DESIGN AND CONSTRUCTION CONTRACT

Contract Number: TAP-05-D&C

Transport Access Program

Museum Station Easy Access Upgrade Project

Between

Transport for NSW

[PRINCIPAL]

ABN 18 804 239 602

and

Arenco (NSW) Pty Ltd (ABN 61 002 671 392) and

Daracon Contractors Pty Ltd (ABN 82 002 344 667),

trading as Arenco (NSW)/Daracon Contractors JV (ABN 84 724 094 329)
[CONTRACTOR]

Level 5, Tower A

821 Pacific Highway

Chatswood NSW 2067

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Date	17th March 2015
Parties	
1.	**Transport for NSW** (ABN 18 804 239 602), a corporation established by section 3C of the *Transport Administration Act 1988* (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (***Principal***).
2.	Arenco (NSW) Pty Ltd (ABN 61 002 671 392) of 184 Adderley Street West, Auburn, NSW 2144; and Daracon Contractors Pty Ltd (ABN 82 002 344 667) of 17 James Street, Wallsend, NSW 2287, trading as Arenco (NSW)/ Daracon Contractors JV (ABN 84 724 094 329) (the ***Contractor***).
Recitals	
A	The Principal is a corporation constituted under the *Transport Administration Act 1988* (NSW), and is responsible for developing certain major railway systems and other major projects.
B	The Principal is responsible for developing the Transport Access Program.
C	The Works comprise the design and construction of the Museum Station Easy Access Upgrade Project.
D	The Contractor has agreed to undertake the Contractor's Activities for the Principal in accordance with this Deed.

It is agreed as follows.

1. Definitions and Interpretation

1.1 Definitions

In this Deed, unless the context otherwise indicates:

Abandonment means where the Contractor wholly or substantially abandons the performance of the Contractor's Activities.

Act of Prevention means:

(a) a breach of this Deed by the Principal;

(b) any other act or omission of the Principal, the Principal's Representative, or an Other Contractor engaged by the Principal (other than an Interface

Contractor), except where such act or omission is expressed as not constituting an Act of Prevention pursuant to the provisions of this Deed; or

(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 approved under clause 6.9(b).

The valuation of entitlements to money under clauses 3.6(b), 8.4(a), 10.1, and 13.3 is not a Variation for the purposes of this definition of Act of Prevention.

Additional Contamination means Contamination the Contractor discovers on the Construction Site which was not described in, and was not reasonably able to be inferred from, the Contamination Report other than Excluded Contamination.

AFC Design Documentation means the Design Documentation which:

(a) in the Contractor's opinion, is sufficiently developed and complete that it can be used for the purpose of constructing the relevant part of the Works and may be submitted for review by the Principal's Representative under clause 9.14;

(b) is submitted by the Contractor in accordance with clause 9.14(g)(i)(D) and in respect of which the preconditions to submission set out in clause 9.14(g)(ii) have been satisfied;

(c) where relevant, has received a Configuration Change Notice;

(d) is marked by the Contractor "AFC" or "Approved for Construction"; and

(e) is issued by the Contractor to the Principal for its records.

Approved for Construction (or AFC) means that stage in the development of the Design Documentation when it has achieved AFC Design Documentation status by satisfying the requirements set out in the definition of "AFC Design Documentation".

Approved for Construction (or AFC) Review has the meaning given to that term in the TfNSW Standard Requirements.

Area 1 means that part of the Site so described in Schedule 22.

Area 2 means that part of the Site so described in Schedule 22.

Area 3 means that part of the Site so described in Schedule 22.

Area 4 means that part of the Site so described in Schedule 22.

Area 5 means that part of the Site so described in Schedule 22.

Area 6 means that part of the Site so described in Schedule 22.

Area 7 means that part of the Site so described in Schedule 22.

Area 8 means that part of the Site so described in Schedule 22.

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

ASA Charter means the document which identifies the ASA's objectives, functions, powers and governance and the duties of Rail Transport Agencies and AEOs in relation to the ASA (as amended from time to time), which appears at **http://www.asa.transport.nsw.gov.au**.

ASA Requirements has the meaning assigned to it in the ASA Charter.

Asset Lands means Zone 1B, Zone 1C, Zone 4, Area 1, Area 2, Area 3, Area 4, Area 5, Area 6, Area 7, Area 8, the Platform Area and the Concourse Area.

Asset Lifecycle has the meaning assigned to it in the ASA Charter.

Asset Management Information has the meaning given to that term in the TfNSW Standard Requirements.

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

Asset Standards Authority or ***ASA*** means the unit within Transport for NSW which sets, controls, maintains, owns and publishes the network and asset standards for NSW Rail Assets as defined in the ASA Charter. Information about the ASA and the network and asset standards can be found on www.transport.nsw.gov.au

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

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

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 within the Rail Corridor or affecting rail operations and all things required for dealing with, transporting and disposing of Contamination or any other spoil or waste; or

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

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and for the avoidance of doubt includes the Planning Approval and (if required) an EPL.

Business Day means any day other than a Saturday, Sunday, public holidays in New South Wales or 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 Deed; and

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

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 Deed):

(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 Deed:

(i) was published or of which public notice had been given (even as a possible change in an existing Law or a possible new Law); or

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(ii) a party experienced and competent in the delivery of works and services similar to the Works or the Contractor's Activities (as applicable) would have reasonably foreseen or anticipated,

in substantially the same form as the change in an existing Law or new Law eventuating after the date of this Deed.

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 Deed, 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 Deed; or

(c) otherwise at Law including:

(i) under or for breach of any statute;

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

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

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 Deed (including the Disability (Access to Premises – Buildings) Standards 2010), including any specified or required by this Deed;

(b) the Code of Practice for Procurement (January 2005), Aboriginal Participation in Construction Guidelines (January 2007), NSW Code, NSW Guidelines, Environmental Management Systems Guidelines (3rd edition) (January 2014), Work Health and Safety Management Systems and Auditing Guidelines (5th edition) (March 2014), Training Management Guidelines (February 2009), Quality Management System Guidelines for Construction (August 2013), NSW Waste Reduction and Purchasing Policy (WRAPP) and any other NSW Government guidelines and requirements specified or required by this Deed; and

(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 Deed.

Commencement Date means the date identified in Schedule 1.

Commissioning has the meaning given to that term in the TfNSW Standard Requirements and is comprised of stages 1 (factory acceptance tests), 2 (installation / operational checks), 3 (Site acceptance tests), 4 (system integration tests and commissioning), 5 (integration with the rail network) and 6 (acceptance tests) of Commissioning, as described in the TfNSW Standard Requirements.

Commissioning and Operational Readiness has the meaning given to that term in the TfNSW Standard Requirements and is comprised of Commissioning and Operational Readiness.

Common Dispute has the meaning given to that term in clause 15.17(a).

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 Deed 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 Deed 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 Deed requires the Works or Portion (as the case may be) to be in at Completion;

(ii) without limiting clause 2.3(c)(vi), obtained all Authority Approvals that it is required under this Deed 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 TfNSW 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 Deed requires to be verified before Completion of the Works or a Portion;

(v) provided the Principal's Representative with:

(A) where there are Portions:

(1) in respect of a particular Portion (other than the last Portion to reach Completion), the Contractor's Certificate of Portion Completion in respect of the relevant Portion and the Designers' Certificates of Portion Completion in respect of the relevant Portion; and

(2) in respect of the last Portion to reach Completion, copies of all Contractor's Certificates of Portion Completion and the Designers' Certificates of Portion Completion for all Portions; or

(B) where there are no Portions, the Contractor's Certificate of Works Completion and the Designers' Certificates of Works Completion; and

(vi) in respect of the Works or the relevant Portion, completed all Commissioning and Operational Readiness in accordance with this Deed; and

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

Completion Payment Claim has the meaning given to that term in clause 11.10.

Concourse Area means the area so described in Schedule 22.

Condition Survey has the meaning given to that term in clause 3.13(b).

Confidentiality Undertaking means a confidentiality undertaking in the form provided for in Schedule 4.

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

Configuration Control Board means the board established by TfNSW to manage configuration changes for the Transport Projects Division of TfNSW's programs and projects in accordance with the Configuration Management Framework.

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

Construction and Site 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 TfNSW Standard Requirements.

Construction 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 TfNSW Standard Requirements.

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

Construction Site means the Site and the Contractor Procured Site.

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.

Contamination Report means the report titled "Hazardous Materials Register" dated 21 January 2008 which forms part of the Information Documents and Materials, a copy of which is located in Exhibit G, Reports.

Contemporaneous Work means work carried out:

(a) by Other Contractors on or after the date of this Deed:

(b) on or adjacent to the Construction Site; and

(c) upon or by which the proper execution of the Contractor's Activities is dependent or may be appreciably affected by it being unsuitable, unsatisfactory or detrimental in any way.

Contract Control Group means the group described in clause 9.7.

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

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purpose of, performing the Contractor's Activities (whether before or after the date of this Deed) including:

(a) all Design Documentation; and

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

Contract Management Plan means the documents required to be provided and implemented by the Contractor pursuant to the TfNSW Standard Requirements, as developed, amended or updated from time to time in accordance with this Deed.

Contract Particulars means Schedule 1.

Contract Sum means the Original Contract Price increased or decreased by the amounts by which this Deed requires the Contract Sum to be increased.

Contractor 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 Procured Site means Zone 2B, Zone 4, the Platform Area and the Concourse Area.

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 Deed, including:

(a) the design, construction, commissioning and handover of the Works;

(b) the provision of Temporary Works and Construction Plant;

(c) Commissioning and Operational Readiness; and

(d) anything incidental or ancillary to the obligations in paragraphs (a) to (d).

Contractor's Certificate of Construction Compliance means a certificate from the Contractor in the form provided for in clause 6.1 of Schedule 6 certifying that the procurement and construction of the work packages complies with the requirements of this Deed.

Contractor's Certificate of Design Compliance means a certificate from the Contractor in the form provided for in clause 5.1 of Schedule 5 certifying that the Design Documentation complies with the requirements of this Deed.

Contractor's Certificate of Portion Completion means a certificate from the Contractor in the form provided for in clause 7.1 of Schedule 7 certifying that Completion of a Portion has been achieved in accordance with this Deed.

Contractor's Certificate of Works Completion means a certificate from the Contractor in the form provided for in clause 7.2 of Schedule 7 certifying that Completion of the Works has been achieved in accordance with this Deed.

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 TfNSW Standard Requirements.

Contractor's Representative means the person notified to the Principal's Representative in accordance with clause 9.5(a)(i) as being the Contractor's Representative.

Critical Design Review has the meaning given to that term in the TfNSW Standard Requirements.

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 Deed by an extension of time determined by the Principal's Representative or pursuant to any determination by an expert, any arbitration or any other final and binding dispute resolution procedure under clause 15.

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 an expert, any arbitration or any other final and binding dispute resolution procedure under 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 an expert, any arbitration or any other final and binding dispute resolution procedure under clause 15 as the date upon which Final Completion was achieved, that date.

Deed means the General Conditions, Schedules 1 to 38 and Exhibits A to J, however Exhibits D, E, F, G and I only form part of this Deed to the extent necessary for the proper operation of the relevant provisions of the General Conditions and Schedules 1 to 38.

Deed of Disclaimer means Exhibit F.

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 Deed, including non-compliances, non-conformances and non-conformities.

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

Design Documentation means all design documentation (including design standards, design reports, durability reports, construction descriptions, specifications, models, samples, prototypes, calculations, drawings, digital records, computer software and all other relevant data) in computer readable and written forms, or stored by any other means, required by this Deed or necessary to be produced by the Contractor or a Designer to design and construct the Works and Temporary Works and documentation (including certificates and check lists) to evidence that the design documentation complies with the requirements of this Deed

Designer means each Subcontractor engaged by the Contractor to undertake the design of the Works (or any part) and, to the extent relevant, the Temporary Works (or any part).

Designers' Certificates of Construction Compliance means the certificates from the most senior member of the Designer's Team (and where there is more than one design discipline involved in the relevant package or element, then the most senior member in each relevant discipline) involved in the design of the relevant package or element in the form provided for in clause 6.2 of Schedule 6 certifying that the procurement and construction of the work packages complies with the requirements of this Deed.

Designers' Certificates of Design Compliance means the certificates from the most senior member of the Designer's Team (and where there is more than one design discipline involved in the relevant package or element, then the most senior member in each relevant discipline) involved in the design of the relevant package or element in the form provided for in clause 5.2 of Schedule 5 certifying that the Design Documentation complies with the requirements of this Deed.

Designers' Certificates of Portion Completion means the certificates from the most senior member of the Designer's Team (and where there is more than one design discipline involved in the relevant Portion, then the most senior member in each relevant discipline) in the form provided for in clause 7.3 of Schedule 7 certifying that Completion of a Portion has been achieved in accordance with this Deed.

Designers' Certificates of Works Completion means the certificates from the most senior member of the Designer's Team (and where there is more than one design discipline involved in the Works, then the most senior member in each

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relevant discipline) in the form provided for in clause 7.4 of Schedule 7 certifying that Completion of the Works has been achieved in accordance with this Deed.

Designer's Team means the team of persons (including the Designers) engaged in the design of the Works and, to the extent relevant, the Temporary Works.

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

Draft Third Party Agreement has the meaning given to that term in clause 2.12(b)(i).

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.

EPL means an environment protection licence issued under the *Protection of the Environment Operations Act 1997* (NSW).

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(g);

(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 a claim under clause 11.10.

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Excluded Contamination means "General Solid Waste (non-putrescible)" as that term is defined in Schedule 1 to the *Protection of the Environment Operations Act* 2007 (NSW).

Extra Land means the land or buildings 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;

(b) the Contractor has:

(i) carried out and passed all tests which:

(A) are required under this Deed 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 Deed requires them to be in at Final Completion;

(ii) obtained all Authority Approvals that it is required under this Deed 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 other documents or information referred to in this Deed:

(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 Deed that must be verified before Final Completion; and

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

Final Payment Claim has the meaning given to that term in clause 11.12.

First Statement of Outstanding Claims has the meaning given to that term in clause 11.10(b).

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

General Conditions means clauses 1-19 of this Deed.

Geotechnical Report means the reports titled:

a) Museum Station Easy Access Upgrade - Geotechnical Interpretive Report by Parsons Brinckerhoff (30 May 2014);

b) Museum Station Easy Access Upgrade – Site Investigations Report prepared by Robert Bird Group (04 September 2014);

c) Structural Investigation of sections of the Tunnel Liner, Platform Walls and a section of the Access Tunnel at Museum Station, Sydney NSW Report prepared by GBG Australia (04 September 2014);

d) Museum Station Easy Access Upgrade Project – Geotechnical Site Investigation – August 2014 – Factual Report Addendum Report prepared by Pells Sullivan Meynink (01 September 2014); and

e) RBG Project 13585C - Metallurgical Assessment of Reinforcing Steel Report prepared by CTI Consultants Pty Ltd (23 May 2014),

which forms part of the Information Documents and Materials, a copy of which is located in Exhibit G, Reports.

Geotechnical Data means the raw factual data contained in the Geotechnical Report which for the avoidance of doubt excludes any interpretation, extrapolation, conclusion, assumption, projection or analysis of the data made, contained or stated in the Geotechnical Report or any other Information Documents and Materials.

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 Relevant Matters.

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

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

Hold Point means a verification point identified in the TfNSW Standard Requirements beyond which the relevant part of the Contractor's 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.

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 Construction 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 Third Party Agreement; 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 the Rail Safety National Law.

Information Documents and Materials means:

(a) the items specified in Schedule 17; and

(b) 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 Deed,

including anything which is expressly stated by this Deed to form part of the Information Documents and Materials.

Insolvency Event means when:

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(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 Deed 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 of company arrangement or scheme of arrangement (other than a solvent scheme of 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 name, 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 1967.

Interface Agreement means the Third Party Agreement of that name substantially in the form of the draft that is set out in Exhibit I.

Interface Agreement Deed Poll means a deed poll in the form set out in Schedule 36.

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.

Latent Condition means:

(a) adverse geotechnical conditions on the Construction Site (other than Contamination) which differ materially from:

(i) the Geotechnical Data; and

(ii) the geotechnical conditions which a competent and experienced contractor could reasonably have been expected to anticipate as at the date of this Deed if it had:

(A) examined all documents and information relevant to the risks, contingencies and other circumstances having an effect on the Contractor's Tender and the Contractor's obligations under this Deed and which was obtainable by the making of reasonable enquiries (including the Information Documents and Materials); and

(B) inspected the Construction Site and its surroundings;

(b) any Service in Zone 1A, Zone 1B, Zone 1C, Zone 4, the Platform Area, the Concourse Area, Area 1, Area 2, Area 3, Area 4, Area 5, Area 6, Area 7 and Area 8:

(i) the existence of which:

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(A) is not identified in the Services Information or not reasonably able to be inferred from the Services Information; and

(B) a competent and experienced contractor would not reasonably have been expected to anticipate as at the date of this Deed if it had:

(1) examined all documents and information relevant to the risks, contingencies and other circumstances having an effect on the Contractor's Tender and the Contractor's obligations under this Deed and which was obtainable by the making of reasonable enquiries (including the Information Documents and Materials); and

(2) inspected Zone 1A, Zone 1B, Zone 1C, Zone 4, the Platform Area, the Concourse Area, Area 1, Area 2, Area 3, Area 4, Area 5, Area 6, Area 7, Area 8 and its surroundings; and

(C) is discovered only after the Contractor has undertaken non-destructive services identification of the Services identified in the Services Information to confirm their exact location; and

(ii) which is operational and has not been made redundant by the owner of the Service; or

(c) any Service in Zone 2A or Zone 2B which is operational and has not been made redundant by the owner of the Service, or

(d) any Service located in Zone 3 which is operational and has not been made redundant by the owner of the Service, other than the existing:

(i) two underground 33kVA power lines;

(ii) underground low voltage power lines for street lighting;

(iii) gas line;

(iv) telecommunication conduits; and

(v) stormwater services,

provided that:

(vi) in the case of the Services referred to in sub-paragraphs (i), (ii) and (iv), the Services will not differ by more than the greater of the following away from the location described in or reasonably able to be inferred from the existing Services Survey:

(A) 300mm; and

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(B) the "Accuracy" attribute documented in the relevant Services Survey; and

(vii) in the case of the Services referred to in sub-paragraphs (iii) and (v), any of those Services being located in a different position or location to that shown in the Services Survey.

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).

Local Industry Participation 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 TfNSW Standard Requirements.

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

Monument has the meaning given to that term in the *Surveying and Spatial Information Regulation 2006* (NSW).

NGER Legislation means the *National Greenhouse and Energy Report Act 2007* (Cth), related regulations and legislative instruments.

Nominated Subcontractor means a Subcontractor identified in Schedule 1, or a Subcontractor included in a list of Subcontractors identified in Schedule 1, to whom the Contractor must subcontract the relevant Nominated Subcontract Work.

Nominated Subcontract Work means that supply of goods or services specified in Schedule 1 that may only be performed by the relevant Nominated Subcontractor.

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.

NSW Code means the New South Wales Government Code of Practice for Procurement (January 2005).

NSW Guidelines means the New South Wales Government's Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction (as published by the NSW Treasury July 2013).

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

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

Operational Readiness has the meaning given to that term in the TfNSW Standard Requirements and is comprised of stages 7 (accreditation of new infrastructure), 8 (pre-commercial operations and staff training), 9 (completion and handover of the Works to the Principal), and 10 (setting to work for commercial operation) of Commissioning and Operational Readiness, as described in the TfNSW Standard Requirements.

Option means an option referred to in Schedule 25.

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 relevant Rail Transport Agency or any contractor, consultant, artist, tradesperson or other person engaged by the Principal or others to do work, other than the Contractor and its Subcontractors.

Overhead Costs means the costs referrable to the items described in Schedule 33.

Parent Company Guarantee means the deed which appears in Schedule 30.

Payment Schedule means Schedule 2.

Performance and Compliance Incentive Payment Table means the table set out in Schedule 27.

Performance Category means each of the categories identified in column 1 of the Performance and Compliance Incentive Payment Table.

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 conditions of approval that are required to be compiled with or fulfilled in the documents referred to in paragraph (a).

Platform Area means the area so described in Schedule 22.

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

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

PPS Law means:

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(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).

Preliminary Design means Exhibit J.

Preliminary Design Review has the meaning given to that term in the TfNSW Standard Requirements.

Principal Supplied Items means the items set out in Schedule 34.

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.

Progress Claim has the meaning given to that term in clause 11.2(g).

Prohibited Subcontractor means:

(a) any Subcontractor:

(i) who has made an admission to the Independent Commission Against Corruption that it has engaged in; or

(ii) in respect of whom the Independent Commission Against Corruption has made a finding that it has engaged in,

corrupt conduct as defined in the *Independent Commission Against Corruption Act 1988* (NSW); or

(b) any Subcontractor employing an employee in respect of whom paragraphs (a)(i) or (a)(ii) apply.

Project Authorisation means an authorisation issued by the ASA to a legal entity which authorises that entity to carry out the class of Asset Lifecycle work specified in the authorisation for a specific project, subject to any conditions of the authorisation, for the purposes of entering into a contract with a Rail Transport Agency.

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 TfNSW 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;

(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; and

(c) address the matters specified in Schedule 1.

Provisional Sum Work means the work detailed as such in Schedule 1.

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

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

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

Railway Track or ***Rail Track*** or ***Track*** or ***Line*** means the rails fastened on sleepers or transoms and founded on ballast, bridge decking or concrete slab, associated signalling and overhead wiring components (in electrified areas).

Rail Transport Agency means Transport for NSW (and each of its divisions), RailCorp, Sydney Trains and NSW Trains.

Remote Sites are lands other than the Construction Site on which Remote Works must be constructed.

Remote Works are those parts of the Works that must be constructed on Remote Sites, including:

(a) minor roadworks;

(b) public art;

(c) landscaping;

(d) any item of work required by any Authority Approval to be constructed outside the Construction Site;

(e) any item of work required by the Third Party Agreements to be constructed outside the Construction Site; and

(f) connections to, augmentation of, and construction of any Service on a Remote Site.

Replacement Third Party Agreement has the meaning given to that term in clause 2.12(b)(i)(B).

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Required Rating means a credit rating of at least A- by Standard and Poor's (Australia) Pty Limited or A3 by Moody's Investors Service, Inc.

Revised Allocation has the meaning given to that term in clause 2.12(b)(iii).

Second Statement of Outstanding Claims has the meaning given to that term in clause 11.12(b).

Security Interest has the meaning given to that term in clause 16.29(a).

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

Services Information means:

(a) the document register titled "RailCorp Plan Room Utility Drawings" and all of the documents contained therein;

(b) not used;

(c) the document register titled "Internal Services Search" and all of the documents contained therein;

(d) the document register titled "Services Drawings" and all of the documents contained therein,

which form part of the Information Documents and Materials, a copy of which are located in Exhibit G, Reports.

Services Survey means:

(a) the drawing titled "UNDERGROUND SERVICES", drawing number 116807507-00 dated 14 May 2014; and

(b) the drawing titled "UNDERGROUND SERVICES AND CONSTRUCTION AREAS", drawing number TAP-1820-AR-5011 dated 31 July 2014,

which form part of the Information Documents and Materials, a copy of which are located in Exhibit G, Reports.

Site means:

(a) the land and other places described as such in Schedule 22; and

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

and excludes the Contractor Procured Site, Remote Sites and Extra Land.

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

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(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 Construction 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 Construction Site, a Remote Site or Extra Land, ground surface conditions and geology, including rock and sub-surface conditions or other materials encountered at the Construction 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 Construction Site, a Remote Site or Extra Land.

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

Source Code means, in respect of a computer program, the human readable code of that computer program, and includes associated software including scripts and applets (collectively comprised in a complete copy of all of the foregoing in executable code) and all documentation necessary to operate, maintain and modify the executable code copy of that computer program including all technical documentation and specifications in respect of that computer program.

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.

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).

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

System Definition Review has the meaning given to that term in the TfNSW Standard Requirements.

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

TfNSW means Transport for NSW (ABN 18 804 239 602) a corporation established by section 3C of the *Transport Administration Act 1988* (NSW).

TfNSW Standard Requirements or TSR's means the documents which appear as Exhibit A to this Deed.

Temporary Lands means Zone 1A, Zone 2A, Zone 2B and Zone 3.

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, including that identified in Schedule 3.

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

Tender Form means the tender form submitted by the Contractor as part of its Tender.

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

Third Party means a party to a Third Party Agreement other than the Principal.

Third Party Agreements means:

(a) the agreements referred to in Schedule 1 in respect of which:

(i) where the agreement has been executed by all parties to the agreement, a copy of the agreement; or

(ii) where the agreement has not been executed, a draft of the agreement,

appears in Exhibit I; and

(b) each Replacement Third Party Agreement.

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

Valuable Find means any and all:

(a) valuable minerals, fossils, or coins;

(b) articles or objects of value or antiquity; and

(c) objects or things of scientific, geological, historical, heritage, aesthetic, social, spiritual, cultural, archaeological, anthropological, or other special interest,

found on or under the surface of the Construction Site.

Variation means:

(a) any change to the Works or the Temporary Works including:

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

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

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

(b) any changes to the boundaries of the Asset Lands or the Temporary Lands (or both),

but for the avoidance of doubt excludes:

(c) any changes to the Works or the requirements of the Works Brief that are required solely as a result of the exercise of an Option by the Principal's Representative under clause 6.3;

(d) any changes to the Works or the Temporary Works or the requirements of the Works Brief that are required to ensure the Contractor complies with its obligations under this Deed; and

(e) any Provisional Sum Work.

Variation Order means a written document titled "Variation Order" issued under clause 6.2.

WHS means work health and safety.

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

WHS Legislation means:

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

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(b) any legislation in other States and Territories of Australia addressing work health and safety which applies to the Works.

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 Contractor's Activities.

Workplace Relations 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 NSW Implementation Guidelines and the TfNSW Standard Requirements.

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) all Variations to the Works;

(c) all Remote Works; and

(d) Principal Supplied Items once made available to the Contractor by the Principal,

that the Contractor must design, construct, commission, integrate, bring to Operational Readiness and handover to the Principal (or its nominee) under this Deed.

Works Brief means the Principal's written requirements for the Works described in:

(a) Exhibit B, and

(b) where this Deed includes a Preliminary Design, the Preliminary Design.

Worksites means those parts of the Construction Site identified in clauses 22.2 and 22.3 of Schedule 22.

Zone 1A means that part of the Site so described in Schedule 22.

Zone 1B means that part of the Site so described in Schedule 22.

Zone 1C means that part of the Site so described in Schedule 22.

Zone 2A means that part of the Site so described in Schedule 22.

Zone 2B means the area so described in Schedule 22.

Zone 3 means that part of the Site so described in Schedule 22.

Zone 4 means the area so described in Schedule 22.

1.2 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, clause, Schedule or Exhibit is a reference to a party, clause, Schedule or Exhibit 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;

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(j) a reference to this Deed includes all Schedules, and (subject to clause 3.7(a)) 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 Deed:

(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 7.1(a)(i)(B), 9.1, 9.14(k), 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 (as defined in clause 9.14(a)) under clause 9.14;

(r) 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;

(s) 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;

(t) any reference:

(i) in the definition of Authority Approval and Completion in clause 1.1 to "intended use" or "intended purpose"; or

(ii) to "intended purpose", including in clauses 1.4(c), 2.1, 2.3, 3.2, 4.1, 5.1, 5.7, 7.1, 11.8 or 12.3,

will be read as referring to the intended use or intended purpose having regard to:

(iii) the Principal's present intention that the Works or part of the Works will be used as part of a fully integrated operating railway system forming part of the Sydney metropolitan rail network; and

(iv) any intended use or intended purpose stated in, contemplated by or ascertainable from the terms of this Deed and any other documents provided by the Principal to the Contractor under or pursuant to this Deed including the requirement that the Works, when completed, will be designed and constructed in compliance with all health and safety requirements of the WHS Legislation;

(u) any reference to "Principal's Design" will be taken as a reference to "Preliminary Design"; and

(v) any reference in this Deed to "the Contract" or "this Contract" will be taken to be a reference to this Deed.

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 this Deed (including in any Exhibit), the Principal's Representative must, subject to clause 1.4, direct the interpretation of this Deed 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 Deed.

(c) Any direction which the Principal's Representative gives in accordance with clause 1.3(a):

(i) will not relieve the Contractor from or alter its liabilities or obligations under this Deed or otherwise at Law;

(ii) will not entitle the Contractor to make (nor will it make the Principal liable upon) any Claim arising out of or in any way in connection with the direction;

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(iii) will not limit or otherwise affect the Principal's rights against the Contractor, whether under this Deed or otherwise according to Law; and

(iv) will, in respect of a notice given by the Contractor under clause 1.3(a), be given within 28 days of receipt of that notice.

1.4 Order of Precedence

(a) In the event of any inconsistency, ambiguity or discrepancy between the requirements of the Preliminary Design and the requirements of the remainder of this Deed then to the extent of any inconsistency, ambiguity or discrepancy, the higher, or more onerous, or more rigorous, requirement will apply.

(b) In the event of any other inconsistency, ambiguity or discrepancy between the various documents comprising this Deed then:

(i) where the inconsistency, ambiguity or discrepancy is between two or more documents that together comprise the Works Brief, then to the extent of any inconsistency, ambiguity or discrepancy, the higher, or more onerous, or more rigorous, requirement will apply; and

(ii) otherwise, to the extent of any inconsistency, ambiguity or discrepancy, the order of precedence in Schedule 1 applies.

(c) The Works Brief, the Preliminary Design and the Planning Approval are to be regarded as mutually explanatory and anything contained in one but not in the other will be equally binding as if contained in all, so as to ensure that the Works comply with this Deed and are fit for their intended purposes.

(d) In the event of any inconsistency, ambiguity or discrepancy between the requirements of the Mitigation Measures and the conditions of approval referred to in the Planning Approval, then to the extent of any inconsistency, ambiguity or discrepancy, the conditions of approval will apply.

1.5 Authorities

(a) This Deed will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of:

(i) the Principal or any other Rail Transport Agency to exercise any of their respective functions and powers pursuant to any legislation; or

(ii) the ASA to exercise any of its functions and powers pursuant to the ASA Charter including any functions or powers required to be exercised by the Principal or any Rail Transport Agency pursuant to any Configuration Management Framework.

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(b) Without limiting clause 1.5(a), anything the Principal, any other Rail Transport Agency or ASA do, or fail to do or purport to do, pursuant to their respective functions and powers either as an AEO or under any legislation or the ASA Charter, will be deemed not to be an act or omission by the Principal under this Deed.

(c) The Contractor:

(i) waives any Claims that it may have against the Principal as a result of the exercise by the Principal, any Rail Transport Agency or the ASA of their respective functions and powers either as an AEO or under any legislation, the ASA Charter or the Configuration Management Framework; and

(ii) acknowledges and agrees that:

(A) there are many Authorities with jurisdiction over aspects of the Contractor's Activities, parts of the Construction 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 1.5(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.

1.6 Associated Deeds

The Contractor must:

(a) on or before the date of this Deed, and as a condition precedent to any obligation of the Principal to pay the Contractor any amount under clause 11.5(a), provide to the Principal's Representative an executed deed poll in the form set out in Schedule 26 in favour of the persons named in Schedule 1; and

(b) on or before the date of this Deed, and as a condition precedent to any obligation of the Principal to pay the Contractor any amount under clause 11.5(a), provide to the Principal's Representative an executed deed

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poll in the form set out in Schedule 36 in favour of the persons named in Schedule 1.

1.7 Deed Commencement Date

(a) This Deed will not commence until the Commencement Date, except for the provisions contained in:

(i) clause 1 (Definitions and Interpretation);

(ii) clause 2.2 (Subcontracts);

(iii) clause 2.8 (Unconditional Undertakings and Parent Company Guarantee);

(iv) clause 3.7 (Information Documents and Materials);

(v) clause 9.16 (Exchange of information between Government Agencies);

(vi) clause 13 (Care of the Work, Risks and Insurance);

(vii) clause 14 (Default or Insolvency);

(viii) clause 15 (Disputes);

(ix) clause 16 (General); and

(x) clause 17 (Notification of Claims),

which will all commence on the date of this Deed.

(b) The Commencement Date does not affect the date of this Deed.

(c) For the purposes of calculating time, the days between the date of this Deed and the Commencement Date shall not be counted.

2. Contractor's Obligations

2.1 General

The Contractor:

(a) must execute the Contractor's Activities, including design, construct, commission and handover the Works and each Portion, in accordance with this Deed;

(b) warrants that the Works and each Portion will upon Completion be, and be capable of remaining at all relevant times, fit for their intended purposes;

(c) warrants that the Temporary Works will at all relevant times be fit for their intended purposes;

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(d) unless the context otherwise requires:

(i) must comply with and otherwise perform all obligations in, and do all things required by, the Works Brief; and

(ii) agrees that where specific manufacturer's product is specified in the Works Brief (or elsewhere), the:

(A) Contractor:

(1) 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 specification of that manufacturer's product; and

(2) remains liable for complying with all its obligations under this Deed, including the obligations referred to at clauses 2.1(a), 2.1(b), 2.1(c) and 2.1(e); and

(B) Principal makes no representation as to:

(1) the quality of the specified product;

(2) the availability of the specified product; or

(3) the creditworthiness of the manufacturer of the specified product; and

(e) subject to the express provisions of this Deed, accepts responsibility for and the risk of all costs, damages, expenses, losses, liabilities, delays or disruption that it incurs or suffers arising out of or in any way in connection with, the performance of the Contractor's Activities and its obligations under this Deed.

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 Deed.

(b) The Contractor:

(i) must:

(A) not enter into any Subcontract with a Prohibited Subcontractor; and

(B) enter into a Subcontract with each of those Nominated Subcontractors specified in Schedule 1 in respect of the relevant Nominated Subcontract Work;

(ii) agrees that, in respect of Nominated Subcontractors, the:

(A) Contractor:

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(1) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with any act or omission of a Nominated Subcontractor; and

(2) remains liable for complying with all its obligations under this Deed, including the obligations referred to at clauses 2.1(a), 2.1(b), 2.1(c) and 2.1(e); and

(B) Principal makes no representation as to any Nominated Subcontractor's:

(1) quality of work;

(2) timeliness of work;

(3) availability to perform the relevant Nominated Subcontract Work; or

(4) creditworthiness;

(iii) may only enter into a Subcontract with:

(A) a Designer; or

(B) any other Subcontractor where the Subcontract has an initial subcontract price equal to or over the amount specified in Schedule 1,

with the prior written approval of the Principal's Representative (which may be conditional but which will not be unreasonably withheld);

(iv) agrees that any request by the Contractor for approval to subcontract under clauses 2.2(b)(iii)(A) or 2.2(b)(iii)(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), environmental compliance (including any environmental management system) and other performance management systems and proposed safe working procedures;

(v) acknowledges that, 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;

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(vi) must 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;

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

(viii) if requested by the Principal's Representative or required by the WHS Legislation, must produce evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety (as the case may be) to the satisfaction of the Principal's Representative before the Contractor or Subcontractor (as the case may be) commences such work.

(c) The Contractor must ensure that each Subcontractor (including each Designer) 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 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 period referred to in Schedule 1 from completion of the relevant Subcontract works or professional services; and

(ii) is obliged under the relevant Subcontract to comply with clause 13.5(e)(i) and (ii) of this Deed 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) Whenever requested by the Principal's Representative, the Contractor must give the Principal's Representative details of each of its Subcontracts, including the name and address of the Subcontractor (and its Subcontractors), and the works, goods or services being provided under the Subcontract.

(f) The Contractor must:

(i) without limiting clause 16.25(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 12 and a clause to the same effect as this clause 2.2(f)(i) that is binding on the Subcontractor and provide evidence of this to the Principal's Representative when requested by the Principal's Representative;

(ii) where a Subcontractor is to carry out design work or other professional services, unless not required by the Principal's Representative, procure that Subcontractor to execute a deed in the

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form of Schedule 13 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 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 23 and provides this to the Principal's Representative within 7 days of being engaged by the Contractor.

(g) The Contractor must, as a condition precedent to Completion of the Works or each Portion, procure and provide the Principal's Representative with those warranties described in Schedule 1 or elsewhere in this Deed from the relevant Subcontractors undertaking or supplying the work or items the subject of the warranty.

These warranties:

(i) must be in the form set out in Schedule 19 and must be in favour of the Principal and any other entity nominated by the Principal's Representative from time to time, including any Rail Transport Agency; and

(ii) will not derogate from any rights that the Principal may have against the Contractor in respect of the subject matter of these warranties.

(h) If directed by the Principal, the Contractor must, without being entitled to compensation, within 5 Business Days of the date of receipt by the Contractor of the direction, execute and deliver to the Principal a deed of novation in the form required by the Principal, such deed being between the Principal, the Contractor and the Subcontractor stated in Schedule 1.

Any direction given by the Principal and any novation occurring pursuant to this clause 2.2(h) will not:

(i) relieve the Contractor from its liabilities or obligations (including those arising out of any warranties given under this Deed);

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(ii) limit or otherwise affect the Principal's rights against the Contractor (including those arising out of any warranties given under this Deed); or

(iii) entitle the Contractor to make any Claim,

whether under this Deed or otherwise according to any Law.

2.3 Compliance with Law

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

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

(ii) comply with all applicable Law;

(iii) give all notices and pay all fees and other amounts which it is required to pay in respect of the performance of its obligations under this Deed 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;

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

(v) at all times conform and comply with, and ensure that the Works conform and comply with (subject to clause 2.3(b)), all Codes and Standards; and

(vi) 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(b)(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

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(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.

(c) The Contractor must:

(i) obtain all Authority Approvals required for the:

(A) carrying out of the Contractor's Activities; and

(B) occupation and use of the completed Works or a completed Portion,

except for those Authority Approvals specified in Schedule 15.

(ii) prepare and submit:

(A) to each relevant Authority all applications and associated documents for the purpose of obtaining all Authority Approvals as required by clause 2.3(c)(i); and

(B) to the Principal copies of:

(1) all applications and associated documents submitted by the Contractor to any Authority;

(2) all documents provided to the Contractor by any Authority, including any Authority Approval;

(3) (on a monthly basis) evidence of compliance with the terms of the EPL (if an EPL is required);

(4) any other document the Principal's Representative reasonably directs the Contractor to provide;

(5) all documents submitted to an Authority in respect of the release of a Hold Point under an Authority Approval or any Codes and Standards, which documents must be submitted within a reasonable period of time before the release of the Hold Point; and

(6) all documents submitted to an Authority in respect of a Witness Point under an Authority Approval or any Codes and Standards, which documents must be submitted within a reasonable period of time before the

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review, witness, Inspection, or the undertaking of any tests, methods or processes related to or in any way in connection with the Witness Point;

(iii) 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, to comply with, satisfy, carry out and fulfil, other than any conditions and requirements of an Authority Approval expressly specified as being the responsibility of the Principal in Schedule 11;

(iv) in respect of any:

(A) Authority Approvals which are to be obtained by the Principal after the date of this Deed; or

(B) conditions and requirements of Authority Approvals which pursuant to Schedule 11 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;

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

(vi) as a condition precedent to Completion of the Works or a Portion (but subject to clause 2.3(d)), ensure that it has:

(A) obtained all Authority Approvals it is required to obtain under this Deed;

(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 Deed (including obtaining the approval of any person for anything); and

(C) 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 and any Rail Transport Agency to occupy and use the Works or Portion for its intended purpose.

(d) If:

(i) an Authority Approval must be obtained or satisfied by the Contractor as a condition precedent to Completion of the Works or a Portion;

(ii) the obtaining or satisfying of the relevant Authority Approval cannot occur until certain Contemporaneous Work or Interface Work is performed; and

(iii) the Contractor has otherwise complied with its obligations in respect of Completion of the Works or the Portion,

then in response to any request from the Contractor:

(iv) the Principal's Representative may:

(A) defer the time for obtaining or satisfying the relevant Authority Approval and omit it as a requirement of Completion of the Works or a Portion; and

(B) impose whatever conditions it considers reasonable in the circumstances (including any additional reasonable conditions precedent to Completion of the Works or a Portion); and

(v) the Contractor:

(A) will be relieved of its obligation to obtain or satisfy the relevant Authority Approval as a condition precedent to Completion of the Works or the Portion in respect of which the Principal's Representative deferred the time for obtaining or satisfying the relevant Authority Approval and omitted it as a requirement of Completion of the Works or the Portion under clause 2.3(d)(iv)(A), however the obligation to obtain or satisfy the relevant Authority Approval will not be omitted from the Contractor's Activities; and

(B) must (at its own cost):

(1) obtain or satisfy the relevant Authority Approval;

(2) comply with any conditions imposed by the Principal's Representative under clause 2.3(d)(iv)(B); and

(3) otherwise comply with its obligations under clause 2.3(c)(vi),

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when notified by the Principal's Representative that the Interface Work or Contemporaneous Work has been completed.

(e) The Contractor:

(i) acknowledges that:

(A) only the Principal can apply for modification to the Planning Approval;

(B) the Principal may, in its absolute discretion refuse to seek such modification or discontinue or withdraw or change an application for such modification at any time; and

(C) the Principal need not apply for any modification to the Planning Approval on behalf of the Contractor unless the Contractor first submits its proposal for modification to the Principal's Representative for its review under clause 9.14;

(ii) must not seek to or apply for any modification to the Planning Approval other than via the Principal; and

(iii) must pay the Principal all fees, costs and expenses arising out of, or in any way in connection with, such modification.

(f) In respect of any submissions, surveys, investigations, reports, studies or other documents:

(i) required to be submitted by a term of the Planning Approval; or

(ii) proposed to be submitted by the Contractor in support of any application to amend the Planning Approval,

the Contractor:

(iii) must prepare, carry out and provide to the Principal for its review under clause 9.14, any submissions, surveys, investigations, reports, studies or other documents:

(A) requested by the Principal's Representative;

(B) to the standard directed by the Principal's Representative; and

(C) within the time directed by the Principal's Representative;

(iv) must provide whatever other assistance and information the Principal's Representative reasonably requests; and

(v) agrees that any act or omission (including delay or refusal) by the Principal or the relevant Authority in respect of an application to

amend the Planning Approval does not constitute an Act of Prevention.

(g) Where there is a Change in Law:

(i) if either party wishes this clause 2.3(g)(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(g)(i) applies and containing:

(A) details of the Change in Law; and

(B) that party's estimate of any increase or decrease (as the case may be) in the Contractor's cost of carrying out the Contractor's Activities arising out of or in any way in connection with complying with the Change in Law including sufficient information to support the estimates;

(ii) if the Contractor or the Principal's Representative gives notice under clause 2.3(g)(i):

(A) representatives of the Principal and the Contractor must meet within 28 days of a notice being given under clause 2.3(g)(i) and must negotiate and endeavour to agree to a reasonable increase or decrease (as the case may be) in the Contractor's cost of carrying out the Contractor's Activities arising from complying with the Change in Law;

(B) if the Principal and the Contractor reach agreement as to the reasonable increase or decrease (as the case may be) in the Contractor's cost of carrying out the Contractor's Activities arising from complying with the Change in Law within 28 days (or such other period that the Principal and the Contractor agree upon) of a notice being given under clause 2.3(g)(i), the Principal's Representative will issue a notice setting out how the Contract Sum will be increased or decreased; and

(C) if the Principal and the Contractor do not reach agreement as to the reasonable increase or decrease (as the case may be) in the Contractor's cost of carrying out the Contractor's Activities arising from complying with the Change in Law within 28 days (or such other period that the Principal and the Contractor agree upon) of a notice being given under clause 2.3(g)(i), the Principal's Representative will determine:

(1) for a decrease in the Contractor's costs of carrying out the Contractor's Activities in compliance with the

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Change in Law, a reasonable amount as the amount of the decrease; or

(2) for an increase in 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.

(h) 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.

(i) If the Contractor gives a notice under clause 2.3(h) and the Principal's Representative considers that the Change in Authority Approval:

(i) does necessitate a Variation;

(ii) would not have been reasonably foreseen or anticipated as at the date of this Deed by a party experienced and competent in the delivery of works and services similar to the Works or the Contractor's Activities (as applicable) in substantially the same form as the Change in Authority Approval; and

(iii) does not arise out of or in any way in connection with an act or omission by the Contractor,

the Principal's Representative will direct a Variation under clause 6.2(a) after which relevant adjustments will be made under clause 6.4.

(j) Other than as set out in clause 2.3(i), 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 Deed;

(iii) a proposed amendment to the Planning Approval sought by the Contractor;

(iv) a change in an Authority Approval after the date of this Deed; or

(v) 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.

(k) Without limiting the Contractor's obligations under any other clause of this Deed, 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.

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2.4 Legal Challenge to Approval

(a) If there is a legal challenge, proceedings or action in relation to the assessment or determination of an application for an Authority Approval or a modification of an Authority Approval, performance of the Contractor's Activities or the Works, or compliance with any Authority Approval under:

(i) the *Environmental Planning and Assessment Act 1979* (NSW);

(ii) the *Protection of the Environment Operations Act 1997* (NSW);

(iii) the *Environment Protection and Biodiversity Conservation Act 1999* (Cth); or

(iv) any other Law,

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

(v) ordered or directed by an Authority;

(vi) ordered by a court or tribunal; or

(vii) directed by the Principal or the Principal's Representative.

(b) Subject to clause 2.4(c), the Principal must pay the Contractor the costs reasonably incurred by the Contractor as a direct result of:

(i) an Authority order referred to in clause 2.4(a)(v);

(ii) a court order referred to in clause 2.4(a)(vi); or

(iii) a direction by the Principal referred to in clause 2.4(a)(vii),

to the extent that such Authority order, court order, or direction prevents the Contractor from achieving Completion of the Works or a Portion by the relevant Date for Completion.

(c) Clause 2.4(b) does not apply to the extent that a legal challenge, proceedings or action of the kind referred to in clause 2.4(a) is brought or upheld due to the Contractor's non-compliance with its obligations under this Deed or any Authority Approval.

2.5 Services

(a) The Contractor must:

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

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

(iii) 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 Deed, including any such devices reasonably required by the Principal's Representative;

(iv) despite any other provision in this Deed to the contrary, ensure that no Services are:

(A) damaged or destroyed; or

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

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

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

(vi) 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.

(b) 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.

2.6 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 2.6(a) will not lessen or otherwise affect:

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

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

2.7 Principal Contractor

(a) In this clause 2.7 the terms 'construction project', 'construction work', 'principal contractor' and 'workplace' have the same meanings assigned to those terms under the WHS Legislation and the word "Control" has the same meaning as in Schedule 22.

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

(b) During any period:

(i) for which the Contractor is specified in Schedule 22 as being; or

(ii) that the Principal's Representative directs the Contractor to be,

in Control of any part of the Construction Site and to the extent that the Contractor's Activities or any Other Contractor Work includes construction work:

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

(iv) 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

(v) 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 any way 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 2.7.

(d) Where the:

(i) Contractor is not specified in Schedule 22 as being; or

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(ii) the Principal's Representative has not directed that the Contractor is to be,

in Control of a part of the Construction Site, the Contractor:

(iii) acknowledges that the person who is specified in Schedule 22 as being in Control of that part of the Construction Site is the principal contractor in respect of all construction work carried out by or on behalf of the Principal on that part of the Construction Site during the period during which that person is in Control of that part of the Construction Site;

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

(v) without limiting clause 2.15, expressly acknowledges and agrees that a reference in clause 2.15 to an act or omission by a person includes an act or omission by a person in the exercise of its authority as principal contractor as referred to in sub-paragraph (iii).

(e) The Contractor must comply with any direction by the Principal for the purposes of compliance with a condition or restriction of the Principal's accreditation under the *Rail Safety National Law (NSW)*, except to the extent that compliance with the direction of the Principal is inconsistent with the Contractor's obligations under clause 2.7(b)(iii)-(v).

(f) Without limiting anything else in this clause 2.7, 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.

2.8 Unconditional Undertakings and Parent Company Guarantee

(a) Without limiting clause 2.8(d), or clause 2.8(e), the unconditional undertakings to be provided under this clause 2.8 are for the purpose of ensuring the due and proper performance by the Contractor of its obligations under this Deed.

(b) The Contractor must give the Principal on or before the date of this Deed, two unconditional undertakings:

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

(ii) each in the form of Schedule 16;

(iii) each in favour of the Principal;

(iv) each issued by an Institution approved by the Principal that maintains the Required Rating; and

(v) where required by Law, duly stamped.

(c) If the issuer of the unconditional undertakings ceases to have the Required Rating, then the Contractor must:

(i) promptly notify the Principal of the circumstances; and

(ii) within 20 Business Days of being requested to do so, procure the issue to the Principal of replacement unconditional undertakings that satisfy the requirements of clause 2.8(b).

(d) Subject to its rights to have recourse to the unconditional undertakings, and subject to clauses 2.8(h), 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 2.8(b) as may be then held by the Principal, so that it then holds 2.5% of the Original Contract Price;

(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 2.8(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 2.8(b) as may be then held by the Principal.

(e) The Principal:

(i) may have recourse to either or both of the unconditional undertakings provided under this clause 2.8 or clause 11.8(b) 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 2.8(e)(ii)(B) on trust for the Contractor.

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

(i) any issuer of any unconditional undertaking provided under this clause 2.8 or clause 11.8(b) 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 2.8 or clause 11.8(b) or receiving payment under any such unconditional undertaking; or

(iii) the Principal using the money received under any unconditional undertaking provided under this clause 2.8 or clause 11.8(b).

(g) The Contractor must on or before the date of this Deed 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.

(h) Despite any other provision of this Deed to the contrary, where this Deed may otherwise require the Principal to release an unconditional undertaking, or this Deed is terminated by the Principal either pursuant to clauses 14 or 2.16(d) or by reason of the Contractor repudiating this Deed, (or otherwise at law), the Principal may continue to hold the unconditional undertaking after the date for its release or the termination of this Deed 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 Deed or the Contractor's Activities whether for damages (including liquidated damages) or otherwise.

2.9 Collusive Arrangements

(a) The Contractor:

(i) warrants that, prior to the date of this Deed, the Contractor had no knowledge of the whole or any part of the Tender price of any other Tenderer and had not directly or indirectly communicated the Contractor's Tender price, or any part of such Tender price, to any other Tenderer;

(ii) warrants that, except as disclosed in the Tender and as agreed with the Principal in writing, the Contractor:

(A) has not entered into any contract or arrangement or arrived at any understanding with any other Tenderer or with any trade or industry association to the effect that:

(1) the Contractor will pay money to or confer any benefit upon any other Tenderer; or

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(2) the Contractor will pay money to or confer any benefit upon any trade or industry association (above the published standard membership fee),

as a result of entering into this Deed or providing a Tender for the Contractor's Activities;

(B) has not made any allowance in the Original Contract Price on account of a contract, arrangement or understanding of a kind referred to in clause 2.9(a)(ii)(A); and

(C) has not and will not pay any money or confer any benefit on any other Tenderer or any trade or industry association of the kind referred to in clause 2.9(a)(ii)(A); and

(iii) acknowledges that it is aware that the Principal entered this Deed in reliance upon the warranties in clauses 2.9(a)(i) and 2.9(a)(ii).

(b) The Principal and the Contractor agree that if any matter warranted in clauses 2.9(a)(i) or 2.9(a)(ii) is found not to be true or correct, in addition to any other rights that the Principal may have, the Contractor:

(i) will be in fundamental breach of this Deed (such breach going to the root of this Deed); and

(ii) without limiting the Principal's rights under clause 14.3, must pay to the Principal as liquidated damages the sum equivalent to that allowed or paid or to be paid pursuant to any contract, arrangement or understanding referred to in clause 2.9(a)(ii)(A) or 2.9(a)(ii)(C).

2.10 Long Service Leave Levy

Before commencing any construction work under this Deed, 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 2.10(a).

2.11 Contemporaneous Work

The Contractor must:

(a) inspect all Contemporaneous Work within the periods set out in Schedule 1 after the Principal's Representative gives written notice to the Contractor to do so;

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(b) if it discovers any defects, omissions or other matters in or connected with any Contemporaneous Work that in its opinion will render or are likely to render the Contemporaneous Work unsuitable, unsatisfactory or detrimental in any way to the proper execution of the Works or carrying out of the Contractor's Activities, within 14 days of the Inspection notify the Principal's Representative in writing providing:

(i) full particulars of the defects, omissions or other matters identified; and

(ii) the reasons for the opinion formed by it in respect to the defects, omissions or matters identified;

(c) not commence or continue with the execution of any part of the Contractor's Activities dependent upon or appreciably affected by the Contemporaneous Work that is the subject of the notice referred to in clause 2.11(b), until the Principal's Representative issues a Variation Order under clause 2.11(e) or issues a direction under clause 2.11(f); and

(d) commence or continue with all other parts of the Contractor's Activities and mitigate any additional costs and delays resulting from the matters notified.

On receipt of the Contractor's notice under clause 2.11(b), the Principal's Representative will investigate the Contemporaneous Work that is the subject of the Contractor's notice, and within 14 days of the receipt of the notice:

(e) if the Principal's Representative agrees that the defect, omission or other matter in relation to the Contemporaneous Work necessitates a Variation in order for the proper execution of the Works and carrying out of the Contractor's Activities, issue a Variation Order to the Contractor pursuant to clause 6.2 directing it to carry out a Variation; or

(f) if the Principal's Representative disagrees with the Contractor, issue a direction to the Contractor to commence or continue with the Contractor's Activities, whereupon the Contractor must nevertheless take such steps as may be necessary to ensure that the part of the Works or Contractor's Activities dependent upon or appreciably affected by the Contemporaneous Work complies with the requirements of this Deed.

If the Contractor fails to:

(g) inspect any Contemporaneous Work as required by this clause 2.11; or

(h) notify the Principal's Representative of any defects, omissions or other matters that should have been detected at the time of such Inspection by a competent and experienced contractor and that may render the Contemporaneous Work unsuitable, unsatisfactory or detrimental in any way

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for the proper execution of the Works or for carrying out the Contractor's Activities,

and the Contemporaneous Work subsequently proves to be unsuitable, unsatisfactory or detrimental for the proper execution of the Works or the carrying out of the Contractor's Activities, then:

(i) any work that is required to be executed in order to render the Contemporaneous Work suitable, satisfactory and non-detrimental for the proper execution of the Works or the carrying out of the Contractor's Activities must be performed by the Contractor at its own cost and expense; and

(j) the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with any work carried out or to be carried out by the Contractor under clause 2.11(i).

2.12 Third Party Agreements

(a) The Contractor:

(i) acknowledges that the Principal has entered or will enter into the Third Party Agreements;

(ii) must:

(A) unless otherwise expressly specified in Schedule 11, comply with, satisfy, carry out and fulfil the conditions and requirements of all Third Party Agreements, including those conditions and requirements that the Principal is required, under the terms of the Third Party Agreements, to comply with, satisfy, carry out and fulfil; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the Contractor in Schedule 11 that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.12(a)(ii)(A);

(iii) must assist the Principal in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in Schedule 11;

(iv) must comply with any reasonable directions of the Principal's Representative (who will have regard to any reasonable submissions made by the Contractor to the Principal's Representative) in relation to compliance with the relevant conditions and requirements of each Third Party Agreement;

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(v) must, where a Third Party Agreement provides for the Principal to provide a document, notice or information to the Third Party, provide such document, notice or information to the Principal (and not to the Third Party) within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Third Party within the time period required by a Third Party Agreement;

(vi) must, in carrying out the Contractor's Activities:

(A) ensure that no act or omission of the Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to the Third Party under the Third Party Agreement; and

(B) otherwise act consistently with the terms of the Third Party Agreement;

(vii) agrees that whenever, pursuant to the terms of a Third Party Agreement, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the Third Party under any clause of the Third Party Agreement then, subject to what is provided in Schedule 11 and the other terms of this Deed, the Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity or covenant made or given by the Principal under a Third Party Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Deed; and

(viii) acknowledges that to the extent that a Third Party Agreement contains a provision pursuant to which the Third Party is stated to make no representation as to a state of affairs, the Contractor agrees that the Principal similarly makes no representation to the Contractor in respect of that state of affairs in the same way as if the relevant terms of the Third Party Agreement were set out fully in this Deed.

(b) The parties acknowledge that:

(i) as at the date of this Deed:

(A) the terms and conditions of the Third Party Agreements identified in Schedule 1 as "Draft" have not been finalised between the Principal and the relevant Third Party (each a Draft Third Party Agreement); and

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(B) certain Third Party Agreements may need to be replaced with new agreements on different terms (each a ***Replacement Third Party Agreement***);

(ii) the Contractor has reviewed the Third Party Agreements executed at the date of this Deed and the Draft Third Party Agreements and has included in the Original Contract Price all of its costs (including the cost of all physical works and allowance for any delay or disruption) in complying with its obligations under clause 2.12(a) and the Principal's obligations under the Third Party Agreements executed at the date of this Deed and the Draft Third Party Agreements other than those identified in Schedule 11 for the Principal to perform;

(iii) following:

(A) finalisation of any Draft Third Party Agreement; or

(B) the execution of any Replacement Third Party Agreement,

after the date of this Deed, the Principal must promptly give the Contractor a copy of the:

(C) executed version of the Draft Third Party Agreement or the Replacement Third Party Agreement (as applicable), together with (in the case of a Replacement Third Party Agreement) details of the Third Party Agreement that is replaced; and

(D) amendments (if any) to Schedule 11 arising out of the execution of the Draft Third Party Agreement or the Replacement Third Party Agreement (as applicable) (***Revised Allocation***);

(iv) within 28 days of receipt of an executed copy of a Draft Third Party Agreement or a Replacement Third Party Agreement (as applicable), and the associated Revised Allocation, the Contractor must inform the Principal's Representative in writing if any terms and conditions of:

(A) the executed version of the Draft Third Party Agreement or the Replacement Third Party Agreement (as applicable); or

(B) the associated Revised Allocation,

are substantially more onerous than those contained in:

(C) the relevant Draft Third Party Agreement and

(D) Schedule 11;

(***Difference in Conditions***) and

(E) where the Difference in Conditions or Revised Allocation will result in additional administration, details of such additional administration costs to be incurred by the Contractor;

(F) where the Difference in Conditions or Revised Allocation will result in additional physical works:

(1) not forming part of the Contractor's Activities; and

(2) which is otherwise in addition to any physical works contemplated by the Third Party Agreements executed at the date of this Deed and the Draft Third Party Agreements,

details of such additional physical works and the cost of carrying out such additional physical works; and

(G) where the Difference in Conditions or Revised Allocation alters the Contractor's risk profile under this Deed and creates a contingent liability which the Contractor did not previously bear and which may convert to an actual liability on the happening of another event (***Trigger Event***), details of the altered risk profile, contingent liability and Trigger Event and a notice of intention to claim;

(v) if the Principal does not receive a notice from the Contractor under clause 2.12(b)(iv) within the 28 day period:

(A) Schedule 11 is amended in accordance with the Revised Allocation as and from the date of receipt by the Contractor of the:

(1) executed copy of the Draft Third Party Agreement or the Replacement Third Party Agreement (as applicable); and

(2) Revised Allocation,

under clause 2.12(b)(iii); and

(B) the Contractor must carry out its obligations under this Deed on the basis of:

(1) the executed version of the Draft Third Party Agreement or Replacement Third Party Agreement (rather than the Third Party Agreement that is replaced) (as applicable); and

(2) the Revised Allocation,

(3) without any adjustment to the Contract Sum or any entitlement to make any other Claim;

(vi) if the Principal's Representative receives a notice from the Contractor under clause 2.12(b)(iv) within the 28 day period, then:

(A) Schedule 11 is amended in accordance with the Revised Allocation as and from the date of receipt by the Contractor of the:

(1) executed copy of the Draft Third Party Agreement or the Replacement Third Party Agreement (as applicable); and

(2) Revised Allocation,

under clause 2.12(b)(iii);

(B) the Contractor must carry out its obligations under this Deed on the basis of:

(1) the executed version of the Draft Third Party Agreement or Replacement Third Party Agreement (rather than the Third Party Agreement that is replaced) (as applicable); and

(2) the Revised Allocation;

(C) the Principal's Representative must:

(1) where the Contractor has provided the details referred to in clause 2.12(b)(iv)(E), give the Contractor a notice setting out the Principal's Representative's determination of the reasonable, additional administration costs incurred or to be incurred by the Contractor in complying with the executed version of the Draft Third Party Agreement, the Replacement Third Party Agreement or Revised Allocation and the Contract Sum will be increased by that amount; and

(2) where the Contractor has provided the details referred to in clause 2.12(b)(iv)(F), if the terms of any executed version of a Draft Third Party Agreement, the relevant Replacement Third Party Agreement or Revised Allocation require the Contractor to carry out any physical work which:

1. does not form part of the Contractor's Activities; and

2. is additional to any physical works contemplated by the Third Party Agreements executed at the date of this Deed and the Draft Third Party Agreements,

direct the Contractor to carry out such physical work as a Variation under clause 6.2; and

(D) where the Contractor has provided the details referred to in clause 2.12(b)(iv)(G), the Principal's Representative's obligation to make a determination in relation to the altered risk profile or contingent liability referred to in clause 2.12(b)(iv)(G) is deferred until the Trigger Event occurs;

(vii) if:

(A) the Contractor issues a notice under clause 2.12(b)(iv) and provides the details referred to in clause 2.12(b)(iv)(G); and

(B) during the implementation of:

(1) the executed Draft Third Party Agreement or the Replacement Third Party Agreement (as applicable);and

(2) the Revised Allocation a Trigger Event occurs,

the Contractor may issue a notice to the Principal's Representative providing details of the reasonable costs incurred in satisfying the actual liability which has arisen;

(viii) if the Principal's Representative receives a notice under clause 2.12(b)(vii), the Principal's Representative must give the Contractor a notice setting out the Principal's Representative's determination of the reasonable, additional costs incurred by the Contractor in satisfying the actual liability which has arisen and the Contract Sum will be increased by that amount; and

(ix) notwithstanding the provisions of this clause 2.12(b), the amount of any additional costs incurred by the Contractor as a result of the circumstances referred to in clause 2.12(b) will not be added to the Contract Sum unless the Contractor has taken all proper and reasonable measures to:

(A) avoid the Trigger Event; and

(B) avoid or minimise the extra costs resulting from such circumstances.

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(c) The Contractor:

(i) must indemnify the Principal from and against:

(A) any claim by a Third Party against the Principal; or

(B) any liability of the Principal, to a Third Party,

arising out of or in any way in connection with a Third Party Agreement (including a Draft Third Party Agreement or a Replacement Third Party Agreement executed after the date of this Deed) to the extent that the claim or liability arises out of or in any way in connection with the Contractor's Activities, provided that the Contractor's responsibility to indemnify the Principal will be reduced to the extent that an act or omission of the Principal, an Other Contractor or an agent of the Principal contributed to the claim or liability; and

(ii) agrees that it:

(A) bears the full risk of:

(1) complying with the obligations under this clause 2.12; and

(2) any acts or omissions of Third Parties; and

(B) 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 risks referred to in clause 2.12(c)(ii)(A).

2.13 Co-operation with Interface Contractors

The Contractor:

(a) acknowledges that:

(i) the Interface Work forms part of the Museum Station Easy Access Upgrade Project;

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

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

(iv) the timing of the Interface Contractors' activities will be as discovered by the Contractor;

(v) it will require certain design and work methodology input from Interface Contractors to coordinate the design of the Works and Temporary Works with the Interface Work;

(vi) Interface Contractors will require the Contractor to provide design and work methodology information to them to coordinate the design of the Interface Work with the Works and Temporary Works, and this must be provided in a timely manner by the Contractor; and

(vii) any delay in the performance of the Contractor's Activities or in the Contractor providing information to, or co-operating and co-ordinating with any Interface Contractor, may adversely impact upon, delay or disrupt any one or more Interface Contractors or the Museum Station Easy Access Upgrade Project in a way which may lead to the Principal suffering or incurring additional costs, losses and damages;

(b) must at all times:

(i) permit Interface Contractors to execute the Interface Work on the applicable parts of the Construction Site, Remote Sites or Extra Land or on any adjacent property to the Construction Site, Remote Sites or Extra Land:

(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 Construction Site, Remote Sites or Extra Land, or property adjacent to the Construction Site, Remote Sites or Extra Land, required by them for the purpose of carrying out their work;

(ii) protect the Works, Temporary Works and other improvements on the Construction Site, Remote Sites or Extra Land from accidental damage by Interface Contractors and provide means of receiving, storing and protecting goods and equipment supplied by Interface Contractors;

(iii) fully co-operate with Interface Contractors, and do everything necessary to:

(A) facilitate the execution of work by Interface Contractors, including providing Interface Contractors with such assistance as may be directed by the Principal's Representative; and

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(B) ensure the effective coordination of the design and construction of the Works and Temporary Works with the design and construction of the Interface Work (including the Design Documentation);

(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 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;

(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 (in accordance with clause 2.13(b)(vii)) work 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;

(vii) provide for the purposes of clause 2.13(b)(vi) (unless otherwise directed by the Principal's Representative), the number and form of copies of the work method statements specified in Schedule 1;

(viii) work directly with Interface Contractors to complete the design of the Works and Temporary Works and provide all necessary information to the Interface Contractor in respect of the Works and Temporary Works to permit the Interface Contractor to complete the design of the Interface Work so that they are acceptable to the Principal and otherwise comply with this Deed, including the Works Brief and the Preliminary Design;

(ix) work in accordance with:

(A) the Contract Management Plan that has been submitted for review under clause 9.14, and, in respect of which:

(1) the Contractor has received the notice referred to in clause 9.14(d)(iii)(C); or

(2) the relevant period of time in clause 9.14(d)(iii) has expired and the Principal's Representative has not rejected the Contractor Management Plan or made any comments on it (except, in the case of comments, where the Contractor has responded to the comments within the required time period and in a manner satisfactory to the Principal's Representative as referred to in clause 9.14(e)); and

(B) the TfNSW Standard Requirements;

(x) attend interface coordination meetings chaired by the Principal's Representative with Interface Contractors and others each 14 days, or at other times to be advised by the Principal's Representative, to review current and future issues, including the exchange of information, status, problems, solutions, and newly identified interfaces;

(xi) when information is required from an Interface Contractor, give at least 10 days (except in special circumstances), and at all times reasonable, written notice to that Interface Contractor requesting such information and specifying the date by which such information is required, with a copy to the Principal's Representative;

(xii) ensure that any written notice given under sub-paragraph (xi) provides the Interface Contractor with the longest possible time for the provision of the information;

(xiii) when any information is requested by Interface Contractors, including confirming the compatibility or suitability of the design of, work

methods to be used in, or any other aspect of, the Interface Work with the Works or the Contractor's Activities:

(A) provide the information to the Interface Contractor, with a copy to the Principal's Representative, within the time requested by the Interface Contractor provided that this time is reasonable;

(B) ensure that such information is provided to Interface Contractors by the requested dates; and

(C) ensure and warrant that the information provided is accurate; and

(xiv) use its best endeavours to resolve any problems, and work closely and iteratively, with Interface Contractors, including providing design options, iterations, and work methodologies, to achieve the best solution to such problems, related to:

(A) the provision of information;

(B) the obtaining of information;

(C) the adequacy of information provided to, or received from, Interface Contractors;

(D) the compatibility of the Works and Temporary Works with the Interface Work;

(E) coordination in accordance with this clause 2.13; and

(F) technical issues with the information provided to, or received from, Interface Contractors;

(c) must, in the event that despite using its best endeavours, and working closely and iteratively with the Interface Contractors, the Contractor and any Interface Contractor fail to resolve a problem between them:

(i) give written notice to the Principal's Representative with a copy to the Interface Contractor describing the problem; and

(ii) attend any coordination meetings as requested, and to be chaired, by the Principal's Representative, and in good faith work with those present to attempt to resolve the problem;

(d) must promptly advise the Principal's Representative of all matters arising out of the liaison with Interface Contractors that may involve a change to design or construction work under this Deed or otherwise have an adverse effect upon the Contractor's Activities; and

(e) acknowledges that conditions similar to those in this clause 2.13 applying to the Contractor will apply to all Interface Contractors engaged by the Principal, whether working on the Construction Site or on any other site.

2.14 Interface Disputes

(a) Where the Contractor has complied with all its obligations in clause 2.13, the Contractor must promptly give the Principal's Representative written notice of any interface issue or dispute with any Interface Contractor.

(b) Upon receipt of the Contractor's notice under clause 2.14(a), the Principal's Representative must:

(i) within 5 Business Days convene a meeting between the Contractor, the relevant Interface Contractor and any other relevant person (as reasonably determined by Principal's Representative); and

(ii) work in good faith with the Contractor and the Interface Contractor to resolve the issues or dispute.

2.15 No Claims Arising out of Interface Work

The Contractor:

(a) acknowledges and agrees that:

(i) no act or omission by an Interface Contractor will, whether or not it causes any delay, disruption or interference to the Contractor's Activities, constitute an Act of Prevention; and

(ii) except where the Principal's Representative directs a Variation in circumstances where the Contractor has fully complied with clause 2.13, the Principal will not be liable upon any Claim by the Contractor arising out of or in any way in connection with:

(A) the Interface Contractors carrying out their work; or

(B) any act or omission of an Interface Contractor; and

(b) warrants that the Original Contract Price and the Contractor Program contain sufficient allowances for the assumption by the Contractor of the obligations and risks under clause 2.13 and this clause 2.15, including the cost of all the design iterations required to accommodate Interface Work.

2.16 Incident Management

(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 the Principal and any relevant Rail Transport Agency rail management centre or the nearest network control officer.

(c) In relation to any environmental or safety Incident involving Contamination 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 Contamination 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 Deed, immediately terminate this Deed by written notice to the Contractor.

(e) Without prejudice to the Principal's other rights under this Deed, 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 Deed, the Principal's Representative may issue a direction under clause 10.14(a) requiring the Contractor to suspend the carrying out of the whole or any party of the Contractor's Activities in the event:

(i) of any Incident, involving:

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(A) a significant spill of Contamination;

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

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

(ii) any safety incident occurs which leads to, or had the potential to lead to, a fatality or injury to any person (including any incident which must be reported to New South Wales WorkCover Authority) or damage to the property.

The Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim for any cost, expense, loss, delay, disruption or penalty arising out of or in connection with:

(iii) any suspension due to a direction to suspend issued, or for a failure to issue a notice to suspend, in the circumstances set out in this clause 2.16(f); or

(iv) complying with a direction issued under clause 2.16(g).

(g) If the Principal's Representative issues a notice to suspend in the circumstances set out in clause 2.16(f), the Contractor may not recommence the Contractor's Activities in respect of the part of the Contractor's Activities to which the notice relates until he Principal's Representative issues a direction to the Contractor permitting the Contractor to recommence the Contractor's Activities affected by the notice to suspend.

If the Principal's Representative issues a notice to suspend in the circumstances set out in clause 2.16(f), the Principal's Representative may also direct the Contractor as to the steps which the Contractor must take before the Principal's Representative will issue a direction pursuant to clause 10.14(a) permitting the Contractor to recommence the Contractor's Activities affected by the notice to suspend. In these circumstances the Contractor must, at its cost, comply with the direction of the Principal's Representative, and only once the Principal's Representative is satisfied that the Contractor has complied with the requirements of the direction issued under this clause 2.16(g) will the Principal's Representative issue a direction to the Contractor permitting the Contractor to recommence the Contractor's Activities affected by the notice to suspend.

(h) 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 notice to suspend in the circumstances set out in clause 2.16(f) due to the Contractor's, its agents' or its Subcontractors' acts or omissions in

performing the Contractor's Activities as a debt due from the Contractor to the Principal.

2.17 Working Days and Hours of Work

The Contractor must observe:

(a) all relevant Law; and

(b) any requirements of the Principal as specified in Schedule 1 or otherwise notified by the Principal's Representative from time to time,

which regulate working days and hours of work.

2.18 Commissioning and Operational Readiness

The Contractor acknowledges that:

(a) Commissioning and Operational Readiness are part of the Contractor's Activities; and

(b) Commissioning and Operational Readiness must be completed for Completion of the Works or a Portion to occur.

3. The Site and Location of the Works

3.1 Access

(a) The Contractor acknowledges and agrees that:

(i) access to the Site will be provided progressively to the Contractor as set out in Schedule 22; and

(ii) Exhibit H contains drawings of the Site.

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

(i) give, or ensure the Contractor has, access to the Site in accordance with Schedule 22 and by the dates set out in Schedule 22 (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 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 Deed 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 2.8(b) of this Deed;

(B) submitted the Project Safety Management Plan, the Construction Environmental Management Plan and the Construction and Site Management Plan, as required by the TfNSW Standard Requirements, to the Principal's Representative for review under clause 9.14 and:

(1) the Principal's Representative has issued the notice referred to in clause 9.14(d)(iii)(C) in respect of each of them; or

(2) the relevant period of time in clause 9.14(d)(iii) has expired and the Principal's Representative has not rejected any of them or made comments on any of them (except, in the case of comments, where the Contractor has responded to the comments within the required time period and in a manner satisfactory to the Principal's Representative as referred to in clause 9.14(e));

(C) effected the insurance policies required under clauses 13.5 and 13.6;

(D) complied with clauses 13.7 to 13.9 with respect to each insurance policy; and

(E) complied with the matters set out in Schedule 1;

(iii) notwithstanding anything in Schedule 22, the Principal is not obliged to provide, and the Contractor may not be given, exclusive access to the Site (including where the Contractor is specified in Schedule 22 as being in Control of a part of the Site);

(iv) access to the Site or any part thereof may be subject to restrictions that:

(A) exist under any Third Party Agreement;

(B) exist under the terms of any easement, right of way or other dealing or interest in favour of any Authority or other person; or

(C) are specified in Schedule 22;

(v) 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

(vi) the Principal and others will engage Other Contractors to work upon or in the vicinity of the Construction 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 Works, except to the extent set out in Schedule 22.

(e) Failure by the Principal to give access as required by clause 3.1(b) will not be a breach of this Deed 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

(a) The Contractor must carry out all Temporary Works required to execute the Contractor's Activities so that the Works are fit for their intended purposes.

(b) Where any Temporary Works are to be carried out on any property, the Contractor must give written notice to the Principal's Representative identifying such property and describing the Temporary Works to be performed on such property and which must:

(i) be given no later than 20 Business Days (or such shorter period as is agreed between the Contractor and the Principal's Representative) prior to the date on which it intends to commence the Temporary Works; and

(ii) specify the intended commencement and completion dates.

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(c) The Contractor must keep a register of all notices under clause 3.2(b), and make this register available to the Principal's Representative for Inspection and copying at all reasonable times.

(d) Upon being given access to any property for the purpose of carrying out any Temporary Works, the Contractor must promptly carry out those Temporary Works in a manner which:

(i) minimises inconvenience and disruption to the owners, occupiers and users of the property; and

(ii) complies with the requirements set out in the TfNSW Standard Requirements.

(e) The Contractor must:

(i) reinstate any property upon which any Temporary Works have been carried out to a state that is equivalent to the state it was in immediately prior to the Contractor obtaining access; and

(ii) otherwise repair any damage or degradation to any part of any property arising out of or in any way in connection with the performance of its obligations under this clause 3.2.

(f) The completion of all Temporary Works under this clause 3.2, including all work under clause 3.2(e), is a condition precedent to Completion of the Works or any Portion.

3.3 Management and Control of the Construction 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 Deed, and subject to clause 2.7 and to Schedule 22, will be responsible for the management and control of the Construction Site;

(ii) must control access to, and the security and maintenance of, the Construction Site or that part, except as required by Schedule 22 or where the Principal's Representative advises otherwise;

(iii) must ensure public safety on and adjacent to the Construction 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,

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cycleways and Rail Tracks affected by the Contractor's Activities in accordance with this Deed;

(v) must, subject to clauses 2.13, 3.1(c), 3.11and 7.4 and the TfNSW Standard Requirements, and any relevant Law, limit access to the Construction Site to its employees, Subcontractors and their employees and Subcontractors, and those with a legitimate interest in being on the Construction 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 Construction 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 for the purposes of carrying out the Contractor's Activities and before the relevant Date of Completion, the Contractor:

(i) will be responsible for the management of the relevant 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;

(iii) must ensure public safety on and adjacent to the relevant Remote Site; and

(iv) 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, Extra Land and Contractor Procured Site

(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 the Contractor Procured Site, 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;

(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 Contractor Procured Site, Remote Sites or Extra Land, including in respect of any Service connection points; and

(vii) subject to clauses 3.6(a) to 3.6(c) and clause 3.9(h) (if they apply), it will not be entitled to make, and the Principal will not be liable upon, any Claim in respect of any Contractor Procured Site, Remote Works, Remote Sites or Extra Land.

(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 Construction Site and Remote Sites, including any land owned by a Rail Transport Agency, 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 Contractor Procured Site. Remote Sites and Extra Land suitable for use by the Contractor;

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

(A) rehabilitate the Contractor Procured Site, any Remote Sites and Extra Land in accordance with the requirements of all relevant Authorities and other relevant persons; and

(B) unless not required by the Principal's Representative, provide to the Principal's Representative a properly executed certificate in the form of Schedule 21 or a release on terms otherwise satisfactory to the Principal's Representative from all claims or demands (whether for damages or otherwise

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howsoever arising) from the owner or occupier of, and from other persons having an interest in the Contractor Procured Site, any Remote Sites or 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 the Contractor Procured Site, 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.

3.5 Site Conditions

(a) Without limiting or otherwise affecting clause 3.7(c), the Contractor warrants and for all purposes it will be deemed to be the case that, prior to the date of this Deed 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 Deed and which was obtainable by the making of reasonable enquiries;

(ii) was given the opportunity prior to the date of this Deed 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 Deed, the Deed of Disclaimer, 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 Deed; 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

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not to enter into this Deed and assume the obligations and potential risks and liabilities which it imposes on the Contractor.

(b) Without limiting or otherwise affecting clauses 3.5(c) and 3.7, the Principal makes no representation and gives no warranty to the Contractor in respect of:

(i) the Site Conditions likely to be encountered during the execution of the Contractor's Activities or otherwise in respect of the condition of:

(A) the Construction Site, Remote Sites, Extra Land or their surroundings; or

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

(ii) the existence, location, condition or availability of any Service on, under, above, adjacent to or related to the Construction Site, Remote Sites or Extra Land; or

(iii) the feasibility or fitness for purpose of the Preliminary Design including, in respect of the constructability of the Preliminary Design, having regard to the physical conditions and characteristics of the Construction Site, Remote Sites or Extra Land.

(c) Subject to clauses 3.6(a) to 3.6(c) and clause 3.9(h) (if they apply), the Contractor accepts:

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

(ii) any structures or other thing on, under or adjacent to the Construction 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, design and construct the Works and Temporary Works in accordance with this Deed, and will not be relieved of its obligations under this Deed irrespective of,

any of the following:

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

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

(A) the Construction 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 Construction 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 Construction 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 Latent Conditions

(a) If during the execution of the Contractor's Activities, the Contractor becomes aware of a Latent Condition the Contractor must:

(i) promptly; and

(ii) where possible before the physical conditions are disturbed,

give written notice thereof to the Principal's Representative.

The Contractor must provide in that notice to the Principal's Representative a statement specifying:

(iii) the conditions encountered and in what respects the Contractor considers they constitute a Latent Condition;

(iv) the additional work and additional resources which the Contractor estimates to be necessary to deal with the conditions;

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(v) the time the Contractor anticipates will be required to deal with the conditions and the expected delay in achieving Completion (if any) as a result of dealing with the conditions;

(vi) the Contractor's estimate of the cost of the measures necessary to deal with the conditions; and

(vii) other details reasonably required by the Principal's Representative.

(b) If a Latent Condition:

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

(ii) directly results in an increase in the Contractor's costs of carrying out the Contractor's Activities,

which a competent and experienced contractor could not have avoided or mitigated, and could not reasonably have anticipated at the date of this Deed, the Contract Sum will be increased by the additional costs reasonably incurred by the Contractor in carrying out the Contractor's Activities as a result of the Latent Condition as determined by the Principal's Representative together with the percentage referred to in Schedule 1 in respect of clause 6.4(b)(i)(C) applied to those additional costs.

(c) In making a valuation pursuant to clause 3.6(b) or determining an extension of time under clause 10, regard will not be had to any Contractor's Activities, additional costs or delay suffered or incurred more than 14 days before the date on which the Contractor gives the written notice required by the first paragraph of clause 3.6(a).

3.7 Information Documents and Materials

(a) Prior to the date of this Deed, the Contractor executed the Deed of Disclaimer and provided this to the Principal after which the Principal provided the Contractor with, or gave the Contractor access to, the Information Documents and Materials, including those listed in Schedule 17.

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

(i) the Information Documents and Materials or part thereof do not form part of this Deed and that clause 3.7(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 Deed, they do so only for the purposes of identification of that document or part thereof.

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(b) Without limiting clause 3.7(c) or the warranties or acknowledgements in the Deed of Disclaimer or the Tender Form:

(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 Deed; and

(ii) subject to clause 3.7(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 Deed except to the extent that any such information, statement or document forms part of this Deed;

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

(iii) acknowledges that it is aware that the Principal has entered into this Deed relying upon the warranties, acknowledgements and agreements in clauses 3.7(c)(i) and 3.7(c)(ii) and in the Deed of Disclaimer and the Tender Form.

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(d) Subject to clause 3.7(e), the Contractor releases and indemnifies the Principal from and against:

(i) any claim against it by, or liability of it to, any person; or

(ii) (without being limited by clause 3.7(d)(i)) any costs, expenses, losses or damages suffered or incurred by it,

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 3.7(b) and 3.7(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 Deed);

(iv) any breach by the Contractor of the warranties in clause 3.5 or this clause 3.7; 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 3.7(a) to 3.7(d) do not affect the Contractor's rights under clauses 3.6(a) to 3.6(c) and clause 3.9.

3.8 Valuable Finds

As between the Contractor and the Principal, all Valuable Finds will be and remain the property of the Principal.

The Contractor must:

(a) immediately notify the Principal's Representative if any such thing is found;

(b) ensure that it is protected and not lost, removed, disturbed or damaged; and

(c) comply with any directions of the Principal's Representative in relation to the thing.

Despite the acknowledgements, warranties, releases and indemnities referred to in clauses 3.7(a) to 3.7(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(c); 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 it is deemed to have done by clause 3.5(a), as determined by the Principal's Representative.

3.9 Contamination

(a) The parties acknowledge and agree that:

(i) the Contractor has been provided with the Contamination Report;

(ii) the Contamination Report identifies Contamination on, in, under or migrating from the Construction Site, including in areas under Tracks, surface soils generally and locations which have been filled;

(iii) there may be Contamination (other than that identified in the Contamination Report) on, in, under or migrating from the Construction Site including in areas under Tracks, surface soils generally and locations which have been filled;

(iv) the Principal does not make any representation or warranty (express or implied) as to the nature or extent of any Contamination;

(v) subject to clause 3.9(h) part of the Contractor's Activities include taking the appropriate steps referred to in this clause 3.9:

(A) in respect of any Contamination identified in the Contamination Report;

(B) in respect of any Contamination the Contractor discovers on the Construction Site; and

(C) regardless of whether the Contractor provides the notice and report referred to in clause 3.9(d) and that Contamination was referred to in (or was reasonably able to be inferred from) the Contamination Report.

(b) The Contractor must provide for the management of any Contamination that may be present on, in, under or migrating from the Construction Site in the Construction Environmental Management Plan and the Project Safety Management Plan and take all measures required to protect workers and

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others in accordance with Law, the WHS Guidelines and the TfNSW Standard Requirements.

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

(d) Without limiting any obligation of the Contractor to comply with all Authority Approvals, the Contractor must, in respect of all Contamination whether described in or reasonably able to be inferred from the Contamination Report, Additional Contamination or otherwise:

(i) provide the Principal's Representative with the following for review under clause 9.14:

(A) a written notice within 5 Business Days after becoming aware of the existence of any Contamination on, in, under or migrating from the Construction Site that sets out in sufficient detail the nature and scope of the Contamination; and

(B) within 10 Business Days after any request from the Principal's Representative:

(1) a report that details the steps the Contractor proposes to take to investigate, remediate, incorporate, dispose of, manage, monitor, contain, destroy, render inert or otherwise deal with the Contamination so that the Construction Site is remediated to a standard suitable for the proposed use of the Construction Site and report to all relevant Authorities if required to do so; and

(2) such further written information as the Principal's Representative may require including (in accordance with clause 3.9(d)(ii)) any investigation report prepared pursuant to clause 3.9(c);

(ii) must provide for the purposes of clause 3.9(d)(i) (unless otherwise directed by the Principal's Representative), the number and form of copies of the report and any additional reports and information requested by the Principal's Representative specified in Schedule 1; and

(iii) must, only after:

(A) the Principal's Representative has given the Contractor the notice referred to in clause 9.14(d)(iii)(C) in respect of the Contractor's report(s) and additional information under clause 3.9(d)(i); or

(B) the relevant period of time in clause 9.14(d)(iii) has expired and the Principal's Representative has not rejected the Contractor's report(s) and additional information provided under clause 3.9(d)(i) or made any comments on them (except, in the case of comments, where the Contractor has responded to the comments within the required time period and in a manner satisfactory to the Principal's Representative as referred to in clause 9.14(e)),

implement the relevant remediation action in accordance with any relevant Laws, Authority Approvals and any direction of a relevant Authority where applicable.

(e) Without limiting any obligation of the Contractor to comply with all Authority Approvals the Contractor agrees that in preparing any report under clause 3.9(d)(i)(B)(1) the following order of priority will be used for deciding what remediation action is to be taken in respect of all Contamination on, in, under or migrating from the Construction Site:

(i) incorporation of the Contamination into the Works where this is technically feasible and permitted by Law; and

(ii) if it is not technically feasible or permitted by Law to incorporate the Contamination into the Works in accordance with clause 3.9(e)(i):

(A) notification to the Principal with reasonable supporting information; then

(B) disposal of the Contamination off-site to a licensed waste disposal facility in accordance with clause 3.14 and, where required, replacing it with fill,

in each case in accordance with any relevant Laws, Authority Approvals, and any written direction from a relevant Authority.

(f) 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 contributed to the claim, damage, expense, loss,

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liability, fine or penalty which shall not, for the avoidance of doubt, include the selection of the Construction Site for the Works or the provision of access to the Construction Site.

(g) Subject to clause 3.9(h), the Contractor will not be entitled to receive payment or make any Claim:

(i) for complying with this clause 3.9;

(ii) in respect of carrying out investigations of the Construction Site, Remote Sites or Extra Land to determine the presence and extent of any Contamination present on, in under or migrating from the Construction Site, Remote Sites or Extra Land;

(iii) in respect of any costs incurred in the incorporation of Contamination into the Works;

(iv) in respect of the cost of disposing of Contamination off-site and, where required, replacing it with fill;

(v) Not used;

(vi) for any costs incurred arising out of or in any way 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 Construction Site, Remote Sites or Extra Land including arising out of or in any way in connection with complying with its obligations under this clause 3.9 regardless of whether the Contamination was referred to in (or reasonably able to be inferred from) the Contamination Report or otherwise;

(vii) for remediation on the Construction Site, Remote Sites or Extra Land; or

(viii) for segregation, handling, testing, inspection and validation of Contamination.

(h) Where:

(i) there is Additional Contamination

(ii) the Contractor has complied with its obligations under clause 3.9(d)(i);

(iii) it is not technically feasible or permitted by Law to incorporate that Additional Contamination into the Works as contemplated by clause 3.9(e)(i); and

(iv) the Contractor has disposed of the Additional Contamination off-site to a licensed waste disposal facility in accordance with clause 3.14,

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the Contractor acknowledges and agrees that:

(v) the Principal will as part of the Contract Sum, be liable to pay the Contractor:

(A) an amount, as determined by the Principal's Representative, on the basis of rates set out in Schedule 18 as a result of such disposal; or

(B) to the extent that sub-paragraph A does not apply, the additional costs (excluding the costs of delay or disruption or any other items set out in clause 3.9(g)) reasonably incurred by the Contractor as a result of such disposal, as determined by the Principal Representative, together with the percentage referred to in Schedule 1 in respect of clause 6.4(b)(i)(C) applied to those additional costs.

3.10 Not Used

3.11 Principal's Right to Access and Inspect

(a) Subject to clause 3.15, the Contractor must:

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

(A) the Principal, occupiers (including railway system or rail passengers and other users), tenants and potential tenants of the Construction Site, Remote Sites or Extra Land or any other land or buildings above or adjacent to the Construction Site, Remote Sites or any Extra Land or a part thereof in their occupation or use of, or attendance upon, any part of the Construction Site, Remote Sites or Extra Land or any other land or buildings above or adjacent to the Construction 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

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

(ii) at all times:

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

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(1) the Works;

(2) the Construction Site; or

(3) any other areas where the Contractor's Activities are being carried out,

including unobstructed vehicular access through the Construction Site (including access to any hi-rail access point identified in Schedule 22); and

(B) 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 and Third Party Agreements.

(b) The Contractor acknowledges and agrees that:

(i) the Principal owes no duty or other responsibility to the Contractor to:

(A) inspect the Contractor's Activities; or

(B) review any design or construction for Defects (including errors and omissions) or compliance with the requirements of this Deed; and

(ii) no Inspection of the Contractor's Activities or review of any design or construction by the Principal or the Principal's Representative will:

(A) relieve the Contractor from or alter its liabilities or obligations under this Deed (including its warranties under clause 5.1 or clause 7.1) or otherwise according to Law; or

(B) limit or otherwise affect the Principal's rights against the Contractor whether under this Deed or otherwise according to Law.

(c) Any person to whom the Contractor gives access under sub-paragraph (a)(ii) must comply with the reasonable requirements of the Contractor in relation to the safety of persons and property and protection of the Environment.

3.12 Works to be Constructed on the Asset Lands

The Contractor must ensure that:

(a) the Works (other than those Remote Works constructed on Remote Sites) are constructed within the boundaries of the Asset Lands;

(b) the Temporary Works (other than the Temporary Works for the Remote Works constructed on Remote Sites) are constructed within the boundaries of the Asset Lands and the Temporary Lands; and

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(c) the Remote Works are constructed within the boundaries of the Remote Sites.

3.13 Condition Surveys

(a) The Principal has undertaken a condition survey of the properties listed in Schedule 24 (if any).

(b) Subject to clause 3.13(d), the Contractor must identify and prepare a condition survey (***Condition Survey***) of all property that could be affected or damaged by the Contractor's Activities and as required by the Planning Approval.

(c) The Condition Survey of any public roads identified under clause 3.13(b) must be prepared in accordance with Austroad's Guide to Pavement Technology Part 5: Pavement Evaluation and Treatment Design 2008.

(d) The Condition Survey referred to in clause 3.13(b):

(i) must be performed in accordance with the property damage management plan (referred to in the TSR Prelude) which must be submitted under clause 9.14 for the Principal's Representative to review its scope;

(ii) may only be performed after:

(A) the Principal's Representative has given the Contractor the notice referred to in clause 9.14(d)(iii)(C) in respect of the property damage management plan; or

(B) the relevant period of time in clause 9.14(d)(iii) has expired and the Principal's Representative has not rejected the property damage management plan or made any comments on the scope (except, in the case of comments, where the Contractor has responded to the comments within the required time period and in a manner satisfactory to the Principal's Representative as referred to in clause 9.14(e));

(iii) must be performed by suitably skilled, qualified and experienced personnel or Subcontractors approved by the Principal's Representative;

(iv) must be repeated immediately prior to the Completion of the Works or a Portion by the same personnel or Subcontractors referred to in clause 3.13(d)(iii), or such others as the Principal's Representative may reasonably approve;

(v) may only be performed if the Principal's Representative is:

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(A) given no less than 14 days' notice that a Condition Survey will be performed; and

(B) permitted to attend the performance of the Condition Survey; and

(vi) is subject to any conditions of access and use in clause 22.3 of Schedule 22.

(e) The Contractor must prepare the Condition Survey referred to in clause 3.13(b) a minimum of two weeks prior to commencing any work on the Construction 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 Construction Site.

3.14 Waste Disposal

(a) The Contractor must remove from the Construction Site, Remote Sites and Extra Land and dispose of any Contamination or other waste pursuant to its obligations under this Deed 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 Contamination or other waste from the Construction Site holds all relevant Authority Approvals that are necessary or desirable; 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 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 have contributed to the claim, damage, expense, loss, liability, fine or penalty.

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3.15 Principal not in Control

The Contractor and Principal acknowledge that nothing in this Deed including the right to inspect pursuant to clause 3.11 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 Construction 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, Third Party Agreements or this Deed.

4. Compliance

4.1 Quality of Work

The Contractor must use the materials and standard of workmanship required by this Deed, and otherwise comply with this Deed 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 the 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 Construction 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 Construction 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

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relation to environmental management on the Construction Site, Remote Sites and Extra Land; and

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

4.4 WHS Management

The Contractor must:

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

(b) as part of the Contract Management Plan, develop, document and implement a contract specific Project Safety Management Plan in accordance with the WHS 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 Construction Site, Remote Sites and Extra Land and that no unauthorised individual gains access to the Construction 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 WHS management on the Construction 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 Deed (including under clause 8 or otherwise according to Law) nor will the rights of the Principal whether under this Deed 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 or otherwise directed by the Principal's Representative;

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(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.

4.6 Engineering Project Authorisation

Based on the procedures of, and undertakings given by, the Contractor and its Subcontractors as set out in the Contractor's tender, the Contractor has been granted a Project Authorisation and the Principal authorises:

(a) the Contractor; and

(b) the Subcontractors engaged to undertake the Contractor's Activities,

to undertake the Contractor's Activities.

4.7 ASA Compliance

(a) The Contractor must

(i) manage its operational capability to comply with the requirements of the ASA and the Project Authorisation for so long as the Contractor's Activities are carried out;

(ii) contact the ASA within 60 Business Days of the Commencement Date to apply for ASA Authorisation; and

(iii) provide the ASA with relevant documentation or information required under, out of or in connection with the application for ASA Authorisation within any time period required by the ASA (acting reasonably).

(b) The Contractor must (and must ensure that its Subcontractors and all personnel for which the Contractor is responsible) comply with the conditions of the applicable Project Authorisation;

(c) If the Contractor is granted an ASA Authorisation prior to Completion, and without limiting or otherwise restricting clause 4.7(d), the Contractor:

(i) must hold and maintain its ASA Authorisation for so long as the Contractor's Activities are carried out;

(ii) on and from the date of the granting of ASA Authorisation, must (and must ensure that its Subcontractors and all personnel for which the

Contractor is responsible) comply with the conditions of the applicable ASA Authorisation.

(d) The Contractor must (and must ensure that its Subcontractors and all personnel for which the Contractor is responsible):

(i) implement and comply with the requirements of any ASA Requirements applicable to the Asset Services;

(ii) cooperate fully with the ASA in the performance of the ASA's functions;

(iii) provide access to premises and resources as reasonably required by the ASA, including so that it can effectively carry out its review, surveillance and audit functions;

(iv) comply with the directions, instructions and requirements issued by the ASA;

(v) notify the ASA of any matter that could reasonably be expected to affect the exercise of the ASA's functions;

(vi) provide the ASA with any information relating to its activities or any documents or other things reasonably required by the ASA in the exercise of its functions; and

(vii) provide the Principal with such reasonable assistance as may be reasonably required by the Principal to enable the Principal to cooperate fully with the ASA and to implement and comply with ASA Requirements.

(e) The Contractor acknowledges and agrees that it is not entitled to make (and neither the Principal nor the ASA will be liable upon) any Claim arising out of or in connection with the requirement to obtain, or any delays or failure by the ASA in granting the Contractor, Project Authorisation or the obligation to comply with the requirements of ASA and the Project Authorisation or ASA Authorisation.

5. Design and Design Documentation

5.1 Contractor's Design Obligations

The Contractor:

(a) must as part of the Contractor's Activities:

(i) continue to develop the Preliminary Design into the Design Documentation; and

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(ii) prepare and complete the design of the Works and Temporary Works (including the Design Documentation),

so that it is fit for its intended purpose and otherwise complies with the requirements of this Deed; and

(b) warrants that:

(i) it has fully and carefully reviewed the Works Brief and the Preliminary Design;

(ii) it remains responsible for ensuring that the Works and the Temporary Works will satisfy the requirements of this Deed despite the Preliminary Design;

(iii) the completed design of the Works and the Temporary Works as represented in the Design Documentation will:

(A) satisfy the requirements of the Works Brief, the Preliminary Design and the other requirements of this Deed; and

(B) be and remain at all relevant times fit for their intended purposes; and

(iv) construction in accordance with the completed design of the Works and the Temporary Works will satisfy the requirements of the Works Brief, the Principal's Design and the other requirements of this Deed.

5.2 Not Used

5.3 Design Documentation

(a) The Contractor must submit all Design Documentation:

(i) progressively to the Principal's Representative in accordance with the Contract Management Plan and the requirements of clause 9.14; and

(ii) at the times set out in:

(A) the Works Brief; and

(B) the TfNSW Standard Requirements.

(b) The Contractor must upon each submission of the Design Documentation to the Principal's Representative for review (including at the completion of the design of each design package) ensure that the Design Documentation is accompanied by the following documents:

(i) the Contractor's Certificate of Design Compliance;

(ii) the Designers' Certificates of Design Compliance;

(iii) a register of records of design verification and reviews applicable to the design package and other compliance records required by this Deed (all records being satisfactorily completed and signed);

(iv) a register of any outstanding design non-conformities, non-compliances and unresolved issues;

(v) a register of deficiency notices and evidence of their close out; and

(vi) a register of concessions (if any) granted for non-conforming Design Documentation.

5.4 Review of Design Documentation, Meetings, and Presentations

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

(b) Clause 9.14 applies to all Design Documentation.

(c) The Contractor must attend design coordination meetings when requested to do so by the Principal's Representative, including for the purpose of identifying, reviewing, coordinating or resolving any matters of common interest between the Contractor and Other Contractors.

(d) The Contractor must arrange and conduct comprehensive design presentations (in accordance with TfNSW Standard Requirements TSR-T1) for the Principal (and any other persons the Principal reasonably requires) and the Principal's Representative.

(e) The Contractor must give the Principal's Representative reasonable notice of the date and time of each design presentation to be made by the Contractor in accordance with clause 5.4(d) so as to enable the Principal's Representative (and any other persons the Principal's Representative reasonably requires) to attend the design presentations.

(f) At each design presentation referred to in clause 5.4(d), the Contractor must make available sufficient members of the Designer's Team (as determined appropriately by the Contractor) and any other person reasonably requested by the Principal (or the Principal's Representative), at the cost of the Contractor, to demonstrate:

(i) the approach adopted for design, standards to be adopted, and assumptions made;

(ii) the approach to interfaces with:

(A) existing structures and the surrounding environment; and

(B) Other Contractors (including Interface Contractors);

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(iii) the status of review of design information and documents by the relevant Authorities;

(iv) how the current proposed design incorporates the Preliminary Design; and

(v) the interrelationship with other design elements of the Works.

(g) The Contractor will include in each design presentation such materials as are reasonably required for the Principal (and any other persons the Principal reasonably requires) and the Principal's Representative to understand and comment on the concepts and details the subject of the design presentations.

(h) Where any Design Documentation which comprises a design package marked "For AFC Review" in accordance with TfNSW Standard Requirements TSR-T1, has been submitted for the review of the Principal's Representative under clause 9.14, after:

(i) the Principal's Representative gives the Contractor the notice referred to in clause 9.14(d)(iii)(C) in respect of that Design Documentation; or

(ii) the relevant period of time in clause 9.14(d)(iii) has expired and the Principal's Representative has not rejected the Design Documentation or made any comments on the Design Documentation (except, in the case of comments, where the Contractor has responded to the comments within the required time period and the Principal's Representative has not issued a notice under clause 9.14(e)(iii)),

the Principal will use reasonable endeavours to obtain a Configuration Change Acceptance Notice (where relevant) for the relevant design package from the Configuration Control Board.

(i) Where:

(i) the Design Documentation for the relevant Contractor's design package to which clause 5.4(h) applies, complies with the requirements of this Deed;

(ii) the Configuration Change Acceptance Notice (where relevant) for that design package is not issued within 10 Business Days after the commencement of the Principal's obligation under clause 5.4(h) to use reasonable endeavours to obtain the Configuration Change Notice; and

(iii) as a result, the Contractor is actually or will be delayed in achieving Completion,

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the Contractor will be entitled to make a claim for an extension of time under clause 10.7.

(j) The Principal's obligations under clause 5.4(h) do not:

(i) create any liability for the Principal in respect of the content of the Design Documentation; or

(ii) relieve the Contractor of its obligations in this Deed in respect of the Design Documentation.

5.5 Copies of Design Documentation

(a) The Contractor must, in accordance with clause 5.3, progressively submit to the Principal's Representative the number of copies specified in Schedule 1 of all Design Documentation, whether complete or work in progress, which it intends to use for design or construction purposes.

(b) The Contractor must give the Principal's Representative the number of copies specified in Schedule 1 of:

(i) all survey information used in the design of the Works and the Temporary Works; and

(ii) all final Design Documentation.

5.6 Availability of Design Documentation

The Contractor must keep available for the use of the Principal's Representative and any person authorised by the Principal's Representative:

(a) on the Construction Site, at least one complete set of all Design Documentation that the Contractor is entitled to use for construction purposes pursuant to clauses 5.3 and 9.14, and any construction related documents provided by the Principal; and

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

5.7 Prior Design Work

Without limiting clause 5.1, the Contractor:

(a) acknowledges and agrees that, prior to the date of this Deed, the Preliminary Design was created by the Principal and the Principal's agents and consultants and that it is aware that the Preliminary Design is incomplete and may contain ambiguities, errors, inconsistencies, discrepancies or omissions;

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(b) warrants that, prior to the date of this Deed, it checked and carefully reviewed and considered the Preliminary Design to ensure that it complied with the requirements of this Deed, including that it was fit for the intended purpose of the Works; and

(c) acknowledges and agrees that:

(i) the Contractor's design obligations under clause 5 and the Contractor's warranties (including under clause 5.1) obligations and liabilities under this Deed and at law, remain unaffected; and

(ii) the Contractor's obligation to carry out the Contractor's Activities and complete the Works in accordance with this Deed remain unaffected by, and it will bear and continue to bear full liability and responsibility for the carrying out of the Contractor's Activities and the completion of the Works in accordance with this Deed at its cost,

notwithstanding any one or more of the following:

(iii) that design work (including the Preliminary Design) has been carried out by or on behalf of the Principal and included in the Preliminary Design;

(iv) Not used;

(v) that any ambiguities, errors, inconsistencies, discrepancies or omissions exist in the Preliminary Design; or

(vi) that prior to the date of this Deed any part of the Preliminary Design is described or represented by the Principal as having been completed to any particular design stage (including "Approved for Construction", "Preliminary Design Review", "System Concept Review", "Critical Design Review" or otherwise) (the "Relevant Design Stage"), and despite any such description or representation:

(A) an ambiguity, error, inconsistency, discrepancy or omission exists in the Preliminary Design which is inconsistent with the Preliminary Design having achieved the Relevant Design Stage; or

(B) the Contractor is otherwise required to perform work which is required to be undertaken in order for the Preliminary Design to satisfy the requirements of the Relevant Design Stage, whether or not that work has been undertaken prior to the date of this Deed.

5.8 Ownership of Contract Documentation and Methods of Working

(a) Subject to clause 5.8(c)(vii):

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(i) title to and Intellectual Property in or in relation to the Contract Documentation prepared by the Contractor will vest upon its creation for the purposes of this Deed in the Principal;

(ii) to the fullest extent permitted by Law, the Contractor hereby assigns to the Principal all of its rights, titles, and interests in, and to, all Intellectual Property in or in relation to the Contract Documentation prepared by the Contractor, whenever created; and

(iii) upon request by the Principal, the Contractor must do all things necessary to vest that title or that Intellectual Property in the Principal.

(b) The Principal grants to the Contractor a licence to use and reproduce the Contract Documentation for the Contractor's Activities.

(c) The Contractor:

(i) warrants and must ensure that the Contract Documentation and any methods of working do not and will not infringe any Intellectual Property;

(ii) must indemnify the Principal against any claims against, and costs, expenses, losses and damages suffered or incurred by the Principal arising out of, or in any way in connection with, any actual or alleged infringement of any Intellectual Property in connection with the Works, the Temporary Works, the Contractor's Activities or the Contract Documentation, except to the extent that such actual or alleged infringement arises as a direct result of:

(A) the Principal having provided the Contractor with material which this Deed permits the Contractor to use for the purpose of the Works, the Contractor's Activities or the Contract Documentation; and

(B) the provision of that material to the Contractor being an infringement of a third party's Intellectual Property rights;

(iii) must ensure that all Subcontracts between the Contractor and all Subcontractors for design and documentation contain provisions to the same effect as clause 5.8(a);

(iv) must obtain confirmation of the inclusion of such provisions in the form of a signed acknowledgment from such Subcontractors for design and documentation;

(v) must, where requested by the Principal's Representative, obtain such an acknowledgement from other Subcontractors;

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(vi) must obtain an assignment to the Principal from any third party who owns any Intellectual Property right in the Contract Documentation;

(vii) must, if it is unable to obtain the assignment referred to in clause 5.8(c)(vi), grant or have granted to the Principal an irrevocable licence:

(A) to use the Contract Documentation for the completion of the Works;

(B) which arises immediately upon the creation of the Contract Documentation;

(C) which extends to any subsequent repairs to, maintenance or servicing of, or additions or alterations to the Works; and

(D) which will survive the termination of this Deed on any basis; and

(viii) must ensure that the Intellectual Property created for the purposes of this Deed is not used, adapted or reproduced other than for the purposes of this Deed without the prior written approval of the Principal (which will not be unreasonably withheld, but may be given subject to terms and conditions).

5.9 Delivery Up of Contract Documentation

If this Deed is frustrated or terminated the Contractor must:

(a) immediately deliver the original and all but one sets and copies of all Contract Documentation (whether complete or not), including fully detailed electronic versions in unlocked native format (with all logic links intact and nothing hidden or protected), then in existence to the Principal; and

(b) provide such details, memoranda, explanations, documentation and other assistance as the Principal reasonably requires in relation to the Contract Documentation.

5.10 Source Code

If requested by the Principal, the Contractor will, or will procure that the applicable third party supplier will, enter into an escrow agreement with the Principal and an escrow agent:

(a) on terms reasonably satisfactory to the Principal;

(b) to enable the Principal and its Subcontractors to use, maintain, support, operate and otherwise deal with the Intellectual Property in the Contract Documentation for the purposes of Museum Station Easy Access Upgrade

Project or in any way in connection with the Museum Station Easy Access Upgrade Project; and

(c) in respect of any and all Source Code relating to any material forming part of the Works.

The Principal will bear all fees and charges under any escrow deed.

5.11 Moral Rights

(a) The Contractor:

(i) warrants that the Principal's use of the Contract Documentation, or any other work provided by the Contractor under this Deed, will not infringe any author's moral rights under the *Copyright Act 1968* (Cth) or similar legislation in any jurisdiction; and

(ii) must indemnify the Principal against any claims against, or costs, expenses, 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 author's moral rights under the *Copyright Act 1968* (Cth) or similar legislation in any jurisdiction in connection with the Works, the Contractor's Activities or the Contract Documentation.

(b) For the purposes of clause 5.11(a), the Principal's use of the Contract Documentation includes the Principal's right to reproduce, publish, copy, adapt, communicate to the public, materially distort, destroy, mutilate or in any way change the Contract Documentation or part of the Works to which the Contract Documentation or any other work provided by the Contractor under this Deed relates:

(i) with or without attribution of authorship;

(ii) in any medium; and

(iii) in any context and in any way it sees fit.

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

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provide the Principal's Representative with a written notice in which the Contractor sets out:

(a) the adjustment to the Contract Sum (and change to the Payment Schedule in Schedule 2) that the Contractor would claim in respect of the proposed Variation (other than those costs referred to in clause 6.1(b)) with details of how the amount has been calculated;

(b) the expected effect that the proposed Variation would have on the Contractor Program, and the Contractor achieving Completion of the Works or a Portion by the relevant Date for Completion with details of how the effect has been assessed and if the proposed Variation would entitle the Contractor to an extension of time, the amount of its entitlement under clause 10.13 arising from that extension of time;

(c) a statement that the proposed Variation:

(i) does not conflict with or change the requirements of the Works Brief or the Preliminary Design or involve changes other than those described in the notice; or

(ii) changes the requirements of the Works Brief or the Preliminary Design or involves changes other than those described in the notice, in which case the Contractor must explain all the changes and effects, including providing information on the:

(A) scope and limits of the work changes;

(B) design criteria and how they are to be addressed;

(C) effect on relevant reports, drawings and studies;

(D) assumptions;

(E) Authority Approvals and Third Party Agreements affected; and

(F) environmental and community impacts;

(d) sufficient details to allow the Principal to review the reasons, and, if desired, reconsider the need, for the Variation;

(e) where required by the Principal's Representative, the additional costs that the Contractor anticipates would be incurred by it if a direction was given under clause 10.15 to compress the performance of the Contractor's Activities to overcome part or all of any of the delay in achieving Completion of the Works or a Portion by the relevant Date for Completion expected to be caused by the Variation outlined in the "Variation Proposal Request"; and

(f) any other information concerning the proposed Variation that the Principal's Representative requires.

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

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 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 Schedule set out in the Contractor's notice under clause 6.1(a) are agreed and the Contract Sum and Payment Schedule will be adjusted accordingly;

(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 Deed.

(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;

(iii) whether or not it agrees with any or all of the terms of the Variation Order; or

(iv) any Dispute related to the Variation.

(d) The Contractor's entitlement (if any) to an extension of time and delay costs arising out of a Variation directed under clause 6.2(a) will be dealt with under clause 10 and not this clause 6. The valuation of a Variation under clause 6.4 or clause 6.7 will exclude any amount for costs incurred by the Contractor as a result of any delay 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 25, 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 Deed on the basis that the Contract Sum, the Works Brief and the provisions of this Deed will be adjusted as set out in Schedule 25 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 Deed);

(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 Deed); or

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

whether under this Deed or otherwise according to any Law.

6.4 Valuation

Subject to clauses 6.10, 8.4, 15 and 17, the Contract Sum and the Payment 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) subject to sub-paragraph (iii) and the remainder of this clause 6.4(b), 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 Schedule 18; and

(B) any other applicable data in this Deed,

which will be increased, to the extent that the amounts referred to in sub-paragraphs (A) and (B) are not already expressed to be inclusive

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of the Contractor's Overhead Costs and profit, by the following percentage or percentages of the total amount determined relevantly under sub paragraphs (A) and (B):

(C) where the adjustment to the Contract Sum is to be an increase, the relevant percentage set out in Schedule 1 of the total amount determined relevantly under sub-paragraphs (A) and (B), which will be in total satisfaction of all the Contractor's Overhead Costs and profit; or

(D) where the adjustment to the Contract Sum is to be a decrease, the percentage set out in Schedule 1 of the total amount determined relevantly under sub-paragraphs (A) and (B) for off-site overheads described in clause 33.2 of Schedule 33 and profit;

(ii) subject to sub-paragraph (iii) and the remainder of this clause 6.4(b), 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 amount for Overhead Costs 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 Overhead Costs and profit; or

(B) where the adjustment to the Contract Sum is to be a decrease, the percentage set out in Schedule 1 for off-site overheads described in clause 33.2 of Schedule 33 and profit; and

(iii) subject to the remainder of this clause 6.4(b), where the Variation is in respect of the provision of spare parts, an amount determined in accordance with Schedule 1,

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(a); or

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

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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;

(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; and

(d) the adjustment (if any) to the Date for Completion of the Works or a Portion will be assessed in accordance with clause 10.11.

6.6 Daywork

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

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

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

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

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

(b) The Principal's Representative may direct the manner in which the matters referred to in clause 6.6(a)(ii) must 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 18 (which rates will apply to all labour whether employed by the Contractor, a Subcontractor or otherwise);

(ii) where the rates in Schedule 18 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 Construction 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 18 are not already expressed to be inclusive of the Contractor's Overhead Costs and profit, the relevant percentage specified in Schedule 1 of the amounts determined under sub-paragraphs (a) to (e), which will be in total satisfaction of all the Contractor's Overhead Costs and profit.

6.8 Variations Requested by Contractor

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

(a) a full description of the proposed Variation;

(b) the additional or reduced cost or time involved in the Variation and any proposal for sharing any cost savings or increases with the Principal, including the amount;

(c) any benefits that would flow to the Principal;

(d) the expected effect upon the future cost of operating and maintaining the Works;

(e) the expected effect on the various Contractor's programs, including the Contractor Program and any Date of Completion; and

(f) a statement as required by clause 6.1(c).

6.9 Determination by Principal's Representative

If the Contractor makes a request in accordance with clause 6.8, the Principal's Representative may, in its absolute discretion, give a written notice to the Contractor:

(a) rejecting the request; or

(b) approving the request either conditionally or unconditionally.

The Principal's Representative will not be obliged to exercise its discretion for the benefit of the Contractor.

6.10 Variation Approved by the Principal's Representative

If the Principal's Representative issues a written notice under clause 6.9 approving the Contractor's request under clause 6.8:

(a) unless otherwise agreed in the notice given under clause 6.9, 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 Variation;

(b) if the Contractor's request offered to share savings in cost with the Principal, the Contract Sum will be reduced by the amount offered by the Contractor in its request, or such other amount as may have been agreed between the Principal's Representative and the Contractor prior to any approval under clause 6.9(b); and

(c) the Contractor will be responsible for ensuring that all parts of the Works that are in any way affected by the Variation comply with the requirements of this Deed.

Unless and until the Principal's Representative issues a written notice under clause 6.9 approving the Contractor's request under clause 6.8, no Variation will arise out of that request, and the Contractor must at all times:

(d) continue to carry out the Contractor's Activities; and

(e) otherwise comply with its obligations under this Deed.

6.11 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 Deed.

6.12 No Variation or Claim

(a) Where the Contractor considers that any direction:

(i) constitutes or involves a Variation; or

(ii) entitles it to make a Claim (other than an Excluded Claim),

it must, prior to complying with the direction, issue in respect of a:

(iii) Variation, the notice referred to in clause 17.1; or

(iv) Claim, the notice referred to in clause 17.2.

(b) If the Contractor issues a notice under clauses 6.12(a)(iii) or 6.12(a)(iv), the Principal may:

(i) confirm that the direction constitutes or involves a Variation, or entitles the Contractor to make a Claim (other than an Excluded Claim), by the giving of a notice under this clause 6.12(b)(i), in which case the Contractor must comply with the direction;

(ii) deny that the direction constitutes or involves a Variation, or entitles the Contractor to make a Claim (including an Excluded Claim), by the giving of a notice under this clause 6.12(b)(ii), in which case the Contractor:

(A) must comply with the direction irrespective of any Claim or Dispute in relation to the direction or any part of it; and

(B) may issue a notice of dispute under clause 15.2;

(iii) deny that the direction constitutes or involves a Variation or entitles the Contractor to make a Claim (including an Excluded Claim) by giving a notice under this clause 6.12(b)(iii), in which case the Contractor must:

(A) issue a notice of dispute under clause 15.2; and

(B) not comply with the direction unless and until:

(1) the Dispute is settled or determined under clause 15; and

(2) the Principal's Representative subsequently directs the Contractor to comply with the direction or any part of it; or

(iv) withdraw the direction by giving a notice under this clause 6.12(b)(iv).

6.13 Authority Approvals for Variations

(a) Subject to clause 6.13(b), the Contractor must apply for and obtain all:

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(i) necessary amendments or modifications to any existing Authority Approval; and

(ii) new Authority Approvals that may be,

required for the execution of a Variation.

(b) Where the amendment or modification to any Authority Approval required for the execution of the Variation relates to any Authority Approval specified in Schedule 15, the Contractor must:

(i) carry out and provide to the Principal all surveys, investigations, reports, studies:

(A) requested by the Principal's Representative;

(B) to the standard directed by the Principal's Representative; and

(C) within the time directed by the Principal's Representative; and

(ii) provide whatever other assistance and information the Principal's Representative reasonably requests to allow it to obtain the necessary amendments or modifications to the Authority Approval.

(c) The Contractor must implement the Variation once the Authority Approvals referred to in this clause 6.13 have been amended, modified, or granted to permit the Variation to be implemented.

7. Construction

7.1 Construction

(a) The Contractor must construct and handover to the Principal the Works and construct the Temporary Works:

(i) in accordance with:

(A) subject to clause 7.1(b), the Works Brief, the Contractor's Preliminary Design and any Design Documentation that has been prepared by the Contractor in accordance with the requirements of this Deed and, in respect of which:

(1) the Principal's Representative has given the Contractor the notice referred to in clause 9.14(d)(iii)(C); or

(2) the relevant period of time in clause 9.14(d)(iii) has expired and the Principal's Representative has not rejected it or made any comments on it (except, in the case of comments, where the Contractor has responded to the comments within the required time

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period and the Principal's Representative has not issued a notice under clause 9.14(e)(iii));

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

(C) the other requirements of this Deed; and

(ii) so that they are and will remain at all relevant times fit for their intended purposes.

The Contractor warrants that the Works and each Portion will:

(iii) upon Completion, be fit for their intended purposes; and

(iv) be capable of remaining at all relevant times fit for their intended purposes.

(b) If there is any ambiguity, discrepancy or inconsistency between this Deed (including the Works Brief and the Preliminary Design) and any Design Documentation which has been prepared by the Contractor and not rejected by the Principal's Representative under clause 9.14 then, unless otherwise directed by the Principal's Representative, the requirements of this Deed will prevail.

(c) 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:

(i) the Contractor's Certificate of Construction Compliance; and

(ii) Designers' Certificates of Construction Compliance,

identifying the work covered, with:

(iii) a register of management plans, method statements, and inspection and test plans;

(iv) a register of records of all compliance and other associated test records showing achievement of the acceptance criteria identified in the above inspection and test plans;

(v) a register of deficiency notices; and

(vi) a register of concessions granted for non-conforming work.

7.2 All Work Included

The Contractor:

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

(b) must undertake and provide; and

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(c) will not be entitled to make, and the Principal will not be liable upon, any Claim except as otherwise provided for in this Deed, 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 Deed 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

(a) For each item of Provisional Sum Work, the Principal's Representative:

(i) may at any time:

(A) direct the Contractor to provide:

(1) a reasonable estimate of the Contractor's costs of carrying out the Provisional Sum Work, including sufficient information to support the estimate; and

(2) details of the amount by which the Contractor proposes the Contract Sum be adjusted; and

(B) agree (or negotiate an agreement) with the Contractor in respect of its proposed adjustment to the Contract Sum under clause 7.3(a)(i)(A) for the item of Provisional Sum Work, but nothing in this clause 7.3(a)(i)(B) obliges the Principal's Representative to agree on an adjustment to the Contract Sum with the Contractor prior to the Principal's Representative exercising its rights under clause 7.3(a)(ii); and

(ii) will give the Contractor a direction either:

(A) requiring the Contractor to proceed with the item of Provisional Sum Work; or

(B) deleting the item of Provisional Sum Work.

(b) 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:

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

(ii) either:

(A) an amount agreed between the Contractor and the Principal's Representative under clause 7.3(a)(i) or otherwise; or

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

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

(2) 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)(B) will not include the percentages referred to in clauses 6.4(b)(i)(C) or 6.4(b)(ii)(A) or the last paragraph of clause 6.7 but will include the relevant percentage in Schedule 1 for the off-site overheads described in clause 33.2 of Schedule 33 and profit of the Contractor.

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

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

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

(iii) the Principal will not be liable upon any Claim by the Contractor arising out of or in any way in connection with the deletion of the item of Provisional Sum Work.

7.4 Co-operation with Other Contractors

Without limiting or being limited by clause 2.13, 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 Construction Site during any period in which the Contractor has been engaged as principal contractor under clause 2.7 in respect of that part of the

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Construction Site executes a deed poll in favour of the Contractor, as principal contractor, and the Principal in the form set out in Schedule 35 prior to commencement by that Other Contractor of work on the relevant part of the Construction Site. The Principal shall provide a copy of each such executed deed poll to the Contractor prior to the commencement by the relevant Other Contractor of work on the relevant part of the Construction Site.

7.5 Setting Out

The Contractor must:

(a) set out the Works in accordance with the requirements of this Deed, 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) for its review under clause 9.14 a Survey Plan for the Works or the relevant Portion that:

(i) has regard to the setback requirements in the Building Code of Australia;

(ii) has regard to any stratum lots whether above or below ground;

(iii) has regard to the survey control requirements of any relevant Rail Transport Agency;

(iv) shows the location of all Monuments, and their relation to horizontal and vertical boundaries;

(v) shows all internal title boundaries;

(vi) shows all easements; and

(vii) shows the location of the Works and all Services; and

(b) a Survey Certificate which complies with all Law addressed to the Principal and signed by a land surveyor registered under the *Surveying and Spatial Information Act 2002* (NSW) stating that:

(i) the whole of the Works or the Portion has been constructed within the boundaries of the Asset Lands;

(ii) the elements of the Works or the Portion are in the positions and within the tolerances required by Law;

(iii) the survey information included in the Asset Management Information provided pursuant to the TfNSW Standard Requirements complies with the requirements of this Deed; and

(iv) any other matter identified by the Principal's Representative, complies with the requirements of this Deed.

7.7 Cleaning Up

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

(a) keep the Construction 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 Construction Site, Remote Sites, 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 Construction Site, Remote Sites, Extra Land or the parts of the Construction Site, Remote Sites, Extra Land relevant to the Works or the Portion.

7.8 Safety

(a) The Contractor must carry out the Contractor's Activities:

(i) safely and in a manner that does not put the health and safety of persons at risk; and

(ii) 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:

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(A) it complies with all Law and other requirements of this Deed 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;

(iv) 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 9.9, 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 Deed 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 Construction Site or the Contractor's Activities any:

(a) significant materials or 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 Track Possessions and Power Isolations

(a) The table in Schedule 14 identifies the available Track Possessions.

(b) The Principal will liaise with any relevant Rail Transport Agency to procure for the benefit of the Contractor the Track Possessions set out in Schedule 14.

(c) The Contractor acknowledges that it will not have exclusive access to any track the subject of a Track Possession and must:

(i) without limiting clauses 2.13 or 7.4 coordinate its activities with whoever else is sharing the relevant Track Possession; and

(ii) allow any relevant Rail Transport Agency and Other Contractors to pass through any track the subject of the relevant Track Possession.

(d) If the Contractor requires a Track Possession or power isolation in addition to the Track Possessions identified in subparagraph (a) for the performance of the Contractor's Activities (***Additional Track Possession or Power***

Isolation) and requires the Principal to liaise with the relevant Rail Transport Agency in this regard, it must provide no less than:

(i) 26 weeks prior written notice in respect of each Additional Track Possession or Power Isolation that falls on a weekend; or

(ii) 20 weeks prior written notice in respect of each Additional Track Possession or Power Isolation that falls on a weeknight or which requires a power isolation only,

and identify whether a power isolation is required during the requested Additional Track Possession or Power Isolation.

(e) Following receipt of a request for an Additional Track Possession or Power Isolation under subclause (d), the Principal may assist the Contractor to obtain the requested Additional Track Possession or Power Isolation, but is under no obligation to do so and in no way guarantees that the requested Additional Track Possession or Power Isolation will be granted by any relevant Rail Transport Agency.

(f) If an Additional Track Possession or Power Isolation is granted by a Rail Transport Agency, the Contractor must:

(i) make the necessary arrangements for the Additional Track Possession or Power Isolation in accordance with clause 5.4 of the TfNSW Standard Requirements Prelude; and

(ii) pay the Principal within 20 Business Days after the relevant Additional Track Possession or Power Isolation the relevant amount (in respect of each Additional Track Possession or Power Isolation) set out in the table in Schedule 14.

(g) The Contractor must effectively and efficiently utilise each Track Possession.

(h) The Contractor acknowledges and agrees that:

(i) the Principal or any relevant Rail Transport Agency may alter or cancel any Track Possession, power isolation or Additional Track Possession or Power Isolation at any time; and

(ii) its only remedy for:

(A) any failure by the Principal to procure a Track Possession or power isolation referred to in clause 7.10(a); or

(B) cancellation of Additional Track Possession or Power Isolation once it has been obtained,

is set out in clauses 10.7 and 10.13.

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7.11 Principal Supplied Items

(a) The Principal must:

(i) make available the Principal Supplied Items:

(A) at its own cost;

(B) at the respective places referred to in Schedule 34; and

(C) by the respective date referred to in Schedule 34; and

(ii) use its best endeavours to procure that the Contractor has the benefit of any warranty obtained by the Principal in respect of any Principal Supplied Item.

(b) The Contractor:

(i) agrees that, in respect of Principal Supplied Items, the:

(A) Contractor:

(1) warrants that it has reviewed the Works Brief and any relevant specification, and made whatever other enquiries and investigations it considers necessary relating to each of the Principal Supplied Items and is satisfied that they satisfy and will allow the Contractor to satisfy the requirements of this Deed;

(2) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with any Principal Supplied Item except under clause 10 if a Principal Supplied Item is not made available by the relevant date set out in Schedule 34; and

(3) is not relieved from and remains liable for complying with, all of its obligations under this Deed, despite the Principal making available the Principal Supplied Items; and

(B) *Sale of Goods Act* 1923 (NSW) does not apply to the Principal's obligations under clause 7.11(a) and the Principal makes no representation as to the quality, performance, merchantability or fitness of the Principal Supplied Items; and

(ii) must:

(A) at its own cost and risk, transport each Principal Supplied Item from the respective place referred to in Schedule 34 to the

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Construction Site, Remote Site or Extra Land (as applicable); and

(B) as part of the Contractor's Activities, incorporate each Principal Supplied Item into the Works.

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 existing 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 identifying the Defect and doing one or more of the following:

(a) requiring the Contractor to rectify the Defect, or any part of it, and specifying the time within which this must occur;

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

(c) requiring the Contractor to carry out a Variation to overcome the Defect, or any part of it, and specifying the time within which this must be carried out;

(d) advising the Contractor that the Principal will accept the work, or any part of it, despite the Defect; or

(e) in respect of any Defect:

(i) to which clause 8.3(d) applies; or

(ii) discovered during a Defect Rectification Period, whether or not a direction has first been given under clause 8.2(a) or 8.2(c),

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

8.3 Rectification of Defect

(a) If:

(i) a direction is given under clauses 8.2(a), 8.2(b) or 8.2(c) (subject to clause 8.3(f)); and

(ii) the Contractor considers that the Defect referred to in the direction given under clauses 8.2(a), 8.2(b) or 8.2(c) is not a Defect,

then the Contractor must issue the notice referred to in clause 17.2 prior to complying with the direction.

(b) If the Contractor issues the notice referred to in clause 8.3(a), the Principal's Representative may:

(i) confirm that the direction entitles the Contractor to make a Claim (other than an Excluded Claim) by the giving of a notice under this clause 8.3(b)(i), which notice will also confirm that clause 8.3(c) applies;

(ii) deny that the direction entitles the Contractor to make a Claim by the giving of a notice under this clause 8.3(b)(ii), which notice will also confirm that clause 8.3(c) applies, and the Contractor may issue a notice of dispute under clause 15.2;

(iii) deny that the direction entitles the Contractor to make a Claim by the giving of a notice under this clause 8.3(b)(iii), in which case the Contractor must:

(A) issue a notice of dispute under clause 15.2; and

(B) not comply with the direction unless and until:

(1) the Dispute is settled or determined under clause 15; and

(2) the Principal's Representative subsequently gives notice to the Contractor that clause 8.3(c) applies; or

(iv) withdraw the direction by giving a notice under this clause 8.3(b)(iv).

(c) If the Principal's Representative gives a notice under clause 8.2(a), 8.2(b) or 8.2(c) (where clause 8.3(a)(ii) is not applicable) or clause 8.3(b)(i), 8.3(b)(ii) or 8.3(b)(iii)(B)(2), the Contractor must rectify the Defect (or the part of it notified), investigate and report or carry out the Variation work (as the case may be):

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(i) within the time specified in the Principal's Representative's direction which will generally be limited to the periods during which the operational needs from time to time of any Rail Transport Agency will allow for access to the Works;

(ii) if after Completion of the Works or relevant Portion:

(A) at other times otherwise agreed with the Principal's Representative;

(B) in accordance with the requirements of any Rail Transport Agency and any other relevant Authority;

(C) so as to minimise the impact on the use of the Works or the Portion; and

(D) in a manner which causes as little inconvenience as possible to users of the Works or the Portion or the public, any Service or any access to the Works or the Portion; and

(iii) regardless of the existence of a Dispute as to whether the Principal's Representative's notice is valid or whether the subject matter of the notice is in fact a Defect.

(d) If the Contractor does not comply with clause 8.3(c), 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 Deed or otherwise at Law, give the Contractor a direction under clause 8.2(e) and have the rectification or Variation work carried out at the Contractor's expense, and the cost of the rectification or Variation work incurred by the Principal will be a debt due from the Contractor to the Principal.

(e) The Contractor acknowledges and agrees that:

(i) it is responsible for liaising with, and obtaining from, any Rail Transport Agency any Track Possession that is necessary for the Contractor to:

(A) rectify Defects; or

(B) investigate and report in relation to any Defects;

(ii) due to the operational needs of any Rail Transport Agency and/or other operational needs:

(A) the Contractor, in performing the activities set out in clause 8.3(e)(i), may be obliged to work in an electrified environment;

(B) access may be limited, delayed and rescheduled from time to time;

(C) the period of access may be compressed or limited to periods of line shutdown at night, on weekends or on public holidays; and

(D) the Principal's Representative may direct the Contractor as to:

(1) the times and dates for; and

(2) the work method that must be employed in,

carrying out Defect rectification works;

(iii) its obligation to rectify Defects survives the expiry of the Defects Rectification Period where it has received a direction under clause 8.2 prior to the expiration of any Defects Rectification Period; and

(iv) it will not be relieved of its liabilities or responsibilities whether under this Deed or otherwise according to Law by reason of the matters set out in this clause 8.3(e).

(f) 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 unless:

(i) the Principal's Representative has issued a notice under clause 8.3(b)(i); or

(ii) the Principal's Representative has issued a notice under clause 8.3(b)(ii), in which case any entitlement which the Contractor has is not affected by proceeding as directed under clause 8.3(c) before the determination of any Dispute.

8.4 Claim for Variation

Where a Variation to overcome a Defect has been directed under clause 8.2(c):

(a) the Principal's Representative will determine:

(i) the value of the Variation work in accordance with clause 6.4; and

(ii) the cost of rectifying the Defect (or the part notified), valued as if the work involved in the rectification of the Defect (or the part notified) were a Variation the subject of a direction by the Principal's Representative and clause 6.4 applies;

(b) the Contract Sum will be adjusted by the difference between the valuations under sub-paragraphs (a)(i) and (a)(ii) as follows:

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(i) if the value under sub-paragraph (a)(i) is greater than the cost under sub-paragraph (a)(ii), the Contract Sum will be increased by the difference; or

(ii) if the cost under sub-paragraph (a)(ii) is greater than the value under sub-paragraph (a)(i), the Contract Sum will be decreased by the difference; and

(c) the Contractor will not be entitled to an extension of time to any Date for Completion.

8.5 Acceptance of Work

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

(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 the higher of 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

(a) The Principal's Representative may give the Contractor a notice under clauses 8.2(a) or 8.2(c) at any time prior to the expiration of any Defects Rectification Period.

(b) If the Contractor:

(i) rectifies a Defect (or the part notified) following receipt of a notice under clause 8.2(a);

(ii) completes the Variation work following receipt of a notice under clause 8.2(c); or

(iii) rectifies a Defect or completes a Variation to overcome a Defect in the absence of any notice from the Principal's Representative under clause 8.2,

then the relevant Defects Rectification Period for the work required will be extended until the later of:

(iv) the date of expiry of the original Defects Rectification Period; and

(v) the date set out in Schedule 1.

8.7 Defect Rectification by Other Contractor

Where the Principal's Representative advises the Contractor (under clause 8.2(e)) that an Other Contractor has or will be rectifying a Defect or any part of it, or has or will carry out a Variation to overcome the Defect or any part of it:

(a) without limiting or otherwise affecting clauses 2.13, 2.15 or 7.4, the Contractor must not impede the Other Contractor from having sufficient access to the Construction Site, Remote Sites or Extra Land to rectify the Defect or carrying out the Variation;

(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; and

(c) the Contractor acknowledges and agrees that:

(i) no act or omission by such Other Contractor in rectifying a Defect or carrying out the Variation will, whether or not it causes any delay or disruption to the Contractor's Activities, constitute an Act of Prevention;

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

(A) the Other Contractor rectifying the Defect or carrying out a Variation to overcome the Defect; or

(B) any other act or omission of the Other Contractor; and

(iii) rectification of a Defect by an Other Contractor does not relieve the Contractor or otherwise affect any of its obligations under this Deed.

8.8 Rights Not Affected

Neither the Principal's rights, nor the Contractor's liability, whether under this Deed or otherwise according to Law in respect of Defects, whether before or after the

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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 Deed;

(b) the exercise of, or the failure by the Principal or the Principal's Representative to exercise, any such rights; or

(c) any notice or direction of the Principal's Representative under clause 8.2.

9. Administration

9.1 Principal's Representative

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 Deed 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 validly and properly exercised or made for the purposes of this Deed if exercised or made (or if it is not exercised or made) by the Principal's Representative:

(a) independently;

(b) after consultation with the Principal and its advisers; or

(c) as directed by the Principal.

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

(d) 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

(e) 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 Deed.

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

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 Deed;

(ii) not appoint more than one person to exercise the same function in the same location under this Deed; 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 Deed despite appointing another person to exercise the function under clause 9.3(a)(i).

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

9.4 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

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(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 9.4(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 9.4(b)(iv) 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.

9.5 Contractor's Personnel

(a) The Contractor must:

(i) notify the Principal's Representative in writing of the name of the Contractor's Representative (who at the date of this Deed is the relevant person listed in Schedule 1) and of any subsequent changes;

(ii) ensure that the Contractor's Representative is appointed and available on a full-time basis and provides due and proper supervision of the performance of the Contractor's Activities at all places (whether on the Construction Site or otherwise) at which the Contractor's Activities are taking place;

(iii) provide personnel suitably qualified, knowledgeable, experienced and skilled in their roles in performing its obligations under this Deed; and

(iv) ensure that its personnel (including those referred to in clause 9.5(b)) as a team carry out the Contractor's Activities in a manner that is professional and co-operative, and recognises the interests and needs of the public and other stakeholders in the delivery of the Works.

(b) The Contractor must:

(i) either:

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

(B) where no individuals are specified in Schedule 1 for a position specified in Schedule 1, submit to the Principal's Representative the names of the persons which the

Contractor proposes to employ for the roles specified in Schedule 1 for the Principal's Representative's approval, such approval not to be withheld unreasonably. The Contractor must ensure that the persons nominated are suitably qualified and experienced for the relevant position;

(ii) only replace the individuals referred to in clause 9.5(b)(i):

(A) if the individual:

(1) dies;

(2) becomes unable to continue in the positions due to illness;

(3) 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

(4) becomes the subject of a direction under clause 9.5(c);

(B) with personnel who are of at least equivalent experience, ability, knowledge and expertise; and

(C) with the Principal's Representative's prior written approval, which will not be unreasonably withheld; and

(iii) without limiting clauses 9.5(b)(i) and 9.5(b)(ii), ensure that the:

(A) positions specified in Schedule 1 as full-time, dedicated positions are full-time, dedicated positions; and

(B) individuals who occupy the positions specified in Schedule 1 apply themselves fully to the position to the exclusion of all other work,

until Completion of the Works or the last Portion to achieve Completion or such earlier time as may be approved by the Principal's Representative.

(c) The Principal's Representative may, in 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 9.5(a) or clause 9.5(b)) from the Construction 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 9.5(c) is not again employed in the Contractor's Activities or on the Construction Site.

(e) Any direction under clause 9.1 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.

9.6 Construction Site Meetings

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

(i) prior to the Date of Completion of the Works or the last Portion to reach Completion (including during the design of the Works):

(A) weekly or such longer intervals; and

(B) at such other times,

as may be directed in writing by the Principal's Representative; and

(ii) at 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.

(b) The Contractor must ensure that the Construction Site meetings are attended by:

(i) the Contractor's Representative (or his or her delegate); and

(ii) any other person (including any Subcontractor) required by the Principal's Representative.

The Principal's Representative (or its delegate) will attend all Construction Site meetings. The Principal's Representative must appoint the chairperson for the Construction Site meetings.

(c) The chairperson of the Construction Site meetings must prepare and give the Principal's Representative and all other persons who attended the meeting (and any other person nominated by the Principal's Representative) minutes of the meeting within 48 hours after the meeting. The minutes of the meeting shall not be relied on by either party as a document constituting or evidencing the giving or receipt of a notice required to be given under or in accordance with this Deed.

(d) The purpose of the Construction Site meetings will include:

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(i) the receipt of reports on, and the review and consideration of, the matters set out in clause 9.8;

(ii) the receipt of reports on, and the review of the status and implementation of, the Contract Management Plan, Design Documentation and other plans and documents prepared by the Contractor under this Deed;

(iii) the consideration of corrective actions to prevent and rectify defective work;

(iv) the consideration of any other matter that the Principal's Representative requires; and

(v) review of the design of the Works and review of the Design Documentation.

9.7 Contract Control Group

The Contract Control Group will comprise:

(a) the Principal's Representative;

(b) the Contractor's Representative, a senior representative of the Contractor not involved in the day to day Contractor's Activities, and any of the Contractor's key personnel nominated by the Principal's Representative;

(c) representatives of any of the Contractor's Subcontractors that the Principal's Representative reasonably requires; and

(d) any other person the Principal's Representative reasonably requires from time to time.

9.8 Contract Control Group Functions

Contract Control Group functions will include the oversight and review of, and response to, reports on:

(a) the progress of the Contractor's Activities relative to the Contractor Program and Contractor's other programs, and the performance of the Contractor under this Deed;

(b) issues arising out of community liaison and community concerns;

(c) the Contractor's compliance or non-compliance with the Contract Management Plan and this Deed, and related and consequential issues;

(d) matters arising from the completion by the Contractor of the design of the Works and the Temporary Works and the Design Documentation, including any proposed design changes;

(e) value engineering opportunities and potential cost savings consistent with the maintaining of quality and minimising life cycle costs;

(f) environmental management issues;

(g) safety and safety management issues;

(h) disputes that have arisen, or are likely to arise, between the Principal and the Contractor or the Principal's Representative and the Contractor; and

(i) other matters as determined or directed by the Principal's Representative.

9.9 Contract Control Group Meetings

(a) The persons nominated in clauses 9.7(b), 9.7(c) and 9.7(d) must attend all Contract Control Group meetings.

(b) Contract Control Group meetings will be held on a:

(i) monthly basis prior to the Date of Completion of the Works or the last Portion to reach Completion; and

(ii) quarterly basis thereafter until Final Completion,

or at such other intervals as the Principal and the Contractor agree in writing.

(c) The Principal's Representative (or his or her nominee) will attend and chair the Contract Control Group meetings.

9.10 Contractor's Reporting Obligations

The Contractor:

(a) must with each claim for payment under clause 11.2 or, where no claim for payment is made, at least 4 Business Days prior to the next monthly or quarterly (as the case may be) meeting of the Contract Control Group, give the Principal's Representative (in accordance with clause 9.10(b)) a written report containing the detailed information specified in the TfNSW Standard Requirements Prelude;

(b) must provide for the purposes of clause 9.10(a) (unless otherwise directed by the Principal's Representative), the number and form of copies of the written report specified in Schedule 1;

(c) acknowledges that it is not entitled to make, and the Principal will not be liable upon, any Claim in the written report referred to in clause 9.10(a);

(d) must provide and maintain a daily record of the status of the work and the conditions on the Construction Site and other sites involved in the Contractor's Activities, including the resources employed on the Construction Site and at other sites and the issues affecting the progress of the

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Contractor's Activities, and provide a copy of that record to the Principal's Representative for each week's Contractor's Activities;

(e) must provide a current projected cash flow, each three months or as required by the Principal's Representative, including a planned versus actual cash flow comparison (including the estimated versus actual value of work completed for each calendar month); and

(f) must promptly give the Principal's Representative, when requested to do so, any information that the Principal's Representative reasonably requires (including design calculations and other design details) in respect of the matters referred to in clause 9.10(a).

9.11 Complaints and Notification

(a) The Contractor must immediately notify the Principal in writing if any:

(i) complaint is made or any proceedings are instituted or threatened;

(ii) letter of demand is issued; or

(iii) order or direction is made,

by anyone (including any Authority or any landowner, lessee or licensee on or near the Construction Site, Remote Sites or Extra Land) against the Contractor or any of its Subcontractors or their respective employees in respect of any aspect of the carrying out of the Contractor's Activities, including:

(iv) Contamination arising out of, or in any way in connection with, the Contractor's Activities;

(v) the Contractor's non-compliance with any Authority Approval (or any condition or requirement thereunder), any Third Party Agreement, the Contract Management Plan or any Law regarding the Environment;

(vi) the implementation of the Contract Management Plan, including the Contractor's community liaison plan;

(vii) the Contractor's use or occupation of the Construction Site, Remote Sites or Extra Land; or

(viii) loss or damage of the kind referred to in clause 13.10.

(b) The Contractor must (at its own cost) respond to complaints and enquiries received regarding the Contractor's Activities and that of its Subcontractors in accordance with the TfNSW Standard Requirements.

9.12 Industrial Relations

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

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(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 clauses 2.3(b) and 19, comply with all the requirements of the NSW Code and the NSW Guidelines;

(f) conduct its industrial relations affairs in accordance with the Workplace Relations Management Plan developed and submitted by the Contractor as part of the Contract Management Plan, in accordance with the TfNSW Standard Requirements and clause 9.14;

(g) not commence any work on the Construction Site, Remote Sites or Extra Land until the Industrial Relations Management Plan has been submitted to the Principal's Representative and:

(i) the Principal's Representative has given the Contractor the notice referred to in clause 9.14(d)(iii)(C); or

(ii) the relevant period of time in clause 9.14(d)(iii) has expired and the Principal's Representative has not rejected it or made any comments on it (except, in the case of comments, where the Contractor has responded to the comments within the required time period and in a manner satisfactory to the Principal's Representative as referred to in clause 9.14(e));

(h) submit to the Principal's Representative, before beginning work on the Construction 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

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(iii) the names of those responsible for coordinating industrial relations for the Contractor's Activities;

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

(j) before beginning work on the Construction 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) obligations to register workers under the *Building and Construction Industry Long Service Payments Act 1986* (NSW);

(iv) workers' compensation insurance, including self-insurance arrangements;

(v) superannuation fund membership and contributions; and

(vi) over-award payments such as redundancy fund contributions; and

(k) 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 (j).

The industrial relations requirements contained in this Deed and the NSW Code, and the NSW Guidelines:

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

(m) 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 Deed relating to industrial relations and all relevant awards, enterprise and industrial agreements and project specific agreements and awards.

9.13 Document Management and Transmission

(a) The Contractor must manage and transmit documents, including using an electronic medium where required by the Principal's Representative, in accordance with the processes, procedures and systems in the Contract Management Plan.

(b) Documents supplied to the Contractor will remain the property of the Principal and must be returned by the Contractor to the Principal on demand in writing. The documents must not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the Contractor's Activities.

(c) The Contractor must keep all the Contractor's records relating to the Contractor's Activities in a secure and fire proof storage.

(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 complying with its obligations under this clause 9.13.

(e) The Contractor must ensure that any Contract Documentation that it provides to the Principal in computer readable form contains no virus or computer software code which is intended or designed to:

(i) permit access to or use of a computer system by a third person not authorised by the Principal; or

(ii) disable, damage or erase, or disrupt or impair the normal operation of any other software or data on a computer system.

9.14 Submission for Review by the Principal

(a) The Contractor must, unless an alternative review process has been agreed in writing by the Principal's Representative at its absolute discretion, submit the Contract Management Plan, the Design Documentation, the Contractor Program and any other document (each of which in this clause 9.14, will be referred to as a ***Document***) which is required to be submitted for the review of the Principal or the Principal's Representative under a provision of this Deed:

(i) in accordance with the times stated in this Deed or where no times are stated progressively and in timely manner to ensure that the Contractor's Activities are commenced, progressed and completed by the times required under this Deed, and by the times or within the periods:

(A) identified in the Contractor Program which is not rejected by the Principal's Representative; or

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(B) in the absence of a time or period in the Contractor 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 Deed under which the Document is submitted.

(b) Where the Document being submitted under clause 9.14(a) is Design Documentation, it must:

(i) be accompanied by the Contractor's Certificate of Design Compliance and the Designers' Certificates of Design Compliance; and

(ii) where the design the subject of the Design Documentation must have Authority Approval prior to being implemented, then the Contractor must with the Document submit evidence (to the reasonable satisfaction of the Principal's Representative) of the relevant Authority Approval.

(c) 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 9.14, in addition to any other requirement of this Deed relating to the submission of that Document.

(d) The Principal's Representative may:

(i) direct that any Document the Contractor:

(A) previously submitted is a Document that is to be reviewed under the provisions of this clause 9.14; and

(B) is obliged to submit will be reviewed under the provisions of this clause 9.14;

(ii) after the submission of a Document that satisfies the requirements of clause 9.14(c) and 9.14(b) (where applicable), review the Document, or any resubmitted Document, prepared and submitted by the Contractor; and

(iii) where a Document is submitted or resubmitted in accordance with a program that has not been rejected by the Principal's Representative:

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(A) reject the Document (and state its reasons) if in its opinion the Document (or any part) does not comply with the requirements of this Deed;

(B) make comments on the Document, or request clarification or additional information; or

(C) notify the Contractor that it has no (or has no further) comments to make,

within relevantly, the later of:

(D) where a time or period is stated in the TfNSW Standard Requirements for a specific Document, that time or the expiry of that period; and

(E) 15 Business Days from submission for all other Documents.

(e) If any Document is:

(i) rejected or deemed to be rejected, the Contractor must submit an amended Document to the Principal's Representative within 10 Business Days after the date of such rejection or deemed rejection and this clause 9.14 will re-apply; or

(ii) not rejected and the Principal's Representative responds to the submission with comments, or requests clarification or additional information, the Contractor must respond to the comments or request within 10 Business Days or such other period as may be directed by the Principal's Representative.

If the Contractor:

(iii) responds to the Principal's Representative's comments or request within the period referred to in sub-paragraph (ii), if the Principal's Representative is not satisfied with the Contractor's response, the Principal's Representative must within 5 Business Days of receipt of the Contractor's response notify the Contractor that it is not satisfied that the response adequately deals with the comments; or

(iv) fails to respond to the Principal's Representative's comments or request within the period referred to in sub-paragraph (ii) or the Principal's Representative gives a notice under clause 9.14(e)(iii):

(A) the Document will be deemed to be rejected; and

(B) clause 9.14(e)(i) will re-apply.

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(f) Subject to clause 9.14(g), the Contractor must not commence construction of any part of the Works to which any Document (other than the Contractor Program) submitted to the Principal's Representative applies, unless:

(i) the Principal's Representative has notified the Contractor under clause 9.14(d)(iii)(C) that it has no (or has no further) comments to make; or

(ii) the relevant period of time in clause 9.14(d)(iii) has expired and the Principal's Representative has:

(A) not rejected the Document or made any comments on the Document; or

(B) made comments on the Document and the Contractor has responded to the Principal's Representative's comments within the required time period and the Principal's Representative has not issued a notice under clause 9.14(e)(iii).

(g) Subject to clause 9.14(a), the Contractor must, for each design package:

(i) sequentially submit documents capable of permitting the following reviews in the following order:

(A) System Definition Review;

(B) Preliminary Design Review;

(C) Critical Design Review; and

(D) Approved for Construction Review;

(ii) with the exception of the first submission of any design package, not submit any documents for review under clauses 9.14(g)(i)(B) to 9.14(g)(i)(D) until:

(A) the Contractor has received the notice referred to in clause 9.14(d)(iii)(C) in respect of the documents submitted for the immediately preceding review; or

(B) the relevant period of time in clause 9.14(d)(iii) has expired in respect of the documents submitted for the immediately preceding review and the Principal's Representative has not rejected the documents or made any comments on them (except, in the case of comments, where the Contractor has responded to the comments within the required time period and the Principal's Representative has not issued a notice under clause 9.14(e)(iii)); and

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(iii) may not commence any construction of any part or element of the Works unless the AFC Design Documentation exists for that part or element of the Works.

(h) The Contractor must not amend for construction purposes any Document that has been submitted to the Principal's Representative and, in respect of which:

(i) the Principal's Representative has given the Contractor the notice referred to in clause 9.14(d)(iii)(C); or

(ii) the relevant period of time in clause 9.14(d)(iii) has expired and the Principal's Representative has not rejected it or made any comments on it (except, in the case of comments, where the Contractor has responded to the comments within the required time period and the Principal's Representative has not issued a notice under clause 9.14(e)(iii)),

unless the Contractor submits the proposed amendments to the Principal's Representative, in which case this clause 9.14 will re-apply.

(i) The Principal's Representative and the Principal do not assume or owe any duty of care or other responsibility to the Contractor to review, or in reviewing, a Document submitted by the Contractor, including for errors, omissions or non-compliance with this Deed. References in this Deed to "Approved for Construction" or "AFC" or their use by the Principal or the Principal's Representative or the processes referred to in this Deed involving those concepts occurring during development of the Design Documentation do not relieve the Contractor from its liability under this Deed in connection with the Design Documentation.

(j) 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 Deed in any Document submitted.

(k) No review of, approval of, comment upon or rejection of, or failure to review, approve, or comment upon or reject, a Document prepared by the Contractor, or any other direction (including any direction given under clause 9.14(l)(iii)) 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 Variation Order and describes the nature of the Variation in accordance with clause 6.2(a);

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(ii) relieve the Contractor from or alter its liabilities or obligations, whether under this Deed or otherwise according to any Law; or

(iii) limit or otherwise affect the Principal's rights against the Contractor, whether under this Deed or otherwise according to any Law.

(l) In considering, reviewing, commenting upon, or rejecting any Document, the Principal's Representative may:

(i) consult with;

(ii) take into account any views or requirements of; and

(iii) direct the Contractor to comply with the lawful requirements of,

any relevant Authority.

(m) The Contractor acknowledges and agrees that:

(i) it has made allowances in the Contractor Program for the time required for:

(A) all relevant Authorities to review its design;

(B) the submission, review, comment, rejection and all other design development processes contemplated by the Third Party Agreements; and

(C) obtaining asset owner's acceptance of the design as contemplated by TfNSW Standard Requirements TSR-T1; and

(ii) the Principal will not be liable upon any Claim by the Contractor arising out of or in any way connected with any delay in the design development process as contemplated by this clause 9.14(m).

(n) The restrictions on the commencement of any part of the Works in this clause 9.14 are in addition to any restrictions that exist elsewhere in this Deed, including under any Third Party Agreement.

(o) For the purposes of calculating time under this clause 9.14 the days between 24 December and 7 January shall not be counted.

(p) Unless otherwise directed by the Principal's Representative, the Contractor must provide the number and form of copies specified in Schedule 1 of each Document which is submitted for review under this clause 9.14.

9.15 Work Method

Whether or not this Deed prescribes a particular work method or a work method is otherwise a part of this Deed 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

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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 this Deed to be frustrated.

9.16 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 Deed.

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 Deed and that it will participate in the Principal's "Contractor Performance Reporting" process.

9.17 Financial Assessment

Without limiting or otherwise restricting clause 9.16, the Contractor acknowledges and agrees that:

(a) the Principal may, during the term of the Contract, either itself, or through the engagement of private sector service providers, undertake ongoing financial assessments (Financial Assessment) of the Contractor and any Subcontractors;

(b) the Financial Assessment may be undertaken at three monthly (or longer) intervals from the date of commencement of the Works; and

(c) it must, if requested by the Principal's Representative, within 10 Business Days of receiving such request, provide any documents, information and evidence as is reasonably required by the Principal's Representative under, out of, or in connection with the Financial Assessment.

9.18 National Greenhouse and Energy Report Act 2007 (Cth)

The Contractor acknowledges and agrees that:

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(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 9.18(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 9.18, 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 9.18 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 9.18 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; and

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

Without limiting clause 10.14(b) or the Contractor's rights under the SOP Act, the Contractor must not suspend the progress of the whole or any part of Contractor's Activities except where permitted or required under this Deed.

Without limiting the next paragraphs of this clause 10.1 or clause 10.3, 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 Deed.

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 Deed.

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.

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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 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 Deed. 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:

(a) acknowledges and agrees that it has made and will make adequate allowances in the Contractor Program for:

(i) the delays referred to in clause 10.6

(ii) all Hold Points and Witness Points

(iii) those parts of the Contractor's Activities that may only be performed during a Track Possession; and

(iv) the high degree of interface, interaction, and integration of the Contractor's Activities with work being (or to be) performed by any relevant Rail Transport Agency during Commissioning and Operational Readiness;

(b) must prepare and provide a Contractor Program that complies with and includes the details required by this Deed, including the TfNSW Standard Requirements, and any requirements of the Principal's Representative;

(c) must submit the Contractor Program to the Principal's Representative for its review in accordance with clause 9.14 within the earlier of:

(i) 10 Business Days of the Commencement Date; or

(ii) any time required by the TfNSW Standard Requirements;

(d) must 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;

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

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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:

(i) on a monthly basis; or

(ii) whenever directed to do so by the Principal's Representative;

(f) must prepare and provide for the Principal's Representative's information only versions of all Contractor Programs prepared in accordance with clause 10.2(e) 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;

(g) must comply with the requirements of the Principal's Representative and its other obligations under this Deed in preparing and using programs, including the requirements in clause 9.14; and

(h) must not unreasonably depart from the current version of the Contractor Program which has been submitted to the Principal's Representative for review under clause 9.14 and, in respect of which:

(i) the Principal's Representative has given the Contractor the notice referred to in clause 9.14(d)(iii)(C); or

(ii) the relevant period of time in clause 9.14(d)(iii) has expired and the Principal's Representative has not rejected it or made any comments on it (except, in the case of comments, where the Contractor has responded to the comments within the required time period and in a manner satisfactory to the Principal's Representative as referred to in clause 9.14(e)).

Unless otherwise directed by the Principal's Representative, for all programs and schedules provided in accordance with this clause, the Contractor must provide:

(iii) 1 colour printed A3 sized original;

(iv) 3 colour printed A3 copies; and

(v) an electronic version on CD in both pdf and unlocked native format (with all logic links intact and nothing hidden or protected) accompanied by all associated files so that they can be reproduced by the Principal's Representative using Primavera P6.

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10.3 Contractor Not Relieved

Without limiting clause 9.14, 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 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 Deed, including the obligations under clause 10.1;

(b) evidence or constitute the notification of a delay or 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 Deed.

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 Deed 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

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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 of Prevention;

(ii) a cause so described in Schedule 1; or

(iii) a direction to suspend that satisfies clause 10.14(a)(ii),

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 of Prevention 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:

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(i) every 28 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

Subject to clauses 10.16 and 10.17, 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;

(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 of Prevention in the manner described in clause 10.7(b); and

(e) the Contractor is not given a direction to compress under clause 10.15.

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

(f) the Principal will not be liable upon any Claim by the Contractor; and

(g) 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

(a) Subject to clauses 10.10(c), 10.16 and 10.17, 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

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Representative, and notified to the Principal and the Contractor within 28 days after:

(i) 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; or

(ii) where the Principal's Representative has given the Contractor a direction to compress under clause 10.15 and subsequently issued a notice under clause 10.16 withdrawing the direction to compress given under clause 10.15, the date of issue of the notice under clause 10.16.

(b) 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.

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

(i) contributed to the delay; or

(ii) 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.

10.11 Reduction in Time

If the Principal's Representative directs a Variation that omits or deletes any part of the Works:

(a) the Contractor:

(i) may (no later than 10 Business Days after the direction) provide whatever information it considers may assist the Principal's Representative to determine; and

(ii) must provide whatever programming or other information the Principal's Representative directs (and within the time directed) so that the Principal's Representative can determine,

what (if any) adjustment should be made to the Date for Completion of the Works or a Portion; and

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(b) the relevant Dates for Completion of the Works or a Portion or Portions may be reduced by a reasonable period determined by the Principal's Representative having regard to the impact of the Variation and notified to the Principal and the Contractor within 20 Business Days of the date of the Variation.

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

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

(i) a breach of this Deed by the Principal;

(ii) the cancellation of a Track Possession or power isolation listed in Schedule 14:

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

(B) 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; or

(iii) a Variation that satisfies the requirements of paragraph (c) of the definition of Act of Prevention,

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.

(b) Notwithstanding any other provision of this Deed (including any provision of this Deed entitling the Contractor to an increase in the Contract Sum for additional costs, or to the payment of additional costs), 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:

(i) the Contractor encounters in carrying out the Contractor's Activities; or

(ii) arises out of, or in any way in connection with, the breach of this Deed 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

(a) 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. Nothing in this clause 10.14 limits the Principal's rights under clause 2.16.

If the suspension under this clause 10.14(a) arises in the circumstances set out in clause 2.16(f), then clauses 2.16(f) and 2.16(g) will apply, otherwise where it arises as a result of:

(i) the Contractor's failure to carry out its obligations in accordance with this Deed (including under clause 4.6 or clause 4.7 or where the Contractor otherwise fails to comply with its obligations in relation to engineering authorisation or ASA compliance in accordance with this Deed or where any process, procedure, test method, calculation, analysis or report required by this Deed 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

(ii) a cause other than the Contractor's failure to perform its obligations in accordance with this Deed:

(A) a direction to suspend under this clause 10.14(a) will entitle the Contractor to:

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(1) 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

(2) an extension of time to any relevant Date for Completion where it is otherwise so entitled under clause 10.10;

(B) the Contractor must take all reasonably practicable steps possible to mitigate the extra costs incurred by it and any delay in achieving Completion of the Works or any Portion as a result of the suspension; and

(C) 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(a)(ii).

(b) The Contractor may suspend the carrying out of all or a part of the Contractor's Activities to avoid an Incident.

(c) 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 a suspension by the Contractor under clause 10.14(b).

10.15 Direction to Compress

If the Contractor makes a claim under clause 10.8, the Principal's Representative may direct the Contractor to compress the Contractor's Activities by taking those measures which are necessary to overcome or minimise the extent and effects of some or all of the delay, which may include taking the measures necessary in order to achieve Completion of the Works or a Portion by the relevant Date for Completion.

Prior to commencing any such compression the Contractor must give the Principal's Representative an estimate of the costs of taking all such necessary measures.

The Principal's Representative may give such a direction whether or not the cause of delay for which the Contractor has made its claim under clause 10.8 entitles the Contractor to an extension of time to any relevant Date for Completion.

10.16 Withdrawal of Compression Direction

The Principal's Representative may at any time by notice in writing withdraw any direction given by it under clause 10.15, after which the Contractor will be entitled to any extension of time to which it may have otherwise been entitled in respect of the cause of delay in respect of which the Contractor made a claim under clause 10.8. Any such extension will be determined having regard to the effect which the

compression of the Contractor's Activities taken by the Contractor prior to the withdrawal of the direction has had on mitigating the delay which is the subject of the claim for an extension of time made by the Contractor under clause 10.8.

10.17 Partial Compression

If the Principal's Representative gives the Contractor a direction to compress under clause 10.15 and it only applies to part of a delay, the Contractor's entitlement to any extension of time to any relevant Date for Completion, which it otherwise would have had, will only be reduced to the extent to which the direction to compress requires the Contractor to compress to overcome the delay.

10.18 Compression

If the Principal's Representative gives a direction to the Contractor under clause 10.15:

(a) whether or not the Contractor provides a cost estimate under clause 10.15, the Contractor must comply with the direction;

(b) if the Contractor would, but for the direction, have been entitled to an extension of time to the relevant Date for Completion for the cause of delay in respect of which the Contractor made a claim under clause 10.8, the Contractor will, to the extent it would have been entitled to an extension of time, be entitled to be paid the lesser of:

(i) the sum of:

(A) the extra costs reasonably incurred by the Contractor (which, if the Principal's Representative gives a notice to withdraw the direction under clause 10.16 will be those extra costs incurred prior to the giving of such notice) and directly attributable to compressing the Contractor's Activities, as determined by the Principal's Representative; and

(B) that percentage of the amount under sub-paragraph (A) stipulated in Schedule 1; and

(ii) the cost estimate (if any) provided by the Contractor pursuant to clause 10.15; and

(c) 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 cause of delay and the direction, other than for the amount it is entitled to under this clause 10.18.

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10.19 Principal's Right to Liquidated Damages not Affected

The Principal's rights to liquidated damages under clause 12.7 for a failure by the Contractor to achieve Completion of the Works or a Portion by any relevant Date for Completion will not be affected by the Principal's Representative giving the Contractor a direction to compress under clause 10.15.

10.20 Contractor's Entitlements

This clause 10 is an exhaustive code of the Contractor's rights arising out of or in any way in connection with any delay, disruption or Act of Prevention and the Contractor waives all rights at Law to claim any relief from its obligations under this Deed otherwise than in accordance with this clause 10.

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 Deed, in accordance with the procedure in this clause 11.

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

11.2 Payment Claims

The Contractor may give the Principal's Representative a claim for payment on account of the Contract Sum and any other amounts expressly payable by the Principal to the Contractor under this Deed on the latter of:

(a) satisfaction of the conditions precedent to the Contractor's entitlement to make a payment claim set out in clause 11.7; and

(b) the following dates:

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

(ii) for the Completion Payment Claim, within the time required by clause 11.10; and

(iii) for the Final Payment Claim, within the time required by clause 11.12.

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The Contractor agrees with the Principal that each date prescribed in this clause 11.2 as the date on which the Contractor may make a payment claim is, for the purposes of section 8 of the SOP Act, a "reference date".

Each claim for payment must:

(c) generally follow the form of the Payment Schedule and be as the Principal's Representative reasonably requires;

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

(e) Not used;

(f) Not Used;

(g) for each monthly claim pursuant to clause 11.2(b)(i) (a ***Progress Claim***), set out the amount claimed for work completed to the end of the previous month and details of how the amount has been calculated, using the following methodology:

(i) for each part of the Contractor's Activities described in the Payment Schedule which has been completed (subject to any minor Defects) the sum of the amounts in the Payment Schedule (adjusted to allow for any additions and deductions to the Contract Sum) for all such completed parts of the Contractor's Activities;

(ii) to which is added, for each part of the Contractor's Activities described in the Payment Schedule which has not been completed (with the exception of activities associated with items in the Payment Schedule titled "As-built data and asset management documentation" for which payment claims must be made only once complete under clause 11.2(g)(i)) the completed proportion of that part of the Contractor's Activities multiplied by the amount set out for that part in the Payment Schedule;

(iii) to which is added the value of unfixed plant and materials (in accordance with clause 11.8) multiplied by a factor of 85%;

(iv) to which is added any other amounts that may be payable by the Principal to the Contractor pursuant to a provision of this Deed; and

(v) which is reduced, where work is defective or omitted, by the estimated cost of rectifying the Defect or carrying out the omitted work; and

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(h) 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 payment claim under this clause 11 any amount for a Claim which is barred by clause 17.6 or any other provision of this Deed.

11.3 Payment Statements

(a) 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 11.10 or a Final Payment Claim under clause 11.12, 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:

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

(ii) the amount already paid to the Contractor;

(iii) the amount (if any) the Principal directs the Principal's Representative that the Principal is entitled to retain, deduct, withhold or set-off under this Deed;

(iv) the amount (if any) which the Principal's Representative believes to be then payable by the Principal to the Contractor on account of the Contract Sum and 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; and

(v) if the amount in clause 11.3(a)(iv) is less than the amount claimed in the relevant Progress Claim, Completion Payment Claim or Final Payment Claim:

(A) the reason why the amount in clause 11.3(a)(iv) is less than the amount claimed in the relevant Progress Claim, Completion Payment Claim or Final Payment Claim; and

(B) 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.

(b) The issue of a payment statement by the Principal's Representative does not constitute approval of any work nor will it be taken as an admission or evidence that the part of the Works or Contractor's Activities covered by the payment statement has been satisfactorily carried out in accordance with this Deed.

(c) 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 Deed.

(d) The Contractor agrees that the amount referred to in the payment statement in respect of clause 11.3(a)(iv), for the purposes of sections 9 and 10 of the SOP Act, is the amount of the "progress payment" (as defined in that SOP Act) calculated in accordance with the terms of this Deed to which the Contractor is entitled in respect of this Deed.

11.4 Performance and Compliance Incentive Payment Scheme

(a) The Principal aims to achieve a high standard of performance and full compliance by the Contractor for the duration of the project in respect of:

(i) safety;

(ii) rail safety and reliability;

(iii) environmental management;

(iv) communications;

(v) compliance audits;

(vi) quality; and

(vii) time.

(b) Without in any way affecting the obligations of the Contractor under any Law, under any Authority Approval or under this Deed, the Principal agrees to pay the Contractor with each payment by the Principal to the Contractor under clause 11.5(a) an amount (if any) determined under this clause 11.4 as an incentive to the Contractor's continuing level of performance and full compliance.

(c) The amount payable under clause 11.4(b) will be determined by the Principal's Representative in its absolute discretion on a monthly basis in accordance with the Performance and Compliance Incentive Payment Table.

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(d) The maximum amount payable under clause 11.4(b) is set out in Schedule 1. This amount has been calculated taking into account that not all Performance Categories are payable for the same number of months and the maximum amount payable for each Performance Category varies. When payment for the Performance Category commences and the number of months the maximum amount is payable is set out in the Performance and Compliance Incentive Payment Table.

(e) The Principal's Representative must, at the same time as it issues the payment statement under clause 11.3, issue a supplementary payment statement setting out the amount which it has determined as payable under clause 11.4(b). The determination by the Principal's Representative of the amount payable under clause 11.4(b) will be final and binding and not capable of review in any forum.

11.5 Payment

(a) Where, pursuant to clause 11.3(a)(iv), 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, 11.7, 11.10, 11.12, 14.3, 14.7(a)(i) and 16.12, the Principal must, within 15 Business Days of receipt of the payment claim to which the payment statement relates, pay the Contractor the amount set out in the payment statement referred to in clause 11.3(a) in accordance with Schedule 37.

(b) Where, pursuant to clause 11.3(a)(iv), 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(a).

11.6 Payment on Account

A payment of moneys under clause 11.5(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 Deed;

(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 Deed,

but is only to be taken as payment on account.

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11.7 Conditions Precedent

It is a condition precedent to the Contractor's entitlement to make a payment claim under clause 11.2, and the Principal's obligation to make a payment under clause 11.5(a), that prior to submitting the payment claim the Contractor has:

(a) complied with clauses 1.6, 2.2(f)(i), 2.2(f)(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) submitted the initial and updated parts of the Contract Management Plan as required by clauses 4 and 9.14 of this Deed and the TfNSW Standard Requirements;

(d) provided any report and programs required under clause 9.10;

(e) provided the Principal's Representative with:

(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 20, made out not earlier than the date of the payment claim;

(ii) the Contractor's Certificate of Design Compliance and the Designers' Certificates of Design Compliance;

(iii) the Contractor's Certificate of Construction Compliance and Designers' Certificates of Construction Compliance;

(iv) certification by the Contractor that all of the Contractor's Activities and parts of the Works for which payment has been claimed are in accordance with:

(A) the requirements of the Planning Approval; and

(B) all other Authority Approvals; and

(v) where clause 11.18(e) applies, the statement and the evidence (if any) required to be provided by the Contractor pursuant to that clause;

(f) in relation to any unfixed plant and materials which the Contractor proposes to claim in a payment claim, provided the evidence and documents required by, and otherwise satisfied the requirements of, clause 11.8;

(g) effected or procured to be effected the insurances required by clauses 2.2(c) and 13.5 and (if requested) provided evidence of this to the Principal's Representative;

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(h) provided such evidence as the Principal's Representative may require that this Deed has been properly executed by or on behalf of the Contractor and that the Contractor is bound under this Deed; and

(i) done everything else that it is required to do under this Deed before being entitled to make a payment claim or receive payment.

Unless the Contractor has complied with the conditions precedent set out above the Contractor will have no entitlement to submit a payment claim under clause 11.2.

11.8 Unfixed Plant and Materials

The Contractor is only entitled to make a claim for payment for plant or materials intended for incorporation in the Works but not yet incorporated, and the Principal is only obliged to make payment for such plant or materials in accordance with clause11.5(a), if:

(a) the Contractor provides evidence of:

(i) ownership of the plant or materials;

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

(iii) adequate and secure storage and protection;

(b) security acceptable to the Principal in the form of the unconditional undertaking in Schedule 16 issued by an Institution approved by the Principal in an amount equal to the payment claimed for the unfixed plant and materials has been provided by the Contractor to the Principal;

(c) the plant and materials are on the Construction Site or are available for immediate delivery to the Construction Site;

(d) the insurance held and the storage arrangements for the unfixed plant and materials are acceptable to the Principal's Representative;

(e) the condition of the unfixed plant and materials has (if required by the Principal's Representative) been confirmed in an Inspection by the Principal's Representative; and

(f) if the PPS Law applies, the Principal has registered a Security Interest in the unfixed plant or materials in accordance with clause 16.29.

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 progressively in the Principal.

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The security provided in accordance with clause 11.8(b) will be released once the applicable unfixed plant and materials are incorporated into the Works and are fit for their intended purpose.

11.9 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 11.7(e)(i).

(b) If any moneys are shown as unpaid in the Contractor's statutory declaration under clause 11.7(e)(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 11.9 limits or otherwise affects the Principal's rights under section 175B(7) of the *Workers Compensation Act 1987* (NSW), section 18(6) of schedule 2 of the *Payroll Tax Act 2007* (NSW) or section 127(5) of the *Industrial Relations Act 1996* (NSW).

11.10 Completion Payment Claim

(a) No later than 28 days after the issue of the Notice of Completion for the Works or the last Portion to reach Completion, and subject to compliance with clause 11.7, the Contractor may lodge with the Principal's Representative a payment claim marked "Completion Payment Claim" stating:

(i) the Contract Sum;

(ii) all payments received on account of the Contract Sum;

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(iii) the balance (if any) due to the Contractor, being the Contract Sum less the payments referred to in clause 11.10(a)(ii).

The Completion Payment Claim must be accompanied by such information as the Principal's Representative may reasonably require.

(b) 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 Deed which occurred prior to the date of submission of the Completion Payment Claim.

(c) 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 Deed up to the date of submission of the Completion Payment Claim in respect of all Claims included in the Completion Payment Claim and First Statement of Outstanding Claims.

(d) Without limiting clause 11.11, any Claim by the Contractor 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 Deed which occurred prior to the date of submission of the Completion Payment Claim which:

(i) has been made;

(ii) could have been made; or

(iii) should have been made,

that is not included in the Completion Payment Claim or First Statement of Outstanding Claims will be deemed to have been abandoned by the Contractor and is barred.

(e) The First Statement of Outstanding Claims is not a Claim. All Claims must be made separately and at the times provided in the respective clauses dealing with Claims. After lodging the First Statement of Outstanding Claims the Contractor is not entitled to make any further Claim (not identified in the First Statement of Outstanding Claims or the Completion Payment Claim) whatsoever against the Principal, and the Principal will not be liable upon any further Claim by the Contractor except as provided in clause 11.12.

(f) Despite clause 11.10(e), if subsequent to the lodgement by the Contractor of the Completion Payment Claim, a final determination is made under clause

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15 increasing the Contract Sum or otherwise entitling the Contractor to the payment of money (including damages), the Contractor can lodge an amended Completion Payment Claim to take account of the amount of the increase or the payment to which it is entitled. The amended claim must be lodged with the Principal's Representative within 28 days after the final determination is made. If it is not lodged within that time, it is barred.

(g) The claims and statements required under this clause 11.10 are in addition to the other notices which the Contractor must give to the Principal's Representative under this Deed in order to preserve its entitlements to make any such Claims.

(h) Without limiting clause 11.10(g), the Contractor cannot include in any claim or statement under this clause 11.10 any Claims that are barred under this Deed including by clause 17.6.

11.11 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 Deed 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 11.10; and

(b) has not been barred under another provision of this Deed.

11.12 Final Payment Claim

(a) No later than 28 days after the expiration of the last Defects Rectification Period, and subject to compliance with clause 11.7, the Contractor may lodge with the Principal's Representative a payment claim marked "Final Payment Claim" stating the Contract Sum, all payments received on account of the Contract Sum and 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.

(b) 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 Deed which occurred prior to the date of submission of the Final Payment Claim.

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(c) 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 Deed 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.

(d) Without limiting clause 11.13, any Claim by the Contractor 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 Deed which occurred prior to the date of the Final Payment Claim which:

(i) has been made;

(ii) could have been made; or

(iii) should have been made under the paragraph above,

that is not included in the Final Payment Claim or Second Statement of Outstanding Claims will be deemed to have been abandoned by the Contractor and is barred.

(e) The Second Statement of Outstanding Claims is not a Claim. All Claims must be made separately and at the times provided in the respective clauses dealing with Claims. After lodging the Second Statement of Outstanding Claims the Contractor is not entitled to make any further Claim (not identified in the Second Statement of Outstanding Claims or the Final Payment Claim) whatsoever against the Principal, and the Principal will not be liable upon any further Claim by the Contractor.

(f) Despite clause 11.12(e), if subsequent to the lodgement by the Contractor of the Final Payment Claim, a final determination is made under clause 15 increasing the Contract Sum or otherwise entitling the Contractor to the payment of money (including damages), the Contractor can lodge an amended Final Payment Claim to take account of the amount of the increase or the payment to which it is entitled. The amended claim must be lodged with the Principal's Representative within 28 days after the final determination is made. If it is not lodged within that time, it is barred.

(g) The claims and statements required under this clause 11.12 are in addition to the other notices that the Contractor must give to the Principal's Representative under this Deed in order to preserve its entitlements to make any such Claims.

(h) Without limiting clause 11.12(g), the Contractor cannot include in any claim or statement under this clause 11.12 any Claims that are barred under this Deed including by clause 17.6.

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11.13 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 Deed 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 11.12; and

(b) has not been barred under another provision of this Deed.

11.14 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.

11.15 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.

11.16 Costs Allowed by Contractor

Unless otherwise provided in this Deed, 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 18, 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;

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(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.

11.17 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 this Deed that the Contractor was not entitled under this Deed 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

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(v) the payment statement referred to in clause 11.17(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) Nothing in this Deed will affect, restrict or limit the Contractor's right to:

(i) refer for adjudication any dispute falling with section 17 of the SOP Act; or

(ii) suspend the Contractor's Activities under section 15, 16 or 24 of the SOP Act.

(c) 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 Deed.

11.18 Payment Withholding Request under Division 2A of Part 3 of the SOP Act

(a) Without limiting clause 11.9 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 Part 3 of the SOP Act.

(b) 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 Part 3 of the SOP Act, then:

(i) the Principal may plead and rely upon Division 2A of Part 3 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 Part 3 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.

(c) The Contractor agrees not to commence proceedings to recover any amount withheld by the Principal pursuant to a payment withholding request served on the Principal in accordance with Division 2A of Part 3 of the SOP Act.

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(d) Any amount paid by the Principal pursuant to section 26C of the SOP Act will be a debt due and payable from the Contractor to the Principal.

(e) If the Principal withholds money pursuant to a payment withholding request served on the Principal pursuant to Division 2A of Part 3 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 and the Principal's Representative within 5 days after the occurrence of the event in subparagraph (e)(i) or (ii) (as applicable) by providing to the Principal and the Principal's Representative a statement in writing in the form of a statutory declaration together with such other evidence as the Principal or Principal's Representative may require evidencing that the amount has been paid or the adjudication application has been withdrawn (as the case may be).

11.19 Title

Title in all items forming part of the Works will pass progressively to the Principal (or, in respect of Remote Works constructed on Remote Sites, to the Principal's nominee being the relevant entity who is to take the benefit of the Remote Works) on the earlier of payment for or delivery of such items to the Construction Site or Remote Site (as applicable). Risk in all such items remains with the Contractor in accordance with clause 13.1.

12. Completion

12.1 Progressive Inspection and Testing

At any time prior to Completion of the Works or any 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 Deed.

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.

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The tests prescribed in this Deed must be conducted by the Contractor as and when provided for in this Deed, 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 Deed, before conducting a test under this Deed 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 Deed, 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) this Deed provides that 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 Deed;

(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 Deed.

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:

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(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 the 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 the 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 of the Works

(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:

(i) where there are Portions:

(A) in respect of a particular Portion (other than the last Portion to reach Completion), copies of the Contractor's Certificate of

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Portion Completion in respect of the relevant Portion and the Designers' Certificates of Portion Completion in respect of the relevant Portion; and

(B) in respect of the last Portion to reach Completion, copies of all Contractor's Certificates of Portion Completion and the Designers' Certificates of Portion Completion for all Portions; or

(ii) where there are no Portions, copies of the Contractor's Certificate of Works Completion and the Designers' Certificates of Works Completion.

The Contractor's Certificate of Works Completion, and each Contractor's Certificate of Portion Completion, must attach:

(i) a register of all records of verification of design, construction, commissioning and handover (including procurement, testing, and Hold Points and Witness Points). All records are to be satisfactorily completed and signed;

(ii) the final form of the defects management plan referred to in clause 12.2, which incorporates a register of any outstanding minor Defects and proposals for their rectification;

(iii) a register of Asset Management Information provided in accordance with the TfNSW Standard Requirements;

(iv) a register of deficiency notices issued, all of which are required to have been satisfactorily completed and closed out;

(v) a register of concessions granted for non-conforming work; and

(vi) all Authority Approvals including any required for the Principal to occupy and use the Works or Portion (as the case may be) for its intended purposes, in accordance with clause 2.3(c)(vi).

Thereafter the Principal's Representative and the Contractor's Representative must jointly inspect the Contractor's Activities at a mutually convenient time.

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(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) where relevant to the test for Completion of the Works or that Portion, 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 by means of:

(i) where there are Portions:

(A) in respect of a particular Portion (other than the last Portion to reach Completion), a Contractor's Certificate of Portion Completion in respect of the relevant Portion and the Designers' Certificates of Portion Completion in respect of the relevant Portion; and

(B) in respect of the last Portion to reach Completion, copies of all Contractor's Certificates of Portion Completion and the

Designers' Certificates of Portion Completion for all Portions; or

(ii) where there are no Portions, copies of the Contractor's Certificate of Works Completion and the Designers' Certificates of Works Completion,

to which are attached the documents referred to in the second paragraph of clause 12.3(c), and after which the third 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 Deed 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 Deed;

(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 Handover upon Completion

Where there are Portions, the Contractor acknowledges that the Principal will require (in part) 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 Construction Site will then cease in respect of so much of the Construction 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 a Portion has not reached Completion and the parties

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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 Deed, 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.

12.6A Portions

Portions may be created by the Principal's Representative issuing a written notice in which the Principal's Representative must clearly identify for each, the:

(a) portion of the Works;

(b) Date for Completion; and

(c) respective amounts for security and liquidated damages (all calculated pro-rata according to the ratio of the Principal's Representative's valuation of the Portion to the Contract Sum).

12.7 Liquidated Damages for Delay in Reaching Completion

(a) Subject to clause 12.7(f), 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 a Portion up to and including:

(i) the Date of Completion of the Works or the relevant Portion; or

(ii) the date that this Deed is terminated under clause 14,

whichever is first.

(b) The Contractor acknowledges and agrees that:

(i) the liquidated damages payable under clause 12.7(a) in respect of any Portion are cumulative and payable regardless of the Date for Completion, and the Date of Completion, of any other Portion; and

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(ii) where, on any single day, liquidated damages are payable in respect of the failure to achieve Completion of more than one Portion, then the liquidated damages for each Portion will be aggregated and the total payable for that day.

Without limiting the previous part of this clause 12.7(b) where, on any single day, liquidated damages are payable in respect of the failure to achieve Completion of more than one Portion, then the liquidated damages for each Portion will be aggregated and the total payable for that day.

(c) 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.

(d) 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.

(e) 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.

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(f) The Contractor's aggregate liability under clauses 12.7(a), 12.7(d)(ii), 12.7(e) and under clause 3 of Schedule 26 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 it anticipates completing all 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 8. 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).

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(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 clauses 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 Deed;

(b) be taken as an admission or evidence that the Works or the Portion complies with the requirements of this Deed; or

(c) prejudice any rights or powers of the Principal or the Principal's Representative.

12.10 Deferral of Completion Requirement

The Principal's Representative may, in its sole discretion, defer the need for the Contractor to satisfy any specified elements of the requirements of Completion and issue a Notice of Completion of the Works or a Portion. In that event, the Principal's Representative will expressly endorse the Notice of Completion with details of the specific elements deferred and the Contractor must satisfy or achieve those elements within the time directed by the Principal's Representative.

13. Care of the Work, Risks and Insurance

13.1 Care of the Works

Except where it arises from an Excepted 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 the Construction Site, or a part of the Construction Site, until 4:00pm on the Date of Completion of the Works or the last Portion to reach Completion will:

(i) 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;

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(D) Construction Plant;

(E) unfixed plant and materials (whether on or off the Construction 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 Construction Site by a Subcontractor for the purpose of carrying out the Contractor's Activities; and

(ii) provide the storage and protection necessary to preserve these things;

(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 sub-paragraph (a)(i)) 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; 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; and

(c) will be responsible for the care of or for loss or damage to any item under this clause 13.1 unaffected by:

(i) the fact that under Schedule 22 the place in which the item is located is subject to the Control of the Contractor or an Other Contractor; or

(ii) any other provision of Schedule 22.

13.2 Other Risks

The Contractor must indemnify the Principal against:

(a) any loss of or damage to property of the Principal caused by, arising out of, or in any way in connection with, the Contractor's Activities;

(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 caused by, arising out of, or in any way in connection with, the Contractor's Activities; and

(c) (without limiting or otherwise affecting paragraphs (a) or (b)) any loss or damage to existing property in or upon which the Contractor's Activities are being carried out, caused by, or arising out of, or in any way in connection with, the Contractor's Activities,

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but the Contractor's responsibility to indemnify the Principal will be reduced proportionally to the extent that 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 2.13(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 and Public Liability Insurance

Upon entering into this Deed, the policies of insurance a summary of which is included in Exhibit D will come into effect and 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 that it was provided with a copy of terms of the insurance policies in Exhibit D prior to the date of this Deed and it reviewed and examined the terms of those insurance policies and:

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(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 included in Exhibit D 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 included in Exhibit D; and

(c) without limiting or otherwise restricting clause 13.11, 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 in Exhibit D or any insurance taken out under clause 13.4.

13.5 Contractor's Insurance Obligations

The effecting of insurance will not limit the liabilities or obligations of a party under any other provision of this Deed.

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 Deed:

(a) effect and have in place the following insurance with insurers of the Required Rating:

(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

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(B) in addition to the coverage provided under clause 13.4, 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 Construction 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;

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(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;

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(iii) includes a delayed unpacking clause and a 50:50 clause; and

(iv) is for an amount in respect of any occurrence not less than the amount referred to in Schedule 1.

13.6 General Insurance Policies

The Contractor must:

(a) in respect of any insurance policy (including an insurance policy which clause 2.2(c) of this Deed 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 Deed 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 Deed;

(b) ensure that except for 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 clauses 13.4 or 13.5;

(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;

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(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 clause 2.2(c) of this Deed 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 of the Required Rating,

as required by clauses 2.2(c), 13.5 or 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) and 13.5 to the satisfaction of the Principal. The rights given by this 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 clause 13.4, so as to provide cover until the later to occur of:

(i) the Contractor ceasing 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:

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(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 latest to occur of:

(i) the end of the last Defects Rectification Period (including any extension under clause 8.6);

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

(iii) 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)(vii), 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 Deed (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 Deed 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

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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 fulfil 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 Loss or Damage to Third Party Property

(a) Without limiting clauses 13.1 and 13.2, where any loss of or damage to real or personal property (other than the Works, Temporary Works or Construction Plant) occurs arising out of, or in any way in connection with, the carrying out by the Contractor of the Contractor's Activities or a failure by the Contractor to comply with its obligations under this Deed, the Contractor must, at its cost, promptly repair any such loss or damage.

(b) Without limiting clause 16.14, if the Contractor fails to carry out any repair work under clause 13.10(a), the Principal may carry out such work and all costs, losses and damages so suffered or incurred by the Principal will be a debt due and payable from the Contractor to the Principal.

(c) The Contractor must immediately notify the Principal's Representative upon receipt of any letter of demand or notice of claim from or on behalf of any third party or any writ, summons, proceedings, impending prosecution or inquest and immediately forward a copy of any such documents to the Principal's Representative.

13.11 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.

14. Default or Insolvency

14.1 Default

If the Contractor commits a breach of this Deed referred to below, the Principal may give the Contractor a written notice.

The breaches by the Contractor to which this clause applies are:

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(a) not commencing or not progressing the Contractor's Activities regularly and diligently in accordance with the requirements of this Deed, 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 2.8;

(d) failing to ensure that the Principal is promptly notified if the Contactor causes or contributes to the occurrence of an Incident in accordance with clause 2.16(d);

(e) failing to provide evidence of insurance, in breach of clause 13;

(f) failing to use the materials or standards of workmanship required by this Deed, in breach of clause 4.1;

(g) not complying with any direction of the Principal's Representative made in accordance with this Deed, in breach of clause 9.1;

(h) not complying with the requirements of this Deed regarding the Contract Management Plan in a material respect;

(i) not complying with its obligations under clause A7 of Annexure A to the TfNSW Standard Requirements Prelude or the TfNSW Standard Requirements TSR-T1;

(j) not complying with its environmental obligations under this Deed or the TfNSW Standard Requirements;

(k) not complying with its obligations under this Deed or the TfNSW Standard Requirements regarding work health and safety;

(l) the failure to comply with all applicable Law, including the failure to comply with, carry out and fulfil the conditions and requirements of all Authority Approvals in breach of clause 2.3; or

(m) any other failure to comply with a material obligation under this Deed.

14.2 Contents of Notice

A written notice under clause 14.1 must:

(a) state that it is a notice under clause 14.1;

(b) specify the alleged breach;

(c) require the Contractor to remedy the breach or, where the breach is not capable of being remedied, make other arrangements satisfactory to the Principal; and

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(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 following Notice

(a) 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.

(b) 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:

(i) take out of the hands of the Contractor the whole or part of the work remaining to be completed; or

(ii) terminate this Deed.

14.4 Immediate Termination or Immediate 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;

(b) the Contractor is in fundamental breach of this Deed as set out in clause 2.9(b)(i);

(c) 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 2.16(d); or

(d) the Contractor's aggregate liability under clauses 12.7(a), 12.7(d)(ii) and 12.7(e) reaches or exceeds the amount to which its aggregate liability is limited under clause 12.7(f),

then, whether or not the Contractor is then in breach of this Deed, the Principal may, without giving a notice under clause 14.1, exercise the right under clauses 14.3(b)(i) or 14.3(b)(ii).

14.5 Principal's Common Rights After Take-Out or Termination

If:

(a) the Principal:

(i) exercises its rights under clause 14.3(b)(i); or

(ii) terminates this Deed under clauses 14.3(b)(ii), 14.4 or 14.9;

(b) the Contractor repudiates this Deed and the Principal otherwise terminates this Deed; or

(c) this Deed is frustrated under the Law,

then:

(d) the Contractor:

(i) must novate to the Principal or the Principal's nominee those Subcontracts between the Contractor and its Subcontractors that the Principal directs;

(ii) 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(b)(i) or 14.3(b)(ii) (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 Deed; and

(e) the Principal:

(i) will be entitled to require the Contractor to remove from the Construction 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 Construction Site, Remote Sites or Extra Land as are owned by the Contractor and are

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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 14.6, 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 Deed.

14.6 Principal's Entitlements after Take-Out

(a) If the Principal exercises the right under clause 14.3(b)(i), 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(b)(i) 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 14.6(c), if the Principal exercises the right under clause 14.3(b)(i), 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.

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(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 Parties' Rights after Termination

Subject to clause 14.11, if the Principal terminates this Deed under clause 14.3 or clause 14.4, or if the Contractor repudiates this Deed and the Principal otherwise terminates this Deed:

(a) the Principal will:

(i) subject to clause 14.7(b), 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;

(ii) be absolutely entitled to call, convert and have recourse to any unconditional undertaking held under clause 2.8; and

(iii) 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; and

(b) the Contractor will:

(i) for work carried out prior to the date of termination, be entitled to an amount (determined by the Principal's Representative when the Principal has completed the work) that would have been payable if:

(A) this Deed had not been terminated; and

(B) the Contractor submitted a payment claim under clause 11.2 for work carried out to the date of termination; and

(ii) not be entitled to claim for any further payment of money (including for damages) in respect of the termination or for any other reason.

This clause 14.7 will survive the termination of this Deed.

14.8 Contractor's Rights after Repudiation or Wrongful Termination

(a) If the Principal:

(i) repudiates this Deed and the Contractor terminates this Deed; or

(ii) wrongfully:

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(A) exercises or attempts to exercise any right or power conferred on it by clauses 14.3, 14.4 or 14.9; or

(B) determines or purports to determine this Deed at common law,

then the:

(iii) Principal's actions will be deemed to have been a lawful termination in accordance with clause 14.9 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 Deed.

14.9 Termination for Convenience

Without prejudice to any of the Principal's other rights or entitlements or powers under this Deed, the Principal may:

(a) at any time for its sole convenience, and for any reason, by written notice to the Contractor terminate this Deed 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 with Termination under Clause 14.9

If the Principal terminates this Deed under clause 14.9 or is deemed by clause 14.8 to have terminated this Deed under clause 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 Deed 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:

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(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 Construction 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 2.8 when the Contractor has complied with all its obligations under this clause.

The amount to which the Contractor is entitled under this clause 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 Deed 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 Deed other than for the amount payable under this clause 14.10.

This clause 14.10 will survive the termination of this Deed by the Principal under clause 14.9.

14.11 Preservation of Rights

Subject to clause 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 Deed.

14.12 Termination by Frustration

If under the Law this Deed is frustrated the Principal will:

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(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 2.8 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 Deed 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 Deed other than for the amount payable under this clause 14.12.

Without limiting any other provision of this Deed, this clause 14.12 will survive the frustration of this Deed.

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 Deed as repudiated; and

(b) waives all rights at Law to terminate, rescind or treat this Deed as repudiated,

otherwise than in accordance with this clause 14.

15. Disputes

15.1 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 the subject matter of this Deed (***Dispute***), the Dispute must be determined in accordance with the procedure in this clause 15.

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15.2 Notice of Dispute

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 15.4.

15.3 Request for further particulars

Where a Notice of Dispute 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 within 21 days after receipt of the Notice of Dispute the Principal's Representative may request the Contractor to provide further particulars of the Dispute.

If within 14 days after the request the Contractor has not furnished the particulars sought, and where the Dispute relates to a Schedule 1 Dispute, then, whether the direction is by the Principal's Representative or by a person appointed pursuant to clause 9.3(a)(i):

(a) the Contractor will be deemed to have accepted the Principal's Representative's direction as final and binding and the direction 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.

15.4 Time for Submitting Notice of Dispute Concerning Principal's Representative's Direction

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 clauses 11.3 or 11.15, either party may seek to have any such direction opened up, reviewed, decided and substituted pursuant to this clause 15 by giving a Notice of Dispute to the other party and the Principal's Representative.

The Principal will not be liable upon any Claim by the Contractor arising out of or in any way in connection with any such direction by the Principal's Representative in

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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.

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, then, whether the direction is by the Principal's Representative or by a person appointed pursuant to clause 9.3(a)(i), 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 15.5.

If the Contractor fails to give such a notice to the Principal and the Principal's Representative within the time period required:

(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.

15.5 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 15.4, 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 15.5 the direction the subject of the Notice of Dispute will be deemed to be confirmed by the Principal's Representative.

15.6 Response to Notice of Dispute

Where a Notice of Dispute has been given in accordance with clause 15.2 then the party to whom the Notice of Dispute is addressed must:

(a) 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 15.3, 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 15.5, within 42 days of the receipt of the Notice of Dispute,

provide a response in writing indicating whether or not it agrees with the position set out in the Notice of Dispute.

15.6A 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 15.6; or

(ii) if no response is received, the date specified for the provision of a response pursuant to clause 15.6,

(the **"Referral Date"**) 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 the Dispute is not resolved; 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.

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15.7 Expert Determination

If a dispute relates to a Schedule 1 Dispute and is referred for resolution under clause 15.6A and is not resolved within 21 days after the Referral Date, the dispute must be submitted to an expert determination.

The dispute will be referred to an expert determination whether or not the persons described in Schedule 1 have complied with clause 15.6A(a).

15.8 The Expert

The expert determination under clause 15.7 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 Referral Date or an independent industry expert appointed under this clause 15.8:

(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 15.9(e),

an independent industry expert appointed by the President of the Institute of Arbitrators & Mediators Australia.

15.9 Rules of Expert Determination

(a) 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.

(b) The expert determination must be made in accordance with the rules for the expert determination process included in the agreement which appears in Schedule 28 or such other rules as the parties and the expert may agree.

(c) The expert must:

(i) disclose to the parties any interest he or she has in the outcome of the determination; and

(ii) not communicate with one party to the determination without the knowledge of the other.

(d) Each party will:

(i) bear its own costs in respect of any expert determination; and

(ii) pay one-half of the expert's costs.

(e) 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.

15.10 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 set out in Schedule 28 or such other terms as the parties and the expert may agree.

15.11 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 21 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.

15.12 Arbitration Agreement

If:

(a) a notice of appeal is given under clause 15.11; or

(b) the dispute does not relate to a Schedule 1 Dispute and is not resolved within 21 days of the Referral Date,

the dispute must be determined by arbitration in accordance with the following clauses.

The dispute will be referred to arbitration whether or not the persons described in Schedule 1 have complied with clause 15.6A(a).

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15.13 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 Deed, 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 and, subject to clause 15.9, to open up, review and substitute any decision of the expert under clause 15.11 that is not final and binding on the parties pursuant to clause 15.11.

Notwithstanding anything else, to the extent permissible by Law, the arbitrator will have no power to apply or to have regard to the provisions of Part 4 of the *Civil Liability Act 2002* (NSW).

15.14 Survive Termination

This clause 15 will survive the termination of this Deed.

15.15 Continuation of Work

Despite the existence of a Dispute between the parties, the Contractor must:

(a) continue to carry out the Contractor's Activities; and

(b) otherwise comply with its obligations under this Deed.

15.16 Urgent Relief

Nothing in this clause 15 will prejudice the right of a party to seek urgent injunctive or declaratory relief from a court.

15.17 Disputes under Third Party Agreements

(a) A Dispute under this Deed may be concerned with matters that also arise in respect of the respective rights and obligations of the Principal and a Third Party (a ***Common Dispute***) including where the:

(i) Principal is in breach of a provision of this Deed to the extent such a breach is caused by a Third Party under its respective Third Party Agreement;

(ii) Principal is entitled to obtain remedies or benefits under a Third Party Agreement referenced to a Claim by the Contractor under this Deed;

(iii) Contractor has rights against the Principal under a warranty or indemnity or specific right of reimbursement or recovery in this Deed, and there is a corresponding warranty or indemnity or specific right of reimbursement or recovery in a Third Party Agreement; or

(iv) Contractor has a Claim against the Principal and the Principal has a Claim against a Third Party based on the same or similar events or circumstances.

(b) In the event that there is a Common Dispute then the Principal's Representative may, in its absolute discretion, within 28 days of a Notice of Dispute, issue a direction to the Contractor stating that this clause 15.17 applies.

(c) Clauses 15.17(d) to 15.17(k) apply only in relation to Common Disputes for which the Principal's Representative has issued a direction pursuant to clause 15.17(b).

(d) In relation to the relevant Common Dispute:

(i) clauses 15.3 to 15.13 will not apply to the resolution of that Common Dispute; and

(ii) the Contractor acknowledges and agrees that the purpose of this clause 15.17 is:

(A) to provide the Contractor with comparable remedies and entitlements in respect of Common Disputes, and to limit the Contractor's rights against the Principal in respect of Common Disputes by reference to the Principal's rights and entitlements under or in connection with Third Party Agreements; and

(B) not to reduce or disentitle or otherwise affect the validity of any Claim by the Principal against a Third Party under, arising out of, or in any way in connection with the respective Third Party Agreement.

(e) In respect of the relevant Common Dispute:

(i) the Contractor's entitlement to receive compensation from the Principal, and the Principal's liability to pay compensation to the Contractor, will only arise at the time the relevant Common Dispute is resolved or determined;

(ii) if any compensation is payable by the Principal to the Contractor under this Deed in respect of the Common Dispute, the Contractor

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will have the same entitlement to recover compensation under this Deed as the Principal has to recover that compensation from a Third Party under the respective Third Party Agreement;

(iii) any rights the Contractor has against the Principal will not exceed the equivalent relief, benefit or payment to which the Principal is entitled under the relevant Third Party Agreement; and

(iv) the Principal will pass through to the Contractor the proportion of the damages or other form of relief to which the Principal is entitled:

(A) to the extent referable to the Contractor, including any liability, Claim or loss of the Contractor; and

(B) determined by reference to what is actually compensated or allowed by a Third Party under the respective Third Party Agreement.

(f) The Principal agrees to:

(i) request of the relevant Third Party that the Contractor be permitted to directly make representations in respect of the Common Dispute;

(ii) if it is unable to obtain the Third Party's consent as contemplated under clause 15.17(f)(i), make on behalf of the Contractor whatever representations in respect of the Common Dispute that the Contractor reasonably requests; and

(iii) provide:

(A) regular updates to the Contractor; and

(B) whatever information and documents the Contractor reasonably requests,

as to the progress of the Common Dispute.

(g) The Principal's liability to pay the Contractor:

(i) is satisfied by payment to the Contractor in accordance with this clause 15.17; or

(ii) if the Third Party is not liable to the Principal, is deemed to be satisfied on the determination of that matter (whether by dispute resolution under the respective Third Party Agreement or otherwise), provided that:

(A) the Principal has complied with its obligations under this clause 15.17 with respect to recovery of the Principal's and the Contractor's entitlements from the Third Party; and

(B) all appeals from such determination have been exhausted.

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(h) The Contractor agrees:

(i) to provide all documents, assistance, and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with the Common Dispute;

(ii) that where a Third Party Agreement contemplates:

(A) a dispute resolution process other than litigation (including arbitration, expert determination, mediation or any other dispute resolution process):

(1) that dispute resolution process will apply as between the Principal and the Contractor (including any rules or other terms relating to procedure); and

(2) the Contractor consents to the Common Dispute being heard together with (or consolidated with) that dispute resolution process; and

(B) litigation, the Contractor consents to the Common Dispute being consolidated with (or heard together with) that litigation; and

(iii) to be bound by the outcome of the Common Dispute resolution process to the extent it affects the Contractor's rights and obligations under this Deed.

(i) The Contractor's entitlement to a remedy will not be reduced to the extent to which the Principal's entitlements under a Third Party Agreement are reduced or extinguished due to the Principal's breach or failure to comply with the Third Party Agreement or other act or omission (to the extent not caused by the Contractor).

(j) To the extent the Contractor has recovered compensation in respect of a Common Dispute under another provision of this Deed, then the Contractor is not entitled to the same compensation under this clause 15.17.

(k) Any payment to which the Contractor is entitled under this clause 15.17 shall be paid by the Principal to the Contractor within 20 Business Days from the date of the settlement or determination of such entitlement under or in connection with the Third Party Agreement.

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16. General

16.1 Notices

(a) The Contractor acknowledges that the Principal intends to use an electronic portal or document management system for the purposes of this Contract. Promptly after the date of this Contract the Principal will provide a notice to the Contractor which confirms:

(i) the relevant electronic portal or document management system;

(ii) the commencement date for the use of the electronic portal or document management system;

(iii) any password, login details or similar information required for the Contractor to use the electronic portal or document management system;

(iv) address details for the Principal, the Principal's Representative and the Contractor; and

(v) any other information reasonably necessary for the use and service of notices via the electronic portal or document management system.

(b) Any notices contemplated by this Deed must be in writing and must:

(i) in the case of notices by the Contractor:

A without limiting clause 16.1(b)(i)(B), be sent to the electronic portal address of the Principal or the Principal's Representative (as applicable); and

B under clauses 10, 11, 12, 14, 15 or 17 or concerning a claim for payment (including any communication in respect of the SOP Act), in addition to the copy of the notice sent pursuant to clause 16.1(b)(i)(A), also be 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 notified by the intended recipient) unless otherwise expressly directed by the Principal's Representative in writing; and

(ii) in the case of notices by the Principal or the Principal's Representative:

A be 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 notified by the intended recipient); or

B except in relation to notices by the Principal under clauses 14.3, 14.4, 14.9 or 15, be sent to the electronic portal address of the intended recipient.

(c) For the avoidance of doubt, no notice referred to in clause 16.1(b)(i)(B) shall be effective unless delivered in accordance with both clauses 16.1(b)(i)(A) and 16.1(b)(i)(B).

(d) Subject to clause 16.1(g), a notice sent by the electronic portal will be taken to have been received on the date recorded on the notice on which it was registered on the electronic Portal.

(e) Subject to clause 16.1(g), 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.

(f) Subject to clause16.1(g), 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 clause 16.1(b)(i)(B) or 16.1(b)(ii)(A) (as applicable), which is a Business Day.

(g) Where clause 16.1(b)(i)(B) applies, the relevant notice will be taken to have been received on the later of:

(i) the date determined in accordance with clause 16.1(d); and

(ii) the date determined in accordance with clause 16.1(e) or 16.1(f) (as the case may be).

16.2 Law and Jurisdiction

(a) This Deed is governed by and will be construed according to the Laws of New South Wales.

(b) Where clause 15.16 applies:

(i) the parties irrevocably submit to and accept, generally and unconditionally, the non-exclusive jurisdiction of the courts and appellate courts of the State of New South Wales with respect to any proceedings that are permitted to be brought at any time under clause 15.16; and

(ii) in respect of the jurisdiction referred to in clause 16.2(b)(i) the parties irrevocably waive any objection they may now or in the future have to

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the venue of any action or proceeding, and any claim they may now or in the future have that any action or proceeding has been brought in an inconvenient forum.

16.3 No Waiver

(a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by Law or under this Deed by the Principal will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by Law or under this Deed.

(b) Any waiver or consent given by the Principal under this Deed will only be effective and binding on the Principal if it is given or confirmed in writing by the Principal.

(c) No waiver by the Principal of:

(i) a breach of any term of this Deed; or

(ii) any other failure by the Contractor to comply with a requirement of this Deed, 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 Deed or failure to comply with any other requirement of this Deed.

16.4 Assignment

The Contractor cannot assign its rights or liabilities under this Deed 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 Deed and the Deed of Disclaimer 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 and the Deed of Disclaimer; and

(b) any correspondence or other documents relating to the subject matter of this Deed and the Deed of Disclaimer that may have passed between the parties

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prior to the date of this Deed and that are not expressly included in this Deed and the Deed of Disclaimer.

16.6 Joint and Several Liability

The obligations of the Contractor, if more than one person, under this Deed, 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 Deed) 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 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.

16.8 Indemnities to Survive

Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Deed.

Nothing in this clause 16.8 prevents any other provision of this Deed, as a matter of interpretation also surviving the termination of this Deed.

It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Deed.

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 Deed and the performance of its obligations in respect of this Deed.

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:

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(i) keep confidential this Deed and any information relating to the Contractor's Activities and any discussions concerning this Deed;

(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 or to an expert or other person appointed under this Deed or an agreed arbitrator.

(c) The Contractor must:

(i) execute and submit to the Principal within 14 days of this Deed a Confidentiality Undertaking;

(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 Deed (and information concerning the terms of this Deed) under or in accordance with any one or more of the following:

(i) the *Government Information (Public Access) Act 2009* (NSW); and

(ii) to satisfy the disclosure requirements of the New South Wales Auditor General or to satisfy the requirements of Parliamentary accountability.

(e) The Contractor must provide to the Principal any other information which the Principal reasonably requires to comply with its obligations under clause 16.11(d).

16.12 Right of Set-Off

The Principal may 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 Part 3 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 Deed or otherwise at Law.

If those moneys are insufficient, the Principal can have recourse to the security held under clause 2.8.

16.13 Entire Contract

Despite any progress payments that may be made to the Contractor under clause 11.5(a), this Deed 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 Deed 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 Deed 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 Unlimited Discretion

(a) Except as expressly provided in this Deed (including in clause 16.15(c)) no procedural or substantive limitation (including any which may otherwise be

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implied by Law) is intended to be imposed upon the manner in which the Principal or the Principal's Representative may exercise any discretion, power or entitlement conferred by this Deed.

(b) Without limiting clause 16.15(a):

(i) except as expressly provided in this Deed (including in clause 16.15(c)) neither the Principal nor the Principal's Representative will be:

(A) constrained in the manner in which it exercises; or

(B) under any obligation to exercise,

any discretion, power or entitlement conferred by this Deed because of the operation of any legal doctrine which in any way limits or otherwise affects the express words used in the provision of this Deed conferring the discretion, power or entitlement; and

(ii) any approval or consent referred to in, or required under, this Deed from the Principal or the Principal's Representative may be given or withheld, or may be given subject to any conditions, as the Principal or the Principal's Representative (in their absolute discretion) think fit, unless this Deed expressly provides otherwise.

(c) Nothing in this clause 16.15 will prevent the implication of a term into this Deed where the implication of the term is required to ensure that this Deed (or a part of this Deed) is not void or voidable due to uncertainty or any other legal principle.

16.16 No Partnership, Joint Venture or Other Fiduciary Relationship

Nothing in this Deed will be construed or interpreted as constituting the relationship between the Principal on one hand and the Contractor on the other hand as that of partners, joint venturers or any other fiduciary relationship.

16.17 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 Deed. 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.

16.18 Indemnity

The Contractor must indemnify the Principal against:

(a) any liability to or claim by any other person (including any Third Party); and

(b) all costs, expenses, losses, damages, fines and penalties suffered or incurred by the Principal,

arising out of, or in any way connected with:

(c) the Contractor's breach of a term of this Deed;

(d) any obligation under any Third Party Agreement (including Draft Third Party Agreements and executed Third Party Agreements) which the Contractor is obliged to perform under clause 2.12(a)(ii);

(e) the Contractor's Activities during a Track Possession or power isolation; or

(f) any Defect or the consequences of a Defect,

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 liability claim, costs losses or damages.

16.19 Variations

Subject to clauses 2.12(b) and 6.3, this Deed may only be varied by a document signed by or on behalf of both the Principal and the Contractor.

16.20 Provisions Limiting or Excluding Liability

Any provision of this Deed 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.

16.21 Limit of Contractor's Liability

Subject to clause 16.23, the liability of the Contractor to the Principal, whether arising under or in connection with this Deed 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 on any basis in Law, is limited to the Contract Sum.

16.22 No Liability for Certain Matters

Subject to clause 16.23, the Contractor will 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.

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16.23 Qualification on Limitation of Liability

Clauses 16.21 and 16.22 do 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 Deed or under an insurance policy, the Contractor would have received payment or been indemnified under an insurance policy effected in accordance with this Deed;

(c) the Contractor's liability to pay liquidated damages under clause 12.7(a) or general damages under clause 12.7(e);

(d) the Contractor's liability to indemnify the Principal under clauses 2.5(a)(vi), 2.7(c), 2.12(c), 3.4(b)(iv), 3.7(d), 3.9(f), 3.14(d), 5.8(c)(ii), 5.11(a)(ii), 12.7(d)(ii) or 13.2 or for breach of clause 2.9;

(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 Deed;

(g) the Contractor's liability for Abandonment

(h) the Contractor's liability to indemnify any Rail Transport Agency under the deed poll executed in the form of Schedule 26; or

(i) liability out of which by Law the Contractor cannot contract.

16.24 No Circularity

(a) In determining:

(i) whether an insurance policy extends to cover this Deed in respect of any matters referred to in clauses 16.21 or 16.22 and the liability (if any) of the Contractor arising out of or in connection with the matter; or

(ii) the amount recovered or recoverable by the Contractor under an insurance policy in connection with a matter referred to in clauses 16.21 or 16.22,

(together the ***Determinable Matters***), the limitation on the Contractor's liability pursuant to clauses 16.21 or 16.22 will be disregarded and it must be assumed that the Contractor has paid in full the amount of its liability to the Principal (unlimited by clauses 16.21 or 16.22) in a manner which entitles the Contractor to claim under the relevant insurance policy.

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(b) The Contractor waives and disclaims any right or entitlement it may now or in the future have, but for this clause 16.24(b), to:

(i) not disregard clauses 16.21 or 16.22, in connection with any determination of the Determinable Matters; or

(ii) do any of the following:

(A) claim or assert (including by way of defence, counter-claim or third party proceeding); or

(B) instigate, participate in, consent to, or lend its name to, any action or proceedings of any kind under which it is claimed or asserted (including by way of defence, counter-claim or third party proceeding),

that clauses 16.21 or 16.22 are not to be disregarding in connection with the determination of the Determinable Matters.

(c) The parties agree that clauses 16.24(a) and 16.24(b) may be pleaded in bar to any claim or assertion by:

(i) the Contractor; or

(ii) any insurer;

in any Claim to the effect that clauses 16.21 or 16.22 are not to be disregarded as provided in clause 16.24(a).

(d) If for any reason in relation to a matter referred to in clauses 16.21 or 16.22:

(i) clauses 16.24(a) to 16.24(c) (or any of them) are unenforceable, void, voidable or illegal, clauses 16.21 and 16.22 will be of no force or effect and will be treated as if they were severed from, and had never been terms of, this Deed; and

(ii) the Contractor, or an insurer is for any reason not obliged to disregard, or is for any reason entitled to have regard to, clauses 16.21 and 16.22 in determining the Determinable Matters, then clauses 16.21 and 16.22 will treated as if they were severed from and had never been terms of, this Deed and as of no force or effect whatsoever as against the person(s) who is so not obliged, or who is so entitled.

16.25 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 Deed whether such rights,

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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 Deed with respect to proportionate liability are as specified in this Deed 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 Deed 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 Deed, 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 Deed to effect or maintain (including the professional indemnity policy referred to in clause 13.5(a)(iv)):

(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 Deed.

(e) The powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on an expert or arbitrator appointed in accordance with the provisions of this Deed.

An expert or arbitrator (as the case may be) has no power to make a binding or non-binding determination or any award in respect of a claim by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any dispute referred to the expert or arbitrator.

16.26 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 Deed will be deemed to be governed by the provisions of this Deed 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 Deed 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 Deed.

16.27 Design Life

(a) The Contractor waives any and all rights it may have under sections 14 and 16 of the *Limitation Act 1969* (NSW) and section 109ZK of the *Environmental Planning and Assessment Act 1979* (NSW) in respect of the design lives of the asset elements referred to in clause 2.8 of the Works Brief where those design lives are for periods longer than those provided for in those Acts.

(b) If the waiver referred to in clause 16.27(a) is held to be without effect or otherwise unenforceable, or if it is severed from this Deed, the Contractor shall indemnify and keep the Principal indemnified at all times from and against all costs that the Principal may suffer or incur out of the Principal's loss of the benefit of the waiver.

(c) The indemnity in clause 16.27(b) is to continue and remain in full force and effect until the expiration of the last of the design lives referred to in clause 2.8 of the Works Brief.

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(d) The parties agree that any action by the Principal on the indemnity in clause 16.27(b) is not a "building action" for the purposes of section 109ZI of the *Environmental Planning and Assessment Act 1979* (NSW).

16.28 Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

16.29 Personal Property Securities Act

(a) By signing this Deed, the Contractor acknowledges and agrees that if this Deed 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 Deed 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 Deed.

(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 Deed 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 275(7)(c) of the PPS Act to authorise the disclosure of the above information.

16.30 Vienna Convention

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Deed.

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;

(b) 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

(c) continue to carry out the Contractor's Activities in accordance with this Deed 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 Deed by the Principal) under, arising out of, or in any way in connection with, this Deed, the Contractor's Activities or the Works, including anything in respect of which:

(a) it is otherwise given an express entitlement under this Deed; or

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(b) this Deed 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 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 Deed 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 Deed or otherwise, and if based on a term of this Deed, clearly identifying the specific term;

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(C) the facts relied upon in support of the Claim in sufficient detail to permit verification; and

(D) details of the amount claimed and how it has been calculated.

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 28 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(g), 15.1, 15.2, 15.3, 15.4, 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 Deed 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.

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18. General Provisions Relating to GST

(a) The parties acknowledge that unless otherwise expressly stated all amounts of monetary consideration in this Deed 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 Deed, including the Contractor's Activities or the Works, the party providing consideration for the supply (***Recipient***) must pay an additional amount to the Supplier equal to the GST payable by the Supplier (or representative member of a GST group of which the Supplier is a member) in relation to the supply.

(c) Any amount payable under clause 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 Deed 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 Deed, where the Recipient is the Contractor, it will not be obliged to pay any amount in respect of GST to the Principal (whether under this clause 18 or otherwise) in respect of a taxable supply made by the Principal unless the Principal issues to the Contractor, a tax invoice that complies with the GST Legislation in respect of that taxable supply.

(f) The parties agree that the Principal must issue to the Contractor:

(i) a tax invoice for each taxable supply it makes to the Contractor;

(ii) a Recipient Created tax Invoice (***RCTI***) for each taxable supply made by the Contractor to the Principal; and

(iii) an adjustment note for any adjustment event.

The Contractor must not issue a tax invoice in respect of any supply it makes to the Principal.

(g) Each party must be registered for GST and must notify the other party if it ceases to be registered for GST or to comply with any of the requirements of any taxation ruling issued by a taxation authority relating to the creation of RCTIs.

(h) If the GST payable in relation to a supply made by the Supplier under this Deed varies from the additional amount paid by the other party under this

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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).

(i) In this clause 18:

(i) terms defined in GST Legislation have the meaning given to them in GST Legislation; and

(ii) any part or progressive or periodic component of a supply that is treated as a separate supply for GST purposes (including attributing GST to tax periods) will be treated as a separate supply.

19. NSW Code of Practice

19.1 NSW Code and NSW Guidelines

In addition to terms defined in this Deed, terms used in this clause 19 have the same meaning as is attributed to them in the NSW Guidelines. The NSW Code and NSW Guidelines are available at www.industrialrelations.nsw.gov.au.

19.2 Primary Obligation

(a) The Contractor must at all times comply with, and meet any obligations imposed by the NSW Code and the NSW Guidelines.

(b) The Contractor must notify the CCU and the Principal of any possible non-compliance with the NSW Code and NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.

(c) Where the Contractor engages a Subcontractor, the Contractor must ensure that the contract imposes on the Subcontractor equivalent obligations to those in this clause 19, including that the Subcontractor must at all times comply with, and meet any obligations imposed by, the NSW Code and the NSW Guidelines.

(d) The Contractor must not appoint or engage another party in relation to the Works where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Code or NSW Guidelines.

19.3 Access and information

(a) The Contractor must maintain adequate records of compliance with the NSW Code and NSW Guidelines by it, its Subcontractors and related entities.

(b) The Contractor must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:

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(i) enter and have access to sites and premises controlled by the Contractor, including but not limited to the Construction Site;

(ii) inspect any work, material, machinery, appliance, article or facility;

(iii) access information and documents;

(iv) inspect and copy any record relevant to the Works;

(v) have access to personnel; and

(vi) interview any person,

as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Code and NSW Guidelines, by the Contractor, its Subcontractors and related entities.

(c) The Contractor, and its related entities, must agree to, and comply with, a request from authorised personnel (including personnel of the CCU) for the production of specified documents by a certain date, whether in person, by post or electronic means.

19.4 Sanctions

(a) The Contractor warrants that at the time of entering into this Deed, neither it, nor any of its related entities, are subject to a sanction in connection with the NSW Code or NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and NSW Guidelines apply.

(b) If the Contractor does not comply with, or fails to meet any obligation imposed by, the NSW Code or NSW Guidelines, a sanction may be imposed against it in connection with the NSW Code or NSW Guidelines.

(c) Where a sanction is imposed:

(i) it is without prejudice to any rights that would otherwise accrue to the parties; and

(ii) the State of NSW (through its agencies, Ministers and the CCU) is entitled to:

(A) record and disclose details of non-compliance with the NSW Code or NSW Guidelines and the sanction; and

(B) take them into account in the evaluation of future procurement processes and responses that may be submitted by the Contractor, or its related entities, in respect of work to which the NSW Code and NSW Guidelines apply.

19.5 Compliance

(a) The Contractor bears the cost of ensuring its compliance with the NSW Code and NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Guidelines. The Contractor is not entitled to make a claim for reimbursement or an extension of time from the Principal or the State of NSW for such costs.

(b) Compliance with the NSW Code and NSW Guidelines does not relieve the Contractor from responsibility to perform the Works and any other obligation under this Deed, or from liability for any Defect in the Works or from any other legal liability, whether or not arising from its compliance with the NSW Code and NSW Guidelines.

(c) Where a change in this Deed or the Works is proposed, and that change may, or may be likely to, affect compliance with the NSW Code and NSW Guidelines, the Contractor must immediately notify the Principal (or nominee) of the change, or likely change and specify:

(i) the circumstances of the proposed change;

(ii) the extent to which compliance with the NSW Code and NSW Guidelines will be, or is likely to be, affected by the change; and

(iii) what steps the Contractor proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to a Workplace Relations Management Plan or Work Health and Safety Management Plan),

and the Principal will direct the Contractor as to the course it must adopt within 10 Business Days of receiving notice.

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1. Contract Particulars

Commencement Date: (Clauses 1.1 and 1.7)	The date of execution by the last party to execute this Deed
Conditions Precedent to Completion: (Clause 1.1)	Nil in addition to those expressed elsewhere in the Deed.
Date for Completion: (Clause 1.1)	27 May 2016
Defects Rectification Period: (Clause 1.1)	The Defects Rectification Period will be the period commencing on the Date of Completion and expiring 12 months after the Date of Completion.
Environmental Representative: (Clause 1.1)	As nominated by the Principal after the date of this Deed.
Other Excepted Risk: (Clause 1.1)	Nil in addition to those expressed elsewhere in the Deed.
Is a First Hundred Day Program required? (Clause 1.1)	No

Interface Contractors:
(Clause 1.1)

[redacted]

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Nominated Subcontractor and Nominated Subcontract Work:
(Clauses 1.1 and 2.2(b)(i)(B))

Nominated Subcontractor	Nominated Subcontract Works
[redacted]	

Original Contract Price:
(Clause 1.1)

$ 25,176,600

Twenty five million and one hundred and seventy six thousand and six hundred dollars (excluding GST).

A breakdown of the Contract Sum is included in Schedule 2.

Portions:
(Clause 1.1)

Nil

Principal's Representative: (Clause 1.1)	John Templeman, Project Director – Transport Access Program Transport for NSW Level 5, Tower A, Zenith Centre 821 Pacific Highway, Chatswood, NSW 2067
Project Safety Management Plan (Clause 1.1)	Nil
Provisional Sum Work: (Clauses 1.1 and 7.3)	Nil
Third Party Agreements: (Clauses 1.1 and 2.12(b))	Drafts: (a) Easy Access Upgrade Deed - City of Sydney Council (b) Transport Access Program Project Safety Interface Agreement - Sydney Trains
Working days: (Clause 1.2(m))	Monday to Saturday excluding public holidays in NSW and rostered days off, plus any day included in a Track Possession.
Order of Precedence: (Clause 1.4(b))	(a) General Conditions and the Schedules; then (b) the TfNSW Standard Requirements; then (c) the Works Brief and appendices (excluding the Preliminary Design); then (d) the Preliminary Design; then (e) the Exhibits (excluding Exhibit G) not specifically stated in (b), (c) or (d).

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Names of persons in whose favour the Deed Polls in Schedule 26 and Schedule 36 are required: (Clause 1.6)	Sydney Trains
Amount for approval of Subcontracts: (Clause 2.2(b)(iii)(B))	$500,000

Subcontractors required to effect professional indemnity insurance and minimum amount of professional indemnity insurance required:
(Clause 2.2(c) and 2.2(c)(i)(B))

• Pells Sullivan Meynink Engineer Consultants • SMEC Australia • Robert Bird Group	$20,000,000
All other Subcontractors carrying out design	$10,000,000

Subcontractors minimum period prior to expiry of professional indemnity insurance (Clause 2.2(c)(i)(D))	6 years from completion of the subcontract works or professional services
Subcontract prices for which security of payment provisions are required: (Clause 2.2(f)(i))	Subcontracts with an initial price of $25,000 or greater.
Subcontractors required to execute deed in form of Schedule	Subcontracts with an initial price of $500,000 or greater.

23:

(Clause 2.2(f)(iv)(A))

(Clause 2.2(f)(iv)(B)) All subcontracts and consultant engagements that include an element of design.

Warranties required from Subcontractors:
(Clause 2.2(g))

Item	Warranty Period
Architectural, Building and Structural Works	
Structural concrete columns, floors, concrete shafts, masonry, walls and roof structural elements	25 years
Ceilings	Manufacturers standard warranties apply
Custom balustrades / handrails	10 years
Membranes / Tanking / Waterproofing	10 years
Architectural grade steelwork including custom balustrades / handrails and fabricated metalwork	10 years
Masonry	25 years
Structural steel	25 years
Fabricated metalwork	10 years
Roofing and Roof Installation	25 years
Fall Arrest System	20 years
Civil Works	
Paving and Tiling including grouting	Manufacturers standard warranties apply
Mechanical	
Mechanical Ventilation including air conditioning	5 years

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plant & equipment	
Air Conditioning Plant & Equipment	5 years
External Louvres	10 years
Electrical	
Electrical and data	Manufacturers standard warranties apply
Hydraulic	
Hot water unit	5 years
Fire Protection	
Fire Extinguishers	5 years
Fire rated doors	2 years
Services and Systems	
Building systems and services	Manufacturers standard warranties apply
Finishes	
Interior Paint Finish	10 years
Finishes including exterior clear sealer / anti-graffiti coating, exterior paint finish for the steel, powdercoat, finish and exterior paint finish	10 years
Steel coatings	Manufacturers standard warranties apply
Glazed roof	15 years
Dry-wall / plasterboard and fibre cement linings	Manufacturers standard warranties

	apply
Resilient materials (including vinyl finishes)	Manufacturers standard warranties apply
Others	
Non-Fire Rated Doors and Hardware	5 years
Door Seals	2 years
Joinery	2 years
Custom wall panelling / ceilings	2 years
Timber flooring	2 years
All glazing / windows	15 years
Curtain wall (including metal panels, louvres, sun screens, canopies)	10 years
Carpet and viny and flooring	7 years
Carpentry	2 years

Subcontractors required to execute a deed of novation if directed by the Principal:
(Clause 2.2(h))

Subcontracts with an initial price of $500,000 or greater.

All subcontractors and consultant engagements that include an element of design.

Parent Company Guarantor:
(Clause 2.8(g))

[redacted]

Period after notice for inspection of Contemporaneous Work:
(Clause 2.11(a))

14 days

Number and form of copies of the work method statements: (clause 2.13(b)(vii))	1 electronic and 1 hard copy
Working hours and working days: (Clause 2.17)	With the exception of Works undertaken during a Track Possession, the Contractor shall only undertake construction activities associated with the Works and the Temporary Works during the following hours: (a) 7:00am to 6:00pm, Mondays to Fridays, inclusive; (b) 8:00am to 1:00pm, Saturdays; (c) at no time on Sundays or public holidays; and (d) at any other time as directed by the Principal's Representative in writing at its absolute discretion.
Site access preconditions: (Clause 3.1(c)(ii)(E))	As set out in Schedule 11 and Schedule 22
Rates for determining increase in Contract Sum for failure to give access: (Clause 3.1(e)(ii))	[redacted]
Number of copies of documentation and Design Documentation: (Clauses 2.13(b)(vii), 3.9(d)(ii), 3.10(d)(ii), 5.5 and 9.14(p))	1 printed original, 3 printed copies and an electronic version on CD (in both pdf and native formats).

Percentages to be applied to Variation and daywork costs:
(Clause 6.4 and 6.7)

Clause No	Description	Percentage
6.4(b)(i)(C), 6.4(b)(ii)(A)	For Overhead Costs and profit where there is an	[redacted]

	increase in the Contract Sum due to a Variation	
6.4(b)(i)(C), 6.4(b)(ii)(B)	For off-site overheads described in clause 33.2 of Schedule 33 and profit where there is a decrease in the Contract Sum due to a Variation	[redacted]
6.7	For Overhead Costs and profit where works are to be carried out as dayworks	[redacted]

Valuation of Variation in respect of the provision of spare parts:

(Clause 6.4(b)(iii))

Invoiced cost to the Contractor plus 10%

Percentage for off-site overheads described in clause 33.2 of Schedule 33 and profit for Provisional Sum Work:

(Clause 7.3(b)(ii)(B))

[redacted]

New Defects Rectification Period expiry date:

(Clause 8.6(b)(v))

The date that is 12 months following completion of the rectification of the Defect (or the part) or completion of the Variation work (as the case may be).

Contractor's Personnel:

(Clauses 9.5(a)(i) and 9.5(b)(i))

Contractor's Representative – [redacted]

Position - Project Director

POSITION	NAME	ALLOCATION TO PROJECT
Project Director	[redacted]	
Project Manager		
Project Engineer		
Design Manager		
Design Engineer		
General Foreman		
Site Foreman		
Site Engineer		
Civil Structures Project Engineer		
Station Systems Project Engineer		
WHS Manager		
Safety Assurance Manager		
Rail Safety Manager		
Environmental Manager		
Community Relations Manager		

Scheduler	[redacted]
Contracts Administrator	
Civil/ Tunnels Advisor	
Civil/ Tunnels Manager	

Design Team:

COMPANY	DESIGN DISCIPLINE	POSITION	NAME
Arenco	Principal's main point of contact	Design Manager	[redacted]
DesignInc	Architect/Urban Design	Designer	
		Checker	
		Verifier	
JMD Design	Landscape Architects		
BCA Logic	BCA Advisor/certifier	BCA Advisor/certifier	
BCA Logic	Accessibility Advisor/ Certifier	Accessibility Advisor/ Certifier	
MSA Consultants	BCA/DDA Certifier		

			[redacted]
RBG	Civil Engineer	Designer	
		Checker	
		Verifier	
RBG	Structural Engineer	Designer	
		Checker	
		Verifier	
NDY	Mechanical Engineer		
NDY	Hydraulic Engineer		
NDY	Electrical (LV) Engineer		
NDY	Fire Engineer		
KGCB	Quantity Surveyor		
GTA	Traffic Transport & Access Advisor		
NDY	Communication Engineer		
Land Surveys	Surveyor		
PSM	Geotechnical Engineer		
Airsafe	Hygienist		
IA Group	Security Advisor (NSW Class 2a)		

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OCP Architects	Heritage Advisor	Principal	[redacted]
		Senior Heritage Architect	
PCCD	Noise and Vibration		
On Site Enviro	Ecologist/arborist		
NDY	ESD Advisor		
CSM Services	Risk/Safety Advisor		
Intec 1	Security Consultant		
SMEC	Structural	Class 1 Verifier	
	Construction Phase Monitoring	Class 1 Verifier	
	Tunnelling	Class 1 Verifier	
	Civil	Class 1 Verifier	
NDY	Fire Protection		
		Project Coordinator	
		Project Director	

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Full-time dedicated positions: (Clause 9.5(b)(iii))	Project Manager – [redacted] Project Engineer – [redacted] Construction Manager – [redacted] Design Manager – [redacted] WHS Manager - [redacted] Site Foreman – [redacted] Site Engineer – [redacted] Community Relations Manager – [redacted] [redacted] – Integrated Analysis Civil Structures Construction Manager - [redacted] Station Systems Construction Manager – [redacted] Contracts Administrator - [redacted]
Number of copies of report: (Clause 9.10(b))	1 printed original, 3 printed copies and an electronic version on CD (in both pdf and native formats)
Causes of delay entitling Contractor to claim extension of time: (Clause 10.7(a)(ii))	• a Force Majeure Event; • a Change in Law to which clause 2.3(g) applies; • a change in an Authority Approval (other than a Third Party Agreement), but only where the change has a direct effect on the Contractor carrying out the Contractor's Activities; • a Change in Codes and Standards in respect of which a Variation is directed under clause 2.3(b)(ii)(B); • a strike that is industry-wide and not specific to the Contractor, the Site, a Remote Site or the Contractor's Activities; • any:

(a) Authority order or direction referred to in clause 2.4(a)(v);

(b) order by a court or tribunal referred to in clause 2.4(a)(vi); or

(c) direction by the Principal or Principal's Representative referred to in clause 2.4(a)(vii),

given to the Contractor to cease performing its obligations under this Deed, except to the extent that such Authority order or direction, court or tribunal order, or direction arises out of the Contractor's non-compliance with its obligations under this Deed;

- a Latent Condition satisfying the description in clause 3.6(b);
- where Additional Contamination is discovered, the implementation of the relevant remediation action identified in a report submitted by the Contractor under clause 3.9(d)(i)(B) where the relevant period of time in clause 9.14(d)(iii) has expired and the Principal's Representative has not rejected the Contractor's report;
- the cancellation of a Track Possession or power isolation listed in Schedule 14:
  (a) less than 12 weeks prior to the time at which it was planned to commence; or
  (b) 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;
- compliance with any direction given by the Principal's

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Representative under clause 3.8 in respect of any Valuable Find in the circumstances described in clause 3.8; and

- inclement weather except for the first 10 working days for which the Contractor might otherwise have been entitled to make a claim for an extension of time for delays arising as a result of inclement weather and for which the Contractor would have been entitled to an extension of time under this Deed.

Rates to be used in determining delay damages:
(Clause 10.13)

[redacted]

Percentage for compression:
(Clause 10.18(b)(i)(B))

[redacted]

Maximum amount payable under clause 11.4:
(Clause 11.4(d))

[redacted]

Liquidated damages:
(Clause 12.7)

[redacted]

Limit of liability under indemnity for late return of Track Possessions and liquidated damages for delay:

(Clause 12.7(f))

[redacted]

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Amount of Contractor's insurance: (Clause 13.5)	[redacted]
Period for Professional Indemnity Insurance: (Clause 13.7(d))	6 years
Person in Insolvency Event: (Clause 14.4(a)(iii))	[redacted]
Amount for termination for convenience: (Clause 14.10(a)(v))	10% of the cost determined under clauses 14.10(a)(ii), 14.10(a)(iii) and 14.10(a)(iv).

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Clauses in respect of which directions of a Principal's Representative are subject of a Dispute (Clauses 15.2, 15.4, 15.5 and 15.6(a))	2.3(g)(ii)(C), 2.11(e), 3.1(e)(ii), 6.4, 6.7, 8.4, 8.5, 9.14(d)(iii), 10.10, 10.11, 10.13, 10.14, 10.15, 10.18(b), 11.3, 11.15, 12.3(b), 12.3(d), 12.8(c), 12.8(e), 14.6(b), 14.10
The persons for Executive Negotiation: (Clause 15.6A)	Principal: [redacted] (Director Multi Sites) Contractor: [redacted]
Addresses: (Clause 16.1(a))	Principal: Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067; Fax: 02 9200-0290 Principal's Representative: Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067; Fax: 02 9200-0290 Contractor: 17, James Street, WALLSEND NSW 2287
Time for giving notices: (Clauses 17.1(a) and 17.3(a))	14 days
Time for written Claims: (Clauses 17.1(b) and 17.3(c))	28 days

2. Payment Schedule

(Clause 11)

All prices are in Australian Dollars. All prices are exclusive of GST, but include all profit and Overhead Costs and other taxes, levies and costs as described in the Contract.

Ref	Description	Amount (A$, Excl GST, Incl OH&P)
[redacted]		

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Ref	Description	Amount (A$, Excl GST, Incl OH&P)
[redacted]		

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Ref	Description	Amount (A$, Excl GST, Incl OH&P)
[redacted]		

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Ref	Description	Amount (A$, Excl GST, Incl OH&P)
[redacted]		

Please note Item [redacted] is a Principal nominated sum. It will be paid in full upon completion of the described activity in accordance with Schedule 2 of the Contract.

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3. Temporary Works

(Clause 3.2)

3.1 Temporary Works required for the Construction Site

The Contractor must provide, maintain and remove all the Temporary Works required to deliver the Works, including the Temporary Works set out in this Schedule 3.

Purposes	Description of Part of Temporary Works	Location
Site Compound Establishment	Establishment of the Construction Site, site compounds, perimeter and other fencing as required by this Schedule 3 including: (a) provision of all amenities for the Contractor's employees and Subcontractors; (b) provision of all site office facilities for the Principal in accordance with clause 3.3 of this Schedule 3; and (c) connection of all required Services (including utilities, water, power, sewer, telephone).	[redacted]
Type A Hoardings (Without Overhead Protective Structures)	Installation of construction hoardings as defined in the City of Sydney – Policy for the Design of Construction Hoardings, and in particular must be compliant with Element 3 (Site Fence) and Element 8 (Vehicle Access Gate). Fascia must include graphics and directional signage in the immediate vicinity of the surrounding Worksite area and must be kept clean and free of any graffiti or unauthorised posters to the reasonable satisfaction of TfNSW. Type A Hoardings must also be compliant with Australian Standards and the minimum height is to be 2400mm. The Contractor must submit a hoarding site plan for Type A Hoardings for review by the Principal, in such form as required by the	

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Purposes	Description of Part of Temporary Works	Location
	Principal's Representative, as part of the Construction Management Plan. 10 Business Days' notice must be given by the Contractor to the Principal prior to the installation of any Type A Hoardings.	[redacted]
Type B Hoardings (With Overhead Protective Structures)	Installation of construction hoardings as defined in the City of Sydney – Policy for the Design of Construction Hoardings. Fascia must include graphics and directional signage in the immediate vicinity of the surrounding Worksite area and must be kept clean and free of any graffiti or unauthorised posters to the reasonable satisfaction of TfNSW. Type B Hoardings must also be compliant with Australian Standards and the minimum height is to be 2400mm. The Contractor must submit a hoarding site plan for Type B Hoardings for review by the Principal, in such form as required by the Principal's Representative, as part of the Construction Management Plan. 10 Business Days' notice must be given by the Contractor to the Principal prior to the installation of any Type B Hoardings.	
Type C Hoardings	As per clause 3.2.1 of this Schedule 3	
Erosion Control	Soil and erosion control measures during construction and landscape establishment phases.	
General Construction Site Access	Construction Site access provisions during construction including: (a) temporary sealed roads for vehicular access; (b) erection of temporary signage; (c) emergency vehicle access; and (d) all associated environmental controls.	

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Purposes	Description of Part of Temporary Works	Location
Traffic Management	All vehicle and pedestrian traffic management and coordination arrangements during construction including: (a) temporary roadworks, and all associated temporary fencing, drainage, flood control, silt/chemical traps and related works; (b) temporary pavement markings; (c) temporary signage; (d) temporary traffic signals; (e) temporary lighting; (f) temporary roadside furniture, including safety barriers for pedestrian safety; (g) for public events; (h) any other temporary provisions required to comply with the TSRs; and (i) any other temporary provisions required to comply with the Traffic Management Plan.	[redacted]
Service Diversions	Temporary protection and support of, or adjustments to, Services affected by, or at reasonable risk of being affected by the Contractor's Activities.	
Wash Bays	Installation and operation of wheel wash bays.	
Construction Site Management	Construction Site management provisions during construction including: (a) areas for storage of site materials and plant within the site compound area; (b) areas for component preparation within the site compound areas; (c) stockpile areas; (d) areas for disposal of rubbish and site debris; (e) maintenance of temporary fencing around the site compound; (f) general site maintenance; and (g) lockable purpose-designed storage	

Purposes	Description of Part of Temporary Works	Location
	cages for flammable items with appropriate safety signage.	[redacted]
Construction Site Security	All temporary measures to: (a) prevent unauthorised people entering the Construction Site and Remote Sites, to ensure public safety and prevent access by trespassers; (b) protect against theft and vandalism; and (c) prevent unlawful or accidental access to the Construction Site and Remote Sites.	
Construction Site Safety	All provisions for the protection of members of the public adjacent to the Construction Site or the Remote Sites affected by, or at reasonable risk of being affected by, the Contractor's Activities.	
Signage	Installation and maintenance of signage during construction including: (a) Safety signage as required for the Contractor's Activities, Other Contractors and as otherwise required by the Principal's Representative; and (b) Information and communication signage as required by the Principal's Representative.	
Environmental Management	Installation and maintenance of: (a) appropriate environmental safety measures to minimise environmental impacts, including erosion and sedimentation control; (b) appropriate controls to mitigate noise around noise sensitive site areas, during high noise activities; and (c) all water, air quality, dust, settlement, vibration and noise monitoring measures required by the Deed.	
Pedestrian Access	All temporary measures required to maintain: (a) current pedestrian access adjacent to	

Purposes	Description of Part of Temporary Works	Location
	or through the Construction Site, including for Other Contractors; and (b) public pedestrian traffic around, through or over the Remote Sites.	[redacted]
Surface Treatment	Provision of: (a) temporary treatment of natural surfaces; (b) temporary reinstatement works, including all temporary facilities and fencing; (c) temporary drainage as required by the Contractor's Activities; (d) suitable temporary surface stabilisation such as earth mats, mulch or other means to prevent dust, scour or siltation; and (e) planting and seeding of suitable species as temporary treatment.	
Construction Site Disestablishment and Reinstatement	Removal of all equipment, materials, stockpiled items, amenities, temporary fencing and other Temporary Works from the Construction Site and Remote Sites, and reinstatement of all areas affected by the Temporary Works prior to Final Completion except for the site office facilities for the Principal which must be removed and reinstated in accordance with clause 3.3 of this Schedule 3.	
Rail Transport Agency access to Construction Site	Undisrupted access for any relevant Rail Transport Agency personnel/maintenance persons to access the Rail Corridor and its assets.	
Alterations to roads adjacent to the Construction Site	Provision of: (a) all temporary road and footway alterations at access locations: (b) all temporary fencing, drainage (surface and sub-soil) erosion and sediment control, earthworks, structures, pavements; (c) temporary through access ways for cyclists, pedestrians and vehicles as	

Purposes	Description of Part of Temporary Works	Location
	appropriate; and (d) pavement markings, signs, traffic lights and signals, street lighting as appropriate.	[redacted]
Work impact mitigation	All provisions to monitor and mitigate the impacts of the Contractor's Activities including: (a) installation, operation and maintenance of settlement, noise and vibration monitoring stations; and (b) installation of noise and vibration mitigation provisions at critical locations.	

3.2 Hoardings and Fencing

Any Temporary Works, including hoardings and fencing, must be designed, installed and maintained in accordance with all applicable standards (including ASA standards), guidelines and to withstand the various loads (including wind loads) to which the relevant Temporary Works may be subjected.

3.2.1 Type C Hoardings

Type C Hoardings must be electrically non-conductive where reasonably possible and their design must consider at least the following electrical issues:

(a) traction return current may be present in the rails of adjacent tracks even though the overhead wiring above the track is isolated;

(b) electrical step and touch potential may exist between the hoarding and fencing and adjacent structures. The requirements of ASA standard ESC 510 "Boundary Fencing" in relation to insulating panels must be met for construction hoarding and fencing made from conductive materials;

(c) the earth potential of the track and that of adjacent buildings and structures may be different; and

(d) the proximity of the hoarding and fencing to the earth mat of electrical substations.

Sydney Trains has developed a construction hoarding design which is available for the information only of the Contractor from the Principal's Representative on request. If this hoarding design is supplied to the Contractor it will be deemed to form part of the Information Documents and Materials.

3.3 Temporary Site Office Facilities for the Principal on the Construction Site

From the date the Contractor establishes its main site compound on the Construction Site the Contractor must provide the following site office facilities for the exclusive use of the Principal's Representatives at the Contractor's main site compound:

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(a) an integrated, air conditioned, office facilities of a standard that is suitable to accommodate three (3) full-time staff members that complies with all relevant building codes and safety requirements, connected to power, communications, water and sewer services that includes:

(i) one (1) lockable office of at least fifteen (15) square metres suitable for three (3) persons equipped with desks, a whiteboard, shelving units, a meeting table, cabinets and office chairs. Each workstation must include:

A. a desk;

B. a lockable pedestal drawer unit;

C. an office chair;

D. shelving units;

E. a separate telephone and computer data point;

F. a minimum of four (4) power sockets;

G. a fridge; and

H. a microwave;

(ii) locks on all windows and doors; and

(iii) security grilles and roller blinds on all windows.

All equipment, furniture, fittings and finishes provided by the Contractor must be new and of a standard that is suitable for a professional office space.

The Contractor must fully service and maintain, at its cost, the Principal's site office facilities including all cleaning and maintenance.

The Contractor must pay all one-off and ongoing costs associated with all utility and service connections, hire arrangements, security arrangements and office supplies except that the Principal will pay its own communication usage charges (cost of telephone calls and electronic data transfers).

When directed by the Principal's Representative, whose direction may be up to two (2) months after the Date of Final Completion, the Contractor must remove and demobilise the Principal's site office facilities, including any works associated with reinstatement of the Construction Site.

The Principal will supply and install telephone handsets at the Principal's site office facilities.

The Contractor must cooperatively assist the Principal to connect and install the above items to the utilities and services provided by the Contractor, and provide assistance in resolving any ongoing connection issues that may arise throughout the duration of the Contractor's Activities.

The Contractor shall make a colour photo-copy/printer machine available for use to the Principal; this is to be connected directly to the Principal's IT equipment.

3.4 Pre-Construction Works

The Contractor must:

(a) submit a 100% design for the site compound and fence to the Principal's Representative for approval 10 Business Days prior to the planned date of establishing the site compound and fence or otherwise as agreed with the Principal's Representative;

(b) notify the Principal's Representative that it proposes to use the area at least 10 Business Days prior to the planned date of establishing the site compound and fence or otherwise as agreed with the Principal's Representative; and

(c) ensure that all Contractor's Activities are in accordance with the Construction Environmental Management Plan (**CEMP**) as contained in Exhibit A - TSR E1.

3.5 Additional Construction Site Requirements

On possession of the Construction Site, the Contractor must secure the Construction Site and install all required security, safety and environmental controls and appropriate site signage. This shall include provision of segregation around the Construction Site to the relevant Codes and Standards. The Contractor is to ensure that secure separation is maintained to the Contractor's site and the rail corridor for the duration of the Contractor's Activities.

Relocation of any existing/identified Services where affected / in the path of the Contractor's Activities including: water, electrical/power, communications, sewer and stormwater drainage, as necessary to commence and carry out the Contractor's Activities.

The maintenance of the following items will be the responsibility of the Contractor:

(a) all utilities/temporary Services;

(b) temporary access road;

(c) Construction Site compound;

(d) security measures;

(e) fencing or hoardings (for site security/demarcation); and

(f) sheds/buildings and amenities.

It is the Contractor's responsibility to apply for and provide water, telephone, drainage/sewer and electrical services for their site establishment.

The Contractor must obtain permission from Council and pay any fees/bonds associated with:

(g) tree removal;

(h) road or drainage works;

(i) parking for construction purpose; and

(j) council inspections.

Where required, the Contractor must provide temporary lighting at an illumination level acceptable to the Principal's Representative to ensure a safe-working environment.

4. Form of Confidentiality Undertaking

(Clauses 2.2(f)(iii) and 16.11(c))

To: [ ]

We the engaged Consultant / Supplier / Contractor / Subcontractor body, undertake to treat as confidential all information received/generated from the (***Principal***) in respect of work performed by the Principal and all information generated by the Consultant / Supplier / Contractor / Subcontractor body in the course of performing the Contractor's Activities.

The Consultant / Supplier / Contractor / Subcontractor hereby undertakes:

(a) to disclose that information to its employees only on a need-to-know basis;

(b) not to disclose that information to any other person without first obtaining the written consent of the Principal;

(c) not to use that information except as necessary in connection with the Consultant / Supplier / Contractor / Subcontractor body's engagement to perform the Contractor's Activities; and

(d) to ensure that its employees to whom that information is disclosed will comply with (a), (b) and (c) 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

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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)

5. Certificates of Design Compliance

(Clauses 1.1, 5.3(b), 9.14(b)(i), and 11.7(e)(ii))

5.1 Contractor's Certificate of Design Compliance

CONTRACTOR'S CERTIFICATE OF DESIGN COMPLIANCE	
CONTRACTOR:	
DESIGN PACKAGE (limit of 1 per certificate)	DESCRIPTION:

I certify that the Design Documentation for the package or part thereof described above has been completed to the extent indicated above in accordance with the requirements of the Deed between the Principal and _____ (including as required by the TfNSW Standard Requirements where applicable), and complies with the requirements of the Deed and the Planning Approval, subject to the register of outstanding minor design non-conformances and unresolved issues attached.

I further certify that the attached compliance records as required by the Deed reflect the true status of the design package.

NAME:_____ SIGNATURE:_____

DATE: / /

(*Contractor's Representative*)

5.2 Designer's Certificate of Design Compliance

DESIGNER'S CERTIFICATE OF DESIGN COMPLIANCE	
DESIGNER:	
DESIGN PACKAGE (limit of 1 per certificate)	DESCRIPTION:

I certify that the [(***delete one***) Design Documentation for the package / Design Documentation for the design discipline of [*] for the package] or part thereof described above has been completed to the extent indicated above in accordance with the requirements of the Deed between the Principal and _____ (including as required by the TfNSW Standard Requirements where applicable), and complies with the requirements of the Deed and the Planning Approval, and deals adequately with safety (subject to the register of outstanding minor design non-conformances and unresolved issues attached)

I further certify that the attached compliance records as required by the Deed reflect the true status of the design package.

NAME:_____ SIGNATURE:_____

DATE: / /

(*Design Team Member*)

6. Certificates of Construction Compliance

(Clauses 1.1, 7.1(c) and 11.7(e)(iii))

6.1 Contractor's Certificate of Construction Compliance

CONTRACTOR'S CERTIFICATE OF CONSTRUCTION COMPLIANCE
CONTRACTOR:
PORTION: WORK PACKAGE (limit of 1 per certificate) DESCRIPTION:
I certify that the procurement and construction of the work package or part thereof described above have been completed to the extent indicated above in accordance with the requirements of the Deed between the Principal and _____, and comply with the requirements of the Deed and the Planning Approval, 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 Deed reflect the true status of the work package. NAME:_____ SIGNATURE:_____ DATE: / / (*Contractor's Representative*)

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6.2 Designer's Certificate of Construction Compliance

DESIGNER'S CERTIFICATE OF CONSTRUCTION COMPLIANCE
DESIGNER:
PORTION: WORK PACKAGE (limit of 1 per certificate) DESCRIPTION:
I certify that the procurement and construction of [(***delete one***) the work package / that part of the work package relevant to the design discipline of [*]] or part thereof described above have been completed to the extent indicated above in accordance with the requirements of the Deed between the Principal and _____, and comply with the requirements of the Deed and the Planning Approval and deal adequately with safety (subject to the register of outstanding minor design non-conformances and unresolved issues attached). I further certify that the attached compliance records as required by the Deed reflect the true status of the work package. NAME:_____ SIGNATURE:_____ DATE: / / (*Design Team member*)

7. Certificates of Completion

(Definition of "Completion" in clause 1.1 and clause 12.3)

7.1 Contractor's Certificate of Portion Completion

CONTRACTOR'S CERTIFICATE OF PORTION COMPLETION
CONTRACTOR:
Description of Portion (limit of 1 per certificate):

I certify that Completion of the Portion has been achieved in accordance with the requirements of the Deed between the Principal and _____, complies with the requirements of the Deed and the Planning Approval, 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 Deed reflect the true status of the Works.

SIGNATURE:_____

(*Contractor's Representative*)

DATE:_____

7.2 Contractor's Certificate of Works Completion

CONTRACTOR'S CERTIFICATE OF WORKS COMPLETION
CONTRACTOR:
Description of Works:

I certify that Completion of the Works has been achieved in accordance with the requirements of the Deed between the Principal and _____, complies with the requirements of the Deed and the Planning Approval, 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 Deed reflect the true status of the Works.

SIGNATURE:_____

(*Contractor's Representative*)

DATE:_____

7.3 Designer's Certificate of Portion Completion

DESIGNER'S CERTIFICATE OF PORTION COMPLETION
DESIGNER:
Description of Portion (limit of 1 per certificate):
I certify that the Completion of the above Portion related to the design discipline of [*] has been achieved in accordance with the requirements of the Deed between the Principal and _____, complies with the requirements of the Deed and the Planning Approval, subject to the register of unresolved issues attached. I further certify that the attached compliance records as required by the Deed reflect the true status of the Portion. SIGNATURE:_____ (*Design Team member*) DATE:_____

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7.4 Designer's Certificate of Works Completion

DESIGNER'S CERTIFICATE OF WORKS COMPLETION
DESIGNER:
Description of Works:
I certify that the Completion of the Works related to the design discipline of [*]has been achieved in accordance with the requirements of the Deed between the Principal and _____, complies with the requirements of the Deed and the Planning Approval, subject to the register of unresolved issues attached. I further certify that the attached compliance records as required by the Deed reflect the true status of the Works. SIGNATURE:_____ (*Design Team member*) DATE:_____

8. Contractor's Certificate of Final Completion

(Clause 12.8(d))

CONTRACTOR'S CERTIFICATE OF FINAL COMPLETION
CONTRACTOR:
I hereby certify that Final Completion has been has been achieved by [the Contractor] on / / 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 minor non-conformities) have been satisfactorily rectified and their documentation closed out. (c) All required documentation has been submitted. (d) All deficiency 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 Works. SIGNATURE: _____ DATE: / / *(Contractor's Representative)*

9. NOT USED

10. NOT USED

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11. Action in Complying with Planning Approval and Third Party Agreements

(Clauses 2.3(c) and 2.12)

Part A – Planning Approval

The Contractor must fulfil all the conditions and requirements of the Planning Approval except to the extent that the following table allocates responsibility 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 the Deed, including any obligation under TSR E1–Environmental Management. 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.

Table 1

Condition Number	**Extent of Principal's responsibility for the Planning Approval Conditions specified in the Determination Report – Conditions of Approval.**
9	The Principal will fulfil the requirements of Condition 9. The Contractor must provide all information and documentation as required by the Principal's Representative to enable it to fulfil this condition.
10	The Principal is responsible for condition 10 except that the Contractor must develop and implement appropriate procedures for the resolution of complaints. The Contractor is to provide all requested information as requested by the Principal to assist in the handling and management of complaints.
14	The Principal will fulfil the requirements of this condition.

Table 1a

Mitigation measure number	Extent of Principal's responsibility for Planning Approval Conditions specified in the Review of Environmental Factors (REF) – Mitigation Measures.
44	The Principal will fulfil the requirements of mitigation measure 44, except that the Contractor will prepare a Conservation Management Plan for those areas of Museum Station that are affected by the Contractor's Activities.
48	The Principal will fulfil the requirements of mitigation measure 48.

Part B – Additional Planning and Environmental Requirements

The Contractor must fulfil all the conditions and requirements of the Section 60 Heritage Approval except to the extent that the following table allocates responsibility to the Principal.

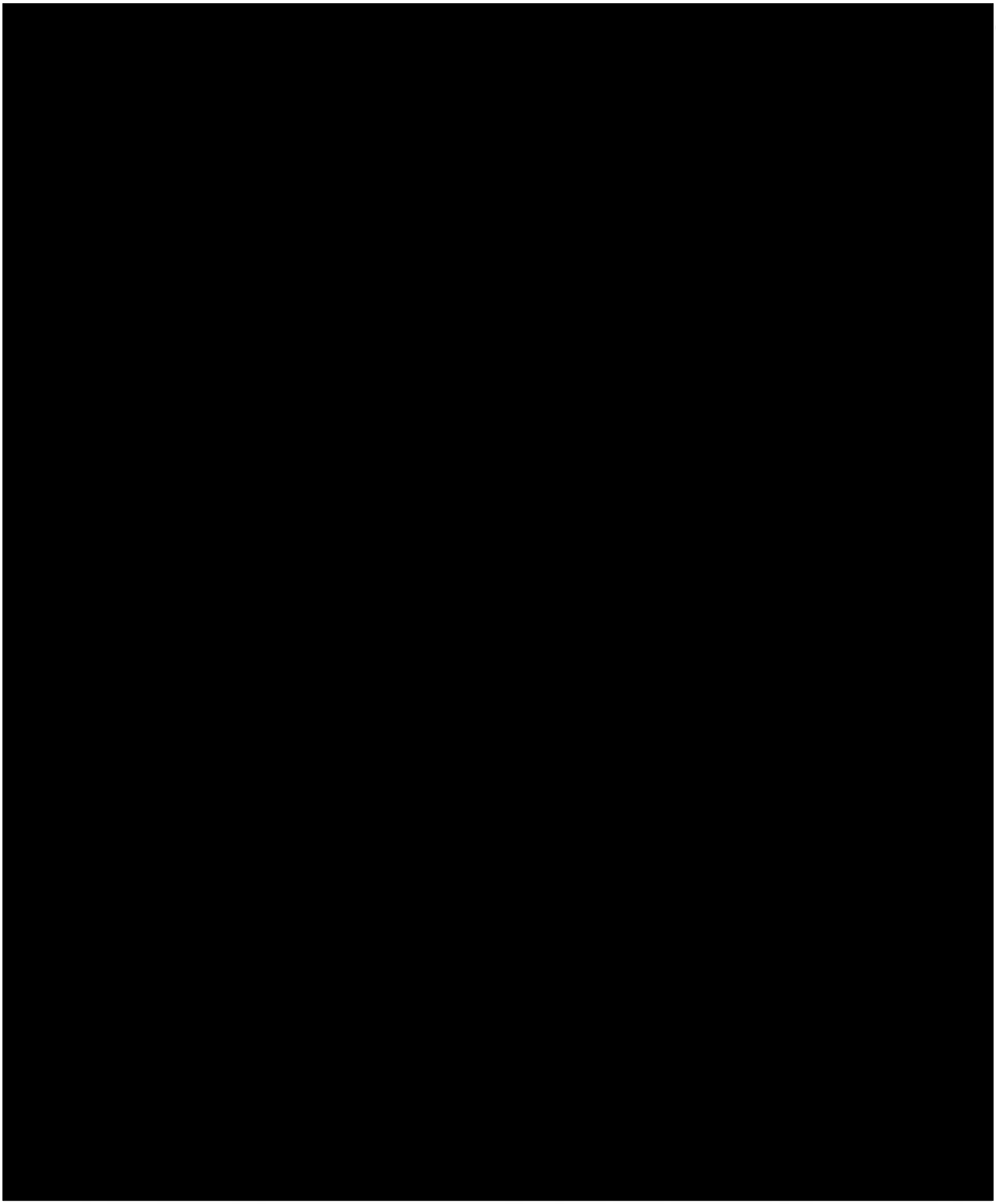
Nothing specified in this table as being a responsibility of the Principal will relieve the Contractor from complying with any obligation set out elsewhere in the Deed, including any obligation under TSR E1–Environmental Management. The Contractor may apply to have any part of any of the Approvals listed below modified. The Contractor acknowledges and agrees that it is solely responsible for any such modification.

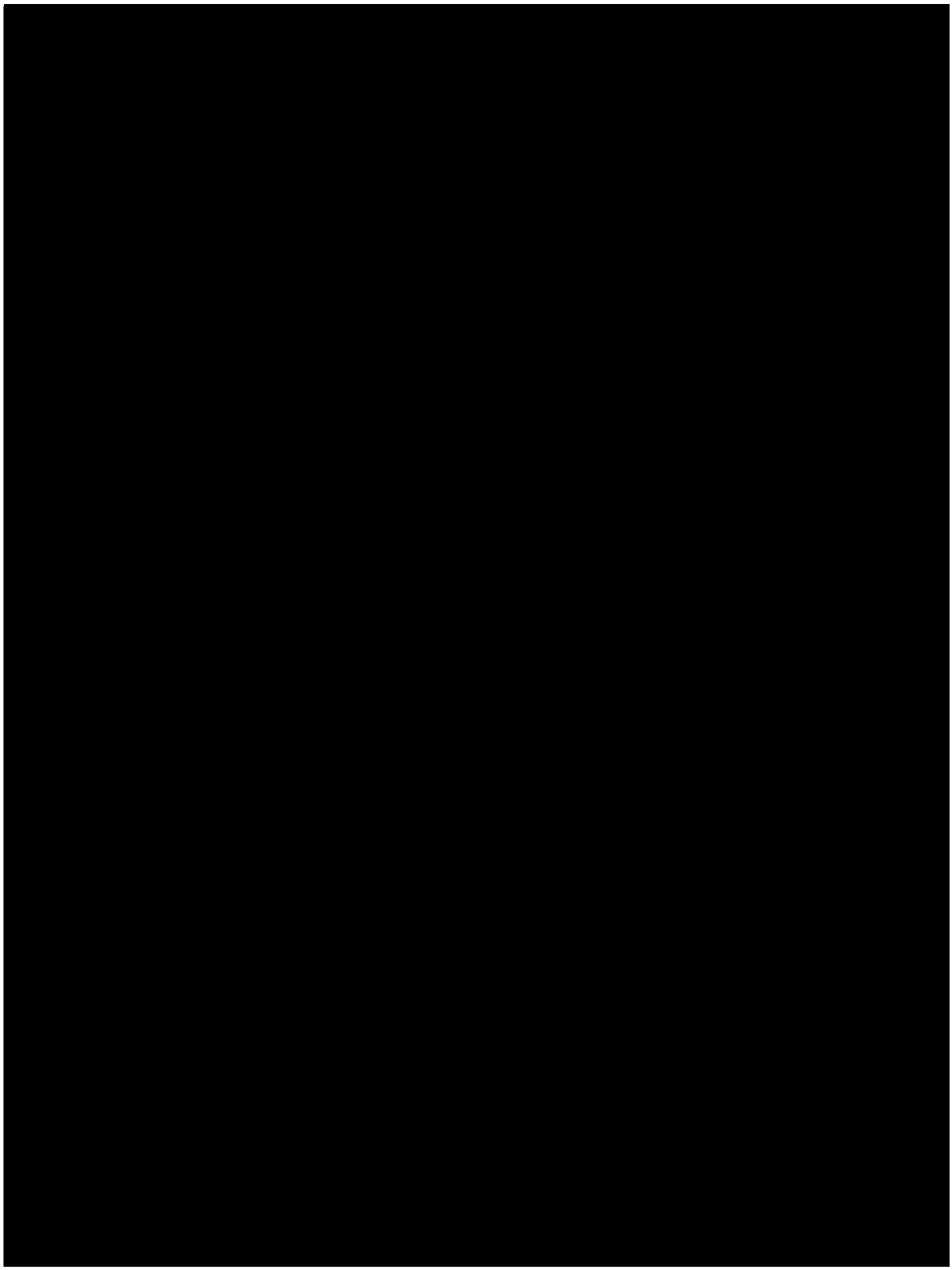
Table 2

Condition Number	Extent of Principal's responsibility for the Planning Approval Condition specified in the Section 60 Approval – Conditions of Approval.
1	The Principal will fulfil the requirements of this condition.

Part C – Third Party Agreements

[redacted]







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12. Subcontractors - Security of Payment

(Clause 2.2(f)(i))

The following terms must be included in each Subcontract, and the Subcontracts let by those Subcontractors, as referred to in clause 2.2(f) of the General Conditions.

12.1 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.

12.2 Trust for Cash Security and Retention Moneys

A clause which has the effect that once any money held in the Project Bank Account referred to in Schedule 37 is released to the Contractor in accordance with clause 6.1(c)iii of Schedule 37 :

(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.

12.3 Payment Provisions

A clause which:

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(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) for which payment is claimed by the Subcontractor and for which the Contractor has claimed payment from the Principal in accordance with the process in Schedules 37 and 38;

(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 11.14 of the General Conditions.

12.4 Alternative Dispute Resolution

A clause that requires alternative dispute resolution procedures.

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.

12.5 Documents to be Provided to Subcontractors

A clause that requires the Contractor to provide the Subcontractor with a copy of extracts from this Deed before the Subcontractor starts work under the Subcontract. The extracts to be provided are:

(a) clause 2.2(f)(i);

(b) this Schedule 12; and

(c) clause 11.

13. Consultant Deed of Covenant

(Clause 2.2(f)(ii))

This deed poll is made the day of 20

To: **Transport for NSW** (ABN 18 804 239 602), a corporation established by section 3C of the *Transport Administration Act 1988* (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (***Principal***); and

[Add other beneficiaries as nominated by TfNSW] (***Beneficiary***)

By: [ ] (***Consultant***)

RECITALS

A. The Principal has engaged [ ] (***Contractor***) to carry out certain works for the Principal by deed dated [ ] (***Deed***).

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 Deed as they relate those design services.

C. Under the Deed, the Contractor is required to procure the Consultant to execute this deed poll in favour of the Principal and Beneficiary.

OPERATIVE

1. Duty of Care

(a) The Consultant:

(i) warrants to the Principal and Beneficiary 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 and Beneficiary;

(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 exhibit to the Deed; and

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(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 Beneficiary; and

(B) it is aware that the Principal and Beneficiary 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 Beneficiary and promptly advise the Principal and Beneficiary 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 Deed, including without limitation:

(A) where the Contractor's instructions in relation to design are not consistent with the Deed 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 Deed 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 Deed in the Principal;

(vi) obtain an assignment to the Principal from any third party who owns any Intellectual Property in the Professional Services;

(vii) if any Intellectual Property in or in relation to documents, designs and computer programs created for the purposes of the Deed 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 Deed is not used, adapted or reproduced other than for the purposes of the Deed 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 and Beneficiary from and against:

(i) any liability to or claim by any other person; and

(ii) all claims against, and costs, expenses, losses and damages,

(iii) suffered or incurred by the Principal and Beneficiary arising out of, or in any way in connection with:

(A) the Consultant's breach of a term of, or warranty under, this deed poll; or

(B) 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: Level 5, Tower A
Zenith Centre
821 Pacific Highway
CHATSWOOD NSW 2067
Fax: (02) 9200 0290

(ii) to Beneficiary: [Insert details]

(iii) to the Consultant: ***[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 slip showing the facsimile number of the party to whom it is addressed in accordance with clause 2(a), which is not a Business Day.

(d) If the Consultant is a foreign company (as defined in the Corporations Act 2001 (Cth)), 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 shall be governed by and construed in accordance with the laws of the State of New South Wales.

(b) The Consultant 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.

(c) This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal and Beneficiary.

(d) Terms used in this deed poll which are otherwise not defined will have the meaning given to them in the Deed.

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Schedule

[INSERT DESCRIPTION OF PROFESSIONAL SERVICES] as more particularly described in the Subcontract.

Executed as a deed poll.

Signed Sealed and Delivered)
by the Consultant) .....
[ ]) (Signature)
by or in the presence of:)

.....
(Signature of Witness)

.....
(Name of Witness in Full)

14. Track Possessions

(Clauses 1.1 and 7.10)

(a) The following Track Possessions with power isolations will be made available by the Principal for the Contractor in accordance with clause 7.10 for the Contractor to carry out the Contractor's Activities.

Possession Configuration	Weekend No.	Start Date	Finish Date
Configuration 15 (Modified)	*WE 33*	*14 February 2015*	*15 February 2015*
Configuration 15	*WE 38*	*21 March 2015*	*22 March 2015*
Configuration 15	*WE 42*	*18 April 2015*	*19 April 2015*
Configuration 4 (City Inner)	*WE 50*	*13 June 2015*	*14 June 2015*
Configuration 15	*WE 51*	*20 June 2015*	*21 June 2015*
Configuration 15	*WE 09*	*29 August 2015*	*30 August 2015*
[redacted]			

(b) In the case of the Track Possessions set out in the table above, periods of approximately five hours at the beginning, and at the end, of each Track Possession are to be provided for by the Contractor for the arrangement and coordination of safe working procedures and power isolations of overhead or transmission lines.

(c) The Contractor must pay the Principal the relevant amount from the table below in respect of each Additional Track Possession or Power Isolations and in accordance with clause 7.10 of the Contract.

Type of additional Track Possession	**Approximate Period**	**Amount to be Paid to the Principal**
Weekend Track Possession with Power Isolation	02:00 Saturday to 02:00 Monday	[redacted]
Weeknight Track Possession with Power Isolation	20:00 to 04:00 on the following day	
Power isolations	N/A	

15. Authority Approvals to be obtained by the Principal

(Clauses 2.3(c) and 6.13(b))

The Authority Approval set out in paragraph (a) of the definition of Planning Approval in clause 1.1 of the General Conditions.

16. Form of Unconditional Undertaking

(Clauses 2.8(b) and 11.8(b)

This deed poll (***Undertaking***) made the day of 20

In favour of: **Transport for NSW** (ABN 18 804 239 602), a corporation established by section 3C of the *Transport Administration Act 1988* (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (***Principal***)

Given by: [ ] (***Institution***)

RECITALS

A. By a deed dated [*] (***Deed***) between [*] (***Contractor***) and the Principal the Contractor agreed to carry out the Contractor's Activities (as defined in the Deed).

B. Under the provisions of the Deed, the Contractor is required to provide this Undertaking to the Principal.

OPERATIVE

1. 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 # ($).

2. The Institution's liability under this Undertaking will be a continuing liability and will continue until payment is made under this Undertaking of the maximum aggregate sum or until the Principal notifies the Institution that this Undertaking is no longer required.

3. The liability of the Institution under this Undertaking must not be discharged or impaired by reason of any variation or variations (with or without the knowledge or consent of the Institution) in any of the stipulations or provisions of the Deed or the Contractor's Activities or acts or things to be executed, performed and done under the Deed or by reason of any breach or breaches of the Deed by the Contractor or the Principal.

4. 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.

5. This Undertaking will be governed by and construed in accordance with the laws for the time being of the State of New South Wales.

Executed as a deed poll.

Signed Sealed and Delivered)
by [ ])
being signed sealed and) .....
delivered by its duly constituted) (Signature)
Attorney [ ])
under Power of Attorney)
No. in the presence of:)

.....
(Signature of Witness)

.....
(Name of Witness in Full)

17. Information Documents and Materials

(Clauses 1.1 and 3.6(a))

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
A	Concept Design				
	Volume 1 - Concept Design Report				
A1	Volume 1 - Concept Design Report	30-May-14	TAP-1820-RP-0001 (VOL 1)	Volume 1 - Concept Design Report	.pdf
	Volume 2 - Concept Design Report				
A2	Volume 2 A - Issues register	30-May-14	TAP-1820-RG-0002	Volume 2 A - Issues register	.pdf
A3	Volume 2 AA - Hydraulics	30-May-14		Volume 2 AA - Hydraulics	.pdf
A4	Volume 2 B - Sydney Trains	3-Jun-14	TP PSA 001	Volume 2 B - Sydney Trains	.pdf
A5	Volume 2 BB - Liftronic drawing	12-Apr-14		Volume 2 BB - Liftronic drawing	.pdf
A6	Volume 2 C - TfNSW comments	3-Jun-14	FINAL CONCEPT DESIGN REPORT	Volume 2 C - TfNSW comments	.pdf
A7	Volume 2 D - RFIs	23-May-13	TAP-1820-RG-0003	Volume 2 D - RFIs	.pdf
A8	Volume 2 E - Interface Matrix	24-Mar-14		Volume 2 E - Interface Matrix	.pdf
A9	Volume 2 F - Engineering Authority Applications	25-Apr-14	TAP-1820-RG-0007	Volume 2 F - Engineering Authority Applications	.pdf
A10	Volume 2 G - Safety Assurance Report	2-Jun-14	TAP-1820-RP-0020	Volume 2 G - Safety Assurance Report	.pdf
A11	Volume 2 H - SRS	24-Apr-14	MEA/005	Volume 2 H - SRS	.pdf
A12	Volume 2 I - Fire Life Safety Report	30-May-14	TAP-1820-RP-0034	Volume 2 I - Fire Life Safety Report	.pdf
A13	Volume 2 J - BCA audit	29-May-14	A1322 Rev 02	Volume 2 J - BCA audit	.pdf
A14	Volume 2 K - DDA audit	29-May-14	A13222 Rev 02	Volume 2 K - DDA audit	.pdf

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
A15	Volume 2 L - Mark Foys Ramp Investigations	8-Apr-14		Volume 2 L - Mark Foys Ramp Investigations	.pdf
A16	Volume 2 M - BCA Compliance Assessment	4-Jun-14	A1322 Rev 1.4 BCA (Concept re-design)	Volume 2 M - BCA Compliance Assessment	.pdf
A17	Volume 2 N - DDA Compliance Assessment	4-Jun-14	A1322 Rev 1.4 Access (Concept re-design)	Volume 2 N - DDA Compliance Assessment	.pdf
A18	Volume 2 O - Security Review	15-Apr-14	-	Volume 2 O - Security Review	.pdf
A19	Volume 2 P - Sustainability Checklist	8-May-14	-	Volume 2 P - Sustainability Checklist	.pdf
A20	Volume 2 Q - Arboricultural	5-Jun-14	2254RevLayout03	Volume 2 Q - Arboricultural	.pdf
A21	Volume 2 R - Constructability Staging Report	30-May-14	TAP-1820-RP-0010	Volume 2 R - Constructability Staging Report	.pdf
A22	Volume 2 S - Traffic, Transport and Impact Assessment Report	2-Jun-14	TAP-1820-RP-0003	Volume 2 S - Traffic, Transport and Impact Assessment Report	.pdf
A23	Volume 2 T - Architectural Report	2-Jun-14	TAP-1820-RP-0035	Volume 2 T - Architectural Report	.pdf
A24	Volume 2 U - Geotechnical Interpretive Report	30-May-14	TAP-1820-RP-0018	Volume 2 U - Geotechnical Interpretive Report	.pdf
A25	Volume 2 V - Structural Report	30-May-14	TAP-1820-RP-0030	Volume 2 V - Structural Report	.pdf
A26	Volume 2 W - Site services investigations	30-May-14	TAP-1820-RP-0031	Volume 2 W - Site services investigations	.pdf
A27	Volume 2 X - Mechanical Services Report	30-May-14	TAP-1820-RP-0033	Volume 2 X - Mechanical Services Report	.pdf
A28	Volume 2 Y - Electrical, Earthing and bonding	30-May-14	TAP-1820-RP-0029	Volume 2 Y - Electrical, Earthing and bonding	.pdf
A29	Volume 2 Z - Communications, controls and systems Report	30-May-14	TAP-1820-RP-0034	Volume 2 Z - Communications, controls and systems Report	.pdf

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	Volume 3 - Concept Design Drawings				
A30	Location Plan, Drawing Lists	K	TAP-1820-AR-0000	TAP-1820-AR-0000_K.pdf	.pdf
A31	Abbreviations, Symbols and Legends	H	TAP-1820-AR-0001	TAP-1820-AR-0001_H.pdf	.pdf
A32	Finishes Schedule - Sheet 1 of 2	H	TAP-1820-AR-0002	TAP-1820-AR-0002_H.pdf	.pdf
A33	Finishes Schedule - Sheet 2 of 2	H	TAP-1820-AR-0003	TAP-1820-AR-0003_H.pdf	.pdf
A34	Site Plan - Ground Level	K	TAP-1820-AR-0101	TAP-1820-AR-0101_K.pdf	.pdf
A35	Site Plan - Concourse Level	K	TAP-1820-AR-0102	TAP-1820-AR-0102_K.pdf	.pdf
A36	Site Plan - Platform Level	K	TAP-1820-AR-0103	TAP-1820-AR-0103_K.pdf	.pdf
A37	Demolition Plan - Ground	B	TAP-1820-AR-0201	TAP-1820-AR-0201_B.pdf	.pdf
A38	Demolition Plan - Concourse	B	TAP-1820-AR-0202	TAP-1820-AR-0202_B.pdf	.pdf
A39	Demolition Plan - Platform	B	TAP-1820-AR-0203	TAP-1820-AR-0203_B.pdf	.pdf
A40	Plan - Ground	B	TAP-1820-AR-0301	TAP-1820-AR-0301_B.pdf	.pdf
A41	Plan - Concourse	B	TAP-1820-AR-0302	TAP-1820-AR-0302_B.pdf	.pdf
A42	Platform Plan- Sheet 1 of 3	B	TAP-1820-AR-0303	TAP-1820-AR-0303_B.pdf	.pdf
A43	Platform Plan- Sheet 2 of 3	B	TAP-1820-AR-0304	TAP-1820-AR-0304_B.pdf	.pdf
A44	Platform Plan- Sheet 3 of 3	B	TAP-1820-AR-0305	TAP-1820-AR-0305_B.pdf	.pdf
A45	Elevations	B	TAP-1820-AR-0401	TAP-1820-AR-0401_B.pdf	.pdf
A46	Sections	B	TAP-1820-AR-0402	TAP-1820-AR-0402_B.pdf	.pdf
A47	Sections - Lift 1 + 2	B	TAP-1820-AR-0403	TAP-1820-AR-0403_B.pdf	.pdf
A48	Details - Lift 1	B	TAP-1820-AR-0501	TAP-1820-AR-0501_B.pdf	.pdf
A49	Details - Lift 2	B	TAP-1820-AR-0502	TAP-1820-AR-0502_B.pdf	.pdf
A50	Details - Lift 3	B	TAP-1820-AR-0503	TAP-1820-AR-0503_B.pdf	.pdf

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
A51	Lobby Elevations - Lift 1	B	TAP-1820-AR-0601	TAP-1820-AR-0601_B.pdf	.pdf
A52	Lobby Elevations - Lift 2	B	TAP-1820-AR-0602	TAP-1820-AR-0602_B.pdf	.pdf
A53	Room Details - Sheet 1 of 4	B	TAP-1820-AR-0701	TAP-1820-AR-0701_B.pdf	.pdf
A54	Room Details - Sheet 2 of 4	B	TAP-1820-AR-0702	TAP-1820-AR-0702_B.pdf	.pdf
A55	Room Details - Sheet 3 of 4	B	TAP-1820-AR-0703	TAP-1820-AR-0703_B.pdf	.pdf
A56	Room Details - Sheet 4 of 4	B	TAP-1820-AR-0704	TAP-1820-AR-0704_B.pdf	.pdf
A57	Enlarged Plan - Female Amenities	A	TAP-1820-AR-0705	TAP-1820-AR-0705_A.pdf	.pdf
A58	Enlarged Plan - Male Amenities	A	TAP-1820-AR-0706	TAP-1820-AR-0706_A.pdf	.pdf
A59	Platform Photomontage	B	TAP-1820-AR-0801	TAP-1820-AR-0801_B.pdf	.pdf
A60	Concourse Photomontage	B	TAP-1820-AR-0803	TAP-1820-AR-0803_B.pdf	.pdf
A61	Civil Existing Utilities - Impacts - Plan	J	TAP-1820-CI-1001	TAP-1820-CI-1001 Layout1.pdf	.pdf
A62	Civil Existing Utilities - Impacts - Schedule	H	TAP-1820-CI-1002	TAP-1820-CI-1002 Layout1.pdf	.pdf
A63	Civil Existing Utilities - Impacts - Lift 1 Detail Plan	B	TAP-1820-CI-1003	TAP-1820-CI-1003 Layout1.pdf	.pdf
A64	Geotechnical Borehole Location - Plan	F	TAP-1820-GE-1001	TAP-1820-GE-1001 Layout1.pdf	.pdf
A65	Geotechnical Geological Section Sheet 1 of 3	F	TAP-1820-GE-1002	TAP-1820-GE-1002 Layout1.pdf	.pdf
A66	Geotechnical Geological Section Sheet 2 of 3	F	TAP-1820-GE-1003	TAP-1820-GE-1003 Layout1.pdf	.pdf
A67	Geotechnical Geological Section Sheet 3 of 3	F	TAP-1820-GE-1004	TAP-1820-GE-1004 Layout1.pdf	.pdf
A68	Landscape Plan	B	TAP-1820-LA-1101	TAP-1820-LA-1101_D.pdf	.pdf
A69	Cover Page	30-May-14	TAP-1820-RP-0001 (Vol	TAP-1820-RP-0001 (Vol 3).pdf	.pdf
A70	Volume 3 - Concept	30-May-14		Binder1	.pdf

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	Design Drawings				
B	Survey and Services				
B1	Topographic and Utilities Survey Information	29-Apr-14	116807501-00	116807501-00	.pdf and .dwg
B2	Topographic and Utilities Survey Information	29-Apr-14	116807502-00	116807502-00	.pdf and .dwg
B3	Topographic and Utilities Survey Information	29-Apr-14	116807503-00	116807503-00	.pdf and .dwg
B4	Topographic and Utilities Survey Information	29-Apr-14	116807504-00	116807504-00	.pdf and .dwg
B5	Topographic and Utilities Survey Information	15-May-14	116807507-00	116807507-00	.pdf and .dwg
B6	Topographic and Utilities Survey Information	13-May-14	116807509-00	116807509-00	.pdf and .dwg
B7	UNDERGROUND SERVICES AND CONSTRUCTION AREAS	31-Jul-14	TAP-1820-AR-5011	TAP-1820-AR-5011	.pdf and .dwg
B8	Survey and Services data	13-May-14		116807510-00.12da	.12da
B9	Survey and Services data	28-Apr-14		116807505-00.12da	.12da
C	Geotechnical and Contamination Information				
C1	Geotechnical Site Investigation - March 2014 - Factual Report PSM2254-015R	24-Apr-14		PSM2254-015R+(1)	.pdf
C2	Museum Station - Hazardous Materials Register			Museum Station HazMat Register	.EXCEL
C3	Structural investigation of sections of the tunnel liner Museum Station, Sydney			13585C - GBG Draft Report	.pdf
C4	Extract of drawing		CV0150293	13585C - Expansion Joint Location	.pdf

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
C5	Site Investigations Report prepared by Robert Bird Group (04 September 2014).	9-Apr-14	CC:DW LTR/CE 13585C	TAP - 1820 - Museum - Geotech Investigations - 13585C-TFNSW LTR-CE-140904	.pdf
C6	Structural Investigation of sections of the Tunnel Liner, Platform Walls and a section of the Access Tunnel at Museum Station, Sydney NSW Report prepared by GBG Australia (04 September 2014).	04/09/2014	GBGA1682	TAP - 1820 - Museum - Geotech Investigations - 13585C - GBG Final Report	.pdf
C7	Geotechnical Site Investigation – August 2014 – Factual Report Addendum Report prepared by Pells Sullivan Meynink (01 September 2014).	01/09/2014	PSM2254-016L	AP - 1820 - Museum - Geotech Investigations - 13585C - PSM2254-016L - Factual Report Addendum	.pdf
C8	RBG Project 13585C - Metallurgical Assessment of Reinforcing Steel Report prepared by CTI Consultants Pty Ltd (23 May 2014).	23/05/2014	C11914	TAP - 1820 - Museum - Geotech Investigations - 13585C - CTI Metallurgy	.pdf
D	Review and Constructability				
D1	Technical Memorandum 001	19-Sep-13		13585C - TM001 - CC - 130919	.pdf
D2	Lifts 1 & 2 Pre-Concept Design Report	3-Mar-14		13585-TAP-1820-RBG-C-003-Lifts+1_2+Preconcept-140303	.pdf
D3	Lifts 1 & 2 and Lift 3 Reference Design Construction Methodology & Geotechnical Review	19-Sep-13		TAP-1820-RBG-C-002-Lifts 1_2_3 Construction Methodology Review-RevB	.pdf

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
D4	Review of Reference Design Documentation and Calculations	28-Oct-13		TAP-1820-RBG-C-002 Review of Reference Design Documentation and Calculations B	.pdf
D5	Lifts 1 & 2 Pre-Concept Design Structural Engineering Peer Review Report	18-Feb-14		Museum.EnstructPeer ReviewofRBG Pre-Concept.RevB	.pdf
D6	Constructability Staging Rendered Image	30-May-14		Museum_Station_intersection_cam_Render_Layer_01.jpg	.jpg
D7	Constructability Staging Rendered Image	30-May-14		Museum_Station_intersection_cam_Render_Layer_02.jpg	.jpg
D8	Constructability Staging Rendered Image	30-May-14		Museum_Station_intersection_cam_Render_Layer_03.jpg	.jpg
D9	Constructability Staging Rendered Image	30-May-14		Museum_Station_intersection_cam_Render_Layer_04.jpg	.jpg
D10	Constructability Staging Rendered Image	30-May-14		Museum_Station_underground_cam_Render_Layer_04.jpg	.jpg
D11	Constructability Staging Rendered Image	30-May-14		Museum_Station_underground_cam_Render_Layer_05.jpg	.jpg
D12	Museum Station: Lift 3 Access Review	16-Jul-14		2177423-GEN-MEM-200 RevA	.pdf
D13	Concept Design - Enstruct Comments Register	16-May-14		Museum Structural Comments Enstruct V1 11	.pdf
D14	Peer Review of Concept Design - Museum Station Easy Access Upgrade	31-Jul-14	13585-C-RPT-004	13585-Peer Review of Concept Design - Rev B	.pdf
D15	Lifts 1 & 2 Reference Design Options - Structural Engineering Peer Review Report	31-Jul-14		Enstruct_Peer_Review_Previous_Design_Options Rev B	.pdf
D16	Memo - Museum Station: Pedestrian Tunnels 8 and 10 weekend closures (Parsons Brinckerhoff 10 September 2014)	10 September 2014 / Rev A2	2177423-GEN-MEM-200 RevA2	TAP – 1820 – Museum Station – Tunnel 8&10 closures - 2177423-GEN-MEM-200 RevA2	.pdf

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
E	Internal Services Search				
E1	ISS - Telecommunications Cable Search	18-Feb-14		CD-SS-14009-Reply,Coms-1	.pdf
E2	ISS - Electrical Cable Search	30-Jan-14		CD-SS-14009-Reply,HV+LV-1	.pdf
E3	ISS - Electrical Cable Search - drawings	30-Jan-14		CD-SS-14009-Reply,HV+LV-2	.pdf
E4	ISS - Electrical Cable Search - drawings	30-Jan-14		CD-SS-14009-Reply,HV+LV-3	.pdf
E5	ISS - Electrical Cable Search	30-Jan-14		CD-SS-14009-Reply,HV+LV-4	.pdf
E6	ISS - Electrical email correspondance	30-May-14		RE District Reference No. CD-SS-14009 Partial ISS Report @ Museum Station Concourse + Pfm 2 Wall4.85km-5.06km.htm; Geotechnical investigation	.html
E7	ISS - Signals Cable Search			DOC240214-24022014065542 - SIGNALS	.pdf
E8	ISS - Signals Cable Search			DOC240214-24022014065542	.pdf
E9	ISS - Facilities email correspondance	7-Feb-14		CD-SS-14009-Reply,Civ-1	.html
E10	ISS - Facilities email correspondance	23-Jan-14		CD-SS-14009-Reply,IF Civ-1	.html
E11	ISS - Services request form			CD-SS-14009-Request-2	.doc
E12	ISS - search Site Plan			CD-SS-14009-Siteplan-2	.EXCEL
E13	ISS - FW: CD-SS-14009	26-Feb-14		FW CD-SS-14009	Outlook item
E14	ISS - District Reference No. CD-SS-14009: Partial ISS Report @ Museum Station ,Concourse + Pfm 2 Wall,4.85km-5.06km; Geotechnical investigation	21-Feb-14		Geotechnical investigation	Outlook item

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
E15	ISS - FW: CD-SS-14009-ISS-Museum Station ,Concourse + Pfm 2 Wall,4.85km-5.06km; Geotechnical investigation	22-Jan-14		TAP-1820 - FW CD-SS-14009-ISS-Museum Station Concourse	Outlook item
E16	ISS - District Reference No.CD-SS-14009: ISS @ Museum Station ,Concourse + Pfm 2 Wall,4.85km-5.06km; Geotechnical investigation	22-Jan-14		TAP-1820- District Reference No.CD-SS-14009 ISS @ Museum Station Concourse	Outlook item
F	RailCorp Plan Room Drawings				
F1	CITY CIRCLE REJUVENATION - MUSEUM STATION DETAILS AND SECTIONAL DRAWINGS FOR MECHANICAL SERVICES III	B	CV0000060	0000060_B0c.tif	.tif
F2	MUSEUM SUBSTATION Nº 2 & TEMPORARY SUBSTATION INTERIM EARTHING ARRANGEMENT	A	EL0001151	0001151_A0C.tif	.tif
F3	CITY CIRCLE REJUVENATION MUSEUM SUBSTATION Nº. 2 PLANS AND DETAILS.	D	EL0001159	0001159_D0c.tif	.tif
F4	MUSEUM SUBSTATION Nº.1 ARRANGEMENT AND FLOOR PLAN	D	EL0001865	0001865_D0c.tif	.tif
F5	MUSEUM SUBSTATION Nº.2 ARRANGEMENT AND FLOOR PLAN	D	EL0001866	0001866_D0c.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F6	ST.JAMES S/S Nº.1 & 2 MUSEUM S/S Nº.1 & 2 CONTROL CIRCUITS.	C	EL0001867	0001867_C0c.tif	.tif
F7	CITY TUNNELS AUXILIARY FEEDERS DESIGN SCHEDULE MUSEUM TO GOULBURN ST (DN CITY INNER).	A	EL0005042	0005042_A0c.tif	.tif
F8	RAILWAYS OVERHEAD WIRING CITY TUNNELS AUXILIARY FEEDERS DESIGN SCHEDULE GOULBURN ST TO MUSEUM (UP CITY OUTER).	A	EL0005047	0005047_A0c.tif	.tif
F9	MUSEUM STATION PLATFORMS & ENTRANCES ELECTRICAL SERVICES POWER DIAGRAM	B	EL0005539	0005539_B0C.tif	.tif
F10	CITY CIRCLE REJUVENATION MUSEUM / ST JAMES SEWER REHABILITATION HIGHER LEVEL	A	CV0010276	0010276_A0C.tif	.tif
F11	CITY CIRCLE REJUVENATION MUSEUM / ST JAMES HYDRAULIC SERVICES SEWER REHABILITATION LOWER LEVEL	A	CV0010277	0010277_A0C.tif	.tif
F12	MUSEUM STATION MECHANICAL SERVICES AIR CONDITIONING AND VENTILATION LAYOUT WEST	0	CV0010322	0010322_00C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F13	MUSEUM STATION MECHANICAL SERVICES AIR CONDITIONING AND VENTILATION LAYOUT EAST	0	CV0010323	0010323_00C.tif	.tif
F14	MUSEUM STATION MECHANICAL SERVICES FAN ROOM SOUTH AIR CONDITIONING AND VENTILATION	0	CV0010324	0010324_00C.tif	.tif
F15	MUSEUM STATION MECHANICAL SERVICES FAN ROOM NORTH AIR CONDITIONING AND VENTILATION	0	CV0010325	0010325_00C.tif	.tif
F16	MUSEUM STATION MECHANICAL SERVICES FAN ROOM MN-B	0	CV0010326	0010326_00C.tif	.tif
F17	MUSEUM STATION MECHANICAL SERVICES SMOKE CONTROL SYSTEM LAYOUT	0	CV0010327	0010327_00C.tif	.tif
F18	METROPOLITAN FIRE SYSTEMS FIRE SPRINKLER & HYDRANT/HOSE REEL LAYOUT CONCOURSE LEVEL - MUSEUM MUSEUM STATION	F	CV0010328	0010328_F0C.tif	.tif
F19	METROPOLITAN FIRE SYSTEMS FIRE SPRINKLER & HYDRANT/HOSE REEL LAYOUT PLATFORM LEVEL - MUSEUM MUSEUM STATION	G	CV0010329	0010329_G0C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F20	METROPOLITAN FIRE SYSTEMS FIRE SPRINKLER & HYDRANT MAINS LOCATION PLAN & VALVE ROOM ARRANGEMENT - MUSEUM MUSEUM	E	CV0010330	0010330_E0C.tif	.tif
F21	METROPOLITAN FIRE SYSTEMS INPARK WORKS - MUSEUM MUSEUM STATION	D	CV0010331	0010331_D0C.tif	.tif
F22	CITY CIRCLE REJUVENATION MUSEUM SMOKE EXHAUST LOUVRE AT MUSEUM NORTH.	A	CV0010332	0010332_A0C.tif	.tif
F23	CITY CIRCLE REJUVENATION MUSEUM SERVICES ENCLOSURE & SERVICES TRANSFER ZONE NORTHERN-PLATFORMS	A	CV0010333	0010333_A0C.tif	.tif
F24	CITY CIRCLE REJUVENATION MUSEUM PROPOSED SERVICES PIT LOCATIONS NORTH CONCOURSE	A	CV0010334	0010334_A0C.tif	.tif
F25	CITY CIRCLE REJUVENATION MUSEUM PROPOSED LOCATION OF SERVICES TRENCH IN PARK	B	CV0010335	0010335_B0C.tif	.tif
F26	CITY CIRCLE REJUVENATION MUSEUM STREET SIGNS	C	CV0010341	0010341_C0C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F27	CITY CIRCLE REJUVENATION MUSEUM FIRE SPRINKLER & HYDRANT / HOSE REEL LAYOUT FOR CONCOURSE LEVEL	E	CV0010342	0010342_E0C.tif	.tif
F28	CITY CIRCLE REJUVENATION MUSEUM FIRE SPRINKLER & HYDRANT / HOSE REEL LAYOUT FOR PLATFORM LEVEL	D	CV0010343	0010343_D0C.tif	.tif
F29	CITY CIRCLE REJUVENATION MUSEUM MUSEUM STATION SPRINKLER HYDRANT MAINS LOCATION PLAN	E	CV0010344	0010344_E0C.tif	.tif
F30	CITY CIRCLE REJUVENATION MUSEUM PROPOSED LOCATION OF SERVICES TRENCH IN PARK	B	CV0010345	0010345_B0C.tif	.tif
F31	CITY CIRCLE REJUVENATION MUSEUM NEW FAN ROOMS MN - A. MN-B AND EMERGENCY CONTROL CENTRE	6	CV0010346	0010346_60C.tif	.tif
F32	CITY CIRCLE REJUVENATION MUSEUM NEW SMOKE EXHAUST FAN ROOM MS-A AND SUBSTATION N°1 AND 2	6	CV0010347	0010347_60C.tif	.tif
F33	CITY CIRCLE REJUVENATION MUSEUM SOUTH CONCOURSE. MISCELLANEOUS	3	CV0010348	0010348_30C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	DETAILS				
F34	MUSEUM STATION UPGRADING AND RESTORATION OF INTERNAL WALL TILING PLATFORM PLAN	B	CV0010349	0010349_B0C.tif	.tif
F35	MUSEUM STATION UPGRADING AND RESTORATION OF INTERNAL WALL TILING NORTHERN CONCOURSE + TUNNELS PLAN.	B	CV0010350	0010350_B0C.tif	.tif
F36	MUSEUM STATION UPGRADING AND RESTORATION OF INTERNAL WALL TILING SOUTHERN CONCOURSE + PLATFORM TUNNELS PLAN	B	CV0010351	0010351_B0C.tif	.tif
F37	MUSEUM STATION UPGRADING AND RESTORATION OF INTERNAL WALL TILING SOUTHERN TUNNELS + PORTAL BLDG. PLANS.	B	CV0010352	0010352_B0C.tif	.tif
F38	MUSEUM STATION UPGRADING AND RESTORATION OF INTERNAL WALL TILING TILING ELEVATIONS	B	CV0010353	0010353_B0C.tif	.tif
F39	CITY CIRCLE REJUVENATION MUSEUM LANDSCAPING RESTORATION	0	CV0010354	0010354_00C.tif	.tif
F40	CITY CIRCLE REJUVENATION MUSEUM MUSEUM : SITE LOCATION	D	CV0010470	0010470_D0C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F41	CITY CIRCLE REJUVENATION MUSEUM MUSEUM NORTH LANDSCAPE RESTORATION WORKS	D	CV0010471	0010471_D0C.tif	.tif
F42	CITY CIRCLE REJUVENATION MUSEUM MUSEUM SOUTH LANDSCAPE RESTORATION WORKS	D	CV0010472	0010472_D0C.tif	.tif
F43	CITY CIRCLE REJUVENATION MUSEUM PLATFORM SUBWAYS NORTH, PLANS & SECTIONS EXIT SIGNS	F	CV0010473	0010473_F0C.tif	.tif
F44	CITY CIRCLE REJUVENATION MUSEUM PLATFORM SUBWAYS - SOUTH, PLANS & SECTIONS EXIT SIGNS	F	CV0010474	0010474_F0C.tif	.tif
F45	CITY CIRCLE REJUVENATION MUSEUM EXISTING PARK SURVEY	C	CV0010476	0010476_C0C.tif	.tif
F46	CITY CIRCLE REJUVENATION MUSEUM PROPOSED LOCATION OF SERVICES TRENCH IN PARK	I	CV0010477	0010477_I0C.tif	.tif
F47	CITY CIRCLE REJUVENATION MUSEUM PROPOSED FIRE CONTROL CENTRE	0	CV0010478	0010478_00C.tif	.tif
F48	CITY CIRCLE REJUVENATION MUSEUM PLATFORMS	J	CV0010479	0010479_J0C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	ELEVATIONS				
F49	CITY CIRCLE REJUVENATION MUSEUM (SOUTH) SECTIONS - CONCOURSE & PLATFORM	G	CV0010480	0010480_G0C.tif	.tif
F50	CITY CIRCLE REJUVENATION MUSEUM (NORTH) SECTIONS - CONCOURSE & PLATFORM	L	CV0010481	0010481_L0C.tif	.tif
F51	CITY CIRCLE REJUVENATION MUSEUM EAST PLATFORM CONTROL BOOTH	E	CV0010482	0010482_E0C.tif	.tif
F52	CITY CIRCLE REJUVENATION MUSEUM WEST PLATFORM CONTROL BOOTH	D	CV0010483	0010483_D0C.tif	.tif
F53	CITY CIRCLE REJUVENATION MUSEUM CONTROL BOOTH DETAILS	C	CV0010484	0010484_C0C.tif	.tif
F54	CITY CIRCLE REJUVENATION MUSEUM REFLECTED CEILING PLAN SMOKE AND FAN ROOMS	E	CV0010485	0010485_E0C.tif	.tif
F55	CITY CIRCLE REJUVENATION MUSEUM CONCOURSE NORTH SECTION	D	CV0010486	0010486_D0C.tif	.tif
F56	CITY CIRCLE REJUVENATION MUSEUM CONCOURSE NORTH SECTION	D	CV0010487	0010487_D0C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F57	CITY CIRCLE REJUVENATION MUSEUM SUBWAY CENTRE DETAILS TUNNELS 13 - 15 SECTIONS	B	CV0010488	0010488_B0C.tif	.tif
F58	CITY CIRCLE REJUVENATION MUSEUM EXISTING TOILETS PLAN / ELEVATIONS	E	CV0010489	0010489_E0C.tif	.tif
F59	CITY OF CIRCLE REJUVENATION MUSEUM STATION MASTERS OFFICE STAFF MEAL RM & NEWSAGENT UPGRADE	H	CV0010490	0010490_H0C.tif	.tif
F60	CITY CIRCLE REJUVENATION MUSEUM SUBSTATION N°1 AND 2	K	CV0010491	0010491_K0C.tif	.tif
F61	CITY CIRCLE REJUVENATION MUSEUM EMERGENCY CONTROL ROOM	H	CV0010493	0010493_H0C.tif	.tif
F62	CITY CIRCLE REJUVENATION MUSEUM CEILING DETAILS	D	CV0010494	0010494_D0C.tif	.tif
F63	CITY CIRCLE REJUVENATION MUSEUM BULKHEAD DETAILS AT PEDESTRIAN TUNNEL ENDS	F	CV0010495	0010495_F0C.tif	.tif
F64	CITY CIRCLE REJUVENATION MUSEUM CONCOURSE FLOOR PAVING LAYOUT & PITS	R	CV0010496	0010496_R0C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F65	CITY CIRCLE REJUVENATION MUSEUM PLATFORM FLOOR PAVING LAYOUT & DETAILS (NORTH) 960 - 836	K	CV0010498	0010498_K0C.tif	.tif
F66	CITY CIRCLE REJUVENATION MUSEUM CONTROL BOOTH PLANS, ELEVATIONS, SECTIONS	F	CV0010499	0010499_F0C.tif	.tif
F67	CITY CIRCLE REJUVENATION MUSEUM BARRIER PORTAL DETAILS	A	CV0010500	0010500_A0C.tif	.tif
F68	CITY CIRCLE REJUVENATION MUSEUM CONTROL BOOTH PLANS ELEVATIONS, SECTIONS (PROTOTYPE) MUSEUM SOUTH	C	CV0010501	0010501_C0C.tif	.tif
F69	CITY CIRCLE REJUVENATION MUSEUM WALL BRACKET LIGHT & CABLE DUCT	G	CV0010502	0010502_G0C.tif	.tif
F70	CITY CIRCLE REJUVENATION MUSEUM FHR / FH MOUNTING BRACKET & SUBWAY TUNNEL SERVICES DUCT.	G	CV0010503	0010503_G0C.tif	.tif
F71	CITY CIRCLE REJUVENATION MUSEUM SMOKE EXHAUST GRILLE LOCATIONS - MUSEUM NORTH & SOUTH	T	CV0010504	0010504_T0C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F72	CITY CIRCLE REJUVENATION DETAILS - NEW SMOKE EXHAUST FAN ROOM MUSEUM SOUTH	U	CV0010505	0010505_U0C.tif	.tif
F73	CITY CIRCLE REJUVENATION MUSEUM DETAILS - NEW SMOKE EXHAUST FAN ROOM AT MUSEUM NORTH	P	CV0010506	0010506_P0C.tif	.tif
F74	CITY CIRCLE REJUVENATION MUSEUM SMOKE EXHAUST AND VENTILATION DETAILS MUSEUM NORTH.	P	CV0010507	0010507_P0C.tif	.tif
F75	CITY CIRCLE REJUVENATION MUSEUM FAN ROOM MS-B MUSEUM SOUTH	B	CV0010508	0010508_B0C.tif	.tif
F76	CITY CIRCLE REJUVENATION MUSEUM SERVICES PIT LOCATIONS - SECTIONS	C	CV0010509	0010509_C0C.tif	.tif
F77	CITY CIRCLE REJUVENATION MUSEUM SKETCHES & SKETCH DETAILS	B	CV0010510	0010510_B0C.tif	.tif
F78	CITY CIRCLE REJUVENATION MUSEUM ALTERNATIVES FOR SMOKE EXHAUST LOUVRE AT MUSEUM NORTH	A	CV0010511	0010511_A0C.tif	.tif
F79	CITY CIRCLE REJUVENATION MUSEUM MUSEUM PLATFORM	A	CV0010512	0010512_A0C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	COORDINATION				
F80	MUSEUM STATION UPGRADING GROUND FLOOR PLAN	A	CV0010513	0010513_A0c.tif	.tif
F81	MUSEUM STATION UPGRADING EAST & WEST ELEVATIONS	A	CV0010514	0010514_A0c.tif	.tif
F82	MUSEUM STATION UPGRADING NORTH & SOUTH ELEVATIONS	A	CV0010515	0010515_A0c.tif	.tif
F83	MUSEUM STATION UPGRADING ROOF PLAN, REFLECTED CEILING PLAN & DETAILS	A	CV0010516	0010516_A0c.tif	.tif
F84	MUSEUM STATION UPGRADING AND RESTORATION ROOF PLANT DETAILS.	A	CV0010517	0010517_A0c.tif	.tif
F85	CITY CIRCLE REJUVENATION - MUSEUM STATION PROPOSED MECHANICAL VENTILATION AND AIR CONDITIONING LAYOUT	B	CV0010518	0010518_B0c.tif	.tif
F86	CITY CIRCLE REJUVENATION MUSEUM PLATFORM - CONCOURSE PLANS NORTH AND SOUTH	A	CV0014623	0014623_A0c.tif	.tif
F87	MUSEUM TRANSFORMER & MAIN SW. RM. DIAGRAM OF MAIN CONTROLS	B	EL0019641	0019641_B0c.tif	.tif
F88	MUSEUM STATION CONCOURSE & APPROACHES	A	EL0020869	0020869_A0C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	LIGHTING DIAGRAM				
F89	MUSEUM STATION; 120V. D.C. EMERGENCY LIGHTING; BATTERY ROOM ARRANGEMENT	A	EL0026499	0026499_A0a.tif	.tif
F90	FIRE MANAGEMENT SYSTEM (FMS) UNDERGROUND RAILWAY STATIONS MUSEUM STATION AS BUILT EQUIPMENT LAYOUT CONCOURSE - SOUTH	A	CV0033311	0033311_A0C.tif	.tif
F91	FIRE MANAGEMENT SYSTEM (FMS) UNDERGROUND RAILWAY STATIONS MUSEUM STATION AS BUILT EQUIPMENT LAYOUT CONCOURSE - NORTH	A	CV0033312	0033312_A0C.tif	.tif
F92	FIRE MANAGEMENT SYSTEM (FMS) UNDERGROUND RAILWAY STATIONS MUSEUM STATION AS BUILT EQUIPMENT LAYOUT CONCOURSE SOUTH SUBWAYS	A	CV0033313	0033313_A0C.tif	.tif
F93	FIRE MANAGEMENT SYSTEM (FMS) UNDERGROUND RAILWAY STATIONS MUSEUM STATION AS BUILT EQUIPMENT LAYOUT PLATFORM	A	CV0033314	0033314_A0C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	SUBWAY SOUTH				
F94	FIRE MANAGEMENT SYSTEM (FMS) UNDERGROUND RAILWAY STATIONS MUSEUM STATION AS BUILT EQUIPMENT LAYOUT PLATFORM SUBWAY NORTH	A	CV0033315	0033315_A0C.tif	.tif
F95	FIRE MANAGEMENT SYSTEM (FMS) UNDERGROUND RAILWAY STATIONS MUSEUM STATION AS BUILT EQUIPMENT LAYOUT PLATFORMS	A	CV0033316	0033316_A0C.tif	.tif
F96	FIRE MANAGEMENT SYSTEM (FMS) UNDERGROUND RAILWAY STATIONS MUSEUM STATION AS BUILT EQUIPMENT LAYOUT TUNNELS 13 - 15 DUCTWORK FOR FIRE MANAGEMENT SYSTEM	A	CV0033317	0033317_A0C.tif	.tif
F97	MUSEUM STATION REJUVENATION; AFC CONCOURSE PLANS NORTH & SOUTH	B	CV0041505	0041505_B0C.tif	.tif
F98	FIRE MANAGEMENT SYSTEM (FMS); UNDERGROUND RAILWAY STATIONS; MUSEUM STATION FIRE MANAGEMENT	A	CV0046397	0046397_A0C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	SYSTEM; FIBRE OPTICAL CABLE ROUTE; CONCOURSE - SOUTH.				
F99	FIRE MANAGEMENT SYSTEM (FMS); UNDERGROUND RAILWAY STATIONS; MUSEUM STATION FIRE MANAGEMENT SYSTEM; FIBRE OPTICAL CABLE ROUTE; PLATFORMS 1 AND 2.	A	CV0046398	0046398_A0C.tif	.tif
F100	130 ELIZABETH ST SYDNEY MUSEUM STATION PEDESTRIAN TUNNEL	0	CV0046636	0046636_00c.tif	.tif
F101	MUSEUM STATION PASSIMETER IMPROVED CONTROL OF FLIPPER ARM	A	CV0062366	0062366_A0c.tif	.tif
F102	MUSEUM STATION PASSIMETER IMPROVED CONTROL OF FLIPPER ARM.	A	CV0062370	0062370_A0c.tif	.tif
F103	MUSEUM STATION AREA AVAILABLE FOR LEASING.	0	CV0062483	0062483_00c.tif	.tif
F104	MUSEUM PROVISION OF VERTICAL SPINDLE CENTRICAL PUMP	A	CV0062496	0062496_A0c.tif	.tif
F105	MUSEUM STATION GRILLE FOR BOOKING OFFICE DOOR.	A	CV0062625	0062625_A0c.tif	.tif
F106	MUSEUM HEIGHTENING OF	A	CV0062790	0062790_A0c.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	PASSIMETER TICKET BOOTH				
F107	BRACKETS FOR AMBULANCE STRETCHER CONTAINERS AT WYNYARD - TOWN HALL MUSEUM & ST. JAMES	A	CV0062940	0062940_A0C.tif	.tif
F108	THE CITY RAILWAY MUSEUM STATION NRTH END PASSIMETER TICKET BOOTH	A	CV0062982	0062982_A0C.tif	.tif
F109	MUSEUM STATION PASSIMETER BOOTH - LIVERPOOL ST. ENTRANCE	A	CV0062985	0062985_A0C.tif	.tif
F110	MUSEUM BARRIER STAFF CUBICLES FROM R.E.PETERSHAMS 102/162	A	CV0063121	0063121_A0c.tif	.tif
F111	MUSEUM STATION PROPOSED BOOKSTALL & KIOSK	C	CV0063645	0063645_C0C.tif	.tif
F112	MUSEUM T.C.S. PROPOSED AMALGAMATION OF BOOKSTALL & KIOSK	A	CV0063903	0063903_A0C.tif	.tif
F113	MUSEUM STATION PROPOSED BOOKSTALL & KIOSK REVISED BOOK RACK & COUNTER DETAILS	A	CV0064066	0064066_A0c.tif	.tif
F114	MUSEUM STATION LIVERPOOL ST, BOOKING OFFICE AIR CONDITIONING	A	CV0064203	0064203_A0c.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F115	MUSEUM STATION CITY OF SYDNEY REFURBISHMENT FEBRUARY 1985 TILE REFURBISHMENT CONCOURSE LEVEL	A	CV0064644	0064644_A0c.tif	.tif
F116	MUSEUM STATION CITY OF SYDNEY REFURBISHMENT FEBRUARY 1985 TILE REFURBISHMENT PLATFORM LEVEL	A	CV0064645	0064645_A0c.tif	.tif
F117	MUSEUM; CITY CIRCLE LINE 4.99KM; GOVERNMENT RADIO NETWORK EQUIPMENT ROOM; ELECETRICAL NOTES AND SINGLE LINE DIAGRAM.	A	CV0065538	0065538_A0c.tif	.tif
F118	MUSEUM STATION; CITY CIRCLE 4.99KM; GOVERNMENT RADIO NETWORK; RADIO FREQUENCY & COMMS CABLES; CABLE ROUTE NORTHERN END.	A	CV0066027	0066027_A0c.tif	.tif
F119	MUSEUM STATION; CITY CIRCLE 4.99KM; GOVERNMENT RADIO NETWORK; RADIO FREQUENCY CABLE; CABLE ROUTE SOUTHERN END.	A	CV0066028	0066028_A0c.tif	.tif
F120	MUSEUM CITY INNER LINE 5.060KM TO 5.085KM TRACK SLAB REPLACEMENT	B	CV0066376	0066376_B0c.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	GENERAL ARRANGEMENT & TRANSITION DETAILS GENERAL ARRANGEMENT				
F121	FIRE MANAGEMENT SYSTEM (FMS) UNDERGROUND RAILWAY STATIONS MUSEUM EQUIPMENT LAYOUT CONCOURSE NORTH	4	CV0066500	0066500_40C.tif	.tif
F122	FIRE MANAGEMENT SYSTEM (FMS) UNDERGROUND RAILWAY STATIONS MUSEUM EQUIPMENT LAYOUT CONCOURSE SOUTH SUBWAYS	4	CV0066501	0066501_40C.tif	.tif
F123	FIRE MANAGEMENT SYSTEM (FMS) UNDERGROUND RAILWAY STATIONS MUSEUM EQUIPMENT LAYOUT PLATFORM SUBWAY SOUTH	4	CV0066502	0066502_40C.tif	.tif
F124	FIRE MANAGEMENT SYSTEM (FMS) UNDERGROUND RAILWAY STATIONS MUSEUM EQUIPMENT LAYOUT PLATFORM SUBWAY NORTH	4	CV0066503	0066503_40C.tif	.tif
F125	FIRE MANAGEMENT SYSTEM (FMS) UNDERGROUND RAILWAY STATIONS MUSEUM EQUIPMENT LAYOUT	4	CV0066504	0066504_40C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	PLATFORMS				
F126	FIRE MANAGEMENT SYSTEM (FMS) UNDERGROUND RAILWAY STATIONS MUSEUM EQUIPMENT LAYOUT CONCOURSE - SOUTH	7	CV0066505	0066505_70C.tif	.tif
F127	CHIEF ACCOUNTANTS OFFICE CASTLEREAGH ST 240 VOLT. A.C. SUPPLY CABLE ROUTE FROM MUSEUM STATION	1	EL0090272	0090272_10c.tif	.tif
F128	CHIEF ACCOUNTANTS OFFICE CASTLEREAGH ST; 240 VOLT. A.C. SUPPLY; CABLE ROUTE FROM MUSEUM STATION	A	EL0090272	0090272_A0C.tif	.tif
F129	LOW VOLTAGE FEEDERS GEORGE ST TO MUSEUM STATION VIA LIVERPOOL STREET	D	EL0090443	0090443_D0c.tif	.tif
F130	THE CITY RAILWAY; MUSEUM STATION NORTH END; DETAIL OF TIMBER CENTRES FOR DOUBLE TRACK TUNNEL.	0	CV0146510	0146510_00C.tif	.tif
F131	THE CITY RAILWAY; MUSEUM; PERMANENT TRAVERSE AND TRACK CENTRE LINES; PARK	0	CV0150241	0150241_00C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	STREET TO LIVERPOOL STREET.				
F132	THE CITY RAILWAY; MUSEUM; LOCATION TUNNEL CENTRE LINES; PARK STREET TO LIVERPOOL STREET.	0	CV0150242	0150242_00C.tif	.tif
F133	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; CROSS SECTIONS.	0	CV0150243	0150243_00C.tif	.tif
F134	THE CITY RAILWAY; MUSEUM; HYDE PARK SOUTH WEST CORNER; MUSEUM STATION ENTRANCES ETC.	0	CV0150244	0150244_00C.tif	.tif
F135	THE CITY RAILWAY; MUSEUM; UNDERGROUND DETAILS; PARK STREET TO LIVERPOOL STREET.	0	CV0150245	0150245_00C.tif	.tif
F136	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; CONTOUR PLAN.	0	CV0150246	0150246_00C.tif	.tif
F137	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; ARRANGEMENT OF SUBWAYS.	0	CV0150247	0150247_00C.tif	.tif
F138	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; GENERAL PLAN.	0	CV0150248	0150248_00C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F139	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH END FOUNDATION PLAN.	0	CV0150249	0150249_00C.tif	.tif
F140	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; CONCOURSE PLAN AND ROOF PLAN.	0	CV0150250	0150250_00C.tif	.tif
F141	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END FOUNDATION PLAN.	0	CV0150251	0150251_00C.tif	.tif
F142	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; CROSS SECTIONS AND DETAILS.	0	CV0150252	0150252_00C.tif	.tif
F143	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; CROSS SECTIONS OF CONCOURSE.	0	CV0150253	0150253_00C.tif	.tif
F144	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; CROSS SECTIONS OF CONCOURSE.	0	CV0150254	0150254_00C.tif	.tif
F145	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; CONCOURSE DETAILS.	0	CV0150255	0150255_00C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F146	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; EXTENSIONS TO CONCOURSE DETAILS.	0	CV0150256	0150256_00C.tif	.tif
F147	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; CROSS SECTIONS OF CONCOURSE AND ARCH DETAILS.	0	CV0150257	0150257_00C.tif	.tif
F148	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; SUBWAY EXTENSIONS.	0	CV0150258	0150258_00C.tif	.tif
F149	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH CONCOURSE; GENERAL PLAN AND MARKING PLAN.	0	CV0150259	0150259_00C.tif	.tif
F150	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH END; SECTIONS.	0	CV0150260	0150260_00C.tif	.tif
F151	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH END; SECTIONS.	0	CV0150261	0150261_00C.tif	.tif
F152	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH END; SECTIONS.	0	CV0150262	0150262_00C.tif	.tif
F153	THE CITY RAILWAY; MUSEUM;	0	CV0150263	0150263_00C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	LIVERPOOL STREET STATION; NORTH END; SECTIONS.				
F154	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH END; ENTRANCE AND EXIT SUBWAYS.	0	CV0150264	0150264_00C.tif	.tif
F155	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; MODIFICATION OF CONCOURSE.	0	CV0150265	0150265_00C.tif	.tif
F156	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; STEELWORK DETAILS; COLUMNS; ETC.	0	CV0150266	0150266_00C.tif	.tif
F157	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; STEELWORK DETAILS; COLUMNS; ETC.	0	CV0150267	0150267_00C.tif	.tif
F158	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; STEELWORK DETAILS; COLUMNS; ETC.	0	CV0150268	0150268_00C.tif	.tif
F159	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; STEELWORK DETAILS; COLUMNS; ETC.	0	CV0150269	0150269_00C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F160	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; STEELWORK DETAILS; BEAMS ETC OF CONCOURSE FLOOR.	0	CV0150270	0150270_00C.tif	.tif
F161	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; STEELWORK DETAILS; BEAMS ETC OF CONCOURSE ROOF.	0	CV0150271	0150271_00C.tif	.tif
F162	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; STEELWORK DETAILS; BEAMS ETC OF CONCOURSE ROOF.	0	CV0150272	0150272_00C.tif	.tif
F163	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; STEELWORK DETAILS; BEAMS ETC OF CONCOURSE ROOF; AMENDMENT TO BEAM R23 ON 4-C-210.	0	CV0150273	0150273_00C.tif	.tif
F164	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; MARKING PLAN OF CONCOURSE FLOOR AND TIE	0	CV0150274	0150274_00C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	RODS.				
F165	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; ALTERATIONS TO STEELWORK.	0	CV0150275	0150275_00C.tif	.tif
F166	THE CITY RAILWAY; MUSEUM; STEELWORK FOR ENTRANCES.	0	CV0150276	0150276_00C.tif	.tif
F167	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH END; DETAILS OF ROOF BEAMS.	0	CV0150277	0150277_00C.tif	.tif
F168	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH END; DETAILS OF ROOF BEAMS.	0	CV0150278	0150278_00C.tif	.tif
F169	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH END; DETAILS OF COLUMNS.	0	CV0150279	0150279_00C.tif	.tif
F170	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH END; STEELWORK FOR SUBWAYS.	0	CV0150280	0150280_00C.tif	.tif
F171	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; PROVISION FOR SHOWCASES; NORTH AND SOUTH CONCOURSES.	0	CV0150281	0150281_00C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F172	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH CONCOURSE PLATFORM; BALUSTRADING AND GATES.	0	CV0150282	0150282_00C.tif	.tif
F173	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH CONCOURSE PLATFORM; BALUSTRADING AND GATES.	0	CV0150283	0150283_00C.tif	.tif
F174	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; DETAILS OF BALUSTRADING AND GATES.	0	CV0150284	0150284_00C.tif	.tif
F175	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; REINFORCEMENT FOR MAIN ARCH.	0	CV0150285	0150285_00C.tif	.tif
F176	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH CONCOURSE PLATFORM; REINFORCED CONCRETE ROOF SLAB.	0	CV0150286	0150286_00C.tif	.tif
F177	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; CONCOURSE ROOF SLAB; REINFORCEMENT DETAILS.	0	CV0150287	0150287_00C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F178	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; CONCOURSE ROOF SLAB.	0	CV0150288	0150288_00C.tif	.tif
F179	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; CONCOURSE FLOOR AND STAIRWAY REINFORCEMENT.	0	CV0150289	0150289_00C.tif	.tif
F180	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; BANDS ON ARCH.	0	CV0150290	0150290_00C.tif	.tif
F181	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; MISCELLANEOUS DETAILS.	0	CV0150291	0150291_00C.tif	.tif
F182	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; MAIN ARCH AND SUBWAY CROSS SECTIONS.	0	CV0150292	0150292_00C.tif	.tif
F183	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; MAIN ARCH; CONCRETE DETAILS.	0	CV0150293	0150293_00C.tif	.tif
F184	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; DOUBLE TRACK ARCH CONSTRUCTION UNDER NORTH CONCOURSE PLATFORM.	0	CV0150294	0150294_00C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F185	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH END; REINFORCEMENT FOR ENTRANCE AND EXIT SUBWAYS.	0	CV0150295	0150295_00C.tif	.tif
F186	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; SUBWAY EXTENSIONS; SHEET 3.	0	CV0150296	0150296_00C.tif	.tif
F187	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; SUBWAY EXTENSIONS; SHEET 2.	0	CV0150297	0150297_00C.tif	.tif
F188	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; DETAILS OF SUGGESTED ENTRANCES OF MARK FOYS LTD.	0	CV0150298	0150298_00C.tif	.tif
F189	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET SUBWAY EXTENSIONS; DETAILS OF ENTRANCES.	0	CV0150299	0150299_00C.tif	.tif
F190	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; STEPS AT ENDS OF PLATFORMS.	0	CV0150300	0150300_00c.tif	.tif
F191	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET	0	CV0150301	0150301_00C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	STATION; STONEWORK DETAILS FOR ENTRANCES.				
F192	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; STONEWORK DETAILS AT ENTRANCES.	0	CV0150302	0150302_00C.tif	.tif
F193	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET ENTRANCE.	0	CV0150303	0150303_00C.tif	.tif
F194	THE CITY RAILWAY; MUSEUM; BATHURST STREET ENTRANCE.	0	CV0150304	0150304_00C.tif	.tif
F195	THE CITY RAILWAY; MUSEUM; SETTING OUT DETAIL LIVERPOOL STREET ENTRANCE BUILDING.	0	CV0150305	0150305_00C.tif	.tif
F196	THE CITY RAILWAY; MUSEUM; PROPOSED TRAMWAY INSPECTORS OFFICE.	0	CV0150306	0150306_00C.tif	.tif
F197	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; FAN ROOM AT NORTH END.	0	CV0150307	0150307_00C.tif	.tif
F198	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; FAN ROOM AT SOUTH END.	0	CV0150308	0150308_00C.tif	.tif
F199	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET	0	CV0150309	0150309_00C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	STATION; WALL TILING.				
F200	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; DETAILS OF TILING AND TERRA COTTA.	0	CV0150310	0150310_00C.tif	.tif
F201	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; TILING TO LAVATORIES.	0	CV0150311	0150311_00C.tif	.tif
F202	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; WALL TILING.	0	CV0150312	0150312_00C.tif	.tif
F203	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; PROPOSED ARRANGEMENT OF TRAIN INDICATORS; ILLUMINATED SIGNS ETC.	0	CV0150313	0150313_00C.tif	.tif
F204	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; LAVATORY DETAILS.	0	CV0150314	0150314_00C.tif	.tif
F205	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NOTICES IN WALL TILING.	0	CV0150315	0150315_00C.tif	.tif
F206	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; TILING DETAILS.	0	CV0150316	0150316_00C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F207	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; PLATFORM WALL TILINGS; ETC; VARIATIONS TO SUIT RAISED PLATFORMS.	0	CV0150317	0150317_00C.tif	.tif
F208	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; DETAILS OF WALL PANELS FOR ADVERTISEMENTS.	0	CV0150318	0150318_00C.tif	.tif
F209	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; PLAN OF 6' TERRA COTTA PARTITIONS.	0	CV0150319	0150319_00C.tif	.tif
F210	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; HANDRAIL TO STAIRS.	0	CV0150320	0150320_00C.tif	.tif
F211	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; HANDRAIL TO STAIRS; BATHURST AND LIVERPOOL STREET ENTRANCE; NOTE THIS SUPERSEDES CORRESPONDING PARTS OF 4-C-617	0	CV0150321	0150321_00C.tif	.tif
F212	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; STATION NAME PLATES.	0	CV0150322	0150322_00C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F213	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; TELEPHONE AND SIGNAL ROOM DOORS; OFF EAST AND WEST PLATFORMS.	0	CV0150323	0150323_00C.tif	.tif
F214	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; SUBWAY EXTENSIONS; DETAIL OF WALL TILING.	0	CV0150324	0150324_00C.tif	.tif
F215	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET ENTRANCE; SANDSTONE PIERS.	0	CV0150325	0150325_00C.tif	.tif
F216	THE CITY RAILWAY; MUSEUM; SOUTH END; PUBLIC TELEPHONE DIRECTION BOARDS.	0	CV0150326	0150326_00c.tif	.tif
F217	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET ENTRANCE; VESTIBULE CEILING PLAN.	0	CV0150327	0150327_00C.tif	.tif
F218	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SEWERAGE DETAILS.	0	CV0150328	0150328_00C.tif	.tif
F219	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SEWERAGE DETAILS.	0	CV0150329	0150329_00C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F220	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; NORTH END; SEWERAGE DETAILS.	0	CV0150330	0150330_00C.tif	.tif
F221	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; GENERAL PLAN OF SEWERAGE.	0	CV0150331	0150331_00C.tif	.tif
F222	THE CITY RAILWAY; MUSEUM; GENERAL ARRANGEMENT OF DRAIAGE.	0	CV0150332	0150332_00C.tif	.tif
F223	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; DRAINAGE OF BATTERY ROOM.	0	CV0150333	0150333_00C.tif	.tif
F224	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; PROPOSED VENTILATING SYSTEM FOR CONCOURSE LAVATORIES.	0	CV0150334	0150334_00C.tif	.tif
F225	THE CITY RAILWAY; MUSEUM; SOUTH END; SUBWAY EXTENSIONS; ALTERATIONS AND ADDITIONS TO UNDERGROUND DETAILS.	0	CV0150335	0150335_00C.tif	.tif
F226	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; SOUTH END; DRAINAGE DETAILS.	0	CV0150336	0150336_00C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F227	THE CITY RAILWAY; MUSEUM; HYDE PARK ALTERATIONS DUE TO S.M.C.REGRADING.	0	CV0150337	0150337_00C.tif	.tif
F228	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; WATER SUPPLY; GENERAL.	0	CV0150338	0150338_00C.tif	.tif
F229	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; WATER SUPPLY; DETAILS.	0	CV0150339	0150339_00C.tif	.tif
F230	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET STATION; WATER SUPPLY TO LAVATORIES ETC.	0	CV0150340	0150340_00C.tif	.tif
F231	THE CITY RAILWAY; MUSEUM; PROPOSED TRAMWAY INSPECTORS OFFICE.	0	CV0150341	0150341_00c.tif	.tif
F232	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET CORNER; STREET DRAINAGE.	0	CV0150342	0150342_00c.tif	.tif
F233	THE CITY RAILWAY; MUSEUM; LIVERPOOL STREET CORNER; STREET DRAINAGE; SECTION ALONG LIVERPOOL STREET.	0	CV0150343	0150343_00c.tif	.tif
F234	THE CITY RAILWAY; MUSEUM; NORTH AND SOUTH CONCOURSE DETAILS.	0	CV0150344	0150344_00c.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F235	MUSEUM STATION; CITY CIRCLE 4.99KM; GOVERNMENT RADIO NETWORK; EQUIPMENT ROOM; EQUIPMENT LAYOUT.	B	CV0152753	0152753_B0c.tif	.tif
F236	THE CITY RAILWAY; M.R.C.MUSEUM STATION CONCOURSES.	0	CV0153036	0153036_00c.tif	.tif
F237	THE CITY RAILWAY; MUSEUM STATION; PROPOSED ENTRANCE FROM ROBSONS CORNER.	0	CV0153052	0153052_00c.tif	.tif
F238	THE CITY RAILWAY; MUSEUM STATION; TEMPORARY SHELTERS; ENTRANCES IN HYDE PARK.	0	CV0153053	0153053_00c.tif	.tif
F239	THE CITY RAILWAY; MUSEUM AND ST JAMES STATIONS; TEMPORARY TICKET BOOTHS.	0	CV0153054	0153054_00c.tif	.tif
F240	THE CITY RAILWAY; MUSEUM AND ST JAMES STATIONS; NOTICE BOARDS.	0	CV0153055	0153055_00c.tif	.tif
F241	THE CITY RAILWAY; MUSEUM AND ST JAMES STATIONS; TICKET COLLECTORS BOX.	0	CV0153057	0153057_00c.tif	.tif
F242	THE CITY RAILWAY; MUSEUM AND ST JAMES STATIONS; ENTRANCES; AWNINGS OVER.	0	CV0153066	0153066_00c.tif	.tif
F243	THE CITY RAILWAY; MUSEUM AND ST JAMES STATIONS; AWNING	0	CV0153073	0153073_00c.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	BRACKETS,				
F244	THE CITY RAILWAY; ST JAMES AND MUSEUM STATIONS; QUEENS SQUARE AND BATHURST STREET ENTRANCES.	0	CV0153090	0153090_00c.tif	.tif
F245	THE CITY RAILWAY; MUSEUM STATION; PROPOSED TRAMWAY WAITING ROOM & OFFICES NEAR LIVERPOOL STREET ENTRANCE;	0	CV0153119	0153119_00c.tif	.tif
F246	AUDIT OF CITY UNDERGROUND DRAINAGE; DRAINAGE SYSTEM DETAILS; LOCATION OF SERVICES; MUSEUM STATION - ST JAMES STATION.	0	CV0163896	0163896_00c.gif	.tif
F247	AUDIT OF CITY UNDERGROUND DRAINAGE; DRAINAGE SYSTEM DETAILS; LOCATION OF SERVICES; GOULBURN ST - MUSEUM STATION STATION.	0	CV0163897	0163897_00c.gif	.tif
F248	CITY CIRCLE REJUVENATION MUSEUM HYDRAULIC SERVICES CONCOURSE LEVELS NORTH & SOUTH	L	CV0168858	0168858_L0C.tif	.tif
F249	CITY CIRCLE REJUVENATION MUSEUM HYDRAULIC	H	CV0168864	0168864_H0C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	SERVICES FAN ROOM DETAILS				
F250	CITY CIRCLE REJUVENATION MUSEUM HYDRAULIC SERVICES FAN ROOM DETAILS	H	CV0168865	0168865_H0C.tif	.tif
F251	CITY CIRCLE REJUVENATION MUSEUM HYDRAULIC SERVICES PLATFORM PLANS	E	CV0168866	0168866_E0C.tif	.tif
F252	CITY CIRCLE REJUVENATION MUSEUM HYDRAULIC SERVICES WATER CONNECTIONS TO LIVERPOOL STREET & NORTH CONCOURSE AMENITIES	C	CV0168867	0168867_C0C.tif	.tif
F253	CITY CIRCLE REJUVENATION MUSEUM REFLECTED CEILING PLAN CONCOURSE NORTH & SOUTH	M	CV0168877	0168877_M0C.tif	.tif
F254	CITY CIRCLE REJUVENATION MUSEUM CONCOURSE PLANS NORTH & SOUTH	U	CV0168878	0168878_U0C.tif	.tif
F255	CITY CIRCLE REJUVENATION MUSEUM SUBWAYS CONCOURSE-SOUTH	L	CV0168879	0168879_L0C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F256	CITY UNDERGROUND TRACK SLAB REPLACEMENT ST JAMES & MUSEUM STATIONS PRECAST CONCRETE SLEEPER - TYPE 1	D	CV0168912	0168912_D0c.tif	.tif
F257	CITY UNDERGROUND TRACK SLAB REPLACEMENT ST JAMES & MUSEUM STATIONS PRECAST CONCRETE SLEEPER - TYPE 1	B	CV0170204	0170204_B0c.tif	.tif
F258	MUSEUM STATION; CITY CIRCLE 4.99KM; GOVERNMENT RADIO NETWORK; COMMUNICATIONS CABLE; ANTENNA & CO-AXIAL CABLE ROUTE	A	CV0170994	0170994_A0c.tif	.tif
F259	MUSEUM STATION FIRE SPRINKLER & HYDRANT / HOSE REEL LAYOUT PLATFORM LEVEL	D	CV0178938	0178938_D0C.tif	.tif
F260	MUSEUM STATION FIRE SPRINKLER & HYDRANT MAINS LOCATION PLAN & VALVE ROOM ARRANGEMENT	B	CV0178939	0178939_B0C.tif	.tif
F261	MUSEUM STATION INPARK WORKS	A	CV0178940	0178940_A0C.tif	.tif
F262	MUSEUM SKETCH SHOWING WHERE THOMAS ALLES BARKER WAL FATALLY INJURED ON 29-9-44 AT 7-	A	CV0185794	0185794_A0c.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	28AM				
F263	MUSEUM STATION NORTH - MECHANICAL VENTILATION & AIR CONDITIONING SWITCHBOARD MCC - MN - 01	A	EL0188432	0188432_A0c.tif	.tif
F264	MUSEUM STATION NORTH - SMOKE CONTROL SUPPLY AIR BOOSTER FANS SWITCHBOARD MCC - MN - 02	A	EL0188433	0188433_A0c.tif	.tif
F265	MUSEUM STATION NORTH - SMOKE CONTROL SUPPLY AIR BOOSTER FANS SWITCHBOARD MCC - MN - 02	A	EL0188434	0188434_A0c.tif	.tif
F266	MUSEUM STATION NORTH - SMOKE CONTROL FRESH AIR SUPPLY FAN SWITCHBOARD MCC - MN - 04	A	EL0188435	0188435_A0c.tif	.tif
F267	MUSEUM STATION SOUTH - MUSEUM SMOKE FANS (HUB)	A	EL0188436	0188436_A0c.tif	.tif
F268	MUSEUM STATION SOUTH - SMOKE CONTROL SMOKE SPILL FAN SWITCHBOARD MCC - MN - 03	A	EL0188437	0188437_A0c.tif	.tif
F269	MUSEUM STATION NORTH - MECHANICAL VENTILATION REMOTE CONTROL PANEL MVCP-MN-01	A	EL0188438	0188438_A0c.tif	.tif
F270	MUSEUM STATION CONCOURSE LEVEL COMMUNICATIONS	E	EL0190176	0190176_E0C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	SERVICES				
F271	MUSEUM STATION CONCOURSE LEVEL COMMUNICATIONS LAYOUT	E	EL0190177	0190177_E0C.tif	.tif
F272	MUSEUM STATION CONCOURSE SOUTH SUBWAYS COMMUNICATIONS LAYOUT	C	EL0190178	0190178_C0C.tif	.tif
F273	MUSEUM STATION PALTFORM SUBWAYS SOUTH COMMUNICATIONS LAYOUT	C	EL0190179	0190179_C0C.tif	.tif
F274	MUSEUM STATION PALTFORM SUBWAYS NORTH COMMUNICATIONS LAYOUT	C	EL0190180	0190180_C0C.tif	.tif
F275	MUSEUM STATION PALTFORM LEVEL COMMUNICATIONS LAYOUTS	C	EL0190181	0190181_C0C.tif	.tif
F276	ELECTRICAL SERVICES MUSEUM STATION LEGEND & DRAWING LIST	F	EL0190182	0190182_F0C.tif	.tif
F277	ELECTRICAL SERVICES MUSEUM STATION SITE PLAN	F	EL0190183	0190183_F0C.tif	.tif
F278	ELECTRICAL SERVICES MUSEUM STATION MAIN SINGLE LINE DIAGRAM	K	EL0190184	0190184_K0C.tif	.tif
F279	MUSEUM STATION DISTRIBUTIONS BOARDS SINGLE LINE DIAGRAMS	D	EL0190185	0190185_D0C.tif	.tif
F280	ELECTRICAL SERVICES MUSEUM STATION PLATFORM LEVEL	C	EL0190186	0190186_C0C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	LIGHTING LAYOUT				
F281	ELECTRICAL SERVICES MUSEUM STATION SOUTH PLATFORM SUBWAYS LIGHTING	C	EL0190187	0190187_C0C.tif	.tif
F282	ELECTRICAL SERVICES MUSEUM STATION NORTH PLATFORM PEDESTRIAN SUBWAY LIGHTING	C	EL0190188	0190188_C0C.tif	.tif
F283	ELECTRICAL SERVICES MUSEUM STATION CONCOURSE SOUTH LIGHTING LAYOUT	G	EL0190189	0190189_G0C.tif	.tif
F284	ELECTRICAL SERVICES MUSEUM STATION CONCOURSE NORTH LIGHTING LAYOUT	D	EL0190190	0190190_D0C.tif	.tif
F285	ELECTRICAL SERVICES MUSEUM STATION SOUTH SUBWAYS LIGHTING	E	EL0190191	0190191_E0C.tif	.tif
F286	ELECTRICAL SERVICES MUSEUM STATION SOUTH PLATFORM POWER LAYOUT	C	EL0190192	0190192_C0C.tif	.tif
F287	ELECTRICAL SERVICES MUSEUM STATION NORTH PLATFORM POWER LAYOUT	B	EL0190193	0190193_B0C.tif	.tif
F288	ELECTRICAL SERVICES MUSEUM STATION CONCOURSE SOUTH POWER	I	EL0190194	0190194_I0C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	AND RETICULATION LAYOUT				
F289	ELECTRICAL SERVICES MUSEUM STATION CONCOURSE NORTH POWER LAYOUT	E	EL0190195	0190195_E0C.tif	.tif
F290	MUSEUM STATION ELECTRICAL SERVICES FIBRE OPTIC PLATFORM LIGHTING	A	EL0190196	0190196_A0C.tif	.tif
F291	ELECTRICAL SERVICES MUSEUM STATION ROOM LAYOUTS	B	EL0190197	0190197_B0C.tif	.tif
F292	ELECTRICAL SERVICES MUSEUM STATION DETAILS	C	EL0190198	0190198_C0C.tif	.tif
F293	ELECTRICAL SERVICES MUSEUM STATION LV EARTING BONDS	A	EL0190199	0190199_A0C.tif	.tif
F294	MUSEUM STATION GENERAL ARRANGEMENT MIMS LAYOUT SKETCH 56	A	CV0194265	0194265_A0c.tif	.tif
F295	MUSEUM STATION ARRANGEMENT(SHEET 2) MIMS LAYOUT SKETCH 11	A	CV0194266	0194266_A0c.tif	.tif
F296	MUSEUM STATION ARRANGEMENT(SHEET 4) MIMS LAYOUT SKETCH 12	A	CV0194267	0194267_A0c.tif	.tif
F297	MUSEUM STATION ARRANGEMENT(SHEET 5) MIMS LAYOUT SKETCH 13	A	CV0194268	0194268_A0c.tif	.tif
F298	MUSEUM STATION ARRANGEMENT(SHEET 3) MIMS LAYOUT SKETCH 14	A	CV0194269	0194269_A0c.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F299	MUSEUM STATION ARRANGEMENT(SHEET 6) MIMS LAYOUT SKETCH 15	A	CV0194270	0194270_A0c.tif	.tif
F300	CITY RAILWAY GOULBURN ST TO MUSEUM. IMPROVEMENTS TO TRACK DRAINAGE SOUTH OF MUSEUM STATION.	A	CV0205612	0205612_A0c.tif	.tif
F301	MUSEUM STATION	A	CV0206925	0206925_A0c.tif	.tif
F302	THE CITY RAILWAY MUSEUM STATION	A	CV0206937	0206937_A0c.tif	.tif
F303	TWIN TUNNELS BETWEEN GOULBURN STREET & MUSEUM STATION	A	CV0206948	0206948_A0c.tif	.tif
F304	THE CITY RAILWAY MAIN ARCH AT MUSEUM STATION	A	CV0206953	0206953_A0c.tif	.tif
F305	MUSEUM STATION PLAN RE ACCIDENT	A	CV0212421	0212421_A0C.tif	.tif
F306	THE CITY RAILWAY PROPOSAL FOR IMPROVED TRACK DRAINAGE NORTH OF MUSEUM.	0	CV0212586	0212586_00c.tif	.tif
F307	PROPOSAL FOR IMPROVED TRACK DRAINAGE NORTH OF MUSEUM	0	CV0212587	0212587_00c.tif	.tif
F308	MUSEUM STATION PROPOSED ACCOMMODATION FOR TRAMWAY INSPECTORS	0	CV0212708	0212708_00c.tif	.tif
F309	CITY RAILWAY MUSEUM STATION LIGHTING NORTHERN END CONDUIT ARRANGEMENT	F	EL0215706	0215706_F0C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F310	CITY RAILWAY MUSEUM STATION LIGHTING SOUTHERN END CONDUIT ARRANGEMENT	H	EL0215710	0215710_H0C.tif	.tif
F311	CITY RAILWAY ST JAMES & MUSEUM STATION LIGHTING 2200V SWITCHGEAR ARRANGEMENT & DETAILS	B	EL0216157	0216157_B0C.tif	.tif
F312	CITY RAILWAY MUSEUM STATION LIGHTING SOUTHERN END SUBWAY EXTENSION CONDUIT ARRANGEMENT	D	EL0216190	0216190_D0C.tif	.tif
F313	MUSEUM STATION; PLATFORM 2; ST JAMES END; ACCESS STAIRWAY ARRANGEMENT	0	CV0217556	0217556_00c.tif	.tif
F314	MUSEUM STATION; PLATFORM 2; ST JAMES END; ACCESS STAIR DETAILS	0	CV0217557	0217557_00c.tif	.tif
F315	MUSEUM STATION; PLATFORM 1; CENTRAL END; ACCESS STAIRWAY ARRANGEMENT	0	CV0217599	0217599_00c.tif	.tif
F316	MUSEUM STATION; PLATFORM 1; CENTRAL END; ACCESS STAIR DETAILS	0	CV0217600	0217600_00c.tif	.tif
F317	MUSEUM STATION; PLATFORM 1; ST JAMES END; ACCESS STAIRWAY ARRANGEMENT	0	CV0217609	0217609_00c.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F318	MUSEUM STATION; PLATFORM 1; ST JAMES END; ACCESS STAIR DETAILS	0	CV0217610	0217610_00c.tif	.tif
F319	MUSEUM STATION; PLATFORM 2; CENTRAL END; ACCESS STAIRWAY ARRANGEMENT	0	CV0217648	0217648_00c.tif	.tif
F320	MUSEUM STATION; PLATFORM 2; CENTRAL END; ACCESS STAIR DETAILS - SHEET 1	0	CV0217649	0217649_00c.tif	.tif
F321	MUSEUM STATION; PLATFORM 2; CENTRAL END; ACCESS STAIR DETAILS - SHEET 2	0	CV0217650	0217650_00c.tif	.tif
F322	MUSEUM - CITY CIRCLE - 5.00KM STATION LOCATION PLAN	0	EL0222770	0222770_00c.tif	.tif
F323	MUSEUM - CITY CIRCLE - 5.00KM EQUIPMENT AND CABLING LAYOUT SHEET 1	0	EL0222771	0222771_00c.tif	.tif
F324	MUSEUM - CITY CIRCLE - 5.00KM EQUIPMENT AND CABLING LAYOUT SHEET 2	0	EL0222772	0222772_00c.tif	.tif
F325	MUSEUM - CITY CIRCLE - 5.00KM EQUIPMENT AND CABLING LAYOUT SHEET 3	0	EL0222773	0222773_00c.tif	.tif
F326	MUSEUM - CITY CIRCLE - 5.00 KM COMMUNICATIONS AND ELECTRICAL INTERCONNECTION DIAGRAM	1	EL0222774	0222774_10c.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F327	MUSEUM - CITY CIRCLE - 5.00KM 240V 50HZ DISTRIBUTION BOARD SINGLE LINE DIAGRAM	0	EL0222775	0222775_00c.tif	.tif
F328	CCTV LAYOUT MUSEUM RAILWAY STATION	3	CV0231108	0231108_30c.tif	.tif
F329	CCTV LAYOUT MUSEUM RAILWAY STATION	3	CV0231109	0231109_30c.tif	.tif
F330	CCTV LAYOUT MUSEUM RAILWAY STATION	3	CV0231110	0231110_30c.tif	.tif
F331	CCTV LAYOUT MUSEUM RAILWAY STATION	3	CV0231111	0231111_30c.tif	.tif
F332	CCTV LAYOUT MUSEUM RAILWAY STATION	3	CV0231112	0231112_30c.tif	.tif
F333	CITY CIRCLE REJUVENATION MUSEUM KEY. PLAN & LEGEND	A	CV0232010	0232010_A0C.tif	.tif
F334	CITY CIRCLE REJUVENATION MUSEUM BATHURST & LIVERPOOL ST CONCOURSE LIGHTING LAYOUT	A	CV0232011	0232011_A0C.tif	.tif
F335	CITY CIRCLE REJUVENATION MUSEUM BATHURST & LIVERPOOL ST CONCOURSE POWER LAYOUT	A	CV0232012	0232012_A0C.tif	.tif
F336	CITY CIRCLE REJUVENATION MUSEUM SOUTH PLATFORMS LIGHTING, POWER & PA SYSTEM LAYOUTS	A	CV0232013	0232013_A0C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F337	CITY CIRCLE REJUVENATION MUSEUM NORTH PLATFORM POWER & PA SYSTEM. LAYOUT	A	CV0232014	0232014_A0C.tif	.tif
F338	CITY CIRCLE REJUVENATION MUSEUM SUBWAY CENTRE TUNNEL LIGHTING, POWER & P.A. LAYOUT	A	CV0232015	0232015_A0C.tif	.tif
F339	CITY CIRCLE REJUVENATION MUSEUM DETAIL SHEET COMM. BLOCK CABLING DIAGRAM	A	CV0232016	0232016_A0C.tif	.tif
F340	CITY CIRCLE REJUVENATION MUSEUM ELECTRICAL SERVICES DISTRIBUTION BOARD SCHEMATIC DIAGRAMS	A	CV0232017	0232017_A0C.tif	.tif
F341	CITY CIRCLE REJUVENATION MUSEUM NORTHERN SIGNALS & COMMUNICATION EQUIPMENT LAYOUT	A	CV0232018	0232018_A0C.tif	.tif
F342	CITY CIRCLE REJUVENATION MUSEUM CENTRAL & SOUTHERN SIGNALS & COMMUNICATION EQUIPMENT LAYOUT	A	CV0232019	0232019_A0C.tif	.tif
F343	CITY CIRCLE REJUVENATION MUSEUM PLATFORM	A	CV0232020	0232020_A0C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	SUBWAYS - LOCATION PLAN				
F344	CITY CIRCLE REJUVENATION MUSEUM PLATFORM SUBWAYS - NORTH, PLANS & SECTIONS	A	CV0232021	0232021_A0C.tif	.tif
F345	CITY CIRCLE REJUVENATION MUSEUM PLATFORM SUBWAYS - SOUTH, PLANS & SECTIONS	A	CV0232022	0232022_A0C.tif	.tif
F346	MUSEUM HEIGHTENING OF PASSIMETER TICKET BOOTH	A	CV0244274	0244274_A0c.tif	.tif
F347	MUSEUM STATION SITE PLAN	A	CV0248398	0248398_A0c.tif	.tif
F348	MUSEUM STATION PLATFORM LEVEL SANITARY DRAINAGE	A	CV0248399	0248399_A0c.tif	.tif
F349	MUSEUM STATION WATER CONNECTIONS TO LIVERPOOL STREET & NORTH CONCOURSE AMENITIES	A	CV0248400	0248400_A0c.tif	.tif
F350	MUSEUM STATION EXTERNAL SERVICES DRAINAGE & COLD WATER	A	CV0248401	0248401_A0c.tif	.tif
F351	MUSEUM CONCOURSE NORTH PART PLAN WATER AND DRAINAGE SERVICES	A	CV0248402	0248402_A0c.tif	.tif
F352	MUSEUM STATION SOUTH CONCOURSE AMENITIES	A	CV0248403	0248403_A0c.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	SANITARY DRAINAGE & COLD WATER				
F353	MUSEUM STATION PLATFORM SANITARY DRAINAGE & COLD WATER	A	CV0248404	0248404_A0c.tif	.tif
F354	ST JAMES & MUSEUM STATIONS WORKING DRAWINGS JULY 1985 CLEANING AND REFURBISHMENT OF TILES	0	CV0254468	0254468_00c.tif	.tif
F355	MUSEUM STATION EXTENSIONS TO CONTROL ROOMS ON PLATFORMS 1 & 2	A	CV0255584	0255584_A0c.tif	.tif
F356	(MUSEUM STATION) CITY OF SYDNEY (GOULBURN ST) CITY. RAILWAY. CITY : OF SYDNEY LOCALITY : MUSEUM STATION. PARISH : OF ST. LAWRENCE. COUNTRY: OF CUMBERLAND.	A	CV0256804	0256804_A0c.tif	.tif
F357	(MUSEUM STATION) CITY OF SYDNEY (GOULBURN ST) CITY RAILWAY PLAN FOR LEASE PURPOSES, THE COMMISSIONER FOR RAILWAYS TO THE COUNCIL OF THE CITY OF SYDNEY PARISH OF ST LAWRENCE COUNTY OF CUMBERLAND	0	CV0256805	0256805_00c.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F358	LOCALITY LOFTUS LINE ILLAWARRA KILOMETRAGE 26K. 0 TO 26K. 7 SURVEY TO MARK PART BOUNDARY ADJOINING TRAMWAY MUSEUM AND STATE RAIL AUTHORITY	A	CV0276522	0276522_A0c.tif	.tif
F359	MUSEUM STATION EXISTING WATER	A	CV0282130	0282130_A0c.tif	.tif
F360	THE CITY RAILWAY. MUSEUM STATION WATER SERVICES.	A	CV0293445	0293445_A0C.tif	.tif
F361	MUSEUM CAR EVD - 656 SCHEMATIC WIRING DIAGRAM	B	FL0301071	0301071_B0C.tif	.tif
F362	MUSEUM CAR EDV - 656 ELECTRICAL PANEL DETAILS	A	FL0330196	0330196_A0c.tif	.tif
F363	PLAN OF PART OF THE LAND IN C.T. VOL.1493 FOL.22. CITY:SYDNEY LOCALITY:MUSEUM STATION PARISH:ST LAWRENCE COUNTY:CUMBERLAND	A	CV0373722	0373722_A0c.tif	.tif
F364	MUSEUM STATION TRACK SLAB INVESTIGATION	A	CV0386544	0386544_A0c.tif	.tif
F365	MUSEUM STATION TRACK SLAB INVESTIGATION	A	CV0386546	0386546_A0c.tif	.tif
F366	MUSEUM STATION CONCOURSE LEVEL SOUTH COMMUNICATIONS SERVICES.	0	SG0405387	0405387_000000c.tif	.tif
F367	MUSEUM STATION CONCOURSE LEVEL NORTH COMMUNICATIONS SERVICES	0	SG0405388	0405388_000000c.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
F368	MUSEUM STATION CONCOURSE SOUTH SUBWAYS COMMUNICATIONS SERVICES	0	SG0405389	0405389_000000c.tif	.tif
F369	MUSEUM STATION PLATFORM SUBWAYS SOUTH COMMUNICATIONS LAYOUT	0	SG0405390	0405390_000000c.tif	.tif
F370	MUSEUM STATION PLATFORM SUBWAYS NORTH COMMUNICATIONS LAYOUT	0	SG0405391	0405391_000000c.tif	.tif
F371	MUSEUM STATION PLATFORM LEVEL COMMUNICATIONS LAYOUTS	0	SG0405392	0405392_000000c.tif	.tif
F372	CITY UNDERGROUND TRACK SLAB REPLACEMENT MUSEUM STATION DRAINAGE LAYOUT	0	CV0419819	0419819_00c.tif	.tif
F373	CITY UNDERGROUND TRACK SLAB REPLACEMENT MUSEUM STATION DRAINAGE DETAILS	0	CV0419820	0419820_00c.tif	.tif
F374	CITY UNDERGROUND TRACK SLAB REPLACEMENT MUSEUM STATION CONCRETE DETAILS	0	CV0419821	0419821_00c.tif	.tif
F375	SYDNEY HARBOUR FORESHORE AUTHORITY ULTIMO SYDNEY PLAN SHOWING DETAIL AND LEVELS POWER HOUSE MUSEUM AND	0	CV0420019	0420019_00C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	SYDNEY HARBOUR FORESHORE AUTHORITY PROPERTIES				
F376	MUSEUM CITY CIRCLE - 4.812KM TO 5.120KM RAILWAYS OVERHEAD WIRING AUXILIARY FEEDER - CITY INNER OHW PROFILE	A	EL0440845	0440845_A0c.tif	.tif
F377	CITY CIRCLE REJUVENATION MUSEUM SOUTHERN END STREET LEVEL PLAN	0	CV0443038	0443038_00C.tif	.tif
F378	CITY CIRCLE REJUVENATION MUSEUM SOUTHERN END CONCOURSE LEVEL PLAN	0	CV0443039	0443039_00C.tif	.tif
F379	CITY CIRCLE REJUVENATION MUSEUM SOUTHERN END PLATFORM LEVEL PLAN	0	CV0443040	0443040_00C.tif	.tif
F380	CITY CIRCLE REJUVENATION MUSEUM PORTAL BUILDING LIFT STREET AND CONCOURSE LEVEL PLANS	0	CV0443041	0443041_00C.tif	.tif
F381	CITY CIRCLE REJUVENATION MUSEUM PORTAL BUILDING LIFT STREET AND CONCOURSE SECTIONS AND	0	CV0443042	0443042_00C.tif	.tif

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	ELEVATIONS				
F382	CITY CIRCLE REJUVENATION MUSEUM PORTAL CONCOURSE LIFTS CONCOURSE AND PLATFORM LEVEL PLANS ELEVATION	0	CV0443043	0443043_00C.tif	.tif
F383	CITY CIRCLE REJUVENATION MUSEUM PORTAL CONCOURSE LIFTS CONCOURSE AND PLATFORM SECTION	0	CV0443044	0443044_00C.tif	.tif
F384	PF114 CITY RAILWAY. HYDE PARK. ST. JAMES CHURCH. ENTRANCES TO ST. JAMES AND MUSEUM STATIONS.	A	CV0460944	0460944_A0c.tif	.tif
F385	MUSEUM CITY CIRCLE 4.812KM TO 5.120KM TESTING OF CONCRETE LINING LOCATION OF CORE HOLES	A	CV0497271	0497271_A0c.tif	.tif
F386	MUSEUM CITY CIRCLE- 4.812KM / 5.120KM RAILWAYS OVERHEAD WIRING AUXILIARY FEEDER - CITY INNER LAYOUT	A	EL0497284	0497284_A0c.tif	.tif
F387	MUSEUM CITY CIRCLE - 5.069KM RAILWAYS OVERHEAD WIRING LOCATION C15+069 CROSS SECTION	B	EL0497322	0497322_B0c.tif	.tif
G	General Information				
G1	Property classification figure	21-Mar-14		EAP_1820_MUSEUM_D003_B1	.pdf

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
G2	Plan showing land occupied by the Sydney City Railway Tunnels Stations and Approaches to Stations.		1024-41/781A	1024_41_781A	.pdf
G3	Longitudinal Section showing levels of the Strata occupied by the Sydney City Railway Tunnels Stations and Approaches to Stations.		1024-41-782A	1024_41_782A	.pdf
G4	Land and Property information NSW - Title seach	5-Jul-13	TAP 1/1062685	1_DP1062685_incl_DP	.pdf
G5	Land and Property information NSW - Title seach	5-Mar-13	TAP 1/1082647	1_DP1082647_incl_DP	.pdf
G6	TfNSW Approval to Discharge or Reuse Water	2.0	9TP-FT-207	9tp-ft-207	doc
G7	TfNSW Chemical Storage and Spill Response Guidelines	2.0	9TP-SD-066	9tp-sd-066	pdf
G8	TfNSW Construction Noise Strategy	2.0	7TP-ST-157	7tp-st-157	pdf
G9	TfNSW Environmental Incident/Non-Compliance Report	7.0	9TP-FT-101	9tp-ft-101	doc
G10	TfNSW Environmental Incident Classification and Reporting	12.0	9TP-PR-105	9tp-pr-105	pdf
G11	TfNSW Environmental Policy	Feb-12	1TP-PO-002	1tp-po-002	pdf
G12	TfNSW Guide to Compliance Monitoring and Reporting using PECOMS	5.0	9TP-SD-012	9tp-sd-012	pdf
G13	TfNSW Guide to Environmental Control Map	6.0	3TP-SD-015	3tp-sd-015	pdf
G14	TfNSW Guide to Environmental Design	5.0	4TP-SD-018	4tp-sd-018	pdf

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	Constraints Map clauses 1, 2 and 3				
G15	TfNSW Out-of-hours Assessment	8.0	3TP-PR-065	3tp-pr-065	pdf
G16	TfNSW Out-of-hours Work Application Form (EPL Variation NOT Required)	6.0	9TP-FT-079	out-of-hours_work_application_form_epl_variation_not_required_9tp-ft-079	doc
G17	TfNSW Out-of-hours Work Application Form (EPL Requirements)	8.0	9TP-FT-080	out-of-hours_work_application_form_epl_requirements_9tp-ft-080	doc
G18	TfNSW Pre-Construction Minor Works Approval	2.0	9TP-FT-202	pre-construction_minor_works_approval_9tp-ft-202	doc
G19	TfNSW Safety and Environmental Incident Report	2.0	90-FT-002	safety_and_environmental_incident_report_form_90-FT-002	doc
G20	TfNSW Sustainable Design Guidelines	7.0	7TP-ST-114	7tp-st-114	pdf
G21	TfNSW System Deficiency Notice	3.0	9TP-FT-032	system_deficiency_notice_9tp-ft-032	doc
G22	TfNSW Water Discharge and Reuse Guideline	3.0	7TP-ST-146	7tp-st-146	pdf
G23	St James and Museum Stations – Heritage and Energy Efficient Lighting Upgrade Recommendations	Aug-14		Museum and St James Stations light study	pdf
G24	Museum Station Easy Access Upgrade – Site Area – Ground Level		TAP-1820-AR-5001A	Combined_Utilities_116807507_ISG56_1	dwg
G25	Museum Station Easy Access Upgrade – Site Area – Ground Level	A - 31JULY2014	TAP-1820-AR-5001A	TAPX_1820_MUSEUM_D003_B	pdf

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
G26	Marked up Deed	3271671_11		DESIGN AND CONSTRUCTION CONTRACT Contract Number: TAP-05-D&C Transport Access Program Museum Station Easy Access Upgrade Project	pdf
G27	Marked up Deed Schedule	3271670_12		DESIGN AND CONSTRUCTION CONTRACT Contract Number: TAP-05-D&C Transport Access Program Museum Station Easy Access Upgrade Project Deed Schedule	pdf
G28	Marked up Works Brief	3298672_19		Exhibit B - Works Brief	pdf
G29	Marked up Works Brief - Appendix A Interface Schedule	2659399_13		Exhibit B Works Brief - Appendix A Interface Schedule	pdf
G30	Up to Date Information Document and Material List - pdf doc	3-Oct-14		Up to Date Information Document and Material List - pdf doc	pdf
G31	Up to Date Information Document and Material List - word doc	3-Oct-14		Up to Date Information Document and Material List - word doc	.doc
G32	Marked up Works Brief - Appendix G Codes and Standards	3379558_03		Exhibit B Works Brief - Appendix G Codes and Standards	pdf
G33	Marked up Deed	3271671_15		DESIGN AND CONSTRUCTION CONTRACT Contract Number: TAP-05-D&C Transport Access Program	pdf

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
				Museum Station Easy Access Upgrade Project	
G34	Marked up Deed Schedule	3271670_17		DESIGN AND CONSTRUCTION CONTRACT Contract Number: TAP-05-D&C Transport Access Program Museum Station Easy Access Upgrade Project Deed Schedule	pdf
G35	Marked up Works Brief	3298672_21		Exhibit B - Works Brief	pdf
G36	Marked up Works Brief - Appendix A Interface Schedule	2659399_15		Exhibit B Works Brief - Appendix A Interface Schedule	pdf
H	Principal's Design - CAD files				
H1	Group GSA	30-May-14		Group GSA CAD files	Native format
H2	Parsons Brinckerhoff	30-May-14		Parsons Brinckerhoff CAD	Native format
I	Services Drawings				
I1	Irrigation Line	27-Mar-11	NS269	Hyde Park Decoder Line - As built detail	.pdf
I2	Drainage Layout Plan	21-Feb-91	RA 150-100-03-H	Hyde Park South-Drainage Layout L'pool St end-002	.pdf
I3	As Built Drawing	21-Oct-92	AFI073-1 AFI073-2 AFI073-3 AFI073-4	Hyde Park Sth-Irrigation AsBuilt-4p	.pdf
I4	Museum Station cable schedule	23-Mar-11		0175CA040401-A02 Museum Cable Schedule	.excel
I5	ADT CCTV and Help Point system upgrade			ADT Museum Station	.dwg

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	- Museum Station				
I6	COVER SHEET	A02	0175DWG0404	0175DWG0404	.pdf
I7	CCTV LAYOUT - PLATORMS 1 & 2 NORTH	A02	0175LA040401	0175LA040401	.pdf
I8	CCTV LAYOUT - PLATFORMS 1 & 2 SOUTH	A02	0175LA040402	0175LA040402	.pdf
I9	CCTV LAYOUT - CONCOURSE	A02	0175LA040403	0175LA040403	.pdf
I10	CCTV LAYOUT - SUBWAY CENTRE	A02	0175LA040404	0175LA040404	.pdf
I11	CCTV BLOCK DIAGRAM - PART 1	A02	0175SY040401	0175SY040401	.pdf
I12	CCTV BLOCK DIAGRAM - PART 2	A02	0175SY040402	0175SY040402	.pdf
I13	CCTV BLOCK DIAGRAM - PART 3	A02	0175SY040403	0175SY040403	.pdf
I14	CCTV BLOCK DIAGRAM - NETWORK & VIDEO	A02	0175SY040404	0175SY040404	.pdf
I15	CCTV RACK LAYOUT - RACK 1 FRONT	A02	0175ME040401	0175ME040401	.pdf
I16	CCTV RACK LAYOUT - RACK 1 REAR	A02	0175ME040402	0175ME040402	.pdf
I17	CCTV RACK LAYOUT - RACK 2 FRONT	A02	0175ME040403	0175ME040403	.pdf
I18	CCTV RACK LAYOUT - RACK 2 REAR	A02	0175ME040404	0175ME040404	.pdf
I19	STATION CABLE SCHEDULE	4 – 23/03/2011	0175CA040401	0175CA040401-A02 Museum Cable Schedule	EXCEL
I20	FMS AS BUILT EQUIPMENT LAYOUT CONCOURSE - SOUTH	16.07.09	M-AB-20301	55365 (Museum)	PDF
I21	FMS AS BUILT EQUIPMENT	Nov-00	M-AB-20302	55366 (Museum)	PDF

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	LAYOUT CONCOURSE NORTH				
I22	FMS AS BUILT EQUIPMENT LAYOUT CONCOURSE SOUTH SUBWAYS	16.07.09	M-AB-20303	55367(Museum)	PDF
I23	FMS AS BUILT EQUIPMENT LAYOUT PLATFORM SUBWAY SOUTH	16.07.09	M-AB-20304	55368(Museum)	PDF
I24	FMS AS BUILT EQUIPMENT LAYOUT PLATFORM SUBWAY NORTH	16.07.09	M-AB-20305	55369 (Museum)	PDF
I25	FMS AS BUILT EQUIPMENT LAYOUT PLATFORMS	16.07.09	M-AB-20306	55369 (Museum)	PDF
I26	AS BUILT DOCUMENTATION MUS MUSEUM PHASE TWO ENABLEMENT WORKS	22-Aug-12	As Built_Museum_v1.0	As Built_Museum_v1.0	PDF
I27	MUSEUM SUBSTATION 1 ARRANGEMENT AND FLOOR PLAN	D	EL0001865	EL0001865_D0c	PDF
I28	MUSEUM SUBSTATION 2 ARRANGEMENT AND FLOOR PLAN	D	EL0001866	EL0001866_D0c	PDF
I29	ST JAMES S/S 1&2 MUSEUM S/S 1&2 CONTROL CIRCUITS	C	EL0001867	EL0001867_C0c	PDF
I30	HIGH AND LOW FEEDER CABLES	Z	EL0045995	EL0045995A10C	PDF
I31	ELECTRICAL SERVICES SOUTH SUBWAY LIGHTING	E	EL0190191	EL0190191_E0C	PDF
I32	ELECTRICAL SERVICES LV BONDS	A	EL0190199	EL0190199_A0C	PDF

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
I33	240V 50HZ DISTRIBUTION BOARD SINGLE LINE DIAGRAM	0	EL0222775	EL0222775_00c	PDF
I34	FIRE SAFETY CERTIFICATE	1/7/2013		Fire Safety Schedule Museum	PDF
I35	MUSEUM BLOCK DIAGRAM	1/17/2013	MUSEUM BLOCK DIAGRAM.VSD	Museum Block Diagram	PDF
I36	MUSEUM SCHEMATIC DIAGRAM	12/18/2012	MUSEUM SCHEMATIC DIAGRAM.VSD	Museum schematic diagram	PDF
I37	ADT MUSEUM STATION		COVER SHEET	Museum Station	DWG
			0175LA040401		
			0175LA040402		
			0175LA040403		
			0175LA040404		
			0175SY040401		
			0175SY040402		
			0175SY040403		
			0175SY040404		
			0175ME040401		
			0175ME040402		
			0175ME040403		
			0175ME040404		
I38	TELECOMMUNICATIONS AUDIT MUS MUSEUM	6/3/2011	RFX WS24901	Museum_v1.0	PDF
I39	RFI TPD007 / WORK PACKAGE TAP-1820	4/9/2013	TPD007 FOR TAP-1820	RFI TPD007_TAP-1820	PDF
I40	MARTIN PLACE AUDIO SYSTEM SCHEMATIC DIAGRAM	9/20/2010	MARTIN PLACE AUDIO SYSTEM SCHEMATIC DIAGRAM.VSD	Visio-Martin Place (1Oct2010)	PDF

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
I41	Museum PSC-2320_Lift 2 Construction Method and Tree 301s	4/7/2014		Museum PSC-2320_Lift 2 Construction Method and Tree 301s	outlook
I42	CALDIS COOK MUSEUM PLAN SHOWING DETAIL AND LEVEL SURVEY AT STREET LEVEL	2/3/2010	3932-09-B	3932-09-B	PDF & CAD
I43	CALDIS COOK MUSEUM PLAN SHOWING DETAIL AND LEVEL SURVEY AT CONCOURSE LEVEL	2/3/2010	3932-10-B	3932-10-B	PDF & CAD
I44	CALDIS COOK MUSEUM PLAN SHOWING DETAIL AND LEVEL SURVEY AT PLATFORM LEVEL	2/3/2010	39-32-11-B	3932-11-B	PDF & CAD
I45	CALDIS COOK MUSEUM PLAN SHOWING DETAIL AND LEVEL SURVEY AT STREET LEVEL	2/3/2010	3932-12-B	3932-12-B	PDF & CAD
I46	CALDIS COOK MUSEUM PLAN SHOWING DETAIL AND LEVEL SURVEY AT CONCOURSE LEVEL	2/3/2010	3932-13-B	3932-13-B	PDF & CAD
I47	CALDIS COOK MUSEUM PLAN SHOWING DETAIL AND LEVEL SURVEY AT PLATFORM LEVEL	2/3/2010	3932-14-B	3932-14-B	PDF & CAD
I48	CALDIS COOK MUSEUM PLAN SHOWING DETAIL AND LEVELS MARK FOYS SUBWAY	10/7/2010	3932-G-24	3932-G-24	PDF & CAD
J	Concept Design RFIs				
J1	FMS museum as built	16-Jul-09	M-AB-20301	55365 (Museum)	.pdf

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
	drawing				
J2	FMS museum as built drawing	Nov-00	M-AB-20302	55366 (Museum)	.pdf
J3	FMS museum as built drawing	16-Jul-09	M-AB-20303	55367(Museum)	.pdf
J4	FMS museum as built drawing	16-Jul-09	M-AB-20304	55368(Museum)	.pdf
J5	FMS museum as built drawing	16-Jul-09	M-AB-20305	55369 (Museum)	.pdf
J6	FMS museum as built drawing	16-Jul-09	M-AB-20306	55370 (Museum)	.pdf
J7	FW: Museum Station - RFI TPD.005, 6, 7 & 8 for TAP-1820 (mail 1 of 2)	19-Apr-13		FW Museum Station - RFI TPD 005 6 7 & 8 for TAP-1820 (mail 1 of 2)	Outlook item
J8	FW: Museum Station - RFI TPD.005, 6, 7 & 8 for TAP-1820 (mail 2 of 2)	16-Apr-13		FW Museum Station - RFI TPD 005 6 7 & 8 for TAP-1820 (mail 2 of 2)	Outlook item
J9	Museum Station - RFI TPD.005, 6, 7 & 8 for TAP-1820 (mail 1 of 2)	16-Apr-13		Museum Station - RFI TPD 005 6 7 & 8 for TAP-1820 (mail 1 of 2)	Outlook item
J10	RE: Museum Station - RFI TPD.005, 6, 7 & 8 for TAP-1820	15-Apr-13		RE Museum Station - RFI TPD 005 6 7 & 8 for TAP-1820	Outlook item
J11	RE: Museum Station - RFI TPD.005, 6, 7 & 8 for TAP-1820	12-Apr-13		RE Museum Station - RFI TPD 005 6 7 & 8 for TAP-1820_2	Outlook item
J12	RFI PA System	9-Apr-13		RFI TPD007_TAP-1820	.pdf
J13	RFI 9	28-Mar-13		RFI_PB_009_130328	.pdf
J14	RFI 9 response	28-Mar-13		RFI_PB_009_Response_130412	.pdf
J15	RFI 9 response	28-Mar-13		RFI_PB_009_Response_130416	.pdf
J16	Martin Place Audio system	20-Sep-10		Visio-Martin Place (1Oct2010)	.pdf
J17	Museum Station - Main single diagram. Electrical services	19-Jun-95	EL0190184	0190184_K0C.tif	.tif
J18	Museum Station - Platform lighting layout. Electrical services	5-Sep-94	EL0190186	0190186_C0C.tif	.tif

Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
J19	Museum Station - Subway lighting. Electrical services	15-Jan-96	EL0190191	0190191_E0C.tif	.tif
J20	Museum Station lighting conduit arrangement	28-Jul-26	EL0216190	0216190_D0C.tif	.tif
J21	Museum Station lighting lamp terminal box	24-Jan-23	EL0219121	0219121_40c.tif	.tif
J22	Museum Station platform lighting conduits	24-Jan-23	EL0219123	0219123_B0c.tif	.tif
J23	Museum Station structural alterations for lighting conduits	2-Jul-23	EL0219124	0219124_B0c.tif	.tif
J24	Museum Station structural alterations for lighting conduits	29-Jan-23	EL0219125	0219125_B0c.tif	.tif
J25	Museum Station distribution main terminal box	29-Jan-23	EL0219126	0219126_20c.tif	.tif
J26	Museum Station lighting draw box 1	30-Jan-23	EL0286421	0286421_B0c.tif	.tif
J27	Railways overhead wiring aux feeder - city inner	26-Jul-12	EL0440845	0286421_B0c.tif	.tif
J28	RE: Museum Station - RFI TPD.010 for TAP-1820	30-Apr-13		RE Museum Station - RFI TPD 010 for TAP-1820	Outlook item
J29	RE: Museum Station - RFI TPD.010 for TAP-1820 (email 1of2)	2-May-13		RE: Museum Station - RFI TPD.010 for TAP-1820 (email 1of2)	Outlook item
J30	RE: Museum Station - RFI TPD.010 for TAP-1820 (email 2 of 2)	2-May-13		RE: Museum Station - RFI TPD.010 for TAP-1820 (email 2 of 2)	Outlook item
J31	RFI 16	2-Apr-13		RFI_PB_016_130412	.pdf
J32	Museum substation 2 interim earthing arrangement			EL0001151	.pdf
J33	Planroom search listing			RFI_PB_016_Central Planroom Image Database Search (2)	.excel
J34	RFI 16 response	12-Apr-13		RFI_PB_016_Respo	.pdf

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
				nse_130430	
J35	RFI 16 response	30-Apr-13		RFI_PB_016A_130501	.pdf
J36	RE: RFI TPD012/Work Package TAP-1820	21-May-13		RE RFI TPD012 Work Package TAP-1820	Outlook item
J37	RFI 22	15-May-13		RFI_PB_022_130515	.pdf
J38	RFI 22 response	30-May-13		RFI_PB_022_13051530_response	.pdf
J39	Fire safety certificate Museum Station			Fire_Safety_Schedule_Museum	.doc
J40	RE RFI TPD014 Work Package TAP-1820	30-May-13		RE RFI TPD014 Work Package TAP-1820	Outlook item
J41	RFI 26 response	30-May-13		RFI_PB_026_130530_response	.pdf
J42	RFI 26	22-May-13		TAP-1820-RF-0026	.pdf
J43	RFI 17	29-Apr-13		RFI_PB_017_130429	.pdf
J44	RFI 17 response			RFI_PB_017_RC_Response130507	.pdf
J45	RFI 17 response	8-May-13		RFI_PB_017_Response_130508	.pdf
K	Tender Briefing and Planning Approval				
K1	Tender Briefing Presentation	14-Aug-14	n/a	Museum Station Easy Access Upgrade Project Tender Briefing	.pdf
K2	Review of Environmental Factors (REF) August 2014	15-Aug-14	3451615_3	FINAL REF (Public Display)_Museum Station Easy Access Upgrade (July2014)	.pdf
K3	Visual Impact Assessment (Arup, 2014)	6-Mar-14	2014-06-03 Museum VIA.doc	FINAL VISUAL impact assessment (Revised Design June 2014)_Museum Station Easy Access Upgrade	.pdf
K4	Statement of Heritage Impact (Godden Mackay Logan, 2014)	6-Aug-14	14-0046/2	FINAL (Revised Aug 2014)_Statement of HERITAGE Impact+appendicies _Museum Station	.pdf

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Information Document No.	Description	Date / Revision	Drawing / Document Number	Filename	Electronic Format
				Easy Access Upgrade	
K5	Traffic, Transport and Access Impact Assessment (Parsons Brinkerhoff, 2014)	D - 02/06/2014	TAP-1820-RP-0003-RevD	FINAL Traffic Transport and Access Impact Assessment_Museum Station Easy Access Upgrade	.pdf
K6	Noise and Vibration Impact Assessment (SLR, 2014)	06/06/2014	610.12273-R1	FINAL NOISE & Vibration Impact Assessment (Revised Design June 2014)_Museum Station Easy Access Upgr	.pdf
K7	Arboricultural Impact Assessment (Tree Wise Men, 2014)	May 2014	2254RevLayout03	FINAL ARBORICULTURAL Impact Assessment (Revised Design May 2014)_Museum Station Easy Access Upgrade	.pdf
K8	Section 60 Application Summary Report (August 2014)	1-Aug-14	2681289	FINAL_S60 Application SUMMARY REPORT Museum Easy Access Upgrade Project	.pdf
K9	Lift 3 Access Review Report (Parsons Brinkerhoff 16 July 2014)	16/07/2014	2177423-GEN-MEM-200 RevA	FINAL Lift 3 Access Review_(PB) 16 July 2014	.pdf

18. Information from Contractor's Tender Schedules

(Clauses 6.4(b) and 6.7)

Prices and Rates for valuation of Variations:

The prices and rates referred to in clause 6.4(b)(i)(A) of the Deed are those set out in the table below, which prices and rates exclude Overhead Costs and profits and are not subject to rise and fall.

ITEM	DESCRIPTION	Rate ($) (A$, excl GST, OH&P)
	Labour	
1	Project Manager	
2	Project Engineer	
3	Design Manager	
4	Design Engineer	
5	Architect	
6	Draftsperson	
7	Construction Manager	
8	Construction Engineer	
9	Civil Works Construction Manager	
10	Site Manager	
11	Site Engineer	
12	Site Foreman / Supervisor	
13	Safety Officer	
14	Leading Hand	
15	Geotechnical Engineer / Advisor	
16	Mechanical Engineer / Designer	

ITEM	DESCRIPTION	Rate ($) (A$, excl GST, OH&P)
17	Structural Engineer / Designer	[redacted]
18	Civil Engineer / Designer	
19	Hydraulic Engineer / Designer	
20	Environmental Scientist / Hygienist	
21	BCA Advisor	
22	DDA / Access Advisor	
23	Fire Engineer / Designer	
24	Earthing & Bonding Engineer/Designer	
25	LV Engineer/Designer	
26	Communications Engineer/Designer	
27	Quantity Surveyor	
28	Transport & Traffic Access Advisor	
29	Security Advisor (NSW security license class 2A)	
30	ESD Advisor	
31	Heritage Advisor	
32	Arborist Advisor	
33	Noise and Vibration Advisor	
34	WHS Manager	
	Tradesman	
35	- Electrician	
36	- Surveyor & Chainman	
37	- Welder/boil-maker	

ITEM	DESCRIPTION	Rate ($) (A$, excl GST, OH&P)
38	- Form-worker	[redacted]
39	- Plumber	
40	- Roofer	
41	- Painter	
42	Labourer	
43	Plant Operator (not otherwise included in rate for plant)	
44	Worksite Protection Officer (P02)	
45	Worksite Protection Officer (P04)	
46	PW52/53	

The following rates include mobilisation, demobilisation cost and travel float. All rates for general plant include operator(s) if required:

ITEM	DESCRIPTION	Rate ($) (A$, excl GST, OH&P)
	General Plant	[redacted]
1	Jackhammer	
2	Generator (Contractor to specify size / spec)	
3	Water cart (6,000 – 9,000 Litres)	
4	Piling Rig (Contractor to specify size / spec)	
5	Elevated Work Platform (on track)	
6	Boom lift	
7	Bob cat 1T	

ITEM	DESCRIPTION	Rate ($) (A$, excl GST, OH&P)
8	Bob cat 3T	[redacted]
9	High-rail vehicle (Contractor to specify size / spec)	
10	Dump Truck	
	Excavator	
11	- 3T	
12	- 8T	
13	- 13.5T	
14	- 20T	
15	- 30T	
16	Concrete truck (6m3, 3 axle)	
17	Concrete pump	
18	General pump	
	Major Civil Construction Plant	
19	Rock breakers	
20	Rock cutting saws	
21	Drilling rigs for rock bolting and soil nailing	
22	Shotcrete guns	
23	Small cranes	
	Others	
24	*Disposal of General Solid Waste (nonputrescible)	

* The rate set out in the table above for [redacted]



19. Form of Warranty

(Clause 2.2(g))

This Deed Poll is made the day of 20

To: **Transport for NSW** (ABN 18 804 239 602), a corporation established by section 3C of the *Transport Administration Act 1988* (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (***Principal***); and

[Add other beneficiaries as nominated by TfNSW] (***Beneficiary***)

By: That person described in Item 1 of the Schedule (***Warrantor***) which expression will include its successors and assigns.

RECITALS

A. The Warrantor has supplied the items described in Item 2 of the Schedule (***Equipment***) to the person described in Item 3 of the Schedule (***Contractor***) or the person described in Item 4 of the Schedule, a subcontractor of the Contractor (***Subcontractor***), for the works (***Works***) being carried out by the Contractor under the deed described in Item 5 of the Schedule (***Deed***) with the Principal.

B. It is a requirement of the Deed that the Contractor procure the Warrantor to give the following warranties in favour of the Principal and Beneficiary with respect to the Equipment.

OPERATIVE

1. Quality

The Warrantor:

(a) warrants to the Principal and Beneficiary that the Equipment will be to the quality and standard stipulated by the Deed and will be of merchantable quality and fit for the purpose for which it is required; and

(b) gives the warranty more particularly set out in Item 6 of the Schedule with respect to the Equipment.

The above warranties are in addition to and do not derogate from any warranty implied by law in respect of the Equipment.

2. Replacement

The Warrantor warrants to the Principal and Beneficiary that it will replace so much of the Equipment as:

(a) is found to be of a lower quality or standard than that referred to in clause 1; or

(b) shows deterioration of such extent that in the opinion of the Principal or Beneficiary the Equipment ought to be made good or replaced in order to achieve fitness for the purpose for which it is required, whether on account of utility, performance, appearance or otherwise,

within the period described in Item 7 of the Schedule.

3. Warrantor to bear cost

The Warrantor covenants to the Principal and Beneficiary that it will bear the cost of any work necessary to any part of the Works to enable the requirements of clause 2 to be carried out or to make good the Works afterwards.

4. Principal not liable

The Warrantor acknowledges to the Principal and Beneficiary that nothing contained in this Deed Poll is intended to nor will render either the Principal or Beneficiary in any way liable to the Warrantor in relation to any matters arising out of the Deed or otherwise.

5. This Deed Poll may not be revoked

This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Principal and Beneficiary.

6. Governing Law and jurisdiction

(a) This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.

(b) The Warrantor 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.

7. Enforcement of this Deed Poll

For the avoidance of doubt this Deed Poll is enforceable by any of the Principal or Beneficiary.

Schedule

Item 1	Name and Address of Warrantor	[#]
Item 2	Equipment (Recital A)	[#]
Item 3	Contractor (Recital A)	[#]
Item 4	Subcontractor (Recital A)	[#]
Item 5	Deed (Recital A)	[#]
Item 6	Detailed Warranty of Warrantor (Clause 1(b))	[#]
Item 7	Period of Years (Clause 2)	[#] years from the expiry of the last "Defects Rectification Period" as defined in the General Conditions (including any extension under clause 8.6 of the General Conditions)

EXECUTED AS A DEED POLL

Executed by ***[insert name of Warrantor]***
(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

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20. Form of Statutory Declaration

(Clause 11.7(e)(i))

Statutory Declaration	*Oaths Act (NSW) Ninth Schedule*
I,.....	*insert full name of Declarant*
of	*insert address*
do solemnly and sincerely declare that:	
1. I am the representative of:	*insert name of Contractor, and ABN if applicable*
.....*(ABN*.....)	
*("the **Contractor**")*	
in the Office Bearer capacity of:	*insert position title of Declarant*
.....	
2. The Contractor has a contract with the [ ]:	*Insert name of Principal*
.....	*insert name of Contract*
*("the **Contract**")*	
3. I personally know the facts which I have set out in this declaration.	
4. All employees who have at any time been engaged by the Contractor for work done under the Contract:	
(a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and	
(b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,	*insert names and addresses of the unpaid employees, the amounts unpaid, and whether in respect of*
with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:	

	Employee: *Amount unpaid or not accrued:*	*wages, allowances, holiday pay, long service leave payments and superannuation entitlement etc.*
	5. Attached to and forming part of this declaration, as Annexure A, is a supporting statement for the purposes of section 13(7) of the Building and Construction Industry Security of Payment Act 1999 (NSW).	
6.	*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.*	
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;* *(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 8(b) above which have not been paid, received or accrued,

except for the following subcontractors to the Contractor who have failed to provide such a declaration:

Subcontractor: *Due amount unpaid:*

.....

.....

.....

.....

.....

.....

.....

insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this claim

9. *Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:*

Employee, subcontractor or supplier: *Amount unpaid or not accrued:*

.....

.....

.....

insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts

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.... 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, as Annexure B, is a "Subcontractor's Statement" given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987 (NSW), Payroll Tax Act 2007 (NSW) and Industrial Relations Act 1996 (NSW) which is a written statement:* *(a) under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;* *(b) under section 18(6) of schedule 2 of part 5 of the Payroll Tax Act 2007 in the form and providing the detail required by that legislation; and* *(c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.* 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 1987 (NSW), the Payroll Tax Act 2007 (NSW) and the Industrial Relations Act 1996 (NSW) ("Acts"); and* *(b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.* 14. *I am not aware of anything which would contradict the statements*	*listed as unpaid or not accrued to them.*

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made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 (NSW).

Declared at

this ....day of

.....20

Before me:

Signature of person before whom the declaration is made	Signature of declarant
Full name and qualifications of person before whom the declaration is made	

And as a witness, I certify the following matters concerning the person who made this declaration (**declarant**):

*[*strike out the text that does not supply]*

1. *I saw the face of the declarant.

   OR

   *I did not see the face of the declarant because the declarant was wearing a face covering, but I am satisfied that the declarant had a special justification for not removing the covering.

2. *I have known the declarant for at least 12 months.

   OR

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*I confirm the declarant's identity using the following identification document:

Identification document relied on (may be original or certified copy)

Signature of person before whom the declaration is made

Declared at

this ....day of 20

Before me:

Signature of person before whom the declaration is made

Signature of declarant

Full name and qualifications of person before whom the declaration is made

* *The declaration must be made before one of the following persons:*

- *where the declaration is sworn within the State of New South Wales:*
  - *(i) a justice of the peace of the State of New South Wales;*
  - *(ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or*
  - *(iii) a notary public.*
- *where the declaration is sworn in a place outside the State of New South Wales:*
  - *(i) a notary public; or*

	(ii) *any person having authority to administer an oath in that place.*	

Note: From 30 April 2012 new requirements to confirm the identity of the declarant became mandatory in NSW. Witnesses must certify that they have seen the face of the declarant **and** either that they have known the declarant for more than 12 months, or confirmed their identity by sighting an approved identification document.

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Annexure A

Supporting statement by head contractor regarding payment to subcontractors

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this statement, the terms "principal", "head contractor", "subcontractor", and "construction contract" have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act 1999*.

Head contractor: [*business name of head contractor*]
ABN: [[*ABN*]

* 1. has entered into a contract with:[*business name of subcontractor*]

ABN: [*ABN*]

Contract number/identifier: [*contract number/identifier*]

OR

* 2. has entered into a contract with the subcontractors listed in the attachment to this statement.

* [*Delete whichever of the above does not apply*]

This statement applies for work between [*start date*] and [*end date*] inclusive (the construction work concerned), subject of the payment claim dated [date].

I,[*full name*], being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors have been paid (not including any amount identified in the attachment as an amount in dispute).

Signature: ..... Date: .....

Full name: ..... Position/Title: .....

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Attachment

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	**ABN**	**Contract number / identifier**	**Date of works (period)**	**Date of payment claim (head contractor claim)**

Schedule of subcontractors for which an amount is in dispute and has not been paid				
Subcontractor	**ABN**	**Contract number / identifier**	**Date of works (period)**	**Date of payment claim (head contractor claim)**

Annexure B

SUBCONTRACTOR'S STATEMENT

REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION (Note 1 - see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW), and s127 *Industrial Relations Act 1996* (NSW) where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ..... ABN: .....

(Business name)

of .....

(Address of Subcontractor)

has entered into a contract with ..... ABN:.....

(Business name of principal contractor) **(Note 2)**

Contract number/identifier

.....

(Note 3)

This Statement applies for work between: ...../...../..... and ...../...../..... Inclusive **(Note 4)**

subject of the payment claim dated: ...../...../..... **(Note 5)**

I, ... a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

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(a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick **[ ]** if true and comply with **(b)** to **(g)** below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick **[ ]** and only complete **(f)** and **(g)** below. You must tick one box. **(Note 6)**

(b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated ...../...../..... **(Note 7)**

(c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. **(Note 8)**

(d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007* (NSW), the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. **(Note 9)**

(e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. **(Note 10)**

(f) Signature ..... Full name.....

(g) Position/Title ..... Date ...../...../.....

NOTE: *Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987* (NSW).

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Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW) and section 127 of the *Industrial Relation Act 1996* (NSW). If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

   A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called the ***subcontractor***) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees / workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.

3. Provide the unique contract number, title, or other information that identifies the contract.

4. In order to meet the requirements of section 127 of the *Industrial Relations Act 1996* (NSW), a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

   Section 127(6) of the *Industrial Relations Act 1996* (NSW) defines remuneration '*as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.*'

   Section 127(11) of the *Industrial Relations Act 1996* (NSW)states '*to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.*'

5. Provide the date of the most recent payment claim.

6. For Workers Compensation purposes an exempt employer is an employer who pays less than $7500 annually, who does not employ an apprentice or trainee and is not a member of a group.

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7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.

8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.

9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.

10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

(a) the person is the subcontractor;

(b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or

(c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act*

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1987, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

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21. Property Owner's Certificate

(Clause 3.4(b))

This deed poll is made the day of 20

To: **Transport for NSW** (ABN 18 804 239 602), a corporation established by section 3C of the *Transport Administration Act 1988* (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (***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 by ***[insert name]*** in the presence of:

Signature

Signature of Witness

Name of Witness in full

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22. Site and Site Requirements

(Clauses 1.1, 2.7, 3.1, 3.3 and 13.1(c))

22.1 General

Without limiting the Contractor's other obligations under this Deed in relation to the Site, the Contractor, must, in executing the Contractor's Activities, comply with the requirements set out in this Schedule 22.

The Contractor will be given access to the parts of the Site at the times and subject to compliance by the Contractor with the conditions set out in this Schedule 22.

In this Schedule 22:

"Control" of an area of the Site including any Worksite means undertaking all the activities required to manage and control all access to and across an area of the Site, including any Worksite, and maintaining the temporary and permanent infrastructure provided by the Contractor including the Temporary Works. Such activities will include managing, controlling and maintaining the security of an area of the Site, including any Worksite, conducting basic familiarisation and safety inductions for all those accessing an area of the Site including any Worksite (but not inductions specific to Other Contractor's work), operating and maintaining the temporary and permanent infrastructure provided by the Contractor including the Temporary Works and liaising with Authorities.

"Reinstate" means restoring the Worksite to a condition not less than that existing immediately prior to the Contractor obtaining access to the Worksite, including in compliance with conditions of the Planning Approval, any Third Party Agreement requirements and any additional conditions required by relevant Authorities, but excluding any change to temporary infrastructure required for use of the Worksite after the reinstatement.

"Contractor's Investigation Access Notice" means a written notice issued by the Contractor to the Principal that provides at least 10 Business Days' notice of the date that the Contractor requires access to a particular Worksite to perform survey, testing or investigation work and also nominates the extent of the work to be undertaken and the period of access required by the Contractor.

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"Contractor's Construction Access Notice" means a written notice issued by the Contractor to the Principal that provides at least 10 Business Days' notice of the date that the Contractor requires access to a particular Worksite to perform construction work. The Contractor's Construction Access Notice must include the following details:

(a) the date the Contractor requires access to the particular Worksite;

(b) the period of time the Contractor requires access to the particular Worksite; and

(c) details of the nature of the Works and/or Temporary Works to be carried out in the particular Worksite.

22.2 Site

The Site consists of the Worksites identified in Table 1 below and which are identified on the drawings in Exhibit H of the Deed (**"Site, Worksites and related drawings"**) and as otherwise defined in the General Conditions. These Worksites will be made available to the Contractor by the Principal for the purposes of the Deed.

Table 1. Site

Drawing Number and Revision	Worksite Identified on Drawings
[redacted]	

[redacted]

22.3 Contractor Procured Site

The Contractor Procured Site consists of the Worksites identified in Table 2 below which are identified on the drawings in Exhibit H of the Deed (**"Site, Worksites and related drawings**"). The Contractor must itself obtain access to these Worksites for the purposes of the Deed.

Table 2. Contractor Procured Site

Drawing Number and Revision	Worksite identified on Drawings
[redacted]	

For avoidance of doubt, the Concourse Area indicated on [redacted] and the Platform Area indicated on [redacted] does not include Area 1, Area 2, Area 3, Area 4, Area 5, Area 6, Area 7 and Area 8.

22.3A Zone 1A Investigation Activities

The Contractor may apply to the City of Sydney Council for approval to access Zone 1A prior to 27 April 2015 for the sole purpose of carrying out site investigation activities. The Principal will provide the Contractor with all reasonable assistance in obtaining such approval. The Contractor must provide the Principal's Representative a Contractor's Investigation Access Notice.

If the City of Sydney Council approves an application by the Contractor to access Zone 1A prior to 27 April 215, the Contractor must:

(a) only set up temporary hoardings or barriers required for the particular site investigation activities that are approved by the Principal's Representative in accordance with the Contractor's Investigation Access Notice; and

(b) not establish any site compounds or erect any permanent hoardings and barriers as described in Schedule 3 until 27 April 2015.

22.4 Construction Site Access and Use Conditions

(a) The Contractor has Control of, and must Control, the Construction Site including any Worksites within the Site, commencing on the access date and under the conditions identified in Table 3.

(b) The Contractor must Reinstate Zones 1A, Zone 2A, Zone 2B, and Zone 3 to a condition not less than that existing immediately prior to the Contractor obtaining access to that area, in compliance with the conditions of this Deed, the Planning Approval and any additional conditions required by relevant Authorities, unless otherwise identified in Table 3.

(c) The Contractor must comply with the following general conditions in relation to the Construction Site and the specific requirements identified in the table below:

(i) the removal of any trees is subject to the prior written approval of the Principal's Representative;

(ii) vehicle access to and from the Construction Site, including the location of all entrances, points of access, turning restrictions, slip lanes, traffic volumes and weight limits on local streets, hours of work and the like must comply with the Planning Approval, all other Authority Approvals, the Traffic Management Plan required under TfNSW Standard Requirements TSR Prelude and the Site Traffic Management Plan required under TfNSW Standard Requirements TSR S1;

(iii) the site office facilities provided for the Principal must be provided when, and in the places, required by the Principal's Representative and as otherwise required under Schedule 3;

(iv) the Contractor must ensure that protection and reinstatement of the condition and features of the Construction Site, including any Worksites, comply with the Planning Approval and all other Authority Approvals;

(v) the Contractor must comply with the conditions of all leases, licences and easements under which the Principal or any relevant Rail Transport Agency is entitled (as against the owner of a part of the Site) to have access to a part of the Site (including any Third Party Agreements);

(vi) property owners and/or their tenants shall have access to the Construction Site, including any Worksites, to facilitate the undertaking of emergency repairs or maintenance on their properties or premises or emergency response in general; and

(vii) the Contractor must protect all existing utility Services within and adjacent to the Worksites in accordance with the requirements of the respective utility companies.

(d) The Contractor acknowledges that the Construction Site may include vehicular driveways or access and egress points that are shared with property owners, their tenants and/or Other Contractors. The Contractor must not impede or interfere with the function and use of these driveways or access and egress points.

(e) The Contractor acknowledges that the Construction Site extends across, over and under railways. The Contractor will not have exclusive use of these railways. The Contractor must coordinate its use of these railways with any relevant Rail Transport Agency and Other Contractors.

(f) The Contractor acknowledges that in addition to the site conditions of access and use stated in this Schedule 22, the conditions of access and use of various Worksite will be subject to the requirements specified in Schedule 11.

Table 3. Access Dates and Conditions

Worksite Identified on Drawings	*Access Dates*	*Conditions of Access and Use*
[redacted]		

Worksite Identified on Drawings	***Access Dates***	***Conditions of Access and Use***
[redacted]		

23. Form of Subcontractor Deed

(Clause 2.2(f))

THIS DEED POLL is made on ....., 20..... by

..... ACN..... of

..... (the ***Subcontractor***).

RECITALS:

A. **Transport for NSW** (ABN 18 804 239 602), a corporation established by section 3C of the *Transport Administration Act 1988* (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (***Principal***) has entered into a deed with [ ] (***Contractor***) for the design and 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 sign a deed in the form of the attached Deed of Novation with such substitute contractor as the Principal may nominate; and

4. This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.

5. The Subcontractor 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.

6. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Principal.

7. 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 THIS DEED POLL

Transport for NSW (ABN 18 804 239 602)

[Insert details of Sydney Trains/NSW Trains as relevant]

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

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(Attached Deed Of Novation)

THIS DEED OF NOVATION is made on [ ] 20 between the following parties:

(1) [ ] ACN [ ] of [ ] (**"Contractor"**)

(2) [ ] ACN [ ] of [ ] (**"New Contractor"**); and

(3) [ ] ACN [ ] of [ ] (**"Subcontractor"**).

Recitals

A. By agreement dated [ ] (the **"Agreement"**), the Contractor engaged the Subcontractor to, and the Subcontractor agreed to, carry out certain works for the Contractor.

B. Under clause 3 of the Deed Poll executed on [ ], which forms part of the Agreement, the Subcontractor must enter into this deed when the Principal under the Deed Poll requires it to do so.

C. Subject to this deed, the Subcontractor agrees to accept the New Contractor in place of the Contractor for the performance of all the obligations of the Contractor and to release completely and discharge the Contractor from all of its obligations under the Agreement 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 Subcontractor must perform its obligations under, and be bound by, the Agreement as if the New Contractor was originally named in the Agreement as the Contractor.

2. The Subcontractor:

(a) releases and forever discharges the Contractor from its obligations under the Agreement and from all claims and demands in respect of the Agreement; and

(b) accepts the liability of the New Contractor in place of the liability of the Contractor in respect of the Agreement.

3. The New Contractor must perform all the obligations of the Contractor under, and be bound by, the Agreement as if the New Contractor were originally named in the Agreement as the Contractor.

4. Upon the execution and exchange of this deed:

(a) the Contractor must release any securities given to it by the Subcontractor in accordance with the Agreement;

(b) the Subcontractor must give the New Contractor security in the same form and for the same amounts as any security required by the Agreement; and

(c) the Subcontractor must ensure that the New Contractor is appropriately noted on all relevant insurance policies as required by the Agreement.

5. The New Contractor must pay all stamp duty and any penalties in respect of this deed.

6. 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

24. NOT USED

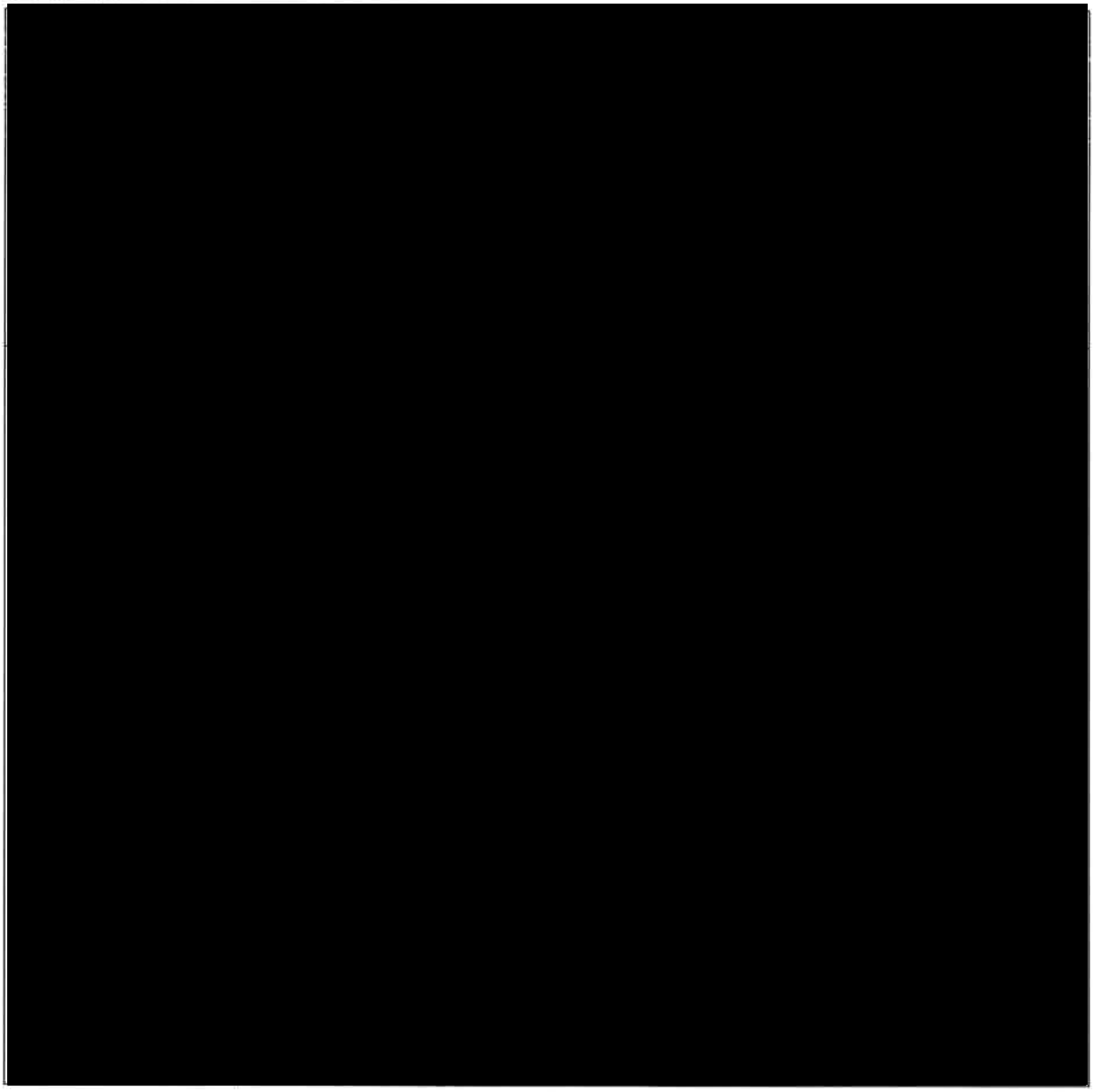
25. Options

(Clauses 1.1 and 6.3)

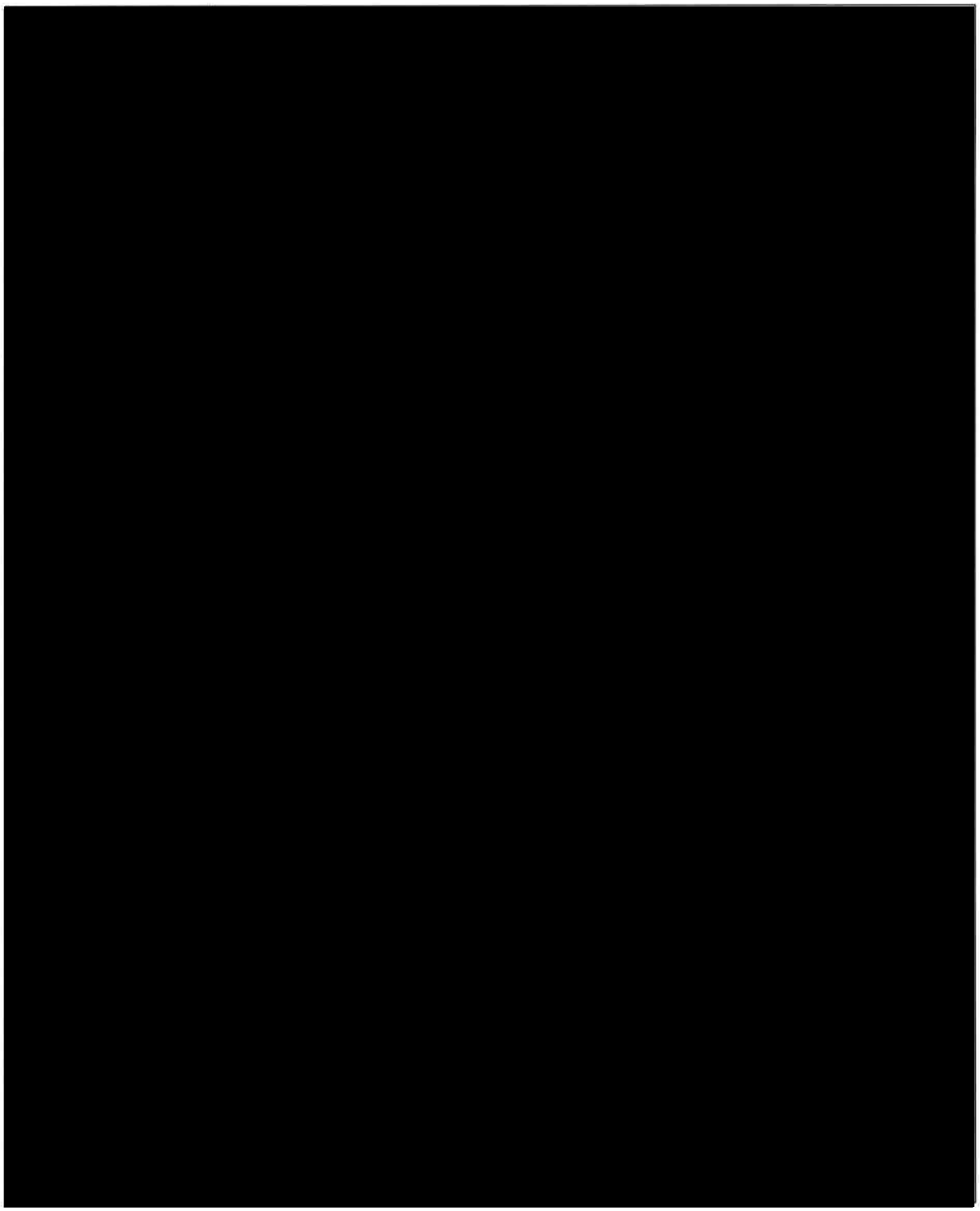
There are limitations in the manner in which Options can be exercised by the Principal's Representative. These are detailed within each Option.



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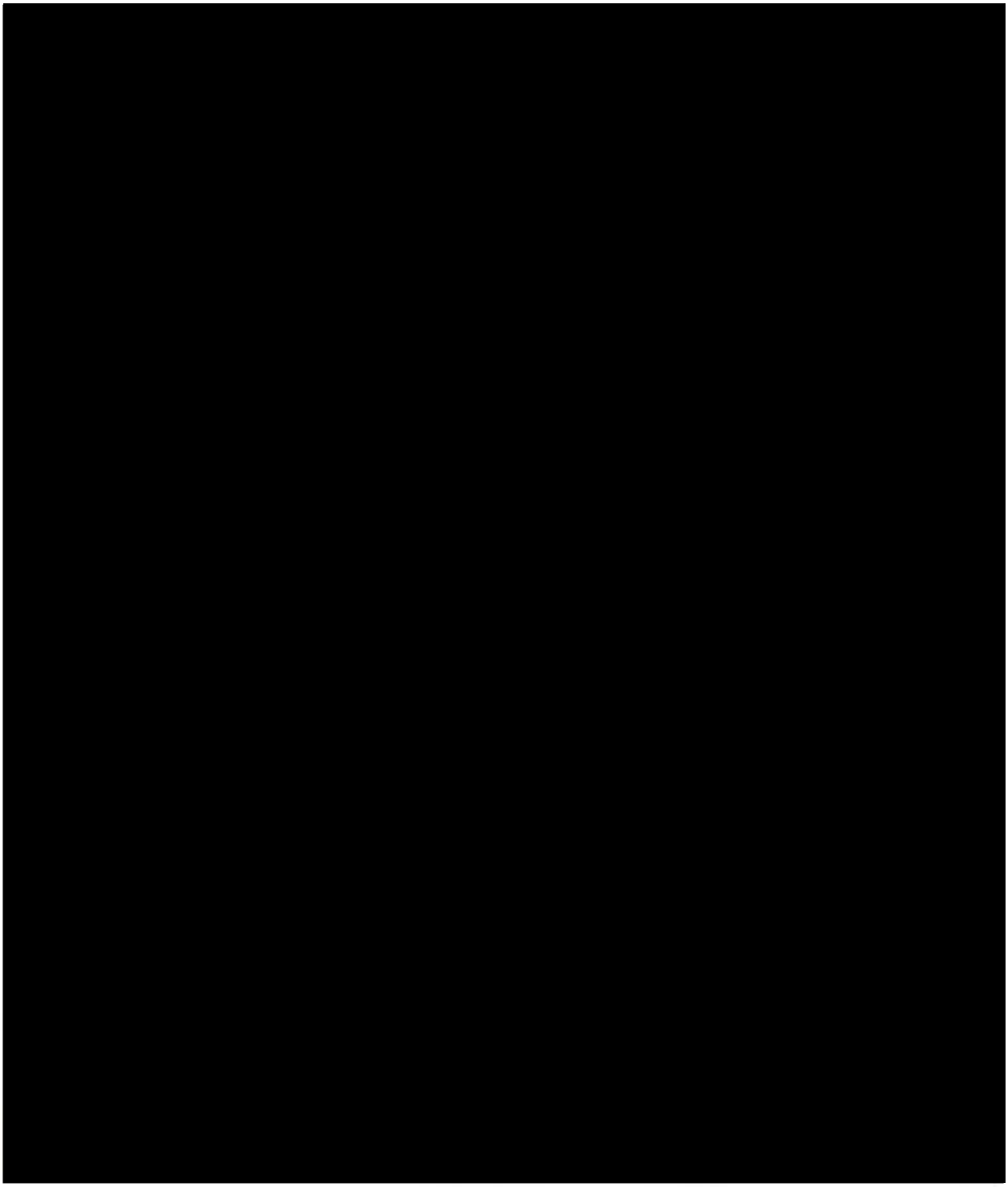


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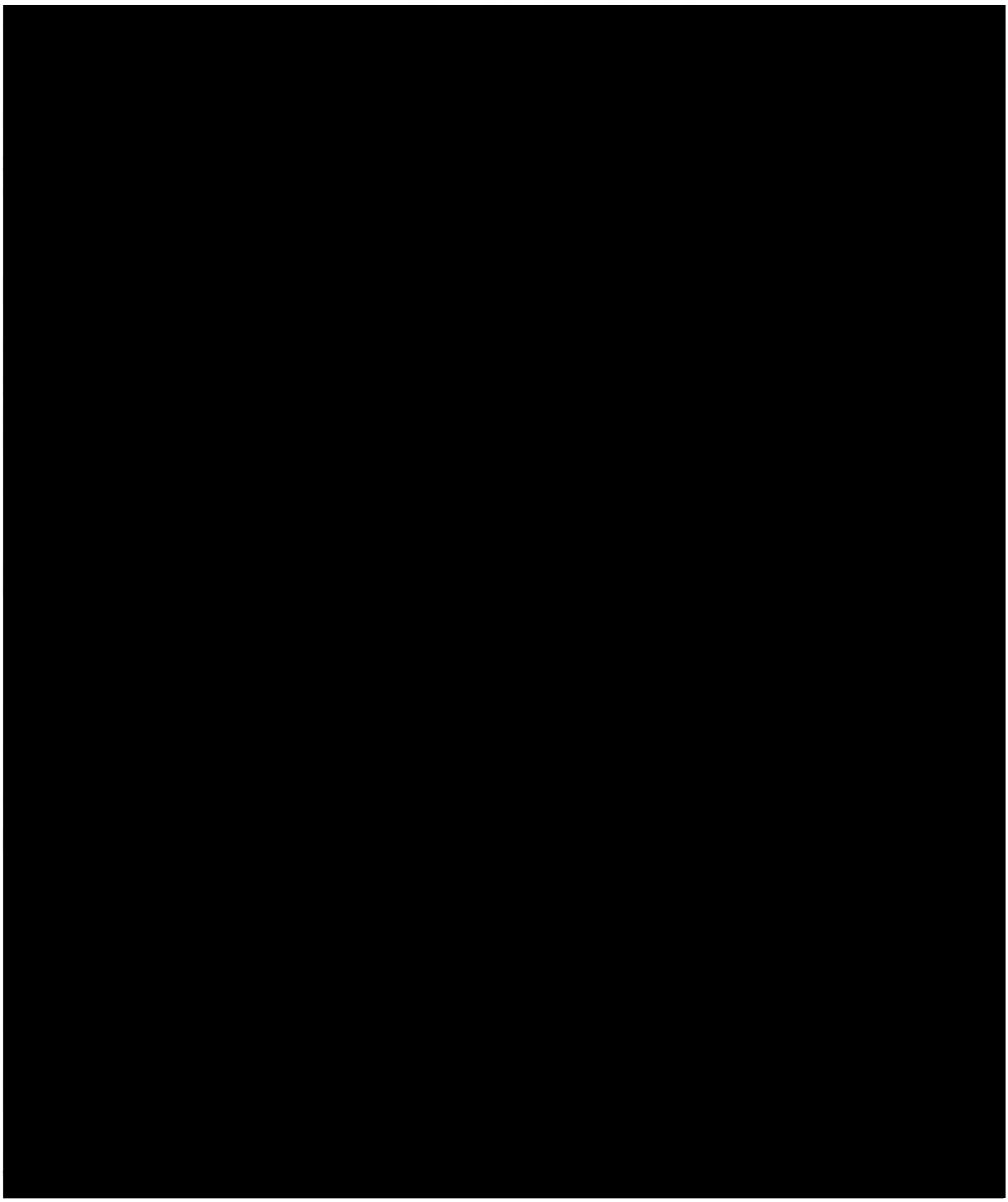


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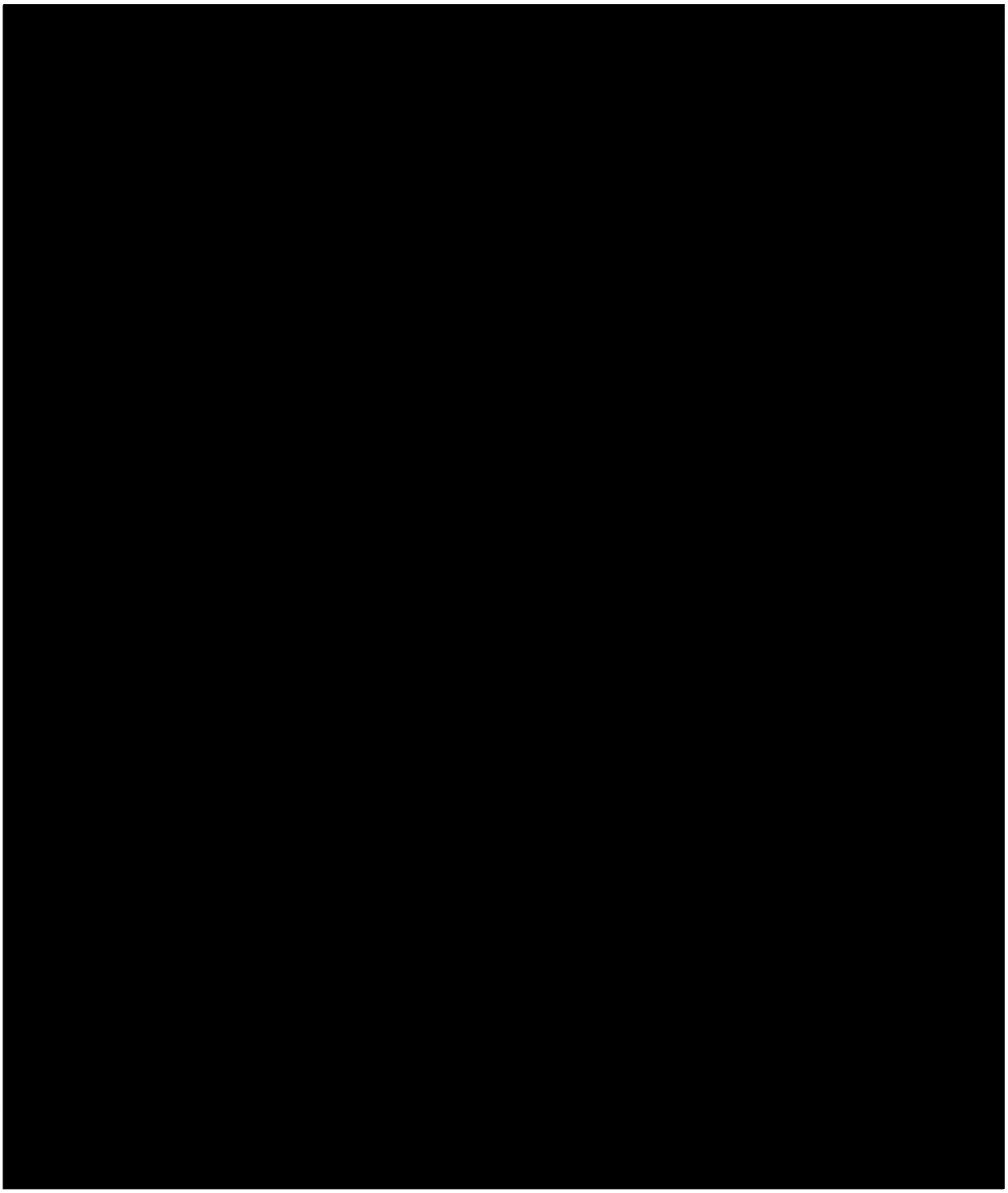


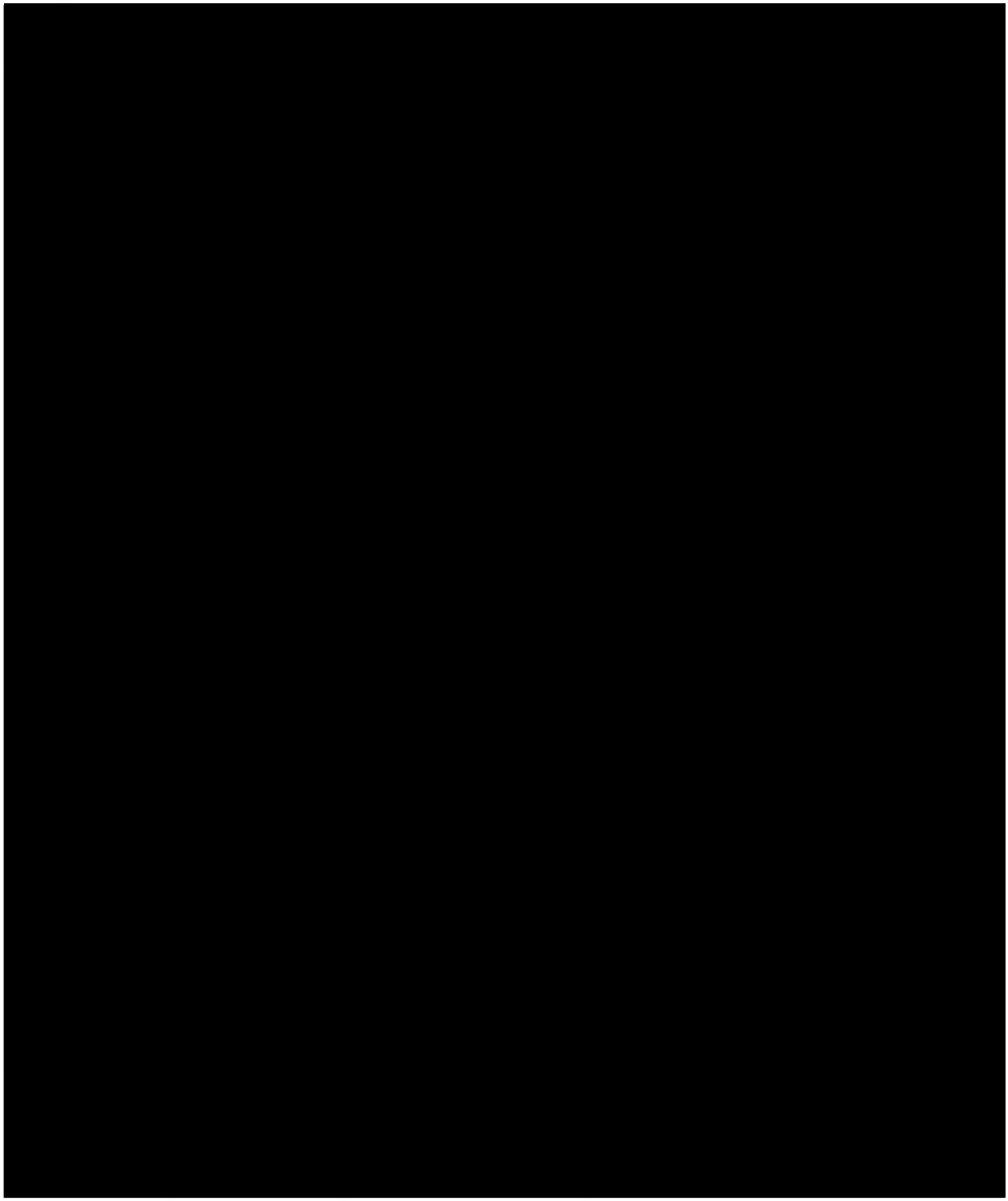
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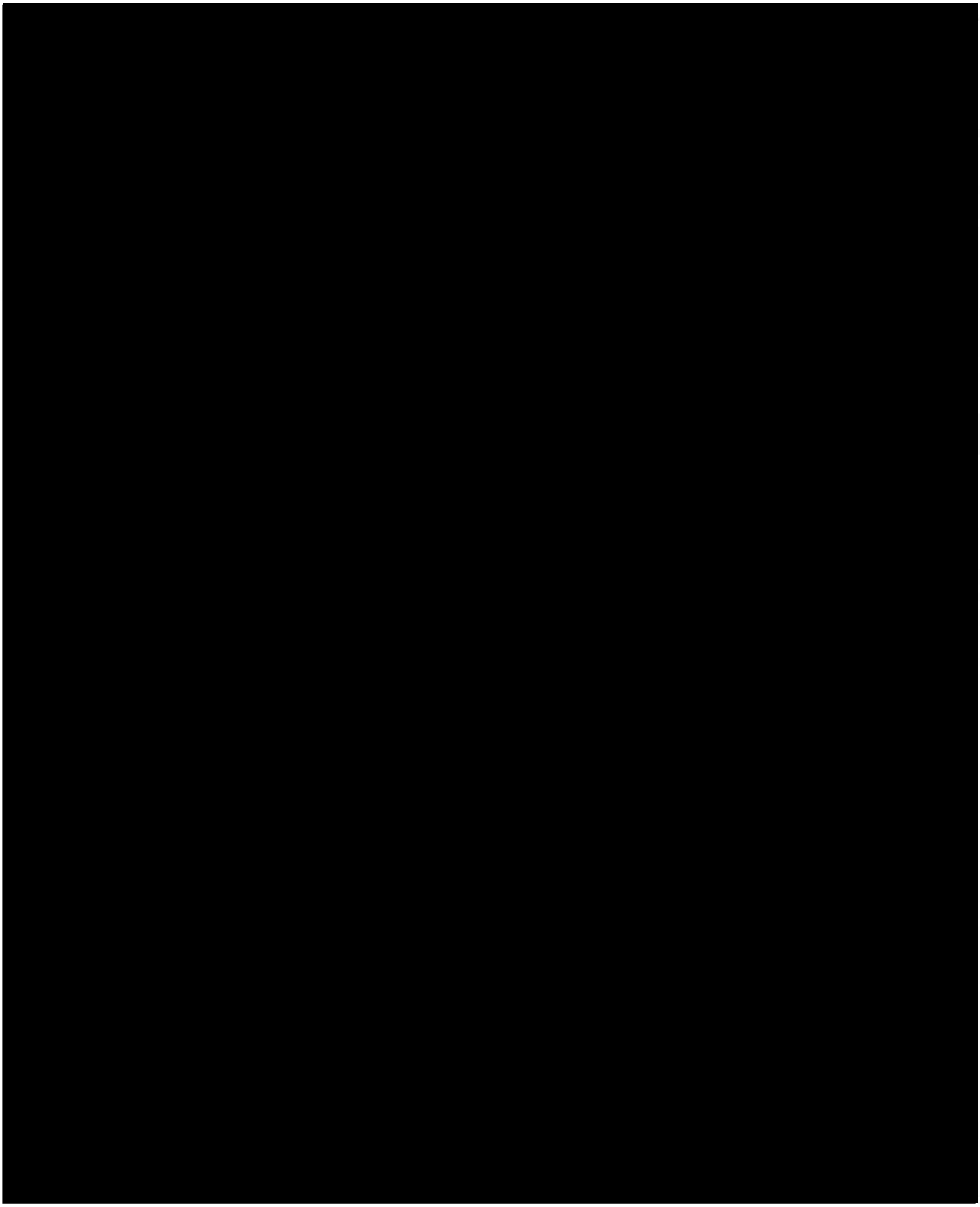


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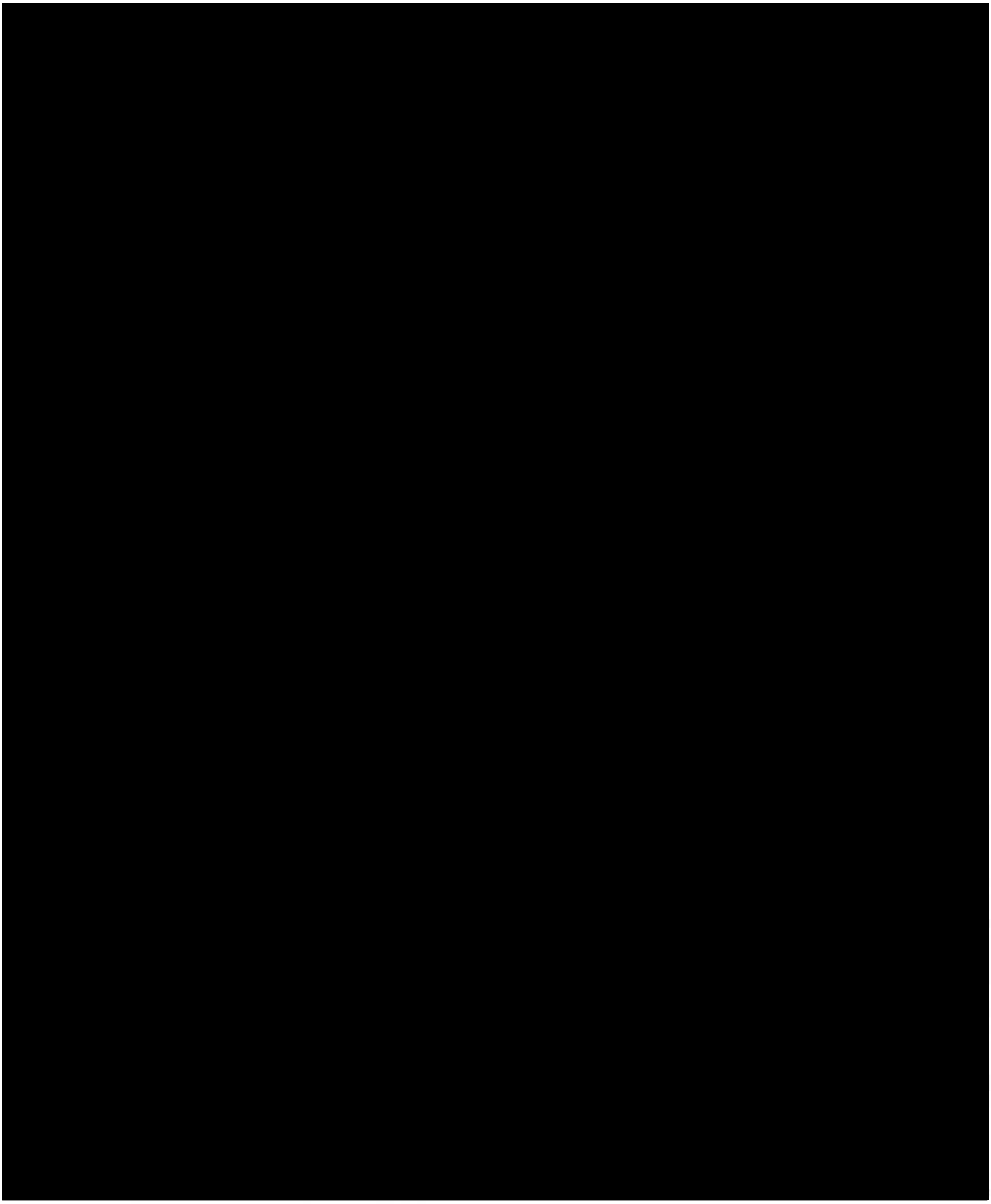




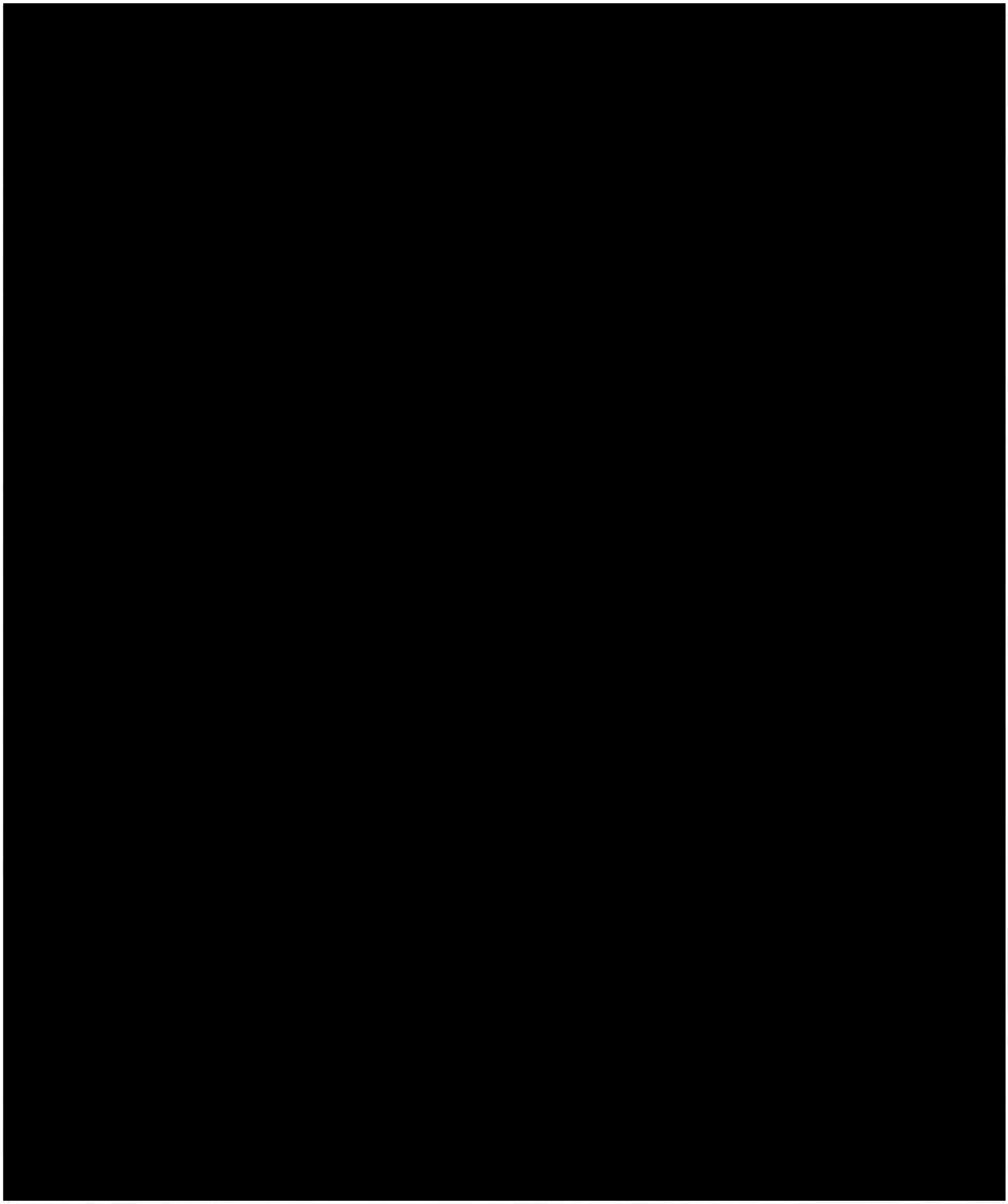
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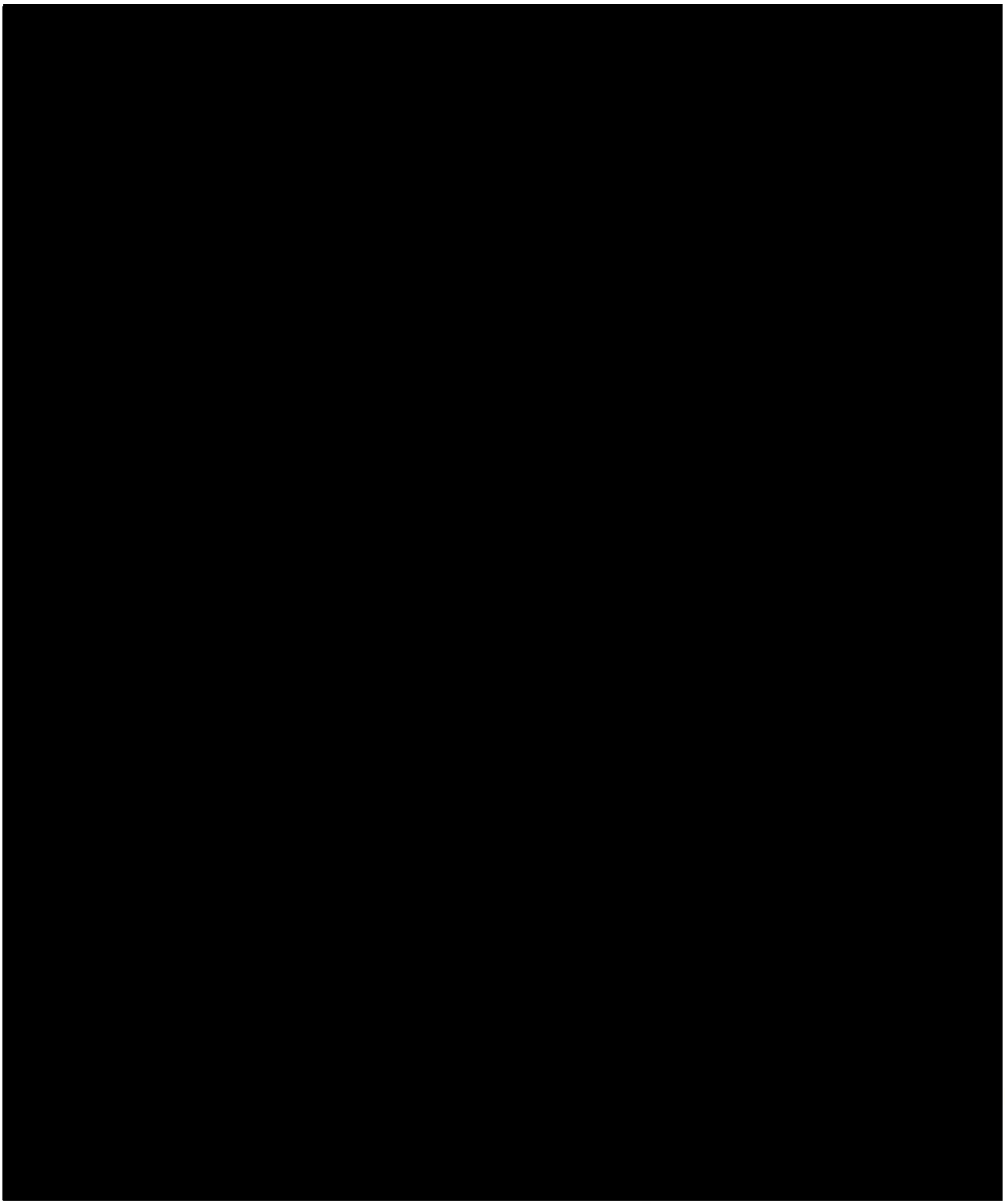


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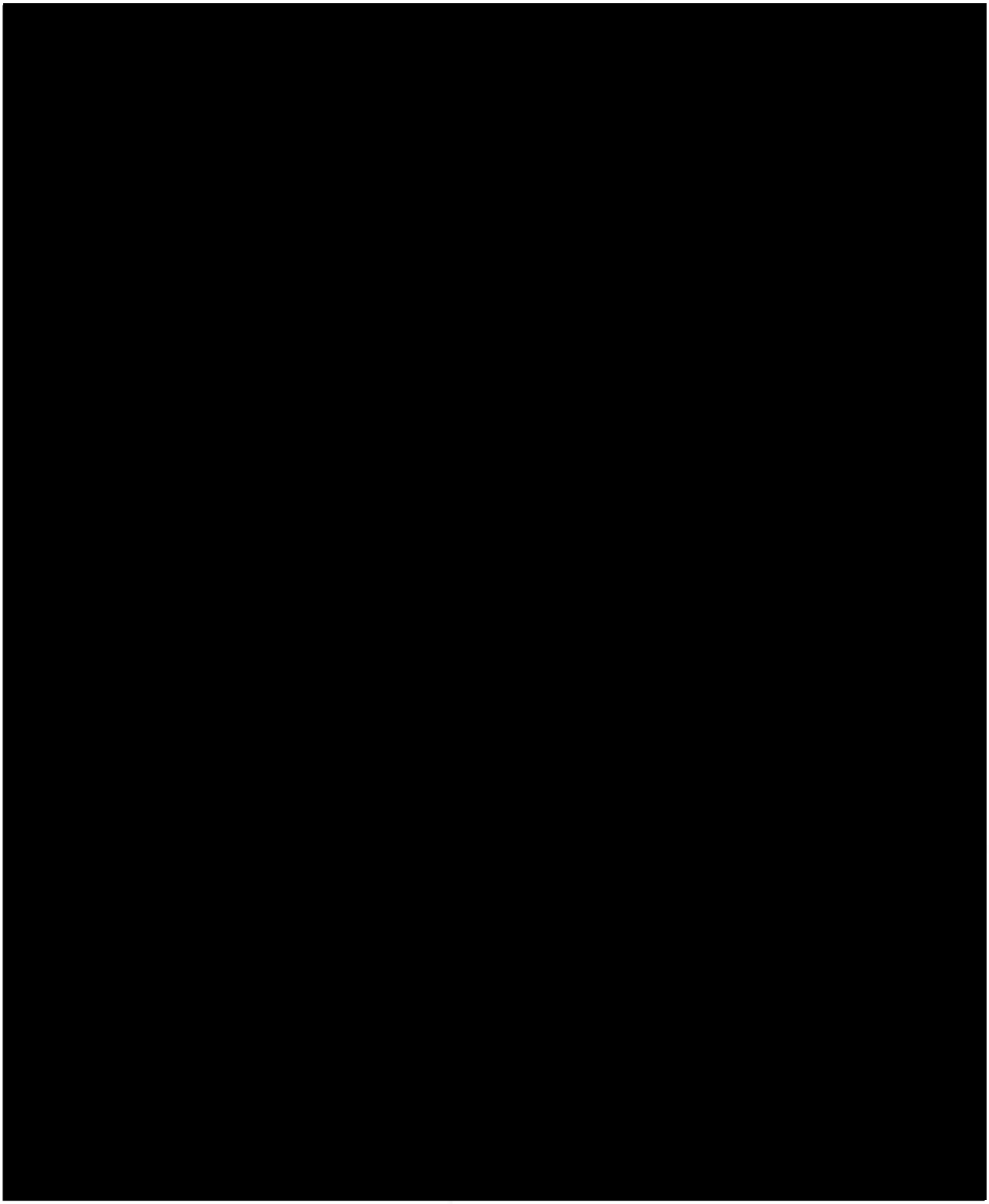
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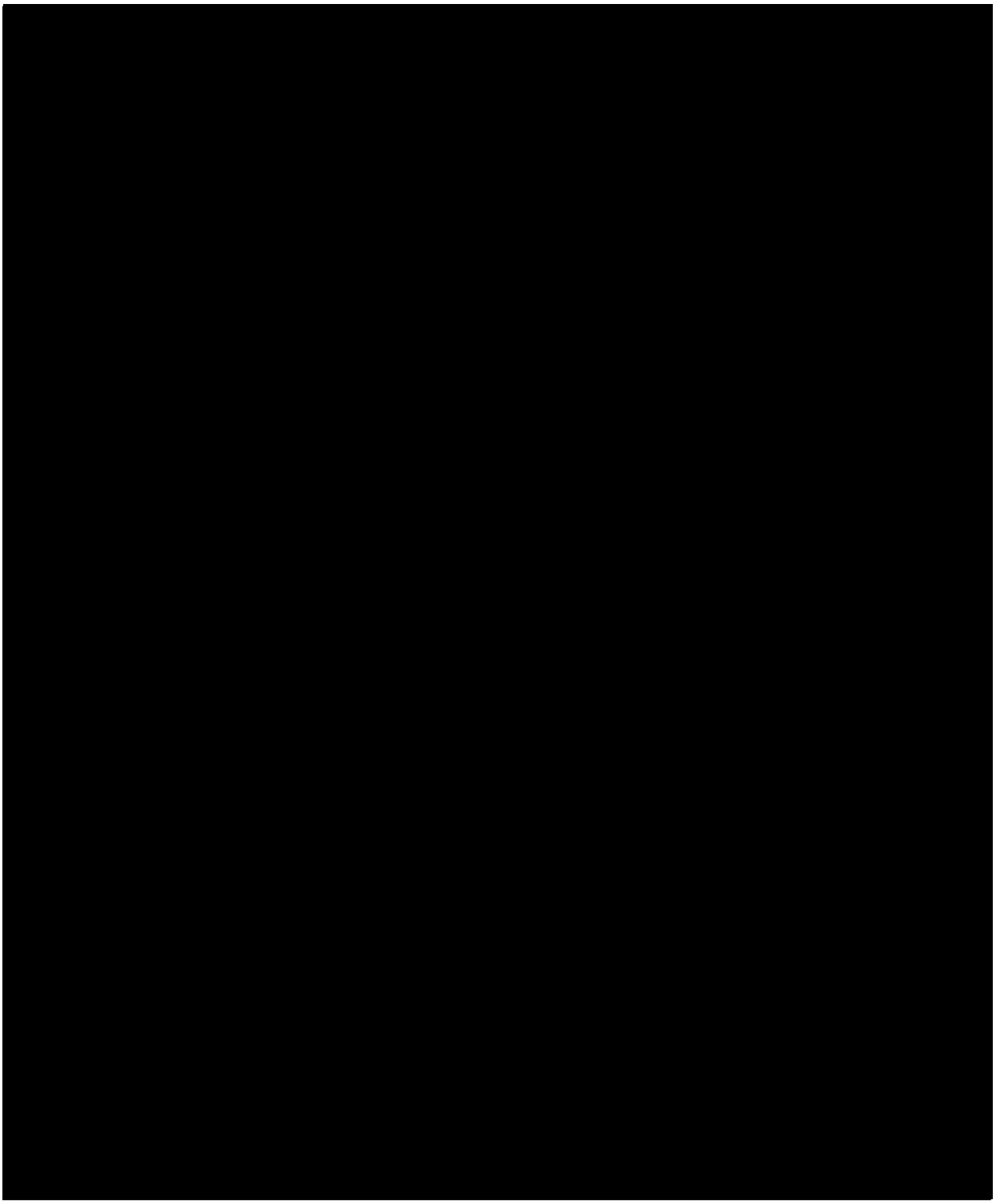


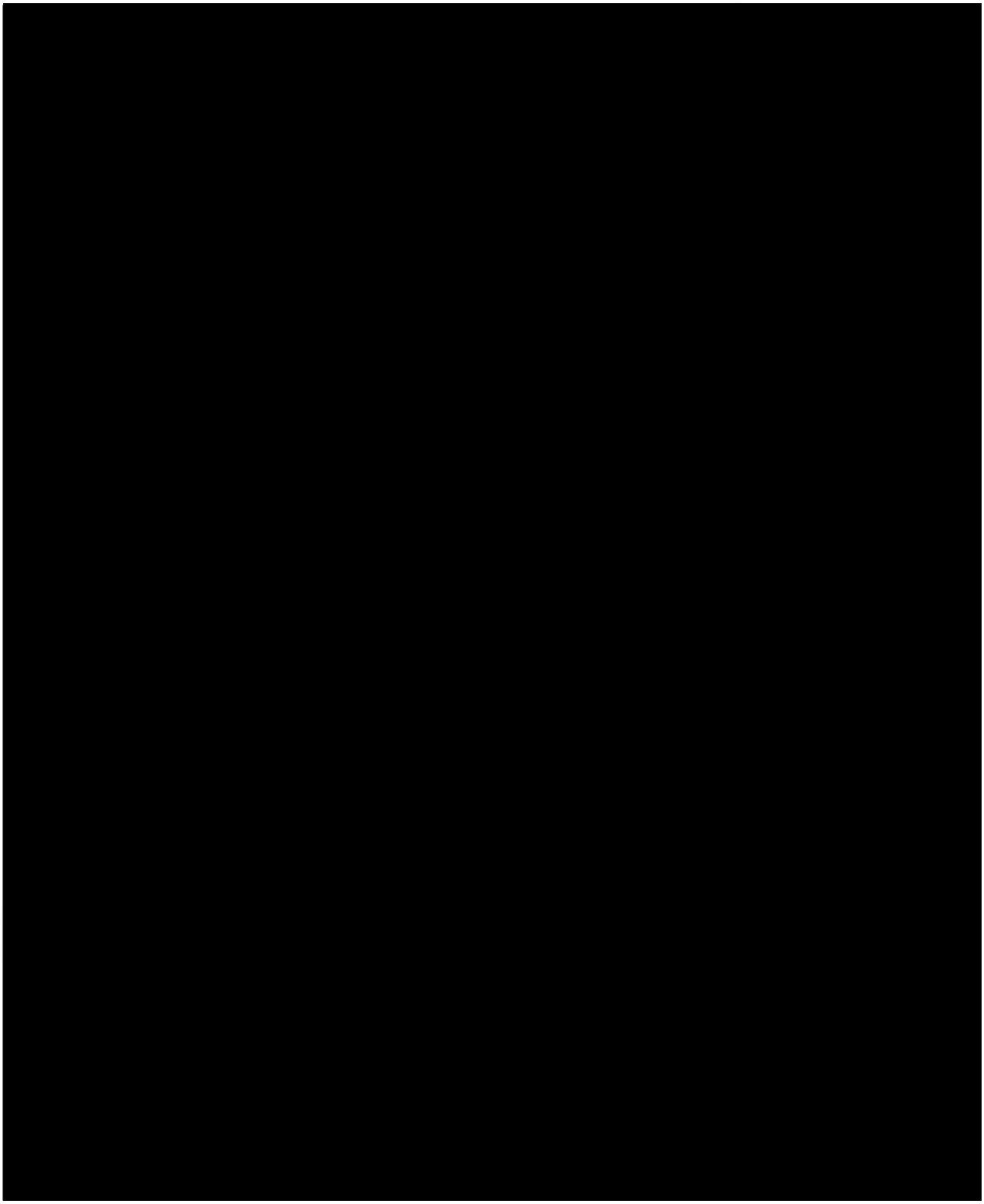


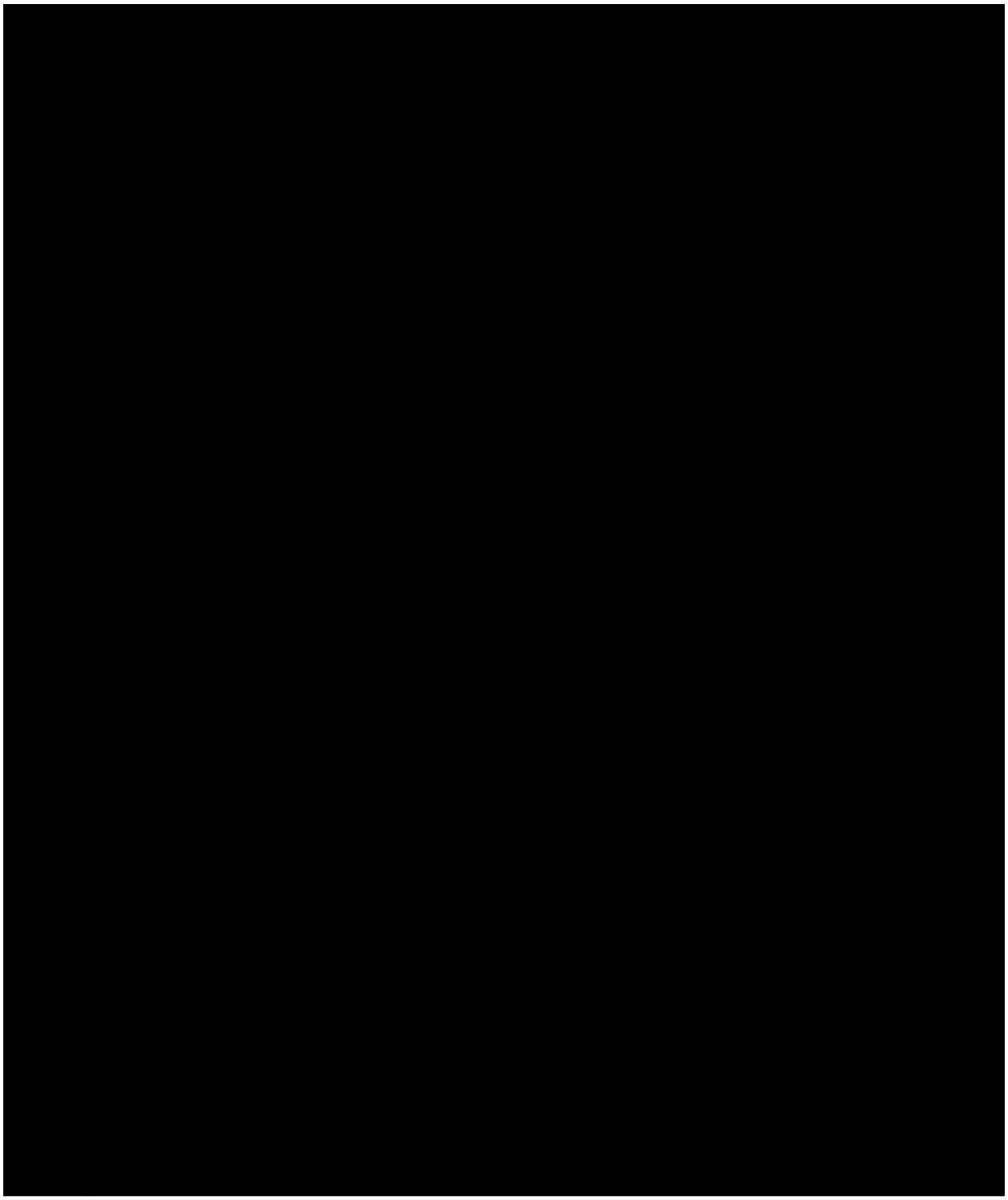
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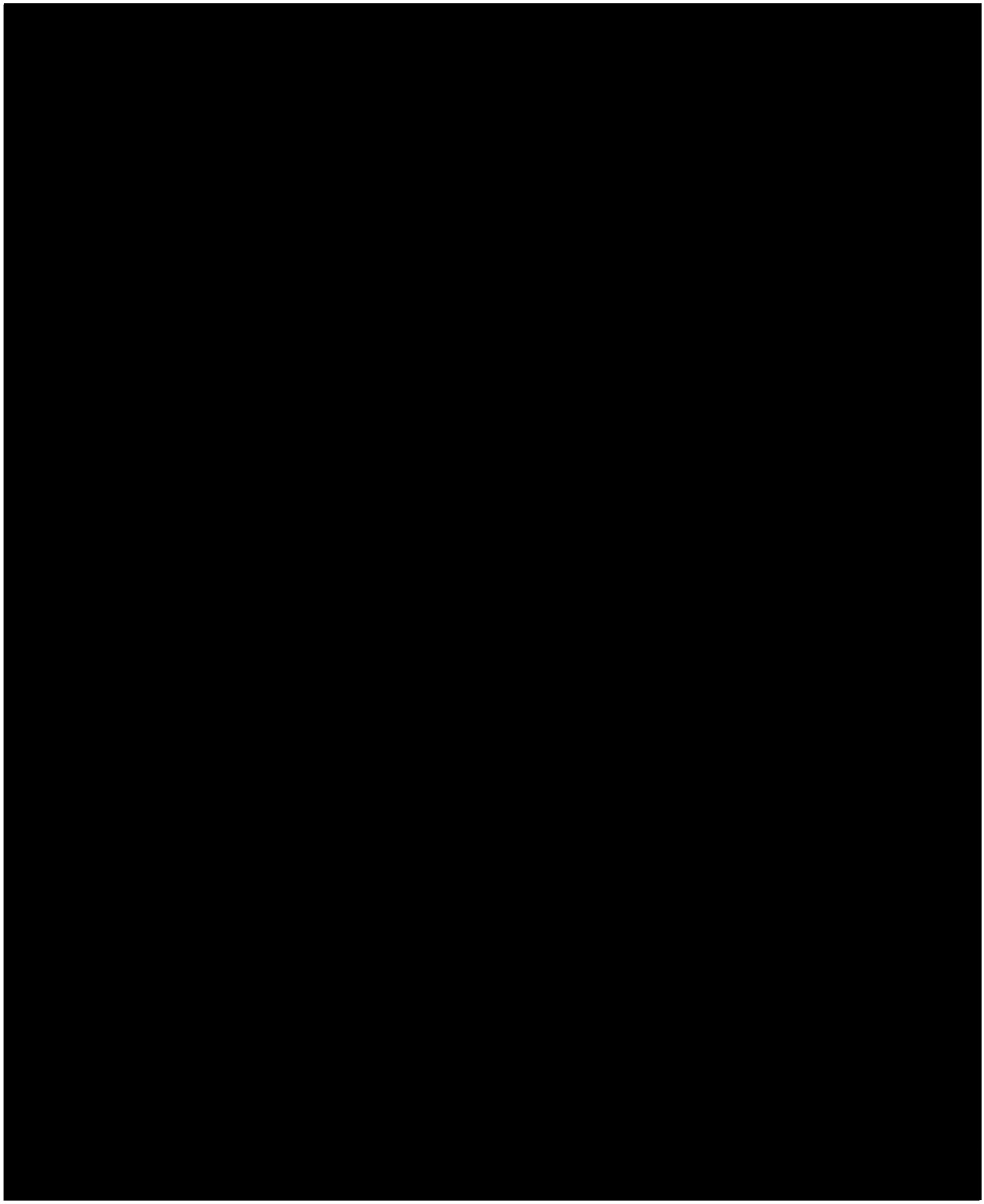




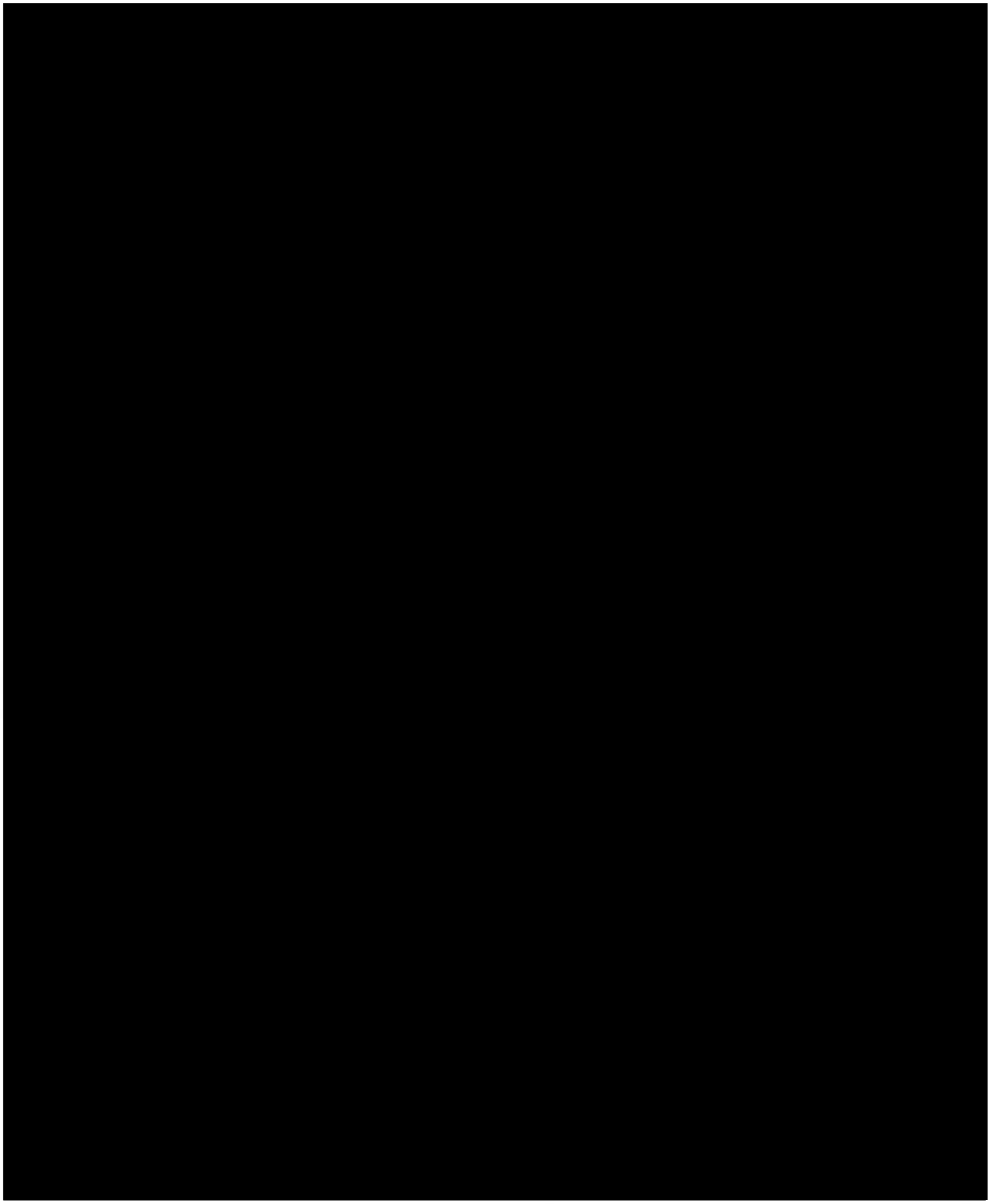








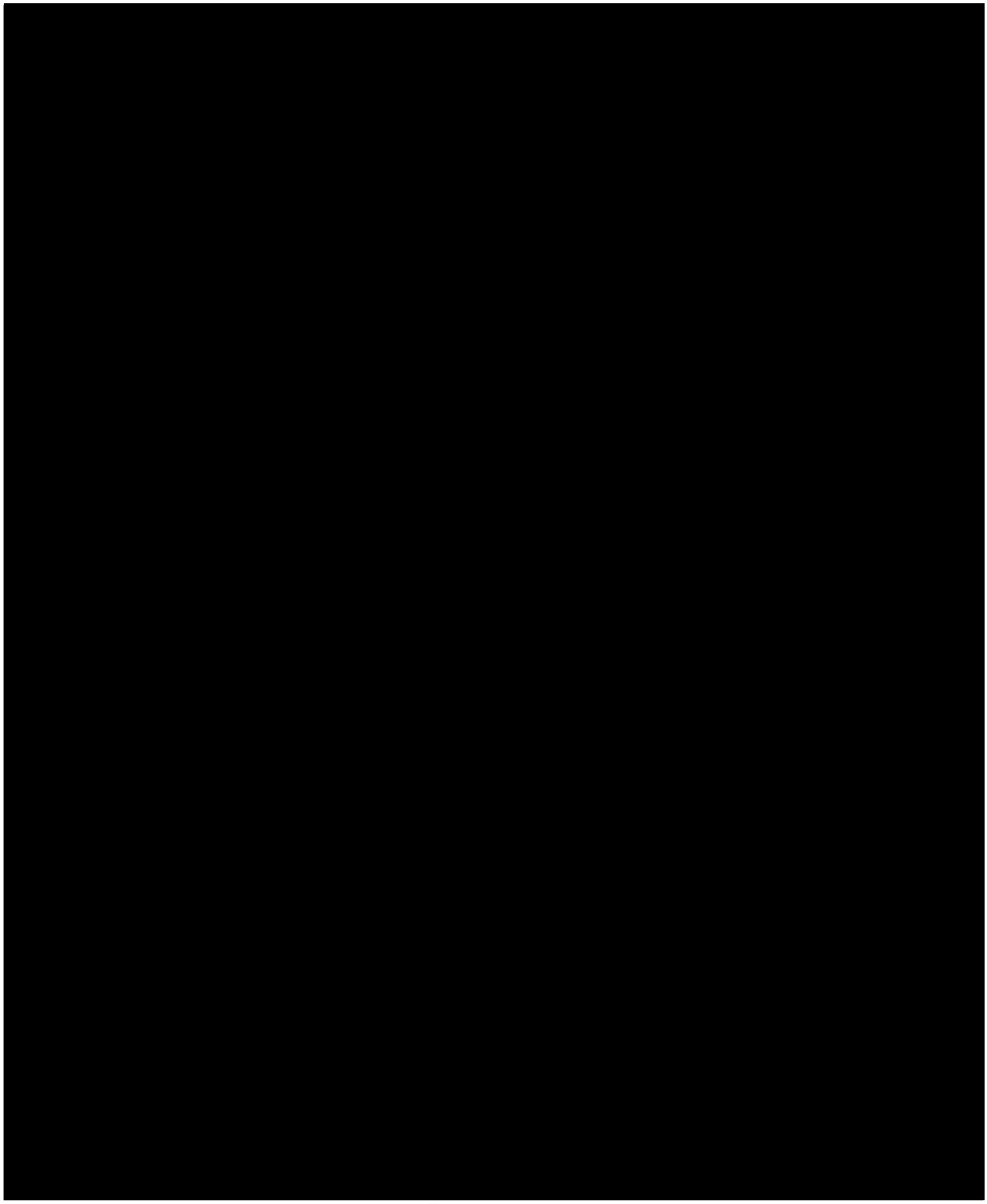
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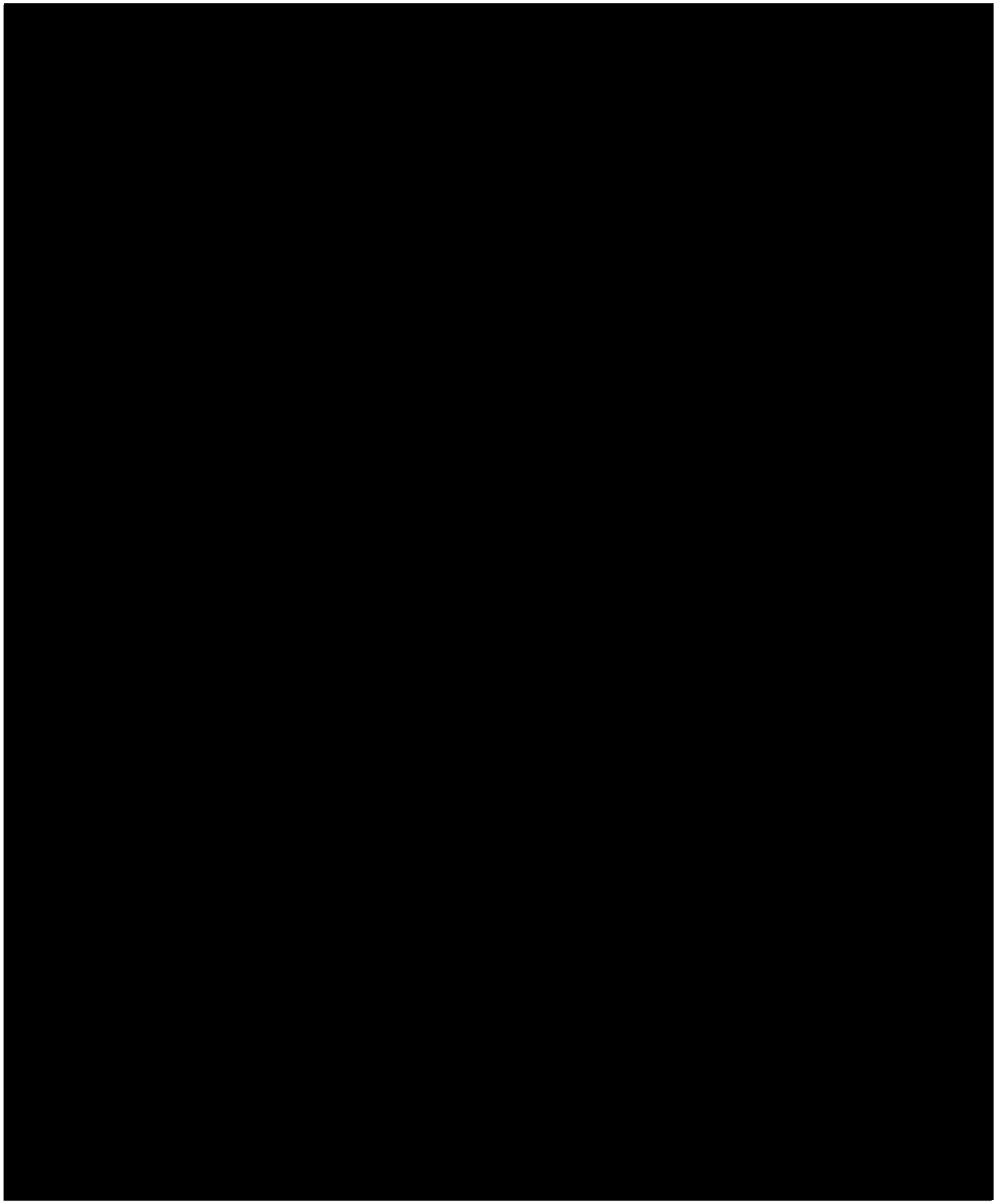




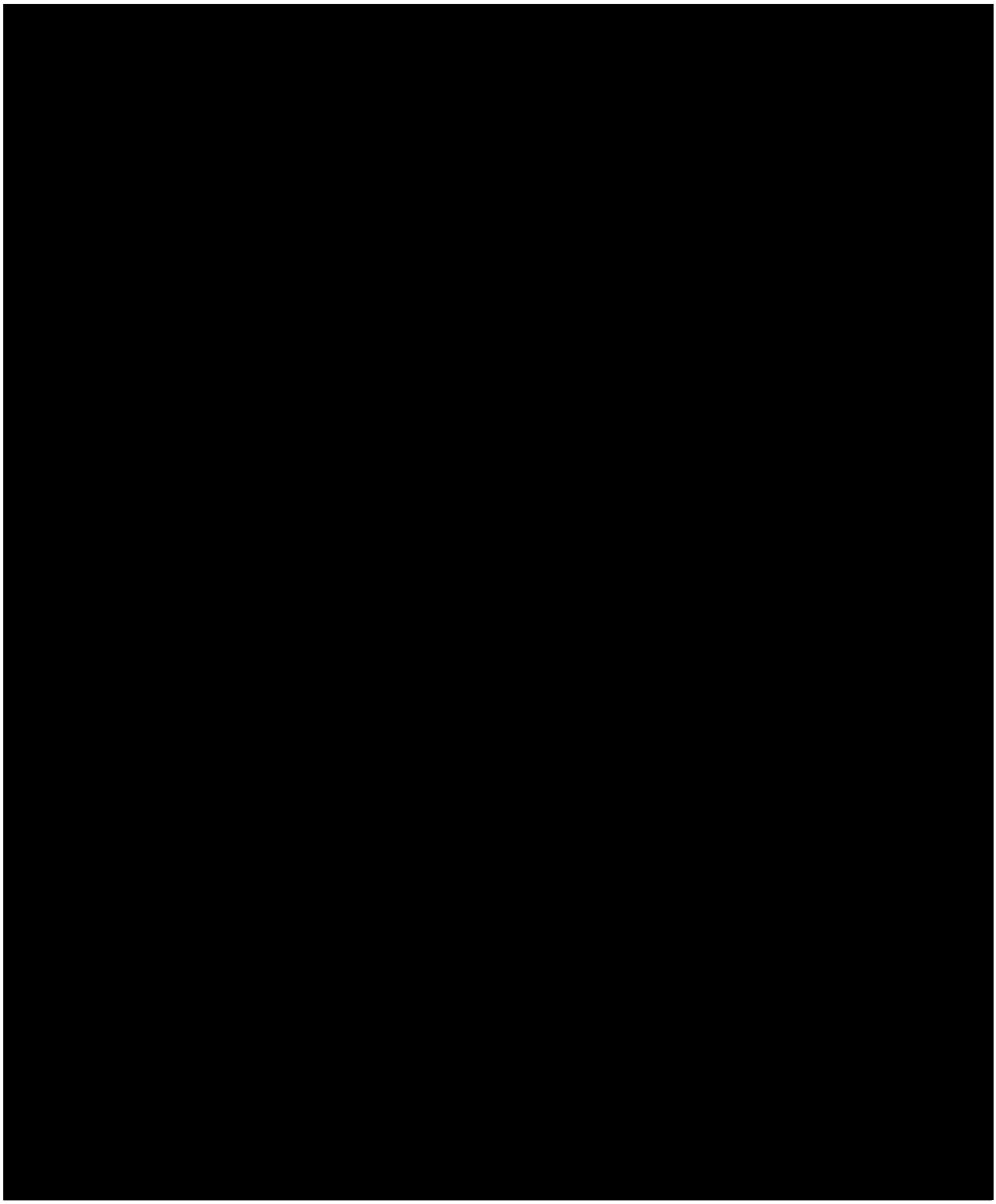
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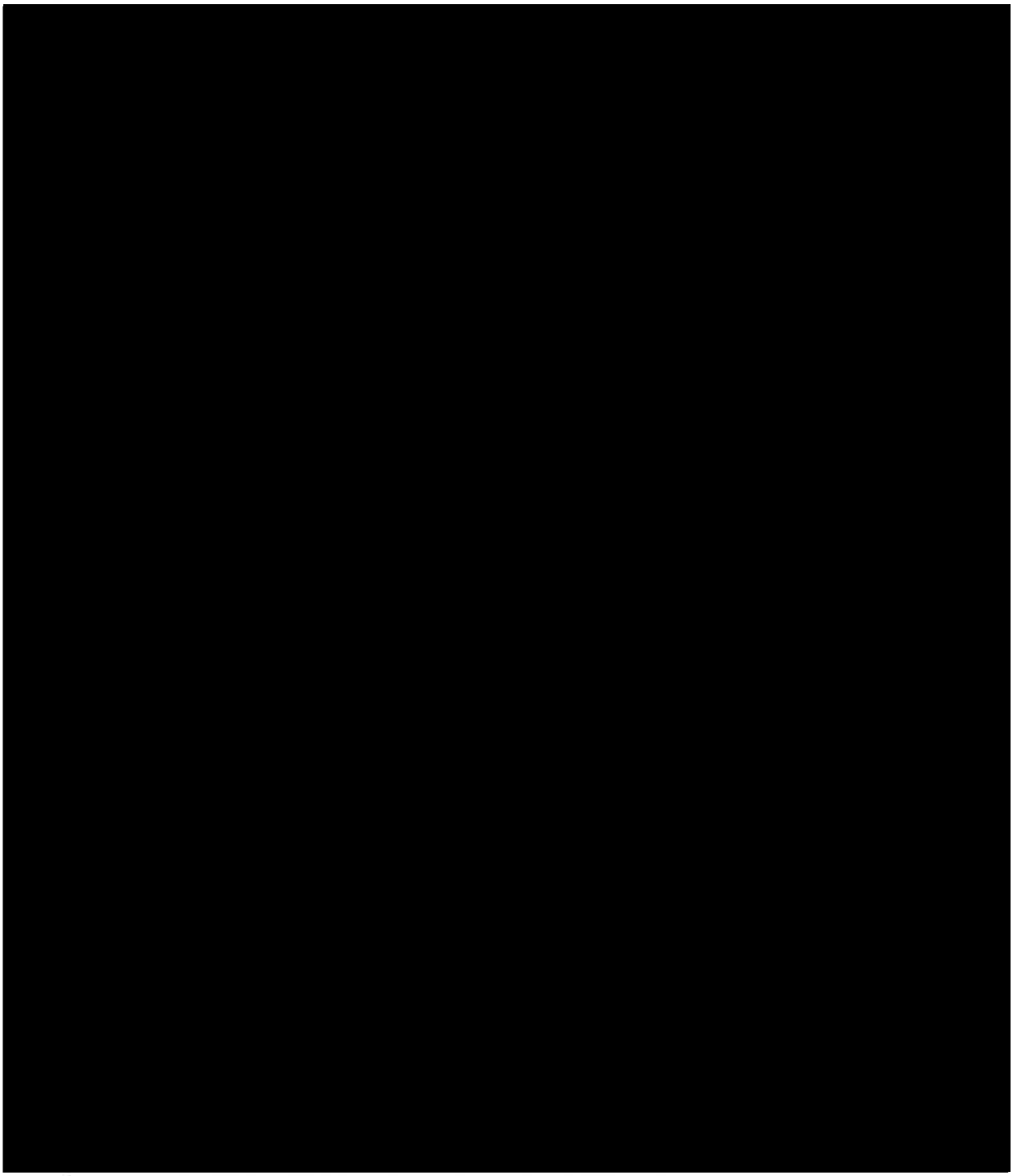


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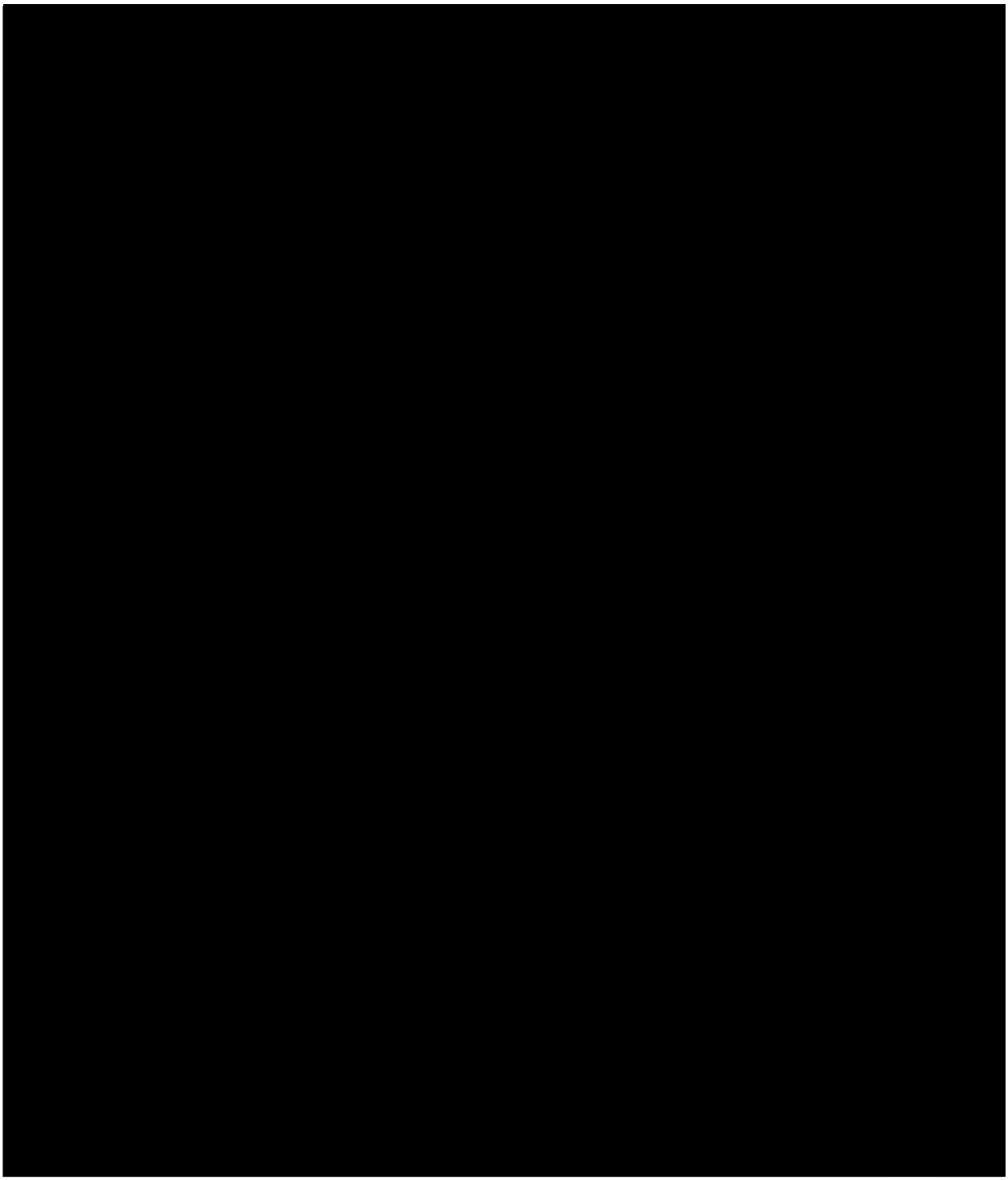


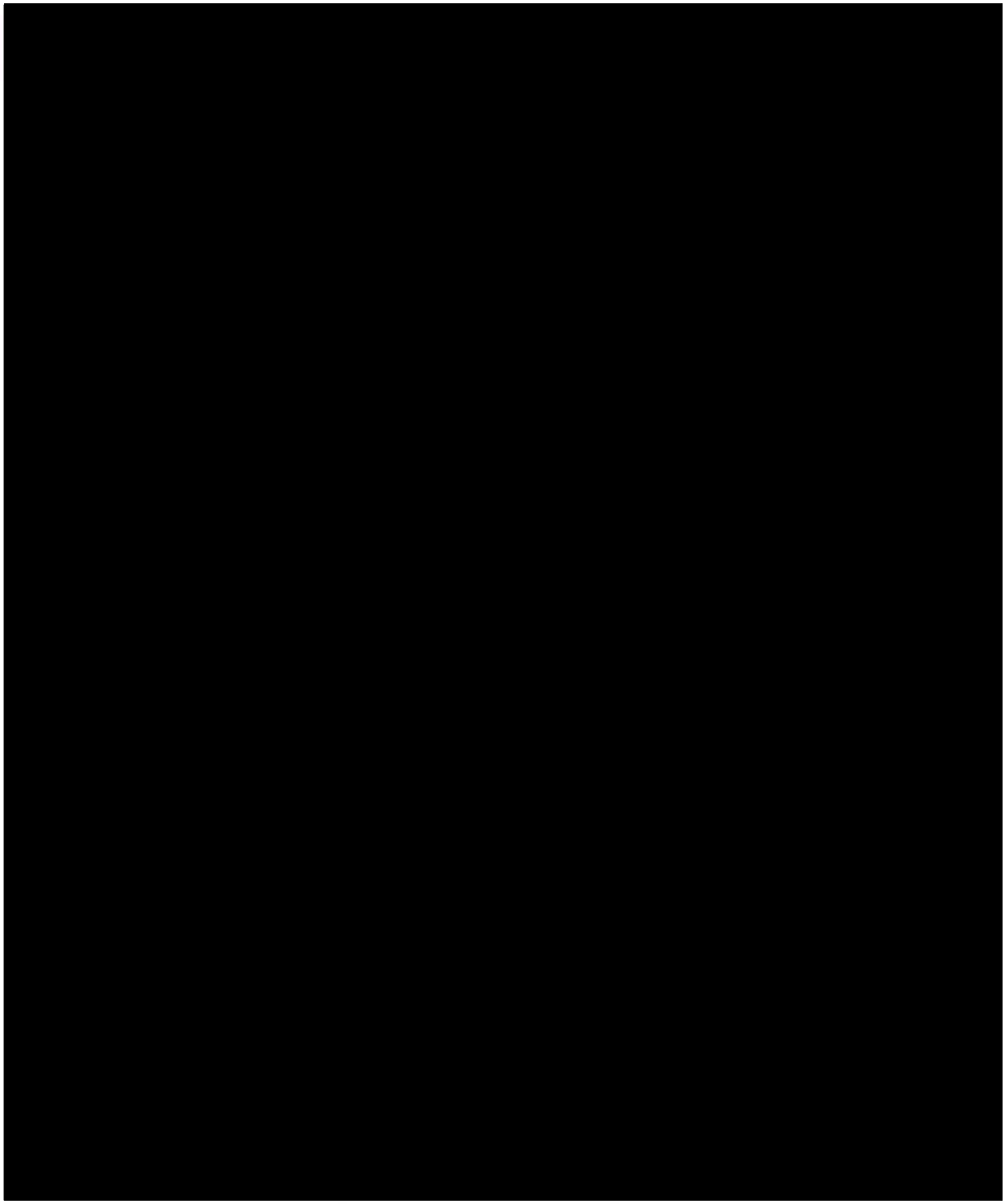
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26. Form of Contractor Deed Poll

(Clause 1.6)

This deed poll (***Deed Poll***) made the day of 20

By: Arenco (NSW) Pty Ltd (ABN 61 002 671 392) of 184 Adderley Street West, Auburn, NSW 2144; and

Daracon Contractors Pty Ltd (ABN 82 002 344 667) of 17 James Street, Wallsend, NSW 2287,

trading as Arenco (NSW)/Daracon Contractors JV (ABN 84 724 094 329) (***Contractor***),

in favour of: **Sydney Trains** (ABN 38 284 779 682) of 477 Pitt Street, Sydney NSW 2000 (***Rail Transport Agency***).

RECITALS

A. Rail Transport Agency operates the commuter rail system in Sydney.

B. Transport for NSW (ABN 18 804 239 602), a corporation established by section 3C of the *Transport Administration Act 1988* (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (***TfNSW***), is responsible for developing certain major railway systems and other major projects .

C. TfNSW is responsible for procuring the execution and completion of the easy access upgrade of Museum Station known as the Museum Station Access Upgrade Project. It has entered into a deed (***Main Deed***) with the Contractor to design and construct a certain part of the Museum Station Access Upgrade Project (the ***Works***).

D. Rail Transport Agency is relying on TfNSW to procure the Contractor to execute and complete the Works in accordance with the Main Deed to ensure that Rail Transport Agency will satisfy, among other things, its obligation to provide an operating commuter rail system.

E. Rail Transport Agency will suffer loss if TfNSW 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 Rail Transport Agency as follows:

1. It will comply with its obligations under the Main Deed, including with respect to achieving Completion of each Portion and 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 Rail Transport Agency making available to the Contractor Track Possessions the Contractor agrees that it must indemnify Rail Transport Agency against all costs, expenses, losses or damages suffered or incurred by Rail Transport Agency 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 Rail Transport Agency 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:



4. The aggregate of the Contractor's liability to Rail Transport Agency under this Deed Poll and the Contractor's liability to TfNSW 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, Rail Transport Agency and TfNSW 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.

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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. Rail Transport Agency 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 Rail Transport Agency.

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 of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full

27. Performance and Compliance Incentive Payment Table

(Clauses 1.1 and 11.4)

Not Used.

TfNSW

28. Expert Determination Agreement

Expert Determination Agreement made at **on**

Parties **[ ] (the Principal)**

[Insert name and address of Contractor] **(Contractor)**

[Insert name and address of Expert agreed between the Parties or appointed pursuant to clause [to be inserted] of the Contract] **(Expert)**

Recitals

A. The Principal and the Contractor (together **"the Parties"** and each **"a Party"**) are parties to a contract (**Contract**) for ***[to be inserted]***.

B. By written notice dated ***[to be inserted]***, the ***[insert the Principal or Contractor as applicable]*** has required that the matter described in Schedule 1, being a matter that the Contract requires or permits to be referred to an Expert for determination, be determined by an Expert appointed under clause ***[to be inserted]*** of the Contract (**Matter**).

C. Pursuant to clause ***[to be inserted]*** of the Contract, the Expert has been appointed to determine the Matter in accordance with the process set out in this Agreement.

Operative part

1. Appointment of Expert

(a) The Parties appoint the Expert to determine the Matter in the manner and within the times set out in this Agreement and the Expert accepts the appointment on the basis set out in this Agreement.

(b) The Parties agree that:

(i) the Expert will act as an expert and not as an arbitrator;

(ii) neither the determination of the Matter, nor the process required by this Agreement is an arbitration and any conference conducted during the determination is not a hearing conducted under any legislation or rules relating to any form of arbitration;

(iii) the rules of evidence and natural justice do not apply to the determination; and

(iv) the Expert must conduct the determination of the Matter in accordance with the Rules for Expert Determination Process set out in Schedule 2;

(c) If, at any time during the determination, the Expert becomes aware of circumstances that might reasonably be considered to adversely affect the Expert's capacity to act independently or impartially, the Expert must inform the Parties immediately and, unless the Parties agree otherwise, terminate this Agreement.

2. Confidentiality

All proceedings and submissions relating to the determination (including the fact that any step in the determination is occurring), and all documents prepared for the purposes of the determination (including the Expert's determination), must be kept confidential between the Parties and the Expert. No such proceedings, submissions or documents, nor any other information relating to or arising out of the determination, may be divulged to any other person, except with the prior written consent of both Parties or as may be required by law or to the extent necessary to give effect to or enforce the Expert's determination.

3. Costs and Fees

(a) As between the Parties and the Expert, the Parties are jointly and severally liable for the payment of the Expert's fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Schedule 3. The Parties agree to comply with any direction from the Expert as to the provision of security deposits in respect of his or her fees and disbursements.

(b) The Parties agree as between themselves that:

(i) they will each pay one half of the Expert's fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Schedule 3; and

(ii) they will each bear their own costs of and incidental to the preparation of this Agreement and their participation in the determination.

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4. Exclusion of Liability and Indemnity

Except in the case of fraud, the Expert will not be liable to either Party for any act or omission by the Expert in the performance or purported performance of this Agreement. The Parties jointly and severally indemnify the Expert against all claims arising out of or in any way referable to any act or omission by the Expert (except fraud) in the performance or purported performance by the Expert of the terms of this Agreement.

5. Co-operation of the Parties

Each Party agrees to take part in the determination in good faith and to comply with the reasonable requests and directions of the Expert in relation to the conduct of the determination.

6. Governing Law

This Agreement is governed by and is to be construed in accordance with the laws in force in the State of New South Wales.

7. Jurisdiction

(a) The Parties and the Expert irrevocably submit to the non-exclusive jurisdiction of the courts of the State of New South Wales and the New South Wales courts to which the appeals from those courts may be made.

(b) The Parties and the Expert irrevocably waive any objection they may now or in the future have to the venue of any proceedings, and any claim they may now or in the future have that any proceeding has been brought in an inconvenient forum, where that venue falls within clause 7(a).

Schedule 1 - The Matter

[To be inserted when it comes time for expert determination]

Schedule 2 - Rules for Expert Determination Process

1. **Commencement**

Except as provided in clause 4.3 of these Rules, the expert determination process begins when the Expert accepts an appointment to determine the Matter in accordance with these Rules and the Code of Conduct appended to these Rules.

2. **Written Submissions**

2.1 Within 7 days after the date this process begins, Party A (ie the Party who gave notice under clause 15.1 of the Contract) must, in addition to any particulars provided by Party A under clause 15.1 of the Contract, give the other Party and the Expert a written statement of the Matter referred for Expert determination, any agreed statement of facts and a written submission on the Matter in support of Party A's contentions.

2.2 Within 7 days after the statement in clause 2.1 is served, the other Party must give Party A and the Expert a written response to Party A's submissions.

2.3 If the Expert considers it appropriate, Party A may reply in writing to the other Party's response in clause 2.2 within the time allowed by the Expert.

2.4 If the Expert decides further information or documentation is required for the determination of the Matter, the Expert may direct one or more Parties to provide such further submissions, information or documents as the Expert may require.

3. **Conference**

3.1 The Expert may, if he or she thinks appropriate, call a conference of the Parties. Unless the Parties agree otherwise, the conference will be held in Sydney.

3.2 At least 14 days before the conference, the Expert must inform the Parties of the date, venue and agenda for the conference.

3.3 The Parties must appear at the conference and may make submissions on the subject matter of the conference. If a Party fails to appear at a conference of which that Party had been notified under clause 3.2, the Expert and the other Party may nevertheless proceed with the conference and the absence of that Party will not terminate or discontinue the Expert determination process.

3.4 The Parties:

(a) may be accompanied at a conference by legal or other advisers; and

(b) will be bound by any procedural directions as may be given by the Expert in relation to the conference both before and during the course of the conference.

3.5 The conference must be held in private.

3.6 If required by any Party, transcripts of the conference proceedings must be taken and made available to the Expert and the Parties.

4. **General**

4.1 In making a determination or calling or holding a conference, the Expert must proceed in accordance with the Contract.

4.2 All proceedings and submissions relating to the Expert determination process must be kept confidential except:

(a) with the prior consent of the Parties;

(b) as may be required by law; or

(c) as may be required in order to enforce the determination of the Expert.

4.3 The Expert must:

(a) inform the Parties of:

(i) any relationship or interest with the Parties or their respective officers, employees, contractors, consultants or agents;

(ii) any interest the Expert has in the matters in dispute; and

(iii) any circumstance which might reasonably be considered to adversely affect the expert's capacity to act independently or impartially,

immediately upon becoming aware of any such circumstances; and

(b) upon making any disclosure under this clause 4.3, unless and until the Parties agree otherwise terminate the proceedings.

5. **The Determination**

5.1 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:

(a) determine the Matter between the Parties; and

(b) notify the Parties of that determination.

5.2 The determination of the Expert must:

(a) be in writing stating the Expert's determination and giving reasons;

(b) be made on the basis of the submissions (if any) of the parties, the conference (if any) and the Expert's own expertise; and

(c) meet the requirements of the Contract.

5.3 Subject to clause 5.4, to the extent permitted by law, the Expert's determination will be final and binding on the Parties unless a notice of appeal is given in accordance with clause 15.11 of the Contract.

5.4 If the Expert's determination contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the Expert must correct the determination.

6. Costs

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.

7. Modification

These rules may be modified only by agreement of the Parties and, if the Expert has been appointed, the Expert.

APPENDIX 1 TO RULES FOR EXPERT DETERMINATION PROCESS

Code of Conduct for an Expert

1. The function of the Expert is to make a determination of the Matter in accordance with the Contract and the Expert Determination Agreement, including the Rules and this Code of Conduct.

2. The Expert must receive the written submissions and responses of the Parties in accordance with the procedures specified in the Rules and may require further information or documentation from the Parties which is reasonably necessary to determine the Matter.

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 during any such conference.

4. The Expert must disclose to both Parties all information and documents received.

5. If a Party fails to make a written submission, the Expert may continue with the process.

6. Subject to clause 3.3 of the Rules in relation to conferences, meetings and discussions with the Expert must only take place in the presence of both Parties.

Schedule 3 - The Expert's Fees and Disbursements

[To be inserted when it comes time for expert determination]

Signed as an agreement.

Signed for and on behalf of the Principal by ***[insert name]*** in the presence of:

[Signature]

[Name of witness]

[Signature of witness]

Signed for and on behalf of the Contractor by ***[insert name]*** in the presence of:

[Signature]

[Name of witness]

[Signature of witness]

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Signed by the Expert ***[insert name]*** in the presence of:

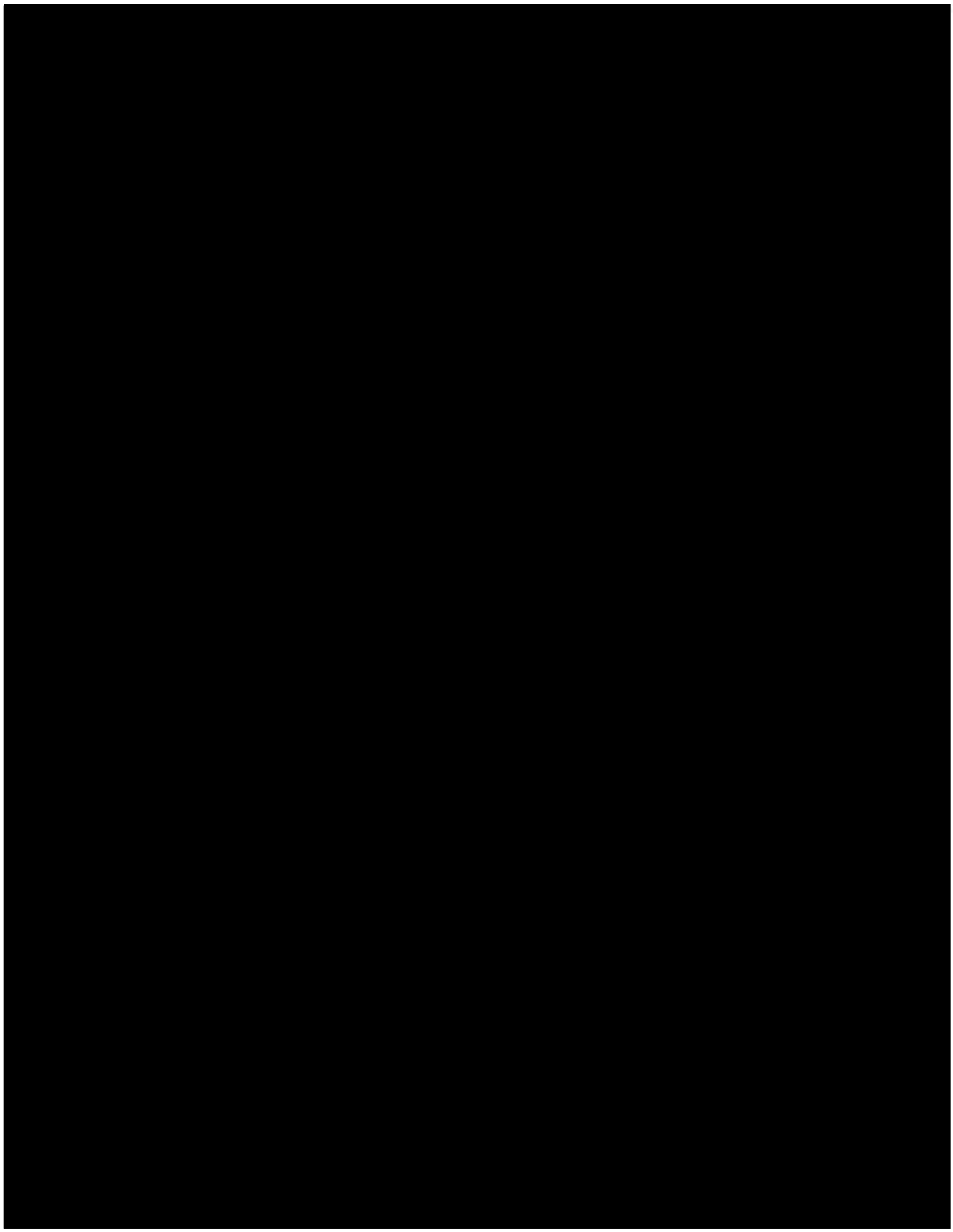
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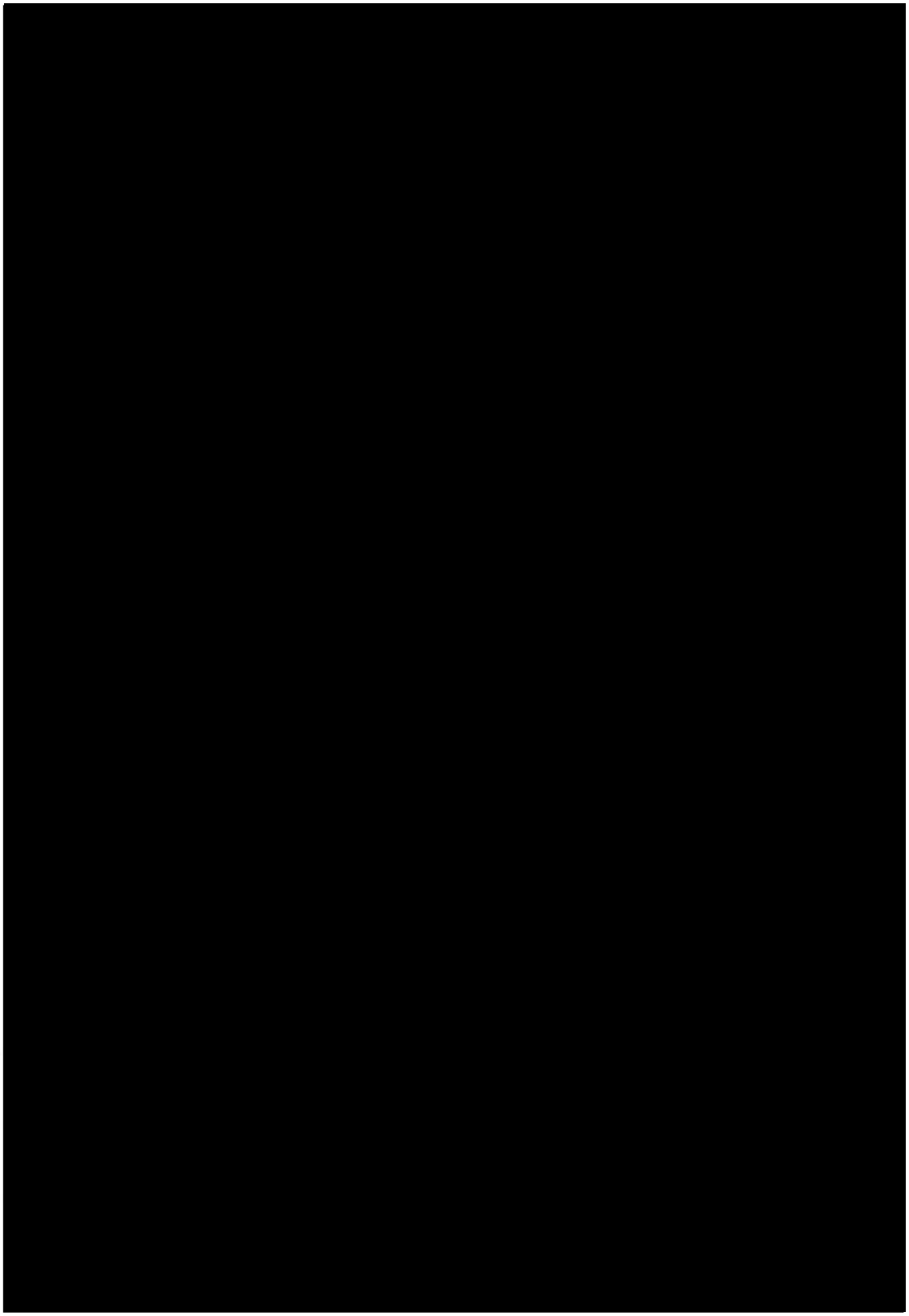
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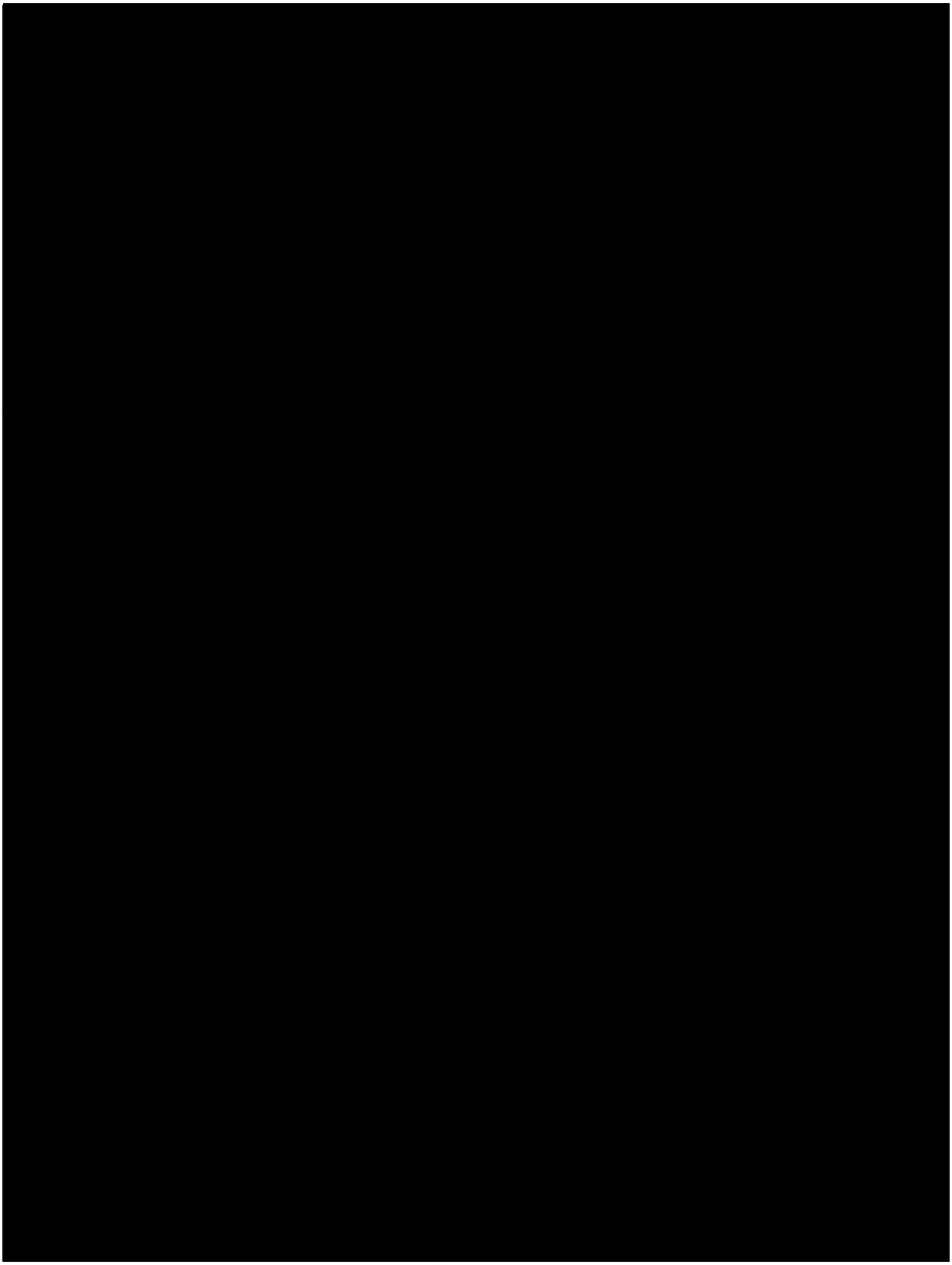
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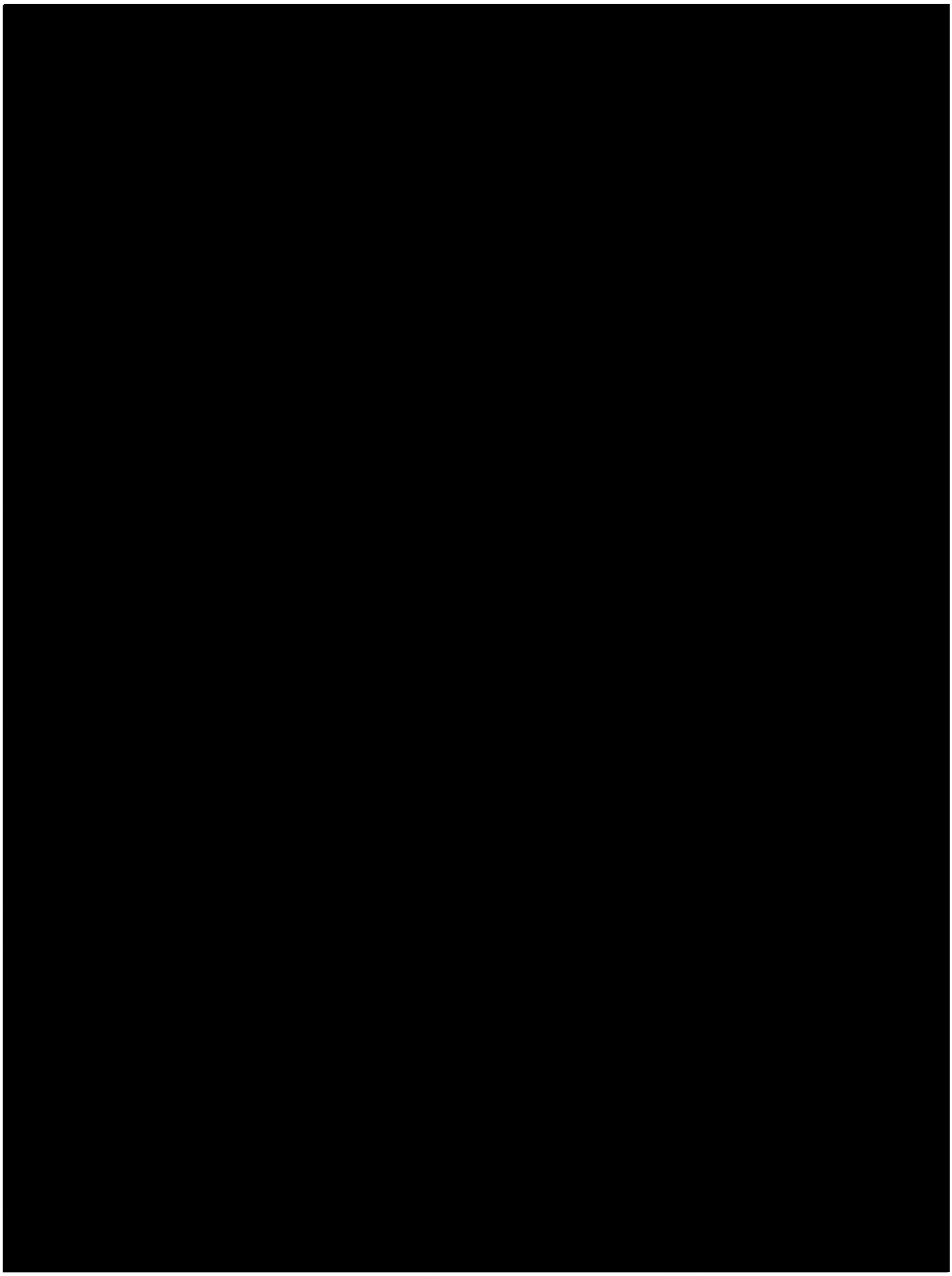
29. NOT USED

30. Deed of Guarantee and Indemnity

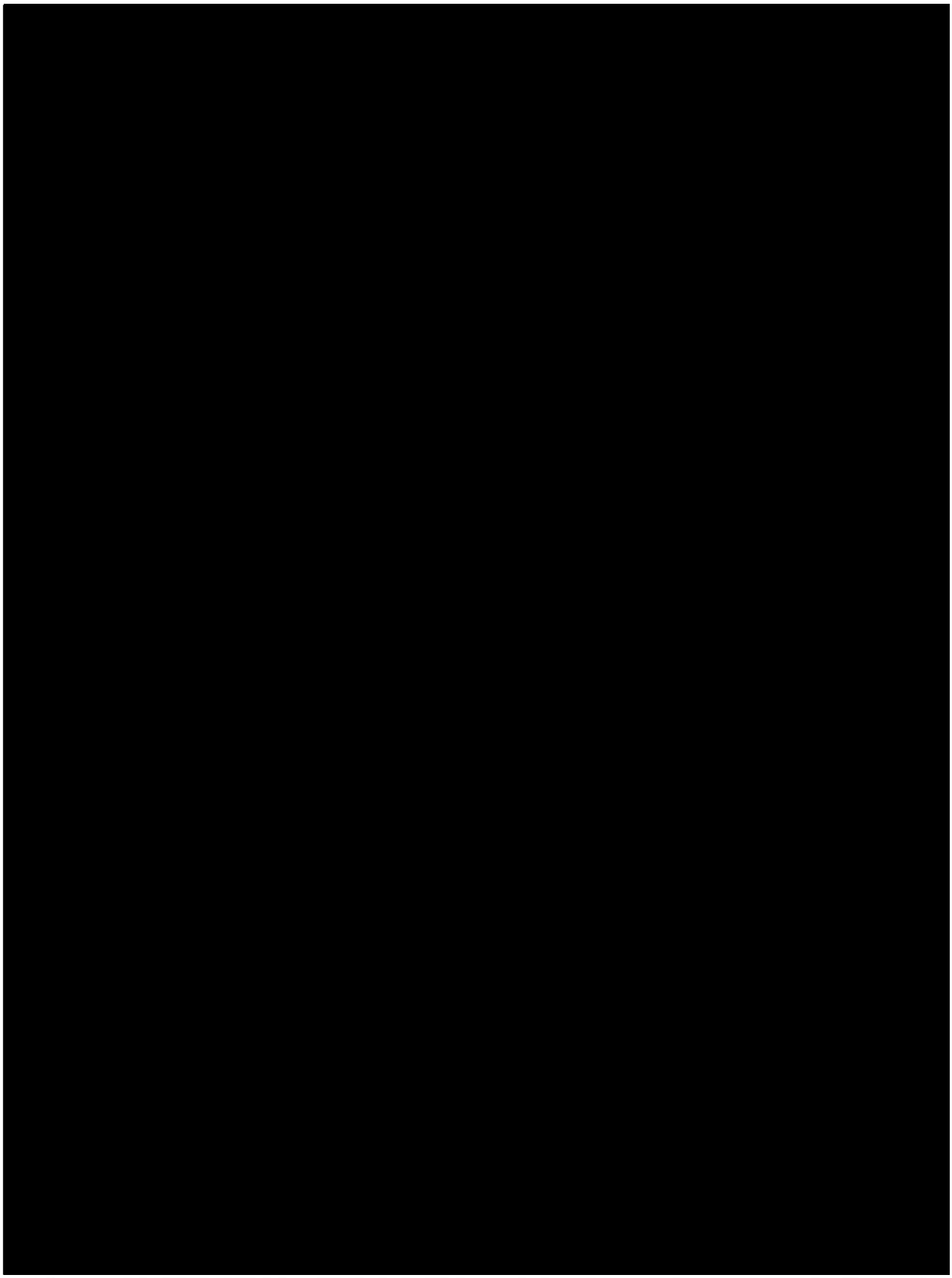


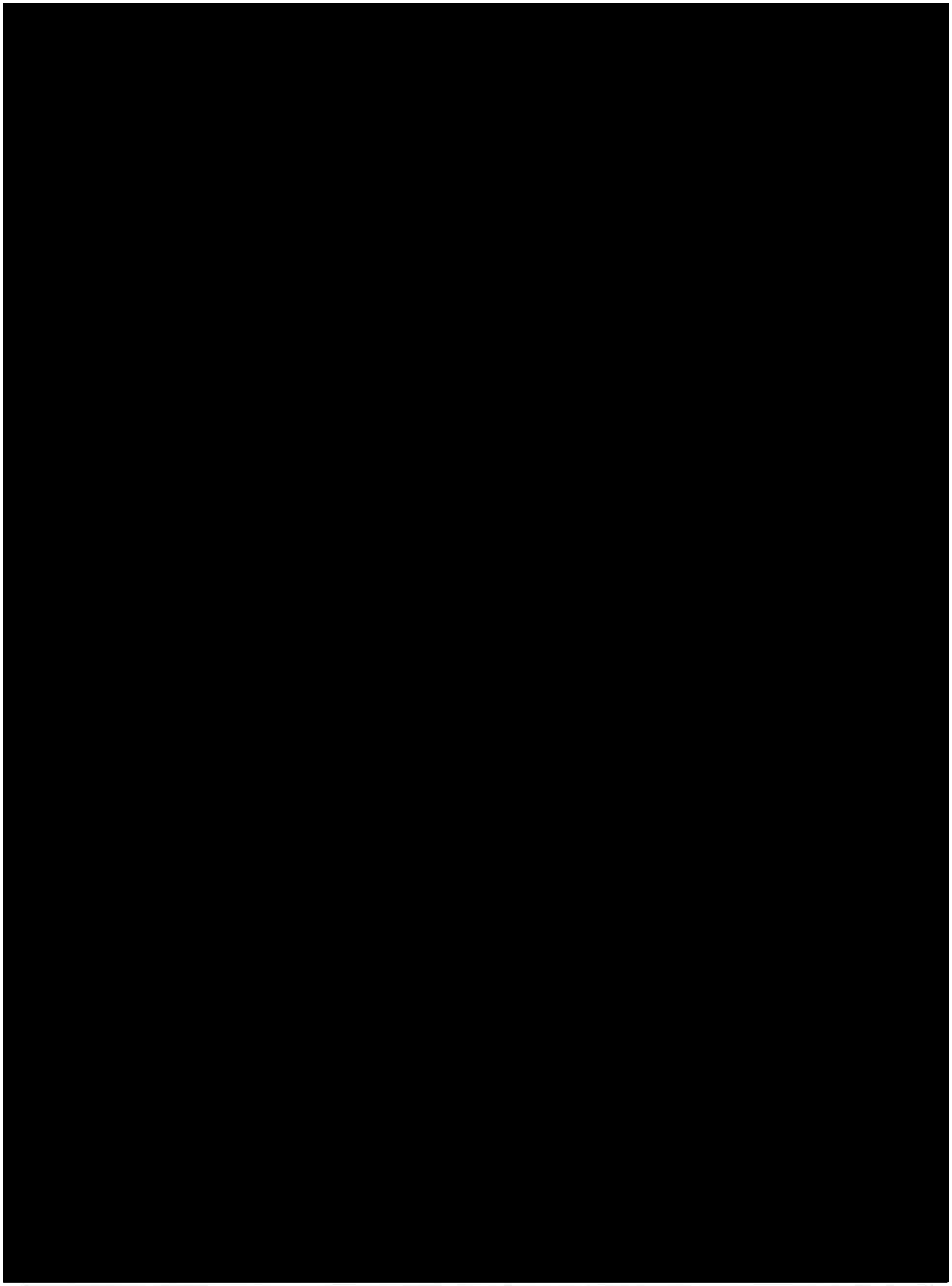


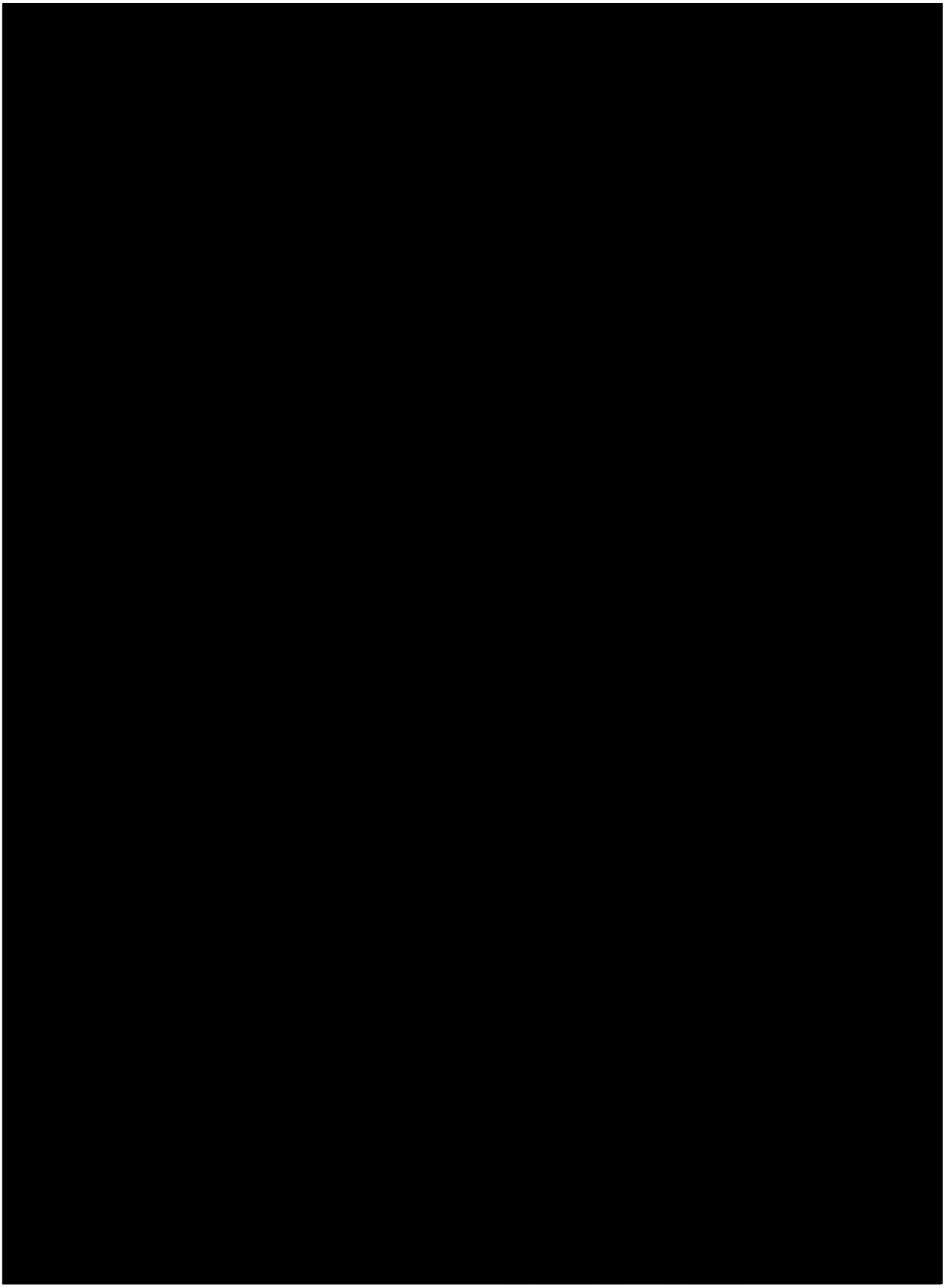




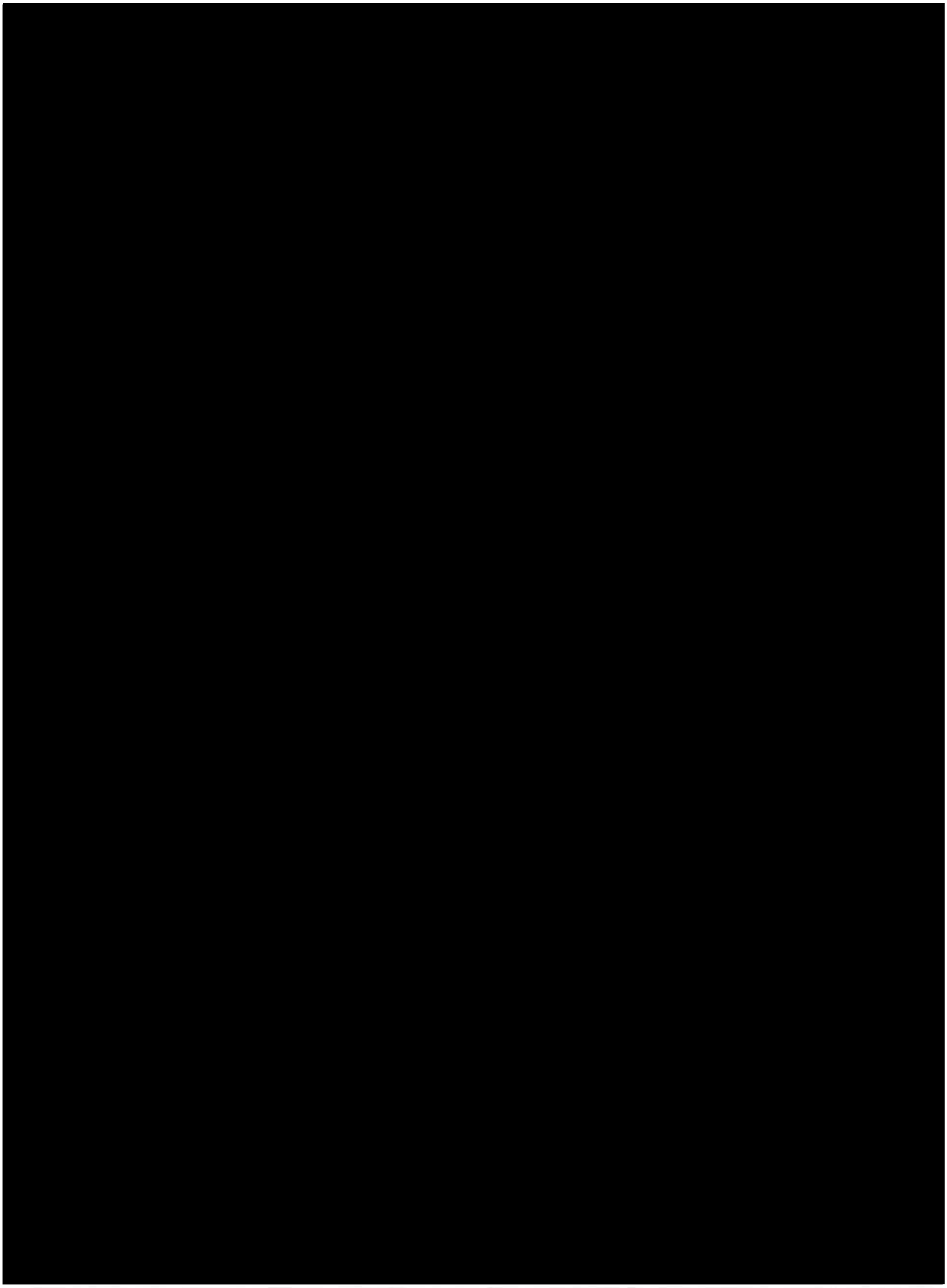
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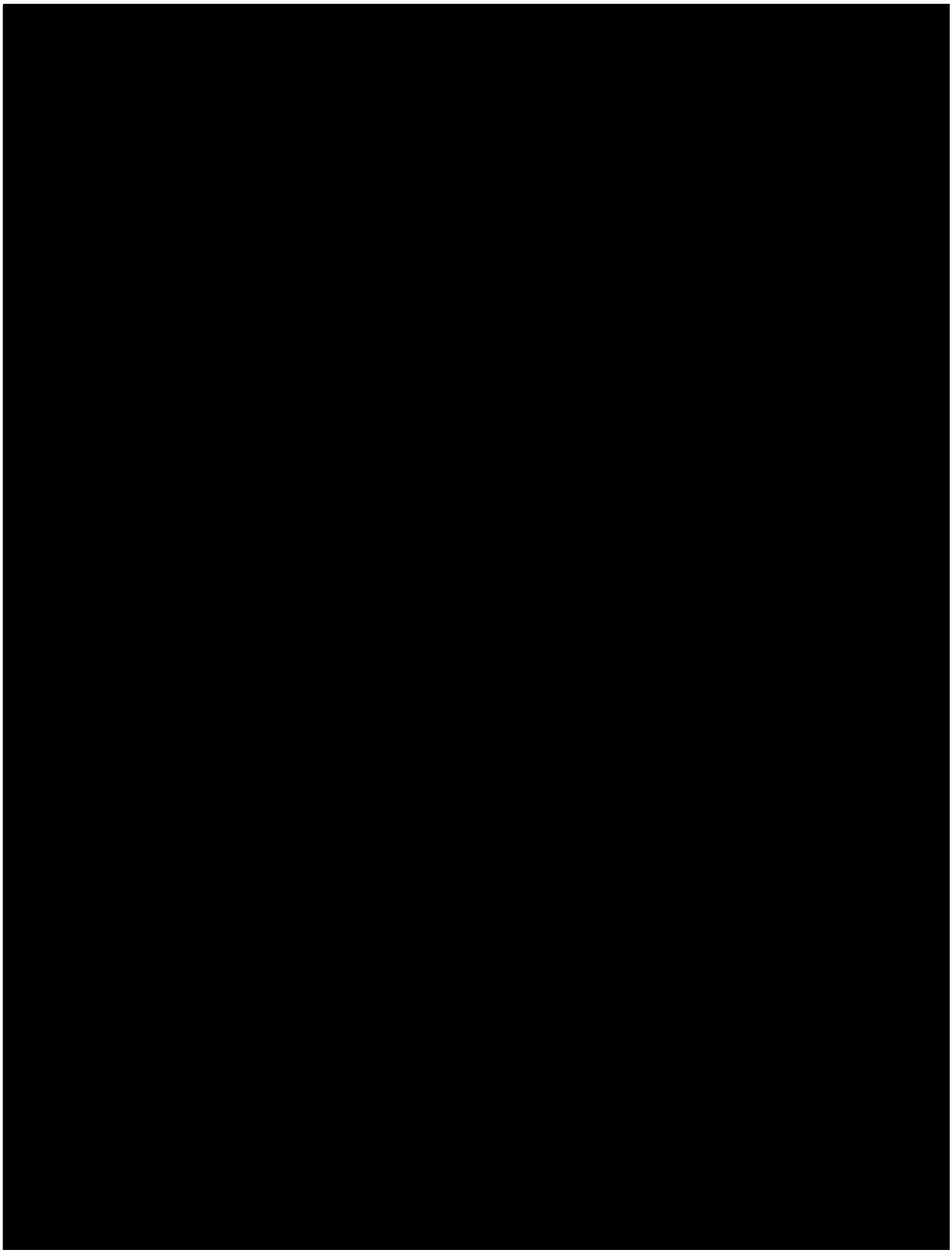




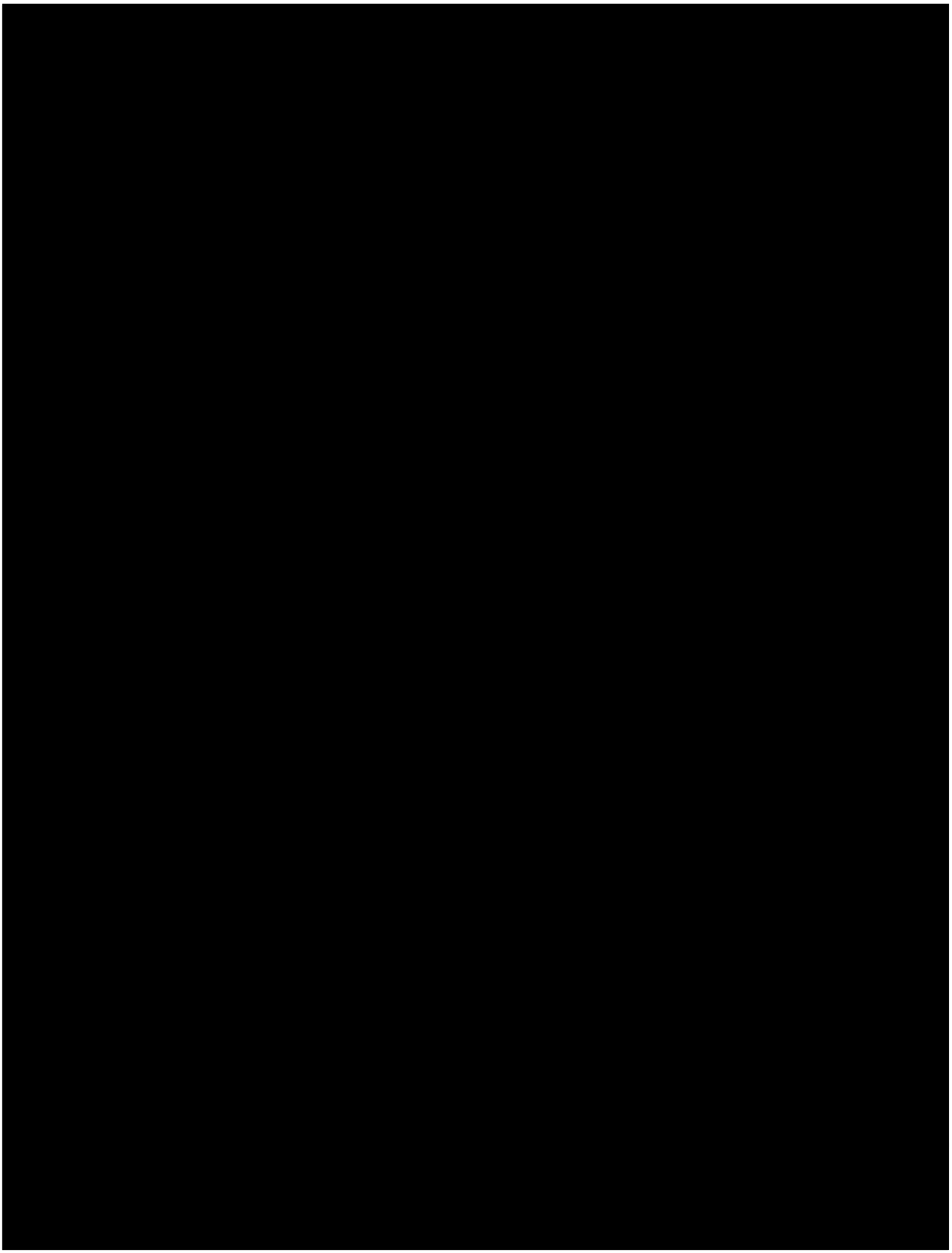
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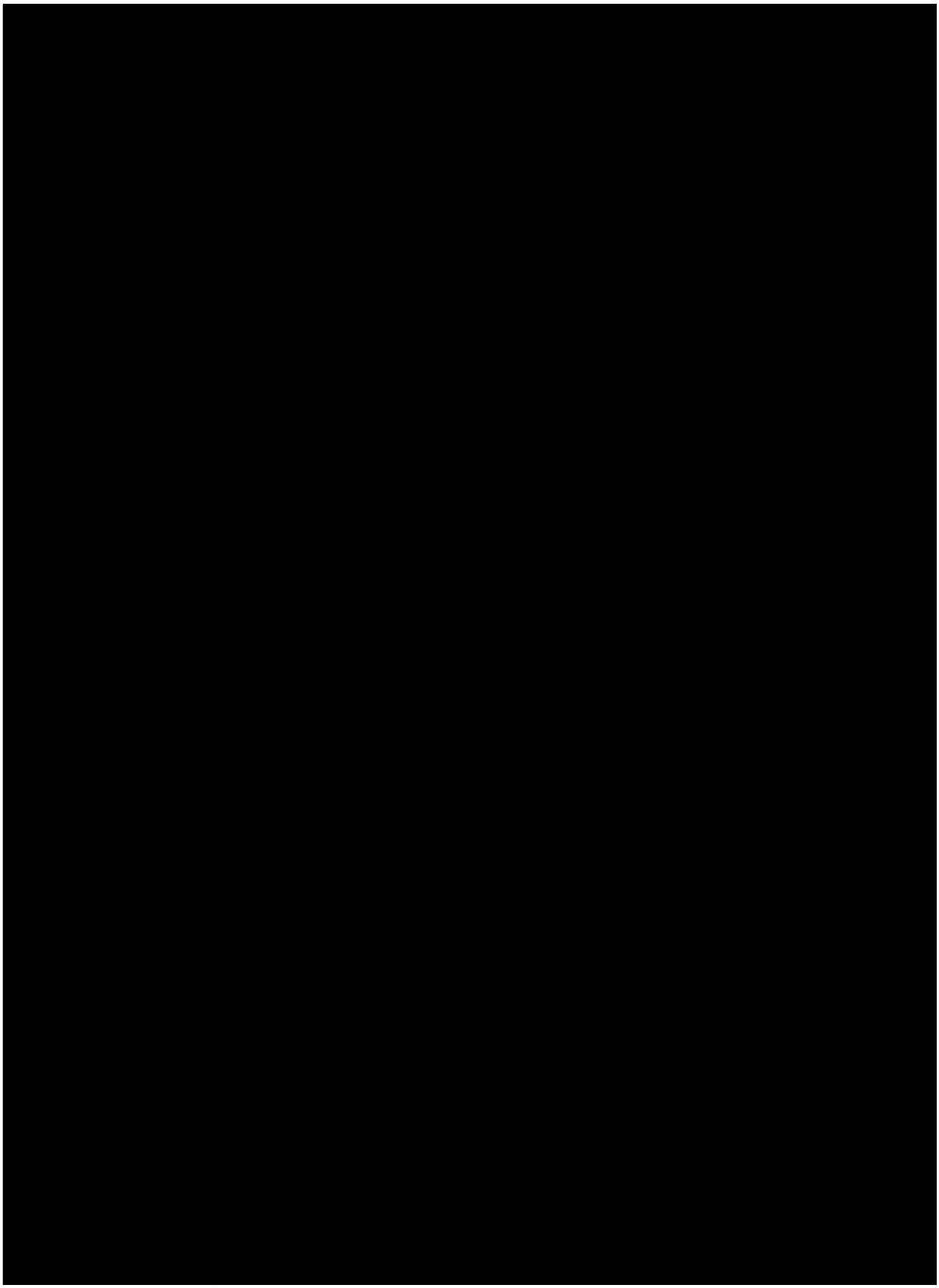


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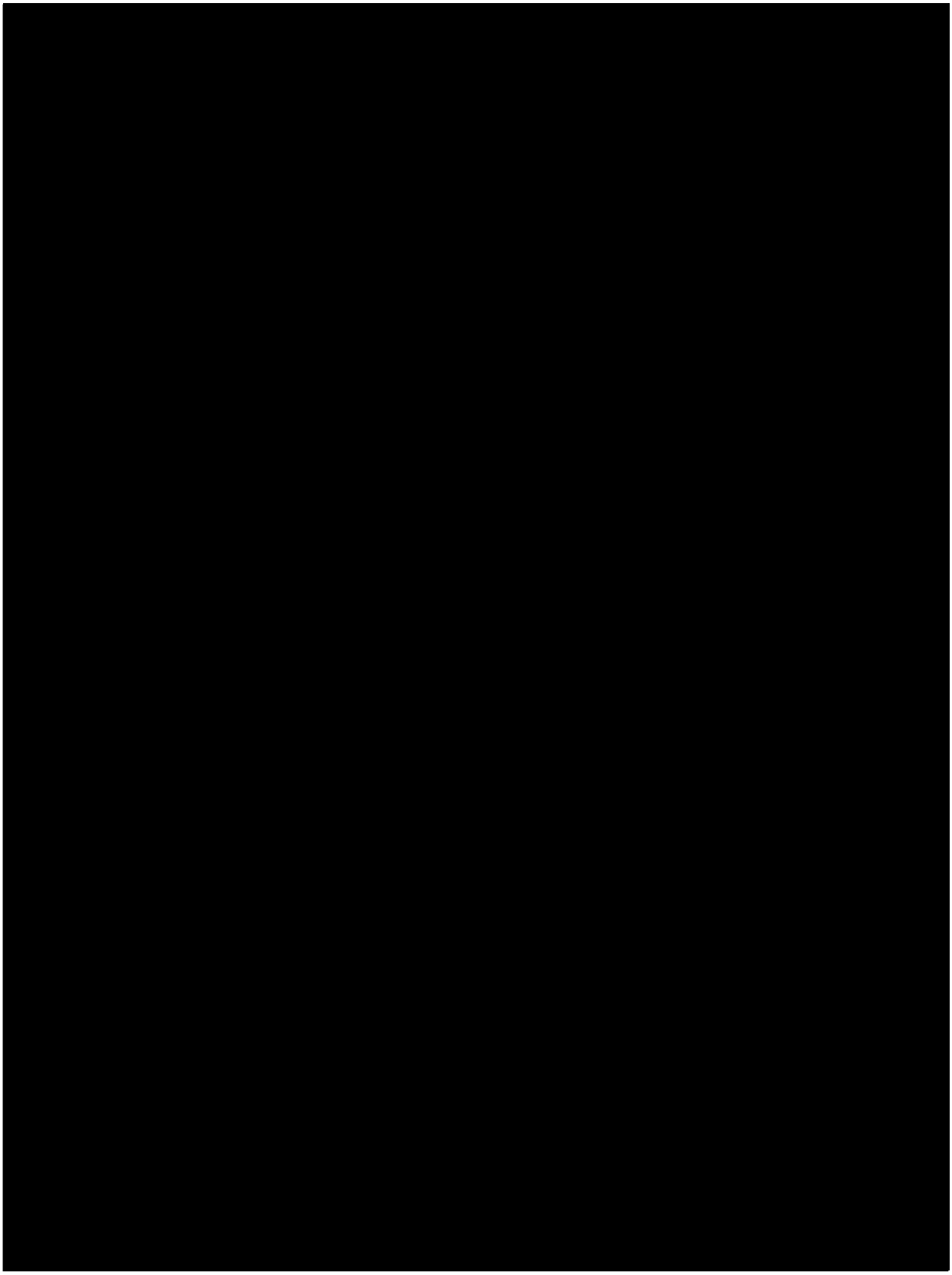


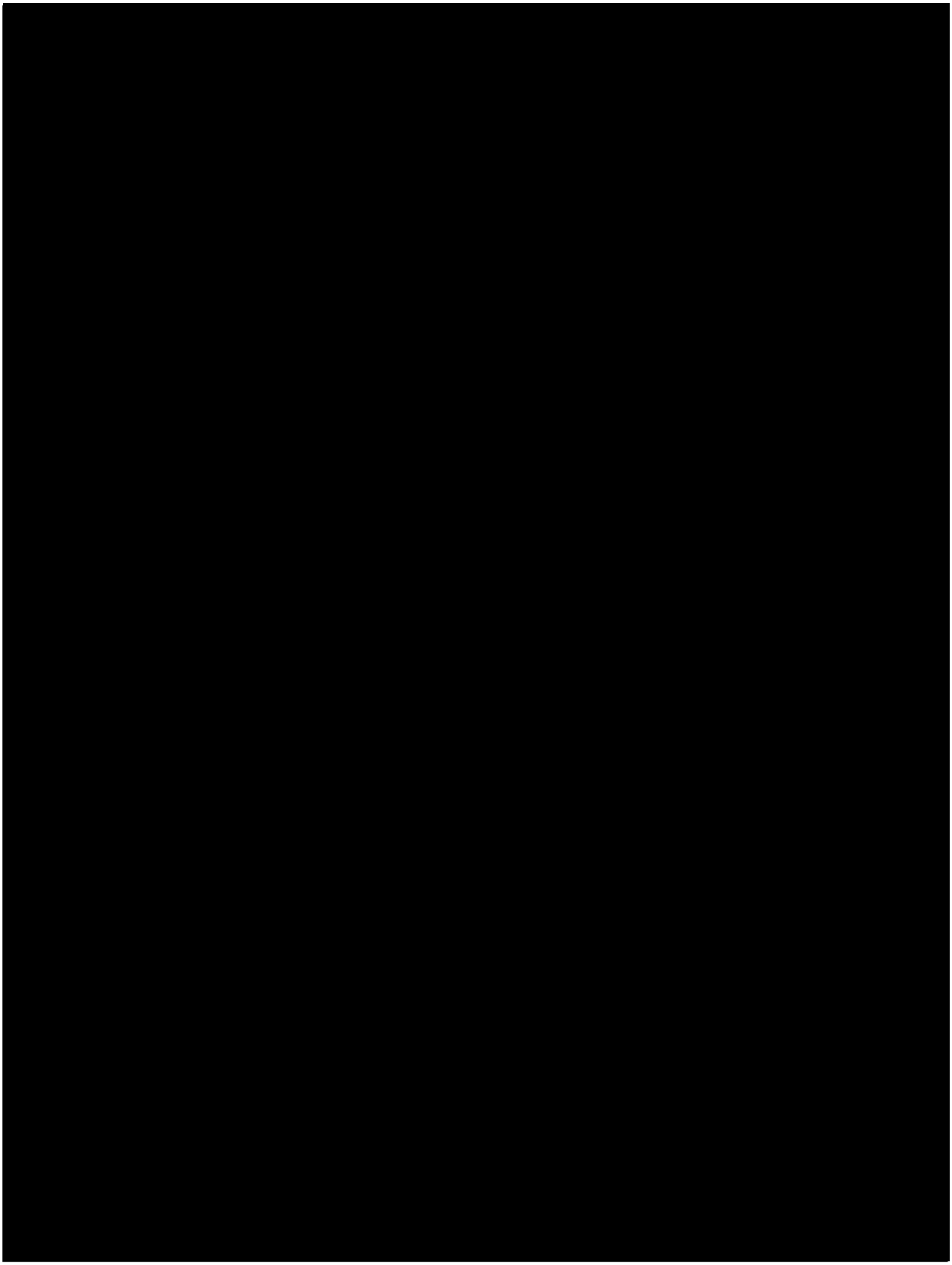
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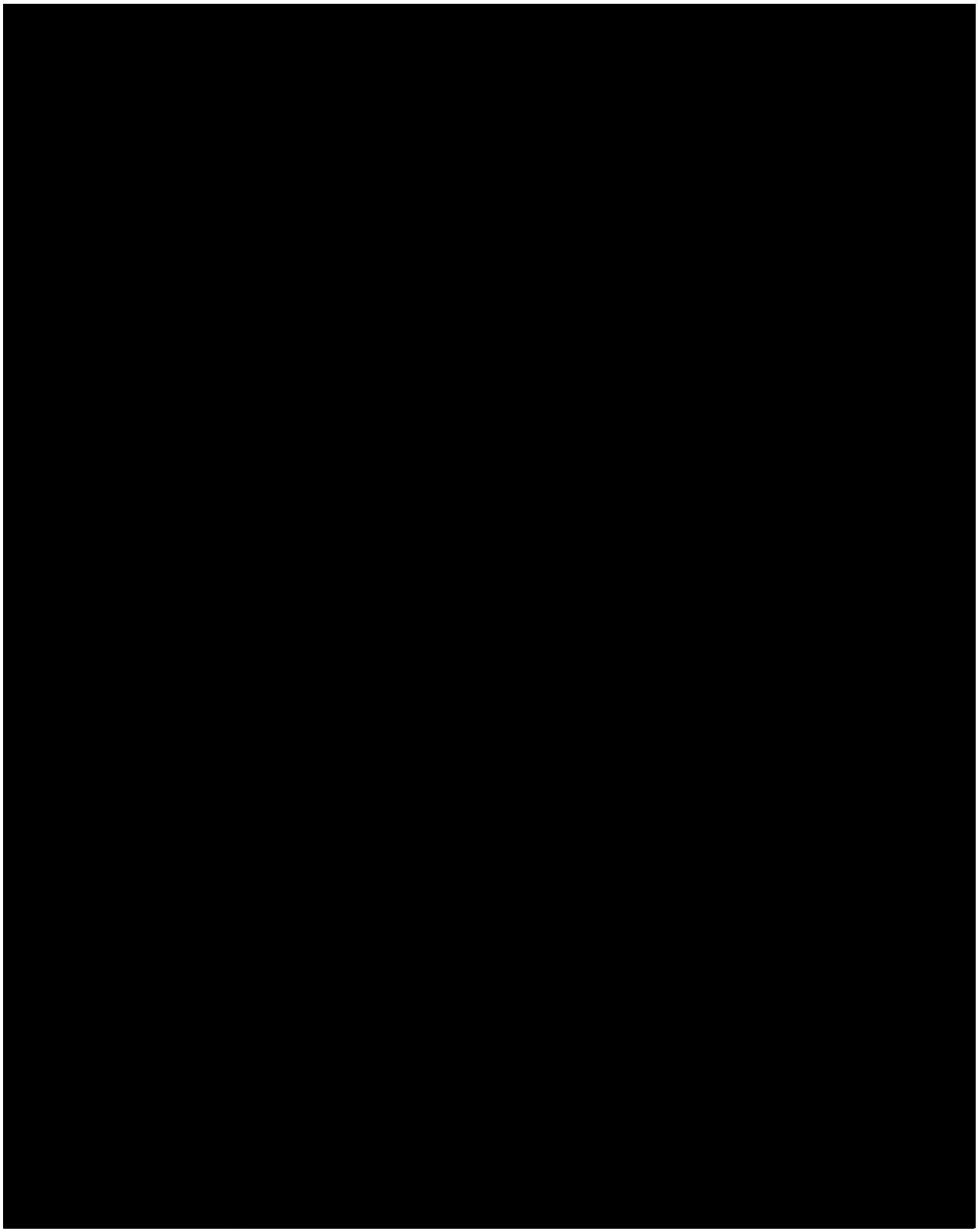


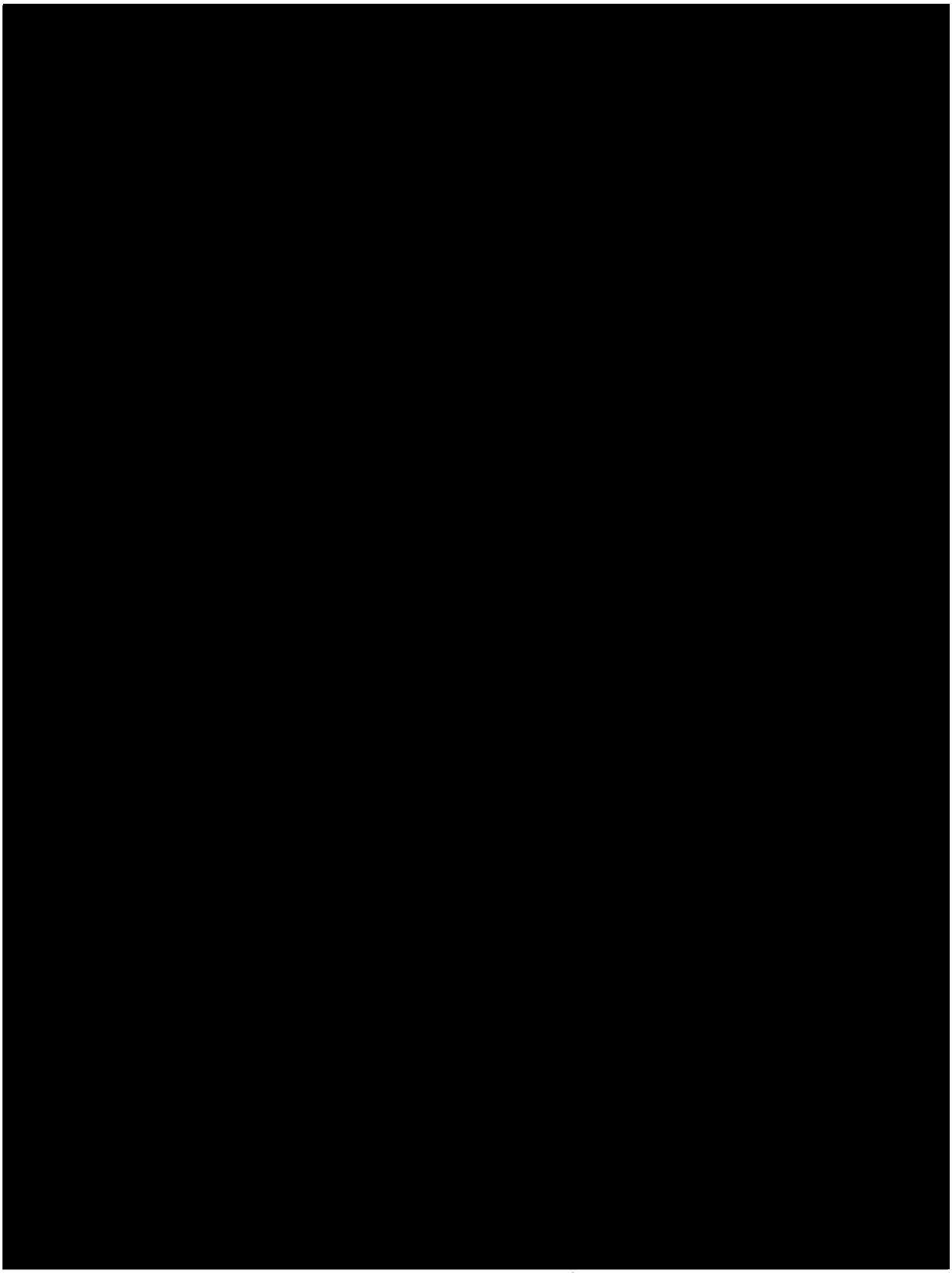
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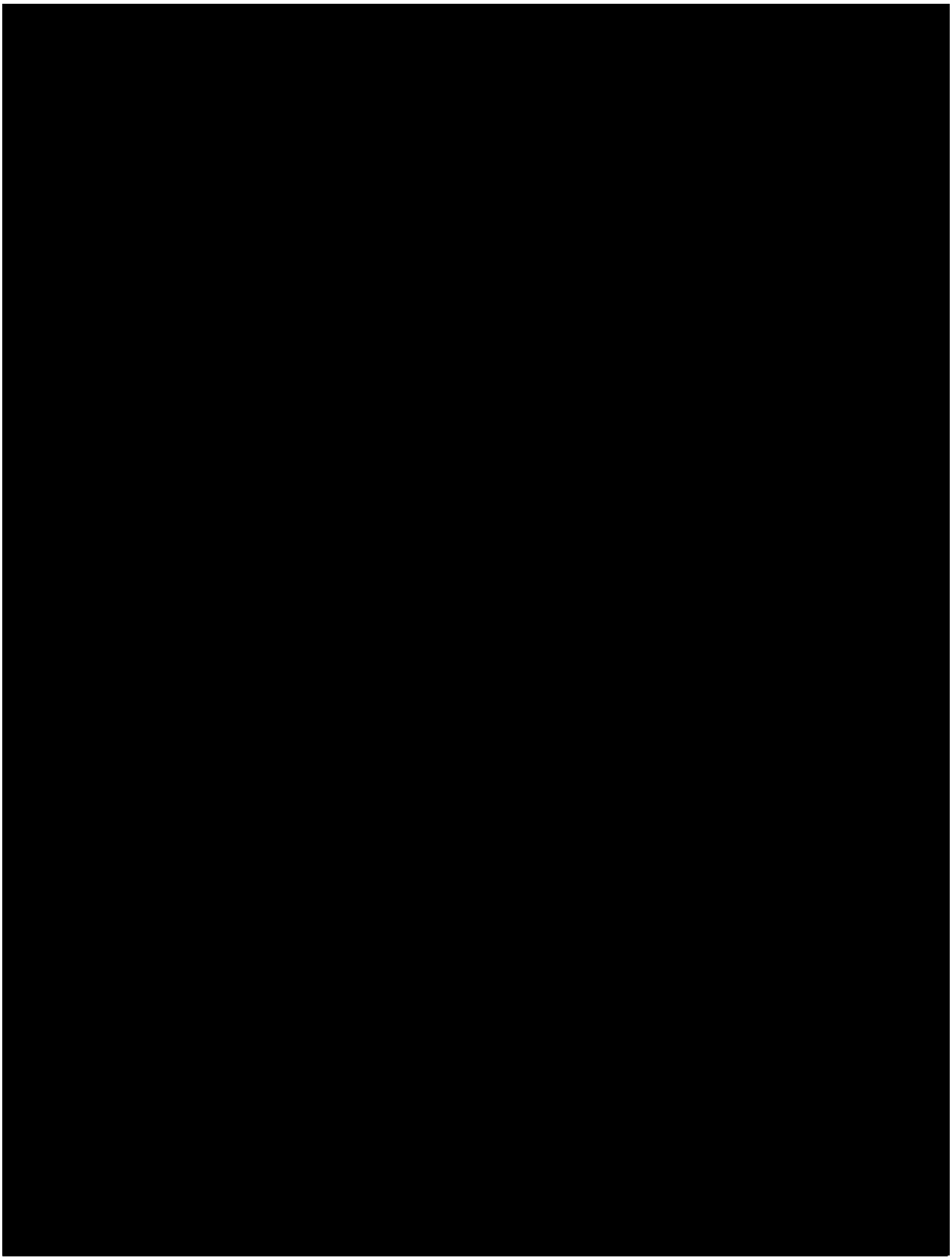


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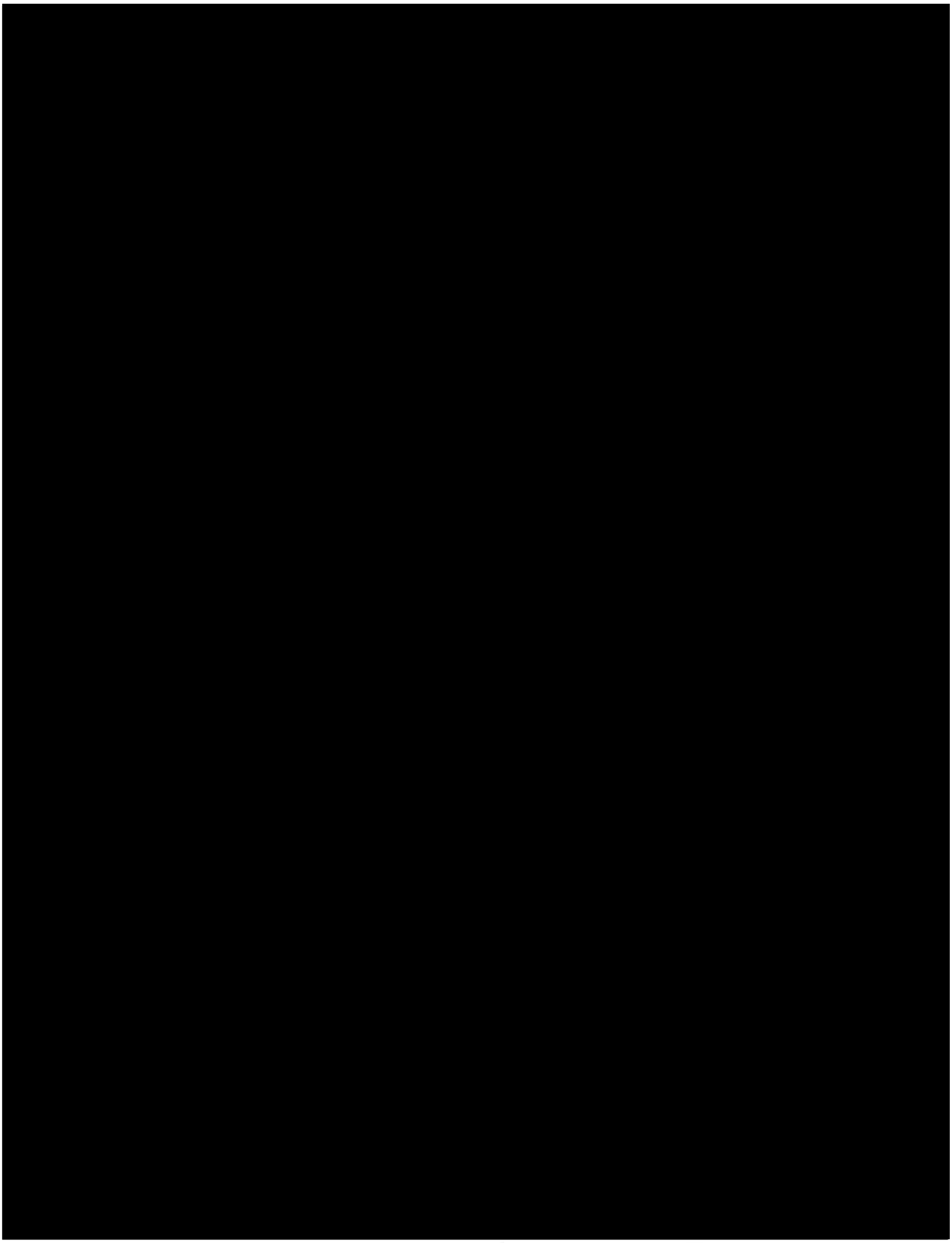


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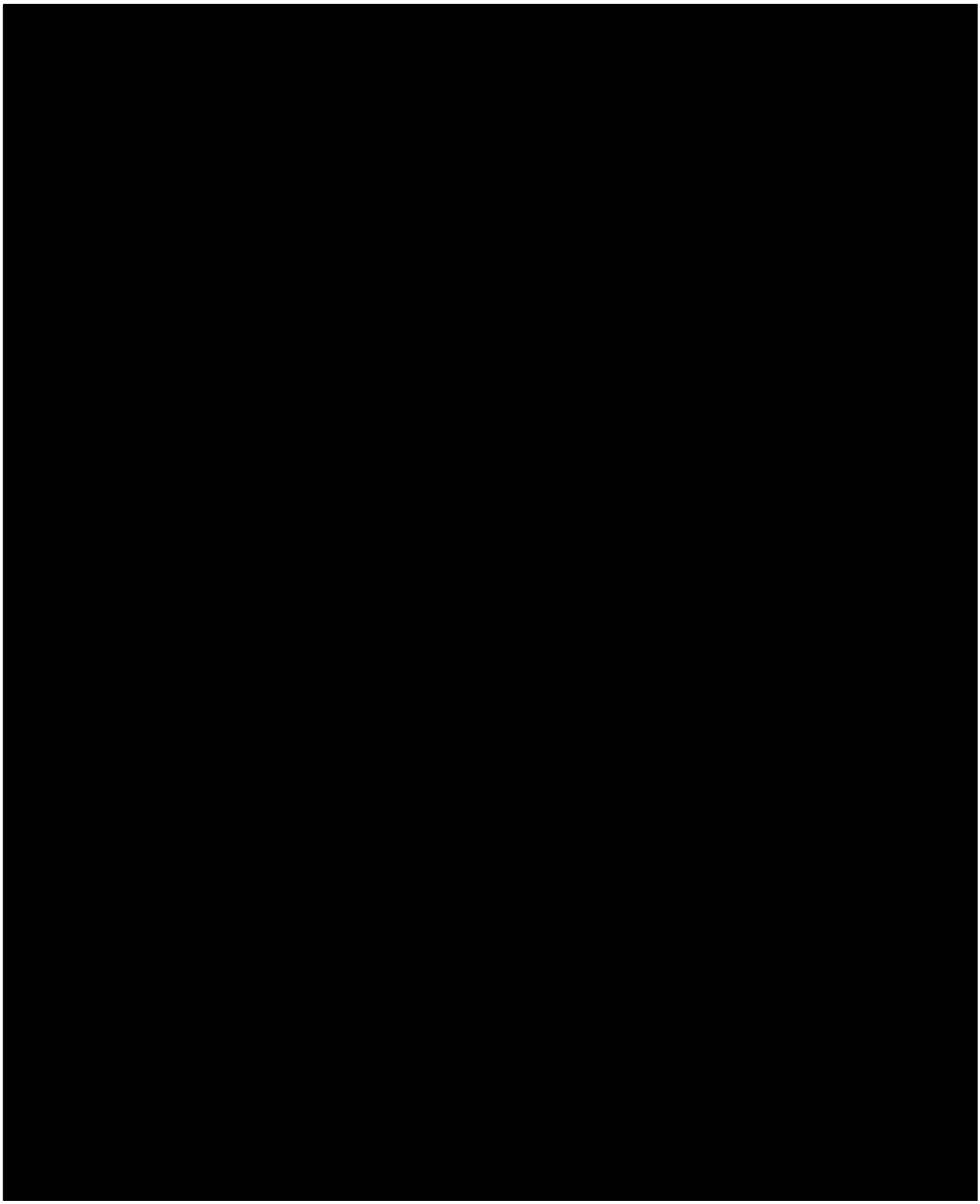


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31. NOT USED

32. NOT USED

33. Overhead Costs

(Clauses 1.1, 6.4(b) and 7.3(b))

33.1 On-site overheads

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

(i) on-site personnel with project management, site supervision, administration and support functions;

(ii) site accommodation including amenities and parking facilities;

(iii) phones lease and installation, rental and charges including mobiles;

(iv) storage area and facilities;

(v) office supplies and consumables;

(vi) site services;

(vii) furniture and office fittings;

(viii) site-based computers;

(ix) printing, photocopying and stationery;

(x) reproduction of drawings;

(xi) project specific insurances only (and not corporate held insurances);

(xii) project specific software, data processing and network systems;

(xiii) security;

(xiv) cleaning;

(xv) postage;

(xvi) site communications;

(xvii) first aid and personal protective equipment for the personnel referred to in paragraph (i);

(xviii) small tools; and

(xix) waste disposal associated with site accommodation, including amenities and parking facilities (excluding waste disposal associated with construction activities).

33.2 Off-site overheads

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

(i) safety and quality;

(ii) research and development;

(iii) financial, legal, human resources and commercial;

(iv) executive management;

(v) corporate infrastructure and support;

(vi) parent company fees;

(vii) corporate head offices running costs and payroll;

(viii) Contract Control Group meetings (non-site personnel); and

(ix) bonds and bank guarantees.

34. Principal Supplied Items

(Clauses 1.1 and 7.11)

Nil

TfNSW

35. Form of Other Contractor Deed Poll

(Clause 7.4)

This Deed Poll made the day of 20

In favour of: **[*insert details*]** (ABN **[*insert details*]**) of **[*insert details*]**
("Contractor")
[*insert details*] (ABN **[*insert details*]**) of **[*insert details*]**
("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 (as that term is defined in the Contract) 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.

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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

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36. Interface Agreement Deed Poll

(Clause 1.1 and 1.6)

Deed Poll in favour of Rail Transport Agency and Transport for NSW

This deed poll ("Deed Poll") made day of 20

By Arenco (NSW) Pty Ltd (ABN 61 002 671 392) of 184 Adderley Street West, Auburn, NSW 2144; and

Daracon Contractors Pty Ltd (ABN 82 002 344 667) of 17 James Street, Wallsend, NSW 2287,

trading as Arenco (NSW)/Daracon Contractors JV (ABN 84 724 094 329) ("**D&C Contractor**"),

in favour of **Sydney Trains (ABN 38 284 779 682)** of 477 Pitt Street, Sydney NSW 2000 ("**Rail Transport Agency**");

and **Transport for NSW (ABN 28 458 799 157)** a statutory State owned corporation constituted pursuant to the Transport Administration Act 1988, of Level 5, Tower A, Zenith Centre, 821-823 Pacific Highway, Chatswood NSW 2067 ("**TfNSW**").

RECITALS

A. Rail Transport Agency operates the commuter rail system in Sydney, including area where the Works are to be undertaken by the D&C Contractor and others.

B. TfNSW is responsible for developing certain major railway systems and other major projects.

C. TfNSW is responsible for procuring the execution and completion of certain works on the **Museum Station Easy Access Upgrade Project** (the "**Works**") on behalf of Rail Transport Agency and the New South Wales Government, and has entered into a Design & Construct Contract ("**D&C Contract**") to achieve this.

D. Rail Transport Agency is relying on TfNSW to procure the D&C Contractor (and others) to execute and complete the Works in accordance with the D&C Contract to ensure that Rail Transport Agency will satisfy, among other things, its obligations to provide an operating commuter rail system.

E. Rail Transport Agency will suffer loss if TfNSW does not procure the D&C Contractor to execute and complete the Works in accordance with the D&C Contract and Interface Agreement.

F. Rail Transport Agency and TfNSW may enter into an Interface Agreement for Works carried out on Rail Transport Agency land, which applies to the Works and the D&C Contract (the "**Interface Agreement**").

G. It is a condition of the D&C Contract, Clause 1.6, that upon request by TfNSW, the D&C Contractor enters into a Deed Poll in favour of TfNSW and Rail Transport Agency. This Deed Poll binds the D&C Contractor to the Interface Agreement between TfNSW and Rail Transport Agency.

THIS DEED WITNESSES THAT THE D&C CONTRACTOR HEREBY COVENANTS, WARRANTS AND AGREES WITH AND FOR THE BENEFIT OF RAIL TRANSPORT AGENCY AND TfNSW AS FOLLOWS:

1. It will observe all the requirements of the Interface Agreement and ensure that it does not do anything which would cause a party to the Interface Agreement to breach the requirements of the Interface Agreement.

2. This Deed Poll is governed by the laws of the State of New South Wales.

3. This Deed Poll may not be revoked or otherwise modified without the prior written consent of Rail Transport Agency and TfNSW.

4. Where terms used in this Deed Poll are defined in the D&C Contract or Interface Agreement, those terms have the meaning given to them in the D&C Contract or Interface Agreement.

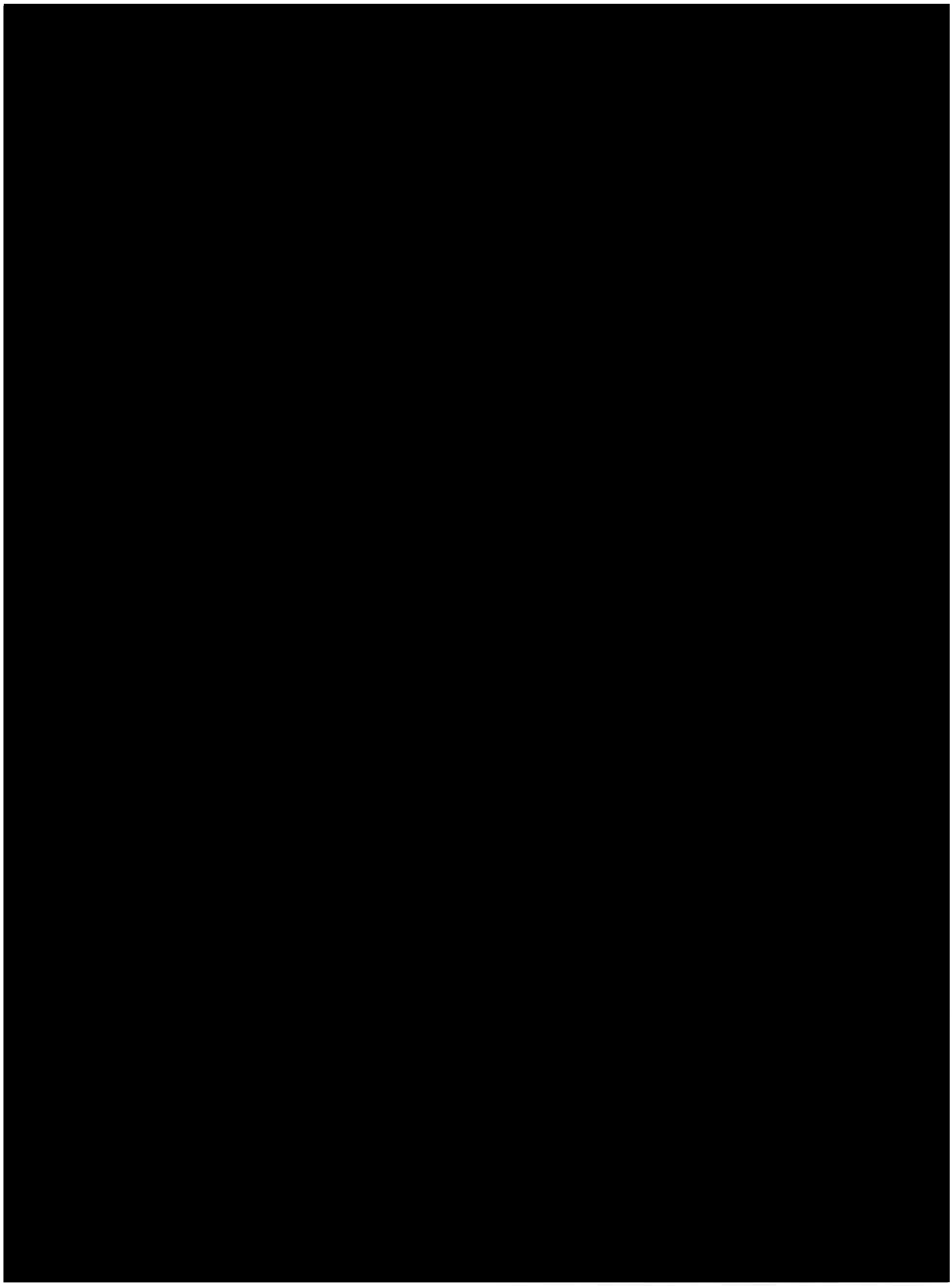
Executed by [insert D&C Contractor's name] ABN [insert D&C Contractor's ABN] by or in the presence of:

Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director

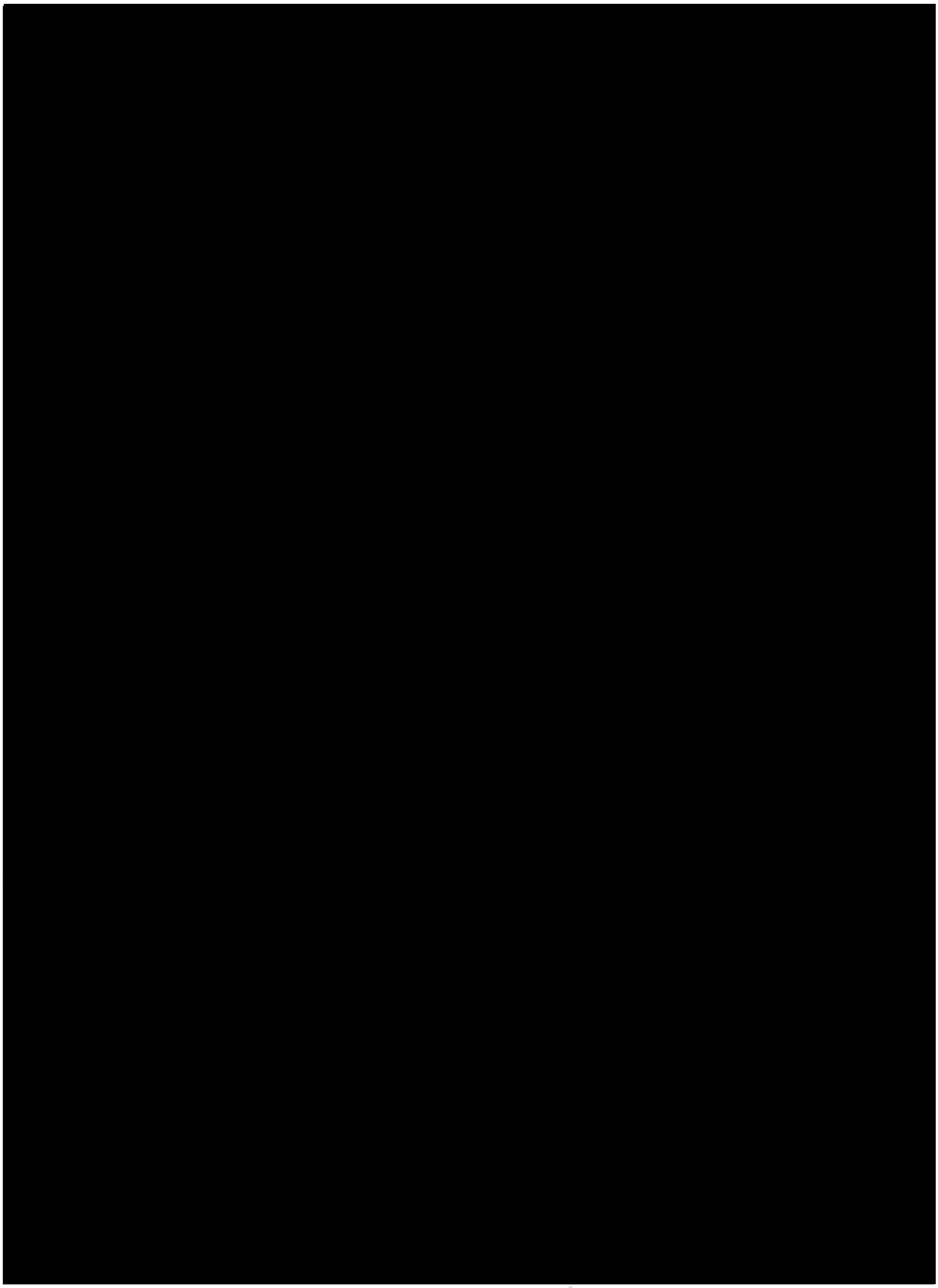
37. Project Bank Account

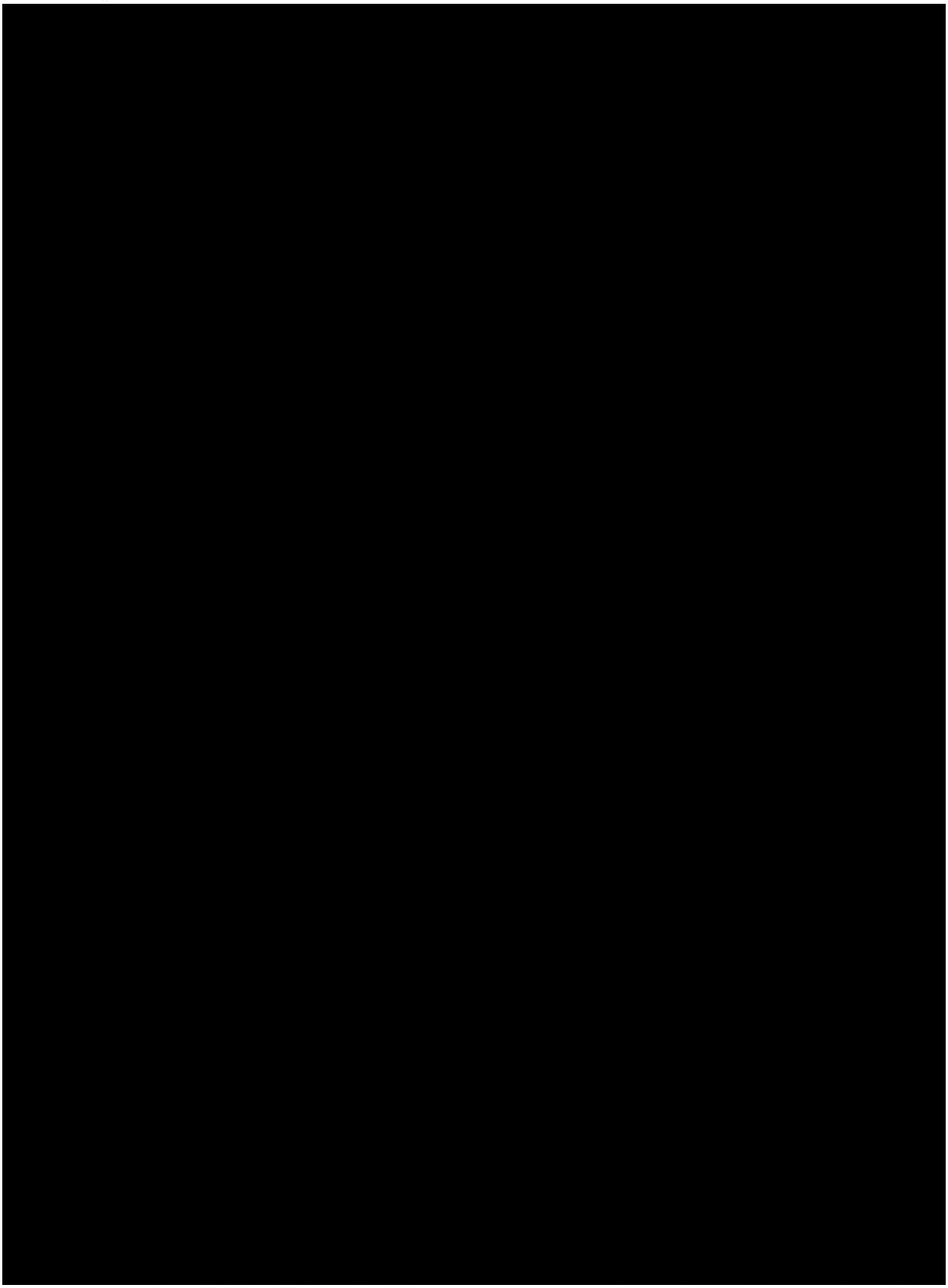
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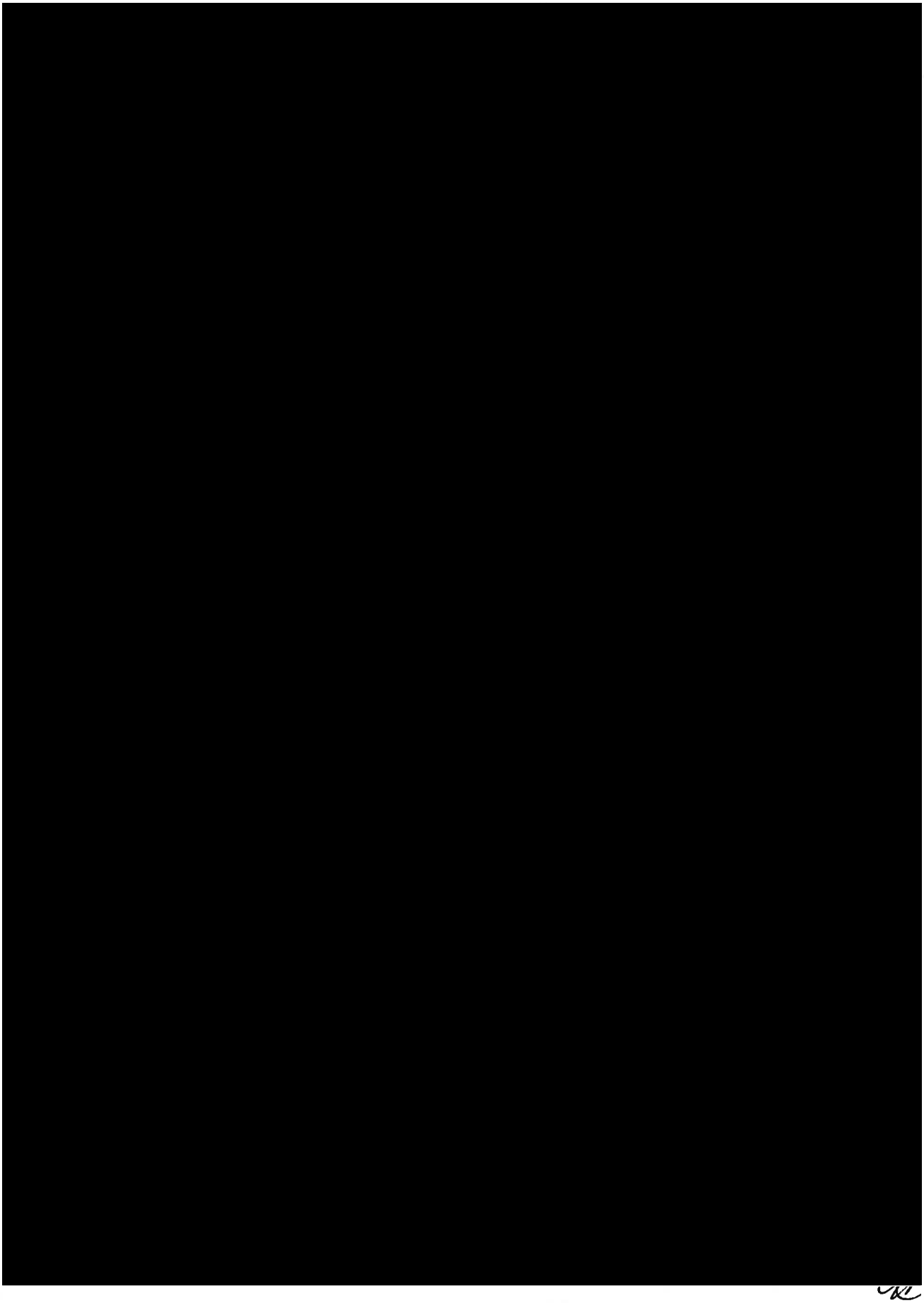


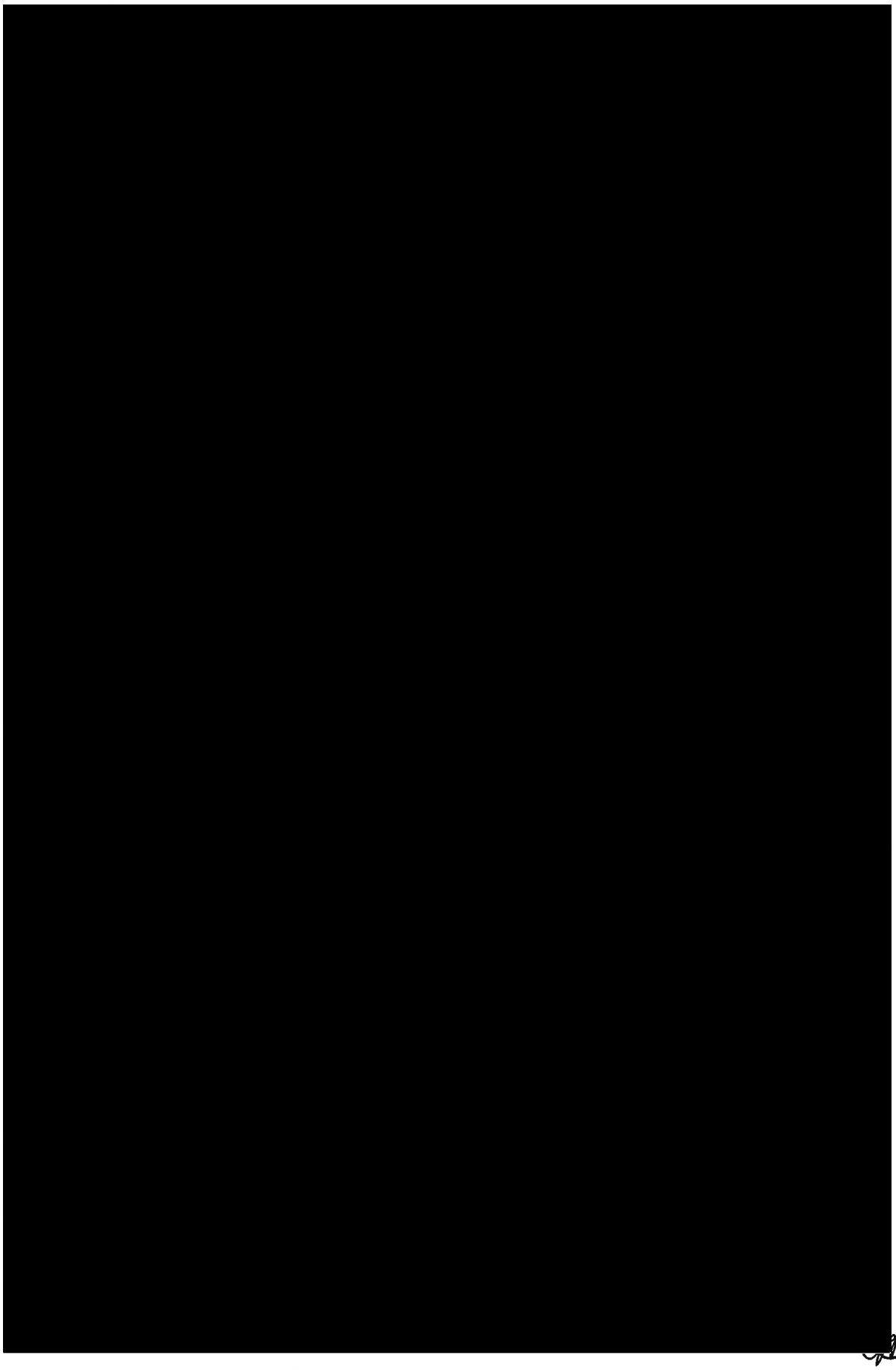


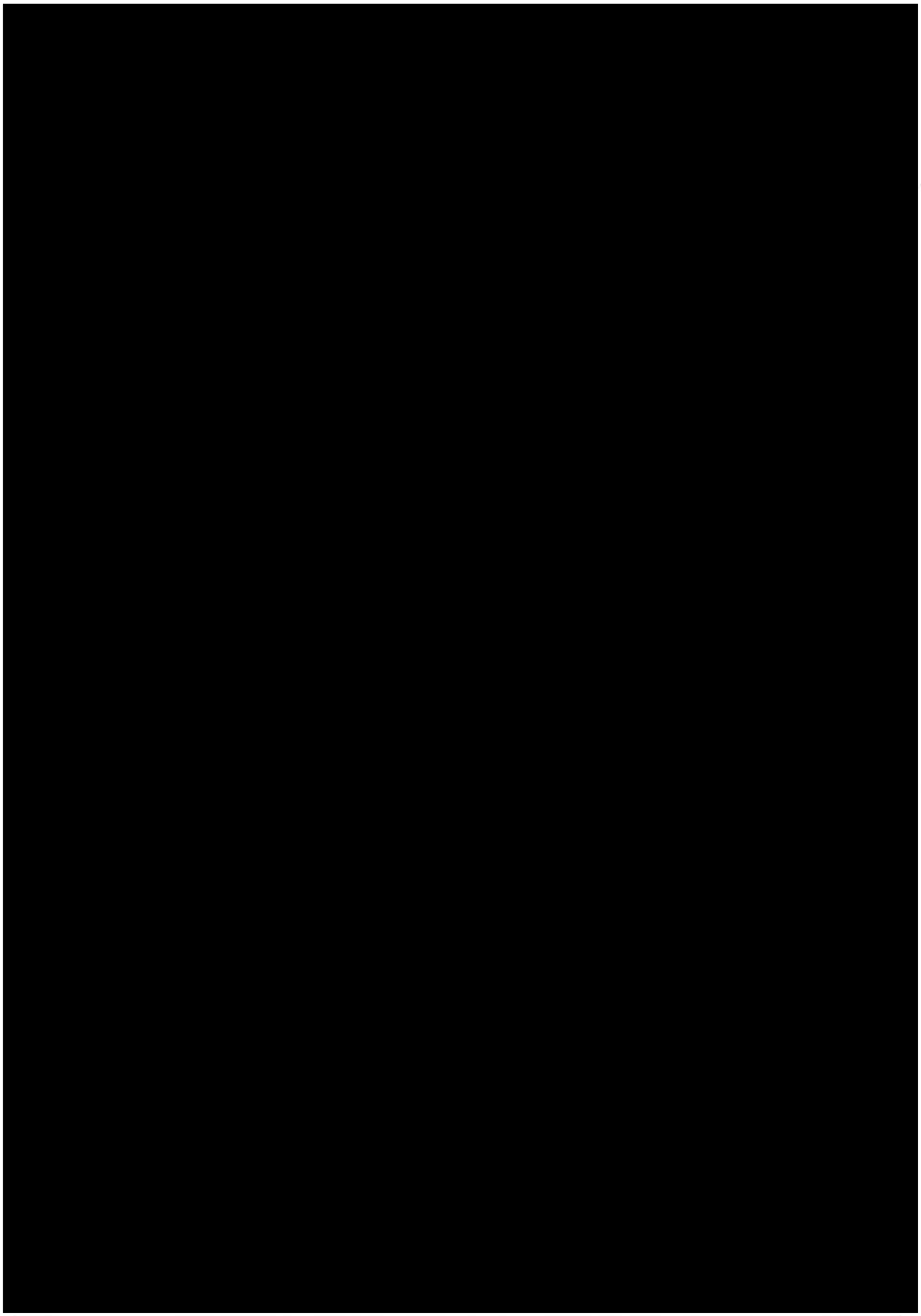


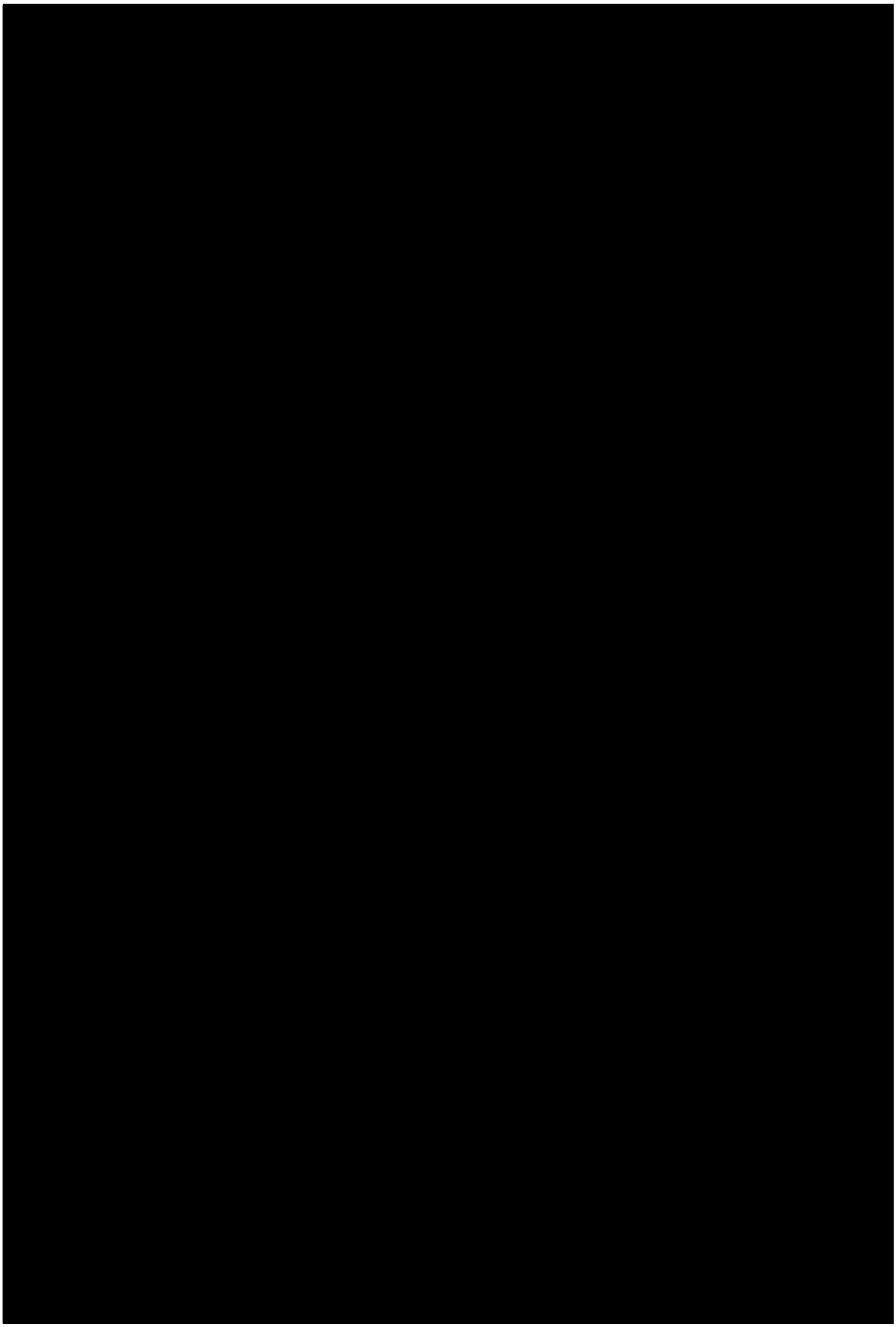
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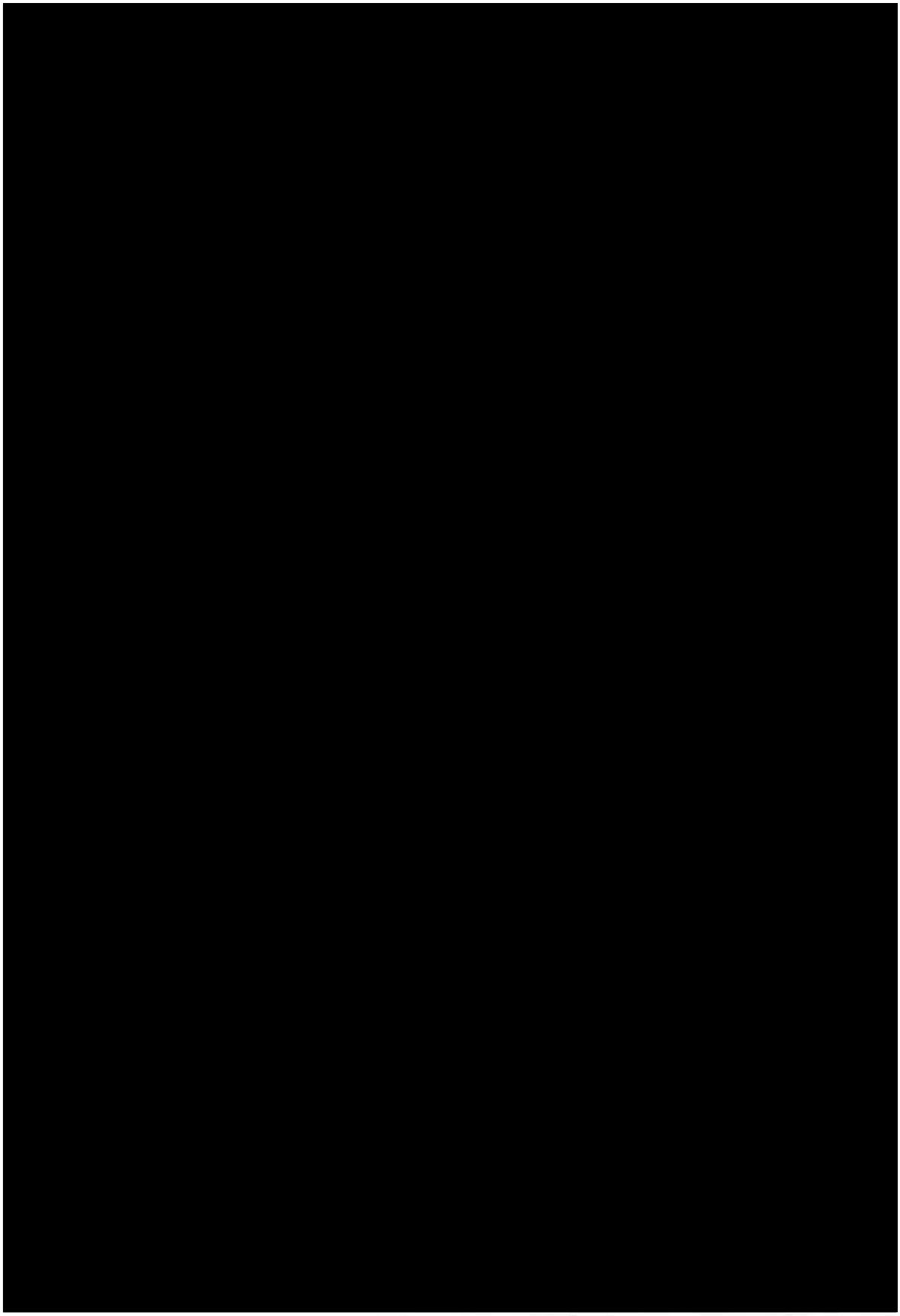


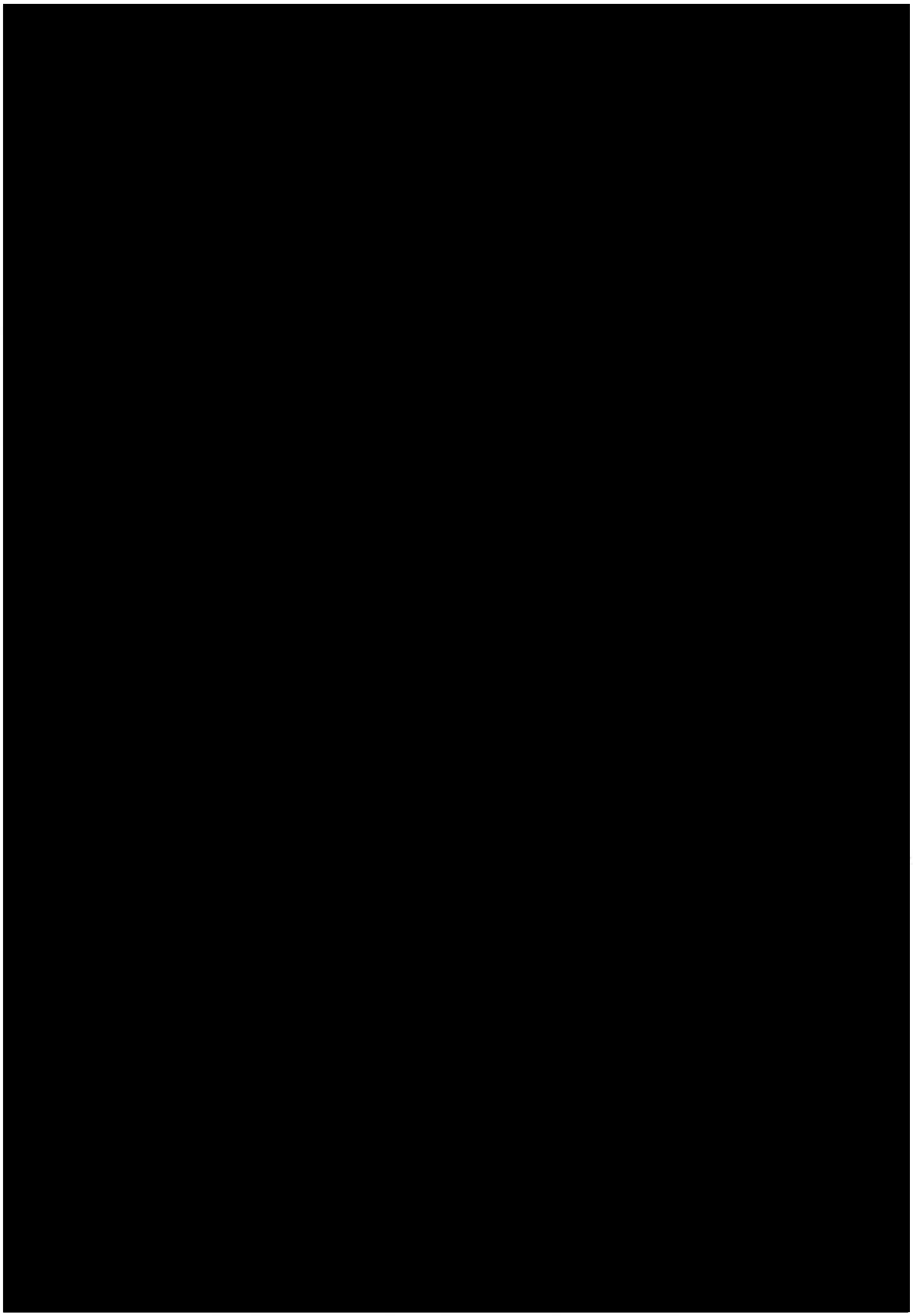


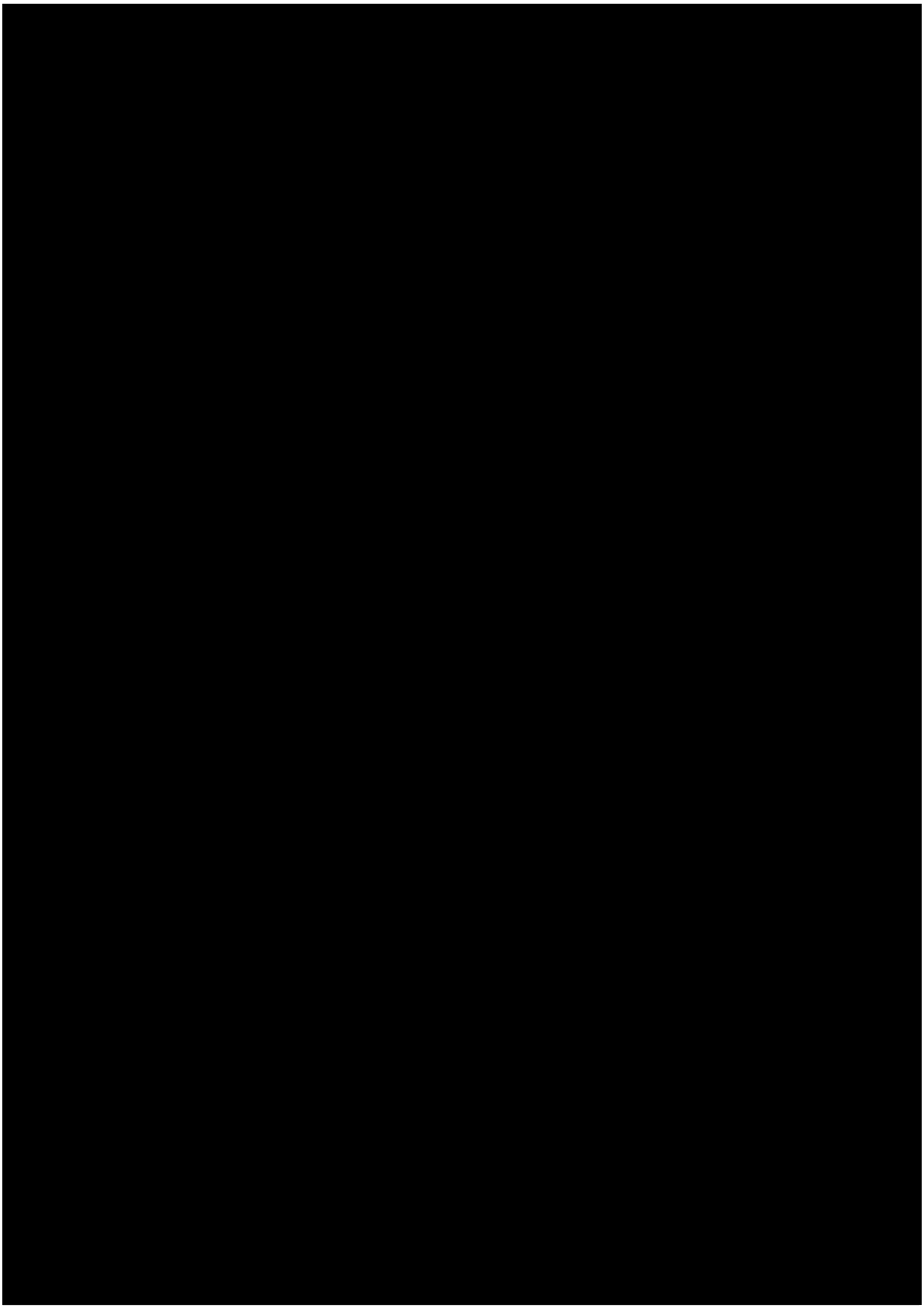




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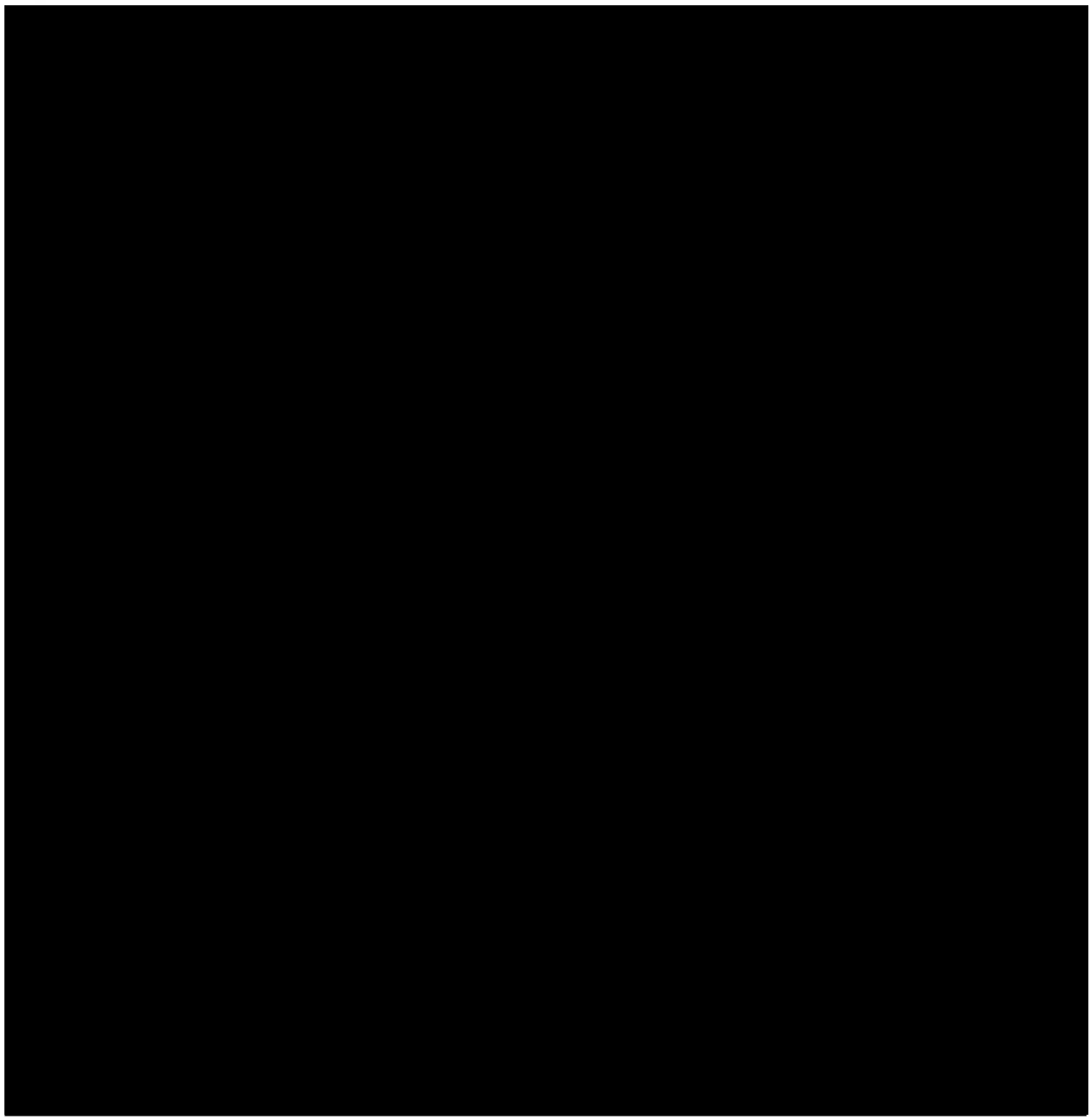






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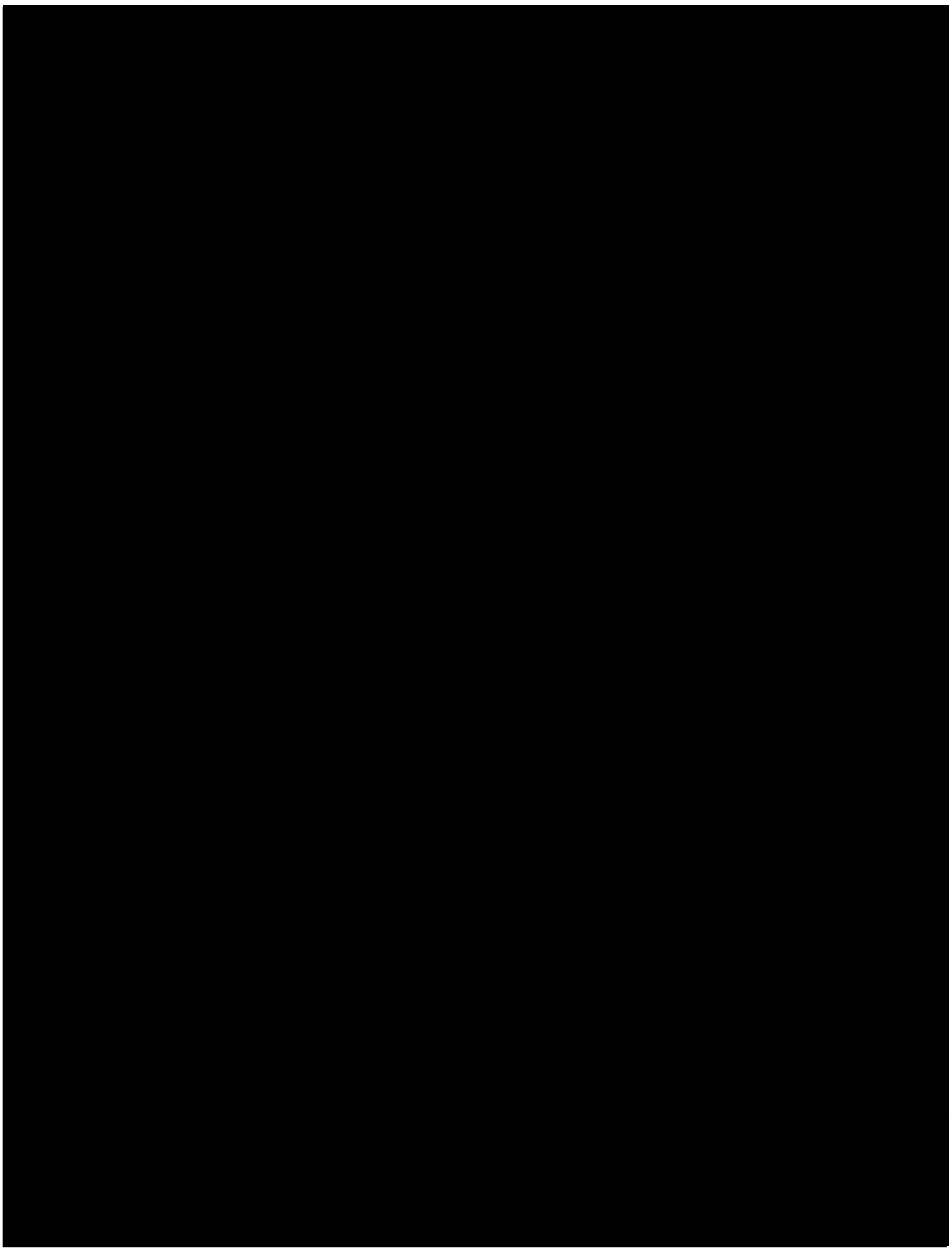
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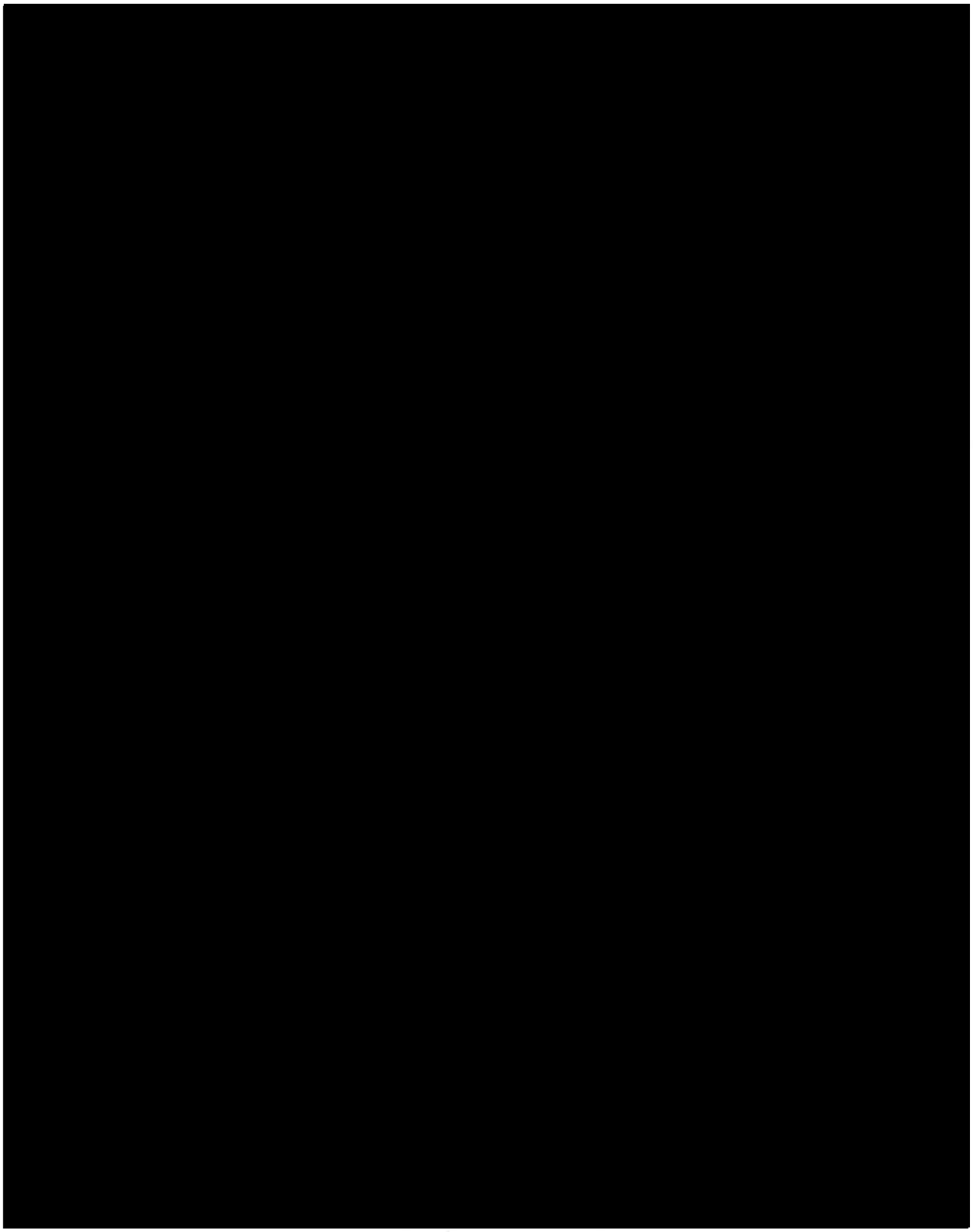


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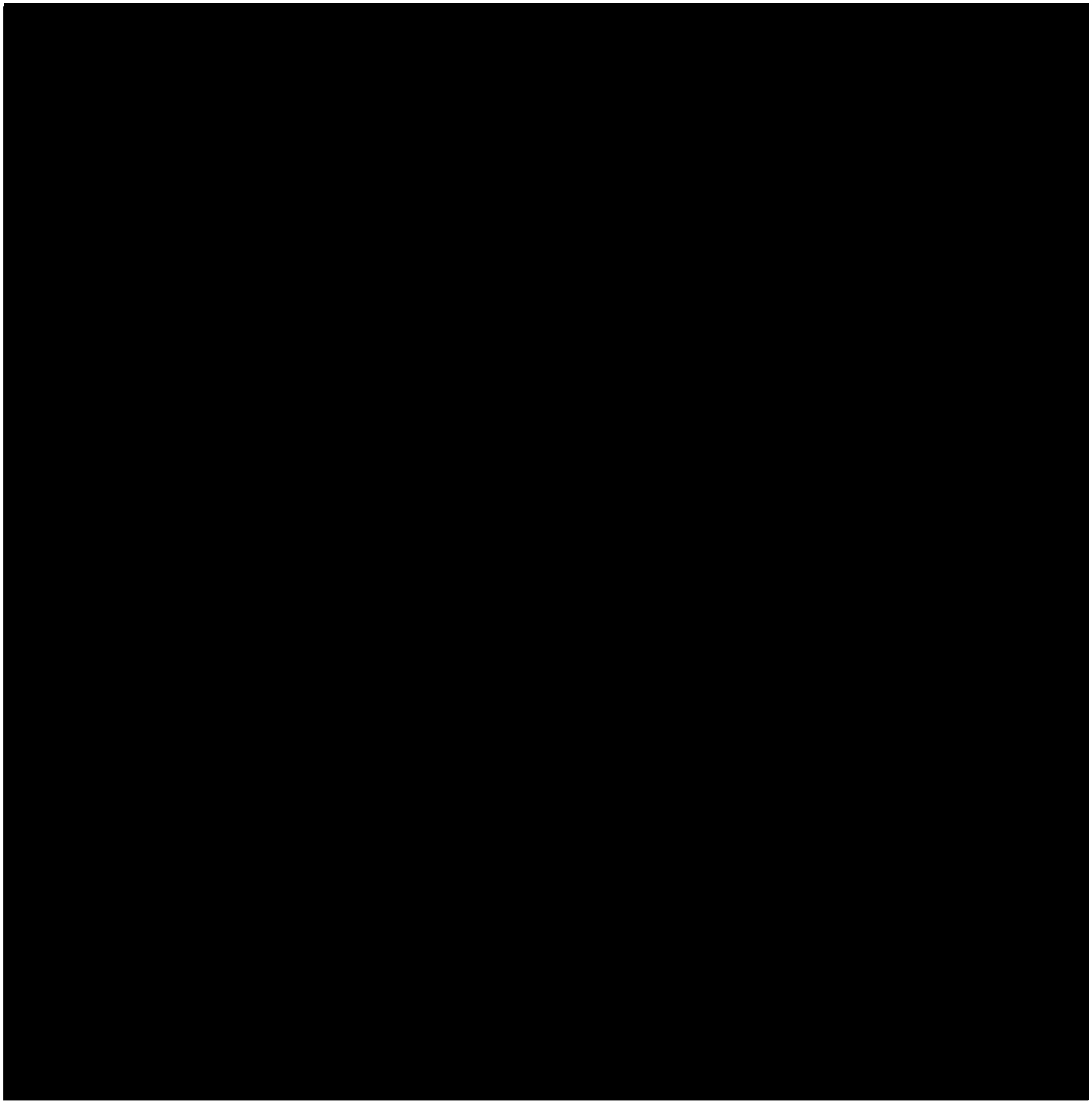
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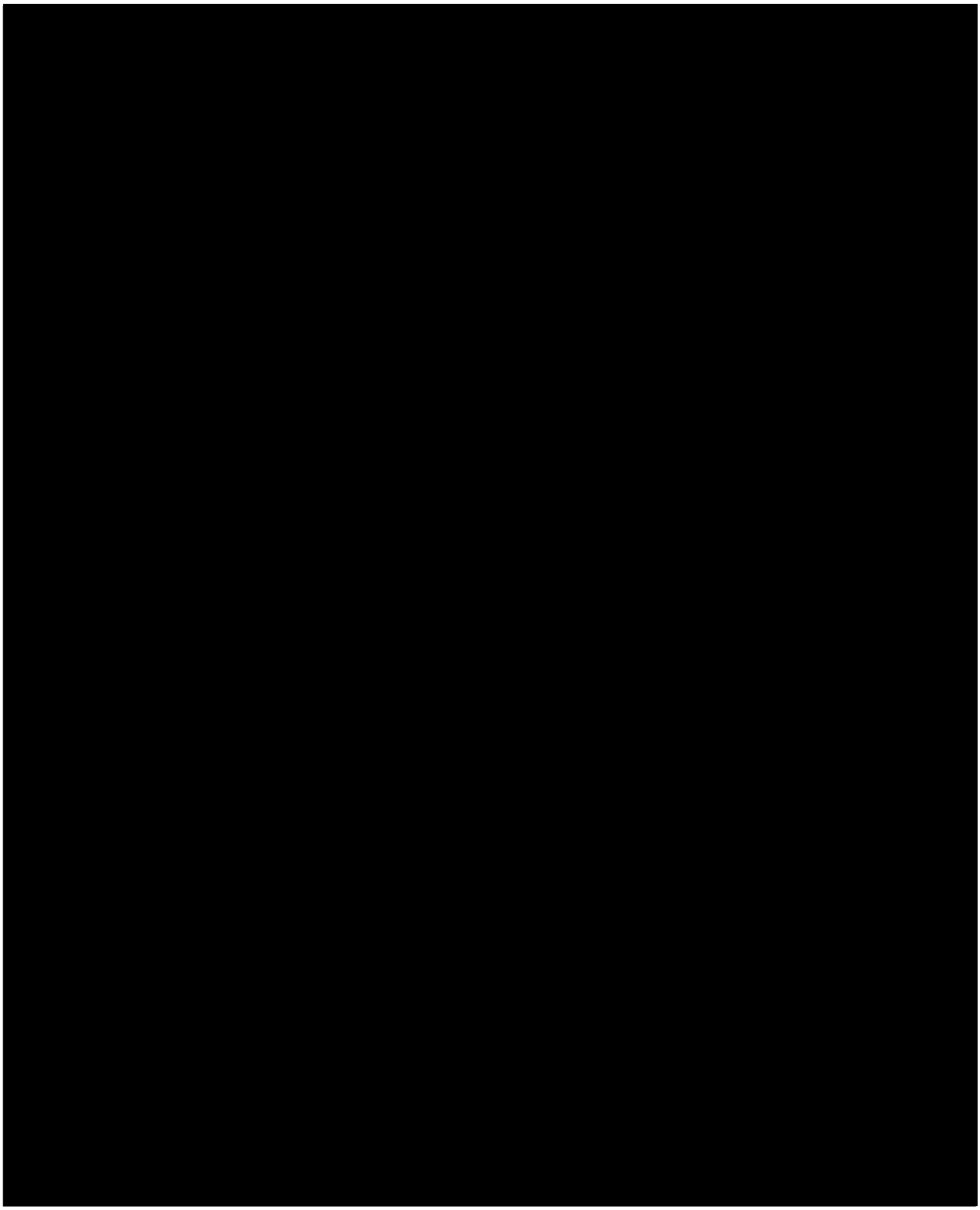




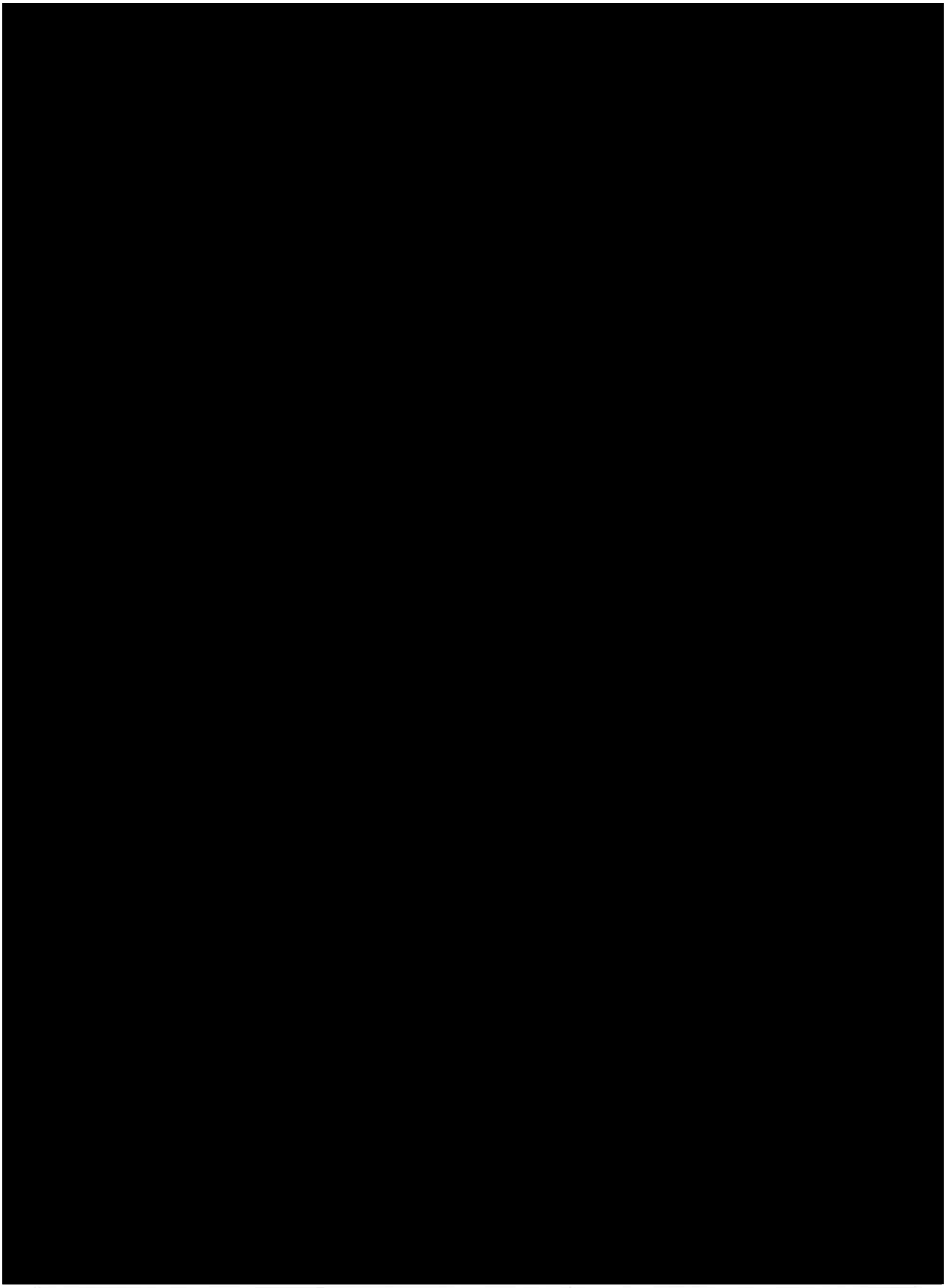
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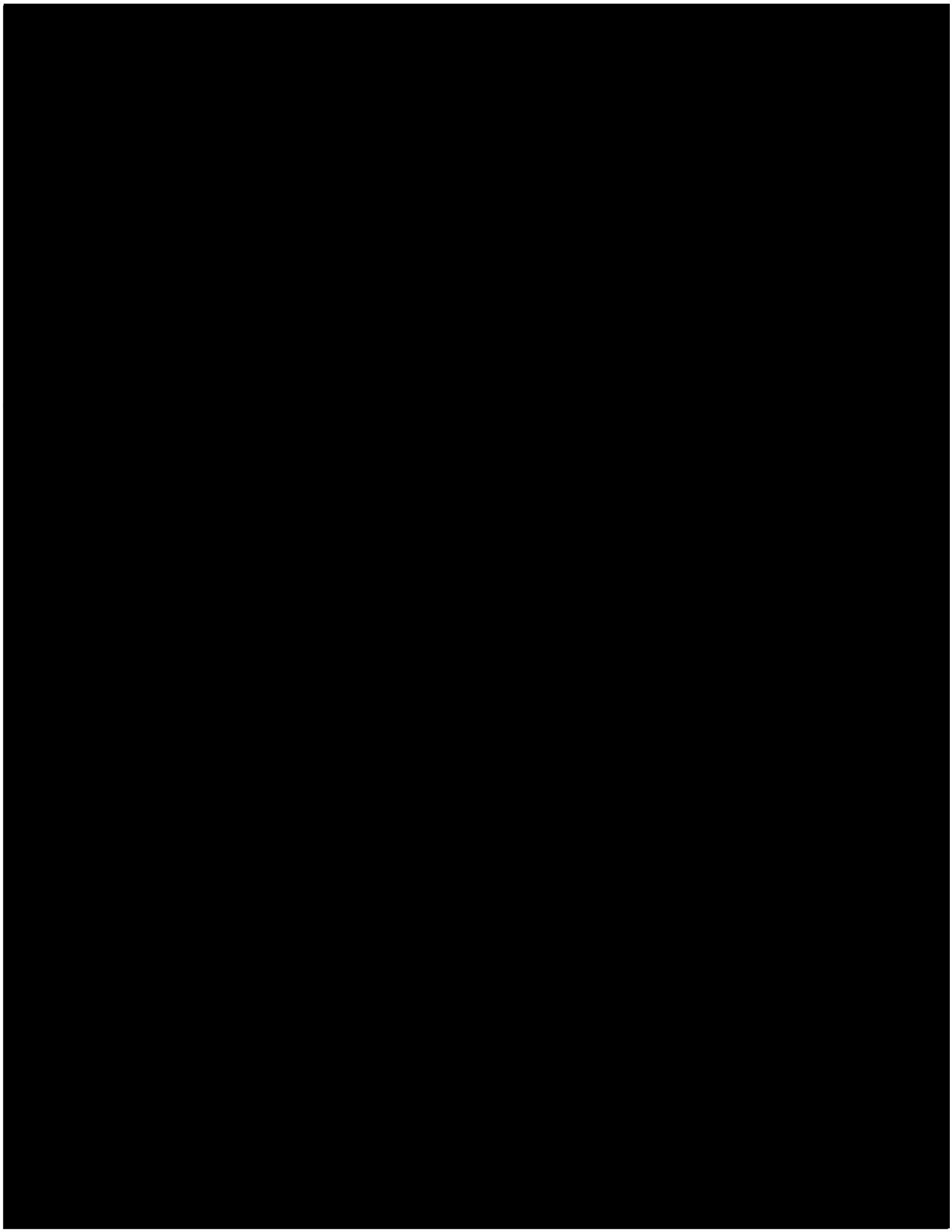
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DEED EXECUTION PAGE

DATED 17th day of March 2015

Executed and delivered as a Deed in Sydney

Signed for and on behalf of **TRANSPORT FOR NSW** (ABN 18 804 239 602):

[redacted]
Signature of Witness

Lillian Vujica
Print Name (block letters)

A/Executive Co-ordinator
Position held

[redacted]
Signature of Authorised Delegate

Christopher Deccan Lock
Deputy Director General
Transport Projects
Transport for New South Wales
Print Name (block letters)

Position held

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **ARENCO (NSW) PTY LTD (ABN 61 002 671 392)**:

[redacted]
Director Signature

DAVID MINGAY
Print Name

[redacted]
Director/Secretary Signature

JON MINGAY
Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **DARACON CONTRACTORS PTY LTD (ABN 82 002 344 667)**:

[redacted]
Director Signature

DAVID MINGAY
Print Name

[redacted]
Director/Secretary Signature

JON MINGAY
Print Name

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EXHIBITS

LIST OF EXHIBITS

EXHIBIT A	-	TfNSW STANDARD REQUIREMENTS
EXHIBIT B	-	WORKS BRIEF
EXHIBIT C	-	NOT USED
EXHIBIT D	-	PRINCIPAL'S INSURANCE POLICIES
EXHIBIT E	-	PLANNING APPROVAL
EXHIBIT F	-	DEED OF DISCLAIMER
EXHIBIT G	-	REPORTS
EXHIBIT H	-	SITE, WORKSITES AND RELATED DRAWINGS
EXHIBIT I	-	THIRD PARTY AGREEMENTS
EXHIBIT J	-	PRELIMINARY DESIGN

Any request for access to any of these EXHIBITS is to be sent to the 'Project Information Officer' at Transport Projects Delivery Office: (procurement@transport.nsw.gov.au)

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