absolute discretion, without the necessity to give reasons) remove or add any person from or to the tender list subject to the Contractor not making a reasonable objection to any person which the Owner's Representative may remove from or add to the tender list.

(e) If, at any time during the Contractor’s Activities:

(i) the Owner requests the Contractor to amend or update the Approved Subcontract Tender List to remove or include a subcontractor named on the Approved Subcontract Tender List then the Contractor must promptly do so and provide a copy of the updated Approved Subcontract Tender List to the Owner; or

(ii) the Contractor wishes to amend or update the Approved Subcontract Tender List to remove or include a subcontractor named on the Approved Subcontract Tender List then the Contractor must:

A. specify the reasons why such updating or amendment is required; and

B. submit the updated Approved Subcontract Tender List to the Owner for approval which, if approved by the Owner, will become the Approved Subcontract Tender List.

(f) Unless otherwise approved by the Owner, the Approved Subcontract Tender List in relation to any piling work will be limited to the subcontractors specified in the Contract Particulars.

8.5A Subcontract Proposal

The Contractor must:

(a) advise the Owner and the Owner's Representative on (and obtain the consent of the Owner's Representative to) how the Construction Work should be divided into packages for the purposes of facilitating the calling of tenders for subcontractors in order to achieve Completion of each Separable Portion by the relevant Date for Completion; and

(b) before inviting tenders for the performance of any part of the Construction Work by Subcontractors, and in sufficient advanced time to ensure the Contractor's Activities in order to achieve Completion of each Separable Portion by the relevant Date for Completion, issue a document titled "Subcontract Proposal" to the Owner's Representative for its review which will set out particulars of:

(i) the part of the Construction Work to be the subject of the tender;

(ii) a tender price comparison sheet to be completed by the Contractor upon receipt of tenders, listing the scope of work in sufficient detail to assess the tender prices;

(iii) the Owner's Design Documents to be the subject of the tender;

(iv) the amount included for this work in the Cost Plan;

(v) the proposed tender list for the work which shall include, unless otherwise agreed with the Owner, those Subcontractors listed in the Approved Subcontract Tender List;

(vi) the method of delivery for the work;

(vii) if the Contractor proposes to enter into a subcontract with conditions of subcontract different to those contained in Exhibit 1, details of the proposed conditions of subcontract or the changes from the terms contained in Exhibit 1;

(viii) the warranties being requested;

(ix) the proposed date for calling of tenders and for tender responses; and

(x) the proposed Subcontract Tender Documentation.

The Owner, in its sole and absolute discretion, may give a Direction to the Contactor related to its Subcontract Proposal for incorporation into the Subcontract Tender Documentation.

The Owner's Representative is not bound to review or comment on the Subcontract Proposal to check for errors, omissions or compliance with the Contract. The Owner's Representative's receipt or review of, or comment on or direction in respect of the Subcontract Proposal or any other document provided by the Contractor shall not relieve the Contractor from its responsibilities under the Contract.

8.5B Subcontract Tender Documentation

(a) The Contractor must not commence tendering for the Construction Work the subject of the tender until the earlier of:

(i) the Contractor amending the Subcontract Tender Documentation as directed by the Owner's Representative under clause 8.5A; and

(ii) 5 Business Days after the Owner receives the Subcontract Proposal from the Contractor.

(b) The Contractor must not make any amendments to the Subcontract Tender Documentation contained in the Subcontract Proposal other than as directed by the Owner under clause 8.5A or as otherwise approved by the Owner.

(c) If directed by the Owner's Representative, the Contractor must issue addenda to the Subcontract Tender Documentation to tenderers as required by the Owner's Representative.

8.5C Tendering

The Contractor must:

(a) call tenders:

(i) from either:

A. at least 3 subcontractors named in the Approved Subcontractor Tender List relevant to the Construction Works the subject of the tender; or

B. with the Owner's prior written approval, any subcontractors by means of a public tender;

(ii) in sufficient time to avoid delays or disruption to the progress of the Works;

(b) ensure each tenderer submits a fully priced and extended bill of quantities:

(i) for the purposes of tender assessment and the valuation of payment and variation claims under the subcontract;

(ii) which must include any necessary amendments proposed by the tenderer to reflect the full scope of the Construction Work relevant to the tender, correcting any errors or omissions in the bills of quantities; and

(iii) which totals to the lump sum tender price;

(c) ensure that tenders from tenderers are lodged in a secure manner at a location to be notified by the Contractor and as advised to the Owner's Representative;

(d) if required by the Owner, arrange for the Owner’s Representative and the Contractor’s Representative to be present at and conduct the opening of the tender box; and

(e) promptly provide a copy of each tender to the Owner's Representative.

8.5D Consideration of Tenders

The Contractor must:

(a) examine, analyse and critically evaluate all tenders received and:

(i) not recommend any tender which does not materially conform with the Subcontract Tender Documentation unless otherwise directed by the Owner's Representative;

(ii) recommend to the Owner's Representative which tenderer, if any, represents value for money and should be accepted by the Contractor (which recommendation will be deemed to include a warranty by the Contractor that the recommended tenderer has the necessary suitability, reliability, expertise and financial standing to execute the work being subcontracted, that the Contractor knows of no reason why that tenderer's tender should not be accepted and that the tenderer's tender will provide value for money for the Owner); and

(iii) prepare and retain a detailed written record of the evaluation process undertaken, the basis upon which the tender recommended under clause 8.5D(a)(ii) was selected and each step in the selection process; and

(b) submit together with any such recommendation:

(i) a completed price comparison sheet (as specified under clause 8.5A(b)(ii)) detailing the Contractor's assessment of tenders against the scope of work and other relevant commercial criteria including the level of work commitments and the successful tenderer’s ability to meet the Construction Program, confirmation of the tenderer's acceptance of the subcontract conditions and applicable insurance coverage;

(ii) the Construction Work to be performed by the recommended tenderer;

(iii) the time for commencement and completion of that work and confirmation that these times are in accordance with the then current Construction Program;

(iv) the proposed subcontract price (including any amount allowed for contingency) and the amounts tendered by other tenderers;

(v) any proposed amendments to the conditions of subcontract contained in the Subcontract Tender Documentation issued to the Owner's Representative under clause 8.5A;

(vi) the proposed tenderer's contact details;

(vii) if any Statutory Requirement requires that a person be registered or licensed to carry out the relevant Construction Work, evidence to the satisfaction of the Owner’s Representative that the recommended tenderer is so registered or licensed; and

(viii) any other details which may be required by the Owner's Representative.

8.5E Post Tender Negotiations

If required by the Owner's Representative, the Contractor must conduct post-tender negotiations with the tenderers, which must, if the Owner's Representative so requires, be held in the presence of the Owner's Representative.

8.5F Subcontracts

The Owner's Representative will consider the recommended tenderer and (in its absolute discretion) approve or disapprove the Contractor's recommendation. If the Owner's Representative approves the Contractor's recommended tenderer, the Contractor must:

(a) promptly enter into an agreement with the approved tenderer on the basis of:

(i) the subcontract agreement contained in the Subcontract Proposal and amended in accordance with the Owner's directions under clause 8.5A, with only such further amendments as the Owner's Representative may have approved in writing;

(ii) it having ensured that the subcontract agreement is consistent with the Subcontract Tender Documentation and this Contract and contains all necessary provisions required by it; and

(iii) the subcontract price approved by the Owner's Representative; and

(b) provide the Owner's Representative with a copy of the executed Approved Subcontract Agreement including the Owner's Design Documents and any Design Documentation relevant to that agreement.

Without limiting clause 8.5F(a)(i), the Contractor must ensure that each subcontract contains provisions:

(c) which bind the subcontractor to participate in any novation required by the Owner under clause 14.11, and

(d) as otherwise required by this Contract.

8.5G Procedure on Disapproval

If the Owner's Representative disapproves the Contractor's recommended tenderer and the Owner's Representative directs the Contractor to accept the tender of another tenderer, the Contractor must:

(a) promptly enter into an agreement with the approved tenderer on the basis of:

(i) the subcontract agreement contained in the Subcontract Proposal and amended in accordance with the Owner's directions under clause 8.5A, with only such further amendments as the Owner's Representative may have approved in writing;

(ii) it having ensured that the subcontract agreement is consistent with the Subcontract Tender Documentation and this Contract and contains all necessary provisions required by it; and

(iii) the subcontract price approved by the Owner's Representative; and

(b) provide the Owner's Representative with a copy of the executed Approved Subcontract Agreement including the Owner's Design Documents and any Design Documentation relevant to that agreement.

8.5H Co-ordination of Subcontractors

The Contractor must:

(a) comply with its obligations under and enforce the terms of any Approved Subcontract Agreement to which it is a party;

(b) administer, supervise, inspect, co-ordinate and control the work of all Subcontractors engaged by it;

(c) provide and direct all necessary Personnel to administer, supervise, inspect, co-ordinate and control the Approved Subcontract Agreements and all Subcontractors engaged by it;

(d) establish and implement, in consultation with and for approval by the Owner's Representative, a set of project administration systems and procedures to ensure proper administration of the Approved Subcontract Agreements and control of costs against the Owner's Approved Budget, including proper administration of requests for information, variations under the Approved Subcontract Agreements and any other matters required to properly administer the Approved Subcontract Agreements;

(e) appoint a duly qualified person to exercise the functions of the Contractor's representative under the Approved Subcontract Agreements and otherwise ensure the Approved Subcontract Agreements are administered in accordance with:

(i) the terms of the Approved Subcontract Agreements; and

(ii) the directions of the Owner's Representative;

(f) at all times co-ordinate the construction of the Works and ensure execution and completion of the work under the Approved Subcontract Agreements in a proper and workmanlike manner according to:

(i) the Owner's Design Documents and the Design Documentation which the Contractor is entitled to use for construction purposes under clause 6.3; and

(ii) the obligations of the respective Subcontractors;

(g) without limiting clause 12.16, not later than 5 Business Days from the start of each calendar month, provide to the Owner’s Representative:

(i) a statutory declaration, signed by an authorised officer of the Contractor, confirming that all amounts payable under the Approved Subcontract Agreements to which it is a party which fell due for payment in the month immediately preceding have been paid or otherwise discharged by the Contractor except for those amounts genuinely in dispute; and

(ii) details of each formal dispute with a Subcontractor arising in connection with the Construction Works;

(h) not without the Owner’s Representative's prior written consent, compromise or waive any claim it may have against a Subcontractor, where it may impact the rights of the Owner or the ability of the Contractor to satisfy its obligations under the Contract; and

(i) ensure that no Subcontractor in connection with the Contractor's Activities or the Construction Works is engaged by it (either directly or indirectly) without the relevant Subcontractor:

(i) having taken out workers' compensation insurance; and

(ii) being insured for public liability insurance, as required under clause 5, to the extent, and for insured amounts, applicable to the relevant activities or the Construction Works, to be performed by it.

8.5J Subcontractor's Compliance with Statutory Requirements

The Contractor must ensure that all Subcontractors comply with all Statutory Requirements.

8.5K Responsibility for Subcontractors

(a) The Contractor will:

(i) not be relieved from any of its liabilities or obligations under the Contract; and

(ii) remain responsible for all Subcontractors and for all work which is or may be subcontracted as if it was itself executing the work, whether or not any Subcontractors default or otherwise fail to observe or comply with the requirements of the relevant subcontract,

despite:

(iii) subcontracting any part of the Construction Work;

(iv) any comments upon, consent to or review, approval or disapproval of:

A. a Subcontract Proposal or any Subcontract Tender Documentation under clauses 8.5A or 8.5B; or

B. a tenderer recommended by the Contractor under clause 8.5D(ii),

by the Owner or the Owner's Representative;

(v) the Owner listing the persons from whom tenders are to be obtained from the Approved Subcontract Tender List (including pursuant to clause 8.5(f));

(vi) any Direction by the Owner's Representative under clause 8.5G to accept the tender of a tenderer other than that recommended by the Contractor;

(vii) being required to accept a novation of the agreements between the Owner and the Selected Subcontractors under clause 8.5P; or

(viii) any other act or omission of the Owner or the Owner's Representative in connection with the subcontracting of any part of the Construction Work.

(b) If the Contractor terminates an Approved Subcontract Agreement, the Contractor must:

(i) promptly notify the Owner’s Representative of the termination;

(ii) engage a replacement Subcontractor, in accordance with this clause 8 to complete the Construction Work the subject of the terminated Approved Subcontract Agreement;

(iii) ensure the Construction Work affected by the termination is completed on time in accordance with the Construction Program, notwithstanding any potential disruptive effects of the termination; and

(iv) bear the costs of retendering the relevant Construction Work which was the subject of the termination.

(c) Subject to clauses 8.5K(d) and (e), any increase in the subcontract price that is above the subcontract price specified in clauses 8.5F(a)(iii) or 8.5G(a)(iii) (as applicable) and is reasonably incurred by the Contractor as a result of engaging a replacement Subcontractor under clause 8.5K(b)(ii) will form part of the Actual Construction Sum.

(d) The Contractor's entitlement to recover its extra costs under clause 8.5K(c) will be reduced to the extent that:

(i) the Contractor failed to take all reasonable and practicable steps to mitigate the extra costs incurred by it as a result of the termination and having to engage the replacement Subcontractor; or

(ii) the breach of contract or other wrongful act or omission of the Contractor resulted in the termination of the Approved Subcontract Agreement.

(e) The Contractor must provide the Owner with supporting documentation, to the reasonable satisfaction of the Owner, to enable the Owner to verify the amount claimed by the Contractor pursuant to clause 8.5K(c).

8.5M Construction Work by Contractor or Related Body Corporate

The Contractor or a Related Body Corporate of the Contractor may not itself carry out any part of the Construction Work unless:

(a) the express written approval of the Owner's Representative is obtained; and

(b) the Contractor and the Owner's Representative agree in writing upon a fixed price (or other agreed basis for payment) for the work prior to the Contractor or the Related Body Corporate of the Contractor commencing the work.

8.5N Tendering Ethics

The Contractor must use its best endeavours to ensure that:

(a) none of the tenderers for any of the Construction Work has any arrangement or arrives at any understanding with any of the other tenderers or with any employee of an association of which any of the tenderers is a member about the work the subject of tender; and

(b) without limitation, no tenderer engages in:

(i) any discussion or correspondence with any such persons concerning the sum of money it is going to tender as its tender sum; or

(ii) any collusive tendering with any of the other tenderers or any conduct or any arrangement or arrives at any understanding with any of the other tenderers which in any way could have the effect of reducing the competitiveness of the tender process for the work and increasing the price,

(as the case may be).

8.5O Tendering Probity

The Contractor must:

(a) prepare a tendering probity plan detailing the probity requirements that the Contractor will apply to the tender processes for the Construction Work (**Tender Probity Plan**) in accordance with clause 9.1A and Annexure S;

(b) carry out the tender processes for Construction Work:

(i) so as to ensure the probity and competitiveness of the tender process; and

(ii) in accordance with the Tendering Probity Plan and Annexure S;

(c) prepare a monthly probity report which either:

(i) confirms that to the best knowledge of the Contractor, having made all reasonable enquiries:

A. the tenderer has carried out the tender processes for Construction Work in accordance with the Tendering Probity Plan; and

B. the Contractor is not aware of any fact, matter, circumstance or thing concerning, arising out of or in any way in connection with the tender process which might adversely affect, or create the perception of adversely affecting, the probity or competitiveness of the tender process (other than those which the Owner has been previously notified of); or

(ii) if there are any circumstances which preclude the Contractor from confirming (without qualification) those matters, confirms those matters to the extent possible, and provides full details of the circumstances which preclude it from confirming those matters (without qualification); and

(d) comply with any Direction by the Owner's Representative concerning the probity and competitiveness of the tender processes for Construction Work.

At any time before the Owner’s Representative issues the final Notice of Completion, the Owner, in its sole and absolute discretion, may undertake an audit in respect of the Contractor’s compliance with this clause 8, and the Contractor shall comply in all respects with any request for information or for access to any documents which the Owner may make.

The Contractor will not be relieved from compliance with any of its Contract obligations or from any of its liabilities whether under the Contract or otherwise according to law as a result of any Direction of the Owner's Representative concerning the probity and competitiveness of the tender process for Construction Work.

8.5P Novation of Selected Subcontractors

The Contractor agrees that it will accept a novation of the agreements between the Owner and the Selected Subcontractors on a date nominated by the Owner’s Representative and must:

(a) execute a Subcontractor Deed of Novation (completed with all relevant particulars) for each Selected Subcontractor;

(b) deliver those deeds to the Owner on the date nominated by the Owner's Representative; and

(c) thereafter have the Selected Subcontractors carry out the relevant work or provide the equipment or materials.

8.6 Subcontractor warranties

The Contractor must, as a condition precedent to Completion of the Works or any Separable Portion specified in the Contract Particulars, procure and provide the Owner with those warranties described in the Contract Particulars:

(a) from the relevant Subcontractor undertaking or supplying the work or item the subject of the warranty;

(b) in favour of, and directly enforceable by, the Owner against the relevant Subcontractor; and

(c) on the terms prescribed in Annexure F or, if the Contractor cannot obtain a warranty on those terms after using its best endeavours to do so, on the best available terms obtainable from the relevant Subcontractor.

No warranty from a Subcontractor will be construed in any way to modify or limit any of the rights, powers or remedies of the Owner against the Contractor whether under the Contract or otherwise.

If the Contractor is unable to or fails for any reason to provide any warranty from a Subcontractor required by this Contract:

(d) the Contractor is deemed to have provided the Subcontractor warranty itself on like terms;

(e) the Owner will be entitled to elect to take an assignment of all the right, title and interest in the Contractor's rights against the Subcontractor in relation to the Contractor's Activities; and

(f) for the purpose of paragraph (e), the Contractor irrevocably appoints the Owner as its lawful attorney to execute any instrument necessary to give effect to the assignment.

No assignment under this clause 8.6 will be construed in any way to modify or limit any of the rights, powers or remedies of against the Contractor whether under the Contract or otherwise.

8.7 Co-operation with Other Contractors

(a) The Owner may retain Other Contractors on tasks relating to the Works or the Site.

(b) The Contractor must:

(i) permit Other Contractors to carry out their work;

(ii) fully co-operate with Other Contractors;

(iii) carefully co-ordinate and interface the Contractor's Activities with the work carried out or to be carried out by Other Contractors; and

(iv) carry out the Contractor's Activities (including the Construction Work) so as to avoid interfering with, disrupting or delaying the work of Other Contractors.

(c) The Contractor acknowledges and agrees that its obligations under this clause 8.7 form part of the Contractor's Activities to be provided under this Contract and that the Contractor is not entitled to make any Claim in relation to the carrying out of these obligations.

(d) The Contractor must provide reasonable site facilities for Subcontractors and Other Contractors including lunch rooms, showers, toilets and cleaning thereof and all other items required by the Contract.

(e) The Contractor must provide a site office for the Owner's Representative including 2 desks, air conditioning, telephone, and other items required by the Contract.

8.8 Setting out

The Contractor must:

(a) set out the Works in accordance with the requirements of the Contract; and

(b) carry out any survey which may be necessary for this purpose.

8.9 Survey

The Contractor must, as a condition precedent to Completion of the Works or of any Separable Portion specified in the Contract Particulars, submit to the Owner's Representative a certificate signed by a licensed surveyor stating that:

(a) the whole of the Works or the Separable Portion are within any particular boundaries stipulated in the Contract except only for parts of the Works or Separable Portion specifically required by the Contract to be outside those boundaries; and

(b) where so required by Approvals, the Owner's Design Documents, the Design Documentation or the Owner's Project Requirements, structural elements of the Works or the Separable Portion are within the tolerances specified.

8.10 Safety

The Contractor must carry out the Contractor's Activities safely and so as to protect persons and property.

If the Owner's Representative reasonably considers there is a risk of injury to people or damage to property arising from the Contractor's Activities, the Owner's Representative may direct the Contractor to change its manner of working or to cease working.

8.11 Safety audits

The Owner may at any time request that an auditor appointed by the Owner carry out an audit of the Contractor's compliance with its safety obligations under this Contract and the parties agree that:

(a) the Contractor must provide all documents, access and assistance necessary for the completion of any such audit;

(b) if any non-conformance is detected, the Contractor will immediately take steps to rectify the non-conformance; and

(c) the costs of engaging the auditor will be borne by the Owner and any costs which the Contractor incurs in complying with this clause will be borne by the Contractor.

8.12 Plant, Equipment and Work

The Contractor must not remove from the Site any Plant, Equipment and Work without the Owner's Representative's prior written approval except for the purpose of achieving Completion as contemplated under clause 8.13(c).

8.13 Cleaning up

In carrying out the Contractor's Activities, the Contractor must:

(a) keep the Site and the Works clean and tidy and free of refuse;

(b) comply with the requirements of section 6.4 of the Contract Preliminaries; and

(c) as a condition precedent to Completion of the Works or a Separable Portion, remove all rubbish, materials and Plant, Equipment and Work from the part of the Site relevant to the Works or the Separable Portion.

8.14 The environment

The Contractor must:

(a) ensure that in carrying out the Contractor's Activities:

(i) it complies with all Statutory Requirements and other requirements of the Contract for the protection of the environment;

(ii) it complies with the requirements of section 7 (Environmental Protection) of the Contract Preliminaries;

(iii) it does not pollute, contaminate or otherwise damage the environment; and

(iv) all Subcontractors comply with the requirements referred to in this clause 8.14; and

(b) make good any pollution, contamination or damage to the environment arising out of, or in any way in connection with, the Contractor's Activities, whether or not it has complied with all Statutory Requirements or other requirements of the Contract for the protection of the environment.

The Contractor shall be liable for and indemnifies the Owner against all claims against, or any loss suffered or incurred by, the Owner arising out of or in connection with:

(c) any breach by the Contractor of this clause 8.14; or

(d) the discharge, release or emission of any hazardous material, smell or noise into the environment.

If the Contractor fails to comply with any of its environmental obligations under the Contract, the Owner may take whatever action is necessary to remedy such failure and if it does so any loss suffered or incurred by the Owner in taking such action will be a debt due by the Contractor to the Owner.

8.15 Urgent protection

The Owner may take any action necessary to protect the Works, other property, the environment or people which the Contractor must take but does not take.

Any costs, expenses and damages suffered or incurred by the Owner in taking such action will be a debt due from the Contractor to the Owner.

8.16 Objects found on Site

Any things of value, archaeological, special or law enforcement interest found on or in the Site will, as between the parties, be the property of the Owner.

Where such an item is found the Contractor must:

(a) immediately notify the Owner's Representative;

(b) protect it and not disturb it further; and

(c) comply with any instructions of the Owner's Representative in relation to the item.

8.17 The Owner may act

The Owner may, either itself or by a third party, carry out an obligation under the Contract which the Contractor was obliged to carry out but which it failed to carry out within the time required in accordance with the Contract.

The costs, expenses and damages suffered or incurred by the Owner in so carrying out such a Contract obligation will be a debt due from the Contractor to the Owner.

8.18 Working hours

Unless otherwise agreed between the Contractor and the Owner's Representative, the hours of work applicable to the Contractor's Activities to be carried out on Site are those set out in the Contract Particulars.

8.19 Work Health and Safety

In this clause 8.19:

(a) "**WHS Legislation**" means legislation relating to health and safety at work including:

(i) the *Work Health and Safety Act 2011* (NSW); and

(ii) the *Work Health and Safety Regulation 2011* (NSW);

(b) "**WHS Management Plan**" means the work health and safety plan prepared by the Contractor under paragraph (g), which must:

(i) set out in adequate detail the procedures the Contractor will implement to manage the Contractor's Activities from a work health and safety perspective;

(ii) describe how the Contractor proposes to ensure the Contractor's Activities are performed consistently with WHS Legislation; and

(iii) comply with the specific requirements of Part 6.4 of the Work Health and Safety Regulation 2011 (NSW) in relation to the matters that a WHS management plan must include; and

(c) the terms 'construction work', 'construction project', 'principal contractor' and 'workplace' have the same meanings assigned to those terms under the WHS Legislation. For the purposes of the WHS Legislation and the Contract, the Contractor's Activities and any work to be undertaken by an Other Contractor (**Other Contractor Work**) are taken to be part of the same 'construction project'.

(d) Without limiting the Contractor's obligations under any other provision of this Contract, to the extent the Contractor's Activities or any Other Contractor Work includes construction work, the Owner:

(i) engages the Contractor as principal contractor for the Contractor's Activities and the Other Contractor Work; and

(ii) authorises the Contractor to have management and control of each workplace at which the Contractor's Activities and the Other Contractor Work are to be carried out and to discharge the duties of a principal contractor under the WHS Legislation.

(e) The Contractor accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor by the WHS Legislation.

(f) The Contractor's engagement and authorisation as principal contractor will continue:

(i) until the Date of Completion of the Works (or the Date of Completion of each Separable Portion, as applicable); and

(ii) while ever any rectification work that is "construction work" (as that term is defined under the WHS Legislation) is carried out during the Defects Liability Period,

unless sooner revoked by the Owner, including by terminating the Contract pursuant to any provision of the Contract or according to law.

(g) As a condition precedent to the Owner's obligation under the Contract to provide the Contractor with access to the Site, the Contractor must prepare and submit a WHS Management Plan to the Owner's Representative for approval (such approval not to be unreasonably withheld) in accordance with section 2 (Work Health & Safety Management) of the Contract Preliminaries.

(h) No comment upon nor any review, acceptance or approval of the WHS Management Plan by the Owner's Representative will affect any warranty or guarantee given by the Contractor or relieve the Contractor of any of its liabilities or obligations under the Contract.

(i) Without limiting its obligations, the Contractor must:

(i) comply, and must ensure that its Subcontractors and any other person engaged by the Contractor for the purposes of this Contract comply, with the WHS Legislation (including its obligation under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter);

(ii) if requested by the Owner's Representative or required by WHS Legislation, demonstrate compliance with the WHS Legislation, including providing evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety matters;

(iii) notify the Owner's Representative immediately (and in any event within 12 hours of such matter arising) of all work health, safety and rehabilitation matters arising out of, or in any way in connection with, the Contractor's Activities;

(iv) insofar as the Contractor, in carrying out the Contractor's Activities is under any duty imposed by the WHS Legislation, do everything necessary to comply with any such duty; and

(v) ensure that it does not do anything or fail to do anything that would cause the Owner to be in breach of the WHS Legislation.

(j) The Owner shall procure that each of its Other Contractors that undertake Other Contractor Work executes a deed poll in favour of the Contractor as principal contractor and the Owner in the form set out in Annexure N.

(k) To the extent not prohibited by law, the Contractor indemnifies the Owner against any claims against, or loss suffered or incurred by, the Owner arising out of or in connection with the failure of the Contractor to discharge the duties imposed on a principal contractor under the WHS Legislation or otherwise comply with this clause 8.19.

(l) The Contractor shall comply with all reasonable requests of the Owner's Representative in relation to work, health and safety matters, including those requirements described in section 2 (Work Health & Safety Management) of the Contract Preliminaries.

8.20 Site Meetings

The Contractor shall convene, conduct, and ensure that all relevant Subcontractors attend, such site meetings as the Owner from time to time (having given the Contractor reasonable notice) requires. The Contractor acknowledges that the Owner's consultants and agents may attend any such meetings.

9. Quality

9.1 Construction

The Contractor must in carrying out the Contractor's Activities:

(a) use workmanship:

(i) of:

A. the standard prescribed in the Contract, including any standards specified in section 4 (Quality Management and Materials and Workmanship) of the Contract Preliminaries; or

B. to the extent it is not so prescribed, a standard consistent with the best industry standards for work of a nature similar to the Works; and

(ii) which is fit for its purpose;

(b) use materials:

(i) which:

A. comply with the requirements of the Contract, including those specified in section 4 (Quality Management and Materials and Workmanship) of the Contract Preliminaries; or

B. if not fully described in the Contract, are new and consistent with the best industry standards for work of a nature similar to the Works; and

(ii) of merchantable quality, which are fit for their purpose and consistent with the nature and character of the Works; and

(c) comply with the requirements of the Contract and, to the extent they are not inconsistent, the requirements of the Building Code of Australia and all relevant standards of Standards Australia.

9.1A Project Plans

(a) The Contractor must carry out the Contractor's Activities in accordance with, and otherwise implement, the Project Plans.

(b) For the purposes of clause 9.1A(a), the Contractor must:

(i) prepare draft Project Plans in accordance with the requirements of the Contract and submit them to the Owner's Representative no later than the number of days set out in the Contract Particulars after the Award Date;

(ii) not commence any of the Contractor's Activities to which any Project Plan applies, unless the Owner's Representative has had 10 Business Days to review the draft Project Plans and has not rejected them;

(iii) if any draft Project Plan is rejected and the Owner's Representative provides reasons for the rejection, submit an amended draft of the Project Plan to the Owner's Representative which addresses those reasons;

(iv) in any event, finalise each Project Plan in accordance with the requirements of the Contract and to the satisfaction of the Owner's Representative, so as to ensure that there is no delay or disruption to the Contractor's Activities;

(v) after the Project Plans have been finalised, continue to correct any defects in or omissions from a Project Plan (whether identified by the Owner's Representative or the Contractor) and submit an amended draft of the Project Plan to the Owner's Representative, after which clauses 9.1A(i) to (iv), inclusive, will apply (to the extent applicable); and

(vi) document and maintain detailed records of inspections or audits undertaken as part of any Project Plan.

(c) The Contractor will not be relieved from compliance with any of its Contract obligations or from any of its liabilities whether under the Contract or otherwise according to law as a result of:

(i) the implementation of, and compliance with, the requirements of any Project Plan;

(ii) any Direction by the Owner's Representative concerning a Project Plan or the Contractor's compliance or non-compliance with a Project Plan;

(iii) any audit or other monitoring by the Owner's Representative of the Contractor's compliance with a Project Plan; or

(iv) any failure by the Owner's Representative, or anyone else acting on behalf of the Owner, to detect any defect in or omission from a Project Plan including where any such failure arises from any negligence on the part of the Owner's Representative or other person.

9.2 Quality management

The Contractor:

(a) must implement the quality management system specified in the Contract Particulars;

(b) must allow the Owner's Representative access to the quality management system of the Contractor and its subcontractors so as to enable monitoring and quality auditing; and

(c) will not be relieved from compliance with any of its Contract obligations or from any of its liabilities whether under the Contract or otherwise according to law as a result of:

(i) the implementation of, and compliance with, the quality management requirements of the Contract;

(ii) any Direction by the Owner's Representative concerning the Contractor's quality management system or its compliance or non-compliance with that system;

(iii) any audit or other monitoring by the Owner's Representative of the Contractor's compliance with the quality management system; or

(iv) any failure by the Owner's Representative, or anyone else acting on behalf of the Owner, to detect any Defect including where any such failure arises from any negligence on the part of the Owner's Representative or other person.

9.3 Owner's Representative's right to inspect

The Owner's Representative may at any time inspect the Contractor's Activities.

The Contractor acknowledges that:

(a) the Owner's Representative owes no duty to the Contractor to:

(i) inspect the Contractor's Activities; or

(ii) review the construction of the Works for errors, omissions or compliance with the requirements of this Contract if it does so inspect; and

(b) no inspection of the Contractor's Activities or review of the construction of the Works by the Owner's Representative will in any way lessen or otherwise affect:

(i) the Contractor's obligations whether under this Contract or otherwise according to law; or

(ii) the Owner's rights against the Contractor whether under this Contract or otherwise according to law.

9.4 Audit and Testing

(a) The Contractor must carry out all tests required by the Contract or directed by the Owner's Representative.

(b) All tests are to be carried out in accordance with any procedure:

(i) set out in the Contract which may apply to the tests; or

(ii) no procedure exists, as reasonably directed by the Owner's Representative.

(c) The Owner may at any time request that an auditor appointed by the Owner carry out an audit of the Contractor's compliance with its quality management system and the parties agree that:

(i) the Contractor must provide all documents, access and assistance necessary for the completion of any such audit;

(ii) if any non-conformance is detected, the Contractor will immediately take steps to rectify the non-conformance; and

(iii) the costs of engaging the auditor will be borne by the Owner and any costs which the Contractor incurs in complying with this clause will be borne by the Contractor.

9.5 Costs of testing

If:

(a) the Owner's Representative directs the Contractor to carry out a test which:

(i) is not otherwise required by the Contract; or

(ii) does not relate to a Defect in respect of which the Owner's Representative gave an instruction under clause 9.6; and

(b) the results of the test show the work is in accordance with the Contract,

the reasonable costs incurred by the Contractor in carrying out the test will be determined by the Owner's Representative and:

(c) to the extent such costs are not payable as part of the Actual Construction Sum, added to the Contract Sum; or

(d) if there is an Accepted GCS Offer, to the extent such costs are payable as part of the Actual Construction Sum, added to the Guaranteed Construction Sum.

9.6 Defects

Subject to paragraphs (b) and (c), the Contractor must correct all Defects.

If, prior to the expiration of the Defects Liability Period for the Works or a Separable Portion, the Owner's Representative discovers or believes there is a Defect the Owner's Representative may give the Contractor an instruction specifying the Defect and doing one or more of the following:

(a) requiring the Contractor to correct the Defect, or any part of it, and specifying the time within which this must occur (being, where applicable, in accordance with the timeframes in clause 2.1B(u)); or

(b) requiring the Contractor to carry out a Contract Variation to overcome the Defect, or any part of it, and specifying the time within which this must be carried out; or

(c) advising the Contractor that the Owner will accept the work, or any part of it, despite the Defect.

9.7 Correction of Defect or Contract Variation

If an instruction is given under clause 9.6(a) or 9.6(b), the Contractor must correct the Defect or carry out the Contract Variation:

(a) within the time specified in the Owner's Representative's instruction; and

(b) if after Completion, at times and in a manner which cause as little inconvenience to the occupants of the Works or the Separable Portion as is reasonably possible.

If the Contractor fails to rectify a Defect notified to the Contractor by the time specified by the Owner's Representative in its instruction under clause 9.6, the Owner may have any required work carried out by others at the Contractor's expense and the cost of any such work will become a debt due and payable to the Owner by the Contractor.

9.8 Claim for correction of Defect

Where an instruction is given under clause 9.6(a):

(a) the Contractor will only be entitled to make a Claim for correcting the Defect (or the relevant part) if the Defect (or the relevant part) is something for which the Contractor and its Subcontractors are not responsible; and

(b) where the Contractor is so entitled to make a Claim, the work involved in the correction of the Defect will be treated as if it were a Contract Variation the subject of a Direction by the Owner's Representative and clause 11.3 applied.

9.9 Claim for Contract Variation

Where a Contract Variation has been instructed under clause 9.6(b) and:

(a) the Contractor and its Subcontractors are not responsible for the Defect (or the relevant part), the Contract Sum and, if applicable, the Guaranteed Construction Sum will be adjusted in accordance with clause 11.3; or

(b) the Contractor or a Subcontractor is responsible for the Defect (or the relevant part):

(i) the Owner's Representative will determine:

A. the value of the Contract Variation in accordance with clause 11.3; and

B. the cost of correcting the Defect (or the relevant part); and

(ii) the Contract Sum and, if applicable, the Guaranteed Construction Sum will be adjusted by the difference between the valuations under sub-paragraph (i) as follows:

A. if the value under sub-sub-paragraph (A) is greater than the cost under sub-sub-paragraph (B), the Contract Sum and, if applicable, the Guaranteed Construction Sum will be increased; or

B. if the value under sub-sub-paragraph (B) is greater than the cost under sub-sub-paragraph (A), the Contract Sum and, if applicable, the Guaranteed Construction Sum will be decreased.

9.10 Acceptance of work

If:

(a) an instruction is given under clause 9.6(c) prior to the expiration of the Defects Liability Period; and

(b) the Contractor or a Subcontractor is responsible for the Defect (or the relevant part),

the Contract Sum and, if applicable, the Guaranteed Construction Sum will be reduced by the amount determined by the Owner's Representative which represents the cost of correcting the Defect (or the relevant part).

9.11 Extension of Defects Liability Period

If:

(a) the Owner's Representative gives the Contractor an instruction under clause 9.6(a) or 9.6(b) during the Defects Liability Period; and

(b) the Contractor or a Subcontractor is responsible for the Defect (or the relevant part),

the Defects Liability Period will be extended for the work required by the instruction by the period set out in the Contract Particulars, commencing upon completion of the correction of the Defect (or the relevant part) or completion of the Contract Variation.

9.12 Common law rights not affected

Neither the Owner's rights, nor the Contractor's liability, whether under the Contract or otherwise according to law in respect of Defects, whether before or after the expiration of the Defects Liability Period, will be affected or limited by:

(a) the rights conferred upon the Owner or Owner's Representative by this clause 9 or any other provision of the Contract;

(b) the failure by the Owner or the Owner's Representative to exercise any such rights; or

(c) any instruction of the Owner's Representative under clause 9.6.

9.13 Commissioning

Without limiting the Contractor's obligations or liabilities, or the Owner or the Owner's Representative's rights under clause 13, the Contractor must:

(a) fully co-ordinate and co-operate with Other Contractors and otherwise take all steps necessary to ensure:

(i) the timely, efficient and comprehensive commissioning of the Works; and

(ii) the smooth handover of the Works to, and the initial occupation of the Works by, the Owner;

(b) without limiting paragraph (a):

(i) comply with:

A. any commissioning and handover plan; and

B. any takeover guidelines,

developed by Other Contractors, and

(ii) in consultation with the Owner's Representative, provide the Owner with such other specific assistance as may be required by the Owner's Representative to facilitate the timely, efficient and comprehensive commissioning of the Works and the smooth handover of the Works to the Owner; and

(c) as and when reasonably required by the Owner's Representative, meet with the Owner's Representative and such Other Contractors or other persons as are nominated by the Owner's Representative with a view to ensuring that the Owner and the Other Contractors or other persons have sufficient information to enable the Other Contractors or other persons to:

(i) operate the Works;

(ii) maintain the Works; or

(iii) perform such other activities as may be nominated by the Owner in respect of the Works.

10. Time

10.1 Progress and time for completion

The Contractor must:

(a) regularly and diligently progress the Contractor's Activities;

(b) proceed with the Contractor's Activities with due expedition and without delay;

(c) achieve Completion of the Works or each Separable Portion by the relevant Date for Completion.

Upon becoming aware of anything which will probably cause delay to the Contractor's Activities or the Construction Work the Contractor must, within 3 Business Days of becoming aware of the delay, give the Owner's Representative written notice of that cause and the estimated delay.

Without limiting the Contractor's rights under the Security of Payment Act, the Contractor must not suspend the progress of the whole or any part of Contractor's Activities except where directed by the Owner's Representative under clause 10.12.

Without limiting the next paragraphs of this clause 10.1 or clause 10.4, the Contractor must give the Owner's Representative reasonable advance notice of any information, documents or directions required by the Contractor.

The Owner and the Owner's Representative will not be obliged to furnish information, documents or directions earlier than the Owner or the Owner's Representative, as the case may be, should reasonably have anticipated at the date of this Contract.

The Owner's Representative may, by written notice expressly stated to be pursuant to this clause 10.1, direct in what order and at what time the various stages or parts of the Contractor's Activities must be performed. If the Contractor can reasonably comply with the direction, the Contractor must do so. If the Contractor cannot reasonably comply, the Contractor must notify the Owner’s Representative in writing, giving reasons. For the avoidance of doubt, no direction by the Owner's Representative will constitute a Direction under this clause 10.1 unless the Direction is in writing and expressly states that it is a direction under this clause 10.1.

If compliance with a written direction expressly stated to be pursuant to this clause 10.1 causes the Contractor to incur more or less cost than otherwise would have been incurred, the difference will be dealt with and valued as if it were a Contract Variation except where the Direction was necessary because of, or arose out of, a failure by the Contractor to comply with its obligations under this Contract.

10.1A Importance of Completion on Time

The Contractor acknowledges:

(a) the importance of complying with its obligation under clause 10.1(c); and

(b) that a Date for Completion will only be extended in accordance with clause 10.8 or clause 10.10, or when so determined under clause 15.

10.2 Programming

The Contractor must:

(a) within 15 Business Days of the Award Date, provide to the Owner's Representative for its approval a program of the Contractor's Activities (**Construction Program**) in hard copy and in Primavera (P6) software format compatible with that used by the Owner's Representative which must include:

(i) a time scaled Gantt chart clearly showing:

A. the start and finish dates for each component part of the Contractor's Activities;

B. the current status of those activities;

C. the sequence and duration of those activities, including predecessors and successors;

D. the critical path for those activities and any float;

E. the date by which the Contractor requires any action from the Owner (or the Owner's Representative) to avoid a delay to Completion of any Separable Portion or the Works;

F. the dates for Completion of each Separable Portion; and

G. the requirements specified in section 5.10 (Construction Program) of the Contract Preliminaries;

(ii) a critical path analysis indicating the sequence of activities constituting the critical path for the achievement of Completion by the Date for Completion and including the lead time for decisions, workshop drawings, manufacturing activities and ordering and delivery of plant and materials and the last date by which decisions will be required to be provided by others to maintain the critical path program; and

(iii) the status of the design activities by the Owner's Design Consultant.

The Construction Program must be based on a standard 5 day working week showing the allowances made by the Contractor in respect of:

(iv) weekends, public holidays, rostered days off or other foreseeable breaks in the continuity of the Contractor's Activities;

(v) the work of Other Contractors;

(vi) Statutory Requirements; and

(vii) all other matters for which a prudent, competent and experienced contractor undertaking works in the nature of the Works would allow;

(b) update the Construction Program periodically at least at intervals of no less than that specified in the Contract Particulars to take account of:

(i) changes to the program;

(ii) progress of the Contractor's Activities; or

(iii) delays which may have occurred, including any for which the Contractor is granted an extension of time under clause 10.8; and

(c) give the Owner's Representative copies of the Construction Program for its approval.

10.2A Construction program for 6 day working week

(a) If directed by the Owner, the Contractor must, within 15 Business Days of the direction, provide to the Owner's Representative for its approval an updated Construction Program based on a 6 day working week and otherwise in accordance with the requirements of clause 10.2.

(b) If the Owner makes a direction under paragraph (a):

(i) on or before 1 August 2016, the Dates for Completion for a 6 day working week as set out in the Contract Particulars will apply from the date of the direction, and the Contractor will not be entitled to any additional fee or to otherwise make any Claim against the Owner arising out of, or in any way in connection with, the direction; or

(ii) after 1 August 2016, the direction will be treated as a Contract Variation in accordance with clause 11.

10.3 Contractor not relieved

Any review of, comments upon or approval of, or any failure to review or comment upon, the Construction Program by the Owner's Representative, or the existence of any Owner's Contingency, will not:

(a) relieve the Contractor from or alter its liabilities or obligations under the Contract, especially (without limitation) the obligation to achieve Completion of each Separable Portion by the relevant Date for Completion;

(b) evidence or constitute the granting of an extension of time or an instruction by the Owner's Representative to accelerate, disrupt, prolong or vary any, or all, of the Contractor's Activities; or

(c) affect the time for the carrying out of the Owner's or Owner's Representative's Contract obligations.

10.4 Acceleration by Contractor

If the Contractor chooses to accelerate progress then despite clause 3.3:

(a) neither the Owner nor the Owner's Representative will be obliged to take any action to assist or enable the Contractor to achieve Completion before any Date for Completion; and

(b) the time for the carrying out of the Owner's or the Owner's Representative's obligations will not be affected.

10.5 Delays entitling Claim

If the Contractor is, or is likely to be, delayed:

(a) prior to the Date for Completion of the Works or a Separable Portion, by an Act of Prevention or a cause described in the Contract Particulars in a manner which will prevent it from achieving Completion of the Works or the Separable Portion by the relevant Date for Completion; or

(b) after the Date for Completion of the Works or a Separable Portion, by an Act of Prevention in a manner which will delay it in achieving Completion of the Works or the Separable Portion,

the Contractor may claim an extension of time.

10.6 Claim

To claim an extension of time the Contractor must:

(a) within 15 Business Days of the commencement of the occurrence causing the delay submit a written claim to the Owner's Representative for an extension to the relevant Date for Completion which:

(i) gives detailed particulars of the delay and the occurrence causing the delay;

(ii) gives detailed particulars of the activities that are critical to the maintenance or progress of the execution of the Contractor's Activities; and

(iii) states the number of days extension of time claimed together with the basis of calculating that period, including evidence that it will be delayed in achieving Completion in the manner set out in clause 10.7(e);

(iv) gives details of any steps taken by the Contractor both to preclude the cause of the delay and to avoid or minimise the consequences of the delay; and

(v) provides evidence that conditions precedent to an extension of time under clause 10.7 have been met; and

(b) if the effects of the delay continue beyond the period of 15 Business Days after the commencement of the occurrence causing the delay and the Contractor wishes to claim an extension of time in respect of the further delay, submit a further written claim to the Owner's Representative:

(i) every 15 Business Days after the first written claim until 5 Business Days after the end of the effects of the delay; and

(ii) containing the information required by paragraph (a).

The Owner’s Representative may, within 20 Business Days of receiving the Contractor's claim or further claim for an extension of time for Completion, by written notice to the Contractor, request additional information in relation to the claim or further claim. The Contractor must, within 10 Business Days of receiving such request, provide the Owner’s Representative with the information requested.

10.7 Conditions precedent to extension

Subject to clause 10.14, it is a condition precedent to the Contractor's entitlement to an extension of time to any relevant Date for Completion that:

(a) the Contractor has given written notice of the delay in accordance with clause 10.1;

(b) the Contractor must give the written claim required by clause 10.6 as required by that clause;

(c) the Contractor complies with any request for additional information under clause 10.6 within the time required;

(d) the cause of the delay was beyond the reasonable control of the Contractor;

(e) the Contractor must have actually been, or be likely to be, delayed by:

(i) prior to the Date for Completion of the Works or a Separable Portion, by an Act of Prevention or a cause described in the Contract Particulars in a manner which will prevent it from achieving Completion of the Works or the Separable Portion by the relevant Date for Completion; or

(ii) after the Date for Completion of the Works or a Separable Portion, by an Act of Prevention in a manner which will delay it in achieving Completion of the Works or the Separable Portion; and

(f) the Contractor must not have been given an instruction under clause 10.13.

If the Contractor fails to comply with the conditions precedent in this clause 10.7:

(g) the Owner will not be liable upon any Claim by the Contractor; and

(h) the Contractor will be absolutely barred from making any Claim against the Owner, arising out of or in any way in connection with the event giving rise to the delay and the delay involved.

10.8 Extension of time

Subject to clause 10.9, if the conditions precedent in clause 10.7 have been satisfied, the relevant Date for Completion will be extended by a reasonable period determined by the Owner's Representative and notified to the Contractor within 20 Business Days of the latest of the:

(a) Contractor's written claim under clause 10.6; and

(b) provision by the Contractor of any additional information regarding the claim required under clause 10.6.

A failure of the Owner's Representative to grant a reasonable extension of time to any Date for Completion or to grant an extension of time to any Date for Completion within the relevant 20 Business Day period will not cause an affected Date for Completion to be set at large, but nothing in this paragraph will prejudice any right of the Contractor to damages.

10.9 Reduction in extension of time

(a) The Owner's Representative will reduce any extension to the relevant Date for Completion it would otherwise have notified to the Owner and the Contractor under clause 10.8 to the extent that the Contractor:

(i) contributed to the delay; or

(ii) failed to take all steps necessary both to preclude the cause of the delay and to avoid or minimise the consequences of the delay.

(b) When a cause of delay set out in clause 10.7(e) and another cause of delay overlap, the Owner's Representative will apportion the resulting delay to the Contractor's Activities according to the respective causes' contribution.

10.10 Unilateral extensions

Whether or not the Contractor has made, or is entitled to make, a claim for an extension of time under this clause 10, the Owner's Representative may, in its absolute discretion at any time and from time to time by written notice to the Contractor, unilaterally extend any Date for Completion by any period specified in such notice.

The Owner's Representative is not required to exercise its discretion under this clause 10.10 for the benefit of the Contractor, reasonably or at all.

10.11 Delay costs

Nothing in this clause 10.11 shall oblige the Owner to pay extra costs for delay or disruption which have already been included in any other payment under this Contract (including as part of the Actual Construction Sum).

The Contractor will be entitled to be paid an amount not exceeding the amount in the Contract Particulars in respect of the additional costs associated with delay or disruption reasonably and necessarily incurred by the Contractor, as assessed by the Owner's Representative, for each day by which the Date for Completion of the Works or a Separable Portion is extended due to one of the following:

(a) a breach of Contract by the Owner;

(b) a Contract Variation the subject of a Direction by the Owner; or

(c) the discovery of a Latent Condition in accordance with clause 7.1.

The total costs for delay or disruption for which the Owner will be liable on any particular day (regardless of whether or not the Date for Completion of more than one Separable Portion has been extended) will not exceed the relevant amount specified in the Contract Particulars.

The Contractor will also be entitled to additional costs in respect of Hire Items associated with the delay or disruption reasonably and necessarily incurred by its Subcontractors, to the extent that the Subcontractor has entitlement under the Subcontract Agreement, as assessed by the Owner's Representative, for each day by which the Date for Completion of the Works or a Separable Portion is extended.

Any amount payable under this clause 10.11 will be a limitation upon the Owner's liability to the Contractor for any delay or disruption which:

(d) the Contractor encounters in carrying out the Contractor's Activities; and

(e) arises out of, or in any way in connection with, the matters described in paragraphs (a) - (c), including where such matter is breach of the Contract by the Owner,

and the Contractor will not be entitled to make, nor will the Owner be liable upon, any Claim in these circumstances other than for the amount which is payable by the Owner under this clause 10.11.

10.12 Suspension

(a) The Owner's Representative may instruct the Contractor to suspend and, after a suspension has been instructed, to re-commence, the carrying out of all or a part of the Contractor's Activities, and is not required to exercise its power to do so for the benefit of the Contractor.

(b) To the extent that a suspension under this clause 10.12 arises as a result of the Contractor's failure to carry out its obligations in accordance with the Contract:

(i) the Actual Construction Sum will not include any costs incurred as a result of the suspension;

(ii) the Management Fee and the Overheads and Profit Fee will not be adjusted as a result of the suspension; and

(iii) the Contractor will not be entitled to make any Claim against the Owner arising out of, or in any way in connection with, the suspension.

(c) To the extent that a suspension under this clause 10.12 arises as a result of a cause other than the Contractor's failure to carry out its obligations in accordance with the Contract:

(i) an instruction to suspend under this clause 10.12 will entitle the Contractor to:

A. be paid by the Owner the extra costs reasonably and necessarily incurred by it as a direct result of the suspension as determined by the Owner's Representative; and

B. an extension of time to any relevant Date for Completion where it is otherwise so entitled under clause 10.8;

(ii) the Contractor must take all steps possible to mitigate the extra costs incurred by it as a result of the suspension; and

(iii) the Contractor will not be entitled to make any Claim against the Owner arising out of, or in any way in connection with, the suspension other than under paragraph (i).

(d) Except to the extent permitted under the Security of Payment Act, the Contractor may only suspend the Contractor's Activities when instructed to do so under this clause 10.12.

10.13 Instruction to accelerate

If the Contractor gives the Owner's Representative a claim under clause 10.6, the Owner's Representative may:

(a) instruct the Contractor to accelerate the Contractor's Activities by taking those measures which are necessary to overcome or minimise the extent and effects of some or all of the delay including, if required, in order to achieve Completion of the Works or the Separable Portion by the relevant Date for Completion; and

(b) give such an instruction whether or not the cause of delay for which the Contractor has given its claim under clause 10.6 otherwise entitles the Contractor to an extension of time to any relevant Date for Completion.

10.14 Partial acceleration

If the Owner's Representative gives the Contractor an instruction to accelerate under clause 10.13 requiring it to accelerate the Contractor's Activities and it only applies to part of the delay, the Contractor's entitlement to any extension of time which it otherwise would have had will only be reduced to the extent to which the instruction to accelerate requires the Contractor to accelerate to overcome the delay.

10.15 Acceleration

If the Owner's Representative gives an instruction to the Contractor under clause 10.13:

(a) the Contractor must accelerate the Contractor's Activities to overcome or minimise the extent and effect of some or all of the delay as instructed, including, if required, in order to achieve Completion of the Works or the Separable Portion by the relevant Date for Completion;

(b) if the Contractor would, but for the instruction, have been entitled to an extension of time to the relevant Date for Completion for the cause of delay, the Contractor will be entitled to be paid the extra costs reasonably incurred by it and directly attributable to accelerating the Contractor's Activities as the Owner's Representative, acting reasonably, assesses to the extent such costs are not already payable as part of the Actual Construction Sum; and

(c) the Contractor will not be entitled to make any Claim against the Owner, arising out of, or in any way in connection with, the cause of delay and the instruction other than for the amount which is payable by the Owner under paragraph (b).

10.16 Owner's rights to liquidated damages not affected

The Owner's rights to liquidated damages under clause 13.8 for a failure by the Contractor to achieve Completion of the Works or a Separable Portion by any relevant Date for Completion are not affected by the Owner's Representative giving the Contractor an instruction to accelerate under clause 10.13.

10.17 Suspension under the Security of Payment Act or other Statutory Requirement

(a) The Contractor must notify the Owner in writing if any Subcontractors (including any Selected Subcontractor) is or may be entitled to exercise a right to suspend work under its relevant subcontract pursuant to the Security of Payment Act or any other Statutory Requirement. In these circumstances:

(i) the Owner is entitled (but is not obliged) to pay the Subcontractor to avoid the suspension; and

(ii) the Contractor indemnifies the Owner for any loss or damage (direct or indirect) that the Owner may suffer as a result of a suspension by a Subcontractor.

(b) If the Owner exercises its entitlement to pay a Subcontractor under clause 10.17(a)(i), then the amount of this payment, plus any associated costs to the Owner arising from this payment, is a debt due from the Contractor to the Owner.

(c) A payment made to a worker or Subcontractor in compliance with a Statutory Requirement or otherwise under this clause will be deemed to be a debt due and payable by the Contractor to the Owner.

11. Variations

11.1 Contract Variation price request

At any time prior to the Date of Completion of the Works or a Separable Portion (but without limiting clauses 5.3 and 9.6), the Owner's Representative may issue a document titled "Contract Variation Price Request" to the Contractor which will set out details of a proposed Contract Variation which the Owner is considering with respect to the Works or a Separable Portion.

Within 5 Business Days of the receipt of a "Contract Variation Price Request" the Contractor must provide the Owner's Representative with a written notice in which the Contractor sets out:

(a) the adjustment (if any) to the Management Fee and the Overheads and Profit Fee to carry out the proposed Contract Variation;

(b) the value of any Subcontract Variations that would result from the proposed Contract Variation and any consequent adjustment to the Actual Construction Sum;

(c) if there is an Accepted GCS Offer, the adjustment (if any) to:

(i) the Guaranteed Construction Sum; and

(ii) the Design Consultant's Fee;

(d) the effect which the proposed Contract Variation will have on the then current approved Construction Program, including each Date for Completion;

(e) where the Contractor, acting reasonably, considers that the proposed Contract Variation will have the effect that the Works or a Separable Portion are unlikely to reach Completion by the relevant Date for Completion, details of:

(i) the extent of the likely delay;

(ii) the measures which would be necessary to overcome or minimise the extent and effects of the likely delay in order to achieve Completion of the Works or the Separable Portion by the relevant Date for Completion; and

(iii) the extra costs likely to be reasonably incurred and directly attributable to any acceleration that would be required to achieve Completion of the Works or the Separable Portion by the relevant Date for Completion; and

(f) where the Contractor acting reasonably, considers that no degree of acceleration could ensure that the Contractor would achieve Completion of the Works or Separable Portion by the relevant Date for Completion, full details and supporting evidence, including programming information, for its belief.

11.2 Contract Variation Order

Whether or not the Owner's Representative has issued a "Contract Variation Price Request" under clause 11.1, the Owner's Representative may at any time prior to the Date of Completion of the Works or a Separable Portion (but without limiting clauses 5.3 and 9.6), instruct the Contractor to carry out a Contract Variation by a written document titled "Contract Variation Order" in which the Owner's Representative will state one of the following:

(a) the proposed adjustment to each component of the Contract Sum and, if applicable, the Guaranteed Construction Sum, as set out in the Contractor's notice under clause 11.1 (if any) is agreed and the Contract Sum and if applicable, the Guaranteed Construction Sum, will be adjusted accordingly; or

(b) any adjustment to the Contract Sum and, if applicable, the Guaranteed Construction Sum, will be determined under clause 11.3(b).

11.3 Cost of Contract Variation

Subject to clauses 9.9(b) and 11.7, the Contract Sum and, if applicable, the Guaranteed Construction Sum, will be increased or decreased for all Contract Variations which have been the subject of a Direction by the Owner's Representative by:

(a) where clause 11.2(a) applies, the agreed amount; or

(b) an amount determined by the Owner's Representative as the sum of:

(i) (**Adjustment to Actual Construction Sum**) where the Contract Variation requires additional or reduced Construction Work and results in a Subcontract Variation, the adjustment to the Actual Construction Sum and, if applicable, Guaranteed Construction Sum will be:

A. an amount that is agreed between the Contractor and the Owner's Representative;

B. if paragraph A does not apply, calculated in accordance with the rates or prices included in any schedule of rates, schedule of prices or bill of quantities under any relevant Approved Subcontract Agreement, if and insofar as the Owner's Representative determines that those rates or prices are applicable to the Subcontract Variation; or

C. if paragraph B does not apply, calculated as the amount of the cost properly and actually incurred or saved, or which ought reasonably to have been incurred or saved, by the Subcontractor in accordance with the terms of the Approved Subcontract Agreement as determined by the Owner's Representative;

(ii) (**Adjustment to the Management Fee**) where a Contract Variation has a Material Effect and requires the Contractor to commit additional or reduced on-site overheads, the adjustment to the Management Fee shall be calculated as follows:

A. where the Contractor has an entitlement to be paid costs for delay or disruption in accordance with clause 10.11 in respect of the Contract Variation, there shall be no adjustment to the Management Fee; and

B. where the Contractor does not have an entitlement to be paid damages for delay or disruption in accordance with clause 10.11 in respect of the Contract Variation, then the adjustment to the Management Fee shall be calculated as the Management Fee Percentage applied to the sum calculated under clause 11.3(b)(i);

(iii) (**Adjustment to the Overheads and Profit Fee**): where a Contract Variation has a Material Effect, the adjustment to the Overheads and Profit Fee will be calculated as the O&P Percentage applied to the sum calculated under clause 11.3(b)(i); and

(iv) (**Adjustment to Design Consultant's Fee**): if there is an Accepted GCS Offer, where a Contract Variation requires additional or reduced work by the Owner's Design Consultant, the adjustment to the Design Consultant's Fee shall be calculated as follows:

A. an amount that is agreed between the Contractor and the Owner's Representative; or

B. in the absence of such an agreement, a reasonable amount determined by the Owner's Representative.

11.4 Omissions

If a Contract Variation the subject of a Direction by the Owner's Representative omits any part of the Works or a Separable Portion, the Owner may thereafter carry out this omitted work either itself or by engaging Other Contractors.

11.5 Contract Variations requested by Contractor

The Contractor may, for its convenience, request the Owner's Representative to direct a Contract Variation. Any such request must be in writing and must contain the following details:

(a) a description of the proposed Contract Variation;

(b) the additional or reduced costs or time involved in the Contract Variation and any proposal for sharing any savings in costs with the Owner including the amount;

(c) any benefits which will flow to the Owner from the Contract Variation; and

(d) the effect which the Contract Variation will have upon the future cost of operating and maintaining the Works.

11.6 Owner's Representative's determination

After a request is made by the Contractor in accordance with clause 11.5, the Owner's Representative will, in its absolute discretion, give a written notice to the Contractor:

(a) rejecting the request; or

(b) approving the request either conditionally or unconditionally.

The Owner's Representative will not be obliged to exercise its discretion for the benefit of the Contractor.

11.7 Contract Variation approved by Owner's Representative

If the Owner's Representative issues a written notice under clause 11.6 approving the Contractor's request under clause 11.5:

(a) unless otherwise agreed, the Contractor will not be entitled to make a Claim against the Owner arising out of, or in any way in connection with, the Contract Variation;

(b) if the Contractor's request offered to share savings in cost with the Owner, the Contract Sum and, if applicable, the Guaranteed Construction Sum will be reduced by the amount offered by the Contractor in its request; and

(c) the Contractor will be responsible for all parts of the Works which are in any way affected by the Contract Variation.

11.8 Subcontract Variations

(a) The Contractor must submit to the Owner's Representative a detailed monthly report setting out all claims from Subcontractors for Subcontract Variations arising as a result of:

    (i) Directions of the Owner to the Contractor under the Contract; or

    (ii) any revised Owner's Design Documents provided to the Subcontractor for construction purposes.

(b) The report referred to in clause 11.8(a) must contain details of:

(i) the Contractor's assessment of the validity of the Subcontractors' claims for Subcontract Variations in accordance with the terms of the relevant Approved Subcontract Agreements;

(ii) any applicable rates or prices included in any schedule of rates, schedule of prices or bill of quantities under the relevant Approved Subcontract Agreement in relation to each claimed Subcontract Variation; and

(iii) the Contractor's assessment of the value of the claimed Subcontract Variations in accordance with the terms of the relevant Approved Subcontract Agreements.

(c) The parties agree that:

(i) any Subcontract Variations that arise as a result of a Contract Variation will be valued in accordance with clause 11.3(b)(i); and

(ii) in relation to any Subcontract Variations that do not arise as a result of a Contract Variation but that otherwise arise as a result of:

A. a Direction of the Owner to the Contractor under the Contract (unless such Direction is given as the result of any breach of contract or other wrongful act or omission by the Contractor); or

B. any revised Owner's Design Documents provided to the Subcontractor for construction purposes,

the Actual Construction Sum will be adjusted by:

C. any amount agreed in writing between the Contractor and the Owner; or

D. if no such amount is agreed, an amount determined by the Owner's Representative:

1) calculated in accordance with the rates or prices included in any schedule of rates, schedule of prices or bill of quantities under any relevant Approved Subcontract Agreement, if and insofar as the Owner's Representative determines that those rates or prices are applicable to the Subcontract Variation; or

2) if paragraph 1) does not apply, calculated as the amount of the cost properly and actually incurred or saved, or which ought reasonably to have been incurred or saved, by the Subcontractor in accordance with the terms of the Approved Subcontract Agreement as determined by the Owner's Representative.

11.9 Design development

(a) The design of the Works will be progressively prepared by the Owner's Design Consultant and provided to the Contractor for tendering and construction purposes.

(b) The parties anticipate that, in most cases, the progressive issue of the Owner's Design Documents will not constitute a Contract Variation but may require the Contractor to direct Subcontract Variations.

11.10 Direction regarding construction program

Any direction by the Owner to the Contractor directing that a program be prepared based on a 6 day working week will not entitle the Contractor to a Contract Variation or any additional payment under the Contract, except to the extent set out in clause 10.2A(b).

12. Payment

12.1 Payment obligation

Subject to clause 12.15 and to any other right to set-off which the Owner may have, the Owner must pay the Contractor:

(a) the Contract Sum; and

(b) any other amounts which are payable by the Owner to the Contractor under the Contract.

12.2 Payment claims

The Contractor must give the Owner's Representative claims for payment on account of the Contract Sum and any other amounts payable by the Owner to the Contractor under the Contract:

(a) at the times stated, or upon completion of the milestones described, in the Contract Particulars;

(b) within the times required by clauses 12.9 and 12.11;

(c) in the format the Owner's Representative reasonably requires, including written particulars of the progress of the Works in sufficient detail to allow the Owner's Representative to assess whether the Works are proceeding in accordance with the Contract and to verify properly and accurately the appropriateness of any progress claim;

(d) which show separately the amounts (if any) claimed on account of:

(i) the Management Fee;

(ii) the Overheads and Profit Fee;

(iii) the Actual Construction Sum payable to:

A. Subcontractors; and

B. the Contractor; and

(iv) any Determined Incentive Amount;

(v) the Design Contingency Fee;

(vi) the Design Consultant's Fee; and

(vii) any share of savings under paragraph (b)(vii) of the definition of "Contract Sum",

(e) which include the evidence reasonably required by the Owner's Representative of those amounts forming part of the Actual Construction Sum incurred by the Contractor and the value of work completed in accordance with the Contract and the amount claimed;

(f) which are based on the Cost Plan to the extent it is relevant;

(g) which show the Contractor's valuation of work executed, including Contract Variations completed or part complete;

(h) which show the Contractor's valuation of the portion of the Management Fee and the Overheads and Profit Fee claimed from the Owner in accordance with the indicative cash flow schedule at Annexure A (which schedule shall be updated by the Contractor from time to time upon request from the Owner's Representative) and value of work completed;

(i) which show the Contractor's valuation of any unfixed goods or materials delivered to the Site or available for immediate delivery to the Site, where the Contractor is entitled to payment for those goods or materials pursuant to clause 12.6;

(j) which show the amount and particulars of any adjustments to the Contract Sum under any term of the Contract;

(k) which shows the amount which the Contractor submits that the Owner is entitled to retain at that time;

(l) which show the total amount certified in previous payment claims;

(m) which show the total amount previously paid or, in terms of this Contract, deemed to have been paid to the Contractor; and

(n) which show the amount claimed in that payment claim by the Contractor.

The Contractor cannot include in any payment claim under this clause 12.2, a Claim which is barred by clause 16.5.

12.3 Payment statements

The Owner's Representative must within 10 Business Day of receiving a payment claim under clause 12.2 give the Contractor and the Owner a payment statement which sets out the Owner's Representative's determination as to:

(a) the value of work completed in accordance with the Contract;

(b) the amount already paid to the Contractor;

(c) the amount the Owner is entitled to retain under clause 12.15; and

(d) the amount then payable by the Owner to the Contractor on account of the Contract Sum and otherwise under the Contract,

together with the reasons for any difference in the amount set out as then payable from the amount in the Contractor's payment claim.

The issue of a payment statement by the Owner's Representative does not constitute approval of any work nor will it be taken as an admission or evidence that the part of the Works covered by the payment statement has been satisfactorily carried out in accordance with the Contract.

12.4 Payment

Subject to clauses 12.8 and 12.15, the Owner must within 15 Business Days of receiving a payment claim under clause 12.2, pay the Contractor the amount set out as then payable in the payment statement issued in relation to the payment claim, less any amounts disclosed as unpaid under clause 12.16.

The Owner is not obliged to pay any amounts disclosed as unpaid under clause 12.16 until the Contractor produces evidence to the reasonable satisfaction of the Owner's Representative that the amounts have been paid to the relevant persons.

12.5 Payment on account

Any payment of moneys under clause 12.4 is not:

(a) evidence of the value of work or that work has been satisfactorily carried out in accordance with the Contract;

(b) an admission of liability; or

(c) approval by the Owner or the Owner's Representative of the Contractor's performance or compliance with the Contract,

but is only to be taken as payment on account.

12.6 Unfixed goods and materials

Unfixed goods and materials will not be included in the value of work in a payment statement under clause 12.3 unless:

(a) the Contractor gives the Owner's Representative with its payment claim under clause 12.2:

(i) additional Approved Security equal to the payment claimed for the unfixed goods and materials; and

(ii) such evidence as may be required by the Owner's Representative that title to the unfixed goods and materials will vest in the Owner upon payment;

(b) the unfixed goods and materials are clearly marked as the property of the Owner, are insured and are on the Site or available for immediate delivery to the Site; and

(c) the unfixed goods and materials are properly stored in a place approved by the Owner's Representative.

Upon payment of a payment statement which includes unfixed goods and materials, title in the unfixed goods and materials will vest in the Owner.

12.7 Release of additional approved security

If the Contractor has given the Owner additional Approved Security for payment for unfixed goods and materials, the Owner must release it to the Contractor once those goods and materials are incorporated into the Works.

12.8 Conditions precedent

The Owner is not obliged to make a payment under clause 12.4 unless the Contractor has:

(a) complied with clause 2.6;

(b) provided the Owner with Approved Security for the amount (if any) required under clause 4.1;

(c) provided the Owner with a parent company guarantee if required under clause 4.4;

(d) effected the insurance required by clause 5.4 and (if requested) provided evidence of this to the Owner's Representative;

(e) complied with its programming obligations under clause 10.2;

(f) if the Owner has notified the Contractor in accordance with clause 18(f)(iv) that it no longer proposes to issue a recipient created tax invoice for a taxable supply made by the Contractor for the Owner, provided the Owner with a valid tax invoice from the Contractor for the amount set out as payable in the payment statement; and

(g) complied with clause 12.16.

12.9 Completion payment claim and notice

Within 30 Business Days after the issue of a Notice of Completion for the Works or a Separable Portion the Contractor must give the Owner's Representative:

(a) a payment claim which must include all amounts which the Contractor claims from the Owner on account of the Contract Sum or otherwise under the Contract; and

(b) notice of any other amounts which the Contractor claims from the Owner,

in respect of any fact, matter or thing arising out of, or in any way in connection with, the Contractor's Activities or the Contract which:

(c) in the case of the Works, occurred prior to the Date of Completion of the Works; or

(d) in the case of a Separable Portion, occurred prior to the Date of Completion of the Separable Portion, insofar as the fact, matter or thing relates to the Separable Portion.

The payment claim and notice required under this clause 12.9 are in addition to the other notices which the Contractor must give to the Owner's Representative under the Contract in order to preserve its entitlements to make any such Claims.

Without limiting the previous paragraph, the Contractor cannot include in this payment claim or notice any Claims which are barred by clause 16.5.

12.10 Release after Completion payment claim and notice

After the date for submitting the payment claim and notice under clause 12.9 has passed, the Contractor releases and forever discharges the Owner from any Claim in respect of any fact, matter or thing arising out of, or in any way in connection with, the Contractor's Activities or the Contract which:

(a) in the case of the Works, occurred prior to the Date of Completion of the Works; or

(b) in the case of a Separable Portion, occurred prior to the Date of Completion of the Separable Portion, insofar as the fact, matter or thing relates to the Separable Portion,

except for any Claim included in a payment claim or notice under clause 12.9 which is given to the Owner's Representative within the time required by, and in accordance with the terms of, clause 12.9.

12.11 Final payment claim and notice

Within 20 Business Days after the end of the last Defects Liability Period of the Works or each Separable Portion the Contractor must give the Owner's Representative:

(a) a payment claim which must include all amounts which the Contractor claims from the Owner on account of the Contract Sum or otherwise under the Contract; and

(b) notice of any other amounts which the Contractor claims from the Owner,

in respect of any fact, matter or thing arising out of, or in any way in connection with, the Contractor's Activities or the Contract which occurred during the Defects Liability Period.

The payment claim and notice required under this clause 12.11 are in addition to the other notices which the Contractor must give to the Owner's Representative under the Contract in order to preserve its entitlements to make any such Claims.

Without limiting the previous paragraph, the Contractor cannot include in this payment claim or notice any Claims which are barred by clause 16.5.

12.12 Release after final payment claim and notice

After the date for submitting the payment claim and notice under clause 12.11 has passed, the Contractor releases and forever discharges the Owner from any Claim in respect of any fact, matter or thing arising out of, or in any way in connection with, the Contractor's Activities or the Contract which:

(a) in the case of the Works, occurred during the Defects Liability Period for the Works; or

(b) in the case of a Separable Portion, occurred during the Defects Liability Period for the Separable Portion, insofar as the fact, matter or thing relates to the Separable Portion,

except for any Claim included in a payment claim or notice under clause 12.11 which is given to the Owner's Representative within the time required by, and in accordance with the terms of, clause 12.11.

12.13 Interest

The Owner will pay simple interest at the rate stated in the Contract Particulars on any:

(a) amount which has been set out as payable by the Owner's Representative in a payment statement under clause 12.3, but which is not paid by the Owner within the time required by the Contract; and

(b) damages (excluding any damages payable under clause 10.11).

This will be the Contractor's sole entitlement to interest including damages for loss of use of, or the cost of borrowing, money, whether that claim arises under the Contract, at law or in equity.

12.14 Correction of payment statements

The Owner's Representative may, in any payment statement:

(a) correct any error in any previous payment statement; and

(b) modify any previous payment statement,

issued by the Owner's Representative.

12.15 Right of set-off

The Owner may at any time deduct from moneys otherwise due to the Contractor:

(a) any debt or other moneys due from the Contractor to the Owner; and

(b) any claim to money which the Owner may have against the Contractor whether for damages (including liquidated damages) or otherwise,

whether under the Contract or otherwise at law relating to the Works or the Contractor's Activities.

12.16 Payment of workers and subcontractors

As a condition precedent to a right of the Contractor to make a progress claim (including the final payment claim) under subclause 12.2, 12.9 or subclause 12.11 and any obligation of the Owner to pay the Contractor any amount under subclause 12.4, the Contractor shall, in respect of each progress claim (including the final payment claim), give the Owner's Representative:

(a) documentary evidence of the payment of moneys due and payable to:

(i) workers of the Contractor and of the consultants and Subcontractors; and

(ii) consultants and Subcontractors,

in respect of the Contractor's Activities the subject of that claim; and

(b) a completed statutory declaration by the Contractor, or where the Contractor is a corporation, by a representative of the Contractor who is in the position to know the facts attested to, in the form of Annexure D (or such other form as the Owner's Representative may require), made out not earlier than the date of the relevant progress claim (or final payment claim) for which the payment is to be made.

The documentary evidence to be provided in accordance with paragraph (a) shall be to the Owner's Representative's satisfaction.

Nothing in this clause 12 limits or otherwise affects the Owner's rights under section 175B(7) of the Workers Compensation Act 1987 (NSW), Schedule 2 Part 5 of the Payroll Tax Act 2007 (NSW) or section 127(5) of the Industrial Relations Act 1996 (NSW).

12.17 Security of Payment Act

(a) The Contractor agrees with the Owner that a date prescribed in clause 12.2 as the date on which the Contractor may make a progress claim is, for the purposes of section 8 of the Security of Payment Act, a "reference date" (as defined in the Security of Payment Act).

(b) For the purposes of section 17(3) of the Security of Payment Act, the Contractor irrevocably chooses the Institute of Arbitrators & Mediators, Australia, as the "authorised nominating authority" (as that term is defined in the Security of Payment Act) for any adjudication application it may make under the Security of Payment Act in respect of the subject matter of this Contract.

(c) When an adjudication occurs under the Security of Payment Act, and the Owner has paid an adjudicated amount to the Contractor:

(i) the amount will be taken into account by the Owner's Representative in issuing a payment statement under clause 12.3; and

(ii) if it is subsequently determined pursuant to the Contract that the Contractor was not entitled under the Contract to payment of some or all of the adjudicated amount that was paid by the Owner ('overpayment'), the overpayment will be a debt due and payable by the Contractor to the

Owner which the Contractor must pay to the Owner upon demand and in respect of which the Contractor is not entitled to claim or exercise any set-off, counterclaim, deduction or similar right of defence.

(d) Without limiting clause 12.15, the Owner may withhold any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Owner pursuant to Division 2A of the Security of Payment Act.

(e) If the Owner withholds from money otherwise due to the Contractor any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Owner pursuant to Division 2A of the Security of Payment Act, then:

(i) the Owner may plead and rely upon Division 2A of the Security of Payment Act as a defence to any claim for the money by the Contractor from the Owner; and

(ii) the period during which the Owner retains money due to the Contractor pursuant to an obligation under Division 2A of the Security of Payment Act will not be taken into account for the purpose of determining:

A. any period for which money owed by the Owner to the Contractor has been unpaid; and

B. the date by which payment of money owed by the Owner to the Contractor must be made.

(f) The Contractor agrees not to commence proceedings to recover any amount withheld by the Owner pursuant to a payment withholding request served on the Owner in accordance with Division 2A of the Security of Payment Act.

(g) Any amount paid by the Owner pursuant to section 26C of the Security of Payment Act will be a debt due from the Contractor to the Owner.

(h) If the Owner withholds money pursuant to a payment withholding request served on the Owner pursuant to Division 2A of the Security of Payment Act and the Contractor:

(i) pays the amount claimed to be due under the adjudication application to which the payment withholding claim relates; or

(ii) becomes aware that the adjudication application to which the payment withholding claim relates has been withdrawn,

then the Contractor must so notify the Owner within 5 days of the occurrence of the event in sub-paragraph (i) or (ii) above (as applicable) by providing to the Owner a statement in writing in the form of a statutory declaration together with such other evidence as the Owner may require evidencing that the amount has been paid or the adjudication application has been withdrawn (as the case may be).

12.18 Audit of Actual Construction Sum

The Owner’s Representative may, at any time, undertake an audit in respect of all matters pertaining to the Actual Construction Sum including the value of the Construction Work comprising the Actual Construction Sum and any amounts payable to Subcontractors in respect of Subcontract Variations and the Contractor shall comply in all respects with any request for information and further information which the Owner’s Representative may make (including providing access at all reasonable times to the Contractor's records and Personnel relating to the Actual Construction Sum and any Subcontractor Variations).

12A Access to records and audit

12A.1 Contractor to retain records

The Contractor must, for the duration of this Contract and for a period of seven years after the completion of the Contractor's Activities, keep true and accurate accounts and records of:

(a) all Contractor's Activities carried out under this Contract; and

(b) all associated accounts and records including all supporting materials used to generate and substantiate invoices submitted in respect of Contractor's Activities.

12A.2 Right to access and audit

Without limiting any other rights of audit of the Owner under the Contract:

(c) in order to ensure compliance with its obligations under this Contract and to identify opportunities for achieving reductions in the Contract Sum, the Contractor acknowledges and agrees that the Contractor's Activities will be conducted and operated on an "open book" basis;

(d) the Owner's Representative and/or any person authorised by the Owner's Representative (and notified to the Contractor's Representative) may at any time, after giving reasonable notice at any time during normal working hours, inspect and/or audit the accounts, records, information and correspondence of the Contractor relating to the carrying out of the Contractor's Activities including all matters relevant to the calculation of the Contract Sum and the works rates (if any) and the elements comprising the determination of the Contract Sum;

(e) the Owner and the Owner's Representative will be entitled (at the expense of the Owner) to take copies of or extracts from any such records;

(f) the right of access and audit granted under this clause 12A.2 may be exercised by the Owner at any time during the duration of the Contract or in the seven year period after the end of this Contract; and

(g) the Owner will be solely responsible for the costs of conducting any audit under this clause 12A.2.

12A.3 Auditing and probity

The Contractor acknowledges and agrees that:

(h) the Owner's Representative (or any other person designated by the Owner's Representative) may carry out regular audits on:

(i) the Contractor's quality management system; and

(ii) the Contractor's Activities on a quality and probity basis including:

A. inspections after the Contractor has provided the Contractor's Activities;

B. random spot inspections;

C. viewing CCTV footage available at the Site;

D. inspecting reports prepared by the Contractor in accordance with this Contract; and

E. utilising the Owner's compliance auditors to check staff competencies, plant certifications and other relevant factors.

(i) The Contractor must provide reasonable access to its premises to enable the Owner or its Personnel to carry out any such audit and must co-operate with and provide all assistance requested by the Owner or its Personnel when carrying out any such audit.

(j) The Contractor acknowledges and agrees that:

(i) the Owner's Representative (or any other person designated by the Owner's Representative) may carry out regular audits on the Contractor's compliance with its obligations as principal contractor; and

(ii) by exercising its right under clause 12A.3(i), the Owner is not assuming any management or control of the Site.

13. Completion

13.1 Effect on clause 9.13

Nothing in this clause 13 limits the Contractor's obligations or liabilities, or the Owner's or the Owner's Representative's rights, under clause 9.13.

13.1B Building handover and commissioning

The Contractor must:

(a) establish, co-ordinate, chair and minute a "Building Handover and Commissioning Group" in relation to the Works (comprising the Contractor, Owner and any other persons whom the Owner requires or nominates), which is to be established by the earlier of:

(i) 6 weeks prior to commissioning; and

(ii) 16 weeks prior to Completion,

of the Works or a Separable Portion;

(b) determine the frequency of meetings of this group in conjunction with the Owner;

(c) provide a Building Commissioning and Witness Test Plan in relation to the Works at least 20 weeks prior to the anticipated date of Completion of the Works or the Separable Portions specified in the Contract Particulars, which must include:

(i) a programme outlining all building commissioning and witness testing activities;

(ii) witness testing items of each discipline (for all services and furniture, fixtures and equipment);

(iii) an equipment handover process;

(iv) a process for orientation of the Owner's Personnel;

(v) certification documentation;

(vi) system requirements to the extent relating to the Works;

(vii) a process for Defects identification and rectification;

(f) hand over to the Owner's Representative any survey certificates required by the Contract, including under clause 8.9;

(g) hand over to the Owner's Representative all keys (including, without limitation, any security keys) fitted with plastic tags and having appropriate label inserts; and

(h) hand over to the Owner's Representative all fire rating certificates as specified for various materials.

13.3 Owner's Representative to inspect

The Owner's Representative must:

(a) promptly, and in any event no later than 10 Business Days after receiving the Contractor's second written notice under clause 13.2 or a notice under the final paragraph of this clause 13.3 (as the case may be), inspect the Works or the Separable Portion; and

(b) if satisfied that Completion has been achieved, issue a notice to the Owner and the Contractor stating the date upon which the Owner's Representative determines Completion was achieved; and

(c) if not satisfied that Completion has been achieved, issue a notice so advising the Contractor.

If the Owner's Representative issues a notice under paragraph (c) the Contractor must proceed to bring the Works or the Separable Portion to Completion and thereafter when it considers it has achieved Completion it must give the Owner's Representative written notice to that effect after which this clause 13.3 will reapply.

13.4 Unilateral issue of Completion notice

If at any time a notice required to be given by the Contractor to the Owner's Representative under either of clauses 13.2 or 13.3 is not given by the Contractor yet the Owner's Representative is of the opinion that Completion of the Works or a Separable Portion has been achieved, the Owner's Representative may issue a Notice of Completion under clause 13.3(b) for the Works or the Separable Portion. The Owner's Representative is under no obligation to issue a Notice of Completion in accordance with this clause for the benefit of the Contractor, reasonably or at all.

13.5 Take over upon Completion

Upon the issue of a Notice of Completion, the Contractor must hand over the Works or the Separable Portion to the Owner.

13.6 Part of the Works or a Separable Portion

(a) The Owner may, after written notice is given to the Contractor by the Owner's Representative, occupy or use any part of the Works or a Separable Portion although the whole of the Works or the Separable Portion has not reached Completion.

(b) If any such notice is given by the Owner's Representative:

(i) the Owner must allow the Contractor reasonable access to the part of the Works or the Separable Portion referred to in the notice and being occupied or used by the Owner, to enable the Contractor to bring the Works or the relevant Separable Portion of which the area being occupied or used forms part to Completion; and

(viii) a process for closing out of all non conformance requests; and

(ix) and any further details required by the Contract Preliminaries.

13.2 Contractor to notify

The Contractor must give the Owner's Representative written notice 30 Business Days, and then again 10 Business Days, before it anticipates achieving Completion of the Works or a Separable Portion.

13.2A Provision of Documents

The Contractor must, as a precondition to achievement of Completion of the Works:

(a) provide to the Owner's Representative the following in accordance with Contract and the Contract Preliminaries:

(i) as built drawings and specifications as three hard copies and one soft copy in a format nominated by the Owner's Representative, containing professionally drawn and accurately dimensioned drawings of the Works or the relevant Separable Portion;

(ii) warranties and guarantees given by all contractors, manufacturers or suppliers of any part of the Works or the Separable Portion relating to the construction, erection and installation of the Works or the Separable Portion;

(iii) operation and maintenance manuals and other guarantees and warranties which relate to the Works or the Separable Portion; and

(iv) all necessary information for the satisfactory operation and maintenance of the completed services. The information shall indicate in proper operating sequence the operation and function of all plant and equipment under both automatic and manual control, and shall be supported by all necessary plant and system layout drawings, key diagrams of the services and controls and circuits and wiring diagrams where applicable. The information shall be supplied by the Contractor in triplicate form in bindings approved by the Owner's Representative;

(b) wash and thoroughly clean and (where relevant in the Owner's Representative's opinion) treat or polish all surfaces including all sanitary fixtures, floors and glass;

(c) grease all doors and windows and check and oil all hardware, operating gear for doors and windows, louvres and other moving parts;

(d) check all light and power points to ensure their efficient and proper operation;

(e) complete the training of all maintenance personnel nominated by the Owner in the operation and maintenance of all items of plant and equipment provided that such maintenance personnel have made themselves available to the Contractor by the time required by the Contractor's program for that purpose. If the Owner's Representative is satisfied that the Contractor has been unable to complete the training of those personnel for the purposes of achieving Completion as a result of the lack of cooperation on the part of the maintenance personnel, then compliance by the Contractor with that obligation shall not be required for the purposes of Completion but the Contractor must in that event carry out the training of such maintenance personnel as required by no later than 30 Business Days after the Date of Completion of the Works or the Separable Portion, provided that the maintenance personnel make themselves available in timely manner for such a purpose;

(ii) this will not otherwise limit or affect the obligations of the parties under the Contract,

including the obligation of the Contractor to achieve Completion of the Works or the relevant Separable Portion of which the area being occupied or used forms part by the relevant Date for Completion.

13.7 Effect of Notice of Completion

A Notice of Completion will not:

(a) constitute approval by the Owner of the Contractor's performance of its Contract obligations;

(b) be taken as an admission or evidence that the Works or the Separable Portion complies with the Contract; or

(c) prejudice any rights or powers of the Owner or Owner's Representative.

13.8 Liquidated damages

If the Date of Completion of the Works or a Separable Portion has not occurred by the Date for Completion for the Works or the Separable Portion, the Contractor must pay liquidated damages at the rate specified in the Contract Particulars for every day after the Date for Completion until the Date of Completion or the Contract is terminated, whichever is first.

The total liquidated damages for which the Contractor will be liable on any particular day (regardless of whether or not the Date of Completion of more than one Separable Portion has not occurred by the relevant Date for Completion) will not exceed the amount in the Contract Particulars.

This amount is an agreed genuine pre-estimate of the Owner's damages if the Date of Completion does not occur by the Date for Completion.

If the liquidated damages referred to in this clause 13.8 are found to be void, voidable or unenforceable in any way or on any basis, so that the Owner is not entitled to claim or recover liquidated damages for the Contractor's failure to reach Completion by the Date for Completion, the Owner is entitled to claim and recover general law damages in respect of the failure of the Contractor to reach Completion by the Date for Completion, but the Contractor's liability for such damages (whether per day or in aggregate) will not be any greater than the liability which it would have had if the liquidated damages referred to in this clause 13.8 had not been void, voidable or otherwise unenforceable.

The amount payable under this clause 13.8 will be a debt due from the Contractor to the Owner.

13A Management and Administration

13A.1 Reporting

(a) The Contractor must provide reports regarding the Contractor’s Activities as described in section 5 (Administration) of the Contract Preliminaries.

(b) The Contractor must:

(i) keep the Owner informed of all matters relating to the Contractor’s Activities which a prudent provider of the Contractor’s Activities would reasonably be expected to make the Owner aware of; and

(ii) give the Owner information regarding the Contactor's Activities and progress of them as reasonably required by the Owner.

(c) The Contractor must submit to the Owner, on a weekly basis, a copy of its daily Site diaries and any related reports.

13A.2 Insufficient Resources

(a) The Contractor must, within 5 Business Days after being required by the Owner to do so, demonstrate that the Contractor's resources are adequate to ensure the Contractor's compliance with the Contract.

(b) If the Contractor fails to demonstrate its resources are adequate to the Owner's reasonable satisfaction:

(i) the Owner may direct the Contractor to increase its resources so they are adequate; and

(ii) the Contractor must (at its cost) promptly increase its resources as required by clause 13A.2(b)(i) and notify the Owner in writing of the additional resources.

13A.3 Improvement Plan

(a) The Owner may, by written notice to the Contractor, require the Contractor to provide an Improvement Plan if, in the Owner's reasonable opinion:

(i) the Contractor has failed to comply with the Contract a material respect or is unlikely to comply with the KPIs;

(ii) multiple failures by the Contractor to comply with this Contract have occurred which, taken together, demonstrate a material failure to ensure compliance with this Contract; or

(iii) the Owner reasonably determines that a Date for Completion is unlikely to be achieved on or before the relevant Date for Completion.

(b) Within 5 Business Days after receipt of notice under clause 13A.3(a), the Contractor must give the Owner an Improvement Plan which sets out, in reasonable detail:

(i) the steps the Contractor will take to improve its compliance with this Contract and the KPIs (if applicable); and

(ii) the times within those steps will be taken, which must be reasonable.

(c) The Owner may, by written notice to the Contractor, approve or provide comments on an Improvement Plan received under clause 13A.3(b).

(d) Where the Owner provides comments on an Improvement Plan under clause 13A.3(c), the Contractor must, within 5 Business Days:

(i) revise the Improvement Plan to address those comments; and

(ii) resubmit the revised Improvement Plan to the Owner.

(e) Where the Owner approves an Improvement Plan under clause 13A.3(c), the Contractor must comply with the approved Improvement Plan.

(f) No review of, comments upon, approval of, rejection of, or failure to review or comment upon, approve or reject, any Improvement Plan or any other act or omission of the Owner's Representative in relation to the Improvement Plan will:

(i) relieve the Contractor from, or alter or affect, the Contractor's liabilities or responsibilities whether under the Contract or otherwise according to law; or

(ii) prejudice the Owner's rights against the Contractor whether under the Contract or otherwise according to law.

13B Incentives and KPIs

13B.1 KPIs

The Contractor acknowledges:

(a) that the purpose of the KPIs is to specify quantitative and qualitative assessment mechanisms to enable the parties to measure the performance of the Contractor under the Contract against specified targets for the purpose of calculating the extent to which the Incentive is payable to the Contractor;

(b) that the Owner may amend the KPIs provided that the Contractor has been consulted by the Owner in respect of the amended KPIs, including being advised of the reasons for the amendment; and

(c) it must comply with the KPIs specified in Annexure H as amended or expanded in accordance with this Contract.

13B.2 Recording performance against KPIs

The Contractor:

(a) must keep sufficient records of its performance as against the KPIs to enable the Owner's Representative to evaluate the performance of the Contractor under the Contract; and

(b) acknowledges that the records required to be kept under paragraph (a) will not limit the Owner's Representative's evaluation of the performance of the Contractor under the Contract and the Owner's Representative may consider all such other matters as it considers (in its absolute discretion) to be relevant to the evaluation of the performance of the Contractor under the Contract.

13B.3 Meetings

At meetings under clause 3.9, the Contractor must (without limiting clause 3.9) discuss and provide the Owner with all advice which it may require on measurement, review and improvement of the Contractor's performance under the Contract, including the Contractor's performance against the KPIs and determination of any action required where the KPIs indicate that the Contractor's performance under the Contract is unsatisfactory.

13B.4 Incentive

(a) The Owner's Representative will determine the amount of the Incentive payable to the Contractor in accordance with Annexure H and this clause 13B.4 (**Determined Incentive Amount**).

(b) If the Contractor is entitled to be paid a Determined Incentive Amount on account of the Incentive:

(i) the Owner's Representative must, within 30 Business Days of each Assessment Milestone, notify the Contractor of its determination of any Determined Incentive Amount payable to the Contractor at that Assessment Milestone;

(ii) the Contractor may claim payment for such Determined Incentive Amount in its next payment claim submitted under clause 12.2; and

(iii) the Determined Incentive Amount will be paid in accordance with clause 12.

13B.5 Rights and obligations not affected

The parties acknowledge that:

(a) the purpose of the KPIs is as set out in clause 13B.1(a); and

(b) the parties' rights and obligations, whether under the Contract or otherwise at law or in equity, in relation to the Contractor's Activities, the Works or this Contract, will not be affected or limited by the provisions of this clause 13B, anything done or omitted to be done under or purported to be under this clause, the KPIs or the Contractor's performance as against the KPIs.

13B.6 Absolute discretion and no Claims

(a) Any assessment, determination or calculation made by the Owner under or in relation to Annexure H will be in the Owner's sole and unfettered discretion. The Contractor will have no Claim whatsoever against the Owner in respect of any fact, matter, circumstance or thing (including the Owner's conduct, acts or omissions) in relation to Annexure H or any assessment, determination or calculation made by the Owner under or in relation to Annexure H and the Contractor hereby releases the Owner from any Claim it might otherwise have had in relation thereto.

(b) The assessment of the Contractor's performance in accordance with this Annexure H is without prejudice to any other rights which the Owner may have under this Contract.

14. Termination

14.1 Preservation of Rights

Subject to clause 14.7, nothing in this clause 14 or that a party does or fails to do pursuant to this clause 14 will prejudice the right of that party to exercise any right or remedy (including recovering damages) which it may have where the other party breaches (including repudiates) the Contract.

14.2 Contractor Default

The Owner may give a written notice under clause 14.5 to the Contractor, if the Contractor:

(a) does not commence the Contractor's Activities in accordance with the requirements of the Contract;

(b) suspends the Contractor's Activities in breach of clause 10.12 or otherwise does not proceed with the Contractor's Activities regularly and diligently;

(c) fails to provide security as required by clause 4.1;

(d) fails to effect, have in place or otherwise maintain or provide evidence of, insurance as required by clause 5;

(e) fails to use the materials or standards of workmanship required by the Contract;

(f) does not comply with any Direction of the Owner's Representative made in accordance with the Contract;

(g) fails to comply with an Improvement Plan; or

(h) is otherwise in substantial breach of the Contract.

14.3 Owner Default

The Contractor may give a written notice under clause 14.4 to the Owner, if the Owner:

(a) fails, for the period stated in the Contract Particulars, to provide the Contractor with access to the Site as required by clause 2.2(a);

(b) fails to pay the Contractor an amount due and payable under the Contract; or

(c) fails to appoint a person to act as the Owner's Representative.

14.4 Contents of Notice of Default

A notice under this clause 14.4 must state:

(a) that it is a notice under clause 14.4;

(b) the breach relied upon; and

that the party giving the notice requires the other party to remedy the breach within 15 Business Days of receiving the notice.

14.5 Termination for Insolvency or Breach

If:

(a) an Insolvency Event occurs to a party, or where a party comprises 2 or more persons, to any one of those persons; or

(b) a party does not remedy a breach of Contract the subject of a notice under clause 14.4 within 15 Business Days of receiving the notice under clause 14.4,

then:

(c) where that party is the Contractor, the Owner may by written notice to the Contractor terminate the Contract; or

(d) where that party is the Owner, the Contractor may by written notice to the Owner:

(i) suspend the whole or any part of the Contractor's Activities; and

(ii) if within 15 Business Days of the date of this suspension the Owner fails:

A. to remedy the breach; or

B. if the breach is not capable of remedy or in the case of an Insolvency Event, to make arrangements reasonably satisfactory to the Contractor,

terminate the Contract.

The Contractor may at any time it sees fit remove a suspension under this clause 14.5 after which clause 10.12(c) will apply.

14.6 Owner's Entitlements after Termination

Subject to clause 14.1, if the Owner terminates the Contract under clause 14.5 or if the Contractor repudiates the Contract and the Owner otherwise terminates the Contract:

(a) the Owner will:

(i) be entitled to take over and use, or require the Contractor to remove from the Site, the Plant, Equipment and Work and all materials, equipment and other things intended for the Works;

(ii) be entitled to require the Contractor to novate to the Owner or the Owner's nominee, any or all subcontracts between the Contractor and its Subcontractors as required by the Owner;

(iii) not be obliged to make any further payments to the Contractor, including any money the subject of a payment claim under clause 12.2 or a payment statement under clause 12.3; and

(iv) be entitled to recover from the Contractor any costs, losses or damages incurred or suffered by it as a result of, or arising out of, or in any way in connection with, such termination; and

(b) the Contractor must immediately hand over to the Owner all copies of:

(i) documents provided by the Owner under clause 6.1 and any Owner's Design Documents; and

(ii) Design Documentation prepared by the Contractor to the date of termination (whether complete or not).

14.7 Contractor's entitlements after termination

If the Contractor terminates the Contract under clause 14.5 or if the Owner repudiates the Contract and the Contractor otherwise terminates the Contract, the Contractor will:

(a) be entitled to claim damages; and

(b) not be entitled to a quantum meruit.

This clause 14.7 will survive the termination of the Contract.

14.8 Termination without cause by the Owner

(a) Without prejudice to any of the Owner's other rights under the Contract, the Owner may at any time for its sole convenience, and for any or no reason, terminate the Contract by giving the Contractor not less than 10 Business Days' notice in writing, and in such event the Owner will:

(i) pay the Contractor for the Contractor's Activities performed up to and including the date of termination, provided that such Contractor's Activities have been, in the reasonable opinion of the Owner's Representative, performed in accordance with the Contract and any Directions given by the Owner;

(ii) subject to the Contractor mitigating its costs and expenses, pay the Contractor the cost of goods and materials reasonably ordered by the

Contractor for the Contractor's Activities for which the Contractor is legally bound to pay provided that:

A. the value of the goods and materials is not included in the amount payable under clause 14.8(a)(i); and

B. title in the goods and materials will vest in the Owner upon payment;

(iii) pay the Contractor the reasonable and proven cost of removing from the Site all labour, Plant, Equipment and Work and other things used in carrying out the Contractor's Activities; and

(iv) subject to the terms of the Contract, return any Approved Security then held.

(b) Except in respect of the amount payable under clauses 14.8(a)(i) to 14.8(a)(iv), the Owner will have no liability to the Contractor for any other payment as a result of or in connection with termination under this clause 14.8.

(c) Upon termination of the Contract pursuant to clause 14.8(a):

(i) the carrying out of the Contractor's Activities must cease from the time and date specified in the notice under clause 14.8(a), or if no time and date is stated, within 10 Business Days of receipt by the Contractor of the notice;

(ii) the Owner, in its absolute discretion, may complete the carrying out of the Contractor's Activities by itself or engage other contractors to carry out the uncompleted Contractor's Activities; and

(iii) the Contractor must immediately hand over to the Owner all copies of:

A. documents provided by the Owner under clause 6.1 and any Owner's Design Documents; and

B. Design Documentation prepared by the Contractor to the date of termination (whether complete or not).

(d) As a condition precedent to any entitlement to payment under clause 14.8(a) the Contractor must hand over to the Owner the originals of any documents provided by the Owner.

(e) The amount to which the Contractor is entitled under this clause 14.8 will be a limitation upon the Owner’s liability to the Contractor arising out of, or in any way in connection with, the termination of the Contract and the Contractor may not make any Claim against the Owner arising out of, or in any way in connection with, the termination of the Contract other than for the amount payable under this clause 14.8.

(f) This clause 14.8 will survive the termination of the Contract by the Owner under this clause 14.8.

14.9 Consequences of termination

Termination of the Contract will not prejudice any right of action or remedy which the Owner may have accrued prior to termination of the Contract.

14.10 Transfer of information following termination

Following termination of the Contract in accordance with this clause 14, the Contractor's Representative must:

(a) meet with the Owner's Representative and such other persons nominated by the Owner; and

(b) provide any documentation reasonably required by the Owner's Representative,

with a view to ensuring, among other things, that the Owner or the person nominated by the Owner has sufficient information to enable the Owner or the person nominated by the Owner to complete the Works including, where any Subcontractors are to be novated under clause 14.11, details of any amounts remaining payable to those Subcontractors and any disputes with Subcontractors regarding amounts payable.

14.11 Novation of Subcontractors

When directed by the Owner following termination of the Contract for any reason, the Contractor, without being entitled to compensation, must promptly execute a deed of novation in the form attached at Annexure J, such deed being between the Owner (or another contractor nominated by the Owner), the Contractor and the relevant Subcontractor directed by the Owner.

14.12 Power of Attorney

For the purpose of a novation under clause 14.11, the Contractor irrevocably appoints the Owner or its nominee to act as its attorney to execute all documents and take all necessary steps to give effect to any such novation.

15. Disputes

15.1 Notice of Dispute

If a dispute or difference arises between the Contractor and the Owner or between the Contractor and the Owner's Representative in respect of any fact, matter or thing arising out of, or in any way in connection with, the Contractor's Activities, the Works or the Contract, or either party's conduct before the Award Date, the dispute or difference must be determined in accordance with the procedure in this clause 15.

Where such a dispute or difference arises, either party may give a notice in writing to the Owner's Representative and the other party specifying:

(a) the dispute or difference;

(b) particulars of the party's reasons for being dissatisfied; and

(c) the position which the party believes is correct.

15.2 Owner's Representative's Determination

Within 10 Business Days of:

(a) receipt of a notice under clause 15.1; or

(b) receipt of such further information as the Owner's Representative, acting reasonably, requires,

the Owner's Representative must make a determination and issue the same in writing to both parties.

15.3 Senior Managers to Confer

If either party is dissatisfied with the determination made under clause 15.2, then that party may give a notice in writing (**Notice of Dispute**) within 5 Business Days of the issue of the written determination requiring that the Senior Managers confer in an attempt to settle the dispute.

The Notice of Dispute must be signed by the CEO of the party giving the Notice.

15.4 CEOs to Confer

If within 10 Business Days of the giving of a Notice of Dispute either the Senior Managers have not met, or no settlement of the dispute has occurred, then either party may give a notice in writing (**2nd Notice of Dispute**) requiring that the CEOs meet in an attempt to settle the dispute.

If within 10 Business Days of the giving of the 2nd Notice of Dispute either the CEOs have not met, or no settlement of the dispute has occurred, then either party may refer the dispute to expert determination by notice to the other party requesting agreement on the Expert to be engaged.

15.5 Expert Determination

(a) The parties must endeavour to agree on the Expert to be engaged to make a determination on the dispute. If the parties cannot agree within 20 Business Days of the referral, the Expert will be nominated (on the application of either party) by the Chair of the New South Wales Chapter of the Institute of Arbitrators and Mediators Australia. That person must not nominate:

(i) an employee of the Owner or the Contractor;

(ii) a person who has been connected with the Contractor's Activities or this Contract; or

(iii) a person upon whom the Owner and the Contractor have not been able to agree.

(b) When the person to be the Expert has been agreed or nominated in accordance with clause 15.5(a), the parties must jointly engage the Expert and conduct the expert determination in accordance with the Institute of Arbitrators and Mediators Australia Expert Determination Rules in force as at the date of this document.

(c) The Owner and Contractor must share equally the fees and out-of-pocket expenses of the Expert for the determination, and bear their own costs.

(d) The parties agree that if:

(i) the amount disputed between the parties and referred to the Expert for determination is less than $200,000; or

(ii) the relevant amount exceeds the threshold stated in paragraph (i) above and neither party gives notice rejecting the Expert's determination in accordance with clause 15.5(f) below,

then to the extent permitted by law, the Expert's determination will be final and binding on the parties to settle the dispute, but shall not set a precedent for any past, present or future claim or dispute.

(e) The parties agree that a purported determination by the Expert will be a determination for the purposes of clause 15.5(d) even if it contains an error of fact or an error of law.

(f) Subject to clause 15.5(d) the parties may within 30 Business Days of receiving the Expert's determination, provide written notice to the other and to the Expert of the acceptance or rejection of the Expert's determination.

(g) Subject to paragraph (d) above if:

(i) both parties provide a notice in accordance with clause 15.5(f) accepting the Expert's determination;

(ii) both parties fail to provide a notice in accordance with clause 15.5(f); or

(iii) one party provides a notice in accordance with clause 15.5(f) accepting the Expert's determination and the other party fails to provide a notice in accordance with clause 15.5(f),

then the Expert's determination will be binding on both parties.

15.6 Further Proceedings

If the Expert's determination is rejected in accordance with clause 15.5(f) then either party may commence litigation.

15.7 Survive termination

This clause 15 will survive the termination of the Contract.

15.8 Continuation of Works

Despite the existence of a dispute or difference between the parties the Contractor must:

(a) continue to carry out the Contractor's Activities; and

(b) otherwise comply with its obligations under the Contract.

16. Notices

16.1 Notice of Contract Variation

If a Direction by the Owner's Representative, other than a "Contract Variation Order" under clause 11.2, constitutes or involves a Contract Variation with respect to which the Contractor considers that it is entitled to an increase in:

(a) the Management Fee or the Overheads and Profit Fee in accordance with clause 11.3; or

(b) if applicable, the Design Consultant's Fee,

the Contractor must, if it wishes to make a Claim against the Owner arising out of, or in any way in connection with, the Direction:

(c) within the time specified in the Contract Particulars of receiving the Direction and before commencing work on the subject matter of the Direction, give notice to the Owner's Representative that it considers the Direction constitutes or involves a Contract Variation;

(d) within the time specified in the Contract Particulars of giving the notice under paragraph (c), submit a written claim to the Owner's Representative which includes the details required by clause 16.3(b); and

(e) continue to carry out the Contractor's Activities in accordance with the Contract and all Directions of the Owner's Representative, including any Direction in respect of which notice has been given under this clause 16.1.

16.2 Notices of other claims

Except for claims for:

(a) an extension of time under clause 10.6;

(b) payment under clause 12.2 of the Contract Sum;

(c) a Contract Variation instructed in accordance with clause 11.2 or to which clause 16.1 applies; or

(d) a Subcontract Variation described in a report submitted under clause 11.8(a),

the Contractor must give the Owner's Representative the notices required by clause 16.3 if it wishes to make a Claim against the Owner in respect of any Direction by the Owner's Representative or any other fact, matter or thing under, arising out of or in any way in connection with the performance of the Contractor's Activities or the Contract (including a breach of the Contract by the Owner), including anything in respect of which:

(e) it is otherwise given an express entitlement under the Contract; or

(f) the Contract expressly provides that:

(i) specified costs are to be added to the Contract Sum or a component thereof; or

(ii) the Contract Sum (or a component thereof) or, if applicable, the Guaranteed Construction Sum will be otherwise increased or adjusted,

as determined by the Owner's Representative.

16.3 Prescribed notices

The notices referred to in clause 16.2 are:

(a) a written notice within the time specified in the Contract Particulars of the first occurrence of the Direction or other fact, matter or thing upon which the Claim is based, expressly specifying:

(i) that the Contractor proposes to make a Claim; and

(ii) the Direction or other fact, matter or thing upon which the Claim will be based; and

(b) a written Claim within the time specified in the Contract Particulars of giving the written notice under paragraph (a), which must include:

(i) detailed particulars concerning the Direction or other fact, matter or thing upon which the Claim is based;

(ii) the legal basis for the Claim, whether based on a term of the Contract or otherwise, and if based on a term of the Contract, clearly identifying the specific term;

(iii) the facts relied upon in support of the Claim in sufficient detail to permit verification; and

(iv) details of the amount claimed and how it has been calculated.

16.4 Continuing events

If the Direction or fact, matter or thing upon which the Claim under clause 16.1(d) or 16.2 is based or the consequences of the Direction or fact, matter or thing are continuing, the Contractor must continue to give the information required by clause 16.3(b) every 20 Business Days after the written Claim under clause 16.1(d) or 16.3(b) (as the case may be) was submitted or given to the Owner's Representative, until after the Direction or fact, matter or thing upon which the Claim is based has, or the consequences thereof have, ceased.

16.5 Time bar

If the Contractor fails to comply with any of clauses 16.1, 16.2, 16.3 or 16.4:

(a) the Owner will not be liable (insofar as it is possible to exclude such liability) upon any Claim by the Contractor; and

(b) the Contractor will be absolutely barred from making any Claim against the Owner,

arising out of, or in any way in connection with, the relevant Direction or fact, matter or thing (as the case may be) to which clause 16.1 or 16.2 applies.

16.6 Other provisions unaffected

Nothing in clauses 16.1 - 16.5 will limit the operation or effect of any other provision of the Contract which requires the Contractor to give notice to the Owner's Representative in order to preserve an entitlement to make a Claim against the Owner.

16.7 Address for service

(a) All communications (including notices, consents, approvals, requests and demands) under or in connection with the Contract:

(i) must be in writing;

(ii) must be signed by the party making the communication or (on its behalf) by any director, secretary, attorney or authorised agent of, that party;

(iii) must, subject to clause 16.7(b), be sent via Aconex; and

(b) in the case of communications referred to in clause 16.7(a) issued by:

(i) the Contractor under clauses 10, 12, 13, 14, 15 or 16 or concerning a claim for payment (including any communication under the Security of Payment Act); or

(ii) the Owner under clauses 14 or 15,

in addition to the communication sent pursuant to clause 16.7(a)(iii), a copy of the communication sent via Aconex must be printed and delivered or posted by prepaid express post to the address of the Owner's Representative or the Contractor's Representative (as applicable).

(c) For the avoidance of doubt:

(i) a communication referred to in clause 16.7(b) will not be effective unless it is delivered in accordance with both clauses 16.7(a)(iii) and 16.7(b); and

(ii) a communication issued pursuant to clause 16.7(a)(iii) and a communication issued pursuant to clause 16.7(b) must be identical, and in the event that they are not identical, neither communication will constitute a valid communication.

(d) The Owner has no liability for any losses the Contractor may suffer or incur arising out of or in connection with its access to or use of Aconex or any failure of Aconex, and the Contractor will not be entitled to make, and the Owner will not be liable upon, any Claim against the Owner arising out of or in connection with the Contractor's access to or use of Aconex or any failure of Aconex.

16.8 Deemed receipt

A notice delivered or sent in accordance with clause 16.7 will be deemed to have been given and received:

(a) if sent via Aconex, at the time recorded in Aconex as being the time at which the notice was sent;

(b) if delivered, upon receipt;

(c) if posted, on the third Business Day after posting;

(d) where clause 16.7(b) applies, the relevant notice will be taken to have been received on the later of:

(i) the date determined in accordance with clause 16.8(a); and

(ii) the date determined in accordance with clause 16.8(b) or 16.8(c) (as the case may be).

17. Special Conditions

17.1 Signage

The Contractor must:

(a) not erect any signage on the Site without the prior written approval of the Owner's Representative; and

(b) comply with section 1.10 (Signage) of the Contract Preliminaries.

17.2 Entire Agreement

The Contract constitutes the entire agreement and understanding between the parties on everything connected with the subject matter of the Contract. The Contract extends retrospectively to cover all work carried out by the Contractor with the consent of the Owner prior to the Contract and supersedes any prior agreement or understanding on anything connected with that subject matter. The parties acknowledge that they have not relied on any representation (other than those contained in the Contract) to induce them to enter the Contract.

17.3 Asset register and tax depreciation schedule

The Contractor will as part of its performance of the Contractor's Activities provide to the Owner such information as is reasonably required by the Owner to assist it in the compilation of a detailed asset register and tax depreciation schedule.

17.4 ASA Authorisation

To the extent that the Contractor's Activities include the Asset Lifecycle of a NSW Rail Asset, the Contractor must carry out those aspects of the Contractor's Activities in accordance with the Owner's ASA Authorisation.

17.5 ASA compliance

(a) The Contractor must (and must ensure that its Subcontractors and Personnel) comply with the conditions of the Owner's ASA Authorisation.

(b) The Contractor must (and must ensure that its Subcontractors and its Personnel):

(i) implement and comply with the requirements of any ASA Requirements applicable to the Asset Services;

(ii) cooperate fully with the ASA in the performance of the ASA's functions;

(iii) provide access to premises and resources as reasonably required by the ASA, including so that it can effectively carry out its review, surveillance and audit functions;

(iv) comply with the directions, instructions and requirements issued by the ASA;

(v) notify the ASA of any matter that could reasonably be expected to affect the exercise of the ASA's functions;

(vi) provide the ASA with any information relating to its activities or any documents or other things reasonably required by the ASA in the exercise of its functions; and

(vii) provide the Owner with such reasonable assistance as may be reasonably required by the Owner to enable the Owner to cooperate fully with the ASA and to implement and comply with ASA Requirements.

(c) The Contractor acknowledges and agrees that it is not entitled to make (and neither the Owner nor the ASA will be liable upon) any Claim arising out of or in connection with the obligation to comply with the requirements of ASA and the ASA Authorisation.

17.6 Rail safety and Accreditation

(a) The Contractor warrants that it will perform the Contractor's Activities pursuant to the Owner's Accreditation.

(b) The Contractor must:

(i) liaise and co-operate with the Owner, and do everything necessary to enable and assist the Owner and any Rail Transport Agency to:

A. maintain their respective Accreditations, including obtaining any variation to any Accreditations required as a result of the Contractor's Activities to be performed in accordance with the Contract; and

B. comply with their respective obligations in relation to rail safety, including under the Rail Safety National Law;

(ii) except as required by a Statutory Requirement, not do, or omit to do, anything which may cause an Accreditation to be suspended or cancelled; and

(iii) give any Authority such access to premises and information as the Authority lawfully requests to fulfil its functions with respect to the Contractor's Activities, within the time requested.

17.7 Competence Records

Without limiting or otherwise restricting any other provision of the Contract, the Contractor must:

(a) prior to any Rail Safety Worker carrying out any Rail Safety Work in connection with the Contractor's Activities, provide the Owner with the Competence Records in the form directed by the Owner (which may be electronic);

(b) ensure that any Rail Safety Worker who carries out Rail Safety Work in connection with the Owner's railway operations has the competence to carry out that work; and

(c) ensure that each Rail Safety Worker used in connection with the Contractor's Activities has a form of identification that is sufficient to enable the type of competence and training undertaken by that Rail Safety Worker to be checked by a rail safety officer.

17.8 Requirements for working in Rail Corridor

If the Contractor or a Subcontractor is required to work in the Rail Corridor for the performance of the Contractor's Activities, the Contractor must comply (and ensure that the relevant Subcontractors comply) with the requirements which appear in Annexure R.

18. Goods and Services Tax

(a) The parties acknowledge that unless otherwise expressly stated all amounts of monetary consideration in the Contract are exclusive of GST.

(b) If GST is or becomes payable on a supply made by a party (**Supplier**) under or in connection with the Contract, including the Contractor's Activities, the party providing consideration for the supply (**Recipient**) must pay an additional amount to the Supplier equal to the GST payable by the Supplier (or representative member of a GST group of which the Supplier is a member) in relation to the supply.

(c) Any amount payable under clause 12.13(b) will be paid to the Supplier at the same time as the consideration for the supply is paid to the Supplier.

(d) If any party is required under the Contract to reimburse or pay to the other party an amount (other than any payment on account of the Contract Sum) calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party (or representative member of a GST group of which that party is a member) is entitled in respect of any acquisition relating to that cost, expense or other amount.

(e) Notwithstanding any other provision of the Contract, where the Recipient is the Supplier, it will not be obliged to pay any amount in respect of GST to the Owner (whether under this clause 12.13 or otherwise) in respect of a taxable supply made by the Owner unless and until the Owner issues to the Contractor, a tax invoice that complies with the GST Legislation in respect of that taxable supply.

(f) The parties agree that, unless otherwise agreed in writing, the following will apply to all taxable supplies made by the Contractor to the Owner under or in connection with the Contract:

(i) the Owner will issue to the Contractor a recipient created tax invoice (**RCTI**) for each taxable supply made by the Contractor to the Owner under the Contract;

(ii) the Owner will issue to the Contractor an adjustment note for any adjustment event;

(iii) the Contractor will not issue a tax invoice in respect of any taxable supply it makes to the Owner; and

(iv) the Owner may notify the Contractor that it will no longer issue a RCTI for each taxable supply made by the Contractor under the Contract, in which case, from that point in time, the Owner will not be required to issue RCTIs in respect of such supplies and the Contractor will be required to issue tax invoices to the Owner as a condition precedent to the Owner being obliged to pay any amount in respect of GST to the Contractor in respect any such taxable supply.

Each party acknowledges and warrants that at the time of entering into the Contract it is registered for GST and will notify the other party if it ceases to be registered for GST or ceases to comply with any of the requirements of any taxation ruling issued by a taxation authority relating to the creation of RCTIs.

(g) If the GST payable in relation to a supply made by the Supplier under the Contract varies from the additional amount paid by the other party under this clause 18 in respect of that supply, then the Supplier will provide a corresponding refund or credit to or will be entitled to receive the amount of that variation from the other party (as appropriate).

(h) In this clause 18:

(i) terms defined in GST Legislation have the meaning given to them in GST Legislation; and

(ii) any part or progressive or periodic component of a supply that is treated as a separate supply for GST purposes (including attributing GST to tax periods) will be treated as a separate supply.

19. Personal Property Securities Act 2009 (Cth)

In this clause 19, PPS Act means the *Personal Property Securities Act 2009* (Cth).

The Contractor must within 5 Business Days of the Award Date give written notice to the Owner of the details (including type and, where relevant, serial numbers) of construction plant and other things owned by the Contractor which will be used in connection with the Contractor's Activities. The Contractor must give written notice to the Owner if the details so provided to the Owner change (whether by replacement or augmentation). Such written notice must be provided to the Owner within 3 Business Days of the change.

If, in the opinion of the Owner, the PPS Act may at any time apply to the Owner's rights pursuant to clauses 14.12 or 14.12, the Owner may give notice to the Contractor requiring the Contractor to do anything (including provide all reasonable assistance to the Owner in relation to the registration of a security in respect of the Owner's rights pursuant to clauses 14.12 or 14.12, including the execution and delivery of documents relating to such registration) that in the Owner's opinion is necessary to preserve its rights under the PPS Act. The Contractor must comply with the requirements of this notice from the Owner within the time stipulated in the notice.

20. NSW Code and NSW Guidelines

20.1 Reference

In addition to terms defined in this document, terms used in this clause 20 have the same meaning as is attributed to them in the *New South Wales Government Implementation Guidelines to the NSW Code of Practice for the Building and Construction Industry* (**NSW Guidelines**) (as published by the NSW Treasury July 2013 and as amended or updated from time to time). The NSW Code and NSW Guidelines are available at www.industrialrelations.nsw.gov.au.

20.2 Primary obligation

(a) In carrying out the Contractor's Activities, the Contractor must at all times comply with, and meet any obligations imposed by, the NSW Government Code of Practice for the Building and Construction Industry (**NSW Code**) and the NSW Guidelines.

(b) The Contractor must notify the Construction Compliance Unit (**CCU**) and the Owner of any possible non-compliance with the NSW Code and the NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.

(c) Where the Contractor engages a Subcontractor, the Contractor must ensure that the Approved Subcontract Agreement imposes on the Subcontractor equivalent obligations to those in this clause 20, including that the Subcontractor must at all times comply with, and meet any obligations imposed by, the NSW Code and the NSW Guidelines.

(d) The Contractor must not appoint or engage another party in relation to the Works where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Code or the NSW Guidelines.

20.3 Access and information

(a) The Contractor must maintain adequate records of compliance with the NSW Code and the NSW Guidelines by it, its Subcontractors, consultants and related entities.

(b) The Contractor must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:

(i) enter and have access to sites and premises (or part thereof) controlled by the Contractor, including but not limited to the Site;

(ii) inspect any work, material, machinery, appliance, article or facility;

(iii) access information and documents;

(iv) inspect and copy any record relevant to the Contractor's Activities;

(v) have access to Personnel; and

(vi) interview any person,

as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Code and the NSW Guidelines, by the Contractor, its Subcontractors, consultants and related entities.

(c) The Contractor, and its related entities, must agree to, and comply with, a request from authorised personnel (including personnel of the CCU) for the production of

specified documents by a certain date, whether in person, by post or electronic means.

20.4 Sanctions

(a) The Contractor warrants that at the time of entering into this Contract, neither it, nor any of its related entities, are subject to a sanction in connection with the NSW Code or the NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and the NSW Guidelines apply.

(b) If the Contractor does not comply with, or fails to meet any obligation imposed by, the NSW Code or the NSW Guidelines, a sanction may be imposed against it in connection with the NSW Code or the NSW Guidelines.

(c) Where a sanction is imposed:

(i) it is without prejudice to any rights that would otherwise accrue to the parties; and

(ii) the NSW Government (through its agencies, Ministers and the CCU) is entitled to:

A. record and disclose details of non-compliance with the NSW Code or the NSW Guidelines and the sanction; and

B. take them into account in the evaluation of future procurement processes and responses that may be submitted by the Contractor, or its related entities, in respect of work to which the NSW Code and the NSW Guidelines apply.

20.5 Compliance

(a) The Contractor bears the cost of ensuring its compliance with the NSW Code and the NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Guidelines. The Contractor is not entitled to make any Claim from the Owner or the NSW Government for such costs.

(b) Compliance with the NSW Code and the NSW Guidelines does not relieve the Contractor from responsibility to perform the Contractor's Activities and any other obligation under this Contract, or from liability for any Defect in the Contractor's Activities or from any other legal liability, whether or not arising from its compliance with the NSW Code and the NSW Guidelines.

(c) Where a Contract Variation is proposed, and that Contract Variation may, or may be likely to, affect compliance with the NSW Code and the NSW Guidelines, the Contractor must immediately notify the Owner's Representative of the Contract Variation, or likely change and specify:

(i) the circumstances of the proposed Contract Variation;

(ii) the extent to which compliance with the NSW Code and the NSW Guidelines will be, or is likely to be, affected by the Contract Variation; and

(iii) what steps the Contractor proposes to take to mitigate any adverse impact of the Change (including any amendments it proposes to the WHS Management Plan); and

the Owner will direct the Contractor as to the course it must adopt within 10 Business Days of receiving notice.

21. Confidential Information

21.1 Definitions

In this clause 21:

(a) ASD Certified Cloud Services List means the list located at http://www.asd.gov.au/infosec/irap/certified_clouds.htm (as may be updated from time to time);

(b) Confidential Information means:

(i) the Contract;

(ii) the Design Documentation;

(iii) any other material:

A. produced; or

B. provided, or required to be provided, to the Owner or the Owner's Representative,

under, for the purposes of or in connection with the Contract, the Contractor's Activities or the Works by, for or on behalf of the Contractor (including by Subcontractors);

(iv) without limiting paragraphs (i) - (iii), any document, drawing, information or communication (whether in written, oral or electronic form) given to the Contractor by the Owner (or anyone on the Owner's behalf), whether or not owned by the Owner which is in any way connected with the Contract, the Contractor's Activities or the Works which:

A. by its nature is confidential; or

B. the Contractor knows or ought to know is confidential; and

(v) everything recording, containing, setting out or making reference to the document, drawing, information or communication (whether in written, oral or electronic form) described in subparagraph (ii), including documents, notes, records, memoranda, materials, software, disks and all other media, articles or things;

(c) Cyber Security Events means an identified occurrence of a system, service or network state indicating a possible breach of information security policy or failure of safeguards, or a previously unknown situation that may be security relevant; and

(d) Cyber Security Incident means a single or a series of unwanted or unexpected Cyber Security Events that have a significant probability of compromising business operations and threatening information security.

21.2 Protection of Confidential Information

The Contractor:

(a) acknowledges and agrees that the Confidential Information is confidential;

(b) warrants that it has in place arrangements to ensure that the Confidential Information is dealt with by the Contractor (and each of its Subcontractors and Related Bodies Corporate) strictly in accordance with:

(i) this clause 21, including in respect of the:

A. processing, storage and communication of Confidential Information by electronic or similar means in accordance with clause 21.3;

B. return of Confidential Information in accordance with this clause 21; and

C. destruction of Confidential Information in accordance with this clause 21; and

(ii) any other requirements notified by the Owner (in its absolute discretion); and

(c) must, within 24 hours of a request by the Owner, provide evidence to the Owner of the arrangements referred to under paragraph (b).

21.3 Obligation to keep Confidential Information confidential

The Contractor:

(a) must not, without consent from the Owner (in its absolute discretion):

(i) copy or otherwise reproduce in any form or medium the contents of the Confidential Information (or any part of it) or otherwise cause, permit or allow the Confidential Information (or any part of it) to be copied or reproduced in any form or medium; or

(ii) disclose or use or deal with, the contents of the Confidential Information (or any part of it) or otherwise cause, permit or allow the Confidential Information (or any part of it) to be disclosed, used or dealt with,

for any purpose other than performing the Contractor's Activities;

(b) must:

(i) not store, process or communicate Confidential Information by electronic or similar means using any system that is located outside of Australia (unless that provider is listed on the ASD Certified Cloud Services List or otherwise approved by the Owner);

(ii) ensure that:

A. the Confidential Information; and

B. the Contractor's computing environment (which is used to store, process or communicate Confidential Information via electronic or similar means),

cannot be accessed, configured or administered from outside Australian borders;

(iii) to the maximum extent possible, detect any actual or potential Cyber Security Incident in respect of the Confidential Information;

(iv) immediately notify the Owner's Representative if it becomes aware of any actual or potential Cyber Security Incident in respect of the Confidential Information;

(v) to the extent an actual or potential Cyber Security Incident arises in respect of the Confidential Information, prevent, end, avoid, mitigate or otherwise manage the risk of any adverse effect of that Cyber Security Incident; and

(vi) comply with any other security requirements in respect of the Confidential Information that may be notified by the Owner's Representative,

(together the **Essential Protective Security Requirements**);

(c) must, upon request, provide the Owner with access to the Contractor's premises, records and equipment to enable the Owner to monitor the Contractor's compliance with the Essential Protective Security Requirements;

(d) without limiting this clause 21.3, must ensure:

(i) the Confidential Information and all documents, materials, media and all other things on or in which the Confidential Information (or any part of it) may be recorded, contained, set out or referred to are kept secure and protected at all times from any unauthorised use or access;

(ii) all recipients of Confidential Information (or any part of it) comply with the conditions of confidentiality and security as provided for in this clause 21; and

(iii) all recipients of Confidential Information (or any part of it) do not do or omit to do anything which, if done or omitted to be done by the Contractor, would be a breach of the Contractor's obligations under this clause 21; and

(e) acknowledges and agrees that any breach of the Contractor's obligations under clause 21.2 or 21.3 will constitute a substantial breach of the Contract.

21.4 Return of Confidential Information

(a) Within 5 Business Days of receipt of a request from the Owner at any time, the Contractor must:

(i) subject to paragraph (b), as directed by the Owner:

A. return all copies of the Confidential Information (to the extent the Confidential Information is in a tangible form) to the Owner; or

B. promptly:

1) destroy and erase all copies of the Confidential Information (whether in a tangible or intangible form and whether held by the Contractor, a Subcontractor, a Related Body Corporate or any third party); and

2) provide the Owner with written certification (by way of a statutory declaration from an authorised officer whose identity and position is to be approved by the Owner acting reasonably) that the Confidential Information (whether in a tangible or intangible form and whether held by the Contractor, a Subcontractor, a Related Body Corporate or any

third party) has been securely and appropriately destroyed or erased by the Contractor; and

(ii) notify the Owner of all Confidential Information (or any part of it) which the Contractor knows or ought to know is beyond the Contractor's possession, power, custody or control, giving full particulars (including the nature and extent of the Confidential Information, precise location, entity in possession, custody or control and any security arrangements).

(b) Where required by law, the Contractor may keep one copy of the Confidential Information for its records.

(c) The Contractor acknowledges and agrees that:

(i) the return or destruction of the Confidential Information does not affect the Contractor's obligations under this clause 21; and

(ii) without limiting any other right or remedy of the Owner, if the Contractor has failed to comply with the obligations in this clause 21, the Owner may (in its absolute discretion) take the failure into account in assessing any future registration of interest or tender submitted by the Contractor; and

(iii) the Contractor releases the Owner from all Claims in respect of any costs, expenses, losses or damages incurred or suffered as a result of or in connection with the exercise of any of the Owner's discretions under this clause 21.

21.5 Exceptions to obligations of confidentiality

Nothing in this Contract prohibits the use or disclosure of any Confidential Information by the Contractor to the extent that:

(a) the information has been placed in the public domain otherwise than due to a breach of an obligation of confidentiality by the Contractor;

(b) the disclosure is expressly required by a Statutory Requirement, but the Contractor must use its best efforts to minimise any such disclosure;

(c) the information, to the reasonable satisfaction of the Owner, has been independently developed by the Contractor and without reference to the Confidential Information of the Owner;

(d) the Owner has approved in writing the particular use or disclosure of the Confidential Information; or

(e) it is required by any governmental agency or Minister for any legitimate government purpose or process, including pursuant to the State Records Act 1998 (NSW) or GIPA Act.

21.6 Equitable relief

The Contractor acknowledges that the Owner will be entitled to equitable relief against the Contractor (in addition to any other rights available under this Contractor or at law) if the Contractor breaches any of its obligations under this clause 21.

21.7 Media

The Contractor must not disclose any information concerning the Contract for distribution through any communications media without the Owner's prior written approval. The Contractor must refer to the Owner any enquiries from any media concerning the Contract.

22. Exchange of information between government agencies

(a) The Contractor authorises the Owner, its employees and agents to make information concerning the Contractor and the Contract available to NSW government departments or agencies, including:

(i) any information provided by the Contractor to the Owner;

(ii) any information relating to the Contractor's performance under the Contract; and

(iii) the terms of the Contract.

(b) The Contractor acknowledges and agrees that:

(i) any information about the Contractor from any source, including but not limited to substantiated reports of unsatisfactory performance, may be taken into account by the Owner and NSW government departments and agencies in considering whether to offer the Contractor future opportunities for NSW government work;

(ii) the communication of such information to any NSW government department or agency is a communication falling within section 30 of the Defamation Act 2005 (NSW); and

(iii) the Owner has in place processes for assessing the performance of its suppliers, that these processes will apply to the Contractor's performance under the Contract and that it will participate in the Owner's "Contractor Performance Reporting" process.

23. Public Access to Government information

(a) Without limiting clause 22, the Contractor acknowledges that the Owner may disclose the Contract (and information concerning the terms of the Contract) under or in accordance with any one or more of the following:

(i) the GIPA Act; and

(ii) to satisfy the disclosure requirements of the New South Wales Auditor General or to satisfy the requirements of Parliamentary accountability,

and the Contractor must provide to the Owner any other information which the Owner reasonably requires to comply with its obligations under this paragraph (a).

(b) If the Owner is required to include a copy of the Contract in the government contracts register pursuant to the GIPA Act:

(i) the Owner will not disclose Annexure A but may disclose the remainder of the Contract;

(ii) if the Contractor considers that the Owner should not disclose any other provisions of the Contract on the basis that their disclosure would fall within section 32(1) of the GIPA Act, the Contractor must within 10 Business Days of the Award Date give the Owner written notice of:

A. any provisions of the Contract it believes should not be disclosed for the reasons set out in section 32(1) of the GIPA Act; and

B. details of:

1) the reasons why the provisions should not been disclosed,

2) whether the provisions can be disclosed at a later date and, if so, when it is likely that they can be disclosed, and

3) a general description of the types of provisions that the Contractor proposes should not be disclosed; and

(iii) in complying with its disclosure obligations under the GIPA Act, the Owner will consider, but will not be bound by, any proposal made by the Contractor under paragraph (ii).

24. Privacy

(a) Without limiting the Contractor's obligations under any other provision of this Contract, the Contractor must comply with all Privacy Obligations as if it were a public sector agency.

(b) The Contractor must ensure that when it collects, uses, discloses or transfers Personal Information in the course of performing its obligations under this Contract, it complies with all the Privacy Obligations.

(c) Without limiting the generality of clauses 24(a) and 24(b), the Contractor must:

(i) only use such Personal Information for the purpose of performing its obligations under this Contract or as required by a Statutory Requirement;

(ii) not disclose any such Personal Information without the prior written consent of the Owner or the person to which the Personal Information relates or as required by Statutory Requirement;

(iii) ensure that no person engaged by the Contractor who has access to such Personal Information uses, discloses or retains such Personal Information except for the purposes of performing that person's duties of engagement;

(iv) take all reasonable steps to protect any such Personal Information from misuse and loss and from unauthorised access, modification or disclosure;

(v) comply with all reasonable requests or directions of the Owner concerning:

A. the security, use and disclosure of such Personal Information;

B. access to and correction of any such Personal Information by the individual to whom it relates; and

C. any complaints about the handling of such Personal Information;

(vi) notify the Owner as soon as reasonably practicable after the Contractor becomes aware that it may be required by a Statutory Requirement to use or disclose any such Personal Information, and provide all reasonable assistance requested by the Owner to resist or object to such use or disclosure;

(vii) notify the Owner as soon as reasonably practicable after the Contractor becomes aware of any breach of this clause 24; and

(viii) on the expiry or termination of this Contract any reason, destroy or otherwise deal with any such Personal Information in accordance with the reasonable directions of the Owner.

25. Contractor representations, warranties and acknowledgments

25.1 Probity warranties

The Contractor represents and warrants that:

(a) it will act honestly and fairly when carrying out its obligations under this Contract and when dealing with third parties in relation to the carrying out of the obligations under this Contract;

(b) it will be ethical and impartial when carrying out its obligations under this Contract and when dealing with third parties in relation to the carrying out of the obligations under this Contract; and

(c) it will act honestly, fairly and impartially in relation to all potential subcontractor and suppliers of goods or services to the Owner.

25.2 General representations and warranties

The Contractor represents and warrants that:

(a) if it is a corporation, it is a corporation limited by shares under the Corporations Act 2001 (Cth);

(b) it has full legal capacity to enter into this Contract and to do all things which can be reasonably contemplated as being required by this Contract;

(c) all necessary action has been taken by the Contractor to enter into this Contract and to render this Contract binding on and legally enforceable against the Contractor in accordance with its terms;

(d) the Contractor is not aware of any act, matter, thing or circumstance by reason of which the Contractor is not able to perform its obligations under this Contract;

(e) it is not a trustee of any trust and none of the assets of the Contractor used or to be used in undertaking its obligations under this Contract are held on trust for the benefit of any person;

(f) the obligations under this Contract will be carried out in a proper, competent and professional manner with due skill, care and attention by appropriately qualified and licensed Personnel of the Contractor;

(g) it will not do or permit to be done anything which might damage the name or reputation of the Owner or result in the Owner unreasonably being subjected to adverse public criticism or becoming the subject of any official investigation;

(h) it will not engage in any conduct that is illegal, defamatory, obscene, false, misleading or deceptive or likely to mislead or deceive;

(i) it has not entered into any licence, agreement, arrangement or understanding with any person which conflicts with the obligations of the Contractor under this Contract; and

(j) any information supplied to the Owner by the Contractor at any time is true and correct and not misleading in any material particular.

25.3 Contractor acknowledgments

(a) The Contractor acknowledges that, except as expressly provided by this Contract, no representation, warranty or advice of any kind has been or is given by or on behalf of the Owner or any of its Personnel, in respect of the accuracy, completeness or current application of any information, data or material provided on or before the Award Date to the Contractor or its Personnel in respect of the Contractor's Activities by the Owner or any it Personnel.

(b) Other than as expressly provided by this Contract, neither the Owner nor any of its Personnel will be liable to the Contractor as a result of:

(i) any inaccuracy, omission, unfitness for any purpose or inadequacy or incompleteness of any kind whatsoever in the information, data or material provided on or before the date of this Contract to the Contractor or its Personnel; or

(ii) any failure to make available to the Contractor any information, data, material or other information relating to the Contractor's Activities.

25.4 Reliance

The Contractor acknowledges that the Owner has executed this Contract in reliance on the representations, warranties and acknowledgments that are made in this clause 25.

26. Continuing Representations

26.1 Repetition of representations, warranties and acknowledgments

The representations, warranties and acknowledgments in clause 26 are taken to be made on the Award Date and throughout the Contract period until the end of the Defects Liability Period.

26.2 Information

The Contractor must immediately inform the Owner in writing of any matter, whether connected with the undertaking of its obligations under this Contract or otherwise, which gives rise to or is likely to give rise to any representation or warranty contained in this Contract being or becoming incorrect at any time during the Contract period.

Schedule 1 - Contract Particulars

Clause 1 - Glossary of Terms

CEOs to conduct negotiations for resolution of disputes and differences: (Clause 1.1)	Owner: Tony Eid Contractor: Michael Musarra
Completion – conditions precedent to Completion: (Clause 1.1)	None
Contractor: (Clause 1.1)	A W Edwards Pty Limited (ABN 76 000 045 849)
Contractor's Representative: (Clause 1.1)	Steven Browne
Date for Completion: (Clause 1.1)	Separable Portion 1: 5 August 2016 Separable Portion 2: 25 July 2017 Separable Portion 3: 21 July 2017 Separable Portion 4: 11 September 2017
Defects Liability Period: (Clause 1.1)	In relation to the RFM Works - 5 years In relation to all other aspects of the Works - 12 months
Design Contingency Fee (Clause 1.1)	[redacted]
Management Fee Percentage for adjustment to Management Fee: (Clause 1.1)	[redacted]
O&P Percentage for adjustment to Overheads and Profit Fee: (Clause 1.1)	[redacted]
Owner: (Clause 1.1)	Sydney Trains (ABN 38 284 779 682)
Owner’s Design Consultant: (Clause 1.1)	Jacobs Group (Australia) Pty Limited ABN 37 001 024 095
Owner's Representative: (Clause 1.1)	Andrew Parker
Owner's Risks - other events: (Clause 1.1)	None

Project Plans: (Clause 1.1)	Delivery Phase Management Plan in Annexure I
Selected Subcontractors (Clause 1.1)	As advised by the Owner from time to time
Senior Managers to conduct negotiations for resolution of disputes and differences: (Clause 1.1)	Owner: Matt McInnes Contractor: Chris Mulvey
Separable Portions of the Works: (Clause 1.1)	Separable Portion 1, 2, 3 and 4, of which a brief description of each is contained in Annexure T.
Site: (Clause 1.1)	The 'Rail Operations Centre' as shown in the Site Plan at Annexure E and the 'new accommodation site' (as identified in Annexure U) in respect of the Contractor's Activities set out in clause 2.1B(l) and (m).
Works: (Clause 1.1)	A building to accommodate a fully operational rail operations centre that includes car parking, offices, meeting spaces, a control room over two levels and other functional areas (including space for a new fire station) and services mains works to Green Square.

Clause 2 - Commencement

Preconditions to Site Access: (Clause 2.2(a)(i))	Compliance by the Contractor with clauses 2.4, 4.1, 5.4 and 8.19(g)
Date for access to Site: (Clause 2.2(a)(ii))	28 March 2016 for 'new accommodation site' (as identified in Annexure U) in respect of the Contractor's Activities set out in clause 2.1B(l) and (m); and 1 August 2016 for the 'Rail Operations Centre' (as identified in Annexure E).

Clause 3 - Personnel

Contractor's Key People:
(Clause 3.6(a))

Person	**Position**
Steven Browne	Project Manager
Stephen Chamberlain	Contract Manager
Colin Danby or Andrew Merchant	Site Manager

Paul Maher	Senior Project Manager
David Oliver	Design Manager
Phillip Ruddock	Services Design & Commissioning Manager
Barry Murphy	Contracts Administrator
Kenny Smith	QHSE Manager
Jim Tsikellis	Trade Co-Ordinator
Anthony Kellie	General Foreman
Con Sotirapoulis	Structures Foreman

Clause 4 - Security

Security to be Provided by the Contractor: (Clause 4.1)	Amount and Form: Security is required in the form of Approved Security as three separate unconditional undertakings for the following amounts: [redacted] [redacted] [redacted]
Parent Company Guarantor: (Clause 4.4)	Not applicable

Clause 5 - Risks and Insurance

Insurance Policies Required to be Effected by the Contractor: (Clause 5.4)	**Works Insurance** Amount of cover: $60 million **Public Liability Insurance** Amount of cover: $100 million in respect of any one occurrence. **Workers Compensation Insurance** Amount of Cover: $ Unlimited **Professional Indemnity Insurance** Amount of Cover: $10,000,000 and, if there is an Accepted GCS Offer, $20,000,000 **Insurance for Plant and Equipment:** For the replacement or reinstatement value

Period for Maintenance of Professional Indemnity Insurance (Clause 5.6(c))	7 years

Clause 6 - Design and Documentation

Documents and Number of Copies to be Provided by the Owner to the Contractor: (Clause 6.1)	Document Copies All hard copies, AutoCad files and PDF copies for all consultant design documents. Number of copies of documents to be provided to Contractor is 3 hard copies and one soft copy.
Number of Copies of, and requirements for, Design Documentation to be Submitted by the Contractor to the Owner: (Clause 6.5)	3 hard copies and 1 soft copy
Order of precedence of documents in the case of any ambiguity, discrepancy or inconsistency: (Clause 6.11)	1. Formal Agreement 2. Conditions of Contract 3. Contract Particulars 4. Owner's Project Requirements (excluding any specifications contained within the Owner's Project Requirements) 5. Any specifications contained within the Owner's Project Requirements 6. Owner's Design Documents 7. Any other documents forming part of the Contract

Clause 7 - The Site

Land to which Owner has Procured Access for Contractor other than the Site: (Clause 7.13)	Not applicable
Separable Portions for Which Release Required: (Clause 7.13(d))	Not applicable

Clause 8 - Construction

Existing Approvals and Other Approvals Which the Owner is to Obtain: (Clause 8.3)	Development Approval
Statutory Requirements which the Contractor does not Need to Comply with: (Clause 8.3(a))	As specified as the Owner being the owner of the control measure as set out in Annexure L (Development Approval Matrix)
Approved Subcontract Tender List for piling work: (Clause 8.5(f))	Wagstaff piling: http://www.wagstaffpiling.com.au/ Tim.mcgrath@wagstaffpiling.com.au Att; Tim McGrath Ph: 9622 7099 Vibropile: http://www.vibropile.com.au/ aunderwood@vibropile.com.au Att: Alex Underwood Keller Piling Ph: 8866 1177 MGI Piling: http://www.mgipiling.com.au/ Michael@mgipiling.com.au Att: Michael Isaac Ph: 9625 0160
Separable Portions for which Warranty Required: (Clause 8.6)	Separable Portions 1 and 4.
Warranties Required to be Procured by the Contractor from Subcontractors and Provided to the Owner: (Clause 8.6)	As directed by Owner in tendering of Subcontracts pursuant to clause 8.5A
Separable Portions for Which Survey Required as Conditions Precedent to Completion: (Clause 8.9)	Separable Portions 1 and 4
Working Hours for Contractor's Activities on Site: (Clause 8.18)	On Business Days only, unless otherwise approved by the Owner, and hours in accordance with the Development Approval

Clause 9 - Quality

Timing for submission of Project Plans (Clause 9.1A)	15 Business Days after the Award Date

Quality Management System to be Implemented by Contractor: (Clause 9.2)	ISO 9001
Period by Which Defects Liability Period will be Extended Following Rectification of a Defect or Completion of a Contract Variation to Overcome a Defect: (Clause 9.11)	12 months

Clause 10 - Time

Dates for Completion for 6 day working week: (Clause 10.2A)	Separable Portion 1: 29 July 2016 Separable Portion 2: 23 June 2017 Separable Portion 3: 21 June 2017 Separable Portion 4: 07 August 2017
Maximum Intervals Between Construction Program Updates by Contractor: (Clause 10.2(b))	One month
Additional cause of delay entitling Contractor to claim an extension of time: (Clause 10.5(a) and 10.7(e))	(a) Inclement weather and the effects thereof (b) An industry-wide industrial dispute affecting not only the Site but also construction sites other than those under the control of the Contractor (c) The discovery of a Latent Condition in accordance with clause 7.1 (d) A change in a Statutory Requirement after the Award Date, as contemplated by clause 8.4
Cap on delay costs (Clause 10.11)	[redacted] per day prior to and on the Date of Completion of Separable Portion 1. [redacted] per day after the Date of Completion of Separable Portion 1.

Clause 12 - Payment

Times for Submission of Payment Claims by the Contractor to Owner: (Clause 12.2(a))	On the last day of each month after the Award Date or where that day is not a Business Day, the next Business Day
Interest Rate on Overdue Payments: (Cause 12.13)	CBA 90 day bank bill rate

Clause 13 - Completion

Separable Portions for which Building Commissioning and Witness Test Plan must be prepared (Clause 13.1B)	Separable Portions 1 and 4
Liquidated Damages Payable by Contractor when Date of Completion Occurs after Date for Completion: (Clause 13.8)	[redacted] per day for each Separable Portion
Maximum Amount of Liquidated Damages Payable by Contractor Per Day: (Clause 13.8)	[redacted]

Clause 14 - Termination

Delay by Owner in Providing Access Which Will Entitle Contractor to Give a Notice Under Clause 14.4: (Clause 14.3)	20 Business Days

Clause 16 - Notices

Time for Initial Notices: (Clause 16.1(c) and 16.3(a))	5 Business Days (5 Business Days if not otherwise stated)
Time for Claims: (Clauses 16.1(d) and 16.3(b))	5 Business Days (5 Business Days if not otherwise stated)
Address for the Giving or Serving of Notices upon: (Clause 16.7)	**Owner:** Level 13 South 477 Pitt Street, Sydney 2000 **Contractor:** Level 1 131 Sailors Bay Road Northbridge NSW 2063 Phone: 02 9958 1474 Facsimile: 02 9958 6208

Annexure A - Management Fee and Cashflow Schedule

(Clause 1.1)

1. Management Fee and Overheads and Profit Fee

1.1 Management Fee

The Contractor has allowed in its pricing of the Management Fee for all Site related personnel and other resources (including preliminaries / on-site overheads) necessary for the full and proper execution of the Contractor's Activities to ensure completion of the Works in accordance with the Contract.

No additional amount will be payable by the Owner for the provision of the Contractor's own employees or associated plant and equipment in excess of the sums payable to Subcontractors as part of the Actual Construction Sum, unless previously agreed in writing with the Owner under clause 8.5M.

Attendance

The Management Fee amount includes:

(a) all attendance by the Contractor on all Subcontractors;

(b) provision of a competent project manager, commercial manager and site manager with appropriate qualifications and extensive experience in the management of significant and highly technical construction projects equivalent to the Works and a proven work history of successfully delivering projects in terms of design, time, cost and quality;

(c) provision of all other necessary project staff, including staff experienced in co-ordinating, organising, supervising and giving competent direction concerning the Works;

(d) provision of site labour to facilitate a safe and timely carrying out of the Works on Site including meeting high standards of quality and integrity in the Works, including but not limited to:

    (i) regular Site cleaning;

    (ii) providing clean, clear and safe areas of work for trades;

    (iii) carrying out sundry works, including "labouring" work to facilitate trade works, in particular the proper commencement of "following trades" (eg: cleaning out and making ready wet area set-downs for the installation of waterproof membrane systems);

    (iv) ensuring safe access and egress and a healthy and safe work environment;

    (v) general labouring duties; and

    (vi) all necessary small tools, safety provisions and equipment;

(e) supervising, coordinating, organising and directing the carrying out of the whole of the Works, including off-site works and the work of all Subcontractors and suppliers including but not limited to:

    (i) providing program information and ensuring that the Construction Work is carried out in proper sequence;

    (ii) attending to the receipt and detailed assessment of all Subcontractor payment claims, payments, variations and all other claims under the Approved Subcontract Agreements;

(iii) ensuring standards and specification details required by the Contract are adhered to by the Subcontractors;

(iv) providing details of location and setting out requirements;

(v) taking delivery, checking for defects, faults and coordinating any make good, repair and/ or replacements as necessary;

(vi) sanitary and messing accommodation and other required facilities;

(vii) provision of covered space for Plant, Equipment and Work and storage of materials;

(viii) affording all reasonable facilities for the proper carrying out the Construction Work; and

(ix) taking responsibility for protecting existing property and all finished work during the Contractor's Activities.

Other preliminary items

For clarification, the following items are also included in the Management Fee:

(a) provision of copies of the Owner's Design Documents and where necessary the Design Documentation, to the Subcontractors necessary for completion of the Construction Work including photocopying and plan printing;

(b) provision of all Site security including:

(i) security personnel or services;

(ii) perimeter site fencing, related fencing and security measures to the Site, including to compounds. The site fencing is to include access gates, maintenance, alterations, locks/keys and removal from Site; and

(iii) temporary screens or fencing, including those dividing the Works from all retained property, protected vegetation and external spaces, as necessary;

(c) provision of survey activities which includes:

(i) dilapidation report under clause 2.4 of the Conditions of Contract and records of existing property and the like;

(ii) survey and setting out of Works including instrumentation;

(iii) conducting an 'as built' survey; and

(iv) any survey requirements identified in the Development Approval;

(d) provision of existing services survey which includes the Contractor identifying existing services and verifying the existing services survey provided by the Owner to the Contractor for information only;

(e) provision of signs and sign boards including project sign board and miscellaneous signs and signwriting;

(f) provision of temporary screens and barriers for dust proofing and as delineation between work areas and occupied spaces. This will include painting, moving, re-erection and removal of temporary screens and barriers;

(g) construction of or hire of temporary offices and sheds which includes site offices, meeting rooms, sheds for workers, lunch rooms, storage and ablutions facilities and facilities for the Owner's Representative. These activities include establishment, alterations, moving and removal of the temporary offices and sheds from Site;

(h) provision of Site communications, including (as necessary):

(i) walkie-talkie system;

(ii) telephone system with extensions;

(iii) internet (for Aconex use);

(iv) mobile phones;

(v) a fax machine;

(vi) all cost of hire and all call costs; and

(vii) other Site communication devices as necessary;

(i) provision of safety and first aid, including:

(i) safety officer(s) and PPE;

(ii) first aid officer(s), materials, equipment / facilities;

(iii) fire safety including hand extinguishers; and

(iv) all other necessary safety / first aid items;

(j) the Contractor's sundry expenses, including:

(i) petty cash;

(ii) stationery;

(iii) office equipment and furniture;

(iv) computer system;

(v) expenses relating to plan printing, photography and film;

(vi) parking fees;

(vii) couriers;

(viii) miscellaneous transport costs; and

(ix) all other sundry expenses;

(k) the Contractor's requirement to protect existing property. This requirement includes the Contractor protecting existing footpaths, kerb/gutters, roads, adjacent property, Site services and the like, including those that are not required to be replaced or altered in connection with the Works; and

(l) allowance for all costs of identifying, managing and rectifying Defects and ensuring timely completion in accordance with the Contract.

Exclusions

The following items are excluded from the Management Fee however these items will form part of the Construction Work and the Actual Construction Sum:

(a) craneage, hoisting, scaffolding and hoardings;

(b) bin hire and waste removal;

(c) temporary services to facilitate construction of the Works including power (reticulation and supply / usage), sewerage, water and stormwater;

(d) traffic control including the provision of personnel, vehicles, temporary signals equipment and temporary signs;

e) fees and permits, in relation to:

(i) hoarding, construction zone, pavement crossing and crane permit fees (including airport authority approval and jib over-sail approval for neighbouring properties); and

(ii) Authorities' fees.

The excluded items from the Management Fee noted above must be included in the Contractor's GCS Offer as part of the proposed guaranteed construction sum.

SUBTOTAL – MANAGEMENT FEE

Pre-Construction Stage [redacted]**)**

Construction Stage [redacted]

The Management Fee is a fixed lump sum amount and is not subject to any adjustment for rise and fall.

1.2 Overheads and Profit Fee

The Overheads and Profit Fee is not subject to any adjustment for rise and fall.

SUBTOTAL – OVERHEADS AND PROFIT FIXED LUMP SUM FEE

Pre-Construction Stage **$Nil**

Construction Stage [redacted]**)**

TOTAL MANAGEMENT FEE + OVERHEADS AND PROFIT FEE [redacted]

3

BEST & FINAL OFFER

ROC Project: Managing Contractor - Fee Breakdown	
FEE DESCRIPTION	**$ Total**
MANAGEMENT FEE *(refer to the Conditions of Contract clause 2 (c) and as defined in Annexure A)*	
for the Preconstruction Stage (expressed as a lump sum, excluding GST):	[redacted]
for the Construction Stage (expressed as a lump sum, excluding GST):	[redacted]
Sub-total	[redacted]
OVERHEADS & PROFIT FEE *(refer to the Conditions of Contract clause 2 (d))*	
for the Preconstruction Stage (expressed as a lump sum, excluding GST):	INCLUDED.
for the Construction Stage (expressed as a lump sum, excluding GST):	[redacted]
Sub-total	[redacted]
TOTAL: MANAGEMENT FEE AND OVERHEADS & PROFIT FEE	[redacted]
AGREED DAMAGES *(refer to the Conditions of Contract clause 10.11 and the Contract Particulars)*	
for the Preconstruction Stage (rate per business day, excluding GST):	[redacted]
for the Construction Stage (rate per business day*, excluding GST):	[redacted]
*The tenderer may submit multiple rates for different phases of the Construction Work eg: where the on site overheads for those phases are significantly different.	
DESIGN CONTINGENCY FEE *(refer to the Conditions of Contract clause 1.1 and clause 2 (i))*	1.00%
POTENTIAL VARIATIONS (refer to Cost Plan)	
MANAGEMENT FEE *(refer to the Conditions of Contract clause 2 (c) and as defined in Annexure A)*	
Tenancy Furnture Fittings and Equipment (FFE) requirements	[redacted]
Additional floor to the building (support floor)	[redacted]
FFE to the additional floor to the building (support floor)	[redacted]
Sub-total	[redacted]
OVERHEADS & PROFIT FEE *(refer to the Conditions of Contract clause 2 (d))*	
Tenancy Furnture Fittings and Equipment (FFE) requirements	[redacted]
Additional floor to the building (support floor)	[redacted]
FFE to the additional floor to the building (support floor)	[redacted]
Sub-total	[redacted]

ROC PROJECT: MANAGEMENT FEE BREAKDOWN & SCHEDULE OF RATES				
Description	**Quantity**	**Unit**	**$ Rate**	**$ Total**
The Contractor shall prepare an itemised fee breakdown (in buildsoft) showing calculations in arriving at the total amounts listed below:				
CONTRACTORS STAFFING RESOURCES				
Pre-Construction Stage - 12 Weeks /5day work weeks in accordance with "Rail Operations Centre Preliminary Construction Programme (For Tender)" Dated 9/11/15				
Senior Project Manager	30	days	[redacted]	
Project Manager	60	days		
Design Manager	30	days		
Contracts Manager	60	days		
for the Construction Stage (expressed as a lump sum, ex	[redacted]	days		
Services Engineer	20	days		
Site Manager	60	days		
Program Establishment	1	item		
Office Costs and Consumables	1	item		
Traffic Consultant, QS and SiD Fees	1	item		
Construction Stage - 72 Weeks /5day work weeks in accordance with "Rail Operations Centre Preliminary Construction Programme (For Tender)" Dated 9/11/15				
Senior Project Manager	34 weeks / 50% time allocation over duration of project.	week		
Project Manager	68 weeks / 100% time allocation over duration of project.	week		
Site Manager	68 weeks / 100% time allocation over duration of project.	week		
Design Manager	20 weeks / 30% time allocation over duration of project.	week		
Contract Manager	20 weeks / 30% time allocation over duration of project.	week		
Contracts Administrator	68 weeks / 100% time allocation over duration of project.	week		
Cost Planner	8 weeks / 50% time allocation when GCS is called.	Included - Head Office Overhaed		
QHSE Manager	15 weeks / 20% time allocation for duration of project.	Included - Head Office Overhaed		

Services design and Commissioning Manager	12 weeks / 15% time allocation over duration of project.	week	[redacted]	
Services Coordinator	68 weeks / 100% time allocation over duration of project.	week		
Trade Coordinators	124 weeks / 100% time allocation to project when required.	week		
QHSE Coordinator	15 weeks / 20% time allocation for duration of project.	week		
Foremen	136 weeks / 100% time allocation to project when required.	week		
Apprentice	56 weeks / 100% time allocation to project.	week		
Site Safety Officer and Employee Representative	68 weeks / 100% time allocation over duration of project.	week		
Cadet	68 weeks / 100% time allocation over duration of project.	week		
Construction Worker (CW2 - Labourer)	68 weeks / 100% time allocation over duration of project.	week		
Construction Worker (CW2 - Labourer)	35 weeks / 100% time allocation over duration of project.	week		
Additional Allowances for overtime for wages staff		item		
Subtotal Labour and Supervision				
PRELIMINARIES ITEMS				
Site Establishment				
Dilapidation Survey	1	item	[redacted]	
Fencing, Gates and Protect existing buildings	1	item		
Survey and services Scanning	1	item		
Noticeboard and Site Signage	1	item		
Site Facilities and Temporary Services				
Project Office including fitout and furniture	1	item		
Site Accomodation including transport and dismantle	1	item		
Temporary Fire Protection, Site Communications and Nurse Call				

Temporary Webcam, Security and CCTV.			[redacted]	
Project Consumables				
Site Office consumables	1	item		
IT Equipment and Supplies	1	item		
Phone and Internet Equipment and Usage	1	item		
Site Printing and Copying inluding equipment	1	item		
Plan Printing	1	item		
Couriers	1	item		
Breathalyser kiosk and supplies	1	item		
First Aid Equipment and PPE	1	item		
Vehicles Travel and Parking	1	item		
Amenities Cleaning and Supplies	1	item		
Program Maintenance	1	item		
Insurances and bank Guarantees(Adjusted to reflect revised trade budget)	1	item		
Small Tools	1	item		
OTHER PRELIMINARIES ITEMS				
Preparation of Bills of Quantities for trade letting	1	item		
TOTAL MANAGEMENT FEE (excluding Fees for Variations)				

Cash Flow ROC

Annexure B - Development Approval

(Clause 1.1)

[The Development Approval will be provided on completion of the REF.]

Annexure C - GCS Agreement Conditions

(Clause 1.1)

[*Note: The Owner will forward its contract with the Owner's Design Consultant to the Contractor on or about the time of requesting a GCS from the Contractor*]

1. Design

Insert the following clauses 6.1A and 6.1B:

6.1A Novation of Owner's Design Consultant

The Contractor agrees that it will accept novation of the agreement between the Owner and the Owner's Design Consultant by:

(a) promptly executing a deed of novation in the form at Annexure K (completed with all relevant particulars) for the Owner's Design Consultant; and

(b) thereafter having the Owner's Design Consultant complete the design of the Works.

For the purpose of effecting such novation only, the Contractor hereby irrevocably appoints the Owner's Representative to be the Contractor's attorney with authority to execute such documents as are necessary to give effect to the novation and to bind the Contractor accordingly.

6.1B Responsibility for design

(a) The Contractor acknowledges that it will bear and continue to bear full liability and responsibility for the design and construction of the Works in accordance with this Contract (including the risk of any Defects which may arise (whether directly or indirectly) as a result of or in any way in connection with any design work prepared by the Owner's Design Consultant prior to there being an Accepted GCS Offer), and that this will not affect its obligations to complete the Works in accordance with this Contract or thereafter its obligations during the Defects Liability Period, notwithstanding any one or more of the following:

(i) that substantial design work has been carried out by or on behalf of the Owner prior to the Contractor's GCS Offer being accepted by the Owner;

(ii) that the Contractor has entered into a novation of any prior contract between the Owner and the Owner's Design Consultant under clause 6.1A and thereafter has retained that consultant in connection with the Contractor's Activities; and

(iii) the Contractor having adopted the Owner's Design Documents in their current form.

(b) The Contractor:

(i) warrants that it has carefully examined the Owner's Design Documents and warrants that the Owner's Design Documents are suitable, appropriate and adequate for the intended purpose of the Works; and

(ii) must carry out and complete all tasks necessary to design and specify the Works, including preparation of the Design Documentation and developing the Owner's Design Documents;

(iii) must produce Design Documentation which:

A. complies with the Contract, including the Owner's Project Requirements;

B. complies with all applicable Statutory Requirements;

C. is suitable for the Site;

D. is fit for the intended purpose of the Works; and

E. minimises the Actual Construction Sum as much as possible; and

(iv) must manage the Owner's Design Consultant in the development of the Design Documentation.

Replace clause 6.2 with the following:

6.2 Contractor's design

The Contractor must:

(a) design the Works and for this purpose prepare all relevant Design Documentation;

(b) as part of the Construction Program, submit to the Owner's Representative for approval a documentation program which makes allowance for the Design Documentation to be submitted to the Owner's Representative in a manner and at a rate which will give the Owner's Representative a reasonable opportunity to review the Design Documentation within the period of time within which the Owner's Representative may review the Design Documentation under clause 6.3; and

(c) submit the Design Documentation it prepares to the Owner's Representative in accordance with the documentation program approved by the Owner's Representative under paragraph (b).

Replace clause 6.6 with the following:

6.6 Fitness for purpose

The Contractor warrants that:

(a) the Design Documentation will be fit for its stated purpose; and

(b) upon Completion the Works or each Separable Portion will be fit for their intended purpose.

2. Provisional Sums

Insert new definition in clause 1.1:

Provisional Sum Work

The work or goods so described in the Accepted GCS Offer for which the sum of money referred to in the Accepted GCS Offer is included in the Guaranteed Construction Sum.

Insert new clause 8.5Q:

8.5Q Provisional Sum Work

(a) For each item of Provisional Sum Work, the Owner's Representative will give the Contractor an instruction either deleting that item of Provisional Sum Work from the Contract or requiring the Contractor to proceed with the relevant work.

(b) If any item of Provisional Sum Work is deleted from the Contract, the Guaranteed Construction Sum will be reduced by the amount allowed for the item of Provisional Sum Work in the Accepted GCS Offer.

(c) If the Contractor is given an instruction to proceed with an item of Provisional Sum Work:

(i) the item of Provisional Sum Work will form part of the Construction Work to be carried out under clause 8;

(ii) the Guaranteed Construction Sum will be reduced by the amount allowed for the item of Provisional Sum Work in the Accepted GCS Offer;

(iii) the Contractor will be entitled to any Actual Construction Sum relating to the item of Provisional Sum Work in accordance with the provisions of the Contract; and

(iv) the Guaranteed Construction Sum will be increased by the Actual Construction Sum payable to the Contractor with respect to the item of Provisional Sum Work.

(d) If the Contractor has not received an instruction from the Owner's Representative regarding whether an item of Provisional Sum Work is to be carried out or deleted from the Contract, it must give the Owner's Representative written notice within sufficient time for the Contractor to properly procure and carry out the Provisional Sum Work in order to achieve Completion of each Separable Portion by the relevant Date for Completion if the instruction were given to carry out the item of Provisional Sum Work.

Annexure D - Subcontractor Statement

(Clause 12.16)

Statutory Declaration	Oaths Act (NSW) Ninth Schedule
I,.....……	*insert full name of Declarant*
of	*insert address*
do solemnly and sincerely declare that:	
1. I am the representative of: .....(ABN……) ("the **Contractor**")	*insert name of Contractor, and ABN if applicable*
in the Office Bearer capacity of: .....……	*insert position title of Declarant*
2. The Contractor has a contract with the [ ]: .....… ("the **Contract**")	*Insert name of Principal* *insert name of Contract*
3. I personally know the facts which I have set out in this declaration.	
4. All employees who have at any time been engaged by the Contractor for work done under the Contract: (a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and (b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation, with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below: Employee: Amount unpaid or not accrued:	*insert names and addresses of the unpaid employees, the amounts unpaid, and whether in respect of wages, allowances, holiday pay, long service leave payments and superannuation entitlement etc.*
5. Attached to and forming part of this declaration, as Annexure A, is a supporting statement for the purposes of section 13(7) of the Building and Construction Industry Security of Payment Act 1999 (NSW).	

6. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.

7. The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding $25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

   (a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors;

   (b) that all their employees and subcontractors, as at the date of the making of such a declaration:

      (i) have been paid all remuneration and benefits due and payable to them by; or

      (ii) had accrued to their account all benefits to which they are entitled from;

      the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding $25,000 at their commencement) in respect of any work under the Contract; and

   (c) of details of any amounts due and payable or benefits due to be received or accrued described in 7(b) above which have not been paid, received or accrued,

   except for the following subcontractors to the Contractor who have failed to provide such a declaration:

   Subcontractor: Due amount unpaid:

   .....
   .....
   .....
   .....
   .....
   .....
   .....
   .....

8. Where a subcontractor to the Contractor has provided a declaration as in 7 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:

   Employee, subcontractor or supplier: Amount unpaid or not accrued:

   .....
   .....
   .....
   .....
   .....
   .....

insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this claim

9. In relation to the statutory declaration provided by each subcontractor to the

Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.

10. Attached to and forming part of this declaration, as Annexure B, is a "Subcontractor's Statement" given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987 (NSW), Payroll Tax Act 2007 (NSW) and Industrial Relations Act 1996 (NSW) which is a written statement:

    (a) under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;

    (b) under section 18(6) of schedule 2 of part 5 of the Payroll Tax Act 2007 in the form and providing the detail required by that legislation; and

    (c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.

insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them.

11. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.

12. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:

    (a) given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987 (NSW), the Payroll Tax Act 2007 (NSW) and the Industrial Relations Act 1996 (NSW) ("Acts"); and

    (b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.

13. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 (NSW).

Declared at

this ……. …day
of ……
.20

Before me:

Signature of person before whom the declaration is made	Signature of declarant

Full name and qualifications of person before whom the declaration is made

And as a witness, I certify the following matters concerning the person who made this declaration (**declarant**):

*[*strike out the text that does not supply]*

1. *I saw the face of the declarant.

   OR

   *I did not see the face of the declarant because the declarant was wearing a face covering, but I am satisfied that the declarant had a special justification for not removing the covering.

2. *I have known the declarant for at least 12 months.

   OR

   *I confirm the declarant's identity using the following identification document:

   Identification document relied on (may be original or certified copy)

Signature of person before whom the declaration is made

Declared at

this ……. …day
of ……
.20

Before me:

Signature of person before whom the declaration is made	Signature of declarant
Full name and qualifications of person before whom the declaration is made	

* *The declaration must be made before one of the following persons:*

- *where the declaration is sworn within the State of New South Wales:*

  (i) a justice of the peace of the State of New South Wales;

  (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or

  (iii) a notary public.

- *where the declaration is sworn in a place outside the State of New South Wales:*

  (i) a notary public; or

  (ii) any person having authority to administer an oath in that place.

Note: From 30 April 2012 new requirements to confirm the identity of the declarant became mandatory in NSW. Witnesses must certify that they have seen the face of the declarant and either that they have known the declarant for more than 12 months, or confirmed their identity by sighting an approved identification document. For more detail see Affidavits and Statutory Declarations – How to administer an oath, affirmation or declaration in NSW (100086819).

Annexure A

Supporting statement by head contractor regarding payment to subcontractors

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this statement, the terms “principal”, “head contractor”, “subcontractor”, and “construction contract” have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act 1999*.

Head contractor: [*business name of head contractor*]

ABN: [[*ABN*]

* 1. has entered into a contract with:[*business name of subcontractor*]

ABN: [*ABN*]

Contract number/identifier: [*contract number/identifier*]

OR

* 2. has entered into a contract with the subcontractors listed in the attachment to this statement.

* [*Delete whichever of the above does not apply*]

This statement applies for work between [*start date*] and [*end date*] inclusive (the construction work concerned), subject of the payment claim dated [date].

I,[*full name*], being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors have been paid (not including any amount identified in the attachment as an amount in dispute).

Signature: …… Date: ……

Full name: …… Position/Title: ……

Penalties

The *Building and Construction Security of Payment Act 1999* provides that:

> Section 13(7) A head contractor must not serve a payment claim on the principal unless the claim is accompanied by a supporting statement that indicates that it relates to that payment claim.
>
> Maximum penalty: 200 penalty units.

And:

> Section 13(8) A head contractor must not serve a payment claim on the principal accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances.
>
> Maximum penalty: 200 penalty units or 3 months imprisonment, or both.

Attachment

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	**ABN**	**Contract number/ identifier**	**Date of works (period)**	**Date of payment claim (head contractor claim)**

Schedule of subcontractors for which an amount is in dispute and has not been paid				
Subcontractor	**ABN**	**Contract number/ identifier**	**Date of works (period)**	**Date of payment claim (head contractor claim)**

Annexure B

SUBCONTRACTOR'S STATEMENT

REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION (Note 1 - see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW), and s127 *Industrial Relations Act 1996* (NSW) where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ……..……..... ABN: ……..…....

(Business name)

of ……...…….

(Address of Subcontractor)

has entered into a contract with ……..…… ABN:.……...

(Business name of principal contractor)
(Note 2)

Contract number/identifier …… **(Note 3)**

This Statement applies for work between: ……./……./……. and ……./……./……. inclusive **(Note 4)**

subject of the payment claim dated: ……./……./……. **(Note 5)**

I, ……. a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

(a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick **[ ]** if true and comply with **(b)** to **(g)** below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick **[ ]** and only complete **(f)** and **(g)** below. You must tick one box. **(Note 6)**

(b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated ……/……/…… **(Note 7)**

(c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. **(Note 8)**

(d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007* (NSW), the Subcontractor has paid all payroll tax due in respect of employees who

performed work under the contract, as required at the date of this Subcontractor's Statement.
(Note 9)

(e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above.
(Note 10)

(f) Signature ……
Full name……

(g) Position/Title …… Date ……./……./…….

NOTE: *Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987* (NSW).

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW) and section 127 of the *Industrial Relation Act 1996* (NSW). If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

   A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called the ***subcontractor***) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees / workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.

3. Provide the unique contract number, title, or other information that identifies the contract.

4. In order to meet the requirements of section 127 of the *Industrial Relations Act 1996* (NSW), a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

   Section 127(6) of the *Industrial Relations Act 1996* (NSW) defines remuneration '*as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees*.'

   Section 127(11) of the *Industrial Relations Act 1996* (NSW)states '*to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor*.'

5. Provide the date of the most recent payment claim.

6. For Workers Compensation purposes an exempt employer is an employer who pays less than $7500 annually, who does not employ an apprentice or trainee and is not a member of a group.

7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.

8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.

9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.

10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

(a) the person is the subcontractor;

(b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or

(c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

Annexure E - Site Plan

(Contract Particulars - clause 1.1)

AMD	DATE	DESCRIPTION	VERIFIED SIGN./DATE	APPROVED SIGN./DATE
2	01.03.16	MC SITE PLAN REVISED	PB	
1	29.01.16	100% SDR	PB	VL

WORK IN PROGRESS

Transport for NSW

JACOBS
100 Christie Street
St Leonards, SYDNEY, NSW 2065
AUSTRALIA
T.el: +61 2 9928 2100
Fax: +61 2 9928 2500
Web: www.jacobs.com

smart design studio
632 Bourke St
Surry Hills NSW 2010
(02) 8332 4333
smartdesignstudio.com

DRAWN A HUANG
DESIGNED P BOASE
DRG CHECK
DESIGN CHECK
APPROVED

WORK IN PROGRESS

RAIL OPERATIONS CENTRE

LOT 701 DP 713555 + LOT 2 DP 552864, ALEXANDRIA

ARCHITECTURE

GENERAL ARRANGEMENT

SITE PLAN

SCALE: 1 : 500 | A1

STATUS: PRELIMINARY | ©

IA084200-MAIN-AR-DG-0501 | 2

Annexure F - Form of Subcontractor Warranty

(Clause 8.6)

Subcontractor's Collateral Warranty Deed

Sydney Trains
Owner

[Insert name]

Subcontractor

Subcontractor's Collateral Warranty Deed made at on

Parties **[Insert details] (ABN [insert ABN]) of *[insert address]* ("Principal")**

***[Insert subcontractor]* ACN *[insert]* of *[insert address]* ("Subcontractor")**

Background

A. The Contractor has entered into the Contract with the Owner for the carrying out of the Works.

B. The Subcontractor has entered into an agreement with the Contractor for the Subcontract Work and Products, which are a part of the Works.

C. In return for the Owner allowing the Subcontract Work and Products to be used in the Works, the Subcontractor agrees to give the warranties, indemnities and other promises in this Deed. The obligations created by this Deed are in addition to the obligations of the Subcontractor to the Contractor and do not affect any other rights or remedies available to the Owner against the Contractor or the Subcontractor.

Operative provisions

1. Definitions

In this Deed:

"Contract" means the Contract dated [**insert date**] between the Owner and the Contractor in respect of the Works.

"Contractor" means the person stated in the Schedule.

"Subcontract Work and Products" means the works and/or products stated in the Schedule.

"Warranty Period" means the period stated in the Schedule.

"Works" means the works described in the Schedule.

2. Warranty

The Subcontractor warrants that all work performed and all materials supplied by the Subcontractor as part of the Subcontract Work and Products will:

(a) comply in all respects with the requirements of the Contract; and

(b) to the extent that the quality of materials or standard of workmanship is not specified in the Contract comply with the requirements of law and be of merchantable quality and be fit for the purposes for which they are required.

3. Replacement or making good Subcontract Works and Products

(a) The Subcontractor must at its cost make good, to the reasonable satisfaction of the Owner, any of the Subcontract Work and Products which, within the Warranty Period, are found to:

(i) be of a lower standard or quality than referred to in clause 2 of this Deed; or

(ii) have deteriorated to such an extent that they are no longer fit for the purposes for which they were required.

(b) The liability of the Subcontractor under this clause 3 is reduced to the extent that deterioration is caused by:

(i) mishandling, damage before installation, or incorrect installation, in each case caused by others;

(ii) normal wear and tear; or

(iii) incorrect operational procedures or maintenance, in each case not attributable to the Subcontractor.

4. Making good Works

The Subcontractor must at its cost carry out any work necessary to:

(a) any part of the Works to satisfy its obligations under clause 3 of this Deed; and

(b) restore or make good the Works after satisfying its obligations under clause 3 of this Deed.

5. Indemnity

The Subcontractor indemnifies the Owner against all costs, losses and damages suffered or incurred by the Owner arising out of or in connection with any breach by the Subcontractor of clauses 2 or 3 of this Deed.

6. Notice of Defects

The Owner may notify the Subcontractor in writing if it considers there has been any breach of any provision of this Deed.

7. Time to remedy

The Subcontractor must do everything necessary to remedy all breaches notified to it by the Owner under clause 6 of this Deed within a reasonable time after the Owner's notice.

8. Failure to remedy

(a) If the Subcontractor fails to carry out and complete the work specified in the Owner's notice under clause 6 of this Deed within a period determined by the Owner to be reasonable in the circumstances, the Owner may give written notice to the Subcontractor that the Owner intends to have that work carried out by others. This notice must allow a reasonable period for the Subcontractor to respond.

(b) If the Subcontractor fails to complete the work by the date specified in the notice given pursuant to clause 8(a), the Owner may have the work carried out by others, and the Subcontractor indemnifies the Owner against all costs, losses and damages suffered or incurred by the Owner in doing so.

9. Urgent action by Owner

(a) The Owner may take any urgent action necessary to protect the Works, other property or people as a result of a breach of clause 2 of this Deed.

(b) The Subcontractor agrees that the Owner taking such action does not affect any obligation of the Subcontractor under this Deed.

(c) The Subcontractor indemnifies the Owner against all costs, losses and damages suffered or incurred by the Owner in taking that action.

10. Operation of Deed

This Deed comes into effect when executed by the Subcontractor, and is effective whether or not executed by the Owner.

Schedule

1 Contractor:

2 Subcontract Works and Products:

3 Warranty Period:

4 Works:

Executed as a deed.

Signed under delegated authority for and on behalf of **Sydney Trains** in the presence of:

Signature of witness	Signature of authorised delegate
Full name of witness (Print)	Full name of authorised delegate (Print)
Date	Position of authorised delegate

Executed by **[insert name of Contractor]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director	Signature of company secretary/director
Full name of director (Print)	Full name of company secretary/director (Print)

Annexure G - Approved Security

This deed poll (Undertaking) made the day of 20

In favour of: **Sydney Trains ABN 38 284 779 682** of Level 20, 477 Pitt St, Sydney NSW (**Owner**)

Given by: [ ] (**Institution**)

Recitals

A. By a contract dated [*] (**Contract**) between [ ] ABN [ ] (**Contractor**) and the Owner the Contractor agreed to carry out the Contractor's Activities (as defined in the Contract).

B. Under the provisions of the Contract, the Contractor is required to provide this Undertaking to the Owner.

Operative

1. The Institution unconditionally undertakes and covenants to pay to the Owner on demand without reference to the Contractor and notwithstanding any notice given by the Contractor to the Institution not to do so, any sum or sums which may from time to time be demanded in writing by the Owner to a maximum aggregate sum of # ($).

2. The Institution's liability under this Undertaking will be a continuing liability and will continue until payment is made under this Undertaking of the maximum aggregate sum or until the Owner notifies the Institution that this Undertaking is no longer required.

3. The liability of the Institution under this Undertaking must not be discharged or impaired by reason of any variation or variations (with or without the knowledge or consent of the Institution) in any of the stipulations or provisions of the Contract or the Contractor's Activities or acts or things to be executed, performed and done under the Contract or by reason of any breach or breaches of the Contract by the Contractor or the Owner.

4. The Institution may at any time without being required so to do pay to the Owner the maximum aggregate sum less any amount or amounts it may previously have paid under this Undertaking and thereupon the liability of the Institution hereunder will immediately cease.

5. This Undertaking will be governed by and construed in accordance with the laws for the time being of the State of New South Wales.

Executed as a deed poll.

[insert execution clause]

Annexure H - Incentives and KPIs

1. Incentives

1.1 Definitions

In this Annexure H:

(a) Actual Performance Incentive Amount means the amount calculated in accordance with section 3 of this Annexure H;

(b) Milestone Incentives has the meaning given in section 1.2(a) of this Annexure H;

(c) Defect Free Incentive Amount means the amount calculated in accordance with section 2.3 of this Annexure H;

(d) Maximum Milestone Incentive Amount means each amount in column 5 of Attachments 1-3 (as applicable);

(e) Milestone Completion Incentive Amount means each amount calculated in accordance with section 2.1 of this Annexure H;

(f) Performance KPIs means the KPIs set out in Attachment 4 to this Annexure H;

(g) Performance Incentive has the meaning given in section 1.2(b) of this Annexure H;

(h) Savings Percentage means the percentage calculated in accordance with section 2.2 of this Annexure H;

(i) Savings Percentage Incentive Amount means the amount calculated in accordance with section 2.2 of this Annexure H; and

(j) Total Potential Performance Incentive Amount has the meaning given in section 1.3 of this Annexure H.

1.2 Types of Incentive

This annexure sets out the KPI and Incentive regime.

There are two types of Incentives under the Contract, these being:

(a) the milestone incentives described in section 2 of this Annexure H, which comprise the Milestone Completion Incentive Amounts, Savings Percentage Incentive Amount and Defect Free Incentive Amount (**Milestone Incentives**); and

(b) the performance incentive described in section 3 of this Annexure H (**Performance Incentive**).

1.3 Portion of Milestone Incentives at risk

Where the Contractor has met the criteria for eligibility for an Milestone Incentive as outlined in section 2 of this Annexure H, the Contractor will be paid half of the assessed entitlement for the Milestone Incentive after becoming eligible for that payment under section 2 of this Annexure H. Payment will be made in accordance with clause 13B.

The remaining half of each of the Milestone Completion Incentive Amounts, Savings Percentage Incentive Amount and the Defect Free Incentive Amount (together the **Total Potential Performance Incentive Amount**) will be 'at risk' pending assessment, after the last

Date of Completion, of the Contractor's performance in relation to the Performance Incentive in accordance with section 3 of this Annexure H.

2. Milestone Incentives

2.1 Determining the Milestone Completion Incentive Amount

At each Assessment Milestone, the Owner will assess the Contractor's performance against the KPI specified in Attachment 1 of this Annexure H.

If, at an Assessment Milestone, the Owner assesses that the associated criterion for measurement in column 4 of Attachment 1:

(a) has been achieved, the Contractor will be eligible to receive the relevant Maximum Milestone Incentive Amount; or

(b) has not been achieved, the Contractor will not be eligible to receive the relevant Maximum Milestone Incentive Amount.

Example No.1 – Milestone Completion Incentive

If the Contractor reaches Completion of Separable Portion 3, three days prior to the Date for Completion of Separable Portion 3, a Milestone Completion Incentive Amount of 100% of the relevant Maximum Milestone Incentive Amount would be assessed, accordingly:

Milestone Completion Incentive Amount = [redacted]

= [redacted]

Therefore, [redacted] (half of the assessed Incentive amount of [redacted] would be payable in accordance with clause 13B. The remaining [redacted] would be 'at risk' pending the Contractor's performance on the project against the Performance KPIs.

Example No.2 – Milestone Completion Incentive

If the Contractor reaches Completion of Separable Portion 1 on the Date for Completion of Separable Portion 1, a Milestone Completion Incentive Amount of 100% of the relevant Maximum Milestone Incentive Amount would be assessed, accordingly:

Milestone Completion Incentive = [redacted]

[redacted]

Therefore, [redacted] (half of the assessed Incentive amount of [redacted] would be payable in accordance with clause 13B. The remaining [redacted] would be 'at risk' pending the Contractor's performance on the project against the Performance KPIs.

2.2 Determining the Savings Percentage Incentive Amount

At the Assessment Milestone, the Owner will assess the Contractor's performance against the KPI specified in Attachment 2 of this Annexure H and the table below.

The Contractor is only eligible to receive a Savings Percentage Incentive Amount if its Savings Percentage is greater than or equal to 5.00%.

Item No	Savings Percentage	Percentage of Maximum Milestone Incentive Amount (PMMIA)
1.	[redacted]	
2.		
3.		
4.		
5.		
6.		
7.		

The relevant Incentive will be calculated in accordance with the following formulas:

Savings Percentage = **[(Owner's Approved Budget - Actual Construction Sum) / Owner's Approved Budget] x 100**

Note: the Savings Percentage is to be rounded to 2 decimal places and must be a positive number.

Incentive = PMMIA x Maximum Milestone Incentive Amount

Example No.1 – Savings Percentage Incentive

Assuming the Owner's Approved Budget amount [redacted] and the Actual Construction Sum is [redacted], the following Savings Percentage Incentive Amount would be assessed:

Savings Percentage = [redacted]

=

Savings Percentage Incentive Amount = [redacted]

=

Therefore, [redacted] (half of the assessed Incentive amount of [redacted] would be payable in accordance with clause 13B. The remaining [redacted] would be 'at risk' pending the Contractor's performance on the project against the Performance KPIs.

Example No.2 – Savings Percentage Incentive

Assuming the Owner's Approved Budget amount is $50 million and the Actual Construction Sum is [redacted], the following Savings Percentage Incentive Amount would be assessed:

Savings Percentage = [redacted]

=

Savings Percentage Incentive Amount = [redacted]

=

Therefore, [redacted](half of the assessed Incentive amount of [redacted] would be payable in accordance with clause 13B. The remaining [redacted]would be 'at risk' pending the Contractor's performance on the project against the Performance KPIs.

2.3 Determining the Defect Free Incentive Amount

At the Assessment Milestone, the Owner will assess the Contractor's performance against the KPI specified in Attachment 3 of this Annexure H.

If, at the relevant Assessment Milestone, the Owner assesses that the criteria for measurement in column 4 of Attachment 3:

(a) have been achieved, the Contractor will be eligible to receive the relevant Maximum Milestone Incentive Amount; or

(b) have not been achieved, the Contractor will not be eligible to receive the relevant Maximum Milestone Incentive Amount.

Example No.1 – Defect Free Incentive

Assuming the Owner determines that the criteria for measurement in column 4 of Attachment 3 have been achieved, a Defect Free Incentive Amount of [redacted] would be assessed.

Therefore, [redacted](half of the assessed Incentive amount of [redacted] would be payable in accordance with clause 13B. The remaining [redacted]would be 'at risk' pending the Contractor's performance on the project against the Performance KPIs.

3. Performance Incentive

3.1 Determining the Actual Performance Incentive Amount

After the last Date of Completion, the Owner may assess the performance of all of the Contractor's Activities by reference to the KPIs specified in Attachment 4 to this Annexure H to determine the Actual Performance Incentive Amount payable to the Contractor.

For the purposes of determining the Actual Performance Incentive Amount payable, the following apply:

(a) the Contractor's performance against each Performance KPI will be determined by the Owner scoring the relevant Performance KPI out of 5 or 10 (as applicable) (**Owner's Score**); and

(b) the Owner's Scores for each Performance KPI will be added together to provide the total of the Owner's Scores (**Total Owner's Score**).

Each Owner's Score will be determined by the Owner in its absolute discretion.

Subject to paragraph (d), the Actual Performance Incentive Amount payable is calculated as follows:

(c) where the Total Owner's Score is:

(i) equal to or greater than 85, then the Actual Performance Incentive Amount payable will be the Total Potential Performance Incentive Amount; or

(ii) less than 85, then the Actual Performance Incentive Amount (**APIA**) payable will be calculated in accordance with the following formula:

APIA = (Total Owner's Score / 85) x Total Potential Performance Incentive Amount

(d) a failure by the Contractor to achieve a Total Owner's Score of 60 or more will entitle the Owner, in its sole and absolute discretion, to determine a nil amount for the Actual Performance Incentive Amount payable.

For the avoidance of doubt, the Actual Performance Incentive Amount Payable to the Contractor cannot be greater than [redacted]

[redacted]

Annexure H

Attachment 1 - Milestone Incentive KPIs

1. Milestone Completion Incentive

Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
KPI	**Assessment Milestone**	**Target**	**Criteria for measurement**	**Maximum Milestone Incentive Amount**
The Contractor reaches Completion on or before the Date for Completion for each Separable Portion	The Date of Completion of Separable Portion 1	Separable Portion 1 reaches Completion on or before the Date for Completion for Separable Portion 1	The Owner's Representative has issued a Notice of Completion for Separable Portion 1 stating that Completion occurred on or before the Date for Completion for Separable Portion 1.	[redacted]
	The Date of Completion of Separable Portion 3	Separable Portion 3 reaches Completion on or before the Date for Completion for Separable Portion 3	The Owner's Representative has issued a Notice of Completion for Separable Portion 3 stating that Completion occurred on or before the Date for Completion for Separable Portion 3.	[redacted]
	The Date of Completion for Separable Portion 4	Separable Portion 4 reaches Completion on or before the Date for Completion of Separable Portion 4	The Owner's Representative has issued a Notice of Completion for Separable Portion 4 stating that Completion occurred on or before the Date for Completion for Separable Portion 4.	[redacted]
			TOTAL	[redacted]

Annexure H

Attachment 2 - Assessment Milestone Incentive KPIs

2. Savings Percentage Incentive

Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
KPI	**Assessment Milestone**	**Target**	**Criteria for measurement**	**Maximum Milestone Incentive Amount**
The Contractor's input into the design (its Design Services) and its procurement of Construction Works including its administration of the Approved Subcontract Agreements, significantly contributed to an overall saving against the Owner's Approved Budget.	The later of: (a) the last Date of Completion; or (b) such later time as the Owner's Representative has finally determined the amount of the Actual Construction Sum	The final Actual Construction Sum is less than or equal to **95%** of the Owner's Approved Budget amount.	The Owner's Representative confirms to the Contractor its assessment of the Actual Construction Sum as compared to the Owner's Approved Budget.	[redacted]
			TOTAL	

Annexure H

Attachment 3 - Assessment Milestone Incentive KPIs

3. Defect Free Incentive

Column 1	Column 2	Column 3	Column 4	Column 5
KPI	**Assessment Milestone**	**Target**	**Criteria for measurement**	**Maximum Milestone Incentive Amount**
All works and services with respect to the control room floor and associated areas are fully operational and free from Defects from the last Date of Completion until the Assessment Milestone.	30 Business Days after the last Date of Completion.	All works and services for the control room floor and associated areas are to be 100% operational and in accordance with: (a) the Owner's Project Requirements; (b) to the Owner's Representative's satisfaction; and (c) 100% Defect free from the last Date of Completion until the Assessment Milestone.	1. The: (a) mechanical services; (b) electrical services; (c) communications services; and (d) all other services & associated building elements, in relation to the control room floor and associated areas meet the Owner's Project Requirements. 2. The services specified in item 1 above operate to the Owner's Representative's satisfaction, are fully operational and are free from Defects at the last Date of Completion and continue to be fully operational and free from any Defects at the relevant Assessment Milestone.	[redacted]
			TOTAL	[redacted]

Annexure H

Attachment 4 – Performance KPIs

Performance Measure	Performance KPI	Measure	Target	Owner's Maximum Score (potential max score shown i.e. 5 or 10)
A. Work health safety & environment.	1. The Contractor has fully complied with its obligations for work health safety & environment under the Contract and has comprehensively reported its compliance to the Owner's Representative, to its satisfaction.	The number of: (a) 'notifiable incidents' (as defined in the WHS Legislation); or (b) Environmental Notices issued, with respect to the Contractor's Activities. "Environmental Notice" means the issue of a penalty notice or similar notice by an environmental regulator (including the Environment Protection Authority).	0 notifiable incidents or Environmental Notices.	10
	2. The Contractor was proactive in its response to the Owner's safety & environmental audits and complied with all reasonable recommendations resulting from the audits.	Percentage of compliance with audit recommendations.	100% compliance with the audit recommendations.	5
B. Performance	3. The Contractor's Activities were	In the Owner's Representative's	100% performance at a high standard and no changes to	10

Performance Measure	Performance KPI	Measure	Target	Owner's Maximum Score (potential max score shown i.e. 5 or 10)
of the Contractor's Activities.	competently performed to a high standard and achieved a high level of quality in construction of the Works, and the Owner did not require the Contractor to significantly change its approach because it was deemed to be unsatisfactory by the Owner in the first instance.	assessment the Performance KPI was achieved.	Contractor's approach required.	
	4. The Contractor provided monthly reporting accurately and on time and attended all meetings with the Owner's Representative.	Percentage of reports that are complete, accurate and on-time and percentage of meetings attended by the Contractor.	100% compliance with the reporting requirements and attendance at meetings.	4
	5. Changes in key people did not occur or when they did occur, such changes were managed by the Contractor in accordance with the Contract and without disruption to the Contractor's Activities or the project.	Number of replacements of key people.	0 changes to key people or replacement without the Owner's prior written approval.	6
C. Construction Program management	6. Those activities that fall on the critical path in the Construction Program were completed to the	Number of critical path activities that are pushed out.	0 critical path activities that are pushed out.	10

Performance Measure	Performance KPI	Measure	Target	Owner's Maximum Score (potential max score shown i.e. 5 or 10)
and expediting delivery of the Works and Contractor's Activities.	Owner's Representative's satisfaction (in accordance with the Contract) by the dates in the Construction Program (ie 100% of critical activities were satisfactorily completed on time).			
	7. At least 80% of the remaining (non-critical path) activities were complete by the dates in the Construction Program. The Contractor managed its efforts in accordance with the timeframes, milestones and Construction Program to minimise any potential slippages.	Number of non-critical path activities that were by the dates in the Construction Program.	80% of non-critical path activities that were completed by the dates in the Construction Program.	5
	8. Where changes to the timeframes, milestones and Construction Program occurred, the Contractor was responsive and proactive in minimising any impact of such changes.	Number of instances the Contractor fails to proactively minimise any impact of such changes.	100% proactive	5
D. Contract administration	9. The Contractor substantiated payment	Percentage of payment claims and other claims	100%	5

Performance Measure	Performance KPI	Measure	Target	Owner's Maximum Score (potential max score shown i.e. 5 or 10)
& Contract compliance	claims and all other claims in accordance with the Contract to the Owner on time and in accordance with the Contract and the Owner's Representative's requirements.	that are complete, accurate and on-time.		
	10. The Contractor procured the Works in strict compliance with the Contract, including complying with the NSW Code of Conduct, its probity and ethics obligations and ensured value for money outcomes.	Number of breaches: (a) under the Contract; or (b) the policies named in this KPI 10.	0	10
	11. The Contractor demonstrated a proactive approach throughout the GCS Offer process in striving to provide a GCS Offer to the Owner's Representative's satisfaction.	In accordance with the Contact.	On time and in accordance with the Contact.	5
	12. A GCS Agreement was achieved (or otherwise) to the satisfaction of the Owner's Representative.	The Owner accepted the Contractor's GCS Offer.	100%	10

Performance Measure	Performance KPI	Measure	Target	Owner's Maximum Score (potential max score shown i.e. 5 or 10)
E. Project delivery to Owner's Approved Budget and cost saving initiatives by the Contractor	13. The Actual Construction Sum and the Management Fees are both within the Owner's Approved Budget amount for each.	Percentage	100%	10
	14. The Contractor identified tangible cost saving initiatives that were realised by the Owner, saving at least $2,500,000 in construction costs.	Total of identified savings that were realised.	Identified savings totalling $2,500,000 or more.	5
Total				**100**

Annexure I - Delivery Phase Management Plan

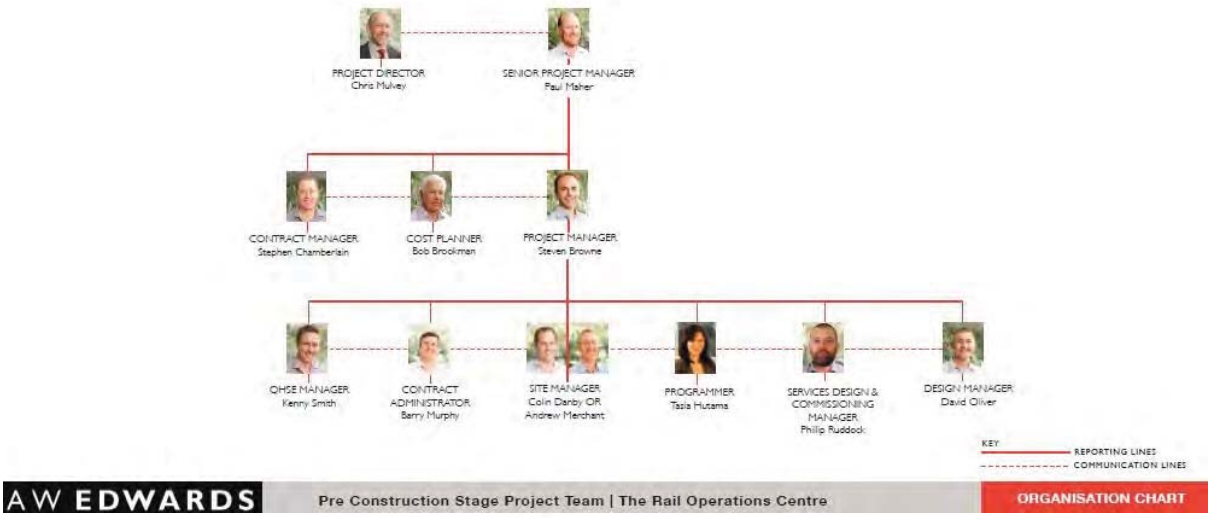
(Clause 7.12(a))

[redacted]

1 INTRODUCTION

[redacted]

[redacted]



[redacted]

[redacted]

The in house resources include:

- Senior Design Managers
- Services Design Managers
- Site Managers
- Services Engineers
- Structural Managers
- Trade Coordinators and Site Engineers
- Skilled Foreman and Tradesmen

[redacted]

[redacted]

Annexure J - Deed of Novation

(Clause 14.11)

This Deed made the ..... day of ..... 20 .....

between..... (the Owner)

of ..... ACN ..... ABN .....

and ..... (the Contractor)

of ..... ACN ..... ABN .....

and ..... (the Subcontractor)

of ..... ACN ..... ABN .....

and ..... (the Incoming Contractor)

of ..... ACN ..... ABN .....

witness that:

1 Upon receipt by the Subcontractor of the sum certified by the Owner as owing under the prior contract described at A in the Schedule hereto:

(a) the prior contract shall be discharged;

(b) the Subcontractor shall release the Contractor from the further performance of the prior contract and from all claims and demands in connection with the prior contract;

(c) the Incoming Contractor shall punctually perform the obligations of the Contractor under the prior contract as far as they are not performed. The Incoming Contractor acknowledges itself bound by the provisions of the prior contract as if the Incoming Contractor had been named in the prior contract; and

(d) the Subcontractor shall:

(i) punctually perform like obligations and be bound to the Incoming Contractor as if the provisions of the prior contract were incorporated herein; and

(ii) if required by the Principal, provide to the Principal an executed deed poll in favour of RailCorp in the form required by the Principal.

2 The Owner and Subcontractor each warrant to the Incoming Contractor that:

(a) subcontract work carried out to the date hereof is in accordance with the provisions of the prior contract; and

(b) all claims and demands in connection with the prior contract have been made to the Contractor.

3 The Owner and Subcontractor each indemnifies the Incoming Contractor from all claims and demands of the Contractor, Owner and Subcontractor in connection with the prior contract.

4 A dispute between:

(a) the Owner and the Subcontractor in connection with the Owner's certification of the sum owing under the prior contract; or

(b) the Incoming Contractor and the Subcontractor in connection with clause 1(c) or 1(d),

shall be resolved pursuant to the provisions of the subcontract described at B in the Schedule hereto which for the purposes of this clause 4 are incorporated herein.

5 This Deed shall be governed by the laws of the jurisdiction stated in the Contract between the Owner and Contractor.

Schedule

A .....

.....

B .....

.....

Executed as a deed.

Signed under delegated authority for and on behalf of **Sydney Trains** in the presence of:

Signature of witness	Signature of authorised delegate
Full name of witness (Print)	Full name of authorised delegate (Print)
Date	Position of authorised delegate

Executed by [**Contractor**] in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director	Signature of company secretary/director
Full name of director	Full name of company secretary/director

Executed by [**Subcontractor**] in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director	Signature of company secretary/director
Full name of director	Full name of company secretary/director

Executed by [**Incoming Contractor**] in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director	Signature of company secretary/director
Full name of director	Full name of company secretary/director

Annexure K - Deed of novation

(Clause 6.1A of GCS Agreement Conditions)

Deed of Novation

Contract No. [Insert]

Sydney Trains
(ABN 38 284 779 682)
Retiring Party

[Party Insert]
(ABN [Insert])
Continuing Party

[Party Insert]
(ABN [Insert])
Substitute Party

Deed of novation made at Sydney on the date that the last party executes this deed

Parties **Sydney Trains (ABN 38 284 779 682)** of Level 20, 477 Pitt Street, Sydney NSW 2000 (**Retiring Party**)

[Party [ABN] of [Registered Address] (**Continuing Party**)

[Party [ABN] of [Registered Address] (**Substitute Party**)

Recitals

A. Under the Agreement, the Continuing Party was engaged by the Retiring Party to supply the Services.

B. The Retiring Party and the Substitute Party have asked the Continuing Party to agree to the novation of the Agreement, and the Continuing Party has agreed to the novation of the Agreement, on the terms and conditions of this deed.

C. The Substitute Party and the Continuing Party have also agreed to amend the Agreement on the terms of this deed.

This deed witnesses as follows:

Operative provisions

1. Definitions and interpretation

1.1 Definitions

Defined terms in the Agreement have the same meanings in this deed, unless otherwise specified in this deed.

In this deed (including the Recitals) the following terms have the following meaning:

Agreement means contract [insert] that was entered into between RailCorp and the Continuing Party on or about [insert date] as varied by the Variations and the Vesting Order and is exhibited to this deed in Schedule 1.

Claim includes any claim, notice, demand, action, proceeding, litigation, investigation or judgment of any kind, whether based in contract or in equity, in tort, by statute or otherwise.

Effective Date means the date that the last party executes this deed.

Liability means all liabilities, losses, Claims, damages, outgoings, costs and expenses of whatever description.

RailCorp means Rail Corporation New South Wales (ABN 59 325 778 353).

Regulation means the Transport Administration (General) Amendment (Sydney Trains and NSW Trains) Regulation 2012 (NSW).

Variations means the following variations to the Agreement:

(a) [insert].

2. Interpretation

In this deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) an obligation or a Liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

(c) “person” includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

(e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;

(i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) “includes” in any form is not a word of limitation; and

(k) a reference to “$” or “dollar” is to Australian currency.

3. Novation

3.1 Novation

On and from the Effective Date:

(a) the parties novate the Agreement so that the Substitute Party and the Continuing Party are parties to a new agreement on the same or substantially the same terms as the Agreement; and

(b) any reference in the Agreement to the Retiring Party must be read as a reference to the Substitute Party.

3.2 Assumptions of rights and obligations

On and from the Effective Date:

(a) the Substitute Party:

(i) will be bound by and must comply with the terms of the Agreement as amended by this deed on and from the Effective Date;

(ii) will enjoy the rights and benefits conferred on the Retiring Party under the terms of the Agreement; and

(iii) will assume the obligations and Liabilities of the Retiring Party under the terms of the Agreement,

in all respects as if the Substitute Party had originally been named in the Agreement as a party instead of the Retiring Party; and

(b) the Continuing Party will comply with the terms of the Agreement on the basis that the Substitute Party has replaced the Retiring Party under the Agreement in accordance with this deed on and from the Effective Date.

3.3 Release by Continuing Party

On and from the Effective Date:

(a) the Continuing Party releases the Retiring Party from:

(i) any obligation or Liability under or in respect of the Agreement; and

(ii) any Claim it has against the Retiring Party under or in respect of the Agreement; and

(b) this release does not affect any rights the Continuing Party may have against the Substitute Party as a result of the assumption by the Substitute Party under the terms of this deed of the obligations and Liabilities of the Retiring Party under the terms of the Agreement pursuant to clause 3.2(a)(iii).

3.4 Release by Retiring Party

The Retiring Party releases the Continuing Party from:

(a) any obligation or Liability under or in respect of the Agreement; and

(b) any Claim it has, or but for this clause would have had, against the Continuing Party under or in respect of the Agreement,

except that nothing in this clause 3.4 affects the obligations of the Continuing Party to the Substitute Party under the Agreement.

4. Overriding effect

The parties agree that the execution and operation of this deed will for all purposes be regarded as due and complete compliance with the terms of the Agreement relating to any requirement for consent to assignment or novation of the Agreement so far as any such provisions would apply with respect to the novation of the Agreement from the Retiring Party to the Substitute Party.

5. Amendment to Agreement

5.1 Amendment

The Continuing Party and the Substitute Party agree that, with effect on and from the Effective Date, the terms of the Agreement are amended as set out in Schedule 2.

5.2 Validity and enforceability of the Agreement

The parties agree that a variation of the Agreement does not affect the validity or enforceability of the Agreement.

5.3 Binding Terms

The Substitute Party and the Continuing Party acknowledge that on and from the Effective Date they are bound by the Agreement as varied by this deed.

6. Representations and warranties

6.1 Authority

Each party represents and warrants to each other party that it has full power and authority to enter into and perform its obligations under this deed.

6.2 Authorisations

Each party represents and warrants to each other party that it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms.

6.3 Binding obligations

Each party represents and warrants to each other party that this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms.

7. Duties and expenses

7.1 Stamp duties

The Substitute Party must:

(a) pay all stamp duties on or in respect of the execution, delivery and performance of the deed, related fines and penalties in respect of this deed and each transaction effected by or made under this deed (except to the extent the terms of the Agreement provide otherwise); and

(b) indemnify each other party against any Liability (including additional stamp duty, interest, penalties and fines) arising from failure to comply with this clause 7.1.

7.2 Costs

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with the negotiation, preparation, execution, delivery and performance of this deed.

8. General

8.1 Governing Law

This deed is governed by and must be construed according to the laws applying in the State of New South Wales.

8.2 Jurisdiction

Each party irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and

(b) 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 proceedings have been brought in an inconvenient forum, if that venue falls within clause 8.2(a).

8.3 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

8.4 Waiver

(a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the 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) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of a term of this deed operates as a waiver of any other breach of that term or of a breach of any other term of this deed.

8.5 Counterparts

(a) This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this deed, all of which together constitute this deed.

(b) A party who has executed a counterpart of this deed may exchange that counterpart with another party by:

(i) faxing; or

(ii) scanning and emailing,

the counterpart executed by it to that other party and, upon request by that other party, will thereafter promptly deliver by hand or post to that party the executed counterpart so exchanged by fax or email, but delay or failure by that party to so deliver a counterpart of this deed executed by it will not affect the validity of this deed.

8.6 Severance

If at any time a 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.

8.7 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

8.8 Entire agreement

To the extent permitted by Law, in relation to the subject matter of this deed, this deed together with the Agreement (and any variation made to the Agreement):

(a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and

(b) supersedes any prior written or other agreement of the parties.

8.9 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior written consent of each other party.

Executed as a deed.

Executed for and on behalf of **Sydney Trains (ABN 38 284 779 682)** by an authorised delegate in the presence of:

Signature of Witness	Signature of Authorised Delegate
Full name of Witness (print)	Full name of Authorised Delegate (print)
	Date

Executed by **[Party [ABN]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director	Signature of Secretary/other Director
Full name of Director (print)	Full name of Secretary/other Director (print)
Date	Date

Executed by **[Party [ABN]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director	Signature of Secretary/other Director
Full name of Director (print)	Full name of Secretary/other Director (print)
Date	Date

Annexure KA – Subcontractor Deed of Novation

(Clause 8.5P)

Deed of Novation

Dated

Parties **[ ] (Retiring Party)**

[ ] (Continuing Party)

[ ] (Substitute Party).

Recitals

A. The Retiring Party and the Continuing Party are parties to the Contract.

B. The Retiring Party and the Substitute Party have asked the Continuing Party to agree to the novation of the Contract on the terms and conditions of this deed.

C. The Continuing Party has agreed to the novation of the Contract on the terms and conditions of this deed.

This deed provides

A. The Retiring Party and the Continuing Party are parties to the Contract.

B. The Retiring Party and the Substitute Party have asked the Continuing Party to agree to the novation of the Contract on the terms and conditions of this deed.

C. The Continuing Party has agreed to the novation of the Contract on the terms and conditions of this deed.

This deed provides

1. Definitions and interpretation

1.1 Definitions

Defined terms in the Contract have the same meanings in this deed, unless the contrary intention appears.

In this deed:

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgment whether based in contract, tort, statute or otherwise.

Contract means the agreement between the Retiring Party and the Continuing Party [insert description].

Contract Guarantees means the guarantees issued or required to be issued under the Contract in respect of the performance by a party to the Contract, by a bank or insurer and, where required by the Contract, by a Related Entity of that party.

Effective Date means ***[Insert date]***.

GST means the Goods and Services Tax as defined in the A New Tax System (Goods and Services) Act 1999 (Cth.).

Liability means all liabilities, losses, Claims, damages, outgoings, costs and expenses of whatever description.

Related Entity has the meaning ascribed to that term in section 9 of the Corporations Act 2001 (Cth).

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:

(b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

(c) **"person"** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

(e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;

(i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) **"includes"** in any form is not a word of limitation; and

(k) a reference to **"$"** or **"dollar"** is to Australian currency.

2. Condition Precedent to Novation

Clause 3 of this deed shall have no force and effect until the Effective Date.

3. Novation

3.1 Novation

(a) The parties novate the Contract so that the Substitute Party and the Continuing Party are parties to a new agreement on the same terms as the Contract.

(b) Any reference in the Contract to the Retiring Party shall be read as a reference to the Substitute Party.

3.2 Assumptions of rights and obligations

(a) The Substitute Party:

(i) will be bound by and shall comply with the terms of the Contract as amended by this deed, and shall enjoy the rights and benefits conferred on the Retiring Party under the terms of the Contract; and

(ii) will assume the obligations and Liability of the Retiring Party under the terms of the Contract, in all respects as if the Substitute Party had originally been named in the Contract as a party instead of the Retiring Party.

(b) The Continuing Party will comply with the terms of the Contract on the basis that the Substitute Party has replaced the Retiring Party under the Contract in accordance with this deed.

3.3 Release by Continuing Party

(a) The Continuing Party releases the Retiring Party from:

(i) any obligation or Liability under or in respect of the Contract; and

(ii) any action, claim and demand it has against the Retiring Party under or in respect of the Contract.

(b) This release does not affect any rights the Continuing Party may have against the Substitute Party as a result of the assumption by the Substitute Party under the terms of this deed of the obligations and Liability of the Retiring Party under the terms of the Contract.

3.4 Release by Retiring Party

The Retiring Party releases the Continuing Party from:

(a) any obligation or Liability under or in respect of the Contract; and

(b) any action, Claim and demand it has, or but for this clause would have had against the Continuing Party under or in respect of the Contract,

except that nothing in this clause affects the obligations of the Continuing Party to the Substitute Party under the Contract.

3.5 Insurance

As from the Effective Date:

(a) the Substitute Party must replace any insurances effected and maintained by the Retiring Party under the terms of the Contract; and

(b) the Continuing Party must take the necessary steps to ensure that, for all insurances required to be effected by the Continuing Party under the terms of the Contract, the Substitute Party is named in place of the Retiring Party as required by the Contract.

3.6 Replacement of Guarantees

The Continuing Party and the Substitute Party must replace or procure the replacement of the Contract Guarantees with guarantees on similar terms in favour of:

(a) in the case of the Continuing Party, the Substitute Party; and

(b) in the case of the Substitute Party, the Continuing Party.

4. Overriding effect

The parties agree that the execution and operation of this deed will for all purposes be regarded as due and complete compliance with the terms of the Contract relating to any requirement for

consent to assignment of the Contract so far as any such provisions would apply with respect to the novation of the Contract to the Substitute Party.

5. Representations and warranties

5.1 Authority

Each party represents and warrants to each other party that it has full power and authority to enter into and perform its obligations under this deed.

5.2 Authorisations

Each party represents and warrants to each other party that it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms.

5.3 Binding obligations

Each party represents and warrants to each other party that this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms.

6. Duties, Costs and Expenses

6.1 Stamp Duty

The Substitute Party must pay all stamp duty, duties or other taxes of a similar nature (including but not limited to any fines, penalties and interest) in connection with this deed or any transaction contemplated by this deed (except to the extent the terms of the Contract provide otherwise).

6.2 Costs

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

6.3 GST

The parties agree that:

(a) with any payment of amounts payable under or in connection with this deed including without limitation, by way of indemnity, reimbursement or otherwise, the party paying the amount must also pay any GST in respect of the taxable supply to which the amount relates;

(b) the party receiving the payment will provide a tax invoice; and

(c) the payment of any amount referred to in paragraph (a) which is a reimbursement or indemnification of a cost, expense, loss or liability will exclude any part of the amount for which the other party can claim an input tax credit.

7. General

7.1 Governing Law

This deed is governed by and must be construed according to the laws of the applicable State or Territory set out in the Schedule.

7.2 Jurisdiction

Each party irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the

courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and

(b) 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 proceedings have been brought in an inconvenient forum, if that venue falls within clause 7.2(a).

7.3 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

7.4 Waiver

(a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the 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) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of a term of this deed operates as a waiver of any other breach of that term or of a breach of any other term of this deed.

7.5 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

7.6 Severance

If at any time a 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.

7.7 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

7.8 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party.

Executed as a deed.

Executed by **[Retiring Party and ABN]** by or in the presence of:	
Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full
Executed by **[Continuing Party and ABN]** by or in the presence of:	
Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full
Executed by **[Substitute Party and ABN]** by or in the presence of:	
Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full

1. Environmental Management Measures

1.1 Summary of Draft Control Measures

Table 1 Summary of Site Specific Draft Control Measures

Aspect	Potential Impact	Control measures	Owner of control measure
Landforms, Geology and Soils	☒ Soil Erosion / Stability ☐ Site Rehabilitation ☒ Acid Sulphate Soils	An Erosion and Sedimentation Control Plan would be developed and maintained for the site in accordance with *Managing Urban Stormwater, Soils and Construction Guidelines (Landcom, 2004) (the Blue Book)*. The plan would include site access controls preventing tracking of sediment from site, limiting the removal of groundcover and ensuring that the excavation works do not block natural drains or create undrained areas. Appropriate stockpiling of materials would take place away from drainage lines, waterways and drains. Spill kits and a temporary refuelling bund would be installed and used onsite. Excavated material would be reassessed for reuse onsite. Spoil removed from site to be disposed of in accordance with the *DECCW's Waste Classification Guidelines (2009)*. Site rehabilitation of disturbed areas to be undertaken progressively as activities are completed during the proposal. Adequate drainage measures must be provided to control entry of groundwater and prevent ingress of surface water runoff to open excavation trenches. Excavation during periods of heavy rainfall would be avoided.	Contractor

Water Quality and Hydrology	☒ Pollution ☒ Sedimentation ☒ Oil Spills	Prepare a flood and evacuation management plan. Drainage would be installed to carry stormwater collected on site and connected into existing council stormwater infrastructure. The installed drainage system would include a water detention tank and an oil/water separator to ensure that water volumes do not exceed City of Sydney Council requirements for maximum discharge rates into the existing stormwater infrastructure and that hydrocarbons are not allowed to enter the stormwater system. The discharge rate into existing Council infrastructure would not exceed Council limits. The discharge rate would be regulated by the size of the detention tank, the design of which would be finalised through ongoing consultation with Council. Construction water would be tested and treated prior to being discharged off site or released to the nearest local stormwater infrastructure in accordance with legislative requirements. All controls would be outlined in the Construction Environmental Management Plan (CEMP). All chemicals and oils are to be stored in accordance with the manufacturer's specification or best practice within a bunded area protected from rain. The effectiveness of erosion and sediment controls would be regularly reviewed by the Owner's environmental representative and adjusted if necessary. Erosion and sediment controls would extend off site to protect existing council stormwater infrastructure. Erosion and sediment controls are only to be removed once the area they are protecting has been stabilised. The effectiveness of erosion and sediment controls would be regularly reviewed and adjusted if necessary. Wash down areas for trucks must be appropriately constructed, and the collected material disposed of off-site.	Contractor

Air Quality	☒ Dust ☐ Odour & Fumes ☒ Greenhouse Gases	Prepare and air quality and greenhouse gas management plan. Install dust screening during the construction stages of the project. Dust suppression, to be carried out on site, using either water (in compliance with water restrictions) or ground cover. Machinery and plant that would be kept on site would be serviced as per manufactures specifications. Any machines or plant that is producing excessive visual exhaust is to be repaired or removed from site. Plant or machinery would not be left idling. Stockpiles would be maintained and contained appropriately, which could include covering or regular watering to minimise dust. Trucks transporting spoil and other waste materials from site would be covered appropriately. Disturbed areas would be rehabilitated as soon as practicable.	Contractor
Biodiversity	☒ Trimming and removal of trees ☒ Noxious weeds ☒ Native vegetation ☐ Habitat ☐ Threatened species ☐ Sensitive areas	Tree replacement to be undertaken in line with Owner's Biodiversity Offset Strategy. Qualified arborists would be used for any vegetation pruning or removal. If any fauna species is identified on site, Wildlife Information, Rescue and Education Service (WIRES) would be contacted to relocate it offsite to a suitable habitat area. Site inductions would include discussion and photographs of threatened species in the area and the procedure to be followed if one is encountered. Manage noxious weeds in accordance with the requirements of the *Noxious Weeds Act 1993*, including disposal off-site in sealed bags to a licenced waste disposal facility. Construction works must be stopped if any previously undiscovered threatened species or communities are discovered during works. An assessment of the impact and any required approvals must be obtained. Works must not recommence until the Owner has provided written approval to do so. The extent of clearing and/or trimming must be marked out and minimised where possible. All tree removals would be done in accordance with the Owner's EMS procedures and Australian Standards. The Environmental Control Map would include tree removal and shrub removal.	Contractor

Noise and Vibration	☒ Noise ☒ Vibration ☒ Adjoining landowners	The Contractor is to prepare the Construction and Maintenance Noise Management Plan (C&M NMP). The C&M NMP is to include consideration of the local environment and works schedules, and makes adjustments to the Noise Controls where required. Install noise screening prior to construction and during the construction stages of the project. Attended noise monitoring of the sensitive receivers (residential) should be undertaken during all the stages of the project, where noise levels are likely to be exceeded. Attended noise monitoring during any times outside standard working hours, such as night time periods. Undertake toolbox talks on site focusing on noise management so the workers understand the importance of noise and the potential impact on the receivers. Avoid using radios and stereo players outdoors where neighbours can be affected Avoid shouting, and minimise talking loudly and slamming vehicle doors Keep truck drivers informed of designated vehicle routes, parking locations, acceptable delivery hours or other relevant practices (for example, minimising the use of engine brakes, and no extended periods of engine idling). Noise labels are required by NSW legislation for pavement breakers, mobile compressors, chainsaws and mobile garbage compactors. These noise labels can be used to assist in selecting less noisy plant equipment. Pneumatic equipment is traditionally a problem – select super silenced compressors, silenced jackhammers and damped bits. Examine and implement, where feasible and reasonable, the option of reducing noise from metal chutes and bins by placing damping material on the surface or in the bin. Regularly inspect and maintain equipment to ensure it is in good working order. Also check the condition of mufflers. Prepare Environmental Controls Map (ECM) or other Site Map showing all relevant *EMS-09-PR-0048 Version 4.0* Table 2d: Noise Controls at Site Planning Stage: Plant Location and Landform. Locate site vehicle entrances away from residences and other sensitive land uses. Carry out noisy fabrication work at another site (for example, within enclosed factory premises) and then transport to site.	Contractor

		Install where feasible and reasonable less annoying alternatives to the typical 'beeper' alarms taking into account the requirements of the Occupational Health and Safety legislation; examples are smart alarms that adjust their volume depending on the ambient level of noise and multifrequency alarms that emit noise over a wide range of frequencies. Noisy activities must be conducted during standard construction hours where possible, i.e. Monday to Friday 7am to 6pm; Saturday 8am to 1pm; and no work on Sundays or public holidays. Prepare a community and stakeholder management plan. Provide information to neighbours before and during construction through media such as letterbox drops, meetings or individual contact as per the EPL 12208. Attended vibration monitoring during clearing, grubbing, and demolition and excavation.	
Heritage	☐ Aboriginal Heritage ☐ Non Aboriginal Heritage ☐ Conservation area ☐ Archaeological potential	Should an unexpected historic relic or Aboriginal object be identified during construction, work in the immediate vicinity of the find is to stop and the area must be fenced off with suitable markers (star pickets, flagging or barrier mesh). The Owner's Project Manager and Environment Division are to be notified. Engage an archaeologist to determine the significance of the find, and if required, determine the notification, consultation, and approval requirements. Works must not recommence until the Owner has provided written approval to do so.	Contractor
Waste Management	☒ Spoil ☒ Litter ☒ Chemicals ☒ Hazardous, Liquid or Special Waste ☒ Solid waste	A waste management plan (WMP) would form part of the CEMP document and would detail the process for treatment of waste materials generated onsite and detail measures to mitigate any waste material that could be brought onto site. All waste would be classified prior to disposal as per the *DECCW Waste Classification Guidelines (2009)*. Separation of general waste from construction waste would be carried out. All the excavated material would be collated. This material would then be assessed for contamination and disposed of accordingly.	Contractor

Contaminated Land and Hazardous Materials	☒ Soil Contamination ☒ Hazardous spills	The Construction Environmental Management Plan would include the following: - Asbestos Management. - Dust & Noise Exposure. - Waste Management. - Other Contamination Management. - Pollution Incident Management. - Procedure for uncovering unexpected contamination. - An Acid Sulfate Soil Management Plan (ASSMP). Prepare a remediation action plan (RAP) for the site prior to demolition and construction. Engage a NSW EPA Site Auditor listed in the current NSW EPA accredited site auditors scheme (see http://www.epa.nsw.gov.au/clm/auditors.htm) to: - review the remediation action plan (RAP) and validation actions; and - prepare a Site audit statement and report. Undertake soil sampling as per the Douglas Partners Report on Detailed Site (Contamination) Investigation Proposed Railway Operations Centre dated July 2015. Surface asbestos containing material (ACM) would be removed by a licensed asbestos removal contractor and disposed of as asbestos waste to an appropriately licensed facility in accordance with the *WorkSafe NSW 2011 Code of Practice How to Safely Remove Asbestos*. Following removal of ACM a competent person would undertake a Clearance Inspection of the site to confirm that no visible ACM remains in accordance with the *WorkSafe NSW 2011 Code of Practice How to Safely Remove Asbestos*. Waste Classification - During excavation works on-site, soil materials would be screened by a suitably qualified Environmental Scientist for visual and/or olfactory indicators of contamination prior to stockpiling. All material is to be stockpiled in a bunded area and wherever possible, material that is visually assessed as being similar, should be stockpiled together. Any materials displaying properties (physical, visual/olfactory) that are inconsistent with the materials characterised as part of the in-situ waste assessment must be stockpiled separately and subject to further ex-situ waste classification. A Waste Classification report would be required detailing the investigation and final classification of the waste and the material disposed of at an appropriately licensed landfill disposal. In the event, the results are below the nominated waste criteria, the material may be beneficially reused on site, if required.	Contractor

Visual Aesthetics and Urban Design	☐ Visual ☐ Views and vistas ☒ Overshadowing ☒ Light spill	Lighting would be designed, operated and installed in accordance with Australian/New Zealand Standard (AS/NZS) 1680.1 – 2006. Council would be provided with the lighting drawing for information.	Contractor to install as per the design.
Socio-Economic Effects	☐ Land Use ☒ Property Effects ☐ Economic Effects – ☒ Other community impacts	Any other major development or works planned in the vicinity of the site would be further investigated before construction begins Consultation with City of Sydney Council and any other relevant stakeholders regarding other developments would be undertaken on an ongoing basis.	Owner

Transport	– ☒ Traffic and access – ☐ Transport –	During both the construction and operational stages of the ROC, it is recommended that vehicles should avoid using the intersection of Mandible Street and Botany Road to access the site during peak periods, as it is currently operating close to capacity. Significant congestion with extensive queuing occurs during the peak periods, therefore to minimise any impacts from the proposed ROC, Mandible Street would be considered the main route to and from the site. ROC entry driveway from Wyndham Street is not recommended for safety reasons. Traffic volumes are significant, especially during peak periods, and right turns from the north into the building (across double centre lines) is not preferred for safety reasons. It is unknown whether parking for staff/employees would be supplied during the construction stages, therefore to discourage any illegal on-street parking behaviour, appropriate parking provisions should be supplied on-site. Alternatively, the number of bus routes that operate along Botany Road would be able to serve construction staff travelling to/from site. Construction vehicles, materials and equipment must be scheduled for deliveries to minimise coinciding with the road network peak periods. A Construction Traffic Management Plan for the project site must be developed to minimise and manage the disruption caused by the proposed works. As part of the management plan, the necessary Traffic Control Plans must be prepared according to the Road and Maritime Traffic Control at Worksites Manual. Construction vehicles and equipment would be positioned within the boundaries of the work site where possible or in the nearest available designated roadways and parking spaces to minimise access issues and disruption to the community. Notify potentially affected property owners, local residents and businesses where required. Pedestrian traffic, signposting, meters, parking and line-marking issues would be managed in consultation with the City of Sydney and Roads and Maritime regarding traffic control, access and road/footway restoration issues. Sites are to be managed so that there is no reduction in the ability of people to move safely past the works, particularly pedestrians and cyclists. Safe alternative pedestrian access past the works is to be maintained at all times. This access should also be suitable for prams and wheelchairs. Work vehicles would not obstruct vehicular or pedestrian traffic on roadways, or access to private driveways, public facilities or businesses, unless absolutely necessary and under appropriate Traffic Controller supervision if notification has been provided to potentially affected property owners, local residents and businesses. Appropriate signs would be erected to inform public road users of the proposed works and any temporary road closures, where required.	Contractor

1.2 Implementation Process

The environmental management measures contained in the REF would be implemented to ensure that the environment is adequately protected and that adverse impacts are avoided or otherwise substantially ameliorated.

The construction contractor would be required to prepare a specific Construction Environmental Management Plan (CEMP) incorporating environmental mitigation measures for construction works including the mitigation measures specified in the REF. A copy of this REF and the CEMP is to be retained on site and produced upon request. The CEMP is to include the following:

- identification of the environmental issues and risks of the project;
- details of environmental controls to be implemented including location and timing;
- details of statutory requirements including those of any approvals and licences;
- assignment of responsibility for implementation and monitoring of environmental controls;
- reporting, incident notification and emergency procedures;
- contact details for all site personnel and agency contacts; and
- corrective action requirements and their verification.

2. References

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Department of Land and Water Conservation (1994-1998) Acid Sulphate Soil Risk Map – Edition 2, NSW Government, Sydney.

Douglas Partners (August 2014) Report on Phase 1 Environmental Site Assessment – Proposed New Rail Operation Centre 177 & 189 Wyndham Street and 8 Mandible Street, Alexandria. Prepared for Government Property NSW.

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Herbert C, (1983), Sydney 1:100 000 Geological Sheet 9130, 1st edition. Geological Survey of New South Wales, Sydney

NSW DECC (2009), Interim Construction Noise Guideline, Department of Environment and Climate Change, NSW Government, Sydney

NSW Department of Natural Resources (2014), NSW Natural Resource Atlas, compiled by the NSW Department of Natural Resources, website accessed 4 June 2015 www.nratlas.nsw.gov.au

NSW EPA (2015) List of NSW contaminated sites notified to EPA, website accessed 4 June 2015, www.epa.nsw.gov.au

NSW EPA (2015) Search the contaminated land record, a website accessed 4 June 2015, www.epa.nsw.gov.au

NSW OEH (2015), Atlas of NSW Wildlife, data obtained through the NSW Office of Environment and Heritage and BioNet Atlas of NSW Wildlife website accessed 4 June 2015

Transport for NSW (2014). Bus timetables and bus route maps, available from NSW Transport for New South Wales website accessed 4 June 2015, www.transportnsw.info.now

Annexure M - Cost Plan

Annexure N - Other Contractor Deed Poll

This Deed Poll made the day of 20##

In favour of: **[insert details] ABN [insert details]** of [insert details] (**Contractor**)

[insert details] ABN [insert details] of [insert details] (Owner)

Given by: **[insert details] ABN [insert details]** of [insert details] (**Other Contractor**)

Recitals

A. By a contract dated **[*insert date*]** (**Contract**) between the Owner and the Contractor, the Contractor agreed to design and construct certain works (**Works**), on the land more particularly described in the Contract (the **Site**).

B. The Other Contractor has been appointed under a Contract (**Other Contract**) to undertake certain works on the Site (**Other Contractor Works**).

C. For the purposes of the Work Health and Safety Act 2011 (NSW) and the *Work Health and Safety Regulation* 2011 (NSW) (together, the **WHS Legislation**), the Works and the Other Contractor Works are a 'construction project' within the meaning of the WHS Legislation.

D. Under the Contract, the Owner engaged the Contractor as principal contractor and authorised the Contractor to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.

E. Under the provisions of the Contract, the Owner is required to procure the provision of this Deed Poll from each Other Contractor that undertakes Other Contractor Works (as that term is defined in the Contract).

This Deed Poll provides

1. In consideration of the Contractor accepting this Deed Poll, the Other Contractor agrees that:

   (a) the Other Contractor, its sub-contractors and their respective personnel while they are on the Site, will comply with Site safety regulations, any Site rules or regulations and with all directions of the Contractor with respect to work health and safety;

   (b) the Other Contractor, its sub-contractors and their respective personnel will comply in a timely manner with directions of the Contractor so that the Contractor discharges its obligations as principal contractor;

   (c) the Other Contractor, its sub-contractors and their respective personnel will consult, cooperate and coordinate activities with the Contractor, the Owner and all other persons who have a work health and safety duty in relation to the same matter;

   (d) the Other Contractor, its sub-contractors and their respective personnel will comply with the work health and safety plan(s) prepared by the Contractor while on Site;

   (e) the Contractor may exclude the Other Contractor, any of its sub-contractors and their respective personnel from the Site for work health and safety reasons;

   (f) the Contractor may direct the Other Contractor, any of its sub-contractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;

(g) where high risk construction work is to be carried out in the performance of the Other Contractor Works, the Other Contractor must:

(i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;

(ii) provide a copy of the safe work method statement to the Owner and the Contractor prior to the commencement of high risk construction work;

(iii) review and revise the safe work method statement in accordance with the WHS Legislation;

(iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and

(v) where so directed by the Contractor, suspend the performance of any high risk construction work;

(h) the Other Contractor shall in carrying out the work under the Other Contract, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and

(i) in its contracts with subcontractors, the Other Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Other Contractor under this Deed Poll.

2. The Other Contractor indemnifies the Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the Contractor as a result of:

(a) any failure by the Other Contractor to comply with any reasonable direction given by the Contractor in accordance with this Deed Poll; or

(b) any breach by the Other Contractor, any of its subcontractors or their respective personnel of:

(i) their respective contractual or legislative work health and safety obligations; or

(ii) the provisions of this Deed Poll.

This Deed Poll will be governed by and construed in accordance with the law for the time being of New South Wales.

Executed as a Deed Poll.

Executed by ***[Other Contractor]*** by or in the presence of:

Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full

Annexure O - Form of Parent Company Guarantee

Deed of Guarantee and Indemnity made at on 20

Sydney Trains (ABN 38 284 779 682), of Level 20, 477 Pitt St Sydney NSW (**Owner**)

[ ] ABN [ ] of [ ] (**Guarantor**)

RECITALS

A. The Owner 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 Owner all of the Obligations and to indemnify the Owner 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 [ ] (Contract Number: [ ]) dated on or about the date of this Deed between the Owner and the Contractor.

Contractor means [ ] ABN [ ].

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 Owner 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;

(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 Owner 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 Owner 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 Owner 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 2% 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 Owner 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.

1.4 Limitation

(a) Notwithstanding any other clause in this Deed but subject to paragraphs (b) and (c) below:

(i) the aggregate liability of the Guarantor under this Deed will not exceed the aggregate liability of the Contractor under the Contract;

(ii) the liability of the Guarantor under this Deed in connection with a breach of the Contract by the Contractor shall not be greater than the liability of the Contractor under the Contract in respect of the breach;

(iii) nothing in this Deed is intended to render the Contractor and the Guarantor liable for the same loss twice for the one breach of the Contract by the Contractor;

(iv) the Guarantor is entitled to rely on all defences, limitations and exclusions (including set off and counterclaim) available to the Contractor under the Contract;

(v) where the Guarantor is performing any Obligation, the Guarantor will not be required to perform any such Obligation in a manner any different than that required by the Contract; and

(vi) payment by one of the Contractor or the Guarantor to or in favour of the Owner shall be deemed to be good discharge against the Owner in respect of that payment.

(b) The limitation of liability under this clause 1.4 does not apply to liability to pay any interest in accordance with clause 7.3 of this Deed or otherwise.

(c) Nothing in this clause shall limit the Guarantor's liability for Obligations which arise from or would have arisen from any voided, voidable, unenforceable or irrecoverable Obligations referred to in clause 3(b) of this Deed (if those Obligations had not been voided, avoided, unenforceable or irrecoverable), subject to such liability not exceeding the liability that the Contractor would have had if the Obligations had not been voided, voidable, unenforceable or irrecoverable.

2. Guarantee

2.1 Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Owner 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 Owner 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 Owner, 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 Owner and at all times to keep the Owner indemnified against any loss or damage suffered by the Owner arising out of or in connection with:

(a) any failure by the Contractor to perform the Obligations; 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 Owner 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 Owner 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 Owner accepting or declining to accept any Security from any person at any time;

(f) the Owner granting time, waiver or other indulgence or concession to, or making any composition or compromise with, the Contractor or the Guarantor;

(g) the Owner 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 Owner;

(i) the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Owner 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner was under a duty to disclose that fact, circumstance, event or thing to the Guarantor or to the Contractor;

(o) the Owner 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; or

(p) 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 Owner.

(b) The Owner 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 Owner and the Contractor, or any particulars concerning any Obligation.

5.5 Appropriation

(a) The Owner 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 Owner holds, has a claim on, or has received or is entitled to receive, but may do so in the manner and order as the Owner determines in its absolute discretion.

(b) The Owner 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 Owner may, at its discretion, appropriate in reduction of the Guarantor's liability under this Deed.

5.6 Void or voidable transactions

If:

(a) the Owner 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 Owner; or

(b) any payment or other transaction to or in favour of the Owner 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 Owner,

then:

(e) the Owner 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 Owner may reasonably require to restore to the Owner all those rights; and

(g) the Guarantor must indemnify the Owner against costs, losses and expenses suffered or incurred by the Owner 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

Subject to clause 1.4(a)(iv), 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 Owner.

5.8 Claim on the Guarantor

(a) Subject to clause 5.8(b), the Owner 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.

(b) The Owner agrees not to make a claim or demand for payment of Guaranteed Money against the Guarantor under this Deed unless:

(i) the Owner has made a written claim or demand against the Contractor for such Guaranteed Money, a copy of which the Owner gives to the Guarantor at the same time as the Owner makes the claim or demand against the Contractor, and such Guaranteed Money remains unpaid, in whole or in part, for 10 Business Days after the claim or demand is made; or

(ii) an Insolvency Event has occurred in relation to the Contractor or the Guarantor.

5.9 No representation by Owner 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 Owner, 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 Owner that:

(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 binding on it, 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 ability of the Guarantor to perform its obligations under this Deed;

(d) all information relating to the Guarantor provided to the Owner 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 Owner 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 Stock 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 to the extent they are material to the performance of the obligations of the Guarantor under this Deed.

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 Owner in immediately available funds to the account and in the manner notified by the Owner to the Guarantor.

7.2 Payment in gross

All money received or recovered by the Owner 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 Owner or any Security, until the Owner 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 Owner 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, provided that interest will not be payable under this clause to the extent that interest for late payment to the Owner is incorporated into the calculation of the amount payable under the Contract.

7.4 Merger

If the liability of the Guarantor to pay to the Owner 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 Owner under this Deed must be:

(a) subject to clause 1.4(a)(iv), 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 Owner), then the Guarantor must:

(c) pay to the Owner any additional amounts necessary to enable the Owner 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 Owner 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 Owner for any Taxes and interest or penalties to which the Owner may become liable consequent on the failure of the Guarantor to pay those Taxes; and

(e) deliver to the Owner, promptly on request from the Owner, 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 Owner 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 Owner 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 Owner 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 Owner for and keep the Owner 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 Owner in connection with:

(a) any 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 Owner 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 Owner 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 Owner 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 Owner indemnified for the full amount of the GST Liability.

9. Assignment

The Owner 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 Owner 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 10.8 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 10.8 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 Not used

10.6 Consolidation

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

10.7 Joinder

The arbitral tribunal has the power, on the application of any party to the arbitration , 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.

10.8 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 Owner: [ ]

Fax: [ ]

(ii) to the Guarantor: [to be completed]

(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 Owner 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 Owner, and at the cost of the Guarantor, do and perform all further acts and things and execute and deliver all further documents as the Owner reasonably requires, or as are required by law, to perfect or to give effect to the rights and powers of the Owner 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 Owner determines, provided it includes particulars of the relevant default in the due and punctual performance of the Obligations.

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 Owner 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 Owner.

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 Owner 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 Owner under this Deed will only be effective and binding on the Owner if it is given or confirmed in writing by the Owner.

(c) No waiver by the Owner 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 Owner referred to in, or required under, this Deed may be given or withheld, or may be given subject to any conditions, as the Owner (in its absolute discretion) thinks fit, unless this Deed expressly provides otherwise.

11.10A Vienna Convention

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Deed.

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 Variations

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

11.13 Provisions limiting or excluding liability

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

11.14 Counterparts

(a) This Deed need not be executed by the Owner.

(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.

11.15 Confidentiality

(a) Subject to paragraph (b), each party must keep the terms of this Deed confidential.

(b) A party may make any disclosure in relation to this Deed:

(i) to a professional adviser, financial adviser, insurer, rating agency, financier or auditor if that person is obliged to keep the information disclosed confidential;

(ii) to the extent required to comply with any law, a requirement of a regulatory body (including any relevant stock exchange) or pursuant to administrative request or Parliamentary requirement;

(iii) to any of its employees or officers to whom it is necessary to disclose the information;

(iv) in connection with any legal or arbitral proceeding under or in relation to this Deed;

(v) to obtain the consent of a third party to a term of, or to an act under, this Deed;

(vi) to a "related body corporate", as defined in section 9 of the Corporations Act 2001 (Cth), as long as it advises that related body corporate of the confidential nature of the terms of this Deed;

(vii) (in the case of the Owner) to a potential assignee provided they agree to keep the terms of this Deed confidential;

(viii) (in the case of the Owner) to a related agency or to its responsible Minister;

(ix) with the prior consent of the other party to this Deed; or

(x) if the information disclosed has come into the public domain through no fault of the party (or its employees, officers or related bodies corporate) making the disclosure.

Executed as a deed.

Signed for and on behalf of **SYDNEY TRAINS**
(ABN 38 284 779 682):

Signature of Authorised Delegate

Signature of Witness

Print Name
(block letters)

Print Name

(block letters)

Position held

Position held

Executed in accordance with section 127 of the *Corporations Act 2001* by **[ ]** **(ABN [ ])**:

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full]

Annexure P - Form of Deed Poll

This deed poll (Deed Poll) made the day of 20

By: **[Supplier/Consultant/Contractor]** (ABN [ ]) of [ ] (**Contractor**),

in favour of: **Rail Corporation New South Wales** (ABN 59 325 778 353) a corporation constituted by section 4(1) of the Transport Administration Act 1988, of 477 Pitt Street, Sydney NSW 2000 (**RailCorp**).

Recitals

A RailCorp owns the rail network and rail assets in NSW.

B Sydney Trains (ABN 38 284 779 682) (Sydney Trains) is responsible for the operation of passenger services in Sydney.

C Sydney Trains (**Owner**) has entered into a contract with the Contractor for [ ] in respect of [ ] dated [insert date] (Contract) to deliver certain works, goods and/or services (**Deliverables**).

D It is a condition of the Contract that the Contractor executes this Deed Poll.

This deed witnesses that the Contractor hereby covenants, warrants and agrees with and for the benefit of RailCorp as follows:

1. It will comply with its obligations under the Contract.

2. Upon completion of the Deliverables, the Deliverables will satisfy the requirements of the Contract.

3. The aggregate of the Contractor's liability to RailCorp under this Deed Poll and the Contractor's liability to the Owner under the Contract:

   (a) will not exceed the liability which the Contractor would have had under the Contract if the Contract had named, in place of the Owner, RailCorp and the Owner jointly and severally; and

   (b) is subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Contract.

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

5. RailCorp may assign or charge the benefits and rights accrued under this Deed Poll.

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

7. This Deed Poll may not be revoked or otherwise modified without the prior written consent of RailCorp.

8. Where terms used in this Deed Poll are defined in the Contract, those terms have the meaning given to them in the Contract.

Executed as a deed poll.

Executed by **[Contractor] ABN [ ]** by
or in the presence of:

Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full

Annexure Q – Contract Preliminaries

Sydney Trains
ABN 38 284 779 682
Level 20, 477 Pitt Street Sydney NSW 2000

Request for Tender

WS209330 - Rail Operations Centre (ROC)
Building and Infrastructure

Managing Contractor – Contract Preliminaries

Rail Operations Centre (ROC)
Managing Contractor – CONTRACT PELIMINARIES

Managing Contractor Contract Preliminaries	
Delivery Project Owner	Andrew Parker – ROC Infrastructure Program Manager
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SUBSECTION 001 GENERAL

1.1 Defined terms

Defined terms used in this Contract Preliminaries will have the meanings given to them in the Contract unless otherwise specified.

1.2 Scope

Sydney Trains propose to design and construct a new Rail Operations Centre in Alexandria, south of Sydney's CBD (the **Project**).

The Site is situated on the corner of Wyndham Street and Mandible Street, Alexandria

The key elements of the Project include:

a. civil, site works, inground tanks and in-ground services;

b. services mains infrastructure (HV power and communications);

c. main building works including carpark level/s, control room floor and services floor below;

d. provision of a Fire Station cold shell;

e. mechanical – air conditioning & ventilation;

f. electrical – building reticulation, lightening earthing system and security including CCTV;

g. hydraulic – amenities, water distribution, drainage, Sewer, stormwater, hydrants & hose reels;

h. acoustic and other specialist treatments and services to the control room floor; and

i. landscape Package including irrigation, Site fencing & security.

1.3 Directions to Contractor

Directions, instructions and the like given in these Contract Preliminaries, whether or not they include the expression 'the Contractor must' or equivalent, shall be deemed to be given to and accepted by the Contractor, unless otherwise stated in the Contract.

1.4 Publicity

The Contractor must not issue any information, publication, document or article for publication concerning the Project in any media without prior written approval of the Owner, who may place conditions on such approval. The Contractor must refer to the Owner any enquiries concerning the Project from any media as soon as reasonably practicable.

1.5 Owner Requirements

The Contractor must cooperate and comply with all requests of the Owner's Representative and the Owner in relation to the Site, Works and the Contractor's Activities.

The Contractor must be responsible for meeting the requirements of the Owner as set out within this Contract Preliminaries and the Contract.

In order for the Contractor to achieve the issue of the construction certificate, for commencement of works on Site, the Contractor must prepare a Construction and Environmental Management Plan and any other related documents (including but not limited to Traffic Management Plan, Construction Methodology and Construction Management Plan) to the satisfaction of the Owner in accordance with the requirements of the Development Approval and to the satisfaction of the appointed principal certifying authority (**PCA**). ***Note: at the time of Award of Contract, Sydney Trains has not obtained development approval for the Project. It is contemplated that the development approval will be obtained via a 'Review of Environmental Factors' consent under Part 5 of the Environmental Planning and Assessment Act 1979 (NSW).***

1.6 Consents for the Works

The Contractor shall be responsible for ensuring it and its Subcontractors comply with the requirements of the Development Approval.

1.7 Contractor to Inform Itself

The Contractor is deemed to have:

a. examined all the information made available to it by the Owner for the purpose of tendering including the drawings, specifications, schedules, Conditions of Tendering, bore log reports, diagrams, the Contract and the like;

b. examined all information relevant to the risks, contingencies and other circumstance which could affect its tender, and which is obtainable by the making of reasonable inquiries;

c. examined the Site and its surroundings;

d. informed itself, as far as practicable, of all relevant physical conditions upon and below the surface of the Site, and the climatic conditions at or near the Site;

e. informed itself, as far as practicable, of the nature of the work and materials necessary for the execution of the Works and the Contractor's Activities, the means of access to and facilities at the Site, and transport facilities for deliveries to the Site;

f. informed itself as to the availability of labour and the accommodation required; and

g. satisfied itself as to the correctness and sufficiency of its tender for the work under the contract, and that the rates and prices stated therein cover the cost of performing all its obligations under the Contract.

Failure by the Contractor to do all or any of the things it is deemed to have done under this section 1.7 will not relieve the Contractor of its liability to perform all of its obligations under the Contract.

1.8 Subcontractors & Provisional Sums

Provisional sums for items to be supplied, or fixed, or supplied and fixed by Subcontractor's must not include the Contractor's profit, nor for its co-ordination of, supervision of, and general attendance upon the Subcontractors, nor for their requirements for cleaning & rubbish removal etc, all of which is deemed to be included in the Management Fee for the Project.

The Contractor must provide, without cost to any Subcontractor or the Owner, all normal facilities for the proper performance of the Subcontractor including the following:

a. access to the Site;

b. setting out of the Works (as subcontracted by the Contractor);

c. storage areas;

d. water for use in the Works;

e. anything required by Statutory Requirements for drinking water, messing, changing, and sanitary conveniences; and

f. first aid and safety measures.

1.9 Attendance and Facilities

a. The Contractor has allowed for and shall provide general attendance on all Subcontractors and the expression "general attendance" unless otherwise described, shall mean the Contractor shall provide to those Subcontractors all reasonable attendance. The Contractor shall provide attendance to Subcontractors at all times when Construction Work is taking place on Site.

b. The Contractor must confer with all Subcontractors and must co-ordinate their respective works as necessary with the Construction Works. The Contractor must provide Subcontractors with all necessary programming information and shall ensure the proper integration for the programming of their respective works into the Construction Program.

c. The Contractor must provide all Subcontractors access to the Site during normal working days and hours in accordance the Development Approval or as otherwise specific by the Contractor in writing.

1.10 Signage

The Contractor must comply with clause 17.1 of the Conditions of Contract with respect to signage.

The Contractor must supply and install a sign board to the satisfaction of the Owner's Representative, in an approved location on the perimeter of the site.

All Site signage must be issued to the Owner's Representative for review and approval prior to installation at the Site. The Owner must be given a reasonable period of time to review and approve signage however the responsibility of ensuring the signage is compliant with any approval or notices rests with the Contractor.

All signage for the Site must be supplied by the Contractor. The signage must list all parties contracted to the Owner for the Project. The Contractor shall erect and maintain the signboard for the period of the Contractor's Activities.

1.11 Ariba Supplier Network

The Contractor acknowledges that:

a. where possible the Owner conducts business with suppliers electronically, including exchanging data to create purchase orders, purchase order acknowledgments and invoices;

b. as at the Award Date, the Owner uses:

   (i) the Ariba Spend Management ™ platform for data exchange with its contractors; and

   (ii) the Ariba Supplier Network ™,

   (collectively, "**Ariba**") as the platform for transacting and exchanging data with contractors;

c. if the Contractor is requested by the Owner to register as a supplier on the Ariba Supplier Network ™ it will do so and that any costs incurred are not recoverable from the Owner; and

d. the Owner may from time to time, in its absolute discretion, nominate a platform or tool other than Ariba as the platform for transacting and exchanging data with suppliers, in which case, the Contractor must do all things required by the Owner, at its own cost, to enable transactions and the exchange of data to be undertaken using such other platform or tool.

1.12 Owner's policies

The Contractor acknowledges and agrees that:

a. prior to commencing performance of the Contractor Activities it has, and it will ensure that its Personnel (including Subcontractors) have, read each of the policies, codes and standards referred to in this section 1.12;

b. it will, and will ensure that its Personnel (including Subcontractors), comply with the policies, codes and standards set out in paragraphs (e) to (v):

   (i) when undertaking the Contractor Activities, Works or Construction Works or any other activities under or in connection with the Contract and

   (ii) unless the context requires otherwise, as though references to the Owner and its Personnel in the Owner's policies, codes and standards referred to in this section were references to the Contractor and its Personnel (including Subcontractors); and

   (iii) it will not, and it will ensure that its Personnel (including Subcontractors) do not, put the Owner in breach of any of the Owner's policies, codes and standards referred to in this section.

The policies, codes and standards referred to in paragraphs (e) to (u) are available on the

following websites at:

c. http://www.transport.nsw.gov.au/sydneytrains/commercial/contractors; and

d. http://railsafe.org.au/ under the 'Contractors',

or upon request from the Principal.

The Owner's policies, codes and standards consist of the following (as replaced, amended or updated from time to time):

e. Code of Conduct;

f. Statement of Business Ethics;

g. Safety Policy;

h. Environmental and Sustainability Policy;

i. Owner's Safety Specification;

j. Drug and Alcohol Policy;

k. SMS-06-SP-3026 WHS Risk Management;

l. SMS-08-OP-3128 Managing Shift Work and Rostering;

m. SMS-08-OP-3129 Managing Fatigue Risks;

n. SMS-08-FM-4130 Fatigue Risk Profile;

o. SMS-06-OP-3043 Managing Risks Using Safe Work Practices;

p. SMS-06-GD-0268 Working Around Electrical Equipment;

q. SMS-06-OP-3114 Pre-Work Briefings;

r. Electrical Safety Documents;

s. Safety Management System (SMS) Documents;

t. Environment Management System (EMS) Documents;

u. relevant Incident Management Plans for the Site; and

v. any other policies, rules and standards notified by the Owner to the Contractor from time to time during the Contract.

SUBSECTION 002 WORK HEALTH & SAFETY MANAGEMENT

2.1 Work health and safety management

Safety

For the purposes of this section 2.1, 'Safe Work Method Statement' or 'SWMS' means a document setting out the risk assessment and controls in relation to the performance of the Contractor Activities and Works.

The Contractor must comply, and ensure its Personnel (including the Subcontractors) comply with the following requirements when carrying out the Contractor Activities, Works and Construction Works (as applicable):

a. the requirements set out in the Owner's Safety Policy (which can be found at http://www.transport.nsw.gov.au/sydneytrains/commercial/contractors) and Safety Specification for contractors (which can be found at https://railsafe.org.au/safety-and-environment-specifications);

b. prepare a Safe Work Method Statement and provide it to the Owner at least 10 Business Days before first performing the Contractor Activities;

c. if at any time the Contractor becomes aware of any health or safety hazard in relation to the Contractor Activities, Works or Construction Works, either prior to or after providing the Contractor Activities, Works or Construction Works, the Contractor must:

   (i) immediately advise the Owner in writing of the nature of the hazard;

   (ii) promptly review the Contractor Activities and immediately suspend provision of any Contractor Activities where there is a possibility of injury to persons or damage to property; and

   (iii) promptly devise and submit a plan to the Owner to address or rectify the hazard;

d. the Contractor must ensure, that itself or its Personnel (including Subcontractors), while performing the Contractor's Activities, Works or Construction Works (as applicable):

   (i) are not under the influence of alcohol or any drug (as defined in the Rail Safety National Law (NSW) 2012;

   (ii) comply with the Owner's Drug and Alcohol Policy, as amended from time to time (which can be found at http://www.transport.nsw.gov.au/sydneytrains/commercial/contractors); and

   (iii) without limiting the paragraph below, comply with any request by the Owner to submit to an alcohol or drug test.

The Contractor must ensure that any person must be breath tested prior to entering the Site. If any person:

e. refuses to undertake a breath test; or

f. fails a breath test,

that person must not be allowed entry to the Site.

At the Owner's Direction, the Contractor must immediately remove any of the Contractor's Personnel (including any Subcontractor and its Personnel) from the Site that refuse to submit to an alcohol or drug test or have been found to be under the influence of alcohol or any other drug (as defined in the Rail Safety National Law (NSW) 2012.

Without limitation to any other rights, the Contractor to the extent permitted by Law indemnifies the Owner against any and all Claims that may be imposed under or that may arise out of the enforcement of this section 2.1, as a result of any breach by the Contractor or its Personnel of the Rail Safety National Law or the Contract.

The Contractor's liability to indemnify the Owner under this section 2.1 will be reduced proportionally to the extent that the loss, expense or damage was contributed to by a negligent act or omission of the Owner or its Personnel.

Work Health and Safety

Without limiting or otherwise restricting any other provision of this Contract, the Contractor acknowledges that it has read the Owner's Safety Policy and Safety Management System (which can be found at https://railsafe.org.au/sms-documents).

The Contractor must at all times comply with the requirements of the relevant sections of the Owner's Safety Management System when at Site.

The Contractor must establish, implement and maintain for the duration of the Works and Contractor's Activities, a Work Health and Safety System which:

a. complies with the requirements the NSW Government Guidelines relating to work health and safety systems and AS/NZS 4801. To the extent there is any conflict between any requirements in these, the more onerous requirement applies;

b. complies with the *Work Health and Safety Act 2011 (NSW)* (**WHS Act**) and the *Work Health and Safety Regulation 2011* (NSW) (**WHS Regulations**);

c. reflects the Owner's minimum requirements set out in the Owner's Safety Management System; and

d. includes an ongoing commitment to the training of its Personnel.

Notwithstanding the above the Contractor must:

e. when at Site, comply with the WHS Legislation as well as any work health and safety policy, practice or procedure adopted or required by the Owner, from time to time; and

f. ensure that all of its Personnel when at Site comply with the Safety Specification and the Owner's Safety Management System.

The Contractor must:

g. ensure that all of its Personnel when at the Site comply with the Work Health and Safety System (including identifying and exercising all necessary precautions for the health and safety of all persons undertaking any part of the Contractor Activities); and

h. monitor the compliance of its Personnel with the Work Health and Safety System and the relevant sections of the Owner's Safety Management System.

The Contractor must, at a frequency notified by the Owner's Representative, certify to the Owner that all Subcontractors providing the Construction Works comply with all contractual obligations of the Contractor in relation to the provision of the Contractor Activities.

Design

The Contractor must consult with the Owner's Representative to identify any risks to work health and safety (**WHS**) arising from the design of the Project.

The Contractor must ensure, during design development that, so far as is reasonably practicable, the structure and plant are designed to be without risks to anyone who constructs, uses, maintains, or demolishes the structure and plant.

When undertaking any design, the Contractor must carry out any calculations, analysis, testing or examination that may be necessary to eliminate or minimise risks. The Contractor must provide current relevant information on any risks arising from the design to anyone who constructs the structure or plant.

WHS Management Plan

The Contractor must:

a. develop and implement a 'WHS Management Plan' in accordance with clause 8.19(b) of the Conditions of Contract and that complies with the NSW Government Work Health and Safety

Management Systems and Auditing Guidelines 5th Edition (**WHS Guidelines**);

b. submit the WHS Management Plan in accordance with clause 8.19(g) of the Conditions of Contract;

c. not start any of the Contractor's Activities until WHS Management Plan submitted by the Contactor to the Owner has been approved by the Owner;

d. ensure the following risks are covered in the WHS Management Plan (as a minimum):

(i) security of the Site;

(ii) traffic & pedestrian control affected by the Works;

(iii) steep grades in excavation;

(iv) interference with existing live services;

(v) noise and dust; and

(vi) emergency evacuation procedures for the Site.

This list of risks is not exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own detailed analysis of all work health and safety risks under the Contract;

e. include a program indicating the timetable and resources allocated for inspection, testing and servicing and internal review (WHS Guidelines Section 6, elements 7 and 11); and

f. nominate the resources allocated for incident management and corrective action (WHS Guidelines Section 6, element 8).

WHS Management Monthly Report

The Contractor must submit, in a format acceptable to the Owner and no later than 7 calendar days after the commencement of each month, a WHS Management Monthly Report, detailing inspection, testing and servicing activities, internal reviews and incident management and corrective action, and include the information listed below, as evidence of the implementation of the WHS Management Plan during the previous month.

As a minimum, the WHS Management Monthly Report must include the following information:

a. contract details;

b. Contract;

c. Contractor;

d. Contractor's Representative;

e. signature and date;

f. demonstration of adherence to and completeness of Risk Assessments, Safe Work Method Statements;

g. period covered;

h. implementation of inspection, testing and servicing procedures (WHS Guidelines Section 6, element 7);

i. summary of WHS inspections and tests carried out for:

(i) plant and equipment;

(ii) incoming products;

(iii) Site conditions;

(iv) safety rules;

(v) Site access and exits; and

(vi) personal protective equipment;

j. implementation of incident management and corrective action procedures (WHS Guidelines Section 6, element 8);

k. details of:

(i) any WHS incidents or WHS issues, including non-compliance with WHS processes and procedures and near misses;

(ii) implementation of incident management; and

(iii) implementation of corrective action;

l. WHS statistics for the entire Contract (as at the date of that submission) including:

	This Month	Total Cumulative
Number of Lost Time Injuries		
Number of Hours Worked		
Number of Hours Lost Due to Injury		
Lost Time Injury Frequency Rate LTIFR		
Number of WHS Management Audits		
Number of WHS Inspections		

m. implementation of internal reviews (WHS Guidelines Section 6 element 11); and

n. details of internal reviews, including audits and inspections, undertaken to verify that on-site WHS processes and practices conform with the Project WHS Management Plan including:

(i) system element(s) and activities audited and/or reviewed;

(ii) non-conformance(s), improvement(s) identified and corrective action(s) taken;

(iii) details of auditors and reviewers and dates and durations of audits and reviews; and

(iv) copies of third party audit reports and details of the Contractor's responses to the reports.

Incident Reports

The Contractor must:

a. ensure compliance with the notification and other requirements of the *WHS Act* sections 35-39 for any notifiable incident, including immediate notification to WorkCover;

b. immediately notify the Owner of any notifiable incident and any incident requiring medical treatment or involving lost time.

c. provide a written report to the Owner within twenty-four (24) hours after the relevant incident notified under paragraph (b) above, giving details of the incident and evidence that requirements of the WHS Act have been met; and

d. when requested by the Owner, provide to the Owner an incident investigation report, including identification of the root cause of the incident and corrective actions taken, in the form directed.

Prohibition, improvement, non-disturbance and penalty notices

The Contractor must immediately notify the Owner of any prohibition, improvement, non-disturbance or penalty notice issued by WorkCover for any work under the Contract (including the Construction Works).

The Contractor must provide the Owner with a copy of the Work Cover notice and written details of the corrective action taken by the Contractor and/or the applicable Subcontractor to rectify the breach and to prevent recurrence.

Electrical work on energised electrical equipment

In compliance with sections 154-156 of the WHS Regulation, the Contractor must ensure that electrical work is not carried out on electrical equipment while the equipment is energised, except when, in accordance with sections 157–162 of the WHS Regulation, it is necessary in the interests of health and safety that the electrical work be carried out on the equipment while the equipment is energised.

Independent Certification of Formwork

The Contractor must ensure that formwork used by the Subcontractors in the Construction Works complies with AS 3610-1995 Formwork for Concrete and is designed, constructed and maintained so as to support safely all loads that are to be placed on it.

The Contractor must ensure that, before a concrete pour where the deck of formwork:

a. is 3 metres or higher above the lowest surrounding; or

b. the area of the formwork deck is 16 square metres or greater and is designed to hold 2.5 cubic metres or 6 tonnes of wet concrete,

an independent qualified engineer inspects and certifies that the formwork complies with AS 3610–1995 Formwork for Concrete. For the purposes of this section 2.1, 'qualified engineer' means a person qualified for member grade of the Australian Institution of Engineers, having not less than 4 years post-qualification professional engineering experience in formwork.

The qualified engineer must not be a proprietor, director, officer, or employee either of the entity carrying out the formwork erection or a related entity. If the Contractor carries out the design of the formwork, then the qualified engineer must not be a proprietor, director, officer or employee either of the Contractor or a related entity to the Contractor.

The Contractor and any Subcontractors must:

c. include the inspection and certification as actions in Safe Work Method Statements for the erection and use of formwork, and they must be hold points in the Contractor's and subcontractors' Inspection and Test Plans; and

d. submit formwork to the Owner.

The Contactor must not use the formwork before this it, and the relevant Subcontractor, has submitted the formwork certification to the Owner.

2.2 Hazardous substances

Definition

'Hazardous Substance' means any substance listed in the document titled '*Hazardous Substances Information System – Consolidated List*' as published by Safe Work Australia, from time to time; or a substance that fits the criteria for a hazardous substance set out in the document titled '*Approved Criteria for Classifying Hazardous Substances*' published by Safe Work Australia, from time to time.

Hazardous Substances such as asbestos, material containing asbestos, polychlorinated biphenyl (**PCB**) and lead based paints are recognised as hazardous substances. Other substances in certain situations are also considered hazardous and therefore require controlled handling. Examples are glues, solvents, cleaning agents, paints, and water treatment chemicals.

Work involving stone, rock, concrete, masonry and such materials containing silica, is work under the Contract whether explicitly identified in the relevant trade specifications or not. The

Contractor is responsible for the control of any hazard which may arise from the presence of silica.

Response to unexpected discovery of Hazardous Substances

If any Hazardous Substance not specified in work under the Contract is discovered on the Site the Contractor must proceed in accordance with its obligations as Principal Contractor and also notify the Owner immediately of the type of Hazardous Substance and its location.

With the initial notification or as soon as practicable thereafter, submit details, including:

a. the additional work and additional resources the Contractor estimates to be necessary to deal with the Hazardous Substance so that work and subsequent use of the Works may proceed safely and without risk to health;

b. the Contractor's estimate of the cost of the measures necessary to deal with the Hazardous Substance; and

c. other details reasonably required by the Owner.

The Contractor must, in planning and carrying out any work dealing with the Hazardous Substance take all reasonable steps to:

d. to carry out the work concurrently with the Contractor's Activities wherever possible; and

e. to minimise otherwise effects of the work on the Date(s) for Completion.

Decontamination by the Contractor

The Contractor shall control the decontamination of the Site following the discovery of Hazardous Substances, handle, use, isolate, remove and dispose of such Hazardous Substances in accordance with statutory requirements.

The Environment Protection Authority or Waste Service NSW may advise of suitable disposal sites.

Working Hours

When the Contractor is required to decontaminate Hazardous Substances, all such decontamination shall be carried out during hours approved in writing by the Owner.

2.3 Asbestos removal

Requirement

The Contractor must comply with the relevant statutory requirements, standards, codes and guidelines, including but not limited to the:

a. WorkCover Authority of NSW requirements;

b. WorkCover Code of Practice How to manage and control asbestos in the workplace;

c. WorkCover Code of Practice How to safely remove asbestos;

d. Environmentally Hazardous Chemicals Act 1985 (NSW); and

e. Waste Avoidance and Resource Recovery Act 2001 (NSW).

Notification and Permit

Not less than five (5) Business Days prior to commencing any asbestos removal work, notify the local office of WorkCover and the Owner of the intention to carry out that work.

Where the regulations require a licence for asbestos removal work, before the work commences, submit a copy of the current licence held by the entity that will undertake the work and a copy of any WorkCover permit required for the work.

Monitoring

The Contractor must provide air monitoring by an independent testing authority on each day during asbestos removal and on completion of each area where removal has been undertaken.

Clearance Certificate

The Contractor must submit to the Owner a clearance certificate from an independent testing authority at the completion of the asbestos removal work.

2.4 Poisons and Other Injurious Substance

The Contractor must take proper precautions to keep poisons and other injurious substances in places secured against access by unauthorised persons.

SUBSECTION 003 DOCUMENTS

3.1 Classified Documents

The relevant trade specifications, the relevant drawings and other documents shall not be disclosed to persons other than as allowed under clause 20 of the Conditions of Contract.

3.2 Drawings and Specification

The drawings and specification represent generally the forms, dimensions and description of the Works.

Where any discrepancy exists between figured and scaled dimensions, the figured dimensions will prevail.

Drawings made to larger scales and those showing particular parts of the Works shall take precedence over drawings made to smaller scales and those for more general purpose.

3.3 Dilapidation Report and survey

Dilapidation Report

Pursuant to clause 2.4 of the Conditions of Contract, the Contractor must undertake a dilapidation report of the Site and the adjacent built environment and provide the Owner with a comprehensive dilapidation report. The Contractor shall be responsible for the adequate protection of existing property and of adjoining properties and premises thereon and shall make good any damage to them caused by or in and about the execution of the Works. The interest of the Owner must be safeguarded in every respect.

The term "existing premises" means and includes all the separate areas within the Site otherwise and the term "adjoining properties" includes all public and private property and works which may be affected by the execution of the Works whether they have a common boundary with the Site or not.

Survey

Before proceeding with any execution of the Works the Contractor shall carry out or procure to be carried out a comprehensive survey of all existing premises and of adjoining properties (including all works and services likely to be affected by the execution of the Works) on adjoining properties and in the case of such properties to included adjoining footpaths, adjoining street gutters, adjoining roadways and any other adjoining or adjacent public property and where possible that survey shall be undertaken in company with representatives of the tenants of such areas, of the controllers of such property, of the Owner and of the Owner's Representative.

That survey shall include the recording (by a method approved by the Owner's Representative) of the detail of the existing condition of those areas and property prior to the commencement of the execution of the Works. That survey shall take into account levels, plumbness or otherwise of walls, projections, offsets and encroachments and particulars of materials and the condition thereof, the state of roofing, roof plumbing, parapets, internal and external walls and the like. That survey shall include the recording of all cracks and other defects and in the course of the survey the Contractor shall affix approved movement indicators, as the Owner's Representative may deem necessary. The survey documents shall include such drawings, videos, photographs and descriptive matter as may be necessary to show the state of the areas and properties and shall be certified to the Owner's satisfaction as being suitable and adequate for presentation as evidence of the state of the existing areas and properties if required for any legal action.

Copies of survey documents shall be produced by the Contractor to the Owner and the adjoining owners of the existing areas and the controllers of properties and the Contractor shall request those owners and controllers to check and endorse copies of those documents as being true and accurate in description.

One (1) hard and one (1) electronic copy of those survey documents, so endorsed by the Owner and owner of the existing areas and controllers of the properties concerned, shall be lodged by the Contractor with the Owner. One copy is also to remain on Site.

3.4 Design (Shop) Drawings

The Contractor must ensure the Subcontractor provide to the Owner's Representative (via the Contractor) for the Owner's information the design drawings and comprehensive installation drawings as and when applicable.

Design (shop drawings) documents are to be submitted at least 20 Business Days prior to the intended use of such documents.

Before submitting such drawings, the Contractor shall satisfy itself that the work shown or described therein complies with the intent and requirements of the Contract.

The Contractor shall supply one (1) hard and one (1) electronic copy as may be specified in the Contract, of such documents, including drawings and other written information, as the Contractor is required by the Contract to so supply, together with such further copies as the Contractor requires for its use.

The Owner's Representative is not bound to review or comment upon the design documents or to check the design documents for errors, omissions or compliance with the requirements of the Contract.

The Owner's Representative and Owner's Design Consultant's review of design drawings shall not relieve the Contractor of the responsibility for the design or the correctness of the dimensions of such drawings, nor the responsibility for the Contractor's obligations under the Contract to comply with the Owners Project Requirements.

Other than at its own risk, the Contractor shall not manufacture, assemble or supply anything affected by such drawings until the drawing submission procedures have been finalised.

The Owner's Representative may arrange with other Consultants to assist with the process of reviewing of design drawings.

Any endorsement implied by the Owner's Representative or other Consultants' reviewing of the drawings shall be limited to procedural matters only and shall not waive or prejudice any of the Contractor's responsibilities or the Owner's rights under the Contract.

Should drawings omit any of the requirements of the Contract or otherwise not reflect those requirements, the Contractor will not be relieved from its obligation to comply with those requirements.

Such drawings which shall be of one uniform standard size and be provided with any accompanying notes or specifications shall be submitted to the Owner's Representative in ample time ahead of the relevant Construction Works as required but in all cases allowing at least 10 Business Days (or such other reasonable lesser time as agreed to by the Owner's Representative prior to the submission of any shop drawings which is considered necessary to maintain the Construction Program) in addition to such time as is required by the Contractor for its own examination and approval and for any rework of the drawings and final approval.

All shop drawings are to be submitted in an electronic copy as a PDF and DWG or DXF drawing file in the current release of Autocad. Only submitting a hard copy of drawings is unacceptable.

Delays caused by late submission of design drawings to the Owner's Representative or by there being inadequate information on the drawing, causing prolonged approvals shall not be deemed an Act of Prevention and will not entitle the Contractor to claim any extension of time.

Should the Owner's Representative require amendments to the shop drawings, the amendments shall be made and the amended drawings be re-submitted within five (5) calendar days or such other reasonable lesser time which is considered necessary by the Owner's Representative to maintain the Construction Program.

The Contractor must keep copies of all design drawings and documentation on Site.

3.5 Measurement of Work

Unless otherwise specified, measurement of work for the purpose of the Contract shall be in accordance with the principles of the edition last published prior to Award Date of tenders of the Australian Standard Method of Measurement of Building Works, as authorised by agreement

between the Master Contractors Federation of Australia Inc. and the Australian Institute of Quantity Surveyors, including amendments thereto.

3.6 Drawings and Specifications

Where a construction item of work is to be obviously inferred or is usual and proper in the class of work specified, the same is to be included notwithstanding that such construction or such necessary work is not specifically mentioned in the specification or shown on the drawings. No variation will be approved for this omission.

3.7 Work as executed drawings

Progressively produce work as executed drawings. Submit work as executed drawings showing work which has been completed within 28 days of completion of that work. Endorse each drawing certifying accuracy and correctness.

Include details of the required format, eg the appropriate electronic format, and/or 'on standard sized sheets using minimum 110 gm/sq. metre tracing paper or equivalent plastic based material'.

Submit the drawings both in electronic format (CAD and .pdf) and hard copy. Scale at recommended print size to match Owner's document format however maximum size will be A1 unless agreed otherwise. All drawings must include a bar scale as well as scale identification at specified drawings size.

Any CAD files submitted must be in DGN, DWG, or DXF format. The Contractor must ensure that any CAD files submitted will correctly display and print in Microstation.

Quantity:

Provide work as executed drawings in the following quantities and formats:

Paper prints:

Number of sets: Four (4)

CAD files:

Number of copies: Two (2) Copies of Drawings in dwg format & PDF format on CD

ACCURACY DOCUMENTS: incorporate all modifications made during the progress of the work and testing period. Show any provisions for the future.

ENDORSEMENT: Sign and date all record drawings. Keep one set of shop drawings on site at all times expressly for the purpose of marking changes made during the progress of the works.

3.8 Operation and Maintenance Manuals

General

The Contractor must submit operation and maintenance manuals for Construction Works.

AUTHORS AND COMPILERS: Personnel experienced in the maintenance and operation of equipment and systems installed, and with editorial ability.

SUBDIVISION: By installation or system, depending on project size.

REFERENCED DOCUMENTS: If referenced documents or technical sections require that manuals be submitted, include corresponding material in the operation and maintenance manuals.

Format

REQUIREMENT: A4 size loose leaf, in commercial quality, 4 ring binders with hard covers, each indexed, divided and titled. Include the following features:

PAGINATION: Number pages consecutively.

COVER: Identify each binder with typed or printed title `OPERATION AND MAINTENANCE MANUAL' to spine. Identify title of project, volume number, volume subject matter, and date of issue.

Ring size: 50 mm maximum, with compressor bars.

TEXT: Manufacturers' printed data, including associated diagrams, or typewritten, single-sided on bond paper, in clear concise English.

DIVIDERS: Durable divider for each separate element; with typed description of systems and major equipment components. Clearly print short titles under laminated plastic tabs.

DRAWINGS: Fold drawings to A4 size and accommodate them in the binders so that they may be unfolded without being detached from the rings. Provide with reinforced punched binder tabs.

CONTENTS-GENERAL: Include the following:

a. drawings and technical data: As necessary for the efficient operation and maintenance of the installation;

b. table of contents: For each volume. Title to match cover;

c. directory: names, addresses, and telephone and facsimile numbers of principal consultant, sub consultants, contractor, subcontractors and names of responsible parties;

d. equipment descriptions;

e. name, address and telephone and facsimile numbers of the manufacturer and supplier of items of equipment installed, together with catalogue list numbers; and

f. schedules (system by system) of equipment, stating locations, duties, performance figures and dates of manufacture. Provide a unique code numb cross referenced to the record and diagrammatic drawings and schedule including spare parts schedule, for each item of equipment installed.

Operation procedures: Manufacturer's technical literature as appropriate.

Maintenance procedures: Manufacturer's technical literature as appropriate Register with manufacturer as necessary. Retain copies delivered with equipment detailed recommendations for preventative maintenance frequency an procedures,

Safe trouble-shooting, disassembly, repair and reassembly, cleaning, alignment and adjustment, balancing and checking procedures. Provide logical step-b step sequence of instructions for each procedure.

Schedule of spares recommended to be held on Site.

CERTIFICATES:

g. Copies of manufacturers' warranties.

h. Certificates from authorities.

i. Product certification.

DRAWINGS:

Record drawings, full size.

CONTENTS SERVICES:

- Installation description: General description of the installations
- Systems descriptions: Technical description of the systems installed, written to ensure that the Owner's Personnel fully understand the scope and facilities provided. Identify function, Normal operating characteristics, and limiting conditions.
- Systems performance: Technical description of the mode of operation of the systems installed.

Equipment descriptions:

- Manufacturers' technical literature for equipment installed, assembled specifically for the project, excluding irrelevant matter. Mark each product data sheet to clearly identify specific products and component parts used in the installation, and data applicable to the installation.
- Supplements to product data to illustrate relations of component parts. Include typed text as necessary.

Operation procedures:

- Safe starting up, running-in, operating and shutting down procedures for systems installed.
- Include logical step-by-step sequence of instructions for each procedure.
- Control sequences and flow diagrams for systems installed.
- Legend for colour-coded services.
- Schedules of fixed and variable equipment settings established during commissioning and maintenance.
- Procedures for seasonal changeovers.

Maintenance procedures:

- Schedule of normal consumable items, local sources of supply, and expected replacement intervals up to a running time of 40 000 hours. Include lubricant and lubrication schedules for equipment.
- Instructions for use of tools and testing equipment.
- Emergency procedures, including telephone numbers for emergency services, and procedures for fault finding.

Certificates:

- Copies of test certificates for the mechanical installation and equipment used in the installation.
- Test and balancing reports.

Drawings:

- Switchgear and control gear assembly circuit schedules including electrical service characteristic, controls and communications.
- Charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

FINAL DRAFTS: The Contractor must submit final drafts of the operation and maintenance manuals for review prior to Completion (but no later than 2 weeks before Completion). The Contract must include, if available, certificates from authorities, and warranties.

Timing and Quantity

DRAFT MANUALS: Submit two draft manuals six (6) weeks before the date for practical completion to enable the Owner's Personnel to familiarise themselves with the installation. Include provisional record drawings and preliminary performance data.

FORMAT: As for the final manuals, with temporary insertions for items which cannot be finalised until the installation is commissioned and tested.

PROGRESSIVE: For equipment put into service during construction and operated by Owner, submit manuals within 2 weeks after acceptance.

FINAL COPIES: At Practical Completion. Submit the final volumes. Incorporate feedback from review and from training of Owner's Personnel, including preparation and insertion of additional data.

NUMBER: Minimum of three sets and when applicable two soft copies of drawings on USB or CD.

Training General

OPERATION AND MAINTENANCE MANUALS: Use items and procedures listed in the final draft operation and maintenance manuals as the basis for instruction. Review contents with the Owner's Personnel in detail.

FORMAT: Conduct training at agreed time, at system or equipment location.

OPERATION: Immediately after practical completion, explain and demonstrate to the Owner's

Personnel the purpose, function and operation of the installations.

MAINTENANCE: Immediately after practical completion, explain and demonstrate to the Owner's Personnel the purpose, function and maintenance of the installations.

DEMONSTRATORS: Qualified manufacturer's representatives who are knowledgeable about the installations.

SEASONAL OPERATION: For equipment requiring seasonal operation, demonstrate the appropriate season and within 6 months.

SUBSECTION 004 QUALITY MANAGEMENT AND MATERIALS AND WORKMANSHIP

4.1 Quality Management Requirements

Quality Management System

The Contractor must maintain its quality management system. Obtain evidence from proposed subcontractors and certify that Subcontractors' quality management systems meet the requirements of the Contractor's quality management system. Any quality management system must be used only as an aid to achieving compliance with this Contract and to document such compliance and does not discharge the Contractor's other obligations under this Contract.

Project Quality Management Plan

The Contractor must develop and implement a Project Quality Management Plan that complies with the NSW Government Quality Management Systems Guidelines, as amended from time to time (**QMS Guidelines**). The QMS Guidelines are available at:

https://www.procurepoint.nsw.gov.au.

The Contractor must submit the Project Quality Management Plan within twenty eight (28) days of the Award Date together with QMS Guidelines Appendix, Quality Management Plan assessment checklist, completed by the Contractor, with cross-referencing of the AS/NZS ISO9001:2008 clause numbers to the Contractor's Project Quality Management Plan.

The Project Quality Management Plan must cover the relevant elements of the Contractor's quality management system and include an index of the Contractor's quality procedures and proposed Inspection and Test Plans and associated checklists.

The Contractor must

a. include a schedule of internal audits for the Contract with respect to its quality management system; and

b. submit a copy, in the format acceptable to the Owner, of each audit report prepared for the relevant audit within ten (10) Business Days of the date of the relevant audit.

Managing work quality

The Contractor must prepare and implement Inspection and Test Plans, complying with the QMS Guidelines, incorporating the Hold and Witness points as agreed with the Owner's Representative (and its auditor).

The Contractor must submit copies of Inspection and Test Plans and checklists not less than five (5) Business Days before commencing the work to which they apply. Also submit certification that the relevant quality management plans and Inspection and Test Plans of Subcontractors and meet the requirements of the QMS Guidelines. The Contractor must not start any work before this documentation is submitted.

The Contractor must give at least 24 hours' notice prior to reaching a Hold or Witness point. The Contractor must not proceed beyond a Hold point without endorsement by the Owner or its authorised representative. The Owner, at its discretion, may inspect the work at a Witness point, but work may proceed without endorsement.

Endorsement by the Owner at a Hold or Witness point does not release the Contractor from its obligations to achieve the specified requirements of the Contract.

Surveillance (monitoring) by the Owner will apply to all work associated with the Contract.

Conformance records

The Contractor must submit copies of conformance records as specified, including:

a. the Contractor's certification of quality conformity and performance;

b. test results obtained from testing laboratories;

c. quality or test records obtained from manufacturers and suppliers;

d. register of product and service conformity records;

e. structural compliance certificates;

f. operation and maintenance manuals; and

g. commissioning procedures.

Conformance records - Time when records are required

With each payment claim (or as otherwise agreed with the Owner's representative):

a. Completed Inspection & Test Plans and associated checklists;

b. Materials testing results (concrete, soils and excavated materials);

c. Survey results of piles locations; Survey results of core locations; and

d. Other records, including certificates, observation records and the like as deemed necessary by the Owner's Representative.

Failure to Comply

If the Contractor fails to comply with the requirements of this section 4.1, the Owner's Representative may implement such inspections and tests as the Owner's Representative determines and the cost incurred by the Owner shall be a debt due from the Contractor.

4.2 Materials and Labour

The Contractor shall, unless the Contract otherwise provides, supply at its own cost and expense everything necessary for the proper completion of the Works, Contractor Activities and the Construction Works and the proper performance of its obligations under the Contract.

The Contractor shall give the Owner's Representative upon request full particulars of the mode, place and programme of manufacture and source of supply and the performance capacities and such other information as the Owner's Representative considers necessary of any materials required for use in the work under the Contract. The Contractor shall, before it arranges manufacture off site of any works of fabricated item to be used in the work under the Contract, give the Owner's Representative reasonable notice of its intention to do so.

Unless otherwise specified, any materials to be incorporated in the Works shall be new.

Any material used in the work under the Contract and any standard of workmanship shall conform to the provisions of the Contract or, in the absence of any such provision, shall be of a kind which is suitable for its purpose and consistent with the nature and character of the Works.

Unless otherwise specified all materials shall be new and of the best quality of their respective kind.

Provide all items, articles, operations or methods listed, mentioned, scheduled or otherwise shown or described in the Agreement including all labour, materials, scaffolding, equipment and incidentals necessary for the proper execution of the Works. All materials shall be fabricated, finished, erected or installed in the currently best known manner and by skilled artisans, mechanics or tradesmen, licensed where necessary.

The Contractor shall not be entitled to any adjustment of the Contract Sum or extension of time by reason of the short supply of or the substitution by it of any items, articles or materials.

Unless otherwise specified, use manufactured items in the work under the Contract in accordance with current published recommendations of the manufacturer relevant to such use.

The Contractor shall at its own cost provide adequate storage and protection for materials so as to preserve their quality and fitness for the Works.

4.3 Standards

AUSTRALIAN STANDARDS: Unless otherwise specified in the Contract, and where applicable, materials and workmanship shall be in accordance with the relevant standard of the Standards

Association of Australia.

CURRENT EDITION: A standard applicable to the Works shall be the edition last published prior to the closing date for tenders unless otherwise specified.

OTHER STANDARDS: Overseas standards and other standard documents named in the Specification shall be applicable in the same manner as Australian Standards to relevant materials and workmanship.

4.4 Samples

Items in respect of which samples are specified shall be in accordance with an approved sample, or within a range defined by approved samples, as determined by the Owner's Representative, otherwise such items shall be liable to rejection. Keep approved samples in good condition on the Site until Completion.

Where samples are required to be submitted by the Contractor, the Contractor shall be solely responsible for the consequences of delay resulting from failure to allow adequate time for the assessment and approval of samples, or from the rejection of samples which do not comply with the Specifications applicable to the sample, or the like.

4.5 Prototypes

When specified in the various Construction Works, the Contractor must attend to the prototyping of systems or materials on or off the Site as specified or as directed by the Owner's Representative. To facilitate the co-ordination of the Construction Works, prototypes shall be completed sufficiently in advance of the main trade sequence of operation for that particular section of the Works to allow modifications to be tested, agreed, adopted and incorporated in manufacture prior to main installation. At the discretion of the Owner's Representative, approved prototypes, may remain in position as completed work.

4.6 Independent Testing

Unless otherwise specified, any testing required by the Contract to be by an independent authority shall be carried out by an approved member of the National Association of Testing Authorities Australia (NATA).

4.7 Trade Warranties

The Contractor must maintain and register warranties with manufacturers. The Contractor must retain copies delivered with components and equipment and issue to the Owner prior to Completion.

If installation of a particular good or product is not completed by the manufacturer, and product warranty is conditional on the manufacturer's approval of the installer, submit the manufacturer's written approval of the installing firm.

The Owner's requirements concerning warranties are as follows:

a. the Contractor must provide the warranties under the various trade sections of the Specification except where this is not reasonably possible and where it has so notified the Owner's Representative in writing before the Construction Work of the relevant subcontract has been proceeded with or the particular item ordered;

b. the Contractor must either concurrently with or prior to giving to the Owner's Representative, the written notice referred to in the Contract, procure such specified warranties which shall be issued in favour of both the Contractor and the Owner so that thereafter the person(s) or company ("the Warrantor") providing the warranty shall be directly responsible to both the Contractor and the Owner;

c. the "Contractors Warranty" must be provided by the Contractor in addition to the warranties referred to in paragraphs a. and b. above and such warranties shall not have the effect of relieving or reducing the Contractor of its obligation and liability to the Owner under the Contract;

d. all warranty periods will commence from the Date of Completion of Separable Portion Three (Main Building Works) and remain in force for the periods specified and failing the same, for a

period not less than the expiration of the Defects Liability Period;

e. where warranties are specified the Contractor must obtain a written warranty from the person, firm or corporation supplying materials or executing the relevant work and shall deliver those written warranties to the Owner's Representative prior to Completion of the Works;

f. the written warranties shall state that design, workmanship, materials and installation are warranted for the required period as specified from the Date of Completion of Separable Portion 3, or some earlier date as agreed in writing by the Owner. The warranties shall further state that any defects which may arise during the warranty period shall be made good and any additional work in other trades resulting from such making good shall be undertaken at the expense of the Warrantor, upon receipt of written notice from the Owner's Representative or Contractor for the carrying out of such making good and the undertaking of any such additional work in other trades; and

g. the Owner's Representative will not be obliged to issue the Notice of Completion until the requirements of this section have been complied with.

4.8 Proprietary Items

A proprietary item shall be any item identified by graphic representation on the drawings, or by naming one or more of the following: manufacturer, supplier, installer, trade name, brand name, catalogue or reference number, and the like.

The identifications of a proprietary item shall not necessarily imply exclusive preference for the item so identified, but shall be deemed to indicate the required properties of the item, such as type, quality, appearance, finish, method of construction, performance and the like.

A similar alternative item having the required properties may be offered by the Contractor. The Owner's Representative may in its absolute discretion adopt or reject the alternative. Alternatives can only be used where there is a written direction from the Owner's Representative.

No claim shall arise from any rejection, nor, unless otherwise agreed, shall adoption of an alternative be grounds for any claim for additional cost or time.

When offering an alternative for approval, provide all available technical information, and any other relevant information requested by the Owner's Representative. If so requested, obtain and submit reports on relevant tests by an independent testing authority.

The Contractor must state whether the use of the alternative will require alteration to any other part of the Works or Construction Works (as applicable). If the alternative is adopted, carry out any such alteration without extra charge. If the selection and acceptance of an alternative requires the re documentation of part or all of the works then the Contractor shall be responsible for the costs associated with the re documentation. These costs when due and payable will be deducted from the monthly payment claim and paid directly by the Owner.

4.9 Sealed Containers

The Contractor must ensure that materials and products supplied by subcontractors and manufacturers in closed or sealed containers or packages shall be brought to the point of use in the Works or the Construction Works (as applicable) in the original unbroken container or package, otherwise they shall be liable to rejection.

4.10 Joining Up

Carry out the joining of new work to existing work, and any consequent cutting away, in a manner approved by the Owner's Representative, and make good to match existing adjacent work in all respects.

4.11 Salvaged Items

Unless otherwise specified, and subject to the provisions of the Contract, materials, plant, equipment or other things salvaged from the Works shall become the property of the Owner and the Contractor shall seek direction from the Owner concerning its removal (or otherwise) from the Site.

4.12 Materials to be supplied by the Owner

Owner supplied materials

Various materials may be supplied by the Owner without charge to the Contractor for use in the execution of the Works and Contractor's Activities (and for no other purpose) subject to the following conditions:

a. the Contractor shall submit a written request for the Owner's supplied materials and, on receiving the Owner's Representative's written authority, take delivery of the Owner's supplied materials and at the time and place specified by the Owner's Representative in writing;

b. before taking delivery of the Owner's supplied materials, the Contractor shall ensure that they are in a satisfactory condition and in the quantities specified;

c. upon delivery to the Contractor, the Owner will not be liable upon any Claim by the Contractor for the replacement of any of the Owner's supplied materials that the Contractor claims to be defective or deficient in quantity;

d. the Contractor shall arrange for the return of surplus Owner's supplied materials issued to the Contractor by the Owner as directed by the Owner's Representative; and

e. the Contractor shall issue a statutory declaration to the Owner prior to Completion declaring that, other than the surplus Owner's supplied materials referred to in paragraph (e) above, the Owner's supplied materials have been used in the execution of the Works and Contractor's Activities only.

Additional requirements relating to Owner supplied materials

The Contractor acknowledges and agrees that:

a. upon and after delivery the Contractor shall be responsible for the safety and security of all Owner's supplied materials until they are incorporated into the Works and Contractor's Activities and the Contractor must exercise all reasonable care and take all reasonable steps to protect the Owner's supplied materials from loss or damage, including managing "Waste" within reasonable limits (eg: 2.5% waste only);

b. must notify the Owner within 48 hours of any such loss or damage;

c. releases the Owner from any claim for such loss or damage howsoever arising; and

d. any further materials required for the purpose of replacing Owner's supplied materials that are damaged, lost or require resupply, will be replaced at the Contractor's expense at either the prevailing price/s at the time.

4.13 Delivery and storage of items supplied by the Owner

The Customer must take delivery of the Owner's supplied material by the Owner for the purpose of carrying out the work under the Contract. In the case of Owner's materials supplied by the Owner in truck or other conveyance or in store, the Contractor is deemed to have taken delivery at commencement of removal from the truck or other conveyance or from the store.

The Customer must inspect the Owner's supplied material by the Owner, when taking delivery and ensure that it is in good condition, and give a receipt to that effect in writing. Note any damaged material received on the receipt and notify the Owner's Representative of the damage. Stack all damaged material where directed, for inspection by the Owner's Representative.

4.14 Protection and Making Good Of Work and Material

a. The Contractor shall ensure as far as possible that each subcontractor shall work in a co-operative manner with other subcontractors and tradesmen engaged by the Contractor in connection with the Works and so as not to interfere with or damage their work and shall comply with all instructions of the Contractor relating to such matters.

b. The Contractor shall adequately and as may be more fully described in the various trade sections of the Specifications, protect work and materials including works and materials of subcontractors and suppliers and shall progressively make good damage done to such work

and materials until Practical Completion of each Stage of the Works and also thereafter during rectification of notified defects until the Final Certificate is issued, provided that such damage is done by employees or representatives of the Contractor or its subcontractors.

c. Protection shall be applied or provided as soon as a surface is finished and/or materials arrive on the Site or as may be otherwise desirable and adequate protection shall be maintained in effective condition until Practical Completion of that Stage of the Works and shall be removed at Practical Completion of each applicable stage or upon rectification of notified defects, whichever shall be the later. Protection costs as specified shall be borne by the Contractor. Generally protection for work done off site by subcontractors will be specified to form part of each subcontract. The Contractor shall remove protection and clean surfaces so protected and make good damage as each Stage of the Works reach the stage of Practical Completion.

d. The Contractor shall, in consultation with the appropriate subcontractors and suppliers where applicable, determine the type and extent of protection required.

Cleaning required to be done by the particular Subcontractor prior to handover consists generally of removal of debris and dirt resulting from the factory and site installation work only. Final cleaning and polishing shall be engaged in accordance with clause 8 of the Conditions of Contract, by the Contractor as specified.

e. Screens, Doors, Balustrades and the like:-

The suppliers and/or fixers shall cover exposed surfaces with an approved strippable protection. The Contractor shall ensure the protection until Practical Completion of the relevant Stage of the Works and shall make good where damaged. The Contractor shall fix 25mm thick softwood linings to members of frames to openings used for the passage of men or materials and of frames in the vicinity of chutes and hoists.

f. Metal and Timber Door Frames:-

The Contractor shall fix masking tape to door frame faces and 25mm thick softwood linings (or equal approved) to jambs for the full height of each door.

g. Timber Panelling:-

The Contractor shall fix continuous layer of bubble wrap polythene film (or equal approved) over all exposed surfaces.

h. Lift Car Interiors:- The Contractor shall ensures its protection at all times.

i. When a room within the Works is used as a workshop or storeroom the Contractor shall be responsible for repainting, patching or cleaning arising from such use. The Contractor shall ensure that no workmen will mix materials on the floors of such room or on finished floors.

j. Men engaged upon the execution of the Works shall not use a sill, fittings or other equipment or finished parts of the Works as a place for depositing tools, materials, support for scaffolding or as work benches without adequate protection. Provide and erect independent scaffolding, ladders, benches and other facilities. Protect fittings from dirt, plaster, moisture and damage, make good work and materials from commencement of work on the site until Practical Completion of each Stage of the Works.

k. Notwithstanding the foregoing paragraphs of this section the Contractor shall provide adequate storage and protection for materials and equipment so as to preserve their quality and fitness for incorporation in the Works and shall comply with provisions of the Specifications detailing the nature and extent of required specific protection.

SUBSECTION 005 ADMINISTRATION

5.1 Contractor's Personnel

The Contractor must provide constant and competent direction, coordination and superintendence of all work and of all Construction Work in all phases and parts of the Works so that the required standards of the Contract (including subcontracts) shall be completed with and without limiting the same in particular the Contractor shall:

a. determine the correct order of execution of the Construction Works by the various trades and services Subcontractors.

b. examine and test all parts of the Construction Works and Works to ensure conformity of those executed parts with the Contract before the following Trades and Services sub-contractors proceed with their work.

c. Superintend as far as is reasonably possible the manufacture of all building components expressly made for the Works, manufactured, stored or stockpiled off the Site.

d. Ensure that the sequence of work prevents damage to completed work or delays in the execution of the Works, any required progressive completion and handover to the Owner of identified completed areas or parts of the Works and the achievement of Practical Completion of the Works.

The Contractor shall provide personnel, expert where appropriate, for the purpose of the Contract and the execution of the Works so as at least to meet the following requirements:

e. EXECUTIVE IN CHARGE OF THE WORKS: One of the senior executives of the Contractor or other senior executive in the Contractor's organisation who shall be responsible for the overall direction, control and management of the execution of the Works and management of the Contract;

f. PROJECT MANAGER: A person employed for the duration of the Contract, who shall have technical ability and field experience commensurate with the scale and nature of the Works, who shall be responsible for instruction and for maintaining liaison between the Site, the Contractor's supervisory personnel, the Contractor's head office, the Owner / Owner's Representative and others;

g. SITE MANAGER(s): A person OR persons employed on the Site for the duration of the Contract, who shall have technical ability and field experience commensurate with the scale and nature of the Works, who shall be responsible for instruction and for maintaining liaison between the Site, the Contractor's supervisory personnel, the Contractor's head office, the Owner/ Owner's Representative and others and who shall be "The competent person"; and

h. FOREMEN: Appropriately qualified and experienced personnel who shall be employed on the Site at all times, including out of hours work, and who shall be responsible for the day to day supervision of quality of materials and workmanship and coordination of sub-contractors for the duration of the period of the execution of the relevant sections of the Works up to Completion and who shall be "the competent person".

Such personnel shall be familiar with current best industry practices, experienced in projects of a similar nature to the Works and shall specialise in the following areas:

i. structural and building trades;

j. mechanical, electrical, hydraulic and fire protection services, including "co-ordination"; and

k. finishing trades and acoustic construction.

Such additional foreman, sub-foremen, leading hands and labourers as will be necessary for the efficient execution and completion of the Works.

The Contractor must provide the Owner's Representative with a Schedule of Supervisory Personnel detailing the identities for the personnel being provided by the Contractor in accordance with this section 5.1 and these people will be included as 'Key People' for the purposes of the Contract Particulars. The personnel therein referred to shall not be withdrawn from their indicated duties nor changed without the written approval of the Owner's Representative (not to be unreasonably

withheld). Replacement personnel shall have equivalent qualifications to those personnel being replaced and shall be determined by the Owner's Representative.

5.2 Owner's Representative's Approval & Review

No expression of the Owner's Representative's approval or satisfaction shall be deemed to be acceptance of defective work or work or materials not complying with the Contract or as authority for any variation except where such variation is authorised as provided for in the Contract.

The Owner's Representative's review of shop drawings, samples, prototypes and its inspections on-site of work in course of execution or completion shall not be construed as its having accepted the Works. Work not in conformity with the requirements of the Contract may be rejected by the Owner's Representative at any stage prior to the issue of the Notice of Completion.

5.3 Requests for Information (RFI)

The Owner's Representative has at least ten (10) Business Days to respond to any of the Contractor's RFIs, unless otherwise approved in writing by the Owner. Accordingly, the Contractor must submit its RFIs well in advance of the requirements of the Construction Program eg: for RFIs relating to the design, the Contractor must review the design documentation and construction detailing well in advance of its needs for design confirmation, in order to meet the Construction Program and submit its RFIs in sufficient time to allow the design to be clarified, by giving the Owner's Representative at least ten (10) Business Days' notice to respond to the RFI.

Notwithstanding any entitlements under clause 10 of the Conditions of Contract for the Contractor to claim an extension of time, the Contractor is not be entitled to request / or be awarded an extension of time for late resolution of the Contractor's RFIs related to any of the design documentation. In accordance with clause 2.1B(d) of the Conditions of Contract, the Contractor is obligated to progressively review the design documentation "for design ambiguity, discrepancies and omissions to support the proper completion of the design" in a prompt and timely manner – and in advance to avoid any potential delay.

5.4 Administrative Responsibilities

The facilities to be afforded by the Contractor to the Owner's Representative must include a daily report setting out the number of men employed on the Site in each Construction Works and summarising delivery notes of all goods and materials arriving on the Site and in addition the Contractor shall make available any information relating to delays in the progress of the execution of the Works due to any cause. No inspection or examination by the Owner's Representative of any materials, goods, items or workmanship shall be deemed to be acceptance or approval thereof for the purposes of the Contract nor shall it relieve or release the Contractor from its obligation under the Contract.

5.5 Inspections

The responsibilities of the Owner's Representative and the Owner's Design Consultant do not include continuous inspection nor does responsibility to see that the Contractor at all times conform to the details of drawings and specifications. The Contractor shall employ adequate site staffing resources to ensure continuous supervision and conformity with the Contract.

In addition to any requirement of the Development Approval and the construction certificate, the Contractor shall notify the Owner's Representative when the following items are available for inspection:

a. completion of setting out of particular works and the Contractor, if requested by the Owner's Representative, shall check the set out in the presence of the Owner's Representative;

b. setting out, support and tying of any reinforcement for concrete;

c. Closing in of any cavity in a cavity wall or otherwise and the Contractor shall, if requested by the Owner's Representative, provide whatever is necessary for the convenient inspection of the cavities;

d. application of any plaster, paint, tile or other applied finish;

e. completion of any service wiring, air conditioning drainage or piping layouts which are to be concealed by structure or finishes; and

f. preparation of any samples required by the Specification.

The Contractor must give the Owner's Representative at least forty-eight (48) hours' notice prior to any inspection under this section 5.5. Where the Contractor has failed to provide such notice it is reasonable for the Owner to request the Contractor to organise another inspection at a time that suits the Owner's Representative and associated delay is at the risk of the Contractor and the Contractor will not be entitled to claim an extension of time.

The Contractor must provide such facilities as may be reasonably required by the Owner's Representative to enable proper inspections to be made.

If the Specifications or any applicable laws or if any Authorities require any work to be specially tested, inspected or approved, then timely notice shall be given by the Contractor to the Owner's Representative of its readiness for inspection. If any such work shall be covered up without approval or consent of the Owner's Representative it must, if required by the Owner's Representative, and at the Contractor's cost and expense be uncovered for examination and re-covered when tested and / or inspected and approved.

The Contractor must provide sufficient safe and proper facilities at all times for any inspections, of any of the Contractor's Activities, Works or Construction Work by the Owner's Representative, the Owner's Personnel, other Consultants, representatives of the Owner and authorised inspectors of Government or Municipal offices. No inspections will be carried out on Saturdays, Sundays or public holidays, unless by special arrangement agreed between the parties.

5.6 Project Reporting & meetings

Monthly reporting

The Contractor must:

a. in accordance with clause 3.9 of the Conditions of Contract, meet with the Owner and any other persons whom the Owner requires or nominates (including sub-contractors and design consultants);

b. prepare and provide the Owner with a written report at least five (5) Business Days before each meeting held in accordance with this section and addressing the following:

(i) all work health, safety and rehabilitation matters, including a summary of the Contractor's compliance with WHS Legislation;

(ii) progress of the design and design documentation in accordance with the clause 2.1B(d)(iv) of the Conditions of Contract;

(iii) progress of the Works including a minimum of six digital photographs of the Works;

(iv) particulars of status of the Works against the current approved Construction Program;

(v) particulars of construction status of the Works against the current approved Construction Program;

(vi) particulars of status of any deviations from the current approved Construction Program;

(vii) details of any matters which currently have a positive or adverse effect on the Works;

(viii) details of any matters which in the Contractor's opinion have the potential to affect or delay the Works;

(ix) particulars of preventative and remedial action which has been, is being, or may be taken in respect of potential delays in relation to the Works;

(x) a report on the status of any RFIs;

(xi) a report on the status of all Variations, including variations for which a variation order has issued, or any proposed variations;

(xii) summary of claims made by the Contractor under the Contract, and the status of those claims; and

(xiii) details of any other matters affecting or likely to affect the progress and cost of the Works.

Site Diary

The Contractor shall maintain a daily site diary to record general progress and any significant events, the number of personnel and the list of subcontractors on the Site, temperature and weather conditions, meetings, visits and inspections, delays, unusual events and accidents. The original copy must be available for inspection by the Owner at any time without notice and a copy of each daily diary shall be issued by the Contractor to the Owner each week, at the end of the week for the previous week's activities.

Site co-ordination meetings

The Contractor will convene, chair and minute regular Site Co-ordination Meetings to address the coordination of design, materials, services and hard and soft facilities management services with the Owner.

The Contractor must coordinate the Site co-ordination meetings, to be attended by the Owner, Contractor and other Owner Personnel as required.

The agenda for the meetings will be agreed between the Owner and Contractor, acting reasonably.

The Contractor must prepare and issue minutes within forty-eight (48) hours of this site co-ordination meeting to the Owner for its review and comment. The Owner must provide its comments to the Contractor within five (5) Business Days of receiving the minutes (or such other time the parties agree), after which the Contractor will issue the minutes in final. If the Owner does not provide its comments within this timeframe, the minutes as issued by the Contractor will be final.

5.7 Site Meetings with Subcontractors

Throughout the duration of the Contract, the Contactor must arrange meetings with appropriate Subcontractors and if requested by the Owner's Representative, with the Owner's Representative and Owner's Design Consultant in attendance. Keep minutes of such meetings and have two copies thereof forwarded to the Owner's Representative within three Business Days after each meeting.

At the first site meeting with Subcontractors, the Contractor must submit to the Owner's Representative the names and telephone numbers of all responsible persons who may be contacted after hours during the course of the Contract.

5.8 Job Progress Record – photos and video footage and film

Photos

The Contractor shall arrange for and pay all costs associated with the provision of appropriate photographs to be taken showing appropriate parts of the Works as will best record those parts and the progress and completion of the execution of the Works.

The Contractor shall take digital photographs on a monthly basis and issue them to the Owner's Representative via email, in a format specified from the Owner's Representative from time to time.

Video footage and film

On behalf of the Owner, the Contractor shall install at least two time lapse cameras, or any other amount as Directed by the Owner, to progressively capture on a daily basis the construction of the Works on Site. The location of the cameras shall be approved by the Owner prior to the

Contractor installing them. The Owner, acting reasonably, Direct the Contractor to move the cameras .

The Contractor shall securely store the footage recorded by each camera and progressively issue to the Owner.

The Contract shall edit the footage and produce a final film that depicts the construction of the works with the dates the works were carried out shown on the footage. The contractor shall purchase cameras made by "Brinno" or similar approved by the Owner: http://www.brinno.com/construction-camera/BCC100#scroll-spec.

Intellectual property rights

The Contractor agrees that, immediately upon the creation of any photo, video footage or film (collectively "**the Materials**"), the Owner owns those Materials (as appropriate).

The Contractor assigns to the Owner all existing and future intellectual property rights subsisting in and to any Materials (including any Materials which have been jointly created, developed or brought into existence by the Owner and Contractor).

The Contractor must do all things reasonably required, including executing any documents, to further effect the assignment of the intellectual property rights in the Materials from the Contractor to the Owner in this section 5.8.

The Contractor must procure that its Personnel ensure that the ownership of the intellectual property rights in the Materials which would, but for the application of this section 5.8, vest in such Personnel, vest in or are transferred or assigned immediately to the Owner on and from the date of creation.

5.9 Works Administration Platform

Requirement

To ensure efficient information management on the Project, the web-based electronic document management system Aconex ("**the System**") will be used for, and will be the recognised method of, transmitting formal Project correspondence, documents and information between the parties, including the Owners Representative and the Contractor; and the Contractor and its Subcontractors. Where it is necessary to transmit original signed documents, these shall be acceptable forms of correspondence only when they have been issued via the System first.

An existing license for the System has been procured by the Owner and is currently in use on the Project.

There is no requirement for the Contractor to include for their own project-wide web-based information for the Project. It is the Contractor's responsibility to ensure the System is used by all Subcontractors and suppliers engaged by the Contractor on this Project, including contractors, sub-contractors, suppliers and their subsequent legal successors in title.

5.10 Construction Program

The Construction Program shall be prepared using Primavera software by adopting good industry practice and be completed to a level of detail to ensure the progress of the Works in accordance with the Contract – including identifying one critical path through the network. The Construction Program must stipulate a positive construction period and shall be presented on a time- scaled Gannt chart showing logical interdependencies of activities and which shall show resource constraints, shall cover all such matters as the intended methods, staging and sequence of construction, hoisting and transporting of men and materials, utilisation of plant and equipment and any other restrictions imposed by limitations of skilled tradesmen or other labour. The Construction Program shall show the Business Days as described in the Contract.

The Construction Program shall be prepared by the Contractor in Gant Chart form with sub-networks as required to describe and detail adequately the critical activities, preliminary structural activities shall be shown therein in detail and other activities shall be shown therein by reference to overall times.

The Construction Program shall incorporate the Dates for completion of each Separable Portion

and the Date for Practical Completion of the Works.

The Construction Program shall provide details of the estimated duration, the interdependencies and the occurrence of every significant activity necessary to achieve Completion of the Works, including without in any way affecting the generality of the foregoing the supply only and the supply and fixing of works by suppliers and sub-contractors and the early completion and early handover of areas and parts of the Works and certain services as may then have been identified. Where any uncertainty exists surrounding the programming of the works of Subcontractors and the supply of supply items by suppliers the relevant activities shall be initially programmed on the basis of the Contractor's experience and adjusted as soon as final details can be resolved when the subcontract and supply agreement packages and items are being let but without there being any consequential change in the Date for Completion. Durations shall be shown in Business Days.

The allowable duration expressed in working days of each activity shall vary with respect to the type of activity, its interdependencies and its significance. Generally, no activity shall have a duration exceeding ten working days. If necessary, any activity duration exceeding 10 (ten) Business Days shall, where possible, be broken down into sub-activities with sub-durations.

Significant activities will also include but be not limited to:

a. the calling of tenders for the Construction Works and the letting of contracts and agreements for the Constriction Works. Further details of each step in the procurement process for each trade shall be detailed by the Contractor in an "Offsite" activity list – to ensure procurement is completed within the ties and dates in the Construction Program;

b. the supply of any required drawings or information by the Owner's Representative or the Owner's Design Consultant;

c. qpprovals required from Authorities;

d. provision and approval of shop drawings;

e. provision and approval of prototypes and samples;

f. any off-site activity such as prefabrication, early ordering of major plant, equipment and materials;

g. provision for Owner's Representative's inspection and subsequent Contractors' rectification of defects prior to Owner occupancy;

h. the early completion and handover of Separable Portions of the Works.;

i. contingency allowances shall not be included in the activity durations, but shall be shown separately; and

j. the Construction Program will be structured so that the Contractor's methods, sequences and techniques and the utilization of men, materials, equipment and plant are clearly shown.

In particular but without affecting the generality of the foregoing paragraph, the Construction Program will show or include the following details as supportive materials:

k. Location of construction office, amenities, site storage, Subcontractors' areas, points of access and egress;

l. cycle times of repetitive activities based on multi-activity charts with due allowances for crew learning.

m. plant and equipment on which the Program is based including formwork, cranes, hoists and use of permanent lifts.

The Construction Program must also indicate a 'Project Calendar' which shall relate start and finish times shown on the Construction Program to calendar dates after taking into account only working days.

The Construction Program shall be prepared in two stages as follows:

n. when requested by the Owner's Representative to do so, the Contractor must submit to the Owner's Representative a preliminary Construction Program for its review.

o. when requested by the Owner's Representative to do so, the Contractor shall submit to the Owner's Representative a Construction Program for approval, being the fully detailed and analysed Construction Program a form to comply with the preceding provisions of this section.

Progress reporting, updating and revisions of the Construction Program shall be as specified in clause 10.2 of the Conditions of Contract.

The Contractor must at all times consult with and pay due regard to the opinions of, and advice given by, the Owner's Representative in relation to the preparation of the Construction Program, reviews thereof, progress reporting and reparation of revised and updated versions of the Construction Program. Notwithstanding, the Contractor shall remain responsible for all planning, scheduling sequences, methods, techniques and the due performance of its obligations under the Contract.

5.11 Program Chart

The Contractor must mount and display in the Contractor's Site office, a current status of the Construction Program to the satisfaction of the Owner and keep this up to date on a weekly basis.

5.12 Work hours to maintain Construction Program

The Contractor shall arrange at no extra cost to the Owner any shift work and/or overtime outside the contracted Working Hours or Owner approved working hours which may become necessary in order to maintain adequate progress of the Works in accordance with the programmed dates for commencement and completion of each trade in each section of the Works, as described in the approved Construction Program. The requirement of this section shall apply, notwithstanding any subsequent reduction to the Contract Work hours or alternate Owner approved hours. The Contractor shall engage all Subcontractors on the same terms.

For the purposes of the Contract, the Specifications and/or an Approved Subcontract Agreement or supply items shall all state that the Subcontractors and suppliers shall allow at no extra cost to the Owner, all shift work and/or overtime as may be necessary to ensure that the progress of their work meets or exceeds the dates in the Construction Program to ensure the Works are completed by the Dates for Completion.

5.13 Cash Flow

The Contractor shall prepare a Cash Flow Forecast for the Project, in a form acceptable by the Owner's Representative, showing the amounts in thousands of dollars ($'000s) of the expected monthly payment statement based on the Construction Program and such other information as was thought to be relevant or reasonably required by the Owner's Representative.

The Cash Flow Forecast shall be revised and updated by the Contractor at regular monthly intervals, so as to maintain consistency with the Construction Program as it is regularly revised and updated and so as to take into account Variations.

The Contractor shall promptly furnish to the Owner's Representative three copies of the Cash Flow Forecast following each such revision and updating.

5.14 Certificates and Payments

The Contractor must, with each payment claim, submit a statement of amounts claimed in respect of each Construction Works package, together with variations included in the claim.

5.15 Compliance with Industrial Awards & Agreements

The Contractor and all subcontractors under the Contractor's industrial control shall as a minimum comply with the requirements of any awards and/or current industrial agreements. No claim for an extension of time for Completion of a Separable Portion of the Works or the Contract Sum shall be considered as a result of the failure by the Contractor to comply with the requirements of this section or to satisfactorily negotiate a Site Agreement or Site Allowance.

In negotiation of any industrial agreements and/or Site Agreements the Contractor shall have regard to any previously negotiated agreements at the Site and shall liaise with other contractors/subcontractors carrying out work at the Site as required in respect of any such

agreements.

5.16 Industrial Relations management

Verification of Compliance with Industrial Relations Obligations

Submit before beginning works on the Site, a statement on the Contractor's letterhead, signed by an authorised person, attesting to the Contractor's compliance, in the preceding twelve months, with all employment and legal obligations including, but not limited to:

a. payment of remuneration to employees;

b. annual leave;

c. Long Service Payments Scheme registration;

d. workers' compensation insurance, including self- insurance arrangements;

e. superannuation fund membership and contributions; and

f. over-award payments such as redundancy fund contributions.

If the Contractor engages an independent industry or employer association or other specialist organisation to provide an auditing service to verify compliance with employment and legal obligations, a statement or declaration from that organisation may be submitted instead of the statement by the Contractor.

Project IR Management Details

The Contractor must submit, before performing the Contractor's Activities and Works work on the Site, a statement detailing:

a. the location of time and wage records and other documents that are required to be kept to verify ongoing compliance with all employment and legal obligations;

b. the names of Federal or NSW awards that are likely to cover subcontractors and other contractors on the project;

c. the names of those responsible for coordinating industrial relations on the Project;

d. an outline of:

   (i) the Contractor's consultation and communication mechanisms with workers, unions, and employer or industry associations;

   (ii) the measures to be implemented to coordinate the interface on the project with Subcontractors, unions and other contractors;

   (iii) the measures for assessing Subcontractors' ability to comply with industrial relations and employment obligations; and

   (iv) the measures to monitor and verify Subcontractors' ongoing compliance.

Failure to comply

If at any time the Contractor has not carried out its obligations under this section - Industrial Relations Management, then notwithstanding any other provision of the Contract, no payment is due to the Contractor until the fifth (5th) day after the required action has been carried out.

5.17 Industrial Relations Matters

Subject to the following paragraph of this section, all trade union and industrial disputes including but not limited to those items listed below and claims so far as they affect or involve the Works shall be dealt with by the Contractor, and at the Contractor's cost.

Notwithstanding the provisions of the Preliminaries whenever questions arise in connection with the trade union and industrial disputes and claims which may reasonably be expected to have an effect on the construction period, the Contractor shall first and immediately consult with and pay

due regard to any expressed views of the Owner through the Owner's Representative.

5.18 Control of Employees

The Contractor shall employ and ensure that its sub-contractors employ in connection with the work under the Contract only such persons as are careful, skilled and experienced in their respective trades and callings.

The Owner's Representative may object to and direct the Contractor to remove or have removed from the site or from any activity connected with the work under the Contract within such time as the Owner's Representative directs, any person employed by the Contractor or by any Subcontractor who in the opinion of the Owner's Representative misconducts itself or is incompetent or negligent in the performance of its duties; and the Contractor shall comply with such direction and any such person shall not be employed on the site or on activities connected with the work under the Contract without the prior approval of the Owner's Representative.

5.19 Clerk of Works

Should the Owner elect to secure day-to-day inspection of the work under the Contract he may appoint a Clerk of Works or Site Inspector and shall forthwith notify the Contractor of such appointment.

SUBSECTION 006 SITE

6.1 Site Identification

The Site shall be the area within the boundaries shown on the drawings.

6.2 Site access

Access on, to and around the Site shall be as permitted by any Authority having jurisdiction and/or as approved by the Owner's Representative. Any restrictions imposed shall be ascertained by the Contractor and adhered to by the Contractor during the execution of the Works.

6.3 Use of Site

The Contractor shall not, without the prior written approval of the Owner or unless the Contract so provides, use the site or permit the site to be used for camping or any residential purpose or for advertising.

6.4 Cleaning Up

The Contractor must keep the work under the Contract clean and tidy as it proceeds and regularly remove from the Site rubbish and surplus material from the execution of the work including any work performed during the Defects Liability Period or any operations maintenance period specified. On completion of the Works clean the inside of the building and both sides of the glazing.

Within seven (7) days of the Date of Completion, remove temporary works, constructional plant, buildings, workshops and equipment not forming part of the Works, except such as are required for work during the Defects Liability Period or any operational maintenance period specified and which shall be removed on completion of that work.

The Contractor must employ an approved firm of pest exterminators and provide a certificate from the firm stating that the complete building is free of vermin.

If the Contractor fails to comply with any obligation imposed on it by this section 6.5 the Owner may, after giving notice in writing to the Contractor, have the work of cleaning or tidying up carried out by a third party and the cost incurred will be recovered by the Owner as a debt due and payable to the Owner by the Contractor.

6.5 Protection of the Site, people and property

The Contractor shall:

a. provide all things and take all measures necessary to protect people and property;

b. avoid unnecessary interference with the passage of people and vehicles; and

c. prevent nuisance and unreasonable noise and disturbance.

The Contractor shall provide, erect and maintain all necessary protective measures as well appropriate, including but not limited to all hoardings, gantries, catch platforms, barricades, guards, fencing, temporary access roadways, footpaths and footpath and footpath crossings and gangways, and shall provide and maintain all watching and traffic flagging, safety helmets, warning signs, vest and other clothing lawfully required by any public or other Authority in connection with the execution or necessary for the protection of the Works, existing areas within the Building and otherwise with the Site, adjoining and other premises and properties or of other property or for the safety and convenience of the public and other and shall remove the same when no longer required, making good any damage occasioned thereby.

The Contractor shall avoid obstruction or damage to roadways and footpaths, drains and watercourses and public utility and other services on or adjacent to the Site which are visible or the location of which can be ascertained by the Contractor from the appropriate Authority or from the Contract. The Contractor shall remove any obstruction immediately and make good any damage at its own cost, in default of which the Owner may employ and pay others to execute the required work and may recover the cost of same as a debt due to the Owner from the Contractor under the Contract. The Contractor shall provide temporary services whilst any repairs are being carried out. At all times, take all reasonable steps to minimise nuisance to adjacent

owners, their tenants and others including nuisance from noise, dust, debris and obstructions arising from the Works.

If the Contractor or the employees or agents of the Contractor damage property, including but not limited to public utilities and services and property on or adjacent to the Site, the Contractor shall promptly make good the damage and pay any compensation which the law requires the Contractor to pay.

The Contractor must promptly notify the Owner's Representative of the occurrence, of the following:

d. Accidents involving death or personal injury.

e. Accidents involving loss of time.

f. Incidents with accident potential such as equipment failure, slides and cave-ins.

g. Accident reports: Submit reports of accidents.

h. Purpose of submission: Information only

ASBESTOS: Do not provide products containing asbestos.

Protective clothing

SAFETY HELMETS: Make available safety helmets for the use of visitors to the site. STANDARDS: To AS/NZS 1801, Type 1.

NUMBER OF HELMETS: Twenty (12)

6.6 Protective Clothing

The Contractor shall ensure that its suppliers and subcontractor provide all approved protective clothing such as helmets, footwear, waterproof clothing, gumboots, goggles, gloves and the like so as to ensure proper and adequate protection for workmen and in any event so as to comply with the requirements of all relevant legislation, authorities and industrial awards.

6.7 Responsibility for Adjoining Properties and Existing Premises

The Contractor shall be responsible for the adequate protection of adjoining properties and existing premises thereon and shall make good any damage to them caused by or in and about the execution of the Works. The interest of the Owner must be safe-guarded by the Contractor in every respect.

The term "adjoining properties" includes public roadways, hoardings, footways and all other properties public or private which may be affected by the execution of the Works whether they have a common boundary with the Site or not.

Before Completion the Contractor shall endeavour to obtain from each affected owner of premises on adjoining properties and from each affected controller of public property a signed certificate or clearance that damage caused to such premises and such public property by the execution of the Works has been made good or that Claims of those owners and controllers in respect of that damage have been satisfied or that no damage was sustained. In the event that such certificates or clearances cannot be obtained by the Contractor it shall furnish reasonable explanation to the Owner. These requirements shall be in addition to other requirements in relation to the Final Certificate provided for elsewhere in the Contract.

Notwithstanding the provisions of the Contract the Notice of Completion shall not relieve the Contractor of any liability for damage caused to adjoining properties due to the negligence or breach of Contract by the Contractor in its execution of the Works.

All measures necessary to safeguard the structural stability of existing structures or improvements erected in or on existing areas and adjoining properties and to afford such structures and improvements moisture and weather protection and protection from any other matter in connection with the execution of the Works as may affect them shall be the sole responsibility of the Contractor and it shall indemnify the Owner against claims by any third parties and controllers of such properties.

Compliance by the Contractor with any or all of the requirements of this section 6.8 will not relieve the Contractor of any legal liability for damage to any existing areas and adjoining properties and premises erected therein or thereon.

6.8 Access to adjacent properties

Where it is necessary for the carrying out of the works, to gain access to or use any part of an adjacent property, including access to hoardings or the like, it shall be the responsibility of the Contractor to obtain permission in writing from the owner of the property and to indemnify the Owner against any claims resulting from or arising from the Contractor's use of the adjacent property, hoardings, etc. or part thereof.

6.9 Work On or To Adjoining Properties

Where the nature of the Works requires that the Contractor to execute work upon, to, in or over an adjoining site or property then:

a. obtain the appropriate permission, which may be subject to conditions as to working space, period of time, hours of work or otherwise; and

b. comply with all conditions attaching to such appropriate permission and in any event the Contractor shall procure the making good Works in accordance with clause 8 of the Conditions of Contract and make good the works in a timely manner to meet the construction program.

The Contractor is deemed to have made arrangements for any access to or over or use of any adjoining site or property which it may require for any propose and will accept liability for and indemnify the Owner in respect of any consequences thereof.

6.10 Contractor's Site areas

The Contractor's access on to and around the Site, and use of the shall be restricted to those areas shown on the drawings or approved by the Owner's Representative, and subject to such conditions as are stated in the Contract or may be imposed by the Owner's Representative or Development Approval.

6.11 Setting out

The Contractor will be responsible for verifying all dimensions and levels on the Site and for the whole of the Works and the location of existing services on and within the Site and within the Building and shall seek instructions from the Owner's Representative as to any discrepancies found before the commencement of execution of work on the Site. The Contractor shall verify positions of boundaries and levels from survey marks and in relation to existing building levels where adjoining to an existing building.

The Contractor shall obtain progressively from a licensed surveyor (approved by the Owner's Representative) certified drawings certifying that setting out accords with the requirements of the Contract or with those requirements as may have been amended by Owner's Representative's instructions and certifying that the whole of any structures will be contained within the boundaries of the Site. The Contractor shall hand those certified drawings over to the Owner's Representative within ten business days of the completion by the Contractor of the setting out to which those drawings respectively relate.

The Contractor shall also obtain from that licensed surveyor a further certified drawing, which the Contractor shall submit to the Owner's Representative, showing a grid of no.20 spot levels to each finished poured level, within five (5) days of finishing the pouring of that level – procured in accordance with clause 8 of the Conditions of Contract.

Further, the Contractor shall obtain from that same licensed surveyor a further certified drawing, which the Contractor shall submit to the Owner's Representative, showing the relationship of the boundaries of the Site to the outer surfaces of the Building and of other vertical structures to be constructed after the construction of each and all external faces, within five (5) days of their completion.

Notwithstanding any provisions contained elsewhere in the Agreement to the contrary it shall be the responsibility of the Contractor to ensure that the whole of the Works as finally constructed will

be contained within any set-backs of the boundaries of the Site as may be defined in the Drawings. The Contractor shall be liable for and shall indemnify the Owner against any liability, loss, claims or proceedings in respect of any encroachments by the Works on or over adjoining properties.

6.12 Site access and limitations

The site can be accessed from Mandible St and potentially Wyndham . Alexandria. Both streets are public roads under the control of City of Sydney Council. Therefore the Contractor will abide by the Development Approval and, where they are not inconsistent with the Development Approval, the policies and regulations as determined by City of Sydney Council.

6.13 Neighbouring Buildings and Precinct

Fire & Rescue NSW (**FRNSW**) has a training college, fire station and 000 call centre on the neighbouring site between Bourke Road and Wyndham Street.

There is a privately held property to the rear of the Site on Mandible Street. This site currently has a DA determined by City of Sydney Council for an art storage and commercial office building.

At no time during the Works is the Contractor to impact the operations of FRNSW and other neighbouring properties. The Owner will manage all requests by the Contractor which may interface with neighbouring properties with at least ten (10) Business Bays prior written notice.

6.14 Contractor's Responsibility

The Contractor shall take responsibility for the suitability of all workers and Subcontractors on Site, set reasonable standards of conduct, investigate complaints about their behaviour and take appropriate action including removal from Site if so warranted.

6.15 Existing services

<u>Locating Existing Services</u>

The Contractor is appointed as the person with management and control of the workplace and is responsible for locating services, including underground essential services, and in doing so, must comply with the WorkCover "*Work Near Underground Assets Guide*" 2007, as amended from time to time, and Safe Work Australia "*Construction Work - Code of Practice*" November 2013,as amended from time to time.

Before starting construction work, establish the precise locations of all underground and other existing services at the Site and in areas adjacent to the Site that may be affected by the work under the Contract, and:

a. obtain advice from Dial Before You Dig and the owners of the services;

b. engage a services locator;

c. examine the Site and surrounding areas for indications of services;

d. where any service is underground, use pot-holing (or equivalent non-destructive techniques); and

e. verify the location of all identified services.

The Contractor must mark prominently on the Site the locations of all services. It must also, document the locations of services on a site plan and provide a copy of the plan to the Owner and each subcontractor before the subcontractor starts work on the Site.

<u>Isolation of Existing Services</u>

Before undertaking any work involving cutting into, penetrating, or otherwise breaking into the building fabric (floor, walls or ceiling), the Contractor must ensure the services are isolated in the relevant work area.

Wherever reasonably practical and with the prior approval of the Owner's Representative, isolate electrical and gas services for the whole building where work is being carried out, before starting work on existing building services.

Notify the Owner's Representative and the appropriate persons within the facility of any proposed disruption of services in sufficient time to enable affected Personnel to be informed and any changes to operations to be made. Wherever possible, consult with the Owner's Representative prior to issuing the notification, with at least ten (10) Business Days prior written notice.

Include in the notification:

a. details of the service to be disrupted;

b. the date and time that the disruption will commence;

c. the estimated duration of the disruption and when the service will resume operation;

d. the possible impact of the disruption (eg loss of power, loss of gas); and

e. any other relevant information.

On completion of the work and the resumption of the service, check all penetrations for live or damaged services and give the following to the Owner's Representative:

f. a clearance certificate that affected utilities (eg heaters, boilers, equipment) have been tested and are functioning appropriately; and

g. the name and phone of a responsible person who can be contacted if problems are experienced with any of the affected utilities.

Dealing with Existing Services

Existing services (such as drains, watercourses, public utilities, telecommunications and other services) obstructing the Works or if damaged in the course of the Contract, must be dealt with as follows:

a. if the service is to be continued: repair, divert, relocate as required; and

b. if the service is to be abandoned: cut and seal or disconnect and make safe as required.

Cost and Delay

Where an existing service obstructs the Works and requires diversion or relocation, the Contractor must engage the trade services in accordance with the Contract and carryout the work within dates of the Construction Program. The Contractor is not entitled to an extension of time for any work related to existing services.

Where an existing service is damaged by the Contractor for any reason whatsoever, the Contractor shall bear all costs and any delays for repairing or disconnecting the service.

Notification

Notify the Owner immediately upon discovering services that obstruct the Works and are not shown in the Owner's Documents.

6.16 Temporary services provided by the Contractor

Unless otherwise agreed in writing, the Contractor must make all arrangements and pay all costs (including for connection and disconnection) associated with the provision of temporary services necessary to carry out and complete the Works.

6.17 Interface Protocol

The parties acknowledge that the Works, which include the design and construction of the Project will:

a. be carried out in close proximity to other works and activities being carried out on or adjacent to the Site and includes activities on the adjoining FRNSW campus, properties adjoining the services mains routes and any Works on the adjoining future development site; and

b. utilise elements relating to or concerning these other works and activities, such as support services and services connections.

The Contractor must:

c. consult, co-operate, and co-ordinate its activities with those carrying out the Other Works in accordance with the requirements in this section;

d. ensure it acts consistently with any Deeds of Agreement between the Owner and Neighbouring property owners when carrying out the Works; and

e. ensure the continuity of services while carrying out the Works, and complying with its obligations under the Contract.

Interface Protocol documentation

To facilitate the coordination and cooperation with FRNSW and any other interface site, which may include Green Square Station or any other service or utility provider, the Contractor shall promptly prepare (and have approved by the Owner) an appropriate protocol document that clearly identifies the process for managing the interface between the Works, the Construction Works and the identified interfaces found during the design and construction phases of the Works as well as ensuring the continuity of services to FRNSW site. This document will also propose the appropriate controls for such items as access, and disruptions to any part of the campus as a result of the Works or any interface issues.

Representative

The Contractor's Representative will act as the single point of contact for all issues the subject of this section.

6.18 Protection of Persons and Property

The Contractor shall provide, erect and maintain all barricades, guards, fencing, temporary roadways, footpaths, signs and lighting and provide and maintain all watching and traffic flagging lawfully required by any public or other authority or necessary for the protection of the Works or of other property or for the safety and convenience of the public and others, and shall remove the same when no longer required.

The Contractor shall avoid obstruction or damage to roadways and footpaths, drains and watercourses and public utility and other services on or adjacent to the Site which are visible, or the location of which can be ascertained by the Contractor from the appropriate authority or from the Contract. The Contractor shall remove any obstruction immediately and make good any damage at its own cost, in default of which the Owner may employ and pay others to execute the work and recover the cost as a debt due to the Owner from the Contractor under the Contract.

Without limiting the Conditions of Contract, the Contractor must avoid interference with or damage to property on or adjacent to the site, and shall provide temporary protection and shall repair and reinstate all damage caused thereto by it either directly or indirectly.

6.19 Care of the Works

Without limiting the provisions of the Conditions of Contract, the Contractor will be solely liable for the care of the Works and all materials and other things brought on to the Site for the purpose of the carrying out of the Contractor's Activities and the Construction Works by or on behalf of the Contractor or any of its Subcontractors.

The Contractor shall at its own cost make good any loss or damage to the Works and the aforesaid materials and other things resulting from any cause (other than the Excepted Risks defined below) when such making good is necessary for the satisfactory completion of the Works.

The Excepted Risks are:

a. any negligent act or omission of the Owner, its agents or employees;

b. war, invasion, hostilities, revolution, insurrection; and

c. any risk specifically excepted in the Contract documents.

6.20 Site security

Nothing in this section shall relieve the Contractor from its responsibility for the care of the Works

6.21 Security of the Works

Preventing access from unauthorised persons

The Contractor shall, from the Award Date and throughout the period of performing the Contractor's Activities and the Works until Completion, take all proper and adequate precautions to prevent access by unauthorised persons to the Site and to the Works, to prevent all thefts and vandalism and without in any way limiting the generality thereof, shall properly lock up and barricade the Works and relevant Construction Works and so much of the Site as is from time to time affected by the execution of the Works.

The Contractor shall take all such other steps, as the Owner's Representative may require for the proper security of the Site and of the Works.

Without limiting the Conditions of Contract, the Contractor must immediately replace and make good any loss and / or damage from theft, trespass and / or vandalism occurring to the Works prior to Completion.

Electronic Site access system

The Contractor shall establish an electronic swipe card entry and exit system, including a sign in book in instances where no card is provided, for the monitoring of all the Construction Work related resources that work on the Site, which includes provision of a photographic identification card for each Construction Works related resource.

6.22 Construction loads

The Contractor shall ensure that no excessive loads are placed on any part of the Site. The Contractor shall obtain written permission from a structural engineer for the loading of materials on the Site and the use of equipment and plant on the Site.

6.23 Cleaning

Before Completion and in accordance with the Construction Programme (but no later than 80 Business Days before Completion of the whole of the Works) the Contractor must engage the services of a professional "final cleaning" organisation to complete the cleaning of the whole building such that it is ready for occupation, including but limited to the following:

a. clean throughout the building, including interior and exterior surfaces, brickwork, glazing suites and the like;

b. vacuum carpeted and soft surfaces;

c. clean debris from Site, roofs, gutters, downpipes and drainage systems;

d. remove waste, surplus materials and rubbish; and

e. non-incorporated samples, prototypes and sample panels.

At Completion the Contractor must, clean the following:

f. Luminaires. Clean fitting and accessories;

g. Luminaires. Relamp emergency lighting and exit lighting luminaries used during the Contractor's Activities and Works;

h. Insides of switchgear and control gear assemblies;

i. Switchgear and contactors, and other electrical contacts, adjust as necessary; and

j. Remove all debris and clean service rises.

SUBSECTION 007 ENVIRONMENTAL PROTECTION

7.1 Environmental protection

General

The Contractor must, comply with the requirements set out in the Owner's Environmental Management Specification found at http://railsafe.org.au/safety-and-environment-specifications.

The Contractor must establish, implement and maintain for duration of the Contract, an environmental management system complying with the requirements of the NSW Government Guidelines relating to environmental management systems and AS/NZS ISO 14001 series. To the extent there is any conflict between any requirements in these, the more onerous requirement applies.

Notwithstanding the above, the Contractor must:

a. comply with all applicable environmental Laws, policies and safety standards considered in the Contractor's industry to be current best practice;

b. comply with the following provisions in relation to the responsible management of substances:

   (i) not discharge, without lawful authority, any substance that could be harmful to the environment;

   (ii) prevent the unlawful discharge, leakage or spillage of substances;

   (iii) immediately report any leakage or spillage of any harmful substance at the Site to the Principal and any relevant Authority;

   (iv) take immediate action to contain the leakage or spillage and minimise environmental damage and clean the area affected by the discharge of any substance (unless otherwise directed by the Owner or any relevant Authority);

   (v) comply with any direction in relation to environmental protection that may be given by any relevant Authority or the Owner; and

   (vi) pay all costs associated with the clean up, including payment of fines and labour costs,

   and indemnify the Owner for any costs incurred by the Owner to ensure compliance with this section 7 and for any loss suffered in connection with any leakage or spillage or any costs or losses suffered by reason of the Contractor's failure to safely use or dispose of any substances.

The Contractor's liability to indemnify the Owner in the paragraph above will be reduced proportionally to the extent that the loss, expense or damage was contributed to by a negligent act or omission of the Owner or its Personnel.

Environmental Management Plan

Submit an Environmental Management Plan that complies with the NSW Government Environmental Management Systems Guidelines (**EMS Guidelines**). The EMS Guidelines are available at:

https://www.procurepoint.nsw.gov.au.

The Environmental Management Plan must address the following risks (as a minimum):

a. erosion and sediment control; and

b. protection of existing trees.

This list of risks is not exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own detailed analysis of all environmental risks under the Contract.

Environmental Management Monthly Report

Submit an Environmental Management Monthly Report with each claim for payment, signed by the Contractor's Representative and including the information specified below, as evidence of implementation of the Environmental Management Plan:

a. Contract details - the names of the Contract, Contractor and Contractor's Representative, the report date and the period covered;

b. implementation of environmental management - details of:

   (i) the environmental risks and opportunities, and significant environmental impacts associated with the work;

   (ii) environmental objectives, targets and measures of performance (where practical); and

   (iii) management actions, including environmental controls, training, inspections and testing;

c. implementation of incident management, including emergency response - details of all environmental incidents or emergencies, including non-compliance with environmental procedures and near misses, implementation of incident and emergency response management, and implementation of corrective action;

d. implementation of reviews - details of internal reviews, audits and inspections undertaken to verify that on-site environmental processes and practices conform with the Environmental Management Plan, including:

   (i) monitoring, measurement, evaluation and review of activities;

   (ii) the consequences of non-conformances;

   (iii) investigation, analysis, evaluation and follow-up verification; and

   (iv) corrective and preventive action taken.

Incident reports

Ensure compliance with the notification and other requirements of the *Protection of the Environment Operations Act 1997* (NSW) (**POEO Act**).

Immediately notify the Owner of any pollution incident that may cause material harm to the environment, providing evidence that notification requirements of the POEO Act have been met, where applicable.

Report immediately the details of any waste removed from the Site and not disposed of at a lawful facility.

When requested, provide an incident investigation report, including identification of the cause of the incident and corrective actions taken, in the form directed.

Failure to comply

If at any time the Contractor has not carried out its environmental management obligations under the Contract, then notwithstanding any other provisions of the Contract, no payment is due to the Contractor until the seventh (7th) day after the required action has been carried out.

7.2 Ecologically sustainable development

Requirement

The Contractor must apply strategies to maximise the achievement of ecologically sustainable development in the design, construction and operation of the Works, including reducing pollutants, greenhouse gas emissions and demand on non-renewable resources such as energy sources and water.

Restricted timbers

The Contractor must not use the following timbers or their products for work under the Contract:

a. rainforest timbers, unless certification is provided that they are plantation grown; and

b. timber from Australian high conservation forests.

7.3 Waste management

Requirement

The Contractor must implement waste minimisation and management measures, including:

a. recycling and diverting from landfill surplus soil, rock, and other excavated or demolition materials, wherever practical; and

b. separately collecting and streaming quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics, and offering them for recycling where practical.

The Contractor must ensure that no waste from the Site is conveyed to or deposited at any place that cannot lawfully be used as a waste facility for that waste.

Monitoring

The Contractor must:

a. monitor and record the volumes of waste and the methods and locations of disposal.

b. submit:

(i) a progress report every two (2) months, and

(ii) prior to Completion, a summary report on the implementation of waste management measures, including the total quantity of material purchased, the quantity purchased with recycled content, the total quantity of waste generated, the total quantity recycled, the total quantity disposed of and the method and location of disposal in the form of a Waste Recycling and Purchasing Report. What the report must contain is specified in WRAPP Reporting Guidelines 2011 which can be found at:

http://www.environment.nsw.gov.au/resources/government/11488-WRAPP.pdf

With the Waste Recycling and Purchasing Report, the Contractor must submit waste disposal certificates and/or company certification confirming appropriate, lawful disposal of waste.

7.4 Pest control

The Contractor must not use any chemical pesticides or termicides for any Contractor's Activities or Works or allow Subcontractor's to use chemical pesticides or termicides in the Construction Works. The Contractor must use preventive treatment by physical means to minimise the risk of pest infestations.

Chemical treatments may be used by the Contractor in existing buildings only as a last resort for the eradication of pest and termite infestations. Chemical pesticides used for this purpose must be registered by the National Registration Authority for Agricultural and Veterinary Chemicals and applied by a pest control operator licensed by WorkCover.

Pest preventive methods must comply with AS 3660.1-2000 Protection of Buildings from Subterranean Termites (except for references to chemical soil barriers), as well as supplementary standards for existing buildings.

7.5 Fire Protection

RESTRICTIONS: Light no fires during gazetted fire restriction periods, or where damage to the environment could result, or if permission has not first been obtained from the Owner's Representative, or the relevant authority, or both.

FIRE PROTECTION: The Contractor will provide chemical hand fire extinguishers generally throughout the Works as construction proceeds and the sub-contractors shall provide any additional fire extinguishers or similar first-aid protection made necessary by extreme fire hazards caused by welding or any other high risk hazards related to sub-contract works, all in accordance with the requirements of the B.C.A., the Fire Brigade and Local and other appropriate Authorities.

7.6 Fire Precautions

The Contractor shall be deemed to have become fully appraised of and shall provide all temporary fire prevention measures required by local and other regulatory authorities during the whole period during which the Works are being executed. Upon completion, remove all temporary installations.

The Contractor shall become fully appraised of the emergency evacuation procedures in use at the Site and shall ensure that a representative of the Contractor is nominated as a fire warden charged with the responsibility to ensure that the Contractor and persons under the direction of the Contractor comply with the emergency evacuation procedures including participation in emergency evacuation exercises.

7.7 Storage On-Site

The Contractor must store materials and equipment on-site so as to prevent damage to the Site and minimise hazards to persons, materials and equipment, keep storage areas neat and tidy.

The Contractor must not use roads, driveways, paths, hard standings and the like forming part of the Works for access or storage of materials, equipment or tools unless prior written approval by the Owner has been given.

7.8 Noise Control

MINIMISE NOISE: The Contractor must take all practicable precautions to minimise noise resulting from work under the Contract and comply with local council requirements and the Development Approval. The Contractor must fit all construction equipment with noise suppressors and use so that noise is minimised and must not use loud hailers.

JACKHAMMER SILENCING: The Contractor must fit jackhammers and other noisy hand-held tools used in the performance of the work with effective silencers of a type recommended by the jackhammer manufacturer. The Contractor must keep tools and silencers in first class condition. The Contractor must supervise operators of jackhammers to ensure that the silencers are always in place while the tools are being used.

COMPRESSOR SILENCING: The Contractor must fit compressors sets used in the performance of the work with effective acoustic canopies and special engine exhaust silencers of a type recommended by the compressor manufacturer. Alternatively, the Contractor may use compressor sets specially designed for quiet operation. The Contractor must keep compressor sets and canopies in first class condition and keep any access panels in acoustic canopies closed while sets are running. The Contractor must give twenty-four (24) hours' notice to the Owner, prior to use of any of the above equipment.

7.9 Disposal of Contaminants

GENERALLY: The Contractor must properly dispose of solid, liquid and gaseous contaminants in accordance with all statutory and contractual requirements.

GASEOUS CONTAMINANTS: The Contractor must discharge in such a manner that they will be diluted with fresh air sufficiently to reduce toxicity to an acceptable level.

LIQUID CONTAMINANTS: Subject to statutory and local requirements, the Contractor may dilute liquid contaminants with water to a level of quality acceptable in the sewer system. If this is not permitted, store in approved vessels for disposal at approved locations.

SOLID CONTAMINANTS: The Contractor must dispose of solid contaminants by removal from Site to approved sites or as otherwise directed by the Owner's Representative.

7.10 Disposal of Refuse

REQUIREMENT: The Contractor must remove from the Site refuse (including food scraps and the

like) resulting from work under the Contract and handle refuse in a manner so as to confine the material completely and prevent dust emission.

7.11 Dust Control

The Contractor must restrict dust caused by the Works to a minimum.

7.12 Trucking

The Contractor must comply with all requirements including developing and gaining any consent necessary for the Truck Movements of any Long and/or Wide Loads.

7.13 Installed Equipment

The Contractor must protect installed equipment against damage by dust, dirt, shock or other cause.

7.14 Soil Conservation

The Contractor must comply with the requirements of the Development Approval.

7.15 Existing Flora

The Contractor must comply with the requirements of the Development Approval .

7.16 Trees to Be Retained

The Contractor must comply with the requirements of the Development Approval.

7.17 Dewatering (if any)

The Contractor must comply with the requirements of the Development Approval

SUBSECTION 008 TEMPORARY OFFICES AND SERVICES

8.1 Temporary Works

MAINTENANCE: Alter, adapt and maintain temporary works as necessary, and remove them progressively as the work proceeds, unless otherwise specified or instructed.

INCLUSION IN WORKS: Obtain the written consent of the Owner's Representative for the inclusion in the Works of any temporary works which it is proposed to leave in position at the completion of the Contract.

8.2 Site Office

GENERAL: Necessary works accommodation structures shall be made by the Contractor as may be necessary, sound, waterproof, plumb, square and level and anchored at base, well lit and ventilated. As well they shall be to the approval of the Council and to the Owner's Representative and shall comply with Buildings and Health Regulations, the requirements of the Department of Industrial Relations, relevant Labour Awards and with Sewerage By-Laws.

If necessary, the structures shall be painted or repainted and maintained in colours to the Owner's Representative's direction to ensure a neat and serviceable appearance.

The Contractor shall maintain the units in clean and tidy conditions.

WORKMEN'S ACCOMMODATION AND AMENITIES: Within the structures and areas provided by the Owner, the Contractor shall provide messing facilities and change rooms, sanitary accommodation shall, if necessary, be suitably enclosed and connected to the sewer and have proper flushing arrangements and be maintained in a clean condition, all by the Contractor.

All such accommodation and amenities shall be cleaned daily or at more frequent intervals if necessary, all by the Contractor.

Under no circumstances shall the Contractor use or permit to be used existing toilet and other facilities, rooms or areas within any Building and otherwise within the Site for any such accommodation and amenities.

MATERIALS STORE: The Contractor must provide and maintain weatherproof and dry storage for materials subject to weather damage.

SUB-CONTRACTORS AREAS: The Contractor shall provide/make available for all sub-contractors appropriate office accommodation and areas for storage and fabrication of work.

All accommodation and other structures, installations, fittings and the like in connection with the foregoing requirements of this section shall be removed on or before Practical Completion by the Contractor, who shall make good any damage to the Building or other areas within the Site caused thereby.

WORKMEN'S FIRST AID FACILITIES: The Contractor shall provide first aid facilities for the use of a workmen employed on the Works. A fully provisioned first aid cabinet and such other life-saving and safety equipment as deemed necessary or as may be required by relevant Authorities and Awards shall be maintained at all times by the Contractor in a first aid room to be provided by the Contractor, which shall be attended by a qualified first-aid attendant or nurse as may be required by such Authorities and Awards.

OFFICE EQUIPMENT AND STATIONERY: The Contractor must provide such furniture, office equipment and stationery as will be necessary for the proper keeping by it of daily, weekly and monthly records and for its proper and effective administration of the execution of the Works and, as appropriate, of the Agreement.

8.3 Owner's Site office

General Requirements

The Contractor shall provide and erect on the Site, where directed by the Owner, an Owner's Site office for the sole use of the Owner and the Owner's Personnel. The Site office and the Site office fixtures shall remain the property of the Contractor (unless noted otherwise below) and shall be

ready for occupation before any significant Construction Works commence. The Owner's Site office will be in close proximity to the Contractor's Site office.

All equipment and materials supplied by the Contractor in respect of the Owner's Site office are to be in new or "as new" condition.

If, during the performance of the Contractor's Activities, the Contractor becomes necessary to move the Owner's Site office, this shall be done without charge and with minimum inconvenience to the Owner. Access to the Owner's Site office shall be provided at all times to the Owner. The Owner's Site office shall confirm to the following requirements:

a. Floor Area: Not less than 36m2 in total and all doors and windows shall be lockable (4 x copies of the keys shall be supplied to the Owner).

b. Structure: Security alarmed, fully weatherproof, sheeted internally and externally and fully insulated. A minimum of two openable windows with security bars that combined shall be not less than 10% of the floor area. At least one window will afford a good view of the Works.

The Owner's Site office will require the following items to be provided by the Contractor:

c. 3 x 1800mm workstations with returns

d. 3 x fully adjustable office chairs

e. 3 x visitors chairs

f. 3 x telephones (refer "Temporary Telephones" below)

g. A half communications rack to house switch, routers and network services to access the Owner's Authorised Persons network.

h. 1 x combined photocopier, colour printer, scanner (with PDF capability) and fax functionality – proposals to be presented to the Owner for its approval prior to installation (Multifunction device shall be A3 capable and include full technical support and ability to be networked and shall be connected back to the half communications rack.

i. 4 x A0 sized plan hangers

j. 1 x Plan Desk 1800mm x 760mm

k. 3 x three drawer lockable mobile pedestals (to fit under workstations)

l. 2 x four drawer lockable filing cabinets

m. 4 x waste paper baskets

n. 2 x open shelving units (2000mm x 900m) suitable for storage of lever arch folders

o. Suitable electric lighting to allow standard office tasks to be undertaken

p. Sufficient power and data outlets to meet standard office tasks to be undertaken

q. Beverage bay with sink with instant boiling and chilled water facilities (min 1200mm in length).

r. Microwave and under bench refrigerator

s. Coffee Machine (Nespresso or similar)

t. Spring Water dispenser, including replacement water bottles (allow 1 15ltr bottle per week)

u. Replacement coffee pods/ coffee, tea bags and sugar replenished on a weekly basis.

v. A break out area/ Meeting space (minimum 10m2) including;

w. 1200mm diameter Meeting table

x. 4 x Meeting Room chairs

y. Reverse cycle air conditioning system to suit standard office environment

z. Access to an air conditioned Conference Room to accommodate up to 20 people when required.

Temporary Telephones

Provide 3 x telephones with separate lines to each of the workstations and the Meeting Space. Meeting area phone to have loud speaker capability. Provision of high speed internet connections (either cabled to each workstation or wireless)

Provision of all telephones, cables and data points are the responsibility of the Contractor. Data cables are to be connected back to the half communications rack. The contractor will pay all supply, installation, rental, maintenance and call costs.

Cleaning

The Contractor shall allow for the Owner's Site Office to be appropriately cleaned and dusted regularly (daily).

Removal

The Contractor shall allow to remove the Site office and its contents at the completion of the works after obtaining the permission of the Owner. Any equipment supplied by the Owner remains the property of the Owner and must be shipped by the Contractor to a location nominated by the Owner.

8.4 Temporary Fence

The Contractor must enclose the Site with a temporary fence with adequate gates.

The Contractor must remove any temporary fencing on Completion and make good the grounds.

Shade cloth

All boundary site fencing and scaffold is to be dressed on the external face with shade cloth (that may be required to include the Owner's logo – to be confirmed by the Owner). The shade-cloth may also include other relevant company logos e.g. Contractor. The Owner will provide the relevant artwork and the Contractor's final design should be submitted to the Owner in a timely manner for approval prior to fabrication.

8.5 Hoarding

The Contractor must construct and maintain hoardings as the works may require in accordance with the requirements of the appropriate regulatory authorities.

Hoardings are to be dustproof, paint finished on the public side, all to the Owner's Representative's approval. The Contractor shall submit hoarding plans and details to Council for approval.

The Contractor must carry out any modification or extension of the hoardings which may be necessary for the proper performance of the Works. Modifications or extensions shall be subject to the approval of the Owner's Representative and shall match existing in form and construction.

The Contractor must maintain the hoarding in a good state of repair throughout the duration of the Contract, pay all rents, fees, rates, taxes and charges thereon, and insure against fire, loss, damage, and the like, for not less than the replacement value.

8.6 Temporary Services

The Contractor must provide and maintain temporary services necessary for the performance of the Contractor's Activities and Works. The Contractor must install such services in accordance with the requirements of the relevant authorities. The Contractor must pay charges in connection with the installation and use of such services and make such services available to Subcontractors.

On Completion, the Contractor must disconnect temporary services and clear away all traces of such temporary services.

8.7 Temporary Power

The Contractor must provide temporary power service which shall include:

a. electricity at a central point or points such that all parts of the Works requiring power can be

reached by a 70 metre lead, through a minimum of four 10 A singe phase 240V GPO's and one 30 A 3 phase 4 wire 415 V welding outlet.

b. 350 A supply with separate meter to plant rooms during commissioning of air conditioning machinery.

c. adequate lighting for work in progress at any part of the Works to the level recommended in AS 1680.

8.8 Temporary Water Supply

The Contractor must provide temporary water supply with not less than two 25 mm outlet for water on each floor.

8.9 Site Amenities

The Contractor must provide statutory and necessary amenities and sanitary facilities for workers and other persons lawfully upon the site and remove them on completion of the Works.

SUBSECTION 009 PLANT AND EQUIPMENT

9.1 Tools, Plant and Equipment

The Contractor must:

a. ensure that any tools, plant and equipment as may be required by Subcontractors are either provided by the Contractor to the Subcontractor or by the Subcontractor themselves, as the case may require, in terms of their subcontracts;

b. ensure that Subcontractors pay the costs of all fuel and other power related to the erection, repair and maintenance, relocation and movement and the dismantling and removal of all such tools, plant and equipment; and

c. ensure that all such tools, plant and equipment comply with the requirements of applicable laws and of relevant Statutory Authorities and in any event with the reasonable requirements of the Owner's Representative as their location and use relates to the occupancy, business and trading operations of any of the tenants of surrounding buildings and of the Site otherwise and to the possibility of injury or damage to the persons and property of the Owner, its Personnel and members of the public using the building and the Site otherwise.

All tools, plant and equipment must be maintained by the Contractor or Subcontractor (as applicable) in good and safe working order and condition and in any event in such manner as will prevent so far as possible injury or damage to or the property of the Owner, the Owner's Representative, the Owner's Personnel and other identified Consultants and their employees and of all other persons, being members of the public or otherwise, who are lawfully within and upon the Site otherwise and the Contractor's indemnities in favour of the Owner for damage to property and injury to persons referred to in the Contract shall apply in respect of all such tools, plant and equipment as being related to the execution of the Works.

9.2 Plant Layout - Preliminaries

The Contractor must place and keep workshops, sheds, offices, building materials, plant and equipment and operations in connection with the execution of the Works within the limits as may be stipulated by the Specification, as may be shown on the drawings or otherwise as may have been instructed by the Owner's Representative and in any case within the Site.

9.3 Safety Requirements for Special Tools

Power operated fixing devices shall not be used in the execution of the Works unless the Owner's Representative's approval has been specifically obtained for each type of use.

Where the use of explosive power operated fixing devices has received the Owner's Representative's approval such devices shall be used only by persons licensed to operate them and they shall be used in accordance with the directions of the manufacturers of the devices and within the requirements of authorities having jurisdiction over the use of such devices.

SUBSECTION 0010 COMPLETION

10.1 Defect Liability and manufacturers warranties

During the Defects Liability Period, the Contractor must carry out periodic inspections and maintenance work as recommended by manufacturers of supplied equipment, and promptly rectify faults.

EMERGENCIES: The Contractor must attend emergency calls promptly.

Annual maintenance: The Contractor must carry out recommended annual maintenance procedures at end of Defect Liability Period.

10.2 Maintenance Program

The Contractor must:

a. submit details of maintenance procedures and program, relating to installed plant and equipment, six (6) weeks before the Date for Completion;

b. indicate dates of service visits; and

c. provide contact telephone numbers of service operators and describe arrangements for emergency calls.

10.3 Site Control

In carrying out maintenance Works, the Contractor must report to the Owner's designated representative upon arriving at the Site and before leaving the Site.

10.4 Maintenance Records

GENERAL: The Contractor must submit, in binders which match the manuals, loose leaf log book pages, designed for recording completion activities including operational and maintenance procedures, materials used, test results, comments for future maintenance actions and notes covering the condition of the installation. Include completed log book pages recording the operational and maintenance activities performed up to the time of practical completion.

CERTIFICATES: Include test and approval certificates.

SERVICE VISITS: Record comments on the functioning of the systems, work carried out, items requiring corrective action, adjustments made and name of service operator. Obtain the signature of the Owner's designated representative.

REFERENCED DOCUMENTS: If referenced documents or technical sections require that log books or records be submitted, include this material on the maintenance records.

CERTIFICATION: On satisfactory completion of the installation, submit certificates stating that each installation is operating correctly.

Annexure R - Owner's Requirements for working in the Rail Corridor

All clause references in this Annexure are references to clauses in this Annexure unless otherwise indicated.

1. Working in the Rail Corridor

1.1 Definitions

In this clause:

Approved Suppliers of Protection Officers means the list of suppliers of Protection Officers maintained by the Owner, details of which can be obtained by contacting the Owner.

Controlled Signal Blocking has the meaning given in the RailSafe Network Rules.

Danger Zone has the meaning given in the RailSafe Network Rules.

Local Possession Authority has the meaning given in the RailSafe Network Rules.

No Authority Required has the meaning given in the RailSafe Network Rules.

Possession has the meaning given in the RailSafe Network Rules.

Possession Protection Officer has the meaning given in the RailSafe Network Rules.

Protection Officer has the meaning given in the RailSafe Network Rules.

RailSafe Network Procedures means the Network Procedures which can be obtained from the RailSafe website at http://railsafe.sydneytrains.nsw.gov.au/ or by contacting the Owner.

RailSafe Network Rules means the Network Rules which can be obtained from the RailSafe website at http://railsafe.sydneytrains.nsw.gov.au/ or by contacting the Owner.

Railway has the meaning given in the Rail Safety National Law.

Railway Operations has the meaning given in the Rail National Law.

Running Line has the meaning given in the Rail Safety National Law.

Track Occupancy Authority has the meaning given in the RailSafe Network Rules.

Track Work Authority has the meaning given in the RailSafe Network Rules.

1.2 General requirements

The Contractor must comply with the document entitled "General Safety Specification for Contractors" which can be obtained from the Railsafe website or by contacting the Owner's Representative (**Safety Specification**) which sets out the specific occupational health and safety requirements of the Contract, including such matters as safety requirements for carrying out work in the Rail Corridor and the Owner's policies with regard to drugs, alcohol and fatigue management.

1.3 Working in the Rail Corridor

(a) The RailSafe Network Rules and RailSafe Network Procedures prescribe the rules and procedures for carrying out work in the Rail Corridor.

(b) The Contractor must comply with, and must ensure that its employees, subcontractors and visitors comply with, the RailSafe Network Rules and RailSafe Network Procedures.

(c) This Annexure does not limit or otherwise restrict the Contractor's obligation to comply with the RailSafe Network Rules and RailSafe Network Procedures.

1.4 Method of working in the Danger Zone

(a) Without limitation, the RailSafe Network Rules prescribe:

(i) that work in the Danger Zone must be carried out only by using one of the following five methods:

A. Local Possession Authority;

B. Track Occupancy Authority;

C. Track Work Authority;

D. Controlled Signal Blocking; or

E. No Authority Required; and

(ii) mandatory minimum safety measures for each method.

(b) If the Contractor is to provide the Contractor's Activities in the Danger Zone, the Contractor must carry out work in the Danger Zone using the method(s) notified by the Owner's Representative to the Contractor's Representative no later than 24 hours prior to the commencement of the relevant Contractor's Activities.

1.5 Working hours

(a) Subject to the other provisions of this Annexure (including those relating to Possessions), the hours of work applicable to the Contractor's Activities to be carried out in the Rail Corridor and the Danger Zone will be notified by the Owner's Representative to the Contractor's Representative no later than 24 hours prior to the commencement date of the relevant Contractor's Activities.

(b) The Owner does not guarantee access or Possessions for any sites at which the Contractor's Activities are to be carried out (**Worksite**) for the whole of the working hours notified by the Owner's Representative to the Contractor's Representative under clause 1.5(a).

1.6 Removal of 1500V electrical supply

The hours, times and locations during which the 1500V supply will be removed by the Owner will be notified by the Owner's Representative to the Contractor's Representative no later than 24 hours prior to the commencement date of the relevant Contractor's Activities.

1.7 Possessions

(a) Possessions are closures and/or occupation of defined portions of one or more Running Lines to allow work to be carried out in the Danger Zone using either a Local Possession Authority or a Track Occupancy Authority. Subject to the requirements of this Annexure, the Owner's Representative will notify the Contractor's Representative of any Possessions no later than 24 hours prior to the commencement date of the relevant Contractor's Activities.

(b) The Contractor:

(i) acknowledges that any Possession arranged by the Owner is not necessarily available for the sole purpose of allowing the Contractor's Activities to proceed in the Danger Zone;

(ii) acknowledges that the Owner does not guarantee Possessions for the whole of the Danger Zone working hours notified by the Owner's Representative to the Contractor's Representative under clause 1.5(a);

(iii) warrants that it shall, if directed by the Owner's Representative, co ordinate the Contractor's Activities with:

A. other contractors engaged by the Owner to carry out work in the Danger Zone during the Possession(s); and

B. the Owner's subcontractors, employees and agents operating and maintaining the Railway;

(iv) warrants that it shall comply with, and ensure that its Subcontractors, employees and agents comply with, any direction that may be given by the Possession Protection Officer or any Protection Officer (whether engaged by the Contractor or the Owner), including a direction to attend a safety briefing (or "Toolbox Talk") or to suspend work;

(v) warrants that it shall take all necessary steps to ensure that the Contractor's Activities in the Danger Zone are carried out utilising the specified methods and the arranged Possession(s) pursuant to clauses 1.4 and 1.7 respectively;

(vi) warrants that, unless otherwise approved by the Owner, it shall not carry out any of the Contractor's Activities in a way which may result in disruption or alteration of the Owner's Railway Operations;

(vii) acknowledges that the Owner may alter or cancel any Possession and as a result of this action the Owner's Representative may direct the Contractor to suspend the Contractor's Activities;

(viii) acknowledges that Possessions are difficult to obtain and are normally planned up to 12 months ahead of required dates, and as such arranged Possessions must be fully utilised;

(ix) indemnifies the Owner against any damage, expense, loss or liability suffered or incurred by the Owner arising out of or in connection with:

A. the under utilisation of any Possession during which the Contractor's Activities were, or ought to have been, carried out; or

B. any disruption to the Owner's Railway Operations caused by a negligent act or omission of the Contractor or its Personnel relating to a Possession.

2. Protection Officers

(a) All Worksites in the Rail Corridor must have a Protection Officer whose primary duty is to keep the Worksite and workers safe. The Contractor must (unless otherwise directed by the Owner) provide sufficient Protection Officers, possessing the Owner issued certificate of competency, to:

(i) assess the work to be carried out by the Contractor for safety and its potential to intrude on the Danger Zone;

(ii) ensure a safe place exists or can be created in the Danger Zone;

(iii) prepare Worksite protection plans;

(iv) ensure all work is carried out safely and in accordance with the RailSafe Network Rules and RailSafe Network Procedures; and

(v) keep records about Worksite protection arrangements.

(b) When carrying out work in the Rail Corridor the Contractor must comply with, and must ensure that each of its Personnel complies with, any direction that may be given by a Protection Officer.

(c) The Owner has Approved Suppliers of Protection Officers. The Contractor must procure Protection Officers from one of the Owner's approved suppliers and must not, without the Owner's written permission, provide or deploy a Protection Officer provided by any other supplier.

2.2 Clearances and other requirements

The Contractor must ensure that, when working in the Rail Corridor:

(a) if specified in the Safety Specification or the Owner's Safety Management System, demarcation fencing (for example, star picket and plastic tape) is erected, as the minimum requirement, to indicate the horizontal boundary of the Danger Zone;

(b) no metal object (including metal ladders, tapes, rules and scaffolding) is used or comes within six metres of the 1500V overhead wiring or equipment;

(c) no person, plant or other object comes within one metre of the 1500V overhead wiring or equipment;

(d) no structure that may affect entry to or egress from the Rail Corridor, or may obstruct the view of a train driver, is erected;

(e) artificial lighting is not used to illuminate the place of work unless the Owner or the Possession Protection Officer approves the type and placement of the lighting;

(f) level crossings are not constructed unless the Owner or the Possession Protection Officer gives the Contractor written permission; and

(g) each of the Contractor's employees and subcontractors:

(i) wears high visibility safety clothing (including an ORANGE coloured safety vest with retro reflective strips); and

(ii) does not wear any RED or GREEN coloured clothing.

2.3 "Kick off" meeting

The Contractor's nominated safety personnel must attend and participate in a "Kick off' meeting to be held prior to the commencement of work at the Worksite. This meeting will be conducted by the Owner's Representative and attended by other stakeholders nominated by the Owner's Representative. The purpose of the meeting will be to discuss safety issues associated with the Worksite and the Contractor's Activities and to ensure that the Contractor understands its safety management obligations including its obligations to:

(a) in consultation with the Owner, identify hazards associated with the Worksite and the Contractor's Activities to be carried out by the Contractor, assess the associated risks and either eliminate the risks or develop measures to effectively control the risks;

(b) prepare safety management plans and safe work method statements; and

(c) ensure that each of its employees and subcontractors:

(i) holds any required qualification or certificate of competency;

(ii) receives any required health assessment; and

(iii) is provided with all required safety induction training.

During the "Kick off' meeting the Owner will provide the Contractor's nominated safety Personnel with initial induction training including an overview of the Code of Conduct and relevant policies with which the Contractor and its employees and subcontractors must comply.

2.4 Rail Industry Safety Induction training

The Contractor must, before the Owner will provide the Contractor with access to the Rail Corridor, provide to the Owner satisfactory evidence that each of the Contractor's Subcontractors, employees and agents entering the Rail Corridor whose work will require them to intrude into the Danger Zone has been provided with Rail Industry Safety Induction (RISI) training and issued a RISI card by the Owner in accordance with sections 5 and 6 of the Owner Rail Industry Safety Induction (RISI) Standard.

2.5 Pre-work safety briefing

The Contractor must conduct pre-work safety briefings for all Subcontractors, employees and agents on a worksite daily at the commencement of each shift and whenever work conditions change. During the pre-work safety briefings the Contractor must discuss:

(a) any Worksite specific hazards;

(b) safe work method statements setting out the risk assessments and controls associated with the work activities scheduled during the day or shift;

(c) the Worksite protection in place and the boundaries of such protection;

(d) the times at which protection will be in place;

(e) the signals which will be given when it is necessary to clear the railway tracks;

(f) the location of safe places / refuges to be used when required to clear the railway tracks; and

(g) access and egress to the Worksite.

Annexure S - Requirements for Tendering Probity Plan

1. Purpose

The purpose of this annexure is to inform the tendering process to be undertaken by the Contractor, principally (but not limited to) in relation to the procurement of the Construction Work packages. Also, it is intended to set out minimum requirements for the Contractor in relation to tendering and probity. Specifically, as a minimum, the Contractor is required to establish and implement procurement/tendering practices consistent with NSW Government procurement/tendering and probity policies and those adopted by the Owner.

2. Key Principles

The key principles which must be imbedded and demonstrated in those tendering processes are:

(a) use of a competitive process to obtain value for money;

(b) fairness and consistency;

(c) impartiality and objectivity;

(d) security of confidential information;

(e) identification and management of conflict of interests; and

(f) compliance with the Owner’s procurement policies and processes.

3. Guidelines in undertaking tendering

In undertaking the tendering process for the Construction Work packages the tendering process will include, as a minimum:

(a) use of a competitive process to obtain value for money - this will be demonstrated by ensuring that the Contractor has invited at least 3 subcontractors named in the Approved Subcontract Tender List;

(b) evaluation of the responses in an impartial objective manner against the published criteria, including value for money;

(c) maintenance of confidentiality of submissions and identification and management of conflicts of interest;

(d) compilation of a transparent and auditable documentary process;

(e) inquiries as to the tenderer's standing, including the identity and standing of its officers, employees and any guarantor or referee named in its tender response;

(f) independent investigations regarding the tenderers and the information contained a the tenderers response;

(g) investigations into probity and security issues, commercial structure, business and credit history, prior contract compliance and performance and any criminal records or pending charges;

(h) interviews with any referees; and

(i) research into any activity that is or might reasonably be expected to be the subject of criminal or other regulatory investigation.

4. Tendering Probity Plan

The Tendering Probity Plan must address, as a minimum, the following:

(a) the roles and responsibilities of the Contractor and its Personnel during the tendering process;

(b) conflict of interest, including what is a conflict of interest, when a conflict of interest is declared, establishment of a conflict of interest register;

(c) confidentiality and document security;

(d) the competitive process including the evaluation criteria and process of reviewing tendering documents;

(e) the communication protocol between the Contractor and tenderers;

(f) an audit procedure; and

(g) a complaints procedure.

5. Conflicts of interest and fair dealing

The Contractor must:

(a) not engage in any uncompetitive behaviour or other practice which may deny legitimate business opportunities to tenderers for the Construction Works packages;

(b) not:

(i) accept or provide any secret or corrupt commissions;

(ii) collude with tenderers in the tendering process for the Construction Work packages;

(iii) allow tenderers to submit an inflated bid to advantage another tenderer in the tendering process for a Construction Works package;

(iv) enter into any improper commercial arrangements with any tender; or

(v) accept or provide any incentives to provide contracts or services to any subcontractor, supplier or agent;

(c) not, directly or indirectly:

(i) receive or enter into any contract, arrangement or understanding to receive any money or allowance from any tenderer in the tendering process for the Construction Work;

(ii) enter into any contract, arrangement or understanding with anyone else which has the effect of increasing the price in respect of the tendering process for the Construction Work; or

(iii) provide any payments or other incentives to any of the Owner's Personnel;

(d) ensure there is no family relationship existing between:

(i) any Personnel of the Contractor, directly or indirectly, involved in the preparation of a Construction Work package tender and any relevant tenderer tendering for the relevant Construction Work package; or

(ii) any Personnel of the Contractor involved in the evaluation of tender responses in respect of the Construction Work and any relevant tenderer tendering for the relevant Construction Work package;

(e) ensure all family relationships are disclosed in writing by the relevant tenderer to the Contractor prior to signing a subcontract for the relevant Construction Work; and

(f) ensure the Contractor's Representative has not been an employee of any successful tenderer within the previous 3 years unless the Contractor has received the Owner’s prior written approval.

Annexure T - Separable Portions

1. Separable Portion One

Includes all Works and Contractor's Activities required to achieve vacant possession of the Rail Operation Centre Site. The enabling works package includes providing Fire and Rescue NSW with newly established administrative accommodation facilities, including existing services alterations and services mains infrastructure(via modular units supplied and installed by the Enabling Works Contractor) to replace the existing facilities made redundant on the Site, which are to be salvaged and removed from the Site as directed by the Owners Representative, including alterations to existing Site services.

2. Separable Portion Two

Means completion of Level 3 (services floor) of the building at the Site to enable ongoing unimpeded access to Level 3 for the Owner and its Other Contractor's to carry out the Owner's Works on the floor, which includes communications and controls works, furniture, fit-out and equipment installations, testing and commissioning. Without limitation , the following rooms on level three (including associated access and services) must be completed:

Level 3 – Service Floor

CRAC, UPS, Battery & adjacent rooms; and

CER 1 and Computer room.

Without limiting clause 7.12 or any other provision of this Contract, the Owner requires the Contractor to achieve the earliest possible date for access that it can reasonably achieve, as indicated in the approved construction programme.

The following requirements must be completed for Separable Portion Two:

(a) Lift must be operable so that racks and equipment can be transported to the Services Floor.

(b) The above rooms to be at a lockable stage and dust free, this doesn't have to be final but at least project key so that rooms can be locked.

(c) Provision of a lockable storage area to store equipment delivered direct to Site.

(d) Computer flooring and cable trays need to been installed. Especially computer flooring.

(e) Gas suppression and fire-system pipe works need to have been installed, not necessarily commissioned but installed ready for commissioning

(f) Power must be available to allow for technicians to carry-out installation works including connection of rectifiers and inverters.

(g) Level 3 is free from dust.

(h) Battery room must be ready for battery installation, including working air-conditioning to the extent required to maintain a temperature below 25 degrees Celsius.

(i) All earthing connections must be completed so that all metallic infrastructure can be correctly earthed.

3. Separable Portion Three

Means level 4 (Control Room floor) of the building at the Site completed to the equivalent level required to be achieved for Separable Portion 2, to enable ongoing unimpeded access to level 4 for the Owner and its Other Contractor's to carry out the Owner's Works on the floor, which includes communications and controls works, furniture, fit-out and equipment installations, testing and commissioning.

4. Separable Portion Four

Means the whole of the remaining Works.

Annexure U - New accommodation site

The 'new accommodation site' is the area shown as "Area 3".

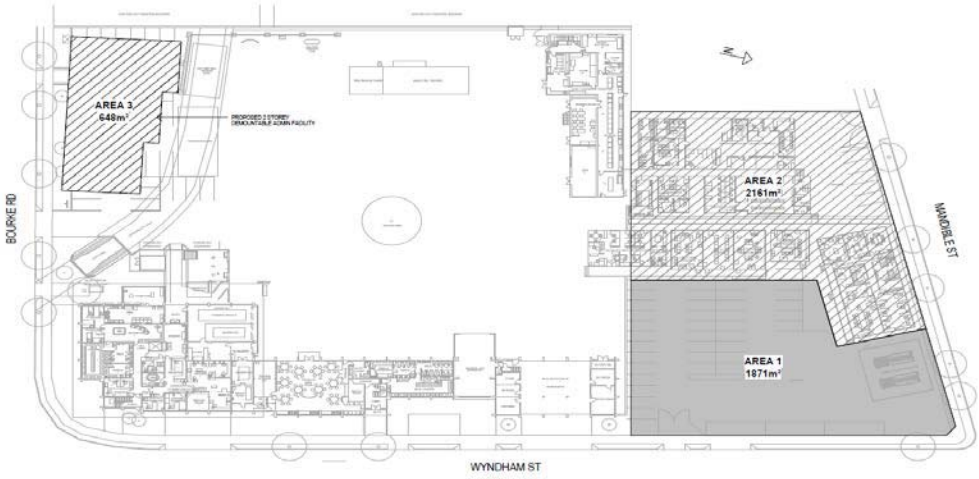

Exhibit 1 - Conditions of Subcontract

(clause 1.1)

Date

Name
Address 1
Address 2

Attention: Mr

Dear Sir

RE: PROJECT NAME & ADDRESS
OFFER OF ENGAGEMENT – PACKAGE

A W Edwards ("Edwards") wishes to retain NAME Pty Limited ("Subcontractor") to perform the works (**PACKAGE**) described in the attached Subcontract for the sum of $SUM (excluding GST).

Edwards hereby offers to enter into a contract with Subcontractor on the terms and conditions in the enclosed Subcontract (which consists of the Formal Instrument of Agreement, General Conditions for Subcontractors and Schedules 1-14 to the General Conditions for Subcontractor).

Any commencement or continuation of any part of the Subcontract Works will be deemed acceptance of this offer and will be relied upon by Edwards.

Until such time as Edwards and the Subcontractor formally execute the Subcontract, acceptance of this offer by the Subcontractor will constitute a binding agreement incorporating the documents referred to in the Subcontract, notwithstanding any prior agreement in conflict or variance with it or any correspondence relating to the subject matter hereof which may have passed between Edwards and the Subcontractor.

As a condition precedent to commencement of any part of the Subcontract Works on site, the Subcontractor is required to provide the requirements of form PA-9307 PRE-START CHECKLIST, copy attached.

Further, and as a condition precedent to any payment for any part of the Subcontract Works, the Subcontractor is required to:

1. Forward an Original signed copy of the Subcontract; and
2. Provide all information as required by form PA-9502 INVOICE SUBMISSION REQUIREMENTS, with each and every progress claim.

Please do not commence or continue any part of the Subcontract Works and notify us immediately in writing if you do not accept this Offer of Engagement.

Please contact the undersigned or CONTRACT ADMINISTRATOR on (02) 9958 1474 if you require any further information regarding the above.

Yours faithfully
A.W. EDWARDS PTY LIMITED

NAME
PROJECT MANAGER

Continued/…

A W EDWARDS PTY LIMITED
Builders & Contractors
ACN 000 045 849
ABN 76 000 045 849
EMAIL nsw@awedwards.com.au
WEB www.awedwards.com.au

131 Sailors Bay Road
Northbridge NSW 2063
PO Box 99 NSW 1560
Tel: 02 9958 1474
Fax: 02 9958 2779

AW EDWARDS
Incorporating Rintoul

FORMAL INSTRUMENT OF AGREEMENT

(ORDER NO. xxx)

FOR

SUBCONTRACT WORKS

BETWEEN

A W EDWARDS PTY LIMITED
ABN 76 000 045 849

AND

NAME

ABN

AW EDWARDS
Incorporating Rintoul

FORMAL INSTRUMENT OF AGREEMENT

This AGREEMENT is made on the DATE.

BETWEEN
("Edwards")

A W Edwards Pty Limited

131 Sailor's Bay Road
Northbridge, NSW 2063
ACN 000 045 849

AND
("Subcontractor")

Subcontractor listed in Clause 9

(Collectively "the Parties")

RECITALS

A. Edwards has entered into an agreement with the Principal as listed in clause 9 to perform works at the Project as described in clause 9.

B. The Parties have agreed to enter into an agreement to record the arrangements between them in relation to the provision by the Subcontractor of the Subcontract Works for Edwards ("Subcontract").

THE PARTIES NOW AGREE AS FOLLOWS:

1. Agreement by Subcontractor

1.1 In consideration of the agreements on the part of Edwards under this Subcontract, the Subcontractor agrees to:

(a) Perform the Subcontract Works as set out in the Subcontract documents referred to in Clause 4 and execute all other work under the Subcontract in conformity in all respects with the provisions of the Subcontract; and

(b) Perform and observe all the provisions expressed in or reasonably inferred from the Subcontract which are to be performed and observed by the Subcontractor.

2. Agreement by Edwards

2.1 In consideration of the agreements on the part of the Subcontractor under this Subcontract, Edwards agrees, subject to the provisions of the Subcontract to:

(a) Pay the Subcontractor, in accordance with the provisions of the Subcontract; and

(b) Undertake and observe all the provisions expressed in or reasonably inferred from the Subcontract which are to be performed and observed by Edwards.

3. Subcontract Dates

3.1 The Subcontractor is to commence the Subcontract Works on the Date for Commencement. The Subcontract Works are to be completed by the Date for Practical Completion.

4. Subcontract Documents

4.1 The documents that comprise the Subcontract between the Parties are as follows:-

(a) This Formal Instrument of Agreement;

(b) The General Conditions for Subcontract (including all schedules);

including any documents referred to in those documents.

4.2 Precedence of the documents comprising the Subcontract is as follows:

(a) notwithstanding any other clause of the Subcontract, any conflict, inconsistency or duplication between the terms and conditions of the documents comprising and incorporated in this Subcontract shall be resolved in accordance with the order of precedence set out in clause 4.1 above, where the documents first described shall take precedence over those subsequently described;

(b) in the event that either party becomes aware of a discrepancy in the documents, that party shall refer the discrepancy to Edwards by notice in writing for resolution in accordance with this Subcontract, and in general compliance with the above mentioned order of precedence.

5. Prior Work

The Subcontractor acknowledges and agrees that any work in connection with the design or the construction of the Subcontract Works carried out by the Subcontractor prior to the date of the Subcontract ("Early Works") shall be deemed to be governed by the provisions of the Subcontract and shall be deemed to be part of the Subcontract Works and any payments made to the Subcontractor by Edwards prior to the date of the Subcontract in respect of the Early Works shall be treated as part payment of the Subcontract Sum.

6. Costs and Stamp Duty

6.1 Each party shall bear its own costs of and incidental to the preparation, negotiation and execution of this Subcontract.

6.2 Any stamp duty payable for this Subcontract shall be borne and paid for by the Subcontractor.

7. Void Provisions

If any provisions of this Subcontract shall at any time be found to be or become void, voidable or unenforceable, the remaining provisions of the Subcontract shall nevertheless continue to be of full force and effect.

8. Terminology from the General Conditions of Subcontract

Unless otherwise expressly indicated, any term used in this Formal Instrument of Agreement shall be as defined in the General Conditions for Subcontract.

AW EDWARDS
Incorporating Rintoul

9. Schedule of Particulars

Subcontractor	NAME (ABN)
Address of Subcontractor	ADDRESS
Principal	SYDNEY TRAINS
Project	RAIL OPERATIONS CENTRE
Subcontract Sum	$SUM + GST
Date for Commencement	DATE
Date for Practical Completion	To suit the A W E Construction programme

Signed on behalf of **A W EDWARDS PTY LIMITED**
ACN 000 045 849 by its)
duly authorised agent who warrants he/she has)
authority of the Board of Directors in the)
presence of:)

…… ……
Signature of Witness Signature of Agent

…… ……
Name of Witness Name of Agent

Signed on behalf of the **SUBCONTRACTOR**)
by its duly authorised agent who warrants)
he/she has authority of the Board of Directors)
in the presence of:)

…… ……
Signature of Witness Signature of Agent

…… ……
Name of Witness Name of Agent

AW EDWARDS
Incorporating Rintoul

SCHEDULE 1
Particulars of Subcontract

Item 1: Clauses 1.1 and 35.1	Subcontractor:	**NAME**
Item 2 Clauses 1.1 and 35.1		The Subcontract Works shall / shall not (delete which is not applicable) include the Subcontractors Design Obligations [If Special Conditions are required for Design, insert as part of Schedule 2]
Item 3: Clause 3.1	Reference Development:	[Insert if applicable - otherwise "No Reference Development"]
Item 4: Clause 35.1	Date For Commencement:	[Insert]
Item 5: Clause 35.1	Date For Practical Completion: Defects Liability Period:	To suit the A W E construction programme In relation to the RFM Works - 5 years after the Date of Practical Completion, or the date Edwards achieves practical completion of the Project under its agreement with the Principal, whichever is the later In relation to all other aspects of the Subcontract Works - 12 months after the Date of Practical Completion, or the date Edwards achieves practical completion for the Project under its agreement with the Principal, whichever is the later
Item 6: Clause 16	Working Days and Hours:	On Business Days only, unless otherwise approved by Edwards, and hours in accordance with the Legislative Requirements (including the Development Approval)
Item 7: Clause 35.1	Site:	As shown in the Site Plan in Schedule 13.
Item 8: Clauses 5.1 and 35.1	Subcontract: 1. Schedule 2 of the General Conditions for Subcontract 2. Schedules 1 and 3 – 14 of the General Conditions for Subcontract 3. General Conditions for Subcontract	Refer schedule 2 [AWE to list any further documents if applicable]
Item 9: Clauses 21 and 35.1	Subcontract is a Schedule of Rates / Lump Sum (delete which is not applicable) Subcontract Sum:	Refer to Schedule 14 for Hourly Rates and Bill of Quantities (if applicable) $LUMP SUM + GST) $Lump sum (TOTAL INCL GST)
Item 10: Clause 4	Type of Security – Amount of Security -	Cash retention. 5% of the Subcontract Sum, as adjusted

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Item 11: Clause 4.1	Further Retention Amount	[Insert]
Item 12: Clause 21.2	Day To Submit Progress Payment Claim: Address for Invoices/Completed Progress Claims:	[Last Business Day of each month] 131 Sailors Bay Road, Northbridge NSW, 2063
Item 13: Clause 21.3	Progress Claim Payment:	Within 30 calendar days from the end of the month the progress payment is claimed for.
Item 14: Clause 18.8	Liquidated Damages Rate:	[At cost]
Item 15: Clause 28	Address for Service of Notices –	131 Sailors Bay Road, Northbridge NSW, 2063 or (02) 9958-6208
Item 16: Clause 10.2	Public Liability Insurance Amount of Cover (if not stated $ 10 million):	Required [Yes/]No] [Insert]
Item 17: Clause 1.2	Stages:	[Insert]
Item 18 Clause 3.8	Work by Suppliers where warranty required: Warranty shall be for a duration of:	[Insert] [Insert]
Item 19 Professional Indemnity Insurance (where Subcontract includes Special Conditions Relating to Design)	1. Amount of Cover Required: 2. Period of Cover: 3. Category of Consultants to maintain insurance: 4. Amount of cover for Consultants: 5. Period of cover for Consultants:	[Insert if required]
Item 20 Section 20 of Schedule 2	Warranties to be provided by the Subcontractor in favour of the Principal.	[Insert]
Item 21 Clause 18.6(b)	Acceleration - Maximum daily cost of acceleration	[Insert]

1. Definitions

In this Schedule 2, the following words and expressions have the meaning stated in this section 1 unless the context otherwise requires:

"Accreditation" Means accreditation as referred to in Part 3, Division 4 of the Rail Safety National Law.

"Authorised Engineering Organisation" Means a legal entity to whom the ASA has issued an ASA Authorisation.

"ASA" Means the Asset Standards Authority.

"ASA Authorisation" Means an authorisation issued by the ASA to a legal entity which verifies that it has the relevant systems in place to carry out the class of Asset Lifecycle work specified in the authorisation, subject to any conditions of the authorisation.

"ASA Charter" Means the document which identifies the ASA's objectives, functions, powers and governance and the duties of Rail Transport Agencies and Authorised Engineering Organisations in relation to the ASA (as amended from time to time), which is available at http://www.asa.transport.nsw.gov.au/ or upon request from the Edwards Representative.

"ASA Requirements" Has the meaning assigned to it in the ASA Charter.

"Asset Lifecycle" Has the meaning assigned to it in the ASA Charter.

"Asset Services" Means the aspects of the Subcontract Works which relate to the Asset Lifecycle of NSW Rail Assets.

"Asset Standards Authority" Means the unit within Transport for NSW which sets, controls, maintains, owns and publishes the network and asset standards for NSW Rail Assets as defined in the ASA Charter.

"Buildability Issues" Any ambiguities, inadequacies, discrepancies, inconsistencies, incompleteness, errors or lack of co-ordination or integration of, between or in any Edwards Project Requirements, Design Documents, or Subcontractor's Design Obligations (if any) which:

(a) cause a problem, difficulty or complexity relating to:

(i) the means, methods or techniques by which the Subcontract Works are to be constructed; or

(ii) the co-ordination or integration of the Subcontract Works; or

(b) would involve additional work to ensure that the part of the Subcontract Works to which the ambiguity, inadequacy, discrepancy, incompleteness or lack of co-ordination or integration relates would be suitable for its intended purpose,

and which a prudent, competent and experienced contractor,

exercising the standard of skill, care and diligence expected of a contractor experienced in the construction of works of the nature of the Subcontract Works and having done what the Subcontractor is required to do under the Subcontract, would reasonably have identified or foreseen.

"Competence Records" Means, with respect to any Rail Safety Worker engaged in connection with the Subcontract Works (including those engaged by subcontractors), the following information:

(a) the rail safety training undertaken by the Rail Safety Worker, including when, and for how long, the training was undertaken;

(b) the qualifications of the Rail Safety Worker, including (if applicable):

(i) the units of competence undertaken to achieve the qualification;

(ii) the level of qualification attained;

(iii) if, and when, a re-assessment of competence is to be conducted;

(iv) if, and when, any re-training is due and was undertaken; and

(v) the name of any organisation conducting training or re-training;

(c) the name and qualifications of any person who assessed the competence of the worker; and

(d) any further information requested by Edwards with respect to the competence of the Rail Safety Worker.

"GIPA Act" Means the Government Information (Public Access) Act 2009 (NSW).

"NSW Government Policies" Means the New South Wales Government Implementation Guidelines to the NSW Code of Practice for the Building and Construction Industry (July 2013), NSW Government Code of Practice for the Building and Construction Industry (18 January 2005), Aboriginal Participation in Construction Guidelines (May 2015), Environmental Management Systems Guidelines (August 2013), Work Health and Safety Management Systems and Auditing Guidelines (5th edition) (September 2013), Training Management Guidelines (February 2009), NSW Government Resource Efficiency Policy (2014) and any other NSW Government guidelines and requirements specified or required by the Subcontract.

"NSW Rail Assets" Has the meaning assigned to it in the ASA Charter.

"Personal Information" Has the same meaning as in the *Privacy Act* 1988 (Cth).

"Personnel" Means:

(a) employees, officers, agents or subcontractors of the Subcontractor or Edwards (as appropriate);

and

(b) employees, officers, agents or subcontractors of those subcontractors engaged to provide any part of the Subcontractor's obligations under this Subcontract.

"Privacy Obligations" Means any obligations arising under:

(a) Privacy Act 1988 (Cth);

(b) Privacy and Personal Information Protection Act 1998 (NSW);

(c) any applicable Legislative Requirements from time to time in force in the Commonwealth of Australia, the State of New South Wales or any other jurisdiction in which the obligations contemplated in this Subcontract are performed that affect the collection, handling, storage, processing, use or disclosure of data; and

(d) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under them, as amended from time to time.

"Rail Corridor" Means the area containing the Railway Tracks, rail junctions, level crossings, station buildings, platforms, signal boxes, tunnels, bridges and other associated structures. This area is defined by railway boundary fencing and in the absence of such fencing, is defined by a physical boundary (i.e. tunnel, building or retaining walls) or everywhere within 15 metres of the outermost rails.

"Rail Safety National Law" Means the Rail Safety National Law (NSW), as defined in the Rail Safety (Adoption of National Law) Act 2012 (NSW), and any associated regulations.

"Rail Safety Work" Has the meaning given in section 8 of the Rail Safety National Law.

"Rail Safety Worker" Has the meaning given in section 4 of the Rail Safety National Law.

"Rail Transport Agency" Means Transport for NSW (and each of its divisions), RailCorp, Sydney Trains and NSW Trains.

"RailCorp" Means Rail Corporation New South Wales ABN 59 325 778 353.

"Railway Track" Means the rails fastened on sleepers or transoms and founded on ballast, bridge decking or concrete slab, associated signalling and overhead wiring components (in electrified areas).

2. Bill of Quantities

The rated bill of quantities is set out in Schedule 14 for the purposes of valuing variations and claims in accordance with the General Conditions for Subcontract and for the valuation of payment claims under the Subcontract.

The bills of quantities issued to the Subcontractor at tender are not guaranteed and the Subcontractor warrants that it has measured the complete scope of work under the Subcontract and that the fully priced and extended bill of quantities:

(a) reflects the full scope of the Subcontract Work;

(b) corrects any errors or omissions in the bills of quantities provided by Edwards; and

(c) totals the Subcontract Sum.

3. Design Services / Buildability

The Subcontractor must:

(a) advise Edwards and Edwards Representative on Buildability Issues and safety in design concerning the Subcontract Works and propose alternative materials and construction methodologies which are suitable for use, having regard to any limitations on the design and construction of the Subcontract Works (if any) imposed by the Site or arising from any Legislative Requirements; and

(b) promptly and proactively review the design and associated documentation progressively prepared and issued by the Edwards Representative, for design ambiguity, discrepancies and omissions and other Buildability Issues to support the proper completion of the design and associated documentation and promptly (at least 5 Business Days in advance of its needs) issue any request for information to the Edwards Representative to resolve any design issues.

4. Subcontractor has informed itself

Without limiting clauses 3.1, 3.2 and 13.1 of the General Conditions for Subcontract, the Subcontractor warrants that it did (and it is deemed to have done) each of the following things before the date of this Subcontract:

(a) examined and carefully checked and acquired actual knowledge of the contents of the documents which constitute the Subcontract and other information made available by Edwards or on Edwards' behalf, to the Subcontractor for the purposes of carrying out the Subcontract Works or otherwise available on making reasonable enquiries;

(b) assessed the risks it is assuming under the Subcontract;

(c) ensured that the Subcontract Sum contains allowances to protect it against any of these risks eventuating;

(d) visited and inspected the Site and its surroundings;

(e) informed itself completely as to:

(i) conditions at the Site;

(ii) the risks, contingencies and other circumstances which might have an effect on the execution of the Subcontract Works or the cost of executing Subcontract Works;

(iii) the nature of the work and of the plant, equipment, materials and other items necessary for the execution of the Subcontract Works and the means of access to and facilities and services at the Site and the means of transport, transport routes and facilities for deliveries to and from the Site;

(iv) the availability and cost of labour, plant, equipment, materials and other items required (including all relevant industrial conditions and all immigration and emigration procedures and requirements);

(v) the availability and cost of accommodation and messing facilities required;

(vi) all applicable law, taxes and insurance premiums (including compulsory insurance premiums);

(vii) all Legislative Requirements in relation to the Subcontract Works; and

(viii) all measures necessary to protect the environment from any adverse effect or damage arising from the execution of the Subcontract Works or the operation of the Subcontract Works;

(f) satisfied itself as to the correctness and sufficiency of its price for the Subcontract Works and that the Subcontract Sum covers the cost of complying with all of its obligations under the Subcontract including the rectification of any Defects, any risks eventuating in relation to the Subcontract Works and all matters and things necessary for the due and proper performance and completion of its obligations under the Subcontract; and

(g) obtained all appropriate professional and technical advice with respect to the matters referred to in this sub-section 4,

and any failure by the Subcontractor to have done any of those things will not relieve the Subcontractor of its obligation to perform and complete the Subcontract Works in accordance with the Subcontract.

5. Signage

The Subcontractor must:

(a) not erect any signage on the Site without the prior written approval of the Edwards Representative; and

(b) comply with any further signage requirements set out in the Edwards Project Requirements.

6. Plant, Equipment and Work

The Subcontractor must not remove from the Site any plant, equipment or work without the Edwards Representative's prior written approval, except for the purpose of achieving Practical Completion as contemplated under clause 13.5 of the General Conditions for Subcontract.

7. Asset register and tax depreciation schedule

The Subcontractor will as part of its performance of the Subcontract Works provide to Edwards such information as is reasonably required by Edwards to assist it in the compilation of a detailed asset register and tax depreciation schedule.

8. ASA Authorisation

To the extent that the Subcontract Works include the Asset Lifecycle of a NSW Rail Asset, the Subcontractor must carry out those aspects of the Subcontract Works in accordance with the Principal's ASA Authorisation and section 9.

9. ASA compliance

(a) The Subcontractor must (and must ensure that its subcontractors and its Personnel) comply with the conditions of the Principal's ASA Authorisation.

(b) The Subcontractor must (and must ensure that its subcontractors and its Personnel):

(i) implement and comply with the requirements of any ASA Requirements applicable to the Asset Services;

(ii) cooperate fully with the ASA in the performance of the ASA's functions;

(iii) provide access to premises and resources as reasonably required by the ASA, including so that it can effectively carry out its review, surveillance and audit functions;

(iv) comply with the directions, instructions and requirements issued by the ASA;

(v) notify the ASA of any matter that could reasonably be expected to affect the exercise of the ASA's functions;

(vi) provide the ASA with any information relating to its activities or any documents or other things reasonably required by the ASA in the exercise of its functions; and

(vii) provide Edwards and the Principal with such reasonable assistance as may be reasonably required by Edwards or the Principal to enable the Principal and Edwards to cooperate fully with the ASA and to implement and comply with ASA Requirements.

(c) The Subcontractor acknowledges and agrees that it is not entitled to make (and neither Edwards nor the Principal nor ASA will be liable upon) any Claim arising out of or in connection with the obligation to comply with the requirements of ASA and the ASA Authorisation.

10. Rail safety and Accreditation

(a) The Subcontractor warrants that it will perform the Subcontract Works pursuant to the Principal's Accreditation.

(b) The Subcontractor must:

(i) liaise and co-operate with Edwards and the Principal, and do everything necessary to enable and assist Edwards, the Principal and any Rail Transport Agency to:

A. maintain their respective Accreditations, including obtaining any variation to any Accreditations required as a result of the Subcontract Works to be performed in accordance with the Subcontract; and

B. comply with their respective obligations in relation to rail safety, including under the Rail Safety National Law;

(ii) except as required by a Legislative Requirement, not do, or omit to do, anything which may cause an Accreditation to be suspended or cancelled; and

(iii) give any Authority such access to premises and information as the Authority lawfully requests to fulfil its functions with respect to the Subcontract Works, within the time requested.

11. Competence Records

Without limiting or otherwise restricting any other provision of the Subcontract, the Subcontractor must:

(a) prior to any Rail Safety Worker carrying out any Rail Safety Work in connection with the Subcontract Works, provide Edwards (with a copy to the Principal) with the Competence Records in the form directed by Edwards (which may be electronic);

(b) ensure that any Rail Safety Worker who carries out Rail Safety Work in connection with the Principal's railway operations has the competence to carry out that work; and

(c) ensure that each Rail Safety Worker used in connection with the Subcontract Works has a form of identification that is sufficient to enable the type of competence and training undertaken by that Rail Safety Worker to be checked by a rail safety officer.

12. Requirements for working in Rail Corridor

If the Subcontractor or a subcontractor is required to work in the Rail Corridor for the performance of the Subcontract Works, the Subcontractor must comply (and ensure that the relevant subcontractors comply) with the requirements set out in Schedule 9.

13. NSW Code and NSW Guidelines

13.1 Reference

In addition to terms defined in this document, terms used in this section 13 have the same meaning as is attributed to them in the *New South Wales Government Implementation Guidelines to the NSW Code of Practice for the Building and Construction Industry* (**NSW Guidelines**) (as published by the NSW Treasury July 2013 and as amended or updated from time to time). The NSW Code and NSW Guidelines are available at www.industrialrelations.nsw.gov.au.

13.2 Primary obligation

(a) In carrying out the Subcontract Works, the Subcontractor must at all times comply with, and meet any obligations imposed by, the NSW Government Code of Practice for the Building and Construction Industry (**NSW Code**) and the NSW Guidelines.

(b) The Subcontractor must notify the Construction Compliance Unit (**CCU**) and Edwards of any possible non-compliance with the NSW Code and the NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.

(c) Where the Subcontractor engages a subcontractor, the Subcontractor must ensure that any subcontract agreement imposes on the subcontractor equivalent obligations to those in this section 13.2, including that the subcontractor must at all times comply with, and meet any obligations imposed by, the NSW Code and the NSW Guidelines.

(d) The Subcontractor must not appoint or engage another party in relation to the Subcontract Works where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Code or the NSW Guidelines.

13.3 Access and information

(a) The Subcontractor must maintain adequate records of compliance with the NSW Code and the NSW Guidelines by it, its subcontractors, consultants and related entities.

(b) The Subcontractor must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:

(i) enter and have access to sites and premises (or part thereof) controlled by the Subcontractor, including but not limited to the Site;

(ii) inspect any work, material, machinery, appliance, article or facility;

(iii) access information and documents;

(iv) inspect and copy any record relevant to the Subcontract Works;

(v) have access to Personnel; and

(vi) interview any person,

as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Code and the NSW Guidelines, by the Subcontractor, its subcontractors, consultants and related entities.

(c) The Subcontractor, and its related entities, must agree to, and comply with, a request from authorised personnel (including personnel of the CCU) for the production of specified documents by a certain date, whether in person, by post or electronic means.

13.4 Sanctions

(a) The Subcontractor warrants that at the time of entering into this Subcontract, neither it, nor any of its related entities, are subject to a sanction in connection with the NSW Code or the NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and the NSW Guidelines apply.

(b) If the Subcontractor does not comply with, or fails to meet any obligation imposed by, the NSW Code or the NSW Guidelines, a sanction may be imposed against it in connection with the NSW Code or the NSW Guidelines.

(c) Where a sanction is imposed:

(i) it is without prejudice to any rights that would otherwise accrue to the parties; and

(ii) the NSW Government (through its agencies, Ministers and the CCU) is entitled to:

A. record and disclose details of non-compliance with the NSW Code or the NSW Guidelines and the sanction; and

B. take them into account in the evaluation of future procurement processes and responses that may be submitted by the Subcontractor, or its related entities, in respect of work to which the NSW Code and the NSW Guidelines apply.

13.5 Compliance

(a) The Subcontractor bears the cost of ensuring its compliance with the NSW Code and the NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Guidelines. The Subcontractor is not entitled to make any Claim from Edwards or the Principal or the NSW Government for such costs.

(b) Compliance with the NSW Code and the NSW Guidelines does not relieve the Subcontractor from responsibility to perform the Subcontract Works and any other obligation under this Subcontract, or from liability for any Defect in the Subcontract Works or from any other legal liability, whether or not arising from its compliance with the NSW Code and the NSW Guidelines.

(c) Where a Variation is proposed, and that Variation may, or may be likely to, affect compliance with the NSW Code and the NSW Guidelines, the Subcontractor must immediately notify the Edwards Representative of the Variation, or likely change and specify:

(i) the circumstances of the proposed Variation;

(ii) the extent to which compliance with the NSW Code and the NSW Guidelines will be, or is likely to be, affected by the Variation; and

(iii) what steps the Subcontractor proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to the Work Health & Safety Requirements); and

Edwards will direct the Subcontractor as to the course it must adopt within 15 Business Days of receiving notice.

13.6 NSW Government Policies

(a) In carrying out the Subcontract Works, the Subcontractor must at all times conform and comply with all NSW Government Policies.

14. Confidential Information

14.1 Definitions

In this section 14:

(a) **ASD Certified Cloud Services List** means the list located at http://www.asd.gov.au/infosec/irap/certified_clouds.htm (as may be updated from time to time);

(b) **Confidential Information** means:

(i) the Subcontract;

(ii) the Design Documents;

(iii) any other material:

A. produced; or

B. provided, or required to be provided, to Edwards or the Edwards Representative,

under, for the purposes of or in connection with the Subcontract, the Subcontract Works by, for or on behalf of the Subcontractor (including by subcontractors);

(iv) without limiting paragraphs (i) - (iii), any document, drawing, information or communication (whether in written, oral or electronic form) given to the Subcontractor by Edwards (or anyone on Edwards' behalf), whether or not owned by Edwards which is in any way connected with the Subcontract or the Subcontract Works which:

A. by its nature is confidential; or

B. the Subcontractor knows or ought to know is confidential; and

(v) everything recording, containing, setting out or making reference to the document, drawing, information or communication (whether in written, oral or electronic form) described in subparagraph (ii), including documents, notes, records, memoranda, materials, software, disks and all other media, articles or things;

(c) **Cyber Security Events** means an identified occurrence of a system, service or network state indicating a possible breach of information security policy or failure of safeguards, or a previously unknown situation that may be security relevant; and

(d) **Cyber Security Incident** means a single or a series of unwanted or unexpected Cyber Security Events that have a significant probability of compromising business operations and threatening information security.

14.2 Protection of Confidential Information

The Subcontractor:

(a) acknowledges and agrees that the Confidential Information is confidential;

(b) warrants that it has in place arrangements to ensure that the Confidential Information is dealt with by the Subcontractor (and each of its subcontractors and related bodies corporate) strictly in accordance with:

(i) this section 14, including in respect of the:

A. processing, storage and communication of Confidential Information by electronic or similar means in accordance with section 14.3;

B. return of Confidential Information in accordance with this section 14; and

C. destruction of Confidential Information in accordance with this section 14; and

(ii) any other requirements notified by Edwards (in its absolute discretion); and

(c) must, within 20 hours of a request by Edwards, provide evidence to Edwards of the arrangements referred to under paragraph (b).

14.3 Obligation to keep Confidential Information confidential

The Subcontractor:

(a) must not, without consent from Edwards (in its absolute discretion):

(i) copy or otherwise reproduce in any form or medium the contents of the Confidential Information (or any part of it) or otherwise cause, permit or allow the Confidential Information (or any part of it) to be copied or reproduced in any form or medium; or

(ii) disclose or use or deal with, the contents of the Confidential Information (or any part of it) or otherwise cause, permit or allow the Confidential Information (or any part of it) to be disclosed, used or dealt with,

for any purpose other than performing the Subcontract Works;

(b) must:

(i) not store, process or communicate Confidential Information by electronic or similar means using any system that is located outside of Australia (unless that provider is listed on the ASD Certified Cloud Services List or otherwise approved by the Principal);

(ii) ensure that:

A. the Confidential Information; and

B. the Subcontractor's computing environment (which is used to store, process or communicate Confidential Information via electronic or similar means),

cannot be accessed, configured or administered from outside Australian borders;

(iii) to the maximum extent possible, detect any actual or potential Cyber Security Incident in respect of the Confidential Information;

(iv) immediately notify the Edwards Representative and the Principal if it becomes aware of any actual or potential Cyber Security Incident in respect of the Confidential Information;

(v) to the extent an actual or potential Cyber Security Incident arises in respect of the Confidential Information, prevent, end, avoid, mitigate or otherwise manage the risk of any adverse effect of that Cyber Security Incident; and

(vi) comply with any other security requirements in respect of the Confidential Information that may be notified by the Edwards Representative or the Principal,

(together the **Essential Protective Security Requirements**);

(c) must, upon request, provide Edwards or the Principal with access to the Subcontractor's premises, records and equipment to enable Edwards or the Principal to monitor the Subcontractor's compliance with the Essential Protective Security Requirements;

(d) without limiting this section 14.3, must ensure:

(i) the Confidential Information and all documents, materials, media and all other things on or in which the Confidential Information (or any part of it) may be recorded, contained, set out or referred to are kept secure and protected at all times from any unauthorised use or access;

(ii) all recipients of Confidential Information (or any part of it) comply with the conditions of confidentiality and security as provided for in this section 14; and

(iii) all recipients of Confidential Information (or any part of it) do not do or omit to do anything which, if done or omitted to be done by the Subcontractor, would be a breach of the Subcontractor's obligations under this section 14; and

(e) acknowledges and agrees that any breach of the Subcontractor's obligations under section 14.2 or 14.3 will constitute a breach of the Subcontract.

14.4 Return of Confidential Information

(a) Within 5 Business Days of receipt of a request from Edwards at any time, the Subcontractor must:

(i) subject to paragraph (b), as directed by Edwards:

A. return all copies of the Confidential Information (to the extent the Confidential Information is in a tangible form) to Edwards; or

B. promptly:

1) destroy and erase all copies of the Confidential Information (whether in a tangible or intangible form and whether held by the Subcontractor, a subcontractor, a related body corporate or any third party); and

2) provide Edwards with written certification (by way of a statutory declaration from an authorised officer whose identity and position is to be approved by Edwards acting reasonably) that the Confidential Information (whether in a tangible or intangible form and whether held by the Subcontractor, a subcontractor, a related body corporate or any third party) has been securely and appropriately destroyed or erased by the Subcontractor; and

(ii) notify Edwards of all Confidential Information (or any part of it) which the Subcontractor knows or ought to know is beyond the Subcontractor's possession, power, custody or control, giving full particulars (including the nature and extent of the Confidential Information, precise location, entity in possession, custody or control and any security arrangements).

(b) Where required by law, the Subcontractor may keep one copy of the Confidential Information for its records.

(c) The Subcontractor acknowledges and agrees that:

(i) the return or destruction of the Confidential Information does not affect the Subcontractor's obligations under this section 14; and

(ii) without limiting any other right or remedy of Edwards, if the Subcontractor has failed to comply with the obligations in this section 14, Edwards may (in its absolute discretion) take the failure into account in assessing any future registration of interest or tender submitted by the Subcontractor; and

(iii) the Subcontractor releases Edwards and the Principal from all Claims in respect of any costs, expenses, losses or damages incurred or suffered as a

result of or in connection with the exercise of any of Edwards or the Principal's discretions under this section 14.

14.5 Exceptions to obligations of confidentiality

Nothing in this Subcontract prohibits the use or disclosure of any Confidential Information by the Subcontractor to the extent that:

(a) the information has been placed in the public domain otherwise than due to a breach of an obligation of confidentiality by the Subcontractor;

(b) the disclosure is expressly required by a Legislative Requirement, but the Subcontractor must use its best efforts to minimise any such disclosure;

(c) the information, to the reasonable satisfaction of Edwards, has been independently developed by the Subcontractor and without reference to the Confidential Information of Edwards or the Principal;

(d) Edwards has approved in writing the particular use or disclosure of the Confidential Information; or

(e) it is required by any governmental agency or Minister for any legitimate government purpose or process, including pursuant to the State Records Act 1998 (NSW) or GIPA Act.

14.6 Equitable relief

The Subcontractor acknowledges that Edwards will be entitled to equitable relief against the Subcontractor (in addition to any other rights available under this Subcontract or at law) if the Subcontractor breaches any of its obligations under this section 14.

14.7 Media

The Subcontractor must not disclose any information concerning the Subcontract for distribution through any communications media without Edwards' prior written approval. The Subcontractor must refer to Edwards any enquiries from any media concerning the Subcontract.

15. Exchange of information between government agencies

(a) The Subcontractor authorises Edwards, its employees and agents to make information concerning the Subcontractor and the Subcontract available to NSW government departments or agencies, including:

(i) any information provided by the Subcontractor to Edwards;

(ii) any information relating to the Subcontractor's performance under the Subcontract; and

(iii) the terms of the Subcontract.

(b) The Subcontractor acknowledges and agrees that:

(i) any information about the Subcontractor from any source, including but not limited to substantiated reports of unsatisfactory performance, may be taken into account by Edwards, the Principal, and NSW government departments and agencies in considering whether to offer the Subcontractor future opportunities for NSW government work;

(ii) the communication of such information to the Principal or any NSW government department or agency is a communication falling within section 30 of the Defamation Act 2005 (NSW); and

(iii) Edwards and the Principal have in place processes for assessing the performance of suppliers, that these processes will apply to the Subcontractor's performance under the Subcontract and that it will participate in "Contractor Performance Reporting" process.

16. Public Access to Government information

(a) Without limiting section 15, the Subcontractor acknowledges that the Principal may disclose the Subcontract (and information concerning the terms of the Subcontract) under or in accordance with any one or more of the following:

(i) the GIPA Act; and

(ii) to satisfy the disclosure requirements of the New South Wales Auditor General or to satisfy the requirements of Parliamentary accountability,

and the Subcontractor must provide to Edwards any other information which the Principal reasonably requires as advised by Edwards to comply with its obligations under this paragraph (a).

(b) If the Principal is required to include a copy of the Subcontract in the government contracts register pursuant to the GIPA Act:

(i) the Subcontractor acknowledges that the Principal will not disclose [Schedule 1] but may disclose the remainder of the Subcontract;

[Note to tenderers: Tenderers to advise whether they believe any other sections of the Contract should not be disclosed in accordance with section 32(1) of the GIPA Act.]

(ii) if the Subcontractor considers that the Principal should not disclose any other provisions of the Subcontract on the basis that their disclosure would fall within section 32(1) of the GIPA Act, the Subcontractor must within 10 Business Days of the date of the Subcontract give to Edwards written notice of:

A. any provisions of the Subcontract it believes should not be disclosed for the reasons set out in section 32(1) of the GIPA Act; and

B. details of:

1) the reasons why the provisions should not been disclosed,

2) whether the provisions can be disclosed at a later date and, if so, when it is likely that they can be disclosed, and

3) a general description of the types of provisions that the Subcontractor proposes should not be disclosed; and

(iii) the Subcontractor acknowledges that in complying with the Principal's disclosure obligations under the GIPA Act, the Principal will consider, but will

not be bound by, any proposal made by the Subcontractor under paragraph (ii).

17. Privacy

(a) Without limiting the Subcontractor's obligations under any other provision of this Subcontract, the Subcontractor must comply with all Privacy Obligations as if it were a public sector agency.

(b) The Subcontractor must ensure that when it collects, uses, discloses or transfers Personal Information in the course of performing its obligations under this Subcontract, it complies with all the Privacy Obligations.

(c) Without limiting the generality of paragraphs (a) and (b), the Subcontractor must:

(i) only use such Personal Information for the purpose of performing its obligations under this Subcontract or as required by a Legislative Requirement;

(ii) not disclose any such Personal Information without the prior written consent of Edwards or the person to which the Personal Information relates or as required by Legislative Requirement;

(iii) ensure that no person engaged by the Subcontractor who has access to such Personal Information uses, discloses or retains such Personal Information except for the purposes of performing that person's duties of engagement;

(iv) take all reasonable steps to protect any such Personal Information from misuse and loss and from unauthorised access, modification or disclosure;

(v) comply with all reasonable requests or directions of Edwards concerning:

A. the security, use and disclosure of such Personal Information;

B. access to and correction of any such Personal Information by the individual to whom it relates; and

C. any complaints about the handling of such Personal Information;

(vi) notify Edwards as soon as reasonably practicable after the Subcontractor becomes aware that it may be required by a Legislative Requirement to use or disclose any such Personal Information, and provide all reasonable assistance requested by Edwards to resist or object to such use or disclosure;

(vii) notify Edwards as soon as reasonably practicable after the Subcontractor becomes aware of any breach of this section 17; and

(viii) on the expiry or termination of this Subcontract for any reason, destroy or otherwise deal with any such Personal Information in accordance with the reasonable directions of Edwards.

18. Contractor representations, warranties and acknowledgments

18.1 Probity warranties

The Subcontractor represents and warrants that:

(a) it will act honestly and fairly when carrying out its obligations under this Subcontract and when dealing with third parties in relation to the carrying out of the obligations under this Subcontract;

(b) it will be ethical and impartial when carrying out its obligations under this Subcontract and when dealing with third parties in relation to the carrying out of the obligations under this Subcontract; and

(c) it will act honestly, fairly and impartially in relation to all potential subcontractor and suppliers of goods or services to Edwards.

18.2 General representations and warranties

The Subcontractor represents and warrants that:

(a) if it is a corporation, it is a corporation limited by shares under the Corporations Act 2001 (Cth);

(b) it has full legal capacity to enter into this Subcontract and to do all things which can be reasonably contemplated as being required by this Subcontract;

(c) all necessary action has been taken by the Subcontractor to enter into this Subcontract and to render this Subcontract binding on and legally enforceable against the Subcontractor in accordance with its terms;

(d) the Subcontractor is not aware of any act, matter, thing or circumstance by reason of which the Subcontractor is not able to perform its obligations under this Subcontract;

(e) it is not a trustee of any trust and none of the assets of the Subcontractor used or to be used in undertaking its obligations under this Subcontract are held on trust for the benefit of any person;

(f) the obligations under this Subcontract will be carried out in a proper, competent and professional manner with due skill, care and attention by appropriately qualified and licensed Personnel of the Subcontractor;

(g) it will not do or permit to be done anything which might damage the name or reputation of Edwards or result in Edwards unreasonably being subjected to adverse public criticism or becoming the subject of any official investigation;

(h) it will not engage in any conduct that is illegal, defamatory, obscene, false, misleading or deceptive or likely to mislead or deceive;

(i) it has not entered into any licence, agreement, arrangement or understanding with any person which conflicts with the obligations of the Subcontractor under this Subcontract; and

(j) any information supplied to Edwards by the Subcontractor at any time is true and correct and not misleading in any material particular.

18.3 Subcontractor acknowledgments

(a) The Subcontractor acknowledges that, except as expressly provided by this Subcontract, no representation, warranty or advice of any kind has been or is given by or on behalf of Edwards, the Principal or any of their Personnel, in respect of the accuracy, completeness or current application of any information, data or material provided on or before the date of the Subcontract to the Subcontractor or its Personnel in respect of the Subcontract Works by Edwards, the Principal or any of their Personnel.

(b) Other than as expressly provided by this Subcontract, neither Edwards, the Principal, nor any of their Personnel will be liable to the Subcontractor as a result of:

(i) any inaccuracy, omission, unfitness for any purpose or inadequacy or incompleteness of any kind whatsoever in the information, data or material provided on or before the date of this Subcontract to the Subcontractor or its Personnel; or

(ii) any failure to make available to the Subcontractor any information, data, material or other information relating to the Subcontract Works.

18.4 Reliance

The Subcontractor acknowledges that Edwards has executed this Subcontract in reliance on the representations, warranties and acknowledgments that are made in this section 18.

19. Continuing Representations

19.1 Repetition of representations, warranties and acknowledgments

The representations, warranties and acknowledgments in section 18 are taken to be made on the date of this Subcontract and throughout the Subcontract period until the end of the Defects Liability Periods.

19.2 Information

The Subcontractor must immediately inform Edwards in writing of any matter, whether connected with the undertaking of its obligations under this Subcontract or otherwise, which gives rise to or is likely to give rise to any representation or warranty contained in this Subcontract being or becoming incorrect at any time during the Subcontract period.

20. Additional Subcontractor warranties

Without limiting clauses 3.7 and 3.8 of the General Conditions of Subcontract, the Subcontractor must, as a condition precedent to Practical Completion of the Subcontract Works or any Stage, provide to Edwards, the warranties described in Item 20 of Schedule 1:

(a) in favour of, and directly enforceable by, the Principal against the Subcontractor; and

(b) on the terms prescribed in Schedule 9 below, unless otherwise agreed by Edwards.

No warranty from the Subcontractor will be construed in any way to modify or limit any of the rights, powers or remedies of Edwards against the Subcontractor whether under the Subcontract or otherwise.

21. The Environment

(a) Without limiting clause 2.2 of the General Conditions for Subcontract, the Subcontractor must ensure that in carrying out the Subcontract Works it does not pollute, contaminate or otherwise damage the environment and makes good any pollution, contamination or damage to the environment arising out of, or in any way in connection with, the Subcontract Works, whether or not it has complied with all Environmental Legislation or other requirements of the Subcontract for the protection of the environment.

(b) The Subcontractor shall be liable for and indemnifies Edwards and the Principal against all Claims against, or any loss suffered or incurred by, Edwards or the Principal arising out of or in connection with:

(i) any breach by the Subcontractor of this section 21; or

(ii) the discharge, release or emission of any hazardous material, smell or noise into the environment.

(c) If the Subcontractor fails to comply with any of its environmental obligations under the Subcontract, Edwards may take whatever action is necessary to remedy such failure and if it does so any loss suffered or incurred by Edwards in taking such action will be a debt due by the Subcontractor to Edwards.

22. Objects found on Site

(a) Any things of value, archaeological, special or law enforcement interest found on or in the Site will, as between the parties, be the property of the Principal.

(b) Where such an item is found the Subcontractor must:

(i) immediately notify the Edwards Representative;

(ii) protect it and not disturb it further; and

(iii) comply with any instructions of the Edwards Representative in relation to the item.

23. Access to records and audit

23.1 Subcontractor to retain records

The Subcontractor must, for the duration of this Subcontract and for a period of seven years after the completion of the Subcontract Works, keep true and accurate accounts and records of:

(a) all Subcontract Works carried out under this Subcontract; and

(b) all associated accounts and records including all supporting materials used to generate and substantiate invoices submitted in respect of Subcontract Works.

23.2 Right to access and audit

Without limiting any other rights of audit of Edwards under the Subcontract:

(a) the Edwards Representative and/or any person authorised by the Edwards Representative (and notified to the Subcontractor's Representative) may at any time, after giving reasonable notice at any time during normal working hours, inspect and/or audit the accounts, records, information and correspondence of the Subcontractor relating to the carrying out of the Subcontract Works including all matters relevant to the calculation of the Subcontract Sum and the works rates (if any) and the elements comprising the determination of the Subcontract Sum;

(b) Edwards and the Edwards Representative will be entitled (at the expense of Edwards) to take copies of or extracts from any such records;

(c) the right of access and audit granted under this section 23.2 may be exercised by Edwards at any time during the duration of the Subcontract or in the seven year period after the end of this Subcontract; and

(d) Edwards will be solely responsible for the costs of conducting any audit under this section 23.2.

23.3 Auditing and probity

The Subcontractor acknowledges and agrees that the Edwards Representative (or any other person designated by the Edwards Representative) may carry out regular audits on:

(a) the Subcontractor's quality management system; and

(b) the Subcontract Works on a quality and probity basis including:

(i) inspections after the Subcontractor has provided the Subcontract Works;

(ii) random spot inspections;

(iii) viewing CCTV footage available at the Site;

(iv) inspecting reports prepared by the Subcontractor in accordance with this Subcontract; and

(v) utilising the Edwards' compliance auditors to check staff competencies, plant certifications and other relevant factors.

(c) The Subcontractor must provide reasonable access to its premises to enable Edwards or its Personnel to carry out any such audit and must co-operate with and provide all assistance requested by Edwards or its Personnel when carrying out any such audit.

24. Indemnified Parties

(a) To the extent that the provisions and indemnities in this Subcontract are for the benefit of the Principal, Edwards has sought and obtained the benefit of the provisions and indemnities as agent on behalf of the Principal. Edwards may also enforce the provision or indemnity as agent on behalf of the Principal.

(b) If Edwards does not have authority to act as agent on behalf of the Principal, then Edwards will be deemed to have sought and obtained the benefit of the provision or the indemnity as trustee for the Principal and holds that benefit as trustee. Edwards may also enforce that provision or indemnity as trustee for the benefit of the Principal.

(c) If the provisions and indemnities in favour of the Principal are unenforceable to the extent that they are expressed to be given in favour of the Principal, references to "the Principal" will be read as a reference to "Edwards" only.

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SCHEDULE 3
EDWARDS PROJECT REQUIREMENTS

[*To be inserted*]

Payment Claim No._____ **SCHEDULE 4** Date_____/____/_____

SUBCONTRACTOR STATEMENT

A W Edwards Pty Limited ABN: 76 000 045 849 Address: 131 Sailors Bay Road Northbridge NSW 2063
Subcontractor
ABN: Address:
Subcontract No/Title:
Subcontract Works:
Relevant Period (Up to and including)

This statement applies to work done in connection with the contract for the relevant period.

1. REMUNERATION

☐ All employees who are or have been engaged, by the Subcontractor have been paid their remunerations which at the date of this statement is due and payable to them in respect of their employment on works under the Subcontract.

☐ All Subcontractors and suppliers to the Subcontractor have been paid all moneys due to them as at the date of this statement, for the performance of work and supply of materials for use in work under the Subcontract.

☐ The Subcontractor has paid all undisputed parts of claims parts of claims submitted by a sub-trade contractor or supplier for services and/or materials.

2. SECURITY

☐ The provisions of clause "*Building and Construction Industry Security of Payments Act 1999"* Have been complied with by the Subcontractor.

☐ Each trade contractor and supplier has informed the Subcontractor in writing that their Sub-Subcontracts with their contractors, consultants and suppliers, comply with the requirements of the clause "*Building and Construction Industry Security of Payments* Act *1999".*

3 LONG SERVICE LEAVE PAYMENTS

☐ The Subcontractor has complied with the provisions of the *"Building and Construction Industry long Service Payments Act 1986* (NSW)

4 WORKERS COMPENSATION INSURANCE PREMIUMS

☐ All workers compensation insurance premiums payable by the Subcontractor in respect of work done in connection with the contract have been paid and a copy of a certificate of currency for that insurance for the relevant period has been provided to the builder.
The Subcontractor will maintain in force a valid workers compensation policy:
Policy Number_____
Held with Insurance Company_____
As indicated on the attached certificate of currency Dated_____ in respect of work done in connection with the contract during any period of the contract.

OR ☐ The Subcontractor is a sole trader or partnership with no workers or Subcontractors and is not required to hold workers compensation insurance.

5. PAY-ROLL TAX

☐ The Subcontractor is registered as an employer under the *Pay-Roll Tax Act 2007* (NSW) and all Pay-roll Tax payable by the Subcontractor in respect of wages paid or payable to employees have been paid.
(Pay-Roll Tax Client No)_____

OR ☐ The Subcontractor is not required to be registered under the *Pay-Roll Tax Act 2007* (NSW)

6. WHETHER THE SUBCONTRACTOR IS ALSO A PRINCIPAL CONTRACTOR YES ☐ (complete items 7&8 below)

NO ☐

7. WORKERS COMPENSATION

☐ In its capacity as Principal contractor the Subcontractor has been given a written s 175B of the *Workers Compensation Act 1987* (NSW).

8. PAY-ROLL TAX

☐ In its capacity as Principal contractor the Subcontractor has been given a written statement under s 31H of the *Pay-Roll Tax* Act *2007* (NSW).

I _____A Director of / a person authorised by the Subcontractor on whose behalf this statement is made, hereby state that the information provided in this statement is correct.

Subcontractors Authorised person signature: _____

Full Name: _____ Position Held: _____

Date: _____/_____/_____

"Remuneration", for the purposes of this statement, has the same meaning as in s 127(6) of the *Industrial Relations Act* 1996 (NSW).
"Employer" and "Employee" are as defined in s127A of the *Industrial Relations Act* 1996 (NSW).
"Principal Contractor" is as detailed in S310 of the *Industrial Relations Act* 1996 (NSW

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SCHEDULE 5
FORM OF FINAL CLAIM

BETWEEN: A W EDWARDS PTY LIMITED (ACN 000 045 849)
AND
SUBCONTRACTOR: ……..
SUBCONTRACT NO. …… DATE ……..

1. The Subcontractor agrees that the Date of Practical Completion was……, and that the total monies payable by AW Edwards Pty Limited ("Edwards") under or in any way arising out of the said Subcontract for the Project is $ of which the Subcontractor acknowledges receipt of payment to the Subcontractor the Sum of $ …… leaving Security in the amount of $…… and a final balance owing of $……..
2. The Subcontractor acknowledges that:
   - 2.1 the Security issued pursuant to Clause 4 of the Subcontract is the only remaining obligation owed to the Subcontractor, the Subcontract Sum having been paid; and
   - 2.2 subject to the Subcontractor's due performance under the Subcontract, the Security issued pursuant to Clause 4 of the Subcontract will become payable to the Subcontractor, in accordance with the Subcontract.
3. Save and except for the obligation as to the payment and release of Security, the Subcontractor:
   - 3.1 hereby accepts payment of the Final Subcontract Sum in full and final settlement of all claims, demands and causes of action of every kind and nature whatsoever and however arising, whether past, present or future which the Subcontractor may have in relation to the work, services, labour and/or materials supplied by the Subcontractor and/or by others on the Subcontractor's behalf under or in connection with the Subcontract; and
   - 3.2 in consideration of the said payment the Subcontractor forever releases and discharges Edwards, the Principal, its servants and agents and indemnifies them and each of them from and against all claims, demands and causes of action, liens and attachments of any and every kind and nature whatsoever in connection with or in respect of the Subcontract Works and the Subcontract.

Original Subcontract Sum	$ ……..
Variations	$ ……..
	_____
Final Contract Sum	$ ……..
Previous Payments	$ ……..
	_____
Balance Owing	$ ……..

4. The Subcontractor declares that all wages due to employees and workers employed by the Subcontractor in connection with this Subcontract have been duly paid out and the Subcontractor has fully complied with all of its obligations under any Legislative Requirements.
5. The Subcontractor confirms the provisions for warranties, guarantees, audit and confidentiality of the Subcontract and that the payments made hereunder will not in any manner be or constitute an acceptance of defective or improper materials or workmanship.
6. All monetary amounts referred to in this Final Claim are exclusive of GST.

FOR AND ON BEHALF OF	FOR AND ON BEHALF OF A W Edwards Pty Limited
…….. Subcontractor	
…….. Signature	…….. Signature
…….. Name and Title	…… Name and Title
…….. Date	…….. Date
…….. Witness	…… Witness

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SCHEDULE 6
WORK HEALTH & SAFETY REQUIREMENTS

1. Without limiting any other provision of the Subcontract the Subcontractor must:

(a) Immediately comply with the directions on WHS issued by any Authority or by Edwards;

(b) Without limiting any other provision of the Subcontract, the Subcontractor shall effect 24 hour accident cover for all employees.

(c) The Subcontractor has a duty of care and shall exercise due diligence in relation to the health and safety of all workers on site as described by the Work Health and Safety Act 2011 (“WHS Act”), and the Work Health and Safety Regulation 2011 ("WHS Regulation").

(d) The Subcontractor shall comply with all statutory work, health, safety and rehabilitation regulations including industry Codes of Practice, directions of WorkCover NSW and other Authorised officers, and the WHS Act, and WHS Regulation (including its obligation under the WHS Act and WHS Regulation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter);

(e) As required by the WHS Act and depending upon the nature and complexity of the work and the available resources of the Subcontractor, the Subcontractor shall provide Health and Safety documentation for acceptance by Edwards. Prior to the commencement of works, A W Edwards shall issue form SE4131 Project Risk Assessment as part of the Subcontract documents. The Project Risk Assessment identifies the Project specific hazards, the assessment of their level of risk, and their minimum level of Controls to be applied during the task. The Subcontractor must ensure that those hazards identified within this document, which are applicable to the Subcontract Works, have the appropriate controls applied at standards equal to or better than the minimum level set out in the Project Risk Assessment. This documentation shall be in the form of either a completed WHS Management Plan, or a Safe Work Method Statement. The documentation provided must contain sufficient detail to demonstrate the Subcontractor's full understanding of their obligations under the Subcontract and the relevant WorkCover Codes of Practice and Legislative Requirements. As a minimum, the documentation provided is to be Site specific and contain information (as applicable) in respect of:

(i) Identifying any high risk construction work being undertaken;

(ii) Specifying hazards relating to the high risk construction work and risks to health and safety associated with those hazards;

(iii) Describing the measures to be implemented to control the risks, and how the control measures are to be implemented, monitored and reviewed;

(iv) The skills, competency and responsibilities of the workers;

(v) Electrical safety;

(vi) Control hazardous chemicals;

(vii) Plant & Equipment Management;

(viii) The issue of personal protective equipment (PPE);

(ix) Lifting gear; and

(x) Notification of accidents/incidents.

(f) All Subcontractors shall provide documentary evidence that their workers have received Industry Induction and Task Specific Induction; Edwards will undertake Site Induction of all workers on their sites.

(g) The Subcontractor may be required to provide an appropriately qualified employee to serve as a member on the Health & Safety Committee. Where employees of the Subcontractor are members

of a Health & Safety Committee the Subcontractor shall allow those employees sufficient time to carry out their safety duties.

(h) The Subcontractor shall not, at any time, leave work in an unsafe condition or any condition that might cause damage to existing work, plant or equipment or injury to persons but shall continue until it is at a safe stage. The cost of any such continuation of work shall be borne by the Subcontractor.

(i) The Subcontractor shall comply with all health and safety directions or requests issued by the Site Management, Health & Safety Committee, WorkCover and Authorised Officers of the Construction Unions;

(j) In the event a Subcontractor introduces another specialist sub-subcontractor to carry out works on their behalf the above conditions shall apply equally to that sub-subcontractor;

(k) if requested by the Edwards Representative or required by the WHS Act or WHS Regulation, demonstrate compliance with the WHS Act and WHS Regulation, including providing evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety matters;

(l) notify the Edwards Representative immediately of all work health, safety and rehabilitation matters arising out of, or in any way in connection with, the Subcontract Works; and

(v) ensure that it does not do anything or fail to do anything that would cause Edwards or the Principal to be in breach of the WHS Act or WHS Regulation.

2. Any costs associated with compliance with this section are to be met by the Subcontractor.

3. In accordance with clause 293 of the WHS Regulation, Edwards has been:

(a) Appointed as the Principal Contractor for the Subcontract Works; and

(b) Authorised to exercise such authority as is necessary to enable Edwards to discharge the responsibilities imposed on a Principal Contractor under Chapter 6 of the WHS Regulation.

4. The Subcontractor agrees to promptly comply with all requirements under the WHS Regulation, including but not limited to:

(a) Any directions of Edwards in accordance with clause 309, 310 and 312 (WHS Management Plan – & High Risk Construction Work – Safe Work Method Statements) of the WHS Regulation; and

(b) Any requirements under Part 2 of the WHS Act.

5. The Subcontractor must provide Edwards, monthly or more frequently on request from Edwards with a copy of all registers, records and documents that Edwards is required to prepare or maintain as a Principal Contractor relevant to the payment checklist under the WHS Regulation referred to in this schedule.

6. The Subcontractor must:

(a) Ensure that all persons for whom it is responsible or over whom it is capable of exercising control while doing the Subcontract Works comply with all statutory obligations of Edwards;

(b) Comply with, and ensure that all persons from whom it is responsible or over whom it is capable of exercising control while doing the Subcontract Works comply with, the Principal Contractor's Project Management Plan and WHS Management Plan as required under clause 309 of the WHS Regulation;

(c) Comply with any direction of Edwards concerning a perceived breach of the WHS Regulation or WHS Management Plan or any other matter related to Work Health & Safety;

(d) Maintain appropriate safety precautions and programs, so as to prevent injury to persons or damage to property on, about or adjacent to the Site and the Subcontract Works;

(e) Implement and comply with all necessary security requirements of Edwards for the Site;

(f) Ensure that all Subcontract Works are done in a safe manner, including:

(xi) Erecting and maintaining, as required by existing conditions and the progress of the Subcontract Works, all safeguards necessary for safety and protection (including barriers, fences and railings); and

(xii) Posting danger signs and other warnings against hazards and notifying Edwards and other users of any dangerous or hazardous conditions arising out of the performance of the Subcontract Works; and

(xiii) Prior to Edward's approval no works, even in completion of contracted works, shall be undertaken where risk may be or perceived to be imposed on persons or property.

7. The Subcontractor must take all measures necessary to protect people and property on or adjacent to the Site and the Subcontract Works.

8. If the Subcontractor or its employees, or other subcontractors or agents damage property, the Subcontractor must promptly make good the damage and pay any compensation which any Legislative Requirement requires the Subcontractor to pay.

9. The Subcontractor must ensure that all constructional plant is maintained in a safe working order.

10. If Edwards considers that any constructional plant is unsafe, Edwards may direct the Subcontractor to:

(a) Stop using the constructional plant, until it has been brought into a safe working order; or

(b) Replace the constructional plant with constructional plant, which is in a safe working order.

11. If the Subcontractor fails to comply with an obligation under this Subcontract, Edwards may perform, or have performed, the obligation on the Subcontractor's behalf and recover the costs and expenses incurred as a debt.

12. The Subcontractor must during the performance of the Subcontract Works and its other obligations under this Subcontract, ensure (where applicable) compliance with:

(a) Part 6.5 of the WHS Regulation (General Construction induction training);

(b) Part 2 (Health & Safety Duties) of the WHS Act, and clauses 312, 344 & 346 of the WHS Regulation (safe work method statements and hazardous chemicals).

13. To the extent not prohibited by law, the Subcontractor indemnifies Edwards and the Principal against any claims against, or loss suffered or incurred by, Edwards or the Principal arising out of or in connection with the failure of the Subcontractor to discharge the duties imposed under the WHS Act or WHS Regulation in respect of the Subcontract Works or otherwise comply with this Schedule 6.

SCHEDULE 7
INDUSTRIAL RELATIONS

1. Registered / Certified Agreements

(a) The Subcontractor acknowledges and agrees that it has an agreement registered and / or certified under the relevant provisions of the Federal or State industrial relations legislation (including but not limited to the Workplace Relations Act 1996 and the Industrial Relations Act 1996 (NSW)), that covers the whole of the Subcontractor's labour force carrying out the Subcontract Works.

2. Legislation and Codes

(a) Without limiting any other provision of this Subcontract the Subcontractor warrants that it shall, at its cost, comply with all applicable Legislative Requirements concerning industrial relations and employment conditions and all conditions of any industrial instrument applicable to the Project.

(b) The Subcontractor warrants that it shall, at its cost, comply with any Federal or State Code of Practice that may have application to the Subcontract Works or the Project.

(c) The Subcontractor shall at its cost pay any such wage rates and observe such terms and conditions of employment as shall apply from time to time to all persons employed by the Subcontractor on the Subcontract Works by virtue of any award, registered or certified agreement, project agreement, any statutory or legal obligation which may apply.

3. Project Agreement

(a) Where a Federal or State Government Code of Practice is applicable to the Project, the development of any project agreement shall be undertaken in accordance with such Code.

(b) Edwards reserves the right, subject to clause 3(a) above, to enter into a project agreement which may cover the whole or any part of the Subcontract Works to be carried out. The project agreement may, amongst other matters, determine working conditions, productivity improvement and reward initiatives, industrial behaviour and dispute resolution procedures specific to the whole or any part of the Subcontract Works. To the extent permissible by law, such project agreement may apply to the Subcontractor and its labour force and the Subcontractor shall not be entitled to any Claim arising out of or in connection with its complying with such agreement.

4. Allowance Included in Subcontract Sum

(a) The Subcontractor acknowledges and agrees that the Subcontract Sum makes allowance for complying with all industrial obligations including without limitation all Project or Site or other allowances or agreements and all applicable Legislative Requirements and industry arrangements.

(b) Should the Subcontractor fail to comply with its obligations to pay its workers the relevant wages, allowances or entitlements under any relevant project agreement, enterprise bargaining agreement or industrial award, then Edwards may make such payment direct to the workers or their assigns as are necessary to comply and Edwards shall be entitled to recover the amount paid as a debt due and owing from the Subcontractor to Edwards.

5. Industrial Disputes

The Subcontractor shall:

(a) take all steps and measures to avoid and to minimise the consequences of industrial disputes affecting the Subcontract Works or the Project;

(b) advise Edwards of any demarcation problem or dispute that arises or is likely to arise amongst its employees or between its employees and the employees of others including those of Edwards;

(c) promptly inform Edwards of any industrial dispute, or potential industrial dispute, or demands made by its workforce or any representative of its workforce and of any other matter which could lead to industrial action affecting the continuity of the Subcontract Works or the Project;

(d) comply at its cost with any reasonable direction by Edwards issued with the objective of reducing industrial disputation;

(e) not be entitled to any claim arising out of or in connection with any industrial dispute;

(f) be liable to Edwards for the consequences to Edwards of any industrial disputes contributed to or caused by the Subcontractor;

(g) during any industrial or safety dispute or stoppage, maintain on the Site all of the resources (including without limitation its workforce) which it would have on Site if there were no such dispute or stoppage; and

(h) not enter into any Site-specific agreement with any trade union or union peak body without prior consultation with the Edwards Representative.

6. Employment of Persons

The Subcontractor shall at its cost ensure:

(a) that its employees and those of its Subcontractors are correctly classified in accordance with the relevant award, registered/certified agreement, or project agreement where applicable, and are adequately trained and hold current certificates of competency to operate plant and equipment and to otherwise perform work as required under any act, regulation, code of practice or a requirement of any lawful Authority or Edwards;

(b) that it and its Subcontractors shall be responsible for any training, skill assessment and/or reclassification of its employees that may be required during the performance of the Subcontract Works;

(c) that if Edwards issues Site identification/induction cards, all employees of the Subcontractor and its Subcontractors shall carry such cards at all times while on Site and produce the cards upon request to any representative of Edwards;

(d) that it and its Subcontractors do not employ any person who is at the time an employee of another Subcontractor employed at the Site without the prior written consent of both Edwards and the other Subcontractor;

(e) that it shall not do or cause or permit anything to be done whereby an employee working on Site for another Subcontractor is directly or indirectly induced to change employment on Site from that of their initial employer.

7. Superannuation

(a) The Subcontractor warrants that it has signed all relevant deeds of adherence to an approved fund.

(b) The Subcontractor shall upon request by produce and allow Edwards access to all of its records which show that it has complied and is complying with this clause, including evidence of payments made to such superannuation and redundancy schemes and the construction industry accident / income protection scheme. Without limiting any other provision of this Subcontract the Subcontractor shall meet all award and Legislative Requirements in relation to redundancy.

(c) The Subcontractor shall fully indemnify Edwards against any claim whatsoever in respect of the Subcontractor's workforce arising out of in connection with any non-payment to such superannuation or redundancy scheme or the construction industry accident/income protection scheme, and against the consequences of such non payment.

(d) Should the Subcontractor fail to comply with the requirements of the relevant superannuation or redundancy scheme or the construction industry accident/ income protection scheme or be in arrears in contributions, Edwards may make such payments as are necessary to comply and shall be entitled to recover the amount paid as a debt due and owing from the Subcontractor to Edwards.

(e) Without limiting any other provision of this Subcontract, the Subcontractor shall register all employees with the Department of Fair Trading in respect to all Legislative Requirements (including but not limited to the Building and Construction Long Service Act 1986) covering all employees and principals of the Subcontractor. The Subcontractor shall furnish to Edwards, as and when requested, proof of compliance including worker registration.

8. Indemnity

(a) Failure by the Subcontractor to comply with any of the provisions of this Schedule 7 shall constitute a substantial breach of the Subcontract.

(b) Should there be any breach of any part of this Schedule which has the result, either directly or indirectly, of causing or contributing to any industrial action, the Subcontractor shall not be entitled to any Claim in relation thereto.

(c) Subject to the provisions of clause 10.8 of the General Conditions for Subcontract, should a dispute occur as a result of the Subcontractor managing its industrial relations and safety procedures obligations in a manner which results in Edwards incurring or suffering any delay, loss, cost, expense or damages, then Edwards shall be entitled to regard the Subcontractor's action which caused the dispute as a substantial breach of the Subcontract.

9. Sub-Subcontracting

(a) If approval to Subcontract any part of the Subcontract Works is granted by Edwards, the Subcontractor shall ensure that its Subcontractors shall comply with this Schedule 7.

(b) The Subcontractor shall not, and shall ensure that any Sub-Subcontractors do not, engage in what is referred to in the building industry as "pyramid Subcontracting", "cash in hand payments" or other payments or similar "sham" arrangements designed to avoid Legislative Requirements (including but not limited to any arrangement to avoid tax).

(c) The Subcontractor shall ensure that all workmen engaged by him on the Site and in the execution of the Subcontract Works shall be subject to his direct control.

(b) Where the Subcontractor enters into a sub-subcontract in respect of the Subcontract Works for the provision of labour and supply of materials he shall in that sub-subcontract preclude the underletting of the labour content of that sub-subcontract except where:

(i) the sub-subcontractor does not have the capacity himself to handle a specialist section of the sub-subcontract works, when that section may be made subject of a sub-subcontract; or

(ii) the extent of the work to be carried out under the sub-subcontract requires the use of more than one sub-subcontractor to ensure the proper completion of the work and maintenance of conformity with the Subcontractor's Programme, when some of that work can be made the subject of a sub-subcontract; or

(iii) the sub-subcontractor is unable to meet his contract obligations to the reasonable satisfaction of the Subcontractor, when the Subcontractor shall be entitled to replace the sub-subcontractor by another sub-subcontractor.

10. Employee Representation

Subject to any relevant award, registered/certified or project agreement, or order of the relevant Industrial Relations Commission, the Subcontractor shall recognise and deal with any duly accredited employee representative organisation to which its employees may belong.

11. Record Keeping

(a) The Subcontractor shall make available to Edwards, upon request, all necessary records required to demonstrate that the Subcontractor and its subcontractors are complying with the provisions of the applicable relevant awards, registered/ certified agreement, project agreement, Federal or State employment Legislative Requirements, or Code of Practice.

(b) The Subcontractor shall provide Edwards with the following information with regard to its labour force and its subcontractors' labour force at least 48 hours prior to their entry to the Site:

(i) full name, address, date of birth and award classification;

(ii) long service leave, superannuation and redundancy fund and construction industry accident/income protection scheme membership details;

(iii) evidence of relevant certificates of competency and/or licences;

(iv) evidence of general safety induction and work activity training details.

(c) Failure by the Subcontractor to provide any of the information required under this Schedule 7 may, at the absolute discretion of Edwards, result in removal of the Subcontractor's labour and/or the labour of its subcontractors from the Site without entitlement to any Claim.

12. Taxation

The Subcontractor shall ensure that it and its Subcontractors comply with the provisions of the Income Tax Assessment Act and all other applicable Legislative Requirements with respect to the deduction and payment of tax instalment deductions from salaries and wages paid to employees.

SCHEDULE 8
CONDITIONS PRECEDENT TO PAYMENT

Without limiting the provisions of clause 21.3 of the General Conditions for Subcontract, the Subcontractor shall not be entitled to any payment under the Subcontract until five (5) Business Days after it has satisfied the following conditions precedent:

(a) submitted to Edwards the Subcontractor's Programme in accordance with clause 17.1 of the General Conditions for Subcontract;

(b) submitted to Edwards proof of insurance in accordance with clause 10.5 of the General Conditions for Subcontract;

(c) fully complied with its obligations under the Subcontract (including but not limited to clauses 3.6, 3.7, 3.8, 13.7 and 27 of the General Conditions for Subcontract);

(d) provided to Edwards two copies of the Subcontract duly executed on behalf of the Subcontractor;

(e) fully complied with the requirements of clause 21.2(c) of the General Conditions for Subcontract;

(f) submitted proof (in any form that may be required by Edwards from time to time) of compliance with any obligations with respect to industrial relations, Work Health & Safety, quality assurance and environmental matters, both as required under this Subcontract and generally at law;

(g) fully complied with the requirements of clause 3.8 of the General Conditions for Subcontract, and section 20 of Schedule 2 above.

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SCHEDULE 9

PRINCIPAL'S REQUIREMENTS FOR WORKING IN THE RAIL CORRIDOR

All section references in this Schedule are references to sections in this Schedule unless otherwise indicated.

1. Working in the Rail Corridor

1.1 Definitions

In this clause:

Approved Suppliers of Protection Officers means the list of suppliers of Protection Officers maintained by the Principal, details of which can be obtained by contacting Edwards.

Controlled Signal Blocking has the meaning given in the RailSafe Network Rules.

Danger Zone has the meaning given in the RailSafe Network Rules.

Local Possession Authority has the meaning given in the RailSafe Network Rules.

No Authority Required has the meaning given in the RailSafe Network Rules.

Possession has the meaning given in the RailSafe Network Rules.

Possession Protection Officer has the meaning given in the RailSafe Network Rules.

Protection Officer has the meaning given in the RailSafe Network Rules.

RailSafe Network Procedures means the Network Procedures which can be obtained from the RailSafe website at http://railsafe.sydneytrains.nsw.gov.au/ or by contacting the Principal.

RailSafe Network Rules means the Network Rules which can be obtained from the RailSafe website at http://railsafe.sydneytrains.nsw.gov.au/ or by contacting the Principal.

Railway has the meaning given in the Rail Safety National Law.

Railway Operations has the meaning given in the Rail National Law.

Running Line has the meaning given in the Rail Safety National Law.

Track Occupancy Authority has the meaning given in the RailSafe Network Rules.

Track Work Authority has the meaning given in the RailSafe Network Rules.

1.2 General requirements

Edwards must comply with the document entitled "General Safety Specification for Contractors" which can be obtained from the Railsafe website or by contacting the Principal (**Safety Specification**) which sets out the specific occupational health and safety requirements of the Subcontract, including such matters as safety requirements for carrying out work in the Rail Corridor and the Principal's policies with regard to drugs, alcohol and fatigue management.

1.3 Working in the Rail Corridor

(a) The RailSafe Network Rules and RailSafe Network Procedures prescribe the rules and procedures for carrying out work in the Rail Corridor.

(b) The Subcontractor must comply with, and must ensure that its employees, subcontractors and visitors comply with, the RailSafe Network Rules and RailSafe Network Procedures.

(c) This Schedule does not limit or otherwise restrict the Subcontractor's obligation to comply with the RailSafe Network Rules and RailSafe Network Procedures.

1.4 Method of working in the Danger Zone

(a) Without limitation, the RailSafe Network Rules prescribe:

(i) that work in the Danger Zone must be carried out only by using one of the following five methods:

A. Local Possession Authority;

B. Track Occupancy Authority;

C. Track Work Authority;

D. Controlled Signal Blocking; or

E. No Authority Required; and

(ii) mandatory minimum safety measures for each method.

(b) If the Subcontractor is to provide the Subcontract Works in the Danger Zone, the Subcontractor must carry out work in the Danger Zone using the method(s) notified by Edwards to the Subcontractor's Representative no later than 24 hours prior to the commencement of the relevant Subcontract Works.

1.5 Working hours

(a) Subject to the other provisions of this Schedule (including those relating to Possessions), Edwards will procure that the hours of work applicable to the Subcontract Works to be carried out in the Rail Corridor and the Danger Zone will be notified by the Principal to the Subcontractor's Representative no later than 24 hours prior to the commencement date of the relevant Subcontract Works.

(b) The Principal and Edwards do not guarantee access or Possessions for any sites at which the Subcontract Works are to be carried out (**Worksite**) for the whole of the working hours notified by the Principal to the Subcontractor's Representative under section 1.5(a).

1.6 Removal of 1500V electrical supply

The hours, times and locations during which the 1500V supply will be removed by the Principal will be notified by the Edwards Representative to the Subcontractor's Representative no later than 24 hours prior to the commencement date of the relevant Subcontract Works.

1.7 Possessions

(a) Possessions are closures and/or occupation of defined portions of one or more Running Lines to allow work to be carried out in the Danger Zone using either a Local Possession Authority or a Track Occupancy Authority. Subject to the requirements of this Schedule, the Edwards Representative will notify the Subcontractor's Representative of any Possessions no later than 24 hours prior to the commencement date of the relevant Subcontract Works.

(b) The Subcontractor:

(i) acknowledges that any Possession arranged by the Principal or Edwards is not necessarily available for the sole purpose of allowing the Subcontract Works to proceed in the Danger Zone;

(ii) acknowledges that the Principal and Edwards do not guarantee Possessions for the whole of the Danger Zone working hours notified by the Principal to the Subcontractor's Representative under section 1.5(a);

(iii) warrants that it shall, if directed by the Principal or by the Edwards Representative, co-ordinate the Subcontract Works with:

A. other contractors engaged by the Principal or Edwards to carry out work in the Danger Zone during the Possession(s); and

B. the Principal's subcontractors, employees and agents operating and maintaining the Railway;

(iv) warrants that it shall comply with, and ensure that its subcontractors, employees and agents comply with, any direction that may be given by the Possession Protection Officer or any Protection Officer (whether engaged by the Subcontractor, Edwards or the Principal), including a direction to attend a safety briefing (or "Toolbox Talk") or to suspend work;

(v) warrants that it shall take all necessary steps to ensure that the Subcontract Works in the Danger Zone are carried out utilising the specified methods and the arranged Possession(s) pursuant to sections 1.4 and 1.7 respectively;

(vi) warrants that, unless otherwise approved by the Principal or Edwards, it shall not carry out any of the Subcontract Works in a way which may result in disruption or alteration of the Principal's Railway Operations;

(vii) acknowledges that Edwards or the Principal may alter or cancel any Possession and as a result of this action the Edwards Representative may direct the Subcontractor to suspend the Subcontract Works;

(viii) acknowledges that Possessions are difficult to obtain and are normally planned up to 12 months ahead of required dates, and as such arranged Possessions must be fully utilised;

(ix) indemnifies the Principal and Edwards against any damage, expense, loss or liability suffered or incurred by the Principal or Edwards arising out of or in connection with:

A. the under utilisation of any Possession during which the Subcontract Works were, or ought to have been, carried out; or

B. any disruption to the Principal's Railway Operations caused by a negligent act or omission of the Subcontractor or its Personnel relating to a Possession.

2. Protection Officers

(a) All Worksites in the Rail Corridor must have a Protection Officer whose primary duty is to keep the Worksite and workers safe. The Subcontractor must (unless otherwise directed by Edwards) provide sufficient Protection Officers, possessing the Principal issued certificate of competency, to:

(i) assess the work to be carried out by the Subcontractor for safety and its potential to intrude on the Danger Zone;

(ii) ensure a safe place exists or can be created in the Danger Zone;

(iii) prepare Worksite protection plans;

(iv) ensure all work is carried out safely and in accordance with the RailSafe Network Rules and RailSafe Network Procedures; and

(v) keep records about Worksite protection arrangements.

(b) When carrying out work in the Rail Corridor the Subcontractor must comply with, and must ensure that each of its Personnel complies with, any direction that may be given by a Protection Officer.

(c) The Principal has Approved Suppliers of Protection Officers. The Subcontractor must procure Protection Officers from one of the Principal's approved suppliers and must not, without the Principal's or Edwards' written permission, provide or deploy a Protection Officer provided by any other supplier.

2.2 Clearances and other requirements

The Subcontractor must ensure that, when working in the Rail Corridor:

(a) if specified in the Safety Specification or the Principal's Safety Management System, demarcation fencing (for example, star picket and plastic tape) is erected, as the minimum requirement, to indicate the horizontal boundary of the Danger Zone;

(b) no metal object (including metal ladders, tapes, rules and scaffolding) is used or comes within six metres of the 1500V overhead wiring or equipment;

(c) no person, plant or other object comes within one metre of the 1500V overhead wiring or equipment;

(d) no structure that may affect entry to or egress from the Rail Corridor, or may obstruct the view of a train driver, is erected;

(e) artificial lighting is not used to illuminate the place of work unless the Principal or the Possession Protection Officer approves the type and placement of the lighting;

(f) level crossings are not constructed unless the Principal or the Possession Protection Officer gives the Subcontractor written permission; and

(g) each of the Subcontractor's employees and subcontractors:

(i) wears high visibility safety clothing (including an ORANGE coloured safety vest with retro reflective strips); and

(ii) does not wear any RED or GREEN coloured clothing.

2.3 "Kick off" meeting

The Subcontractor's nominated safety personnel must attend and participate in a "Kick off' meeting to be held prior to the commencement of work at the Worksite. This meeting will be conducted by the Principal and attended by other stakeholders nominated by the Principal, including Edwards. The purpose of the meeting will be to discuss safety issues associated with the Worksite and the Subcontract Works and to ensure that the Subcontractor understands its safety management obligations including its obligations to:

(a) in consultation with the Principal and Edwards, identify hazards associated with the Worksite and the Subcontract Works to be carried out by the Subcontractor, assess the associated risks and either eliminate the risks or develop measures to effectively control the risks;

(b) prepare safety management plans and safe work method statements; and

(c) ensure that each of its employees and subcontractors:

(i) holds any required qualification or certificate of competency;

(ii) receives any required health assessment; and

(iii) is provided with all required safety induction training.

During the "Kick off' meeting the Principal will provide the Subcontractor's nominated safety Personnel with initial induction training including an overview of the Code of Conduct and relevant policies with which the Subcontractor and its employees and subcontractors must comply.

2.4 Rail Industry Safety Induction training

The Subcontractor must, before the Principal will provide the Subcontractor with access to the Rail Corridor, provide to the Principal satisfactory evidence that each of the Subcontractor's subcontractors, employees and agents entering the Rail Corridor whose work will require them to

intrude into the Danger Zone has been provided with Rail Industry Safety Induction (RISI) training and issued a RISI card by the Principal in accordance with sections 5 and 6 of the Principal's Rail Industry Safety Induction (RISI) Standard.

2.5 Pre-work safety briefing

The Subcontractor must conduct pre-work safety briefings for all subcontractors, employees and agents on a worksite daily at the commencement of each shift and whenever work conditions change. During the pre-work safety briefings the Subcontractor must discuss:

(a) any Worksite specific hazards;

(b) safe work method statements setting out the risk assessments and controls associated with the work activities scheduled during the day or shift;

(c) the Worksite protection in place and the boundaries of such protection;

(d) the times at which protection will be in place;

(e) the signals which will be given when it is necessary to clear the railway tracks;

(f) the location of safe places / refuges to be used when required to clear the railway tracks; and

(g) access and egress to the Worksite.

Subcontractor's Collateral Warranty Deed

Sydney Trains
Principal

[Insert name]
Subcontractor

AW EDWARDS
Incorporating Rintoul

SCHEDULE 10
SECTION 20, SCHEDULE 2SUBCONTRACTOR'S COLLATERAL WARRANTY DEED

Subcontractor's Collateral Warranty Deed made at on
Parties [Insert details] (ABN [insert ABN]) of *[insert address]* ("Principal")

***[Insert subcontractor]* ACN *[insert]* of *[insert address]* ("Subcontractor")**

Background

A. Edwards has entered into the Contract with the Principal for the carrying out of the Works.

B. The Subcontractor has entered into an agreement with Edwards for the Subcontract Work and Products, which are a part of the Works.

C. In return for the Principal allowing the Subcontract Work and Products to be used in the Works, the Subcontractor agrees to give the warranties, indemnities and other promises in this Deed. The obligations created by this Deed are in addition to the obligations of the Subcontractor to Edwards and do not affect any other rights or remedies available to the Principal against Edwards or the Subcontractor.

Operative provisions

1. Definitions

In this Deed:

"Contract" means the Contract dated [**insert date**] between the Principal and Edwards in respect of the Works.

"Contractor" means the person stated in the Schedule.

"Subcontract Work and Products" means the works and/or products stated in the Schedule.

"Warranty Period" means the period stated in the Schedule.

"Works" means the works described in the Schedule.

2. Warranty

The Subcontractor warrants that all work performed and all materials supplied by the Subcontractor as part of the Subcontract Work and Products will:

(a) comply in all respects with the requirements of the Contract; and

(b) to the extent that the quality of materials or standard of workmanship is not specified in the Contract comply with the requirements of law and be of merchantable quality and be fit for the purposes for which they are required.

3. Replacement or making good Subcontract Works and Products

(a) The Subcontractor must at its cost make good, to the reasonable satisfaction of the Principal, any of the Subcontract Work and Products which, within the Warranty Period, are found to:

(i) be of a lower standard or quality than referred to in clause 2 of this Deed; or

(ii) have deteriorated to such an extent that they are no longer fit for the purposes for which they were required.

(b) The liability of the Subcontractor under this clause 3 is reduced to the extent that deterioration is caused by:

(i) mishandling, damage before installation, or incorrect installation, in each case caused by others;

(ii) normal wear and tear; or

(iii) incorrect operational procedures or maintenance, in each case not attributable to the Subcontractor.

4. Making good Works

The Subcontractor must at its cost carry out any work necessary to:

(a) any part of the Works to satisfy its obligations under clause 3 of this Deed; and

(b) restore or make good the Works after satisfying its obligations under clause 3 of this Deed.

5. Indemnity

The Subcontractor indemnifies the Principal against all costs, losses and damages suffered or incurred by the Principal arising out of or in connection with any breach by the Subcontractor of clauses 2 or 3 of this Deed.

6. Notice of Defects

The Principal may notify the Subcontractor in writing if it considers there has been any breach of any provision of this Deed.

7. Time to remedy

The Subcontractor must do everything necessary to remedy all breaches notified to it by the Principal under clause 6 of this Deed within a reasonable time after the Principal's notice.

8. Failure to remedy

(a) If the Subcontractor fails to carry out and complete the work specified in the Principal's notice under clause 6 of this Deed within a period determined by the Principal to be reasonable in the circumstances, the Principal may give written notice to the Subcontractor that the Principal intends to have that work carried out by others. This notice must allow a reasonable period for the Subcontractor to respond.

(b) If the Subcontractor fails to complete the work by the date specified in the notice given pursuant to clause 8(a), the Principal may have the work carried out by others, and the Subcontractor indemnifies the Principal against all costs, losses and damages suffered or incurred by the Principal in doing so.

9. Urgent action by Principal

(a) The Principal may take any urgent action necessary to protect the Works, other property or people as a result of a breach of clause 2 of this Deed.

(b) The Subcontractor agrees that the Principal taking such action does not affect any obligation of the Subcontractor under this Deed.

(c) The Subcontractor indemnifies the Principal against all costs, losses and damages suffered or incurred by the Principal in taking that action.

10. Operation of Deed

This Deed comes into effect when executed by the Subcontractor, and is effective whether or not executed by the Principal.

AW EDWARDS
Incorporating Rintoul

SCHEDULE 10
SECTION 20, SCHEDULE 2SUBCONTRACTOR'S COLLATERAL WARRANTY DEED

Schedule

1 Contractor:

2 Subcontract Works and Products:

3 Warranty Period:

4 Works:

AW EDWARDS
Incorporating Rintoul

SCHEDULE 10
SECTION 20, SCHEDULE 2SUBCONTRACTOR'S COLLATERAL WARRANTY DEED

Executed as a deed.

Signed under delegated authority for and on behalf of **Sydney Trains** in the presence of:

Signature of witness

Signature of authorised delegate

Full name of witness (Print)

Full name of authorised delegate (Print)

Date

Position of authorised delegate

Executed by **[insert name of Contractor]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of company secretary/director

Full name of director (Print)

Full name of company secretary/director (Print)

[To be inserted]

Deed of Novation

This Deed made the ..... day of ..... 20 .....

between..... (the Principal)

of ..... ACN ..... ABN .....

and ..... (Edwards)

of ..... ACN ..... ABN .....

and ..... (the Subcontractor)

of ..... ACN ..... ABN .....

and ..... (the Incoming Contractor)

of ..... ACN ..... ABN .....

witness that:

1 Upon receipt by the Subcontractor of the sum certified by the Principal as owing under the prior contract described at A in the Schedule hereto:

(a) the prior contract shall be discharged;

(b) the Subcontractor shall release Edwards from the further performance of the prior contract and from all claims and demands in connection with the prior contract;

(c) the Incoming Contractor shall punctually perform the obligations of Edwards under the prior contract as far as they are not performed. The Incoming Contractor acknowledges itself bound by the provisions of the prior contract as if the Incoming Contractor had been named in the prior contract; and

(d) the Subcontractor shall:

(i) punctually perform like obligations and be bound to the Incoming Contractor as if the provisions of the prior contract were incorporated herein; and

(ii) if required by the Principal, provide to the Principal an executed deed poll in favour of RailCorp in the form required by the Principal.

2 The Principal and Subcontractor each warrant to the Incoming Contractor that:

(a) subcontract work carried out to the date hereof is in accordance with the provisions of the prior contract; and

(b) all claims and demands in connection with the prior contract have been made to Edwards.

3 The Principal and Subcontractor each indemnifies the Incoming Contractor from all claims and demands of Edwards, Principal and Subcontractor in connection with the prior contract.

4 A dispute between:

(a) the Principal and the Subcontractor in connection with the Principal's certification of the sum owing under the prior contract; or

(b) the Incoming Contractor and the Subcontractor in connection with clause 1(c) or 1(d),

shall be resolved pursuant to the provisions of the subcontract described at B in the Schedule hereto which for the purposes of this clause 4 are incorporated herein.

5 This Deed shall be governed by the laws of the jurisdiction stated in the Contract between the Principal and Edwards.

Schedule

A .....
.....

B .....
.....

Executed as a deed.

Signed under delegated authority for and on behalf of **Sydney Trains** in the presence of:

Signature of witness	Signature of authorised delegate
Full name of witness (Print)	Full name of authorised delegate (Print)
Date	Position of authorised delegate

Executed by [**Edwards**] in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director	Signature of company secretary/director
Full name of director	Full name of company secretary/director

Executed by [**Subcontractor**] in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director	Signature of company secretary/director

Full name of director	Full name of company secretary/director
Executed by [**Incoming Contractor**] in accordance with section 127 of the Corporations Act 2001 (Cth):	
Signature of director	Signature of company secretary/director
Full name of director	Full name of company secretary/director

SCHEDULE 13
CLAUSE 35.1
SITE

[To be inserted]

[To be attached]

A W EDWARDS PTY LIMITED
GENERAL CONDITIONS FOR SUBCONTRACT

TABLE OF CONTENTS

GENERAL CONDITIONS FOR SUBCONTRACTORS

1. COMMENCEMENT AND CARRYING OUT

1.1 Carrying Out The Subcontract Works

The Subcontractor shall commence the Subcontract Works on the Date for Commencement and regularly and diligently continue to perform its obligations under this Subcontract.

The Subcontractor will complete the Subcontract Works by the Date for Practical Completion in a workmanlike manner under adequate supervision to the satisfaction of Edwards and as otherwise instructed by Edwards, all in accordance with the requirements of the Subcontract.

The Subcontractor has allowed for the provision of all labour, plant, equipment, materials and other work necessary for the Subcontract Works whether or not expressly mentioned in this Subcontract.

Any such labour, plant, equipment, materials and other work:

(a) Must be undertaken and provided by the Subcontractor; and

(b) Forms part of the Subcontract Works and will not entitle the Subcontractor to any Claim except as otherwise provided for in the Subcontract.

The Subcontractor shall carry out the Subcontract Works:

(c) so as not, by any act or omission, to place Edwards in breach of Edwards' obligations under the Development Approval, any other Approval or Legislative Requirement; and

(d) in accordance with the plans and specifications referred to in the Development Approval and the Construction Certificate, to the extent applicable, and with the Design Documents, Subcontractor's Design Obligations, and the Edwards Project Requirements.

1.2 Stages

If Item 17 of Schedule 1 indicates that the Subcontract Works are to be completed in separate stages or Edwards issues an instruction that the Subcontract Works are to be completed in separate stages at any time during the carrying out of the Subcontract Works, then the definitions of "Practical Completion", "Date for Practical Completion" and "Date of Practical Completion" will apply separately to each separate stage and references to "Subcontract Works" will apply to work comprising a separate stage.

1.3 Necessary Inclusions

If this Subcontract does not contain particulars of items which are necessary or usual for the completion of the Subcontract Works, or works similar to the Subcontract Works such items shall be supplied and/or executed by the Subcontractor without adjustment to the Subcontract Sum or any Extension of Time.

1.4 Edwards' Instructions

Without limiting clause 23.1, if the Subcontractor does not comply with an instruction given by Edwards under this Subcontract then:

(a) Edwards may issue a notice to the Subcontractor requiring compliance within a reasonable time to be stated in the notice; and

(b) If the Subcontractor does not comply with the notice, Edwards may engage and pay others to execute any work necessary to give effect to the instruction. All costs properly

incurred by Edwards in so doing may be recovered by Edwards as a debt due to Edwards by the Subcontractor.

2. SAFETY AND THE ENVIRONMENT

2.1 Work Health And Safety

Without limiting any other provision of this Subcontract the Subcontractor must comply with all current work health and safety Legislative Requirements and the requirements of Schedule 6.

2.2 The Environment

Without limiting any other provision of this Subcontract:

(a) The Subcontractor is required to exercise due diligence and care in relation to the environment as described by any Environmental Legislation and shall take all necessary measures to control all of the Subcontractor's activities, which may have an environmentally detrimental impact including but not limited to those having an impact on:

(i) Site land and adjacent land;

(ii) The qualities of the Site's surface waters and that of receiving waters;

(iii) Site fauna and flora designated for protection;

(iv) Any Site archaeological and heritage items designated for protection.

(b) The Subcontractor shall also take all necessary measures to prevent:

(i) Unacceptable emissions of any pollutant including dust into the atmosphere; and

(ii) The generation of excessive noise.

2.3 Safety

(a) The Subcontractor must carry out the Subcontract Works safely and so as to protect persons and property.

(b) If the Edwards Representative reasonably considers there is a risk of injury to people or damage to property arising from the Subcontract Works, the Edwards Representative may direct the Subcontractor to change its manner of working or to cease working.

2.4 Rail safety and Accreditation

Without limiting any other provision of this Subcontract the Subcontractor must comply with all applicable rail safety Legislative Requirements and the requirements of section 10 of Schedule 2.

2.5 Safety audits

(a) Edwards may at any time request that an auditor appointed by Edwards carry out an audit of the Subcontractor's compliance with its safety obligations under this Subcontract and the parties agree that:

(b) the Subcontractor must provide all documents, access and assistance necessary for the completion of any such audit;

(c) if any non-conformance is detected, the Subcontractor will immediately take steps to rectify the non-conformance; and

(d) the costs of engaging the auditor will be borne by Edwards and any costs which the Subcontractor incurs in complying with this clause will be borne by the Subcontractor.

3. WARRANTIES

3.1 Standard Of Work And Performance

In addition to any other warranty, whether statutory or otherwise, the Subcontractor warrants that:

(a) It shall carry out the work under the Subcontract and complete the Subcontract Works in a good, proper and workmanlike manner to the standard of care, skill, judgment and diligence expected of a skilled Subcontractor experienced in providing the same or similar work and that it is an expert in carrying out work of a nature similar to the Subcontract Works. To the extent that any standard of workmanship or materials is not prescribed in the Subcontract the Subcontractor shall adopt at least the same standard as those found in the Reference Development referred to in item 3 of Schedule 1;

(b) As at the Date of Practical Completion, each part of the Subcontract Works and all materials, goods and workmanship used or incorporated in the Subcontract Works or supplied by the Subcontractor (whether or not through a subcontractor or supplier or purchased under any patent or trade name):

(i) Shall comply with the quality, number, nature, description and condition required by this Subcontract;

(ii) Will be fit in all respects for its intended purpose (including but not limited to the Edwards Project Requirements in Schedule 3) and consistent with the nature and character of the part of the Subcontract Works for which they are used;

(iii) will be free from defects, good quality new materials and will be used or installed by the Subcontractor strictly in accordance with the manufacturer's recommendations;

(iv) Will not infringe any intellectual property rights;

(v) Will be in accordance with this Subcontract, all Legislative Requirements and the requirements of all Authorities, and the Subcontractor has and will retain until the Deed of Release under clause 21.9 is executed, all of the licences, registrations, permits and certificates which it is required by law to have in order to carry out work of the type required by this Subcontract;

(vi) Will be carried out and completed so as to enable Edwards to comply with its obligations under the Project;

(c) It is familiar with the conditions affecting construction activities in the area in which the Subcontract Works are to be carried out, has thoroughly inspected the Site, including any prior work, existing structures, materials and conditions, and it has allowed for and accepts the risk of all risks, hazards and difficulties including, without limitation whatsoever, materials handling and deliveries, traffic management, adjacent properties, site safety and public safety;

(d) The carrying out of the Subcontract Works as contemplated by this Subcontract is practical and possible including any methods of working required by the terms of the Subcontract;

(e) It has examined carefully and acquired actual knowledge of the contents of all of the documents constituting the Subcontract; and

(f) It has all information obtainable by the making of reasonable enquiries and relevant to the risks, contingencies and other circumstances having an effect on its tender and to the risks and contingencies inherent in its Subcontract obligations.

The Subcontractor acknowledges that Edwards has entered into this Subcontract in reliance on the warranties given in this clause.

The Subcontractor must, if required by Edwards, produce evidence that the materials used or to be used in connection with the Subcontract comply with the provisions of the Subcontract. If any material or workmanship shown or described in this Subcontract is not reasonably procurable (to the satisfaction of Edwards), the Subcontractor shall seek instructions from Edwards and, if required by Edwards, demonstrate that it has taken all proper steps at its own cost to procure or obtain such material or workmanship in accordance with this Subcontract.

3.2 Included Costs And Expenses

(a) The Subcontractor warrants that it has allowed for all costs and expenses involved in fulfilling and complying with all the terms, conditions and obligations set out in this Subcontract and the Subcontract Sum shall be deemed to include all costs and expenses (including without limitation any import or other costs attributable to exchange rates, customs or import duties, primage and the like related to the importation of any items and any freight and insurance charges and any other duties and taxes related to any items which are intended to be used or incorporated in the Subcontract Works)

(b) The Subcontractor acknowledges that the sole entitlement of the Subcontractor on any account whatsoever, whether for the execution of the Subcontract Works or for any Claims under the Subcontract or otherwise arising out of or in any way connected with the execution of the Subcontract Works, shall be payment of the Subcontract Sum or other payments expressly provided under this Subcontract, but not otherwise. All Claims are hereby agreed to be released. Nothing in this clause 3.2 will oblige Edwards to pay the Subcontract Sum except in accordance with this Subcontract.

(c) This clause 3.2 survives termination or repudiation of the Subcontract.

3.3 Liens

The Subcontractor warrants for itself and on behalf of any supplier, that no lien or other encumbrance exists over any materials or goods which have been incorporated into the Subcontract Works by the Subcontractor. In the event that this Subcontract is terminated, the Subcontractor shall ensure that Edwards may enter upon any premises and take possession of any materials or goods for which payment has been made under this Subcontract, or which have been appropriated to this Subcontract.

3.4 Documents

The Subcontractor warrants and agrees that it has had full access to and has examined all documents which form part of this Subcontract and that the Subcontractor has identified and agreed to accept the risks associated with the carrying out of the Subcontract Works in accordance with the Subcontract.

3.5 Warranties Unaffected

Each of the warranties given in this Subcontract shall remain unaffected notwithstanding:

(a) That design work has been carried out by or on behalf of Edwards;

(b) Any approval given or not given by Edwards; and

(c) Any Variation.

3.6 Warranty From Consultants

If requested by Edwards, and within the time nominated by Edwards, the Subcontractor must procure from those of its consultants who provide any certificate (including but not limited to an engineer's certificate) in relation to the adequacy of the Subcontract Works (including, without limitation, a certificate in connection with any design obligations or the erection of scaffolding, formwork or demolition) a warranty in a form acceptable to Edwards in favour of Edwards and the Principal. Provision of original warranties properly executed by all of the Subcontractor's relevant consultants is a condition precedent to any payment to the Subcontractor by Edwards

under this Subcontract. Failure by the Subcontractor to provide a certificate in compliance with this clause shall be a substantial breach of the Subcontract.

3.7 Sub-subcontractor's Warranty

Without limiting any provision of this Subcontract, the Subcontractor must, if required by Edwards, provide and obtain from each sub-subcontractor before that sub-subcontractor completes its work, a warranty in favour of Edwards in favour of Edwards and the Principal, in a form acceptable to Edwards.

3.8 Warranties by Suppliers

For each item of work or supply identified in item 18 of Schedule 1, the Subcontractor shall provide to Edwards a Warranty (for a period as required in terms of item 18 of Schedule 1) in favour of Edwards and the Principal, in a form acceptable to Edwards executed by the supplier for that work. The Subcontractor shall provide each Warranty prior to the Practical Completion of the work to which it relates.

4. SECURITY

4.1 Provision Of Security

(a) When required by Edwards, the Subcontractor shall provide Security to Edwards, either as cash retention or by way of unconditional bank guarantees as required in terms of Item 10 of Schedule 1, for the amount stated in Item 10 of Schedule 1. If no amount is stated, then Security will be an amount equal to 5% of the Subcontract Sum. For the avoidance of doubt, if the Subcontract Sum is adjusted in accordance with the Subcontract then the Security shall be adjusted accordingly so that if no amount is stated in Item 10 of Schedule 1 then the Security shall be increased or reduced so that it is an amount equal to 5% of the adjusted Subcontract Sum.

(b) If required by Edwards, Edwards shall be entitled, in addition to any Security required by this clause 4.1, to retain a further 10% of each Progress Payment until the amount retained equals the amount stated in Item 11 of Schedule 1.

4.2 Recourse To Security

Edwards may, without notice to the Subcontractor, have recourse to the Security (or any sum retained pursuant to clause 4.1(b)) whenever Edwards claims to be entitled to the payment of monies by the Subcontractor whether under this Subcontract or otherwise. Such recourse may extend to security provided for unfixed and off-site materials under clause 21.5.

4.3 Additional Security

If the Security or any part of it is appropriated by Edwards then the Subcontractor will within five (5) days of demand by Edwards provide to Edwards a replacement or additional Security so that the amount secured is not reduced below the amount specified in Item 10 of Schedule 1.

4.4 Release Of Security

(a) Not less than fourteen (14) days after Practical Completion the Subcontractor may request Edwards in writing to release 50% of the Security then held by Edwards. Not less than fourteen (14) days after the completion of the last Defects Liability Period for the Works, the Subcontractor may request Edwards in writing to release the balance of the Security.

(b) Within twenty eight (28) days of the Subcontractor's written request in clause 4.4(a), and provided that Edwards is reasonably satisfied that no Defect exists in the Subcontract Works, Edwards will release the relevant amount of Security then held.

5. SUBCONTRACT DOCUMENTS

5.1 Subcontract Documents

(a) The documents referred to in Item 8 of Schedule 1 form part of this Subcontract and shall be construed in the order of precedence set out therein. Without limiting the warranties in clause 3, the several documents forming the Subcontract shall be taken as mutually explanatory of one another.

(b) The Subcontractor shall immediately notify Edwards of any ambiguity or discrepancy discovered by the Subcontractor and Edwards shall direct the Subcontractor as to the interpretation to be followed by the Subcontractor in carrying out the Subcontract Works.

(c) The Subcontractor shall execute the Subcontract Works in accordance with the interpretation of the Subcontract directed by Edwards, which shall not constitute a Variation or give rise to any entitlement to additional costs or an Extension of Time to the Date for Practical Completion or any stage thereof.

6. ASSIGNMENT, SUBCONTRACTING AND NOVATION

6.1 Assignment And Subcontracting By Subcontractor

The Subcontractor shall not assign this Subcontract sublet or subcontract any portion of this Subcontract without the prior written consent of Edwards. Consent under this clause 6.1 will not relieve the Subcontractor of any liability or obligation under this Subcontract. The Subcontractor shall ensure that the terms and conditions of any subcontract are substantially similar to the terms and conditions of this Subcontract.

6.2 Effect Of Consent

Despite any consent given by Edwards, the Subcontractor will be liable for:

(a) The suitability of any subcontractor; and

(b) The acts, defaults and neglects of any subcontractor or any employee or agent of a subcontractor as fully as if they were the acts, defaults or neglects of the Subcontractor.

6.3 Assignment By Edwards

The Subcontractor acknowledges and agrees that Edwards may at any time at its discretion assign, change or otherwise deal with its rights under the whole or any part of this Subcontract and that the Subcontractor will cooperate fully with and take any action reasonably required by Edwards to achieve that effect.

6.4 Novation of Subcontract

The Subcontractor agrees that Edwards is entitled to novate the Subcontract at no cost to Edwards and that the Subcontractor will do all that is necessary to effect such novation, as required by Edwards (or its attorney).

Notwithstanding any other clause in this Subcontract, the Subcontractor agrees to extend any warranty required under the Subcontract to any party to whom the Subcontract is novated to including but not limited to:

(a) Any warranty referred to in the Subcontract or associated documents;

(b) Any warranty normally provided by suppliers, manufacturers and subcontractors to work similar to the Subcontract Works; and

(c) Any warranty expressly required by Edwards.

The Subcontractor acknowledges and agrees that it has irrevocably appointed (for valuable consideration) Edwards or any authorised representative of Edwards to be the Subcontractor's attorney to execute, sign, seal and deliver all notices, deeds and documents for the purpose referred to in this clause.

The Subcontractor agrees that it will ratify anything done by an attorney or its delegate in accordance with this clause and further that it shall ensure that any party to whom the Subcontract is novated shall obtain the benefit of any warranty as referred to in this clause on or before the Date of Practical Completion.

7. CONFIDENTIALITY

7.1 Obligation To Keep Confidential

The Subcontractor must keep confidential all information relating to this Subcontract and the Subcontract Works and ensure that each of its officers, employees and Subcontractors comply with the terms of this clause.

7.2 Exceptions

The Subcontractor is obliged to keep confidential any information unless:

(a) It is otherwise in the public domain through no default of the Subcontractor; or

(b) The disclosure is:

(i) Strictly and necessarily required for the performance of the Subcontract Works;

(ii) In connection with legal proceedings relating to the Subcontract; or

(iii) Given with the written consent of Edwards.

7.3 Obligation To Survive

The obligations of this clause 7 shall survive termination of the Subcontract.

8. AUTHORITIES' REQUIREMENTS

8.1 Ascertain Authorities' Requirements

The Subcontractor acknowledges and agrees that:

(a) there are Authorities with jurisdiction over aspects of the Subcontract Works, parts of the Site and areas affected by the Subcontract Works;

(b) such Authorities may from time to time exercise their statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect the Subcontract Works;

(c) the Subcontractor shall ascertain all restrictions, requirements and policies of all Authorities in relation to the Subcontract Works and the Site and shall make allowance to accommodate them and any changes in them; and

(d) unless otherwise provided in the Subcontract, it bears the full risk of all occurrences of the kind referred to in clause 8.1(b) and will have no Claim against Edwards arising out of or in any way in connection with such occurrences.

8.2 Compliance With Authorities' Requirements

(a) The Subcontractor shall:

(i) Give all necessary notices and pay all necessary fees; and

(ii) Comply with all provisions and requirements, statutory or otherwise, relevant to the Subcontract Works, including without limitation, any development or building application provided by Edwards in relation to the Subcontract Works.

(b) The Contract Work shall be carried out in accordance with and shall comply with all Legislative Requirements and Approvals (including any condition or requirement under them).

(c) At such times as required by Edwards, the Subcontractor shall deliver to Edwards certified copies or originals of all written approvals obtained pursuant to this clause 8. Notwithstanding anything in this clause 8, the delivery of such approvals to Edwards is a precondition to achieving Practical Completion.

(d) Where any Legislative Requirement requires the Subcontractor to be registered and/or licensed to carry out all or any part of the Subcontract Works, the Subcontractor shall ensure that it is so registered and/or licensed and shall produce evidence of such registration and/or licensing to Edwards before commencing any of the Subcontract Works.

(e) The Subcontractor must immediately notify Edwards of any rejection or conditional approval of any application by the Subcontractor for any approvals required to be obtained by the Subcontractor in relation to the Subcontract Works. The Subcontractor must also promptly notify Edwards after becoming aware of any changes in the requirements of Authorities which may or will relate to the Subcontract Works. All costs incurred in complying with this clause 8 are deemed to be included in the Subcontract Sum.

8.3 Change in Legislative Requirements

If there is any change in a Legislative Requirement after the date of this Subcontract:

(a) the party discovering this must promptly notify the other;

(b) Edwards Representative will instruct the Subcontractor as to how it is to proceed with the Subcontract Works insofar as they are affected by the change;

(c) if the change could not have been reasonably anticipated by a competent subcontractor the Subcontract Sum (and is not related to tax laws), will be:

(i) increased by any extra costs reasonably incurred by the Subcontractor; or

(ii) decreased by any saving made by the Subcontractor,

in carrying out the Subcontract Works after the giving of the notice under paragraph (a) and arising directly from the change or Edwards Representative's instruction, in either case as determined by the Edwards Representative; and

(d) the Subcontractor will be entitled to an extension of time to the Date for Practical Completion where it is otherwise so entitled under clause 18.3.

9. PROTECTION AND MAKING GOOD

(a) The Subcontractor shall keep all persons employed on the Site in connection with the execution of the Subcontract Works under proper control and working within the boundaries of the Site.

(b) Without limiting the provisions of clause 2, the Subcontractor shall be responsible for:

(i) Preventing personal injury or death or loss or damage to the relevant parts of the Site and to the Subcontract Works;

(ii) Preventing loss or damage to adjoining and/or other properties arising out of the carrying out of the Subcontract Works and bearing the cost of repairing or making good, loss or damage to adjoining and other properties arising out of the carrying out of the Subcontract Works;

(iii) The locating and care of existing services at the relevant parts of the Site. If an existing service is damaged by the Subcontractor then the Subcontractor shall make good the damage. If the Subcontractor fails to make good the damage then, without limiting any other right or remedy Edwards may have, Edwards may deduct the cost of making good the damage from moneys due or to become due to the Subcontractor, pursuant to the Subcontract or otherwise;

(iv) Without limiting (i) to (iii) above, care of the Subcontract Works generally until Practical Completion including but not limited to all work executed and materials for use in connection with the execution of or for incorporation in the Subcontract Works (including but not limited to any materials deposited on the Site). The Subcontractor shall at its own cost repair or make good loss or damage to the Subcontract Works and the Site.

(c) The Subcontractor shall be responsible for any damage to finished work on the Site caused by the execution of the Subcontract Works and shall pay all rectification costs involved. Rectification of damage to the works of other trades shall not be undertaken by the Subcontractor but will be arranged by Edwards to be carried out by the appropriate person, firm or Authority at the expense of the Subcontractor.

9A URGENT PROTECTION

(a) If urgent action is necessary to protect the Subcontract Works, other property, or people, and the Subcontractor fails to take the action, in addition to any other remedies of Edwards, Edwards may take the necessary action. If the action was action which the Subcontractor should have taken at the Subcontractor's cost, the Edwards Representative shall certify the cost incurred as moneys due from the Subcontractor to Edwards.

(b) If time permits, Edwards shall give the Subcontractor prior written notice of the intention to take action pursuant to this clause.

10. INSURANCE AND INDEMNITY

10.1 Professional Indemnity Insurance

Before commencing the Subcontract Works, the Subcontractor shall, if the Subcontract Works include the Subcontractors Design Obligations, effect and maintain professional indemnity insurance as detailed in Item 19 of Schedule 1.

10.2 Public Liability Insurance

Before commencing the Subcontract Works, the Subcontractor shall effect and maintain for the duration of the Subcontract, a public liability policy, if required to do so in accordance with Item 16 of Schedule 1.

The policy shall:

(a) Cover Edwards and the Subcontractor;

(b) Cover the:

(i) Respective rights and interests; and

(ii) Liabilities to third parties;

of the parties, and any of their agents, consultants, subcontractors from time to time, whenever engaged in the Subcontract Works;

(c) Cover the parties' respective liability to each other for loss or damage to property and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy);

(d) Be endorsed to cover the use of any construction plant not covered under a comprehensive or third party motor vehicle insurance policy;

(e) Provide insurance cover for an amount in respect of any one occurrence of not less than the sum in Item 16 of Schedule 1 (if nothing stated $10,000,000);

(f) Be maintained until the later of:

(i) the end of the last Defects Liability Period; and

(ii) the date upon which all Defects have been rectified in accordance with the Subcontract; and

(g) Be with an insurer and otherwise in terms approved in writing by Edwards (which approval shall not be unreasonably withheld).

10.3 Insurance of Employees

(a) Before commencing the Subcontract Works, the Subcontractor shall insure against statutory and common law liability for death of or injury to persons employed by the Subcontractor. The insurance cover shall be maintained until completion of all Subcontract Works.

(b) Where permitted by law, the insurance policy or policies shall be extended to provide indemnity for Edwards' statutory liability to the Subcontractor's employees.

(c) The Subcontractor shall ensure that all subcontractors have similarly insured their employees.

10.4 Construction Plant

The Subcontractor must effect and maintain Plant and Equipment insurance for its own plant and any other plant the Subcontractor may hire or be responsible for.

10.5 Evidence of Insurance and notices

(a) The Subcontractor must provide to Edwards, on or before entering into the Subcontract and at any other time on request by Edwards, evidence that all insurances required to be effected and maintained by the Subcontractor have been effected and are current.

(b) If the Subcontractor fails to produce evidence satisfactory to Edwards of the policies of insurance which the Subcontractor is required to effect and maintain, within a reasonable period after a request from Edwards, Edwards may take out the policies itself and the premiums for such policies will be a debt due and owing from the Subcontractor to Edwards and may be deducted from any payment then due and any future payment to the Subcontractor.

(c) ensure that each required insurance policy includes provisions which require the insurer to inform Edwards whenever:

(i) it receives a notice under or in connection with the insurance policy, including any claim; and

(ii) it gives any insured a notice under or in connection with the policy, which in the case of a notice of cancellation must be given to Edwards 20 Business Days prior to the cancellation of the policy;

(d) ensure that it:

(i) does not do anything which prejudices any insurance;

(ii) if necessary, rectifies anything which might prejudice any insurance;

(iii) reinstates an insurance policy if it lapses;

(iv) does not cancel, vary or allow an insurance policy to lapse without the prior written consent of the Edwards Representative;

(v) immediately notifies the Edwards Representative of any event which may result in an insurance policy lapsing or being cancelled; and

(vi) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance; and

(e) ensure that the insurance it is required to have in place under this clause 10 is maintained with insurers that:

(i) are authorised under the Insurance Act 1973 (Cth) to carry on an insurance business in Australia and are supervised by the Australian Prudential Regulation Authority; and

(ii) have a credit rating of at least A- from Standard & Poor's or an equivalent rating from another internationally recognised rating agency.

(f) The Subcontractor must:

(i) as soon as possible inform Edwards in writing of any occurrence that may give rise to a claim under an insurance policy required by the Subcontract; and

(ii) keep Edwards and the Principal informed of subsequent developments concerning the claim.

10.6 Breach of Policy by Subcontractor

The Subcontractor is liable for any excess payable in relation to any claims under an insurance policy.

If Edwards makes a claim under any Professional Indemnity Insurance policy or the policy effected under clause 10.3 respectively which is not paid in full by the insurer by reason of any act, default or omission by the Subcontractor under this Subcontract, or without limitation, any breach of any provision of the policy by the Subcontractor or any person for whom the Subcontractor is responsible, then the Subcontractor will, without limiting clause 10.8:

(a) Assume fully all responsibility for the risks; and

(b) Indemnify Edwards against any losses, damages, costs (including without limitation, legal costs), expenses, claims, proceedings and demands which Edwards may suffer or incur by reason of or in relation to the non-payment or insufficient payment of such claim.

10.7 Cross Liability

Where the Subcontract requires insurance to be effected in joint names the Subcontractor must ensure that the insurance policy provides that:

(a) insofar as the policy may cover more than one insured, all insuring agreements and endorsements (with the exception of limits of liability) will operate in the same manner as if there were a separate policy of insurance covering each named insured;

(b) the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against any of the parties covered as an insured and that failure by any insured to observe and fulfil the terms of the policy will not prejudice the insurance in regard to any other insured;

(c) any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy; and

(d) a notice to the insurer by one insured will be deemed to be notice by all insured parties.

10.8 Obligations Not Affected

Nothing in this clause 10 will limit any obligation or liability of the Subcontractor under this Subcontract.

10.9 Indemnity

The Subcontractor will be liable for and indemnify and keep indemnified Edwards and hold it harmless from and against any losses, damages, costs (including without limitation, legal costs), expenses, claims, proceedings and demands which Edwards may suffer or incur in respect of:

(a) Loss of or damage to or loss of use of any property;

(b) Personal injury to or death of any person;

(c) A breach of this Subcontract by the Subcontractor;

(d) Any negligent or wilful act or omission of the Subcontractor or others for whom at law it is responsible;

(e) Any damage to any existing services; and

(f) Any other liability whatsoever,

arising out of or in connection with the performance of the Subcontract Works and the Subcontract (including but not limited to any claim which Edwards may suffer or incur in relation to any damage to the environment to the extent caused or contributed to by any act, omission or default of the Subcontractor, its employees, agents or sub-subcontractors).

10.10 Proportionate Liability

(a) To the extent permitted by law, Part 4 of the Civil Liability Act 2002 (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under this Subcontract whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

Without limiting the above, the rights, obligations and liabilities of Edwards and the Subcontractor under this Subcontract with respect to proportionate liability are as specified in this Subcontract and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

(b) To the extent permitted by law:

(i) The Subcontractor must not seek to apply the provisions of Part 4 of the Civil Liability Act 2002 (NSW) in relation to any claim by Edwards against the Subcontractor (whether in contract, tort or otherwise); and

(ii) If any of the provisions of Part 4 of the Civil Liability Act 2002 (NSW) are applied to any claim by Edwards against the Subcontractor (whether in contract, tort or otherwise), the Subcontractor will indemnify Edwards against any loss, damage, cost or expense that forms part of a claim by Edwards against the

Subcontractor which Edwards is not able to recover from the Subcontractor because of the operation of Part 4 of the Civil Liability Act 2002 (NSW).

(c) The Subcontractor must:

(i) In each subcontract into which it enters for the carrying out of the work under this Subcontract or for the supply of materials or services, include a term that (to the extent permitted by law) excludes the application of Part 4 of the Civil Liability Act 2002 (NSW) in relation to all and any rights, obligations or liabilities of either party under each subcontract whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, tort or otherwise; and

(ii) Require each subcontractor or supplier of materials or services to include, in any further contract that it enters into with a third party for the carrying out of the work under this Subcontract, a term that (to the extent permitted by law) excludes the application of Part 4 of the Civil Liability Act 2002 (NSW) in relation to all and any rights, obligations or liabilities of either party under each further agreement whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, tort or otherwise.

(d) The Subcontractor must ensure that all policies of insurance covering third party liability it is required by this Subcontract to effect or maintain:

(i) Cover the Subcontractor for potential liability to Edwards assumed by reason of the exclusion of Part 4 the Civil Liability Act 2002 (NSW); and

(ii) Do not exclude any potential liability the Subcontractor may have to Edwards under or by reason of this Subcontract.

11. SUPERINTENDENCE

(a) The Subcontractor is and shall be responsible for the superintendence of the Subcontract Works. For the purposes of such superintendence, the Subcontractor shall maintain on the Subcontract Works during their progress a competent person to superintend the Subcontract Works together with any assistants necessary.

(b) The competent person so referred to shall be duly authorised by the Subcontractor to receive on behalf of the Subcontractor all written instructions given by Edwards to the Subcontractor.

12. REMOVAL OF WORKMEN

Edwards may direct that the Subcontractor remove from the Subcontract Works or the Site any person employed or engaged by the Subcontractor who in the opinion of Edwards is incompetent or negligent in the performance of their duties or who misconducts themselves. The Subcontractor will comply with any such instruction and will not employ any persons so removed in or around the Subcontract Works or the Site without the prior written approval of Edwards.

13. THE SITE

13.1 Examination of the Site

The Subcontractor acknowledges and agrees that prior to entering into the Subcontract it has made a careful and complete examination and assessment of, and accepts in their respective state and condition:

(a) The Site on, under or in which any part of the Subcontract Works are to be constructed or which is to be utilised in the performance of the Subcontract Works, including the fixtures and other structures and services;

(b) Hydrological and climatic conditions;

(c) All information made available to it by Edwards, including without limitation all information relating to Hazardous Chemicals and other environmental issues at the Site;

(d) The nature and extent of the difficulties, risks and hazards incidental to the performance of the Subcontract Works including, without limitation, prior works, existing structures, materials and conditions and archaeological conditions;

(e) The extent and nature of work and materials necessary for the performance of the Subcontract Works; and

(f) The means of accessing the Site.

13.2 Access To Site

Edwards shall on or before the Date for Commencement give to the Subcontractor sufficient access to the Site to enable the Subcontractor to commence the Subcontract Works. If Edwards has not given the Subcontractor access to those parts of the Site which are necessary to enable the Subcontractor to commence the Subcontract Works by the Date for Commencement and as a consequence the Subcontractor is delayed in commencing the Subcontract Works, then that delay will not be a breach of this Subcontract but will entitle the Subcontractor to claim an Extension of Time pursuant to clause 18. The Subcontractor shall not be entitled to any compensation or reimbursement of any costs and expenses incurred by the Subcontractor as a result of any such delay.

13.3 Co-ordination Of Subcontract works On The Site

The Subcontractor shall not have sole use of the Site and shall provide for other trades working in adjoining areas. The Subcontractor shall supervise, manage, program and resource the Subcontract Works so that it in no way hinders or interferes with work being carried out, and access required, by Edwards, the Principal or any other Subcontractors engaged in works forming part of the Project.

Without limiting any other provision of this Subcontract, the Subcontractor shall not be entitled to any Claim arising out of or in connection with the Subcontractor’s obligations pursuant to this clause 13.

13.4 Setting Out Information and Survey

(a) The Subcontractor shall preserve and maintain in their true position all survey marks and shall be responsible for any errors arising from the Subcontractor’s inaccurate setting out and establishment of levels. If the Subcontractor discovers any survey error or inadequacy, the Subcontractor must promptly notify Edwards and seek instructions to correct the error or inadequacy.

(b) The Subcontractor must, as a condition precedent to Practical Completion of the Subcontract Works or of any separate stage, submit to the Edwards' Representative a certificate signed by a licensed surveyor stating that:

(i) the whole of the Subcontract Works or the separate stage are within any particular boundaries stipulated in the Subcontract except only for parts of the Subcontract Works or separate stage specifically required by the Subcontract to be outside those boundaries; and

(ii) where so required by Approvals, the Subcontractor's Design Obligations, the Design Documents or the Edwards Project Requirements, structural elements of the Subcontract Works or the separate stage are within the tolerances specified.

13.5 Clean Up And Rubbish Disposal

Unless otherwise directed by Edwards:

(a) The Subcontractor shall keep the Subcontract Works clean and tidy as they proceed and on achieving Practical Completion shall remove all its plant and equipment and leave the Subcontract Works clean and tidy and ready for immediate use or occupation.

(b) The Subcontractor's working area shall be cleaned up at the end of each working day and all non-required material and/or rubbish shall be removed from the Site.

(c) On completion of each part of the Subcontract Work, the Subcontractor shall ensure that the completed work is clean in all respects, so as to allow the use of such works in accordance with the Principal's requirements.

(d) The Subcontractor shall comply with any environmental management plan or any other procedures or requirements associated with the Site or as directed by Edwards.

(e) If the Subcontractor fails to comply with the requirements of this clause 13, then Edwards may carry out whatever may be necessary to meet those requirements and the cost thereof may be deducted from any monies due or becoming due to the Subcontractor.

(f) The Subcontractor shall, without being entitled to any claim, comply with any direction requiring materials to be recycled or sorted.

(g) The Subcontractor shall ensure that all waste material generated is kept to an absolute minimum. Without limitation the Subcontractor shall:

(i) Reach agreement with suppliers to supply to the Site materials of prefabricated or pre-cut to sizes;

(ii) Minimise packing of materials;

(iii) Arrange for the return of packaging to the supplier.

(h) The Subcontractor shall continuously remove its rubbish to rubbish skips or bins provided by Edwards at ground floor level or other location or locations determined by Edwards in its absolute discretion. With the exception of the things expressly supplied by Edwards in terms of this Subcontract, the Subcontractor shall provide all labour, plant and equipment necessary for the removal of its rubbish to skips or bins provided by Edwards. The Subcontractor shall not be relieved of its obligation under this clause because of any lack of continuity or non-availability of supply of anything supplied by Edwards pursuant to the terms of this Subcontract.

13.6 Construction Method and Materials

(a) The Subcontractor shall upon request by Edwards provide a complete, appropriate and competently prepared construction method statement for any part of the Subcontract Works identified in the request and until a requested method statement is received and approved, in its absolute discretion, by Edwards the Subcontractor shall not commence work on the relevant part of the Subcontract Works. The Subcontractor shall not use an alternative to any specified material, product or design ("Alternative") unless it has provided all relevant detailed information to the Edwards Representative about the proposed Alternative and has obtained the written approval of the Edwards Representative. The Edwards Representative may in its sole discretion approve a proposed Alternative and any approval may be conditional. The Subcontractor shall not be entitled to any Claim arising out of or in connection with the proposed Alternative and the Subcontractor acknowledges and agrees that the Edwards Representative shall be entitled to adjust the Subcontract Sum, if the proposed Alternative costs less or is of a lesser value than the specified item.

(b) Notwithstanding any approval given by Edwards, the Subcontractor shall fully indemnify Edwards against any damage suffered or incurred by Edwards arising out of or in connection with the use of the Alternative.

(c) If the Subcontractor uses any Alternative without the written approval of the Edwards Representative, the Subcontractor shall comply with any direction by the Edwards Representative for the removal and replacement of the Alternative, without being entitled to any claim arising out of or in connection with that direction. The Subcontractor shall fully indemnify Edwards for any cost, losses or damage suffered or incurred by Edwards arising out of or in connection with the Subcontractor using an Alternative without the written approval of the Edwards Representative.

13.7 Existing Services

(a) The Subcontractor shall use care and diligence in relocating or diverting existing services. Where an existing service obstructs the Subcontract Works and requires diversion or relocation, then unless the Subcontract provides otherwise the Subcontractor shall not be entitled to any claim arising out of or in connection with the relocation or diversion.

(b) If an existing service is damaged by the Subcontractor then the Subcontractor shall make good the damage. If the Subcontractor fails to make good the damage within a reasonable time of being directed by Edwards to do so, then Edwards may have the damage made good and without limiting any other right or remedy Edwards may have, Edwards may deduct the cost of making good the damage from moneys due or to become due to the Subcontractor, pursuant to the Subcontract or otherwise.

Without limiting any other requirement of this Subcontract, the Subcontractor shall at no cost to Edwards co-ordinate the Subcontract Works with existing or future services or structures and co-operate fully with Edwards and any Authority in that regard.

13.8 Minerals, fossils and relics

Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the Site shall as between the parties be and remain the property of Edwards. Immediately upon the discovery of these things the Subcontractor shall:

(a) Take precautions to prevent their loss, removal or damage; and

(b) Give the Edwards Representative written notice of the discovery.

All costs so incurred by the Subcontractor shall be for its own account and the Subcontractor shall have no Claim against Edwards for any costs incurred by it in accordance with this clause 13.8.

13.9 Edwards' Representative and Subcontractor's Representative

Edwards shall appoint a representative ("Edwards Representative") who acts as an agent of Edwards. Matters within the Edwards Representative's knowledge shall be deemed to be within Edwards' knowledge.

The Subcontractor shall superintend the Subcontract Works personally or by a competent representative. Matters within a Subcontractor Representatives knowledge (including but not limited to any directions received) shall be deemed to be within the knowledge of the Subcontractor. The Subcontractor shall forthwith give Edwards written notice of the Subcontractor Representative's name and any subsequent changes. If Edwards makes a reasonable objection to the appointment of a Representative, the Subcontractor shall terminate the appointment and appoint another representative.

13.10 Site meetings

The Subcontractor shall convene, conduct, and ensure that all relevant subcontractors attend, such Site meetings as Edwards from time to time (having given the Subcontractor reasonable notice) requires or convenes. The Subcontractor acknowledges that the Principal, Edward's consultants and agents may attend any such meetings.

13.11 Notice of Latent Conditions

If the Subcontractor considers it has encountered or found a Latent Condition, it must immediately give the Edwards' Representative notice in writing.

After receipt of a notice from the Subcontractor the Edwards' Representative must within 15 Business Days of receipt of the Subcontractor's notice:

(a) determine whether a Latent Condition has been encountered or found; and

(b) notify the Subcontractor of its determination.

13.12 Contractor's entitlement

If the Edwards' Representative determines that a Latent Condition has been encountered or found, the Subcontractor will be entitled to an extension of time to the Date for Practical Completion where it is otherwise so entitled under clause 18.3.

To the extent permitted by law, the Subcontractor's entitlement under this clause 13.12 will be its only right to make a Claim arising out of, or in any way in connection with, the Latent Condition.

14. QUALITY ASSURANCE SYSTEM

(a) If required by Edwards, the Subcontractor shall establish and provide a project specific Quality Assurance System in accordance with the requirements of AS/NZS ISO 9000 series of standards and the Edwards Quality Management Manual / procedures (copies of which documents are available from Edwards for inspection).

(b) The Subcontractor shall comply with all requirements and obligations of the Project Management Plan together with any other obligations as advised by Edwards.

(c) If the Subcontractor fails to comply with the requirements of this clause, Edwards may implement such inspections and tests and undertake any work Edwards deems necessary to obtain the verification required by Edwards.

(d) The resulting cost incurred by Edwards as a result of any action taken under this clause shall be a debt due from the Subcontractor to Edwards.

15. SAMPLES AND TESTS

15.1 Submission Of Samples

(a) When required by the Subcontract, the Subcontractor shall submit to Edwards identified duplicate samples of any materials, items and finishes reasonably required to be used in the Subcontract Works, allowing adequate time for the submission, assessment, re-submission and approval thereof.

(b) Each of approved samples shall be signed or otherwise suitably identified by Edwards who shall keep it on the Site available for inspection.

(c) Where because of the nature of the materials, item or finish concerned the procedure outlined in the foregoing provisions of this paragraph are impracticable of application the Subcontractor shall make available an identified sample for the inspection by Edwards, in some other appropriate manner as directed by Edwards.

15.2 Conformity To Samples

All executed work shall reasonably conform to samples and if this requirement is not met Edwards may at his discretion reject that work and require renewal of same until the required standard or standards is or are attained, the cost of which shall be borne by the Subcontractor,

who shall not be entitled thereby to any Extension of Time or adjustment of the Subcontract Sum.

15.3 Tests

The Subcontractor shall, at its own cost, carry out tests as required by the Subcontract or as reasonably required by Edwards. The tests shall comply with the following requirements:

(a) The Subcontractor shall give at least ninety-six (96) hours' notice when tests are to be carried out and at a time agreed with the Edwards Representative so that he may arrange for the appropriate identified consultants to be present;

(b) The Subcontractor shall keep a record of tests carried out and the results thereof and these records shall be compiled into a test report which shall be furnished by the Subcontractor to Edwards;

(c) Where tests are to be done on the Site, the Subcontractor shall provide all necessary labour, materials, stores, apparatus and instruments, and

(d) Where tests are required to be done away from the Site, the Subcontractor shall provide everything for them to be undertaken and completed.

15.4 Inspections

The Subcontractor shall comply with Edwards' directions with regard to inspections by any Authority, the Principal or any inspection or testing of any materials or goods or any executed works undertaken or directed pursuant to the Project. The Subcontractor will bear the costs of any such inspection or testing.

16. PERMITTED DAYS AND HOURS OF WORK

No work shall be executed on the Site outside the Working Hours without the prior consent of Edwards and any responsible Authorities.

17. ORDER AND EXECUTION OF WORK

17.1 Subcontractor's Programme

If requested by Edwards, before commencing execution of the Subcontract Works the Subcontractor shall submit the Subcontractor's Programme to Edwards. The Subcontractor's Programme shall conform to the details and the requirements made by Edwards in the Edwards Construction Programme and shall include such items as shop drawings, Approvals and off Site manufacturing activities, lead times, shop testing and the like as well as all on-site activities. The Subcontractor shall make allowance to regularly update the Subcontractor's Programme as required by Edwards.

If requested by the Edwards Representative, the Subcontractor shall provide a written status report and any other relevant information reasonably required by Edwards to the Edwards Representative on a monthly basis.

17.2 Edwards' Construction Programme

The Subcontractor acknowledges and agrees that:

(a) It has carefully perused the Edwards' Construction Programme or proposed programme for the Project; and

(b) It is able to and shall perform its obligations in accordance with any such programme.

17.3 Edwards' Instructions

Edwards is hereby authorised to issue instructions to the Subcontractor in respect of the alteration of the order of execution of the Subcontract Works and of revision and updating alterations to the Subcontractor's Programme. Any such instruction issued by Edwards shall not give rise to any Claim by the Subcontractor for adjustment of the Subcontract Sum where that instruction is issued by reason of the Subcontractor's failure to adhere to the Subcontractor's Programme.

17.4 Acceleration Generally

The Edwards Representative may:

(a) Direct in what order and at what time various stages or parts of the Subcontract Works shall be performed; and/or

(b) Direct the Subcontractor to accelerate the progress of the Subcontract Works and/or to bring forward the Date for Practical Completion by a reasonable period.

If the Edwards Representative gives a direction pursuant to this clause the Subcontractor must immediately comply with that direction and must notify the Edwards Representative in writing if that direction will result in the Subcontractor incurring more cost, together with an estimate of the costs, within 2 days of the direction being given.

If the Subcontractor fails to notify the Edwards Representative strictly in accordance with this clause 17.4, the Subcontractor must comply with the direction and shall be forever barred from making any Claim arising out of or in connection with the Edwards Representative's direction.

If the Subcontractor does notify the Edwards Representative in accordance with this clause 17.4, the Edwards Representative may:

(i) Accept the Subcontractor's estimate of costs; or

(ii) Not accept the Subcontractor's estimate of costs and withdraw the direction; or

(iii) Not accept the Subcontractor's estimate of cost and the Subcontractor may refer any claimed entitlement for resolution under clause 26.

Notwithstanding any other provision in the Subcontract, the Subcontractor shall not be entitled to any claim arising out of or in connection with a direction given pursuant to this clause 17.4, unless:

(c) The Subcontractor achieves the acceleration, order or time required by the direction; and

(d) The need to accelerate the Subcontract Works or any part of them or to change the order or time in which the Subcontract Works shall be performed does not result from any act, breach, omission or default by the Subcontractor (including but not limited to a requirement that the Subcontractor perform the Subcontract Works in accordance with the provisions of the Subcontract).

18. TIME

18.1 Subcontractor To Avoid Delay

(a) The Subcontractor shall constantly use its best endeavours to avoid delay in the progress of the execution of the Subcontract Works and shall do all that may be reasonably required by Edwards to expedite completion of the Subcontract Works, including steps to overcome or minimise the occurrence, extent and effects of any delays or disruptions which may affect the progress of the execution of the Subcontract Works.

(b) Without limiting the generality of clause 18.1(a), the Subcontractor shall, in consultation with Edwards, take positive steps to reschedule, re-programme, expedite and adjust activities, sequences and the carrying out and execution of the Subcontract Works generally so as to accommodate the effects and consequences of delays affecting progress of execution of the Subcontract Works, and where instructed by Edwards, work overtime hours outside and notwithstanding the Working Hours stipulated by this Subcontract.

(c) The obligations of the Subcontractor under this clause 18 shall not be in replacement of but in addition to the Subcontractor's obligations generally under the Subcontract and the Subcontractor shall have no Claim against Edwards arising out of or in connection with its obligations under this clause 18.1.

18.2 Notification Of Delay

(a) The Subcontractor shall notify ("First Notice") Edwards in writing of any delay or likely delay in commencing or executing any part of the Subcontract Works as soon as practicable and in any event within two (2) Business Days of the commencement of the event causing the delay or likely delay.

(b) Within 7 days of the First Notice the Subcontractor shall notify Edwards of:

(i) The details of the event causing the delay;

(ii) The nature of the interference;

(iii) The likely critical activity delayed;

(iv) How the cause of delay impacted or is expected to impact upon the critical activity delayed;

(v) The times and dates of the commencement and cessation of expected cessation of the delay; and

(vi) The measures which the Subcontractor has adopted or proposes to adopt to overcome or minimise the consequences of the cause of delay

which will or may result (collectively the "Second Notice").

The Subcontractor will provide further information in relation to the delay as and when required by Edwards.

(c) If the delay continues for more than 14 days after the giving of the First Notice then the Subcontractor shall, at periods no greater than every ten days after the giving of the First Notice, give Edwards further notices in the format of the Second Notice.

(d) Failure to comply with this clause 18.2 will disentitle the Subcontractor from any Claim whatsoever arising out of or incidental to any delay or likely delay and as between Edwards and the Subcontractor the delay will be deemed not to have occurred.

18.3 Extension Of Time

(a) Subject to clause 18.2, if a delay:

(i) Will cause the Subcontractor to be unable to achieve Practical Completion by the Date for Practical Completion; and

(ii) The delay is caused by:

A. an act, default or omission on the part of Edwards or its consultants or agents;

B. Variation directed by Edwards;

C. suspension of the Subcontract Works or any part of the Subcontract Work, as contemplated by clause 23.4;

D. a change in a Legislative Requirement or variance with Subcontract after the date of this Subcontract, as contemplated by clause 8.3,

E. inclement weather and the effects thereof;

F. an industry-wide industrial dispute affecting not only the Site but also construction sites other than those under the control of the Subcontractor; or

G. the discovery of a Latent Condition in accordance with clause 13.12.

then the Subcontractor must, if it wishes to make any claim for any extension of time, within five (5) Business Days of the commencement of the delay, submit a claim to Edwards for an extension to the Date for Practical Completion. The claim must evidence the facts of the delay (including but not limited to the extent of the delay). Edwards shall, provided the claim is made strictly in accordance with the requirements of this clause 18.3(a), extend the Date for Practical Completion by the number of days by which Edwards reasonably considers the Subcontractor was delayed.

(b) The Subcontractor shall not be entitled to an extension of time if the Subcontract Works are delayed by any cause of delay other than that identified in clause 18.3(a). Failure to comply with the requirements of this clause 18.3 will disentitle the Subcontractor from any Claim whatsoever arising out of or incidental to any delay or likely delay and as between Edwards and the Subcontractor the delay will be deemed not to have occurred.

(c) As a precondition to any entitlement under clause 18, the Subcontractor must take all available measures to minimise any delay or its effect, including rescheduling of any works as directed by Edwards. If circumstances arise where the Subcontractor is entitled to an Extension of Time concurrently for causes one or more of which do not entitle the Subcontractor to an Extension of Time, then for the concurrent period the Subcontractor shall not be entitled to an Extension of Time.

(d) The Subcontractor acknowledges that it bears the risk for all delays to the Subcontract Works other than those in respect of which the Subcontractor is expressly entitled to an Extension of Time under the provisions of this Subcontract.

(e) Notwithstanding any other provision of this Subcontract, Edwards may, at its discretion, at any time (including after the Date for Practical Completion) extend the Date for Practical Completion. The exercise of this power is within the absolute discretion of Edwards and may be exercised solely in the interests of Edwards.

(f) [[**Option 1: Where the Subcontract Works do not require any "Hire Items"**] Notwithstanding that the Date for Practical Completion is extended under clause 18.3, the Subcontractor will not be entitled to any Claim (including but not limited to any monetary claim) in connection with any delay to the Subcontract Works.]

[***Note for Edwards Contract Administrator: The above Option 1 applies to all subcontract agreements apart from agreements made for the following:***

a) craneage, hoisting, and scaffolding; and

b) any other hire contract, as determined in writing by the Principal, in its absolute discretion,

(together "Hire Items").

If the Subcontract is solely for any one or more of these Hire Items, Option 3 will apply. If the Subcontract includes Hire Items with other services, Option 2 applies. Where Option 2 is selected, the definition of "Hire Item" will be inserted into clause

35.1 of the Subcontract as follows "Means a subcontract for the hiring of craneage, hoisting, and scaffolding equipment" updated to reflect any other agreed hire contracts.]

[[**Option 2: Where the Subcontract Works require use of Hire Items, which will be subcontracted by the Subcontractor**] Notwithstanding that the Date for Practical Completion is extended under clause 18.3, the Subcontractor will not be entitled to any Claim (including but not limited to any monetary claim) in connection with any delay to the Subcontract Works, except in respect of a Hire Item, in which case the Subcontractor will be entitled to additional costs associated with the delay or disruption reasonably and necessarily incurred by the Subcontractor in relation to that Hire Item, as assessed by Edwards' Representative being no more than the relevant rates contained in the Subcontract, for each day by which an Extension of Time has been granted.]

[[**Option 3: Where the Subcontract Works consist solely of Hire Items**] The Subcontractor will be entitled to additional costs associated with the delay or disruption reasonably and necessarily incurred by the Subcontractor, as assessed by Edwards' Representative, being no more than the relevant rates contained in the Subcontract, for each day by which an Extension of Time has been granted.]

18.4 Conditions Precedent to Extension

Without limiting any other provision of this Subcontract, it is a condition precedent of the Subcontractor's entitlement to an Extension of Time that:

(a) The cause of the delay was beyond the reasonable control of the Subcontractor;

(b) The Subcontractor must have actually been or have been likely to be delayed by:

(i) Prior to the Date for Practical Completion of the Subcontract Works, a cause described in clause 18.3 in a manner which will prevent it from achieving Practical Completion of the Subcontract Works by the Date for Practical Completion unless the date is extended; or

(ii) After the Date for Practical Completion of the Subcontract Works, a cause described in clause 18.3(a) in a manner which will delay it in achieving Practical Completion of the Subcontract Works; and

(c) The Subcontractor has not been given an instruction under clause 18.5.

The Edwards Representative will reduce any Extension of Time to the Date for Practical Completion it would otherwise have notified to Edwards and the Subcontractor under this clause 18.4 to the extent that the Subcontractor:

(d) Contributed to the delay; or

(e) Failed to take any steps necessary both to preclude the cause of the delay and to avoid or minimise the consequences of the delay.

18.5 Instruction to Accelerate to Overcome Delay

If the Subcontractor gives the Edwards Representative a notice pursuant to clause 18.2, the Edwards Representative may:

(a) Direct the Subcontractor to accelerate the Subcontract Works by taking those measures which are necessary to overcome or minimise the extent and effects of some or all of the delay, including, if required, in order to achieve Practical Completion of the Subcontract Works by the Date for Practical Completion; and

(b) Give such direction whether or not the cause of the delay for which the Subcontractor has given its claim under clause 18.3 otherwise entitles the Subcontractor to an Extension of Time to the Date for Practical Completion.

18.6 Acceleration

If the Edwards Representative gives a direction to the Subcontractor under clause 18.5:

(a) The Subcontractor must accelerate the Subcontract Works to overcome or minimise the extent and effect of some or all of the delays, including if required, rescheduling the Subcontract Works in order to achieve Practical Completion by the Date for Practical Completion;

(b) If the Subcontractor would, but for the direction, have been entitled to an Extension of Time to the Date for Practical Completion for the cause of the delay, then the Subcontractor will be entitled to be paid the extra costs reasonably incurred by it and directly attributable to accelerating the Subcontract Works, such amount will not exceed the amount in Schedule 1, Item 21;

(c) The Subcontractor shall not be entitled to any Claim arising out of or in connection with the cause of delay and the direction other than for the amount which is payable by Edwards pursuant to clause 18.6(b).

18.7 Edwards' Rights to Liquidated Damages Not Affected

Edwards' rights to liquidated damages for a failure by the Subcontractor to achieve Practical Completion of the Subcontract Works by the Date for Practical Completion are not affected by the Edwards Representative giving a direction to accelerate under clause 18.5.

18.8 Liquidated Damages

If the Subcontractor fails to bring the Subcontract Works to Practical Completion by the Date for Practical Completion of the Subcontract Works then subject to the provisions of this Subcontract:

(a) The Subcontractor shall pay or allow by way of liquidated damages the amount stated in Item 14 of Schedule 1 for each day after the Date for Practical Completion up to and including the Date of Practical Completion; and

(b) If that failure results in Edwards becoming liable to any party for damages whatsoever and/or results in any party deducting damages (including but not limited to liquidated damages) from Edwards, then the Subcontractor, in addition to its obligations under (a) above, indemnifies Edwards from and against all such damages which may be recovered by Edwards as a debt due to Edwards by the Subcontractor.

The Subcontractor acknowledges and agrees that the liquidated damages referred to in this clause do not include any allowances for, and do not preclude Edwards from making any claim for damages (including but not limited to any claim for general damages) in respect of any breach by the Subcontractor or loss, expense or damage that may be suffered or incurred by Edwards.

18.9 Practical Completion

When Edwards is satisfied that Practical Completion has been achieved it is to issue to the Subcontractor a notice to that effect.

18.10 Suspension

Without limiting the Subcontractor's rights under the SOP Act, the Subcontractor must not suspend the progress of the whole or any part of Subcontract Works except where directed by Edwards Representative under clause 23.4.

19. DEFECTS

19.1 Edwards' Instruction To Rectify

If any Defects become apparent after Practical Completion and prior to the expiration of the Defects Liability Period, then Edwards may issue an instruction to the Subcontractor setting out the Defects and a time within which the Subcontractor must complete the making good of those Defects, being:

(a) for any Defects relating to the RFW Works – within 24 hours of the Edwards' instruction;

(b) for any Defects related to the services, control room and related critical operations – within 24 hours of the Edwards' instruction; and

(c) for all other Defects – within 72 hours of the Edwards' instruction or as otherwise instructed by Edwards, acting reasonably.

Without limitation, Edwards may direct the Subcontractor to remove material from the Site, demolish the work, reconstruct, replace or correct the material or work; or not deliver the material or work to the Site.

19.2 Obligation To Rectify

(a) The Subcontractor shall complete the making good of all defects notified by Edwards under clause 19.1 within the time specified by Edwards. If the Defect is not made good within the time stipulated, Edwards may have the Defect made good by others at the Subcontractor's cost. Edwards may deduct the cost of engaging others to make good the Defect from any amounts owing to the Subcontractor.

(b) All defects, whether due to materials and/or workmanship not being in accordance with this Subcontract, shall be made good by the Subcontractor at no cost to Edwards.

(c) The Subcontractor must give Edwards notice in writing when, in the Subcontractor's opinion, all defects referred to in the instruction issued under clause 19.1 have been made good. Edwards may give the Subcontractor notice in writing of any Defects (if any) which remain to be made good and the further time within which the Defects must be made good.

(d) Notwithstanding any other provision in this clause 19, Edwards may instruct the Subcontractor not to make good any defective work or do any work not done in accordance with the Subcontract or direct a Variation to overcome the Defect. The amount of the adjustment shall be as determined by Edwards.

(e) Without limiting any right of Edwards or the Subcontractor's liability under clause 10.8, the Subcontractor shall fully indemnify Edwards against any cost, loss or damage suffered or incurred by Edwards arising out of or in connection with any defective work.

19.3 Extension of Defects Liability Period

Edwards may, at its absolute discretion, at any time prior to the expiry of the Defects Liability Period, extend the Defects Liability Period including but not limited to if a Defect is rectified during the Defects Liability Period, in which case the Defects Liability Period shall be extended so that it continues for the period set out in Item 5 of Schedule 1 from the time that the Defect was rectified (to the satisfaction of Edwards) during the Defects Liability Period.

19.4 Time and Manner for Subcontractor to Carry Out Rectification of Subcontract Works

If it is necessary for the Subcontractor to carry out rectification, the Subcontractor must do so at times and in a manner which causes as little inconvenience as is reasonably possible to the occupants.

20. VARIATIONS

20.1 Variation Instruction

Edwards may vary the Subcontract Works and the Subcontractor shall carry out any Variations so instructed. The Subcontractor shall not be entitled to claim payment for any Variation not authorised in writing by Edwards.

20.2 Variation Quotation

(a) Edwards, at any time, may request the Subcontractor to price a proposed Variation, giving the Subcontractor details of the proposed Variation with the request. Within [four (4)] Business Days after receipt of the request (or within such further period as Edwards allows in its absolute discretion upon request by the Subcontractor), the Subcontractor shall submit to Edwards a price for each proposed Variation giving full details of quantities and proposed rates and details of how the proposed Variation may affect its other obligations under this Subcontract.

(b) In response to the quotation Edwards may:

(i) Require the Subcontractor to carry out the Variation on the terms of the quotation; or

(ii) Decline to proceed with the Variation; or

(iii) Reject the quotation and require the Subcontractor to carry out the Variation, in which case the Variation shall be valued and any extension of time dealt with under the terms of the Subcontract.

20.3 Subcontractor Initiated Variation

(a) Where the Subcontractor considers particular work it has to execute to comply with an instruction from Edwards will constitute or involve a Variation and Edwards has not issued an instruction identified to be a variation instruction in relation to that particular work, then the Subcontractor must make a formal request in writing to Edwards for a Variation instruction. Unless such request is made by the Subcontractor within five (5) days after receipt of the instruction and in any event prior to the commencement by the Subcontractor of the execution of that particular work, then the Subcontractor shall not be entitled to any cost or time adjustment for that particular work.

(b) If the Edwards Representative does not provide the confirmation referred to in clause 20.3(a) within 7 days of the Subcontractor notifying the Edwards Representative that the Subcontractor considers a direction to be a variation, the direction shall be deemed not to be a variation and the Subcontractor must execute the work which was the subject of the direction, but may refer any claimed entitlement for resolution under clause 26.

(c) The Subcontractor will provide to Edwards on request and within the time specified by Edwards, such information which Edwards considers necessary to enable Edwards to reach a decision. Edwards will notify the Subcontractor whether it believes that a Variation is involved. Where a Variation is to be instructed, Edwards and the Subcontractor shall endeavour to agree upon the price of the proposed Variation prior to the issue of a Variation instruction by Edwards.

20.4 Valuation Of Variation

(a) The agreed price of any Variation shall be added to or deducted from the Subcontract Sum. If the parties have not agreed upon a price prior to the commencement of any work comprising a Variation then either:

(i) Edwards will, acting reasonably, determine the value of the Variation and if Edwards so elects the schedule of rates or bill of quantities submitted by the

Subcontractor at the time of tender shall be used to value the variation regardless of the extent of work to which the rate applies. Edwards may elect to apply those rates except to the extent that Edwards, acting reasonably, determines that particular rates cannot be applied; or

(ii) At Edwards' option, Edwards may have the Variation carried out by another person, in which case the Subcontractor will allow free access to such person and their employees as required.

(b) The Edwards Representative may issue a written instruction to the Subcontractor to carry out the Variation work as daywork. Upon the receipt of written notice from the Edwards Representative that the instructed daywork does not form part of the original Subcontract Works, the Subcontractor shall be entitled to the following costs which are reasonable, are actually incurred and for which records are kept and dockets are signed by an authorised representative of Edwards each day:

(i) Hours worked;

(ii) Hire charges of construction plant or equipment; and

(iii) Amounts properly paid or payable to suppliers and sub-subcontractors where relevant.

The signing of day-work dockets by the Edwards Representative will not itself constitute a variation instruction. Edwards reserves the right to reject variations based on signed day-work sheets.

The Subcontractor will have no entitlement to any Claim arising from an instruction to carry out Variation work as day-work, except as provided by this clause 20.4(b).

20.5 Omission Of Subcontract Works

(a) Edwards may by variation omit any part of the Subcontract Works for any purpose including for the purpose of having the omitted work performed by another contractor. Unless the parties agree upon the price of the Variation, the deduction to be made to the Subcontract Sum as a result of the Variation will be determined by Edwards.

(b) Where Edwards instructs a Variation to omit any part of the Subcontract Works and that Variation will or is likely to result in a reduction in the time required by the Subcontractor to carry out the Subcontract Works, then Edwards may, by written notice to the Subcontractor, bring forward the Date for Practical Completion of the Subcontract Works by the number of days by which Edwards reasonably considers the Variation will reduce the time required to complete the Subcontract Works.

20.6 Variations After Practical Completion

If Edwards requires additional works to be carried out by the Subcontractor during the Defects Liability Period, Edwards will instruct the Subcontractor, in writing, to carry out such additional works. If the Subcontractor carries out the additional works they shall be carried out under, and pursuant to, the terms and conditions of this Subcontract, unless otherwise instructed in writing by Edwards.

The Subcontractor shall not be entitled to a Claim arising out of or in connection with a Variation other than as expressly provided in this clause. No Variation shall be invalid or constitute a repudiation of the Subcontract on the ground of the extent of work required or deleted by the Variation.

The Subcontractor acknowledges and agrees that:

(a) Detailed Design Documents for the work under this Subcontract may be incomplete at the date of the Subcontract;

(b) Edwards may provide detailed Design Documents progressively to the Subcontractor after the date of this Subcontract; and

(c) It has made adequate allowance in the Subcontract Sum for the costs it may incur as a result of being provided with detailed Design Documents after the date of this Subcontract.

The Subcontractor shall comply with those detailed Design Documents in performing the Subcontract Works under this Subcontract and shall not be entitled to a Claim arising out of or in connection with the detailed Design Documents provided:

(d) The further detail Design Documents are generally consistent with the design disclosed in any Design Documents provided by Edwards and are limited to standard construction detailing; and

(e) The further detailed Design Documents are provided to the Subcontractor prior to a date to which Edwards, acting reasonably, has agreed.

20.7 Provisional Sums

A provisional sum included in the Subcontract shall not itself be payable by Edwards, but where the work or item to which the provisional sum relates is carried out or supplied by the Subcontractor pursuant to an instruction of Edwards, the work or item shall be priced by the Edwards Representative and the difference shall be added to or deducted from the Subcontract Sum.

Where any part of such work or item is carried out or supplied by a sub-subcontractor, the Edwards Representative shall allow the amount payable by the Subcontractor to the sub-subcontractor for the work or item disregarding:

(a) Any damages payable by the Subcontractor to the sub-subcontractor or vice versa; and

(b) Any deduction of cash discount for prompt payment.

21. PAYMENT AND ADJUSTMENT OF THE SUBCONTRACT SUM

21.1 Consideration

(a) In consideration for the Subcontract Works Edwards shall pay the Subcontractor the Subcontract Sum and any additions or deductions which may be required to be made under the Subcontract. The Subcontract Sum shall not be subject to adjustment for rise and fall in costs.

(b) This Subcontract is either a Schedule of Rates or Lump Sum contract as specified in Item 9 of Schedule 1. Where this Subcontract is a Schedule of Rates contract, payment shall be made in accordance with that Schedule of Rates.

21.2 Progress Payment Claims

The Subcontractor may submit Progress Payment Claims at the times and addresses specified in Item 12 of Schedule 1.

With each Progress Payment Claim, the Contractor shall:

(a) Deliver to the Edwards Representative a statement signed by the Subcontractor (or if a corporation a director or secretary) in the form set out in Schedule 4;

(b) Deliver to the Edwards Representative a statement signed by the Subcontractor (or if a corporation, a director or secretary), that:

(i) No monies are due and owing by the Subcontractor in respect of the Subcontract Works as at the date of the statement;

(ii) All statutory and award or workplace agreement obligations of the Subcontractor under this Subcontract have been complied with as at the date of the statement; and

(iii) All title to any unfixed materials on or adjacent to the Subcontract Works shall be passed to Edwards immediately upon presentation of the Progress Payment Claim and that no other lien exists over the title to those materials; and

(c) Provide a written statement that the Subcontractor's obligations regarding employees' entitlements have been fulfilled with regard to the items listed in Schedule 4 and also

(d) Provide copies of any other documents required by Edwards as set out in Schedule 4, or, if required by Edwards, provide further information reasonably necessary for Edwards to substantiate or assess the Subcontractor's Progress Payment Claims.

In addition to the above requirements, the Subcontractor shall, prior to submission of the Final Claim, provide to Edwards executed copies of warranties as required by clause 3.8.

21.3 Payment

(a) The Edwards Representative shall within ten (10) Business Days of receipt of the Progress Payment Claim advise the Subcontractor in writing if its determination of the value of the work done differs from that claimed by the Subcontractor and/or if it proposes to make any deduction or set off and its reasons therefore.

(b) Within the time stated in Item 13 of Schedule 1 after the Edwards Representative has received a Progress Payment Claim in accordance with clause 21.2, Edwards shall pay to the Subcontractor the amount assessed by the Edwards Representative as the value of work done less:

(i) The value of Subcontract Works included in previous Progress Payment Claims; and

(ii) Any deductions which the Edwards Representative is or may be entitled to set off or deduct under the Subcontract.

21.4 Goods And Services Tax ("GST")

(a) In this clause, the expressions "adjustment note", "consideration", "GST", "input tax credit", "supply", "tax invoice", "receipt" and "taxable supply" have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999*.

(b) Unless otherwise expressly stated in Item 9 of Schedule 1, all prices or other sums payable or consideration to be provided under this Subcontract are exclusive of GST.

(c) Despite any other provision in this Subcontract, if GST is payable by a supplier under this Subcontract, the recipient must pay to the supplier an amount equal to the GST payable on the supply by the supplier. Subject to the receipt of a valid tax invoice, that amount will be paid at the same time that the consideration for the supply is to be provided under this Subcontract and will be provided in addition to the consideration expressed elsewhere in this Subcontract. If the recipient has, in its sole discretion, relieved the supplier from its obligations under this clause, the supplier shall provide to the recipient with its progress claim a tax invoice in respect of the supply.

(d) The recipient must pay the amount referred to in clause 21.4(c) in addition to and at the same time as payment for the taxable supply is required to be made under this Subcontract.

(e) If this Subcontract requires a party to reimburse any other party for any expense, loss or outgoing ("reimbursable expense") incurred by another party, the amount required to be reimbursed by the first party will be the sum of:

(i) The amount of reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and

(ii) If the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply and, for the avoidance of doubt, if the supply is a taxable supply clause 21.4(c) will apply.

(f) If a GST inclusive price is charged or varied under this Subcontract, the supplier must provide the recipient of the supply a valid tax invoice or adjustment note at or before the time of payment or variation.

(g) If the amount of GST paid or payable by the supplier on any supply made under this Subcontract differs from the amount of GST paid by the recipient, because the Commissioner of Taxation lawfully adjust the value of the taxable supply for the purpose of calculating GST or for any other reason, then the amount of GST paid by the recipient will be adjusted accordingly by a further payment by the recipient to the supplier or the supplier to the recipient as the case requires.

(h) Edwards is authorised to withhold from payments to the Subcontractor, a sub-supplier, a subcontractor or worker, such amounts as are required under the Pay As You Go (PAYG) system.

(i) Within 7 days of the date of this Subcontract, the Subcontractor shall complete and submit to Edwards an Agreement to Issue Recipient Created Tax Invoices in the form included in Schedule 1.

(j) The Subcontractor must provide notice to Edwards of its entitlement (or not) to claim input tax credits in respect of premiums paid for relevant insurances under this Subcontract as soon as practicable after the date of this Subcontract.

21.5 Payment Of Off-Site/Unfixed Plant And Material

The Subcontractor is not entitled to any payment for materials yet to be incorporated in the Subcontract Works or the Project (for the purpose of this clause 21.5 "the goods") except where subject to the Edwards Representative's sole discretion, the Subcontractor shall:

(a) Lodge with the Edwards Representative, as directed by the Edwards Representative, security in the form of an unconditional bank guarantee or other unconditional undertaking approved by Edwards, in an amount equal to the full value of the goods. The bank guarantee or other undertaking shall be released upon incorporation of the goods into the Subcontract Works or the Project;

(b) Provide a full description and details of the quantity and value of the materials, together with confirmation that the goods are as specified for use in the Subcontract Works;

(c) Provide the address and details of the premises where the goods are to be stored, and shall ensure that the goods are separate and clearly labelled as being destined for the Subcontract Works, and being the property of Edwards;

(d) Provide evidence of all risks insurance cover, which shall include the interests of Edwards and be for the full value of the goods;

(e) Provide a written statement in a format acceptable to the Edwards Representative giving an undertaking that the goods will not be removed from the store, other than for delivery to the Site, without express written permission of the Edwards Representative, and confirming that, upon payment by Edwards for the goods, they will become the unencumbered property of Edwards, whose representatives will be authorised to remove them at any time from the premises where they are stored. If the materials are at other than the Subcontractor's premises, then the Subcontractor must provide an unconditional written statement from the owner of the premises, confirming Edwards's sole ownership rights over the goods; and

(f) Arrange for an inspection of the goods to be carried out by a representative of Edwards.

21.6 Effect Of Payment Of Subcontract Sum

Payment of monies shall not be evidence of the value of work or an admission of liability that the work has been carried out satisfactorily or a waiver of any right or action which Edwards may have at any time against the Subcontractor but shall be a payment on account only.

21.7 Conditions Precedent

Notwithstanding any other term of this Subcontract, the Subcontractor shall not be entitled to any payment under this Subcontract until five (5) Business Days after it has satisfied the conditions precedent to payment as listed in Schedule 8.

21.8 Right Of Set Off

Without limiting Edwards's rights under this Subcontract, Edwards may deduct from any money due to the Subcontractor any money due from the Subcontractor to Edwards whether under or in connection with this Subcontract or otherwise and if those monies are insufficient then Edwards may have recourse to the Security and retention under the Subcontract. Nothing in this clause 21.8 shall affect the right of Edwards to recover from the Subcontractor the whole or any balance that remains owing after deduction.

21.9 Final Completion

(a) The Subcontractor must, within fourteen (14) days of the issue of a notice of Practical Completion in accordance with clause 18.9, submit to Edwards a final claim in the form set out in Schedule 5 ("Final Claim") of all the Subcontractor's Claims against Edwards whether under or in connection with the Subcontract or otherwise. The Final Claim shall be based on and not differ substantially from the Draft Final Claim submitted by the Subcontractor.

(b) Within ten (10) Business Days of receipt of the Final Claim by Edwards, Edwards will determine the Final Subcontract Sum.

(c) Prior to, and as a condition precedent of, the release of the balance of the Security in accordance with clause 4.4, the Subcontractor must execute and hand to Edwards a Deed of Release in a form acceptable to Edwards.

(d) Any further Claims which the Subcontractor may have which are not included in the Final Claim, under or arising out of or in connection with the Subcontract (other than any Claim for the return of the Security or retention held under clause 4 in accordance with the terms of this Subcontract) shall be absolutely barred and forever released and discharged. Nothing in this clause 21.9 will affect the Subcontractor's liabilities or obligations to Edwards.

(e) Without limiting the foregoing, the Subcontractor will remain liable to Edwards for breach of this Subcontract or for negligence or breach of any statute, until the expiry of any applicable statutory limitation period.

22. DELIVERY OF DOCUMENTS, WARRANTIES AND THE LIKE

22.1 Delivery Of Warranties

(a) Prior to, and as a condition precedent to, the practical completion of the Subcontract Works, the Subcontractor shall procure any warranties required by Edwards in terms of clause 3.7 of the Subcontract.

(b) All warranty periods shall commence from the Date of Practical Completion of the Subcontract Works and remain in force for the periods specified and failing the same for a period of twelve (12) calendar months.

22.2 As-Built Drawings

(a) In addition to clause 22.1 above, to achieve Practical Completion of the Subcontract Works the Subcontractor shall deliver to the Edwards Representative one (1) complete set of hard copies and one (1) complete set of electronic copies of all plans, specifications, operation and maintenance manuals necessary to enable the use, operation and maintenance of the Subcontract Works together with all warranties to be provided by the Subcontractor, all notices and certificates required to be obtained by the Subcontractor in relation to the Subcontract Works and any other documents as required by Edwards, or this Subcontract. The Subcontractor shall not be entitled to receive final payment or Security or retention monies referred to in clause 4 until such time as the requirements of this clause have been satisfied.

(b) The written guarantees shall state that workmanship, materials and installation are guaranteed for the period as specified (or if no period is specified, for a period of twelve (12) calendar months) from the particular commencing date as specified, (or if no date is specified, from the Date of Practical Completion) and that any defect which may arise during the guarantee period shall be made good and any work in other trades resulting from such making good shall be undertaken at the expense of the guarantor, upon written notice from the Edwards Representative for the carrying out of such making good and the undertaking of any such work in other trades. Any such guarantees will not be enforced if the relevant part of the Subcontract Works be damaged by Defects in the works in which case the responsibility for replacement will rest entirely with the Subcontractor.

(c) Edwards shall not be obliged to produce or release any guarantees referred to in the Subcontract, to pay the amount referred to in the Subcontract or release the retention or any Security held by Edwards in accordance with the Subcontract unless and until the requirements of this clause 22 have been complied with.

(d) Any obligations of the Subcontractor arising under any warranty or guarantee shall be in addition to and not in substitution for obligations owed by the Subcontractor under the Subcontract.

23. DEFAULT

23.1 Default by Subcontractor

If the Subcontractor:

(a) Has or becomes, or there is reason to anticipate that it may have or become or:

(i) There is reason to anticipate it may become an "externally administered body corporate" or to which a "controller of the company's property or part of its property" is or may be appointed, as those terms are defined in Section 9 of the *Corporations Act*;

(ii) Communications with creditors with a view to entering into, or enters into, any form of compromise or arrangement with its creditors;

(iii) An order is made or resolution passed for its winding up (except for the purpose of reconstruction or amalgamation with the consent of the other which consent may not be unreasonably withheld);

(iv) An order is made for the appointment of a liquidator or provisional liquidator;

(v) It makes an assignment for the benefit of or enters into any arrangement or composition with its creditors or an administrator is appointed to it or it is unable to pay its debts within the meaning of Legislative Requirements (including but not limited to the Corporations Act);

(vi) As a result of the operation of section 459F(1) of the Corporations Act, it is taken to have failed to comply with a statutory demand; or

(vii) A receiver, manager or receiver and manager or controller (as defined in the Corporations Act) is appointed in respect of any of its business assets or undertaking.

(b) Commits a breach of this Subcontract which is not remedied to the reasonable satisfaction of the Edwards Representative within seven (7) days following receipt of a written notice of the breach by the Subcontractor; or

(c) Without limiting (b), does not remedy to the reasonable satisfaction of the Edwards Representative within seven (7) days following receipt of a written notice of any of the following matters:

(i) Suspension of the Subcontract Works or any part of the Subcontract Works before Practical Completion; or

(ii) Failure by the Subcontractor to commence or proceed with the Subcontract Works with reasonable diligence or in a competent manner; or

(iii) Failure by the Subcontractor to provide security as required by clause 5;

(iv) Failure by the Subcontractor to effect, have in place or otherwise maintain or provide evidence of, insurance as required by clause 10;

(v) Failure by the Subcontractor to comply with a notice from the Edwards Representative requiring the Subcontractor to remove and replace defective work or improper materials; or

(vi) failure by the Subcontractor to satisfy the Edwards Representative that any of the Subcontractor's employees entitlements have been met or suppliers or subcontractors' accounts paid; or

(vii) any false, misleading or deceptive conduct alleged by Edwards including, but not limited to, any wrongful details supplied by the Subcontractor;

Then Edwards may by notice in writing:

(d) Terminate this Subcontract; or

(e) Take out of the Subcontractor's hands the whole or part of the Subcontract Work remaining to be completed and suspend payment until it becomes due and payable pursuant to clause 23.3.

The exercise of either right by Edwards shall not prejudice any right of Edwards accruing prior to or as a consequence of the termination including, but not limited to, any right to recover damages from the Subcontractor for any breach of this Subcontract.

23.2 Rights Of Edwards

If Edwards exercises any right under clause 23.1 or if the Subcontractor repudiates the Subcontract and Edwards otherwise terminates the Subcontract:

(a) Edwards will:

(i) be entitled to employ and pay other persons whether in the employment of the Subcontractor or not to carry out and complete the Subcontract Works and Edwards or any of such other persons may, without payment of compensation to the Subcontractor, take possession of the Subcontractor's constructional plant and other things on or in the vicinity of the Site as are owned by the Subcontractor and are required to complete the Subcontract Works. On completion of the Subcontract Works, the Subcontractor shall, as and when requested by Edwards, remove construction plant and other things from the Site;

(ii) be entitled to require the Subcontractor to novate to Edwards or Edwards' nominee, any or all subcontracts between the Subcontractor and its sub-subcontractors as required by Edwards;

(iii) not be obliged to make any further payments to the Subcontractor, including any money the subject of a payment claim under clause 21.2 or a payment statement under clause 21.3; and

(iv) be entitled to recover from the Subcontractor any costs, losses or damages incurred or suffered by it as a result of, or arising out of, or in any way in connection with, such termination; and

(b) the Subcontractor must immediately hand over to Edwards all copies of:

(i) documents provided by Edwards and any Edwards' Design Documents; and

(ii) Design Documents prepared by the Subcontractor to the date of termination (whether complete or not).

23.3 Adjustment Of Subcontract Sum

When the Subcontract Works referred to in clause 23.2 have been completed, Edwards shall assess the cost thereby incurred and shall notify the Subcontractor of any moneys due and payable to or by the Subcontractor calculated as the difference between that cost incurred and the amount which would otherwise have been paid to the Subcontractor had the Subcontractor completed those Subcontract Works.

23.4 Suspension Of The Subcontract Works

(a) Should Edwards desire to suspend the whole or any part of the Subcontract Works, Edwards shall notify the Subcontractor by a notice in writing ("Edwards' Notice"). Edwards' Notice must contain a statement of the date of commencement of the suspension and the likely period and extent of the proposed suspension.

(b) Upon receipt of the Edwards' Notice, the Subcontractor shall cease the whole or that part of the Subcontract Works which is the subject of the Edwards' Notice on the date of receipt of the Edwards' Notice or such later date as may be specified in the Edwards' Notice and take all necessary action to properly protect and secure the Subcontract Works.

(c) Edwards shall only be liable to pay the cost of the suspended work, actually performed up to and including the date on which the work was suspended in Edwards' Notice and, provided the cause of the suspension was beyond the reasonable control of the Subcontractor, the proven cost of any additional work required by the Edwards' Notice (if any). Edwards shall not be liable for any loss of profits, or any costs incurred after receipt by the Subcontractor of the Edwards' Notice, except, provided the cause of the suspension was beyond the reasonable control of the Subcontractor, costs incurred at the written request of Edwards.

(d) Edwards may at any time by written notice, direct the Subcontractor to recommence the Subcontract Works and the Subcontractor will promptly do so in accordance with Edwards' instruction.

(e) The Subcontractor shall comply with any additional work required by the Edwards' Notice (if any), and, subject to clause 23.5(c) the Subcontractor will bear the costs of any such additional work.

24. TERMINATION FOR CONVENIENCE

(a) Without prejudice to any of Edwards' other rights or entitlements under this Subcontract, Edwards may, at any time, for its sole convenience, terminate the engagement of the Subcontractor under this Subcontract, by written notice to the Subcontractor.

(b) If Edwards terminates the engagement of the Subcontractor under clause 24(a) then the Subcontractor shall be entitled to payment of the following amounts as reasonably terminated by Edwards:

(i) The Subcontract value of all work carried out in accordance with the Subcontract to the date of termination (less any amounts already paid to the Subcontractor in respect of that work and any amount Edwards is or may be entitled to deduct or set off);

(ii) The cost of materials reasonably ordered by the Subcontractor for incorporation in the Subcontract Works, which the Subcontractor is legally liable to accept, but only if the materials become the property of Edwards upon payment; And

(iii) At the sole discretion of Edwards, any other sum.

(c) The Subcontractor's entitlement to payment under this clause 24 will be full and final consideration for the termination and the Subcontractor will not be entitled to make any Claim, counter Claims, or initiate any proceedings, under or in connection with this Subcontract, whether at law, under statue or otherwise, other than in respect of the amount to which the Subcontractor is entitled under this Subcontract.

(d) For the avoidance of doubt, Edwards shall be entitled to engage others to perform the whole or any part of the work remaining to be completed under the Subcontract, following termination under this clause 24.

(e) Upon termination of the Subcontract pursuant to clause 24(a):

(i) the carrying out of the Subcontract Works must cease from the time and date specified in the notice under clause 24(a), or if no time and date is stated, within 10 Business Days of receipt by the Subcontractor of the notice;

(ii) Edwards, in its absolute discretion, may complete the carrying out of the Subcontract Works by itself or engage other contractors to carry out the uncompleted Subcontract Works; and

(iii) the Subcontractor must immediately hand over to Edwards all copies of:

A. documents provided by Edwards including any Edwards's Design Documents; and

B. Design Documents prepared by the Subcontractor to the date of termination (whether complete or not).

(f) As a condition precedent to any entitlement to payment under clause 24(b) the Subcontractor must hand over to Edwards the originals of any documents provided by Edwards.

24.2 Transfer of information following termination

Following termination of the Subcontract in accordance with this clause 24, the Contractor's Representative must:

(a) meet with Edwards's Representative and such other persons nominated by Edwards; and

(b) provide any documentation reasonably required by Edwards's Representative,

with a view to ensuring, among other things, that Edwards or the person nominated by Edwards has sufficient information to enable Edwards or the person nominated by Edwards to complete the Works including, where any Subcontractors are to be novated under clause 24.2, details of any amounts remaining payable to those Subcontractors and any disputes with Subcontractors regarding amounts payable.

24.3 Novation of Subcontractors

When directed by Edwards or the Principal following termination of Edwards' contract with the Principal for any reason, the Subcontractor, without being entitled to compensation, must promptly execute a deed of novation in the form attached at Schedule 12, such deed being between the Principal (or another contractor nominated by the Principal), Edwards and the Subcontractor.

24.4 Power of Attorney

For the purpose of a novation under clause 24.2, the Contractor irrevocably appoints the Owner, or its nominee to act as its attorney to execute all documents and take all necessary steps to give effect to any such novation.

24.5 Survival

This clause 24 will survive the termination of the Contract by Edwards under this clause 24.

25. NOTIFICATION OF CLAIMS

Edwards will not be liable upon any Claim by the Subcontractor and the Subcontractor shall be absolutely barred in respect of any Claim unless the Claim, together with full particulars of the Claim, is lodged in writing with Edwards within fourteen (14) days after the date of the event or circumstance on which the Claim is based first occurring. The Subcontractor agrees that Edwards may not by conduct, representations (whether written or oral or implied) or otherwise be estopped or waive its rights under this clause 25. This clause 25 shall not apply to any Claim, including a Claim for payment (except for Claims which would, other than for this Subclause, have been included in the Final Claim), the communication of which is required by another provision of the Subcontract.

26. DISPUTE RESOLUTION

26.1 Initial Dispute Resolution

(a) If a dispute arises out of or in relation to this Subcontract (including but not limited to any dispute as to breach or termination of the Subcontract or as to any Claim) ("Dispute") a party to the Subcontract may not commence any Court proceedings relating to the Dispute unless it has complied with clauses 26.1(b) to 26.1(m) except where the party seeks urgent interlocutory relief. Notwithstanding the existence of a dispute or difference, the Subcontractor shall continue to perform its obligations under the Subcontract.

(b) If the Subcontractor disputes a direction or instruction given pursuant to the Subcontract then the Subcontractor shall serve Edwards with a notice of dispute which complies with clause 26.1(a), within five (5) days of the direction being given. If the Subcontractor fails to serve a notice of dispute regarding a direction strictly in accordance with this clause 26.1(b), the Subcontractor shall be forever barred from disputing Edwards' direction.

(c) A party to this Subcontract claiming that a Dispute has arisen under or in relation to this Subcontract must give written notice to the other party to this Subcontract specifying and sufficiently identifying the nature of the Dispute.

(d) Within 7 days of receipt of that notice by the other party, representatives of the parties to the Subcontract shall meet at least once to resolve the Dispute by negotiation.

(e) If the parties to the Subcontract cannot resolve the Dispute by negotiation, they shall resolve the Dispute by way of expert determination.

(f) If the Parties do not agree within seven (7) days of the meeting referred to in clause 26.1(d) (or such further period as agreed by them) as to the expert to be engaged to make a determination on the dispute, the expert will be nominated (on the application of either party) by the Chair of the New South Wales Chapter of the Institute of Arbitrators and Mediators Australia. That person must not nominate:

(i) an employee of Edwards or the Subcontractor;

(ii) a person who has been connected with the Subcontract Works or this Subcontract; or

(iii) a person upon whom Edwards and the Subcontractor have not been able to agree.

(g) When the person to be the expert has been agreed or nominated in accordance with clause 26.1(f), the parties must jointly engage the expert and conduct the expert determination in accordance with the Institute of Arbitrators and Mediators Australia Expert Determination Rules in force as at the date of this document.

(h) Edwards and Subcontractor must share equally the fees and out-of-pocket expenses of the expert for the determination, and bear their own costs.

(i) The parties agree that if:

(i) the amount disputed between the parties and referred to the expert for determination is less than $250,000; or

(ii) the relevant amount exceeds the threshold stated in paragraph (i) above and neither party gives notice rejecting the expert's determination in accordance with clause 26.1(k) below,

then to the extent permitted by law, the expert's determination will be final and binding on the parties to settle the dispute, but shall not set a precedent for any past, present or future claim or dispute.

(j) The parties agree that a purported determination by the expert will be a determination for the purposes of clause 26.1(i) even if it contains an error of fact or an error of law.

(k) Subject to clause 26.1(i) the parties may within 30 Business Days of receiving the expert's determination, provide written notice to the other and to the expert of the acceptance or rejection of the expert's determination.

(l) Subject to clause 26.1(i) if:

(i) both parties provide a notice in accordance with clause 26.1(k) accepting the expert's determination;

(ii) both parties fail to provide a notice in accordance with clause 26.1(k); or

(iii) one party provides a notice in accordance with clause 26.1(k) accepting the expert's determination and the other party fails to provide a notice in accordance with clause 26.1(k),

then the expert's determination will be binding on both parties.

(m) If the expert's determination is rejected in accordance with clause 26.1(k) then either party may commence litigation.

This clause 26.1 will survive the termination of the Contract by Edwards under this clause 26.1.

26.2 Security for Dispute

The Subcontractor shall not commence any Court proceedings until it has deposited to the trust account of Edwards' solicitor, as security for the costs, an amount equal 10% of the amount claimed in the proceedings or $10,000.00, whichever is the greater amount. The sum so

deposited shall be dealt with in accordance with any agreement of the parties, or in default of agreement, the order of the Court.

27. INDUSTRIAL RELATIONS

Without limiting any other provision of this subcontract, the Subcontractor shall comply with all Legislative Requirements pertaining to industrial relations as set out in Schedule 7.

28. NOTICES

(a) Any notice or document other than those referred to in clause 28(b) shall be served via Aconex and shall be deemed to have been given and received at the time recorded in Aconex as being the time at which the notice was sent.

(b) Any notice or document relating directly or indirectly to any Claim, notification of delay, or extension of time shall be served via Aconex, however a copy of the communication sent via Aconex must also be printed and served by hand, post or facsimile only. Such a notice or document shall be deemed to have been given and received on the latter date of:

(i) the time recorded in Aconex as being the time at which the notice was sent; and

(ii) in relation to the copy:

A. Actual receipt;

B. Confirmation of correct transmission of facsimile; or

C. Three (3) Business Days after posting.

And provided where faxed as (B) above or posted as (C) above, it is to the correct address in the Subcontract, or the address last communicated in writing to the person giving the notice.

29. GOVERNING LAW

This Subcontract is subject to and is to be construed in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

30. ENTIRE AGREEMENT

The Subcontract constitutes the entire agreement between the parties about the subject matter and supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

31. PRIOR WORK

Work performed and services provided by the Subcontractor before the date of the Subcontract are taken to be part of the Subcontract Works. All amounts paid by Edwards to the Subcontractor before the date of the Subcontract in relation to the Subcontract Works are taken to be on account of amounts payable under the Subcontract.

32. WAIVER

Any failure or delay on the part of Edwards to exercise any of its rights or obligations under the Subcontract shall not be construed as constituting a waiver.

33. BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENT ACT 1999 (NSW) ("SOP Act")

(a) The Subcontractor must:

(i) promptly give Edwards a copy of any notice the Subcontractor receives from a sub- subcontractor; and

(ii) ensure that each sub-subcontractor promptly gives Edwards a copy of any notice that it receives from another person,

under sections 15, 16 or 25 of the SOP Act.

(b) Any notice or claim served under this clause or the SOP Act must be sent to the address stated in item 15 of Schedule 1.

(c) If Edwards becomes aware that a sub-subcontractor is entitled to suspend work under section 27 of the SOP Act, Edwards may pay the sub-subcontractor such money that is, or may be, owing to the sub-subcontractor for work forming part of the Subcontract Works and Edwards may recover any amount paid as a debt from the Subcontractor.

(d) The Subcontractor indemnifies Edwards against any loss, expense or damage of any nature, including but not limited to financial loss and lawyers' fees and expenses on an indemnity basis, suffered or incurred by Edwards arising out of:

(i) A suspension by a sub-subcontractor of work, which forms part of the Subcontract Works under the Subcontract or under section 27 of the SOP Act;

(ii) A failure by the Subcontractor to comply with clause 33(a) of this Subcontract.

(e) If the Subcontractor makes a payment claim to Edwards under the SOP Act and the Subcontractor applies for adjudication of the payment to be made, the nominating authority for the purposes of section 17(3)(b) of that legislation will be The Institute of Arbitrators & Mediators Australia.

34. INTELLECTUAL PROPERTY

(a) All ownership and Intellectual Property Rights in the Subcontract documents vest in Edwards.

(b) Edwards grants the Subcontractor an irrevocable licence to use the Subcontract documents for the purposes of carrying out the Subcontract Works.

(c) The Subcontractor must acquire any other Intellectual Property Rights that it needs to carry out the Subcontract Works.

(d) The Subcontractor grants to Edwards an irrevocable, royalty free, freely assignable and perpetual licence to use (and to sublicense others to use) the other Intellectual Property Rights referred to in 34(c):

(i) which arises immediately upon the creation of the relevant Intellectual Property Rights;

(ii) which extends to any subsequent repairs to, maintenance or servicing of, or additions or alterations to the Subcontract Works or for the further development of improvements on the Site; and

(iii) which will survive the termination of the Subcontract on any basis.

(e) The Subcontractor must:

(i) ensure that the Subcontract Works do not infringe any patent, registered design, trade mark or name, copyright or other protected right or Intellectual Property Right; and

(ii) indemnify Edwards against any claims against, or costs, losses or damages suffered or incurred by, Edwards, arising out of, or in any way in connection with,

any actual or alleged infringement of any patent, registered design, trade mark or name, copyright or other protected right or Intellectual Property Right.

(f) Copyright and property in any photographs or video footage taken by or on behalf of the Subcontractor in the course of the Subcontract Works, including as required by the Subcontract, hereby vest in Edwards and the Subcontractor must not use such photographs or video footage for any purpose without Edwards' prior written consent.

34A MORAL RIGHTS

The Subcontractor:

(a) shall ensure that it does not infringe any Moral Right of any author of any work in carrying out the Subcontract Works;

(b) shall ensure that it obtains an irrevocable and unconditional:

(i) written consent on the terms reasonably required by Edwards, for the benefit of Edwards, the Principal and the Subcontractor, from the author of any work to be incorporated into the Subcontract Works, or used during, or as part of Subcontract Works, including any necessary consents from its employees, subcontractors and any consultants engaged by it, or the employees of its subcontractors and consultants, to doing or authorising the doing of an act or making or authorising the making of an omission (whether occurring before or after this consent is given), anywhere in the world which, but for the consent, infringes or may infringe that author's Moral Rights in the work; and

(ii) waiver on the terms reasonably required by Edwards, to the extent permitted by law, of any and all Moral Rights to which that author may be entitled anywhere in the world in relation to the work;

(c) shall not (and must not encourage or permit anyone else to) apply any duress to any person or make a statement to any person knowing that the statement is false or misleading in a material particular, or knowing that a matter or thing has been omitted from the statement without which the statement is false or misleading in a material particular, in procuring consents and waivers under this clause 35; and

(d) indemnifies Edwards against any claims against, or loss suffered or incurred by, Edwards, arising out of, or in any way in connection with, any actual or alleged infringement of any author's Moral Rights arising out of or in any way in connection with the Subcontract Works, or arising in the future out of or in connection with any change, distortion, destruction, alteration, relocation or destruction of the Subcontract Works.

This clause 35 shall survive the termination of the Subcontract and the completion of the Subcontract Works. Where used in this clause 35, the term "work" has the meaning given to it in section 189 of the *Copyright Act 1968* (Cth).

35. DEFINITIONS AND INTERPRETATION

35.1 Definitions

In this Subcontract the following words and expressions have the meaning stated in this clause 36.1 unless the context otherwise requires:

"Aconex"	Means Edwards' web based document management system.
"Approval"	Means any licence, permit, consent, approval, determination, certificate or other requirement of any Authority having any jurisdiction in connection with the Subcontract Works or under any other applicable Legislative Requirement, which must be obtained or satisfied to:

(a) carry out the Subcontract Works; or

(b) occupy and use the completed Subcontract Works or a completed separate stage,

and includes the Development Approval.

"Authorities" Means approving body or any governmental, public or other authority whether Federal, State, Local or Regional having powers, jurisdiction or duties in relation to the Subcontract Works.

"Business Day" Means any day other than a Saturday, Sunday or public holiday or 27, 28, 29, 30 or 31 December.

"Claim" Includes any claim for an increase in the Subcontract Sum, for payment of money (including damages) or for an extension of time:

(a) under, arising out of, or in any way in connection with, the Subcontract, including any Direction of the Edwards' Representative;

(b) arising out of, or in any way in connection with, the Subcontract Works or either party's conduct before the Subcontract; or

(c) otherwise at law or in equity including:

(i) by statute;

(ii) in tort for negligence or otherwise, including negligent misrepresentation; or

(iii) for restitution.

"Construction Certificate" Means the certificate which must be obtained for the Subcontract Works or a separate stage under a Legislative Requirement (including s109R of the *Environmental Planning and Assessment Act* 1979) prior to commencing building work on the Subcontract Works or the separate stage (as the case may be).

"Date for Commencement" Means the date stated in Item 4 of Schedule 1 unless Edwards gives written notice to the Subcontractor of a change to the Date for Commencement, in which case it shall mean the date specified in that notice.

"Date for Practical Completion" Means the date stated in Item 5 of Schedule 1 as adjusted under the terms of this Subcontract.

"Date of Practical Completion" Means the date on which Edwards certifies that Practical Completion is achieved under clause 18.9.

"Defect" Means any part of the Subcontract Works not in accordance with this Subcontract.

"Defects Liability Period" Means the period as stated in Item 5 of Schedule 1 as extended in accordance with clause 19.3.

"Design Documents" Means the drawings, specifications and other information, samples, models, patterns and the like required by the Subcontract and created (and including where the context so requires, those to be created by the Subcontractor) for the construction of the Subcontract Works.

"Development Approval" Means the environmental assessments undertaken in relation to the Subcontract Works under Part 5 of the *Environmental Planning and*

	Assessment Act 1979 (NSW), and all decisions made in relation to the Subcontract Works on the basis of those assessments (including any conditions of those decisions), whether the assessments or decisions occur before or after the date of this Subcontract, and copies of the records of which, as at the date of this Subcontract, appear as Schedule 11.
"Draft Final Claim"	Means a draft final claim in the form set out in Schedule 5 of all of the Subcontractor's Claims against Edwards whether under or in connection with the Subcontract or otherwise at that time.
"Edwards"	Means A W Edwards Pty Limited.
"Edwards Construction Programme"	Means the construction programme provided by Edwards from time to time, including any revisions.
"Edwards Project Requirements"	Means Edwards' written requirements for the Subcontract Works (including but not limited to documents and drawings) as listed in Schedule 3 which shall include but not be limited to the stated purpose for which the Subcontract Works are intended and Edwards' design, timing and cost objectives for the Subcontract Works.
"Environmental Legislation"	Is any act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth, State or Territory applicable to the environment, including but not limited to the Protection of the Environment Operations Act 1997 (NSW).
"Extension of Time"	Means an extension to the Date for Practical Completion granted in accordance with the Subcontract.
"Final Subcontract Sum"	Means the Subcontract Sum as determined by Edwards under clause 21.9.
"Hazardous Chemicals"	Means any substance, mixture or article that satisfies the criteria for a hazard class in the GHS, found or located in any part of any structure either above or below ground, including any form of organic or chemical matter whether solid, liquid or gas (including asbestos, toluene, polychlorine, biphenyls, lead based paints, glues, solvents, cleaning agents, water treatment chemicals and stone containing silica) that have the capacity to cause personal injury or death, damage to property, create a nuisance or in any way pollute or contaminate the environment.
"Intellectual Property Rights"	Include any rights in relation to any copyright work, layout, designs, patent, invention, confidential information, trade secret, know-how, or trademark or any other intellectual property recognised and protected by legislation.
"Latent Conditions"	Any ground conditions at the Site, excluding ground conditions resulting from inclement weather or the effects thereof, wherever occurring, which differ materially from those which should have been anticipated by a prudent, competent and experienced contractor if it had done those things which the Subcontractor acknowledges or is deemed to have done under clauses 3.1, 13.1 and Schedule 2, section 4.
"Legislative Requirements"	Includes but is not limited to: (a) Acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth, State or Territory applicable to the Subcontract Works; (b) Certificates, licences, consents, permits, approvals and requirements of Authorities; and (c) Any Code of Practice applicable to the Subcontract Works.

"Moral Rights" Means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, which rights are created by the *Copyright Act* 1968, and if any work is used in any jurisdiction other than in Australia, any similar right capable of protection under the laws of that jurisdiction.

"Practical Completion" Is that stage in the carrying out and completion of the Subcontract Works when:

(a) Edwards is satisfied that:

(i) subject to paragraph (a)(ii), the Subcontract Works are complete, free of Defects and fit for use or occupation (or both as applicable); and

(ii) all Subcontract Works related to the control room operations and associated areas, including all services, are complete, fully operational and functional, and free from any omissions or Defects.

(b) All commissioning and testing required under the Subcontract has been satisfactorily completed and passed;

(c) All other statutory licences, certificates, approvals, consents, authorisations and permits required have been provided by the Subcontractor to Edwards;

(d) The Subcontractor has provided Edwards with a Draft Final Claim;

(e) Any omissions or defects are limited to items:

(i) The existence of which or the making good of which (or both) will not significantly inconvenience Edwards, taking into account the use or intended use of the items concerned and of the areas in which they occur; and

(ii) Which do not cause any legal impediment to Edwards' use or occupation of the Subcontract Works;

(iii) And, in respect of a particular stage, all of the following acts, matters or things have been certified by the Edwards Representative as being duly performed or attended to by the Subcontractor;

(f) all equipment, plant, services and installations installed as part of the Subcontract Works or the separate stages have been demonstrated by the Subcontractor to the satisfaction of Edwards to perform as required by the terms of this Subcontract both under normal operating conditions and under simulated emergency operating conditions. This demonstration must, amongst other things, include the necessary demonstration of services working in an inter-related manner and be simulating live operating conditions as to all inter-related services functions;

(g) All normal and emergency start up and shut down functions perform in sequence without interruption or malfunction in accordance with their respective specifications;

(h) The Edwards Representative has been provided with all warranties and guarantees required by the Subcontract, including in relation to all plant and equipment installed as part of the Subcontract Works;

(i) the Subcontractor has complied with all Legislative Requirements;

(j) an occupation certificate for the Subcontract Works or the separate stage, if required under a Legislative Requirement (including the Development Approval required under any relevant Environmental Legislation), has been issued by the person who is authorised to issue

the certificate;

(k) The handing over by the Subcontractor to the Edwards Representative of the following documents and the satisfactory performance of the following tasks:

(i) All necessary documents and other information and materials, including all Approvals, required for the satisfactory use, operation and maintenance of the Subcontract Works and the completed services in the relevant separate stage, including but not limited to:

a. completion certificates (to the satisfaction of Edwards) from Edward's design consultant and any independent services auditor engaged by Edwards;

b. as built drawings and specifications as three hard copies and one soft copy in a format nominated by the Edwards' Representative, containing professionally drawn and accurately dimensioned drawings of the Subcontract Works or the relevant separate stage;

c. warranties and guarantees given by all contractors, manufacturers or suppliers of any part of the Subcontract Works or the separate stage relating to the construction, erection and installation of the Subcontract Works or the separate stage;

d. operation and maintenance manuals and other guarantees and warranties which relate to the Subcontract Works or the separate stage; and

e. all necessary information for the satisfactory operation and maintenance of the completed services. The information shall indicate in proper operating sequence the operation and function of all plant and equipment under both automatic and manual control, and shall be supported by all necessary plant and system layout drawings, key diagrams of the services and controls and circuits and wiring diagrams where applicable. The information shall be supplied by the Subcontractor in triplicate form in bindings approved by the Edwards' Representative;

(ii) Removing all rubbish, Subcontractor’s plant and surplus material from the Site and from the Subcontract Works;

(iii) Washing and thoroughly cleaning the Subcontract Works, and (where relevant in the Edwards' Representative's opinion) treat or polish all surfaces including all sanitary fixtures, floors and glass;

(iv) grease all doors and windows and check and oil all hardware, operating gear for doors and windows, louvres and other moving parts;

(v) Where required, checking of all data cabling, light and power points to ensure their efficient and proper operation;

(vi) Where required, handing over to the Edwards Representative all fire rating certificates as specified for various materials and the Subcontract Works, [and a certificate from an independent consultant in favour of Edwards that the fire services function under normal and simulated emergency operating conditions in accordance with the relevant specifications and to the requirements of the Subcontract].

(vii) completing the training of all maintenance personnel nominated

by Edwards in the operation and maintenance of all items of plant and equipment provided that such maintenance personnel have made themselves available to the Subcontractor by the time required by the Subcontractor's program for that purpose. If the Edwards Representative is satisfied that the Subcontractor has been unable to complete the training of those personnel for the purposes of achieving Practical Completion as a result of the lack of cooperation on the part of the maintenance personnel, then compliance by the Subcontractor with that obligation shall not be required for the purposes of Practical Completion but the Subcontractor must in that event carry out the training of such maintenance personnel as required by no later than 30 Business Days after the Date of Practical Completion of the Subcontract Works or the separate stage, provided that the maintenance personnel make themselves available in timely manner for such a purpose;

(viii) hand over to the Edwards Representative any survey certificates required by the Subcontract, including under clause 13.4(b); and

(ix) hand over to the Edwards Representative all keys (including, without limitation, any security keys) fitted with plastic tags and having appropriate label inserts.

"Progress Payment Claim"	Means a claim for a progress payment made by the Subcontractor under clause 21.2.
"Project"	Means the whole of the work to be completed by Edwards.
"Project Management Plan"	Means any document identified by Edwards as the Project Management Plan (as may be amended from time to time by Edwards).
"RFM Works"	Means any Subcontract Works relating to roofing, façade, tanking, waterproofing or barriers and membranes of any type.
"Security"	Means one or more unconditional bank guarantees in a form acceptable to Edwards or monies retained from progress payments made to the Subcontractor for the purpose of ensuring the Subcontractor's performance of the Subcontract.
"Site"	Means the place or places described in Item 7 of Schedule 1.
"SOP Act"	Means the Building and Construction Industry Security of Payment Act 1999 (NSW).
"Subcontract"	Means the agreement between Edwards and the Subcontractor evidenced by any Offer of Engagement, or Formal Instrument of Agreement and this document and includes the documents identified in Item 8 of Schedule 1.
"Subcontractor"	Means the party identified in Item 1 of Schedule 1.
"Subcontractor's Design Obligations"	Means all tasks necessary to design and specify the Subcontract Works required by the Subcontract including but not limited to preparation of the Design Documents and, if Edwards' Project Requirements include a preliminary design, developing the preliminary design.
"Subcontractor's Programme"	Means a programme supplied by the Subcontractor in accordance with clause 17.1.
"Subcontract Sum"	Means the sum set out in Item 9 of Schedule 1, adjusted in accordance with the Subcontract.

"Subcontract Works"	Means the whole of the work to be executed in accordance with the Subcontract.
"Variation"	Means any change directed by Edwards, including but not limited to: (a) An increase, decrease or omission of any part of the Subcontract Works; (b) A change in the levels, lines, positions or dimensions of any part of the Subcontract Works; (c) A change in the character or quality of any part of the Subcontract Works or of any material; (d) Carrying out any additional work.
"Working Hours"	Means the days and hours or work set out in Item 6 of Schedule 1.

35.2 Interpretation

(a) Headings are not be used in interpreting this Subcontract.

(b) A reference to:

(i) One gender includes all genders;

(ii) A person includes bodies corporate and vice versa;

(iii) An Agreement or legislative or other instrument, or standard includes a reference to it as amended at any time; and

(iv) Words in the singular include the plural and vice versa.

(c) Interpretation shall not be effected by the fact that one party put forward any part of the Subcontract.

(d) Anything in one Subcontract document is deemed contained in all Subcontract documents.

(e) All references to days in this Subcontract are, unless otherwise indicated, references to calendar days. If either party is obliged to do anything within a period of time which expires on a Sunday or public holiday the period of time will be extended to the next Business Day.

(f) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as severable from this Subcontract and shall not affect the validity of any other provision except to the extent made necessary by the invalidity.

Schedule 1 – Agreement to Issue Recipient Created Tax Invoices

(refer clause 21.4)

Under a *New Tax System (Goods and Services Tax) Act 1999 (Cth)*

BETWEEN……..ABN……..(**Supplier**)

AND A W EDWARDS PTY Ltd of 131 Sailors Bay Road, Northbridge, Sydney, NSW 2063 ABN 76 000 045 849 (**Recipient**)

Hereby agree as follows:-

(a) The Recipient may (but will not be obliged to) issue a Recipient Created Tax Invoice (RCTI) quoting the ABN of the Supplier in respect of any subcontracts between the Recipient and the Supplier of the supply of goods or services made by the Supplier to the Recipient unless agreed otherwise.

(b) The Recipient will issue a copy of the RCTI to the Supplier and retain the original and will issue to the Supplier an adjustment note in relation to adjustment events.

(c) The Supplier must not issue tax invoices in respect of any supplies to which this Agreement applies.

(d) The Supplier acknowledges that it is registered for GST as at the date of this Agreement and will promptly notify the Recipient if the Supplier ceases to be registered for GST.

(e) The Recipient acknowledges that it is registered for GST as at the date of this Agreement and it will notify the Supplier if it ceases to be registered for GST or ceases to satisfy the legal requirements for issuing an RCTI.

(f) This Agreement will automatically terminate if the Recipient ceases to satisfy the legal requirements for issuing an RCTI.

(g) The Recipient indemnifies the Supplier for any liability for GST or penalty that may arise as a result of an understatement of the GST payable on any supply for which the Recipient issues an RCTI to the Supplier but only to the extent that any such liability is caused by an act or omission of the Recipient in issuing that RCTI.

Dated this …… day of …… 20

Signed on behalf of the Supplier by …….. [name]

…….. [position]

Signed on behalf of the Recipient by …….. [name]

……..[position]

Exhibit 2 - Owner's Project Requirements

File	Document No	Title	Revision	Discipline	Created by	Date Modified	Revision Date
pdf	IA084200-MAIN-ECA-DRG-0000	ARCHITECTURAL COVER SHEET	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-0501	ARCHITECTURAL SITE PLAN	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-1301	ARCHITECTURAL GROUND FLOOR PLAN	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-1311	ARCHITECTURAL LEVEL 1 PLAN	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-1321	ARCHITECTURAL LEVEL 2 PLAN	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-1331	ARCHITECTURAL LEVEL 3 PLAN	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-1341	ARCHITECTURAL LEVEL 4 PLAN	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-1351	ARCHITECTURAL LEVEL 5 PLAN	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-1361	ARCHITECTURAL ROOF PLAN	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-3001	ARCHITECTURAL NORTH ELEVATION	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-3002	ARCHITECTURAL EAST ELEVATION	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-3003	ARCHITECTURAL SOUTH ELEVATION	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-3004	ARCHITECTURAL WEST ELEVATION	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-4001	ARCHITECTURAL SECTION 1	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-4002	ARCHITECTURAL SECTION 2	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016

File	Document No	Title	Revision	Discipline	Created by	Date Modified	Revision Date
pdf	IA084200-MAIN-ECA-DRG-9901	ARCHITECTURAL EXTERNAL PERSPECTIVES	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECH-DRG-0001	HYDRAULIC SERVICES DOMESTIC HOT AND COLD WATER SCHEMATIC	1	Hydraulic	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECH-DRG-0002	HYDRAULIC SERVICES SANITARY DRAINAGE AND VENT SCHEMATIC	1	Hydraulic	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECH-DRG-0003	HYDRAULIC SERVICES GAS SCHEMATIC	1	Hydraulic	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-EEE-DRG-3700	ELECTRICAL SERVICES MAIN SWITCHBOARD SINGLE LINE DIAGRAM	1	Electrical	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-EEE-DRG-3701	ELECTRICAL SERVICES COMMUNICATIONS SINGLE LINE DIAGRAM	1	Electrical	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-EEE-DRG-3750	ELECTRICAL SERVICES DISTRIBUTION BOARDS SINGLE LINE DIAGRAM	1	Electrical	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-EMF-DRG-6701	FIRE SERVICES WET FIRE SERVICES SCHEMATIC	1	Fire	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-EMF-DRG-6702	FIRE SERVICES DRY FIRE SERVICES SCHEMATIC	1	Fire	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ETS-DRG-5700	SECURITY SERVICES SYSTEM SCHEMATICS	1	Security	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-MH-DRG-4002	MECHANICAL SERVICES DRAWING LEGEND & NOTES	1	Mechanical	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016

File	Document No	Title	Revision	Discipline	Created by	Date Modified	Revision Date
pdf	IA084200-MAIN-MH-DRG-4700	MECHANICAL SERVICES AIR SCHEMATIC SHEET 1 OF 2	1	Mechanical	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-MH-DRG-4701	MECHANICAL SERVICES AIR SCHEMATIC SHEET 2 OF 2	1	Mechanical	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-MH-DRG-4702	MECHANICAL SERVICES CHILLED WATER SCHEMATIC	1	Mechanical	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-MH-DRG-4703	MECHANICAL SERVICES HEATING HOT WATER SCHEMATIC	1	Mechanical	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-MH-DRG-4704	MECHANICAL SERVICES MECHANICAL ELECTRICAL SCHEMATIC	1	Mechanical	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0001	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0002	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0003	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0004	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0005	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0006	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0007	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0008	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0009	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016

File	Document No	Title	Revision	Discipline	Created by	Date Modified	Revision Date
pdf	IA084200-MAIN-SU-SKT-0010	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0011	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0012	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0013	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0014	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0015	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0016	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0017	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0018	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0019	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0020	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0021	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0022	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0023	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0024	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0025	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0026	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016

File	Document No	Title	Revision	Discipline	Created by	Date Modified	Revision Date
pdf	IA084200-MAIN-SU-SKT-0027	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0028	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0029	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-SU-SKT-0030	STRUCTURAL SKETCHES	1	Structural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-TS-DRG-0001	SECURITY ZONING	1	Security	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-TS-DRG-0002	SECURITY ZONING	1	Security	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-TS-DRG-0003	SECURITY BLAST AND CRITICALITY	1	Security	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-TS-DRG-0004	SECURITY BLAST AND CRITICALITY	1	Security	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-RP-BS-0001	Design Summary Report: SDR	8	Project Management	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	IA084200-MAIN-ECA-DRG-1301	GROUND FLOOR PLAN - TANK OPTION (SDR ISSUE)	1	Architectural	Jacobs Group (Australia) Pty Ltd	29/01/2016	29/01/2016
pdf	150014-20150529_DET	150014-20150529_DET-100-A (20150603)	1	Architectural	Peter Bolan & Associates Pty Ltd	03/06/2015	03/06/2015
pdf	010333 A-102A	Ausco Floor Layout Rev A	1	enabling works	Ausco	01/09/2015	01/09/2015
pdf	RFQRFQ (CW29846) - WS222428	Ausco Quotation SP1	1	enabling works	Ausco	01/03/2016	01/03/2016
pdf	11DP135903	FRNSW Relocation Survey	1	enabling works	Peter Bolan & Associates Pty Ltd	04/08/2015	04/08/2015
pdf	84417.02.R.001.Rev0	Douglas Partners 84417.02.R.001.Rev0.Geot Inv	1	Architectural	Douglas Partners	17/08/2015	17/08/2015
pdf	84417.03.R.001.Rev1	Douglas Partners 84417.03.R.001.Rev0[1]	1	Architectural	Douglas Partners	02/07/2015	02/07/2015

File	Document No	Title	Revision	Discipline	Created by	Date Modified	Revision Date
pdf	RO019800-REP-0001	HV preliminary Concept Design Report - options rev 3	3	Electrical	Jacobs Group (Australia) Pty Ltd	15/09/2015	15/09/2015
pdf	RO019800-LT-0001	HV preliminary scope for cost plan	1	Electrical	Jacobs Group (Australia) Pty Ltd	02/07/2015	02/07/2015
pdf	IA084200-SRS-ARCH-0001	IA084200 Subsystem SRS Architecture Rev 03_SRS Workshop 3	3	Architectural	Jacobs Group (Australia) Pty Ltd	26/10/2015	26/10/2015
pdf	IA084200-SRS-BL-0001	IA084200 Subsystem SRS Blast Rev 04_SRS Next Issue	4	Security	Jacobs Group (Australia) Pty Ltd	18/12/2015	18/12/2015
pdf	IA084200-SRS-BMS-0001	IA084200 Subsystem SRS BMCS Rev 02	2	Project Management	Jacobs Group (Australia) Pty Ltd	17/12/2015	17/12/2015
pdf	IA084200-SRS-CIV-0001	IA084200 Subsystem SRS Civil Rev 05_SRS Next Issue	5	Project Management	Jacobs Group (Australia) Pty Ltd	18/12/2015	18/12/2015
pdf	IA084200-SRS-EL-0001	IA084200 Subsystem SRS Electrical Rev 04_SRS Workshop 3	4	Electrical	Jacobs Group (Australia) Pty Ltd	17/12/2015	17/12/2015
pdf	IA084200-SRS-FI-0001	IA084200 Subsystem SRS Fire Rev 06	6	Fire	Jacobs Group (Australia) Pty Ltd	17/12/2015	17/12/2015
pdf	IA084200-SRS-HYD-0001	IA084200 Subsystem SRS Hydraulics Rev 04_SRS Workshop	4	Mechanical	Jacobs Group (Australia) Pty Ltd	17/12/2015	17/12/2015
pdf	IA084200-SRS-ME-0001	IA084200 Subsystem SRS Mechanical Rev 05	5	Mechanical	Jacobs Group (Australia) Pty Ltd	13/01/2016	13/01/2016
pdf	IA084200-SRS-SE-0001	IA084200 Subsystem SRS Security Rev 05	5	Security	Jacobs Group (Australia) Pty Ltd	13/01/2016	13/01/2016
pdf	IA084200-SRS-STR-0001	IA084200 Subsystem SRS Structural Rev 04_SRS Next Issue	4	Structural	Jacobs Group (Australia) Pty Ltd	18/12/2015	18/12/2015
pdf	IA084200-300-SU-RP-0001	IA084200-300-SU-RP-0001-Concept Design Structural Report	2	Structural	Jacobs Group (Australia) Pty Ltd	22/01/2016	22/01/2016

File	Document No	Title	Revision	Discipline	Created by	Date Modified	Revision Date
pdf	IA084200-RP-BS-0001	IA084200-RPT-GE-0001 Design Summary Report #1_ Rev 07	7	Project Management	Jacobs Group (Australia) Pty Ltd	14/01/2016	14/01/2016
pdf	ECA-DG-1301-1	Jacobs FRNSW Accommodation Concept Plan	1	Architectural	Jacobs Group (Australia) Pty Ltd	31/07/2015	31/07/2015
pdf	ECA-DG-0501-1	Jacobs FRNSW Accommodation Relocation Plan	1	Architectural	Jacobs Group (Australia) Pty Ltd	31/07/2015	31/07/2015
pdf	15-1015 RptA	Mandible St Boundaries - Plan	1	Architectural	Peter Bolan & Associates Pty Ltd	05/06/2015	05/06/2015
pdf	152014-201500731_DET-100-A	Peter Bolan - FRNSW Relocation Survey 152014-201500731_DET-100-A	1	Architectural	Peter Bolan & Associates Pty Ltd	04/08/2015	04/08/2015
pdf	117189016_00	Survey - Sure Search	1	Architectural	SureSearch	21/05/2015	21/05/2015

Note: Documents are contained in the attached DVD entitled "Managing Contractor Contract - Exhibit 2 - Owner's Project Requirements"

Contract Amendment Form

Contract Title	ROC Managing Contractor		
Contract Number:	CW55031	Supplier Name:	AW Edwards Pty Ltd
Contract Manager:	Darren Gordon	Effective Date of the Variation	03/02/2017
Variation No.:	1		

(1) **This Variation to Contract confirms our agreement to make the following variations to the Contract (amounts exclude GST):**

DESCRIPTION OF VARIATION

Task 1 - V2 Add AWE Resource- in absence of ST's Nic D, for co-ordination of the FRNSW training Facility ([redacted]

Task 2 V5 GPR Investigation to locate u'ground slab on main ROC site to mitigate impact of their removal ([redacted]

Task 3 - V6 FRNSW Enabling Works Dilapidation Survey [redacted]

Task 4 - V7 Update of Site Investigation (Contamination) Report – Main ROC site ([redacted]

Task 5 - V8 ROC Site opening BBQ ([redacted]

Task 6 - V9 FRNSW Enabling Works Construction Traffic Management Plan ([redacted]

Task 7 – V12 Acid Sulphite Soil Management Plan [redacted]

Task 8 – V14 Extension of Additional AWE Resource (see V2) ([redacted])

Task 9 – V17 Time Lapse Camera [redacted]

Task 10 – V18 Extension of Additional AWE Resource (see V2) ([redacted])

Total for this variation is $[redacted] **exc GST**

(2) **Contract Status**

[A] Use if the contract type is Discrete or Maintenance Agreement

	Initial	**Current** (after all previous variations)	**Final** (after this variation)
Expiration Date	21/12/2018	21/12/2018	21/12/2018
Awarded Value (ex-GST)	$[redacted]		

(3) **Contract Clauses, Terms or Conditions.**

All other terms and conditions of the Contract shall remain unchanged.
Please acknowledge your agreement to the above Variation by signing below and return the signed form to Sydney Trains marked for the attention of the Contract Manager:

For Supplier (authorised delegate)		**For Sydney Trains** (SPD delegate)	
Signature		Signature	
Name	Steven Browne	Name	
Title	Project Manager	Title	
Date	9/2/2017	Date	

AW EDWARDS

AWE VARIATION CLAIM

NO. 2

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Additional AWE Resource		
Refer	Verbal agreement Friday 20 May 2016 Additional AWE resource to assist Colin Danby with co-ordination of the FRNSW Training Facility		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1 Adjustment to Management Fee has not been applied to this variation as the Supervision costs are included within the variation costs

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited
Rail Operations Centre

Variation Claim No. **2**
25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				
	Subcontractor				0.00
					0.00
					0.00
				Sub Total	[redacted]
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager	2	weeks	[redacted]	
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
				Sub Total	
	Preliminaries				

AWE VARIATION CLAIM

AW EDWARDS

NO. 6

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Enabling Works Dilapidation Survey		
Refer	AWE-ERA-00004		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		[redacted]
	Supervision and Site Staff As per attached break up		[redacted]
	Preliminaries As per attached break up		[redacted]
		-	[redacted]
	Sub-Total A		[redacted]
	Adjustment to Management Fee (3.5%)		[redacted]
	Sub-Total B		[redacted]
	OH/P (2.5%)		[redacted]
	Net Total (excluding GST)		[redacted]

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited
Rail Operations Centre

Variation Claim No. 6
25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				
	SageView Quotation No. 1748	1	No.	[redacted]	
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries				

AW EDWARDS

AWE VARIATION CLAIM

NO. 7

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Update of Site Investigation (Contamination) Report		
Refer	AWE-ERA-00005		[redacted]
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		[redacted]
	Supervision and Site Staff As per attached break up		[redacted]
	Preliminaries As per attached break up		[redacted]
		-	[redacted]
	Sub-Total A		[redacted]
	Adjustment to Management Fee (3.5%)		[redacted]
	Sub-Total B		[redacted]
	OH/P (2.5%)		[redacted]
	Net Total (excluding GST)		[redacted]

Notes:
1
Conditions:
1
Delays / Time Extensions :
1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited
Rail Operations Centre

Variation Claim No. 7
25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works			[redacted]	
	Douglas Partners Proposal dated 6 May 2016	1	No.		
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries				

AW EDWARDS

AWE VARIATION CLAIM

NO. 8

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	ROC Site BBQ		
Refer	AWE-ERA-00006		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		[redacted]
	Supervision and Site Staff As per attached break up		[redacted]
	Preliminaries As per attached break up		[redacted]
		-	[redacted]
	Sub-Total A		[redacted]
	Adjustment to Management Fee (3.5%)		[redacted]
	Sub-Total B		[redacted]
	OH/P (2.5%)		[redacted]
	Net Total (excluding GST)		[redacted]

Notes:

1 Costs increased due to change in numbers from 70 to 100

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited
Rail Operations Centre

Variation Claim No. 8
25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				
	Barbehire Tax Invoice No. 205	1	No.	[redacted]	[redacted]
	Supervision & Site Staff			[redacted]	[redacted]
	Project Manager			[redacted]	[redacted]
	Assistant Project Manager			[redacted]	[redacted]
	Contracts Administrator			[redacted]	[redacted]
	Services Co-ordinator			[redacted]	[redacted]
	Trade Co-ordinator			[redacted]	[redacted]
	Cadet			[redacted]	[redacted]
	Site Manager			[redacted]	[redacted]
	Foreman			[redacted]	[redacted]
	Safety Manager			[redacted]	[redacted]
	Carpenter			[redacted]	[redacted]
	Labourer			[redacted]	[redacted]
	Preliminaries			[redacted]	[redacted]
	Hire of Equipment - AWE Yard cost as per Inv. No. 100256	1	No.	[redacted]	[redacted]
				[redacted]	[redacted]

Barbehire

TAX INVOICE

EVENT DATE
13/05/2016

PLANT HIRE

AW EDWARDS

Invoice No. 100256

Job Details: ROC
Job Address: 14 Mandible St Alexandria
Requested by: **Colin Danby**

DATE: 20-May-16

Invoice Cost [redacted]

Items or Code	DETAILS OF ITEMS	Items Supplied	RATE	Sub Total	TOTAL COST
TAB000	1800 X 760 LUNCH TABLES	7	[redacted]		
CHP000	PLASTIC CHAIR BARREL STYLE	70			
Delivery	To drop and pick up tables and chairs	2			

Special Instructions: Deliver to site by 12noon on 13/5/16 and pick up after 3pm

A W EDWARDS PTY LIMITED
Builders & Contractors
ACN 000 045 849
ABN 76 000 045 849
EMAIL nsw@awedwards.com.au
WEB www.awedwards.com.au

PLANT OFFICE
DOCK 2
26 Powers Road
Seven Hills NSW
PO Box 226
Seven Hills NSW 1730

Plant Manager: George Lytton
Telephone 02 9838 5150
Mobile 0413 735 630
EMAIL glytton@awedwards.com.au

AW EDWARDS

AWE VARIATION CLAIM

NO. 9

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Enabling Works Construction Traffic Management Plan		
Refer	AWE-ERA-00007		
	Design Fees None applicable to these works		Nil
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		$
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		$
	OH/P (2.5%)		
	Net Total (excluding GST)		$

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No.** 9
Rail Operations Centre 25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works GTA Consultants proposal dated 6 May 2016	1	No.	[redacted]	[redacted]
				Sub Total	[redacted]
	Supervision & Site Staff Project Manager Assistant Project Manager Contracts Administrator Services Co-ordinator Trade Co-ordinator Cadet Site Manager Foreman Safety Manager Carpenter Labourer				[redacted]
				Sub Total	[redacted]
	Preliminaries				[redacted]
					[redacted]
					[redacted]

AWE VARIATION CLAIM

AW EDWARDS

NO. 12

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Acid Sulphate Soil Management Plan		
Refer	AWE-ERA-000010		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1 The above does not include any additional fees such as site inspections, further certificates, FRNSW fees etc.

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 12**
Rail Operations Centre 25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				
	Douglas Partners Proposal dated 23 May 2016	1	No.	[redacted]	
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries				

AW EDWARDS

AWE VARIATION CLAIM

NO. 14

Project : **Rail Operations Centre**

Project No: 575
Date: 22-Jun-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Extension of Additional AWE Resource		
Refer	Refer to AWE-GCOR-000285 Additional AWE resource to assist Colin Danby with co-ordination of the FRNSW Training Facility		
	Design Fees None applicable to these works		N[redacted]
	Trade Costs As per attached break up		[redacted]
	Supervision and Site Staff As per attached break up		[redacted]
	Preliminaries As per attached break up		[redacted]
		-	[redacted]
	Sub-Total A		[redacted]
	Adjustment to Management Fee (3.5%)		[redacted]
	Sub-Total B		[redacted]
	OH/P (2.5%)		[redacted]
	Net Total (excluding GST)		[redacted]

Notes:

1 Adjustment to Management Fee has not been applied to this variation as the Supervision costs are included within the variation costs

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No.** **14**

Rail Operations Centre 22-Jun-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				[redacted]
	Subcontractor				
				Sub Total	
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager	4	weeks	[redacted]	
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
				Sub Total	
	Preliminaries				
					[redacted]

AW EDWARDS

AWE VARIATION CLAIM

NO. 17

Project : **Rail Operations Centre**

Project No: 575
Date: 22-Jul-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Time Lapse Camera		
Refer	Sydney Trains request		
	Design Fees None applicable to these works		
	Trade Costs As per attached break up		[redacted]
	Supervision and Site Staff None applicable to these works		
	Preliminaries None applicable to these works		
	Attached: 1. Brinno camera information (10 pages) 2. Captivaction camera information and proposal (8 pages)		
		-	
		Sub-Total A	[redacted]
		Adjustment to Management Fee (3.5%)	[redacted]
		Sub-Total B	[redacted]
		OH/P (2.5%)	[redacted]
		Net Total (excluding GST)	[redacted]

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 17**

Rail Operations Centre 22-Jul-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				
1	Captivaction Timelapse and Webcam system proposal				
	1.Rental of 1 x camera	1	No.		
	2. Data plan	1	No.		
	3. Solar power system	1	No.		
	4. Installation of 1 x camera	1	No.		
	5. Live streaming set-up	1	No.		
	6. Ongoing service for 18 months (1st month included)	17	mths		
	7. Post production video	1	No.		
2	Telstra 4G Data Plan	18	mths		
3	Credit for Brinno system allowed within AWE tender	1	item		
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries				
			item		
			item		

AWE VARIATION CLAIM

AW EDWARDS

NO. 17

Project : **Rail Operations Centre**

Project No: 575
Date: 4-Aug-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Time Lapse Camera		
Refer	Sydney Trains request		
	Design Fees None applicable to these works		
	Trade Costs As per attached break up		
	Supervision and Site Staff None applicable to these works		
	Preliminaries None applicable to these works		
	Attached: 1. Brinno camera information (10 pages) 2. Captivaction camera information and proposal (8 pages)		
	S		
	Adjustment to Management		
	S		
	O		
	Net Total (exclu		

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 17**

Rail Operations Centre 04-Aug-16

Item	Description	No.	Unit	Rate	Total
1	**Trade Works** Captivaction Timelapse and Webcam system proposal				
	1.Rental of 1 x camera	1	No.		
	2. Data plan	1	No.		
	3. Solar power system	1	No.		
	4. Installation of 1 x camera	1	No.		
	5. Live streaming set-up	1	No.		
	6. Ongoing service for 18 months (1st month included)	17	mths		
	7. Post production video	1	No.		
2	Telstra 4G Data Plan (by Sydney Trains)	18	mths		
3	Credit for Brinno system allowed within AWE tender	1	item		
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries		item		
			item		

[redacted]

BRAND
NEW

The cubic tips with three kinds of tread make the clamp steadier and easier to be fixed.

A ball he vith a quick release plate allows you to mount 3C product quickly The ba lhead rotates in 360 d gree You can also install other heavy l llh s for a high r weight load c pacity

The maximum load capacity of the clamp is 40 kg The clamp is made of the aerospace-grade aluminium alloy, which makes the clamp much lighter but stronger than the other products. It is only half the size of an iPad.

An ergonomic design handle made of soft plastic is easy to use, with a precise adjustment

ROC INFRASTRUCTURE - VARIATION & CLAIM APPROVAL FORM

CONTRACTOR: A.W. Edwards Pty Ltd (Contract No. **CW55033**)

ST REFERENCE NO.: **Variation 2 (Fees)**

CONTRACTOR REFERENCE NO.:

SUBJECT: Variation 2 (Fees)

DESCRIPTION:
Main Contractor – A.W. Edwards has requested the following variations for ROC infrastructure

BASIS OF CLAIM:
The basis of claim is based on additional works approved by Building Manager on ROC site

VC 01 LSL Levy for the Enabling Works Project - [redacted]
VC 04 Facility - Level 3 ASP Engagement - [redacted]
VC 11 Engagement of BCA/PCA Consultant for Enabling Works - [redacted]
VC 13 Program Signboard - [redacted]
VC 16 Building Re-design (NOD004)-Design Delay Mitigation - [redacted]
VC 19 Dewatering & concrete encasement to Sewer - [redacted]
VC 20 "End September extension of additional project resource to assist with FRNSW Training Facility" [redacted]
VC 23 Blockwork Gas Meter Enclosure - [redacted]
VC 24 Supply of Lockers and Frames to FRNSW Temp Facility - [redacted]
VC 25 "Building Re-design (NOD004) - Design Delay Mitigation - Continuation of Resources" - [redacted]
VC 26 Security Enclosure around FRNSW New external MSB - [redacted]
VC 27 Electrical Metering to FRNSW Temp Training Facility - [redacted]
VC 27A Electrical Metering to FRNSW Temp Training Facility - [redacted]
VC 29 Cooktop and Rangehood to FRNSW - [redacted]
VC 30 ACM Label on Demountable Building - [redacted]
VC 31 SP Site Setout P/L to set out new gridlines - [redacted]
VC 32 Mandible Street Stormwater Investigation Works - [redacted]
VC 34 Additional Resources October-December - [redacted]
VC 35 EOT 001 Delay to occupation of FRNSW Temp Training Facility - [redacted]
VC 40 LSL Levy for the Main Works Project - [redacted]
VC 42 Model for AFC HV Substation Cable Trenching - [redacted]
VC 43 3D Modelling of the CER A & B Rooms - [redacted]
VC 44 Modelling of Access Floor Pedestals - [redacted]
VC 46 On-going Design Finalisation and Co-ordination - [redacted]
VC 47 DAS Design and Co-ordination - [redacted]
VC 48 CER Room SOW changes - [redacted]
VC 49 Microsoft Project and Program consultancy - [redacted]

ROC INFRASTRUCTURE - VARIATION & CLAIM APPROVAL FORM

VC 50 Survey of existing mobile phone coverage - [redacted]
VC 53 Additional key management outside CER Rooms - [redacted]
VC 55 Preparation of sub-division plans and lodgement - [redacted]

Total: [redacted]

QUANTUM OF CLAIM:

Same as above

T Total: [redacted] **Ex GST)**

These claims have been calculated using the contract schedule of rates – where applicable

BUDGET AND OTHER COMMENTS:
The costs for this work are contained within the approved infrastructure budget.

ROC Infrastructure review & approval - *Authorising payment*

Reviewed:		
Darren Gordon	*Commercial Manager*	Date: 11 /12/2017
Reviewed		
Peter Moroz	*Building Manager*	Date: 13 /12/2017
Approved by:		
Andrew Parker	*Program Manager*	Date: 13 /12/2017

AWE VARIATION CLAIM

AW EDWARDS

NO. 4

Project : **Rail Operations Centre**

Project No: 575
Date: 25-Aug-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Level 3 ASP Engagement for undergrounding of Overhead mains in Mandible St		
Refer	AWE-ERA-00002		
	Design Fees None applicable to these works		Nil
	Trade Costs As per attached break up		[redacted]
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		$
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		$
	OH/P (2.5%)		
	Net Total (excluding GST)		$

Notes:

1 Excludes design and certification of street lighting or any other fees not listed in this variation

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 4**

Rail Operations Centre 25-Aug-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				
	Simplex Proposal	1	No.	[redacted]	
	Additional Simplex costs as per Invoice 03783	1	No.		
	Ausgrid Application fees	1	No.		
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries				

AW EDWARDS

AWE VARIATION CLAIM

NO. 4

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Level 3 ASP Engagement for undergrounding of Overhead mains in Mandible St		
Refer	AWE-ERA-00002		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1 Excludes design and certification of street lighting or any other fees not listed in this variation

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited
Rail Operations Centre

Variation Claim No. **4**
25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				
	Simplex Proposal	1	No.	[redacted]	
	Ausgrid Application fees	1	No.		
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries				

AW EDWARDS

AWE VARIATION CLAIM

NO. 11

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Engagement of BCA/PCA Consultant for Enabling Works		
Refer	AWE-ERA-00009		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1 The above does not include any additional fees such as site inspections, further certificates, FRNSW fees etc.

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 11**
Rail Operations Centre 25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				
	BMG proposal dated 23 May 2016	1	No.	[redacted]	
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries				

AWE VARIATION CLAIM

AW EDWARDS

NO. 13

Project : **Rail Operations Centre**

Project No: 575
Date: 22-Jun-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Program Sign Board		
Refer	Inspire Graphics quotation AWE-008		
	Design Fees None applicable to these works		
	Trade Costs As per attached break up		[redacted]
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		$
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		$
	OH/P (2.5%)		
	Net Total (excluding GST)		$

Notes:

1 The above does not include any additional fees such as site inspections, further certificates, FRNSW fees etc.

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

AW EDWARDS

AWE VARIATION CLAIM

NO. 19

Project : **Rail Operations Centre**

Project No: 575
Date: 21-Dec-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
Refer	**Dewatering & concrete encasement to Sewer** QP-GCOR-000043 **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	$
	Sub-Total		$
	Adjustment to Management Fee (3.5%)		$
	OH/P (2.5%)		$
	Net Total (excluding GST)		**$**

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 19**

Rail Operations Centre 21-Dec-16

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				**0**
	Trade Works Per Quick Plumbing variation No. 7 Quick Plumbing Claim No. 4 dated 30/09/2016				
1	Dewatering & concrete encasement - Sewer	1	item		
	Sub Total				
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Engineering Manager				
	Carpenter				
	Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

AW EDWARDS

AWE VARIATION CLAIM

NO. 20

Project : **Rail Operations Centre**

Project No: 575
Date: 4-Aug-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	End September further Extension of Additional AWE Resource		
Refer	TNSW-INST-000047 Additional AWE resource to assist Colin Danby with co-ordination of the FRNSW Training Facility - to end Sep		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1 Adjustment to Management Fee has not been applied to this variation as the Supervision costs are included within the variation costs

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 20**

Rail Operations Centre 04-Aug-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				
	Subcontractor				[redacted]
				Sub Total	[redacted]
	Supervision & Site Staff				
	Project Manager			[redacted]	
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager (2nd August to 30 September)	9	weeks		
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries				

AW EDWARDS

AWE VARIATION CLAIM

NO. 24

Project : **Rail Operations Centre**

Project No: 575
Date: 12-Aug-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
Refer	**Supply of Lockers and Frames to FRNSW Temporary Training Facility** TNSW-GCOR-000279		
	Design Fees As per attached break up		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
		Sub-Total A	
		Adjustment to Management Fee (3.5%)	
		Sub-Total B	
		OH/P (2.5%)	
		Net Total (excluding GST)	

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 24**

Rail Operations Centre 12-Aug-16

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				
	Trade Works - Per Davell quote J216462 dated 9/8/16				
1	Supply of Lockers	46	ea		
2	Supply of stands with seats	71	ea		
3	Fix stands to site & delivery	1	item		
	Sub Total				
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager (2nd August to 30 September)				
	Foreman				
	Safety Manager				
	Engineering Manager				
	Carpenter				
	Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

[redacted]

AW EDWARDS

AWE VARIATION CLAIM

NO. 25

Project : **Rail Operations Centre**

Project No: 575
Date: 1-Jul-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Building re-design (NOD004) - Design Delay Mitigation **Continuation of Resources**		
Refer	*Sydney Trains advice regarding Project Design Change *Refer AWE NOD 004 *Building Re-design Delay Mitigation * TNSW-GCOR-000292		
	Design Fees None applicable to these works		
	Trade Costs As per attached break up		[redacted]
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		$
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		$
	OH/P (2.5%)		
	Net Total (excluding GST)		$

Notes:

1 The above does not include any additional fees such as site inspections, further certificates,

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 25**
Rail Operations Centre 01-Jul-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				[redacted]
	Sub Total				[redacted]
	Supervision & Site Staff				
	Project Manager - Nil cost		weeks	[redacted]	
	Site Manager - Nil cost		weeks		
	Contracts Manager - Nil cost		weeks		
	Cost Planner - 100% allocation - [redacted] Update Cost Plan & BOQ based on revised design and provide ongoing cost planning advice	3	weeks		
	Cost Planner - 50% allocation - [redacted] Update Cost Plan & BOQ based on revised design and provide ongoing cost planning advice	2	weeks		
	Design Manager - 85% allocation - [redacted] Assist with the management of the design to mitigate delays	9	weeks		
	Structural Engineer - incl. Provide ongoing peer review of structural design, assist with preparation of trade packages to mitigate delays				
	Sub Total				
	Preliminaries				
			item		
			item		
	Sub Total				

AW EDWARDS

AWE VARIATION CLAIM

NO. 26

Project : **Rail Operations Centre**

Project No: 575
Date: 25-Aug-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
Refer	**Security Enclosure around FRNSW New External MSB** JACOBS-ADVICE-000049 New MSB Security Concerns **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 26**

Rail Operations Centre 25-Aug-16

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Structural Engineers Design	8	hr	[redacted]	
	Sub Total				
	Trade Works - Per T-Fabrications quotation dated 23/8/16				
	Supply materials and labour for the fabrication & installation of steel enclosure to MSB, includes: > Site measure, galvanised finish, wall sheeting, flashings, hardware, 2 x gates/doors, 10 x 900 x 400mm concrete footings.	1	item		
	Other items:				
	> Earthing	1	item		
	> Gravel pavement and edging within enclosure	1	item		
	Excludes: > Electrical / services ground scanning.				
	Sub Total				
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager (2nd August to 30 September)				
	Foreman				
	Safety Manager				
	Engineering Manager				
	Carpenter				
	Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

AW EDWARDS

AWE VARIATION CLAIM

NO. 27A

Project : **Rail Operations Centre**

Project No: 575
Date: 16-Jan-17

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
Refer	**Electrical Metering to FRNSW Temporary Training Facility** Section J report in accordance with the BCA 2016 prepared by Sustainability House (Ref: SH78491, dated 11/5/16), part of the Crown Certificate documentation Item 12. **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 27A**

Rail Operations Centre 16-Jan-17

Item	Description	No.	Unit	Rate	Total
	Design Fees				0
	Sub Total				**0**
	Trade Works - Per Barnwell Cambridge quotation dated 12/01/17				
	Supply and installation of 3 phase 160amp kw per hour meter to FRNSW distribution board	1	item		[redacted]
	Sub Total				[redacted]
	Supervision & Site Staff				[redacted]
	Project Manager				[redacted]
	Assistant Project Manager				[redacted]
	Contracts Administrator				[redacted]
	Services Co-ordinator				[redacted]
	Trade Co-ordinator				[redacted]
	Cadet				[redacted]
	Site Manager (2nd August to 30 September)				[redacted]
	Foreman				[redacted]
	Safety Manager				[redacted]
	Engineering Manager				[redacted]
	Carpenter				[redacted]
	Labourer				[redacted]
	Sub Total				[redacted]
	Preliminaries				[redacted]
	Sub Total				[redacted]
					[redacted]

AW EDWARDS

AWE VARIATION CLAIM

NO. 27

Project : **Rail Operations Centre**

Project No: 575
Date: 25-Aug-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
Refer	**Electrical Metering to FRNSW Temporary Training Facility** Section J report in accordance with the BCA 2016 prepared by Sustainability House (Ref: SH78491, dated 11/5/16), part of the Crown Certificate documentation Item 12. **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	[redacted]
	Sub-Total A		[redacted]
	Adjustment to Management Fee (3.5%)		[redacted]
	Sub-Total B		[redacted]
	OH/P (2.5%)		[redacted]
	Net Total (excluding GST)		[redacted]

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 27**

Rail Operations Centre 25-Aug-16

Item	Description	No.	Unit	Rate	Total
	Design Fees			[redacted]	[redacted]
	Sub Total			[redacted]	[redacted]
	Trade Works - Per Fredon quotation dated 24/08/2016			[redacted]	[redacted]
	Switchboard modification			[redacted]	[redacted]
	Supply and installation fo Schneider EM1350 power meter including the following during normal working hours:			[redacted]	[redacted]
	> Site works to install CT's in existing NHP DB	1	item	[redacted]	[redacted]
	> Installation of 300W x 300H x 200D metering panel incorporating EM1350 (installed on left hand side of existing NHP DB).	1	item	[redacted]	[redacted]
	> Wiring from CT's to metering panel	1	item	[redacted]	[redacted]
	> Electrician labour	8	hrs	[redacted]	[redacted]
	> Electrician Supervisor labour	3.5	hrs	[redacted]	[redacted]
	Sub Total			[redacted]	[redacted]
	Supervision & Site Staff			[redacted]	[redacted]
	Project Manager			[redacted]	[redacted]
	Assistant Project Manager			[redacted]	[redacted]
	Contracts Administrator			[redacted]	[redacted]
	Services Co-ordinator			[redacted]	[redacted]
	Trade Co-ordinator			[redacted]	[redacted]
	Cadet			[redacted]	[redacted]
	Site Manager (2nd August to 30 September)			[redacted]	[redacted]
	Foreman			[redacted]	[redacted]
	Safety Manager			[redacted]	[redacted]
	Engineering Manager			[redacted]	[redacted]
	Carpenter			[redacted]	[redacted]
	Labourer			[redacted]	[redacted]
	Sub Total			[redacted]	[redacted]
	Preliminaries			[redacted]	[redacted]
	Sub Total			[redacted]	[redacted]
				[redacted]	[redacted]

AW EDWARDS

AWE VARIATION CLAIM

NO. 29

Project : **Rail Operations Centre**

Project No: 575
Date: 21-Dec-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
Refer	**Cooktop and Rangehood to FRNSW Temporary Training Facility** TNSW-GCOR-000390 **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	
	Sub-Total		
	Adjustment to Management Fee (3.5%)		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 29**

Rail Operations Centre 21-Dec-16

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				[redacted]
	Trade Works				
1	Euromaid - 60cm Freestanding Electric/Gas Oven, White	1	item		
2	Chef - 60cm Fixed Rangehood, 3 Fan Speeds, White	1	item		
3	Shipping & Handling	1	item		
4					
5					
6					
7					
	Sub Total				
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Engineering Manager				
	Carpenter				
	Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

AW EDWARDS

AWE VARIATION CLAIM

NO. 30

Project : **Rail Operations Centre**

Project No: 575
Date: 24-Oct-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
Refer	**Asbestos testing to Demountable Building ceiling panels** AWE-GCOR-000802 Notice of Latent Condition - ACM Label on Demountable Building **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	$
	Sub-Total		$
	Adjustment to Management Fee (3.5%)		$
	OH/P (2.5%)		$
	Net Total (excluding GST)		**$**

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 30**

Rail Operations Centre 24-Oct-16

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				**0**
	Trade Works - Per Greencap quotation dated 09/09/16				
1	Provision of a consultant to be on site including site & travel time	1	item		
2	Laboratory analysis of up to two (2) bulk asbestos samples with analysis on a same day turnaround and issue of NATA-accredited report	1	item		
	Sub Total				
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Engineering Manager				
	Carpenter				
	Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

AW EDWARDS

AWE VARIATION CLAIM

NO. 31

Project : **Rail Operations Centre**

Project No: 575
Date:

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Gridline setout to new dimensions per latest drawing documentation		
	Design Fees As per attached break up		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	$
	Sub-Total		$
	Adjustment to Management Fee (3.5%)		$
	OH/P (2.5%)		$
	Net Total (excluding GST)		**$**

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 31**

Rail Operations Centre 00-Jan-00

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				**0**
	Trade Works **Per SP Site Setout invoice #02016261.** > Recalculate gridline setout per revised documentation > Create new setout files for controller > Remark site gridlines around extent of site > Prepare plan showing marks placed				
1	Field hours	4	hr		[redacted]
2	Office hours	5	hr		
	Sub Total				
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Engineering Manager				
	Carpenter				
	Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

AW EDWARDS

AWE VARIATION CLAIM

NO. 32

Project : **Rail Operations Centre**

Project No: 575
Date: 11-Oct-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
Refer	**Mandible Street Stormwater Investigation Works** As discussed at the PCG Meeting 29/9/16, this proposal includes CCTV investigations of the existing stormwater infrastructure in Mandible Street to understand suitable point of connection for stormwater and enable design to progress. **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	
	Sub-Total		
	Adjustment to Management Fee (3.5%)		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:
1
Conditions:
1
Delays / Time Extensions :
1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 32**

Rail Operations Centre 11-Oct-16

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				
	Trade Works Per SureSearch quotation No. 21593				
	CCTV Inspection:				
1	Inspect required stormwater drainage infrastructure using closed circuit television (CCTV), investigation includes form pits located onsite to Canal down Mandible Street	8			
	Traffic Control:				
2	1 person traffic control (night)	8			
3	Traffic Management Plan and ROL	1			
	Sub Total				
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Engineering Manager				
	Carpenter				
	Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

AW EDWARDS

AWE VARIATION CLAIM

NO. 32A

Project : **Rail Operations Centre**

Project No: 575
Date: 27-Oct-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
Refer	**Mandible Street Stormwater Investigation Works** As discussed at the PCG Meeting 29/9/16, this proposal includes CCTV investigations of the existing stormwater infrastructure in Mandible Street to understand suitable point of connection for stormwater and enable design to progress. **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	$ [redacted]
	Sub-Total		$ [redacted]
	Adjustment to Management Fee (3.5%)		$ [redacted]
	OH/P (2.5%)		$ [redacted]
	Net Total (excluding GST)		**$** [redacted]

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 32A**

Rail Operations Centre 27-Oct-16

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				**0**
	Trade Works				
	Per SureSearch quotation No. 21593				
	CCTV Inspection conducted on 18/10/2016:				
1	Inspect required stormwater drainage infrastructure using closed circuit television (CCTV), investigation includes form pits located onsite to Canal down Mandible Street	8	hr	[redacted]	[redacted]
	Traffic Control conducted on 18/10/2016:				
2	1 person traffic control (night)	8	hr		
3	Traffic Management Plan and ROL	1	item		
	Per SureSearch quotation No. 21698				
	Drain Cleaning:				
4	Jet Vac due to clear blockage discovered on 18/10/2016 during CCTV inspection	1	item		
	Further CCTV Inspection upon blockage being cleared:				
5	Further CCTV inspection once blockage is cleared	1	item		
	Further Traffic Control required:				
6	1 person traffic control (night)	1	item		
7	Traffic Management Plan and ROL	1	item		
	Sub Total				
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Engineering Manager				
	Carpenter				
	Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

AW EDWARDS

AWE VARIATION CLAIM

NO. 34

Project : **Rail Operations Centre**

Project No: 575
Date: 28-Oct-16

To : **Sydney Trains**

Attention: **Darren Gordon**

Item	Description	Deductions	Additions
	Building re-design - Design Delay Mitigation **Continuation of Resources**		
Refer	* Sydney Trains advice regarding Project Design Change * Refer AWE EOT-002 * Building Re-design Delay Mitigation * TNSW-GCOR-000292 * Notice of Delay 012 - CDR Design * Notice of Delay 009 - Facade Tender Documentation * AWE-VC-000021, 28/10/16		
	Design Fees As per attached break up		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
		Sub-Total	
		Adjustment to Management Fee (3.5%)	
		OH/P (2.5%)	
		Net Total (excluding GST)	

Notes:
1

Conditions:
1

Delays / Time Extensions :
1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 34**

Rail Operations Centre 28-Oct-16

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				[redacted]
	Trade Works				
	Sub Total				[redacted]
	Supervision & Site Staff				
	Cost Planner - 50% allocation - [redacted]k 26-Sep-16 to 7-Oct-16	2	weeks		
	Cost Planner - 100% allocation - [redacted] 10-Oct-16 to 25-Nov-16	7	weeks		
	Contracts Administrator - 100% allocation - [redacted] 14-Nov-16 to 27-Jan-17	9	weeks		
	Design Manager - 85% allocation - [redacted] 10-Oct-16 to 27-Jan-17	14	weeks		
	Sub Total				
	Preliminaries				
	Programmer - refer SJA quote dated 21/10/16	1	item		
	Sub Total				

AW EDWARDS

AWE VARIATION CLAIM

NO. 35

Project : **Rail Operations Centre**

Project No: 575
Date: 9-Nov-16

To : **Sydney Trains**

Attention: **Darren Gordon**

Item	Description	Deductions	Additions
Refer	**Delay Costs - EOT 001, Ausco Completion Date** * Sydney Trains determination - TNSW-GCOR-000425, 6 October 2016 **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	$ [redacted]
	Sub-Total Actual Costs		$ [redacted]
	Capped Contract Delay Rate [redacted])		$ [redacted]
	Unrecoverable Delay Costs		$ [redacted]
	Adjustment to Management Fee (3.5%)		[redacted]
	OH/P (2.5%)		[redacted]
	Net Total (excluding GST)		$ [redacted]

Notes:

Conditions:

Delays / Time Extensions :

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 35**
Rail Operations Centre 09-Nov-16

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				[redacted]
	Trade Works				
	Sub Total				
	Supervision & Site Staff				
	Senior Project Manager (50%) - Paul Maher [redacted]	4.5	days		
	Project Manager (100%) - Steven Browne [redacted])	9	days		
	Contracts Manager (50%) - Ben Wakely [redacted])	4.5	days		
	Contracts Administrator (100%) - Nick Nikolovski ($[redacted])	9	days		
	Site Manager (100%) - Colin Danby [redacted])	9	days		
	Services Engineer (100%) - Cathal Wallace ($[redacted])	9	days		
	Cadet (100%) - Daniel Lorenzetto ($240/day + 4% CPI increase)	9	days		
	Structures Engineer - Peter Burns (Incl in Variation Claim VC16)	*0*	*days*		
	Quantity Surveyor - Geraldine Bourne (Incl in Variation Claims VC16, 25 & 34)	*0*	*days*		
	Design Manager - David Oliver (Incl in Variation Claims VC16, 25 & 34)	*0*	*days*		
	Sub Total				
	Preliminaries				
	Site office rent ($14,677/mth + 4% CPI rental increase)	9	days		
	Project Consumables (Total allowance for project $[redacted] over 66 weeks = $[redacted]/day)	9	days	2	
	Mgt Fee & OH/P	6	%	47	
	Sub Total				

AW EDWARDS

AWE VARIATION CLAIM

NO. 40

Project : **Rail Operations Centre**

Project No: 575
Date: 22-Dec-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
Refer	**Long Service Levy** AWE-GCOR-001607		
	Design Fees As per attached break up		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total		
	Adjustment to Management Fee (3.5%)		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1

Conditions:

1 .

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 40**

Rail Operations Centre 22-Dec-16

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				
	Trade Works Levy payable for the Rail Operations Centre project per Long Service Corporation letter dated 20/12/2016, reference no. L1.5-282	1	item		
	Sub Total				
	Supervision & Site Staff Project Manager Assistant Project Manager Contracts Administrator Services Co-ordinator Trade Co-ordinator Cadet Site Manager Foreman Safety Manager Engineering Manager Carpenter Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

AW EDWARDS

AWE VARIATION CLAIM

NO. 42

Project : **Rail Operations Centre**

Project No: 575
Date: 9-Feb-17

To : **Sydney Trains**

Attention: **Darren Gordon**

Item	Description	Deductions	Additions
Refer	**Model for AFC HV Substation Cable Tenching** BC-VARPS-000002 - HV In Ground Modelling Proposal **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	
		Sub-Total	
		Adjustment to Management Fee (3.5%)	
		OH/P (2.5%)	
		Net Total (excluding GST)	

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 42**

Rail Operations Centre 09-Feb-17

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				[redacted]
1	Trade Works Per Barnwell Cambridge quotation dated 9/2/17 For the modelling/co-ordination of the HV in-ground services as per the AFC HV Substation Cable Trenching drawings 0010, 0011, 0012, 0013 & 0014	1	item		[redacted]
	Sub Total				[redacted]
	Supervision & Site Staff Project Manager Assistant Project Manager Contracts Administrator Services Co-ordinator Trade Co-ordinator Cadet Site Manager Foreman Safety Manager Engineering Manager Carpenter Labourer				[redacted]
	Sub Total				[redacted]
	Preliminaries				[redacted]
	Sub Total				[redacted]
					[redacted]

AW EDWARDS

AWE VARIATION CLAIM

NO. 47

Project : **Rail Operations Centre**

Project No: 575
Date: 8-May-17

To : **Sydney Trains**

Attention: **Darren Gordon**

Item	Description	Deductions	Additions
	Distributed Antenna System (DAS) Coordination		
Refer	Quotation from Midson dated 08/05/2017		
	Design Fees		
	As per attached break up		0
	Trade Costs		
	As per attached break up		[redacted]
	Supervision and Site Staff		
	As per attached break up		
	Preliminaries		
	As per attached break up		
		-	$ [redacted]
	Sub-Total		$ [redacted]
	Adjustment to Management Fee (3.5%)		$ [redacted]
	OH/P (2.5%)		$ [redacted]
	Net Total (excluding GST)		**$** [redacted]

Notes:

1

Conditions:

1 This Variation also requires the formal approval of VC-046 (refer AWE-VC-000036) as it includes the required AWE coordination/administration.

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited | **Variation Claim No.** **47**

Rail Operations Centre | **Date:** 08-May-17

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				[redacted]
	Trade Works Per quotation from Midson dated 08/05/2017				[redacted]
Note	**Provision of design management and project management services associated with the works planned to provide mobile phone coverage by means of a Distributed Antenna System (DAS) to the new Rail Operations Centre at Alexandria**				[redacted]
1	Briefing				[redacted]
2	Requirement assessment				[redacted]
3	Carrier agreement with TFNSW				[redacted]
4	Design Coordination – equipment room				[redacted]
5	Design coordination - DAS				[redacted]
6	Room Construction/ DAS installation				[redacted]
7	Commissioning				[redacted]
	Sub Total				[redacted]
	Supervision & Site Staff				[redacted]
	Project Manager				[redacted]
	Assistant Project Manager				[redacted]
	Contracts Administrator				[redacted]
	Contracts Administrator				[redacted]
	Services Co-ordinator			Included, Refer to VC-046	[redacted]
	Trade Co-ordinator				[redacted]
	Cadet				[redacted]
	Site Manager				[redacted]
	Foreman				[redacted]
	Safety Manager				[redacted]
	Engineering Manager				[redacted]
	Carpenter				[redacted]
	Labourer				[redacted]
	Sub Total				[redacted]
	Preliminaries				[redacted]
	Sub Total				[redacted]
					[redacted]
				Total	[redacted]

AW EDWARDS

AWE VARIATION CLAIM

NO. 48

Project : **Rail Operations Centre**

Project No: 575
Date: 10-May-17

To : **Sydney Trains**

Attention: **Darren Gordon**

Item	Description	Deductions	Additions
Refer	**CER Room Scope of Work Changes** AWE-GCOR-002431, Site Meeting dated 21/03/2017 and AWE-GCOR -003174 **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	
	Sub-Total		
	Adjustment to Management Fee (3.5%)		
	OH/P (2.5%)		
	Sub Total (excluding GST)		
	Cost Saving		
	Net Total (excluding GST)		

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				[redacted]
	Trade Works *Refer to attached Barnwell Cambridge breakdown*				
Refer	**FITOUT TO THE CER ROOMS IN LINE WITH ACONEX AWE-GCOR-002431 AND SITE MEETING DATED THE 21/03/2017**				
1	SCOPE CONSISTS OF WARM SHELL FITOUT OR THE CER ROOMS WITH INSTALLATION OF FREE RACKS, TIES CABLES, CABLE PATHWAYS AND POWER SUPPLIES				
Refer	**CHANGES TO CONTROL ROOM IN LINE WITH ACONEX AWE-GCOR -002431 AND SITE MEETING DATED THE 21/03/2017 WITH SYDNEY TRAINS**				
2	SCOPE TO CONSIST OF MPO SOLUTION FROM SUB FLOOR MPO COUPLER TO MPO-LC TERMINATION SYSTEM AT DESK AND ADDITIONAL SUB FLOOR COPPER TIES				
Refer	**CHANGES TO THE FIBRE & CAT 6A CABLING AS PER ACONEX AWE-GCOR -003174**				
3	FOR THE CHANGES TO THE FIBRE CABLING FROM OS2 TO OM3 AND ADDITIONAL CAT6A CABLING TO CONTROL ROOM				
Refer	**DISTRIBUTION BOARDS & LIGHTING CHANGES TO THE CER ROOMS**				
4	SCOPE TO CONSIST OF MPO SOLUTION FROM SUB FLOOR MPO COUPLER TO MPO-LC TERMINATION SYSTEM AT DESK AND ADDITIONAL SUB FLOOR COPPER TIES				
	Sub Total				
	Supervision & Site Staff				
	Sub Total				
	Preliminaries				
	Sub Total				
				Total	

5	**Cost Saving** CHANGES TO CONTRACT SCOPE OF WORKS NOTE: TE7206D V-3 OFFERED IS NOW NOT APPLICABLE AND SUPERSEDED BY THE FOLLOWING				[redacted]

		DESCRIPTION	LENGTHS	RATE	TOTAL
CHANGES TO CONTRACT SCOPE OF WORKS . (NOTE; TE7206D V-3 OFFERED IS NOW NOT APPLICABLE AND SUPERSEDED BY THE FOLLOWING	1	CHANGES TO CONTRACT SCOPE OF WORKS . (NOTE; TE7206D V-3 OFFERED IS NOW NOT APPLICABLE AND SUPERSEDED BY THE FOLLOWING			[redacted]
FITOUT TO THE CER ROOMS IN LINE WITH ACONEX AWE-GCOR-002431 AND SITE MEETING DATED THE 21/03/2017	2	SCOPE CONSISTS OF WARM SHELL FITOUT OR THE CER ROOMS WITH INSTALLATION OF FREE RACKS, TIES CABLES,CABLE PATHWAYS AND POWER SUPPLIES			[redacted]
CHANGES TO CONTROL ROOM IN LINE WITH ACONEX AWE-GCOR -002431 AND SITE MEETING DATED THE 21/03/2017 WITH SYDNEY TRAINS	3	SCOPE TO CONSIST OF MPO SOLUTION FROM SUB FLOOR MPO COUPLER TO MPO-LC TERMINATION SYSTEM AT DESK AND ADDITIONAL SUB FLOOR COPPER TIES			[redacted]
CHANGES TO THE FIBRE & CAT 6A CABLING AS PER ACONEX AWE-GCOR -003174	4	FOR THE CHANGES TO THE FIBRE CABLING FROM OS2 TO OM3 AND ADDITIONAL CAT6A CABLING TO CONTROL ROOM			[redacted]
DISTRIBUTION BOARDS & LIGHTING CHANGES TO THE CER ROOMS	5	FOR THE UPGRADE OF THE CER DB'S & ASSOCIATED WORKS & ADDITIONAL LIGHTING TO THE CER ROOMS SUIT REVISED LAYOUTS			[redacted]
CHANGES TO CONTRACT SCOPE OF WORKS . (NOTE; TE7206D V-3 OFFERED IS NOW NOT APPLICABLE AND SUPERSEDED BY THE FOLLOWING					[redacted]
	1	SAVING TO CONTROL ROOM FIBRE COMMUNICATIONS PROVISIONS WITH THE REDUCTION OF DESK QUANTITIES FROM 94 TO 66 AND BASED ON LC - LC FIBRE CONNECTIONS		Rate $	[redacted]
	2	UPGRADE THE CONTRACT LC-LC CONNECTIONS TO THE CONTROL ROOM DESK (66 LOCATIONS) TO AN MPO -MPO SOLUTION WITH PRE-TERMINATED FIBRE CABLES.		Rate $	[redacted]
	A.	CER RACK WILL HAVE LC TO MPO CASSTTE.			[redacted]
	B.	MPO TO MPO PRE-TERMINATED FIBRE FROM THE RACK TO SUB FLOOR DESK LOCATION			[redacted]
	C.	MPO WITHIN SUB FLOOR TERMINATING AT MPO COUPLER			[redacted]
FITOUT TO THE CER ROOMS IN LINE WITH ACONEX AWE-GCOR-002431 AND SITE MEETING DATED THE 21/03/2017		SCOPE CONSISTS OF WARM SHELL FITOUT OR THE CER ROOMS WITH INSTALLATION OF FREE RACKS, TIES CABLES,CABLE PATHWAYS AND POWER SUPPLIES			[redacted]
Additions CER A		FIBRE FROM A1A RACK TO A5/B10/C9/D1		Rate $	[redacted]
		CABINET INSTALLATION FROM KERB SIDE		Rate $	[redacted]
		FIXINGS, BRACKETS ETC		POA $	[redacted]
	Added	20A CAPTIVE IP56 SINGLE SSO - COMMS RACK		Rate $	[redacted]
	Added	40A 3PH - RECTIFIER RACK		Rate $	[redacted]
	Deleted	450mm TRAY (ORIGINAL ALLOWANCE)	56.0	Rate $	[redacted]
	Added	600mm TRAY (COMMS ABOVE RACKS)	56.0	Rate $	[redacted]
	Added	600mm TRAY (POWER ABOVE RACKS)	56.0	Rate $	[redacted]
	Added	300mm TRAY (COMMS DROPPER)	21.0	Rate $	[redacted]
	Added	300mm TRAY (POWER DROPPER)	14.0	Rate $	[redacted]
	Added	MINITURE CIRCUIT BREAKER 20A SINGLE PHASE		Rate $	[redacted]
	Added	MINITURE CIRCUIT BREAKER 40A THREE PHASE		Rate $	[redacted]
	Added	CER EARTHING AS NOTED ON DRAWING 7008 - 'EARTHING BY SYDNEY TRAINS ' 1C x 16mm^2 CU	12.0	Rate $	[redacted]
	Added	TERMINATION OF EARTHING -LUGS 16MM2		Rate $	[redacted]
Additions CER B		FIBRE FROM A1A RACK TO A5/B10/C9/D1		Rate $	[redacted]
		CABINET INSTALLATION FROM KERB SIDE		Rate $	[redacted]
		FIXINGS, BRACKETS ETC		POA $	[redacted]
	Added	20A CAPTIVE IP56 SINGLE SSO - COMMS RACK		Rate $	[redacted]
	Added	40A 3PH - RECTIFIER RACK		Rate $	[redacted]
	Deleted	450mm TRAY (ORIGINAL ALLOWANCE)	56.0	Rate $	[redacted]
	Added	600mm TRAY (COMMS ABOVE RACKS)	56.0	Rate $	[redacted]
	Added	600mm TRAY (POWER ABOVE RACKS)	56.0	Rate $	[redacted]
	Added	300mm TRAY (COMMS DROPPER)	21.0	Rate $	[redacted]
	Added	300mm TRAY (POWER DROPPER)	14.0	Rate $	[redacted]
	Added	MINITURE CIRCUIT BREAKER 20A SINGLE PHASE		Rate $	[redacted]
	Added	MINITURE CIRCUIT BREAKER 40A THREE PHASE		Rate $	[redacted]
	Added	CER EARTHING AS NOTED ON DRAWING 7008 - 'EARTHING BY SYDNEY TRAINS ' 1C x 16mm^2 CU	12.0	Rate $	[redacted]
	Added	TERMINATION OF EARTHING -LUGS 16MM2		Rate $	[redacted]

		DESCRIPTION	LENGTHS	RATE	
	Added	COMMINUCATION AND POWER DESIGN , DOCUMENTATION,CO-ORDINATION AND MANAGEMENT FOR THE ABOVE SCOPE OF WORKS		Rate	$ [redacted]
CHANGES TO CONTROL ROOM IN LINE WITH ACONEX AWE-GCOR -002431 AND SITE MEETING DATED THE 21/03/2017 WITH SYDNEY TRAINS		SCOPE TO CONSIST OF MPO SOLUTION FROM SUB FLOOR MPO COUPLER TO MPO-LC TERMINATION SYSTEM AT DESK AND ADDITIONAL SUB FLOOR COPPER TIES			
	Added	MPO 12C LEAD FROM SUB FLOOR TO DESK (12C FROM EACH CER)		POA	$ [redacted]
	Added	1 RU FOBOT TO MOUNT WITHIN DESK 19" RACK		POA	$ [redacted]
	Added	2 x 6 DUPLEX CASSTTE (1 FROM EACH CER)		POA	$ [redacted]
	Added	CAT6A OUTLETS 1 FROM EACH CER TO SUB FLOOR FOBOT		Rate	$ [redacted]
	Added	1x ALPHA RAIL C/W 2 GPO'S (1 x RED & 1 x BLACK) & 2 X SOFT WIRED POWER LEADS 10MTS (1 x RED & 1 x BLACK		POA	$ [redacted]
	Added	1 X WHITE SOFT WIRED POWER LEAD 10MTRS FOR GENERAL POWER (OUTLET EXCLUDED)		POA	$ [redacted]
	Added	COMMINUCATION AND POWER DESIGN , DOCUMENTATION,CO-ORDINATION AND MANAGEMENT FOR THE ABOVE SCOPE OF WORKS		Rate	$ [redacted]
CHANGES TO THE FIBRE & CAT 6A CABLING AS PER ACONEX AWE-GCOR -003174		FOR THE CHANGES TO THE FIBRE CABLING FROM OS2 TO OM3 AND ADDITIONAL CAT6A CABLING TO CONTROL ROOM			
	Added	OM3 IN LIEU OF OS2 TO THE CONTROL ROOM (CER TO UNDER FLOOR COUPLER & TO DESK FOBOT)		POA	$ [redacted]
	Added	OM3 IN LIEU OF OS2 TO EACH FLOOR DISTIBUTOR (CER A & CER B TO FD ON EACH FLOOR 6 OFF)		POA	$ [redacted]
	Added	ADDITIONAL CAT6A UNDER CONTROL ROOM FLOOR		Rate	$ [redacted]
DISTRIBUTION BOARDS & LIGHTING CHANGES TO THE CER ROOMS		FOR THE UPGRADE OF THE CER DB'S & ASSOCIATED WORKS & ADDITIONAL LIGHTING TO THE CER ROOMS			
CER A					
	Added	UPGRADE DISTIBUTION BOARD FROM 24 TO 36 WAY		POA	$ [redacted]
	Added	DISTIBUTION BOARD 36 WAY, 3PH		Rate	$ [redacted]
	Added	SUBMAIN FROM UPS BOARD TO NEW DB CER - 4 X 1C 16MM2 + E FIRE RATED	5.0	Rate	$ [redacted]
	Added	TERMINATION OF LUGS 16MM2	5.0	Rate	$ [redacted]
	Added	TYPE S1 LUMINAIRE		Rate	$ [redacted]
	Added	TYPE EM S LUMINAIRE		Rate	$ [redacted]
	Added	TYPE EXIT LUMINAIRE		Rate	$ [redacted]
CER B					
	Added	UPGRADE DISTIBUTION BOARD FROM 24 TO 36 WAY		POA	$ [redacted]
	Added	DISTIBUTION BOARD 36 WAY, 3PH		Rate	$ [redacted]
	Added	SUBMAIN FROM UPS BOARD TO NEW DB CER - 4 X 1C 16MM2 + E FIRE RATED	5.0	Rate	$ [redacted]
	Added	TERMINATION OF LUGS 16MM2	5.0	Rate	$ [redacted]
	Added	TYPE S1 LUMINAIRE		Rate	$ [redacted]
	Added	TYPE EM S LUMINAIRE		Rate	$ [redacted]
	Added	TYPE EXIT LUMINAIRE		Rate	$ [redacted]

AW EDWARDS

AWE VARIATION CLAIM

NO. 49

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-17

To : **Sydney Trains**

Attention: **Darren Gordon**

Item	Description	Deductions	Additions
Refer	**Microsoft Project & Program Consultancy** TNSW-VO-000007 **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	
	Sub-Total		
	Adjustment to Management Fee (3.5%)		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No.** **49**

Rail Operations Centre **Date:** 25-May-17

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				[redacted]
1	Trade Works ***Per quotation from Astrontech dated 20/4/17*** Microsoft Project 2016 Licence	2	item		[redacted]
	Sub Total				[redacted]
	Supervision & Site Staff Project Manager Assistant Project Manager Contracts Administrator Services Co-ordinator Trade Co-ordinator Cadet Site Manager Foreman Safety Manager Engineering Manager Carpenter Labourer				[redacted]
	Sub Total				[redacted]
2	Preliminaries - Programmer ***Per invoices #10710, 10794 & 10795 from Blue Visions*** For work undertaken between 25/02/2017 to 24/04/2017	1	item		[redacted]
	Sub Total				[redacted]
					[redacted]

Note: Blue Vision between period 25/02/2017 to 24/04/2017 converted the Primavera based construction program into Microsoft Project, prepared new baseline program and assisted with EOT programs

AW EDWARDS

AWE VARIATION CLAIM

NO. 50

Project : **Rail Operations Centre**

Project No: 575
Date: 8-Jun-17

To : **Sydney Trains**

Attention: **Darren Gordon**

Item	Description	Deductions	Additions
Refer	**Survey of existing mobile phone coverage** DAS Coordination Meeting #2 (AWE-MM-000130) **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	
	Sub-Total		
	Adjustment to Management Fee (3.5%)		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited | **Variation Claim No.** **50**

Rail Operations Centre | **Date:** 08-Jun-17

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total			[redacted]	
Note 1	Trade Works ***Per quotation #DO300517 from RFI Technology Solutions dated 31/05/2017*** For Midson Group to carry out testing/survey of existing mobile phone coverage signal strength at the ROC site as requested by Sydney Trains	1	item	[redacted]	
	Sub Total			[redacted]	
	Supervision & Site Staff Project Manager Assistant Project Manager Contracts Administrator Services Co-ordinator Trade Co-ordinator Cadet Site Manager Foreman Safety Manager Engineering Manager Carpenter Labourer			[redacted]	
	Sub Total			[redacted]	
	Preliminaries			[redacted]	
	Sub Total			[redacted]	
				[redacted]	

AW EDWARDS

AWE VARIATION CLAIM

NO. 43

Project : **Rail Operations Centre**

Project No: 575
Date: 8-Mar-17

To : **Sydney Trains**

Attention: **Darren Gordon**

Item	Description	Deductions	Additions
	3D Modelling of the CER A & B Rooms		
	Design Fees As per attached break up		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total		
	Adjustment to Management Fee (3.5%)		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 43**

Rail Operations Centre 08-Mar-17

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				
1	Trade Works Per Barnwell Cambridge quotation dated 8/3/17 For modelling, co-ordination and as-built documentation of the CER A & B Rooms as per Appendix A 'Proposed CER Layout in the AC and Structured Cabling Statement of Works v1.1"	1	item		
	Sub Total				
	Supervision & Site Staff Project Manager Assistant Project Manager Contracts Administrator Services Co-ordinator Trade Co-ordinator Cadet Site Manager Foreman Safety Manager Engineering Manager Carpenter Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

[redacted]

AW EDWARDS

AWE VARIATION CLAIM

NO. 44

Project : **Rail Operations Centre**

Project No: 575
Date: 28-Mar-17

To : **Sydney Trains**

Attention: **Darren Gordon**

Item	Description	Deductions	Additions
Refer	**Modeling of Access Floor Pedestals** JACOBS-ADVICE-000572 - Modeling of Access Floor Pedestals **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	$ [redacted]
	Sub-Total		$ [redacted]
	Adjustment to Management Fee (3.5%)		$ [redacted]
	OH/P (2.5%)		$ [redacted]
	Net Total (excluding GST)		**$** [redacted]

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 44**

Rail Operations Centre 28-Mar-17

Item	Description	No.	Unit	Rate	Total
	Design Fees			[redacted]	
	Sub Total				
1	Trade Works Per Tate Access Floors quotation #SQ001753 dated 27/03/2017 Access Floor 3D Revit Shop Drawings	1	item		
	Sub Total				
	Supervision & Site Staff Project Manager Assistant Project Manager Contracts Administrator Services Co-ordinator Trade Co-ordinator Cadet Site Manager Foreman Safety Manager Engineering Manager Carpenter Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

AW EDWARDS

AWE VARIATION CLAIM

NO. 46

Project : **Rail Operations Centre**

Project No: 575
Date: 27-Apr-17

To : **Sydney Trains**

Attention: **Darren Gordon**

Item	Description	Deductions	Additions
	Ongoing Design Finalisation and Co-ordination		
	Design Fees As per attached break up		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	$ [redacted]
	Sub-Total		$ [redacted]
	Adjustment to Management Fee (3.5%)		$ [redacted]
	OH/P (2.5%)		$ [redacted]
	Net Total (excluding GST)		**$** [redacted]

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No.** **46**

Rail Operations Centre **Date:** 27-Apr-17

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				
	Trade Works				
	Sub Total				
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator [redacted]	26	Weeks		
	Coordination & management for period of 6 months				
	Services Co-ordinator - [redacted]	26	Weeks		
	Coordination & management for period of 6 months				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Engineering Manager				
	Carpenter				
	Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

[redacted]

AW EDWARDS

AWE VARIATION CLAIM

NO. 53

Project : **Rail Operations Centre**

Project No: 575
Date: 26-Jun-17

To : **Sydney Trains**

Attention: **Darren Gordon**

Item	Description	Deductions	Additions
Refer	**Additional key management outside the CER rooms** TNSW-INST-000166 **Design Fees** As per attached break up **Trade Costs** As per attached break up **Supervision and Site Staff** As per attached break up **Preliminaries** As per attached break up		[redacted]
		-	
	Sub-Total		
	Adjustment to Management Fee (3.5%)		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No.** **53**

Rail Operations Centre **Date:** 26-Jun-17

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total				
1	Trade Works ***Per attached Barnell Cambridge Variation number EC629/14*** For the supply, installation, commissioning & testing of 1 x additional Key Management System outside the CER rooms as requested (refer TNSW-INST-000166)	1	item		
	Sub Total				
	Supervision & Site Staff Project Manager Assistant Project Manager Contracts Administrator Services Co-ordinator Trade Co-ordinator Cadet Site Manager Foreman Safety Manager Engineering Manager Carpenter Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

[redacted]

AW EDWARDS

AWE VARIATION CLAIM

NO. 55

Project : **Rail Operations Centre**

Project No: 575
Date: 12-Jul-17

To : **Sydney Trains**

Attention: **Darren Gordon**

Item	Description	Deductions	Additions
	Preparation of Subdivision Plans and lodgement		
	Design Fees As per attached break up		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total		
	Adjustment to Management Fee (3.5%)		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited | **Variation Claim No.** **55**

Rail Operations Centre | **Date:** 12-Jul-17

Item	Description	No.	Unit	Rate	Total
	Design Fees				
	Sub Total			[redacted]	
	Trade Works ***Per attached Peter Bolan and Associates quotation 17-0000-e/2 dated 10/07/2017***				
1	Carry out survey to define boundaries of Lot 11 DP 135903, prepare a plan of subdivision into two lots, peg the boundaries and connect to State Survey Marks as required by LPI, prepare final plan of subdivision, creation of Right of Carriage Way and Easement for Drainage for lodging with LPI	1	item		
2	Lodgement of final endorsed plan & Section 88B Instrument electronically at LPI	1	item		
	Sub Total				
	Supervision & Site Staff Project Manager Assistant Project Manager Contracts Administrator Services Co-ordinator Trade Co-ordinator Cadet Site Manager Foreman Safety Manager Engineering Manager Carpenter Labourer				
	Sub Total				
	Preliminaries				
	Sub Total				

ROC INFRASTRUCTURE - VARIATION & CLAIM APPROVAL FORM

CONTRACTOR: A.W. Edwards Pty Ltd (Contract No. **CW55033**)

ST REFERENCE NO.: 5

CONTRACTOR REFERENCE NO.:

SUBJECT: Variation 5

DESCRIPTION:

Main Contractor- AW Edwards has requested the following variations for ROC Infrastructure

Task 1 - V2 Add AWE Resource- in absence of ST's Nic D, for co-ordination of the FRNSW training Facility
Task 2 - V5 GPR Investigation to locate u'ground slab on main ROC site – to mitigate impact of their removal
Task 3 - V6 FRNSW Enabling Works Dilapidation Survey
Task 4 - V7 Update of Site Investigation (Contamination) Report – Main ROC site
Task 5 - V8 ROC Site opening BBQ
Task 6 - V9 FRNSW Enabling Works Construction Traffic Management Plan
Task 7 – V12 Acid Sulphite Soil Management Plan
Task 8 – V14 Extension of Additional AWE Resource (see V2)
Task 9 – V17 Time Lapse Camera
Task 10 – V18 Extension of Additional AWE Resource (see V8)

BASIS OF CLAIM:

The basis of claim is based on additional works approved by Building Manager for the ROC Site.

QUANTUM OF CLAIM:

Task 1 [redacted]
Task 2 [redacted]
Task 3 [redacted]
Task 4 [redacted]
Task 5 [redacted]
Task 6 [redacted]
Task 7 [redacted]
Task 8 [redacted]
Task 9 [redacted]
Task 10 [redacted]

Total Cost [redacted]

These claims have been calculated using the contract schedule of rates – where applicable.

BUDGET AND OTHER COMMENTS:

These costs are within the ROC project budget

ROC INFRASTRUCTURE - VARIATION & CLAIM APPROVAL FORM

ROC Infrastructure review & approval - *Authorising payment*

Reviewed: ..... Date: *Technical*	
Reviewed: ..... Date: Darren Gordon *Commercial Manager*	
Reviewed ..... Date: Dean Cambridge *Building Manager*	
Approved by: ..... Date: Andrew Parker *Program Manager*	

ROC INFRASTRUCTURE - VARIATION & CLAIM APPROVAL FORM

ROC Infrastructure review & approval - *Authorising payment*

Reviewed:		
.....	*Technical*	Date:
Reviewed:		
.....	*Commercial Manager*	Date: 21/12/16.
Darren Gordon		
Reviewed		
.....	*Building Manager*	Date: 22/12/16
Dean Cambridge		
Approved by:		
.....	*Program Manager*	Date: 22/12/16
Andrew Parker		

Task 1

AWE VARIATION CLAIM

AW EDWARDS

NO. 2

ARIBA - VO#5

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Additional AWE Resource		
Refer	Verbal agreement Friday 20 May 2016 Additional AWE resource to assist Colin Danby with co-ordination of the FRNSW Training Facility		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1 Adjustment to Management Fee has not been applied to this variation as the Supervision costs are included within the variation costs

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No. 2**
Rail Operations Centre 25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works			[redacted]	
	Subcontractor				
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager	2	weeks		
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries				

AWE VARIATION CLAIM

AW EDWARDS

NO. 5

ARIBA VO # 5

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	GPR Investigation to Locate Underground Slab		
Refer	AWE-ERA-00003		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		[redacted]
	Supervision and Site Staff As per attached break up		[redacted]
	Preliminaries As per attached break up		[redacted]
		-	[redacted]
	Sub-Total A		[redacted]
	Adjustment to Management Fee (3.5%)		[redacted]
	~~*Sub-Total B*~~		[redacted]
	OH/P (2.5%)		[redacted]
	Net Total (excluding GST)		[redacted]

Notes:

1 No additonal fees are covered within this variation

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited **Variation Claim No.** 5
Rail Operations Centre 25-May-16

Item	Description	No.	Unit	[redacted]
	Trade Works Douglas Partners Proposal dated 9 May 2016	1	No.	
	Supervision & Site Staff Project Manager Assistant Project Manager Contracts Administrator Services Co-ordinator Trade Co-ordinator Cadet Site Manager Foreman Safety Manager Carpenter Labourer			
	Preliminaries			

AWE VARIATION CLAIM

AW EDWARDS

NO. 6

ARIBA VO # 5

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Enabling Works Dilapidation Survey		
Refer	AWE-ERA-00004		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited
Rail Operations Centre

Variation Claim No. 6
25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				
	SageView Quotation No. 1748	1	No.	[redacted]	0
					0
					0
					0
	Supervision & Site Staff				
	Project Manager				0
	Assistant Project Manager				0
	Contracts Administrator				0
	Services Co-ordinator				0
	Trade Co-ordinator				0
	Cadet				0
	Site Manager				0
	Foreman				0
	Safety Manager				0
	Carpenter				0
	Labourer				0
					0
	Preliminaries				
					0
					0

A W Edwards Pty Limited
Rail Operations Centre

Variation Claim No. 7
25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works Douglas Partners Proposal dated 6 May 2016	1	No.	[redacted]	[redacted]
	Supervision & Site Staff Project Manager Assistant Project Manager Contracts Administrator Services Co-ordinator Trade Co-ordinator Cadet Site Manager Foreman Safety Manager Carpenter Labourer				
	Preliminaries				

AW EDWARDS

AWE VARIATION CLAIM

NO. 8

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	ROC Site BBQ		
Refer	AWE-ERA-00006		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1 Costs increased due to change in numbers from 70 to 100

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited
Rail Operations Centre

Variation Claim No. 8
25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				
	Barbehire Tax Invoice No. 205	1	No.	[redacted]	
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries				
	Hire of Equipment - AWE Yard cost as per Inv. No. 100256	1	No.		

AW EDWARDS

AWE VARIATION CLAIM

NO. 9 ARIBA VO # 6

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Enabling Works Construction Traffic Management Plan		
Refer	AWE-ERA-00007		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited
Rail Operations Centre

Variation Claim No. 9
25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				
	GTA Consultants proposal dated 6 May 2016	1	No.	[redacted]	[redacted]
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries				

AW EDWARDS

AWE VARIATION CLAIM

NO. 14 ARIBA VO #6

Project : **Rail Operations Centre**

Project No: 575
Date: 22-Jun-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Extension of Additional AWE Resource		
Refer	Refer to AWE-GCOR-000285 Additional AWE resource to assist Colin Danby with co-ordination of the FRNSW Training Facility		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%		
	Sub-Total B		
	OH/P (2.5%		
	Net Total (excluding GST)		

Notes:

1 Adjustment to Management Fee has not been applied to this variation as the Supervision costs are included within the variation costs

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited
Rail Operations Centre

Variation Claim No. **14**
22-Jun-16

Item	Description	No.	Unit	Rate	Total
	Trade Works			[redacted]	
	Subcontractor				
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager	4	weeks		
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries				

AW EDWARDS

AWE VARIATION CLAIM

NO. 12 ARIBA PO #6

Project : **Rail Operations Centre**

Project No: 575
Date: 25-May-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Acid Sulphate Soil Management Plan		
Refer	AWE-ERA-000010		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1 The above does not include any additional fees such as site inspections, further certificates, FRNSW fees etc.

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited
Rail Operations Centre

Variation Claim No. **12**
25-May-16

Item	Description	No.	Unit	Rate	Total
	Trade Works Douglas Partners Proposal dated 23 May 2016	1	No.	[redacted]	[redacted]
	Supervision & Site Staff Project Manager Assistant Project Manager Contracts Administrator Services Co-ordinator Trade Co-ordinator Cadet Site Manager Foreman Safety Manager Carpenter Labourer				
	Preliminaries				

A W Edwards Pty Limited **Variation Claim No. 18**

Rail Operations Centre 21-Dec-16

Item	Description	No.	Unit	Rate	Total
	Trade Works			[redacted]	
	Subcontractor				
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager	4	weeks		
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries				

AWE VARIATION CLAIM

AW EDWARDS

NO. 18

Project : **Rail Operations Centre**

Project No: 575
Date: 21-Dec-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Further Extension of Additional AWE Resource		
Refer	Refer to AWE-GCOR-000285 Additional AWE resource to assist Colin Danby with co-ordination of the FRNSW Training Facility		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff As per attached break up		
	Preliminaries As per attached break up		
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	Sub-Total B		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1 Adjustment to Management Fee has not been applied to this variation as the Supervision costs are included within the variation costs

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager

A W Edwards Pty Limited
Rail Operations Centre

Variation Claim No. **17**
22-Sep-16

Item	Description	No.	Unit	Rate	Total
	Trade Works				
1	Captivaction Timelapse and Webcam system proposal				
	1.Rental of 1 x camera	1	No.	[redacted]	
	2. Data plan	1	No.		
	3. Solar power system	1	No.		
	4. Installation of 1 x camera	1	No.		
	5. Live streaming set-up	1	No.		
	6. Ongoing service for 18 months (1st month included)	17	mths		
	7. Post production video	1	No.		
2	Telstra 4G Data Plan	18	mths		
3	Credit for Brinno system allowed within AWE tender	1	item		
	Supervision & Site Staff				
	Project Manager				
	Assistant Project Manager				
	Contracts Administrator				
	Services Co-ordinator				
	Trade Co-ordinator				
	Cadet				
	Site Manager				
	Foreman				
	Safety Manager				
	Carpenter				
	Labourer				
	Preliminaries		item		

AWE VARIATION CLAIM

AW EDWARDS

NO. 17

Project : **Rail Operations Centre**

Project No: 575
Date: 22-Sep-16

To : **Sydney Trains**

Attention: **Dean Cambridge**

Item	Description	Deductions	Additions
	Time Lapse Camera		
Refer	Sydney Trains request		
	Design Fees None applicable to these works		[redacted]
	Trade Costs As per attached break up		
	Supervision and Site Staff None applicable to these works		
	Preliminaries None applicable to these works		
	Attached: 1. Brinno camera information (10 pages) 2. Captivaction camera information and proposal (8 pages)		
		-	
	Sub-Total A		
	Adjustment to Management Fee (3.5%)		
	OH/P (2.5%)		
	Net Total (excluding GST)		

Notes:

1

Conditions:

1

Delays / Time Extensions :

1 Not Applicable.

For A.W.Edwards Pty Limited.

Steven Browne
Project Manager