MEDIUM WORKS CONTRACT
Contract Number: MRP-01
Monorail Removal Project

Between
Transport for NSW
ABN 18 804 239 602
as agent for MTS Holding Company Pty Limited
ABN 94 156 211 906
[PRINCIPAL]

and
Metropolitan Demolitions Pty Ltd
ABN 67 099 769 052
[CONTRACTOR]

Level 5, Tower A
821 Pacific Highway
Chatswood NSW 2067
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- **EXHIBIT B** - WORKS BRIEF
- **EXHIBIT C** - PRINCIPAL'S INSURANCE POLICIES
- **EXHIBIT D** - PLANNING APPROVAL
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Date

Parties

1. Transport for NSW (ABN 18 804 239 602), a NSW Government agency constituted under the Transport Legislation Amendment Act 2011 (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067 as agent for MTS Holding Company Pty Ltd (ABN 94 156 211 906)
   (Principal).

2. Metropolitan Demolitions Pty Ltd (ABN 67 099 769 052) of Level 1, 396 Princes Highway, St Peters NSW 2044
   (Contractor).

Recitals

A Transport for NSW is a statutory corporation constituted under the Transport Legislation Amendment Act 2011 (NSW), and is responsible for developing certain major railway systems and other major projects.

B MTS Holding Company Pty Limited (MHC) is the owner of the Monorail.

C MHC has engaged Transport for NSW as its agent for the purposes of the Works.

D The Works comprise the demolition of the Monorail.

E The Contractor has agreed to undertake the Contractor's Activities for the Principal in accordance with this Contract.

It is agreed as follows

1. Definitions and Interpretation

1.1 Definitions

In this Contract, unless the context otherwise indicates:

"Access and Traffic Management Plan" means the document titled "Traffic Management Plan" required to be prepared under clause 30 of the Conditions of Approval forming part of the Planning Approval.

"Authority Approval" means any licence, permit, consent, approval, determination, exemption, certificate, memorandum of understanding, notification or permission from any Authority or under any Law, or any requirement made under any Law, which must be obtained or satisfied (as the case may be) to:

(a) carry out the Contractor's Activities including for the avoidance of doubt all things required for conducting work on or in the vicinity of the LRT or affecting LRT
operations and all things required for dealing with, transporting and disposing of Contamination, Hazardous Materials or waste; or

(b) occupy and use for its intended purpose the completed Works or a completed Portion,

and for the avoidance of doubt includes:

(c) the Planning Approval;

(d) any EPL; and

(e) all Permits to Work.

"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 RailCorp) and any private electricity, telecommunications, gas or other utility company having statutory rights in relation to the Works or the Contractor's Activities.

"Business Day" means any day other than:

(a) a Saturday, Sunday or public holiday in New South Wales, or

(b) 27, 28, 29, 30 or 31 December.

"Change in Authority Approval" means a change:

(a) in an Authority Approval which is in existence as at the date of this Contract; and

(b) which occurs after the date of this Contract.

"Change in Codes and Standards" means a change in the Codes and Standards taking effect after the date of this Deed, excluding a change in the Codes and Standards which, as at the date of this Deed:

(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 (as applicable) would have reasonably foreseen or anticipated,

in substantially the same form as the change in the Codes and Standards eventuating after the date of this Deed.

"Change in Law" means (if it takes effect after the date of this Contract):

(a) a change in an existing Law (other than a change in an Authority Approval); or

(b) a new Law (other than a new Authority Approval),

compliance with which:

(c) has a direct effect on the Contractor carrying out the Contractor's Activities; and

(d) directly results in an increase or decrease in the Contractor's costs of carrying out the Contractor's Activities, or a delay to the Contractor achieving Completion of the Works or a Portion by the relevant Date for Completion in accordance with clause 10.7(a),

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 was published or of which public notice had been given (even as a possible change in an existing Law or a possible new Law) in substantially the same form
as the change in an existing Law or new Law eventuating after the date of this Contract.

"Claim" includes any claim for an increase in the Contract Sum, for payment of money (including damages), for an extension of time to a Date for Completion or for any other form of relief.

(a) under, arising out of, or in any way in connection with, this Contract, including any direction of the Principal’s Representative;

(b) arising out of, or in any way in connection with, the Contractor’s Activities or the Works or either party’s conduct prior to the date of this Contract; or

(c) otherwise at Law or in equity including:

(i) under or for breach of statute;

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

(iii) for restitution, including restitution based on unjust enrichment.

"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 date of this Contract (including the Disability (Access to Premises — Buildings) Standards 2010);


(c) if (and to the extent) the codes and standards referred to in paragraphs (a) or (b) are irrelevant, then relevant international codes, standards, specifications, guidelines, rules, procedures or other publications current at the date of this Contract.

"Commonwealth" means the Commonwealth of Australia.

"Completion" means the stage in the execution of the Contractor’s Activities when:

(a) the Works are, or a Portion is, complete in accordance with this Contract except for minor Defects:

(i) that do not prevent the Works or the Portion from being reasonably capable of being used for the intended purpose of the Works or the Portion;

(ii) that can be rectified without prejudicing the convenient intended use of the Works or the Portion; and

(iii) in respect of which the Contractor has reasonable grounds for not promptly rectifying;

(b) the Contractor has:

(i) carried out and passed all tests that:

A. are required under this Contract to be carried out and passed before the Works or a Portion reaches Completion; or
B. must necessarily be carried out and passed to verify that the Works or a Portion is in the condition this Contract requires the Works or Portion (as the case may be) to be in at Completion;

(ii) without limiting clause 2.3(b)(iv), obtained all Authority Approvals that it is required under this Contract to obtain before Completion of the Works or a Portion and provided such Authority Approvals to the Principal's Representative;

(iii) given to the Principal's Representative all other documents and information:

A. required (including in accordance with the TNSW Standard Requirements) for the use, operation, maintenance and repair of the Works or a Portion; and

B. that are to be handed over to the Principal's Representative before Completion of the Works or a Portion;

(iv) complied with all performance requirements that this Contract requires to be verified before Completion of the Works or a Portion; and

(v) provided the Principal's Representative with the Contractor's Certificate of Completion in the form of Schedule 21 for the Works or a Portion; and

(c) the Contractor has done everything else that it is required to do under this Contract before Completion of the Works or a Portion including those things referred to in Schedule 1.

"Construction Plant" means equipment, appliances, machinery and things used in the execution of the Contractor's Activities but not forming part of the Works.

"Contamination" means the presence in, on or under land or any other aspect of the Environment of a substance, gas, chemical, liquid or other matter (whether occurring naturally or otherwise) which is:

(a) at a concentration above the concentration at which the substance, gas, chemical, liquid or other matter (whether occurring naturally or otherwise) is normally present in, on or under land or any other aspect of the Environment in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment; or

(b) toxic, flammable or otherwise capable of causing harm to humans or damage to the Environment including asbestos, toluene, polychlorine biphenyls, lead based paints, glues, solvents, cleaning agents, paints and water treatment chemicals.

"Contract" means the contract between the Principal and the Contractor in respect of the Works constituted by the documents referred to in Schedule 1.

"Contract Documentation" means all documentation in computer readable or written forms brought into (or required to be brought into) existence as part of, or for the purpose of, performing the Contractor's Activities (whether before or after the date of this Contract) including:

(a) all Design Documentation; and

(b) all plans, manuals, programs and other documents.

"Contractor" means the person named as the Contractor in Schedule 1.

"Contract Management Plan" means the documents required to be provided and implemented by the Contractor pursuant to the TNSW Standard Requirements as developed, amended or updated from time to time in accordance with the Contract.
"Contract Sum" means the Original Contract Price increased or decreased by the amounts by which this Contract requires the Contract Sum to be adjusted.

"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 the construction, commissioning and hand-over of the Works and the design and provision of Temporary Works and Construction Plant.

"Contractor's Environmental Management Plan" means the plan which forms part of the Contract Management Plan which is required to be provided and implemented by the Contractor pursuant to the TNSW Standard Requirements.

"Contractor's Program" means the program prepared and provided by the Contractor in accordance with clause 10.2, as developed and updated in accordance with clause 10.2 from time to time.

"Contractor's Representative" means the person notified to the Principal's Representative in accordance with clause 9.4(a) as being the Contractor's Representative.

"Crown Building Work" has the meaning given to that term in section 109R of the Environmental Planning and Assessment Act 1979 (NSW).

"Date for Completion" means in respect of the Works or a Portion the date, or the last day of the period of time, specified in Schedule 1 for the Works or that Portion, as adjusted under this Contract by an extension of time determined by the Principal's Representative or pursuant to any litigation.

"Date of Completion" means:
(a) the date of Completion of the Works or a Portion, set out in a Notice of Completion; or
(b) where another date is determined in any determination by any court pursuant to clause 15 as the date upon which Completion was achieved, that date.

"Date of Final Completion" means:
(a) the date determined in accordance with clause 12.8(e)(i) as the date Final Completion was achieved; or
(b) where another date is determined in any determination by any court pursuant to clause 15 as the date upon which Final Completion was achieved, that date.

"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 Rectification Period" means the period stated in Schedule 1, as extended by clause 8.6.

"Demolished Material" means any materials, plant, equipment, fixtures and other matter (whether naturally occurring or otherwise) which as at the date of the Contract are located upon the Site or a Remote Site and which are required by the Contract to be removed from the Site or the Remote Site;

"Demolition Management Plan" means the document required to be provided and implemented by the Contractor pursuant to the TNSW Standard Requirements as developed, amended or updated from time to time in accordance with the Contract.

"Design Documentation" means all design documentation which:
(a) the Contract requires the Contractor to produce to construct the Works and the Temporary Works; or
(b) the Contractor is required to prepare pursuant to a Variation directed under the Contract which requires the Contractor to design the work the subject of the Variation.

"Dispute" has the meaning given to that term in clause 15.1.

"Document" means any document which is required to be submitted for the review of the Principal's Representative under a provision of this Contract, including the Contract Management Plan, Demolition Management Plan, Design Documentation (if any) and the Contractor's Program.

"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) - (c).

"Environmental Representative" means the person identified in Schedule 1 as the environmental manager appointed by the Principal, or any replacement notified to the Contractor by the Principal's Representative.


"Excepted Risk" means any one of:
(a) war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, act of terrorism, insurrection or military or usurped powers, martial law or confiscation by order of any government or public authority;
(b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Contractor or its Subcontractors or either's employees or agents; or
(c) any other event so described in Schedule 1.

"Excluded Claim" means any claim:
(a) with respect to a Change in law under clause 2.3(c);
(b) for a Variation directed in accordance with clause 6.2 or a direction by the Principal's Representative to which clause 17.1 applies;
(c) for an extension of time to any Date for Completion under clause 10.8; or
(d) for payment under clause 11, including claims under clauses 11.9 and 11.11.

"Extra Land" means the land referred to in clause 3.4(b)(i).

"Final Completion" means the stage in the execution of the Contractor's Activities when:
(a) all Defects Rectification periods (including any extension under clause 8.6) have expired and the Contractor has rectified all Defects in accordance with the Contract;
(b) the Contractor has:
   (i) carried out and passed all tests which:
       A. are required under this Contract to be carried out and passed before the Works reach Final Completion; or
B. must necessarily be carried out and passed to verify that the Works are in the condition this Contract requires them to be in at Final Completion;

(ii) obtained all Authority Approvals that it is required under this Contract to obtain which:
A. were not obtained before Completion of the Works; or the last Portion to reach Completion; or
B. are to be obtained prior to Final Completion, and provided such Authority Approvals to the Principal's Representative;

(iii) given to the Principal's Representative all documents or information referred to in this Contract:
A. which are required for the use, operation, maintenance and repair of the Works but which were not obtained before Completion of the Works or the last Portion to reach Completion; or
B. which are required to be handed over to the Principal's Representative before Final Completion; and

(iv) complied with all performance requirements under this Contract that must be verified before Final Completion; and

(c) the Contractor has done everything else which it is required to do under this Contract before Final Completion.

"Force Majeure Event" means earthquake, act of terrorism, act of public enemy, war (declared or undeclared) or revolution.

"Greenhouse Data" means all data, information, records and reports of the type that a registered corporation or any other person may be required or entitled to provide under the NGER Legislation, including as to:
(a) greenhouse gas emissions, energy production or energy consumption; and
(b) reduction of greenhouse gas emissions, removal of greenhouse gases or offsets of greenhouse gas emissions from any greenhouse gas project, relating to any aspect of any of the Contractor's Activities or the activities of any of the Contractor's personnel in connection with the Contractor's Activities.

"Hazardous Material" means any natural or artificial substance whether solid, liquid or gas (alone or in combination with any other substance) which is toxic, flammable or otherwise capable of causing harm to humans or damage to the Environment including asbestos, toluene, polychlorinated biphenyls, lead based paints, glues, solvents, cleaning agents, paints and water treatment chemicals.

"Incident" means:
(a) any work health and safety or environmental or security incident arising from the performance of (or failure to perform) the Contractor's Activities including:
(i) a fatality or injury to any person including any incident which must be reported to New South Wales WorkCover Authority;
(ii) loss of containment, escape of or migration of Contamination off-site and into the Environment;
(iii) any fire or dangerous event on the Site, a Remote Site or Extra Land;
(iv) a security breach;
(v) any unauthorised removal of trees;
(vi) a non-compliance with an Authority Approval; or
(vii) any public complaint; or
(b) any unplanned and/or undesired event which results in or has the potential to result in injury, ill-health, damage to or loss of property, interruption to operations or environmental impairment;
and includes:
(c) a near miss, breach of procedure, quality failure and/or injuries to contractors and members of the public; and
(d) "occurrences" and "notifiable occurrences" under the WHS Legislation and Rail Safety Act 2008 (NSW).
"Information Documents and Materials" means:
(a) the items specified in Schedule 9;
(b) the Reports; and
(c) all other documents, core and other samples, exhibits and materials in any format or medium including any electronic form provided to the Contractor unless expressly identified as forming part of this Contract,
including anything which is expressly stated by this Contract to form part of the Information Documents and Materials.
"Insolvency Event" means when:
(a) one 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 this Contract for financial reasons;
(b) in relation to an individual, the individual (being a party) commits an act of bankruptcy, a bankruptcy petition is presented against the individual or the individual is made bankrupt;
(c) execution is levied against a party by a creditor, debenture holders or trustees or under a floating charge; or
(d) in relation to a corporation any one of the following:
   (i) 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);
   (ii) the corporation enters a deed company arrangement or composition with creditors;
   (iii) an application is made for, a resolution is passed by the directors for the appointment of, or an order is made for, a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator to be appointed to the corporation;
   (iv) a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator is appointed to the corporation;
   (v) an application is made to a court for the sequestration or winding up of the corporation and not stayed, dismissed or discontinued within 21 days;
   (vi) a sequestration order or winding up order is made in respect of the corporation;
   (vii) 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;
(viii) a mortgagee of any property of the corporation takes possession of that property; or
(ix) 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.

"Inspection" includes auditing, surveillance, monitoring, testing, review, examination and measuring.

"Institution" means any authorised deposit taking institution holding an authority to carry on banking business in Australia under the terms of the Banking Act 1959 (Cth).

"Intellectual Property" means all rights in copyright, inventions (including patents) and innovation patents), registered and unregistered trademarks or names, registered and registrable designs, confidential information, trade secrets, technical data and know how, circuit layout rights, and all other protected rights of intellectual property defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1886.

"Interface Agreement" means the agreement which appears in Exhibit J.

"Interface Contractor" means an Other Contractor listed in Schedule 1 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.

"Law" means:

(a) Commonwealth, New South Wales or local government legislation, including ordinances, instruments, codes of practice, policy and statutory guidance (but excluding the Building Code of Australia, any other building codes or Standards Australia codes), requirements, regulations, by-laws and other subordinate legislation;

(b) principles of law or equity established by decisions of courts; and

(c) Authority Approvals (including any condition or requirement under them).

"Light Rail Track" means the rails fastened on sleepers or transoms and founded on ballast or bridge deckings, or concrete slab, associated signalling and overhead wiring components and the like forming part of the LRT.

"LRT" means the Sydney light rail mass public transit system from Central Station, Sydney to Catherine Street, Lilyfield, and on and from the commencement of operation services of the IWE, the Inner West Extension.

"Mitigation Measure" means a measure, action, standard or precaution to mitigate the impact of the Works.

"MHC" means MTG Holding Company Pty Limited ABN 94 156 211 906.

"Monorail" means the elevated monorail running in a loop between Darling Harbour and the City of Sydney.

"NGER Legislation" means National Greenhouse and Energy Reporting Act 2007 (Cth), related regulations and legislative instruments.

"Notice of Completion" means a notice issued under clause 12.3(d)(i) by the Principal's Representative stating that Completion of the Works or a Portion has been achieved.

"OH&S" means occupational health and safety.

"Option" means an option referred to in Schedule 15.

"Original Contract Price" means the amount set out in Schedule 1, which is, and all components of which are, exclusive of GST.

"Other Contractor" means any contractor, consultant, artist, tradesperson or other person engaged by the Principal or others to do work, other than the Contractor and its Subcontractors.

"Other Contractor Work" means the works to be undertaken by an Other Contractor on a part of the Site during any period in which the Contractor has been engaged as principal contractor in respect of that part of the Site.

"Parent Company Guarantee" means the Deed which appears in Schedule 17.

"Payment Breakdown Schedule" means Schedule 2.

"Planning Approval" means:
(a) the Authority Approval set out in Exhibit E as it may be modified from time to time, and any other Authority Approvals issued from time to time by either the Principal or the Minister for Planning and Infrastructure (acting in their capacity as determining authority) under the Environmental Planning and Assessment Act 1979 (NSW) in respect of the Works; and
(b) any Mitigation Measures and statement of commitments that are required to be complied with or fulfilled in the documents referred to in paragraph (a).

"PLRC" means the Pyrmont Light Rail Company Pty Limited.

"Pollution" has the meaning given to "pollution" in the Dictionary to the Protection of the Environment Operations Act 1997 (NSW).

"Portion" means a part of the Contractor's Activities or Works, as described in Schedule 1 or as determined under clause 12.6.

"PPS Act" means the Personal Property Securities Act 2009 (Cth).

"PPS Law" means:
(a) the PPS Act and any regulations made at any time under the PPS Act, as amended from time to time; and
(b) any relevant amendment made at any time to any other legislation as a consequence of paragraph (a).

"Principal" means TNSW.

"Principal's Representative" means:
(a) the person nominated in Schedule 1; or
(b) any other person appointed from time to time by the Principal under clause 9.2, and includes any appointee under clause 9.3.

"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 paragraph (a)(i) or (a)(ii) applies.
"Project Safety Management Plan" means the plan which forms part of the Contract Management Plan which is required to be provided and implemented by the Contractor pursuant to the TNSW Standard Requirements and which must:

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

(b) describe how the Contractor proposes to ensure the Works and Contractor's Activities are performed consistently with Law in relation to work health and safety.

"Provisional Sum Work" means the work detailed in Schedule 1.

"Rail Safety Work" has the meaning given in Section 7 of the Rail Safety Act 2008 (NSW).

"Rail Safety Worker" has the meaning given in Section 4 of the Rail Safety Act 2008 (NSW).

"Related Party" means a related body corporate as defined in the Corporations Act 2001 (Cth) and any other entity determined by the Principal's Representative to be a related party for the purposes of this Contract.

"Remote Sites" are lands other than the Site on which Remote Works must be constructed, including the LRT, the Workshop / Maintenance Facilities and the Workshop / Maintenance Substation.

"Remote Works" are those parts of the Works or Temporary Works that must be constructed or carried out on Remote Sites, including any item of work required by any Authority Approval to be constructed or carried out outside the Site.

"Report" means each report referred to in Schedule 1.

"Security Interest" has the meaning given to that term in clause 16.25(a).

"Selected Subcontract Work" has the meaning in subclause 2.2(ab).

"Selected Subcontractor" has the meaning in subclause 2.2(ab).

"Service" includes any service facility or item of public or private infrastructure, including railway systems, pedestrian and vehicular corridors, water, electricity, gas, fuel, telephone, existing drainage, sewerage, industrial waste disposal and electronic communications service.

"Site" means:

(a) the lands and other places described in Schedule 1; and

(b) any other lands and places made available to the Contractor by the Principal for the purpose of this Contract

and excludes the Remote Sites and Extra Land.

"Site Conditions" means any physical conditions above, upon, under or over the surface, or in the vicinity, of the Site, a Remote Site or Extra Land and includes:

(a) surface water, ground water, ground water hydrology and the effects of any de-watering;

(b) physical and structural conditions, above, upon and below the Site, a Remote Site or Extra Land, including old footings, underground structures, buildings, improvements, partially completed structures or in-ground works;

(c) topography of the Site, a Remote Site or Extra Land, ground surface conditions and geology, including rock and sub-surface conditions or other materials encountered at the Site, a Remote Site or Extra Land;

(d) climatic and weather conditions including rain, surface water runoff and drainage, floods, water seepage, windblown dust and sand, seasons and physical conditions that are a consequence of climatic and weather conditions;
(e) all existing systems and Services, above or below ground level and all facilities with which such systems and Services are connected;

(f) all improvements, including any artificial things, foundations, retaining walls and other structures installed by or on behalf of the Principal or others;

(g) any Contamination, or other spoil or waste; and

(h) underground strata forming part of the Site, a Remote Site or Extra Land.


"Statement of Business Ethics" means TNSW's Statement of Business Ethics, which may be obtained from TNSW and is located at: www.transport.nsw.gov.au

"Subcontract" includes an agreement for supply of goods or services (including professional services and plant hire) or both.

"Subcontractor" includes a consultant or a supplier of goods or services (including professional services and plant hire) or both.

"Taxes" means income, stamp, indirect or other taxes levies, impost, deductions, charges, duties (including import duty), compulsory loans and withholdings (including financial institutions duty, debts 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.

"Tender" means the response provided by a Tenderer to the Principal's invitation to submit a tender to undertake the Contractor's Activities.

"Tenderer" means an entity or entities that submitted a Tender for the Contractor's Activities.

"TNSW" means Transport for NSW, a NSW Government Agency constituted under the Transport Administration Act 1988 (NSW).

"TNSW Standard Requirements" or "TSR's" means the documents which appear as Exhibit A to this Contract.

"Track Possession" means a period during which the Contractor has access to Light Rail Track for the purpose of carrying out the Contractor's Activities including for the purpose of rectifying Defects.

"Variation" means any change to the Works or the Temporary Works including:

(a) any addition or increase to, or decrease, omission or deletion from, the Works or the Temporary Works; or

(b) any change to the character or quality, or demolition or removal, of any material or work; or

(c) any change to the levels, lines, positions or dimensions of any part of the Works or the Temporary Works,

but it excludes any changes to the Works or the Temporary Works that are required as a result of the exercise of an Option by the Principal's Representative under clause 6.3.

"WHS Legislation" means:

(a) the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulations 2011 (NSW); and

(b) any legislation in other States and Territories of Australia addressing work health and safety which applies to the Works.
"Works" means the whole of the works, including:
(a) any changes to the Works that are required solely as a result of the exercise of
an Option by the Principal's Representative under clause 6.3;
(b) the Remote Works, and
(c) all Variations to the Works,
that the Contractor must design (where required), construct, commission, integrate, carry
out and hand-over to the Principal (or its nominee) under this Contract.

"Works Brief" means Exhibit B.

"Workshop / Maintenance Facilities" means 220 Pyrmont Street, Pyrmont, NSW.

"Workshop / Maintenance Substation" means Level 2, 220 Pyrmont Street, Pyrmont,
NSW.

1.2 Interpretation

In this Contract unless the context otherwise requires:
(a) references to a person include an individual, a body politic, the estate of an
individual, a firm, a corporation, an authority, an association or joint venture
(whether incorporated or unincorporated), or a partnership;
(b) the words "including", "includes" and "include" will be read as if followed by the
words "without limitation";
(c) a reference to any party to this Contract includes that party's executors,
administrators, successors, and permitted substitutes and assigns, including any
person taking part by way of novation;
(d) a reference to any Authority, institute, association or body is:
(i) if that Authority, institute, association or body is reconstituted,
renamed or replaced or if the powers or functions of that Authority,
institute, association or body are transferred to another organisation,
deemed to refer to the reconstituted, renamed or replaced
organisation or the organisation to which the powers or functions are
transferred, as the case may be, and
(ii) if that Authority, institute, association or body ceases to exist,
deemed to refer to the organisation which serves substantially the
same purposes or objects as that Authority, institute, association or
body;
(e) a reference to this Contract or to any other deed, agreement, document or
instrument is deemed to include a reference to this Contract or such other deed,
agreement, document or instrument as amended, novated, supplemented,
varied or replaced from time to time;
(f) a reference to any legislation or to any section or provision of it includes:
(i) any statutory modification or re-enactment of, or any statutory
provision substituted for, that legislation, section or provision; and
(ii) ordinances, by-laws, regulations of and other statutory instruments
issued under that legislation, section or provision;
(g) words in the singular include the plural (and vice versa) and words denoting any
gender include all genders;
(h) headings are for convenience only and do not affect the interpretation of this
Contract;
(i) a reference to:
(i) a party, clause, Schedule or Exhibit is a reference to a party, clause, Schedule or Exhibit of or to this Contract; and
(ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;

(j) subject to clause 3.6, a reference to this Contract includes all Schedules and Exhibits;

(k) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(l) where under this Contract:
   (i) a direction is required to be given or must be complied with;
   (ii) payment of money must be made;
   (iii) an unconditional undertaking must be released; or
   (iv) a default must be remedied,

within a period of 7 days or less from a specified event, then only Business Days will be counted in computing the number of days;

(m) for the purposes of clauses 10.10, 10.11, 10.12 and 10.13:
   (i) any extension of time to any Date for Completion stated in days; or
   (ii) any reference to "day",

will include only those days indicated in Schedule 1, or otherwise approved by the Principal’s Representative, as working days;

(n) for all purposes (other than as set out in clauses 1.2(l) and 1.2(m), or where otherwise designated as a Business Day), "day" means calendar day;

(o) for the avoidance of doubt, a reference to an Other Contractor includes an Interface Contractor;

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

(q) a reference to "direction" in the definition of "Claim" in clause 1.1 or in any of clauses 2.1(e), 7.1(a)(i), 9.1, 9.8(l), 15 and 17 will be read as also including certificate, decision, demand, determination, instruction, notice, order, rejection, request or requirement but will not include any failure to reject a Document;

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

(e) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated; and

(t) any reference to "intended purpose" in clauses 2.1, 3.2, 4.1, or 5.1 will be read as referring to the intended purpose having regard to any intended purpose stated in, contemplated by or ascertainable from the terms of this Contract including the requirement that the Works, when completed will be constructed in compliance with all health and safety requirements of the WHS Legislation.

1.3 Ambiguous terms

(a) If the Principal’s Representative considers, or if the Contractor notifies the Principal’s Representative in writing that it considers, that there is an ambiguity, inconsistency or discrepancy in the Contract (including in any Exhibit), the Principal’s Representative must, subject to clause 1.4, direct the interpretation of this Contract which the Contractor must follow.
(b) The Principal's Representative, in giving a direction in accordance with clause 1.3(a), is not required to determine whether or not there is an ambiguity, inconsistency or discrepancy in this Contract.

(c) 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 any ambiguity, inconsistency or discrepancy in the Contract or any direction given by the Principal's Representative in respect of any such ambiguity, inconsistency or discrepancy.

1.4 Order of precedence

In the event of any inconsistency, ambiguity or discrepancy between the various documents comprising this Contract, the order of precedence in Schedule 1 applies.

1.5 Associated Deeds

As a condition precedent to any obligation of the Principal to pay the Contractor any amount under clause 11.4(a) the Contractor must, on or before the date of this Contract, provide the Principal's Representative with an executed deed poll in favour of PLRC in the form set out in Schedule 23, and if it has not already done so, two executed originals of the Interface Agreement.

1.6 Authorities

(a) This Contract will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of TINSW, MHC or PLRC to exercise any of their respective functions and powers pursuant to any legislation.

(b) Without limiting clause 1.6(a), anything TINSW, MHC or PLRC do, or fail to do or purport to do, pursuant to their respective functions and powers under any legislation, will be deemed not to be an act or omission by the Principal under this Contract.

(c) The Contractor:

(i) waives any Claims that it may have against the Principal as a result of the exercise by TINSW, MHC or PLRC of their respective functions and powers under any legislation; and

(ii) acknowledges and agrees that:

A. there are many Authorities with jurisdiction over aspects of the Contractor's Activities, parts of the Site, Remote Sites, Extra Land and other areas 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 upon, any Claim arising out of or in any way in connection with such occurrences.

2. Contractor's obligations

2.1 General

The Contractor:
2.2 Subcontracts

(a) Subject to clause 2.2(b), the Contractor may enter into Subcontracts for the vicarious performance of its obligations under this Contract.

(b) If Schedule 1 includes a list of one or more selected subcontractors for particular work, the Contractor shall subcontract that work to a selected subcontractor and thereupon give the Principal's Representative written notice of that selected subcontractor's name.

If no subcontractor in Schedule 1 will subcontract to carry out the selected subcontract work, the Contractor shall provide a list for the written approval of the Principal's Representative.

(b) The Contractor must not enter into any Subcontract with:

(i) a Prohibited Subcontractor; or

(ii) an initial subcontract price equal to or over the amount specified in Schedule 1 without the prior written approval of the Principal's Representative (which may be conditional but which will not be unreasonably withheld).

Any request by the Contractor for approval to subcontract under this clause 2.2(b) 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 issues and providing evidence of compliance with clause 2.2(g)), environmental compliance (including any environmental management system) and other performance, management systems and proposed safe working procedures.

Within 14 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.

(c) The Contractor must ensure that each Subcontractor referred to in Schedule 1:

(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 Sub-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 Schedule 1;

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 6 year period from completion of the relevant Subcontract works or professional services; and

(ii) is obliged under the relevant Subcontract to comply with clause 13.7(c) of this Contract in relation to the insurance referred to in sub-paragraph (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) The Contractor must:

(i) without limiting clause 16.22(c), ensure that each of its Subcontracts that has an initial subcontract price of the amount specified in Schedule 1 or more includes provisions to the effect set out in Schedule 5 and a clause to the same effect as this clause 2.2(e)(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 6 and provide this to the Principal’s Representative within 7 days of the engagement of that Subcontractor;

(iii) ensure that each Subcontractor (and their Subcontractors) executes a Confidentiality Undertaking in the form of Schedule 3 and provides this to the Principal’s Representative within 7 days of the engagement of that Subcontractor; and

(iv) procure that each of its Subcontractors:

A. engaged under a Subcontract that has an initial subcontract price equal to or greater than the amount specified in Schedule 1; or

B. in respect of the categories of work set out in Schedule 1 (regardless of subcontract price),

executes a deed in the form of Schedule 14 and provides this to the Principal’s Representative within 7 days of being engaged by the Contractor.
The Contractor must, as a condition precedent to Completion of the Works or a Portion, procure and provide the Principal's Representative with those warranties described in Schedule 1 or elsewhere in this Contract from 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 11 and must be in favour of the Principal and any other entity nominated by the Principal's Representative from time to time; 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.

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 novation in the form which appears in Schedule 18, such deed being between the Principal, the Contractor and the Subcontractor stated in Schedule 1.

The Contractor irrevocably and severally appoints the Principal and any authorised representative of the Principal to be the Contractor's attorney to execute, sign, seal and deliver in the name of the Contractor, the deed referred to in this clause 2.2(g) and all notices, deeds and documents for that purpose.

Any direction given by the Principal and any novation occurring pursuant to this clause 2.2(g) 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.

The Contractor must:

(i) ensure that, if any Law, including in the State or Territory in which the Works are situated or the Works are carried out (as the case may be), require that:

A. a person:

1) 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

2) 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;
must not direct or allow a person to carry out or use plant or substance at a workplace unless the requirements of subparagraph (i) are met (including any requirement to be authorised, licensed, qualified or supervised); and

(iii) if requested by the Principal’s Representative or required by the WHS Legislation, 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.

2.3 Compliance with Law

(a) Subject to clause 2.3(b)(i), the Contractor must in carrying out the Contractor’s Activities:

(i) comply with, and ensure that the Works and the Temporary Works comply with, all applicable Law;

(ii) give all notices and pay all fees, bonds and other amounts which it is required to pay in respect of the performance of its obligations under this Contract and give the Principal’s Representative copies of all notices it gives to Authorities at the time or before it submits such notices to Authorities;

(iii) give the Principal’s Representative copies of all documents (including Authority Approvals and other notices) that Authorities issue to it;

(iv) at all times conform and comply with, and ensure that the Works and the Temporary Works conform and comply with, all Codes and Standards; and

(v) not engage in any fraud, bribery or corruption.

(b) 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) if a notice is given by the Contractor which complies with clause 2.3(ab)(i), then within 10 Business Days of the notice being given, 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 6.2(a) in respect of the Change in Codes and Standards after which the relevant adjustments will be made under clause 6.4.

If there is any change in the Codes and Standards which does not constitute a Change in Codes and Standards the Contractor must comply with the change and will not be entitled to make any Claim against the Principal arising out of or in any way in connection with the change.

(b) The Contractor must:
obtain all Authority Approvals required for the execution of the Contractor’s Activities (and for that purpose prepare and submit all applications and associated documents to relevant Authorities), except for those Authority Approvals specified in Schedule 7 that either:

A. were obtained by the Principal prior to the date of this Contract; or
B. will be obtained by the Principal after the date of this Contract where required;

(ii) unless otherwise expressly specified in Schedule 4, comply with, satisfy, carry out and fulfil the conditions and requirements of all Authority Approvals (whether obtained by the Contractor or the Principal), including those conditions and requirements that the Principal is required, under the terms of the Authority Approvals, including the Planning Approval, to comply with, satisfy, carry out and fulfil;

(iii) in respect of any:

A. Authority Approvals which are to be obtained by the Principal after the date of this Contract; or
B. conditions and requirements of Authority Approvals which pursuant to Schedule 4 are to be satisfied or fulfilled by the Principal,

provide the Principal with such reasonable assistance as may be reasonably required by the Principal to enable the Principal to obtain the Authority Approvals or satisfy or fulfil the conditions and requirements;

(iv) for the purpose of obtaining all Authority Approvals as required by clause 2.3(b)(i), prepare all associated studies and reports required because of the design of the Works or Temporary Works proposed by the Contractor; and

(v) as a condition precedent to Completion of the Works or a Portion, ensure that it has:

A. obtained all Authority Approvals it is required to obtain under this Contract;
B. complied with, carried out and fulfilled all conditions and requirements of all Authority Approvals it is required to comply with, carry out and fulfil under this Contract;
C. without limiting clauses 2.3(b)(v)A and 2.3(b)(v)B, complied with, carried out and fulfilled all conditions and requirements of the Planning Approval which it is required to comply with, carry out and fulfil (including obtaining the approval of any person for anything) under this Contract; and
D. unless it is included in Schedule 7 as an Authority Approval which the Principal will obtain, obtained and supplied to the Principal’s Representative certification that the Works, or the Portion, as designed and built, comply with the requirements of the Building Code of Australia to the extent applicable,

including for the avoidance of doubt any Authority Approvals, conditions or requirements which must be obtained, carried out or
fulfilled to enable the Principal to occupy and use the Works or Portion for its intended purpose.

(c) Where there is a Change in Law:

(i) if either party wishes this clause 2.3(c)(i) to apply, then that party must, within 14 days of the Change in Law, give a written notice to the other and the Principal’s Representative stating that clause 2.3(c)(i) applies and containing details of the Change in Law;

(ii) if such a notice is given the Principal’s Representative will determine:

A. where the Change in Law decreases the Contractor’s costs of carrying out the Contractor’s Activities in compliance with the Change in Law, a reasonable amount as the amount of the decrease; or

B. where the Change in Law increases the Contractor’s costs of carrying out the Contractor’s Activities in compliance with the Change in Law, the amount of the increased costs reasonably incurred by the Contractor on the basis that the Contractor took all reasonable steps to mitigate those increased costs, and the Contract Sum will be increased or decreased by that amount; and

(iii) the Contractor must comply with the Change in Law.

(d) If a Change in Authority Approval occurs which necessitates a Variation, the Contractor must:

(i) if the relevant Authority Approval was obtained by the Principal, within 14 days of the date on which the Contractor becomes aware or ought reasonably to have become aware of the Change in Authority Approval taking effect, or

(ii) otherwise within 14 days of the Change in Authority Approval taking effect,

notify the Principal’s Representative in writing with detailed particulars of the reason why the Change in Authority Approval necessitates a Variation. If the Contractor gives such a notice and the Change in Authority Approval does necessitate a Variation the Principal’s Representative will direct a Variation under clause 6.2(a) after which relevant adjustments will be made under clause 6.4.

(e) Other than as set out in clause 2.3(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:

(i) any Change in Authority Approval;

(ii) an Authority Approval obtained or issued or which otherwise takes effect after the date of this Contract;

(iii) a change in an Authority Approval after the date of this Contract; or

(iv) any:

A. assumptions the Contractor makes; or

B. failure by the Contractor to adequately satisfy itself, as to what work methodologies and Temporary Works might be permissible under all Authority Approvals.
Without limiting the Contractor's obligations under any other clause of this Contract, insofar as the Contractor, in carrying out the Contractor's Activities, is:

(i) a person conducting a business or undertaking that designs plant, substances or structures to whom section 22 of the Work Health and Safety Act 2011 (NSW) applies;

(ii) a person conducting a business or undertaking that manufactures plant, substances or structures to whom section 23 of the Work Health and Safety Act 2011 (NSW) applies;

(iii) a person conducting a business or undertaking that imports plant, substances or structures to whom section 24 of the Work Health and Safety Act 2011 (NSW) applies;

(iv) a person conducting a business or undertaking that supplies plant, substances or structures to whom section 25 of the Work Health and Safety Act 2011 (NSW) applies; or

(v) a person conducting a business or undertaking that installs, constructs or commissions plant or structures to whom section 26 of the Work Health and Safety Act 2011 (NSW) applies,

the Contractor shall comply with the applicable obligations under the WHS Legislation.

2.4 Services

The Contractor must:

(a) obtain and pay for any Service it needs to perform its obligations under this Contract;

(b) relocate, remove, modify, support, protect, reinstate and provide all Services necessary for the Contractor to comply with its obligations under this Contract;

(c) subject to clause 3.5, assume the risk of the existence, location, condition and availability of all Services required for the execution of the Contractor's Activities;

(d) 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;

(e) despite any other provision in the Contract to the contrary, ensure that no Services are:

(i) damaged or destroyed; or

(ii) disconnected, disrupted, interfered with or interrupted during normal operating hours,

by reason of the performance of the Contractor's Activities;

(f) cooperate and coordinate with the owners of all Services, and implement their requirements as part of the Contractor's Activities; and

(g) indemnify the Principal against any claim, damages, expense, costs, loss, liability, fine or penalty the Principal suffers or incurs arising out of or in any way in connection with any disconnection, interference with, interruption or disruption to any Service arising out of or in any way in connection with the Contractor's Activities, provided that the Contractor's liability to indemnify the Principal will be reduced proportionally to the extent that an act or omission of the Principal, an Other Contractor or an agent of the Principal contributed to the claim, damages, expense, costs, loss, liability, fine or penalty.
Subject to clause 3.6, the Contractor agrees it is responsible for, and assumes the risk of all additional work, increased costs and any damages, expense, loss, liability, 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.

2.5 Crown Building Work

(a) The Contractor must, in relation to any part of the Works that is a Crown Building Work, certify (on behalf of the Principal) as required by section 109R of the Environmental Planning and Assessment Act 1979 (NSW).

(b) Any certification under clause 2.5(a) will not lessen or otherwise affect:

(i) the Contractor's other liabilities or responsibilities under this Contract or otherwise according to law; or

(ii) the Principal's rights against the Contractor, whether under this Contract or otherwise according to law.

2.6 Unconditional Undertakings and Parent Company Guarantee

(a) Without limiting clause 2.6(d), the unconditional undertakings to be provided under this clause 2.6 are for the purpose of ensuring the due and proper performance by the Contractor of its obligations under this Contract.

(b) The Contractor must give the Principal within 10 days of the date of this Contract, two unconditional undertakings:

(i) each for 2.5% of the Original Contract Price;

(ii) each in the form of Schedule 8;

(iii) each in favour of the Principal;

(iv) each issued by an Institution approved by the Principal; and

(v) where required by Law, duly stamped.

(c) Subject to its rights to have recourse to the unconditional undertakings and subject to clauses 2.6(g), 14.10 and 14.12, the Principal must:

(i) within 28 days after the Date of Completion of the Works or the last Portion to reach Completion, release so much of the unconditional undertakings provided by the Contractor under clause 2.6(b) as may be then held by the Principal, so that it then holds 2.5% of the Original Contract Price; and

(ii) within 28 days after the expiration of all the Defects Rectification Periods (excluding any extensions under clause 8.6), release so much of the unconditional undertakings provided by the Contractor under clause 2.6(b) as may be then held by the Principal, to such amount as the Principal's Representative determines to be reasonable, having regard to the work to which the remaining Defects Rectification Periods (including any extensions under clause 8.6) apply; and

(iii) within 28 days after the Date of Final Completion, release the balance of the unconditional undertakings provided by the Contractor under clause 2.6(b) as may be then held by the Principal.

(d) The Principal:

(i) may have recourse to any unconditional undertaking provided under this clause 2.6 or clause 11.2(g) at any time;

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

A. any unconditional undertaking; or
B. the proceeds of any unconditional undertaking if it is converted into cash; and

(iii) does not hold the proceeds referred to in clause 2.6(d)(ii)B on trust for the Contractor.

(e) The Contractor must not take any steps to injunct or otherwise restrain:

(i) any issuer of any unconditional undertaking provided under this clause 2.6 or clause 11.2(g) from paying the Principal pursuant to the unconditional undertaking.

(ii) the Principal from taking any steps for the purposes of making a demand under any unconditional undertaking provided under this clause 2.6 or clause 11.2(g) or receiving payment under any such unconditional undertaking; or

(iii) the Principal using the money received under any unconditional undertaking provided under this clause 2.6 or clause 11.2(g).

(f) The Contractor must within 10 days of the date of this Contract give the Principal a guarantee duly executed by the person referred to in Schedule 1 in favour of the Principal in the form of the Parent Company Guarantee and which is, where required, duly stamped.

(g) Despite any other provision of this Contract to the contrary, where this Contract may otherwise require the Principal to release an unconditional undertaking or this Contract is terminated by the Principal either pursuant to clause 14 or by reason of the Contractor repudiating this Contract (or otherwise at law), the Principal may continue to hold the unconditional undertaking after the date for its release or the termination of this Contract to the extent of any claim which the Principal may have against the Contractor arising out of, or in any way in connection with, this Contract or the Contractor's Activities whether for damages (including liquidated damages) or otherwise.

2.7 Long Service Leave Levy

Where the Contractor is specified in Schedule 1 as being responsible for payment of the long service leave levy, then, before commencing any construction work under this Contract (including any construction of Temporary Works), the Contractor must:

(a) pay to the Long Service Corporation or that body's agent all amounts payable for the long service levy in respect of the Contractor's Activities under the Building and Construction Industry Long Service Payments Act 1986 (NSW), and

(b) produce to the Principal's Representative the documents evidencing payment of the amounts referred to in clause 2.7(a).

2.8 Co-operation with Interface Contractors

The Contractor:

(a) acknowledges that:

(i) the Contractor's Activities interface with the Interface Work; and

(ii) Interface Contractors will be executing work on parts of the Site, or adjacent to the Site, at the same time as the Contractor is performing the Contractor's Activities;

(b) must at all times:

(i) permit Interface Contractors to execute the Interface 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, or failing agreement at the times determined by the Principal's Representative,

and 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) protect the Works, Temporary Works and other improvements on the Site from accidental damage by Interface Contractors and provide means of receiving, storing and protecting goods and equipment supplied by Interface Contractors;

(iii) co-operate with Interface Contractors, and do everything reasonably necessary to facilitate the execution of work by Interface Contractors, including providing Interface Contractors with such assistance as may be directed by the Principal's Representative;

(iv) carefully coordinate and interface the Contractor's Activities with the Interface Work and for this purpose:

A. make proper allowance in all programs for the Interface Work;

B. review all programs provided by Interface Contractors and confirm that they adequately allow for the Contractor's Activities and the interfaces of the Interface 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. provide the Interface Contractors with sufficient information about the current and expected Contractor's Activities to assist them to coordinate their Interface Work with the Contractor's Activities; and

F. it must cooperate, meet with, liaise, and share information so that the Contractor and the relevant Interface Contractor each comply with the provisions of the relevant EPL (if applicable);

(v) perform the Contractor's Activities so as to minimise any interference with or disruption or delay to the Interface Work; and

(vi) be responsible for coordinating the Contractor's Activities, including work sequencing, construction methods, safety and industrial relations matters with those affecting, and influenced by, Interface Contractors' personnel and work, including providing to the Principal's Representative copies of working method statements for those parts of the Works or Temporary Works which are adjacent to or interface with any Interface Work, at least 15 Business Days prior to commencing the work described in the work method statement.

2.9 Incident Management Reporting

(a) The Contractor must identify 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 MHC in accordance with the requirements of the Interface Agreement.

(c) In relation to any environmental or safety Incident involving Hazardous Material, Contamination, Pollution or other waste that arises during the performance of the Contractor's Activities, the Contractor must:

(i) at its own cost promptly take all appropriate action to manage and dispose of all Hazardous Material, Contamination, Pollution or other waste arising from the Incident;

(ii) comply with all relevant Laws including any requirements to give notice to a relevant Authority; and

(iii) at its own cost manage the Incident in a manner which minimises damage to the reputation of the Principal including complying with any reasonable request of the Principal's Representative.

(d) 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.

(e) Without prejudice to the Principal's other rights under this Contract, if the Principal forms the reasonable view, upon the occurrence (or imminent risk of the occurrence) of an Incident, that the Contractor is not taking adequate measures to manage the Incident or control or eliminate the adverse impact or the risk of such an Incident arising in the future, the Principal may (but has no obligation) to take such actions as it deems necessary to overcome and alleviate the cause and consequences of any Incident. If the Principal takes any such action it will be entitled to recover its reasonable costs and expenses from the Contractor as a debt due from the Contractor to the Principal.

(f) Without prejudice to the Principal's other rights under this Contract, the Principal reserves the right to issue an immediate stop work order in the event of any Incident involving:

(i) a significant spill of Contamination;

(ii) any accident or release of Hazardous Materials which it believes may pose a danger to health, life or property;

(iii) any actual damage or harm to the Environment or a significant risk of harm to the Environment; or

(iv) a fatality or injury to any person including any incident which must be reported to New South Wales WorkCover Authority.

The Principal will not be liable upon any Claim by the Contractor for any cost, expense or penalty resulting from any work stoppage due to a stop work order or for the failure to issue a stop work order.

(g) The Principal will be entitled to recover its reasonable costs and expenses for any action the Principal's Representative deems necessary to avoid the issue of any stop work order in relation to the Contractor's, its agent's or its Subcontractor's acts or omissions in performing the Contractor's Activities as a debt due from the Contractor to the Principal.
2.10 Principal Contractor

(a) In this clause 2.10 the terms "construction project", "construction work", "principal contractor" and "workplace" have the same meanings assigned to those terms under the WHS Legislation.

For the purpose of the WHS Legislation and the Contract, the Works and any Other Contractor Work is taken to be part of the same construction project.

(b) If the Contractor is specified in Schedule 1 as being the principal contractor:

(i) the Principal engages the Contractor as the principal contractor in respect of the Contractor's Activities and all Other Contractor Work carried out on the Site;

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

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

(c) To the extent not prohibited by law, the Contractor must indemnify the Principal against any damage, expense, loss or liability suffered or incurred by the Principal arising out of or in connection with the Contractor's failure to discharge the duties imposed on a principal contractor by the WHS Legislation that the Contractor is required to discharge in accordance with this clause 2.10.

(d) Where the Contractor is not specified in Schedule 1 to be the principal contractor, the Contractor:

(i) acknowledges that the person who is specified in Schedule 1 is the principal contractor in respect of all construction work carried out by or on behalf of the Principal on that Site during the period during which that person is specified as being the principal contractor in Schedule 1; and

(ii) must comply with any exercise by the person referred to in sub-paragraph (i) of such authority as is necessary to enable that person to discharge the responsibilities imposed on a principal contractor by the WHS Legislation.

(e) Without limiting anything else in this clause 2.10, the Contractor must, in respect of Remote Works, Remote Sites and Extra Land, discharge the duties of a principal contractor under the WHS Legislation in respect of such construction work.

3. The Site and Location of the Works

3.1 Access

(a) The Contractor acknowledges and agrees that access to the Site will be provided progressively to the Contractor as set out in Schedule 1.

(b) Subject to clause 3.1(c) and any other provision of this Contract affecting access, the Principal must:

(i) give, or ensure the Contractor has, access to the Site by the dates set out in Schedule 1 (and if a period is specified in relation to access to a part of the Site, then by the last day of that period); and

(ii) once access to a part of the Site is provided to the Contractor, thereafter continue to allow, or ensure that the Contractor is continued to be allowed, access to that part of the Site.
(c) The Contractor acknowledges and agrees that:

(i) access to the Site or any part thereof will only confer on the Contractor a right to such management and control as is necessary to enable the Contractor to execute the Contractor's Activities in accordance with this Contract and to discharge its responsibilities under the WHS Legislation, including to discharge its responsibilities as principal contractor;

(ii) the Principal is not obliged to give the Contractor access to any part of the Site until the Contractor has:

A. complied with clause 2.6(b) of this Contract;

B. submitted the Project Safety Management Plan, the Construction Environmental Management Plan, the Construction and Site Management Plan and any other Documents to the Principal's Representative for review under clause 9.8 and the Principal's Representative has not rejected the relevant proposed Document within 15 Business Days after such submission in accordance with clause 9.8(c);

C. effected the insurance policies required under clauses 13.4, 13.4A and 13.5;

D. complied with clauses 13.4, 13.4A and 13.5 with respect to each insurance policy; and

E. complied with the matters set out in Schedule 1;

(iii) the Principal is not obliged to provide, and the Contractor may not be given, exclusive access to the Site;

(iv) the Principal is not obliged to carry out any work or provide any facilities to the Contractor which may be necessary to enable the Contractor to obtain access to the Site or carry out the Contractor's Activities; and

(v) the Principal and others will engage Other Contractors to work upon or in the vicinity of the Site, Remote Sites and Extra Land at the same time as the Contractor;

(d) The Principal's obligations under clause 3.1(a) and 3.1(b) in respect of each part of the Site will cease upon the issue of a Notice of Completion in respect of the last Portion occupying that part of the Site, except to the extent required to allow the Contractor to comply with its obligations during the Defects Rectification Periods.

(e) Failure by the Principal to give access as required by clause 3.1(b) will not be a breach of this Contract but will entitle the Contractor to:

(i) an extension of time to any relevant Date for Completion under clause 10.10 if the requirements of that clause are satisfied; and

(ii) have the Contract Sum increased by the costs reasonably incurred by the Contractor as a direct result of the failure of the Principal to give access as required by clause 3.1(b) as determined by the Principal's Representative who must, where they are applicable, use the rates and prices in Schedule 1.

(f) The Contractor's entitlement under clause 3.1(e)(ii) will be its only right to payment of money arising out of or in any way in connection with the Principal's failure to give access as required by clauses 3.1(a), 3.1(b)(i) or 3.1(b)(ii).
3.2 Temporary Works

The Contractor must:

(a) design, and

(b) carry out

all Temporary Works required to execute the Contractor's Activities so that the Temporary Works will be fit for their intended purpose.

3.3 Management and Control of the Site

(a) At all times after being given access to the Site or a part of the Site under clause 3.1 and before the Date of Completion of the Works or the last Portion to reach Completion, the Contractor:

(i) without limiting any right of the Principal or the Principal's Representative under this Contract, and subject to clause 2.10, will be responsible for the management and control of the Site;

(ii) must control access to, and the security and maintenance of, the Site or that part, except where the Principal's Representative advises otherwise;

(iii) must ensure public safety on and adjacent to the Site or that part;

(iv) must provide for the continuous safe passage of the public, road and railway system users on existing roads, footpaths access ways, cycleways and Light Rail Tracks affected by the Contractor's Activities in accordance with this Contract;

(v) must, subject to clauses 3.1 and 3.10 and the TINSW Standard Requirements, and any relevant 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;

(vi) must not impede access or Services to private property without the consent of the Principal's Representative and the relevant owner or occupier; and

(vii) must ensure that existing buildings (including residences, whether occupied or unoccupied) on the Site are preserved and protected from damage (including from theft and vandalism) until (where relevant) they are due for demolition by the Contractor if that forms part of the Contractor's Activities.

(b) At all times after being given access to a Remote Site by the owner or occupier of or persons providing access to the relevant Remote Site for the purposes of carrying out the Contractor's Activities related to Remote Works and before the relevant Date of Completion, the Contractor:

(i) will be responsible for the management of the Remote Site;

(ii) must (subject to the requirements imposed on the Contractor by the owner or occupier of or persons providing access to the relevant Remote Site):

A. control access to, and the security and maintenance of, the relevant Remote Site; and

B. provide for the continuous safe passage of the public, road and railway system users on existing roads, footpaths, accessways, cycleways and Light Rail Tracks affected by the Contractor's Activities in accordance with this Contract;
must ensure public safety on and adjacent to the relevant Remote Site; and

must not impede access or Services to the relevant Remote Site without the consent of the relevant owner, occupier or access provider.

3.4 Remote Sites and Extra Land

(a) The Contractor acknowledges and agrees that:

(i) the Remote Works form part of the Works or Temporary Works;

(ii) the Principal is not responsible for providing (or assisting the Contractor to obtain) access to any Remote Site or Extra Land;

(iii) the location of the Remote Sites may not be fixed and, in such cases, must be determined by the Contractor in consultation with the Principal and any relevant entity who is to take the benefit of the Remote Works;

(iv) it accepts all risk and responsibility in respect of identifying the location of and gaining access to the Remote Sites necessary in respect of Remote Works and it must procure for itself and at its own cost the occupation or use of or relevant rights over the Remote Sites, including complying with all requirements, and entering into all agreements, necessary for any Track Possessions, including the Track Possessions referred to in clause 10.13(b);

(v) it has made and will make adequate allowances in the Contractor Program for Remote Works;

(vi) it will comply with all directions of the owners, occupiers or persons providing access to the respective Remote Sites or Extra Land, including in respect of any Service connection points; and

(vii) it will not be entitled to make, and the Principal will not be liable upon, any Claim in respect of any Remote Works, Remote Sites or Extra Land, other than to the extent expressly provided for in clause 10.13(b).

(b) 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 and Remote Sites which is necessary or which it may require for the purposes of carrying out the Contractor’s Activities;

(ii) at its own cost carry out all activities and procure all Services necessary to make the Remote Sites and Extra Land suitable for use by the Contractor;

(iii) as a condition precedent to Completion of the Works or any Portion:

A. rehabilitate any Remote Sites and Extra Land of the kind referred to in paragraph (a) 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 in the form of Schedule 13 or a release on terms otherwise satisfactory to the Principal’s Representative from all claims or demands (whether for damages or otherwise howsoever arising) from the owner or occupier of, and from other persons having an interest in, such Remote Sites and Extra Land; and
(iv) indemnify the Principal against any damage, expense, loss, cost or liability suffered or incurred by the Principal arising out of or in any way in connection with a claim by the owner or occupier of, or any other person having any interest in, any Remote Sites or Extra Land, provided that the Contractor's liability to indemnify the Principal will be reduced proportionally to the extent that an act or omission of the Principal, an Other Contractor or an agent of the Principal contributed to the damage, expense, loss, cost or liability.

3.4A Access and Traffic Management Plan

(a) The Contractor must within 30 days from the date of the Contract prepare an Access and Traffic Management Plan.

(b) The Contractor must comply with the Access and Traffic Management Plan at all times.

(c) If the Contractor wishes to amend the Access and Traffic Management Plan, it must submit a copy of the proposed amended Access and Traffic Management Plan to the Principal, and clause 9.8 will apply.

3.5 Site Conditions

(e) - Without limiting or otherwise affecting clause 3.6(c), the Contractor warrants and for all purposes it will be deemed to be the case that, prior to the date of this Contract the Contractor:

(i) examined, and relied solely upon its own assessment, skill, expertise and inquiries in respect of, all information relevant to the risks, contingencies and other circumstances having an effect on its Tender and its obligations under this Contract and which was obtainable by the making of reasonable enquiries;

(ii) was given the opportunity prior to the date of this Contract to itself undertake, and to request others to undertake, tests, enquiries and investigations:

A. relating to the subject matter of Information Documents and Materials and the Site Conditions; and

B. for design purposes and otherwise;

(iii) had a sufficient opportunity to obtain and obtained all necessary legal, geotechnical and other technical advice in relation to the terms of this Contract, the Information Documents and Materials, the Site Conditions, as well as the risks, contingencies and other circumstances having an effect on its Tender, the performance of its obligations and its potential liabilities under this Contract; and

(iv) undertook sufficient tests, enquiries and investigations, had sufficient information and obtained a sufficient understanding of the risks involved to enable it to make an informed decision about whether or not to enter into this Contract and assume the obligations and potential risks and liabilities which it imposes on the Contractor.

(b) Without limiting or otherwise affecting clauses 3.6(c) and 3.6(d), the Principal makes no representation and gives no warranty to the Contractor in respect of:

A. the Site, Remote Sites, Extra Land or their surroundings;

or

B. any structure or other thing on, under, above or adjacent to the Site, Remote Sites or Extra Land;
(i) the existence, location, condition or availability of any Service on, under, above, adjacent to or related to the Site, Remote Sites or Extra Land; or

(ii) the feasibility or fitness for purpose of the Works Brief including, in respect of the constructability of the Works, having regard to the physical conditions and characteristics of the Site, Remote Sites or Extra Land.

(c) Subject to clauses 3.7 and 3.9, the Contractor accepts:

(i) the Site, Remote Sites and Extra Land; and

(ii) any structure or other thing on, under, above or adjacent to the Site, Remote Sites and Extra Land, and any Site Conditions;

in their existing condition subject to all sub-surface conditions and defects, and:

(iii) agrees it is responsible for, and assumes the risk of all additional work, increased costs and any damages, expense, loss, liability, delay or disruption (including any delay in achieving Completion) it suffers or incurs arising out of or in any way in connection with; and

(iv) must investigate and perform the Contractor's Activities, including design and construct the Temporary Works, in accordance with this Contract, and will not be relieved of its obligations under this Contract irrespective of any of the following:

(v) the Site Conditions encountered in performing the Contractor's Activities;

(vi) whatever may be the condition or characteristics (including all sub-surface conditions) of:

A. the Site, Remote Sites or any Extra Land, the Environment or their surroundings; or

B. any structure or other thing on, above or adjacent to, or under the surface of, the Site, Remote Sites or any Extra Land, the Environment or their surroundings; and

(vii) any assumptions, projections, estimates, contingencies or otherwise that the Contractor may have made in relation to the Site Conditions or the conditions or the characteristics of any of the matters referred to in sub-paragraph (vi)

including:

(viii) the existence of any Contamination or any decontamination or remediation required under clause 3.9;

(ix) the suitability or otherwise of any material or condition upon, under, over or in any way associated with the Site, Remote Sites or Extra Land for use in the Contractor’s Activities;

(x) water, atmospheric, sub-surface and other conditions or characteristics or aspects; and

(xi) all existing systems and Services, above or below ground level and the location of all facilities with which such systems and Services are connected.
3.6 Information Documents and Materials

(a) Whether or not any Information Documents and Materials or any part thereof form an Exhibit to this Contract, the Contractor acknowledges that:

(i) the Information Documents and Materials or part thereof do not form part of this Contract and that clause 3.6(c) applies to the Information Documents and Materials or part thereof; and

(ii) where Information Documents and Materials or any part thereof form an Exhibit to this Contract, they do so only for the purposes of identification of that document or part thereof.

(b) Without limiting clause 3.6(c):

(i) the Contractor 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 and Materials, and the Information Documents and Materials do not form part of this Contract;

(ii) subject to clause 3.6(e) the Principal will not be liable upon any Claim by the Contractor arising out of or in any way in connection with:

A. the provision of, or the purported reliance upon, or use of the Information Documents and Materials to or by the Contractor or any other person to whom the Information Documents and Materials are disclosed; or

B. a failure by the Principal to provide any other information, data or documents to the Contractor.

(c) The Contractor:

(i) 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 or anyone on behalf of the Principal or any other information, data, representation, statement or document for which the Principal is responsible or may be responsible whether or not obtained from the Principal or anyone on behalf of the Principal; or

B. the accuracy, adequacy, suitability or completeness of such information, data, representation, statement or document, for the purposes of entering into this Contract except to the extent that any such information, statement or document forms part of this Contract;

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

(iii) acknowledges that it is aware that the Principal has entered into this Contract relying upon the warranties, acknowledgements and agreements in clauses 3.6(c)(i) and 3.6(c)(ii).

(d) Subject to clause 3.6(e), the Contractor releases and indemnifies the Principal from and against:

(i) any claim against them by, or liability of them to, any person; or
(ii) (without being limited by clause 3.6(d)(i)) any costs, expenses, losses or damages suffered or incurred by them, arising out of or in any way in connection with:

(iii) the provision of, or the purported reliance upon, or use of the Information Documents and Materials, as referred to in clauses 3.6(b) and 3.6(c)(i), to or by the Contractor or any other person to whom the Information Documents and Materials are disclosed or a failure by the Principal to provide any information, data or documents to the Contractor (other than any information, data or documents which the Principal is required to provide to the Contractor by the terms of this Contract);

(iv) any breach by the Contractor of this clause 3.6; or

(v) the Information Documents and Materials being relied upon or otherwise used in the preparation of any information or document, including any information or document which is "misleading or deceptive" or "false or misleading" (within the meaning of those terms in sections 18 and 29 of Schedule 2 of the Competition and Consumer Act 2010 (Cth) or any equivalent provision of State or Territory legislation.

(e) The acknowledgements, warranties, releases and indemnities referred to in clauses 3.6(a) to 3.6(d) do not affect the Contractor's rights under clauses 3.7 and 3.9.

3.7 Hazardous Material

(a) The Contractor acknowledges that it is aware that there may be Hazardous Material in structures which are located on, in or under the Site and will rely entirely on its own enquiries and investigations.

(b) The Principal does not make any representation or warranty (express or implied) as to the nature or extent of any Hazardous Materials that may be present in structures on, in or under the Site.

(c) The Contractor must provide for the management of any Hazardous Material in any structures in the Contractor's Environmental Management Plan and Project Safety Management Plan and take all measures required to protect workers and others from Hazardous Material in accordance with Law, the OHS Guidelines and the TNSW Standard Requirements.

(d) The Contractor must carry out a Hazardous Materials audit prior to commencing any demolition work or construction work on structures which could potentially contain Hazardous Materials and provide a copy of the audit report to the Principal's Representative.

(e) Without limiting any obligation of the Contractor to comply with the Authority Approvals, the Contractor must submit a notice for the review of the Principal's Representative under clause 9.8 containing details of the works necessary to remove and dispose of any Hazardous Material identified in accordance with clause 3.7(d).

(f) After the Principal's Representative has had the period referred to in clause 9.8(c)(i) (or such shorter period as the Principal's Representative may advise to the Contractor in writing) and has not rejected the Contractor's notice under clause 3.7(e) the Contractor must comply with the notice and remove and dispose of any Hazardous Material in structures on, in or under the Site in accordance with relevant Laws, Authority Approvals and any direction of a relevant Authority where applicable.

(g) The Contractor acknowledges and agrees that:
subject to clause 3.7(g)(i), the Principal will be liable to pay the Contractor an amount for removing and disposing of any Hazardous Material in accordance with clause 3.7(f), with the valuation of the amount being made under clause 6.4 as if the removal and disposal work was a Variation;

(ii) the Contractor will not be entitled to any increase in the Contract Sum or to make any Claim for payment:
A. for the costs of complying with this clause 3.7, other than for the amount referred to in clause 3.7(g)(i);
B. in respect of carrying out the Hazardous Material audit required by clause 3.7(d);
C. for any costs incurred arising out of or in connection with any delay or disruption to the Contractor's Activities resulting from the presence of any Hazardous Material, or
D. in respect of any investigation of structures on the Extra Land and any removal and disposal of Hazardous Material from such structures, and

(iii) the Contractor will not be entitled to an extension of time in respect of any delay arising out of or in connection with the discovery of Hazardous Material or the discharge of the obligations under this clause 3.7.

3.8 Things of Value Found
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.

The Contractor must:
(a) immediately notify the Principal's Representative if it discovers a Valuable Find; and
(b) ensure the Valuable Find is protected and not lost, removed, disturbed or damaged; and
(c) comply with any directions of the Principal's Representative in relation to the Valuable Find.

Despite the acknowledgements, warranties, releases and indemnities referred to in clauses 3.6(a) to 3.6(d):
(d) 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 clause 3.8; and
(e) the Contractor will be entitled to make a claim for an extension of time under clause 10.7 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 could not have been reasonably anticipated by a competent and experienced contractor having done those things referred to in clause 3.5(a)(i), 3.5(a)(ii), 3.5(a)(iii) and 3.5(a)(iv), as determined by the Principal's Representative.

3.9 Contamination
(a) The Contractor acknowledges that it is aware that there may be Contamination on, in, under or migrating from the Site including in, areas under Tracks, surface soils generally and locations which have been filled.
The Contractor must provide for the management of any Contamination that may be present on, in, under or migrating from the Site in the Contractor's Environmental Management Plan and the Project Safety Management Plan and take all measures required to protect workers and others in accordance with the Law, the OH&S Guidelines and the TNSW Standard Requirements.

(b) Without limiting clauses 2.3(a)(i) and 3.9(a), the Contractor must, if it considers necessary, undertake any investigation to delineate the nature and extent of any Contamination on, in, under or migrating from the Site prior to commencing any part of the Contractor's Activities on the Site in order to identify the steps necessary to deal with any Contamination as part of the Contractors Activities.

(c) Without limiting any obligation of the Contractor to comply with all Authority Approvals, the Contractor must:

(i) notify the Principal's Representative in writing within 5 Business Days of becoming aware of the existence of any Contamination on, in, under or migrating from the Site, and thereafter provide the Principal's Representative with such further written details as the Principal's Representative may request including a copy of any investigation report prepared pursuant to clause 3.9(b);

(ii) promptly after providing a notice under clause 3.9(c)(i), submit a notice for the review of the Principal's Representative under clause 9.8 containing:

A. details of the steps which the Contractor proposes to take to:

1) investigate, remediate, dispose of, manage, monitor, contain or otherwise deal with the Contamination so that the Site is remediated to a standard suitable for the proposed use of the Site ("Remediation Steps"). For the avoidance of doubt, the Contractor is permitted to incorporate Remediation Steps to address the Contamination which was present on, in under or migrating off the Site prior to the date of this Contract into the Works where such incorporation is specified in the Works Brief;

2) unless the Principal's Representative directs otherwise, incorporate the Contamination into the Works in preference to its disposal off site where this is technically and economically feasible;

3) dispose of Contamination off-site to a licensed waste disposal facility in accordance with clause 3.13 if:

a) this more economically viable than remediating and or otherwise dealing with the Contamination in situ; or

b) the Principal's Representative has directed the Contractor to do so; and

4) report to all relevant Authorities if required to do so,

in each case in accordance with any relevant Law, Authority Approvals and any written direction from a relevant Authority;
B. the Contractor's estimate of any adjustment which would be made under paragraph (e) to comply with the Remediation Steps and where the estimate is not a fixed lump sum the proposed administration and verification measures to evidence the cost of the Remediation Steps; and

C. a plan documenting the Remediation Steps determined pursuant to the criteria in clause 3.9(c)(i)A ("Remediation Action Plan");

(iii) only after the Principal's Representative has had the period referred to in clause 9.8(c)(ii) (or such shorter period as the Principal's Representative may advise to the Contractor in writing) and has not rejected the Contractor's notice under clause 3.9(c)(iii), implement the Remediation Action Plan in accordance with relevant Laws, Authority Approvals and any direction of a relevant Authority where applicable, and

(iv) in dealing with any Contamination:

A. take all measures necessary to protect workers and others in accordance with Law and the OH&S Guidelines;

B. take all reasonable steps to ensure that the Contamination is quarantined from other in-situ or excavated materials so as to prevent cross-contamination; and

C. provide waste classification reports and documents demonstrating that cross-contamination has not occurred.

(d) The Contractor must indemnify the Principal against any claim, damage, expense, loss, liability, fine or penalty 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 3.9, provided that the Contractor's liability to indemnify the Principal will be reduced proportionally to the extent that an act or omission of the Principal, Other Contractors or an agent of the Principal may have contributed to the claim, damage, expense, loss, liability, fine or penalty.

(e) The Contractor acknowledges and agrees that:

(i) subject to clause 3.9(e)(ii), the Principal will be liable to pay the Contractor an amount for implementing the Remediation Action Plan in accordance with clause 3.9(c)(iii), with the valuation of the amount being made under clause 6.4 as if the implementation work was a Variation;

(ii) the Contractor will not be entitled to any increase in the Contract Sum or to make any other Claim for payment:

A. for complying with this clause 3.9, other than for the amount referred to in clause 3.9(e)(i);

B. in respect of carrying out investigations of the Site to determine the presence and extent of any Contamination present on, in, under or migrating from the Site;

C. in respect of any costs incurred in the management, handling and disposal of the following types of General Solid Waste (non-putrescible) as defined in the Department of Environment, Climate Change and Water NSW Waste Classification Guidelines dated December 2009:
1) glass, plastic, rubber, plasterboard, ceramics, bricks, concrete or metal;
2) paper and cardboard;
3) household waste from municipal clean ups that does not contain food waste;
4) grit, sediment, litter and gross pollutants from stormwater treatment devices that does not contain free liquids;
5) building and demolition waste;
6) green waste;
7) virgin excavated natural material; and
8) wood waste;

D. for any costs incurred arising out of or in connection with any delay or disruption to the Contractor's Activities resulting from the presence of any Contamination on, in, under or migrating from the Site including arising out of or in connection with complying with its obligations under clauses 3.9(b), 3.9(c)(i) and 3.9(c)(ii);

E. for managing the remediation works on the Site; or

F. in respect of any investigation or remediation of Extra Land; and

(iii) the Contractor will not be entitled to an extension of time in respect of any delay arising out of or in connection with the discovery of Contamination or the discharge of its obligations under this clause 3.9.

3.10 Principal's Right to Access and Inspect

Subject to clause 3.14, the Contractor must:

(a) without limiting clauses 3.3 and 3.4, minimise disruption or inconvenience to:

(i) the Principal, occupiers (including LRT passengers and other users), tenants and potential tenants of the Site, Remote Sites, Extra Land or any other land or buildings above or adjacent to the Site, Remote Sites or any Extra Land or a part thereof in their occupation or use of, or attendance upon, any part of the Site, Remote Sites or any Extra Land, including any occupation or use of the Works, a Portion or a part thereof under clause 12.6; and

(ii) others having a right of access to the Site, Remote Sites or Extra Land or any other land or buildings above or adjacent to the Site, Remote Sites or any Extra Land; and

(b) at all times:

(i) give the Principal's Representative, the Principal and any person authorised by either the Principal's Representative or the Principal access to:

A. the Works;
B. the Site; or
C. any other areas where the Contractor's Activities are being carried out,

including unobstructed vehicular access through the Site; and
(ii) provide the Principal and the Principal's Representative with every reasonable facility necessary for the Inspection of the Contractor's Activities, including the Contractor's compliance with the Authority Approvals.

3.11 Works to be constructed within Site

The Contractor must ensure that:

(a) the Works and any Temporary Works (other than Remote Works and any Temporary Works for Remote Works) are constructed within the relevant boundaries of the Site stipulated in Schedule 1 or any Extra Land, where applicable; and

(b) the Remote Works and any Temporary Works for Remote Works are constructed within the boundaries of the Remote Sites or any Extra Land, where applicable.

3.12 Condition Surveys

The Principal has undertaken a condition survey of the properties listed in Schedule 1. The Contractor may undertake further condition surveys of these properties.

The Contractor must:

(a) identify and prepare a condition survey of all property that could be affected or damaged by the Contractor's Activities and as required by the Planning Approval;

(b) prepare this condition survey a minimum of two weeks prior to commencing any work on the Site, or on any other land which is necessary for performing the Contractor's Activities or undertaking the Works, where that work could damage property on or off the Site; and

(c) in preparing this condition survey use suitably skilled, qualified, and experienced personnel or Subcontractors.

3.13 Waste Disposal

(a) The Contractor must remove from the Site, Remote Sites and Extra Land and dispose of any Hazardous Material, Contamination or other waste pursuant to its obligations under this Contract to a licensed waste facility in accordance with all relevant Law and Authority Approvals.

(b) The Contractor must:

(i) ensure that the entity that carries out the storage, treatment, transport and disposal of the Hazardous Material, Contamination or other waste from the Site holds all relevant Authority Approvals that are necessary; and

(ii) procure and provide evidence of such Authority Approvals to the Principal's Representative upon request.

(c) The Contractor must ensure that its employees and agents, as applicable, are suitably trained in correct and safe methods of loading, unloading and handling any Hazardous Material, Contamination or other wastes and that they comply with all applicable Laws.

(d) The Contractor must indemnify the Principal against any claim, damage, expense, loss, liability, fine or penalty 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, provided that the Contractor's liability to indemnify the Principal will be reduced proportionally to the extent that an act or omission of the Principal, Other Contractors or an agent of the
Principal may have contributed to the claim, damage, expense, loss, liability, fine or penalty.

3.14 **Principal not in Control**

The Contractor and Principal acknowledge that nothing in this Contract including the right to inspect pursuant to clause 3.10 or any audit by the Principal or the Principal's Representative at any time will be construed to mean or imply that:

(a) the Principal has any management or control over the Contractor's Activities or the Site, Remote Sites or Extra Land; or

(b) the Principal has any responsibility for any act or omission by the Contractor or its Subcontractors or agents including compliance or non-compliance with any relevant Laws, Authority Approvals or this Contract.

4. **Compliance**

4.1 **Quality of Work**

The Contractor must use the materials and standard of workmanship required by this Contract, and otherwise comply with this Contract in the execution of the Contractor's Activities. In the absence of any other requirement, the Contractor must use suitable new materials and ensure that all workmanship and materials are fit for their intended purpose.

4.2 **TfNSW Standard Requirements**

The Contractor must comply with the requirements of the TfNSW Standard Requirements.

4.3 **Environmental Management**

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) as part of the Contract Management Plan, document, implement and maintain a contract specific Contractor's Environmental Management Plan for the management of environmental matters in accordance with the TfNSW Standard Requirements;

(c) carry out the Contractor's Activities in accordance with the Contractor's Environmental Management Plan;

(d) supervise Subcontractor's activities and ensure that they are complying with all relevant Law, Authority Approvals and TfNSW Standard Requirements in relation to environmental management on the Site, Remote Sites and Extra Land; and

(e) use, and be able to demonstrate the use of, ecologically sustainable development principles in the construction of the Works, in the design and construction of the Temporary Works and all other Contractor's Activities.

4.4 **OH&S Management**

The Contractor must:

(a) hold and maintain an OH&S management system for so long as any Contractor's Activities are carried out that complies with the OH&S Guidelines and the TfNSW Standard Requirements;

(b) as part of the Contract Plan, develop, document and implement a contract specific Project Safety Management Plan in accordance with the OH&S Guidelines and TfNSW Standard Requirements;

(c) carry out the Contractor's Activities in accordance with the Project Safety Management Plan;
(d) create a safe working environment for ensuring the safety of all authorised personnel on the Site, Remote Sites and Extra Land and that no unauthorised individual gains access to the Site; and

(e) supervise any Subcontractor's activities and ensure that they are complying with all relevant Law, Authority Approvals and the TfNSW Standard Requirements in relation to the OH&S management on the Site, Remote Sites and Extra Land.

4.5 No Relief from Obligations

The Contractor will not be relieved from any of its liabilities or responsibilities under this Contract (including under clause 6 or otherwise according to law) nor will the rights of the Principal whether under this Contract or otherwise according to law be limited or otherwise affected, by:

(a) the implementation of, and compliance with, any management system or plan by the Contractor;

(b) compliance with the Contract Management Plan by the Contractor;

(c) any release, authorisation, approval or agreement by the Principal's Representative, or any other person acting on behalf of the Principal or the Principal's Representative, particularly those concerning or relating to the Contractor proceeding past any hold point or witness point identified in the Works Brief, the TfNSW Standard Requirements or otherwise directed by the Principal's Representative;

(d) any failure by the Principal, the Principal's Representative or any other person acting on behalf of the Principal or engaged by the Principal to detect any Defect, particularly whilst participating in any hold point or witness point procedure, including where such a failure is the result of a negligent act or omission; or

(e) any inspections arranged by the Principal's Representative under the TfNSW Standard Requirements or any related discussions between the Contractor's Representative and the Principal's Representative.

5. Design and Design Documentation

5.1 Contractor's Design

The Contractor:

(a) must:

(i) design the parts of the Works and the Temporary Works which the Contract requires it to design;

(ii) in preparing the Design Documentation comply with requirements of the Contract (including the TfNSW Standard Requirements); and

(b) warrants that:

(i) any Design Documentation it prepares will comply with the requirements of the Contract and will be fit for its intended purpose; and

(ii) to the extent they are designed by the Contractor, the Works and the Temporary Works will be fit for their intended purpose.

5.2 Principal's Representative May Review

(a) The Design Documentation must be submitted to the Principal's Representative.

(b) Clause 9.8 applies to all Design Documentation.
5.3 Intellectual Property Rights

(a) The Contractor must ensure that, whilst performing the Contractor’s Activities, it does not infringe any patent, registered design, trade mark or name, copyright or other protected right.

(b) Copyright in any Design Documentation prepared by the Contractor under Clause 5.1(a)(i) is assigned to the Principal upon its creation. The Principal grants to the Contractor a licence to use such Design Documentation for the Contractor’s Activities.

(c) The Contractor must indemnify the Principal against any claims against, or cost, 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 patent, registered design, trade mark or name, copyright or other protected right.

5.4 Moral Rights

The Contractor:

(a) must ensure that it does not infringe any moral right of any author of an artistic work in carrying out the Contractor’s Activities;

(b) must ensure that it obtains irrevocable written consent, for the benefit of the Principal and the Contractor, from the author of any artistic work to be incorporated into, or used during the design or construction of, the Works, including any necessary consents from its employees and any consultants engaged by it, to:

(i) any non attribution or false attribution of the artistic work; and

(ii) any repairs to, maintenance and servicing of, additions, refurbishment or alterations to, changes, relocation, destruction or replacement of the artistic work or the Works; and

(c) indemnifies the Principal against any claims against, or costs, losses or damages suffered of incurred by the Principal, arising out of, or in any way in connection with, any actual or alleged infringement of any author’s moral rights arising out of or in any way in connection with the Works, or arising in the future out of or in connection with any change, alteration, relocation or destruction of the Works.

This clause 5.4 will survive the termination of the Contract and the completion of the Works.

The terms “artistic work” and “attribution” have the meaning given to them in the Copyright Act 1968 (Cth).

6. Variations

6.1 Proposed Variations

At any time prior to the Date of Completion of the Works or the last Portion to reach Completion (but without limiting clauses 8 and 13.3) the Principal’s Representative may issue a document titled “Variation Proposal Request” to the Contractor, which will set out details of a proposed Variation that the Principal is considering.

Within 10 Business Days of the receipt of a “Variation Proposal Request”, or at such other time as is approved by the Principal’s Representative, the Contractor must provide the Principal’s Representative with a written notice in which the Contractor sets out such details as may be reasonably required by the Principal’s Representative.

The Principal will not be obliged to proceed with any proposed Variation that is the subject of a “Variation Proposal Request”.

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6.2 Variation Orders

(a) Whether or not the Principal's Representative has issued a "Variation Proposal Request" under clause 6.1, the Principal's Representative may at any time prior to the Date of Completion of the Works or the last Portion to reach Completion (but without limiting clauses 8 and 13.3) direct the Contractor to carry out a Variation by issuing a written document titled "Variation Order", in which the Principal's Representative will state one of the following:

(i) the proposed adjustments to the Contract Sum and the Payment Breakdown Schedule set out in the Contractor's notice under clause 6.1 are agreed and the Contract Sum and Payment Breakdown Schedule will be adjusted accordingly; or

(ii) any adjustment to the Contract Sum will be determined under clause 6.4(b); or

(iii) the Variation is to be carried out as daywork and any adjustment to the Contract Sum will be determined under clause 6.7.

(b) There is no limitation on the power of the Principal's Representative to direct a Variation, and no Variation or direction to carry out a Variation will invalidate this Contract.

(c) The Contractor must comply with a "Variation Order" irrespective of:

(i) the nature, extent or value of the work the subject of the Variation;

(ii) the location or timing (including the impact on any Date for Completion) of the work involved in the Variation; or

(iii) any Dispute related to the Variation.

(d) The Contractor's entitlement (if any) to an extension of time and delay costs arising out of or in connection with a Variation will be dealt with under clause 10 and not this clause 6. The valuation of Variations under clause 6.4 and clause 6.7 will exclude any amount for costs incurred by the Contractor as a result of any delay or disruption caused by the Variation.

6.3 Options

The Principal's Representative may, by written notice given to the Contractor at any time within the period stated in Schedule 15, exercise any Option. Commencing upon the issue of such a notice by the Principal's Representative, the Principal and the Contractor must perform their obligations under this Contract on the basis that the Contract Sum, the Works Brief and the provisions of this Contract will be adjusted as set out in Schedule 15 for the relevant Option.

For the avoidance of doubt:

(a) the Principal is not under any obligation whatsoever to exercise, and

(b) the Contractor is not entitled to make, nor will the Principal be liable upon, any Claim in respect of the Principal not exercising, any Option.

Where the Principal does not exercise its discretion to exercise an Option, the Principal may, either by itself or by third parties, undertake the work contemplated by the relevant Option.

The exercise of an Option by the Principal's Representative under this clause 6.3 will not:

(c) relieve the Contractor from its liabilities or obligations (including those arising out of any warranties given under this Contract);
(d) limit or otherwise affect the Principal's rights against the Contractor or the Contractor's rights against the Principal (including those arising out of any warranties given under this Contract); or

(e) entitle the Contractor to an extension of time,

whether under this Contract or otherwise according to any Law.

6.4 Valuation

Subject to clauses 15 and 17, the Contract Sum and the Payment Breakdown Schedule will be adjusted for all Variations that have been directed by the Principal's Representative by:

(a) to the extent that clause 6.2(a)(i) applies, the agreed amount as specified in the Variation Order;

(b) to the extent that clause 6.2(a)(ii) applies:

(i) an amount in respect of the Variation to be determined by the Principal's Representative on the basis of (where applicable or where it is reasonable to use them for valuing the Variation):

A. the prices and rates set out in the Schedule 10; and

B. where relevant any other applicable data in this Contract;

or

(ii) to the extent sub-paragraph (i) does not apply, an amount determined by the Principal's Representative on the basis of reasonable prices and rates (which are to be exclusive of any margin for on-site overheads, preliminaries, off-site overheads or profit) to be agreed between the parties, or failing agreement, determined by the Principal's Representative, which will be increased by the following percentage of that amount:

A. where the adjustment to the Contract Sum is to be an increase, the relevant percentage set out in Schedule 1 which will be in total satisfaction of all the Contractor's on-site overheads, preliminaries, off-site overheads and profit; or

B. where the adjustment to the Contract Sum is to be a decrease, the relevant percentage set out in Schedule 1 of the total amount for off-site overheads and profit;

provided however that where the Principal's Representative has issued a Variation Proposal Request, the Contractor's entitlement under this clause 6.4(b) will not be greater than any amount set out in the Contractor's notice under clause 6.1; or

(c) to the extent that clause 6.2(a)(iii) applies, the amount determined by the Principal's Representative under clause 6.7.

6.5 Omissions

If a Variation the subject of a direction by the Principal's Representative requires the omission or deletion of any part of the Works:

(a) the Principal may thereafter either perform this work itself or employ or engage any other person or persons to carry out and complete the omitted or deleted work;

(b) the Principal will not be liable upon any Claim by the Contractor arising out of or in any way in connection with any work being omitted or deleted from the Contractor's Activities whether or not the Principal thereafter performs this work itself or employs or engages any other person or persons to carry out and complete the omitted or deleted work; and
(c) the adjustment to the Contract Sum arising from the work that has been omitted or deleted will be valued in accordance with clause 6.4.

6.6 Daywork

If the Contractor is given a direction under clause 6.2(a)(ii) to carry out work as daywork, the Contractor must:

(a) carry out the daywork in an efficient manner; and

(b) after the direction, each day provide the Principal's Representative with a written report in respect of that day signed by the Contractor that:

(i) records particulars of all resources used by the Contractor for the execution of the daywork; and

(ii) includes those particulars reasonably required by the Principal's Representative that evidence the cost of the daywork.

The Principal's Representative may direct the manner in which the matters referred to in clause 6.6(b) are to be recorded.

6.7 Valuation of Daywork

In valuing the adjustment to the Contract Sum arising from any work that the Principal's Representative directs to be carried out as daywork, the Principal's Representative will have regard to:

(a) the amount of wages and allowances paid or payable by the Contractor for the hours reasonably worked in respect of the daywork at the rates:

(i) set out in Schedule 10 (which rates will apply to all labour whether employed by the Contractor, a Subcontractor or otherwise);

(ii) where the rates in Schedule 10 do not apply, as established by the Contractor to the satisfaction of the Principal's Representative; or

(iii) determined by the Principal's Representative;

(b) the amount paid or payable by the Contractor in accordance with any statute or award applicable to labour additional to the amount determined under clause 6.7(a);

(c) the reasonable amount of hire charges and associated fuel and other operating costs in respect of Construction Plant approved by the Principal's Representative for use on the work in accordance with such hiring rates and conditions as may be:

(i) agreed between the Principal's Representative and the Contractor; or

(ii) failing agreement, determined by the Principal's Representative;

(d) the reasonable amounts paid by the Contractor for Subcontract work, including professional fees; and

(e) the reasonable actual cost to the Contractor at the Site of all materials supplied and required for the daywork.

To which will be added to the extent that the rates set out in Schedule 10 are not already expressed to be inclusive of the Contractor's non-time related preliminaries, on-site overheads, off-site overheads and profit, the relevant percentage specified in Schedule 1 of the amounts determined under paragraphs (a) to (e), which will be in total satisfaction of all the Contractor's non-time related preliminaries, on-site overheads and all off-site overheads and profit.

6.8 Contractor's Entitlements

This clause 6 is an exhaustive code of the Contractor's rights in any way in connection with any Variation. The Contractor waives all rights at Law to make any Claim against the
Principal in any way in connection with any of the matters set out in this clause 6 otherwise than in accordance with the terms of this Contract.

7. Construction

7.1 Construction

(a) The Contractor must construct and hand over to the Principal the Works and construct the Temporary Works in accordance with:

(i) the Contract and (if applicable) any Design Documentation that has been prepared by the Contractor in accordance with the requirements of the Contract and not rejected by the Principal's Representative under clause 9.8;

(ii) any direction of the Principal's Representative given or purported to be given under a provision of this Contract; and

(iii) the other requirements of this Contract.

(b) At monthly intervals during the construction work and at the Completion of the Works or each Portion, the Contractor must submit to the Principal's Representative a Certificate of Construction Compliance in the form of Schedule 19.

7.2 All Work Included

The Contractor:

(a) warrants it has allowed for the provision of;

(b) must undertake and provide; and

(c) will not be entitled to make, and the Principal will not be liable upon, any Claim except as otherwise provided for in this Contract, relating to the provision of, all Construction Plant, Temporary Works, labour, materials and other work necessary to execute the Contractor's Activities, whether or not expressly mentioned in this Contract or anticipated by the Contractor, and agrees that all such Construction Plant, Temporary Works, labour, materials and work forms part of the Contractor's Activities.

7.3 Provisional Sum Work

For each item of Provisional Sum Work, the Principal's Representative will give the Contractor a direction either requiring the Contractor to proceed with the item of Provisional Sum Work or deleting the item of Provisional Sum Work.

Where the Principal's Representative gives the Contractor a notice requiring the Contractor to proceed with an item of Provisional Sum Work, the Contract Sum will be adjusted for the item of Provisional Sum Work by the difference between:

(a) the amount allowed for the item of Provisional Sum Work in Schedule 1; and

(b) either:

(i) an amount agreed between the Contractor and the Principal's Representative; or

(ii) if they fail to agree, an amount determined by the Principal's Representative:

A. on the basis set out in clause 6.4(b); or

B. if the Principal's Representative directs that the item of Provisional Sum Work is to be carried out as daywork, under clause 6.7,

as if the item of Provisional Sum Work were a Variation, provided that the amount determined under this clause 7.3(b)(ii) will not include the
percentages referred to in clause 6.4(b)(ii) or the last paragraph of
clause 6.7 but will include the relevant percentage for Provisional
Sums in Schedule 1 for the offsite overheads and profit of the
Contractor.

Where the Principal's Representative gives the Contractor a direction deleting an item of
Provisional Sum Work:

(c) the Contract Sum will be reduced by the amount allowed for the item of
Provisional Sum Work in Schedule 1;

(d) the Principal may thereafter either carry out the Provisional Sum Work itself or
engage any other person or persons to carry out the item of Provisional Sum
Work; and

(e) the Principal will not be liable upon any Claim by the Contractor arising out of the
deletion of the item of Provisional Sum Work.

7.4 Co-operation with Other Contractors

Without limiting or being limited by clause 2.8, the Contractor must:

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

(b) fully co-operate with Other Contractors;

(c) carefully coordinate and interface the Contractor's Activities with the work carried
out or to be carried out by Other Contractors; and

(d) carry out the Contractor's Activities so as to minimise any interfering with,
disrupting or delaying the work of Other Contractors.

The Principal shall procure that each of its Other Contractors that undertakes work on part
of the Site during any period in which the Contractor has been engaged as principal
contractor in respect of that part of the Site executes a deed poll in favour of the Contractor,
as principal contractor, and the Principal in the form set out in Schedule 22 and provide the
Contractor with an executed copy of each such deed poll.

7.5 Setting Out

The Contractor must:

(e) set out the Works in accordance with the requirements of this Contract, based
on information and survey marks (including any survey peg, bench mark,
reference mark, signal, alignment, level mark or any other mark for the purpose
of setting out, checking or measuring work) 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) for this purpose 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.

7.6 Survey

The Contractor must, as a condition precedent to Completion of the Works or any Portion,
and as otherwise required by the Principal's Representative, submit to the Principal's
Representative a survey certificate (within the meaning of that term in the Surveying and
Spatial Information Regulation 2008 (NSW) ) addressed to the Principal signed by a land
surveyor registered under the Surveying and Spatial Information Act 2002 (NSW) stating
that:
(a) the whole of the Works or the Portion has been constructed within the relevant boundaries of the Site stipulated in Schedule 1;
(b) the elements of the Works or the Portion are in the positions and within the tolerances required by Law and this Contract;
(c) the survey information included in the Asset Management Information provided pursuant to the TfNSW Standard Requirements complies with the requirements of this Contract; and
(d) any other matter identified by the Principal's Representative, complies with the requirements of this Contract.

7.7 Cleaning Up
In carrying out the Contractor's Activities, the Contractor must:
(a) keep the Site, Remote Sites, Extra Land and the Works clean and tidy and free of refuse;
(b) regularly remove rubbish, litter, graffiti and surplus material from the Site, Remote Sites and Extra Land; and
(c) as a condition precedent to Completion of the Works or a Portion, remove all rubbish, surplus materials, Construction Plant and Temporary Works from the Site, Remote Sites, Extra Land or the part of the Site, Remote Sites or Extra Land relevant to the Works or the Portion.

7.8 Safety
The Contractor must carry out the Contractor's Activities:
(a) safely and in a manner that does not put the health and safety of persons at risk; and
(b) in a manner that protects property.

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

(b) The Contractor must:
(i) ensure that in carrying out the Contractor's Activities:
   A. it complies with all Law and other requirements of this Contract for work health, safety and rehabilitation management;
   B. all Subcontractors comply with the requirements referred to in this clause 7.8 and their respective obligations under the WHS Legislation; and
   C. it complies with its obligations under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter;
(ii) notify the Principal's Representative immediately (and in the event within 12 hours of such matter arising) of all work health, safety and rehabilitation matters arising out of, or in any way in connection with, the Contractor's Activities;
(iii) institute systems to obtain regular written assurances from all Subcontractors about their ongoing compliance with the WHS Legislation including the due diligence obligation contained therein;
provide the Principal's Representative with the written assurances obtained pursuant to subparagraph (iii), together with written assurance(s) from the Contractor about the Contractor's ongoing compliance with the WHS Legislation;

(v) provide the Principal's Representative with a written report at each meeting in accordance with clause 9.5, on all work health, safety and rehabilitation matters (including matters concerning or arising out of, or in any way in connection with, this clause 7.8), or any other relevant matters as the Principal's Representative may require from time to time, including a summary of the Contractor's compliance with the WHS Legislation;

(vi) cooperate with all Other Contractors and the Principal to ensure that all parties are able to comply with their respective obligations under the WHS Legislation;

(vii) exercise a duty of the utmost good faith to the Principal in carrying out the Works to enable the Principal to discharge the Principal's duties under the WHS Legislation;

(viii) 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; and

(ix) ensure its subcontracts include provisions equivalent to the obligations of this clause 7.8

(c) Without limiting clause 16.14 the Principal may take any action necessary to protect or to prevent or minimise risks to, the Works, the Environment, other property or the health or safety of people.

If the action taken by the Principal is action which the Contractor was required to take under this Contract but did not take, the amount of any penalty, fine, damage, expense, cost, loss or liability that the Principal suffers or incurs arising out of or in any way in connection with:

(i) taking the action contemplated in this clause 7.8(c); or

(ii) the Contractor's failure to take that action,

will, except to the extent prohibited by Law, be a debt due from the Contractor to the Principal.

7.9 Construction Plant and Materials Removal

Except for the purpose of achieving Completion as contemplated by clause 7.7(c), the Contractor must not remove from the Site or the Contractor's Activities any:

(a) major items of Construction Plant; or

(b) materials or Construction Plant specified in any written notice issued by the Principal's Representative,

without the prior written approval of the Principal's Representative, which approval will not be unreasonably withheld.

7.10 Disposal of Demolished Material

(a) Except to the extent otherwise specified in this Contract:

(i) the Contractor is entitled to dispose of any Demolished Material, and

(ii) subject to the provisions of this Contract, it is entitled to dispose of any Demolished Material in any way it wishes.

(b) Without limiting any other provision of this Contract, the Contractor must:
(i) ensure that all Demolished Material is removed and disposed of in accordance with all applicable laws; and
(ii) provide the Principal’s Representative with copies of all Authority Approvals required for the removal and disposal referred to in subparagraph (b)(i).

7.11 Property in Demolished Material

Subject to any other provision of the Contract, all Demolished Material will become the property of the Contractor immediately upon its removal from the Site or the Remote Site, as the case may be.

7.12 Warranties, Releases and Indemnities

(a) Without limiting any other provision of this Contract:

(i) the Contractor acknowledges that the Principal does not warrant, guarantee, assume any duty of care or other responsibility for or make any representation about the condition, safety or suitability for any purpose of any Demolished Material;

(ii) the Principal will not be liable upon any Claim by the Contractor arising out of or in any way in connection with the condition, safety or suitability for any purpose of any Demolished Material;

(iii) the Contractor warrants that it did not in any way rely upon any information, data, representation, statement or document made by, or provided to the Contractor, by the Principal or anyone on behalf of the Principal in any way relating to the condition, safety or suitability for any purpose of any Demolished Material;

(iv) the Contractor releases and indemnifies the Principal from and against:

A. any claim against the Principal by, or liability of the Principal to, any person; or

B. (without being limited by clause 7.12(a)(iv)A, any costs, expenses, losses or damages suffered or incurred by the Principal,

arising out of or in any way in connection with:

C. any reliance upon any information, data, representation, statement or document made by, or provided to the Contractor, by the Principal or anyone on behalf of the Principal in any way relating to the condition, safety or suitability for any purpose of any Demolished Material; or

D. any breach by the Contractor of this clause 7.12.

(b) The acknowledgements, warranties, releases and indemnities referred to in clause 7.12(a) do not affect the Contractor’s rights under clauses 3.7 and 3.9.

8. Defects

8.1 Defects Liability

Subject to clause 8.2, the Contractor must rectify all Defects whether or not they are identified and notified by the Principal’s Representative.

Without limiting the previous paragraph, the Contractor must rectify any Defects in the Works or any Portion which existed at Completion of the Works or that Portion as soon as possible after Completion of the Works or that Portion.
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.

8.2 Defect Notification

If at any time prior to the expiration of any Defects Rectification 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 which identifies the Defect and does one or more of the following:

(a) requires the Contractor to rectify the Defect, or any part of it, and specifying the time within which this must occur; or
(b) advises the Contractor that the Principal will accept the work, or any part of it, despite the Defect; or
(c) in respect of any Defect to which clause 8.3(b) applies, advises 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.

8.3 Rectification of Defect

If a direction is given under clause 8.2(a):

(a) the Contractor must rectify the Defect (or the part of it notified):

(i) within the times specified in the Principal’s Representative’s direction, which will generally be limited to the periods during which the rectification work will cause minimal or no inconvenience to the owners, operators and occupants of the Site or the Remote Sites or Extra Land where the relevant parts of the Works were carried out; and

(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 the owners or operators of the Site, Remote Sites or Extra Land where the relevant parts of the Works were carried out, 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

(b) if the Contractor does not comply with clause 8.3(a)(i), 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 8.2(c) and have the rectification work carried out at the Contractor’s expense, and the cost of the rectification work incurred by the Principal will be a debt due from the Contractor to the Principal.

The Contractor must pay the Principal all costs incurred by the Principal in providing such access to the Works as may be necessary for the Contractor to rectify any Defect during the Defect Rectification Period.
8.4 No Claim for Correction of Defect

Where a direction is given under clause 8.2(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.

8.5 Acceptance of Work

If a direction is given under clause 8.2(b):

(a) where the value to the Principal of the Works is reduced (which will include having regard to any additional operating or maintenance costs) arising out of or in any way in connection with the Defect (or the part notified), the Contract Sum will be reduced by the amount determined by the Principal’s Representative as being the cost of rectifying the Defect (or the part notified) and the diminution in the value to the Principal of the Works; or

(b) where the value to the Principal of the Works increases because of the acceptance of the Defect (or the part notified):

(i) the Principal’s Representative will determine an amount by subtracting the cost of rectifying the Defect from the increased value of the Works; and

(ii) the Contract Sum will:

A. be reduced by the amount determined by the Principal’s Representative, where that amount is negative; and

B. not be changed where the amount determined by the Principal’s Representative is positive.

8.6 Extension of Defects Rectification Period

If:

(a) the Principal’s Representative gives the Contractor a notice under clause 8.2(a) during any Defects Rectification Period; and

(b) the Contractor rectifies the Defect (or the part notified),

the relevant Defects Rectification Period for the work required by the notice will be extended by the period set out in Schedule 1, commencing upon completion of the rectification of the Defect (or the part notified).

8.7 Defect Rectification by Other Contractor

Where a direction is given under clause 8.2(c):

(a) without limiting or otherwise affecting clauses 2.8 or 7.3, the Contractor must not impede the Other Contractor from having sufficient access to the Site, Remote Sites or Extra Land to rectify the Defect or carrying out the Variation; and

(b) any costs, losses or damages suffered or incurred by the Principal arising out of or in any way in connection with, the Other Contractor rectifying the Defect or carrying out the Variation, will be a debt due from the Contractor to the Principal.

8.8 Rights Not Affected

Neither the Principal’s rights, nor the Contractor’s liability, whether under this Contract or otherwise according to Law in respect of Defects, whether before or after the expiration of any relevant Defects Rectification Period, will be in any way affected or limited by:

(a) the rights conferred upon the Principal or the Principal’s Representative by this clause 8 or any other provision of this Contract;

(b) the exercise of, or the failure by the Principal or the Principal’s Representative to exercise, any such rights; or
9. Administration

9.1 Principal’s Representative

(a) The Principal must ensure that at all times until Final Completion there is a Principal’s Representative. The Contractor acknowledges and agrees that the Principal’s Representative will give directions and carry out all its other functions under this Contract as the agent of the Principal (and not as an independent certifier, assessor or valuer) and is subject to the directions of the Principal.

A discretion (including an absolute or sole discretion), or power or decision of the Principal’s Representative is valid and properly exercised or made for the purposes of this contract if exercised or made (or if it is not exercised or made) by the Principal’s Representative:

(i) independently;
(ii) after consultation with the Principal and its advisers; or
(iii) as directed by the Principal.

Any control or influence exercised by the Principal over the Principal’s Representative does not:

(iv) affect the valid and proper exercise of any power or discretion (including an absolute or sole discretion) or the making of a decision by the Principal’s Representative; or

(v) entitle the Contractor to make any Claim against the Principal’s Representative or the Principal, or to challenge the effect or validity of the discretion (including an absolute or sole discretion), power, or decision.

The Contractor must comply with any direction by the Principal’s Representative given or purported to be given under a provision of this Contract.

Except where this Contract otherwise provides, the Principal’s Representative may give a direction orally but will as soon as practicable confirm it in writing.

(b) The parties acknowledge that any direction by the Principal’s Representative under one of the clauses referred to in Schedule 1 is an interim position only and that, without limiting the rights of the Principal’s Representative under clause 11.3, either party may seek to have any such direction opened up, reviewed, decided and substituted pursuant to clause 15 by giving a notice of dispute to the other party and the Principal’s Representative in accordance with clause 15.1.

The Principal will not be liable upon any Claim by the Contractor arising out of or in connection with any such direction by the Principal’s Representative in circumstances where it is incorrect, subsequently overturned pursuant to clause 15 or is unreasonable (other than in accordance with the corrected determination). The Contractor acknowledges and agrees that its sole means of redressing any errors contained in or associated with any such direction by the Principal’s Representative is by giving a notice of dispute in accordance with clause 15.1.

9.2 Replacement of the Principal’s Representative

The Principal may at any time replace the Principal’s Representative, in which event the Principal must appoint another person as the Principal’s Representative and notify the Contractor of that appointment.
Any substitute Principal's Representative appointed under this clause 9.2 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.

9.3 Delegation of Functions

(a) The Principal's Representative may:

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

(ii) not appoint more than one person to exercise the same function under this Contract; and

(iii) revoke any appointment under clause 9.3(a)(i) by notice in writing to the Contractor.

(b) The Principal's Representative may continue to exercise a function under this Contract despite appointing another person to exercise the function under clause 9.3(a)(i).

(c) All references in this Contract to the Principal's Representative include a reference to an appointee appointed under clause 9.3(a)(i).

9.4 Contractor's Personnel

(a) The Contractor must notify the Principal's Representative in writing of the name of the Contractor's Representative (who at the date of this Contract is the relevant person listed in Schedule 1) and of any subsequent changes.

(b) The Contractor must:

(i) employ the individuals nominated by the Contractor and listed in Schedule 1 in the positions specified in Schedule 1 or equivalent positions;

(ii) subject to clause 9.4(b)(iii), not replace the individuals referred to in clause 9.4(b)(i) without the Principal's Representative's prior written approval which will not be unreasonably withheld; and

(iii) if any of the individuals referred to in clause 9.4(b)(i):

A. dies;

B. becomes unable to continue in their positions due to illness;

C. resigns from the employment of the Contractor (other than to accept other employment with the Contractor or any "related body corporate" of the Contractor (as that term is defined in section 9 of the Corporations Act 2001 (Cth)); or

D. becomes the subject of a direction under clause 9.4(c), replace them with personnel of at least equivalent experience, ability, knowledge and expertise approved by the Principal's Representative.

(c) The Principal's Representative may, at its absolute discretion and without being obliged to give any reasons, by notice in writing direct the Contractor to remove any person (including a person referred to in clause 9.4(a) or clause 9.4(b)) from the Site and the Contractor's Activities. The Contractor must then cease to engage that person in the Contractor's Activities and must appoint a replacement.

(d) The Contractor must ensure that any person the subject of a direction under clause 9.4(c) is not again employed in the Contractor's Activities or on the Site.
(e) Any direction under clause 9.1(a) will be deemed to have been given to the Contractor if given to the Contractor's Representative. Matters within the knowledge of the Contractor's Representative will be deemed to be within the knowledge of the Contractor.

9.5 Site Meetings
The Contractor must convene meetings on the Site or such other place (or places) as the Principal's Representative may direct at:

(a) prior to the Date of Completion of the Works, or the last Portion to reach Completion, weekly or such longer intervals as may be directed in writing by the Principal's Representative; and

(b) monthly intervals after the Date of Completion of the Works or the last Portion to reach Completion until all Defects Rectification Periods (including any extension under clause 8.6), have expired or at such other intervals as may otherwise be agreed.

9.6 Environmental Representative
The Contractor acknowledges and agrees that:

(a) the Principal has appointed the Environmental Representative as required by an Authority Approval;

(b) the Environmental Representative:
   (i) is independent of the parties;
   (ii) shall oversee the implementation of all environmental management plans and monitoring programs required under the Planning Approval, and shall advise the Principal upon achievement of the outcomes contemplated in the Planning Approval;
   (iii) shall advise the Principal and the Principal's Representative on the Contractor's compliance with the Planning Approval; and
   (iv) shall have the authority and independence to:
       A. direct the Contractor as to, or
       B. 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;

(c) it must comply with the directions of the Environmental Representative or the Principal's Representative as contemplated by clause 9.6(b)(iv); and

(d) it bears the full risk of complying with any directions given by the Environmental Representative or the Principal's Representative as contemplated by clause 9.6(c) 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.

9.7 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) ensure that the rates of pay and conditions of employment specified in all relevant industrial, enterprise and project based agreements and awards, and
any relevant Law, for all employees engaged in any capacity by any person in connection with the Contractor’s Activities, are always observed in full;

(d) 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;

(e) without limiting clause 2.3, comply with all the requirements of the NSW Government Code of Practice for Procurement (January 2005), and the NSW Government Industrial Relations Management Guidelines, December 1999;

(f) conduct its industrial relations affairs in accordance with the Industrial Relations Management Plan developed and submitted by the Contractor as part of the Contract Management Plan, in accordance with the TNSW Standard Requirements and clause 9.8;

(g) prepare, document and implement a project Industrial Relations Management Plan which must be based on the draft outline Industrial Relations Management Plan (if any) submitted with the Contractor’s Tender;

(h) not commence any work on the Site, Remote Sites or Extra Land until the Industrial Relations Management Plan has been submitted to the Principal’s Representative and the Principal’s Representative has not rejected it under clause 9.8;

(i) submit to the Principal’s Representative, before beginning work on the Site, Remote Sites or Extra Land, 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;

(j) not do, or omit to do, anything that is, or is likely to be, prejudicial to the performance of the Contractor’s Activities;

(k) before beginning work on the Site, Remote Sites or Extra Land, submit 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

(l) 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.
If the Contractor engages an independent industry or employer association or other specialist organisation to audit and verify compliance with employment and legal obligations, a statement or declaration from that organisation may be submitted instead of the statement by the Contractor under paragraph (i).

The industrial relations requirements contained in this Contract and the NSW Government Industrial Relations Management Guidelines (December 1999):

(m) are in addition to, but are not in substitution for, any requirements of Law; and

(n) do not limit the powers of the Principal or the liabilities and responsibilities of the Contractor.

The Contractor warrants and acknowledges that it has allowed in the Original Contract Price for all the costs and expenses involved with complying with all the requirements of this Contract relating to industrial relations and all relevant awards, enterprise and industrial agreements and project specific agreements and awards.

9.8 Submission for Review by the Principal’s Representative

(a) The Contractor must submit each Document:

(i) 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 Contractor’s Program which is not rejected by the Principal’s Representative; or
   B. in the absence of a time or period in the Contractor’s Program, required by the Principal’s Representative; and

(ii) under cover of a written notice entitled “Submit for Review”, which identifies:
   A. the Document; and
   B. the provision of this Contract under which the Document is submitted.

(b) A Document will be deemed not to have been submitted to the Principal’s Representative unless and until:

(i) the Document 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 9.8, in addition to any other requirement of this Contract relating to the submission of that Document.

(c) The Principal’s Representative may, after the submission of a Document which satisfies the requirements of clause 9.8(b):

(i) review the Document, or any resubmitted Document, prepared and submitted by the Contractor; and

(ii) where submitted or resubmitted in accordance with a program which has not been rejected by the Principal’s Representative, within 15 Business Days of submission by the Contractor of such Document or resubmitted Document:
   A. reject the Document if in its opinion the Document (or any part) does not comply with the requirements of this Contract, stating the nature of the non-compliance; or
   B. make comments on the Document.
(d) If any Document is rejected or deemed to be rejected, the Contractor must submit an amended Document to the Principal's Representative within 10 Business Days of the date of such rejection or deemed rejection and this clause 9.8 will re-apply.

If any Document is not rejected and the Principal's Representative responds to the submission with comments, the Contractor must respond to the comments within 10 Business Days or such other period as may be directed by the Principal's Representative.

If the Contractor fails to respond to the Principal's Representative's comments within this period in a manner satisfactory to the Principal's Representative the Document will be deemed to be rejected.

(e) The Contractor must not commence construction of any part of the Works to which any Document (other than the Contractor's Program) submitted to the Principal's Representative applies, unless the Principal's Representative has had the period referred to in clause 9.8(c)(ii) to review the Document and has not rejected the Document or made any comments on the Document (except in the case where the Contractor has responded to the Principal's Representative's comments within the required time period and in a manner satisfactory to the Principal's Representative as referred to in clause 9.8(d)).

(f) The Contractor must not amend for construction purposes any Document that has:
(i) been submitted to the Principal's Representative; and
(ii) not been rejected or not had comments made about it under clause 9.8(c)(ii),

unless the Contractor submits the proposed amendments to the Principal's Representative, in which case this clause 9.8 will re-apply.

(g) The Principal's Representative does not assume or owe any duty of care or other responsibility to the Contractor to review, or in reviewing, a Document submitted by the Contractor, including for errors, omissions or non-compliance with this Contract.

(h) 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 Document submitted.

(i) No review of, comment upon or rejection of, or failure to review or comment upon or reject, a Document prepared by the Contractor, or any other direction by the Principal's Representative in connection with the Document, will:
(i) constitute a direction to carry out a Variation pursuant to clause 6.2, unless it is in a written document titled "Variation Order" and describes the nature of the Variation in accordance with clause 6.2(a);
(ii) relieve the Contractor from or alter its liabilities or obligations, whether under this Contract or otherwise according to any Law; or
(iii) limit or otherwise affect the Principal's rights against the Contractor, whether under this Contract or otherwise according to any Law.

(j) In considering any Document, the Principal's Representative may consult with and take into account any views or requirements of any relevant Authority.
(k) Unless otherwise advised by the Principal's Representative, the Contractor must submit the number of copies of a Document stated in this Contract, or if no number is stated then:

(i) an electronic version on CD (in both pdf and native formats), which must be virus free;

(ii) 1 printed original, and

(iii) 3 printed copies (2 bound and 1 unbound).

9.9 Work Methods

Whether or not this Contract prescribes a particular work method or a work method is otherwise a part of this Contract or reviewed or approved (expressly or impliedly) by the Principal’s Representative, the fact that any work method that the Contractor adopts or proposes to adopt is impractical or impossible or that the Contractor, with or without the approval of the Principal’s Representative, uses another work method will:

(a) not entitle the Contractor to make any Claim against the Principal arising out of or in any way in connection with the work method proving to be impractical or impossible or any change in the work method, and

(b) not cause the Contract to be frustrated.

9.10 Exchange of Information between Government Agencies

The Contractor authorises the Principal, its employees and agents to make information concerning the Contractor available to NSW government departments or agencies. Such information may include, but need not be limited to, any information provided by the Contractor to the Principal and any information relating to the Contractor’s performance under this Contract.

The Contractor acknowledges that any information about the Contractor from any source, including but not limited to substantiated reports of unsatisfactory performance, may be taken into account by the Principal and NSW government departments and agencies in considering whether to offer the Contractor future opportunities for NSW government work.

The Contractor also acknowledges that the Principal has in place processes for assessing the performance of its contractors, that these processes will apply to the Contractor’s performance under this Contract and that it will participate in the Principal’s “Contractor Performance Reporting” process.

9.11 Employment of Aboriginal and Torres Strait Islander People

The Contractor must:

(a) use its best endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people in accordance with the NSW Government Aboriginal Participation in Construction Implementation Guidelines;

(b) as part of the human resources input to and the documentation and implementation of the Contractor's Contract Management Plan, address the employment of Aboriginal and Torres Strait Islander people and compliance with the NSW Government Aboriginal Participation in Construction Implementation Guidelines; and

(c) provide reports to the Principal's Representative in such format and within such times as may be required by the Principal's Representative which record the performance of the Contractor in relation to Aboriginal participation.

9.12 Waste Reduction and Purchasing Policy

The Contractor must:

(a) use its best endeavours to reduce wastage and increase the use of recycled materials in accordance with the NSW Government Waste Reduction and Purchasing Policy ("WRAPP").
(b) address as part of the Contractor's Environment Management Plan the measures to be taken to reduce wastage and increase the use of recycled materials in the areas of paper products, office consumables, vegetation and landscaping materials, and construction and demolition materials; and

(c) provide reports to the Principal's Representative in such format and within such times as may be required by the Principal's Representative for the use by the Principal in complying with its WRAPP obligations to report performance.

9.13 Training Management

(a) Subject to the express provisions of the Contract, the Contractor must comply with the NSW Government "Training Management Guidelines", February 2009.

(b) Training management requirements specified in the Contract and the NSW Government "Training Management Guidelines" may be in addition to, but are not in substitution for, any training obligations of the Contractor under statute, industrial award, enterprise or workplace agreement, or other workplace arrangements approved under Federal or NSW law.

(c) Where applicable, as indicated in Schedule 1, at least 14 days before starting work on the Site the Contractor must document and submit a Project Training Management Plan which complies with the NSW Government "Training Management Guidelines", February 2009.

(d) The Contractor must systematically manage its training management processes in accordance with the systems, plans, standards and codes specified in the Contract.

(e) The Contractor must demonstrate to the Principal, whenever requested, that it has met and is meeting at all times its obligations under this clause 9.13.


The Contractor acknowledges and agrees that:

(a) If any of the Contractor's Activities, or the activities of any of the Contractor's personnel, in connection with the Contractor's Activities (the Relevant Matters) constitute a "facility" within the meaning of the NGER Legislation, then, for the purposes of the NGER Legislation, the Contractor has operational control of that facility and will comply with any obligations arising in respect of the Principal's activities under the NGER Legislation;

(b) if, despite the operation of clause 9.14(a), the Principal incurs, or (but for this clause) would incur, a liability under or in connection with the NGER Legislation as a result of or in connection with any of the Relevant Matters, and the NGER Legislation provides that such liability can be transferred by the Principal or the NSW Government or any of its agencies to the Contractor, the Contractor must, on the written request of the Principal, do all things reasonably necessary to ensure the liability is transferred to the Contractor;

(c) if the Principal requests it, the Contractor must provide Greenhouse Data to the Principal:

(i) to the extent that, in a manner and form that, and at times that, will enable the Principal to comply with the NGER Legislation irrespective of whether the Principal or the Contractor or any other person has an obligation to comply with the NGER Legislation in connection with any Relevant Matters; and

(ii) otherwise as requested by the Principal from time to time;

(d) the Contractor must also provide to the Principal all Greenhouse Data and other information which the Contractor provides to any other person under the NGER Legislation in connection with any Relevant Matters, at the same time as the
Contractor provides that Greenhouse Data or other information to that other person;

(e) the Contractor must:

(i) collect and record all such Greenhouse Data as may be required to enable reporting under the NGER Legislation or enable the Contractor to discharge its obligations under this clause 9.14, and keep that Greenhouse Data for at least 7 years after the end of the year in which the Relevant Matters occur, and

(ii) permit any persons appointed or authorised by the Principal to examine, monitor, measure, copy, audit and/or verify the Greenhouse Data and co-operate with and provide all reasonable assistance to any such persons (including by doing such things as giving access to premises, plant and equipment, producing and giving access to documents and answering any relevant questions);

(f) the Principal may provide or otherwise disclose the Greenhouse Data and any other information which the Principal obtains under this clause 9.14 to any other person, and may otherwise use the Greenhouse Data and other information for any purpose as the Principal sees fit; and

(g) nothing in this clause 9.14 is to be taken as meaning that the Principal has agreed to perform any statutory obligation that the Contractor may have regarding the provision of Greenhouse Data to any Authority.

10. Time and Progress

10.1 Rate of Progress

The Contractor must:

(a) regularly and diligently progress the Contractor's Activities;

(b) proceed with the Contractor's Activities with due expedition and without delay;

(c) achieve Completion of the Works and each Portion by the relevant Date for Completion.

Without limiting the Contractor's rights under the SOT Act, the Contractor must not suspend the progress of the whole or any part of Contractor's Activities except where directed by the Principal's Representative under clause 10.14.

Without limiting the next paragraphs of this clause 10.1 or clause 10.4, the Contractor must give the Principal's Representative reasonable advance notice of any information, documents or directions required by the Contractor to carry out the Contractor's Activities in accordance with this Contract.

The Principal and the Principal's Representative will not be obliged to furnish information, documents or directions earlier than the Principal or the Principal's Representative, as the case may be, should reasonably have anticipated at the date of this Contract.

The Principal's Representative may, by written notice expressly stated to be pursuant to this clause 10.1, direct in what order and at what time the various stages or parts of the Contractor's Activities must be performed. If the Contractor can reasonably comply with the direction, the Contractor must do so. If the Contractor cannot reasonably comply, the Contractor must notify the Principal's Representative in writing, giving reasons. For the avoidance of doubt, no direction by the Principal's Representative will constitute a direction under this clause 10.1 unless the direction is in writing and expressly states that it is a direction under this clause 10.1.

If compliance with a written direction expressly stated to be pursuant to this clause 10.1 causes the Contractor to incur more or less cost than otherwise would have been incurred, the difference will be dealt with and valued as if it were a Variation except where the
direction was necessary because of, or arose out of or in any way in connection with, a failure by the Contractor to comply with its obligations under this Contract.

Such costs shall be the Contractor's sole entitlement, and the Contractor will not be entitled to make, and the Principal will not be liable upon, any other Claim, arising out of or in any way in connection with any direction pursuant to this clause 10.1.

10.2 The Contractor's Programming Obligations

The Contractor must:

(a) prepare and provide a Contractor's Program that complies with and includes the details required by this Contract and any requirements of the Principal's Representative;

(b) submit the Contractor's Program to the Principal's Representative for its review in accordance with clause 9.8 within the earlier of:

(i) 45 Business Days of the date of this Contract; or
(ii) any time required by the TfNSW Standard Requirements;

(c) when directed to do so by the Principal's Representative, prepare and submit to the Principal's Representative specific detailed programs and schedules for the Contractor's Activities within 5 Business Days of receipt of such a direction;

(d) update, revise and submit to the Principal's Representative an updated Contractor's Program:

(i) to allow for delays to non-critical activities, extensions of time granted by the Principal's Representative to any Date for Completion, the actual progress made by the Contractor, Variations and any other changes to the Contractor's Activities but excluding claims for extensions of time to any Date for Completion which have been submitted by the Contractor to the extent that they have not been granted by the Principal's Representative; and

(ii) on a monthly basis or whenever directed to do so by the Principal's Representative;

(e) prepare and provide for the Principal's Representative information only versions of all Contractor's Programs prepared in accordance with clause 10.2(d) that also allow for those claims for an extension of time to any Date for Completion that have been made by the Contractor in accordance with clause 10.8 but to which the Principal's Representative has not yet responded in accordance with clause 10.10;

(f) comply with the requirements of the Principal's Representative and its other obligations under this Contract in preparing and using programs, including the requirements in clause 9.8; and

(g) not depart from the current version of the Contractor's Program that has been submitted to the Principal's Representative for review under clause 9.8 and not been rejected by the Principal's Representative within 15 Business Days.

10.3 Contractor not Relieved

Without limiting clause 9.8, no submission of, review of or comment upon, acceptance or rejection of, or any failure to review or comment upon or reject, a program (including the Contractor's Program) prepared by the Contractor, by the Principal's Representative in connection with the program, will:

(a) relieve the Contractor from or alter its liabilities or obligations under this Contract, including the obligation under clause 10.1;

(b) evidence or constitute notification of a delay or the claiming of or the granting of an extension of time to any Date for Completion or a direction by the Principal's
Representative to compress, disrupt, prolong or vary any, or all, of the 
Contractor's Activities; or 
(c) affect the time for the performance of the Principal's or the Principal's 
Representative's obligations under this Contract.

10.4 Compression by Contractor

If the Contractor chooses to compress the Contractor's Activities or otherwise 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 Completion before any 
Date for Completion;
(b) the time for carrying out the obligations of the Principal or the Principal's 
Representative will not be affected; and
(c) the Contractor does so at its own cost and risk.

10.5 Importance of Completion on Time

The Contractor acknowledges:
(a) the importance of complying with its obligations under clause 10.1; and
(b) that a Date for Completion will only be extended in accordance with 
clause 10.10 or clause 10.12, or when so determined under clause 15.

10.6 Risk and Notice of Delay

(a) Except as expressly provided for in clause 10.10, the Contractor accepts the risk 
of all delays in, and disruption to, the carrying out of the Contractor's Activities 
and performance of its obligations under this Contract both before and after any 
Date for Completion.
(b) The Contractor must within 5 days of the commencement of an occurrence 
causing any delay or which is likely to cause delay, give the Principal's 
Representative written notice of any delay or likely delay to the carrying out of 
the Contractor's Activities, details of the cause and how any Date of Completion 
is likely to be affected (if at all).

10.7 Entitlement to Claim Extension of Time

(a) If the Contractor is, or will be, delayed on or prior to the Date for Completion of 
the Works or a Portion, by reason of:
(i) an act or omission of the Principal or the Principal's Representative 
(including any breach of Contract or Variation directed by the 
Principal's Representative); or
(ii) a cause set out in Schedule 1,
in a manner that will prevent it from achieving Completion of the Works or the 
Portion by the relevant Date for Completion, the Contractor may claim an 
extension of time to the relevant Date for Completion.
(b) If the Contractor is, or will be, delayed after the Date for Completion of the 
Works or a Portion, by reason of an act or omission of the Principal or the 
Principal's Representative (including any breach of Contract or Variation directed 
by the Principal's Representative) in a manner which will delay it in achieving 
Completion of the Works or a Portion, the Contractor may claim an extension of 
time to the relevant Date for Completion.

10.8 Claim for Extension of Time

To claim an extension of time the Contractor must:
(a) within 14 days of the commencement of the occurrence causing the delay, submit a written claim to the Principal's Representative for an extension of time to the relevant Date for Completion, which:

(i) gives detailed particulars of the:
   A. delay and the occurrence causing the delay; and
   B. activities that are critical to the maintenance of progress in the execution of the Contractor's Activities; and

(ii) states the number of days for which the extension of time is claimed together with the basis of calculating that period, including evidence that the:
   A. conditions precedent to an extension of time in clause 10.9 have been met; and
   B. occurrence will delay it in achieving Completion in the manner described in clause 10.7; and

(b) if the effects of the delay continue beyond the period of 14 days after the commencement of the occurrence causing the delay and the Contractor wishes to claim an extension of time in respect of the further delay, submit a further written claim to the Principal's Representative:

(i) every 14 days after the first written claim, or such other period as may be approved by the Principal's Representative in writing, until after the end of the effects of the delay; and

(ii) containing the information required by paragraph (a).

The Principal's Representative may, within 14 days of receiving the Contractor's claim or further claim for an extension of time for Completion, by written notice to the Contractor, request additional information in relation to the claim or further claim.

The Contractor must, within 14 days of receiving such request, provide the Principal's Representative with the information requested.

10.9 Conditions Precedent to Extension of Time

It is a condition precedent to the Contractor's entitlement to an extension of time to any relevant Date for Completion that:

(a) the Contractor gives the notices and claims required by clauses 10.6(b) and 10.8 as required by those clauses;

(b) the Contractor complies with any request for additional information under clause 10.8 within the time required;

(c) the cause of the delay is beyond the reasonable control of the Contractor; and

(d) the Contractor is actually, or will be, delayed:

(i) on or prior to the Date for Completion of the Works or the Portion, by reason of one or more of the causes set out in clause 10.7(a) in the manner described in clause 10.7(a); or

(ii) after the Date for Completion of the Works or the Portion, by reason of an act or omission of the Principal and the Principal's Representative (including any breach of Contract or Change directed by the Principal's Representative) in the manner described in clause 10.7(b).

If the Contractor fails to comply with the conditions precedent in this clause 10.9:

(e) the Principal will not be liable upon any Claim by the Contractor; and
the Contractor will be absolutely barred from making any Claim against the Principal,
arising out of or in any way in connection with the event giving rise to the delay and the delay involved.

10.10 Extension of Time

Subject to clause 10.11, if the conditions precedent in clause 10.9 have been satisfied, the relevant 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 28 days after the latest of the:

(a) Contractor's written claim under clause 10.8; and

(b) provision by the Contractor of any additional information regarding the claim required under clause 10.8.

A failure of the Principal's Representative to grant a reasonable extension of time to any Date for Completion or to grant an extension of time to any Date for Completion within the relevant 28 day period will not cause an affected Date for Completion to be set at large, but nothing in this paragraph will prejudice any right of the Contractor to damages.

10.11 Reduction in Extension of Time

The Principal's Representative will reduce any extension of time to the relevant Date for Completion it would otherwise have determined under clause 10.10 to the extent that the Contractor:

(a) contributed to the delay; or

(b) failed to take all reasonably practicable steps necessary both to preclude the cause of the delay and to avoid or minimise the consequences of the delay.

10.12 Unilateral Extensions

Whether or not the Contractor has made, or is entitled to make, a claim for an extension of time to any relevant Date for Completion, or is entitled to be, or has been, granted an extension of time to any relevant Date for Completion, under clause 10.10, the Principal's Representative may, in its absolute discretion, for any reason and at any time, from time to time by written notice to the Contractor and the Principal, unilaterally extend any Date for Completion by any period specified in a notice to the Contractor and the Principal.

The Principal's Representative is not required to exercise its discretion under this clause 10.12 for the benefit of the Contractor.

The discretion to grant an extension of time under this clause 10.12 may only be exercised by the Principal's Representative and the exercise or failure to exercise that discretion is not a "direction" which can be the subject of a Dispute pursuant to clause 15 or in any other way opened up, reviewed or exercised by any other person in any forum (including in any expert, arbitration or litigation proceedings).

10.13 Delay Damages

For each day by which the Date for Completion of the Works or a Portion is extended due to:

(a) a breach of this Contract by the Principal; or

(b) the cancellation of a Track Possession specified in Schedule 1 as available for use by the Contractor:

(i) less than 12 weeks prior to the time at which it was planned to commence, or

(ii) with more than 12 weeks' notice, but without the provision of an alternative Track Possession or power isolation at a time the
Contractor is reasonably able to utilise in substitution for the
cancelled Track Possession or power isolation,

provided that the cancellation is not due to any omission of the Contractor
including any failure to comply with its obligations under the Contract;

(c) a Variation the subject of a direction by the Principal's Representative under
clause 6.2, except where that Variation is directed in the circumstances
described in clause 8.2(c), or

(d) delays caused by fire brigade, police, ambulance or other emergency services,

the Contractor will be entitled to be paid the costs reasonably incurred by the Contractor as
a direct result of the delay the subject of the extension of time, as determined by the
Principal's Representative who must, where they are applicable, use the rates and prices in
Schedule 1.

The valuation of entitlements to money under clauses 10.1 and 13.3 is not a Variations for
the purposes of clause 10.13(c).

The amounts payable pursuant to this clause 10.13 will be a limitation upon the Principal's
liability to the Contractor for any delay or disruption that:

(e) the Contractor encounters in carrying out the Contractor's Activities; and

(f) arises out of, or in any way in connection with, the breach of this Contract by the
Principal.

and the Contractor will not be entitled to make, nor will the Principal be liable upon, any
Claim in these circumstances other than for the amount which is payable by the Principal
under this clause 10.13.

10.14 Suspension

The Principal's Representative may direct the Contractor to suspend and, after a
suspension has been directed, to re-commence, the carrying out of all or a part of the
Contractor's Activities.

If the suspension under this clause 10.14 arises as a result of:

(a) the Contractor's failure to carry out its obligations in accordance with this
Contract (including where any process, procedure, test method, calculation,
analysis or report required by this Contract has resulted in or will result in a non-
conformance), 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

suspension; or

(b) a cause other than the Contractor's failure to perform its obligations in

accordance with this Contract:

(i) a direction to suspend under this clause 10.14 will entitle the

Contractor to:

A. be paid by the Principal the extra costs reasonably

incurred by it as a direct result of the suspension as
determined by the Principal's Representative; and

B. an extension of time to any relevant Date for Completion

where it is otherwise so entitled under clause 10;

(ii) the Contractor must take all steps possible to mitigate the extra costs

incurred by it as a result of the suspension; and

(iii) the Contractor will not be entitled to make, and the Principal will not

be liable upon, any Claim arising out of, or in any way in connection

with, the suspension other than as allowed under this

clause 10.14(b).
11. Payment

11.1 Contractor's Payment Entitlements

(a) Subject to clause 16.12 and to any other right to set-off that the Principal may have, the Principal must pay the Contractor the Contract Sum and any other amounts expressly payable by the Principal to the Contractor under this Contract, in accordance with the procedure in this clause 11.

(b) The Contract Sum is not subject to rise and fall.

11.2 Payment Claims

Subject to clause 11.6, the Contractor must give the Principal's Representative a claim for payment on account of the Contract Sum and any other amount expressly payable by the Principal to the Contractor under the Contract:

(a) prior to the time for submission of the Final Payment Claim, upon the 6th Business Day of each month;

(b) for the Completion Payment Claim within the time required by clause 11.9; and

(c) for the Final Payment Claim within the time required by clause 11.11.

Each claim for payment must:

(d) generally follow the form of the Payment Breakdown Schedule and otherwise be in such form as the Principal's Representative reasonably requires;

(e) include all the evidence reasonably required by the Principal's Representative of the amount of work completed in accordance with this Contract and the amount payable;

(f) for each monthly claim pursuant to clause 11.2(a) (a "Progress Claim"), set out the amount claimed for work completed in accordance with the Contract and incorporated in the Works or to which clause 11.7 applies, to the end of the previous month and details of how the amount has been calculated;

(g) be accompanied by:

(i) a statutory declaration 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 attested to, in the form of Schedule 12, made out not earlier than the date of the payment claim;

(ii) a Contractor's Certificate of Construction Compliance, in the form of Schedule 19;

(iii) in relation to the unfixed plant and materials claimed in the Progress Claim:

A. evidence of:

1) ownership of the plant or materials;

2) identification and labelling of the plant and materials as the property of the Principal;

3) adequate and secure storage and protection; and

4) insurance for the full replacement value of the plant and materials;

B. security acceptable to the Principal in the form of the unconditional undertaking in Schedule 8 issued by an Institution approved by the Principal in an amount equal
to the payment claimed for the unfixed plant and materials; and

C. if the PPS Law applies, evidence (in a form satisfactory to the Principal) that the Contractor has registered a Security Interest in favour of the Principal in the unfixed plant or materials;

(iv) the programs and other information required to be prepared and submitted by the Contractor under clause 10.2;

(v) where clause 11.16(g) applies, the statement and the evidence (if any) required to be provided by the Contractor pursuant to that clause; and

(vi) such further information and evidence in respect of the payment claim as is reasonably required by the Principal's Representative.

The Contractor may not include in any Progress Claim under this clause 11 any amount:

(h) for the provision of Asset Management Information until all of the information has been submitted to the Principal in accordance with the Contract and to the satisfaction of the Principal; or

(i) in respect of a Claim which is barred by clause 17.8 or any other provision of this Contract.

11.3 Payment Statements

The Principal's Representative must (on behalf of the Principal), within 10 Business Days of receiving a Progress Claim which complies with the requirements of clause 11.2, a Completion Payment Claim under clause 11.9 or a Final Payment Claim under clause 11.11, issue to the Contractor and the Principal a payment statement which identifies the Progress Claim, Completion Payment Claim or Final Payment Claim to which it relates, and which sets out:

(a) its determination of the value of the Contractor's Activities carried out in accordance with this Contract, using the methodology in clause 11.2(f) where the payment statement relates to a Progress Claim;

(b) the amount already paid to the Contractor;

(c) the amount the Principal is entitled to retain, deduct, withhold or set-off under this Contract;

(d) 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 which the Principal proposes to pay to the Contractor or the amount which the Principal's Representative believes to be then payable by the Contractor to the Principal; and

(e) if the amount in paragraph (d) is less than the amount claimed in the Progress Claim, Completion Payment Claim or Final Payment Claim:

(i) the reason why the amount in paragraph (d) is less than the amount claimed in the relevant Progress Claim, Completion Payment Claim or Final Payment Claim; and

(ii) if the reason for the difference is that the Principal proposes to retain, deduct, withhold or set-off payment for any reason, the reason for the Principal retaining, deducting, withholding or setting-off payment.

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 or Contractor's Activities covered by the payment statement has been satisfactorily carried out in accordance with this Contract.
Failure by the Principal's Representative to set out in a payment statement an amount, or the correct 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 this Contract.

The Contractor agrees that the amount referred to in the payment statement in respect of paragraph (d) above for the purposes of section 9 and 10 of the SOP Act, is the amount of the "progress payment" (as defined in the SOP Act) calculated in accordance with the terms of this Contract to which the Contractor is entitled in respect of this Contract.

The Contractor must, within 2 Business Days after receipt of the payment statement issued by the Principal's Representative give the Principal's Representative a tax invoice (which complies with the GST Legislation) for the amount of the payment statement.

11.4 Payment

(a) Where, pursuant to clause 11.3(d), the Principal's Representative sets out in a payment statement an amount payable by the Principal to the Contractor, subject to clauses 11.1, 11.2, 11.6, 11.8, 14.3, 14.7(a) and 16.12, the Principal must, within 15 Business Days of the last to occur of:

(i) the Principal's Representative issuing the payment statement under clause 11.3;

(ii) the Contractor complying with clause 11.6; or

(iii) the Principal's Representative receiving the tax invoice referred to in the final paragraph of clause 11.3,

pay the Contractor the amount set out in the payment statement referred to in clause 11.3.

(b) Where, pursuant to clause 11.3(d), the Principal's Representative sets out in a payment statement an amount payable by the Contractor to the Principal, the Contractor must, within 5 Business Days of the Principal's Representative issuing the payment statement under clause 11.3, pay the Principal the amount set out in the payment statement referred to in clause 11.3.

11.5 Payment on Account

A payment of moneys under clause 11.4(a) is not:

(a) an admission or evidence of the value of work or that work has been satisfactorily carried out in accordance with this Contract;

(b) an admission of liability; or

(c) approval by the Principal or the Principal's Representative of the Contractor's performance or compliance with this Contract,

but is only to be taken as payment on account.

11.6 Conditions Precedent

The Contractor is not entitled to make a payment claim under clause 11.2, and the Principal is not obliged to make a payment under clause 11.4(a), unless the Contractor has:

(a) complied with clauses 1.5, 2.2(e)(i), 2.2(e)(ii) and 10.2;

(b) provided the Principal with the unconditional undertakings and the Parent Company Guarantee (if any) required under clause 2.8;

(c) provided the documents required by clause 11.2(g);

(d) effected or procured to be effected the insurances required to be effected by the Contractor by clauses 13.4, 13.4A and 13.5 and (if requested) provided evidence of this to the Principal's Representative;
(e) provided such evidence as the Principal's Representative may require that this Contract has been properly executed by or on behalf of the Contractor and that the Contractor is bound under this Contract; and

(f) done everything else that it is required to do under this Contract before being entitled to make a payment claim or receive payment.

The Principal is not obliged to make a payment under clause 11.4(a), unless the Contractor has submitted a claim for payment in accordance with clause 11.2 and provided any accompanying document or other information required by that clause.

11.7 Unfixed Plant and Materials

If the Contractor claims payment for plant or materials intended for incorporation in the Works but not yet incorporated, the Principal's Representative is not required to include this in the value of any payment statement and the Principal is not obliged to make payment for such plant or materials in accordance with clause 11.4(a) unless:

(a) the Contractor provides the evidence and security required by clause 11.2(g);
(b) the plant and materials are on the Site or are available for immediate delivery to the Site;
(c) the insurance held and the storage arrangements for the unfixed plant and materials are acceptable to the Principal's Representative;
(d) the condition of the unfixed plant and materials has been confirmed in an inspection by the Principal's Representative; and
(e) if the PPS Law applies, the Contractor has registered a Security Interest in the unfixed plant and materials in favour of the Principal in accordance with clause 16.23.

The only such unfixed plant or materials to be allowed for in a payment statement are those that have become or (on payment) will become the property of the Principal. Upon a payment against a payment statement that includes amounts for unfixed plant and materials, title to the unfixed plant and materials included will vest in the Principal.

The security provided in accordance with clause 11.2(g)(iii)B will be released once the applicable unfixed plant and materials are incorporated into the Works and are fit for their intended purpose.

11.8 Payment of Employees and Subcontractors

(a) When submitting any Progress Claim, Completion Payment Claim or Final Payment Claim, the Contractor must give the Principal's Representative a statutory declaration in accordance with clause 11.2(g)(i).

(b) If any moneys are shown as unpaid in the Contractor's statutory declaration under clause 11.2(g)(i), the Principal may withhold the moneys so shown until the Contractor provides evidence to the satisfaction of the Principal's Representative that the moneys have been paid to the relevant persons.

(c) If an employee or a Subcontractor obtains a court order in respect of the moneys payable to him, her or it in respect of his, her or its employment on, materials supplied for, or work performed with respect to, the Contractor's Activities, and produces to the Principal the court order and a statutory declaration that it remains unpaid, the Principal may (but is not obliged to) pay the amount of the order and costs included in the order to the employee or Subcontractor, and the amount paid will be a debt due from the Contractor to the Principal.

(d) If the Principal receives notice of any Insolvency Event in relation to the Contractor, the Principal will not make any payment to an employee or Subcontractor without the concurrence of the administrator, provisional liquidator, liquidator, trustee or official receiver, as the case may be, of the Contractor.
(e) Nothing in this clause 11.8 limits or otherwise affects the Principal's right under section 175B(7) of the Workers Compensation Act 1987 (NSW), section 18(6) of schedule 2 of PayRoll Tax Act 2007 (NSW) or section 127(5) of the Industrial Relations Act 1996 (NSW).

11.9 Completion Payment Claim

No later than 28 days after the issue of the Notice of Completion for the Works or the last Portion to reach Completion, the Contractor must lodge with the Principal's Representative a payment claim marked "Completion Payment Claim" stating:

(a) the Contract Sum;
(b) all payments received on account of the Contract Sum; and
(c) the balance, if any, due to the Contractor.

The Completion Payment Claim must be accompanied by such information as the Principal's Representative may reasonably require.

With the Completion Payment Claim the Contractor must lodge with the Principal's Representative a First Statement of Outstanding Claims. The First Statement of Outstanding Claims must identify all Claims that the Contractor wishes to make against the Principal 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 this Contract which occurred prior to the date of submission of the Completion Payment Claim.

The Completion Payment Claim and First Statement of Outstanding Claims must address all facts, matters or things arising out of, or in any way in connection with, the Contractor's Activities, the Works or this Contract up to the date of submission of the Completion Payment Claim and First Statement of Outstanding Claims.

11.10 Release after Completion Payment Claim

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, the Works or this Contract that occurred prior to the date of submission of the Completion Payment Claim, except for any Claim which:

(a) has been included in the Completion Payment Claim or First Statement of Outstanding Claims which is given to the Principal's Representative within the time required by, and in accordance with clause 11.9; and
(b) has not been barred under another provision of this Contract.

11.11 Final Payment Claim

No later than 28 days after the expiration of the last Defects Rectification Period, the Contractor must lodge with the Principal's Representative a payment claim marked "Final Payment Claim" stating:

(a) the Contract Sum;
(b) all payments received on account of the Contract Sum; and
(c) the balance, if any, due to the Contractor.

The Final Payment Claim must be accompanied by such information as the Principal's Representative may reasonably require.

With the Final Payment Claim the Contractor must lodge with the Principal's Representative a Second Statement of Outstanding Claims. The Second Statement of Outstanding Claims must identify all Claims that the Contractor wishes to make against the Principal 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 this Contract which occurred prior to the date of submission of the Final Payment Claim.
The Final Payment Claim and Second Statement of Outstanding Claims must address all such facts, matters or things arising out of or in any way in connection with the Contractor’s Activities the Works or this Contract up to the date of submission of the Final Payment Claim in respect of all Claims included in the Final Payment Claim and Second Statement of Outstanding Claims.

11.12 Release after Final Payment Claim

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, the Works or this Contract that occurred prior to the date of submission of the Final Payment Claim, except for any Claim which:

(a) has been included in the Final Payment Claim or Second Statement of Outstanding Claims which is given to the Principal’s Representative within the time required by, and in accordance with, clause 11.11; and

(b) has not been barred under another provision of this Contract.

11.13 Interest

If any moneys due to either party remain unpaid after the date upon which, or the expiration of the period within which, they should have been paid, then interest will be payable thereon from but excluding the date upon which, or the date at the end of the expiration of the period within which, they should have been paid to and including the date upon which the moneys are paid.

The rate of interest will be the rate from time to time prescribed for judgement debts under the Uniform Civil Procedure Rules 2005 (NSW). Interest will be compounded at six monthly intervals.

This will be the party’s sole entitlement to interest, including damages for loss of use of, or the cost of borrowing, money.

11.14 Correction of Payment Statements

The Principal’s Representative may, in any payment statement:

(a) correct any error; and

(b) modify any assumptions or allowances made,

in any previous payment statement issued by the Principal’s Representative.

11.15 Costs Allowed by Contractor

Unless otherwise provided in this Contract, it is agreed that the Contractor has, and will be deemed to have, allowed in the Original Contract Price for and will be wholly responsible for the payment of:

(a) without limiting clause 16, all customs duties, tariffs and similar taxes (other than GST) and charges paid or payable on all items that are:

(i) intended to be used for, or that are to be incorporated into, the Works; or

(ii) otherwise used for the Contractor’s Activities;

(b) any long service leave levy which may be payable in respect of the Contractor’s Activities or the Works;

(c) all royalties, licence fees and similar payments for Intellectual Property in respect of:

(i) the items that are intended to be used for, or that are to be incorporated into, the Works; and

(ii) all Contract Documentation; and

(d) all fluctuations in the value of the Australian dollar against other currencies.
The Contractor will have no entitlement to any increase in the Contract Sum or otherwise to make any claim against the Principal in respect of any of those amounts, whatever they may actually be.

11.16 Security of Payment Act

(a) 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 11.3;

(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;

(iii) if the adjudicator's determination is quashed, overturned or declared to be void, the adjudicated amount then becomes a debt due and payable by the Contractor 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;

(iv) the Principal's Representative:
   A. is not bound by the adjudication determination;
   B. may reassess the value of the work that was valued by the adjudicator; and
   C. may, if it disagrees with the adjudication determination, express its own valuation in any payment statement; and

(v) the payment statement referred to in clause 11.16(a)(iv)C will be treated as a final determination of the value of the relevant work, subject to the provisions of clause 15.

(b) For the purposes of section 17(3) of the SOP Act the Contractor irrevocably chooses the Institute of Arbitrators & Mediators, Australia, 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 this Contract.

(c) Without limiting clauses 11.8 or 16.12, 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.

(d) 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 plead 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.

(e) 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 pursuant to Division 2A of the SOP Act.

(f) 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.

(g) 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 sub-paragraph (i) or (ii) above (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).

12. **Completion**

12.1 **Progressive Inspection and Testing**

At any time prior to Completion of the Works or a Portion, the Principal's Representative may direct that any materials or work forming part of the Contractor's Activities in respect of the Works or that Portion be tested. The Contractor must provide such assistance, documentation, records, personnel (including Subcontractors) and samples and make accessible such parts of the Contractor's Activities or Works as may be required. On completion of any test the Contractor must make good the Contractor's Activities or Works so that they fully comply with this Contract.

The Principal's Representative may direct that any part of the Contractor's Activities or the Works must not be covered up or made inaccessible without the Principal’s Representative’s prior approval.

The Tests prescribed in this Contract must be conducted by the Contractor as and when provided for in this Contract, or may be conducted by the Principal's Representative or a person (that may include the Contractor) nominated by the Principal's Representative.

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.

Unless otherwise stated in this Contract before conducting a test under this Contract the Principal's Representative or the Contractor must give not less than two Business Days' notice in writing to the other of the time, date and place of the test. If the other party does not then attend, the test may nevertheless proceed.

Without prejudice to any other rights or remedies under this Contract, if the Contractor or the Principal's Representative delays in conducting a test, the other, after giving reasonable notice in writing of intention to do so, may conduct the test.

Each party must promptly make the results of tests available to the other and to the Principal's Representative.
Where the Principal's Representative directs that materials or work be tested, the costs of and incidental to testing must be valued under clause 6.4 and must be borne by the Principal or paid by the Principal to the Contractor unless:

(a) the Contractor must bear the costs or the test is one which the Contractor was required to conduct other than pursuant to a direction under clause 12.1;

(b) the test shows that the material or work is not in accordance with this Contract;

(c) the test is in respect of a part of the Contractor's Activities or the Works covered up or made inaccessible without the Principal's Representative's prior approval where such was required; or

(d) the test is consequent upon a failure of the Contractor to comply with a requirement of this Contract.

Where the extra costs are not to be borne by the Principal, they will be borne by the Contractor and will be a debt due from the Contractor to the Principal or paid by the Contractor to the Principal on demand.

12.2 Contractor to Notify

(a) The Contractor must give the Principal's Representative written notice 21 days before it anticipates achieving Completion of the Works or a Portion.

(b) Following the issue by the Contractor of a notice under clause 12.2(a) the Contractor must:

(i) prepare a detailed procedure for the progressive inspection by the Principal's Representative of the Works or that Portion; and

(ii) provide a draft defects management plan (without identifying any defects in respect of the Works or that Portion).

(c) The procedure and draft defects management plan referred to in clause 12.2(b) must be submitted to the Principal's Representative and, prior to the inspection under clause 12.3(a) must, if required by the Principal's Representative, be amended to ensure that the:

(i) procedure provides the Principal's Representative with sufficient time to properly carry out this progressive inspection and the final inspection which the Principal's Representative is required to undertake under clause 12.3 to determine whether Completion of the Works or a Portion (as the case may be) has occurred; and

(ii) draft defects management plan fully addresses the matters the Principal's Representative directs.

12.3 Inspection before Completion

(a) The Principal's Representative and the Contractor's Representative must, within 7 days of receipt by the Principal's Representative of the notice referred to in clause 12.2(a), jointly inspect the Works or the Portion at a mutually convenient time.

(b) Following the joint inspection under clause 12.3(a), the Principal's Representative must issue a notice to the Principal and the Contractor either:

(i) containing a list of the items that are apparent and it believes must be completed before Completion of the Works or the Portion is achieved; or

(ii) stating that it believes the Contractor is so far from achieving Completion of the Works or the Portion that it is not practicable to issue a list as contemplated in clause 12.3(b)(i).
(c) When the Principal's Representative issues a notice under either clause 12.3(b)(i) or clause 12.3(b)(ii), the Contractor must continue to proceed to bring the Works or the Portion to Completion and thereafter when the Contractor considers it has achieved Completion of the Works or the Portion, the Contractor must notify the Principal's Representative in writing by means of a Contractor's Certificate of Completion in the form of Schedule 21.
Thereafter the Principal's Representative and the Contractor's Representative must jointly inspect the Contractor's Activities at a mutually convenient time.

(d) Following the joint inspection under clause 12.3(c), the Principal's Representative must within 21 days of receipt of a notice under clause 12.3(c), or of receipt of a notice under clause 12.3(e), issue a notice to the Principal and the Contractor:

(i) if satisfied that Completion of the Works or the Portion has been achieved:
   A. stating the date on which the Principal's Representative determines Completion of the Works or the Portion was achieved; and
   B. containing a list of any minor Defects, of the type described in paragraph (a) of the definition of "Completion" in clause 1.1, that are apparent; or

(ii) if not satisfied that Completion of the Works or the Portion has been achieved:
   A. containing a list of the items that are apparent and it believes must be completed before Completion of the Works or the Portion is achieved; or
   B. stating that it believes the Contractor is so far from achieving Completion of the Works or the Portion that it is not practicable to issue a list as contemplated by clause 12.3(d)(ii)A.

(e) If the Principal's Representative issues a notice under either clause 12.3(d)(ii)A or clause 12.3(d)(ii)B, the Contractor must continue to proceed to bring the Works or the Portion to Completion and thereafter when it considers it has achieved Completion of the Works or the Portion, the Contractor must notify the Principal's Representative by notice in writing, after which the second paragraph of clause 12.3(c), clause 12.3(d) and this clause 12.3(e) will reapply.

(f) Where there are Portions, for the purposes of this Contract and without affecting the Contractor's obligation to achieve Completion of each Portion by the relevant Date for Completion of each Portion:

(i) no separate Date for Completion of the Works is specified in this Contract;
(ii) Completion of the Works is achieved by achieving Completion of all Portions;
(iii) Completion of the Works will be taken to have occurred once Completion of all Portions has occurred; and
(iv) the Date of Completion of the Works will be taken to be the Date of Completion of the last Portion to reach Completion.

12.4 Unilateral Issue of Notice of Completion

If at any time a notice required to be given by the Contractor to the Principal's Representative under either of clauses 12.3(c) or 12.3(e) is not given by the Contractor yet the Principal's Representative is of the opinion that Completion of the Works or a Portion
has been achieved, the Principal's Representative may at any time and for any reason in its absolute discretion issue a Notice of Completion under clause 12.3(d)(i) for the Works or the Portion.

12.5 Hand Over upon Completion

The Contractor acknowledges that the Principal will require a progressive handover of the Works and that this handover will take place by the Contractor handing over each Portion once that Portion has reached Completion. The Principal's obligations under clause 3.1(b) in respect of the Site will then cease in respect of so much of the Site, access to which was provided for that Portion which is handed over to the Principal.

12.6 Part of the Works or a Portion

If a part of the Works or a Portion has reached a stage equivalent to Completion but another part of the Works or the Portion has not reached Completion and the parties cannot agree upon the creation of new Portions, the Principal’s Representative may determine that the respective parts will be Portions. The Principal may, after the Contractor is given written notice by the Principal’s Representative, occupy or use any part of the Works or a Portion although the whole of the Works or the Portion has not reached Completion.

If the Principal’s Representative gives any such notice:

(a) the Principal must allow the Contractor reasonable access to the part of the Works or the Portion referred to in the notice and being occupied or used by the Principal, to enable the Contractor to bring the Works or the relevant Portion of which the area being occupied or used forms part to Completion; and

(b) this will not otherwise limit or affect the obligations of the parties under this Contract, including the obligation of the Contractor to achieve Completion of the Works or the relevant Portion of which the area being occupied or used forms part, by the relevant Date for Completion.

The interpretations of the terms Date for Completion, Date of Completion and Completion, and clauses 8, 9, 12, 12 and 13, will apply separately to each Portion and references therein to the Works and to the Contractor’s Activities will mean so much of the Works and the Contractor’s Activities as is comprised in the relevant Portion.

12.7 Liquidated Damages for Delay in Reaching Completion

(a) If Completion of the Works or a Portion has not occurred by the Date for Completion for the Works or the Portion, the Contractor must pay the Principal liquidated damages at the rates stated in Schedule 1 for every day after the Date for Completion of the Works or the Portion up to and including:

(i) the Date of Completion of the Works or the Portion; or

(ii) the date that this Contract is terminated under clause 14, whichever is first.

(b) The parties:

(i) agree that the amount of liquidated damages provided for in Schedule 1 constitutes a reasonable and good faith pre-estimate of the anticipated or actual loss or damage that will be incurred by the Principal as a result of Completion of the Works or a Portion not occurring on or before the relevant Date for Completion (except for amounts referred to in clause 12.7(d));

(ii) desire to avoid the difficulties of proving damages in connection with such failure and agree that the liquidated damages payable by the Contractor in accordance with clause 12.7(a) are reasonable and do not constitute nor are they intended to be a penalty; and
(iii) agree that the amount of liquidated damages payable by the Contractor under clause 12.7(a) will be recoverable from the Contractor as a debt immediately due and payable to the Principal.

(c) The Contractor:

(i) acknowledges that the liquidated damages referred to in clause 12.7(a) do not include any allowances for any liability of the Principal to Other Contractors; and

(ii) must indemnify the Principal against any Claim that the Principal must pay to any Other Contractor as a result of a breach of clause 10.1 by the Contractor.

(d) If clause 12.7(a) is found for any reason to be void, invalid or otherwise inoperative so as to disentitle the Principal from recovering liquidated damages, the Principal will be entitled to recover general damages as a result of the Contractor failing to achieve Completion of the Works or a Portion by the relevant Date for Completion, but the Contractor's liability for such damages (whether per day or in aggregate) will not be any greater than the liability which the Contractor would have had if clause 12.7(a) had not been void, invalid or otherwise inoperative.

(e) The Contractor's aggregate liability under clauses 12.7(a) and 12.7(d) is limited to the amount set out in Schedule 1.

12.8 Final Completion

(a) The Contractor must give the Principal's Representative written notice two months before the expected date of completion to complete the work to be completed prior to achieving Final Completion.

(b) The Principal's Representative and the Contractor's Representative must, within 28 days before the date the Principal's Representative expects Final Completion to occur, but no earlier than 28 days before the end of the latest Defect Rectification Period, jointly inspect the Works at a mutually convenient time.

(c) Following the joint inspection under clause 12.8(b), the Principal's Representative must issue a notice to the Principal and the Contractor containing a list of the items that are apparent and it believes must be completed before Final Completion is achieved.

(d) If the Principal's Representative issues a notice under clause 12.8(c), the Contractor must continue to bring the Works to Final Completion and thereafter when the Contractor considers it has achieved Final Completion, the Contractor must notify the Principal's Representative in writing by means of a Contractor's Certificate of Final Completion in accordance with Schedule 22. Thereafter, the Principal's Representative and the Contractor's Representative must jointly inspect the Works at a mutually convenient time.

(e) Following the joint inspection under clause 12.8(d), the Principal's Representative must within 21 days of receipt of a notice under clause 12.8(d), or of receipt of a notice under clause 12.8(f), issue a notice to the Principal and the Contractor:

(i) if satisfied that Final Completion has been achieved, stating the date on which the Principal's Representative determines Final Completion was achieved; or

(ii) if not satisfied that Final Completion has been achieved:

A. containing a list of the items which it believes must be completed before Final Completion is achieved; or
B. stating that it believes the Contractor is so far from achieving Final Completion that it is not practicable to issue a list as contemplated by clause 12.8(e)(ii).A.

(f) If the Principal's Representative issues a notice under clause 12.8(e)(ii)A or clause 12.8(e)(ii)B, the Contractor must continue to proceed to bring the Works to Final Completion and thereafter when it considers it has achieved Final Completion of the Works the Contractor must notify the Principal's Representative in writing after which the second sentence of clause 12.8(d), clause 12.8(e) and this clause 12.8(f) will reapply.

12.9 Effect of Notice of Completion or Final Completion
A notice issued under clause 12.3(d)(i) or 12.8(e)(i) will not:

(a) constitute approval by the Principal or the Principal's Representative of the Contractor's performance of its obligations under this Contract;
(b) be taken as an admission or evidence that the Works or the Portion complies with the requirements of this Contract; or
(c) prejudice any rights or powers of the Principal or the Principal's Representative.

13. Care of the Works, Risks and Insurance

13.1 Care of the Works
Except where it arises from an Exceptional Risk, and without limiting the generality of the Contractor's obligations, the Contractor:

(a) from and including the earlier of the date of commencement of work and the date on which the Contractor is given access to:
   (i) the Site;
   (ii) a part of the Site;
   (iii) a Remote Site; or
   (iv) Extra Land,
until 4:00pm on the Date of Completion of the Works or the last Portion to reach Completion, will:

(v) be responsible for the care of and will bear the risk of, and indemnify the Principal against any loss of, or damage to:
   A. the Contractor's Activities;
   B. the Works;
   C. Temporary Works;
   D. Construction Plant;
   E. unfixed plant and materials (whether on or off the Site) the value of which has been included in a payment statement under clause 11.3; and
   F. things entrusted to the Contractor by the Principal or brought onto the Site by a Subcontractor for the purpose of carrying out the Contractor's Activities; and

(vi) provide the storage and protection necessary to preserve these things; and

(b) after the time after which the Contractor ceases to be responsible under paragraph (a) for the care of a part of the Works or any other thing referred to in
subparagraph (a), will bear the risk of, and indemnify the Principal against, any loss of or damage to that part of the Works or other thing, arising from:

(i) any act or omission of the Contractor during the Defects Rectification Period (including any extension under clause 8.6) or any other Contractor’s Activities; or

(ii) any event which occurred while the Contractor was responsible for the care of the relevant part of the Works or other thing under paragraph (a) in connection with the Contractor's Activities.

13.2 Indemnity
The Contractor must indemnify the Principal against:

(a) any loss of or damage to property of the Principal;

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

(c) without limiting or otherwise affecting paragraph (a), any loss or damage to existing property in or upon which the Contractor’s Activities (including the disposal of any Demolished Material in accordance with clause 7.10) are being carried out,

caused by, or arising out of, or in any way in connection with, the Contractor’s Activities (including the disposal of any Demolished Material in accordance with clause 7.10), but the Contractor’s responsibility to indemnify the Principal will be reduced proportionally to the extent than an act or omission by the Principal, the Principal’s Representative, other agents of the Principal or an Other Contractor contributed to the loss, damage, injury or death provided that the Contractor has complied with its obligations under clause 2.8(b)(ii).

The indemnity in this clause 13.2 will not:

(d) exclude any other right of the Principal to be indemnified by the Contractor; or

(e) apply to the extent to which the Contractor must indemnify the Principal under clause 13.1.

13.3 Reinstatement
During the period during which the Contractor bears the risk of loss or damage, and while the Contractor is responsible for its care, if loss or damage occurs to anything for which the Contractor is responsible under clause 13.1, the Contractor must:

(a) subject to paragraph (b), promptly replace or otherwise make good the loss or repair the damage, and

(b) where the loss or damage arises from an Excepted Risk, without fault or omission on the part of the Contractor, only comply with paragraph (a) to the extent directed by the Principal’s Representative.

The Contractor will bear the cost of such replacement, making good or repair except to the extent that the loss or damage arises from an Excepted Risk, in which event this replacement, making good or repair will, to the extent the loss or damage arises from an Excepted Risk (but subject to paragraph (b)), be treated as if it were a Variation the subject of a direction by the Principal's Representative and clause 6.4 applied.

13.4 Works Insurance - Alternative 1
This alternative applies if so stated in the Contract Particulars.

The Principal will effect and maintain insurances on the terms of the summary which is included in Exhibit C. The insurance will cover the Contractor, the Principal, the Principal’s Representative and all subcontractors employed by the Contractor in respect of the Contractor’s Activities.
This insurance is subject to the exclusions, conditions and excesses noted in Exhibit C, and is deemed to satisfy the Principal’s obligation to effect insurance. The Contractor acknowledges and agrees that prior to the date of this Contract and it reviewed and examined Exhibit C:

(a) has satisfied itself as to the nature and extent of the cover provided by those insurance policies;  
(b) acknowledges that the policies of insurance summarised in Exhibit C do not cover every risk to which the Contractor might be exposed and are subject to deductibles and limits and the Contractor may, if it chooses to do so, at its cost effect appropriate insurance for any risk or liability which is not covered by the policies of insurance summarised in Exhibit C; and  
(c) where it bears the risk of the relevant loss or damage, or is required to indemnify the Principal, agrees to bear the cost of any excesses in the insurance policies summarised in Exhibit C or any insurance taken out under this clause 13.4.

Works Insurance - Alternative 2

This alternative applies if so stated in the Contract Particulars.

Before commencing the Contractor’s Activities, the Contractor must insure all the things referred to in clause 13.1 against loss or damage resulting from any cause until the Contractor ceases to be responsible for their care.

Without limiting the generality of the obligation to insure, such insurance must cover the Contractor’s liability under clause 13.3 and things in storage off site and in transit to the site but may exclude:

(a) the cost of making good fair wear and tear or gradual deterioration, but shall not exclude the loss or damage resulting therefrom;  
(b) the cost of making good faulty workmanship and materials, but shall not exclude the loss or damage resulting therefrom;  
(c) consequential loss of any kind, but shall not exclude loss of or damage to the Works;  
(d) damages for delay in completing or for the failure to complete the Works;  
(e) loss or damage resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel resulting from any cause;  
(f) loss or damage resulting from the Exempted Risk referred to in paragraph (a) of the definition of Exempted Risk.

The insurance cover must be for an amount not less than the aggregate of the:

(g) Contract Sum;  
(h) provision in Schedule 1 to provide for costs of demolition and removal of debris;  
(i) provision in Schedule 1 for consultants’ fees and Principal’s consultants’ fees;  
(j) value in Schedule 1 of any materials or things to be supplied by the Principal for the purposes of the Contractor’s Activities; and  
(k) additional amount or percentage in Schedule 1 of the total of the items referred to in sub-paragraphs (g) to (j) of this paragraph.

Insurance shall be in the joint names of the parties, must cover the parties, consultants and subcontractors whenever engaged in the Contractor’s Activities for their respective rights, interests and liabilities and, except where the Contract otherwise provides, must be with an insurer and in terms both approved in writing by the Principal (which approvals must not be unreasonably withheld).
13.4A Public Liability Insurance – Alternative 1

This alternative applies if so stated in the Contract Particulars.

The Principal will effect and maintain insurance on the terms of the summary which is summarised in Exhibit C. The insurance will cover the Contractor, the Principal, the Principal’s Representative and all subcontractors employed by the Contractor in respect of the Contractor’s Activities.

This insurance is subject to the exclusions, conditions and excesses noted on the policies, and is deemed to satisfy the Principal’s obligation to effect insurance. The Contractor acknowledges and agrees prior to the date of this Contract it reviewed and examined Exhibit C and:

(a) has satisfied itself as to the nature and extent of the cover provided by those insurance policies;

(b) acknowledges that the policies of insurance summarised in Exhibit C do not cover every risk to which the Contractor might be exposed and are subject to deductibles and limits and the Contractor may, if it chooses to do so, at its cost effect appropriate insurance for any risk or liability which is not covered by the policies of insurance summarised in Exhibit C; and

(c) where it bears the risk of the relevant loss or damage, or is required to indemnify the Principal, agrees to bear the cost of any excesses in the insurance policies summarised in Exhibit C, or any insurance taken out under this clause 13.4A.

Public Liability Insurance – Alternative 2

This alternative applies if so stated in the Contract Particulars.

Before commencing the Contractor’s Activities, the Contractor must effect and maintain for the duration of the Contract, a public liability policy.

The policy must:

(a) be in the joint names of the parties;

(b) cover the:

(i) respective rights and interests; and

(ii) liabilities to third parties,

of the parties, the Principal’s Representative, consultants and subcontractors from time to time, whenever engaged in the Contractor’s Activities;

(c) cover the parties’ respective liability to each other for loss or damage to property (other than property required to be insured by clause 13.4 Alternative 2) and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy);

(d) be endorsed to cover the use of any Construction Plant not covered under a comprehensive or third party motor vehicle insurance policy;

(e) provide insurance cover for an amount in respect of any one occurrence of not less than the sum in Schedule 1; and

(f) be with an insurer and otherwise in terms both approved in writing by the Principal (which approvals must not be unreasonably withheld).

13.5 Contractor’s Other Insurance Obligations

The effecting of insurance will not limit the liabilities or obligations of a party under any other provision of this Contract.

The Contractor must, or in the case of asbestos liability insurance, either the Contractor or its specialist asbestos removal Subcontractor must (if required by clause 13.5(a)(iii) below),
before the Contractor commences the Contractor's Activities or as otherwise required by this Contract:

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

(i) workers compensation insurance, employers indemnity insurance or similar insurance, in accordance with the Laws of any State, Territory or other jurisdiction where the Contractor's Activities are being performed;

(ii) an insurance policy covering loss or damage to the Construction Plant;

(iii) if the Contractor's Activities include any work involving asbestos or asbestos decontamination, including stripping, encapsulation or removal, asbestos liability insurance;

(iv) professional indemnity insurance;

(v) motor vehicle insurance covering all mechanically propelled vehicles used in connection with the Contractor's Activities, whether registered, capable of being registered or required under the Law to be registered, extended specifically to cover the transportation of items and substances, and including:

A. insurance against personal injury or death, as required under all applicable Laws; and

B. in addition to the public liability insurance required under this Contract, insurance for third party property damage and personal injury or death;

(vi) if the things the care of which the Contractor is responsible for under clause 13.1 are in transit (including storage and transhipment) from any place outside of Australia, marine transit insurance on an "all risks" basis, including war, riots, strikes and civil commotion coverage, covering those things until they are delivered to the Site, unpacked, inspected and confirmed as in sound condition;

(vii) any insurance that the Contractor is required to obtain by virtue of any Law or Change in Law; and

(viii) appropriate insurance (for replacement value) in respect of all materials being or to be fabricated overseas for the Works and any other insurance that the Principal may reasonably require the Contractor to obtain,

for amounts not less than the amounts (if any) referred to in Schedule 1;

(b) ensure the Construction Plant insurance, motor vehicle insurance (except for compulsory third party insurance for bodily injury as required by the Law), asbestos liability insurance, marine transit insurance and any insurance required by sub-paragraph (a)(vii):

(i) are policies in the joint names of the Principal and the Contractor, and cover the Principal, the Principal's Representative (including any appointee under clauses 9.2 or 9.3), the Contractor and all its Subcontractors, for their respective rights and interests, and their liabilities to third parties and liability to each other;

(ii) cover loss or damage to property (other than property described in clause 13.1 and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance or similar insurance policy), arising out of, or in any way in connection with, the Contractor's Activities;
(iii) includes a cross-liability clause in accordance with clause 13.9; and
(iv) is for an amount in respect of any occurrence not less than the amount referred to in Schedule 1;
(c) ensure the asbestos liability insurance is in place before any work involving asbestos or asbestos decontamination work commences;
(d) ensure that any insurance policy required by sub-paragraph (a)(vii) is in place before the Contractor’s Activities covered by such policies commence;
(e) ensure the professional indemnity insurance:
   (i) covers 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;
   (ii) covers the Contractor for liability to the Principal arising from errors or omissions in:
         A. design or documentation of the Works or the Temporary Works; or
         B. other professional services,
         carried out by the Contractor or any of its Subcontractors, and
   (iii) provide:
         A. cover for any amount in respect of any one claim of not less than;
         B. cover for an amount in the aggregate of not less than;
            and
         C. for an excess not greater than, the amount stated in Schedule 1;
(f) in relation to the workers compensation insurance or similar insurance:
   (i) where permitted by Law, extend the insurance policy to provide indemnity to the Principal for its statutory liability to the Contractor’s employees;
   (ii) ensure that each of its Subcontractors has such workers compensation insurance or similar insurance covering the Subcontractor’s employees; and
   (iii) ensure it insures against liability for death of or injury to persons employed by the Contractor or its Subcontractors as required by any Law for an amount not less than the amount stated in Schedule 1 (if any) for any one event, subject to the maxima or minima imposed by relevant Law; and
(g) in relation to marine transit insurance, ensure that the policy:
   (i) is in the joint names of the Principal and Contractor, and covers the Principal, the Principal’s Representative, the Contractor and all its Subcontractors, for their respective rights and interests;
   (ii) includes a cross-liability clause in accordance with clause 13.9; and
   (iii) includes a delayed unpacking clause and a 50:50 clause.

13.6 General Insurance Requirements
The Contractor must:
(a) in respect of any insurance policy (including an insurance policy which this Contract requires the Contractor to procure to be effected by a Subcontractor) which it is required to effect or procure to be effected, pursuant to this Contract and where required by the Principal's Representative, provide the Principal's Representative (or other person nominated for this purpose by the Principal's Representative) within 5 days of a request with:

(i) a certificate of currency and any other evidence satisfactory to the Principal's Representative demonstrating that the policy is current and in compliance with the Contractor's obligation to insure (or procure insurance), or (where relevant) a licence as a self-insurer or other proof of being a self-insurer under the Workers Compensation Act 1987 (Cth); and

(ii) a certified copy of the insurance policy and any other evidence which may be reasonably necessary to satisfy the Principal's Representative that the policy is current and complies with the requirements of this Contract;

(b) ensure that (except for professional indemnity or workers compensation or similar insurance):

(i) the Principal receives at least 30 days' notice of any cancellation or material change of any insurance policy effected under clause 13.4, 13.4A or 13.5(a);

(ii) a notice of claim given to the insurer by the Principal, the Contractor or a Subcontractor will be accepted by the insurer as a notice of claim by the Principal, the Contractor and the Subcontractor, and

(iii) upon becoming aware of any fact, matter or thing entitling the insurer to cancel the policy, give immediate notice in writing to the Principal about that fact, matter or thing at least 30 days prior to the insurer giving any notice of cancellation; and

(c) ensure that it:

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

(ii) where required, 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 that may result in an insurance policy lapsing or being cancelled, and replaces that insurance policy prior to it 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.

If the Contractor fails to:

(d) provide copies of any insurance policy (including an insurance policy which this Contract requires the Contractor to procure a Subcontractor to effect) which the Contractor is required to effect together with evidence satisfactory to the Principal's Representative that the policy is current; or

(e) effect or procure to be effected insurance which is with insurers and on terms satisfactory to the Principal's Representative,
as required by clauses 2.2(c), 13.4, 13.4A, 13.5 or this clause 13.6, the Principal may, at its 
sole discretion and without prejudice to any other rights that it may have, take out that 
insurance and the cost will be a debt due from the Contractor to the Principal.

The Principal may refuse payment until the Contractor produces evidence of compliance 
with its insurance obligations under clauses 2.2(c), 13.4, 13.4A, and 13.5 to the satisfaction 
of the Principal. The rights given by clause 13.6 are in addition to any other right.

13.7 Period of Insurance

The insurance the parties are required to have in place under this clause 13 must be 
maintained:

(a) in the case of the works and public liability insurance policy required by 
clauses 13.4 and 13.4A so as to provide cover until the latest to occur of:

(i) Contractor ceases to be responsible under clause 13.1 for the care of 
anything; and

(ii) the Principal's Representative issues a notice under clause 12.8(e)(i) 
stating the date on which Final Completion was achieved.

(b) in the case of the Construction Plant insurance:

(i) until the Contractor ceases to bear the risk of loss of or damage to 
anything under clause 13.1; and

(ii) at any time it is being used in connection with the Contractor's 
Activities;

(c) in the case of the workers compensation insurance and motor vehicle 
insurances, until the Principal's Representative issues a notice under clause 
12.8(e)(i) stating the date on which Final Completion was achieved;

(d) in the case of professional indemnity insurance, before commencing work 
covered by the policy referred to in clause 13.5(e) until at least the period 
specified in Schedule 1 after the Date of Final Completion;

(e) in the case of asbestos liability insurance, marine transit insurance and 
insurance required under clause 13.5(a)(viii), for so long as there is a risk that an 
event covered by the insurance may occur in relation to the Works or the 
Contractor's Activities; and

(f) in the case of insurance required under clause 13.5(a)(viii), during the period 
required by any Law.

13.8 Notice of Potential Claim

The Contractor must:

(a) 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 this Contract (except 
for the professional indemnity insurance policy);

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

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

13.9 Cross Liability

Where this 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;
(c) failure by any insured to observe and fulfill the terms of the policy will not prejudice the insurance in regard to any other insured;
(d) any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy; and
(e) a notice to the insurer by one insured will be deemed to be notice by all insured parties.

13.10 Risk of Deductibles
The Contractor must pay all insurance deductibles or excesses in respect of any event and claim made under a policy referred to in this clause 13. If the Contractor requires insurance coverage in respect of such deductibles or excesses, it must obtain appropriate insurance at its own cost.

14. Default or Insolvency
14.1 Contractor’s Default
If the Contractor commits a breach of this Contract referred to below, the Principal may give the Contractor a written notice.

The breaches by the Contractor to which this clause applies are:
(a) not commencing or not progressing the Contractor’s Activities regularly and diligently in accordance with the requirements of this Contract, in breach of clause 10.1;
(b) suspension of work, or failing to proceed with the Contractor’s Activities with due expedition and without delay, in breach of clause 10.1;
(c) failing to provide the security, in breach of clause 2.6;
(d) failing to provide evidence of insurance, in breach of clause 13;
(e) failing to use the materials or standards of workmanship required by this Contract, in breach of clause 4.1;
(f) not complying with any direction of the Principal’s Representative made in accordance with this Contract, in breach of clause 9.1(a);
(g) not complying with the requirements of this Contract regarding the Contract Management Plan in a material respect;
(h) not complying with its obligations under:
   (i) clause A7 of Annexure A to the TINSW Standard Requirements Prelude; or
   (ii) the TINSW Standard Requirements TSF T1 - Technical Management;
(i) not complying with its environmental obligations under this Contract or the TINSW Standard Requirements;
(j) not complying with its obligations under this Contract or the TINSW Standard Requirements regarding work health and safety;
(k) the failure to comply with all applicable Law, including the failure to comply with, carry out and fulfill the conditions and requirements of all Authority Approvals in breach of clause 2.3; or
(l) any other failure to comply with a material obligation under the Contract.
14.2 Contents of Notice

A written notice under clause 14.1 must:

(a) state that it is a notice under clause 14.1 or clause 14.3 (as the case may be);
(b) specify the alleged breach;
(c) require the Contractor to remedy the breach or, in the case of a notice by the Principal where the breach is not capable of being remedied, make other arrangements satisfactory to the Principal; and
(d) specify the time and date by which the Contractor must remedy the breach or make other arrangements satisfactory to the Principal (which time must not be less than 21 clear days after the notice is given).

14.3 Rights of the Principal Following Notice

Upon giving a notice under clause 14.1, the Principal may suspend payments to the Contractor until the date upon which the Contractor remedies the breach or makes arrangements satisfactory to the Principal.

If, by the time specified in a notice under clause 14.1, the Contractor fails to remedy the breach or make arrangements satisfactory to the Principal, the Principal may, by notice in writing to the Contractor:

(a) take out of the hands of the Contractor the whole or part of the work remaining to be completed; or
(b) terminate this Contract.

14.4 Immediate Termination on Take-Out

If:

(a) an Insolvency Event occurs:
   (i) to the Contractor;
   (ii) where the Contractor comprises more than one person, any one of those persons; or
   (iii) to a person specified in Schedule 1; or
(b) the Contractor causes or contributes to the occurrence of an Incident and fails to ensure that the Principal is promptly notified as set out in clause 2.9(d),

then, whether or not the Contractor is then in breach of this Contract, the Principal may, without giving a notice under clause 14.1, exercise the right under clause 14.3(a) or 14.3(b).

14.5 Principal’s Common Rights After Take-Out or Termination

If:

(a) the Principal:
   (i) exercises its rights under clause 14.3(a); or
   (ii) terminates this Contract under clauses 14.3(b), 14.4 or 14.8;
(b) the Contractor repudiates this Contract and the Principal otherwise terminates this Contract; or
(c) this Contract is frustrated under the Law,

then:

(d) the Contractor:
must nominate to the Principal or the Principal’s nominee those Subcontracts between the Contractor and its Subcontractors that the Principal directs;

(iii) irrevocably appoints (for valuable consideration) the Principal and any authorised representative of the Principal to be the Contractor’s attorney to:

A. execute, sign, seal and deliver all notices, deeds and documents; and

B. undertake actions in the name of the Contractor,

for the purposes referred to in clause 14.5(d)(i); and

(iii) must immediately hand over to the Principal’s Representative all copies of:

A. any documents provided by the Principal to the Contractor;

B. all Contract Documentation prepared by the Contractor to the date on which the Principal exercises its rights under clauses 14.3(a) or 14.3(b) (whether complete or not), and

C. any other documents or information in existence that is to be provided to the Principal under the terms of this Contract; and

(e) the Principal:

(i) will be entitled to require the Contractor to remove from the Site or any area affected by the Works, any Construction Plant and Temporary Works and all materials, equipment and other things intended for the Works;

(ii) may complete that work;

(iii) may take possession of such of the Construction Plant, Temporary Works and other things on or in the vicinity of the Site, Remote Sites or Extra Land as are owned by the Contractor and are reasonably required by the Principal to facilitate completion of the work; and

(iv) must, if it takes possession of the items referred to in clause 14.5(e)(iii):

A. for the period during which it retains possession of the Construction Plant, Temporary Works or other things pay to the Contractor rent for the use of the Construction Plant, Temporary Works or other things at a market rate to be agreed by the parties or, failing agreement, to be determined pursuant to clause 15; and

B. maintain the Construction Plant, Temporary Works or other things and, subject to clause 14.5, on completion of the work return to the Contractor the Construction Plant, Temporary Works and any things taken under clause 14.5(e)(iii) which are surplus.

This clause 14.5 will survive the termination or frustration of this Contract.

14.6 Principal’s Entitlements after Take-Out

(a) If the Principal exercises the right under clause 14.3(a), the Contractor will not be entitled to any further payment in respect of the work taken out of the hands of the Contractor unless a payment becomes due to the Contractor under this clause 14.6.
(b) When work taken out of the hands of the Contractor under clause 14.3(a) is completed, the Principal's Representative will ascertain the cost incurred by the Principal in completing the work and will issue a certificate certifying the amount.

(c) If the cost incurred by the Principal is greater than the amount that would have been paid to the Contractor if the Contractor had completed the work, the difference will be a debt due from the Contractor to the Principal. If the cost incurred by the Principal is less than the amount that would have been paid to the Contractor if the Contractor had completed the work, the difference will be a debt due to the Contractor from the Principal.

(d) Without limiting clause 14.5(c), if the Principal exercises the right under clause 14.3(a), the Principal will be entitled to recover from the Contractor any costs, expenses, losses or damages incurred or suffered by it as a result of, or arising out of, or in any way in connection with, the exercise of such right.

(e) If the Contractor is indebted to the Principal, the Contractor grants to the Principal a lien over the Construction Plant, Temporary Works or other things taken under clause 14.5 such that the Principal may retain that property until the debt is met. If after reasonable notice, the Contractor fails to pay the debt, the Principal may sell the Construction Plant, Temporary Works or other things and apply the proceeds to satisfaction of the debt and the costs of sale. Any excess will be paid to the Contractor.

14.7 Principal's Rights after Termination

Subject to clause 14.11, if the Principal terminates this Contract under clauses 2.9(d), 14.3 or 14.4, or if the Contractor repudiates this Contract and the Principal otherwise terminates this Contract the Principal will:

(a) not be obliged to make any further payments to the Contractor, including any money that is the subject of a payment claim under clause 11.2 or a payment statement under clause 11.3;

(b) be absolutely entitled to call upon, convert and have recourse to and retain the proceeds of any unconditional undertaking held under clause 2.6; and

(c) be entitled to recover from the Contractor any costs, expenses, 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.

This clause 14.7 survives the termination of this Contract.

14.8 Contractor's Rights after Repudiation or Wrongful Termination

(a) If the Principal:

(i) repudiates this Contract and the Contractor terminates this Contract, or:

(ii) wrongfully:

A. exercises or attempts to exercise any right or power conferred on it by clauses 14.3 or 14.4 or 14.9; or

B. determines or purports to determine this Contract at common law,

then the:

(iii) Principal's actions will be deemed to have been a lawful termination in accordance with clause 14.8 and the Contractor's sole rights in such circumstances will be those set out in clause 14.10; and

(iv) Contractor:

A. will not be entitled to the payment of damages;
B. will not be entitled to any payment on a quantum meruit basis; and
C. waives all other rights it has to make a Claim in such circumstances.

(b) This clause 14.8 will survive the termination of this Contract.

14.9 Termination for Convenience

Without prejudice to any of the Principal’s other rights or entitlements or powers under this Contract, the Principal may:

(a) at any time for its sole convenience, and for any reason, by written notice to the Contractor terminate this Contract effective from the time stated in the notice or if no such time is stated, at the time the notice is given to the Contractor; and

(b) thereafter, at the Principal’s absolute discretion complete the uncompleted part of the Contractor’s Activities or the Works either itself or by engaging Other Contractors.

14.10 Payment for Termination for Convenience

If the Principal terminates this Contract under clause 14.8.14.9, the Contractor:

(a) 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 this Contract had not been terminated and the Contractor submitted a payment claim under clause 11.2 for work carried out to the date of termination;
   (ii) the cost of plant and materials reasonably ordered by the Contractor for the Works and for which it is legally bound to pay provided that

A. the value of the plant or materials have not been previously paid or included in the amount payable under sub-paragraph (a)(i), and

B. title in the plant and materials vests in the Principal upon payment;

(iii) the reasonable cost of removing from the Site all labour, Construction Plant, Temporary Works (where required by the Principal) and other things used in the Contractor’s Activities that are not part of, or to be part of, the Works;

(iv) the costs reasonably incurred by the Contractor in the expectation of completing the whole of the Contractor’s Activities and not included in any other payment by the Principal; and

(v) the amount specified in Schedule 1, for all overheads and profit associated with, and to the extent not included in, the work and costs determined under sub-paragraphs (a)(ii), (a)(iii) and (a)(iv); and

(b) must take all steps possible to mitigate the costs referred to in sub-paragraphs (a)(ii) and (a)(iii).

To the extent it has not had recourse to them, the Principal will return all unconditional undertakings then held by it under clause 2.6 when the Contractor has complied with all its obligations under this clause.

The amount to which the Contractor is entitled under this clause 14.9.14.10 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 this Contract and the Principal will not be liable to the Contractor upon any Claim arising out of, or in any way in connection with, the termination of this Contract other than for the amount payable under this clause 14.10.
This clause 14.10 will survive the termination of this Contract by the Principal under clause 14.9.

14.11 Preservation of Rights

Subject to clauses 14.7.14.8, nothing in this clause 14 or that the Principal does or fails to do pursuant to this clause 14 will prejudice the right of the Principal to exercise any right or remedy (including recovering damages or exercising a right of set-off under clause 16.12) which it may have where the Contractor breaches (including repudiates) this Contract.

14.12 Termination by Frustration

If under the law this Contract is frustrated the Principal will:

(a) pay the Contractor the following amounts as determined by the Principal’s Representative:

(i) an amount calculated in accordance with clause 14.10(a)(i) for work carried out prior to the date of frustration;

(ii) the costs calculated in accordance with the terms of, and subject to the conditions in, clauses 14.10(a)(ii); and

(iii) the costs calculated in accordance with the terms of clauses 14.10(a)(iii) and 14.10(a)(iv); and

(b) to the extent it has not had recourse to them, return all unconditional undertakings then held by it under clause 2.6 when the Contractor has complied with its obligations under this clause.

The amount to which the Contractor is entitled under this clause 14.12 will be a limitation upon the Principal’s liability to the Contractor arising out of, or in any way in connection with, the frustration of this Contract and the Principal will not be liable to the Contractor upon any Claim arising out of, or in any way in connection with, the frustration of this Contract other than for the amount payable under this clause 14.12.

Without limiting any other provision of this Contract, this clause 14.12 will survive the frustration of this Contract.

14.13 Codification of Contractor’s Entitlements

This clause 14 is an exhaustive code of the Contractor’s rights arising out of or in any way in connection with any termination and the Contractor:

(a) cannot otherwise terminate, rescind or treat this Contract as repudiated; and

(b) waives all rights at Law to terminate, rescind or treat this Contract as repudiated, otherwise than in accordance with this clause 14.

15. Disputes

15.1 Notice of Dispute

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 this Contract, or either party’s conduct before the date of this Contract, (“Dispute”) the Dispute must be determined in accordance with the procedure in this clause 15.

Where such a Dispute arises, either party may give a notice in writing to the Principal’s Representative and the other party (“Notice of Dispute”).

The Notice of Dispute must:

(a) specify the Dispute;

(b) provide particulars of the party’s reasons for being dissatisfied;
(c) set out the position which the party believes is correct; and

(d) in the case of a Dispute in respect of a direction of the Principal's Representative under one of the clauses referred to in Schedule 1 (a "Schedule 1 Dispute"), be given in accordance with clause 15.2.

Where the notice is given by the Contractor, if the Contractor fails to provide sufficient particulars of the Dispute to enable the Principal's Representative to properly consider the matter, then the Principal's Representative may request the Contractor to provide further particulars of the Dispute in which event the Contractor must provide the further particulars within 14 days of receipt of the request to provide the further particulars.

15.2 Time for Submitting Notice Concerning Principal's Representative's Direction

If the Contractor wishes to have a direction by the Principal's Representative under one of the clauses referred to in Schedule 1 opened up, reviewed, decided and substituted the Contractor must give a Notice of Dispute in respect of the Dispute to the Principal and the Principal's Representative within 14 days of the date of the direction, after which the Principal's Representative may review the Dispute and make a determination in accordance with clause 15.3.

If the Contractor fails to give such a Notice of Dispute to the Principal and the Principal's Representative within the time period required by this clause 15.2:

(a) the direction will be final and binding and will not be capable of being challenged, opened up or reviewed in any forum; and

(b) where the direction relates to the rejection or deemed rejection of a Claim pursuant to clause 17.4, the Claim will be barred in accordance with clause 17.6.

15.3 Determination of Schedule 1 Disputes by the Principal's Representative

Upon receipt of a Notice of Dispute in respect of a Schedule 1 Dispute which is given in accordance with clause 15.2, the Principal's Representative may review and make a determination in respect of the Dispute.

The determination of the Principal's Representative in respect of any such Notice of Dispute:

(a) must be in writing;

(b) must be given within 21 days after the Notice of Dispute is given or where further particulars have been requested under clause 15.1, within 21 days after the further particulars have been provided to the Principal's Representative;

(c) will be substituted for the relevant direction the subject of the Notice of Dispute; and

(d) is to be given effect to by the parties unless and until it is reversed, overturned or otherwise changed under the procedure in the following clauses.

If the Principal's Representative fails to make a determination as required by this clause 15.3 the direction the subject of the Notice of Dispute will be deemed to be confirmed by the Principal's Representative.

15.4 Response to Notice of Dispute

Where a Notice of Dispute has been given in accordance with clause 15.1 and 15.2 (where applicable) then the party to whom the Notice of Dispute is addressed must:

(e) if the Notice of Dispute does not relate to a Schedule 1 Dispute, within 21 days of the date of:

(i) receipt of the Notice of Dispute; or

(ii) if any further particulars have been requested under clause 15.1, receipt of those particulars; or
(b) if the Notice of Dispute does relate to a Schedule 1 Dispute and if the direction is confirmed, or deemed to have been confirmed, by the Principal’s Representative under clause 15.3, within 42 days of the receipt of the Notice of Dispute, provide a response in writing indicating whether it agrees with the position set out in the Notice of Dispute.

15.5 Executive Negotiation

(a) If the Dispute is not resolved within 14 days of:
   (i) the date of receipt of the response to the Notice of Dispute pursuant to clause 15.4; or
   (ii) if no response is received, the date specified for the provision of a response pursuant to clause 15.4,
either party may by notice in writing refer the Dispute to the persons described in Schedule 1 who must:
   (iii) meet and undertake genuine and good faith negotiations with a view to:
         A. clarifying and narrowing the issues in dispute in the event that litigation is commenced in respect of the Dispute; and
         B. resolving the Dispute; and
   (iv) if they cannot resolve the Dispute, endeavour to agree upon a procedure to resolve the Dispute.

(b) If appropriate in the circumstances, at or prior to the meeting the parties will exchange documents critical to the resolution of the Dispute.

(c) Whether or not the persons described in Schedule 1 have complied with clause (a), if the Dispute is not resolved, or no agreement on a procedure to resolve the Dispute has been reached, within 14 days after the Dispute has been referred to those persons under this clause 15.5, or within such longer period of time as these persons may agree in writing:
   (i) if a dispute is a Schedule 1 Dispute, the Dispute must be submitted to an expert determination;
   (ii) otherwise the Dispute will be referred to arbitration.

15.6 The Expert

The expert determination under clause 15.5 is to be conducted by:

(a) an independent industry expert agreed by the Principal and the Contractor; or

(b) where the parties are unable to agree upon an independent industry expert within 42 days after the Dispute has been referred to the persons described in Schedule 1, or an independent industry expert appointed under this clause 15.6:
   (i) is unavailable;
   (ii) declines to act;
   (iii) does not respond within 14 days to a request by one or both parties for advice as to whether he or she is able to conduct the determination; or
   (iv) does not make a determination within the time required by clause 15.17,
an independent industry expert appointed by the person specified in Schedule 1.
15.7 **Not Arbitration**

An expert determination conducted under this clause 15 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.

15.8 **Rules of Expert Determination**

The expert determination must be made in accordance with the rules for the expert determination which form part of the Expert Determination Agreement in Schedule 24.

15.9 **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.

15.10 **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.

15.11 **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 15 within the period set out in the agreement between the parties and the expert.

15.12 **Agreement with Expert**

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.

The parties must enter into an agreement with the appointed expert on the terms of the Expert Determination Agreement in Schedule 24 or such other terms as the parties and the expert may agree.

15.13 **Determination of Expert**

The determination of the expert:

(a) must be given to the parties in writing;

(b) will be:

(i) substituted for the relevant direction of the Principal's Representative; and

(ii) final and binding,

unless a party gives a notice of appeal to the other party within 15 Business Days of receipt 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 the following clauses.

15.14 **Referral to Arbitration**

If:

(a) a notice of appeal is given under clause 15.13; or

(b) the dispute is referred to arbitration in accordance with clause 15.5(c)(ii),

the dispute may be referred to arbitration under clause 15.15.
15.15 Arbitration
Any Dispute which is referred to arbitration will be conducted before a person to be:
(a) agreed between the parties; or
(b) failing agreement within 21 days after the Dispute has been referred to
arbitration, appointed by the President for the time being of The Institute of
Arbitrators and Mediators Australia.

To the extent that they are not inconsistent with this Contract, the Rules for the Conduct of
Commercial Arbitration of The Institute of Arbitrators and Mediators Australia will apply to
the arbitration.

The seat of the arbitration will be Sydney, Australia.

The arbitrator will have power to grant all legal, equitable and statutory remedies.

Notwithstanding anything else, to the extent permissible by Law, the arbitrator will have no
cpower to apply or to have regard to the provisions of Part 4 of the Civil Liberty Act 2002
(NSW).

15.16 Survive Termination
This clause 15 will survive the termination of this Contract.

15.17 Continuation of Work
Despite the existence of a Dispute between the parties this Contract, the Contractor must:
(a) continue to carry out the Contractor’s Activities; and
(b) otherwise comply with its obligations under this Contract.

15.18 Urgent Relief
Nothing in this clause 15 will prejudice the right of a party to seek urgent injunctive or
dechoductory relief from a court.

16. General

16.1 Notices
(a) Any notices contemplated by this Contract must be in writing and delivered or
posted to the relevant address or sent to the facsimile number shown in
Schedule 1 (or to any new address or facsimile number that a party notifies to
the others).
(b) A notice sent by post will be taken to have been received :
(i) in the case of international post, 7 Business Days after the date of
posting; and
(ii) in the case of posting within Australia, 2 Business Days after the date
of posting.
(c) A notice sent by facsimile will be taken to have been received on the next day
after the day shown on the transmission record showing the number of the
person to whom it is addressed in accordance with paragraph (a), which is a
Business Day.

16.2 Governing Law
This Contract is governed by and will be construed according to the Laws of New South
Wales.

16.3 No Waiver
(a) Failure to exercise or enforce or a delay in exercising or enforcing the partial
exercise or enforcement of any right, power or remedy provided by Law or under
this Contract by the Principal will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by Law or under this Contract.

(b) Any waiver or consent given by the Principal under this Contract will only be effective and binding on the Principal if it is given or confirmed in writing by the Principal.

(c) No waiver by the Principal of:
   (i) a breach of any term of this Contract; or
   (ii) any other failure by the Contractor to comply with a requirement of this Contract, including any requirement to give any notice which it is required to give in order to preserve its entitlement to make any Claim against the Principal,

will operate as a waiver of another breach of that term or failure to comply with that requirement or of a breach of any other term of this Contract or failure to comply with any other requirement of this Contract.

16.4 Assignment
The Contractor cannot assign its rights or liabilities under this Contract without the prior written consent of the Principal and except on such terms and conditions as are determined in writing by the Principal.

16.5 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; and

(b) any correspondence or other documents relating to the subject matter of this Contract that may have passed between the parties prior to the date of this Contract and that are not expressly included in this Contract.

16.6 Joint and Several Liability
The rights and obligations of the Principal and the Contractor, if more than one person, under this Contract, are joint and several. Each person constituting the Contractor acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this Contract) of the other as if those acts or omissions were its own and the Principal may proceed against any or all of them.

16.7 Severability
If at any time any provision of this 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 this Contract; or

(b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Contract.

16.8 Indemnities to Survive
Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Contract.

Nothing in this clause 16.8 prevents any other provision of this Contract, as a matter of interpretation also surviving the termination of this Contract.
It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Contract.

16.9 **Stamp Duty and Other Fees**
The Contractor must pay all stamp duties and other fees payable in respect of the execution of this Contract and the performance of its obligations in respect of this Contract.

16.10 **Taxes**
Without limiting clause 2.3 but subject to clause 18, the Contractor must pay all Taxes that may be payable in respect of the Contractor's Activities, including any customs duty or tariff, and primage applicable to imported materials, plant and equipment required for the Contractor's Activities.

16.11 **Confidentiality**

(a) Subject to clause 16.11(b), the Contractor must:

(i) keep confidential this Contract and any information relating to the Contractor's Activities and any discussions concerning this Contract;

(ii) not use the information referred to in sub paragraph (a)(i) except as necessary for the performance of the Contractor's Activities; and

(iii) ensure that each of its officers, employees and Subcontractors complies with the terms of sub-paragraphs (a)(i) and (a)(ii).

(b) The Contractor is not obliged to keep confidential any information:

(i) which is in the public domain through no default of the Contractor; or

(ii) the disclosure of which is:

A. required by Law;

B. consented to in writing by the Principal; or

C. given to a court in the course of proceedings to which the Contractor is a party.

(c) The Contractor must:

(i) execute and submit to the Principal within 14 days of this Contract a Confidentiality Undertaking in the form in Schedule 3;

(ii) ensure that all employees of the Contractor that have access to the information described in the Confidentiality Undertaking are aware of their obligations under the terms of the Confidentiality Undertaking; and

(iii) ensure that each Subcontractor, including suppliers and consultants, to the Contractor execute and submit a Confidentiality Undertaking to the Principal.

(d) The Contractor acknowledges that the Principal may disclose this Contract (and information concerning the terms of this Contract) under or in accordance with any one or more of the following:

(i) the Government Information (Public Access) Act 2009 (NSW);

(ii) to satisfy the disclosure requirements of the New South Wales Auditor General or to satisfy the requirements of Parliamentary accountability; and

(iii) any other Law.

(e) The Contractor must provide to the Principal any other information which the Principal reasonably requires to comply with its obligations under the items referred to in clause 16.11(d).
16.12 Right of Set-Off
The Principal may at any time withhold, set-off or deduct from moneys otherwise due to the Contractor:

(a) any debt or other moneys due from the Contractor to the Principal (including any debt due from the Contractor to the Principal pursuant to section 26C of the SOP Act);

(b) 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

(c) any claim to money which the Principal may have against the Contractor whether for damages (including liquidated damages) or otherwise, whether under this Contract or otherwise at law.

If those moneys are insufficient, the Principal can have recourse to the security held under clause 2.6.

16.13 Entire Contract
Despite any progress payments that may be made to the Contractor under clause 11.4, this Contract is an entire contract.

16.14 Principal May Act

(a) The Principal may, either itself or by a third party, perform an obligation under this Contract that the Contractor was obliged to perform but which it failed to perform. The costs, losses, expenses and damages suffered or incurred by the Principal in so performing such an obligation will be a debt due from the Contractor to the Principal.

(b) Where the Principal or the Principal’s Representative is entitled under this Contract to exercise any right or power to:

(i) direct or instruct the Contractor to, or

(ii) itself step in to,

take any action or omit to take any action, it is not obliged to exercise that right or power, and may do so in their absolute discretion.

Where the Principal or the Principal’s Representative does exercise any such right or power, the Contractor remains responsible for, controls and assumes the risk of all environmental, health and safety issues relating to the Works.

16.15 Process Agent
If the Contractor is a foreign company (as defined in the Corporations Act 2001 (Cth)), the Contractor must:

(a) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this Contract. The appointment must be in a form acceptable to the Principal and may not be revoked without the Principal's consent; and

(b) obtain the process agent’s consent to the appointment.

16.16 Indemnity
The Contractor must indemnify the Principal against:

(a) any liability to or claim by any other person; and

(b) all costs, expenses, losses, damages, fines and penalties suffered or incurred by the Principal,

arising out of, or in any way in connection with:
(c) the Contractor's breach of a term of this Contract; and
(d) any Defect or the consequence of any Defect,
provided that the Contractor's liability to indemnify the Principal will be reduced proportionately to the extent that an act or omission of the Principal, an Other Contractor or an agent of the Principal may have contributed to the liability claim, costs losses or damages.

16.17 Variations
Subject to clause 6.3, this Contract may only be varied by a document signed by or on behalf of both the Principal and the Contractor.

16.18 Provisions Limiting or Excluding Liability
Any provision of this Contract which seeks to limit or exclude a liability of the Principal or the Contractor is to be construed as doing so only to the extent permitted by Law.

16.19 Limit of Contractor's Liability
Subject to clause 16.21, the liability of the Contractor to the Principal, whether arising under or in connection with this Contract or the performance of non-performance thereof or anything incidental thereto, and whether by way of indemnity, by statute (to the extent that it is possible to exclude such liability), in tort (for negligence or otherwise) or on any basis in law or equity, is limited to the Original Contract Price.

16.20 Not Used

16.21 Qualification on Limitation of Liability
Clause 16.19 does not apply to limit or restrict in any way:
(a) any liability to the extent to which the Contractor is (or will be) entitled to be indemnified pursuant to an insurance policy in respect of that liability;
(b) any liability for which, but for a failure by the Contractor to comply with its obligations under this Contract or under an insurance policy, the Contractor would have received payment or been indemnified under an insurance policy effected in accordance with this Contract;
(c) the Contractor's liability to pay liquidated damages under clause 12.7(a) or general damages under clause 12.7(d);
(d) the Contractor's liability to indemnify the Principal under 2.10(c), clauses 3.4(b)(iv), 3.6(d), 3.9(d), 3.13, 5.3(c), 5.4(c) or 13.2;
(e) the Contractor's liability for costs, losses and damage caused by the malicious or fraudulent acts of employees of the Contractor or its Subcontractors or its agents;
(f) liability which is otherwise limited by another provision of this Contract;
(g) the Contractor's liability where it abandons the performance of its obligations under this Contract; or
(h) liability out of which by the Law the Contractor cannot contract.
(i) the Contractor's liability to indemnify PLRC under the deed poll executed in the form of Schedule 23.

16.22 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 this Contract whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
Without limiting the above, the rights, obligations and liabilities of the Principal and the Contractor under this Contract with respect to proportionate liability are as specified in this Contract and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

(b) To the extent permitted by Law:

(i) the 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).

(c) The Contractor must:

(i) in each subcontract into which it enters for the carrying out of the work under this Contract or for the supply of materials or services, include a term that (to the extent permitted by law) excludes the application of Part 4 of the Civil Liability Act 2002 (NSW) in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with each Subcontract whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, tort or otherwise; and

(ii) require each Subcontractor or supplier of materials or services to include, in any further contract that it enters into with a third party for the carrying out of the work under this Contract, a term that (to the extent permitted by law) excludes the application of Part 4 of the Civil Liability Act 2002 (NSW) in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with each further agreement whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, tort or otherwise.

(d) The Contractor must ensure that all policies of insurance covering third party liability it is required by this Contract to effect or maintain (including the professional indemnity policy referred to in clause 13.5(e)):

(i) cover the Contractor for potential liability to the Principal assumed by reason of the exclusion of Part 4 the Civil Liability Act 2002 (NSW); and

(ii) do not exclude any potential liability the Contractor may have to the Principal under or by reason of this Contract.

16.23 Prior Work

The Contractor agrees that the work in connection with the Contractor's Activities carried out by the Contractor prior to the date of this Contract will be deemed to be governed by the provisions of this Contract and will be deemed to be part of the Contractor's Activities and any payments made to the Contractor by the Principal prior to the date of this Contract in respect of the Contractor's Activities will be treated as part payments of the amount required to be paid by the Principal under this Contract.

16.24 Counterparts

This Contract may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
16.25 Personal Property Securities Act

(a) By signing this Contract, the Contractor acknowledges and agrees that if this Contract and the transactions contemplated by it, operate as, or give rise to, a security interest for the purposes of the PPS Law (Security Interest), the Contractor shall do anything (including amending this Contract or any other document, executing any new terms and conditions or any other document, obtaining consents, getting documents completed and signed and supplying information) that the Principal considers necessary under or as a result of the PPS Law for the purposes of:

(i) ensuring that the Security Interest is enforceable, perfected or otherwise effective and has the highest priority possible under PPS Law;
(ii) enabling the Principal to apply for any registration, or give any notification, in connection with the Security Interest, including the registration of a financing statement or financing change statement; or
(iii) enabling the Principal to exercise rights in connection with the Security Interest and this Contract.

(b) If Chapter 4 of the PPS Act applies to the enforcement of the Security Interest, the Contractor agrees that sections 95, 120, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPS Act will not apply to the enforcement of the Security Interest.

(c) The Contractor:

(i) acknowledges that the Security Interests created under or pursuant to this Contract relate to collateral and all proceeds in respect of that collateral (until the Principal is paid in full for the collateral);
(ii) acknowledges that to the maximum extent permitted by law, it waives any right to receive a verification statement under the PPS Law in respect of the Security Interest; and
(iii) undertakes it will not register a financing change statement without the prior written consent of the Principal.

(d) The parties agree that neither of them will disclose information of the kind referred to in section 275(1) of the PPS Act and that this clause constitutes a confidentiality agreement within the meaning of the PPS Law.

(e) The Contractor agrees to waive any right it may have, or but for this clause may have had, under section 2757(c) of the PPS Act to authorise the disclosure of the above information.

16.26 Vienna Convention

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract.

17. Notification of Claims

17.1 Notice of Variation

If a direction by the Principal's Representative, other than a "Variation Order" under clause 6.2, 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 the time specified in Schedule 1 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;
within the time specified in Schedule 1 of giving the notice under paragraph (a), submit a written Claim to the Principal's Representative, which includes the details required by clause 17.3(b); and

continue to carry out the Contractor's Activities in accordance with this Contract and all directions of the Principal's Representative, including any direction in respect of which notice has been given under this clause 17.1.

17.2 Notice of Other Claims

If the Contractor wishes to make any Claim (other than an Excluded Claim) against the Principal in respect of any direction of the Principal's Representative or any other event, circumstance, act, omission, fact, matter or thing (including a breach of this Contract by the Principal) under, arising out of, or in any way in connection with, this Contract, the Contractor's Activities or the Works, including anything in respect of which:

(a) it is otherwise given an express entitlement under this Contract; or
(b) this 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,

the Contractor must give the Principal's Representative the notice required by clause 17.3(a) and a Claim in accordance with clause 17.3(c).

17.3 Prescribed Notices

(a) Any written notice referred to in clauses 17.1(a) and 17.2 must:
   (i) be provided not later than the time specified in Schedule 1 after the first occurrence of the direction, event, circumstance, act, omission, fact, matter or thing which gave rise to the alleged entitlement; and
   (ii) expressly specify:
       A. that the Contractor proposes to make a Claim; and
       B. the direction event, circumstance, act, omission, fact, matter, or thing, which gave rise to the alleged entitlement in the Claim.

(b) Any written Claim referred to in clause 17.1(b) must include:
   (i) detailed particulars, including the date or dates, of the direction, including any related event, circumstance, act, omission, fact, matter or thing upon which the Claim is based;
   (ii) the provisions of this Contract or other legal basis upon which the Claim is based; and
   (iii) details of the amount claimed and how it has been calculated.

(c) Any written Claim referred to in clause 17.2, must:
   (i) be provided not later than the time specified in Schedule 1 of giving the written notice under clause 17.3(a); and
   (ii) include:
       A. detailed particulars, including the date or dates, of the direction, event, circumstance, act, omission, fact, matter or thing upon which the Claim is based;
       B. the legal basis for the Claim, whether based on a term of this Contract or otherwise, and if based on a term of this Contract, clearly identifying the specific term;
17.4 Submission of Claims

Claims submitted by the Contractor under clauses 17.1(b) and 17.2 will be considered in the first instance by the Principal's Representative who may accept or reject the Claim in part or in full.

If within 28 days after first receipt of a Claim the Principal's Representative has not made a decision on the Claim, the Claim will be deemed to have been rejected on that 28th day.

17.5 Continuing Events

If the direction, event, circumstance, act, omission, fact, matter or thing upon which a Claim is based, or their consequences are continuing, the Contractor must continue to give the information required by clause 17.3(b) or 17.3(c) every 26 days after the written Claim under clause 17.1(b) or 17.2 (as the case may be) was submitted or given to the Principal's Representative, until after the direction, event, circumstance, act, omission, fact, matter or thing or the consequences thereof have ceased.

17.6 Bar

If the Contractor fails to comply with clauses 2.3(c), 15.2, 17.1, 17.2, 17.3 or 17.5:

(a) the Principal will not be liable 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, event, circumstance, act, omission, fact, matter or thing (as the case may be) to which those clauses apply.

17.7 Other Provisions Unaffected

Nothing in clauses 17.1 to 17.6 will limit the operation or effect of any other provision of this Contract that requires the Contractor to give notice to the Principal's Representative in order to preserve an entitlement to make a Claim against the Principal.

18. General Provisions Relating to GST

(a) The parties acknowledge that unless otherwise expressly stated all amounts of monetary consideration in this 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 this Contract, including the Contractor's Activities or the Works, the party providing consideration for the supply 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) Subject to clause 18(e), any amount payable under clause 18(b) will be paid to the Supplier at the same time as the consideration for the supply is paid to the Supplier.

(d) If any party is required under this 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 this Contract, a party will not be obliged to pay any amount in respect of GST to the other party (whether under this clause 18 or otherwise) unless and until a tax invoice that complies with the GST Legislation has been issued by the Supplier in respect of that taxable supply.

(f) Each party agrees to do all things, including providing invoices or other documentation, that may be necessary or desirable to:
   (i) enable or assist the other party to claim input tax credits to the maximum extent possible; or
   (ii) itself claim all input tax credits that might be available to it in order to reduce the amount recoverable from the other party under this Contract.

(g) If the GST payable in relation to a supply made by the Supplier under this Contract varies from the additional amount paid by the other party under this clause 18 in respect of that supply, then the Supplier will provide a corresponding refund or credit to or will be entitled to receive the amount of that variation from the other party (as appropriate).

(h) In clause 11.3 and this clause 18:
   (i) "GST" or "Goods and Services Tax" means the tax payable on taxable supplies under the GST Legislation;
   (ii) "GST Legislation" means A New Tax System (Goods and Services Tax) Act 1999 and any related Act imposing such tax or legislation that is acted to validate, recapture or recoup such tax;
   (iii) terms defined in GST Legislation have the meaning given to them in GST Legislation; and
   (iv) any part or progressive or periodic component of a supply that is treated as a separate supply for GST purposes (including attributing GST to tax periods) will be treated as a separate supply.

19. TfNSW’s Statement of Business Ethics

(a) The Contractor must at all times comply with TfNSW’s Statement of Business Ethics, a copy of which is available at www.transport.nsw.gov.au.

(b) Prior to the engagement of any Subcontractor by the Contractor, the Contractor must obtain a written acknowledgement from such Subcontractor that it has received, read, understood and will comply with TfNSW’s Statement of Business Ethics.
Schedule 1 - Contract Particulars

Conditions Precedent to Completion:
(Clause 1.1)
Contract: This document including its Schedules
(Clause 1.1)
The Works Brief
The TSRs
Contractor:
(Clause 1.1)
Metropolitan Demolitions Pty Ltd (ABN67 099 769 052)
Level 1, 398 Princes Highway, St Peters NSW 2044
Date for Completion:
(Clause 1.1)
Portion 1 - 1 November 2013
Portion 2 - 30 April 2014
Portion 3 - 30 April 2014
Defects Rectification Period:
(Clause 1.1)
The Defects Rectification Period for each Portion is the period commencing on the Date of Completion of the Portion and expiring 12 months after the Date of Completion of the last Portion to achieve Completion.
Environmental Representative:
(Clause 1.1)
David Kechane
Other Excepted Risk:
(Clause 1.1)
A negligent act or omission of the Principal, the Principal's Representative, other agents of the Principal or an Other Contractor (other than an Interface Contractor).
Interface Contractors:
(Clause 1.1)
None
Original Contract Price:
(Clause 1.1)
Portions:
(Clause 1.1)
Portion 1 - Demolition of the Monorail surrounding the Convention Centre (excluding Convention Centre Station) and the Maintenance Centre. Removal of the two spans of the monorail track beam on the swing span of Pymont Bridge.
Portion 2 - Demolition of the Convention Centre Station and Pedestrian Bridge, as referred to in section 3.2 of the Works Brief.
Portion 3 - The remaining demolition works and the reinstatement of building facades, as referred to in section 3.3 of the Works Brief.
Principal's Representative:
Simon Hussey, Project Director, Monorail Removal Project
Reports:
(Clause 1.1)

The Site:
(Clause 1.1)

The Site is the following Sydney monorail stations and substations:
- Harbourside Station
- Harbourside Substation located directly underneath the Harbourside station in the level 1 loading dock of Harbourside retail complex
- Convention Centre Station
- Paddy’s Markets Station
- Paddy’s Markets Substation located in a concrete chamber located under the station access stair, which also forms access to the Entertainment Car Park
- Chinatown Station
- Chinatown Station Substation located under a footbridge on the corner of Harbour Street and Liverpool Street
- World Square Station
- World Square Substation located on the level one up from the station platform, accessed from the platform, departure end
- Galeries Victoria Station
- Galeries Victoria Substation located on level B2, below the station
- City Centre Station
- City Centre Substation located below the station footprint in the car park below the station
- Darling Park Station
- Darling Park Substation located in a metal prefabricated demountable hut directly underneath the station, at roadway ground level

and as further shown in the Station Plans at Exhibit E.

Working days: (Clause 1.2(m))

Order of Precedence: (Clause 1.4)
The Contract excluding the Schedules and the Exhibits; then
(a) the Schedules; then
(b) Exhibits

Selected Subcontract Work and Selected Subcontractors
(Clause 2.2(2b))

Selected Subcontract Work
1. Electrical Work for Pymont Bridge Heritage Works

Selected Subcontractor
(a) Sofracp Pty Ltd

(b) Taranto Marine Pty Ltd
2. Mechanical Works for Pyrmont Bridge Heritage Works Taranto Marine Pty Ltd

3. Marine Based Structural Works for Pyrmont Bridge Heritage Works Waterway Constructions

Others to be advised.

**Amount for approval of Subcontracts:**
Subcontracts with an initial price of $250,000 or greater.

(Claue 2.2(b))

**Subcontractors required to effect professional indemnity insurance:**
All consultant engagements which include any element of design including Temporary Works design.

(Claue 2.2(c))

**Minimum amount of professional indemnity insurance required:**
$10,000,000 per claim and $20,000,000 in the aggregate

(Claue 2.2(c))

**Subcontract prices for which security of payment provisions are required:**
Subcontracts with an initial price of $25,000 or greater.

(Claue 2.2(e)(i))

**Subcontractors required to execute deed in form of Schedule 14:**
Subcontracts with an initial price of $500,000 or greater.

(Claue 2.2(e)(ivA))

All Subcontracts and consultant engagements which include any element of design, including Temporary Works design

(Claue 2.2(e)(ivB))

**Warranties required from Subcontractors:** Refer to Exhibit G

(Claue 2.2(f))

**Parent Company Guarantor:** Not used

(Claue 2.6(f))

**The party responsible for payment of the Long Service Leave Levy is:** The Contractor
(Clause 2.7)

The principal contractor under the WHS Legislation is: (Clause 2.10)  
Person  
The Contractor

Site access dates: (Clause 3.1(b)(i))  
Refer to Section 4 of the Works Brief (listed at (a) of Exhibit B).

Site access preconditions:  
(Clauses 3.1(c)(ii)E)  
Any other preconditions stated in the TSRs or elsewhere in this Contract.

Rates for determining increase in Contract Sum for failure to give access:  
(Clauses 3.1(e)(ii))

Condition Surveys exist for the following properties: (Clause 3.12)  
None

Percentages to be applied to Variation and daywork costs:  
(Clauses 6.4 and 6.7)

<table>
<thead>
<tr>
<th>Clause No</th>
<th>percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.4(b)(ii)A (including a valuation required to be made by clauses 3.7(g)(ii) or 3.6(e)(i))</td>
<td>[ ]</td>
</tr>
<tr>
<td>6.4(b)(ii)B</td>
<td>[ ]</td>
</tr>
<tr>
<td>6.7</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

Provisional Sum Work:  
(Clauses 1.1 and 7.3)  
Nil

Percentages to be applied to Provisional Sum Work:  
(Clauses 1.1 and 7.3)  
Not applicable

Parts of the Site within which the Works must be located:  
(Clauses 3.11 and 7.6(a) )  
Within the boundaries shown on the Station Plans at Exhibit E

New Defects Rectification Period:  
(Clauses 8.6)  
12 months

Contractor's Personnel  
(Clauses 9.4(a) and 9.4(b)(i))
Is the Contractor required to submit a Project Training Management Plan: (Clause 9.13)  

YES

Causes of delay entitling Contractor to extension of time: (Clause 10.7(a))

1. Force Majeure Event.
2. Delays caused by fire brigade, police, ambulance and other emergency services.
3. Delays caused by changes to the Interface Agreement made after the date of the Contract.
4. Strikes which affect at least three other sites not under the control of the Contractor.
5. Changes in Law.
6. Cancellation of a Track Possession of the kind and in the circumstances specified in clause 10.13(b) and subject to the proviso in that clause.

Track Possessions (Clause 10.13(b))

The Contractor will be entitled to four Track Possessions to be determined by the Contractor issuing a notice in writing to the Principal nominating four weekend possession dates from the list of dates set out below within 30 days from the date of the Contract:

17-18 August 2013
24-25 August 2013
31 Aug-1 September 2013
14-15 September 2013
28-29 September 2013
19-20 October 2013
Rates to be used in determining delay damages:
(Clause 10.13)

Liquidated damages:
(Clause 12.7(a))
- Portion 1
- Portion 2
- Portion 3

Limit of liability for liquidated damages: (Clause 12.7(d))
10% of the Contract Sum

Insurance of the Works
(Clause 13.4)
(a) Alternative applying
Alternative 1
(b) Provision for demolition and removal of debris
N/A
(c) Provision for consultants' fees and Principal's consultants' fees
N/A
(d) Value of materials or things to be supplied by the Principal
N/A
(e) Additional amount or percentage
N/A
Public liability insurance
(Clauses 13.4A)
(a) Alternative applying

(b) Amount per occurrence shall be not less than

Amount of Contractor's insurance:
(Clauses 13.5(a) and 13.5(f)(iii))

- Workers compensation insurance or similar insurance as required under clause 13.4(f) for an amount as required by Law
- Construction Plant Insurance
  Current market value of the Construction Plant
- Professional Indemnity Insurance
  $10,000,000 per claim and $20,000,000 in the aggregate
- Motor Vehicle Insurance
  $20,000,000
- Asbestos Liability Insurance
  $10,000,000 for any one occurrence and $20,000,000 in the aggregate

Period for Professional Indemnity Insurance:
(Clauses 13.7(d))

6 years

Person in Insolvency Event:
(Clauses 14.4(a)(iii))

N/A

Amount for termination for convenience:
(Clauses 14.10(a)(vi))

3% of the cost determined under clauses 14.10(a)(ii), 14.10(a)(iii) and 14.10(a)(iv).

Clauses in respect of which disputes concerning directions of a Principal's Representative must be submitted within 14 days of date of direction:
(Clauses 9.1(b), 15.1 and 15.2)

2.3(d)(ii), 3.1(e)(ii), 3.8 (final paragraph), 6.4, 6.7, 7.3, 8.6, 9.8(c)(ii), 10.10, 10.11, 10.13, 10.14(b), 11.3, 12.3(b), 12.3(d), 14.6 (first paragraph), 14.10(a) and 14.2(b).

The persons for Executive Negotiation:
(Clauses 15.5)

Principal: Director Project Delivery, Transport Projects
Contractor: Nick Giannikouris, Metropolitan Demolitions Group

Addresses:
(Clauses 15.1(a))

Principal: Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067
Principal's Representative: Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067
Contractor: Nick Giannikouris, Level 1, 396 Princes Highway, St Peters NSW 2044

Person to appoint Industry Expert
(Clauses 15.6)

The President of the Institute of Arbitrators and Mediators Australia
Time for giving notices: 14 days
(Clauses 17.1(a) and 17.3(a)(i))

Time for written Claims: 28 days
(Clauses 17.1(b), 17.3(b) and 17.3(c))
## Schedule 2 - Payment Breakdown Schedule

(Clauses 11.2(d))

**Original Contract Price Details**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>SP1</td>
<td>SEPARABLE PORTION 1</td>
</tr>
<tr>
<td>A1.0</td>
<td>DEMOLITION</td>
</tr>
<tr>
<td>A1.1</td>
<td>Remove the Monorail track beams, cables and both steel and concrete columns including all temporary supports, cutting, craneage transport off site, disposal and all associated Traffic Management on Darling Drive between columns WB8 and WB31</td>
</tr>
<tr>
<td>A1.2</td>
<td>Removal of all reinforced concrete pedestals including all temporary supports, cutting, craneage, transport off site, disposal and all associated Traffic Management on Darling Drive between columns WB8 and WB31</td>
</tr>
<tr>
<td>A1.3</td>
<td>Remove the Work shop and Maintenance facility including all reinforced concrete, structural steel work and including all temporary supports, cutting, craneage, transport off site, disposal and all associated Traffic Management</td>
</tr>
<tr>
<td>A1.4</td>
<td>Removal of the Workshop/Maintenance Substation and cabling including all temporary supports, cutting, craneage, transport off site, disposal and all associated Traffic Management.</td>
</tr>
<tr>
<td>A1.5</td>
<td>Removal of the Workshop LV distribution board, cabling and lighting including all temporary supports, cutting, craneage, transport off site, disposal and all associated Traffic Management.</td>
</tr>
<tr>
<td>A1.6</td>
<td>Remove the Monorail tracks including all temporary supports, cutting, craneage transport off site, disposal and all associated Traffic Management.</td>
</tr>
<tr>
<td>A2.0</td>
<td>Make Good</td>
</tr>
<tr>
<td>A2.1</td>
<td>Make good to the offices at Workshop/maintenance</td>
</tr>
<tr>
<td>A2.2</td>
<td>Treatment of bolts and reinforcement in foundations</td>
</tr>
<tr>
<td>A4.0</td>
<td>TOTAL SEPARABLE PORTION 1 – LUMP SUM PRICE</td>
</tr>
<tr>
<td>SP2</td>
<td>SEPARABLE PORTION 2</td>
</tr>
<tr>
<td>B1.0</td>
<td>DEMOLITION</td>
</tr>
<tr>
<td>B1.1</td>
<td>Remove the Convention Centre Station including all reinforced concrete, structural steelwork, signage, fit out, distribution boards, lighting, cabling and including all temporary supports, cutting, craneage transport off site, disposal and all associated Traffic Management.</td>
</tr>
</tbody>
</table>
| B1.2 | Removal of the pedestrian bridge including all reinforced concrete, steelwork roofing, lighting and cabling from the car park over the LRT.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>TOTAL ($) EXCLUDING GST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Darling Drive and into the Convention Centre precinct and including all temporary supports, cutting, cranage, transport off site, disposal and all associated Traffic Management.</td>
<td></td>
</tr>
<tr>
<td>B2.0</td>
<td>MAKE GOOD</td>
<td></td>
</tr>
<tr>
<td>B2.1</td>
<td>Make good to the car park balustrade to match current design.</td>
<td></td>
</tr>
<tr>
<td>B2.2</td>
<td>Make good any damage to the car park concrete slab</td>
<td></td>
</tr>
<tr>
<td>B2.3</td>
<td>Treatment of bolts and reinforcement in foundations as required.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dilapidation Reports - Report to be in accordance with Works Brief 2.2.1 Only</td>
<td></td>
</tr>
<tr>
<td>B4.0</td>
<td>TOTAL SEPARABLE PORTION 2 – LUMP SUM PRICE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SP3 SEPARABLE PORTION 3</td>
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</tr>
<tr>
<td>C1.0</td>
<td>Remove the Monorail track beams, cables and both steel and concrete columns including all temporary supports, cutting, cranage transport off site, disposal and all associated Traffic Management</td>
<td></td>
</tr>
<tr>
<td>C1.1</td>
<td>Remaining tracks and columns other than those in Separable Portion 1 and on Pyrmont Bridge</td>
<td></td>
</tr>
<tr>
<td>C2.0</td>
<td>Pyrmont Bridge</td>
<td></td>
</tr>
<tr>
<td>C2.1</td>
<td>Remove the Monorail tracks and columns including all temporary supports, cutting, cranage transport off site, disposal and all associated Traffic Management.</td>
<td></td>
</tr>
<tr>
<td>C2.2</td>
<td>Remove hydraulic jacking system including the removal of the hydraulic oil, hydraulic lines and the benches over the system including the flushing of the track beams to remove spilt oil within the beam</td>
<td></td>
</tr>
<tr>
<td>C2.3</td>
<td>Remove central swing column and supporting steelwork</td>
<td></td>
</tr>
<tr>
<td>C2.4</td>
<td>Remove submarine cable and weight bags.</td>
<td></td>
</tr>
<tr>
<td>C2.5</td>
<td>Remove electrical cabling and cable trays under the deck</td>
<td></td>
</tr>
<tr>
<td>C2.6</td>
<td>Condition Survey on completion of the removal works</td>
<td></td>
</tr>
<tr>
<td>C3.0</td>
<td>Pyrmont Bridge – General make good</td>
<td></td>
</tr>
<tr>
<td>C3.1</td>
<td>Reinstatement of bridge deck</td>
<td></td>
</tr>
<tr>
<td>C3.2</td>
<td>Reinstatement of glass shell panel and toilet walls and floor at column M108</td>
<td></td>
</tr>
<tr>
<td>C3.3</td>
<td>Repairs to all bolt holes and damage to timber beams</td>
<td></td>
</tr>
<tr>
<td>C3.4</td>
<td>Repairs to any damage to steelwork or timber in removing cable trays.</td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>C3.5</td>
<td>Supply and install new expansion joints as required to provide straight joint across the whole bridge.</td>
<td></td>
</tr>
<tr>
<td>C4.0</td>
<td>Pyrmont Bridge – Heritage make good</td>
<td></td>
</tr>
<tr>
<td>C4.1</td>
<td>Relocate control cabin to original location including adjustments to balustrade</td>
<td></td>
</tr>
<tr>
<td>C4.2</td>
<td>Relocate electrical control systems within control cabin and all necessary cabling including the traffic lights.</td>
<td></td>
</tr>
<tr>
<td>C4.3</td>
<td>Relocate and reconnect power and control systems</td>
<td></td>
</tr>
<tr>
<td>C4.4</td>
<td>Reinstallation of bridge toll tales</td>
<td></td>
</tr>
<tr>
<td>C4.5</td>
<td>Supply and install herring bone bracing</td>
<td></td>
</tr>
<tr>
<td>C5.0</td>
<td>Removal of the reinforced concrete pedestals including all temporary supports, cutting, craneage, disposal, transport off site and all associated Traffic Management</td>
<td></td>
</tr>
<tr>
<td>C5.1</td>
<td>Type 1 to 7 other than Type 2 night works</td>
<td></td>
</tr>
<tr>
<td>C5.2</td>
<td>Type 2 (Night works)</td>
<td></td>
</tr>
<tr>
<td>C6.0</td>
<td>Removal of Station Internal Fit out and station directional signage</td>
<td></td>
</tr>
<tr>
<td>C6.1</td>
<td>Chinatown</td>
<td></td>
</tr>
<tr>
<td>C6.2</td>
<td>World Square</td>
<td></td>
</tr>
<tr>
<td>C6.3</td>
<td>Galeries Victoria in host building</td>
<td></td>
</tr>
<tr>
<td>C6.4</td>
<td>Darling Park</td>
<td></td>
</tr>
<tr>
<td>C6.5</td>
<td>Harbourside</td>
<td></td>
</tr>
<tr>
<td>C7.0</td>
<td>Removal of Station Structures including all reinforced concrete, structural steelwork, glass, tiling, signage, fit out, distribution boards and LV reticulation and including all temporary supports, pedestrian protection, cutting, craneage, transport off site, disposal and all associated Traffic Management.</td>
<td></td>
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<tr>
<td>C7.1</td>
<td>Galeries Victoria</td>
<td></td>
</tr>
<tr>
<td>C7.2</td>
<td>City Centre internal to host building including all fit out</td>
<td></td>
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<tr>
<td>C8.0</td>
<td>Removal of Substation and cabling to the station including all temporary supports, cutting, craneage, transport off site, disposal and all associated Traffic Management.</td>
<td></td>
</tr>
<tr>
<td>C8.1</td>
<td>Paddy’s Market</td>
<td></td>
</tr>
<tr>
<td>C8.2</td>
<td>Chinatown</td>
<td></td>
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<tr>
<td>ITEM</td>
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<td>TOTAL ($) EXCLUDING GST</td>
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<tr>
<td>C8.3</td>
<td>World Square</td>
<td></td>
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<tr>
<td>C8.4</td>
<td>Galeries Victoria</td>
<td></td>
</tr>
<tr>
<td>C8.5</td>
<td>City Centre</td>
<td></td>
</tr>
<tr>
<td>C8.6</td>
<td>Darling Park</td>
<td></td>
</tr>
<tr>
<td>C8.7</td>
<td>Harbourside</td>
<td></td>
</tr>
<tr>
<td>C9.0</td>
<td>Make Good to internal fit out to Stations including the provision temporary facades and walls and the repairs necessary where directional signage has been removed.</td>
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<tr>
<td>C9.1</td>
<td>Chinatown</td>
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<tr>
<td>C9.2</td>
<td>World Square</td>
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</tr>
<tr>
<td>C9.3</td>
<td>Galeries Victoria in host building</td>
<td></td>
</tr>
<tr>
<td>C9.4</td>
<td>City Centre in host building</td>
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<tr>
<td>C9.5</td>
<td>Darling Park</td>
<td></td>
</tr>
<tr>
<td>C9.6</td>
<td>Harbourside</td>
<td></td>
</tr>
<tr>
<td>C10.0</td>
<td>Make Good -General</td>
<td></td>
</tr>
<tr>
<td>C10.1</td>
<td>Make Good to all footpaths &amp; road pavements</td>
<td></td>
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<tr>
<td>C11.0</td>
<td>Make good to Facades – provision of temporary weather proof external facades.</td>
<td></td>
</tr>
<tr>
<td>C11.1</td>
<td>Galeries Victoria</td>
<td></td>
</tr>
<tr>
<td>C11.2</td>
<td>City Centre</td>
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</tr>
<tr>
<td>C12.0</td>
<td>Other</td>
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</tr>
<tr>
<td>C12.1</td>
<td>Design for Demolition Methodology</td>
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</tr>
<tr>
<td>C12.2</td>
<td>Credit for salvage for the demolished materials from the whole project</td>
<td></td>
</tr>
<tr>
<td>C12.3</td>
<td>Dilapidation Reports</td>
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</tr>
<tr>
<td></td>
<td><strong>TOTAL SEPARABLE PORTION 3 – LUMP SUM PRICE</strong></td>
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<td>Preliminaries</td>
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</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>TOTAL ($) EXCLUDING GST</td>
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</tr>
<tr>
<td>Total (Excl. GST)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A5.0</td>
<td>Option (Section 2.2.4 of the Works Brief) – Reduction in Price for Alternative Scope for the Workshop / Maintenance Facility</td>
<td></td>
</tr>
</tbody>
</table>
Schedule 3 - Form of Confidentiality Undertaking

(Clauses 2.2(e)(iii) and 16.11(c)(i))

To: [ ]

We, the engaged Consultant/Supplier/Contractor/Subcontractor body, undertake to treat as confidential all information received/generated from the work performed by the Principal.

The Consultant/Supplier/Contractor/Subcontractor hereby undertakes:

(a) To disclose information to its employees only on a need-to-know basis;

(b) Not to disclose information to any other person without first obtaining the written consent of the Principal;

(c) To ensure that its employees to whom information is disclosed will comply with (a) and (b) above.

This undertaking will not apply to information about the Principal which is in the public domain (except where the availability of the information in the public domain is due to any unauthorised disclosure by the Consultant/Supplier/Contractor/Subcontractor, its employees or agents) or which was already known to the Consultant/Supplier/Contractor/Subcontractor.

Any breach of this undertaking by the Consultant/Supplier/Contractor/Subcontractor’s employee or agent will constitute a breach of this undertaking by the Consultant/Supplier/Contractor/Subcontractor and at the direction of the Principal the Consultant/Supplier/Contractor/Subcontractor must institute proceedings or do whatever the Principal regards as reasonable to prevent or contain the breach.

The Consultant/Supplier/Contractor/Subcontractor undertakes that on request from the Principal it will forthwith return to the Principal all originals and copies of the confidential information, however embodied, supplied by the Principal and destroy all documents containing or prepared using any confidential information however embodied.

The Consultant/Supplier/Contractor/Subcontractor also undertakes to declare to the Principal any conflict of interests that exists or arises during the course of its engagement which may impinge on the objectivity or probity of the work performed. Such declarations are to be made as soon as the conflict of interests issues arises.
This undertaking will remain in force until each part of the confidential information is released by the Principal into the public domain.

Dated: ........................................

SIGNED for and on behalf of:

.................................................................
(Print Company Name)

By:

.................................................................
(Print Name) ......................................................
(Signature)

in the presence of:

.................................................................
(Print Name) ......................................................
(Signature)
Schedule 4 - Action in Complying with Planning Approval

(Clause 2.3(b))

Part A

The Contractor must fulfil all the conditions and requirements of the Planning Approval except to the extent that the following tables allocate responsibilities to the Principal. Nothing specified in this table as being a responsibility of the Principal will relieve the Contractor from complying with any obligation set out elsewhere in this Contract. The Contractor may apply to have any part of any of the Approvals listed below modified. The Contractor acknowledges and agrees that it is solely responsible for any such modification.

Where the Contractor is required to comply with a Condition of Approval, the Contractor should refer to the full Conditions of Approval and not rely on the summary provided in the table below.

The table below summarises the conditions and requirements of the “Standard Conditions of Approval” set out in Exhibit D – Planning Approval. The table will be updated once the project has been determined and project-specific Conditions of Approval are available. The Contractor should refer to Section 14 of the Review of Environmental Factors which recommends a range of project-specific environmental management and mitigation measures which will form part of the Planning Approval.

Conditions of Approval

<table>
<thead>
<tr>
<th>Condition Number</th>
<th>Description</th>
<th>Extent of Principal’s responsibility for the Planning Approval condition specified</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Terms of Approval</td>
<td>Contractor to comply in full.</td>
</tr>
<tr>
<td>2</td>
<td>Project Modifications</td>
<td>Where a modification is proposed by the Contractor, the Contractor is to provide all necessary environmental impact assessment documentation for the Principal’s assessment and determination. Where a modification is proposed by the Principal, the Principal will prepare any required supporting information regarding construction methodology.</td>
</tr>
<tr>
<td>3</td>
<td>Statutory Requirements</td>
<td>Contractor to comply in full.</td>
</tr>
<tr>
<td>4</td>
<td>Pre-Construction Environmental Compliance Matrix</td>
<td>Contractor to comply in full.</td>
</tr>
<tr>
<td>5</td>
<td>Construction Environmental Compliance Report</td>
<td>Contractor to comply in full.</td>
</tr>
<tr>
<td>6</td>
<td>Pre-Operation Compliance Report</td>
<td>Contractor to comply in full.</td>
</tr>
<tr>
<td>7</td>
<td>Community Liaison Plan</td>
<td>Contractor to comply in full.</td>
</tr>
<tr>
<td>8</td>
<td>Community Notification and Liaison</td>
<td>Contractor to provide all necessary information to the Principal regarding proposed or upcoming works so that the Principal can advise the local community in accordance with the notification requirements.</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Requirement</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>9</td>
<td>Website</td>
<td>Contractor to provide all necessary information to the Principal so that the Principal can provide this information on the Project website.</td>
</tr>
<tr>
<td>10</td>
<td>Complaints Management</td>
<td>Principal to set up the construction response line and administer the complaints register. Contractor to comply with the complaints handling protocol.</td>
</tr>
<tr>
<td>11</td>
<td>Property Conditions Surveys</td>
<td>Contractor to comply in full. The Contractor is to provide a copy of all Property Condition Surveys to the Principal.</td>
</tr>
<tr>
<td>12</td>
<td>Environmental Induction</td>
<td>Contractor to comply in full.</td>
</tr>
<tr>
<td>13</td>
<td>Environmental Management System</td>
<td>Contractor to comply in full.</td>
</tr>
<tr>
<td>14</td>
<td>Environmental Management Representative</td>
<td>The Principal will fulfill the requirements of this condition.</td>
</tr>
<tr>
<td>15</td>
<td>Construction Environmental Management Plan</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>16</td>
<td>Environmental Controls Map</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>17</td>
<td>Standard Construction Hours</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>18</td>
<td>High Noise Generating Activities</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>19</td>
<td>Construction Noise and Vibration</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>20</td>
<td>Vibration Criteria</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>21</td>
<td>Non-tonal Reversing Beepers</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>22</td>
<td>Noise Impact on Education Facilities</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>23</td>
<td>Operational Noise &amp; Vibration</td>
<td>Not used</td>
</tr>
<tr>
<td>24</td>
<td>Operational Noise Compliance Monitoring</td>
<td>Not used</td>
</tr>
<tr>
<td>25</td>
<td>Piling</td>
<td>Not used</td>
</tr>
<tr>
<td>26</td>
<td>Duty to Notify</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>27</td>
<td>Unidentified Contamination (Other than Asbestos)</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>No.</td>
<td>Work Description</td>
<td>Contractor Requirement</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>28</td>
<td>Asbestos Management</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>29</td>
<td>Storage &amp; Use of Hazardous Materials</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>30</td>
<td>Traffic Management Plan</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>31</td>
<td>Road Condition Reports</td>
<td>Contractor to comply in full. The Contractor is to provide a copy of all Road Condition Reports to the Principal.</td>
</tr>
<tr>
<td>32</td>
<td>Graffiti &amp; Advertising Control</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>33</td>
<td>Authorised Water Servicing Coordinator</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>34</td>
<td>Lighting Control</td>
<td>Not used</td>
</tr>
<tr>
<td>35</td>
<td>Replanting Program</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>36</td>
<td>Removal of Trees of Vegetation</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>37</td>
<td>Erosion &amp; Sediment Control</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>38</td>
<td>Indigenous &amp; Non-Indigenous Heritage (During Construction)</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>39</td>
<td>Urban Design and Landscaping Plan</td>
<td>Contractor to comply in full</td>
</tr>
<tr>
<td>40</td>
<td>Sustainability Role</td>
<td>Not used. Sustainability issues to be dealt with by EMR.</td>
</tr>
<tr>
<td>41</td>
<td>Pre-Construction Sustainability Report</td>
<td>Contractor to comply in full. Note condition 41(a) not relevant.</td>
</tr>
<tr>
<td>42</td>
<td>Review of Flood Impacts</td>
<td>Not used</td>
</tr>
</tbody>
</table>

The Contractor must comply with or undertake all of the mitigation measures identified in the Planning Approval.

**Part B – Section 60 Conditions of Approval**

The contractor must fulfill all the conditions and requirements of the approval conditions under section 60 of the NSW Heritage Act 1977 for both the Sydney School of Arts (SHR No. 00386) and the Pyrmont Bridge (SHR No. 01618), except to the extent that the following tables allocate responsibilities to the Principal. The Principal will provide any available drawings and/or information to the contractor to assist in complying with these conditions of approval. Any information submitted to the Heritage Branch by the Contractor must be approved by the Principal prior to submission.

<table>
<thead>
<tr>
<th>Sydney School of Arts (SHR No. 00386)</th>
<th>Condition No.</th>
<th>Description</th>
<th>Extent of Principal's responsibility for the condition specified.</th>
</tr>
</thead>
</table>

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Legal/308501663.16
QUALITY MANAGEMENT SYSTEM 5TP-FT-XXX/1.0
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|   | Approval in accordance with conceptual methodologies | Contractor to comply in full. Where a modification is proposed by the Contractor, the contractor is to provide all necessary documentation for the Principal’s approval, prior to submission to the Heritage Branch. Where a modification is proposed by the Principal, the Principal will prepare all necessary documentation, however, the Contractor must provide any required supporting information regarding construction methodology. |
|---|------------------------------------------------------|
| 2 | Submission of detailed final methodology             | Contractor to comply in full. The final methodology must be approved by the Principal prior to submission to the Heritage Branch. The Principal will provide any available documentation as necessary to support this submission. |
| 3 | Procedures to ensure against damage to heritage item | Contractor to comply in full. The required details must be approved by the Principal prior to submission to the Heritage Branch. The Principal will provide any available documentation as necessary to support this submission. |
| 4 | Damage to the heritage item                          | Contractor to comply in full. |
| 5 | Lapsing of approval                                  | Note. |

**Pyrmont Bridge (SHR No. 01618)**

<table>
<thead>
<tr>
<th>Condition No.</th>
<th>Description</th>
<th>Extent of Principal’s responsibility for the condition specified.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Approval in accordance with conceptual methodologies</td>
<td>Contractor to comply in full. Where a modification is proposed by the Contractor, the contractor is to provide all necessary documentation for the Principal’s approval, prior to submission to the Heritage Branch. Where a modification is proposed by the Principal, the Principal will prepare all necessary documentation, however, the Contractor must provide any required supporting information regarding construction methodology.</td>
</tr>
<tr>
<td>2</td>
<td>Submission of structural engineers details</td>
<td>Contractor to comply in full. The structural engineers details must be approved by the Principal prior to submission to the Heritage Branch. The Principal will provide any available documentation as necessary to support this submission.</td>
</tr>
<tr>
<td>3</td>
<td>Assessment of significance of bridge furniture</td>
<td>Principal to prepare and submit the assessment. Contractor to comply with any requirements of the assessment relevant to the relocation of bridge furniture.</td>
</tr>
<tr>
<td>4</td>
<td>Submission of architectural details</td>
<td>Contractor to comply in full. The architectural details must be approved by the Principal prior to submission to the Heritage Branch. The Principal will provide any available documentation as necessary to support this submission.</td>
</tr>
<tr>
<td>5</td>
<td>Reinstatement of below slab structural members</td>
<td>Contractor to comply in full.</td>
</tr>
<tr>
<td>6</td>
<td>Infill slabs and waterproof membrane</td>
<td>Contractor to comply in full.</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Contractor to comply</td>
</tr>
<tr>
<td>----</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>7</td>
<td>Preparation of an Interpretation Strategy</td>
<td>Full.</td>
</tr>
<tr>
<td>8</td>
<td>Appointment of appropriately qualified structural engineer</td>
<td>Full.</td>
</tr>
<tr>
<td>9</td>
<td>Appointment of heritage consultant</td>
<td>Full.</td>
</tr>
<tr>
<td>10</td>
<td>Works to be carried out by suitably qualified tradespeople</td>
<td>Full.</td>
</tr>
<tr>
<td>11</td>
<td>Protection of significant built elements</td>
<td>Full.</td>
</tr>
<tr>
<td>12</td>
<td>Concealment of new services</td>
<td>Full.</td>
</tr>
<tr>
<td>13</td>
<td>Internal/external finishes and make good works</td>
<td>Full.</td>
</tr>
<tr>
<td>14</td>
<td>Lapsing of approval</td>
<td>Note.</td>
</tr>
</tbody>
</table>
Schedule 5 - Subcontractors - Security of Payment

(Clause 2.2(e)(i))

The following terms must be included in each Subcontract, and the Subcontracts let by those Subcontractors, as referred to in clause 2.2(e) of the General Conditions of this Contract.

1. **Options as to Form of Security**

   A clause which allows the Subcontractor to lodge an approved unconditional undertaking from a bank or financial institution instead of a cash security or retention moneys as its security for performance of the Subcontract.

   A clause which provides that if the Subcontractor does lodge an unconditional undertaking for the required amount, the Contractor must not deduct further retention moneys and any retention moneys or other cash security then held will be promptly released to the Subcontractor.

2. **Trust for Cash Security and Retention Moneys**

   A clause which has the effect that:

   (a) cash securities and retentions under the Subcontract and the cash proceeds of any security converted to cash (other than in exercise of a contractual right of enforcement) is trust money and must be deposited into and held in a trust account with a bank within 24 hours of receipt or conversion;

   (b) the trust money is beneficially owned by the party which provided the security at all times unless the other party becomes entitled to receive them under the Subcontract;

   (c) the security holder must hold proper records and account to the security provider for the trust moneys; and

   (d) any interest earned by the trust account will not be held in trust, and will be owned by the security holder.

3. **Payment Provisions**

   A clause which:

   (a) has the effect of requiring the Contractor to pay the Subcontractor (and Subcontractors their Subcontractors) regular progress payments for 100% of the value of work (less only retention moneys, if any, paid into the trust account) for which payment is claimed by the Subcontractor and for which the Contractor has claimed payment from the Principal, no later than:

      (i) in the case of the Contractor’s Subcontractors, 7 days; and

      (ii) in the case of the Subcontractor’s subcontractors, 14 days,

      after the last day for payment by the Principal to the Contractor for such work;

   (b) states nothing in the clause referred to in paragraph (a) is to be read so as to prevent the Contractor from paying the Subcontractor an amount in excess of that claimed from the Principal, or before the time stipulated in that clause; and

   (c) states if anything in the clause referred to in paragraph (a) is inconsistent with any other provision in the Subcontract, the provisions of that clause will prevail to the extent of the inconsistency.

   A clause that prescribes an interest rate for overdue payments that is not less than the interest rate specified in clause 11.13 of the General Conditions of this Contract.
4. **Alternative Dispute Resolution**

A clause that requires alternative dispute resolution procedures of the type required in this Contract.

A clause making it optional for the Subcontractor to comply with the alternative dispute resolution process if the only remedy it seeks is an order for payment of money which is not disputed to be due and payable under the Subcontract.

5. **Documents to be Provided to Subcontractors**

A clause that requires the Contractor to provide the Subcontractor with a copy of extracts from this Contract before the Subcontractor starts work under the Subcontract. The extracts to be provided are:

(a) clause 2.2(e)(i);

(b) this Schedule 5;

(c) clause 11; and

(d) clause 15.
Schedule 6 - Consultant Deed of Covenant

(Clause 2.2(e)(ii))

This deed poll is made the day of 20

To: Transport for NSW (ABN 18 804 239 602) of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067 (the "Principal")

By: [ ] ("Consultant")

Recitals

A. The Principal has engaged [ ] ("Contractor") to carry out certain works for the Principal by a contract dated [ ] ("Contract").

B. The Contractor has engaged the Consultant by agreement dated [ ] ("Subcontract") to carry out the professional services to be performed under the Subcontract ("Professional Services") for the purposes of the performance of the Contractor's obligations under the Contract as they relate those design services.

C. Under the Contract, the Contractor is required to procure the Consultant to execute this deed poll in favour of the Principal.

Operative

1. Duty of Care

(a) The Consultant

(i) warrants to the Principal that:

A. in performing the Professional Services, it will exercise the standard of skill, care and diligence that would be expected of a consultant experienced in and expert in the provision of the type of professional services required by the Principal;

B. the Professional Services will be fit for the intended purposes disclosed in or reasonably able to be inferred from the Works Brief, which is an annexure to the Contract; and

C. the Professional Services do not and will not infringe any patent, registered design, trademark or name, copyright or other protected right;

(ii) acknowledges that:

A. in performing the Professional Services it will owe a duty of care to the Principal; and

B. it is aware that the Principal will be relying upon the skill and judgment of the Consultant in performing the Professional Services and the warranties given by the Consultant in this deed poll; and

(iii) must act in good faith and in the best interests of the Principal and promptly advise the Principal about any matter in which the Consultant has been instructed by the Contractor to provide the Professional Services in a manner which is, or may result in an
outcome which is, not in accordance with the requirements of the Contract, including without limitation:

A. where the Contractor's instructions in relation to design are not consistent with the Contract or may result in the Works not being fit for their intended purpose; or

B. where the Contractor's instructions require the Consultant to issue a certificate where the conditions for the issue of that certificate under the Contract have not been satisfied.

(b) The Consultant must:

(i) fully cooperate with each other consultant and contractor engaged by the Principal ("Other Contractor");

(ii) carefully coordinate and integrate the Professional Services with the services and work carried out by each Other Contractor;

(iii) carry out the Professional Services so as to minimise any interfering with, disrupting or delaying, the services and work carried out by each Other Contractor;

(iv) without limitation, provide whatever advice, support and cooperation is reasonable to facilitate the due carrying out of the services and work being provided by each Other Contractor;

(v) ensure title to and intellectual property (including any patent, registered design, trademark or name, copyright or other protected right) in or in relation to the Professional Services will vest upon its creation for the purposes of the Contract in the Principal;

(vi) obtain an assignment to the Principal from any third party who owns any intellectual property right in the Professional Services;

(vii) if any intellectual property rights in or in relation to documents, designs and computer programs created for the purposes of the Contract is not capable of being vested in the Principal because the Consultant itself does not own, and is unable at a reasonable cost to obtain ownership of, those rights, provide to the Principal an irrevocable licence to use that Intellectual Property, by sub-licence from the Consultant or direct licence from a third party; and

(viii) ensure that the intellectual property created for the purposes of the Contract is not used, adapted or reproduced other than for the purposes of the Contract without the prior written approval of the Principal (which will not be unreasonably withheld, but may be given subject to terms and conditions).

(c) The Consultant must indemnify the Principal from and against:

(i) any liability to or claim by any other person; and

(ii) all claims against, and costs, expenses, losses and damages, suffered or incurred by the Principal arising out of, or in any way in connection with:

(iii) the Consultant's breach of a term of, or warranty under, this deed poll; or

(iv) any actual or alleged infringement of any patent, registered design, trademark or name, copyright or other protected right.
2. Notices

(a) Any notices contemplated by, or arising out of or in any way in connection with, this deed poll must be in writing and delivered to the relevant address or sent to the facsimile number shown below (or to a party's new address or facsimile number which that party notifies to the others):

(i) to the Principal: c/o Level 5, Tower A
Zenith Centre
821 Pacific Highway
CHATSWOOD NSW 2067
Fax: (02) 9220 0280

(ii) to the Consultant: [Insert details]

(b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.

(c) A notice sent by facsimile will be taken to have been received on the next day after the day shown on the transmission slip showing the facsimile number of the party to whom it is addressed in accordance with clause 2.1, which is not a Saturday, Sunday or public holiday in New South Wales.

(d) If the Consultant is a foreign company (as defined in the Corporations Act), the Consultant must within 14 days of the date of this deed poll:

(i) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this deed poll; and

(ii) obtain the process agent's consent to the appointment.

The appointment must be in a form acceptable to the Principal and may not be revoked without the Principal's consent.

3. Miscellaneous

(a) This deed poll will be construed in accordance with the law of the State of New South Wales and the Consultant irrevocably submits to the jurisdiction of the Courts of that State.

(b) This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.

4. Limit of Liability

Notwithstanding any other provision of this deed poll or the Subcontract, the liability of the Consultant to the Principal, whether arising under or in connection with this deed poll or the Subcontract or the performance or non-performance thereof or anything incidental thereto, and whether by way of indemnity, by statute (to the extent that it is possible to exclude such liability), in tort (for negligence or otherwise) or any other basis in law or equity, is hereby limited and excluded as follows:

(a) the Consultant shall have no liability whatsoever to the Principal for loss of use, production, profit, revenue, business, data, contract or anticipated saving, or for any financing costs or increase in operating costs or any economic loss or for any special, indirect or consequential loss or damage; and

(b) the total aggregate liability of the Consultant in connection with the Deed Poll and Subcontract and any other deeds, agreements, warranties or undertakings in connection therewith is limited to $20 Million (twenty million dollars).
Schedule

[INSERT DESCRIPTION OF WORKS] as more particularly described in the Subcontract.

Executed as a deed poll.

Signed Sealed and Delivered
by the Consultant
[ ] by or in the presence of: (Signature)

(Signature of Witness)

(Name of Witness in Full)
Schedule 7 - Approvals to be obtained by the Principal

(Clause 2.3(b)(i))

- The Planning Approval.
Schedule 8 - Form of Unconditional Undertaking

(Clause 2.6)

This deed poll ("Undertaking") made the day of 20

In favour of: Transport for NSW (ABN 18 804 239 602) of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067 (the "Principal")

Given by: # [ ] ("Institution")

Recitals:

A. By a contract dated # ("Contract") between # ("Contractor") and the Principal the Contractor agreed to carry out the Contractor's Activities (as defined in the Contract).

B. Under the provisions of the Contract, the Contractor is required to provide this Undertaking to the Principal.

Operative:

The Institution unconditionally undertakes and covenants to pay to the Principal on demand without reference to the Contractor and notwithstanding any notice given by the Contractor to the Institution not to do so, any sum or sums which may from time to time be demanded in writing by the Principal to a maximum aggregate sum of # ($ ).

The Institution's liability under this Undertaking will be a continuing liability and will continue until payment is made under this Undertaking of the maximum aggregate sum or until the Principal notifies the Institution that this Undertaking is no longer required.

The liability of the Institution under this Undertaking must not be discharged or impaired by reason of any variation or variations (with or without the knowledge or consent of the Institution) in any of the stipulations or provisions of the Contract or the Contractor's Activities or acts or things to be executed, performed and done under the Contract or by reason of any breach or breaches of the Contract by the Contractor or the Principal.

The Institution may at any time without being required so to do pay to the Principal the maximum aggregate sum less any amount or amounts it may previously have paid under this Undertaking and thereupon the liability of the Institution hereunder will immediately cease.

This Undertaking will be governed by and construed in accordance with the laws for the time being of the State of New South Wales.
Executed as a deed poll.

Signed Sealed and Delivered
by [ ] being signed
sealed and delivered by its duly constituted Attorney [ ] under Power of Attorney No. in the presence of:

(Signature)

(Signature of Witness)

(Name of Witness in Full)
### Schedule 9 - Information Documents and Materials

(Clause 3.6)

**List of Information Documents and Materials (CD Version Only)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Revision</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Evans and Peck Reports</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Management Strategy</td>
<td>14/12/12</td>
<td>Final</td>
</tr>
<tr>
<td>Galeries Victoria Removal Methodology</td>
<td>14/12/12</td>
<td>Final</td>
</tr>
<tr>
<td>Typical Beam &amp; Column Removal Methodology Concept</td>
<td>14/12/12</td>
<td>Final</td>
</tr>
<tr>
<td>Removal Methodology Concept for Convention Station and Maintenance Centre</td>
<td>14/12/12</td>
<td>Final</td>
</tr>
<tr>
<td>Pyrmont Bridge Monorail Removal Methodology Concept</td>
<td>14/12/12</td>
<td>Final</td>
</tr>
<tr>
<td>Bridge Control Tower Relocation Concept</td>
<td>18/12/12</td>
<td></td>
</tr>
<tr>
<td><strong>Waterman AHD Information Drawings</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S01.00 - Cover Sheet &amp; Drawing Schedule</td>
<td>Dec-12</td>
<td>01</td>
</tr>
<tr>
<td>S03.01 - Track De-Construction Sequence Part Plan Sheet 1</td>
<td>Dec-12</td>
<td>01</td>
</tr>
<tr>
<td>S03.02 - Track De-Construction Sequence Part Plan Sheet 2</td>
<td>Dec-12</td>
<td>01</td>
</tr>
<tr>
<td>S03.03 - Track De-Construction Sequence Part Plan Sheet 3</td>
<td>Dec-12</td>
<td>01</td>
</tr>
<tr>
<td>S03.04 - Track De-Construction Sequence Part Plan Sheet 4</td>
<td>Dec-12</td>
<td>01</td>
</tr>
<tr>
<td>S03.10 - Track De-Construction Details</td>
<td>Dec-12</td>
<td>01</td>
</tr>
<tr>
<td>S04.01 - Demolition Plan &amp; Details of Station at No.2 Park Street</td>
<td>Dec-12</td>
<td>01</td>
</tr>
<tr>
<td>S06.01 - Maintenance Building Slab Removal Details</td>
<td>Dec-12</td>
<td>01</td>
</tr>
<tr>
<td><strong>Waterman AHD Reports</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical Services Substation Report</td>
<td>02/12/2012</td>
<td>2</td>
</tr>
<tr>
<td><strong>Review of Environmental Factors</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review of Environmental Factors</td>
<td>Nov-12</td>
<td>Final</td>
</tr>
<tr>
<td>Technical Paper 1 - traffic &amp; transport</td>
<td>Nov-12</td>
<td>Final</td>
</tr>
<tr>
<td>Technical Paper 2 - heritage</td>
<td>Nov-12</td>
<td>Final</td>
</tr>
<tr>
<td>Technical Paper 3 - noise and vibration</td>
<td>Nov-12</td>
<td>Final</td>
</tr>
<tr>
<td>Technical Paper 4 - visual impact</td>
<td>Nov-12</td>
<td>Final</td>
</tr>
<tr>
<td>Technical Paper 5 - archaeological advice</td>
<td>Nov-12</td>
<td>Final</td>
</tr>
<tr>
<td><strong>Light Rail Envelope</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Date</td>
<td>Revision</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-------</td>
<td>----------</td>
</tr>
<tr>
<td>Light Rail Envelope Brief, Doc No 10738</td>
<td>Mar-11</td>
<td>1</td>
</tr>
<tr>
<td>Von Roll Habegger AG drawings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0/21.01806 – Drive Bogie Assembly</td>
<td>Jan-87</td>
<td></td>
</tr>
<tr>
<td>0/21.01808 – Horizontal and Vertical Guidance</td>
<td>Jan-87</td>
<td></td>
</tr>
<tr>
<td>1/21.01815 – Cross Section</td>
<td>Jan-87</td>
<td></td>
</tr>
<tr>
<td>1/21.50587 – Cross Section</td>
<td>Aug-86</td>
<td></td>
</tr>
</tbody>
</table>
### Schedule 10 - Prices and Rates for valuation of Variations

(Clauses 3.7(g)(i), 3.9(e)(i), 6.4(b)(i)A and 6.7(a))

The prices and rates referred to in clauses 3.7(g)(i), 3.9(e)(i), 6.4(b)(i)A and 6.7(a) of the Contract are those set out in the table below.

<table>
<thead>
<tr>
<th>Schedule of Rates for Labour</th>
<th>Normal Time (per hour)</th>
<th>Time and a Half (per hour)</th>
<th>Double Time (per hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Manager/Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Foreman/Supervisor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leading Hand-Demolition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Labourer-Demolition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plant Operator (not otherwise included in rate for plant)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Truck Driver (not otherwise included in rate for plant)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concreter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HV Electrician</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LV Electrician</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Others (Tenderer to nominate)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structural Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Controller (1 Person)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Controller (Team of 2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Controller (Team of 3)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rigger</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Schedule of Rates for Plant</th>
<th>Per Hour</th>
<th>Per Day</th>
<th>Est+DE-mob</th>
</tr>
</thead>
<tbody>
<tr>
<td>Semi-trailer (40 T trailer) including driver</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rigid trucks including driver</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat top trucks including driver</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12T franna crane including operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14T franna crane including operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16T franna crane including operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16T mobile crane including operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>80T mobile crane including operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barge and Crane (if required)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dive Team including Workboat - 3 crew</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi Trailer including driver</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20T Franna Crane including operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25T Franna Crane including operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35T Mobile Crane including operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55T Mobile Crane including operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100T Mobile Crane including operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>160T Mobile Crane including operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>220T Mobile Crane including operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floating Boom</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6m Punt with Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barge with Boom Lift</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crane Barge with 50T Crawler Crane, Boom lift; Amenities, 3 man crew and work boat</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Schedule of Rates for Temporary Design Development**

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural Designer</td>
<td></td>
</tr>
<tr>
<td>Electrical Designer</td>
<td></td>
</tr>
<tr>
<td>Safety Assurance Engineer</td>
<td></td>
</tr>
<tr>
<td>Others (Tenderer to nominate)</td>
<td></td>
</tr>
<tr>
<td>Mechanical Engineer</td>
<td></td>
</tr>
<tr>
<td>Community Liaison</td>
<td></td>
</tr>
</tbody>
</table>

**Schedule of Rates for Disposal**

<table>
<thead>
<tr>
<th>Type</th>
<th>Rate Per Tonne</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Solid Waste (non-putrescible)</td>
<td></td>
</tr>
<tr>
<td>General Solid Waste (putrescible)</td>
<td></td>
</tr>
<tr>
<td>Restricted Solid Waste</td>
<td></td>
</tr>
<tr>
<td>Hazardous Waste</td>
<td></td>
</tr>
<tr>
<td>Special Waste – Asbestos</td>
<td></td>
</tr>
</tbody>
</table>
Schedule 11 - NOT USED
## Schedule 12 - Form of Statutory Declaration and Subcontractor’s Statement

(Clauses Act (NSW) Ninth Schedule)

<table>
<thead>
<tr>
<th>Statutory Declaration</th>
<th>Oswths Act (NSW) Ninth Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>I, ____________________</td>
<td>Insert full name of Declarant</td>
</tr>
<tr>
<td>of ____________________</td>
<td>Insert address</td>
</tr>
<tr>
<td>do solemnly and sincerely declare that:</td>
<td></td>
</tr>
<tr>
<td>1. I am the representative of:</td>
<td></td>
</tr>
<tr>
<td>(&quot;the Contractor&quot;)</td>
<td>INSERT NAME OF CONTRACTOR,</td>
</tr>
<tr>
<td>in the Office Bearer capacity of:</td>
<td>AND ADO if applicable</td>
</tr>
<tr>
<td>2. The Contractor has a contract with the [</td>
<td>INSERT POSITION TITLE</td>
</tr>
<tr>
<td>]:</td>
<td>OF DECLARANT</td>
</tr>
<tr>
<td>(&quot;the Contract&quot;)</td>
<td></td>
</tr>
<tr>
<td>3. I personally know the facts which I have set out in this declaration.</td>
<td></td>
</tr>
<tr>
<td>4. All employees who have at any time been engaged by the Contractor for work done under the Contract:</td>
<td></td>
</tr>
<tr>
<td>a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and</td>
<td></td>
</tr>
<tr>
<td>b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation, with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:</td>
<td></td>
</tr>
<tr>
<td>Employee:</td>
<td>Amount unpaid or not accrued:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>5. All subcontractors and suppliers to the Contractor have been paid all moneys which as at the date of this declaration have been claimed by them to the Contractor for the performance of work under the Contract (as applicable) and the supply of materials for use in work under the Contract, with the exception of the subcontractors and suppliers and the respective unpaid amounts listed below:</td>
<td></td>
</tr>
<tr>
<td>Subcontractor or supplier:</td>
<td>Amount unpaid:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>6. In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier’s claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.</td>
<td></td>
</tr>
</tbody>
</table>

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T1707503 1
Legal308501663.18
7. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.

8. The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding $25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

(a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and
(b) that all their employees and subcontractors, as at the date of the making of such a declaration:
   i) have been paid all remuneration and benefits due and payable to them by; or
   ii) had accrued to their account all benefits to which they are entitled from;
   the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding $25,000 at their commencement) in respect of any work under the Contract, and
(c) of details of any amounts due and payable or benefits due to be received or accrued described in (b)i) above which have not been paid, received or accrued, except for the following subcontractors to the Contractor who have failed to provide such a declaration:

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Due amount unpaid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9. Where a subcontractor to the Contractor has provided a declaration as in 8 above, and if it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:

<table>
<thead>
<tr>
<th>Employee, subcontractor or supplier</th>
<th>Amount unpaid or not accrued</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10. In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.

11. Attached to and forming part of this declaration is a "Subcontractor’s Statement" given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Pay-Roll Tax Act 1971 and Industrial Relations Act 1995) which is a written statement:

(a) under section 175E of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;
(b) under section 18(6) of schedule 2 of part 5 of the Pay-Roll Tax Act 2007 in the form and providing the detail required by that legislation; and
(c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.

12. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor’s Statement.

13. All statutory declarations and Subcontractor’s Statements received by the Contractor from subcontractors were:

(a) given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1967, the Pay-Roll Tax Act 2007 and the Industrial Relations Act 1996 ("Acts"); and
(b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.

14. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.
I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW), I am aware that I may be subject to punishment by law if I willfully make a false statement in this declaration.

Declared at .............................................................. OR ..............................................................
(place) (day) (month) (year)

(Signature of Declarant)
Before me:

(Signature of person before whom the declaration is made)

(Name of the person before whom the declaration is made)

(Title* of the person before whom the declaration is made)

And as a witness, I certify the following matters concerning the person who made this declaration (declarant):

[*Strike out the text that does not apply]

1. *
   1) saw the face of the declarant.
   OR
   2) did not see the face of the declarant because the declarant was wearing a face covering, but I am satisfied that the declarant had a special justification for not removing the covering.

2. *
   1) have known the declarant for at least 12 months.
   OR
   2) confirmed the declarant's identity using the following identification document:

Identification document relied on
(may be original or certified copy)

Signature of person before whom the declaration is made
Before me:

(Signature of person before whom the declaration is made)

(Name of the person before whom the declaration is made)

(Title* of the person before whom the declaration is made)

* The declaration must be made before one of the following persons:
  - where the declaration is sworn within the State of New South Wales:
    1) a justice of the peace of the State of New South Wales;
    2) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or
    3) a notary public.
  - where the declaration is sworn in a place outside the State of New South Wales:
    1) a notary public; or
    2) any person having authority to administer an oath in that place.
SUBCONTRACTOR'S STATEMENT

REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION
(Note 1 - see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B Workers Compensation Act 1987, Schedule 2 Part 5 Payroll Tax Act 2007, and s127 Industrial Relations Act 1996 where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.)

Subcontractor: ................................................................. ABN: .................................................................

 .................................................................
(Business name)

of
...

 .................................................................
(Address of subcontractor)

has entered into a contract with ................................................................. ABN: .................................................................

 .................................................................
(Business name of principal contractor) (Note 2)

Contract number/identifier
...

This Statement applies for work between: ......./....../...... and ......./....../...... inclusive. (Note 3)

subject of the payment claim dated: ......./....../...... (Note 5)

I, .................................................................................................. a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor’s Statement and declare the following to the best of my knowledge and belief:

(a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box. (Note 6)

(b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated ......./....../...... (Note 7)

(c) All remuneration payable to relevant employees for work under the contract for the above period has been paid (Note 8)

(d) Where the Subcontractor is required to be registered as an employer under the Payroll Tax Act 2007, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor’s Statement. (Note 9)

(e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor’s Statement by its subcontractor(s) in connection with that work for the period stated above. (Note 10)

(f) Signature ................................................................. Full name: .................................................................
(g) Position/Title .............................................................. Date

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.
Notes

1. This form is prepared for the purpose of section 175B of the Workers Compensation Act 1987, Schedule 2 Part 5 Payroll Tax Act 2007 and section 127 of the Industrial Relations Act 1996. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called the subcontractor) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and where employees/ workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.

3. Provide the unique contract number, title, or other information that identifies the contract.

4. In order to meet the requirements of s127 Industrial Relations Act 1996, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

5. Section 127(8) of the Industrial Relations Act 1996 defines remuneration as 'remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

6. Section 127(11) of the Industrial Relations Act 1996 states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

7. Provide the date of the most recent payment claim.

8. For Workers Compensation purposes an exempt employer is an employer who pays less than $7500 annually, who does not employ an apprentice or trainee and is not a member of a group.

9. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.

10. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.

11. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.

12. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the period stated in the respective legislation. This is currently up to seven years.

Offences in respect of a False Statement

In terms of s127(8) of the Industrial Relations Act 1996, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

(a) the person is the subcontractor;
(b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
(c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the Workers Compensation Act and clause 18 of Schedule 2 of the Payroll Tax Act 2007 a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

Schedule 13 - Property Owner's Certificate

(Clause 3.4(b)(iii))

This deed poll is made the day of 20

To: Transport for NSW (ABN 18 804 239 602) of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067 (the "Principal")

By: [ ]

Property Address: ................................................................. 

1. I/We confirm that the following works has been carried out and completed on my/our property to my/our satisfaction:

   [Insert description of works on property and property] 

2. I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.

3. I/We release the Principal from all claims and actions which I/we may have arising out of or in connection with the works referred to in paragraph 1.

4. This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.

Executed as a deed poll.

Signed sealed and delivered [insert name] (ABN [Insert ABN]) by or in the presence of: ............................................

[Signature]

Signature of Witness

Name of Witness in full
Schedule 14 - Form of Subcontractor Deed

(Clauses 2.2(e)(iv))

THIS DEED POLL is made on ......................................................... 20... by

........................................................................................................... ACN......... of

........................................................................................................... (the "Subcontractor").

RECITALS:

A. Transport for NSW (ABN 18 804 239 602) of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067 (the "Principal") has entered into a contract with [ ] ("Contractor") for the construction of [ ] ("Works").

B. The Subcontractor has an agreement (the "Subcontract") with the Contractor for the execution and completion of the [ ] (the "Subcontract Works") for the Works.

C. It is a condition of the Subcontract that the Subcontractor executes this Deed Poll.

THIS DEED WITNESSES THAT THE SUBCONTRACTOR HEREBY COVENANTS, WARRANTS AND AGREES with and for the benefit of the persons named in the Schedule as follows:

1. It will comply with its obligations under the Subcontract and upon completion of the Works, the Subcontract Works will satisfy the requirements of the Subcontract.

2. The persons named in the Schedule may assign or charge the benefits and rights accrued under this Deed Poll.

3. The Subcontractor:
   (a) must if required by a written notice by the Principal to sign a deed in the form of the attached Deed of Novation (Attachment 1) with such substitute contractor as the Principal may nominate; and
   (b) for this purpose irrevocably appoints the Principal to be its attorney with full power and authority to complete the particulars in and sign the attached Deed of Novation.

4. This Deed Poll is governed by the laws of the State of New South Wales.

5. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Principal.

6. The Subcontractor's liability in respect of a breach of a particular obligation under this Deed Poll will be reduced to the extent to which the Subcontractor has already paid money to or performed work for the Contractor in respect of that breach.

PERSONS NAMED IN THE SCHEDULE TO THE DEED POLL

Transport for NSW (ABN 18 804 239 602)

EXECUTED AS A DEED POLL.
Executed by [insert name] (ABN [insert ABN]) by or in the presence of:

______________________________  ________________________________
Signature of Director           Signature of Secretary/other Director

______________________________  ________________________________
Name of Director in full        Name of Secretary/other Director in full
Attachment 1 (to Schedule 14)

THIS DEED OF NOVATION is made on [ ] 20[ ] between the following parties:

1. [ ] ("Substitute Contractor")
2. [ ] ("Original Contractor")
3. [ ] ("Subcontractor").

RECITALS:

A. By deed dated [ ] (the "Deed") between:

   (i) Transport for NSW (ABN 18 804 239 602) of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067 (the "Principal"); and

   (ii) Original Contractor,

       the Principal engaged the Original Contractor to undertake the Works (as defined in the Deed).

B. The Original Contractor has entered into an agreement ("Subcontract") with the Subcontractor for the execution and completion of the [ ] ("Subcontract Works") as part of the Works.

C. The Principal has terminated the Deed and has engaged Substitute Contractor to complete the Works.

D. The Principal and Substitute Contractor wish to effect a novation of the Subcontract.

THIS DEED WITNESSES that in consideration, among other things, of the mutual promises contained in this deed, the parties agree:

1. Substitute Contractor must perform all of the obligations of the Original Contractor under the Subcontract which are not performed at the date of this deed. Substitute Contractor is bound by the Subcontract as if it had originally been named in the Subcontract in place of Original Contractor.

2. The Subcontractor must perform its obligations under, and be bound by, the Subcontract as if Substitute Contractor was originally named in the Subcontract in place of Original Contractor.

3. This deed is governed by the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of that state.

EXECUTED by the parties as a deed:

[Insert appropriate execution clauses]
### Schedule 15 - Options

(Clause 6.3)

<table>
<thead>
<tr>
<th>OPTION</th>
<th>Description: Alternative scope for the Workshop / Maintenance Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description:</td>
<td></td>
</tr>
<tr>
<td>Adjustment to the Contract Sum:</td>
<td>(Redacted)</td>
</tr>
<tr>
<td>Period for exercising the Option:</td>
<td>6 weeks from date of execution of Contract</td>
</tr>
<tr>
<td>Works Brief Amendments:</td>
<td>As per section 2.2.4 of the Works Brief under &quot;Option - Alternative Scope for the Workshop / Maintenance Facility&quot;</td>
</tr>
<tr>
<td>Drawing Amendments:</td>
<td>As per section 2.2.4 of the Works Brief under &quot;Option - Alternative Scope for the Workshop / Maintenance Facility&quot;</td>
</tr>
</tbody>
</table>
Schedule 16 - NOT USED
Schedule 17 - Deed of Guarantee and Indemnity
(Clauses 1.1 and 2.6)

Deed of Guarantee and Indemnity made at [ ] on 20 [ ]

Transport for New South Wales (ABN 18 804 239 602), a NSW Government agency constituted under the Transport Administration Act 1988 (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (Principal)

[ ] ABN [ ] of [ ] (Guarantor)

RECITALS

A. The Principal has agreed to enter into the Contract with the Contractor on the condition that the Guarantor provide this Guarantee.

B. The Guarantor has agreed on the following terms and conditions to guarantee to the Principal all of the Obligations and to indemnify the Principal against any loss arising from any failure by the Contractor to perform the Obligations.

C. The Guarantor considers that by providing this guarantee there will be a commercial benefit flowing to it.

THIS DEED PROVIDES

1. Definitions

1.1 Definitions and Interpretation

In this Deed:

Contract means the [insert details] Contract dated on or about the date of this Deed between the Principal and the Contractor.

Contractor means [insert details].

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

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

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

Obligations means all the liabilities and obligations of the Contractor to the Principal under or arising out of or in any way in connection with the Contract or the work to be carried out or performed by the Contractor under the Contract, and includes any liabilities or obligations which:
(a) are liquidated or unliquidated;
(b) are present, prospective or contingent;
(c) are in existence before or come into existence on or after the date of this Deed;
(d) relate to the payment of money or the performance or omission of any act;
(e) sound in damages only; or
(f) accrue as a result of any Event of Default,
and irrespective of:

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

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

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

**Specified Rate** means the rate which is 2% above the rate expressed as a percentage per annum:

(a) which is the average of the bid rates shown at approximately 10.15 am on reference rate page "BBSY" on the Reuters Monitor System on the day the relevant amount was due and payable for bank accepted bills having a tenor of 30 days; or

(b) if for any reason the rate referred to in paragraph (a) is no longer available or if there is no rate displayed for that period at that time, then the average of the buying rates quoted by 3 banks selected by the Principal at or about 10.15 am on the relevant date referred to in paragraph (a) for bills accepted by such banks having a tenor of 30 days.

1.2 **Defined terms**

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

1.3 **Interpretation**

In this Deed unless the context otherwise requires:

(a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
(b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";

(c) a reference to any party to this Deed includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;

(d) a reference to any Authority, institute, association or body is:

(i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and

(ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;

(e) a reference to this Deed or to any other deed, agreement, document or instrument is deemed to include a reference to this Deed or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;

(f) a reference to any legislation or to any section or provision of it includes:

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

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

(g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;

(h) headings are for convenience only and do not affect the interpretation of this Deed;

(i) a reference to:

(i) a party or clause is a reference to a party or clause of or to this Deed; and

(ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;

(j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(k) for all purposes (other than where designated as a Business Day), "day" means calendar day;

(l) a reference to "$" is to Australian currency;
(m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Deed or any part; and

(n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

2. Guarantee

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

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

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

3. Indemnity

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

(a) any failure by the Contractor to perform the Obligations duly and punctually; or

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

4. Liability as guarantor and indemnifier

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

5.1 Absolute liability

(a) The liability of the Guarantor under this Deed is absolute and is not subject to the performance of any condition precedent or subsequent by the Contractor or the Guarantor.

(b) This Deed binds each person who has executed it, notwithstanding that:

(i) any person, whether named as a party or not, does not execute this Deed;

(ii) the execution of this Deed by any person is invalid, forged or irregular in any way; or

(iii) this Deed is or becomes unenforceable, void or voidable against any other person.

5.2 Unconditional liability

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

(a) the occurrence before, on or at any time after the date of this Deed, of any Insolvency Event in relation to the Contractor or the Guarantor;

(b) the receipt by the Principal of any payment, dividend or distribution under any Insolvency Provision in relation to the Contractor or the Guarantor;

(c) the occurrence of any Event of Default;

(d) the Contract or any payment or other act, the making or doing of which would otherwise form part of the Obligations being or becoming or being conceded to be frustrated, illegal, invalid, void, voidable, unenforceable or irrecoverable in whole or in part for any reason whether past, present or future;

(e) the Principal accepting or declining to accept any Security from any person at any time;

(f) the Principal granting time, waiver or other indulgence or concession to, or making any composition or compromise with, the Contractor or the Guarantor;

(g) the Principal not exercising or delaying (whether deliberately, negligently, unreasonably or otherwise) in the exercise of any remedy or right it has for the enforcement of the Contract or any Obligation;

(h) any laches, acquiescence or other act, neglect, default, omission or mistake by the Principal;

(i) the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Principal or the Contractor or the Guarantor of the Contract or any Obligation;
(j) any variation to the Contract or any Obligation, whether or not that variation is substantial or material, or imposes any additional liability on or disadvantages the Contractor or the Guarantor;

(k) the full, partial or conditional release or discharge by the Principal or by operation of law, of the Contractor or the Guarantor from the Contract or any Obligation;

(l) any change in membership (whether by death or retirement of an existing member, admission of a new member, or otherwise) or in the name of any partnership, firm or association in which the Contractor or the Guarantor is a member;

(m) the transfer, assignment or novation by the Principal or the Contractor or the Guarantor of all or any of its rights or obligations under the Contract or under any other Obligation;

(n) any failure by the Principal to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known to, or which ought to have been known by, the Principal relating to or affecting the Contractor or the Guarantor at any time before or during the currency of this Deed, whether prejudicial or not to the rights and liabilities of the Guarantor and whether or not the Principal was under a duty to disclose that fact, circumstance, event or thing to the Guarantor or to the Contractor;

(o) the Principal agreeing with the Contractor or the Guarantor not to sue, issue process, sign or execute judgment, commence proceedings for bankruptcy or liquidation, participate in any administration, scheme or deed of arrangement or reconstruction, prove in any bankruptcy or liquidation, or do anything else in respect of the liability of the Contractor or the Guarantor;

(p) (where the Guarantor is an individual) the death or mental incapacity of the Guarantor; or

(q) the provisions of section 440J of the Corporations Act 2001 (Cth) operating to prevent or delay:

(i) the enforcement of this Deed against any Guarantor; or

(ii) any claim for contribution against any Guarantor.

5.3 No merger

(a) This Deed is in addition to and does not merge with, postpone, lessen or otherwise prejudicially affect the Contract or any other Power of the Principal.

(b) The Principal will hold any judgment or order obtained by it against any person in respect of the Guaranteed Money or the Obligations collaterally with this Deed, and this Deed will not merge in that judgment or order.

5.4 No obligation to gain consent

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

(a) The Principal is under no obligation to marshal or appropriate in favour of any Guarantor, or to exercise, apply, transfer or recover in favour of any Guarantor, any Security or any funds or assets that the Principal holds, has a claim on, or has received or is entitled to receive, but may do so in the manner and order as the Principal determines in its absolute discretion.

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

5.6 Void or voidable transactions

If:

(a) the Principal has at any time released or discharged:
   (i) the Guarantor from its obligations under this Deed; or
   (ii) any assets of the Guarantor from a Security,
   in either case in reliance on a payment, receipt or other transaction to or in favour of the Principal; or

(b) any payment or other transaction to or in favour of the Principal has the effect of releasing or discharging:
   (i) the Guarantor from its obligations under this Deed; or
   (ii) any assets of the Guarantor from a Security;

and

(c) that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason, including under an Insolvency Provision or under the general law; and

(d) that claim is upheld or is conceded or compromised by the Principal,

then:

(e) the Principal will immediately become entitled against the Guarantor to all rights (including under any Security) as it had immediately before that release or discharge;

(f) the Guarantor must immediately do all things and execute all documents as the Principal may reasonably require to restore to the Principal all those rights; and

(g) the Guarantor must indemnify the Principal against costs, losses and expenses suffered or incurred by the Principal in or in connection with any negotiations or proceedings relating to the claim or as a result of the upholding, concession or compromise of the claim.

5.7 No set-off, counterclaim

The liability of the Guarantor under this Deed will not be reduced or avoided by any defence, set-off or counterclaim available to the Contractor against the Principal.
5.8 Claim on the Guarantor
The Principal is not required to make any claim or demand on the Contractor, or to enforce
the Contract, or any other right, power or remedy against the Contractor, before making
any demand or claim on the Guarantor.

5.9 No representation by Principal etc.
The Guarantor acknowledges that it has not entered into this Deed as a result of any
representation, promise, statement or inducement to the Guarantor by or on behalf of the
Principal, the Contractor or any other person.

6. Representations and Warranties

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

(a) this Deed constitutes a valid and legally binding obligation of the Guarantor in
accordance with its terms;

(b) the execution, delivery and performance of this Deed by the Guarantor does not
breach any law, or any document or agreement to which the Guarantor is a party
or which is binding on it or any of its assets;

(c) no litigation, arbitration, mediation, conciliation, criminal or administrative
proceedings are current, pending or, to the knowledge of the Guarantor,
threatened, which, if adversely determined, may have a material adverse effect on
the business assets or financial condition of the Guarantor;

(d) all information relating to the Guarantor provided to the Principal in connection with
this Deed is true in all material respects and is not, by omission or otherwise,
misleading in any material respect; and

(e) the Guarantor has not entered into this Deed as the trustee of any trust.

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

(a) it is duly incorporated and has the corporate power to own its property and to carry
on its business as is now being conducted;

(b) the execution, delivery and performance of this Deed does not breach the
Constitution of the Guarantor and, if the Guarantor or any of its subsidiaries is
listed on the Australian Stock Exchange Limited or on any other stock exchange,
those listing requirements or business rules;

(c) it has the power, and has taken all corporate and other action required, to enter
into this Deed and to authorise the execution and delivery of this Deed and the
performance of its obligations under this Deed, and

(d) the Guarantor has filed all corporate notices and effected all registrations with the
Australian Securities and Investments Commission and all of those filings and
registrations are current, complete and accurate.
6.3 **Representations and warranties repeated**
Each representation and warranty in this Deed will be repeated on each day whilst any of the Guaranteed Money remains outstanding (whether or not then due for payment) with reference to the facts and circumstances then subsisting, as if made on each such day.

7. **Payments**

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

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

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

7.4 **Merger**
If the liability of the Guarantor to pay to the Principal any money under this Deed becomes merged in any judgment or order, then, as an independent obligation, the Guarantor will pay interest on the amount of that money at the rate which is the higher of that payable under clause 7.3 and that fixed by or payable under the judgment or order.

7.5 **No set-off or deduction**
All payments by the Guarantor to the Principal under this Deed must be:

(a) free of any set-off or counterclaim; and

(b) without deduction or withholding for or on account of any present or future Taxes, unless the Guarantor is compelled by law to make any deduction or withholding.

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

(c) pay to the Principal any additional amounts necessary to enable the Principal to receive (after all deductions and withholdings for those Taxes) a net amount equal to the full amount which would otherwise be payable to the Principal if no deduction or withholding was required to be made;

(d) promptly (and within the time prescribed by law) pay to the relevant taxing authority the amount of those Taxes which it is compelled by law to deduct or withhold, and indemnify the Principal for any Taxes and interest or penalties to which the Principal may become liable consequent on the failure of the Guarantor to pay those Taxes; and
(e) deliver to the Principal, promptly on request from the Principal, a copy of any receipt issued by the relevant taxing authority on payment of those Taxes.

7.6 Currency indemnity

(a) The Australian Dollar is the currency of payment by the Guarantor under or in connection with this Deed, except that payment by the Guarantor of or in relation to any Obligation which is denominated in a foreign currency must be made in that foreign currency.

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

8. Expenses and stamp duties

8.1 Expenses

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

(a) the preparation, negotiation and execution of this Deed and any subsequent consent, agreement, approval, waiver, amendment to or discharge of this Deed; and

(b) any exercise, enforcement or preservation, or attempted exercise, enforcement or preservation, of any rights under this Deed.

8.2 Stamp duties

(a) The Guarantor must pay all stamp duties, transaction, registration and similar Taxes, including fines and penalties, financial institutions duty and debits tax which may be payable to or required to be paid by any appropriate authority, or determined to be payable in connection with the execution, delivery, performance or enforcement of this Deed or any payment, receipt or other transaction contemplated by this Deed; and

(b) the Guarantor must indemnify the Principal against any loss or liability incurred or suffered by it as a result of the delay or failure by the Guarantor to pay Taxes.

8.3 Goods and Services Tax

If the Principal is or becomes liable to pay any GST (including any penalty) in respect of any supply it makes under, or in connection with, the Contract or this Deed (GST Liability) then:
(a) to the extent that an amount is payable by the Guarantor to the Principal under this Deed for that supply - the amount will be increased by the full amount of the GST Liability; and

(b) otherwise - the Guarantor will indemnify and keep the Principal indemnified for the full amount of the GST Liability.

9. Assignment

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

10. Governing law, jurisdiction and arbitration

10.1 Governing law

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

10.2 Jurisdiction

(a) This clause 10.2 only applies where clauses 10.3 to 10.7 do not apply.

(b) The Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts and appellate courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought relating in any way to this Deed.

(c) The Guarantor irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceeding has been brought in an inconvenient forum, where that venue falls within paragraph (b) of this clause.

10.3 Reference to arbitration

(a) Clauses 10.3 to 10.7 will only apply where the Guarantor is a foreign company (as defined in section 9 of the Corporations Act 2001 (Cth)).

(b) Any controversy, claim or dispute directly or indirectly based upon, arising out of, relating to or in connection with this Deed (including but not limited to any question relating to the existence, validity or termination of this Deed) shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as the ACICA Arbitration Rules).

(c) The seat of the arbitration will be Sydney.

(d) The number of arbitrators will be one.

(e) The language of the arbitration will be English.

10.4 Powers of the arbitrator

The arbitral tribunal has the power to grant all legal, equitable and statutory remedies, except punitive damages.
10.5 Consolidation
The parties agree that section 24 of the International Arbitration Act 1974 (Cth) will apply in respect of consolidations.

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

10.7 Award final and binding
Any award will be final and binding upon the parties.

11. Miscellaneous

11.1 Notices
(a) Any notices contemplated by this Deed must be in writing and delivered to the relevant address or sent to the facsimile number as set out below (or to any new address or facsimile number that a party notifies to the others).
   (i) to the Principal: Level 5, Tower A
       Zenith Centre
       821 Pacific Highway
       CHATSWOOD NSW 2067
       Fax: (02) 9200 0290
   (ii) to the Guarantor: [to be completed]
(b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.
(c) A notice sent by facsimile will be taken to have been received on the next day after the day shown on the transmission record showing the number of the person to whom it is addressed in accordance with paragraph (a), which is a Business Day.

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

11.3 Further assurance
The Guarantor must immediately on the request of the Principal, and at the cost of the Guarantor, do and perform all further acts and things and execute and deliver all further documents as the Principal reasonably requires, or as are required by law, to perfect or to give effect to the rights and powers of the Principal created, or intended to be created, by this Deed.
11.4 Form of demand
A demand on the Guarantor for payment under this Deed may be in the form and contain any information as the Principal determines. It need not specify the amount of the Guaranteed Money, nor the method or basis of calculation of all or any part of the Guaranteed Money, including amounts of, or in the nature of, interest.

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

(a) any prior agreement (whether in writing or not), negotiations and discussions between the parties in relation to the subject matter of this Deed; or

(b) any correspondence or other documents relating to the subject matter of this Deed that may have passed between the parties prior to the date of this Deed and that are not expressly included in this Deed.

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

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or

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

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

11.9 Waiver
(a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Deed by the Principal will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed.

(b) Any waiver or consent given by the Principal under this Deed will only be effective and binding on the Principal if it is given or confirmed in writing by the Principal.

(c) No waiver by the Principal of:

(i) a breach of any term of this Deed; or
any other failure by the Guarantor to comply with a requirement of this Deed,
will operate as a waiver of another breach of that term or failure to comply with that requirement or of a breach of any other term of this Deed or failure to comply with any other requirement of this Deed.

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

11.10A Vienna Convention
The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Deed.

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

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

(b) The Principal is not obliged to exercise any right of set off pursuant to clause 11.12(a), which is in addition to its other rights of combination of account, set-off or lien (by contract or operation of law).

(c) On its exercise of any set off pursuant to clause 11.12(a) against the Guarantor, the Principal will promptly notify the Guarantor of details of that set-off.

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

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

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

Executed as a deed.

Executed by
in the presence of:

______________________________
Signature of Director

______________________________
Signature of Secretary/other Director

______________________________
Name of Director in full

______________________________
Name of Secretary/other Director in full
Schedule 18 - Deed of Novation

(Clause 2.2(g))

THIS DEED OF NOVATION is made on [ ] between the following parties:

1. Transport for NSW (ABN 18 804 239 602) of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067 (the "Principal")

2. [ ] ABN [ ] of [ ] ("New Principal"); and

3. [ ] ABN [ ] of [ ] ("Contractor").

Recitals

A. By agreement dated [ ] (the "Contract"), the Principal engaged the Contractor to, and the Contractor agreed to, undertake certain works for the Principal.

B. Under clause 2.2(g) of the General Conditions which form part of the Contract, the Contractor must enter into this deed when the Principal requires it to do so.

C. Subject to this deed, the Contractor agrees to accept the New Principal in place of the Principal for the performance of all the obligations of the Principal and to release completely and discharge the Principal from all of its obligations under the Contract and from all claims and demands in respect of it.

THIS DEED WITNESSES that in consideration, among other things, of the mutual promises contained in this deed, the parties agree:

1. The Contractor must perform its obligations under, and be bound by, the Contract as if the New Principal was originally named in the Contract as the Principal.

2. The Contractor:

   (a) releases and forever discharges the Principal from its obligations under the Contract and from all claims and demands in respect of the Contract; and

   (b) accepts the liability of the New Principal in place of the liability of the Principal in respect of the Contract.

3. The New Principal must perform all the obligations of the Principal under, and be bound by, the Contract as if the New Principal were originally named in the Contract as the Principal.

4. Upon the execution and exchange of this deed:

   (a) the Principal must release any securities given to it by the Contractor in accordance with the Contract;

   (b) the Contractor must give the New Principal security in the same form and for the same amounts as any security required by the Contract; and

   (c) the Contractor must ensure that the New Principal is appropriately noted on all relevant insurance policies as required by the Contract.

5. This deed is governed by the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of that state.
EXECUTED by the parties as a deed:

Executed by [ ] ABN [ ] by or in the presence of: __________________________

Signature of Director __________________________ Signature of Secretary/other Director

Name of Director in full __________________________ Name of Secretary/other Director in full

Executed by [ ] ABN [ ] by or in the presence of: __________________________

Signature of Director __________________________ Signature of Secretary/other Director

Name of Director in full __________________________ Name of Secretary/other Director in full

Executed by [ ] ABN [ ] by or in the presence of: __________________________

Signature of Director __________________________ Signature of Secretary/other Director

Name of Director in full __________________________ Name of Secretary/other Director in full
Schedule 19 - Contractor's Certificate of Construction Compliance

(Clauses 7.1(b) and 11.2(g)(ii))

**CONTRACTOR'S CERTIFICATE OF CONSTRUCTION COMPLIANCE**

<table>
<thead>
<tr>
<th>WORK PACKAGE</th>
<th>DESCRIPTION</th>
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(Attach schedule of work packages if insufficient space)

I certify that the procurement/construction of the work packages or part thereof described above have been completed to the extent indicated above in accordance with the requirements of the Contract between the Principal and , and comply with the requirements of the Contract, subject to the register of outstanding minor construction non conformance and unresolved issues attached.

I further certify that the attached compliance records as required by the Contract reflect the true status of the work packages.

NAME: __________________ SIGNATURE: __________________ DATE: ___/___/___

*(Contractor's Representative)*

**THIS SECTION MUST BE COMPLETED BY THE RELEVANT CONTRACTOR'S SUBCONTRACTOR/DESIGNER**

I certify that the procurement/construction of the work packages (one certificate per work package) or part thereof described above have been completed to the extent indicated above in accordance with the requirements of the Contract between the Principal and , and comply with the requirements of the Contract, subject to the register of outstanding minor construction non-conformances and unresolved issues attached.

I further certify that the attached compliance records as required by the Contract reflect the true status of the work packages.

SIGNATURE: __________________

*(Contractor's Subcontractor/Designer)*

DATE: __________________
# Schedule 20 - Contractor's Certificate of Completion

(Definition of "Completion" in Clause 1.1 and Clause 12.3(c))

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<thead>
<tr>
<th>CONTRACTOR'S CERTIFICATE OF COMPLETION</th>
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<td><strong>CONTRACTOR:</strong></td>
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<tr>
<td>Description of Portion or Works:</td>
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I certify that the Completion of the above Portion/the Works has/have been achieved in accordance with the requirements of the Contract between the Principal and [contractor's name], complies with the requirements of the Contract, subject to the register of unresolved issues attached.

I further certify that:
(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.
(c) All required documentation has been submitted.
(d) All notices regarding system deficiencies have been satisfactorily closed out.

I further certify that the attached compliance records as required by the Contract reflect the true status of the Portion/the Works.

**SIGNATURE:** [contractor's representative's signature]  
(Contractor's Representative)  
**DATE:** [contractor's date]

**SIGNATURE:** [contractor's subcontractor/designer's signature]  
(Contractor's Subcontractor/Designer)  
**DATE:** [contractor's subcontractor/designer's date]
Schedule 21 - Contractor's Certificate of Final Completion

(Definition of "Final Completion" in Clause 1.1 and Clause 12.3(c))

CONTRACTOR’S CERTIFICATE OF FINAL COMPLETION

CONTRACTOR:

I hereby certify that Final Completion has been achieved by [the Contractor] in accordance with the requirements of the Deed (including all Variation orders detailed in (a) below) between the Principal and the Contractor.

I further certify that:

(a) All Variation Orders (including concessions) are listed in the attached compliance register.
(b) All identified Defects (including any non-conformities have been satisfactorily rectified and their documentation closed out.
(c) All required documentation has been submitted.
(d) All notices regarding system deficiencies have been satisfactorily closed out.

I further certify that the attached compliance records as required by the Deed reflect the true status of the Portion of the Works.

SIGNATURE: ___________________________ DATE: / / /

(Contractor's Representative)
Schedule 22 - Form of Other Contractor Deed Poll

(Clause 7.4)

This Deed Poll made the day of 2011

In favour of: [insert details] (ABN [insert details]) of [insert details]

("Contractor")

Transport for NSW (ABN 18 804 239 602) of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood, NSW, 2067

("Principal")

Given by: [insert details] (ABN [insert details]) of [insert details]

("Other Contractor")

Recitals

A. By a contract dated [insert date] ("Contract") between the Principal and the Contractor, the Contractor agreed to design and construct certain works ("Works"), on the land more particularly described in the Contract (the "Site").

B. The Other Contractor has been appointed under a Contract ("Other Contract") to undertake certain works on the Site ("Other Contractor Works").

C. For the purposes of the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2011 (NSW) (together, the "WHS Legislation"), the Works and the Other Contractor Works are a 'construction project' within the meaning of the WHS Legislation.

D. Under the Contract, the Principal engaged the Contractor as principal contractor and authorised the Contractor to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.

E. Under the provisions of the Contract, the Principal is required to procure the provision of this Deed Poll from each Other Contractor that undertakes Other Contractor Works (as that term is defined in the Contract).

This Deed Poll Provides

1. In consideration of the Contractor accepting this Deed Poll, the Other Contractor agrees that

   (a) the Other Contractor, its subcontractors and their respective personnel while they are on the Site, will comply with Site safety regulations, any Site rules or regulations and with all directions of the Contractor with respect to work health and safety;

   (b) the Other Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the Contractor so that the Contractor discharges its obligations as principal contractor;

   (c) the Other Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the Contractor, the Principal and all other persons who have a work health and safety duty in relation to the same matter;

   (d) the Other Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the Contractor while on Site;
(e) the Contractor may exclude the Other Contractor, any of its subcontractors and their respective personnel from the Site for work health and safety reasons;

(f) the Contractor may direct the Other Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;

(g) where high risk construction work is to be carried out in the performance of the Other Contractor Works, the Other Contractor must:

(i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;

(ii) provide a copy of the safe work method statement to the Principal and the Contractor prior to the commencement of high risk construction work;

(iii) review and revise the safe work method statement in accordance with the WHS Legislation;

(iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and

(v) where so directed by the Contractor, suspend the performance of any high risk construction work;

(h) the Other Contractor shall in carrying out the work under the Other Contract, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and

(i) in its contracts with subcontractors, the Other Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Other Contractor under this Deed Poll.

2. The Other Contractor indemnifies the Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the Contractor as a result of:

(a) any failure by the Other Contractor to comply with any direction given by the Contractor in accordance with this Deed Poll; or

(b) any breach by the Other Contractor, any of its subcontractors or their respective personnel of:

(i) their respective contractual or legislative work health and safety obligations; or

(ii) the provisions of this Deed Poll.

3. This Deed Poll will be governed by and construed in accordance with the law for the time being of New South Wales.
Executed as a Deed Poll.

Executed by [Other Contractor] by or in the presence of:

Signature of Director ___________________________ Signature of Secretary/other Director ___________________________

Name of Director in full ___________________________ Name of Secretary/other Director in full ___________________________
Schedule 23 - Form of PLRC Deed Poll

(Clause 1.5)

This deed poll (Deed Poll) made the day of 20

By: [insert name of Contractor] [ABN [Insert Contractor’s ABN]] of [insert Contractor’s address] (Contractor),

in favour of: Pyrmont Light Rail Company Pty Limited (ACN 065 183 913) 190 Pyrmont Street, Pyrmont, NSW, 2009 (PLRC).

RECITALS

A PLRC operates the Light Rail system in Sydney.

B Transport for New South Wales (ABN 18 804 239 602), a NSW Government agency constituted under the Transport Administration Act 1988 (NSW), of Level 6, 18 Lee St, Chippendale NSW 2008 (TNSW), is responsible for developing certain major railway systems and other major projects.

C TNSW is responsible for procuring the demolition of the Monorail. It has entered into a deed (Main Deed) with the Contractor to carry out the demolition of the Monorail (the Works).

D PLRC is relying on TNSW to procure the Contractor to execute and complete the Works in accordance with the Main Deed to ensure that PLRC will satisfy, among other things, its obligation to provide an operating light rail system.

E PLRC will suffer loss if TNSW does not procure the Contractor to execute and complete the Works in accordance with the Main Deed.

F It is a condition of the Main Deed that the Contractor executes this Deed Poll.

THIS DEED WITNESSES THAT THE CONTRACTOR HEREBY COVENANTS, WARRANTS AND AGREES with and for the benefit of PLRC as follows:

1. It will comply with its obligations under the Main Deed, including with respect to achieving Completion of the Works by the relevant Date for Completion.

2. Upon Completion of the Works, the Works will satisfy the requirements of the Main Deed.

3. In consideration of PLRC making available to the Contractor Track Possessions the Contractor agrees that it must indemnify PLRC against all costs, expenses, losses or damages suffered or incurred by PLRC in respect of any delay to rail services or late return of Track Possessions arising out of or in connection with the Contractor’s Activities.

The maximum liability which the Contractor will have to PLRC pursuant to this clause for each event resulting in delay to rail services or for late return of a Track Possession will be determined on the basis of the maximum period by which any train was delayed by the event or late return of a Track Possession calculated by applying the following rates:

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QUALITY MANAGEMENT SYSTEM 5TP-FT-XXX/1.0
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TNSW
4. The aggregate of the Contractor's liability to PLRC under this Deed Poll and the Contractor's liability to TNSW under the Main Deed:

(a) will not exceed the liability which the Contractor would have had under the Main Deed if the Main Deed had named, as Principal, PLRC and TNSW jointly and severally;

(b) is otherwise subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Main Deed.

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

6. PLRC may assign or charge the benefits and rights accrued under this Deed Poll.

7. This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.

8. The Contractor hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.

9. This Deed Poll may not be revoked or otherwise modified without the prior written consent of PLRC.

10. Where terms used in this Deed Poll are defined in the Main Deed, those terms have the meaning given to them in the Main Deed.

EXECUTED as a deed poll.

Executed by [insert Contractor's name]
ABN [insert Contractor's ABN] by in the presence of:

[Signature]
Signature of Director

[Signature]
Signature of Secretary/other Director

[Name]
Name of Director in full

[Name]
Name of Secretary/other Director in full
Schedule 24 - Expert Determination Agreement

(Clause 15.12)

To:

By Contract dated ........................................ between

and .................................................. of ("Contractor")

and .................................................. of ("Principal"),

the Contractor and the Principal agreed to submit disputes or differences that might arise between them to an expert for determination through an expert determination process, as established by the Contract and the Code of Conduct for an Expert and the Rules for Expert Determination that appear in Schedules 1 and 2 to this letter.

A dispute has arisen between the parties. A short summary of the dispute is attached in Schedule 3 to this letter.

The parties agree to appoint you, ..............................................................

.............................................................. of ..............................................................

as the sole expert to determine the dispute or difference in accordance with the above procedures.

The parties agree to pay you $..................................................

The determination of the dispute or difference must be completed within 90 days (or such other period as may be agreed between you, the Principal and the Contractor) of the date of your acceptance of this appointment.

The parties agree that you are not liable for any thing you do which is bona fide and in the exercise or purported exercise of your functions as the expert.

Dated: ........................................

.............................................................. ..............................................................

For the Principal For the Contractor

..............................................................

For the Expert
Schedule 1

Code of Conduct for an Expert

1. The function of the expert is to make a determination on the dispute or difference in accordance with the rules in Schedule 2, this code of conduct and the letter of appointment of the expert.

2. The expert must receive the written submissions and responses of the parties in accordance with the procedures specified in the above rules and may require any further information or documentation from the parties which is reasonably necessary to determine the dispute or difference.

3. The expert must decide whether a conference is necessary to receive further information. The expert must inform the parties of the subject matter of any conference and may hear representations only on those matters.

4. The expert is not bound by the rules of evidence, may receive information in any manner the expert thinks fit (including as an inquisitor), and must meet the requirements of procedural fairness.

5. The expert must disclose to both parties all information and documents received. If a party fails to make a written submission or appear at any conference after having received the appropriate notice, the expert may continue with the process. Subject to this, discussions with the expert must only take place in the presence of both parties.

6. The expert must reach a determination on the basis of the information received from the parties and on the basis of the expert's own expertise. The decision must be reached as an expert and not as an arbitrator. The expert's determination must be made as soon as possible and in any event within the period set out in the letter of appointment of the expert. The determination, signed by the expert, must be notified immediately to the parties in writing.

7. The expert must keep all information received confidential and must not disclose that information without the prior written consent of the parties.

8. The expert must inform the parties immediately of any circumstances that might adversely affect the expert's capacity to act independently or impartially. The expert, in those circumstances, must terminate the proceedings, unless the parties agree otherwise.
Schedule 2

Rules for Expert Determination

1. Commencement

The expert determination process begins when the expert accepts an appointment to determine the dispute or difference in accordance with these rules and the Code of Conduct for Experts in Schedule 1.

2. Written submissions

(a) statement of facts and a written submission on the dispute or difference in support of the claimant's contentions.

(b) Within 21 days after receipt of a copy of the submission referred to in clause 2(a), the respondent must give the claimant and the expert a written response to the claimant's submission. That response may include cross claims.

(c) Within 21 days after receipt of the response, the claimant may reply to the response but must not raise new matters.

(d) Within 14 days after receipt of that reply, the other respondent may make comments upon the reply but not raise new matters.

(e) For the purpose of counting days in these rules, Saturdays, Sundays, public holidays and the period from 24 December to 15 January inclusive will not be counted. All submissions, responses and comments must be in writing. Unless the expert and the parties otherwise agree, the expert must ignore any submission, response or comment made later than the time prescribed. A party providing anything to the expert must at the same time provide a copy to the other party.

(f) If the expert considers it appropriate, the claimant may reply in writing to the respondent's comments submitted in accordance with clause 2(a) within the time allowed by the expert.

(g) If the expert decides further information or documentation is required for the determination of the dispute or difference, the expert:

(i) may require a further written submission or documents from one or both parties, giving each party a reasonable opportunity to make a written response to the other's submission;

(ii) must not communicate with one party without the knowledge of the other; and

(iii) may request a conference in accordance with clause 3 below.

3. Conference

(a) The expert may notify the parties that a conference between the parties is considered necessary and set out in such a notice the matters that the expert wants to discuss at the conference.

(b) Provided that the parties agree, at the request of the expert and on such terms as the parties may agree, the expert may arrange a conference. Any such conference will be without prejudice to the respective rights and liabilities of the parties arising under the Contract or otherwise at law.

(c) At least 7 days before the conference, the expert must inform the parties of the conference agenda.

(d) The parties must appear at the conference and make oral submissions on the subject matter of the conference.
(e) The expert is not bound by the rules of evidence in conducting the conference.

(f) Neither party may have legal representation at a conference.

(g) The conference must be held in private.

(h) If required by either party, minutes of the conference proceedings must be taken and made available to the expert and the parties.

(i) All proceedings and submissions relating to the expert determination process must be kept confidential except:
   (i) with the prior written consent of the parties;
   (ii) as may be required by law; or
   (iii) in order to enforce the determination of the expert.

4. The Determination

(a) As soon as possible after receipt of the submissions or after any conference and, in any event not later than 90 days after the expert's acceptance of appointment, the expert must:
   (i) determine the dispute or difference between the parties by at least providing a written opinion and a statement of reasons for making the determination; and
   (ii) notify the parties of that determination in writing.

(b) The expert must make the determination on the basis of the submissions of the parties, including documents, and the expert's own knowledge and expertise.

(c) Unless the parties agree to extend the time for making a determination, as set out in clause 4(a), the expert cannot deliver a determination after that time.

(d) If the determination contains clerical or mathematical errors or accidental slips or omissions, the expert may correct them after the expiry of the time for making the determination.

5. Costs

(a) Each party must bear its own costs of the expert determination and must share equally the costs of the expert.

(b) Security for costs must be deposited by both parties at the commencement of the expert determination process in accordance with any direction of the expert.

6. Modification

These rules may be modified only by agreement of the parties and the expert.
Schedule 3
Details of the Dispute
Contract Execution Page

DATED 18th day of May 2013
Executed and delivered as a Deed in Sydney

Signed, sealed and delivered for and on behalf of Transport for NSW (ABN 18 804 239 602) as agent for MTS Holding Company Pty Ltd (ABN 94 156 211 906) in the presence of:

[Signature of Authorised Officer]
Christopher Deccan Lock
Deputy Director General
Transport Projects
Transport for New South Wales

[Signature of Witness]

[Print Name]
Justine Gray
(block letters)

[Position held]
Executive Coordinator

Signed by Metropolitan Demolitions Pty Ltd (ABN 67 099 759 052) in accordance with section 127 of the Corporations Act 2001 (Cth):

[Signature of director]

[Signature of company secretary/director]

[NICK GIANNIKOURIS]
Full name of director

Full name of company secretary/director
EXHIBIT A – TINSW STANDARD REQUIREMENTS

The TINSW Standard Requirements comprises the following documents:

TSR Prelude (Reference # 2214706_3);
TSR Q1 – Quality Management System (Reference # 2214468_3);
TSR S1 – Safety Management System (Reference # 2214470_3);
TSR E1 - Environmental Management System (Reference # 2214467_3);
TSR C1 – Communications and Community Liaison (Reference # 2214465_3);
TfNSW Standard Requirements

TSR Prelude

5TP-FT-300/2.0

TSR – Applicable to:

Transport Projects

Quality Management System

Status: Approved
Division: Transport Projects
Version: 3.0
Date of Issue: 7 June 2012
Effective Date: 7 June 2012
Review Date: 7 June 2013
Document Owner: Technical Director Commercial
Security Classification: Open Access

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ANNEXURE A – Additional Project Requirements  
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ANNEXURE C – Requirements for Discipline-Specific Management Plans
1. General

1.1. Scope

The TfNSW Standard Requirements (TSRs) describe certain requirements for working on a TfNSW project, including in relation to:

(a) quality assurance and management;
(b) occupational health and safety;
(c) environmental management;
(d) working in the Rail Corridor and the rail environment;
(e) incident management and reporting;
(f) communications and community liaison;
(g) technical management;
(h) asset management information;
(i) compliance management; and
(j) operational readiness and commissioning.

The TSRS consists of the following documents:

(k) TSR Prelude (this document);
(l) TSR Q1 – Quality Management;
(m) TSR S1 – Safety Management;
(n) TSR E1 - Environmental Management;
(o) TSR C1 – Communications and Community Liaison;
(p) TSR T1 – Technical Management;
(q) TSR O1 – Commissioning and Operational Readiness;
(r) TSR A1 – Asset Management Information; and
(s) TSR Alliances (applicable to Alliance contracts only).

This TSR Prelude describes the requirements for:

(t) preparing, developing, implementing and maintaining a Contract Management Plan;
(u) participating in the Principal's surveillance and audit activities; and
(v) working in the Rail Corridor and rail environment.

1.2. Currency of Reference Documents

Applicable reference documents are listed in an Annexure of each document in the TfNSW Standard Requirements' suite of documents.

1.3. Terms and Definitions

Subject to clause 1.4, unless noted otherwise, wherever used in the TfNSW Standard Requirements, words and phrases defined in the Contract or the General Conditions of
Contract have the meaning given to them in the Contract or the General Conditions of Contract. In addition to this the following words or phrases have the meaning given to them below:

"BCA" means the Building Code of Australia. A reference to the requirements of the BCA should also be construed as a reference to the requirements of the "National Construction Code".

"BRS" means Business Requirements Specification.

"CHAIR" means the Construction Hazard Assessment Implication Review, safety in design tool published by WorkCover NSW.

"Commissioning" means the systematic process of ensuring that all infrastructure, equipment and systems installed in a project perform interactively in accordance with the design intent and the user's functional and operational needs.

"Competent Person" means a person identified and certified within an organisation to have sufficient skills and knowledge of a specific engineering or architectural discipline, to be responsible for the development of the design, or for checking the design, or for verifying the design, or for verifying construction compliance with the detailed design.

"Configuration Board" means person or a group of persons identified by RailCorp who are assigned responsibility and authority to make decisions on the configuration.

"Contract Management Plan" or "CMP" is the Contractor's overarching management plan that captures in a coordinated and integrated approach any and all other management systems and management plans that the Contractor may be required to develop under the Contract.

"Contractor's Environmental Manager" means the Contractor's representative that has defined responsibilities and authority to ensure that an environmental management system is established, implemented and maintained in accordance with the Contract and reports to the Contractor's senior management on the performance of the environmental management system for review and improvement.

"Danger Zone" has the same meaning as given in RailCorp RailSafe Network Rules.

"Designer" means a Competent Person who will undertake design activities to produce a design output satisfying the design input requirements through the correct application of RailCorp, RMS and external standards and relevant legislative requirements.

"Design Checker" means a Competent Person who was not directly responsible for producing the design solution, who will undertake a systematic review of design assumptions, calculations, methodology, use of standards and compliance with mandatory requirements as part of the design process, for confirming that the design output meets the design input requirements.

"Ecologically Sustainable Development" or "ESD" is defined as development that improves the total quality of life, both now and in the future, in a way that maintains the ecological processes on which life depends. It reflects the environmental philosophy of the NSW Government that is outlined in section 6(2) of the Protection of the Environment Administration Act 1991 (NSW).

"Hazardous Material" means any hazardous substance, dangerous good or other material that could adversely affect the health or safety of the public, handlers of the material or persons in the workforce.
"Inspection Record" means the evidence of observation associated with the Contractor's Activities.

"Inspection and Test Plan" or "ITP" means the plans and forms that are used for recording inspection or test results with the facility to sign-off the completed and compliant inspection or test results.

"Interface Agreement" means an agreement entered into between TfNSW, RailCorp, and any other relevant party which appears in Exhibit I to the Contract.

"Local Possession Authority" has the same meaning as given in RailCorp RailSafe Network Rules.

"OEH" means the Office of Environment and Heritage.

"Operational Readiness" means the process which ensures that the primary functional or operational output of a project or a defined part of a project is ready to operate, with all necessary operational plans and approvals in place, fully trained operating staff, all external works and related projects completed and with the asset owner ready to accept the responsibility for ongoing operation and maintenance of the facility generated by the Works.

"Project Definition Documents" means the documents listed in TSR Prelude Annexure A.

"Protection Officer" has the same meaning as given in RailCorp RailSafe Network Rules.

"RailCorp Critical Resources" means the resources provided by RailCorp to support the Contractor's Activities as nominated in the Contract during Commissioning and Operational Readiness.

"RailCorp Possession Manual" the following RailCorp documents:

(a) Infrastructure Possession Manual Volume 1 (SAM-AMP-001);
(b) Asset Operations Possession Manual Volume 2 (BMS-052-MN-004); and


"Rail Transport Operator" means an entity as defined by the Rail Safety Act 2008 (NSW) as a rail operator or rail transport operator.

"Railway Safety Work" has the same meaning as given to it in the Rail Safety Act 2008 (NSW).

"Railway Safety Worker" has the same meaning as given to it in the Rail Safety Act 2008 (NSW).

"RMS" means Roads and Maritime Services, a corporation constituted by section 46(1) of the Transport Administration Act 1988 (NSW). A reference in any of the TfNSW Standard Requirements documents to the "Roads and Traffic Authority" or "RTA" is to be construed as a reference to Roads and Maritime Services.

"Safety Alerts" means a document(s) that the Principal's Representative may issue from time to time to the Contractor which requires immediate safety action.

"Safety Hazard Log" means the document so titled initially prepared by TfNSW and further updated and maintained by the Contractor in accordance with the requirements set out in the Contract including TSR T1.
"Safe Work Method Statements" or "SWMS" means the documents so titled prepared in accordance with TSR S1.

"SFAIRP" means so far as is reasonably practicable.

"SRS" means System Requirements Specification.

"TfNSW Rail Safety Accreditation" means the accreditation held by TfNSW pursuant to the Rail Safety Act.

"Track Occupancy Authority" has the same meaning as given in RailCorp RailSafe Network Rules.

"Verifier" means a Competent Person who has not been involved in the development of the design, who will undertake an independent review of design assumptions, calculations, methodology, use of standards and compliance with mandatory requirements for all critical or safety related systems and elements of the design designated by the Principal, for confirming that those systems and elements as designed, meet the design input requirements.

"WHS" means Work Health and Safety.

"WHS Risk Register" means the document so titled and prepared by the Contractor in accordance with the requirements of TSR S1.

"Worksite Protection" means the safety measures adopted, in relation to rail operations, to protect persons brought or invited to any part of the Site located within the Rail Corridor.

"Worksite Protection Personnel" means the personnel assigned to implement the required Worksite Protection for work within the Rail Corridor.

1.4. **Alliance specific Terms and Definitions**

Where the relevant contract to which these TfNSW Standard Requirements apply is an alliance agreement, wherever used in the TfNSW Standard Requirements, words and phrases defined in the Project Alliance Agreement have the meaning given to them in the Project Alliance Agreement. In addition to this the following words or phrases, wherever used in the TfNSW Standard Requirements, have the meaning given to them below. To the extent that any of the definitions in this Clause 1.4 conflict with the definitions in Clause 1.3 or the definitions in the Project Alliance Agreement, this Clause 1.4 will prevail:

"Authority Approval" means "Approval".

"Contract" means "Agreement".

"Contractor" means "Alliance".

"Contractor's Activities" means "Alliance Activities".

"Contractor's corporate systems" means "NOPs' corporate systems".

"Contractor's design Subcontractor" means either the "Alliance's design NOP(s)" or the Designer as the case may be.

"Contract Management Plan" means "Alliance Management Plan".

"Contractor's organisation" means "NOPs' organisations".

"General Conditions" means "Project Alliance Agreement".
“Hold Point” means a verification point identified in the TfNSW Standard Requirements beyond which the relevant part of the Alliance Activities may not proceed without the verification and subsequent written authorisation of the Principal’s Representative or the relevant person nominated in the TfNSW Standard Requirements.

“Principal” means “TfNSW”.

“Rail Track” means “Railway Track”.

“Survey Certificate” has the meaning given to that term in the Surveying and Spatial Information Regulation 2006 (NSW).

“Survey Plan” has the meaning given to that term in the Surveying and Spatial Information Act 2002 (NSW).

“Witness Point” means a point identified in the TfNSW Standard Requirements where the Principal's Representative, or the relevant person nominated in the TfNSW Standard Requirements, may review, witness, inspect, or undertake tests on any component, method, or process of the construction contractor’s activities.

“Works” means “Alliance Works”.

2. Requirements for the Contract Management Plan

2.1. Objectives

The Contractor must prepare, develop, implement and maintain a CMP to inform and direct personnel and others engaged by the Contractor about the specific work practices, resources, sequence of activities, controls and checks that are to be implemented during the execution of the Contractor’s Activities.

For an Alliance contract, the CMP is referred to as an Alliance Management Plan or “AMP”. Further information on the AMP Requirements is set out in TSR Alliances.

The CMP is the Contractor’s project-specific management system and overarching project-specific management plan that captures any and all other management systems and management plans that the Contractor is required to develop under the Contract.

The CMP must:

(a) explain in a systematic, coordinated and integrated structure the management method for executing the Contractor’s Activities in delivering the Works;

(b) define responsibilities, resources and processes for planning and performing the Contractor’s Activities;

(c) define responsibilities, resources and processes for verifying that the Contractor’s Activities meet the requirements of the Contract;

(d) cover all the project-specific management systems, project-specific management plans and project-specific deliverables required for the execution of the Contractor’s Activities and to meet the requirements of the Contract;

(e) cross reference all other management plans where the Contract requirements are addressed;

(f) identify a roadmap to the development of the suite of discipline-specific management plans contained in the CMP;
(g) identify the responsible person for developing and updating the CMP and each discipline-specific management plan;

(h) describe how the Contractor will interact with TfNSW's functional groups to allow specific knowledge and experience of TfNSW to be utilised in the development of the discipline-specific management plans;

(i) document the interface between the project-specific management plans and the Contractor's corporate systems;

(j) explain the alignment of the operating processes of the Contractor, Subcontractors and the Principal's Representative;

(k) describe the method for making changes and modifications to the CMP during the progress of the Contractor's Activities and Works;

(l) maximise the understanding and acceptance by all parties of the management processes to be used for the execution of the Contractor's Activities; and

(m) For an Alliance contract, provide an overview of the Alliance Objectives, Alliance Principles and performance targets which the Alliance Management Plan sets out to meet or to better.

2.2. Compliance

The Contractor must comply with the requirements of the following and the CMP must demonstrate how the requirements of the following, as applicable, will be achieved:

(a) the Contract;

(b) WHS Legislation;

(c) Rail Safety legislation;

(d) Roads Act 1993 (NSW) and associated regulations;

(e) Environmental Planning and Assessment Act (1979) and associated regulations;

(f) Independent Commission Against Corruption Act (1988) and associated regulations;

(g) Disability Discrimination Act (1992) and Disability Standards for Accessible Public Transport 2002;

(h) AS/NZS ISO 9001: 2008 Quality Management Systems - Requirements (or equivalent);

(i) AS/NZS ISO 14001: 2004 Environmental Management Systems (or equivalent) for environmental management planning;

(j) AS/NZS ISO 19011: 2003 Guidelines for quality and/or environmental management systems auditing;

(k) relevant RailCorp and Australian Standards;


(m) Building Code of Australia;

(n) Authorities;

(o) NSW Government guidelines, standards and codes of practice for the various areas of management involved including the NSW Government Code of Practice for Procurement; and
the management requirements of the Principal’s Representative, as advised by the Principal’s Representative, from time to time.

2.3. Scope of Contract Management Plan

2.3.1. General

The CMP is to provide a framework bringing together all the management requirements for the Contractor's Activities into a coordinated and integrated plan.

The Contractor may attach other discipline-specific management plans, as listed in TSR Prelude Clause 2.4.2, to the CMP or address those discipline-specific management plan requirements within the body of the CMP.

Where the Contractor has amalgamated multiple management plans, the Contractor must demonstrate where the Contract requirements have been addressed through the use of a matrix or equivalent that enables the Principal’s Representative to easily identify how the Contractor has addressed the Contract requirements within the amalgamated management plan.

Each discipline-specific management plan must at least address the items below:

(a) **Policies**: A clear statement of policy for the discipline covered;

(b) **Objectives**: The objectives which the management plan seeks to address and processes to verify if the Contractor's Activities and the Works are achieving these objectives;

(c) **Requirements**: The requirements, procedures and processes for the management and implementation of the relative plans and how these will be delivered, including the Contract, Authority Approvals, Laws, standards, codes, programs, agreements and proposed agreements, drawings and reports;

(d) **Documents/references**: Selected documents that are of ongoing importance for reference or monitoring, such as the development consent conditions. Where such documents are to be updated or are not immediately available, this should be noted in the plans;

(e) **Procedures and processes**: Procedures for the management and implementation of the relevant discipline-specific plans;

(f) **Roles and responsibilities**: The allocation of personnel roles, responsibilities and delegation of authority, including the division within and between the Contractor and Subcontractors;

(g) **Deliverables**: The various relevant Contract deliverables, including all records, reports and certificates and the outputs of the management process and procedures are to be detailed. The plans are to demonstrate how the requirements will be achieved;

(h) **Records**: A description of how the records of compliance, decisions and assumptions will be maintained;

(i) **Timing**: An identification and integration of the timing for key milestones and targets, and

(j) **Assurance Auditing**: Procedures for surveillance, self-checking and audit to confirm compliance of the Contractor’s Activities with the requirements of the discipline-specific management plans and the Contract, and the effectiveness of the
Contractor’s management systems. This is to be undertaken through desktop surveillance, physical surveillance and auditing, whichever are appropriate.

Additional requirements for the discipline-specific management plans are listed in TSR Prelude Annexure C.

The CMP must incorporate a surveillance schedule and an audit schedule to be implemented for the project. This schedule must be reviewed and adjusted periodically during the Contract to ensure that the frequency and areas targeted are relevant for each stage of the project and the surveillance and audit regime undertaken by the Contractor is effective in monitoring compliance and identifying issues. The Principal’s surveillance and audit requirements are provided in TSR Prelude Clause 4. The Contractor is to include the Principal’s audit requirements in the Contractor’s CMP. The CMP is to explain how the Contractor will demonstrate traceability, verification and records keeping processes including all necessary assurances.

2.4. Submission and Review

2.4.1. Review of Contract Management Plan and Deliverables

The CMP, discipline-specific management plans and Contract deliverables must be developed by the Contractor and submitted to the Principal’s Representative for review in accordance with the requirements of the Contract.

A staged submission of the CMP by the Contractor is acceptable subject to the following:

(a) the Contractor has sought and obtained approval from the Principal’s Representative for the staged submission;

(b) the initial version of the CMP submitted for review provides an outline of any components that are not fully developed and details the process proposed for their development and submission;

(c) the Contractor has provided the Principal with the timeframe for the submission of the subsequent parts to the CMP; and

(d) the submission of any management plans does not affect other timing requirements outlined in the Contract and TSR Prelude Clause 2.4.2.

2.4.2. Updating the Contract Management Plan

The Contractor must progressively monitor, amend, update and develop the CMP and discipline-specific management plans throughout the project to reflect the commencement of new stages of the Works and any changes in the manner of performing the Contractor’s Activities. Any proposed updates and modifications to the CMP must be provided to the Principal’s Representative for review in accordance with the requirements of the Contract. The Contractor must not decrease or otherwise reduce the commitments and requirements, including those relating to the scope, processes, procedures, effort, resources, experience or expertise, in the developed of any subsequently amended versions of the management plans.

The CMP must be reviewed by the Contractor in accordance with the requirements of ISO 9001 Clause 5.6, and ISO 14001 Clause 4.6 if the period of the Contractor’s Activities exceeds 6 months or if nominated in TSR Prelude Annexure A. The Contractor’s reviews must reassess the CMP’s suitability and effectiveness for the Contractor’s Activities.
The timing for the initial submission of management plans (that are part of the CMP) for review is as shown in the table in TSR Prelude Annexure A. Note that the plans listed in TSR Prelude Annexure A are not an exhaustive list of all plans required under the Contract.

For Alliance contracts, each management plan must be endorsed by the ALT prior to submission to the Principal’s Representative for approval.

Each of the following management plans should include a table listing its compliance with the TSR conditions and requirements:

(a) Contract Management Plan/ Alliance Management Plan;
(b) Design Management Plan;
(c) Quality Management Plan;
(d) Environmental Management Plan;
(e) Project Safety Management Plan;
(f) Community Liaison Plan;
(g) Commissioning Management Plan;
(h) Asset Management Information Delivery Plan;
(i) Construction and Site Management Plan;
(j) Defect Management Plan;
(k) Configuration Management Plan;
(l) Information and Technology Management;
(m) Business Ethics and Fraud and Corruption Prevention;
(n) Value for Money Plan;
(o) Cost Management Plan; and
(p) Procurement Management Plan.

2.4.3. Documentation Submission

2.4.3.1. General

The Contractor must control all copies of the CMP, discipline-specific management plans and Contract deliverables in accordance with the Contract. The Contractor must provide the Principal’s Representative with one original and three copies (one of which is unbound) of all submitted documents. In addition the Contractor must also submit an electronic copy on CD/DVD in PDF and native formats (such as Microsoft Word, Microsoft Excel, P6, CAD in *.dwg or *.dgn). The requirement for number of copies (hard and electronic versions) also applies when the Contractor is re-issuing documentation to the Principal’s Representative.

The Contractor must promptly advise the Principal’s Representative of any changes made to the submitted documents and re-submit the amended documents within 5 Business Days of the amendment, with the amendments clearly marked on the document.
2.4.3.2. Principal's Contract Deliverables Management Tool

Where nominated in TSR Prelude Annexure A, the Principal will administer the Contract deliverables using an electronic document management tool. The Contractor must provide regular input into the Principal's electronic document management tool.

The Contractor must incorporate into the CMP the Principal’s administrative requirements for the acceptance, review and tracking of various Contract deliverables using the Principal’s electronic document management tool.

3. Monthly Reporting

In the case of an Alliance contract, the monthly reporting requirements are set out in the TSR Alliances.

For all other contracts, the Contractor must prepare and submit to the Principal’s Representative monthly progress reports on the 6th day of each month in accordance with the Contract updating and describing as a minimum:

(a) the status at the end of the previous month of the Contractor’s Activities, as compared to the current Contractor Program and the Contractor’s other programs;
(b) the planned progress of the Contractor’s Activities over the forthcoming month and quarter;
(c) a list and timing of Hold Points and Witness Points planned for the forthcoming two (2) months;
(d) a description, including photographs, of the progress made on all current Contractor’s Activities;
(e) a summary of the Contractor’s financial status, including detailed final cost forecasts, and separate lists for the cost of approved Variations, Claims and outstanding claims for Variations;
(f) the number and categories of personnel and equipment currently engaged by the Contractor to carry out the Contractor’s Activities (including apprentices and those engaged in off-site functions such as engineering and specialist subcontractors). This data must also be compared with the planned resources for the Contractor’s Activities;
(g) the status of Design Documentation, major procurement orders, Subcontracts, manufacture and general construction;
(h) key dates for the anticipated submission of design packages at SDR, PDR, CDR, and AFC stages for the Principal’s review;
(i) the status of planning activities including Authority Approvals;
(j) monthly reliability statistics listing the following:
   (i) Incidents in Possession;
   (ii) Incidents in Non-Possession;
   (iii) Actual Incidents;
   (iv) Potential Incidents in Possession; and
   (v) Potential Incidents in Non-Possession;
(k) safety statistics, as required by the TfNSW Standard Requirements, including:

(l) lost time injuries/diseases, time lost, WorkCover notices/fines and injuries to the public;

(ii) details of safety audits (type, outcomes and non-conformances raised/closed), preventative action, accidents, occurrences and hazards; and

(iii) results of drug and alcohol tests;

(l) any non-compliances with any Authority Approvals, non-conformances of the construction with design and non-conformances of construction processes, and the steps taken to address those non-compliances and non-conformances;

(m) any issues and non-compliances with environmental management requirements of the Contract (including the TfNSW Standard Requirements) and steps taken to address those non-compliances;

(n) any issues arising from or affecting the CMP (or the subject matter of the CMP);

(o) records of all corrective and preventative actions taken under the CMP (and the components thereof), and audits of such actions;

(p) co-operation, coordination, industrial relations and interface issues with Other Contractors;

(q) status of interface management with Interface Contractors;

(r) summary updates relating to community issues and potential community issues;

(s) complaints received by the Contractor in relation to the Contractor’s Activities;

(t) other key issues that have the potential to affect the Contractor’s Activities;

(u) any other information the Principal’s Representative reasonably requires;

(v) activities of the Dispute Resolution Board; and

(w) details of the status, implementation, operation and effectiveness of the Risk Management Plan. As a minimum, the Contractor must provide: a report on the risks deemed ‘Extreme’ or ‘High’ by the TfNSW Risk Criteria as set out in the Transport Projects Risk Management System – 3TP-ST-018; an overview of the full risk register (e.g. heat map, number of risks by category and rating, number of new risks identified and risks closed out during the previous month); the status of associated controls and tasks; and any results of risk audits.

For signalling system works, the monthly report must also:

(x) include a one page summary of the status of signalling design packages; and

(y) provide the status of signalling inspection and test documentation such as permit to work applications, inspection and test plans, installation works packages, commissioning test plans, commissioning works packages.

4. Principal’s Collaborative Compliance Audits and Surveillance

4.1. Principal’s Audit and Surveillance

Audit, surveillance and inspection of the Contractor’s process and product may be conducted by the Principal’s Representative at any time. The Principal’s Representative may utilise
independent TfNSW auditors and surveillance officer(s) to assist the Principal in audit, surveillance and inspection. The surveillance officer(s) will assist the Principal's Representative in recording the progress and performance of the Contractor's Activities (on site or off site). These records may be used by the Principal's Representative for any purpose.

The Contractor must be cooperative in assisting the surveillance officer(s) in undertaking their duties.

4.2. Principal's Collaborative Compliance Audits

The Principal will conduct audits on the Contractor's compliance with the requirements of the Contract, the CMP and the TfNSW Management System. The CMP must describe the processes and procedures for proactively managing auditing requirements in consideration of the TfNSW Project Compliance and Assurance Audit - 9TP-ST-020.

The Principal has established a working group to manage the collaborative audit process as detailed in TfNSW Project Compliance and Assurance Audit - 9TP-ST-020 ("Compliance Working Group"). The Contractor and the Compliance Working Group will, on a collaborative basis, develop, agree and implement an audit program for both parties to undertake the various audits from feasibility and design through to the construction, testing, commissioning, handover and demobilisation phases of the project. The Compliance Working Group will process all audit requests from the Contractor, TfNSW Executive and/or the NSW Government. The Compliance Working Group will manage these requests to ensure a co-ordinated approach to auditing and to ensure a collaboration and co-operation approach to auditing is implemented throughout the project.

For an Alliance contract, the process for the management of audits performed by the Alliance Financial Auditor will be in accordance with the requirements of the Project Alliance Agreement and will not be co-ordinated via the Compliance Working Group.

The Contractor must attend the Compliance Working Group's meetings. Those meetings are to be held whenever requested by the Principal's Representative, but are typically held on a monthly basis.

Procedures for updating the audit program are also to be included in the CMP. The Contractor must participate and assist the Principal in the development and completion of these audits. The Contractor's involvement in the collaborative compliance audit process is summarized in the TfNSW Project Compliance and Assurance Audit - 9TP-ST-020 Clauses 11, 12 and 13.

The Principal's Representative will give at least 10 Business Days notice to the Contractor confirming that an audit is to be conducted.

When any audit is to be undertaken by the Principal, the Contractor must:

(a) 5 Business Days prior to the audit, submit to the Principal's Representative one copy of the following documents:

(i) policies and manuals;
(ii) management plans;
(iii) management systems' procedures;
(iv) inspection and test plan templates and record forms; and
(v) design reports, environmental plans, safety plans etc;
(b) make available all records produced under the Contract;

(c) make suitable facilities available as agreed between the Principal's Representative and the Contractor to accommodate the audit and audit team; and

(d) provide all reasonable assistance during the audit including the participation of representatives from the Contractor's organisation (and Subcontractors' organisation(s) if the scope of the audit warrants) who can efficiently locate and produce the requested information for the audit. Assistance from technical specialists will also be provided by the Contractor as required by the Principal's Representative during each audit.

Copies of documents submitted for the audit will be returned at the completion of the audit and finalisation of the audit report, if requested by the Contractor.

The Contractor must ensure that the audit report recommendations are actioned in accordance with appropriate corrective and preventive systems in a timely and agreed manner (refer to Project Compliance and Assurance Audit - TSP-ST-020). The Contractor must provide the Principal with the necessary cooperation and assistance in the management of the collaborative audit program, closeout of audit actions and the reporting of progress on audit action closeout.

The Contractor must provide the Principal's Representative with a copy of the results of any self verification and any audit, when requested by the Principal's Representative.

5. Working in and Adjacent to the Rail Corridor and Rail Environment

5.1. Operating Railway System

The Contractor acknowledges and agrees that:

(a) it is aware that RailCorp or other operator may continue to use areas adjacent to the Site as part of normal operations of the railway system on a commercial basis during the undertaking of the Contractor's Activities;

(b) the continuance of normal operations of the railway system, including within the Rail Corridor, the Site, adjoining areas and railway stations, on a commercial basis by RailCorp or another operator during the performance of the Contractor's Activities must be maintained to the satisfaction of the operator as notified by the Principal's Representative. The Contractor must ensure that the railway system operations and infrastructure are not impeded or interfered with by reason of the performance of the Contractor's Activities, except where this is approved in writing beforehand by the Principal's Representative;

(c) it must maintain and coordinate sufficient access to the railway system, for users and operators, so as not to hinder main traffic routes, including access to and from operating railway station platforms, ticketing areas and the Rail Corridor, and the flow of traffic, including on or accessing the Site and the adjoining areas, except where this is specifically approved beforehand by the Principal's Representative;

(d) it must, in performing the Contractor's Activities, do everything that could be reasonably expected of the Contractor to avoid RailCorp or other operator breaching any obligation it may have arising out of or in connection with the continuing operation of the railway system on a commercial basis;

(e) it must ensure:
(i) access and egress for RailCorp or other operator and its contractors to the Site to undertake regular inspections and to complete maintenance and repairs of the operator's infrastructure where required;

(ii) access and egress to those parts of the Site required by Other Contractor(s) is made available and coordinated so as to minimise any interference with or disruption to the Contractor's Activities;

(iii) emergency egress routes (including routes to the Rail Corridor and its support system) are maintained at all times and that emergency systems (including the RailCorp Emergency Warning Intercommunication System (EWIS) and fire alarm panels) remain operational throughout the duration of the Contract;

(f) it must provide a safe place for persons carrying out Rail Track inspections and/or maintenance work, for example, refuges in any hoarding/fencing constructed adjacent to the Rail Track;

(g) it must comply with any RailCorp or other operator standards applicable to the Works including for work that is adjacent to an operating rail line and to live overhead wires. The Contractor is to comply with the RailCorp publication “A guide to working in and around the rail corridor”;

(h) it must ensure that whilst undertaking the Contractor's Activities, no employees or plant (including, for example, by the slewing of cranes) of the Contractor, Subcontractors and consultants enter an operating Rail Corridor except as permitted by RailCorp RailSafe Network Rules; and

(i) it must at all times, and to the satisfaction of the Principal's Representative, carry out the Contractor's Activities in a manner that will ensure the safety of all property and persons, including the general public, travelling public, station lessees, railway traffic, railway system personnel, road traffic and any person associated, or engaged in connection with the Contractor's Activities.

5.2. Configuration Management

Configuration Management is defined by AS ISO 10007-2003 as co-ordinated activities to direct and control configuration. Key elements of the process are:

(a) documenting the approved design of plant and equipment (plant configuration);

(b) managing and controlling changes to this configuration, including documentation of each change; and

(c) verifying that the physical installation remains consistent with design documentation.

RailCorp's Configuration Management procedure is documented in RailCorp Engineering Procedure Design EPD 0014 V2.1 issued February 2010.

If the applicable configuration management process is RailCorp's and changes are to be made to either the temporary or permanent rail infrastructure, these changes must be reviewed and approved by the Configuration Board prior to their implementation. The main aim of this process is to ensure that all relevant parties are aware of the change, and to ensure that the change meets the stakeholder's requirements, and adequately addresses risks, safety, technical and operational issues.

As part of the Approved for Construction (AFC) review of the Contractor's design submissions, the Principal will issue a Configuration Change Request (CCR) to RailCorp. The Configuration Board will review CCRs and determine whether due process has been
followed. The Configuration Board will also determine whether all relevant stakeholders have been consulted, impacts of change have been adequately assessed and stakeholder issues have been addressed and closed. Acceptance of proposed changes by the Configuration Board will be advised by issuing a Configuration Change Notice (CCN).

On receipt of the CCN for a package or element of work, the Contractor may commence construction of that element of work. The Contractor may only commence a construction activity once all conditions precedent to the commencement of the construction activity have been met and AFC Design Documentation exists for the relevant package or element of work.

5.3. Project Safety Agreement and Work Activity Advice

The Contractor must complete and submit RailCorp Project Safety Agreement (PSA) (SMS-06-FM-1362) to the Principal’s Representative at least six (6) weeks prior to the planned works which also includes any works in a Track Possession. The Contractor must comply with the requirements of RailCorp Managing Project Interfaces (IMD-PR-032). With the exception of an Alliance contract, the Principal’s Representative will submit the PSA to RailCorp to define the resulting interfaces, requirements and conditions for work proceeding on or near RailCorp infrastructure. In the case of an Alliance contract, the Alliance Manager will issue the PSA to RailCorp.

Work Activity Advice (WAA) must be produced by the Contractor. Each WAA covers a particular part of the Works and includes the SWMS applicable to that part of the Works. Refer to TSR S1 for further requirements relating to the WAA process, submission and approval.

5.4. Arrangements for Track Possessions

With the exception of Alliance contracts, the track possessions available to the Contractor are set out in the Contract.

In the case of an Alliance, the requirements for possessions are to be developed during the Project Definition Phase.

Where power isolation is required, the Contractor must specify what power is required to be shut down and the time and duration required for the power isolation. This advice must be submitted to the Principal’s Representative at least 16 weeks prior to each Track Possession.

For each Track Possession to be utilised by the Contractor, the Contractor must attend and incorporate the requirements from:

(a) RailCorp “Tier 6 Possession Co-ordination Meeting”, which is held approximately 12 weeks prior to the Track Possession. This meeting will decide the co-ordination of all activities in the Track Possession, working hours, movements of equipment and work trains in the Track Possession area;

(b) the “Possession Co-ordination Meeting” with RailCorp held approximately two (2) weeks prior to the Track Possession to discuss train movements and safe working; and

(c) the “Pre-Possession Meeting” with RailCorp, usually held prior to the Track Possession to confirm the detailed arrangements for the Track Possession and co-ordinate the activities of each party working in the Track Possession.
If a Track Possession involves an asset or partial asset being handed to the asset owner (even if only for maintenance prior to it being commissioned), then the following documents are required to be submitted to the Principal’s Representative, at least six (6) weeks prior to the Track Possession:

(d) SWMS;
(e) residual risk assessments;
(f) draft Asset Register in accordance with TSR A1;
(g) draft electrical operating diagrams;
(h) Technical Maintenance Plans in accordance with TSR A1 (only required for assets which are new to RailCorp);
(i) Design Documentation; and
(j) any other documents required as directed by the Principal. These documents must be approved by the Principal’s Representative prior to commencing the Track Possession.

5.5. Additional Possessions

It is unlikely that weekend Track Possessions or RailCorp Critical Resources, in addition to those specified in the Contract or Track Possessions (with or without power) in overnight periods when trains are not running, will be available for the Contractor’s Activities. If the Contractor requires additional Track Possessions, power isolation or RailCorp Critical Resources, they are to be arranged by the Contractor at the Contractor’s own cost. This includes reimbursing the Principal for any costs that it has incurred in respect of granting the additional Track Possessions and procuring the RailCorp Critical Resources. In the case of an Alliance contract, the allocation of these additional costs will be in accordance with the commercial framework of the Agreement.

The Contractor must provide a written request for Additional Track Possessions or power isolation of overhead and transmission lines with a notice period as specified in the Contract.

Upon a written request by the Contractor, the Principal’s Representative will seek to facilitate obtaining additional Track Possessions and RailCorp Critical Resources for the Contractor by arranging a meeting between the Contractor and RailCorp. At this meeting or subsequent meetings, possible dates for Track Possessions or power isolations and additional RailCorp Critical Resources may be identified.

The Principal does not guarantee the granting of, and is not obliged to arrange additional Track Possessions or RailCorp Critical Resources on any particular date, or at all.

5.6. Worksite Protection Personnel

The party nominated in TSR Prelude Annexure A will provide Worksite Protection Personnel including any necessary rail safety devices, signage, line marking, hand signallers, lookouts, flagmen and barriers required for carrying out the Contractor’s Activities within the Rail Corridor in accordance with RailCorp RailSafe Network Rules and RailCorp RailSafe Network Procedures and TfNSW Rail Safe Working Standard 4TP-ST-014 and TfNSW Rail Safe Working Arrangements Procedure 4TP-PR-108.

If TSR Prelude Annexure A indicates that the Principal will provide the Worksite Protection Personnel, the Contractor must provide 10 business days’ notice in writing to the Principal requesting the number of Worksite Protection Personnel required.
The Contractor must provide suitable accommodation within the Contractor's own Site offices for the Worksite Protection Personnel including a desk, a chair, phone and access to a facsimile machine and photocopier. The Contractor's own supervisory staff are required to cooperate with the Worksite Protection Personnel, so as to ensure a safe working environment whenever working in the Rail Corridor.

The Worksite Protection Personnel's primary duty is to keep the worksite and workers safe when in the Rail Corridor. In order for the Worksite Protection Personnel to fulfill this duty a safety assessment as described in the RailCorp RailSafe Network Rules and RailCorp RailSafe Network Procedures and TfNSW Rail Safe Working Standard 4TP-ST-014 and TfNSW Rail Safe Working Arrangements Procedure 4TP-PR-106, must be undertaken. The Worksite Protection Personnel is required to:

(a) hold a minimum of Worksite Protection Personnel Level 2 accreditation (see TfNSW Safety Training Requirements Standard 60-ST-004);
(b) assess the safety of the Contractor's Activities and the potential of the Contractor's Activities to intrude on the Danger Zone;
(c) ensure a safe place exists or can be created in the Danger Zone;
(d) prepare and communicate worksite protection plans;
(e) ensure all work is carried out safely and in accordance with the RailCorp RailSafe Network Rules and RailCorp RailSafe Network Procedures; TfNSW Rail Safe Working Standard 4TP-ST-014 and TfNSW Rail Safe Working Arrangements Procedure 4TP-PR-106; and
(f) keep records about worksite protection arrangements.

When carrying out Contractor's Activities in the Rail Corridor the Contractor must ensure that its employees and those of Subcontractors comply with any direction given by Worksite Protection Personnel.

5.7. Arrangements during Track Possessions

The Contractor may not have exclusive access to any Rail Tracks or areas within the vicinity of Rail Tracks during a Track Possession. The Contractor must coordinate the Contractor's Activities with those sharing the Track Possession, including parties involved in the operation or maintenance of the rail system and Other Contractors, in accordance with the Contract and the requirements of the RailCorp RailSafe Network Rules and RailCorp RailSafe Network Procedures, TfNSW Rail Safe Working Standard 4TP-ST-014 and TfNSW Rail Safe Working Arrangements Procedure 4TP-PR-106.

This includes where required, the Contractor allowing for RailCorp's contractors and Other Contractors to pass through the worksite(s) during the Track Possessions. The extent of RailCorp's contractors' and Other Contractors' activities on or within the vicinity of the Rail Track during Track Possessions will be determined at the Tier 6 Possession Co-ordination Meeting referred to in TSR Prelude Clause 5.4.

The Contractor must ensure that all persons invited or brought onto the Site by the Contractor or Other Contractors, and those who enter an area within the Rail Corridor undertake all necessary Site inductions and obey all directions given by the Worksite Protection Personnel.

Prior to the end of the Track Possession, an appropriately qualified inspector holding the appropriate competencies must approve Completion of the relevant Works and sign off on RailCorp Certificate of Practical Completion/Certification (W42F01).
Any defects listed on W42F01 must be rectified by the Contractor to the satisfaction of the Principal within 5 Business Days of the issue of the relevant W42F01.

The Contractor, must immediately comply with any instructions by the Principal’s Representative to vary the program described in Clause 5.8(b), or curtail the Contractor’s Activities if the Principal's Representative considers that continuing with intended Contractor's Activities will result in a delay to returning the Track Possession and/or delay to trains.

The Principal may alter, cancel or curtail any Track Possession at any time.

5.8. Planning and Managing Track Possessions

To ensure that Track Possessions are managed effectively and safely, the Contractor must:

(a) prepare, maintain and update policies and procedures for planning and managing Track Possession work in accordance with the RailCorp Possession Manual; and

(b) prepare and submit to the Principal’s Representative for review in accordance with the RailCorp Possession Manual, six (6) weeks prior to each Track Possession:

(i) a consolidated plan comprising all information required in advance of the Track Possession including that detailed in the RailCorp Possession Manual; and

(ii) a program including:

A. the elements of the Contractor’s Activities to be completed prior to the Track Possession;

B. an hour by hour breakdown of the elements of the Contractor’s Activities to be carried out during the Track Possession;

C. milestones and the time and date by which they must be achieved so as to ensure that the rail infrastructure can be reinstated within the allocated time and which, if not achieved by the nominated time, would result in the Contractor bringing work to an end and commencing reinstatement of the rail infrastructure and other works to avoid a delay in returning the Track Possession and/or delays to trains;

D. adequate allowance of time at the beginning and end of the Track Possession to safely remove and reinstate the affected rail infrastructure to operational condition and for providing and removing safeworking protection and RailCorp inspections and certifications;

E. the specific risks to be managed during the Track Possession and the procedures to be followed in managing these risks;

F. any potential interface issue in any way connected with work carried out by an Other Contractor or involving RailCorp operational and maintenance activities; and

G. progress/program review meetings scheduled during the Track Possession as requested by the Principal’s Representative and/or RailCorp.
5.9. Certification of Work in Track Possessions

Before handover of an area at the end of any Track Possession the Contractor must provide to the Principal’s Representative and, if required by the Principal’s Representative, to RailCorp the following:

(a) for any form of civil or structural works that will support operating Rail Track, written certification by the Contractor’s designers (including design Subcontractors) that the relevant works are safely able to support the operating rail infrastructure;

(b) for any adjustments to or interruptions of service to signalling, track, overhead wiring or high voltage infrastructure, written certification from the Contractor’s designers (including design Subcontractors) that such infrastructure is suitable for operations and complies with the approved design;

(c) for any adjustments to or interruptions of service to signalling, overhead wiring or high voltage infrastructure, written certification from a RailCorp representative that such infrastructure is suitable for operations; and

(d) all infrastructure certification required by RailCorp, including the RailCorp Infrastructure Handover and Completion Certification (W42F05) and RailCorp Infrastructure Booking Authority (NRF 003).

6. Property Management

6.1. General Property Obligations

The Contractor is responsible for managing the Site, minimising the impact of the Contractor’s Activities on adjoining owners during any investigations, early enabling works, construction and rectification activities after the Date of Completion.

6.2. Design Requirements

Where the design of any part of the Works is part of the Contractor’s Activities, the Contractor must comply with the property requirements appropriate to design processes set out in TSR T1.

6.3. Pre-construction Land Surveys

The Contractor must verify survey control for the Contractor’s Activities and must:

(a) prepare and submit the Property Management Plan (refer Clause 6.5);

(b) carry out boundary and engineering surveys in accordance with the Surveying and Spatial Information Act 2002 (NSW) and Surveying and Spatial Information Regulation 2006 (NSW);

(c) prior to commencing any activity which could affect existing infrastructure (including roads, railways, utility services and buildings), undertake a survey to identify and record the location of the construction site boundary in relation to existing infrastructure; and

(d) provide the Principal with reports on the location of the construction site boundary in relation to existing infrastructure prior to the Contractor commencing the relevant Contractor’s Activity.
6.4. Post-construction Land Surveys

As a condition precedent to Completion of each Portion, the Contractor must issue a Survey Plan and a Survey Certificate for each Portion to the Principal's Representative in accordance with the Contract.

6.5. Property Management Plan

The Contractor must develop, maintain and implement a "Property Management Plan" or "PMP" which describes the procedures and processes the Contractor will implement to manage property issues.

As a minimum, the content of the Property Management Plan should address the headings listed in Table 1 below.

In addressing the requirements to prepare a Property Management Plan and in particular the Property Damage Management section, it is not acceptable for the Contractor to simply restate an obligation under TSR Prelude and provide an undertaking that the issue will be addressed. The Contractor must address each of the requirements with a high level of detail so that a reasonable person would understand how the Contractor intends to meet the Principal's requirements. In respect of those minimum "Sections" detailed in Table 1 below, the Contractor must explain in detail how it will:

(a) identify, manage and record risks/contingent liabilities, stakeholders, impacted adjoining land and assets;
(b) manage and mitigate those risks directly related to the potential damage of property as a consequence of the Works;
(c) identify actual damage, how it occurred and how that damage will be rectified;
(d) identify disputes in relation to damage and how each dispute will be processed, managed and resolved; and
(e) manage project relations with all adjoining owners and the Principal.

None of the requirements expressed in (a) to (e) above derogate from any other stated obligations or requirements under Clause 6 of TSR Prelude. The Contractor must comply with all stated requirements of the Property Management Plan.

Table 1: Minimum Property Management Plan content structure

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The Contractor must refer to TSR C1 for acceptable letter templates relating to accessing private property and requesting permission to conduct property Condition Surveys.

### 6.5.1. Property Damage Management

The Property Damage Management section of the PMP must detail the procedures and processes the Contractor will implement to minimise, detect, assess, mitigate and rectify damage to property caused by or as a result of the Contractor’s Activities. This will require the Contractor to undertake a risk assessment prior to any Site works in order to identify property and items that could be affected or damaged by the Contractor’s Activities. Factors to consider when determining an asset’s susceptibility to damage must include, but are not limited to, maximum levels of movement or angular distortion, or strain, or settlement or deflection or groundwater draw down.

The Property Damage Management section of the PMP must cover all property (including assets above and below ground) on and adjacent to the Site and in the sphere of influence of
the Contractor’s Activities including, but not limited to, premises, access roads and their surroundings, buildings, structures, utilities and services, rail assets and systems (including all RailCorp property and rolling stock owned by others), roadways, footpaths, street furniture and gutters.

The plan must set out the following:

(a) the damage mechanisms, including trials of construction procedures and methods to help assess the risk of property damage;

(b) noise, vibration and settlement limits that will prevent the damage of existing property and items by the Contractor’s Activities. The Contractor must transfer these criteria into method statements and inspection and test plans to ensure that any Contractor’s Activities are within the above limits and minimise damage risks. The plan must include procedures for the review of, and change to, construction methodologies to minimise or prevent damage;

(c) a list of properties with the potential to be detrimentally or negatively affected by the Contractor’s Activities; and

(d) a list of the properties and assets which will be subject to a Condition Survey by the Contractor. The Principal’s Representative may direct the Contractor to include additional properties and assets if they have the potential to be damaged as part of the Contractor’s Activities and a Principal nominated person may attend the undertaking of Condition Surveys.

6.5.2. Pre-construction property Condition Surveys

The Contractor must carry out pre-construction property Condition Surveys to record the existing condition of adjoining land and properties prior to construction and to assess the susceptibility of critical Services or structures or buildings to damage or unacceptable changes or alterations as a result of the Contractor’s Activities.

The Property Condition Survey section of the PMP must describe the Contractor’s proposed approach to performing Condition Surveys. The plan must as a minimum:

(a) set out the minimum standards of pre-construction and post-construction Condition Surveys;

(b) include a procedure for the use of an independent third party to ensure compliance against the minimum standard of Condition Surveys; and

(c) describe how the Contractor will minimise disruption to property owners and occupiers by completing single Condition Surveys in agreement with Other Contractors and Subcontractors.

In addition to the requirements set out in the Contract and the TfNSW Standard Requirements, the Contractor must comply with all requirements for Condition Surveys and ongoing monitoring set out in third-party agreements.

6.5.3. Condition Surveys of buildings

The Contractor must ensure that the processes and procedures for performing all Conditions Surveys on buildings are based on industry best practices. Examples of acceptable standards for Condition Surveys of buildings include:

(a) Sections 4 and 5 of the Royal Institute of Chartered Surveyors (RICS) Guidance Note 63/2010 Building Surveys and technical due diligence; and
(b) AS:4349 – Inspection of buildings – general requirements, and with specific regard to the heritage elements within the Site and Remote Sites.

The Contractor’s reports on Condition Surveys of buildings must as a minimum record the following features:

(c) Major features of the buildings and developments including location, type, construction, age and present condition, including any defects or damage;

(d) type of foundations including columns, walls and retaining structures;

(e) an assessment of the susceptibility of the building to further movement or stress;

(f) an assessment of the effectiveness of water-proofing systems in basements to the anticipated movements caused by the Contractor’s Activities; and

(g) an assessment of the susceptibility of the building to changes in water levels resulting from the Contractor’s Activities.

Existing levels of aesthetic damage are to be recorded in accordance with the assessment requirements of ‘Building Damage Classification’, by Burland et al., 1977 and Boscardin and Cording, 1989 or another similar or equivalent assessment method to the satisfaction of the Principal’s Representative.

6.5.4. Construction Phase Monitoring

The Contractor must implement a monitoring and inspection regime for properties with the potential to be detrimentally or negatively affected during construction by the Contractor’s Activities. The monitoring and inspection regime must address the requirements of the Contract, the Planning Approvals and third-party, property and Authority agreements. The Contractor must also comply with the project-specific requirements for the construction phase monitoring set out in TSR Prelude Annexure A and include these requirements in the Property Management Plan.

For activities in or adjacent to the Rail Corridor, the Contractor must implement specific monitoring regimes and emergency and response procedures for all Contractor’s Activities close to or under, and likely to affect, live rail track in accordance with RailCorp monitoring standards.

The PMP must contain a clear statement that all Contractor’s Activities causing any damage will cease until the construction methodology is reviewed and damage rectification agreed with the property owner and the Principal’s Representative.

6.5.5. Post-construction property Condition Surveys

Within one month of Completion and again at times specified in TSR Prelude Annexure A, the Contractor must perform a post-construction Condition Survey on each property previously subject to a pre-construction property Condition Survey and construction phase monitoring.

The Contractor must ensure that post-construction property Condition Surveys are performed to the same standards as the pre-construction property Condition Surveys. The Contractor must ensure that the same surveyor performs both the pre and post construction Condition Surveys on a particular property.

The Contractor must submit all post-construction property Condition Survey reports to the Principal’s Representative within 10 Business Days of the survey. Each report must contain a
certificate from the engineer or surveyor who performed the survey certifying that the survey has been completed and is an accurate assessment of the property’s condition.

The post-construction property Condition Survey report(s) must include a determination of the cause of any monitored change or damage identified (if any) since the pre-construction or previous construction survey(s) and the Contractor’s proposed remedial works or activities. If any damage is found to have been caused by the Contractor’s Activities, the Contractor must:

(a) provide the Principal’s Representative with a proposal setting-out the remedial action required; and

(b) obtain the property owner’s acceptance, in a form agreed to by TfNSW, of the compensation, repair or reinstatement work, and release from future claims and actions.

If no damage is found to have been caused by the Contractor’s Activities, the Contractor must:

(c) write to the property owner and provide a copy of both reports for the property owner’s records; and

(d) provide the Principal’s Representative with a copy of all records for its future reference.

6.5.6. Communication and claims management

The Property Management Plan must set out the Contractor’s procedures for communicating with property owners and for managing property damage claims including:

(a) provision of routine and regular advice to property owners and occupiers, about the Contractor’s Activities in close proximity and with the potential to detrimentally or negatively affect their property, in line with the Community Liaison Plan requirements set out in TSR C1;

(b) receipt and recording of reports of and/or claims relating to damage thought to be associated with the Contractor’s Activities, the Temporary Works and/or the Works, in line with the Community Liaison Plan requirements set out in TSR C1; and

(c) processes and procedures for the management and resolution of any property damage claims.

The Contractor must also provide an update on the status of claims in each monthly report (see TSR Prelude Clause 3).

6.5.7. Submission

The Property Management Plan must be submitted to the Principal’s Representative for review in accordance with the requirements of the Contract and TSR Prelude Annexure A.

6.6. Property Requirements as Part of Site Inductions

The Contractor must ensure its employees and the employees of Subcontractors engaged in carrying out the Contractor’s Activities on the Site are inducted and trained in any property requirements of the Contract to achieve a level of awareness and competence appropriate to their assigned activities.
The property requirements of the induction must include informing the relevant persons of Site boundaries, parking and vehicle delivery restrictions, limitation of access rights and access procedures to minimise all potential property impacts including property damage, disturbance and any other property matters.

6.7. Property Compliance Register

Without limiting the Contract, the Contractor acknowledges and agrees that during occupation of the Site, Remote Sites and Extra Land it must comply with all Laws applicable to the Site, Remote Sites and Extra Land, and any relevant Third Party Agreements. To assist the Contractor, the Principal has developed the non-exhaustive TfNSW Property Compliance Register 2TP-ST-175 which lists the applicable legislation. A copy of this document may be supplied to the Contractor upon request.

6.8. Control of Property Records

The Contractor must comply with the requirements of TSR Q1 for the control of all property records.

7. Bushfire Risk Management

Prior to commencement of activities on the Site and if nominated in TSR Prelude Annexure A, the Contractor must:

(a) undertake a risk assessment for bushfire risks using the Bushfire Environmental Assessment Code for NSW 2006

(b) develop controls to:

(i) adequately mitigate all bushfire risks identified in Clause (a); and

(ii) prevent the spread of bushfires to neighbouring land (refer Rural Fires Act 1997 Part 4, Division 1, Section 63(2));

(c) ensure that the controls developed in Clause (b) are:

(iii) included in the Property Management Plan; and

(iv) accepted by the Principal’s Representative;

(d) ensure that the incident response procedure for the Site includes notification of bushfire incidents to:

(i) on-site personnel as soon as they occur in order to minimise on-site bush fire danger (refer Rural Fires Act 1997 Part 4, Division 1, Section 64(1(a));

(ii) local fire authorities (refer Rural Fires Act 1997 Part 4, Division 1, Section 64(1(b)); and

(iii) the Principal within seven days of any bushfire incident using the Environmental Incident Classification and Reporting procedure (9TP-PR-105); and

(e) ensure that bushfire management is included in the Site induction training for all personnel working on-site.

Throughout the performance of the Contractor’s Activities and if nominated in TSR Prelude Annexure A, the Contractor must:

(f) comply with the requirements of the Rural Fires Act 1997.
(g) ensure that all necessary fire-fighting equipment is available on-site and fully operational at all times;

(h) keep records, including serial numbers and expiry dates of all on-site fire-fighting equipment and must make these records available to the Principle on-demand;

(i) ensure that personnel with the required competencies to prevent and manage bushfires are available when and where required;

(j) maintain records of all actions taken to minimise bushfire hazards and make these records available to the Principle on-demand; and

(k) maintain records of the incidence of all bushfire incidents and make these records available to the Principle on-demand (refer Rural Fires Act 1997 Part 4, Division 1, Section 74(2)).
ANNEXURE A – Additional Project Requirements
Annexure A - Additional Project Requirements

The following sections of TSR Prelude are not applicable to this contract:

Section 1.4 Alliance specific Terms and Definitions

Section 5 Working in and Adjacent to the Rail Corridor and Rail Environment (See Works Brief)

Section 6 Property Management

Section 7 Bushfire Risk Management

A1 Management Review

<table>
<thead>
<tr>
<th>Applies</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management review of the CMP (including all sub Management Plans) every 6 months. (Note: “Yes” applies if “Applies?” is left blank)</td>
<td>No</td>
</tr>
</tbody>
</table>

A2 Principal’s electronic document management tool

<table>
<thead>
<tr>
<th>Applies</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal’s electronic document management tool to be used for this Contract. (Note: “Yes” applies if “Applies?” is left blank)</td>
<td>Yes</td>
</tr>
</tbody>
</table>

A3 Worksite Protection Personnel

<table>
<thead>
<tr>
<th>Applies</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>The nominated party will provide Worksite Protection Personnel.</td>
<td>NA</td>
</tr>
</tbody>
</table>

A4 Contractor Program

<table>
<thead>
<tr>
<th>Reference</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The Contractor Program must be submitted to the Principal’s Representative by:</td>
<td>the 6th day of each month</td>
</tr>
</tbody>
</table>

A5 Traffic Control Plan

<table>
<thead>
<tr>
<th>Applies</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Contractor must prepare a detailed Traffic Control Plan generally in accordance with the RTA guideline Traffic Control at Worksites 3rd ed (September 2003) (Note: “Yes” applies if “Applies?”</td>
<td>Yes</td>
</tr>
</tbody>
</table>
A6 Post-construction property Condition Surveys

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>Mentioned in TSR Prelude Clause 6.5.5</td>
</tr>
</tbody>
</table>

Within one month of Completion and again at the time specified the Contractor must perform a post-construction Condition Survey on each property previously subject to a pre-construction property Condition Survey and construction phase monitoring.

A7 Project Definition Documents (TSR Prelude Clause 1.3).

"Project Definition Documents" means any or all of the following:

(a) The Works Brief;

A8 Timing for the initial submission of management plans

<table>
<thead>
<tr>
<th>Management Plans</th>
<th>Required for the Contractor’s Activities</th>
<th>Timing for Submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asset Management Information Delivery Plan</td>
<td>NA</td>
<td>T2</td>
</tr>
<tr>
<td>Commissioning Management Plan</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Community Liaison Plan</td>
<td>☑</td>
<td>T2</td>
</tr>
<tr>
<td>Configuration Management Plan</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Construction and Site Management Plan, including:</td>
<td>☑</td>
<td>T2</td>
</tr>
<tr>
<td>- Commuter and Passenger Management Plan;</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>- Contractor Program;</td>
<td>☑</td>
<td>In accordance with the General Conditions</td>
</tr>
<tr>
<td>- Traffic Management Plan</td>
<td>☑</td>
<td>T2</td>
</tr>
<tr>
<td>Construction Environmental Management Plan</td>
<td>☑</td>
<td>T7 or T8 (whichever is earlier)</td>
</tr>
<tr>
<td>Contract Management Plan (framework)</td>
<td>☑</td>
<td>T2</td>
</tr>
<tr>
<td>Contractor’s Commissioning Activity Plan</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Defect Management Plan</td>
<td>NA</td>
<td>T2</td>
</tr>
<tr>
<td>Demolition Management Plan</td>
<td>☑</td>
<td>T4</td>
</tr>
<tr>
<td>Design Management Plan</td>
<td>☑</td>
<td>T2</td>
</tr>
<tr>
<td>Emergency and Crisis Management Plan</td>
<td>☑</td>
<td>T2</td>
</tr>
<tr>
<td>Management Plans</td>
<td>Required for the Contractor's Activities</td>
<td>Timing for Submission</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Human Resources Management Plan including:</td>
<td>☑</td>
<td>T2</td>
</tr>
<tr>
<td>- Project Induction and Training Management Plan</td>
<td>☑</td>
<td>T2</td>
</tr>
<tr>
<td>Industrial Relations Management Plan</td>
<td>☑</td>
<td>T2</td>
</tr>
<tr>
<td>Interface Management Plan</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Project Safety Management Plan</td>
<td>☑</td>
<td>T2</td>
</tr>
<tr>
<td>Property Management Plan, including</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Phase Monitoring</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>- Bushfire Management</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Quality Management Plan</td>
<td>☑</td>
<td>T2</td>
</tr>
<tr>
<td>RAMS Management Plan</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Risk Management Plan</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Safety Assurance Plan</td>
<td>☑</td>
<td>T4</td>
</tr>
<tr>
<td>Worksite Protection Plan</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Signalling Implementation Plan</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Signalling Document Management Plan</td>
<td>NA</td>
<td>T1</td>
</tr>
</tbody>
</table>

For an Alliance contract, the Alliance must prepare the following additional Alliance management plans:

- Information and Technology Management                                         | NA                                       | T2                     |
- Business Ethics and Fraud and Corruption Prevention                           | NA                                       | T2                     |
- Value for Money Plan                                                           | NA                                       | T11                    |
- Cost Management Plan                                                           | NA                                       | T12                    |
- Procurement Management Plan                                                    | NA                                       | T11                    |

**Legend**

- **T1**: 15 Business Days after the date of the Contract.
- **T2**: 30 Business Days after the date of the Contract.
- **T3**: 10 Business Days prior to the commencement of investigations.
- **T4**: 15 Business Days prior to the commencement of design. If the Works do not involve any design activities prior to the commencement of construction then these plans are to be submitted under T3 timing requirements.
- **T5**: Concurrent with the first Preliminary Design Review (PDR) design package submission.
- **T6**: Concurrent with the first Critical Design Review (CDR) design package submission.
- **T7**: 30 Business Days prior to the commencement of Site mobilisation.
- **T8**: 10 Business Days prior to the commencement of construction.
- **T9**: 9 months prior to the planned commencement of the first commissioning event, or 30 Business Days following the date of the Contract if the Date for Completion is less than or equal to 9 months after the date of the Contract.
- **T10**: 10 Business Days prior to the commencement of construction in the Rail Corridor.
- **T11**: 21 Business Days after the date of the Contract
- **T12**: Submitted as part of the Final Project Proposal
ANNEXURE B – List of Reference Documents
List of Reference Documents

- AS1742.3:2009 Part 3 - Spoil Control Devices for Works on Roads
- AS4292 Railway Safety Management Standard
- Bushfire Environmental Assessment Code for NSW 2006
- NSW Government Aboriginal Participation in Construction Guidelines
- NSW Government Industrial Relations Management Guidelines
- NSW Government Training Management Guidelines
- Protection of the Environment Administration Act 1991 (NSW)
- Protection of the Environment Operations Act 1997 (NSW)
- Rail Safety (Drug and Alcohol Testing) Regulation 2008 (NSW)
- Rail Safety (General) Regulation 2008 (NSW)
- Rail Safety Act 2008 (NSW)
- RailCorp A guide to working in and around the rail corridor [www.railcorp.info/building_near_the_railway/guidelines](http://www.railcorp.info/building_near_the_railway/guidelines)
- RailCorp Asset Operations Possession Manual Volume 3 (BMS-052-MN-005)
- RailCorp Certificate of Practical Completion/Certification (W42F01)
- RailCorp Infrastructure Possession Manual Volume 1 (SAM-AMP-001)
- RailCorp Infrastructure Booking Authority (NRF 003)
- RailCorp Infrastructure Handover and Completion Certification (W42F05)
- RailCorp Managing Project Interfaces (IMD-PR-032)
- RailCorp Project Safety Agreement (PSA) (SMS-06-FM-1362)
- RailCorp RailSafe Network Procedures
- RailCorp RailSafe Network Rules
- RICS Guidance Note 63/2010 Building Surveys and Technical Due Diligence (Sections 4 and 5)
- Roads Act 1993 (NSW)
- Rural Fires Act 1997
- TfNSW [Project Compliance and Assurance Audit - 9TP-ST-020](http://9tp-st-020), Clauses 11, 12 and 13
- TfNSW [Monthly Safety Statistics & Incident Summary 60-FT-096](http://60-FT-096)
- TfNSW [Property Compliance Register 2TP-ST-175](http://2tp-st-175)
- TfNSW [Rail Safe Working Standard 4TP-ST-014](http://4tp-st-014)
- TfNSW [Rail Safe Working Arrangements Procedure 4TP-PR-106](http://4tp-pr-106)
- TfNSW [Safety Training Requirements Standard 60-ST-004](http://60-st-004)
- TfNSW Scenario - Defect Management - 4TP-PR-158
- Transport Projects Risk Management System – 3TP-ST-018
ANNEXURE C – Requirements for Discipline-Specific Management Plans
Requirements for Discipline-Specific Management Plans

In addition to the general requirements for discipline-specific management plans described in TSR Prelude Clause 2.3, the Contractor must comply with the following standard requirements.

C1 Asset Management Information Delivery Plan
The Contractor must prepare, implement and maintain an Asset Management Information (AMI) Delivery Plan in accordance with TSR A1.

C2 Commissioning Management Plan
The Contractor must prepare, implement and maintain a Commissioning Management Plan in accordance with TSR C1.

C3 Community Liaison Plan
The Contractor must prepare, implement and maintain a Community Liaison Plan in accordance with TSR C1.

C4 Commuter and Passenger Management Plan (to be addressed in the Construction and Site Management Plan)
The Contractor must develop a “Commuter and Passenger Management Plan” that demonstrates how public movements will be accommodated during the various stages of the Contractor’s Activities. The Commuter and Passenger Management Plan must include (without limitation):

(a) drawings showing, as a minimum, the layout of public areas, including facilities provided for rail staff and patrons and systems drawings at each stage of the Works;

(b) drawings showing proposed arrangement of the station clearly showing the position of hoarding and platform interchange provision. Clearances and free area of platforms to be clearly documented. Fruin level of service diagrams shall accompany the drawings and they shall indicate the proposed level of service for the proposed arrangement;

(c) drawings showing proposed arrangement of signage covering existing signage and new temporary signage including location, size and wording of temporary and permanent way finding signage. Proposed modification to any existing signage must be clearly indicated;

(d) drawings showing proposed arrangement of passenger information panels including temporary relocations and modifications;

(e) a program clearly indicating when configuration will be changed and proposed period of change;

(f) controlled Site access points;

(g) delineation lines and material to be used for delineation;

(h) access point from public modes of transport and general ingress and egress points; and

(i) identification of accommodation of level changes via ramps, stairs, and other means.

The Contractor must install signage and delineation as shown on the Commuter and Passenger Management Plan to clearly communicate to the public and others to safely and
easily navigate around or through the Site. The Principal's Representative may direct the Contractor to include additional or alternative signage and delineation than that specified in the Commuter and Passenger Management Plan.

C5 Configuration Management Plan

The Contractor must prepare, implement and maintain a "Configuration Management Plan" which sets out procedures necessary to fulfill all requirements of RailCorp's configuration management process further to TSR Prelude Clause 5.2.

C6 Construction and Site Management Plan

The Contractor must prepare, implement and maintain a "Construction and Site Management Plan" in accordance with the Contract including TSR Prelude. The Construction and Site Management Plan must describe the procedures and processes that the Contractor will undertake to plan and execute the construction of the Works. The Construction and Site Management Plan must:

(a) detail how the Contractor will comply with its obligations under the Contract in relation to the control, establishment, security, use and rehabilitation of the Site including the arrangements to provide access to, within and through the Site for TfNSW, Other Contractors and any other person nominated by TfNSW;

(b) determine effective construction staging that will ensure the current railway operations and the associated transport facilities' operational requirements are maintained and impact to these operations minimised during construction;

(c) describe procedures for the preparation and implementation of plans and work method statements before the start of related construction work;

(d) describe procedures for the management of Subcontractors and their plans and work method statements;

(e) describe the processes to ensure the compatibility of any necessary Temporary Works with each other and with the Works;

(f) where the works include tunnelling, detail specific measures in relation to construction practices to maintain safety during tunnelling works and to demonstrate compliance with Coroner's recommendations coming out of the inquiry into the tunnelling fatality that occurred during the construction of the Cross City Tunnel project in Sydney;

(g) describe spoil management procedures, including identification of spoil disposal/reuse/recycling/reprocessing locations;

(h) include a schedule of all the inspection and test plans to be prepared and implemented for the acceptance of the Works, including those to be provided by Subcontractors, covering all plant, equipment and materials procurement, and inspections and tests to be conducted on and off the Site;

(i) identify all test facilities and tests to be used to ensure compliance with the technical requirements of the Design Documentation and the Contract;

(j) identify all the laboratories and other facilities to be used for quality control and compliance tests;

(k) describe procedures to ensure the prompt identification and recording of Defects, including process and other non-conformances, and system deficiencies, and for their rectification and the verification of the results;
(l) describe procedures to demobilise the Contractor’s Activities and the Works, including demobilisation of personnel, plant and equipment and closeout of stakeholder communications;

(m) address the Contractor’s management of time related facets of the Contractor’s Activities, including the production and update of the Contractor Program;

(n) address the management of interfaces with all Authorities and Other Contractors including:
   (i) communication channels, processes for ensuring efficient information flow, communication protocols and meeting schedules;
   (ii) sequencing and timing of activities with the interfaces, including special programs;
   (iii) programming of works to be conducted during Track Possessions in conjunction with RailCorp as set out in Clause 5 of TSR Prelude;
   (iv) roles and responsibilities of personnel and organisations for key aspects of the interface;
   (v) technical and program requirements;
   (vi) work implications and applicable construction methodologies; and
   (vii) review of processes and timetables; and

(o) outline an incident reporting procedure with reference to the Contract, TSR S1, TSR E1 and TSR C1.

The Construction and Site Management Plan is to include the following discipline-specific management plans as set out in this TSR Prelude Annexure C:

(p) Commuter and Passenger Management Plan;

(q) Contractor Program;

(r) Property Management Plan; and

(s) Traffic Management Plan.

C7 Contractor Program (to be addressed in the Construction and Site Management Plan)

The Contractor must plan, establish, develop, implement and maintain the Program using professional, qualified and suitably experienced practitioners.

The Contractor must submit the Contractor Program (and any other Programs) to the Principal’s Representative for approval in accordance with the requirements set out in the Contract.

The Contractor is required to submit the Contractor Program monthly to the Principal’s Representative by the date specified in TSR Prelude Annexure A and at the other times required by the Contract. The Contractor must submit an electronic A3 PDF copy of the program, to align with the monthly progress update.

Without limiting the General Conditions, the Contractor Program and other Programs must comply with the following requirements:
C7.1 Working Environment

(a) The Contractor must provide the Program in P6 version 7 (XER format). The Principal will import the Program into the Primavera database. The Principal will maintain the database security and control the access to the database;

(b) The Contractor will develop, status and maintain the Contractor Program in Primavera P6 on the Principal’s planning environment. The Contractor will be given access to the Principal’s planning environment via Citrix at no extra cost to the Contractor;

(c) The Contractor will be able to export the Program file (no more than once per week) via a request through the Principal. The file will be emailed to the Contractor;

(d) The Contractor will not be able to import any Programs into the TPD Primavera database, except for the initial setup; and

(e) The Principal will not make changes to the Contractor’s Program without approval. Generally, these changes will be limited to the application of activity codes or addition of links to external Principal schedules.

C7.2 Program framework

As a minimum, the Contractor’s Program must;

(a) be submitted monthly, with a status date of the last calendar day of the previous month;

(b) group the Contractor’s activities and milestones in a Work Breakdown Structure (WBS), that is identical to the Cost Breakdown Structure (CBS) presented in the Tender Program in the Contract;

(c) show Earned Value in accordance with Australian Standard, Project Performance Measurement using Earned Value (AS4817-2006) and TfNSW Procedure, Earned Value Management using Primavera P6 (4TP-PR-143);

(d) include approved budgeted cost and actual cost, input into the relevant WBS item each month, by the Contractor;

(e) show Principal Review periods in accordance with the requirements set out in the Contract;

(f) define approved variation activities and/or additional working days in a separate WBS and CBS item, so that the variation activities cost and time can be clearly distinguished from the original scope; and

(g) have a separate WBS structure outlining each step of the design review process for each individual design package in accordance with the requirements of TSR T1.

C7.3 Program Setup & Maintenance

As a minimum, the Contractor Program must:

(a) include all key activities detailed in the TSRs and the Contract, as directed by the Principal;

(b) outline the dates when the Contractor will require information, documents, materials or instructions from the Principal’s Representative and the dates when the Contractor will provide information or documents to the Principal’s Representative. These dates are to be consistent with dates which the Principal could reasonably have anticipated at the date of the Contract;
(c) provide start and finish dates for all elements of the Contractor's activities (including design, procurement and construction activities), milestones, track possessions, external dependencies, Principal deliverables, RailCorp deliverables, and any other significant events and contractual completion dates;

(d) show the lead times for supply of information, selection of subcontractors and suppliers, approvals, supply of equipment by the Principal, its agents or persons for whom the Contractor is not responsible. Each period must be represented in a separate activity from the Contractor's activity for the relevant items;

(e) clearly identify the access requirements and activities, including track possessions and any service outages;

(f) show activities for site mobilisation, establishment and demobilisation;

(g) clearly identify the critical path activities and milestones;

(h) show codes, resources and expense activities as directed by Principal;

(i) show quantities and rates as requested by Principal;

(j) identify time leads and lags, resources and other constraints;

(k) show calendars identifying the working and non-working days for the Contractor's activities. Project calendars are to be up-to-date and reflect changes to the available working periods;

(l) reflect scheduled and actual physical progress of the Works, and be consistent with all constraints on access, performance and co-ordination;

(m) show allowance for weather and other event contingencies in a single activity at the end of the critical path and prior to the completion date; and

(n) show commissioning and hand-over activities, including the time allowed for testing and commissioning of major items. These activities should reflect the ten stages of commissioning as outlined in TSR O1.

C7.4 Program Quality

The "Program Quality" will be examined from the initial submission and upon each subsequent submission. The Contractor shall maintain the Program Quality, by satisfying the criteria in the table provided below. The Program will be rejected by the Principal's Representative if the Program Quality does not meet the thresholds prescribed. Further assessment criteria and thresholds may be added to the Program Quality assessment.

Deviations from the thresholds must be approved by the Principal's Representative.

The Program Quality will be assessed for all normal activities and milestones that are planned, in-progress, or complete.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
<th>Remarks</th>
<th>Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Missing Predecessors</td>
<td>Total number of activities that are missing predecessors.</td>
<td>Activities that have missing predecessors are known as open-ended activities. Open ends cause time and risk analysis calculations to be erroneous. Ideally, all open ends should be fixed in a Program during the planning phase.</td>
<td>Less than 1%</td>
</tr>
<tr>
<td>Missing Successors</td>
<td>Total number of normal activities that are missing successors.</td>
<td>Activities that have missing successors are known as open-ended activities. Open ends cause time and risk analysis calculations to be erroneous. Ideally, all open ends should be fixed in a Program during the planning phase.</td>
<td>Less than 1%</td>
</tr>
<tr>
<td>Criteria</td>
<td>Description</td>
<td>Remarks</td>
<td>Threshold</td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Merge Hotspot</td>
<td>The total number of activities with a high number of predecessor links.</td>
<td>Also known as merge bias, merge hotspot is an indication as to how complex the start of an activity is. If the number of links is greater than two, then there is a high probability that the activity in question will be delayed due to the cumulative effect of all links having to complete on time in order for the activity to start on time.</td>
<td>Less than 2.5%</td>
</tr>
<tr>
<td>Diverge Hotspot</td>
<td>The total number of activities with a high number of successor links.</td>
<td>A diverge hotspot is an indication as to how complex the end of an activity is. If the number of links is greater than two, then there is a high probability that the activity in question may delay a large number of successors.</td>
<td>Less than 2.5%</td>
</tr>
<tr>
<td>Critical</td>
<td>Number of critical activities</td>
<td>The number of critical tasks within a grouping. Typically critical activities have Total Finish Float of zero. Primavera Programs may have critical activities with more than zero float depending on the threshold set in Primavera P6.</td>
<td>No threshold</td>
</tr>
<tr>
<td>0 to 20 Days Float</td>
<td>Total number of activities with positive float of more than zero and less than or equal to 20 days.</td>
<td>Near critical activities should be closely monitored during execution to ensure a successful on-time project.</td>
<td>No threshold</td>
</tr>
<tr>
<td>Hard Constraints</td>
<td>Number of activities with hard or two-way constraints.</td>
<td>Hard or two-way constraints such as Must Start On or Must Finish On should be avoided. Consider using soft constraints if absolutely necessary. Includes normal activities and milestones that are planned, in-progress, or complete.</td>
<td>Zero</td>
</tr>
<tr>
<td>Soft Constraints</td>
<td>Number of activities with soft or one-way constraints.</td>
<td>Soft or one-way constraints such as Start no Earlier Than or Finish No Later Than, constrain an activity in a single direction. While not as impactful as hard constraints, soft constraints do impact CPM calculations in a Program and should be reviewed carefully.</td>
<td>Less than 2.5%</td>
</tr>
<tr>
<td>High Float</td>
<td>Excessive free total float</td>
<td>Number of activities with total float greater than 2 months. Activities must be agreed with TPD.</td>
<td>Less than 5%</td>
</tr>
<tr>
<td>Negative Float</td>
<td>Total number of activities with total finish float less than 0 working days.</td>
<td>Negative float is a result of an artificially accelerated or constrained Program. Negative float indicates that a Program is not possible, based on the current completion dates. Compare this metric to constraint metrics to determine which activities (with negative float) are being impacted by constraints. Ideally, there should not be any negative float in the Program. Includes normal activities and milestones that are planned or in-progress.</td>
<td>Zero</td>
</tr>
<tr>
<td>High Duration</td>
<td>Total number of activities that have a duration longer than 10 days. This number should not exceed 5%.</td>
<td>Total number of activities that have a duration longer than 10 days. Activities must be agreed with TPD.</td>
<td>Less than 5%</td>
</tr>
<tr>
<td>SF Predecessors</td>
<td>Total number of activities with Start to Finish (SF) logic links.</td>
<td>Start-to-Finish (SF) links are deliberately used very rarely because they have the unusual effect that the successor happens before the predecessor. Generally a poor practice when planning. Includes only normal activities and milestones that are planned, in-progress, or complete.</td>
<td>Zero</td>
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<tr>
<td>Leads &amp; Lags</td>
<td>Lags in excess of 10</td>
<td>A lag is a duration applied to a logic link often</td>
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<td>Criteria</td>
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<td>days</td>
<td>used to represent non-working time between activities such as concrete curing. Lags tend to hide detail in Programs and cannot be “statused” like normal activities. Lags should typically be replaced with activities. Includes normal activities and milestones that are planned, in-progress, or complete.</td>
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C8 Contractor's Commissioning Activity Plan

The Contractor must prepare, implement and maintain a Commissioning Activity Plan in accordance with TSR Q1.

C9 Design Management Plan

The Contractor must prepare, implement and maintain a Design Management Plan in accordance with TSR T1 and TSR Q1.

C10 Environmental Management Plan

The Contractor must prepare, implement and maintain a Construction Environmental Management Plan in accordance with TSR E1.

C11 Human Resources Management Plan

The Contractor must prepare, implement and maintain a "Human Resources Management Plan" which describes the Contractor's strategy and procedures for effective utilisation of human resources on the Project, including:

- the preparation of a resources program for the Contractor's team;
- the allocation of suitable trained and experienced competent personnel to plan, perform and verify work including, but not limited to, the requirements set out in TSR S1, TSR E1 and TSR T1;
- the management of staff, Subcontractors and suppliers;
- compliance with obligations in relation to all Laws, including:
  - the NSW Industrial Relations Act 1996;
  - equal employment opportunity;
  - the NSW Government Aboriginal Participation in Construction Guidelines January (2007), Nominated Category 3;
  - the protection of employee records under the NSW Privacy and Personal Information Protection Act 1998; and
  - Rail Safety (Drug and Alcohol Testing) Regulation 2003;
- the preparation of a "Project Induction and Training Management Plan" which:
  - complies with the NSW Government Training Management Guidelines February (2009), Nominated Category 1; and
  - includes procedures for the induction and training of all on and off site personnel covering as a minimum:
    - the project's quality management system and work processes;
    - WHS;
C. community relations;
D. environmental and heritage management;
E. emergency management and incident reporting;
F. property requirements;
G. rail safety and RailCorp specific site inductions, if the Contractor’s Activities involves work in or adjacent to the Rail Corridor and the rail environment; and
H. in the case of an Alliance contract, business ethics and fraud and corruption prevention; and
(iii) describes processes for identifying competencies required of personnel, which personnel will be trained, when they will be trained, and how they will be trained. Furthermore, the Contractor must provide to the Principal’s Representative a project-specific training matrix;
(f) procedures for performance management of personnel; and
(g) in the case of an Alliance contract, allocation of responsibility between the Participants for the recruitment of personnel in accordance with each Participant’s conditions of employment.

In the case of an Alliance contract, all potential roles within the Alliance must be offered to all staff in the Alliance and be awarded to the personnel on a ‘best for project’ basis.

The Contractor must ensure that all on site and off site personnel engaged in the Contractor’s Activities (including Subcontractors) have undergone all necessary inductions including the requirements of TSR Prelude, TSR S1, TSR E1 and TSR C1. Any person who has not undergone all necessary inductions must not work on the Site.

C12 Industrial Relations Management Plan

The Contractor must prepare, implement and maintain an Industrial Relations Management Plan in accordance with the NSW Government Industrial Relations Management Guidelines.

C13 Interface Management Plan

The Contractor must prepare, implement and maintain an Interface Management Plan in accordance with TSR T1.

C14 Project Safety Management Plan

The Contractor must prepare, implement and maintain a Project Safety Management Plan in accordance with TSR S1.

Note that a separate Rail Safety Management Plan is not specifically required. The Contractor may show compliance with the requirements of the Interface Agreement, the Rail Safety Act 2008 (NSW), Rail Safety (General) Regulation 2008 (NSW), Rail Safety (Drug and Alcohol Testing) Regulation 2008 (NSW), AS4292 Railway Safety Management Standard, and TSR S1 within the Project Safety Management Plan.

C15 Quality Management Plan

The Contractor must prepare, implement and maintain a Quality Management Plan in accordance with TSR Q1.
C16 Risk Management Plan

The Contractor must prepare, implement and maintain a “Risk Management Plan” that meets the requirements of AS/NZS ISO 31000:2009 (Risk management – Principles and guidelines) and addresses the management of risks applicable to the undertaking of the Contractor’s Activities.

The Risk Management Plan must align with the requirements and guidance provided by Transport Projects Risk Management System – 3TP-ST-018. The Contractor must adopt the Principal’s risk criteria unless the Principal’s Representative agrees to alternative risk criteria that are appropriate for the Contractor’s Activities.

The Risk Management Plan must provide details of how a risk register will be used as a tool to manage risks related to the delivery of the Contractor’s Activities. The risk register should identify, document and rank all risks related to the delivery of the Contractor’s Activities and, as a minimum, must cover the following risk areas:

(a) Cost control;
(b) construction program and key timing constraints (such as booked Track Possessions and utility outages);
(c) construction access;
(d) buildability;
(e) interfaces;
(f) design, technical, quality, environmental and safety issues in delivery;
(g) asset operability, durability, reliability, availability and maintenance;
(h) safety in design, construction, operation and maintenance;
(i) integration and operations of existing assets and services;
(j) adjoining properties;
(k) approvals;
(l) community issues and interest (including media, commuters, residents and councils); and
(m) co-operation and interface with works undertaken outside this Contract by other parties (including Other Contractors) or Authorities.

The Risk Management Plan must also:

(n) include a template of the Contractor’s proposed risk register;
(o) include a process for the management of any risks that are identified by the Principal and the inclusion of any such risks in the Contractor’s risk register;
(p) identify key project timeframes and milestones where the Contractor will undertake risk workshops to identify and/or review risks and update the risk register;
(q) include a process for the allocation of ownership of each risk and the responsibilities and accountabilities for the control and mitigation of each risk;
(r) include methods of monitoring risk control measures so as to ensure that they are effective;
(s) detail how the risks identified under the Risk Management Plan and its processes are integrated and managed with the other specific management plans.
The Risk Management Plan must acknowledge that the Contractor will provide details of the implementation, operation and effectiveness of the Contractor's Risk Management Plan in the Contractor's monthly report in accordance with TSR Prelude Clause 3.

Upon request by the Principal's Representative, the Contractor must provide the Principal's Representative with access to the Contractor's full risk register. Where the Contractor's risk register is accessible electronically, and the Principal's Representative agrees, the Contractor may provide the Principal with access to project relevant parts of its electronic system in lieu of hard copies. At any time during the Contract, the Principal's Representative may request that the Contractor submit hard or electronic copies of the Contractor's risk register.

C17 Safety Assurance Plan
The Contractor must prepare, implement and maintain a Safety Assurance Plan in accordance with TSR T1.

C18 Traffic Management Plan (to be addressed in the Construction and Site Management Plan)
The Contractor must prepare, implement and maintain a "Traffic Management Plan" that addresses the Contractor's obligations and responsibilities relating to the management of traffic. The Traffic Management Plan must describe the Contractor's approach to satisfying the requirements in respect of:

(a) The Site Traffic Management Plan in TSR S1;
(b) Authority Approvals, including RTA/RMS, NSW Police, State Emergency and local councils;
(c) RTA Traffic Control at Worksites Manual;
(d) AS 1742.3-2009 Part 3 - Spoil Control Devices for Works on Roads;
(e) Roads Act 1993 (NSW) and all other Laws; and
(f) certificates, licences, consents, permits and approvals, including in respect of working hours.

The Traffic Management Plan must recognise, be consistent with and comply with the traffic configuration of the local road network as it exists at various stages during construction of the Works. The Traffic Management Plan must also describe as a minimum:

(g) detailed traffic management procedures for the Site, including those required to manage: modifications to existing roads/paths and traffic patterns; changes to public transport routes and services; impacts on residents and/or commercial enterprises; and the impact of construction traffic within the Site and outside the Site on the adjacent public road system;
(h) procedures to ensure the appropriate notification of relevant emergency services prior to implementing road and pedestrian traffic modifications such as street closures or changes to station access;
(i) safety of commuters, pedestrians, cyclists and site personnel;
(j) changes to traffic usage patterns (average, low and peak flows as well as special events or traffic embargoes);
(k) programmed commencement and Completion dates;
(l) management of maintenance requirements, emergencies and incidents;
(m) requirements for occupation of, or access through, private properties in accordance with the requirements set out in TSR C1;

(n) coordination of traffic management procedures and plans with the Principal’s Representative, Other Contractors and other parties;

(o) procedures for obtaining relevant certificates, licences, consents, permits and approvals;

(p) expected number of truck movements each hour, based on the predicted maximum monthly spoil generation amounts and hours of operation of worksites;

(q) roles and responsibilities of the Contractor’s personnel and Subcontractors;

(r) review and reporting procedures; and

(s) procedures for regular updating of the Traffic Management Plan on an as needs basis or at the direction of the Principal’s Representative.

Where nominated in TSR Prelude Annexure A, the Contractor must prepare a detailed Traffic Control Plan (TCP) generally in accordance with the RTA guideline Traffic Control at Worksites 3rd Ed (September 2003) for the Site. The TCP must be submitted to and approved by all relevant Authorities and the Principal’s Representative prior to the commencement of any work on the Site. Thereafter, the Contractor must ensure that the approved TCP is available for inspection by the Principal’s Representative or any officer of WorkCover NSW, NSW Police, an Authority or the RMS.

C19 Worksite Protection Plan

The Contractor must prepare, implement and maintain a Worksite Protection Plan which details Worksite Protection arrangements appropriate for the Contractor’s Activities that comply with RailCorp RailSafe Network Rules, RailCorp RailSafe Network Procedures, TNSW Rail Safe Working Standard 4TP-ST-014 and TNSW Rail Safe Working Arrangements Procedure 4TP-PR-106 and TSR S1.

C20 Defect Management Plan

The Contractor must prepare, implement and maintain a “Defect Management Plan” that addresses the Contractor’s obligations and responsibilities relating to the management of Defects. The Defect Management Plan must:

(a) address all contractual requirements for managing Defects;

(b) clearly specify the strategy for managing Defects raised internally by the Contractor, raised by the Principal and raised by RailCorp; and

(c) include a Defect management procedure which must include the utilisation of the Scenario 6 software (see Scenario - Defect Management - 4TP-PR-158 ) - a tool provided by the Principal.

C21 Signalling Implementation Plan

The Contractor must submit a Signalling Implementation Plan for review by the Principal’s Representative. This document must be coordinated with the Contractor’s Design Management Plan and Interface Management Plan.

The Signalling Implementation Plan must outline the Contractor’s strategy for design, temporary works, construction, test and commissioning stages. It must include:

(a) the signalling scope and boundaries;
(b) an interface management strategy including proposed interface meetings between the Contractor, the Principal’s Representative and RailCorp;

(c) a materials, manufacturing and construction strategy;

(d) a testing & commissioning strategy including details of proposed enabling/stageworks in accordance with RailCorp Standard SPG0711.6;

(e) a signalling resources strategy including RailCorp support resource forecast;

(f) a reporting strategy;

(g) an asset condition and survey strategy for surveying/correlating the existing signalling systems, cable route and cable arrangements;

(h) an Interface Coordination Plan in accordance with RailCorp standard SPG 0711.6 to outline the strategy for new and reused signalling equipment proposed for the scheme and discipline interfaces;

(i) signalling interface agreements for level crossings in accordance with RailCorp standard TMG A1620 and for Roads and Traffic in accordance with RailCorp standard TMG A1621;

(j) a signal, guard indicator and warning light sighting strategy, and

(k) a coordinated signalling works program to be provided to the Contractor to detail any proposed design inputs and equipment delivery from the Principal’s Representative.

C22 RAMS Management Plan

The Contractor must prepare, implement and maintain a RAMS Management Plan in accordance with TSR T1.

C23 Signalling Document Management Plan

The Contractor must prepare, implement and maintain a Signalling Document Management Plan in accordance with TSR T1.

C24 Information and Technology Management

In the case of an Alliance contract, the Alliance must prepare, implement and maintain a Information and Technology Management Plan in accordance with TSR Alliances.

C25 Business Ethics and Fraud and Corruption Prevention

In the case of an Alliance contract, the Alliance must prepare, implement and maintain a Business Ethics and Fraud and Corruption Prevention Plan in accordance with TSR Alliances.

C26 Value for Money Plan

In the case of an Alliance contract, the Alliance must prepare, implement and maintain a Value for Money Plan in accordance with TSR Alliances.

C27 Cost Management Plan

In the case of an Alliance contract, the Alliance must prepare, implement and maintain a Cost Management Plan in accordance with TSR Alliances.
C28  Procurement Management Plan

In the case of an Alliance contract, the Alliance must prepare, implement and maintain a Procurement Management Plan in accordance with TSR Alliances.
TfNSW Standard Requirements
TSR C1 – Communications and Community Liaison

5TP-FT-333/1.0

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Transport Projects
Quality Management System

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1. Introduction

1.1. General

TfNSW Standard Requirements C1 describes the requirements and processes which the Contractor must implement as a minimum to ensure communications and community relation activities are appropriately managed and designed to engage positively with the community, minimising disruption to the adjacent residents, property owners and all transport users. TSR C1 includes the requirements for incident management and reporting.

For the avoidance of doubt, all requirements of this TSR C1 also apply to Subcontractors unless otherwise specified.

1.2. User Instructions

For a contract other than an Alliance contract, the definitions used in this TSR C1 have the meanings as set out in the Contract and in TSR Prelude.

For an Alliance contract, the definitions used in this TSR C1 have the meanings as set out in the Project Alliance Agreement and in TSR Prelude as well as below. Where a defined term below conflicts with a defined term in TSR Prelude the defined term below will apply:

“Contract” means “Agreement”.

“Contractor” means “Alliance”.

“Contractor’s Activities” means “Alliance Activities”.

“Principal” means “TfNSW”.

“Principal’s Representative” means “TfNSW Representative”.

“Project Definition Documents” means any or all of the following:

(a) The Project Brief;
(b) The Business Requirements Specification (BRS);
(c) The System Requirements Specification (SRS); and
(d) any other Project Definition Phase documents provided by the Principal.

“Temporary Works” means “Alliance Temporary Works”.

“Works” means “Alliance Works”.

2. General Community Liaison Obligations

The Contractor must:

(a) appoint suitably qualified and experienced community relations personnel to fulfil the communications requirements of the Contract;
(b) ensure timeframes and resources for community notification and consultation are incorporated into project planning and programs;
(c) develop a “Community Liaison Plan” or “CLP” in accordance with TSR C1 Clause 3;
record and maintain records in the project’s communications management system or “CMS” in accordance with the requirements of TSR C1;

(e) ensure its employees, Subcontractors and agents comply with the CLP and meet the CMS record keeping requirements;

(f) be proactive in providing the community with accurate and adequate information on the status of Contractor’s Activities and the Works and any associated impacts;

(g) make available appropriate senior personnel (for example environmental manager, design manager, construction manager, technical experts) to attend meetings with the community or other stakeholders, as required; and

(h) prior to taking any unilateral action that may impact on the community, consult the Principal’s Representative.

3. Community Liaison Plan (CLP)

The CLP must provide a clear framework, including policies, processes, and procedures for proactive communications management, which complies with the community liaison obligations of the Contract.

The CLP must be submitted to the Principal’s Representative in accordance with the Contract including TSR Prelude. The Contractor is responsible for implementing and maintaining the CLP. The Contractor must review and update the CLP in accordance with the Contract including TSR Prelude.

The CLP must include the following as a minimum:

(a) details of the community relations resources, including personnel, to be employed by the Contractor whilst carrying out the Contractor’s Activities;

(b) a comprehensive, project-specific analysis of issues to be managed prior to and during construction, including proposed strategies to manage these issues;

(c) a comprehensive stakeholder list, highlighting issues/interests and strategies for dealing with each audience;

(d) details of Contractor specific key messages to be used in information materials and when responding to enquiries and complaints;

(e) details of proposed Contractor specific communication and consultation tools to be used;

(f) details of requirements of the project environmental assessment and the conditions of the Planning Approval for community and stakeholder consultation and proposed methodologies and timeframes for undertaking this consultation;

(g) policies and procedures for handling community complaints and enquiries, and for handling of media enquiries;

(h) details of the Contractor’s nominated 24 hour contact for management of complaints and enquiries;

(i) policies and procedures for incident management and reporting;

(j) an indicative program for the implementation of community liaison activities. This program should include key dates for the commencement and conclusion of construction activities, associated impacts to the community and the Contractor’s proposed strategy for minimising impacts and informing the community. The
community liaison program must be regularly updated for discussion at the communications meeting with the Principal’s Representative;

(k) policies and procedures for ensuring Subcontractors comply with the communications requirements of the Contract;

(l) details of activities which will be undertaken to monitor and evaluate the effectiveness of the community liaison program;

(m) analysis of other major projects/influences in the area with the potential to result in cumulative impacts to the community and strategies for managing these; and

(n) details of proposed ‘marketing’ activities planned to be undertaken by the Contractor regarding its activities, including procedures for obtaining approval from the Principal’s Representative prior to planning and implementing any such activities.

A summary CLP is required for upload on to the Principal’s website.

4. Communications Management System (CMS)

The Principal has a web-based CMS for the collection and recording the details of all project contact and correspondence with the community and stakeholders. The Contractor must complete formal training to become familiar with the CMS. The Contractor must update and maintain the CMS with accurate contact details to ensure easy identification and rapid distribution of information when required.

The Contractor must record all contacts with the community and actions resulting from these contacts in the CMS within 24 hours of the contact/activity occurring or receiving correspondence.

Monthly reports on community contacts (detailing issues and frequency) must be sent to the Principal’s Representative in accordance with the Contract including TSR Prelude.

5. Communications Management Control Group

A “Communications Management Control Group” or “CMCG” will be convened by the Principal’s Representative prior to the commencement of any Contractor’s Activities at the Site. From then, the CMCG will meet fortnightly or less frequently if approved by the Principal’s Representative.

The Contractor must attend all CMCG meetings and provide all relevant information regarding any potential impact the Contractor’s Activities may have on the community including local residents, property owners, businesses and transport users.

At each meeting the Contractor is required to provide the following information:

(a) a summary of current and upcoming Contractor’s Activities, likely impacts, and proposed communication strategies to address these;

(b) an update on any current or emerging issues and/or any promotional opportunities;

(c) an update on complaints received and action taken to resolve them; and

(d) other information as requested by the Principal’s Representative.

The aim is for the CMCG to provide a forum to exchange information and coordinate communication and consultation activities with Other Contractors and the Principal to ensure a consistent approach to the community and other stakeholders is delivered.
The CMCG may comprise of representatives from Other Contractors, the Contractor and the Principal.

6. **Meetings with the Community and Other Stakeholders**

The Contractor must coordinate consultation activities with the community and other stakeholders. This includes organising meetings with the community or with key stakeholders (or accompanying the Principal's Representative where such meetings are organised by the Principal's Representative) to discuss the Contractor's Activities (including work in progress and work upcoming) or any issues in connection with the Contractor's Activities. Where required by the Principal's Representative, the Contractor must provide relevant materials for presentation and/or distribution at such meetings. The Contractor must provide the Principal's Representative with a minimum of 3 Business Days notice prior to any meeting with the community or stakeholders.

The Contractor must ensure that suitable persons are available to attend such meetings (including after-hours). Such persons must be adequately informed and suitably qualified to participate and be able to take the lead during the meeting in detailing the progress of the Works, and in the resolution of community issues (where possible).

The Contractor must comply with all reasonable suggestions and requests of the community.

The Contractor must ensure that the details of all meetings held with the community and key stakeholders are recorded in the CMS within 24 hours of such meetings taking place.

7. **Community Notification**

The Contractor must proactively notify the community and key stakeholders of current and upcoming development in connection with the Contractor's Activities including any activities with the potential to impact on the community. The Contractor must comply with TSR C1 Annexure C and Annexure D when preparing and distributing community information.

In particular, for any activity with the potential to impact on any member of the community, the Contractor must advise the community between 10 and 14 days prior to such activity being undertaken.

At least 5 Business Days prior to the 10 to 14-day community notification period, the Contractor must submit to the Principal's Representative for approval its proposed notification materials in accordance with the process described in TSR C1 Annexure D. All materials must be consistent with the requirements of the checklist contained within TSR C1 Annexure C.

In addition to notifying of works with the potential to impact the community, the Contractor is responsible for updating the community on a monthly basis on the status of current and upcoming Contractor's Activities. The Contractor must submit the draft construction-update content to the Principal's Representative for approval at least 5 Business Days prior to distribution (as per the requirements above).

Means of advising the community may include, but are not limited to, flyers, newsletters, door knocks, signage, posters, telephone calls, meetings and advertisements.

The Contractor must not implement any communication strategies to the community or stakeholders without the approval of the Principal's Representative. This includes any means of communicating with the public through the use of flyers, newsletters, door knocks, signage, posters, telephone calls, meetings, advertisements and the like.
All information materials must be sufficiently detailed, accurate and targeted to the appropriate audience. All information materials must be of a professional quality, printed in colour (unless otherwise agreed by the Principal’s Representative) and designed in accordance with the Transport Projects Style Guide for Contractors and Consultants (TTP-ST-100) and the quality checklist contained within TSR C1 Annexure C.

For complex or potentially contentious issues, or where directed by the Principal’s Representative, a communications strategy must be developed to adequately consider, address and manage the communications process. Communications strategies must be submitted to the Principal’s Representative for approval at least 5 Business Days prior to implementing the strategy.

The Contractor must ensure that details of communication with the community and key stakeholders are recorded in the CMS.

8. Information to the Principal’s Representative

The Contractor is required to provide (and explain) accurate communications information to the Principal’s Representative regarding current and upcoming Contractor’s Activities (including works of Subcontractors) and all associated community impacts as follows:

(a) Prior to Site establishment: a program of the Contractor’s Activities, scheduling, and details of the planned community impact minimisation measures;

(b) Monthly: the works completed and upcoming Contractor’s Activities, including any associated community impacts (in a format suitable for inclusion on the Principal’s website);

(c) Quarterly: the works completed and upcoming Contractor’s Activities, including any associated community impacts (in a format suitable for inclusion in the Principal’s project updates); and

(d) As required: information to allow the Principal’s Representative to be kept abreast of the Contractor’s Activities, construction activities and/or community impacts, and to allow timely responses to community and media enquiries and/or complaints.

The Contractor must be contactable on a 24-hour basis (as required).

9. Marketing and Promotional Opportunities

The Contractor must not unilaterally commit to a marketing or promotional opportunity or develop marketing or promotional materials that relate to the project or the Contractor’s Activities (including but not limited to signage, displays, media articles, advertisements, presentations at conferences, technical papers, photographs, sponsorships, website text and graphics, case studies or other corporate materials) without the prior written approval of the Principal’s Representative.

Any marketing and promotional opportunities and draft marketing/promotional materials must be submitted to the Principal’s Representative for approval at least 5 Business Days prior to the activity occurring or the distribution date or print deadline of any materials.

The Contractor must proactively identify positive media and/or community relations opportunities and inform the Principal’s Representative of these opportunities in a timely manner.
10. Complaints and Enquiries Management

The Contractor is responsible for responding to complaints and enquiries received regarding the Contractor's Activities and impacts associated with the Contractor's Activities. Complaints and enquiries may be received through a variety of avenues including TfNSW's 24-hour construction response line or project infoline, in writing (letter or email), direct to TfNSW via telephone, or direct to the Contractor or Subcontractors.

In responding to complaints the Contractor must:

(a) record details of every complaint received and how it was managed and closed out in the CMS;

(b) investigate and determine the source of the complaint immediately, including an immediate call to the complainant where the complaint was received by telephone. Should the Contractor determine that the complaint does not relate to the Contractor's Activities, the Contractor must immediately notify the Principal's Representative;

(c) provide at least an oral response to the complainant regarding what action is proposed as soon as possible and within a maximum of 2 hours from the time of the complaint (unless the complainant requests otherwise). If a phone number is provided, complaints received by email and letter must be responded to orally within a maximum of 2 hours from time of receipt. If no phone number is provided, the complaint must be responded to within a maximum of 24 hours for emails and one week for letters from time of receipt.

(d) forward information on any complaints received, including response times and details of any actions undertaken or proposed or investigations occurring, to the Principal's Representative in writing each Business Day to meet the Principal's reporting requirements and requirements of the EPL;

(e) provide a detailed written response to the complainant within 7 Business Days, outlining the details of the issue and the remedial action that has been taken. A draft written response is to be provided to the Principal's Representative for approval within 5 Business Days of receipt of the complaint;

(f) forward a scanned signed copy of the approved written response to the Principal’s Representative on the day it is sent; and

(g) provide the Principal's Representative with details in writing of complaint close out actions and the date action was implemented.

In responding to enquiries the Contractor must:

(h) record details of enquiries received in the CMS;

(i) provide at least an oral response to the enquirer within 2 hours from the time of the enquiry during standard construction hours as outlined in the Planning Approval, or on the next Business Day during all other times (unless the enquirer agrees otherwise); and

(j) forward information on any enquiries received, and response given, to the Principal's Representative in writing each Business Day to meet requirements of the EPL.

The table below illustrates the required complaints handling and reporting process.
Principal's Complaint Resolution Process

1. Complaint received by project 1800 complaints line or email and forwarded to TNSW
2. TNSW determines works package where complaint originated and the Principal forwards details of the complaint to the relevant Contractor
3. Contractor records details into the CMS and investigate complaint and determine appropriate action
4. Contractor verbally confirms the action to be undertaken with the complainant and update details in the CMS
5. CMS report forwarded to the Principal's Representative
6. Complaints logged in the Principal's Complaints Register
7. The Principal to forward details of complaints to Environmental Representative
8. Contractor to provide draft written response to Principal's Representative for approval
9. Once approved Contractor issues the written response to complainant and provides Principal's Representative with a scanned signed copy of the approved letter and log into the CMS.
10. Contractor provides the Principal's Representative with details in writing of complaint close out actions and the date action was implemented. Complaints register forwarded to Principal's Representative
11. Media and Government Relations

The Contractor must:

(a) immediately make any enquiry/contact by the media or elected government representative known to the Principal’s Representative;

(b) not make any statement (oral or written) or provide any photographs or illustrations to the media or elected government representatives regarding the Contractor’s Activities without the prior written approval of the Principal’s Representative;

(c) not permit any media or elected government representative on a worksite without the prior written approval of the Principal’s Representative;

(d) provide the Principal’s Representative with relevant information in a timely manner, as required to respond to media and government enquiries;

(e) ensure all Subcontractors comply with these requirements; and

(f) record all contact with the media and elected government representatives, and project related articles (paper and web based) and online discussions (blogging) into the CMS and send copies of articles or web link to the Principal’s Representative.

12. Incident Management and Reporting

The Contractor must immediately notify the Principal’s Representative of any incident or issue associated with the Contractor’s Activities that may have an impact on the community, environment, employees, Subcontractors or other stakeholders or may attract the attention of the media, the Minister for Transport, a local MP, council or the broader community.

Where the incident or issue is in respect of a VHS issue the Contractor must also comply with the notification provisions of TSR S1. Where the incident is in respect of the environment the Contractor must also comply with the notification provisions of TSR E1.

In the event of an incident or issue, the Contractor must not contact or provide information to any person (other than that which is required to directly manage the incident or to comply with law), including any stakeholder, the media or the public, without the prior approval of the Principal’s Representative. The Contractor must make available senior personnel to respond to the community, the media and other stakeholders when required by the Principal’s Representative.

As required, the Contractor must provide the Principal’s Representative with all necessary communications materials that may need to be disseminated as a result of such incidents.

The details of response times for incident reporting by the Contractor are:

(a) immediate verbal notification to the Principal’s Representative, which is interpreted as:

(i) within 10 minutes of the incident occurring, in the case of an incident that has attracted or will imminently attract the attention of the media, the Minister for Transport, a local MP, or the broader community. Examples of such incidents include without limitation:

A. any delays to train timetables caused by the incident;

B. incidents where employees of the Contractor or Subcontractor, or a member of the community is harmed; and
C. access to trains is blocked and preventing (or severely restricting) access to commuters,
D. otherwise, within 1 hour of the incident occurring;

(b) a report detailing the incident to be issued to the Principal’s Representative within 24 hours of the incident occurring, using:
(i) TNSW Safety and Environmental Incident Report 90-FT-002 for any incident or issue in respect of WHS or for any environmental incident; or
(ii) the Contractor’s incident report form, in respect of all other incidents or issues; and

(c) a corrective action report prepared by the Contractor in accordance with TSR Q1, and submitted to the Principal’s Representative within 5 Business Days of the incident occurring.

The Contractor must ensure that all details of an incident or issue are recorded in the CMS.

13. Site Inspections by Visitors and Photography

The Contractor must not organise any site visits by community members or other stakeholders without approval from the Principal’s Representative. The Contractor must provide the Principal’s Representative with at least 48 hours prior written notice of all proposed visits.

The Contractor must accommodate regular, periodic visits to the Site by the Principal’s Representative for the purpose of photography or videography for promotional purposes. Any photographs or film footage taken by the Contractor or the Principal’s Representative becomes the property of the Principal who may, without the Contractor’s approval, use the photographs and/or film footage for whatever purpose the Principal deems necessary or appropriate.

14. Construction Hoardings and Fences

Hoardings and fencing, including shade cloth or other material on the external face of any hoarding or fence, must be provided in a colour and texture approved/specified by the Principal’s Representative.

The Contractor must submit plans for any proposed hoardings or fencing, including shade cloth or other material on the external face of any hoarding or fence, to the Principal’s Representative for review and written approval.

15. Signage, Graffiti and Bill Posters

The Principal will provide the Contractor with signage to be installed by the Contractor on hoardings at the Site to provide the community with details of the 24-hour construction response line. This is in addition to the Contractor’s responsibilities with regard to workcover legislation (and any other Laws) to provide out of hours contact details. The Contractor must provide, as requested, the resources required to assist the Principal with the provision and/or installation of any other signage or graphics required on the hoardings or fencing.

The Contractor must not place any signage, advertising or branding (other than safety signage) on the external face of any hoarding or fence without the prior written approval of the Principal’s Representative.
The Contractor must prepare and install any way finding signage to direct pedestrians/commuters/vehicles around the Site as appropriate.

Hoardings, site sheds, fencing, acoustic walls around the perimeter of the Site and any structures built as part of the Works are to be maintained free of graffiti and advertising not authorised by the Principal's Representative during the construction period.

The Contractor must carry out daily inspections for graffiti and unauthorised advertising must be removed or covered with the following timeframes:

(a) offensive graffiti will be cleaned or covered within 24 hours;
(b) highly visible yet non-offensive graffiti will be cleaned or covered within 1 week;
(c) graffiti that is neither offensive nor highly visible will be cleaned or covered during normal operations within one month; and
(d) any advertising material will be removed or covered within 24 hours.

16. Communication Requirements as Part of Site Inductions

The Contractor must ensure its employees and the employees of Subcontractors are adequately inducted and trained on the communication requirements of the Contract, with particular focus on incident management, incident reporting procedures, community enquiries or complaints, and media enquiries prior to commencing work on the Works.

The Contractor must periodically carry out further inductions of persons previously inducted to ensure the communications procedures remain clear.

The proposed induction must be submitted to the Principal's Representative for approval prior to use.

17. Accessing Private Property

The Contractor must adhere to the Principal's procedure (TSR C1 Annexure E) for accessing private property.
ANNEXURE A – Additional Project Requirements
### Additional Project Requirements

<table>
<thead>
<tr>
<th>Clause/Para/Line</th>
<th>Project Specific Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 7:</strong></td>
<td>In addition</td>
</tr>
<tr>
<td></td>
<td>The Contractor must ensure that production timeframes and resourcing enable translation of communication materials into community languages if required by the Principal. Also if Community Information Sessions are to be held, the Contractor must be able to engage the services of an appropriately qualified interpreter.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Section 12:</strong></th>
<th>Please note the following amendments highlighted in yellow:</th>
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<tbody>
<tr>
<td></td>
<td>The details of response times for incident reporting by the Contractor are:</td>
</tr>
<tr>
<td>(a)</td>
<td>immediate verbal notification to the Principal's Representative, which is interpreted as:</td>
</tr>
<tr>
<td>(i)</td>
<td>within 10 minutes of the incident occurring, in the case of an incident that has attracted or will imminently attract the attention of the media, the Minister for Transport, a local MP, or the broader community. Examples of such incidents include without limitation:</td>
</tr>
<tr>
<td></td>
<td>any delays to train timetables public transport caused by the incident;</td>
</tr>
<tr>
<td></td>
<td>incidents where employees of the Contractor or Subcontractor, or a member of the community is harmed; and</td>
</tr>
<tr>
<td></td>
<td>access to public transport trains is blocked and prevented (or severely restricting) access to commuters;</td>
</tr>
<tr>
<td></td>
<td>any damage to the fabric of any heritage listed buildings, items or places</td>
</tr>
<tr>
<td>(ii)</td>
<td>otherwise, within 1 hour of the incident occurring;</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Section 13:</strong></th>
<th>Please note the following amendments highlighted in yellow:</th>
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<tbody>
<tr>
<td></td>
<td>The Contractor must accommodate regular, periodic visits to the Site by the Principal’s Representative for the purpose of photography or videography for promotional and archival purposes. Any photographs or film footage taken by the Contractor or the Principal’s Representative becomes the property of the Principal who may, without the Contractor’s approval, use the photographs and/or film footage for whatever purpose the Principal deems necessary or appropriate.</td>
</tr>
</tbody>
</table>
ANNEXURE B – List of Reference Documents
List of Reference Documents

- Transport Projects Style Guide for Contractors and Consultants (8TP-ST-100)
- Transport for NSW Corporate Communications Guidelines
- Transport for NSW Editorial Style Guidelines
- TfNSW Safety and Environmental Incident Report 90-FT-002
ANNEXURE C – Principal’s Communications Quality Checklist
Principal's Communication Quality Checklist

This quality checklist must be completed and attached with all draft written communication provided to Principal's Representative for review/approval.

Communication title:

Objective of communication (i.e. general update, advise of out-of-hours work etc):

Date of submission to Principals Representative: ________________________________

Date distribution to commence: ________________________________

Proposed start date of any new works requiring 10 to 14 days notice: ________________________________

Time period notification covers: ________________________________

<table>
<thead>
<tr>
<th>Review/approval</th>
<th>Name/Position</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Author</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reviewed by</td>
<td></td>
<td></td>
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<tr>
<td>Approval by Principal's Representative</td>
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<td></td>
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</tbody>
</table>

Checklist

<table>
<thead>
<tr>
<th>Content and context</th>
</tr>
</thead>
</table>
| **Content**: Does the communication clearly provide:

  - A description of each activity/event?
  - The dates, times and duration of each activity/event?
  - The location of each activity/event?
  - Information explaining the need for each activity/event?
  - Information about the impact to the community (e.g. audible works) of each activity/event?
  - Information about proposed mitigation measures to manage these impacts?

<table>
<thead>
<tr>
<th><strong>Distribution</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the proposed distribution area attached?</td>
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</table>

<table>
<thead>
<tr>
<th><strong>Out-of-hours works/road traffic impacts (if applicable)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Are the details in the notification consistent with the out-of-hours/traffic works application(s) submitted?</td>
</tr>
<tr>
<td>Have the works been approved by all relevant parties (including Council or RMS if necessary)?</td>
</tr>
<tr>
<td>For all unapproved works, have the words 'subject to approval' been included?</td>
</tr>
<tr>
<td>Has justification been provided for the need for out-of-hours works?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Monthly construction notifications</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Have details about all current/ongoing/upcoming works been included?</td>
</tr>
<tr>
<td>Will an additional, more detailed notification need to be distributed closer to the date? If yes, when will the subsequent notification be distributed?</td>
</tr>
<tr>
<td>Checklist</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td><strong>Is the communication consistent with other information issued to the community/stakeholders?</strong> List in comment field where appropriate other related existing/upcoming communications (i.e. advertisements, posters, signs etc.).</td>
</tr>
<tr>
<td><strong>Style and structure</strong></td>
</tr>
<tr>
<td><strong>Is this communication tool the best way of communicating this information to the target audience?</strong></td>
</tr>
<tr>
<td><strong>Have any other additional or alternative methods been considered or implemented? If so, please list.</strong></td>
</tr>
<tr>
<td><strong>Is the most important information positioned at the beginning of the document?</strong></td>
</tr>
<tr>
<td><strong>Are the messages clear and consistent with agreed project messages?</strong></td>
</tr>
<tr>
<td><strong>Has construction terminology been detailed in layman’s terms?</strong></td>
</tr>
<tr>
<td><strong>Supporting graphics: If a map is included (where required):</strong></td>
</tr>
<tr>
<td><strong>Is the graphic easy to understand?</strong></td>
</tr>
<tr>
<td><strong>Are the key items, work areas, detours and/or landmarks referred to in the text easily identified?</strong></td>
</tr>
<tr>
<td><strong>Is there a legend if applicable?</strong></td>
</tr>
<tr>
<td><strong>Design:</strong></td>
</tr>
<tr>
<td><strong>Has the entire document been reviewed for correct spelling and grammar?</strong></td>
</tr>
<tr>
<td><strong>Is the document easy to read and professionally presented?</strong></td>
</tr>
<tr>
<td><strong>Are the words in the document both clear and used consistently, that is, with no jargon or repetition?</strong></td>
</tr>
<tr>
<td><strong>Is the document consistent with the TNSW Style Guide?</strong></td>
</tr>
<tr>
<td><strong>Record Keeping:</strong></td>
</tr>
<tr>
<td><strong>Has this document, together with the final proof of the activity, distribution date and distribution area been saved into the CMS by the Contractor?</strong></td>
</tr>
</tbody>
</table>

Once approved, the communication material should be recorded into the CMS. A copy of the final communication material must be provided to the Principal’s Representative before the communication material is distributed.
ANNEXURE D – Principal’s Process for Approval of Routine Correspondence (flyers, notices, advertisements etc)
Principal’s process for Approval of Routine Correspondence

Contractor drafts correspondence in accordance with the Contract requirements and reviews against Principal’s Communications Quality Checklist.

Contractor forwards draft correspondence with proposed distribution area and completed quality checklist to Principal’s Representative via email at least 5 Business Days before commencement of the 10 to 14

Principal’s Representative reviews/corrects (or approves) copy, distribution zone and timeframe, and sends back to Contractor within 24-48 hours.

Contractor to correct copy and send revised draft to Principal’s Representative within 24 hours of receipt.

Principal’s Representative to review/correct or sign off within 24 hours of receipt and send back to the Contractor.

Contractor to scan final copy of correspondence and enter into CMS together with any relevant documentation.

Contractor sends final approved copy to Principal’s Representative and issue correspondence as required.
ANNEXURE E – Procedure for Accessing Private Property

Also including:

(a) template letter to owner
(b) template introduction letter
(c) template thank you letter
Procedure for Accessing Private Property

Aim
These procedures have been developed to ensure a consistent and professional approach is adopted by Transport for NSW ("TfNSW") staff and contractors when seeking access to private properties.

Scope
These procedures must be implemented when seeking access to private property to conduct field work. Separate procedures have been developed for accessing private property to conduct property/building condition surveys.

Field work may occur during the feasibility and planning stages of a project (including the environmental assessment phase) as well as the construction stage. Activities which may require access to private property include noise monitoring, flora & fauna surveys, heritage surveys, flooding surveys, geotechnical investigations and services location.

Procedures
Specific procedures must be followed prior to visiting the property, during the visit and following the visit. These procedures apply to all TfNSW staff and contractors.

(a) Prior to the visit
   - Send a letter to the property owner at least one week prior to commencing field work to seek permission to access their property. The letter should provide details of the project, explain why the field work needs to be conducted, who will conduct the field work and what is involved. The letter should be on TfNSW letterhead and must be approved by the Director Public Affairs or nominated representative (see sample letter in Attachment A).
   - Contact the property owner by telephone 2 to 3 days after sending the letter to request permission to enter their property and discuss any special conditions of entry they may have. Provide details of the expected day/time of visit and ask the owner if they wish to be home as a condition of entry. Ensure all specific requirements are clearly documented. Ensure details of owners refusing permission are clearly documented. This telephone call can be made by TfNSW or the Contractor's community relations manager.
   - Brief the field staff on which property owners have/have not provided permission and any specific conditions of entry.
   - Prepare an introduction letter for the field staff to carry on the day of the visit, advising the property owner that they are authorised to carry out the field work on behalf of TfNSW, and who to contact if they have any concerns (see sample letter in Attachment B).

If it is not possible to make contact with the property owner prior to the field visit, follow the procedures specified under the heading 'During the visit' below.

(b) During the visit

If the owner has already given permission:
   - Knock on the property owner's door to notify of your arrival. Show the owner photo identification and the letter of introduction from TfNSW and
then proceed with the field work. When completed, knock on the door to announce your departure.

- If the owner is not home, and they previously gave permission for field work to be conducted without being present, leave the letter of introduction, including the time and date of the visit, in the letterbox and proceed with the field work.
- If the owner is not home and did not previously give permission to carry out the field work without being present, leave the property immediately. Leave a copy of the original letter from TfNSW in the letterbox, with a note attached advising the property owner that you visited and asking them to make contact.

If prior contact has not been made with the owner:

- If the person who answers has not previously given permission to access the property, ask if they recall receiving a letter from TfNSW. Explain the purpose of your visit and request permission to conduct the field work. Please note that permission cannot be given by a minor or a tenant. Ensure the person you are talking to is the owner, or ask for the owner's contact details.
- If the owner is not home and did not previously give permission to carry out the field work without being present, leave the property immediately. Leave a copy of the original letter from TfNSW in the letterbox, with a note attached advising the property owner that you visited and asking them to make contact.

(c) After the visit

- Advise the Principal's Representative of any issues which emerged during the field work, such as enquiries or complaints made by owners, tenants or neighbours.
- Send the property owner a letter confirming that the field work has been completed and thanking them for their cooperation (see sample letter in Attachment C).

Protocols

The following protocols should be followed by all staff and contractors at all times.

- Log all contacts made with property owners through the process into the CMS.
- Do not enter any properties for which entry has been refused.
- Always knock on the door to announce your arrival and departure, even if the owner has previously provided permission to access the property.
- Always wear photo ID and carry a letter of introduction from the Principal when conducting field work on private property.
- Always leave gates and entrances the way they were found. If a gate is padlocked, do not enter.
- If someone asks you to leave the property, do so without argument.
- Always be courteous and polite to property owners, tenants and neighbours.
- If someone asks you for any information about the project, ask them to ring the TfNSW infoline on 1800 684 490.
Do not give any results or data collected during the survey to the property owner/tenant.

Further information

Please contact the TfNSW Public Affairs Directorate on 9200 0265 for any questions relating to these procedures.
Attachment A – Sample Letter to Owner

Dear (insert name),

Proposed [Insert Program/Project] – Request for property access for field investigations

I am writing to request temporary access to your property to undertake field investigations for the proposed [Insert Program/Project] ("Project"). Transport for NSW ("TfNSW") has recently engaged xxxx to prepare an Environmental Assessment for the Project. As part of the Environmental Assessment, xxxx will carry out field investigations to complete noise, flooding, heritage and flora and fauna studies.

To carry out these investigations, xxxx and its sub-consultants require access to a number of private properties in the area surrounding the proposed Project. As your property at (insert address) is in the field study area, I am seeking permission for xxxx (or its sub-consultants) to temporarily access your property on up to four occasions over the coming months.

The visits would be used to collect data, but this would not require any ground disturbance at your property.

Access would be required during the day. The length of each visit will vary according to the size and features of your property, but should not take longer than a few hours. Access inside your home is not necessary so you would not be required to be in attendance.

A representative from xxxx will contact you by telephone in the next week to confirm your decision regarding access to your property. If you agree to provide access, they will discuss with you the expected date of the visits and any specific instructions you may have regarding access.

Enclosed for your information is a copy of a Planning Update that was recently distributed to the area. The update contains information about the preferred route and the planning process for the SWRL.

If you have any questions about the field investigations, or any other aspect of the Project, please contact TfNSW on 1800 684 490.

Yours sincerely,

xxxxx

Technical Director Project Communications

[insert date of issue]
Attachment B – Sample Introduction Letter

To the property owner

Proposed [Insert Program/Project] – Field investigations

Thank you for allowing access to your property for field investigations associated with the Environmental Assessment for the proposed [Insert Details] ("Project").

Transport for NSW ("TfNSW") has engaged xxxxx to prepare the Environmental Assessment, and a number of specialists will also be engaged to undertake investigations.

This letter is to introduce a representative(s) of xxxxx, who will be undertaking flora and fauna assessments for the proposed Project.

The representative(s) will not require access inside your home, and will be carrying photo identification to confirm their identity.

If you have any questions or concerns regarding the field investigations, please contact TfNSW on 1800 684 490.

Thank you for your cooperation and assistance.

Yours sincerely

xxxxx
Technical Director Project Communications
[insert date of issue]
Attachment C – Sample Thank You Letter

Dear (insert name)

Proposed [Insert Program/Project] – Property access for field investigations
Thank you for allowing access to your property for field investigations associated with the Environmental Assessment for the proposed [Insert details] ("Project").

xxxxx and its sub-consultants have recently completed flooding, non-Indigenous heritage and some ecological surveys. It was not necessary to access all properties in the area, as enough data was collected from the road or adjoining properties. If you have not received a visit from the field staff, access to your property was not required for this round of surveys.

In the coming months it will be necessary to complete a spring-time ecological survey in some areas and an Indigenous heritage survey. A representative from xxxxx will contact you before commencement of these surveys to request permission to access your property and discuss timing and conditions.

Your assistance during this field work is greatly appreciated.

If you have any questions about the field investigations, or any other aspects of the proposed Project, please contact the Project Infoline on 1800 684 490 or email mail@transport.nsw.gov.au.

Yours sincerely

XXXXX
Technical Director Project Communications
[insert date of issue]
TfNSW Standard Requirements
TSR E1 – Environmental Management

5TP-FT-304/1.0

Template - Applicable to:
Transport Projects
Quality Management System

Status: Approved
Division: Transport Projects
Version: 1.0
Date of Issue: 1 April 2012
Effective Date: 1 April 2012
Review Date: 1 April 2013
Document Owner: Technical Director Commercial
Security Classification: Open Access

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ANNEXURE A – Additional Project Requirements

ANNEXURE B – List of Reference Documents

ANNEXURE C – Environmental Records
1. Introduction

1.1. General

TSR E1 describes the environmental requirements and processes which the Contractor must comply with under the Contract. The Contractor must ensure that the requirements of the NSW Government Environmental Management System Guidelines and AS/NZS ISO 14001:2004 are implemented as they apply to the Contractor's Activities.

Where the design of any part of the Works is part of the Contractor's Activities, additional environmental requirements appropriate to design processes are detailed in TSR T1.

The environmental requirements contained within TSR E1 are in addition to any requirements prescribed in the Project Definition Documents or any Authority Approval.

1.2. User instructions

For a contract other than an Alliance contract, the definitions used in this TSR E1 have the meanings as set out in the Contract and in TSR Prelude.

For an Alliance contract, the definitions used in this TSR E1 have the meanings as set out in the Project Alliance Agreement and in TSR Prelude as well as below. Where a defined term below conflicts with a defined term in TSR Prelude the defined term below will apply:

"Authority Approval" means "Approval".

"Contract" means "Agreement".

"Contractor" means "Alliance".

"Contractor's Activities" means "Alliance Activities".

"Construction Environmental Management Plan" means "Environmental Management Plan".

"Contractor's Project Manager" means "Alliance Manager".

"Environmental Representative" means "Environmental Management Representative".

"Principal" means "TfNSW".

"Principal's Representative" means "TfNSW Representative".

"Project Definition Documents" means any or all of the following:

(a) The Project Brief;
(b) The Business Requirements Specification (BRS);
(c) The System Requirements Specification (SRS); and
(d) Any other Project Definition Phase documents provided by the Principal.

"Site" means "Project Site" or "Alliance Site" as applicable.

"Temporary Works" means "Alliance Temporary Works".

"Works" means "Alliance Works".
2. Environmental Representative

The Principal may engage an Environmental Representative or "ER" for the Project. The Contractor must work with the ER and provide the ER with access to the Site and all environmental records including those listed in TSR E1 Annexure C.

Any findings by the ER from site inspections or document reviews must be actioned within the timeframes reasonably required by the ER. The Contractor must provide written notification to the Principal's Representative that the findings of the ER have been closed out within the timeframes specified in the Contractor's Environmental Management Plan or in the inspection reports.

3. Contractor's Environmental Management System

The Contractor's "Environmental Management System" or "EMS" must remain accredited under AS/NZS ISO 14001:2004 whilst the Contractor's Activities are undertaken. In the case of an Alliance contract, the Alliance may elect to adopt the accredited EMS from TNSW, the accredited EMS from one of the NOPs or develop its own EMS. Notwithstanding, the EMS utilised must be consistent with the TNSW EMS. For the avoidance of doubt, Subcontractors are required to work under the Contractor's EMS, unless otherwise specified.

The Contractor must, in collaboration with the Principal's Representative, complete a gap analysis in order to demonstrate consistency between the Contractor's EMS and the environmental requirements of the Contract. The gap analysis must be undertaken within 40 days of the date of the Contract unless otherwise agreed by the Principal's Representative. The Contractor's Environmental Management Plan must address all findings of the gap analysis.

The Contractor must include a matrix or equivalent on how the Contractor's EMS and Construction Environmental Management Plan address the requirements of TSR E1, the Authority Approvals and any other relevant Contract requirements.

4. Construction Environmental Management Plan

4.1. Scope

The Contractor must prepare, implement, maintain and comply with a project, site-specific "Construction Environmental Management Plan" or "CEMP" that covers all the work necessary for the Contractor to fulfil its environmental obligations under the Contract. The Contractor must prepare, implement, maintain and comply with multiple CEMPs if the Site is comprised of areas in more than one location, unless otherwise agreed with TNSW.

The CEMP(s) must comply with the NSW Government Environmental Management System Guidelines and be consistent with the requirements of the Contract. The CEMP(s) should be consistent with all Authority Approvals, Environmental Assessment (EA) or Environmental Impact Statement (EIS) or Review of Environmental Factors (REF), Conditions of Approval and Statement of Commitments and must address all aspects and impacts identified in the Environmental Risk Assessment (TSR E1 Clause 7.1).

The Contractor must regularly review and update the CEMP(s) and implement additional environmental protection measures if the protection measures in the CEMP(s) are not adequate in achieving compliance with the environmental obligations under the Contract.

Each CEMP must:
(a) indicate the names, responsibilities and authorities of the site management personnel for implementing the CEMP, monitoring its effectiveness, environmental input to design, rectifying any environmental deficiencies and keeping environmental records;

(b) nominate a member of the site management team who is the authorised contact person for the Principal and the OEH for all environment related issues;

(c) identify the Contractor’s Environmental Manager who reports to the Contractor’s senior management, is suitably qualified and experienced, and has defined authority and responsibility to ensure that the requirements of the CEMP are implemented and maintained; and

(d) detail the working relationship between the designated Contractor’s Environmental Manager and other persons involved with the implementation of the CEMP including commercial, quality, program/planning, design, safety, community, construction etc.

4.2. Submission

The CEMP(s) must be submitted to the Principal’s Representative in accordance with the requirements set out in the Contract including TSR Prelude.

HOLD POINT: Commencement of any construction work (which includes Temporary Works).

SUBMISSION DETAILS: Submit the CEMP(s) documentation addressing the Contract requirements in accordance with the time frames specified in the Contract including TSR Prelude.

RELEASE OF HOLD POINT: The Principal will consider the CEMP(s) documentation and determine whether the submission adequately addresses the requirements of the Contract prior to authorising release of the Hold Point.

5. Policy

The CEMP(s) must include a Contract-specific environmental policy which commits the Contractor to meet the environmental requirements of the Contract. In the case of an Alliance, the policy must be signed by all members of the Alliance Leadership Team. For all other contracts the policy must be signed by the Contractor’s Chief Executive Officer or a person with suitable delegated authority. The policy must complement the TNSW Environmental Policy - 1TP-PO-002 and support the achievement of sustainability requirements of TSR E1 Annexure A and the Project Definition Documents.

The policy must be explained to and understood by the employees of the Contractor and Subcontractors.

6. Planning Approvals

For a contract other than an Alliance contract, the Contractor must fulfil all the conditions and requirements of the Planning Approval ("Conditions of Approval" and "Statement of Commitments") except to the extent that the Contract allocates responsibilities to the Principal. Where the Contractor is responsible and a submission to an approval Authority is required, the Contractor must provide TNSW with a submission for review in accordance with the requirements set out in the Contract prior to issue to the relevant approval Authority. TNSW will provide comments to the Contractor within the timeframe specified in the Contract.
The Contractor is to address any comments and provide a final submission to TfNSW with a request to forward to the relevant Authority. It should be noted that TfNSW reserves the right to provide additional comments to the Contractor should the previous comments not be adequately addressed or additional information has been provided. The Contractor is not to communicate (phone, mail, email etc) directly with approval Authorities unless written consent is provided by TfNSW, and a communications protocol has been established.

In the case of an Alliance contract, the Alliance must fulfil the requirements set out in the PAA and TSR E1 Annexure A with respect to the following:

(a) Identifying and obtaining all necessary Approvals; and
(b) fulfilling all the conditions and requirements of the Planning Approval (Conditions of Approval and Statement of Commitments).

For all contracts, the following requirements also apply:

(c) Consistency checklists, in the format provided by TfNSW unless otherwise agreed, are to be completed by the Contractor and provided to TfNSW for approval in circumstances where project works are likely to deviate from the approved project.
(d) Should the Works be found not to be consistent with the approved project, the Contractor may request TfNSW seek a project modification. Under such circumstances, it is the Contractor’s responsibility to provide the necessary reports, studies and final submission to TfNSW to justify the modification.
(e) Compliance with Planning Approvals will be tracked through PECOMS (refer Section 12).

7. System planning

7.1. Environmental Risk Assessment

The Contractor must undertake a comprehensive and site-specific “Environmental Risk Assessment” in conjunction with the Contractor’s construction personnel and the Environmental Representative, prior to the commencement of early works (including pre-construction works). Note that a staged risk assessment may be considered on agreement with TfNSW. This risk assessment must identify the environmental aspects and actual and potential environmental impacts of the Contractor’s Activities and the control measures that are required to be implemented in order to provide environmental protection in accordance with the requirements of the Contract.

With respect to the Site (and where the Site is at more than one location, for each part of the Site), this risk assessment is to include:

(a) noise and vibration;
(b) air quality, including dust;
(c) soil and water management;
(d) waste management;
(e) contamination;
(f) Aboriginal and non-Aboriginal heritage;
(g) flora and fauna; and
(h) traffic and pedestrian management.
7.2. TfNSW Sustainability requirements

The Contractor must:

(a) comply with the TfNSW Sustainable Design Guidelines - 7TP-ST-114 as applicable to the Contractor’s Activities;

(b) comply with the Project-Specific Sustainability Requirements listed in TSR E1 Annexure A;

(c) submit a completed checklist provided in electronic format (supplied by TfNSW) confirming compliance with the requirements of the TfNSW Sustainable Design Guidelines - 7TP-ST-114 and/or the Project Specific Sustainability Requirements at the intervals listed in TSR E1 Annexure A;

(d) ensure that the Contractor’s Activities are consistent with the principles of Ecologically Sustainable Development as outlined in the Protection of the Environment Administration Act 1991;

(e) prepare a greenhouse gas inventory report in accordance with TfNSW’s Greenhouse Gas Inventory Guide for Construction Projects at SDR stage of the detailed design (refer to TSR T1) calculating the total estimated carbon footprint for all construction activity associated with the Works. The inventory report must nominate all the initiatives that will be implemented to reduce the Project’s overall carbon footprint (examples include the selection of construction materials and the creation of suitable offsets). Where the Project Definition Documents specify that renewable energy initiatives are required as part of this Contract, the estimated savings in greenhouse gas emissions during construction may be nominated as an appropriate initiative. The information provided in the inventory report will be used to inform the development of a Climate Change Impact Assessment Report to be produced by the Principal. The inventory report must be updated at CDR stage of the detailed design and upon Final Completion; and

(f) implement a greenhouse gas reporting regime tracking Scope 1, 2 & 3 emissions generated during construction in accordance with Australian Standard 14064.1-2006 and the Greenhouse Gas Protocol at the commencement of construction and submitted to the Principal on a six (6) monthly basis.

7.3. Environmentally Sensitive Areas

The Contractor must ensure that the details and locations of environmentally sensitive areas are clearly identified and specific protection measures communicated through:

(a) use of Environmental Control Maps (TSR E1 Clause 7.4);

(b) use of Environmental Design Constraints Map (TSR E1 Clause 7.5);

(c) site inductions and site-specific training (e.g. toolbox talks); and

(d) inspections, work plans and physical marking (if possible).

More regular and rigorous monitoring and inspection may be required to ensure that environmental protection measures are effective for environmentally sensitive areas. Environmentally sensitive area monitoring must be included in a project-wide environment monitoring program.
7.4. Environmental Control Maps

The Contractor must develop, implement and maintain "Environmental Control Map(s)" or "ECM(s)" in accordance with TNSW Guide to Environmental Control Map - 3TP-SD-015. An ECM is a document prepared to assist in the planning and delivery of construction works. An ECM must be specific to a work area and/or work activity. The ECM is to identify the location of physical environmental protection measures, work method controls and monitoring requirements to minimise the impact of construction activities on the environment and community in and adjoining a specific work area or work activity.

Each ECM must be prepared as a map, suitably enlarged (e.g. A0 size) for mounting on the wall of a site office. Training in the interpretation and use of the ECM by all site personnel must be included in site inductions.

The Contractor must submit to the ER draft copies of the ECMs for review and approval prior to the implementation of the ECM.

The Contractor must regularly review and update the ECMs to incorporate works progression and changing site characteristics and implement additional environmental protection measures if the protection measures in the ECMs are not adequate in achieving compliance with the environmental obligations under the Contract.

7.5. Environmental Design Constraints Map

The Contractor must develop an "Environmental Design Constraints Map(s)" or "EDCM(s)" in accordance with TNSW Guide to Environmental Design Constraints Map - 4TP-SD-018 clauses 1, 2 and 3.

The Contractor must submit to the ER draft copies of the Environmental Design Constraints Maps for review and approval prior to the implementation of the Environmental Design Constraints Maps.

The Contractor must regularly review and update the EDCMs to incorporate works progression and changing site characteristics and implement additional environmental protection measures if the protection measures in the EDCMs are not adequate in achieving compliance with the environmental obligations under the Contract.

8. Implementation

8.1. Resources and Responsibilities

The Contractor must provide sufficient resources on-site and off-site to ensure effective implementation of the CEMP(s).

The Contractor's Environmental Manager is to be based on site and be present during all inspections undertaken by the ER.

8.2. Environmental Requirements as Part of Site Inductions

The Contractor must ensure its employees and the employees of Subcontractors engaged in carrying out the Contractor's Activities on the Site are inducted and trained in the environmental requirements of the Contract to achieve a level of awareness and competence appropriate to their assigned activities.
The Contract-specific environmental policy and ECM(s) must form part of the site induction.

The environmental requirements of the induction must include training of relevant persons in the efficient use of plant and materials to minimise all potential environmental impacts including noise, air pollution, water pollution, waste, contamination and hours of work and any other medium to high aspects identified by the risk assessment.

Any person who has not been inducted must not work on the Site.

8.3. Competence, Training and Awareness

The CEMP(s) must include a site-specific training program (e.g. toolbox talks). The site-specific training is to cover all relevant environmental issues and must include direction on the proper implementation and maintenance of erosion and sedimentation controls, out-of-hours works, sensitive receivers and environmental sensitive areas/aspects.

The CEMP(s) must include a training plan (or cross reference to a separate training plan) that describes the minimum level of training, experience and qualifications required for employees of the Contractor and Subcontractors, scheduled dates for training and procedures for training.

The Contractor must establish and maintain a register of environmental training carried out including dates, names of people who have completed the training and details of the trainer.

8.4. Notification of Incidents

All environmental incidents and non-compliances must be reported to the Principal’s Representative in accordance with Environmental Incident Classification and Reporting - STP-PR-105.

8.5. Emergency Planning and Response

In respect to emergency planning and response the Contractor must comply with AS/NZS ISO 14001:2004 (specifically Clause 4.4.7) and the relevant parts of TSR S1 and TSR C1. A program of environmental incident simulation drills should be prepared, with an environmental scenario drill to be run at least annually. The environmental scenario drill may be undertaken in conjunction with the requirements to test the Site Emergency and Crisis Management Plan as set out in TSR S1.

Each CEMP must also include the following details:

(a) a list of emergency response personnel with contact details and a 24 hour contact number;
(b) a list of resources (addressing both physical and human resources) with a description of their function and their contact details (or location in relation to physical resources) that will be made available immediately in the event of an environmental incident;
(c) details of emergency services including specialist environmental response organisations that may be required (e.g. emergency containment and clean up);
(d) clear communication strategy in the case of an emergency;
(e) details of immediate containment measures to be implemented in the event of an emergency situation;
(f) the location of the material safety data sheets;
(g) the location of all emergency response equipment; and
(h) notification requirements to relevant public authorities.

8.6. Subcontractor Requirements

The Contractor must comply with the requirements of TSR Q1 for the engagement of Subcontractors.

The Contractor must:

(a) include environmental management requirements and conditions consistent with the Contract in the planning, selection and management of Subcontractors;
(b) ensure Subcontractors are advised in writing of the relevant Planning Approval conditions or requirements and, if relevant to the Works, the EPL conditions and any other applicable Authority requirements prior to commencing any work;
(c) undertake a review of Subcontractors' documentation to verify compliance with the requirements of the Contractor's Activities to be subcontracted and ensure that the documentation complies with the CEMP(s); and
(d) undertake appropriate monitoring of each Subcontractor's environmental protection measures to ensure that the specified environmental protection requirements are effectively implemented and maintained.

8.7. Out-of-Hours Work

The standard construction hours for the Project are as set out in the Project Approval and the EPL (if applicable) for the works or in the General Conditions.

The Contractor is responsible for ensuring that any changes to the working hours comply with all relevant Authority Approvals and requirements of an EPL (if applicable).

The Contractor must include in the CEMP(s) a procedure for notifying the Principal, the community, OEH (if this is a requirement), and all relevant Authorities in advance of any proposed additional hours of work.

The Contractor is to comply with and incorporate the requirements of the TNSW Construction Noise Strategy - 7TP-ST-157 and TNSW Out-of-Hours Assessment - 3TP-PR-065 in the Contractor's procedure, and the applicable Out-of-Hours Work Application Form (EPL Variation NOT Required) - 9TP-FT-079 or Out-of-Hours Work Application Form (EPL Requirements) - 9TP-FT-080 is to be used.

The Contractor must also develop and maintain an Out-of-Hours Work Application register.

8.8. Dust and Air Management

The Contractor must take all reasonable steps to minimise dust and air pollution arising from the Contractor's Activities. Mitigation measures must be implemented and may include, but are not limited to:

(a) ensuring that all loads entering or leaving the Site are covered;
(b) ensuring that adequate truck and equipment washing facilities are in place;
(c) ceasing works when conditions are excessively dusty until dust suppression can be adequately carried out;
(d) maintaining vegetation as long as possible prior to clearing;
(e) revegetating as soon as possible after or, where possible, during works, including use of interim sterile cover crops; and
(f) regular watering of substrates and temporary access roads.

The preferred mitigation measures must be documented in the CEMP.

8.9. Water, Erosion and Sediment Management

The Contractor must supply, install and maintain adequate stormwater and runoff controls in accordance with "The Blue Book" (Managing Urban Stormwater: Soils and Construction 2004 - 4th Edition (Landcom/Department of Housing)), which may include:
(a) appropriate erosion controls;
(b) appropriate sediment controls;
(c) appropriate water management controls; and
(d) strict containment of washed-down concrete trucks and pumps.

Proposed mitigation measures must be implemented and documented in the CEMP. The Contractor must undertake daily inspections to verify the adequacy of its environmental control measures, document these inspections and retain a record at the Site.

The Contractor's Project Manager and Environmental Manager must attend a half-day training session undertaken by the Principal's Representative associated with water, erosion and sediment management.

The Contractor must include in the CEMP a procedure for water discharge and reuse. The procedure must be consistent with TNSW Water Discharge and Reuse Guideline - 7TP-ST-146.

8.10. Aboriginal and Non-Aboriginal Heritage Management

Any identified Aboriginal or non-Aboriginal heritage/archaeological items on the Site and the requirements to mitigate any construction impacts to them are described in TSR E1 Annexure A.

If previously unidentified Aboriginal or non-Aboriginal heritage/archaeological items are uncovered during the Contractor's Activities, the Contractor must immediately cease all works in the vicinity of the find and advise the Principal’s Representative of the find. The Contractor must erect a fence/barrier around the area if the Contractor proposes to continue the construction of any other works on the Site. Contractor’s Activities within the fenced/barricaded area defining the find must not re-commence until clearance has been received from the Principal’s Representative.

8.11. Flora and Fauna

Trees and vegetation within the Site area which may be removed are described in TSR E1 Annexure A.

Prior to any clearing, trimming, cutting, pruning or removal of any vegetation, the Contractor is to appropriately mark all vegetation proposed for removal and retention (respectively) in
accordance with TSR E1 Annexure A. Clarification is to be sought from the Principal’s Representative regarding the removal/retention status of any unmarked residual vegetation not identified in TSR E1 Annexure A prior to any removal of such unmarked residual vegetation.

Where required, the Contractor must protect any vegetation and trees to be retained in accordance with measures set out in the CEMP. Trees in close proximity to the Contractor’s Activities must be protected with timber post and wire, or other sturdy protective measure.

In the event of physical damage to any tree to be retained, the Contractor must promptly engage the services of a qualified arborist to inspect the damage and recommend a progressive course of action to be taken by the Contractor to rectify the damage.

If the Contractor considers it necessary to trim, cut, prune or remove any vegetation which does not have planning approval for removal shown or is listed as being retained, the Contractor must obtain written approval from the Principal’s Representative prior to carrying out the work using TNSW Application for Removal or Trimming Vegetation (not identified in the Environmental Approval) - 9TP-FT-078.


Construction hazard and risk issues associated with the use and storage of hazardous materials must be addressed in the CEMP and be consistent with TNSW Chemical Storage and Spill Response Guidelines - 9TP-SD-066. These measures must include:

(a) recognition and compliance with applicable Australian/ISO Standards, and relevant guidelines issued by OEH.

(b) the storage of hazardous materials, and refuelling/maintenance of Construction Plant and equipment to be undertaken in clearly marked designated areas that are designed to contain spills and leaks;

(c) spill kits, appropriate for the type and volume of hazardous materials stored or in use, to be readily available and accessible to construction workers. Kits to be kept at hazardous materials storage locations, in site compounds and on specific construction vehicles. Where a spill to a watercourse is identified as a risk, spill kits to be kept in close proximity to potential discharge points;

(d) all hazardous materials spills and leaks to be reported to the Principal’s Representative and actions to be immediately taken to remedy spills and leaks; and

(e) training in the use of spill kits to be given to all personnel involved in the storage, distribution or use of hazardous materials.

8.13. Construction Noise Strategy

The Contractor must ensure that its programming, planning, work methods, equipment and processes comply with the noise and vibration requirements specified in the Authority Approvals and Section 3 of TNSW Construction Noise Strategy ("CNS").

The Contractor must predict and monitor the construction noise and vibration impacts of the Contractor’s Activities in accordance with the CNS and any requirements of the Planning Approval and the EPL (if applicable). In the event that these impacts are predicted to exceed the noise or vibration objectives defined in Section 5.2 of the CNS, then the Contractor must design and implement mitigation measures in accordance with Section 5 of the CNS.

Wastes created during the Works must be managed in accordance with all applicable law. Measures to be implemented by the Contractor must include:

(a) management of wastes during construction in accordance with the NSW Government’s Waste Reduction and Purchasing Policy (WRAPP);

(b) application of the waste minimisation hierarchy principles of avoid/reduce/re-use/recycle/dispose;

(c) disposal of any waste material that is unable to be re-used, re-processed or recycled at a facility approved to receive that type of waste;

(d) procedures for classifying waste in accordance with OEH's Waste Classification Guidelines July 2009;

(e) procedures for the recovery of resources from waste where this is beneficial and does not harm the environment or human health, in accordance with the 'resource recovery exemptions' under clause 51 of the Protection of the Environment Operations (Waste) Regulation 2005;

(f) installation of segregated bins for recyclable materials and provision for material to be reused or recycled wherever possible;

(g) the disposal of chemical, fuel and lubricant containers and solid and liquid wastes in accordance with applicable OEH guidelines; and

(h) reporting biannually, in the first two weeks of July and of January for the proceeding 6 month period (i.e. January to June and July to December respectively) to the Principal’s Representative on the amount of material generated, the amount recycled and the amount purchased with recycled content as part of the Project using the format and tables contained in Part C and Part D of the NSW Government Waste Reduction and Purchasing Policy (WRAPP) - Guidelines to Assist Reporting WRAPP progress for 2005-2007.

The CEMP must document proposed waste management measures and must demonstrate the manner in which a target of at least 90% of construction waste generated during site preparation and construction of projects must be diverted from landfill and either recovered, recycled or reused. In addition, the CEMP must address how 100% of usable spoil material will be recovered for beneficial use.

8.15. Complaints

Complaints received by the Contractor from any source in relation to environmental issues are to be handled, recorded and reported in accordance with TSR C1 and the project EPL (if applicable). The Contractor must also notify the Principal’s Representative (or nominated delegate) and the ER of any environmental complaints received.

8.16. Pre-Construction Minor Works Approval

Using the TfNSW form Pre-Construction Minor Works Approval - 9TP-FT-202 the Contractor must submit the details of any pre-construction works to the Principal’s Representative for review and approval at least 10 Business Days prior to the commencement of such works. All supporting documentation must be attached and pre-construction activities must comply with the requirements of the Authority Approval. Pre-construction works may not commence until approval is given by the Principal's Representative.
9. **Environmental Inspections, Monitoring and Reporting**

The CEMP(s) must document a procedure to verify that the Works are compliant with the requirements of the Contract and all Authority Approvals.

The Contractor must:

(a) include daily surveillance and periodic and planned inspections (both physical and desk-top type reviews) to verify the adequacy of controls for all environmental aspects of the Works and document these via inspection records;

(b) include planned internal reviews environmental documents that make up the EMS, e.g. management plans, procedures, forms etc;

(c) Include planned reviews of Subcontractor systems and works, including off-site inspections as appropriate;

(d) document ITPs and ITP forms (or equivalent to the satisfaction of the Principal’s Representative) for all inspections and testing required for the Works in accordance with TSR Q1; and

(e) immediately notify the Principal’s Representative in writing of any breach or nonconformity as a result of the Contractor’s Activities.

10. **Principal Raised Nonconformity, Corrective Action and Preventative Action**

The Principal’s Representative may raise a TfNSW [Environmental Incident/Non-Compliance Report - 9TP-FT-101](#) or TfNSW [System Deficiency Notice - 9TP-FT-032](#). Upon issue of a TfNSW Environmental Non-Compliance Report or TfNSW System Deficiency Notice, the Contractor must deal with and close-out the non-compliance or deficiency under its own system. The TfNSW Environmental Non-Compliance Report or TfNSW System Deficiency Notice must be completed by the Contractor and returned to the Principal’s Representative within 24 hours and 48 hours respectively, unless otherwise agreed with the Principal’s Representative.

The requirements of AS/NZS ISO 9001 and TSR Q1 (clauses relating to control of nonconforming product and improvement) apply to TSR E1 for the identification, management and addressing of environmental nonconformance, corrective action and preventative action.

11. **Control of Environmental Records**

The Contractor must comply with AS/NZS ISO 14001:2004 Clause 4.5.4 Control of Records.

The Contractor must demonstrate compliance with its contractual environmental obligations through concise and appropriately detailed environmental records that include (without limitation):

(a) details of qualifications of personnel;

(b) design review records (where applicable);

(c) monitoring and inspection reports;

(d) induction and training records;

(e) reports of environmental issues, incidents and complaints and action taken to rectify these;
(f) internal and external audit reports;
(g) evidence of action taken as a result of a recommendation from such meetings;
(h) records of subcontractors monitoring their own activities;
(i) records of the Contractor monitoring the subcontracted activities;
(j) non-conformance and corrective action records; and
(k) risk management records.

The Contractor must retain all environmental records for a period of no less than 5 years from the Date of Completion.

The Contractor must provide the Principal's Representative with copies of the environmental records stated at TSR E1 Annexure C. For those records not required to be stored on-site, they must be forwarded to the Principal's Representative within 3 Business Days of the request.

12. Planning and Environmental Compliance Monitoring System (PECOMS)

The Planning and Environmental Compliance Monitoring System (PECOMS), is the system developed and used by the Principal to monitor compliance with the conditions of all licences, permits and approvals of its projects.

Where nominated in TSR E1 Annexure A, the Contractor is required to use PECOMS to undertake self-regulation to confirm that project activities are compliant with the Authority Approval, OEH Licence and the conditions of any other approvals. Where nominated in TSR E1 Annexure A, the Contractor must implement a PECOMS reporting structure in addition to any other reporting requirements for the Contract and follow the applicable parts of TfNSW Guide to Compliance Monitoring and Reporting using PECOMS - 9TP-SD-012.
ANNEXURE A – Additional Project Requirements
Additional Project Requirements

A1 Planning and Environmental Compliance System (PECOMS)

<table>
<thead>
<tr>
<th>Applies?</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Mentioned in TSR E1 Clause 12</td>
</tr>
</tbody>
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Implement and utilise a PECOMS reporting structure in addition to any other reporting requirements (Note: “Yes” applies if “Applies?” is left blank)

A2 Project-Specific Sustainability Requirements (TSR E1 Clause 7.2)

(a) Reduce waste to landfill: Ensure that at least 90% of construction waste generated during site preparation and construction is diverted from landfill and either recycled or reused.

(b) Segregation of waste: Enable waste segregation by including space for the collection and segregation of waste with appropriate marking (e.g. signage) and controls (e.g. lockable lids), located away from sensitive receptors (e.g. water courses).

(c) Reuse construction waste: Maximise reuse of steel, concrete, copper, masonry and other demolition waste materials.

(d) Classification of waste: All waste is to be assessed, classified, managed and disposed of in accordance with Waste Classification Guidelines (DECCW 2008)

(e) Tracking of waste: All waste is to be tracked to final destination and waste handling is to be audited at appropriate intervals.

A3 Compliance with the Project-Specific Sustainability Targets (TSR E1 Clause 7.2)

The Contractor must submit the completed checklist (refer TSR E1 Clause 7.2) in electronic format (supplied by TfNSW) at the following intervals:

(a) Prior to the commencement of the removal works;
(b) 2 monthly intervals during construction; and
(c) at Completion.

A4 Additional Project-Specific Reporting Requirements

Prior to the commencement of works, the Contractor must submit to Principal’s Representative for review and approval in accordance with the requirements set out in the Contract the following reports:

(a) Traffic, Transport and Access Management Plan

(b) Heritage Management Plan
(c) Noise and Vibration Management Plan
(d) Urban Design and Landscape Plan
(e) Water and Soil Management Plan
(f) Air Quality Management Plan
(g) Waste Management Plan
(h) Community and Stakeholder Management Plan

A5 Aboriginal and Non-Aboriginal Heritage Management (TSR E1 Clause 8.10)
The following heritage items are known to be located in or adjacent to the site (refer to Figure 8.1 of the Review of Environmental Factors):

1. Pyrmont Bridge
2. Darling Harbour Rail Corridor
3. Power House Museum, 500 Harris St
4. Paddy's Market façade
5. Former Post Office stores street facades, 68 Harbour St
6. Former Hydraulic Pump Station, Pier St
7. Commerce Buildings, 345B-353 Sussex St
8. Buckle Chambers, 53-55 Liverpool St (1 Douglas St)
9. Former warehouse, 76-78 Liverpool St
10. Former commercial building façade, “Danchen House”, 545-553 Kent St
11. Retail Terrace, 69-79 Liverpool St
12. Sir John Young Hotel, 557-559 George St
13. Spanish Club, 88 Liverpool St
14. Former ANZ Bank, 553-555 George St
15. Century Hotel, 640-642 George St
16. Brickfield Place, 98-112 Liverpool St
17. Commercial building “Fayworth House”, 379-383 Pitt St
18. Former Lismore Hotel façade, 343-357 Pitt St
19. Sydney Water building (349-341 Pitt St), 115-119 bathurst St
20. Edinburgh Castle Hotel, 294-331 Pitt St
21. Former community building “YMCA”, 323-331 Pitt St
22. Commercial building “International House”, 284-292 Pitt St
23. School building “Lincoln Building”, 280-282 Pitt St
24. Pitt Street Uniting Church, 264A Pitt St
25. Community building “Pilgrim House”, 262-264 Pitt St
26. Criterion Hotel, 258-260 Pitt St
27. Commercial building “National Building”, 248A-250 Pitt St
28. Former School of Arts, 275 Pitt St
29. The Marble Bar interior, 259 Pitt St
30. Commercial building “Banking House”, 226-230 Pitt St
31. Commercial building “Simpson House”, 249-251 Pitt St
32. Community building “City Tattersalls Club”, 202-204 Pitt St
33. Community building “City Tattersalls Club”, 198-200 Pitt St
34. Commercial building “Merivale Building”, 194 Pitt St
35. Former bank façade and external walls “London House”, 192-192A Pitt St
36. Former Tatler Hotel façade, 432-434 George St
37. State Theatre, 49-51 Market St
38. Commercial building “Gowings”, 452-456 George St
39. Commonwealth Bank, 423-427 George St
40. Queen Victoria Building and Arcade, 429-481 George St
41. Former warehouse, “Archway Terrace”, 26-32 Market St
42. Hay Street Stormwater Channel
43. Pier St Precinct – Archaeological Remains
44. Water Cooling System – Ultimo Power Station
45. Special Area 2 York St
46. Special Area 4 Haymarket

In addition to all other measures required by this Contract, the following measures are required, where applicable, to mitigate any construction impacts to these heritage items:

(a) In the event that any pile caps are to be removed or other works requiring significant excavation, the Contractor may be required to obtain an excavation permit under Section 140 of the Heritage Act 1977.

(b) Archaeological monitoring would also be required if any excavation is proposed within the archaeological precinct of the Darling Harbour Rail Corridor, the Pier St Precinct – Archaeological Remains, the Water Cooling System – Ultimo Power Station.
(c) If any heritage item or artefact is found, all works must cease and the Contractor must erect a fence/barrier around the relevant area of the Site if the Contractor proposes to continue the construction of any other part of the Works on the Site. The Contractor must thereafter follow all directions of the Principal’s Representative and the archaeologist. Works within the fenced/barricaded area defining the find must not re-commence until clearance has been received from the Principal’s Representative and the archaeologist.

The above measures must be implemented through the CEMP.

**A6 Vegetation Protection (TSR E1 Clause 8.11)**

Trees along Darling Drive may need to be removed or pruned to facilitate removal of the monorail track. Trees on Market St are not to be removed although some pruning may be required. For further details on the proposed treatment of trees along the monorail route, refer to Section 10.3 of the REF.

No trees or vegetation are to be pruned or removed without the prior approval of the Principal.
ANNEXURE B – List of Reference Documents
List of Reference Documents

- NSW Government Environmental Management System Guidelines
- NSW Government Waste Reduction and Purchasing Policy
- Protection of the Environment Administration Act 1991
- Protection of the Environment Operations (Waste) Regulation 2005
- TfNSW Application for Removal or Trimming Vegetation (not identified in the Environmental Approval) - 8TP-FT-078
- TfNSW Approval to Discharge or Reuse Water - 9TP-FT-207
- TfNSW Chemical Storage and Spill Response Guidelines - 9TP-SD-066
- TfNSW Construction Noise Strategy - 7TP-ST-157
- TfNSW Environmental Incident/Non-Compliance Report - 9TP-FT-101
- TfNSW Environmental Incident Classification and Reporting - 9TP-PR-105
- TfNSW Environmental Policy - 1TP-PO-002
- TfNSW Guide to Compliance Monitoring and Reporting using PECOMS - 9TP-SD-012
- TfNSW Guide to Environmental Control Map - 3TP-SD-015
- TfNSW Guide to Environmental Design Constraints Map - 4TP-SD-018, clauses 1, 2 & 3
- TfNSW Out-of-Hours Assessment - 3TP-PR-065
- TfNSW Out-of-Hours Work Application Form (EPL Variation NOT Required) - 9TP-FT-079
- TfNSW Out-of-Hours Work Application Form (EPL Requirements) - 9TP-FT-080
- TfNSW Pre-Construction Minor Works Approval - 9TP-FT-202
- TfNSW Safety and Environmental Incident Report 90-FT-002
- TfNSW Sustainable Design Guidelines - 7TP-ST-114
- TfNSW System Deficiency Notice - 9TP-FT-032
- TfNSW Water Discharge and Reuse Guideline - 7TP-ST-146
- Waste Classification Guidelines (OEH 2008)
ANNEXURE C – Environmental Records
Environmental Records

The following lists the environmental records required by TSR E1. All records must be made available to the Principal’s Representative. The documents identified below with an “*” must be forwarded to the Principal’s Representative and the Contractor must ensure that the Principal’s Representative has the latest version of the records at all times. Where the Contractor is required to forward records to the Principal’s Representative, the Contractor must submit one original and three copies (one of which is unbound) of each document (including draft and final reports, specifications, drawings, plans, etc) for the Principal’s review. In addition the Contractor must also submit an electronic copy on CD/DVD in PDF and native formats (such as Microsoft Word, Microsoft Excel, CAD in *.dwg or *.dgn) of documents.

<table>
<thead>
<tr>
<th>Required Record or Reference</th>
<th>Principal Issued</th>
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<tbody>
<tr>
<td>Environmental Manual, Policy, Contractor’s Environmental Management Plan, and applicable environmental management system procedures.</td>
<td>*</td>
</tr>
<tr>
<td>List of who holds issued documents on a register of current document issue/ revisions</td>
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<tr>
<td>Index of all environmental records (prior to Completion)</td>
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<tr>
<td>Records of management reviews for the project</td>
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<tr>
<td>Personnel qualifications/skills records</td>
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<tr>
<td>Induction and training records</td>
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<tr>
<td>Environmental Control and Constraints Maps</td>
<td>*</td>
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<td>Records of work environment controls</td>
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<tr>
<td>Minutes of tender/Contract reviews</td>
<td></td>
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<tr>
<td>Evidence of environmental inputs/outputs and outputs into the design process including sustainability initiatives</td>
<td>*</td>
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<tr>
<td>Surveillance, audit of subcontractors environmental performance and controls</td>
<td>*</td>
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<tr>
<td>Procedures describing how to control work processes and continual demonstration of effective environmental controls</td>
<td>*</td>
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<tr>
<td>Register of equipment</td>
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<td>Calibration frequency and certificates</td>
<td></td>
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<tr>
<td>Work method statements</td>
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<td>Schedule of Inspection and Test Plans</td>
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<td>Inspection and Test Plans</td>
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<td>Customer satisfaction records and actions taken to improve customer satisfaction</td>
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<td>Audit reports</td>
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<tr>
<td>Records/checklists of inspection and testing</td>
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<tr>
<td>Contractor’s Non-conformance Reports and register</td>
<td>*</td>
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<tr>
<td>TfNSW Environmental Non-Compliance Reports</td>
<td>*</td>
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<tr>
<td>Records of analysis of data generated during the Contract</td>
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<td>Required Record or Reference</td>
<td>Principal Issued</td>
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<tr>
<td>Corrective action reports and register</td>
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<tr>
<td>TfNSW System Deficiency Notices</td>
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<tr>
<td>Preventive action reports and register</td>
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TfNSW Standard Requirements
TSR S1 - Safety Management

5TP-FT-332/2.0

Template Applicable to:
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Quality Management System

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1. Introduction

1.1. General

The purpose of this TSR S1 is to describe the safety requirements and processes which the Contractor (including Subcontractors) must comply with under the Contract. All requirements of this TSR S1 also apply to Subcontractors unless otherwise specified.

1.2. User Instructions

The definitions used in this TSR S1 have the meanings as set out in the Contract and the TSR Prelude. Where the Contract is an Alliance contract, the following definitions also apply in this TSR S1:

"Contractor's Safety Management System" means "NOP Safety Systems".

"Incident" means:

(a) any work health and safety or environmental or security incident arising from the performance of (or failure to perform) the Alliance Activities including:

(i) a fatality or injury to any person including any incident which must be reported to New South Wales WorkCover Authority;

(ii) loss of containment, escape of or migration of contamination off-site and into the Environment;

(iii) any fire or dangerous event on the Site;

(iv) a security breach;

(v) any unauthorised removal of trees;

(vi) a non-compliance with an Authority Approval; or

(vii) any public complaint; or

(b) any unplanned and/or undesired event which results in or has the potential to result in injury, ill-health, damage to or loss of property, interruption to operations or environmental impairment;

and includes:

(c) a near miss, breach of procedure, quality failure and/or injuries to contractors and members of the public; and

(d) "occurrences" and "notifiable occurrences" under the WHS Legislation and Rail Safety Act 2008 (NSW).

In the case of Clause 4 (Contractor's Project Safety Management Plan) reference to the "Contractor" means the Non Owner Participant specified as the "Principal Contractor" in the Agreement Particulars.

In the case of Clause 7.10 (Security) reference to "Principal's Representative" can also mean the "Alliance Leadership Team".
2. General Safety Obligations

The Contractor must create a safe working environment for the undertaking of the Contractor’s Activities. The Contractor must ensure the health and safety of all workers, visitors and the general public on or within the vicinity of the Site and other work sites, and ensure that no unauthorised individuals gain access to the Site or other work sites. The Contractor must also ensure that noise, vibration and air pollution levels associated with the Contractor’s Activities are minimised and do not exceed the safety and environmental requirements for workers and the public as set out in TSR E1.

Without limiting any other obligations under the Contract, the Contractor must demonstrate compliance with:

(a) the WHS Legislation;
(b) the NSW Government OH&S Management System Guidelines;
(c) the NSW Government Guidelines for Auditing Project OHS Management Plans;
(d) the NSW Government Code of Practice for Procurement;
(e) its obligations as set out in any Interface Agreement (IA); and
(f) relevant standards and codes of practice.

Additionally, if the Contractor’s Activities involve work in or adjacent to the Rail Corridor and the rail environment the Contractor must demonstrate compliance with:

(g) the Rail Safety Act 2008 (NSW) and Rail Safety (General) Regulation 2008 (NSW) (together the “Rail Safety Law”);
(h) Rail Safety (Drug and Alcohol Testing) Regulation 2008 (NSW);
(i) RailCorp’s RailSafe Network Rules;
(j) RailCorp’s RailSafe Network Procedures;
(k) RailCorp’s Safety Change Management Framework;
(l) the TNSW Rail Safety Accreditation; and
(m) the AS 4292 Railway Safety Management.

The Contractor must have in place processes to:

(n) identify the requirements of the WHS Legislation and all other relevant WHS requirements;
(o) develop and implement actions to ensure compliance with paragraphs (a) - (m) above; and
(p) monitor compliance with paragraphs (a) - (m) above.

The Contractor and Subcontractors must comply with all work health and safety policies, procedures and measures which are implemented or directed by the Principal, or by occupiers of any premises within which the Contractor’s Activities will be undertaken.

The Principal’s Representative may issue the Contractor with Safety Alerts. The Contractor must comply with the direction and recommendations of any Safety Alert as issued by the Principal’s Representative.
In the case of an Alliance contract, within four (4) weeks of the date of this Contract and prior to commencement of work within the Rail Corridor, the Contractor must seek to enter into an Interface Agreement with RailCorp and any other relevant party.

3. Contractor's Safety Management System

The Contractor's "Safety Management System" must remain accredited under the NSW Government Occupational Health and Safety System Guidelines whilst the Contractor's Activities are undertaken.

The Contractor must notify the Principal's Representative of any change to the Contractor's Safety Management System within five (5) Business Days of that change.

The Contractor must coordinate Subcontractors so that any safety matters are managed in accordance with the Contract and the Contractor's Safety Management System.

4. Contractor's Project Safety Management Plan

4.1. Scope

The Contractor must develop and implement a "Project Safety Management Plan" including Site-specific safety management plans and SWMS in accordance with:

(a) the NSW Government OH&S Management System Guidelines;
(b) the Contract (including this TSR S1);
(c) WHS Legislation;
(d) Rail Safety Law, if the Contractor's activities involves work in or adjacent to the Rail Corridor or the rail environment; and
(e) NSW Government Code of Practice for Procurement.

The Project Safety Management Plan must as a minimum:

(f) address all elements and objectives of the Contract (including this TSR S1) and the NSW Government OH&S Management System Guidelines;
(g) include processes and procedures for all safety elements and objectives within the Contract;
(h) identify who will be fulfilling the role of Senior Management Representative (as defined in the NSW Government OH&S Management System Guidelines Clause 4 "Management Responsibility"). This person will be responsible for implementing and maintaining the safety requirements of this TSR S1 (including monitoring the effectiveness of the Contractor's Safety Management System in complying with all safety requirements) and reporting to the Principal's Representative;
(i) identify the "Contractor's WHS Manager" who reports to the Contractor's senior management, is suitably qualified and experienced, and has defined authority and responsibility to ensure that the requirements of the Project Safety Management Plan are implemented and maintained. The Contractor's WHS Manager must be:

(i) based in the Contractor's site facilities for the duration of the Contractor's Activities at the Site; and
(ii) allocated to WHS management on a fulltime basis until the Date of Completion;
(j) identify and address the Contractor's compliance obligations under the Interface Agreement;

(k) describe the Contractor's process for self verification of the Works including inspections and audits; and

(l) describe the additional safety processes and procedures to be employed for any Contractor's Activities in and adjacent to the Rail Corridor and rail environment.

The Contractor must develop procedures to ensure that the Contractor's Activities are undertaken in a controlled and safe manner. These safe working procedures must be regularly reviewed and updated by the Contractor to ensure that they are effectively implemented and improved where this is required to ensure compliance with the requirements of the Contract and the WHS Legislation.

All SWMS, regardless of whether they are authored by the Contractor or Subcontractors, must be listed on a consolidated SWMS register. An updated SWMS register must be attached to each submission of a SWMS to the Principal's Representative. The Contractor must provide an electronic version of the SWMS register upon request by the Principal's Representative. The Contractor must ensure that all SWMS are kept as required by the WHS Legislation.

4.2. Principal's Project Safety Master Plan

The Principal's Representative will issue the Contractor with a "Project Safety Master Plan" which is authored by the Principal. The Contractor must comply with all the requirements of the Project Safety Master Plan. Where nominated in TSR S1 Annexure A, the Principal will establish and manage a "Project Safety Leadership Team" for the Works. The Contractor must participate within this team as requested by the Principal.

4.3. Safety Risk Management

The Contractor must identify and treat safety risks in accordance with the Contractor's Risk Management Plan and build upon the Principal's Safety Hazard Logs. The requirements of Generic Rail Safety Risk Register 30-SR-038 are applicable if the Contractor's Activities involves Railway Safety Work. The requirements of the Generic Work Health and Safety Operational Risk Register 30-SR-101 are also applicable.


These procedures must outline the method of hazard identification, the risk assessment processes and the control measures which will be applied for the Contractor's Activities, including how the risks will be managed so far as is reasonably practicable.

In addition to the Engineering Safety requirements set out in TSR T1 the Contractor must maintain a "WHS Risk Register" which includes:

(a) a description of the risk/hazard and its likely impact;

(b) the risk level assessed for each hazard;

(c) specific control measures, including safe work methods to be implemented to eliminate or mitigate risks;

(d) the residual risks/hazards;
(e) methods to be used to monitor effectiveness of safe work methods and control measures;
(f) the person(s) responsible for monitoring implementation of the control measures;
(g) consultative processes employed by the Contractor in relation to the risk/hazard and the persons involved; and
(h) demonstrative application of hierarchy of controls undertaken to lessen the risks so far as is reasonably practicable.

4.4. Design

Where the design of the Works or the Temporary Works forms part of the Contractor’s Activities then the Contractor must also address the safety assurance requirements set out in TSR T1.

4.5. Safety Culture

The Project Safety Management Plan must document how the Safety Management System will be communicated to all persons associated with the Contractor’s Activities such that it is incorporated into the Contractor’s Activities.

The Contractor must develop and implement detailed procedures that promote a safer, healthier, more productive workplace. The procedures must establish and maintain an effective reporting system that facilitates the flow of information both within the Contractor’s organisation and between the Contractor’s organisation, Subcontractors and the Principal.

The Contractor’s procedures must address:

(a) the establishment of a culture that allows workers to adapt to their changing environment where required;
(b) hazard reporting;
(c) senior management safety tours;
(d) methods for providing feedback and set timeframes for such provision;
(e) methods to reduce the gap between “work as perceived” and “work as performed”, and what measures will be taken to bridge the gap;
(f) a method to communicate and share learning from successes and failures;
(g) the encouragement of teamwork and of employee involvement in promoting and maintaining a positive safety culture; and
(h) a method to demonstrate how site safety rules will be reflected in the practice on site and how such rules will be incorporated into the Contractor’s Activities.

If the duration of the Contractor’s Activities extends beyond 12 months, the Contractor must update its safety culture improvement procedures and submit these to the Principal’s Representative for review in accordance with the requirements set out in the Contract, 3 months prior to the expiry of the previous 12 month safety culture improvement procedures.

4.6. Submission

The Project Safety Management Plan must be submitted to the Principal’s Representative for review in accordance with the requirements set out in the Contract and TSR Prelude.
The Contractor must notify the Principal's Representative in writing of any change to the Project Safety Management Plan within 24 hours of that change.

**HOLD POINT:** Site mobilisation or site establishment.

**SUBMISSION DETAILS:** Submit the Project Safety Management Plan and associated documentation in accordance with the requirements set out in the Contract and TSR Prelude or at least 15 Business Days prior to the planned Site mobilisation or Site establishment commencement date (whichever occurs earlier).

**RELEASE OF HOLD POINT:** Within 15 Business Days of submission, the Principal's Representative will consider all submitted documentation to determine whether it adequately addresses the work health and safety requirements.

4.7. **Auditing of Contractor's Project Safety Management Plan**

The Contractor must demonstrate to the satisfaction of the Principal's Representative that it has implemented an effective self verification process for the Works which includes inspections and audits.

The Principal and regulatory agencies will conduct audits of the Contractor's Project Safety Management Plan to verify its compliance with the requirements of the Contract.

The Contractor must make available all resources including documentation and personnel to support these audits. The audits will be carried out as collaborative audits involving the Contractor's personnel and technical specialists.

In addition to the auditing requirements set out in the TSR Prelude and TSR Q1, the Contractor must comply with the requirements outlined in the NSW Government Guidelines for Auditing Project OHS Management Plans.

5. **WHS Policy**

The Contractor must document and endorse a work health and safety policy which complies with the NSW Government OH&S Management System Guidelines. The Contractor's work health and safety policy must be consistent with the requirements of the TNSW Safety Policy. In the case of an Alliance contract, the policy must be signed by all members of the Alliance Leadership Team. For all other contracts the policy must be signed by the Contractor's chief executive officer or appropriate delegated authority.

The policy must also be:

(a) dated;
(b) displayed in prominent locations on site; and
(c) reviewed on an annual basis.

6. **Emergency and Crisis Management Plan**

The Contractor must develop, implement and maintain an "Emergency and Crisis Management Plan" in consultation with:

(d) the Principal;
(e) police, fire and ambulance services;
any government agencies with emergency management functions in the area that the emergency plan applies;

organisations that may be required to assist in implementing the emergency plan (e.g. service and telecommunications providers);

Office of Environment and Heritage;

local councils and relevant Authorities; and

owners of neighbouring properties that affect or are affected by the Contractor’s Activities.

The Emergency and Crisis Management Plan must include:

identification of reasonably foreseeable emergencies and measures to mitigate the consequences of these emergencies;

an effective response to an emergency;

the allocation of roles and responsibilities in case of an emergency;

arrangements for medical treatment and assistance;

procedures to ensure the effective communication between the emergency response coordinator and all persons at the workplace;

procedures for the appointment of an adequate number of senior level first aid officers and fire wardens;

da description of the medical equipment required, including first aid boxes and defibrillators;

the location of safety equipment;

the emergency evacuation arrangements;

the location of assembly areas;

response procedures to bomb threats;

an explanation of how simulated emergency exercises will be undertaken;

procedures on how a post-emergency review will be conducted;

an emergency call out procedure and contact list, which includes the contact details of:

(i) police, fire, local hospitals and ambulance services;

(ii) any government agencies with emergency management functions in the area that the emergency plan applies;

(iii) organisations that may be required to assist in implementing the emergency plan;

(iv) Office of Environment and Heritage;

(v) local councils;

(vi) owners of neighbouring properties that affect or are affected by the Contractor’s Activities; and

(vii) Authorities and

the number of “Nurse Call” stations on high risk projects and the requirement to provide SMS or pager notification systems.
If the Contractor's Activities involves work in or adjacent to the Rail Corridor and the rail environment the Emergency and Crisis Management Plan must also include:

(z) a rail traffic plan, which covers:
   (i) emergency arrangements for hazards associated with local rail operations including rail freight which includes any Hazardous Materials;
   (ii) communications procedures; and
   (iii) Site control and coordination; and

(aa) an emergency contact list which includes the contact details of:
   (i) train control and signalling locations;
   (ii) adjoining railway managers;
   (iii) transport authorities (rail and road);
   (iv) owners of neighbouring properties affected by rail activities; and
   (v) recovery procedures for restoration of railway operations.

The Contractor must comply with the requirements for emergency plans contained in the Rail Safety Law and WHS Legislation.

The Contractor must test the Emergency and Crisis Management Plan at least annually and request the Principal's Representative to attend and be included in the test.

Where indicated in TSR S1 Annexure A, the Contractor must run quarterly emergency drills which shall include an annual fire drill and other fitting scenarios building to the biennial event involving RailCorp, Ambulance, Police, Fire, energy providers and other responders to the potential crisis situations of the particular project.

The emergency drills shall not be limited to safety related scenarios but encompass environmental, community and other risks identified in the Emergency and Crisis Management Plan.

7. Implementation

7.1. Accountability, Competence, Induction and Training

7.1.1. Accountability

The Contractor must provide clear safety accountabilities for all employees and Subcontractors undertaking the Contractor’s Activities. These safety accountabilities must address the requirements of the NSW Government OH&S Management System Guidelines. The Contractor must:

(a) provide specific accountabilities for management and other personnel who are responsible for and qualified to deal with safety matters (ranging from the Chief Executive (or equivalent) to foreman/team leaders);
(b) clearly identify all positions associated with the undertaking of the Contractor’s Activities; and
(c) develop and document position descriptions for all persons involved in undertaking Contractor’s Activities beyond those of management level listed above.
7.1.2. Competencies

The Contractor must have processes in place to ensure that competencies for all tasks have been identified and that personnel are assessed against these competencies prior to commencing work. Competencies in this regard refer to an individual's skills, education, attitude and behaviour. The Contractor must produce matrices that identify the competence requirements for each position and the personnel filling those positions.

All persons undertaking work at the Site must be trained and have completed general construction induction training as required by the WHS Legislation.

Copies of all licences must be available for issue to the Principal's Representative upon request prior to the commencement of the Contractor's Activities. This includes:

(a) licences required under WHS Legislation for relevant Contractor's Activities;
(b) trade licences (e.g. electricians, plumbers etc);
(c) certificates of competency for first aid and senior first aid officers; and
(d) certification of design staff to carry out Rail Safety Work in accordance with the Rail Safety Act 2008 (NSW).

7.1.3. Inductions

The Contractor must have processes in place to ensure that all persons undertaking the Contractor's Activities (including Subcontractors) undergo site induction training prior to commencing work on the Site, and on any other areas where the Contractor's Activities are undertaken. This includes an obligation to develop the content of and deliver:

(a) Project specific induction(s);
(b) Site specific induction(s);
(c) Task specific induction(s);
(d) Daily pre-start/pre-work briefing(s); and
(e) Visitor specific induction(s).

Project Specific Induction

The Contractor must develop a project specific safety induction and induction program for personnel undertaking the Contractor's Activities.

The project specific induction must include:

(f) a description of the Works and any Temporary Works;
(g) a description of the major Contractor's Activities;
(h) a description of major hazards and their controls for the Site and the Contractor's Activities;
(i) the Contractor's commitment to and implementation of the safety, quality, environmental and community requirements of the Contract and all relevant Law;
(j) the Principal's expectation in achieving the Beyond Zero safety culture and how this culture will be achieved by the Contractor;
(k) emergency and evacuation plans (including the role of wardens and assembly points);
(l) how to obtain first aid and the role of first aid officers;
(m) safety occurrence, near miss and hazardous reporting and investigations;
(n) fatigue management;
(o) the drug and alcohol policy on Site;
(p) the duties of people using or operating (as the case may be) Construction Plant on Site; and
(q) policies relating to personal protective equipment (including its use, maintenance and replacement).

Where appropriate, the project specific induction may also include a Site specific induction (see below).

**Site Specific Induction**

Site specific inductions must cover the requirements of site-specific safety plans. Each site specific induction must also cover hazards which are likely to be encountered and the control measures that have been developed to mitigate such hazards. Each site specific induction must include:

(r) Rail Safety, if the Contractor's Activities involves work in or adjacent to the Rail Corridor and the rail environment;
(s) communication and consultation processes;
(t) issue resolution processes;
(u) emergency procedures, including evacuation procedures;
(v) Site security procedures;
(w) implementation of safety, quality, environmental and community procedures; and
(x) any other issues relevant to the Site.

Site specific inductions must be regularly reviewed and updated by the Contractor so as to ensure that they remain relevant to the work being undertaken on the Site.

**Daily pre-start/pre-work briefing(s)**

Daily pre-start/pre-work briefings (also known as "tool-box talks") must be carried out and may cover the following:

(y) the progress of the project and specific work area;
(z) any changes to work areas expected during the day (e.g. change in planning);
(aa) incidents and breaches;
(bb) complaints received that are applicable to the Site-specific activity and measures implemented to address or minimise those complaints;
(cc) Construction Plant and traffic changes; and
(dd) introductions for new employees.

**Task Specific Induction**

The Contractor must develop and implement task specific inductions for all activities:

(ee) deemed as high risk under WHS Legislation; and
Visitor Specific Induction

The Contractor must develop a visitor specific induction program. The Contractor must ensure that all visitors who are invited or brought onto the Site (including suppliers) undergo the visitor specific induction when attending site. The visitor specific induction must include:

(gg) site safety rules;
(hh) personal protective equipment (PPE) that must be worn;
(ii) site-specific hazards and controls to be adhered to on site;
(jj) safe access, egress and amenities;
(kk) emergency evacuation procedures; and
(ll) safety occurrence, near miss and hazard reporting.

The Contractor must keep records of all visitor specific inductions which are undertaken and ensure that visitors to the Site are at all times accompanied by a person who has undergone either a site specific induction or a project specific induction.

The Contractor must keep records of all inductions given.

The Contractor must ensure that any visitors required to enter the Rail Corridor complete a Rail Industry Safety Induction (RISI).

Keeping of Records

Details of all inductions received by the Contractor’s employees, its subcontractors and consultants engaged in the carrying out work on the Site and visitors invited or brought onto the Site must be recorded on each individual’s “Project WHS Induction Card” or “Visitors Safety Induction Pass” as the case maybe.

7.1.4. Training and Records

The Contractor must undertake a training needs analysis for each worker on site to identify any gaps and any additional training required to undertake the Contractor’s Activities.

The Contractor must ensure that training records which document which personnel have satisfactorily completed training modules are maintained. The training records must also document certification and qualifications relevant to each person that has undertaken training. The training records must be kept up to date at all times.

7.2. Alcohol and Other Drugs

A policy of zero tolerance of alcohol and illegal drug use applies to projects carried out for or controlled or managed by the Principal. Alcohol and illegal drugs are not permitted on the Site or on premises controlled or managed by the Principal.

The Contractor must develop policies and procedures to ensure this policy of zero tolerance of alcohol and illegal drugs is adhered to at all times. The Contractor must develop and implement effective drug and alcohol testing procedures. If the Contractor’s Activities involves work in or adjacent to the Rail Corridor and the rail environment, these procedures must be in line with the Rail Safety (Drug and Alcohol Testing) Regulation 2008 (NSW) and the testing regime must include pretreatment testing prior to Track Possessions.
The Contractor must ensure that all persons associated with the Contractor’s Activities (including the Contractor’s workers, visitors, Subcontractor workers and agents) are aware of their obligations to comply with all alcohol and drug requirements.

The Principal’s Alcohol and Other Drugs Standard 60-ST-010, prohibits any persons affected by alcohol or drugs from working on any projects carried out for or controlled or managed by the Principal, regardless of their work location. Prescription and over-the-counter drugs may also affect a person’s ability to work safely and the Principal will determine its policy in relation to prescription and over-the-counter drugs on a case by case basis.

A breach of the Principal’s Alcohol and Other Drugs Standard will occur if:

(a) drug levels are at or above the cut off level stipulated by the Australian Standard AS/NZS 4308:2008 Procedures for Specimen Collection and the detection and quantitation of drugs of abuse in urine; or

(b) alcohol levels are at or above 0.02 grams (which is considered an above zero reading by the Principal) of alcohol in 210 litres of breath or 100 millilitres of blood.

Anyone that tests positive to alcohol or drugs or who refuses a drug or alcohol test must be removed from the Site immediately, and the Principal’s Representative must be notified immediately.

The Contractor must take disciplinary action against a person associated with the Contractor’s Activities who breaches the Principal’s Alcohol and Other Drugs Policy or who refuses a drug or alcohol test. The nature of the disciplinary action to be taken must be agreed upon by the Principal’s Representative.

A person associated with the Contractor’s Activities who breaches the Principal’s Alcohol and Other Drugs Standard may have their Rail Industry Safety Induction (RISI) card or any other competency cards removed. Rail Safety Workers who test positive to drug or alcohol tests or who tamper with, or refuse any test, may be subject to prosecution.

The Principal may have any person who is suspected of being under the influence of alcohol or drugs while carrying out the Contractor’s Activities:

(c) excluded from carrying out the Contractor’s Activities;

(d) tested by an authorised testing officer, medical practitioner or the New South Wales Police Service; and/or

(e) removed from the Site.

All of the Contractor’s workers and workers of Subcontractors may be subject to drug and alcohol testing by an authorised testing officer of the Principal at any time whilst carrying out the Contractor’s Activities (including within the Contractor’s site amenities or facilities). Such testing will be in accordance with the Principal’s Alcohol and Other Drugs Standard and, if the Contractor’s Activities involves work in or adjacent to the Rail Corridor and the rail environment, the Rail Safety (Drug and Alcohol Testing) Regulation 2008 (NSW).

The Contractor must ensure that all such people co-operate with any person administering investigation and testing procedures on the Principal’s behalf.

The Principal will determine a test program and will select work locations for random testing. The locations will be selected for random testing in order to achieve an annual test rate of at least 25% of Rail Safety Workers and 5% of non-Rail Safety Workers. Due consideration will be given to the hours of work and the number of persons at each work location. The test program schedule of Site visits will remain confidential and may be audited by officers of the
Independent Transport Safety Regulator or "ITSR". ITSR officers may also conduct random testing.

The Contractor must provide the Principal’s authorised testing officers with access to the Site and Subcontractor’s places of work to conduct the alcohol and other drug testing as required. The methods of administering and processing alcohol and other drug tests will be in accordance with AS/NZS 4308:2008 and, if the Contractor’s Activities involves work in or adjacent to the Rail Corridor and the rail environment, the Rail Safety (Drug and Alcohol Testing) Regulation 2008 (NSW).

In the event of an Incident, the Contractor’s personnel on Site who were involved with or witnessed the Incident, may not leave the Site until they have undertaken drug and alcohol testing, and the Principal’s Representative has agreed to their departure from the Site. If individuals involved in or witness to the Incident are taken by ambulance to hospital, then the drug and alcohol testing will be undertaken at the hospital.

Each individual that signs on at the commencement of each shift will be declaring themselves to be free of drugs and alcohol.

7.3. Fatigue Management

The Contractor must prepare, document and implement a fatigue management program for all employees and Subcontractors that is in accordance with WHS Legislation.

7.4. Personal Protective Equipment (PPE)

The Contractor must assess the personal protective equipment or "PPE" required to undertake the Contractor's Activities. The Contractor must:

(a) undertake PPE compliance monitoring;
(b) consider PPE replacement within its procedures;
(c) develop and implement a PPE testing and inspection regime (e.g. testing and inspection of breathing apparatus, safety harness); and
(d) provide the necessary instruction and training to ensure that the PPE effectively protects against the risk for which it is provided.

The Contractor must ensure that each person, including Subcontractors, carrying out work at the Site:

(e) is provided with, and wears at all times, PPE that satisfies the following criteria:
   (i) high visibility orange clothing (including high-visibility vest or shirt, and wet weather/winter upper body apparel) which:

   - is compliant with section 8 (Class D/N Garments) of AS 4602 High Visibility Safety Garments and the label clearly states that the clothing meets this standard and any others standards applicable;
   - is approved by the Principal;
   - all high visibility vests/shirts must cover the entire torso above the waist. The front of the garment must extend at least 100mm below waist level, and the back must cover the buttocks (to ensure visibility when bending forward in a stooped position); and
has flame-retarding properties where the activities to be undertaken involve working on or near hot work;

(ii) lace up, ankle length, steel capped safety footwear (elastic sided boots are not permitted on site) compliant with AS/NZS 2210 Occupational Protective Footwear;

(iii) a safety helmet compliant with AS/NZS 1801 Occupational Protective Helmets and appropriate to the environment in which they work or enter;

(iv) safety eye wear and/or face protection which is appropriate to the task and environment. Eyewear must be compliant to AS 1337 Eye Protectors for Industrial Applications;

(v) sleeved shirts (shoulders covered) with collars

(vi) long trousers; and

(vii) full-fingered gloves (the type of glove is to be determined by the task and/or by a risk assessment);

(f) is provided with and wears, where required by the nature of the task and the environment, all necessary and appropriate PPE including:

(i) respiratory protection (including particulate respirator, gas filter respirator and supplied air respirator) appropriate to the environment to the task;

(ii) hearing protection appropriate to the environment to the task; and

(iii) sun protection; and

(g) is provided with storage and hanging locations to allow PPE to be aired and dried.

Red, green or yellow PPE or clothing is not permitted to be worn at any time on the Site or in the Rail Corridor.

Where the minimum PPE does not create the most suitable control for the task a risk assessment must be undertaken and defined controls incorporated into the SWMS (e.g. the use of steel capped gumboots during concrete pours).

7.5. Communication and Consultation

The Contractor must develop communication and consultation procedures for the Contractor’s Activities. These procedures must cover the requirements of the SafeWork Australia Work Health and Safety Consultation, Co-operation and Co-ordination Code of Practice.

The Contractor’s communication and consultation procedures must include:

(a) a process for managing WHS consultation and WHS issue resolution at the Site;

(b) a process for consulting, cooperating and coordinating activities with all other persons who have a work health and safety duty in relation to the same matter;

(c) strategies to communicate the Contractor’s issue resolution and safety breach management procedures, to all persons undertaking the Contractor’s Activities;

(d) identification of statutory mandated notices that are to be displayed on Site, including locations of these notices;

(e) strategies to communicate safety and emergency protocols and procedures to all persons undertaking the Contractor’s Activities; and
(f) processes on how pre-start meetings (including tool-box talks and toolbox meetings) will be organised, managed implemented, and closed out including:

(i) the contents and timing of meetings. This must take into consideration the fact that there may be multiple shifts;

(ii) management of shift handover meetings (taking into account if there is more than one shift); and

(iii) a schedule of safety meetings that will be held (e.g. site, project, senior management).

7.6. Safety Change Management

7.6.1. Safety Change Management

The Contractor must make all endeavours to not modify the organisational structure of its project team as agreed with the Principal as at the Commencement Date, unless such modification has been requested or authorised by the Principal’s Representative. This includes changes to:

(a) roles and responsibilities;
(b) reporting and communication lines; and
(c) individuals nominated for each position.

Any changes to the Contractor's organisational structure must be approved by the Principal’s Representative. A request must be made to the Principal’s Representative for a change to be made to its organisational structure at least 10 Business Days prior to the date the change is proposed to occur.

The Contractor must develop and implement procedures for the management, control, authorisation and recording of changes to the safety procedures on the Site. This includes:

(d) changes to safe working requirements;
(e) changes as a result of amendments to relevant Law;
(f) changes in technology; and
(g) procedures and processes that are covered under safety change management.

The Contractor must not bring any plant or equipment to Site that has been modified in any way unless approval has been received from the respective regulatory or certification Authority.

If the Contractor’s Activities involves work in or adjacent to the Rail Corridor and the rail environment, the Contractor must develop and implement change management procedures in line with AS 4292.1 (2006) Railway Safety Management.

7.7. Safety Related Procurement

The Contractor must develop and implement a procedure addressing work health and safety issues in procurement related processes that complies with the NSW Government OH&S Management System Guidelines and the NSW Government Code of Practice for Procurement.
7.7.1. Subcontractors

The Contractor must ensure that:

(a) Subcontractors have work health and safety management systems in place that comply with all relevant requirements of the Contract;

(b) the Project Safety Management Plan identifies all risks associated with the work of each Subcontractor and any mitigation measures that are necessary; and

(c) each Subcontractor complies with the Contractor’s Project Safety Management Plan and submits SWMS to the Contractor before work commences for all high risk work.

The Contractor must review and approve all SWMS submitted by Subcontractors prior to submission to the Principal’s Representative for review in accordance with TSR S1 Clause 4.6.

7.7.2. Products and Materials

The Contractor must ensure that upon its arrival at the Site, all product and materials are quarantined within a designated lay down area, where they can be checked against relevant specifications. Products and materials must remain in quarantine area until they are either:

(a) signed-in as compliant; or

(b) assessed as non-compliant and tagged with an "OUT OF SERVICE" tag for removal from the Site.

7.8. Permits and Licences

The Contractor must obtain all permits and licences which are required to undertake the Contractor’s Activities and to deliver the Works. The Contractor must develop and implement procedures and processes that enable it to identify all required permits and licences (including design permits that are required for undertaking the Contractor’s Activities), and detail how and when they will be procured. The Principal may direct the Contractor to obtain additional permits and licences to ensure that the TfNSW Rail Safety Accreditation is not compromised. Copies of the permits and licences must be available for issue to the Principal’s Representative upon request prior to the commencement of the Contractor’s Activities that relate to the licence or permit.

Without limiting the above requirement, the following activities are not permitted to commence without a permit/licence:

(a) hot work including underground locations or outdoor locations;

(b) work within “no-go zones” and “Accredited Persons Zone” associated with overhead power lines or other electrical equipment including RailCorp’s electrical infrastructure;

(c) work in a confined space (including tunnels);

(d) work on public roads;

(e) demolition involving mobile cranes, a wrecking ball or the pulling down of a building with ropes or chains;

(f) asbestos removal;

(g) excavation work; and
signalling, safe working, ‘live’ location working, signalling correlation, inspection, testing and commissioning of signalling equipment, in accordance with RailCorp Standard SPG0711 Inspection, Testing, Installation and Commissioning Requirements for Safety Assurance of New and Altered Works.

The Contractor must ensure that all applicable staff sign on and off the relevant permit when required to work in areas to which the permit applies.

All licences and permits must be available for inspection by the Principal’s Representative at all times.

7.9. Site Amenities

The Contractor must provide amenities as defined for Type 1 Major Construction workplaces as detailed in the WorkCover (NSW) Code of Practice Amenities for Construction Work, with the exception of the use of open closet portable toilets. All toilet facilities on Site must be either connected to the main sewer system or have self-contained freshwater flushing. No open closet portable toilets are to be used. All portable toilet facilities shall contain hand washing facilities. The amenities must be kept in clean and tidy condition.

The Contractor must provide cold water for drinking in hot weather, especially for employees working away from site amenities.

7.10. Security

The Contractor is responsible for the care and security of the Contractor’s Activities. The Contractor must develop and implement a procedure to manage the security of the Contractor’s Activities and of the Site in accordance with the General Conditions and the WHS Legislation.

The Contractor's security procedure must be developed by a person with the relevant knowledge and experience. The Contractor must:

(a) document the security measures and audits to be implemented;
(b) document the security responsibilities and accountabilities for all position descriptions;
(c) manage access to the Site including access points, perimeter security and rail gates within the Site, lay down areas, Construction Plant, and any site buildings and its contents. All gates must be either locked or attended at all times;
(d) have methods of securing all areas and things on the site including Construction Plant, excavations and water ponds;
(e) institute a register with respect to keys to the Site and keys for Construction Plant;
(f) ensure that the security management of the Works reflects the National Counter Terrorism Alert Levels;
(g) develop procedures to communicate and respond to changes in the National Counter Terrorism Alert Levels;
(h) document how notification of a terrorism incident will be made to the Principal's Representative and law enforcement authorities, and the roles and responsibilities of the Contractor's employees and Subcontractors in such an event; and
(i) document the procedures for the management of graffiti on Site.
The Principal's Representative may require the Contractor to undertake security drills, exercises and audits at any location involved with the delivery of the Works.

The Principal's Representative may direct the Contractor to undertake police criminal record checks for any of the Contractor's and Subcontractor's employees. The Contractor must develop procedures on how such checks will be undertaken and how the results will be treated in confidence. The Principal's Representative must be promptly notified of the results of these checks if any offences have been recorded. If in the Principal's Representative opinion the results of the checks pose a potential risk to the Works or any person on Site, the relevant person must be immediately removed from Site and prevented from continuing to undertake any Contractor's Activities.

The Contractor must ensure that the overall presentation of the Site is neat and clean, with uniform hoardings and fencing that is safe and that clearly and neatly delineates the Site from the public and adjoining areas.

7.11. Lighting

The Contractor must provide and maintain efficient and effective lighting for the Contractor's Activities as necessary and to ensure the safety of any person involved in the Contractor's Activities and any member of the public. Lighting must be positioned and screened so that it does not distract the vision of train drivers and car drivers.

Lighting in close proximity to the Rail Corridor must be white in colour. Any lighting must be selected and installed in a manner to avoid glare or other impact to adjacent properties, wherever feasible.

7.12. Walking Surfaces

The Contractor must provide walking surfaces on Site that meet the following requirements:

(a) walkway surfaces must be evenly formed with no trip hazards. Concrete or tarmac finished paths with formed edges are preferred;
(b) walkways made from fill must be adequately compacted to give a plane surface with falls designed to shed water and avoid puddling and deterioration;
(c) the minimum clear width of a footpath is to be 1.2m to allow two persons to walk side-by-side or to pass safely where possible;
(d) boards used on scaffold platforms or bridges must be free from warp, large knots or damage and secured in position. Where there is any overlap, a fillet piece should be installed to prevent tripping. Refer AS 1577 Scaffold Planks and AS/NZS 4576 Guidelines for Scaffolding;
(e) scaffold ramps with a gradient of 1 in 4 or greater must be fitted with stepping lathes or non slip surfaces with handrails;
(f) formed steps within a walkway are to be constructed with a rise of approximately 190mm and 300mm treads with adequate handrails, and
(g) nosings to temporary steps, with a non-slip surface are to be provided. These must be highlighted in a contrasting colour in poorly lit areas.

7.13. Walkway Barriers

The Contractor must provide walkway barriers that meet the following requirements:
(a) walkways are to be delineated where possible with solid rails or surfaces (such as scaffold tubes, proprietary fencing panels, jersey barriers or hoarding);

(b) where scaffolding is used as a walkway barrier:
   (viii) mid-rails are to be provided to discourage persons from leaving the route at unauthorised points;
   (ix) transom couplers are to be used in preference to right angle couplers; and
   (x) where the use of transom couplers is not practical and right angle couplers are used, right angle couplers are to have protective coverings;

(c) due to high maintenance demands and untidy appearance, the use of road pins and netting is discouraged except when forming very transient access routes;

(d) in large floor areas, designated access routes are to be identified by painted lines or hatching and clearly identified as walkways;

(e) sufficient numbers of formal access points are to be provided and sign posted to allow entry and exit; and

(f) walkway barriers must be kept clean, safe and in a state of repair.


The Contractor must determine the requirements for secondary access on the Site. This must include the type of secondary access to be used, in what situation it will be used, and the responsibility for approval of its use. The determination must be based on a hazard identification, a risk assessment and the relevant standards.

Secondary access must be provided by the Contractor that meets the following requirements:

(a) access down batters or into excavations must be planned. Where stair towers cannot be used, steps must be formed in the bank in concrete, or scaffold or proprietary components may be used; and

(b) mats (walkway) are to be provided for walking across re-bar to gain access to the work location. The walkway should be constructed by providing a 1.2 metre wide platform from scaffold boards or staging. Fillet pieces are to be installed to prevent trip hazards from lapping of the boards.

7.15. Restricted Areas

The Contractor must identify and designate restricted areas. The Contractor must develop and implement a procedure to determine how access to restricted areas will be prevented, the type of barriers to be used, the signage that will be displayed and the persons who are authorised to enter.

Restricted areas must be clearly signed and delineated with physical barriers. The Contractor must obtain prior approval from the Principal’s Representative or, in the case of an Alliance contract, the Alliance Manager, for the following:

(a) use of barrier tape as a form of delineation; and

(b) use of star pickets.

Where existing access and escape routes are likely to be affected by restricted areas, alternative safe access and escape routes must be established prior to the relevant work commencing.
7.16. Signage

In addition to the requirements of clause 308 of the Work Health and Safety Regulation 2011, the Contractor must provide signage that is securely fixed and clearly visible to define formal access routes. All signage must be cleaned, maintained and remain visible at all times. Mandatory signage is to be displayed at all entry gates and must contain, as a minimum:

(a) PPE requirements for the Site;
(b) relevant advisory and danger signs related to the Contractor’s Activities on the Site;
(c) notification of any Hazardous Materials; and
(d) emergency contact numbers.

7.17. Construction Plant

The Contractor must ensure that all Construction Plant is properly operated and maintained so as to ensure that it poses no risk to the health and safety of any person on the Site or on land adjoining the Site.

The Contractor must:

(a) develop and maintain as current, a Site assets register;
(b) ensure that daily or shift inspections (as applicable) of Construction Plant are carried out and record the results;
(c) identify potential hazards associated with the use of Construction Plant, and assess and control the risks associated with the use of such Construction Plant;
(d) make available for issue to the Principal’s Representative upon request copies of all risk assessments undertaken on mobile and stationary Construction Plant prior to its arrival on Site;
(e) make available for issue to the Principal’s Representative upon request copies of the inspection record and testing regime for lifting devices, prior to their arrival on Site;
(f) have copies of any licences and permits relevant to the operation of Construction Plant, including as required by WorkCover NSW at the Site, and provide these to the Principal’s Representative on request;
(g) maintain the Construction Plant in accordance with the manufacturer’s standards;
(h) ensure that all Construction Plant including site vehicles/trucks entering the Site have:
   (i) proper functioning orange flashing lights;
   (ii) non-tonal beepers; and
   (iii) reversing cameras (a camera positioned so as to eliminate blind spots of the vehicles/plant);
(i) ensure that inspections, servicing, cleaning and maintenance on Construction Plant is performed by appropriately qualified and competent persons;
(j) maintain records of inspections, service, cleaning and/or maintenance of Construction Plant, and provide these to the Principal’s Representative on request;
(k) provide its employees with adequate information about the safe use of Construction Plant;
(l) ensure that prior to any crane lifts, a lift study is undertaken and the relevant calculation carried out;

(m) remove from operation any piece of Construction Plant when so directed by WorkCover NSW or by the Principal's Representative;

(n) ensure that no person enters any areas where mobile Construction Plant is operating unless authorised by the Principal's Representative or, in the case of an Alliance contract, the Alliance Manager, to do so; and

(o) ensure that where spotters are used for all reversing movements, these spotters are dedicated solely to performing the task of spotting and are not permitted to perform other tasks (such as labouring and cleaning). Spotters that are required to ensure that safe approach distances from electrical equipment are maintained at all times, must be trained in electrical safety to at least the same level as the operator of the item of mobile plant.

If the Contractor's Activities involves work in or adjacent to the Rail Corridor and the rail environment, the Contractor must:

(p) implement the use of slew restrictors where the plant is capable of slewing within three (3) metres of the Danger Zone; and

(q) ensure that all Construction Plant complies with RailCorp's Safety Requirements for Plant.

The Principal may inspect any Construction Plant that the Contractor brings on to the Site for compliance with the requirements of the Contract.

7.18. Traffic Management on Site

The Contractor must develop and implement a site traffic management plan for the use of mobile Construction Plant. All persons involved in the Contractor's Activities at the Site must be briefed on the site traffic management plan and the plan must be posted in relevant prominent positions around the Site. The plan must include:

(a) marked walkways;

(b) speed limits;

(c) directions of travel;

(d) reversing arrangements, including the mandatory requirement for spotters to be used for all reversing movements;

(e) parking locations;

(f) signage and markings;

(g) the location of Hazardous Materials; and

(h) the location of fire prevention/fighting equipment.

7.19. Excavation and Earthworks

The Contractor must develop and implement a procedure to manage excavation and earthworks. This procedure must include:

(a) a signing on/off process for access to excavations;

(b) inspection regimes;
(c) time frame of permits; and
(d) a system for managing associated breaches related to excavation and earthworks.

The Contractor must manage risks to health and safety associated with excavation in accordance with the requirements of the WHS Legislation.

All work involving excavation or earthworks which can be categorised by the following criteria must be in accordance with either an excavation work plan or SWMS:

(e) to a depth greater than 1.5 metres;
(f) within five (5) metres of underground services; or
(g) within three (3) metres of overhead wires.

In addition, excavation can only take place after a detailed site survey of underground services has been conducted. The excavation must comply with TNSW Working Near Utilities - 4TP-ST-107, TNSW Procedure for Management of Working near Utilities - 4TP-PR-159 and TNSW Guide to Management of Work near Utilities - 4TP-SD-043.

Any permits required with respect to excavation or earthwork must be current and must be signed and approved by the Contractor prior to the commencement of any excavation or earthwork.

All plans and service searches must be validated by potholing (or other non-destructive methods which are approved by the Principal's Representative) before mechanical excavation can begin.

All excavations deeper than 1.5 metres or where there is a risk of either structural damage or collapse, must be shored, battered, or benched unless written advice is provided from a geotechnical engineer stating that all sides of the trench are safe from collapse. Shoring systems must be designed and certified by a Competent Person. Trenches are to be assessed by a Competent Person before any person enters. In addition, the work area is to be secured from unauthorised access (including inadvertent entry).

Appropriate controls must be implemented to prevent persons falling into excavations proposed to be deeper than 1.5 metres. The controls must be inspected by a Competent Person at intervals determined by the risk assessment.

Ladder access must be provided for all excavations deeper than one (1) metre. The ladder must be set at 1.4 angle, must be secured and must protrude at least one (1) metre above the top of the excavation.

For advice and information to locate external underground services contact Dial Before You Dig (DBYD) on 1100 or www.dialbeforeyoudig.com.au

7.20. Management of the risk of falls

The Contractor must develop and implement a procedure for working where there is a risk of a fall by a person from one level to another. So far as reasonably practicable any work that involves the risk of a fall is to be carried out on the ground or on a solid construction.

Ladders

The Contractor must discourage the use of ladders on Site. Where ladders are to be used the Contractor must undertake a risk assessment and hazard identification to implement adequate control measures.
Scaffolding
Scaffolding must only be erected by appropriately trained and competent staff in accordance with AS/NZS 1576 Scaffolding. Any scaffold over four (4) metres must be erected by a WorkCover NSW licensed scaffolder. All scaffolds must be erected in accordance with either engineer designed drawings or the scaffolding manufacturer's instructions (whichever is appropriate). The Contractor must implement a Scafftagg system requiring scaffolds to be inspected and certified as safe for use by a Competent Person before use, and every 30 days.

7.21. Working Adjacent to or Over Water
The Contractor must develop and implement a procedure in relation to how work adjacent to or over water will be managed.

The procedure must implement the following requirements:
(a) any work over water requires a minimum of two people;
(b) if there is a risk of drowning, workers must wear either a buoyancy aid or use a fall arrest system; and
(c) rescue equipment (either a boat or a lifebuoy) must be provided and workers that cannot swim must be discouraged from working near a deep water body.

This procedure must also cover the development of stable grounds for the placement of lifting devices (e.g. cranes or excavation equipment) if this is not already covered by the management procedures of Construction Plant in such areas.

7.22. Working on or near Public Roads
The Contractor must develop a Traffic Management Plan as set out in TSR Prelude which will include a procedure for working on or near public roads. This procedure must include methods of dust suppression.

Where a Traffic Control Plan is nominated in TSR Prelude, the following safety requirements apply:
(a) traffic controllers must hold the RMS Blue Card (Stop / Slow bat) and must wear high visibility clothing;
(b) traffic controllers are not permitted to operate on roads where the speed limit is 60 km/hr or higher;
(c) traffic controllers and workers on the road must be provided with protection from the risk of being struck by out-of-control vehicles (e.g. safety barriers, shadow vehicles, distance from moving traffic);
(d) signs must be installed in accordance with the TCP and must be periodically checked throughout the work;
(e) there must be sufficient traffic controllers to allow them to rotate and have breaks; and
(f) traffic controllers working at night must carry illuminated wands to direct traffic and wear clothing with reflective stripes in accordance with Section 8 of AS 4602 High Visibility Safety Garments.
7.23. Electrical Safety

The Contractor must develop and implement a procedure in relation to electrical safety which accords with all relevant standards and Laws. This procedure must include the following requirements:

(a) all portable electrical equipment must be tested and tagged on a monthly basis. Items that are not tagged or are out-of-date are not to be used and must be removed from the Site;

(b) earth leakage devices/residual-current devices (RCDs) must be provided and used for all portable electrical equipment including welders;

(c) cords and leads must be elevated out of the way using insulated stands and hooks. All electrical equipment must be visually inspected for damage before use;

(d) work on low voltage electrical installations must only be done by a qualified electrician. Live work is not permitted. Isolated circuits are to be treated as live until they have been proven dead by testing;

(e) the use of tag out/latch out permit systems and of isolation locks, wherever possible;

(f) safe approach distances (SADs) to electrical equipment must be maintained at all times in accordance with the WorkCover (NSW) Code of Practice - Work Near Overhead Power Lines. These SADs may be increased for certain activities such as using scaffolding and use of plant. For people that have been specifically trained, the SAD’s may be reduced. Metal ladders must not be used; and

(g) if there is any chance that SADs cannot be maintained at all times, then the work must not commence, or must stop immediately if it has already commenced.

7.24. First Aid, Defibrillators and Return to Work

The Contractor must develop and implement a procedure for managing the provision of first aid for the Contractor’s Activities in accordance with the WHS Legislation.

The Contractor must provide Nurse Call stations or similar systems on high risk projects to ensure a quick response to an Incident requiring first aid assistance. The number of stations will be determined in accordance with the Emergency and Crisis Management Plan which will also determine whether SMS and pager notifications are to be incorporated.

The Contractor must provide a defibrillator (and suitable training in its use for its senior first aiders), at each major first aid location, and must ensure that the Project Safety Management Plan addresses the provision of such defibrillators and training. Persons trained in the use of the defibrillator must be on Site at all times.

The Contractor must identify and nominate a local medical practitioner equipped to provide appropriate return to work advice based on the Contractor’s own return to work programs.

8. Additional Safety Requirements for Working In and Adjacent to the Rail Corridor and Rail Environment

8.1. General

This TSR S1 Clause 8 describes additional Project Safety Management Plan requirements for any Contractor’s Activities in and adjacent to the Rail Corridor and rail environment.
8.2. Accountability, Competence and Inductions

8.2.1. Accountability

The Contractor must develop position descriptions for personnel carrying out the Contractor’s Activities. The Contractor must provide the Principal’s Representative with a list of position descriptions which identifies each position description as either:

(a) the position is deemed not to be a Rail Safety Worker in accordance with the Rail Safety Act; or

(b) the position is deemed to be a Rail Safety Worker in accordance with the Rail Safety Act.

The Principal’s Representative may alter the list of Rail Safety Workers as nominated by the Contractor.

8.2.2. Competencies

The Contractor must consult with the Principal’s Representative to obtain a determination as to when the Rail Industry Safety Induction (RISI) Identification Card is required for the Contractor’s Activities. See TSR S1 Clause 8.4 for further information.

The Contractor must ensure that no person undertakes Rail Safety Work unless they have been issued with a certificate of competency under the Rail Safety Act. The Contractor shall develop and implement a “Competence Management System” or “CMS” that is supported by Goal Structured Notation. The CMS forms part of a Safety Management System and shall provide procedures to assure that each of the following issues are sufficiently managed:

(a) identification of Rail Safety Work and Workers;
(b) selection and recruitment of Rail Safety Workers;
(c) competence assessment criteria and methods;
(d) assessment of suppliers and contractors;
(e) register of Rail Safety Workers and certification;
(f) Rail Safety training and development;
(g) verification and audit of the Competence Management System;
(h) review and feedback of safety performance data and information;
(i) record keeping;
(j) management of sub-standard performance;
(k) safety validation of organisational change;
(l) maintaining subject matter expert’s competence; and
(m) fitness of Rail Safety Workers.

The Contractor must keep an up-to-date register of persons who hold certificates of competency for Rail Safety Workers. This register must include the issue date and expiry date of the certificate and comply with all regulatory requirements and Laws. The Contractor must submit the register to the Principal’s Representative on a monthly basis or at other intervals as indicated by the Principal’s Representative.
The Contractor must ensure that only personnel (including visitors) that hold a RISI card issued by RailCorp are permitted to enter the Rail Corridor.

8.3. Rail Safety

The Contractor must develop and implement processes to ensure that:

(a) any person supervising the Contractor's Activities on or in the vicinity of the Rail Corridor has the qualifications required by RailCorp and the Principal;

(b) any person setting up safe work arrangements for Contractor's Activities on or in the vicinity of the rail environment has the qualifications required by RailCorp and the Principal;

(c) all Contractor's Activities must be assessed for safety including its potential to intrude on the Danger Zone;

(d) without limiting the obligations under sub-paragraphs (a) and (b), any person who is to perform Rail Safety Work holds appropriate certificates of competency as required under the Rail Safety Act;

(e) SWMS are prepared for any activities on or adjacent to the Rail Corridor that have the potential to impact on the rail infrastructure, train operations, station platforms or RailCorp facilities. The Contractor must process the review of all SWMS associated with or adjacent to the Rail Corridor through the WAA (using the TNSW Work Activity Advice 4TP-FT-105) and the meetings held pursuant to the Interface Agreement;

(f) WAAs and associated SWMS are submitted to the Principal's Representative for review in accordance with the requirements set out in the Contract at least six (6) weeks prior to the commencement of the activity and addresses the requirements of the Interface Agreement;

(g) a WAA includes a risk assessment performed by a Competent Person. This risk assessment is in addition to the risk assessments undertaken as part of the production of SWMS. A WAA risk assessment is to ensure that all safety hazards have been identified and that the safety risks associated with the combination of the proposed SWMS are effectively managed;

(h) compliance is achieved with the Principal's Rail Safeworking Arrangements, based upon (without limitation) the following principles:

(i) people must have a safe place immediately available when on track;

(ii) when on track and in the Danger Zone people must be protected;

(iii) people and trains must be separated at all times;

(iv) if trains cannot be separated from people, they must be managed to ensure the safety of people on the track;

(v) a safety assessment must be completed before entering the Danger Zone;

(vi) all relevant information must be provided to people;

(vii) workers must be competent in rail safeworking;

(viii) workers must be warned about the hazards within the Rail Corridor;

(ix) rail traffic must meet technical and operational standards; and

(x) safe routes must be established for all rail traffic;
(i) the Contractor's employees and Subcontractor employees working in or adjacent to the Rail Corridor attend a pre-work safety briefing each day (or more frequently if work practices dictate) with a qualified work supervisor. This briefing must detail the agreed nature of the work, the effect of the work on the rail operations and the methods of safe working that must be employed. Pre-work safety briefings must be in accordance with all RailCorp and Principal requirements;

(j) the Contractor obtains the Principal's Representative's approval for the introduction of new or modified rolling stock onto the Site; and

(k) the Contractor obtains the Principal's Representative's approval for the introduction of new or modified rolling stock maintenance activities.

The Worksite Protection Personnel must brief all personnel undertaking the Contractor's Activities on the Worksite Protection arrangements at the Site at the start of each shift or as is required by the Contractor's Activities (and agreed by the Principal's Representative).

8.4. Work on Track Methods for Working Safely

Unless specified by the issue of a Safeworking Notice by the Principal's Representative, the primary work on track methods for working safely are summarised as follows:

<table>
<thead>
<tr>
<th>Site</th>
<th>Specification</th>
<th>Method of Worksite Protection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Site</td>
<td>A site under construction without any rail traffic movements, or traction power systems being installed.</td>
<td>Nil. RISI Identification is not required. If further clarification is required refer to the Principal's Representative.</td>
</tr>
<tr>
<td>TNSW Rail Site</td>
<td>A TNSW managed and controlled rail site which has no interface access with other rail sites or rail systems.</td>
<td>Work within or potential to impact the Danger Zone requires TNSW's Local Possession Authority (TLPA).</td>
</tr>
<tr>
<td>Note:</td>
<td>• Should a TNSW rail site encroach on the Danger Zone of any other adjoining Rail Transport Operator (RTO) rail sites, adjacent line protection must be implemented and managed in accordance with the rules of the adjoining RTO.</td>
<td>Work within the rail site but outside of the Principal's Danger Zone may be performed without a TLPA as long as the work is performed under the direction of a Protection Officer.</td>
</tr>
<tr>
<td></td>
<td>• An access interface is considered removed if points that allow entry and exit to the site are secured and a physical barrier is established at the limits of the TNSW rail site.</td>
<td>RISI Identification Card requirements need to be verified with the Principal's Representative.</td>
</tr>
<tr>
<td>Other RTO Rail Sites</td>
<td>A rail site managed and controlled by another accredited RTO.</td>
<td>Other RTO's Network Rules and Procedures</td>
</tr>
</tbody>
</table>

Before returning infrastructure affected by the Contractor's Activities back into service, the Contractor must submit to the Principal's Representative, for review in accordance with the requirements set out in the Contract, certification that completed track work is fit for its intended purpose from:
the Contractor’s designers (including relevant Subcontractors carrying out such design); and

persons who hold RailCorp track inspector qualifications of Maintain Track Geometry (00188), Visually Inspect and Monitor Track (00191), and Record and Analyse Track Parameters (00185).

8.5. Swing Arm Plant

The Contractor, in determining whether there is a requirement for the use of restrictors for swing arm plant, must consider the following factors:

(a) the work environment including weather conditions where the work is to be undertaken (e.g. clearances to the overhead wires or Danger Zone);

(b) the topography where the work is to be undertaken (e.g. width of the corridor);

(c) whether the restrictors afford the highest level of protection to make the task safe;

(d) whether an alternative item of plant can be used;

(e) whether the use of restrictors introduce additional hazards to the process;

(f) whether the operator is trained, competent and certified to operate the plant and restrictor (e.g. computer based);

(g) the restrictor type and relevant usability factors (e.g. audio, mechanical, electronic, laser, GPS with laser technology, radius indicators, etc.);

(h) the size of the plant and its potential radius / reach capability;

(i) if the plant is dependant upon hydraulics to lift and navigate the swing arm, whether it is fitted with a hydraulic failure controlled descent device; and

(j) whether the restrictor complies with Australian Standards and designed for the plant that is being used.

In planning for Contractor’s Activities to be undertaken with Construction Plant using restrictors, the Contractor must complete a safety assessment of all of the Contractor’s Activities to be performed within the Rail Corridor, including for the potential to encroach into the Danger Zone.

The Contractor’s Site supervisor and plant operator, and the Protection Officer must be involved in any safety assessment which involves swing arm plant. The safety assessment must consider the following:

(k) risks have been identified, documented and controlled where plant is utilised out of the Danger Zone;

(l) whether plant used in the work will intrude into the Danger Zone;

(m) the effect of the formation of the railway line and the topographical location on the Contractor’s Activities;

(n) whether the level of noise from equipment and rail traffic will be excessive;

(o) managing risk of plant rolling over;

(p) identification and protection of electrical infrastructure; and

(q) resources required to undertake the Contractor’s Activities safely.

The Contractor’s construction planning process must include the validation of the proposed method of work to be carried out on the day. This validation process must include the
completion of a site specific risk assessment and development of a plant working diagram by
the Contractor’s site supervisor or construction engineer in conjunction with the project rail
safeworking coordinator and any other required project personnel. All potential safety
hazards and control measures must be documented in SWMS before work is to commence.

The Contractor’s Site supervisor must conduct a pre-work briefing with all personnel
involved, including the Protection Officer, prior to commencing the work. The Site
supervisor’s pre-work briefing must include the following items:

(r) description of swing arm plant and equipment being used, including the type of
restrictron(s) being used;

(s) details of the “line in the sand” for the positioning of the chassis of the swing arm
plant or equipment being used (including consideration of the size and reach of the
swing arm plant or equipment);

(t) arrangements for the provision of a spotter;

(u) reference to the details included in the Worksite Protection Plan prepared by the
Protection Officer that includes swing arm plant considerations; and

(v) in the case of operations involving the use of a crane, details of the lifting plan
developed for the Contractor’s Activities.

8.6. Use of Rolling Stock, Hi-Rail Vehicles and Work Trains

Rolling stock and rail traffic is not permitted to travel or operate on the Site without the
approval of the Principal’s Representative.

The Principal’s Representative may also impose requirements, limitations and constraints on
rail traffic travelling or operating on the Site.

To the extent that any part of the Contractor’s Activities requires the use of hi-rail vehicles or
work trains, the Contractor must:

(a) ensure that such vehicles are only operated by persons with appropriate
competencies and by an organisation which holds accreditation as a Rolling Stock
Operator (as that term is defined under the Rail Safety Act);

(b) ensure that hi-rail vehicles are duly checked and certified as being fit for their
intended use at the start of each shift;

(c) ensure that the utilisation of hi-rail vehicles or work trains is appropriately addressed
in the Contractor’s procedures to ensure safe operations, to prevent injury and
damage to infrastructure and to ensure that responsibilities are identified and
documented;

(d) assess the past record of potential Subcontractors to ensure that they comply with
the Rail Safety Law and relevant rail accreditation requirements. The results of
these assessments must be made available to the Principal upon request;

(e) set out and carry out regular reviews of the performance of train and hi-rail
operators engaged for the undertaking of the Contractor’s Activities (including at
least one review after each major Track Possession or Incident, or in any event
every three months). The results of these reviews must be made available to the
Principal upon request; and

(f) only use plant authorised on the rolling stock register.
8.7. Fatigue, Medical and Health Management

For workers carrying out Railway Safety Work the Contractor must apply the following fatigue, medical and health minimisation controls:

(a) implement a fatigue management program that:
   (i) addresses the requirements of the Rail Safety Law and TSR S1 Clause 7.3;
   (ii) restricts workers to no more than 12 hours worked at a time not including travel time to and from work, unless there is a declared Incident in which case work can be performed up to a maximum of 16 hours at a time, as long as workers are not required to drive a motor vehicle or operate heavy plant or equipment between the 13th and 16th hour);
   (iii) includes periods of 11 hours rest away from work;
   (iv) restricts the maximum number of work days to 12 work days in 14 consecutive days;
   (v) minimises to five consecutive occasions where eight (8) hours are worked at night (i.e. after normal office hours) or four (4) consecutive occasions where 10 hours are worked at night or three (3) consecutive occasions where 12 hours are worked at night without a 48 hour rest break;
   (vi) ensures employees receive a minimum of 48 consecutive hours free of work in a 14-day period; and
   (vii) has the capacity to replace or relieve workers where unplanned or unavoidable extended hours have created a risk to employee health and safety;

(b) inform such persons that they are subject to medicals and health assessments in accordance with the National Standard for Health Assessments of Rail Safety Workers;

(c) ensure that the National Standard for Health Assessments of Rail Safety Workers are undertaken and documented including re-examinations. The documented records must be maintained according to the State Records Act 1998 (NSW); and

(d) inform such persons that additional medical and health assessments may be required to be undertaken where they are involved in a safety accident or where there is reasonable cause for concern that person may be unable to perform work safely (such as upon return from a long illness).

8.8. Safety Related Procurement

The Contractor must, as part of the procurement and management processes for Subcontractors, ensure that:

(a) the Subcontractors have appropriate systems and practices in respect of all Railway Safety Work and that they comply with those systems and practices at all relevant times;

(b) the Subcontractor's employees are qualified and competent to undertake Railway Safety Work as required by Rail Safety Law; and

(c) the Subcontractor's employees are trained and inducted on any Site specific Rail Safety procedures.
8.9. Subcontractor management:

The Contractor’s processes for managing subcontractors must ensure that:

(a) subcontractors have appropriate systems and practices in respect of Rail Safety and that they comply with those systems and practices;

(b) subcontractors personnel are qualified to undertake Rail Safety Work as required; and

(c) subcontractor personnel are trained and inducted on site specific Rail Safety procedures.

8.10. Audit and review

8.10.1. Rail Safety Accreditation Audits

The Contractor must develop and implement an internal audit program that ensures compliance of its activities and those of its subcontractors with the TfNSW Rail Safety Accreditation requirements and the requirements of the Rail Safety Act 2008 (NSW).

The minimum frequency of audits to be conducted by the Contractor is:

(a) Track Possession work: an audit must be conducted prior to each track possession or closedown period to ensure that all procedures, processes and arrangements required for effective management and completion of the possession are in place;

(b) Competency Assessment: a minimum of 2 audits per year must be conducted of processes in place to assess the competence of the Contractor’s personnel, including subcontractors and their personnel;

(c) Engineering Authority: a minimum of two audits per year of the process for obtaining authority to undertake design tasks and assuring that the design meets all necessary legislative, safety and operating requirements;

(d) Drug and Alcohol Policy: a minimum of one audit per year of the policy and processes for ensuring that personnel involved in Rail Safety Work are drug and alcohol free;

(e) Fatigue Management: a minimum of two audits per year of processes in place for managing and monitoring fatigue in Contractor personnel, including subcontractors and their personnel. Additional audits may be required where there are major works occurring during weekend track possessions, or close down periods; and

(f) Incident Reporting: a minimum of two audits per year of Incident reporting processes to determine if they satisfy the requirements of the Rail Safety Act 2008 (NSW) and the Work Health and Safety Act 2011 (NSW) and other relevant Laws.

8.10.2. Audits by TfNSW

The Principal’s Representative reserves the right to conduct audits of the Contractor’s Activities covering the above issues from time to time during the Contract. The Contractor must make available all resources including documentation and personnel to support these audits. The audits will be carried out as collaborative audits involving the Contractor’s personnel and technical specialists.
8.11. Security

The Principal will develop, in conjunction with the Contractor, a "Security Management Plan" in accordance with Section 16 of the Rail Safety Act. The Contractor is responsible for ensuring that the Contractor’s Activities, including its obligations as set out in TSR S1 Clause 7.10, are compliant with the Security Management Plan.

9. Safety Incident Investigation, Reporting and Recording

9.1. General

The Contractor must notify the Principal’s Representative of any Incident in accordance with TSR C1, and must develop processes which address these requirements. The Contractor must:

(a) document the processes for communication in relation to safety issues and emergencies;
(b) maintain a current list of relevant names, telephone numbers (all-hours), email addresses and facsimile numbers; and
(c) document details of emergency services.

9.2. Investigation of Occurrences

The Contractor must develop and implement a procedure for the investigation of all Incidents, including WHS and Rail Safety occurrences, with the purpose of ascertaining the cause of the Incident and ensuring that appropriate actions are taken to prevent recurrence. This procedure must reflect two types of investigation; a minor investigation and a major investigation. Minor investigations can be used if the severity or potential severity is low/medium. Major investigations are normally used:

(a) if the severity or potential severity is high;
(b) for any serious injury or occurrence (WorkCover defined); or
(c) for any notifiable occurrence excluding alcohol & drug failures (ITSR defined).

The procedure must describe the investigation methods to be used, the timing of investigations, the various levels of investigations to be undertaken and the composition of the various investigation teams, and the training that must be undertaken by the investigation team. The Incident investigation undertaken must be free from all bias.

For each incident and subsequent investigation, the Principal’s Representative will notify the Contractor whether the investigation of an Incident is a major investigation or a minor investigation.

The Contractor must undertake an investigation into all near-miss or actual Incidents and implement controls to prevent recurrence. The Principal’s Representative may direct the Contractor to undertake an investigation into an Incident or potential Incident. The Principal’s Representative may also participate in any investigation being undertaken by the Contractor or initiate its own investigation. If the Principal’s Representative initiates its own investigation the Contractor must provide the Principal’s Representative with all assistance reasonably required for the purposes of the investigation.
The Contractor must use the following forms to record the results of investigations:

(d) TfNSW Minor Investigation Report 90-FT-001
(e) TfNSW Major Investigation Report Template 90-FT-178

Both minor and major investigations must be submitted to the Principal's Representative in draft form for approval before finalizing.

Minor investigations must be provided to the Principal’s Representative within 28 days of the occurrence of the relevant Incident. Major investigations must be provided to the principal within 42 days of the occurrence of the relevant Incident.

The Contractor must progressively record the results of all investigations that it undertakes. The Contractor must provide the Principal's Representative with an interim investigation report within 24 hours of a request from the Principal's Representative. The Contractor must attach any necessary statutory notifications forms, statutory notices and notice of any fines received to this interim report.

9.3. Reporting of Incidents

The Contractor must notify the Principal’s Representative of any Incidents in accordance with TSR C1 on Safety and Environmental Incident Report 90-FT-002 and transmit this electronically to the Principal's Representative within the given timeframes set out in TSR C1.

All WHS Notifiable Incidents and Rail Safety Notifiable Occurrences must be reported by telephone to the Principal's Representative and in the case of an Alliance contract the Alliance Manager, within two (2) hours of the Contractor becoming aware of the occurrence.

For WorkCover defined Notifiable Incidents the person with management or control of a workplace must take measures to ensure so far as reasonably practicable, that the site where the Incident occurred is not disturbed until an inspector arrives at the site or any earlier time that an inspector directs.

For WHS Notifiable Incidents refer to sections 35, 36 and 37 of the WHS Act 2011. WorkCover should be telephoned immediately on 13 10 50, in order that WorkCover may instigate its own investigations. Reporting can also be by electronic communication (using a mode of electronic communication approved by WorkCover) providing the information requested by WorkCover. The Contractor must also provide the Principal's Representative, and in the case of an Alliance contract the Alliance Manager, with a copy of this electronic communication notice within two (2) hours of the Incident occurring.

Where any type of notice, infringement or fine by WorkCover NSW or the Independent Transport Safety Regulator (ITSR) has been issued to the Contractor whilst undertaking the Contractor’s Activities, the Contractor must immediately notify the Principal’s Representative and in the case of an Alliance contract the Alliance Manager, and must provide the Principal's Representative with a copy of the notice, infringement or fine within two (2) hours of receiving it.

10. Safety Inspections, Monitoring and Reporting

10.1. Safety Inspections

The Contractor must develop and implement a system for conducting regular safety inspections which complies with the requirements outlined in the NSW Government OH&S Management System Guidelines for inspection and testing. The Contractor may incorporate
these inspection requirements into the ITPs developed by the Contractor in accordance with TSR Q1. The Contractor must provide the Principal's Representative with a Site inspection regime and must participate in collaborative safety inspections with the Principal's Representative.

The Contractor must:

(a) maintain inspection registers of assets, activities and systems that require formal inspection. These registers are to be made available on Site at all times;

(b) perform and document daily pre-start inspections of all Construction Plant and any rolling stock;

(c) conduct safety inspections at least weekly, or more frequently if the Contractor's Activities warrant. Inspections should also identify hazards associated with the Contractor's Activities;

(d) include in its safety inspections all work undertaken by Subcontractors;

(e) record the results of all safety inspections indicating, as a minimum, the date, the person(s) undertaking the inspection, the items/activities inspected, the findings, actions required, by whom and when;

(f) participate in collaborative safety inspections with the Principal on a monthly basis (or more frequently if required by the Principal's Representative);

(g) record the results of and the parties present at all consultative safety inspections addressing the requirements of parts (c) and (f) above;

(h) record any non-compliances that were discovered during safety inspections and treat these non-compliances in accordance with TSR Q1; and

(i) ensure that appropriate and timely action is taken to eliminate or reduce hazards and non-compliances.

Each non-compliance must be addressed and the party being inspected must be provided with the corrective actions. Corrective actions must detail:

(j) the corrective action required;

(k) priority and date for corrective action close out; and

(l) person accountable for the corrective action.

10.2. Safety Performance Reporting

The Contractor must provide monthly safety statistics electronically to the Principal's Representative, by the first Business Day of the following month, using TINSW Monthly Safety Statistics & Incident Summary 9D-FT-096. It must include but not be limited to:

(a) number of employees on site and hours worked;

(b) lag indicators;

(c) proactive safety indicators for Contractor's Activities (the Contractor must as a minimum develop 5 project specific lead indicators and obtain the Principal's Representative's concurrence on the lead indicators which are to be reported monthly);

(d) list of proactive activities undertaken; and

(e) list of inspections, audits and number of corrective actions open and closed.
If required, the Contractor must also provide data into an electronic system as determined by the Principal’s Representative.

10.2.1. Non-conformances and Corrective Actions

The Contractor must develop and implement procedures to manage non-conformances and corrective actions in accordance with TSR Q1. The Contractor must also identify the consultative process that has been applied and how the non-conformance will be treated.
ANNEXURE A – Additional Project Requirements
## Additional Project Requirements

### A1 Project Safety Leadership Team

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Applies</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>TfNSW will establish a Project Safety Leadership Team. (Yes / No)</td>
<td>Yes</td>
<td>Mentioned in clause 4.2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(&quot;Yes&quot; applies if not filled in)</td>
</tr>
</tbody>
</table>

### A2 Emergency and Crisis Management Drills

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Applies</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Contractor must run quarterly Emergency and Crisis Management drills. (Yes / No)</td>
<td>Yes</td>
<td>Mentioned in clause 6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(&quot;Yes&quot; applies if not filled in)</td>
</tr>
</tbody>
</table>

### A3 Project-Specific Amendments to TSR S1

<table>
<thead>
<tr>
<th>Clause/Para/Line</th>
<th>Project Specific Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2</td>
<td>Delete Clause 1.2 and replace with &quot;Not Used.&quot;</td>
</tr>
<tr>
<td>4.1(f)</td>
<td>Delete Clause 4.1(f) and replace with the following:</td>
</tr>
</tbody>
</table>
|                  | "address all elements and objectives (including this TSR S1) and the NSW Government OH&S Management System 
|                  | Guidelines,"                                                                                 |
| 4.1              | Add:                                                                                          |
|                  | "Where demolition works form part of the Contractor's Activities, the Contractor must comply 
|                  | with the Safe Work Australia 'Demolition Work Code of Practice' and incorporate a demolition 
|                  | plan into the Project Safety Management Plan."                                               |
| 4.6              | Add:                                                                                          |
|                  | "4.8 Demolition Management Plan"                                                              |
|                  | The Contractor must prepare a Demolition Management Plan in accordance with the requirements 
|                  | of AS 2601, 'The Demolition of Structure, for demolition activities that form part of the 
|                  | Contractor's Activities. The Demolition Management Plan submitted in accord with 9.8(a) of 
|                  | the Contract, and any amended Demolition Management Plan submitted in accord with 9.8(f) of 
|                  | the Contract, must be certified by an appropriately qualified structural engineer.              |
|                  | The Demolition Management Plan must be submitted to the Principal's Representative for review 
|                  | in accordance with the requirements set out in the Contract. Once the Demolition Management 
|                  | Plan has been reviewed and not rejected by the Principal's Representative in accordance with 
|                  | the requirements set out in the Contract, the Contractor must implement and comply with the 
|                  | Demolition Management Plan.                                                                    |
|                  | The Contractor must ensure that the individual developing the Demolition Management Plan has 
|                  | the relevant competencies required of this task. The Contractor is to assess the individual's 
|                  | competency in accordance with TSR S1 Clause 7.1.2 and include evidence of this assessment, 
<p>|                  | and all relevant supporting documentation, in the Demolition Plan.&quot;                           |</p>
<table>
<thead>
<tr>
<th>Clause</th>
<th>Text</th>
</tr>
</thead>
</table>
| 7.17(h) | Add the following to Clause 7.17(h): 
“(iv) appropriate slope and angle indicators, such as inclinometers or tilt meters, that provide the operator real time position information on all parts of the plant that may affect stability. Calibration of these indicators must be performed in accordance with the manufacturer’s specifications;” |
| 7.17 | Add the following to Clause 7.17: 
"The requirements of clause 7.17(h)(iv) apply to all articulated dump trucks, mobile cranes, excavators and any other plant when used as cranes. The Contractor must perform a risk assessment for all items of plant and plant uses to determine whether level indicators are required. The Project Contractor must include this risk assessment in the Project Safety Management Plan."

7.17 | Add the following to Clause 7.17: 
"The Contractor must also ensure that all excavators and other earth moving machinery fitted with quick hitch mechanisms for locking of attachments such as buckets, are to be of the fully automatic type with a secondary locking mechanism. The secondary locking mechanism is to be capable of preventing the excavator attachment from releasing in the event of a partial or total failure of the power supply or when the operator stops operating the machine. 

IMPORTANT NOTE: All half-hitch, mechanical-hitch, form-lock, semi-automatic types are prohibited on TNSW projects."

7.25 | Add: 
"7.25 Compressed Air Equipment

The Contractor must ensure that all compressed air hose connections are fitted with the following manufacturer compliant equipment:

(a) Whip checks or wire socks at each coupling connection; 
(b) Nylon locking nuts at finger hose clamps; and 
(c) Safety locking pins/shackles at all couplings.

The Contractor must check all pneumatic hoses for effective clamping and wear and tear at each pre start inspection. Any defective equipment must be removed from service until the defects are rectified. 

Safe Work Method Statements for all work requiring the use of compressed air equipment must acknowledge the potential for compressed air hose whip and identify appropriate control measures."

7.24 (paragraph 3) | Add the following to paragraph 3 of Clause 7.24: 
"The Contractor must conduct a risk assessment to determine the number of defibrillators required across the Site, but as a minimum must provide one (1) defibrillator. The Emergency and Crisis Management Plan must set out the procedures to determine which activities require a defibrillator to be present at the relevant work location."

9.3 (paragraph 1) | Delete paragraph 1 of Clause 9.3 and replace with the following:
"The Contractor must notify the Principal’s Representative of any Incidents in accordance with TSR C1 by using the INX InControl online incident management system. The Alliance must log on to the web site https://tfnsw.inxsoftware.com/ and report the Incident using Add New Event Report under the Event Reports tab within the given timeframes as set out in TSR C1.

If the online INX InControl incident management system is not accessible, the Contractor must complete the Safety and Environmental Incident Report 90-FT-002 and transmit it to the Principal’s Representative electronically via email to safety.mailbox@projects.transport.nsw.gov.au within the timeframes as set out in TSR C1."

| 10.2 (Paragraphs 1 and 2) | Delete paragraphs 1 and 2 of Clause 10.2 and replace with the following:

"The Contractor must provide monthly safety statistics electronically to the Principal’s Representative, by the 25th Day of the month for that month’s statistics, using TfNSW Monthly Safety Statistics & Incident Summary 90-FT-096. The statistics provided must include but not be limited to:" |
ANNEXURE B – List of Reference Documents
List of Reference Documents

General
AS 4602 High Visibility Safety Garments
AS/NZS 1576 Scaffolding
AS 1577 Scaffold Planks
AS/NZS 4576 Guidelines for Scaffolding
AS/NZS 2210 Occupational Protective Footwear
AS/NZS 1801 Occupational Protective Helmets
AS 1337 Eye Protectors for Industrial Applications
NSW Government Code of Practice for Procurement
NSW Government Guidelines for Auditing Project OHS Management Plans
NSW Government Occupational Health and Safety Management System Guidelines
Work Health and Safety Act 2011 (NSW)
State Records Act
TfNSW Alcohol and Other Drugs Standard 60-ST-010
TfNSW Working Near Utilities - 4TP-ST-107
TfNSW Guide to Management of Work near Utilities - 4TP-SD-043
TfNSW Safety and Environmental Incident Report 90-FT-002
TfNSW Monthly Safety Statistics & Incident Summary 90-FT-096
TfNSW Minor Investigation Report 90-FT-001
TfNSW Major Investigation Report Template 90-FT-178
TfNSW Procedure for Management of Working near Utilities - 4TP-PR-159
Transport for NSW Safety Policy
TfNSW Work Activity Advice 4TP-FT-105

WorkCover (NSW) Code of Practice Amenities for Construction Work
WorkCover (NSW) Code of Practice Occupational Health and Safety Consultation
WorkCover (NSW) Code of Practice Work Near Overhead Power Lines
WorkCover (NSW) Code of Practice Work Near Underground Services
Additional References for Working In and Adjacent to the Rail Corridor and Rail Environment

AS 4292 Railway Safety Management

AS/NZS ISO 31000:2009 - Risk Management National Standard for the Health Assessments of Rail Safety Workers

National Standard for Health Assessments of Rail Safety Workers

RailCorp Project Safety Agreement (PSA) (SMS-06-FM-1362)

Rail Safety (Drug and Alcohol Testing) Regulation 2008 (NSW)

Rail Safety Act

Rail Safety Regulation 2008 (NSW)

RailCorp RailSafe Network Procedures

RailCorp RailSafe Network Rules

Railway applications. The specification and demonstration of reliability, availability, maintainability and safety (RAMS) (EN50126)

TfNSW Generic Rail Safety Risk Register 30-SD-038

TfNSW Generic Work Health and Safety Operational Risk Register 30-SD-101

TfNSW Project Safety Risk Management Procedure 3TP-PR-126
TfNSW Standard Requirements
TSR Q1 – Quality Management

5TP-FT-328/1.0

Template Applicable to:

Transport Projects

Quality Management System

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1. Introduction

1.1. General

The purpose of this TSR Q1 is to describe the quality requirements and processes which the Contractor (including Subcontractors) must comply with under the Contract.

1.2. Terms and Definitions

Unless the context otherwise provides, wherever used in this TSR Q1, words and phrases defined in the TSR Prelude, the General Conditions, ISO9000 and ISO9001:2008 have the meaning given to them in those documents.

1.3. User instructions

For a contract other than Alliance contract, the definitions used in this TSR Q1 have the meanings as set out in the Contract and in TSR Prelude.

For an Alliance contract, the definitions used in this TSR Q1 have the meanings as set out in the Project Alliance Agreement and in TSR Prelude as well as below. Where a defined term below conflicts with a defined term in TSR Prelude the defined term below will apply:

"Contract" means "Agreement".

"Contractor" means "Alliance".

"Contractor's Activities" means "Alliance Activities".

"Design Documentation" means all design documentation (including design standards, design reports, durability reports, construction descriptions, specifications, models, samples, calculations, drawings, digital records, computer software and all other relevant data) in computer readable and written forms, or stored by any other means, required to be produced by the Alliance to design and construct the Alliance Works.

"Principal" means "TfNSW".

"Principal's Representative" means "TfNSW Representative".

"Project Definition Documents" means any or all of the following:

(a) The Project Brief;
(b) The Business Requirements Specification (BRS);
(c) The System Requirements Specification (SRS); and
(d) any other Project Definition Phase documents provided by the Principal.

"Temporary Works" means "Alliance Temporary Works".

"Works" means "Alliance Works".

2. Contractor's Quality Management System

The Contractor must have in place and maintain a quality management system compliant with ISO 9001:2008 and the NSW Government Quality Management System Guidelines.
Where the Contractor’s quality management system is accessible electronically, the Contractor may (subject to prior written approval from the Principal’s Representative) provide the Principal with access to project relevant parts of its electronic system in lieu of hard copies. At any time during the Contract, the Principal’s Representative may request that the Contractor submit hard or electronic copies of any and all documents relevant to the Contractor’s Activities and the Works.

3. **Contractor’s Quality Management Plan**

The Contractor must develop and implement a project-specific "Quality Management Plan" or "QMP" which describes how the requirements of ISO 9001:2008 will be implemented during the project. The Contractor must describe the method for preparing the QMP and include guidelines about how to determine project-specific requirements applicable to the Works.

The Contractor must fully address the requirements of both ISO 9001:2008 and TSR Q1 in the QMP. The quality assurance provisions contained within TSR Q1 and ISO 9001:2008 are in addition to any technical requirements prescribed in the Project Definition Documents.

3.1. **Control of Documents**

The Contractor must stipulate the processes and approval regime for the drafting, modifying and updating of the QMP.

In addition to the requirements of ISO 9001 Clause 4.2, the Contractor must provide access (to the Contractor’s personnel and the Principal’s Representative) at all times at the Site to copies of ISO 9001, the Contract and the Design Documentation required by the Contract or necessary to be produced by the Contractor to design and construct the Works and Temporary Works.

3.2. **Control of Quality Records**

The Contractor must retain all product and service conformance records including the Subcontractors’ service conformance records and certificates (together the "Quality Records") for a period of no less than five (5) years from the Date of Completion. The Quality Records produced must satisfy the requirements of the Contract. TSR Q1 Annexure C includes a non-exhaustive list of Quality Records which are required by this TSR Q1. The Contractor must review this list and add any other Quality Records set out in the Contract.

All records must be made available to the Principal. Copies of these documents must be forwarded to the Principal for his own copy and record and the Contractor must ensure that the Principal’s copies are kept current and up-to-date. Where the Contractor is required to forward records to the Principal’s Representative, the Contractor must submit one original and three copies (one of which is unbound) of each document (including draft and final reports, specifications, drawings, plans, etc). In addition, the Contractor must also submit an electronic copy on CD/DVD in PDF and native formats (such as Microsoft Word, Microsoft Excel, CAD in *.dwg or *.dgn) of all relevant documents.

Upon request by the Principal's Representative, the Contractor must provide the Principal's Representative with copies of any Quality Records. Those Quality Records which are not required or not available on-site, must be forwarded to the Principal's Representative within three (3) Business Days of the request.
3.3. Submission

The QMP must be submitted to the Principal's Representative for review in accordance with the requirements set out in the Contract and TSR Prelude.

Where the Contractor's quality management system including the project QMP is not structurally comparable with the structure of ISO 9001:2008, the Contractor must include a matrix or equivalent in the QMP demonstrating how the Contractor's QMP addresses the requirements of TSR Q1 and ISO 9001:2008. An example compliance matrix is included in TSR Q1 Annexure C.

The Principal's Representative may at any time by written notice direct the Contractor to further develop, update or amend the QMP or any of its parts. Such direction will specify the reasons why such development, update or amendment is required. Whenever such a direction is issued, the Contractor must submit the revised QMP to the Principal's Representative for review in accordance with the requirements set out in the Contract and TSR Prelude.

3.4. Management Review

The Contractor must review and update the QMP in accordance with the requirements of ISO 9001 Clauses 5.6, 5.6.2 and 5.6.3:

(a) if the term of the Contractor's Activities exceeds 6 months; or

(b) if specified in TSR Prelude.

3.5. Internal Audit

The Contractor must proactively ensure that its quality management system through the QMP is implemented and effective at achieving conformity with all requirements of the Contract and the QMP. The Contractor must incorporate in the QMP an audit schedule for the Contractor's Activities. This schedule must include the following types of audit:

(a) audits of the operation of the quality management system to evaluate its effectiveness as applied to the project;

(b) product and service audits to assess the conformity of the product or service with the specified requirements; and

(c) audits of work process control, to evaluate how effectively work process controls are implemented in practice.

The Contractor's audit must include in its scope the activities and products of Subcontractors engaged to carry out any of the Contractor's Activities. The audit schedule must be periodically reviewed and adjusted by the Contractor during the performance of the Contractor's Activities to ensure that the frequency of audits and the areas targeted for audit are relevant to the stage of the Contractor's Activities at which they are undertaken. The Contractor must provide the Principal's Representative with access to the audits, audit findings and audit action closeout progress.

The Principal will conduct audits of the Contractor's QMP to verify compliance with the requirements of the Contract. The Contractor must make available all resources including documentation and personnel to support these audits. The audits will be carried out as collaborative audits as described in TSR Prelude.
4. Management Responsibility

4.1. Responsibility, Authority and Communication

The QMP must:

(a) include a description of the management structure for control of the Contractor’s Activities down to foreman/supervisor level including any support for work health and safety, environment and quality personnel;

(b) list the main responsibilities and authorities of persons identified in the management structure including responsibilities for:

(i) receiving, in-process and final inspection and testing;
(ii) identifying/recording quality problems;
(iii) ensuring corrective action is implemented and effective; and
(iv) controlling non-conforming products until they are rectified; and

(c) nominate persons to have the responsibility and authority for planning and implementing training and induction for the quality management system for the Contractor’s Activities, including establishing competence needs.

4.2. Management Representative

The Contractor must nominate in the QMP a "Management Representative" who is to have the responsibility and authority to enact the requirements of ISO 9001 Clause 5.5.2.

The Management Representative must be contactable by telephone and email at all times during the undertaking of the Contractor’s Activities and must be available to attend meetings at the Principal’s office or at the Site within 48 hours of notice by the Principal’s Representative.

5. Design and Development

Where the design of any part of the Works or Temporary Works is part of the Contractor’s Activities, the Contractor must develop and maintain a Design Management Plan in accordance with the requirements of TSR T1 for all design activities, including those of Subcontractors engaged for design work. Where a design Subcontractor does not have a quality management system which complies with the Contract requirements, the Design Management Plan must include the method of control and verification of the Subcontractors’ activities.

The Contractor may only commence construction activity once all conditions precedent to the commencement of construction activities, including receipt of the Approved for Construction drawings and all requirements under TSR T1, have been met. Drawings such as shop drawings, combined services layouts, structural electrical and mechanical drawings, and equipment installation drawings, which are typically produced during the construction phase, are to be submitted to the Principal’s Representative for review in accordance with the requirements set out in the Contract.
6. Purchasing

6.1. Purchasing Process

The QMP must include a procedure which includes methods to systematically plan and conduct surveillance of Subcontractors' work and any plant, equipment and materials procured for the Works and/or the Temporary Works.

The Contractor must document in the QMP how the procurement requirements set out in the Contract will be included in Subcontracts where applicable.

6.1.1. Surveillance of Subcontractor's work

Where a Subcontractor is to carry out work or provide services that require process verification, the Contractor must evaluate each Subcontractor on its capability to perform this verification. The Contractor must document this evaluation.

With each request to the Principal's Representative for the subcontracting of any part of the Contractor's Activities to Subcontractors (for work that requires the Principal's Representative's approval), the Contractor must submit the following documentation to the Principal's Representative:

(a) a listing of the requirements that are applicable and an explanation of how these requirements have been conveyed to the proposed Subcontractor;

(b) the results and findings of the Contractor's evaluation of the proposed Subcontractor's capability to undertake the works effectively, and of the Subcontractor's method of process verification; and

(c) an explanation of how the Contractor plans to systematically conduct surveillance (inspect, monitor, audit and test) of the Works and Temporary Works once subcontracted to the proposed Subcontractor.

The Contractor must comply with TSR Q1 Clause 7 when receiving products from Subcontractors.

The QMP must include the Subcontractor's documentation used to control processes and to verify the purchased products.

The Contractor must plan and document the surveillance method that will be utilised for each Subcontractor including for the management of information and records generated by Subcontractors. The Contractor must review the documentation submitted by each Subcontractor to ensure that all requirements (including process control and inspection/testing) of the Project Definition Documents are addressed and include this documentation in the Quality Records. The Contractor's surveillance process must cover how nominated Hold Points will be released and other activities to verify that the Subcontractor's output complies with the Principal's requirements.

6.1.2. Procurement of plant, equipment and materials

The Contractor must incorporate any manufacturer and supplier recommendations and directions into its work process, checks and verification to ensure that items are purchased, stored, handled, installed and commissioned in a defect-free state so that the Contractor does not infringe any warranty conditions.
Purchased products and services must be compatible with other products and the Works and the Temporary Works and must be handled, stored, installed and used in accordance with the manufacturer's recommendations.

The Contractor must control delivery schedules so as to minimise long-term storage of products at the Site, and overcrowding of construction spaces. In particular, the Contractor must provide delivery/installation coordination to ensure minimum holding or storage times for products and materials which are recognised to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other causes of loss.

The Contractor may only request that a material or work process specified in the Project Definition Documents be substituted, if there is a demonstrated advantage to the Principal for the substitution. Should the Contractor request a substitution, the request must:

(a) fully identify the product, method or material which is requested to be substituted, and include all information as elsewhere required which applies to the product, method or material to be substituted. The request must also clearly indicate how the proposed product, material or method satisfies the requirements of the Contract in full;

(b) include product data/drawings, description of methods, samples where applicable, a detailed comparison of significant qualities between the current and proposed items, coordination of proposed product, method, material with other affected work, cost information for the proposed product, material or method, and a statement from the Contractor to the effect that the proposed substitution will result in overall work equal to or better than work originally indicated; and

(c) state whether the use of the substitution will require alteration to any part of the Works or the Temporary Works.

The approval of any proposed substitution under the Contract is at the sole discretion of the Principal's Representative.

6.1.3. Compliance with design

Where the design of any part of the Works or Temporary Works is part of the Contractor's Activities, the Contractor's Design Manager must certify that the quality documentation is adequate and sufficient to demonstrate compliance of the Contractor's Activities with the design requirements.

7. Production and Service Provisions

7.1. Control of Production and Service Provisions

The Contractor must include in the QMP work method statements or equivalent process control documents.

The Contractor must prepare and update a schedule of all the proposed work method statements, with estimated dates of their submission to the Principal's Representative. The schedule of proposed work method statements must also include any work method statements nominated by the Principal as required. If the QMP is to be submitted in stages in accordance with TSR Q1 Clause 3.3 then the initial schedule of proposed work method statements must be part of the first submission of the QMP. The Contractor must update the schedule of proposed work method statements for submission to the Principal's
Representative on a monthly basis, and seek the involvement of the Principal’s designers (to the extent that it is relevant to do so).

The Contractor must apply effective procedures to plan, document, implement and monitor the work process including:

(a) the sequence of operations;
(b) risk assessments and controls to manage the risks and hazards;
(c) actions for addressing quality, environmental protection and work health and safety requirements and the Rail Safety Act;
(d) types of equipment required, capability, maintenance and calibration;
(e) any special working environment aspects;
(f) competency and skills of personnel;
(g) work methods and materials to be used;
(h) product characteristics, tolerances and workmanship standards to be met;
(i) inspection, tests and control points;
(j) how the process will be implemented and monitored to ensure its continuing sustainability;
(k) records to be kept as evidence that the work process controls are and remain effective; and
(l) defining the responsibility for implementing and monitoring work process controls and rectifying any deficiencies.

Where the design of any part of the Works is part of the Contractor’s Activities, the Contractor’s Design Manager must certify that the work method statements adequately address the design requirements.

7.2. Validation of Processes Where Outputs Cannot be Verified

The Contractor must identify in the QMP any work process (including Subcontractor work) where the resulting output cannot be verified by subsequent monitoring and measurement. For these work processes, control of the work must be documented and implemented in accordance with ISO 9001 Clause 7.5.2.

7.3. Identification and Traceability

The Works and the Temporary Works are to be subdivided into lots or discrete work areas. A lot or discrete work area must consist of a continuous portion of homogeneous and/or representative material or end product under essentially constant conditions.

The Contractor must document in the QMP the method(s) for subdividing the Works and the Temporary Works into lots or discrete work areas and for allocating lot numbers to uniquely identify each lot.

The Contractor must use the lot number as an identifier on all quality records. The lot number must be recorded on an appropriate register that indicates the three-dimensional location of the lot.

The Principal has the right to reject a lot or discrete work area that is visually non-homogeneous and/or non-representative.
7.4. Setting-Out and Survey

The Contractor must describe in the QMP how it will set-out and survey the Works.

The Contractor must:

(a) check and verify all dimensions and levels on Site and the location of existing services on and within the Site;

(b) set out and survey in accordance with the coordinate system specified in TSR Q1 Annexure A;

(c) verify positions of grids and levels from survey marks;

(d) verify and confirm its acceptance of the cadastral survey and all property boundaries provided by the Principal's Representative;

(e) set out the Works using permanent survey marks for the sole purpose of the Works. The permanent survey marks must be coordinated with the cadastral survey;

(f) preserve and maintain in their true position all survey marks;

(g) give the Principal's Representative not less than 2 Business Days notice of its intention to perform any part of the setting out or levelling, so that suitable arrangements can be made for review of the work by the Principal's Representative; and

(h) provide adequate recovery pegs in suitable locations within or adjacent to the Site.

7.4.1. RailCorp Detailed Site Survey

When conducting RailCorp detailed site surveys, the Contractor must comply with the RailCorp requirements set-out in the reference documents listed in TSR A1 Annexure B. The Contractor must ensure that the personnel performing the RailCorp detailed site surveys are competent and familiar with rail survey requirements.

7.4.2. Measuring equipment

The Principal's Representative will accept certification for laboratory testing equipment from the National Association of Testing Authorities, Australia (NATA), as satisfying the requirements for calibration and verification of measuring equipment described in ISO 9001 Clause 7.6.

8. Quality Inspections, monitoring and reporting

8.1. General

The Contractor must carry out inspection and testing in order to demonstrate conformity of the product to specified requirements. This inspection and testing must be undertaken:

(a) before the product is used in the Works (receiving inspection and testing);

(b) progressively during construction of the Works (in-process inspection and testing); and

(c) as a final check to demonstrate conformity of the product with the Contract requirements (final or acceptance inspection and testing).
The QMP must describe the Contractor's methodology for and processes of inspection and testing.

8.2. Inspection and Test Planning

The Contractor must prepare, maintain and update inspection and test plans in accordance with TfNSW Inspection and Test Plans - Minimum Requirements - 4TP-ST-065.

The Principal may supply the Contractor with specific requirements and inspection and testing regimes for inclusion within the Contractor's ITPs (refer to TSR Q1 Annexure A). The Contractor must incorporate these requirements and inspection and testing regimes into its ITPs to ensure that they cover all acceptance criteria and design intent prior to the submission of the ITPs to the Principal's Representative for review.

Where the design of any part of the Works or Temporary Works is part of the Contractor's Activities, the Contractor must ensure that all design Subcontractors review and endorse the Contractor's ITPs to ensure that they cover all acceptance criteria and design intent prior to the submission of the ITPs to the Principal's Representative for review.

The Contractor must submit any ITPs, inspection, test and verification records to the Principal's Representative for review in accordance with the requirements set out in the Contract. The Principal's Representative will then nominate Hold Points and Witness Points in addition to the ones already nominated in TSR Q1 Annexure A.

8.3. Monitoring and Measurement of Product

8.3.1. General

The Contractor must implement the ITPs for the project, as established in TSR Q1 Clause 8.2.

Unless otherwise agreed by the Principal's Representative, independent laboratories with current registration under a Joint Accreditation System of Australia and New Zealand (JAS-ANZ) registered authority must perform all laboratory testing undertaken for the Works.

8.3.2. Hold Points and Witness Points

The Contractor must establish and maintain a register of all Contractor and Principal nominated Hold Points and Witness Points for undertaking the Contractor's Activities. The Principal's nominated Hold Points and Witness Points are listed in the table in TSR Q1 Annexure A. The register must clearly identify the Hold Points and Witness Points. The register must be updated on a monthly basis to include all Hold Points and Witness Points to be implemented in the following 3 months.

The register and details of the Hold Points and Witness Points must be submitted to the Principal's Representative for review in accordance with the requirements set out in the Contract initially at CDR stage of the detailed design and thereafter one (1) Business Day following each update. The Principal's Representative will undertake a review of the register and may nominate additional Hold Points and Witness Points.

The Contractor must not proceed beyond a Hold Point until the Principal has released the Hold Point. The Contractor must describe in the QMP the method of arranging for the release of Hold Points by the Principal.
8.3.3. Close out of Work Lots and Release of Products

Work lots must not be closed out or products released, dispatched, used or installed until the Contractor has fully verified their conformity. This may involve obtaining the Principal’s approval or release if this is required in the Project Definition Documents and/or the QMP.

Where products or work fail to pass an inspection or test, the work lot must not be closed out until the non-conformity has been rectified and closed out in accordance with TSR Q1 Clause 8.4.

8.4. Control of Non-conforming Product

The Contractor must describe in the QMP how the requirements of this TSR Q1 Clause 8.4 will be implemented on the project.

The Contractor must identify and control all products that fail to meet the acceptance criteria. The Contractor must notify the Principal’s Representative of the non-conformity and record it on an appropriate register. The Contractor must submit a non-conformity report within two (2) Business Days of detection, indicating the proposed disposition and when the disposition is proposed to be undertaken.

If the Principal, through its own surveillance or audit, identifies a non-conformity that has not been identified or satisfactorily addressed by the Contractor’s system, the Principal will issue a TfNSW System Improvement Observations - 9TP-FT-033. This non-conformity must be dealt with in the same manner as if it had been identified by the Contractor.

All detected non-conformances constitute a Hold Point until a rectification method has been accepted by the Principal and implemented by the Contractor.

Hold Point: Covering up of rectified work.
Submission Details: Notification and verification that the rectified work conforms to the acceptance criteria or Principal agreed disposition.
Release of Hold Point: Upon evaluation and or inspection and testing, the Principal may authorise the release of the Hold Point.

8.5. Corrective Action

The Contractor must establish and maintain a “Corrective Action Register” to record a summary of corrective actions. The Corrective Action Register must be established prior to the commencement of the Contractor’s Activities.

If surveillance or any audit by the Principal indicates that the Contractor’s quality management system does not comply with the provisions of the Contract then the Principal may issue a TfNSW System Improvement Observations - 9TP-FT-033. The Contractor must rectify any non-conformities and issues notified by the Principal.

Hold Point: The process referred to in TfNSW System Improvement Observations - 9TP-FT-033.
Submission Details: Details of the corrective action to be implemented.
Release of Hold Point: Upon evaluation, the Principal may provide its written authorisation for the release of the Hold Point.
8.6. Preventative Action

The Contractor must establish and maintain a "Preventative Action Register" to record a summary of preventative actions. The Preventative Action Register must be established prior to the commencement of the Contractor's Activities.

9. Cleaning and Protection of Work

Whilst undertaking the Contractor's Activities, the Contractor must clean and protect the Works, the Temporary Works and the Site. The Site must be in a clean and tidy state at all times (including free from graffiti).

The Contractor must protect newly installed work to ensure no damage or deterioration occurs. The Contractor must also clean and perform maintenance on newly installed Works as frequently as necessary in accordance with the manufacturers' and other relevant cleaning, protection and maintenance requirements until Completion.

The Contractor must remove protection when directed by the Principal's Representative. The Contractor must clean and make good, re-work or re-build any Works soiled, marred or damaged.

9.1. Final Cleaning

The Contractor must provide final cleaning of any building works, immediately prior to Completion. This must consist of cleaning each surface of unit of work to a clean condition expected from a first class building cleaning and maintenance program.

The Contractor must comply with the manufacturer's instructions for cleaning operations.

The necessary building cleaning work includes, but is not limited to, the following:

(a) removal of labels that are not required as permanent labels;
(b) cleaning of exposed exterior and interior hard surfaced finishes to be free from dirt, fingerprints, films and any foreign substances and marks;
(c) except as otherwise indicated by the Project Definition Documents or as directed by the Principal's Representative, avoid disturbance of natural weathering of exterior surfaces;
(d) restore reflective surfaces to original and new reflective condition;
(e) wiping the surface of mechanical and electrical equipment clean, including lift equipment and similar equipment and remove excess lubrication and other substances;
(f) removal of debris and surface dust from limited access spaces, paying particular attention to concealed spaces such as plumbing ducts, shafts, pits, cupboards and false ceiling spaces;
(g) vacuum cleaning of floors, including concrete floors, in areas intended to be occupied;
(h) thorough sweeping, cleaning and where required vacuuming, of all floors to ensure a clean and dust free surface;
(i) cleaning light fixtures and lamps so as to function with full efficiency (re-lamp non functioning lamps); and
(j) cleaning signage.

The Contractor must employ experienced workmen or professional cleaners for final cleaning operations.
ANNEXURE A – Additional Project Requirements
Annexure A - Additional Project Requirements

<table>
<thead>
<tr>
<th>Clause/Para/Line</th>
<th>Project Specific Requirement</th>
</tr>
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<tbody>
<tr>
<td><strong>Section 5</strong></td>
<td>Please note the following amendments highlighted in yellow.</td>
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<tr>
<td></td>
<td>Where the design of any part of the Works or Temporary Works is part of the Contractor’s Activities, the Contractor must develop and maintain a Design Management Plan in accordance with the requirements of TSR·T1 Exhibit B – MRP Works Brief Section 5.4.2 for all design activities, including those of Subcontractors engaged for design work. Where a design Subcontractor does not have a quality management system which complies with the Contract requirements, the Design Management Plan must include the method of control and verification of the Subcontractors’ activities.</td>
</tr>
<tr>
<td></td>
<td>The Contractor may only commence construction activity once all conditions precedent to the commencement of construction activities, including receipt of the Approved for Construction drawings and all requirements under TSA·T1 Exhibit B – MRP Works Brief Section 5, have been met. Drawings such as shop drawings, combined services layouts, structural electrical and mechanical drawings, and equipment installation drawings, which are typically produced during the construction phase, are to be submitted to the Principal’s Representative for review in accordance with the requirements set out in the Contract.</td>
</tr>
<tr>
<td><strong>Section 7.4</strong></td>
<td>Delete Clause 7.4 and replace with the following:</td>
</tr>
<tr>
<td></td>
<td>&quot;7.4 As-Built Survey</td>
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<tr>
<td></td>
<td>Contractor must describe in the QMP how it will address the pre-demolition survey requirements.</td>
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<tr>
<td></td>
<td>The contractor must:</td>
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<td></td>
<td>• Locate by survey methods Monorail concrete pedestal and steel support columns.</td>
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<td></td>
<td>• Using GPR or other non-invasive underground locating methods, spatially locate the sub-surface concrete capping beam structure below the Monorail concrete pedestals and steel support columns.</td>
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<td></td>
<td>• Standardise all surveys in accordance with the following datum’s:</td>
</tr>
<tr>
<td></td>
<td>• Map Grid of Australia (MGA).</td>
</tr>
<tr>
<td></td>
<td>• Australian Height Datum (AHD).</td>
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<td></td>
<td>• Relate the position of located structures to existing cadastral boundaries and nearby significant features including building lines, kerb &amp; gutter lines, light poles, trees (including nominal trunks sizes), hydrants, manholes and service utility services pits.</td>
</tr>
<tr>
<td></td>
<td><strong>Data Presentation Formats</strong></td>
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<tr>
<td></td>
<td>All drawings prepared must be in accordance with TNSW CAD Protocols. Drawings shall be of DWG format and associated PDF files. All necessary photos shall be produced to cover the survey. Cadastral boundaries should also be included in the files.&quot;</td>
</tr>
<tr>
<td><strong>Section 8</strong></td>
<td>Delete Clause 8 and replace with &quot;Not Used.&quot;</td>
</tr>
</tbody>
</table>
ANNEXURE B – List of Reference Documents
List of Reference Documents

NSW Government Quality Management System Guidelines
TfNSW System Improvement Observations - 9TP-FT-033
TfNSW Inspection and Test Plans - Minimum Requirements - 4TP-ST-068

The table below has four columns.

(a) Column 1 contains ISO 9001:2008 Elements, Sections and sub-sections
(b) Column 2 describes the minimum Contractor Requirements that TfNSW expects for each row of the Standard
(c) Column 3 indicates whether the document is to be submitted to the Principal.
(d) Column 4 - where the Contractor's QMP is not structurally comparable with the structure of ISO 9001:2008 as described in column 1, the Contractor must identify in this column (called Alignment), where in its QMP it addresses the requirements of columns 1 and 2.
<table>
<thead>
<tr>
<th>Clause</th>
<th>AS/NZS ISO 9001:2008 Quality Management</th>
<th>TNSW Contractor Quality Requirements</th>
<th>Issue to the Principal</th>
<th>Alignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>QUALITY MANAGEMENT SYSTEM (QMS)</td>
<td>All clauses need to be supported by systems and process which can be demonstrated or evidence provided.</td>
<td></td>
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</tr>
<tr>
<td>4.1</td>
<td>General requirements</td>
<td>Refer to ISO 9001:2008 Standard</td>
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<tr>
<td>4.2</td>
<td>Documentation requirements</td>
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<tr>
<td>4.2.1</td>
<td>General</td>
<td>Refer to QMS documentation requirements</td>
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<tr>
<td>4.2.2</td>
<td>Quality manual</td>
<td>Does it comply with NSW Govt. Guidelines?</td>
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<td></td>
</tr>
<tr>
<td>4.2.3</td>
<td>Control of documents</td>
<td>Contractor procedure to define the controls needed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.4</td>
<td>Control of records</td>
<td>List of all quality records, with a final list issued upon completion. Ensure this is the same as the Records Management Plan as a minimum.</td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>MANAGEMENT RESPONSIBILITY</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5.1</td>
<td>Management commitment</td>
<td>Contractor Quality Policy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td>Customer focus</td>
<td>Contractor Quality Policy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td>Quality policy</td>
<td>Does it address TNSW (customer) requirements?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td>Planning</td>
<td></td>
<td></td>
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<tr>
<td>5.4.1</td>
<td>Quality objectives</td>
<td>Contractor to demonstrate how these will be met to the satisfaction of the Principal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.4.2</td>
<td>Quality management system planning</td>
<td>QMP, does it refer to the Contractor Quality Manual?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clause</td>
<td>AS/NZS ISO 9001:2008</td>
<td>TNSW Contractor Quality Requirements</td>
<td>Issue to the Principal</td>
<td>Alignment</td>
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</tr>
<tr>
<td>5.5</td>
<td>Responsibility, authority and communication</td>
<td>All clauses need to be supported by systems and process which can be demonstrated or evidence provided.</td>
<td>*</td>
<td>The Contractor is to identify where its Quality Management Plan meets the requirements</td>
</tr>
<tr>
<td>5.5.1</td>
<td>Responsibility and authority</td>
<td>QMP, does it include and refer to all of the Contractor management system</td>
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</tr>
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<td>5.5.2</td>
<td>Management representative</td>
<td>Procedures needed to undertake the Project?</td>
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</tr>
<tr>
<td>5.5.3</td>
<td>Internal communication</td>
<td>QMP including other management Plans required under the contract, and stipulated in all TSR's</td>
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<td></td>
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<tr>
<td>5.6</td>
<td>Management review</td>
<td></td>
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<tr>
<td>5.6.1</td>
<td>General</td>
<td>List of the responsibilities, authorisations and communications methodology within the project and with the Principal</td>
<td>*</td>
<td></td>
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<tr>
<td>5.6.2</td>
<td>Review input</td>
<td>Explain how Contractor and Principal Communications will interface</td>
<td>*</td>
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<tr>
<td>5.6.3</td>
<td>Review output</td>
<td></td>
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<tr>
<td>6</td>
<td>RESOURCE MANAGEMENT</td>
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<td>Requirement</td>
<td>Issue to the Principal</td>
<td>Alignment</td>
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<td>----------------------------------------------------------------------------</td>
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<td>--------------------------------------------------------------------------</td>
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<tr>
<td>6.1</td>
<td>Provision of resources</td>
<td>Contractor invited comment on how this is managed</td>
<td></td>
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<tr>
<td>6.2</td>
<td>Human resources</td>
<td></td>
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</tr>
<tr>
<td>6.2.1</td>
<td>General</td>
<td>Personnel qualifications/skill records</td>
<td></td>
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<tr>
<td>6.2.2</td>
<td>Competence, training and awareness</td>
<td>Induction and training records, including subcontractors and evidence of implementation</td>
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<tr>
<td>6.3</td>
<td>Infrastructure</td>
<td></td>
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<tr>
<td>6.4</td>
<td>Work environment</td>
<td>Records of work environment controls, where applicable</td>
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<tr>
<td>7</td>
<td>PRODUCT REALISATION</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>7.1</td>
<td>Planning and product realisation</td>
<td>All Contractor Plans including but not limited to Drawings and Designs required to satisfy TNSW</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Be prepared to demonstrate the application of WRA, AMS, ITP processes</td>
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<tr>
<td>7.2</td>
<td>Customer-related process</td>
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<tr>
<td>7.2.1</td>
<td>Determination of requirements related to the product</td>
<td>Project delivery and post delivery activities</td>
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<tr>
<td></td>
<td></td>
<td>Statutory and regulatory requirements applicable to the Project</td>
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<tr>
<td>AS/NZS ISO 9001:2008 Quality Management</td>
<td>TNSW Contractor Quality Requirements</td>
<td>Issue to the Principal</td>
<td>Alignment</td>
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<td>Clause</td>
<td>Clause</td>
<td>Requirements</td>
<td>Clause</td>
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<tr>
<td>7.2.2 Review of requirements related to the product</td>
<td>All records and results of reviews including actions related to the Project through all stages</td>
<td>any additional requirements considered necessary by TNSW or the Contractor</td>
<td></td>
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<tr>
<td>7.2.3 Customer communication</td>
<td>Minutes of tender/contract reviews</td>
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<tr>
<td>7.3 Design and development</td>
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<tr>
<td>7.3.1 Design and development planning</td>
<td>Design and development planning records</td>
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<td>7.3.2 Design and development inputs</td>
<td>Design and development input records</td>
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<td>7.3.3 Design and development outputs</td>
<td>Design and development output records</td>
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<td>7.3.4 Design and development review</td>
<td>Design and development review records</td>
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<td>7.3.5 Design and development verification</td>
<td>Design and development verification records</td>
<td></td>
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<td>7.3.6 Design and development validation</td>
<td>Design and development validation/certificate records</td>
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<tr>
<td>7.3.7 Control of design and development changes</td>
<td>Intermittent and final design reports</td>
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<td>7.4 Purchasing</td>
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<tr>
<td>7.4.1 Purchasing process</td>
<td>Evaluation of subcontractor process and evidence</td>
<td></td>
<td></td>
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<tr>
<td>Clause</td>
<td>AS/NZS ISO 9001:2008 Quality Management</td>
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<tr>
<td>7.4.2</td>
<td>Purchasing information</td>
<td>What is the Contractor purchasing system especially for assuring product as supplied by sub-contractors?</td>
<td></td>
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</tr>
<tr>
<td>7.4.3</td>
<td>Verification of purchased product</td>
<td>Process to evaluate, control and verify subcontracted purchased product</td>
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<td></td>
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<td>Records of subcontracted purchased and delivered product</td>
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<td>Surveillance/audit methods for each subcontractor, including the review of subcontractor documentation to meet requirements</td>
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<td></td>
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<td>Surveillance/audit to ensure subcontractor outputs meet Principal requirements</td>
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<td>Certificate of testing by contractors</td>
<td></td>
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<tr>
<td>7.5</td>
<td>Production and service provision</td>
<td>Work process control and work method statements, updated monthly</td>
<td></td>
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<tr>
<td>7.5.1</td>
<td>Control of production and service provision</td>
<td>Product batch/traceability records</td>
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<td></td>
<td></td>
<td>Lot identification Register</td>
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<tr>
<td>AS/NZS ISO 9001:2008</td>
<td>TINSW Contractor Quality Requirements</td>
<td>Issue to the Principal</td>
<td>Alignment</td>
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<tr>
<td>Clause</td>
<td>Quality Management</td>
<td>Requirements</td>
<td></td>
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<tr>
<td>7.5.2</td>
<td>Validation of processes of production and service provision</td>
<td>Contractors verification records/reports</td>
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</tr>
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<td>7.5.3</td>
<td>Identification and traceability</td>
<td>Contractors verification records/reports</td>
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<td>7.5.4</td>
<td>Customer property</td>
<td>Register of equipment</td>
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<td>7.5.5</td>
<td>Preservation of product</td>
<td>Product preservation control/Inspection Records</td>
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<td>7.6</td>
<td>Control of monitoring and measuring equipment</td>
<td>Calibration frequency and certificates</td>
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<tr>
<td>8</td>
<td><strong>MEASUREMENT, ANALYSIS AND IMPROVEMENT</strong></td>
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<tr>
<td>8.1</td>
<td>General</td>
<td>Register of all Principal and Contractor nominated hold points and witness points, updated monthly and forecasting all due in the following 3 months</td>
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</tr>
<tr>
<td>8.2</td>
<td>Monitoring and measurement</td>
<td>Meet the Principals Inspection and Test Plan requirements</td>
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</tr>
<tr>
<td>8.2.1</td>
<td>Customer satisfaction</td>
<td>Principal satisfaction records and actions taken to improve Principal satisfaction</td>
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<tr>
<td>8.2.2</td>
<td>Internal audit</td>
<td>Audit plan and reports</td>
<td>*</td>
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<tr>
<td>8.2.3</td>
<td>Monitoring and measurement of process</td>
<td>Records/checklists of inspection and testing</td>
<td>*</td>
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</tr>
<tr>
<td>Clause</td>
<td>AS/NZS ISO 9001:2008 Quality Management</td>
<td>TNSW Contractor Quality Requirements</td>
<td>Issue to the Principal</td>
<td>Alignment</td>
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<tr>
<td>8.2.4</td>
<td>Monitoring and measurement of product</td>
<td>Records/checklists of inspection and testing</td>
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<td></td>
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<td>Conformity reports for each completed Lot</td>
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<td>Certificates of Compliance</td>
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<td>8.3</td>
<td>Control of non-conforming product</td>
<td>Nonconformity reports</td>
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<tr>
<td></td>
<td></td>
<td>Principals Nonconforming Product notifications</td>
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<tr>
<td></td>
<td></td>
<td>Nonconformity register</td>
<td></td>
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<tr>
<td>8.4</td>
<td>Analysis of data</td>
<td>Records of analysis of data generated during the contract</td>
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<tr>
<td>8.5</td>
<td>Improvement</td>
<td></td>
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<tr>
<td>8.5.1</td>
<td>Continual improvement</td>
<td>Contractor to demonstrate continual improvement</td>
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<td>8.5.2</td>
<td>Corrective action</td>
<td>Corrective action reports and Register</td>
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<td>Incident Investigation Reports and Corrective Action</td>
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<td>Principals Corrective Action Requests</td>
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<tr>
<td>8.5.3</td>
<td>Preventative action</td>
<td>Preventative action reports and Register</td>
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</tbody>
</table>
Issue Paper
Transport Projects Division

Document ref no: 2453802_1
Issue Paper no: IP – 18431
Program (or functional area): Projects Division
Prepared by: Philip Bartels
Project: Procurement Templates
Date: 8 May 2013

Issue: Approval of Guideline for TSR development

Background:
Over the last few months all TSRs have been updated and those updates formally approved for use under various issue papers.

The document titled “Guideline for TSR development” has existed, and been in use, for sometime but has not had formal approval and is not yet in the QMS.

Comment:
The attached “Guideline for TSR development” deals with 2 matters:
1. How to adapt TSRs for each contract-specific use (by the tailoring of generic TSRs via that TSR’s Annexure A) and approval of those contract-specific adaptations / modifications for issue in the tender/contract documents; and
2. How to get the base TSR templates modified and approved.

Both these processes described in the Guideline mirror the current practices that have been successfully used to adapt contract-specific TSRs and to modify the TSR templates that are on the QMS.

Recommendation:
Approve the attached “Guideline for TSR development” for issue as a new Procedure to the QMS.

Is there a Planning Approval Impact? ☒ No / ☐ Yes If yes, seek endorsement from DPA.

Approved source of funds and Cost Code: N/A
Restricted Access: ☒ No ☐ Yes
Budgeted Cost (this IP): $ 0

The Supporting Director to obtain endorsement from other relevant Directors

Proposed by: Philip Bartels
*Supported by: Damian O’Connor
Approved: Bevan Brown

Name: Philip Bartels
Name: Damian O’Connor
Name: Bevan Brown

Title: Senior Procurement Advisor
Title: Principal Manager Procurement
Title: Technical Director Commercial

Date: Date: Date:

Legend: * Amend as necessary (Supported/Approved by) Copy is to be forwarded to the relevant TD and/or ODO TP for information.
Distribution:
☒ Record (Original) ☒ Deputy Director General Transport Projects
☒ Proposer ☐ Others (specify) ____________________________
EXHIBIT B – WORKS BRIEF

The Works Brief comprises the following documents:

(a) The Works Brief - 2202555_3

(b) Appendix A - Contract Drawings

<table>
<thead>
<tr>
<th>Contract Documents</th>
<th>Drawing Number</th>
<th>Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Sheet &amp; Drawing Schedule</td>
<td>24500 S01.00</td>
<td>A</td>
</tr>
<tr>
<td>Structural Notes Sheet 1</td>
<td>24500 S01.01</td>
<td>B</td>
</tr>
<tr>
<td>Track Site Plan Sheet 1</td>
<td>24500 S02.01</td>
<td>A</td>
</tr>
<tr>
<td>Track Site Plan Sheet 2</td>
<td>24500 S02.02</td>
<td>B</td>
</tr>
<tr>
<td>Track Site Plan Sheet 3</td>
<td>24500 S02.03</td>
<td>A</td>
</tr>
<tr>
<td>Track Site Plan Sheet 4</td>
<td>24500 S02.04</td>
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<td>Track Site Plan Sheet 5</td>
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<td>Track Site Plan Sheet 6</td>
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<tr>
<td>Pedestal Details</td>
<td>24500 S02.10</td>
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<tr>
<td>Pyrmont Bridge Repair Work Details</td>
<td>24500 S05.01</td>
<td>C</td>
</tr>
<tr>
<td>Facade Infill Details</td>
<td>24500 S07.01</td>
<td>B</td>
</tr>
<tr>
<td>Convention Centre Stair Platform Support</td>
<td>24500 S08.01</td>
<td>B</td>
</tr>
<tr>
<td>Maintenance Facility – Storage and Traverser Bays and Plant Room Area Footing Layout and Details</td>
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Works Brief
Monorail Removal Project
MRP-01
Medium Works Contract – Construct Only

Date: December 2012
Author: Transport for NSW
Transport Projects Division
Revision: 5
Status: Final
Document: 2219043_3
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Appendices

Appendix A – Contract Drawings
1 Introduction & Purpose

The NSW Government has acquired Metro Transport Sydney Pty Limited, the owner of the Sydney Light Rail and Monorail. The NSW Government has announced that the Monorail will cease operation on 30th June 2013 to allow for its subsequent decommissioning and removal.

1.1 Introduction

This Works Brief sets out the scope, performance and technical criteria for the Monorail Removal Project.

The Works Brief consists of 5 sections:

- **Section 1:** Introduction and Purpose – This section outlines the structure of the Works Brief, its purpose and interpretation.

- **Section 2:** The Scope – This section outlines the extent of the Works including the Contractors obligations for the design of the Temporary Works, the demolition and the make good.

- **Section 3:** Separable Portions – This section details the requirements for the Separable Portions nominated in the General Conditions of Contract.

- **Section 4:** Access – This section details the access to areas to allow the Contractor to carry out the Works.

- **Section 5:** Technical Management of Temporary Works – This section details the requirements for temporary works accreditation, competency, design, review and approval, erection, use and dismantling for the Monorail Removal Project.

1.2 Purpose and Interpretation of the Works Brief

Unless the context otherwise requires:

- Terms which have a defined meaning in the General Conditions of Contract have the same meaning where used in the Works Brief;

- Reference to “Contract Drawings” are references to the drawings listed in Appendix A “Contract Drawings” to this Works Brief; and

- Reference to “Information Documents” are references to the documents referred to in Schedule 9 of the General Conditions of Contract.

2 The Scope

This section describes the works required for the Monorail Removal Project.
2.1 Decommissioning (by Others)

Decommissioning works will be undertaken by the current operators, Veolia, prior to the Contractor being able to commence the Monorail Removal Project demolition works.

Decommissioning includes:

- The removal of the 6 Monorail train sets each consisting of seven carriages;
- The decommissioning of the incoming power from Ausgrid;
- The decommissioning of the ticketing systems;
- The decommissioning of the control systems;
- Installing temporary power for the bridge jacking system; and
- Verification that all decommissioning activities have been completed.

Veolia will load the Monorail train sets onto trucks and will deliver them to a site nominated by the Contractor within 20km of the Workshop / Maintenance Facility. Veolia will deliver the rolling stock at a minimum of 4 carriages per day and at one carriage per truck load.

The Contractor is to receive the rolling stock at their nominated depot, dismantle them and recycle the materials.

The Contractor will be responsible for the off loading of the carriages, their dismantling and the recycling of the materials.

There are six monorail vehicles in total each with an overall length of 32.12m. Each vehicle consists of a driving car at the front and the rear and 5 passenger carriages. The vehicle shells are aluminium.

In addition to the 6 Monorail train sets there is a self powered maintenance mule and buggy. The approximate dimensions for the rolling stock and maintenance vehicles are as follows:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Length (mm)</th>
<th>Width (mm)</th>
<th>Height (mm)</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monorail Carriages 2-6</td>
<td>3,800</td>
<td>2,300</td>
<td>2,700</td>
<td>Approx 30 tonne per set</td>
</tr>
<tr>
<td>Monorail Carriages 1 &amp; 7</td>
<td>5,700</td>
<td>2,300</td>
<td>2,700</td>
<td></td>
</tr>
<tr>
<td>Mule (5L Petrol driven engine)</td>
<td>5,700</td>
<td>2,050</td>
<td>3,000</td>
<td>7 tonne</td>
</tr>
<tr>
<td>Mule Buggy</td>
<td>3,300</td>
<td>1,900</td>
<td>3,000</td>
<td>2.5 tonne</td>
</tr>
<tr>
<td>Track Trolley</td>
<td>3,700</td>
<td>1,700</td>
<td>2,450</td>
<td>1 tonne</td>
</tr>
</tbody>
</table>

Please refer to the following Von Roll Habegger AG drawings

- 0/21.01806 – Drive Bogie Assembly
- 0/21.01808 – Horizontal and Vertical Guidance
2.1.1 Overall Description of the Works

The demolition and make good works required for the safe demolition of the Sydney Monorail include:

- Demolition and removal of approximately 3.6km of track;
- Demolition and removal of 133 column supports. The total number of column supports is 140 with the following 7 column supports to remain and not be removed:
  - City Centre – 3 columns (PCC1, PCC2 and PCC3 as detailed in Pedestal and Column Schedule on Drawing 24500 S02.10)
  - Darling Park – 2 columns (M106 and M107 as detailed in Pedestal and Column Schedule on Drawing 24500 S02.10)
  - Harbourside – 3 columns (HS1, HS2 and HS3 as detailed in Pedestal and Column Schedule on Drawing 24500 S02.10)
- Demolition and removal of various fittings and fit out at:
  - Galeries Victoria (within the Galeries Victoria building)
  - Darling Park
  - World Square
  - Habourside
- Demolition and removal of 3 Station structures at:
  - Galeries Victoria
  - Convention Centre
  - City Centre (station within City Centre building)
- Demolition and removal of the monorail workshop/maintenance facilities;
- Demolition and removal of 8 sub stations and associated cable reticulation;
- Removal of the 11kV power cable under Darling Harbour, adjacent to the swing span;
- Removal of the 11kV, 500V power and control cable reticulation (inside the track box);
- The making good of affected road and pedestrian pavements;
- The making good of Pyrmont Bridge deck;
• The making good of heritage works on Pyrmont Bridge that were affected by the construction of the monorail;

• The making good of 5 stations/station leased areas at:
  o Harbourside
  o Darling Park
  o Galeries Victoria
  o World Square
  o Chinatown

The Works are to be safely completed in a manner that:

• Maximises the recycling of the demolished materials to a minimum of 95% of the materials by weight.

• Minimises disruption to the public, to businesses, to residents and to commuters.

2.2 Detailed Description of the Works

2.2.1 General

The works include:

• Traffic management and control for all of these activities that provides for the safe flow of Light Rail Vehicles, pedestrians and general traffic;

• The provision of all necessary Temporary Works for safe demolition. The design of the Temporary Works are to be submitted in accordance with Clause 5.2. of the General Conditions of Contract. This will include:
  o Temporary propping to track beam; and
  o Temporary supports (if any) for the concrete slabs at the Workshop;

• Community/Stakeholder consultation that ensures all affected parties are aware of the processes, programs and any interface caused including integrated wayfinding and signage.

• Dilapidation reports prepared by a suitably qualified engineer for all substations and the leased areas of all stations excluding Paddy’s Market. The dilapidation report is to include photographs and written records which are to be retained by the Contractor and copied to the Principal.

• Techniques to minimise demolition noise shall be applied including plasma cutting, wire saws and safe certified use of nylon slings.
2.2.2  Typical Track Beam, Columns and Pedestal (Excluding stations and Pyrmont bridge)

The removal works for the monorail track beam, columns and pedestals demolition include:

- Removal of all street sculpture that has been attached to the pedestals and provide them intact to the Principal (such as sculptures or statues attached to the top of the concrete pedestals);
- Demolition and removal of fabricated steel track box beam, traction power pick up rail, various conduits and minor attached items;
- Removal of 11kV and 500V power distribution cable and control cabling inside the box beam. Note: the use of oxy torches to cut these cables is regarded as a potential fire hazard and is likely to produce toxic fumes. Note: the cables may be removed from within the track box beam off site if preferred by the Contractor;
- Demolition and removal of structural steel support columns;
- The method for the cutting process for the monorail track beams must ensure stress relief is applied as appropriate to avoid potential sudden load release and displacement;
- Demolition and removal of concrete pedestals as detailed on drawing 24500 S02.10; and
- Demolition and removal of concrete pedestal reinforcement to a minimum depth of 25mm into its supporting pile cap as detailed on drawing 24500 S02.10.

The make good and reinstatement shall include:

- Reinstatement of the footpath/road pavement as detailed on drawing 24500 S02.10 Issue A;
- Provision of rust protection and cemenitious grout encasement to concrete pedestals in median strips and planters as detailed on drawing 24500 S02.10; and
- Provision of rust protection and epoxy grout to exposed steel in pile caps as detailed on drawing 24500 S02.10.

2.2.3  Pyrmont Bridge

The removal of the monorail from the Pyrmont Bridge shall include:

- The flushing out of hydraulic oil spill within the track beam in the swing section of the bridge. Note: the hydraulic oil must be removed in such a manner as to prevent any oil spills on to the bridge deck, bridge framing or into the harbour;
- The demolition and removal of fabricated steel track box beam, traction power pick up rail, various conduits and minor attached items;
• Removal of the control cabling inside the box beam in the spans on the approach spans of the bridge. Note; the use of oxy torches to cut these cables is regarded as a potential fire hazard and is likely to produce toxic fumes. The cables may be removed from within the track box beam off site if preferred by the Contractor;

• Removal of the 11kV submarine cable that drops to the Darling Harbour sea bed at the abutments either side of the swing span. Refer to GHD drawing no 32.0.002 Rev D. The cable runs around the southern side of the bridge and includes a loop of unknown length. The cable is weighted down by bags of cement which must be removed as well;

• Demolition and removal of structural steel support columns above and below the bridge deck including all base plates, bolts and epoxy seatings including all attachments i.e. lights, signage etc;

• The most eastern structural steel support column of the bridge passes through a toilet block below the bridge deck and forms part of the dividing wall between the female and male toilets. The column shall be cut off 75mm below floor level and the floor of the toilet block reinstated and tiled similar to Type 5 in the structural details. The void in the dividing wall between the female and male toilets created by the removal of the structural steel column shall be filled with glass blocks to match the existing wall;

• The wrought iron and glass surround of this column at deck level above these toilets shall have the frame and glass reinstated;

• Removal of the hydraulic jacking system to the ends of the spans on the swing bridge section including the box seats within which the hydraulic jacks are stored and its structural steel support framing. Note the hydraulic oil must be removed in such a manner as to prevent any oil spills on to the bridge deck, bridge framing or into the harbour;

• The removal of all cables and cabling trays that are for the sole purpose of the monorail; and

• The removal of all the steelwork for the central swing column and its supporting structural steel work.

Following the removal of all of the above and below deck steelwork, hydraulic lines, cables, conduits, cable trays etc but excluding work associated with the relocation of the control cabin and prior to the reinstatement and making good, a condition survey to identify and quantify the make good and reinstatement work must be carried out in conjunction with Sydney Harbour Foreshore Authority (SHFA).

The condition survey will identify any changes to the make good and reinstatement works identified below.

The general make good and reinstatement works shall include:

• Filling penetrations in the bridge deck for the support columns in accordance with drawing 24500 S05.01;

• Straightening the expansion joints where previously impacted by the support columns; and
• Repairs to the timber work including the filling of bolt holes and repair of any damaged coatings.

The additional Works required to reinstate the bridge structure and controls to pre Monorail status include:

• Relocate the control cabin to its original location;
• Replace hand brake;
• Relocate and reconnect power and controls systems;
• Reinstallation of traffic lights on cabin;
• Reinstall bridge tell tales;
• Reinstall 10 sets of herring bone cross bracing where the monorail columns have been removed in accordance with drawing 24500 S05.01; and
• Replace capwalers (This work is subject to the condition survey of the capwalers following the removal of the monorail columns)

The works shall be carried out in a manner that ensures:

• Traffic management plans include a minimum of 3m width is provided at all times for pedestrian traffic and cyclists. This constraint is to be no more than the length to work on a single column span at any one time;
• The loading from plant and equipment shall not exceed 5kPa over the full span. Point loads due to crane loading to be checked by the Contractors Engineer; and
• At no stage should crane or truck wheels approach within 2m of the bridge handrail unless the Contractors Engineer has assessed that the imposed loads are acceptable. The edge of the bridge is cantilevered perpendicularly off the bridge trusses and must not be loaded by cranes or trucks without prior assessment.

2.2.4 Workshop / Maintenance Facilities

The scope and extent of the removal and making good of the monorail workshop/maintenance area is defined on the following marked up drawings which are included in Appendix A – Contract Documents.

| 29.0.202 | Maintenance Facility – Storage and Traverser Bays and Plant Room Area Footing Layout and Details | Demolition marks included |
| 29.0.203 | Maintenance Facility – Storage and Traverser Bays Steelwork Marking Plan | Demolition marks included |
| 29.0.204 | Maintenance Facility – Storage and Traverser | For information |
### Bays Steelwork Details Sheet 1 of 2

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<td>29.0.206</td>
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<tr>
<td>29.0.207</td>
<td>Maintenance Facility – Storage Bay and Car Park Area Concrete Slab Plans</td>
<td>Demolition marks included</td>
</tr>
<tr>
<td>29.0.208</td>
<td>Maintenance Facility – Storage and Traverser Bays Deflection Walls Elevations and Details</td>
<td>Demolition marks included</td>
</tr>
<tr>
<td>29.0.209</td>
<td>Maintenance Facility – Maintenance &amp; Office Buildings Concrete Reinforcement Details</td>
<td>Demolition marks included</td>
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<tr>
<td>29.0.210</td>
<td>Maintenance Facility – Maintenance &amp; Office Building and Car Park Area – Top and Bottom ReoPlans</td>
<td>For information</td>
</tr>
<tr>
<td>29.0.211</td>
<td>Maintenance Facility – Maintenance &amp; Office Building concrete and reinforcement details Sheet 2 of 3.</td>
<td>For information</td>
</tr>
<tr>
<td>29.0.212</td>
<td>Maintenance Facility – Maintenance &amp; Office Building concrete and reinforcement details Sheet 3 of 3.</td>
<td>For information</td>
</tr>
<tr>
<td>29.0.213</td>
<td>Maintenance Facility – Maintenance &amp; Office Buildings Steelwork Marking Plan and Sections</td>
<td>Demolition marks included</td>
</tr>
<tr>
<td>29.0.214</td>
<td>Maintenance Facility – Maintenance &amp; Office Buildings Steelwork Details</td>
<td>For information</td>
</tr>
<tr>
<td>29.0.215</td>
<td>Maintenance Facility – Maintenance &amp; Office Buildings Concrete and Steelwork Details</td>
<td>For information</td>
</tr>
<tr>
<td>29.0.216</td>
<td>Maintenance Facility – Storage and Traverser Bays Inspection Platform Details</td>
<td>Demolition marks included</td>
</tr>
<tr>
<td>29.0.217</td>
<td>Maintenance Facility – Storage Bay and Office Building Stair Details</td>
<td>Demolition marks included</td>
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<td>29.0.219</td>
<td>Maintenance Facility – Maintenance &amp; Office Buildings Beam Elevations and Sections Sheet 2 of 3</td>
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<td>29.0.220</td>
<td>Maintenance Facility – Maintenance &amp; Office Buildings Beam Elevations and Sections Sheet 3 of 3</td>
<td>For information</td>
</tr>
<tr>
<td>29.0.221</td>
<td>Maintenance Facility SCC Substation and Main Switch Room Details</td>
<td>For information</td>
</tr>
</tbody>
</table>
29.0.222 Maintenance Facility 500V Substation and Outdoor Switchyard Structural Details  For information

The demolition work includes:

- Structural steelwork as indicated in the drawings referred to in Table 2.2.4;
- Elevated concrete floor and stairs as indicated on the above referred drawings; and
- Electrical reticulation on the demolished structure and terminated at the relevant distribution boards.
- Appropriate protections to the Light Rail Infrastructure (including rail and catenary).

The demolition does not include any foundations or the concrete deflection walls.

The extent and requirements for making good the remaining buildings is shown on the above drawings.

Holding down bolts left in concrete foundations shall be cut flush with the concrete and treated with a coat of epoxy as detailed on drawing 24500 S02.10.

Beams that have been cut using oxy torches shall be cut square and treated with two coats of galvanised paint as specified in drawing 24500 S01.01 – RP2.

Option - Alternative Scope for the Workshop / Maintenance Facility

Infrastructure for NSW has advised that the preferred proponent is interested in utilising the elevated concrete slab under the rolling stock stabilising facility and the three steel portal frames supporting the traverser. The alternative scope for the Workshop / Maintenance Facility involves:

- Leaving in place all the works marked for demolition on drawing no 29.0.207 Maintenance Facility and all its supporting steel work. Please note that the stabilising beams on top of the stabilising platform are still to be removed as per MRP-01 Sketch A3. The holding down bolts for the stabilising beams are to be cut flush with the top of the concrete and treated with an epoxy coat as specified on drawing 24500 S01.01 RP2.

- Leaving in place the three structural steel portal frames on grid lines 11a, 12a and 13a and between grid lines C and H. Note the structural steel work extending out to the monorail track from these portal frames, the rails for the traverser on the structural steel portal frames, the traverser and hydraulic and other services conduits are still to be removed as per MRP-01 Sketch A1.

- For the purpose of clarification the temporary buildings, their structural steel support and walkways are to remain.

- The demolition works described in the following sketches:
  - Sketch A1 – Storage and Traverser Bays Steelwork Marking Plan
2.2.5 Galeries Victoria Station

The removal of the monorail at Galeries Victoria Station includes:

- The station external to the building line including the four concrete supporting columns to top of pile cap;
- All signs, advertisements or notices inscribed, painted or affixed within Galeries Victoria leased area;
- The turnstiles;
- The ticket machines;
- The kiosk;
- The elevated floor and platform within the Galeries Victoria building;
- Fabricated steel track box beam, traction power pick up rail, various conduits and minor attached items. Electrical systems including switchboards, lighting and power reticulation. Note: the main power feed comes from the Metro Transport Sydney (MTS) substation but there is a back up supply from the host building. This must be terminated at the host building distribution boards; and
- Remove all directional signage to the station within Galeries Victoria building and on the street to the station.

Make good any damage (if any) arising from this work including:

- Reinstating the footpath/road pavement in accordance with drawing 24500 S02.10;
- Screeding the internal floor where it has been damaged to match the existing levels;
- The areas where signs have been removed shall have all bolts, adhesive or other attachments removed, holes filled and wall left smooth;
- Make safe the leased area (to be defined) within the Galeries Victoria building including a temporary external wall along the line of the façade of the building to make safe and waterproof the building void, generally in accordance with drawing no 24500 S07.01;
- The leased area shall be made safe from the general public area with a temporary stud wall, ply sheeted including a pedestrian door and lock; and
• Repair walls, awnings, columns etc damaged by the removal of the external directional signage.

2.2.6 City Centre Station

The removal of the monorail at City Centre Station includes:

• All signs, advertisements or notices inscribed, painted or affixed;
• Turnstiles;
• Ticket machines;
• Kiosk;
• Remove the elevated floor and platform;
• Fabricated steel track box beam, traction power pick up rail, various conduits and minor attached items within the building envelope;
• Electrical systems including switchboards and LV distribution. Note: the main power feed comes from the MTS substation but there is a back up supply from the host building. This must be terminated at the host building distribution boards; and
• Remove all directional signage to the station within City Centre building and on the street.

Make good any damage (if any) arising from this work including.

• Make safe the leased area within the City Centre building including a temporary external wall along the line of the façade of the building to make safe and weatherproof the building void, generally in accordance with drawing no 24500 S07.01;
• The leased area (to be defined) shall be made safe by the closure of the existing night security screens; and
• Repair walls, awnings, columns etc damaged by the removal of the external directional signage.
• Column Supports PCC1, PCC2 and PCC3 as detailed in Pedestal and Column Schedule on Drawing 24500 S02.10 are to remain and not be removed.

2.2.7 World Square Station

The removal of the monorail at World Square Centre Station includes:

• All signs, advertisements or notices inscribed, painted or affixed;
• Fabricated steel track box beam, its supporting columns, traction power pick up rail, various conduits and minor attached items within the building envelope; and
- Remove all directional signage to the station within World Square building and on the street.

Make good any damage (if any) arising from this work including:

- The areas where signs have been removed shall have all bolts, adhesive or other attachments removed, holes filled and wall left smooth; and

- Repair walls, awnings, columns etc damaged by the removal of the external directional signage.

The leased area (to be defined) will be made safe by the closure of the existing night security screens.

2.2.8 Harbourside Station

The removal of the monorail at City Centre Station includes:

- All signs, advertisements or notices inscribed, painted or affixed;

- Fabricated steel track box beam, its supporting columns, traction power pick up rail, various conduits and minor attached items within the building envelope; and

Make good any damage (if any) arising from this work including:

- Remove all directional signage to the station within Harbourside building and on the street;

- The leased area (to be defined) shall be made safe by the closure of the existing night security screens; and

- The areas where signs have been removed shall have all bolts, adhesive or other attachments removed, holes filled and wall left smooth. Repair walls, awnings, columns etc damaged by the removal of the external directional signage.

Column Supports HS1, HS2 and HS3 as detailed in Pedestal and Column Schedule on Drawing 24500 S02.10 are to remain and not be removed.

2.2.9 Darling Park Station

The removal of the monorail at Darling Park Station includes:

- All signs, advertisements or notices inscribed, painted or affixed;

- Fabricated steel track box beam, its supporting columns, traction power pick up rail, various conduits and minor attached items within the building envelope; and

- Remove all directional signage to the station on the bridge and on the street.

Make good any damage arising from this work including:
The leased area (to be defined) shall be made safe from the general public area with a temporary stud wall, ply sheeted and including door with a lock;

The areas where signs have been removed shall have all bolts, adhesive or other attachments removed, holes filled and wall left smooth; and

Repair walls, awnings, columns etc damaged by the removal of the external directional signage.

Column Supports M106 and M107 as detailed in Pedastal and Column Shedule on Drawing 24500 S02.10 are to remain and not be removed.

2.2.10 Chinatown Station
The removal of the monorail at City Centre Station includes:

All signs, advertisements or notices inscribed, painted or affixed;

Fabricated steel track box beam, its supporting columns, traction power pick up rail, various conduits and minor attached items within the building envelope; and

Remove all directional signage to the station on the street.

Make good any damage arising from this work including:

The leased area (to be defined) shall be made safe from the general public area with a temporary stud wall, ply sheeted and including door with a lock;

The areas where signs have been removed shall have all bolts, adhesive or other attachments removed, holes filled and wall left smooth;

The penetration in the façade above the stations shall be made good to suit the existing structure.

The penetration in the awning made by the steel track support column shall be replaced with a new pane of similar material; and

Repair walls, awnings, columns etc damaged by the removal of the external directional signage.

2.2.11 Convention Centre Station and Associated Footbridge
The Sydney International Convention, Exhibition and Entertainment Project (SICEEP) requires the removal of the pedestrian footbridge between the car park on the western side of the Convention Centre Station through to the Convention Centre precinct to allow for the future works. This footbridge must not be demolished until after all the functions at the Convention Centre have finished (as defined in Section 4 of this Works Brief) due to the need to maintain public access.

In addition SICEEP will obtain the appropriate environmental planning approval for its removal prior to the date of access to this section of the works.
Access to this work will be from December 9th 2013 and the works must be completed by the Date of Practical Completion for Separable Portion 2.

The works include the complete demolition of the Convention Centre Station, including removal of the Distribution Board located in the cupboard on the station level adjacent to the lift and ramp, removal of directional signage to the station and the footbridge from the car park on the west side, across Darling Drive and down into the Convention Centre precinct, including all stairs and lifts.

The platform supporting the Convention Centre administration area stairway is supported on one side by the Pedestrian Bridge Structure. The Contractor is required to install a new structural support to the platform as per Sketches SK-100 and SK101.

Appropriate protections to the Light Rail Infrastructure (including rail and catenary) must be put in place.

The demolition does not include any foundations or the concrete deflection walls.

The Contractor is to obtain all the necessary approvals other than the environmental planning approval provided by SICEEP to carry out this work.

Make good any damage arising from this work including:

- Holding down bolts left in concrete foundations shall be cut flush with the concrete and treated with a coat of epoxy as specified;
- Beams that have been cut using oxy torches shall be cut square and treated as per note RP2 on drawing 24500 S01.01;
- The Contractor shall make good the Car Park slabs and handrails to match the design of the existing structure; and
- Repair walls, awnings, columns etc damaged by the removal of the external directional signage.

2.2.11.1 Footbridge

The structural integrity of the footbridge between the carpark and convention centre is required to be maintained until the access date as detailed in Section 4 of this Works Brief. A temporary hoarding is required to safely separate the surrounding demolition works. The access date to remove the roof of the footbridge is the same as the Convention Centre Station as detailed in Section 4 of this Works Brief.

2.2.12 Paddy’s Market Station

This station structure will be removed by SICEEP in accordance with its program (date to be advised).

The Contractor must remove the:
Fabricated steel track box beam, traction power pick up rail, various conduits and minor attached items.

2.2.13 Substations
A single 11 kV ring main runs around the whole track and loops in and out to substations normally adjacent to stations. There are eight substations:

- Harbourside;
- Darling Park;
- City Centre;
- Galeries Victoria;
- World Square;
- Chinatown;
- Paddy's Market; and
- Workshop/Maintenance Facilities.

Note there is no substation at the Convention Centre Station.

The removal and demolition of the substation include:

- 11kV/550V Transformer;
- 11kV Ring Main Switch;
- Controls battery system;
- 500V switchboard;
- Miscellaneous local switchboards and controls;
- CCTV panels;
- Mechanical ventilation fans and or small localised AC unit;
- Remove all signage; and
- Make good any damage arising from this work.

3 Separable Portions
The scope for the Separable Portions are detailed in the following:
3.1 Separable Portion 1

The Sydney International Convention, Exhibition and Entertainment Project (SICEEP) is scheduled to commence work at the beginning of December 2013 and it is required that this section of the monorail be demolished by that time.

The following works are to be completed by the date nominated in Schedule 1 of the General Conditions of Contract:

- Demolition and removal of the track beam columns and pedestals (if any) as per section 2.2.2 of this Works Brief in the area defined in drawing 24500 S02.01, 24500 S02.02 and 24500 S02.03 and
- Demolition and removal of the Workshop/Maintenance Facilities as per section 2.2.4 of this Works Brief in the area defined in drawing 24500 S02.02.

Weekend closures of part of Darling Drive have been agreed with Sydney Convention and Exhibition Centre, Roads and Maritime Services, Traffic Management Centre, the Council of the City of Sydney and MTS Pty Ltd (the operator of the Sydney Light Rail).

It is mandatory that if the Contractor elects to use these weekend closure that a south bound lane on the eastern side of Darling Drive is kept open at all times.

In addition MTS has agreed that the light rail will close down on these weekends to allow work over the light rail corridor.

These weekends have been locked in early to assist the Contractor plan its work. It is not mandatory that the Contractor uses any or all of these weekends. These dates are nominated in Schedule 1 of the General Conditions of Contract.

In addition it is required to isolate the operation of the swing span of Pyrmont Bridge from the monorail structure to minimise potential operational issues. The Contractor is required to remove the two spans of the monorail track beam on the swing span of Pyrmont Bridge. Please note that the remaining monorail infrastructure on the central span does not need to be removed as part of Separable Portion 1.

Access will be available to Pyrmont Bridge from 21 August 2013 following the completion of the Sydney Boat Show.

These works are to be completed by the date nominated in Schedule 1 of the General Conditions of Contract.

3.2 Separable Portion 2

SICEEP requires the removal of the pedestrian bridge between the western side of the Convention Centre Station over Darling Drive through to the Convention Centre precinct to allow for future works. The pedestrian bridge cannot be demolished until after the functions at the Convention Centre have been completed. This is in order to maintain public access from the car park and to protect the main data cabling suspended from the bridge.

Note: 1 weekend Light Rail Possession will be allowed from February 2014 to complete the Convention Centre pedestrian bridge demolition and removal.
SICEEP will obtain the appropriate planning approval for the removal of the pedestrian bridge.

The date of access and the date of completion for this work are nominated in Schedule 1 of the General Conditions of Contract.

The works include:

- The station structure and support columns to the top of the deflection wall;
- All signs, advertisements or notices inscribed, painted or affixed within Convention Centre leased area;
- Turnstiles;
- Ticket machines;
- Kiosk;
- Electrical systems including switchboards and LV distribution;
- The pedestrian bridge including roof, handrails, stairs, lift and concrete slabs; and
- The removal of all data cabling suspended from the bridge.

The demolition does not include any foundations or the concrete deflection walls.

Make good any damage arising from this work including:

- Reinstall the car park handrail and kerb to match existing;
- Make good the edge of the car park concrete slab; and
- Holding down bolts left in concrete foundations shall be cut flush with the concrete and treated with a coat of epoxy.

The area for Separable Portion 2 is shown on drawing 24500 S02.02.

3.3 Separable Portion 3

Completion of the remaining works.

4 Access

Access will be provided to the Contractors to the following areas to allow the Contractor to carry out the Works.

4.1 Stations and Pedestrian Bridge

<table>
<thead>
<tr>
<th>Area</th>
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<tbody>
<tr>
<td>Galeries Victoria</td>
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<td>Area</td>
<td>Date of Access</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>World Square</td>
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</tr>
<tr>
<td>Chinatown</td>
<td>12 August 2013</td>
</tr>
<tr>
<td>Paddy’s Market</td>
<td>Demolition by others</td>
</tr>
<tr>
<td>Convention Centre Station</td>
<td>12 August 2013</td>
</tr>
<tr>
<td>Harbourside</td>
<td>12 August 2013</td>
</tr>
<tr>
<td>Darling Park</td>
<td>12 August 2013</td>
</tr>
<tr>
<td>City Centre</td>
<td>12 August 2013</td>
</tr>
<tr>
<td>Convention Centre Pedestrian Bridge Roof</td>
<td>12 August 2013</td>
</tr>
<tr>
<td>Convention Centre Pedestrian Bridge Structure for Demolition</td>
<td>From 01 February 2014</td>
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</table>

### 4.2 Substations

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<tr>
<td>World Square</td>
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<tr>
<td>Chinatown</td>
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<td>Paddy’s Market</td>
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</tr>
<tr>
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<tr>
<td>Harbourside</td>
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<tr>
<td>Darling Park</td>
<td>12 August 2013</td>
</tr>
<tr>
<td>City Centre</td>
<td>12 August 2013</td>
</tr>
</tbody>
</table>

### 4.3 Other Areas

The Contractor will be required to obtain all necessary approvals and authorisations to access areas which do not form part of the Site but are required to complete the works as set out in Clause 3.4 Remote Sites and Extra Lands of the General Conditions of Contract. As per Section 2.1 of the Works Brief, all physical works must only commence once the monorail has been decommissioned, it is anticipated that the decommissioning works will be completed by 12 August 2013, from this date the contractor will have access to commence demolition provided they have obtained all necessary approvals and authorisations as described above.

### 5 Technical Management of Temporary Works
5.1 Temporary Works Requirements

This section details the requirements for Temporary Works accreditation, competency, design, review and approval, erection, use and dismantling for the Monorail Removal Project.

To control risks to personnel, public and works associated with Temporary Works, this section defines the checks to be performed at the design, erection, use and dismantling stages of Temporary Works including responsibilities for performing these checks and how they should be performed and documented.

5.2 Limitations

This section does not address review of Safe Work Method Statements and Traffic and Access Management Plans associated with the works. For these aspects of the works refer to Exhibit A - TSR S1 and project document submittals requirements.

5.3 Temporary Works

Temporary Works are defined as all works required for the execution, completion, maintenance and/or demolition of permanent works which will normally be removed from the site on completion, examples include, but are not limited to:

- Site establishment including temporary offices, hoarding, sign boards, access gantries, fuel storage, temporary roads, bridges, barriers;
- Excavation support systems, open excavations, rock cuts, dewatering, spoil heaps;
- Formwork and falsework systems, support structures, access scaffold, work platforms, temporary roofs, loading towers, mobile towers, temporary access cradles;
- Tower crane bases and ties, hoist foundation and ties, mobile crane foundations, piling mats and foundations for crawler cranes, lifting and handling equipment and cast in devices;
- Machines or equipment designed and constructed specifically to perform works on this project.

5.4 Accreditation and Competency

The Contractor will require accreditation for demolition including Demolition work or asbestos removal work for which a licence (under Ch 10 of OH&S Regulations (NSW) 2001) is required.

The Contractor will be required to obtain competency accreditation (Engineering Authority) from TfNSW to undertake design of temporary works. Key requirements to obtain Engineering Authority are:

- the Contractor’s competency assessment process;
the competency of proposed staff; and

TNSW Engineering Authority Application (EAA) form – 4TP-FT-143 (to be supplied to successful Contractor).

To obtain Engineering Authority, the Contractor will be required to confirm it has assessed the proposed design staff as competent and submit details of the proposed staff, their roles and supporting Competency Certificates, including supporting documentation such as CVs, to the Principal. The Principal will assess competency in accordance with TNSW’s Assurance Document Management Procedure.

5.4.1 Management of the Design Process

The Contractor must manage the design development and review process such that:

- A request for information procedure to address all design matters is developed in consultation with the Principal’s Representative;

- Each system is designed in accordance with all current technical standards, specifications and guides;

- All Design Documentation is approved by the Contractor prior to its final release;

- Nominated Design Documentation is reviewed by the Principal’s Representative prior to commencement of construction; and

- Nominated Design Documentation is approved by the relevant Authority prior to the commencement of construction.

The Contractor must not alter the design package list included with the Contractor’s Design Management Plan without written approval by the Principal’s Representative.

The Contractor verifies and certifies that:

- The designs and the Design Documentation are in accordance with the Contract. Where the design and/or Design Documentation is not compliant, these non-compliances must be identified;

- The design packages and documents are complete, checked and verified (as required) prior to submission to the Principal’s Representative;

- The design packages and disciplines/systems are fully coordinated with each other and with adjoining/interfacing activities and designs;

- The Temporary Works can be safely constructed, commissioned, operated, maintained and decommissioned; and

- Designs comply with all Laws and all relevant standards, guidelines, codes of practice and sustainability objectives, including with respect to:
Safety in design, construction, operation, maintenance and decommissioning including satisfying the work health and safety duties upon designers contained in s22 of the Work Health and Safety Act 2011.

5.4.2 Categories of Temporary Works:

The design of the Temporary Works is divided into categories due to the relative importance of the design and the opportunity to mitigate safety risk though safety in design approaches.

Three categories have been determined for Temporary Works:

Category 1 (Not Required for these Works)

Temporary Works having a direct impact on the design of permanent works, or forming an integral part of or affecting permanent works. Works under this category are directly related to the assumed construction and demolition methodology as defined in the Contractors’ safe work method statements. Inspection and Test Plan hold and witness points may also be required to be developed in conjunction with the works.

Typical examples would include temporary props for staged excavation, temporary services diversions.

Category 2

Temporary Works which require detailed coordination and assessment of impact on other design elements. Works under this category are directly related to the assumed construction and demolition methodology as defined in the Contractors’ safe work method statements. Inspection and Test Plan hold and witness points may also be required to be developed in conjunction with the works.

Typical examples would include project wide access or demolition approaches, details for enabling works, temporary relocations, road layouts to suit traffic staging, Engineering assessments for temporarily supporting staged demolition, engineering approaches to suit construction method statements e.g. cutting sequences etc.

Category 3

The design of Temporary Works for specific localised works.

Typical examples would include temporary barriers, formwork for small scale in situ concrete, use of proprietary equipment e.g. jacking frames, trench shields in accordance with manufacturers requirements etc.

5.4.3 Temporary Works Design Management Plan and Review

The Contractor must develop and maintain a Temporary Works List and submit this to the Principal's Representative for review at least every month. Information to be provided for each item on the Temporary Works List is:

- A description of the works;
- Identification of the Designer and the Checker;
• Identification of the Verifier (if verification is required);

• Design status;

• Nomination of the design package that the design will be reviewed as part of (if a review has been nominated); and

• Details of possible impacts/interruptions to operations on the existing infrastructure.

The Contractor must keep the Temporary Works List up-to-date and submit it to the Principal’s Representative for review with each Monthly Report. The Contractor must include the Temporary Works list, the design of Temporary Works and the review of Temporary Works designs in the project design management plan and design program.

Following the Principal’s Representative review of the Temporary Works List, the Principal’s Representative will advise the Contractor which of the Temporary Works designs are to be reviewed by the Principal (Nominated Design Documentation). The Principal’s Representative will also advise which of the Designers, Checkers and Verifiers for Temporary Works are required to hold Engineering Authority for the task.

For those Temporary Works designs that the Principal’s Representative determines are to be reviewed by the Principal, the design submissions for the Temporary Works shall include:

• Temporary Works assumptions that designer has made in developing the design, including any assumptions relating to the load capacity of any existing infrastructure that is required to support the Temporary Works;

• Identification of potential effects on adjacent permanent works;

• A description of mitigation measures to ensure/demonstrate that the design is adequate in both the short and long term;

• Any key site data that must be confirmed prior to construction of the Temporary Works;

• Methods for reinstatement of any permanent infrastructure affected by the Temporary Works;

• Details of the staging and sequencing of the Works and Temporary Works;

• Inspection and test requirements; and the Final Detailed Design Report will include requirements for ITPs, Hold Points and Witness Points, together with the criteria for acceptance/release; and

• Settlement monitoring criteria (if settlement of either the Temporary Works or existing infrastructure is a possibility).
5.4.4 Temporary Works Design Packaging

The Contractor must divide the design into manageable design packages, or groups of design packages, to enable progressive technical review by the Principal throughout the detailed design process.

The Contractor must prepare design packages in accordance with Table 3. The list of design packages may only be amended under the following circumstances:

- At the request of the Principal; or
- When the Contractor can demonstrate the benefit to the Principal in revising the list and the Principal agrees to the proposed change.

Table 3: Temporary Works Design Packages

<table>
<thead>
<tr>
<th>Temporary Works Design Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor to nominate</td>
</tr>
</tbody>
</table>

The design packages are to be grouped to suit construction/demolition of the Works. The detailed design packages should be structured in such a way as to clearly show the scope of works required in each construction stage.

Each package shall be documented as a stand alone package and must be fully integrated and co-ordinated with the other packages. The boundary for each discipline shall be defined and integrated with other disciplines. The resulting interfaces between these elements must be documented by the Contractor.

The design documentation produced by the Contractor must include a clear delineation of the interfaces between each technical discipline.

5.5 Construction Compliance with Detailed Design

5.5.1 General

The Contractor must manage the construction process such that:

- The Works comply with the AFC Design Documentation;
- Any proposed change to a design solution during construction phase is reviewed and approved by a Competent Person;
- Any proposed change to a design solution that affects the safety regime (during construction and/or during long term operations/maintenance), the maintenance plan, the operation of the system, or the long term asset life is referred to the Principal’s Representative for review; and
• An ITP is developed in accordance with TSR Q1 for each system (and sub-system if required) and the interface between systems is approved by a Competent Person before use.

5.6 Verification, Validation and Proof-Checking of Design

5.6.1 General

During the design stage, the Contractor must verify and validate the design of the Works using recognised systems engineering principles, where:

• verification means the process to ensure that the outputs of any stage (or stages) in the design cycle meets the intent of the preceding stage; and

• validation means the process to confirm that the final product delivers defined operations and performance requirements for its intended use.

The Contractor must engage one or more Verifier(s) for the design of the Works. A Verifier must not be associated with the Contractor (for example, a Verifier must not be related companies or companies in which the Contractor has a financial interest). The Contractor’s design Subcontractor may be engaged as a Verifier.

All design packages submitted to the Principal’s Representative for review in accordance with the requirements set out in the Contract must be accompanied by a certificate from the Verifier(s) certifying that the relevant design is in accordance with the Contract.

The Contractor must develop design validation procedures which must, as a minimum, cover the following for each construction package and for the completed Works:

• Items to be validated;

• The proposed validation tests, performance evaluation and other means of assessment;

• Commissioning and hand-over activities; and

• The people responsible for undertaking validation activities and their responsibilities and authorities.

The design validation procedures must be included in the Design Management Plan.

The validation must include technical support from the Contractor’s designers during construction, including their involvement in:

• Testing, commissioning and certification of work;

• Validation of the integration of work with the existing railway system; and

• Witnessing acceptance tests.
5.6.2 System Verification Reviews

"System Verification Reviews" or "SVRs" are to be conducted progressively by the Contractor. SVRs must cover each system and/or interface between systems during the construction and testing phase.

The documentation for each SVR is to be of a consistent format and progressively submitted by the Contractor as works proceed, including closeouts of non-conformances and Principal's Representative's queries.

The purpose of the SVRs is for the Contractor to demonstrate that all testing and verification action is complete, that all specification requirements have been achieved, and that the system is ready for integration testing with the existing network, final acceptance testing and handover.

Completed SVR documentation is to be submitted in final form following system integration of the relevant system or subsystem.

The design packages which require Class 1 Verification and Class 2 Verification are nominated below:

In this clause, the following definitions apply:

- "Class 1 Verification" means verification which is performed by a third party Verifier who is not associated in any way with the Contractor’s design Subcontractor (but may be associated with the organisation undertaking Independent Proof Checking); and

- "Class 2 Verification" means verification which is performed by a Verifier who may be associated with the Contractor’s design Subcontractor.

If the Contractor’s design Subcontractor is engaged as a Verifier to perform Class 2 Verification, the person so verifying the design must not be a member of the original team of persons engaged in the design of any part of the Works.

Class 1 Verification must be completed for the following design packages:

- Not Required

Class 2 Verification must be completed for the following design packages at the final design stage:

- Category 2 works including all temporary works where design Temporary Works where failure of the Temporary Works could lead to an interruption of operations on existing infrastructure, cause heritage impacts or place persons at risk.

5.6.3 Physical Configuration Audit

A "Physical Configuration Audit" or "PCA" is to be conducted during the construction/commissioning phase by the Contractor in conjunction with the Principal's Representative for each system and/or interface between systems. The purpose of the PCA is to ensure that the as-built configuration conforms with the AFC Design
Documentation. The PCA also aims to ensure that the as-built documentation is an accurate and complete record of the as-built configuration.

The Contractor must issue a formal notification to the Principal’s Representative at least 2 weeks prior to commencing a PCA. The Principal’s Representative will advise the Contractor if the Principal’s representative(s) intend to attend. If the Principal confirms its intention to attend, the PCA must not proceed unless the Principal’s representatives are present.

5.6.4 Survey Set Out

The Contractor must develop all designs using the Map Grid of Australia (MGA) survey coordinate system.

5.6.5 Safety Assurance Plan

The Contractor must prepare a “Safety Assurance Plan” for the Temporary Works and submit this plan to the Principal’s Representative for review in accordance with the requirements set out in the Contract, including TSR Prelude. The Safety Assurance Plan prepared by the Contractor must address the Temporary Works Requirements.

The Safety Assurance Plan must specify the requirements for Safety Assurance Report(s) the Contractor expects to produce for the Works and must describe the general scope to be contained in the Safety Assurance Report(s). This must also include any planned updates to the report(s).

In determining the scope of the Safety Assurance Reports to be produced, the Contractor must take into account the way in which safety hazards will be identified and managed for each element of the Works and how that will be packaged for design, construction, testing, commissioning, integration, operation, maintenance and decommissioning of the Works.

The Contractor must regularly review and update the Safety Assurance Plan until Final Completion.
<table>
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<tr>
<th>Contract Documents</th>
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<td>Maintenance Facility – Maintenance &amp; Office Buildings Concrete Reinforcement Details</td>
<td>29.0.209</td>
<td>F</td>
</tr>
<tr>
<td>Maintenance Facility – Maintenance &amp; Office Building and Car Park Area – Top and Bottom Reo Plans</td>
<td>29.0.210</td>
<td>D</td>
</tr>
<tr>
<td>Maintenance Facility – Maintenance &amp; Office Building concrete and reinforcement details Sheet 2 of 3.</td>
<td>29.0.211</td>
<td>C</td>
</tr>
<tr>
<td>Maintenance Facility – Maintenance &amp; Office Building concrete and reinforcement details Sheet 3 of 3.</td>
<td>29.0.212</td>
<td>B</td>
</tr>
<tr>
<td>Maintenance Facility – Maintenance &amp; Office Buildings Steelwork Marking Plan and Sections</td>
<td>29.0.213</td>
<td>G</td>
</tr>
<tr>
<td>Maintenance Facility – Maintenance &amp; Office Buildings Steelwork Details</td>
<td>29.0.214</td>
<td>E</td>
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<td>Maintenance Facility – Maintenance &amp; Office Buildings Concrete and Steelwork Details</td>
<td>29.0.215</td>
<td>E</td>
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<tr>
<td>Description</td>
<td>Sheet No.</td>
<td>Scale</td>
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<tr>
<td>Maintenance Facility – Storage and Traverser Bays Inspection Platform Details</td>
<td>29.0.216</td>
<td>B</td>
</tr>
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<td>Maintenance Facility – Storage Bay and Office Building Stair Details</td>
<td>29.0.217</td>
<td>D</td>
</tr>
<tr>
<td>Maintenance Facility – Maintenance &amp; Office Buildings Beam Elevations and Sections Sheet 2 of 3</td>
<td>29.0.219</td>
<td>B</td>
</tr>
<tr>
<td>Maintenance Facility – Maintenance &amp; Office Buildings Beam Elevations and Sections Sheet 3 of 3</td>
<td>29.0.220</td>
<td>D</td>
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<td>Maintenance Facility SCC Substation and Main Switch Room Details</td>
<td>29.0.221</td>
<td>B</td>
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<tr>
<td>Maintenance Facility 500V Substation and Outdoor Switchyard Structural Details</td>
<td>29.0.222</td>
<td>D</td>
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<tr>
<td>Storage and Traverser Bays Steelwork Marking Plan</td>
<td>Sketch A1</td>
<td></td>
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<tr>
<td>Steelwork Details</td>
<td>Sketch A2</td>
<td></td>
</tr>
<tr>
<td>Storage Bay, Office Building and Car Park Area</td>
<td>Sketch A3</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C – PRINCIPAL’S INSURANCE POLICIES

(a) Contract Works - Marsh - 115680
(b) Comprehensive General Liability Insurance - Marsh - DR389608
13 December 2012

Certificate of Currency

This certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the policy/policies listed. It is provided as a summary only of the cover provided and is current only at the date of issue. For full particulars, reference must be made to the current policy wording.

Class of Insurance:  Contract Works

Insurer:  Chartis Australia Insurance Limited

Policy Number:  115680

Named Insured:  Rail Corporation of New South Wales (RailCorp); and Transport for New South Wales (Transport Project Division) as Principal and declared agent of the Owner;

and all companies under their effective management control and all subsidiary corporations (including those acquired or incorporated during the Period of Insurance) for their respective rights and interest.

Additional Insured's:  Contractors, Alliance non-owner participants, contract managers, project managers and subcontractors of any tier and / or other parties, for their respective rights and interests, as more specifically defined in the policy wording

Period of Insurance:  
(a) Construction Period
Cover for each Insured Contract will commence;

i) Immediately for Contracts on hand which commenced prior to 4pm 23 November 2012

ii) Upon possession of the site by the contractor for all other Contracts.

and cease with respect to each separable portion;

iii) upon practical completion of the work, or
iv) at commencement of commercial operations

whichever occurs first.

(b) **Defects Liability Period**
Cover for each Insured Contract or separable portion will commence:

v) Immediately for Contracts or separable portions in Defects Liability Period as at 4pm 23 November 2012

vi) at expiry of the Construction Period;

and ceases at the end of the Defects Liability Period as stated in the contracts between the Insured's.

Cover includes up to 12 weeks testing and commissioning included within the Construction Period for each Contract.

**Maximum Estimated Construction Period:**

48 months.

**Maximum Estimated Maintenance Period/Defects Liability Period:**

Up to 24 months from the date of Practical Completion for each Contract.

**Insured Contracts:**
All Contracts on hand as at the beginning of the Duration of Policy or commenced by the Named Insured during the Duration of Policy, including the Clearways Project, Auburn Stabling Project, Glenfield Transport Interchange Project, Northern Sydney Freight Corridor projects, Sydney Light Rail Inner West Extension, Transport Access Program, Demolition of Sydney Monorail and all associated and ancillary works in connection therewith.

**Covering:**
Subject to the policy Conditions, Memoranda or Exclusions the Insurers' will by payment of the cost of reinstatement, replacement or repair, indemnify the Insured against an Occurrence to the Property Insured during the Construction Period, arising from any cause whatsoever

(a) whilst on or adjacent to or in the vicinity of the Project Site

(b) in transit thereto or therefrom (subject to a limit any one transit of AUD 5,000,000) including physical loss or damage
occurring during any deviation therein or storage in the course of transit, temporary off-site storage or temporary removal from or return to the Project Site for any purpose whatsoever (including any loading, transit or unloading incidental thereto)

Territorial Limits: Contract Sites and elsewhere in Australia, including whilst in transit between any places therein.

Limit of Indemnity: All Contract Works, Permanent Works, Temporary Works, Materials (including free issue materials), equipment, plant, Supplies and the like and work ancillary thereto and all other Property to be incorporated into the Project and all other things brought on to the Project Site for the purposes of the Project, but excluding existing property, temporary buildings and their contents, construction tools, plant and equipment.

AUD $80,000,000 any one Occurrence / any one location

Temporary Buildings and Contents thereof (excluding Construction tools, plant and equipment)

AUD $1,000,000 any one Occurrence / any one location

Sub-Limits of Liability:

Escalation
15% of Estimated Contract Value for each separable portion of the contract works

Professional Fees $8,000,000 any one Occurrence and one Contract Site.

Removal of Debris $8,000,000 or 10% of the loss, whichever is the lesser.

Search and Location Costs $2,000,000 or 10% of the loss, whichever is the lesser.

Expediting Expenses 25% of the loss to a maximum of $10,000,000
Transit
$5,000,000 in respect of Materials in Transit maximum per Conveyance

Temporary Protection, Government Fees, Local Authority Charges and Shoring and Propping
$5,000,000 any one Occurrence and one Contract Site.

Material Storage Offsite
$5,000,000 any one Occurrence

Claims Preparation Costs
$200,000 any one Occurrence

Additional Costs of Constructing Unbuilt Works
$1,000,000 any one Occurrence

Deductible: $250,000 each and every Occurrence

Yours faithfully,

[Signature]

Geoff Owen
Principal
Certificate of Currency

This certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the policy/policies listed. It is provided as a summary only of the cover provided and is current only at the date of issue. For full particulars, reference must be made to the current policy wording.

Insured: Transport for NSW (Transport Projects Division), Rail Corporation New South Wales and/or all subsidiary companies and/or Directors' and Officers' and/or Parties for whom the Insured undertakes to insure for their respective rights and interests

Class of Insurance: Comprehensive General Liability Insurance

Insurer: Lloyds and other British, European and Australian Underwriters

Policy No: DR389608

Period: From 4:00pm on 30 September 2012 AEST
        To: 4:00pm on 30 September 2013 AEST

Covering: Legal Liability to third parties for personal injury and/or property damage (including charges, expenses, legal and other costs incurred) as a result of an Occurrence happening during the Period of Insurance.

Limit of Liability: A$100,000,000 each and every occurrence during the period of insurance in respect of Public Liability.

A$100,000,000 any one claim and in the aggregate during the period of insurance in respect of Products Liability.

Territorial Limit: Worldwide but excluding USA and Canada other than for products exported from within Australia or in respect of employee travel

In accordance with the ongoing commitment by Marsh to quality management philosophies, this document has been verified for accuracy of content by:

Jo Allan
Initials: Date: 13 December 2012
EXHIBIT D– PLANNING APPROVAL

See attached.
ENVIRONMENTAL IMPACT ASSESSMENT

MONORAIL REMOVAL PROJECT
REVIEW OF ENVIRONMENTAL FACTORS & DETERMINATION REPORT

APPROVAL

I, CHRIS LOCK, DEPUTY DIRECTOR GENERAL of the Transport Projects Division of Transport for NSW, state as follows:

1. I have considered the Proposed Activity in the Monorail Removal Project Review of Environmental Factors (GHD, Nov 2012) and Determination Report (Apr 2013) in accordance with the provisions of section 111 of the Environmental Planning and Assessment Act, 1979.

2. I determine on behalf of Transport for NSW (the Proponent) that the Proposed Activity may be carried out in accordance with the Conditions of Approval in this Determination Report (Apr 2013), consistent with the Proposed Activity described in the Monorail Removal Project Review of Environmental Factors (GHD, Nov 2012).

Chris Lock
Deputy Director General
Date: 22nd April 2013
Planning Approval Determination Report
Monorail Removal Project

Date        April 2013

Ref:        2374937
Status      Final

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Appendix 5: Conditions of Approval ....................................................................... 23
1. Introduction

1.1. Background

Transport for NSW (TfNSW) is the NSW Government's lead public transport agency that ensures planning and policy is fully integrated across all modes of transport in NSW. It manages a multi-billion dollar budget allocation for rail, bus, ferry and taxi services and related infrastructure in NSW.

Transport for NSW is responsible for improving the customer experience of transport services, transport policy and regulation, planning and program administration, procuring transport services, and infrastructure and freight.

In March 2012, the NSW Government announced that it had purchased the company that owned the existing Sydney Light Rail and the Sydney Monorail. In June 2012, the NSW Minister for Transport announced that the Monorail will cease operation in mid-2013 and will be removed to facilitate the development of the new Sydney International Convention, Exhibition and Entertainment Precinct at Darling Harbour (SICEEP).

Transport for NSW is the proponent for the Monorail Removal Project (referred to as 'the Proposed Activity' for the purposes of this document).

1.2. Review of Environmental Factors

A Review of Environmental Factors (REF) for the project was prepared by GHD Pty Ltd (GHD) on behalf of TfNSW which detailed the scope of works and environmental impacts associated with the Proposed Activity (Appendix 1). The REF was prepared in accordance with clause 228 of the Environmental Planning and Assessment Regulation 2000. The REF was placed on public display from 29 November 2012 to 21 December 2012, with 11 submissions from the general public and 3 submissions from government agencies received by TfNSW.

1.3. Determination Report

Prior to proceeding with the Proposed Activity, the Deputy Director General of the Transport Projects Division of TfNSW must make a determination in accordance with the provisions of Part 5 of the Environmental Planning and Assessment Act 1979 (the EP&A Act).

The objectives of this Determination Report are to:

- Assess the environmental impacts with respect to the Proposed Activity which are detailed in the REF
- Identify mitigation measures to minimise potential environmental impacts
- Determine whether potential environmental impacts are likely to be significant
- Address whether the provisions of the Commonwealth Environment Protection & Biodiversity Conservation Act 1999 (EPBC Act) applies to the Proposed Activity.

This report has been prepared having regard to, among other things, the objectives of TfNSW under the Transport Administration Act 1988:
(a) To plan for a transport system that meets the needs and expectations of the public;
(b) To promote economic development and investment;
(c) To provide integration at the decision-making level across all public transport modes;
(d) To promote greater efficiency in the delivery of transport infrastructure projects; and
(e) To promote the safe and reliable delivery of public transport and freight services.

1.4. Description of the Proposed Activity in the REF

An overview of the Proposed Activity, which is the subject of the Monorail Removal Project REF, is provided in the Executive Summary with full details set out in Section 5 of the REF. In summary, the Proposed Activity as outlined in the REF comprises:

- decommissioning of the Monorail system
- establishment of temporary work compounds and structures to manage traffic, protect pedestrians and prevent damage to public and private assets
- progressive demolition and removal of the following:
  - 3.6 kilometres of track
  - Convention, Galeries Victoria and Paddy’s Markets Stations
  - Station infrastructure at City Centre Station
  - The operations, maintenance and stabilising facility
  - The columns that support the track and station structures
  - The concrete crash barriers around the base of the columns
  - Redundant electrical and other servicing infrastructure
  - Ticketing, signage and other equipment associated with the stations and the Monorail network
- Closing the remaining four (4) stations, making safe and removing infrastructure and equipment associated with the Monorail
- Transporting all materials removed to appropriate facilities for re-use, recycling and/or disposal
- Repair and make safe public and/or private assets affected by the removal.

The need for, and benefits of the Proposed Activity are outlined in Section 4 of the REF.

2. Consultation & Assessment of Submissions

2.1. Public display

The REF was placed on public display from 29 November to 21 December at 5 locations across the CBD, as well as on the TINSW website at

Community consultation activities undertaken during this period included:
- Two community information sessions, one in Pyrmont and one in the CBD
- Distribution of flyers at the Monorail stations
- Placement of posters in Monorail carriages
- Public display at the City of Sydney Council offices
- Placement of advertisements in 3 foreign language newspapers, the Sydney Morning Herald and MX
- Email updates to identified key stakeholders, including affected and adjacent property owners, businesses, residents and special interest groups
- A briefing to The City of Sydney officers
- Letters to key government agencies and further meetings as requested
- Placement of information on the TfNSW website
- Project information telephone line and email inquiry service activated

A total of 14 submissions were received by TfNSW as a result of the above activities.

These included:
- 11 submissions from the community during the REF display (C1 – C11),
- 3 submissions from government agencies, including the City of Sydney, Roads & Maritime Services (RMS) and Sydney Harbour Foreshore Authority (SHFA).

Submissions raised a variety of issues in relation to the Proposed Activity. The key issues raised in submissions from the community were:
- The removal of public transport infrastructure from Sydney’s CBD
- The need for an alternative public transport system to replace the Monorail
- Lack of alternative public transport options for travel between Darling Harbour and the CBD
- Impact on tourist activities in and around Darling Harbour
- Reuse or preservation of the Monorail for historical / alternative purposes
- Removal methodology and rationale
- Impact on opportunistic motorcycle and scooter parking
- Functionality of Pyrmont Bridge during and post removal works.

The following key issues were raised by the City of Sydney in their submission:
- The need for ongoing consultation with the City of Sydney prior to the commencement of, and during the removal works
- Coordination with the Sydney Light Rail project
- Heritage
- Transport, traffic and parking
- Landscaping, tree removal and opportunities for street tree planting
- Station removal
- Sustainability
- Construction management

The key issues raised by SHFA were in relation to works on Pymont Bridge (as owner of the asset) and associated road and footpath closures.

The key issues raised by RMS were in relation to construction traffic management and the need for coordination with other development activities taking place in the CBD.

A summary of all issues raised and associated responses is provided in the table in Section 2.2.

Prior to public display of the REF, the following consultation activities were undertaken:

- Community contact and feedback mechanisms, including establishment of a project website, information line and email.
- Workshops with key stakeholder groups including businesses, residents, operators and special interest groups within the CBD, Chinatown and Darling Harbour precincts.
- Meetings and workshops with key government agencies, including the City of Sydney, Roads & Maritime Services, Sydney Harbour Foreshore Authority, Traffic Management Centre, Infrastructure NSW, Office of Environment & Heritage and other divisions within Transport for NSW.
- Presentation to the Accessible Transport Advisory Committee of TfNSW.
## 2.2. Consideration and Response to Submissions

### Community submissions to the REF

<table>
<thead>
<tr>
<th>No.</th>
<th>Issues raised</th>
<th>TFNSW response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.1 Proposed Activity not supported</td>
<td>Noted</td>
</tr>
<tr>
<td>1.2</td>
<td>Nostalgia for the Monorail</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>A condition of approval is proposed requiring the implementation of an interpretation strategy for the Sydney Monorail. This would include detailed photographic archival recording prior to demolition and a range of other initiatives that may include retention and/or interpretation of Monorail infrastructure and related events, and public art salvage, as recommended by Heritage experts and in consultation with the Heritage Branch and the City of Sydney. It should be noted that the while the Monorail has a social history and significance, it is not a declared or listed item.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C1, C2, C5</td>
</tr>
<tr>
<td>2</td>
<td>Transport</td>
<td></td>
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<tr>
<td></td>
<td>2.1 Removal of public transport infrastructure not supported</td>
<td>Whilst removal of the Monorail will reduce public transport in the short term, in the longer term the removal from the city will allow for the extension of the existing light rail system, announced by the NSW Government in Dec 2012. A key limitation of the Monorail system is that it provides for travel in one direction only and has a limited route, servicing a relatively small area of the CBD. The existing bus network is more extensive, providing a range of options for travel between Pyrmont, Darling Harbour, Ultimo, Haymarket and the CBD. Transport for NSW is considering the requirement for amplification of bus services to cater for displaced Monorail passengers.</td>
</tr>
<tr>
<td></td>
<td>Lack of alternatives for travel between Darling Harbour and parts of the CBD</td>
<td></td>
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<td></td>
<td></td>
<td>C5, C1, C8</td>
</tr>
</tbody>
</table>
### No. 2.2
**Issues raised:** An alternative public transport system should replace the Monorail i.e. light rail

**TfNSW response:**
The CBD and South East Light Rail Project (CSELR) has recently been announced by the NSW government. The Light Rail alignment will cover sections of the Monorail route and in conjunction with the existing Inner West Light Rail and extension (currently under construction) and bus network, will provide a better transport network for Sydney’s CBD and for journeys between Pyrmont, Darling Harbour, Haymarket, Central and to the north, centre and east of the CBD.

**Submission Number/s:** C2

### No. 3

#### Social & Economic

#### 3.1
**Impact on tourism activities in and around Darling Harbour.**

**TfNSW response:**
Although there are a number of tourism, recreational and entertainment facilities along the Monorail route, only a small proportion of visitors to Sydney use the Monorail. Patronage data for the Monorail indicates approximately 54% of passengers are ‘visitors to Sydney’ which equates to 0.6 percent of the total number of visitors to the Sydney LGA on any given day. There are a range of other public transport options for use by tourists for travel to key attractions within the CBD, such as bus, ferry, heavy rail and light rail.

The social and economic impacts of the Proposed Activity are further outlined in Section 11 of the REF.

**Submission Number/s:** C2

### No. 4

#### Reuse

#### 4.1
**Support for the Monorail and a desire to see it reused in another setting**

**TfNSW response:**
As discussed in Section 4.3 of the REF, a range of alternatives to the Proposed Activity were considered, including:
- changing and/or extending the route of the Monorail
- leaving the track in situ for use as an elevated walking platform
- reusing all or part of the Monorail in another location.

These alternatives have been ruled out on the grounds of feasibility, practicality and constructability. Importantly, the Monorail infrastructure has reached the end of its economic life, comprises outdated technology that is no longer in production and is designed in such a way that modification to the track/route and/or relocation would be difficult to achieve and costly.

**Submission Number/s:** C3
<table>
<thead>
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<th>No.</th>
<th>Issues raised</th>
<th>TNSW response</th>
<th>Submission Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2</td>
<td>Alternative route proposed through Sydney's CBD i.e. to the north of the CBD and Barangaroo</td>
<td>Refer to item 4.1 above and Section 4.3 of the REF.</td>
<td>C10</td>
</tr>
<tr>
<td>4.3</td>
<td>Use of the Monorail structure as a pedestrian route similar to the New York City Highline</td>
<td>The New York Highline was originally constructed in the late 1920s as a heavy railway line, prior to much of the surrounding development taking shape. It varies in width between 9 to 15 metres. In comparison, the Monorail is 940 millimetres wide and was constructed in an already built-up urban environment. Consequently, construction of the Monorail resulted in detrimental impacts on existing view corridors, heritage items, privacy, retail opportunities, pedestrian and traffic flows and the general amenity of the public domain. Removal of the Monorail provides an opportunity to rectify many of these impacts. To retro-fit the Monorail as an elevated walking platform would require a significant increase in width and additional infrastructure to deliver pedestrians to the ground plane. It is reasonable to assume that such modifications would result in a magnification of these impacts, which is considered unacceptable. Further to the above, sections of the Monorail are situated within privately owned premises and for this reason, access to the structure for pedestrian or other purposes could not be guaranteed. Further details of the alternatives considered are discussed in Section 4.3 of the REF.</td>
<td>C8</td>
</tr>
<tr>
<td>5</td>
<td>Heritage</td>
<td>A registration of interest (ROI) process was undertaken to determine market interest in removing and buying the infrastructure. No commercial offers have been received to date to acquire the Monorail in whole or in part.</td>
<td>C6</td>
</tr>
<tr>
<td>No.</td>
<td>Issues raised</td>
<td>TfNSW response</td>
<td>Submission Numbers</td>
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<td>With respect to preservation of the Monorail for historical purposes, Transport for NSW has made contact with a number of rail and other museums but is yet to enter into any agreements. Transport for NSW, on its website and in other media has invited parties interested in acquiring individual components of the Monorail to register their interest via a less formal process and is currently reviewing these submissions. As discussed in item 1.2 above, an interpretation strategy is proposed for the Monorail which may include retention and/or interpretation of Monorail infrastructure, including rolling stock, public art and related events, as recommended by heritage experts and in consultation with the Heritage Branch and the City of Sydney.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Removal Methodology &amp; Rationale</td>
<td></td>
<td>C6</td>
</tr>
<tr>
<td>6.1</td>
<td>Details of the removal methodology for curved sections of the track</td>
<td>The concept removal methodology is described in Section 5.3 of the REF. Curved beams over intersections are identified as areas requiring special attention due to the potential for traffic disruption. Further details of the removal methodology and detailed Traffic Management Plans will be prepared by the successful tenderer as part of the detailed removal methodology in consultation with the Traffic Management Centre (TMC), for the approval of Transport for NSW and RMS.</td>
<td></td>
</tr>
<tr>
<td>6.2</td>
<td>Future use of stations and rationale for not removing all stations</td>
<td>Removal of the Harbourside, Chinatown, World Square, City Centre and Darling Park stations is not part of the current scope due to these stations being privately owned. The extent of works to take place at each station is the subject of lease obligations and the requirements of the station owners and the relevant planning authority. Further details of the proposed works at each station are described in Section 5.7 of the REF.</td>
<td>C6</td>
</tr>
<tr>
<td>7</td>
<td>Parking</td>
<td></td>
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<tr>
<td>7.1</td>
<td>Monorail columns provide opportunities for motorcycle and scooter parking in the CBD</td>
<td>There is formal and informal motorcycle parking adjacent to the Monorail columns on both Pitt and Market streets. The City of Sydney’s map of ‘Motorcycle Parking Locations’ (20 August, 2012) indicates 27 spaces</td>
<td>C4 C9</td>
</tr>
<tr>
<td>No.</td>
<td>Issues raised</td>
<td>TfNSW response</td>
<td>Submission Number/s</td>
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</tr>
<tr>
<td>7.2</td>
<td>Request for an extension of motorcycle parking zones in the CBD</td>
<td>The City of Sydney has indicated that motorcycle and scooter parking will remain a consideration as part of the parking strategy being developed for the Sydney City Centre Access Strategy Plan.</td>
<td>C4, C9</td>
</tr>
<tr>
<td>8</td>
<td>Pyrmont Bridge</td>
<td></td>
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<tr>
<td>8.1</td>
<td>Prioritisation of Pyrmont Bridge works to facilitate improved access to Cockle Bay for masted vessels</td>
<td>The removal methodology and works schedule takes into account the need to maintain access to Cockle Bay, particularly during the Sydney International Boat Show in July/August 2013. Decommissioning of the Monorail system prior to the removal works commencing will ensure that the bridge can continue to open for masted vessels and special events. Similarly, the removal works will ensure minimal disruption for access to Cockle Bay.</td>
<td>C7</td>
</tr>
<tr>
<td>9</td>
<td>Reimbursement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.1</td>
<td>Request for reimbursement of Monorail &quot;smart-card&quot; credits unlikely to be used prior to its closure</td>
<td>This request has been directed to Metro Transport Sydney, the current operating entity of the Monorail, for resolution.</td>
<td>C11</td>
</tr>
</tbody>
</table>
The City of Sydney submission to the REF

<table>
<thead>
<tr>
<th>Issues raised</th>
<th>TfNSW response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultation with the City of Sydney</td>
<td>Transport for NSW and the successful tenderer will continue to consult with the City of Sydney during development of the detailed removal methodology, particularly where there is a potential impact on Council’s assets. With respect to pavement replacement, it is currently proposed to infill any gaps/damage resulting from the Proposed Activity with asphalt as a temporary measure with final pavement works and potential street tree planting to be undertaken by the City of Sydney and reimbursed by Transport for NSW.</td>
</tr>
<tr>
<td>Coordination with the CBD and South East Light Rail (CSEL) Project</td>
<td>Transport for NSW will also consult with the City of Sydney in relation to traffic management, CBD events and other major construction works anticipated to occur simultaneously with the Proposed Activity. The successful tenderer will also be required to consult with the City of Sydney in order to obtain the necessary work activity permits, such as work zones, road openings, temporary work barricades and temporary structures. The Monorail Removal Project has been developed in coordination with the Light Rail project. Consultation and coordination between the two project teams is ongoing. Consultation with the City of Sydney will also continue in relation to both projects.</td>
</tr>
<tr>
<td>Heritage Interpretation of the Monorail</td>
<td>It is proposed to undertake photographic archival recording of the Monorail prior to demolition, in accordance with the City of Sydney’s requirements. A condition of approval is also proposed requiring the preparation of an Interpretation Strategy for the Monorail. Since the Monorail is not a declared or listed heritage item, the primary purpose of the Interpretation Strategy will be to record the historical and ongoing social interest in the Monorail.</td>
</tr>
<tr>
<td>Issues raised</td>
<td>TfNSW response</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Post-removal traffic and parking signposting and opportunities for public domain improvements</td>
<td>It is not proposed to undertake any permanent changes to traffic or parking arrangements as part of the Proposed Activity. The responsibility for such aspects rests with the relevant roads authority. Further consultation will be undertaken with these authorities to confirm the applicable requirements (if any) for new arrangements that may be required as a result of the Proposed Activity.</td>
</tr>
<tr>
<td>Tree removal and opportunities for street tree planting</td>
<td>Potential public domain improvements, such as opportunities for wider pedestrian zones and street tree planting in Market Street, have not been precluded but do not form part of the project scope. Transport for NSW will continue to consult with the City of Sydney in relation to proposed public domain improvements.</td>
</tr>
<tr>
<td></td>
<td>Tree Removal</td>
</tr>
<tr>
<td></td>
<td>It is noted that Transport for NSW is the approval authority for the trimming or removal of street trees.</td>
</tr>
<tr>
<td>Protection and restoration of public domain assets</td>
<td>Street Tree Planting</td>
</tr>
<tr>
<td></td>
<td>As detailed above, opportunities for street tree planting are not precluded from the current proposal. Where project activities require the removal of trees, these will be replaced in accordance with TfNSW's Vegetation Offsetting Guide.</td>
</tr>
<tr>
<td>Pile Caps</td>
<td>Pile Caps</td>
</tr>
<tr>
<td></td>
<td>TfNSW will undertake further consultation with the City of Sydney regarding the potential removal of the pile caps. Notwithstanding, it is proposed to undertake detailed survey of the pile caps as part of the Proposed Activity to ensure that the location and extent of pile caps and relevant services are known and recorded for the benefit of future works.</td>
</tr>
<tr>
<td>Potential reuse of Monorail components</td>
<td>Transport for NSW is in discussions with interested parties regarding opportunities for the reuse of Monorail components.</td>
</tr>
<tr>
<td>Amplification of bus services to replace the Monorail</td>
<td>As identified in issue 2.1, Transport for NSW is currently undertaking detailed analysis of Monorail patronage and existing services capacity to determine the need, if any, to amplify existing public transport services.</td>
</tr>
<tr>
<td>Issues raised</td>
<td>TfNSW response</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Construction Management</td>
<td>The majority of works to remove station infrastructure will be undertaken within the confines of the station premises. However, there may be some requirement for use of public areas for the removal of larger items and certain materials which would need to be lowered directly into trucks rather than taken out through stations. In such cases hoarding and other safety devices would be used to ensure the safety of the public domain.</td>
</tr>
<tr>
<td>Reuse of Private Stations</td>
<td>Reuse of the private stations is outside the scope of the Proposed Activity. The owners of the station structures have been advised to consult with the City of Sydney (or SHFA) in the event that they seek to undertake any works to the stations beyond the scope of this proposal and/or to reuse the stations for another purpose.</td>
</tr>
<tr>
<td>Recommended Environmental Safeguards</td>
<td>Noted. The recommended environmental safeguards have been incorporated into the Conditions of Approval for the project where appropriate.</td>
</tr>
</tbody>
</table>

**Roads & Maritime Services submission to the REF**

<table>
<thead>
<tr>
<th>Issues raised</th>
<th>TfNSW response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommendations</td>
<td></td>
</tr>
<tr>
<td>Construction Traffic Management</td>
<td>A detailed Construction Traffic Management Plan (TMP) for the Proposed Activity will be prepared by the successful tenderer in consultation with the TMC for the approval of Transport for NSW and RMS. The CTMP will be required to address all decommissioning and removal activities, vehicle routes, number of trucks, hours of operation, access arrangements, cumulative impacts of other works and traffic control measures. It will also specify the crane locations and swing paths of the cranes (if required).</td>
</tr>
<tr>
<td>Other Development / Road Proposals</td>
<td>Transport for NSW will consult with RMS and the City of Sydney to ascertain whether the removal works will be affected by any road proposals or other construction works within the CBD.</td>
</tr>
</tbody>
</table>
## Sydney Harbour Foreshore Authority submission to the REF

<table>
<thead>
<tr>
<th>Issues raised</th>
<th>TfNSW response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recommendations</strong></td>
<td></td>
</tr>
<tr>
<td>Access, operation and maintenance of Pyrmont Bridge</td>
<td>2013 International Boat Show</td>
</tr>
<tr>
<td></td>
<td>The demolition methodology and programme has been designed to accommodate boat access requirements during the 2013 International Boat Show.</td>
</tr>
<tr>
<td></td>
<td><strong>Pedestrian Access</strong></td>
</tr>
<tr>
<td></td>
<td>The bridge deck would be reduced to half width during work component 5 and crane and truck movements are to avoid the shared path area during peak transit times.</td>
</tr>
<tr>
<td></td>
<td><strong>Power Points on Monorail Columns</strong></td>
</tr>
<tr>
<td></td>
<td>The power points have been located and discussions are currently underway with SHFA as to where they should be relocated to.</td>
</tr>
<tr>
<td>Footbridges and Pedestrian Access</td>
<td>Consultation will be undertaken with RMS in relation to the temporary closure of the Pyrmont Bridge/King St shared pathway. Arrangements will also be made to ensure minimal disruptions to pedestrians and people with disabilities during the temporary closures of the Market St and Liverpool St footbridges, including the erection of signage as suggested by SHFA and the preparation of an Access Management Plan by the contractor for the approval of Transport for NSW, in consultation with The City of Sydney, SHFA and RMS where required.</td>
</tr>
</tbody>
</table>
3. **Consideration of the Environmental Impacts**

*Environmental Planning and Assessment Act 1979*

The REF addresses the requirements of section 111 of the EP&A Act. In considering the Proposed Activity, all matters affecting or likely to affect the environment are addressed in the REF and the Determination Report and associated documentation.

In accordance with the checklist of matters pursuant to clause 228(3) of the *Environmental Planning and Assessment Regulations 2000*, an assessment is provided in Section 3 of the REF.

In respect of the Proposed Activity an assessment has been carried out regarding potential impacts on critical habitat, threatened species, populations or ecological communities or their habitats, under section 112 of the EP&A Act.

The likely significance of the environmental impacts of the Proposed Activity have been assessed in accordance with the Department of Planning’s best practice guideline ‘Is an EIS Required?’. It is concluded that the Proposed Activity is not likely to significantly affect the environment (including critical habitat) or threatened species, populations or ecological communities or their habitats. Accordingly, an environmental impact statement under Part 5.1 of the EP&A Act is not required.

*Environment Protection and Biodiversity Conservation Act 1999*

As part of the consideration of the Proposed Activity, all matters of national environmental significance (NES) and any impacts on Commonwealth land for the purposes of the EPBC Act have been assessed. In relation to NES matters, this evaluation has been undertaken in accordance with Commonwealth Administrative Guidelines on determining whether an action has, will have, or is likely to have a significant impact. A summary of the evaluation in accordance with the Administrative Guidelines is provided in Section 3.4.5 of the REF.

It is considered that the Proposed Activity described in the REF is not likely to have a significant impact on any Commonwealth land and is not likely to have a significant impact on any matters of NES.

4. **Conditions of Approval**

If approved, the Proposed Activity would proceed subject to the Conditions of Approval included in Appendix 5.
5. Conclusion

The Monorail Removal Project is needed to enable the re-development of Darling Harbour's convention, entertainment and exhibition precinct and to make way for the CBD and South East Light Rail Project that was announced by the NSW Government in December 2012. The Proposed Activity will result in some positive impacts including, improved pedestrian and traffic flows, heritage values and visual amenity throughout the CBD and Darling Harbour. Whilst some potentially negative impacts may result from the Proposed Activity, these impacts would be short term and localised and are not considered to be significant. A series of mitigation measures have been included in the REF and further strengthened in the proposed Conditions of Approval to reduce or manage the potential negative impacts.

A total of 14 submissions were received on the REF during public display. 11 of these were from the community and three were from government agencies. Most of the issues raised in submissions have already been addressed through further consultation with the community and relevant government agencies and the proposed Conditions of Approval. A number of issues will be addressed during development of the detailed removal methodology and traffic management plans for the approval of Transport for NSW and other the relevant authorities.

Having regard to the assessment in the REF and the review of submissions in this report, it can be concluded that the Proposed Activity is not likely to significantly affect the environment (including critical habitat) or threatened species, populations of ecological communities, or their habitats. Consequently, an environmental impact statement is not required to be prepared under Part 5.1 of the EP&A Act.

It is also considered that the Proposed Activity does not trigger any approvals under Part 3 of the EPBC Act.

In considering the environmental impacts, proposed mitigation and the broader project benefits it is recommended that the environmental impact assessment (REF and Determination Report) is approved. The approval should be subject to the proposed mitigation and environmental management measures included in the REF and Conditions of Approval.
Appendix 1: Review of Environmental Factors

GHD Pty Ltd, November 2012


Desksite Reference: 2194099
Appendix 2: Approval for demolition, removal and make good works on the Pyrmont Bridge under Section 60 of the NSW Heritage Act 1977
Simon Hussey
Transport for NSW
Level 5, Tower A, Zenith Centre
821 Pacific Hwy
CHATSWOOD NSW 2067

Attention: Anna Bradley

Dear Mr Hussey,

APPLICATION UNDER S60 OF THE NSW HERITAGE ACT, 1977

RE: SHR NO. 01618 - Pyrmont Bridge - Part Lot 501, DP 1031387 and Part Lot DP 1146364
Pyrmont/Darling Harbour, Sydney, NSW

Proposal: Demolition, removal and make good works associated with the removal of the monorail from Pyrmont Bridge.

S60 Application No: 12/S60/124


As delegate of the NSW Heritage Council, I have considered the above application. Pursuant to Section 63 of the NSW Heritage Act 1977, the Heritage Council hereby informs Transport for NSW that approval is granted subject to the following conditions:

1. All work shall comply with the information contained within:

EXCEPT AS AMENDED by the following conditions:

2. Structural engineers details of ‘reinstated’ truss members, tie bolts and reconfigured gantries shall be submitted to the Heritage Council or its Delegate for approval prior to the commencement of works.

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3. An assessment of the significance of bridge furniture is required to determine if relocation of all furniture is appropriate. The assessment must be prepared by a suitably qualified Heritage consultant and submitted to the Heritage Council or its Delegate for approval prior to the commencement of works.

4. The following architectural details must be submitted to the Heritage Council or its Delegate for approval prior to the commencement works:

   I. Extent of demolition and make good/repair to the existing amenities building glass roof;
   II. Control cabinet proposed fixing details and details specification for make good to existing fixing points;
   III. Proposed bridge furniture locations, fixing details and details specification for make good to existing furniture fixing points;
   IV. Details of proposed signage support structures and fixing details
   V. Details specification of make good to existing monorail column penetrations.

5. Subject to structural engineers advice, below slab structural members should be reinstated to match existing where possible to ensure no additional adverse impact to significant bridge structure.

6. Infill slabs are to be finished to match existing slabs and the proposed waterproof membrane is to be concealed from (external) view.

7. An interpretation strategy demonstrating the role of the monorail and its installation at the Pyrmont Bridge and the former Sydney School of Arts (SHR 00366) shall be submitted to the Heritage Council for approval prior to the commencement of works. It is recommended that this strategy be integrated with a broader interpretation strategy for the entire monorail path. Any broader interpretation strategy for the monorail must also be submitted to the Heritage Council or its Delegate for approval.

Nominated Consultants:

8. An appropriately qualified structural engineer with experience in the conservation of historic bridges must be appointed to provide advice on the detail resolution of all structural elements and inspect the demolition and removal of material to ensure that no unapproved loss of significant fabric or elements occurs (to minimise impacts on significant fabric and to manage the implementation of the conditions of approval).

9. The nominated heritage consultant shall provide advice on the detail design resolution of new elements and inspect the demolition and removal of material to ensure that no unapproved loss of significant fabric or elements occurs (to minimise impacts on significant fabric and to ensure conformity with the conditions of approval).

10. All work shall be carried out by suitably qualified tradespeople with practical experience in conservation and restoration of similar heritage items. The nominated heritage consultant shall be consulted prior to the selection of appropriate tradesmen.
Site Protection & Works:

11. Significant built elements are to be adequately protected during the works from potential damage. Protection systems must ensure historic fabric is not damaged or removed.

12. New services shall be concealed appropriately to minimise visual impacts. The installation of new services shall be carried out in such a manner as to minimise damage to or removal of historic fabric and shall not obscure historic features. Any penetrations through heritage fabric for supply and waste pipes and mechanical ducts should be prevented.

Other Conditions (Making Good):

13. All new internal and external finishes and works of making good shall match the existing original work adjacent in respect of materials used, detailed execution and finished appearance.

Compliance:

14. This approval shall be void if the activity to which it refers is not physically commenced within five years after the date of the approval or within the period of consent specified in any relevant development consent granted under the Environmental Planning and Assessment Act, 1979, whichever occurs first.

The above conditions have been imposed to ensure compatibility of the proposed work with the existing heritage qualities of the item and to ensure consistency with the Environmental Planning and Assessment Act, 1979. Your attention is drawn to the right of appeal against these conditions.

It should be noted that an approval under the Heritage Act is additional to that which may be required from other Local Government and State Government Authorities. If you have any questions regarding the above matter please contact Kate Harrison at the Heritage Branch, Office of Environment and Heritage on (02) 9673 8586.

Yours sincerely

[Signature]

18-01-2013

Dr Slobhan Lavelle OAM
Acting Manager – Conservation Team
Heritage Branch
Office of Environment & Heritage
Department of Premier and Cabinet

As Delegate of the NSW Heritage Council

Helping the community conserve our heritage
Appendix 3: Approval for the removal of the Galeries Victoria Monorail Station under Section 60 of the *NSW Heritage Act 1977*
Mr Simon Hussey  
Project Director – Monorail Removal Project  
Transport for NSW  
Level 5, Tower A, Zenith Centre  
821 Pacific Highway  
CHATSWOOD NSW 2067  

Attn: Anna Bradley – Environment & Planning Manager.

Dear Mr Hussey,

APPLICATION UNDER S60 OF THE NSW HERITAGE ACT, 1977

RE: SYDNEY SCHOOL OF ARTS – SHR NO. 00366 – 275-277A PITT STREET, SYDNEY.

Proposal: Removal of the Galleries Victoria Monorail Station as part of the Monorail removal project.

S60 Application No: 2012/S60/123 – received on 21st December 2012.

Information received with S60 application:


Additional information requested: None requested.

Date additional information received: Not applicable.

Date submissions received: Not applicable.

As delegate of the NSW Heritage Council, I have considered the above application. Pursuant to Section 63 of the NSW Heritage Act 1977, the Heritage Council hereby informs Mr Simon Hussey that approval is granted subject to the following conditions:

1) Approval is given for all works to be in accordance with the conceptual methodologies provided in the ‘Monorail Removal Project – Galleries Victoria Station Removal Methodology’ and the ‘Monorail Removal Project – Typical Beam & Column Removal Methodology Concept Draft Rev 3’ by Evans & Peck, both dated 22 November.

EXCEPT AS AMENDED BY THE FOLLOWING CONDITIONS:

2) The Applicant must submit a detailed final methodology for the removal of the Galleries Victoria Monorail Station for approval by the Heritage Council (or its
Delegate) 1 month prior to the start of works. All works will be in accordance with this detailed methodology:

3) This methodology must contain detailed procedures to ensure that the Former School of Arts building does not suffer from incidental damage during works, including, but not limited to:
   f. A detailed work method statement for the proposed works which includes a discussion of the risks of collateral damage and the protection measures to be undertaken to prevent damage to heritage fabric.
   g. Detailed layout of work areas, perimeter fencing, protective screening, permissible stationery equipment locations and the identification of restricted areas.
   h. Allowable personnel and equipment movement paths and the identification of restricted areas.
   i. Detailed crane swing sectors and limitations and lift designs and
   j. Details regarding briefings of the staff and the workforce regarding the significance of the Former School of Arts building and measures to protect its fabric.

4) Any damage to the Former School of Arts building caused by the proposed works must be 'made good' within six (6) months of the completion of works at the Galerie Victoria location and must be done under the supervision of an appropriately qualified and experienced heritage practitioner. In the event that damage occurs, then submission of a further S60 Application would be required in order that the remedial works can be assessed and approved.

5) This approval shall be void if the activity to which it refers is not physically commenced within five years after the date of the approval or within the period of consent specified in any relevant development consent granted under the Environmental Planning and Assessment Act, 1979, whichever occurs first.

The above conditions have been imposed to ensure compatibility of the proposed work with the existing heritage qualities of the item and to ensure consistency with the Environmental Planning and Assessment Act, 1979. Your attention is drawn to the right of appeal against these conditions.

It should be noted that an approval under the Heritage Act is additional to that which may be required from other Local Government and State Government Authorities. If you have any questions regarding the above matter please contact Katrina Stankowski at the Heritage Branch, Office of Environment & Heritage on (02) 9873 8569.

Yours sincerely

[Signature]

17-01-2013

Dr Slobhan Lavelle OAM
Acting Manager
Conservation Team - Heritage Branch
Office of Environment & Heritage
Department of Premier & Cabinet
As Delegate of the NSW Heritage Council

cc. The General Manager, City of Sydney Council, DX 1251, Sydney.

Helping the community conserve our heritage
Appendix 4: Excavation Permit Exception Notification Form under Section 139(4) of the *NSW Heritage Act 1977*
HERITAGE COUNCIL OF NEW SOUTH WALES
EXCAVATION PERMIT EXCEPTION NOTIFICATION FORM
Section 138(4), Heritage Act, 1977
THERE IS NO FEE PAYABLE FOR AN exception

NOTES
• All sections of this form must be completed before it can be assessed. The form is to be submitted to the Director, Heritage Branch in order to seek an exception from the need for an excavation permit issued by the Heritage Council of NSW which would otherwise be required under section 138(1) or 2 (3) of the Heritage Act.
• Reference should be made to the conditions for exceptions granted under S. 138(4) of the Heritage Act by the Minister for Planning by Order published in the Government Gazette on 6 September 2003
• The information required to accompany this form is specified on this form (see reverse). Drawings and photographs may also be attached to explain the proposal and assist a quick response. Two copies of the required information must be lodged with this form.
• This form must be completed and signed by the applicant and owner of the land.
• If the Director of the Heritage Branch is satisfied of the relevant matters relating to the proposal, a copy of this form will be endorsed by the Heritage Branch and returned to the Applicant identified below.
• The disturbance or excavation of land to which the exception does not apply requires the submission of an application for an excavation permit under section 140 of the Heritage Act.
• This form should be sent by mail or delivered in person to:
Heritage Branch, Department of Planning
Locked Bag 9000
Parramatta NSW 2124
Fax: 98735059 Phone: 98735000
email: heritage@planning.nsw.gov.au

LAND AFFECTED BY PROPOSED DEVELOPMENT Refer SCHEDULE 1 (attached).

Name of number of property: Street:
Suburb/Town: Postcode: Council:
Lot Number: Plan Code (DP / SP): Plan Number:

DESCRIPTION OF THE PROPOSAL (This MUST summarize the proposed works. Do not write 'See attached')

APPLICANT

Name: Transport Projects Division
Organisation: Transport for NSW
Address: Locked Bag 6500
St Leonards NSW 2065
Contact: Anna Broadbent, Projects Planning
Signed by: Anna Broadbent, Principal Highways
Signature: __________________________
Telephone: 9873 8563 Mobile: 0413 901437
Fax: 9873 8530 Email: Anna.Broadbent@transportnsw.nsw.gov.au

LAND OWNER

Name: NSW Land and Property Authority
Organisation: NSW Land and Property Authority
Address: PO Box 408
Governor Place
Sydney NSW 2000
Contact: Anna Broadbent, Projects Planning
Signed by: LMS, NSW Land and Property Authority
Signature: __________________________
Telephone: 9873 8563 Mobile: 0413 901437
Fax: 9873 8530 Email: Anna.Broadbent@transportnsw.nsw.gov.au

GENERAL CONDITIONS FOR ENDORSEMENT OF AN EXCEPTION

NOTE 1:
If any Aboriginal objects are discovered on the site, excavation or disturbance to those areas and the Environmental Protection and Regulation Group of the Department of Environment and Climate Change is to be informed in accordance with section 91 of the Land and Environment Protection Act, 1977.
NOTE 2:
Any excavation which has revealed Aboriginal objects should be referred to the Senior Aboriginal Heritage Officer at the Heritage Branch. Telephone: 9873 8500 or 1800 796 950.
NOTE 3:
This exception does not allow the removal of State significant

The proposed site is not currently listed for protection under section 140 of the Heritage Act, 1977.

The proposed site is not currently listed for protection under section 140 of the Heritage Act, 1977.

INCOMING

Date: 26-FEB-2010
Orig: LMS
Copy: 
Act: 0000075 RCR
### TYPE OF EXCEPTION

<table>
<thead>
<tr>
<th>Exception</th>
<th>Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1A) An archaeological assessment, zoning plan or management plan has been prepared in accordance with guidelines published by the Heritage Council of NSW which indicates that any relics in the land are unlikely to have state or local heritage significance. OR</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>3 copies of the archaeological assessment (prepared in accordance with the Heritage Council guidelines, Archaeological Assessments).</td>
</tr>
<tr>
<td>□ (1B) the excavation or disturbance of land will have a minor impact on archaeological relics including the testing of land to verify the existence of relics without destroying or removing them; OR</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>2 copies of a brief statement documenting the expected level of impact on the archaeological resource and proposed methodology for the relevant Archaeological work (eg Testing or Monitoring).</td>
</tr>
<tr>
<td>□ (1C) a statement describing the proposed excavation demonstrates that evidence relating to the history or nature of the site, such as its level of disturbance, indicates that the site has little or no archaeological research potential. *See NOTE below</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>2 copies of a brief statement documenting that the proposed excavation or disturbance will only involve the removal of material with little or no archaeological potential and no heritage significance.</td>
</tr>
<tr>
<td>□ (2A) The excavation or disturbance of land is for the purpose of exposing underground utility services infrastructure which are within an existing service trench and will not affect any other relics.</td>
<td></td>
</tr>
<tr>
<td>□ (2B) the excavation or disturbance of land is to carry out inspections or emergency maintenance or repair on underground utility services and due care is taken to avoid affects on any other relics.</td>
<td></td>
</tr>
<tr>
<td>□ (2C) the excavation or disturbance of land is to maintain, repair, or replace underground utility services to buildings which will not affect any other relics.</td>
<td></td>
</tr>
<tr>
<td>□ (2D) the excavation or disturbance of land is to maintain or repair the foundations of an existing building which will not affect any associated relics.</td>
<td></td>
</tr>
<tr>
<td>□ (2E) the excavation or disturbance of land is to expose survey marks for use in conducting a land survey.</td>
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</tbody>
</table>

### ENDORSEMENT BY HERITAGE

The proposed disturbance or excavation of land described on this form has been assessed by the Heritage Branch. The proposal does not require an excavation permit under section 149 of the Heritage Act, 1977, as it is excepted under the exception granted under section 139(4) of the Heritage Act, 1977, by the Heritage Council by Order published in the Government Gazette on 5 September 2008, and the relevant ethics have been satisfied. An endorsed copy of the information lodged with this form is attached.

**21/02/2013**

DIRECTOR MANAGER
Heritage Branch, Department of Planning (as delegate of the NSW Heritage Council)

*NOTE FOR EXCEPTION (1C): Archaeological research potential of a site is the extent to which further study of relics which are likely to be found is expected to contribute to improved knowledge about NSW history which is not demonstrated by other sites or archaeological resources.*
**Heritage Council of New South Wales**

**Extraction Permit Exception Notification Form**
Section 138(4), Heritage Act 1977

**Notes:**
- All sections of this form must be completed before it can be assessed. The form is to be submitted to the Director, Heritage Branch in order to seek an exception from the need for an excavation permit issued by the Heritage Council of NSW which would otherwise be required under section 138(1) or (2) of the Heritage Act.
- Reference should be made to the conditions for exceptions granted under s. 138(3) of the Heritage Act by the Minister for Planning by Order published in the Government Gazette on 8 September 2003.
- The information required to accompany this form is specified on this form (see reverse). Drawings and photographs may also be attached to explain the proposal and assist a quick response. Two copies of the required information must be lodged with this form.

**Land Affecting by Proposed Development:** Refer Schedule 1 (attached).

<table>
<thead>
<tr>
<th>Name or number of property:</th>
<th>Street:</th>
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<table>
<thead>
<tr>
<th>Suburb</th>
<th>Town:</th>
<th>Postcode:</th>
<th>Council:</th>
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<tr>
<th>Lot Number:</th>
<th>Plan Code (DP/SP):</th>
<th>Plan Number:</th>
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</tbody>
</table>

**Description of the Proposal:** (This must summarize the proposed works. Do not write “see attached.”)

- The Sydney Memorial Removal Project. This application relates to the removal of partial-based infrastructure associated with the memorial within area of potential archaeological significance. For a full description of the proposal, please refer to Schedule 2.

**Cost of Proposal:** $...TBA...

**SUBMISSION REQUIREMENTS ATTACHED:**

**Applicant:**
- Name: Transport Projects Division
- Organisation: Transport for NSW
- Address: Locked Bag 6500
  St Leonards NSW 2065
- Contract: Anna Bradly, Emrys Planning
- Signed by: Louise Seabrook, Principal Archaeologist
- Signature:
- Telephone: 9915 3973
- Mobile: 0410 505 647
- Fax: 9915 0146
- Email: anna.bradley@transport.nsw.gov.au

**Land Owner:**
- Name: [name]
- Organisation: [organisation]
- Address: [address]
- Signature:
- Telephone: [number]
- Mobile: [number]
- Fax: [number]
- Email: [email]

**General Conditions for Endorsement of an Exception**

- **Note 1:** If any Aboriginal objects are discovered on the site, excavation or disturbance is to cease and the Environmental Protection and Regulatory Group of the Department of Environment and Climate Change will be informed in accordance with section 91 of the National Parks and Wildlife Act, 1974.

- **Note 2:** Any excavation which has revealed Aboriginal objects should be referred to the Senior Aboriginal Heritage Officer at the Heritage Branch, Telephone: 02 8775 8550 or 1800 782 860.

- **Note 3:** This exception does not allow the removal of State Significant Reefs.
<table>
<thead>
<tr>
<th>TYPE OF EXCEPTION</th>
<th>SUBMISSION REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1A) An archaeological assessment, zoning plan or management plan has been prepared in accordance with Guidelines published by the Heritage Council of NSW which indicates that any relics in the land are unlikely to have State or local heritage significance; OR</td>
<td>1 copies of the archaeological assessment prepared in accordance with the Heritage Council guidelines, Archaeological Assessment.</td>
</tr>
<tr>
<td>(1B) the excavation or disturbance of land will have a minor impact on archaeological relics including the testing of land to verify the existence of relics without destroying or removing them; OR</td>
<td>2 copies of a short statement documenting the expected level of impact on the archaeological resources and proposed methodology for the relevant Archaeological work (eg. Testing or Monitoring). 2 copies of a schematic plan or drawing of the site and/or other documents necessary to clearly describe the proposal.</td>
</tr>
<tr>
<td>(1C) a statement describing the proposed excavation demonstrates that evidence relating to the history or nature of the site, such as its level of disturbance, indicates that the site has little or no archaeological research potential. <em>See NOTE below</em></td>
<td>2 copies of a short statement documenting the proposed excavation or disturbance and how the removal of material with relics of no archaeological potential and no heritage significance. 2 copies of a schematic plan or drawing of the site and/or other documents which describe the proposal.</td>
</tr>
<tr>
<td>(2A) The excavation or disturbance of land is for the purpose of replacing underground utility services infrastructure which poses within an existing service and will not affect any other relics;</td>
<td>2 copies of a short statement documenting the proposed excavation or disturbance (as above). 2 copies of a schematic plan or drawing of the site and/or other documents which describe the proposal.</td>
</tr>
<tr>
<td>(2B) the excavation or disturbance of land is to carry out inspections or emergency maintenance or repair on underground utilities services and the cure is taken to avoid effects on any other relics;</td>
<td>2 copies of a short statement documenting the proposed excavation or disturbance (as above). 2 copies of a schematic plan or drawing of the site and/or other documents which describe the proposal.</td>
</tr>
<tr>
<td>(2C) the excavation or disturbance of land is to maintain, repair, or replace underground utilities services to buildings which will not affect any other relics;</td>
<td>2 copies of a short statement documenting the proposed excavation or disturbance (as above). 2 copies of a schematic plan or drawing of the site and/or other documents which describe the proposal.</td>
</tr>
<tr>
<td>(2D) the excavation or disturbance of land is to maintain or repair the foundations of an existing building which will not affect any other relics; OR</td>
<td>2 copies of a short statement documenting the proposed excavation or disturbance (as above). 2 copies of a schematic plan or drawing of the site and/or other documents which describe the proposal.</td>
</tr>
<tr>
<td>(2E) the excavation or disturbance of land is to expose survey marks for use in conducting a land survey.</td>
<td>2 copies of a short statement documenting the proposed excavation or disturbance (as above). 2 copies of a schematic plan or drawing of the site and/or other documents which describe the proposal.</td>
</tr>
</tbody>
</table>

**ENDORSEMENT BY HERITAGE**

The proposed disturbance or excavation of land described on this form has been assessed by the Heritage Branch. The proposal does not require an excavation permit under section 140 of the Heritage Act, 1977, as it is excepted under the exceptions granted under section 144(4) of the Heritage Act, 1977, by the Heritage Council by Order published in the Government Gazette on 5 September 2008, and the relevant criteria have been satisfied. An endorsed copy of the information lodged with this form is attached.

21/02/2013

**DIRECTOR / MANAGER**

Heritage Branch, Department of Planning (as delegate of the NSW Heritage Council)

*NOTE FOR EXCEPTION (1C): Archaeological research potential of a site is the extent to which further study of relics which are likely to be found is expected to contribute to improved knowledge about the NSW heritage which is not demonstrated by other sites or archaeological resources.*
Schedule 1 - Description of Lands Affected by Proposed Development

The following items were identified along the Sydney Monorail route as areas containing significant subsurface features, or potential archaeological resources. These items are located within the suburbs of Pyrmont, Ultimo and Haymarket in Sydney, NSW. These items are all listed on the State Heritage Inventory but are not included on the State Heritage Register:

- Hay Street Stormwater Channel (Sydney Water Section 170 Conservation Register ID # 4574216); *

- Darling Harbour Rail Corridor (SHFA Section 170 Heritage Conservation Register ID # 4500465);

- Pier Street Precinct Archaeological Remains (Dicksons Mill), (SHFA Section 170 Heritage Conservation Register ID # 4500372); and the

- Water Cooling System - Ultimo Power Station (SHFA Section 170 Heritage Conservation Register ID # 4500471).

* Please note that the Hay Street Stormwater Channel is located partially within the jurisdiction of the City of Sydney. Landowner's consent from City of Sydney is sought for that part only. Landowner’s consent for the remaining items subject of this application is being sought from the Sydney Harbour Foreshore Authority (SHFA).
8 January 2013

Attention:

Anna Bradley
Environment & Planning Manager
Transport Projects
Transport for NSW

T 02 9423 0677
F 02 9200 0290 M 0420 305 437
E anna.bradeley@projects.transport.nsw.gov.au
Level 5 Tower A Zenith Centre 821 Pacific Highway
Chatswood NSW 2067

Re: Monorail Removal Project

Dear Ms Bradley

As requested a report on the proposed methods to be employed in the removal of infrastructure associated with the Monorail Removal Project follows below. The report is an endorsement of the proposed methods in that the process described will limit impacts on potential archaeological resources. In many instances there will be no perceptible impact on potential resources or works will be limited to areas disturbed by the original monorail installation program.

If there is any requirement for further clarification please fell free to contact me.

Regards,

Graham Wilson
Senior Consultant
AHMS
Monorail Removal Project - Historical Archaeological Considerations

Introduction

Archaeological and Heritage Management Solutions Pty Ltd (AHMS) was commissioned by GHD to provide advice regarding the management of potential archaeological resources as part of the review of environmental factors for the Monorail Removal Project for Transport for NSW. The advice takes the form of an analysis of the work corridor and the methods proposed for the removal of the monorail.

The aims of the analysis were to:

- List areas protected by statute along the existing route;
- Assess the proposed methods of removal of infrastructure associated with the monorail and any possible impacts on potential archaeological resources that may be associated with the work;
- Provide documentation regarding statutory requirements, including possible permit requirements and an appropriate approach to mitigation of possible impacts.

The results of the analysis are set out below.

Areas Containing Listed Items

The following items were identified along the Monorail route as areas containing significant subsurface features, or potential archaeological resources - these items are all listed on the State Heritage Inventory but are not included on the State Heritage Register:

- Hay Street Stormwater Channel (Sydney Water Section 170 Conservation Register ID # 4574216);
- Darling Harbour Rail Corridor (SHFA Section 170 Heritage Conservation Register ID # 4500465);
- Piers Street Precinct Archaeological Remains (Dicksons Mill), (SHFA Section 170 Heritage Conservation Register ID # 4500372); and the
- Water Cooling System - Ultimo Power Station (SHFA Section 170 Heritage Conservation Register ID # 4500471).

The descriptions of curtilages for all listed items, except the Hay Street Stormwater Channel are in an abbreviated form and difficult to determine with precision.

The description of the location of the Water Cooling System - Ultimo Power Station is described as Powerhouse to Murray Street to Waters Edge, Darling Harbour, NSW.
The Pier Street Precinct Archaeological Remains has a listing defined by Pier Street, Harbour Street, Hay Street and Darling Drive (Merino Avenue). Technically all archaeological remains within this block require management in accordance with statute. In practice however not all remains covered by this listing are of State or Local significance.

The Darling Harbour Rail Corridor is a separate problem in that the listed curtilage is described as "West Side of Darling Harbour to Pyrmont, Darling Harbour & Pyrmont, NSW" with a further qualification "The rail link is free from development, it is used for the light rail through Pyrmont from north of Hay Street". An overlay undertaken by AHMS, as well as a physical inspection, indicate that the original rail corridor, that is the item described in the listing, is located further to the east. Most of this item lies within the line of Darling Drive.

Figure 1 shows the heritage curtilage applied by Sydney Water to the Hay Street Stormwater Channel.
All of these listed items fall within the purview of the Heritage Act (1977) and its provisions since these locations have already been identified as having the potential to contain significant archaeological relics and features.

In areas along the route that are not within curtilages associated with items on the State Heritage inventory the general provisions of the Heritage Act (1977) are still applicable.

Proposed Removal Methods and Potential Impacts

The analysis of the preferred methods for the removal of ground-based infrastructure is based on information provided in the Evans and Peck report, Monorail Removal Project. Stations Removal Methodology (Draft) 10 October 2012. Subsequent clarification of specific activities was provided by Transport for NSW.

Removal will take the form of three different approaches:

- Removal of piles that sit on top of deflection walls;
- Removal of above ground pylons and retention of pile caps in situ; and
- Removal of above ground pylons and removal of pile caps,

The removal of piles that sit on top of deflection walls will not involve the excavation or disturbance of land that had not been previously disturbed by the process of installing the deflection walls. Any deposit that is to be disturbed will be material created during the construction program between 1985 and 1988. As such there will be no disturbance of potential archaeological relics.

The removal of pylons or other structural supporting elements above pavement level, but the retention of pile caps at, or near pavement level will not impact on any deposits that have the potential to contain archaeological relics.

The removal of pylons or other structural supporting elements above pavement level, and the excavations required for the removal of pile caps to depths below pavement level are likely to extend beyond the trenching associated with their installation. However, given the history of filling and levelling associated with the Darling Harbour locations in particular any disturbance to deposits with the potential to contain relics as defined by the Act will be minimal.

At this stage it is not proposed to remove any of the pile caps but removal has been considered as an option should the Council of the City of Sydney require the removal of pile caps where no future works are anticipated.
Summary of Analysis

The proposed methods of removal of the monorail will have a nil to minimal impact on potential archaeological resources. If works do not extend beyond the existing pavement/road levels then there will be no direct disturbance of relics. Where piles are to be removed that sit on deflection walls then the only disturbance will be to deposits created in the period 1985 to 1988. Where pile caps are to be removed there is the potential for disturbance of deposits that may contain relics (as defined by the Act) but such disturbance is likely to be minimal in nature.

The proposed methods of removal are a very effective means of limiting disturbance to potential archaeological relics.

Permits and Approvals

An excavation permit under s140 of the Heritage Act would usually be sought for works within the listed zones. The preferred option for the proposed works is to leave pile caps in place. This preferred option will not result in the disturbance of deposits with the potential to contain archaeological relics as defined by the Heritage Act (1977). In this instance an Exemption should be sought under S.57 (2) of the Act citing Standard Exemption Type 7 - Minor activities with little or no adverse impact on heritage significance, viz., Anything which in the opinion of the Director-General is of a minor nature and will have little or no adverse impact on the heritage significance of the item does not require approval under subsection 57 (1) of the Act.

If there is a requirement by Council to remove pile caps then an Exception should be sought under S.139 (4) of the Act citing Standard Exception 1 (b), viz., the excavation or disturbance of land will have a minor impact on archaeological relics including the testing of land to verify the existence of relics without destroying or removing them.

It is recommended that an Exception under the Act should be sought for the proposed works since there will be no direct impact on items listed on the State Heritage Register. An Exception would in practice cover situations in which there were no impacts or minor impacts. The possibility of indirect impacts is considered in 'Other Matters' below.

Mitigation

Controlled archaeological monitoring should be considered as mitigation against the effects of any disturbance of potentially significant archaeological deposits. Monitoring however should be restricted to those areas where pile cap removal is to take place. There is little to be gained in monitoring the pile removal above deflection walls, or work in areas in which the pile caps are to be retained in situ.
Other Matters

Works undertaken within the heritage curtilage of the Hay Street Stormwater Channel will require a careful approach. From the available mapping it would appear that at least one pylon is located within the heritage curtilage of this item. Installation of the monorail predated the listing and creation of the curtilage by more than ten years. It would be prudent to discuss with Sydney Water the proposed work methods to be employed within this curtilage. There may be a requirement by Sydney Water for some form of vibration monitoring of the channel during works above, and in the immediate vicinity of the structure if the proposed methods are of a type to produce significant vibration.
Appendix 5: Conditions of Approval
MONORAIL REMOVAL PROJECT

CONDITIONS of APPROVAL

Schedule of Acronyms and Definitions used:

CBD  Central Business District
CECR  Construction Environmental Compliance Report
CEMP  Construction Environmental Management Plan
CIR  Contamination Investigation Report
CLP  Community Liaison Plan
CoA  Condition of Approval
Council  The Council of the City of Sydney
ECM  Environmental Controls Map
EPA  NSW Environment Protection Authority
EP&A  Environmental Planning and Assessment Act 1979
EMR  Environmental Management Representative
Heritage Branch  Heritage Branch of the Office of Environment & Heritage
IGANRIP  Interim Guideline for Assessment of Noise from Rail Infrastructure Projects
ISO  International Standards Organisation
OEH  NSW Office of Environment and Heritage
ONVMP  Operational Noise and Vibration Management Plan
PCSR  Pre-Construction Sustainability Report
PECM  Pre-Construction Environmental Compliance Matrix
POCR  Pre-Operational Compliance Report
PME  TfNSW Principal Manager Environment (or nominated delegate)
PMPA  TfNSW Principal Manager Planning & Assessments (or nominated delegate)
PMS  TfNSW Principal Manager Sustainability (or nominated delegate)
PMUD  TfNSW Principal Manager Urban Design (or nominated delegate)
RAP  Remedial Action Plan
RBL  Rating Background Level
REF  Review of Environmental Factors
RMS  Roads and Maritime Services
SHFA  Sydney Harbour Foreshore Authority
TNSW  Transport for NSW
TMC  Transport Management Centre
TMP  Traffic Management Plan
UDLP  Urban Design and Landscape Plan

Construction  Includes all work in respect of the Project other than survey, acquisitions, fencing, investigative drilling or excavation, building/road dismantlement surveys or other activities determined by the Environmental Management Representative to have minimal environmental impact such as minor access roads, minor adjustments to services/utilities, establishing temporary construction sites (in accordance with this approval), or minor clearing (except where threatened species, populations or ecological communities would be affected).

Contamination  The presence in, on or under land or any other aspect of the environment of a substance at a concentration above the concentration at which the substance is normally present in, on or under land or any other aspect of the environment in the same locality.

© TNSW 2013
<table>
<thead>
<tr>
<th>Designated Works</th>
<th>Includes tunnelling, blasting, piling, excavation (except potholing or minor trenching), bulk fill or any vibratory impact works (including jack hammering and compaction) for Construction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Work</td>
<td>Includes works to avoid loss of life, damage to property, utilities and infrastructure, prevent immediate harm to the environment, contamination of land or damage to a heritage (indigenous or non-indigenous) item. The documents listed in Condition 1 of this approval.</td>
</tr>
<tr>
<td>Review of</td>
<td>The Transport for NSW Environment and Planning Manager appointed to the Project.</td>
</tr>
<tr>
<td>Environmental</td>
<td></td>
</tr>
<tr>
<td>Factors</td>
<td></td>
</tr>
<tr>
<td>Environment and</td>
<td></td>
</tr>
<tr>
<td>Planning Manager</td>
<td></td>
</tr>
<tr>
<td>(EPM)</td>
<td></td>
</tr>
<tr>
<td>Noise Sensitive</td>
<td>In addition to residential dwellings, noise sensitive receivers include, but are not limited to, hotels, entertainment venues, pre-schools and day care facilities, educational institutions (e.g. school, TAFE college), health care facilities (e.g. nursing home, hospital), recording studios and places of worship/religious facilities (e.g. church).</td>
</tr>
<tr>
<td>Receiver</td>
<td></td>
</tr>
<tr>
<td>Project</td>
<td>The Monorail Removal Project as described in the Review of Environmental Factors – November 2012.</td>
</tr>
<tr>
<td>Proponent</td>
<td>A person or body proposing to carry out an activity under Part 5 of the EP&amp;A Act – in this instance, Transport for NSW.</td>
</tr>
<tr>
<td>Reasonable and</td>
<td>Consideration of best practice taking into account the benefit of proposed measures and their technological and associated operational application in the New South Wales and Australian context. Feasible relates to engineering considerations and what is practical to build. Reasonable relates to the application of judgement in arriving at a decision, taking into account: mitigation benefits, cost of mitigation versus benefits provided, community views and nature and extent of potential improvements.</td>
</tr>
<tr>
<td>Feasible</td>
<td></td>
</tr>
</tbody>
</table>
1. **Terms of Approval**

   The Project shall be carried out generally in accordance with the:
   
   a) Environmental Impact Assessment (including all identified mitigation measures).
   
   b) Conditions of Approval (CoA)

   In the event of an inconsistency between the CoA and the Environmental Impact Assessment, the CoA will prevail to the extent of the inconsistency.

   The Environmental Impact Assessment for this Project comprises the following documents:

<table>
<thead>
<tr>
<th>DOCUMENT</th>
<th>AUTHOR</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monorail Removal Project – Review of Environmental Factors</td>
<td>GHD</td>
<td>November 2012</td>
</tr>
<tr>
<td>Monorail Removal Project – Determination Report</td>
<td>Transport for NSW (TfNSW)</td>
<td>April 2013</td>
</tr>
</tbody>
</table>

2. **Project Modifications**

   Any modification to the Project as approved in the EIA, would be subject to further assessment. This assessment would need to demonstrate that any environmental impacts resulting from the modifications have been minimised. The assessment shall be subject to approval by the Principal Manager Planning and Assessments (PMPA).

3. **Statutory Requirements**

   These CoA do not relieve the Proponent of the obligation to obtain all other licences, permits, approvals and land owner consents from all relevant authorities and land owners as required under any other Act for the Project. The Proponent shall comply with the terms and conditions of such licences, permits, approvals and permissions.

   For the avoidance of doubt, this includes compliance with the terms and conditions of the following permits issued by the NSW Heritage Council under s60 of the Heritage Act 1977:

<table>
<thead>
<tr>
<th>S60 APPLICATION No</th>
<th>DESCRIPTION</th>
<th>APPROVAL DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012/S60/123</td>
<td>Removal of Galleys Victoria Monorail Station as part of the Monorail removal project</td>
<td>17 January 2013</td>
</tr>
<tr>
<td>12/S60/124</td>
<td>Demolition, removal and make good works associated with the removal of the monorail from Pyrmont Bridge</td>
<td>18 January 2013</td>
</tr>
</tbody>
</table>

4. **Pre-Construction Environmental Compliance Matrix**

   A Pre-Construction Environmental Compliance Matrix (PECM) for the Project (or such stages of the Project as agreed to by the EMR) shall be prepared detailing compliance with all relevant CoA that shall be complied with prior to commencement of Construction. The PECM shall also include details of approvals, licences and permits required to be obtained under any other Act for the Project.

   The PECM shall include details demonstrating how the design and Construction of the Project will
be in compliance with the sustainability targets and initiatives outlined in Table 12.1 of the REF (with the exception of targets 5.16 & 7.53).

It must also contain a statement outlining the Proponent’s own corporate sustainability obligations, goals, targets, in house tools etc and a section specifying any areas of innovation that will be explored and/or implemented on the Project during the course of the construction period.

The Proponent shall:

a) submit a copy of the PECM to the EMR & PMS for review. The EMR and PMS are to be given a minimum period of 7 days to review and provide any comments to the Proponent in relation to the PECM

b) upon completion of the EMR and PMS review period submit a copy of the PECM to the Principal Manager Environment (PME) for approval, at least 14 days (or within such time as otherwise agreed to by the PME) prior to commencement of Construction of the Project.

5. Construction Environmental Compliance Report

The Proponent shall prepare a Construction Environmental Compliance Report (CECR) which addresses the following matters:

(a) compliance with the Construction Environmental Management Plan (CEMP) and these CoA

(b) compliance with the sustainability targets and initiatives outlined in Table 12.1 of the REF (with the exception of targets 5.16 & 7.53).

(c) compliance with any approvals or licences issued by relevant authorities for construction of the Project

(d) implementation and effectiveness of environmental controls. The assessment of effectiveness should be based on a comparison of actual impacts against performance criteria identified in the CEMP

(e) environmental monitoring results, presented as a results summary and analysis

(f) details of the percentage of waste diverted from landfill and the percentage of spoil beneficially reused

(g) number and details of any complaints, including summary of main areas of complaint, action taken, response given and intended strategies to reduce recurring complaints (subject to privacy protection)

(h) details of any review and amendments to the CEMP resulting from construction during the reporting period

(i) any other matter as requested by the Principal Manager Planning & Assessments (PMPA) and PME.

The Proponent shall:

(j) submit a copy of the CECR to the EMR for review. The EMR is to be given a minimum period of 7 days to review and provide any comments to the Proponent in relation to the CECR

(k) submit a copy of the CECR to the PME for approval upon completion of the EMR review period

(l) make publicly available a copy of the CECR by posting the CECR on the TfNSW website within 7 days of approval of the CECR by the PME.

The first CECR shall report on the first six months of construction and be submitted within six weeks of expiry of that period (or at any other time interval agreed to by the PME). CECRs shall be submitted no later than six months after the date of submission of the preceding CECR (or at other such periods as requested by the PME) for the duration of construction.

6. Pre-Operation Compliance Report

*Not Used*
### Communications

#### 7. Community Liaison Plan (Community and Stakeholder Involvement Plan)

The Proponent shall develop and implement a Community Liaison Plan (CLP) to engage with government agencies, relevant councils, landowners, community members and other relevant stakeholders (such as utility and service providers, bus companies and businesses). The CLP shall provide a single, consistent consultation framework for proactive communications management for the duration of the Construction period. The CLP shall comply with the obligations of these conditions and should include, but not necessarily be limited to:

- a) details of the protocols and procedures for disseminating information and liaising with the community and other key stakeholders about Construction activities (including timing and staging) and any associated impacts during the Construction period
- b) details of the community liaison team appointed to manage and implement the plan
- c) stakeholder and issues identification and analysis
- d) identification of opportunities where community feedback will be sought throughout the Project (including sustainability initiatives)
- e) procedures for dealing with complaints or disputes and response requirements, including advertising the 24 hour Construction response line number
- f) details (including a program) of training for all employees, contractors and sub-contractors on the requirements of the CLP.

Sub-plans to the CLP will be developed as required. These sub-plans will detail site-specific consultation and communication requirements for construction works that impact residents, other stakeholders and businesses. They will also identify further mitigation measures and processes to reduce construction impacts.

The CLP shall be prepared to the satisfaction of the Technical Director Project Communications at least 14 days prior to the commencement of Construction and implemented, reviewed and revised as appropriate during Construction of the Project.

#### 8. Community Notification and Liaison

The local community shall be advised of any activities related to the Project with the potential to impact upon them.

Prior to any site activities commencing and throughout the Project duration, the community is to be notified of works to be undertaken, the estimated hours of Construction and details of how further information can be obtained (i.e. contact telephone number/email, website, newsletters etc) including the 24 hour Construction response line number.

Construction-specific impacts including information on traffic changes, access changes, detours, services disruptions, public transport changes and work required outside the nominated working hours shall be advised to the local community at least 7 days prior to such works being undertaken or other period as agreed to by the Technical Director Project Communications or as required by EPA (where relevant to the issuing of an Environment Protection Licence (EPL)).

#### 9. Website

The Proponent shall provide electronic information (or details of where hard copies of this information may be accessed by members of the public) related to the Project, on dedicated pages within its existing website, including:

- a) a copy of the documents referred to under Condition 1 of this approval
- b) a copy of each relevant licence approval or permit required and obtained in relation to the Project
c) a list of environmental management reports that are publicly available

d) 24 hour contact telephone number for information and complaints.

Detailed updates of work progress and Construction activities shall be regularly provided on the website.

10. Complaints Management

The Proponent shall use the existing TfNSW 24 hour Construction response line number (1800 775 485) and email address (projects@transport.nsw.gov.au).

Details of all complaints received during Construction are to be recorded on a complaints register. A verbal response to phone enquiries on what action is proposed to be undertaken is to be provided to the complainant within two (2) hours during all times Construction is being undertaken and within 24 hours during non-Construction times (unless the complainant agrees otherwise). A detailed written response is to be provided to the complainant within seven (7) calendar days. Responses to written complaints (email/letter) should be provided within 48 hours of receipt of the communication.

Information on all complaints received during the previous 24 hours and response times shall be forwarded to the EMR each working day.

Property

11. Property Condition Surveys

Subject to landowner agreement, property condition surveys shall be completed on the following buildings/structures prior to Designated Works (consistent with Section 9.5 (p87) and mitigation measure C.2 of the Monorail Removal Project REF respectively),

a) All buildings/structures/roads within a plan distance of 5 metres from the edge of the Designated Works

b) All heritage listed buildings and other sensitive structures within 20 metres from the edge of the Designated Works unless otherwise determined following geotechnical and vibration assessment as endorsed by a qualified geotechnical engineer as not likely to be adversely affected.

Property condition surveys need not be undertaken if a risk assessment indicates buildings/structures/roads will not be affected as determined by a qualified geotechnical and Construction engineering expert with appropriate registration on the National Professional Engineers Register prior to commencement of Designated Works.

Potentially sensitive buildings and/or structures requiring property condition surveys shall first be surveyed prior to the commencement of the Designated Works and again immediately upon completion of the Designated Works.

All owners of assets to be surveyed, as defined above, are to be advised of the scope and methodology of the survey and the process for making a claim regarding property damage within a reasonable time (not less than 14 days) prior to commencement of the surveys.

A copy of the survey(s) shall be given to each affected owner. A register of all properties surveyed shall be maintained by the Proponent.

Any damage to buildings, structures, lawns, trees, sheds, gardens etc as a result of Construction activity direct and indirect (i.e. including vibration and groundwater changes) shall be rectified at no cost to the owner(s).
Environmental Management

12. Environmental Induction

Prior to the commencement of Construction, all contractors shall be inducted by the Proponent on the key Project interfaces and associated environmental risks and procedures.

13. Environmental Management System

Construction works shall be undertaken in accordance with the Proponent’s Environmental Management System(s) (EMS) which has been accredited as ISO14001 compliant.

14. Environmental Management Representative

Prior to the commencement of Construction, the PME shall appoint an EMR who is independent of the design and construction personnel of the Project, for the duration of the Construction period for the Project.

The EMR shall provide advice to the PME in relation to the environmental compliance and performance of the Project. The EMR shall have responsibility for:

(a) considering and advising the Proponent on matters specified in these conditions and compliance with such
(b) reviewing and where required by the PME, providing advice on the Project’s induction and training program for all persons involved in the Construction activities and monitoring implementation
(c) periodically auditing the Project’s environmental activities to evaluate the implementation, effectiveness and level of compliance of on-site Construction activities with authority approvals and licences, the CEMP and associated plans and procedures, including carrying out site inspections weekly, or as required by the PME;
(d) reporting weekly to the Proponent
(e) issuing a recommendation to the Proponent for work to stop immediately, if in the view of the EMR an unacceptable impact on the environment is likely to occur. The stop work recommendation may be limited to specific activities if the EMR can easily identify those activities
(f) issuing a recommendation to the Proponent that reasonable steps to be taken to avoid or minimise unintended or adverse environmental impacts
(g) reviewing corrective and preventative actions to ensure the implementation of recommendations made from the audits and site inspections
(h) providing reports to the Proponent on matters relevant to the carrying out of the EMR role as necessary
(i) where required by the PME, providing advice on the content and implementation of the CEMP and Environmental Controls Map (ECM) in accordance with the CoA.
(j) review and approve updates to the CEMP and other applicable management plans identified in the conditions of this approval.

The EMR shall be available during Construction activities to inspect the site(s).

15. Construction Environmental Management Plan

The Proponent shall prepare a CEMP prior to commencement of construction which addresses the following matters:

a) traffic and pedestrian traffic, transport and access management (in consultation with the relevant roads authority)
b) noise and vibration management, including the TfNSW’s Construction Noise Strategy and EPA’s Interim Construction Noise Guideline (July 2009);
c) air quality management (including dust suppression)  
d) Indigenous and non-Indigenous heritage management  
e) water and soil management including TNSW's Water Discharge and Reuse Guideline (TTP-ST-145)  
f) storage and use of hazardous materials  
g) contaminated land including acid sulphate soils  
h) flora and fauna management  
i) weed management  
j) waste management  
k) sustainability  
l) light spill to adjacent sensitive receivers during evening or night time periods  
m) environmental incident reporting and management procedures including TNSW's Environmental Incident Classification and Reporting procedure (TTP-PR-105)  
n) non-compliance and corrective/preventative action procedures.

The CEMP may be prepared in stages where agreed by the PME.

The CEMP shall:  
c) comply with the CoA, conditions of any licences, permits or other approvals issued by government authorities for the Project, all relevant Acts and Regulations and accepted best practice management  
p) be prepared in accordance with the Guideline for Preparation of Environmental Management Plans (Department Infrastructure, Planning and Natural Resources, 2004)  
q) include a site specific Environmental Policy.

The Proponent shall:  
r) consult with government agencies and relevant service/utility providers as part of the preparation of the CEMP, in particular with Council, RMS, TMC, SHFA and the Heritage Branch  
s) submit a copy of the CEMP to the EMR for review. The EMR is to be given a minimum period of 7 days to review and provide any comments to the Proponent in relation to the CEMP  
t) submit a copy of the CEMP to the PME for approval upon completion of the EMR review period, at least 14 days prior to commencement of Construction (or such time as is otherwise agreed to by the PME)  
u) review and update the CEMP at minimum 6-monthly intervals, and in response to any actions identified as part of the EMR’s audit of the document  
v) ensure updates to the CEMP are made within 7 days of the completion of the review or receipt of actions identified by any EMR audit of the document, and be submitted to the EMR for approval.

The CEMP must be approved by the PME prior to the commencement of Construction work associated with the Project.

16. Environmental Controls Map

The Proponent shall prepare an ECM in accordance with TNSW's Guide to Preparing ECMs 2010 prior to the commencement of Construction for implementation for the duration of Construction. The ECM is to be endorsed by the EMR and may be prepared in stages as set out in the CEMP.

The Proponent shall submit a copy of the ECM to the EMR for review and endorsement. The EMR is to be given a minimum period of 7 days to review and endorse the ECM. Following receipt of the EMR’s endorsement, the ECM shall be submitted to the PME for approval, at least 14 days prior to commencement of Construction (or such time as is otherwise agreed to by the PME).
The ECM shall be prepared as a map – suitably enlarged (e.g. A3 size or larger) for mounting on the wall of a site office and included in site inductions, supported by relevant written information. Updates to the ECM shall be made within 7 days of the completion of the review or receipt of actions identified by any EMR audit of the document, and be submitted to the EMR for approval.

### Hours of Work

17. **Standard Construction Hours**

Construction activities shall be restricted to the hours of 7:00 am to 6:00 pm (Monday to Friday); 8:00 am to 1:00 pm (Saturday) and at no time on Sundays and public holidays except for the following works which are permitted outside these standard hours:

(a) any works which do not cause noise emissions to be more than 5dBA higher than Rating Background Level (RBL) (background) noise levels at any nearby residential property and/or other noise sensitive receivers

(b) the delivery of plant, equipment and materials which is required outside these hours as requested by police or other authorities for safety reasons and with suitable notification to the community as agreed by the PME

(c) Emergency Work to avoid the loss of lives, property and/or to prevent environmental harm

(d) any other work as agreed by the PME, in accordance with TNSW's Out of Hours Work Procedure, and considered essential to the Project, or as approved by EPA (where relevant to the issuing of an EPL).

18. **High Noise Generating Activities**

Rock breaking or hammering, jack hammering, pile driving, vibratory rolling, cutting of pavement, concrete or steel and any other activities which result in impulsive or Tonal Noise generation shall only be scheduled between the following hours unless otherwise agreed to by the PME, or as approved by EPA (where relevant to the issuing of an EPL), unless inaudible at nearby residential properties and/or other noise sensitive receivers:

(a) 8 am to 12 noon, Monday to Saturday

(b) 2 pm to 5 pm Monday to Friday.

### Noise & Vibration

19. **Construction Noise and Vibration**

Construction noise and vibration mitigation measures shall be implemented through the CEMP, in accordance with TNSW's Construction Noise Strategy (as detailed in Table 9.9 of the REF) and EPA's Interim Construction Noise Guideline July 2009. The mitigation measures shall include, but not necessarily be limited to:

a) details of Construction activities and an indicative schedule for Construction works

b) identification of Construction activities that have the potential to generate noise and/or vibration impacts on surrounding land uses, particularly sensitive noise receivers

c) detail what Reasonable and Feasible actions and measures shall be implemented to minimise noise impacts (including those identified in the Review of Environmental Factors and identification of alternative construction/demolition techniques)

d) procedures for notifying sensitive receivers of Construction activities that are likely to affect their noise and vibration amenity, as well as procedures for dealing with and responding to noise complaints

e) an out of hours work protocol (OHHWP) for the assessment, management and approval of works outside the standard Construction hours identified in Condition 17 of this
20. **Vibration Criteria**

Vibration (other than from blasting) resulting from Construction and received at any structure outside of the Project shall be limited to:


These limits apply unless otherwise approved by the PME through the CEMP.

21. **Non-tonal Reversing Beepers**

Non-tonal reversing beepers (or an equivalent mechanism) shall be fitted and used on all Construction vehicles and mobile plant regularly used on site (i.e. greater than one day) and for any out of hours work.

22. **Noise Impact on Educational Facilities**

Potentially affected pre-schools, schools, universities and any other affected permanent educational institutions shall be consulted in relation to noise mitigation measures to identify any noise sensitive periods, e.g. exam periods. As much as reasonably practicable, noise intensive Construction works in the vicinity of affected educational buildings are to be minimised.

23. **Operational noise and vibration**

*Not used*

24. **Operational Noise Compliance Monitoring**

*Not used*

25. **Piling**

*Not used*

26. **Duty to Notify**

If previously unidentified contamination is identified within the site, the Proponent is to determine whether there is a Duty to Report under section 60 of the *Contaminated Land Management Act 1997*, and notify the EPA in accordance with the EPA’s Guidelines on the Duty to Report Contamination under the Contaminated Land Management Act 1997 (2009).
27. Unidentified Contamination (Other than Asbestos)

If previously unidentified contamination (excluding asbestos) is discovered during Construction, work in the affected area must cease immediately, and an investigation must be undertaken and report prepared to determine the nature, extent and degree of any contamination. The level of reporting must be appropriate for the identified contamination in accordance with EPA Guidelines for Consultants Reporting on Contaminated Sites.

The Proponent shall:

a) submit a copy of any contamination report to the EMR for review. The EMR is to be given a minimum period of 7 days to review and provide any comments to the Proponent in relation to the report

b) submit a copy of the report to the PME for consideration upon completion of the EMR review period. The PME shall determine whether consultation with the relevant council and/or EPA is required prior to continuation of Construction works within the affected area.

Note: In circumstances where both previously unidentified asbestos contamination and other contamination are discovered within a common area, nothing in these conditions shall prevent the preparation of a single investigation report to satisfy the requirements of both Condition 27 and Condition 28.

28. Asbestos Management

If previously unidentified asbestos contamination is discovered during construction, work in the affected area must cease immediately, and an investigation must be undertaken and report prepared to determine the nature, extent and degree of the asbestos contamination. The level of reporting must be appropriate for the identified contamination in accordance with relevant EPA and WorkCover Guidelines and include the proposed methodology for the remediation of the asbestos contamination. Remediation activities must not take place until receipt of the investigation report.

Works may only recommence upon receipt of a validation report from a suitably qualified contamination specialist and/or occupational hygienist (as appropriate) that the remediation activities have been undertaken in accordance with the investigation report and remediation methodology.

Note: In circumstances where both previously unidentified asbestos contamination and other contamination are discovered within a common area, nothing in these conditions shall prevent the preparation of a single investigation report to satisfy the requirements of both Condition 27 and Condition 28.

29. Storage and Use of Hazardous Materials

Construction hazard and risk issues associated with the use and storage of hazardous materials shall be addressed through risk management measures, which shall be developed by the construction contractor prior to Construction as part of the overall CEMP, in accordance with relevant EPA guidelines, TNSW Chemical Storage and Spill Response Guideline and Australian and ISO standards. These measures shall include:

a) the storage of hazardous materials, and refuelling/maintenance of Construction plant and equipment to be undertaken in clearly marked designated areas that are designed to contain spills and leaks

b) spill kits, appropriate for the type and volume of hazardous materials stored or in use, to be readily available and accessible to construction workers. Kits to be kept at hazardous materials storage locations, in site compounds and on specific construction vehicles. Where a spill to a watercourse is identified as a risk, spill kits to be kept in close proximity to potential discharge points in support of preventative controls
c) all hazardous materials spills and leaks to be reported to site managers and actions to be immediately taken to remedy spills and leaks

d) training in the use of spill kits to be given to all personnel involved in the storage, distribution or use of hazardous materials.

### 30. Traffic and Access

**Traffic Management Plan**

The Proponent shall prepare a Construction Traffic Management Plan (TMP) as part of the CEMP which addresses, as a minimum, the following:

- a) ensuring adequate road signage at construction work sites to inform motorists and pedestrians of the work site ahead to ensure that the risk of road accidents and disruption to surrounding land uses is minimised
- b) maximising safety and access for pedestrians and cyclists, including people with disabilities
- c) ensuring adequate sight lines to allow for safe entry and exit from the site
- d) ensuring access to railway stations, businesses, (including parking stations, hotels, entertainment venues, retail premises) and residential properties (unless affected property owners have been consulted and appropriate alternative arrangements made, where reasonable and feasible)
- e) ensuring adequate notification of any affected properties, businesses and/or operators of any road closures or other changes to traffic and access arrangements, albeit temporary
- f) managing impacts and changes to on and off street parking and requirements for any temporary replacement provision
- g) parking locations for construction workers away from stations and busy residential areas and details of how this will be monitored for compliance
- h) routes to be used by heavy construction-related vehicles to minimise impacts on sensitive land uses and businesses
- i) details for relocating kiss-and-ride, loading zones, disabled parking, taxi ranks and “Rail Replacement” bus stops if required, including appropriate signage to direct patrons (including people with visual impairments), in consultation with the relevant bus operator and/or authority
- j) ensuring consultation with RMS, TMC, Council and SHFA to coordinate with and manage the cumulative impacts of other road proposals, other construction activities and special events in the CBD and Darling Harbour
- k) specify the crane locations and swing paths of any cranes if required
- l) measures to manage traffic flows around the area affected by the Project, including as required regulatory and direction signposting, line marking and variable message signs and all other traffic control devices necessary for the implementation of the TMP.

The Proponent shall consult with the relevant roads authority during preparation of the TMP, as required. The performance of all Project traffic arrangements must be monitored during Construction.

The TMP is to be prepared in consultation with the TMC, and approved by, RMS prior to the commencement of construction works for relevant road sections.

### 31. Road Condition Reports

Prior to construction commencing, the Proponent shall prepare condition surveys and reports on the condition of roads and footpaths affected by Construction. Any damage resulting from the construction of the Project, aside from that resulting from normal wear and tear shall be repaired at the Proponent’s expense.
32. **Graffiti and Advertising Control**

Hoardings, site sheds, fencing, acoustic walls around the perimeter of the site and any structures built as part of the Project are to be maintained free of graffiti and advertising not authorised by the Proponent during the Construction period. Graffiti and unauthorised advertising will be removed or covered within the following timeframes:

a) Offensive graffiti will be cleaned or covered within 24 hours
b) Highly visible yet non-offensive graffiti will be cleaned or covered within 1 week

c) Graffiti that is neither offensive nor highly visible will be cleaned or covered during normal operations within one month

d) Any advertising material will be removed or covered within 24 hours.

33. **Lighting Control**

*Not used*

34. **Replanting Program**

All cleared vegetation shall be replaced and/or offset in accordance with TNSW's - Transport Projects Vegetation Offsetting Guide and in consultation with Council and/or SHFA. All vegetation planted on-site is to consist of locally endemic native species, unless otherwise agreed by the PME, following consultation with the relevant Local Authority, where relevant, and/or the owner of the land upon which the vegetation is to be planted.

35. **Removal of Trees or Vegetation**

Separate approval, in accordance with TNSW's Application for Removal or Trimming of Vegetation, is required for the trimming, cutting, pruning or removal of trees or vegetation where the impact has not already been identified in the Environmental Impact Assessment for the Project.

36. **Erosion and Sediment Control**

37. **Indigenous and Non-Indigenous Heritage – During Construction**

If previously unidentified Indigenous or non-Indigenous heritage/archaeological items are uncovered during Construction works, all works in the vicinity of the find shall cease and appropriate advice shall be sought from a suitably qualified heritage consultant (and in consultation with the OEH Heritage Branch where appropriate). Works in the vicinity of the find shall not re-commence until clearance has been received from the heritage consultant.
Site Rehabilitation

38. Site Rehabilitation
Consultation is to be undertaken with Council and property owners regarding proposed treatments to be applied in the reinstatement of disturbed footpaths and other areas affected by the Project. Reinstatement of applicable areas is to be undertaken in accordance with the agreed treatments. Nothing in this condition prevents the development and implementation of an alternative rehabilitation process/methodology as agreed between TfNSW and Council or the relevant property owner(s).

Sustainability

39. Sustainability Role
Not used

40. Pre-Construction Sustainability Report
Not used

Hydrology

41. Review of flood impacts
Not used

Archiving Recording

42. Interpretative Strategy and Archival Recording
The proponent shall prepare an Interpretative Strategy for the Sydney Monorail which addresses the following matters:

a) information on the history and significance of the monorail and how this information will be made available to the public
b) information on the history, the role and the installation of the monorail as it relates to the Pyrmont Bridge and the former Sydney School of Arts
c) opportunities for the reuse of monorail components, selected artefacts and public art related to the monorail
d) recommendations regarding reuse and public display of monorail heritage, including public accessibility, signage and lighting

The Interpretative Strategy shall include a photographic and video archival record of the entire monorail and any associated infrastructure, including but not limited to the exterior and interior of the monorail stations, support buildings, a typical monorail train and any public art associated with the monorail. The archival record must also:

e) be prepared in accordance with the Heritage Branch guidelines titled *Photographic Recording of Heritage Items using Film or Digital Capture, 2006*
f) include a video recording taken from the front of a monorail train recording a complete loop of the system and the environs of the monorail
g) include photographs taken with a camera/lens capable of ‘perspective correction’

The Interpretative Strategy must be prepared by a suitably qualified expert, in consultation with Council, SHFA and the Heritage Branch, and submitted to the Proponent for approval prior to works commencing. Once approved, a copy of the Interpretative Strategy must be submitted to Council for Council’s Archive.
Station Area for Galeries Victoria
This is Annexure "C" to the Lease between Abrocoona Pty Limited ACN 003 661 578 and Ipoh Limited ACN 002 443 316 (Lessor) and Metro Transport Sydney Pty Limited ACN 082 564 510 (Lessee) dated this day of 2003.
Station Area for Darling Park
Annexure "C"

Location Details Darling Park 8.0

A  Foyer System Description
C2 Platform System Description
S1 Advertising Flexible Faced Plot
S2 Advertising Poster Format
S3 Information Board

Pedestrian Bridge

Waiting/Entry Foyer

Boarding Platform
Station Area for Chinatown
This is Annexure "B" to the Lease between Accord Pacific Properties Pty Ltd (Lessor) and Metro Transport Sydney Pty Ltd (Lessee) dated this day of 2003.

PLAN OF TENANCY AREA 534
MONORAIL STATION
"HARBOUR GARDENS PLAZA"

ANNEXURE SHEET

312.7m²

# denotes inside face of wall

STREET

HARBOUR

INSIDE FACE AT BASE OF GLASS WALL

EDGE OF PLATFORM

ROLLAR SHUTTER

FIRE STAIRS

FIRE STAIRS

FIRE STAIRS

LINE OF WALL PRODUCED

ORIGINAL

JAMES F. THORPE BSc, MB.A. Inst.
REGISTERED SURVEYOR
DATE: 20/9/2000
DUNLOP THORPE & CO
447 KENT STREET SYDNEY 2000
DX 15898 TEL. 9263 6077
SURVEYORS REF: 1105/0

[Signature]
Station Area for World Square
ANNEXURE " "

PLAN SHOWING LEASE AREA OVER
LEVEL 12 MONORAIL PREMISES WITHIN
LOT 201 DP1015733 & LOT 4 DP874507
BEING PART OF WORLD SQUARE
& HORDERN TOWERS, SYDNEY
RR. 1:200

LIVERPOOL STREET

LINE OF INSIDE FACE OF GLASS 27.01
EXTENT OF (C) PLATFORM

PARCEL
BOUNDARY

(A) DENOTES LOT 201 DP1015733
(B) DENOTES LOT 4 DP880139
(C) DENOTES PART OF LIVERPOOL STREET

DENOTES LINE INTERNAL FACE OF WALL
DENOTES LINE INTERNAL FACE OF GLASS

VERSION 2
Station Area for City Centre
Station Area for Harbouside
EXHIBIT F – NOT USED
EXHIBIT G – LIST OF WARRANTIES REQUIRED FROM SUBCONTRACTORS

List of Warranties Required from Subcontractors

<table>
<thead>
<tr>
<th>Description of Equipment</th>
<th>Period of Years</th>
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EXHIBIT H – NOT USED
EXHIBIT 1 – NOT USED
EXHIBIT J - INTERFACE AGREEMENT

See attached
Monorail Removal Project

Safety Interface Agreement

Between

Transport for New South Wales
ABN 18 804 239 602

And

MTS Holding Company Pty Limited
ABN 94 156 211 906

And

Metropolitan Demolitions Pty Ltd
ABN 67 099 769 052
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A. Distribution List

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BETWEEN:

Transport for NSW (ABN 18 804 239 602), a NSW Government agency constituted under the
Transport Legislation Amendment Act 2011 (NSW), of Level 5, Tower A, Zenith Centre, 821
Pacific Highway, Chatswood NSW 2067

AND

MTS Holding Company Pty Limited (ABN 94 156 211 906)

AND

Metropolitan Demolitions Pty Ltd (ABN 67 099 769 052) of Level 1, 396 Princes Highway, St
Peters NSW 2044

IT IS AGREED THAT:

All parties will fulfil their obligations under this agreement and work cooperatively to ensure
the Rail Safety Act 2008 is complied with in respect to safety interfaces during the
construction of the Monorail Demolition.
1. Definitions

ATP means Automatic Train Protection

Emergency has the same meaning as that contained in TfNSW Emergency and Crisis Management Standard for Rail Related Projects—30-ST-009.

MTS means MTS Holding Company Pty Limited (ABN 94 156 211 906).

ITSR means the Independent Transport Safety Regulator.

Notifiable Occurrence has the same meaning as that contained in the Rail Safety Act.

PIDS means Passenger Information Display Systems

Principal means the nominated TfNSW representative.

Project means Monorail Removal Project

Rail Safety Accreditation means accreditation as an operator of a railway under the Rail Safety Act.

Rail Safety Act means the Rail Safety Act, as amended from time to time, and any regulations made under that Act, or any legislation that repeals or replaces that Act and regulations.

RTO means rail transport operator as defined under the Rail Safety Act.

Responsible Officer means a party’s nominated representative who is responsible for the implementation of this agreement.

RIM means Rail Infrastructure Manager as defined under the Rail Safety Act 2008.

RSIRA means the Rail Safety Interface Risk Assessment.

SCADA means Supervisory Control And Data Acquisition

Schedule means a schedule to this agreement.


SIA means this Safety Interface Agreement.

SIA Members means parties involved this SIA.

SLR means Sydney Light Rail

SLR operational network means the light rail route between Central and Lilyfield including Pyrmont Depot

SMS means the TfNSW Safety Management System (RIM Accreditation)

TfNSW means Transport for NSW, Transport Project division.

ULX means Under Line Crossing (under track cable crossing)

Work Health and Safety Act means the Work Health and Safety Act 2011, as amended from time to time, and any regulations made under that Act, or any legislation that repeals or replaces that Act and regulations.
2. **Purpose**
The purpose of this agreement is to establish a framework to manage safety interfaces between the parties' railway operations during the demolition of the existing Sydney Monorail. The agreement is made under Rail Safety Act NSW 2008, and is guided by Australian Standard AS 4292 Railway Safety Management, Interface Management.

This agreement is between parties that hold accreditation of some form with ITSR in relation to the Monorail Removal Project or the SLR network. The parties acknowledge that there are other stakeholders in the Monorail Removal Project who are not parties to this agreement that have legitimate interests and responsibilities in respect of the safe management of activities and operations of the SLR and the Monorail Removal Project. Any agreement made between the parties to this agreement is not binding on the other stakeholders, nor does it replace contractual or statutory obligations either between the parties or to other stakeholders.

3. **Term**
This agreement commences on <TBA> and continues until terminated by the parties, but will remain (as a minimum) in place until completion of the contractual requirements for the Defect Liability Period.

4. **Review**
The parties will review this agreement every three months or otherwise as agreed by the SIA members. When a review is as a result of changed conditions the requirements TN NSW will follow the TN NSW Safety Change Management Standard – 20-ST-006. Contractor and MTS will follow their internal change management processes.

5. **Description of Safety Interfaces**
Safety interfaces during the demolition phase of the Monorail Removal Project will include, but not be limited to, works at the Pyrmont Depot, workshops and control centre, various existing light rail locations where demolition works have the potential of impacting on safe rail operations of the Sydney Light Rail.

**Responsible Officer(s) for TfNSW are:**

Project Manager
TfNSW Representative
Level 5, Tower A, Zenith Centre
821-823 Pacific Highway, Chatswood, NSW 2067
Tel: 9200 0200 Fax: 9200 0290.

**Responsible Officer(s) MTS are:**

Pyrmont Street, Pyrmont, NSW 2007
Responsible Officer(s) for Contractor are:

Nick Giannikouris - Metropolitan Demolitions Pty Ltd
Tel: 0417 789 656

6. Assessment of Safety Interface Risks and Controls

Schedule 3 of this agreement provides the interface risks and mitigation controls that have been developed for this agreement.

The parties agree to update this rail safety interface risk assessment (RSIRA) for Monorail Removal Project by verifying the hazards and controls that have been identified in schedule 3 and consider if there are any further hazards at the interface/s and develop controls for these hazards.

The parties acknowledge that the purpose of the RSIRA is to:

(a) Address the interfaces outlined in section 5 “Description of Safety Interfaces” of this agreement
(b) Identify or confirm the physical and system interfaces (as shown in schedule 2)
(c) Identify or confirm all safety hazards with interfaces
(d) Assess the adequacy of proposed risk controls to SFAIRP
(e) Define further risk controls as required
(f) Assign or confirm safety responsibility for implementing the risk controls, for monitoring the performance of each of the risk controls and for modifying the operation of the risk controls

When performing risk assessments the requirements of the appropriate party that is in control of the site where the work is to be performed should be used unless otherwise agreed by the parties.

7. Safety Interface Coordination

The Responsible Officers will attend safety interface coordination meetings at regular intervals, to be agreed between the parties. TNSW is responsible for organising, scheduling and minuting safety interface coordination meetings.

Safety interface coordination meetings will review and monitor the RSIRA, identify any additional safety interfaces and controls, discuss actions required as a result of any safety incidents and notifiable occurrences, resolve any disputes, review and update contact lists and address other safety interface issues.
Any party may request a safety interface coordination meeting with at least 24 hours notice to the parties.

8. **Contractor and its Sub-contractors**

Contractor will ensure its Subcontractors comply with interface hazard controls when engaged in locations where interfaces exist to which this agreement relates.

Where required, Contractor will transfer hazards and controls into their Safety, Quality and Environment risk management processes.

9. **Method of Distribution**

This agreement will be distributed as per the distribution list contained within this agreement either by hand or postal service to each involved organisation or person.

10. **Communications and Information Exchange**

Schedule 4 contains the contact list for communications and information exchange under this agreement.

The parties will keep Schedule 4 up to date at all times and promptly notify each other of any change in contact officer’s details.

11. **Effect of Change of Ownership**

Each party is responsible for notifying the other party in writing of any proposed change in ownership of that party. If it is considered that the change in ownership will adversely affect the ability of any party to comply with its obligations under this agreement, then that party will notify the other party. The parties will then meet and attempt to agree how to address the effect on either company to comply with its obligations under this agreement.

12. **Rail Safety Accreditation**

MTS/ Veolia holds RIM and RSO accreditation for the operation of Sydney Light Rail network.

Each party must advise the other party about any changes to its Rail Safety Accreditation and/or conditions which may affect a safety interface under this agreement.

13. **Grade Separations**

The parties will manage infrastructure and any train operations at crossing points in accordance with each worksite safety plan which will address the following circumstances where applicable:

(a) Pedestrian grade separations—as follows:

Protection of people and property from objects or material falling, suspended or thrown from one level to another
Protection from contact with live electrical equipment

(b) Road/railway grade separations—as follows:

Protection of people and property from objects or material falling, suspended or thrown from one level to another

Protection of traffic on either the upper or lower facility from any consequences of occurrences such as road crashes or train derailments on the other facility

Provision of safe clearances for road and rail traffic

Protection from contact with live electrical equipment

(c) Grade separations between a railway and any other facility including another railway—as follows:

Protection of people and property from objects or material falling, suspended or thrown from one level to another

Protection of traffic on either the upper or lower facility from any consequences of occurrences such as road crashes or train derailments on the other facility

Provision of safe clearances for road and rail traffic

Protection from contact with live electrical equipment

14. Emergency Procedures

Each party will implement as necessary its emergency management plan for the site that it is responsible for in the Monorail Removal Project or SLR network, addressing:

(a) Procedures required in the event of an emergency, safety incident or Notifiable Occurrence including the nomination of key contact persons and locations

(b) Details of which organisation will have the responsibility for notifying the relevant party

(c) Details of the emergency communication arrangements including media management.

(d) Rectification following an emergency

15. Incident Reporting

Each party to this agreement will be responsible for the reporting of rail safety incidents and notifiable occurrences under their own accreditation to the TSR as required under the Rail Safety Act covering the specific incident site location.

Each party to this agreement will be responsible for the reporting in accordance with their obligations under the Work Health & Safety Act 2011.
16. Incident Investigation

The investigation of safety incidents will be undertaken by the responsible party under its accreditation and co-ordinated between the parties. All investigations will be conducted in a no blame environment by personnel that have the necessary competence to undertake the level of investigation. Arrangements for investigating shall be in accordance with TfNSW Incident Reporting, Recording and Investigation Standard - 90-ST-001.

For each investigation where necessary and practicable a single report will be produced and safety actions will be agreed between the parties.

17. Health and Fitness - Medical Standards

Each party is responsible for ensuring that its rail safety workers are medically fit under the "National Standard for the Health Assessment of Railway Safety Workers". Arrangements for medicals at locations for which TfNSW is the accredited RIM shall be in accordance with TfNSW Rail Safety Worker Medical Assessment Standard – 60-ST-012. Arrangements for verifying medical status for any personnel on the SLR operational network including any activity relating to the Monorail Removal Project on the SLR network will be made by MTS in accordance with its standard procedures.

18. Alcohol and Other Drug Control

TfNSW is responsible for ensuring its employees comply with TfNSW drug and alcohol policy and procedure.

Contractor is responsible for ensuring its employees and contractors comply with its own Alcohol and Other Drug Policy and Procedures.

MTS is responsible for ensuring its employees and contractors comply with MTS’s Drug and Alcohol policy and procedures. TfNSW shall arrange for testing to occur for all CONTRACTOR workers and sub contractors no matter where they are working. It is anticipated that there will be cooperation between MTS and TfNSW for mutual testing of project based workers working in either Pyrmont depot or the MTS light rail corridor.

With respect to work in the MTS/ Veolia corridor, Contractor employees, contractors and subcontractors must comply with TfNSW Alcohol and Other Drugs Standard – 60-ST-010.

Whilst workers are on the SLR operational network they must comply with MTS/ Veolia’s AaOD documentation and may be subject to random drug and alcohol testing by MTS/ Veolia.

19. Fatigue

Each party is responsible for compliance with the provisions of the Rail Safety Act in relation to fatigue management for persons employed or contracted to perform rail safety work. Arrangements for fatigue management at locations for which TfNSW is
the accredited RIM shall be in accordance with TfNSW Fatigue Management Standard-60-ST-011. Any work by any party on the SLR operational network must comply with the MTS standards on fatigue management.

20. Worker Competence

Each party is responsible for ensuring that all persons employed or contracted to perform rail safety work are competent and issued with a Rail Safety Worker Card under the Rail Safety Act for the relevant rail safety work. Arrangements for safety training and competence at locations for which TfNSW is the accredited RIM shall be in accordance with TfNSW Safety Training Requirements Standard – 60-ST-004. Whilst on the SLR operational network all workers must carry an authorised Rail Safety Worker Card. This is subject to checking by MTS staff.

21. Compliance and Auditing

The parties agree to undertake auditing and review of the implementation of this agreement in a collaborative manner, by each other and by ITSUR, where required.

Should either party identify any non-compliance with this agreement, then they will bring the non-compliance to the attention of the other party as soon as practicable in order to remedy the non-compliance.

Should the non-compliance be unresolved between the parties the matter will be resolved in accordance with the dispute resolution procedure in clause 29 of this agreement.

Instances of non-compliance identified throughout normal day-to-day activities will also be reported to the other party as soon as practicable.

Arrangements for auditing at locations for which TfNSW is the accredited RIM shall be in accordance with TfNSW Safety Compliance and Audit Management Standard – 90-ST-008.

22. Access arrangements to Monorail Removal Project and Sydney Light Rail corridors

Under the Work Health and Safety Act 2011, Contractor have been appointed Principal Contractor for the Monorail Removal Project.

MTS personnel must comply with Contractor and TfNSW procedures and standards while on the Monorail Removal Project sites.

Contractor and TfNSW will require access to Pyrmont Depot and the SLR operational network and will need to comply with MTS/ Veolia’s Rail Safety rules and any WHS requirements including completion of the MTS/ Veolia’s inductions. When Monorail Removal Project personnel are conducting works on the SLR operational network including Pyrmont Depot, they must comply with MTS safety, emergency and incident processes. Any access provided by MTS to CONTRACTOR and TfNSW will be
in accordance with its standard procedures for granting and controlling access to and by third party contractors.

**23. Rolling Stock**

Rolling stock which is used during the Monorail Removal Project whilst on rail infrastructure must conform to the Veolia’s requirements

Rolling stock must not be used on the SLR operational network, including hi rail vehicles, rail trolleys and rail maintenance vehicles, without the explicit approval of MTS/Veolia.

**24. Safety Inspections**

Safety inspections shall be undertaken by the parties, as agreed from time to time.

**25. Security**

Contractor and must keep gates either locked at all times or manned at all times by a traffic controller if the gate/s are open. Contractor shall only access the SLR operational corridor at allocation agreed by MTS/Veolia in accordance with standard permit procedures.

**26. Dispute Resolution**

If a disagreement or dispute arises out of this agreement, the parties will make every attempt to resolve it at the lowest relevant management level.

If the disagreement or dispute cannot be resolved at this level, it is to be referred to the following persons for resolution (in order of precedence):

(a) Within 2 business days to the Responsible Officers

(b) If no resolution between the Responsible Officers, within 2 business days to the nominated Executives of the parties
## 27. Execution of Agreement

SIGNED FOR AND ON BEHALF OF TRANSPORT FOR NEW SOUTH WALES
ABN 18 804 239 602

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<th>Witnessed</th>
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SIGNED FOR AND ON BEHALF OF MTS Holding Company Pty Limited
ABN 94 156 211 906

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SIGNED FOR AND ON BEHALF OF Metropolitan Demolitions Pty Ltd (ABN 67 099 769 052)
ABN

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28. **Schedule 1 – Scope of Work for the Monorail Removal Project**

The proposed scope of works for Monorail Removal Project is outlined in Exhibit B – Works Brief (Not attached)

29. **Schedule 2 – Interface Definition**

The following outlines the physical and system interfaces that will exist through the Monorail Removal Project where the works are adjacent to or within the SLR corridor. Note that once the demolition works adjacent to or within the SLR corridor are completed. The interfaces will cease to exist at this time.

**List of physical interfaces**

Veolia currently operates the Sydney Light Rail line from Central to Lilyfield.

There will be extensive interfaces at Monorail Maintenance Centre and Control centre including demolition over the light rail corridor including cranage.

Convention Centre Station & Pedestrian Bridge, Exhibition, Darling Road.
## 30. Schedule 3 – Rail Safety Interface Risk Assessment (RSIRA - as at)

<table>
<thead>
<tr>
<th>Safety Interface</th>
<th>Safety Risk</th>
<th>Current Proposed Control</th>
<th>Additional Controls Required</th>
<th>Responsible for risk control implementation and monitoring</th>
<th>Responsible for modifying the operation of risk controls</th>
<th>Comments / Actions / SFAIRP Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entry to SLR Corridor</td>
<td>Uncontrolled access to site</td>
<td>All workers to complete CONTRACTOR project induction which includes a National competency similar to RISI.</td>
<td>Contractor to control access to site and view induction verification at pre-work briefing on every shift.</td>
<td>Contractor Possession Protection Officer / PO / Superintendent / Supervisor / Leading hand</td>
<td>CONTRACTOR PPO / Superintendent / Supervisor</td>
<td>SFAIRP assessed as satisfactory provided controls are correctly implemented.</td>
</tr>
<tr>
<td>Entry to current operational Corridor</td>
<td>Uncontrolled access to site</td>
<td>Person in charge of works (PICOW) or protection officer is to contact Pyrmont Light Rail Maintenance Manager and arrange a works permit prior to commencement.</td>
<td>Veolia duty controller, Veolia Maintenance Manager and Contractor PICOW / Protection Officer</td>
<td>Veolia duty controller, Veolia Maintenance Manager and Contractor PICOW / Protection Officer</td>
<td></td>
<td>SFAIRP assessed as satisfactory provided controls are correctly implemented.</td>
</tr>
<tr>
<td>Fouled tracks</td>
<td></td>
<td>Work area to be hoarded off, Operator procedure for shut down in the event of a fouled track.</td>
<td>Contractor / Supervisor / Leading hand</td>
<td>Contractor / Supervisor / Leading hand</td>
<td></td>
<td>SFAIRP assessed as satisfactory provided controls are correctly implemented.</td>
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<tr>
<td>Passenger injuries</td>
<td></td>
<td>Work area to be hoarded off and way finding signage erected Operator Crisis Management Procedure</td>
<td>Contractor informed of Crisis Procedures</td>
<td>Contractor / Supervisor / Leading hand</td>
<td></td>
<td>SFAIRP assessed as satisfactory provided controls are correctly implemented.</td>
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<tr>
<td>Electric shock from OHW traction wiring</td>
<td>Veolia electrical permit system</td>
<td></td>
<td>MTS / Veolia electrical officer</td>
<td>MTS / Veolia electrical officer</td>
<td></td>
<td>SFAIRP assessed as satisfactory provided controls are correctly implemented.</td>
</tr>
<tr>
<td>OHW traction supply connection to existing or work around 750VDC OHW.</td>
<td>Electric shock from traction supply</td>
<td>Veolia electrical permit system</td>
<td>MTS/ Veolia electrical officer</td>
<td>MTS/ Veolia electrical officer</td>
<td>SFAIRP assessed as satisfactory provided controls are correctly implemented.</td>
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UNCONTROLLED WHEN PRINTED  Page 16 of 17
31. **Schedule 4 – Nominated Persons and Contact list**

<table>
<thead>
<tr>
<th>Nominated persons for administering this safety interface agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>TFNSW</td>
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<td>MTS</td>
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<td>Contractor</td>
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</table>

<table>
<thead>
<tr>
<th>Nominated persons for emergencies/incident notification/notifiable occurrences</th>
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</thead>
<tbody>
<tr>
<td>TFNSW</td>
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<td>MTS</td>
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<td>Contractor</td>
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