



Transport
for NSW

Deed of Amendment PLR Stage 1 Remediation Contract

Execution Version

Contract Number: ISD-17-6467

Dated *3 September 2017*

Transport for NSW (ABN 18 804 239 602) ("**Principal**")

Ventia Utility Services Pty Ltd (ABN 69 010 725 247) ("**Contractor**")

PLR Stage 1 Remediation Contract

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PLR Stage 1 Remediation Contract

Details

Parties	Principal and Contractor	
Principal	Name	Transport for NSW a NSW Government agency, a corporation constituted by section 3C of the <i>Transport Administration Act 1988</i> (NSW)
	ABN	18 804 239 602
	Address	Level 5, Tower A, Zenith Centre 821 Pacific Highway Chatswood NSW 2067
	Telephone	(02) 9200 0200
	Email	anand.thomas@transport.nsw.gov.au
	Attention	Anand Thomas
	Contractor	Name
ABN		69 010 725 247
Address		Level 4, 495 Victoria Avenue Chatswood NSW 2067
Attention		[REDACTED] General Manager, Environmental Services
Business Days	Sydney, Australia	
Recitals	A	The Principal and the Contractor are parties to the PLR Stage 1 Remediation Contract.
	B	The parties agree to: <ul style="list-style-type: none">(i) extend the Date for Completion of the Portion 1 Works;(ii) proceed with the Portion 2 Optional Works; and(iii) vary the PLR Stage 1 Remediation Contract in accordance with this Deed, including to make amendments to reflect changes to accommodate the Portion 2 Optional Works.

PLR Stage 1 Remediation Contract The PLR Stage 1 Remediation Contract, ISD-17-6467, entered into between the Principal and the Contractor dated 9 May 2018.

Date of deed See Signing Page

PLR Stage 1 Remediation Contract

General terms

1 Interpretation

1.1 PLR Stage 1 Remediation Contract defined terms apply

In this deed, unless the contrary intention appears, words defined in the PLR Stage 1 Remediation Contract that are not defined in this deed have the same meaning when used in this deed.

1.2 Definitions

These meanings apply unless the contrary intention appears:

Amended PLR Stage 1 Remediation Contract means the PLR Stage 1 Remediation Contract as amended by clause 2.1.

PLR Stage 1 Remediation Contract has the meaning given to it in the Details.

Costs includes costs, charges and expenses, including those incurred in connection with advisers.

Details means the section of this deed headed "Details".

Effective Date means the date of this deed.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

2 Variation of PLR Stage 1 Remediation Contract

2.1 Amendment

The parties agree that:

- (a) on and from the Effective Date the PLR Stage 1 Remediation Contract is amended as set out in Schedule 1; and
- (b) each party will be bound by the Amended PLR Stage 1 Remediation Contract as from the Effective Date.

2.2 Confirmation

Each party confirms that, except as provided for in clause 2.1 and Schedule 1:

- (a) no other amendments are made to the PLR Stage 1 Remediation Contract by this deed; and
- (b) the PLR Stage 1 Remediation Contract remains in full force and effect.

2.3 Conflict

If there is a conflict between the PLR Stage 1 Remediation Contract and this deed, the terms of this deed prevail.

3 Portion 2 Notice to Proceed

Parties acknowledge and agree that for the purposes of clause 1.7(c)(i) of the PLR Stage 1 Remediation Contract the Principal directs the Contract to complete the Portion 2 Optional Works for the benefit of the Principal.

4 Effect of deed

This deed and the PLR Stage 1 Remediation Contract must be read:

- (a) as a single integrated document incorporating the amendments effected by this deed; and
- (b) as if the provisions of this deed applied as provisions of the PLR Stage 1 Remediation Contract with reference in those provisions to this deed being taken to be references to both this deed and the PLR Stage 1 Remediation Contract.

5 General

5.1 Notices

All notices and other communication in connection with this deed are governed by, and must be given in the manner provided for in the Amended PLR Stage 1 Remediation Contract.

5.2 Governing law and jurisdiction

- (a) This deed and the transactions contemplated by it are governed by and will be construed according to the laws of New South Wales.
- (b) The parties irrevocably submit to, the non-exclusive jurisdiction of its courts and courts of appeal from time to time the parties will not object to the exercise of jurisdiction by those courts on any basis.

5.3 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to this deed. If so, the signed copies are treated as making up the one document.

5.4 Attorneys

If this deed is executed by any attorney the attorney states by such execution that as at the time of such execution the attorney has received no notice of the revocation of the power of attorney under which the attorney executed this deed.

5.5 No waiver

The fact that a party fails to do, or delays in doing, something the party is entitled to do under this deed, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

5.6 Severability

If a clause or part of a clause of this deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this deed, but the rest of this deed is not affected.

5.7 Costs

The parties agree that each party will pay its own Costs in respect of the drafting, negotiation and execution of this deed.

5.8 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this deed and to perform its obligations under it.

5.9 No partnership

This deed is not intended to create a partnership, fiduciary relationship, joint venture, agency relationship or trust between the parties.

5.10 Counterparts

This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

5.11 Rights cumulative

Except as expressly stated otherwise in this deed, the rights of a party under this deed are cumulative and are in addition to any other rights of that party.

EXECUTED as a deed

PLR Stage 1 Remediation Contract

Schedule 1 - Amendments to the PLR Stage 1 Remediation Contract

1 General Conditions

The General Conditions of Contract are amended as shown in mark-up 'Remediation Contract – 6 Grand Avenue, Camellia' as attached.



Transport
for NSW

Remediation Contract – 6 Grand Avenue, Camellia

ISD-17-6467

Originally dated 9 May 2018 as amended on _____ 2019 **Dated**


Transport for NSW (ABN 18 804 239 602) ("**Principal**")
Ventia Utility Services Pty Ltd (ABN 69 010 725 247) ("**Contractor**")

Remediation Contract – 6 Grand Avenue, Camellia

Details

Parties

Principal	Name	Transport for NSW
	ABN	18 804 239 602
	Address	Level 5, Tower A 821 Zenith Centre, Pacific Highway, Chatswood, NSW 2067 Attention: Program Director, Parramatta Light Rail

Contractor	Name	Ventia Utility Services Pty Ltd
	ABN	69 010 725 247
	Address	Level 4, 495 Victoria Avenue Chatswood NSW 2067 Suite 4, Level 1, Building C – Rhodes Corporate Park, 1 Homebush Bay Drive, Rhodes, NSW 2138
	Attention	 General Manager Executive Manager , Environmental Services

Background	A	The Principal is the landowner of the Site, which has been subject to long term regulation by the EPA under the CLM Act. Due to the Site's contamination conditions, the Portion 1 Barrier Works are required to satisfy the Principal's legal and regulatory obligations as landowner of the Site.
	B	The Principal intends to carry out Portion 1 Barrier Works independently of the Project.
	C	The Principal has been selected by the NSW Government as the proponent for the development and delivery of the Project. If the Project proceeds: <ol style="list-style-type: none">(1) the Principal may require the Contractor to undertake Portion 2 Optional Works;(2) the Principal may novate this Contract to the SOM Contractor; or

-
- (3) Portion 2 Optional Works may be performed by others and not under this Contract.

D This Contract comprises of the:

- (1) Portion 1 Barrier Works; and
- (2) Portion 2 Optional Works, which shall in turn be delivered as:
- (A) Separable Portion 1; and
- (B) Separable Portion 2.

E Recitals F to H below set out the positions under this Contract as they relates to Portion 2 Optional Works with respect to security, liquidated damages and Defects.

F The position with respect to security is as follows:

- (1) within 5 Business Days of receiving the Notice to Proceed, the Contractor must provide the Principal with security in the form of two Unconditional Undertakings each for an amount representing 2.5% of the Contract Sum for Portion 2 Optional Works (**Portion 2 Optional Works Security**); and
- (2) the Principal will release 50% of the Portion 2 Optional Works Security within 10 Business Days of achieving Portion 2 Contract Administrative Completion.

G The position with respect to liquidated damages is as follows:

- (1) the Contractor must pay liquidated damages for each day of delay in achieving the Completion of each Separable Portion;
- (2) if liquidated damages are simultaneously payable in respect of both Separable Portion 1 and Separable Portion 2, then the total rate payable for Portion 2 Optional Works will be capped:
- (A) where the rates payable for each Separable Portion are the same, the rate payable for one Separable Portion; or
- (B) where the rates payable for each Separable Portion are different, the higher of the two rates; and
- (3) if liquidated damages are simultaneously payable in respect of both Portions, then:
- (A) for the period that the rates are payable in respect of each Portion are the same, the total rate will be capped at the rate payable for one Portion; and

(B) for the period that the rates payable are different for each Portion, the total rate will be capped at the higher of the two rates.

H The position with respect to Defects is as follows:

(1) the Defects Liability Period under this Contract shall commence on the Date of Completion of the last Separable Portion achieving Completion for the Portion 2 Optional Works and continue for 24 months (subject to any extensions in accordance with this Contract); and

(2) the Principal shall release the balance of any Portion 2 Optional Works Security in accordance with clause 4.2(a)(iii) and no earlier than the expiry of the Defects Liability Period.

D The Project is being delivered in the following packages:

- (1) this Contract;
- (2) the Infrastructure Works which are being delivered by the Infrastructure Contractor under the Infrastructure Contract;
- (3) the SOM Works which are being delivered by the SOM Contractor under the SOM Contract; and
- (4) the Enabling Works which are being delivered by the Enabling Works Contractor under the Enabling Works Contract.

EJ The Contractor acknowledges the importance of:

- (1) the successful delivery of the Contractor's Activities in accordance with the requirements of this Contract, including all Approvals;
 - (2) producing all necessary documents, and satisfying all of the necessary requirements in order to demonstrate compliance with all Approvals;
 - (3) delivering the Works in accordance with the Works Brief, in a manner which will enable a Site Audit Statement to be issued under section 53B of the CLM Act;
 - (4) compliance with the Program;
 - (5) a whole of Project approach to the Project and the importance of co-ordination and co-operation with the SOM Contractor and the Site Auditor;
 - (6) the safety of the public and all participants during the construction of the Works;
-

(7) the minimisation of disruption to the community; and

(8) the need to approach the performance of the Contractor's Activities in a co-operative and positive manner.

FK Following completion of a public tender process, the Principal selected the Contractor as the successful proponent to design and construct the Works in consideration of the Contract Sum, in accordance with the terms of this Contract.

GL The Principal has reposed trust in the Contractor to deliver the Works:

(1) in accordance with this Contract;

(2) consistently with the matters set out in this Preamble; and

(3) consistently with the Contractor's representation that it has the resources and expertise to perform the Contractor's Activities in accordance with this Contract.

HM In reliance on these representations made by the Contractor and on the basis of the trust reposed by the Principal, the Principal has engaged the Contractor to perform the Contractor's Activities on the terms of this Contract.

The parties agree

(1) The Principal and the Contractor promise to carry out and complete their respective obligations in accordance with the Contract.

(2) Unless the context indicates otherwise, capitalised terms in these Details have the meaning given in the attached General Conditions of Contract.

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General Conditions of Contract

1 Definitions and interpretation

1.1 Definitions

In the Contract, unless the context indicates otherwise:

Accreditation means accreditation (including provisional accreditation) under Part 3, Division 4 of the *Rail Safety National Law*.

Act of Prevention means:

- (a) a breach of the Contract by the Principal;
- (b) any other act of the Principal, the Principal's Representative, or an Other Contractor engaged by the Principal, except where such act is:
 - (i) expressed as not constituting an Act of Prevention pursuant to the provisions of this Contract;
 - (ii) caused by or arising out of the failure by the Contractor to fulfil its obligations under this Contract or any act or omission of an Associate of the Contractor; or
 - (iii) the exercise by the Principal of any of its statutory functions or powers; or
- (c) a Variation the subject of a Direction by the Principal's Representative.

Additional Voluntary Management Proposal has the meaning given in clause 8.2.

Additional Security has the meaning given in clause 4.4(a).

Administrative Completion means Portion 1 Administrative Completion and Portion 2 Administrative Completion, as appropriate.

AFC or Approved for Construction means the Design Documentation prepared to a level of detail, definition and design resolution such that they are capable of being constructed from.

Approval means any licence, permit, registration, consent, approval, determination, certificate, administrative decision, permission, endorsements, conditions or other requirement of any Authority having any jurisdiction in connection with the Works or the Contractor's Activities, or under any applicable Law, and any variations or modifications to them, which must be obtained or satisfied to:

- (a) carry out the Contractor's Activities; or
- (b) occupy or use the completed Works or a completed Portion,

and includes:

- (c) the Part 5 Approval, the RAP, the Voluntary Management Proposal and the CSSI Approval;

- (d) all other relevant approvals under the EP&A Act and the CLM Act; and
- (e) Construction Certificates and Complying Development Certificates.

ASA Authorisation means an authorisation (other than a Project Limitation 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 AEOs 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 Principal'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 Standards Authority or **ASA** 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.

Associate means in relation to a person, any Related Body Corporate of that person and any officer, employee, agent, contractor, consultant, nominee, licensee or adviser of that person or that Related Body Corporate and:

- (a) in the case of the Contractor, includes its Subcontractors and their respective Associates (but does not include the Principal or any of its Associates);
- (b) in the case of the Principal, does not include the Contractor or its Associates; and
- (c) in the case of both parties, does not include the Site Auditor or the Environmental Representative.

Australian Standards means national standards developed by Standards Australia.

Authorised Engineering Organisation or **AEO** means a legal entity to whom the ASA has issued an ASA Authorisation.

Authority includes any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality (and includes the ASA and ONRSR) including a joint regional planning panel and any private electricity, telecommunications, gas or other utility company having statutory rights in relation to the Works or the Contractor's Activities.

Award Date means the date on which this Contract has been completed and signed by the last party to sign.

Best Industry Practice means (subject to any express provisions of this Contract which impose higher standards) the practices which are generally engaged in or observed by experienced and competent designers, builders, operators and maintenance contractors with respect to works similar to the Works which, with respect to any objective, may be expected, in the exercise of its expertise, to accomplish that objective in a manner consistent with recognised highest standards regarding quality, safety and environmental protection, including:

- (a) using effective procurement methods;
- (b) complying with all Law;
- (c) using good quality, new, undamaged equipment and materials for the Works which are suitable for the purpose for which they are required;
- (d) ensuring that all workmanship and construction techniques are of the highest quality and standards; and
- (e) complying with relevant Australian Standards and best practice guidelines.

Building Code of Australia means the uniform set of technical provisions for the design and construction of buildings and other structures throughout Australia that are produced and maintained by the Australian Building Codes Board.

Business Day means a day on which banks are open for general banking business in New South Wales (not being a Saturday, Sunday or public holiday) and excluding 24, 27, 28, 29, 30 and 31 December.

Cash Retention has the meaning given in clause 4.1(d).

Certificate of Final Completion means a certificate referred to in clause 16.1(d), substantially in the form of Schedule 25.

Certificate of Completion means a certificate issued by Independent Certifier certifying that the Contractor has achieved Completion of a Portion or Separable Portion (as relevant) in the form set out in Schedule 17.

Certificate of Administrative Completion means a certificate issued by Independent Certifier certifying that the Contractor has achieved Administrative Completion of a Portion or Separable Portion (as relevant) in the form set out in Schedule 17.

Certified Consultant means a consultant which holds a current and valid certification under one or more of the contaminated land consultant certification schemes which are endorsed by the EPA.

Change in Approval means a change:

- (a) in an Approval which is in existence as at the Award Date; and
- (b) which occurs after the Award Date.

Change in Codes and Standards means a change in Codes and Standards taking effect after the Award Date, excluding a change in the Codes and Standards which, as at the Award Date:

- (a) was published or of which public notice had been given (even as a possible change in the Codes and Standards); or
- (b) a party experienced and competent in the delivery of works and services similar to the Works or the Contractor's Activities would have reasonably foreseen or anticipated.

Change in Law means (if it takes effect after the Award Date):

- (a) a change in an existing Law (other than a change in an Approval); or
- (b) a new Law (other than a new Approval),

compliance with which:

- (c) has a direct adverse effect on the Contractor carrying out the Contractor's Activities; and
- (d) directly results in an increase in the Contractor's costs of carrying out the Contractor's Activities,

but excludes:

- (e) a change in an existing Law in respect of Taxes or a new Law in respect of Taxes; and
- (f) a change in an existing Law or a new Law which, as at the date of this Contract:
 - (i) was published or of which public notice had been given (even as a possible change in an existing Law or a possible new Law); or
 - (ii) a party experienced and competent in the delivery of works and services similar to the Works or the Contractor's Activities (as applicable) would have reasonably foreseen or anticipated.

Claim includes any claim, action, demand or proceeding for relief from or suspension of obligations, for an increase in the Contract Sum, for payment of money (including damages) or for an extension of time:

- (g) under, arising out of, or in any way in connection with, the Contract, including any Direction of the Principal's Representative;
- (h) arising out of, or in any way in connection with, any task, fact, matter, thing or relationship connected with the Contractor's Activities, the Works or either party's conduct before the Contract; or
- (i) otherwise at Law or in equity, including:
 - (i) under, or for breach of, any statute;
 - (ii) in tort (for negligence or otherwise, including negligent misrepresentation); or
 - (iii) for restitution, including restitution based on unjust enrichment.

CLM Act means the *Contaminated Land Management Act 1997* (NSW).

Code of Conduct means the Principal's Code of Conduct which is available at <http://www.rms.nsw.gov.au/documents/about/careers/code-of-conduct-transport.pdf> or upon request from the Principal's Representative, as updated from time to time.

Codes and Standards means:

- (a) the relevant building codes (including the Building Code of Australia), Standards Australia codes, standards, specifications, guidelines, rules, procedures or other publications current at the Award Date (including the *Disability (Access to Premises – Buildings) Standards 2010*), including any specified or required by this Contract;
- (b) if (and to the extent) the codes and standards referred to in paragraph (a) are irrelevant, then relevant international codes, standards,

specifications, guidelines, rules, procedures or other publications current at the Award Date; and

- (c) the Government Policies and Guidelines.

Commissioning has the meaning given in the TfNSW Standard Requirements.

Compensable Cause means:

- (a) a breach of the Contract by the Principal; and
- (b) the events listed in Item 1 of the Key Details.

Completion means Portion 1 Completion ~~and~~ Portion 2 Completion, as appropriate.

Complying Development Certificate means a complying development certificate referred to in section 85 of the EP&A Act.

Confidentiality Undertaking means a deed in the form of Schedule 11.

Configuration Change Acceptance Notice means a notice of that name issued by the Configuration Control Board in respect of Design Documentation.

Configuration Control Board means the board established by the Principal to manage configuration changes for the Infrastructure & Services Division of the Principal's programs and projects in accordance with the Configuration Management Framework.

Configuration Management Framework means the framework established by the ASA from time to time for configuration management.

Consequential or Indirect Loss means:

- (a) any Loss that does not flow directly and naturally from the relevant breach of this Contract or a duty of care; and
- (b) any loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of use, loss of production or failure to realise anticipated savings (whether the loss is direct or indirect),

however, does not include:

- (c) any Loss the subject of an indemnity given by the Contractor in favour of the Principal; and
- (d) any Loss incurred by the Principal to the SOM Contractor.

Construction Certificate means a certificate issued under section 109C(1)(b) of the EP&A Act.

Construction Environmental Management Plan means the project plan of that name required by Law and the TfNSW Standard Requirements.

Construction Plant Insurance means a policy of insurance insuring construction plant that is material to the Contractor's ability to perform the Contractor's Activities against loss, theft, damage or destruction.

Contamination means the presence in, on or under the land of a substance at a concentration above the concentration at which the substance is normally

present in, on or under (respectively) land in the same locality being a presence that presents a risk of harm to human health or any aspect of the environment.

Contract means the contractual relationship between the parties constituted by:

- (a) these General Conditions of Contract;
- (b) the Key Details;
- (c) the Schedules and Annexures (excluding any Information Documents which form part of the Schedules or Annexures); and
- (d) the other documents (if any) referred to in Item 2 of the Key Details.

Contract Sum means:

- (a) in relation to the Portion 1 Works, the amount specified in Item 3(a) the Key Details; and
- (b) if the Principal issues a Portion 2 Notice to Proceed, the aggregate of Item 3(a) and Item 3(b),

as adjusted under the Contract.

Contractor's Activities means all things or tasks which the Contractor is, or may be, required to do to comply with its obligations under this Contract, including:

- (a) the design, construction, commissioning and handover of the Works;
- (b) the provision of Temporary Works;
- (c) Commissioning and Operational Readiness;
- (d) Provisional Sum Work; and
- (e) anything incidental or ancillary to the obligations in paragraphs (a) to (d).

Contractor's Certificate of Completion means a certificate from the Contractor in the form provided for in Schedule 17, certifying that the Contractor considers that Completion of a Portion has been achieved in accordance with this Contract.

Contractor's Certificate of Portion 2 Administrative Completion means a certificate from the Contractor in the form provided for in Schedule 17, certifying that the Contractor considers that Administrative Completion of Portion 2 has been achieved in accordance with this Contract.

Contractor's Certificate of Portion 2 Contract Administrative Completion means a certificate from the Contractor in the form provided for in Schedule 17, certifying that the Contractor considers that Contract Administrative Completion of Portion 2 Optional Works has been achieved in accordance with this Contract.

Contractor's Representative means the person so named in Item 4 of the Key Details or any other person from time to time appointed as the Contractor's Representative in accordance with clause 3.4.

CSI Approval means the Minister's approval of the SSI Application on such terms and conditions as the Principal considers appropriate, copy of which is set out in Annexure G.

CSI Approval Matrix has the meaning given in clause 9(b)(ii).

Date for Completion means in respect of:

- (a) Portion 1 Barrier Works the date or period of time for Portion 1 Completion specified in Item 5 of the Key Details; and
- (b) Portion 2 Optional Works, Separable Portion 1 and Separable Portion 2 the date or period of time specified in Item 5 of the Key Details.

~~the date, or period of time, specified in Item 5 of the Key Details, as adjusted under the Contract.~~

Date for Portion 2 Administrative Completion means the date, or period of time specified in Item 5A of the Key Details, as adjusted under the Contract.

Date of Administrative Completion means in respect of:

- (a) Portion 1 Barrier Works: the date of Portion 1 Administrative Completion; and
- (b) Portion 2 Optional Works: the date set out in a Certificate of Portion 2 Administrative Completion for Portion 2 Optional Works.

Date of Completion means in respect of:

- (a) Portion 1 Barrier Works: the date of Portion 1 Completion as set out in a Notice of Completion; ~~and~~
- (b) Separable Portion 1 ~~Portion 2 Optional Works:~~ the date set out in a Certificate of Completion of Separable Portion 1 of Portion 2 Completion;
- (c) Separable Portion 2: the date set out in a Certificate of Completion of Separable Portion 2; and
- ~~(b)(d)~~ Portion 2: the date set out in a Certificate of Completion of Portion 2 Optional Works.

~~as set out in a Notice of Completion.~~

Date for Portion 2 Contract Administrative Completion means the date for Portion 2 Contract Administrative Completion specified in Item 5B of the Key Details.

Date of Portion 2 Contract Administrative Completion means the date of Portion 2 Contract Administrative Completion set out in the Contractor's Certificate of Portion 2 Contract Administrative Completion.

Date of Final Completion means the date on which Final Completion is achieved, being the date stated by the Principal's Representative in the Certificate of Final Completion.

Defect means any:

- (a) defect, deficiency, fault, error or omission in the Works or Temporary Works, including subsidence, shrinkage and movement outside the required tolerances; or
- (b) other aspect of the Works, Temporary Works or Contractor's Activities that is not in accordance with the requirements of this Contract, including non-compliances, non-conformances and non-conformities.

Defects Liability Period means the period which commences on the Date of Completion of the [last Separable Portion achieving Completion for the Portion 2 Optional Works](#)~~Works or a Portion~~, and which continues for the period described in Item 6 of the Key Details, as extended by clause 11.12.

Deliverables means all items, materials, documentation (including the Design Documentation) and products produced, created or developed for, or provided to, the Principal by or on behalf of the Contractor as part of providing the Works or Contractor's Activities for the purposes of, or in anticipation of, this Contract, irrespective of whether they are produced, created or developed prior to the Award Date.

Design Documentation means:

- (a) all design documentation (including design standards, concrete mix designs, design reports, durability reports, construction descriptions, specifications, models, samples, prototypes, calculations, drawings, shop drawings, digital records, computer software and all other relevant data) in electronic, computer readable and written forms, or stored by any other means, required by this Contract, required for the performance of the Contractor's Activities, or necessary to be produced by the Contractor to design and construct the Works and Temporary Works and documentation (including certificates and check lists) to evidence that the design documentation complies with the requirements of this Contract; and
- (b) computer software (including both source code and object code versions) where the computer software has been specifically created or specifically modified for the purposes of the Contractor's Activities.

Design Life means the period specified for the Works in section 5.6.1 of the Works Brief, commencing on the Date of Completion of the Works ~~or Portion~~ and ending on the day after expiry of the period specified for the Works in section 5.6.1 of the Works Brief.—

Direction means any decision, demand, determination, direction, instruction, notice, order, rejection or requirement in writing, given by a person with the authority to do so.

Enabling Works means the works that the Enabling Works Contractor must design and construct under the Enabling Works Contract.

Enabling Works Contract means the contract between the Principal and the Enabling Works Contractor in respect of the Enabling Works.

Enabling Works Contractor means the contractor appointed under the Enabling Works Contract.

Environment means components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter and any living organism;
- (d) human-made or modified structures and areas; and
- (e) interacting natural ecosystems that include components referred to in paragraphs (a) to (c).

Environmental Harm means any actual or threatened adverse impact on, or damage to, the Environment.

Environmental Representative means the person appointed as the environmental manager by the Principal and notified to the Contractor, or any replacement notified to the Contractor by the Principal's Representative.

EP&A Act means the *Environmental Planning and Assessment Act 1979* (NSW).

EPA means the New South Wales Environmental Protection Authority, a statutory authority established pursuant to the *Protection of the Environment Administration Act 1991* (NSW).

Excepted Risks means:

- (a) any risk specifically excepted in the Contract;
- (b) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any government or public authority; and
- (c) 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 the Contractor's Personnel or subcontractors or the employees or agents of any of these.

Excluded Claim means any claim:

- (a) with respect to a Change in Law under clause 10.5;
- (b) for a Variation directed in accordance with clause 13.1 or clause 13.2;
- (c) for an extension of time to any:
 - (i) -Date for Portion 1 Completion;
 - (ii) Date for Portion 2 Administrative Completion,
 - (iii) Date for Portion 2 Contract Administrative Completion; or
 - (iv) Date for Portion 2 Completion,-under clause 12.7; or
- ~~(e)~~(d) for payment under clause 14.

Extra Land has the meaning given in clause 7.5(a).

Final Completion has the meaning given in clause 16.1(b).

Fit for Purpose means:

- (a) in relation to the Portion 1 Barrier Works, the Works:
 - (i) comply with Law;
 - (ii) achieve the validation criteria defined in the RAP, to demonstrate that the remediation objectives for the Site have been achieved; and

- (iii) will remain fit for their intended purposes, functions and uses as specified in the Works Brief for the Design Life;
- (b) in relation to the Portion 2 Optional Works, the Works:
 - (i) comply with Law;
 - (ii) achieve the validation criteria defined in the RAP, to demonstrate that the remediation objectives for the Site have been achieved;
 - (iii) are compatible with and support the construction of the SaM Works on the Site;
 - (iv) will remain fit for their intended purposes, functions and uses as specified in the Works Brief for the Design Life; and
- (c) in relation to all of the Works, that they otherwise meet and are fit for their intended purposes, functions and uses, as specified in the Works Brief and this Contract.

Force Majeure Event means:

- (a) riot, war, invasion or act of foreign enemies, acts of terrorism, or hostilities;
- (b) industrial action in the form of a strike that is not specific to, or caused by, the Contractor; and
- (c) earthquakes, substantial fire (which is not caused by the Contractor or the Contractor's Personnel) or severe tropical cyclone, but excluding weather conditions, regardless of severity,

but only where such events or circumstances:

- (d) are beyond the reasonable control of the affected party;
- (e) where the affected party is the Contractor, are such that a competent contractor would not have been able to prevent or overcome the effect of such events or circumstances on the performance of the Contractor's obligations under the Contract if it had exercised the care, skill, diligence, prudence and foresight reasonably or ordinarily expected of a competent, qualified, skilled and experienced contractor supplying similar works; and
- (f) are not caused or contributed to in whole or in part by a breach by the affected party (or their Personnel) of the Contract.

General Conditions of Contract means these General Conditions of Contract.

GIPA Act means the *Government Information (Public Access) Act 2009* (NSW).

Government Policies and Guidelines means the following policies and guidelines, as updated from time to time:

- (a) the policies, codes and standards that appear on the Railsafe website at <https://railsafe.org.au/>, including but not limited to:
 - (i) the policy entitled "Health and Safety Policy"; and

- (ii) the applicable specifications on the safety and environment specifications page, available at: <https://railsafe.org.au/safety-and-environment-specifications>;
- (b) the New South Wales Government Code of Practice for Procurement (January 2005);
- (c) the WHS Guidelines;
- (d) the NSW Guidelines;
- (e) the NSW Government Policy on Aboriginal Participation in Construction (1 May 2015, updated 1 August 2016);
- (f) NSW Government Environmental Management Systems Guidelines (3rd edition) (January 2014);
- (g) Training Management Guidelines (February 2009);
- (h) Quality Management System Guidelines for Construction (August 2013); and
- (i) any other government policies that are notified to the Contractor by the Principal from time to time.

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.

GST or Goods and Services Tax means the tax payable, or notionally payable on taxable supplies under the GST Legislation.

IC Deed for Remediation Contract means the deed that will be entered into by the Principal, the Contractor and the Independent Certifier.

Incident means an actual or potential occurrence (such as fire, flood, storm, earthquake, explosion, epidemic or war like action) which endangers or threatens to endanger the safety or health of persons, environmental harm, or destroys or damages property (actual or potential).

Inclement Weather Allowance means the period of delay specified in the Key Details caused by inclement weather for which the Contractor might otherwise have been entitled to make a Claim for an extension of time and for which the Contractor would have been entitled to an extension of time under this Contract.

Independent Certifier means the person engaged by the Principal in accordance with the Independent Certifier Deed.

Independent Certifier's Certificate of Portion 2 Contract Administrative Completion means a certificate from the Independent Certifier in the form provided for in Schedule 17, certifying that the Contractor has achieved Contract Administrative Completion of the Portion 2 Optional Works in accordance with this Contract.

Information Documents means:

- (a) the Reports; and
- (b) all other documents, samples, exhibits and materials in any format or medium including any electronic form provided to the Contractor by or on

behalf of the Principal or the Principal's Representative unless expressly identified as forming part of this Contract,

which are contained on the USB titled 'Remediation Contract – 6 Grand Avenue, Camellia – Information Documents' located in Schedule 16.

Information Documents do not form part of this Contract.

Infrastructure Contract means the contract between the Principal and the Infrastructure Contractor in respect of the Infrastructure Works, which will be entered into after the Award Date.

Infrastructure Contractor means the contractor appointed to undertake the Infrastructure Works pursuant to the Infrastructure Contract.

Infrastructure Works means the design and construction of the infrastructure package for the Project, which is to be delivered under the Infrastructure Contract.

~~**Initial Portion 2 Price** means the price for the Portion 2 Optional Works as contained in Schedule 2.~~

~~**Initial Portion 2 Program** means the program for the Portion 2 Optional Works as contained in Schedule 22.~~

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 its obligations under the Contract for financial reasons;
- (b) execution is levied against a party by a creditor, debenture holders or trustees or under a floating charge;
- (c) 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;
- (d) the party:
 - (i) commits an act of bankruptcy, a bankruptcy petition is presented against the individual or the individual becomes bankrupt or insolvent;
 - (ii) notice is given of a meeting of creditors with a view to the corporation entering into a deed of company arrangement or scheme of arrangement (other than a solvent scheme of arrangement);
 - (iii) makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors;
 - (iv) seeks relief from its obligations to creditors under any bankruptcy, insolvency or analogous Law;
 - (v) files a petition or proposal to take advantage of any act of bankruptcy or insolvency;
 - (vi) an application is made for, a resolution is passed by the directors for the appointment of, or an order is made for 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;

- (vii) a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator is appointed to the corporation;
 - (viii) files a petition or otherwise commences any proceeding seeking any reorganisation, arrangement, composition or readjustment under any applicable bankruptcy, insolvency or analogous Law affecting creditors' rights or consents to, or acquiesces in, the filing of such a petition;
 - (ix) the corporation resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding-up), or a meeting of creditors of a party under administration or a deed of company arrangement resolves that the corporation be wound up;
 - (x) a mortgagee of any property of the corporation takes possession of that property;
 - (xi) the corporation ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business, or disposes or threatens to dispose of all or a substantial part of its assets; or
- (e) any act is done or event occurs which, under applicable Law, has a similar effect to anything mentioned in paragraphs (b), (c) or (d).

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Interface Contractor means an Interface Contractor listed in Item 8 of the Key Details, or otherwise identified by the Principal's Representative, as an Interface Contractor, that is carrying out, or that will carry out, Interface Work.

Interface Work means the work to be executed by Interface Contractors, which will interface with or affect or be affected by the Contractor's Activities and the Works, including that described in the Works Brief.

Interim Site Audit Advice means a written report prepared by the Site Auditor as part of the Site audit process.

Interim Site Management Plan has the meaning given in section 6.3.5.2 of the Works Brief.

Item means the corresponding item in the Key Details.

Key Details means the particulars which appear in Schedule 1.

Key Personnel mean those people specified in Item 14 of the Key Details, including the Contractor's Representative specified in Item 4 of the Key Details.

Latent Condition has the meaning given in clause 7.2.

Law means:

- (a) any legally binding law, Commonwealth, New South Wales or local government legislation, statute, act, requirements, regulation, subordinate legislation, rule, by-law, order, proclamation, decree, ordinance, instrument, directive or code of practice, policy and statutory guidance (but excluding the Building Code of Australia, any other building codes or Standards Australia codes), which is enacted, issued or promulgated by the Commonwealth, or any State or Territory government;
- (b) principles of law and equity established by decisions of courts;
- (c) the Approvals; and
- (d) any other relevant Authority requirements.

Long Term Environmental Management Plan means the document described at clause 6.4.7.2 of the Works Brief.

Loss means:

- (a) any cost, expense, loss, damage, liability or other amount; and
- (b) without being limited by paragraph (a) and only to the extent not prohibited by law, any fine or penalty,

whether direct, indirect, consequential, present, future, fixed, unascertained, actual or contingent and, for the avoidance of doubt, includes Consequential or Indirect Loss.

Material means material in any form, including documents (written or electronic), reports, data and software.

Milestone means each event noted in the column titled "Description" of Schedule 21.

Milestone Date means the date in the column titled "Date" of Schedule 21.

Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for the Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any applicable Law (including the *Copyright Act* 1968 (Cth) or any Law outside Australia), that exists or may come to exist anywhere in the world.

Motor Vehicle Insurance means a policy of insurance covering vehicle third party bodily injury and property damage in respect of all vehicles to be used by the Contractor (whether owned, rented or leased) in connection with the Contractor's Activities.

New Portion has the meaning given in clause 1.10(a).

Nominated Reports means the materials identified in Schedule 24.

Notice of Completion means a notice under clause 15.2(a)(ii) by the Principal's Representative stating that Completion of the ~~Works or a Portion~~ 1 Barrier Works has been achieved.

Notice of Dispute has the meaning given in clause 19.1(b).

NSW Guidelines has the meaning given in clause 6.1 of Schedule 3.

NSW Rail Assets has the meaning assigned to it in the ASA Charter.

NSW Trains means the corporation by that name (ABN 50 325 560 455) constituted by Part 2B of the *Transport Administration (General) Regulation 2005* (NSW).

ONRSR means the Office of the National Rail Safety Regulator established under Part 2 Division 1 of the Rail Safety National Law.

Operational Readiness has the meaning given in the TfNSW Standard Requirements.

Other Contractor means any contractor, consultant, artist, tradesperson or other person engaged by the Principal or other to do work, including any Interface Contractors.

Overhead Costs means the costs referable to the items described in section 2 of Schedule 2.

Parramatta Light Rail or PLR means the Parramatta Light Rail and includes any modification or augmentation to the Parramatta Light Rail.

Part 5 Approval means:

- (a) the Determination and Conditions of Approval under Part 5 of the *Environmental Planning and Assessment Act 1979* (EP&A Act) dated 20 December 2017 ~~and set out in Annexure E to the Works Brief~~, as modified from time to time, and any other Approvals issued from time to time by either the Principal (acting in their capacity as determining authority) under the *Environmental Planning and Assessment Act 1979* (NSW) in respect of the Works; and
- (b) any other conditions of approval, mitigation measures and statement of commitments that are required to be complied with or fulfilled in the documents referred to in paragraph (a).

Permanent Light Rail Corridor means that part of the Site required for the commission, operation and maintenance of the Parramatta Light Rail.

Personal Information means information or an opinion (including information or an opinion forming part of a database), collected, held, used or disclosed in connection with this Contract whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Personnel means:

- (a) in respect of the Contractor, any directors, officers, employees, consultants, agents, Subcontractors and Associates of the Contractor; and
- (b) in respect of the Principal, any directors, officers, employees, consultants, agents and contractors of the Principal (other than the Contractor).

Plant, Equipment and Work means those things used, or work undertaken, by the Contractor to construct the Works or a Portion but which will not form part of the Works or the Portion.

Pollution means direct and indirect alteration of the Environment to its detriment or degradation that involves an emission, including an emission of waste, dust, noise, vibration, odour or any form of radiation.

Pollution Liability (Including Asbestos) Insurance means a policy of insurance in the joint names of the Contractor and the Principal covering:

- (a) the respective rights and interests and liabilities of the Principal, the Contractor, the Principal's Representatives and all Subcontractors from time to time in respect of bodily Injury, environmental damage or property damage; and
 - (b) emergency response costs, restoration costs, or clean-up costs,
- arising out of or in connection with the Contractor's Activities.

Portion means a portion of the Works which is described in Item 10 of the Key Details.

Portion 1 Barrier Works means the works described in in Item 10 of the Key Details, and undertaken in accordance with this Contract.

Portion 1 Administrative Completion means when, in respect of the Portion 1 Barrier Works, the Contractor has achieved Portion 1 Completion and the Site Auditor has given to the Principal's Representative:

- (a) the "Section B" Site Audit Statement; and
- (b) the Site Auditor's report which accompanies the Site Audit Statement referred to in paragraph (a).

Portion 1 Completion means when, in respect of the Portion 1 Barrier Works, each of the following is satisfied:

- (a) the Portion 1 Barrier Works are complete in accordance with this Contract except for minor Defects, which in the opinion of the Principal's Representative:
 - (i) do not prevent the Portion 1 Barrier Works from being reasonably capable of fulfilling the intended purpose of the Portion 1 Barrier Works;
 - (ii) can be rectified without prejudicing the convenient use of the Portion 1 Barrier Works; and
 - (iii) do not prevent the commencement or hinder or in any way delay the design and construction of the SaM Works;
- (b) those Tests which are required by the Contract to be carried out and passed before the Portion 1 Barrier Works reach Portion 1 Completion have been carried out and passed;
- (c) if required by the Works Brief, Commissioning and Operational Readiness has been completed;
- (d) the Contractor has provided the Principal's Representative with the Contractor's Certificate of Completion in the relevant form set out in Schedule 17 for the Portion 1 Barrier Works;

- (e) the Contractor has obtained all Approvals that are required under this Contract to be obtained before Portion 1 Completion and provided such Approvals to the Principal, as required under this Contract;
- (f) the Site Auditor has provided to the Principal's Representative the Interim Site Audit Advice confirming that the Site Auditor has all information and data necessary in order to deliver the Site Audit Statement, on terms satisfactory to the Principal's Representative;
- (g) the Contractor has obtained and provided to the Principal's Representative:
 - (i) all necessary Validation Reports; and
 - (ii) the Interim Site Management Plan, on terms satisfactory to the Principal's Representative;
- (h) given to the Principal's Representative all other documents and information which is required to be handed over under this Contract before Portion 1 Completion; and
- (i) the Contractor has done everything which the Contract requires it to do for Portion 1 Completion.

Portion 2 Administrative Completion means when, in respect of the Portion 2 Optional Works, the Contractor has achieved Portion 2 Completion and each of the following is satisfied: ~~the Site Auditor has given to the Principal's Representative:~~

- ~~(a) the Contractor has obtained all Approvals that are required under this Contract to be obtained before Portion 2 Completion and provided such Approvals to the Principal, as required under this Contract;~~
- ~~(b) the Site Auditor has provided to the Principal's Representative the Interim Site Audit Advice, confirming that the Site Auditor has all information and data necessary in order to deliver the Site Audit Statement, on terms satisfactory to the Principal's Representative; and~~
- ~~(c) the Contractor has obtained and provided to the Principal's Representative all necessary Validation Reports; and~~
- ~~(d) given to the Principal's Representative all other documents and information which is required to be handed over under this Contract before Portion 2 Administrative Completion; and~~
- ~~(a) the Section B Site Audit Statement; and~~
- ~~(b) the Site Auditor's report which accompanies the Site Audit Statement referred to in paragraph (a).~~

Portion 2 Completion means when, in respect of the Portion 2 Optional Works, each of the following is satisfied:

- (a) the Portion 2 Optional Works are complete in accordance with this Contract except for minor Defects, which in the opinion of the Principal's Representative:
 - (i) do not prevent the Portion 2 Optional Works from being reasonably capable of fulfilling the intended purpose of the Portion 2 Optional Works;

- (ii) can be rectified without prejudicing the convenient use of the Portion 2 Optional Works; and
 - (iii) do not prevent the commencement or hinder or in any way delay the design and construction of the SaM Works including (but not limited to) SOM Contractor access;
- (b) those Tests which are required by the Contract to be carried out and passed before the Portion 2 Optional Works reach Portion 2 Completion have been carried out and passed;
- (c) if required by the Works Brief, Commissioning and Operational Readiness has been completed;
- (d) the Contractor has provided the Principal's Representative with the Contractor's Certificate of Completion in the relevant form set out in Schedule 17 for the Portion 2 Optional Works;
- (e) the Contractor has provided to the Principal's Representative a Long Term Environmental Management Plan, on terms satisfactory to the Principal's Representative;
- (f) the Contractor has provided a copy of the hygienist certificates stating that:
- (i) the hygienist found no visible asbestos residue from asbestos removal work in the area, or in the vicinity of this area, where the work was carried out (in the form of the "hygienist certificate" provided in Schedule 17); and
 - (ii) if applicable, air monitoring was carried out by the hygienist or competent person as part of the clearance inspection – the airborne asbestos fibre level was less than 0.01 asbestos fibres/mL; and
- ~~(d)(e) the Contractor has obtained all Approvals that are required under this Contract to be obtained before Portion 2 Completion and provided such Approvals to the Principal, as required under this Contract;~~
- ~~(e)(a) the Site Auditor has provided to the Principal's Representative the Interim Site Audit Advice, confirming that the Site Auditor has all information and data necessary in order to deliver the Site Audit Statement, on terms satisfactory to the Principal's Representative; and~~
- ~~(f) the Contractor has obtained and provided to the Principal's Representative:~~
- ~~(i) all necessary Validation Reports; and~~
 - ~~(ii) the Interim Site Management Plan, on terms satisfactory to the Principal's Representative;~~
- ~~(g)(a) given to the Principal's Representative all other documents and information which is required to be handed over under this Contract before Portion 2 Completion; and~~
- ~~(h)(g) the Contractor has done everything which the Contract requires it to do for Portion 2 Completion.~~

Portion 2 Contract Administrative Completion means when in respect of the Portion 2 Optional Works the Contractor has achieved Portion 2 Administrative Completion and the Principal's Representative has received:

- (a) the Section B Site Audit Statement;
- (b) the Site Auditor's report which accompanies the Section B Site Audit Statement; and
- (c) the Independent Certifier's Certificate of Portion 2 Contract Administrative Completion, and

the Contractor has fulfilled the obligations of the Contract required for the Portion 2 Optional Works.

Portion 2 Optional Works means the works described in in Item 10 of the Key Details, which the Contractor may be required to undertake pursuant to clauses 1.7 and 6.8.

Portion 2 Notice to Proceed means a notice issued by the Principal pursuant to clause 1.7(d)(i).

PPSA means the *Personal Property Securities Act 2009* (Cth) and regulations made under that Act.

Pre-existing Materials means any Materials which are provided, or required to be provided, by or on behalf of the Contractor which are:

- (a) pre-existing as at the Award Date, but do not include any Materials developed by the Contractor or any of its Personnel for the purposes of, or in anticipation of, providing the Works, or carrying out the Contractor's Activities; or
- (b) brought into existence other than as a result of the performance of its obligations under this Contract.

Preliminary Design means the drawings, specifications and other materials contained in the Information Documents.

Principal mean Transport for NSW (ABN 18 804 239 602).

Principal's EDMS means the electronic document management system to be used by the Contractor and the Principal in accordance with this Contract, as notified by the Principal from time to time.

Principal's Representative means the person so nominated in Item 9 of the Key Details, or any other person nominated by the Principal from time to time under clause 3.2 to replace that person.

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.

Program means:

- (a) with respect to the Portion 1 Barrier Works only, the program contained in Part 1 of Schedule 22; and
- (b) with respect to the Portion 2 Optional Works only, the later of either:
 - (i) the program contained in Part 2 of Schedule 22; or

- (ii) ~~the program contained in Schedule 22~~ the program as updated by the Contractor and approved by the Principal under clause 12.2(d).

Prohibited Subcontractor means:

- (a) any Subcontractor:
 - (i) who has made an admission to the Independent Commission Against Corruption that it has engaged in; or
 - (ii) in respect of whom the Independent Commission Against Corruption has made a finding that it has engaged in, corrupt conduct as defined in the *Independent Commission Against Corruption Act 1988* (NSW); or
- (b) any Subcontractor employing an employee in respect of whom paragraphs (a)(i) or (a)(ii) apply.

Project means the Parramatta Light Rail project which will be delivered through the Works, Infrastructure Works, SOM Works, Enabling Works and any preceding, subsequent or consequent works.

Project Work Health and Safety Management Plan means the Project plan of that name required to be provided and implemented pursuant to the TfNSW Standard Requirements.

Provisional Sum Work means the work or goods so described in Item 22 of the Key Details for which the sum of money referred to in Item 22 of the Key Details is included in the Contract Sum.

Public and Product Liability Insurance means a policy of insurance in the joint names of the Contractor and the Principal covering:

- (a) the respective rights and interests and liabilities of the Principal, the Contractor, the Principal's Representatives and all Subcontractors from time to time; and
- (b) the parties' respective liability to each other for loss or damage to property (including the Principal's 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),

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

Qualifying Cause means any one of:

- (a) an Act of Prevention; and/or
- (b) the events listed in Item 11 of the Key Details.

RailCorp means Rail Corporation New South Wales (ABN 59 325 778 353), a corporation constituted by section 4(1) of the *Transport Administration Act 1988* (NSW).

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.

RAP or Remediation Action Plan means the Remediation Action Plan prepared by Golder Associates Pty Ltd and dated 2 November 2017 in accordance with the guidelines of the EPA, attached as Annexure A to the Works Brief.

RCTI has the meaning given in clause 14.14(f).

Recipient has the meaning given in clause 14.14(b).

Reimbursable Work Price means the amount calculated on an open-book basis, on rates to be agreed between the Contractor and the Principal.

Related Body Corporate means:

- (a) in relation to the Principal, any entity controlled by the Secretary of Transport; and
- (b) in relation to any other person, has the same meaning as in the *Corporations Act 2001* (NSW).

Remediation Steps has the meaning given in clause 7.7(d)(ii).

Replacement Certifier means the successor of the Independent Certifier.

Reports means the reports included in Annexure D, which form part of the Information Documents.

Rolling Stock Operator has the meaning given in the Rail Safety National Law.

SaM Site Earthworks Model means the documents set out at Annexure K of the Works Brief.

SaM Works means the works which will be completed pursuant to the SOM Contract, to design, construct, operate and maintain the stabling and maintenance facilities for the Parramatta Light Rail on the Site.

Schedule of Prices means the document (if any) so described in Schedule 2.

Section B Site Audit Statement means a statement certifying those items set out in Section B of the Site Audit Statement.

Separable Portion means Separable Portion 1 or Separable Portion 2.

Separable Portion 1 means the portion of Portion 2 Optional Works to be performed on the shaded area marked 'Separable Portion 1' in Schedule 26.

Separable Portion 2 means all parts of the Portion 2 Optional Works excluding Separable Portion 1.

Services means any service and includes any utilities facility or item of public or private infrastructure, including railway systems, pedestrian and vehicular corridors, water, electricity, gas, fuel, telephone, existing drainage (including

piped, open or subsoil drains), sewerage, industrial waste disposal and electronic communications service.

Site means any land which is owned by the Principal and made available by the Principal to the Contractor to carry out the Contractor's Activities, if any, including any such land described in Annexure F of the Works Brief.

Site Access Date has the meaning given in clause 2.2(a).

Site Audit Statement means a site audit statement issued by an accredited site auditor under section 53B of the CLM Act certifying that the Works have been performed in accordance with the RAP.

Site Auditor means, as at the Award Date, Jason Clay from Senversa Pty Ltd, or any other person nominated by the Principal from time to time to replace that person, provided the replacement person is accredited under the site audit scheme in accordance with the CLM Act.

SOM Contract means the contract between the Principal and the SOM Contractor in respect of the SOM Works, which will be entered into after the date of this Contract.

SOM Contractor means the contractor appointed to undertake the SOM Works pursuant to the SOM Contract.

SOM Deed of Novation means the deed of novation to be entered into by the Principal, the Contractor and the SOM Contractor if this Contract is novated to the SOM Contractor substantially in the form set out in Schedule 23.

SOM Interface Dispute means a dispute in connection with the SOM Contract that involves the conduct of the Contractor or the Contractor's compliance with this Contract.

SOM Tender Process means the tender process that will be conducted in relation to the selection of the SOM Contractor.

SOM Works means the physical works, assets, systems and deliverables that the SOM Contractor must design, construct, manufacture, install, test and commission under the SOM Contract, and includes the SaM Works.

SOP Act means the *Building and Construction Industry Security of Payment Act 1999* (NSW).

SSI Application means the state significant infrastructure application number 8285 dated 19 April 2017 as amended from time to time.

Step-in Event has the meaning given in clause 17.1.

Step-in Party means an agent, attorney or nominee of the Principal (which may be the SOM Contractor), and may be more than one person appointed to act jointly.

Step-in Powers has the meaning given in clause 17.3.

Step-in Rights has the meaning given in clause 17.2(a).

Subcontract includes an agreement for supply of goods or services (including professional services and plant hire) with a Subcontractor, including suppliers and consultants.

Subcontractor means any person engaged by the Contractor for the performance of any of the Contractor's Activities.

Supplier has the meaning given in clause 14.14(b).

Sydney Trains means the corporation by that name (ABN 38 284 779 682) constituted by Part 2A of the *Transport Administration (General) Regulation 2005* (NSW).

Taxes means income, stamp, indirect or other taxes, levies, imposts, deductions, charges, duties (including import duty), compulsory loans and withholdings (including financial institutions duty, debits tax or other taxes whether incurred by, payable by return or passed on to another person) together with interest thereon or penalties, if any, and charges, fees or other amounts made on, or in respect thereof.

Temporary Works means any temporary works required to be carried out or provided by the Contractor for the purpose of the execution of the Contractor's Activities, but not forming part of the Works.

Tests means:

- (a) the tests and procedures specified in the Works Brief which are to be carried out before Completion;
- (b) any other tests required by the Principal's Representative;
- (c) any other tests required to ascertain whether the Works or a specified part thereof meet the requirements of the Contract;
- (d) the tests and procedures specified in the Remediation Works [and](#) Validation Plan (as that term is defined in the Works Brief); and
- (e) the tests and procedures required as part of the Design Documentation which is submitted to the Principal pursuant to clause 6.7,

and each of them is a Test.

TfNSW Standard Requirements or **TSRs** means the documents which appear as Annexure B to this Deed.

Third Party Agreement means an agreement which appears in Annexure E.

~~**Treatment Design** means the approved treatment design in relation to toxicity reduction as described in section 5.4 of the Works Brief.~~

Tripartite Dispute Process means any arbitration, binding expert determination or litigation that is commenced in connection with a SOM Interface Dispute.

Unconditional Undertaking means an unconditional bank undertaking (duly stamped) on terms, and given by a financial institution:

- (a) approved by the Principal;
- (b) in accordance with clause 4.1(c); and
- (c) in accordance with the terms of the unconditional undertaking set out in Schedule 9.

Umbrella IC Deed means the deed that will be entered into by the Principal and the Independent Certifier.

Urgent Defect means any Defect which has, or which in the opinion of the Principal's Representative, might have, any of the following effects:

- (a) is a risk to safety of any person;
- (b) contaminates any place;
- (c) causes an abatement under the SOM Contract; or
- (d) impacts on the construction, commissioning, operation or maintenance of the SOM Works.

Validation Reports has the meaning given in the Works Brief.

Valuable Find has the meaning given in clause 7.8(a).

Variation means, unless otherwise stated in this Contract:

- (a) any change to the Works or the Temporary Works including:
 - (i) any addition, increase, decrease, omission, deletion, demolition or removal to or from the Works or the Temporary Works;
 - (ii) any change to the character or quality, or demolition or removal, of any material or work; or
 - (iii) any change to the levels, lines, positions or dimensions of any part of the Works or the Temporary Works,

but for the avoidance of doubt excludes:

- (b) any changes to the Works or the Temporary Works or the requirements of the Works Brief that are required to ensure the Contractor complies with its obligations under this Contract; and
- (c) any Provisional Sum Work.

Variation Order means an order issued pursuant to clause 13.2.

Voluntary Management Proposal means the voluntary management proposal to be entered into between the EPA and the Principal, substantially in the form attached as Annexure F, as amended from time to time, in accordance with clause 8.2.

WHS Accreditation Scheme means the Australian Government Building and Construction WHS Accreditation Scheme established by the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

WHS Guidelines means the NSW Government Work Health and Safety Management Systems and Auditing Guidelines (5th edition), May 2014 or any document issued from time to time which amends or substitutes this document.

WHS Legislation means legislation relating to health and safety at work including:

- (a) the *Work Health and Safety Act 2011* (NSW);
- (b) the *Work Health and Safety Regulation 2017* (NSW);
- (c) any rail safety legislation in New South Wales, including the *Rail Safety National Law* (NSW) and any rail safety regulations;

- (d) any other legislation in New South Wales or legislation in other States and Territories of Australia addressing work health and safety which applies to the Works, the Temporary Works, any other works or activities under this Contract or the Contractor's Activities; and
- (e) any codes of practice and statutory guidelines issued by any government or regulatory body relating to work health and safety as issued or updated from time to time.

Workers Compensation Insurance means a policy of insurance to insure against liability for death of or injury to employees, including liability by statute and at common law.

Works means the whole of the physical works which the Contractor must complete and hand over to the Principal, a brief description of which appears in Item 12 of the Key Details, including all Variations to the Works.

Works Brief means the:

- (a) document in Annexure A; and
- (b) Voluntary Management Proposal,

and includes all schedules and annexures to the Works Brief.

Works Brief Services means the services set out in the Works Brief.

Works Insurance means a policy of insurance to:

- (a) cover the Principal, the Contractor and all Subcontractors for their respective rights, interests and liabilities; and
- (b) insure 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.

1.2 Interpretation

In this Contract:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) labels used for definitions are for convenience only and do not affect interpretation;
- (c) an obligation or liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
- (d) "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;
- (e) a reference to a party includes a 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 additional trustee;
- (f) a reference to a document (including the Contract) is to that document as varied, novated, ratified or replaced from time to time and includes any agreement or other legally enforceable arrangement created by it

(whether the document is in the form of an agreement, deed or otherwise);

- (g) 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;
- (h) a reference to "regulations" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (i) the obligations of the Principal under and in connection with this Contract are limited to those expressly stipulated in this Contract;
- (j) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (k) 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 the Contract, and a reference to the Contract includes all schedules, exhibits, attachments and annexures to it (excluding any Information Documents which form part of the schedules or annexures);
- (l) if the time for giving any notice, issuing any certificate, making any payment or doing any other act required or permitted by the Contract, falls on a day which is not a Business Day, then the time for giving the notice, issuing the certificate, making the payment or doing the other act will be taken to be on the next Business Day;
- (m) 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;
- (n) the meaning of general words is not limited by specific examples introduced by "including, "for example", "such as" or similar expressions;
- (o) a reference to any thing (including an amount) is a reference to the whole and each part of it;
- (p) a reference to "\$" or "dollar" is to Australian currency; and
- (q) any reference in this deed to "the Contract" or "this Contract" will be taken to be a reference to this deed.

1.3 No bias against drafting party

No term or provision of the Contract will be construed against a party on the basis that the Contract or the term in question was put forward or drafted by or on behalf of that party.

1.4 Provisions limiting or excluding liability

Any provision of the Contract which seeks to limit or exclude a liability of a party, is to be construed as doing so only to the extent permitted by applicable Law.

1.5 Discretion

- (a) Subject to any express provision in the Contract to the contrary:
 - (i) a provision of the Contract which says that the Principal or the Principal's Representative "may" do or not do something is not

to be construed as imposing an obligation on the Principal or the Principal's Representative to do or not do that thing; and

- (ii) there will be no procedural or substantive limitation upon the manner in which the Principal or the Principal's Representative may exercise any discretion, power or entitlement conferred by the Contract.
- (b) Without limiting clause 1.5(a), neither the Principal nor the Principal'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.

1.6 Authorities

- (a) The Contract will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of:
 - (i) the Principal or any other Rail Transport Agency to exercise any of their respective functions and powers pursuant to any legislation; or
 - (ii) the ASA to exercise any of its functions and powers pursuant to the ASA Charter, including any functions or powers required to be exercised by the Principal or any Rail Transport Agency pursuant to any Configuration Management Framework.
- (b) Without limiting clause 1.6(a), anything the Principal, any other Rail Transport Agency or ASA do, or fail to do or purport to do, pursuant to their respective functions and powers either as an AEO or under any legislation or the ASA Charter, will be deemed not to be an act or omission by the Principal under the Contract.
- (c) The Contractor:
 - (i) waives any Claims that it may have against the Principal as a result of the exercise by the Principal, any Rail Transport Agency or the ASA of their respective functions and powers either as an AEO or under any legislation, the ASA Charter or the Configuration Management Framework; and
 - (ii) acknowledges and agrees that:
 - (A) there are many Authorities with jurisdiction over aspects of the Contractor's Activities, the Permanent Light Rail Corridor, and other matters affecting and 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 (including, the exercise by persons (including individuals) acting on behalf of such Authorities of powers and functions including as necessary for such Authorities to comply with their statutory functions and powers); and
 - (C) it bears the full risk of all occurrences of the kind referred to in clause 1.6(c)(ii)(B) and will not be entitled

to make, and the Principal will not be liable for, any Claim arising out of or in any way in connection with such occurrences.

1.7 Contract structure

- (a) The Works are divided into the:
 - (i) Portion 1 Barrier Works; and
 - (ii) Portion 2 Optional Works.
- ~~(b)~~
- (b) The Portion 2 Optional Works consist of:
 - (i) Separable Portion 1; and
 - (ii) Separable Portion 2.
- (c) The Contractor must complete the Portion 1 Barrier Works in accordance with the Contract.
- (d) In relation to the Portion 2 Optional Works, at the latest by the date which is 10 Business Days (or any longer time agreed by the parties in writing) after the Contractor has given the Principal a notice under clause 15.1(a)(i), the Principal will direct the Contractor whether:
 - (i) the Contractor will complete the Portion 2 Optional Works for the benefit of the Principal pursuant to this Contract (being the Portion 2 Notice to Proceed);
 - (ii) the Contract will be novated to the SOM Contractor; or
 - (iii) the Portion 2 Optional Works will be deleted from this Contract and performed by:
 - (A) the Contractor under a separate contract with the SOM Contractor; or
 - (B) others.
 - ~~(B)~~

1.8 Portions and Separable Portions

- (a) In this Contract:
 - (i) the expressions:
 - (A) Administrative Completion;
 - (B) Completion;
 - (C) Date for Completion;
 - (D) Date of Completion;
 - (E) Defect;

~~(F)~~ ~~Defects Liability Period;~~

~~(G)~~(F) liquidated damages; and

~~(H)~~ ~~Notice of Completion; and~~

~~(I)~~(G) Urgent Defect,

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

- (ii) clauses 2, 5.1, 5.3, 11, 12, 15 and 16 apply separately to each Portion and references therein to the Works or the Contractor's Activities mean so much of the Works or the Contractor's Activities as are comprised in the relevant Portion.

(b) The Principal or the Principal's Representative may waive any of the requirements for Completion in respect of a Portion, by notice in writing to the Contractor.

(c) In this Contract:

(i) the expressions:

(A) Date for Completion;

(B) Date of Completion;

(C) Date for Portion 2 Administrative Completion;

(D) Date of Portion 2 Administrative Completion;

(E) Defect;

(F) liquidated damages;

(G) Portion 2 Completion

(H) Portion 2 Administrative Completion; and

(I) Urgent Defect,

and clauses 2, 5.1, 5.3, 11, 12, 15 and 16 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 are comprised in the relevant Separable Portion.

1.9 SOM Novation

- (a) Subject to the giving of a notice pursuant to clause 1.7(d)(ii), the Principal may at any time, in its sole discretion, novate the Contract to the SOM Contractor.
- (b) If the Principal elects to novate the Contract to the SOM Contractor, the Principal will provide the Contractor with a duly completed SOM Deed of Novation and the Contractor must, at the Contractor's cost:

- (i) duly execute the SOM Deed of Novation and return it to the Principal within 5 Business Days of receipt of the SOM Deed of Novation;
 - (ii) procure and deliver a replacement Unconditional Undertaking, in accordance with the provisions of the SOM Deed of Novation; and
 - (iii) procure amendments to the Contractor's insurance policies, in accordance with the provisions of the SOM Deed of Novation.
- (c) If the Contractor fails to properly execute the SOM Deed of Novation within the time period required under clause 1.9(b), then for the purpose of executing the SOM Deed of Novation, the Contractor irrevocably appoints the Principal to be its attorney with full power and authority to complete the particulars and execute, sign, send and deliver in the name of the Contractor the SOM Deed of Novation and all notices, deeds and documents for that purpose.

1.10 Works and Works Brief Services after Completion

- (a) The Principal may direct:
- (i) the design and construction of additional works ("**New Portion**"); and/or
 - (ii) the performance of additional Works Brief Services,
- at any time prior to the Date of Administrative Completion of the last Portion to achieve Administrative Completion.
- (b) If the Principal directs a New Portion pursuant to clause 1.10(a)(i), then:
- (i) (**Defects Liability Period**) the Defects Liability Period for the New Portion will commence on the completion of those works, and the Defects Liability Period for the other Works under this Contract will remain unaffected;
 - (ii) (**Unconditional Undertaking**) the Contractor must provide the Principal with an Unconditional Undertaking in respect of the New Portion, for an amount equal to 5% of the value of the New Portion;
 - (iii) (**Liquidated Damages**) the rate of liquidated damages in respect of the New Portion will be as agreed between the parties (or failing agreement, as reasonably directed by the Principal's Representative) and will be capped at an amount not exceeding 10% of the value of the New Portion;
 - (iv) (**Control of the Site**) if directed by the Principal, the Contractor will remain as principal contractor of the Site, and must satisfy its obligations under this Contract in relation to work, health and safety on the Site;
 - (v) (**Insurance**) the Contractor must maintain or take out all additional insurances which are reasonably required by the Principal; and
 - (vi) (**Pricing**) the parties will agree the Reimbursable Work Price for the New Portion, or in the absence of agreement, the

Reimbursable Work Price for the New Portion will be as reasonably directed by the Principal's Representative.

- (c) If the Principal directs additional Works Brief Services pursuant to clause 1.10(a)(ii), then:
 - (i) **(Insurance)** the Contractor must maintain or take out all additional insurances which are reasonably required by the Principal; and
 - (ii) **(Pricing)** the parties will agree the Reimbursable Work Price for the Works Brief Services, or in the absence of agreement, the Reimbursable Work Price for the additional Works Brief Services will be as reasonably directed by the Principal's Representative.
- (d) Any Contractor's Activities, Works or Works Brief Services carried out under this clause 1.10 must:
 - (i) be carried out diligently and within time frames agreed by the parties;
 - (ii) be completed to the standards stipulated in this Contract, as if:
 - (A) the New Portion are "Works"; and
 - (B) the new services are "Works Brief Services",under this Contract;
 - (iii) be undertaken in a manner which does not interfere with the SOM Contract or SOM Contractor; and
 - (iv) be otherwise in compliance with this Contract.
- (e) If the Principal's Representative issues a direction in relation to the pricing or rate of liquidated damages pursuant to this clause and the Contractor disagrees with such a direction, the Contractor may refer the matter to dispute in accordance with clause 19.

2 Parties' obligations

2.1 Contractor's obligations

The Contractor:

- (a) must commence the Contractor's Activities:
 - (i) in relation to Portion 1 Barrier Works, immediately; and
 - (ii) in relation to Portion 2 Optional Works, upon the issue of a Portion 2 Notice to Proceed;
- (b) must perform and complete the Contractor's Activities in accordance with, and to fulfil the requirements of:
 - (i) this Contract; and
 - (ii) Law,

in a manner which is not less than Best Industry Practice, so that the Works are:

- (iii) safe and Fit for Purpose; and
 - (iv) must fulfil and comply with the requirements of this Contract;
- (c) must, subject to clause 2.2(a), commence construction of:
- (i) Portion 1 Barrier Works within 40 Business Days of the Site Access Date; and
 - (ii) Portion 2 Optional Works in accordance with the Portion 2 Notice to Proceed; and
- (d) must perform the Works Brief Services in accordance with, and fulfil the requirements of:
- (i) this Contract; and
 - (ii) Law,

in a manner which is not less than Best Industry Practice, so that the Works Brief Services are:

- (iii) safe and Fit for Purpose; and
 - (iv) fulfil and comply with the requirements of this Contract; ~~and~~
- (e) must not do, or permit anything to be done, which would impede or interfere with the grant of a Site Audit Statement for the Site, at any stage; and
- (f) warrants that each Portion will be safe and Fit for Purpose upon Completion of the relevant Portion,

unless otherwise expressly stated, at its cost and in accordance with the requirements of this Contract.

2.2 The Principal's obligations

The Principal must:

- (a) give the Contractor sufficient access to the Site to allow it to commence work on the Site, on the date which is 10 Business Days after the last to occur of:
- (i) in relation to:
 - (A) Portion 1 Barrier Works: the date the Contractor's Representative delivers a written notice to the Principal, notifying the Principal of the date it wishes to commence construction on the Site; and
 - (B) Portion 2 Optional Works: in accordance with the Portion 2 Notice to Proceed;
 - (ii) the date that the Contractor has provided the Principal's Representative with:

- (A) any required Unconditional Undertaking and parent company guarantee required under clause 4;
 - (B) evidence of any insurance taken out by the Contractor which is required under the Contract; and
 - (C) evidence that the Contractor has complied with the requirements of Annexure G of the Works Brief and the TfNSW Standard Requirements in respect of Site access; and
- (iii) the date specified in Item 13 of the Key Details, (“**Site Access Date**”). A delay or failure by the Principal to give the Contractor access of the Site or any part of the Site shall not constitute a breach of this Contract;
- (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; and
 - (c) pay the Contract Sum.

2.3 Works Brief Services

- (a) The Contractor must perform the Works Brief Services efficiently, safely, reliably and in a manner that ensures that the Works Brief Services are undertaken in accordance with, and fulfil the requirements of:
 - (i) Law;
 - (ii) Best Industry Practice;
 - (iii) the Works Brief;
 - (iv) the TfNSW Standard Requirements; and
 - (v) the other requirements of the Contract (including any performance guarantees or other performance levels or performance requirements stated in the Contract).
- (b) The Contractor must perform all such work and supply all such materials, services and equipment necessary for the performance of the Works Brief Services in accordance with this Contract.

3 Personnel

3.1 The Principal's Representative

- (a) Subject to clause 10.15(e)(i) the Principal's Representative will give Directions and carry out all of its other functions under the Contract as the agent of the Principal (and not as an independent certifier, assessor or valuer).
- (b) The Contractor must comply with any Direction by the Principal's Representative given or purported to be given under a provision of the Contract.

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

3.2 Replacement of the Principal's Representative

- (a) The Principal may at any time replace the Principal's Representative, in which event the Principal will appoint another person as the Principal's Representative and notify the Contractor of that appointment.
- (b) Any substitute Principal's Representative appointed under this clause 3.2 will be bound by anything done by the former Principal's Representative to the same extent as the former Principal's Representative would have been bound.

3.3 The Principal's Representative's representative

The Principal's Representative may:

- (a) by written notice to the Contractor, appoint persons to exercise any of the Principal'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 clause 3.3(a) by notice in writing to the Contractor.

All references in the Contract to the Principal's Representative include a reference to a representative appointed under this clause 3.3.

3.4 Contractor's Representative

- (a) The Contractor must ensure that the Contractor's Representative is present on the Site at all times which are reasonably necessary to ensure that the Contractor is complying with its obligations under the Contract.
- (b) A Direction is deemed to be given to the Contractor if it is given to the Contractor's Representative.
- (c) Matters within the knowledge of the Contractor's Representative are deemed to be within the knowledge of the Contractor.
- (d) If the Principal's Representative makes a reasonable objection to the appointment of a representative by the Contractor, the Contractor must terminate the appointment and appoint another representative within 10 Business Days of being notified by the Principal's Representative, subject again to the reasonable objection of the Principal's Representative.

3.5 Key Personnel

The Contractor must:

- (a) employ the Key Personnel in the jobs specified in Item 14 of the Key Details;
- (b) subject to clause 3.5(c), not replace the Key Personnel without the Principal's Representative's prior written approval; and

- (c) if any of the Key Personnel die, become seriously ill or resign from the employment of the Contractor, replace them with persons approved by the Principal's Representative of at least equivalent experience, ability and expertise.

3.6 Removal of persons

- (a) The Principal'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 Principal's Representative, is guilty of misconduct or is incompetent or negligent, or whose involvement is not in the best interests of the Principal.
- (b) The Contractor must ensure that any person which is removed pursuant to clause 3.6(a) is not again employed in the Contractor's Activities.

4 Security

4.1 Form of security

- (a) Within 5 Business Days of the Award Date, the Contractor must provide the Principal with security in the form of two Unconditional Undertakings, each for an amount representing 2.5% of the Contract Sum for the Portion 1 Barrier Works (the Unconditional Undertaking being for an aggregate amount of 5% of the Contract Sum for the Portion 1 Barrier Works).
- (b) Within 5 Business Days of receiving the Portion 2 Notice to Proceed, the Contractor must provide the Principal with security in the form of two Unconditional Undertakings each for an amount representing 2.5% of the Contract Sum for the Portion 2 Optional Works (the Unconditional Undertaking being for an aggregate amount of 5% of the total Contract Sum for the Portion 2 Optional Works).
- (c) The Unconditional Undertakings must be issued by a bank:
 - (i) which is authorised under section 9 of the *Banking Act 1959* (Cth), which has its principal place of business in Australia; and
 - (ii) that has a credit rating of at least A- by Standard and Poor's (Australia) Pty Limited or A3 by Moody's Investors Service Inc.
- (d) If the Contractor fails to provide any of the Unconditional Undertakings required by clause 4.1(a) or 4.1(b) then the Principal may retain from any payment otherwise due to the Contractor amounts up to the amount of the Unconditional Undertakings not provided under clause 4.1(a) or 4.1(b) ("**Cash Retention**").
- (e) The Cash Retention will be:
 - (i) the property of the Principal;
 - (ii) not held on trust for the Contractor; and
 - (iii) paid to the Contractor 5 Business Days after the Contractor provides the Unconditional Undertakings required by clause 4.1(a) or 4.1(b), as the case may be.
- (f) The Principal may:

- (i) at any time, make demand on and convert the Unconditional Undertakings into cash; and
- (ii) utilise the proceeds of the conversion of the Unconditional Undertakings and the Cash Retention:
 - (A) to pay for any costs, expenses or damages which the Principal claims that it has incurred, or might in the future incur, as a consequence of any act or omission of the Contractor which the Principal asserts constitutes a breach of this Contract by the Contractor;
 - (B) to satisfy any amount which the Principal asserts is payable by the Contractor pursuant to the Contract; and
 - (C) in the event of:
 - (aa) a termination of this Contract by the Principal; or
 - (ab) an Insolvency Event.
- (g) It is not necessary for the Principal to establish the validity of the claim before demanding, converting, utilising or dealing with the Unconditional Undertaking or Cash Retention.
- (h) The Contractor must not take any steps whatsoever to injunct the issuer of the Unconditional Undertakings or the Principal in respect of converting or dealing with the Unconditional Undertaking or Cash Retention.
- (i) If the Principal demands, converts, utilises or deals with the Unconditional Undertaking or Cash Retention, the Principal:
 - (i) does not hold the amount received on trust for the Contractor; and
 - (ii) is not obliged to pay the Contractor interest on that amount.
- (j) If the Principal demands, converts, utilises or deals with the Unconditional Undertaking or Cash Retention and it is later established that the Principal was not entitled to demand, convert, utilise or deal with the Unconditional Undertaking or Cash Retention the Principal must return the amount demanded to the Contractor which will be the sole remedy of the Contractor arising out of the Principal's conversion of or dealing with the Unconditional Undertaking or Cash Retention.
- (k) The Contractor is responsible for all stamp duty (including penalties, if applicable) payable in connection with:
 - (i) the Unconditional Undertaking; and
 - (ii) any conversion of the Unconditional Undertaking.

4.2 Release of security

- (a) Subject to its rights to have recourse to the security, the Principal must:
 - (i) within 10 Business Days of achieving Administrative Completion for the Portion 1 Barrier Works, release from the security held under clause 4.1(a), an amount equal to the lesser of:

- (A) 50% of the security required under clause 4.1(a); and
 - (B) an amount determined by the Principal's Representative to be reasonable to ensure the Principal's interests are not prejudiced;
- (ii) within 10 Business Days of achieving [Portion 2 Contract](#) Administrative Completion for the Portion 2 Optional Works, release from the security held under clause 4.1(b), an amount equal to the lesser of:
- (A) 50% of the security required under clause 4.1(b); and
 - (B) an amount determined by the Principal's Representative to be reasonable to ensure the Principal's interests are not prejudiced;
- (iii) release the balance of the security then held:
- (A) when the last Defects Liability Period (including any extensions under clause 11.12) has expired;
 - (B) when the Contractor has provided the Principal with the final payment claim required by clause 14.9;
 - (C) when the Contractor has complied with all of its obligations under the Contract; and
 - (D) on the final resolution of any Dispute, including the payment of any costs orders and other judgement or award made in favour of the Principal.
- (b) If the Principal terminates the Contract pursuant to clause 18.7 then to the extent that the Principal has not had recourse to it, the Principal must release all security then held by it when the Contractor has complied with its obligations under clause 18.8(c).

4.3 Replacement security

- (a) If:
- (i) the Principal holds security provided under clause 4.1 which contains an expiry date which is earlier than the date upon which the Principal is required to return the security to the Contractor; or
 - (ii) the credit rating of the issuing bank falls below the rating required under clause 4.1(c),

the Contractor must, on or before the date which is 20 Business Days prior to the expiry date for that security or within 48 hours of the credit downgrade (as applicable), provide the Principal with replacement security from a bank with the required credit rating in the form of an Unconditional Undertaking in exchange for the security which is being replaced.

- (b) If clause 4.3(a) applies in respect of any Unconditional Undertaking and the Principal has not received from the Contractor replacement security in the form of an Unconditional Undertaking at least 20 Business Days prior to the expiry date for that Unconditional Undertaking then, irrespective of anything contained in, and without limiting the Principal's

rights, the Principal may make a demand under any Unconditional Undertaking for the entire amount payable under that Unconditional Undertaking and thereafter retain the proceeds.

- (c) Subject to the Principal's rights to use these proceeds, the proceeds from any demand made by the Principal pursuant to clause 4.3(b) will be paid to the Contractor at the same time as the Principal would have been required to return the Unconditional Undertaking from which the proceeds were obtained.
- (d) The Contractor acknowledges that damages will not be an adequate remedy for the Principal if the Contractor fails to comply with its obligations under this clause 4.

4.4 Additional Security

- (a) If the Principal directs a Variation under clause 13.2 which increases the Contract Sum, the Principal may direct the Contractor to provide additional security so as to ensure that the amount of the Unconditional Undertaking then held by it equals 5% of the Contract Sum ("**Additional Security**").
- (b) The Contractor must provide Additional Security in the form of an Unconditional Undertaking within 10 Business Days of a Direction under clause 4.4(a).

4.5 Interest

The Principal:

- (a) is not obliged to pay the Contractor interest on any Unconditional Undertaking or Cash Retention, including the proceeds of any bank guarantee if it is converted into cash; and
- (b) does not hold the proceeds or money referred to in clause 4.5(a) on trust for the Contractor.

4.6 Parent company guarantee

If the Contractor is required in Item 16 of the Key Details to provide a parent company guarantee, the Contractor must, prior to or on the Award Date, provide that parent company guarantee to the Principal's Representative in the form set out in Schedule 10 and duly executed by the person named in Item 16 of the Key Details.

4.7 PPSA

- (a) To the extent that the PPSA applies to any goods, materials or other items supplied by the Contractor to the Principal, the Contractor warrants that:
 - (i) the supply of goods, materials or other items to the Principal does not breach any security agreement the Contractor has with a third party; and
 - (ii) the supply of goods, materials or other items to the Principal is within the ordinary course of the Contractor's business.
- (b) The Contractor indemnifies the Principal against any Claims against, or costs, losses or damages suffered or incurred by the Principal directly or indirectly in connection with any infringement of, or Claim in regard to,

any third party security agreement or security interest under the PPSA arising as a result of:

- (i) the Contractor carrying out the Contractor's Activities; or
- (ii) goods, materials or other items supplied to the Principal by the Contractor infringing that third party's rights under the PPSA.

5 Risks and insurance

5.1 Risk of Works

Save to the extent that loss or damage is caused by an Excepted Risk, the Contractor will bear the risk of and indemnify the Principal against:

- (a) any loss of or damage to:
 - (i) the Works;
 - (ii) Plant, Equipment and Work and Temporary Works; and
 - (iii) unfixed goods and materials (whether on or off Site), including anything provided by the Principal 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 or damage:

(A) to the Portion 1 Barrier Works, either:

(aa) a Notice of Completion is issued for Portion 1 Barrier Works; or

(ab) otherwise, a Notice of Completion is issued for the Portion 1 Barrier Works to reach Completion; or

(B) to the Portion 2 Optional Works, a Certificate of Completion is issued in respect of Portion 2; and

~~to the Works, a Notice of Completion is issued for the Works; and~~

~~(iv) otherwise, a Notice of Completion is issued for the Works to reach Completion; and~~

(b) after of the issue of either:

(i) a Notice of Completion for the Portion 1 Barrier Works; or

(ii) a Certificate of Completion for Portion 2 Optional Works,

~~the issue of a Notice of Completion for the Works,~~ any loss of or damage to the Works arising from any act or omission of the Contractor during the Defects Liability Period ~~or~~ or from an event which occurred prior to the issue of either the:

~~(iii) the~~ Notice of Completion with respect to Portion 1 Barrier Works;
or

~~(iv) Certificate of Completion with respect to Portion 2 Optional Works (as the case may be) for the Works.~~

5.2 Contractor's indemnity

- (a) The Contractor will indemnify the Principal against any Loss incurred by the Principal in respect of:
- (i) damage to, loss or destruction of, or loss of use or access to (whether total or partial), any real or personal property of the Principal (other than property referred to in clause 5.1(a));
 - (ii) any Claim against the Principal in respect of:
 - (A) any illness, personal injury to or death of any person; or
 - (B) damage to, loss or destruction of, or loss of use of or access to (whether total or partial) any real or personal property,

caused by, arising out of, or as a consequence of, any act or omission of the Contractor or its Associates; and
 - (iii) any 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.
- (b) The Contractor's responsibility to indemnify the Principal will be reduced to the extent that an act or omission of the Principal, the Principal's Representative or an Other Contractor contributed to the loss, damage, injury or death.

5.3 Reinstatement

- (a) During the period which the Contractor bears the risk of loss or damage under clause 5.1, the Contractor must, unless otherwise directed by the Principal's Representative:
- (i) promptly replace or otherwise make good any loss of, or repair the damage to; and
 - (ii) (if the loss or damage arises as a result of a faulty or flawed design) redesign in accordance with the provisions of clause 6,

the Works or a Portion, any Plant, Equipment and Work, the Site or any unfixed goods and materials used or to be used in carrying out the Contractor's Activities.
- (b) The Contractor will bear the cost of such redesign, replacement, making good or repair, except to the extent the loss or damage was caused or contributed to by an act or omission of the Principal, the Principal's Representative or an Other Contractor.

5.4 Insurance by the Principal

- (a) The Principal must, from the Award Date, effect the insurance (if any) specified in Item 17 of the Key Details.

- (b) If the Principal is required under this clause 5.4 to effect any insurance, copies of the relevant insurance policies are included in Annexure C.
- (c) The insurance required under this clause 5.4 is subject to the exclusions, conditions and excesses noted in the policies, and the Contractor:
 - (i) must satisfy itself of the nature and extent of the Principal's insurance;
 - (ii) acknowledges that the insurances effected by the Principal do not cover every risk to which the Contractor might be exposed and are subject to deductibles and limits, and the Contractor may at its cost, take out insurance to:
 - (A) insure any risks not insured by the Principal's insurance; or
 - (B) cover any such exclusions, conditions or excesses in that insurance,

which the Contractor wants to insure against or cover;
 - (iii) where it bears the risk of the relevant loss or damage under clause 5.1 or is required to indemnify the Principal under clause 5.2, must bear the cost of any excesses in the Principal's insurance;
 - (iv) will be responsible for paying or bearing all excesses in relation to insured matters under the insurances effected by the Principal in accordance with the policy terms; and
 - (v) may effect its own insurance to cover the amount of any excess.

5.5 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 Principal's Representative, unless the Principal is required to effect any such insurance in accordance with clause 5.4:
 - (i) Workers Compensation Insurance;
 - (ii) Construction Plant Insurance which provides cover against all physical loss or damage to any such Construction Plant;
 - (iii) Motor Vehicle Insurance which provides cover against:
 - (A) loss or damage to the Contractor's vehicles whether owner, hired or leased by the Contractor, in connection with the Contractor's Activities; and
 - (B) third party property damage and injury or death to persons (other than as required by statute) in respect of all vehicles used in connection with the Contractor's Activities; and
 - (iv) Professional Indemnity Insurance which covers the Contractor's liability in respect of breaches of professional duty (whether owed in contract or otherwise) by the Contractor or its

Subcontractors in carrying out the works or the Contractor's Activities,

for at least the amounts specified in Item 18 of the Key Details;

- (b) in relation to the Workers Compensation Insurance, ensure that each of its Subcontractors has similar insurance to the Workers Compensation Insurance covering the Subcontractors' employees;
- (c) on each anniversary of the date of this Contract, or as reasonably required by the Principal, provide the Principal's Representative with certificates of currency in a form acceptable to the Principal (acting reasonably); and
- (d) except in the case of Professional Indemnity Insurance, if the forms of the certificates of currency are not in a form acceptable to the Principal (acting reasonably), it may arrange a time to inspect the policies at the Contractor's insurance brokers' offices.

5.6 Period of insurance

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

- (a) in the case of Works 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;
- (b) in the case of Public and Product 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;
- (c) in the case of Construction Plant 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;
- (d) in the case of Motor Vehicle 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;
- (e) in the case of Professional Indemnity Insurance, until the expiration of 6 years following the Date of Administrative Completion of the last Portion to achieve Administrative Completion;
- (f) in the case of 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
- (g) in the case of Pollution Liability (Including Asbestos) 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.

5.7 Insurers

The insurance which the Contractor is required to have in place under clause 5.5 must be maintained with insurers that:

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

5.8 Insurance obligations

- (a) The Contractor must 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 Principal's Representative;
 - (v) immediately notifies the Principal'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.
- (b) The Contractor must ensure that each insurance which is required to be effected by it under this Contract covers any liability to GST such that the proceeds of any claim under the policy (after payment of GST) are sufficient to fully indemnify the insured who suffers the loss that is claimed.
- (c) The insurances referred to in clause 5.5(a)(ii) and 5.5(a)(iii) must name the Principal and the Contractor and must provide that:
 - (i) all insurance agreements and endorsements (with the exception of limits of liability) name, and operate as if there was a separate policy of insurance covering the Principal and the Contractor;

- (ii) failure by any insured to observe and fulfil the terms of the policy does not prejudice the insurance of any other insured;
- (iii) any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy;
- (iv) a notice to the insurer by one insured will be deemed to be notice by all insured parties; and
- (v) the insurer:
 - (A) waives all rights, remedies or relief to which it might become entitled by way of subrogation against the Principal and the Contractor; and
 - (B) agrees to provide the Principal with a copy.

5.9 Failure to insure

If the Contractor fails to comply with its obligations under clauses 5.5 to 5.8, the Principal may, without prejudice to any other rights it may have, effect the insurance and the cost will be a debt due from the Contractor to the Principal.

5.10 Notice of potential Claim

- (a) The Contractor must:
 - (i) as soon as possible inform the Principal in writing of any occurrence that may give rise to a claim under an insurance policy required by the Contract;
 - (ii) keep the Principal informed of subsequent developments concerning the claim; and
 - (iii) ensure that its Subcontractors similarly inform the Contractor and the Principal in respect of occurrences which may give rise to a claim by them.
- (b) This clause 5.10 will not apply to the extent that the relevant claim is brought by the Principal against the Contractor.

5.11 Cross liability

Where the Contract requires insurance to be effected in joint names, the party effecting the insurance 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.

5.12 Liabilities unaffected

The effecting of insurance by the Contractor or the Principal and the approval of any insurance policy, terms of insurance or insurer by the Principal's Representative does not limit any obligations or liabilities of the Contractor (including the obligation to effect the insurances required by the Contract).

6 Design and documentation

6.1 The Principal's documents

The Principal must provide to the Contractor the documents specified in the Works Brief.

6.2 Contractor's design

- (a) The Contractor must design the Works in accordance with and to fulfil the requirements of the Works Brief, including the RAP.
- (b) The Contractor must:
 - (i) design the parts of the Works and the Temporary Works which the Contract requires it to design and for this purpose prepare all relevant Design Documentation; and
 - (ii) prepare all Design Documentation required for the performance of the Contractor's Activities.

6.3 RAP

- (a) The Principal is responsible for and accepts the risk of the adequacy and accuracy of the RAP.
- (b) If a change is required to deal with any inadequacy or inaccuracy in the RAP, then such change will be a Variation and a Compensable Cause.
- (c) The Contractor may not depart from, or amend, the RAP without the prior written approval of the Site Auditor and the Principal's Representative.
- (d) If the RAP is amended at the request or suggestion of the Contractor, then the Contractor will bear all risk in relation to any delay or cost increase resulting from such change.

6.4 Preliminary Design

Without limiting clause 6.2, the Contractor:

- (a) acknowledges that, prior to the Award Date, the Preliminary Design was created by or on behalf of the Principal;
- (b) acknowledges that the Preliminary Design is incomplete and may contain ambiguities, errors, inconsistencies, discrepancies or omissions;

- (c) warrants that, prior to the Award Date, it checked and carefully reviewed and considered the Preliminary Design to ensure that it is consistent with the requirements of the Contract, including that the works produced pursuant to the Preliminary Design are Fit for Purpose; and
- (d) acknowledges and agrees that the Contractor's warranties (including under clause 6.13), obligations and liabilities under the Contract and at Law, remain unaffected notwithstanding any one or more of the following:
 - (i) that design work (including the Preliminary Design) has been carried out by or on behalf of the Principal and included in the Works Brief;
 - (ii) that any ambiguities, errors, inconsistencies, discrepancies or omissions exist in the Preliminary Design; or
 - (ii) that any part of the Preliminary Design is described or represented by the Principal as having been completed to any particular design stage.

6.5 Contractor's design obligations

The Contractor:

- (a) must:
 - (i) develop the Design Documentation to incorporate the requirements of the Works Brief; and
 - (ii) prepare and complete the design of the Works and the Temporary Works (including the Design Documentation), so that they:
 - (A) are Fit for Purpose; and
 - (B) otherwise comply with Law and the requirements of this Contract; and
- (b) warrants that:
 - (i) it has fully and carefully checked, examined and considered the Preliminary Design, the Works Brief and the Approvals and that it has satisfied itself as to the completeness, correctness, accuracy, appropriateness, suitability and adequacy of them;
 - (ii) it remains responsible for ensuring that the Works and the Temporary Works will satisfy the requirements of Law and this Contract;
 - (iii) the completed design of the Works and the Temporary Works as represented in the Design Documentation will:
 - (A) satisfy the requirements of the:
 - (aa) Works Brief;
 - (ab) Law; and
 - (ac) other requirements of this Contract; and

- (B) be and remain at all relevant times safe and Fit for Purpose; and
- (iv) construction in accordance with the Design Documentation will satisfy the requirements of the:
 - (A) Works Brief;
 - (B) Law; and
 - (C) other requirements of this Contract.
- (c) The warranties given in clause 6.5(b) will not be affected by:
 - (i) any design work carried out by others prior to the Award Date; or
 - (ii) termination of this Contract for any reason.

6.6 Submission of Design Documentation

- (a) The Contractor must submit all Design Documentation:
 - (i) progressively to the Principal's Representative in accordance with the Works Brief, the TfNSW Standard Requirements and the requirements of clause 6.7; and
 - (ii) at the times set out in:
 - (A) Schedule 21;
 - (B) the Works Brief; and
 - (C) the TfNSW Standard Requirements.
- (b) The Contractor must upon each submission of the Design Documentation to the Principal's Representative for review (including at the completion of the design of each design package) ensure that the Design Documentation is accompanied by the following documents:
 - (i) the Contractor's Certificate of Design Compliance in the relevant form set out in Schedule 17;
 - (ii) the Designers' Certificates of Design Compliance in the relevant form set out in Schedule 17;
 - (iii) a register of records of design verification and reviews applicable to the design package and other compliance records required by this Contract (all records being satisfactorily completed and signed);
 - (iv) where the design the subject of the Design Documentation must have Approval prior to being implemented, then the Contractor must with the Design Documentation submit evidence (to the reasonable satisfaction of the Principal's Representative) of the relevant Approval, including for those documents in the Works Brief which are required to be authored or reviewed by a Certified Consultant, evidence of such author or review by the Certified Consultant;
 - (v) a register of any outstanding design non-conformities, non-compliances and unresolved issues;

- (vi) a register of deficiency notices and evidence of their close out; and
- (vii) a register of concessions (if any) granted for non-conforming Design Documentation.

6.7 Submission of Design Documentation for review by the Principal

- (a) The Contractor must submit the Design Documentation which is required to be submitted for the review of the Principal or the Principal's Representative under a provision of this Contract:
 - (i) in accordance with the times stated in this Contract, or where no times are stated, progressively and in a timely manner to ensure that the Contractor's Activities are commenced, progressed and completed by the times required under this Contract, and by the times or within the periods:
 - (A) identified in the Works Brief and TfNSW Standard Requirements, which is not rejected by the Principal's Representative; or
 - (B) in the absence of a time or period in the Works Brief or TfNSW Standard Requirements, required by the Principal's Representative; and
 - (ii) under cover of a written notice entitled "Submit for Review", which identifies:
 - (A) the Design Documentation; and
 - (B) the provision of this Contract under which the Design Documentation is submitted.
- (b) Design Documentation will be deemed not to have been submitted to the Principal's Representative unless and until:
 - (i) the Design Documentation covers, fully details and co-ordinates the whole of discrete areas of work so as to allow the area of work to be fully understood; and
 - (ii) the Contractor has otherwise complied with this clause 6, in addition to any other requirement of this Contract relating to the submission of that Design Documentation.
- (c) The Principal's Representative may:
 - (i) direct that any Design Documentation the Contractor:
 - (A) previously submitted prior to the Award Date is Design Documentation that is to be reviewed under the provisions of this clause 6.7; and
 - (B) is obliged to submit will be reviewed under the provisions of this clause 6.7;
 - (ii) after the submission of Design Documentation that satisfies the requirements of clause 6.7(a) and 6.7(b), review the Design Documentation, or any resubmitted Design Documentation, prepared and submitted by the Contractor. The Contractor acknowledges that the Independent Certifier will assist the

Principal's Representative review the Design Documentation that satisfies the requirements of this Deed; and

- (iii) where Design Documentation is submitted or resubmitted in accordance with this Contract, the Principal or the Principal's Representative may:
- (A) reject the Design Documentation (and state its reasons) if in its opinion the Design Documentation (or any part) does not comply with the requirements of this Contract;
 - (B) engage the Site Auditor to review the Design Documentation and the Site Auditor may make comments on the Design Documentation, or request clarification or additional information; or
 - (C) notify the Contractor that it has no (or has no further) comments to make,
- within the later of:
- (D) where a time or period is stated in the Works Brief or TfNSW Standard Requirements for specific Design Documentation, that time or the expiry of that period; and
 - (E) 15 Business Days from submission for all other Design Documentation.
- (d) If any Design Documentation is:
- (i) rejected or deemed to be rejected, the Contractor must submit an amended Design Documentation to the Principal's Representative within 10 Business Days after the date of such rejection or deemed rejection and this clause 6.7 will re-apply; or
 - (ii) not rejected and the Principal's Representative or the Site Auditor responds to the submission with comments, or requests clarification or additional information, the Contractor must respond to the comments or request within 10 Business Days or such other period as may be directed by the Principal's Representative.
- (e) If the Contractor:
- (i) responds to the Principal's Representative's or Site Auditor's comments or request within the period referred to in clause 6.7(d)(ii), if the Principal's Representative and/or the Site Auditor is not satisfied with the Contractor's response, the Principal's Representative must within 10 Business Days of receipt of the Contractor's response notify the Contractor that it is not satisfied that the response adequately deals with the comments; or
 - (ii) fails to respond to the Principal's Representative's comments or request within the period referred to in clause 6.7(d)(ii), or the Principal's Representative gives a notice under clause 6.7(e)(i):
 - (A) the Design Documentation will be deemed to be rejected; and
 - (B) clause 6.7 will re-apply.

- (f) The Contractor must not commence construction of any part of the Works or Temporary Works to which any Design Documentation submitted to the Principal's Representative applies, unless:
 - (i) the Principal's Representative has notified the Contractor under clause 6.7(c)(iii)(C) that it has no (or has no further) comments to make;
 - (ii) the AFC Design Documentation exists for that part or element of the Works or Temporary Works; and
 - (iii) (for Portion 2 Optional Works), the Principal's Representative has issued a Portion 2 Notice to Proceed.
- (g) The Contractor must not amend for construction purposes any Design Documentation that has been submitted to the Principal's Representative and, in respect of which:
 - (i) the Principal's Representative has given the Contractor the notice referred to in clause 6.7(c)(iii)(C); or
 - (ii) the relevant period of time in clause 6.7(c)(iii) has expired and the Principal's Representative has not rejected it or made any comments on it (except, in the case of comments, where the Contractor has responded to the comments within the required time period and the Principal's Representative has not issued a notice under clause 6.7(e)(i)),

unless the Contractor submits the proposed amendments to the Principal's Representative, in which case this clause 6.7 will re-apply.
- (h) In considering, reviewing, commenting upon, or rejecting any Design Documentation, the Principal's Representative may:
 - (i) consult with;
 - (ii) take into account any views or requirements of; and
 - (iii) direct the Contractor to comply with the lawful requirements of, any relevant Authority.
- (i) The restrictions on the commencement of any part of the Works in this clause 6.7 are in addition to any restrictions that exist elsewhere in this Contract.

6.8 Interaction with SOM Contractor

- ~~(a)~~ ~~The Contractor acknowledges that the As at the Award Date the Principal has not entered into the SOM Contract.~~
- ~~(b)~~(a) Following the execution of the SOM Contract the SOM Contractor may pursuant to the terms of the SOM Contract elect to require the Principal to amend the design of the Portion 2 Optional Works.
- ~~(c)~~(b) If the SOM Contractor makes that election then:
 - (i) the Principal may implement the change under this Contract through the Variation process in clause 13.9~~13.9~~; and

- (ii) the Contractor must liaise with the SOM Contractor to the extent reasonably required by the Principal's Representative.

(c) The implementation of the Variation will not diminish the obligations of the Contractor under this Deed except to the extent that the Contractor expressly advises the Principal of such issues in the advice provided pursuant to clause ~~13.9(b)~~^{43.9}.

6.9 Configuration Control Board

Where any Design Documentation comprises a design package which the Contract requires the Principal to submit to the Configuration Control Board, after this Design Documentation has been submitted for the review of the Principal's Representative under clause 6.5, and the period of time for review in clause 6.7 has expired and the Principal's Representative has not rejected the Design Documentation, the Principal will use reasonable endeavours to obtain a Configuration Change Acceptance Notice (where relevant) for the design package from the Configuration Control Board.

6.10 No obligation to review

- (a) The Principal's Representative and the Principal do not assume or owe any duty of care or other responsibility to the Contractor to review, or in reviewing, the Design Documentation submitted by the Contractor, including for errors, omissions or non-compliance with the Contract.
- (b) No review of, approval of, comments upon, rejection of, or failure to review, approve or comment upon or reject, any Design Documentation prepared by the Contractor or any other Direction by the Principal's Representative about the Design Documentation will:
 - (i) constitute a direction to carry out a Variation pursuant to clause 13.2 unless it is described as a "Variation Price Request" under clause 13.1 or a "Variation Order" pursuant to clause 13.2 and describes the nature of the Variation;
 - (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) limit, prejudice or otherwise affect the Principal's rights against the Contractor, whether under the Contract or otherwise according to Law.
- (c) References in this Contract to "Approved for Construction" or "AFC" or their use by the Principal or the Principal's Representative or the processes referred to in this Contract involving those concepts occurring during development of the Design Documentation do not relieve the Contractor from its liability under this Contract in connection with the Design Documentation.
- (d) The Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with the Principal's Representative not detecting and notifying the Contractor of any errors, omissions or non-compliance with the requirements of this Contract in any Design Documentation submitted.

6.11 Contractor proceeds at own risk

Provided that the Contractor has submitted to the Principal the required Design Documentation under clause 6.6, regardless of any review, comment, or recommendation by the Principal's Representative under this Contract, the Contractor may proceed at its own risk with carrying out the Works and the Contractor:

- (a) does so entirely at the Contractor's own risk and the Principal is not liable for, or in connection with, any Claim by the Contractor arising out of or in connection with having done so; and
- (b) must, if it is subsequently determined that any Design Documentation does not comply with this Contract, promptly:
 - (i) replace and rectify any Works that do not comply with this Contract; and
 - (ii) amend and resubmit the relevant Design Documentation,at the Contractor's sole cost and expense.

6.12 Copies of Design Documentation

For the purposes of clause 6.2 and 6.5, the Contractor must submit or resubmit to the Principal's Representative, the number of copies specified in Item 19 of the Key Details of any Design Documentation.

6.13 Fitness for purpose

The Contractor warrants that:

- (a) all Design Documentation will be Fit for Purpose;
- (b) upon Completion the Works and each Portion, the relevant Works and Portion will be safe and Fit for Purpose; and
- (c) documents provided by the Principal under clause 6.1 are suitable for their purposes under the Contract.

6.14 IP warranties and representations

The Contractor warrants and represents that:

- (a) it owns, or is licensed by the owner to use and sub-license, all Pre-existing Materials (and the Intellectual Property Rights in them), as contemplated by this Contract;
- (b) in carrying out the Contractor's Activities, the Contractor will not infringe the Intellectual Property Rights or Moral Rights of any person; and
- (c) the Principal's use of any Deliverables or Works for any purpose, and the exercise of the rights granted under clause 6.16 will not infringe the Intellectual Property Rights or Moral Rights of the Contractor or any third party.

6.15 Ownership

- (a) The Contractor agrees that, subject to clause 6.16(a), immediately upon the creation of any Deliverables, the Principal owns the Deliverables and the Intellectual Property Rights in the Deliverables.

- (b) The Contractor assigns to the Principal all existing and (upon creation) future Intellectual Property Rights subsisting in and to any Deliverables (including any Deliverables which have been jointly created, developed or brought into existence by the Principal and Contractor) excluding all Intellectual Property Rights in Pre-existing Materials.
- (c) The Contractor must do all things reasonably required, including executing any documents, to further effect the assignment or novation of the Intellectual Property Rights in the Deliverables from the Contractor to the Principal in this clause 6.15.
- (d) The Contractor must procure that its Personnel ensure that the ownership of the Intellectual Property Rights in the Deliverables which would, but for the application of this clause 6.15, vest in such Personnel, vest in or are transferred or assigned immediately to the Principal on and from the later of the date of creation and the Award Date.

6.16 Pre-existing Materials

- (a) Nothing in this Contract assigns or transfers the Intellectual Property Rights in Pre-existing Materials of one party to another.
- (b) The Contractor grants to the Principal a non-exclusive, perpetual, irrevocable, transferable, royalty-free licence to use, reproduce, make adaptations of, modify or incorporate into other work (and sub-license any other third party to do so) all Pre-existing Materials (including all existing and future Intellectual Property Rights subsisting in them) to:
 - (i) allow the Principal the full benefit and enjoyment of the Deliverables and the Works and the Contractor's Activities;
 - (ii) use the Pre-existing Materials:
 - (A) to procure any works, activities, goods or services for any further upgrade or refurbishment of the Deliverables and Works;
 - (B) to install, operate and maintain the Works;
 - (C) to integrate the Works with any other infrastructure systems which are owned, operated or maintained by the Principal, any Rail Transport Agency, or any contractor which is engaged by the Principal or Rail Transport Agency (including the SOM Contractor); and
 - (iii) disclose the Pre-existing Materials on a confidential basis to third parties for the purposes of a tender process for any procurement in connection with the matters set out in clause 6.16(b)(ii).

6.17 Indemnity and infringement

The Contractor must indemnify the Principal against any Claims against, or costs, losses or damages suffered or incurred by, the Principal, arising out of, or in any way in connection with, any actual or alleged infringement of any Intellectual Property Rights in or associated with the Works, the Temporary Works or any Deliverables provided by the Contractor, any breach of a warranty or representation under clause 6.14 or any breach by the Contractor of clause 6.18.

6.18 Moral Rights

The Contractor must, at its own expense, obtain or procure all consents or waivers from any person who has Moral Rights in the Deliverables and the Works to the extent necessary to ensure that the Principal may do or authorise any acts or omissions consistent with the ownership and licences granted by clauses 6.15 and 6.16 without infringing any Moral Rights.

6.19 Contractor to notify errors

The Contractor must review any documentation which makes up the Contract, and any revisions of and additions to such documentation issued by the Principal's Representative for the purposes of the Contractor's Activities, for any ambiguity, discrepancy, inconsistency, errors, contradictions or omissions and promptly notify the Principal's Representative of any ambiguity, discrepancy, inconsistency, such errors, contradictions or omissions of which the Contractor becomes aware for the attention and action of the Principal's Representative.

6.20 Resolution of ambiguities

- (a) The documents making up this Contract are complementary and are to be read as a single document that is mutually explanatory and anything contained in one but not in the other will be equally binding as if contained in all.
- (b) The following order of precedence will apply to any ambiguity, discrepancy or inconsistency in the documents which make up the Contract, with those higher in the list having precedence over those lower in the list:
 - (i) the General Conditions of Contract
 - (ii) the Works Brief (and the schedules and attachments to the Works Brief);
 - (iii) the other schedules to the General Conditions of Contract; and
 - (iv) the Annexures to the General Conditions of Contract (excluding the Information Material and the Works Brief and schedules and attachments to the Works Brief).
- (c) If either party discovers any ambiguity, discrepancy or inconsistency in the documents which make up the Contract or between the Contract and any documents provided to the Contractor by or on behalf of the Principal which the Contractor is required by the Contract to use for construction purposes:
 - (i) the party must promptly give notice to the other; and
 - (ii) the Principal's Representative must instruct the Contractor as to the course it must adopt within 10 Business Days of the notice under clause 6.20(c)(i).
- (d) If the Principal's Representative's instruction under clause 6.20(c)(ii):
 - (i) is not consistent with the order of precedence set out in clause 6.20(b); and
 - (ii) (subject to clause 6.20(f)) causes the Contractor to incur more or less cost than a competent and experienced contractor (having the experience of a contractor that is an expert in carrying out

work of a nature similar to the Contractor's Activities) could reasonably have anticipated if it had carefully examined the Contract documents on or before the Award Date,

then the difference in cost, as determined by the Principal's Representative, will be added to or deducted from the Contract Sum (as applicable).

- (e) If any ambiguity, discrepancy or inconsistency exists between the Works Brief and any part of the Design Documentation (which the Contractor is entitled to use for construction purposes under clause 6.5) then, unless otherwise directed in writing by the Principal's Representative, the Works Brief will prevail.
- (f) Despite the order of precedence set out in clause 6.20(b), if the documents making up the Contract stipulate different standards of quality, product workmanship, scope or finish, then the highest standard or most comprehensive scope will prevail. A direction by the Principal's Representative to apply the highest standard or the most comprehensive scope will not be a Variation.

6.21 Document management

- (a) The Contractor is committed to the use of the Principal's EDMS, for the efficient delivery of the Contractor's Activities.
- (b) The Contractor acknowledges and agrees that it will use the Principal's EDMS and participate in any related process as reasonably required by the Principal Representative during the term of this Contract.

7 Site and information

7.1 Contractor to inform itself

- (a) The Contractor warrants that it has, (and it will be deemed to have), done everything that would be expected of a prudent, competent and experienced contractor in:
 - (i) assessing the risks which it is assuming under the Contract; and
 - (ii) ensuring that the Contract Sum contains allowances to protect it against any of these risks eventuating.
- (b) Any failure by the Contractor to have done any of those things will not relieve the Contractor of its obligation to carry out and complete the Contractor's Activities in accordance with the Contract.
- (c) The Contractor agrees that:
 - (i) the Information Documents do not form part of this Contract; and
 - (ii) where Information Documents form a schedule or annexure to this Contract, they do so only for the purposes of identification of that document.
- (d) The Contractor:
 - (i) acknowledges that the Principal does not warrant, guarantee, assume any duty of care or other responsibility for or make any

representation about the accuracy, adequacy, suitability or completeness of the Information Documents;

(ii) warrants that it did not in any way rely upon:

- (A) any information, data, representation, statement or document made by or provided to the Contractor by the Principal, the Principal's Representative or anyone else on behalf of the Principal; or
- (B) the accuracy, adequacy, suitability or completeness of any such information, data, representation, statement or document,

for the purposes of entering into the Contract, except to the extent that any such information, data, representation, statement or document forms part of the Contract;

(iii) warrants that it enters into the Contract based on its own investigations, interpretations, deductions, information and determinations;

(iv) warrants that it has the resources and expertise to perform the Contractor's Activities in accordance with this Contract; and

(v) acknowledges that it is aware that the Principal has entered into the Contract relying upon the warranties in clauses 7.1(d)(ii), 7.1(d)(iii) and 7.1(d)(iv).

(e) Subject to clauses 7.2 and 7.8, the Principal will not be liable upon any Claim by the Contractor arising out of or in any way in connection with:

- (i) the provision of, or the purported reliance upon, or use of the Information Documents to or by the Contractor or any other person to whom the Information Documents are disclosed; or
- (ii) a failure by the Principal to provide any other information, data or documents to the Contractor.

7.2 Latent Conditions and Services

(a) Subject to clause 7.2(b), Latent Conditions are:

(i) physical conditions on the Site or its surroundings (including artificial things) which differ materially from the physical conditions which should reasonably have been anticipated by a competent and experienced contractor as at the date of the Contractor's tender, if such a contractor had:

- (A) examined all information made available in writing by the Principal to the Contractor for the purpose of tendering (including the Reports);
- (B) examined all information (including the Reports) relevant to the risks, contingencies and other circumstances having an effect on the Contractor's tender and obtainable by the making of reasonable enquiries; and
- (C) inspected the Site and its surroundings;

- (ii) any Services on the Site which are:
 - (A) not identified in the Reports;
 - (B) not capable of otherwise having been anticipated by the Contractor at the time of the Contractor's tender if it had done the things referred to in clause 7.2(a)(i)(A), (B) and (C); and
 - (C) discovered only after the Contractor has undertaken potholing of the Services identified in the Works Brief (including drawings and specifications) or Reports to confirm their exact location.

- (b) Latent Conditions do not include:
 - (i) weather conditions or physical conditions which are a consequence of weather conditions at the Site;
 - (ii) geotechnical conditions, except to the extent that such conditions reflect factually inaccurate data expressly set out in the Nominated Reports. Factual inaccuracy does not include any commentary, advice, or interpretation in connection with the data. Factual inaccuracy is confined to an express:
 - (A) value;
 - (B) quantity of material; or
 - (C) type of materials,

in respect of a location actually sampled at the time of the taking of the sample; or
 - (iii) the chemical make-up or condition of the Site, including Contamination.

- (c) If during the execution of the Contractor's Activities, the Contractor becomes aware of a Latent Condition the Contractor must:
 - (i) promptly; and
 - (ii) where possible, before the physical conditions are disturbed, give a written notice to the Principal's Representative specifying:
 - (iii) the conditions encountered and in what respects the Contractor considers they constitute a Latent Condition;
 - (iv) the additional work and additional resources which the Contractor estimates to be necessary to deal with the Latent Condition;
 - (v) the time the Contractor anticipates will be required to deal with the Latent Condition and the expected delay in achieving Completion (if any) as a result of dealing with the Latent Condition;
 - (vi) the Contractor's estimate of the cost of the measures necessary to deal with the Latent Condition; and

- (vii) other details reasonably required by the Principal's Representative.
- (d) Notwithstanding clause 7.1, if a Latent Condition:
 - (i) has a direct effect on the Contractor carrying out the Contractor's Activities; and
 - (ii) directly results in an increase in the Contractor's costs of carrying out the Contractor's Activities,

which a competent and experienced contractor could not have avoided or mitigated, and could not reasonably have anticipated at the Award Date, the Contract Sum will be increased by an amount determined by the Principal's Representative under clause 13.3(b) or 13.3(c)(ii) as if the Contractor's Activities required to deal with the Latent Condition were the subject of a Variation.

- (e) In making a valuation pursuant to clause 7.2(d) or determining an extension of time under clause 12, regard will not be had to any Contractor's Activities, additional costs or delays suffered or incurred more than 10 Business Days before the date on which the Contractor gives the written notice required by clause 7.2(c).

7.3 Site access

The Principal:

- (a) is not obliged to:
 - (i) provide the Contractor with sole 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; and
- (b) may engage Other Contractors to work upon or in the vicinity of the Site at the same time as the Contractor.

7.4 Management and control of the Site

During the periods in which the Contractor has access to the Site, or a part of the Site, under clause 7.3, the Contractor:

- (a) subject to clause 7.11, will be responsible for the management and control of the Site;
- (b) must control access to, and the security and maintenance of, the Site or that part, except where the Principal's Representative advises otherwise;
- (c) must ensure public safety on and adjacent to the Site or that part;
- (d) must provide for the continuous safe passage of the public, road and railway system users affected by the Contractor's Activities in accordance with this Contract;
- (e) must, subject to the other requirements of this Contract and any Law, limit access to the Site to its employees, Subcontractors and their employees and Subcontractors, and those with a legitimate interest in

being on the Site as part of the Contractor's Activities, including the Other Contractors;

- (f) must not impede access or Services to private property without the consent of the Principal's Representative and the relevant owner or occupier;
- (g) must ensure that existing buildings on the Site are preserved and protected from damage, subject to any Works required under this Contract;
- (h) must allow the Other Contractors and any person authorised in writing by them to access the Site, so that the Other Contractors can undertake their works;
- (i) must allow the SOM Contractor and any person authorised in writing by it to access the Site, in order to inspect and monitor the Portion 2 Optional Works as described in clause 15.2(c)(i), provided that:
 - (i) the Contractor has been provided with not less than 2 Business Days' notice;
 - (ii) the SOM Contractor or any person authorised in writing by it agree to adhere to all protocols of the Contractor applicable to the visit to the Site; and
 - (iii) the Principal shall reimburse the Contractor for all direct costs incurred on-Site as a result of the relevant Site visit; and
- (j) must not damage the work performed by the Other Contractors or their plant and equipment.

7.5 Land in addition to the Site

- (a) The Contractor must:
 - (i) procure for itself and at its own cost the occupation or use of or relevant rights over any land or buildings in addition to the Site, including any land owned by a Rail Transport Agency, which are necessary or which it may require for the purposes of carrying out the Contractor's Activities ("**Extra Land**");
 - (ii) at its own cost carry out all activities and procure all Services necessary to make the Extra Land suitable for use by the Contractor;
 - (iii) as a requirement in order to achieve Completion of the Works or any Portion:
 - (A) rehabilitate any Extra Land in accordance with the requirements of all relevant Authorities and other relevant persons; and
 - (B) unless not required by the Principal's Representative, provide to the Principal's Representative a properly executed certificate on terms satisfactory to the Principal's Representative or a release on terms otherwise satisfactory to the Principal's Representative from all claims or demands from the owner or occupier of, and from other persons having an interest in, such Extra Land.

- (b) The Contractor indemnifies the Principal against any Claim against, or costs, losses or damages suffered or incurred by the Principal arising out of or in any way in connection with a Claim by any other person having any interest in any Extra Land, provided that the Contractor's liability to indemnify the Principal will be reduced to the extent that an act or omission of the Principal, the Principal's Representative or an Other Contractor contributed to the Claim, costs, losses or damages.

7.6 Contamination

- (a) The Contractor must take all measures required to protect workers and others in accordance with the Law, the WHS Guidelines and the TfNSW Standard Requirements.
- (b) Without limiting clause 7.6(a), the Contractor may undertake any investigations it considers reasonable or necessary to inform its design and delivery of the Works in accordance with the requirements of this Contract, prior to commencing any part of the Contractor's Activities on the Site.
- (c) In dealing with any Contamination, the Contractor must:
 - (i) take all measures necessary to protect workers and others in accordance with Law and the WHS Guidelines;
 - (ii) take all reasonable steps to ensure that the Contamination is quarantined from other in-situ or excavated materials so as to prevent cross-contamination;
 - (iii) provide waste classification reports and documents demonstrating that cross-contamination has not occurred;
 - (iv) dispose of any waste or Contaminated material arising from performance of the Contractor's Activities from the Site in accordance with the Voluntary Management Proposal, the RAP and the Law;
 - (v) ensure that the entity that carries out the storage, treatment, transport and disposal of the Contamination or other waste from the Site holds all relevant Approvals; and
 - (vi) ensure that its Personnel are suitably trained in correct and safe methods of loading, unloading and handling any Contamination or other wastes and that they comply with all applicable Laws.
- (d) The Contractor must indemnify the Principal against any Claim against, or costs, losses or damages suffered or incurred by the Principal arising out of or in any way in connection with any failure by the Contractor to:
 - (i) comply with any obligation under this clause 7.6; and
 - (ii) satisfy the requirements of the RAP,provided that the Contractor's liability to indemnify the Principal will be reduced to the extent that an act or omission of the Principal, the Principal's Representative or an Other Contractor may have contributed to the Claim, costs, losses or damages.
- (e) The Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in connection with the discovery

of Contamination or the discharge of the Contractor's obligations under this clause 7.6.

7.7 Contamination caused by the Contractor

- (a) The Contractor must perform the Contractor's Activities in a manner which ensures that the Contractor's Activities and the Works do not cause or threaten to cause Pollution, Contamination or Environmental Harm of, on, under or outside the Site.
- (b) The Contractor is responsible for, and must make good, all Pollution, Contamination and Environmental Harm which:
 - (i) arises from the performance of the Contractor's Activities; or
 - (ii) is not identified within the Information Documents.
- (c) Any Pollution, Contamination or Environmental Harm which is not identified within the Information Documents is taken to be Pollution, Contamination or Environmental Harm arising from the performance of the Contractor's Activities within the meaning of this clause 7.7(b)(i) unless the Contractor can prove that the relevant Pollution, Contamination or Environmental Harm was not caused or contributed to by the Contractor in the performance of the Contractor's Activities.
- (d) The Contractor must in respect of all Pollution, Contamination or Environmental Harm arising from the performance of the Contractor's Activities:
 - (i) notify the Principal's Representative in writing within 5 Business Days of becoming aware of the existence of any Pollution, Contamination or Environmental Harm arising from the performance of the Contractor's Activities, and thereafter provide the Principal's Representative with such further written details as the Principal's Representative may request;
 - (ii) promptly after providing a notice under clause 7.7(d)(i), submit a notice for the review of the Principal's Representative containing details of the steps which the Contractor proposes to take to investigate, remediate, dispose of, manage, monitor, contain or otherwise deal with the Pollution, Contamination or Environmental Harm arising from the performance of the Contractor's Activities so that the Site is remediated to a standard suitable in order to comply with the requirements of this Contract ("**Remediation Steps**");
- (e) The Contractor must in respect of all Pollution, Contamination or Environmental Harm which is not identified within the Information Documents, but is found on Site:
 - (i) notify the Principal's Representative in writing within 5 Business Days of becoming aware of the existence of any Pollution, Contamination or Environmental Harm which is not identified in the Information Documents, and thereafter provide the Principal's Representative with such further written details as the Principal's Representative may request;
 - (ii) If the Contractor considers that it has not caused the Pollution, Contamination or Environmental Harm then, promptly after providing a notice under clause 7.7(e)(i), submit a notice for the review of the Principal's Representative containing:

- (A) evidence to prove that the relevant Pollution, Contamination or Environmental Harm was not caused or contributed to by the Contractor in the performance of the Contractor's Activities; and
 - (B) details the Contractor's proposed Remediation Steps for the Pollution, Contamination or Environmental Harm which is not identified within the Information Documents, but is found on Site.
- (f) The Principal's Representative may:
- (i) approve the Remediation Steps submitted in accordance with clause 7.7(d) or clause 7.7(e), in which case the Contractor must implement the Remediation Steps; or
 - (ii) reject the Remediation Steps submitted in accordance with clause 7.7(d) or clause 7.7(e), in which case the Contractor must re-submit a Remediation Steps and clause 7.7(d), clause 7.7(e) and this clause 7.7(f) will re-apply.
- (g) The Contractor must:
- (i) clean up all Pollution, Contamination and Environmental Harm arising from the performance of the Contractor's Activities in accordance with the approved Remediation Steps;
 - (ii) clean up all Pollution, Contamination and Environmental Harm which is not identified within the Information Documents, but is found on Site and is determined to be the Contractor's responsibility pursuant to clause 7.7(c), in accordance with the approved Remediation Steps;
 - (iii) comply with all Directions of any Authority regarding cleaning up Pollution, Contamination and Environmental Harm; and
 - (iv) dispose of any waste or contaminated material arising from performance of the Contractor's Activities from the Site in accordance with the Voluntary Management Proposal, the RAP and the Law.
- (h) If required by the Principal following an incident which constitutes an offence under a relevant environmental Law which is caused or contributed to by the Contractor, the Contractor must, as a condition precedent to Completion, provide the Principal with a report authored or reviewed by a Certified Consultant:
- (i) certifying that Pollution, Contamination and Environmental Harm of, on, under or outside the Site arising from the performance of the Contractor's Activities has been properly removed, made good and disposed of in accordance with this clause 7.7 and the Law; and
 - (ii) which expressly states that the report has been prepared for the benefit of the Principal and that the Principal can rely upon the report.
- (i) Notwithstanding any terms of this clause 7.7, the Contractor will not be in breach of any of these provisions where the relevant Contamination, Pollution, Environmental Harm, disposal of waste or contaminated

material is in accordance with this Contract and all applicable laws and Approvals and other requirements of any Authority.

- (j) The Contractor must indemnify the Principal against any Claim against, or costs, losses or damages suffered or incurred by the Principal arising out of or in any way in connection with any failure by the Contractor to comply with any obligation under this clause 7.7, provided that the Contractor's liability to indemnify the Principal will be reduced to the extent that an act or omission of the Principal, the Principal's Representative or an Other Contractor may have contributed to the Claim, costs, losses or damages.
- (k) Subject to clause 7.2, the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in connection with the discovery of Contamination or the discharge of the Contractor's obligations under this clause 7.7.

7.8 Valuable finds

- (a) All valuable minerals, fossils, coins, articles or objects of value or antiquity, and other remains or things of geological, archaeological, anthropological or other special interest found on the Site (all "**Valuable Finds**") are, and will as between the Contractor and the Principal be and remain, the property of the Principal.
- (b) The Contractor must:
 - (i) immediately notify the Principal's Representative if it discovers a Valuable Find;
 - (ii) ensure the Valuable Find is protected and not lost, removed, disturbed or damaged; and
 - (iii) comply with any directions of the Principal's Representative and all Laws in relation to the Valuable Find.
- (c) Notwithstanding clause 7.1:
 - (i) the Contract Sum will be increased by the extra costs reasonably incurred by the Contractor as determined by the Principal's Representative in complying with the Principal's Representative's directions under this clause 7.8; and
 - (ii) the Contractor will be entitled to make a claim for an extension of time under clause 12.9 in respect of any delays the Contractor suffers in complying with the Principal's Representative's directions,

but only to the extent that the Valuable Find was not capable of having been anticipated by the Contractor at the time of the Contractor's tender if it had done the things referred to in clauses 7.2(a)(i)(A), (B) and (C).

7.9 Services

- (a) The Contractor:
 - (i) must obtain, pay for, contract for the provision of, acquire or otherwise procure or provide any Services and all connections for all Services it requires to perform the Contractor's Activities;

- (ii) must investigate, protect, relocate, modify and provide for all Services necessary for it to comply with its obligations under the Contract and all Approvals;
 - (iii) must not, without the Principal's Representative's prior written consent, obtain any Services or connect any Services to the Works, Temporary Works or the Site that are not necessary to allow the Contractor to carry out the Contractor's Activities;
 - (iv) must obtain the Principal's Representative's prior written consent in respect of any new connections for Services or changes or modifications to existing connections for Services;
 - (v) must consult with and keep the Principal fully informed as to the Contractor's dealings with the Authorities providing the Services;
 - (vi) must ensure there are no unplanned disruptions to the Services in carrying out the Contractor's Activities and that planned disruptions to the Services are minimised and that otherwise no Services are damaged, destroyed, disconnected, disrupted, interfered with or interrupted by reason of the performance of the Contractor's Activities;
 - (vii) must ensure that maintenance points for Services are located within the Site and only with the prior written consent of the Principal's Representative;
 - (viii) assumes the risk of the availability of Services (in so far as they affect the Contractor's Activities);
 - (ix) must provide and maintain all signage, line marking, flagmen, barriers and other road traffic devices needed by the Contractor to comply with its obligations under this Contract, including any such devices reasonably required by the Principal's Representative; and
 - (x) must cooperate and coordinate with the owners of all Services, and implement their requirements as part of the Contractor's Activities.
- (b) The Contractor indemnifies the Principal against any Claim against, or costs, losses or damages suffered or incurred by, the Principal arising out of or in any way in connection with:
- (i) any damage to, disconnection or destruction of, interference with, interruption or disruption to any Service arising out of or in any way in connection with the Contractor's Activities (including any act or omission of the Contractor or its Associates); or
 - (ii) a failure by the Contractor to comply with any obligations under this Contract with respect to the Service,
- provided that the Contractor's liability to indemnify the Principal will be reduced to the extent that an act or omission of the Principal, the Principal's Representative or an Other Contractor contributed to the Claim, costs, losses or damage.
- (c) Subject to clause 7.2:
- (i) the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in connection with

the existence, location, condition and availability of Services required for the execution of the Contractor's Activities; and

- (ii) the Contractor is responsible for, and assumes the risk of, all additional work, increased costs and any other Loss, delay or disruption (including any delay in achieving Completion) it suffers or incurs arising out of or in any way in connection with the existence, location, condition and availability of all Services required for the execution of the Contractor's Activities.

7.10 Contractor's obligation to provide access

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

- (a) minimise disruption or inconvenience and provide safe access to:
 - (i) the Principal, occupiers, tenants and potential tenants of the Site in their occupation or use of, or attendance upon, any part of the Site; and
 - (ii) others having a right of access to the Site, including the SOM Contractor and the Site Auditor;
- (b) give the Principal's Representative, the Principal, the Site Auditor and any person authorised by either the Principal's Representative or the Principal immediate access to the Works, the Site or any areas off-Site where Contractor's Activities are being carried out, provided that the Principal, the Site Auditor and the Principal's Representative have complied with all of the Contractor's reasonable site induction, work health and safety procedures; and
- (c) provide the Principal, the Site Auditor and the Principal's Representative with every reasonable facility necessary for the supervision, examination and testing of the Contractor's Activities.

7.11 Work health and safety

- (a) In this clause 7.11, the terms "construction work", "construction project", "principal contractor" and "workplace" have the same meanings assigned to those terms under the WHS Legislation.
- (b) Without limiting the Contractor's obligations under any other provision of the Contract, for the purpose of the WHS Legislation the Principal hereby:
 - (i) appoints and engages the Contractor as principal contractor in respect of any construction project forming part of the Works and Temporary Works or the Contractor's activities; and
 - (ii) authorises the Contractor to have management and control of each workplace at which such work or activities are to be carried out and to discharge the duties of a principal contractor, under the WHS Legislation.
- (c) The Contractor warrants that it has the skills, qualifications and experience necessary to discharge the duties of a principal contractor under WHS Legislation and accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor by the WHS Legislation.

- (d) 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 Portion or Separable Portion, as applicable); and
 - (ii) while ever any rectification work that forms part of a construction project (as that term is defined under the WHS Legislation) is carried out during the Defects Liability Period,
- unless sooner revoked by the Principal terminating the Contract pursuant to any provision of the Contract or according to Law.
- (e) The Contractor must prepare and submit the Project Work Health and Safety Management Plan to the Principal's Representative for approval (such approval not to be unreasonably withheld) before the Principal will be required to provide access to, or possession of the Site.
- (f) No comment upon nor any review, acceptance or approval of the Project Work Health and Safety Management Plan by the Principal'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.
- (g) Without limiting its obligations, the Contractor must:
- (i) comply, and must ensure that its Subcontractors, Personnel and any other person engaged by the Contractor for the purposes of the 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), the Project Work Health and Safety Management Plan and any Safety Management System, as well as Best Industry Practice and Government Policies and Guidelines relevant to work health and safety and rehabilitation matters;
 - (ii) if requested by the Principal's Representative or required by WHS Legislation, demonstrate compliance with the WHS Legislation, the Project Work Health and Safety Management Plan and Safety Management System and Best Industry Practice and Government Policies and Guidelines relevant to work health and safety and rehabilitation matters, including providing evidence of any Approvals, prescribed qualifications or experience, or any other information, document, register, record or material relevant to work health and safety matters;
 - (iii) notify the Principal's Representative immediately (and in any event within 12 hours of such matter arising) of all work health, safety and rehabilitation matters (including Incidents) arising out of, or in any way in connection with, the Contractor's Activities including in connection with any Subcontractor activities or activities on Site;
 - (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 Principal to be in breach of the WHS Legislation.
- (h) To the extent not prohibited by Law, the Contractor indemnifies the Principal against any Claims against, or loss suffered or incurred by, the Principal 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 7.11.
- (i) The Contractor:
 - (i) acknowledges and agrees that it is accredited under the WHS Accreditation Scheme; and
 - (ii) must comply with all the requirements of, and maintain accreditation under, the WHS Accreditation Scheme while building work (as defined in section 5 of the *Fair Work (Building Industry) Act 2012* (Cth) is carried out.

8 Voluntary Management Proposal

8.1 Voluntary Management Proposal

The Contractor acknowledges and agrees that:

- (a) the Principal has prepared the Voluntary Management Proposal and has provided copies of the Voluntary Management Proposal to the Contractor;
- (b) it must comply with, satisfy, carry out and fulfil the obligations of the Principal, and support the Principal, in order to satisfy the conditions and requirements of the Voluntary Management Proposal (including completing the Works in accordance with the RAP proposed under the Voluntary Management Proposal);
- (c) it must provide the Principal with all documentation and information which is reasonably necessary in order for the Principal to negotiate the Voluntary Management Proposal (or any amendment or addition to the Voluntary Management Proposal) with the EPA;
- (d) it must comply with any reasonable directions of the Principal's Representative in relation to compliance with the relevant obligations and conditions and requirements of the Voluntary Management Proposal and the RAP;
- (e) it must discharge its obligations under this Contract, so as to satisfy and discharge the Principal's corresponding obligations under the Voluntary Management Proposal and the RAP, in such a way that the Principal may obtain all benefits and remedies under the Voluntary Management Proposal;
- (f) it must not do, or omit to do, anything which causes the Principal to be in breach of its obligations under the Voluntary Management Proposal; and
- (g) it must provide the Principal with all reasonable assistance in preparing all information that the Principal is required (or reasonably proposes) to provide to EPA the in connection with the Works.

8.2 Additional Voluntary Management Proposal

- (a) The Contractor acknowledges and agrees that the Principal may, at any time after the Award Date, make further or amended voluntary management proposals to the EPA (“**Additional Voluntary Management Proposal**”).
- (b) If the Principal makes an Additional Voluntary Management Proposal:
 - (i) the Principal will use reasonable endeavours to negotiate the Additional Voluntary Management Proposal on terms consistent with this Contract; and
 - (ii) the Contractor will be required to comply with all Additional Voluntary Management Proposals in the same manner that the Contractor must comply with the Voluntary Management Proposal under clause 8.1.
- (c) If the Additional Voluntary Management Proposal requires a Variation to the Works or the Temporary Works, then the Principal’s Representative must give a written notice to the Contractor directing a Variation under clause 13 in respect of the Additional Voluntary Management Proposal, after which the relevant adjustments will be made under clause 13.3.
- (d) If the Principal’s Representative directs a Variation pursuant to clause 8.2(c), all references to the “Voluntary Management Proposal” in this Contract will also include the requirements of the Additional Voluntary Management Proposal.
- (e) Other than as set out in this clause 8.2, the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with any Additional Voluntary Management Proposal.

9 CSSI Application Approval

- (a) The Contractor acknowledges and agrees that:
 - (i) the Principal has prepared the “Environmental Impact Statement” dated 22 August 2017 and has provided copies of the document to the Contractor as an Information Document; and
 - (ii) the “Environmental Impact Statement” referred to in clause 9(a)(i) seeks approval for among other things, the carrying out of Portion 2 Optional Works.
- (b) The Contractor acknowledges and agrees that the Principal has provided to the Contractor:
 - ~~(iii)~~ a copy of the CSSI Approval; and As soon as reasonably practicable after the Minister has granted the SSI Approval, the Principal’s Representative must provide:
 - ~~(iv)(i)~~ a copy of the SSI Approval; and
 - ~~(v)(ii)~~ a list of conditions which the Contractor must comply with in carrying out Portion 2 Optional Works (“**CSSI Approval Matrix**”),

to the Contractor.

~~(b)~~(c) If the Principal issues a Variation price request under clause 13.1 and subsequent Variation order under clause 13.2 in respect of Portion 2 Optional Works, ~~it~~The Contractor must:

- (i) ~~must~~ comply with, satisfy, carry out and fulfil the conditions and requirements of the CSSI Approval Matrix;
- (ii) ~~must~~ not do, or omit to do, anything which may cause the Principal to be in breach of its obligations under the CSSI Approval in so far as they relate to Portion 2 Optional Works; and
- (iii) ~~must~~ provide the Principal with all reasonable assistance in preparing and providing to the Principal all information that the Principal is required (or reasonably proposes) to provide to any Authority in connection with Portion 2 Optional Works.

~~(e)~~(d) The Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with the CSSI Approval.

10 Construction

10.1 Description of Works

- (a) Subject to clause 6.20, the Contractor must construct the Works and the Temporary Works in accordance with:
 - (i) this Contract;
 - (ii) Law;
 - (iii) Best Industry Practice;
 - (iv) the Works Brief;
 - (v) the TfNSW Standard Requirements;
 - (vi) 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 6.7(f);
 - (vii) any Direction of the Principal's Representative given or purported to be given under a provision of the Contract, including any Variation directed by the Principal's Representative by a document titled "Variation Order"; and
 - (viii) the other requirements of the Contract (including any performance guarantees or other performance levels or performance requirements stated in the Contract);so that the Works:
 - (ix) are safe and Fit for Purpose; and
 - (x) fulfil the requirements of and comply with:

- (A) this Contract;
 - (B) Law;
 - (C) Best Industry Practice;
 - (D) the Works Brief;
 - (E) the TfNSW Standard Requirements;
 - (F) 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 6.7(f);
 - (G) any Direction of the Principal's Representative given or purported to be given under a provision of the Contract, including any Variation directed by the Principal's Representative by a document titled "Variation Order"; and
 - (H) the other requirements of the Contract (including any performance guarantees or other performance levels or performance requirements stated in the Contract).
- (b) The Contractor must ensure that the Works are constructed within the relevant boundaries of the Site set out in Annexure F of the Works Brief.
 - (c) The Contractor must perform all work that is not specifically mentioned in this Contract which can be reasonably inferred as being required for the proper completion of the Works as if that work was expressly stipulated in this Contract.

10.2 Construction Warranties

The Contractor warrants that:

- (a) construction will be carried out:
 - (i) in accordance with the Design Documentation which the Contractor is entitled to use for construction purposes, in accordance with clause 6.7(f);
 - (ii) in accordance with Best Industry Practice;
 - (iii) in a manner which satisfies the requirements of this Contract; and
 - (iv) in a manner that does not disrupt or cause nuisance to any person or have any detrimental effect on any land or activities carried out in the vicinity of the Site;
- (b) the Works and Temporary Works will be completed in accordance with, and will satisfy the requirements of, this Contract; and
- (c) the Works will, upon Completion be safe and Fit for Purpose.

10.3 All work included

- (a) The Contractor warrants that it has, and it will be deemed to have, allowed for the provision of all Plant, Equipment and Work, Temporary

Works, materials and other work necessary for the Contractor's Activities, whether or not expressly mentioned in the Works Brief, any Design Documentation or this Contract.

- (b) Any such Plant, Equipment and Work, materials, Temporary Works and other work:
 - (i) must be undertaken and provided by the Contractor at its own cost;
 - (ii) forms part of the Contractor's Activities and will not constitute a Variation; and
 - (iii) will not entitle the Contractor to make a Claim except as expressly provided for in this Contract.

10.4 Compliance with Law

The Contractor must:

- (a) in carrying out the Contractor's Activities, comply with all applicable Law and Codes and Standards;
- (b) ensure that its Subcontractors, in performing the Contractor's Activities, comply with all applicable Law and Codes and Standards;
- (c) ensure that the Works and the Temporary Works comply with all applicable Law and Codes and Standards;
- (d) obtain all Approvals except for those specified in Item 20 of the Key Details, which were either obtained prior to the Award Date or will be obtained after the Award Date by the Principal;
- (e) unless otherwise specified in Schedule 4, comply with, carry out and fulfil the conditions and requirements of all Approvals (whether obtained by the Contractor or specified in Item 20 of the Key Details) including those conditions and requirements which the Principal is required under the terms of the Approvals specified in Item 20 of the Key Details to comply with, carry out and fulfil;
- (f) comply with, carry out and fulfil the conditions and requirements of the EPA in relation to the Deliverables, Works and Temporary Works comply with the EPA;
- (g) prepare and give the Principal's Representative any documents that an Authority requires in order for the Principal to obtain the Approvals it requires to use the Works; and
- (h) before Completion of the Works or a Portion can be achieved under this Contract, ensure that it has obtained, complied with, carried out and fulfilled all conditions and requirements of all Approvals it is required to obtain under this Contract, including any Approvals, conditions, certifications or requirements which must be obtained, carried out or fulfilled to enable the Principal and any Rail Transport Agency to occupy and use the Works or Portion for its intended purpose.

10.5 Change in Law

If there is a Change in Law after the Award Date, then the additional costs necessarily and reasonably incurred by the Contractor in complying with the Change in Law, will be valued pursuant to clause 13.3(c).

10.6 Change in Codes and Standards

- (a) Where there is a Change in Codes and Standards:
 - (i) the Contractor must give a written notice to the Principal's Representative within 20 Business Days of the Change in Codes and Standards containing:
 - (A) details of the Change in Codes and Standards; and
 - (B) an estimate of the Contractor's increased or decreased costs of complying with the Change in Codes and Standards including sufficient information to support the estimate; and
 - (ii) Within 10 Business Days of the Contractor's notice under clause 10.6(a)(i), the Principal's Representative will either:
 - (A) direct the Contractor to disregard the Change in Codes and Standards; or
 - (B) direct a Variation under clause 13 in respect of the Change in Codes and Standards after which the relevant adjustments will be made under clause 13.3.
- (b) Other than as set out in clause 10.6(a)(ii)(B), the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with any change in Codes and Standards.

10.7 Change in Approval

- (a) Subject to clause 8 and clause 9, if a Change in Approval occurs which necessitates a Variation, the Contractor must:
 - (i) if the relevant Approval was obtained by the Principal, within 10 Business Days of the date on which the Contractor becomes aware or ought reasonably to have become aware of the Change in Approval taking effect; or
 - (ii) otherwise within 10 Business Days of the Change in Approval taking effect,

notify the Principal's Representative in writing with detailed particulars of the reason why the Change in Approval necessitates a Variation.
- (b) If the Contractor gives such a notice and the Change in Approval does necessitate a Variation, the Principal's Representative may direct a Variation under clause 13.2 after which relevant adjustments will be made under clause 13.3.
- (c) Other than as set out in clause 10.7(b), the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with any change in Approval or a new Approval.

10.8 Legal Challenge to Approval

- (a) If there is a legal challenge, proceedings or action in relation to the assessment or determination of an application for an Approval, a modification of an Approval, or compliance with any Approval, the

Contractor must continue to perform its obligations under this Contract unless, as a result of that legal challenge, proceedings or action, it is otherwise:

- (i) ordered or directed by an Authority;
 - (ii) ordered by a court or tribunal; or
 - (iii) directed by the Principal or the Principal's Representative.
- (b) Subject to clause 10.8(c), the Principal must pay the Contractor the costs reasonably incurred by the Contractor as a direct result of an Authority order, court order, or a direction by the Principal referred to in clause 10.8(a) to the extent that such Authority order, court order, or direction:
- (i) applies to the Part 5 Approval or the CSSI Approval; and
 - (ii) prevents the Contractor from achieving Completion of the Works or a Portion by the relevant Date for Completion.
- (c) Clause 10.8(b) does not apply to the extent that a legal challenge, proceedings or action of the kind referred to in clause 10.8(a) is brought or upheld due to the Contractor's non-compliance with its obligations under this Contract or any Approval.

10.9 Third Party Agreements

If any Third Party Agreements exist, the requirements set out in Schedule 8 apply.

10.10 Subcontracting

- (a) Subject to clause 10.10(b), the Contractor may enter into Subcontracts for the performance of its obligations under this Contract.
- (b) The Contractor:
- (i) must not enter into any Subcontract with a Prohibited Subcontractor;
 - (ii) must obtain the prior written approval of the Principal's Representative (which may be conditional but which will not be unreasonably withheld), prior to entering into a Subcontract which has an initial subcontract price equal to or over the amount specified in Item 21 of the Key Details; or
 - (iii) agrees that any request by the Contractor for approval from the Principal's Representative to subcontract must be in writing and include such details as may be required by the Principal's Representative, including details of the proposed Subcontract conditions, and the proposed Subcontractor's capacity to undertake the relevant work, past performance in undertaking similar work, safety (including work health, safety and rehabilitation), environmental compliance (including any environmental management system) and other performance management systems and proposed safe working procedures;
 - (iv) acknowledges that, within 10 Business Days after a request by the Contractor for approval, the Principal's Representative will advise the Contractor whether the request is approved (and, if

approved, any relevant conditions) or not and, where it is not approved, the reasons why approval is not given;

- (v) must ensure that, if any Law requires that:
 - (A) a person:
 - (aa) be authorised or licensed (in accordance with the WHS Legislation) to carry out any work at that workplace, that person is so authorised or licensed, and complies with any conditions of such authorisation or licence; and/or
 - (ab) has prescribed qualifications or experience or, if not, is to be supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised; or
 - (B) a workplace, plant or substance (or design), or work (or class of work) be authorised or licensed, that workplace, plant or substance, or work is so authorised or licensed;
 - (vi) must not direct or allow a person to carry out or use plant or substance at a workplace unless the requirements of clause 10.10(b)(v) are met (including any requirement to be authorised, licensed, qualified or supervised);
 - (vii) if requested by the Principal's Representative or required by the WHS Legislation, must produce evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety (as the case may be) to the satisfaction of the Principal's Representative before the Contractor or Subcontractor (as the case may be) commences such work; and
 - (viii) must in all cases ensure that any Subcontractor engaged by the Contractor is sufficiently skilled, qualified and experienced to undertake the work the Subcontractor is to perform
- (c) The Contractor must ensure that each Subcontract which has an initial subcontract price equal to or over the amount specified in Item 21 of the Key Details:
- (i) effects and maintains professional indemnity insurance which:
 - (A) covers the Subcontractor's liability in respect of breaches of professional duty (whether owed in contract or otherwise) by the Subcontractor or its Subcontractors in carrying out the work under the relevant Subcontract;
 - (B) covers the Subcontractor for liability to the Principal or the Contractor for the relevant minimum amount listed in Item 18 of the Key Details;
 - (C) unless the Subcontractor using its best endeavours is unable reasonably to procure such a term in the policy, includes at least one automatic reinstatement of the total limit of liability per annum after claims have been paid; and

- (D) remains in place at least until the expiration of a period referred to in Item 18 of the Key Details from completion of the relevant Subcontract works or professional services; and
 - (ii) is obliged under the relevant Subcontract to comply with clause 10.10(c)(i).
- (d) The Contractor will be:
 - (i) fully responsible for the Contractor's Activities despite subcontracting the carrying out of any part of the Contractor's Activities; and
 - (ii) vicariously liable to the Principal for all acts, omissions and defaults of its Subcontractors (and those of the employees, Subcontractors and other agents of its Subcontractors) relating to, or in any way connected with, the Contractor's Activities.
- (e) Whenever requested by the Principal's Representative, the Contractor must give the Principal's Representative details of each of its Subcontracts, including the name and address of the Subcontractor (and its Subcontractors), and the works, goods or services being provided under the Subcontract.
- (f) The Contractor must:
 - (i) ensure that each of its Subcontracts that has an initial subcontract price of the amount specified in Item 21 of the Key Details or more includes provisions to the effect set out in Schedule 15 and a clause to the same effect as this clause 10.10(f)(i) that is binding on the Subcontractor and provide evidence of this to the Principal's Representative when requested by the Principal's Representative;
 - (ii) where a Subcontractor is to carry out design work or other professional services, unless not required by the Principal's Representative, procure that Subcontractor to execute a deed in the form of Schedule 7 and provide this to the Principal's Representative within 5 Business Days of the engagement of that Subcontractor;
 - (iii) ensure that each Subcontractor (and their Subcontractors) executes a Confidentiality Undertaking and provides this to the Principal's Representative within 5 Business Days of the engagement of that Subcontractor;
 - (iv) procure that each of its Subcontractors engaged under a Subcontract that has an initial subcontract price equal to or greater than the amount specified in Item 21 of the Key Details executes a deed in the form of Schedule 20 and provides this to the Principal's Representative within 5 Business Days of being engaged by the Contractor; and
 - (v) in respect of all Subcontracts in which it holds retention money from the Subcontractor, comply with all requirements under the *Building and Construction Industry Security of Payment Amendment (Retention Money Trust Account) Regulation 2015* (NSW).

- (g) The Contractor must, before the Contractor can achieve Completion of the Works or each Portion, procure and provide the Principal's Representative with those warranties described in Schedule 12 or elsewhere in this Contract from the relevant Subcontractors undertaking or supplying the work or items the subject of the warranty. These warranties:
 - (i) must be in the form set out in Schedule 12 and must be in favour of the Principal and any other entity nominated by the Principal's Representative from time to time, including any Rail Transport Agency; and
 - (ii) will not derogate from any rights that the Principal may have against the Contractor in respect of the subject matter of these warranties.
- (h) If directed by the Principal, the Contractor must, without being entitled to compensation, within 5 Business Days of the date of receipt by the Contractor of the direction, execute and deliver to the Principal a deed of assignment or deed of novation, in the form required by the Principal, such deed being between the Principal, the Contractor and the relevant Subcontractor.
- (i) Any direction given by the Principal and any assignment or novation occurring pursuant to this clause 10.10 will not:
 - (i) relieve the Contractor from its liabilities or obligations (including those arising out of any warranties given under this Contract);
 - (ii) limit or otherwise affect the Principal's rights against the Contractor (including those arising out of any warranties given under this Contract); or
 - (iii) entitle the Contractor to make any Claim,

whether under this Contract or otherwise according to any Law.
- (j) The Contractor will, from time to time, provide to the Principal a certificate confirming that each Subcontract and Subcontractor fulfils the requirements of this clause 10.10.

10.11 Cleaning up

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

- (a) at all times keep the Site and the Works clean and tidy and free of refuse;
- (b) comply with the requirements of the Approvals and the Works Brief; and
- (c) before the Contractor can achieve Completion of the Works or a Portion, remove all:
 - (i) rubbish, materials, Temporary Works and Plant, Equipment and Work from the part of the Site relevant to the Works or the Portion; and
 - (ii) remove all spoil and unsuitable land fill from the Site, in order to meet the requirements of the Works Brief.

10.12 The Environment

The Contractor must:

- (a) hold and maintain an environmental management system which complies with the requirements of TfNSW Standard Requirements for so long as any Contractor's Activities are carried out;
- (b) supervise the Subcontractor's activities and ensure that they are complying with all relevant Law, Approvals and TfNSW Standard Requirements in relation to environmental management on the Site and Extra Land; and
- (c) use, and be able to demonstrate the use of, ecologically sustainable development principles (including any of the Principal's sustainability requirements, as set out in the Works Brief and TfNSW Standard Requirements) in the design and construction of the Works, Temporary Works and all other Contractor's Activities.

10.13 Environmental Representative

- (a) The Contractor acknowledges and agrees that:
 - (i) the Principal has appointed the Environmental Representative;
 - (ii) the Environmental Representative is independent of the parties; and
 - (iii) the Environmental Representative will have the authority and independence to advise the Principal's Representative to direct the Contractor as to reasonable steps the Contractor must take to avoid or minimise unintended or adverse environmental impacts.
- (b) The Contractor:
 - (i) must comply with the directions of the Principal's Representative as contemplated by clause 10.13(a)(iii); and
 - (ii) bears the full risk of complying with any directions given by the Principal's Representative as contemplated by clause 10.13(a)(iii) and none of the Principal, the Principal's Representative or the Environmental Representative will be liable upon any Claim arising out or in any way in connection with such directions.

10.14 Site Auditor

- (a) The Contractor acknowledges and agrees that:
 - (i) the Principal has appointed the Site Auditor in accordance with the CLM Act;
 - (ii) the Site Auditor is independent of the parties; and
 - (iii) the Site Auditor has the authority and independence to advise the Principal's Representative to direct the Contractor as to reasonable steps the Contractor must take in order for the Contractor to deliver the Works in accordance with the requirements of the Site Auditor.

- (b) The Contractor:
 - (i) must provide the Site Auditor with unimpeded access to the Site;
 - (ii) must provide the Site Auditor with such information or documents that the Site Auditor requires;
 - (iii) must comply with the directions of the Principal's Representative as contemplated by clause 10.14(a)(iii); and
 - (iv) bears the full risk of complying with any Directions given by the Principal's Representative as contemplated by clause 10.14(a)(iii) and none of the Principal, the Principal's Representative or the Site Auditor will be liable upon any Claim arising out or in any way in connection with such directions.
- (c) The Contractor must ensure that any documents prepared by third parties which are provided to the Site Auditor in accordance with clause 10.14(b)(ii) can be relied upon by the Principal and the Site Auditor as if the Principal and the Site Auditor commissioned those documents.

10.15 Independent Certifier

- (a) The Principal will enter into the Umbrella Independent Certifier Deed with the Independent Certifier after the execution of this Contract.
- (b) Under the terms of the Umbrella Independent Certifier Deed the Independent Certifier will be required to enter into the IC Deed for Remediation Contract on terms that are substantially the same as the form of deed contained Schedule 5.
- (c) The Contractor agrees to execute the IC Deed for Remediation Contract upon being presented with it for execution provided that the deed is in substantially the same as the form of deed contained Schedule 5.
- (d) The Principal will keep the Contractor informed of the progress of the negotiation of the IC Deed for Remediation Contract. If requested by the Principal the Contractor will participate in negotiations with the Principal and the Independent Certifier.
- (e) If the Contractor refuses to execute the IC Deed for Remediation Contract upon being presented with it for execution then the Principal may elect to:
 - (i) have the Principal's Representative perform the Assumed Remediation Contract Services and the Assumed Stage 2 Remediation Works Services (as specified in Schedule 5), in which case the Principal must ensure that the Principal's Representative acts reasonably; or
 - (ii) terminate the Contract under clause 18.7.
- (f) An act or omission (including negligence) of the Independent Certifier will not:
 - (i) relieve a party from, or alter or affect, a party's liabilities, obligations or responsibilities to the other party whether under this Contract or otherwise according to Law; or
 - (ii) prejudice or limit a party's rights against the other party whether under this Contract or otherwise according to Law.

- (g) The Principal and the Contractor acknowledge and agree that each certification, determination and confirmation given by the Independent Certifier pursuant to the IC Deed for Remediation Contract and this Contract, in the absence of an express provision in this Contract to the contrary, or manifest error of fact or Law, are final and binding on the Principal and the Contractor under the IC Deed for Remediation Contract and this Contract.
- (h) The Principal and the Contractor must provide the Independent Certifier with all information and documents and allow the Independent Certifier:
 - (i) to attend meetings; and
 - (ii) access to the Site,
 as may be necessary or reasonably required by the Independent Certifier to allow the Independent Certifier to perform its obligations under the IC Deed for Remediation Contract.
- (i) All notices and documents provided by a party to the Independent Certifier must be copied to the other party. If a party is required to provide a notice or document to the Independent Certifier within a specified time period, that notice or document must be provided to the other party within the same time period.
- (j) The Principal and the Contractor must appoint a Replacement Certifier as the successor to the Independent Certifier as soon as practicable after termination of the IC Deed for Remediation Contract.
- (k) The Principal and the Contractor must enter into a deed with the Replacement Certifier on terms substantially the same as the IC Deed for Remediation Contract.
- (l) In the event that the Principal and the Contractor do not agree on the identity of the Replacement Certifier within 10 Business Days of the termination of the IC Deed for Remediation Contract, the Replacement Certifier will be selected by the Principal.

10.16 Government requirements

- (a) The Contractor must ensure that the Contractor and its Personnel are aware of, and comply with the:
 - (i) Code of Conduct;
 - (ii) TfNSW Standard Requirements;
 - (iii) Government Policies and Guidelines; and
 - (iv) requirements of Schedule 3.
- (b) For the purposes of clause 10.16(a), any reference to "NSW government sector employees" or "Transport for NSW employees" in the Government Policies and Guidelines is to be read as a reference to the Contractor's employees

10.17 Co-operation with Interface Contractors

- (a) The Contractor must at all times:

- (i) permit Interface Contractors to carry out their work on the applicable parts of the Site or on any adjacent property to the Site:
 - (A) at the same time as the Contractor is performing the Contractor's Activities; and
 - (B) at the times agreed with the Interface Contractor, but for this purpose ensure they have safe, clean and clear access to those parts of the Site or property adjacent to the Site required by them for the purpose of carrying out their work;
 - (ii) fully co-operate and consult with Interface Contractors;
 - (iii) do everything reasonably necessary to facilitate the execution of work by Interface Contractors with such assistance as may be reasonably required;
 - (iv) carefully co-ordinate and interface the Contractor's Activities with the work carried out or to be carried out by Interface Contractors, and for this purpose:
 - (A) make proper allowance in all programs for the Interface Contractor's work;
 - (B) review all programs provided by Interface Contractors and confirm that they adequately allow for the Contractor's Activities and any interfaces of the Interface Contractor's work with the Contractor's Activities;
 - (C) monitor the progress of the Interface Work;
 - (D) notify the Principal's Representative of any interface or sequence of activities that may affect the commencement, progress or Completion of the Works or any Portion;
 - (E) ensure the effective coordination of the design and construction of the Works and Temporary Works with the design and construction of the Interface Work;
 - (v) perform the Contractor's Activities so as to minimise any interference with or disruption or delay to the Interface Work;
 - (vi) protect the Works and Temporary Works from accidental damage by Interface Contractors and provide means of receiving, storing and protecting goods and equipment supplied by Interface Contractors; and
 - (vii) carry out the Contractor's Activities so as to avoid interfering with, disrupting or delaying the work of Interface Contractors.
- (b) To the extent the Contractor's Activities interface with Interface Contractor's work, the Contractor must:
- (i) provide the Interface Contractors with sufficient information about the current and expected Contractor's Activities to assist them to coordinate their work with the Contractor's Activities;

- (ii) cooperate, meet with, liaise, and share information with the Interface Contractor;
- (iii) coordinate the Contractor's Activities with Interface Contractors' personnel and work;
- (iv) work directly with Interface Contractors where required to complete the design of the Works and Temporary Works and provide all necessary information to Interface Contractors in respect of the Works and Temporary Works to permit the Interface Contractors to complete the design of the Interface Contractor's work;
- (v) when information is required from an Interface Contractor, provide reasonable written notice which must be at least 10 Business Days (except in special circumstances) requesting such information and specifying the date by which such information is required, with a copy to the Principal's Representative;
- (vi) when any information is requested by Interface Contractors:
 - (A) provide the information to the Interface Contractor, with a copy to the Principal's Representative, within the time requested by the Interface Contractor provided that this time period is reasonable;
 - (B) ensure that such information is provided to Interface Contractors by the requested dates; and
 - (C) ensure and warrant that the information provided is accurate;
- (vii) use its best endeavours to resolve any problems and work closely and iteratively, with Interface Contractors, including providing design options, iterations and work methodologies, to achieve the best solution to such problems, related to:
 - (A) the provision of information;
 - (B) the obtaining of information;
 - (C) the adequacy of information provided to, or received from, Interface Contractors;
 - (D) the compatibility of the Works with the Interface Work;
 - (E) coordination in accordance with this clause 10.17; and
 - (F) technical issues with the information provided to, or received from, Interface Contractors.
- (viii) promptly advise the Principal's Representative of all matters arising out of the liaison with Interface Contractors that may involve a change to design or construction work under this Contract or otherwise have an adverse effect upon the Contractor's Activities; and
- (ix) use its best endeavours to resolve any problems, and work closely and iteratively, with Interface Contractors.

- (ii) the Principal may engage an Other Contractor to carry out the item of Provisional Sum Work; and
 - (iii) the Principal will not be liable upon any Claim by the Contractor arising out of, or in any way in connection with, the deletion of the item of Provisional Sum Work.
- (c) If the Contractor is instructed to proceed with an item of Provisional Sum Work, the Contractor will progressively prepare the Design Documentation for the item of Provisional Sum Work. The Contractor must inform the Principal's Representative when the Design Documentation is being discussed at design and other meetings and the Principal's Representative may attend all meetings.
- (d) Where the Contractor is instructed to proceed with an item of Provisional Sum Work, it must, unless otherwise directed by the Principal's Representative, be carried out under Subcontracts to be let after a competitive tender by the Contractor in accordance with such procedure as may be required by the Principal's Representative.
- (e) If the Contractor enters into a Subcontract for an item of Provisional Sum Work:
- (i) the Contract Sum will, if the amount tendered by the tenderer with whom the Contractor is instructed to enter into the subcontract is more or less than the amount allowed in Item 22 of the Key Details for that item of Provisional Sum Work, be adjusted by the amount of the difference, with no further allowance for overhead and profit; and
 - (ii) any Variation to that work will be dealt with under clause 13.
- (f) If the Principal's Representative directs that an item of Provisional Sum Work is not to be put out to tender in accordance with clause 10.19(d), the Contract Sum will be adjusted for the item of Provisional Sum Work by the difference between:
- (i) the amount allowed for the item of Provisional Sum Work in Item 22 of the Key Details; and
 - (ii) either:
 - (A) an amount agreed between the Contractor and the Principal's Representative; or
 - (B) if they fail to agree, an amount determined by the Principal's Representative under clause 13.3(b) or 13.3(c)(ii) as if the item of Provisional Sum Work were a Variation.

10.20 Setting out

The Contractor must

- (a) set out the Works in accordance with the requirements of this Contract, based on information and survey marks identified by the Contractor that are suitable for their purposes;
- (b) carry out any survey (including providing all instruments and things) that may be necessary for this purpose; and

- (c) In the event that the Contractor and any Interface Contractor fail to resolve a problem or dispute between them:
 - (i) the Contractor must give written notice to the Principal's Representative with a copy to the Interface Contractor describing the problem or dispute;
 - (ii) upon receipt of the Contractor's notice under clause 10.17(c)(i), the Principal's Representative must within 10 Business Days convene a meeting between the Contractor, the relevant Interface Contractor and any other relevant person; and
 - (iii) the parties must work in good faith with the Interface Contractor to resolve the problem or dispute.
- (d) The Contractor acknowledges that conditions similar to those in this clause 10.17 will apply to all Interface Contractors engaged by the Principal, whether working on the Site or on any other site.
- (e) The Contractor acknowledges and agrees:
 - (i) no act or omission by an Interface Contractor will, whether or not it causes any delay, disruption or interference to the Contractor's Activities, constitute an act or omission of the Principal or the Principal's Representative (including any breach of Deed or Variation); and
 - (ii) that except where the Principal's Representative directs a Variation in circumstances where the Contractor has fully complied with this clause 10.17, the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with any act or omission of an Interface Contractor.

10.18 Disputes with Interface Contractors

- (a) Where the Contractor has complied with all of its obligations in clause 10.17, it must promptly give the Principal's Representative written notice of any interface issue or dispute with any Interface Contractor.
- (b) Upon receipt of our notice under clause 10.18(a), the Principal's Representative may:
 - (i) within 5 Business Days convene a meeting between the Principal's Representative, the relevant Interface Contractor and any other relevant person; and
 - (ii) work in good faith with the Contractor and the Interface Contractor to resolve the issues or dispute.

10.19 Provisional Sum Work

- (a) For each item of Provisional Sum Work, the Principal'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 this Contract:
 - (i) the Contract Sum will be reduced by the amount allowed for the item of Provisional Sum Work in Item 22 of the Key Details;

- (c) keep all survey marks in their true positions.

If the Contractor discovers an error in the position, level, dimensions or alignment of any part of the Works, the Contractor must immediately notify the Principal's Representative and, unless the Principal's Representative otherwise directs, the Contractor must at its cost rectify the error.

10.21 Survey

The Contractor must, before the contractor can achieve Completion of the Works or any Portion, and as otherwise required by the Principal's Representative, submit to the Principal's Representative:

- (a) a survey plan under the *Surveying and Spatial Information Act 2002* (NSW) for the Works or the relevant Portion that:
 - (i) has regard to the setback requirements in the Building Code of Australia;
 - (ii) has regard to any stratum lots whether above or below ground;
 - (iii) has regard to the survey control requirements of any relevant Rail Transport Agency;
 - (iv) shows the location of all Monuments (as defined in the *Surveying and Spatial Information Regulation 2006* (NSW)), and their relation to horizontal and vertical boundaries;
 - (v) shows all internal title boundaries;
 - (vi) shows all easements; and
 - (vii) shows the location of the Works and all Services; and
- (b) a survey certificate under the *Surveying and Spatial Information Regulation 2006* (NSW) addressed to the Principal and signed by a land surveyor registered under the *Surveying and Spatial Information Act 2002* (NSW) stating that:
 - (i) the whole of the Works or the Portion has been constructed within the relevant boundaries of the Site stipulated in Annexure F of the Works Brief;
 - (ii) the elements of the Works or the Portion are in the positions and within the tolerances required by Law and this Contract; and
 - (iii) the survey information included in the configuration materials provided pursuant to the TfNSW Standard Requirements complies with the requirements of this Contract.

10.22 Plant, Equipment and Work

The Contractor must not remove from the Site any Plant, Equipment and Work without the Principal's Representative's prior written approval, except for the purpose of achieving Completion as contemplated under clause 10.11(c).

10.23 Working hours

Unless otherwise agreed between the Contractor and the Principal's Representative, the hours of work applicable to the Contractor's Activities to be carried out on Site are those set out in Item 23 of the Key Details.

10.24 Incident Management Reporting

- (a) The Contractor must establish clear guidelines for responding to any Incident arising from the performance of the Contractor's Activities and establish procedures to ensure that the Principal's Representative is promptly notified of any Incident in accordance with the TfNSW Standard Requirements.
- (b) Should an Incident occur which:
 - (i) is reportable under any relevant Law, the Contractor must immediately report the Incident to the relevant Authority and the Principal's Representative in accordance with the TfNSW Standard Requirements; and
 - (ii) relates to rail safety, the Contractor must notify the Principal and any relevant Rail Transport Agency management centre or the nearest network control officer.
- (c) If the Contractor causes or contributes to the occurrence of an Incident and fails to ensure that the Principal is promptly notified, the Principal may without prejudice to any other right it has under this Contract immediately terminate the Contract by written notice to the Contractor.
- (d) The Contractor must, upon the occurrence (or imminent risk of the occurrence) of an Incident, manage the Incident in accordance with Best Industry Practice and all Law, or control or eliminate the adverse impact or the risk of such an Incident arising in the future (as the case may be).

10.25 Industrial relations

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

- (a) assume sole responsibility for and manage all aspects of industrial relations for the Contractor's Activities;
- (b) ensure all Subcontractors manage all aspects of the industrial relations with their employees appropriately;
- (c) keep the Principal's Representative fully and promptly informed of industrial relations problems or issues that affect or are likely to affect the carrying out of the Contractor's Activities and Other Contractors' activities;
- (d) before beginning work on the Site or Extra Land, submit to the Principal's Representative a statement detailing:
 - (i) 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;
 - (ii) the names of each award or enterprise agreement that is likely to cover the Contractor and Subcontractors involved in the Contractor's Activities; and

- (iii) the names of those responsible for coordinating industrial relations for the Contractor's Activities;
- (e) before beginning work on the Site or Extra Land, submit to the Principal's Representative a statement on the Contractor's letterhead and signed by an authorised person, attesting to the Contractor's compliance, in the preceding twelve months, with all employment and legal obligations, including:
 - (i) payment of remuneration to employees;
 - (ii) annual leave provisions;
 - (iii) long service leave payment scheme registration;
 - (iv) obligations to register workers under the *Building and Construction Industry Long Service Payments Act 1986* (NSW);
 - (v) workers' compensation insurance, including self-insurance arrangements;
 - (vi) superannuation fund membership and contributions; and
 - (vii) over-award payments such as redundancy fund contributions; and
- (f) continue to provide during the Contractor's Activities appropriate information to verify compliance with the awards, enterprise and workplace agreements and all other legal obligations relating to the employment of people for the Contractor's Activities.

10.26 AEO Status

The Contractor represents and warrants that it is, or it will employ, an AEO for the purposes of assuring the Contractors Activities, the Works, the Temporary Works and the Works Brief Services.

11 Quality and Defects

11.1 Construction

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

- (a) use workmanship:
 - (i) of:
 - (A) the standard prescribed in the Works Brief; or
 - (B) to the extent it is not so prescribed, a standard consistent which is Best Industry Practice; and
 - (ii) which is safe and Fit for Purpose;
- (b) use materials which:
 - (i) are new and comply with the requirements of the Works Brief, the Approvals and the Contract; and

- (ii) to the extent not fully described in the Contract, which are consistent with Best Industry Practice;
- (iii) are free from defects and other imperfections; and
- (iv) are safe and Fit for Purpose;
- (c) use care, skill, judgment and diligence to the standard prescribed in the Contract, and to the extent it is not so prescribed, of a standard consistent with the Best Industry Practice for work of a nature similar to the Contractor's Activities;
- (d) carry out the Contractor's Activities in a manner that is safe to both people and the environment, in accordance with Law and Best Industry Practice for work of a nature similar to the Contractor's Activities;
- (e) minimise any disruption, interference or inconvenience to the Principal or its Personnel, including the Principal's operations, or any Other Contractors;
- (f) ensure that the Contractor's Personnel engaged in carrying out the Contractor's Activities are suitably qualified and competent; and
- (g) comply with the requirements of the Contract.

11.2 Quality assurance

The Contractor:

- (a) must implement a quality assurance system representing Best Industry Practice and as required under the TfNSW Standard Requirements;
- (b) must allow the Principal's Representative access to the quality 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 Deed obligations or from any of its liabilities whether under the Contract or otherwise by Law as a result of:
 - (i) the implementation of, and compliance with, the quality assurance requirements of the Contract;
 - (ii) any Direction by the Principal's Representative concerning the Contractor's quality assurance system or its compliance or non compliance with that system;
 - (iii) any audit or other monitoring by the Principal's Representative, or anyone else acting on behalf of the Principal, of the Contractor's compliance with the quality assurance system; or
 - (iv) any failure by the Principal's Representative, or anyone else acting on behalf of the Principal, to detect any Defect including where any such failure arises from any negligence on the part of the Principal's Representative or other person.

11.3 Right to inspect

- (a) The Principal's Representative may at any time inspect the Contractor's Activities.

- (b) The Contractor acknowledges that:
 - (i) the Principal's Representative owes no duty to the Contractor to:
 - (A) inspect the Contractor's Activities; or
 - (B) review construction for errors, omissions or compliance with the requirements of the Contract if it does so inspect; and
 - (ii) no inspection of the Contractor's Activities or review of construction by the Principal's Representative will in any way lessen or otherwise affect:
 - (A) the Contractor's obligations whether under the Contract or otherwise by Law; or
 - (B) the Principal's rights against the Contractor whether under the Contract or otherwise by Law.

11.4 Testing

- (a) The Contractor must carry out all Tests required by the Contract.
- (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) if no procedure exists, as reasonably directed by the Principal's Representative.
- (c) Any testing required to be done by an independent authority must be carried out by an authority recognised by the Joint Accreditation System of Australia and New Zealand.

11.5 Test not passed

If the Works fail any Test, the Contractor must:

- (a) promptly remedy the cause of the failure;
- (b) give the Principal's Representative notice of the cause and the remedial action taken; and
- (c) reschedule, re-perform and report on results of the Test until the Test is passed.

Neither the carrying out of a Test nor the issue of a Test report or certificate will release the Contractor from any of its responsibilities, obligations or liabilities under the Contract (including the repair or replacement or both of any part of the Works damaged during the course of any Test).

11.6 Further Tests and opening up

At any time before the expiry of the Defects Liability Period, the Principal's Representative may direct the Contractor:

- (a) to repeat any Test already carried out (whether or not the Test was previously passed);

- (b) to carry out a Test not otherwise required by the Contract; or
- (c) to open up or uncover any part of the Works for inspection or testing,

and the Contractor must comply with any such Direction as soon as practicable and must reinstate and make good any part of the Works so tested, inspected, opened up or uncovered.

11.7 Costs of testing

If:

- (a) the Principal's Representative directs the Contractor to carry out a Test (including a retest) or to open up or uncover any part of the Works for inspection or testing, and that Test or that opening up or uncovering:
 - (i) is not otherwise required by the Contract; or
 - (ii) does not relate to a Defect in respect of which the Principal's Representative gave an instruction under clause 11.9; and
- (b) the results of the Test or the opening up or uncovering show the work is in accordance with the Contract,

the reasonable additional costs necessarily incurred by the Contractor in complying with the Direction, as determined by the Principal's Representative, will be added to the Contract Sum.

11.8 Defects Liability

- (a) Subject to clause 11.9, the Contractor must rectify all Defects whether or not they are identified and notified by the Principal's Representative.
- (b) Without limiting clause 11.8(a), the Contractor must rectify any Defects in the Works or any Portion existing at Completion of the Works or that Portion as soon as possible after Completion of the Works or that Portion.
- (c) When rectifying Defects which existed at Completion, the Contractor must do so at times and in a manner which causes as little inconvenience to the occupants or users of the Works, or Other Contractors, as is reasonably possible.

11.9 Defect Notification

If at any time prior to the expiration of any Defects Liability Period (including for the avoidance of doubt, prior to Completion of the Works or any Portion), the Principal's Representative discovers or believes there is a Defect, the Principal's Representative may give the Contractor a direction identifying the Defect and doing one or more of the following:

- (a) requiring the Contractor to rectify the Defect, or any part of it, and specifying the time within which this must occur;
- (b) requiring the Contractor to investigate and report on any Defect (or any part of it) with the Contractor's proposed methods and methodologies for rectification and specifying the form of the report and the time within which this must be carried out;

- (c) requiring the Contractor to carry out a Variation to overcome the Defect, or any part of it, and specifying the time within which this must be carried out;
- (d) advising the Contractor that the Principal will accept the work, or any part of it, despite the Defect; or
- (e) in respect of any Defect:
 - (i) to which clause 11.10(d) applies; or
 - (ii) discovered during a Defects Liability Period, whether or not a direction has first been given under clause 11.9(a) or 11.9(c),

advising the Contractor that an Other Contractor will rectify (or has rectified) the Defect, or any part of it, or carry out (or has carried out) a Variation to overcome the Defect, or any part of it.

11.10 Rectification of Defect

- (a) If:
 - (i) a direction is given under clauses 11.9(a), 11.9(b) or 11.9(c) (subject to clause 11.10(f)); and
 - (ii) the Contractor considers that the Defect referred to in the direction given under clauses 11.9(a), 11.9(b) or 11.9(c) is not a Defect,

then the Contractor must issue the Principal with written notice notifying the Principal that the Contractor does not consider there to be a Defect, prior to complying with the direction.

- (b) If the Contractor issues the notice referred to in clause 11.10(a), the Principal's Representative may:
 - (i) confirm that the direction entitles the Contractor to make a Claim (other than an Excluded Claim) by the giving of a notice under this clause 11.10(b)(i), which notice will also confirm that clause 11.10(c) applies;
 - (ii) deny that the direction entitles the Contractor to make a Claim by the giving of a notice under this clause 11.10(b)(ii), which notice will also confirm that clause 11.10(c) applies, and the Contractor may issue a notice of dispute under clause 19.1;
 - (iii) deny that the direction entitles the Contractor to make a Claim by the giving of a notice under this clause 11.10(b)(iii), in which case the Contractor must:
 - (A) issue a notice of dispute under clause 19.1; and
 - (B) not comply with the direction unless and until:
 - (aa) the dispute is settled or determined under clause 19; and
 - (ab) the Principal's Representative subsequently gives notice to the Contractor that clause 11.10(c) applies; or

- (iv) withdraw the direction by giving a notice under this clause 11.10(b)(iv).
- (c) If the Principal's Representative gives a notice under clause 11.9(a), 11.9(b) or 11.9(c) (where clause 11.10(a)(ii) is not applicable) or clause 11.10(b)(i), 11.10(b)(ii) or 11.10(b)(iii)(B)(ab), the Contractor must rectify the Defect (or the part of it notified), investigate and report or carry out the Variation work (as the case may be):
- (i) within the time specified in the Principal's Representative's direction which will generally be limited to the periods during which the operational needs from time to time of any Rail Transport Agency will allow for access to the Works;
 - (ii) if after Completion of the Works or relevant Portion:
 - (A) at other times otherwise agreed with the Principal's Representative;
 - (B) in accordance with the requirements of any Rail Transport Agency and any other relevant Authority;
 - (C) so as to minimise the impact on the use of the Works or the Portion; and
 - (D) in a manner which causes as little inconvenience as possible to users of the Works or the Portion or the public, any Service or any access to the Works or the Portion; and
 - (iii) regardless of the existence of a dispute as to whether the Principal's Representative's notice is valid or whether the subject matter of the notice is in fact a Defect.
- (d) If:
- (i) the Contractor does not comply with clause 11.10(c); or
 - (ii) the Defect is an Urgent Defect,
- then the Principal's Representative may, without prejudice to any other rights that the Principal may have against the Contractor with respect to the Defect under this Contract or otherwise at Law, give the Contractor a direction under clause 11.9(e) and have the rectification or Variation work carried out at the Contractor's expense, and the cost of the rectification or Variation work incurred by the Principal will be a debt due from the Contractor to the Principal.
- (e) The Contractor acknowledges and agrees that, in respect of carrying out the rectification of any Defects:
- (i) due to the operational needs of any Rail Transport Agency and/or other operational needs:
 - (A) access may be limited, delayed and rescheduled from time to time;
 - (B) the period of access may be compressed or limited to periods of line shutdown at night, on weekends or on public holidays; and

- (C) the Principal's Representative may direct the Contractor as to:
 - (aa) the times and dates for; and
 - (ab) the work method that must be employed in, carrying out Defect rectification works;
- (ii) its obligation to rectify Defects survives the expiry of the Defects Liability Period where it has received a direction under clause 11.9 prior to the expiration of any Defects Liability Period; and
- (iii) it will not be relieved of its liabilities or responsibilities whether under this Contract or otherwise according to Law by reason of the matters set out in this clause 11.10(e).
- (f) Where a direction is given under clause 11.9(a), the Contractor will not be entitled to make a Claim against the Principal for rectifying the Defect (or the part notified) and must bear all costs, losses and expenses suffered or incurred in rectifying the Defect unless:
 - (i) the Principal's Representative has issued a notice under clause 11.10(b)(i); or
 - (ii) the Principal's Representative has issued a notice under clause 11.10(b)(ii), in which case any entitlement which the Contractor has is not affected by proceeding as directed under clause 11.10(c) before the determination of any dispute.

11.11 Acceptance of work

If:

- (a) a direction is given under clause 11.9; and
- (b) the Contractor is responsible for the Defect (or the relevant part of it),

the Contract Sum will be reduced by the amount determined by the Principal's Representative which represents the cost of correcting the Defect (or the relevant part of it).

11.12 Extension of Defects Liability Period

If:

- (a) the Principal's Representative gives the Contractor a direction under clause 11.9 during the Defects Liability Period; and
- (b) the Contractor is responsible for the Defect (or the relevant part of it),

the Defects Liability Period will be extended for the work required by the instruction for a period of 12 months, commencing upon completion of the correction of the Defect (or the relevant part of it).

11.13 Legal rights not affected

Neither the Principal'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 expiry of the Defects Liability Period, will be affected or limited by:

- (a) the rights conferred upon the Principal or the Principal's Representative by this clause 11 or any other provision of the Contract;
- (b) the failure by the Principal or the Principal's Representative to exercise any such rights; or
- (c) any direction of the Principal's Representative under clause 11.9.

12 Time

12.1 Progress and time for Completion

The Contractor must:

- (a) regularly and diligently progress the Contractor's Activities with due expedition and without delay; and
- (b) use its best endeavours to achieve each Milestone by the relevant Milestone Date; ~~and~~
- ~~(c)~~ achieve Completion of the Works or each Portion by the relevant Date for Completion;
- ~~(d)~~ achieve Portion 2 Administrative Completion by the Date for Portion 2 Administrative Completion; and
- ~~(e)~~(e) achieve Portion 2 Contract Administrative Completion by the Date for Portion 2 Contract Administrative Completion.-

12.2 Programming

- ~~(a)~~ The Contractor acknowledges and agrees that:
 - ~~(i)~~ the program contained in Part 1 of Schedule 22 applies only to the performance of the Portion 1 Barrier Works; and
 - ~~(ii)~~ the program contained in Part 2 of Schedule 22 applies to the performance of the Portion 2 Optional Works only (Initial Program).
- ~~(b)~~ The Contractor must, within 5 Business Days of the date of this Contract, prepare and submit an updated version of the program contained at Part 2 of Schedule 22 to the Principal (Updated Program) which complies with clause 12.2(c).
- ~~(c)~~ The Updated Program to be prepared and submitted under clause 12.2(b) must comply with each of the following requirements:
 - ~~(i)~~ it must not materially depart from any activity, sequence or duration set out in the Initial Program;
 - ~~(ii)~~ it must not alter the Date for Completion; and

- (iii) it must set out a fair and reasonable depiction of the manner in which the Contractor's Activities will be performed using Best Industry Practice.
- (d) Within 5 Business Days of receipt of the Updated Program, the Principal must either:
 - (i) approve the Updated Program (such approval not to be unreasonably withheld); or
 - (ii) provide a written notice to the Contractor stating the amendments required to the Updated Program.
- (e) If the Principal provides a written notice pursuant to clause 12.2(d)(ii), clauses 12.2(c), 12.2(d) and this clause 12.2(e) (as applicable) shall repeat until the Principal approves the Updated Program (such approval not to be unreasonably withheld).
- ~~(a) The Contractor acknowledges and agrees that:~~
 - ~~(i) that the Program contained in Schedule 22 has been prepared on the basis that the Award Date will be 4 May 2018; and~~
 - ~~(ii) to the extent that the Award Date is later than 4 May 2018, the Contractor must, within 5 Business Days of the later Award Date, prepare a program that is identical except that it is that is adjusted to reflect the later Award Date, which will replace the Program contained in Schedule 22.~~
- ~~(b)(f)~~ The Program will be used to monitor the progress of the Contractor's Activities.
- ~~(e)(g)~~ The Contractor must:
 - (i) update the Program periodically, in accordance with the TfNSW Standard Requirements (unless otherwise required by the Principal's Representative) to take account of:
 - (A) changes to the Program which have been approved by the Principal's Representative in accordance with this Contract; and
 - (B) extensions of time granted under clause 12.9 and/or clause 12.11; and
 - (ii) must give the Principal's Representative copies of the updated Program for approval by the Principal's Representative.

12.3 Resequencing the Contractor's Activities

- (a) The Principal's Representative may, by written notice to the Contractor, direct in what order and at what time the various stages or parts of the Contractor's Activities must be performed.
- (b) If the Contractor can reasonably comply with the Principal's Representative's direction under clause 12.3(a), the Contractor must do so. If the Contractor cannot reasonably comply, the Contractor must notify the Principal's Representative in writing, giving reasons.
- (c) For the avoidance of doubt a direction under this clause 12.3:

- (i) will not constitute a direction under this clause 12.3 unless the direction is in writing and expressly states that it is a direction under this clause 12.3; and
- (ii) will be valued as a Variation under clause 13.3(c).

12.4 Contractor not relieved

Any review of, comments upon or approval of, or any failure to review or comment upon, a program (including the Program) by the Principal's Representative will not:

- (a) relieve the Contractor from or alter its liabilities or obligations under the Contract, especially (without limitation) the obligation to achieve:
 - (i) each Milestone by the Milestone Date; ~~and~~
 - ~~(ii)~~ Completion of the Works or each Portion by the relevant Date for Completion;
 - ~~(iii)~~ Portion 2 Administrative Completion by the Date for Portion 2 Administrative Completion; and
 - ~~(ii)(iv)~~ Portion 2 Contract Administrative Completion by the Date for Portion 2 Contract Administrative Completion;
- (b) evidence or constitute the granting of an extension of time or an instruction by the Principal'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 Principal's or the Principal's Representative's Deed obligations.

12.5 Acceleration chosen by Contractor

If the Contractor chooses to accelerate progress:

- ~~(a)~~ neither the Principal nor the Principal's Representative will be obliged to take any action to assist or enable the Contractor to achieve:
 - ~~(i)~~ -a Milestone by the relevant Milestone Date;
 - ~~(ii)~~ ~~or~~ Completion of the Works or each Portion by the relevant Date for Completion; or
 - ~~(i)(iii)~~ Portion 2 Administrative Completion by the Date for Administrative Completion;
- (b) the time for the carrying out of the Principal's or the Principal's Representative's obligations will not be affected; and
- (c) the Contractor will not be entitled to make any Claim against the Principal in relation to such acceleration.

12.6 Delays entitling Claim

Subject to clause 12.8, if the Contractor is or will be delayed in achieving a Milestone or Completion of the Works or a Portion by a Qualifying Cause in a manner which will prevent it from achieving Completion of the Works or the

Portion by the Date for Completion, unless that date is extended, the Contractor may claim an extension of time.

12.7 Extension of time Claim

To claim an extension of time under clause 12.6 the Contractor must:

- (a) within 10 Business Days of the commencement of the occurrence causing the delay, submit a written claim to the Principal's Representative for an extension to the Date for Completion, Date for Administrative Completion or Date for Contract Administrative Completion (as the case may be) which:
 - (i) gives detailed particulars of the delay and the occurrence causing the delay; and
 - (ii) states the number of days extension of time claimed, together with the basis of calculating that period, including evidence that the Contractor has been, or will be, delayed in achieving Completion in the manner set out in clause 12.8(c); and
- (b) if the effects of the delay continue beyond the period of 10 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 for an extension to the Principal's Representative:
 - (i) every 10 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 clause ~~12.7(a)~~12.7(a).

12.8 Conditions precedent to extension

It is a condition precedent to the Contractor's entitlement to an extension of time that:

- (a) the Contractor must give the written claims required by clause 12.7 as required by that clause;
- (b) the cause of the delay was beyond the reasonable control of the Contractor and was not caused or contributed to by the Contractor or the Contractor's Personnel; and
- (c) the Contractor must have actually been delayed in achieving a Milestone or Completion of the Works or a Portion by a Qualifying Cause, in a manner which will prevent it from achieving Completion of the Works or the Portion by the relevant Date for Completion, unless that date is extended.

12.9 Extension of time

Subject to clause 12.10, if the conditions precedent in clause 12.8 have been satisfied, the Date for Completion will be extended by a reasonable period determined by the Principal's Representative and notified to the Principal and the Contractor within 15 Business Days of the Contractor's written claim under clause 12.7(a) 12.7(a), but where further Claims are submitted under clause 12.7(b), then within 15 Business Days of the last of those Claims.

12.10 Reduction in extension of time

The Principal's Representative will reduce any extension of time it would otherwise have notified to the Principal and the Contractor under clause 12.9 to the extent that the Contractor or the Contractor's Personnel:

- (a) contributed to the delay; or
- (b) failed to take all steps necessary both to preclude the cause of the delay and to avoid or minimise the consequences of the delay.

12.11 Unilateral extensions

- (a) Whether or not the Contractor has made, or is entitled to make, a claim for an extension of time under this clause 12, the Principal's Representative may, in its absolute discretion at any time and from time to time by written notice to the Contractor and the Principal, unilaterally extend the Date for Completion.
- (b) The power to extend any Date for Completion under this clause 12.11:
 - (i) may only be exercised by the Principal's Representative and the Principal's Representative is not required to exercise its discretion under this clause 12.11 for the benefit of the Contractor; and
 - (ii) is not a Direction which can be the subject of a dispute pursuant to clause 19 or in any other way opened up or reviewed by any other person (including any expert, arbitrator or court).

12.12 Delay costs

- (a) The Contractor will not be entitled to make any Claim against the Principal for delay arising out of or in any way in connection with delay or completion of the Contractor's Activities, however that delay may have been caused, other than under this clause 12.12.
- (b) Subject to clause 12.12(g), where an extension of time has been granted under clause 12.9 for a Compensable Cause, the Principal will pay the Contractor such reasonable additional direct on-site costs (if any) as are necessarily incurred by the Contractor as a result of that delay, as determined by the Principal's Representative, up to the maximum amount stated in Item 24 of the Key Details. The Contractor must take reasonable steps to mitigate the extra costs incurred by it as a result of the delay.
- (c) The Contractor may only include a claim for delay costs in the progress claim delivered immediately after the Date of Completion of the Works, a Portion or a Separable Portion.
- (d) In calculating the amount to be paid pursuant to clause 12.12(b) the Principal's Representative shall only have regard to, and the Contractor's entitlement will be capped by reference to the lesser of:
 - (i) the number of days of extensions of time granted for Compensable Causes; and
 - (ii) the period by which the Date of Completion for the Works, the Portion or the Separable Portion is later than the original Date for Completion for the Works, the Portion or the Separable Portion (as the case may be).

- (e) The extra costs payable to the Contractor under this clause 12.12 will not include any profit, loss of profit or offsite overheads.
- (f) Any delay costs payable under this clause 12.12 will be a limitation upon the Principal's liability to the Contractor in respect of any Claim by the Contractor for any loss suffered or incurred by the Contractor arising out of or in any way in connection with any delay which the Contractor suffers or encounters in carrying out the Contractor's Activities as a result of a breach of Deed by the Principal.
- (g) The Principal's liability to the Contractor under this clause 12.12 is limited to, in respect of each category:
 - (i) the amount per day; and
 - (ii) the total aggregate amount,
 up to the amount stated in Item 24 of the Key Details.

12.13 Suspension

- (a) The Principal'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.
- (b) If a suspension under this clause 12.13 arises as a result of:
 - (i) the Contractor's failure to carry out its obligations in accordance with the Contract, the Contractor will not be entitled to make any Claim against the Principal arising out of, or in any way in connection with, the suspension; or
 - (ii) a cause other than the Contractor's failure to carry out its obligations in accordance with this Contract:
 - (A) an instruction to suspend under this clause 12.13 will entitle the Contractor to be paid by the Principal the reasonable extra costs necessarily incurred by the Contractor as a result of the suspension as determined by the Principal's Representative;
 - (B) the Contractor must take all steps possible to mitigate the extra costs incurred by it as a result of the suspension; and
 - (C) the Contractor will not be entitled to make any Claim against the Principal arising out of, or in any way in connection with, the suspension other than under this clause 12.13(b)(ii).

12.14 Instruction to accelerate

- If:
- (a) the Contractor gives the Principal's Representative a Claim under clause 12.7; or
 - (b) the Principal's Representative forms the view that the progress of the Works or a Portion is not in accordance with the Program or Schedule 21;

the Principal's Representative may:

- (c) 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:
 - (i) a Milestone by the relevant Milestone Date; and/or
 - (ii) Completion of the Works or the Portion by the relevant Date for Completion; and/or
 - ~~(ii)~~(iii) Portion 2 Administrative Completion by the Date for Portion 2 Administrative Completion; and
- (d) give such an instruction whether or not the cause of delay for which the Contractor has given its Claim under clause 12.7 otherwise entitles the Contractor to an extension of time to any relevant Milestone Date and/or Date for Completion.

12.15 Partial acceleration

If the Principal's Representative gives the Contractor an instruction to accelerate under clause 12.14 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.

12.16 Acceleration

If the Principal's Representative gives an instruction to the Contractor under clause 12.14:

- (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 (using its best endeavours) the:
 - (i) -Milestone by the relevant Milestone Date;
 - (ii) ~~-and/or~~ Completion of the Works or the Portion by the relevant Date for Completion; and/or
 - ~~(i)~~(iii) Portion 2 Administrative Completion by the Date for Portion 2 Administrative Completion.
- (b) if the Contractor would, but for the instruction, have been entitled to an extension of time to the 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; and
- (c) subject to clause 12.15, the Contractor will not be entitled to make any Claim against the Principal, 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 Principal under this clause 12.16.

12.17 The Principal's rights to liquidated damages not affected

The Principal's rights to liquidated damages under clause 15.5~~15.4~~ for a failure by the Contractor to achieve:

(a) ~~Completion of the Portion 1 Barrier Works of the Works or a Portion by any relevant~~ the Date for Completion of the Portion 1 Barrier Works; and

(b) Completion of the Portion 2 Optional Works by:

(i) the Date for Completion of Separable Portion 1 of the Portion 2 Optional Works; and

(ii) the Date for Completion of Separable Portion 1 of the Portion 2 Optional Works.

-are not affected by the Principal's Representative giving the Contractor an instruction to accelerate under clause 12.14.

13 Variations

13.1 Variation price request

(a) At any time prior to the:

(i) -Date of Portion 1 Completion; or

(ii) Date of Portion 2 Administrative Completion.

~~of the Works or a Portion~~ (but without limiting clauses 5.3 and 11.7), the Principal's Representative may issue a document titled "Variation Price Request" to the Contractor which will set out details of a proposed Variation which the Principal is considering.

(a)(b) Within 10 Business Days of the receipt of a "Variation Price Request" the Contractor must provide the Principal's Representative with a written notice in which the Contractor sets out:

(i) the adjustment (if any) to the Contract Sum to carry out the proposed Variation; and

(ii) the effect (if any) which the proposed Variation will have on the then approved Program, including the relevant Milestone Dates, and Date for Completion and the Date for Portion 2 Administrative Completion (as relevant).

13.2 Variation order

(a) Whether or not the Principal's Representative has issued a "Variation Price Request" under clause 13.1, the Principal's Representative may at any time prior to the:

(i) ~~the~~ Date of Portion 1 Completion; or

(ii) Date of Portion 2 Administrative Completion.

-of the Works or the Portion (but without limiting clauses 5.3 and 11.7), instruct the Contractor to carry out a Variation by issuing a written document to the Contractor titled "Variation Order" in which the Principal's Representative will state one of the following:

(i)(iii) the proposed adjustment to the Contract Sum as set out in the Contractor's notice under clause 13.1 (if any) is agreed and the Contract Sum will be adjusted accordingly; or

~~(iii)~~(iv) any adjustment to the Contract Sum will be determined under clauses 13.3(b) and 13.3(c).

- (b) No Variation will invalidate the Contract, irrespective of the nature, extent or value of the works the subject of the Variation.

13.3 Adjustment for Variation

Subject to clause 20.1, the Contract Sum will be adjusted for all Variations which have been the subject of a Direction by the Principal's Representative by:

- (a) where clause 13.2(a)(iii) applies, the agreed amount; or
- (b) where clause 13.2(a)(iv) applies an amount determined by the Principal's Representative using any rates or prices which appear in the Schedule of Prices to the extent they are applicable to, or it is reasonable to use them for valuing the Variation, to which will be added:
 - (i) the following percentage or percentages of the amount determined:
 - (A) where the adjustment to the Contract Sum is to be an increase, those percentages specified in Item 25 of the Key Details for non time related Overhead Costs and profit; or
 - (B) where the adjustment to the Contract Sum is to be a decrease, the percentage specified in Item 25 of the Key Details for off site Overhead Costs and profit; and
 - (ii) any reasonable costs and expenses incurred by the Contractor arising from the Variation delaying the Contractor; or
- (c) to the extent clause 13.3(b) does not apply, a reasonable amount:
 - (i) to be agreed between the parties; or
 - (ii) failing agreement, determined by the Principal's Representative, to which will be added:
 - (iii) the following percentage or percentages of the amount determined:
 - (A) where the adjustment to the Contract Sum is to be an increase, those percentages specified in Item 25 of the Key Details for non-time related Overhead Costs and profit; or
 - (B) where the adjustment to the Contract Sum is to be a decrease, the percentage specified in Item 25 of the Key Details for off site Overhead Costs and profit; and
 - (iv) any reasonable costs and expenses incurred by the Contractor arising from the Variation delaying the Contractor.

13.4 Omissions and deletions

If a Variation the subject of a Direction by the Principal's Representative omits or deletes any part of the Works or a Portion, the Principal may thereafter either

perform this work itself or employ or engage Other Contractors to perform the omitted or deleted work.

13.5 Variations requested by Contractor

The Contractor may, for its convenience, request the Principal's Representative to direct a Variation. Any such request must be in writing and must contain the following details:

- (a) a description of the Variation;
- (b) the additional or reduced costs or time involved in the Variation and any proposal for sharing any savings in costs with the Principal including the amount; and
- (c) any benefits which will flow to the Principal from the Variation.

13.6 The Principal's Representative's determination

After a request is made by the Contractor in accordance with clause 13.5, the Principal'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 Principal's Representative will not be obliged to exercise its discretion under this clause 13.6 for the benefit of the Contractor.

13.7 Variation approved by the Principal's Representative

If the Principal's Representative issues a written notice under clause 13.6 approving the Contractor's request under clause 13.5:

- (a) unless otherwise agreed, the Contractor will not be entitled to make a Claim against the Principal arising out of, or in any way in connection with, the Variation;
- (b) if the Contractor's request offered to share savings in cost with the Principal, the Contract 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 Variation.

13.8 Compensable Causes

If a Compensable Cause necessitates a change to the Works or the Contractor's Activities then:

- (a) the Principal must direct a Variation under clause 13.2 in respect of that change to the Works; and
- (b) any delay costs will be valued pursuant to clause 12.12.

13.9 Variation due to SOM Contractor request

- (a) If the Principal instructs a Variation to the design of the Portion 2 Optional Works in accordance with clause 6.8~~6.8~~ the Principal's

Representative must issue a document titled 'Variation Price Request' to the Contractor which sets out the details of the Variation.

- (b) Within 20 Business Days of receipt of the 'Variation Price Request' the Contractor must provide the Principal's Representative with a written notice in which the Contractor sets out:
 - (i) the price to carry out the proposed Variation; and
 - (ii) the effect (if any) which the proposed Variation will have on:
 - (A) the approved Program, including the relevant Milestone Dates and Date for Completion; and
 - (B) the RAP or any other aspect of the Works or Approvals.
- ~~(c)~~ The price for the Variation must be agreed between the parties (acting reasonably) before commencement of the Works.

~~(d)~~(c)

14 Payment

14.1 Payment obligation

Subject to clause 14.10 and to any other right to set-off which the Principal may have, the Principal must pay the Contractor:

- (a) the Contract Sum; and
- (b) any other amounts which are payable by the Principal to the Contractor under the Contract.

14.2 Payment claims

- (a) The Contractor must give the Principal's Representative claims for payment on account of the Contract Sum and any other amounts payable by the Principal to the Contractor under this Contract:
 - (i) subject to clause 14.4 and the requirements of the TfNSW Standard Requirements:
 - (A) on the 6th day of each month after the Award Date or where that day is not a Business Day, the next Business Day; and
 - (B) at the time required by clause 14.9;
 - (ii) be in the form of the payment breakdown schedule in Schedule 2 or in such other form which the Principal's Representative reasonably requires; and
 - (iii) which are based on the Schedule of Prices to the extent such prices are relevant.
- (b) The Contractor cannot include in any payment claim under this clause 14.2, a Claim which is barred by clause 20.5.

- (c) The Contractor agrees with the Principal that a payment claim submitted to the Principal's Representative under this clause 14.2 is received by the Principal's Representative as agent for the Principal.

14.3 Payment statements

- (a) The Principal's Representative must within 10 Business Days of receiving a payment claim under clauses 14.2 or 14.9 give the Contractor, on behalf of the Principal, a payment statement which states:
 - (i) the value of the work completed in accordance with the Contract;
 - (ii) the amount already paid to the Contractor;
 - (iii) the amount the Principal is entitled to retain, deduct, withhold or set-off under the Contract;
 - (iv) the amount (if any) which the Principal's Representative believes to be then payable by the Principal to the Contractor on account of the Contract Sum and otherwise under the Contract and which the Principal proposes to pay to the Contractor; and
 - (v) if the amount in clause 14.3(a)(iv) is less than the amount claimed in the payment claim:
 - (A) the reason why the amount in clause 14.3(a)(iv) is less than the amount claimed in the payment claim; and
 - (B) if the reason for the difference is that the Principal has retained, deducted, withheld or set-off payment for any reason, the reason for the retention, deduction, withholding or setting-off payment.
- (b) The issue of a payment statement by the Principal'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.
- (c) Failure by the Principal's Representative to set out in a payment statement an amount which the Principal is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to the Contractor by the Principal will not prejudice the Principal's right to subsequently exercise its right to retain, deduct, withhold or set-off any amount under the Contract.
- (d) If the Principal has notified the Contractor in accordance with clause 14.14(f)(iv) that it no longer proposes to issue a recipient created tax invoice for a taxable supply made by the Contractor for the Principal, the Contractor must, within 2 Business Days after receipt of the payment statement issued by the Principal's Representative, provide to the Principal a valid tax invoice from the Contractor for the amount set out as payable in the payment statement.

14.4 Conditions precedent to payment

The Contractor is not entitled to give the Principal a payment claim under clause 14.2 or 14.9, and the Principal is not obliged to make any payment under clause 14.5, unless the Contractor has provided the Principal's Representative with:

- (a) a Certificate of Design Compliance and a Certificate of Construction Compliance, in the relevant forms set out in Schedule 17;
- (b) any Unconditional Undertakings and parent company guarantee required under clause 4;
- (c) any evidence of any insurance taken out by the Contractor which is required under clause 5.5;
- (d) all duly executed deed polls as required under the Contract ;
- (e) all duly executed Confidentiality Undertakings as required by clause 10.10(f)(iii); and
- (f) documents showing compliance by the Contractor with clause 14.11.

14.5 Payment

- (a) Subject to clauses 14.4 and 14.10, the Principal must pay the Contractor the amount set out as payable in the payment statement within 15 Business Days of receipt by the Principal's Representative of the payment claim under clause 14.2 or 14.9.
- (b) If a payment statement issued under this clause 14.5 shows an amount owing by the Contractor to the Principal, the Contractor must pay the Principal that amount within 5 Business Days of receipt by the Contractor of the payment statement.

14.6 Payment on account

- (a) Any payment statement or payment of moneys is not:
 - (i) evidence of the value of work or that work has been satisfactorily carried out in accordance with the Contract;
 - (ii) an admission of liability; or
 - (iii) approval by the Principal or the Principal's Representative of the Contractor's performance or compliance with the Contract.
- (b) Payment is only to be taken as payment on account.

14.7 Unfixed goods and materials

- (a) Unfixed goods and materials will not be included in the value of work in a payment statement under clause 14.3 unless:
 - (i) the Contractor gives the Principal's Representative with its payment claim under clause 14.2:
 - (A) an Unconditional Undertaking equal to the payment claimed for the unfixed goods and materials; and
 - (B) such evidence as may be required by the Principal's Representative that title to the unfixed goods and materials will vest in the Principal upon payment;
 - (ii) the unfixed goods and materials are clearly marked as the property of the Principal and are on the Site or available for immediate delivery to the Site; and

- (iii) the unfixed goods and materials are properly stored in a place approved by the Principal's Representative.
- (b) Upon payment of a payment statement which includes unfixed goods and materials, title in the unfixed goods and materials will vest in the Principal.
- (c) If the Contractor has given the Principal an Unconditional Undertaking for payment for unfixed goods and materials, the Principal must release it to the Contractor once those goods and materials are incorporated into the Works.

14.8 Completion payment claim and notice

- (a) Within 40 Business Days after the Date of Completion of the Works, a Portion or a Separable Portion ~~or a Portion~~, the Contractor must give the Principal's Representative:
 - (i) a payment claim which must include all amounts which the Contractor claims from the Principal on account of the Contract Sum or otherwise under the Contract; and
 - (ii) notice of any other amounts which the Contractor claims from the Principal,

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 prior to the Date of Completion of the Works, a Portion or a Separable Portion.

- (b) The payment claim and notice required under this clause 14.8 are in addition to the other notices which the Contractor must give to the Principal's Representative under the Contract in order to preserve its entitlements to make any such Claims.
- (c) Without limiting this clause 14.8, the Contractor cannot include in this payment claim or notice any Claims which are barred by clause 20.5.
- (d) After the date for submitting the payment claim and notice under this clause 14.8 has passed, the Contractor releases the Principal 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 occurred prior to the Date of Completion of the Works, Portion or Separable Portion except for any Claim included in a payment claim or notice under this clause 14.8 which is given to the Principal's Representative within the time required by, and in accordance with the terms of, this clause 14.8.

14.9 Final payment claim and notice

- (a) Within 20 Business Days after the expiry of the last Defects Liability Period the Contractor must give the Principal's Representative:
 - (i) a payment claim which must include all amounts which the Contractor claims from the Principal on account of the Contract Sum or otherwise under the Contract; and
 - (ii) notice of any other amounts which the Contractor claims from the Principal,

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 prior to the expiry of the last Defects Liability Period.

- (b) The payment claim and notice required under this clause 14.9 are in addition to the other notices which the Contractor must give to the Principal's Representative under the Contract in order to preserve its entitlements to make any such Claims.
- (c) Without limiting this clause 14.9, the Contractor cannot include in this payment claim or notice any Claims which are barred by clause 20.5.
- (d) After the date for submitting the payment claim and notice under this clause 14.9 has passed, the Contractor releases the Principal 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 occurred prior to the expiry of the last Defects Liability Period except for any Claim included in a payment claim or notice under this clause 14.9 which is given to the Principal's Representative within the time required by, and in accordance with the terms of, this clause 14.9.

14.10 Right of set off

- (a) The Principal may deduct from any moneys otherwise due to the Contractor and from any security held by the Principal:
 - (i) any debt or other moneys due from the Contractor to the Principal (including any due debt from the Contractor to the Principal pursuant to section 26C of the SOP Act); or
 - (ii) any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act; or
 - (iii) any Claim to money which the Principal may have against the Contractor whether for damages (including liquidated damages) or otherwise,

whether under the Contract, any other contract or agreement or otherwise at Law, whether or not relating to the Contractor's Activities.

- (b) The rights given to the Principal under this clause 14.10 are in addition to and do not limit or affect any other rights of the Principal under the Contract or at Law and nothing in the clause affects the right of the Principal to recover from the Contractor the whole of the debt or Claim in question or any balance that remains owing.
- (c) Failure by the Principal to deduct from an amount otherwise due to the Contractor any amount which the Principal is entitled to deduct under this clause 14.10, will not prejudice the Principal's right to subsequently exercise its right of deduction under this clause 14.10.
- (d) This clause 14.10 will survive any termination of the Contract.

14.11 Payment of workers and Subcontractors

The Contractor is not entitled to give the Principal a payment claim under clause 14.2 or 14.9, and the Principal is not obliged to make any payment under clause 14.5, unless the Contractor has provided the Principal's Representative with:

- (a) a statutory declaration in the form of Schedule 13, together with any supporting evidence which may be reasonably required by the Principal's Representative, duly signed by the Contractor or, where the Contractor is a corporation, by a representative of the Contractor who is in a position to know the facts declared; and
- (b) copies of all relevant certificates of currency in respect of Workers Compensation Insurance which the Contractor has in place in connection with the Contractor's Activities.

14.12 Interest

The Principal will pay simple interest at the 90 day bank bill rate on any amount which has been set out as payable by the Principal's Representative in a payment statement under clause 14.3, but which is not paid by the Principal within the time required by the Contract. This will be the Contractor's sole entitlement to interest including damages for loss of use of, or the cost of borrowing money.

14.13 SOP Act

- (a) The Contractor agrees with the Principal that the date prescribed in clause 14.2(a)(i) as the date on which the Contractor must make a payment claim is, for the purposes of section 8 of the SOP Act, the "reference date" (as defined in the SOP Act).
- (b) For the purposes of section 17(3) of the SOP Act, the Contractor irrevocably chooses the Resolution Institute as the "authorised nominating authority" (as that term is defined in the SOP Act) for any adjudication application it may make under the SOP Act in respect of the subject matter of the Contract.
- (c) When an adjudication occurs under the SOP Act, and the Principal has paid an adjudicated amount to the Contractor:
 - (i) the amount will be taken into account by the Principal's Representative in issuing a payment statement under clause 14.3; 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 Principal ("**overpayment**"), the overpayment will be a debt due and payable by the Contractor to the Principal which the Contractor must pay to the Principal 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 14.10, the Principal 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 Principal pursuant to Division 2A of the SOP Act.
- (e) If the Principal 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 Principal pursuant to Division 2A of the SOP Act, then:

- (i) the Principal may lead and rely upon Division 2A of the SOP Act as a defence to any Claim for the money by the Contractor from the Principal; and
- (ii) the period during which the Principal retains money due to the Contractor pursuant to an obligation under Division 2A of the SOP Act will not be taken into account for the purpose of determining:
 - (A) any period for which money owed by the Principal to the Contractor has been unpaid; and
 - (B) the date by which payment of money owed by the Principal to the Contractor must be made.
- (f) The Contractor agrees not to commence proceedings to recover any amount withheld by the Principal pursuant to a payment withholding request served on the Principal in accordance with Division 2A of the SOP Act.
- (g) Any amount paid by the Principal pursuant to section 26C of the SOP Act will be a debt due from the Contractor to the Principal.
- (h) If the Principal withholds money pursuant to a payment withholding request served on the Principal pursuant to Division 2A of the SOP 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 Principal within 5 days of the occurrence of the event in clauses 14.13(h)(i) or 14.13(h)(ii) (as applicable) by providing to the Principal a statement in writing in the form of a statutory declaration together with such other evidence as the Principal may require evidencing that the amount has been paid or the adjudication application has been withdrawn (as the case may be).

14.14 GST

- (a) The parties acknowledge that unless otherwise expressly stated all consideration payable or to be provided 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 14.14(b) will be paid to the Supplier at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be) is paid or provided 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 Contractor, it will not be obliged to pay any amount in respect of GST to the Principal (whether under this clause 14.14 or otherwise) in respect of a taxable supply made by the Principal unless and until the Principal 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 Principal under or in connection with this Contract:
 - (i) the Principal will issue to the Contractor a recipient created tax invoice ("**RCTI**") for each taxable supply made by the Contractor to the Principal under the Contract within 28 days from the date that the taxable supply is made;
 - (ii) the Principal 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 Principal; and
 - (iv) the Principal 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 Principal will not be required to issue RCTIs in respect of such supplies and the Contractor will be required to issue tax invoices to the Principal (including under clause 14.3) as a condition precedent to the Principal 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 14.14 in respect of that supply, then:
 - (i) 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); and
 - (ii) the Supplier agrees to issue an adjustment note.
- (h) In this clause 14.14:
 - (i) unless the contrary intention appears, 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.

14.15 ~~Initial Portion 2 Price~~Not Used

- (a) ~~As at the Award Date the Contract Sum includes the Initial Portion 2 Price.~~
- (b) ~~If following the execution of the SOM Contract by all parties to it this Contract is:~~
 - (i) ~~novated to the SOM Contractor, the Initial Portion 2 Price and the Initial Portion 2 Program will be adjusted as provided for in the SOM Deed of Novation; or~~
 - (ii) ~~amended by the deletion of the Portion 2 Optional Works, the Initial Portion 2 Price will be deducted from the Contract Sum; or~~
 - (iii) ~~neither novated nor amended, the Initial Portion 2 Price and the Initial Portion 2 Program will be adjusted as provided for in clause 6.8.~~

15 Completion

15.1 Contractor to notify

- (a) The Contractor must give the Principal's Representative written notice:
 - (i) 28 Business Days; and
 - (ii) 14 Business Days,before it anticipates achieving Portion 1 Completion. ~~of the Works or a Portion.~~

~~(b) The Contractor must give the Principal's Representative, Independent Certifier and SOM Contractor written notice:~~

- ~~(i) 28 Business Days; and~~
- ~~(ii) 14 Business Days.~~

~~before it anticipates achieving Portion 2 Completion.~~

15.2 ~~The Principal's Representative to inspect~~Inspection

- (a) In relation to the Portion 1 Barrier Works, ~~t~~The Principal's Representative must:
 - (i) promptly, and in any event no later than 10 Business Days after receiving the Contractor's second written notice under clause 15.1 or a notice under clause 15.2(b) (as the case may be), inspect ~~the Works or a~~ Portion 1 Barrier Works; and
 - (ii) if satisfied that Completion of Portion 1 Barrier Works has been achieved, issue a notice to the Principal and the Contractor:

- (A) stating the date upon which the Principal's Representative determines Completion of Portion 1 Barrier Works was achieved; and
- (B) containing a list of any minor Defects of the type described in paragraph (a) of the definition of "Portion 1 Completion" or "~~Portion 2 Completion~~" (as applicable) in clause 1.1; or
- (C) if not satisfied that Completion has been achieved, issue a notice so advising the Contractor and the Principal.

(b) If the Principal's Representative issues a notice under clause 15.2(a)(ii)(C) the Contractor must proceed to bring the Works or the Portion to Completion and thereafter when it considers it has achieved Completion it will give the Principal's Representative written notice to that effect after which this clause 15.2 will reapply.

(c) In relation to the Portion 2 Optional Works:

(i) the Contractor acknowledges the SOM Contractor will, subject to the requirements set out in clause 7.4(i)(i), monitor the performance of the Portion 2 Optional Works to assess whether the:

(A) Portion 2 Optional Works fulfil the SaM Site Earthworks Model; and

(B) the compaction of the Remediation Fill Layer has been constructed in accordance with Compaction Standards;

(ii) the Principal's Representative, Independent Certifier and SOM Contractor must promptly, and in any event no later than 10 Business Days after receiving the Contractor's written notice under clause 15.1(b)(ii) or a notice under clause 15.2(e) (as the case may be), jointly inspect those Works; and

(iii) the Contractor acknowledges and agrees that the Principal's Representative and the SOM Contractor may make representations to the Independent Certifier of any instance of non-compliance of the SaM Site Earthworks Model and Compaction Standards in relation to the compaction of the Remediation Fill Layer.

(d) Following the joint inspection under clause 15.2(c)(ii), the Independent Certifier must within 5 Business Days:

(i) if Portion 2 Completion has been achieved, provide to the Principal's Representative, the Contractor and the SOM Contractor a Certificate of Completion in respect of Portion 2; or

(ii) if Portion 2 Completion has not been achieved, provide a notice to the Contractor, the Principal and the SOM Contractor in which it states the items which remain to be completed before Portion 2 Completion will be achieved.

(e) If the Independent Certifier issues a notice under clause 15.2(d)(ii) the Contractor must proceed with the relevant Contractor's Activities to bring the relevant Works to Portion 2 Completion and thereafter when it considers it has achieved Portion 2 Completion it must give the Principal,

the SOM Contractor and the Independent Certifier a revised executed Contractor's Certificate of Portion 2 Completion after which clause 15.2(c) to this clause 15.2(e) will re-apply.

15.3 Take over upon Completion

Upon the issue of ~~a Notice of Completion~~ either:

(a) a Notice of Completion in respect of Portion 1 Barrier Works;

(b) a Certificate of Completion in respect of Portion 2 Optional Works.

then:

~~(a)~~(c) the Contractor must hand over ~~the Works or~~ the relevant Portion which has achieved Completion to the Principal; and

~~(b)~~(d) in respect of Portion 1 Barrier Works, the Contractor must correct all minor Defects listed in the Notice of Completion as soon as possible after the Date of Completion of Portion 1 Barrier Works.

15.4 Portion 2 Administrative Completion

(a) The Contractor must give the Principal's Representative and the Independent Certifier written notice on each date that is:

(i) 30 days;

(ii) 7 days,

before the date on which the Contractor estimates that Portion 2 Administrative Completion will be achieved.

(b) When the Contractor considers it has achieved Portion 2 Administrative Completion it must notify the Principal's Representative and the Independent Certifier and provide them with an executed Contractor's Certificate of Portion 2 Administrative Completion.

(c) The Contractor acknowledges and agrees that the Principal's Representative may within 5 Business Days of receipt of the Contractor's Certificate of Portion 2 Administrative Completion referred to in clause 15.4(b), make representations to the Independent Certifier as to whether the Contractor has failed to deliver to the Principal's Representative those documents required to be provided under the definition of Portion 2 Administrative Completion.

(d) The Independent Certifier must within 2 Business Days of the expiry of the timeframe as set out in clause 15.4(c):

(i) if Portion 2 Administrative Completion has been achieved, provide to the Principal and the Contractor a Certificate of Administrative Completion in respect of Portion 2 Optional Works; or

(ii) if Portion 2 Administrative Completion has not been achieved, provide a notice to the Contractor and the Principal and the SOM Contractor in which it states the items which remain to be completed before Portion 2 Administrative Completion will be achieved.

(e) If the Independent Certifier issues a notice under clause 15.4(d)(ii) the Contractor must proceed to bring the relevant Works to Portion 2 Administrative Completion and thereafter when it considers it has achieved Portion 2 Administrative Completion it must give the Principal and the Independent Certifier a revised executed Contractor's Certificate of Portion 2 Administrative Completion after which clause 15.4(a) to this clause 15.4(e) will re-apply.

15.5 Portion 2 Contract Administrative Completion

(a) The Contractor must give the Principal's Representative and the Independent Certifier written notice on each date that is:

(i) 30 days;

(ii) 7 days,

before the date on which the Contractor estimates that Portion 2 Contract Administrative Completion will be achieved.

(b) When the Contractor considers it has achieved Portion 2 Contract Administrative Completion it must notify the Principal's Representative and the Independent Certifier and provide them with an executed Contractor's Certificate of Portion 2 Contract Administrative Completion.

(c) The Contractor acknowledges and agrees that the Principal's Representative may within 5 Business Days of receipt of the Contractor's Certificate of Portion 2 Contract Administrative Completion referred to in clause 15.5(b), make representations to the Independent Certifier as to whether the Contractor has failed to deliver to the Principal's Representative those documents required to be provided under the definition of Portion 2 Contract Administrative Completion.

(d) The Independent Certifier must within 2 Business Days of the expiry of the timeframe as set out in clause 15.5(c):

(i) if Portion 2 Contract Administrative Completion has been achieved, provide to the Principal and the Contractor an Independent Certifier's Certificate of Portion 2 Contract Administrative Completion in respect of Portion 2 Optional Works; or

(ii) if Portion 2 Contract Administrative Completion has not been achieved, provide a notice to the Contractor and the Principal and the SOM Contractor in which it states the items which remain to be completed before Portion 2 Contract Administrative Completion will be achieved.

(e) If the Independent Certifier issues a notice under clause 15.5(d)(ii) the Contractor must proceed to bring the relevant Works to Portion 2 Contract Administrative Completion and thereafter when it considers it has achieved Portion 2 Contract Administrative Completion it must give the Principal and the Independent Certifier a revised executed Contractor's Certificate of Portion 2 Contract Administrative Completion after which clause 15.5(a) to this clause 15.5(e) will re-apply.

15.415.6 Liquidated damages

(a) In respect of the Portion 1 Barrier Works, if the Date of Completion of Portion 1 Barrier Works ~~of the Works or a Portion~~ has not occurred by the Date for Completion ~~of Portion 1 Barrier Works for the Works or the~~

~~Portion~~, the Contractor must pay liquidated damages at the rate specified in Item 26(a) of the Key Details for every day after the Date for Completion of Portion 1 Barrier Works until the earlier of:

- (i) ~~Date~~ the Date of Completion of Portion 1 Barrier Works; and
- (ii) the date this Contract is terminated, ~~or until the~~ ~~Contract is terminated~~, ~~whichever occurs first~~.

(b) In respect of the Portion 2 Optional Works, if:

(i) the Date of Completion for Separable Portion 1 has not occurred by the Date for Completion of Separable Portion 1, the Contractor must pay liquidated damages at the rate specified in Item 26(b)(i) of the Key Details for every day after the Date for Completion of Separable Portion 1 until the earlier of:

- (A) the Date of Completion for Separable Portion 1; and
- (B) the date this Contract is terminated; and

(ii) the Date of Completion for Separable Portion 2 has not occurred by the Date for Completion of Separable Portion 2, the Contractor must pay liquidated damages at the rate specified in Item 26(b)(ii) of the Key Details for every day after the Date for Completion of Separable Portion 2 until the earlier of:

- (A) the Date of Completion for Separable Portion 2; and
- ~~(A)~~(B) the date this Contract is terminated.

(c) If liquidated damages are simultaneously payable in respect of both Separable Portion 1 and Separable Portion 2 of the Portion 2 Optional Works, then:

- (i) for the period that the rates payable are the same for both Separable Portions, the total rate payable for Portion 2 Optional Works will be capped at the rate payable for one Separable Portion; and
- (ii) for the period that the rates payable are different for each Separable Portion, the total rate payable for Portion 2 Optional Works will be capped at the higher of the two rates for Separable Portion 1 and Separable Portion 2.

(d) If liquidated damages are simultaneously payable in respect of both Portions, then:

- (i) for the period that the rates payable are the same for both portions, the total rate will be capped at the rate payable for one Portion; and
- (ii) for the period that the rates payable are different for each Portion, the total rate will be capped at the higher of the two rates.

~~(b)~~(e) The amounts payable under this clause 15.515-4 will be a debt due from the Contractor to the Principal.

(f) This amount is an agreed genuine pre-estimate of the Principal's damages if:

(i) ~~the Date of Completion of Portion 1 Barrier Works~~ does not occur by the Date for Completion ~~of Portion 1 Barrier Works; or~~

(ii) ~~the Date of Completion for Separable Portion 1 of the Portion 2 Optional Works does not occur by the Date for Completion of Separable Portion 1 of the Portion 2 Optional Works; or~~

~~(i)(iii)~~ ~~the Date of Completion for Separable Portion 2 of the Portion 2 Optional Works does not occur by the Date for Completion of Separable Portion 2 of the Portion 2 Optional Works.~~

~~(e)(g)~~ No liquidated damages or other damages will be payable by the Contractor for the Contractor's failure to achieve a Milestone by the Milestone Date.

~~15.5~~**15.7** **General damages if liquidated damages unenforceable**

If the liquidated damages under clause 15.5~~15.4~~ are found to be a penalty, or if clause 15.5~~15.4~~ is found to be void or unenforceable for any reason (whether in whole or in part), then the Contractor will be liable to pay unliquidated damages at Law for the breach for which the liquidated damages under clause 15.5~~15.4~~ would have been payable had the relevant liquidated damages or clause 15.5~~15.4~~ not been a penalty or not been void or unenforceable.

~~15.6~~**15.8** **Cap on liquidated damages**

The Contractor's total aggregate liability to the Principal under clauses 15.5~~15.4~~ and 15.7 is limited to the amount stated in Item 27 of the Key Details.

16 Final Completion

16.1 Final Completion

(a) Immediately after the Date of Completion ~~of each Portion and each Separable Portion~~, the Contractor must expeditiously and diligently progress the rectification of Defects and outstanding Contractor's Activities which are required to achieve Final Completion.

(b) Final Completion will be achieved when the:

~~(i)~~ ~~Portion 1 has achieved Portion 1 Administrative Completion under this Contract;~~

~~(ii)~~ ~~Portion 2 has achieved Portion 2 Contract Administrative Completion under this Contract;~~

~~(i)(iii)~~ ~~the Defects Liability Period have expired and all Defects specified under 15.2(a)(ii) have been corrected or waived by the Principal's Representative;~~

~~(ii)(iv)~~ Contractor has reinstated all Temporary Works in accordance with the requirements of this Contract; and

~~(iii)(v)~~ Contractor has done everything else which this Contract requires the Contractor to have done as a condition precedent or precondition to Final Completion.

(c) When the Contractor considers that Final Completion has been achieved, the Contractor must:

- (i) notify the Principal's Representative of its opinion; and
 - (ii) request the Principal's Representative to issue a Certificate of Final Completion.
- (d) Within 15 Business Days of Contractor's request under clause 16.1(c), the Principal's Representative must either:
- (i) if Final Completion has been achieved, issue to the Principal and the Contractor a Certificate of Final Completion stating as the Date of Final Completion the date on which Final Completion was achieved; or
 - (ii) if Final Completion has not been achieved, issue a notice to the Principal and the Contractor listing the work remaining to be performed to achieve Final Completion.
- (e) If the Principal's Representative issues a notice under clause 16.1(d)(ii) the Contractor must continue with the rectification of the Defects and the Contractor's Activities to achieve Final Completion and clause 16.1(d) will reapply.
- (f) The Principal's Representative, in making a determination as to whether Final Completion has been achieved:
- (i) will not be restricted by any:
 - (A) certification, notice, list or opinion already provided under this Contract; or
 - (B) obligation of the Contractor under this Contract to correct any Defects which may be discovered after Final Completion; and
 - (ii) will be entitled to raise any items of work as a ground for determining that Final Completion has not been achieved.

16.2 Effect of Certificates

- (a) The Principal's Representative's certification as set out in a Certificate of Final Completion is final and binding on the parties for the purposes only of establishing that Final Completion has occurred and the date on which it occurred.
- (b) Subject to clause 16.2(a), a certification of the Principal's Representative will not:
 - (i) constitute an approval by the Principal of the Contractor's performance of its obligations under this Contract;
 - (ii) be taken as an admission or evidence that the Works comply with this Contract; or
 - (iii) prejudice any rights or powers of the Principal under this Contract or otherwise according to Law, including any rights which the Principal may have in respect of Defects.

17 Step-In

17.1 Step-in Events

Each of the following is a Step-in Event:

- (a) an event set out in clause 18.2; and
- (b) an event or circumstance which arises out of or in connection with the Contractor's Activities that poses a serious threat to, or causes or will cause material damage or material disruption to:
 - (i) the health or safety of persons;
 - (ii) the Environment;
 - (iii) any property; or
 - (iv) the safe performance of Contractor's Activities.

17.2 Step-in Rights

- (a) If:
 - (i) a Step-in Event occurs; and
 - (ii) the Principal has given notice to Contractor in accordance with clause 17.2(b),

then a Step-in Party may exercise all or any of the Step-in Powers set out in clause 17.3 in an endeavour to remedy the Step-in Event or overcome the risk or mitigate any consequences resulting from the Step-in Event ("**Step-in Right**").

- (b) The notice referred to in clause 17.2(a)(ii) must be in writing and must specify:
 - (i) the Step-in Event which has triggered the Step-in Right;
 - (ii) the Contractor's Activities which the Principal proposes the Step-in Party will perform;
 - (iii) the date on which the relevant Step-in Party proposes to commence performing the relevant Contractor's Activities; and
 - (iv) the date, if any, on which the relevant Step-in Party proposes to cease exercising the relevant Contractor's Activities.
- (c) The Step-in Right is without prejudice to the Principal's other rights in respect of a Step-in Event.

17.3 Step-in Powers

A Step-in Party may, in performing Contractor's Activities referred to in the notice under clause 17.2(a)(ii), do anything in respect of those activities that Contractor could do including:

- (a) exercise all or any of Contractor's rights, and perform all or any of Contractor's obligations:

- (i) in connection with the performance of Contractor's Activities;
 - (ii) under or in relation to any other document to which Contractor is a party; and
 - (iii) under or in relation to any Accreditation or other Approval held by the Contractor, as if it were the Contractor, to the exclusion of the Contractor;
- (b) do anything the Step-in Party considers necessary or desirable to remedy the Step-in Event or overcome the risk or mitigate any consequences resulting from the Step-in Event; and
- (c) do anything incidental to the matters listed in clauses 17.3(a) or 17.3(b), ("Step-in Powers").

17.4 Contractor's obligations

- (a) The Contractor must:
- (i) cooperate with the Step-in Party in the exercise of the Step-in Powers;
 - (ii) assist the Step-in Party to enable the Step-in Party to perform all or any of the Contractor's obligations under or in relation to any Accreditation or other Approval held by the Contractor;
 - (iii) take any step which the Step-in Party considers necessary or desirable to remedy the Step-in Event or overcome the risk or mitigate any consequences resulting from the Step-in Event; and
 - (iv) ensure that its Subcontractors do likewise.
- (b) Without limiting clause 17.4(a), the Contractor must:
- (i) allow the Step-in Party to access and use:
 - (A) all or any of the land and assets used in the performance of Contractor's Activities;
 - (B) the Contractor's Personnel; and
 - (C) any information the Step-in Party reasonably requires;
 - (ii) to the extent necessary, procure any consents to disclose Personal Information to the Step-in Party;
 - (iii) assist the Step-in Party in dealing with ONRSR in relation to any Accreditation issues;
 - (iv) comply with all reasonable directions given by the Step-in Party; and
 - (v) ensure that its Subcontractors do likewise,
- to enable the Step-in Party to exercise its Step-in Powers.
- (c) The Contractor irrevocably appoints the Principal as its attorney with full power to exercise the Step-in Powers (or to delegate the exercise of the Step-in Powers to another Step-in Party).

- (d) The Contractor's obligations under this Contract will be suspended to the extent and for such period as is necessary to permit the Principal to exercise its Step-in Rights.
- (e) The Contractor acknowledges that a Step-in Party is not under any obligation to remedy the Step-in Event nor to overcome the risk or mitigate any consequences resulting from the Step-in Event.

17.5 The Principal's obligations

The Principal must ensure that each Step-in Party, in exercising the Step-in Powers, uses its reasonable endeavours to perform the Contractor's Activities in accordance with the requirements of this Contract.

17.6 No liability

The Contractor acknowledges that the Principal will have no liability to the Contractor, and the Contractor will not be entitled to make any Claim against the Principal, arising out of or in connection with:

- (a) any conduct, delay, negligence or breach of duty in the exercise or non-exercise of a Step-in Power; nor
- (b) any Loss which results, except where it arises from:
 - (i) fraud, wilful default or recklessness on the part of the Step-in Party;
 - (ii) a Compensable Cause; or
 - (iii) a Qualifying Cause.

17.7 Step-out

- (a) A Step-in Party must cease to exercise the Step-in Powers as soon as reasonably practicable and, in any event, upon the earlier of:
 - (i) the relevant Step-in Event being remedied (or the risk or consequences resulting from the Step-in Event being overcome) to the satisfaction of the Principal; and
 - (ii) the Principal's Representative notifying the Contractor in writing that the Step-in Party will no longer exercise the Step-in Powers.
- (b) The Principal must give written notice to the Contractor of the date on which the Step-in Party will cease to exercise the Step-in Powers (which notice must be given by the Principal to the Contractor at least 10 Business Days prior to the date the Step-in Party propose ceases to exercise the Step-in Powers).
- (c) Upon the Step-in Party ceasing to exercise the Step-in Powers, the Contractor must resume the performance of relevant Contractor's Activities in accordance with this Contract (unless this Contract has been terminated).

18 Termination

18.1 Preservation of rights

Subject to clause 18.6, nothing in this clause 18, or that a party does or fails to do pursuant to this clause 18, 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.

18.2 Contractor default

The Principal may give a written notice under clause 18.3 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 otherwise than in accordance with clause 12.13 or otherwise does not regularly and diligently progress the Contractor's Activities with due expedition and without delay;
- (c) fails to enter into the SOM Deed of Novation, if required, pursuant to clause 1.9(b);
- (d) fails to provide security as required by clause 4.1, 4.3 or 4.4, or a parent company guarantee as required by clause 4.6;
- (e) fails to effect, have in place or otherwise maintain or provide evidence of, insurance as required by clause 5.4;
- (f) fails to use the materials or standards of workmanship required by the Contract;
- (g) does not comply with any Direction of the Principal's Representative made in accordance with the Contract;
- (h) abandons the Contractor's Activities or otherwise plainly demonstrates the intention not to continue performance of its obligations under the Contract;
- (i) is in substantial breach of any applicable Law;
- (j) does not comply with the requirements of the Approvals;
- (k) would become liable to the Principal for liquidated damages or unliquidated damages under clauses 15.4 or 15.7 for an amount exceeding the amount referred to in clause 15.8, but for the cap on liability under clause 15.8;
- (l) fails to achieve a Milestone by the Milestone Date;
- ~~(m)~~ fails to achieve [Portion 2 Administrative Completion](#) by the Date for [Portion 2 Administrative Completion](#);
- ~~(m)~~~~(n)~~ fails to achieve [Portion 2 Contract Administrative Completion by the Date for Portion 2 Contract Administrative Completion](#);
- ~~(n)~~~~(o)~~ does not comply with the TfNSW Standard Requirements; or
- ~~(o)~~~~(p)~~ is in material breach of the Contract.

18.3 Contents of notice of default

A notice under this clause 18.3 must state:

- (a) that it is a notice under clause 18.3;
- (b) the breach relied upon;
- (c) if:
 - (i) the breach is capable of being remedied, that the Principal requires the Contractor to remedy the breach within a period stipulated by the Principal in the notice of receiving the notice; or
 - (ii) if the breach is not capable of being remedied, the Principal requires the Contractor to demonstrate within a period stipulated by the Principal in the notice how it will prevent a recurrence of the breach or further breaches.

18.4 Termination for insolvency or breach

If:

- (a) an Insolvency Event occurs to the Contractor, or where the Contractor comprises 2 or more persons, to any one of those persons; or
- (b) the Contractor does not:
 - (i) remedy a breach of Deed the subject of a notice under clause 18.3 within the period stipulated in the notice under clause 18.3; or
 - (ii) demonstrate to the Principal's satisfaction within a period stipulated by the Principal in the notice how it will prevent a recurrence of the breach or further breaches,

then the Principal may by written notice to the Contractor terminate the Contract.

18.5 The Principal's entitlements after termination

Subject to clause 18.1, if:

- (a) the Principal terminates the Contract under clause 18.4; or
- (b) the Contractor repudiates the Contract and the Principal otherwise terminates the Contract,

then:

- (c) the Principal will:
 - (i) be entitled to take over and use, or require the Contractor to remove from the Site, the Plant, Equipment and Work, the Temporary Works and all materials, equipment and other things intended for the Works;
 - (ii) not be obliged to make any further payments to the Contractor, including any money the subject of a payment claim under clause 14.2 or 14.9 or a payment statement under clause 14.3; and

- (iii) 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 on the basis that the Contractor has repudiated the Contract and the Principal has accepted the Contractor's repudiation; and
- (d) the Contractor must immediately hand over to the Principal all copies of:
 - (i) documents provided by the Principal under clause 6.1; and
 - (ii) any Deliverables prepared by the Contractor to the date of termination (whether complete or not).

This clause 18.5 will survive any termination of the Contract.

18.6 Contractor's entitlements after termination

If the Principal 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 18.6 will survive any termination of the Contract.

18.7 Termination for convenience

Without prejudice to any of the Principal's other rights, the Principal may:

- (a) at any time for its sole convenience, and for any reason, by written notice to the Contractor terminate the Contract effective from the time stated in the Principal's notice or if no such time is stated, at the time the notice is given to the Contractor; and
- (b) thereafter, at its absolute discretion, complete the uncompleted part of the Contractor's Activities either itself or by engaging Other Contractors or contractors.

18.8 Costs

- (a) If the Principal terminates the Contract under clause 18.7, the Contractor:
 - (b) will be entitled to payment of the following amounts as determined by the Principal's Representative:
 - (i) for work carried out prior to the date of termination the amount which would have been payable if the Contract had not been terminated and the Contractor submitted a payment claim for the Contract value of work carried out prior to the date of termination, provided that ownership of all goods and materials included in the value of work will vest in the Principal, free of any security interest, upon payment;
 - (ii) the cost of goods or materials reasonably ordered by the Contractor for the Plant, Equipment and Work for which the Contractor is legally bound to pay provided that:

- (A) the value of the goods or materials is not included in any previous payment by the Principal or the amount payable under clause 18.8(b)(i); and
- (B) ownership in the goods and materials will vest in the Principal, free of any security interest, upon payment; and
- (iii) the reasonable direct costs incurred by the Contractor (excluding profit but including an amount for overheads) as a direct result of the termination,
 - but in no case will the total amount payable to the Contractor under the Contract (including under this clause 18.8) be more than the Contract Sum; and
- (c) must:
 - (i) take all steps possible to mitigate the costs referred to in clause 18.8(b); and
 - (ii) immediately:
 - (A) deliver all items in which ownership has passed to the Principal under the Contract; and
 - (B) hand over to the Principal all copies of:
 - (aa) documents provided by the Principal under clause 6.1; and
 - (ab) Deliverables prepared by the Contractor to the date of termination (whether complete or not).
- (d) The amount to which the Contractor is entitled under this clause 18.8 will be a limitation upon the Principal'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 Principal arising out of, or in any way in connection with, the termination of the Contract other than for the amount payable under this clause 18.8.
- (e) This clause 18.8 will survive the termination of the Contract by the Principal under clause 18.7.

19 Disputes

19.1 Notice of dispute

- (a) If a dispute or difference arises between the Contractor and the Principal or between the Contractor and the Principal'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 Contract, the dispute or difference must be determined in accordance with the procedure in this clause 19.
- (b) Where such a dispute or difference arises, either party may give a notice in writing ("**Notice of Dispute**") to the Principal's Representative and the other party specifying:

- (i) the dispute or difference;
- (ii) particulars of the party's reasons for being dissatisfied; and
- (iii) the position which the party believes is correct.

19.2 Negotiation

The Principal's Representative and the Contractor's Representative (or their nominees) must, within 5 Business Days of a notice being given under clause 19.1, meet and undertake genuine and good faith negotiations with a view to resolving the dispute or difference.

19.3 Executive negotiation

Whether or not negotiations have taken place under clause 19.2, if dispute or difference is not resolved within 10 Business Days after a notice is given under clause 19.1, it must be referred to senior executives of each party (as [detailed in Schedule 1](#) ~~nominated by each party~~) who must:

- (a) meet and undertake genuine and good faith negotiations with a view to resolving the dispute or difference; and
- (b) if they cannot resolve the dispute or difference, endeavour to agree upon a procedure to resolve the dispute or difference.

19.4 Expert determination

Whether or not negotiations have taken place under clause 19.3, if the senior executives of each party have not resolved, or agreed upon a procedure to resolve the dispute or difference within 25 Business Days after a notice is given under clause 19.1, either party may submit the dispute or difference to an expert determination.

19.5 The expert

The expert determination under clause 19.4 is to be conducted by an independent industry expert appointed by the Chair for the time being of the Resolution Institute (unless the parties agree otherwise).

19.6 Not arbitration

An expert determination conducted under this clause 19 is not an arbitration and the expert is not an arbitrator. The expert may reach a decision from his or her own knowledge and expertise.

19.7 Procedure for determination

The expert will:

- (a) act as an expert and not as an arbitrator;
- (b) proceed in any manner he or she thinks fit;
- (c) conduct any investigation which he or she considers necessary to resolve the dispute or difference;
- (d) examine such documents, and interview such persons, as he or she may require; and

- (e) make such directions for the conduct of the determination as he or she considers necessary.

19.8 Disclosure of interest

The expert must:

- (a) disclose to the parties any interest he or she has in the outcome of the determination; and
- (b) not communicate with one party to the determination without the knowledge of the other.

19.9 Costs

Each party will:

- (a) bear its own costs in respect of any expert determination; and
- (b) pay one half of the expert's costs.

19.10 Conclusion of expert determination

Unless otherwise agreed between the parties, the expert must notify the parties of his or her decision upon an expert determination conducted under this clause 19 within 20 Business Days from the acceptance by the expert of his or her appointment.

19.11 Agreement with expert

- (a) The expert will not be liable to the parties arising out of, or in any way in connection with, the expert determination process, except in the case of fraud.
- (b) The parties must enter into an agreement with the appointed expert on the terms set out in Schedule 14 or such other terms as the parties and the expert may agree.

19.12 Determination of expert

The determination of the expert:

- (a) must be in writing;
- (b) will be:
 - (i) substituted for the relevant Direction of the Principal's Representative (if applicable); and
 - (ii) final and binding,

unless a party gives notice of appeal to the other party within 15 Business Days of the determination; and

- (c) is to be given effect to by the parties unless and until it is reversed, overturned or otherwise changed under the procedure in this Contract or the Agreement with the expert under clause 19.11.

19.13 Arbitration

- (a) If:
 - (i) the expert fails to notify the parties of his or her decision within the time required by clause 19.10; or
 - (ii) a notice of appeal is given under clause 19.12,the dispute or difference will be referred to arbitration.
- (b) The arbitration will be conducted before a person to be:
 - (i) agreed between the parties; or
 - (ii) failing agreement within 20 Business Days of the referral to arbitration, appointed by the Chair for the time being of the Resolution Institute (unless the parties agree otherwise).
- (c) To the extent that they are not inconsistent with the Contract, the Resolution Institute Arbitration Rules will apply to the arbitration.
- (d) The seat of the arbitration will be Sydney, Australia.
- (e) The arbitrator will have power to grant all legal, equitable and statutory remedies and to open up, review and substitute any determination of an expert under clause 19.12.
- (f) Notwithstanding anything else, to the extent permissible by Law, the arbitrator will have no power to apply or to have regard to the provisions of Part 4 of the Civil Liability Act 2002 (NSW).

19.14 SOM Interface Disputes

- (a) SOM Interface Disputes will be resolved in accordance with this clause.
- (b) A SOM Interface Dispute arises where:
 - (i) a dispute arises under or in connection with the SOM Contract and such dispute:
 - (A) is based on facts, matters or circumstances that are substantially the same as facts, matters or circumstances that are the basis of a dispute that has arisen under or in connection with this Contract; or
 - (B) a claim is made by the SOM Contractor against the Principal that arises out of the conduct of the Contractor or a breach of this Contract by the Contractor; or
 - (ii) a dispute arises under or in connection with this Contract and such dispute:
 - (A) is based on facts, matters or circumstances that are substantially the same as facts, matters or circumstances that are the basis of a dispute that has arisen under or in connection with the SOM Contract; or

- (B) a claim is made by the Contractor against the Principal that arises out of the conduct of the SOM Contractor or a breach of the SOM Contract by the SOM Contractor.
- (c) If a SOM Interface Dispute arises then:
- (i) the Principal may notify the Contractor in writing setting out details as to why the dispute is a SOM Interface Dispute; and
 - (ii) at the direction of the Principal, the Contractor:
 - (A) must participate in any negotiations, mediation, or expert determination process in relation to the SOM Interface Dispute; and
 - ~~(B) consents to having any dispute or Claim made by it, the SOM Contractor or the Principal in relation to a SOM Interface Dispute resolved in the Tripartite Dispute Process and to being joined as a party to the Tripartite Dispute Process;~~
 - (C) consents to having any dispute or Claim made under or in connection with this Contract stayed pending the final resolution of the SOM Interface Dispute under the SOM Contract to the extent of the matters and issues the subject of the SOM Interface Dispute; ~~and~~
 - ~~(D) the outcome of the Tripartite Dispute process will be binding on the Contractor to the extent of the matters and issues the subject of the SOM Interface Dispute.~~
 - ~~(E)~~ (B) The Contractor must comply with a direction under clause 19.15(c) and any dispute as to whether the dispute the subject of the direction is a SOM Interface Dispute will be resolved as part of the Tripartite Dispute Process.

19.15 Not Used ~~Tripartite Dispute Process~~

- ~~(a) The Tripartite Dispute process is as set out in this clause.~~
- ~~(b) The Principal, the Contractor and the SOM Contractor must, within 5 Business Days of a notice being given under clause 19.14(c)(i) meet and undertake genuine and good faith negotiations with a view to resolving the dispute or difference.~~
- ~~(c) Whether or not negotiations have taken place under clause 19.15(b) if the dispute or difference is not resolved within 10 Business Days after a notice is given under clause 19.14(c)(i) it must be referred to senior executives of each party (as nominated by each party) who must:

 - ~~(i) meet and undertake genuine and good faith negotiations with a view to resolving the dispute or difference; and~~
 - ~~(ii) if they cannot resolve the dispute or difference, endeavour to agree upon a procedure to resolve the dispute or difference.~~~~
- ~~(d) Whether or not negotiations have taken place under this clause if the senior executives of each party have not resolved, or agreed upon a procedure to resolve the dispute or difference within 25 Business Days~~

~~after a notice is given under this 19.14(c)(i) any party may submit the dispute or difference to an expert determination.~~

- ~~(e) If a party refers the dispute or difference to expert determination then:~~
- ~~(i) clauses 19.4 to 19.13 (expert determination and arbitration) will apply but on the basis that the parties will be the Contractor, the SOM Contractor and the Principal; and~~
 - ~~(ii) the expert and the arbitrator will make findings and determinations in relation to the rights and obligations of:
 - ~~(A) the Principal and the SOM Contractor under or in connection with the SOM Contract; and~~
 - ~~(B) the Principal and the Contractor under or in connection with this Contract.~~~~

19.16 Survive termination

This clause 19 will survive any termination of the Contract.

19.17 Continuation of Contractor's Activities

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.

20 Notices

20.1 Notice of Variation

If the Contractor considers that a Direction by the Principal's Representative which is not expressed to be a "Variation Order" under clause 13.2, constitutes or involves a Variation, the Contractor must, if it wishes to make a Claim against the Principal arising out of, or in any way in connection with, the Direction:

- (a) within 5 Business Days of receiving the Direction and before commencing work on the subject matter of the Direction, give notice to the Principal's Representative that it considers the Direction constitutes or involves a Variation;
- (b) within 15 Business Days of giving the notice under clause 20.1(a), submit a written claim to the Principal's Representative which includes the details required by clause 20.3(b); and
- (c) continue to carry out the Contractor's Activities in accordance with the Contract and all Directions of the Principal's Representative, including any Direction in respect of which notice has been given under this clause 20.1.

20.2 Notice of other Claims

Except for Claims for:

- (a) an extension of time under clause 12.7;

- (b) a Variation instructed in a "Variation Order" under clause 13.2 or to which clause 20.1 applies; or
- (c) payment under clause 14.2 or 14.9 of the original Contract Sum specified in Item 3 of the Key Details,

the Contractor must give the Principal's Representative the notices required by clause 20.3 if it wishes to make a Claim against the Principal in respect of any Direction by the Principal's Representative or any other fact, matter or thing (including a breach of the Contract by the Principal) under, arising out of, or in any way in connection with, the Contract or the Contractor's Activities, including anything in respect of which:

- (d) it is otherwise given an express entitlement under the Contract; or
- (e) the Contract expressly provides that:
 - (i) specified costs are to be added to the Contract Sum; or
 - (ii) the Contract Sum will be otherwise increased or adjusted,

as determined by the Principal's Representative.

20.3 Prescribed notices

The notices referred to in clause 20.2 are:

- (a) a written notice within 5 Business Days 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 15 Business Days of giving the written notice under clause 20.3(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.

20.4 Continuing events

If the Direction or fact, matter or thing upon which the Claim under clause 20.1(b) or clause 20.2 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 20.3(b) every 20 Business Days after the written claim under clause 20.1(b) or 20.3(b) (as the case may be) was submitted or given to the Principal's Representative, until after the Direction or fact, matter or thing upon which the Claim is based has, or the consequences thereof have, ceased.

20.5 Time bar

If the Contractor fails to comply with clauses 20.1, 20.2, 20.3 or 20.4:

- (a) the Principal 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 Principal,

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 20.1 or 20.2 applies.

20.6 Other provisions unaffected

Nothing in clauses 20.1, 20.2, 20.3, 20.4 or 20.5 will limit the operation or effect of any other provision of the Contract which requires the Contractor to give notice to the Principal's Representative in order to preserve an entitlement to make a Claim against the Principal.

21 Limitation of liability

21.1 Exclusion of Liability

Subject to clauses 21.2, 21.3 and 21.4, neither party will be liable to the other for any Consequential or Indirect Loss howsoever arising.

21.2 Contractor's liability cap

The Contractor's aggregate liability to the Principal in contract, tort (including negligence) or otherwise under the Contract is limited to the amount stated in Item 29 of the Key Details.

21.3 The Principal's Liability Cap

The Principal's aggregate liability to the Contractor in contract, tort (including negligence) or otherwise under the Contract is limited to the amount stated in Item 30 of the Key Details.

21.4 Exceptions to liability exclusions and caps

Clauses 21.1 and 21.2 do not operate to limit or restrict Contractor's liability:

- (a) arising out of or in connection with any criminal acts or fraud on the part of Contractor or an Associate of the Contractor;
- (b) arising out of or in connection with wilful misconduct or recklessness on the part of Contractor or an Associate of the Contractor;
- (c) arising out of or in connection with to the extent to which, by Law, the parties cannot limit or contract out of such liability;
- (d) arising out of or in connection with termination on the basis of the Contractor's repudiation of the Contract or pursuant to clause 18.4;
- (e) arising out of or in connection with the Contractor's indemnification under clauses 4.7(b), 5.1, 5.2, 6.17, 7.5(b), 7.6(d), 7.7(j), 7.9(b), 7.11(h), 22(a), 23.21(c), 23.23(c)(ii);

- (f) arising out of or in connection with in respect of injury to or death of persons caused or contributed to by the Contractor or an Associate of the Contractor;
- (g) to the extent that Contractor has:
 - (i) recovered from a third party (including any Subcontractor and whether by way of indemnity or otherwise); or
 - (ii) would have recovered from a third party, had it diligently pursued a claim against the third party,

an amount in respect of that liability;
- (h) to the extent that Contractor:
 - (i) is indemnified in respect of that liability by a policy of insurance required under this Contract; or
 - (ii) would have been indemnified in respect of that liability by a policy of insurance required under this Contract if Contractor had:
 - (A) diligently pursued a claim under that policy of insurance;
 - (B) complied with the terms and conditions of that policy of insurance; or
 - (C) complied with its insurance obligations under this Contract.

22 Indemnities

- (a) The Contractor indemnifies the Principal against all liability suffered or incurred by the Principal arising out of:
 - (i) any Claim by a third party in respect of Moral Rights;
 - (ii) liability in respect of loss of or damage to any other property (including any adjoining property);
 - (iii) liability in respect of personal injury, disease, illness of death; and
 - (iv) payment of Taxes, assessments and contributions, dues, costs and fees and all liability arising in respect of non-payment of any Taxes.
- (b) The Contractor's liability to indemnify the Principal under clause 22(a) will be reduced proportionally to the extent that an act or omission of the Principal has contributed to the loss, damage, expense, injury, disease, illness, death or other liability. The Contractor's liability will not be reduced if the act or omission of the Principal was caused by the failure of the Contractor to fulfil its obligations under this Contract provided that, in such circumstances the Principal must not act with reckless indifference to the interests of the Contractor.

23 Miscellaneous

23.1 Confidentiality

- (a) The Contractor must, at all times, comply with the requirements of the confidentiality undertaking which was entered into by the Contractor on 24 October 2017.
- (b) The Contractor must, and must ensure its Personnel, keep confidential and do not make, or cause to be made, any public announcement, public comment, press release or other disclosure directly or indirectly in connection with the Contractor's Activities or the Contract to any person other than:
 - (i) as necessary to perform the Contractor's Activities;
 - (ii) with respect to any matter already within the public domain; or
 - (iii) to comply with any applicable Law or any requirement of any regulatory body (including any relevant stock exchange).
- (c) Without limiting clause 4.1 of Schedule 3, the Contractor acknowledges that the Principal 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 Principal any other information which the Principal reasonably requires to comply with its obligations under this clause 23.1(c).

- (d) If the Principal is required to include a copy of the Contract in the government contracts register pursuant to the GIPA Act:
 - (i) the Principal will not disclose the Key Details (except for the Contract Sum) but may disclose the remainder of the Contract;
 - (ii) if the Contractor considers that the Principal 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 Principal 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:
 - (aa) the reasons why the provisions should not been disclosed;
 - (ab) whether the provisions can be disclosed at a later date and, if so, when it is likely that they can be disclosed; and

- (ac) 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 Principal will consider, but will not be bound by, any proposal made by the Contractor under clause 23.1(d)(ii).

23.2 Media

The Contractor must not disclose any information concerning the Contract for distribution through any communications media without the Principal's prior written approval. The Contractor must refer to the Principal any enquiries from any media concerning the Contract.

23.3 Contractor to retain records

The Contractor must, for a period of seven years after completion of the Contractor's Activities, keep true and accurate accounts and records of:

- (a) all Contractor's Activities performed under the Contract; and
- (b) all associated accounts and records including all supporting materials used to generate and substantiate invoices submitted in respect of the Contractor's Activities.

23.4 Auditing and probity

The Contractor acknowledges and agrees that:

- (a) the Principal's Representative (or any other person nominated by the Principal's Representative) may carry out regular audits on the Contractor's compliance with its obligations under the Contract; and
- (b) the Contractor must provide reasonable access to any premise where the Contractor's Activities are being undertaken to enable the Principal or its nominees to carry out any such audit and must co-operate with and provide all assistance requested by the Principal or its nominees when carrying out any such audit, including providing access to all relevant facilities, documentation, records and Personnel (including those of Subcontractors).

23.5 Survive termination

Clauses 6.14 to 6.18 and clauses 23.1 to 23.4, and the licences granted to the Principal under them, will survive any termination of the Contract.

23.6 Address for service

- (a) All communications (including notices, consents, approvals, requests and demands) under or in connection with this Contract:
 - (i) must be in writing;
 - (ii) must be delivered either:
 - (A) by hand;
 - (B) by registered post; or

- (C) (subject to clause 23.6(b)) uploaded onto the Principal's EDMS;
- (iii) must be signed by the party making the communication or (on its behalf) by any director, secretary, attorney or authorised agent of, that party, which may include an electronic signature;
- (iv) subject to clause 23.6(b), must be delivered or posted by prepaid post to the address stipulated in the Details, of the Principal's Representative or the Contractor's Representative (as applicable) set out in the Details or such other address as may be notified in writing by a party to the other party; and
- (v) are taken to be received by the addressee:
 - (A) (in the case of prepaid post) on the Business Day that is the third Business Day after the date of posting to an address within the same country from which the communication is sent, and on the fifth Business Day after the date of posting by airmail to an address outside the country from which the communication is sent;
 - (B) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 23.6(a)(iv); and
 - (C) (in the case of the Principal's EDMS), at the time the direction has been uploaded onto the Principal's EDMS by the sender.

provided that if the communication would be taken to be received on a day which is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.

- (b) If:
 - (i) the Contractor sends a notice under clause 12, 13, 14, 15, 18, 19 or 20 or concerning a claim for payment (including any communication in respect of the SOP Act); or
 - (ii) the Principal sends a notice under clause 13.2, 18.2, 18.3, 18.4, 18.7 or 19.1,

by the Principal's EDMS, the Contractor or the Principal (as applicable) must also deliver or post such notice to the relevant address provided in clause 23.6(a)(iv).

- (c) For the avoidance of doubt:
 - (i) no notice referred to in clause 23.6(b) will be effective until it has unless it has been delivered or posted in accordance with clause 23.6(b); and
 - (ii) if a notice referred to in clause 23.6(b) is issued by both the Principal's EDMS and is also either delivered by hand or posted both notices must be identical, and in the event that they are not identical, neither notice will constitute a valid notice.

- (d) Where clause 23.6(b) applies, the relevant notice will be taken to have been received on the date determined in accordance with clause 23.6(a)(v)(A) or 23.6(a)(v)(B) (as the case may be).
- (e) The Contractor must ensure that any documents it provides, including by electronic means, are in the file structure and format for such documents as may be specified by the Principal from time to time. As at the Award Date, the Principal requires such documents which are submitted by email to be submitted as an attachment to an email, where the attachment is in .pdf, or where appropriate Excel, Primavera (.xer or .xml) or Microsoft Project (.mpp) format.
- (f) the Principal will not be liable to the Contractor or to any other person for any loss or damage suffered in relation to any document transmitted electronically, including any loss or damage related to or arising out of:
 - (i) the transmission of any harmful code (such as viruses) to the Contractor by electronic mail (including any document attached to electronic mail); or
 - (ii) any failure by the Principal to notify the Contractor that the Principal may have received any harmful code (such as viruses) from the Contractor in any electronic mail (including in any document attached to electronic mail).

23.7 Access to the Principal's EDMS

- (a) If a party is unable to use the Principal's EDMS as a result of the failure of the Principal's EDMS, that party must use one of the alternative means of communication set out in clause 23.6.
- (b) With respect to notices sent through the Principal's EDMS:
 - (i) all notices must be submitted by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
 - (ii) only the text in any notice, or subject to clause 23.7(b)(iii), any attachments to such notice which are referred to in the notice, will form part of the notice. Any text in the subject line will not form part of the notice; and
 - (iii) an attachment to a notice will only form part of a notice if it is uploaded to the Principal's EDMS in:
 - (A) pdf format;
 - (B) a format compatible with Microsoft Office; or
 - (C) such other format as may be agreed between the parties in writing from time to time.
- (c) The Contractor must:
 - (i) ensure that it has internet access which is sufficient to facilitate use of the full functionality of the Principal's EDMS;
 - (ii) ensure that relevant personnel log on and use the Principal's EDMS and check whether notices have been received on each Business Day; and

- (iii) at all times, ensure that it has access to personnel trained in the use of the Principal's EDMS so as to be able to view, receive and submit communications (including notices) using the Principal's EDMS.
- (d) The Principal 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 the Principal's EDMS or any failure of the Principal's EDMS, and the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim against the Principal arising out of or in connection with the Contractor's access to or use of the Principal's EDMS or any failure of the Principal's EDMS.

23.8 Governing Law

The Contract is governed by and must be construed according to the Laws of the State of New South Wales.

23.9 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of the State 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 the Contract; 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 23.9(a).

23.10 Counterparts

- (a) This Contract may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Contract, and all together constitute one agreement.
- (b) A party who has executed a counterpart of this Contract may exchange that counterpart with another party by 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 email, but delay or failure by that party to so deliver a counterpart of this Contract executed by it will not affect the validity of this Contract.

23.11 Entire agreement

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

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

23.12 Amendments

This Contract may only be amended by a document signed by or on behalf of both the Principal and the Contractor.

23.13 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 the Contract 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 the Contract.
- (b) A waiver or consent given by a party under the Contract 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 the Contract operates as a waiver of any other breach of that term or of a breach of any other term of the Contract.

23.14 Assignment

- (a) In addition to the Principal's rights under clause 1.9, the Principal may at any time, and without having to obtain the Contractor's approval, assign any right or interest of the Principal under the Contract or create or allow to exist, a security interest over or in respect of the Contract or any right or interest of the Principal under the Contract.
- (b) The Contractor cannot assign, novate or otherwise transfer any of its rights or obligations under the Contract without the prior written consent of the Principal.

23.15 Consents

A consent required under the Contract from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless the Contract expressly provides otherwise.

23.16 Expense

Except as otherwise provided in the Contract, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing the Contract.

23.17 Severance

If at any time a provision of the Contract 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 the Contract; or
- (b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of the Contract.

23.18 Indemnities

- (a) Each indemnity in the Contract is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiry of the Contract.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by the Contract.
- (c) A party must pay on demand any amount it must pay under an indemnity in the Contract.

23.19 United Nations Convention not applicable

The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Contract.

23.20 English language

All communications between the parties and all documentation provided in connection with the Contractor's Activities (including the Deliverables) must be in the English language.

23.21 Taxes

- (a) Without limiting clause 10.4, the Contractor must pay and reimburse the Principal for all taxes which may be payable in respect of the Contractor's Activities, including any customs duty and primage applicable to imported plant, equipment and materials required for the Contractor's Activities.
- (b) If the Principal is required in its opinion to withhold any amount in respect of tax from a payment to be made to the Contractor under the Contract, it is entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of its obligation to pay the relevant amount to the Contractor.
- (c) If the Principal pays an amount to the Contractor without withholding an amount in respect of tax in circumstances where a withholding was required by Law, the Contractor must indemnify the Principal for any loss suffered by the Principal as a result of the Principal failing to withhold the amount in respect of tax.

23.22 No partnership, joint venture or other fiduciary relationship

Nothing in the Contract will be construed or interpreted as constituting the relationship between the Principal on one hand and the Contractor on the other hand as that of partners, joint venturers or any other fiduciary relationship.

23.23 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 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 clause 23.23(a), the rights, obligations and liabilities of the Principal 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 Principal 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 Principal against the Contractor (whether in contract, tort or otherwise), the Contractor will indemnify the Principal against any loss, damage, cost or expense that forms part of a Claim by the Principal against the Contractor which the Principal is not able to recover from the Contractor because of the operation of Part 4 of the *Civil Liability Act 2002* (NSW).

23.24 Prior work

- (a) The terms of the Contract apply to all of the work performed by the Contractor in connection with the Contractor's Activities even if it was performed prior to the Award Date.
- (b) Any payment made to the Contractor by the Principal in connection with the Contract or the Contractor's Activities prior to the Award Date will be treated as a payment under the Contract and will be in part discharge of the Principal's obligation to pay the Contract Sum.

PLR Stage 1 Remediation Contract

2 Schedule 1

Schedule 1 'Key Details' is amended as shown in mark-up 'Remediation Contract – 6 Grand Avenue, Camellia' as attached.

Remediation Contract – 6 Grand Avenue, Camellia

Schedule 1 Key Details

Clause 1 - Definitions and Interpretation		
1.	<p>"Compensable Cause" (Clause 1.1)</p>	<p>(a) factually inaccurate data expressly set out in the Nominated Reports. Factual inaccuracy does not include any commentary, advice, or interpretation in connection with the data. Factual inaccuracy is confined to an express:</p> <ul style="list-style-type: none"> (i) value; (ii) quantity of material; or (iii) type of materials, <p>in respect of a location actually sampled at the time of the taking of the sample.</p> <p>(b) where a change is required to deal with any inadequacy or inaccuracy in the RAP, pursuant to clause 6.3(b);</p> <p>(c) a Change in Codes and Standards; and</p> <p>(d) a Change in Approval to which clause 10.7 applies.</p>
2.	<p>"Contract" - Other documents forming part of this Contract: (Clause 1.1)</p>	Nil
3.	<p>"Contract Sum": (Clause 1.1)</p>	<p>(a) Portion 1 Works (including the \$90,000 Ground Improvement payment)</p> <ul style="list-style-type: none"> - \$11,548,895.79 13,388,192.00 (excluding GST) <p>(b) Portion 2 Optional Works</p> <ul style="list-style-type: none"> - \$36,400,000.00 10,957,124.00 (excluding GST)
4.	<p>"Contractor's Representative": (Clause 1.1)</p>	<p>Name: [REDACTED]</p> <p>Address: Suite 4, Level 1, Building C – Rhodes Corporate Park, 1 Homebush Bay Drive, Rhodes NSW 2138</p> <p>Email: [REDACTED]</p>

<p>5. "Date for Completion": (Clause 1.1)</p>	<table border="1"> <thead> <tr> <th>Portion</th> <th>Date for Completion</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>28 August 2019 150 Business Days after the Award Date.</td> </tr> <tr> <td>2</td> <td><u>Separable Portion 1: 31 January 2020</u> <u>Separable Portion 2: 31 January 2020</u> 200 Business Days after the Principal issues the Portion 2 Notice to Proceed.</td> </tr> </tbody> </table>	Portion	Date for Completion	1	28 August 2019 150 Business Days after the Award Date.	2	<u>Separable Portion 1: 31 January 2020</u> <u>Separable Portion 2: 31 January 2020</u> 200 Business Days after the Principal issues the Portion 2 Notice to Proceed.
Portion	Date for Completion						
1	28 August 2019 150 Business Days after the Award Date.						
2	<u>Separable Portion 1: 31 January 2020</u> <u>Separable Portion 2: 31 January 2020</u> 200 Business Days after the Principal issues the Portion 2 Notice to Proceed.						
<p><u>5</u> <u>"Date for Portion 2 Administrative Completion"</u> (Clause 1.1)</p>	<table border="1"> <thead> <tr> <th>Portion 2</th> <th>Date for Portion 2 Administrative Completion</th> </tr> </thead> <tbody> <tr> <td><u>Separable Portion 1</u></td> <td><u>30 April 2020</u></td> </tr> <tr> <td><u>Separable Portion 2</u></td> <td><u>30 April 2020</u></td> </tr> </tbody> </table>	Portion 2	Date for Portion 2 Administrative Completion	<u>Separable Portion 1</u>	<u>30 April 2020</u>	<u>Separable Portion 2</u>	<u>30 April 2020</u>
Portion 2	Date for Portion 2 Administrative Completion						
<u>Separable Portion 1</u>	<u>30 April 2020</u>						
<u>Separable Portion 2</u>	<u>30 April 2020</u>						
<p><u>5</u> <u>"Date for Portion 2 Contract Administrative Completion"</u> (Clause 1.1)</p>	<p><u>30 June 2020</u></p>						
<p>6. "Defects Liability Period": (Clause 1.1)</p>	<p>24 months</p>						
<p>7. "Inclement Weather Allowance" (Clause 1.1)</p>	<p>Portion 1 Barrier Works: 10 Business Days Portion 2 Optional Works: Nil, 10 Business Days</p>						
<p>8. "Interface Contractor" (Clause 1.1)</p>	<p>The Interface Contractors listed in Annexure C to the Works Brief.</p>						
<p>9. "Principal's Representative": (Clause 1.1)</p>	<p>Name: James Dobinson Tim Poole Address: Level 10, 130 George Street Parramatta NSW 2150 Email: James.Dobinson Tim.Poole@transport.nsw.gov.au</p>						
<p>10. "Portions" of the Works: (Clause 1.1)</p>	<p>Portion 1 Barrier Works: that portion of the Works which is described in section 2.5.1 of the Works Brief. Portion 2 Optional Works: that portion of the Works which is described in section 2.5.2 of the Works Brief.</p>						
<p>11. Other "Qualifying Causes":</p>	<p>(a) a Force Majeure Event;</p>						

	(Clause 1.1)	<p>(b) factually inaccurate data expressly set out in the Nominated Reports. Factual inaccuracy does not include any commentary, advice, or interpretation in connection with the data. Factual inaccuracy is confined to an express:</p> <ul style="list-style-type: none"> (i) value; (ii) quantity of material; or (iii) type of materials; <p>in respect of a location actually sampled at the time of the taking of the sample.</p> <p>(c) where the Principal fails, in breach of clause 2.2(a), to give the Contractor access to the Site to enable the Contractor to commence and carry out the Contractor's Activities, but only if the failure continues for longer than 10 Business Days;</p> <p>(d) where a change is required to deal with any inadequacy or inaccuracy in the RAP, pursuant to clause 6.3(b);</p> <p>(e) a Change in Codes and Standards;</p> <p>(f) a Change in Law;</p> <p>(g) a Change in Approval to which clause 10.7 applies;</p> <p>(h) a legal challenge to an Approval under clause 10.8;</p> <p>(i) a Direction to suspend that satisfies clause 12.13(b)(ii);</p> <p>(j) the discovery of a Latent Condition in the circumstances described in clause 7.2;</p> <p>(k) compliance with any direction given by the Principal's Representative under clause 7.8 in respect of any Valuable Find in the circumstances described in clause 7.8;</p> <p>(l) inclement weather where the inclement weather occurs after the Inclement Weather Allowance has been exhausted; and</p> <p>(m) a strike that is industry-wide and not specific to the Contractor, the Site, or the Contractor's Activities.</p>
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12.	"Works": (Clause 1.1)	Means the works described in section 2.5 of the Works Brief.
Clause 2 - Parties' obligations		
13.	Site access date: (Clause 2.2(a))	21 May 2018.
Clause 3 - Personnel		
14.	Key Personnel (Clause 1.1 and 3.5)	<p>[Redacted] Project Director</p> <p>[Redacted] Project Manager</p> <p>[Redacted] Contract Control Group Representative</p> <p>[Redacted] Design Manager</p> <p>[Redacted] Senior Project Engineer</p> <p>[Redacted] Environmental Manager</p> <p>[Redacted] Hexavalent Chromium Technical Advisor</p> <p>[Redacted] Contamination Lead</p> <p>[Redacted] Occupational Hygiene Lead</p> <p>[Redacted] Site WHS Manager</p> <p>[Redacted] Community Relations Manager</p> <p>[Redacted] Site Superintendent / Foreman</p> <p>[Redacted] Hydrogeologist</p> <p>[Redacted] Design Manager and AEO Oversight</p> <p>[Redacted] Geotechnical Lead</p> <p>[Redacted] Senior Environmental Consultant</p> <p>[Redacted] Principal Environmental Consultant</p> <p>[Redacted] Site Environmental Consultant</p> <p>[Redacted] Environmental Scientist (Groundwater Treatment Plant)</p> <p>[Redacted] Soil Vapour Specialist</p> <p>[Redacted] Hydrogeological Modelling</p> <p>[Redacted] Treatment Design Option Lead</p>

		Groundwater Treatment Plant
Clause 4 - Security		
15.	Does clause 4.1 apply?: (Clause 4.1)	Yes
16.	Is a parent company guarantee required?: (Clause 4.6)	Yes The parent company guarantee is to be provided within 5 Business Days of execution of the Contract.
Clause 5 - Risks and insurance		
17.	Insurance policies required to be effected by the Principal: (Clause 5.4(c)(ii))	Works Insurance Pollution Liability (Including Asbestos) Insurance Public and Product Liability Insurance
18.	Insurance policies required to be effected by the Contractor: (Clause 5.5(a))	Workers Compensation Insurance Amount of Cover: The maximum amount required by Law Construction Plant Insurance Amount of Cover: The full replacement or reinstatement market value of the construction plant. Motor Vehicle Insurance Amount of Cover: (a) own damage – market value; (b) third party property damage – \$20,000,000 any one occurrence. Professional Indemnity Insurance Amount of Cover: \$20,000,000 and one claim and in the annual aggregate (If no amount is specified, not required)
Clause 6 - Design and Documentation		
19.	Number of copies of the Design Documentation to be submitted by Contractor: (Clause 6.12)	Two hard copies
Clause 10 - Construction		

20. Existing Approvals and other Approvals which the Principal is to obtain:
(Clause 10.4(d))
- (a) Part 5 Approval;
 - (b) CSSI Approval;
 - (c) RAP; and
 - (d) Voluntary Management Proposal.
21. Subcontracts requiring the Principal's approval
(Clause 10.10(b)(ii))
- Initial Subcontract price equal or greater than:**
\$500,000

22. Provisional Sum Work:
(Clauses 1.1 and 10.19)

Provisional Sum Work	Provisional Sum
Off site disposal – unsuitable spoil	
Design and construct wall to close utility tunnel at air raid shelter	
Telstra telecommunications disconnections	
Handover Works	

Portion 2 Optional Works

Provisional Sum Work	Provisional Sum
Treatment of localised soft spots	
<u>Off-site disposal of unsuitable spoil and demolition waste that is not suitable for fill and must be removed from Site</u>	

23. Working hours for Contractor's Activities on Site:
(Clause 10.23)

Portion 1 Barrier Works: As set out in the Part 5 Approval.

Portion 2 Optional Works: As set out in the SSI.

Clause 12 - Time

24. Cap on delay costs:
(Clause 12.12(g))

	A\$ (excl. GST) per day
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					of the Contract Sum in the aggregate
Clause 13 - Variations					
25.	Percentage adjustments for valuing a Variation: (Clause 13.3(b))	(a)	For non-time related Overhead Costs and profit where the adjustment is to be an increase: [redacted] of the amount determined.		
		(b)	For off site Overhead Costs and profit where the adjustment is to be a decrease: [redacted] of the amount determined.		
	(Clause 13.3(c))	(a)	For non-time related Overhead Costs and profit where the adjustment is to be an increase: [redacted] of the amount determined.		
		(b)	For off site Overhead Costs and profit where the adjustment is to be a decrease: [redacted] of the amount determined.		
Clause 15 - Completion					
26.	Liquidated Damages payable by Contractor when Date of Completion occurs after Date for Completion: (Clause 15.515.4)		Portion Liquidated damages		
			Portion 1 Barrier Works: [redacted] per day for the first [redacted] days of delay and thereafter [redacted] per day for each day of delay.		
			Portion 2 Optional Works: [redacted] per day for the first [redacted] days of delay and thereafter [redacted] per day for each day of delay.		
			are payable in respect of both Portions:		
			• for the period that the rates payable are the same for both Portions, the total rate will be capped at the rate payable for one Portion; and		
			• for the period that the rates payable are different for each Portion, the total rate will be capped at the higher of the two rates.		
	<u>26(a)</u>	<u>Portion 1 Barrier Works</u>	<u>[redacted] per day for the first [redacted] days of delay and thereafter [redacted] per day for each day of delay.</u>		

26(b)	Portion 2 Optional Works	<p>(i) Separable Portion 1: [redacted] per day for the first [redacted] days of delay and thereafter [redacted] per day for each day of delay.</p> <p>(ii) Separable Portion 2: [redacted] per day for the first [redacted] days of delay and thereafter [redacted] per day for each day of delay.</p>
27.	Cap on liquidated damages: (Clause 15.8)	10% of the Contract Sum
Clause 19 – Disputes		
28.	Executive Negotiator (Clause 19.3)	Andrew Quarmby for the Principal [redacted] for the Contractor
Clause 21 - Limitation of liability		
28-29.	Limitation of liability (Contractor): (Clause 21)	<p>An amount equal to:</p> <p>(a) the Contract Sum as adjusted from time to time, including on account of any Variations; plus</p> <p>(b) any other amounts paid or payable by the Principal to the Contractor under or in connection with the Contract, including any delay costs under clause 12.12 and any suspension costs under clause 12.13.</p>
29-30.	Limitation of liability (the Principal): (Clause 21)	<p>An amount equal to:</p> <p>(a) the Contract Sum as adjusted from time to time, including on account of any Variations; plus</p> <p>(b) any other amounts paid or payable by the Principal to the Contractor under or in connection with the Contract, including any delay costs under clause 12.12 and any suspension costs under clause 12.13).</p>

PLR Stage 1 Remediation Contract

3 Schedule 2

The Portion 2 Pricing Schedule set out in Schedule 2 'Payment Schedule' is deleted in its entirety and replaced with the attached Portion 2 Pricing Schedule.

Item	Unit	Qty	Rate	Amount (EXCL GST)
Early Works - Portion 2 Optional Works				
Site Enabling Works (sub-total)				
Maintain Site Environmental and Safety Controls throughout Portion 2 Works	Item	1		
Temporary Stockpile Management and Handling	Item	1		
Continued Protection of Utilities (as required)	Item	1		
Groundwater Treatment Plant (sub-total)				
Operation, Maintenance and Monitoring of New GTP in accordance with TWA	Item	1		
Supply and Install WTP	Item	1		
Integrated Capping System (sub-total)				
Removal of slabs and haul to stockpile	Item	1		
Removal / Decommissioning of Redundant Services	Item	1		
Bulk Excavation to Design Levels	Item	1		
Supply and Install Capillary Break Layer (including Infiltration Pits and Standpipes)	Item	1		
Supply and Install Pipework for Vapor Venting System for Open Area	Item	1		
Supply and Install Pipework for Vapor Venting System for Maintenance Building	Item	1		
Install Marker Layers	Item	1		
Supply Integrated Capping System Liners	Item	1		
Install Integrated Capping System Liners	Item	1		
Final Site Cap (sub-total)				
Import and Place Clean Fill Capping Layer to Final Design Level	Item	1		
Supply and Install Vapour Barrier System for Maintenance Building	Item	1		
Compact and Proof Roll under Maintenance Building Footprint	Item	1		
Install and Commission Above Ground Vapour Extraction Infrastructure	Item	1		
On-site Containment Berm (sub-total)				
Early Procurement Berm Liners and Drainage	Item	1		
Install Berm Base Liner and Drainage	Item	1		
Haul, Place and Compact Material to Berm	Item	1		
Install Berm Capping Liner and Drainage	Item	1		
Supply and Install Coversoil	Item	1		
Remediation and Validation Monitoring (sub-total)				
Site Supervision (Environmental Consultant) throughout Stage 2 Remediation Works	Item	1		
Validation Sampling, Monitoring and materials tracking for Stage 2 Remediation Works	Item	1		
Reporting (including progress and validation reporting, Interim Site Management Plan, liaison with Site Auditor)	Item	1		
Design				
Investigations and Assessments for Detailed Design of Stage 2 Remediation Works (including treatment trials as required)	Item	1		
Remediation Works and Validation Plan	Item	1		
Gate 2 Design Submission for Stage 2 Remediation Works (including Geotechnical Interpretive Report and Design Integration with Interface Contractor)	Item	1		
CCB Gate 3 Design Submission for Stage 2 Remediation Works (including AFC Approval)	Item	1		
CCB Gate 2 & 3 Design of Submission for Onsite Containment Berm	Item	1		
Gate Stage Documentation Requirements (CCB Gate 4 Approval)	Item	1		
Final Gate Stage Documentation Requirements (CCB Gate 5 Approval)	Item	1		
CV L4 Work as Executed (WAE) Drawings Approval (As Built)	Item	1		
Preliminaries				
Re-mobilisation	Item	1		
Continued Project Management and Supervision	Item	1		
Indirect Labour	Item	1		
Induction and Training	Item	1		
Plant, Equipment and Small Tools	Item	1		
Computer and IT	Item	1		
Fees and Insurances	Item	1		
Site Buildings and Offices (including Facilities for Principal)	Item	1		
Communications and Community Consultation Support (TfNSW to lead)	Item	1		
Temporary Hoardings and Fencing	Item	1		
General Site Investigations (Geotechnical, Utility Services) and Cadastral and Topographic Survey	Item	1		
Traffic Management	Item	1		
Site Security	Item	1		
Remote Real Time CCTV and Time Lapse Video	Item	1		
Make Good and Demobilisation	Item	1		
Approvals, Permits and Licenses	Item	1		
Baseline Conditions of Approval	Item	1		
Revised Conditions of Approval - Ongoing Management	Item	1		
Staging Report - Conditions of Approval - Ongoing Management	Item	1		
Ground Improvement Design (Addendum 7)				
Ground Improvement concept design development - Refer to Portion 1 Addendum 7				
Ground Improvement Design	Item			
Construction of Ground Improvement Works	Item			
Mobilisation and demobilisation ground improvement works	Item			
Ground Improvement Design Zone 1 - 7				
Ground Improvement Design	Item	1		
Design & Construction of Ground Improvement Temporary Works (Platforms)	Item	1		
Construction of Ground Improvement Works: Zone 1	Item	1		
Construction of Ground Improvement Works: Zone 2	Item	1		
Construction of Ground Improvement Works: Zone 3	Item	1		
Construction of Ground Improvement Works: Zone 4	Item	1		
Construction of Ground Improvement Works: Zone 5	Item	1		
Construction of Ground Improvement Works: Zone 6	Item	1		
Construction of Ground Improvement Works: Zone 7	Item	1		
Design & Construction of Ground Improvement Works (Load Transfer Platforms)	Item	1		
Mobilisation and demobilisation ground improvement works	Item	1		
Adjustment of Portion 2 Optional Works				
Reduction for Works paid under Portion 1 VO2	Item	1		
Provisional Sums	Item	1		
Provisional Sum for the Treatment of localised soft spots	Item	1		
Total Lump Sum Price for Portion 2 Optional Works (including Provisional Sums)				
				\$36,400,000.00

PLR Stage 1 Remediation Contract

4 Schedule 4

Schedule 4 'Portion 2 Optional Works' is deleted in its entirety and replaced with the following:

PLR Stage 1 Remediation Contract

Schedule 4 – Action in Complying with CSSI Approval

Part 1 - Conditions of CSSI Approval – Obligations Matrix

- 1 Capitalised terms used in this Schedule have the meanings given to them in the conditions of the CSSI Approval (**Conditions**), unless otherwise specified.
- 2 The Schedule set out below contains columns which allocate responsibility as between the Principal and the Contractor.
- 3 The Contractor must comply with all obligations of the Principal under the Conditions in undertaking the Contractor's Activities and Works other than those listed in the Schedule below as allocated to the Principal unless:
 - (a) the Condition does not relate to the Contractor's Activities; and
 - (b) is not otherwise required by law to be complied with in relation to the Contractor's Activities.

Where the relevant statement in the Schedule states that the Contractor is required to comply with the Condition the Contractor must do so.

For the avoidance of doubt, the SOM Contractor has primary responsibility for all Conditions in respect of the operation of the CSSI, including operational noise. Operational noise Conditions do not apply to non-operational components.

- 4 In addition to compliance with the relevant Conditions in accordance with the Schedule, the Contractor must comply with paragraphs 5 to 10 of this Schedule.
- 5 The Contractor must, where the Principal is required to take any action in compliance with a Condition, provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal).
- 6 Where a Condition requires the Proponent to notify or provide documentation to the Secretary (or Department of Planning and Environment (**DPE**)), then the Contractor must give such notice or documentation directly to the Principal, except in respect of the following clauses, which must be issued by the Contractor to the Principal and the Secretary at the same time:
 - (a) Condition A44 and A47 Incident Notification. The Contractor must also give notification to the Environment Protection Authority (**EPA**) and

the Principal at the same time if required under the *Protection of the Environment Operations Act 1997 (NSW)*. For the avoidance of doubt, any reports or further information that must be provided to the Secretary (or DPE) or the EPA following the notification of the incident in this clause 6(a), must be issued by the Contractor to the Principal at least one business day prior to the date for submission to the Secretary, DPE or EPA.

- 7 Except in the case of clause 6 above, unless otherwise directed by the Principal in writing, where a Condition requires the Proponent to notify, submit documentation or consult with a government agency or body (such as RMS, Sydney Co-ordination Office, Office of Environment and Heritage, the EPA, Department of Primary Industries, State Emergency Services, NSW Health or City of Parramatta) or stakeholder (such as a landowner or member of the Aboriginal community), then the Contractor must give such notice or documentation or undertake consultation directly with the government agency or body or stakeholder, and provide a copy of any such notice or documentation or consultation to the Principal. The Contractor must provide the Principal with reasonable notice of any proposed meeting with a government agency or body (of no less than 5 business days) to enable the Principal to have the opportunity to attend the meeting.
- 8 Except in the case of clause 6(a) above, in relation to any allocation of responsibility to the Principal (whether in full or in part) pursuant to this Schedule:
 - (a) to submit information, reports, plans and other documentation (**Approval Documents**) to the Secretary, other body or to publish the Approval Documents, that obligation is subject to the Contractor having first provided the Approval Documents, to the Principal a reasonable period (of no less than 20 business days) in advance of the date upon which the Approval Documents are required to be submitted;
 - (b) to make a request to the Secretary for an alternative timeframe for submission of the Approval Documents, that obligation is subject to the Contractor having first provided the Principal with notice of the need to submit a request for an alternative timeframe at least 60 business days prior to the date for submission of the Approval Documents in the applicable condition of approval; and
 - (c) the Contractor must submit any information, report, plan or other documentation required to be prepared by the Contractor in a format which is consistent with, and permits the preparation of, the Approval Documents.
- 9 The Contractor is not permitted to propose to or agree with any regulator changes to the Project which could amount to a variation of any contract. Only the Principal can take such steps.
- 10 The Contractor should ensure that in complying with the Conditions, the Contractor observes its obligations under the Contract, for example, to comply with the TSRs.

No.	Remediation Contractor (Portion 2 Works)
Part A - Administrative	
General	
A6	The Principal will comply with condition A6.
A9	The Principal will comply with condition A9, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
A10	The Principal will comply with condition A10, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Flexibility Provisions	
A12	The Principal will comply with condition A12, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition. Unless otherwise directed by the Principal in writing, the Contractor must apply to the Principal for approval to undertake the flexibility provisions at least 10 business days prior to the proposed application of the flexibility provisions. The Principal may approve or refuse a request made by the Contractor under this condition.
Staging	
A13	The Principal will prepare the PLR Stage 1 Staging Report to be submitted to the Secretary. The Contractor must provide a Staging Report(s) that relate to the Contractor's Activities in accordance with condition A13, which will be appended to the Principals PLR Stage 1 Staging Report.
A17	The Principal will comply with condition A17, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Environment Representative	
A20	The Principal will comply with condition A20.
A21	The Principal will comply with condition A21.

No.	Remediation Contractor (Portion 2 Works)
A22	The Principal will comply with condition A22
A23	The Principal will comply with condition A23 except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
A24	The Principal will comply with condition A24 except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
A25	The Principal will comply with condition A25 except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Acoustics Advisor	
A26	The Principal will comply with condition A26 except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the timeframe requested by the Principal) in connection with a request under this condition.
A27	The Principal will engage, nominate and seek approval from the Secretary of a suitable qualified and experienced Acoustics Advisor (AA). The Principal will be the single point of contact with the Secretary and provide the Contractor with the date the submission for approval is made, or any other timeframe relevant to this condition.
A28	The Principal will engage, nominate and seek approval from the Secretary of a suitable qualified and experienced Acoustics Advisor (AA). The Principal will be the single point of contact with the Secretary and provide the Contractor with the date the submission for approval is made, or any other timeframe relevant to this condition.
A29	The Principal will comply with condition A29 except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Compliance Tracking Program	
A33	The Principal will comply with condition A33, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Pre-Operation Compliance Report	

No.	Remediation Contractor (Portion 2 Works)
A38	The Principal will comply with condition A38, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
A39	The Principal will comply with condition A39, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Auditing	
A40	The Principal will comply with condition A40, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Environmental Audit Program	
A41	The Principal will comply with condition A41, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
A42	The Principal will comply with condition A42, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition. The Contractor must implement recommended measures or actions arising from the Environmental Audit Program and Environmental Audit Reports.
A43	The Principal will comply with condition A43, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Part B – Community Information and Reporting	
Communication Information, Consultation and Involvement	
B1	The Principal will prepare the Community Communication Strategy. The Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition. The Contractor must implement all requirements within the Community Communication Strategy that relate to its Contractor's Activities.
B2	The Principal will prepare the Community Communication Strategy. The Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request this condition. The

No.	Remediation Contractor (Portion 2 Works)
	Contractor must implement all requirements within the Community Communication Strategy that relate to its Contractor's Activities.
B3	The Principal will comply with condition B3, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Complaints Management System	
B6	The Principal will prepare a Complaints Management System, relying on information in respect of the Works and the Contractor's Activities provided by the Contractor to the Principal, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition. The Contractor must implement and maintain all requirements within the Complaints Management System that relate to its Contractor's Activities from time to time. For clarity, the Principal is required to maintain the Complaints Management System.
B7	The Principal will comply with condition B7, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
B8	The Principal will comply with condition B8, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
B9	The Principal will comply with condition B9, relying on information in respect of the Works and the Contractor's Activities provided by the Contractor to the Principal, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
B10	The Principal will comply with condition B10, relying on information in respect of the Works and the Contractor's Activities provided by the Contractor to the Principal, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Provision of Electronic Information	
B11	The Principal will comply with condition B11, relying on information in respect of the Works and the Contractor's Activities provided by the Contractor to the Principal, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Part C – Construction Environmental Management	

No.	Remediation Contractor (Portion 2 Works)
Construction Monitoring Programs	
C9	The Principal will prepare the Construction Monitoring Program for the Grey-headed flying fox monitoring in accordance with condition C9(c). The Contractor must prepare the Construction Monitoring Programs for Water Quality (Turbidity) Monitoring and Noise and Vibration Monitoring in accordance with condition C9(b).
C10	The Construction Monitoring Programs prepared by the Contractor must comply with condition C10. The Construction Monitoring Program prepared by the Principal must comply with condition C10, except the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under condition C10(h).
C12	The Construction Monitoring Program prepared by the Contractor must comply with condition C12. The Construction Monitoring Program prepared by the Principal must comply with condition C12.
C15	The Principal will comply with condition C15 in relation to the Construction Monitoring Program required under condition C9(c), except that the Contractor must implement any mitigation measures in connection with a request from the Principal under this condition. The Contractor must comply with condition C15 in relation to the Construction Monitoring Programs required under condition C9(a) and C9(b).
C16	The Principal will comply with condition C16 only in relation to the Construction Monitoring Program required under condition C9(c).
Part D – Operational Environmental Management	
Operational Environmental Management	
D1	The Principal will comply with condition D1, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
D2	The Principal will comply with condition D2, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
D3	The Principal will comply with condition D3, except that the Contractor must provide all documents, information, assistance and co-operation

No.	Remediation Contractor (Portion 2 Works)
	reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
D4	The Principal will comply with condition D4, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
D5	The Principal will comply with condition D5, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
D6	The Principal will comply with condition D6.
D7	The Principal will comply with condition D7.
D8	The Principal will comply with condition D8.
Part E – Key Issue Conditions	
Traffic Network Management	
E10	The Principal will prepare the Network Management Strategy. The Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the timeframe requested by the Principal) in connection with a request under this condition. The Contractor must implement all requirements within the Network Management Strategy that relate to its Contractor's Activities.
Operational Traffic, Transport and Access Performance Review	
E18	The Principal will comply with condition E18, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
E19	The Principal will comply with condition E19, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Operation Noise and vibration Compliance Monitoring	
E58	The Principal will comply with condition E58, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.

No.	Remediation Contractor (Portion 2 Works)
E59	The Principal will comply with condition E59, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Urban Design and Visual Amenity	
E84	The Principal will comply with condition E84, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Design Review Panel	
E90	The Principal will comply with condition E90, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
E91	The Principal will comply with condition E91, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
E92	The Principal will comply with condition E92, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
E93	The Principal will comply with condition E93.
E94	The Principal will comply with condition E94.
E95	The Principal will comply with condition E95, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
E96	The Principal will comply with condition E96.
Biodiversity and Revegetation	
E101	The Principal will comply with condition E101 except that the Contractor must comply with any mitigation measures in connection with a request from the Principal under this condition.
Streetscape Trees	

No.	Remediation Contractor (Portion 2 Works)
E102	The Principal will comply with condition E102, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
E103	The Principal will comply with condition E103, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
E104	The Principal will comply with condition E104, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
E106	The Principal will comply with condition E106, except that the Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition. The Contractor must implement the recommendations of the Arborist as outlined in the Tree Register.
Tree Offset Package	
E107	The Principal will prepare and implement a Tree Offset Package. The Contractor must provide all documents, information, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a request under this condition.
Business Activation Plan	
E110	The Principal will comply with condition E110.
Electromagnetic Interference (EMI)	
E116	The Principal will comply with condition E116.
E117	The Principal will comply with condition E117.
Sustainability	
E136	The Principal will comply with condition E136.

No.	Remediation Contractor (Portion 2 Works)
E137	The Principal will comply with condition E137, except that the Contractor must adhere to and document the implementation of the Sustainability Strategy with respect to the Contractor's Activities.

5 Schedule 12

Part 2 – List of warranties required from Subcontractors is amended as follows:

Add:

Portion 2 containment cell base and cap liner(s)	SOM Contractor	25 years
Vapour venting pipework	SOM Contractor	25 years

6 Schedule 17

The following certificates are included at Schedule 17:

1. Contractor's Certificate of Completion

CONTRACTOR'S CERTIFICATE OF COMPLETION	
CONTRACTOR:	
Description of [Separable Portion/Portion] (limit of 1 per certificate):	
This certificate is given in accordance with the document titled "Remediation Contract – 6 Grand Avenue, Camellia" PLR Stage 1, as executed between Transport for NSW (ABN 18 804 239 602) and the Contractor (Remediation Contract). Words defined in the Remediation Contract have the same meaning in this certificate.	
I certify that Completion of [Separable Portion/Portion] has been achieved in accordance with the requirements of the Remediation Contract, subject to the register of unresolved issues attached.	
SIGNATURE: _____ (Contractor's Representative)	
DATE: _____	

2. Contractor's Certificate of Portion 2 Administrative Completion

CONTRACTOR'S CERTIFICATE OF PORTION 2 ADMINISTRATIVE COMPLETION	
CONTRACTOR:	
Description of [Separable Portion/Portion] (limit of 1 per certificate):	
<p>This certificate is given in accordance with the document titled "Remediation Contract – 6 Grand Avenue, Camellia" PLR Stage 1, as executed between Transport for NSW (ABN 18 804 239 602) and the Contractor (Remediation Contract). Words defined in the Remediation Contract have the same meaning in this certificate.</p> <p>I certify that Portion 2 Administrative Completion has been achieved in respect of [Portion/Separable Portion] in accordance with the requirements of the Remediation Contract and the CSSI Approval, subject to the register of unresolved issues attached.</p> <p>I further certify that:</p> <ul style="list-style-type: none">(a) all Variation Orders (including concessions) are listed in the attached compliance register;(b) all identified Defects (including any non-conformities but excluding Defects accepted as minor by the Principal) have been satisfactorily rectified and their documentation closed out; and(c) all required documentation has been submitted. <p>I further certify that the attached compliance records as required by the Remediation Contract reflect the true status of the Remediation Works.</p> <p>SIGNATURE: _____ (Contractor's Representative)</p> <p>DATE: _____</p>	

3. Contractor's Certificate of Portion 2 Contract Administrative Completion

CONTRACTOR'S CERTIFICATE OF PORTION 2 CONTRACT ADMINISTRATIVE COMPLETION	
CONTRACTOR:	
Description of Portion (limit of 1 per certificate):	
<p>This certificate is given in accordance with the document titled "Remediation Contract – 6 Grand Avenue, Camellia" PLR Stage 1, as executed between Transport for NSW (ABN 18 804 239 602) and the Contractor (Remediation Contract). Words defined in the Remediation Contract have the same meaning in this certificate.</p> <p>I certify that Portion 2 Contract Administrative Completion has been achieved in accordance with the requirements of the Remediation Contract and the CSSI Approval, subject to the register of unresolved issues attached.</p> <p>I further certify that:</p> <ul style="list-style-type: none">(a) all Variation Orders (including concessions) are listed in the attached compliance register;(b) all identified Defects (including any non-conformities but excluding Defects accepted as minor by the Principal) have been satisfactorily rectified and their documentation closed out; and(c) all required documentation has been submitted. <p>I further certify that the attached compliance records as required by the Remediation Contract reflect the true status of the Remediation Works.</p> <p>SIGNATURE: _____ (Contractor's Representative)</p> <p>DATE: _____</p>	

**4. Independent Certifier's Certificate of Portion 2 Contract
Administrative Completion**

INDEPENDENT CERTIFIER'S CERTIFICATE OF PORTION 2 CONTRACT ADMINISTRATIVE COMPLETION
CONTRACTOR:
Description of Portion (limit of 1 per certificate):
<p>This certificate is given in accordance with the document titled "Remediation Contract – 6 Grand Avenue, Camellia" PLR Stage 1, as executed between Transport for NSW (ABN 18 804 239 602) and the Contractor (Remediation Contract). Words defined in the Remediation Contract have the same meaning in this certificate.</p> <p>I certify that Portion 2 Contract Administrative Completion has been achieved in accordance with the requirements of the Remediation Contract and the CSSI Approval, subject to the register of unresolved issues attached.</p> <p>I further certify that the attached compliance records as required by the Remediation Contract reflect the true status of the Remediation Works.</p> <p>SIGNATURE: _____ (Independent Certifier Representative)</p> <p>DATE: _____</p>

5. Independent Certifier's Certificate of Completion

INDEPENDENT CERTIFIER'S CERTIFICATE OF COMPLETION	
INDEPENDENT CERTIFIER:	
Description of [Separable Portion/Portion] (limit of 1 per certificate):	
<p>This certificate is given in accordance with the document titled "Remediation Contract – 6 Grand Avenue, Camellia", as executed between Transport for NSW (ABN 18 804 239 602) and the Contractor (Remediation Contract). Words defined in the Remediation Contract have the same meaning in this certificate.</p> <p>I certify that the Completion of the above [Separable Portion/Portion] has been achieved in accordance with the requirements of the Remediation Contract and the CSSI Approval, subject to the register of unresolved issues attached.</p> <p>I further certify that the attached compliance records as required by the Remediation Contract reflect the true status of the [Separable Portion/Portion].</p> <p>SIGNATURE: _____ (Independent Certifier Representative)</p> <p>DATE: _____</p>	

6. Independent Certifier's Certificate of Administrative Completion

INDEPENDENT CERTIFIER'S CERTIFICATE OF ADMINISTRATIVE COMPLETION	
INDEPENDENT CERTIFIER:	
Description of [Separable Portion/Portion] (limit of 1 per certificate):	
<p>This certificate is given in accordance with the document titled "Remediation Contract – 6 Grand Avenue, Camellia", as executed between Transport for NSW (ABN 18 804 239 602) and the Contractor (Remediation Contract). Words defined in the Remediation Contract have the same meaning in this certificate.</p> <p>I certify that the Administrative Completion of the above [Separable Portion/Portion] has been achieved in accordance with the requirements of the Remediation Contract and the CSSI Approval, subject to the register of unresolved issues attached.</p> <p>I further certify that the attached compliance records as required by the Remediation Contract reflect the true status of the [Separable Portion/Portion].</p> <p>SIGNATURE: _____ (Independent Certifier Representative)</p> <p>DATE: _____</p>	

7. Hygienist certificate

NON-FRIABLE ASBESTOS CLEARANCE CERTIFICATE – NO AIR MONITORING

SECTION 1. CLEARANCE INSPECTION DETAILS

SECTION 1.1 CLIENT DETAILS

Name of client

Client contact details

SECTION 1.2 REMOVAL WORK DETAILS

Date removal work carried out (DD/MM/YYYY)

SITE ADDRESS WHERE REMOVAL WORK WAS CARRIED OUT

Unit number/Street number/Property number
(include Lot or DP number if applicable)

Street name

Suburb

State

Postcode

Details of the specific asbestos removal work area(s)

Name of licensed asbestos removalist and licence number

Name and contact details of licensed asbestos removalist supervisor (if different to removalist)

SECTION 1.3 INSPECTION DETAILS

Date of clearance inspection (DD/MM/YYYY)

Time of clearance inspection (HH:MM)

SECTION 2. ASBESTOS REMOVAL WORK AREA

SECTION 2.1 VISUAL INSPECTION

Inspection of the specific area detailed in section 1 found no visible asbestos remaining as a result of the asbestos removal work carried out.

Yes No

Can the area be reoccupied?

Yes No

Has additional information been attached? (for example photos, drawings, plans)

Yes No

SECTION 3. CLEARANCE DECLARATION

I declare that:

- the asbestos removal work area and the surrounding area are free from any visible asbestos
- the transit route and waste routes are free from any asbestos
- all asbestos in the scope of the removal work has been removed.

Name

ABN

Contact number

Signature

Qualifications and experience

Date (DD/MM/YYYY)

7 Schedule 21

Milestone 5 is deleted and replaced with "Not Used".

Milestone 6 is deleted and replaced with "Not Used".

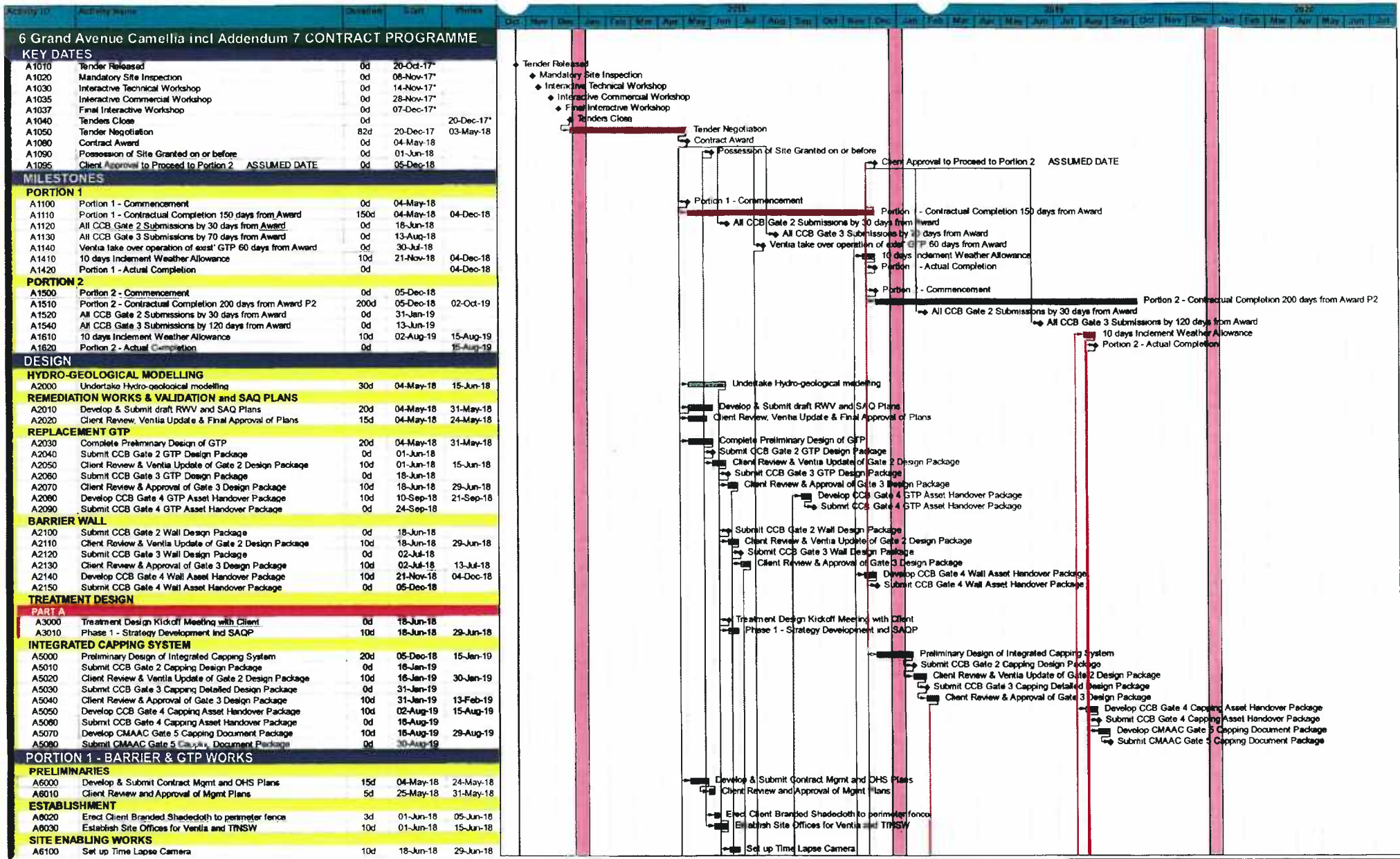
Milestone 7 is deleted and replaced with "Not Used".

Milestone 8 is amended as follows: delete "200 days", replace with "Date for Completion of Portion 2 Optional Works".

8 Schedule 22

Schedule 22 is deleted in its entirety and replaced with the following documents:

Part 1: Portion 1 Barrier Works Program



6 Grand Avenue Camellia incl Addendum 7 CONTRACT PROGRAMME

KEY DATES

A1010	Tender Released	0d	20-Oct-17*
A1020	Mandatory Site Inspection	0d	08-Nov-17*
A1030	Interactive Technical Workshop	0d	14-Nov-17*
A1035	Interactive Commercial Workshop	0d	28-Nov-17*
A1037	Final Interactive Workshop	0d	07-Dec-17*
A1040	Tenders Close	0d	20-Dec-17*
A1050	Tender Negotiation	82d	20-Dec-17
A1080	Contract Award	0d	04-May-18
A1090	Possession of Site Granted on or before	0d	01-Jun-18
A1095	Client Approval to Proceed to Portion 2	ASSUMED DATE	0d
A1095	Client Approval to Proceed to Portion 2	ASSUMED DATE	0d

MILESTONES

PORTION 1

A1100	Portion 1 - Commencement	0d	04-May-18	04-Dec-18
A1110	Portion 1 - Contractual Completion 150 days from Award	150d	04-May-18	04-Dec-18
A1120	All CCB Gate 2 Submissions by 30 days from Award	0d	18-Jun-18	
A1130	All CCB Gate 3 Submissions by 70 days from Award	0d	13-Aug-18	
A1140	Ventia take over operation of exst' GTP 60 days from Award	0d	30-Jul-18	
A1410	10 days Inclement Weather Allowance	10d	21-Nov-18	04-Dec-18
A1420	Portion 1 - Actual Completion	0d		04-Dec-18

PORTION 2

A1500	Portion 2 - Commencement	0d	05-Dec-18	
A1510	Portion 2 - Contractual Completion 200 days from Award P2	200d	05-Dec-18	02-Oct-19
A1520	All CCB Gate 2 Submissions by 30 days from Award	0d	31-Jan-19	
A1540	All CCB Gate 3 Submissions by 120 days from Award	0d	13-Jun-19	
A1610	10 days Inclement Weather Allowance	10d	02-Aug-19	15-Aug-19
A1620	Portion 2 - Actual Completion	0d		15-Aug-19

DESIGN

HYDRO-GEOLOGICAL MODELLING

A2000	Undertake Hydro-geological modelling	30d	04-May-18	15-Jun-18
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REMEDIAL WORKS & VALIDATION and SAQ PLANS

A2010	Develop & Submit draft RWW and SAQ Plans	20d	04-May-18	31-May-18
A2020	Client Review, Ventia Update & Final Approval of Plans	15d	04-May-18	24-May-18

REPLACEMENT GTP

A2030	Complete Preliminary Design of GTP	20d	04-May-18	31-May-18
A2040	Submit CCB Gate 2 GTP Design Package	0d	01-Jun-18	
A2050	Client Review & Ventia Update of Gate 2 Design Package	10d	01-Jun-18	15-Jun-18
A2060	Submit CCB Gate 3 GTP Design Package	0d	18-Jun-18	
A2070	Client Review & Approval of Gate 3 Design Package	10d	18-Jun-18	29-Jun-18
A2080	Develop CCB Gate 4 GTP Asset Handover Package	10d	10-Sep-18	21-Sep-18
A2090	Submit CCB Gate 4 GTP Asset Handover Package	0d	24-Sep-18	

BARRIER WALL

A2100	Submit CCB Gate 2 Wall Design Package	0d	18-Jun-18	
A2110	Client Review & Ventia Update of Gate 2 Design Package	10d	18-Jun-18	29-Jun-18
A2120	Submit CCB Gate 3 Wall Design Package	0d	02-Jul-18	
A2130	Client Review & Approval of Gate 3 Design Package	10d	02-Jul-18	13-Jul-18
A2140	Develop CCB Gate 4 Wall Asset Handover Package	10d	21-Nov-18	04-Dec-18
A2150	Submit CCB Gate 4 Wall Asset Handover Package	0d	05-Dec-18	

TREATMENT DESIGN

PART A

A3000	Treatment Design Kickoff Meeting with Client	0d	18-Jun-18	
A3010	Phase 1 - Strategy Development and SAQP	10d	18-Jun-18	29-Jun-18

INTEGRATED CAPPING SYSTEM

A5000	Preliminary Design of Integrated Capping System	20d	05-Dec-18	15-Jan-19
A5010	Submit CCB Gate 2 Capping Design Package	0d	16-Jan-19	
A5020	Client Review & Ventia Update of Gate 2 Design Package	10d	16-Jan-19	30-Jan-19
A5030	Submit CCB Gate 3 Capping Detailed Design Package	0d	31-Jan-19	
A5040	Client Review & Approval of Gate 3 Design Package	10d	31-Jan-19	13-Feb-19
A5050	Develop CCB Gate 4 Capping Asset Handover Package	10d	02-Aug-19	15-Aug-19
A5060	Submit CCB Gate 4 Capping Asset Handover Package	0d	18-Aug-19	
A5070	Develop CMAAC Gate 5 Capping Document Package	10d	16-Aug-19	29-Aug-19
A5080	Submit CMAAC Gate 5 Capping Document Package	0d	30-Aug-19	

PORTION 1 - BARRIER & GTP WORKS

PRELIMINARIES

A6000	Develop & Submit Contract Mgmt and OHS Plans	15d	04-May-18	24-May-18
A6010	Client Review and Approval of Mgmt Plans	5d	25-May-18	31-May-18

ESTABLISHMENT

A6020	Erect Client Branded Shadedcloth to perimeter fence	3d	01-Jun-18	05-Jun-18
A6030	Establish Site Offices for Ventia and TNSW	10d	01-Jun-18	15-Jun-18

SITE ENABLING WORKS

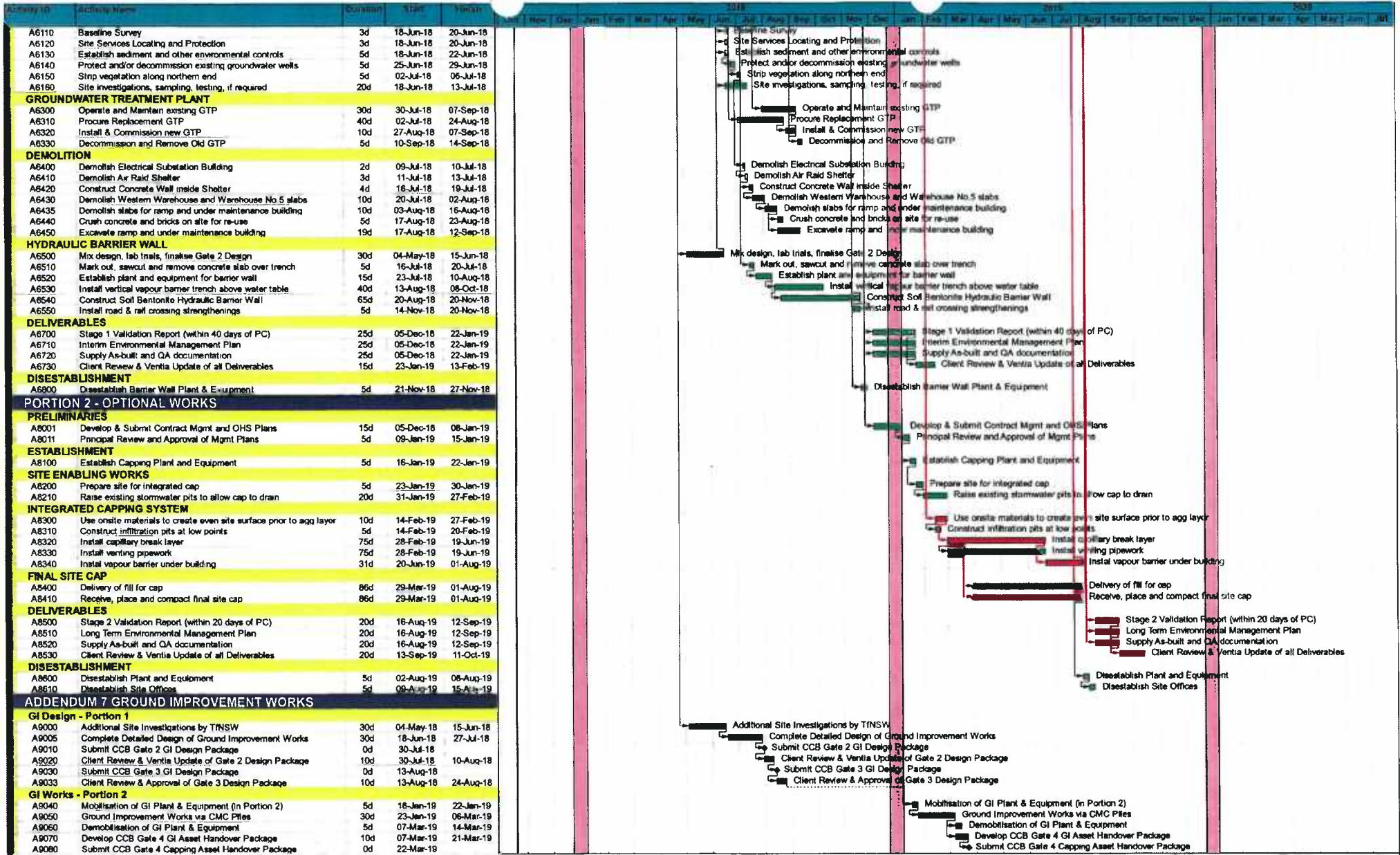
A6100	Set up Time Lapse Camera	10d	18-Jun-18	29-Jun-18
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- ◆ Milestone
- ▬ Actual Work
- ▬ Remaining Work
- ▬ Critical Remaining Work

6 GRAND AVENUE, CAMELLIA
REMEDIAL CONTRACT
Contract Programme



Date	Revised	Checked	Approved
04-May-18	Contract Programme	DD	



6 GRAND AVENUE, CAMELLIA
 REMEDIATION CONTRACT
 Contract Programme

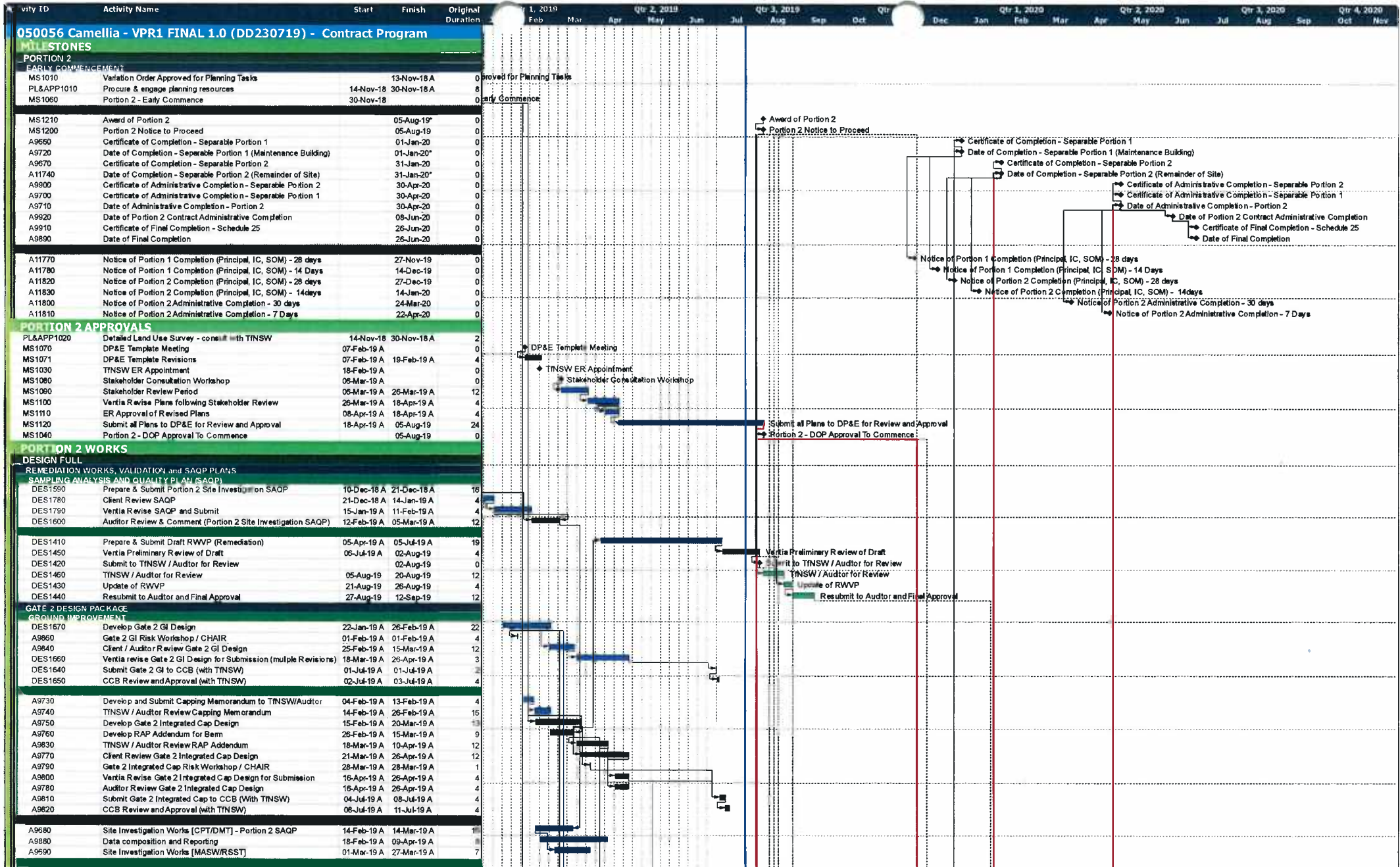


Transport
for NSW



Date	Review	Checked	Approved
04-May-18	Contract Programme	06	

Part 2: Portion 2 Optional Works Program



- ◆ Milestone
- Actual Work
- Remaining Work
- Critical Remaining Work
- Original Contract Program

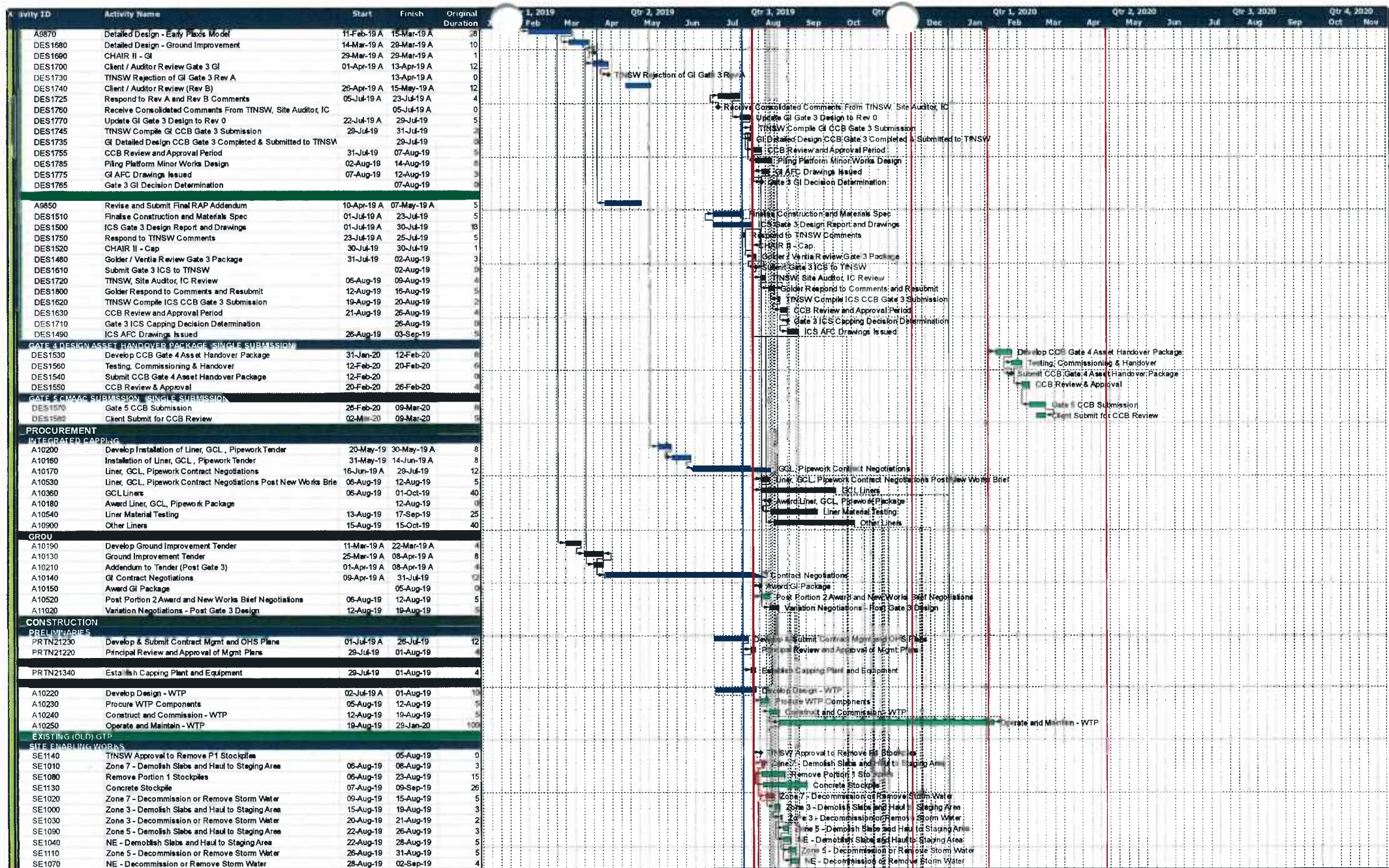
**CAMELLIA REMEDIATION PROJECT
CONTRACT PROGRAM - PORTION 2**



**Transport
for NSW**



Date	Revision	Checked	Approved
26-Jul-19	VPR01 / P2 Contract Baseline	TL	TL



- ◆ Milestone
- Actual Work
- Remaining Work
- Critical Remaining Work
- Original Contract Program

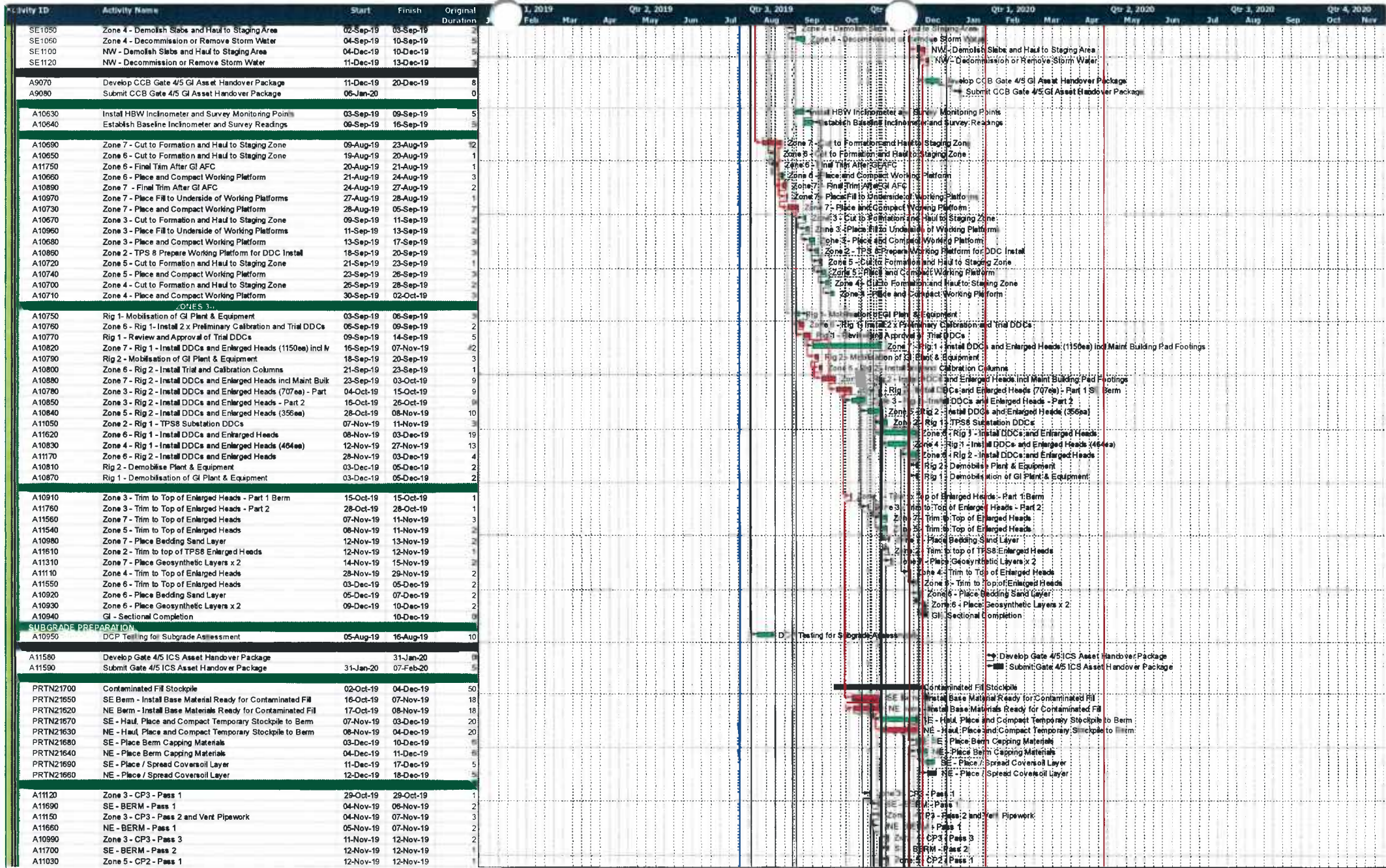
CAMELLIA REMEDIATION PROJECT
CONTRACT PROGRAM - PORTION 2



Transport
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Date	Revision	Checked	Approved
23-Jul-19	MFR01/P2 Contract Baseline	TL	TL



- ◆ Milestone
- Actual Work
- Remaining Work
- Critical Remaining Work
- Original Contract Program

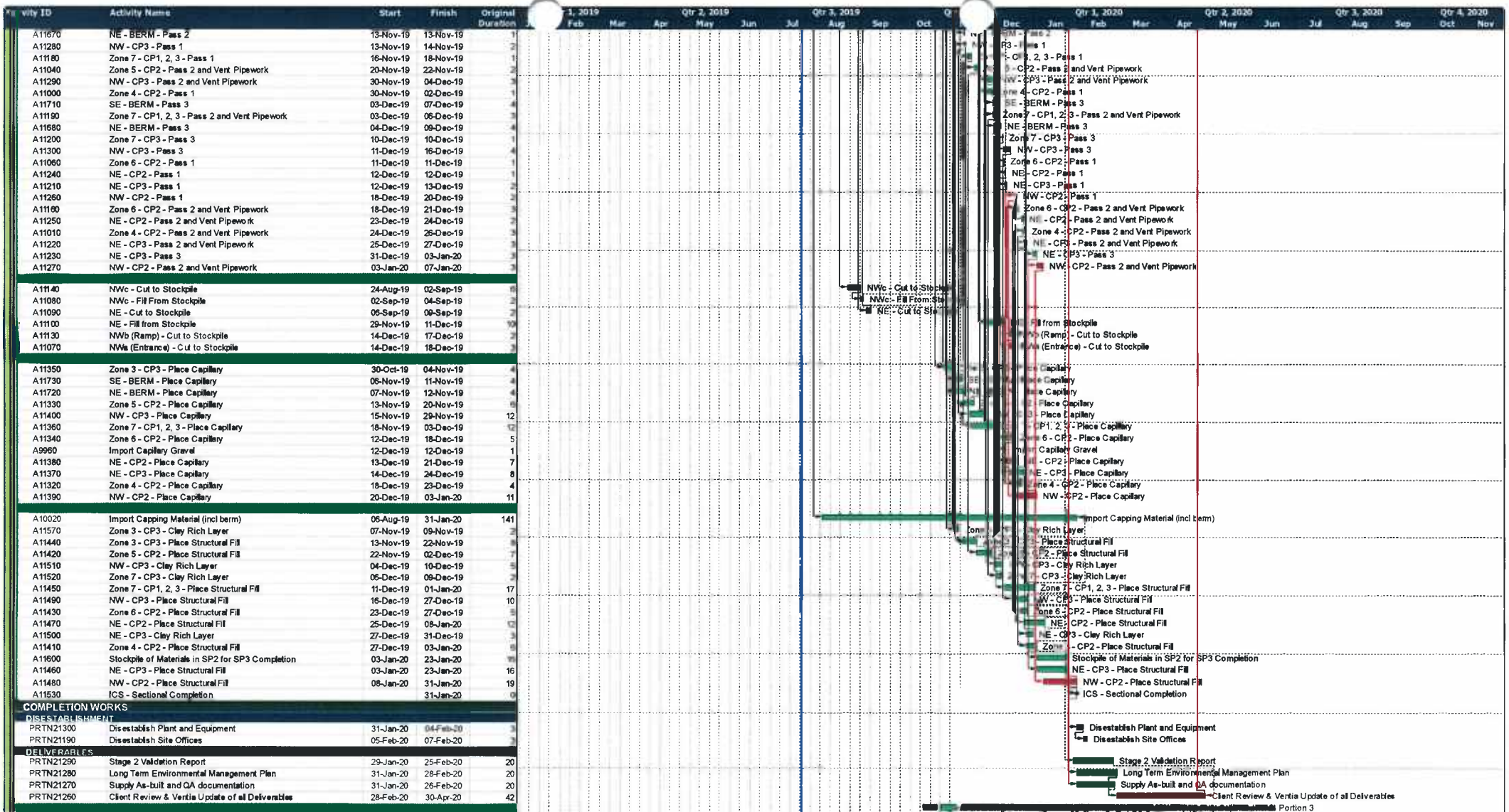
CAMELLIA REMEDIATION PROJECT
CONTRACT PROGRAM - PORTION 2



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Date	Revision	Checked	Approved
23-Jul-19	VPR01 / P2 Contract Briefing	TL	TL



- ◆ Milestone
- Actual Work
- Remaining Work
- Critical Remaining Work
- Original Contract Program

CAMELLIA REMEDIATION PROJECT
CONTRACT PROGRAM - PORTION 2



Transport
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Date	Revision	Checked	Approved
26-Jul-19	VPR01 / P2 Contract Baseline	TL	TL

9 Schedule 26

A new Schedule 26 titled "Separable Portions" is inserted annexing the following document:

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10 Annexure A

Annexure A is deleted in its entirety and replaced with the following document
"Annexure A – Works Brief Remediation Contract 6 Grand Avenue, Camellia".

Annexure A – Works Brief

Remediation Contract 6 Grand Avenue, Camellia

Contract Number: ISD-17-6467

Document Number: 5754914_8
Date of Issue: July 2019
Revision: 2.8

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Document History

Version	Date of approval	Doc. Control no.	Summary of change
Draft 1.9	October 2017	5754914_4	For Approval
V2.0			Annexures attached: <ul style="list-style-type: none"> • A: Revised RAP; • D: REF Conditions of Approval; • I: Revised Arup Design report; and • J: Information document register.
V2.2	16 November 2017		Amended to reflect strategy for Portion 2 Optional Stage 2 Remediation Works to include all Works to obtain Section A2 Site Audit Statement and minor revisions.
V2.3	29 January 2018		Amended to reflect changes made in Addenda 6 and 7. Annexure D is replaced with Document 6 Grand Avenue, Camellia Site Remediation Determination Report.
V2.4	5 April 2018		Amended to reflect Fitness for Purpose definition in the Works Brief. Addendum 7 included.
V2.5	28 September 2018		Amended Section relating to Portion 2.
V2.6	March 2019		Amended to include updated Scope
V2.7	June 2019		Amended to reflect updated design specifications and construction requirements. Formatting errors corrected
V2.8	July 2019		Amended for Portion 2 award

1 Introduction

1.1 Purpose

Transport for New South Wales (TfNSW), the Principal, requires the Contractor to undertake the remediation of 6 Grand Avenue, Camellia in accordance with the Remediation Action Plan (RAP) and the provisions of the *Contaminated Land Management Act 1997* (CLM Act).

This Works Brief describes the technical requirements, Fitness for Purpose requirements and applicable standards for the scope of the Works and Temporary Works, as well as related Contractor's Activities, to be performed by the Contractor under the Contract.

The Contractor must satisfy both the specific technical requirements and the fitness for purpose requirements.

1.2 Works Brief Components

The content of the Works Brief is subdivided into the following sections and annexures:

- **Section 1: Introduction** – sets out the purpose of this Works Brief, provides an outline of the structure of the Works Brief;
- **Section 2: Overview** – provides a brief overview of the Works, key objectives, the remediation strategy, and staging of the Works;
- **Section 3: Approvals** – describes the approvals, permits and licenses that are in place, and those that are required to be obtained;
- **Section 4: Management Plans** – describes the plans that shall be developed in order to monitor and control the Works;
- **Section 5: Design** – describes the design requirements and process that the Contractor is to undertake, and the documentation to be produced; and
- **Section 6: Remediation Works** – describes the technical requirements and activities to be undertaken.
- **Section 7: Reference Documents**
- **Section 8: Definitions**

The Works Brief contains the following annexures:

- **Annexure A: Remediation Action Plan (RAP)**
- **Annexure B: Clarifications and amendments**
- **Annexure C: Interface Schedule**
- **Annexure D: Review of Environmental Factors Conditions of Approval**
- **Annexure E: Not Used**
- **Annexure F: The Site**
- **Annexure G: Site access schedule**
- **Annexure H: AEO Engineering Services Matrix**
- **Annexure I: Not Used**
- **Annexure J: Information Documents**



- **Annexure K: SaM Site Earthworks Model – Rev E**
- **Annexure L: Facility Layouts**

The Works Brief and all annexures must be read in conjunction with all Contract documents.

2 Overview

2.1 The Site

The Principal owns the land at 6 Grand Avenue, Camellia (hereafter referred to as the 'Site'). The Site comprises approximately 6.2 hectares and is zoned Heavy Industrial under the *Parramatta Local Environmental Plan 2011*. The Site is legally identified as Lot 3 of Deposited Plan 843591.

The Site is located on the Camellia Peninsula and bounded by Grand Avenue to the north and Colquhoun Street to the west, with the Parramatta River approximately 250 metres to the north. No natural vegetation exists on the Site and the majority of the Site is covered by remnant concrete slab from historical infrastructure and operations.

The Site was historically used for chemical manufacturing purposes, including chrome chemicals and chlorofluorocarbons (CFCs), which resulted in significant contamination of soils and groundwater. Buried asbestos and asbestos containment cells are also known to be present on the Site. Due to the Site's location, physical and environmental setting, and the nature of contaminants present, contamination conditions and associated risks are unusual and highly complex. The Site has been subject to long term regulation by the New South Wales (NSW) Environment Protection Authority (EPA) under the CLM Act.

Numerous environmental investigations and targeted remedial activities in selected areas have been undertaken at the Site. Available reports (limited to those held by the Principal) have been provided as Information Documents in Annexure J. The investigations and assessments performed to date have identified the following contaminants of concern that drive the need for remediation of the Site:

- (a) hexavalent chromium (Cr(VI)); and
- (b) volatile chlorinated hydrocarbons (VCHs), including carbon tetrachloride, chloroform, tetrachloroethene and associated daughter products.

Other contaminants of concern are present on the Site, including asbestos, and these will require consideration in the design and delivery of the Works.

Further information on ground conditions, topography, geology, hydrogeology, and contamination conditions present at the Site can be found in the RAP, included as Annexure A of this Works Brief, Reports and Information Documents.

Due to the Site's physical and environmental setting, various contaminant migration and receptor exposure pathways have been identified for the contaminants of concern. Remediation of the Site is required to mitigate the risks to human and environmental receptors caused by the contamination present, and to prevent contaminant migration from the Site.

2.2 Current Status

The Principal has identified the Site for redevelopment as the Stabling and Maintenance facility (SaM Facility) for the Project. The Site is currently vacant, with the majority of above ground structures having been demolished to slab level and removed from the Site. Remnant concrete slabs cover the majority of the Site area.

A Groundwater Treatment Plant (GTP) remains in operation at the Site and is intended to limit off-site migration of contaminated groundwater to the north, through a hydraulic containment management strategy. Effluent from the GTP is discharged to local sewer under a Trade Wastewater Agreement (TWA) with Sydney Water. The GTP is nearing the end of its asset lifecycle.

The Principal has entered into a Voluntary Management Proposal (VMP) with the NSW EPA for each stage of the Site remediation, and has engaged a NSW EPA-accredited Site Auditor for the Works in accordance with the Site Auditor Scheme administered by NSW EPA under Part 4 of the CLM Act. The Site Auditor has reviewed and provided Interim Site Audit Advice (ISAA) on the RAP. The RAP is included as Annexure A to this Works Brief.

2.3 Remediation Purposes

The overall purpose of the Works is to eliminate or mitigate risks to human health and the environment resulting from contamination present at the Site in accordance with the RAP and all relevant legislative and regulatory guidelines.

The purposes of the Works are to:

- (a) satisfy all legal and regulatory obligations relating to contamination at the Site;
- (b) mitigate future migration of contamination from the Site onto surrounding land;
- (c) render the Site suitable for commercial and industrial land use, and specifically for redevelopment as the SaM Facility for the Project;
- (d) reduce long term liabilities associated with contamination present at the Site where practicable, by reducing the mass and/or toxicity of contaminants;
- (e) demonstrate to stakeholders that contamination at the Site has been successfully remediated and managed to a standard that minimises the risk to human or environmental health at the Site and surrounding lands; and
- (f) apply best practice remediation and management techniques that take into account Site-specific conditions and fundamental environmental principles such as sustainable development and ecologically sustainable design.

All investigation, remediation, validation and management works at the Site will be subject to review and approval by the NSW EPA-accredited Site Auditor. The Contractor must undertake the Works, carry out the Contractor's Activities and prepare the documentation necessary to allow the Site Auditor to issue the required SAS(s) and SAR(s), as described in Section 2.5.

2.4 Remediation Strategy

The remediation strategy for the Site is detailed within the RAP (included in Annexure A). The strategy involves a combination of physical containment and physical separation components intended to mitigate off-site migration of contaminants and minimise and control receptor exposure pathways. The remediation strategy includes the following core components:

- (a) installation of a hydraulic barrier wall along the Site perimeter to prevent groundwater migration to and from the Site;

- (b) demolition of the existing GTP, and installation, commissioning, maintenance and operation of a replacement GTP at the Site as an interim remediation (and future contingency) measure during delivery of the Works; and
- (c) installation of an integrated capping system across the surface of the Site to mitigate soil vapour exposure pathways and hexavalent chromium wicking processes, and to physically separate future Site users from remnant contamination.

The Works constructed as part of the Contract must consider the future redevelopment of the Site as the SaM Facility for the Project. The design must be suitable to accommodate light rail infrastructure and services as shown in Annexure L.

2.5 Scope and Staging

The Works will be delivered in a staged manner, comprising:

- (a) Portion 1 Barrier Works: Stage 1 Remediation Works (Including associated Temporary Works and Enabling Works, with the Treatment Design Option);
- (b) Portion 2 Optional Works: Stage 2 Remediation Works (Including associated Temporary Works and Enabling Works); and
- (c) New Portion: Optional Ongoing Site Management and Handover Works.

Each stage is further described throughout this Works Brief.

2.5.1 Portion 1 Barrier Works: Stage 1 Remediation Works

The purpose of the Portion 1 Barrier Works is to complete those remediation and management activities required to meet the Principal's obligations as the landowner, and to mitigate off-site migration of contaminants. These Works are independent of the planned redevelopment of the Site and are intended to be completed as early as possible to mitigate program and delivery risks to the Project.

The Portion 1 Barrier Works include:

- (a) detailed design of the hydraulic barrier wall and replacement GTP in accordance with the RAP and this Works Brief as described in Section 5.2.3;
- (b) the Temporary Works encompasses establishment of plant, equipment and facilities on the Site to support the delivery of the Works as described in Section 6.1.
- (c) the Enabling Works encompasses establishment and management of utilities and other below-ground infrastructure on the Site to support the delivery of the Works as described in Section 6.2;
- (d) installation, commissioning, operation and maintenance of the replacement GTP;
- (e) demolition of existing infrastructure, including the existing GTP present at the Site;
- (f) installation of a hydraulic barrier wall along the Site perimeter and keyed into bedrock;
- (g) implementation of the monitoring and validation program for the Portion 1 Barrier Works in accordance with the RAP and this Works Brief;

- (h) preparation of Stage 1 Site Validation Report to the satisfaction of the Site Auditor;
and
- (i) preparation of Interim Site Management Plan to the satisfaction of the Site Auditor.

The Contractor will be required to complete all Works and prepare all documentation to allow the Site Auditor to produce a Section B Site Audit Statement (SAS) and Site Audit Report (SAR) certifying that the Portion 1 Barrier Works have been completed in accordance with Stage 1 of the RAP, and that the Site can be made suitable for commercial and industrial land use, subject to completion of the remaining works in the RAP.

In the event that Portion 2 Optional Works is exercised, the Site Auditor may produce an Interim Site Audit Advice (ISAA) confirming that the Portion 1 Barrier Works have been completed in accordance with Stage 1 of the RAP, instead of producing an SAS and SAR.

2.5.2 Portion 2 Optional Works: Stage 2 Remediation Works

The Portion 2 Optional Works comprise the design, remediation and management activities required for the purpose of enabling the safe redevelopment and future use of the Site as the SaM Facility for the Project. The Portion is an option under the Contract.

The Portion 2 Optional Works include:

- (a) detailed design of an integrated capping system that includes a capillary break layer, vapour mitigation system, final site cap and vapour barrier(s) beneath the maintenance and administration buildings and enclosed structures as described in Section 5.2.4;
- (b) the Temporary Works encompasses establishment of plant, equipment and facilities on the Site to support the delivery of the Works as described in Section 6.1;
- (c) detailed design and construction of a containment cell as described in sections 5.2.4 and 6.4.3
- (d) the Enabling Works encompasses establishment and management of utilities and other below-ground infrastructure on the Site to support the delivery of the Works as described in Section 6.2;
- (e) construction and installation of the integrated capping system;
- (f) implementation of the monitoring and validation program for the Portion 2 Optional Works in accordance with the RAP and this Works Brief;
- (g) preparation of Stage 2 Site Validation Report to the satisfaction of the Site Auditor;
and
- (h) preparation of a Long Term Environmental Management Plan (LTEMP) to the satisfaction of the Site Auditor.

The Contractor will be required to complete all Works and prepare documentation to allow the Site Auditor to produce a Section A2 SAS and accompanying SAR certifying that the Site is suitable for commercial and industrial land use, subject to implementation of the LTEMP.

2.5.3 New Portion: Optional Ongoing Site Management and Handover Works

Maintain the Site and the Plant, Equipment and Work in accordance with the Interim Site Management Plan and associated works that may arise until hand over to the SOM Contractor.

2.6 Contractor's Activities

Without limiting the Contractor's obligations under the Contract, the Contractor's Activities include:

- (a) design of the Works and preparation of all required Design Documentation (including drawings, analysis, certification, calculations and reports) to allow the Principal to obtain Configuration Control Board (CCB) gateway approvals;
- (b) project management, co-ordination, planning, compliance with Approvals and reporting;
- (c) mobilising all required personnel, plant and equipment to safely and effectively execute the Works;
- (d) supporting the Principal, through the provision of information, Design Documents and attending meetings, to develop and negotiate VMP(s) with NSW EPA for the Works;
- (e) procuring and delivering all materials required to execute the Works;
- (f) preparing the required Management Plans as detailed in the TfNSW Standard Requirements (TSR), and executing the Works in accordance with the Management Plans;
- (g) validating the effectiveness of the Works in accordance with the RAP; and
- (h) demobilising and leaving the Site tidy, safe and secure upon Administrative Completion.

2.7 Requirements

The Contractor must undertake the Contractor's Activities, the Temporary Works and the Works in accordance with the requirements of the Contract, including this Works Brief and the TSR.

2.8 Exclusions

The following items are excluded from the scope of the Contractor's Activities:

- (a) the planning and execution of a TWA with Sydney Water for the discharge of effluent from the existing GTP (the Principal already holds a TWA with Sydney Water for effluent from the existing GTP);
- (b) obtaining Planning Approvals as described in Section 3 in accordance with the *Environmental Planning and Assessment Act 1979* (EP&A Act);
- (c) construction of light rail infrastructure as shown indicatively on the Project drawings prepared by Arup and included in Annexure J; and

- (d) provision of a NSW EPA-accredited Site Auditor to review the execution and validation of the remediation works.

2.9 Interface Contractors

The Principal will engage Interface Contractors as detailed in Annexure C.

The Contractor must cooperate with these Interface Contractors and provide information as required.

These Interface Contractors will:

- (a) attend the Contractor's Site induction;
- (b) not impede the Works; and
- (c) comply with the Contractor's requirements on the Site.

3 Approvals

3.1 Planning Approvals

The Principal has prepared a Review of Environmental Factors (REF) under Part 5 of the EP&A Act for the Portion 1 Barrier Works. The determination report (Incl. the REF and Conditions of Approval (CoA)) are included as Annexure D of this Works Brief. The Contractor must comply with the REF and its CoA.

The Principal has prepared an Environmental Impact Statement (EIS) under the provisions of State Significant Infrastructure for the PLR. The scope of the EIS includes the Portion 2 Optional Works and construction and operation of the Project. The EIS was placed on public exhibition from 23 August 2017, and approval by the Minister for Planning of the NSW Department of Planning and Environment (DPE) was granted via SSI 8285 on 29th May 2018 and following administrative modifications updated on 25th January 2019.

The SSI Approval is included as Annexure G of the Contract. The Contractor is required to comply with the SSI Approval should the Principal execute the Portion 2 Optional Works.

The REF and EIS, and their respective Part 5 Approval and the SSI Approval, are collectively described as the Planning Approvals in this Works Brief. The Contractor must ensure that it has the relevant expertise and experience to mitigate the impacts of the Works and to satisfy the conditions specified in the Planning Approvals.

For the avoidance of doubt, Table 1 summarises the Planning Approvals applicable to each stage of the Works.

Table 1 - Planning Approvals

Stage	Planning Approval
Portion 1 Barrier Works	REF and the CoA (Part 5 Approval)
Portion 2 Optional Works	SSI 8285 Approval

3.2 Other Approvals, Permits and Licenses

The Contractor must obtain and comply with all other licenses, approvals and permits necessary to undertake the Temporary Works and the Works that may be required. In the event that Portion 2 Optional Works is exercised, the Contractor must also obtain and comply with all other licenses, approvals and permits necessary to undertake the Portion 2 Optional Works.

These approvals may include, but not be limited to:

- (a) approvals for the capping, removal, replacement, relocation or disruption to services;
- (b) approvals for the establishment, commissioning and operation of remediation equipment;
- (c) approvals for the transport, treatment, reuse and/or disposal of solid and liquid wastes;

- (d) approvals for working in and around, and for the management, handling, transport and disposal, of asbestos and asbestos-contaminated materials (ACMs);
- (e) approvals for the temporary occupation of land outside of the Site for remediation activities; and
- (f) approvals for the installation and access for sampling of groundwater monitoring wells in locations outside the bounds of the Site.

Where the Contractor's Activities, Temporary Works and/or Works requires access or activities in locations beyond the Site boundaries, the Principal will assist the Contractor in the communication and engagement with the Authorities and/or neighbouring landowners to obtain access and approvals.

4 Management Plans

The Contractor must develop and implement Management Plans in order to monitor and control the Contractor's Activities and the Works to establish procedures to ensure compliance with applicable legislation, standards and regulatory guidelines. In the event that Portion 2 Optional Works is exercised, the Contractor must amend the Management Plans to address the Portion 2 Optional Works.

Requirements for Management Plans are detailed in the TSR, and additional requirements are detailed in this Works Brief. The Contractor shall be responsible for implementing and maintaining all Management Plans as necessary throughout the Contract. A Staging Report (PLR-VNT-SAM-PE-RPT-000018 / INFO DOC 178) has been prepared identifying the relevant conditions of approval, revised environmental mitigation measures and environmental performance outcomes identified for the Portion 2 Optional Works.

The Contractor must prepare the CMP and all Sub plans in draft format for submission to the Principal. The Principal will review and provide comments on each plan within a period of 15 Business Days from receipt. The Contractor must then address any comments received from the Principal and update and resubmit the plan iteratively, within 5 Business Days, until the content is acceptable to the Principal.

The Contractor must prepare and submit a Remediation Works and Validation Plan (RWVP) to the Principal and the Site Auditor within 10 Business Days after delivery of CCB Gate 2 design package submission for the Portion 1 Barrier Works. In the event that Portion 2 Optional Works is exercised, the Contractor must prepare and submit a separate RWVP in the same manner and within 10 Business Days after delivery of CCB Gate 2 design package submission for the Portion 2 Optional Works.

The Principal and Site Auditor will review and provide comments on each RWVP within 15 Business Days of receipt. The Contractor must then address any comments received, and update and re-submit the RWVP iteratively, within 5 Business Days, until the content of the RWVP is acceptable to the Principal and the Site Auditor.

The CEMP and sub plans for Portion 2 must be prepared in accordance with CoA and comply with web content accessibility guidelines (WCAG 2.0).

5 Design

The Contractor is required to perform the detailed design of all Temporary Works and Works in accordance with the RAP, relevant guidelines and standards. The design must be assured by an AEO in accordance with TfNSW's *System Safety Standard for New or Altered Assets T MU MD 20001 ST*.

5.1 Design Inputs

The Contractor must conduct all investigations, sampling, testing, trials, modelling and any other activities required to obtain the information necessary to facilitate development of the detailed design and work methods, and to demonstrate achievement of the performance criteria, Design Life, and durability requirements specified in the RAP, ASA standards and this Works Brief.

In the event that Portion 2 Optional Works is exercised, the Contractor must conduct any additional investigations and/or assessments required as inputs to the detailed design of the Portion 2 Optional Works, in the same manner as the requirements for Portion 1 Barrier Works.

Site investigations may include, but not be limited to:

- (a) investigation of soil, soil-vapour, sediment, rock, groundwater and surface water characteristics;
- (b) investigation of geotechnical characteristics related to the design and delivery of the Works; and/or
- (c) investigation of structures and surfaces to validate materials, conditions or locations.

The Contractor must perform all remediation trials, whether on-Site or off-Site, as required to inform the detailed design of the Works, remediation infrastructure, and work methods and techniques. Trials may be performed for a variety of purposes including, but not limited to:

- (a) proving elements of the remediation strategy;
- (b) determining optimal inputs and conditions for remediation techniques;
- (c) determining requirements for pre-treatment of solid or liquid wastes;
- (d) demonstrating the feasibility of remediation techniques to stakeholders;
- (e) confirmation of effectiveness of proposed methodologies; and/or
- (f) obtaining licences and approvals relating to remediation.

Prior to the commencement of any Site investigations or remediation trials, the Contractor must prepare a Sampling, Analysis and Quality Plan (SAQP) in accordance with:

- (a) the *National Environment Protection (Assessment of Site Contamination) Measure 1999* (NEPC, 2013);
- (b) the *Guidelines for Consultants Reporting on Contaminated Sites* (NSW OEH, 2011); and
- (c) any other relevant guidelines and standards.

The Contractor must submit the SAQP for review and approval by the Principal and the Site Auditor prior to commencement of any data collection activities. The Principal and the Site Auditor will review and provide comments on the plan within a period of 15 Business Days from receipt. The Contractor must then address any comments received from the Principal and the Site Auditor, update and resubmit the plan iteratively, within 5 Business Days, until the content is acceptable to the Principal and the Site Auditor. Investigations may not commence until the SAQP is accepted by the Principal.

In the event that Portion 2 Optional Works is exercised, a separate SAQP must be produced for design inputs for the Portion 2 Optional Works, in the same manner as Portion 1 Barrier Works.

5.2 Design Development

The Contractor must carry out the Contractor's Activities and provide Design Documentation to meet the requirements of the TfNSW Configuration Management Plan T MU AM 04001 PL.

5.2.1 Data Review

The Contractor must review all available information and data to the extent necessary to design and deliver the Temporary Works and Works. Such information and data includes, but is not limited to:

- (a) publicly available information and data;
- (b) relevant guidelines, codes and standards; and
- (c) Reports, Information Documents and data provided by TfNSW.

5.2.2 Remediation Works and Validation Plan (RWVP)

The objective of the RWVP is to document the tasks, activities, methodology, plans and procedures describing how the Works will be undertaken and how validation will be achieved. The RWVP will translate the requirements of the RAP, this Works Brief, the Planning Approvals and the Design Documentation into the specific tasks and activities to be delivered by the Contractor. The RWVP must enable the effective delivery and completion of all remediation and validation requirements nominated in the RAP and this Works Brief.

The RAP defines the validation criteria based on typical industry standards. If the Contractor believes that the adoption of risk-based validation criteria are required, or can provide beneficial outcomes for the Site and the Works, the Contractor shall be responsible for the derivation and justification of such criteria. Risk-based validation criteria must be developed in accordance with NSW EPA-endorsed guidelines, and the Contractor shall be responsible for obtaining approval of risk-based validation criteria from the Principal and the Site Auditor via the RWVP.

The Contractor shall be responsible for maintaining and implementing all activities nominated in the RWVP to the satisfaction of the Principal and the Site Auditor in accordance with the Contract. The Contractor shall be responsible for the establishment of infrastructure required to support the validation of remediation works, including, for example, the installation of groundwater and/or soil vapour monitoring wells.

The RWVP must incorporate the requirements and specifications of the RAP, this Works Brief, the Planning Approvals and all legislative, regulatory and industry guidelines

applicable to the execution and validation of the Works. The RWVP must include, but not be limited to:

- (a) a description of the Site layout and the Works Program;
- (b) detailed description of the construction methodology, staging, activities and techniques to be adopted in delivering the Works including:
 - i. demolition works, including methodology, procedures and protocols for the demolition, handling and lawful disposal of contaminated and hazardous materials generated from demolition works;
 - ii. civil works;
 - iii. waste management, including materials tracking procedures, waste classification, acceptance criteria for on-site re-use, licensing requirements, disposal protocols, and incident responses;
 - iv. asbestos handling and disposal, including licensing requirements and an Asbestos Removal Control Plan;
 - v. water management, including collection, storage, classification, management and disposal; and
 - vi. materials treatment requirements and techniques, if required.
- (c) demonstrated compliance with the requirements and specifications of the RAP, this Works Brief and Design Documentation;
- (d) details of any materials treatment methods, as required, to be adopted in delivering the Works;
- (e) a description of the proposed validation strategy for imported materials, reuse of excavated materials, and success of the remediation infrastructure, including monitoring, sampling and analysis activities to collect the necessary data to track and validate all aspects the Works, including (but not limited to):
 - i. sampling and monitoring locations and frequencies;
 - ii. the type of media to be sampled and/or monitored;
 - iii. methods and techniques for sample collection and/or monitoring; and
 - iv. proposed laboratory and field analytical schedules;
- (f) details of materials tracking protocols and procedures, including clear definition of the process for sampling, classification, tracking, reporting and documentation of all materials (including imported materials) from cradle to grave;
- (g) details of proposed disposal location(s) for any materials required to be disposed off-Site;
- (h) the remediation and validation criteria to be adopted for each component of the Works, including definition of chemical acceptance criteria for materials to enable on-Site re-use;
- (i) the proposed analytical laboratories to be used;
- (j) the proposed inspection, testing, monitoring, sampling, measurement and any other activities, to be implemented during and after Completion of the Works to demonstrate the remediation infrastructure and components have achieved the required validation criteria;

- (k) details of quality assurance and quality control protocols and procedures to be adopted to ensure data quality and reliability;
- (l) documentation and reporting procedures, including the data reporting program to be implemented during the Works, to ensure the Principal and Site Auditor are kept updated on the progress of the Works, and the validation strategy and validation program defined in the RAP are implemented; and
- (m) contingency plans to be adopted should the Works not progress as planned, or should the validation criteria not be achieved.

5.2.3 Stage 1 Remediation Design

The Contractor must develop the detailed design and prepare all Design Documentation for the Temporary Works, Works, remediation components and infrastructure required for the Portion 1 Barrier Works, including, but not limited to:

- (a) the replacement GTP; and
- (b) the hydraulic barrier wall.

In developing the design for the Portion 1 Barrier Works, the Contractor must:

- (c) accommodate or relocate:
 - i. existing services and utilities;
 - ii. existing groundwater monitoring wells; and
 - iii. existing pipework and infrastructure associated with the existing GTP;
- (d) not impact the existing sewer line used for effluent discharge from the existing GTP;
- (e) coordinate the location of the replacement GTP with the proposed light rail infrastructure design;
- (f) consider the location of existing groundwater cut-off walls, sub-surface remediation infrastructure, and historical remediation areas;
- (g) consider the physical and chemical characteristics of soils, rock and groundwater in relation to the effectiveness and durability of the hydraulic barrier wall;
- (h) make provision for future utilities, services and operational infrastructure that will be required for future construction and operation of the Site as a SaM Facility, including, but not limited to:
 - i. LVElectricity;
 - ii. telecommunications;
 - iii. HV ducts;
 - iv. potable water and wastewater; and
 - v. emergency (fire) water supply;
- (i) incorporate geotechnical and foundation loading requirements for access points that cross the barrier wall, including both vehicular and light rail infrastructure access points;
- (j) allow for the required loading to be imposed on the site by light rail infrastructure in the design of the barrier wall, including the requirements detailed in sections 5.2.4 and 5.6.4 of this Works Brief;

- (k) include Sydney Water's design and connection requirements for connecting the replacement GTP to the Sydney Water wastewater network;
- (l) incorporate all features and components (e.g. flow meters, vent stacks) required by Sydney Water to ensure connection of the replacement GTP to the Sydney Water wastewater network meets all requirements under the TWA;
- (m) produce a design of the hydraulic barrier that allows construction of the barrier as close to the property boundary as is reasonably practicable; and
- (n) incorporate the following in the design of the new GTP:
 - i. LV systems designed in accordance with AS/NZS3000 Wiring rules and T HR EL 17001 ST;
 - ii. automation to allow operation with minimal intervention from maintenance personnel other than weekly inspections and supplying any dosing chemicals and consumables;
 - iii. appropriate ventilation;
 - iv. switch board include (as a minimum) illuminated switches, hour reading indicators for pumps, current gauges for pumps, dosing chemical level indicators and dosing adjustment for and chemicals;
 - v. replacement Sydney Water flowmeter;
 - vi. capacity for connection (by interface contractor) to display condition and alarms in the future control room; and
 - vii. audible and visible alarms to indicate faults.

The Design Documentation for the Portion 1 Barrier Works must include (in addition to the TfNSW Configuration Management Plan requirements) a design report incorporating:

- (o) the investigations, activities, trials, modelling, and any other data collection activities and outputs used as inputs to the design development;
- (p) switch board layouts must be submitted to the Principal's Representative for approval prior to commencing fabrication;
- (q) a hydrogeological model (Groundwater model) to support the design and validation of the Portion 1 Barrier Works;
- (r) a Geotechnical Interpretive Report;
- (s) the rationale and justification for the detailed design;
- (t) how and why the detailed design will achieve the validation criteria nominated in the RAP and this Works Brief;
- (u) a first draft of the Interim Site Management Plan (As detailed in Section 6.3.5.2); and
- (v) the proposed inspection, testing, monitoring, sampling, measurement, and any other activities to be implemented during and after Completion of the Portion 1 Barrier Works to demonstrate the remediation infrastructure and components have achieved the required validation criteria.

The design report shall be subject to review and comment by the Principal as part of the design submission. The Principal may seek inputs from the Site Auditor in reviewing the design report and Design Documentation.

5.2.4 Stage 2 Remediation Design

The Contractor must develop the detailed design and prepare all Design Documentation for the Portion 2 Optional Works, including, but not limited to:

- (a) the capillary break and capping layers (With suitable separation of any fill placed over this layer) to levels as per Annexure K;
- (b) Incorporating the Portion 1 AFC Design;
- (c) the vapour barrier under the footprint of the maintenance and administration building;
- (d) the vapour barrier under the footprint of the maintenance and administration building must include suitable protection to allow steel fixing, concreting activities, placing and compacting up to 2.5m of fill on top of it and 8t rubber tracked plant and light vehicles to travel on it;
- (e) A containment cell along the Eastern boundary of the site capable of taking contaminated wastes present on the site that would otherwise require disposal in undertaking the Portion 2 Works. The capacity of the containment cell is to be determined during detailed design and is to be maximised to accommodate the estimated balance of site materials;
- (f) The containment cell design must;
 - i. finish a maximum 25m from the Eastern boundary of The Site
 - ii. commence a minimum 30m from the Northern boundary of The Site
 - iii. offset 2m off the Eastern and Southern boundaries of The Site to allow for access and drainage.
 - iv. Have a maximum 2H:1V batters.
 - v. provide maximum storage of contaminated material based on the footprint requirements
 - vi. Achieve long-term static slope stability
 - vii. include a protection geotextile on the surface of the containment cell that will remain secure until the commencement of landscaping by others.
- (g) suitable temporary drainage at low points;
- (h) the final site cap to subgrade levels as shown in Annexure K;
- (i) Ground improvement design to limit settlement, in areas of concern in accordance with the settlement limits provided and based on the load cases provided in Table 4 Section 5.6.4 of this Works Brief;
- (j) settlement limits across the Site (After construction of light rail infrastructure):
 - i. the allowable settlement of structure slabs is as follows:

Total Residual Settlement:	50mm
Differential Settlement:	0.3% in any direction
 - ii. the allowable settlement of structure footings is as follows:

Total Residual Settlement:	20mm
Differential Settlement:	0.1% between adjacent footings
 - iii. the allowable settlement of pavements and other areas not defined is as follows:

Total Residual Settlement:	200mm
Differential Settlement:	0.5% in any direction

iv. the allowable settlement of the containment cell is as follows:

Total Residual Settlement: 100mm

Differential Settlement: N/A

- (k) where in-situ ground improvement treatment is proposed, finished treatment must be integrated with the SaM Earthworks Model (Annexure K) and not impede or hinder the Integrated Capping Layer;

In developing the detailed design and Design Documentation for the Portion 2 Optional Works, the Contractor must:

- (l) review all available geotechnical data;
- (m) incorporate the SaM Facility Layout included in Annexure L;
- (n) Amend Annexure L as follows:
 - i. The GTP location is to be in accordance with the GTP AFC drawing package;
 - ii. Detention basin location in accordance with the SaM Site Earthworks Model;
- (o) develop a design that does not adversely impact the performance or effectiveness of the Portion 1 Barrier Works (e.g. hydraulic barrier wall, extraction wells and pipework for the replacement GTP);
- (p) incorporate design levels for capillary break and subgrade shown in Annexure K;
- (q) amend Annexure K as follows:
 - i. Finished surface level toe of batter is to finish 0.5m from property boundary along the Southern, Western and Eastern boundaries with the exception of the containment cell which is to finish 2m from the property boundary
 - ii. Finished surface level toe of batter is to finish 0.5m from the AB Mauri Sewer Easement as defined in Annexure J.
 - iii. GTP earthworks are allowed to impact on the basin depression.
 - iv. The upper limit capillary layer is an upper limit only.
- (r) comply with ASA Standard THRCI 12110ST;
- (s) Comply with PLR - Stabling and Maintenance Facility, Early Works - Earthworks Specification Rev 3 (PLR-ARA-EW-6000-SPC-00001) dated 27 October 2017;
- (t) prepare an addendum to the RAP to include the containment cell and obtain Site Auditor endorsement; and
- (u) Include in the LTEMP the management requirements of the containment cell.

The Design Documentation for the Portion 2 Optional Works must include (in addition to the TfNSW Configuration Management Plan requirements) a design report that:

- (v) summarises the investigations, activities, trials, modelling, and any other data collection activities and outputs used as inputs to the design development;
- (w) provides the rationale and justification for the detailed design;
- (x) incorporates detailed design of the interface and tie-in requirements for vapour barrier(s) to be installed around any penetrations that may be required for construction of the SaM Facility infrastructure (e.g. piles, vent pipes), and with the hydraulic barrier wall;
- (y) details durability and RAMS aspects of materials used;
- (z) includes a dispersion model clearly indicating vapour concentrations, at a height of 1.5m above ground level, over an area extending to at least 100 m from the Site

boundary on every side;

- (aa) demonstrates how and why the detailed design will achieve the validation criteria nominated in the RAP and this Works Brief;
- (bb) provides a draft LTEMP; and
- (cc) details the proposed inspection, testing, monitoring, sampling, measurement, and any other activities, to be implemented during, and following completion of, the Portion 2 Optional Works to demonstrate the remediation infrastructure and components have achieved the required validation criteria.

The design report shall be subject to review and comment by the Principal as part of the design submission. The Principal may seek inputs from the Site Auditor in reviewing the design report and Design Documentation.

5.3 Design Submissions

The following requirements relate to all design submissions.

5.3.1 General

The Contractor is required to make its design submissions in accordance with the following requirements:

- (a) the Contractor must prepare and submit design packages to the Principal's Representative for review in accordance with the ASA and the TfNSW Configuration Management Plan;
- (b) design submissions must include the documents required in the TfNSW CCR (4tp-ft-256) and be submitted in the CCR format;
- (c) the Contractor must engage with Project stakeholders in the development and delivery of the design;
- (d) the Contractor must regularly attend meetings with the Principal and present design development and progress as required by the Contract and at the Principal's request;
- (e) the Contractor must progressively validate, verify and certify the design, as the AEO;
- (f) the Contractor must provide the Principal all necessary Design Documentation required to support all Configuration Change Request (CCR) applications and submissions by the Principal in support of the Configuration Control Board (CCB) Control Gates 2, 3 and 4 (Commissioning), and Configuration Management and Asset Assurance Committee (CMAAC) Control Gate 5 (Asset Handover);
- (g) Design Documentation must also comply with the PLR CAD manual; and
- (h) the Contractor must undertake a detailed analysis to confirm the suitability of the remediation design and methodology. This analysis must predict the effects of the Works and the Temporary Works and the Contractor's Activities on existing ground conditions and infrastructure (including, but not limited to, structures, roads, retaining walls and services).

5.3.2 CCB Gate 2 Submission

The CCB Gate 2 design packages must:

- (a) be of a quality and detail to permit the Principal to assess whether the Contractor's proposed design approach complies with and satisfies the functional and performance requirements of the Contract;
- (b) include a geotechnical interpretive report;
- (c) include drawings and a design report;
- (d) recommendation regarding concrete additives, coating or other measures to improve durability of sub surface concrete structures, precast elements or piles that may be built or installed on the Site in future;
- (e) demonstrate to the Principal that the Contractor has identified, considered and resolved all of the relevant design requirements of the Contract, and provided scaled detailed drawings; and
- (f) provide sufficient detail to permit a meaningful review of the Design Documents by the Principal including the need for the addition of detail and specifications only, to permit the construction of the design with minimal risk of any abortive construction.

Any concessions or waivers to the ASA Requirements must be submitted, for approval to the ASA prior to CCB Gate 2 submission. All concessions must be approved by the ASA prior to CCB Gate 3 submission.

5.3.3 CCB Gate 3 Submission

The CCB Gate 3 design package(s) must:

- (a) be fully complete, correct, detailed, and coordinated;
- (b) be of a quality and content to permit the design package documents to support application to the CCB Gate 3 for approval of the proposed configuration change;
- (c) include detailed drawings and a design report;
- (d) address durability requirements of materials to be used;
- (e) include draft ITPs clearly showing hold points and witness points;
- (f) have closed out all prior design review comments and must be ready for their status to be changed to AFC status without further amendment if no further comments are received from stakeholders;
- (g) include a Safety Assurance Statement in support of every design package;
- (h) include a draft operations and maintenance plan and asset register sufficient for stakeholders to fully appreciate the implications of the delivery of new or adjusted infrastructure which:
 - i. forms the basis of the asset management information to be provided at Asset Handover;
 - ii. identifies and advises any necessary operations and maintenance requirements and regimes; and
 - iii. includes details of all required operational activities required that may introduce hazards of any kind together with risk mitigation measures proposed.

Following acceptable provision of CCB Gate 3 design package(s), AFC Design Documentation must be prepared and submitted to the Principle's Representative within 10 Business Days.

5.4 Treatment Design

5.4.1 Overview

The Principal is seeking to reduce long term risks and liabilities associated with contamination present at the Site, where practicable and complementary to the preferred remediation strategy identified in the RAP. Opportunities for reducing contamination risks and liabilities may exist through treatment technologies or approaches that:

- (a) reduce the mass of contaminants present at the Site;
- (b) reduce the toxicity of contaminants present at the Site;
- (c) reduce the migration potential for contaminants; or
- (d) by any other means reduce or mitigate the impact of contamination present at the Site on the health of current and future human and environmental receptors.

The Principal acknowledges that contaminant treatment is not a component of the RAP. However the treatment design is considered an opportunity for the Contractor to apply innovation in order to provide improved outcomes for the Project.

Due to the intended redevelopment of the Site as the SaM Facility for PLR, the Principal recognises that opportunities to reduce contamination risks and liabilities will decrease once the SaM Facility is constructed.

To assess and evaluate the opportunities available, the Principal is seeking innovation from the Contractor to develop a suitable design for the treatment of known contaminants present at the Site. Potential treatment approaches include, but are not limited to:

- (a) active, targeted treatment of contaminant source zones, hot-spots, preferential flow pathways, or other well-defined media, zones or areas;
- (b) passive treatment of contaminants, such as through the application of reactive media along natural or engineered flow pathways; or
- (c) any other treatment technology capable of reducing risks associated with contamination present at the Site.

The Principal would also consider opportunities for the construction and installation of remediation infrastructure and/or components that could be used or adopted for future contaminant treatment applications at the Site, once the SaM Facility has been constructed and is in operation.

5.4.2 Minimum Requirements

The Contractor's treatment strategy and approach is required to meet the following minimum requirements:

- (a) the treatment strategy must complement, and must not replace, the remediation strategy and/or any remediation components identified in the RAP;
- (b) the application of treatment technologies, techniques, methods or approaches must not replace, hinder, inhibit, or otherwise adversely impact the construction, performance, effectiveness, or any other aspect of the remediation components and remediation infrastructure required by the RAP;
- (c) the application of treatment technologies, techniques, methods or approaches must not compromise, hinder, inhibit, or otherwise adversely impact the construction, maintenance, and long-term operation of the Site as the SaM Facility for the Project;

- (d) the treatment strategy must be capable of meeting all relevant legislation, regulatory and industry guidelines, specifically in relation to health, safety, environment and community impacts;
- (e) the planning, design and implementation of the treatment strategy must fit within the Contractor's overall Program for the Works; and
- (f) the effectiveness and benefits of the treatment strategy must be measurable.

The Contractor is required to demonstrate that its treatment strategy meets these minimum requirements, and the Principal shall make the final determination as to whether the Contractor's treatment strategy meets the minimum requirements. The Principal reserves the right to terminate any further treatment design phases, if and when the Contractor's treatment strategy is determined to not comply with the minimum requirements.

5.4.3 Phase 1 – Strategy Development

The Contractor must prepare a treatment strategy document and SAQP for Phase 1. The treatment strategy document must, as a minimum:

- (a) describe the proposed treatment strategy, including the approach (e.g. passive or active) and the physical, chemical, or biological (or any other) processes upon which the treatment strategy is founded;
- (b) discuss the rationale and justification for the proposed treatment strategy;
- (c) describe how the treatment strategy would be implemented, including (but not limited to):
 - i. any chemicals, materials or reagents required;
 - ii. plant and/or equipment requirements;
 - iii. any remediation infrastructure or components required, including whether the infrastructure is temporary or permanent;
 - iv. the construction methods or techniques to be adopted; and
 - v. the extent of site disturbance required to implement the strategy;
- (d) identify the inputs and data collection activities required to further develop and prove the treatment strategy; and
- (e) identify any significant risks, uncertainties, or other requirements (e.g. regulatory approvals) that may arise as a result of implementing the proposed treatment strategy.

The SAQP must detail the Site investigations, activities, trials and any other activities the Contractor proposes to undertake to acquire the information, data and design inputs it requires to demonstrate the concept and develop the detailed design for the treatment strategy. The SAQP must be developed in accordance with the guidelines and standards nominated in Section 5.1.

The Contractor must submit the treatment strategy document and SAQP for review and approval by the Principal prior to commencing Phase 2 of the design development. The Principal may seek inputs from the Site Auditor in reviewing the treatment strategy document and SAQP.

5.5 AEO Engineering Management Methodologies

The Contractor must have in place, maintain and consistently apply until Final Completion, engineering management methodologies for the delivery and assurance of the Works and Temporary Works that must as a minimum:

- (a) comply with ASA Requirements including application of the requirements within “ASA Standard T MU MD 00009 ST – AEO Authorisation Requirements” and the requirements of the Contract;
- (b) maintain competence in the engineering services as indicated in Annexure H.
- (c) where engineering activities require assurance beyond the disciplines indicated in the matrix in Annexure H the Contractor must satisfy the Principal that these activities will be adequately assured by a third party and provide the Principal with assurance statements from the third party.
- (d) provide systems and procedures sufficient to ensure compliance with the Contractor’s risk management obligations under Law and under the Contract;
- (e) identify any risks in the performance of the Contractor’s Activities for which ASA authorisation is required;
- (f) provide for the comprehensive and systematic assessment of any identified risks;
- (g) be described in the Design and Engineering Management Plan;
- (h) specify the controls (including audits, expertise, resources, and staff) that are to be used by the Contractor to manage identified risks; and
- (i) include procedures for monitoring, reviewing and revising the adequacy of those controls.

5.6 Design Requirements

5.6.1 Design Life

The Contractor must design the Works to achieve the minimum Design Life as nominated in Table 2.

Table 2 Design Life Criteria

Asset Element	Design Life (years)
External building roof finishes, glazing and external cladding	30
External pedestrian paving (including substrate and paving finish)	30
Switchboards, transformers and electrical systems	30
Sign support structures and other roadside furniture	50
Road pavements – concrete	50
Fire systems – suppression, hydrant and hose reel systems (fixed parts)	50
Waterproofing systems and Hydraulic Barrier Wall	100
Underground Vapour Barriers	25
Mechanical ventilation equipment (fans, condensers etc)	15
Mechanical ventilation ducts, fittings, supports	30
Communication systems, public information systems and security systems	20
Hydraulic & drainage pump systems and associated electrical equipment	30

Asset Element	Design Life (years)
Cabling, conduits and support systems	25
Control Systems	15
Fences and security/fire gates or doors	20
Sign support structures and other roadside furniture	50
Ground Improvement Works	100
Artwork, signage and wayfinding – panel faces and fascia panels (internal and external)	20
Containment Cell Materials	25

Also refer to: ASA Standard T LR CI 12500 ST Civil Infrastructure Design Standards

5.6.2 Operating Environment

The Contractor must design, select and install all equipment, materials, finishes and fittings to operate in and provide the required Design Life based on a continuous operating environment as stated in Table 3 and in ASA standard: T MU EN 00005 ST Ambient Environmental Conditions where not mentioned below. The design must also be appropriate for the physical and chemical characteristics of soils, rock and groundwater on the Site.

Table 3 Selected Operating Environment Requirements

Environmental Condition	Range
Relative Humidity	10% to 95% non-condensing
Rainfall Rate	0 to 40 mm/hour
Vibration	Not in excess of an acceleration rate of 0.1 G continuously, or 0.25G intermittently in the frequency range of 5 to 25 Hz
Ambient Lighting	10 to 100,000 lux
Groundwater pH	3 < pH < 10
LRV Design Speed in SaM	15km/h
LRV Axle load	12.5t
LRV Axle load for long term settlement	10t

Note: LRVs will be 45m long vehicles with 8 axles.

5.6.3 Property Boundaries

All Design Documentation prepared by the Contractor must clearly identify property boundaries relative to all components of the Works and Temporary Works. Unless otherwise specified under the Contract, and as a minimum, the Contractor must include property boundaries in all design submissions, including, but not limited to, Approved for Construction and as-built drawings.

The Contractor must:

- (a) complete an initial property boundary survey;
- (b) ensure that any physical works, including above-ground and below-

ground works, are both designed and constructed within the property boundary of the Site; and

- (c) complete a final as built survey by a registered surveyor to confirm the Works has been confined to the Site.

5.6.4 Design Load Cases

The Contractor must utilise the load cases provided in Table 4 in assessing settlement across the depot infrastructure and design ground improvement works to meet the defined settlement criteria.

Table 4 Design Load Cases

Depot Infrastructure	Average bearing pressure (kPa)	Comment
Maintenance Building - Footings	100kPa	Dimensions: Footing dimensions based on Annexure L drawing PLR-ARA-BD-SKT-00002 and PLR-ARA-BD-SKT-00003 Load applied at top of subgrade defined in Annexure K Footing locations to be provided the later of 30/07/2019 and 5 business days from Portion 2 award Location of footings to be adapted to meet Annexure L drawing GRCLR-B3.6.1-Depot-0001
Maintenance Building – Slabs on ground (includes wheel lathe and underfloor area for train maintenance)	40kPa	Dimensions: Slab widths and lengths based on dimensions in Annexure L drawings GRCLR-B3.6.1-Depot-0001 & GRCLR-B3.6.1-Depot-0005. Slab thicknesses based on Annexure L drawings PLR-ARA-BD-SKT-00002 and PLR-ARA-BD-SKT-00003 Load applied at top of structure Location of slabs to be adapted to meet Annexure L drawing GRCLR-B3.6.1-Depot-0001
Track slab	Load in accordance with Table 3.	Dimensions: 0.38m deep, track centres 3.5m. Track slab locations in accordance with Annexure L drawing GRCLR-B3.6.0-Depot-0001 & GRCLR-B3.6.1-Depot-0002 Load applied at top of structure
Pavements (Car Park / Road)	25kPa	Flexible Pavement Construction. FSL in accordance with Annexure K - cross sections Load applied at top of subgrade in accordance with Annexure K. Location of pavements in accordance with Annexure L drawings GRCLR-B3.6.0-Depot-0001 & GRCLR-B3.6.0-Depot-0002
Landscaping	25kPa	Calculated bearing pressure allows for construction vehicles and pedestrians Load applied at top of subgrade in accordance with Annexure K Location of landscaping in accordance with Annexure L drawings GRCLR-B3.6.0-Depot-0001 & GRCLR-B3.6.0-Depot-0002

OLE Footings	25kPa	<p>Dimensions: 2.5m square footing, 0.7m deep</p> <p>Loads applied at top of subgrade defined in Annexure K.</p> <p>Loads applied within the footprint of the track slab.</p> <p>Combined loads on track slab not to exceed load applied in accordance with Table 3.</p>
Sand Silo	60kPa	<p>Dimensions: Width is 3m and length is 5.4m in accordance with Annexure L drawing GRCLR-B3.6.0-Depot-0001. Slab thickness 0.45m</p> <p>Loads applied at top of structure.</p> <p>Location of Sand Silo in accordance with Annexure L drawings GRCLR-B3.6.0-Depot-0001 & GRCLR-B3.6.0-Depot-0002</p>
Sanding Facility	100kPa for footings 38kpa for slabs on ground	<p>Slab Dimensions: Width is 10m and length is 30m in accordance with track slab set out in Annexure L. Slab thickness 0.38m</p> <p>Footing locations to be provided the later of 30/07/2019 and 5 business days from Portion 2 award</p> <p>Footing load applied at top of subgrade defined in Annexure K</p> <p>Slab loads applied at top of structure</p> <p>Location of Sanding Facility in accordance with Annexure L drawings GRCLR-B3.6.0-Depot-0001 & GRCLR-B3.6.0-Depot-0002</p>
Wash Bay	100kPa for footings 38kpa for slabs on ground	<p>Dimensions: Width is 10m and length is 30m in accordance with track slab set out in Annexure L. Slab thickness 0.38m</p> <p>Footing locations to be provided the later of 30/07/2019 and 5 business days from Portion 2 award</p> <p>Footing load applied at top of subgrade defined in Annexure K</p> <p>Slab loads applied at top of structure</p> <p>Location of Wash Bay in accordance with Annexure L drawings GRCLR-B3.6.0-Depot-0001 & GRCLR-B3.6.0-Depot-0002</p>
Cleaners Store	40kPa for footings and slabs	<p>Dimensions: Width is 6.95m and length is 15m in accordance with Annexure L drawing GRCLR-B3.6.0-Depot-0001. Slab thickness 0.2m</p> <p>Footing and slab locations to be provided the later of 30/07/2019 and 5 business days from Portion 2 award</p> <p>Load applied at top of structure</p> <p>Location of Cleaners Store in accordance with Annexure L drawings GRCLR-B3.6.0-Depot-0001 & GRCLR-B3.6.0-Depot-0002</p>

laydown area & miscellaneous slabs on ground	40kPa	Dimensions: Slab width and length in accordance with Annexure L drawing GRCLR-B3.6.0-Depot-0001. Slab thickness 0.2m Load applied at top of structure Location and size of laydown area structure in accordance with Annexure L drawings GRCLR-B3.6.0-Depot-0001 & GRCLR-B3.6.0-Depot-0002
Pump Station	38kPa raft slab	Dimensions: Width is 5m and length is 8m in accordance with Annexure L drawing GRCLR-B3.6.0-Depot-0001. Slab thickness 0.2m Loads applied at top of structure. Location of pump station structure in accordance with Annexure L drawings GRCLR-B3.6.0-Depot-0001 & GRCLR-B3.6.0-Depot-0002
Substation Slab on ground	40kPa (live load + structure dead load)	Slab width and length in accordance with Annexure L drawing GRCLR-B3.6.0-Depot-0001. Slab thickness 0.38m Load applied at top of structure Location of substation structures in accordance with Annexure L drawings GRCLR-B3.6.0-Depot-0001 & GRCLR-B3.6.0-Depot-0002

5.6.5 Standards and Codes

The geotechnical design is to be undertaken in accordance with the following standards and codes;

- ASA Standard T-HR-CI-12110-ST Earthworks and Formation
- AS2159 "Piling – Design and Installation"
- AS1170.4 "Earthquake Actions in Australia"
- AS1170.0 "Design Loads"
- AS5100 Bridge Design Set
- AS1726 Geotechnical Site Investigations
- "Australian National Committee on Large Dams" 1969-Guideline for storage design
- AS4678 "Earth Retaining Structures"
- US Department of Agriculture "Chapter 26 Graduation Design of Sand and Gravel Filters"

6 The Works and Temporary Works

6.1 Temporary Works

The Contractor must carry out the below Temporary Works:

- (a) provision of all Plant, Equipment and Work necessary to deliver the Works, including mobilisation and demobilisation upon Completion;
- (b) provision of all temporary Site facilities (e.g. Site sheds, ablution blocks, facilities for the Principal, secure storage areas), including mobilisation and demobilisation upon Completion, necessary to deliver the Works;
- (c) provision of all utilities and services (e.g. power, water, phone, internet) required for the Site facilities;
- (d) provision of all safety and environmental controls necessary to deliver the Works;
- (e) provision of all Site access and security measures;
- (f) Site roads as required for the Works;
- (g) traffic management;
- (h) operate and maintain the existing GTP from 2 months post contract commencement, until the new GTP is commissioned, in accordance with the H&S plan and O&M manual provided in Annexure J
- (i) manage all surface water collected and must lawfully handle, treat as appropriate and disposed of surface water. The existing Trade Waste Agreement for the site may be amended (by the Contractor) for this purpose with approval from Sydney Water;
- (j) provision of equipment for the geotechnical and structural stability of the Works, including trenches and excavations;
- (k) provide time lapse photography of the Works:
 - i. supply, install, maintain, monitor and remove upon completion a custom Remote Time-lapse Camera (RTC) to document the Works;
 - ii. upon completion of capture, assemble time-lapse sequence and master to the Principal (2 x High definition hardcopies submitted with the monthly report);
 - iii. supply a login to a secure on-line image gallery and storage for the Principal to use as a project monitoring tool and image download; and
 - iv. installation and removal on 8m poles, 2 x 18 Megapixel digital SLR cameras with wide angle lenses, equipment warranty, maintenance and replacement parts for the duration of the Works with solar, battery and wireless connection; and
- (l) any other Temporary Works that may be required to facilitate the Contractor's Activities.

6.1.1 Site Access and Security

The Contractor must ensure that access to the Site is restricted to authorised personnel and registered visitors. The Contractor shall be responsible for controlling access to and from the Site until Administrative Completion and must:

- (a) provide and maintain a secure perimeter to the entire Site;
- (b) provide and maintain TfNSW branded shade cloth to the perimeter fence adjacent to Grand Ave and Colquhoun Street;

- (c) control all access points with gates kept closed during working hours and locked when the Site is unoccupied;
- (d) install a notice at the main gate of the Site compound stating the name and the 24 hour contact number of the person who has custody of the keys to access the Site;
- (e) provide clear and prominently positioned directional, information and safety signage in regard to visitors, site safety, emergency egress and assembly points, the wearing of personal protective equipment, emergency contact numbers and the rules regarding conduct to be maintained on the Site; and
- (f) provide any other security measures necessary for the safety and protection of plant, equipment, people and infrastructure throughout the Works.

6.1.2 Facilities for the Principal

Unless otherwise agreed by the Principal, the Contractor must provide the following, as a minimum, for the exclusive use of the Principal:

- (a) a weather proof 6m x 3m lockable office with 240V electrical lighting, power and fitted with air-conditioning capable of maintaining a temperature of 20 degrees Celsius;
- (b) furniture and fitout including a meeting table (3m x 1.2m approximately), six stackable chairs, two desks (1.2m x 0.8m approximately), 2 adjustable chairs on rollers, a secure lockable filing cabinet, two 4 shelved book shelves, a secure cabinet for storage, a kettle and a refrigerator;
- (c) 4G internet connection (or comparable hard wired internet connection);
- (d) access to a colour photocopy and printer machine (capable of printing A3 sized sheets as a minimum);
- (e) any breathing apparatus or respiratory equipment required on site due to the Works for 6 members of the Principal's team; and
- (f) cleaning of the Principal's facilities on a daily basis.

These facilities may also be used by the Interface Contractors from time to time.

The Principal will also require access to the Contractor's amenities.

6.1.3 Effect of the Works

The Contractor must ensure that the Works and the Temporary Works and the Contractor's Activities do not damage, cause nuisance or have any adverse impact on the condition or performance of any infrastructure on, in, or adjacent to or in the vicinity of the Site (including but not limited to structures, roads, retaining walls, bridges, services and buildings) or any existing properties adjacent to or in the vicinity of the Site.

The Contractor must protect existing utilities that are to be retained on site and must retain the existing concrete paving on the Site to the extent practicable.

6.1.4 Site Storage

The Contractor is responsible for the care of the Works including providing safe and proper storage of all Construction Plant and on-Site materials used for or in carrying out the Temporary Works and Works.

The Contractor is responsible for the provision of any security enclosures that may be required around or within storage areas. All proper precautions must be taken by the

Contractor to keep all poisons and other hazardous substances in places secured against access by unauthorised persons.

All construction plant and materials on the Site must be stored in accordance with statutory requirements and in such a manner as to prevent mechanical and climatic damage. Storage areas must be kept in a neat and tidy manner to minimise hazards to persons, materials and equipment.

6.2 Enabling Works

6.2.1 Survey

The Contractor must perform all surveying works required to design and deliver the Temporary Works and Works. This must include, but not be limited to, surveying of:

- (a) existing structures, services and site surfaces;
- (b) existing and new groundwater monitoring wells;
- (c) excavations, for the purpose of calculating remediation volumes;
- (d) imported materials, for the purposes of determining volumes and validating capping thicknesses; and/or
- (e) permanent aboveground or underground infrastructure, including services, installed for the purposes of remediation.

The Contractor must use the Map Grid of Australia (MGA) coordinate system for all setting out and surveys.

6.2.2 Utilities and Services

The Site is currently serviced by the utilities and services listed in Table 4. The Contractor may use the existing services and utilities as required to undertake the Contractor's Activities, Temporary Works and Works. The existing utilities are provided at the Principal's expense. Any requirements over and above the capacity of or modifications to the existing services and utilities are to be provided by the Contractor, at no expense to the Principal.

Table 4 Existing Utilities and Services

Type	Supplier	Description and Requirements
Electricity	Endeavour Energy	<ul style="list-style-type: none"> • Existing low voltage (240V) supply powers existing GTP and groundwater extraction wells.
Potable Water	Sydney Water	<ul style="list-style-type: none"> • Existing domestic potable water supply
Wastewater	Sydney Water	<ul style="list-style-type: none"> • Existing sewer connection to Sydney Water's wastewater network runs along northern boundary of the Site and must be protected and maintained throughout the Works. <p>Any design interaction or construction activities in or adjacent to the wastewater networks zone of influence shall be avoided or referred to the Principal for direction.</p> <ul style="list-style-type: none"> • the Principal holds a Trade Wastewater Agreement (TWA) with Sydney Water that permits discharge of effluent from the existing GTP.

Type	Supplier	Description and Requirements
Stormwater	City of Parramatta	<ul style="list-style-type: none"> Existing stormwater drainage network at the Site connects to the City of Parramatta's local stormwater network. The Contractor is required to maintain the existing network in operational condition and prevent sediment and other contaminants from entering the system.

The existing utilities are available subject to the service provider's conditions of supply and reliability.

Existing utility services may be impacted by the Temporary Works and Works. Where the Contractor is required to protect, relocate or replace existing utility services owned by an Authority, the Contractor must design, construct, install and commission the services in accordance with the Authority's requirements.

The Principal has procured a telecommunications decommissioning design from Telstra (Included in Annexure J). This termination must be completed before the barrier wall is constructed in the affected area. The Contractor must engage Telstra to complete this work.

Redundant foul sewers must be filled with suitable concrete / grout once isolated from the sewer used for discharging the trade waste.

6.2.3 Potholing of Services

The Principal has conducted an underground services search (Dial Before You Dig) and a non-intrusive survey of the Site and the adjacent road reserve. The findings are provided as Information Documents in Annexure J.

In preparation for the Temporary Works and Works, the Contractor must:

- confirm the actual location of underground utilities that may be affected by the Works; and
- obtain the latest Dial Before You Dig documentation to identify any buried services prior to carrying out the Works;

The Contractor's Activities must comply with all relevant codes and regulations including:

- Work Near Underground Assets Guideline (WorkCover NSW, 2007);
- Gas Supply (Safety and Network Management) Regulation 2013 (NSW);
- General Guide for Working in the Vicinity of Overhead and Underground Electric Lines (Safe Work Australia);
- Excavation Work Code of Practice (Safe Work Australia, July 2012);
- TfNSW Procedure 4TP-PR-159 Working near Utilities; and
- Endeavour Energy Electrical Safety Rules (Endeavour Energy, October 2013).

6.2.4 Stormwater Network

The Contractor is required to maintain the existing stormwater network at the Site in operational condition and prevent sediment and other contaminants from entering the system, until such time as the Works require decommissioning of the existing drainage

system. The Contractor must manage all stormwater and surface water in accordance with *Managing Urban Stormwater: Soils and Construction, 4th edition* (Landcom, 2004).

Should the Principal proceed with Portion 2 the existing pits may require extending to accommodate the capping layer. These risers will not be required to comply with the Design Life requirements of section 5.6.1.

Existing storm water assets that are affected by the Portion 2 works are to be decommissioned, through removal and replacement with suitable fill, or through decommissioning in place.

6.2.5 Groundwater Wells

The Contractor must investigate and verify the status of all existing groundwater wells on the Site. The Contractor must decommission all wells that are either damaged, no longer needed to support the remediation activities, or located in areas that will interfere with or compromise the future redevelopment of the Site as the SaM Facility. Groundwater wells must be decommissioned in accordance with the *Minimum Construction Requirements for Water Bores in Australia, Third Edition* (NUDLC, 2012).

6.2.6 Site Clearance

The Contractor must:

- (a) clear all vegetation on the site except for a 5m wide strip along the northern boundary (adjacent to Grand Avenue) should this strip not be affected by the Works or Temporary Works;
- (b) vegetation may be mulched and spread on vegetated areas up to a thickness of 500mm;
- (c) excess mulch must be disposed of in accordance with legislation;
- (d) vegetation must not be mixed with spoil or demolition waste; and
- (e) waste currently present on site must be removed before filling commence.

6.3 Portion 1 Barrier Works

6.3.1 Replacement Groundwater Treatment Plant

The existing GTP in operation at the Site is intended to limit off-site migration of contaminated groundwater to the north via a hydraulic containment management strategy. Effluent from the GTP is discharged to local sewer under a TWA with Sydney Water. The GTP is nearing the end of its asset lifecycle and requires replacement.

The Contractor must construct, install, test, commission, operate and maintain a new GTP at the Site in accordance with the approved design, the RAP, this Works Brief and the TWA.

The new GTP must:

- (a) replace the existing GTP at the Site and achieve comparable or better functional and performance standards, including compliance with the Section 28 notice that currently applies to the Site under the CLM Act;
- (b) provide a contingency for the management of hydraulic groundwater pressures within the Site, as required following installation of the hydraulic barrier wall;

- (c) be connected to the existing groundwater extraction wells. The existing wells must be maintained and protected, or must be replaced if any damage occurs during the course of the Works;
- (d) no lateral expansion of the groundwater extraction network is required;
- (e) be positioned in consultation with the Principal;
- (f) be established, tested, commissioned and commenced operation before the existing GTP can be isolated, decommissioned, demolished and disposed of; and
- (g) be handed over as an asset to the Principal at Completion in accordance with the CCB gate 4 requirements.

As part of the installation, commissioning and operation of the replacement GTP, Contractor must:

- (h) install and commission all pumps and pipework required to connect new or existing groundwater extraction wells to the new GTP;
- (i) undertake all civil, hydraulic and electrical works required to connect new or existing groundwater extraction wells to the new GTP;
- (j) undertake all civil, hydraulic and electrical works required to install, commission, start-up and operate the new GTP;
- (k) should the new GTP or associated infrastructure require the execution of a new TWA, the Contractor must provide the required information and negotiate the new TWA with Sydney Water on behalf of the Principal;
- (l) demonstrate compliance with the TWA discharge limits and effluent criteria;
- (m) operate and maintain the new GTP in accordance with the TWA, including all monitoring, sampling, testing and reporting requirements, for the duration of the Contract; and
- (n) prepare and provide as-built drawings, process and instrument documentation, and an Operation and Maintenance (O&M) manual for the new GTP for handover to the Principal and any Interface Contractor(s) nominated by the Principal.

6.3.2 Demolition

The Contractor is required to dismantle, demolish and dispose of redundant structures and infrastructure at the Site. Figure 1 shows the redundant structures scheduled for demolition, which include:

- (a) the decommissioned electrical substation building. The redundant electrical equipment has been removed (Refer to hazardous materials reports provided in Annexure J);
- (b) air raid shelter. Records indicate this may be connected to a tunnel underneath Grand Avenue. A reinforced concrete wall (designed and constructed in accordance with AS3600) must be built to close off the tunnel and allow filling of the shelter if required;
- (c) a sub-surface circular pit / tank / sump identified during the utilities investigations;
- (d) the elevated slab from the former Western Warehouse;
- (e) the elevated slab from the former Warehouse No. 5; and
- (f) the existing GTP (including all plant infrastructure, equipment, electricals, materials and fencing).

In undertaking the demolition works the Contractor must:

- (g) demolish all above ground structures to the surrounding ground level;
- (h) crushed concrete and brick rubble must be blended and reused for fill on site subject to meeting the specification. The remaining demolition waste must be disposed of offsite at no expense to the Principal;
- (i) fill and compact below ground excavations or cavities with suitable fill to match the surrounding ground level (Fill must comply with T HR CI 12111 SP Earthwork Materials – general fill);
- (j) sample and test liquids in tanks or cavities for classification and determination of disposal requirements;
- (k) collect and dispose of all liquids;
- (l) sample and test all demolition materials, rubble and waste for waste classification and determination of disposal requirements in accordance with the CEMP, RWVP and all applicable legislative and regulatory requirements;
- (m) take into account the potential presence of hazardous materials (conduct destructive hazardous material surveys prior to demolition if required) and contamination within demolition and waste materials, including consideration of:
 - i. asbestos within joint filler between concrete slabs;
 - ii. materials in and around the GTP; and
 - iii. hexavalent chromium within concrete or other porous materials;
- (n) where waste classification and materials meet the nominated acceptance criteria for on-site re-use, crush and re-use suitable demolition materials as fill on Site;
- (o) remove and lawfully dispose all other demolition waste in accordance with the CEMP, RWVP and all applicable legislative and regulatory requirements, and taking into account sustainability requirements relating to materials recycling and re-use; and
- (p) track, classify, document and report all demolition materials from cradle to grave in accordance with the CEMP, RWVP and all applicable legislative and regulatory requirements.

The Contractor must comply with the *Code of Practice: Demolition Work* (SafeWork NSW, September 2016).

All demolition rubble, and any spoil generated from the Site in the course of the Works, must be classified. Material deemed suitable for on-Site re-use as engineering fill must be stored and maintained generally in the area shown in Figure 1, unless agreed otherwise with the Principal. Unsuitable material must be quarantined separately, quantified, managed, classified and disposed of appropriately. Accurate records must be maintained and submitted to the Principal to allow assessment of payment claims for off-site disposal. Appropriate erosion and sedimentation controls must be maintained.

Figure 1 Demolition Areas



6.3.3 Hydraulic Barrier Wall

The construction and installation of a hydraulic barrier wall along the Site perimeter is a core component of the remediation strategy for the Site and is intended to prevent the migration of contaminants from the Site and onto surrounding properties.

The Contractor must construct, install, test, monitor and validate the hydraulic barrier wall in accordance with the approved design and to achieve the performance criteria nominated in the RAP. In constructing the barrier wall, the Contractor must:

- (a) provide all plant, equipment and materials necessary to break through the existing slabs, excavate, construct and install the hydraulic barrier wall in accordance with the approved design and performance criteria nominated in the RAP;
- (b) undertake all civil and earthworks required to construct and install the hydraulic barrier wall, including all necessary equipment, procedures and construction methods required to maintain geotechnical and structural stability of trenches and excavations;

- (c) provide adequate protection and markers to allow construction of the Portion 2 Optional Works without damaging the hydraulic barrier wall;
- (d) remove vegetation as required and leave the organic matter mulched in areas of undisturbed vegetation on site;
- (e) excavate to bedrock, and key into bedrock, to the required depths nominated in the approved design and RAP;
- (f) demolish, remove and lawfully dispose of all existing buried liners, materials and any other sub-surface infrastructure (such as existing HDPE liners and pile walls) as required to facilitate the excavation, construction and installation of the hydraulic barrier wall;
- (g) collect, manage, sample, classify and lawfully dispose of all water generated in the course of the construction and installation of the hydraulic barrier wall, including potentially contaminated groundwater;
- (h) undertake all compaction, stabilisation and any other activities in accordance with the design for access points where crossings of the barrier wall are required, including:
 - i. the 12.5 tonne axel load for light rail vehicles for the extent of the light rail track crossing shown on the SaM Facility reference design; and
 - ii. three vehicular access (road) crossings shown on the SaM Facility concept design, constructed to accommodate a T44 load;
- (i) install and commission all infrastructure needed to undertake validation activities, and demonstrate achievement and compliance with the validation criteria nominated in the RAP;
- (j) sample and test all spoil and materials generated for waste classification and determination of re-use or disposal requirements in accordance with the CEMP, RWVP and all applicable legislative and regulatory requirements;
- (k) take into account the potential presence of hazardous materials and contamination within spoil and waste materials, including consideration of asbestos and asbestos-containing materials;
- (l) stockpile and maintain with appropriate controls all spoil on-site that meet the nominated acceptance criteria for on-site re-use as fill in the capping;
- (m) remove, stabilise or treat if needed and lawfully dispose all other spoil and waste materials in accordance with the CEMP, RWVP and all applicable legislative and regulatory requirements (including double handling if required) once agreed with the Principal;
- (n) track, classify, document and report all spoil and materials from cradle to grave in accordance with the CEMP, RWVP and all applicable legislative and regulatory requirement; and
- (o) implement and execute the validation sampling and monitoring program specified in the RAP and RWVP to validate the performance of the hydraulic barrier wall.

6.3.4 Progress Reporting

The Contractor must provide the Principal and the Site Auditor with a written Remediation Tracking Report and supporting documents every month. The objective the Remediation Tracking Report is to provide all remediation and validation data and information to the

Principal and the Site Auditor in a progressive and sequential manner to facilitate the validation of the remediation of the Site.

Each Remediation Tracking Report is expected to include, but shall not be limited to:

- (a) an update on the progress of the remediation and validation works, including an updated Works program;
- (b) inspection, testing and/or commissioning reviews and approvals undertaken during the reporting period;
- (c) a clear and consolidated summary of all monitoring and sampling undertaken during the reporting period for:
 - i. health and safety monitoring;
 - ii. environmental monitoring; and
 - iii. remediation validation;
- (d) a summary of all data and results, as well as the raw analytical and monitoring data, received during the reporting period, including:
 - i. health and safety monitoring and sampling results;
 - ii. environmental monitoring and sampling results; and
 - iii. remediation validation monitoring and sampling results;
- (e) materials tracking information, data and documentation for the reporting period, including tracking of:
 - i. demolition waste;
 - ii. materials scheduled for on-Site re-use;
 - iii. materials disposed off-Site; and
 - iv. materials imported to Site;
- (f) All tracking, monitoring, sampling and testing information and data associated with water management at the Site, including:
 - i. water collected and discharged via the existing and/or replacement GTPs, in accordance with the TWA;
 - ii. water generated in the course of the Works; and
- (g) identification of any foreseeable risks, uncertainties or exceedances that may compromise or inhibit the intended validation of the Site.

6.3.5 Deliverables

6.3.5.1 Stage 1 Validation Report

Within 40 Business Days of Portion 1 Completion the Contractor must prepare and submit to the Principal and the Site Auditor a Stage 1 Validation Report. The Stage 1 Validation Report must be written in a form that allows the Principal and the SOM Contractor to rely on its contents and conclusions.

The Stage 1 Validation Report must be prepared in accordance with:

- (a) The RAP;
- (b) The RWVP;

- (c) The *National Environment Protection (Assessment of Site Contamination) Measure 1999* (NEPC, 2013); and
- (d) The *Guidelines for Consultants Reporting on Contaminated Sites* (NSW OEH, 2011).

The Stage 1 Validation Report must include, as a minimum:

- (e) a detailed description of the Stage 1 Remediation works completed;
- (f) a detailed description of the monitoring and validation program implemented for the Stage 1 Remediation works;
- (g) all data and results collected as part of the monitoring and validation program;
- (h) all materials tracking and disposal documentation;
- (i) interpretation and analysis of the validation data and results;
- (j) a description of the quality assurance and quality control protocols implemented during the remediation works and validation program;
- (k) clear conclusions on the quality and reliability of the data collected;
- (l) a description of any departures, amendments or omissions from the RAP and RWVP; and
- (m) a clear conclusion as to whether the Portion 1 Barrier Works were completed in accordance with the RAP and RWVP.

The Contractor must allow for liaison and correspondence with the Principal and the Site Auditor in relation to the Stage 1 Validation Report. The Principal and Site Auditor will review and provide comments on the Stage 1 Validation Report within 15 Business Days of receipt. The Contractor must then address any comments received, and update and re-submit the Stage 1 Validation Report iteratively, within 5 Business Days, until the content of the Stage 1 Validation Report is acceptable to the Principal and the Site Auditor.

6.3.5.2 Interim Site Management Plan

The Contractor must prepare an Interim Site Management Plan for the management of health, safety and contamination risks at the Site between completion of the Portion 1 Barrier Works and the commencement of the Portion 2 Optional Works. The Interim Site Management Plan must be written in a form that allows the Principal and the SOM Contractor to rely on its contents and conclusions.

The purpose of the Interim Site Management Plan is to detail all monitoring, maintenance and management activities, procedures, and protocols required to appropriately mitigate risks at the Site until the Portion 2 Optional Works have commenced.

The Interim Site Management Plan must be prepared in accordance with:

- (a) the RAP;
- (b) the RWVP;
- (c) the *Guideline for the Preparation of Environmental Management Plans* (DIPNR, 2004); and
- (d) any other relevant guidelines and standards.

The Contractor is required to provide a draft of the Interim Site Management Plan with the Portion 1 Barrier Works CCB Gate 3 submission.

The Principal will review and provide comments on the Interim Site Management Plan within 10 Business Days of receipt. The Contractor must then address any comments received, and update and re-submit the Interim Site Management Plan iteratively, within 5 Business Days, until the content of the Interim Site Management Plan is acceptable to the Principal.

Upon completion of the hydraulic barrier wall, the Contractor must submit the Interim Site Management Plan, together with the Stage 1 Validation Report, for review and approval by the Site Auditor.

6.3.6 Site Auditor Review

The Contractor is required to provide all documentation to allow the Site Auditor to prepare a Section B SAS and accompanying SAR certifying that the Portion 1 Barrier Works have been completed in accordance with Stage 1 of the RAP, and that the Site can be made suitable for commercial / industrial use subject to completion of the remaining works in the RAP.

6.3.7 IC Review

The Contractor must provide as built and quality assurance documentation (including completed ITPs) to allow IC review of the Works in parallel with the Site Auditor review.

6.3.8 Interim Site Management

The Contractor must manage the Site in accordance with the Interim Site Management Plan, from completion of the Portion 1 Barrier Works until the Site Auditor issues an ISAA confirming that no further documentation is required for the Stage 1 Validation Report and Interim Site Management Plan. In the event that the Principal proceeds with Portion 2, the Contractor must manage the Site in accordance with the Interim Site Management Plan from completion of the Portion 1 Barrier Works until commencement of the Portion 2 Optional Works.

6.4 Stage 2 Remediation Works (Portion 2 Optional Works)

Portion 2 Optional Works comprise those remediation and management activities required to enable the safe redevelopment and future use of the Site as the SaM Facility for PLR.

6.4.1 Integrated Capping System

The construction and installation of integrated capping system is required for the planned redevelopment of the Site and is intended to prevent the upward migration and exposure of sub-surface contaminants to current and future site users. The integrated capping system will comprise the capillary break and the vapour venting system, to prevent the upward migration of hexavalent chromium via wicking processes and provide preferential pathways to ventilate contaminated soil vapour and ground gases.

The Contractor must supply, construct, install, test, monitor and validate the integrated capping system in accordance with the approved design and to achieve the performance criteria nominated in the RAP. In constructing the integrated capping system, the Contractor must:

- (a) provide all plant, equipment and materials necessary to construct and install capillary break, vapour ventilation system, and protection and marker layers that comprise the integrated capping system in accordance with the approved design and performance criteria nominated in the RAP;
- (b) undertake all civil and earthworks required to construct and install the integrated capping system, including all necessary equipment, procedures and construction methods required to protect the materials and infrastructure that comprise the integrated cap throughout the Works and the planned redevelopment of the Site;
- (c) carry out any further demolition required to achieve the required final levels;
- (d) collect, manage, sample, classify and lawfully dispose of all water generated in the course of the construction and installation of the integrated capping system, including potentially contaminated groundwater and surface water;
- (e) undertake all compaction, stabilisation and any other activities required to achieve the geotechnical and foundation performance requirements for the SaM Facility, as specified in sections 5.2.4 and 5.6.4 of this Works Brief;
- (f) demonstrate achievement and compliance of the performance and validation criteria nominated in the RAP;
- (g) sample and test all imported materials in accordance with the RAP, RWVP, and all applicable legislative and regulatory requirements;
- (h) track, classify, document and report all materials from cradle to grave in accordance with the CEMP, RWVP and all applicable legislative and regulatory requirement;
- (i) implement and execute the validation sampling and monitoring program specified in the RAP and RWVP to validate the performance of the integrated capping system; and
- (j) carry out ground improvement to support the light rail infrastructure in these locations.

6.4.2 Final Site Cap

The Contractor must supply, construct, install and validate the final site cap, comprising suitable clean fill materials, above the integrated capping layer in accordance with the approved design. In constructing the final site cap, the Contractor must:

- (a) provide all plant, equipment and materials necessary to construct and install the final site cap to the nominated design levels and in accordance with the AFC drawings;
- (b) source and import all materials required for the final site cap. Site won spoil, and demolition materials (e.g. crushed concrete or brick) must be prioritised for use in the final site cap subject to compliance with:
 - i. structural fill requirements of ASA Specification T HR CI 12111 SP – Earthworks Materials;
 - ii. PLR - Stabling and Maintenance Facility, Early Works - Earthworks Specification Rev 3 (PLR-ARA-EW-6000-SPC-00001) dated 27 October 2017; and
 - iii. the acceptance criteria nominated in the RAP for on-site re-use of material.
- (c) undertake all civil and earthworks required to construct and install the final site cap, including all necessary equipment, procedures and construction methods required

- to protect the underlying integrated capping layer;
- (d) not used;
 - (e) undertake all compaction, stabilisation and any other activities required to achieve the geotechnical and foundation performance requirements for the SaM facility, as specified in sections 5.2.4 and 5.6.4 of this Works Brief;
 - (f) demonstrate achievement and compliance of the final design levels for the Site as shown in Annexure K;
 - (g) sample and test all imported materials in accordance with the RAP, RWVP, and all applicable legislative and regulatory requirements;
 - (h) track, classify, document and report all materials from cradle to grave in accordance with the CEMP, RWVP and all applicable legislative and regulatory requirement; and
 - (i) implement and execute the validation sampling and monitoring program specified in the RAP and RWVP to validate the final site cap.

6.4.3 Containment Cell

The Contractor must supply, construct, install and validate the containment cell, comprising contaminated and other excess materials, in accordance with the approved design. In constructing the containment cell, the Contractor must:

- (a) provide all plant, equipment and materials necessary to construct and install the containment cell to the nominated design levels and in accordance with the AFC drawings;
- (b) undertake all civil and earthworks required to construct and install the containment cell, including all necessary equipment, procedures and construction methods required to construct the containment cell in accordance with the AFC drawings and the RAP addendum;
- (c) Place and compact containment cell materials in maximum 300mm loose layers to comparable density of materials excavated;
- (d) Place and secure protection geotextile on final surface of containment cell;
- (e) track, classify, document and report all materials from cradle to grave in accordance with the CEMP, RWVP and all applicable legislative and regulatory requirement; and
- (f) demonstrate achievement and compliance of the performance and validation criteria nominated in the RAP.

In carrying out the Portion 2 works, an excess of spoil may be generated. The spoil to be incorporated in the containment cell should prioritise materials based on the waste classifications in Schedule 2 and to meet the following requirements and in the order of precedence:

- i. minimum 95% of Hazardous waste until the containment cell is at capacity;
- ii. minimum 95% of Restricted waste until the containment cell is at capacity;
- iii. Special Waste – Asbestos;
- iv. General Solid Waste

The Contractor must attempt to minimise the amount of excess spoil generated from Portion 2 Works. The Contractor is then responsible for the design and construction of an on-site containment cell in accordance with Section 5.2.4.

6.4.4 Progress Reporting

The Contractor must provide the Principal and the Site Auditor with a written Remediation Tracking Report and supporting documents every month throughout the course of the Stage

2 Remediation Works. The objective the Remediation Tracking Report is to provide all remediation and validation data and information to the Principal and the Site Auditor in a progressive and sequential manner to facilitate the eventual validation of the Site. Further information on the expected content for the Remediation Tracking Report is provided in Section 6.3.4.

6.4.5 Ground Improvement

The Contractor must complete the Ground improvement works to satisfy the requirements stated in this Works Brief and must include:

- (a) the provision of material, personnel, consumables and equipment to complete the ground improvement works;
- (b) the demolition of slabs (If required to carry out ground improvement);
- (c) Re-use of demolition materials on the Site (concrete from slabs etc) to construct working platforms for the ground improvement works;
- (d) all ground improvement activities including testing and quality assurance;
- (e) Stockpiling spoil for reuse if suitable. Any disposal must be agreed with the Principal (as required for Portion 1); and
- (f) localised soft spots must be excavated and backfilled with structural fill in accordance with the ASA Specification T HR CI 12111 SP – Earthworks Materials and PLR - Stabling and Maintenance Facility, Early Works - Earthworks Specification Rev 3 (PLR-ARA-EW-6000-SPC-00001) dated 27 October 2017 prior to placing the integrated capping layer. Quantities must be agreed with the Principal.

6.4.6 Demolition

The Contractor is required to dismantle, demolish and dispose of redundant structures that are situated above the underside of the capillary layer as defined in Annexure K. In undertaking the demolition works the Contractor must:

- (a) sample and test all demolition materials, rubble and waste for waste classification and determination of re-use and disposal requirements in accordance with this Works Brief, the CEMP, RWVP and all applicable legislative and regulatory requirements;
- (b) take into account the potential presence of hazardous materials (conduct destructive hazardous material surveys prior to demolition if required) and contamination within demolition and waste materials, including consideration of:
 - asbestos within joint filler between concrete slabs;
 - materials in and around the GTP; and
 - hexavalent chromium within concrete or other porous materials;
- (c) where waste classification and materials meet the engineering and environmental criteria for the intended on-site re-use, crush and re-use suitable demolition materials as fill on Site;
- (d) Re-use of demolition waste meeting the engineering and environmental criteria for the intended on site re-use must follow the below order of precedence;
 - i. Final Site Cap;
 - ii. general fill below the capillary layer;
 - iii. replacement of unsuitable materials below the capillary layer
 - iv. working platforms for ground improvements

- v. containment cell
- (e) remove and lawfully dispose all other demolition waste in accordance with the CEMP, RWVP, this Works Brief and all applicable legislative and regulatory requirements, and taking into account sustainability requirements relating to materials recycling and re-use; and
 - (f) track, classify, document and report all demolition materials from cradle to grave in accordance with the CEMP, RWVP and all applicable legislative and regulatory requirements.

The Contractor must comply with the *Code of Practice: Demolition Work* (SafeWork NSW, September 2016).

- (g) Unsuitable material must be quarantined separately, quantified, managed, classified and disposed of appropriately. Accurate records must be maintained and submitted to the Principal to allow assessment of payment claims for off-site disposal. Appropriate erosion and sedimentation controls must be maintained

6.4.7 Deliverables

6.4.7.1 Stage 2 Validation Report

Within 20 Business Days of Portion 2 Completion the Contractor must prepare and submit to the Principal and the Site Auditor a Stage 2 Validation Report. The Stage 2 Validation Report must be written in a form that allows the Principal and the SOM Contractor to rely on their contents and conclusions.

The Stage 2 Validation Report and must be prepared in accordance with:

- (a) the RAP;
- (b) the RWVP;
- (c) the *National Environment Protection (Assessment of Site Contamination) Measure 1999* (NEPC, 2013);
- (d) the *Guidelines for Consultants Reporting on Contaminated Sites* (NSW OEH, 2011); and
- (e) any other relevant guidelines and standards.

The Site Validation Report must include, as a minimum:

- (f) a detailed description of the Portion 2 Optional Works completed;
- (g) a detailed description of the monitoring and validation program implemented during the Portion 2 Optional Works;
- (h) all data and results collected as part of the monitoring and validation program;
- (i) all materials tracking and disposal documentation;
- (j) interpretation and analysis of the validation data and results;
- (k) a description of the quality assurance and quality control protocols implemented during the remediation works and validation program;
- (l) clear conclusions on the quality and reliability of the data collected;
- (m) a description of any departures, amendments or omissions from the RAP and RWVP; and
- (n) a clear conclusion as to whether the Portion 2 Optional Works were completed in

accordance with the RAP and RWVP.

The Contractor must allow for liaison and correspondence with the Principal and the Site Auditor in relation to the Stage 2 Validation Report. The Principal and Site Auditor will review and provide comments on the Stage 2 Validation Report within 15 Business Days of receipt. The Contractor must then address any comments received, and update and re-submit the Stage 2 Validation Report iteratively, within 5 Business Days, until the content of the Stage 2 Validation Report is acceptable to the Principal and the Site Auditor.

6.4.7.2 Long Term Environmental Management Plan

The Contractor must prepare an LTEMP for the management of health, safety and contamination risks at the Site during the construction and operation of the stabling and maintenance facility

The LTEMP must be prepared in accordance with:

- (a) the RAP (including any addenda);
- (b) the RWVP;
- (c) the *Guideline for the Preparation of Environmental Management Plans* (DIPNR, 2004); and
- (d) any other relevant guidelines and standards.

The Contractor is required to provide a draft of the LTEMP with the Portion 2 Optional Works CCB Gate 3 design submission.

The Principal will review and provide comments on the LTEMP within 10 Business Days of receipt. The Contractor must then address any comments received, and update and re-submit the LTEMP iteratively, within 5 Business Days, until the content of the LTEMP is acceptable to the Principal.

Upon completion of the Portion 2 Optional Works, the Contractor must submit the LTEMP, together with the Stage 2 Validation Report, for review and approval by the Site Auditor.

6.4.8 Site Auditor Review

The Contractor is required to provide all documentation to allow the Site Auditor to prepare a Section A2 SAS and accompanying SAR certifying that the Portion 2 Optional Works have been completed in accordance with Stage 2 of the RAP, and that the Site is suitable for commercial / industrial use subject to implementation of the LTEMP.

6.4.9 IC Review

The Contractor must provide as built and quality assurance documentation (Including completed ITPs) to allow IC review of the Works in parallel with the Site Auditor review.

6.4.10 Interim Site Management

The Contractor must manage the Site in accordance with the LTEMP, from completion of the Portion 2 Optional Works until the Site Auditor issues an ISAA confirming that no further documentation is required for the Stage 2 Validation Report and LTEMP.

6.4.11 Handover Works

The Principal may direct the Contractor to leave certain items of Temporary Works in place upon completion of the Works. Handover Works are to be handed over to TfNSW in a good condition suitable for continued use by the Interface Contractor. Handover Works may include:

- (a) Site fencing/hoarding and security/access controls;
- (b) environmental controls including sedimentation controls, drainage, dust controls;
- (c) monitoring equipment;
- (d) services and utility supplies;
- (e) Site access and temporary internal roads;
- (f) obligations as the Principal Contractor under the WHS Act, including site security; and
- (g) Site facilities;-

6.5 CCB Gate 4 Submission

The documentation for CCB Gate 4 submission must include (in addition to the TfNSW Configuration Management Plan requirements) the Operations and Maintenance (O&M) manuals for remediation infrastructure along with the other documents detailed in the TSR.

6.6 CMAAC Gate 5 Submission

The documentation for CMAAC Gate 5 submission must include (in addition to the TfNSW Configuration Management Plan requirements) the as-built drawings, draft LTSEMP and complete ITPs and test results for remediation infrastructure along with the other documents detailed in the TSR.

6.7 Sustainability

The Contractor must use the Sustainable Design Guidelines version 4 (SDGv4) to achieve a "Pass" rating score through meeting the requirements for applicable compulsory requirements.

The Contractor must provide appropriate resources for the duration of the Works to manage the requirements of this Works Brief who:

- (a) possess a recognised qualification relevant to the position and the scope of Temporary Works and Works; and
- (b) has at least five years' recent relevant experience on projects similar to the Temporary Works and Works.

6.7.1 Monthly report

The Contractor must report on performance against all sustainability requirements as part of the monthly report as indicated in the TSR.

6.7.2 Energy

The Contractor must meet the requirements for Compulsory Requirement 1 of the SDGv4 to reduce construction related greenhouse gas emissions (GHG) by a minimum 5% from the Project baseline greenhouse gas emissions footprint established using the Carbon Estimate and Reporting Tool (CERT).

6.7.3 Temporary site facilities

The Contractor must ensure that any temporary site facilities provided by the Contractor incorporate:

- (a) energy efficient lighting schemes and light fittings;
- (b) plug-in electrical equipment which complies with the requirements of the Equipment Energy Efficiency Program (E3) "Minimum Energy Performance Standards" and has at least a five star Energy Rating Label;
- (c) high performance thermal insulation in all walls, ceilings and floors that optimise thermal performance;
- (d) natural daylighting;
- (e) natural ventilation;
- (f) water efficient fixtures, fittings and controls;
- (g) install rainwater tanks for non-potable water use;
- (h) air conditioning refrigerants with low or zero global warming potential;
- (i) install any security and warning lighting so that light is not directed at neighbouring properties or in such a way that light reflects onto structures or neighbouring properties; and

- (j) ensure that Temporary Works that are visible to or accessible to the public are graffiti resistant, vandal resistant and aesthetically pleasing.

6.7.4 Waste management

The Contractor must meet the requirements for Compulsory Requirement 4 of the SDGv4 by diverting a minimum of 90% of construction and demolition waste (inert and non-hazardous - by weight) from landfill.

6.7.5 Spoil management

The Contractor must meet the requirements for Compulsory Requirement 5 of the SDGv4 by beneficially reusing 100% of reusable spoil, including top soil.

The Contractor must ensure that any short fall in topsoil is made up with imported topsoil, in accordance with Australian Standard AS 4419 'Soils for Landscaping and Garden Use'.

The Contractor must implement the following waste management measures during the Temporary Works and Works:

- (a) provide comingled recycling bins adjacent to all general waste bins
- (b) provide separate bins for storage of specialist waste streams including oil, electrical and electronic waste, and equipment waste;
- (c) wherever practical, recycle specialist waste;
- (d) provide sufficient on-site storage space for the safe storage of recyclable waste and general waste prior to collection for treatment and disposal;
- (e) select compostable or reusable temporary erosion control devices; and
- (f) mulch all appropriate cleared vegetation (excluding weeds) and either store onsite for future reuse or ensure it is sent to an off-site compost facility.

6.7.6 Water management

The Contractor must meet the requirements for Compulsory Requirement 7 of the SDGv4 of reporting water consumption during construction and reducing potable water consumption.

The Contractor must ensure a minimum 25% of water used for construction works sourced from non-potable sources (construction water demand includes office ablutions/compounds, dust suppression and moisture control of fills).

The Contractor must ensure that dust suppression only occurs on dry, windy days using water carts.

6.7.7 Pollution

The Contractor must meet the requirements for Compulsory Requirement 10 of the SDGv4 by ensuring all mobile non-road diesel plant and equipment (with an engine >19kW) to report conformity with relevant emission standards.

6.7.8 Biodiversity

The Contractor must meet the requirements for Compulsory Requirement 11 as applicable of the SDGv4 by ensuring all non-significant vegetation removed as part of the Temporary Works and Works is offset in accordance with TfNSW's Vegetation Offset Guide.

7 Reference Documents

1. PLR Geotechnical Investigation Specification
2. TfNSW Construction Noise Strategy
3. CAD Manual – Parramatta Light Rail Project
4. GIS Manual – Parramatta Light Rail Project
5. TfNSW Sustainable Design Guidelines v4
6. AS1726 (2003) Geotechnical Site Investigations;
7. AS 1289 (2003) Methods of Testing Soils for Engineering Purposes;
8. Acid Sulphate Soil Manual (1998) – NSW Acid Sulphate Soils Management Advisory Committee;
9. Guidelines for Consultants Reporting on Contaminated Sites, NSW EPA, 2011
10. Guidelines for the Assessment and Management of Groundwater Contamination, Department of Environment and Conservation NSW, March 2007;
11. Guide to the Sampling and Investigation of Potentially Contaminated Soil (AS4482.1, Australian Standards, 1997);
12. Guide to the Investigation and Sampling of Sites with Potentially Contaminated Soil: Part 1-Non-volatile and Semi-volatile Compounds (AS4482.2, Australian Standards, 2005); and
13. National Environment Protection (Assessment of Site Contamination) Measure, National Environment Protection Council (NEPC), 1999
14. TfNSW Procedure 4TP-PR-159 Working near Utilities
15. TfNSW Configuration Change Request form 4tp-ft-256
16. Community Communication Strategy
17. Network Management Strategy'
18. Construction Environmental Management Plan (CEMP) Template - PLR (including Appendices A1-A7, B1-B11)
19. Spoil Reveal Site Approval checklist –for obtaining fill, if required, from the Metro Project
20. Web Content Accessibility Guidelines (WCAG) 2.0

8 Definitions

Unless the context otherwise provides, words, phrases and abbreviations used in this Works Brief have the meaning given to them in the General Conditions or the TSRs or as set out in Table 5 below.

Table 5 Definitions and Abbreviations

Term	Description
ACM	Asbestos Containing Material
AEO	Authorised Engineering Organisation
AFC	Approved For Construction
AHD	Australian Height Datum
ASA	TfNSW Asset Standards Authority
CCB	TfNSW Configuration Control Board
CCR	Configuration Change Request (Refer to form 4tp-ft-256)
CFCs	Chlorofluorocarbons
CLM Act	NSW <i>Contaminated Land Management Act 1997</i>
CEMP	Construction Environmental Management Plan
CMAAC	Configuration Management and Asset Assurance Committee
CoA	Conditions of Approval
Contract	The TfNSW Contract for the Remediation of 6 Grand Avenue, Camellia
Contractor	The party who will undertake the activities, Temporary Works and Works as described in this Works Brief.
Contractor's Activities	The whole of the services, activities, works, and undertakings required to be undertaken by the Contractor to complete the Works
Cr(VI)	Hexavalent Chromium
DBYD	Dial Before You Dig
DP	Deposited Plan
DPE	NSW Department of Planning and Environment
EIS	Environmental Impact Statement
EPA	NSW Environmental Protection Agency
GTP	Groundwater treatment plant
IC	Independent Certifier
ISAA	Interim Site Audit Advice
ITT	Invitation to Tender document
ITP	Inspection and Test Plan
LTEMP	Long Term Environmental Management Plan
m	metres
NSW	New South Wales
PLR	Parramatta Light Rail
Project	Parramatta Light Rail
Project Team	TfNSW staff, the Contractor as defined in this Works Brief, and all other professional Contractors or Contractors engaged by the Principal for the Project
Principal	Transport for NSW
RAP	Remediation Action Plan
RAMS	Reliability, Availability, Maintainability and Safety
REF	Review of Environmental Factors
RMS	NSW Roads and Maritime Services
SaM	Stabling and Maintenance
SAR	Site Audit Report
SAS	Site Audit Statement
Site	The property located at 6 Grand Avenue, Camellia and legally defined as

Term	Description
	Lot 3 of Deposited Plan 843591.
Site Auditor	NSW EPA-accredited Site Auditor
SOM Contractor	TfNSW's supply, operate and maintain contractor that will design and construct the light rail infrastructure on the Site. The SOM will also operate and maintain the PLR.
SWMS	Safe Work Method Statement
TMP	Traffic Management Plan
TfNSW	Transport for NSW
TSR	TfNSW Standard Requirements
TWA	Trade Wastewater Agreement
VCHs	Volatile Chlorinated Hydrocarbons
VMP	Voluntary Management Proposal
Works	The whole of the works to be designed, executed, completed, commissioned and handed over to the Principal by the Contractor as part of the Project
Works Brief	This document

Annexure A: Remediation Action Plan

Annexure B: Clarifications and amendments

The Codes and Standards and ASA Requirements set out in the table below are clarified and/or amended.

Title of Code or Standard	Reference in Code or Standard	Current stipulation / requirement	Clarification or amended stipulation / requirement
<i>None</i>			

Annexure C: Interface Schedule

The Contractor must:

1. identify, engage with and co-ordinate the Interface Contractor in a timely manner to develop the design and complete the Contractors Activities to achieve the Completion Date;
2. program the Contractors Activities to provide the Interface Contractor with sufficient time to complete the Interface Contractors activities to meet the Contractors Program;
3. provide the Interface Contractor a minimum of 2 weeks' notice for attendance to Site;
4. meet and liaise with the Interface Contractor to ascertain the Interface Contractor's requirements;
5. manage the performance of the Interface Contractor;
6. manage the interface between the Contractor and the Interface Contractor;
7. carry out all investigations, identify Services and generally ensure that all existing infrastructure is correctly identified by function and capacity and provide these to the Interface Contractor;
8. co-ordinate all proposed cable routes and equipment to be provided by the Interface Contractor with all of the Contractor's Activities and with all other Services and equipment;
9. provide designated lay-down areas for Interface Contractors to store goods & equipment within the Site or the Remote Sites if required;
10. provide safe access routes and work areas;

The Interface Contractor will:

11. liaise with the Contractor with respect to all technical and operational requirements and provide all available information on the existing system.
12. attend the Site safety induction and comply with safety rules imposed by the Principal Contractor

The Interface Contractors listed below are common to all Portions where these activities form part of the Contractor's Activities.

1. Existing Groundwater Treatment Plant		Interface Contractor: Golder Associates	
Ref	System / Activity	Works By Contractor	Works By Interface Contractor
1.1	Groundwater Treatment Plant (GTP)	<p>The Contractor must:</p> <ul style="list-style-type: none"> - Operate and maintain the existing GTP from two months after the Commencement Date until the GTP is decommissioned, replaced, and/or upgraded in accordance with the remediation strategy for the Site. - Carry out monitoring and reporting as required (Incl. storm water, trade waste and EPA). 	<p>The Interface Contractor will:</p> <ul style="list-style-type: none"> - Operate and maintain the existing GTP for a period of 2 months after the Contractor's Commencement Date. - Provide all relevant documents, drawings, manuals, specifications, data and information necessary to operate the GTP to the Contractor. - Provide reports - Carry out monitoring and reporting as required for a period of 2 months after the Contractor's Commencement Date. - Provide training on the operation and maintenance of the GTP to the Contractor. - Hand over the GTP to the Contractor after two months.

2. PLR SOM Contract		Interface Contractor: Great River City Light Rail	
Ref	System / Activity	Works By Contractor	Works By Interface Contractor
2.1	Portion 2 Optional Works	<p>The Contractor must:</p> <ul style="list-style-type: none"> - Attend interactive design workshops and design documents as required. - Review the Interface Contractor's requirements and comments as appropriate and incorporate in the design as required. 	<p>The Interface Contractor will:</p> <ul style="list-style-type: none"> - Attend interactive design workshops as required. - Provide suitably detailed requirements. - Review design documents and comment as appropriate. - Take on all responsibilities of the Principal Contractor if the Contract is novated. - Carry out survey activities on site.

3. Site Investigations		Interface Contractor: Coffey	
Ref	System / Activity	Works By Contractor	Works By Interface Contractor
3.1	Conduct Site Investigations	<p>The Contractor must:</p> <ul style="list-style-type: none"> - Cooperate with the Interface Contractor in providing access, attend meetings and providing information. - Conduct inductions for the Interface Contractor 	<p>The Interface Contractor will:</p> <ul style="list-style-type: none"> - Conduct drilling, testing and sampling on site. - Provide reports - Attend inductions and briefings. - Provide SWMS for review by the Contractor and comply with health and safety rules

4. Regulatory Site Audits		Interface Contractor: Senversa	
Ref	System / Activity	Works By Contractor	Works By Interface Contractor
4.1	Undertake Site Audit in accordance with NSW EPA's Site Audit Scheme	<p>The Contractor must:</p> <ul style="list-style-type: none"> - Cooperate with the Site Auditor in providing access, attend meetings and providing information. - Conduct inductions for the Interface Contractor 	<p>The Interface Contractor will:</p> <ul style="list-style-type: none"> - Conduct inspections, site audits, review documents and provide comments and site audit statements in accordance with the Contaminated Land Management Act (1997). - Review the remediation and validation works undertaken for compliance with the RAP. - Attend inductions and briefings and comply with health and safety rules

5. Survey		Interface Contractor: Aurecon	
System / Activity		Works By Contractor	Works By Interface Contractor
5.1	Topographic & related survey	The Contractor must: <ul style="list-style-type: none"> - Cooperate with the Interface Contractor in providing access, attend meetings and providing information. - Conduct inductions for the Interface Contractor 	The Interface Contractor will: <ul style="list-style-type: none"> - Carry out survey activities on site as directed by the Principal and provide data and reports to the Principal - Attend inductions and briefings and comply with health and safety rules - Provide SWMS for review by the Contractor and comply with health and safety rules

6. Independent Certifier		Interface Contractor: APP	
System / Activity		Works By Contractor	Works By Interface Contractor
6.1	Certification of the Works	The Contractor must: <ul style="list-style-type: none"> - Cooperate with the Interface Contractor in providing access, attend meetings and providing information. - Conduct inductions for the Interface Contractor 	The Interface Contractor will: <ul style="list-style-type: none"> - Conduct inspections, site audits, review documents and provide comments or certification as appropriate. - Attend inductions and briefings and comply with health and safety rules - Review documents and provide comment or certification as appropriate

Annexure D: 6 Grand Avenue, Camellia Site Remediation Determination Report

Annexure E: Not Used

Annexure F – The Site

Annexure G: Site access schedule

G.1 General

Without limiting the Contractor's other obligations under the Deed in relation to the Site, the Contractor, must, in executing the Contractor's Activities, comply with the requirements set out below.

The Contractor will be given access to the Site at the times and subject to compliance by the Contractor with the conditions set out below.

In this Annexure:

"Control" of an area of the Site in which construction activities are being carried out or in which the Contractor has provided Temporary Works (or other temporary facilities) for use by any person including any Worksite means undertaking all the activities required to manage and control all access to and across an area of the Site, including any Worksite, and maintaining the temporary and permanent infrastructure provided by the Contractor including the Temporary Works. Such activities will include managing, controlling and maintaining the security of an area of the Site, including any Worksite, conducting basic familiarisation and safety inductions for all those accessing an area of the Site including any Worksite (but not inductions specific to Other Contractor's work), operating and maintaining the temporary and permanent infrastructure provided by the Contractor including the Temporary Works and liaising with Authorities.

"Reinstate" means restoring the Worksite to a condition not less than that existing immediately prior to the Contractor obtaining access to the Worksite, including in compliance with conditions of the Planning Approval, any Third Party Agreement requirements and any additional conditions required by relevant Authorities, but excluding any change to temporary infrastructure required for use of the Worksite after the reinstatement.

"Contractor's Investigation Access Notice" means a written notice issued by the Contractor to the Principal that provides at least 20 Business Days' notice of the date that the Contractor requires access to a particular Worksite to perform survey, testing or investigation work and also nominates the extent of the work to be undertaken and the period of access required by the Contractor.

"Contractor's Construction Access Notice" means a written notice issued by the Contractor to the Principal that provides at least 10 Business Days' notice of the date that the Contractor requires access to a particular Worksite to perform construction work. The Contractor's Construction Access Notice must include the following details:

- (a) the date the Contractor requires access to the particular Worksite;
- (b) the period of time the Contractor requires access to the particular Worksite; and
- (c) details of the nature of the Works and/or Temporary Works to be carried out in the particular Worksite.

G.2 Site

The Site consists of the Worksites identified in Table 1 below and which are identified on the drawings in Annexure F of the Works Brief (“**Site Drawings**”) and as otherwise defined in the General Conditions. Table 1 identifies The Site.

The Site is comprised of the Asset Lands, Temporary Lands and any other lands and places made available to the Contractor by the Principal for the purposes of the Deed, including the underground strata and air space required to deliver the Works within the Asset Lands.

Table 1 The Site

Portion	Drawing Number and Revision	Worksite Identified on Drawing	Deposited Plan
All Portions	PLR-6467-PD-6000-EP-DRW-0001-P01	The Site	Portion 3 of DP 843 591

G.3 Site Access and Use Conditions

- (a) The Contractor is entitled to take Control of the Site including any Worksites, commencing on the access date and under the conditions identified in Table 2.
- (b) The Contractor must provide to the Principal’s Representative a Contractor’s Investigation Access Notice and a Contractor’s Construction Access Notice as a condition of access for all Worksites identified as Asset Lands.
- (c) The Contractor must provide to the Principal’s Representative a Contractor’s Construction Access Notice as a condition of access for all Worksites identified as Temporary Lands.
- (d) The Contractor must Reinststate all Temporary Lands to a condition not less than that existing immediately prior to the Contractor obtaining access to that area of the Site including any Worksite, in compliance with the conditions of this Deed, the Planning Approval and any additional conditions required by relevant Authorities, unless otherwise identified in Table 2.
- (e) The Contractor must comply with the following general conditions in relation to the Site and the specific requirements identified in the table below:
 - (i) the removal of any trees is subject to the prior written approval of the Principal’s Representative;
 - (ii) vehicle access to and from the Site, including the location of all entrances, points of access, turning restrictions, slip lanes, traffic volumes and weight limits on local streets, hours of work and the like must comply with the Planning Approval, all other Authority Approvals, the Traffic Management Plan and the Contract Management Plan required under this Deed;

- (iii) the Site office facilities provided for the Principal must be provided when, and in the places, required by the Principal's Representative and as otherwise required under Schedule 3;
 - (iv) the Contractor must ensure that protection and reinstatement of the condition and features of the Site, including any Worksites, comply with the Planning Approval and all other Authority Approvals
 - (v) the Contractor must comply with the conditions of all leases, licences and easements under which the Principal or any relevant Agency is entitled (as against the owner of a part of the Site) to have access to a part of the Site (including any Third Party Agreements); and
 - (vi) the Contractor must protect all existing utility Services within and adjacent to the Worksites in accordance with the requirements of the respective utility companies.
- (f) The Contractor acknowledges that the Site may include vehicular driveways or access and egress points that are shared with property owners, their tenants and/or Other Contractors. The Contractor must not impede or interfere with the function and use of these driveways or access and egress points.
 - (g) The Contractor acknowledges that in addition to the Site conditions of access and use stated in this Annexure, the conditions of access and use of various Worksites will be subject to the requirements specified in the Deed.
 - (h) The Contractor acknowledges that the Contractor must reinstate all Temporary Lands as a condition precedent to Completion of the Portion to which those Temporary Works relate.
 - (i) The Contractor acknowledges that the completion of all Temporary Works including site disestablishment is a condition precedent to Completion of each Portion.

Table 2 Access Dates and Conditions

Portion	Worksite Identified on Site Drawings	Access Dates	Conditions of Access and Use
All Portions	The Site	1 May 2018	<p>The Contractor must:</p> <ul style="list-style-type: none"> • provide and maintain safe pedestrian access to and around the Site at all times; • provide the Construction and Environmental Management Plan, the Health and Safety Management Plan and the Incident Management Plan for review by the Principal • not obstruct access to adjacent private properties at all times including adequate turning radius into and out of existing properties; and • not impede traffic flow on Grand Avenue and Colquhoun Street without suitable traffic management plans and Authority Approval.

Annexure H: AEO Engineering Services Matrix

Annexure I: Not Used

Annexure J: Information Documents

Refer to Schedule 16

Annexure K: SaM Site Earthworks Model

Description	File Name	File Type	Issued
Sub-grade Layer of SaM Site Earthworks Model	SUBGRADE TENDER 102018.dwg	.dwg	Transmittal: PLRP-TFNSW-TX- 000586
Upper Limit Capillary Layer of SaM Site Earthworks Model	UPPER LIMIT CAP LAYER.DWG	.dwg	Transmittal: PLRP-TFNSW-TX- 000586
Cross Sections CH 0 – CH 30	X_DROA_XS_PLR_122018_01	.pdf	General Correspondence: PLRP-TFNSW-VNT- CORR-000762
Cross Sections CH 40 – CH 70	X_DROA_XS_PLR_122018_02	.pdf	General Correspondence: PLRP-TFNSW-VNT- CORR-000762
Cross Sections CH 80 – CH 110	X_DROA_XS_PLR_122018_03	.pdf	General Correspondence: PLRP-TFNSW-VNT- CORR-000762
Cross Sections CH 120 – CH 150	X_DROA_XS_PLR_122018_04	.pdf	General Correspondence: PLRP-TFNSW-VNT- CORR-000762
Cross Sections CH 160 – CH 190	X_DROA_XS_PLR_122018_05	.pdf	General Correspondence: PLRP-TFNSW-VNT- CORR-000762
Cross Sections CH 200 – CH 230	X_DROA_XS_PLR_122018_06	.pdf	General Correspondence: PLRP-TFNSW-VNT- CORR-000762
Cross Sections CH 240 – CH 270	X_DROA_XS_PLR_122018_07	.pdf	General Correspondence: PLRP-TFNSW-VNT- CORR-000762
Cross Sections CH 280 – CH 310	X_DROA_XS_PLR_122018_08	.pdf	General Correspondence: PLRP-TFNSW-VNT- CORR-000762

Annexure L: Facility Layouts

Drawing	Description	Origin	File type
PLR-ARA-BD-6000-SKT-00002	Maintenance Building – Lower Pit Level Foundation Layout	PLR Section 6 - Camellia Depot drawings - Arup Concept - 27 October 2017 (INFO DOC 143)	pdf and dwg
PLR-ARA-BD-6000-SKT-00003	Maintenance Building – Ground Level Foundation Layout	PLR Section 6 - Camellia Depot drawings - Arup Concept - 27 October 2017 (INFO DOC 143)	pdf and dwg
GRCLR-B3.6.0-DEPOT-0001	DEPOT - Track Layout	SOM Exhibit C – Contractors Outline Design	pdf
GRCLR-B3.6.0-DEPOT-0002	DEPOT - Track Slab	SOM Exhibit C – Contractors Outline Design	pdf and dwg

11 Annexure G

A new Annexure G is inserted "CSSI Approval"



Infrastructure approval

Section 5.19 of the *Environmental Planning & Assessment Act 1979*

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

Minister for Planning

Sydney

2018

SCHEDULE 1

Application no.:	SSI 8285
Proponent:	Transport for NSW
Approval Authority:	Minister for Planning
Land:	Land in the suburbs of Westmead, North Parramatta, Parramatta, Rosehill, Camellia, Rydalmere, Dundas, Telopea, Carlingford, Granville and Clyde
Description of Critical State Significant Infrastructure:	<p>Development for the purpose of Parramatta Light Rail (Stage 1) being the construction and operation of new passenger light rail infrastructure, including new bridges:</p> <ul style="list-style-type: none">• from Westmead to Parramatta and on to Camellia, including:<ul style="list-style-type: none">○ light rail tracks and associated works, and○ light rail stops and facilities, and• from Camellia to Carlingford, generally along the existing rail corridor including:<ul style="list-style-type: none">○ light rail tracks and associated works, and○ light rail stops and facilities, and○ stabling and maintenance facilities and an associated rail turnback.• Ancillary development including:<ul style="list-style-type: none">○ rail and bus interchange facilities○ modification of bus facilities, railway stations, public amenities, pedestrian and cycle facilities○ urban design features (including fencing, landscaping, lighting and planting trees)○ installation, modification and replacement of substations, utilities, amenities and signage○ installation and modification of roads and bridges○ removal of heavy rail equipment including tracks, sleepers, ballast, posts, signals, trackside equipment, overhead wire structures, wires and○ other equipment along the former Sandown Line and the Carlingford Line from Carlingford to Parramatta Road Level Crossing at Clyde, and○ removal of the Parramatta Road Level Crossing at Clyde.
Declaration of Critical State Significant Infrastructure	The proposal is State Significant Infrastructure by virtue of Clause 16, and Schedule 5, Clause 8 of <i>State Environmental Planning Policy (State and Regional Development) 2011</i> .

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DEFINITIONS

Table 1: Definitions

Term	Definition
AA	The Acoustics Adviser for the CSSI.
Active Transport Link	An active transport link (pedestrian and cycling) connecting Carlingford to the Parramatta Valley Cycleway at Rydalmere, with bridge crossings at Parramatta River and James Ruse Drive, and ending at Alfred Street, Parramatta
Ancillary facility	A temporary facility for construction of the project including an office and amenities compound, construction compound, material crushing and screening plant, materials storage compound, maintenance workshop, testing laboratory, material stockpile area car parking compound and truck marshalling facility.
Annoying activities	As defined in the <i>Interim Construction Noise Guideline</i> (DECC, 2009)
CEMP	Construction Environmental Management Plan
Completion of construction	The date upon which all construction works and activities described in the EIS/Submissions Report (incorporating Preferred Infrastructure Report) are completed and all requirements of the Secretary (if any) and the whole of the CSSI has been constructed to the appropriate standard for operation
Construction	Includes all works required to construct the CSSI as described in the EIS/Submissions Report (incorporating Preferred Infrastructure Report), including commissioning trials of equipment and temporary use of part of the CSSI, but excluding the following low impact work: <ul style="list-style-type: none"> (a) survey works including carrying out general alignment survey, installing survey controls (including installation of global positioning system (GPS)), installing repeater stations, carrying out surveys of existing and future utilities and building and road dilapidation surveys; (b) investigations including investigative drilling, contamination investigations and excavation; (c) establishment of ancillary facilities in approved locations including constructing ancillary facility access roads and providing utilities to the facility; (d) operation of ancillary facilities if the ER has determined the operational activities will have minimal impact on the environment and community; (e) minor clearing and relocation of native vegetation, as identified in the EIS/Submissions Report (incorporating Preferred Infrastructure Report); (f) installation of mitigation measures including but not limited to erosion and sediment controls, temporary exclusion fencing for sensitive areas and acoustic treatments; (g) property acquisition adjustment works including installation of property fencing, and relocation and adjustments of property utility connections including water supply and electricity;

Term	Definition
	<p>(h) relocation and connection of utilities where the relocation or connection has a minor impact to the environment as determined by the ER;</p> <p>(i) reconfiguration of Robin Thomas Reserve for the purposes of maintaining two sports playing fields;</p> <p>(j) archaeological testing under the <i>Code of practice for archaeological investigation of Aboriginal objects in NSW</i> (DECCW, 2010), archaeological investigations to inform design or archaeological monitoring undertaken in association with [a]-[i] above to ensure that there is no impact to heritage items;</p> <p>(k) other activities determined by the ER to have minimal environmental impact which may include construction of minor access roads, temporary relocation of pedestrian and cycle paths and the provision of property access including access and egress to construction ancillary facilities; and</p> <p>(l) maintenance of existing buildings and structures required to facilitate the carrying out of the CSSI.</p> <p>However, where heritage items, or threatened species, populations or ecological communities (within the meaning of the <i>Biodiversity Conservation Act 2016</i>) are affected or potentially affected by any low impact work, that work is construction, unless otherwise determined by the Secretary in consultation with OEH or DPI Fisheries (in the case of impact upon fish, aquatic invertebrates or marine vegetation).</p> <p>Construction does not include site establishment works where such works are included as part of a Site Establishment Management Plan approved under Condition C18.</p>
CSSI	The Critical State Significant Infrastructure as described in Schedule 1 of this approval, the carrying out of which is approved under the terms of this approval.
Department	NSW Department of Planning and Environment
DECC	Former NSW Department of Environment and Climate Change
DPI	NSW Department of Primary Industries including DPI Agriculture, DPI Biosecurity and Food Safety, DPI Land and Natural Resources, Dol Water and DPI Fisheries
Dol	NSW Department of Industry
Eat Street	That section of Church Street between Palmer and George streets.
EIS	The Environmental Impact Statement submitted to the Secretary seeking approval to carry out the project described in it, as revised if required by the Secretary under the EP&A Act and including any additional information provided by the Proponent in support of the application for approval of the project.
EMI susceptible device	A device, equipment or system whose performance can be degraded by an electromagnetic disturbance (IEC 60050: International Electrotechnical Vocabulary 161-01-24). Other susceptible receivers may include biological resources or small animal facilities.
EMS	Environmental Management System

Term	Definition
Environmental Representative Protocol	The document of the same title published by the Department (2017)
EP&A Act	<i>Environmental Planning and Assessment Act 1979</i> (NSW)
EPA	NSW Environment Protection Authority
EPL	Environment Protection Licence under the POEO Act
ER	The Environmental Representative for the CSSI
Heritage Division	The Heritage Division of OEH
Heritage item	A place, building, work, relic, archaeological site, tree, movable object or precinct of heritage significance, that is listed under one or more of the following registers: the State Heritage Register under the <i>Heritage Act 1977</i> (NSW), a state agency heritage and conservation register under section 170 of the <i>Heritage Act 1977</i> (NSW), a Local Environmental Plan under the EP&A Act, the World, National or Commonwealth Heritage lists under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth), and an "Aboriginal object" or "Aboriginal place" as defined in section 5 of the <i>National Parks and Wildlife Act 1974</i> (NSW).
Highly Noise Intensive Works	Rock breaking, rock hammering, sheet piling, pile driving and any similar activity
ICNG	<i>Interim Construction Noise Guideline</i> (DECC, 2009)
Incident	An occurrence or set of circumstances that causes, or threatens to cause material harm. <i>Note: "material harm" is defined in this approval.</i>
Land	Has the same meaning as the definition of the term in section 1.4 the EP&A Act
Landowner	Has the same meaning as "owner" in the <i>Local Government Act 1993</i> and in relation to a building means the owner of the building
Material harm	Is harm that: (a) involves actual or potential harm to the health or safety of human beings or to ecosystems that is not trivial, or (b) results in actual or potential loss or property damage of an amount, or amounts in aggregate, exceeding \$10,000, (such loss includes the reasonable costs and expenses that would be incurred in taking all reasonable and practicable measures to prevent, mitigate or make good harm to the environment).
Minister	NSW Minister for Planning
NCA	Noise catchment area
NML	Noise management level as derived from the <i>Interim Construction Noise Guideline</i> (DECC, 2009)
Non-compliance	An occurrence, set of circumstances or development that is a breach of this approval but is not an incident.
NSW Heritage Council	Heritage Council of NSW
OEH	NSW Office of Environment and Heritage

Term	Definition
OEMP	Operational Environmental Management Plan
Operation	<p>The carrying out of the CSSI (whether in full or in part) upon the completion of construction for the applicable stage (if any), excluding the following activities:</p> <ul style="list-style-type: none"> • commissioning trials of equipment; • temporary use of any part of the CSSI; and • maintenance works. <p><i>Note: There may be overlap between the carrying out of construction and operation if the phases are staged. Commissioning trials of equipment and temporary use of any part of the CSSI are within the definition of construction.</i></p>
Parramatta Strategic Planning Framework	Planning policies developed by City of Parramatta Council (in consultation with Government Architect NSW) including the Parramatta Strategic Framework, Parramatta City Link Strategy, and Parramatta River Strategy.
PIR	The Preferred Infrastructure Report submitted to the Secretary under the EP&A Act (referred to as part of the Submissions Report (including Preferred Infrastructure Report)).
POEO Act	<i>Protection of the Environment Operations Act 1997 (NSW)</i>
Precinct	The precincts of Westmead; Parramatta North; Parramatta CBD; Rosehill and Camellia; and Carlingford as described in the EIS and illustrated in Figures 5.2a to 5.2h of Volume 1
Proponent	The person identified as such in Schedule 1 of this approval
Relevant Council(s)	<p>Any or all as relevant:</p> <ul style="list-style-type: none"> • City of Parramatta; and • Cumberland Council
Relevant Road Authority	The same meaning as the road authorities defined in the <i>Roads Act 1993</i> .
Relic	Has the same meaning as the definition of the term in section 4 of the <i>Heritage Act 1977 (NSW)</i>
RMS	NSW Roads and Maritime Services
Secretary	Secretary of the NSW Department of Planning and Environment (or nominee, whether nominated before or after the date on which this approval was granted)
Sensitive receiver	<p>Includes residences, temporary accommodation such as caravan parks and camping grounds, and health care facilities (including nursing homes, hospitals).</p> <p>Also includes the following, when in use: educational institutions (including preschools, schools, universities, TAFE colleges), religious facilities (including churches), child care centres, passive recreation areas, commercial premises (including film and television studios, research facilities, entertainment spaces, restaurants, office premises and retail spaces), and others as identified by the Secretary</p>
SES	NSW State Emergency Services

Term	Definition
Submissions Report	The report comprising the Proponent's response to written submissions received in relation to the application for approval for the CSSI under the EP&A Act. The Proponent has prepared a Submissions Report (incorporating the Preferred Infrastructure Report) for the CSSI
Tree	As defined in Australian Standard AS 4970-2009 <i>Protection of trees on development sites</i> .
TMC	Transport Management Centre for NSW
Unexpected heritage find	An object or place that is discovered during the carrying out of the CSSI and which may be a heritage item but was not identified in the documents referred to in Condition A1 or suspected to be present. An unexpected heritage find does not include human remains.
Work	All physical work for the purpose of the CSSI including construction

SUMMARY OF REPORTING REQUIREMENTS

Reports and notifications that must be provided to the Secretary under the terms of this approval are listed in **Table 2**. Note that under **Condition A9** of this approval the Proponent may seek the Secretary's agreement to a later timeframe for submission (other than in relation to the immediate written notification of an incident required under **Condition A44**).

Table 2: Reports and Notifications that must be submitted to the Secretary

Where there is an inconsistency between Table 2 and condition, the requirements of the condition prevail.

Condition	Report / Notification / Appointment	Timing ¹	Purpose
Part A – Administrative			
A13	Staging Report	No later than one month before the commencement of construction (or operation) of the proposed stages of construction	Approval
A19 / A20	Environmental Representative	No later than one month before the commencement of works	Approval
A23	Environmental Representative Monthly Reports	Within seven days following the end of each month	Information
A29	Noise and Vibration Report	Within seven days following the end of each month	Information
A30 / A31	Compliance Tracking Program	At least one month before the commencement of works	Information
A34	Pre-Construction Compliance Report	No later than one month before the commencement of construction (or each stage of construction in staging report)	Information
A38	Pre-Operation Compliance Report	No later than one month before commencement of operation	Information
A40	Environmental Audit Program	No later than one month before the commencement of construction	Information
A43	Environmental Audit Reports	Within six weeks of completing the audit	Information
A44	Notification of Incidents	Immediately after the Proponent becomes aware of an incident	Notification
A45	Incident Report	Within one week of notification of an incident	Information
A47	Notification of Incident notified under POEO	Within 24 hours after notification give to EPA	Information
Part B – Communication Information and Reporting			
B1 / B3	Community Communication Strategy	No later than one month before the commencement of works	Approval

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

Condition	Report / Notification / Appointment	Timing ¹	Purpose
B9 / B1C	Complaints	On request	Information
Part C – Construction Environmental Management			
C7	Construction Environmental Management Plan	No later than one month before the commencement of construction	Approval
C16	Construction Monitoring Program	At least one month before the commencement of construction	Information
C18	Site Establishment Management Plan	One month before establishment of any construction ancillary facility	Approval
Part D – Operation Environmental Management			
D3 / D6 / D7	Operational Management Plan	No later than one month before the commencement of operation	Information
Part E – Key Issues			
Traffic and Transport			
E10	Network Management Strategy	Before impacts on the road network commence	Information
E11	Parking Management Strategy	Before long term loss of parking occurs	Information
E14	Pedestrian and Cyclist Network and Facilities Strategy	Before construction of pedestrian/cyclist permanent built works	Information
E19	Operational Traffic, Transport and Access Performance Review	Within one month of completion	Information
Noise and Vibration			
E28	Out-of-Hours Work Protocol	Before commencement of any out-of-hours works	Approval
E39	Out-of-Hours Work Respite	Following consultation at three monthly intervals	Information
E48	Operational Noise and Vibration Review	Before the implementation of mitigation measures	Approval
E58	Noise and Vibration Compliance Assessment Report	Within one month of its completion	Information
<u>OE59</u>	Noise and Vibration Compliance Assessment Report – update	Within one month of its completion	Information

Condition	Report / Notification / Appointment	Timing ¹	Purpose
Heritage			
E64	Heritage Interpretation Strategy	Before work affecting identified items	Information
E67	CHIP Hostel Options Analysis	Before commencement of construction in Cumberland Hospital East or at the intersection of Fleet and Factory streets that could preclude alternative outcomes	Approval
E75	Archaeological Excavation Report	Within 12 months of completing archaeological investigations	Information
Urban Design and Visual Amenity			
E84	Feasibility of wire-free running	Before construction commences in identified locations	Information
E85	Feasibility of grass track	Before construction commences in identified locations	Information
E87	Urban Design Requirements Report	Following review by the Design Review Panel	Approval
E93	Design Review Panel members	Before development of detailed design and before construction commences	Approval
E95	Design Review Panel Terms of Reference	Following formation of Design Review Panel	Approval
Biodiversity and Revegetation			
E102	Independent Arborist	Before works commence	Approval
E106	Tree Register	Before the removal, damage or pruning of a tree for the purposes of the CSSI	Information
Socio-Economic, Land Use and Property			
E113	Flood Management Design Report	At each design stage with potential to cause adverse flooding impacts	Information
E117	Electromagnetic Management Plan	Before commencement of operations	Information
E124	Site Audit Statement	No later than one month before commencement of operation	Information
E132	Final Hazard Analysis and Construction Safety Study	Before commencement of construction of any hazardous works or works adjacent to hazardous infrastructure	Approval
E133	Post-Startup Compliance Report	Three months after commencement of operations	Information
E137	Sustainability Strategy	Within six months of the date of approval	Information

SCHEDULE 2

PART A

ADMINISTRATIVE CONDITIONS

GENERAL

- A1 The CSSI must be carried out in accordance with the terms of this approval and generally in accordance with the description of the CSSI in the *Parramatta Light Rail (Stage 1) Westmead to Carlingford via Parramatta CBD and Camellia Environmental Impact Statement* (dated August 2017) (the EIS) as amended by
- (a) the *Parramatta Light Rail (Stage 1) Westmead to Carlingford via Parramatta CBD and Camellia Submissions Report* (incorporating Preferred Infrastructure Report) (February 2018) (the SPIR);
 - (b) SSI 8285 Administrative modification (November 2018) (MOD 1); and
 - (c) SSI 8285 Correction to Administrative modification (January 2019) (MOD 2).
- A2 The CSSI must be carried out in accordance with all procedures, commitments, preventative actions, performance criteria and mitigation measures set out in the EIS as amended by the Submissions Report (incorporating Preferred Infrastructure Report) unless otherwise specified in, or required under, this approval.
- A3 In the event of an inconsistency between the EIS and the Submissions Report (incorporating Preferred Infrastructure Report) or any other document required under this approval, and a term of this approval, the term of this approval prevails to the extent of the inconsistency.
- Note: For the purpose of this condition, there will be an inconsistency between a term of this approval and any document if it is not possible to comply with both the term and the document.*
- A4 The Proponent must comply with all written requirements or directions of the Secretary, including in relation to:
- (a) the environmental performance of the CSSI;
 - (b) any document or correspondence in relation to the CSSI;
 - (c) any notification given to the Secretary under the terms of this approval;
 - (d) any audit of the construction or operation of the CSSI;
 - (e) the terms of this approval and compliance with the terms of this approval (including anything required to be done under this approval); and
 - (f) the carrying out of any additional monitoring or mitigation measures.
- A5 Where the terms of this approval require a document or monitoring program to be prepared or a review to be undertaken in consultation with identified parties, evidence of the consultation undertaken must be submitted to the Secretary with the document or monitoring program or review. The evidence must include:
- (a) documentation of the engagement with the party(ies) identified in the relevant condition of approval before submitting the document for approval;
 - (b) log of the points of engagement or attempted engagement with the identified party(ies) and a summary of the issues raised by the identified party(ies);
 - (c) documentation of any follow-up with the identified party(ies), where feedback has not been provided, to confirm that the identified party(ies) has none or has failed to provide feedback after repeated requests;
 - (d) outline of the issues raised by the identified party(ies) and how they have been addressed, including evidence that the party(ies) is satisfied the issues have been addressed; and

- (e) where there are outstanding issues raised by the identified party(ies) that have not been adopted, the reasons why they have not been/could not be adopted must be provided, including evidence of consultation with the relevant party(ies).

- A6 This approval lapses five (5) years after the date on which it is granted, unless works for the purpose of the CSSI are physically commenced on or before that date.
- A7 References in the terms of this approval to any guideline, protocol, Australian Standard or policy are to such guidelines, protocols, Standards or policies in the form they are in as at the date of this approval, unless otherwise agreed with the Secretary.
- A8 In the event that there are differing interpretations of the terms of this approval, including in relation to a condition of this approval, the Secretary's interpretation is final.
- A9 Where a condition of this approval requires the Proponent to submit a document or notification to the Secretary or obtain an approval from the Secretary within a specified time period, the Proponent may make a written request to the Secretary seeking an alternative timeframe. Any request must be made at least one (1) month before the submission timeframe stipulated in the condition of approval relating to the variation request. This condition does not apply to the immediate notification required in respect of an incident under **Condition A44**.
- A10 Where the terms of approval provide the Secretary the discretion to alter the requirements of the approval, the Proponent must provide supporting evidence so that the Secretary can consider the need, environmental impacts and consistency of any request.

Note: Inaction and/or expedience will not be supported as justifications for need unless it can be demonstrated that there is beneficial environmental impact for the project and the affected environment.

- A11 Without limitation, all strategies, plans, programs, reviews, audits, report recommendations, protocols and the like required by the terms of this approval must be implemented by the Proponent in accordance with all requirements issued by the Secretary from time to time in respect of them.

FLEXIBILITY PROVISIONS

- A12 The Proponent may undertake the flexibility provisions outlined in Appendix A. Flexibility provisions in Table 5.1 of the EIS do not apply.

STAGING

- A13 The CSSI may be constructed and operated in stages. Where staged construction or operation is proposed, a **Staging Report** (for either or both construction and operation as the case may be) must be prepared and submitted to the Secretary for approval. The **Staging Report** must be submitted to the Secretary no later than one month before the commencement of construction of the first of the proposed stages of construction (or if only staged operation is proposed, one month before the commencement of operation of the first of the proposed stages of operation).
- A14 The **Staging Report** must:
- (a) if staged construction is proposed, set out how the construction of the whole of the CSSI will be staged, including details of **construction (as defined in this instrument)** to be carried out in each stage and the general timing of when construction of each stage will commence and finish;

- (b) if staged operation is proposed, set out how the operation of the whole of the CSSI will be staged, including details of work and other activities to be carried out in each stage and the general timing of when operation of each stage will commence and finish (if relevant);
- (c) specify how compliance with conditions will be achieved across and between each of the stage of the CSSI; and
- (d) set out mechanisms for managing any cumulative impacts arising from the proposed staging.

Note: nothing in this condition invalidates the timing requirements or triggers specified in other conditions of this approval

- A15 The CSSI must be staged in accordance with the **Staging Report**, as approved by the Secretary.
- A16 Where staging is proposed, the terms of this approval that apply or are relevant to **construction** to be carried out in a specific stage must be complied with at the relevant time identified in the Staging Report for that stage.
- A17 Where changes are proposed to the staging of construction or operation, the Staging Report must be revised and submitted to the Secretary for approval no later than one month before the proposed change in staging.
- A18 The Proponent must use best endeavours to ensure that the duration of construction in any one location or zone, as defined to the Secretary's satisfaction, is such that any receiver is impacted by construction works for the minimum, reasonably practicable time.

The Proponent must demonstrate the principles that would be adopted to minimise the duration of construction in zones as part of the **Staging Report** required by **Condition A13**.

ENVIRONMENT REPRESENTATIVE

- A19 Works must not commence until an ER has been approved by the Secretary and engaged by the Proponent.
- A20 The Secretary's approval of an ER must be sought no later than one month before the commencement of works.
- A21 The proposed ER must be a suitably qualified and experienced person who was not involved in the preparation of the EIS or Submissions Report (incorporating Preferred Infrastructure Report), and is independent from the design and construction personnel for the CSSI and those involved in the delivery of it.
- A22 The Proponent may engage more than one ER for the CSSI, in which case the functions to be exercised by an ER under the terms of this approval may be carried out by any ER that is approved by the Secretary for the purposes of the CSSI.
- A23 For the duration of the works until after the commencement of operation, or as agreed with the Secretary, the approved ER must:
 - (a) receive and respond to communication from the Secretary in relation to the environmental performance of the CSSI;
 - (b) consider and inform the Secretary on matters specified in the terms of this approval;
 - (c) consider and recommend to the Proponent any improvements that may be made to work practices to avoid or minimise adverse impact to the environment and the community;
 - (d) review documents identified in Table 2 and any other documents that are identified by the Secretary, for consistency, in the opinion of the ER, with requirements in or under this approval and if so:
 - i) make a written statement to this effect before submission of such documents to the Secretary (if those documents are required to be approved by the Secretary); or

- ii) make a written statement to this effect before the implementation of such documents (if those documents are required to be submitted to the Secretary for information or are not required to be submitted to the Secretary);
- (e) regularly monitor the implementation of the documents listed in **Table 2** to ensure implementation is being carried out in accordance with the document and the terms of this approval;
- (f) as may be requested by the Secretary, help plan, attend or undertake audits of the CSSI commissioned by the Department including scoping audits, programming audits, briefings and site visits, but not independent environmental audits required under **Condition A41** of this approval;
- (g) as may be requested by the Secretary, assist the Department in the resolution of community complaints;
- (h) assess and, if acceptable, approve the impacts of minor ancillary facilities comprising lunch sheds, office sheds and portable toilet facilities or other ancillary facilities determined by the ER to have a minor environmental impact; and
- (i) prepare and submit to the Secretary and other relevant regulatory agencies, for information, an **Environmental Representative Monthly Report** providing the information set out in the Environmental Representative Protocol under the heading "Environmental Representative Monthly Reports." The Environmental Representative Monthly Report must be submitted within seven days following the end of each month for the duration of the ER's engagement for the CSSI.

A24 The Proponent must provide the ER with all documentation requested by the ER in order for the ER to perform their functions specified in **Condition A23** (including preparation of the ER monthly report), as well as:

- (a) the complaints register (to be provided on a daily basis); and
- (b) a copy of any assessment carried out by the Proponent of whether proposed work is consistent with the approval (which must be provided to the ER before the commencement of the subject work).

A25 The Secretary may at any time commission an audit of an ER's exercise of its functions under **Condition A23**. The Proponent must:

- (a) facilitate and assist the Secretary in any such audit; and
- (b) make it a term of their engagement of an ER that the ER facilitate and assist the Secretary in any such audit.

ACOUSTICS ADVISOR

A26 A suitably qualified and experienced **Acoustics Advisor (AA)** must be engaged for the duration of construction and for no less than six months following completion of construction of the CSSI. The AA must provide a statutory declaration to the Secretary that they are independent of the design and construction personnel. The Proponent must cooperate with the AA by:

- (a) providing access to noise and vibration monitoring activities as they take place;
- (b) providing for review noise and vibration plans, assessments, monitoring reports and data analyses undertaken; and
- (c) considering any recommendations to improve practices and demonstrating, to the satisfaction of the AA, why any recommendation is not adopted.

A27 The AA must meet the following minimum requirements:

- (a) relevant experience in the last ten years as a senior acoustic specialist on major infrastructure projects, including a fieldwork and construction management component;
- (b) tertiary qualifications in an acoustic related discipline or equivalent experience; and
- (c) proven understanding and application of NSW State and local legislation, relevant Australian standards, NSW environmental regulatory requirements and implementation of noise mitigation and environmental best practice.

- A28 The Proponent must notify the Department in writing on the engagement of the AA including demonstrating the requirements of **Conditions A26 and A27**.
- A29 The AA must:
- (a) receive and respond to communication from the Secretary about the performance of the CSSI in relation to noise and vibration;
 - (b) consider and inform the Secretary on matters specified in the terms of this approval relating to noise and vibration;
 - (c) consider and recommend, to the Proponent, improvements that may be made to work practices to avoid or minimise adverse noise and vibration impacts;
 - (d) consider consultation outcomes with affected receivers to determine the adequacy of noise mitigation and management measures including work hours and respite periods;
 - (e) review all noise and vibration documents required to be prepared under the terms of this approval and, should they be consistent with the terms of this approval, endorse them before submission to the Secretary (if required to be submitted to the Secretary) or before implementation (if not required to be submitted to the Secretary);
 - (f) regularly monitor the implementation of all noise and vibration documents required to be prepared under the terms of this approval to ensure implementation is in accordance with what is stated in the document and the terms of this approval;
 - (g) in conjunction with the ER, the AA must:
 - i) as may be requested by the Secretary, help plan, attend or undertake audits of noise and vibration management of the CSSI including briefings, and site visits;
 - ii) if conflict arises between the Proponent and the community in relation to the noise and vibration performance during construction of the CSSI, follow the procedure in the Community Communication Strategy approved under Condition B3 of this approval to attempt to resolve the conflict, and if it cannot be resolved, notify the Secretary;
 - iii) consider relevant minor amendments made to the CEMP, relevant sub-plans and noise and vibration monitoring programs that require updating or are of an administrative nature, and are consistent with the terms of this approval and the management plans and monitoring programs approved by the Secretary and, if satisfied such amendment is necessary, endorse the amendment. This does not include any modifications to the terms of this approval;
 - iv) assess the noise impacts of minor construction ancillary facilities; and
 - (h) prepare and submit to the Secretary and other relevant regulatory agencies, for information, a monthly **Noise and Vibration Report** detailing the AAs actions and decisions on matters for which the AA was responsible in the preceding month (or another timeframe agreed with the Secretary). The **Noise and Vibration Report** must be submitted within seven days following the end of each month for the duration of construction of the CSSI, or as otherwise agreed with the Secretary.

COMPLIANCE TRACKING PROGRAM

- A30 A **Compliance Tracking Program** to monitor compliance with the terms of this approval must be prepared, taking into consideration any staging of the CSSI that is proposed in a **Staging Report** submitted in accordance with **Conditions A13 and A14** of this approval.
- A31 The **Compliance Tracking Program** must be endorsed by the ER and then submitted to the Secretary for information at least one (1) month before the commencement of works.
- A32 The **Compliance Tracking Program** in the form required under **Condition A30** of this approval must be implemented for the duration of works and for a minimum of one (1) year following commencement of operation, or for a longer period as determined by the Secretary based on the outcomes of independent environmental audits, **Environmental Representative Monthly Reports** and regular compliance reviews submitted through **Compliance Reports**. If staged

operation is proposed, or operation is commenced of part of the CSSI, the **Compliance Tracking Program** must be implemented for the relevant period for each stage or part of the CSSI.

- A33 The Proponent must make each compliance report publicly available and notify the Department in writing when this has been done.

CONSTRUCTION COMPLIANCE REPORTING

- A34 A **Pre-Construction Compliance Report** must be prepared and submitted to the Secretary for information no later than one (1) month before the commencement of construction (or each stage of construction identified in the Staging Report).
- A35 The **Pre-Construction Compliance Report** must include:
- (a) details of how the terms of this approval that must be addressed before the commencement of construction have been complied with; and
 - (b) the proposed commencement date for construction.
- A36 Construction must not commence until the **Pre-Construction Compliance Report** has been submitted to the Secretary.
- A37 **Construction Compliance Reports** must be prepared and submitted to the Secretary for information every six (6) months from the date of the commencement of construction for the duration of construction. The **Construction Compliance Reports** must include:
- (a) a results summary and analysis of environmental monitoring;
 - (b) the number of complaints received, including a summary of main areas of complaint, action taken, response given and proposed strategies for reducing the recurrence of such complaints;
 - (c) details of any review of, and minor amendments made to, the **CEMP** as a result of construction carried out during the reporting period;
 - (d) a register of any reviews of consistency undertaken including outcome;
 - (e) results of any independent environmental audits and details of any actions taken in response to the recommendations of an audit;
 - (f) a summary of all incidents notified in accordance with **Conditions A44** and **A46** of this approval; and
 - (g) any other matter relating to compliance with the terms of this approval or as requested by the Secretary.

PRE-OPERATION COMPLIANCE REPORT

- A38 A **Pre-Operation Compliance Report** must be prepared and submitted to the Secretary for information no later than one (1) month before the commencement of operation. The **Pre-Operation Compliance Report** must include:
- (a) details of how the terms of this approval that must be addressed before the commencement of operation have been complied with; and
 - (b) the commencement date for operation.
- A39 Operation must not commence until the **Pre-Operation Compliance Report** has been submitted to the Secretary for information.

AUDITING

- A40 An **Environmental Audit Program** for annual independent environmental auditing against the terms of this approval must be prepared in accordance with *AS/NZS ISO 19011:2014* -

Guidelines for Auditing Management Systems and submitted to the Secretary for information no later than one month before the commencement of construction.

- A41 The **Environmental Audit Program**, as submitted to the Secretary, must be implemented for the duration of construction and operation.
- A42 All independent environmental audits of the CSSI must be conducted by a suitably qualified, experienced and independent auditor with, where required, a team of independent technical experts and be documented in an **Environmental Audit Report** which:
- (a) assesses the environmental performance of the CSSI, and its effects on the surrounding environment;
 - (b) assesses whether the project is complying with the terms of this approval; and
 - (c) recommends measures or actions to improve the environmental performance of the CSSI.
- A43 The Proponent must submit a copy of the **Environmental Audit Report** to the Secretary for information, with a response to any recommendations contained in the audit report within six (6) weeks of completing the audit.

INCIDENT NOTIFICATION AND REPORTING

- A44 The Department must be notified in writing to compliance@planning.nsw.gov.au immediately after the Proponent becomes aware of an incident. The notification must identify the CSSI (including the application number and the name of the CSSI if it has one), and set out the location and nature of the incident.
- A45 Within one week of notification of an incident under **Condition A44** of this approval, the Proponent must submit a report to the Department providing the time and date of the incident, details of the incident and must identify any consequent non-compliance with this approval.
- A46 All written requirements of the Secretary, which may be given at any point in time, to address the cause or impact of an incident must be complied with, within any timeframe specified by the Secretary or relevant public authority.
- A47 If an incident occurs or if statutory notification is given to the EPA as required under the *Protection of the Environment Operations Act 1997* in relation to the CSSI, such notification must also be provided to the Secretary within 24 hours after the notification was given to the EPA.

PART B
COMMUNITY INFORMATION AND REPORTING

COMMUNITY INFORMATION, CONSULTATION AND INVOLVEMENT

- B1 A **Community Communication Strategy** must be prepared to provide mechanisms to facilitate communication between the Proponent, the community (including adjoining affected landowners and businesses, and others directly impacted by the CSSI), the ER and Council during the design, establishment and construction of the CSSI and for a minimum of 12 months following the completion of construction of the CSSI.
- B2 The **Community Communication Strategy** must:
- (a) identify people and organisations to be consulted during the design and work phases;
 - (b) set out procedures and mechanisms for the regular distribution of accessible information about or relevant to the CSSI including use of construction hoardings to provide information regarding the progress of construction. The information to be distributed must include information regarding current site construction activities, schedules and milestones at each construction site;
 - (c) provide for the formation of issue or location-based community forums that focus on key environmental management issues of concern to the relevant communities; and
 - (d) set out procedures and mechanisms:
 - i) through which the community can discuss or provide feedback to the Proponent;
 - ii) through which the Proponent will respond to enquiries or feedback from the community; and
 - iii) to resolve any issues and mediate any disputes that may arise in relation to construction of the CSSI, including disputes regarding rectification or compensation.
- B3 The **Community Communication Strategy** must be submitted to the Secretary for approval no later than one month before commencement of any works.
- B4 Works for the purposes of the CSSI must not commence until the **Community Communication Strategy** has been approved by the Secretary.
- B5 The **Community Communication Strategy**, as approved by the Secretary, must be implemented for the duration of the works and for 12 months following the completion of construction of the CSSI.

COMPLAINTS MANAGEMENT SYSTEM

- B6 A **Complaints Management System** must be prepared before the commencement of any works in respect of the CSSI and be implemented and maintained for the duration of construction and for a minimum 12 months following completion of construction of the CSSI.
- B7 The following information must be available to facilitate community enquiries and manage complaints within one (1) month from the date of this approval and for 12 months following the completion of construction:
- (a) a 24 hour telephone number for the registration of complaints and enquiries about the CSSI;
 - (b) a postal address to which written complaints and enquires may be sent;
 - (c) an email address to which electronic complaints and enquiries may be transmitted; and
 - (d) a mediation system for complaints unable to be resolved.

This information must be accessible to all in the community regardless of age, ethnicity, disability or literacy level.

- B8 The telephone number, postal address and email address required under **Condition B7** of this approval must be published in a newspaper circulating in the local area and on-site hoarding at each construction site before commencement of construction and published in the same way again before the commencement of operation. This information must also be provided on the website required under **Condition B11** of this approval.
- B9 A **Complaints Register** must be maintained to record information on all complaints received about the CSSI during the carrying out of any works for the purposes of the CSSI and for a minimum of 12 months following the completion of construction. The **Complaints Register** must record the:
- (a) number of complaints received;
 - (b) number of people affected in relation to a complaint;
 - (c) means by which the complaint was addressed and whether resolution was reached, with or without mediation.
- B10 The **Complaints Register** must be provided to the Secretary upon request, within the timeframe stated in the request.

PROVISION OF ELECTRONIC INFORMATION

- B11 A website providing information in relation to the CSSI must be established before commencement of works and maintained for the duration of construction, and for a minimum of 24 months following the completion of construction. Up-to-date information (excluding confidential commercial information) must be published before the relevant works commence, and maintained on the website or dedicated pages including:
- (a) information on the current implementation status of the CSSI;
 - (b) a copy of the documents listed in **Condition A1** and **Condition A2** of this approval, and any documentation relating to any modifications made to the CSSI or the terms of this approval;
 - (c) a copy of this approval in its original form, a current consolidated copy of this approval (that is, including any approved modifications to its terms), and copies of any approval granted by the Minister to a modification of the terms of this approval;
 - (d) a copy of each statutory approval, licence or permit required and obtained in relation to the CSSI;
 - (e) a current copy of each approved document required under the terms of this approval and any endorsements, approvals or requirements from the ER, AA and Secretary, all of which must be published before the commencement of any works to which they relate or before their implementation as the case may be; and
 - (f) a copy of the compliance reports required under **Condition A30** of this approval.

Information relating solely to construction may be removed from the website 12 months following the completion of construction.

PART C
CONSTRUCTION ENVIRONMENTAL MANAGEMENT

CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

- C1** A **Construction Environmental Management Plan (CEMP)** must be prepared to detail how the performance outcomes, commitments and mitigation measures specified in the documents listed in **Condition A1** will be implemented and achieved during construction.
- C2** The **CEMP** must provide:
- (a) a description of activities to be undertaken during construction (including the scheduling of construction);
 - (b) details of environmental policies, guidelines and principles to be followed in the construction of the CSSI;
 - (c) a program for ongoing analysis of the key environmental risks arising from the activities described in subsection (a) of this condition, including an initial risk assessment undertaken before the commencement of construction of the CSSI;
 - (d) details of how the activities described in subsection (a) of this condition will be carried out to:
 - i) meet the performance outcomes stated in the documents identified in Condition A1; and
 - ii) manage the risks identified in the risk analysis undertaken in subsection (c) of this condition;
 - (e) an inspection program detailing the activities to be inspected and frequency of inspections;
 - (f) a protocol for managing and reporting any:
 - i) incidents; and
 - ii) non-compliances with this approval and with statutory requirements.
 - (g) procedures for rectifying any non-compliance with this approval identified during compliance auditing, incident management or at any time during construction;
 - (h) a list of all the **CEMP Sub-plans** required in respect of construction, as set out in **Condition C3**. Where staged construction of the CSSI is proposed, the **CEMP** must also identify which **CEMP Sub-plan** applies to each of the proposed stages of construction;
 - (i) a description of the roles and environmental responsibilities for relevant employees and their relationship with the ER;
 - (j) for training and induction for employees, including contractors and sub-contractors, in relation to environmental and compliance obligations under the terms of this approval;
 - (k) for periodic review and update of the **CEMP** and all associated plans and programs.
- C3** The following **CEMP Sub-plans** must be prepared in consultation with the relevant government agencies identified for each **CEMP Sub-plan** and be consistent with the CEMP referred to in **Condition C1**:

	Required CEMP Sub-plan	Relevant government agencies to be consulted for each CEMP Sub-plan	Secretary Approval/ Information
(a)	Traffic, transport and access	Relevant Council(s), Roads and Maritime Services, Emergency Services	Information
(b)	Noise and vibration	Relevant Council(s), EPA, NSW Health	Approval
(c)	Flood Management	Relevant Council(s), OEH, Sydney Water	Information
(d)	Heritage	Relevant Council(s), OEH	Approval
(e)	Flora and Fauna	Relevant Council(s), OEH	Information

	Biodiversity		
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- C4 The **CEMP Sub-plans** must state how:
- the environmental performance outcomes identified in the documents listed in **Condition A1** will be achieved;
 - the mitigation measures identified in the documents listed in **Condition A1** will be implemented;
 - the relevant terms of this approval will be complied with; and
 - issues requiring management during construction, as identified through ongoing environmental risk analysis, will be managed.
- C5 The **CEMP Sub-plans** must be developed in consultation with relevant government agencies (including Relevant Council(s)). Details of all information requested by an agency to be included in a **CEMP Sub-plan** as a result of consultation, including all copies of correspondence from those agencies, must be provided to the Secretary with the relevant **CEMP Sub-plan**.
- C6 Any of the **CEMP Sub-plans** may be submitted along with, or subsequent to, the submission of the **CEMP** but in any event, no later than one month before construction.
- C7 The **CEMP** must be endorsed by the ER and then submitted to the Secretary for approval no later than one month before the commencement of construction.
- C8 Construction must not commence until the **CEMP** and any **CEMP Sub-plan** specified in **Condition C3** have been submitted to or approved by the Secretary. The **CEMP** and **CEMP Sub-plans** submitted to or approved by the Secretary, including any minor amendments approved by the ER, must be implemented for the duration of construction. Where construction of the CSSI is staged, construction of a stage must not commence until the **CEMP** and **Sub-plans** for that stage have been submitted to or approved by the Secretary.

*Note: The requirement to submit or have a CEMP or CEMP Sub-plan approved is specified in **Condition C3**.*

CONSTRUCTION MONITORING PROGRAMS

- C9 The following **Construction Monitoring Programs** must be prepared in consultation with the relevant government agencies for each to compare actual performance of construction of the CSSI against performance predicted in the documents listed in **Condition A1** or in the **CEMP**:

	Required Construction Monitoring Programs	Relevant government agencies to be consulted for each Construction Monitoring Program
(a)	Water Quality (Turbidity) Monitoring	DoI Water, EPA, Relevant Council(s)
(b)	Noise and Vibration Monitoring	Relevant Council(s), EPA, NSW Health (as relevant)
(c)	Grey-headed flying fox Monitoring	OEH

- C10 Each **Construction Monitoring Program** must provide:
- details of baseline data available;
 - details of baseline data to be obtained and when;
 - details of all monitoring of the project to be undertaken;
 - the parameters of the project to be monitored;
 - the frequency of monitoring to be undertaken;

- (f) the location of monitoring;
 - (g) the reporting of monitoring results against relevant criteria;
 - (h) procedures to identify and implement additional mitigation measures where results of monitoring are unsatisfactory; and
 - (i) any consultation to be undertaken in relation to the monitoring programs.
- C11 The noise and vibration monitoring data collected during monitoring required by **Condition C9** must be available to the Proponent, ER, AA, Relevant Council(s) and the community to inform construction scheduling, the level of impacts and whether additional mitigation is required. The Department must also be provided access to this data if specifically requested.
- C12 The **Construction Monitoring Programs** must be developed in consultation with relevant government agencies and Relevant Council(s) as identified in **Condition C9** of this approval and must include, information requested by an agency to be included in a **Construction Monitoring Programs** during such consultation. Details of all information requested by an agency, including copies of all correspondence from those agencies, must be provided with the relevant **Construction Monitoring Program**.
- C13 The **Construction Monitoring Programs** must be endorsed by the ER and submitted to the Secretary for information at least one month before the commencement of construction.
- C14 Construction must not commence until the Secretary has received all of the required **Construction Monitoring Programs**, and all relevant baseline data for the specific construction activity has been collected.
- C15 The **Construction Monitoring Programs**, as submitted to the Secretary including any minor amendments approved by the ER must be implemented for the duration of construction and for any longer period set out in the monitoring program or specified by the Secretary, whichever is the greater.
- C16 The results of the **Construction Monitoring Programs** must be submitted to the Secretary, and relevant regulatory agencies, for information in the form of a **Construction Monitoring Report** at the frequency identified in the relevant **Construction Monitoring Program**.
- C17 Where a relevant **CEMP Sub-plan** exists, the relevant **Construction Monitoring Program** may be incorporated into that **CEMP Sub-plan**.

SITE ESTABLISHMENT WORKS

Site Establishment Management Plan

- C18 Before establishment of any construction ancillary facility as identified in the EIS and SPIR (and excluding minor construction ancillary facilities), the Proponent must prepare a **Site Establishment Management Plan** which outlines the environmental management practices and procedures to be implemented for the establishment of the construction ancillary facilities. The **Site Establishment Management Plan** must be prepared in consultation with the relevant council(s) and relevant government authorities. The Plan must be submitted to the Secretary for approval one (1) month before establishment of any construction ancillary facilities. The **Site Establishment Management Plan** must detail the management of the construction ancillary facilities and include:
- (a) a description of activities to be undertaken during establishment of the construction ancillary facility (including scheduling and duration of works to be undertaken at the site);
 - (b) figures illustrating the proposed operational site layout(s);
 - (c) a program for ongoing analysis of the key environmental risks arising from the site establishment activities described in subsection (a) of this condition, including an initial risk assessment undertaken before the commencement of site establishment works;

- (d) details of how the site establishment activities described in subsection (a) of this condition will be carried out to:
 - i) meet the performance outcomes stated in the documents listed in the documents identified Condition A1,
 - ii) to address traffic, pedestrian access and amenity around each site, and
 - iii) manage the risks identified in the risk analysis undertaken in subsection (c) of this condition; and
- (e) a program for monitoring the performance outcomes, including a program for construction noise monitoring consistent with the requirements of **Conditions C9 and C11**.

Nothing in this condition prevents the Proponent from preparing individual **Site Establishment Management Plans** for each construction ancillary facility.

Boundary Screening

C19 Boundary fencing that incorporates screening must be erected around all construction ancillary facilities that are adjacent to sensitive receivers for the duration of site establishment and construction of the CSSI unless otherwise agreed with Relevant Council(s), affected residents, business operators and/or landowners and in accordance with **Condition B2(b)**.

C20 Boundary screening required under **Condition C19** of this approval must reduce visual, noise and air quality impacts on adjacent sensitive receivers.

IDENTIFICATION OF WORKFORCE AND PLANT

C21 All construction spoil haulage vehicles, and construction plant must be clearly marked as being for the CSSI in such a manner to enable immediate identification within at least 50 metres of the vehicles and plant.

PART D
OPERATIONAL ENVIRONMENTAL MANAGEMENT

OPERATIONAL ENVIRONMENTAL MANAGEMENT

- D1 An **Operational Environmental Management Plan (OEMP)** must be prepared to detail how the performance outcomes, commitments and mitigation measures made and identified in the documents listed in **Condition A1** will be implemented and achieved during CSSI operation. This condition does not apply if **Condition D2** of this approval applies.
- D2 An **OEMP** is not required for the CSSI if the Proponent has an **Environmental Management System (EMS)** or equivalent as agreed with the Secretary, and can demonstrate, to the written satisfaction of the Secretary, that through the **EMS**:
- (a) the performance outcomes, commitments and mitigation measures made and identified in the documents listed in **Condition A1** and these conditions of approval can be achieved;
 - (b) issues identified through ongoing risk analysis can be managed; and
 - (c) procedures are in place for rectifying any non-compliance with this approval identified during compliance auditing, incident management or any other time during operation.
- D3 Where an OEMP is required, the Proponent must include the following **OEMP Sub-plans** in the **OEMP**.

	Required OEMP Sub-plan	Relevant government agencies to be consulted for each OEMP Sub-plan	Secretary Approval/ Information
(a)	Light rail Operations during Special Events (including access)	Relevant Council(s), RMS, Police, Western Sydney Stadium, Rosehill Racecourse and Parramatta Park Trust	Information

- D4 Each of the OEMP Sub-plans must include the information set out in **Condition D2** of this approval.
- D5 The **OEMP Sub-plans** must be developed in consultation with relevant government agencies as identified in **Condition D3** and must include information requested by an agency. Details of all information requested by an agency or Council(s) to be included in an **OEMP Sub-plan** as a result of consultation, including copies of all correspondence from those agencies, must be provided with the relevant **OEMP Sub-Plan**.
- D6 The **OEMP Sub-plans** must be submitted to the Secretary as part of the **OEMP**.
- D7 The **OEMP or EMS** or equivalent as agreed with the Secretary, must be submitted to the Secretary for information no later than one month before the commencement of operation.
- D8 The **OEMP or EMS** or equivalent as agreed with the Secretary, as submitted to the Secretary and amended from time to time, must be implemented for the duration of CSSI operation and the **OEMP** must be made publicly available before the commencement of operation.

PART E KEY ISSUE CONDITIONS

TRAFFIC AND TRANSPORT

- E1 The CSSI must be designed, constructed and operated so that it does not adversely impact network connectivity, or the safety and efficiency of the transport system near the CSSI in a manner which is consistent with the impacts predicted in the documents referred to in **Condition A1**.
- E2 In relation to new or modified road, parking, pedestrian and cycle infrastructure, the CSSI must be designed:
- (a) in consultation with the relevant road authority;
 - (b) in consideration of existing and future demand, road safety and traffic network impacts;
 - (c) to meet relevant design, engineering and safety guidelines, including Austroads Guides; and
 - (d) is certified by an appropriately qualified and experienced person that the above matters have been appropriately considered.
- E3 An independent **Road Safety Audit(s)** must be undertaken by an appropriately qualified and experienced person in accordance with *Guidelines for Road Safety Audit Practices* (RTA, 2011), to assess the safety performance of any new or modified local road, parking, pedestrian and cycle infrastructure provided as part of the CSSI (including ancillary facilities) to ensure that the requirements of **Condition E2** are met. Audit findings and recommendations must be actioned and must be made available to the Secretary on request.
- E4 Where bus stops are required to be temporarily closed or relocated, such closure must not occur until bus stops of equivalent capacity, of comparable stop type and which meet accessibility standards (where practicable), are relocated within 400 metres walking distance of the existing bus stop and are operating, unless agreed otherwise with the Relevant Council(s) and bus services provider(s). Closure and relocation of bus stops during construction must be undertaken in consultation with the relevant bus service providers and relevant council(s). Wayfinding signage must be provided to direct commuters to relocated bus stops.

Construction Traffic and Access

- E5 Construction vehicles (including staff vehicles) associated with the CSSI must:
- (a) minimise parking or queuing on public roads and utilise the light rail corridor for construction vehicle and staff movements to the greatest extent practicable;
 - (b) not idle or queue in local residential streets;
 - (c) minimise use of routes on local roads that directly pass schools or childcare centres, or where no alternative route is available, restrict heavy vehicle movements between 8:00am and 9:30am and between 2:30pm and 4:00pm Monday to Friday, during the school term;
 - (d) not use local roads (including residential streets) to gain access to construction sites and compounds unless no alternatives are available. Construction sites must be accessed from arterial roads and the rail corridor used for transportation of construction materials and the like to work sites to the greatest extent practicable; and
 - (e) adhere to the nominated haulage routes identified in the **Construction Traffic, Transport and Access Management Plan** required under **Condition C3**.

Condition Reports

- E6 Current condition reports for all existing roads and all existing property and infrastructure in the road reserve where the physical condition is likely to be adversely affected during work must be prepared before commencement of such work. The report must state the current condition of the asset. A copy of the report must be provided to the asset owner no later than one month before the commencement of works of the CSSI.
- E7 If damage occurs to any item outlined in Condition E6 resulting from the works, aside from that resulting from normal wear and tear, the Proponent must either (at the asset owner's discretion):
- compensate the asset owner for the damage so caused. The amount of compensation may be agreed with the asset owner, but compensation must be paid even if no agreement is reached; or
 - rectify the damage so as to restore the item to at least the condition it was in pre-works. Any repairs must be completed before the commencement of CSSI operations.

Property Access

- E8 The Proponent must maintain access to all properties during construction and operation, unless otherwise agreed by the relevant property owner or occupier, and reinstate any access physically affected by the CSSI to at least an equivalent standard at no cost to the property owner, unless otherwise agreed with the property owner. The Proponent must provide copies of plans to the Secretary on request.
- E9 Access plans must be prepared and implemented for individual properties and accesses that will be impacted by construction and operation of the CSSI. The access plans must be developed in consultation with affected parties (property owner and/or occupier, as relevant) and the Proponent must make reasonable endeavours to obtain agreement from the relevant affected parties, and evidence of consultation demonstrating this must be provided to the Secretary on request. The access plans must establish:
- road and access closures and provision of alternative routes;
 - provision for pedestrian and cyclist access;
 - special event strategies;
 - provision of servicing and delivery requirements for loading zones and waste disposal;
 - access periods or alternative access arrangements for businesses, landowners or tenants affected by the CSSI;
 - strategies to maintain emergency and incident response access at all times;
 - potential future access strategies for the Westmead Hospital and Westmead Railway Station; and
 - access to taxi ranks and loading zones.

If access is not deemed to be adequate by the property owner and/or occupier and a dispute ensues, procedures and mechanisms must be followed in accordance with Condition B2.

Traffic Network Management

- E10 The Proponent must prepare and implement a Network Management Strategy for construction of the CSSI, in consultation with RMS, Sydney Coordination Office and Relevant Council(s) before impacts on the road network (including intersections) occur. The Strategy must determine appropriate measures to manage impacts to traffic identified in the documents listed in Condition A1, and must include:
- details of impacts to the network from road closures, directional changes, night works and traffic diversions;
 - details of further appropriate network/intersection modelling and analysis undertaken since the EIS and/or Submissions Report was prepared;

- (c) consideration of cumulative impacts from other construction projects;
- (d) details of the required intersection upgrades and traffic management measures by precinct to minimise the impacts identified above;
- (e) vehicular access changes;
- (f) special event management; and
- (g) changes to bus services.

The Strategy must focus on the management of construction related traffic impacts and be provided to the Secretary for information before [construction](#) commences.

Parking Management Strategy

E11 A **Parking Management Strategy** must be prepared before [permanent or long term loss of parking i.e. greater than three \(3\) months](#). The Strategy must be implemented in consultation with the relevant road authority and Relevant Council(s) to manage car parking impacts and kerbside parking access, particularly for the Westmead, Parramatta North, and Parramatta CBD precincts, as a result of the CSSI. The **Parking Management Strategy** must include, but not be limited to:

- (a) confirmation of the timing of the removal of on and off-street parking associated with the construction of the CSSI;
- (b) comprehensive parking surveys of all parking spaces to be removed to determine current demand during peak, off-peak, school drop-off and pick-up, and weekend periods;
- (c) assessment of the impacts of changes to on and off-street parking taking into consideration outcomes of consultation with affected stakeholders;
- (d) identification of measures to manage any reduction in parking including staged removal, resident parking schemes, managed staff parking arrangements, and provision of alternative parking arrangements for accessible and service spaces;
- (e) replacement parking for specific impacted kerbside uses (e.g. accessible parking and loading zones) within the local vicinity with consideration of the *Disability Discrimination Act 1992 (DDA) Public Transport Standards and the DDA Access Code (2010)*; and
- (f) monitoring on the efficacy of these measures, including potential unintended traffic impacts and contingencies in the event that the measures implemented are not adequate.

The **Parking Management Strategy** must be submitted to the Secretary for information and the results of monitoring reported in the **Operational Traffic, Transport and Access Performance Review** required by **Condition E18**.

Pedestrian and Cyclist Access

E12 Safe pedestrian and cyclist access must be maintained around work sites during construction. In circumstances where pedestrian and cyclist access is restricted or removed due to construction activities, an alternate equivalent route which complies with the relevant standards must be provided and signposted.

E13 Bicycle parking/rack facilities are required to be installed at all light rail stops within the Carlingford precinct, unless these facilities already exist.

Pedestrian and Cyclist Network and Facilities Strategy

E14 A **Pedestrian and Cyclist Network and Facilities Strategy** must be prepared in consultation with Relevant Council(s), RMS, Pedestrian Council of Australia and Bicycle NSW. The Strategy must identify safe and accessible pedestrian and cycle paths, during construction and operation, including facilitation of future cycle paths and dedicated cycleways as identified in the documents listed in **Condition A1**, state and local government plans, with the objective

of providing seamless, coherent, visible, and safe pedestrian and cycle access throughout and adjacent to the CSSI corridor. The Strategy must consider:

- (a) existing and proposed local and regional pedestrian and cycle facilities and strategies;
- (b) safety for pedestrians in pedestrianised zones;
- (c) alternative cycle routes during construction, based on safety and efficiency, and contingencies in the event that relocated routes are found to be inadequate;
- (d) pedestrian and cycle access, including local and regional pedestrian and bicycle connections;
- (e) demand for pedestrian and cycle facilities with consideration of measures to encourage an increased pedestrian and cycle mode share;
- (f) signage and way finding;
- (g) cycle storage facilities on light rail vehicles; and
- (h) the requirements of relevant design standards, including Austroads and NSW bicycle guidelines.

The **Pedestrian and Cyclist Network and Facilities Strategy** must be submitted to the Secretary before construction of pedestrian/cyclist permanent built works (including the Active Transport Link) commences and implemented to ensure that all works are operational no later than the commencement of CSSI operations.

Emergency Vehicle Access

- E15 The Proponent must maintain emergency vehicle access, in consultation with emergency services and NSW Health, to Westmead Hospital (along Hawkesbury Road) and between the two parts of the Cumberland Hospital site as long as patients continue to be located at each facility at all times throughout the life of the CSSI. Measures must be outlined in the relevant access plan required under **Condition E9**.

Access to Businesses

- E16 During works, the Proponent must ensure all practicable measures are implemented to maintain pedestrian and vehicular access to, and parking near, businesses and affected properties.
- E17 Alternative pedestrian and vehicular access, and servicing arrangements must be developed in consultation with affected businesses and implemented before the disruption. Adequate wayfinding to businesses must be provided before, and for the duration of, any disruption in consultation with the Relevant Council(s) and/or road authority and as outlined in the Business Activation Plan required by **Condition E110**. The Proponent must make reasonable endeavours to obtain agreement from the relevant affected parties, and evidence of consultation demonstrating this must be provided to the Secretary on request.

If access is not deemed to be adequate by the affected business and a dispute ensues, procedures and mechanisms must be followed in accordance with **Condition B2**.

Operational Traffic, Transport and Access Performance Review

- E18 The Proponent must prepare an **Operational Traffic, Transport and Access Performance Review** in consultation with RMS and Relevant Council(s). The monitoring and review shall be undertaken outside a school holiday period one month and twelve months after the commencement of CSSI operations. The review shall include, but not necessarily be limited to:
- (a) collection of traffic count data from key signalised intersections;
 - (b) monitoring of changes to traffic flows, pedestrian flows, bus network changes and infrastructure associated with the CSSI;
 - (c) results of monitoring and performance of traffic flows, pedestrian flows, bus network changes and infrastructure associated with the CSSI;

- (d) details of any complaints received relating to traffic, transport and access impacts; and
- (e) an assessment of the performance and effectiveness of the traffic, transport and access management and mitigation measures comparing actual network performance against modelled network performance.

E19 The **Operational Traffic, Transport and Access Performance Review** must be submitted to the Secretary, for information, and the relevant road authorities within one month of its completion. If the assessment indicates ongoing traffic, transport and access issues attributable to the CSSI (such as from intersection level of service, queue lengths, road safety, and other relevant parameters of performance), which are not consistent with the outcomes predicted in the documents listed in **Condition A1**, the Proponent must implement additional measures to mitigate these impacts in consultation with the relevant road authority.

NOISE AND VIBRATION

Land Use Survey

E20 A detailed land use survey must be undertaken to confirm sensitive receivers (including critical working areas such as operating theatres, precision laboratories housing sensitive equipment and drama theatres) potentially exposed to construction noise and vibration, construction ground-borne noise and operational noise and vibration. The survey may be undertaken on a progressive basis but must be undertaken in any one area before the commencement of works which generate construction or operational noise, vibration or ground-borne noise in that area. The results of the survey must be used to develop the **Noise and Vibration Management Sub-Plan** required by **Condition C3** and **Construction Noise and Vibration Impact Statements** required by **Condition E42**.

Hours of Works

- E21 Works must be undertaken during the following hours:
- (a) 7:00am to 6:00pm Mondays to Fridays, inclusive;
 - (b) 8:00am to 12:00pm Saturdays; and
 - (c) at no time on Sundays or public holidays.
- E22 Notwithstanding **Condition E21**, and with the exception of 'Eat Street', works may be undertaken during the following hours:
- (a) 6:00pm to 7:00pm Mondays to Fridays, inclusive; and
 - (b) 12:00pm to 6:00pm Saturdays.
- E23 Notwithstanding **Condition E21**, works may be undertaken in the Camellia and Rosehill precincts (east of James Ruse Drive) and the Carlingford precinct (from Parramatta River to Victoria Road) 24 hours a day, seven days a week provided that sensitive receivers are not affected by noise levels of greater than 5 dBA above the rating background level at any residence in accordance with the *Interim Construction Noise Guideline* (DECC, 2009), between 10.00pm and 7.00am.
- E24 Construction outside the hours identified in **Condition E21** along 'Eat Street' must be established through consultation with affected businesses as outlined in the Business Activation Plan required by **Condition E110**.
- E25 Works may be undertaken outside of the hours defined in **Conditions E21 to E22**, as applicable, but only if one or more of the following applies:
- (a) for the delivery of materials required by the NSW Police Force or other authority for safety reasons; or
 - (b) where it is required in an emergency to avoid injury or the loss of life, to avoid damage or loss of property or to prevent environmental harm; or

- (c) where different hours of works are permitted or required under an EPL in force in respect of the CSSI; or
- (d) works approved under an **Out-of-Hours Work Protocol** for works not subject to an EPL; or
- (e) construction that causes $L_{Aeq(15 \text{ minute})}$ noise levels:
 - i) no more than 5 dB(A) above the rating background level at any residence in accordance with the *Interim Construction Noise Guideline* (DECC, 2009), and
 - ii) no more than the 'Noise affected' noise management levels specified in Table 3 of the *Interim Construction Noise Guideline* (DECC, 2009) at other sensitive land uses, and
 - iii) no more than 15dBA above the night-time rating background level at any residence during the night time period, when measured using the LA1(1 minute) noise descriptor, and
 - iv) continuous or impulsive vibration values, measured at the most affected residence are no more than the maximum values for human exposure to vibration, specified in Table 2.2 of *Assessing Vibration: a technical guideline* (DEC, 2006), and
 - v) intermittent vibration values measured at the most affected residence are no more than the maximum values for human exposure to vibration, specified in Table 2.4 of *Assessing Vibration: a technical guideline* (DEC, 2006).

Emergency Works

E26 On becoming aware of the need for emergency construction works, the Proponent must notify the ER of the need for those activities or works. The Proponent must also use best endeavours to notify all affected sensitive receivers of the likely impact and duration of those works.

Highly Noise Intensive Works

E27 Except as permitted by an EPL, or through the **Out-of-Hours Work Protocol**, Highly Noise Intensive Works that result in an exceedance of the applicable NML at the same sensitive receiver must only be undertaken:

- (a) between the hours of 8:00 am to 6:00 pm Monday to Friday;
- (b) between the hours of 8:00 am to 1:00 pm Saturday; and
- (c) in continuous blocks not exceeding three (3) hours each with a minimum respite from those activities and works of not less than one (1) hour between each block.

For the purposes of this condition, 'continuous' includes any period during which there is less than a one (1) hour respite between ceasing and recommencing any of the work that are the subject of this condition.

Note: A trial period of the Highly Noise Intensive Work undertaken with the approval of the Out of Hours Work Protocol may be established.

Out of Hours Works Protocol

E28 An **Out-of-Hours Work Protocol** must be prepared to identify a process for the consideration, management and approval of works which are outside the permitted hours defined in **Conditions E21 to E22**, where an EPL does not apply. The Protocol must be approved by the Secretary before commencement of out-of-hours works. The Protocol must be prepared and implemented in consultation with AA. The Protocol must:

- (a) provide a process for the consideration of out-of-hours works against the relevant noise and vibration criteria;
- (b) provide a process for the identification and implementation of mitigation and management measures for residual impacts, in consultation with the community at each affected location, consistent with the requirements of **Condition E39**;
- (c) identify an approval process that considers the risk level of activities (in accordance with AS/NZS ISO 31000:2009 "Risk Management"), proposed mitigation, management, and coordination, including where:

- i) low and moderate risk activities can be approved by the ER in consultation with the AA, and
- ii) high risk activities that are approved by the Secretary; and
- (d) identify Department and community notification arrangements for approved out of hours works, which will be detailed in the Communication Strategy.

*Note: This condition does not apply where work is required for an emergency (as defined in **Condition E25 (b)**).*

- E29 Out-of-hours works that may be regulated through an EPL or the **Out of Hours Work Protocol** as per **Condition E28** include, but are not limited to:
- (a) carrying out works that during standard hours would result in a high risk to construction personnel or public safety, based on a risk assessment carried out in accordance with AS/NZS ISO 31000:2009 "Risk Management"; or
 - (b) the relevant road authority has advised the Proponent in writing that carrying out the works and activities during standard hours would result in a high risk to road network operational performance and a road occupancy licence will not be issued; or
 - (c) the relevant utility service operator has advised the Proponent in writing that carrying out the works and activities during standard hours would result in a high risk to the operation and integrity of the utility network; or
 - (d) where the TfNSW Transport Management Centre (or other road authority) has advised the Proponent in writing that a road occupancy licence is required and will not be issued for the works or activities during the hours specified in Condition E21 and Condition E22; or
 - (e) where Sydney Trains (or other rail authority) has advised the Proponent in writing that a Rail Possession is required.

Construction Noise Mitigation Measures

- E30 Mitigation measures must be applied to construction activities that are predicted to result in the following residential ground-borne noise levels being exceeded as a result of the CSSI:
- (a) Evening (6.00pm to 10.00pm) – internal $L_{Aeq(15\text{ minute})}$: 40 dBA; and
 - (b) Night (10.00pm to 7.00am) – internal $L_{Aeq(15\text{ minute})}$: 35 dBA.

The mitigation measures must be outlined in the **Construction Noise and Vibration Management Sub-Plan** and the **Out of Hours Works Protocol**.

- E31 Noise generating works near places of worship, educational institutions and noise and vibration-sensitive businesses and critical working areas (such as theatres, laboratories, operating theatres, and mental health services and accommodation) must not be timetabled within sensitive periods, unless otherwise agreed with the affected institutions, and at no cost to the affected institution. This must be determined through ongoing consultation with the community during construction.
- E32 The Proponent must consult with proponents or applicants of other State Significant development and infrastructure works near the CSSI and take reasonable steps to coordinate works to minimise cumulative impacts of noise and vibration and maximise respite for affected sensitive receivers.
- E33 Construction noise mitigation measures must be implemented in accordance with Tables 4, 5, 6 and 7 of TfNSW's *Construction Noise and Vibration Strategy* (2018), regardless of the number of sensitive receivers impacted.
- E34 Piling activities that affect sensitive receivers must be undertaken using quieter alternative methods than impact or percussion piling, such as bored piles or vibrated piles, where practicable.
- E35 Nothing in this approval permits blasting for construction of the CSSI.

Construction Noise Mitigation – Respite

- E36 The Proponent must provide respite periods for sensitive receivers where any construction activity during the hours specified in **Condition E21** results in noise levels that exceed the Highly Noise Affected Level of 75 dB ($L_{Aeq,15 \text{ minute}}$).
- E37 Where works are undertaken outside hours specific in **Condition E21 and E22** and construction noise levels exceed 65 dB(A) $L_{Aeq, (15 \text{ mins})}$ at the façade of the building of a residential receiver, the Proponent must only work 4 nights in any 7 day period. The 4 nights worked must be informed by community consultation referenced in **Condition E39**.

Outcomes of the community consultation, the identified works and respite periods and the scheduling of the likely out-of-hour works must be provided to the AA, ER and the Secretary for information.

Relocation of work following 4 nights of works in any 7 day period must be sufficiently removed so as to provide clear respite of 3 days. Works in areas of respite must be subject to noise levels of no more than 5 dB(A) above the rating background level at any residence in accordance with the *Interim Construction Noise Guideline* (DECC, 2009).

The requirements of this condition may be varied with the approval of the Secretary following the Secretary's review of community consultation outcomes, construction noise and vibration impacts and the implementation of noise management and mitigation measures.

- E38 All works undertaken for the delivery of the CSSI, including those undertaken by utility contractors, must be coordinated to ensure respite, including the respite required by **Condition E37**. The Proponent must:
- schedule any works to provide respite to impacted noise sensitive receivers so that all respite periods are achieved; or
 - consider the provision of alternative mitigation, including the provision of at receiver treatments and alternative accommodation to impacted noise sensitive receivers; and
 - provide documentary evidence to the AA in support of any decision made by the Proponent in relation to respite or mitigation.
- E39 In order to undertake out-of-hours work described in **Condition E25(c) and (d)**, the Proponent must identify appropriate work and respite periods for the works in consultation with the community at each affected precinct at three monthly intervals. This consultation must be ongoing and include (but not be limited to) providing the community with:
- a schedule of likely out-of-hours work for a period of no less than two (2) months for medium to high risk work (as defined in the **Out-of-Hours Work Protocol (Condition E28)**);
 - a schedule of likely out-of-hours work for a period of no less than seven (7) days for low risk work (as defined in the **Out-of-Hours Work Protocol (Condition E28)**);
 - the potential works, location and duration;
 - the noise characteristics and likely noise levels of the works; and
 - likely mitigation and management measures.

The Proponent shall consider and respond to the affected community's preference for alternative hours and/or durations.

The outcomes of the community consultation, the identified respite periods and the scheduling of the likely out-of-hour works must be provided to the AA, ER and the Secretary.

- E40 The provision of respite periods does not preclude the application of other construction noise management measures, including the provision of at receiver treatments and or alternate accommodation.

Workplace Health and Safety for Nearby Workers

E41 At no time can noise generated by construction exceed the National Standard for exposure to noise in the occupational environment of an eight-hour equivalent continuous A-weighted sound pressure level of $L_{Aeq,8h}$, of 85dB(A) for any employee working at a location near the CSSI.

Construction Noise and Vibration Impact Statements

E42 **Construction Noise and Vibration Impact Statements** must be prepared and implemented for each construction site before construction noise and vibration impacts commence and include specific mitigation measures identified through consultation with affected sensitive receivers. Each **Construction Noise and Vibration Impact Statement** will supplement the **Noise and Vibration Management Sub-Plan** and must specifically address each of the major construction sites and must include but not be limited to:

- (a) a description of the proposed activities;
- (b) predicted noise and vibration levels based on background noise levels;
- (c) examination of alternative methods of construction that would potentially reduce noise and vibration if the potential noise and vibration exceeds the relevant criteria;
- (d) description and commitment to work practices which limit noise and vibration;
- (e) description of specific noise and vibration mitigation treatments and time restrictions, including respite periods, duration, and frequency;
- (f) justification for any activities to be undertaken outside the specified construction hours defined in **Conditions E21 and E22**;
- (g) internal noise audit systems including recording of daily hours of construction, progressive impact assessments as work proceeds, conducting informal checks by the **AA**, providing active and communication links to Council and surrounding residents and sensitive receivers;
- (h) assessment of potential noise from the proposed construction methods including noise from construction vehicles and noise impacts from required traffic diversions;
- (i) community consultation and notification;
- (j) all reasonable and feasible measures including adopting the least noisy available construction methods, systems and equipment;
- (k) additional noise and vibration mitigation measures as negotiated with affected residents and other sensitive receivers.

Note: Existing noise levels, pre-construction noise levels, or the like for the purposes of identifying rating background noise levels, noise management levels and construction noise impacts are noise levels that do not include any other construction related noise.

Vibration

E43 The Proponent must conduct vibration testing before and during vibration generating activities that have the potential to impact on heritage items to identify minimum working distances to prevent cosmetic damage. In the event that the vibration testing and monitoring shows that the preferred dose values for vibration are likely to be exceeded, the Proponent must review the construction methodology and, if necessary, implement additional mitigation measures.

E44 The Proponent must seek the advice of a heritage specialist on methods and locations for installing equipment used for vibration, movement and noise monitoring of heritage-listed structures.

Building Condition Survey

E45 Before commencement of any **construction**, and with the agreement of the landowner, a structural engineer must undertake building condition surveys of all buildings identified in the documents listed in **Condition A1** as being at risk of damage. The results of the surveys must

be documented in a **Building Condition Survey Report** for each building surveyed. Copies of **Building Condition Survey Reports** must be provided to the landowners of the buildings surveyed, and if agreed by the landowner, the relevant Council within three weeks of completing the surveys and no later than one month before the commencement of construction.

- E46 After completion of construction and with the agreement of the landowner, **Building Condition Surveys** of all buildings for which building condition surveys were undertaken in accordance with **Condition E45** of this approval must be undertaken by a structural engineer. The results of the surveys must be documented in a **Building Condition Survey Report** for each building surveyed. Copies of **Building Condition Survey Reports** must be provided to the landowners of the buildings surveyed, and if agreed by the landowner, the relevant Council within three weeks of completing the surveys and no later than three (3) months following the completion of construction.
- E47 Any physical damage caused to a property as a result of the CSSI shall be rectified or the property owner compensated, within a timeframe agreed to by the property owner with the costs borne by the Proponent. This condition is not intended to limit any claims that the property owner may have against the Proponent.

Operational Noise Mitigation Measures

Noise Mitigation - Operational Noise Mitigation Measures

- E48 The Proponent must prepare an **Operational Noise and Vibration Review (ONVR)** to confirm noise and vibration mitigation measures that would be implemented for the operation of the CSSI. The ONVR must be prepared in consultation with the Department, relevant council(s), other relevant stakeholders and the community and must:
- identify specific noise and vibration criteria applicable to each component of the CSSI;
 - predict the operational noise and vibration levels at affected receivers;
 - identify the proposed mitigation measures to be used to meet the applicable noise and vibration criteria;
 - ensure uncertainties in the design process (e.g. engineering performance tolerances, modelling assumptions, transmission path assumptions etc) are identified and conservatively quantified; and
 - include a consultation strategy with directly affected receivers on mitigation measures.

Where the noise and vibration criteria cannot be achieved, the assessment shall present an analysis of reasonable and feasible noise and vibration mitigation measures, and the 'best practice' achievable noise and vibration outcome for each component of the CSSI.

The **ONVR** is to be verified by a suitably qualified and experienced noise and vibration expert. The **ONVR** is to be undertaken at the Proponent's expense and submitted to the Secretary for approval before the implementation of mitigation measures.

The Proponent must implement the identified noise and vibration control measures and make the **ONVR** publicly available.

- E49 Noise mitigation measures as identified in **Condition E48** that will not be physically affected by works must be implemented within eighteen (18) months of the commencement of construction in the vicinity of the impacted receiver to minimise construction noise impacts, and detailed in the **Construction Noise and Vibration Management Sub-plan** for the CSSI.

Operational Noise from Light Rail Services

- E50 The CSSI must be designed and operated with the objective of not exceeding the air-borne and ground-borne noise trigger levels as defined in the *Rail Infrastructure Noise Guideline* (EPA, 2012) and the vibration levels defined in the *Assessing Vibration: A Technical Guideline* (DEC, 2006).
- E51 The Proponent must reassess operational noise impacts from the CSSI in accordance with the *Rail Infrastructure Noise Guideline* (EPA, 2012) and in addition, if light rail service frequencies increase as part of normal operations (i.e. excluding special events) within the first 10 years of operation. More frequent services are defined as:
- a light rail service more frequent than one every 10 minutes between 5.00am and 7.00am Monday to Friday; or
 - a light rail service more frequent than one every 7.5 minutes between 7.00am and 7.00pm Monday to Friday; or
 - a light rail service more frequent than one every 15 minutes between 11.00pm and 1.00am Monday to Friday; or
 - a light rail service more frequent than one every 15 minutes between 5.00am and 7.00am and 11.00pm and 1.00am on weekends and public holidays; or
 - a light rail service more frequent than one every 10 minutes between 7.00am and 11.00pm on weekends and public holidays.

If the reassessment shows that the trigger levels are exceeded, reasonable and feasible mitigation measures shall be identified in consultation with the affected property owner. Any required mitigation measures shall be implemented before the change to service frequency.

Operational Noise from Stationary Sources

- E52 Noise emanating from stationary sources must comply with the noise limits at the nearest sensitive receivers in accordance with the *Noise Policy for Industry* (2017) or as specified in **Table E1** and **Table E2**. Noise generated from these facilities must also include associated traffic movements.

Table E1: Operational Noise Limits for the Camellia Stabling and Maintenance Facility at Sensitive Receivers (dBA)

Day L _{Aeq} (15 min)	Evening L _{Aeq} (15 min)	Night L _{Aeq} (15 min)	Night (sleep disturbance) L _{Amax}
52	48	46	56

Table E2: Operational Noise Limits for Substations at Sensitive Receivers (dBA)

Location	L _{Aeq} (15 min) at all Times	Receiver Description
TPS1 – Westmead Station Stop	65	Commercial
	47	Residential
TPS2 – Factory Street Stop	65	Commercial
	42	Residential
TPS3 – Barrack Lane	65	Commercial
TPS4 – Camellia Stop	65	Commercial
TPS5 – Dundas Stop	65	Commercial
	40	Residential
TPS6 – Adderton Road	36	Residential
TPS7 – Carlingford Stop	65	Commercial
	44	Residential
TPS8 – Colquhoun Street	65	Commercial

Note: The design of the Camelia Stabling and Maintenance Facility must demonstrate consideration of the relevant criteria for the future land use proposed under the Camellia Masterplan, where sufficient detail is available at the time of design.

E53 Where practicable, audible alarm systems at the stabling facility are required to be non-tonal, and any permanent vehicles on site are required to be fitted with non-tonal reversing alarms.

Operational Noise from Rail Traffic (adjacent to existing T6 Carlingford rail corridor – Carlingford to Camellia)

E54 Ground-borne noise from rail traffic must not result in increases in existing noise levels by 3 dBA or more and exceedances of the criteria outlined in **Table E3** at the nearest receiver. If exceedances are identified, the Proponent must implement mitigation measures which may include at-receiver property treatments:

Table E3: Operational Noise Trigger Levels for Sensitive Receivers adjacent to the Carlingford Corridor (dBA)

Receiver type	Time of day	Internal Noise Trigger Level (dBA)
Residential	Daytime 7.00am to 10.00pm	40 L _{ASmax} ¹
	Night time 10.00pm to 7.00am	35 L _{ASmax}
Schools, educational institutions, places of worship	When in use	40-45 L _{ASmax} ²
Medical	When in use	35 L _{ASmax} ¹
Public buildings	When in use	40 L _{ASmax} ¹
Theatres	When in use	NR 25 ³

General Note: Ground-borne noise level values are relevant only where they are higher than the airborne noise from railways and where the ground-borne noise levels are expected to be, or are, audible within habitable rooms (RING, EPA 2013).

Note 1: L_{ASmax} refers to the maximum noise level not exceeded for 95 percent of rail pass-by events and is measured using the 'slow' response setting on a sound level meter.

Note 2: The lower value of the range is applicable where low internal noise levels are expected, such as in areas assigned to studying, listening and praying.

Note 3: NR curves are used for rating noise levels and are a set of octave band curves which provide limiting sound pressure level values. NR 15 is equivalent to approximately 20 dBA and NR 25 is approximately 30 dBA.

Operational Noise from Rail Traffic (outside existing T6 Carlingford rail corridor – Camellia to Westmead)

E55 Ground-borne noise from rail traffic must not exceed the criteria outlined in Table E4 as measured at the nearest receiver. If exceedances are identified, the Proponent must implement mitigation measures which may include at-receiver property treatments:

Table E4: Operational Noise Trigger Levels for Sensitive Receivers between Camellia and Westmead (dBA)

Receiver type	Time of day	Internal Noise Trigger Level (dBA)
Residential	Daytime 7.00am to 10.00pm	40 L_{ASmax}^1
	Night time 10.00pm to 7.00am	35 L_{ASmax}
Schools, educational institutions, places of worship	When in use	40–45 L_{ASmax}^2
Medical	When in use	35 L_{ASmax}^1
Public buildings	When in use	40 L_{ASmax}^1
Theatres	When in use	NR 25 ³

General Note: Ground-borne noise level values are relevant only where they are higher than the airborne noise from railways and where the ground-borne noise levels are expected to be, or are, audible within habitable rooms (RING, EPA 2013).

Note 1: L_{ASmax} refers to the maximum noise level not exceeded for 95 percent of rail pass-by events and is measured using the 'slow' response setting on a sound level meter.

Note 2: The lower value of the range is applicable where low internal noise levels are expected, such as in areas assigned to studying, listening and praying.

Note 3: NR curves are used for rating noise levels and are a set of octave band curves which provide limiting sound pressure level values. NR 15 is equivalent to approximately 20 dBA and NR 25 is approximately 30 dBA.

Operational Noise from Ancillary Systems

E56 The Proponent must ensure that, unless they are required for safety reasons, no public-address system is to be used as part of normal operations of the CSSI. Any emergency public address system must be designed to minimise noise spillage from the site. Speakers must be installed with their pointing axis directed away from residential buildings and sensitive receivers unless otherwise specified in the **Operational Noise and Vibration Management Sub-Plan**.

E57 Testing of warning bells in the stabling and maintenance facility must be undertaken in an enclosed space or with all doors of the facility closed. No testing of warning bells is permitted to take place at the stabling facility unless it meets the noise goals (including for sleep disturbance) outlined in the *Noise Policy for Industry (2017)* at the nearest residential receiver as outlined in **Condition E52**.

Operational Noise and Vibration Compliance Monitoring

E58 The Proponent must undertake noise and vibration monitoring to assess noise from the light rail, ancillary facilities and stationary sources and the adequacy of noise mitigation measures to demonstrate compliance with the noise and vibration limits and/or goals specified in this approval. This must be developed in consultation with the EPA and Relevant Council(s) and be undertaken within six months of the commencement of operation of the CSSI. A **Noise and Vibration Compliance Assessment Report** providing the results of the monitoring must be submitted to the Secretary and Relevant Council(s), for information, within one month of its completion. The report must also detail any complaints received relating to operational noise and vibration impacts in the preceding six months. If the report indicates an exceedance of the limits and/or goals specified in this approval, the Proponent must implement additional measures to mitigate these exceedances in consultation with affected property owners and/or occupiers.

- E59 In the event of a change to the frequency of services outlined in **Condition E51**, the Proponent must monitor noise and vibration to assess the adequacy of implemented mitigation measures against the limits and/or goals specified in this approval and present these in an updated **Noise and Vibration Compliance Assessment Report**. If the monitoring indicates an exceedance of the noise and vibration limits and/or goals specified, the Proponent must implement further measures to mitigate these exceedances in consultation with affected property owners and/or occupiers. A copy of the updated **Noise and Vibration Compliance Assessment Report** must be submitted to the Secretary, for information, within one month of its completion.

HERITAGE

- E60 The Proponent must not destroy, modify or otherwise physically affect heritage items (including Aboriginal objects), outside of the CSSI footprint.
- E61 Nothing in this approval permits the Proponent to harm, modify, or otherwise impact human remains uncovered during the construction and operation of the CSSI.
- E62 An **Unexpected Heritage Finds Procedure** must be:
- (a) prepared to manage unexpected heritage finds in accordance with any guidelines and standards prepared by the Heritage Council of NSW or OEH; and
 - (b) certified by a suitably qualified and experienced archaeologist or heritage specialist.

The Procedure must be included in the **Heritage Management Sub-plan** required by **Condition C3**.

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

- E63 The **Unexpected Heritage Finds Procedure**, as submitted to the Secretary, must be implemented for the duration of construction and during operational maintenance works.
- E64 The Proponent must prepare a **Heritage Interpretation Strategy** before work (excluding archaeological excavation required under **Conditions E70 and E71**) which impacts on the items identified below commence which identifies and interprets the heritage values and stories of Aboriginal and non-Aboriginal heritage items, archaeology and heritage conservation areas associated with the CSSI.

The Heritage Interpretation Strategy must be prepared and implemented in consultation with OEH and the Heritage Council of NSW (or its delegate). The Heritage Interpretation Strategy must be submitted to the Secretary for information and include, but not be limited to a discussion of the key interpretive themes, stories, archaeological results, and messages proposed to interpret the history and significance of affected heritage items and heritage conservation areas including:

- (a) Parramatta Female Factory and Institutions Precinct within the Cumberland District Hospital Group
- (b) Lennox Bridge;
- (c) St Patrick's Roman Catholic Cemetery;
- (d) The Convict Lumberyard (Arthur Phillip High School site)
- (e) Ancient Aboriginal and Early Colonial Landscape (Robin Thomas Reserve);
- (f) Queen's Wharf Reserve and stone wall and potential archaeological site;
- (g) Dundas Railway Station Group;

- (h) Prince Alfred Square (and potential archaeological site);
- (i) Royal Oak Hotel and stables (and potential archaeological site);
- (j) Clyde Carlingford Rail Bridge abutments (Northern); and
- (k) Clyde Carlingford Rail Bridge abutments (Southern)

E64A Within six months of the completion of any archaeological excavation and archival recording, the Heritage Interpretation Strategy in **Condition E64** must be updated to include any additional heritage items identified and their interpretation.

Note: Archaeological excavation and archival recording includes but is not limited to that required by Conditions E70 and ~~E71~~E79 inclusive.

E65 Identified impacts to heritage items and heritage conservation areas must be minimised through both detailed design and construction in consultation with the Heritage Council (or its delegate). The measures to manage this must be detailed in the **Heritage Management Sub-Plan** required by **Condition C3**.

Non-Aboriginal Heritage

E66 The Proponent must not destroy, modify or otherwise physically affect any structures within the Cumberland District Hospital Group or the curtilage of the Parramatta Female Factory and Institutions Precinct, except as identified in the documents listed in **Condition A1**.

E67 The proponent must prepare an analysis of alternatives to demolition of CHIP Hostel No. 1 before the commencement of construction in Cumberland Hospital (East Campus) or any work in the Fleet/Factory street intersection which would preclude consequential rail realignment if the CHIP Hostel No. 1 were retained. The analysis must be submitted to the Secretary stating a preferred option for approval. If demolition of the CHIP Hostel No. 1 is proposed, justification must be provided which considers the following guidelines included in the *Parramatta North Urban Transformation Consolidated Conservation Management Plan* (UrbanGrowth NSW, 2017):

- (a) that there is no prudent or feasible alternative;
- (b) demolition would result in no or minimal impacts on the heritage significance of the place or the wider Parramatta North Historic Sites; and
- (c) demolition would be of an overall benefit to the heritage significance of the place and the wider Parramatta North Historic Sites.

Nothing in this approval permits the demolition of the CHIP Hostel No. 1 without the written approval of the Secretary.

E68 The detailed design of the CSSI must have regard to the following heritage items to ensure that the design respects and responds to the heritage value of the items:

- (a) Lennox Bridge;
- (b) Cumberland District Hospital Group;
- (c) St Patrick's Roman Catholic Cemetery;
- (d) Prince Alfred Square (and potential archaeological site);
- (e) Ancient Aboriginal and Early Colonial Landscape (Robin Thomas Reserve);
- (f) Queen's Wharf Reserve and stone wall and potential archaeological site and
- (g) Dundas Railway Station Group.

E69 Before installing acoustic treatment at any heritage item identified in the documents listed in **Condition A1** the advice of a suitably qualified heritage architect or heritage engineer with specific experience in built heritage must be obtained and implemented to ensure any such work does not have an adverse impact on the heritage significance of the item.

Heritage Archival Recording and Salvage

- E70 The Proponent must prepare a **Heritage Archival Recording and Salvage Report**, including photographic recording of heritage items which have been identified for demolition or modification in the documents referred to in **Condition A1** and outline the salvage to be undertaken from these items.

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

Within 12 months of completing the archival recording, or as otherwise agreed with the Secretary, the Proponent must submit the **Heritage Archival Recording and Salvage Report** to the Department, the OEH, Heritage Council of NSW, Relevant Council(s), relevant local libraries and local historical societies in the local government area.

- E71 The Proponent must salvage material from heritage items identified in **Condition E70**. Following archival recording, the Proponent must identify options for sympathetic reuse of salvaged material (including integrated heritage displays) on the project or for other options for repository, reuse and display. Suitable repository location(s) must be established in consultation with Relevant Council(s) (or Registered Aboriginal Parties, where relevant). For any State Heritage-listed items or elements suitable for salvage, suitable repository location(s) must be determined in consultation with the Heritage Division of the OEH.

Any residual items and materials (where appropriate) are to be made available, through a process to be developed by the Proponent in consultation with the relevant council(s), to landowners within the locality from where the material originated.

Historical Archaeology

- E72 Before works within **Zones 1 and 2** Historical Archaeological Management Unit (HAMU), the Proponent must engage a suitably qualified archaeologist whose experience complies with the NSW Heritage Council's *Criteria for Assessment of Excavation Directors* (July, 2011) (referred to as the Excavation Director) to oversee and advise on matters associated with historical archaeology (i.e. non-Aboriginal) and to prepare a **Historical Archaeological Research Design and Excavation Methodology**.

Where the unexpected heritage finds procedure required by **Condition E62** is triggered in a zone 3 location, the Excavation Director must oversee its implementation.

- E73 The **Historical Archaeological Research Design and Excavation Methodology** must be submitted to the Heritage Council of NSW (or its delegate) for review and comment before finalisation. The **Historical Archaeological Research Design and Excavation Methodology** must:
- (a) be consistent with NSW Heritage Council Guidelines including:
 - i) Archaeological Assessments (1996);
 - ii) Assessing Significance for Historical Archaeological Sites and Relics (2009),
 - iii) Skeletal Remains (1998), and
 - iv) Historical Archaeological Code of Practice (2009);
 - (b) include provision for early physical investigation of areas of impact identified as likely to contain State significant archaeology in the research design to inform detailed design in these areas to avoid State significant archaeology. This must include, but not be limited to:
 - i) St Patrick's Roman Catholic Cemetery;
 - ii) Ancient Aboriginal and Early Colonial Landscape / Robin Thomas Reserve; and
 - iii) The Parramatta Town Drains (where these alignments are unclear);

- (c) provide for the detailed analysis of any archaeological relics discovered during the investigations;
- (d) include management options for discovered archaeological relics (including options for avoidance, salvage, and display or interpretation);
- (e) include procedures for notifying the Heritage Council of NSW (or its delegate) and Secretary of any relic as required under s146 of the *Heritage Act 1977*; and
- (f) if the findings of the investigations are significant, provide for the preparation and implementation of a heritage interpretation strategy.

E74 Where excavation works are required in the vicinity of potential archaeological sites, the Excavation Director must be present to advise on archaeological issues and oversee excavation works. The Excavation Director must be given the authority to advise on the duration and extent of oversight required during excavation.

E75 In the event that **non-Aboriginal or post-contact** archaeological relics are discovered, the Proponent must prepare an **Archaeological Excavation Report** containing the findings of any excavations, including artefact analysis and the identification of a final repository of any relics. The report must be submitted to the Secretary, for information, within 12 months of completing all archaeological investigations, unless otherwise agreed with the Secretary. The **Archaeological Excavation Report** must also be submitted to the NSW Heritage Council, the local library and the local Historical Society in the local government area. A copy of the **Archaeological Excavation Report** must be provided with the relics.

Aboriginal Heritage

E76 The Proponent must not harm, modify or otherwise impact Aboriginal objects associated with the CSSI except as authorised by this approval.

E77 Where previously unidentified Aboriginal objects are discovered during construction of the CSSI, all work should stop in the affected area and a suitably qualified and experienced Aboriginal heritage expert should be contacted to provide specialist heritage advice. The measures to consider and manage this process must be specified in the **Heritage Management Sub-Plan** required by **Condition C3** and, where relevant, include registration in the OEH's Aboriginal Heritage Information Management System (AHIMS) register.

E78 **The Excavation Director must oversee and advise on work in the following locations:**

- (a) Cumberland Hospital East;
- (b) Harris Street Footpath / Robin Thomas Reserve;
- (c) PLR AFT 2; and
- (d) Sydney Turf Club Carpark.

*Note: Work in the locations referenced in **Condition E78 (a) - (d)** that impacts Aboriginal archaeological sites is construction as defined in this approval. Any mitigation and salvage measures required to manage or mitigate impacts must be specified in the Heritage Management Sub-plan required by **Condition C3**.*

E79 Any Aboriginal objects discovered must be identified in the **Heritage Interpretation Strategy** required by **Condition E64** and, where relevant, include registration in the OEH's Aboriginal Heritage Information Management System (AHIMS) register.

URBAN DESIGN AND VISUAL AMENITY

E80 The Proponent must design and construct the CSSI in a manner that reduces visual and heritage setting impacts and ensures consolidation and rationalisation of kerbside infrastructure to avoid visual clutter.

- E81 Operational safety requirements must form an integral part of the design process and be considered throughout the detailed design to avoid the need for later additions that unduly compromise the urban design objectives as set out in the **Urban Design Requirements Report** specified in **Condition E87**.
- E82 Nothing in this approval permits advertising on any element of the CSSI.
- E83 The Proponent must design and construct the CSSI in a manner that minimises opportunities for graffiti.
- E84 The Proponent must investigate the feasibility of wire-free running along 'Eat Street', across Lennox Bridge, past Riverside Theatres and Prince Alfred Park and through the Parramatta North precinct with the objective of minimising visual impacts to the heritage values and physical impacts to the heritage fabric of these items. The Proponent must provide the results of the feasibility investigation to the Secretary, for information, before construction commences in these locations. If a decision is made not to provide wire-free running in the identified locations, supporting evidence must be provided in the feasibility assessment.
- E85 The Proponent must investigate the feasibility of grass track treatment running through the Parramatta North precinct and Ancient Aboriginal and Early Colonial Landscape/Robin Thomas Reserve with the objective of minimising visual impacts to the heritage values and physical impacts to the heritage fabric of these items. The Proponent must provide the results of the feasibility investigation to the Secretary, for information, before construction commences in these locations. If a decision is made not to provide grass track treatment in the identified locations, supporting evidence must be provided in the feasibility assessment.
- E86 The CSSI must be constructed in a manner that minimises visual impacts resulting from construction sites, including protecting and retaining existing vegetation around the perimeter of compound sites, providing temporary landscaping and screening where appropriate to soften views of the construction sites and minimising light spill to adjacent residential areas.

Urban Design Requirements Report

- E87 The Proponent must prepare and implement an **Urban Design Requirements Report** for public domain, architecture, landscape architecture, identity and place making with a specific focus on stop access and design. The **Urban Design Requirements Report** must consider crime prevention through environmental design principles and relevant design standards such as:
- (a) *Better Placed* (NSW Government Architect, 2017);
 - (b) *Greener Places* (NSW Government Architect, 2018);
 - (c) *Guidelines for the Development of Public Transport Interchange Facilities* (Ministry of Transport, 2008);
 - (d) *Water Sensitive Urban Design, NSW Sustainable Design Guidelines Version 4* (TfNSW, 2017);
 - (e) *AS4282-1997 Control of the obtrusive effects of outdoor lighting*; and
 - (f) relevant agency and Council design standards including those set out in the Parramatta Strategic Planning Framework.

The Urban Design and Requirements Report must incorporate:

- (g) design principles and objectives;
- (h) identification of relevant land use changes, masterplans and initiatives;
- (i) analysis and mapping of local context and character; and
- (j) analysis and mapping of transport and land use integration and system functionality in the context of precincts.

- E88 The **Urban Design Requirements Report** must inform the detailed design of the CSSI to:

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- (a) demonstrate responsiveness to local streetscape and landscape character;
- (b) integrate with, or allow for, known land use changes, masterplans and developments;
- (c) contribute to the character and identify of the local area;
- (d) respond to the character, setting and fabric of heritage elements and landscapes;
- (e) demonstrate material selection and detailing (including consideration of anti-graffiti measures);
- (f) achieve a safe, secure, functional and efficient transport network for all street users;
- (g) maintain community amenity and privacy;
- (h) maintain local access and circulation for residents, business and road users;
- (i) address sensitive receivers to minimise noise, vibration, electromagnetic interference, light spill and nuisance;
- (j) minimise the loss of existing trees, maximise urban tree canopy, including street trees and soft landscaping;
- (k) address flooding and drainage issues;
- (l) contribute to the activation of precincts;
- (m) maximise local connectivity and minimise barriers;
- (n) maximise walk-in catchments and offer legible, direct pedestrian connections;
- (o) demonstrate clear wayfinding;
- (p) maximise user safety, crime prevention and comfort; and
- (q) consider the Camellia Town Centre Masterplan and the Telopea Masterplan, and Westmead Alliance master planning.

The **Urban Design Requirements Report** must be submitted to the Secretary for approval, following review by the **Design Review Panel** required by **Condition E90**, including recommendations provided by the **Design Review Panel** and the way these have been addressed.

- E89 Construction of light rail stops, tracks and associated facilities must not commence before the **Urban Design Requirements Report** has been approved by the Secretary. The detailed design development of light rail stops and associated light rail infrastructure within or in proximity to Heritage listed items must be undertaken in consultation with the Heritage Council (or its delegate).

Design Review Panel

- E90 The Proponent must establish an independent **Design Review Panel** before development of the detailed design and before construction commences.
- E91 During design development of the CSSI, the **Design Review Panel** must provide advice and recommendations on the detailed design. The responsibilities of the Design Review Panel include:
- (a) review the design to assess whether it is consistent with the commitments and outcomes made in the documents listed in **Condition A1**, as amended by the terms of this approval including the **Urban Design Requirements Report** required by **Condition E87**; and
 - (b) provide advice on the application of the objectives to key design elements in relation to place making, architecture, heritage, urban and landscape design and artistic aspects of the CSSI.

- E92 The **Design Review Panel** must be chaired by the NSW Government Architect (or its nominee), and must be comprised of, where relevant, a suitably qualified, experienced and independent professional in each of the fields of:
- (a) architecture;
 - (b) urban design and place making;
 - (c) landscape design;
 - (d) Aboriginal cultural heritage; and
 - (e) non-Aboriginal heritage.

The Chair is to invite Relevant Councils, technical experts, key stakeholders, and NSW government agencies to observe **Design Review Panel** meetings and to provide advice on local issues, context, and city outcomes. This includes the Heritage Council (or its delegate). The Proponent and its contractor(s) may be invited onto the Panel as observers only and to provide technical advice.

Observers or advisors should not be present while the Panel is deciding upon its recommendations.

The Proponent must provide independent secretarial resources to the Panel.

- E93 The **Design Review Panel** members must be nominated by the Proponent and approved by the Secretary in accordance with the timeframes in **Condition E90**.
- E94 Nomination and appointments of the **Design Review Panel** must comply with the Public Service Commission's *Appointment Standards: Boards and Committees in the NSW Public Sector* guideline.
- E95 Once the **Design Review Panel** is formed a **Design Review Panel Terms of Reference** must be developed and endorsed by all panel members and then approved by the Secretary. The Terms of Reference must:
- (a) establish best practice governance and protocols for the operation of the **Design Review Panel**;
 - (b) include a Code of Conduct;
 - (c) outline the agreed frequency of **Design Review Panel** meetings;
 - (d) outline secretariat functions and administration including the recording and storing of meeting agenda, minutes and actions; and
 - (e) identify cessation arrangements
- E96 The **Design Review Panel** must be operated and managed in accordance with the approved **Design Review Panel Terms of Reference** and in accordance with the NSW Government *Boards and Committees Guidelines* (Department of Premier and Cabinet, September 2015).

Lighting and CCTV

- E97 All lighting to be implemented as part of the CSSI must have regard to the location of nearby residential dwellings. Lighting impacts must be minimised to the extent possible including the use of shields to reduce light spill and annoyance to adjacent residences.
- E98 The Proponent must ensure that all external lighting associated with the operation of the CSSI (excluding light rail vehicles) is mounted, screened and directed in such a manner so as not to create nuisance to residences. The lighting must be the minimum level of illumination necessary and shall comply with *AS 4282:1997 – Control of the Obtrusive Effects of Outdoor Lighting* and relevant Australian Standards in the series *AS/NZ 1158 – Lighting for Roads and Public Spaces*.

- E99 The placement, obstruction and removal of CCTV cameras must be undertaken in consultation with the relevant public authority and Relevant Council(s).

BIODIVERSITY AND REVEGETATION

- E100 The Proponent must avoid and/or minimise the removal of native vegetation or other bushland that provides habitat for native fauna with the objective of reducing impacts to threatened species, populations and ecological communities. Impacted vegetation must be rehabilitated in proximity to the area of disturbance with a diversity of endemic species (in the first instance) and locally native tree, shrub and groundcover species to the greatest extent practicable or offset in accordance with the Proponent's Biodiversity Offset Strategy and the Flora and Fauna Management Sub-Plan required by Condition C3, in consultation with OEH, DPI Fisheries, and the Biodiversity Conservation Trust.
- E101 During construction near the Parramatta River and Cumberland Hospital East and West, the Proponent must engage a suitably qualified and experienced fauna specialist to monitor the behaviour of the Grey-headed Flying-fox camp that resides in Parramatta Park in accordance with the Grey-headed Flying Fox Monitoring Program required by **Condition C9** and implement mitigation measures, as required to minimise potential impacts to the camp. Monitoring must commence at least 12 months before the commencement of construction within 300 metres, unless otherwise agreed with the Secretary, of the camp to establish baseline behaviour. Monitoring must be undertaken regularly during construction (in consultation with OEH) with the results compiled in a monitoring report submitted to OEH each month. Monitoring should include species present, numbers, a map of the extent of the camp, breeding status, and condition of animals. If monitoring suggests that construction associated with the CSSI is changing the behaviour of the camp, the Proponent must consult with OEH to determine whether additional mitigation measures are required.

Streetscape Trees

- E102 The Proponent must commission a suitably qualified and experienced Arborist with a minimum AQF Level 5 qualification in Arboriculture, that is independent of the design and construction personnel for the duration of construction. The Arborist must be approved by the Secretary before works commence and commissioned for the duration of construction.
- E103 The Arborist must:
- be the principal point of advice in relation to the assessment and management of CSSI impacts on trees;
 - prepare a **Tree Register** of all trees within the CSSI footprint (either for the entire CSSI or separate areas where tree removal and/or pruning is proposed) before the removal of any trees;
 - identify those trees within the footprint that must be removed for construction to proceed or for CSSI operations; and
 - identify those trees where their fate is uncertain and may be retained, removed or pruned (either for construction or for ongoing maintenance during operation).

E104 The **Tree Register** must include:

- (a) the georeferenced location of each tree;
- (b) those attributes as defined in AS 4970-2009 Protection of trees on development sites;
- (c) the tree retention value;
- (d) the outcomes of a visual assessment of the condition of the tree;
- (e) where a tree requires removal, whether, in the opinion of the Arborist, it can be successfully transplanted;
- (f) the extent of the proposed impact (complete removal or extent of pruning);
- (g) measures for the management, protection and monitoring of compensatory vegetation, for a minimum of two years from being planted; and
- (h) timing and responsibilities for the implementation of compensatory vegetation.

E105 For those trees identified as requiring removal in the **Tree Register**, the Proponent must demonstrate consideration of options to avoid or minimise impacts on trees through the detailed design and construction planning process. The options considered must include, but not be limited to:

- (a) consideration of operational requirements with existing tree locations;
- (b) consideration of the health of each tree, including its vigour and likely ability to survive *in situ* pruning or transplanting;
- (c) review of the construction methodology and layout to identify any options to avoid or minimise impacts on trees;
- (d) considering opportunities to narrow/move footpaths;
- (e) modification of the design to reduce impact to the tree (e.g. use of porous pavement);
- (f) reduction in the standard offsets required for underground services; and
- (g) where fencing, other ancillary infrastructure or services affect tree retention, relocation or alternative construction methods are considered to reduce impacts (e.g. from strip footings to pier footings for posts).

E106 The **Tree Register** and any evidence required by **Condition E105** must be submitted to the Secretary before the removal or damage (as defined by the **Independent Arborist**) of a tree for the purposes of the CSSI. The recommendations of the **Independent Arborist** must be outlined in the **Tree Register** and implemented by the Proponent, unless otherwise agreed by the Secretary.

Tree Offset Package

E107 The Proponent must prepare and implement a **Tree Offset Package** for the CSSI in consultation with the independent Arborist required by **Condition E102**, and Relevant Council(s). The Package must consider the objectives and opportunities identified in *Sydney Green Grid West Central District* (Department of Planning and Environment, 2017), *Greener Places* (NSW Government Architect, 2017), and *Parramatta Ways (Implementing Sydney's Green Grid)* (City of Parramatta, 2017). The package must:

- (a) identify how impacts on trees and vegetation will be mitigated, managed, and compensated;
- (b) ensure that where trees are removed they are replaced at the following ratios regardless of their value, near the impact or, where this is not practicable, within other areas of the LGA or surrounding LGAs, in consultation with the relevant authority(s):
 - i) large trees (DBH greater than 60cm) – plant minimum of eight trees;
 - ii) medium trees (DBH greater than 15 cm, but less than 60 cm) – plant minimum of four trees; and
 - iii) small young trees (DBH less than 15cm) – plant minimum of two trees.
- (c) ensure a mix of species and a range of mature heights to provide visual diversity and benefits, in consultation with the Relevant Council(s);
- (d) street tree plantings are to have a minimum pot size of:
 - i) 200 litres in the Parramatta CBD precinct; and
 - ii) 75 litres in other streets;

- (e) tree planting in parks, open space, bushland, and within the Carlingford Line corridor, should be sized to suit the location, species and planting style, in consultation with the relevant authority(s); and
- (f) ensure at least 80% offset works must be completed before CSSI operations commence.

Where the requirements of this condition cannot be met, the Proponent must provide documented evidence demonstrating how the matters in (a) to (f) were considered and provide information and justification for an alternative offset option for the Secretary's approval.

Operational Maintenance

E108 The ongoing maintenance and operation costs of urban design and landscaping items (including tree offsets) and works implemented as part of this approval remain the Proponent's responsibility until satisfactory arrangements have been put in place for transfer to the relevant authority. Before the transfer, the Proponent must maintain items and works to the design standards established by the **Urban Design Requirements Report**, and the **Tree Offset Package**.

SOCIO-ECONOMIC, LAND USE AND PROPERTY

E109 The Proponent must design and construct the CSSI with the objective of minimising impacts to, and interference with third party property and infrastructure, and that such infrastructure and property is protected during construction.

Business Activation Plan

E110 The Proponent must prepare and implement a **Business Activation Plan** to manage impacts to businesses on streets affected by construction of the CSSI, including those where access is altered. The Plan must be prepared before construction and must include but not necessarily be limited to:

- (a) measures to address amenity, vehicular and pedestrian access during business hours and visibility of the business appropriate to its reliance on such, and other reasonable matters raised in consultation with affected business;
- (b) Business Management Strategies for each stage of construction (and/or activity), identifying affected businesses and associated management strategies, including the employment of place managers and specific measures to assist small business owners adversely impacted by the construction of the CSSI;
- (c) Business Support Services Program to assist small business owners adversely impacted by construction of the CSSI. The Program must assist local businesses to develop proactive business strategies including:
 - i) marketing and promotion;
 - ii) business diversification and business planning; and
 - iii) engagement of specialists to run workshops both before and during construction.
- (d) establishment of business reference groups to provide, but not be limited to, the following services:
 - i) provide information on the CSSI;
 - ii) discuss mitigation measures to minimise impacts; and
 - iii) consult on out of hours works ('Eat Street' only) where required by **Condition E24**
- (e) a monitoring program to assess the effectiveness of the measures including business feedback against which effectiveness of the measures will be measured; and
- (f) provision for reporting of monitoring results to the Secretary, as part of the **Compliance Monitoring and Reporting Program** required in **Condition A30**.

WATER QUALITY AND FLOODING

Water Quality

- E111 Before undertaking any works and during maintenance or construction activities, erosion and sediment controls must be implemented and maintained to prevent water pollution consistent with LandCom's *Managing Urban Stormwater* series (The Blue Book).
- E112 The CSSI must be designed, constructed and operated so as to maintain the *NSW Water Quality Objectives* where they are being achieved as at the date of this approval, and contribute towards achievement of the *NSW Water Quality Objectives* over time where they are not being achieved as at the date of this approval, unless an EPL in force in respect of the CSSI contains different requirements in relation to the *NSW Water Quality Objectives*, in which case those requirements must be complied with.

Flooding

- E113 A **Flood Management Design Report** must be prepared and implemented in respect of the flood prone land and overland flow paths for the waterways and catchments in the CSSI's vicinity. The **Report** must be prepared during detailed design to identify the potential adverse impacts of the operation of the CSSI on existing flooding characteristics for a full range of flood events up to and including the probable maximum flood (PMF). The **Report** must include but not be limited to:
- (a) the results of further modelling to identify the potential impacts of the CSSI on flood behaviour including consideration of increased rainfall intensity and sea level rise under climate change conditions, consistent with the requirements of the *Floodplain Development Manual* (2005) and *Practical Consideration of Climate Change* (2007);
 - (b) the identification of design measures that would be implemented to manage the impacts of flooding on the operation of the CSSI and not worsen the existing flood characteristics. Design of mitigation measures must consider the full range of design events up to the 1% AEP;
 - (c) demonstration of constructability of proposed management measures;
 - (d) sensitivity analyses to assess the risk that additional properties or infrastructure could be subject to changes in existing flood behaviour as a result of the CSSI (i.e. beyond those identified as being impacted in point a) above), for design events up to and including the 1% AEP flood event, namely:
 - i) assessment of 100% blockage of pits for the pre-development (existing) and post-development (with the CSSI) scenarios;
 - ii) assessment of the impact of local and regional coincident flood peaks; and
 - iii) assessment of cumulative impacts of the CSSI and other state significant developments and/or infrastructure in the CBD being constructed or that have received approval (and for which sufficient design detail is available at the time).
 - (e) the identification of measures to be implemented to minimise scour and dissipate energy at locations where flood velocities are predicted to increase as a result of the CSSI;
 - (f) identification of stormwater drainage system upgrades including those upgrades considered as mitigation measures; and
 - (g) identification of the timing and maintenance responsibility of any necessary works.

Not worsen existing flooding characteristics within and in the vicinity of the CSSI means the following:

- (a) a material increase in the duration of inundation for all design events up to and including a 1% AEP flood event;
- (b) an increase in flood levels of more than 10 mm at properties for all design events up to and including the 1% AEP flood event; and

- (c) no increase in high hazard flooding as defined in Appendix L of the NSW Government's Floodplain Development Manual (2005).

The **Flood Management Design Report** must be prepared by a suitably qualified and experienced person in consultation with directly affected landowners, Sydney Water, OEH, NSW State Emergency Services and the Relevant Council(s). The **Report** must be independently peer reviewed by a suitably qualified and experienced hydrological engineer to confirm that the management of and response to flood events is appropriate.

The **Report** and results of the peer review must be submitted to the Secretary, for information, and Relevant Council(s) at each design stage associated with the CSSI where there is potential to cause adverse flooding impacts.

E114 An **Operational Flood Management Plan** must be prepared and implemented before the commencement of CSSI operations. The Operational Flood Management Plan must identify measures to be implemented during the operational phase to minimise risks and maximise safety during flooding events, particularly for passengers and staff. The **Operational Flood Management Plan** must be prepared by a suitably qualified and experienced person in consultation with OEH, NSW State Emergency Service and the Relevant Council(s). It should take into account the outcomes of the sensitivity analyses undertaken in the **Flood Management Design Report** required by **Condition E113**.

E115 All relevant flooding information must be provided to the Relevant Council(s), DPE (Urban Renewal), OEH and the NSW State Emergency Service, to assist in the preparation of any new or necessary update(s) to the relevant plans and documents relating to flooding, to reflect changes in flooding levels, flows and characteristics as a result of the CSSI. The Council, OEH and SES must be notified in writing that the information is available no later than one month following the completion of construction. Information requested by the Council, OEH or the SES must be provided no later than six months following the completion of construction or within another timeframe agreed with the relevant Council, OEH and the SES.

ELECTROMAGNETIC INTERFERENCE (EMI)

E116 **To inform the** detailed design of light rail infrastructure, the Proponent must identify EMI susceptible devices that may potentially be affected by CSSI operations and establish baseline electromagnetic field levels at the relevant EMI susceptible devices near the CSSI. Targeted consultation must be carried out with the owners/operators of the identified EMI susceptible devices. The outcomes of these consultations must be documented as part of the **Electromagnetic Management Plan** required by **Condition E117**.

E117 Before commencement of CSSI operations, the Proponent must prepare an **Electromagnetic Management Plan** in consultation with NSW Health and other owner/operators of potentially EMI susceptible devices and submit it to the Secretary for information. The Plan must identify how operational electromagnetic fields attributable to the CSSI could affect the operation of NSW Health or other existing EMI susceptible devices near the CSSI. The Plan must include, but not be limited to:

- a) identification of existing EMI susceptible devices;
- b) established baseline electromagnetic field levels at existing EMI susceptible devices;
- c) predicted operational electromagnetic field levels at existing EMI susceptible devices potentially affected by CSSI operations;
- d) identification of electromagnetic field reduction strategies, technologies, design and operational measures that will be implemented to manage potential impacts;

- e) identification of appropriate limits/criteria to minimise operational interference to existing EMI susceptible devices within the operational tolerance of the device;
- f) internal audits of compliance of electromagnetic field levels; and
- g) details of an electromagnetic field monitoring program to be completed within 18 months from commencement of CSSI operations, unless otherwise agreed with the owners/operators of the EMI susceptible device(s).

CONTAMINATION

- E118 Notification must be provided and, where relevant, approvals must be sought directly from the EPA before commencement of any works which will intersect or disturb the surface of sites which are regulated by the EPA under the *Contaminated Land Management Act 1997*.
- E119 Before commencement of any activities that would result in the disturbance of land and/or soil in Areas of Environmental Interest (AEI) identified as having a high risk of contamination, or identified as medium risk subject to further desktop assessment as specified in the documents listed in **Condition A1**, a **Site Contamination Report** must be prepared by a suitably qualified person(s) in accordance with the requirements of the *Contaminated Land Management Act 1997* and associated guidelines. The **Site Contamination Report** must outline the potential contamination risks from the AEIs to human health and receiving waterways and detail, where relevant, whether the land is suitable (for the intended land use) or can be made suitable through remediation. For AEIs where there is insufficient information and data available to draw such conclusions, the **Site Contamination Report** must also detail the outcomes of Phase 2 site contamination investigations within those AEIs.
- E120 For those AEIs where a **Site Contamination Report** is to be prepared in accordance with **Condition E119**, where the investigations identify that the site is suitable for the intended operations and that there is no need for a specific remediation strategy, measures to identify, handle and manage potential contaminated soils, materials and groundwater must be identified in the **Site Contamination Report** and incorporated into the **CEMP** or relevant sub-plan.
- E121 For those AEIs where a **Site Contamination Report** concludes the site can be made suitable for its intended land use subject to remediation, the **Site Contamination Report** must include a **Remediation Action Plan** to address disturbed areas, and how the environmental and human health risks will be managed during the disturbance, remediation and/or removal of contaminated soil or groundwater.
- E122 For those AEIs where remediation is required, the **Site Contamination Report** and **Remediation Action Plan** must be accompanied by a **Site Audit Statement(s)**, prepared by a NSW EPA Accredited Site Auditor under the *Contaminated Land Management Act 1997*, verifying that the disturbed area has been or can be remediated to a standard consistent with the intended land use. Where land is remediated, a final **Site Audit Statement(s)** must be prepared by an accredited Site Auditor, certifying that the contaminated and disturbed areas have been remediated to a standard consistent with the intended land use.

Note: Terms used in Condition E121 and E122 have the same meaning as in the Contaminated Land Management Act 1997.

- E123 For those AEIs where remediation is required, the land must not be used for the purpose approved under the terms of this approval until a **Site Audit Statement** determines that the land is suitable for that purpose and any conditions on the **Site Audit Statement** have been complied with.

- E124 A copy of the final **Site Audit Statement** must be submitted to the Secretary and Relevant Council no later than one month before the commencement of CSSI operations.
- E125 An **Unexpected Contaminated Land and Asbestos Finds Procedure** must be prepared and must be implemented should unexpected contaminated land or asbestos be excavated or otherwise discovered during construction. This can be provided as part of the **CEMP** or relevant sub-plan.
- E126 The **Unexpected Contaminated Land and Asbestos Finds Procedure** must be implemented throughout construction.

WASTE MANAGEMENT

- E127 Waste generated during construction and operation must be managed in accordance with the following priorities:
- waste generation must be avoided and where avoidance is not reasonably practicable, waste generation must be reduced;
 - where avoiding or reducing waste is not possible, waste must be re-used, recycled, or recovered; and
 - where re-using, recycling or recovering waste is not possible, waste must be treated or disposed of.
- E128 The importation of waste and storage of virgin excavated natural material (VENM), and the treatment, processing, reprocessing or disposal of any waste, must comply with the *Protection of the Environment Operations Act 1997*, and the *Protection of the Environment Operations (Waste) Regulation 2014*, where orders or exemptions apply under the regulation.
- E129 Waste must only be exported to a site licensed by the EPA for the storage, treatment, processing, reprocessing or disposal of the subject waste, or in accordance with a Resource Recovery Exemption or Order issued under the *Protection of the Environment Operations (Waste) Regulation 2014*, or to any other place that can lawfully accept such waste. Disposal of waste at these facilities must include GPS tracking of waste vehicles, audits of waste facility receipts and cross verification with the facility. All asbestos waste over 10m³ must be tracked through EPA's WasteLocate service.
- E130 All waste must be classified in accordance with the EPA's Waste Classification Guidelines, with appropriate records and disposal docketts retained for audit purposes.
- E131 Asbestos or asbestos-contaminated materials that are discovered during demolition and construction activities of the CSSI must be strictly managed in accordance with the requirements under the *Protection of the Environment Operations (Waste) Regulation 2014* and any guidelines or requirements in force at the date of this approval and issued by the EPA in relation to those materials.

HAZARDS

- E132 At least one month before the commencement of construction of any hazardous works or works adjacent to hazardous infrastructure, the Proponent must prepare and submit for the approval of the Secretary, the following:
- A **Final Hazard Analysis** of the development consistent with the Department's *Hazardous Industry Planning Advisory Paper No. 6, 'Hazard Analysis'*. The study must be prepared based on the final detailed design of the development and include:
 - a quantitative risk assessment;

- ii) details of all safeguards to be implemented, in particular those at the locations of pipeline crossing;
 - iii) findings and recommendations from the Safety Management Study undertaken in consultation with the relevant dangerous goods pipeline operators and pipeline licensees;
 - iv) demonstrate that the risks from the development satisfy relevant NSW Risk Criteria as set out in HIPAP 10.
- (b) A **Construction Safety Study**, prepared consistent with *Hazardous Industry Planning Advisory Paper No. 7 'Construction Safety'*. The **Construction Safety Study** must be prepared in consultation with the relevant dangerous goods pipeline operators and licensees and include details of the proposed safety measures to ensure the relevant underground pipelines will not be impacted by the construction of the development.
- E133 One month before the commencement of CSSI operations, the Proponent must submit to the Secretary for information, a **Pre-Startup Compliance Report** detailing compliance with **Condition E132**, including:
- (a) dates of study/plan/system submission, approval, commencement of construction and commissioning;
 - (b) actions taken or proposed, to implement recommendations made in the studies/plans/systems; and
 - (c) responses to any requirement imposed by the Secretary.
- E134 Three (3) months after the commencement of CSSI operations, the Proponent must submit to the Secretary, for information, a **Post-Startup Compliance Report**, which reports on the implementation of all recommendations raised in the **Construction Safety Study** required under **Condition E132**.

INFRASTRUCTURE PROPERTY AND UTILITIES

- E135 The Proponent must identify utilities, services and other infrastructure and property potentially affected by construction to determine requirements for access to, diversion, protection, and/or support. Consultation with the relevant owner and/or provider of services that are likely to be affected by the CSSI must be undertaken to make suitable arrangements for access to, diversion, protection, and/or support of the affected infrastructure as required. The Proponent must ensure that any disruption to any service is minimised and shall be responsible for advising impact to service recipients before any planned disruption of service. The cost of any such arrangements must be borne by the Proponent, unless otherwise agreed with the utility/service provider.

SUSTAINABILITY

- E136 A **Sustainability Strategy** must be prepared to achieve a minimum project score of 65 for 'Design' and 'As built' rating under the Infrastructure Sustainability Council of Australia infrastructure rating tool.
- E137 The **Sustainability Strategy** must be submitted to the Secretary, for information, within six months of the date of this approval, or within another timeframe agreed with the Secretary, and must be implemented throughout the design, construction and operation of the CSSI.
- E138 Opportunities to reduce operational greenhouse gas emissions must be investigated during detailed design. The sustainability initiatives identified in the documents identified in **Condition A1** must be regularly reviewed, updated and implemented throughout the design development and construction, and annually during operation of the CSSI.

Appendix A – Flexibility Provisions

Project Element	Flexibility Provisions
Stop length	Minor changes (+/- 10 metres) to a stop length permitted where determined to have no more than a minor impact.
Stop arrangement side or island platform)	Changes to stop arrangement (side or island platform) permitted where determined to have no more than a minor impact.
Stop location	Minor relocation (+/- 10 metres) to stop location permitted where determined to have no more than a minor impact and the new location does not have a material impact on new receivers compared with the impact(s) assessed in the documents listed in Condition A1 .
Utility and lighting works	These works are permitted within 1 km of the project footprint where determined by the ER to have a minor impact.
Minor road network changes including off-corridor works and public transport network changes, such as line marking, car parking adjustments, signal changes, footpath or kerb adjustments and bus stops	<p>Minor changes are permitted to those activities identified in Sections 5.8 and 5.9 of the EIS.</p> <p>Minor road network changes in the vicinity of the CSSI footprint are permitted to address potential traffic impacts associated with light rail.</p> <p>In order to be considered minor, these changes must meet the following parameters:</p> <ul style="list-style-type: none"> • Environmental impacts are manageable through the implementation of environmental measures as detailed in the CEMP and/or the OEMP as relevant. • No acquisition (temporary or permanent) of property where a negotiated purchase from the property owner is not possible. • Does not involve the removal of a tree or other vegetation which is listed as a threatened species or ecological community in the <i>Biodiversity Conservation Act 2016</i> and/or <i>Environment Protection and Biodiversity Conservation Act 1999</i>; • No direct impact and no more than a minor indirect impact on a listed heritage item. • Access arrangements are provided for any impacted road intersection and, where relevant, for property access in consultation with the affected party(ies). • Does not result in operational impacts that would have more than a minor adverse traffic impact (including on intersection performance, road way capacity, bus operations and active transport network) as assessed in the documents listed in Condition A1.



Signing page

DATED: 3 September 2019

EXECUTED for and on behalf of
TRANSPORT FOR NSW (ABN 18 804
239 602):


Signature of Witness

DAVID GODDENBUGH
Print Name
(block letters)
PROJECT MANAGER
Position held



Signature of Authorised Delegate

ANAND THOMAS

Print Name

(block letters)

PROGRAM DIRECTOR

Position held

EXECUTED by Ventia Utility
Services Pty Ltd (ABN 69 010 725
247) in accordance with section 127 of
the Corporations Act 2001 (Cth) in the
presence of


Signature of director


MEERAN COOPER
Name of director (print)



Signature of ~~director~~/company
secretary

(Please delete as applicable)

Zohab RAZVI

Name of ~~director~~/company secretary
(print)