

Government Information (Public Access) Act 2009

Explanatory Table

Sydney Metro City & Southwest – Second SSJ Amendment Deed for the Sydenham Station and Junction Works Incentivised Target Cost Contract

Contract Number: 410

Sydney Metro notes that the appendices to the new Appendix F.01 to the SWTC and the amendments to Schedule G1 (*Electronic Files*) contain over 475 individual files. Due to the large size of these files and technical file size limitations, these documents to the Sydney Metro City & Southwest – Sydenham Station and Junction Works Incentivised Target Cost Contract (**SSJ Contract**) could not be made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection at its offices. Please contact Sam Field on 02 8265 6280 or SMPurchase@transport.nsw.gov.au to arrange a time to inspect.

Capitalised terms in this table have the meaning given to them in the Second SSJ Amendment Deed, unless the context indicates otherwise.

In preparing this explanatory table (**Explanatory Table**), the Principal has:

- (a) identified the reason(s) under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**) for each redaction; and
- (b) weighed each redaction against the following key public interest considerations for disclosure:
 - (i) promoting open discussion of public affairs, enhancing Government accountability or contributing to positive and informed debate on issues of public importance;
 - (ii) creating public awareness and understanding on issues of public importance;
 - (iii) enhancing government transparency and accountability;
 - (iv) informing the public about the operations of the agency;
 - (v) ensuring effective oversight of the expenditure of public funds and the best use of public resources; and
 - (vi) ensuring fair commercial competition within the economy.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
1.	Execution page of the general conditions to the SSJ Amendment Deed	The information redacted is the execution clauses.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
2.	Schedule 1, Clause 1.1, Definition of 'CEMP Sub-plan Preparation Work'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the type of work covered by a specific cost mechanic in the SSJ Contract; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

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			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
3.	Schedule 1, Clause 1.1, Definition of 'Compensable Contamination Work'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the type of work covered by a specific cost mechanic in the SSJ Contract; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

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			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Schedule 1, Clause 1.1, Definition of 'Design Fee (Delivery Phase) Element'	The information redacted is the definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines where the definition of the Design Fee (Delivery Phase) Element; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing commercial framework agreed between the Principal and the SSJ Contractor; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

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			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
5.	Schedule 1, Clause 1.1, Definition of 'Design Fee (Delivery Phase) Element Adjustment Event'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the events which entitle the SSJ Contractor to an adjustment to the Design Fee (Delivery Phase) Element; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. <p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</p>

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			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
6.	Schedule 1, Clause 1.1, Definition of 'Design Fee (Signalling)'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines that the definition of Design Fee (Signalling); b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

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			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Schedule 1, Clause 1.1, Definition of 'Design Fee (Signalling) Contract Upper Limiting Fee'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines that the definition of the Design Fee (Signalling) Upper Limiting Fee; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

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			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Schedule 1, Clause 1.1, Definition of 'Design Fee (Target Cost Development Phase)'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the definition of Design Fee (Target Cost Development Phase); b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

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			<p><i>14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
9.	<p>Schedule 1, Clause 1.1, (g), (h), (q), (r), (s), (t), (u), (v), (w), (x), (y), (z), (aa), (bb), (cc), (dd) and (ee)</p> <p>Definition of 'Extension Event'</p>	The information redacted is paragraphs.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out a number of project-specific grounds under which the SSJ Contract will be entitled to an extension of time for the Project Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to a number of key risks that may delay the Project Works, and therefore the level of risk that the SSJ Contractor was willing to price and accept. Exposing this information may provide insight into the SSJ Contractor's views on the likelihood of certain risks arising; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible

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			<p>disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions; and</p> <p>d) the public interest has been served by disclosing market-standard delay events. In light of this disclosure there is an overriding public interest against the disclosure of the redacted delay events.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
10.	Schedule 1, Clause 1.1, Definition of 'Management Fee (Delivery Phase)'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information outlines the definition of Management Fee (Delivery Phase);</p> <p>b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and</p> <p>c) revealing the information would place the parties at a</p>

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			<p>disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
11.	Schedule 1, Clause 1.1, Definition of 'Management Fee (Delivery Phase) Adjustment Event'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the events which entitle the SSJ Contractor to an adjustment to the Management Fee (Delivery Phase); b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and

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			<p>disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
12.	Schedule 1, Clause 1.1, Definition of Management Fee (Target Cost Development Phase)'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information outlines the definition of Management Fee (Target Cost Development Phase);</p> <p>b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and</p> <p>c) revealing the information would place the parties at a</p>

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			<p>disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Schedule 1, Clause 1.1, Definition of 'Management Fee (Provisional Sums)'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines that cost structure in respect of Provisional Sums; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a

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			<p>disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Schedule 1, Clause 1.1, (a) and (b) Definition of 'Permitted Variation'	The information redacted are dollar amounts.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out value thresholders of subcontract that qualify as Permitted Variations; and b) the SSJ Contractor is still in the process of engaging subcontractors. If the redacted dollar amounts were disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the SSJ Contractor, thereby prejudicing the SSJ Contractor's negotiating position. Therefore the disclosure of the information could reduce the

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15.	Schedule 1, Clause 1.1, Definition of 'Preliminaries Fee (Delivery Phase)'	The information redacted is a dollar amount in the deleted definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out detail in respect of the maximum amount which the Principal is willing to accept for a Target Cost Offer under the SSJ Contract; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and

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			<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
16.	Schedule 1, Clause 1.1, Definition of 'Preliminaries Fee (Delivery Phase)'	The information redacted is the entire new definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information outlines the definition of Preliminaries Fee (Delivery Phase);</p> <p>b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a</p>

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			<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
17.	Schedule 1, Clause 1.1, Definition of 'Preliminaries Fee (Delivery Phase) Adjustment Event'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the events which entitle the SSJ Contractor to an adjustment to the Preliminaries Fee (Delivery Phase); b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a

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			<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Schedule 1, Clause 1.1, Definition of Preliminaries Fee (Target Cost Development Phase)'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> d) the redacted information outlines the definition of Preliminaries Fee (Target Cost Development Phase); e) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and f) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
19.	Schedule 1, Clause 1.1, Definition of 'Provisional Sum Work'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines that categories of work which are included as Provisional Sums; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
20.	Schedule 1, Clause 1.1, Definition of 'Public Art Enabling Work'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> d) the redacted information outlines the type of work covered by a specific cost mechanic in the SSJ Contract; e) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and f) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
21.	Schedule 1, Clause 1.1, Definition of 'Reimbursable Cost Element'	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out detail in respect of the maximum amount which the Principal is willing to accept for a Target Cost Offer under the SSJ Contract; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Schedule 1, Clause 1.1, Definition of 'Reimbursable Cost Element Adjustment Event'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the events which entitle the SSJ Contractor to an adjustment to the Reimbursable Cost Element; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
23.	Schedule 1, Clause 1.1, Definition of 'Self-Performed Margin'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the definition of Self-Performed Margin; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
24.	Schedule 1, Clause 1.1, Definition of 'Target Cost'	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out detail in respect of the maximum amount which the Principal is willing to accept for a Target Cost Offer under the SSJ Contract; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Schedule 1, Clause 1.1, Definition of 'Target Cost Development Phase Site Investigations Fee'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the definition of Target Cost Development Phase Site Investigations Fee; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
26.	Clause 1.1, Definition of 'Unknown Utility Services Works'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the type of work covered by a specific cost mechanic in the SSJ Contract; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
27.	Schedule 1, Clause 3.6, Third Party Agreements	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> (a) the information redacted set out the rights and obligations of the parties in relation to the Third Party Agreements; (b) the Principal is still in the process of negotiating the Third Party Agreements. If the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and (c) in doing so, revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	functions. Review: This information would be reviewed for disclosure as events and circumstances change.
28.	Schedule 1, Clauses 5.2(a), 5.2(b), 5.3(a), 5.3(b), 5.4(b), 5.5 and 5.6(a), Changes to Target Cost	The information redacted are the methods of determining adjustments to the fees included in the Target Cost.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) the redacted information outlines how adjustments to the SSJ Contractor's fees are determined in circumstances where the deed contemplates an adjustment to such fees; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
29.	Schedule 1, Clause 6.1(b), Unconditional Undertakings	The information redacted is a percentage and number.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the percentage of the Target Cost that the SSJ Contractor must provide to the Principal as an unconditional undertaking, as well as the number of unconditional undertakings; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor of default events, and therefore the level of risk that the SSJ Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of default events arising; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests;

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			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and</p> <p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the SSJ Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
30.	Schedule 1, Clause 6.4(a)(i), Release of unconditional undertakings	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the amount of the unconditional undertaking that the Principal can withhold after 20 Business Days after the Date of Completion of the last Portion to reach Completion;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to in relation to the rectification of defects after the Date of Completion of the last Portion to reach Completion, and therefore the level of risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of ongoing defects arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the SSJ Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
31.	Schedule 1, Clauses 7.3(a)(ii)(B) and 7.3(a)(iii)(A)(bb) , Change in Codes and Standards	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments for complying with a Change in Codes and Standards;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
32.	Schedule 1, Clauses 7.4(a)(i) and 7.4(b)(i), Change in Law	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i> The disclosure of this information could reveal	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments for complying with a Change in Law; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
33.	Schedule 1, Clause 7.5(a), Changes to Planning Approval	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i> The disclosure of this information could reveal	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments for complying with a Change in Planning Approval; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
34.	Schedule 1, Clause 7.6(b), Legal Challenge to Planning Approval	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i> The disclosure of this information could reveal	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of a Legal Challenge to Planning Approval; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
35.	Schedule 1, Clause 8.1(e)(ii), Access	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i> The disclosure of this information could reveal	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of a failure by the Principal to give access under clause 8.1 of the contract; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
36.	Schedule 1, Clauses 8.8(c)(iv) and 8.8(d), Latent Conditions	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i> The disclosure of this information could reveal	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of Latent Conditions; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
37.	Schedule 1, Clause 8.10(f), Compensable Contamination Work	The information redacted is the entire clause.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i> The disclosure of this information could reveal	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) the redacted information outlines the type of work covered by a specific cost mechanic in the SSJ Contract; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	
38.	Schedule 1, Clause 8.11(d)(i), Artefacts	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i> The disclosure of this information could reveal	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of compliance with requirements of Authorities and Law, or with directions of the Principal's Representative as a result of a discovery of an Artefact; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
39.	Schedule 1, Clauses 8.12(b), (c) and (d), Utility Services	The information redacted are entire paragraphs.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i> The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions. <i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information sets out the responsibilities of the parties in relation to the discovery of certain Utility Services and the cost treatment of specific Utility Services; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to specific Utility Services, and therefore the level of risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of certain risks concerning utility works arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Schedule 1, Clause 8.21(b), Indemnity for delays to rail services	The information redacted is the entire paragraph.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out limitations on the SSJ Contractor's liability in connection with a particular event; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the SSJ Contractor's views on the likelihood of that key risk arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
41.	Schedule 1, Clause 10.8 (n), Configuration Change Acceptance Notice	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of a Configuration Change Acceptance Notice not being issued in accordance with clause 10.8(m) of the SSJ Contract; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>key events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
42.	Schedule 1, Clause 10.15 – Design Life	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets the SSJ Contractor's liability in respect of the design lives of specific parts of the Project Works; and</p> <p>b) exposing the redacted information would also reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to the design lives of specific parts of the Project Works, and therefore the level of risk that the SSJ Contractor was willing to price and accept;</p> <p>c) the length of time that claims may be made with respect to design life was also a key part of the proposal for the SSJ</p>

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			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor. The time periods provide lucidity on the contractor's capabilities, and that information is expected to be used by the SSJ Contractor in the future; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests;.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
43.	Schedule 1, Clause 11.1(c)(i), Changes	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments in anticipation of carrying out a proposed Change;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
44.	Schedule 1, Clause 11.2(a), Change Orders	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments in anticipation of carrying out a proposed Change;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
45.	Schedule 1, Clauses 11.5(c)(i)(E)(aa), 11.5(e) and 11.5(g), SSJ Contractor may propose Change	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments in anticipation of carrying out an SSJ Contractor proposed Change;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>key events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
46.	Schedule 1, Clauses 12.2(ii), Subcontract Proposal	The information redacted are dollar amounts.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the value of a subcontract that qualifies for the application of the subcontracting tender processes required by the Principal under the SSJ Contract; and</p> <p>b) the SSJ Contractor is still in the process of engaging subcontractors. If the redacted dollar amounts were disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the SSJ Contractor, thereby prejudicing the SSJ Contractor's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
47.	Schedule 1, Clause 12.14(j)(i)(A), Reimbursable Work by SSJ Contractor or Related Body Corporate	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value of a subcontract that qualifies for the application of the subcontracting tender processes required by the Principal under the SSJ Contract; and b) the SSJ Contractor is still in the process of engaging subcontractors. If the redacted dollar amounts were disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the SSJ Contractor, thereby prejudicing the SSJ Contractor's negotiating position. Therefore the disclosure of the information could reduce the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
48.	Schedule 1, Clauses 12.16(e), 12.16(f) and 12.16(g), Vertical Transportation	The information redacted are the entire clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> (a) the information redacted set out the rights and obligations of the parties in relation to the DSI Contracts; (b) the Principal is still in the process of procuring a VT Contractor and finalising the terms of the DSI Contracts. If the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and (c) in doing so, revealing the information could prejudice the parties' legitimate business, commercial or financial interests,

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			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
49.	Schedule 1, Clauses 12.17(d) and 12.17(e), Provisional Sum Work	The information redacted is the SSJ Contractor's payment entitlements.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information itemises the SSJ Contractor's payment entitlements in respect of specific categories of Provisional Sum Work; b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the SSJ Contractor's profit margins in relation to the Provisional Sum Work; and c) disclosure of the redacted information may provide insight on how the SSJ Contractor priced and accepted the Provisional Sum Work for the project. If this information were revealed, it could place the SSJ Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SSJ Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SSJ Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	events and circumstances change.
50.	Schedule 1, Clause 12.21, Track Possession or Temporary Shutdown Staff	The information redacted is an entire clause.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) the redacted information sets out a commercial position agreed in respect of the SSJ Contractor's Target Cost Offer, which is specific to the proposal submitted by the SSJ Contractor; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
51.	Schedule 1, Clause 14.27(c), Independent Property Impact Assessment Panel	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the obligation to pay the costs of the Independent Property Impact Assessment Panel; b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the SSJ Contractor's profit margins in relation to the contract; and c) disclosure of the redacted information may provide insight on how the SSJ Contractor priced and accepted its costs for the project. If this information were revealed, it could place the SSJ Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SSJ Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SSJ Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
52.	Schedule 1, Clauses 15.13(b)(i)(B), 15.13(b)(ii)(B) and 15.13(b)(ii)(C), Suspension	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of the Principal Representative's direction to suspend; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	events and circumstances change.
53.	Schedule 1, Clauses 15.14(c) and 15.15(d), Compression	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of compression; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
54.	Schedule 1, Clause 15.14(h), Compression	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's obligation to compress the SSJ Contractor's Activities; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to the occurrence of a particular event under the extension of time regime, and therefore the level of risk that the SSJ Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
55.	Schedule 1, Clause 16.4(a) and (b) – Provision of documentation and other requirements	The information redacted is percentages.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information identifies the percentage of the amount set out in the payment schedule that the Principal is obliged to pay the SSJ Contractor if the SSJ Contractor has not complied with the conditions listed in clause 16.4(a) or 16.4(b); b) the purpose of the clause is to incentivise the SSJ Contractor to provide all documents and achieve the other requirements set out in clause 16.4(a) and (b). The redacted information reflects a negotiated amount which the SSJ Contractor has priced and accepted; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the existence

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>of a reduced obligation on the Principal to pay the SSJ Contractor the amount set out in a payment schedule if the SSJ Contractor fails to satisfy its obligations set out under clause 16.4(a) or 18.4(b). In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
56.	Schedule 1, Clause 16.9, Interest	The information redacted is the percentage and interest rate.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out detail in respect of the SSJ Contractor's entitlement to payment of interest on amounts unpaid, damages and amounts to be paid after resolution of a Dispute; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to amounts unpaid, damages and amounts to be paid after resolution of a Dispute. It may also provide insight on the SSJ Contractor's capabilities; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
57.	Schedule 1, Clause 16.12(b), Outturn Cost Exceeds Target Cost	The information redacted is the term Management Fee.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out limitations on the SSJ Contractor's liability in connection with a particular event; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the SSJ Contractor's views on the likelihood of that key risk arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
58.	Schedule 1, Clause 16.13 (new), Payment to date	The information redacted is the entire provision.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the status of payments up to commencement of the Delivery Phase and is specific to the proposal submitted by the SSJ Contractor; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work during the Target Cost Development Phase. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
59.	Schedule 1, Clause 17.6(d)(ii), Liquidated damages and indemnity for delay in achieving Construction Completion	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the daily limit on the indemnities provided by the SSJ Contractor in relation to Construction Completion; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key delay risks, in particular the risk that Construction Completion is not achieved by the relevant Date for Construction Completion. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of Construction Completion not being achieved by the relevant Date for Construction Completion; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>d) the public interest has been served by revealing the existence of the indemnities. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
60.	Schedule 1, Clause 18.2(b), Indemnity by the SSJ Contractor	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>d) the redacted information sets out limitations on the SSJ Contractor's liability in connection with a particular event;</p> <p>e) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the SSJ Contractor's views on the likelihood of that key risk arising; and</p> <p>f) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
61.	<p>Schedule 1, Clause 18.7, Professional indemnity insurance</p> <p>Clause 18.8, Construction Plant insurance</p> <p>Clause 18.9, Motor vehicle insurance</p> <p>Clause 18.10, Periods of insurance</p> <p>Clause 18.11, Evidence of policies</p> <p>Clause 18.12, Provisions in policies</p> <p>Clause 18.13, General</p>	The information redacted are the entire clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information concerns the insurance policies that the SSJ Contractor is required to effect and maintain, and includes the information on the scope and cover to be provided by the policies; b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the SSJ Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the SSJ Contractor was willing to price and accept; c) the scope of the insurance that the Principal requires the SSJ Contractor to effect may be taken as an indication of the risk levels involved with the SSJ Contractor's obligations under the SSJ Contract. This may have signalling effects to the market and provide insight into the TSE Contractor's financial arrangements; and d) by revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	obligations Clause 18.14, Premiums Clause 18.15, Undertaking to inform		information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
62.	Schedule 1, Clause 19.4(c)-(d), Immediate Termination or Take-Out	The information redacted is a percentage of the Maximum Amount and the Target Cost.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information sets out limitations on the SSJ Contractor's liability in connection with a particular event; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the SSJ Contractor's views on the likelihood of that key risk arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions. Review: This information would be reviewed for disclosure as events and circumstances change.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
63.	Schedule 1, Clause 21.1, Limitation of Liability	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the SSJ Contractor's total aggregate liability, including limits on the SSJ Contractor's aggregate liability; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to its liability under the SSJ Contract. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of the SSJ Contractor's being held liable for an event identified under clause 21.1; c) further, the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
64.	Schedule 1, Clause 22.1(c), Notices generally	The information redacted are the names of individuals.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i> The disclosure of this information would reveal an individual's personal information. There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals. The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
65.	Schedule 1, Clause 22.8(d), Indemnities to Survive	The information redacted is an entire clause.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information sets out limits on the parties' liabilities under the SSJ Contract; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to the long term risks associated with the works, and therefore the level of risk that the SSJ Contractor was willing to price and accept. It would also provide insight on the SSJ Contractor's cost structure; c) the length of time that claims may be made with respect to design life were a key part of the proposal for the SSJ Contractor. Those time periods provide lucidity on the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>contractor's capabilities, and that information is expected to be used by the SSJ Contractor in the future; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
66.	Schedule 2, Schedule A1, Environmental Representative	The information redacted is the name of the Environmental Representative.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information is the names of individual persons.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
67.	Schedule 2, Schedule A1, Executive Negotiators	The information redacted are the names of the Executive Negotiators.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information is the names of individual persons.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			information. There is an overriding public interest against disclosure.	information, and is outweighed by the public interest against the disclosure as identified above.
68.	Schedule 2, Schedule A1, Percentage to be applied for Management Fee (Delivery Phase)	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out a percentage relevant to the Management Fee (Delivery Phase); b) exposing the redacted information would reveal the percentage that the SSJ Contractor was willing to accept for a specific element of the Target Cost (and all affiliated risks) under the SSJ Contract . Exposing this information may provide insight into the SSJ Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interests. There is an overriding public interest against disclosure.	
69.	Schedule 2, Schedule A1, Percentage to be applied for Management Fee (Provisional Sums)	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out a percentage relevant to the Management Fee (Provisional Sum); b) exposing the redacted information would reveal the percentage that the SSJ Contractor was willing to accept for Provisional Sums (and all affiliated risks) under the SSJ Contract . Exposing this information may provide insight into the SSJ Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interests. There is an overriding public interest against disclosure.	
70.	Schedule 2, Schedule A1, Principal's Representative	The information redacted is the name of the Principal's Representative.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i> The disclosure of this information would reveal an individual's personal information. There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information is the names of individual persons. The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
71.	Schedule 2, Schedule A1, Self-Performed Margin	The information redacted is a percentage.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information sets out a percentage relevant to the Self Perform Margin; b) exposing the redacted information would reveal the percentage that the SSJ Contractor was willing to accept for Self-Performed Work (and all affiliated risks) under the SSJ Contract . Exposing this information may provide insight into the SSJ Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
72.	Schedule 2, Schedule A1, Share of Cost Overrun — percentage to be applied	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out a percentage relevant to the Share of Cost Overruns; b) exposing the redacted information would reveal the percentage that the SSJ Contractor was willing to accept for the Target Cost (and all affiliated risks) under the SSJ Contract. Exposing this information may provide insight into the SSJ Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
73.	Schedule 2, Schedule A1, Share of Savings - percentage to be applied	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out a percentage relevant to the Share of Savings; b) exposing the redacted information would reveal the percentage that the SSJ Contractor was willing to accept for the Target Cost (and all affiliated risks) under the SSJ Contract. Exposing this information may provide insight into the SSJ Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>parties' legitimate business, commercial or financial interests..</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
74.	Schedule 2, Schedule A1, Target Cost	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the dollar amount for the Target Cost; b) exposing the redacted information would reveal the amount that the SSJ Contractor was willing to accept for the total Target Cost (and all affiliated risks) under the SSJ Contract . Exposing this information may provide insight into the SSJ Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
75.	Schedule 2, Schedule A1, Trade packages and Subcontractors	The information redacted are the names of Subcontractors.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the names of the various Subcontractors; and b) the SSJ Contractor is still in the process of engaging subcontractors. If the redacted names and dollar amount was disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the SSJ Contractor, thereby prejudicing the SSJ Contractor's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
76.	Schedule 2, Schedule A1, Subcontractors required to execute deed in the form of Schedule A8	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a monetary threshold above which subcontractors are required to provide a deed in favour of the Principal; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to its engagement of subcontractors; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. <p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
77.	Schedule 2, Schedule A1, Losses	The information redacted is the definition of Losses in the context of the indemnity for delay.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the nature of the indemnities provided by the SSJ Contractor in relation to Construction Completion; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key delay risks, in particular the risk that Construction Completion is not achieved by the relevant Date for Construction Completion. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of Construction Completion not being achieved by the relevant Date for Construction Completion; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of the indemnities.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
78.	Schedule 2, Schedule A1, Amount for termination for convenience	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out a percentage relevant to calculating the amount payable by the Principal for termination for convenience;</p> <p>b) the disclosure of the redacted information would provide insight on the amount that the SSJ Contractor was willing to accept if the Principal exercised its rights under clause 19.9. Exposing this information may provide insight into the SSJ Contractor's views on the likelihood of the Principal exercising this right;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of an entitlement of the SSJ Contractor to a percentage of the specified amounts in clause 19.10(a). In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
79.	Schedule 3, Schedule A2, Table A2-1 Portions	The information redacted is Date for Construction Portion of each Portion and the Liquidated Damages rates.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out</p> <ul style="list-style-type: none"> a. the Date for Construction Completion of each Portion; and b. the rate of Liquidated Damages if Construction Completion does not occur by the Date for Construction Completion; <p>b) exposing the redacted information would reveal the risk that the SSJ Contractor priced and accepted in relation to Liquidated Damages regime and the relevant Dates for Construction Completion. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of there being a delay to the project;</p> <p>c) revealing the information would place the parties at a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the obligation of the SSJ Contractor to achieve Construction Completion of the relevant portions by the Date for Construction Completion for each Portion, otherwise liquidated damages will become payable. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
80.	Schedule 3, Schedule A2, Table A2-2 Milestones	The information redacted is the Maximum Early Completion Payment and the Original Milestone Date and Extended Milestone Date for each Milestone.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> a. the Maximum Early Completion Payments; and b. the Original Milestone Dates; <p>b) exposing the redacted information would reveal the risk that the SSJ Contractor priced and accepted in relation to achievement of Milestones and the relevant dates for achieving such Milestones. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the ability for the SSJ Contractor to achieve Milestones and be entitled to various Milestone payments. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
81.	Schedule 3, Schedule A2, 3, Milestones	The information redacted is the entire section.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the various percentages and principles for the calculation of the Maximum Early Completion Payment;</p> <p>b) exposing the redacted information would reveal the risk that the SSJ Contractor priced and accepted in relation to achievement of Milestones and the relevant amounts payable for achieving such Milestones. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities;</p> <p>c) revealing the information would place the parties at a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the ability for the SSJ Contractor to achieve Milestones and be entitled to various Milestone payments. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
82.	Schedule 6, Schedule A7, SSJ Contractor's Personnel	The information redacted are names and availability.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the names of individual persons and availability of each during the term of the SSJ Contract;</p> <p>b) exposing the redacted information would reveal the period that the SSJ Contractor was willing to offer key personnel for the performance of its obligations;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by disclosing the mechanism in respect of personnel.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
83.	Schedule 6, Schedule A32, Change Order 18, Paragraph 2(d)	The information redacted is a percentage amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out a percentage relevant to the SSJ Contractor's margin;</p> <p>b) exposing the redacted information would reveal the percentage that the SSJ Contractor was willing to accept for the performance of the works the subject the Change Order under the SSJ Contract . Exposing this information may provide insight into the SSJ Contractor's profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
84.	Schedule 6, Schedule A32, Change Order 18, Schedule 4	The information redacted is the Target Date for each Target	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Target Date for each Target; b) exposing the redacted information would reveal the risk that the SSJ Contractor priced and accepted in relation to the relevant Target Dates. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of there being a delay to the project; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the obligation of the SSJ Contractor to use best endeavours to achieve each Target by the corresponding Target Date. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
85.	Schedule 6, Schedule A32, Change Order 18, Schedule 4	The information redacted is the Submission Date for each Deliverable.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the Submission Date for each Deliverable;</p> <p>b) exposing the redacted information would reveal the risk that the SSJ Contractor priced and accepted in relation to the relevant Submission Dates. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of there being a delay to the project;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the obligation of the SSJ Contractor to use best endeavours to achieve each Target by the corresponding Target Date. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
86.	Schedule 7, Schedule C1, Section 5.12, Interface Contractors Access Requirements	The information redacted is the entire clause	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information regulates the SSJ Contractors' relationship with Interface Contractors when accessing the site;</p> <p>b) the disclosure of the redacted information would reveal the level of interface risk the SSJ Contractor was willing to price and accept in relation to its interface obligations;</p> <p>c) the disclosure of the redacted information would reveal intellectual property the SSJ Contractor has an interest in; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could disclose intellectual property that the SSJ Contractor has an interest in.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. The Principal is in the process of negotiating the scope of works for the relevant interface contractors and disclosing the information would place the Principal as a substantial commercial disadvantage in these negotiations.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
87.	Schedule 7, Schedule C1, Appendix E.04, Interface Contractors Access Requirements	The information redacted is the entire Appendix.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information regulates the SSJ Contractors' relationship with Interface Contractors when accessing the site; b) the disclosure of the redacted information would reveal the level of interface risk the SSJ Contractor was willing to price and accept in relation to its interface obligations; c) the disclosure of the redacted information would reveal intellectual property the SSJ Contractor has an interest in; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could disclose intellectual property that the SSJ Contractor has an interest in.</p> <p>There is an overriding public interest against disclosure.</p>	<p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. The Principal is in the process of negotiating the scope of works for the relevant interface contractors and disclosing the information would place the Principal as a substantial commercial disadvantage in these negotiations.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
88.	Schedule 8, Schedule E1, Project Site and Related Drawings	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out:</p> <p>(i) the Site Access Drawings; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(ii) the Access Periods, (as those terms are defined in Schedule E1 of the SSJ Contract);</p> <p>(b) the SSJ Contractor has obligations under the SSJ Contract with respect to accessing the Construction Site, including obligations relating to the prevention of delay and avoiding or minimising the consequences of such delay and disruption during construction. Revealing the redacted information would provide insight into the level of risk the SSJ Contractor was willing to price and accept. If this information were revealed, it could place the SSJ Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SSJ Contractor may have to negotiate or bid against. Therefore the disclosure of the information could prejudice the SSJ Contractor's legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of the Site Access Schedule.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
89.	Schedule 9, Schedule E2, Track Possessions and Temporary Shutdowns	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the track possession and temporary shutdown regime based on the proposal submitted by the SSJ Contractor; and b) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SSJ Contractor in relation to the SSJ Contractor's Program and related risks, and therefore the risk that the SSJ Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
90.	Schedule 12, Schedule E5, Third Party Agreements	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Third Party Agreements between the Principal and third parties; b) the Principal is still in the process of negotiating the draft Third Party Agreements. The disclosure of the redacted information may prejudice the interests of the third parties and affect the status of the negotiations; and c) further, the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SSJ Contractor in relation to the draft Third Party Agreements, and therefore the risk that the SSJ Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
91.	Schedule 13, Schedule E7, Existing Assets	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the information sets out the identify of Existing Assets and associated conditions of same; and</p> <p>(b) disclosure of the redacted information will provide insight on the scope of existing asset risk that the SSJ Contractor was willing to price and accept in relation to the Project Works. If this information were revealed, it could place the SSJ Contractor at a substantial commercial disadvantage when tendering or negotiating future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SSJ Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
92.	Schedule 14, Schedule F1, Payment Schedule	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information itemises:</p> <ul style="list-style-type: none"> (i) the components of the Target Cost Development Phase Fees and the Delivery Phase Fees; and (ii) payment constraints in respect of the Target Cost Development Phase Fees and the Delivery Phase Fees; <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the SSJ Contractor's profit margins in relation to the work;</p> <p>c) the itemisation of work may also reveal a program which the SSJ Contractor has invested a significant amount of time developing, and which the SSJ Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>d) disclosure of the redacted information may provide insight on how the SSJ Contractor priced and accepted the work for the project. If this information were revealed, it could place the SSJ Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SSJ Contractor may have to negotiate or bid against. Therefore the disclosure</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>of the information could reduce the information's competitive commercial value and prejudice the SSJ Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>



Execution Version

Second SSJ Amendment Deed

Sydney Metro

ABN 12 354 063 515

John Holland Pty Ltd

ABN 11 004 282 268

Laing O'Rourke Australia Construction Pty Ltd

ABN 39 112 099 000

in relation to the Sydenham Station and Junction Works Incentivised
Target Cost Contract (Contract No 410)

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THIS DEED is made on

19 DECEMBER

2018

BETWEEN:

- (1) **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (**Principal**); and
- (2) **John Holland Pty Ltd** (ABN 11 004 282 268) of 70 Trenerry Crescent, Abbotsford VIC 3067; and
Laing O'Rourke Australia Construction Pty Ltd (ABN 39 112 099 000) of Level 4, 100 Arthur Street, North Sydney NSW 2060,
(together the **SSJ Contractor**).

RECITALS:

The parties wish to amend the Principal Document in the manner set out in this document.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

Authorisation means:

- (a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Corporations Act means the *Corporations Act 2001* (Cth).

Effective Date means the date of this document.

First SSJ Amendment Deed means the document titled "SSJ Amendment Deed" between the Principal and the SSJ Contractor dated 22 June 2018.

Government Agency means:

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

SSJ Contract means the Sydney Metro City & Southwest Sydenham Station and Junction Works Incentivised Target Cost Contract (Contract No 410) between the Principal and the SSJ Contractor dated 20 September 2017.

Principal Document means the Sydney Metro City & Southwest Sydenham Station and Junction Works Incentivised Target Cost Contract (Contract No 410) between the Principal and the SSJ Contractor dated 20 September 2017 as amended by the First SSJ Amendment Deed.

1.2 Terms defined in the Principal Document

A term (other than a term defined in clause 1.1) that is defined in the Principal Document (as amended by this document) has the same meaning in this document.

1.3 Rules for interpreting this document

Clause 1.2 of the Principal Document will apply to the interpretation of this document as if set out in full herein.

1.4 Joint and several liability

- (a) The obligations of the SSJ Contractor, if more than one person, under this deed, are joint and several and each person constituting the SSJ 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 one or all of them.
- (b) The rights of the SSJ Contractor, if more than one person, under this deed (including the right to payment) jointly benefit each person constituting the SSJ Contractor (and not severally or jointly and severally).
- (c) The SSJ Contractor may not exercise any right under this deed unless that right is exercised concurrently by all persons constituting the SSJ Contractor.

2. CONSIDERATION

Each party acknowledges that it has received valuable consideration for entering into this document.

3. AMENDMENT

3.1 Amendment to Principal Document

- (a) On and from the Effective Date, the Principal Document is amended as follows:
 - (i) the General Conditions are amended as set out in Schedule 1 of this document;
 - (ii) Schedule A1 is amended as set out in Schedule 2 of this document;
 - (iii) Schedule A2 is amended as set out in Schedule 3 of this document;
 - (iv) Schedule A7 is amended as set out in Schedule 4 of this document;
 - (v) Schedule A16 is amended as set out in Schedule 5 of this document;
 - (vi) incorporation of new Schedule A32 as set out in Schedule 6 of this document;
 - (vii) Schedule C1 is amended as set out in Schedule 7 of this document;
 - (viii) Schedule E1 is amended as set out in Schedule 8 of this document;

- (ix) Schedule E2 is amended as set out in Schedule 9 of this document;
 - (x) Schedule E3 is amended as set out in Schedule 10 of this document;
 - (xi) Schedule E4 is amended as set out in Schedule 11 of this document;
 - (xii) Schedule E5 is amended as set out in Schedule 12 of this document;
 - (xiii) Schedule E7 is amended as set out in Schedule 13 of this document;
 - (xiv) Schedule F1 is amended as set out in Schedule 14 of this document; and
 - (xv) incorporation of new electronic files as set out in Schedule 15.
- (b) Paragraph (a) does not affect any right or obligation of either party that arises before the Effective Date.

3.2 **Effect of amendment**

Except as expressly amended by this document, no changes to the Principal Document are to be inferred or implied, and in all other respects the Principal Document is confirmed and remains in full force and effect.

4. **REPRESENTATIONS AND WARRANTIES**

4.1 **Representations and warranties of SSJ Contractor**

Each member of the SSJ Contractor represents and warrants for the benefit of the Principal that:

- (a) **(status)** it is a company limited by shares under the Corporations Act;
- (b) **(power)** it has full legal capacity and power to:
 - (i) own its property and to carry on its business; and
 - (ii) enter into this document and to carry out the transactions that it contemplates;
- (c) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;
- (d) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:
 - (i) enable it to properly execute this document and to carry out the transactions that it contemplates;
 - (ii) ensure that this document is legal, valid, binding and admissible in evidence; or
 - (iii) enable it to properly carry on its business as it is now being conducted,and it is complying with any conditions to which any of these Authorisations is subject;
- (e) **(document effective)** this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;

- (f) **(no contravention)** neither its execution of this document, nor the carrying out by it of the transactions that this document contemplates, does or will:
 - (i) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
 - (ii) contravene any Authorisation;
 - (iii) contravene any agreement binding on it or any of its property; or
 - (iv) contravene its constitution or the powers or duties of its directors;
- (g) **(commercial benefit)** the execution by it of this document, and the carrying out by it of the transactions that this document contemplates, is for its corporate benefit and in its commercial interests; and
- (h) **(solvency)** there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable.

4.2 **Reliance on representations and warranties**

The SSJ Contractor acknowledges that the Principal has executed this document and agreed to take part in the transactions that it contemplates in reliance on the representations and warranties that are made or repeated in this clause 4.

5. **GENERAL**

5.1 **Governing law**

- (a) This document is governed by and must be construed according to the law applying in New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them, in respect of any proceedings arising out of or in connection with this document.

5.2 **Liability for expenses**

Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this document.

5.3 **Giving effect to this document**

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

5.4 **Operation of this document**

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

enforceable, unless this would materially change the intended effect of this document.

5.5 Exclusion of contrary legislation

Any legislation that adversely affects an obligation of a party, or the exercise by a party of a right or remedy, under or relating to this document is excluded to the full extent permitted by law.

5.6 Amendment

This document can only be amended or replaced by another deed executed by or on behalf of both the Principal and the SSJ Contractor.

5.7 Counterparts

This document may be executed in counterparts.

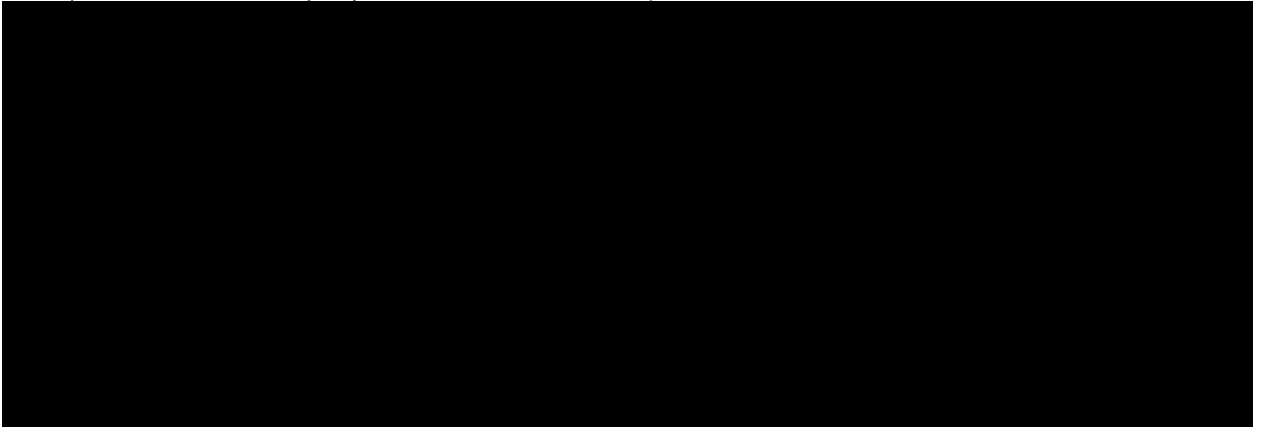
EXECUTED as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

SIGNED by **SYDNEY METRO (ABN 12 354 063 515)**, by its authorised delegate, in the presence of:

Signed, sealed and delivered for and on behalf of **John Holland Pty Ltd (ABN 11 004 282 268)** under power of attorney in the presence of):

**Executed by Laing O'Rourke Australia
Construction Pty Ltd (ABN 39 112 099
000)** in accordance with section 127 of the
Corporations Act 2011 (Cth):



Schedule 1

Amendments to the General Conditions

The General Conditions are amended as set out in the attached mark-up against the form of the General Conditions included in Schedule 1 of the First SSJ Amendment Deed.

Sydney Metro City & Southwest
Sydenham Station and Junction Works
Incentivised Target Cost Contract

Contract No: 410

Transport for NSW
ABN 18 804 239 602

John Holland Pty Ltd
ABN 11 004 282 268

Laing O'Rourke Australia Construction Pty Ltd
ABN 39 112 099 000

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THIS DEED is made on 20 September 2017

BETWEEN:

- (1) **Transport for NSW** ABN 18 804 239 602 a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW) of Level 43, 680 George Street, Sydney NSW 2000 (the **Principal**); and
- (2) **John Holland Pty Ltd** (ABN 11 004 282 268) of 70 Trenerry Crescent, Abbotsford VIC 3067; and
Laing O'Rourke Australia Construction Pty Ltd (ABN 39 112 099 000) of Level 4, 100 Arthur Street, North Sydney NSW 2060,
(together the **SSJ Contractor**).

RECITALS:

- (A) The Principal is procuring Sydney Metro City & Southwest on behalf of the NSW government and the people of New South Wales.
- (B) The Project Works are a critical component of Sydney Metro City & Southwest. The successful completion of the Project Works will require a high level of co-operation and collaboration between the SSJ Contractor and other works being procured by the Principal.
- (C) Following the completion of a request for proposal process, the Principal selected the SSJ Contractor as the successful proponent for the delivery of the Project Works.
- (D) The Principal and the SSJ Contractor now wish to enter into this Contract to record the terms on which the Project Works will be designed, constructed, tested, commissioned and handed over by the SSJ Contractor to the Principal.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

In this Contract, unless the context otherwise indicates:

ABC Commissioner means the commissioner of the Australian Building and Construction Commission referred to in subsection 15(1) of the BCIIP Act.

ABCC means the body referred to in subsection 29(2) of the BCIIP Act.

Accepted Defect means a Defect (other than a Minor Defect) in relation to which the Principal has issued a direction under clauses 13.2(a)(iii), 13.2(a)(iv) or 13.2(a)(v) prior to the Date of Construction Completion of any Portion.

Access Period has the meaning given to that term in the Site Access Schedule.

Accreditation means accreditation (including provisional accreditation, conditions or restrictions in respect of accreditation or any variation to the accreditation) under Part 3 of the Rail Safety National Law (or an exemption from same).

Accredited Site Auditor means a person who is accredited as a site auditor under the *Contaminated Land Management Act 1997* (NSW).

Acoustics Advisor means the person identified in Schedule A1 as the acoustics advisor appointed by the Principal, or any replacement notified to the SSJ Contractor by the Principal's Representative.

Additional Third Party Agreement has the meaning given in clause 3.6.

Additional Track Possession or Power Isolation has the meaning given in clause 8.20(e).

Agreed Defect means a Defect (other than a Minor Defect) that:

- (a) the Principal and the SSJ Contractor agree in writing; or
- (b) the Principal's Representative otherwise directs,

does not need to be rectified in order to achieve Construction Completion of a Portion.

Approved Subcontract Agreement means an agreement which is entered into by the SSJ Contractor with a Subcontractor on the terms which have been approved in writing by the Principal's Representative under clause 12.7(b) and the DSI Contract.

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), a copy of which can be found on www.asa.transport.nsw.gov.au.

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

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

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

Asset Management Information means the information required to be delivered by the SSJ Contractor as set out in MR-T.

Asset Standards Authority or **ASA** means the unit within Transport for NSW which functions include setting, controlling, maintaining, owning and publishing 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.asa.transport.nsw.gov.au.

Associates means:

- (a) in respect of the Principal, the Principal's Representative and any of the respective employees, agents, contractors or officers of the Principal and the Principal's Representative, but excludes:
 - (i) the Independent Certifier;

- (ii) the Environmental Representative;
 - (iii) the SSJ Contractor and its Subcontractors;
 - (iv) any Interface Contractors and their respective subcontractors;
 - (v) the Operator and its subcontractors; and
 - (vi) employees, agents, consultants and officers of the persons listed in paragraphs (i) to (v) above; and
- (b) in respect of the SSJ Contractor, its Subcontractors, each entity that comprises the SSJ Contractor, the Parent Company Guarantors and any of the respective employees, agents, contractors or officers of the SSJ Contractor, its Subcontractors and the Parent Company Guarantors (excluding the Independent Certifier and its employees, agents, consultants and officers).

Assumed Low Impact Activities means those activities listed in Attachment 3 to Schedule E3.

ATSB means the Australian Transport Safety Bureau constituted under the *Transport Safety Investigation Act 2003* (Cth).

Ausgrid means the statutory state owned corporation of that name established under the *Energy Services Corporations Act 1995* (NSW).

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 to the extent it is exercising statutory rights in relation to the Project Works or the SSJ 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):

- (a) to carry out the SSJ Contractor's Activities;
- (b) to conduct work in the Rail Corridor;
- (c) to deal with, transport or dispose of Contamination or Waste; or
- (d) in connection with the Construction Site and any Extra Land (but only to the extent required for the performance of the SSJ Contractor's Activities);
- (e) for the use and occupation of:
 - (i) any Portion (both individually and in combination with any earlier completed Portions) after Construction Completion of the Portion; or
 - (ii) the Project Works after Construction Completion of every Portion;

(f) otherwise to comply with Law,

and for the avoidance of doubt includes:

(g) the Planning Approval; and

(h) any EPL issued in relation to the SSJ Contractor's Activities,

but does not include:

(i) any direction given by the Principal or the Principal's Representative pursuant to this Contract; or

(j) the exercise by the Principal of its rights under this Contract.

Bank Bill means a bill of exchange (under the *Bills of Exchange Act 1909*) which has been accepted by any bank authorised under a Law of the Commonwealth or any State to carry on banking business.

Bank Bill Rate is, for the relevant period:

(a) the rate, expressed as a yield percent per annum (rounded downwards to 2 decimal places) quoted as the average bid rate on the Reuters monitor system page BBSY or any page which replaces that page) at about 10.30am (Sydney time) on the first day of the relevant period, for Bank Bills having a tenor of approximately 90 days; or

(b) if there is a manifest error in the calculation of the average bid rate under paragraph (a) or if no average bid rate is published for Bank Bills of that tenor in accordance with paragraph (a), the bid rate agreed in good faith by the SSJ Contractor and the Principal having regard to the rates otherwise bid for Bank Bills having a tenor as described above at or around that time.

Bankstown Embankments means the existing embankments located between Sydney Metro Chainages:

(a) RW01 - Down side Ch10.950 to the Cooks River Bridge abutment;

(b) RW02 - Down side Cooks River Bridge abutment to the Wairoa Street Bridge abutment; and

(c) RW03 - Down side Wairoa Street Bridge abutment to Ch11.565.

Bankstown Line Site means that part of the Construction Site between Bankstown Line Sydney Metro City & Southwest chainage 6.740 to existing OHWS B12+043, excluding Marrickville, Dulwich Hill, Hurlstone Park, Canterbury and Campsie Station areas, and Dulwich Hill and Canterbury traction substation areas.

Baseline Conditions means the indicative conditions of the Project Planning Approval (Sydenham to Bankstown) set out in Attachment 1 of Schedule E3.

Baseline Mitigation Measures means the indicative revised mitigation measures and performance outcomes set out in Attachment 2 of Schedule E3.

BCIIP Act means the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

BL Investigation Works means the works and services the subject of Change Order 018.

Building Code means the *Code for Tendering and Performance of Building Work 2016* (Cth), or any subsequent code of practice which takes effect and supersedes that Code.

Building Work has the meaning given to that term in subsection 3(4) of the Building Code.

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

CCU means Construction Compliance Unit, the unit established within NSW Industrial Relations to monitor compliance with and receive reports of alleged breaches of the NSW Guidelines.

CEMP Sub-plans means each of the sub-plans for the Construction Environmental Management Plan required by the Planning Approval (Sydenham to Chatswood).

Certified Environmental Consultant means an environmental consultant that holds current certification as:

- (a) a "Certified Practitioner: Site Assessment and Management" from Site Contamination Practitioners Australia; or
- (b) a "Certified Environmental Practitioner" in the "Contaminated Land Specialist" category from the Environment Institute of Australia and New Zealand.

Chain of Responsibility Management Plan means the Contract Management Plan which is required to be provided and implemented by the SSJ Contractor pursuant to, and in accordance with, the MRs and the Planning Approval.

Chain of Responsibility Provisions refers to any section of the Heavy Vehicle National Law under which the SSJ Contractor is "a party in the chain of responsibility" (within the meaning given to that term under the Heavy Vehicle National Law).

Chair means the chairperson of the IDAR Panel as appointed under the IDAR Panel Agreement from time to time.

Change means any change to the SSJ Contractor's Activities, the Project Works or the Temporary Works including:

- (a) any addition or increase to, or decrease, omission or deletion from, the SSJ Contractor's Activities, the Project Works or the Temporary Works;
- (b) any change to the character or quality, or demolition or removal, of any material or work; or
- (c) any change to the levels, lines, positions or dimensions of any part of the Project Works or the Temporary Works,

but it excludes any Provisional Sum Work.

Change in Codes and Standards means a change in the Codes and Standards taking effect after the submission of the Target Cost Offer, excluding a change in the Codes and Standards which, as at the date of this Contract:

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

Change in Control means, in respect of an entity, any event occurs such that a change occurs in the Control of that entity.

Change in Planning Approval means a change:

- (a) ~~in a:~~
 - (i) the Project Planning Approval (Chatswood to Sydenham) which has been obtained by the Principal which is in existence as at the date of this Contract; or
 - (ii) the Project Planning Approval (Sydenham to Bankstown) which occurs after the processes in clauses 7.11 and 7.12 have occurred;
- (b) which is not caused or contributed to by an act or omission of the SSJ Contractor; and
- (c) which occurs after the date of this Contract.

Change in Law means any of the following if it takes effect after the date of this Contract:

- (a) the amendment, repeal or 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 SSJ Contractor carrying out the SSJ Contractor's Activities; and
 - (d) directly results in an increase or decrease in the SSJ Contractor's costs of carrying out the SSJ Contractor's Activities, or a delay to the SSJ Contractor achieving Construction Completion of a Portion by the relevant Date for Construction Completion in accordance with clause 15.7(a),

but excludes an amendment, repeal or change of an existing Law or a new Law:

- (e) in respect of Tax;
- (f) which was caused or contributed to by any act or omission of the SSJ Contractor;
- (g) which, as at the date of this Contract:

- (i) was published or of which public notice had been given (even as a possible amendment, repeal or change in an existing Law or a possible new Law); or
- (ii) a person experienced and competent in the delivery of the works and services similar to the Project Works or the SSJ Contractor's Activities would have reasonably foreseen or anticipated.

Change Order has the meaning given in clause 11.2.

Change Order 001 means the Change Order titled "Performance of additional scope during the Target Cost Development Phase" dated 22 December 2017, a copy of which is included in Schedule A30.

Change Order 002 means the Change Order titled "Performance of additional scope during the Target Cost Development Phase" dated 23 February 2018, a copy of which is included in Schedule A31.

Change Order 018 means the Change Order titled "Performance of site investigation works on the Bankstown Line" dated 23 November 2018, a copy of which is included in Schedule A32.

Change Proposal Request has the meaning given in clause 11.1.

City Stations means Crows Nest, Victoria Cross, Barangaroo, Martin Place, Pitt Street, Central, Waterloo and Sydenham stations.

Claim includes any claim, demand, action, proceeding or suit of any kind whatsoever for an increase in any component of the Target Cost, for payment of money (including costs, expenses, losses or damages), for an extension of time to a Date for Construction Completion or for any other form of relief:

- (a) under, arising out of, or in any way in connection with, this Contract, including any direction of the Principal's Representative;
- (b) arising out of, or in any way in connection with, the SSJ Contractor's Activities or the Project Works or either party's conduct prior to the date of this Contract; or
- (c) otherwise at Law or in equity including:
 - (i) under or for breach of statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution, including restitution based on unjust enrichment, on a quantum meruit or in quasi-contract.

Code for the Tendering and Performance of Building Work means the building code issued under section 34 of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

Codes and Standards means:

- (a) the codes and standards specified in section 4.2 of the SWTC; and
- (b) the Code of Practice for Procurement (January 2005), NSW Government Policy on Aboriginal Participation in Construction (May 2015), NSW Code, NSW Guidelines, Environmental Management Systems Guidelines (3rd edition) (May 2014), WHS

Guidelines, Training Management Guidelines (February 2009), Quality Management System Guidelines for Construction (August 2013), GREP and any other NSW Government guidelines and requirements specified or required by this Contract.

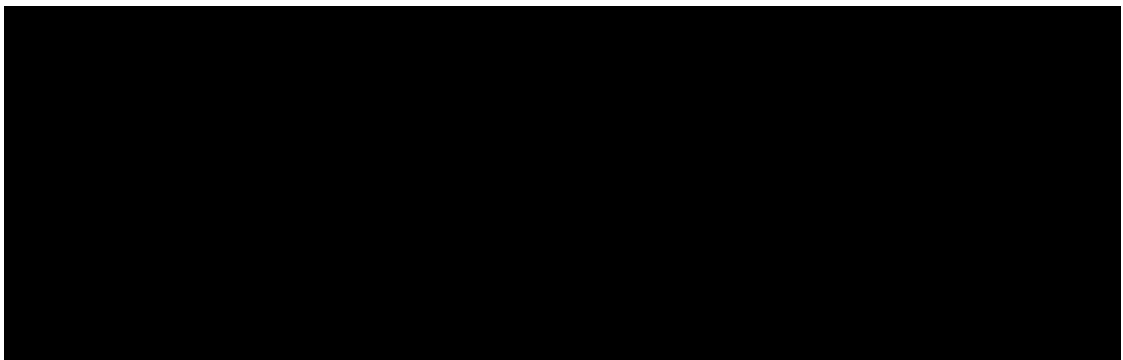
Collateral Warranty Deed Poll means the deed poll entitled "Collateral Warranty Deed Poll" to be executed by the SSJ Contractor in favour of the Operator in substantially the same form as Schedule A27.

Commissioning has the meaning given to that term in the MR-Prelude.

Commonwealth means the Commonwealth of Australia.

Compensable Contamination means Contamination:

- (a) other than General Solid Waste; and
- (b) other than in respect of Contamination within the Bankstown Line Site, the presence of which:
 - (i) is either not identified in or could not be reasonably inferred from the Reports; and
 - (ii) could not have been identified or could not have been reasonably anticipated by a competent and experienced contractor which has:
 - (A) done those things the SSJ Contractor is deemed to have done under clause 8.7(b) as at the date of this Contract; and
 - (B) done those things the SSJ Contractor is deemed to have done under clause 8.7(c) as at the date of submitting the Target Cost Offer.



Completion means the stage in the execution of the SSJ Contractor's Activities in respect of a Portion (other than Portion 1) when:

- (a) Construction Completion has been achieved in respect of the Portion;
- (b) the SSJ Contractor has given to the Principal's Representative (with a copy to the Operator if required by the Principal) all Asset Management Information (including as-built drawings) which has not been rejected by the Principal's Representative under clause 9.15(c) relating to that Portion;
- (c) the SSJ Contractor has corrected all Minor Defects and Agreed Defects that are listed in the Independent Certifier's Notice of Construction Completion;

- (d) the SSJ Contractor has done everything else which is stated to be a condition precedent to Completion of the Portion or which the SSJ Contractor is otherwise expressly required by this Contract to do before Completion of the Portion; and
- (e) in respect of the final Portion to reach Completion, the SSJ Contractor has executed and delivered the Collateral Warranty Deed Poll.

In respect of Portion 1, Completion will be deemed to occur on the Date of Construction Completion.

Completion Steering Committee means the group referred to in clause 14.23.

Completion Working Group means the group referred to in clause 14.24.

Confidentiality Undertaking means a confidentiality undertaking in the form set out in Schedule B7.

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

Configuration Control Board means the board established by TfNSW to manage configuration changes for the Sydney Metro delivery office in accordance with the Configuration Management Framework.

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

Consequential Loss means any:

- (a) loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of use or loss of production (whether the loss is direct or indirect); or
- (b) direct or indirect financing costs,

whether present or future, fixed or unascertained, actual or contingent.

Construction Completion means the stage in the execution of the SSJ Contractor's Activities in respect of a Portion (other than Portion 1) when:

- (a) the Portion is complete in accordance with this Contract except for any:
 - (i) Minor Defects;
 - (ii) Accepted Defects; and
 - (iii) Agreed Defects;
- (b) the SSJ Contractor has rectified all Mandatory Defects;
- (c) the SSJ Contractor has:
 - (i) carried out and passed all tests that:
 - (A) are required under this Contract to be carried out and passed before the Portion reaches Construction Completion; or

- (B) must necessarily be carried out and passed before the Portion can be used for its intended purpose and to verify that the Portion is in the condition this Contract requires it to be in at Construction Completion;
- (ii) obtained all Authority Approvals that it is required under this Contract to obtain before Construction Completion of the Portion and provided such Authority Approvals to the Principal's Representative;
- (iii) obtained from the Independent Certifier a certificate in the form of Schedule B9 for all Design Stage 3 Design Documentation for that Portion;
- (iv) given to the Principal's Representative (with a copy to the Operator or any other party as required by the Principal) all documents and information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of the Portion which:
 - (A) are required by this Contract to be given to the Principal's Representative before Construction Completion of the Portion; or
 - (B) must necessarily be handed over before the Portion can be used for its intended purpose,

including copies of all documentation in accordance with the requirements of MR-T, but not including Asset Management Information (including as-built drawings) as directed by the Principal's Representative;
- (v) executed a certificate in the form of Schedule B4 for the Portion and provided it to the Principal's Representative and the Independent Certifier;
- (vi) provided the training required by the SWTC and MRs to the reasonable satisfaction of the Principal's Representative; and
- (vii) removed all Construction Plant from the parts of the Construction Site that relate to the Portion, other than any Construction Plant necessary to facilitate the handover of the Portion (or, if approved in writing by the Principal's Representative, any other Portion) to the Principal or to which is required to be retained on the Construction Site in accordance with clause 3.10(c) (where approved by the Principal's Representative in accordance with clause 3.10(c));
- (d) the SSJ Contractor has, in respect of any Extra Land occupied or used in connection with the Portion, provided the Principal's Representative with:
 - (i) unless not required by the Principal's Representative, a properly executed certificate in the form of Schedule B6 or properly executed releases on terms satisfactory to the Principal's Representative from all claims or demands from the owners or occupiers of the Extra Land and from other persons having interests in such land; or
 - (ii) statements under clause 8.5(c)(iii); and
- (e) the SSJ Contractor has submitted all information required to be submitted by it under MR-T of sufficient quality to support the Gate 5 submission that permits the Principal to gain a TNAC acceptance notice; and

- (f) the SSJ Contractor has done everything else which is stated to be a condition precedent to Construction Completion of the Portion or which the SSJ Contractor is otherwise expressly required by this Contract to do before Construction Completion of the Portion.

In respect of Portion 1, Construction Completion will be deemed to occur once the SSJ Contractor has prepared and submitted in accordance with the requirements of this Contract the Design Documentation for Design Stage 3 for the Brownfield Rail Works (SWTC section 2.3.2.1), Sydenham Junction Works (SWTC section 2.3.2.2) and the Utility Service Works, excluding the signalling interlocking data required for the computer based interlocking.

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 SSJ Contractor pursuant to, and in accordance with, the MRs and the Planning Approval.

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

Construction Site means the Project Site and the Temporary Areas.

Consultation has the meaning given to that term in clause 20.3.

Contamination means the presence in, on or under land or water or any other aspect of the Environment of:

- (a) a substance (whether occurring naturally or otherwise) which is at a concentration above the concentration at which the substance (whether occurring naturally or otherwise) is normally present in, on or under land or water 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) a Hazardous Chemical.

Contestable Utility Service Work means the work identified as Contestable Utility Service Work in Schedule A22.

Contract means this contract between the Principal and the SSJ Contractor in respect of the Project Works.

Contract Documentation and Materials has the meaning given in clause 10.13(b).

Contract Management Plan means the documents required to be provided and implemented by the SSJ Contractor pursuant to MR-PA and as developed, amended or updated from time to time in accordance with the Contract.

Contract Price means, subject to this Contract, the sum of:

- (a) the Design Fee;
- (b) the Design Fee (Signalling);
- (c) the Management Fee;
- (d) the Preliminaries Fee;
- (e) the Reimbursable Costs;

- (f) the Target Cost Development Phase Site Investigations Fee; and
- (g) the amounts paid to the SSJ Contractor in respect of Provisional Sum Work.

Control has the meaning given to that term in the *Corporations Act 2001* (Cth).

Cost Incentive means the amounts (if any) to which the SSJ Contractor may become entitled to or which may become payable by the SSJ Contractor under clause 16.11(a).

Cost Plan means the cost plan set out in Schedule F7, as amended from time to time in accordance with the terms of this Contract.

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 a Portion (other than Portion 1) the date that is 90 days after the Date of Construction Completion of the relevant Portion.

Date for Construction Completion means, in respect of a Portion:

- (a) at the date of this Contract, the applicable date specified for the Portion in Schedule A2; or
- (b) where, in respect of a Portion, an extension of time for Construction Completion is granted by the Principal's Representative or allowed in any Expert's determination or arbitration or litigation proceedings, the date resulting therefrom.

Date of Completion means the date notified in a Notice of Completion as the date Completion was achieved.

Date of Construction Completion means the date notified in a Notice of Construction Completion as the date Construction Completion was achieved.

Declaration of Compliance means a declaration in substantially the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code.

Deed of Disclaimer means each deed of disclaimer signed by the SSJ Contractor in favour of the Principal, a copy of which appears in Schedule A14.

Defect means any:

- (a) defect, deficiency, fault, error or omission in the Project Works or Temporary Works; or
- (b) any:
 - (i) cracking, shrinkage, movement or subsidence in the Project Works or Temporary Works; or
 - (ii) other aspect of the Project Works, Temporary Works or SSJ Contractor's Activities,

which is not in accordance with the requirements of this Contract,

but does not include:

- (c) any damage caused to the Project Works after the Date of Construction Completion to the extent that damage was not caused or contributed to by the SSJ Contractor or its Associates; or
- (d) any of the matters in paragraph (a) or (b) arising in respect of the Project Works after the Date of Construction Completion due to a failure to operate and maintain the Project Works in accordance with the operation and maintenance manuals forming part of the Asset Management Information.

Defects Correction Period means the period referred to in clause 13.6, 13.7(a), 13.8(a) or 13.9, as the case may be.

Delivery Phase means the period commencing on the Delivery Phase Commencement Date, during which the SSJ Contractor must:

- (a) complete all remaining Design Work;
- (b) construct the Project Works; and
- (c) carry out all other SSJ Contractor's Activities not completed during the Target Cost Development Phase.

Delivery Phase Commencement Date means 22 June 2018.

Design Agreement means an agreement which is entered into by the SSJ Contractor with a Designer for the Target Cost Development Phase or otherwise on the terms which have been approved in writing by the Principal's Representative under clause 12.18(a)(i).

Design Documentation means all design documentation (including design standards, concrete mix designs, design reports, durability reports, construction descriptions, specifications, models, samples, prototypes, calculations, shop drawings, drawings, digital records, business rules, system processes, computer software and all other relevant data) in electronic, computer readable and written or physical forms, or stored by any other means required by this Contract or necessary to be produced by or on behalf of the SSJ Contractor to design and construct the Project Works and the Temporary Works and documentation (including certificates and check lists) to evidence that the design documentation complies with the requirements of this Contract.

Design Fee means Design Fee (Target Cost Development Phase) and Design Fee (Delivery Phase).

Design Fee (Delivery Phase) means the aggregate in respect of:

- (a) Design Work other than Self-Performed Design Work, all amounts properly and actually incurred and payable by the SSJ Contractor to Designers (other than the Signalling Designer) for the performance of Design Work during the Delivery Phase in accordance with the Design Agreements; and
- (b) Self-Performed Design Work (if any):
 - (i) to the extent that the SSJ Contractor and the Principal's Representative have agreed that the Self-Performed Design Work will be subject to a fixed price, that agreed amount; and
 - (ii) otherwise, the sum ascertained by multiplying the number of hours the design resource is employed in the execution of the Self-Performed Design Work for any given period under the Contract by:

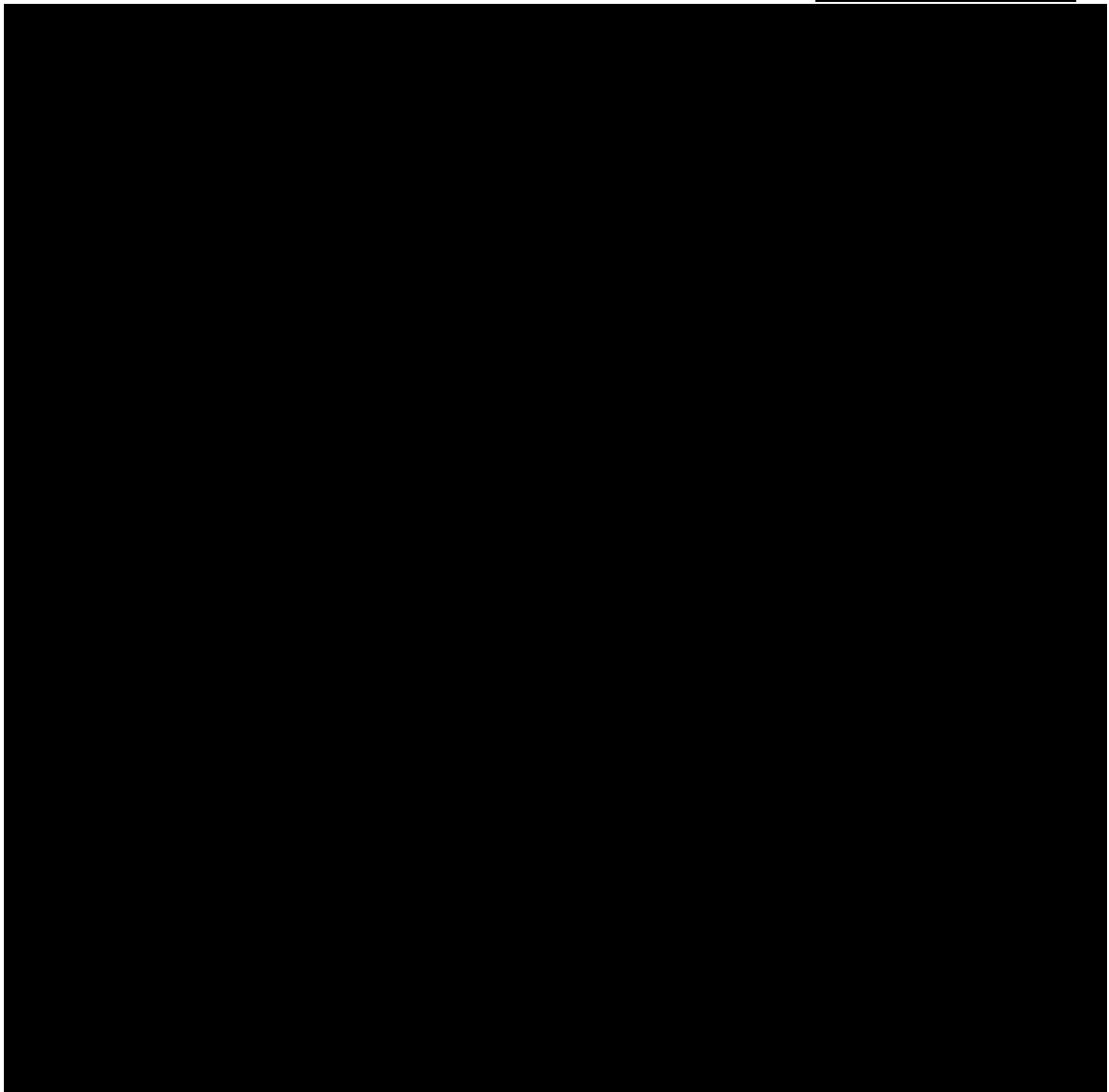
- (A) the applicable rate in Schedule F2; or
- (B) where there is no applicable agreed rate in in Schedule F2 or otherwise agreed between the parties in writing, a reasonable rate as determined by the Principal's Representative;

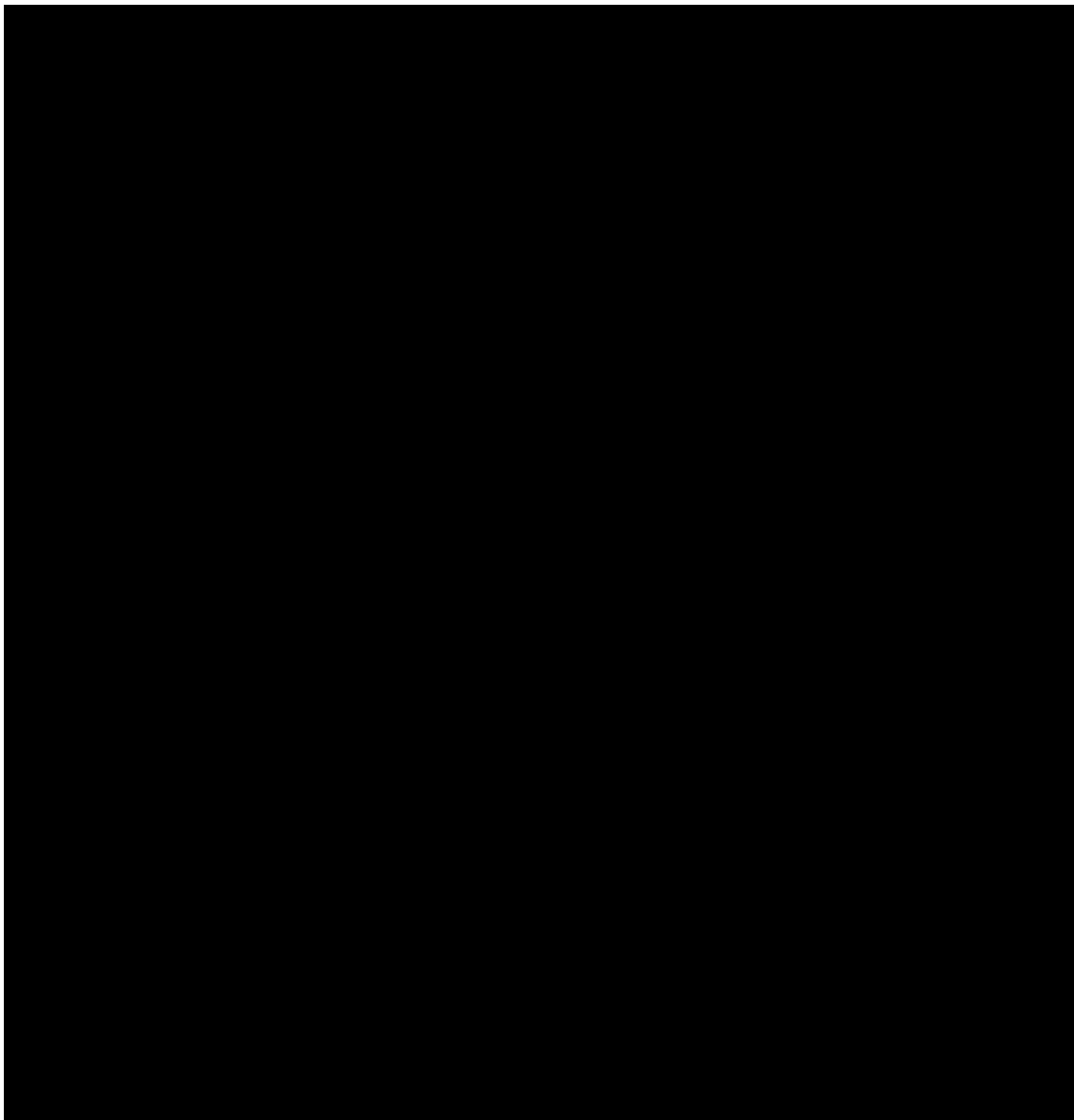
but excluding, in any event, all Excluded Costs (Design).

Design Fee (Delivery Phase) Element means

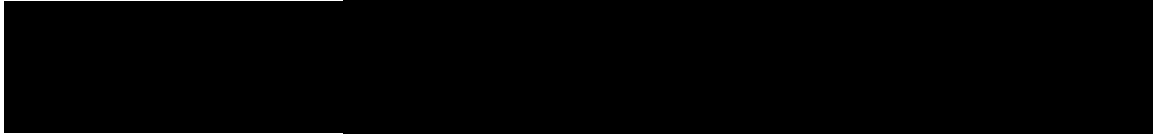
Design Fee (Delivery Phase) Element Adjustment means an adjustment to the Design Fee (Delivery Phase) Element in respect of a Design Fee (Delivery Phase) Element Adjustment Event, as agreed by the parties or calculated in accordance with clause 5.3.

Design Fee (Delivery Phase) Element Adjustment Event means

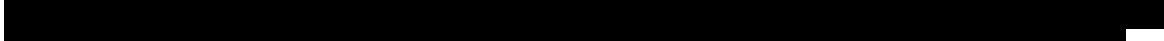




Design Fee (Signalling) [redacted]



Design Fee (Signalling) Contract Upper Limiting Fee means [redacted]



Design Fee (Target Cost Development Phase) means [redacted]



Design Management Plan means the Contract Management Plan referred to as the Design Management Plan in the SWTC, as updated from time to time in accordance with clause 14.11.

Design Notice has the meaning given in Schedule A28.

Design Stage means each of Design Stage 1, Design Stage 2 and Design Stage 3.

Design Stage 1 means stage 1 of the development of the Design Documentation as described in MR-T and MR-Prelude.

Design Stage 2 means stage 2 of the development of the Design Documentation as described in MR-T and MR-Prelude.

Design Stage 3 means stage 3 of the development of the Design Documentation as described in MR-T and MR-Prelude.

Design Work means the design work to be carried out by the SSJ Contractor in designing the Project Works and Temporary Works including technical support during construction and those tasks defined in Schedule C3, and the Design Work (Signalling).

Design Work (Signalling) means the design work to be carried out by the Signalling Designer under the Design Work (Signalling) Contract.

Design Work (Signalling) Contract means the contract between the Principal and the Signalling Designer dated 27 July 2017.

Design Work (Signalling) Contract Deed of Novation means the deed between the Principal, the SSJ Contractor and the Signalling Designer in Schedule A23.

Designer means all designers engaged by the SSJ Contractor in relation to performing the Design Work (including those identified in Schedule A1).

Dispute means any dispute, controversy or claim arising out of, relating to or in connection with this Contract or the Project Works, the Temporary Works, the SSJ Contractor's Activities, including any question regarding its validity, existence or termination, but excluding a failure by a party to comply with any final and binding decision of the Expert.

Document means any document which is required to be submitted for the review of the Principal's Representative under this Contract.

Draft Third Party Agreement has the meaning given in clause 3.6(a)(iii)(A).

DSI Contract means the contract to be entered into between the SSJ Contractor and the L&E Contractor in respect of the Lifts and Escalators Work.

Early Completion Payment means the amounts (if any) to which the SSJ Contractor may become entitled to under Schedule A2 in respect of a Milestone.

Environment means components of the earth, including:

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

Environmental Documents means the documents listed as such in Schedule E3 and Appendix B8 of the SWTC.

Environmental Representative means the person identified in Schedule A1 as the environmental manager appointed by the Principal, or any replacement notified to the SSJ Contractor by the Principal's Representative.

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

EPA means the Environment Protection Authority constituted by the *Protection of the Environment Administration Act 1991* (NSW).

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

Excepted Risk means:

- (a) war (declared or undeclared), revolution, insurrection, civil commotion, military action, an act of public enemy or an act of sabotage, in each case occurring within Australia;
- (b) a terrorist act as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth) occurring within Australia (other than a declared terrorist incident as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth)); and
- (c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

in each case occurring within Australia and only to the extent not caused by the SSJ Contractor or its Associates.

Excluded Claim means any claim:

- (a) with respect to a Change in Law under clause 7.4;
- (b) for a Change directed in accordance with clause 11.2 or a direction by the Principal's Representative to which clause 23.1 applies;
- (c) for an extension of time under clause 15.8; or
- (d) for payment under clause 16.

Excluded Costs means any of the following amounts paid or payable by the SSJ Contractor or incurred by the SSJ Contractor:

- (a) amounts incurred in correcting Defects, including amounts paid or payable by the SSJ Contractor to any Subcontractors for correcting Defects;
- (b) amounts (including damages) paid or payable by the SSJ Contractor to any Subcontractors or third party by reason of any breach of contract or other wrongful act or omission by the SSJ Contractor including a breach by the SSJ Contractor of the Contract, except to the extent that such breach or wrongful act or omission was directly caused by any breach of contract or other wrongful act or omission of the Principal;
- (c) subject to clauses 18.1(d) and 18.1(e), amounts incurred in carrying out any replacement, making good or repair under clause 18.16 (including any excesses

and deductibles under any insurances amounts which are recovered or but for the SSJ Contractor's failure to comply with the relevant insurance policy would have been reimbursed under insurance policies, and any amounts paid or payable by the SSJ Contractor to any Subcontractors);

- (d) any legal, expert or other consultants costs incurred by the SSJ Contractor arising out of or in connection with any Approved Subcontractor Agreement other than as provided in clause 12.11;
- (e) other amounts not properly incurred in respect of the execution of the Reimbursable Work or which the Contract provides are to be borne or paid by the SSJ Contractor or to be a debt due from the SSJ Contractor to the Principal or which are payable by the SSJ Contractor to the Principal under any indemnity;
- (f) costs which the SSJ Contractor cannot substantiate on an arm's length or Open Book Basis;
- (g) any costs attributable to the termination of a Subcontractor and the engagement of a replacement subcontractor;
- (h) amounts in respect of which the Management Fee, Design Fee and the Preliminaries Fee are paid or payable;
- (i) liquidated damages;
- (j) amounts paid or payable under any indemnity in this Contract;
- (k) amounts which are recovered or but for the SSJ Contractor's failure to comply with the relevant insurance policy would have been reimbursed under insurance policies;
- (l) amounts payable by the SSJ Contractor under the IDAR Panel Agreement;
- (m) in respect of Lifts and Escalators Work, any amounts payable to the L&E Contractor in connection with the use of any lift as a builder's lifts following practical completion under the DSI Contract; and
- (n) other amounts stated in any other provision of this Contract:
 - (i) to not be "Reimbursable Costs";
 - (ii) for which the Principal is expressly stated to not be liable for; or
 - (iii) to be at the SSJ Contractor's cost.

Excluded Costs (Design) means any of the following amounts paid or payable by the SSJ Contractor or incurred by the SSJ Contractor during the Delivery Phase:

- (a) amounts incurred in correcting defective Design Work, including amounts paid or payable by the SSJ Contractor to any Designers for correcting defective Design Work;
- (b) amounts (including damages) paid or payable by the SSJ Contractor to any Designers by reason of any breach of contract or other wrongful act or omission by the SSJ Contractor including a breach by the SSJ Contractor of the Contract, except to the extent that such breach or wrongful act or omission was directly caused by any breach of contract or other wrongful act or omission of the Principal;

- (c) any legal, expert or other consultants costs incurred by the SSJ Contractor arising out of or in connection with any Design Agreement other than as provided in clause 12.11;
- (d) other amounts not properly incurred in respect of the execution of the Design Work or which the Contract provides are to be borne or paid by the SSJ Contractor or to be a debt due from the SSJ Contractor to the Principal or which are payable by the SSJ Contractor to the Principal under any indemnity;
- (e) costs which the SSJ Contractor cannot substantiate on an arm's length or Open Book Basis;
- (f) any costs attributable to the termination of a Designer and the engagement of a replacement designer;
- (g) amounts in respect of which the Management Fee, Reimbursable Costs and the Preliminaries Fee are paid or payable;
- (h) amounts paid or payable under any indemnity in this Contract;
- (i) amounts which are recovered or but for the SSJ Contractor's failure to comply with the relevant insurance policy would have been reimbursed under insurance policies; and
- (j) other amounts stated in any other provision of this Contract:
 - (i) for which the Principal is expressly stated to not be liable for; or
 - (ii) to be at the SSJ Contractor's cost.

Exclusion Sanction has the meaning given to that term in subsection 3(1) of the Building Code.

Executive Negotiators means the persons described in Schedule A1.

Existing Asset means the assets described in Schedule E7.

Existing Operations means:

- (a) all infrastructure (including existing infrastructure, infrastructure that is under construction and Utility Services) which is owned, operated or under the control of an Existing Operator; and
 - (b) the businesses and operations undertaken by an Existing Operator,
- on or in the vicinity of the Construction Site.

Existing Operator means:

- (a) RailCorp;
- (b) Sydney Trains;
- (c) NSW Trains;
- (d) RMS;

- (e) Ausgrid;
- (f) Sydney Water;
- (g) Telstra;
- (h) Qenos;
- (i) Jemena; or
- (j) any other person who owns, operates or controls any infrastructure (including existing infrastructure, infrastructure that is under construction and the Utility Services) or undertakes any business or operation on or in the vicinity of the Construction Site,

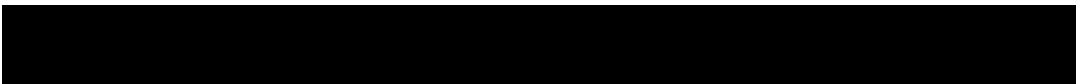
and any of their related bodies corporate (as that term is defined in section 9 of the *Corporations Act 2001* (Cth)) and contractors.

Expert means the person appointed to determine a Dispute pursuant to clause 20.5.

Extended Milestone Date means the date described as the extended milestone date in Table 3 of Schedule A2.

Extension Event means:

- (a) an act or omission of the Principal, the Principal's Associates or the Principal's Representative (including any breach of contract or Change directed by the Principal's Representative) but excluding any act or omission of the Principal or the Principal's Representative authorised or permitted by the Contract;
- (b) the cancellation by the relevant Rail Transport Agency of a Track Possession listed in Schedule E2:
 - (i) less than 12 weeks prior to the time at which it was planned to commence in accordance with Schedule E2; or
 - (ii) with more than 12 weeks' notice prior to the time at which it was planned to commence in accordance with Schedule E2, but without the provision of an alternative Track Possession at a time the SSJ Contractor is reasonably able to utilise in substitution for the cancelled Track Possession;
- (c) compliance with any Change in Codes and Standards as described in clause 7.3;
- (d) compliance with any Change in Law as described in clause 7.4;
- (e) a Change in Planning Approval, but only where the change has a direct effect on the SSJ Contractor carrying out the SSJ Contractor's Activities and necessitates a Change as described in clause 7.5;
- (f) a legal challenge to the assessment, determination or modification of a Planning Approval as described in clause 7.6(b);



[REDACTED]

- (i) a failure by the Principal to provide access to the Construction Site in accordance with clause 8.1, including failure to provide a Temporary Shutdown (but not including cancellation of a Track Possession);
- (j) compliance with:
 - (i) a direction given by the Principal's Representative in accordance with clause 8.11(b)(iv); or
 - (ii) requirements of Authorities or Law in accordance with clause 8.11(b)(iii);
- (k) the Configuration Change Acceptance Notice has not been obtained as contemplated by clause 10.8(n);
- (l) the TNAC acceptance notice for a Gate 5 design package is not issued within 10 Business Days after submission of the TNAC;
- (m) any Change under clause 11;
- (n) suspension of the Project Works by the Principal unless the direction to suspend is as a result of the SSJ Contractor's failure to perform its obligations in accordance with this Contract, as described in clause 15.13;
- (o) a Force Majeure Event;
- (p) a Native Title Claim;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Extra Land means the land referred to in clause 8.5(a).

Final Authorisation means a final 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 final authorisation, subject to any conditions of the authorisation.

Final Design Documentation means any Design Documentation which:

- (a) the SSJ Contractor is entitled to use for construction in accordance with clause 10.10(a); or
- (b) has been amended by a Change directed or approved by the Principal's Representative in accordance with clause 11.

Final Inspection has the meaning given to that term in clause 13.13(a).

Final Third Party Works Inspection has the meaning given in clause 13.14(a).

Final Version has the meaning given to that term in Appendix B12 of the SWTC.

Financial Auditor means the financial auditor appointed under clause 9.14(c).

Force Majeure Event means any of the following:

- (a) an Excepted Risk;
- (b) a declared terrorist incident as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth) occurring within Australia;
- (c) an earthquake occurring within Australia;
- (d) a flood which might at the date of this Contract be expected to occur less frequently than once in every 100 years (based on the 1:100 year average recurrence interval flood event) occurring within Australia; or
- (e) a fire or explosion resulting from an event referred to in paragraphs (a) to (d) (inclusive) of this definition occurring within Australia,

which:

- (f) is beyond the reasonable control of the SSJ Contractor and its Associates; and
- (g) prevents or delays the SSJ Contractor from performing an obligation under this Contract, where that event or the consequence of that event does not arise from any act or omission of the SSJ Contractor (including from any breach by the SSJ Contractor of a term of this Contract).

Gate 5 means the configuration gate for asset acceptance as detailed in the TfNSW Configuration Management Plan.

General Conditions means clauses 1 to 24 of this Contract.

General Solid Waste means Contamination which is general solid waste (non putrescible) as defined in the Department of Environment, Climate Change and Water NSW Waste Classification Guidelines dated December 2009.

Global Safety Interface Agreement means the Third Party Agreement of that name set out in Schedule E5.

Good Industry Practice means that degree of skill, care, prudence, foresight and practice which would reasonably be expected from time to time of a skilled and experienced person, engaged in the same or similar type of undertaking as that of the SSJ Contractor or its Associates in Australia, as the case may be, under the same or similar circumstances as the performance of the SSJ Contractor's Activities and which includes compliance with all Laws relating to the Environment and all guidelines made or approved by the EPA.

Greenhouse Data means all data, information, records and reports of the type that a registered corporation or any other person may be required or entitled to provide under the NGER Legislation, including as to:

- (a) greenhouse gas emissions, energy production or energy consumption; and
- (b) reduction of greenhouse gas emissions, removal of greenhouse gases or offsets of greenhouse gas emissions from any greenhouse gas project,

relating to any aspect of any of the SSJ Contractor's Activities or the activities of any of the SSJ Contractor's personnel in connection with the SSJ Contractor's Activities.

GREP means the NSW Government Resource Efficiency Policy (as amended from time to time).

GST Legislation has the meaning given in clause 16.15(i)(ii).

Hand Back occurs in respect of a Track Possession or Temporary Shutdown when the SSJ Contractor provides Sydney Trains (or Sydney Trains provides the SSJ Contractor) with the relevant documentation required by the Network Rules and procedures and Sydney Trains possession management processes confirming that the relevant infrastructure is booked back into use.

Hazardous Chemical has the meaning given in WHS Legislation.

IDAR Panel means the Independent Dispute Avoidance and Resolution Panel constituted under the IDAR Panel Agreement, referred to in clause 20.

IDAR Panel Agreement means the agreement which appears in Schedule A29.

IDAR Panel Agreement Accession Deed Poll means an accession deed poll substantially in the form of Schedule 1 of the IDAR Panel Agreement.

IC Design Review Period means:

- (a) in the case of Design Documents (as defined in the WAD) which include the installation, erection, alteration, operation or removal of traffic control lights on any road or road related area, the period specified in the WAD;
- (b) in the case of Design Documents (as defined in the WAD) which include the construction, erection, affixing, marking, repair, alteration or removal of a traffic control facility (as defined in Part 6 of the *Transport Administration Act 1988* (NSW)) or road work (as defined in the *Roads Act 1993* (NSW)), the period specified in the WAD; and
- (c) in any other case, 20 Business Days,

of the date on which the Independent Certifier is provided with any Design Documentation for Design Stage 3 in accordance with clause 10.4(b).

IC Design Re-Review Period is 5 Business Days.

Incident means any of the following incidents or events arising out of or in connection with the SSJ Contractor's Activities:

- (a) any work health and safety or environmental or security incident including:
 - (i) a fatality or injury to any person including any incident which must be reported to SafeWork NSW, ONRSR, or other work health and safety regulator;
 - (ii) an occurrence or set of circumstances as a consequence of which pollution (air, water, noise or land) or an adverse environmental impact has occurred or is likely to occur;
 - (iii) any fire or dangerous event on the Construction Site or Extra Land;
 - (iv) a security breach;
 - (v) any unauthorised removal of trees;
 - (vi) any incident involving the community;
 - (vii) any accidents involving damage to persons or property occurring upon or in the vicinity of the Construction Site or any Extra Land or in the supply chain where the Chain of Responsibility Provisions apply;
 - (viii) a non-compliance with an Authority Approval;
 - (ix) any public complaint; or
 - (x) any incident defined in MR-S;
- (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 or existing infrastructure, 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) a "notifiable incident" under the WHS Legislation and a "notifiable occurrence" under the Rail Safety National Law.

Independent Certifier means the person(s) appointed from time to time by the Principal and the SSJ Contractor to perform the role ascribed to the Independent Certifier under the Independent Certifier Deed.

Independent Certifier Deed means the deed so titled to be entered into between the Principal, the SSJ Contractor and the Independent Certifier substantially in the form set out in Schedule B8.

Independent Certifier's Representative has the meaning given to that term in the Independent Certifier Deed.

Independent Estimator means the independent estimator appointed in accordance with clause 9.14(b).

Independent Property Impact Assessment Panel means the independent property impact assessment panel established by the Principal for the purpose of the Project in accordance with the requirements of the Planning Approval.

Independent Safety Advisor means the independent safety advisor appointed in accordance with clause 9.14(a), subject to replacement or termination in accordance with clause 9.14(a).

Independent Safety Assessment means an independent safety assessment undertaken in accordance with the Major Project Guidelines.

Information Documents means:

- (a) the items specified in Schedule A15; and
- (b) all other documents, core and other samples, Schedules and materials in any format or medium including any electronic form provided to the SSJ Contractor unless expressly identified as forming part of this Contract,

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

Initial Contract Management Plans means the initial Contract Management Plans set out in Schedule D2.

Initial Reports means the reports attached or listed at Schedule A16 and **Initial Report** means any one of them as the context may require.

Insolvency Event means when:

- (a) one party informs the other party in writing, or its creditors generally, that the party is insolvent or is unable to proceed with its obligations under this Contract for financial reasons;
- (b) in relation to an individual, the individual (being a party) commits an act of bankruptcy, a bankruptcy petition is presented against the individual or the individual is made bankrupt;
- (c) execution is levied against a party by a creditor, debenture holders or trustees or under a floating charge; or
- (d) in relation to a corporation any one of the following:
 - (i) notice is given of a meeting of creditors with a view to the corporation entering into a deed of company arrangement or scheme of arrangement (other than a solvent scheme of arrangement);
 - (ii) the corporation enters a deed of company arrangement or composition with creditors;

- (iii) an application is made for, a resolution is passed by the directors for the appointment of, or an order is made for, a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator to be appointed to the corporation;
- (iv) a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator is appointed to the corporation;
- (v) an application is made to a court for the sequestration or winding up of the corporation and not stayed, dismissed or discontinued within 21 days;
- (vi) a sequestration order or winding up order is made in respect of the corporation;
- (vii) the corporation resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding-up), or a meeting of creditors of a party under administration or a deed of company arrangement resolves that the corporation be wound up;
- (viii) a mortgagee of any property of the corporation takes possession of that property;
- (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; or
- (x) any act which is done or event which is analogous or similar effect to any of the events in paragraphs (a) to (d).

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 Contractor means an Other Contractor listed in Schedule A1 or otherwise identified by the Principal's Representative as an Interface Contractor that is carrying out, or that will carry out, Interface Work.

Interface Management Plan means the plan to be developed by the SSJ Contractor in accordance with MR PA.

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

Investigative Authority means any Authority having a statutory right to investigate:

- (a) the SSJ Contractor's Activities, the Project Works or the Project; or

- (b) any activities of the Principal which are affected by the SSJ Contractor's Activities, the Project Works or the Project,

including ATSB, ONRSR and OTSI.

Jemena means Jemena Limited ABN 95 052 167 405.

KPI Incentive means the amounts (if any) to which the SSJ Contractor may become entitled to under Schedule F6.

L&E Contractor means the contractor to be engaged by the Principal under a framework agreement and appointed by the SSJ Contractor under the DSI Contract to perform the Lifts and Escalators Work.

Latent Conditions has the meaning given in clause 8.8.

Law means:

- (a) Commonwealth, New South Wales or local government legislation, including 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).

Legal Opinion means a legal opinion:

- (a) from lawyers acceptable to the Principal, authorised to practice in the place of incorporation of the Parent Company Guarantor, stating that the Parent Company Guarantee provided under clause 6.8 is binding and enforceable against that Parent Company Guarantor;
- (b) in favour of the Principal; and
- (c) which is in a form reasonably satisfactory to the Principal.

Liability includes any liability of any kind whether for debt, cost (including legal costs, deductibles or increased premiums), expense, loss, damage, compensation or charge and whether:

- (a) liquidated or not;
- (b) arising from or in connection with any obligation (whether as a principal obligation, a surety or an indemnity);
- (c) legal or equitable, and whether arising under or for breach of contract, in tort (including negligence), restitution or at Law;
- (d) present, prospective or contingent; or
- (e) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others.

Lifts and Escalators Work means the work to be performed by the L&E Contractor under the DSI Contract as set out in Schedule A28.

Local Areas means all public spaces, parks, pedestrian ways, pedal cycle paths, local roads, state highways, regional roads and main roads, including their associated road reserves, which:

- (a) are adjacent to;
- (b) connect to;
- (c) intersect;
- (d) cross; or
- (e) are in any way affected by,

the Project Works or Temporary Works, including those sections of public spaces, parks, pedestrian ways, pedal cycle paths, local roads, state highways, regional roads and main roads, including any associated road reserves, that are made redundant or become service roads as part of the road network.

Local Area Works means:

- (a) the modification, reinstatement and improvement of Local Areas which the SSJ Contractor must design and construct and hand over to the Principal or the relevant Authority in accordance with this Contract and the SWTC (including section 2.3.6 and Appendix D5.0 of the SWTC); and
- (b) the WAD Road Works and the Sydney Trains Works,

and including, to the extent relevant to such works, Changes directed in accordance with this Contract.

Loss means:

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

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

Low Impact Activities has the meaning given in the Project Planning Approval (Sydenham to Bankstown).

LWC Contractor means a contractor appointed to perform LWC Works.

LWC Works means the:

- (a) TRK_TUS-OHW-TRS Works;
- (b) HV Works;
- (c) TVS Works;
- (d) PSD Works;
- (e) RAD Works;

- (f) SIG Works;
- (g) CCS Works; and
- (h) COM Works,

each as defined in Schedule A1.

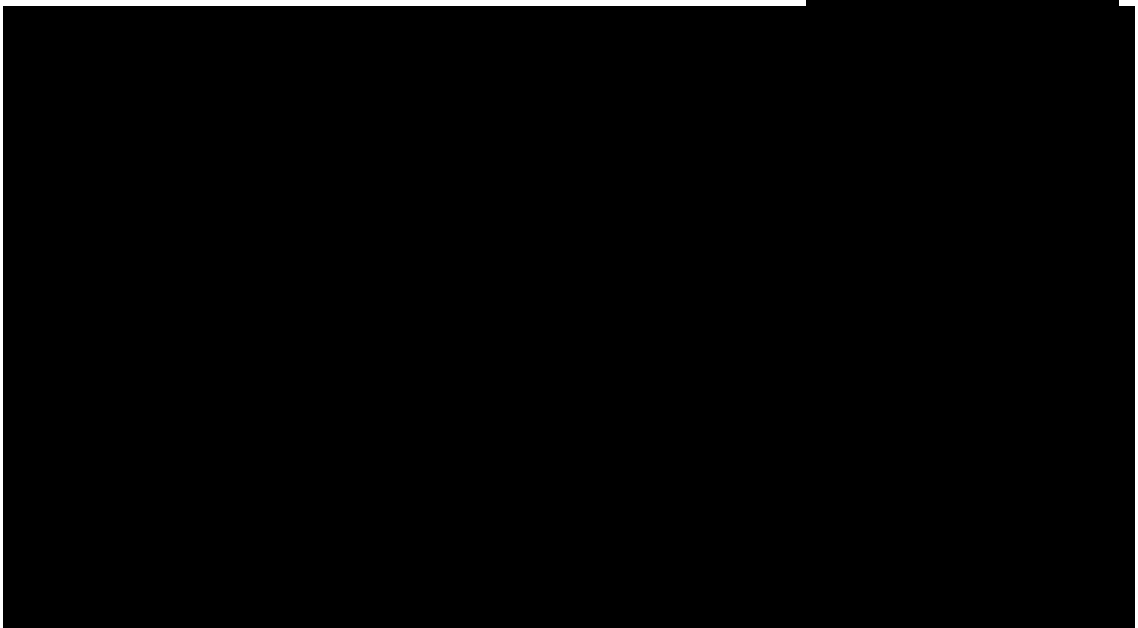
Management Fee means the Management Fee (Target Cost Development Phase) and Management Fee (Delivery Phase), which is on account of profit and costs and expenses related to off-site business functions of the SSJ Contractor in respect of the Project Works, including the following:

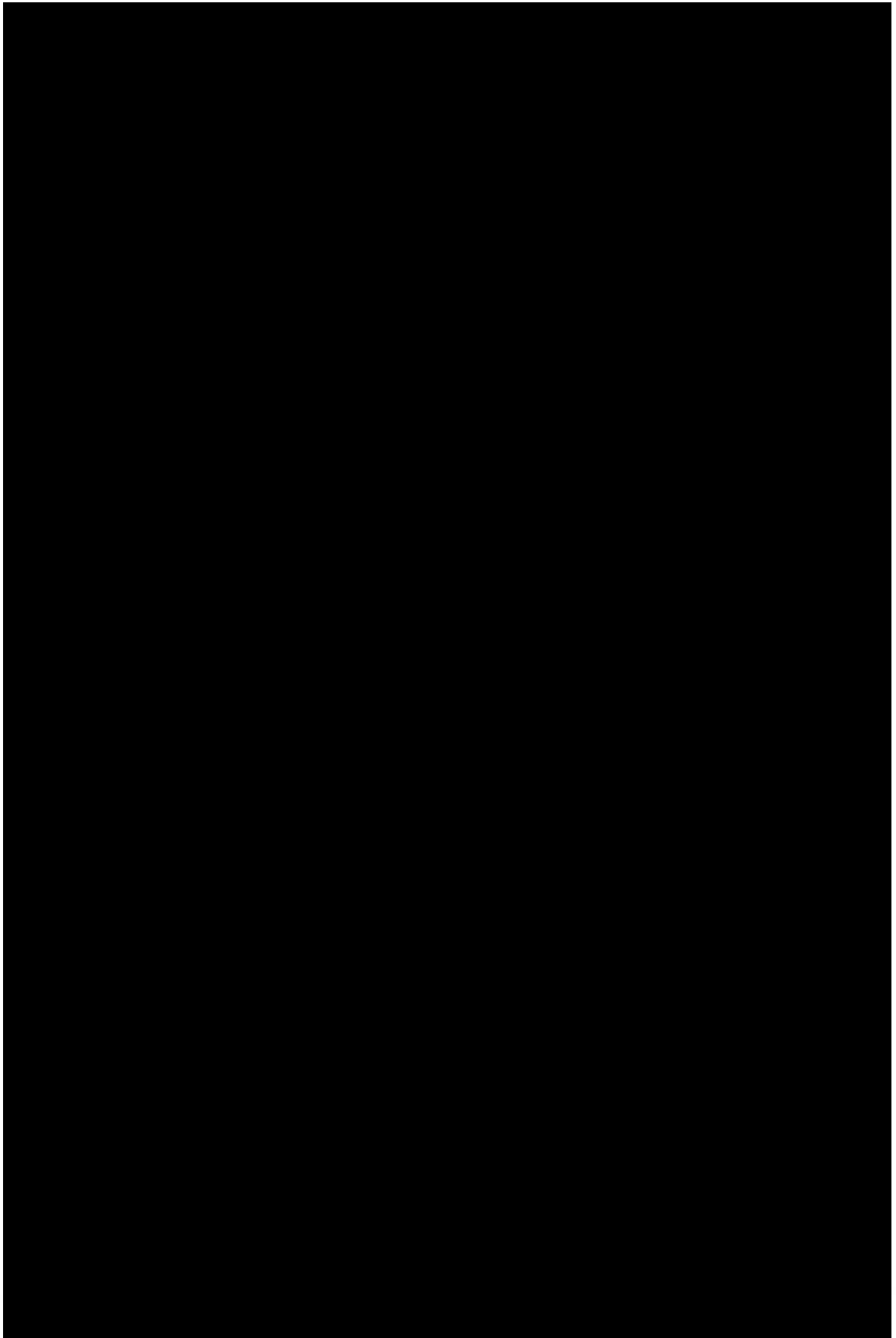
- (a) safety and quality;
- (b) financial, legal, human resources and commercial support;
- (c) executive management;
- (d) corporate infrastructure and support;
- (e) parent company fees;
- (f) corporate head office(s) running costs and payroll; and
- (g) attendance at meetings of the Management Review Group, the IDAR Panel and similar meetings (by the SSJ Contractor's non-site personnel).

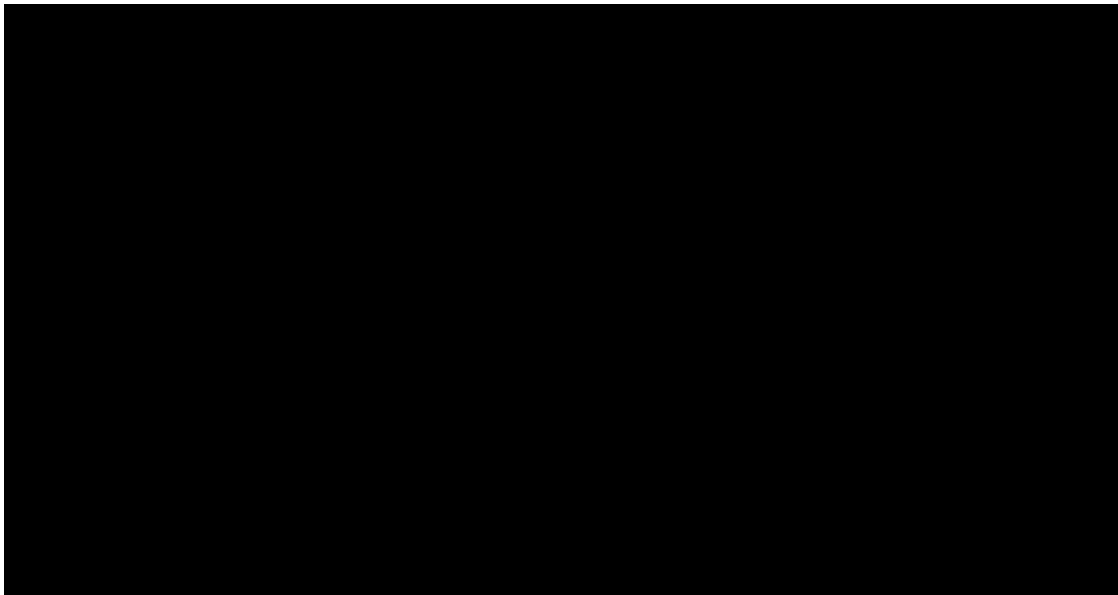
Management Fee (Delivery Phase) means

Management Fee (Delivery Phase) Adjustment means an adjustment to the Management Fee (Delivery Phase) in respect of a Management Fee (Delivery Phase) Adjustment Event, as agreed by the parties or calculated in accordance with clause 5.5.

Management Fee (Delivery Phase) Adjustment Event means







Management Fee (Provisional Sums) means [REDACTED]

Management Fee (Target Cost Development Phase) means [REDACTED]

Management Requirements or **MRs** means the documents which appear as Schedule D1 to this Contract.

Management Review Group means the group comprising the persons specified in clause 14.20 who must perform the functions specified in clause 14.21.

Mandatory Defect means a Defect which has been notified by the Principal's Representative under clause 13.2(a) at any time before the date that is 28 days prior to the Date of Construction Completion of any relevant Portion.

Material Adverse Planning Effect means:

- (a) a delay arising from the requirements or conditions of the Project Planning Approval (Sydenham to Bankstown) which is critical to the maintenance of progress in the execution of the SSJ Contractor's Activities and which will delay it in achieving Construction Completion of the Portion in the manner described in clause 15.9(a)(iii); or

(b) a material adverse effect arising from the requirements or conditions of the Project Planning Approval (Sydenham to Bankstown) on:

(i) the ability of the SSJ Contractor to comply with its obligations under this Contract;

(ii) the ability of the SSJ Contractor to perform its obligations under the Contract without incurring additional cost or expense;

(iii) the Principal's rights and/or obligations under this Contract; or

(iv) the objectives for Sydney Metro City & Southwest as contemplated in this Contract.

Milestones means the milestones as set out under Schedule A2 and **Milestone** means any one of them.

Minor Defect means a Defect which:

(a) is capable of being corrected:

(i) after the relevant part of the Construction Site has been handed over to the Principal; and

(ii) without causing delay or disruption to the activities that are to be performed by:

(A) the Operator under its contract with the Principal; or

(B) any Interface Contractor under its contract with the Principal;

within the relevant part of the Construction Site; and

(b) the Independent Certifier determines the SSJ Contractor has reasonable grounds for not promptly correcting prior to handover of the relevant Portion to the Principal,

but does not include a Mandatory Defect, an Accepted Defect or an Agreed Defect.

Minor Non-Compliance means a minor error, minor omission or minor non-compliance:

(a) which:

(i) does not:

(A) prevent the Project Works or the Temporary Works from being fit for their intended purpose; or

(B) prevent the achievement of the performance requirements specified in the SWTC;

(C) (in the case of Third Party Agreement Design Documentation for the Sydney Trains Interface Works only) interfere with Sydney Trains operations or activities or the safe operation of Sydney Trains' Facilities; and

- (ii) the Independent Certifier determines the SSJ Contractor has reasonable grounds for not promptly correcting prior to the certification required to be obtained under this Contract; or
- (b) the parties agree is a Minor Non-Compliance.

Mitigation Measure means a measure, action, standard or precaution to mitigate the impact of the Project Works, as specified in:

- (a) the Sydney Metro City & South West Chatswood to Sydenham Preferred Infrastructure Report located on the NSW Department of Planning and Environment website <http://www.planning.nsw.gov.au> <http://www.planning.nsw.gov.au>;
- (b) [the Revised Environmental Mitigation Measures \(Sydenham to Bankstown\)](#); and
- (c) ~~(b)~~ Schedule E3.

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

Native Title Claim means any claim or application for a determination of native title under the Native Title Act 1993 (Cth) or any similar Law.

Network Rules means the rules, systems and procedures relating to railway operations established or adopted by Sydney Trains in its capacity as a rail infrastructure manager to ensure the safety of its railway operations for the purposes of section 52(3)(c) and 52(4)(c) (Duties of rail transport operators) of the Rail Safety National Law which are available at <https://railsafe.org.au/> or as otherwise advised by the Principal.

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

Nominated Member has the meaning given to that term in clause 20.3.

Non-Contestable Utility Service Work means the work identified as Non-Contestable Utility Service Work in Schedule A22.

Notice of Completion means a notice in the form of Schedule B11 issued by the Independent Certifier pursuant to clause 17.4(b).

Notice of Construction Completion means a notice in the form of Schedule B10 issued by the Independent Certifier pursuant to clause 17.2(e)(i).

Notice of Dispute means a notice given under clause 20.4.

Notice of Issue means a notice given under clause 20.3.

NRT means NRT Pty Ltd (ACN 166 610 313).

NSW Code has the meaning given in clause 9.12.

NSW Guidelines has the meaning given in clause 9.12.

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

NSW Trains means NSW Trains, a body corporate constituted by Part 2B of the *Transport Administration (General) Regulation 2005* (NSW).

ONRSR means the Office of the National Rail Safety Regulator constituted under the Rail Safety National Law.

Original Milestone Date means the date described as the original milestone date for each Milestone in Table 3 of Schedule A2.

Operator means an entity that is engaged by the Principal to operate and, if required by the Principal, maintain all or part of the Project.

Open Book Basis means the provision of pricing, costing and other information to enable an assessment of actual costs and profit margins in a clear, transparent and fully auditable manner.

Other Contractor means any contractor, consultant, artist, tradesperson or other person engaged by the Principal or others to do work on or about the Construction Site, other than the SSJ Contractor and its subcontractors of any tier involved in the SSJ Contractor's Activities.

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

OTS Project Deed means the deed titled "North West Rail Link Operations, Trains and Systems Project Deed" between the Principal and NRT dated 15 September 2014.

OTS Project Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that NRT must, in accordance with the OTS Project Deed, design, construct, manufacture, install, test and commission for the purposes of completing Sydney Metro Northwest, including equipment, systems (including all information and communications systems), hardware and software, stations, rolling stock, trackwork and support structures and the stabling yard and maintenance depot and control centre.

OTS2 Project Deed means a deed between the Principal and the Operator for the provision of the OTS2 Project Works and the performance of various services, including in particular the operation and maintenance of Sydney Metro City & Southwest and Sydney Metro Northwest.

OTS2 Project Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that the Operator must, in accordance with the OTS2 Project Deed, design, construct, manufacture, install, test and commission for the purposes of completing Sydney Metro City & Southwest.

OTSI means the Office of Transport Safety Investigations constituted under the *Transport Administration Act 1988* (NSW).

Outturn Cost means the Contract Price less:

- (a) the Design Fee (Target Cost Development Phase);
- (b) the Design Fee (Signalling);
- (c) the Management Fee (Target Cost Development Phase);
- (d) the Preliminaries Fee (Target Cost Development Phase);
- (e) the Target Cost Development Phase Site Investigations Fee; and

- (f) amounts paid for Provisional Sum Work under clause 12.17; and
(g) amounts paid for the BL Investigation Works in accordance with Change Order 018.

Parent Company Guarantee means the deed which appears in Schedule F4.

Parent Company Guarantor means the entity identified in Schedule A1.

Payment Claim has the meaning given to it in clause 16.2(a) of this Contract.

Payment Schedule has the meaning given to it in section 14 of the SOP Act.

PDCS means the Principal's web based TeamBinder project data and collaboration system, or such other electronic project data and collaboration system notified by the Principal's Representative under clause 22.1(b).

Peak Hours means the hours between 0600 and 0900 and 1600 and 1800 respectively on Monday to Friday (excluding public holidays).

Permitted Use means the investigation, design, construction, testing, commissioning and completion of the Project Works and the Temporary Works, the carrying out of the SSJ Contractor's Activities and the performance by the SSJ Contractor of its other obligations under this Contract.

Permitted Variation means a variation to the Subcontract or the Subcontract works which:

- (a) will not cost, or result in an increase to the cost of the Subcontract works of, more than [REDACTED];
- (b) will not cost, or result in an increase to the cost of the Subcontract works of, more than [REDACTED] when aggregated with the costs of all variations to the Subcontract or Subcontract works made up to that time;
- (c) except in respect of a variation of the type contemplated by paragraph (d), will not result in an increase to the Design Fee (Signalling) Contract Upper Limiting Fee;
- (d) is a deemed variation under clause 16.6 of the Design Work (Signalling) Contract; or
- (e) will not extend the date for practical completion under the Subcontract by more than 5 Business Days for any single variation or more than 20 Business Days when aggregated with all variations made up to that time,

but which is not a variation to the Subcontract works:

- (f) as to quality (other than a variation to increase or better the quality);
- (g) which would or might adversely affect the suitability of the Project Works for their intended purpose; or
- (h) which is inconsistent with the requirements of, or would breach or cause the breach of, any SSJ Contract Document.

Planning Approval means each of:

- (a) the Project Planning Approval (Chatswood to Sydenham);

(b) the Project Planning Approval (Sydenham to Bankstown);

(c) ~~(b)~~ 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 EP&A Act in respect of the SSJ Contractor's Activities; and

(d) ~~(e)~~ any Mitigation Measures and statements of commitment that are required to be complied with or fulfilled in the documents referred to in paragraphs (a) and (b).

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

Portion means a part of the SSJ Contractor's Activities or Project Works, as described in Schedule A2 or as determined under clause 17.5(a) or directed under clause 17.5(d).

PPA Notice has the meaning given in clause 7.10(b).

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

PPS Law means:

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

Practical Completion (Sydney Trains Works) has the meaning given to the term "Practical Completion" in respect of the Sydney Trains Works in the Sydney Trains Transition Agreement.

Practical Completion (WAD Road Works) has the meaning given to the term "Practical Completion" in the WAD.

Preliminaries means that part of the SSJ Contractor's Activities other than the Design Work or Reimbursable Work, including those tasks or matters specified in Schedule C2.

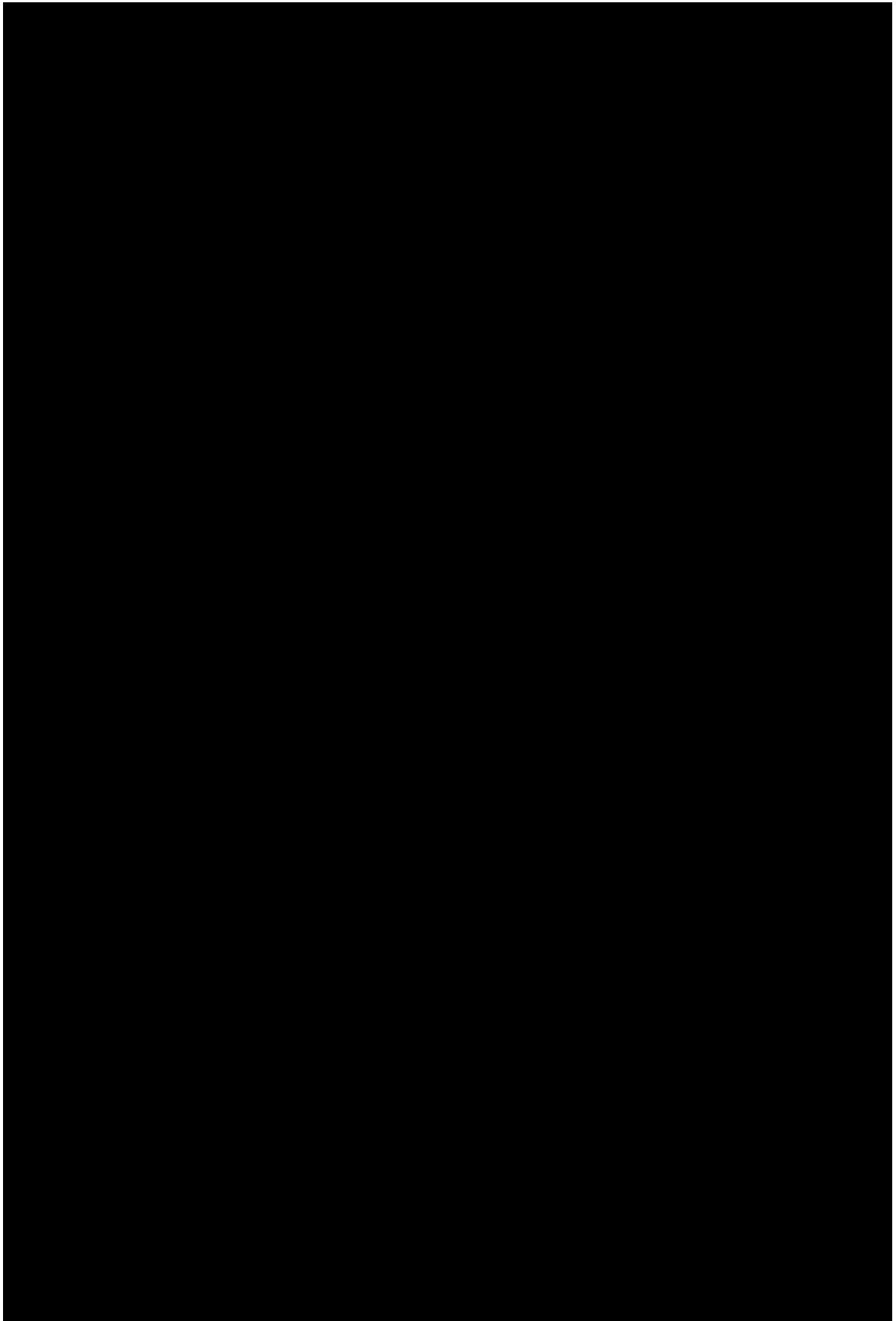
Preliminaries Fee means the Preliminaries Fee (Target Cost Development Phase) and Preliminaries Fee (Delivery Phase).

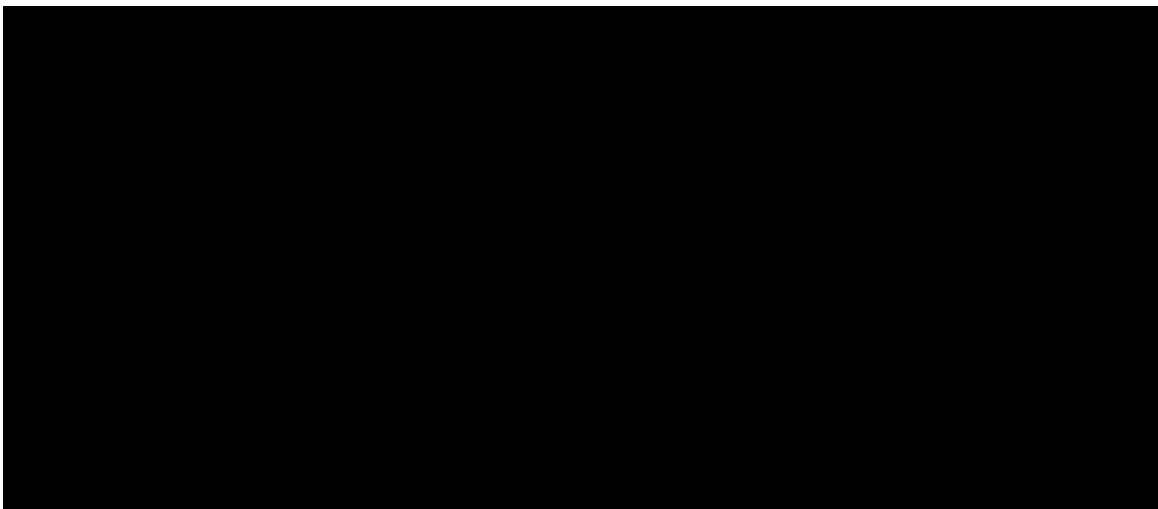
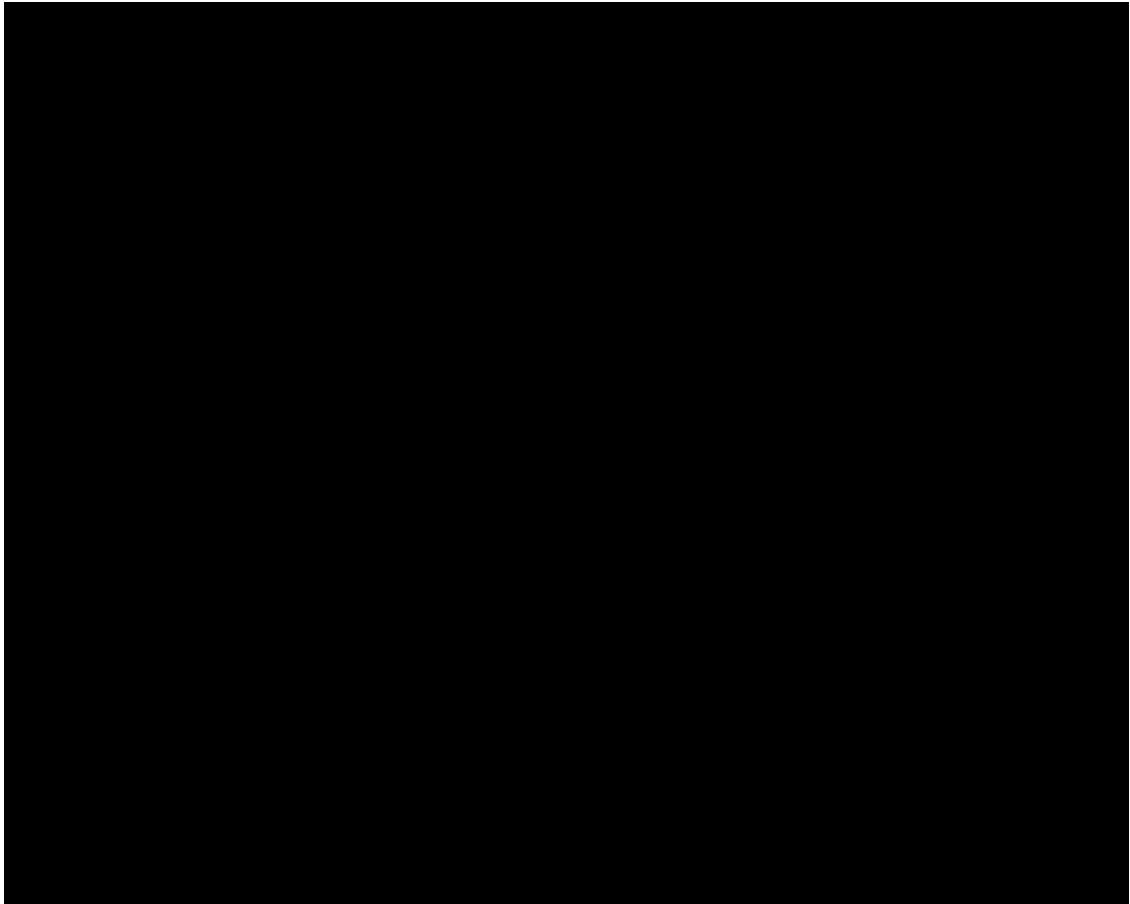
Preliminaries Fee (Delivery Phase) means [REDACTED]

Preliminaries Fee (Delivery Phase) Adjustment means an adjustment to the Preliminaries Fee (Delivery Phase) in respect of a Preliminaries Fee (Delivery Phase) Adjustment Event, as agreed by the parties or calculated in accordance with clause 5.4.

Preliminaries Fee (Delivery Phase) Adjustment Event means any of the following:

[REDACTED]





Preliminaries Fee (Target Cost Development Phase) means [REDACTED]
[REDACTED]

Principal means TfNSW.

Principal Insurance Policy means a policy of insurance required under clause 18.3.

Principal Supplied Items means the items listed in Schedule A18.

Principal's Design Re-Review Period means the number of Business Days taken by the SSJ Contractor to re-submit the Design Documentation rejected under clause 10.8(c)(ii)(A) or the Asset Management Information rejected under clause 9.15(c)(i) (as applicable), provided that:

- (a) if the SSJ Contractor has taken less than 5 Business Days to re-submit the Design Documentation or Asset Management Information (as applicable), the period is 5 Business Days; or
- (b) if the SSJ Contractor has taken more than 10 Business Days to re-submit the Design Documentation or Asset Management Information (as applicable), the period is 10 Business Days.

Principal's Representative means:

- (a) the person nominated in Schedule A1; or
- (b) any other person appointed from time to time by the Principal under clause 14.2, and includes any appointee under clause 14.3.

Prohibited Subcontractor means:

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

Project means the Sydney Metro City & Southwest project which will, as part of the completion of Sydney Metro City & Southwest, include the integration of Sydney Metro Northwest to form a single end to end metro system from Cudgegong Road to Bankstown and the operation of the same.

Project Bank Account means the bank account established during the Target Cost Development Phase and held in the SSJ Contractor's name.

Project Health and Safety Management Plan means the plan which forms part of the Contract Management Plan which is required to be provided and implemented by the SSJ Contractor pursuant to the MRs and which must:

- (a) set out in adequate detail the procedures the SSJ Contractor will implement to manage the Project Works and the performance of the SSJ Contractor's Activities from a health and safety perspective; and
- (b) describe how the SSJ Contractor proposes to ensure the Project Works and the SSJ Contractor's Activities are performed consistently with Law in relation to WHS and rail safety.

Project Planning Approval (Chatswood to Sydenham) means:

- (a) the approval granted by the Minister for Planning and Infrastructure under section 115ZB of the *EP&A Act* dated 9 January 2017, a copy of which is located on the NSW Department of Planning and Environment website <http://www.planning.nsw.gov.au>; and
- (b) includes all:
 - (i) conditions to such approval; and
 - (ii) documents incorporated by reference,

as modified from time to time.

Project Planning Approval (Sydenham to Bankstown) means:

- (a) the approval in relation to the Project Planning Approval Application (Sydenham to Bankstown), once granted by the Minister for Planning under section 5.19 (previously section 115ZB) of the EP&A Act; and
- (b) includes all:
 - (i) conditions to such approval; and
 - (ii) documents incorporated by reference.

as modified from time to time.

Project Planning Approval Application (Sydenham to Bankstown) means the application for approval under Part 5.1 of the EP&A Act in respect of Sydney Metro City & Southwest (Sydenham to Bankstown) submitted by the Principal to the Minister for Planning as described in clause 7.9(a).

Project Site means the land described as the Project Site in section 2 of the Site Access Schedule.

Project Values means the values that will guide the delivery of the Project, being:

- (a) safety & wellbeing;
- (b) collaboration;
- (c) integrity;
- (d) innovation;
- (e) excellence; and
- (f) achievement.

Project Works means the physical works which the SSJ Contractor must design, construct, complete and hand over under this Contract (including, to the extent relevant to such works, Changes directed in accordance with this Contract), including the Works and Third Party Works, but excluding Temporary Works.

- (c) loss of use of or access to any real or personal property where such loss of use or access is caused by the SSJ Contractor's wrongful act or omission or breach of this Contract and the SSJ Contractor:
 - (i) recovers its liability for that loss under a Principal Insurance Policy; or
 - (ii) ~~(iii)~~ is indemnified or entitled to be indemnified for its liability for that loss under a SSJ Contractor Insurance Policy,
 or would have recovered its liability or been indemnified or entitled to be indemnified for its liability (as applicable) for that loss but for:
 - (iii) ~~(iv)~~ the operation of any deductible or excess that the SSJ Contractor is required to bear under this Contract; or
 - (iv) ~~(v)~~ any act or omission of the SSJ Contractor or its Associates including any failure by the SSJ Contractor to:
 - (A) diligently pursue a claim under the relevant policy of insurance;
 - (B) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or
 - (C) comply with its insurance obligations under this Contract.

Qenos means Qenos Pty Ltd (ABN 62 054 196 771).

RailCorp means Rail Corporation New South Wales, 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 Infrastructure Manager has the meaning given to that term in the Rail Safety National Law.

Rail Safety National Law means the *Rail Safety National Law 2012* (NSW) No 82a, as defined in the *Rail Safety (Adoption of National Law) Act 2012*, and any associated regulations.

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

RailCorp means Rail Corporation New South Wales a NSW Government agency constituted by section 4 of the *Transport Administration Act 1988* (NSW).

Recognised Aboriginal Business has the same meaning given to "Certified Aboriginal Business" in MR-Prelude.

Recognised Aboriginal Business Subcontract means an agreement which is entered into between the SSJ Contractor and a Recognised Aboriginal Business.

Recommendation has the meaning given to that term in clause 20.4.

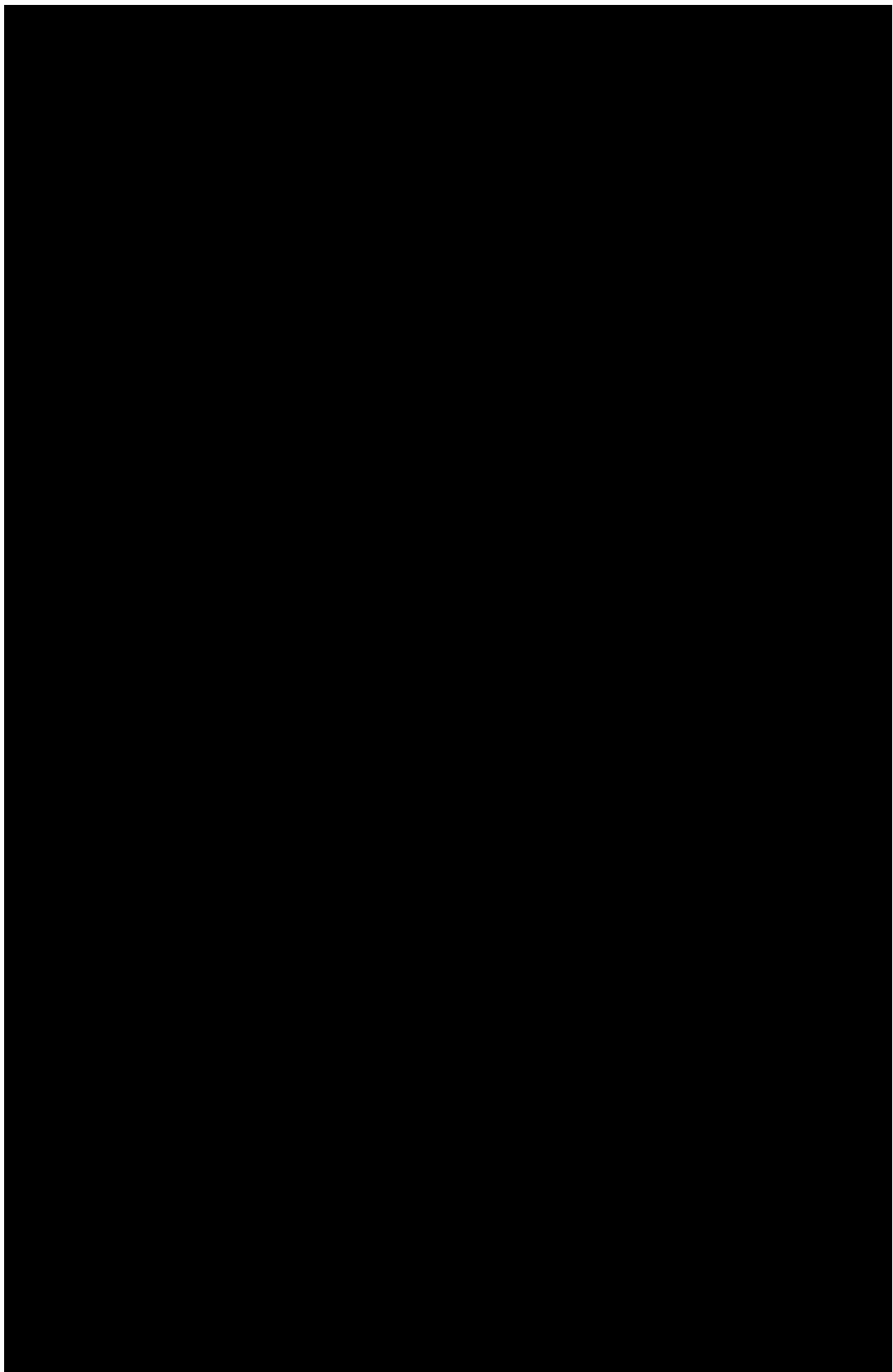
Recovery Plan means a plan that complies with the requirements of clause 15.6(a).

Reimbursable Cost Element means [REDACTED]
[REDACTED]
[REDACTED]

Reimbursable Cost Element Adjustment means an adjustment to the Reimbursable Cost Element in respect of a Reimbursable Cost Element Adjustment Event, as agreed by the parties or calculated in accordance with clause 5.2. A Reimbursable Cost Element Adjustment can be a positive or negative amount.

Reimbursable Cost Element Adjustment Event means:

- [REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]



Reimbursable Costs means the aggregate of:

- (a) in respect of:
 - (i) Reimbursable Work other than Self-Performed Reimbursable Work, all amounts properly and actually incurred and payable by the SSJ Contractor to Subcontractors for the performance of Reimbursable Work in accordance with the Approved Subcontract Agreements; and
 - (ii) Self-Performed Reimbursable Work (if any):
 - (A) to the extent that the SSJ Contractor and the Principal's Representative have agreed that the Self-Performed Reimbursable Work will be subject to a fixed price, that agreed amount; and
 - (B) otherwise, the sum ascertained by multiplying the number of hours the labour resource or Construction Plant is employed in the execution of the Self-Performed Reimbursable Work for any given period under the Contract by:
 - (aa) the applicable rate in Schedule F2; or
 - (bb) where there is no applicable agreed rate in Schedule F2 or otherwise agreed between the parties in writing, a reasonable rate (which will exclude any margin for off-site overheads or profit) as determined by the Principal's Representative;
- but excluding, in any event, all Excluded Costs;
- (b) any amount agreed under clause 12.14(i); and
- (c) any other amount stated in this Contract to be "Reimbursable Costs",

less, in respect of any Defect which is the subject of an instruction under clause 13.2(a)(iii), the amount determined by the Principal's Representative pursuant to clause 13.4.

Reimbursable Work means the entirety of the SSJ Contractor's Activities other than:

- (a) the activities covered by the Management Fee, the Design Work and the Preliminaries; and
- (b) the Target Cost Development Phase Site Investigations.

Related Body Corporate has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

Remediation has the meaning given in the *Contaminated Land Management Act 1997* (NSW).

Reports means:

- (a) the Initial Reports; and
- (b) the reports obtained by the SSJ Contractor as part of the Target Cost Development Phase Activities and directed by the Principal to be Reports;

(c) on and from the date provided to the Principal, the reports obtained by the SSJ Contractor as part of the BL Investigation Works,

and **Report** means any one of them as the context may require.

Required Rating means a credit rating of at least A by Standard and Poor's (Australia) Pty Limited or A2 by Moody's Investors Service, Inc. (or such other credit rating as the Principal may approve in writing from time to time) or, if no rating is provided by Standard and Poor's (Australia) Pty Limited or by Moody's Investors Service, Inc., an equivalent rating with another reputable rating agency.

Resolution Institute means the Resolution Institute, Australia.

Revised Environmental Mitigation Measures (Sydenham to Bankstown) means the Baseline Mitigation Measures or any revised environmental mitigation measures related to and described in the Sydney Metro City & South West Sydenham to Bankstown Preferred Infrastructure Report located on the NSW Department of Planning and Environment website <http://www.planning.nsw.gov.au> in respect of the Project Planning Approval (Sydenham to Bankstown).

RFP means the request for proposal issued by the Principal on 6 April 2017, as amended from time to time.

Risk Register means a register of risks which the parties have notified in accordance with clause 14.19.

RMS means the Roads and Maritime Services, a NSW Government agency constituted by section 46 of the Transport Administration Act 1988 (NSW).

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

Safety Management System has the meaning given to that term in the Rail Safety National Law.

Schedule of Rates means the schedule of rates set out in Schedule F2.

Second SSJ Amendment Deed means the document titled "Second SSJ Amendment Deed" between the Principal and the SSJ Contractor.

Security Interest has the meaning given to that term in clause 22.17.

Self-Performed Design Work means the part of the Design Work (Delivery Phase) to be performed by the SSJ Contractor itself or a Related Body Corporate of the SSJ Contractor as described in Schedule F2.

Self-Performed Margin means [REDACTED]
[REDACTED]
[REDACTED]

Self-Performed Reimbursable Work means the part of the Reimbursable Work to be performed by the SSJ Contractor itself or a Related Body Corporate of the SSJ Contractor, including supervision of that work.

Share of Cost Overrun means the amount determined by applying the percentage stated in Schedule A1 to the amount (if any) by which the Outturn Cost is greater than the Target Cost.

Share of Savings means the amount determined by applying the percentage stated in Schedule A1 to the amount (if any) by which the Outturn Cost is less than the Target Cost.

Signalling Designer means the person referred to in Schedule A1 performing the Design Work (Signalling).

Site Access Schedule means Schedule E1.

SMCSW Master Interface Protocols Deed Poll means the deed poll substantially in the form of Schedule A26.

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

SSC Contractor means the contractor appointed by the Principal to perform the south west stations and corridor works.

SSJ Contract Documents means:

- (a) this Contract;
- (b) the Independent Certifier Deed;
- (c) the SSJ Operator Cooperation and Integration Deed;
- (d) each SSJ Interface Contractor Cooperation and Integration Deed;
- (e) the Deeds of Disclaimer;
- (f) the Collateral Warranty Deed Poll; and
- (g) the SMCSW Master Interface Protocols Deed Poll.

SSJ Contractor means the person named as the SSJ Contractor in Schedule A1.

SSJ Contractor Insurance Policy means a policy of insurance required under clause 18.4.

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

- (a) the Design Work, the Preliminaries, the Reimbursable Work, the Provisional Sum Work and the correction of Defects;
- (b) the activities covered by the Management Fee; and
- (c) without limiting paragraph (a):
 - (i) the design, construction, testing, Commissioning and hand-over of the Project Works;
 - (ii) the provision of Temporary Works and Construction Plant; and
 - (iii) anything incidental or ancillary to the obligations in paragraphs (i) to (ii).

SSJ Contractor's Program means the program prepared and provided by the SSJ Contractor in accordance with clause 15.2, as developed and updated in accordance with clause 15.2 from time to time.

SSJ Contractor's Representative means the person notified to the Principal's Representative in accordance with clause 14.4(a) as being the SSJ Contractor's Representative.

SSJ Interface Contractor Cooperation and Integration Deed means a deed to be entered into between the Principal, the SSJ Contractor and an Interface Contractor substantially in the form of Schedule A19.

SSJ Operator Cooperation and Integration Deed means the deed between the Principal, the SSJ Contractor and the Operator substantially in the form of Schedule A20.

Stage 1 Design means the first stage of design for the Stations and Line-wide Works undertaken by MTR Corporation (Sydney) SMCSW Pty Limited and Arcadis Australia Pacific Pty Ltd and Mott MacDonald Pty Ltd.

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

Stations and Line-wide Works means the physical works to be designed and constructed for:

- (a) the stations, mechanical and electrical works component of the Project for the City Stations including excavation of remaining station shafts, station structure and station fitout; and
- (b) the line-wide components of the Project including lifts and escalators, tunnel ventilation, track including tunnel service, stabling, combined services cable brackets, high voltage power supply, overhead line and traction supply, radio communications and platform screen doors and mechanical gap fillers.

Subcontract includes an agreement for supply of goods or services (including professional services and plant hire) or both, and includes the Design Agreements.

Subcontract Proposal means a document issued by the SSJ Contractor under clause 12.2.

Subcontract Tender Documentation in relation to a Subcontract Proposal, means:

- (a) the Design Documentation, which the SSJ Contractor is entitled to use for tendering purposes under clause 14.11(k), relevant to the part of the Reimbursable Work to be subcontracted;
- (b) the conditions of the Subcontract which must, unless otherwise expressly directed in writing by the Principal's Representative, be on the terms approved by the Principal's Representative;
- (c) if the Principal's Representative so directs, a request for tender; and
- (d) any other documentation necessary for that part of the Reimbursable Work to be subcontracted.

Subcontractor means any person (including a supplier and a Designer) engaged by the SSJ Contractor to perform any part of the Project Works not being performed by the SSJ Contractor as Self-Performed Reimbursable Work.

Survey Certificate has the meaning given to that term in the *Surveying and Spatial Information Regulation 2012* (NSW).

Survey Plan has the meaning given to that term in the *Surveying and Spatial Information Act 2002* (NSW).

SWTC means the Scope of Works and Technical Criteria for the Project Works described in Schedule C1.

Sydney Metro Northwest Augmentation has the meaning given to that term in clause 1.7(a)(ii).

Sydney Metro Northwest means the railway line from Chatswood to Cudgegong Road, including the stabling yard and maintenance depot at Tallawong Road, the stations, tunnels, viaduct, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure.

Sydney Trains means Sydney Trains a body corporate constituted by Part 2A of the *Transport Administration (General) Regulation 2005* (NSW).

Sydney Trains' Facilities has the meaning given to that term in the Sydney Trains Transition Agreement.

Sydney Trains Interface Works means:

- (a) the Sydney Trains Works; and
- (b) the Sydney Trains Project Works.

Sydney Trains Project Works has the meaning given to the term "Sydney Metro Works" in the Sydney Trains Transition Agreement.

Sydney Trains Transition Agreement means the Draft Third Party Agreement titled "Sydney Metro City & Southwest – City and Southwest Transition Agreement" and the "Scope of Works and Access Schedule for the Sydenham Station and Junction Works" each

between the Principal, RailCorp and Sydney Trains (as may be updated or replaced in accordance with clause 3.6).

Sydney Trains Works has the meaning given to the term "Sydney Trains Works" in the Sydney Trains Transition Agreement.

Sydney Water means Sydney Water Corporation (ABN 49 776 225 038).

Sydney Water Stormwater Drainage Works means the works described in section 2.3.4 of the SWTC.

Target Cost means [REDACTED]

Target Cost Development Phase means the phase commencing on execution of this Contract during which the SSJ Contractor carried out the:

- (a) Target Cost Development Phase Activities; and
- (b) the other SSJ Contractor's Activities as contemplated by Change Order 002.

Target Cost Development Phase Activities means the activities described in Schedule A4.

Target Cost Development Phase Fees means:

- (a) the Design Fee (Target Cost Development Phase);
- (b) the Management Fee (Target Cost Development Phase);
- (c) the Preliminaries Fee (Target Cost Development Phase);
- (d) the Target Cost Development Phase Site Investigations Fee; and
- (e) those fees payable in accordance with Change Order 001.

Target Cost Development Phase Site Investigations means the site investigations described in Schedule A4.

Target Cost Development Phase Site Investigations Fee means [REDACTED]

Target Cost Offer means the target cost offer submitted by the SSJ Contractor dated 17 May 2018.

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 but does not include GST.

Telstra means Telstra Corporation Limited ABN 33 051 775 556.

Temporary Areas means the land described as the Temporary Areas in section 3 of the Site Access Schedule.

Temporary Shutdown means a temporary shutdown set out in Table 2 of Schedule E2.

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

Tendering Probity Plan means the tendering probity plan prepared by the SSJ Contractor and finalised under clause 12.15, which must set out in adequate detail all procedures the SSJ Contractor will implement to ensure the probity and competitiveness of the tender process for Reimbursable Work is maintained including:

- (a) the matters specified in Schedule A1; and
- (b) any other matters required by the Principal's Representative.

TfNSW means Transport for NSW, an entity constituted as a body corporate by section 3C of the *Transport Administration Act 1988* (NSW) and all present and future iterations of that body corporate which continue in existence under the *Transport Administration Act 1988* (NSW) or any other legislation or another entity appointed to undertake some or all of the functions of that body.

TfNSW Configuration Management Plan means the plan available at <https://www.transport.nsw.gov.au/operations/standards-and-accreditation/standards/find-a-standard/tfnsw-configuration-management>.

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

Third Party Agreement means:

- (a) an agreement which appears in Schedule E5;
- (b) any Draft Third Party Agreement or Additional Third Party Agreement which the SSJ Contractor must comply with pursuant to clause 3.6; and
- (c) any other agreement that the Principal from time to time informs the SSJ Contractor constitutes a 'Third Party Agreement'.

Third Party Agreement Design Documentation means any Design Documentation that is required to be submitted under or in connection with any Third Party Agreement.

Third Party Works means the Local Area Works, Property Works and Utility Service Works.

TNAC has the meaning given in the TfNSW Configuration Management Plan.

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

Track Possession or Temporary Shutdown Staff means the personnel agreed by the Principal and the SSJ Contractor under clause 12.21 to be required for a relevant weekend Track Possession or Temporary Shutdown.

TSE Contractor means the contractor appointed by the Principal to perform the tunnels and station excavation works.

TSOM Contractor means the contractor appointed by the Principal or the Operator to perform the signalling system, central control system and communication system works.

Unforeseeable PA Conditions are requirements and conditions of:

- (a) the Project Planning Approval (Sydenham to Bankstown) which are not part of, or are different to, the Baseline Conditions; or
- (b) the Revised Environmental Mitigation Measures (Sydenham to Bankstown), which are not part of, or are different to the Baseline Mitigation Measures,

and which have a Material Adverse Planning Effect.

Unknown Utility Services Work means [REDACTED]

Unowned Parcel means a parcel of land and property of which the Principal is not the registered proprietor and in relation to which, or upon which, Property Works are to be undertaken.

Urgent Defect means a Defect, which:

- (a) poses an actual or potential risk:
 - (i) to the health or safety of any person; or
 - (ii) of loss of or damage to property; or
- (b) if not corrected, will delay or disrupt the construction activities to be performed by the Operator or any Interface Contractor.

Utility Service means any utility, service facility or item of public (State or Federal) or private infrastructure, including railway systems, above ground and below ground utility, service facility or item of public or private infrastructure in a rail corridor, pedestrian and vehicular corridors, water, electricity, gas, fuel, telephone, existing drainage, stormwater, sewerage, industrial waste disposal and electronic communications service.

Utility Service Works means the construction, modification, or relocation of Utility Services all of which are to be designed and constructed by the SSJ Contractor and handed over to the Principal, an Authority or any other person in accordance with this Contract including any such works specified in section 2.3.3 of the SWTC (and including, to the extent relevant to such works, Changes directed in accordance with this Contract).

Value for Money means an approach that balances quality levels, performance standards, risk, price and whole of life costs, having regard to the requirements of this Contract.

WAD means the Draft Third Party Agreement titled "Sydney Metro City & Southwest – Works Authorisation Deed" between the Principal and RMS (as may be updated or replaced in accordance with clause 3.6).

WAD Project Works has the meaning given to the term "Project Works" in the WAD.

WAD Proof Engineer has the meaning given to the term "Proof Engineer" in the WAD.

WAD Road Works has the meaning given to the term "Road Works" in the WAD.

WAD Works has the meaning given to the term "Works" in the WAD.

Waste has the meaning given in the *Protection of the Environment Operations Act 1997* (NSW).

WHS means work health and safety.

WHS Accreditation Scheme means the Australian Government Building and Construction WHS Accreditation Scheme established by the *Fair Work (Building Industry) Act 2012* (Cth), or any scheme replacing it.

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

WHS Legislation means:

- (a) the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW); and
- (b) any legislation in other States and Territories of Australia addressing work health and safety which applies to the Project Works.

Workplace Relations Management Plan has the meaning given in clause 14.10(a)(vi).

Works means the physical works which the SSJ Contractor must design, construct, complete and hand over to the Principal in accordance with this Contract (including, to the extent relevant to such works, Changes directed in accordance with this Contract) but excluding the Third Party Works.

1.2 Interpretation

In this Contract:

- (a) headings are for convenience only and do not affect the interpretation of this Contract,

and unless the context indicates a contrary intention:

- (b) "person" includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) "includes" in any form is not a word of limitation;
- (e) 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 object as that Authority, institute, association or body;
- (f) a reference to a document (including this Contract and any other deed, agreement, instrument, guideline, code of practice or Code and Standard) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or any section or provision of either of these includes:
 - (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
 - (ii) any consolidations, amendments, re-enactments and replacements;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Contract;
- (i) a reference to:
 - (i) this Contract includes all schedules, exhibits (subject to clause 8.13(a)), attachments and annexures to it, including the SWTC; and
 - (ii) a reference to the SWTC includes all appendices to the SWTC;
- (j) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (k) if a 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) for the purposes of clauses 15.10, 15.11, and 15.12:
 - (i) any extension of time stated in days; or
 - (ii) any reference to "day",

will exclude days which are public holidays in Sydney and include only those days which are stated in the most recent Program submitted under clause 15.2 as working days;
- (m) for all purposes other than as set out in clause 1.2(l) or where otherwise designated as a Business Day, "day" means calendar day;
- (n) a reference to a court or tribunal is to an Australian court or tribunal;
- (o) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (p) a reference to a "month" is a reference to a calendar month;

- (q) a reference to "\$" or "dollar" is to Australian currency;
- (r) any reference to:
 - (i) the Project Works (including the Third Party Works);
 - (ii) the Temporary Works;
 - (iii) the Asset Management Information;
 - (iv) the SWTC;
 - (v) the Design Documentation; or
 - (vi) any other document or thing,
 or any part of any of them:
 - (vii) being fit for its purpose or for its intended purpose; or
 - (viii) as having an intended use,
 (or any similar reference) will be read as referring to the purpose, intended purpose or intended use having regard to:
 - (ix) the Principal's intention that the Project Works will be used as an integral part of an operating rail system intended to provide frequent high speed mass transit services between Bankstown and Chatswood and which may:
 - (A) be required to accommodate and utilise various rolling stock, railway track, rail systems and related equipment;
 - (B) be subject to continuous operation;
 - (C) be operated by either the State of New South Wales or by private operator(s) on its behalf;
 - (D) involve further development of rail stations, including station structures and fitout to the extent referred to in this Contract;
 - (E) be upgraded, augmented, extended and expanded to the extent referred to in this Contract;
 - (F) be connected to and/or integrated with other transport infrastructure to the extent referred to in this Contract; and
 - (G) involve future construction and development of buildings and/or other infrastructure on, over or adjacent to railway stations to the extent referred to in this Contract; and
 - (x) any purpose, intended purpose or intended use stated in, contemplated by or ascertainable from:
 - (A) this Contract, including:
 - (aa) the objectives referred to in clause 2; and

- (bb) the requirement that the Project Works, when completed, will be designed and constructed in compliance with all health and safety requirements of the WHS Legislation; or
- (B) (to the extent relevant for determining the purpose, intended purpose or intended use in connection with a Change) any document provided by the Principal to the SSJ Contractor specifically in connection with the Change (excluding any Information Documents);
- (s) any reference to the Project Works or any part of any of them being capable of remaining at all relevant times fit for their purpose or for their intended purpose will be read as being subject to the Principal, the Operator and their respective Associates operating and maintaining the Project Works in accordance with the operation and maintenance manuals forming part of the Asset Management Information;
- (t) any reference to "information" will be read as including information, representations, statements, data, samples, bore logs, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated;
- (u) any obligation of the SSJ Contractor under this Contract with respect to:
 - (i) a Contract Management Plan, will be read as an obligation with respect to the Initial Contract Management Plan, or where a version has been submitted to the Principal's Representative, the version of the relevant Contract Management Plan last submitted by the SSJ Contractor to the Principal's Representative under MR-PA; or
 - (ii) the Asset Management Information will be read as an obligation with respect to the version of the relevant Asset Management Information last submitted by the SSJ Contractor to the Principal's Representative under clause 9.15(a) which has not been rejected by the Principal's Representative under clause 9.15(c)(i);
- (v) words and terms defined in the GST Law have the same meaning in clauses concerning GST;
- (w) on the basis that the Principal is notionally liable to pay GST under the GST Law, a reference in this Contract to a liability to pay GST or an entitlement to an input tax credit includes any notional GST liability or input tax credit entitlement;
- (x) if a person is a member of a GST group, references to GST which the person must pay and to input tax credits to which the person is entitled to claim include GST which the representative member of the GST group of which the party is a member must pay and input tax credits to which the representative member is entitled;
- (y) where under this Contract:
 - (i) a direction is required to be given or must be complied with;
 - (ii) payment of money must be made;
 - (iii) an unconditional undertaking must be released; or
 - (iv) a default must be remedied,

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

- (z) for the avoidance of doubt, a reference to an Other Contractor includes an Interface Contractor;
- (aa) a reference to "direction" in the definition of "Claim" in clause 1.1 or in any of clauses 3.1(a)(vi), 14.1, 14.11(o), 20 and 23, 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;
- (bb) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Contract or any part;
- (cc) the word "subcontractor" will include subcontractors, suppliers, Designers and Subcontractors, and the word "subcontract" will include a contract with a subcontractor (including an Approved Subcontract Agreement);
- (dd) where, in this Contract, it is stated that the SSJ Contractor is not entitled to make any Claim against the Principal or words to this effect, then the SSJ Contractor releases absolutely the Principal from any Claim whatsoever and however arising (including in negligence) which the SSJ Contractor had or, but for this Contract, might have had in connection with the subject matter for which the Contract states that the SSJ Contractor has no entitlement to make a Claim;
- (ee) nothing in, or contemplated by, this Contract will be construed or interpreted as:
 - (i) constituting a relationship between the Principal, or the NSW Government and the SSJ Contractor and any of its related companies, of partners, joint venturers, fiduciaries, employer and employee or principal and agent; or
 - (ii) imposing any general duty of good faith on the Principal to the SSJ Contractor in relation to or arising out of the Project, other than to comply with the obligations (if any) expressly stated to be assumed by the Principal under the Contract on a good faith basis;
- (ff) when the Principal 'may' exercise a right or remedy, the Principal has an absolute discretion whether or not to do so, and is not required to exercise the discretion in good faith or having regard to, or for the benefit of, the SSJ Contractor; and
- (gg) if the Principal is required to exercise best or reasonable endeavours, the SSJ Contractor acknowledges that:
 - (i) the Principal will only be obliged to bring about the relevant outcome to the extent that it is reasonably able to do so, having regard to its resources and other responsibilities;
 - (ii) the Principal cannot guarantee the relevant outcome; and
 - (iii) the Principal, by undertaking to exercise reasonable endeavours, does not agree to:
 - (A) interfere with or influence the exercise by any person of a statutory power or discretion;

- (B) exercise a power or discretion or otherwise act in a manner that promotes the objectives and expected outcomes of the Contract if the Principal regards that exercise as not in the public interest;
- (C) develop policy or legislate by reference only or predominantly to the interests of the Contract;
- (D) procure legislation in the future in a manner that is only consistent with the objectives and expected outcomes of the Contract; or
- (E) act in any other way that the Principal regards as not in the public interest; and

(hh) the interpretations of:

- (i) SSJ Contractor's Activities;
- (ii) Project Works;
- (iii) Temporary Works;
- (iv) Works;
- (v) Third Party Works;
- (vi) Local Area Works;
- (vii) Property Works;
- (viii) Utility Service Works;
- (ix) Construction Site;
- (x) Project Site;
- (xi) Temporary Areas;
- (xii) Construction Completion;
- (xiii) Date for Construction Completion;
- (xiv) Date of Construction Completion;
- (xv) Completion;
- (xvi) Date for Completion;
- (xvii) Date of Completion; and
- (xviii) Defects Correction Period,

and clauses 8.1 to 8.5, 10.3(a)(v), 3.5, 3.10, 12.18, 15, 16.2, 18.1, 18.4, 18.5, 18.16, Schedules F1 and F2, the SWTC and the MRs will apply separately to each Portion (including any Portion determined under clause 17.5) and references therein to any of the terms in clauses 1.2(hh)(i) to 1.2(hh)(xviii) (inclusive) will mean so much of the SSJ Contractor's Activities, Project Works, Temporary Works, Works, Third Party Works, Local Area Works, Property Works, Utility Service Works,

Construction Site, Project Site, Temporary Areas, Construction Completion, Date for Construction Completion, Date of Construction Completion, Completion, Date for Completion, Date of Completion and Defects Correction Period as is comprised in, or associated with, the relevant Portion.

1.3 **Ambiguous terms**

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

1.4 **Order of Precedence**

- (a) In the event of any other inconsistency, ambiguity or discrepancy between the various documents comprising this Contract then:
 - (i) where the inconsistency, ambiguity or discrepancy is between two or more documents that together comprise the SWTC, 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 A1 applies.
- (b) The SWTC, the MRs and the Environmental Documents 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 Project Works comply with this Contract and are fit for their intended purposes.

1.5 **Deeds Poll by SSJ Contractor**

The SSJ Contractor must, within 10 days of the date of this Contract, provide to the Principal's Representative an executed deed poll:

- (a) in the form set out in Schedule A9 in favour of Sydney Trains; and
- (b) in the form set out in Schedule A10 in favour of Sydney Trains and RailCorp.

1.6 **Authorities**

- (a) This Contract will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of:
 - (i) the Principal or any other Rail Transport Agency to exercise any of their respective functions and powers pursuant to any legislation; or
 - (ii) the ASA to exercise any of its functions and powers pursuant to the ASA Charter.
- (b) Without limiting clause 1.6(a), anything the Principal, any other Rail Transport Agency or ASA do, or fail to do or purport to do, pursuant to their respective

functions and powers either as an AEO or under any legislation or the ASA Charter, will be deemed not to be an act or omission by the Principal under this Contract.

1.7 **Sydney Metro Northwest Augmentation**

- (a) The parties acknowledge that:
 - (i) the Principal and NRT are parties to the OTS Project Deed under which NRT must undertake the OTS Project Works and subsequently operate and maintain Sydney Metro Northwest;
 - (ii) the OTS Project Deed contains provisions pursuant to which the Principal and NRT may seek to negotiate and agree an augmentation which includes the design, construction, testing and commissioning of the OTS2 Project Works and the subsequent operation and maintenance of the combined Sydney Metro City & Southwest extension and Sydney Metro Northwest (**Sydney Metro Northwest Augmentation**); and
 - (iii) the Principal and NRT are currently negotiating a Sydney Metro Northwest Augmentation.
- (b) The Principal will notify the SSJ Contractor in writing of the outcome of any negotiations in relation to any Sydney Metro Northwest Augmentation.
- (c) If the Principal and NRT do not agree to a Sydney Metro Northwest Augmentation, the Principal may procure the delivery of the OTS2 Project Works by alternative means and engage an alternate Operator to operate the combined Sydney Metro City & Southwest extension and Sydney Metro Northwest. This Contract therefore contemplates that:
 - (i) the OTS2 Project Works may be carried out by NRT or an alternate Operator; and
 - (ii) the operation and maintenance of the combined Sydney Metro City & Southwest extension and Sydney Metro Northwest may be carried out by NRT or an alternate Operator.

1.8 **Electronic Files**

Where this Contract refers to an electronic file which forms part of this Contract, such electronic files are contained in the discs or other electronic storage device included in Schedule G1.

2. **OBJECTIVES AND PROJECT VALUES**

2.1 **Objectives for Sydney Metro City & Southwest**

- (a) The Principal's overall objective for the Project is to deliver a world class, connected metro, which will provide more choice to customers and opportunities for our communities now and in the future.
- (b) The Project is also a unique opportunity to demonstrate an exemplary approach to station and precinct design and foster exemplary urban design, integrated transport and land use planning.
- (c) Quality architecture, good urban design and a user friendly and inter-connected transport system are critical to ensuring that the Project meets customer needs

and expectations and maximises its city shaping potential and broader urban benefits.

2.2 Objectives for the Project Works

The Principal's objectives for the Project Works are to:

- (a) complete the Project Works and handover the completed Portions by the relevant Dates for Construction Completion;
- (b) deliver station and precinct infrastructure that provides an intuitive and easy to use environment for customers, including interchange between Sydney Trains and Sydney Metro services and access to and from metro station within the Sydenham station precinct;
- (c) minimise impacts to customers on the Existing Operators networks during construction by:
 - (i) ensuring no unplanned impacts to operations, and providing handover of reliable assets;
 - (ii) maintaining an acceptable level of customer amenity within the existing station precincts and interchanges;
 - (iii) maintaining connectivity with rail and other interchange transport services; and
 - (iv) providing public facing temporary works with a high level of quality and finish to ensure public safety and to maintain an acceptable level of customer experience throughout construction;
- (d) minimise impacts on the broader community both during construction and operation;
- (e) enable a high degree of collaboration and co-operation across the other delivery contractors for the Project and with key stakeholders, including collaboration with Interface Contractors, Existing Operators and other stakeholders;
- (f) optimise the capital cost and the scope delivered to achieve a Value for Money outcome; and
- (g) ensure that Sydney Metro expectations for safety, quality, stakeholder engagement and environmental management are delivered.

2.3 Achievement of the Project Values

The parties:

- (a) acknowledge that:
 - (i) the SSJ Contractor's Activities form part of the Project;
 - (ii) adhering to and upholding the Project Values is of fundamental importance to the Principal; and
- (b) agree to:

- (i) adhere to and uphold the Project Values; and
- (ii) work collaboratively in a spirit of mutual trust and cooperation in the performance of their obligations under this Contract.

3. **GENERAL OBLIGATIONS**

3.1 **General**

- (a) The SSJ Contractor:
 - (i) must execute the SSJ Contractor's Activities, including design, construct, test, commission and hand-over the Project Works and each Portion, in accordance with this Contract;
 - (ii) warrants that it will use its best endeavours to ensure that it achieves Completion of the Project Works in accordance with the Cost Plan and so that the Outturn Cost does not exceed the Target Cost;
 - (iii) warrants that the Temporary Works will at all relevant times be fit for their intended purposes;
 - (iv) warrants that the Project Works and each Portion will:
 - (A) upon Construction Completion be fit for their intended purposes; and
 - (B) thereafter be capable of remaining at all relevant times fit for their intended purposes;
 - (v) warrants that it will exercise a duty of the utmost good faith to the Principal in performing the following obligations under the Contract:
 - (A) the preparation of the Subcontract Tender Documentation for the Reimbursable Work and in all post-tender communications (verbal or otherwise) with tenderers prior to the entry of an Approved Subcontract Agreement (where applicable);
 - (B) the administration of Approved Subcontract Agreements including all negotiations concerning Changes and extensions of time; and
 - (C) in making payment claims under clause 16.1(b);
 - (vi) must progress the SSJ Contractor's Activities expeditiously and in accordance with any directions of the Principal, and achieve Construction Completion of each Portion by the relevant Date for Construction Completion, and Completion of each Portion by the relevant Date for Completion;
 - (vii) must use all reasonable efforts to inform itself of the requirements of the Principal and regularly consult with the Principal during the performance of the SSJ Contractor's Activities; and
 - (viii) must liaise, cooperate and confer with others as directed by the Principal.
- (b) Without limiting the generality of the SSJ Contractor's obligations, in relation to the SSJ Contractor's Activities, the SSJ Contractor will be responsible for (and will control, coordinate, administer and direct) all activities necessary for the planning,

design, commencement, construction, testing, Commissioning, completion and handover of the Project Works including:

- (i) the performance of the Design Work and the Preliminaries; and
- (ii) the engagement, supervision, control, coordination and direction of all Subcontractors and the execution of the Reimbursable Work.

3.2 Cooperation and coordination with Interface Contractors

- (a) Without limiting the SSJ Contractor's obligations under each SSJ Interface Contractor Cooperation and Integration Deed and the SSJ Operator Cooperation and Integration Deed, the SSJ Contractor:

- (i) acknowledges that:

- (A) the SSJ Contractor's Activities interface with the Interface Work; and
- (B) Interface Contractors will be executing work on parts of the Construction Site, or Extra Land, or adjacent to the Construction Site or Extra Land, at the same time as the SSJ Contractor is performing the SSJ Contractor's Activities;
- (C) it may require certain design and work methodology input from Interface Contractors to coordinate the design of the Project Works and Temporary Works with the Interface Work;
- (D) Interface Contractors may require the SSJ Contractor to provide design and work methodology information to them to coordinate the design of the Interface Work with the Project Works and Temporary Works, and this must be provided in a timely manner by the SSJ Contractor; and
- (E) any delay in the performance of the SSJ Contractor's Activities or in the SSJ Contractor providing information to, or cooperating and coordinating with any Interface Contractor, may adversely impact upon, delay or disrupt any one or more Interface Contractors or the SSJ Contractor's Activities in a way which may lead to the Principal suffering or incurring additional costs, Losses and damages; and

- (ii) must at all times:

- (A) permit Interface Contractors to execute the Interface Work on the applicable parts of the Construction Site or Extra Land, or on any adjacent property to the Construction Site or Extra Land:
 - (aa) at the same time as the SSJ Contractor is performing the SSJ Contractor's Activities; and
 - (bb) 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 or Extra Land, or property adjacent to the Construction Site or Extra Land, required by them for the purpose of carrying out their work;

- (B) protect the Project Works, Temporary Works and other improvements on the Construction Site or Extra Land from accidental damage by Interface Contractors and provide means of receiving, storing and protecting goods and equipment supplied by Interface Contractors;
- (C) cooperate with Interface Contractors, and do everything reasonably necessary to facilitate the execution of work by Interface Contractors, including providing Interface Contractors with such assistance as may be directed by the Principal's Representative;
- (D) carefully coordinate and interface the SSJ Contractor's Activities with the Interface Work and for this purpose:
 - (aa) make proper allowance in all programs for the Interface Work;
 - (bb) review all programs provided by Interface Contractors and confirm that they adequately allow for the SSJ Contractor's Activities and the interfaces of the Interface Work with the SSJ Contractor's Activities;
 - (cc) monitor the progress of the Interface Work;
 - (dd) notify the Principal's Representative of any interface or sequence of activities that may affect the commencement, progress or Construction Completion of any Portion; and
 - (ee) provide the Interface Contractors with sufficient information about the current and expected SSJ Contractor's Activities to assist them to coordinate their Interface Work with the SSJ Contractor's Activities;
- (E) it must cooperate, meet with, liaise and share information so that the SSJ Contractor and the relevant Interface Contractor each comply with the provisions of the relevant EPL (if applicable);
- (F) perform the SSJ Contractor's Activities so as to minimise any interference with or disruption or delay to the Interface Work;
- (G) be responsible for coordinating the SSJ Contractor's Activities, including work sequencing, construction methods, safety and industrial relations matters with those affecting, and influenced by, Interface Contractors' personnel and work, including providing to the Principal's Representative copies of working method statements for those parts of the Project 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;
- (H) provide for the purposes of clause 3.2(a)(ii)(G) (unless otherwise directed by the Principal's Representative), the number and form of copies of the work method statements specified in Schedule A1;
- (I) work directly with Interface Contractors where required to complete the design of the Project Works and Temporary Works and provide all necessary information to Interface Contractors in respect of the Project Works and Temporary Works to permit the Interface Contractors to complete the design of the Interface Works so that

they are acceptable to the Principal and otherwise comply with this Contract, including the SWTC and the MRs;

- (J) 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;
- (K) when information is required from an Interface Contractor, provide reasonable written notice which must be at least 10 days (except in special circumstances) or any longer period of notice required under the SWTC 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;
- (L) ensure that any written notice given under clause 3.2(a)(ii)(K) provides the Interface Contractor with the longest possible time for the provision of the information;
- (M) when any information is requested by the Principal or the 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 Project Works or the SSJ Contractor's Activities:
 - (aa) provide the information to the Principal's Representative or the Interface Contractor, with a copy to the Principal's Representative (as the case may be), within the time requested by the Principal or the Interface Contractor, provided that this time is reasonable;
 - (bb) ensure that such information is provided to Interface Contractors by the requested dates; and
 - (cc) ensure and warrant that the information provided is accurate; and
- (N) 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:
 - (aa) the provision of information;
 - (bb) the obtaining of information;
 - (cc) the adequacy of information provided to, or received from, Interface Contractors;
 - (dd) the compatibility of the Project Works and Temporary Works with the Interface Work;
 - (ee) coordination in accordance with this clause 3.2(a); and

- (ff) technical issues with the information provided to, or received from, Interface Contractors;
 - (iii) 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 Contract or otherwise have an adverse effect upon the SSJ Contractor's Activities; and
 - (iv) acknowledges that conditions similar to those in this clause 3.2(a) applying to the SSJ Contractor will apply to all Interface Contractors engaged by the Principal, whether working on the Construction Site or on any other site.
- (b) If, despite the SSJ Contractor having complied with all of its obligations under clause 3.2(a), the SSJ Contractor and any Interface Contractor fail to resolve any interface issue or dispute between them, the SSJ Contractor must promptly give the Principal's Representative written notice of any interface issue or dispute with any Interface Contractor (with a copy to the relevant Interface Contractor).
- (c) Upon receipt of the SSJ Contractor's notice under clause 3.2(b), the Principal's Representative must:
- (i) convene a meeting between the SSJ Contractor, the relevant Interface Contractor and any other relevant person (as reasonably determined by the Principal's Representative); and
 - (ii) work in good faith with the SSJ Contractor and the Interface Contractor to resolve the issues or dispute.
- (d) The SSJ Contractor:
- (i) acknowledges and agrees:
 - (A) no act or omission by an Interface Contractor will, whether or not it causes any delay, disruption or interference to the SSJ Contractor's Activities, constitute an act or omission of the Principal or the Principal's Representative (including any breach of Contract or Change directed by the Principal's Representative);
 - (B) that except where the Principal's Representative directs a Change in circumstances where the SSJ Contractor has fully complied with clause 3.2(a), the Principal will not be liable upon any Claim by the SSJ Contractor arising out of or in any way in connection with:
 - (aa) the Interface Contractors carrying out their work; or
 - (bb) any act or omission of an Interface Contractor;
 - (C) that the Interface Contractors will require access to the Construction Site in order to perform their obligations under their respective contracts with the Principal; and
 - (D) that the SSJ Contractor's Program will accommodate requirements for design iterations as part of the Interface Work and incorporate the requirements specified in clauses 3.2(a) and (b) of the SSJ Interface Contractor Cooperation and Integration Deed; and

- (ii) warrants that as at the date of this Contract, the Target Cost Development Phase Fees, and at the date of submission of the Target Cost Offer, each element of the Target Cost and the SSJ Contractor's Program contain sufficient allowances for the assumption by the SSJ Contractor of the obligations and risks under clauses 3.2(a) and 3.2(d)(i), including the cost of all the design iterations required to accommodate Interface Work.

3.3 Co-operation with Other Contractors

- (a) Without limiting or being limited by clauses 3.2 and 9.7, the SSJ Contractor must:
 - (i) permit Other Contractors to carry out their work;
 - (ii) fully co-operate with Other Contractors;
 - (iii) carefully coordinate and interface the SSJ Contractor's Activities with the work carried out or to be carried out by Other Contractors; and
 - (iv) carry out the SSJ Contractor's Activities so as to minimise any interfering with, disrupting or delaying the work of Other Contractors.
- (b) The Principal will procure that each of its Other Contractors that it engages to undertake work on part of the Construction Site during any period in which the SSJ Contractor has been engaged as principal contractor in respect of that part of the Construction Site executes a deed poll in favour of the SSJ Contractor, as principal contractor, and the Principal in the form set out in Schedule A11 and provide the SSJ Contractor with an executed copy of each such deed poll.

3.4 Cooperation and Integration Deeds

- (a) The SSJ Contractor must:
 - (i) within 5 Business Days of receipt of a request from the Principal, provide to the Principal:
 - (A) the SSJ Operator Cooperation and Integration Deed; or
 - (B) a SSJ Interface Contractor Cooperation and Integration Deed with any Interface Contractor nominated by the Principal,duly executed by the SSJ Contractor in the number of counterparts required by the Principal;
 - (ii) at all relevant times comply with:
 - (A) the terms of the SSJ Operator Cooperation and Integration Deed and each SSJ Interface Contractor Cooperation and Integration Deed; and
 - (B) the Interface Management Plan; and
 - (iii) update the Interface Management Plan as required to reflect the interface between the SSJ Contractor's Activities and the activities to be performed by each relevant Interface Contractor.
- (b) The Principal will ensure that the Operator and each applicable Interface Contractor execute the SSJ Operator Cooperation and Integration Deed and each SSJ Interface Contractor Cooperation and Integration Deed (as applicable).

3.5 Incident Management Reporting

- (a) The SSJ Contractor must identify clear guidelines for responding to any Incident arising from the performance of the SSJ Contractor's Activities and establish procedures to ensure that the Principal's Representative is promptly notified of any Incident in accordance with the MRs.
- (b) Should an Incident occur which:
 - (i) is reportable under any relevant Law, the SSJ Contractor must immediately report the Incident to the relevant Authority and the Principal's Representative in accordance with the MRs; and
 - (ii) relates to rail safety, the SSJ Contractor must notify the Principal and any relevant Rail Transport Agency management centre or the nearest network control officer.
- (c) In relation to any environmental or safety Incident involving Contamination, Pollution or other waste that arises during the performance of the SSJ Contractor's Activities, the SSJ Contractor must, subject to clauses 8.9(c) and 8.10(f):
 - (i) at its own cost promptly take all appropriate action to manage and dispose of all Contamination, Pollution or other waste arising from the Incident;
 - (ii) comply with all relevant Laws including any requirements to give notice to a relevant Authority; and
 - (iii) at its own cost manage the Incident in a manner which minimises damage to the reputation of the Principal including complying with any reasonable request of the Principal's Representative.
- (d) If the SSJ Contractor causes or contributes to the occurrence of an Incident and fails to ensure that the Principal is promptly notified, the Principal, may without prejudice to any other right it has under this Contract, immediately terminate the Contract by written notice to the SSJ Contractor.
- (e) Without prejudice to the Principal's other rights under this Contract, if the Principal forms the reasonable view, upon the occurrence (or imminent risk of the occurrence) of an Incident, that the SSJ 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.
- (f) If the Principal takes any action under clause 3.5(e) it will be entitled to recover its reasonable costs and expenses from the SSJ Contractor as a debt due from the SSJ Contractor to the Principal.
- (g) Without prejudice to the Principal's other rights under this Contract, the Principal's Representative may issue a direction under clause 15.13 requiring the SSJ Contractor to suspend the carrying out of the whole or any part of the SSJ Contractor's Activities in the event:
 - (i) of any Incident involving:
 - (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 or harm to the Environment or a significant risk of harm to the Environment; or
- (ii) any safety Incident occurs which leads to, or has the potential to lead to, a fatality or injury to person (including any incident which must be reported to SafeWork NSW, ONRSR or other work health and safety regulator) or damage to property.
- (h) Other than as specified in clause 15.13(b), the Principal will not be liable upon any Claim by the SSJ Contractor for any cost, expense, Loss, delay, disruption or penalty arising out of or in connection with:
 - (i) any suspension due to a direction to suspend issued, or for the failure to issue a notice to suspend, in the circumstances set out in clause 3.5(g); and
 - (ii) complying with a direction issued under clause 3.5(i), including complying with the steps which the Principal's Representative directs that the SSJ Contractor must take before the Principal's Representative will issue a direction to recommence the SSJ Contractor's Activities.
- (i) If the Principal's Representative issues a notice to suspend in the circumstances set out in clause 3.5(g), the SSJ Contractor may not recommence the SSJ Contractor's Activities in respect of the part of the SSJ Contractor's Activities to which the notice relates until the Principal's Representative issues a direction to the SSJ Contractor permitting the SSJ Contractor to recommence the SSJ Contractor's Activities affected by the notice to suspend.
- (j) If the Principal's Representative issues a notice to suspend in the circumstances set out in clause 3.5(g), the Principal's Representative may also direct the SSJ Contractor as to the steps which the SSJ Contractor must take before the Principal's Representative will issue a direction pursuant to clause 15.13 permitting the SSJ Contractor to recommence the SSJ Contractor's Activities affected by the notice to suspend.
- (k) If clause 3.5(j) applies, the SSJ 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 SSJ Contractor has complied with the requirements of the direction issued under clause 3.5(i) will the Principal's Representative issue a direction to the SSJ Contractor permitting the SSJ Contractor to recommence the SSJ Contractor's Activities affected by the notice to suspend.
- (l) The Principal may 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 3.5(g), as a debt due and payable from the SSJ Contractor to the Principal.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED];

[REDACTED]

[REDACTED]

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[REDACTED]

3.7 Commissioning

The SSJ Contractor acknowledges that:

- (a) Commissioning is part of the SSJ Contractor's Activities; and
- (b) Commissioning must be completed as a condition precedent to Construction Completion of the Project Works.

3.8 Existing Operations

(a) The SSJ Contractor acknowledges that:

- (i) Existing Operators and any other persons must continue their Existing Operations during the course of the carrying out of the SSJ Contractor's Activities;
- (ii) the access ways to the Construction Site are used by Existing Operators and other persons and will not be available exclusively to the SSJ Contractor; and
- (iii) in using these access ways the SSJ Contractor must ensure the minimum disturbance and inconvenience to the Existing Operations.

(b) The SSJ Contractor must coordinate its access to the Construction Site with any other relevant party (including Existing Operators) that use the access ways to the Construction Site.

(c) Without limiting any other obligations of the SSJ Contractor, the SSJ Contractor must:

- (i) to the extent reasonably possible in performing the SSJ Contractor's Activities, not interfere with the free movement of traffic (vehicular, pedal cycle and pedestrian) into and out of, adjacent to, around, on or about the Construction Site or the Existing Operations or block or impair access to any premises, carparks, roadways, pedestrian ways, public spaces, parks, pedal cycle paths, or other facilities associated with the Existing Operations and comply with the Principal's reasonable directions in relation to them;
- (ii) comply with the Principal's reasonable directions in connection with:
 - (A) the Existing Operations (including access to and use of the Construction Site); and
 - (B) workplace health and safety issues to enable the Principal to comply with, and not place the Principal in breach of, its obligations under any WHS Legislation;
- (iii) comply with all policies, procedures and rules of the Principal applying from time to time (as notified by the Principal) in respect of the Existing Operations (including in relation to workplace health and safety and/or the Environment);

- (iv) keep itself informed as to the requirements to comply with and not do anything which may place the Principal in breach of Law applying to the Existing Operations on the Construction Site;
- (v) ensure that in carrying out and completing the SSJ Contractor's Activities, the Project Works properly interface and integrate with, and connect to, the physical infrastructure of the Existing Operations so as to enable the Project Works, when completed, to fully comply with the requirements of this Contract; and
- (vi) immediately:
 - (A) repair and make good any damage to the physical infrastructure of the Existing Operations to the extent arising out of or in any way in connection with the SSJ Contractor's Activities; and
 - (B) when directed by the Principal's Representative, take such action as is required to ensure that its obligations in this clause 3.8(c) are complied with.
- (d) Except to the extent expressly permitted by this Contract, the SSJ Contractor must:
 - (i) not disrupt, interrupt or interfere in any way with the Existing Operations;
 - (ii) not cause any nuisance or inconvenience to the Existing Operations except to the extent such nuisance or inconvenience was a direct and unavoidable result of carrying out and completing the SSJ Contractor's Activities in accordance with this Contract; and
 - (iii) program and coordinate the SSJ Contractor's Activities under this Contract using design and construct best practices and so as to minimise the effect that the carrying out of the SSJ Contractor's Activities under this Contract has on the Existing Operations.
- (e) The SSJ Contractor must ensure that its Subcontractors and any of the respective employees, agents, contractors or officers of the SSJ Contractor and its Subcontractors at all times comply with this clause 3.8.

3.9 **Management Plans**

The SSJ Contractor must:

- (a) develop the Contract Management Plans as required by the MRs;
- (b) ensure that the relevant Contract Management Plans are consistent with the Initial Contract Management Plans;
- (c) update the Contract Management Plans as required by the MRs or as directed by the Principal's Representative; and
- (d) comply with:
 - (i) the Contract Management Plans; and
 - (ii) to the extent the Contract Management Plans are not finalised, the Initial Contract Management Plans as if they were the Contract Management Plans.

3.10 **Cleaning Up**

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

- (a) keep the Construction Site, Extra Land and the Project Works clean and tidy and free of refuse;
- (b) regularly remove rubbish, litter, graffiti and surplus material from the Construction Site and Extra Land; and
- (c) as a condition precedent to Construction Completion of a Portion, remove all rubbish, surplus materials, Construction Plant and Temporary Works from the Construction Site and Extra Land or the part of the Construction Site or Extra Land relevant to the Project Works or the Portion, except where the retention of any of these are required for the correction of Defects during the Defects Correction Period and this is approved in writing by the Principal's Representative.

3.11 **Construction Plant and Materials Removal**

Except for the purpose of achieving Construction Completion as contemplated by clause 3.10(c), the SSJ Contractor must not remove from the Construction Site or the SSJ 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.

3.12 **Principal Supplied Items**

- (a) The Principal will:

- (i) make available the Principal Supplied Items to the SSJ Contractor:
 - (A) at its own cost;
 - (B) at the respective places referred to in Schedule A18; and
 - (C) by the respective dates referred to in Schedule A18; and
- (ii) use its best endeavours to procure that the SSJ Contractor has the benefit of any warranty obtained by the Principal in respect of any Principal Supplied Item.

- (b) The SSJ Contractor:

- (i) agrees that, in respect of Principal Supplied Items, the:
 - (A) SSJ Contractor:
 - (aa) warrants that it has reviewed the SWTC 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 SSJ Contractor to satisfy the requirements of this Contract;

(bb) 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 15 if a Principal Supplied Item is not made available by the relevant date set out in Schedule A18; and

(cc) is not relieved from and remains liable for complying with, all of its obligations under this Contract, 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 3.12(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 risk, transport each Principal Supplied Item from the respective place referred to in Schedule A18 to the Construction Site or Extra Land (as applicable); and

(B) as part of the SSJ Contractor's Activities, incorporate each Principal Supplied Item into the Project Works.

3.13 **SMCSW Master Interface Protocols Deed Poll**

The SSJ Contractor must:

(a) within 5 Business Days of receipt of a request from the Principal, provide to the Principal the SMCSW Master Interface Protocols Deed Poll, duly executed by the SSJ Contractor in the number of counterparts required by the Principal; and

(b) at all relevant times until the date of expiry of the final Defects Correction Period, comply with the terms of the SMCSW Master Interface Protocols Deed Poll.

3.14 **Collateral Warranty**

The SSJ Contractor must, within 5 Business Days of receipt of a request from the Principal, provide to the Principal's Representative an executed Collateral Warranty Deed Poll.

4. **NOT USED**

5. **CHANGES TO TARGET COST**

5.1 **Changes**

The parties acknowledge and agree that the Target Cost will only change as a result of:

(a) Reimbursable Cost Element Adjustments;

(b) Design Fee (Delivery Phase) Element Adjustments;

(c) Management Fee (Delivery Phase) Adjustments; and

(d) Preliminaries Fee (Delivery Phase) Adjustments.

5.2 Reimbursable Cost Element Adjustments

In respect of each Reimbursable Cost Element Adjustment Event for which the SSJ Contractor has made a valid Claim and where the parties have not agreed a Reimbursable Cost Element Adjustment, the Principal will determine a Reimbursable Cost Element Adjustment as follows:

- (a) [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

5.3 Design Fee (Delivery Phase) Element Adjustments

In respect of each Design Fee (Delivery Phase) Element Adjustment Event for which the SSJ Contractor has made a valid Claim and where the parties have not agreed a Design Fee (Delivery Phase) Element Adjustment, the Principal will determine a Design Fee (Delivery Phase) Element Adjustment as follows:

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

[REDACTED]

5.4 Preliminaries Fee (Delivery Phase) Adjustments

- (a) In respect of each Preliminaries Fee (Delivery Phase) Adjustment Event for which the SSJ Contractor has made a valid Claim and where the parties have not agreed a Preliminaries Fee (Delivery Phase) Adjustment, the Principal will determine a Preliminaries Fee (Delivery Phase) Adjustment as a reasonable amount to reflect the increase or decrease in Preliminaries and the resources required to perform the Preliminaries resulting from the Preliminaries Fee (Delivery Phase) Adjustment Event, which a prudent, competent and experienced contractor could not have anticipated as at the date of this Contract.

[REDACTED]

[REDACTED]

5.6 Principal's determinations

[REDACTED]

- (a) The parties agree that if the Management Review Group resolves the SSJ Contractor's claim in accordance with clauses 14.21(c) and 14.21(d), the Principal's Representative will determine the SSJ Contractor's claim in accordance with the Management Review Group's determination.

6. SECURITY

6.1 Unconditional Undertakings

- (a) The parties acknowledge and agree that the Principal has accepted the value of the unconditional undertakings to be provided by the SSJ Contractor on the basis of the specific nature of the SSJ Contractor's Activities and the Project Works to be delivered by the SSJ Contractor.
- (b) The SSJ Contractor must, within 5 Business Days of the Delivery Phase Commencement Date, give the Principal [REDACTED] unconditional undertakings each for [REDACTED] of the Target Cost as at the Delivery Phase Commencement Date.
- (c) Without limiting clauses 6.3 and 6.6, the unconditional undertakings to be provided under clause 6.1(b) are for the purpose of ensuring the due and proper performance by the SSJ Contractor of its obligations under this Contract and to

provide for the SSJ Contractor to bear the risk of financial burden during the time of any unresolved dispute or difference.

6.2 Requirements for unconditional undertakings

Each unconditional undertaking provided under clauses 6.1 and 16.6(b)(ii) must be:

- (a) in the form of Schedule F3 (or such other form approved by the Principal);
- (b) in favour of the Principal;
- (c) issued by an Institution approved by the Principal that maintains the Required Rating; and
- (d) where required by Law, duly stamped.

6.3 Recourse to unconditional undertakings

The Principal may have recourse to any unconditional undertaking provided under clause 6.1 or clause 16.6(b)(ii) at any time.

6.4 Release of unconditional undertakings

- (a) Subject to clause 6.4(b) and to the Principal's rights to have recourse to the unconditional undertakings and to the cash proceeds if one or more of the unconditional undertakings are converted into cash, the Principal must:
 - (i) within 20 Business Days after the Date of Completion of the last Portion to reach Completion, release so much of the unconditional undertakings provided by the SSJ Contractor under clause 6.1(b) as may be then held by the Principal, so that it then holds unconditional undertakings to the value of [REDACTED] of the Target Cost as at the Delivery Phase Commencement Date; and
 - (ii) within 20 Business Days after the date of expiry of the original Defects Correction Periods (excluding any extensions under clause 13.6(b), 13.7, 13.8 and 13.9), release so much of the unconditional undertakings provided by the SSJ Contractor under clause 6.1(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 Defects Correction Periods, as extended under clause 13.6(b), 13.7, 13.8 and 13.9, apply; and
 - (iii) within 50 Business Days after the expiry of the final Defects Correction Period, as notified by the Principal's Representative, release the balance of the unconditional undertakings provided by the SSJ Contractor under clause 6.1(b) as may be then held by the Principal.
- (b) Despite any other provision of this Contract to the contrary, where this Contract may otherwise require the Principal to release an unconditional undertaking or this Contract is terminated by the Principal either pursuant to clause 19 or by reason of the SSJ Contractor repudiating this Contract (or otherwise at law), the Principal may continue to hold the unconditional undertaking after the date for its release or the termination of this Contract to the extent of any claim which the Principal may have against the SSJ Contractor arising out of, or in any way in connection with, this Contract or the SSJ Contractor's Activities whether for damages or otherwise.

6.5 **No injunction**

The SSJ Contractor must not take any steps to injunct or otherwise restrain:

- (a) any issuer of any unconditional undertaking provided under this Contract from paying the Principal pursuant to the unconditional undertaking;
- (b) the Principal from taking any steps for the purposes of making a demand under any unconditional undertaking provided under this Contract or receiving payment under any such unconditional undertaking; or
- (c) the Principal using the money received under any unconditional undertaking provided under this Contract.

6.6 **No interest**

The Principal is not obliged to pay the SSJ Contractor interest on:

- (a) any unconditional undertaking; or
- (b) the proceeds of any unconditional undertaking if it is converted into cash.

6.7 **No trust**

The Principal does not hold the proceeds of any unconditional undertaking on trust for the SSJ Contractor.

6.8 **Parent Company Guarantee**

The SSJ Contractor must within 5 Business Days of the date of this Contract:

- (a) give the Principal a guarantee duly executed by the person referred to in Schedule A1 in favour of the Principal in the form of the Parent Company Guarantee and which is, where required, duly stamped; and
- (b) if the Parent Company Guarantor is incorporated outside of Australia, give the Principal:
 - (i) a Legal Opinion supporting, and in respect of, the executed Parent Company Guarantee; and
 - (ii) any other assistance reasonably required by the Principal to enforce the Parent Company Guarantee in the jurisdiction in which the Parent Company Guarantor is domiciled.

7. **LAW AND APPROVALS**

7.1 **Compliance with Law**

Subject to clause 7.2(a), the SSJ Contractor must, in carrying out the SSJ Contractor's Activities:

- (a) comply with, and ensure that the Project Works and the Temporary Works comply with, all applicable Law;
- (b) give all notices and pay all fees, bonds and other amounts which it is required to pay in respect of the performance of its obligations under this Contract and give

the Principal's Representative copies of all notices it gives to Authorities at the time or before it submits such notices to Authorities;

- (c) give the Principal's Representative copies of all documents (including Authority Approvals and other notices) that Authorities issue to it;
- (d) at all times conform and comply with, and ensure that the Project Works and the Temporary Works conform and comply with, all Codes and Standards; and
- (e) not engage in any fraud, bribery or corruption.

7.2 Approvals

The SSJ Contractor must:

- (a) obtain all Authority Approvals required for the execution of the SSJ Contractor's Activities and occupation and use of the completed Portions (and for that purpose prepare and submit all applications and associated documents to relevant Authorities), except for those Authority Approvals specified in Schedule E3 that either:
 - (i) were obtained by the Principal prior to the date of this Contract; or
 - (ii) will be obtained by the Principal after the date of this Contract where required;
- (b) comply with, satisfy, carry out and fulfil the conditions and requirements of all Authority Approvals (whether obtained by the SSJ Contractor or the Principal), including those conditions and requirements that the Principal is required, under the terms of the Authority Approvals, including the Planning Approval, to comply with, satisfy, carry out and fulfil, except for the conditions and requirements of Authority Approvals which are to be satisfied or fulfilled by the Principal as set out in Schedule E3;
- (c) in respect of any:
 - (i) Authority Approvals which are to be obtained by the Principal after the date of this Contract; or
 - (ii) conditions and requirements of Authority Approvals which are to be satisfied or fulfilled by the Principal as set out in Schedule E3,provide the Principal with such 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;
- (d) for the purpose of obtaining all Authority Approvals as required by clause 7.2(a), prepare all associated studies and reports required because of the design of the Project Works or Temporary Works proposed by the SSJ Contractor; and
- (e) as a condition precedent to Construction Completion of the Project Works or a Portion, ensure that it has:
 - (i) obtained all Authority Approvals it is required to obtain under this Contract;

- (ii) complied with, carried out and fulfilled all conditions and requirements of all Authority Approvals it is required to comply with, carry out and fulfil under this Contract;
- (iii) without limiting clauses 7.2(e)(i) and 7.2(e)(ii), complied with, carried out and fulfilled all conditions and requirements of the Planning Approval which it is required to comply with, carry out and fulfil (including obtaining the approval of any person for anything) under this Contract; and
- (iv) unless it is included in Schedule E3 as an Authority Approval which the Principal will obtain, obtained and supplied to the Principal's Representative certification that the Project 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, the Operator and any Rail Transport Agency to occupy and use the Project Works or Portion for its intended purpose.

7.3 Change in Codes and Standards

- (a) Where there is a Change in Codes and Standards:
 - (i) the SSJ Contractor must give a written notice to the Principal's Representative promptly after becoming aware of a proposed or future Change in Codes or Standards;
 - (ii) notwithstanding clause 7.3(a)(i), the SSJ Contractor must give a written notice to the Principal's Representative within 20 Business Days of the SSJ Contractor first becoming aware (or when it ought reasonably to have first become aware) of the Change in Codes and Standards coming into effect containing:
 - (A) details of the Change in Codes and Standards or the proposed future Change in Codes and Standards, as the case may be; and
 - (B) an estimate of [REDACTED]
[REDACTED]
[REDACTED] for complying with the Change in Codes and Standards, including sufficient information to support the estimate; and
 - (iii) if a notice is given by the SSJ Contractor which complies with clause 7.3(a)(ii), then:
 - (A) within 10 Business Days of the notice being given, the Principal's Representative will either:
 - (aa) direct the SSJ Contractor to disregard the Change in Codes and Standards (to the extent that to do so would not place the SSJ Contractor in breach of Law); or
 - (bb) direct the SSJ Contractor to comply with the Change in Codes and Standards and notify the SSJ Contractor that clause 5 will apply in respect of [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED] (to the extent the Principal does not agree with the SSJ Contractor's estimate under clause 7.3(a)(ii)); and

- (B) the SSJ Contractor may make a claim for an extension of time under clause 15.8 in respect of any delays the SSJ Contractor suffers in complying with the Change in Codes and Standards under clause 7.3(a)(iii)(A)(bb).

- (b) If there is any change in the Codes and Standards which does not constitute a Change in Codes and Standards, the SSJ Contractor must comply with the change and will not be entitled to make any Claim (other than for payment under clause 16) against the Principal arising out of or in any way in connection with the change.

7.4 Change in Law

Where there is a Change in Law:

- (a) if either party wishes this clause 7.4(a) to apply, then that party must, within 20 Business Days of the Change in Law, give a written notice to the other and the Principal's Representative stating that clause 7.4(a) applies and containing details of the Change in Law, including, where the notice is given by the SSJ Contractor:
 - (i) an estimate of [REDACTED]
[REDACTED]
[REDACTED] for complying with the Change in Law, including sufficient information to support the estimate; and
 - (ii) any effect it will have on the SSJ Contractor's Program;
- (b) if such a notice is given:
 - (i) clause 5 will apply in respect of [REDACTED]
[REDACTED]
[REDACTED] (to the extent the Principal does not agree with the SSJ Contractor's estimate under clause 7.4(a)(i)); and
 - (ii) the SSJ Contractor may make a claim for an extension of time under clause 15.8 in respect of any delays the SSJ Contractor suffers in complying with the Change in Law; and
- (c) the SSJ Contractor must comply with the Change in Law.

7.5 Changes to Planning Approval

- (a) If a Change in Planning Approval occurs which has a direct effect on the SSJ Contractor carrying out the SSJ Contractor's Activities and necessitates a Change, the SSJ Contractor must, within 10 Business Days of the date on which the SSJ Contractor becomes aware or ought reasonably to have become aware of the Change in Planning Approval taking effect, notify the Principal's Representative in writing with detailed particulars of the reason why the Change in Planning Approval necessitates a Change, together with an estimate of [REDACTED]
[REDACTED]
[REDACTED]

- (i)

7.6

- (i)

- (i)

- (ii) a court order referred to in clause 7.6(a)(vi); or
- (iii) a direction by the Principal referred to in clause 7.6(a)(vii),

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

- (c) Clause 7.6(b) does not apply to the extent that a legal challenge, proceedings or action of the kind referred to in clause 7.6(a) is brought or upheld due to the SSJ Contractor's non-compliance with its obligations under this Contract or any Planning Approval.
- (d) The SSJ Contractor's entitlement under clause 7.6(b) will be its only right to payment arising out of or in any way in connection with an Authority order, court order or direction by the Principal in accordance with clause 7.6(a)(v), 7.6(a)(vi) or 7.6(a)(vii).

7.7 Crown Building Work

- (a) The SSJ Contractor must, in relation to any part of the Project 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 7.7(a) will not lessen or otherwise affect:
 - (i) the SSJ Contractor's other liabilities or responsibilities under this Contract or otherwise according to law; or
 - (ii) the Principal's rights against the SSJ Contractor, whether under this Contract or otherwise according to law.

7.8 Long Service Leave Levy

The SSJ Contractor must before commencing any construction work under this Contract (including any construction of Temporary Works):

- (a) pay to the Long Service Corporation or that body's agent all amounts payable for the long service leave levy in respect of the SSJ 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 7.8(a).

7.9 Project Planning Approval (Sydenham to Bankstown)

- (a) The parties acknowledge and agree that:
 - (i) the Principal is the proponent under the EP&A Act in respect of the Project Planning Approval (Sydenham to Bankstown); and
 - (ii) as at the date of this Contract, the Principal has submitted the Project Planning Approval Application (Sydenham to Bankstown) including all associated plans, specifications and environmental impact statement updates.
- (b) The SSJ Contractor must:

- (i) following a request from the Principal, prepare any further documents, plans or reports required to be prepared in respect of the Project Planning Approval Application (Sydenham to Bankstown) process;
- (ii) provide assistance to the Principal and its Associates in relation to the Project Planning Approval Application (Sydenham to Bankstown), including attending any relevant meeting as required by the Principal and providing any information available to the SSJ Contractor;
- (iii) co-operate with the Principal in relation to the Project Planning Approval Application (Sydenham to Bankstown); and
- (iv) assist the Principal in managing the Project Planning Approval Application (Sydenham to Bankstown) process, including:
 - (A) any consultation with the community and stakeholders required by the Project Planning Approval Application (Sydenham to Bankstown); and
 - (B) the public exhibition of the Project Planning Approval Application (Sydenham to Bankstown),

each in accordance with Good Industry Practice.
- (c) The SSJ Contractor must ensure that any document prepared in accordance with clause 7.9(b)(i) will comply with the EP&A Act, the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) and any other applicable legislation.
- (d) Except to the extent expressly stated otherwise in clauses 7.9 to 7.12, the SSJ Contractor will not be entitled to make, and the Principal will not be liable for, any Claim arising out of or in any way in connection with the process set out in clauses 7.9 to 7.12. The parties acknowledge that clauses 7.9 to 7.12 do not limit the SSJ Contractor's right to make a Claim under clauses 7.5 to 7.12 for a Change in Planning Approval in respect of the Project Planning Approval (Sydenham to Bankstown) or for payment under clause 16.
- (e) The parties acknowledge and agree that while the Baseline Conditions and Baseline Mitigation Measures constitute the considered estimation of the Principal of the conditions and requirements that may be imposed under the Project Planning Approval (Sydenham to Bankstown) and Revised Environmental Mitigation Measures (Sydenham to Bankstown), the terms of the Project Planning Approval (Sydenham to Bankstown) and Revised Environmental Mitigation Measures (Sydenham to Bankstown) which the Minister for Planning may issue arise from the exercise of a statutory discretion in accordance with the terms of the EP&A Act.
- (f) The SSJ Contractor acknowledges that the Target Cost allows for compliance with the Baseline Conditions and Baseline Mitigation Measures.

7.10 **Issue of the Project Planning Approval (Sydenham to Bankstown)**

- (a) The Principal will give notice to the SSJ Contractor within 2 Business Days of the Project Planning Approval (Sydenham to Bankstown) being issued by the Minister for Planning, together with a copy of the Authority Approval.
- (b) Within 10 Business Days of the Project Planning Approval (Sydenham to Bankstown) being issued by the Minister for Planning, the Principal must give notice ("**PPA Notice**") to the SSJ Contractor;

- (i) confirming that the Principal considers (acting reasonably) that there are no Unforeseeable PA Conditions; or
- (ii) confirming that the Principal considers (acting reasonably) that there are Unforeseeable PA Conditions and that the Principal intends to exercise its rights to require a Change, in which case clause 7.11 will apply.

7.11 **Direction to Proceed**

- (a) **If:**
 - (i) the Minister for Planning grants, or indicates that it will grant, the Project Planning Approval (Sydenham to Bankstown) subject to what the Principal considers to be an Unforeseeable PA Conditions; or
 - (ii) the Principal, acting reasonably and after having consulted with the SSJ Contractor, considers that a Change is required to ensure that:
 - (A) the Project Planning Approval (Sydenham to Bankstown) is granted; or
 - (B) the Project Planning Approval (Sydenham to Bankstown) is granted without being subject to what the Principal considers to be an Unforeseeable PA Condition.

then the Principal may issue a Change Proposal Request or Change Order to the SSJ Contractor in accordance with clause 11 setting out the details of a proposed Change to enable:

 - (iii) the Project Planning Approval (Sydenham to Bankstown) to be granted;
 - (iv) the Project Planning Approval (Sydenham to Bankstown) to be granted without being subject to what the Principal considers to be an Unforeseeable PA Condition; or
 - (v) the SSJ Contractor to comply with what the Principal considers to be the Unforeseeable PA Condition.
- (b) If the Principal issues a Change Proposal Request or a Change Order pursuant to clause 7.11(a), clause 11 (other than clause 11.1(d)) will apply.

7.12 **Revised Schedule E3**

Within 20 Business Days of the Principal's PPA Notice, the Principal will provide to the SSJ Contractor a revised version of Schedule E3 with such revisions as are reasonable and necessary to reflect the terms of the Project Planning Approval (Sydenham to Bankstown), with which the SSJ Contractor must comply, but without prejudice to clause 7.11.

8. **THE CONSTRUCTION SITE, TRACK POSSESSIONS, TEMPORARY SHUTDOWNS AND LOCATION OF THE PROJECT WORKS**

8.1 **Access**

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

- (b) Subject to clause 8.1(c) and any other provision of this Contract affecting access, the Principal must:
- (i) give, or ensure the SSJ Contractor has, access to the Construction Site by the dates set out in the Site Access Schedule (and if a period is specified in relation to access to a part of the Construction Site, then by the last day of that period); and
 - (ii) once access to a part of the Construction Site is provided to the SSJ Contractor, thereafter continue to allow, or ensure that the SSJ Contractor is continued to be allowed reasonable access to that part of the Construction Site in accordance with the Site Access Schedule.
- (c) The SSJ Contractor acknowledges and agrees that:
- (i) access to the Construction Site or any part thereof will only confer on the SSJ Contractor a right to such management and control as is necessary to enable the SSJ Contractor to execute the SSJ Contractor's Activities in accordance with this Contract and to discharge its responsibilities under the WHS Legislation, including to discharge its responsibilities as principal contractor;
 - (ii) the Principal is not obliged to give the SSJ Contractor access to any part of the Construction Site until the SSJ Contractor has:
 - (A) complied with clause 6.1(b) and 6.8 of this Contract;
 - (B) submitted the Project Health and Safety Management Plan, the Construction Environmental Management Plan and the Construction and Site Management Plan, as required by the MRs, to the Principal's Representative under clause 14.11 and the Principal's Representative has not rejected the proposed Construction Environmental Management Plan, Construction and Site Management Plan or Project Health and Safety Management Plan within 15 Business Days after such submission in accordance with clause 14.11(h);
 - (C) effected the insurance policies required under clauses 18.5, 18.6 (where required in accordance with clause 18.6), 18.7, 18.8, and 18.9; and
 - (D) complied with the preconditions set out in the Site Access Schedule;
 - (iii) the Principal is not obliged to provide, and the SSJ Contractor may not be given, exclusive access to the Construction Site;
 - (iv) the Principal is not obliged to carry out any work or provide any facilities to the SSJ Contractor which may be necessary to enable the SSJ Contractor to obtain access to the Construction Site or carry out the SSJ Contractor's Activities; and
 - (v) the Principal and others will engage Other Contractors to work upon or in the vicinity of the Construction Site and Extra Land at the same time as the SSJ Contractor.
- (d) The Principal's obligations under clause 8.1(a) and 8.1(b) in respect of each part of the Construction Site will cease:

(i) where the Site Access Schedule specifies that access to the Construction Site for the purposes of this clause 8.1 is provided for an Access Period, on the date specified in the Site Access Schedule as the day that the Access Period ends; and

(ii) in all other cases, upon the issue of a Notice of Construction Completion in respect of the last Portion occupying that part of the Construction Site,

except to the extent required to allow the SSJ Contractor to comply with its obligations during the Defects Correction Periods.

(e) Failure by the Principal to give access as required by clause 8.1(a) will not be a breach of this Contract but will entitle the SSJ Contractor to:

(i) an extension of time to any relevant Date for Construction Completion under clause 15 if the requirements of that clause are satisfied; and

(ii) [REDACTED]
[REDACTED]
accordance with clause 5.

(f) The SSJ Contractor's entitlement under clause 8.1(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 clause 8.1(a).

(g) The SSJ Contractor must:

(i) not use the Construction Site for any purpose other than the Permitted Use without the prior written consent of the Principal's Representative; and

(ii) comply with:

(A) any access conditions that apply to an area of the Construction Site as specified in the Site Access Schedule;

(B) the terms of any easement, restrictions on use, covenants, agreements or other similar arrangements burdening or benefitting the land contained in the Construction Site as recorded in the register maintained by Land and Property Information New South Wales under the *Real Property Act 1900* (NSW).

8.2 Property Works

(a) The SSJ Contractor must:

(i) carry out the Property Works:

(A) in accordance with the SWTC; and

(B) so that they are fit for their intended purpose upon Construction Completion;

(ii) after completion of the Property Works with respect to an Unowned Parcel, including the work described in clause (g)(f), provide to the Principal's Representative:

- (A) unless not required by the Principal's Representative, provide to the Principal's Representative a properly executed certificate in the form of Schedule B6 or a release on terms otherwise satisfactory to the Principal's Representative from all claims or demands (whether for damages or otherwise howsoever arising) from the owner or occupier of, and from other persons having an interest in, such Unowned Parcel;
 - (B) if the SSJ Contractor is unable to obtain such a release despite using its best endeavours to do so, a statement from the SSJ Contractor to the effect that such owner or occupier, or other person having an interest in the Unowned Parcel, has failed or refused to execute such a release within 15 Business Days after it being provided by the SSJ Contractor to the owner, occupier or other person following completion of the work on the Unowned Parcel, including the work described in clause 8.2(f); and
- (iii) indemnify the Principal from and against any claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with a claim by the owner or owners of any part of an Unowned Parcel where:
 - (A) such owner or owners have not duly signed a certificate in the form of Schedule B6; and
 - (B) the claim or Loss arises out of or in any way in connection with the SSJ Contractor's Activities.
- (b) The acceptance of a certificate or statement provided by the SSJ Contractor under clause 8.2(a)(ii) by the Principal's Representative is not approval by the Principal or the Principal's Representative of the SSJ Contractor's performance of its obligations under this clause 8.1(g).
- (c) Where any Property Works are required to be carried out on an Unowned Parcel, the SSJ Contractor must give a written notice to the owner or owners of the property (with a copy to the Principal's Representative) which:
 - (i) describes the Property Works to be carried out;
 - (ii) requests access for the purpose of carrying out the Property Works; and
 - (iii) specifies the intended date for commencement of the Property Works, not less than 10 Business Days prior to the day which the SSJ Contractor intends to commence the Property Works.
- (d) If the owner or owners of a property do not provide the SSJ Contractor with sufficient access to carry out the Property Works from either:
 - (i) the date notified in the notice under clause 8.2(c); or
 - (ii) such other date as may be agreed between the SSJ Contractor and the owner or owners,
 the SSJ Contractor must:
 - (iii) give the Principal's Representative a notice stating this; and

- (iv) not carry out the Property Works until the Principal's Representative gives the SSJ Contractor a notice specifying that the owner or owners of the property have agreed to give access, in which event clause 8.2(c) will reapply.
- (e) Upon being given access to any property for the purpose of carrying out any Property Works, the SSJ Contractor must promptly carry out those Property Works in a manner which minimises inconvenience and disruption to the owners, occupiers and users of the Unowned Parcel.
- (f) The SSJ Contractor must:
 - (i) rehabilitate any part of an Unowned Parcel to the state agreed with the owner of such Unowned Parcel prior to commencing the work or, if no such agreement is reached, the state it was in immediately prior to the SSJ Contractor obtaining access; and
 - (ii) otherwise repair any damage or degradation to such a part arising out of or in any way in connection with the performance of its obligations under this clause 8.1(g).
- (g) The following are conditions precedent to Construction Completion of a Portion:
 - (i) completion of all Property Works under this clause 8.1(g) that form part of the Portion, including all relevant work under clause 8.2(f); and
 - (ii) provision of all certificates or statements (as the case may be) to the Principal's Representative as required under clause 8.2(a)(ii) in respect of Property Works that form part of the Portion.

8.3 Temporary Works

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

8.4 Management and Control of the Construction Site

At all times after being given access to the Construction Site or a part of the Construction Site under clause 8.1 and before the Date of Completion of the Project Works or the last Portion to reach Completion, the SSJ Contractor:

- (a) without limiting any right of the Principal or the Principal's Representative under this Contract, and subject to clause 3.7, will be responsible for the management and control of the Construction Site;
- (b) must control access to, and the security and maintenance of, the Construction Site or that part, except where the Principal's Representative advises otherwise;
- (c) must ensure public safety on and adjacent to the Construction Site or that part;
- (d) must provide for the continuous safe passage of the public, road and railway system users on existing roads, footpaths access ways, cycleways and Rail Tracks affected by the SSJ Contractor's Activities in accordance with this Contract;
- (e) must, subject to clauses 8.1 and 8.14 and the MRs, 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 SSJ Contractor's Activities;

- (f) must not impede access or Utility Services to private property without the consent of the Principal's Representative and the relevant owner or occupier of that property; and
- (g) 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 SSJ Contractor if that forms part of the SSJ Contractor's Activities.

8.5 **Land in Addition to the Construction Site**

The SSJ Contractor must, at its cost:

- (a) procure for itself the occupation or use of or relevant rights over any land or buildings in addition to the Construction Site, including any land owned by a Rail Transport Agency, which is necessary or which it may require for the purposes of carrying out the SSJ Contractor's Activities (**Extra Land**);
- (b) carry out all activities and procure all Utility Services necessary to make the Extra Land suitable for use by the SSJ Contractor;
- (c) as a condition precedent to Construction Completion of any Portion:
 - (i) rehabilitate any Extra Land of the kind referred to in paragraph (a) in accordance with the requirements of all relevant Authorities and other relevant persons;
 - (ii) unless not required by the Principal's Representative, provide to the Principal's Representative a properly executed certificate in the form of Schedule B6 or a release on terms otherwise satisfactory to the Principal's Representative from all claims or demands (whether for damages or otherwise howsoever arising) from the owner or occupier of, and from other persons having an interest in, such Extra Land;
 - (iii) if the SSJ Contractor is unable to obtain such a release despite using its best endeavours to do so, a statement from the SSJ Contractor to the effect that such owner or occupier, or other person having an interest in the Extra Land, has failed or refused to execute such a release within 15 Business Days after it being provided by the SSJ Contractor to the owner, occupier or other person following completion of the work on the Extra Land; and
- (d) indemnify the Principal against any damage, expense, Loss, cost or liability suffered or incurred by the Principal arising out of or in any way in connection with a claim by the owner or occupier of, or any other person having any interest in any Extra Land, provided that the SSJ Contractor's liability to indemnify the Principal will be reduced proportionally to the extent that an act or omission of the Principal, its Associates, an Other Contractor or an agent of the Principal contributed to the damage, expense, Loss, cost or liability.

8.6 **Temporary Areas**

The SSJ Contractor must, as soon as reasonably practicable and in any event as a condition precedent to Completion of any Portion where the SSJ Contractor has occupied

or made use of a Temporary Area in connection with that Portion, reinstate the Temporary Area to a condition at least equivalent to the condition existing before that occupation or use except for such parts of the Temporary Area which this Contract (including the SWTC) specifies need not be reinstated.

8.7 Condition of the Construction Site

- (a) Subject to clauses 8.8, 8.9, 8.11 and 8.12(b), the SSJ Contractor accepts:
 - (i) the Construction Site and any Extra Land; and
 - (ii) any structures or other thing on, above or adjacent to, or under the surface of, the Construction Site and any Extra Land;

in their present condition subject to all defects and Construction Site conditions and agrees that it is responsible for, and assumes the risk of:

 - (iii) all Loss (other than any claim for payment under clause 16), delay or disruption it suffers or incurs; and
 - (iv) any adverse effect on the Project Works or the Temporary Works, arising out of, or in any way in connection with the Construction Site conditions or any other condition of the Construction Site encountered in performing the Contractors Activities.
- (b) Subject to clause 8.7(a) and without limiting clause 8.13(c), the SSJ Contractor warrants and for all purposes it will be deemed to be the case that, prior to the date of this Contract, the SSJ Contractor:
 - (i) examined this Contract, the Construction Site and its surroundings and any other information that was made available in writing by the Principal, or any other person on the Principal's behalf, to the SSJ Contractor for the purpose of providing a Proposal;
 - (ii) satisfied itself as to the correctness and sufficiency of its Proposal and the scope of the Target Cost Development Phase Site Investigations and that it has made adequate allowance for the costs of complying with all of its obligations under this Contract and of all matters and things necessary for the due and proper performance and completion of the SSJ Contractor's Activities;
 - (iii) informed itself of:
 - (A) all matters relevant to the employment of labour at the Construction Site; and
 - (B) all industrial matters relevant to the Construction Site; and
 - (iv) was given the opportunity during the RFP period to itself undertake, and to request others to undertake, tests, enquiries and investigations:
 - (A) relating to the subject matter of Information Documents; and
 - (B) for design purposes and otherwise;

- (v) had a sufficient opportunity to obtain and obtained all necessary legal, geotechnical and other technical advice in relation to the terms of this Contract, each Deed of Disclaimer, the Initial Reports, the Information Documents, the Construction Site conditions, as well as the risks, contingencies and other circumstances having an effect on its Proposal and the scope of the Target Cost Development Phase Site Investigations, the performance of its obligations and its potential liabilities under this Contract; and
 - (vi) undertook sufficient tests, enquiries and investigations, had sufficient information and obtained a sufficient understanding of the risks involved to enable it to make an informed decision about whether or not to enter into this Contract and assume the obligations and potential risks and liabilities which it imposes on the SSJ Contractor.
- (c) Subject to clause 8.7(a) and without limiting clause 8.13(c), the SSJ Contractor warrants and for all purposes it will be deemed to be the case that, as at the date of submitting the Target Cost Offer, the SSJ Contractor:
- (i) examined the Construction Site and its surroundings and any other information that was made available in writing by the Principal, or any other person on the Principal's behalf, to the SSJ Contractor for the purpose of providing the Target Cost Offer;
 - (ii) carried out the Target Cost Development Phase Site Investigations;
 - (iii) satisfied itself as to the correctness and sufficiency of the Target Cost Offer and that it has made adequate allowance for the costs of complying with all of its obligations under this Contract and of all matters and things necessary for the due and proper performance and completion of the SSJ Contractor's Activities;
 - (iv) informed itself of:
 - (A) all matters relevant to the employment of labour at the Construction Site; and
 - (B) all industrial matters relevant to the Construction Site; and
 - (v) was given the opportunity during the Target Cost Development Phase to itself undertake, and to request others to undertake, tests, enquiries and investigations:
 - (A) relating to the subject matter of Information Documents; and
 - (B) for design purposes and otherwise; and
 - (vi) had a sufficient opportunity to obtain and obtained all necessary legal, geotechnical and other technical advice in relation to the Initial Reports, the Information Documents, the Construction Site conditions, as well as the risks, contingencies and other circumstances having an effect on the Target Cost Offer, the performance of its obligations and its potential liabilities under this Contract.
- (d) Without limiting or otherwise affecting clauses 8.8 and 8.9, the Principal makes no representation and gives no warranty to the SSJ Contractor in respect of:

- (i) the Construction Site conditions likely to be encountered during the execution of the SSJ Contractor's Activities or otherwise in respect of the condition of:
 - (A) the Construction Site, Extra Land or their surroundings; or
 - (B) any structure or other thing on, under, above or adjacent to the Construction Site or Extra Land; or
- (ii) the existence, location, condition or availability of any Utility Service on, under, above, adjacent to or related to the Construction Site or Extra Land.
- (e) Subject to clause 8.7(a) and without limiting clause 8.13(c), the SSJ Contractor warrants and for all purposes it will be deemed to be the case that, as at the date of completion of the BL Investigation Works, the SSJ Contractor:
 - (i) examined the Construction Site and its surroundings and any other information that was made available in writing by the Principal, or any other person on the Principal's behalf, to the SSJ Contractor for the purpose of completion of the BL Investigation Works; and
 - (ii) carried out the BL Investigation Works.

8.8 Latent Conditions

- (a) Latent Conditions are:
 - (i) adverse geotechnical conditions on the Construction Site or its surroundings; or
 - (ii) conditions of Existing Assets,
 which conditions:
 - (iii) differ materially from the conditions identified in the Reports and could not be reasonably inferred from the Reports; and
 - (iv) (other than in respect of geotechnical conditions on the Bankstown Embankment or the condition of the Existing Assets identified in Items 16 to 26 of Schedule E7) could not have been identified or could not have been reasonably anticipated by a competent and experienced contractor which has:
 - (A) done those things the SSJ Contractor is deemed to have done under clause 8.7(b) as at the date of this Contract; and
 - (B) done those things the SSJ Contractor is deemed to have done under clause 8.7(c) as at the date of submitting the Target Cost Offer.
- (b) If during the execution of the SSJ Contractor's Activities, the SSJ Contractor becomes aware of a Latent Condition the SSJ Contractor must:
 - (i) promptly; and
 - (ii) where possible before the physical conditions are disturbed,
 give written notice thereof to the Principal's Representative.

- (c) The SSJ Contractor must provide in that notice to the Principal's Representative a statement specifying:
 - (i) the conditions encountered and in what respects the SSJ Contractor considers they constitute a Latent Condition;
 - (ii) the additional work and additional resources which the SSJ Contractor estimates to be necessary to deal with the Latent Condition;
 - (iii) the time the SSJ Contractor anticipates will be required to deal with the Latent Condition and the expected delay in achieving Construction Completion (if any) as a result of dealing with the Latent Condition;
 - (iv) the SSJ Contractor's estimate [REDACTED]
[REDACTED] required to reflect the cost of the measures necessary to deal with the Latent Condition, including sufficient information to support the estimate; and
 - (v) other details reasonably required by the Principal's Representative.
- (d) The SSJ Contractor acknowledges and agrees if a Latent Condition is encountered that:
 - (i) has a direct effect on the SSJ Contractor carrying out the SSJ Contractor's Activities; and
 - (ii) directly results in an increase in the SSJ Contractor's costs of carrying out the SSJ Contractor's Activities,

which a competent and experienced contractor could not have avoided or mitigated, clause 5 will apply in respect of [REDACTED]
[REDACTED] (to the extent the Principal does not agree with the SSJ Contractor's estimate under clause 8.8(c)(iv)).
- (e) In making a valuation pursuant to clause 8.8(d), regard will not be had to any SSJ Contractor's Activities or additional costs incurred more than 14 days before the date on which the SSJ Contractor gives the written notice required by clause 8.8(b).

8.9 Contamination

- (a) Subject to clauses 8.9(c) and 8.10(f), the SSJ Contractor bears the risk of all Contamination:
 - (i) on, in, over, under or about the Construction Site or any Extra Land which is disturbed by or interfered with in the carrying out of the SSJ Contractor's Activities;
 - (ii) which migrates:
 - (A) on to the Construction Site or any Extra Land as a result of the SSJ Contractor's Activities and which could have been reasonably anticipated by a competent and experienced contractor that had examined:

- (aa) the Construction Site and its surroundings;
 - (bb) any Extra Land and its surroundings; and
 - (cc) all Information Documents and any other information that was made available in writing by the Principal, or any other person on the Principal's behalf, to the SSJ Contractor during the request for proposal period; or
- (B) from the Construction Site or any Extra Land as a result of the SSJ Contractor's Activities; or
- (iii) which otherwise arises out of or in connection with the SSJ Contractor's Activities.
- (b) To the extent clauses 8.9(a)(i), 8.9(a)(ii) or 8.9(a)(iii) applies, the SSJ Contractor must undertake Remediation of any such Contamination in accordance with Law and all guidelines made or approved by the EPA so that:
 - (i) the Construction Site and any Extra Land is suitable for the performance of the SSJ Contractor's Activities and the further construction, operation and maintenance of the Project; and
 - (ii) whole of life costs associated with the further construction, operation and maintenance of the Project at the relevant parts of the Construction Site where the Remediation is undertaken are minimised.
- (c) If:
 - (i) Contamination on, in, over, under or about the Construction Site is caused by the Principal (or its Associates) after the date of this Contract and such Contamination is disturbed by or interfered with in the carrying out of the SSJ Contractor's Activities, clause 8.9(b) will apply; or
 - (ii) the SSJ Contractor is otherwise required by Law, an Authority or this Contract to undertake Remediation of Contamination for which the SSJ Contractor is not responsible under clause 8.9(a), the SSJ Contractor must comply with its obligations at Law, under the Environmental Documents and all guidelines made or approved by the EPA in respect of any such requirement,

however:

 - (iii) where such compliance causes the SSJ Contractor to incur greater cost than otherwise would have been incurred had the Contamination not been caused by the Principal (or its Associates) or the SSJ Contractor had not been required by Law, an Authority or this Contract to Remediate such Contamination (as applicable), the difference will be dealt with and valued as if it were a Change; and
 - (iv) the SSJ Contractor will be entitled to an extension of time under clause 15.8 if the requirements of that clause are satisfied.
- (d) Except to the extent prohibited by Law, the SSJ Contractor must indemnify the Principal from and against any claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with any failure

by the SSJ Contractor to comply with any obligation under this Contract in connection with Contamination.

8.10 **Disposal of Contamination and Waste**

- (a) The SSJ Contractor must:
 - (i) remove from the Construction Site and any Extra Land; and
 - (ii) dispose of,any Contamination or Waste pursuant to its obligations under this Contract to a licensed waste facility in accordance with all relevant Law and Approvals.
- (b) The SSJ Contractor must:
 - (i) ensure that the entity that carries out the storage, treatment, transport and disposal of the Contamination or Waste from the Construction Site or Extra Land holds all relevant Approvals that are necessary or desirable; and
 - (ii) procure and provide evidence of such Approvals to the Principal's Representative upon request.
- (c) The SSJ Contractor must:
 - (i) sort all Contamination and Waste (including separating Compensable Contamination from clean material and any other type of Contamination or Waste);
 - (ii) not contaminate clean material by intermixing any Contamination or Waste; and
 - (iii) not intermix Compensable Contamination with clean material or any other type of Contamination or Waste.
- (d) The SSJ Contractor must ensure, and must ensure that its Associates ensure, that their respective employees, agents and contractors, 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 and Approvals.
- (e) The SSJ Contractor must:
 - (i) keep complete, accurate and up to date records of all materials that are disposed of or otherwise removed from the Construction Site or any Extra Land (including all Contamination and other wastes) including classification certificates and tip dockets for all loads; and
 - (ii) if requested, provide a copy of any such records to the Principal's Representative.
- (g) The SSJ Contractor must indemnify the Principal from and against any claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with any failure by the SSJ Contractor to comply with any

obligation under this clause, provided that the SSJ Contractor's liability to indemnify the Principal will be reduced proportionally to the extent that an act or omission of the Principal contributed to the claim or Loss.

8.11 **Artefacts**

- (a) All valuable minerals, fossils, coins, articles or objects of value or antiquity, and other remains or things of geological, archaeological, anthropological or other special interest found on the Construction Site (all **Artefacts**) are, and will as between the SSJ Contractor and the Principal be and remain, the property of the Principal.
- (b) The SSJ Contractor must:
 - (i) immediately notify the Principal's Representative if it discovers an Artefact;
 - (ii) ensure the Artefact is protected and not lost, removed, disturbed or damaged;
 - (iii) comply with all requirements of Authorities and Law in relation to the Artefact (noting compliance with Law is a contractual requirement and does not constitute a direction of the Principal); and
 - (iv) comply with any directions of the Principal's Representative in relation to the Artefact.
- (c) The SSJ Contractor acknowledges and agrees that compliance with clause 8.11(b)(iii) does not constitute a direction of the Principal's Representative for the purposes of clause 8.11(d).
- (d) Despite the acknowledgements, warranties, releases and indemnities referred to in clauses 8.13(a) to 8.13(d):
 - (i) the Principal will determine under clause 5 [REDACTED]
[REDACTED]
[REDACTED] as a result of the SSJ Contractor complying with:
 - (A) requirements of Authorities and Law in accordance with clause 8.11(b)(iii); or
 - (B) the Principal's Representative's directions under clause 8.11(b)(iv); and
 - (ii) the SSJ Contractor may make a claim for an extension of time under clause 15.8 in respect of any delays the SSJ Contractor suffers in complying with:
 - (A) requirements of Authorities and Law in accordance with clause 8.11(b)(iii); or
 - (B) the Principal's Representative's directions under clause 8.11(b)(iv).

8.12 **Utility Services**

- (a) The SSJ Contractor must:

- (i) investigate, relocate, remove, modify, support, protect, reinstate and provide all Utility Services necessary for the SSJ Contractor to comply with its obligations under this Contract;
- (ii) provide and maintain all signage, line marking, flagmen, barriers and other road traffic devices needed by the SSJ Contractor to comply with its obligations under this Contract, including any such devices reasonably required by the Principal's Representative;
- (iii) despite any other provision in the Contract to the contrary, ensure that no Utility 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 SSJ Contractor's Activities;
- (iv) cooperate and coordinate with the owners of all Utility Services, and implement their requirements as part of the SSJ Contractor's Activities; and
- (v) 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 Utility Service arising out of or in any way in connection with the SSJ Contractor's Activities, provided that the SSJ 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.

(■ [REDACTED]
[REDACTED]

■ [REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

8.13 Information Documents

- (a) Whether or not any Information Documents or any part thereof form an Schedule to this Contract, the SSJ Contractor acknowledges that:
- (i) the Information Documents or part thereof do not form part of this Contract and that clause 8.13(c) applies to the Information Documents or part thereof; and
 - (ii) where Information Documents or any part thereof form a Schedule to this Contract, they do so only for the purposes of identification of that document or part thereof.
- (b) Without limiting clause 8.13(c):
- (i) the SSJ 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 the Information Documents do not form part of this Contract; and
 - (ii) subject to clause 8.13(e), the Principal will not be liable upon any Claim by the SSJ 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 to or by the SSJ Contractor or any other person to whom the Information Documents are disclosed; or
 - (B) a failure by the Principal to provide any other information, data or documents to the SSJ Contractor.
- (c) The SSJ 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 SSJ Contractor, by the Principal or anyone on behalf of the Principal or any other information, data, representation, statement or document for which the Principal is responsible or may be responsible whether or not obtained from the Principal or anyone on behalf of the Principal; or
 - (B) the accuracy, adequacy, suitability or completeness of such information, data, representation, statement or document,
- for the purposes of entering into this Contract except to the extent that any such information, statement or document forms part of this Contract;

- (ii) warrants that it:
 - (A) enters into this Contract based on its own investigations, interpretations, deductions, information and determinations;
 - (B) has examined and will continue to examine all other relevant information available on reasonable enquiry;
 - (C) has obtained and considered all necessary information relevant to the risks, contingencies and other circumstances having an effect on the SSJ Contractor's Activities;
 - (D) has satisfied itself as to the correctness and sufficiency of the Contract having regard to the risks referred to in clause 8.13(c)(ii)(C); and
 - (E) has taken such professional advice as is appropriate for projects of the type contemplated by this Contract; and
- (iii) acknowledges that it is aware that the Principal has entered into this Contract relying upon the warranties, acknowledgements and agreements in clauses 8.13(c)(i) and 8.13(c)(ii).
- (d) Subject to clause 8.13(e), the SSJ Contractor irrevocably releases and indemnifies the Principal (and any of its officers, employees, consultants and agents) from and against:
 - (i) any claim against them by, or liability of them to, any person; or
 - (ii) (without being limited by clause 8.13(d)(i)) any costs, expenses, Losses, liabilities or damages suffered or incurred by them,arising out of or in any way in connection with:
 - (iii) the provision of, or the purported reliance upon, or use of the Information Documents, as referred to in clauses 8.13(b) and 8.13(c)(i), to or by the SSJ Contractor or any other person to whom the Information Documents are disclosed or a failure by the Principal to provide any information, data or documents to the SSJ Contractor (other than any information, data or documents which the Principal is required to provide to the SSJ Contractor by the terms of this Contract);
 - (iv) any breach by the SSJ Contractor of this clause 8.13; or
 - (v) the Information Documents 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 releases and indemnities under clause 8.13(d) benefit the Principal and its officers, employees, consultants and agents. The Principal may enforce each release and indemnity in its own right and on behalf of its officers, employees, consultants and agents.

- (f) The acknowledgements, warranties, releases and indemnities referred to in clauses 8.13(a) to 8.13(d) do not affect the SSJ Contractor's rights under clause 8.8(d).

8.14 **Principal's Right to Access and Inspect**

Subject to clause 8.16, the SSJ Contractor must:

- (a) without limiting clauses 8.4 and 8.5, minimise disruption or inconvenience to:
 - (i) the Principal, occupiers (including railway system or rail passengers and other users), tenants and potential tenants of the Construction Site, Extra Land or any other land or buildings above or adjacent to the Construction Site or any Extra Land or a part thereof in their occupation or use of, or attendance upon, any part of the Construction Site or Extra Land, including any occupation or use of the Project Works, a Portion or a part thereof under clause 17.5; and
 - (ii) others having a right of access to the Construction Site, Extra Land or any other land or buildings on or adjacent to the Construction Site or any Extra Land; and
- (b) at all times:
 - (i) give the Principal's Representative, the Principal, the Interface Contractors, and any person authorised by either the Principal's Representative or the Principal access to:
 - (A) the Project Works;
 - (B) the Construction Site; or
 - (C) any other areas where the SSJ Contractor's Activities are being carried out,including unobstructed vehicular access through the Construction Site; and
 - (ii) provide the Principal, the Principal's Representative, the Independent Certifier and any person authorised by either the Principal's Representative or the Principal with every reasonable facility necessary for the Inspection of the SSJ Contractor's Activities, including the SSJ Contractor's compliance with the Authority Approvals.

8.15 **Condition Surveys**

The SSJ Contractor must:

- (a) identify and prepare a condition survey of all property that could be affected or damaged by the SSJ Contractor's Activities and as required by the Planning Approval and in accordance with MR PA;
- (b) prepare this condition survey 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 SSJ Contractor's Activities or undertaking the Project Works, where that work could damage property on or off the Construction Site;
- (c) in preparing this condition survey, use suitably skilled, qualified, and experienced personnel or Subcontractors; and

- (d) prior to Construction Completion, rectify any damage to property caused by the SSJ Contractor's Activities.

8.16 **Setting Out**

- (a) The SSJ Contractor must:
 - (i) set out the Project Works in accordance with the requirements of this Contract, based on information and survey marks (including any survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring work) identified by the SSJ Contractor that are suitable for their purposes;
 - (ii) carry out any survey (including providing all instruments and things) that may be necessary for this purpose; and
 - (iii) for this purpose keep all survey marks in their true positions.
- (b) If the SSJ Contractor discovers an error in the position, level, dimensions or alignment of any part of the Project Works, the SSJ Contractor must immediately notify the Principal's Representative and, unless the Principal's Representative otherwise directs, the SSJ Contractor must at its cost rectify the error.

8.17 **Works to be constructed within Project Site**

The SSJ Contractor must ensure that the Works are constructed within the relevant boundaries of the Project Site.

8.18 **Survey**

The SSJ Contractor must, as a condition precedent to Construction Completion of the Project 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 14.11 a Survey Plan for the Project 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 Project Works and all Utility 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 Project Works or the Portion has been constructed within the relevant boundaries of the Project Site stipulated in this Contract, except only for parts of the Project Works or Portion specifically required by this Contract to be outside those boundaries;
- (ii) the elements of the Project Works or the Portion are in the positions and within the tolerances required by Law and this Contract;
- (iii) the survey information included in the configuration materials provided pursuant to the MRs complies with the requirements of this Contract; and
- (iv) any other matter identified by the Principal's Representative, complies with the requirements of this Contract.

8.19 **Principal not in Control**

The SSJ Contractor and Principal acknowledge that nothing in this Contract including the right to inspect pursuant to clause 8.14 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 SSJ Contractor's Activities or the Construction Site or Extra Land; or
- (b) the Principal has any responsibility for any act or omission by the SSJ Contractor or its Subcontractors or agents including compliance or non-compliance with any relevant Laws, Authority Approvals or this Contract.

8.20 **Track Possessions and Temporary Shutdowns**

- (a) Schedule E2 identifies the available Track Possessions and Temporary Shutdowns (with power isolations).
- (b) The Principal will liaise with any relevant Rail Transport Agency to procure for the benefit of the SSJ Contractor the Track Possessions and Temporary Shutdowns as set out in Schedule E2.
- (c) The SSJ Contractor must:
 - (i) coordinate the SSJ Contractor's Activities with the calendar of available Track Possessions and Temporary Shutdowns and make proper allowances in all programs for the calendar of available Track Possessions and Temporary Shutdowns; and
 - (ii) set out in each version of the SSJ Contractor Program the Track Possessions and Temporary Shutdowns that it proposes to utilise in carrying out the Project Works.
- (d) The SSJ Contractor acknowledges that it will not have exclusive access to any Track the subject of a Track Possession and Temporary Shutdown and must:
 - (i) without limiting clauses 3.2 or 3.3 coordinate its activities with whoever else is sharing the relevant Track Possession or Temporary Shutdown; and
 - (ii) allow any relevant Rail Transport Agency and Other Contractors to pass through any track the subject of the relevant Track Possession or Temporary Shutdown.

- (e) If the SSJ Contractor requires a Track Possession or power isolation in addition to the Track Possessions identified in clause 8.20(a) for the performance of the SSJ 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) 52 weeks prior written notice in respect of each Additional Track Possession or Power Isolation that falls on a weekend; or
- (ii) 26 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.

- (f) Following receipt of a request for an Additional Track Possession or Power Isolation under clause 8.20(d), the Principal may assist the SSJ 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.
- (g) If an Additional Track Possession or Power Isolation is granted by a Rail Transport Agency, the SSJ Contractor must make the necessary arrangements for the Additional Track Possession or Power Isolation in accordance with the MRs.
- (h) The SSJ Contractor must effectively and efficiently utilise each Track Possession and Temporary Shutdown.
- (i) The SSJ Contractor acknowledges and agrees that:
- (i) the Principal or any relevant Rail Transport Agency may alter or cancel any Track Possession, Temporary Shutdown, 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, Temporary Shutdown or power isolation referred to in clause 8.20(a); or
 - (B) cancellation of Additional Track Possession or Power Isolation once it has been obtained,

is set out in clauses 5 and 15.7.

8.21 **Indemnity for delays to rail services**

- (a) The SSJ Contractor must:
- (i) Hand Back the relevant part of the Rail Corridor by the scheduled end of any Track Possession or Temporary Shutdown;
 - (ii) not cause any delay to rail services;
 - (iii) in the event of an emergency, cease to occupy the relevant part of the Rail Corridor within a reasonable period of the emergency occurring; and

- (iv) immediately notify Sydney Train's Representative (with a copy to the Principal) if the SSJ Contractor anticipates it may be late in vacating the Rail Corridor.

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■ [REDACTED]
[REDACTED]

- (c) Clause 8.21(b) sets out the Principal's sole and exclusive remedy for loss as a result of an event described in clause 8.21(b)(i) or 8.21(b)(ii).
- (d) The SSJ Contractor's liability to indemnify the Principal under clause 8.21(b) will be reduced proportionally to the extent that any act or omission of the Principal, its Associates, Sydney Trains or RailCorp contributed to the costs, expenses, losses or damages.
- (e) A delay to the commencement of a Track Possession or Temporary Shutdown will not:
 - (i) affect the SSJ Contractor's liability to indemnify the Principal under clause 8.21(b); or

- (ii) constitute an act or omission of the Principal, its Associates, Sydney Trains or RailCorp for the purposes of clause 8.21(d).

9. COMPLIANCE

9.1 Quality of Work

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

9.2 Management Requirements

The SSJ Contractor must comply with the requirements of the MRs.

9.3 Environmental Management

The SSJ Contractor must:

- (a) hold and maintain an environmental management system which complies with the requirements of the MRs for so long as any SSJ Contractor's Activities are carried out;
- (b) as part of the Contract Management Plan, document, implement and maintain a project-specific Construction Environmental Management Plan for the management of environmental matters in accordance with the MRs;
- (c) carry out the SSJ 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 MRs in relation to environmental management on the Construction Site 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 Project Works, Temporary Works and all other SSJ Contractor's Activities.

9.4 Health and Safety Management

The SSJ Contractor must:

- (a) hold and maintain a health and safety management system for so long as any SSJ Contractor's Activities are carried out that complies with the WHS Guidelines and the MRs;
- (b) as part of the Contract Management Plans, develop, document and implement a contract specific Project Health and Safety Management Plan (including safe work method statements) in accordance with the WHS Guidelines and MRs;
- (c) carry out the SSJ Contractor's Activities in accordance with the Project Health and Safety Management Plan and safe work method statements;

- (d) create a safe working environment for ensuring the safety of all authorised personnel on the Construction Site 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 MRs in relation to the WHS management on the Construction Site and Extra Land.

9.5 Safety

- (a) The SSJ Contractor must ensure that the SSJ Contractor's Activities are carried out:
 - (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.
- (b) 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 SSJ Contractor's Activities:
 - (i) the Principal's Representative may direct the SSJ Contractor to change its manner of working or to cease working; and
 - (ii) the SSJ Contractor must, at its cost, comply with any direction by the Principal's Representative under clause 9.5(b)(i).
- (c) The SSJ Contractor must:
 - (i) ensure that in carrying out the SSJ Contractor's Activities:
 - (A) it complies with all Law, including the WHS Law, RSNL, HVNL and other requirements of this Contract for work health, safety, rail safety and rehabilitation management (including, but not limited to, those requirements set out in the WHS Guidelines);
 - (B) the SSJ Contractor, all Subcontractors, contractors or consultants engaged by the SSJ Contractor comply with the requirements referred to in this clause 9.5 and their respective obligations under the WHS Legislation and RSNL; and
 - (C) it complies with its obligations under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a 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, rail safety, chain of responsibility and rehabilitation matters arising out of, or in any way in connection with, the SSJ Contractor's Activities, unless otherwise directed by the Principal;
 - (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 clause 9.5(c)(i), together with written assurance(s) from the SSJ Contractor about the SSJ 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 14.5, on all work health, safety and rehabilitation matters (including matters concerning or arising out of, or in any way in connection with, this clause 9.5), or any other relevant matters as the Principal's Representative may require from time to time, including a summary of the SSJ Contractor's compliance with the WHS Legislation;
 - (vi) consult, cooperate and coordinate 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 Project 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 9.5 .
- (d) Without limiting clause 22.12 the Principal may take any action necessary to protect or to prevent or minimise risks to, the Project Works, the Environment, other property or the health or safety of people.
- (e) If the action taken by the Principal under clause 9.5(d) is action which the SSJ Contractor was required to take under this Contract but did not take, the amount of any penalty, fine, damage, expense, cost (including any reasonable legal fees), 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 9.5(d); or
 - (ii) the SSJ Contractor's failure to take that action,
- will, except to the extent prohibited by Law, be a debt due from the SSJ Contractor to the Principal.
- (f) The SSJ Contractor:
- (i) warrants that it is accredited under the WHS Accreditation Scheme;
 - (ii) must comply with all the requirements of, and maintain accreditation under, the WHS Accreditation Scheme while "building work" (as defined in section 6 of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth)) is carried out; and
 - (iii) must ensure that all Subcontracts with Subcontractors carrying out work or providing services on the Construction Site impose obligations on those Subcontractors that enable the SSJ Contractor to comply with its obligations under this clause 9.5(f).

(g) Without limiting the SSJ Contractor's obligations under any other clause of this Contract, insofar as the SSJ Contractor, in carrying out the SSJ 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 SSJ Contractor must comply with the applicable obligations under the WHS Legislation.

(h) Without limiting the SSJ Contractor's obligations under any other clause of this Contract, the SSJ Contractor must:

- (i) ensure that, if any Law, including in the State or Territory in which the Project Works are situated or the Project Works are carried out (as the case may be), require that:
 - (A) a person:
 - (aa) be authorised or licensed (in accordance with the WHS Legislation) to carry out any work at that workplace, that person is so authorised or licensed, and complies with any conditions of such authorisation or licence; and/or
 - (bb) 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;
- (ii) not direct or allow a person to carry out or use plant or substance at a workplace unless the requirements of subparagraph (i) are met (including any requirement to be authorised, licensed, qualified or supervised); and
- (iii) if requested by the Principal's Representative or required by the WHS Legislation, produce evidence of any approvals, certificates, authorisations,

licences, prescribed qualifications or experience, or any other information relevant to work health and safety (as the case may be) to the satisfaction of the Principal's Representative before the SSJ Contractor or Subcontractor (as the case may be) commences such work.

9.6 Rail Safety

- (a) Without limiting any other clause in the Contract, the SSJ Contractor must comply with the Rail Safety National Law.
- (b) The SSJ Contractor must ensure that it does not do anything or fail to do anything that would cause the Principal to be in breach of the Rail Safety National Law and Rail Safety Regulations.
- (c) The SSJ Contractor acknowledges that:
 - (i) the SSJ Contractor's Activities and the Project Works are being undertaken for the purpose of constructing a railway;
 - (ii) the Principal holds Accreditation under the Rail Safety National Law as a Rail Infrastructure Manager; and
 - (iii) to the extent that the SSJ Contractor's Activities comprise Railway Operations, for the purposes of the Rail Safety National Law it carries out those SSJ Contractor's Activities for and on behalf of the Principal's Accreditation.
- (d) In carrying out any part of the SSJ Contractor's Activities which require Accreditation as a Rail Infrastructure Manager, the SSJ Contractor must:
 - (i) comply with all conditions of the Principal's Accreditation as a Rail Infrastructure Manager and the Principal's Safety Management System;
 - (ii) not do anything or fail to do anything that may cause the Principal to breach its obligations under the Rail Safety National Law;
 - (iii) carry out the SSJ Contractor's Activities so as not to put the Principal in breach of its obligations as a Rail Infrastructure Manager under the Rail Safety National Law and Rail Safety Regulations;
 - (iv) not do anything (or fail to do anything) which jeopardises the Principal's Accreditation; and
 - (v) without limiting clause 9.6(d), ensure that the SSJ Contractor's Subcontractors engaged in or in connection with the SSJ Contractor's Activities, comply with clauses 9.6(d)(i) and 9.6(d)(ii).
- (e) In carrying out any part of the SSJ Contractor's Activities which require Accreditation as a rolling stock operator, the SSJ Contractor must:
 - (i) ensure that the SSJ Contractor, or one of its Subcontractors, holds the necessary Accreditation for that part of the SSJ Contractor's Activities; and
 - (ii) comply with the conditions of that Accreditation.
- (f) Without limiting or otherwise affecting any other provision under this Contract, the SSJ Contractor must, and must ensure that its Subcontractors, comply with all

obligations under the Rail Safety National Law including entering into interface agreements required by Part 3 of the Rail Safety National Law in respect of any part of the SSJ Contractor's Activities which require Accreditation as a rolling stock operator.

- (g) The SSJ Contractor must liaise and cooperate with the Principal and any other Rail Transport Operator and provide any reasonable assistance and documentation to the Principal, or any other Rail Transport Operator, as such party may require in relation to safety matters.
- (h) Without limiting clause 9.6(g), the SSJ Contractor must provide the Principal with copies of all notices, reports and other correspondence given or received by the SSJ Contractor under or in connection with the Rail Safety National Law and the Rail Safety Regulations:
 - (i) relating to the SSJ Contractor's Activities or the Project Works; or
 - (ii) which may adversely affect the ability of the SSJ Contractor to perform the SSJ Contractor's Activities,

promptly after such notices are given or received (but in any event no later than 5 Business Days after they are given or received by the SSJ Contractor).
- (i) Without limiting clause 9.6(f), the SSJ Contractor must ensure that all persons engaged by the SSJ Contractor in or in connection with the SSJ Contractor's Activities:
 - (i) are competent to carry out the work for which they are engaged for the purposes of section 52 of the Rail Safety National Law; and
 - (ii) comply with their obligations under the Rail Safety National Law (including under section 56 of the Rail Safety National Law).
- (j) The SSJ Contractor must and must ensure that its Subcontractors:
 - (i) promptly give all Investigative Authorities such access to premises and information as any Investigative Authority lawfully requests, within the time requested;
 - (ii) cooperate with and respond to any lawful requests made by any Investigative Authority, within the time requested;
 - (iii) do not hinder or delay any Investigative Authority in carrying out its duties.
- (k) Compliance by the SSJ Contractor with its obligations under this clause 9.6 does not discharge the SSJ Contractor from complying with its other obligations under the Contract and is not evidence of compliance by the SSJ Contractor with its other obligations under the Contract.
- (l) To the extent not prohibited by Law, the SSJ 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 SSJ Contractor's failure to comply with this clause 9.6.

9.7 Principal Contractor

- (a) In this clause 9.7 the terms 'construction project', 'construction work', 'notifiable incident', 'place of work', 'person conducting a business or undertaking' (**PCBU**), 'principal contractor' and 'workplace' have the same meanings assigned to those terms under the WHS Legislation.
- (b) For the purpose of the WHS Legislation and the Contract, the Project Works and any Other Contractor Work is taken to be part of the same construction project.
- (c) The Principal:
 - (i) engages Laing O'Rourke Australia Construction Pty Ltd as the principal contractor in respect of the SSJ Contractor's Activities and all Other Contractor Work carried out on the Construction Site; and
 - (ii) authorises Laing O'Rourke Australia Construction Pty Ltd to have management and control over the Construction Site and of each workplace at which the SSJ 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.
- (d) Laing O'Rourke Australia Construction Pty Ltd:
 - (i) accepts the engagement as principal contractor and agrees to discharge all the duties imposed on a principal contractor by the WHS Legislation and the Contract;
 - (ii) must exercise and fulfil all of the functions and obligations of a principal contractor under the WHS Legislation so as to:
 - (A) ensure that the responsibilities imposed on a principal contractor by the WHS Legislation are discharged; and
 - (B) enable the Principal to satisfy its obligations under the WHS Legislation in connection with the Construction Site.
- (e) Laing O'Rourke Australia Construction Pty Ltd's engagement and authorisation as principal contractor continues until the termination of the Contract unless sooner revoked by the Principal.
- (f) To the extent not prohibited by law, the SSJ Contractor must indemnify the Principal from and against all claims against the Principal, or Loss (including reasonable legal fees) suffered or incurred by the Principal, arising out of or in any way in connection with any failure of:
 - (i) Laing O'Rourke Australia Construction Pty Ltd to exercise or fulfil the functions and responsibilities of a principal contractor under the WHS Legislation that Laing O'Rourke Australia Construction Pty Ltd is required to discharge in accordance with this clause 9.7; or
 - (ii) the SSJ Contractor to otherwise comply with the WHS Legislation, Rail Safety National Law, Rail Safety National Regulations, Heavy Vehicle National Law or other Law concerning work health and safety or clauses 9.4, 9.5 and 9.6.

- (g) Where the Principal is not otherwise able to validly engage Laing O'Rourke Australia Construction Pty Ltd as principal contractor pursuant to clause 9.7(c), the SSJ Contractor must exercise and fulfil the functions and obligations of the principal contractor under the WHS Legislation as if the SSJ Contractor had been validly engaged as the principal contractor under the WHS Legislation so as to ensure that the responsibilities imposed on a principal contractor by the WHS Legislation are discharged. For this purpose, the Principal authorises the SSJ Contractor to exercise such authority of the Principal as is necessary to enable the SSJ Contractor to discharge the responsibilities imposed on a principal contractor under the WHS Legislation.
- (h) Without limiting anything else in this clause 9.7, the SSJ Contractor must, in respect of any construction work carried out on all or part of the Extra Land, ensure that Laing O'Rourke Australia Construction Pty Ltd discharges the duties of a principal contractor under the WHS Legislation in respect of such construction work.
- (i) Without limiting any other provision of this Contract, the SSJ Contractor:
- (i) must discharge all the obligations under the WHS Legislation and under any plan or any other laws relating to WHS;
 - (ii) accepts that it is the PCBU:
 - (A) carrying out the construction work; and
 - (B) in respect of the Project Works,for the purposes of the WHS Legislation;
 - (iii) is responsible for all costs associated with performing the role of principal contractor;
 - (iv) must comply with any direction on safety issued by a relevant Authority;
 - (v) must immediately notify the Principal of any notifiable incident in connection with the Project Works and/or the Construction Site;
 - (vi) must provide to the Principal all notices and correspondence concerning WHS issued in connection with the Project Works within 5 Business Days after the dispatch and/or receipt of any such notice or correspondence;
 - (vii) acknowledges that it has control and management of the area of the parts of the Construction Site on which it is carrying out the SSJ Contractor's Activities;
 - (viii) must itself comply, and ensure that all subcontractors engaged by the SSJ Contractor in connection with the Project Works comply with their respective obligations under the WHS Legislation;
 - (ix) must ensure that it carries out the Project Works in a manner which ensures that the Principal satisfies its obligations under the WHS Legislation; and
 - (x) must display signs that are clearly visible from outside the place of work identifying the SSJ Contractor as the principal contractor and stating the contact telephone numbers of the SSJ Contractor (including an after hours

emergency telephone number) and the location of the SSJ Contractor's main site administration facilities for the construction project.

- (j) The Principal may notify the SSJ Contractor that it has terminated Laing O'Rourke Australia Construction Pty Ltd's engagement as principal contractor and advise the SSJ Contractor of the new principal contractor for the Project Works.
- (k) If Laing O'Rourke Australia Construction Pty Ltd's appointment and engagement as principal contractor is terminated under clause 9.7(j), then the SSJ Contractor must (and must ensure that its officers, employees, contractors, subcontractors, and agents also):
 - (i) comply with all requirements of the new principal contractor in executing the Project Works and its other obligations under this Contract so as to enable the new principal contractor to meet its obligations under the WHS Legislation; and
 - (ii) refrain from doing anything that may impede upon the new principal contractor from complying with its obligations under the WHS Legislation.

9.8 **No Relief from Obligations**

The SSJ Contractor will not be relieved from any of its liabilities or responsibilities under this Contract (including under clause 13 or otherwise according to law) nor will the rights of the Principal whether under this Contract or otherwise according to law be limited or otherwise affected, by:

- (a) the implementation of, and compliance with, any management system or plan by the SSJ Contractor;
- (b) compliance with the Contract Management Plan by the SSJ 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 SSJ Contractor proceeding past any hold point or witness point identified in the SWTC, the MRs or otherwise directed by the Principal's Representative;
- (d) any failure by the Principal, the Principal's Representative or any other person acting on behalf of the Principal or engaged by the Principal to detect any Defect, particularly whilst participating in any hold point or witness point procedure, including where such a failure is the result of a negligent act or omission; or
- (e) any inspections arranged by the Principal's Representative under the Contract or any related discussions between the SSJ Contractor's Representative and the Principal's Representative.

9.9 **Engineering Authorisation**

The SSJ Contractor represents and warrants that the SSJ Contractor (or an entity that comprises the SSJ Contractor) is an AEO and has obtained ASA Authorisation to carry out the Asset Lifecycle Services.

9.10 **ASA Compliance**

- (a) Without limiting or otherwise restricting clauses 9.10(b) and 9.10(c), the SSJ Contractor must:

- (i) ensure that ASA Authorisation to carry out the Asset Lifecycle Services is held and maintained for so long as the SSJ Contractor's Activities are carried out; and
 - (ii) comply (and must ensure that its Subcontractors and all personnel for which the SSJ Contractor is responsible comply) with the conditions of the applicable ASA Authorisation.
- (b) The SSJ Contractor must (and must ensure that its Subcontractors and all personnel for which the SSJ Contractor is responsible):
 - (i) implement and comply with any ASA Requirements applicable to the Asset Lifecycle Services;
 - (ii) immediately notify the Principal's Representative in writing of any non-compliance with clauses 9.9 and 9.10;
 - (iii) cooperate fully with the ASA in the performance of the ASA's functions;
 - (iv) provide access to premises and resources as reasonably required by the ASA, including so that the ASA can effectively carry out its review, surveillance and audit functions;
 - (v) comply with the directions, instructions and requirements issued by the ASA;
 - (vi) notify the ASA of any matter that could reasonably be expected to affect the exercise of the ASA's functions;
 - (vii) 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
 - (viii) 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.
- (c) The SSJ 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 performance of any of its obligations under this clause 9.10.

9.11 Australian Government Requirements

- (a) The SSJ Contractor:
 - (i) declares as at the date of this Contract; and
 - (ii) must ensure during the term of this Contract,

that, in relation to the Project Works, it and its Subcontractors, consultants and each related entity:

 - (iii) complies with, and acts consistently with, the Building Code;
 - (iv) meets the requirements of section 11 of the Building Code;

- (v) is not subject to an Exclusion Sanction or a formal warning that any further failure to comply with the Building Code may result in the imposition of an Exclusion Sanction;
 - (vi) has not been the subject of an adverse decision, direction or order, or failed to comply with a decision, direction or order, made by a court or tribunal for a breach of the BCIIP Act, a designated building law, work health and safety law, competition and consumer law or the *Migration Act 1958* (Cth) (other than a decision, direction or order that is stayed or has been revoked);
 - (vii) has not been required to pay any amount under an adjudication certificate or owed any unsatisfied judgement debts to a building contractor or building industry participant (as those terms are defined in the BCIIP Act);
 - (viii) only uses products that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
 - (ix) unless approved by the ABC Commissioner, is not excluded from performing Building Work funded by a state or territory government; and
 - (x) will comply with any Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code.
- (b) The SSJ Contractor acknowledges and agrees that compliance with the Building Code does not relieve the SSJ Contractor from any responsibility or obligation under this Contract, or from liability for any Defect in the Project Works arising from compliance with the Building Code.
- (c) The SSJ Contractor must promptly:
- (i) notify the ABCC of:
 - (A) any breach or suspected breach of the Building Code as soon as practicable, but no later than 2 Business Days after becoming aware of the breach or suspected breach, and advise the ABCC of the steps proposed to be taken by the SSJ Contractor to rectify the breach; and
 - (B) the steps taken to rectify any breach of the Building Code within 14 days of providing a notification under clause 9.11(c)(i)(A); and
 - (ii) give the Principal a copy of any notification given by the SSJ Contractor to the ABCC under clause 9.11(c)(i) and respond to any requests for information by the Principal concerning matters related to the Building Code so as to enable the Principal to comply with its obligations under section 28 of the Building Code.
- (d) The SSJ Contractor acknowledges the powers and functions of the ABC Commissioner and the ABCC under the BCIIP Act and the Building Code and must ensure that it (and must procure that its Subcontractors, consultants and each related entity) complies with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including requests:
- (i) for entry under section 72 of the BCIIP Act;
 - (ii) to interview any person under section 74 of the BCIIP Act;

- (iii) to produce records or documents under sections 74 and 77 of the BCIP Act; and
 - (iv) for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
- (e) The SSJ Contractor must not enter into a Subcontract for any aspect of the Project Works unless:
 - (i) the Subcontractor has submitted a Declaration of Compliance, including the further information outlined in Attachment A to the Declaration of Compliance, which the SSJ Contractor agrees is substantially in the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
 - (ii) the Subcontract with the Subcontractor includes an equivalent clause to this clause 9.11.
- (f) The SSJ Contractor must provide the Commonwealth with any Subcontractor's Declaration of Compliance referred to in clause 9.11(e) promptly upon request.
- (g) The SSJ Contractor must maintain adequate records of the compliance with the Building Code by:
 - (i) the SSJ Contractor;
 - (ii) the Subcontractors;
 - (iii) the SSJ Contractor's consultants; and
 - (iv) any related entity of the SSJ Contractor.
- (h)** For the purposes of this clause 9.11, "related entity" has the meaning given to that term in subsection 3(2) of the Building Code.

9.12 **NSW Code of Practice**

- (a) NSW Code and NSW Guidelines
 - (i) In addition to terms defined in this document, terms used in this clause 9.12 have the same meaning as is attributed to them in the New South Wales Government's Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction (**NSW Guidelines**) (as published by the NSW Treasury in July 2013). The NSW Code and NSW Guidelines are available at www.procurepoint.nsw.gov.au.
- (b) Primary Obligation
 - (i) The SSJ Contractor must at all times comply with, and meet any obligations imposed by, the NSW Government's Code of Practice for Procurement (**NSW Code**) and NSW Guidelines.
 - (ii) The SSJ 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.

- (iii) Where the SSJ Contractor engages a Subcontractor, the SSJ Contractor must ensure that the contract imposes on the Subcontractor equivalent obligations to those in this clause 9.12, including that the Subcontractor must at all times comply with, and meet any obligations imposed by, the NSW Code and the NSW Guidelines.
- (iv) The SSJ Contractor must not appoint or engage another party in relation to the Project Works where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Code or NSW Guidelines.

(c) Access and information

- (i) The SSJ Contractor must maintain adequate records of compliance with the NSW Code and NSW Guidelines by it, its Subcontractors and related entities.
- (ii) The SSJ Contractor must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:
 - (A) enter and have access to sites and premises controlled by the SSJ Contractor, including but not limited to the Construction Site;
 - (B) inspect any work, material, machinery, appliance, article or facility;
 - (C) access information and documents;
 - (D) inspect and copy any record relevant to the Project Works;
 - (E) have access to personnel; and
 - (F) interview any person,

as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Code and NSW Guidelines, by the SSJ Contractor, its Subcontractors and related entities.
- (iii) The SSJ 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.

(d) Sanctions

- (i) The SSJ Contractor warrants that at the time of entering into this Contract, neither it, nor any of its related entities, are subject to a sanction in connection with the NSW Code or NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and NSW Guidelines apply.
- (ii) If the SSJ 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.
- (iii) Where a sanction is imposed:
 - (A) it is without prejudice to any rights that would otherwise accrue to the parties; and

- (B) the State of NSW (through its agencies, Ministers and the CCU) may:
 - (aa) record and disclose details of non-compliance with the NSW Code or NSW Guidelines and the sanction; and
 - (bb) take them into account in the evaluation of future procurement processes and responses that may be submitted by the SSJ Contractor, or its related entities, in respect of work to which the NSW Code and NSW Guidelines apply.
- (e) Compliance
 - (i) The SSJ Contractor:
 - (A) 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; and
 - (B) 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.
 - (ii) Compliance with the NSW Code and NSW Guidelines does not relieve the SSJ Contractor from responsibility to perform the SSJ Contractor's Activities and any other obligation under the Contract, or from liability for any Defect in the Project Works or from any other legal liability, whether or not arising from its compliance with the NSW Code and NSW Guidelines.
 - (iii) Where a change in the Contract or the Project Works is proposed, and that change may, or may be likely to, affect compliance with the NSW Code and NSW Guidelines, the SSJ Contractor must immediately notify the Principal (or nominee) of the change, or likely change and specify:
 - (A) the circumstances of the proposed change;
 - (B) the extent to which compliance with the NSW Code and NSW Guidelines will be, or is likely to be, affected by the change; and
 - (C) what steps the SSJ Contractor proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to a Workplace Relations Management Plan or Project Health and Safety Management Plan),

and the Principal will direct the SSJ Contractor as to the course it must adopt within 10 Business Days of receiving notice.

9.13 TfNSW's Statement of Business Ethics

- (a) The SSJ Contractor must at all times comply with TfNSW's Statement of Business Ethics, a copy of which is available at www.transport.nsw.gov.au.
- (b) Prior to the engagement of any Subcontractor by the SSJ Contractor, the SSJ Contractor must obtain a written acknowledgement from such Subcontractor that it has received, read, understood and will comply with TfNSW's Statement of Business Ethics.

9.14 Independent Advisers

(a) Independent Safety Advisor

- (i) Until and including the date of expiry of the final Defects Correction Period, the Principal will engage an Independent Safety Advisor to perform Independent Safety Assessments.
- (ii) The SSJ Contractor acknowledges that:
 - (A) the Independent Safety Advisor may take into account any reasonable comments made by the Principal in relation to the Independent Safety Assessment or any material prepared or produced in connection with an Independent Safety Assessment; and
 - (B) any material prepared or produced in connection with an Independent Safety Assessment will be provided to the Principal promptly after the relevant material is prepared or produced.

(b) Independent Estimator

- (i) Until and including the date of expiry of the final Defects Correction Period, the Principal will engage an Independent Estimator to provide advice, as and when requested by the Principal, in respect of any adjustments to the Target Cost in order to determine if such adjustments offer value for money.

(c) Financial Auditor

- (i) The Principal will until the date of expiry of the final Defects Correction Period, engage a Financial Auditor to provide a quarterly report to the Principal's Representative in which the Financial Auditor provides the following:
 - (A) undertake financial assessments of the SSJ Contractor;
 - (B) certify that payments have been made to Subcontractors in accordance with requirements of the Contract;
 - (C) reconcile the Project Bank Account statements; and
 - (D) undertake sample audits, using a risk-based approach, of the costs claimed as reimbursable by the SSJ Contractor to confirm if were correctly incurred and are actual costs exclusive of margins, design and preliminaries related costs.
- (ii) The report provided under clause 9.14(c)(i) will be provided to the Principal's Representative.

(d) The SSJ Contractor acknowledges that:

- (i) the Independent Estimator and the Financial Auditor will require full access to all accounts, subcontracts and financial information for the Contract;
- (ii) it will cooperate in facilitating any functions of the Independent Estimator and the Financial Auditor including by making available all necessary accounts, subcontracts and financial information to the Principal's

Representative, the Independent Estimator and the Financial Auditor to enable an audit to be conducted; and

- (iii) the Principal is under no obligation to proceed on the basis of the advice and reports provided by the Independent Safety Advisor, the Independent Estimator or the Financial Auditor under this clause 9.14.

9.15 **Asset Management Information**

- (a) The SSJ Contractor must prepare and submit Asset Management Information for the relevant Portion in accordance with the requirements of Appendix B12 of the SWTC.
- (b)** All Asset Management Information must comply with the requirements of this Contract including the SWTC.
- (c) The Principal's Representative must, within 15 Business Days of the submission of the Asset Management Information for a Portion, either:
 - (i) reject the Asset Management Information for a failure to comply with the requirements of this Contract, which rejection must specify what development, updating and amendment of the Asset Management Information is required (together with reasons) and a time within which this must occur; or
 - (ii) advise in writing that the Asset Management Information is not rejected.
- (d) If the Asset Management Information for a Portion is rejected by the Principal's Representative, the SSJ Contractor must update and resubmit the Asset Management Information and clause 9.15(c) will re-apply except that the reference to "15 Business Days" will be deemed to be a reference to the Principal's Design Re-Review Period.
- (e) The SSJ Contractor acknowledges and agrees that the Principal's Representative may make comments to the SSJ Contractor in respect of any Asset Management Information submitted under clause 9.15(a) or clause 9.15(d).
- (f) The Principal's Representative may:
 - (i) provide copies of any Asset Management Information to; and
 - (ii) seek comments in respect of any Asset Management Information from, the Independent Certifier and any Interface Contractor.
- (g) The Principal's Representative owes no duty to the SSJ Contractor to review any Asset Management Information submitted by the SSJ Contractor for errors, omissions or compliance with this Contract.
- (h) No review of, comments upon, non-rejection or rejection of any Asset Management Information by the Principal's Representative, nor any other Direction by the Principal's Representative in respect of any Asset Management Information, will lessen or otherwise affect:
 - (i) the SSJ Contractor's liabilities or responsibilities under this Contract or otherwise according to Law; or

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

10. **DESIGN, DESIGN DOCUMENTATION AND COST PLANNING**

10.1 **Design Work (Signalling)**

- (a) The SSJ Contractor acknowledges and agrees that:
 - (i) prior to the date of this Contract the Principal:
 - (A) entered into the Design Work (Signalling) Contract so that certain Design Work (Signalling) can commence prior to the date of this Contract and to assist the SSJ Contractor achieve Completion of each Portion by the Date for Construction Completion for each Portion; and
 - (B) may have directed the Signalling Designer to commence performance of all or part of the Design Work (Signalling);
 - (ii) the Design Work (Signalling) forms part of the SSJ Contractor's Activities; and
 - (iii) subject to the terms of the Design Work (Signalling) Contract Deed of Novation, the SSJ Contractor will bear the risk of and responsibility for the Design Work (Signalling) as if it had been party to the Design Work (Signalling) Contract from the date of its execution.
- (b) Not used.
- (c) Subject to the terms of the Design Work (Signalling) Contract Deed of Novation, the novation of the Design Work (Signalling) Contract will not in any way:
 - (i) relieve the SSJ Contractor from its obligations and liabilities under this Contract;
 - (ii) limit or otherwise affect any warranty provided by the SSJ Contractor under this Contract;
 - (iii) limit or otherwise affect the Principal's rights against the SSJ Contractor (including those arising out of any warranties given under this Contract); or
 - (iv) entitle the SSJ Contractor to make any Claim,whether under this Contract or otherwise according to any Law.

10.2 **Design obligations**

The SSJ Contractor must design the Project Works and the Temporary Works in accordance with:

- (a) the SWTC;
- (b) any Change:
 - (i) directed by the Principal by a Change Order; or
 - (ii) otherwise approved by the Principal under the terms of this Contract; and

- (c) the other requirements of this Contract.

10.3 Warranties

- (a) The SSJ Contractor warrants to the Principal that:
 - (i) it has checked, examined, analysed and carefully considered the SWTC and Environmental Documents and that:
 - (A) it has satisfied itself as to the completeness, correctness, accuracy, appropriateness, suitability and adequacy of the SWTC;
 - (B) it has satisfied itself that there are no omissions, ambiguities, discrepancies or inconsistencies in or between the SWTC and Environmental Documents;
 - (C) the SWTC is proper, adequate and fit for its intended purpose including for the purpose of enabling the SSJ Contractor to carry out the SSJ Contractor's Activities in accordance with, and to ensure that the Project Works and the Temporary Works comply with, this Contract including the other warranties in this clause 10.3;
 - (D) it will be fully and exclusively responsible and liable for the design of the Project Works and the Temporary Works (including the Design Documentation), including any submitted or re-submitted to the Independent Certifier or the Principal's Representative (as applicable) in accordance with this Contract;
 - (E) it will be fully and exclusively responsible and liable for all risks howsoever they may arise as a result of the use by the SSJ Contractor of, or reliance upon, the SWTC; and
 - (F) the use of, or reliance upon, the SWTC does not affect any of its obligations under this Contract or entitle the SSJ Contractor to make any Claim against the Principal arising out of or in any way in connection with the SWTC;
 - (ii) the Design Documentation will:
 - (A) satisfy the requirements of the SWTC and the other requirements of this Contract;
 - (B) be and will remain at all relevant times fit for its intended purpose; and
 - (C) be prepared, certified, verified, completed and used in accordance with the requirements of this Contract;
 - (iii) construction will be carried out in accordance with the Design Documentation which the SSJ Contractor is entitled to use for construction purposes in accordance with clause 10.10(a);
 - (iv) construction carried out in accordance with the Design Documentation which the SSJ Contractor is entitled to use in accordance with clause 10.10 will satisfy the requirements of this Contract; and

- (v) each Portion (both individually and in combination with any earlier completed Portions) and the Project Works as a whole, will:
 - (A) be completed in accordance with, and satisfy the requirements of, this Contract;
 - (B) upon Construction Completion, be fit for their intended purposes; and
 - (C) thereafter be capable of remaining at all relevant times fit for their intended purposes.
- (b) The SSJ Contractor agrees that its obligations under, and the warranties given in, clauses 10.2 and 10.3 will remain unaffected and that it will bear and continue to bear full liability and responsibility for the design (including the Design Documentation), construction, commissioning, testing and completion of the Project Works and the Temporary Works notwithstanding:
 - (i) any design work carried out by others prior to the date of this Contract and incorporated in this Contract;
 - (ii) any revisions to the SWTC that reflect changes made in accordance with this Contract during the Target Cost Development Phase;
 - (iii) any Change the subject of a direction by the Principal's Representative; or
 - (iv) the termination (for any reason) of this Contract.

10.4 Preparation and submission of Design Documentation

- (a) The SSJ Contractor must:
 - (i) prepare the Design Documentation in the following three Design Stages:
 - (A) Design Stage 1;
 - (B) Design Stage 2; and
 - (C) Design Stage 3,
 or as otherwise contemplated by the Design Management Plan;
 - (ii) submit all Design Documentation (not including Design Documentation to the extent that it relates solely to Temporary Works) to the Principal's Representative:
 - (A) in accordance with the Design Management Plan;
 - (B) in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the Principal's Representative and the Independent Certifier (in respect of Design Stage 3 Design Documentation) a reasonable opportunity to review the submitted Design Documentation; and
 - (C) in accordance with the requirements of the SWTC;
 - (iii) submit all Third Party Agreement Design Documentation to the required recipients under any relevant Third Party Agreement at the same time that

the SSJ Contractor submits such Design Documentation to the Principal's Representative under this Contract;

- (iv) within 5 Business Days of a request by the Principal's Representative, provide the Principal's Representative with any Design Documentation to the extent it relates solely to Temporary Works; and
- (v) ensure the Design Stage 3 Design Documentation submitted is of a level of detail which is sufficient to permit the Independent Certifier and the Principal's Representative to determine whether:
 - (A) the Design Documentation complies with this Contract; and
 - (B) the Project Works and Temporary Works which will be constructed in accordance with the Design Documentation will comply with this Contract.
- (b) The Principal must, if it requires the Independent Certifier to review any Design Stage 3 Design Documentation, provide to the Independent Certifier (with a copy to the SSJ Contractor) the Design Stage 3 Design Documentation to be reviewed by the Independent Certifier within 1 Business Day of receiving such Design Stage 3 Design Documentation from the SSJ Contractor.

10.5 Third Party Works

Design Documentation that:

- (a) must be provided under or in connection with any Third Party Agreement must comply with the requirements of the relevant Third Party Agreement; and
- (b) relates to the WAD Road Works must, where required by the WAD, be accompanied by a certificate from the WAD Proof Engineer in the form contained in Schedule 6 of the WAD.

10.6 Certification of Design Documentation

- (a) All Design Documentation submitted pursuant to clause 10.4 for Design Stage 1 and Design Stage 2 must be accompanied by a certificate in the form of Schedule B1 from the SSJ Contractor certifying that the Design Documentation complies with all requirements of this Contract including the SWTC.
- (b) All Design Documentation submitted pursuant to clause 10.4 for Design Stage 3 must be accompanied by a certificate in the form of Schedule B2:
 - (i) from the SSJ Contractor certifying that the Design Documentation:
 - (A) complies with all requirements of this Contract including the SWTC; and
 - (B) is suitable for construction; and
 - (ii) from each Designer that prepared the Design Documentation certifying that the Design Documentation complies with all requirements of this Contract including the SWTC.

10.7 Explanation of Design Documentation

The SSJ Contractor must, whenever it submits Design Documentation for Design Stage 1, Design Stage 2 or Design Stage 3 pursuant to clause 10.4:

- (a) deliver a design presentation workshop within 5 Business Days of its submission; and
- (b) if required by the Principal's Representative (and, in respect of Design Stage 3 only, the Independent Certifier), make available the appropriate design personnel to:
 - (i) explain the Design Documentation; and
 - (ii) provide such information regarding the Design Documentation as the Principal's Representative or the Independent Certifier reasonably requests.

10.8 Review of Design Documentation

- (a) **(Principal's Representative review – Design Stages 1 and 2):** The Principal's Representative must, within 20 Business Days of the date on which any Design Documentation for Design Stage 1 or Design Stage 2 is submitted to it in accordance with clause 10.4:
 - (i) review the Design Documentation and, in so doing, will consider any non-compliances or potential non-compliances raised by any Authorities (including Sydney Trains and RMS); and
 - (ii) notify the SSJ Contractor of any actual non-compliance with the requirements of this Contract (with detailed reasons).
- (b) **(Non-compliance of Design Stage 1 or Design Stage 2 Design Documentation):** If the Principal's Representative notifies the SSJ Contractor under clause 10.8(a)(ii) that any Design Stage 1 or Design Stage 2 Design Documentation contains an actual non-compliance with the requirements of this Contract:
 - (i) the SSJ Contractor:
 - (A) must, at the same time or within 20 Business Days after receiving such notice, give the Principal's Representative a written response:
 - (aa) which explains how the SSJ Contractor will address the non-compliance in sufficient detail to satisfy the Principal's Representative that compliance will be achieved prior to submitting the Design Stage 3 Design Documentation; or
 - (bb) provide the Principal's Representative with a notice setting out any matters in relation to which it disagrees with the Principal's Representative's opinion, together with its reasons for doing so;
 - (B) must, prior to submitting Design Stage 3 Design Documentation that relates to a Design Stage 2 Design Documentation actual non-compliance, give the Principal's Representative a written statement which explains how the non-compliance has been addressed; and

- (C) is not obliged to respond to any comments received from the Principal's Representative regarding any potential non-compliance with the requirements of this Contract or any other observation or comment which the Principal's Representative has on the Design Documentation which does not concern an actual non-compliance; or
 - (ii) following the receipt of a notice under clause 10.8(b)(i)(A)(bb), the parties will meet in good faith to seek to resolve the disagreement.
- (c) **(Principal's Representative review – Design Stage 3):** The Principal's Representative must, within 20 Business Days of the date on which any Design Stage 3 Design Documentation is submitted to it in accordance with clause 10.4:
 - (i) review the Design Stage 3 Design Documentation and, in so doing, will consider any non-compliances or potential non-compliances raised by any Authorities (including Sydney Trains and RMS);
 - (ii) either:
 - (A) reject the Design Documentation (in writing, with detailed reasons, to the SSJ Contractor with a copy to the Independent Certifier) if it considers that the Design Documentation:
 - (aa) does not comply with the requirements of this Contract (Minor Non-Compliances excepted); or
 - (bb) is not sufficiently complete to enable the Principal's Representative to form a view on whether it is compliant; or
 - (B) notify the SSJ Contractor (with a copy to the Independent Certifier) that the Design Documentation is not rejected, together with a list of:
 - (aa) any non-compliances which the Principal's Representative considers to be Minor Non-Compliances; and
 - (bb) proposed actions that the SSJ Contractor may take to address those Minor Non-Compliances.
- (d) **(Independent Certifier review – Design Stage 3):** The Independent Certifier must:
 - (i) review any Design Stage 3 Design Documentation which is provided to the Independent Certifier in accordance with clause 10.4(b), addressing the comments received by it from the Principal's Representative under clause 10.8(c); and
 - (ii) within the IC Design Review Period, determine whether or not the Design Documentation complies with the requirements of this Contract and either:
 - (A) reject the Design Documentation (in writing, with detailed reasons to the SSJ Contractor with a copy to the Principal's Representative) if the Independent Certifier considers that the Design Documentation:
 - (aa) does not comply with the requirements of this Contract (Minor Non-Compliances excepted); or

- (bb) is not sufficiently complete to enable the Independent Certifier to form a view on whether it is compliant; or
- (B) if the Independent Certifier considers that the Design Documentation complies with the requirements of this Contract, certify the Design Documentation by:
 - (aa) including a notation on each document forming part of the Design Documentation;
 - (bb) providing to the Principal's Representative, the SSJ Contractor and, if required by the Principal's Representative, the Operator, a certificate in the form of Schedule B9;
 - (cc) where the Design Documentation relates to Sydney Trains Interface Works, providing to the Principal's Representative and the SSJ Contractor a certificate in the form of Schedule 7 of the Sydney Trains Transition Agreement; and
 - (dd) where the Design Documentation relates to WAD Works, providing to the Principal's Representative and the SSJ Contractor a certificate in the form of Schedule 3 of the WAD;
- (e) **(Rejection of Design Documentation):** If any Design Stage 3 Design Documentation is rejected by:
 - (i) the Principal's Representative under clause 10.8(c)(ii)(A):
 - (A) the SSJ Contractor must:
 - (aa) promptly amend the relevant non-compliant element of the Design Documentation and re-submit it to the Principal in accordance with clause 10.4, in which case the process in this clause 10.8 will be reapplied to the amended element of the Design Documentation except that the reference to the review periods will be deemed to be a reference to the Principal's Design Re-Review Period; or
 - (bb) provide the Principal's Representative with a notice setting out any matters in relation to which it disagrees with the Principal's Representative's opinion, together with its reasons for doing so; or
 - (ii) the Independent Certifier under clause 10.8(d)(ii)(A), the SSJ Contractor must:
 - (A) amend the relevant non-compliant element of the Design Documentation and re-submit it to the Independent Certifier within 5 Business Days of receiving the notice under clause 10.8(d)(ii)(A), in which case the process in clause 10.8(d) will be reapplied to the amended element of the Design Stage 3 Design Documentation except that reference to the IC Design Review Period will be deemed to be a reference to the IC Design Re-Review Period; or
 - (B) provide the Independent Certifier with a notice setting out any matters in relation to which it disagrees with the Independent Certifier's opinion, together with its reasons for doing so,

but the SSJ Contractor may commence or continue construction of those elements of the Design Documentation that the Independent Certifier has not identified as being non-compliant with this Contract.

- (f) **(Response by Principal or Independent Certifier):** If the SSJ Contractor gives a notice under:
- (i) clause 10.8(e)(i)(A)(bb), the Principal's Representative must, promptly after receipt of the notice, determine and notify the parties as to whether or not the notice satisfactorily addresses its concerns, together with its reasons for forming that opinion and:
 - (A) if the Principal's Representative considers that the SSJ Contractor's notice satisfactorily addresses its concerns, it must provide the notice under clause 10.8(c)(ii)(B) as part of its notice; or
 - (B) if the Principal's Representative does not consider that the SSJ Contractor's notice satisfactorily addresses its concerns, the parties will promptly meet in good faith to seek to resolve the disagreement (whether by a Change or otherwise) within 10 Business Days of the notice under clause 10.8(c)(ii)(A); and
 - (ii) clause 10.8(e)(ii)(B), the Independent Certifier must promptly after receipt of the notice, determine and notify the parties as to whether or not the notice satisfactorily addresses the Independent Certifier's concerns together with its reasons for forming that opinion and:
 - (A) if the Independent Certifier considers that the SSJ Contractor's notice satisfactorily addresses its concerns, it must provide the certification under clause 10.8(d)(ii)(B) as part of its notice; or
 - (B) if the Independent Certifier considers that the notice does not satisfactorily address its concerns, the Independent Certifier, the SSJ Contractor and the Principal will meet in good faith to seek to resolve the disagreement (whether by a Change or otherwise) within 10 Business Days of receiving the notice under clause 10.8(d)(ii)(A).
- (g) **(Resubmission of Design Documentation):** If:
- (i) the relevant parties reach resolution under clause 10.8(f)(i)(B) or 10.8(f)(ii)(B) and the SSJ Contractor is required to resubmit any Design Documentation; or
 - (ii) any Design Documentation is the subject of a direction by the Principal's Representative under clause 10.8(h),
- then:
- (iii) the SSJ Contractor must promptly amend the relevant non-compliant element of the Design Documentation and re-submit the relevant element to the Principal's Representative and, in respect of Design Stage 3 Design Documentation, the Independent Certifier; and
 - (iv) the process in clause 10.8(c) or 10.8(d) will be reapplied to the amended element of the Design Documentation, except that reference to the:

- (A) review periods under clause 10.8(a) or 10.8(c) (as applicable) will be deemed to be a reference to the Principal's Design Re-Review Period; and
 - (B) IC Design Review Period will be deemed to be a reference to the IC Design Re-Review Period.
- (h) The Principal's Representative may at any time (including after the Independent Certifier has certified the Design Documentation pursuant to clause 10.8(d)(ii)(B) or 10.8(f)(ii)(A) direct the SSJ Contractor to make amendments to the Design Documentation which the Principal considers to be required to ensure the Design Documentation complies with this Contract and, if it does so, clause 10.8(g)(iv) will apply.
- (i) **(Temporary Works):** The Independent Certifier is not required to certify any Design Documentation for Temporary Works.
- (j) **(Changes):** If the SSJ Contractor considers that any Design Documentation which is the subject of a direction by the Principal's Representative under clause 10.8(h) constitutes or involves a Change, the SSJ Contractor must, if it wishes to make a Claim in relation to the matter, give a notice and submit a claim in accordance with, and otherwise comply with, clause 11.
- (k) **(Independent Certifier response to Principal):** If the Principal's Representative's notice under clause 10.8(c)(ii)(B) proposed any Minor Non-Compliances in the SSJ Contractor's Design Stage 3 Design Documentation, the Independent Certifier must, within 5 Business Days after certifying Design Stage 3 Design Documentation under clause 10.8(d)(ii)(B) or 10.8(f)(ii)(A), provide the Principal's Representative with detailed written reasons of why it did not include any of the Principal's Representative's proposed Minor Non-Compliances in the certification of the Design Stage 3 Design Documentation.
- (l) **(Minor Non-Compliances):** If the certificate provided by the Independent Certifier pursuant to clause 10.8(d)(ii)(B)(bb) lists any Minor Non-Compliances:
 - (i) the Independent Certifier may, in the certificate, recommend the action that could be taken by the SSJ Contractor to address the Minor Non-Compliance; and
 - (ii) the SSJ Contractor must complete the recommended action, or take any other action the SSJ Contractor deems reasonable in the circumstances to correct the Minor Non-Compliance to the extent required for the Design Documentation to comply with this Contract, within the timeframe (if any) specified by the Independent Certifier and, in any event, as a pre-condition to Construction Completion of each relevant Portion.
- (m) **(Configuration Control Board):** Where:
 - (i) any Design Stage 3 Design Documentation:
 - (A) comprises a design package which the Contract requires the SSJ Contractor to submit to the Configuration Control Board; and
 - (B) the Principal's Representative has given a notice to the Independent Certifier under clause 10.8(c)(ii)(B) in relation to such Design Documentation,

the SSJ Contractor must obtain a Configuration Change Acceptance Notice (where relevant) for the relevant design package from the Configuration Control Board; and

(ii) any Design Stage 3 Design Documentation:

- (A) comprises a design package which the Contract requires the Principal to submit to TNAC for Gate 5; and
- (B) the Principal's Representative has given a notice to the Independent Certifier under clause 10.8(c)(ii)(B) in relation to such Design Documentation,

the Principal will use reasonable endeavours to obtain a Gate 5 TNAC acceptance notice.

(n) **(Configuration Change Acceptance Notice):** Where:

- (i) the Design Documentation for the relevant SSJ Contractor's design package to which clause 10.8(m) applies, complies with the requirements of this Contract;
- (ii) the Configuration Change Acceptance Notice (where relevant) for that design package is not issued within 10 Business Days after submission to the Configuration Control Board;
- (iii) the TNAC acceptance notice for a Gate 5 design package is not issued within 10 Business Days after submission of the TNAC; and
- (iv) as a result, the SSJ Contractor is actually or will be delayed in achieving Construction Completion,

the SSJ Contractor may make a claim for an extension of time under clause 15.8. The SSJ Contractor will not in any event be entitled to make any claim

regardless of whether it is granted an extension of time.

10.9 Interface Contractors

The SSJ Contractor acknowledges and agrees that the Principal's Representative may, in respect of Design Documentation submitted by the SSJ Contractor at Design Stage 1, Design Stage 2 or Design Stage 3:

- (a) provide copies of such Design Documentation to; and
- (b) seek comments from and take into account the views of,

the tenderers for any Interface Works or any operation and maintenance services, any Interface Contractor, the Operator and any Authority (including Sydney Trains and RMS).

10.10 Design Documentation for construction

- (a) Subject to clauses 10.8(e) and 10.10(c), unless otherwise approved in writing by the Principal's Representative, the SSJ Contractor must only use for construction purposes any Design Documentation that has been:

- (i) submitted to the Principal's Representative and the Independent Certifier under clause 10.4;
 - (ii) certified in accordance with clause 10.6(b);
 - (iii) the subject of a Configuration Change Acceptance Notice in accordance with clause 10.8(m); and
 - (iv) certified by the Independent Certifier under clauses 10.8(d)(ii)(B) or 10.8(f)(ii)(A).
- (b) The SSJ Contractor must give the Principal's Representative one electronic copy, of:
- (i) all Design Documentation which, pursuant to clause 10.10(a), the SSJ Contractor is entitled to use for construction purposes, in accordance with the requirements of the SWTC; and
 - (ii) surveys and work as executed Design Documentation in accordance with the requirements of the SWTC.
- (c) If:
- (i) the SSJ Contractor and the Independent Certifier have not resolved any disagreement within the period contemplated under clause 10.8(f)(ii)(B); or
 - (ii) the Independent Certifier does not, in respect of Design Stage 3 Design Documentation that has been the subject of a written notice from the Principal's Representative under clause 10.8(c)(ii)(B) but which is not Third Party Agreement Design Documentation, certify or reject the Design Documentation within the IC Design Review Period,

the SSJ Contractor may use the Design Documentation for construction purposes at the SSJ Contractor's own risk.

10.11 Amendments to Final Design Documentation

- (a) Subject to clause 11, if the SSJ Contractor wishes to amend Final Design Documentation prior to the Date of Construction Completion of a Portion to which the Final Design Documentation relates:
 - (i) the SSJ Contractor must submit the amended Design Documentation to the Principal's Representative and the Independent Certifier together with:
 - (A) the certifications referred to in clause 10.6(b); and
 - (B) an explanation as to why it is seeking to amend the Final Design Documentation; and
 - (ii) clause 10.8 will apply as if the Design Documentation is Design Stage 3 Design Documentation.
- (b) The SSJ Contractor may, at its own risk, use the amended Final Design Documentation submitted in accordance with clause 10.11(a) for construction purposes prior to certification by the Independent Certifier under clause 10.8(d)(ii)(B) if, and only if, the amendment to the Final Design Documentation:

- (i) is minor;
- (ii) does not adversely impact the Project Works or the Temporary Works; and
- (iii) is necessary to overcome an issue which:
 - (A) prevents or adversely affects the SSJ Contractor proceeding with construction; and
 - (B) has arisen or become evident since the Final Design Documentation was submitted to the Principal's Representative and the Independent Certifier.
- (c) If the SSJ Contractor exercises its right under clause 10.11(b) and the Principal's Representative or the Independent Certifier subsequently rejects the amended Final Design Documentation in accordance with clause 10.8(c)(ii)(A) or 10.8(d)(ii)(A) respectively, then (unless otherwise approved in writing by the Principal's Representative):
 - (i) the SSJ Contractor must immediately cease any construction being carried out in accordance with the relevant non-compliant element of the amended Final Design Documentation, but the SSJ Contractor may commence or continue construction in accordance with any element of the amended Final Design Documentation that the Principal's Representative or the Independent Certifier has not identified as being non-compliant with this Contract; and
 - (ii) clause 10.8(b) to 10.8(g) will reapply in relation to the non-compliant element of the amended Final Design Documentation.
- (d) The SSJ Contractor must submit any amended Final Design Documentation which is Third Party Agreement Design Documentation to the required recipients under any relevant Third Party Agreement at the same time that the SSJ Contractor submits such amended Final Design Documentation to the Principal's Representative and the Independent Certifier under clause 10.11(a)(i).

10.12 **No duty to review**

The Principal and the SSJ Contractor acknowledge and agree that:

- (a) neither the Principal nor the Principal's Representative assume a duty or owe any duty to the SSJ Contractor to review the Design Documentation for errors, omissions or compliance with the requirements of this Contract or to consult with the SSJ Contractor or make any comments regarding any Design Documentation; and
- (b) none of:
 - (i) any review or rejection of, or consultation or comments by the Principal, the Principal's Representative or the Independent Certifier, nor any failure by the Principal, the Principal's Representative or the Independent Certifier regarding, any Design Documentation or any other Direction by the Principal's Representative in respect of any Design Documentation;
 - (ii) the non-rejection of any Design Documentation by the Principal's Representative under clause 10.8(c)(ii)(B); or

- (iii) the certification of any Design Documentation by the Independent Certifier under clause 10.8(d)(ii)(B),

will lessen or otherwise affect:

- (iv) the SSJ Contractor's warranties under clause 10.3 or any other of its liabilities or responsibilities under this Contract or otherwise according to Law; or
- (v) the Principal's rights against the SSJ Contractor, whether under this Contract or otherwise according to Law.

10.13 Ownership of documentation

- (a) Documents (including Design Documentation) supplied by or on behalf of the SSJ Contractor will be the Principal's property.
- (b) The SSJ Contractor (irrevocably for all time and despite any termination of this Contract for any reason):
 - (i) to the fullest extent permitted by law, assigns to the Principal all of the SSJ Contractor's right, title and interest in the Intellectual Property Rights in or relating to:
 - (A) the Design Documentation; and
 - (B) the materials, documents, images, photographs and software relevant to the SSJ Contractor's Activities (other than processes and methods of working),(collectively called the **Contract Documentation and Materials**) prepared or created by the SSJ Contractor for or in connection with the SSJ Contractor's Activities or the Project Works, which assignment is effective immediately from the time it is prepared or created; and
 - (ii) in respect of all other Intellectual Property Rights in or relating to:
 - (A) the Contract Documentation and Materials; and
 - (B) the Temporary Works and the processes and methods of working relevant to the SSJ Contractor's Activities (collectively called the **Contract Processes**),grants to the Principal an irrevocable, royalty free, perpetual and fully assignable licence to use (and to sublicense others to use) the same for:
 - (C) the purposes of completing the construction, commissioning and testing of, using, operating, duplicating, extending, maintaining, upgrading, altering or otherwise dealing with the whole or any part of the SSJ Contractor's Activities or the Project Works and the Temporary Works;
 - (D) any purpose associated with further development of the Construction Site; and
 - (E) any other purpose connected with transport projects in New South Wales,

which licence is effective immediately and will survive termination of this Contract on any basis.

- (c) The SSJ Contractor:
 - (i) warrants that the Principal's use of the Contract Documentation and Materials, or any other work provided by the SSJ Contractor under this Contract, 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 Project Works, the Temporary Works, the SSJ Contractor's Activities or the Contract Documentation and Materials.
- (d) For the purposes of clause 10.13(c), the Principal's use of the Contract Documentation and Material 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 Material or part of the Project Works or Temporary Works to which the Contract Documentation or Material or any other work provided by the SSJ Contractor under this Contract relates:
 - (i) with or without attribution of authorship;
 - (ii) in any medium; and
 - (iii) in any context and in any way it sees fit.
- (e) The SSJ Contractor agrees to, and agrees to procure the cooperation of any third parties to, execute such further documents and do such further things (including assisting in relation to any litigation commenced by or brought against the Principal or its licensees, assignees or successors and their licensees, or any other person authorised by it) as reasonably requested by the Principal to:
 - (i) give full effect to the provisions of this Contract and to:
 - (A) allow or assist the Principal (and its licensees, assignees and successors and their licensees, and any other person authorised by it) to obtain, perfect, assert, enforce or defend its (or their) interest in, rights and consents to the assigned or licensed Intellectual Property Rights (as the case may be) or any adaptation of it (or any part of the assigned or licensed Intellectual Property Rights (as the case may be) or of any such adaptation); or
 - (B) prevent or obtain other remedies from others infringing any of those rights, interests and consents anywhere in the world.
- (f) The SSJ Contractor irrevocably appoints the Principal as its attorney to execute any document and do any act or thing which may be necessary to comply with the provisions of this clause 10.8 if the SSJ Contractor fails to execute the document or do the relevant act or thing within 5 Business Days of a written request by the Principal's Representative.

- (g) The Principal grants to the SSJ Contractor a royalty free licence for the duration of this Contract to use, only for the purpose of executing the SSJ Contractor's Activities, the Principal's Intellectual Property Rights in respect of which the Principal has absolute title under clause 10.13(b)(i).
- (h) The SSJ Contractor warrants that:
 - (i) the:
 - (A) assignment to the Principal and any use of the Intellectual Property Rights assigned under this clause 10.13; and
 - (B) use of the Intellectual Property Rights licensed under this clause 10.13 pursuant to the terms of this Contract,

does not and will not infringe the Intellectual Property Rights of any party;
 - (ii) were it not for the assignments effected by this Contract, the SSJ Contractor would be the absolute and unencumbered legal and beneficial owner of the Intellectual Property Rights referred to in clause 10.13(b)(i); and
 - (iii) the SSJ Contractor is either:
 - (A) the absolute and unencumbered legal and beneficial owner of the Intellectual Property Rights referred to in clause 10.13(b)(i); or
 - (B) able to grant the licence granted in clause 10.13(b)(ii).
- (i) Without limiting clause 10.13(h), where any action or claim for infringement or alleged infringement of any Intellectual Property Rights results in the use or enjoyment by the Principal or its licensees, assignees or successors or their licensees, or other person authorised by it, of the Contract Documentation and Materials, the Contract Processes, the SSJ Contractor's Activities or the Project Works or any part of them, being disrupted, impaired or adversely affected, the SSJ Contractor must at its own expense and at the Principal's option:
 - (i) procure for the benefit of the Principal and its licensees, assignees and successors and their licensees and any other person authorised by it the right to continue to use and exploit the Intellectual Property Rights assigned or licensed pursuant to this clause 10.13, in accordance with this Contract; or
 - (ii) modify or replace the Contract Documentation and Materials, the Contract Processes, the SSJ Contractor's Activities or the Project Works or relevant part of them, in respect of which Intellectual Property Rights are assigned or licensed pursuant to this clause 10.13, so that no further infringement will occur and so that the modified or replaced Contract Documentation and Materials, the Contract Processes, the SSJ Contractor's Activities or the Project Works or relevant part of them in respect of which Intellectual Property Rights are assigned or licensed pursuant to this clause 10.13 will:
 - (A) comply with the requirements of this Contract; and
 - (B) not limit or otherwise affect the Principal's rights, or the SSJ Contractor's ability to comply with its obligations, under this Contract or otherwise according to Law.

- (j) The SSJ Contractor indemnifies, and agrees to keep indemnified, the Principal from and against any claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with:
 - (i) a breach by the SSJ Contractor of any warranty set out in this clause 10.13; or
 - (ii) any actual or alleged infringement of an Intellectual Property Right in connection with the Contract Documentation and Materials, the Contract Processes, the SSJ Contractor's Activities or the Project Works or any part of them.
- (k) The SSJ Contractor:
 - (i) acknowledges that the Principal may provide the Operator or any Interface Contractor with copies of any documents (including Design Documentation) provided to the Principal or the Independent Certifier by or on behalf of the SSJ Contractor in any way in connection with this Contract, the Project Works, the Temporary Works or the SSJ Contractor's Activities; and
 - (ii) must, upon request by the Principal's Representative, provide to the Principal's Representative copies of any Contract Documentation or Materials that the Operator or any Interface Contractor may reasonably require.

10.14 Delivery up of Design Documentation

If this Contract is terminated whether pursuant to clause 19 or otherwise at Law:

- (a) the SSJ Contractor must:
 - (i) subject to clause 10.14(b), immediately deliver the original and all sets and copies of all Design Documentation (whether complete or not and including any Design Documentation stored electronically) then in existence to the Principal; and
 - (ii) provide such details, memoranda, explanations, documentation and other assistance as the Principal reasonably requires in relation to the Design Documentation; and
- (b) the SSJ Contractor and each Subcontractor may retain a copy of all such Design Documentation.

[REDACTED]

[REDACTED]

[REDACTED]

10.16 **Cost Planning**

The SSJ Contractor must:

- (a) plan the Project Works and SSJ Contractor's Activities in consultation with the Principal's Representative and provide estimates of and costings for the construction and Commissioning phase of the Project Works;
- (b) institute a system of cost control (including monthly reports to the Principal setting out the cost to date, forecast cost to complete, forecast cost at completion and any amounts received by the SSJ Contractor from the sale of material salvaged from the Construction Site in performing the SSJ Contractor's Activities) and, together with the Principal's Representative, review and, where approved by the Principal's Representative, amend the Cost Plan to take account of any item affecting or likely to affect any component of the Cost Plan, and advise the Principal's Representative as to the alternative steps available where:
 - (i) the tenders for any part of the Reimbursable Work which are to be performed by a subcontractor exceed the amount included for that work in the Cost Plan; or
 - (ii) the costs incurred in respect of any Reimbursable Work (including under any Approved Subcontract Agreement) exceed the amount allowed for the particular Reimbursable Work in the cash-flow which forms part of the Cost Plan or the forecast final costs of that Reimbursable Work appear likely to exceed the total amount allowed for that work (including the contingency) in the Cost Plan; or
 - (iii) no tenders are received for any part of the Reimbursable Work; and
- (c) if requested at any time by the Principal's Representative, the SSJ Contractor must provide to the Principal's Representative (or any person authorised by the Principal's Representative) all information necessary to corroborate the Cost Plan and must co-operate in respect of any audit of the information concerning the Cost Plan.

10.17 **Cost Control**

The SSJ Contractor must:

- (a) use its best endeavours to ensure that it achieves Completion so that the Outturn Cost does not exceed the Target Cost;
- (b) without limiting paragraph (a), review the Cost Plan with the Principal's Representative as the preparation of the Design Documentation proceeds, to:
 - (i) ensure the cost of the design is in accordance with the Cost Plan;

- (ii) ensure that the cost of construction of the design is in accordance with the Cost Plan; and
- (iii) advise the Principal's Representative how the design should or can be modified to ensure that the cost of the design and construction is in accordance with the Cost Plan; and
- (c) without limiting paragraph (a), institute a system of cost control and, together with the Principal's Representative, review and, where approved by the Principal's Representative, amend the Cost Plan to take account of any item affecting or likely to affect any component of the Cost Plan, and advise the Principal's Representative as to the alternative steps available where:
 - (i) the design costs incurred under any Design Agreement during the Delivery Phase exceed (or appear likely to exceed) the amount allowed for that particular Design Agreement in the Cost Plan; or
 - (ii) the tenders for any part of the Reimbursable Work exceed the amount included for that work in the Cost Plan; or
 - (iii) the Reimbursable Costs incurred under any Approved Subcontract Agreement exceed (or appear likely to exceed) the amount allowed for that particular Approved Subcontract Agreement in the Cost Plan; or
 - (iv) the Reimbursable Costs incurred in respect of Self-Performed Reimbursable Work exceed (or appear likely to exceed) the amount allowed for that particular Self-Performed Reimbursable Work in the Cost Plan.

11. CHANGES

11.1 Proposed Changes

- (a) At any time prior to the Date of Construction Completion of the Project Works or the last Portion to reach Construction Completion (but without limiting clause 18.16) the Principal's Representative may issue a document titled "Change Proposal Request" (**Change Proposal Request**) to the SSJ Contractor, which will set out details of a proposed Change that the Principal is considering.
- (b) The SSJ Contractor must immediately take all action required under the relevant Subcontract in relation to each Subcontractor that would be involved in carrying out the proposed Change.
- (c) Within 10 Business Days of the receipt of a Change Proposal Request, or at such other time as is approved by the Principal's Representative, the SSJ Contractor must provide the Principal's Representative with a written notice in which the SSJ Contractor sets out:
 - (i) any proposed [REDACTED]
[REDACTED]
[REDACTED] to carry out the proposed Change; and
 - (ii) the effect (if any) that the carrying out of the proposed Change will have on the SSJ Contractor's Program, including the achievement of each Date for Construction Completion.

- (d) The Principal will not be obliged to proceed with any proposed Change that is the subject of a Change Proposal Request.

11.2 Change Orders

- (a) Whether or not the Principal's Representative has issued a Change Proposal Request under clause 11.1, the Principal's Representative may at any time prior to the Date of Construction Completion of the Project Works or the last Portion to reach Construction Completion (but without limiting clauses 12.18 and 18.16) direct the SSJ Contractor to carry out a Change by issuing a written document titled "Change Order" (**Change Order**), in which the Principal's Representative will state one of the following:
 - (i) the proposed [REDACTED] as set out in the SSJ Contractor's notice under clause 11.1 (if any) are agreed and will be made; or
 - (ii) the proposed [REDACTED] set out in the SSJ Contractor's notice under clause 7.5(a) (if any) are agreed and will be made; or
 - (iii) any [REDACTED] will be determined under clause 5.
- (b) There is no limitation on the power of the Principal's Representative to direct a Change, and no Change or direction to carry out a Change will invalidate this Contract.
- (c) The SSJ Contractor must comply with a Change Order irrespective of:
 - (i) the nature, extent or value of the work the subject of the Change;
 - (ii) the location or timing (including the impact on any Date for Construction Completion) of the work involved in the Change; or
 - (iii) any Dispute related to the Change.
- (d) The SSJ Contractor's entitlement (if any) to an extension of time arising out of or in connection with a Change will be dealt with under clause 15.

11.3 Omissions

If a Change the subject of a direction by the Principal's Representative requires the omission or deletion of any part of the Project 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 SSJ Contractor arising out of or in any way in connection with any work being omitted or deleted from the SSJ

Contractor's Activities whether or not the Principal thereafter performs this work itself or employs or engages any other person or persons to carry out and complete the omitted or deleted work; and

- (c) the adjustment to the amounts payable to the SSJ Contractor under the Contract arising from the work that has been omitted or deleted will be valued in accordance with clause 5.

11.4 **SSJ Contractor's entitlements**

This clause 11 is an exhaustive code of the SSJ Contractor's rights in any way in connection with any Change. The SSJ 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 11 otherwise than in accordance with the terms of this Contract.

11.5 **SSJ Contractor may propose Change**

- (a) The Principal and the SSJ Contractor acknowledge that:
 - (i) the project delivery method chosen is intended, among other things, to allow the SSJ Contractor to identify:
 - (A) Changes which may enhance the quality of the SSJ Contractor's Activities; and
 - (B) Changes which may permit project cost savings while maintaining or enhancing the quality of the SSJ Contractor's Activities; and
 - (ii) it is their intention that any cost savings should benefit the Principal and the SSJ Contractor equally.
- (b) The SSJ Contractor may propose a Change by giving written notice to the Principal's Representative with details of the proposed Change.
- (c) On receiving a notice under clause 11.5(b), the Principal's Representative may give written notice to the SSJ Contractor requiring it to give the Principal's Representative:
 - (i) details of:
 - (A) the proposed Change in addition to those provided in accordance with clause 11.5(b);
 - (B) the reason for the proposed Change;
 - (C) the effect of the proposed Change on the SSJ Contractor's Activities;
 - (D) the effect of the proposed Change on the Program and the Dates for Construction Completion of the Portions; and
 - (E) the cost effect of assessing and carrying out the proposed Change, including:
 - (aa) any proposed [REDACTED]

[REDACTED] to carry out the Proposed Change; and

(bb) the effect the proposed Change will have on operating and maintenance costs;

(ii) a written statement stating that the proposed Change:

(A) will not adversely affect the functional integrity of any of the elements of the SSJ Contractor's Activities and the performance standards required by this Contract;

(B) will not adversely affect the quality standards required under this Contract; and

(C) is consistent with and complies with the conditions and requirements of the Planning Approval;

(iii) any other information and supporting documentation the Principal's Representative reasonably requires.

(d) The Principal's Representative:

(i) (in its absolute discretion) may, by notice in writing, approve or reject any Change the SSJ Contractor proposes; and

(ii) will be under no obligation to approve any such Change for the convenience of, or to assist, the SSJ Contractor.

(e) Prior to giving any direction under clause 11.5(d), the Principal's Representative may seek to negotiate with the SSJ Contractor over the level of any proposed [REDACTED]
[REDACTED]
[REDACTED] to carry out the Proposed Change.

(f) If the Principal's Representative gives a direction under clause 11.5(d) approving a Change proposed by the SSJ Contractor, the SSJ Contractor must perform its obligations under this Contract in accordance with the approved Change.

(g) With respect to any Change approved by the Principal's Representative pursuant to a direction under clause 11.5(d), the Principal's Representative will notify the SSJ Contractor that [REDACTED]
[REDACTED] (if any) will be:

(i) as set out in the SSJ Contractor's notice under clause 11.5(c) (if any); or

(ii) as agreed under clause 11.5(e); or

(iii) as determined under clause 5.

(h) The SSJ Contractor will:

(i) bear all costs:

(A) associated with proposing a Change under clause 11.5(b);

- (B) associated with providing details under clause 11.5(c);
- (C) reasonably incurred by the Principal (or the Principal's Representative), any Interface Contractor or any Operator in assessing the proposed Change (such costs (including the costs of any Interface Contractor or any Operator) to be a debt due from the SSJ Contractor to the Principal); and
- (ii) unless otherwise agreed and except as provided for in clause 11.5(g):
 - (A) where a proposed Change is approved by the Principal's Representative, bear all costs associated with assessing and carrying out the proposed Change; and
 - (B) not be entitled to make any Claim against the Principal arising out of or in connection with the Change.

12. REIMBURSABLE WORK AND PROVISIONAL SUM WORK

12.1 Restrictions on Reimbursable Work

- (a) Subject to clause 12.14, Reimbursable Work must, unless otherwise agreed by the Principal's Representative in writing, be performed by Subcontractors under Approved Subcontract Agreements which will be made between the SSJ Contractor and Subcontractors in accordance with the procedure in this clause 12.
- (b) The SSJ Contractor must not include any of the work which forms part of the Preliminaries in the scope of any part of the Reimbursable Work or in any Subcontract Proposal.
- (c) The SSJ Contractor must not enter into any Subcontract with a Prohibited Subcontractor.
- (d) The SSJ Contractor must ensure that all Subcontract Tender Documentation is prepared and all tender processes for Reimbursable Work are conducted:
 - (i) on terms which maximise Value for Money for the Principal; and
 - (ii) with the highest standards of probity, fairness and equal opportunity and in accordance with the Tendering Probity Plan.
- (e) The parties acknowledge and agree that clauses 12.2-12.5, 12.7(a), 12.8 do not apply to the performance of the BL Investigation Works.

12.2 Subcontract Proposal

- (a) The SSJ Contractor must:
 - (i) advise the Principal and the Principal's Representative on (and obtain the consent of the Principal's Representative to) how the Reimbursable Work should be divided into packages for the purposes of facilitating the calling of tenders for Subcontractors;
 - (ii) before inviting tenders for the performance of Reimbursable Work valued at or above:
 - (A) [REDACTED] in relation to the supply of items by a Subcontractor; or

- (B) [REDACTED] in relation to all other Reimbursable Work by a Subcontractor,
- issue a document titled "Subcontract Proposal" to the Principal's Representative for approval which will set out particulars of:
- (C) the part of the Reimbursable Work to be the subject of the tender;
 - (D) the amount included for this work in the Cost Plan;
 - (E) how the SSJ Contractor will ascertain the tender list for the part of the Reimbursable Work to be the subject of the tender, including:
 - (aa) if an expression of interest process is to be used - details of the criteria (with weightings) for the assessment of each expression of interest; or
 - (bb) if an expression of interest process is not to be used - details of, and justification for the manner in which the tender list will be established;
 - (F) how the SSJ Contractor will select the preferred Tenderer including details of the evaluation criteria (with weightings) for the assessment of tenders;
 - (G) the method of delivery for the work;
 - (H) the proposed conditions of Subcontract which the SSJ Contractor proposes to use to enter into the Subcontract; and
 - (I) the proposed date for calling of tenders and for tender responses;
- (iii) subject to paragraph (iv), for the purposes of paragraph (ii)(E), if the tender list is to be ascertained by an expression of interest process, do all things necessary to carry out the expression of interest process including:
- (A) preparing and arranging advertising;
 - (B) preparing and distributing briefing documents;
 - (C) evaluating responses from prospective Tenderers; and
 - (D) making a recommendation to the Principal's Representative for the purposes of clause 12.4;
- (iv) obtain the prior written approval of the Principal's Representative to all advertisements and briefing documents prior to requesting expressions of interest or invitations to tender; and
- (v) pay for all advertising (local, State, Territory and national) in respect of all expressions of interest or invitations to tender. The SSJ Contractor will not be entitled to payment or reimbursement of any such costs by the Principal (whether as Reimbursable Costs or otherwise).

12.3 Subcontract Tender Documentation

After the Principal's Representative has approved the Subcontract Proposal, the SSJ Contractor must:

- (a) prepare the Subcontract Tender Documentation and submit a copy of it to the Principal's Representative for approval at least 21 days before tenders are to be invited; and
- (b) subsequently amend the Subcontract Tender Documentation as required by the Principal's Representative.

12.4 Tendering

Regardless of whether or not a Subcontract Proposal is required under clause 12.2, the SSJ Contractor must:

- (a) subject to clause 12.4(c)(ii), recommend to the Principal's Representative at least three persons which in the SSJ Contractor's opinion are suitable for inclusion in the tender list for the part of the Reimbursable Work to be subcontracted;
- (b) subject to clause 12.4(c)(ii), subsequently finalise the tender list in consultation with the Principal's Representative who may (in the Principal's Representative's absolute discretion, without the necessity to give reasons) remove or add any person from or to the tender list subject to the SSJ Contractor not making a reasonable objection to any person which the Principal's Representative may remove from or add to the tender list;
- (c) call tenders from:
 - (i) subject to clause 12.4(c)(ii), the persons in the tender list finalised with the Principal's Representative; or
 - (ii) for the persons, activities or items listed as trade packages in Schedule A1 - the relevant persons, service providers or suppliers listed in Schedule A1 only,in sufficient time to avoid delays or disruption to the progress of the Project Works; and
- (d) if so requested by the Principal's Representative, promptly provide a copy of each tender to the Principal's Representative.

12.5 Consideration of Tenders

The SSJ Contractor must:

- (a) examine and analyse all tenders received;
- (b) recommend to the Principal's Representative which Tenderer, if any, should be accepted by the SSJ Contractor (which recommendation will be deemed to include a warranty by the SSJ Contractor that the recommended Tenderer has the necessary suitability, reliability, expertise and financial standing to execute the work being subcontracted, that the SSJ Contractor knows of no reason why that Tenderer's tender should not be accepted and that the Tenderer's tender will provide Value for Money for the Principal); and

- (c) submit together with any such recommendation:
 - (i) an evaluation report detailing the SSJ Contractor's assessment of tenders against the evaluation criteria;
 - (ii) the work to be covered and executed under the proposed Subcontract contained in the Subcontract Tender Documentation approved by the Principal's Representative under clause 12.3;
 - (iii) the time for commencement and completion of that work and confirmation that these times are in accordance with the SSJ Contractor's Program;
 - (iv) the proposed subcontract price (including any amount allowed for contingency) and the amounts tendered by other Tenderers;
 - (v) any proposed amendments to the Subcontract contained in the Subcontract Tender Documentation approved by the Principal's Representative under clause 12.3;
 - (vi) the proposed Tenderer's contact details;
 - (vii) if any Law in the State or Territory in which the Project Works are situated requires that a person be registered or licensed to carry out that part of the work, evidence to the satisfaction of the Principal's Representative that the proposed Tenderer is so registered or licensed; and
 - (viii) any other details which may be required by the Principal's Representative.

12.6 Post Tender Negotiations

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

12.7 Subcontracts

- (a) The Principal's Representative will consider the recommended Tenderer and (in its absolute discretion) may approve or disapprove the SSJ Contractor's recommendation giving detailed reasons in writing.
- (b) If the Principal's Representative approves the SSJ Contractor's recommended Tenderer, the SSJ Contractor must promptly enter into an agreement with the approved Tenderer on the basis of:
 - (i) the Subcontract contained in the Subcontract Tender Documentation approved by the Principal's Representative under clause 12.3 with only such amendments as the Principal's Representative may have approved in writing; and
 - (ii) the subcontract price approved by the Principal's Representative.
- (c) The SSJ Contractor must:
 - (i) ensure that each agreement entered into by the SSJ Contractor pursuant to clause 12.7(b), each Design Agreement and the DSI Contract does not contain any provisions that may in any way hinder (or potentially hinder) the exercising of the Principal's rights under clauses 22.20 or 22.4(d);

- (ii) if required by the Principal's Representative, provide the Principal's Representative with a copy of the executed Subcontract, together with all documentation relevant to that agreement;
- (iii) ensure that each Subcontractor executes a Confidentiality Undertaking in the form of Schedule B7 and provides this to the Principal's Representative within 7 days of the engagement of that Subcontractor;
- (iv) where a Subcontractor is to carry out Design Work or other professional services, unless not required by the Principal's Representative, procure that Subcontractor to execute a deed in the form of Schedule A12 and provide this to the Principal's Representative within 7 days of the engagement of that Subcontractor; and
- (v) procure that each Subcontractor:
 - (A) engaged under a Subcontract that has an initial subcontract price equal to or greater than the amount specified in Schedule A1; or
 - (B) in respect of the categories of work set out in Schedule A1 (regardless of subcontract price),

executes a deed in the form of Schedule A8 and provides this to the Principal's Representative within 7 days of being engaged by the SSJ Contractor.
- (d) The SSJ Contractor must in respect of all Subcontracts in which it holds retention money from the Subcontractor, comply with all requirements under the *Building and Construction Industry Security of Payment Amendment (Retention Money Trust Account) Regulation 2015* (NSW).
- (e) Without limiting clause 12.7(b)(i), the SSJ Contractor must ensure that each Subcontract contains provisions which bind the Subcontractor to participate in any novation required by the Principal under clause 19.5(a)(iv)(A) at no cost to the Principal.
- (f) The SSJ Contractor must not cause, instruct, permit, request or consent to:
 - (i) a variation or amendment to the Subcontract or the work under the Subcontract other than a Permitted Variation;
 - (ii) any increase in the amount payable to the Subcontractor under, or for the performance of, the Subcontract works other than the cost of Permitted Variations or in response to a Subcontract Adjustment Event; or
 - (iii) the termination of any Subcontract without the prior written approval of the Principal's Representative, which approval will not be unreasonably withheld.
- (g) For the purpose of clause 12.7(f), a 'Subcontract Adjustment Event' means an adjustment event under a Subcontract which corresponds with:
 - (i) a Design Fee (Delivery Phase) Element Adjustment Event;
 - (ii) a Management Fee (Delivery Phase) Adjustment Event;
 - (iii) a Preliminaries Fee (Delivery Phase) Adjustment Event;

- (iv) a Reimbursable Cost Element Adjustment Event; or
- (v) any other adjustment event under an Approved Subcontract Agreement or Design Agreement or as otherwise approved by the Principal's Representative.

12.8 Procedure on Disapproval

If the Principal's Representative disapproves the SSJ Contractor's recommended Tenderer and the Principal's Representative directs the SSJ Contractor to accept the tender of another Tenderer, the SSJ Contractor must:

- (a) promptly enter into an agreement with the approved Tenderer on the basis of:
 - (i) the Subcontract contained in the Subcontract Tender Documentation approved by the Principal's Representative under clause 12.3 with only such amendments as the Principal's Representative may have approved in writing; and
 - (ii) the subcontract price approved by the Principal's Representative; and
- (b) if required by the Principal's Representative, provide the Principal's Representative with a copy of the executed Subcontract including the Design Documentation relevant to that agreement.

12.9 Subcontractor Warranties

- (a) As a condition precedent to Construction Completion of a Portion, the SSJ Contractor must procure and provide the Principal with the warranties described in Schedule A5 or elsewhere in this Contract:
 - (i) from the relevant Subcontractor undertaking or supplying the work or item the subject of the warranty;
 - (ii) in favour of, and directly enforceable by, the Principal, the Operator and any other entity nominated by the Principal's Representative from time to time against the relevant Subcontractor; and
 - (iii) in the form set out in Schedule A6.
- (b) No warranty from a Subcontractor will be construed in any way to modify or limit any of the rights, powers or remedies of the Principal against the SSJ Contractor whether under the Contract or otherwise.
- (c) If the SSJ Contractor is unable to or fails for any reason to provide any warranty from a Subcontractor required by this Contract:
 - (i) the SSJ Contractor is deemed to have provided the Subcontractor warranty itself on like terms and to have satisfied clause 12.9(a);
 - (ii) the Principal will be entitled to elect to take an assignment of all the right, title and interest in the SSJ Contractor's rights against the Subcontractor in relation to the SSJ Contractor's Activities; and
 - (iii) for the purpose of paragraph 12.9(c)(ii), the SSJ Contractor irrevocably appoints the Principal as its lawful attorney to execute any instrument necessary to give effect to the assignment where the SSJ Contractor fails to

execute the instrument within 5 Business Days of a written request by the Principal to do so.

- (d) No assignment under this clause will be construed in any way to modify or limit any of the rights, powers or remedies of the Principal against the SSJ Contractor whether under the Contract or otherwise.

12.10 **Coordination of Subcontractors**

The SSJ Contractor must during the Delivery Phase:

- (a) administer, supervise, inspect, coordinate and control the work of all Subcontractors engaged by it;
- (b) provide and direct all necessary personnel to administer, supervise, inspect, coordinate and control each Approved Subcontract Agreement and Design Agreement and all Subcontractors engaged by it;
- (c) appoint a duly qualified person to exercise the functions of the SSJ Contractor's Representative under each Design Agreement and Approved Subcontract Agreement and otherwise ensure each Design Agreement and Approved Subcontract Agreement are administered in accordance with:
 - (i) the terms of the Design Agreement or Approved Subcontract Agreement (as applicable); and
 - (ii) the directions of the Principal's Representative; and
- (d) at all times coordinate the SSJ Contractor's Activities and ensure execution and completion of the Approved Subcontract Agreements in a proper and workmanlike manner according to:
 - (i) the Design Documentation which the SSJ Contractor is entitled to use for construction purposes under clause 14.11(k); and
 - (ii) the obligations of the respective Subcontractors.

12.11 **Disputes with Subcontractors**

If the SSJ Contractor has a dispute with a Subcontractor in respect of any aspect of the SSJ Contractor's Activities and either the SSJ Contractor or the Subcontractor pursues any court action, arbitration or adjudication application under the SOP Act, then:

- (a) the SSJ Contractor will be responsible for carriage of the dispute, provided it must:
 - (i) keep the Principal's Representative fully informed of all aspects of the dispute; and
 - (ii) act in accordance with the reasonable instructions of the Principal's Representative (including in respect of lodging any appeals against any decisions made in respect of the dispute);
- (b) subject to the Principal's Representative prior written approval (which may be given or withheld at the Principal's Representative's absolute discretion), any external legal, expert or consultants costs incurred by the SSJ Contractor arising out of the defence of any court action, arbitration or adjudication will form part of the Reimbursable Costs; and

- (c) the SSJ Contractor's own internal costs of administering the court action, arbitration or adjudication application will not form part of the Reimbursable Costs.

12.12 Responsibility for Subcontractors

- (a) The SSJ Contractor will:
 - (i) not be relieved from any of its liabilities or obligations under the Contract; and
 - (ii) remain responsible for all Subcontractors and for all work which is or may be subcontracted as if it was itself executing the work, whether or not any Subcontractors default or otherwise fail to observe or comply with the requirements of the relevant Subcontract,despite:
 - (iii) subcontracting any part of the Preliminaries, Design Work or the Reimbursable Work;
 - (iv) any comments upon, consent to or review, approval or disapproval of:
 - (A) a Subcontract Proposal under clause 12.2; or
 - (B) a tenderer recommended by the SSJ Contractor under clause 12.5(b),by the Principal or the Principal's Representative;
 - (v) the Principal listing the persons from whom tenders are to be obtained under clause 12.4(c)(ii) for the trade packages listed in Schedule A1;
 - (vi) any direction by the Principal's Representative under clause 12.7 to accept the tender of a tenderer other than that recommended by the SSJ Contractor; or
 - (vii) any other act or omission of the Principal or the Principal's Representative in connection with the subcontracting of any part of the Preliminaries, Design Work or the Reimbursable Work.
- (b) Subject to clause 12.13 but otherwise without limitation, if the SSJ Contractor terminates a Design Agreement during the Delivery Phase or an Approved Subcontract Agreement, the SSJ Contractor must:
 - (i) complete the work the subject of the terminated Design Agreement or Approved Subcontract Agreement; and
 - (ii) bear the extra costs incurred by the SSJ Contractor in completing this work, and such costs will not form part of the Design Fee or Reimbursable Costs (as applicable).

12.13 Subcontractor Insolvency

Where an Insolvency Event occurs in relation to a Subcontractor, the SSJ Contractor must:

- (a) promptly notify the Principal's Representative of this fact; and

- (b) if the SSJ Contractor terminates the Approved Subcontract Agreement:
 - (i) promptly notify the Principal's Representative of this; and
 - (ii) engage another person as Subcontractor in accordance with this clause 12 to complete the work the subject of the terminated Approved Subcontract Agreement.

12.14 Reimbursable Work by SSJ Contractor or Related Body Corporate

- (a) The SSJ Contractor must not commence any part of the Self-Performed Reimbursable Work until written approval is received from the Principal Representative.
- (b) Prior to receiving approval from the Principal Representative pursuant to clause 12.14(a) the SSJ Contractor must provide to the Principal's Representative the following particulars in writing:
 - (i) a detailed scope of the proposed work to be undertaken as Self-Performed Reimbursable Work;
 - (ii) a detailed methodology addressing the following:
 - (A) a description of the resource methodology that will be used to undertake the proposed works;
 - (B) details of how the SSJ Contractor will ensure that the quality of the proposed works complies with the Contract and ensure compliance with ASA Requirements;
 - (C) a statement as to how the SSJ Contractor will ensure the proposed works are carried out in an efficient manner; and
 - (D) a description of the information and particulars the SSJ Contractor will provide to the Principal's Representative supporting any Payment Claim made by the SSJ Contractor for carrying out the proposed works;
 - (iii) the fixed price or (where rates are agreed to apply to the work) estimate (including contingency) for the proposed works broken down into sufficient detail and reconciled against the Cost Plan including details of the applicable rate or rates from the Schedule of Rates or if there are no applicable rate or rates, explaining why the rates in the Schedule of Rates do not apply and providing details of its proposed rate (which must be exclusive of any margin for overheads or profit);
 - (iv) the Self-Performed Margin for the proposed works;
 - (v) the cash flow for the proposed works;
 - (vi) the time for commencement and completion of the proposed works and confirmation that these times are in accordance with the then current SSJ Contractor's Program;
 - (vii) the proposed project team to undertake the proposed works including all construction workers, managerial, supervision and technical personnel;

- (viii) the number of resources (man power) and the anticipated total hours to carry out the proposed works onsite and offsite;
 - (ix) the cost of any materials and equipment the SSJ Contractor intends to purchase as part of the Self-Performed Reimbursable Work for use in the proposed works; and
 - (x) the type and number of Construction Plant and the anticipated total hours/days the Construction Plant will be used to carry out the proposed works.
- (c) If required by the Principal's Representative the SSJ Contractor must provide further particulars prior to the Principal's Representative giving approval for the proposed works to commence.
- (d) In carrying out the Self-Performed Reimbursable Work the SSJ Contractor must:
- (i) carry out the Self-Performed Reimbursable Work in an efficient manner;
 - (ii) carry out the Self-Performed Reimbursable Work so as to avoid interfering with, disrupting or delaying the work of Subcontractors and Other Contractors;
 - (iii) not vary the work which is the subject of the Self-Performed Reimbursable Work unless the Principal's Representative has directed a Change under clause 11 and that Change relates directly to the work the subject of the Self-Performed Reimbursable Work; and
 - (iv) each day provide the Principal's Representative with details of all resources, labour and construction plant, used by the SSJ Contractor in the execution of the Self-Performed Reimbursable Work which identifies as a minimum:
 - (A) the part of the Self-Performed Reimbursable Work being performed by the SSJ Contractor;
 - (B) the name of each person performing the work for each part of the Self-Performed Reimbursable Work with details of their staff or labour category, the time when the person started and finished work, the number of hours being claimed for each person and whether those hours are at normal time, time and a half or double time; and
 - (C) details of the type of plant being used for each part of the Self-Performed Reimbursable Work and the number of hours being claimed.
- (e) The Principal's Representative may direct the manner in which the matters described in clause 12.14(d)(iv) are to be recorded.
- (f) The SSJ Contractor represents and warrants to the Principal that it holds and will continue to hold all relevant licences to legally execute the Self-Performed Reimbursable Work.
- (g) The Reimbursable Work (including Self-Performed Reimbursable Work) is to be undertaken on an Open Book Basis and may be subject to an independent third party audit as required by the Principal's Representative.

- (h) The SSJ Contractor must cooperate in facilitating any audit under clause 12.14(g) including by making available all necessary records and documents to the Principal's Representative and the auditor to enable an audit to be conducted of the amount properly incurred and payable pursuant to this clause 12.14.
- (i) The SSJ Contractor or a Related Body Corporate of the SSJ Contractor must not itself carry out any part of the Reimbursable Work other than the Self-Performed Reimbursable Work unless:
 - (i) the prior written approval of the Principal's Representative is obtained (which approval may be given or withheld in the Principal's Representative's absolute discretion and, if given, may be subject to conditions); and
 - (ii) the SSJ Contractor and the Principal's Representative agree upon a fixed price or rates, or a combination of a fixed price and rates, for the work prior to the SSJ Contractor or the Related Body Corporate of the SSJ Contractor commencing the work.
- (j) The Principal's Representative will not object to the SSJ Contractor performing the Reimbursable Work as Self-Performed Reimbursable Work provided that:
 - (i) in the Principal's Representative's opinion doing so represents Value for Money to the Principal, including:
 - (A) the SSJ Contractor following the procurement process in clause 12.2(a)(ii) for supply of items over [REDACTED]; and
 - (B) the SSJ Contractor's price being consistent with the Schedule of Rates; and
 - (ii) the Principal is satisfied that the Self-Performed Reimbursable Work is to be undertaken on an Open Book Basis in accordance with clause 12.14(g).

12.15 **Tendering Probity**

- (a) The SSJ Contractor must:
 - (i) prepare the Tendering Probity Plan in accordance with clause 14.11;
 - (ii) carry out the tender processes for Reimbursable Work:
 - (A) so as to ensure the probity and competitiveness of the tender process; and
 - (B) in accordance with the Tendering Probity Plan; and
 - (iii) comply with any direction by the Principal's Representative concerning the probity and competitiveness of the tender processes for Reimbursable Work.
- (b) The SSJ Contractor will not be relieved from compliance with any of its Contract obligations or from any of its liabilities whether under the Contract or otherwise according to law as a result of any direction of the Principal's Representative or the Principal's probity auditor concerning the probity and competitiveness of the tender process for Reimbursable Work.

12.16 Lifts and Escalators

- (a) The SSJ Contractor must enter into a DSI Contract with the L&E Contractor for the performance of Lifts and Escalators Work required for the Works.
- (b) The SSJ Contractor acknowledges and agrees that:
 - (i) the Principal will enter into a framework agreement with the L&E Contractor after the date of this Contract; and
 - (ii) under the framework agreement, the L&E Contractor will be required to make a standing offer to enter into contracts with other contractors of the Principal for the Project, including the SSJ Contractor;
 - (iii) in order to accept the L&E Contractor's offer, the SSJ Contractor must issue a valid Design Notice;
 - (iv) the DSI Contract will be binding on the SSJ Contractor and the L&E Contractor on issue of a valid Design Notice; and
 - (v) the SSJ Contractor is not entitled to make any Claim against the Principal arising out of or in connection with any delay by the SSJ Contractor in issuing a valid Design Notice to the L&E Contractor.
- (c) The SSJ Contractor acknowledges that:
 - (i) Schedule A28 sets out the key terms proposed for the DSI Contract; and
 - (ii) the terms of the DSI Contract have not been finalised.
- (d) TfNSW will provide the SSJ Contractor with the DSI Contract following finalisation with the L&E Contractor.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

12.17 Provisional Sum Work

- (a) The SSJ Contractor will perform or procure the performance of Provisional Sum Work where such work is necessary in order to comply with its obligations under this Contract.

- (b) The SSJ Contractor must:
- (i) act in good faith in determining whether Provisional Sum Work is required to be performed as set out under clause 12.17; and
 - (ii) minimise the cost of undertaking Provisional Sum Work.
- (c) The provisions of:
- (i) clauses 12.1 to 12.15 will apply to Provisional Sum Work (other than Lifts and Escalators Works) as if it was Reimbursable Work; and
 - (ii) clauses 12.1 to 12.6, 12.7(a), 12.7(b), 12.8, 12.14 and 12.15 do not apply to Lifts and Escalators Works.
- (d) The SSJ Contractor will be entitled to be paid:
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- (e) For the purpose only of clause 12.17(d)(i) to 12.17(d)(iii), [REDACTED]
- (f) For each item of Provisional Sum Work, the Principal's Representative may at any time during the performance of the Provisional Sum Work request the SSJ Contractor to provide a reasonable estimate of the amount payable for the Provisional Sum Work, including sufficient information to support such estimate.

12.18 Design Work

- (a) Subject to clause 12.18(b), the SSJ Contractor must:
- (i) submit a copy of the terms on which it proposes to engage Designers to the Principal's Representative for approval;
 - (ii) subsequently amend the proposed terms as required by the Principal's Representative; and

- (iii) promptly enter into an agreement with each Designer on the basis of the terms approved by the Principal's Representative under clause 12.18(a)(i).
- (b) The SSJ Contractor is not required to obtain the Principal's approval to the terms of an agreement with a Designer for Design Work to be carried out during the Target Cost Development Phase.

12.19 **Design Work (Signalling) Contract Waiver**

The Principal acknowledges and agrees that:

- (a) in respect of the Design Work (Signalling) Contract, the SSJ Contractor is not obliged to comply with:
 - (i) clauses 9.6(d)(v), 9.6(j), 9.13(b), 12.7(c)(iii), 12.7(c)(v), 12.9(a), 21.4(b) and 22.11(c)(iii); and
 - (ii) the obligation to procure the execution of a deed of novation substantially in the form of Schedule A13 in clause 19.5(a)(iv)(A), but only if the SSJ Contractor:
 - (A) uses reasonable endeavours to procure a deed of novation in that form; and
 - (B) if unable to do so, procures a deed of novation in a form reasonably requested by the Principal; and
- (b) where the SSJ Contractor's entitlement to an extension of time arises in connection with an entitlement of the Signalling Designer to an extension of time, the requirement to provide a notice under clause 15.5(b) is waived.

12.20 **Recognised Aboriginal Business Subcontracts**

The SSJ Contractor must:

- (a) submit a copy of the terms of any Recognised Aboriginal Business Subcontract to the Principal's Representative for approval;
- (b) subsequently amend the proposed terms as required by the Principal's Representative; and
- (c) promptly enter into the Recognised Aboriginal Business Subcontract on the basis of the terms approved by the Principal's Representative under clause 12.20(a).

12.21 **Track Possession or Temporary Shutdown Staff**

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]

■ [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

(b) (7)(C), (b) (7)(D)

(b) (7)(C), (b) (7)(D)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
 [REDACTED]

[REDACTED]

- (i) correct all Mandatory Defects as a pre-condition to the achievement of Construction Completion of the relevant Portion;
- (ii) use its best endeavours to correct all Minor Defects and Agreed Defects identified in a Notice of Construction Completion within thirty (30) days after the Date of Construction Completion of the relevant Portion; and
- (iii) correct all Minor Defects and Agreed Defects identified in a Notice of Construction Completion as a pre-condition to the achievement of Completion of the relevant Portion.

13.2 Principal's Representative's direction

- (a) If prior to or during the relevant Defects Correction Period the Principal's Representative discovers or believes there is a Defect or is given notice of a Defect under clause 13.1(a), the Principal's Representative may, without prejudice to any other rights which the Principal may have under this Contract or otherwise at Law, give the SSJ Contractor a direction specifying the Defect and doing one or more of the following:
 - (i) requiring the SSJ Contractor to correct the Defect or a part of it and specifying the time within which this must occur;
 - (ii) requiring the SSJ Contractor to carry out a Change to overcome the Defect or a part of it and specifying the time within which this must be carried out;
 - (iii) advising the SSJ Contractor that the Principal will accept the work or a part of it despite the Defect;
 - (iv) advising the SSJ Contractor that the Principal will direct an Interface Contractor or the Operator to carry out a change or variation under its contract with the Principal (as applicable) to overcome the Defect or a part of the Defect; or
 - (v) in respect of any Defect:
 - (A) to which clause 13.3(b) applies; or
 - (B) subject to clause 13.2(c), discovered during a Defects Correction Period,
 advising the SSJ Contractor that an Interface Contractor or other contractor will correct (or has corrected) the Defect, or any part of it.
- (b) In determining the times at which the SSJ Contractor is required to correct a Defect or carry out a Change for the purposes of this clause, the Principal's Representative is entitled to have regard to the need to minimise the interference and disruption to the activities which:
 - (i) any Interface Contractor may be carrying out in discharge of its obligations under its contract with the Principal;
 - (ii) the Operator may be carrying out in discharge of its obligations under its contract with the Principal; or
 - (iii) are being undertaken by the Existing Operator.

- (c) Unless the Principal's Representative considers that a Defect is an Urgent Defect (to which paragraph (a) of the definition of Urgent Defect applies) or the SSJ Contractor is in breach of clause 9.5, 9.6 or 9.7, the Principal's Representative may not accept the work or part of the work under clause 13.2(a)(iii) or direct an Interface Contractor, the Operator or other contractor to rectify a Defect, or any part of a Defect, pursuant to clauses 13.2(a)(iv) or 13.2(a)(v)(B), unless the Principal's Representative has first given the SSJ Contractor a direction under clause 13.2(a)(i) and the SSJ Contractor has:
 - (i) failed to comply with such direction; or
 - (ii) otherwise failed to comply with its obligations under clause 13.3(a)(i).
- (d) Where the Principal's Representative considers that a Defect is an Urgent Defect (to which paragraph (a) of the definition of Urgent Defect applies) or the SSJ Contractor is in breach of clauses 9.5, 9.6 or 9.7, the Principal's Representative may accept the work or a part of the work under clause 13.2(a)(iii) or give the SSJ Contractor a direction under clause 13.2(a)(iv) or 13.2(a)(v)(B) whether or not a direction has first been given under clause 13.2(a)(i).

13.3 Correction of Defect or Change

- (a) If a direction is given under clause 13.2(a)(i) or 13.2(a)(ii) at any time prior to the expiration of the Defects Correction Period applicable to the relevant part of the Project Works (whether before or after Construction Completion or Completion), the SSJ Contractor:
 - (i) must correct the Defect (or the part of it) or carry out the Change (as the case may be):
 - (A) within the time specified in the Principal's Representative's direction;
 - (B) at times notified by the Principal's Representative;
 - (C) in accordance with the requirements of any relevant Authority;
 - (D) so as to minimise the impact on the use of the relevant part of the Project Works;
 - (E) in a manner which causes as little inconvenience as possible to the activities:
 - (aa) which any Interface Contractor may be carrying out in discharge of its obligations under its contract with the Principal; or
 - (bb) that the Operator may be carrying out in discharge of its obligations under its contract with the Principal; and
 - (cc) of users of the Project Works, a Local Area, a Utility Service or any access and the adjacent community; and
 - (F) at the SSJ Contractor's risk in respect of any restrictions on access;
 - (G) if an Interface Contractor or the Operator, as applicable, has taken possession of the relevant part of the Construction Site for the purposes of designing and constructing any Interface Works or

operating and maintaining the Project, as applicable, in accordance with the requirements of the relevant Interface Contractor or the Operator, as applicable, in relation to access and site safety;

(H) in accordance with its obligations under the:

(aa) relevant SSJ Interface Contractor Cooperation and Integration Deed; or

(bb) SSJ Operator Cooperation and Integration Deed,

as applicable; and

(I) 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 a Defect; and

- (b) If the SSJ Contractor does not comply with clause 13.3(a)(i), the Principal's Representative may, without prejudice to any other rights that the Principal may have against the SSJ Contractor with respect to the Defect under this Contract or otherwise at Law, give the SSJ Contractor a direction under clause 13.2(a)(v) and have the correction or Change work carried out at the SSJ Contractor's expense, and the cost of the correction or Change work incurred by the Principal will be a debt due from the SSJ Contractor to the Principal.

13.4 Acceptance of work or rectification by others

If a direction is given under clause 13.2(a)(iii) or 13.2(a)(v)(B) prior to the expiration of the Defects Correction Period applicable to the relevant part of the Project Works, and the SSJ Contractor is responsible for the Defect (or the part of it), the amount which represents the reasonable cost of correcting the Defect (or the part of it) as stated by the Principal's Representative will become a debt due and payable by the SSJ Contractor to the Principal.

13.5 Changes under other contracts to overcome Defects

If a direction is given by the Principal's Representative under clause 13.2(a)(iv):

- (a) the SSJ Contractor indemnifies the Principal from and against any Loss suffered or incurred by the Principal arising out of or in connection with the change or variation directed by the Principal under the relevant Interface Contract or contract with the Operator or other contract (as applicable) to the extent necessary to overcome the Defect (or the part of it); and
- (b) clause 13.4 will not apply with respect to the Defect the subject of that direction.

13.6 Works

The Works within a Portion have:

- (a) a Defects Correction Period which begins on the Date of Construction Completion of the Portion and expires 2 years after the Date of Completion of the last Portion to achieve Completion; and
- (b) in respect of any work the subject of a direction under clause 13.2(a)(i) or 13.2(a)(ii) during the Defects Correction Period, a further Defects Correction

Period which begins on the date of the correction of the Defect (or the part of it) or completion of the Change and continues for 12 months.

13.7 Local Area Works

- (a) Each discrete part of the Local Area Works has:
 - (i) a Defects Correction Period of 12 months, which begins when the relevant works are complete (being the date notified under clause 13.7(d)(i)); and
 - (ii) a further Defects Correction Period of 12 months in respect of any work the subject of a direction under clause 13.2(a)(i) or 13.2(a)(ii) (relating to the discrete part of the Local Area Works) during the Defects Correction Period, which begins on the date of the correction of the Defect (or the part of it) or completion of the Change,

provided that no Defects Correction Period for any discrete part of the Local Area Works will extend beyond the date that is 24 months after the date notified under clause 13.7(d)(i) as the date on which the relevant part of the Local Area Works were completed.
- (b) The completion of the Local Area Works will be assessed on an area by area basis either:
 - (i) in accordance with clauses 13.7(c) and 13.7(d); or
 - (ii) in the case of the WAD Road Works, in accordance with the procedures in the WAD in relation to Practical Completion (WAD Road Works); and
 - (iii) in the case of the Sydney Trains Works, in accordance with the procedure in the Sydney Trains Transition Agreement in relation to Practical Completion (Sydney Trains Works).
- (c) When the SSJ Contractor considers that a discrete part of the Local Area Works is complete, it must notify the Principal's Representative and the Independent Certifier in writing and the Principal's Representative, the Independent Certifier, the SSJ Contractor's Representative and the representative of any relevant Authority must jointly inspect the relevant Local Area Works at a mutually convenient time.
- (d) Following the joint inspection under clause 13.7(c) and subject to clause 13.7(e), the Principal and the SSJ Contractor acknowledge that the Independent Certifier will determine whether the discrete part of the Local Area Works has been completed in accordance with this Contract and the requirements of any relevant Third Party Agreement (if applicable) and will notify the SSJ Contractor and the Principal in writing and within 5 Business Days after the date of the inspection (or such longer period permitted under any relevant Third Party Agreement):
 - (i) if the discrete part is complete, of the date on which the SSJ Contractor has completed the discrete part of the Local Area Works in accordance with this Contract, which subject to clause 13.7(f)(i), will be the relevant date for the purposes of clause 13.7(a)(i); or
 - (ii) if the discrete part is not complete, the items which remain to be completed (after which the procedure in clause 13.7(c) and this clause 13.7(d) will reapply).

- (e) Each discrete part of the Local Area Works will not be regarded as complete unless the Independent Certifier has:
- (i) executed and provided to the Principal's Representative a certificate in the form of Schedule B13 with respect to the discrete part of the Local Area Works; and
 - (ii) additionally:
 - (A) in the case of the WAD Road Works, executed and provided to the Principal's Representative and RMS a certificate in the form of Schedule 4 to the WAD with respect to the discrete part of the Local Area Works; or
 - (B) in the case of any Sydney Trains Works, executed and provided to the Principal's Representative, Sydney Trains and RailCorp a certificate in the form of Schedule 8 to the Sydney Trains Transition Agreement with respect to the discrete part of the Sydney Trains Works.
- (f) It is a condition precedent to:
- (i) the commencement of the Defects Correction Period for a discrete part of the Local Area Works that the SSJ Contractor provide the Principal's Representative with:
 - (A) a written notice from each Authority with jurisdiction over the discrete part stating that the Authority is satisfied that the discrete part is complete;
 - (B) if the SSJ Contractor is unable to obtain a notice required under clause 13.7(f)(i)(A) despite having used its best endeavours to do so, a statement from the SSJ Contractor to the effect that:
 - (aa) the discrete part of the Local Area Works is complete and the SSJ Contractor has notified the relevant Authority of this matter; and
 - (bb) the relevant Authority has failed or refused to provide the written notice required under clause 13.7(f)(i)(A) despite being given 15 Business Days to provide the notice requested by the SSJ Contractor;
 - (C) to the extent that the discrete part of the Local Area Works constitutes WAD Road Works, the Independent Certifier has executed and provided to the Principal's Representative and RMS a certificate in the form of Schedule 4 to the WAD with respect to the discrete part of the Local Area Works; and
 - (D) to the extent that the discrete part of the Local Area Works constitutes Sydney Trains Works, the Independent Certifier has executed and provided to the Principal's Representative, Sydney Trains and RailCorp a certificate in the form of Schedule 8 to the Sydney Trains Transition Agreement with respect to the discrete part of the Local Area Works; and

- (ii) Construction Completion of a Portion that the written notices or statements required under clause 13.7(f)(i) have been provided to the Principal's Representative for all discrete parts of the Local Area Works that form part of that Portion.

13.8 Utility Service Works

- (a) Each discrete part of the Utility Service Works not handed over to the Principal has:

- (i) a Defects Correction Period of 12 months, which begins when:
 - (A) the relevant Utility Service Authority which has jurisdiction in respect of the Utility Service gives written notice that the work is complete; or
 - (B) if the SSJ Contractor is unable to obtain a notice required under clause 13.8(a)(i)(A) despite having used its best endeavours to do so, a written statement from the SSJ Contractor to the effect that:
 - (aa) the discrete part of the Utility Service Works is complete and the SSJ Contractor has notified the relevant Utility Service Authority of this matter; and
 - (bb) the relevant Utility Service Authority has failed or refused to provide the written notice required under 13.8(a)(i)(A) despite being given 15 Business Days to provide the notice requested by the SSJ Contractor,

and the Principal's Representative has been provided with a copy of the notice or statement; and

- (ii) a further Defects Correction Period of 12 months in respect of any work the subject of a direction under clause 13.2(a)(i) or 13.2(a)(ii) (relating to the discrete part of the Utility Service Works) during the Defects Correction Period, which begins:
 - (A) when the relevant Utility Service Authority gives written notice that the Defect (or the part of it) has been corrected or the Change completed and the Principal's Representative has been provided with a copy of the notice; or
 - (B) if the relevant Utility Service Authority fails or refuses to give the notice required under clause 13.8(a)(ii)(A), when the Principal's Representative determines that the Defect (or the part of it) has been corrected or the Change completed,

provided that no Defects Correction Period for any discrete part of the Utility Service Works will extend beyond the date that is 24 months after the date of the applicable notice or statement given under clause 13.8(a)(i).

- (b) It is a condition precedent to Construction Completion of a Portion, that:
 - (i) a written notice of the kind referred to in clause 13.8(a)(i) has been given for each discrete part of the Utility Service Works that form part of that Portion and the Principal's Representative has been provided with a copy of each such notice; or

- (ii) the SSJ Contractor has:
 - (A) used best endeavours to obtain and provide the Principal's Representative with a written notice of the kind referred to in clause 13.8(a)(i)(A); and
 - (B) provided the Principal's Representative with a written statement of the kind referred to in clause 13.8(a)(i)(B).

13.9 **Property Works**

- (a) Subject to clause 13.9(b), each discrete part of the Property Works has:
 - (i) a Defects Correction Period of 12 months, which begins upon:
 - (A) the completion of the Property Works; or
 - (B) submission by the SSJ Contractor of a certificate or signed statement (as the case may be) to the Principal's Representative under clause 8.2(a)(ii),

whichever is the later; and
 - (ii) a further Defects Correction Period of 12 months in respect of any work the subject of a direction under clause 13.2(a)(i) or 13.2(a)(ii) (relating to the discrete part of the Property Works) during the Defects Correction Period, which begins on the date of correction of the Defect (or the part of it) or completion of the Change
- (b) No Defects Correction Period for any discrete part of the Property Works will extend beyond the date that is 24 months after the date of the applicable certificate or signed statement given under clause 8.2(a)(ii).

13.10 **Failure by the SSJ Contractor to comply with Direction**

- (a) If the SSJ Contractor does not comply with a direction referred to in clause 13.2(a)(i) or 13.2(a)(ii), the Principal may employ others to carry out that direction.
- (b) The Loss suffered or incurred by the Principal arising out of or in connection with taking the action contemplated in clause 13.10(a) or as a result of the SSJ Contractor's failure to comply with clause 13.3(a)(i) will be a debt due from the SSJ Contractor to the Principal.

13.11 **Rights not affected**

Neither the Principal's rights, nor the SSJ Contractor's liability, whether under this Contract or otherwise according to Law in respect of Defects, whether before or after the expiration of any relevant Defects Correction 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 12.18 or any other provision of this Contract;
- (b) the exercise of, or the failure by the Principal or the Principal's Representative to exercise, any such rights; or

- (c) any direction of the Principal's Representative under clause 13.2.

13.12 Use of defective facilities

The SSJ Contractor must not allow the use of any part of the Project Works or Temporary Works which the SSJ Contractor knows is defective or unsafe and which threatens the health or safety of people.

13.13 Final inspections of Project Works (other than Third Party Works)

- (a) The SSJ Contractor, the Principal's Representative, the Operator and any other person nominated by the Principal's Representative, will carry out a final inspection of the Project Works (other than the Third Party Works) 1 month before the end of the original Defects Correction Period (**Final Inspection**).
- (b) Where the Operator is not involved in the Final Inspection:
 - (i) within 10 Business Days after the Final Inspection, the Principal's Representative may give the SSJ Contractor and the Operator written notice of any Defects which the Principal's Representative observed during the Final Inspection or of which they are otherwise aware; and
 - (ii) the Principal may give a notice under clause 13.2 in respect of any such Defect.
- (c) Where the Operator is involved in the Final Inspection, clause 5 of the SSJ Operator Cooperation and Integration Deed will apply in relation to the Final Inspection.

13.14 Final inspections of Third Party Works

- (a) The SSJ Contractor, the Principal's Representative and applicable Authorities, will carry out a final inspection of the Third Party Works 3 months before the end of the original Defects Correction Period for the relevant Third Party Works (or at such other time specified by any relevant Third Party Agreement) (**Final Third Party Works Inspection**).
- (b) If the Principal's Representative or applicable Authority identifies any Defects during the Final Third Party Works Inspection, the Principal may give a notice under clause 13.2 in respect of such Defect.

14. ADMINISTRATION

14.1 Principal's Representative

- (a) The Principal must ensure that at all times until the date of expiry of the final Defects Correction Period there is a Principal's Representative. The SSJ Contractor acknowledges and agrees that the Principal's Representative will give directions and carry out all its other functions under this Contract as the agent of the Principal (and not as an independent certifier, assessor or valuer) and is subject to the directions of the Principal.
- (b) 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 Contract if exercised or made (or if it is not exercised or made) by the Principal's Representative:

- (i) independently;
 - (ii) after consultation with the Principal and its advisers; or
 - (iii) as directed by the Principal.
- (c) Any control or influence exercised by the Principal over the Principal's Representative does not:
- (i) 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
 - (ii) entitle the SSJ 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.
- (d) The SSJ Contractor must comply with any direction by the Principal's Representative given or purported to be given under a provision of this Contract.
- (e) Except where this Contract otherwise provides, the Principal's Representative may give a direction orally but will as soon as practicable confirm it in writing.
- (f) The Principal will not be liable upon any Claim by the SSJ Contractor arising out of or in connection with any such direction by the Principal's Representative in circumstances where it is incorrect, subsequently overturned pursuant to clause 20 or is unreasonable (other than in accordance with the corrected determination).
- (g) The SSJ Contractor acknowledges and agrees that its sole means of redressing any errors contained in or associated with any such direction by the Principal's Representative is by giving a notice of dispute in accordance with clause 20.3.

14.2 Replacement of the Principal's Representative

- (a) 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 SSJ Contractor of that appointment.
- (b) Any substitute Principal's Representative appointed under this clause 14.2 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.

14.3 Delegation of Functions

- (a) The Principal's Representative may:
 - (i) by written notice to the SSJ Contractor appoint persons to exercise any of the Principal's Representative's functions under this Contract;
 - (ii) not appoint more than one person to exercise the same function under this Contract; and
 - (iii) revoke any appointment under clause 14.3(a)(i) by notice in writing to the SSJ Contractor.

- (b) The Principal's Representative may continue to exercise a function under this Contract despite appointing another person to exercise the function under clause 14.3(a)(i).
- (c) All references in this Contract to the Principal's Representative include a reference to an appointee appointed under clause 14.3(a)(i).

14.4 **SSJ Contractor's Personnel**

- (a) The SSJ Contractor must notify the Principal's Representative in writing of the name of the SSJ Contractor's Representative (who at the date of this Contract is the relevant person listed in Schedule A7) and of any subsequent changes.
- (b) The SSJ Contractor must:
 - (i) employ the individuals nominated by the SSJ Contractor and listed in Schedule A7 in the positions specified in Schedule A7 or equivalent positions;
 - (ii) subject to clause 14.4(b)(iii), not replace the individuals referred to in clause 14.4(b)(i) without the Principal's Representative's prior written approval which will not be unreasonably withheld;
 - (iii) if any of the individuals referred to in clause 14.4(b)(i):
 - (A) dies;
 - (B) becomes unable to continue in their positions due to illness;
 - (C) resigns from the employment of the SSJ Contractor (other than to accept other employment with the SSJ Contractor or any "related body corporate" of the SSJ Contractor (as that term is defined in section 9 of the *Corporations Act 2001* (Cth))); or
 - (D) becomes the subject of a direction under clause 14.4(c),
 replace them with personnel of at least equivalent experience, ability, knowledge and expertise approved by the Principal's Representative; and
 - (iv) without limiting clauses 14.4(b)(i), 14.4(b)(ii) or 14.4(b)(iii), ensure that the:
 - (A) positions specified in Schedule A7 as full-time, dedicated positions are full-time, dedicated positions; and
 - (B) individuals who occupy the full-time, dedicated positions in accordance with clause 14.4(b)(iv)(A) apply themselves fully to the position to the exclusion of all other work,
 until Completion of 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 SSJ Contractor to remove any person (including a person referred to in clause 14.4(a) or clause 14.4(b)) from the Construction Site and the SSJ Contractor's Activities.

- (d) If the Principal's Representative issues a notice in accordance with clause 14.4(c), the SSJ Contractor must:
 - (i) then cease to engage that person in the SSJ Contractor's Activities and must appoint a replacement; and
 - (ii) ensure that any person the subject of a direction under clause 14.4(c) is not again employed in the SSJ Contractor's Activities or on the Construction Site.
- (e) Any direction under clause 14.4(c) will be deemed to have been given to the SSJ Contractor if given to the SSJ Contractor's Representative. Matters within the knowledge of the SSJ Contractor's Representative will be deemed to be within the knowledge of the SSJ Contractor.

14.5 Design development meetings

- (a) The SSJ Contractor must hold regular meetings of its design team including the Designers (and in any event at Design Stage 1 and Design Stage 2 of each discrete design part or element in the SSJ Contractor's Activities).
- (b) The SSJ Contractor must give reasonable notice to the Principal's Representative of those meetings and of any other meetings at which design issues are to be discussed to enable the Principal's Representative, its delegate and any representatives of any Other Contractor to attend. The Principal may request the SSJ Contractor to ensure the presence at the meeting of any relevant persons from any of the SSJ Contractor's Subcontractors involved in the design of any part of the Project Works.
- (c) The SSJ Contractor must give the Principal's Representative:
 - (i) an agenda prepared in consultation with or as directed by the Principal's Representative for each design meeting no less than 48 hours prior to each meeting (which must include an accurate schedule of all design issues as at the date of issue of the agenda); and
 - (ii) minutes of each design meeting within 48 hours after each meeting.
- (d) Neither party may rely on such agenda or minutes of meeting as a document constituting or evidencing the giving or receipt of a notice required to be given under or in accordance with this Contract.

14.6 Site Meetings

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

- (a) prior to the Date of Construction Completion of the Project Works or the last Portion to reach Construction Completion, weekly or at such longer intervals as may be directed in writing by the Principal's Representative; and
- (b) at monthly intervals after the Date of Construction Completion of the Project Works or the last Portion to reach Construction Completion until all Defects Correction Periods (including any extension under clauses 13.6(b) and 13.7(a)(ii)), have expired or at such other intervals as may otherwise be agreed between the parties.

14.7 **Environmental Representative**

The SSJ 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) will oversee the implementation of all environmental management plans and monitoring programs required under the Planning Approval, and will advise the Principal upon achievement of the outcomes contemplated in the Planning Approval;
 - (iii) will advise the Principal and the Principal's Representative on the SSJ Contractor's compliance with the Planning Approval; and
 - (iv) will have the authority and independence to:
 - (A) direct the SSJ Contractor as to; or
 - (B) advise the Principal's Representative to direct the SSJ Contractor as to,

reasonable steps the SSJ 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 14.7(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 14.7(c) and none of the Principal, the Principal's Representative or the Environmental Representative will be liable upon any Claim arising out or in any way in connection with such directions.

14.8 **Acoustics Advisor**

The SSJ Contractor acknowledges and agrees that:

- (a) the Principal has appointed the Acoustics Advisor as required by an Authority Approval;
- (b) the Acoustics Advisor:
 - (i) is independent of the parties;
 - (ii) will oversee the implementation of all noise and vibration management plans and monitoring programs required under the Planning Approval, and will advise the Principal upon achievement of the outcomes contemplated in the Planning Approval;
 - (iii) will advise the Principal and the Principal's Representative on the SSJ Contractor's compliance with the Planning Approval; and

(iv) will have the authority and independence to:

(A) direct the SSJ Contractor as to; or

(B) advise the Principal's Representative to direct the SSJ Contractor as to,

reasonable steps the SSJ Contractor must take to avoid or minimise unintended or adverse noise and vibration impacts;

(c) it must comply with the directions of the Acoustics Advisor or the Principal's Representative as contemplated by clause 14.8(b)(iv); and

(d) it bears the full risk of complying with any directions given by the Acoustics Advisor or the Principal's Representative as contemplated by clause 14.8(c) and none of the Principal, the Principal's Representative or the Acoustics Advisor will be liable upon any Claim arising out or in any way in connection with such directions.

14.9 Independent Certifier

(a) The Independent Certifier will be engaged on the terms of the Independent Certifier Deed.

(b) In certifying Design Stage 3 Design Documentation, the Independent Certifier is not required to act as an AEO.

(c) The Independent Certifier is obliged to act independently of the Principal, the SSJ Contractor and the Subcontractors.

(d) Both parties must provide the Independent Certifier with all information and documents and allow the Independent Certifier:

(i) to attend meetings; and

(ii) access to all premises,

as may be necessary or reasonably required by the Independent Certifier to allow the Independent Certifier to perform its obligations under the Independent Certifier Deed.

(e) All notices and documents provided by a party to the Independent Certifier must be copied to the other party. If a party is required to provide a notice or document to the Independent Certifier within a specified time period, that notice or document must be provided to the other party within the same time period.

(f) The Principal's Representative may provide comments to the Independent Certifier in respect of the SSJ Contractor's Activities.

14.10 Industrial Relations

(a) The SSJ Contractor must in carrying out the SSJ Contractor's Activities:

(i) assume sole responsibility for and manage all aspects of industrial relations for the SSJ Contractor's Activities;

(ii) ensure all Subcontractors manage all aspects of the industrial relations with their employees appropriately;

- (iii) 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 SSJ Contractor's Activities, are always observed in full;
- (iv) 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 SSJ Contractor's Activities and Other Contractors' activities;
- (v) without limiting clauses 8.12 and 9.12, comply with all the requirements of the NSW Code and the NSW Guidelines;
- (vi) conduct its industrial relations affairs in accordance with the Workplace Relations Management Plan developed and submitted by the SSJ Contractor as part of the Contract Management Plan, in accordance with the MRs and clause 14.11;
- (vii) prepare, document and implement a project Workplace Relations Management Plan which must be based on the draft outline Industrial Relations Management Plan (if any) submitted with the SSJ Contractor's Proposal;
- (viii) not commence any work on the Construction Site or Extra Land until the Workplace Relations Management Plan has been submitted to the Principal's Representative and the Principal's Representative has not rejected it under clause 14.11;
- (ix) submit to the Principal's Representative, before beginning work on the Construction Site or Extra Land, a statement detailing:
 - (A) the location of time and wage records and other documents that are required to be kept to verify ongoing compliance with all employment and legal obligations;
 - (B) the names of each award or enterprise agreement that is likely to cover the SSJ Contractor and Subcontractors involved in the SSJ Contractor's Activities; and
 - (C) the names of those responsible for coordinating industrial relations for the SSJ Contractor's Activities;
- (x) not do, or omit to do, anything that is, or is likely to be, prejudicial to the performance of the SSJ Contractor's Activities;
- (xi) before beginning work on the Construction Site or Extra Land, submit a statement on the SSJ Contractor's letterhead and signed by an authorised person, attesting to the SSJ Contractor's compliance, in the preceding twelve months, with all employment and legal obligations, including:
 - (A) payment of remuneration to employees;
 - (B) annual leave provisions;
 - (C) Long Service Leave Payment Scheme registration;

- (D) obligations to register workers under the *Building and Construction Industry Long Service Payments Act 1986* (NSW);
- (E) workers' compensation insurance, including self-insurance arrangements;
- (F) superannuation fund membership and contributions; and
- (G) over-award payments such as redundancy fund contributions; and
- (xii) continue to provide during the SSJ 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 SSJ Contractor's Activities.
- (b) If the SSJ 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 SSJ Contractor under paragraph (a)(ix).
- (c) The industrial relations requirements contained in this Contract, the NSW Code and the NSW Guidelines:
 - (i) are in addition to, but are not in substitution for, any requirements of Law; and
 - (ii) do not limit the powers of the Principal or the liabilities and responsibilities of the SSJ Contractor.

14.11 Submission for review by the Principal's Representative

- (a) This clause 14.11 applies to all documents except Design Documentation and Asset Management Information to the extent addressed in clause 10 and clause 9.15.
- (b) The SSJ Contractor must manage and transmit documents, including using an electronic medium (such as the PDCS) where required by the Principal's Representative, in accordance with the processes, procedures and systems in the SWTC and MR-PA or as otherwise required by the Principal's Representative.
- (c) Documents supplied to the SSJ Contractor:
 - (i) will remain the property of the Principal;
 - (ii) must be returned by the SSJ Contractor to the Principal on demand in writing; and
 - (iii) must not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the SSJ Contractor's Activities.
- (d) The SSJ Contractor must keep all the SSJ Contractor's records relating to the SSJ Contractor's Activities in a secure and fire proof storage.
- (e) The SSJ 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 14.11.

- (f) The SSJ Contractor must ensure that any Information Documents 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.
- (g) A Document will be deemed not to have been submitted 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 SSJ Contractor has otherwise complied with this clause 14.11, in addition to any other requirement of this Contract relating to the submission of that Document.
- (h) After the submission of a Document which satisfies the requirements of clause 14.11(g):
 - (i) the Principal's Representative may review the Document, or any resubmitted Document prepared and submitted by the SSJ Contractor; and
 - (ii) where submitted or resubmitted in accordance with a program which has not been rejected by the Principal's Representative, within 15 Business Days of submission by the SSJ Contractor of such Document or resubmitted Document:
 - (A) reject the Document if in its opinion the Document (or any part) does not comply with the requirements of this Contract, stating the nature of the non-compliance;
 - (B) make comments on the Document; or
 - (C) notify the SSJ Contractor that it has no (or has no further) comments to make.
- (i) If any Document is:
 - (i) rejected or deemed to be rejected, the SSJ Contractor must submit an amended Document to the Principal's Representative within 10 Business Days of the date of such rejection or deemed rejection and this clause 14.11 will re-apply; or
 - (ii) not rejected and the Principal's Representative responds to the submission with comments, the SSJ Contractor must respond to the comments within 10 Business Days or such other period as may be directed by the Principal's Representative.
- (j) If the SSJ Contractor fails to respond to the Principal's Representative's comments within the relevant period set out in clause 14.11(i) in a manner satisfactory to the Principal's Representative, the Document will be deemed to be rejected.
- (k) The SSJ Contractor must not:

- (i) issue any Subcontract Tender Documentation to tenderers for; or
- (ii) commence construction of,

any part of the Project Works to which any Document (other than the SSJ Contractor's Program) submitted to the Principal's Representative applies unless the Principal's Representative has had the period referred to in clause 14.11(h)(ii) to review the Document and has not rejected the Document or made any comments on the Document (except in the case where the SSJ Contractor has responded to the Principal's Representative's comments within the required time period and in a manner satisfactory to the Principal's Representative as referred to in clause 14.11(i)).

- (l) The SSJ Contractor must not amend for construction purposes any Document that has:

- (i) been submitted to the Principal's Representative; and
- (ii) not been rejected or not had comments made about it under clause 14.11(h)(ii),

unless the SSJ Contractor submits the proposed amendments to the Principal's Representative, in which case this clause 14.11 will re-apply.

- (m) The Principal's Representative does not assume or owe any duty of care or other responsibility to the SSJ Contractor to review, or in reviewing, a Document submitted by the SSJ Contractor, including for errors, omissions or non-compliance with this Contract.
- (n) The SSJ 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 SSJ Contractor of any errors, omissions or non-compliance with the requirements of this Contract in any Document submitted.
- (o) No review of, comment upon or rejection of, or failure to review or comment upon or reject, a Document prepared by the SSJ Contractor, or any other direction by the Principal's Representative in connection with the Document, will:
 - (i) constitute a direction to carry out a Change pursuant to clause 11.2, unless it is in a written document titled Change Order and describes the nature of the Change in accordance with clause 11.2(a);
 - (ii) relieve the SSJ Contractor from or alter its liabilities or obligations, whether under this Contract or otherwise according to any Law; or
 - (iii) limit or otherwise affect the Principal's rights against the SSJ Contractor, whether under this Contract or otherwise according to any Law.
- (p) In considering any Document, the Principal's Representative may consult with and take into account any views or requirements of relevant persons, including any Authority.

14.12 Work Method

Whether or not this Contract prescribes a particular work method or a work method is otherwise a part of this Contract or reviewed or approved (expressly or impliedly) by the

Principal's Representative, the fact that any work method that the SSJ Contractor adopts or proposes to adopt is impractical or impossible or that the SSJ Contractor, with or without the approval of the Principal's Representative, uses another work method will:

- (a) not entitle the SSJ Contractor to make any Claim against the Principal arising out of or in any way in connection with the work method proving to be impractical or impossible or any change in the work method; and
- (b) not cause the Contract to be frustrated.

14.13 **Exchange of Information between Government Agencies**

- (a) The SSJ Contractor authorises the Principal, its employees and agents to make information concerning the SSJ Contractor (including any information provided under clause 14.11) available to NSW Government departments or agencies. Such information may include any information provided by the SSJ Contractor to the Principal and any information relating to the SSJ Contractor's performance under this Contract.
- (b) The SSJ Contractor acknowledges that any information about the SSJ Contractor from any source, including 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 SSJ Contractor future opportunities for NSW Government work.
- (c) The SSJ Contractor also acknowledges that the Principal has in place processes for assessing the performance of its contractors, that these processes will apply to the SSJ Contractor's performance under this Contract and that it will participate in the Principal's "SSJ Contractor Performance Reporting" process.

14.14 **Financial Assessment**

Without limiting or otherwise restricting clause 14.13, the SSJ 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 SSJ Contractor and any Subcontractors;
- (b) a Financial Assessment may be undertaken at three monthly (or longer) intervals from the date of commencement of the Project 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 a Financial Assessment.

14.15 **Employment of Aboriginal and Torres Strait Islander People**

The SSJ Contractor must:

- (a) provide employment opportunities to Aboriginal and Torres Strait Islander people in accordance with the NSW Government Policy on Aboriginal Participation in Construction (August 2016);

- (b) as part of the human resources input to and the documentation and implementation of the Contract Management Plan, address the employment of Aboriginal and Torres Strait Islander people and compliance with the NSW Government Policy on Aboriginal Participation in Construction (August 2016); and
- (c) provide reports to the Principal's Representative in such format and within such times as may be required by the Principal's Representative which record the performance of the SSJ Contractor in relation to Aboriginal and Torres Strait Islander participation.

14.16 **Waste Reduction and Purchasing Policy**

The SSJ Contractor must:

- (a) use its best endeavours to reduce wastage and increase the use of recycled materials in accordance with the GREP;
- (b) address as part of the Construction Environment Management Plan the measures to be taken to reduce wastage and increase the use of recycled materials in the areas of paper products, office consumables, vegetation and landscaping materials, and construction and demolition materials; and
- (c) provide reports to the Principal's Representative in such format and within such times as may be required by the Principal's Representative for the use by the Principal in complying with its GREP obligations to report performance.

14.17 **Training Management**

- (a) Subject to the express provisions of the Contract, the SSJ Contractor must comply with the NSW Government "Training Management Guidelines" (February 2009).
- (b) Training management requirements specified in the Contract and the NSW Government "Training Management Guidelines" may be in addition to, but are not in substitution for, any training obligations of the SSJ Contractor under statute, industrial award, enterprise or workplace agreement, or other workplace arrangements approved under Federal or NSW law.
- (c) At least 14 days before starting work on the Construction Site the SSJ Contractor must document and submit a 'Project Training Management Plan' which complies with the NSW Government "Training Management Guidelines" (February 2009).
- (d) The SSJ Contractor must systematically manage its training management processes in accordance with the systems, plans, standards and codes specified in the Contract.
- (e) The SSJ Contractor must demonstrate to the Principal, whenever requested, that it has met and is meeting at all times its obligations under this clause 14.17.

14.18 **National Greenhouse and Energy Reporting Act 2007 (Cth)**

The SSJ Contractor acknowledges and agrees that:

- (a) if any of the SSJ Contractor's Activities, or the activities of any of the SSJ Contractor's personnel, in connection with the SSJ 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 SSJ 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 14.18(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 SSJ Contractor, the SSJ Contractor must, on the written request of the Principal, do all things reasonably necessary to ensure the liability is transferred to the SSJ Contractor;
- (c) if the Principal requests it, the SSJ 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 SSJ 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 SSJ Contractor must also provide to the Principal all Greenhouse Data and other information which the SSJ Contractor provides to any other person under the NGER Legislation in connection with any Relevant Matters, at the same time as the SSJ Contractor provides that Greenhouse Data or other information to that other person;
- (e) the SSJ Contractor must:
 - (i) collect and record all such Greenhouse Data as may be required to enable reporting under the NGER Legislation or enable the SSJ Contractor to discharge its obligations under this clause 14.18, 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 14.18 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 14.18 is to be taken as meaning that the Principal has agreed to perform any statutory obligation that the SSJ Contractor may have regarding the provision of Greenhouse Data to any Authority.

14.19 Early warning procedure and risk reporting

- (a) The SSJ Contractor must give early warning of a risk by notifying the Principal's Representative as soon as it becomes aware of any fact, matter or thing which may give rise to a risk of:

- (i) a delay to Construction Completion of any Portion;
 - (ii) a delay to the Completion of any Portion;
 - (iii) an adverse effect on the performance of the SSJ Contractor's Activities or the Project Works;
 - (iv) a Claim by the SSJ Contractor; or
 - (v) a party being in breach of any term of the Contract.
- (b) At the same time as it gives an early warning notification in accordance with clause 14.19(a), the SSJ Contractor will enter the risk the subject of the early warning notification on the Risk Register (which will include a description of the risk and the actions which are to be taken to avoid or mitigate the risk).
- (c) The SSJ Contractor must provide to the Principal's Representative with real time access to the Risk Register or as otherwise directed by the Principal's Representative.
- (d) The SSJ Contractor will attend risk management meetings with the Principal's Representative on a monthly basis or as otherwise directed by the Principal's Representative. At risk management meetings, the parties agree to:
- (i) review the current Risk Register;
 - (ii) develop proposals and seek solutions for avoiding or mitigating the risks listed on the Risk Register, including what assistance the Principal may be able to provide to the SSJ Contractor. The SSJ Contractor must inform the Principal's Representative if it considers any such proposal or solution would give rise to a Change or otherwise give rise to a Claim by the SSJ Contractor;
 - (iii) decide upon any specific action to be taken by the parties in response to the risks listed on the Risk Register; and
 - (iv) remove from the Risk Register those risks which have been avoided or passed.
- (e) A notification, record or action under this clause 14.19 will not relieve the SSJ Contractor from or alter its liabilities or obligations under this Contract, including any and all notification obligations under this Contract.

14.20 **Management Review Group**

- (a) The Management Review Group comprises no more than two representatives of each of the Principal and the SSJ Contractor. The representatives at the date of this Contract are those persons identified in Schedule A1 as being part of the Management Review Group.
- (b) The Principal's Representative may direct the attendance at Management Review Group meetings of:
 - (i) representatives of any of the SSJ Contractor's Subcontractors which the Principal's Representative reasonably requires; and

- (ii) any other person the Principal's Representative reasonably requires from time to time.
- (c) Each party acknowledges and agrees that its representatives on the Management Review Group have the authority to make decisions that bind that party.

14.21 Management Review Group functions

- (a) The role of the Management Review Group is to provide leadership, governance and oversight.
- (b) The functions of the Management Review Group include reviewing:
 - (i) the progress of the SSJ Contractor's Activities in relation to the SSJ Contractor's Program and the performance of the SSJ Contractor prior to the expiry of the final Defects Correction Period;
 - (ii) issues arising out of community relations and community concerns;
 - (iii) issues arising out of the quality of the SSJ Contractor's Activities;
 - (iv) matters arising from the Design Documentation, including any proposed design changes;
 - (v) value engineering opportunities and potential cost savings consistent with maintaining quality and enhancing life cycle costing;
 - (vi) the potential impact of design and construction outcomes on operation and maintenance requirements;
 - (vii) all notices issued by the SSJ Contractor referred to in clauses 23.1(a) and 23.2(c);
 - (viii) all claims issued by the SSJ Contractor in respect of Excluded Claims;
 - (ix) other unresolved matters arising between the parties that are not yet a Dispute;
 - (x) environmental issues;
 - (xi) safety issues; and
 - (xii) any other matters or determined or directed by the Principal's Representative.
- (c) The Management Review Group will, in respect of potential Claims referred to in clause 14.21(b)(vii) and claims referred to in clause 14.21(b)(viii), seek to determine a resolution or process for resolution.
- (d) To be effective, a determination of the Management Review Group must be:
 - (i) a unanimous decision of all representatives;
 - (ii) in writing; and
 - (iii) confirmed in writing by the Principal's Representative and the SSJ Contractor's Representative.

- (e) If the Management Review Group makes a determination in accordance with clause 14.21(d), then:
 - (i) in respect of notices referred to in clause 14.21(b)(vii), clauses 23.1(b) and 23.2(d) do not apply; and
 - (ii) in respect of a claim referred to in clause 14.21(b)(viii), the Principal's determination in respect of that claim in accordance with the Management Review Groups determination is not subject to Dispute.

14.22 **Management Review Group meetings**

- (a) The Management Review Group must meet:
 - (i) regularly in the frequency identified in Schedule A1 until the expiry of the final Defects Correction Period or such other regular period as the Principal and the SSJ Contractor agree in writing;
 - (ii) in accordance with this clause 14.22; and
 - (iii) at other times which the Principal's Representative or the SSJ Contractor requires.
- (b) The SSJ Contractor must provide the Principal's Representative with an agenda prepared in consultation with the Principal's Representative for each meeting of the Management Review Group no less than 48 hours prior to each meeting.
- (c) The agenda must include:
 - (i) the minutes of the most recent risk management meeting, together with the current Risk Register;
 - (ii) any issues referred to the Management Review Group by the Completion Steering Committee;
 - (iii) full details of all Excluded Claims issued by the SSJ Contractor in the period since the last meeting of the Management Review Group; and
 - (iv) the register of potential claims described in clause 23.4.
- (d) The Principal's Representative will be the chairperson for meetings of the Management Review Group.
- (e) The Principal's Representative must give all members of the Management Review Group (and any other person nominated by the Principal's Representative) minutes of the meeting within 48 hours after the meeting.

14.23 **Completion Steering Committee**

- (a) Within 3 months of the date of this Contract, the parties must establish a Completion Steering Committee.
- (b) The Completion Steering Committee will consist of:
 - (i) the Principal's Representative;
 - (ii) the SSJ Contractor's Representative; and

- (iii) such other persons as the parties may agree from time to time.
- (c) The role of the Completion Steering Committee is to:
 - (i) provide leadership on matters relating to Completion and handover of the Project Works;
 - (ii) approve processes and procedures prepared by the Completion Working Group;
 - (iii) consider issues referred to it by the Completion Working Group;
 - (iv) refer any significant issues to the Management Review Group for resolution; and
 - (v) such other roles and functions as may be agreed by the parties.
- (d) The Completion Steering Committee must meet:
 - (i) at least once every 2 months; and
 - (ii) at such other times as the parties may agree,
 until the achievement of Completion of the last Portion.

14.24 **Completion Working Group**

- (a) Within 3 months of the date of this Contract, the parties must establish a Completion Working Group.
- (b) The Completion Working Group will consist of:
 - (i) the Principal's Representative;
 - (ii) any nominees of the Principal's Representative;
 - (iii) the SSJ Contractor's Representative;
 - (iv) any nominees of the SSJ Contractor's Representative; and
 - (v) such other persons as the parties may agree from time to time.
- (c) The role of the Completion Working Group is to:
 - (i) provide a collaborative forum through which the parties can:
 - (A) plan and agree procedures for completion and handover of the Project Works;
 - (B) plan and agree the process for the progressive submission of records and documentation required for Construction Completion and Completion of each Portion;
 - (C) monitor the status of activities and tasks that must be completed in order to achieve Construction Completion and Completion of each Portion;

- (D) identify issues which may adversely impact upon the achievement of Construction Completion or Completion of any Portion by the applicable Date for Construction Completion or Date for Completion (as applicable); and
- (E) consider the Recovery Plans submitted by the SSJ Contractor to the Principal's Representative in accordance with clause 15.5(b)(ii) and provide feedback;
- (ii) report to the Completion Steering Committee on matters relating to completion and handover of the Project Works; and
- (iii) such other roles and functions as may be agreed by the parties.
- (d) The Completion Working Group must meet:
 - (i) at least once each month; and
 - (ii) at such other times as the parties may agree,
 until the achievement of Completion of the last Portion.

14.25 Legal effect of meetings

- (a) Subject to clause 14.25(b), the Management Review Group, the Completion Steering Committee and the Completion Working Group are consultative and advisory only and nothing which occurs during or as part of the process of a meeting, no resolution or communication at any meeting (nor minutes recording any resolution or communication) of any such group will:
 - (i) limit or otherwise affect the rights or obligations of either party under this Contract, any Approved Subcontract or otherwise according to Law;
 - (ii) entitle a party to make any Claim against the other;
 - (iii) relieve a party from, or alter or affect, a party's liabilities or responsibilities whether under this Contract or otherwise according to law;
 - (iv) prejudice a party's rights against the other whether under this Contract or otherwise according to law; or
 - (v) be construed as or amount to a direction by the Principal or the Principal's Representative unless and until a separate direction is given to the SSJ Contractor in writing by the Principal's Representative.
- (b) A determination of the Management Review Group made in accordance with clause 14.21(d) will be binding on the parties.

14.26 Quarterly whole of project reviews

- (a) In each quarter in a calendar year at any time prior to the expiry of the final Defects Correction Period, the Principal may require that the SSJ Contractor attend and participate in one or more meetings with the Principal and its other contractors for Sydney Metro City & Southwest.

- (b) The purpose of the meetings in clause 14.26(a) is for the Principal, the SSJ Contractor and the Principal's other contractors to work together in good faith on a co-operative and collaborative basis to identify and consider:
 - (i) issues and potential issues that have, or which may have, an adverse impact upon the successful delivery of Sydney Metro City & Southwest or any part of Sydney Metro City & Southwest;
 - (ii) solutions to such issues or potential issues which may mitigate, remedy or avoid any adverse impact upon the successful delivery of Sydney Metro City & Southwest or any part of Sydney Metro City & Southwest;
 - (iii) improvements that can be implemented to save time, reduce cost or improve the quality of Sydney Metro City & Southwest or any part of Sydney Metro City & Southwest;
 - (iv) the manner in which any such solutions and improvements can be implemented; and
 - (v) any other matters that the Principal may require.
- (c) If the Principal requires the SSJ Contractor to attend and participate in any meeting contemplated by clause 14.26(a), the Principal's Representative must provide the SSJ Contractor with at least 10 Business Days prior written notice of any such meeting.
- (d) If the Principal's Representative provides the SSJ Contractor with a notice under clause 14.26(b), the SSJ Contractor must ensure that the following personnel attend and participate in the meeting:
 - (i) the SSJ Contractor's Representative;
 - (ii) representatives of any of the SSJ Contractor's Subcontractors which the Principal's Representative reasonably requires; and
 any other person the Principal's Representative reasonably requires.

14.27 **Independent Property Impact Assessment Panel**

- (a) The SSJ Contractor acknowledges that the Principal has established an Independent Property Impact Assessment Panel for the Project in accordance with the requirements of the Planning Approval.
- (b) The SSJ Contractor must (at its cost):
 - (i) cooperate with the Independent Property Impact Assessment Panel and provide the Independent Property Impact Assessment Panel with any assistance, information or documentation that the Independent Property Impact Assessment Panel may reasonably require in order to carry out its functions;
 - (ii) permit the Independent Property Impact Assessment Panel to access the Construction Site and inspect the SSJ Contractor's Activities provided that the SSJ Contractor is given reasonable prior written notice and the members of the Independent Property Impact Assessment Panel comply with the SSJ Contractor's reasonable work health and safety procedures; and

- (iii) attend any meeting of the Independent Property Impact Assessment Panel that it is requested to attend by the Principal's Representative or the chairperson of the Independent Property Impact Assessment Panel provided that the SSJ Contractor is given reasonable prior written notice of any such meeting.

15. **TIME AND PROGRESS**

15.1 **Rate of Progress**

- (a) The SSJ Contractor must:
 - (i) start to perform its obligations under this Contract from the date of this Contract;
 - (ii) regularly and diligently progress the SSJ Contractor's Activities in accordance with this Contract to ensure that:
 - (A) Construction Completion of each Portion is achieved by the relevant Date for Construction Completion for the Portion; and
 - (B) Completion of each Portion is achieved by the relevant Date for Completion for the Portion.
- (b) Without limiting its rights under the SOP Act, the SSJ Contractor must not suspend the progress of the whole or any part of the SSJ Contractor's Activities except where directed by a court or by the Principal's Representative under clauses 7.6(a)(vi) or 15.13.
- (c) Without limiting clauses 15.1(d), 15.1(k) or clause 15.15, the SSJ Contractor must give the Principal's Representative reasonable advance notice of any information, documents or directions required by the SSJ Contractor to carry out the SSJ Contractor's Activities in accordance with this Contract.
- (d) The Principal and the Principal's Representative will not be obliged to furnish information, documents or directions earlier than the Principal or the Principal's Representative, as the case may be, should reasonably have anticipated at the date of this Contract.
- (e) The Principal's Representative may, by written notice expressly stated to be pursuant to this clause 15.1, direct in what order and at what time the various stages or parts of the SSJ Contractor's Activities must be performed.
- (f) If, in relation to a direction under clause 15.1(e):
 - (i) the SSJ Contractor can reasonably comply with the direction, the SSJ Contractor must do so; or
 - (ii) the SSJ Contractor cannot reasonably comply with the direction, the SSJ Contractor must notify the Principal's Representative in writing, giving reasons.

- (g) For the avoidance of doubt, no direction by the Principal's Representative will constitute a direction under clause 15.1(e) unless the direction is in writing and expressly states that it is a direction under clause 15.1(e).
- (h) If the SSJ Contractor considers that compliance with a written direction expressly stated to be pursuant to this clause 15.1 will or is likely to require the SSJ Contractor to undertake more or less Reimbursable Work, Design Work or Preliminaries than otherwise would have been incurred, the SSJ Contractor must, as a condition precedent to any entitlement to make a Claim promptly, and within 5 Business Days after first receipt of such direction and in any event before following the written direction, notify the Principal's Representative of such.
- (i) The SSJ Contractor will have no Claim against the Principal in relation to a written direction under this clause 15.1 if it does not comply with clause 15.1(h).
- (j) If the SSJ Contractor has complied with the conditions in clause 15.1(h), the difference will be dealt with as if it was a Change except:
 - (i) the SSJ Contractor will have no entitlement to Claim an extension of time under clause 15.8 in respect of the direction; and
 - (ii) the SSJ Contractor will have no entitlement to a Change where the direction was necessary because of, or arose out of or in any way in connection with, a failure by the SSJ Contractor to comply with its obligations under this Contract.
- (k) The SSJ 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 15.1.

15.2 SSJ Contractor's Programming Obligations

The SSJ Contractor must:

- (a) prepare and provide a SSJ Contractor's Program that complies with and includes the details required by this Contract and any requirements of the Principal's Representative, which SSJ Contractor's Program will be reviewed under clause 14.11;
- (b) submit the SSJ Contractor's Program to the Principal's Representative for its review in accordance with clause 15.2(a) within the earlier of:
 - (i) 20 Business Days of the date of this Contract; or
 - (ii) any time required by the MRs;
- (c) when directed to do so by the Principal's Representative, prepare and submit to the Principal's Representative specific detailed programs and schedules for the SSJ Contractor's Activities within 5 Business Days of receipt of such a direction;
- (d) update, revise and submit to the Principal's Representative an updated SSJ Contractor's Program:
 - (i) to allow for delays to non-critical activities, extensions of time granted by the Principal's Representative to any Date for Construction Completion, the actual progress made by the SSJ Contractor, Changes and any other changes to the SSJ Contractor's Activities but excluding claims for

extensions of time to any Date for Construction Completion which have been submitted by the SSJ Contractor to the extent that they have not been granted by the Principal's Representative;

- (ii) to take account of any Recovery Plan submitted by the SSJ Contractor; and
- (iii) on a monthly basis or whenever directed to do so by the Principal's Representative;
- (e) prepare and provide for the Principal's Representative's information only, versions of all SSJ Contractor's Programs prepared in accordance with clause 15.2(d) that also allow for those claims for an extension of time to any Date for Construction Completion that have been made by the SSJ Contractor in accordance with clause 15.8 but to which the Principal's Representative has not yet responded in accordance with clause 15.10;
- (f) comply with the requirements of the Principal's Representative and its other obligations under this Contract in preparing and using programs, including the requirements in clause 14.11; and
- (g) not depart without reasonable cause from the current version of the SSJ Contractor's Program that has been submitted to the Principal's Representative for review under clause 15.2(a) and not been rejected by the Principal's Representative within 15 Business Days.

15.3 **SSJ Contractor not Relieved**

Without limiting clauses 14.11 and 15.2, 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 SSJ Contractor's Program) prepared by the SSJ Contractor, by the Principal's Representative in connection with the program, will:

- (a) relieve the SSJ Contractor from or alter its liabilities or obligations under this Contract, including the obligation under clause 15.1;
- (b) evidence or constitute notification of a delay or the claiming of or the granting of an extension of time to any Date for Construction Completion or a direction by the Principal's Representative to compress, disrupt, prolong or vary any, or all, of the SSJ Contractor's Activities; or
- (c) affect the time for the performance of the Principal's or the Principal's Representative's obligations under this Contract, including obliging the Principal or the Principal's Representative to do anything earlier than is necessary to enable the SSJ Contractor to achieve Construction Completion of a Portion by the Date for Construction Completion of the Portion or Completion of a Portion by the Date for Completion of the Portion.

15.4 **Importance of Completion on Time**

The SSJ Contractor acknowledges:

- (a) the importance of complying with its obligations under clause 15.1 to enable the Operator, or any other party elected by the Principal, to carry out the work required under its contract with the Principal in order that operations of Sydney Metro City & Southwest may commence, including so as to allow the Principal to pursue improved public transport in Sydney;

(b) that a Date for Construction Completion of any Portion will only be extended in accordance with clause 15.10 or clause 15.12, or when so determined under clause 20; and

(c) that a Date for Completion of any Portion will not be extended for any reason.

15.5 Notice of Delay

(a) Except as expressly provided for in clause 15.10, the SSJ Contractor accepts the risk of all delays in, and disruption to, the carrying out of the SSJ Contractor's Activities and performance of its obligations under this Contract both before and after any Date for Construction Completion or any Date for Completion (as applicable).

(b) The SSJ Contractor must:

(i) within 10 Business Days after the SSJ Contractor first becoming aware (or when it ought reasonably to have first become aware) of the commencement of any delay, give the Principal's Representative written notice of:

(A) any delay to the carrying out of the SSJ Contractor's Activities;

(B) details of the cause;

(C) how any Date of Construction Completion or Date of Completion (as applicable) is likely to be affected (if at all); and

(ii) as soon as reasonably practicable, give the Principal's Representative the SSJ Contractor's Recovery Plan for recovery of the delay in accordance with clause 15.6.

(c) If the Principal reasonably believes that the SSJ Contractor will be, or has been, delayed in achieving Construction Completion by the Date for Construction Completion or Completion by the Date for Completion, then the Principal may give notice to that effect to the SSJ Contractor, and the SSJ Contractor must as soon as reasonably practicable give the Principal the SSJ Contractor's Recovery Plan for recovery of the delay in accordance with clause 15.6.

15.6 Recovery Plan

(a) Each Recovery Plan which the SSJ Contractor must provide pursuant to clause 15.5 must:

(i) describe the actions and measures which the SSJ Contractor will diligently pursue to remedy or mitigate all delay and to ensure the SSJ Contractor achieves Construction Completion by the Date for Construction Completion or Completion by the Date for Completion; or

(ii) contain a proposed updated SSJ Contractor's Program.

(b) Each Recovery Plan will be reviewed by:

(i) the Principal's Representative under clause 14.11; and

(ii) the Completion Working Group under clause 14.24.

- (c) The SSJ Contractor must implement and comply with its Recovery Plan subject to any comments on that plan provided by the Completion Working Group under clause 14.24 and compliance with the review procedures under clause 14.11.
- (d) The SSJ Contractor will not be relieved of any liability or responsibility under this Contract or otherwise at law arising out of or in connection with:
 - (i) any comments given by the Completion Working Group or the Principal's Representative on review of the Recovery Plan; or
 - (ii) the implementation of any Recovery Plan in respect of which the Completion Working Group or the Principal's Representative has or has not given comments.
- (e) The SSJ Contractor may not make any Claim against the Principal arising out of or in connection with any comments by the Completion Working Group or the Principal's Representative on review of the Recovery Plan or any Loss suffered or incurred by the SSJ Contractor in preparing, or complying with, a Recovery Plan.

15.7 Entitlement to Claim Extension of Time

- (a) If the SSJ Contractor is, or will be, delayed on or prior to the Date for Construction Completion of a Portion, by reason of an Extension Event in a manner that will delay it from achieving Construction Completion of a Portion by the Date for Construction Completion of the Portion, the SSJ Contractor may claim an extension of time to the relevant Date for Construction Completion.
- (b) If the SSJ Contractor is, or will be, delayed after the Date for Construction Completion of a Portion, by reason of Extension Events (a), (b), (c), (i), (m) or (n) in a manner which will delay it in achieving Construction Completion of a Portion, the SSJ Contractor may claim an extension of time to the relevant Date for Construction Completion.

15.8 Claim for Extension of Time

- (a) To claim an extension of time the SSJ Contractor must:
 - (i) within 10 Business Days after first becoming aware (or when it ought reasonably to have first become aware) of the commencement of the delay, submit a written notice of its intention to claim for an extension to the Date for Construction Completion of the Portion, which:
 - (A) gives details of the delay and the occurrence causing the delay; and
 - (B) states the number of days for which the extension of time is to be claimed;
 - (ii) within 10 Business Days after the SSJ Contractor's notice issued under clause 15.8(a)(i), submit a written claim to the Principal's Representative for an extension to the Date for Construction Completion of the Portion, which:
 - (A) gives detailed particulars of the delay and the occurrence causing the delay; and
 - (B) states the number of days for which the extension of time is claimed together with the basis of calculating that period, including evidence that:

- (aa) the delay involves an activity which is critical to the maintenance of progress in the execution of the SSJ Contractor's Activities and which will delay it in achieving Construction Completion of the Portion in the manner described in clause 15.9(a)(iii); and
 - (bb) the conditions precedent to an extension of time in clause 15.9 have been met; and
- (iii) if the effects of the delay continue after the date of the claim under clause 15.8(a)(ii) and the SSJ Contractor wishes to claim an extension of time in respect of the further delay, submit a further written claim to the Principal's Representative:
 - (A) every 10 Business Days after the first written claim made under clause 15.8(a)(ii) (or such other period as notified by the Principal's Representative in writing), until 5 Business Days after the end of the effects of the delay; and
 - (B) containing the information required by paragraph 15.8(a)(ii) (except to the extent otherwise directed by the Principal's Representative).
- (b) The Principal's Representative may, within 10 Business Days after receiving the SSJ Contractor's claim or further claim for an extension of time for Construction Completion, by written notice to the SSJ Contractor, request additional information in relation to the claim or further claim.
- (c) The SSJ Contractor must, within 10 Business Days after receiving a notice under clause 15.8(b), provide the Principal's Representative with the information requested.

15.9 **Conditions Precedent to Extension of Time**

- (a) Subject to clause 15.14(h), it is a condition precedent to the SSJ Contractor's entitlement to an extension of time that:
 - (i) the SSJ Contractor gives the notices and claims required by clauses 15.5(b) and 15.8(a) as required by those clauses in relation to the Extension Event;
 - (ii) the cause of the delay is beyond the reasonable control of the SSJ Contractor; and
 - (iii) the SSJ Contractor is actually, or will be, delayed in achieving Construction Completion:
 - (A) on or prior to the Date for Construction Completion of a Portion, by reason of one or more Extension Events in the manner described in clause 15.7(a); or
 - (B) after the Date for Construction Completion of a Portion, by reason of an act or omission of the Principal and the Principal's Representative (including any breach of contract or Change directed by the Principal's Representative) but excluding any act or omission of the Principal or the Principal's Representative authorised or permitted by the Contract in the manner described in clause 15.7(b).

- (b) If the SSJ Contractor fails to comply with the conditions precedent in clause 15.9(a):
 - (i) the Principal will not be liable upon any Claim by the SSJ Contractor; and
 - (ii) the SSJ 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.

15.10 Extension of Time

- (a) Subject to clauses 15.11 and 15.14, if the conditions precedent in clause 15.9(a) have been satisfied, the Principal's Representative must extend the Date for Construction Completion of a Portion by a reasonable period, such period to be stated by the Principal's Representative, and notified to the Principal and the SSJ Contractor within 15 Business Days after:
 - (i) the latest of the:
 - (A) SSJ Contractor's written claim under clause 15.8(a)(ii) or the final notice under clause 15.8(a)(iii) (if relevant), whichever is the later; and
 - (B) provision by the SSJ Contractor of any additional information regarding the claim required under clause 15.8; and
 - (C) date of the meeting of the Management Review Group at which the SSJ Contractor's written claim was considered by the Management Review Group; or
 - (ii) where the Principal's Representative has given the SSJ Contractor a direction to compress under clause 15.14 and subsequently issues a notice under clause 15.14 withdrawing the direction to compress given under clause 15.14, the date of issue of the notice withdrawing the compression.
- (b) A failure of the Principal's Representative to grant a reasonable extension of time to the Date for Construction Completion or to grant an extension of time to the Date for Construction Completion within the relevant 15 Business Day period will not cause an affected Date for Construction Completion to be set at large, but nothing in this clause 15.10 will prejudice any right of the SSJ Contractor to damages.
- (c) The parties agree that if the Management Review Group determines the SSJ Contractor's claim in accordance with clauses 14.21(c) and (d), the Principal's Representative will extend the Date for Construction Completion of a Portion as determined by the Management Review Group.

15.11 Reduction in Extension of Time

In respect of each claim for an extension of time under clause 15.8(a), the SSJ Contractor's entitlement to an extension of time will be reduced by the extent to which the SSJ Contractor:

- (a) could have lessened or avoided the delay if it had taken all reasonable steps both to preclude the cause of the delay and to avoid or minimise the consequences of

the delay, including the expenditure of reasonable sums of money and taking reasonable steps to accommodate or re-schedule within the SSJ Contractor's Program the cause of delay and the SSJ Contractor's Activities affected by the delay; or

- (b) contributed to the delay.

15.12 Unilateral Extensions

- (a) 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 SSJ Contractor and the Principal, unilaterally extend the Date for Construction Completion of a Portion by any period specified in a notice to the SSJ Contractor and the Principal. The power to extend the Date for Construction Completion of a Portion under clause 15.12:
 - (i) may be exercised whether or not the SSJ Contractor has made, or is entitled to make, a claim for an extension of time to any relevant Date for Construction Completion, or is entitled to be, or has been, granted an extension of time to any relevant Date for Construction Completion, under clause 15.8;
 - (ii) subject to clause 15.12(a)(iii), may only be exercised by the Principal's Representative and the Principal's Representative is not required to exercise its discretion under this clause 15.12(a) for the benefit of the SSJ Contractor;
 - (iii) without limiting clause 14.1(a), may be exercised or not exercised (as the case may be) by the Principal's Representative in accordance with the directions of the Principal; and
 - (iv) is not a direction which can be the subject of a Dispute pursuant to clause 20 or in any other way opened up or reviewed by any other person (including the IDAR Panel or any arbitrator or court).
- (b) If the Principal's Representative gives the SSJ Contractor a direction to compress under clause 15.14 and the direction only applies to part of the delay, the SSJ Contractor's entitlement to any extension of time which it otherwise would have had if that direction had not been given will be reduced to the extent that the direction to compress requires the SSJ Contractor to compress to overcome the delay.

15.13 Suspension

- (a) The Principal's Representative may direct the SSJ Contractor to suspend and, after a suspension has been directed, to re-commence, the carrying out of all or a part of the SSJ Contractor's Activities.
- (b) If the suspension under this clause 15.13 arises in the circumstance set out in clause 3.5(g) then clauses 3.5(g) and 3.5(i) will apply, otherwise where it arises as a result of:
 - (i) the SSJ Contractor's failure to carry out its obligations in accordance with this Contract (including under clauses 9.9 or 9.10 or where the SSJ Contractor otherwise fails to comply with its obligations in relation to engineering authorisation or ASA compliance in accordance with this Contract or where any process, procedure, test method, calculation, analysis

or report required by this Contract has resulted in or will result in a non-conformance):

- (A) the Reimbursable Costs will not include the costs incurred as a result of the suspension;
 - (B) there will be no [REDACTED]
[REDACTED]
[REDACTED] as a result of the suspension; and
 - (C) the SSJ 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 SSJ Contractor's failure to perform its obligations in accordance with this Contract:
- (A) a direction to suspend under this clause 15.13 will entitle the SSJ Contractor to an extension of time to any relevant Date for Construction Completion where it is otherwise so entitled under clause 15;
 - (B) to the extent a direction to suspend requires the SSJ Contractor to carry out more Reimbursable Work, Design Work or Preliminaries than the SSJ Contractor would otherwise have done as a result of complying with the direction to suspend, the SSJ Contractor may notify the Principal of its estimate of any [REDACTED]
[REDACTED]
[REDACTED] for complying with the direction, including sufficient information to support the estimate;
 - (C) if a notice is given under clause 15.13(b)(ii)(B), clause 5 will apply in respect of [REDACTED]
[REDACTED]
[REDACTED] (to the extent the Principal does not agree with the SSJ Contractor's estimate under clause 15.13(b)(ii)(B)); and
 - (D) the SSJ 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 15.13(b)(ii).

15.14 Compression

- (a) Subject to clause 15.14(d), if the SSJ Contractor makes a claim under clause 15.8, the Principal's Representative may direct the SSJ Contractor to compress the SSJ 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 Construction Completion of a Portion by its Date for Construction Completion.
- (b) The Principal's Representative will have the right to direct that the SSJ Contractor's Activities be compressed by means of overtime, additional crews, additional shifts, resequencing of the SSJ Contractor's Activities, or otherwise, whether or not the

SSJ Contractor's Activities are progressing without delay or in accordance with the SSJ Contractor's Program.

- (c) Prior to carrying out any compression of the SSJ Contractor's Activities, the SSJ Contractor must provide a plan for such compression, including the methodology required for an effective and economical compression of the SSJ Contractor's Activities and, where the compression is pursuant to a direction under this clause 15.14, an estimate of [REDACTED] [REDACTED] [REDACTED] for complying with the direction, including sufficient information to support the estimate.
- (d) Clause 5 will apply in respect of the [REDACTED] [REDACTED] (to the extent the Principal does not agree with the SSJ Contractor's estimate under clause 15.14(c)).
- (e) Despite clause 15.14(a), the Principal's Representative may give such a direction whether or not the cause of delay for which the SSJ Contractor has made its claim under clause 15.8 entitles the SSJ Contractor to an extension of time to any relevant Date for Construction Completion.
- (f) The Principal's Representative may at any time by notice in writing withdraw any direction given by it under clause 15.14, after which the SSJ 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 SSJ Contractor made a claim under clause 15.8.
- (g) Any extension in accordance with clause 15.14(f) will be determined having regard to the effect which the acceleration of the SSJ Contractor's Activities taken by the SSJ 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 SSJ Contractor under clause 15.8.
- (h) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- (i) The SSJ Contractor will not be entitled to make any Claim, and releases and waives any entitlement it may have to a Claim, against the Principal in respect of any compression of the SSJ Contractor's Activities, except as provided for under this clause 15.14.

15.15 Compression by SSJ Contractor

If the SSJ Contractor chooses to compress the SSJ 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 SSJ Contractor to achieve Construction Completion of a Portion before the Date for Construction Completion of the Portion or Completion of a Portion before the Date for Completion of the Portion;

- (b) the time for carrying out the obligations of the Principal or the Principal's Representative will not be affected; and
- (c) the SSJ Contractor does so at its own cost and risk.

15.16 **Milestones**

The SSJ Contractor must use its best endeavours to achieve each Milestone by the Original Milestone Date.

16. **PAYMENT**

16.1 **Principal's payment obligation for design and construction**

- (a) Subject to clause 16.3(b) and to any other right to set-off that the Principal may have, the Principal will pay the SSJ Contractor in progressive payments as follows:
 - (i) monthly instalments of the Reimbursable Costs, relating to the Reimbursable Work which has been carried out in the relevant month, including the applicable Self-Performed Margin (distinguishing Reimbursable Costs relating to Provisional Sum Work and all amounts claimed for the BL Investigation Works); and
 - (ii) the:
 - (A) Design Fee (Delivery Phase) relating to the Design Work which has been carried out in the relevant month, will be paid monthly;
 - (B) Design Fee (Signalling) will be paid monthly;
 - (C) Design Fee (Target Cost Development Phase) will be paid in monthly instalments in accordance with the provisions of Schedule F1;
 - (D) Preliminaries Fee will be paid in monthly instalments in accordance with the provisions of Schedule F1;
 - (E) Management Fee will be paid in monthly instalments in accordance with the provisions of Schedule F1;
 - (F) Management Fee (Provisional Sums) will be paid monthly;
 - (G) Target Cost Development Phase Site Investigations Fee will be paid in monthly instalments in accordance with the provisions of Schedule F1;
 - (H) KPI Incentive (if any) under Schedule F6 will be paid in monthly instalments in accordance with the provisions of Schedule F6;
 - (I) Cost Incentive (if any) under clause 16.11(a) can only be claimed with the Payment Claim made under clause 16.11; and
 - (J) Early Completion Payment (if any) under Schedule A2 can only be claimed with the Payment Claim made under clause 16.11.

- (b) Schedules F1 and F6 may set out (among other things):
 - (i) those parts of the SSJ Contractor's Activities which must be completed before the SSJ Contractor may claim a progressive payment with respect to that part;
 - (ii) the payment the SSJ Contractor may claim for each progressive payment;
 - (iii) any limitations or other constraints on the SSJ Contractor's ability to make claims for payment; and
 - (iv) the restrictions (if any) on the timing and sequencing of the SSJ Contractor's Activities with which the SSJ Contractor must comply.
- (c) Clause 16.2(k) sets out further payment constraints that are to apply.

16.2 **Payment Claims**

- (a) The SSJ Contractor must give the Principal's Representative a claim for payment on account of all amounts then payable by the Principal to the SSJ Contractor under the Contract (**Payment Claim**) on the following dates:
 - (i) on the twenty-fifth day of each month (or if this day is not a Business Day, the next Business Day after this day); and
 - (ii) 30 Business Days after:
 - (A) the issue of a Notice of Completion for the last Portion to reach Completion; and
 - (B) the expiry of the final Defects Correction Period.
- (b) For each claim made under clause 16.2(a) the SSJ Contractor must:
 - (i) give the Principal's Representative:
 - (A) a claim in a format required by the Principal's Representative (including electronic format) showing the amount the SSJ Contractor claims on account of:
 - (aa) the Reimbursable Costs (distinguishing Reimbursable Costs relating to Provisional Sum Work and all amounts claimed for the BL Investigation Works) payable to:
 - (a) Subcontractors; and
 - (b) the SSJ Contractor;
 - (bb) the Design Fee payable to:
 - (a) Designers; and
 - (b) the SSJ Contractor;
 - (cc) the Design Fee (Signalling)
 - (dd) the Preliminaries Fee;

- (ee) the Management Fee;
 - (ff) the Management Fee (Provisional Sums);
 - (gg) the Target Cost Development Phase Site Investigations Fee;
 - (hh) the KPI Incentive (if any);
 - (ii) the Cost Incentive (if any);
 - (jj) the Early Completion Payment (if any); and
 - (kk) other amounts payable under the Contract by the Principal to the SSJ Contractor; and
- (B) where the Principal has given notice under clause 16.15(g)(iv), a valid tax invoice for any taxable supplies to which the payment relates; and
- (ii) in the case of the payment claims issued after:
- (A) the issue of a Notice of Completion for the last Portion to reach Completion; and
 - (B) the expiration of the final Defects Correction Period,
- comply with clause 16.2(m).
- (c) Each claim for payment must set out or attach (to a standard directed by the Principal from time to time) sufficient details, calculations, supporting documentation and any other information required by the Principal in respect of all amounts claimed by the SSJ Contractor:
- (i) to enable the Principal's Representative to fully and accurately determine (without needing to refer to any other documentation or information) the amounts then payable by the Principal to the SSJ Contractor under the Contract and by the SSJ Contractor to the Principal; and
 - (ii) including any such documentation or information which the Principal's Representative may by written notice from time to time require the SSJ Contractor to set out or attach, whether in relation to a specific payment or not.
- (d) The Principal's Representative must, on behalf of the Principal, within 10 Business Days of receipt of the SSJ Contractor's claim under clause 16.2(a), issue to the SSJ Contractor and the Principal, a payment schedule stating the amount (if any) which the Principal's Representative believes to be then payable by the Principal to the SSJ Contractor under this Contract and which the Principal proposes to pay to the SSJ Contractor or the amount which the Principal's Representative believes to be then payable by the SSJ Contractor to the Principal, including details of the calculation of the progress amount.
- (e) In issuing a payment schedule the Principal's Representative:
- (i) may deduct from the amount which would otherwise be payable to the SSJ Contractor any amount which the Principal is entitled to retain, deduct,

withhold or set-off under this Contract, including any amount which the Principal is entitled to set-off or withhold under clause 16.8; and

- (ii) must if the payment schedule shows an amount less than the amount claimed by the SSJ Contractor in the progress claim, set out in the payment schedule why the amount is less and if the reason for the difference is that the Principal has retained, deducted withheld or set-off payment for any reason, the reason for the retention, deduction, withholding or setting-off of payment.
- (f) If the SSJ Contractor does not give the Principal's Representative a progress claim at a time required by clause 16.2(a), the Principal's Representative may nevertheless (but is not obliged to) issue a payment schedule as if a progress claim was made at the time required.
- (g) A payment schedule issued under clause 16.2(d) or 16.2(f) will separately identify the sum of the amounts due on account of the:
 - (i) the Reimbursable Costs (distinguishing Reimbursable Costs relating to Provisional Sum Work) payable to:
 - (A) Subcontractors; and
 - (B) the SSJ Contractor;
 - (ii) the Design Fee payable to:
 - (A) Designers; and
 - (B) the SSJ Contractor;
 - (iii) the Design Fee (Signalling);
 - (iv) the Preliminaries Fee;
 - (v) the Management Fee;
 - (vi) the Management Fee (Provisional Sums);
 - (vii) the Target Cost Development Phase Site Investigations Fee;
 - (viii) the KPI Incentive (if any);
 - (ix) the Cost Incentive (if any);
 - (x) the Early Completion Payment (if any); and
 - (xi) other amounts payable under the Contract by the Principal to the SSJ Contractor.
- (h) Where the Principal has given notice under clause 16.15(g)(iv), if the amount set out in a payment schedule issued under clause 16.2(d) is different to the amount in the SSJ Contractor's progress claim or if the Principal's Representative issues a payment schedule under clause 16.2(f), the SSJ Contractor must, within 2 Business Days of receiving the payment schedule, issue a revised tax invoice or adjustment note (as the case may be) to the Principal to reflect the amount in the payment schedule.

- (i) Within 15 Business Days of the date of the SSJ Contractor's progress claim in accordance with clause 16.2(a) or within 5 Business Days of the issue of a payment schedule in accordance with clause 16.2(f):
 - (i) where the payment schedule provides that an amount is payable by the Principal to the SSJ Contractor, but subject to clauses 16.6, 16.7, 16.8 and 20.12 and Schedules F2 and F6, the Principal must pay the SSJ Contractor the progress payment due to the SSJ Contractor as certified in the payment schedule; and
 - (ii) where the payment schedule provides that an amount is payable by the SSJ Contractor to the Principal, the SSJ Contractor must pay the Principal the amount due to the Principal as certified in the payment schedule.
- (j) If the SSJ Contractor lodges a progress claim earlier than at the times specified under clause 16.2(a), the Principal's Representative will not be obliged to issue the payment schedule in respect of that progress claim earlier than it would have been obliged had the SSJ Contractor submitted the progress claim in accordance with this Contract.
- (k) Despite any other provisions of this Contract to the contrary, the amount of any progress claim to which the SSJ Contractor is entitled in relation to this Contract and the amount to be allowed by the Principal's Representative in any payment schedule issued under clause 16.2(d) as the amount payable to the SSJ Contractor arising out of or in any way in connection with this Contract will:
 - (i) not include the following amounts:
 - (A) any amount which this Contract provides cannot be claimed or is not payable because of the failure by the SSJ Contractor to take any action (including to give any notice to the Principal or the Principal's Representative);
 - (B) any amount which represents unliquidated damages claimed against the Principal (whether for breach of contract, in tort or otherwise);
 - (C) any amount which this Contract provides is not payable until certain events have occurred or conditions have been satisfied, to the extent those events have not occurred or those conditions have not been satisfied (including any events identified in the Schedules F2 and F6);
 - (D) any amount in respect of which the obligation of the Principal to make payment has been suspended under this Contract;
 - (E) any amount in respect of which the SSJ Contractor has failed to provide supporting information as required by this Contract; or
 - (F) any amount for work which is not in accordance with this Contract;
 - (ii) deduct the following amounts:
 - (A) any amounts which have become due from the SSJ Contractor to the Principal under this Contract; and
 - (B) any amounts which the Principal is entitled under this Contract to retain, deduct, withhold or set-off against the progress claim, including under clauses 16.5, 16.6 or 16.9;

- (iii) in determining amounts to be excluded or deducted under clauses 16.2(k)(i) and 16.2(k)(ii), have regard to matters or circumstances occurring at any time before the date that the determination is being made; and
 - (iv) be determined having regard to the amounts payable in accordance with Schedule F1.
- (l) Failure by the Principal's Representative to set out in a payment schedule an amount which the Principal is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to the SSJ Contractor by the Principal will not prejudice the Principal's right to subsequently exercise its right to retain, deduct, withhold or set-off any amount under this Contract.
- (m) The SSJ Contractor must include in the payment claim lodged by it after:
- (i) the issue of a Notice of Completion for the last Portion to reach Completion; and
 - (ii) the expiration of the final Defects Correction Period,
- all Claims (excluding third party claims for death, injury or property damage of which the SSJ Contractor is unaware (and ought not reasonably to have been aware)) that the SSJ 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 SSJ Contractor's Activities, the Project Works or this Contract which occurred:
- (iii) in the case of the payment claim referred to in clause 16.2(m)(i), prior to the date of that payment claim; and
 - (iv) in the case of the payment claim referred to in clause 16.2(m)(ii), in the period between the date of the payment claim referred to in clause 16.2(m)(i) and the date of the payment claim.
- (n) The SSJ 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 SSJ Contractor's Activities, the Project Works or this Contract that occurred prior to the date of submission of the relevant payment claim referred to in clauses 16.2(m)(i) or 16.2(m)(ii), except for any claim which:
- (i) has been included in the relevant payment claim which is given to the Principal's Representative within the time required by, and in accordance with, clause 16.2(a); and
 - (ii) has not been barred under another provision of this Contract.
- (o) Where any part of a payment to be made by the Principal to the SSJ Contractor is in respect of work carried out by a Subcontractor, the Principal will pay that part of the payment into the Project Bank Account.
- (p) The SSJ Contractor may only make withdrawals from the Project Bank Account to pay the relevant Subcontractor for work carried out by that Subcontractor that forms part of the relevant Payment Claim.
- (q) Interest on amounts standing to the credit of the Project Bank Account will accrue for the benefit of the Principal.

16.3 Effect of payment schedules and payments

- (a) Neither the issue of a payment schedule under clause 16.2(d), nor the making of any payment pursuant to any such payment schedule, will:
- (i) constitute the approval of any work or other matter or prejudice any Claim by the Principal or the Principal's Representative;
 - (ii) constitute evidence of the value of any work or an admission of liability or evidence that work has been executed or completed in accordance with this Contract; or
 - (iii) prejudice the right of either party to dispute under clause 20 whether any amount certified as payable in a payment schedule is the amount properly due and payable (and on determination, whether under clause 20 or as otherwise agreed, of the amount properly due and payable, the Principal or the SSJ Contractor, as the case may be, will be liable to pay the difference between the amount of such payment and the amount which is properly due and payable),
- and any payments made pursuant to a payment schedule are payments on account only.
- (b) The Principal's Representative may at any time correct, modify or amend any payment schedule.

16.4 Provision of documentation and other requirements

- (a) The Principal is not obliged to pay the SSJ Contractor any more than [REDACTED] of the amount that the Principal's Representative would otherwise have set out in any payment schedule unless the SSJ Contractor has:
- (i) provided the deeds poll required by clause 1.5;
 - (ii) provided the Principal with the unconditional undertakings and the Parent Company Guarantee (if any) required under clause 6;
 - (iii) provided the Principal's Representative with:
 - (A) a statutory declaration by the SSJ Contractor, or where the SSJ Contractor is a corporation, by a representative of the SSJ Contractor who is in a position to know the facts attested to, in the form of Schedule B5, made out not earlier than the date of the payment claim;
 - (B) where clause 16.7(q) applies, the statement and the evidence (if any) required to be provided by the SSJ Contractor pursuant to that clause;
 - (C) the Asset Management Information and evidence of compliance with the reporting requirements of section 5 of MR-W and the sustainability reporting requirements under section 9 of MR-SY; and
 - (iv) where the Principal has given notice under clause 16.15(g)(iv), provided the Principal's Representative with a tax invoice, revised tax invoice or adjustment note (as applicable) as required under clause 16.2(b)(i)(B) and clause 16.2(h);

- (v) in relation to any unfixed plant and materials which the SSJ Contractor proposes to claim in a Payment Claim, provided the evidence and documents required by, and otherwise satisfied the requirements of, clause 16.6;
 - (vi) demonstrated to the Principal's Representative that it has effected and is maintaining, or has procured to be effected the insurances required to be effected by the SSJ Contractor under clause 18 and (if requested) provided supporting evidence of this to the Principal's Representative;
 - (vii) provided such evidence as the Principal's Representative may require that this Contract has been properly executed by or on behalf of the SSJ Contractor and that the SSJ Contractor is bound under this Contract;
 - (viii) subject to clauses 16.4(c), 16.4(d) and 16.4(e), in relation to each tenderer approved by the Principal's Representative pursuant to clause 12.7(a), evidence to the satisfaction of the Principal's Representative of the SSJ Contractor's compliance with clause 12.7 (including the provision of each of the agreements referred to in clause 12.7(a) having been duly stamped (if required by Law)); and
 - (ix) done everything else that it is required to do under this Contract before being entitled to make a payment claim or receive payment.
- (b) The Principal is not obliged to pay the SSJ Contractor any more than [REDACTED] of the amount that the Principal's Representative would otherwise have set out in any payment statement unless the SSJ Contractor has provided the updated SSJ Contractor's Program required by clause 15.2.
 - (c) In relation to the SSJ Contractor's first Payment Claim, to satisfy the evidentiary requirements of clause 16.4(a)(v), the SSJ Contractor must provide evidence of each tenderer engaged pursuant to clause 12.7(a) since the date of this Contract and the date of the first Payment Claim.
 - (d) In relation to the second Payment Claim, to satisfy the evidentiary requirements of clause 16.4(a)(viii), the SSJ Contractor must provide evidence of each tenderer engaged pursuant to clause 12.7(a) since the date of the Payment Claim referred to in clause 16.4(c) and the date of this second Payment Claim.
 - (e) In relation to each subsequent Payment Claim, to satisfy the evidentiary requirements of clause 16.4(a)(vii), the SSJ Contractor must provide evidence of each tenderer engaged pursuant to clause 12.7(a) since the date of the Payment Claim referred to in clause 16.4(d) and the date of that Payment Claim.

16.5 **Payment of Subcontractors, workers compensation and payroll tax**

- (a) If a worker 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 SSJ 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 GST exclusive amount of the order and costs included in the order to the worker or Subcontractor, and the amount paid will be a debt due from the SSJ Contractor to the Principal.
- (b) If the Principal receives notices of:
 - (i) the SSJ Contractor being placed under administration; or

(ii) the making of a winding up order in respect of the SSJ Contractor,

the Principal will not make any payment to a worker or Subcontractor without the concurrence of the administrator, provisional liquidator or liquidator, as the case may be.

- (c) If any moneys are shown as unpaid in the SSJ Contractor's statutory declaration under clause 16.4(a)(iii)(A), the Principal may withhold the moneys so shown until the SSJ Contractor provides evidence to the satisfaction of the Principal's Representative that the moneys have been paid to the relevant persons.
- (d) Nothing in this clause 16.5 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) and section 127(5) of the *Industrial Relations Act* 1996 (NSW).

16.6 Unfixed Plant and Materials

- (a) Subject to clause 16.6(b), the value of unfixed or off-site plant and materials must not be included in a Payment Claim.
- (b) The SSJ Contractor is only entitled to make a claim for payment for plant or materials intended for incorporation in the Project Works but not yet incorporated, and the Principal is only obliged to make payment for such plant or materials in accordance with clauses 16.4(a) and/or 16.4(c) if:
 - (i) the SSJ Contractor provides evidence of;
 - (A) ownership of the plant or materials;
 - (B) identification and labelling of the plant and materials as the property of the Principal; and
 - (C) adequate and secure storage and protection;
 - (ii) security acceptable to the Principal in the form of the unconditional undertaking in Schedule F3 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 SSJ Contractor to the Principal;
 - (iii) the plant and materials are on the Construction Site or are available for immediate delivery to the Construction Site;
 - (iv) the insurance held and the storage arrangements for the unfixed plant and materials are acceptable to the Principal's Representative;
 - (v) the condition of the unfixed plant and materials has been confirmed in an inspection by the Principal's Representative; and
 - (vi) if the PPS Law applies, the SSJ Contractor has registered a Security Interest in the unfixed plant and materials in favour of the Principal in accordance with clause 22.17.
- (c) The only such unfixed plant or materials to be allowed for in a Payment Schedule are those that have become or (on payment) will become the property of the Principal. Upon a payment against a Payment Schedule that includes amounts for

unfixed plant and materials, title to the unfixed plant and materials included will vest in the Principal.

- (d) The security provided in accordance with clause 16.6(b)(ii) will be released once the applicable unfixed plant and materials are incorporated into the Project Works and are fit for their intended purpose.

16.7 **SOP Act**

- (a) Expressions defined or used in the SOP Act have the same meaning for the purposes of this clause (unless the context otherwise requires).
- (b) The SSJ Contractor must ensure that a copy of any written communication it delivers or arranges to deliver to the Principal of whatever nature in relation to the SOP Act, including a payment claim under the SOP Act, is provided to the Principal's Representative at the same time.
- (c) In responding to the SSJ Contractor under the SOP Act, the Principal's Representative also acts as the agent of the Principal.
- (d) If, within the time allowed by the SOP Act for the service of a payment schedule by the Principal, the Principal does not:
 - (i) serve the payment schedule itself; or
 - (ii) notify the SSJ Contractor that the Principal's Representative does not have authority from the Principal to issue the payment schedule on its behalf,then a payment schedule issued by the Principal's Representative under this Contract which relates to the period relevant to the payment schedule will be taken to be the payment schedule for the purpose of the SOP Act (whether or not it is expressly stated to be a payment schedule).
- (e) Without limiting paragraph (c), the Principal authorises the Principal's Representative to issue payment schedules on its behalf (without affecting the Principal's right to issue a payment schedule itself).
- (f) For the purposes of this Contract, the amount of the progress payment to which the SSJ Contractor is entitled under this Contract will be the amount certified by the Principal's Representative in a payment schedule under clause 16.2 less any amount the Principal may elect to retain, deduct, withhold or set off in accordance with this Contract.
- (g) The SSJ Contractor agrees that the date prescribed by clause 16.2(a) as the date on which the SSJ Contractor is entitled to make a progress claim is, for the purposes of the SOP Act (including section 8 of the SOP Act), the reference date.
- (h) Nothing in this Contract will be construed to:
 - (i) make any act or omission of the Principal in contravention of the SOP Act (including failure to pay an amount becoming due under the SOP Act), a breach of this Contract (unless the Principal would have been in breach of this Contract if the SOP Act had no application); or
 - (ii) subject to paragraph (i), give to the SSJ Contractor rights under this Contract which extend or are in addition to rights given to the SSJ

Contractor by the SOP Act in respect of any act or omission of the Principal in contravention of the SOP Act.

- (i) If the SSJ Contractor suspends the whole or part of the SSJ Contractor's Activities pursuant to the SOP Act, except to the extent (if any) expressly provided under the SOP Act and clause 16.7(h), the Principal will not be liable for and the SSJ Contractor is not entitled to Claim any Loss suffered or incurred by the SSJ Contractor as a result of the suspension.
- (j) The SSJ Contractor must indemnify and keep indemnified the Principal against all Loss suffered or incurred by the Principal arising out of:
 - (i) a suspension by a Subcontractor of work which forms part of the SSJ Contractor's Activities pursuant to the SOP Act; or
 - (ii) a failure by the SSJ Contractor to comply with its obligations under paragraph (b).
- (k) The SSJ Contractor agrees that for the purposes of section 17(3) of the SOP Act:
 - (i) it has irrevocably chosen the Resolution Institute as the authorised nominating authority to which any adjudication application under the SOP Act in respect of the SSJ Contractor's Activities is to be made; and
 - (ii) the SSJ Contractor must make any adjudication application under the SOP Act to that authorised nominating authority (unless the Principal in its absolute discretion consents to any alternative nominating authority).
- (l) When an adjudication occurs under the SOP Act, and the Principal has paid an adjudicated amount to the SSJ Contractor:
 - (i) the amount will be taken into account by the Principal's Representative in issuing a payment schedule under clause 16.2(d);
 - (ii) if it is subsequently determined pursuant to this Contract that the SSJ Contractor was not entitled under this Contract to payment of some or all of the adjudicated amount that was paid by the Principal (**overpayment**), the overpayment will be a debt due and payable by the SSJ Contractor to the Principal which the SSJ Contractor must pay to the Principal upon demand and in respect of which the SSJ 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 SSJ Contractor to the Principal upon demand and in respect of which the SSJ Contractor is not entitled to claim or exercise any set-off, counterclaim, deduction or similar right of defence; and
 - (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 schedule.

- (m) Without limiting clause 16.8, the Principal may withhold any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act.
- (n) If the Principal withholds from money otherwise due to the SSJ Contractor any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act, then:
 - (i) the Principal may plead and rely upon Division 2A of the SOP Act as a defence to any claim for the money by the SSJ Contractor from the Principal; and
 - (ii) the period during which the Principal retains money due to the SSJ Contractor pursuant to an obligation under Division 2A of the SOP Act will not be taken into account for the purpose of determining:
 - (A) any period for which money owed by the Principal to the SSJ Contractor has been unpaid; and
 - (B) the date by which payment of money owed by the Principal to the SSJ Contractor must be made.
- (o) The SSJ Contractor agrees not to commence proceedings to recover any amount withheld by the Principal pursuant to a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act.
- (p) Any amount paid by the Principal pursuant to section 26C of the SOP Act will, to the extent not already withheld, deducted or set-off under clause 16.8, be a debt due from the SSJ Contractor to the Principal.
- (q) If the Principal withholds money pursuant to a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act and the SSJ 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 SSJ Contractor must so notify the Principal within 5 Business Days of the occurrence of the event in clause 16.7(n)(i) or 16.7(n)(ii) above (as applicable) by providing to the Principal a statement in writing in the form of a statutory declaration together with such other evidence as the Principal may require evidencing that the amount has been paid or the adjudication application has been withdrawn (as the case may be).

16.8 **Right of set-off**

- (a) The Principal's Representative may (on behalf of the Principal) in any payment schedule issued under clauses 16.2(d) or 16.2(f) withhold, set-off or deduct from the money which would otherwise be certified as payable to the SSJ Contractor or which would otherwise be due to the SSJ Contractor under this Contract:
 - (i) any debt or other moneys due from the SSJ Contractor to the Principal (including any debt due from the SSJ Contractor to the Principal pursuant to

section 26C of the SOP Act or any amount due from the SSJ Contractor to the Principal as determined under clause 20);

- (ii) any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act;
- (iii) any amount received by the SSJ Contractor from the sale of material salvaged from the Construction Site in performing the SSJ Contractor's Activities;
- (iv) any amount that the Principal is entitled to withhold under clause 16.4;
- (v) any amount that the Principal is entitled to withhold under clause 16.12(c);
- (vi) any bona fide claim to money which the Principal may have against the SSJ Contractor whether for damages (including liquidated damages) or otherwise; or
- (vii) any other amount the Principal is entitled to withhold, set-off or deduct under this Contract,

under or arising out of or in connection with this Contract or the SSJ Contractor's Activities and the Principal may make such withholding, set-off or deduction whether or not such amounts were included in a payment schedule issued by the Principal's Representative.

- (b) This clause 16.8 will survive the termination of this Contract.

16.9 **Interest**

- (a) The Principal will pay simple interest at the rate of [REDACTED] above the [REDACTED] on any:
 - (i) amount which has been set out as payable by the Principal's Representative in a payment schedule under clause 16.2(d), but which is not paid by the Principal within the time required by this Contract;
 - (ii) damages; and
 - (iii) amount which is found after the resolution of a Dispute to be payable to the SSJ Contractor, and which has not been paid by the Principal,

from the date such amount was first due and payable until the date such amount is paid.

- (b) This will be the SSJ Contractor's sole entitlement to interest including damages for loss of use of, or the cost of borrowing, money.

16.10 **Title**

Title in all items forming part of the Project Works will pass progressively to the Principal on the earlier of payment for or delivery of such items to the Construction Site. Risk in all such items remains with the SSJ Contractor in accordance with clause 18.

16.11 Incentive Payments

The SSJ Contractor will be entitled to claim the following payments:

- (a) in respect of the Cost Incentive, if the Outturn Cost is less than the Target Cost, an amount which is equal to the Share of Savings, as part of the Payment Claim made under clause 16.2(a)(ii)(A);
- (b) in respect of the KPI Incentive, in accordance with Schedule F6; and
- (c) in respect of the Early Completion Payment, in accordance with Schedule A2.

16.12 Outturn Cost exceeds Target Cost

- (a) If the Outturn Cost is greater than the Target Cost, the Share of Cost Overrun will be a debt due and payable by the SSJ Contractor to the Principal.
- (b) The Share of Cost Overrun is limited to an amount equal to the [REDACTED].
- (c) If the Principal reasonably determines during the carrying out of the SSJ Contractor's Activities that the Outturn Cost will exceed the Target Cost, the Principal may withhold payment of all or part of the Management Fee otherwise due to the SSJ Contractor to meet the Principal's determination of the SSJ Contractor's liability under clause 16.12(a).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16.14 No claim by SSJ Contractor

The Principal will not be liable upon any Claim by the SSJ Contractor arising out of or in connection with any act, omission or breach of contract by the Principal or the Principal's Representative, to the extent that this may have contributed to preventing the SSJ Contractor from maximising the amount it otherwise would have been entitled to under clause 16.11 other than as set out in clause 15.6.

16.15 GST

- (a) Unless otherwise stated, all amounts set out in this Contract are GST exclusive.
- (b) Subject to paragraphs (e) and (f), where any supply occurs under or in connection with the Contract or the Project Works for which GST is not otherwise provided, the party making the supply (**Supplier**) will be entitled to increase the amount payable for the supply by the amount of any applicable GST.

- (c) Reimbursable Costs payable by the SSJ Contractor to Subcontractors will not be reduced for any input tax credits and will be paid in full to the SSJ Contractor. In consideration of this, the SSJ Contractor is not entitled to any additional amount in respect of GST on those Reimbursable Costs.
- (d) Where an amount is payable to the Supplier for a supply under or in connection with the Contract or the Project Works (other than on account of Reimbursable Costs payable by the SSJ Contractor to Subcontractors) which is based on the actual or reasonable costs incurred by the Supplier, the amount payable for the supply will be reduced by the amount of any input tax credits available to the Supplier (or a representative member on the Supplier's behalf) in respect of such costs before being increased for any applicable GST under paragraph (b).
- (e) As a condition precedent to any amount on account of GST being due from the recipient to the Supplier in respect of a taxable supply, the Supplier must provide a tax invoice to the recipient in respect of that supply.
- (f) If the amount paid to the Supplier in respect of the GST (whether because of an adjustment or otherwise):
 - (i) is more than the GST on the supply, then the Supplier will refund the excess to the recipient; or
 - (ii) is less than the GST on the supply, then the recipient will pay the deficiency to the Supplier.
- (g) The parties agree that unless and until otherwise agreed in writing, the following will apply to all taxable supplies made by the SSJ Contractor to the Principal under or in connection with this Contract:
 - (i) the Principal will issue to the SSJ Contractor a recipient created tax invoice ("**RCTI**") for each taxable supply made by the SSJ Contractor to the Principal under this Contract;
 - (ii) the Principal will issue to the SSJ Contractor a recipient created adjustment note for any adjustment event;
 - (iii) the SSJ Contractor will not issue a tax invoice or adjustment note in respect of any taxable supply it makes to the Principal; and
 - (iv) the Principal may notify the SSJ Contractor that it will no longer issue a RCTI or recipient created adjustment note for each taxable supply made by the SSJ Contractor under this Contract, in which case, from that point in time, the Principal will not be required to issue RCTIs and recipient created adjustment notes in respect of such supplies and the SSJ Contractor will be required to issue tax invoices and adjustment notes to the Principal in respect of any such taxable supply.
- (h) Each party acknowledges and warrants that at the time of entering into this Contract it is registered for GST and will notify the other party if it ceases to be registered for GST or ceases to comply with any of the requirements of any taxation ruling issued by a taxation authority relating to the creation of RCTIs.
- (i) In this clause and clause 16.12 :
 - (i) "**GST**" means the tax payable on taxable supplies under the GST Legislation;

- (ii) **"GST Legislation"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax; and
- (iii) terms defined in GST Legislation have the meaning given to them in GST Legislation.

17. CONSTRUCTION COMPLETION AND COMPLETION

17.1 Progressive Inspection and Testing

- (a) At any time prior to Construction Completion of a Portion, the Principal's Representative may direct that any materials or work forming part of the SSJ Contractor's Activities in respect of that Portion be tested. The SSJ Contractor must provide such assistance, documentation, records, personnel (including Subcontractors) and samples and make accessible such parts of the SSJ Contractor's Activities or Project Works as may be required. On completion of any test the SSJ Contractor must make good the SSJ Contractor's Activities or Project Works so that they fully comply with this Contract.
- (b) The Principal's Representative may direct that any part of the SSJ Contractor's Activities or the Project Works must not be covered up or made inaccessible without the Principal's Representative's prior approval.
- (c) The tests prescribed in this Contract must be conducted by the SSJ Contractor as and when provided for in this Contract, or may be conducted by the Principal's Representative or a person (that may include the SSJ Contractor or the Independent Certifier) nominated by the Principal's Representative.
- (d) Any testing required to be done by an independent authority must be carried out by an authority recognised by Joint Accreditation System of Australia and New Zealand (JAS-ANZ) ABN 49 614 982 550 (or their successors or assigns).
- (e) Unless otherwise stated in this Contract before conducting a test under this Contract the Principal's Representative or the SSJ Contractor must give not less than 2 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.
- (f) Without prejudice to any other rights or remedies under this Contract, if the SSJ 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.
- (g) Each party must promptly make the results of tests available to the other and to the Principal's Representative.
- (h) Where the Principal's Representative directs that materials or work be tested, the costs of and incidental to testing will be Reimbursable Costs unless:
 - (i) this Contract provides that the SSJ Contractor must bear the costs or the test is one which the SSJ Contractor was required to conduct other than pursuant to a direction under clause 17.1;
 - (ii) the test shows that the material or work is not in accordance with this Contract;

- (iii) the test is in respect of a part of the SSJ Contractor's Activities or the Project Works covered up or made inaccessible without the Principal's Representative's prior approval where such was required; or
- (iv) the test is consequent upon a failure of the SSJ Contractor to comply with a requirement of this Contract.
- (i) Where the extra costs are not to be borne by the Principal, they will be borne by the SSJ Contractor and will be a debt due from the SSJ Contractor to the Principal and paid by the SSJ Contractor to the Principal on demand.

17.2 Construction Completion

- (a) The SSJ Contractor must, in respect of each Portion, give the Principal's Representative:
 - (i) 6 months;
 - (ii) 3 months;
 - (iii) 1 month; and
 - (iv) 1 week,

written notice of the estimated Date of Construction Completion of the Portion.
- (b) Subject to clause 17.2(g), the Principal's Representative, the SSJ Contractor's Representative and the Independent Certifier must, within 5 Business Days after receipt of the notice referred to in clause 17.2(a)(ii) jointly inspect the SSJ Contractor's Activities at a mutually convenient time.
- (c) Within 2 Business Days after the joint inspection referred to in clause 17.2(b), the Independent Certifier must give the SSJ Contractor and the Principal a notice either:
 - (i) containing a list of items which it believes must be completed before Construction Completion of the Portion is achieved; or
 - (ii) stating that it believes the SSJ Contractor is so far from achieving Construction Completion of the Portion that it is not practicable to issue a list as contemplated in clause 17.2(c)(i).
- (d) When the SSJ Contractor considers it has achieved Construction Completion of the Portion, the SSJ Contractor must notify the Principal's Representative and the Independent Certifier in writing and provide them with an executed certificate in the form of Schedule B4. Thereafter, and subject to clause 17.2(g), the Principal's Representative, the SSJ Contractor's Representative, the Independent Certifier and, in respect of the Sydney Trains Works only the representative of any relevant Authority, must jointly inspect the SSJ Contractor's Activities at a mutually convenient time.
- (e) Following the joint inspection under clause 17.2(d), the Independent Certifier must within 5 Business Days after receipt of a notice under clause 17.2(d), or of receipt of a notice under clause 17.2(f):
 - (i) if Construction Completion of the Portion has been achieved:

- (A) provide to the Principal's Representative and the SSJ Contractor a document signed by the Independent Certifier in the form in Schedule B10; and
 - (B) additionally:
 - (aa) if the relevant Portion includes WAD Project Works, provide to the Principal's Representative and RMS a certificate in the form of Schedule 8 to the WAD with respect to the WAD Project Works; or
 - (bb) if the relevant Portion includes Sydney Trains Project Works, provide to the Principal's Representative, Sydney Trains and RailCorp a notice in accordance with clause 31 of the Sydney Trains Transition Agreement with respect to the Sydney Trains Project Works;
- (ii) if Construction Completion of the Portion has not been achieved, issue a notice to the SSJ Contractor and the Principal in which it states:
 - (A) the items which remain to be completed before Construction Completion of the Portion; or
 - (B) that the SSJ Contractor is so far from achieving Construction Completion of the Portion that it is not practicable to notify the SSJ Contractor of the items which remain to be completed as contemplated by clause 17.2(e)(ii)(A).
- (f) If the Independent Certifier issues a notice under clause 17.2(e)(ii) the SSJ Contractor must proceed with the SSJ Contractor's Activities and thereafter when it considers it has achieved Construction Completion of the Portion it must give the Principal's Representative and the Independent Certifier written notice to that effect after which clauses 17.2(d) and 17.2(e) will reapply.
- (g) The SSJ Contractor acknowledges and agrees that:
 - (i) the Principal's Representative may invite any other person to attend any joint inspection provided for by this clause 17.2, including representatives of the Operator; and
 - (ii) the Principal's Representative or the Operator may provide comments to the Independent Certifier (with a copy to the SSJ Contractor) in relation to any non-compliance of the SSJ Contractor's Activities with this Contract.
- (h) Without affecting the SSJ Contractor's obligation to achieve Construction Completion of each Portion by the relevant Date for Construction Completion of each Portion the parties acknowledge that:
 - (i) no separate Date for Construction Completion of the Project Works is specified in this Contract;
 - (ii) Construction Completion of the Project Works is achieved by achieving Construction Completion of all Portions;
 - (iii) Construction Completion of the Project Works will be taken to have occurred once Construction Completion of all Portions has occurred; and

- (iv) the Date of Construction Completion of the Project Works will be taken to be the Date of Construction Completion of the last Portion to reach Construction Completion.

17.3 **Unilateral Issue of Notice of Construction Completion**

If at any time a notice required to be given by the SSJ Contractor to the Independent Certifier under either of clauses 17.2(c) or 17.2(e) is not given by the SSJ Contractor yet the Principal's Representative is of the opinion that Construction Completion of a Portion has been achieved, the Principal's Representative may direct the Independent Certifier to issue a Notice of Construction Completion under clause 17.2(e)(i)(A) for the Portion.

17.4 **Completion**

- (a) When the SSJ Contractor considers that it has achieved Completion of a Portion, the SSJ Contractor must notify the Principal's Representative and the Independent Certifier in writing and provide them with an executed certificate in the form of Schedule B3. Thereafter, and subject to clause 17.4(d), the Principal's Representative, the SSJ Contractor's Representative and the Independent Certifier must jointly inspect the SSJ Contractor's Activities at a mutually convenient time.
- (b) Following the joint inspection under clause 17.4(a), the Independent Certifier must, within 5 Business Days after receipt of a notice under clause 17.4(a) or a notice under clause 17.4(c):
 - (i) if Completion of the Portion has been achieved, provide to the Principal's Representative and the SSJ Contractor with a document signed by the Independent Certifier in the form in Schedule B11; or
 - (ii) if Completion of the Portion has not been achieved, issue a notice to the SSJ Contractor and the Principal in which it states:
 - (A) the items which remain to be completed before Completion of the Portion; or
 - (B) that the SSJ Contractor is so far from achieving Completion of the Portion that it is not practicable to notify the SSJ Contractor of the items which remain to be completed as contemplated by clause 17.4(b)(ii)(A).
- (c) If the Independent Certifier issues a notice under clause 17.4(b)(ii), the SSJ Contractor must proceed with the SSJ Contractor's Activities and thereafter, when it considers that it has achieved Completion of the Portion, it must give the Principal's Representative and the Independent Certifier written notice to that effect after which clauses 17.4(a) and 17.4(b) will reapply.
- (d) The SSJ Contractor acknowledges and agrees that:
 - (i) the Principal's Representative may invite any other person to attend any joint inspection provided for by this clause 17.3, including representatives of the Operator; and
 - (ii) the Principal's Representative or the Operator may provide comments to the Independent Certifier (with a copy to the SSJ Contractor) in relation to any non-compliance of the SSJ Contractor's Activities with this Contract.

- (e) Without affecting the SSJ Contractor's obligation to achieve Completion of each Portion by the relevant Date for Completion, the parties acknowledge that:
 - (i) no separate Date for Completion of the Project Works is specified in this Contract;
 - (ii) Completion of the Project Works is achieved by achieving Completion of all Portions;
 - (iii) Completion of the Project Works will be taken to have occurred once Completion of all Portions has occurred; and
 - (iv) the Date of Completion of the Project Works will be taken to be the Date of Completion of the last Portion to achieve Completion.
- (f) The requirements of this clause 17.4 do not apply to Portion 1.

17.5 Part of the Project Works or a Portion

- (a) If part of a Portion has reached a stage equivalent to Construction Completion but another part of the Portion has not reached Construction Completion and the parties cannot agree upon the creation of new Portions, the Principal's Representative may determine that the respective parts will be Portions.
- (b) Without limiting clause 17.5(a), the Principal may, after the SSJ Contractor is given written notice by the Principal's Representative, occupy or use any part of a Portion although the whole of the Portion has not reached Construction Completion.
- (c) If the Principal's Representative gives a notice under clause 17.5(b):
 - (i) the Principal must allow the SSJ Contractor reasonable access to the part of the Portion referred to in the notice and being occupied or used by the Principal, to enable the SSJ Contractor to bring the relevant Portion of which the area being occupied or used forms part to Construction Completion; and
 - (ii) this will not otherwise limit or affect the obligations of the parties under this Contract, including the obligation of the SSJ Contractor to achieve Construction Completion of the relevant Portion of which the area being occupied or used forms part, by the relevant Date for Construction Completion.
- (d) Without limiting clause 17.5, further Portions may be created by the Principal's Representative by issuing a written direction to the SSJ Contractor which clearly identifies for each Portion, :
 - (i) the Project Works and Temporary Works;
 - (ii) the Date for Construction Completion; and
 - (iii) respective amounts of liquidated damages,all as determined by the Principal's Representative (acting reasonably).

17.6 **Liquidated Damages and indemnity for delay in reaching Construction Completion**

- (a) The Principal and the SSJ Contractor agree and acknowledge that the Principal is pursuing a policy of building the Project and the Project Works for purposes that include achieving the objectives set out in clause 2.
- (b) The SSJ Contractor and the Principal acknowledge and agree that the SSJ Contractor's Activities represent a most important element of the building of the Project, as a major new public transport link which, together with Sydney Metro Northwest (and their integration), will service the needs of Sydney, including the needs of its workforce and its economy, and will provide frequent rapid transit services to handle projected population increases, create employment both during and after the SSJ Contractor's Activities, improve the efficiency of the Sydney public transport network and improve the local environment.
- (c) The SSJ Contractor acknowledges and agrees that its failure to achieve Construction Completion of the Portions by the required Dates for Construction Completion will not only result in direct Losses to the Principal, but will also lead to the failure of the Principal to achieve its policy objectives to the immediate detriment of the Principal and of those on whose behalf the policy objectives are pursued. The Loss arising from this failure of the Principal to achieve its policy objectives is not capable of easy or precise calculation.
- (d) The SSJ Contractor agrees that if it does not achieve Construction Completion of a Portion by the Date for Construction Completion of the Portion, it must:
 - (i) pay the Principal the applicable amount for that Portion set out in Schedule A2 (each of which is exclusive of GST) for every day after the Date for Construction Completion of the Portion up to and including:
 - (A) the Date of Construction Completion of the applicable Portion; or
 - (B) the date that this Contract is validly terminated,whichever first occurs; and
 - (ii) to the extent that Construction Completion of the final Portion has not occurred by the Date for Construction Completion of that Portion, indemnify the Principal from and against any Liability suffered or incurred by the Principal arising out of or in connection with the failure to achieve Construction Completion of the Portion by the Date for Construction Completion for that Portion to the extent that such Liability falls within a head of Loss specified in Schedule A1, up to an aggregate of [REDACTED] for every day after the Date for Construction Completion for the Portion, up to and including:
 - (A) the Date of Construction Completion of the final Portion; or
 - (B) the date that this Contract is validly terminated,whichever first occurs.
- (e) The parties agree that the liquidated damages provided for in clause 17.6(d)(i):
 - (i) represent proper, fair and reasonable amounts recoverable by the Principal arising from the failure of the SSJ Contractor to achieve Construction

Completion of the Portion by the Date for Construction Completion of the Portion and do not constitute, and are not intended to be, a penalty and have been freely agreed to by the SSJ Contractor; and

- (ii) will be recoverable by the Principal from the SSJ Contractor as a debt due and payable.
- (f) The Principal and the SSJ Contractor acknowledge and agree that they are both parties contracting at arms' length, have equal bargaining power, possess extensive commercial experience and expertise and are being advised by their own legal, accounting, technical, financial, economic and other commercial professionals in relation to their rights and obligations pursuant to this Contract.
- (g) The SSJ Contractor agrees to pay the liquidated damages, and indemnify the Principal, under clause 17.6(d) without any duress, coercion, undue influence or any other form of unconscionable conduct or impermissible or objectionable persuasion on the part of the Principal.
- (h) The SSJ Contractor entered into the obligation to pay the amounts specified in clause 17.6(d) with the intention that it is a legally binding, valid and enforceable contractual provision against the SSJ Contractor in accordance with its terms.
- (i) The SSJ Contractor agrees:
 - (i) to exclude and expressly waives the right of the benefit of, to the extent permissible, the application or operation of any legal rule or norm, including under statute, equity and common law, relating to the characterisation of liquidated amounts payable under a deed upon a breach occurring as penalties or the enforceability or recoverability of such liquidated amounts; and
 - (ii) that if this clause 17.6 (or any part of this clause 17.6) 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 (including loss of revenue and loss of profits from the loss of use of the Works) as a result of the SSJ Contractor failing to achieve Construction Completion of a relevant Portion by its Date for Construction Completion, but the SSJ Contractor's liability for such damages (whether per day or in aggregate) will not be any greater than the liability which it would have had if the clause had not been void, invalid or otherwise inoperative.
- (j) The Principal's Representative, when issuing a payment schedule pursuant to clauses 16.2(d) and 16.2(e) after the Date for Construction Completion of a relevant Portion, may include a provisional assessment of the amount then provisionally due by way of liquidated damages then accruing under clause 17.6(d)(i) or under the indemnity in clause 17.6(d)(ii) to the date of the payment schedule (despite Construction Completion of that Portion not having occurred).
- (k) The Principal and the SSJ Contractor agree that the aggregate of the amount payable under:
 - (i) clauses 17.6(d)(i), 17.6(d)(ii) and 17.6(i)(ii) is limited as set out in clause 21.1(b); and
 - (ii) clause 17.6(d)(ii) is limited as set out in clause 21.1(c); and

- (iii) a limitation on the SSJ Contractor's liability to the Principal for a failure to achieve Construction Completion of any Portion by the relevant Date for Construction Completion,

and the Principal will not be entitled to make, nor will the SSJ Contractor be liable upon, any Claim in these circumstances other than for the amount for which the SSJ Contractor is liable under this clause 17.6 (including where applicable common law damages under clause 17.6(i)(ii)). Nothing in this clause 17.6(k) in any way limits the SSJ Contractor's liability where this Contract is terminated by the Principal under clause 19.3 or otherwise at Law.

17.7 Effect of Notice of Construction Completion or Notice of Completion

- (a) A Notice of Construction Completion or Notice of Completion (as applicable) will not:
 - (i) constitute approval by the Principal, the Independent Certifier or the Principal's Representative of the SSJ Contractor's performance of its obligations under this Contract;
 - (ii) be taken as an admission or evidence that the Portion complies with the requirements of this Contract; or
 - (iii) prejudice any rights or powers of the Principal, the Independent Certifier or the Principal's Representative.
- (b) Without limiting clause 17.7(a), the parties agree that, in the absence of manifest error on the face of the certification, the Independent Certifier's certification as set out in a Notice of Construction Completion or Notice of Completion is final and binding on the parties for the purposes only of establishing that Construction Completion or Completion of the relevant Portion has occurred.

17.8 Access following Construction Completion of a Portion

- (a) Where Construction Completion has been achieved in respect of a Portion but the SSJ Contractor still requires access to such Portion in order to continue the SSJ Contractor's Activities, the Principal must procure that the SSJ Contractor is provided with reasonable access to such Portion to enable the SSJ Contractor to continue the SSJ Contractor's Activities.
- (b) The occupation and use of such Portion by the Principal (and its nominees) will not limit or affect the responsibilities, obligations or liabilities of the SSJ Contractor including the obligation of the SSJ Contractor to achieve Construction Completion of any remaining Portion by the relevant Date for Construction Completion.

18. CARE OF THE PROJECT WORKS, RISKS AND INSURANCE

18.1 Responsibility for care of the Project Works

- (a) Subject to clause 18.1(d), the SSJ Contractor is, in respect of each Portion, responsible for the care of, and bears the risk of destruction, loss or damage to:
 - (i) the SSJ Contractor's Activities, the Project Works and the Temporary Works and any Extra Land, from the date of this Contract; and
 - (ii) the relevant parts of the Construction Site, from the date on which access is granted under clause 8.1(a),

up to and including the Date of Construction Completion for the relevant Portion.

- (b) After the time after which the SSJ Contractor ceases to be responsible under clause 18.1(a) for the care of a part of the Project Works or any other thing referred to in clause 18.1(a), subject to clause 18.1(d), the SSJ Contractor will bear the risk of any destruction, loss of or damage to that part of the Project Works or other thing, arising from:
 - (i) any act or omission of the SSJ Contractor during the Defects Correction Period (including any extension under clause 13.7, 13.8(a)(ii) and 13.9) or any other SSJ Contractor's Activities; or
 - (ii) any event which occurred while the SSJ Contractor was responsible for the care of the relevant part of the Project Works or other thing under clause 18.1(a) in connection with the SSJ Contractor's Activities.
- (c) Subject to clause 18.1(d), the SSJ Contractor must:
 - (i) in accordance with clause 18.16, (at its own cost) promptly make good destruction, loss or damage to anything caused during the period the SSJ Contractor is responsible for its care; and
 - (ii) indemnify the Principal against such destruction, loss or damage.
- (d) This clause 18.1 does not apply to the extent that any destruction, loss or damage for which the SSJ Contractor would otherwise have been responsible or bears the risk of or is obliged to indemnify the Principal against under this clause results from an Excepted Risk.
- (e) Where any destruction, loss or damage arises to any extent from an Excepted Risk, the SSJ Contractor must where directed by the Principal's Representative to do so, make good or repair the destruction, loss or damage in which event such making good or repair will, to the extent the destruction, loss or damage arises from an Excepted Risk, be treated as if it were a Change the subject of a direction by the Principal's Representative and clause 11 applies.

18.2 Indemnity by the SSJ Contractor

- (a) The SSJ Contractor must indemnify the Principal from and against:
 - (i) the loss of, loss of use of or access to (whether total or partial), or any destruction or damage to, any of the Principal's real or personal property (other than property referred to in clause 18.1 while the SSJ Contractor is responsible for its care);
 - (ii) any claim against the Principal or Liability the Principal may have to third parties in respect of or arising out of or in connection with:
 - (A) any illness, personal injury to, or death of, any person; or
 - (B) the loss of, loss of use of or access to (whether total or partial) or destruction or damage to any real or personal property,caused by, arising out of, or in any way in connection with, the SSJ Contractor's Activities, the Project Works or the Temporary Works or any failure by the SSJ Contractor to comply with its obligations under this Contract; or

(iii) any:

(A) Liability to or claim by any other person; or

(B) Loss suffered or incurred by the Principal,

arising out of, or in any way in connection with, the SSJ Contractor's breach of a term of this Contract.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) Where the SSJ Contractor indemnifies the Principal under this Contract from and against any Liability, claim or Loss, the SSJ Contractor's liability to indemnify the Principal will be reduced to the extent that an act or omission of the Principal or its Associates contributed to the Liability, claim or Loss.

(d) Clause 18.2(a) does not limit or otherwise affect the SSJ Contractor's other obligations under this Contract or otherwise according to Law.

(e) The SSJ Contractor is not relieved of any obligation to indemnify the Principal under this clause 18.2 by reason of effecting insurance or being an insured party under an insurance policy effected by the Principal pursuant to clause 18.3.

18.3 Principal's insurance

(a) The Principal must effect and maintain insurances on the terms of the policies set out in Schedule F5.

(b) Such insurance is subject to the exclusions, conditions, deductibles and excesses noted on the policies and the SSJ Contractor must:

- (i) satisfy itself of the nature and extent of the cover provided by these insurance policies;
- (ii) acknowledge that the Principal's insurances do not cover every risk to which the SSJ Contractor might be exposed and are subject to deductibles and limits and the SSJ Contractor may, if it chooses to do so, at its cost effect insurance for any risk or liability which is not covered by the Principal's insurances; and
- (iii) where the SSJ Contractor:
 - (A) bears the risk of the relevant destruction, loss or damage under clause 18.1, or is required to indemnify the Principal under clause 18.2, and makes a claim under any of these insurance policies in respect of the destruction, loss or damage or the event giving rise to the indemnity; or
 - (B) otherwise makes a claim under or in respect of any of these insurance policies,

bear the cost of any excesses or deductibles in the insurance policies in Schedule F5 or any insurance taken out by the SSJ Contractor under clause 18.4, that may apply in those circumstances.

18.4 **SSJ Contractor's insurance obligations**

The SSJ Contractor must effect and maintain the following insurance:

- (a) workers compensation insurance referred to in clause 18.5;
- (b) asbestos liability insurance referred to in clause 18.6;
- (c) professional indemnity insurance referred to in clause 18.7;
- (d) Construction Plant insurance referred to in clause 18.8; and
- (e) motor vehicle insurance referred to in clause 18.9.

18.5 **Workers compensation insurance**

- (a) The SSJ Contractor must effect and maintain workers compensation insurance which covers employees in accordance with any statute relating to workers or accident compensation:
 - (i) for the maximum amount required by Law; and
 - (ii) in the name of the SSJ Contractor and (if legally possible) extended to indemnify the Principal for its statutory liability to persons employed by the SSJ Contractor.
- (b) The SSJ Contractor must ensure that each of its Subcontractors effects and maintains workers compensation insurance which covers employees in accordance with any statute relating to workers or accident compensation:
 - (i) for the maximum amount required by Law; and

- (ii) in the name of the Subcontractor and (if legally possible) extended to indemnify the Principal and the SSJ Contractor for their statutory liability to persons employed by the Subcontractor.

18.6 **Asbestos liability insurance**

If the SSJ Contractor's Activities include any work involving asbestos or asbestos decontamination, including stripping, encapsulation or removal, the SSJ Contractor must effect and maintain (or cause to be effected and maintained) asbestos liability insurance which:

- (a) covers liability on an occurrence basis (and not a claims made basis) in respect of or in connection with the presence of asbestos and any work involving asbestos or asbestos decontamination that is caused by or arises out of or in connection with any act or omission of the SSJ Contractor or its Associates in connection with the carrying out of the SSJ Contractor's Activities; and
- (b) has a limit of indemnity of at least \$20,000,000 for any one occurrence.

[REDACTED]

[REDACTED]

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18.16 Reinstatement

If, prior to the time the SSJ Contractor ceases to be responsible under clause 18.1(a) for the care of a part of the Project Works or the Temporary Works or any other thing referred to in clause 18.1(a), any destruction, damage or loss occurs to the Project Works or the Temporary Works, the SSJ Contractor must:

- (a) make secure the Project Works and the Temporary Works and the parts of the Construction Site which are still under the control of the SSJ Contractor in accordance with clause 8.4;
- (b) notify:
 - (i) appropriate Authorities, emergency services and the like; and
 - (ii) the insurers for assessment,and comply with their instructions; and
- (c) promptly consult with the Principal to agree on steps to be taken to ensure:

- (i) the prompt repair or replacement of the destruction, loss or damage so that:
 - (A) it complies with the SWTC; and
 - (B) there is minimal disruption to the Project Works or the Temporary Works; and
- (ii) that, to the greatest extent possible, the SSJ Contractor continues to comply with its obligations under this Contract;
- (d) subject to clause 18.1(e), manage all repair and replacement activities so as to minimise the impact on the Project Works or the Temporary Works; and
- (e) keep the Principal's Representative fully informed of the progress of the repair and replacement activities.

18.17 **Application of insurance proceeds**

Where, prior to the Date of Construction Completion of the last Portion to achieve Construction Completion, the Project Works or the Temporary Works are damaged or destroyed, all insurance proceeds in respect of that damage or destruction that are payable under any insurances maintained by the Principal in accordance with clause 18.3 will be:

- (a) paid to the Principal;
- (b) paid by the Principal to the SSJ Contractor by progress payments under clause 16.2 as and when the SSJ Contractor reinstates the Project Works and the Temporary Works; and
- (c) subject to clause 18.1(e), the limit of the SSJ Contractor's entitlement to payment for reinstatement of the destruction, loss or damage.

18.18 **Damage to property**

- (a) Subject to clause 18.18(c), where any loss of or destruction or damage to real or personal property or the Environment (including any Utility Services but excluding the Project Works or the Temporary Works) occurs arising out of, or in any way in connection with, the carrying out by the SSJ Contractor of the SSJ Contractor's Activities or a failure by the SSJ Contractor to comply with its obligations under this Contract, the SSJ Contractor must, at its cost, promptly repair and make good any such loss, destruction or damage.
- (b) If the SSJ Contractor fails to carry out any repair work under clause 18.18(a), the Principal may carry out such work or engage others to carry out such work and any Loss suffered or incurred by the Principal will be a debt due and payable from the SSJ Contractor to the Principal.
- (c) This clause 18.18 does not apply where the owner of the real or personal property does not agree to the SSJ Contractor carrying out the work under clause 18.18(a).
- (d) Nothing in this clause 18.18 limits the operation of the indemnity in clause 18.2(a).

18.19 Risk of deductibles or excesses

The SSJ Contractor must pay all insurance deductibles or excesses in respect of any event and claim made under a policy referred to in this clause 18 and any such amounts will not form part of the Reimbursable Costs.

19. DEFAULT OR INSOLVENCY

19.1 SSJ Contractor's Default

- (a) If the SSJ Contractor commits a breach of this Contract referred to in clause 19.1(b), the Principal may give the SSJ Contractor a written notice.
- (b) The breaches by the SSJ Contractor to which this clause applies are:
 - (i) not commencing or not progressing the SSJ Contractor's Activities regularly and diligently in accordance with the requirements of this Contract, in breach of clause 15.1;
 - (ii) suspension of work in breach of clause 15.1;
 - (iii) the SSJ Contractor fails to implement, comply with or otherwise diligently pursue a Recovery Plan in accordance with clause 15.6(c);
 - (iv) failing to provide the unconditional undertakings and Parent Company Guarantees, in breach of clause 6;
 - (v) failing to insure or provide evidence of insurance, in breach of clause 18;
 - (vi) failing to use the materials or standards of workmanship required by this Contract, in breach of clause 9.1;
 - (vii) not complying with any direction of the Principal's Representative made in accordance with this Contract, in breach of clause 14.1(a);
 - (viii) not complying with the requirements of this Contract regarding the Contract Management Plan in a material respect;
 - (ix) not complying with its obligations under the MR-PA with regard to the Contract Management Plan;
 - (x) not complying with its environmental obligations under this Contract;
 - (xi) not complying with its obligations under this Contract regarding work health and safety;
 - (xii) not complying with its obligations under clause 9.7;
 - (xiii) 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 7.2;
 - (xiv) the failure to provide the deeds poll in accordance with clause 1.5;
 - (xv) breach of the subcontracting obligations set out in each of clauses 12.3, 12.7 or 12.8;

- (xvi) failure to achieve Construction Completion of a Portion by the relevant Date for Construction Completion;
- (xvii) lack or breach of Accreditation (where it is obliged to obtain Accreditation), AEO status or ASA Authorisation, or threatened or actual suspension or revocation of Accreditation;
- (xviii) fraud of the SSJ Contractor in relation to this Project or an adverse Independent Commission Against Corruption (**ICAC**) finding is made against the SSJ Contractor;
- (xix) the Parent Company Guarantee becoming void or voidable; or
- (xx) any other failure to comply with a material obligation under the Contract.

19.2 **Contents of Notice**

A written notice under clause 19.1 must:

- (a) state that it is a notice under clause 19.1;
- (b) specify the alleged breach;
- (c) require the SSJ Contractor to remedy the breach or, in the case of a notice by the Principal where the breach is not capable of being remedied, make other arrangements satisfactory to the Principal; and
- (d) specify the time and date by which the SSJ 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).

19.3 **Rights of the Principal Following Notice**

If, by the time specified in a notice under clause 19.1, the SSJ Contractor fails to remedy the breach or make arrangements satisfactory to the Principal, the Principal may, by notice in writing to the SSJ Contractor:

- (a) take out of the hands of the SSJ Contractor the whole or part of the work remaining to be completed; or
- (b) terminate this Contract.

19.4 **Immediate Termination or Take-Out**

If:

- (a) an Insolvency Event occurs:
 - (i) to the SSJ Contractor;
 - (ii) where the SSJ Contractor comprises more than one person, any one of those persons; or
 - (iii) to a person specified in Schedule A1; or
- (b) the SSJ 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 3.5(d);

- (c) the aggregate liability of the SSJ Contractor to the Principal under or in connection with the SSJ Contract Documents is equal to or [REDACTED]; or
- (d) the aggregate liability of the SSJ Contractor to the Principal under or in connection with:
 - (i) any one or more of clauses 17.6(d)(i), 17.6(d)(ii) and 17.6(i)(ii) is equal to or exceeds [REDACTED] or
 - (ii) clause 17.6(d)(ii) is equal to or [REDACTED]; or
 - (iii) clause 16.12(a) is equal to or exceeds the [REDACTED]

then, whether or not the SSJ Contractor is then in breach of this Contract, the Principal may, without giving a notice under clause 19.1, exercise the right under clause 19.3(a) or 19.3(b).

19.5 **Principal's Common Rights After Take-Out or Termination**

- (a) If:
 - (i) the Principal:
 - (A) exercises its rights under clause 19.3(a); or
 - (B) terminates this Contract under clauses 19.3(b), 19.4 or 19.9;
 - (ii) the SSJ Contractor repudiates this Contract and the Principal otherwise terminates this Contract; or
 - (iii) this Contract is frustrated under the Law,
- then:
- (iv) the SSJ Contractor:
 - (A) must novate to the Principal or the Principal's nominee those Subcontracts between the SSJ Contractor and its Subcontractors that the Principal directs by executing a deed of novation substantially in the form of Schedule A13;
 - (B) irrevocably appoints (for valuable consideration) the Principal and any authorised representative of the Principal to be the SSJ Contractor's attorney to:
 - (aa) execute, sign, seal and deliver all notices, deeds and documents; and
 - (bb) undertake actions in the name of the SSJ Contractor,
- for the purposes referred to in clause 19.5(a)(iv)(A) where the SSJ Contractor has not complied with clause 19.5(a)(iv)(A) within 5 Business Days of a request by the Principal to do so; and
- (C) must immediately handover to the Principal's Representative all copies of:

- (aa) any documents provided by the Principal to the SSJ Contractor;
 - (bb) all Contract Documentation and Materials prepared by the SSJ Contractor to the date on which the Principal exercises its rights under clauses 19.3(a) or 19.3(b) (whether complete or not); and
 - (cc) any other documents or information in existence that is to be provided to the Principal under the terms of this Contract; and
- (v) the Principal:
- (A) will be entitled to require the SSJ Contractor to remove from the Construction Site or any area affected by the Project Works, any Construction Plant and Temporary Works and all materials, equipment and other things intended for the Project Works;
 - (B) may complete that work;
 - (C) may take possession of such of the Construction Plant, Temporary Works and other things on or in the vicinity of the Construction Site or Extra Land as are owned by the SSJ Contractor and are reasonably required by the Principal to facilitate completion of the work; and
 - (D) must, if it takes possession of the items referred to in clause 19.5(a)(v)(C):
 - (aa) for the period during which it retains possession of the Construction Plant, Temporary Works or other things pay to the SSJ 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 20; and
 - (bb) maintain the Construction Plant, Temporary Works or other things and, subject to clause 19.6, on completion of the work return to the SSJ Contractor the Construction Plant, Temporary Works and any things taken under clause 19.5(a)(v)(C) which are surplus.

(b) This clause 19.5 will survive the termination or frustration of this Contract.

19.6 **Principal's Entitlements after Take-Out**

- (a) If the Principal exercises the right under clause 19.3(a), the SSJ Contractor will not be entitled to any further payment in respect of the work taken out of the hands of the SSJ Contractor unless a payment becomes due to the SSJ Contractor under this clause 19.6.
- (b) When all of the work taken out of the hands of the SSJ Contractor under clause 19.3(a) is completed, the Principal's Representative will ascertain the cost incurred by the Principal in completing the work and will issue a certificate to the SSJ Contractor certifying the amount.

- (c) If the cost incurred by the Principal is:
 - (i) greater than the amount that would have been paid to the SSJ Contractor if the SSJ Contractor had completed the work, the difference will be a debt due from the SSJ Contractor to the Principal; or
 - (ii) less than the amount that would have been paid to the SSJ Contractor if the SSJ Contractor had completed the work, the difference will be a debt due to the SSJ Contractor from the Principal.
- (d) Without limiting clause 19.6(c), if the Principal exercises the right under clause 19.3(a), the Principal will be entitled to recover from the SSJ Contractor any costs, expenses, Losses or damages incurred or suffered by it as a result of, or arising out of, or in any way in connection with, the exercise of such right.
- (e) If the SSJ Contractor is indebted to the Principal, the SSJ Contractor grants to the Principal a lien over the Construction Plant, Temporary Works or other things taken under clause 19.5 such that the Principal may retain that property until the debt is met. If after reasonable notice, the SSJ 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 SSJ Contractor.

19.7 **Principal's Rights after Termination**

- (a) Subject to clause 19.11, if the Principal terminates this Contract under clauses 19.3 or 19.4, or if the SSJ Contractor repudiates this Contract and the Principal otherwise terminates this Contract the Principal will:
 - (i) not be obliged to make any further payments to the SSJ Contractor, including any money that is the subject of a Payment Claim under clause 16.1(b) or a Payment Schedule under clause 16.3;
 - (ii) be absolutely entitled to call upon, convert and have recourse to and retain without limiting clause 6 the proceeds of any unconditional undertaking held under clause 6; and
 - (iii) be entitled to recover from the SSJ 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.
- (b) This clause 19.7 survives the termination of this Contract.

19.8 **SSJ Contractor's Rights after Repudiation or Wrongful Termination**

- (a) If the Principal:
 - (i) repudiates this Contract and the SSJ Contractor terminates this Contract; or
 - (ii) wrongfully:
 - (A) exercises or attempts to exercise any right or power conferred on it by clauses 19.3, 19.4 or 19.9; or
 - (B) determines or purports to determine this Contract at common law,

then the:

- (iii) Principal's actions will be deemed to have been a lawful termination in accordance with clause 19.9 and the SSJ Contractor's sole rights in such circumstances will be those set out in clause 19.10; and
- (iv) SSJ 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 19.8 will survive the termination of this Contract.

19.9 Termination for Convenience

Without prejudice to any of the Principal's other rights or entitlements or powers under this Contract, the Principal may:

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

19.10 Payment for Termination for Convenience

- (a) If the Principal terminates this Contract under clause 19.9, the SSJ Contractor:
 - (i) will be entitled to payment of the following amounts as determined by the Principal's Representative (excluding all Excluded Costs):
 - (A) for work carried out prior to the date of termination, the amount which would have been payable if this Contract had not been terminated and the SSJ Contractor submitted a Payment Claim under clause 16.2 for work carried out to the date of termination;
 - (B) the cost of plant and materials reasonably ordered by the SSJ Contractor for the Project Works and for which it is legally bound to pay provided that:
 - (aa) the value of the plant or materials have not been previously paid or included in the amount payable under sub-paragraph (i)(A); and
 - (bb) title in the plant and materials vests in the Principal upon payment;
 - (C) the costs reasonably incurred by the SSJ Contractor in the expectation of completing the whole of the SSJ Contractor's Activities and the reasonable cost of removing from the Project Site and the Temporary Areas all labour, Construction Plant, Temporary Works

(where required by the Principal) and other things used in the SSJ Contractor's Activities that are not part of, or to be part of, the Project Works; and

- (D) the amount calculated by multiplying the percentage specified in Schedule A1 by the costs determined under sub-paragraphs (i)(B) and (i)(C), for all overheads and profit associated with, and to the extent not included in, the work and costs determined under sub-paragraphs (i)(B), and (i)(C); and
- (ii) must take all steps possible to mitigate the costs referred to in sub-paragraphs (i)(B), (i)(C) and (i)(D).
- (b) To the extent it has not had recourse to them, the Principal will return all unconditional undertakings then held by it under clause 6 when the SSJ Contractor has complied with all its obligations under this clause.
- (c) The amount to which the SSJ Contractor is entitled under this clause 19.10 will be a limitation upon the Principal's liability to the SSJ Contractor arising out of, or in any way in connection with, the termination of this Contract and the Principal will not be liable to the SSJ Contractor upon any Claim arising out of, or in any way in connection with, the termination of this Contract other than for the amount payable under this clause 19.10.
- (d) This clause 19.10 will survive the termination of this Contract by the Principal under clause 19.9.

19.11 Preservation of Rights

Subject to clauses 19.8, nothing in this clause 19 or that the Principal does or fails to do pursuant to this clause 19 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 22.2) which it may have where the SSJ Contractor breaches (including repudiates) this Contract.

19.12 Termination by Frustration

- (a) If under the law this Contract is frustrated the Principal will:
 - (i) pay the SSJ Contractor the following amounts as determined by the Principal's Representative:
 - (A) an amount calculated in accordance with clause 19.10(a)(i)(A) for work carried out prior to the date of frustration;
 - (B) the costs calculated in accordance with the terms of, and subject to the conditions in, clauses 19.10(a)(i)(B); and
 - (C) the costs calculated in accordance with the terms of clause 19.10(a)(i)(C); and
 - (ii) to the extent it has not had recourse to them, return all unconditional undertakings then held by it under clause 6 when the SSJ Contractor has complied with its obligations under this clause.
- (b) The amount to which the SSJ Contractor is entitled under this clause 19.12 will be a limitation upon the Principal's liability to the SSJ Contractor arising out of, or in

any way in connection with, the frustration of this Contract and the Principal will not be liable to the SSJ Contractor upon any Claim arising out of, or in any way in connection with, the frustration of this Contract other than for the amount payable under this clause 19.12.

- (c) Without limiting any other provision of this Contract, this clause 19.12 will survive the frustration of this Contract.

19.13 **Codification of SSJ Contractor's Entitlements**

This clause 19 is an exhaustive code of the SSJ Contractor's rights arising out of or in any way in connection with any termination and the SSJ Contractor:

- (a) cannot otherwise terminate, rescind or treat this Contract as repudiated; and
- (b) waives all rights at Law to terminate, rescind or treat this Contract as repudiated, otherwise than in accordance with this clause 19.

20. **DISPUTE RESOLUTION**

20.1 **Disputes generally**

Any Dispute must be resolved in accordance with this clause 20.

20.2 **Independent Dispute Avoidance and Resolution Panel**

- (a) The IDAR Panel will be constituted under the IDAR Panel Agreement.
- (b) Prior to the formation of the IDAR Panel, the Principal will notify the SSJ Contractor of the proposed members that will constitute the IDAR Panel (**Proposed Members**).
- (c) Within 5 Business Days of receiving the notice contemplated under clause 20.2(b), the SSJ Contractor may notify the Principal of any circumstance that might reasonably be considered to affect the Proposed Member's capacity to act independently, impartially and without bias (**Conflict of Interest Notice**).
- (d) If the SSJ Contractor is able to demonstrate that a circumstance exists that might reasonably be considered to affect the Proposed Member's capacity to act independently, impartially and without bias, the Principal will propose an alternative member to be appointed to the IDAR Panel and clauses 20.2(b) and 20.2(c) will reapply.
- (e) The SSJ Contractor must, within 5 Business Days of receipt of a request from the Principal, execute the IDAR Panel Agreement Accession Deed Poll provided that the Principal may not issue such request before the expiry of the 5 Business Day period contemplated under clause 20.2(c) where no Conflict of Interest Notice has been issued.
- (f) The provisions of clauses 20.2(b) to 20.2(e) will reapply where an appointed member of the IDAR Panel declines to act or is unable to act as a result of death, disability, resignation or termination of appointment and the Principal is seeking to replace the relevant member.
- (g) Each Party must:

- (i) following execution of the IDAR Panel Agreement Accession Deed Poll (if applicable), at all times comply with the terms of the IDAR Panel Agreement;
- (ii) attend meetings with the IDAR Panel as required pursuant to the IDAR Panel Agreement or this Contract; and
- (iii) provide all reasonable assistance to the IDAR Panel in fulfilling its function(s) in respect of the SSJ Contractor's Activities, including providing all information it reasonably requests.

20.3 Consultation and executive negotiation

- (a) Where a Dispute arises, the Dispute must be notified to the IDAR Panel by written notice of the issues in Dispute (**Notice of Issue**) from the dissatisfied party (**Party A**) to the IDAR Panel and the other party (**Party B**). The Notice of Issue must provide brief particulars of the issues in Dispute.
- (b) Within 5 Business Days of the Notice of Issue, the parties must agree upon a member of the IDAR Panel (**Nominated Member**) to review the Dispute. If:
 - (i) the parties fail to reach such agreement within 2 Business Days; or
 - (ii) the Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,
 the Chair must nominate a replacement Nominated Member within a further 2 Business Days.
- (c) If a replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the Chair must nominate a further replacement Nominated Member within a further 2 Business Days. The Chair cannot nominate itself as the Nominated Member.
- (d) If a further replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 20.3(c) will be reapplied until there are no IDAR Panel members to accept the appointment, in which case the Chair must request the Resolution Institute to appoint a replacement member. This appointment will be final and conclusive.
- (e) Within 3 Business Days of the appointment of the Nominated Member, the Nominated Member must convene at least one meeting (**Consultation**) to facilitate genuine and good faith negotiations with a view to:
 - (i) resolving the Dispute; and
 - (ii) clarifying and narrowing the issues in Dispute, in the event that the Dispute is not resolved.
- (f) Each Consultation will be attended by:
 - (i) the Nominated Member;
 - (ii) the SSJ Representative;
 - (iii) the CSM Contractor's Representative; and

- (iv) other persons as agreed between the Principal's Representative and the SSJ Contractor's Representative.
- (g) The Nominated Member will advise the parties in writing once the Consultation process has concluded.
- (h) If the Dispute is not resolved following the Consultation process, the Dispute will be referred to executive negotiators nominated by each of the parties (which persons must be more senior than the persons that attended the Consultation and who are not involved in the day to day running of this Contract and who have authority to resolve the Dispute). The executive negotiators must, within 10 Business Days following the conclusion of the Consultation process, meet and negotiate with a view to resolving the Dispute.

20.4 **Recommendation**

- (a) Within 5 Business Days of the conclusion of Consultation, the Nominated Member must notify the parties in writing of its non-binding recommendation as to:
 - (i) the formulation of the issues in Dispute;
 - (ii) the most appropriate Expert(s) to be appointed to determine the Dispute pursuant to clause 20.5; and
 - (iii) whether the Dispute is not suitable for expert determination and should be determined in accordance with clause 20.9,

(Recommendation).

- (b) Subject to clause 20.4(d), if the Dispute is not resolved within the later of:
 - (i) 20 Business Days of the Recommendation; and
 - (ii) 20 Business Days after the date on which the Recommendation should have been issued,

Party A must refer those parts of the Dispute that remain unresolved to expert determination by notice to Party B (with a copy to the IDAR Panel) (**Notice of Dispute**).

- (c) The Notice of Dispute must:
 - (i) be in writing;
 - (ii) state that it is a Notice of Dispute under this clause 20.4(c);
 - (iii) include or be accompanied by reasonable particulars of those parts of the Dispute including:
 - (A) references to any:
 - (aa) provisions of this Contract;
 - (bb) acts or omissions of any person,

relevant to the Dispute;

- (B) the relief sought and the basis for claiming the relief sought; and
- (C) include copies of, or relevant extracts from, any documents in support of the claim.
- (d) If the Nominated Member makes a Recommendation:
 - (i) under clause 20.4(a)(ii), the parties may accept the recommendation or clause 20.5(a) will apply; or
 - (ii) under clause 20.4(a)(iii) that the Dispute is not suitable for expert determination, the parties may agree to have the Dispute determined in accordance with clause 20.9, however if the parties have not so agreed within 5 Business Days of the Recommendation, clause 20.5 will apply.

20.5 Expert determination

- (a) Any Dispute which is referred to expert determination by a Notice of Dispute will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by Schedule A24 to this Contract.
- (b) Both parties must promptly make available to the Expert all such additional information, access to the Construction Site and appropriate facilities, as the Expert may require for the purposes of making a determination on the Dispute.
- (c) The parties agree that, to the extent permitted by law:
 - (i) the powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* NSW are not conferred on the Expert; and
 - (ii) the Expert has no power to make a binding or non-binding determination or any award in respect of a Dispute 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 expert determination.
- (d) Within 50 Business Days after the Expert has been appointed, or within such other period as may be proposed by the Expert and approved by both parties, the Expert must give its determination in writing, which must be reasoned and must state that it is given under this clause 20.5. The determination will be immediately binding on both parties, who must give effect to it unless and until it is revised, overturned or otherwise changed in an amicable settlement or a court judgment or an arbitral award made in court proceedings or an arbitration pursuant to this clause 20.

20.6 Notice of dissatisfaction

- (a) If:
 - (i) either party is dissatisfied with a determination made by an Expert under clause 20.5, then either party may, within 10 Business Days after receiving the determination, give notice to the other party of its dissatisfaction; or
 - (ii) an Expert fails to give its determination within a period of 50 Business Days after the Expert has been appointed by the parties (or within such other period as may be proposed by the Expert and approved by both parties) then either party may, within 10 Business Days after this period has expired, give a notice of dissatisfaction to the other party,

(Notice of Dissatisfaction).

- (b) A Notice of Dissatisfaction issued under this clause 20.6 must:
 - (i) state that it is given under this clause 20.6; and
 - (ii) set out the matter in Dispute and the reason(s) for dissatisfaction.
- (c) Except as stated in clause 20.4, neither party will be entitled to commence court proceedings or arbitration in respect of the Dispute unless a Notice of Dissatisfaction has been given in accordance with this clause 20.6.

20.7 Final and binding decision

- (a) If an Expert has made a determination as to a Dispute, and no Notice of Dissatisfaction has been given by either party under clause 20.6, within 10 Business Days after it received the Expert's determination, then the determination will become final and binding upon both parties.
- (b) Once a determination of an Expert has become final and binding under clause 20.7(a), neither party will be entitled to challenge the determination on any basis.

20.8 Amicable settlement

Where a Notice of Dissatisfaction has been given under clause 20.6, both parties must attempt to settle the Dispute amicably before the commencement of any further proceedings. However, unless both parties agree otherwise, if no amicable settlement has been reached within 15 Business Days after the day on which the Notice of Dissatisfaction was given, the Dispute will be determined in accordance with clause 20.9 whether or not the parties have met and attempted to settle the dispute amicably.

20.9 Litigation or arbitration

Where this clause applies, the Principal in its absolute discretion, may within 5 Business Days:

- (a) after the expiry of the 15 Business Day period referred to in clause 20.8; or
- (b) following agreement under clause 20.4(d)(ii), (as applicable) issue a notice to the SSJ Contractor stating that the Dispute is to be determined by litigation pursuant to court proceedings. If the Principal does not issue such a notice within the 5 Business Day period, the Dispute will be referred to arbitration.

20.10 Arbitration rules

- (a) Any arbitration conducted in relation to a Dispute will be conducted in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration known as the ACICA Arbitration Rules.
- (b) The seat of the arbitration will be Sydney, Australia.
- (c) The language of the arbitration will be English.
- (d) The parties agree:
 - (i) that they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any Dispute;

- (ii) that any arbitration conducted pursuant to this clause will not necessarily mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitral tribunal; and
- (iii) that in conducting the arbitration, the arbitral tribunal must take into account the matters set out above, particularly in deciding issues such as:
 - (A) the number of written submissions that will be permitted;
 - (B) where appropriate, the length of written submissions;
 - (C) the extent of document discovery permitted, if any;
 - (D) the consolidation of proceedings, when requested;
 - (E) the joinder of parties, when requested;
 - (F) the length of any hearing, if any; and
 - (G) the number of experts, if any, each party is permitted to appoint.
- (e) The parties agree that:
 - (i) subject to clause 20.11, the arbitral tribunal will have the power to grant all legal, equitable and statutory remedies, except punitive damages; and
 - (ii) section 24 of the *International Arbitration Act* 1974 (Cth) will apply in an international arbitration context.
- (f) The arbitral tribunal has the power, on the application of any party to this arbitration agreement, to allow a third party who the arbitral tribunal considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party hereby consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitral tribunal has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.
- (g) Any award of the arbitral tribunal will be final and binding upon the parties.
- (h) This arbitration agreement will be governed by and must be construed according to the laws applying in New South Wales.

20.11 **Exclusion from determination or award**

- (a) The powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act* 2002 (NSW) are not conferred on an arbitral tribunal appointed in accordance with this clause 20.
- (b) The arbitral tribunal 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 arbitral tribunal.

20.12 **Payments**

The Principal may withhold payment of that part of any amount which is the subject of a Dispute.

20.13 **SSJ Contractor to continue performing obligations**

Despite the existence of any Dispute the SSJ Contractor must:

- (a) continue to perform the SSJ Contractor's Activities; and
- (b) perform its other obligations under this Contract.

20.14 **Urgent relief**

Nothing in this clause 20 will prejudice the right of a party to seek urgent injunctive or declaratory relief from a court.

20.15 **Dispute under related contracts**

The parties acknowledge and agree that:

- (a) the provisions of this clause 20 will not apply to any dispute, difference, controversy or claim between one or both of the parties and the Independent Certifier which is to be resolved under the provisions of the Independent Certifier Deed;
- (b) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to the Independent Certifier Deed;
- (c) the provisions of this clause 20 will not apply to any dispute, difference, controversy or claim between the parties which is to be resolved under the SSJ Operator Cooperation and Integration Deed;
- (d) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to the SSJ Operator Cooperation and Integration Deed; and
- (e) where the Dispute is a Common Dispute, as that term is defined in clause 7 of Schedule E4, then this clause 20 will apply subject to the provisions of clause 7 of Schedule E4.

20.16 **Survive termination**

This clause 20 will survive termination of this Contract.

21. **LIABILITY**

21.1 **Limitation of Liability**

■ [REDACTED]
[REDACTED]
■ [REDACTED]
■ [REDACTED]

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[REDACTED]

[REDACTED]
[REDACTED]

(h) [REDACTED]
[REDACTED]

(i) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]

21.2 **Exclusion of proportionate liability scheme**

- (a) To the extent permitted by Law, Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under this Contract whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- (b) Without limiting clause 21.2(a), the rights, obligations and liabilities of the Principal and the SSJ Contractor under this Contract with respect to proportionate liability are as specified in this Contract and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

21.3 **SSJ Contractor not to apply proportionate liability scheme**

To the extent permitted by Law:

- (a) the SSJ 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 SSJ Contractor (whether in contract, tort or otherwise); and
- (b) 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 SSJ Contractor (whether in contract, tort or otherwise), the SSJ Contractor will indemnify the Principal against any Loss which the Principal is not able to recover from the SSJ Contractor because of the operation of Part 4 of the *Civil Liability Act 2002* (NSW).

21.4 **Subcontracts**

The SSJ Contractor must:

- (a) in each Subcontract into which it enters for the carrying out of the SSJ Contractor's Activities 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
- (b) require each Subcontractor to include, in any further contract that it enters into with a third party for the carrying out of the SSJ Contractor's Activities, 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.

21.5 Insurance requirements

The SSJ Contractor must ensure that all policies of insurance covering third party liability which it is required by this Contract to effect or maintain (including the policies set out in clauses 18.6, 18.7 and 18.9):

- (a) cover the SSJ Contractor for potential liability to the Principal assumed by reason of the exclusion of Part 4 the *Civil Liability Act 2002* (NSW); and
- (b) do not exclude any potential liability the SSJ Contractor may have to the Principal under or by reason of this Contract.

21.6 Provisions Limiting or Excluding Liability

Any provision of this Contract which seeks to limit or exclude a liability of the Principal or the SSJ Contractor is to be construed as doing so only to the extent permitted by Law.

22. GENERAL

22.1 Notices generally

- (a) Wherever referred to in this clause, **Notice** means each communication (including each notice, consent, approval, request and demand) under or in connection with this Contract.
- (b) At any time and from time to time, the Principal's Representative may notify the SSJ Contractor that a PDCS will be used for giving Notices under or in connection with this Contract. The Principal's Representative's notice will set out:
 - (i) the name of the relevant PDCS;
 - (ii) the commencement date for use of the PDCS;
 - (iii) any password, login details or similar information required for the SSJ Contractor to use the PDCS;
 - (iv) any requirements for specific notices (eg notices of Claims);
 - (v) the name and contact details of any additional person which the Principal's Representative nominates for receipt of Notices under this Contract; and
 - (vi) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (ba) At any time and from time to time, the Principal's Representative may notify the SSJ Contractor that a PDCS will not be used for giving certain Notices under or in connection with this Contract. The Principal's Representative's notice will state that such Notices will be given in accordance with clause 22.1(c)(i).
- (c) Each Notice must:

- (i) before the date referred to in clause 22.1(b)(ii) or where clause 22.1(ba) applies:
- (A) be in writing;
 - (B) be addressed:
 - (aa) in the case of a Notice from the SSJ Contractor, to the Principal's Representative and any additional person notified by the Principal in writing; or
 - (bb) in the case of a Notice from the Principal, to the SSJ Contractor's Representative; or
 - (C) comply with any requirements for specific notices (eg notices of Claims) specified by the Principal in writing;
 - (D) be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party; and
 - (E) be delivered or posted to the relevant address or sent to the email address shown below (or to any new address or email address notified by the intended recipient):

(aa) to the Principal:

Address: Level 43, 680 George Street
Sydney NSW 2000

Email: [REDACTED]

Attention : [REDACTED]

Any Notice in relation to a Claim or a Dispute must also be addressed to the Deputy General Counsel – Sydney Metro and sent to [REDACTED]

(bb) to the Principal's Representative:

Address: Level 43, 680 George Street
Sydney NSW 2000

Email: [REDACTED]

Attention : [REDACTED]

Any Notice in relation to a Claim or a Dispute must also be addressed to the Deputy General Counsel – Sydney Metro and sent to [REDACTED]

(cc) to the SSJ Contractor:

Address: Level 4, 100 Arthur Street, North Sydney
NSW 2060

Email: [REDACTED]

Attention: [REDACTED] the SSJ Contractor's
Representative

- (ii) on and from the commencement date for use of the PDCS referred to in clause 22.1(b)(ii) and other than where clause 22.1(ba) applies:
 - (A) be sent through the PDCS in accordance with the requirements set out in clause 22.1(e) and:
 - (aa) in the case of a Notice from the SSJ Contractor, be addressed to the Principal's Representative and any additional person notified in accordance with clause 22.1(b)(v) and comply with any requirements notified in accordance with clause 22.1(b)(iv); or
 - (bb) in the case of a Notice from the Principal, be addressed to the SSJ Contractor's Representative; or
 - (B) in circumstances where the PDCS is temporarily disabled or not operating, be issued in accordance with clause 22.1(c)(i).
- (d) A communication is taken to be received by the addressee:
 - (i) (in the case of a Notice sent through the PDCS) at the time recorded on the PDCS as being the time at which the Notice was sent;
 - (ii) (in the case of prepaid post sent to an address in the same country) 2 Business Days after the date of posting;
 - (iii) (in the case of international post) 7 Business Days after the date of posting;
 - (iv) (in the case of delivery by hand) on delivery; and
 - (v) (in the case of email):
 - (A) if it is transmitted by 5.00 pm (Sydney time) on a Business Day – on that Business Day; or
 - (B) if it is transmitted after 5.00 pm (Sydney time) on a Business Day, or on a day that is not a Business Day – on the next Business Day,
 - (C) provided that if the communication is received on a day which is not a Business Day or after 5.00pm on a Business Day, it is deemed to be received at 9.00am on the next Business Day.
- (e) With respect to Notices sent through the PDCS:
 - (i) all Notices must be submitted by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
 - (ii) only the text in any Notice, or subject to paragraph 22.1(e)(iii), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and

- (iii) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
 - (A) .pdf format;
 - (B) a format compatible with Microsoft Office; or
 - (C) such other format as may be agreed between the parties in writing from time to time.
- (f) The SSJ Contractor must:
 - (i) ensure that it has internet access which is sufficient to facilitate use of the full functionality of the PDCS;
 - (ii) ensure that relevant personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
 - (iii) ensure all relevant personnel attend all necessary training required by the Principal's Representative;
 - (iv) advise the Principal's Representative of which personnel require access to the PDCS;
 - (v) at all times, ensure that it has access to personnel trained in the use of the PDCS so as to be able to view, receive and submit communications (including Notices) using the PDCS; and
 - (vi) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send all communications which have been issued pursuant to clause 22.1(c)(ii)(B) to the Principal's Representative through the PDCS.

The Principal has no liability for any losses the SSJ Contractor may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS, and the SSJ Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim against the Principal arising out of or in connection with the SSJ Contractor's access to or use of the PDCS or any failure of the PDCS.

22.2 **Governing Law**

This Contract is governed by and will be construed according to the Laws of New South Wales.

22.3 **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 Contract by the Principal will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by Law or under this Contract.
- (b) Any waiver or consent given by the Principal under this Contract will only be effective and binding on the Principal if it is given or confirmed in writing by the Principal.
- (c) No waiver by the Principal of:

- (i) a breach of any term of this Contract; or
- (ii) any other failure by the SSJ Contractor to comply with a requirement of this Contract, including any requirement to give any notice which it is required to give in order to preserve its entitlement to make any Claim against the Principal,

will operate as a waiver of another breach of that term or failure to comply with that requirement or of a breach of any other term of this Contract or failure to comply with any other requirement of this Contract.

22.4 Assignment and Change in Control

(a) Change in control of an entity that comprises the SSJ Contractor

- (i) Subject to the terms of this clause 22.4(a), the SSJ Contractor must ensure that there is no Change in Control of any entity that comprises the SSJ Contractor without the prior written consent of the Principal (which must not be unreasonably withheld).
- (ii) The SSJ Contractor must notify the Principal in writing of any Change in Control of any entity that comprises the SSJ Contractor, and provide:
 - (A) full details of the Change in Control, including the acquisition of voting power, the change in equity interests or any other event which will cause or constitute the Change in Control; and
 - (B) all other information necessary for the Principal to determine whether to exercise its rights under clause 22.4(a)(iv), in relation to the Change in Control of the relevant entity that comprises the SSJ Contractor.
- (iii) The Principal's approval is not required for a Change in Control arising from:
 - (A) a transfer of any share or unit or other interest in the nature of equity which is listed on a recognised stock exchange; or
 - (B) any transfer of a share or unit or other interest in the nature of equity by a person to a Related Body Corporate of that person, provided the SSJ Contractor gives the Principal prior written notice of the transfer.
- (iv) The Principal will be deemed to be acting reasonably if it withholds its approval to a Change in Control of an entity that comprises the SSJ Contractor where the Principal is of the reasonable opinion that:
 - (A) the person or entity which will exercise Control of the SSJ Contractor or the relevant entity that comprises the SSJ Contractor:
 - (aa) is not solvent and reputable;
 - (bb) has an interest or duty which conflicts in a material way with the interests of the Principal; or
 - (cc) is involved in a business or activity which is incompatible, or inappropriate, in relation to Sydney Metro City & Southwest; or

- (B) as a result of the Change in Control, the SSJ Contractor will no longer:
 - (aa) have sufficient expertise and ability; or
 - (bb) be of sufficiently high financial and commercial standing, to properly carry out the obligations of the SSJ Contractor under this Contract.
- (v) If a Change in Control of any entity that comprises the SSJ Contractor occurs without the permission of the Principal (other than a Change in Control permitted under clause 22.4(a)(iii)), the SSJ Contractor acknowledges that the Principal may terminate this Contract by notice in writing to the SSJ Contractor.
- (vi) The Principal's approval of a Change in Control of any entity that comprises the SSJ Contractor will not relieve the SSJ Contractor of any of its obligations under this Contract.

(b) Change in control of a Parent Company Guarantor

- (i) Subject to the terms of this clause 22.4(b), the SSJ Contractor must ensure that there is no Change in Control of a Parent Company Guarantor without the prior written consent of the Principal (which must not be unreasonably withheld).
- (ii) The SSJ Contractor must notify the Principal in writing of any Change in Control of a Parent Company Guarantor, and provide:
 - (A) full details of the Change in Control, including the acquisition of voting power, the change in equity interests or any other event which will cause or constitute the Change in Control; and
 - (B) all other information necessary for the Principal to determine whether to exercise its rights under clause 22.4(b)(iv), in relation to the Change in Control of that Parent Company Guarantor.
- (iii) The Principal's approval is not required for a Change in Control arising from:
 - (A) a transfer of any share or unit or other interest in the nature of equity which is listed on a recognised stock exchange; or
 - (B) any transfer of a share or unit or other interest in the nature of equity by a person to a Related Body Corporate of that person, provided the SSJ Contractor gives the Principal prior written notice of the transfer.
- (iv) The Principal will be deemed to be acting reasonably if it withholds its approval to a Change in Control of a Parent Company Guarantor where the Principal is of the reasonable opinion that:
 - (A) the person or entity which will exercise Control of the relevant Parent Company Guarantor:
 - (aa) is not solvent and reputable;

- (bb) has an interest or duty which conflicts in a material way with the interests of the Principal; or
- (cc) is involved in a business or activity which is incompatible, or inappropriate, in relation to Sydney Metro City & Southwest; or
- (B) as a result of the Change in Control, the relevant Parent Company Guarantor will no longer:
 - (aa) have sufficient expertise and ability; or
 - (bb) be of sufficiently high financial and commercial standing, to properly carry out the obligations of the Parent Company Guarantor under the relevant Parent Company Guarantee.
- (v) If a Change in Control of a Parent Company Guarantor occurs without the permission of the Principal (other than a Change in Control permitted under clause 22.4(b)(iii)), the SSJ Contractor acknowledges that the Principal may terminate this Contract by notice in writing to the SSJ Contractor.
- (vi) The Principal's approval of a Change in Control of a Parent Company Guarantor will not relieve the CSM Contractor of any of its obligations under this Contract.

(c) Assignment by the SSJ Contractor

The SSJ Contractor cannot assign, transfer or novate any of its rights or liabilities under this Contract without the prior written consent of the Principal and except on such terms as are determined in writing by the Principal.

(d) Assignment and Novation by the Principal

- (i) Without limiting clause 22.20, the Principal may assign, novate or otherwise transfer this Contract, its interest in the subject matter of this Contract or any right under this Contract.
- (ii) The SSJ Contractor agrees to such assignment, novation or transfer such that no further consent is required.
- (iii) In the case of a novation by the Principal under this clause:
 - (A) the Principal will be released from its obligations under this Contract and the respective rights of the Principal and the SSJ Contractor against one another under this Contract will cease;
 - (B) the novated agreement will be on the same terms as this Contract, such that the incoming party and the SSJ Contractor will assume the same obligations to one another and acquire the identical rights against one another as the rights and obligations discharged under clause 22.4(d)(iii)(A), except that the incoming party replaces the Principal for all purposes under the agreement; and
 - (C) the SSJ Contractor consents to the disclosure by or on behalf of the Principal to the incoming party of their confidential information for the purposes of the novation.

- (iv) The Principal may at any time enter into any subcontracting, delegation or agency agreements or arrangements in relation to any of its functions.

22.5 Entire Agreement

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

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

22.6 Joint and Several Liability

- (a) The rights and obligations of the Principal and the SSJ Contractor, if more than one person, under this Contract, are joint and several.
- (b) Each person constituting the SSJ Contractor acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this Contract) of the other as if those acts or omissions were its own and the Principal may proceed against any or all of them.

22.7 Severability

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

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

22.8 Indemnities to Survive

- (a) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Contract.
- (b) Nothing in this clause 22.8 prevents any other provision of this Contract, as a matter of interpretation also surviving the termination of this Contract.
- (c) It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Contract.

■ [REDACTED]

■ [REDACTED]

[REDACTED]

22.9 Stamp Duty and Other Fees

The SSJ Contractor must pay all stamp duties and other fees payable in respect of the execution of this Contract and the performance of its obligations in respect of this Contract.

22.10 Taxes

Without limiting clause 7 but subject to clause 16.12, the SSJ Contractor must pay all Taxes that may be payable in respect of the SSJ Contractor's Activities, including any customs duty or tariff, and primage applicable to imported materials, plant and equipment required for the SSJ Contractor's Activities.

22.11 Confidentiality

- (a) Subject to clause 22.11(b), the SSJ Contractor must:
 - (i) keep confidential this Contract, all Information Documents and any information relating to the SSJ Contractor's Activities and any discussions concerning this Contract or any Information Documents;
 - (ii) not use the information referred to in sub paragraph (a)(i) except as necessary for the performance of the SSJ 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 SSJ Contractor is not obliged to keep confidential any information:
 - (i) which is in the public domain through no default of the SSJ 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 SSJ Contractor is a party.
- (c) The SSJ Contractor must:
 - (i) execute and submit to the Principal within 14 days of the date of this Contract a Confidentiality Undertaking in the form of Schedule B7;
 - (ii) ensure that all employees of the SSJ 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 to the SSJ Contractor execute and submit a Confidentiality Undertaking to the Principal.
- (d) The SSJ Contractor acknowledges that the Principal may disclose this Contract (and information concerning the terms of this Contract) under or in accordance with any one or more of the following:
 - (i) the *Government Information (Public Access) Act 2009* (NSW);
 - (ii) to satisfy the disclosure requirements of the New South Wales Auditor General or to satisfy the requirements of Parliamentary accountability; and
 - (iii) any other Law.
- (e) The SSJ Contractor must provide to the Principal any other information which the Principal reasonably requires to comply with its obligations under the items referred to in clause 22.11(d).

22.12 **Principal May Act**

- (a) The Principal may, either itself or by a third party, perform an obligation under this Contract that the SSJ Contractor was obliged to perform but which it failed to perform.
- (b) The costs, Losses, liabilities, expenses and damages suffered or incurred by the Principal in so performing such an obligation will be a debt due from the SSJ Contractor to the Principal.
- (c) Where the Principal or the Principal's Representative is entitled under this Contract to exercise any right or power to:
 - (i) direct or instruct the SSJ 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.
- (d) Where the Principal or the Principal's Representative does exercise any such right or power, the SSJ Contractor remains responsible for, controls and assumes the risk of all environmental, health and safety issues relating to the Project Works.

22.13 **Process Agent**

If the SSJ Contractor is a foreign company (as defined in the *Corporations Act 2001* (Cth)), the SSJ Contractor must:

- (a) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this Contract. The appointment must be in a form acceptable to the Principal and may not be revoked without the Principal's consent; and
- (b) obtain the process agent's consent to the appointment.

22.14 **Variations**

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

22.15 **Prior Work**

The SSJ Contractor agrees that the work in connection with the SSJ Contractor's Activities carried out by the SSJ Contractor prior to the date of this Contract will be deemed to be governed by the provisions of this Contract and will be deemed to be part of the SSJ Contractor's Activities and any payments made to the SSJ Contractor by the Principal prior to the date of this Contract in respect of the SSJ Contractor's Activities will be treated as part payments of the amount required to be paid by the Principal under this Contract.

22.16 **Counterparts**

This Contract may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

22.17 **Personal Property Securities Act**

- (a) By signing this Contract, the SSJ Contractor acknowledges and agrees that if this Contract and the transactions contemplated by it, operate as, or give rise to, a security interest for the purposes of the PPS Law (**Security Interest**), the SSJ Contractor must do anything (including amending this Contract or any other document, executing any new terms or any other document, obtaining consents, getting documents completed and signed and supplying information) that the Principal considers necessary under or as a result of the PPS Law for the purposes of:
 - (i) ensuring that the Security Interest is enforceable, perfected or otherwise effective and has the highest priority possible under PPS Law;
 - (ii) enabling the Principal to apply for any registration, or give any notification, in connection with the Security Interest, including the registration of a financing statement or financing change statement; or
 - (iii) enabling the Principal to exercise rights in connection with the Security Interest and this Contract.
- (b) If Chapter 4 of the PPS Act applies to the enforcement of the Security Interest, the SSJ 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 SSJ Contractor:
 - (i) acknowledges that the Security Interests created under or pursuant to this Contract relate to collateral and all proceeds in respect of that collateral (until the Principal is paid in full for the collateral);
 - (ii) acknowledges that to the maximum extent permitted by law, it waives any right to receive a verification statement under the PPS Law in respect of the Security Interest; and
 - (iii) undertakes it will not register a financing change statement without the prior written consent of the Principal.

- (d) The parties agree that neither of them will disclose information of the kind referred to in section 275(1) of the PPS Act and that this clause constitutes a confidentiality agreement within the meaning of the PPS Law.
- (e) The SSJ 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.

22.18 **Vienna Convention**

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract.

22.19 **No Merger**

Terms contained in this Contract which are capable of taking effect, or capable of continuing after Completion, will remain in full force and effect and will not merge on Completion.

22.20 **Transfer of Functions or NSW Public Transport Assets**

- (a) The parties acknowledge that:
 - (i) a Public Transport Agency may be reconstituted, renamed, dissolved, replaced or restructured and that some or all of the powers, functions, assets, rights, liabilities or responsibilities of a Public Transport Agency may be transferred to or vested in another entity;
 - (ii) if a Public Transport Agency is reconstituted, renamed, dissolved, replaced or restructured or if some or all of a Public Transport Agency's powers, functions, rights or responsibilities are transferred to or vested in another entity, then unless notified by the Public Transport Agency, references in this Contract to that party (as the case may be) must, subject to any facilitative legislation, be deemed to refer, as applicable, to the reconstituted, renamed, restructured or new entity or entity replacing that Public Transport Agency to the extent that the entity has assumed or has had transferred to it or vested in it those powers, functions, rights or responsibilities; and
 - (iii) a Public Transport Agency may be required to or may, at its absolute discretion, elect to (including as a result of changes to New South Wales Government policy or directions) acquire, or dispose of, any property or assets.
- (b) The SSJ Contractor acknowledges and agrees that it must, to the extent required by a Public Transport Agency and without limiting any facilitative legislation, negotiate in good faith any variations required to this Contract, or any replacement agreement or agreements for this Contract to give effect to a Public Transport Agency being reconstituted, renamed, dissolved, replaced or restructured.
- (c) The SSJ Contractor will be taken for all purposes to have consented to, and will not have, and no Public Transport Agency will be liable for, any claim as a result of any action, matter or circumstance referred to in, or contemplated by clause 22.20.
- (d) For the purposes of this clause 'another entity' means a government or semi-government entity including any agency, statutory corporation, statutory authority, department or state owned corporation.

23. NOTIFICATION OF CLAIMS

23.1 Notice of Change

If a direction by the Principal's Representative, other than a "Change Order" under clause 11.2, constitutes or involves a Change, the SSJ 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 A1 of receiving the direction and before commencing work on the subject matter of the direction, give notice to the Principal's Representative, as required under clause 23.3(a), that it considers the direction constitutes or involves a Change;
- (b) within the time specified in Schedule A1, submit a written Claim to the Principal's Representative, which includes the details required by clause 23.3(b); and
- (c) continue to carry out the SSJ Contractor's Activities in accordance with this Contract and all directions of the Principal's Representative, including any direction in respect of which notice has been given under this clause 23.1.

23.2 Notice of Other Claims

If the SSJ Contractor wishes to make any Claim (other than an Excluded Claim) against the Principal in respect of any direction of the Principal's Representative or any other event, circumstance, act, omission, fact, matter or thing (including a breach of this Contract by the Principal) under, arising out of, or in any way in connection with, this Contract, the SSJ Contractor's Activities or the Project Works, including anything in respect of which:

- (a) it is otherwise given an express entitlement under this Contract; or
- (b) this Contract expressly provides that:
 - (i) specified costs are to be added to any component of the Contract Price; or
 - (ii) any component of the Contract Price will be otherwise increased or adjusted, as determined by the Principal's Representative,

the SSJ Contractor must give the Principal's Representative:

- (c) the notice required by clause 23.3(a); and
- (d) a Claim in accordance with clause 23.3(c).

23.3 Prescribed Notices

- (a) Any written notice referred to in clauses 23.1(a) and 23.2(c) must:
 - (i) be provided not later than the time specified in Schedule A1 after the SSJ Contractor:
 - (A) receives the direction (in respect of a notice under clause 23.1(a)); or
 - (B) first becoming aware (or when it ought reasonably to have first become aware) of the event, circumstance, act, omission, fact,

matter or thing which gave rise to the alleged entitlement (in respect of a notice under clause 23.2(c)); and

- (ii) expressly specify:
 - (A) that the SSJ 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 23.1(b) must include:
 - (i) detailed particulars, including the date or dates, of the direction, including any related event, circumstance, act, omission, fact, matter or thing upon which the Claim is based;
 - (ii) the provisions of this Contract or other legal basis upon which the Claim is based; and
 - (iii) details of the amount claimed and how it has been calculated.
- (c) Any written Claim referred to in clause 23.2(d) must:
 - (i) be provided not later than the time specified in Schedule A1; and
 - (ii) include:
 - (A) detailed particulars, including the date or dates, of the direction, event, circumstance, act, omission, fact, matter or thing upon which the Claim is based;
 - (B) the legal basis for the Claim, whether based on a term of this Contract or otherwise, and if based on a term of this Contract, clearly identifying the specific term;
 - (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.
- (d) Clauses 23.1(b) and 23.2(d) are subject to the provisions of clause 14.21(e).

23.4 Register of potential claims

The SSJ Contractor must maintain and keep an updated register of potential Claims that have been the subject of a notice issued by the SSJ Contractor under clauses 23.1(a) and 23.3(a) and provide a copy of this register to the Principal's Representative at least 3 Business Days in advance of each meeting of the Management Review Group. This register must be in a form acceptable to the Principal and must include, for each potential Claim, the claim number, a brief description, the date of the potential Claim, any agreed next steps and the status of such next steps.

23.5 Submission of Claims

- (a) Claims submitted by the SSJ Contractor under clauses 23.1(b) and 23.2(d) will be considered in the first instance by the Principal's Representative who may accept or reject the Claim in part or in full.

- (b) If within 20 Business 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 20th Business Day.

23.6 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 SSJ Contractor must continue to give the information required by clause 23.3(b) or 23.3(c) every 20 Business Days after the written Claim under clause 23.1(b) or 23.2(d) (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.

23.7 Bar

If the SSJ Contractor fails to comply with clauses 7.1, 7.2, 7.3, 7.4, 7.5, 15.8, 23.1, 23.2, 23.3 or 23.6:

- (a) the Principal will not be liable upon any Claim by the SSJ Contractor; and
- (b) the SSJ 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.

23.8 Other Provisions Unaffected

Nothing in clauses 23.1 to 23.7 will limit the operation or effect of any other provision of this Contract that requires the SSJ Contractor to give notice to the Principal's Representative in order to preserve an entitlement to make a Claim against the Principal.

24. REPRESENTATIONS AND WARRANTIES

24.1 Principal representations and warranties

The Principal represents and warrants for the benefit of the SSJ Contractor that:

- (a) it is a statutory body validly constituted and existing under the Transport Administration Act 1988 (NSW);
- (b) it has or will have in full force and effect all authorisations necessary under its constituent legislation to enter into and perform its obligations under this Contract (or will have them in full force and effect at the time the obligation is to be performed);
- (c) the Contract constitutes a valid and legally binding obligation on it in accordance with its terms; and
- (d) the execution, delivery and performance of the Contract does not violate any law, or any document or agreement to which it is a party or which is binding on it or its assets.

24.2 SSJ Contractor Representations and Warranties

The SSJ Contractor represents and warrants for the benefit of the Principal that:

- (a) is duly registered and remains in existence;
- (b) the execution, delivery and performance of the Contract does not violate any law, or any document or agreement to which it is a party or which is binding on it or any of its assets;
- (c) it has taken all action required to enter into the Contract and to authorise the execution and delivery of the Contract and the satisfaction of its obligations under it;
- (d) the Contract constitutes a valid and legally binding obligation of it in accordance with its terms;
- (e) it subsists and is properly constituted;
- (f) it is not the trustee or responsible entity of any trust, nor does it hold any property subject to or impressed by any trust;
- (g) it does not have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise);
- (h) there has been no material change in the financial condition of the SSJ Contractor (since the date of its last audited accounts) which would prejudice the ability of the SSJ Contractor to perform its obligations under the Contract;
- (i) the most recently published financial statements of the SSJ Contractor has been prepared on a basis consistently applied and using accounting principles which are generally accepted and give a true and fair view of the financial condition of the SSJ Contractor;
- (j) the SSJ Contractor is not aware of any material facts or circumstances that have not been disclosed to the Principal and which might, if disclosed, materially adversely affect the decision of a prudent person considering whether or not to enter into this contract with the SSJ Contractor; and
- (k) no litigation, arbitration, mediation, conciliation, criminal or administrative procedures are current, pending or to its knowledge, threatened, which, if adversely determined, would or could have a material adverse effect upon it or its ability to perform its financial or other obligations under the Contract.

24.3 Repetition of representation and warranties

The representations and warranties contained in clauses 24.2(h), 24.2(i), 24.2(j) and 24.2(k) are made on the date of this Contract. Each other representation and warranty contained in this clause 24:

- (a) is made on the date of this Contract; and
- (b) will be deemed to be repeated on each anniversary of the date of this Contract, with reference to the facts and circumstances then subsisting.

EXECUTED as a Deed.

EXECUTED by **TRANSPORT FOR NSW**
(ABN 18 804 239 602) by its authorised
delegate, in the presence of:

Signature of authorised delegate

Signature of witness

Name

Name

Signed, sealed and delivered for and on
behalf of **John Holland Pty Ltd (ABN 11 004**
282 268) under power of attorney in the
presence of):

Signature of witness

Signature of attorney

Full name of witness

Date of power of attorney

Address of witness

Executed by **Laing O'Rourke Australia Construction Pty Ltd (ABN 39 112 099 000)** in accordance with section 127 of the *Corporations Act 2011* (Cth):

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

Schedule 2

Amendments to Schedule A1

Schedule A1 is amended as set out in the attached mark-up against the form of Schedule A1 included in Schedule 2 of the First SSJ Amendment Deed.

SCHEDULE A1. – CONTRACT PARTICULARS

Acoustics Advisor: (Definition of 'Acoustics Advisor' and clause 14.8)	To be confirmed by the Principal.
Designer (Definition of 'Designer', clause 1.1)	(a) Aurecon Australasia Pty Ltd and GHD Pty Ltd; (b) Hassell Ltd and Weston Williamson Pty Ltd; and (c) Siemens <u>Mobility Pty</u> Ltd.
Environmental Representative: (Definition of 'Environmental Representative' and clause 14.7)	[REDACTED] of Healthy Buildings International Pty Limited (ABN 39 003 270 693)
Executive Negotiators: (Definition of 'Executive Negotiators' and Clause 20.4)	Principal: (a) Sydney Metro City & Southwest Project Director SSJ Contractor: (a) Laing O'Rourke Australia Construction Pty Ltd: [REDACTED] (b) John Holland Pty Ltd: [REDACTED]
Interface Contractors: (Definition of 'Interface Contractors')	(a) the Operator; (b) the TSE Contractor; (c) the SSC Contractor; (d) the LWC Contractor; (e) the TSOM Contractor; and (f) Sydney Trains.
Percentage to be applied for Management Fee (Delivery Phase): (Definition of 'Management Fee (Delivery Phase)', clause 5.5)	[REDACTED]
Percentage to be applied for Management Fee (Provisional Sums): (Definition of 'Management Fee (Provisional Sums)')	[REDACTED]
Parent Company Guarantor: (Definition of 'Parent Company Guarantor, Clause 6.8)	John Holland Group Pty Ltd ABN 37 050 242 147 Laing O'Rourke Australia Pty Ltd ABN 71 111 023 431

Principal's

Representative:

(Definition of 'Principal's Representative')

Self-Performed Margin:

(Definition of 'Self-Performed Margin', clause 1.1)

Share of Cost Overrun – percentage to be applied:

(Definition of 'Share of Cost Overrun', clauses 1.1 and 16.12)

Share of Savings – percentage to be applied:

(Definition of 'Share of Savings', clauses 1.1 and 16.12)

Signalling Designer:

(Definition of 'Signalling Designer')

Siemens [Mobility Pty Ltd](#) (ABN 98 004 347 889 [ACN 625 304 556](#)) of 885 Mountain View Highway, Bayswater, Victoria 3153.

SSJ Contractor:

(Definition of 'SSJ Contractor')

The unincorporated joint venture comprised of John Holland Pty Ltd (ABN 11 004 282 268) of 70 Trenerry Crescent, Abbotsford VIC 3067 and Laing O'Rourke Australia Construction Pty Ltd (ABN 39 112 099 000) of Level 4, 100 Arthur Street, North Sydney NSW 2060.

Target Cost:

(Definition of 'Target Cost')

Tendering Probity Plan:

(Definition of 'Tendering Probity Plan')

The appointment of the SSJ Contractor's probity auditor.

Procedures to ensure that:

- (a) none of the Tenderers for any of the Reimbursable Work has any arrangement or arrives at any understanding with any of the other Tenderers or with any employee of an association of which any of the Tenderers is a member about the work the subject of tender; and
- (b) without limitation, no Tenderer engages in:
 - (i) any discussion or correspondence with any such persons concerning the sum of money it is going to tender as its tender sum; or
 - (ii) any collusive tendering with any of the other Tenderers or any conduct or any arrangement or arrives at any understanding with any of the other Tenderers which in any way could have the effect of reducing the competitiveness of the tender process for the work and increasing the price.

Order of Precedence:

(Clause 1.4)

- (a) The Contract excluding the Schedules; then
- (b) the MRs; then

- (c) the SWTC; then
- (d) the remainder of the Schedules.

Number and form of copies of the work method statements:

(Clause 3.2(a)(ii)(H))

Three hard copies, one electronic copy in PDF and one electronic copy in native format.

Third Party Agreements:

(Clause 3.6(a)(iii)(A))

Draft Third Party Agreements

~~Roads and Maritime Works Authorisation Deed~~

~~of Amendment to the Sydney Trains Transition Agreement
SW3 & SW4 Construction Licence (as defined in Schedule E4)~~

Third Party Agreements

Roads and Maritime Works Authorisation Deed

Global Safety Interface Agreement

TransGrid Interface Agreement

Sydney Water Interface Agreement

SW1 & SW2 Construction Licence (as defined in Schedule E4)

SW3 & SW4 Construction Licence (as defined in Schedule E4)

Trade packages and Subcontractors:

(Clauses 12.4(c)(ii), and 12.12(a)(v))

Trade Package

Design, supply, installation, testing and commissioning of the public address system works (PA, LLPA) forming part of the Brownfield Works.

Design, supply, installation, testing and commissioning of the digital voice

announcement works forming part of the Brownfield Works

The supply of precise clocks and associated cable

termination in the equipment room works forming part of the Brownfield Works

Cable terminations in the equipment room, testing, and commissioning of the intruder alarm works forming part of the Brownfield Works, including integration into the existing Sydenham Station systems.

Subcontractor

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Subcontractors required to execute deed in the form of Schedule A8:

(Clause 12.7(c)(v)(A))

Subcontracts with an initial price of [REDACTED] or greater.

(Clause 12.7(c)(v)(B))

All Subcontractor engagements which include any element of Design Work.

Warranties required from

Subcontractors:
(Clause 12.9(a))

Refer to Schedule A5

**Management Review
Group representatives:**
(Clause 14.20(a))

The Management Review Group comprises:

- (a) the Principal's Representative;
- (b) any nominees of the Principal's Representative;
- (c) the SSJ Contractor's Representative;
- (d) a senior representative of the SSJ Contractor involved in the day to day SSJ Contractor's Activities;
- (e) representatives of any of the SSJ Contractor's Subcontractors which the Principal's Representative reasonably requires; and
- (f) any other person the Principal's Representative reasonably requires from time to time.

**Management Review
Group meeting times:**
(Clause 14.22(a)(i))

Monthly (unless otherwise directed by the Principal's Representative from time to time)

Losses:
(Clause 17.6(d)(ii))

[REDACTED]

**Person in Insolvency
Event:**
(Clause 19.4(a)(iii))

John Holland Group Pty Ltd ABN 37 050 242 147

Laing O'Rourke Australia Pty Ltd ABN 71 111 023 431

**Amount for termination
for convenience:**
(Clause 19.10(a)(i)(D))

[REDACTED]

Time for giving notices:
(Clauses 23.1(a) and
23.3(a))

10 Business Days

Time for written Claims:
(Clauses 23.1(b), 23.3(b)
and 23.3(c))

10 Business Days after the meeting of the Management Review Group at which the notice under clause 23.1(a) or 23.2(c) was considered.

Schedule 3

Amendments to Schedule A2

Schedule A2 is amended as set out in the attached mark-up against the form of Schedule A2 included in Schedule 3 of the First SSJ Amendment Deed.

SCHEDULE A2. – PORTIONS AND MILESTONES

(Clauses 1.1, 15.7, 15.8, 15.9, 15.11, 15.12, 15.16, 16.1(a)(ii)(J), 16.11(c) and 17.6(d))

1. PORTIONS**Table A2-1 Portions**

Portion	Description	Date for Construction Completion	Liquidated damages (clause 17.6(d)(i)) \$/day
Portion 1	Preparation and submission in accordance with the requirements of this Contract of the Design Documentation for Design Stage 3 for the Brownfield Rail Works (SWTC section 2.3.2.1), Sydenham Junction Works (SWTC section 2.3.2.2) and the Utility Service Works, excluding the signalling interlocking data required for the computer based interlocking.		
Portion 2	Handover of Station Services Building as detailed in SWTC section 2.3.1.1(b)(vii); the related cable containment system for the Operator as detailed in SWTC section 2.3.1.2(b)(i) and 2.3.1.2(b)(ii) in accordance with SWTC Appendix E1.		
Portion 3	Commissioning of the replacement computer based interlocking (CBI) for the Sydenham Junction Works, such that the existing route relay interlocking is fully replaced as detailed in SWTC section 2.3.2.2(c)(i).		
Portion 4	Transfer of existing Bankstown Line train services (Sydney Trains) from Platform 1&2 to Platform 3&4.		
Portion 5	Handover of the northern shunt-neck, eastern bypass road, and up & down metro track formations to north-east side of the scissor crossover,		

Portion	Description	Date for Construction Completion	Liquidated damages (clause 17.6(d)(i)) \$/day
	including all earthworks, structures, formation and drainage as detailed in SWTC section 2.3.1.2(b)(v)(A).		
Portion 6	Construction Completion and handover of all remaining Project Works to the Operator, except the works required for Portion 9.		
Portion 7	Handover of all works as detailed in item 4 and 5 of SWTC Appendix E03 (TSE Interface Schedule) to enable the Interface Contractor to construct the Transgrid suspended slab and tunnel dive structures.		
Portion 8	Handover of the Sydney Water Stormwater Drainage Works as detailed in SWTC section 2.3.4.		
Portion 9	<p>Testing and commissioning using interim primary power supply provided from an electrical distribution Authority or a local distribution network service provider of:</p> <ul style="list-style-type: none"> (a) the new low-voltage power provided under SWTC clause 2.3.1.1(ix); (b) lifts for the Metro Concourse; (c) earthing bonding and electrolysis system for the Sydney Metro Works; (d) ticketing systems for the Metro Station; and (e) building management system for the Metro Station. 		

Portion	Description	Date for Construction Completion	Liquidated damages (clause 17.6(d)(i)) \$/day
Portion 10	<u>Construction Completion and handover of the Traction Substation Site Preparation works described within SWTC Appendix F1.0 section 1.2.7</u>		
Portion 11	<u>Construction Completion and handover of all remaining Southwest Corridor Conversion Enabling Works described within SWTC Appendix F1.0</u>		

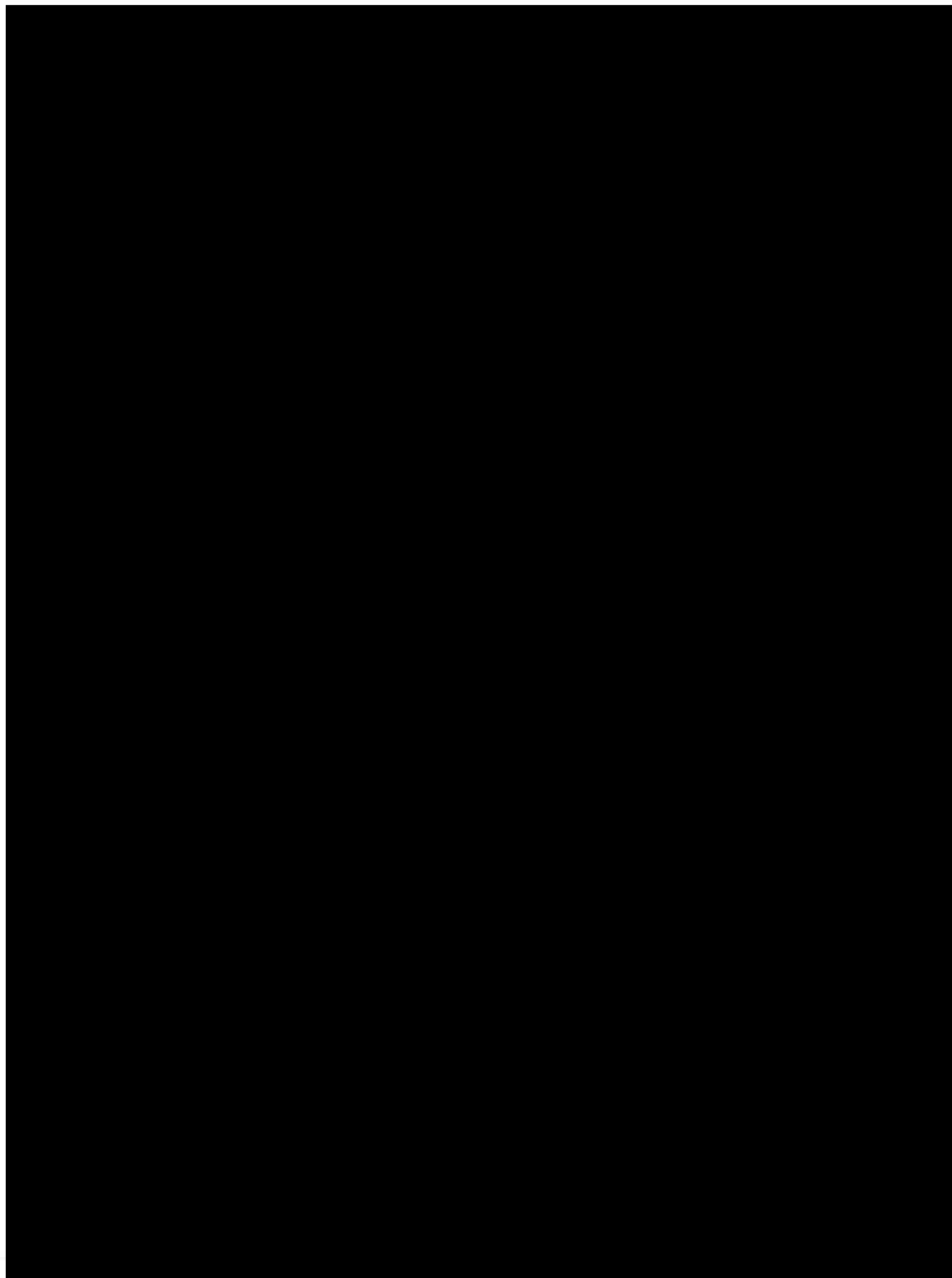
Where at any time the SSJ Contractor is liable for liquidated damages in respect of more than one Portion (each a "relevant Portion"), the SSJ Contractor's maximum aggregate liability to the Principal under clause 17.6(d)(i) in respect of any one day will be limited to the highest daily rate of liquidated damages which are at that time applicable to any relevant Portion.

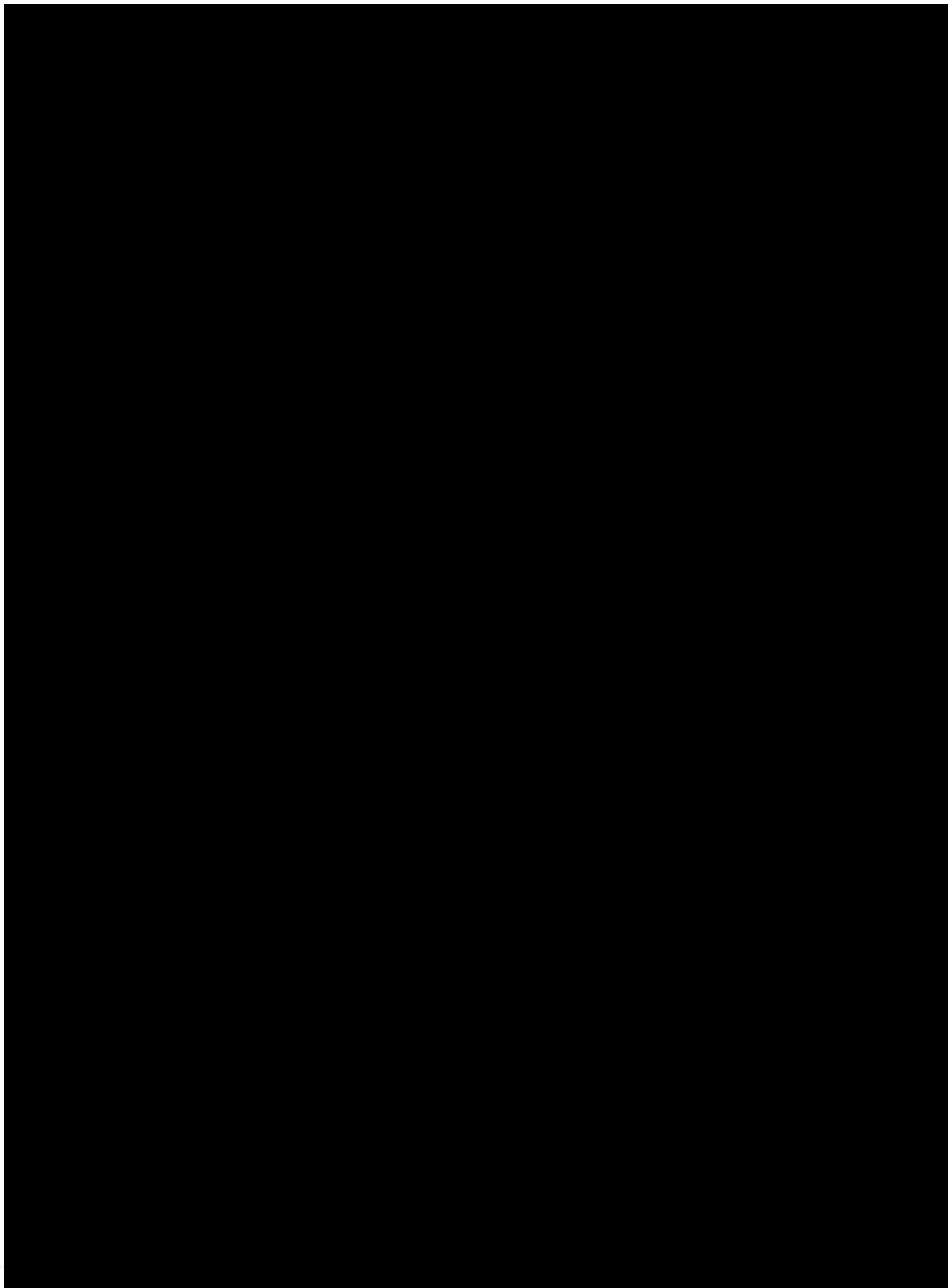
2. MILESTONE

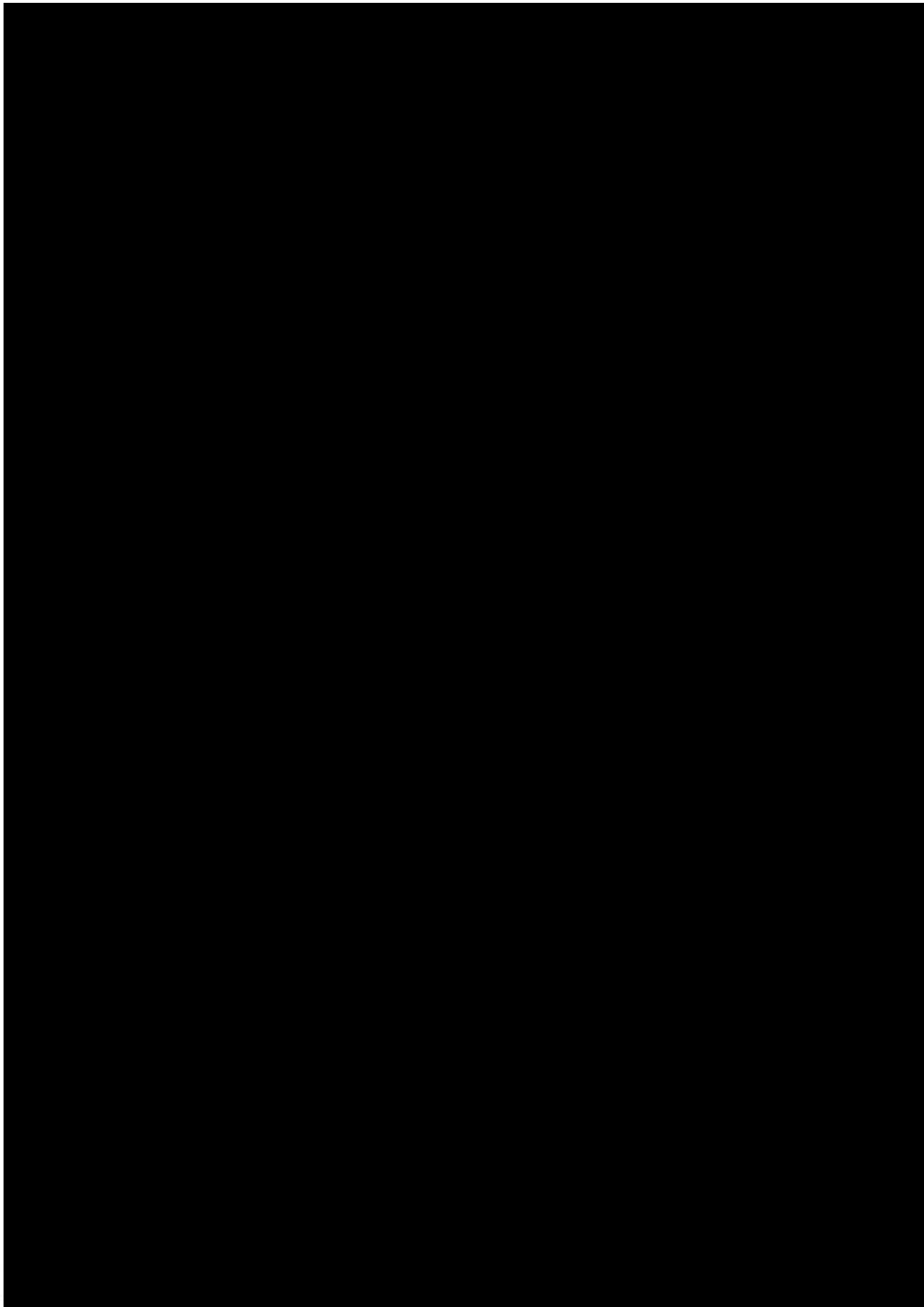
Table A2-2 Milestones

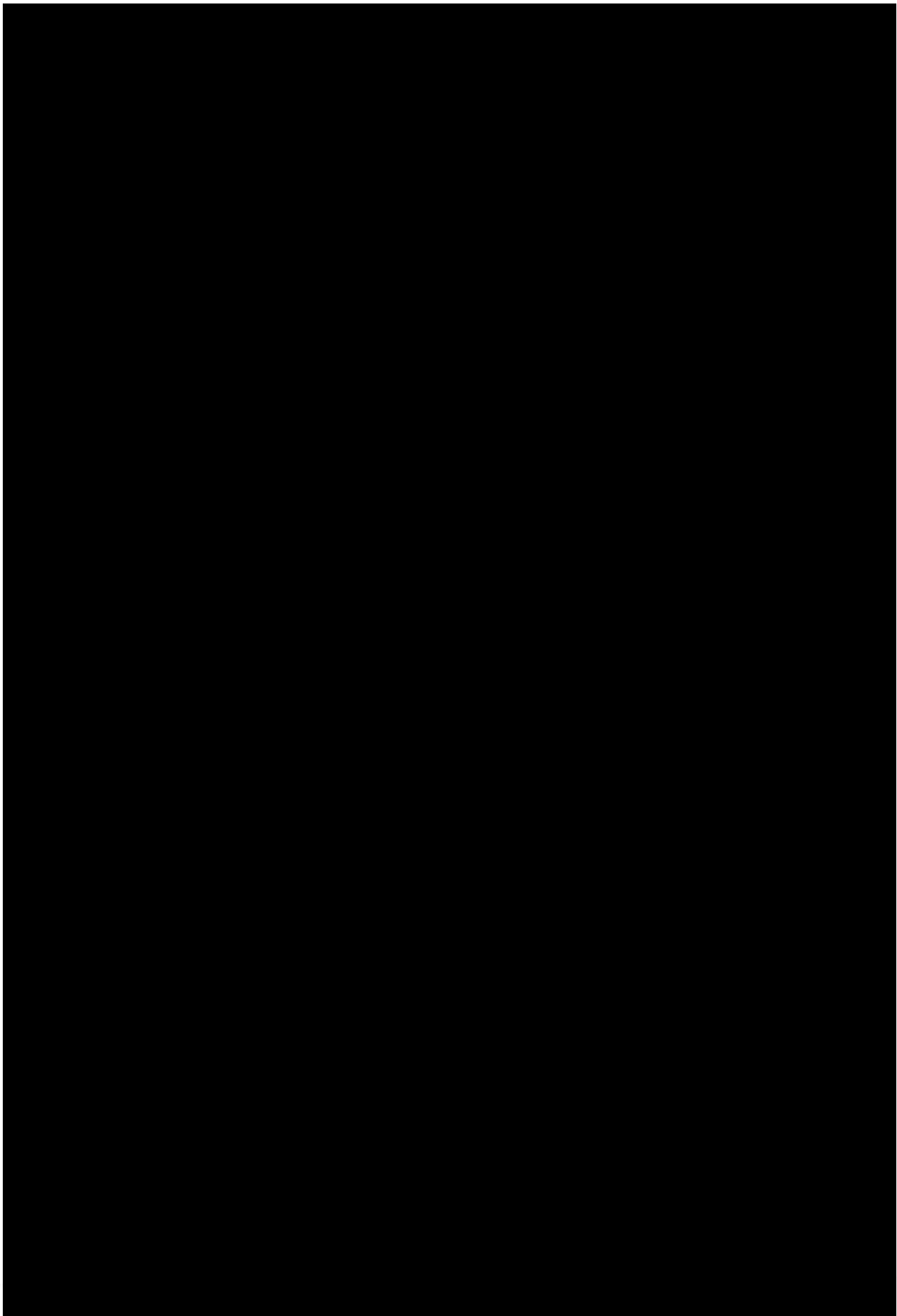
Milestone	Associated Portion	Maximum Early Completion Payment	Original Milestone Date	Extended Date	Milestone
Milestone 1	Portion 1				
Milestone 2	Portion 2				
Milestone 3	Portion 3				
Milestone 4	Portion 4				

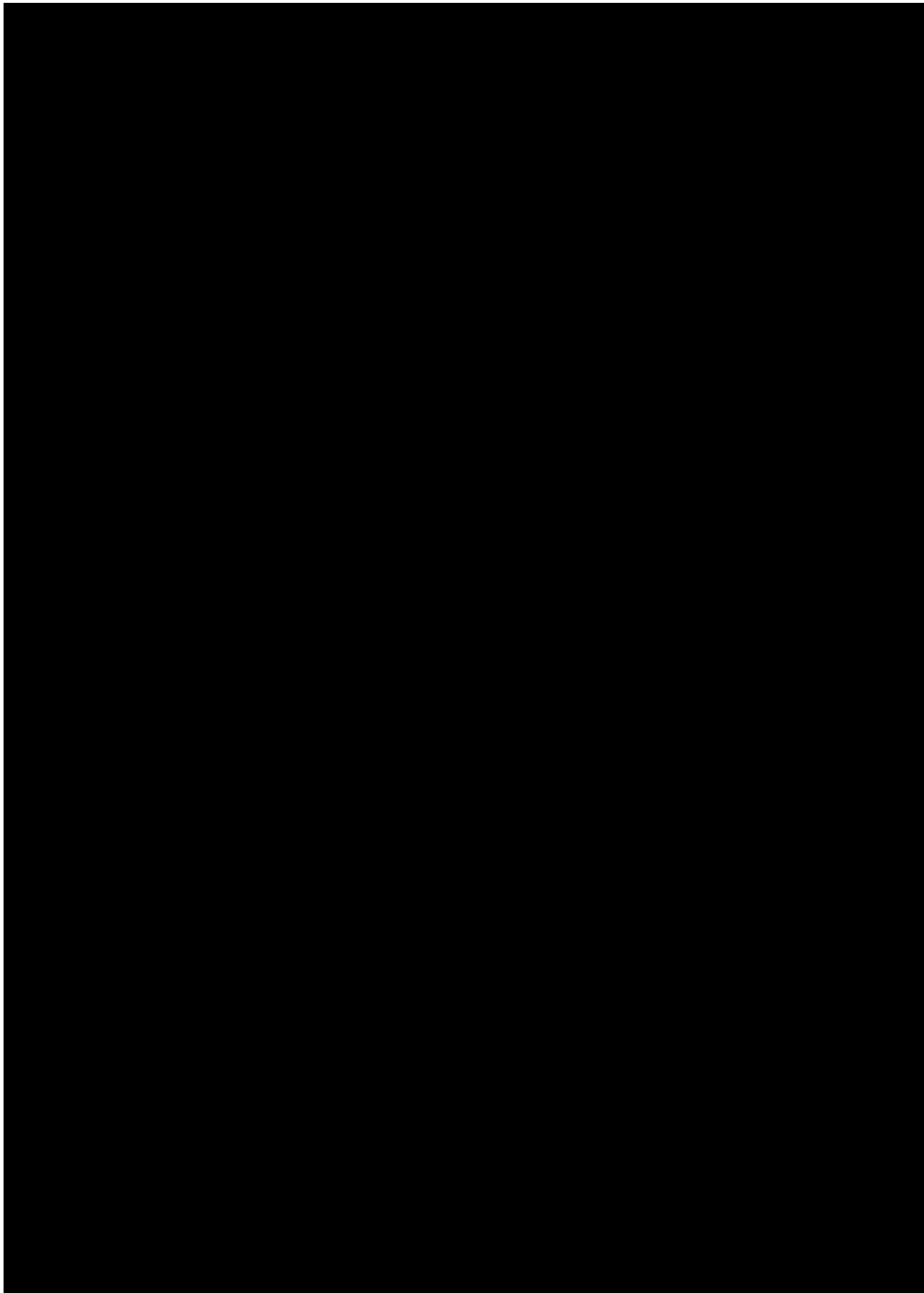
Milestone	Associated Portion	Maximum Early Completion Payment	Original Milestone Date	Extended Date	Milestone
Milestone 5	Portion 5				
Milestone 6	Portion 6				











Schedule 4

Amendments to Schedule A7

Schedule A7 is amended as set out in the attached mark-up against the form of Schedule A7 transmitted to the SSJ Contractor via Teambinder on 29 October 2018 with Transmittal/Contract Notice Reference number SMCSWSSJ-SMD-TX-001883 / SMCSWSSJ-SMD-SSJ-SMD-CN-000322.

SCHEDULE A7. – SSJ CONTRACTOR'S PERSONNEL

(Clauses 14.4(a), 14.4(b)(i) and 14.4(b)(iv))

The SSJ Contractor's personnel must be available as stated in this Schedule A7.

Note: A reference to "Full-time" in this Schedule A7 means the equivalent of a full-time person of at least 1840 hours per year or pro-rata part thereof.

Role Ref	Position	Nominated SSJ Contractor's Personnel	Organisation	Availability	Commence	Available Until
01	Project Director		SSJ Contractor		Date of the Contract.	
02	Project/Area Manager(s)		SSJ Contractor		Date of the Contract.	
03	Civil Construction Manager(s)		SSJ Contractor		May -2018.	
04	Engineering/Design Manager		SSJ Contractor		Date of the Contract.	
05	Rail Systems Construction Manager		SSJ Contractor		Commencement of Delivery Phase.	
06	Utility Services Manager		SSJ Contractor		Date of the Contract.	
07	Signalling Manager		SSJ Contractor		Date of the Contract.	
08	Commissioning and Operational Readiness Manager		SSJ Contractor		Date of the Contract.	
09	Design Team Manager		SSJ Contractor		Date of the Contract.	
10	Architect's Lead		HASELL		Commencement of Delivery Phase.	

Role Ref	Position	Nominated SSJ Contractor's Personnel	Organisation	Availability	Commence	Available Until
11	Structural Designer's Lead		GHD Aurecon JV		Commencement of Delivery Phase.	
12	Rail System Designer's Lead		GHD Aurecon JV		Commencement of Delivery Phase.	
13	Heritage Consultant's Lead		Purcell		Date of the Contract.	
14	Commercial Manager		SSJ Contractor		Date of the Contract.	
15	Environmental Manager		SSJ Contractor		Date of the Contract.	
16	Sustainability Manager		SSJ Contractor			
17	WHS Manager		SSJ Contractor		Commencement of Delivery Phase.	
18	Rail Safety Manager		SSJ Contractor		Commencement of Delivery Phase.	
19	Safety Assurance Manager		SSJ Contractor		Commencement of Delivery Phase.	
20	Certified Occupational Hygienist		SSJ Contractor		Date of the Contract.	
21	Station Operations Interface Manager		SSJ Contractor		Date of the Contract.	
22	Interface Contractors Manager		SSJ Contractor		Date of the Contract.	

Role Ref	Position	Nominated SSJ Contractor's Personnel	Organisation	Availability	Commence	Available Until
23	Quality Assurance Manager		SSJ Contractor		Apr-18.	
24	Workforce Development and Industry Participation Manager		SSJ Contractor		Date of the Contract.	
25	Aboriginal Participation Manager		SSJ Contractor		Date of the Contract.	
26	Stakeholder and Community Relations Manager		SSJ Contractor		Date of the Contract.	
27	Site Supervisors					
27.1	Site Supervisor - Civil		SSJ Contractor		May -2018.	
27.2	Site Supervisor - Utilities		SSJ Contractor		May -2018.	
28	Superintendents					
28.1	Superintendent - Construction		SSJ Contractor		Oct -2018.	
28.2	Superintendent - Rail		SSJ Contractor			
<u>29</u>	<u>Construction Manager</u>		<u>SSJ Contractor</u>		<u>Jan 2019</u>	
<u>30</u>	<u>WHS Manager</u>		<u>SSJ Contractor</u>		<u>Jan 2019</u>	
<u>31</u>	<u>Environmental Coordinator</u>		<u>SSJ Contractor</u>		<u>Jan 2019</u>	
<u>32</u>	<u>Place Manager</u>		<u>SSJ Contractor</u>		<u>Jan 2019</u>	
<u>33</u>	<u>Commercial Manager</u>		<u>SSJ Contractor</u>		<u>Jan 2019</u>	

Note 1) Acceptance subject to implementation of Development and Monitoring Plans as set out within Contractor Notices SMCSWSSJ-JHL-SSJ-JHL-CN-000072 dated 03/07/2018 and SMCSWSSJ-JHL-SSJ-JHL-CN-000093 dated 26/07/2018.

Version History:

Rev L: Update to reflect Contract Notice SMCSWSSJ-JHL-SSJ-JHL-CN-000209

Rev K: Update to reflect Contract Notice SMCSWSSJ-JHL-SSJ-JHL-CN-000169

Rev J: Update to reflect Contract Notice SMCSWSSJ-JHL-SSJ-JHL-CN-000165

Rev I: Update to reflect Contract Notice SMCSWSSJ-JHL-SSJ-JHL-CN-000112

Rev H: Update to reflect Contract Notice SMCSWSSJ-JHL-SSJ-JHL-CN-000072

Rev G: Update to reflect Contract Notice SMCSWSSJ-JHL-SSJ-JHL-CN-000084 and
SMCSWSSJ-JHL-SSJ-JHL-CN-000075

Rev F: Amended Deed

Rev E: Updated to reflect Contract Notice SMCSWSSJ-JHL-SSJ-JHL-CN-000053

Rev D: Updated to reflect Contract Notice SMCSWSSJ-JHL-SSJ-JHL-CN-000026

Rev C: Updated to reflect Contract Notice SMCSWSSJ-JHL-SSJ-JHL-GEN-000044

Rev B: Updated to reflect Change Order 002

Rev A: SSJ Contract

Schedule 5

Amendments to Schedule A16

Schedule A16 is amended as set out in the attached mark-up against the form of Schedule A16 included in Schedule 11 of the First SSJ Amendment Deed.

SCHEDULE A16. – INITIAL REPORTS

(Clauses 1.1, 8.7(b)(v) and 8.7(c)(vi))

This Schedule A16 is comprised of the documents identified in the table below. ~~The documents~~

Documents 1- 9 (with the exception of Doc No. 6, 7, 8 and 9 which are available on the PDCS) are included as electronic files on a separate disc titled:

Sydney Metro City & Southwest - Sydenham Station & Junction Works - Electronic Files

Documents 10 – 110 are included as electronic files on a separate disc titled:

Sydney Metro City & Southwest - Sydenham Station & Junction Works – Second SSJ Amendment Deed- Electronic Files

Doc No.	Description	Filename	Date/ Rev	Format
1	City and Southwest Sydney Metro Asset Condition Assessment, Sub-portion 3: Sydenham Station and Junction – Preliminary Contamination Assessment	SSJ Preliminary Contamination Assessment Report (Final).pdf SMCSWSSJ-SMD-WSS-PM-RE P-000295	14 August 2017 Rev 1	PDF
2	Sydney Metro City & Southwest Sydenham to Bankstown Upgrade Technical Paper – Contamination Assessment Report	SM C&SW - Technical Paper - Contamination Assessment Report SMCSWSSJ-SMD-WSS-PM-RE P-000294	4 April 2017 Draft	PDF
3	Sydney Metro City & Southwest Asset Condition Assessment Asset Condition Report – Final Tranche 4	SM C&SW - Asset Condition Report – Final Tranche 4 SMCSWSSJ-SMD-WSS-PM-RE P-000293	20 September 2016 Final	PDF
4	City & Southwest Metro Asset Condition Assessment Hazardous Materials Assessment	C&SW - Hazardous Materials Assessment SMCSWSSJ-SMD-WSS-PM-RE P-000292	8 September 2016	PDF
5	SSJ Sydenham Station Potholing Report	SSJ Sydenham Station Potholing Report SMCSWSSJ-SMD-WSS-PM-RE P-000296	17 August 2017 Rev 4	PDF
6	SM C&SW Platform Contamination Assessment Report	SM C&SW Platform Contamination Assessment Report SMCSWSSJ-SMD-WSS-EN-REP -000173	25 October 17 Rev 1	PDF
7	INTERIM GEOTECHNICAL INTERPRETIVE REPORT STAGE 2	SMCSWSSJ-JHL-WSS-GE-REP-015064.pdf SMCSWSSJ-JHL-WSS-GE-REP-015064	27 April 2018 Rev A	PDF

Doc No.	Description	Filename	Date/Rev	Format
8	Site Investigation during Target Cost Development Phase (including Sydenham Station and Street Topo Drawing Rev B)	SMCSWSSJ-JHL-WSS-SR-REP-000003.pdf & SSJ-DJV-WSS-SU-MOD-Sydenham Station and Streets - Topo RevB.dwg SMCSWSSJ-JHL-WSS-SR-REP-000950	15 June 2018 Rev 00	PDF & DWG
9	Negotiated Target Cost Offer Submission 17.05.18 - Appendix D - Sydney Water Revetment Wall Scope	Appendix D - Sydney Water Revetment Wall Scope (002).pdf SMCSWSSJ-JHL-WSS-CT-REC-000859	17 May 2018 Rev A	PDF / DWG
10	Canterbury to Belmore Triangle - Bankstown and Goods Line OHWS B10+300 to OHWS B12+323 - Services Search - DSS No. F2013/14210 Sheet 1 of 31	SMCSWSSC-SMD -WCR-CE-DWG-000133	A.02	DWG
11	Canterbury to Belmore Triangle - Bankstown and Goods Line OHWS B10+300 to OHWS B12+323 - Services Search - DSS No. F2013/14210 Sheet 2 of 31	SMCSWSSC-SMD -WCR-CE-DWG-000134	A.02	DWG
12	Canterbury to Belmore Triangle - Bankstown and Goods Line OHWS B10+300 to OHWS B12+323 - Services Search - DSS No. F2013/14210 Sheet 3 of 31	SMCSWSSC-SMD -WCR-CE-DWG-000135	B.02	DWG
13	Canterbury to Belmore Triangle - Bankstown and Goods Line OHWS B10+300 to OHWS B12+323 - Services Search - DSS No. F2013/14210 Sheet 28 of 31	SMCSWSSC-SMD -WCR-CE-DWG-000136	A.02	DWG
14	Canterbury to Belmore Triangle - Bankstown and Goods Line OHWS B10+300 to OHWS B12+323 - Services Search - DSS No. F2013/14210 Sheet 29 of 31	SMCSWSSC-SMD -WCR-CE-DWG-000137	A.02	DWG
15	Canterbury to Belmore Triangle - Bankstown and Goods Line OHWS B10+300 to OHWS B12+323 - Services Search - DSS No. F2013/14210 Sheet 30	SMCSWSSC-SMD -WCR-CE-DWG-000138	A.02	DWG

Doc No.	Description	Filename	Date/ Rev	Format
	of 31			
16	Canterbury to Belmore Triangle - Bankstown and Goods Line OHWS B10+300 to OHWS B12+323 - Services Search - DSS No. F2013/14210 Sheet 31 of 31	SMCSWSSC-SMD -WCR-CE-DWG-000139	A.02	DWG
17	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 1 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000086	A.02	DWG
18	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 2 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000087	A.02	DWG
19	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 3 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000088	A.02	DWG
20	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 4 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000089	A.02	DWG
21	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 5 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000090	A.02	DWG
22	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 6 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000091	B.02	DWG
23	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 7 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000092	A.02	DWG
24	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 8 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000093	B.02	DWG
25	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297	SMCSWSSC-SMD -WDH-CE-DWG-000094	A.02	DWG

Doc No.	Description	Filename	Date/ Rev	Format
	to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 9 of 30			
26	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 10 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000095	B.02	DWG
27	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 11 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000096	A.02	DWG
28	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 12 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000097	A.02	DWG
29	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 13 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000098	A.02	DWG
30	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 14 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000099	A.02	DWG
31	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 15 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000100	A.02	DWG
32	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 16 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000101	A.02	DWG
33	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 17 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000102	A.02	DWG
34	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 18 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000103	A.02	DWG
35	Dulwich Hill to Hurlstone Park -	SMCSWSSC-SMD	A.02	DWG

Doc No.	Description	Filename	Date/Rev	Format
	Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 19 of 30	-WDH-CE-DWG-000104		
36	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 20 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000105	A.02	DWG
37	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 21 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000106	A.02	DWG
38	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 22 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000107	A.02	DWG
39	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 23 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000108	A.02	DWG
40	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 24 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000109	A.02	DWG
41	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 25 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000110	A.02	DWG
42	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 26 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000111	A.02	DWG
43	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 27 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000112	A.02	DWG
44	Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 28 of 30	SMCSWSSC-SMD -WDH-CE-DWG-000113	A.02	DWG

Doc No.	Description	Filename	Date/Rev	Format
<u>45</u>	<u>Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 29 of 30</u>	<u>SMCSWSSC-SMD -WDH-CE-DWG-000114</u>	<u>A.02</u>	<u>DWG</u>
<u>46</u>	<u>Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - Services Search - DSS No. F2013/14212 - Sheet 30 of 30</u>	<u>SMCSWSSC-SMD -WDH-CE-DWG-000115</u>	<u>A.02</u>	<u>DWG</u>
<u>47</u>	<u>Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 - F2013 14212 Bridges CAD 30.06.16</u>	<u>SMCSWSSC-SMD -WDH-CE-DWG-000116</u>	<u>A.02</u>	<u>DWG</u>
<u>48</u>	<u>Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 - F2013 14212 - FINAL CAD 18.09.17 CD-SS-18234</u>	<u>SMCSWSSC-SMD -WDH-CE-DWG-000142</u>	<u>A.01</u>	<u>DWG</u>
<u>49</u>	<u>Dulwich Hill to Hurlstone Park - Bankstown Line OHWS B7+297 to OHWS B9+282 - CD-SS-18234 Non Compliant Track Drainage Detail</u>	<u>SMCSWSSC-SMD -WDH-CE-DWG-000143</u>	<u>A.01</u>	<u>DWG</u>
<u>50</u>	<u>Hurlstone Park to Canterbury - Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 1 of 14</u>	<u>SMCSWSSC-SMD -WHP-CE-DWG-000119</u>	<u>A.02</u>	<u>DWG</u>
<u>51</u>	<u>Hurlstone Park to Canterbury - Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 2 of 14</u>	<u>SMCSWSSC-SMD -WHP-CE-DWG-000120</u>	<u>A.02</u>	<u>DWG</u>
<u>52</u>	<u>Hurlstone Park to Canterbury - Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 3 of 14</u>	<u>SMCSWSSC-SMD -WHP-CE-DWG-000121</u>	<u>A.02</u>	<u>DWG</u>
<u>53</u>	<u>Hurlstone Park to Canterbury - Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 4 of 14</u>	<u>SMCSWSSC-SMD -WHP-CE-DWG-000122</u>	<u>B.02</u>	<u>DWG</u>
<u>54</u>	<u>Hurlstone Park to Canterbury - Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 5 of 14</u>	<u>SMCSWSSC-SMD -WHP-CE-DWG-000123</u>	<u>B.02</u>	<u>DWG</u>
<u>55</u>	<u>Hurlstone Park to Canterbury -</u>	<u>SMCSWSSC-SMD</u>	<u>B.02</u>	<u>DWG</u>

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Doc No.	Description	Filename	Date/Rev	Format
	Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 6 of 14	-WHP-CE-DWG-000124		
56	Hurlstone Park to Canterbury - Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 7 of 14	SMCSWSSC-SMD -WHP-CE-DWG-000125	B.02	DWG
57	Hurlstone Park to Canterbury - Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 8 of 14	SMCSWSSC-SMD -WHP-CE-DWG-000126	C.02	DWG
58	Hurlstone Park to Canterbury - Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 9 of 14	SMCSWSSC-SMD -WHP-CE-DWG-000127	C.02	DWG
59	Hurlstone Park to Canterbury - Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 10 of 14	SMCSWSSC-SMD -WHP-CE-DWG-000128	B.02	DWG
60	Hurlstone Park to Canterbury - Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 11 of 14	SMCSWSSC-SMD -WHP-CE-DWG-000129	B.02	DWG
61	Hurlstone Park to Canterbury - Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 12 of 14	SMCSWSSC-SMD -WHP-CE-DWG-000130	B.02	DWG
62	Hurlstone Park to Canterbury - Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 13 of 14	SMCSWSSC-SMD -WHP-CE-DWG-000131	B.02	DWG
63	Hurlstone Park to Canterbury - Bankstown Line OHWS B9+282 to OHWS B10+300 - Services Search - DSS No. F2013/14214 - Sheet 14 of 14	SMCSWSSC-SMD -WHP-CE-DWG-000132	B.02	DWG
64	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 1 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000057	A.02	DWG

Doc No.	Description	Filename	Date/ Rev	Format
65	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 2 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000058	A.02	DWG
66	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 3 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000059	A.02	DWG
67	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 4 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000060	A.02	DWG
68	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 5 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000061	A.02	DWG
69	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 6 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000062	A.02	DWG
70	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 7 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000063	A.02	DWG
71	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 8 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000064	A.02	DWG
72	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 9 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000065	B.02	DWG
73	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 10 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000066	B.02	DWG
74	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 -	SMCSWSSC-SMD -WMS-CE-DWG-000067	B.02	DWG

Doc No.	Description	Filename	Date/ Rev	Format
	Sheet 11 of 25			
75	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 12 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000068	B.02	DWG
76	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 13 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000069	B.02	DWG
77	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 14 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000070	B.02	DWG
78	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 15 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000071	B.02	DWG
79	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 16 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000072	B.02	DWG
80	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 17 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000073	B.02	DWG
81	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 18 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000074	A.02	DWG
82	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 19 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000075	B.02	DWG
83	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 20 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000076	B.02	DWG
84	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services	SMCSWSSC-SMD -WMS-CE-DWG-000077	B.02	DWG

Doc No.	Description	Filename	Date/ Rev	Format
	Search - DSS No. F2011/09029 - Sheet 21 of 25			
85	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 22 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000078	B.02	DWG
86	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 23 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000079	B.02	DWG
87	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 24 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000080	B.02	DWG
88	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Services Search - DSS No. F2011/09029 - Sheet 25 of 25	SMCSWSSC-SMD -WMS-CE-DWG-000081	A.02	DWG
89	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - Work As Executed Under CD-SS-14105 - DSS No. F2011/09029	SMCSWSSC-SMD -WMS-CE-DWG-000082	A.02	DWG
90	Meek Road to Marrickville - Bankstown Line OHWS B5+692 to OHWS B7+297 - CD-SS-18237 Non Compliant Drainage Work as Executed	SMCSWSSC-SMD -WMS-CE-DWG-000083	A.02	DWG
91	Meek Road to Marrickville - Bankstown Line - B5+692 - F2011-09029 BRIDGES CAD 14.09.17	SMCSWSSC-SMD -WMS-CE-DWG-000085	A.02	DWG
92	Meek Road to Marrickville - Bankstown Line B5+692 - F2011-09029 FINAL CAD - 26.09.17 CD-SS-18237	SMCSWSSC-SMD -WMS-CE-DWG-000141	A.01	DWG
93	Botany to Wardell Rd. (Section 4). Botany Line - Goods Line OHWS B6+140 to OHWS B7+297. Railcorp Internal Services Search. ISS NO. F2011/09010 - Section 4. Sheet 1	ARTC Section 4 001 115474400-A.pdf	A	PDF
94	Botany to Wardell Rd. (Section 4). Botany Line - Goods Line	ARTC Section 4 002 115474401-A.pdf	A	PDF

Doc No.	Description	Filename	Date/ Rev	Format
	<u>OHWS B6+140 to OHWS B7+297, Railcorp Internal Services Search, ISS NO. F2011/09010 - Section 4, Sheet 2</u>			
<u>95</u>	<u>Botany to Wardell Rd. (Section 4), Botany Line - Goods Line OHWS B6+140 to OHWS B7+297, Railcorp Internal Services Search, ISS NO. F2011/09010 - Section 4, Sheet 3</u>	<u>ARTC Section 4 003 115474402-A.pdf</u>	<u>A</u>	<u>PDF</u>
<u>96</u>	<u>Botany to Wardell Rd. (Section 4), Botany Line - Goods Line OHWS B6+140 to OHWS B7+297, Railcorp Internal Services Search, ISS NO. F2011/09010 - Section 4, Sheet 4</u>	<u>ARTC Section 4 004 115474403-A.pdf</u>	<u>A</u>	<u>PDF</u>
<u>97</u>	<u>Botany to Wardell Rd. (Section 4), Botany Line - Goods Line OHWS B6+140 to OHWS B7+297, Railcorp Internal Services Search, ISS NO. F2011/09010 - Section 4, Sheet 5</u>	<u>ARTC Section 4 005 115474404-A.pdf</u>	<u>A</u>	<u>PDF</u>
<u>98</u>	<u>Botany to Wardell Rd. (Section 4), Botany Line - Goods Line OHWS B6+140 to OHWS B7+297, Railcorp Internal Services Search, ISS NO. F2011/09010 - Section 4, Sheet 6</u>	<u>ARTC Section 4 006 115474405-A.pdf</u>	<u>A</u>	<u>PDF</u>
<u>99</u>	<u>Botany to Wardell Rd. (Section 4), Botany Line - Goods Line OHWS B6+140 to OHWS B7+297, Railcorp Internal Services Search, ISS NO. F2011/09010 - Section 4, Sheet 7</u>	<u>ARTC Section 4 007 115474406-A.pdf</u>	<u>A</u>	<u>PDF</u>
<u>100</u>	<u>Botany to Wardell Rd. (Section 4), Botany Line - Goods Line OHWS B6+140 to OHWS B7+297, Railcorp Internal Services Search, ISS NO. F2011/09010 - Section 4, Sheet 8</u>	<u>ARTC Section 4 008 115474407-A.pdf</u>	<u>A</u>	<u>PDF</u>
<u>101</u>	<u>Botany to Wardell Rd. (Section 4), Botany Line - Goods Line OHWS B6+140 to OHWS B7+297, Railcorp Internal</u>	<u>ARTC Section 4 009 115474408-A.pdf</u>	<u>A</u>	<u>PDF</u>

Doc No.	Description	Filename	Date/ Rev	Format
	<u>Services Search, ISS NO. F2011/09010 - Section 4, Sheet 9</u>			
<u>102</u>	<u>Botany to Wardell Rd. (Section 4), Botany Line - Goods Line OHWS B6+140 to OHWS B7+297, Railcorp Internal Services Search, ISS NO. F2011/09010 - Section 4, Sheet 10</u>	<u>ARTC Section 4 010 115474409-A.pdf</u>	<u>A</u>	<u>PDF</u>
<u>103</u>	<u>Botany to Wardell Rd. (Section 4), Botany Line - Goods Line OHWS B6+140 to OHWS B7+297, Railcorp Internal Services Search, ISS NO. F2011/09010 - Section 4, Sheet 11</u>	<u>ARTC Section 4 011 115474410-A.pdf</u>	<u>A</u>	<u>PDF</u>
<u>104</u>	<u>Botany to Wardell Rd. (Section 4), Botany Line - Goods Line OHWS B6+140 to OHWS B7+297, Railcorp Internal Services Search, ISS NO. F2011/09010 - Section 4, Sheet 12</u>	<u>ARTC Section 4 012 115474411-A.pdf</u>	<u>A</u>	<u>PDF</u>
<u>105</u>	<u>Botany to Wardell Rd. (Section 4), Botany Line - Goods Line OHWS B6+140 to OHWS B7+297, Railcorp Internal Services Search, ISS NO. F2011/09010 - Section 4, Sheet 13</u>	<u>ARTC Section 4 013 115474412-A.pdf</u>	<u>A</u>	<u>PDF</u>
<u>106</u>	<u>Botany to Wardell Rd. (Section 4), Botany Line - Goods Line OHWS B6+140 to OHWS B7+297, Railcorp Internal Services Search, ISS NO. F2011/09010 - Section 4, Sheet 14</u>	<u>ARTC Section 4 014 115474413-A.pdf</u>	<u>A</u>	<u>PDF</u>
<u>107</u>	<u>Botany to Wardell Rd. (Section 4), Botany Line - Goods Line OHWS B6+140 to OHWS B7+297, Railcorp Internal Services Search, ISS NO. F2011/09010 - Section 4, Sheet 15</u>	<u>ARTC Section 4 015 115474414-A.pdf</u>	<u>A</u>	<u>PDF</u>
<u>108</u>	<u>Cooks River to Enfield Re-Signalling Botany Goods Line Reference: ARTCMFN Description: Work as Executed Sheets 1, 8,9,10,11,12,13,14,15,16,17</u>	<u>ARTC DSS Section 4 - Signed Approved Field Sheets.pdf</u>	<u>10 14/08/15</u>	<u>PDF</u>

Doc No.	Description	Filename	Date/Rev	Format
109	Embankment Condition Report		13/12/18	PDF
110	SSJ CSR Extension – CSR Bridge Scope Clarification		13/12/18	PDF

Schedule 6

New Schedule A32

New Schedule A32 is incorporated in the Principal Document as set out in the attached.

23 November 2018

JHLOR JV
Attention: Mr Neil Ivison, Project Director
Level 4
100 Arthur Street
North Sydney NSW 2060

Dear Neil

**Sydney Metro City & Southwest Sydenham Station and Junction Works Incentivised Target Cost Contract (SSJ Contract)
Change Order 018 – Performance of site investigation works on the Bankstown Line**

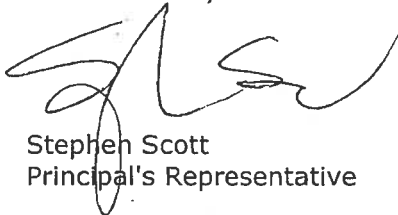
1. In accordance with clause 11.2(a) of the SSJ Contract, the Principal directs that from 23 November 2018 the SSJ Contractor's Activities include the performance of the works and services described in **Annexure A** to this Change Order ("Services Brief for Site Investigation Works on the Bankstown Line") (**BL Investigation Works**).
2. The parties have agreed that for the purpose of this Change Order 018:
 - a) the SSJ Contractor will perform the BL Investigation Works as Reimbursable Work;
 - b) clauses 5 and 11.2(a)(iii) of the SSJ Contract do not apply to this Change Order;
 - c) this Change Order does not constitute:
 - i. an Extension Event; or
 - ii. a Reimbursable Cost Element Adjustment Event, Design Fee (Delivery Phase) Element Adjustment Event, Management Fee (Delivery Phase) Adjustment Event or Preliminaries Fee (Delivery Phase) Adjustment Event;
 - d) the SSJ Contractor will be entitled to be paid:
 - i. the Reimbursable Costs incurred in carrying out the BL Investigation Works; and
 - ii. an additional [REDACTED] of those Reimbursable Costs incurred; and
 - e) if the SSJ Contractor proposes to engage a Subcontractor to perform any BL Investigation Works as Reimbursable Work other than in accordance with rates included in an Approved Subcontract Agreement which the SSJ Contractor and the Principal have agreed are applicable to the relevant BL Investigation Works:
 - i. clauses 12.2-12.5, 12.7(a) and 12.8 of the SSJ Contract will not apply; and
 - ii. **Schedule 1** to this Change Order will apply.
3. This Change Order constitutes the Principal's Representative's approval under clause 12.7(g)(v) to increase amounts payable to Subcontractors for the purposes of performing the BL Investigation Works.

Sydney Metro

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T 02 8265 9400 | sydneymetro.info | ABN 12 354 063 515

4. The Outturn Cost will not include amounts paid for the BL Investigation Works.
5. For the purposes of clauses 16.1 and 16.2 of the SSJ Contract, all amounts payable for the BL Investigation Works will be treated as if they were Reimbursable Costs for Provisional Sum Work.
6. The documents listed in **Schedule 2** to this Change Order (a copy of which has been included as an electronic file as a separate disc titled 'BL Investigation Works Information Documents') are Information Documents.
7. Schedule E1 to the SSJ Contract is amended in accordance with **Schedule 3** to this Change Order.
8. The SSJ Contractor's Program will be updated to include the programmed BL Investigation Works in accordance with requirements of the SSJ Contract; and
9. The SSJ Contractor must use best endeavours to achieve each Target by the corresponding Target Date in accordance with **Schedule 4**.
10. The SSJ Contractor must:
 - a) provide the Principal's Representative with an estimate of the costs to complete the BL Investigation Works:
 - i. within 2 weeks of the date of this Change Order; and
 - ii. on a monthly basis thereafter; and
 - b) use best endeavours to minimise the cost of undertaking the BL Investigation Works.
11. The SSJ Contractor acknowledges that:
 - a) approval in relation to the application for approval under Part 5.1 of the EP&A Act in respect of Sydney Metro City & Southwest (Sydenham to Bankstown) submitted by the Principal to the Minister for Planning (**Project Planning Approval (Sydenham to Bankstown)**) is expected to be granted by the Minister for Planning under the EP&A Act in November 2018;
 - b) Schedule E3 of the SSJ Contract will be amended shortly thereafter to require that the SSJ Contractor complies with specified conditions and requirements of the (Project Planning Approval (Sydenham to Bankstown)); and
 - c) without limiting the SSJ Contractor's rights under clause 7.5 of the SSJ Contract, the SSJ Contractor will be required to comply with those specified conditions and requirements in the performance of the BL Investigation Works.
12. Capitalised terms which are not defined in this Change Order have the meaning given in the SSJ Contract.

Yours faithfully



Stephen Scott
Principal's Representative

Acknowledged and agreed for and on behalf of the SSJ Contractor (JHLOR JV) by Neil Ivison (Project Director, SSJ Contractor)

SCHEDULE 1

NEW RATES FOR REIMBURSABLE WORK

1. Interpretation

Capitalised terms used in this Schedule 1 have the meaning given in the SSJ Contract and:

Pre-Approved Rates means the rates included in an Approved Subcontract Agreement which the SSJ Contractor and the Principal have agreed are applicable to the relevant BL Investigation Works.

2. Further approvals

- (a) If the SSJ Contractor proposes to engage a Subcontractor to perform any BL Investigation Works as Reimbursable Work other than in accordance with the Pre-Approved Rates, the SSJ Contractor must obtain the Principal's prior written approval of the rates upon which the Reimbursable Costs will be incurred.
- (b) If clause 2(a) of this Schedule 1 applies and the SSJ Contractor proposes to perform the relevant Reimbursable Work:
 - (i) pursuant to a variation to an Approved Subcontract Agreement, the SSJ Contractor must provide the Principal's Representative with written details of:
 - (A) the part of the BL Investigation Works proposed to be performed by that Subcontractor; and
 - (B) the proposed rates upon which those BL Investigation Works are to be performed; or
 - (ii) pursuant to a new Subcontract, the SSJ Contractor must provide the Principal's Representative with:
 - (A) the proposed conditions of the Subcontract; and
 - (B) written details of:
 - (aa) the part of the BL Investigation Works proposed to be performed by that Subcontractor;
 - (bb) the proposed rates upon which those BL Investigation Works are to be performed;
 - (cc) the time for commencement and completion of that work and confirmation that these times are in accordance with the SSJ Contractor's Program;
 - (dd) the proposed Subcontractor's contact details;
 - (ee) if any Law in the State or Territory in which the Project Works are situated requires that a person be registered or licensed to carry out that part of the work, evidence to the satisfaction of the Principal's Representative that the proposed Subcontractor is so registered or licensed; and
 - (ff) any other details which may be required by the Principal's Representative.

- (c) A proposal provided by the SSJ Contractor under clause 2(b) of this Schedule 1 will be deemed to include a warranty by the SSJ Contractor that the proposed Subcontractor has the necessary suitability, reliability, expertise and financial standing to execute the work being subcontracted, that the SSJ Contractor knows of no reason why that Subcontractor should not be engaged as proposed and that the applicable rates will provide Value for Money for the Principal.
- (d) The Principal's Representative will consider the SSJ Contractor's proposal (in its absolute discretion) and may approve or disapprove the SSJ Contractor's recommendation giving detailed reasons in writing.
- (e) If the Principal's Representative approves the SSJ Contractor's proposal:
 - (i) submitted under clause 2(b)(i) of this Schedule 1, the SSJ Contractor may claim payment for the Reimbursable Costs incurred in accordance with that proposal; and
 - (ii) submitted under clause 2(b)(ii) of this Schedule 1, clause 12.7(b) of the SSJ Contract will apply as if the proposed Subcontractor was the 'approved Tenderer'.
- (f) If the Principal's Representative disapproves the SSJ Contractor's proposal, clause 2(b) of this Schedule 1 will reapply.

SCHEDULE 2

INFORMATION DOCUMENTS

No.	Document Title	File Type
4.1	WSP/Aecom, 2017, Geotechnical Interpretative Report – Reference Design,	PDF
4.2	GHD, 2017, Targeted Contamination Assessment – Sub portion 2 – Non Platform Areas	PDF
4.3	GHD, 2018, Sydney Metro City & Southwest Sydenham to Bankstown Upgrade – Technical paper – Contamination Assessment Report	PDF
4.4	GHD, 2017, Sydney Metro Track Condition Assessment Environmental Site Assessment	PDF
4.5	Golder Douglas, 2017, Geotechnical data Report – Southwest Station and Corridor (SSC) works	PDF
4.6	GHD, 2016, Hazardous Materials Assessment	PDF
4.7	GHD, 2016, Trackside Geotechnical Investigation	PDF
4.8	GHD, 2017, Sydney Metro City and Southwest Sydney Metro, Sub portion 1: Sydenham to Bankstown Station Platforms, Contamination Assessment	PDF
4.9	Golder Douglas, 2017, Contamination Assessment Report – Southwest Station and Corridor Works	PDF
4.10	Golder Douglas, 2017, Report on Geotechnical Risk Assessment of Cuttings and Embankments – Bankstown Line	PDF
4.11	GHD, 2017, Track side Geotechnical Investigation Factual Report	PDF
4.12	WSP/Aecom, 2017, Asset Condition Assessment and Renewal Scope – Technical Paper	PDF
4.13	GHD, 2016, Asset Condition Report – Final Tranche	PDF
4.14	GHD, 2017, Associated Asset Condition GIS, Point Cloud, GPR, CCTV, Test pits etc.	ZIP
4.15	Utilities Services	Zip
4.16	Sydney Trains, Marrickville to the Burwood Road - Platform Walls	DWG
4.17	RPS, 2017, Cadastral Survey Model	PDF and Zip

SCHEDULE 3

SITE ACCESS

1. Schedule E1 of the SSJ Contract is amended as follows:

- (a) The following details are added to Table E1-1: Site Access Drawings:

Description	Drawing No.
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 1 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 2 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 3 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 4 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas Sheet, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC 5 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 6 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 7 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 8 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 9 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 10 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 11 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 12 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 13 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 14 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 15 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 16 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 17 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 18 of 20
Sydney Metro City and Southwest Figure 2.1 SSC Areas, Revision C.1	NWRLSRT-RPS-SRT-SR-DWG-000096- C.1-SSC Sheet 19 of 20
Sydney Metro City and Southwest	NWRLSRT-RPS-SRT-SR-DWG-000096-

Description	Drawing No.
Figure 2.1 SSC Areas, Revision C.1	C.1-SSC Sheet 20 of 20

(b) The following details are added to Table E1-2:

Description
Worksite RC1
Worksite RC2
Worksite RC3
Worksite RC4
Worksite RC5
Worksite RC6
Worksite RC7
Worksite RC8
Worksite RC9
Worksite RC10
Worksite RC11
Worksite RC12
Worksite RC13
Worksite RC14
Worksite RC15
Worksite RC16
Worksite RC17
Worksite RC18
Worksite RC19
Worksite RC20
Worksite RC21
Worksite RC22

Worksite RC23
Worksite RC24
Worksite RC25
Worksite RC26
Worksite RC27
Worksite RC28
Worksite B1
Worksite B2
Worksite B3
Worksite B4
Worksite B5
Worksite B6
Worksite B7
Worksite B8
Worksite B9
Worksite B10
Worksite B11
Worksite B12
Worksite B13
Worksite B14
Worksite B15
Worksite B16
Worksite B17
Worksite B18
Worksite B19
Worksite B20
Worksite B21
Worksite B22

Worksite B23
Worksite B24
Worksite B25
Worksite B26
Worksite B27

(c) The following details are added to Table E1-4

Worksite	Access Date	Access Period	Conditions of Access
Worksite RC1 to RC28	23 November 2018	Not applicable	<p>Access is provided for the sole purpose of undertaking the BL Investigation Works.</p> <p>Access excludes areas outside the Rail Corridor Boundary fence as located at the date of this Change Order 018.</p> <p>Access is subject to the requirements of Attachment 1.</p>
Worksite B10 to 27	23 November 2018	Not applicable	<p>Access is provided for the sole purpose of undertaking the BL Investigation Works.</p> <p>The Worksite is restricted to the RailCorp side of the Rail Corridor (the Worksite excludes access to the ARTC side of the Rail Corridor).</p> <p>For rail overbridges (bridges that allow traffic to pass over the railway), the Worksite is restricted in height to the top of the bridge superstructure (excluding the asphalt surface).</p> <p>For rail underbridges (bridges that allow traffic to pass under the</p>

			<p>railway), the Worksite is restricted in height to the areas above the underside of the bridge superstructure (the Worksite excludes the road reserve below)</p> <p>Access is subject to the requirements of Attachment 1.</p>
Worksite B1 to B10	23 November 2018	Not applicable	<p>Access is provided for the sole purpose of undertaking the BL Investigation Works.</p> <p>For rail overbridges (bridges that allow traffic to pass over the railway), the Worksite is restricted in height to the top of the bridge superstructure (excluding the asphalt surface).</p> <p>For rail underbridges (bridges that allow traffic to pass under the railway), the Worksite is restricted in height to the areas above the underside of the bridge superstructure (the Worksite excludes access to the road reserve below)</p> <p>Access is subject to the requirements of Attachment 1.</p>

Attachment 1

Access to rail corridor

1. Access which does not require a Track Possession or Temporary Shutdown is subject to the requirements of clause 8.3 and Annexure C to Schedule 2 of the Sydney Trains Transition Agreement in accordance with Schedule E4.
2. Track Possession and Temporary Shutdown access must be in accordance with:
 - (a) the configuration of the Track Possessions and Temporary Shutdowns as detailed in Schedule E2; and
 - (b) the requirements of clause 7 and Annexure A to Schedule 2 of the Sydney Trains Transition Agreement in accordance with Schedule E4.
3. The SSJ Contractor must comply with Clause 11 "Working In and Adjacent to the Rail Corridor and Rail Environment" of the MR-PA and the Rail Transport Agency "Network Access Manual".
4. The SSJ Contractor must provide and maintain a minimum clear width access of 4 metres wide for all relevant Authorities including the Rail Transport Agency to the Rail Corridor which must be kept clear at all times.

SCHEDULE 4

TARGET DATES

1. Each Target and corresponding Target Date is set out in Table 4.1.

Table 4.1

Target	Target Date
Geotechnical Investigation Plan	
Geotechnical Data Report	
Site Investigation Report	

2. The SSJ Contract must use best endeavours to achieve each Target by the corresponding Target Date.
3. The parties acknowledge and agree that the Target Dates will not be extended for any reason.

ANNEXURE A
SERVICES BRIEF



Services Brief for Site Investigation Works on the Bankstown Line

Author:	Sydney Metro
Project:	City & Southwest
Status:	For Issue
Revision:	4
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Terms used in this Services Brief have the meaning given in the SSJ Contract and as listed in the table below.

Term	Definition
CCTV	Closed circuit television
Corridor Works	As described in section 2.1
DDA	Disability Discrimination Act 1992(Cth)
DSAPT	Disability standards for accessible public transport
GLT	Ground level trough
GST	Galvanised steel trough
Metro	A metro style railway to be operated between Tallawong in Sydney's Northwest and Bankstown in Sydney's Southwest, via Sydney City.
OHW	Overhead wire
Reliance Letter	A letter from the SSJ Contractor stating that the Principal can rely on the factual information contained in the Site Investigation Report(s)
Services	The works and deliverables to be provided by the SSJ Contractor under this Change Order 018
Services Brief	This document
Southwest Corridor Brownfield Conversion Works	Works to convert the Bankstown Line corridor from current Sydney Trains use to Metro use. An overview of the works is contained in section 2
Station Works	As described in section 2.1

Reference to a 'section' is reference to a section in this Services Brief.

1. Introduction

Purpose of this Services Brief

- a) This Services Brief describes the scope of the Services to be provided by the SSJ Contractor under this Change Order 018, and outlines key deliverables required. The deliverables include the provision of factual data to the Principal's Representative to allow for the design, procurement and ultimate delivery for the Southwest Corridor Brownfield Conversion Works as part of the Sydney Metro City & Southwest Project.

2. Sydney Metro City & Southwest Background

Southwest Corridor Brownfield Conversion Works

- a) The Southwest Corridor Brownfield Conversion Works consists of 14km of existing brownfield rail conversion between Sydenham and Bankstown to facilitate Metro operations, including modifications to the Sydney Trains network on the country side of Bankstown Station.
- b) The key features of the Southwest Corridor Brownfield Conversion Works include upgrading the Rail Corridor and existing stations west of Sydenham to and including Bankstown, in order to improve accessibility for customers and meet the standards required for Metro operations. These works can be categorised into Station Works and Corridor Works with key elements including, but not limited to:

A. Station Works

- i. Retention and re-purposing of heritage structures;
- ii. Upgrades for full accessibility, including lifts to platforms and level access between trains and platforms;
- iii. Installation of platform screen doors and mechanical gap fillers to achieve DSAPT compliance;
- iv. Station services buildings located away from the platforms; and
- v. Station precincts works include DDA-compliant access parking, Kiss and Ride, landscaping and street furniture.

B. Corridor Works

- i. New substations for dedicated Metro power;
- ii. Minor track modifications at Campsie and Bankstown with associated overhead wiring adjustments to suit;
- iii. Installation of civil works for Metro rail systems including the combined services route (CSR) for LV, HV, signalling and communications and lineside equipment;
- iv. Modification to existing overbridges to include vertical protection and safety screens and general refurbishment works;
- v. Installation of new boundary security fencing and, segregation fencing between Metro tracks and ARTC tracks;
- vi. Retaining walls and noise barriers;

- vii. Minor refurbishment works to existing drainage systems and new drainage to suit new and modified facilities.

3. Scope of Services

3.1. Overview

- a) The SSJ Contractor is responsible for providing factual data to the Principal's Representative arising from geotechnical site investigations, structural inspections and survey, allowing for the future procurement and delivery of design and construction works to be completed.
- b) The Services include the provision of all site geotechnical investigations, structural investigations, Utilities Services investigations and associated survey for stations and bridges between and including Marrickville to Campsie to support the Southwest Corridor Brownfield Conversion Works, including associated material sample and site / laboratory testing and factual reporting. The Services builds on the geotechnical and asset condition assessments already completed to date (see Appendix B for details).
- c) The scope of the Services, to be read in conjunction with drawings contained in Appendix A, includes:
 - i. platform and track survey at Marrickville, Dulwich Hill, Hurlstone Park, Canterbury and Campsie stations which involve:
 - A. platforms riser wall investigations as identified in section 4.1,
 - B. platform investigation works as identified in section 4.2,
 - C. platform and track survey as identified in section 4.3,
 - D. bridge and concourse investigations and survey as identified in section 4.4,
 - ii. overbridge structural condition, feature and survey as specified in section 4.4 between Sydney Trains chainage 6km120 (SSJ Interface) to Sydney Trains chainage 12km000; and
 - iii. survey of all existing station features including 30m from end of the existing platforms Marrickville, Dulwich Hill, Hurlstone Park, Canterbury and Campsie Stations,
- d) The SSJ Contractor must complete all possession dependent site investigation works utilising the Week 30 possession 27th – 28th January 2019 and issue all associated documentation with the deliverables in accordance with the timing outlined in section 5.

3.2. General Obligations

- a) The SSJ Contractor's general obligations include:
- i. providing a highly skilled team, which will work collaboratively with the Principal's Representative and key stakeholders to deliver the Services;
 - ii. preparation of accurate, reliable and high quality comprehensive technical documentation, prepared implementing quality assurance processes;
 - iii. preparation of all technical documentation and supporting information to support the detailed design of the Station Works and Corridor Works;
 - iv. undertaking site investigations, survey, measurement, laboratory and/or testing and the preparation and issue to the Principal's Representative of factual Site Investigation Reports upon which Sydney Metro can provide reliance to designers and follow on constructors;
 - v. ensuring that all people and parties in the SSJ Contractor's team fully understand and fulfil their role to successfully deliver the Services;
 - vi. ensuring that the Services are performed in a timely manner;
 - vii. ensuring that Key Personnel have adequate support and that contingencies are in place in the event that Key Personnel need to be replaced;
 - viii. appointment and management of any sub-consultants (subject to approval by the Principal's Representative) to carry out specialist studies to expedite the requirements of the Services;
 - ix. issue of all native files to the Principal's Representative; and
 - x. provision of a Reliance Letter to support the factual Site Investigation Reports.

4. Site Investigation Works

- a) At locations identified in Appendix A the SSJ Contractor must perform the activities outlined below.

4.1. Platform Riser Wall Investigations

- a) Undertake core holes of suitable diameter (to be confirmed by the SSJ Contractor) through the platform riser walls to ascertain the wall thickness. The core holes must be 500mm above adjacent ballast level. Fill core holes on completion with 40MPa (minimum at 7 days) non-shrink grout.
- b) Undertake undisturbed test pit #1 excavations in front (trackside) of the platform riser wall to investigate the foundation depth and geometry, (see Figure 1).
- c) Undertake geotechnical investigations of the platform riser wall bearing strata, removing undisturbed samples to a depth of 300mm maximum and no greater than 300mm wide immediately adjacent the underside of platform riser wall foundations. Undertake Standard Penetrometer Testing (SPT) Type B of the sub-base from the exposed base of the test pit to a minimum 3mdp or refusal and reinstate test pit #1 and trial hole voids using well mixed compacted, stabilised sand to underside of capping layer, maximum 10

parts clean sand to 1 part cement (10:1). Reinstall capping layer and ballast, (see Figure 1).

- d) Undertake a condition assessment of the platform riser walls, completing inspections, mapping and measuring crack widths and recording features (eg, corbels, penetrations, rotation, settlement defects, step inserts, changes in geometry or material) in accordance with Asset Standards Authority (ASA) TMC 301 – Structures Examination and all associated Technical Notes.
- e) Undertake masonry riser wall brick and mortar bond strength test to Standard Test Method to Bond Strength of Mortar to Masonry Units (ASTM C952 – 12) and reinstall existing riser wall as necessary with like for like masonry in a consistent alignment.
- f) Excavate Test pit #2 behind the riser wall to a depth 700mm minimum below top of platform level coping to check for any rear corbel and record the findings, (see Figure 1).
- g) Undertake undisturbed Test pit #2 material sampling to a depth 1mdp, 1.3m back from the platform riser wall. Undertake SPT Type B testing from the base of the test pit excavation to a minimum depth of 1.8m below top of platform level or refusal (see Figure 1).

(Note: for details of borehole types see section 4.5 of this Services Brief).

4.2. Platform Investigations

- a) Lift all existing stormwater and sewer manholes within the platform extent and undertake invert level, location and pipe diameter survey.
- b) Undertake CCTV inspection of existing sewers in platforms to next adjacent downstream pit off the platforms, or if this pit is within <4m from the nearest running rail, continue CCTV to the next pit which is >4m from nearest running rail.
- c) Undertake survey and test pit #3 excavation and excavated material sampling recovery adjacent existing platform building, existing platform concourse, stair foundations and reinstall on completion to ensure trip platform level is maintained.

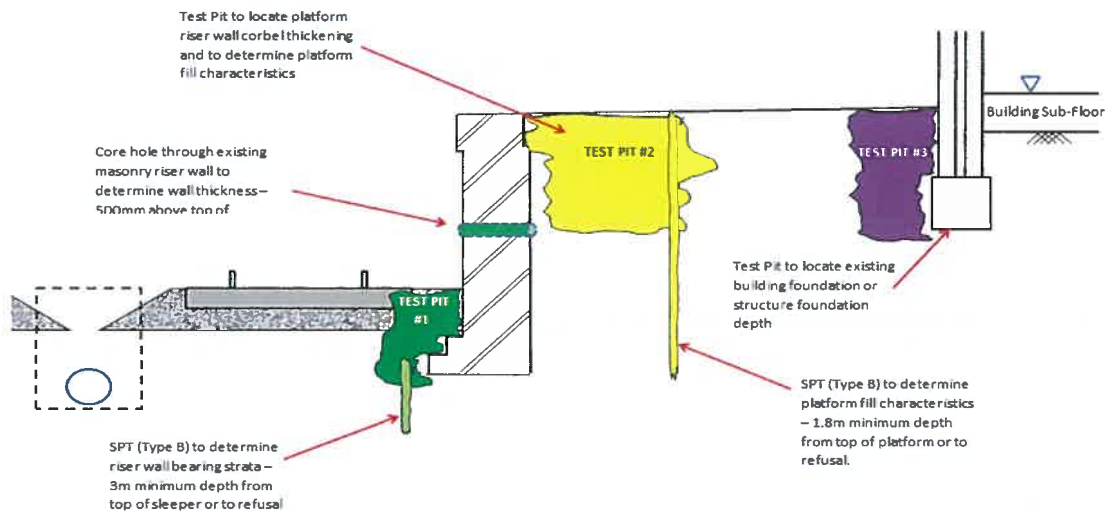


Figure 1

4.3. Platform Survey

- a) The SSJ Contractor must assess the adequacy of any survey information provided and engage the services of a surveyor with NSW suburban Rail Corridor experience for the undertaking and completion of all surveys and field work which will form part of the Site Investigation Works. The SSJ Contractor must provide a survey of the platforms, track and features to the Principal's Representative which:
 - i. establishes new permanent survey marks throughout the site in accordance with requirements of the Surveying Regulation 2006 (NSW) & ASA standards;
 - ii. is in accordance with ASA Standard T HR TR 13000 ST;
 - iii. utilises the MGA (Map Grid of Australia - MGA-GDA-94) survey coordination system and population of 3D stings for all platform structures and buildings;
 - iv. includes the relative levels of platforms and adjacent structures/buildings including the internal floor buildings to the Australian Height Datum (AHD);
 - v. survey of existing platform edge copings, all surface & buried features including the invert levels of pits;
 - vi. survey of location and height of windows, doors and external walls of platform buildings;
 - vii. accurately locates and records the existing position and level of all platform / coping edges (the minimum spacing of the platform coping edge survey is to be 2m adjacent to straight track and 1m adjacent to all curved track, including transition track. Track alignment and level of both rails is to be surveyed adjacent to each platform coping survey position. Track gauge and rail curve wear is to be noted at each location;
 - viii. records platform alignment and existing plaque details to ESC 210 – Track Geometry and Stability;
 - ix. provides a feature survey up to 30m off each end of each platform, picking up all surface features and invert level of existing rail services, Utility Services,,

drainage and sewer pits including diameters and invert levels, OHW structures, pedestals and contact wire heights; and

- x. records the position of all platform surface features and levels including all lifts stairs and existing building thresholds and overhangs, buildings, lighting and platform furniture including seating, bins, light poles and signage etc.

4.4. **Bridge and Concourse Inspections and Survey**

- a) Note that for the purposes of determining inspection scope, all existing station concourse structures are to be treated as bridges and are to be inspected in accordance with ASA TMC 310 - Structures Examination and all associated Technical Notes 'second cycle' frequency.
- b) There are 28 bridge structures on the Bankstown Line (exclusive of station concourse structures) requiring upgrades and modifications as part of the Southwest Corridor Brownfield Conversion Works comprising of 18 overbridges, 8 underbridges and 2 footbridges.
- c) Activities comprising the Services includes only the 5 concourse structures and the 18 bridges comprising of 6 underbridges, 10 overbridges and 2 footbridges between the SSJ interface on the City side of Marrickville Station at Sydney Trains CH6km120 and the proposed traction substation at Campsie, CH12km000. The bridge and concourse structures are indicated in Table 1 below.
- d) The bridge inspections must be in accordance with ASA TMC 301 – Structures Examination and all other associated Technical Notes listed in section 5.5, involving but not limited to the following:
 - i. survey of bridge and concourse structural elements including substructure and superstructure elements, relative to existing ground levels;
 - ii. survey of trees, canopy coverage and trunk locations 30m adjacent to existing bridges and concourses;
 - iii. survey, mapping and measuring the width of evident cracks;
 - iv. survey of existing features (eg, corbels, penetrations, rotation, settlement defects, changes in geometry);
 - v. survey of bridge pier, abutment and concourse elements relative to existing track centreline through the footprint of the overbridge structure;
 - vi. survey of any existing rail systems conduits, (including member sizes, setting out), GST, GLT and all other ancillary elements affixed to bridge elements;
 - vii. survey of underbridge soffits, wing walls, upstands and through girders;
 - viii. survey of bridge soffit and existing OHW heights through overbridges;
 - ix. condition assessment and survey of structural elements including dimensions and geometry of existing steelwork concourse structure, including walkways and canopy coverage;
- e) Outputs from the survey controls must adhere to the MGA system and include population of 3D stings for all station structures and features for use in either 12D or Revit formats.

Bridge	Location / Sydney Trains Chainage
Meeks Road underbridge	Marrickville (Ch6.160km)
Victoria Road overbridge	Marrickville (Ch6.314km)
Illawarra Road overbridge and concourse	Marrickville (Ch6.661km)
Livingstone Road overbridge	Marrickville (Ch7.149)
Albermarle overbridge	Dulwich Hill (Ch7.476)
Wardell Road overbridge and concourse	Dulwich Hill (Ch7.819)
Ness Avenue underbridge	Dulwich Hill (Ch8.169)
Garnet Street overbridge	Hurlstone Park (Ch8.487)
Duntroon Street overbridge and concourse	Hurlstone Park (Ch8.698)
Foord Avenue (M24) underbridge	Hurlstone Park (Ch9.084)
Melford Street overbridge	Canterbury (Ch9.515)
Church Street footbridge	Canterbury (Ch9.802)
Canterbury Road overbridge and concourse	Canterbury (Ch10.057)
Cooks River/Charles St underbridge	Canterbury (Ch10.423)
Wairoa Street underbridge	Campsie (Ch10.714)
Duke Street Footbridge	Campsie (Ch11.411)
Beamish Street overbridge and concourse	Campsie (Ch11.598)

Table 1: Bankstown Line Bridges between SSJ Interface and Campsie Traction Substation

4.5. Geotechnical Site Investigation Services

- a) The geotechnical investigation includes the following scope in the locations identified in Appendix A.

A. Type A - Cone penetrometer Testing (CPTu)

- i. Utility Services identification including 'Dial Before You Dig' services locator and ground penetrating radar (if necessary),
- ii. Set up CPTu rig and undertake testing to a depth of refusal,
- iii. Survey the location of the investigation CPTu hole to MGA (GDA1994 MGA Zone 56) coordinates and RL to AHD,
- iv. Disposal of any waste material/spoil to an appropriate waste facility, and

- v. Grout up hole on completion.

B. Type B – Standard Penetrometer Test (SPT)

- i. Utility Services identification including 'Dial Before You Dig' services locator and ground penetrating radar (if necessary),
- ii. Set up SPT rig and undertake testing to a depth of refusal,
- iii. Survey the location of the investigation CPTu hole to MGA (GDA1994 MGA Zone 56) coordinates and RL to AHD,
- iv. Disposal of any waste material/spoil to an appropriate waste facility, and
- v. Grout up hole on completion.

C. Type C – Augered Borehole (up to 20m deep)

- i. Establish drill rig at approved site investigation location on land;
 - ii. Set up drill rig including breaking out hard surfacing (pavements or concrete), grout drill hole on completion with cement grout, pack up, site reinstatement, remove spoil and clean-up;
 - iii. Non-core vertical drill in overburden soil for a depth of up to 5m including logging, SPTs, and undisturbed sample collection,
 - iv. Core drill in rock for a length of up to 20m including logging, Point Load Strength tests at 1m intervals, core boxes and core photography;
 - v. Conduct up to three in-situ water pressure tests (packer testing) in rock including presentation and interpretation of results;
 - vi. Disposal of waste material/spoil to an appropriate waste facility;
 - vii. Carry out borehole imaging; and
 - viii. Survey the location of the investigation drill hole to MGA (GDA1994 MGA Zone 56) coordinates and RL to AHD.
- b) In-situ stress testing must be conducted in selected boreholes using an agreed method such as the overcoring method.
 - c) The boreholes must be oriented vertically and borehole advancement must be by non-core drilling in fill and soil and diamond core drilling in rock.
 - d) Borehole imaging by acoustic or optical televiewer must be carried out in boreholes Type C to measure any defect orientations
 - e) Following identification of borehole locations in the Geotechnical Investigation Plan (see section 5.1) and subsequent approval from the Principal's Representative and approval authorities to undertake the works, the SSJ Contractor may proceed with the site investigation works.
 - f) The exact location of the investigation boreholes proposed by the Principal must be confirmed possible by the SSJ Contractor taking into account the location of Utility Services, road closure requirements, possession requirements and noise constraints.
 - g) The SSJ Contractor must undertake an assessment of required possessions, traffic control measures and road opening permits for each borehole location. The SSJ Contractor must allow for site audits by the Principal's Representative to assess works

area and equipment or materials collected (e.g. boxed core) during the site investigation.

- h) In the event that access to the Rail Corridor is required, the SSJ Contractor is responsible for making such arrangements with Sydney Trains and meeting all relevant track safety requirements. The SSJ Contractor will be required to provide an appropriate number of Protection Officers from a Sydney Trains approved Worksite Protection service provider, to ensure the works do not affect rail safety. Protection Officers must be PO level 2 as a minimum, except where under the direct supervision of a PO2 or higher.
- i) The SSJ Contractor must liaise with the Principal's Representative and confirm the proposed location of boreholes prior to commencing the drilling of the boreholes at the locations provided. Drilling must not commence without prior written approval from the Principal's Representative. Drilling termination at suggested levels must be confirmed by the Principal's Representative, especially if non-consistent geological conditions (e.g. geological structure or dykes etc.) are encountered.

4.5.1. Core Loss (Type C Boreholes)

- a) The SSJ Contractor must present as part of the Geotechnical Investigation Plan (GIP) a process for determining what constitutes unacceptable core loss for agreement by the Principal's Representative prior to the start of drilling. Boreholes that contain unacceptable core loss, particularly in sections that are critical for design, must be re-drilled and re-logged either in total or in part. The Principal's required successful percentage of core recovery to support the survey investigation data required (determinant on prevailing ground conditions) is tabled below.

Table 1 – Required core recovery

Ground Conditions	Core Recovery
Rock (fresh to moderately weathered / well to very well cemented)	95%
Rock (moderately to highly weathered / moderately cemented)	90%
Rock (extremely weathered / un-cemented to weakly cemented)	80%
Soil	75%

4.6. Site Investigation and Borehole Survey

- a) The SSJ Contractor must provide a survey of all investigation sites, including all boreholes, test pits and any other significant features. The location of all test excavations and boreholes sites must be surveyed to at least ± 100 mm in plan position and ± 50 mm in level so that their position can be related to the alignment.
- b) All survey must be based on the Geodetic Datum of Australia (GDA94 - GDA_1994_MGA_Zone_56) and Australia Height Datum (AHD).
- c) All inclined boreholes and boreholes > 20m deep are to be surveyed for deviation in inclination (vertical or inclined), deviation of azimuth, borehole length and termination point and include:
 - i. an accurate digital plot (Excel) of the path of the hole in 3-dimensional space, (northing (x), easting (y), true depth (z) coordinates) of every known point along the cored path; and
 - ii. any azimuth be measured in either a geographic north (TN) or geomagnetic north (MN) depending whether the geographical declination has been set. All measured azimuths should be recorded with a TN or MN suffix in all logs and reports.
- d) Sites that are susceptible to anomalous magnetic fields must be annotated on logs and reports, and in these areas other systems for measuring azimuth should be adopted and recorded.
- e) The SSJ Contractor must keep an up to date ESRI, AutoCAD or web-based map showing locations of boreholes completed and pending, including reference and estimated program dates. The updated map must be issued to the Principal's Representative each Friday during the progress of the Services.

4.7. Laboratory Analysis

- a) The SSJ Contractor must conduct soil and rock mechanics testing on disturbed and undisturbed soil and rock samples collected during the field investigations. Laboratory testing on samples taken during the investigation must provide comprehensive data with sufficient samples tested to fully characterise all materials.
- b) The SSJ Contractor must prepare a list of samples for testing as summarised below and described in Appendix A.

4.7.1. Soil Testing

- a) The SSJ Contractor must conduct soils testing on disturbed and undisturbed samples collected during the field investigation.
- b) A minimum of 2 soil samples must be collected from all test pits at depths appropriate to the advice of the SSJ Contractor's qualified Geotechnical Engineer and sufficient to satisfy the testing requirements listed below;

Laboratory Test	Test Method
Field Moisture Content	AS 1289.2.1.1
Particle Size Distribution (Grading)	AS 1289.3.6.1
Hydrometer	AS 1289.3.6.3
Atterberg Limits with Linear Shrinkage	AS 1289.3.3.1
Undrained Triaxial Testing	AS 1289.6.4.2
Consolidated Undrained Triaxial Testing with pore pressure measurements	AS 1289.6.4.2
Consolidated Undrained Triaxial Testing	AS 1289.6.2.2
Direct Shear Testing	AS 1289.6.2.2
1-D Consolidation Testing	AS 1289 6.6.1
Aggressivity Testing (pH, Sulphate, Chlorides, EC)	To be proposed by the SSJ Contractor
Standard Compaction Test to 98% of MDD and CBR (10 day soaking)	To be proposed by the SSJ Contractor

Table 3 – Geotechnical Laboratory Soil Testing

4.7.2. Rock Testing

- a) The SSJ Contractor must conduct rock mechanics testing on the rock samples collected during the field investigations. Testing must include both rock mass and defect testing and must be conducted on specimens from each major rock unit at depths appropriate to the proposed tunnel alignment and station excavations.

Laboratory Test	Test Method
Moisture Content	AS 4133.4.1.1.1 - 1993
Rock UCS	AS 4133.4.2 - 1993
Rock UCS with Young's Modulus and Poisson's ratio (secant, tangent at 50% of max stress, and average from 42% to 58% of max stress)	AS 4133.4.3 - 1993
Petrographic Examination – Proportion and type of grain, cement constituents (silica, feldspar, siderite (specifically grain size) clay or other)	(ASTM C295/AS2758.1 - 1998)
In-situ Testing – including point load strength tests at every meter	AS 4133.4.1

Laboratory Test	Test Method
Rock Clay Mineralogy	To be proposed by SSJ Contractor
Direct Shear test on Defects	ASTM D5607 – 08

Table 4 – Geotechnical Laboratory Rock Testing

4.7.3. Groundwater testing

- a) The SSJ Contractor must undertake groundwater sampling and testing to assess aggressivity and for assessment of potential contamination.
- b) One groundwater sample per borehole must be collected. Further groundwater samples may be required.
- c) Groundwater sampling must be undertaken using positive displacement. It should be noted that some groundwater wells may extend beyond 25 metres and appropriate equipment should be employed to enable samples to be collected. Details of the procedure and equipment employed are to be provided in the Sampling Analysis and Quality Plan. Note that the groundwater wells must have a minimum internal diameter of 50mm.
- d) Field measurements must be conducted on the pH, dissolved oxygen, redox, conductivity and temperature on all extracted water samples at the time of sampling. Field observations must also be recorded.

4.8. Non-destructive potholing / slit trenches for Utility Services

- a) The SSJ Contractor must confirm and record the location and depth of all buried Utility Services associated with bridge structures and station locations identified in Appendix A.
- b) The SSJ Contractor must comply with the requirements of relevant Utility Services owners in relation to investigation works in the vicinity of the Utility Services.
- c) Attention is directed to the possible existence of underground Utility Services not shown on any drawing or at locations or elevations different from those shown on any drawing. The SSJ Contractor must ascertain the exact location by potholing and visually sighting and formally identifying each underground utility exposed.
- d) The SSJ Contractor must examine all information made available in writing by the Principal to the SSJ Contractor (including the Service Brief and associated drawings).
- e) The SSJ Contractor must consider any risks, contingencies and other circumstances based on the Service Brief and drawings which have an effect on the SSJ Contractor and ensure that all reasonable enquiries are made to obtain further information necessary to mitigate identified risks.
- f) If during the execution of the site investigation activities, the SSJ Contractor becomes aware of an unknown Utility Service, the SSJ Contractor must forthwith, and where possible before the physical conditions are disturbed, give written notice thereof to the Principal's Representative.

- g) The SSJ Contractor must prepare and provide to the Principal's Representative for review a Safe Work Method Statement (SWMS) for any Utility Service location, potholing or mechanical excavation. The SWMS must be provided at least 2 weeks prior to the intended commencement of any such work.
- h) All Utility Services disturbed or potholed during the work must be reinstated to the Utility Service owner's current standards, irrespective of what standard they were constructed to.
- i) Where Utility Services are identified as differing from issued drawings the SSJ Contractor must provide accurate (surveyed) drawings of the actual location of the Utility Service to the Principal's Representative for provision to the Utility Service owner (see section 5 for Deliverables).
- j) For survey works associated with the Qenos pipeline at stations and bridges identified in Table 1, the SSJ Contractor must adhere to the following requirements;
 - i. the Qenos pipeline is located within a 1m-wide pipeline easement;
 - ii. all works proposed to be carried out within 5 metres of the Qenos pipeline must be approved in writing by Qenos Pty Ltd;
 - iii. evidence of Qenos' approval must be provided to the Principal's Representative 14 days prior to works being carried out;
 - iv. excavations within 500mm of the pipeline must be carried out by hand;
 - v. excavations over the easement must be supervised by Qenos; and
 - vi. Qenos must be given 48 hours' notice of all works to be carried out within 5 metres of the Qenos pipeline so that all necessary pipe location and supervision can be organised.
- k) The SSJ Contractor must obtain identification and survey of the Utility Services contained in Table 5 below in addition to the locations identified in Appendix A.

5. Deliverables

5.1. Geotechnical Investigation Plan (GIP)

- a) The SSJ Contractor must prepare and submit for approval a detailed Geotechnical Investigation Plan (GIP) that is based on the requirements of this Services Brief. As the final scope will be determined during the course of the investigations, the test locations and scope may be subject to change. Therefore, the GIP must be a 'live' document for the duration of the Services, documenting the agreed and completed scope at any time.
- b) The SSJ Contractor will be responsible for keeping the GIP current at all times to reflect variations in investigation scope as directed by the Principal's Representative.
- c) Where a scope change occurs, an updated GIP must be provided to the Principal's Representative with details of the change in scope, within one week of the scope change being directed by the Principal's Representative.
- d) As a minimum, the GIP is to address the following;

- i. proposed geotechnical investigations including a plan of the proposed geotechnical investigation sites;
 - ii. methodology and equipment for field sampling, testing and investigations;
 - iii. a summary report for each borehole including proposed in-situ testing, sampling and installations. On borehole completion, the report must be updated to reflect the completed scope;
 - iv. survey of locations;
 - v. consultations with Utility Services owners and services management protocols;
 - vi. detailed listing of collected samples, including details of laboratory testing proposed and/or completed. The schedule of samples collected must be provided to the Principal's Representative for use in developing the laboratory testing schedules;
 - vii. provision for internal and Principal's Representative's review of the geotechnical data report;
 - viii. transfer of data;
 - ix. road occupancy/traffic control; and
 - x. Rail Corridor access and possession planning.
- e) Specific to contamination sampling for specified boreholes, the GIP must also include a Sampling Analysis and Quality Plan (SAQP) that must be submitted and approved prior to commencing fieldwork. As a minimum, the SAQP must include:
- i. details regarding sample handling and transportation procedures;
 - ii. details of the analytical program;
 - iii. data quality assurance, including specific data quality objectives; and
 - iv. quality control to be adopted (laboratory and field).
- f) The GIP must be submitted to the Principal's Representative no later than 20 days the date of this Change Order 018.

5.2. **Geotechnical Data Report (GDR)**

- a) The SSJ Contractor must produce factual outputs and test data from the geotechnical investigations completed. The factual data must be used to produce a Geotechnical Data Report (GDR),
- b) The following items must, where applicable, be covered in the GDR;

Report	Report Requirements
Description of Site	A full description of each investigation site must be given. The coordinates of each location must be given in MGA, reference of each investigation location must be stated and such other information required to clarify the identification and location of the site. Details of any structures existing on the site at the time of the investigation must also be given.
Geotechnical Investigation Summary Plan	<p>A location plan in ESRI file, .dwg and .pdf formats must be provided showing the location of each borehole or test location. This plan is to be consistent with the information indicated on the drawings contained in Appendix A.</p> <p>The location of any field tests and geotechnical observations must be shown.</p> <p>The location plan must be of sufficient size to show the relationship of the boreholes to neighbouring existing buildings or other easily identified landmarks. The location plan must incorporate the results of the geological mapping and API. The scale of the plan and the north point must be clearly indicated. Additional localised plans must present the results of geological mapping activities at an appropriate scale.</p>
Feature Survey / Pot Holing	Drawings must be prepared depicting the spatial features of assets and features referred to in sections 3 and 4.
Borehole Logs	<p>Borehole logs (including photologs) must be prepared. The SSJ Contractor must satisfy itself that all available data has been considered in preparing the logs and that draft copies and uncorrected driller's logs are not being used as part of the report. The various ground types must be described in the terms given in Appendix A and must be linked to the geology of the site. Borehole data is to be provided in gINT format</p> <p>The Point Load Test results must be displayed as symbols and as values on the log.</p>
Tabulation of Data	<p>The report must contain a tabulated summary of:</p> <ul style="list-style-type: none"> • Borehole, CPT and Testpit locations (Borehole/CPT ID, test type, surveyed location and surface level, test depth); • Laboratory test data (Borehole/Testpit ID, depth of sample, sample type, test method, laboratory certificate number, summarised results). A separate tabulation must be provided for geotechnical and contamination testing; • Packer Test Data (Borehole ID, depth of test, reported Lugeon value); and • In-situ testing results.

Report	Report Requirements
Deliverable requirements	<p>All site investigations must be included in the Design Documentation in the following electronic formats:</p> <ul style="list-style-type: none"> a. pdf; and b. ASCII data file in Association of Geotechnical and Geo-environmental Specialists (AGS) format. <p>All site investigations must be included in the Design documentation in the following electronic formats:</p> <ul style="list-style-type: none"> a. pdf; and b. ASCII data file in Association of Geotechnical and Geo-environmental Specialists (AGS) format. <p>In addition to the requirements in sections 3 and 4 above, all insitu test results including cone penetration, stress, packer permeability and pressure meter test results, groundwater monitoring and laboratory test results related to site investigations must be provided in electronic format (either .xls or .xlsx). All Contamination laboratory test results must be provided in Esdat electronic lab data format.</p>

Table 6 Geotechnical Data Report

5.3. Site Investigations Report

- a) The SSJ Contractor must provide the following outputs from the Utility Services investigation, condition assessments and the feature survey to produce a Site Investigations Report.
- b) The following items must be covered in the Site Investigations Report:

Site Investigation Report Sections	Report Requirements
Asset Condition Report	<p>Provide a summary and detailed list of assets assessed for condition in the form of drawings and sketches as well as a data base depicting measurement of conditions.</p> <p>The assessment should focus on the existing condition and maintenance / remedial requirements in its current use by making factual comment on the condition the SSJ Contractor finds</p>
Structural Inspection	<p>Structural examination report must include a diagram/ sketch/ drawing including key dimensions to clearly identify the structure, sample examination area, components examined and examination dates for area examined. This should also include comprehensive photographic record including identification of labels of structures and components uncovered and examined.</p> <p>The report must include as a minimum the methodology, assessment findings and a summary of results.</p>
Utility Services Data Report	<p>The Utility Services Data Report must contain all relevant information discovered in the investigation of the Utility Services in the area listing Utility Services and infrastructure identification exposed and surveyed within the trenches and include a cross-section drawing of each slit trench.</p> <p>The type and condition of Utility Services and infrastructure and the existing backfill material or protection must be identified.</p> <p>The Utility Services Data Report must include slit trench location, Utility Services type, diameter, material and number of conduits. Easting, Northing, RL for top, bottom and both sides of the conduit bank must be included in the report.</p> <p>The conduit bearing (true bearing) must also be recorded.</p>
Feature Survey	<p>All survey data supplied must be provided electronically in 3D CAD and in accordance with the relevant requirements contained in this Services Brief and in the following documents:</p> <ul style="list-style-type: none"> • Sydney Metro CAD/GIS/BIM Manual (SM EM-PW-304), • Sydney Metro Employers Information Requirements (SM EM-ST-203), and • AS 1100 Technical drawing

Table 7 – Site Investigations Report

5.4. Program of Deliverables

- a) The following investigation data deliverables are required as highlighted below:

Deliverable	Submission Date
Geotechnical Investigation Plan	
Geotechnical Data Report	
Site Investigation Report	

Table 8 – Program of Deliverables

5.5. Applicable Standards

5.5.1. Condition Inspections

- a) The following list of standards is considered applicable to the measurement of asset condition for the Sydney Metro City & Southwest. The list is not exhaustive and is provided as a guide only.
- i. AS ISO 13822-2005 Basis for design of structures - assessment of existing structures,
 - ii. IPWEA – NAMS.AU Condition Assessment and Asset Performance Guidelines,
 - iii. International Infrastructure Management Manual, 2011,
 - iv. TfNSW Asset Standards Authority, TN 072:2014 (TMC 301) Structures Examination, Version 2.0, 2014,
 - v. RTA Bridge Inspection Manual, 2nd Ed, 2007,
 - vi. ISO 13823 General principles on the design of structures for durability (2008),
 - vii. AS 3600 Concrete structures,
 - viii. AS 2312 Guide to the protection of structural steel against atmospheric corrosion by the use of protective coatings,
 - ix. AS 1735 Lifts, escalators and moving walkways,
 - x. AS 2865 Confined spaces,
 - xi. AS 1657 Fixed platforms, walkways, stairways and ladders, and
 - xii. AS 3000 Electrical installations.
- b) In addition to the above technical standards, the SSJ Contractor must also manage the condition assessment in accordance with the following standards and procedures:
- i. ISO 9001:2000/2008 Quality Management System – requirements,
 - ii. ISO 14001:2004 Environmental Management System – requirements with guidance for use,
 - iii. NSW Government Work Health and Safety Management Systems and Auditing Guidelines (Edition 5),
 - iv. AS 4801:2001 Occupational Health & Safety Management Systems – Specifications with guidance for use, and
 - v. AS 4292 Railway Safety Management.

5.5.2. Geotechnical Investigations

- a) The SSJ Contractor must carry out geotechnical investigation in accordance with the following standards and guidelines:
- i. AS 1726 Geotechnical Site Investigations,

- ii. AS 4133 Methods of testing rocks for engineering purposes,
- iii. AS 1289 Methods of testing soils for engineering purposes,
- iv. International Society for Rock Mechanics (ISRM), Document 8 Part 2, and
- v. TfNSW Asset Standards Authority, T MU CI 12140 GU Geotechnical Instrumentation and Monitoring Guidelines

5.5.3. Utility Services Investigations

- a) The SSJ Contractor must carry out Utility Services investigation in accordance with the following standards and guidelines:
 - i. AS 4588 Classification of subsurface utility investigation

Appendix A: Station Drawings

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Appendix B: Information Documents

Item	Author	Document Name	File detail	Report Date
1	WSP/AECOM	Geotechnical Interpretative Report – Reference Design	PDF	May 2017
2	GHD	Targeted Contamination Assessment – Sub portion 2 – Non Platform Areas	PDF	March 2017
3	GHD	Sydney Metro City & Southwest Sydenham to Bankstown Upgrade – Technical paper – Contamination Assessment Report	PDF	April 2017 ⁸
4	GHD	Sydney Metro Track Condition Assessment Environmental Site Assessment	PDF	March 2017
5	Golder Douglas	Geotechnical data Report – Southwest Station and Corridor (SSC) works	PDF	March 2017
6	GHD	Hazardous Materials Assessment	PDF	September 16
7	GHD	Trackside Geotechnical Investigation	PDF	August 16
8	GHD	Sydney Metro City and Southwest Sydney Metro, Sub portion 1: Sydenham to Bankstown Station Platforms, Contamination Assessment	PDF	October 17
9	Golder Douglas	Contamination Assessment Report – Southwest Station and Corridor Works	PDF	April 2017
10	Golder Douglas	Report on Geotechnical Risk Assessment of Cuttings and Embankments – Bankstown Line	PDF	January 2017

Item	Author	Document Name	File detail	Report Date
11	GHD	Track side Geotechnical Investigation Factual Report	PDF	February 2017
12	WSP/AECOM	Asset Condition Assessment and Renewal Scope – Technical Paper	PDF	October 2017
13	GHD	Asset Condition Report – Final Tranche	PDF	September 16
14	GHD	Associated Asset Condition GIS, Point Cloud, GPR, CCTV, Test pits etc.	2,059 files, 106 folders	File dated 30 June 2017
15	Utility Services	Various	33 items comprising of 8 PDFS and 25 Zip files	Various between 28th March 18 – 9th November 18
16	Sydney Trains	Marrickville to the Burwood Road - Platform Walls	DWG	Drawing no 45/ EDMS CV0424649
17	RPS	Cadastral Survey Model	ZIP file	March 2017

Schedule 7

Amendments to Schedule C1

Schedule C1 is amended as follows:

1. the Main Body is amended as set out in the attached mark-up against the form of the Main Body included in Schedule 27 of the First SSJ Amendment Deed;
2. Appendix E4.0 is amended as set out in the attached mark-up against the form of Appendix E4.0 included in the SSJ Contract; and
3. the attached document described as Appendix F.01 is inserted.

The following appendices to the attached Appendix F.01 to the SWTC were transmitted to the SSJ Contractor via Teambinder on 14 December 2018 with Transmittal number SMCSWSSJ-SMD-TX-002229.

Document	No
Appendix F1.1 – SCC Civil General Arrangement Drawings	SMCSWSSJ-SMD -WSS-CE-SCH-000683
Appendix F1.2 – Southwest System Wide Civil Traction Substation Drawings	SMCSWSSJ-SMD -WSS-CE-SCH-000684
Appendix F1.3 – Southwest System Wide Civil Service Building Drawings	SMCSWSSJ-SMD -WSS-CE-SCH-000685
Appendix F1.4 – SCC Combined Service Route Schematic	SMCSWSSJ-SMD -WSS-CE-SCH-000686
Appendix F1.5 – SCC Metro Trackside Equipment Containment Schematic	SMCSWSSJ-SMD -WSS-CE-SCH-000687
Appendix F1.6 – SCC Metro Trackside Equipment Schedule	SMCSWSSJ-SMD -WSS-CE-SCH-000688
Appendix F1.7 – Campsie Noise Wall Drawing	SMCSWSSJ-SMD -WSS-CE-SCH-000689



**Transport
for NSW**

Sydney Metro City & Southwest

~~Sydenham Station and Junction (SSJ)~~

Schedule C1

Scope of Works and Technical Criteria
(SWTC)

~~Sydenham Station and Junction (SSJ)~~

PROJECT	Sydenham Station and Junction (SSJ)	DATE	14 May 2018 14 December 2018
GROUP	Sydney Metro City & Southwest	STATUS	Final
AUTHOR	Transport for NSW	REVISION	E
COMPANY	Transport for NSW	FILE NUMBER	SMCSWSSJ-SMD-WSS-CT-SCH-000050
FILE NAME	Sydenham Station and Junction (SSJ) SWTC		

<u>REV</u>	<u>Revision Details</u>
<u>E</u>	<u>Amendment Deed</u>
<u>F</u>	<u>Updated to incorporate Southwest Corridor Conversion Enabling Works</u>

Sydenham Station and Junction (SSJ)

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6. APPENDICES

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1. Introduction

1.1. Scope of Works and Technical Criteria (SWTC) Overview

- (a) This SWTC sets out the scope, general requirements and technical requirements for the Project Works, Temporary Works and the SSJ Contractor's Activities for the Sydney Metro City & Southwest Sydenham Station and Junction.
- (b) The SWTC has been developed based on the system performance, functions and process defined in the Business Requirements Specification (BRS) and Systems Requirements Specifications (SRS). The BRS and SRS provide the structure and context to the contract Scope of Works and Technical Criteria (SWTC).
- (c) Requirements in this document are project specific and are in addition to the requirements of the Management Requirements (MR's) that are included in schedules to the Contract.
- (d) The SSJ SWTC comprises:
 - (i) section 1 which outlines the structure of the SWTC, of the project background, objectives and interpretation of the SWTC;
 - (ii) section 2 which includes the high level scope of the SSJ Contractor's Activities, the Project Works and the Temporary Works;
 - (iii) section 3 which includes the general requirements that the SSJ Contractor must comply with;
 - (iv) section 4 which includes the technical requirements including performance criteria for the development of design and construction elements that the SSJ Contractor must comply with;
 - (v) section 5 which includes the construction requirements that the SSJ Contractor must comply with; and
 - (vi) the following appendices:
 - A. Appendix A1.0 which contains definitions of terms and acronyms used in the SWTC;
 - B. Appendix A2.0 which lists the minimum Codes and Standards for Sydney Metro Works;
 - C. Appendix B inclusive which contain technical requirements and scope elements for the Project Works, the Temporary Works and the SSJ Contractor's Activities;
 - D. Appendix C which contains specifications for the Project Works, the Temporary Works and the SSJ Contractor's Activities;
 - E. Appendix D which contains the SWTC Drawings referred to in Sections 1 to 5 inclusive and other Appendices; and

F. Appendices E which contains the Interface Requirements Specification (IRS) and Interface Schedules.

1.2. Project Background

- (a) The Sydney Metro City & Southwest is a 30 kilometre metro rail between Chatswood and Bankstown, including; 17 kilometres of new tunnel from Chatswood, under the harbour to Sydenham connecting 7 new underground stations at Crows Nest, Victoria Cross (North Sydney), Barangaroo, Pitt Street, Martin Place, Central and Waterloo, and upgrading 13 kilometres of the Bankstown line, including 11 existing stations; Sydenham, Marrickville, Dulwich Hill, Hurlstone Park, Canterbury, Campsie, Belmore, Lakemba, Wiley Park, Punchbowl and Bankstown plus southern service facilities.
- (b) The Project Works comprises upgrades to rail and station infrastructure to support customer movement and experience, and address fundamental transport and functionality needs across the existing Sydenham Station and Junction.

1.3. Project Overview

- (a) Sydenham Station lies approximately 6km south of the Sydney CBD and 2.5km from Sydney (Kingsford Smith) Airport.
- (b) Sydenham falls within the Inner West Council (formerly Marrickville) Local Government Area. The suburb is bounded by St Peters to the east, Marrickville to the west, Enmore to the north and Tempe to the south.
- (c) Land use around the station is mixed, with low density residential as well as commercial and industrial areas to the south that generally date from the late 19th century and early 20th century, and later industrial areas to the north.
- (d) The station is bounded by Burrows Ave to the south and Railway Parade to the north and with Sydenham and Marrickville Roads, form an important north/south connection for both general traffic and heavy vehicles. Burrows Avenue on the southern edge of the station is a busy local road. There are three high amenity recreational reserves within walking distance of the station: Fraser Park, Sydenham Green and Tillman Park.
- (e) Sydenham Station is on Schedule 5 of the Marrickville Local Environmental Plan 2011 as a heritage item of state heritage significance. Sydenham Station is also on the State Heritage Register, and RailCorp Section 170 Heritage and Conservation Register, including platform buildings, overhead booking office, overbridge and perimeter brick walls which are of 'aesthetic significance'.
- (f) The existing station consists of six platforms; two side platforms: 1 and 6; and two island platforms 2/3 and 4/5.
- (g) Current Sydney Trains operations through Sydenham Station, include:
 - (i) T3 Bankstown Line services stop at Platform 1 and 2;
 - (ii) Limited T2 Inner West and South Line stop at Platform 3 and 4; and
 - (iii) T4 Eastern Suburbs and Illawarra Line services stop at platform 5 and 6.

Sydenham Station and Junction (SSJ)

- (h) The existing station entry concourse on Gleeson Avenue was the subject of a Transport Access Program (TAP) upgrade in 2013 that included new stairs and lifts to all platforms, as well as ticketing, bicycle parking and other facilities.
- (i) The station currently provides accessible access (lifts) to all platforms, a ticket gateline and modern station concourse facilities. The station access is located on Gleeson Ave and provides good connectivity into the Sydenham precinct.
- (j) The station is currently serviced by three bus routes, 418, 425 and M30 with northbound stops located on Burrows Avenue, and southbound stops located on Railway Parade and Gleeson Avenue. In addition there is a school bus service.
- (k) Sydenham Station and Junction (SSJ) Project is a key component of Sydney Metro City & Southwest that is located at the interface between the tunnel from Chatswood to Sydenham and the Bankstown line conversion.
- (l) The SSJ scope involves remodelling of the existing Sydenham Station and Junction to allow for Sydney Metro City & Southwest operations, including a new aerial concourse constructed at the city end of the Sydenham Station to give access to all platforms and enable passenger interchange between train services, new platforms, new station buildings, station entries and forecourts, and new transport interchanges.
- (m) The northern interchange on Railway Parade will enable a connection to the proposed Sydney Metro City & Southwest trains facility south (stabling yard) to the north. The SSJ scope also includes adjustment of existing Sydney Trains rail systems and civil and structural work to enable separation between Sydney Trains and Sydney Metro City & Southwest operations.
- (n) To facilitate the conversion of Platforms 1 and 2 for the operation of Sydney Metro City & Southwest services the existing Bankstown line and XPT Maintenance Centre access tracks will be temporarily diverted through Platforms 3 and 4.
- (o) Two existing platforms (platforms 1 and 2) will be straightened and extended for Sydney Metro City & Southwest services. Existing platforms 3, 4, 5, and 6 will continue to be used by Sydney Trains services allowing Metro customers to interchange with T2 Inner West and South Line and T4 Eastern Suburbs and Illawarra Line.
- (p) The SSJ Contractor's Activities will require significant enabling works including relocation of existing Sydney Trains combined services routes, modification of public utilities including Sydney Water stormwater drainage network. The modification to the Sydney Water stormwater drainage system will include an aqueduct over Sydenham Pit, realigned drainage channels, new under-track culvert and a new pumping station.

Sydenham Station and Junction (SSJ)



Figure 1.3 Sydenham Station and Junction

1.4. Project Objectives

- (a) The Principal's objectives for the Sydney Metro City & Southwest project are contained in clause 2.1 of the General Conditions.
- (b) The Principal's objectives for the Project Works are contained in clause 2.2 of the General Conditions.

1.5. Purpose and interpretation of SWTC

- (a) The criteria and requirements in this SWTC are minimum criteria and requirements, including technical, operational and performance criteria and requirements for the Project Works, the Temporary Works and the SSJ Contractor's Activities which the SSJ Contractor must satisfy to fulfil its obligations under the Contract.
- (b) If more than one criterion or requirement applies in respect of any part of the Project Works, the Temporary Works and the SSJ Contractor's Activities then all criteria and requirements must be satisfied. If there are criteria and requirements which are mutually exclusive, then the criterion or requirement which delivers the greatest level of service or is of the highest standard, will apply.
- (c) Reference to any work is deemed to include a requirement to undertake any additional activities necessary for the satisfactory completion and performance of that work and full compliance with the SWTC.
- (d) The SSJ Contractor bears the risk that compliance with this SWTC will not fulfil the SSJ Contractor's obligations under the Contract. In particular, the SSJ Contractor must carry out any work, tasks and activities additional to that contemplated by this SWTC to ensure that the SSJ Contractor satisfies its obligations under the Contract.
- (e) The SWTC Drawings are contained in Appendix D. The SWTC Drawings provide criteria and requirements that the SSJ Contractor must satisfy in development of the Design Documentation in conjunction with the SWTC.

Sydenham Station and Junction (SSJ)

- (f) Notwithstanding the requirements of the Contract, if the SSJ Contractor proposes to Change the dimensions, sizes, numbers or the specified minimum requirements specified by the SWTC and SWTC Appendices to meet a “performance” requirement in the SWTC, the SSJ Contractor must:
- (i) gain approval from the Principal to use the “performance” based solution or any proposed reduction in the specified minimum requirements prior to incorporation into the Design Documentation in accordance with the Contract;
 - (ii) provide sufficient calculations and details of the “performance” based dimensions, sizes or numbers support the SSJ Contractor’s assessment that it meets or improves the level of service and standard required by the SWTC;
 - (iii) provide drawings as may be required to show the layout of the element based on:
 - A. the “performance” based dimensions or sizes; and
 - B. the SWTC Drawings.
 - (iv) provide justification of any “performance” based solution or reduction in the specified minimum requirements.
- (g) Regardless of the “performance” based calculation or assessment, any alternative infrastructure or equipment must be able to provide an equivalent or better level of service than the infrastructure or equipment it replaces; and
- (h) Notwithstanding any approval(s) given by the Principal for any Change(s) to the dimensions, sizes, numbers or the specified minimum requirements shown on the SWTC Drawings, the SSJ Contractor remains responsible for the completion of the SSJ Contractor’s Activities in accordance with the Contract including all Codes and Standards.

1.6. Definitions and interpretations

- (a) The SWTC (including appendices) must be read in conjunction with all other parts of the Contract.
- (b) Unless the context requires otherwise, terms which have a defined meaning in clause 1.1 of the General Conditions have the same meaning where used in this SWTC.
- (c) Appendix A1.0 contains definitions of terms and acronyms used in this SWTC that are additional to those set out in clause 1.1 of the General Conditions.
- (d) Unless stated otherwise any reference in this SWTC to an Assets Standards Authority, Sydney Trains or RailCorp standard is to be read as the same standard.
- (e) Unless stated otherwise, any reference to a ‘section’ or ‘clause’ in this SWTC is a reference to a section or clause of this SWTC.
- (f) Unless stated otherwise, any reference to an ‘appendix’ or ‘appendices’ in this SWTC is a reference to an appendix or appendices of this SWTC.

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- (g) Unless stated otherwise, any reference to a 'Worksite' or 'Worksites' in this SWTC is a reference to a Worksite or Worksites set out in Schedule E1 of the Contract.
- (h) Unless stated otherwise, any reference to an 'existing' item of infrastructure in this SWTC must be read as a reference to the item of infrastructure existing at the date of the Contract.
- (i) Unless stated otherwise, all reduced levels specified in this SWTC, including those in the Appendices, are to Australian Height Datum (AHD).
- (j) Unless stated otherwise, all survey coordinates specified in this SWTC, including those in the Appendices, are to the Map Grid Australia (MGA-GDA-94).

2. Scope Description

2.1. General

- (a) The SSJ Contractor must undertake the SSJ Contractor's Activities in accordance with the requirements of the Contract, including this SWTC, SWTC appendixes, and the Planning Approvals.
- (b) The SSJ Contractor must implement an integrated approach to the performance of the SSJ Contractor's Activities using effective and robust systems which accommodate and address the project objectives and management requirements in Contract Schedules Part D.
- (c) In particular the SSJ Contractor must:
 - (i) satisfy the technical and procedural requirements of the Principal with respect to investigation, design and construction and handover of the Project Works;
 - (ii) demonstrate a whole of life approach in the design and construction of the Project Works to minimise asset operation, maintenance, replacement and refurbishment cost;
 - (iii) demonstrate an ability to understand the importance of customer outcomes and adopt customer centred design approaches;
 - (iv) demonstrate an appreciation of the Sydney Metro City & Southwest design objectives and a commitment to design excellence;
 - (v) establish and maintain a collaborative and effective working relationship with the Principal, Interface Contractors, stakeholders and the community;
 - (vi) ensure that its planning and programming is comprehensive and provides for the concurrent delivery of the performance and management requirements of the Contract;
 - (vii) ensure that risks are considered and mitigated throughout the performance of the SSJ Contractor's Activities;
 - (viii) proactively liaise with and satisfy the requirements of all relevant Authorities;
 - (ix) diligently address safety, function, operability, maintainability durability, sustainability and reliability and aesthetics in all aspects of the Project Works, the Temporary Works and the SSJ Contractor's Activities;
 - (x) implement a proactive stakeholder and community involvement strategy which enables the SSJ Contractor to respond to and accommodate reasonable stakeholder and community expectations in all aspects of the Project Works, the Temporary Works and the SSJ Contractor's Activities;

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- (xi) ensure a high standard of environmental, sustainability, community, safety and quality performance in the delivery of the SSJ Contractor's Activities by developing and implementing effective Project Plans and providing effective leadership to develop and maintain the culture and values that are consistent with this performance objective;
- (xii) demonstrate the importance of customer outcomes and adopt customer centred design approaches; and
- (xiii) demonstrate an appreciation of the Sydney Metro City & Southwest design objectives and a commitment to design excellence.

2.2. SSJ Contractor's Activities

- (a) Without in any way limiting the SSJ Contractor's obligations under the Contract, the SSJ Contractor's Activities include all tasks and things necessary to:
 - (i) undertake its own assessment on all existing assets and systems determine whether the existing assets and systems should be kept, modified, replaced or removed to meet the SWTC;
 - (ii) investigate, design, construct, test and commission the Project Works and Temporary Works;
 - (iii) preserve and protect all existing infrastructure including structures, public transport facilities including bus driver amenities and associated facilities, cycle ways, footpaths, Utility Services, roads, railways, buildings and improvements, that are affected by the SSJ Contractor's Activities, except for the existing infrastructure that is required to be demolished or modified under the Contract;
 - (iv) handover the Project Works to the Principal or relevant owner by the relevant Dates for Construction Completion in the condition required by the Contract;
 - (v) correct all Defects during the Defects Correction Period applicable to the relevant parts of the Project Works;
 - (vi) secure, maintain, repair, reinstate and hand back, in the specified condition, areas occupied or affected by the Temporary Works;
 - (vii) prepare the design, design integration and Design Documentation;
 - (viii) provide submissions in relation to configuration change, certification, construction testing and commissioning of the Project Works and Temporary Works;
 - (ix) prepare the SSJ Contractor's Programs;
 - (x) provide quality assurance of the SSJ Contractor's Activities;
 - (xi) ensure the Environmental Representative can perform its role under the Planning Approval;
 - (xii) mitigate environmental impacts during the design and construction of the Project Works and the Temporary Works;

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- (xiii) develop and implement sustainability strategies and initiatives for the SSJ Contractor's Activities, Project Works and the Temporary Works;
- (xiv) implement all necessary traffic and transport management methods to effectively manage traffic, transport, pedestrian and passengers affected by the construction of the Project Works and the Temporary Works;
- (xv) develop, implement and maintain the Contract Management Plans in accordance with the Contract;
- (xvi) provide effective stakeholder and community engagement, including effective communication, in relation to the Project Works and the Temporary Works and the SSJ Contractor's Activities;
- (xvii) provide site facilities and accommodation as required in the Contract;
- (xviii) maintain and repair the Project Works and the Temporary Works until the relevant Date of Construction Completion;
- (xix) enable the Independent Certifier to perform its functions including those identified in the Independent Certifier Deed to certify the Project Works and the Temporary Works;
- (xx) manage the nominated contractors to integrate the works delivered into the Project Works;
- (xxi) ensure that all rail and station systems remain accessible, functional, and at the applicable level of services, at all times during construction;
- (xxii) maintain customer access to Sydenham Station including station facilities, amenities and train services at the required level of service, at all times during construction, unless otherwise agreed to by Sydney Trains and the Principal;
- (xxiii) maintain the required level of fire safety in all parts of the Sydenham Station that remain operational during construction;
- (xxiv) remove all equipment, architectural elements, cabling and all other associated installations made redundant through the SSJ Contractor's Activities; and
- (xxv) made good all affected assets and substrate.

2.3. Project Works

- (a) The Project Works include all permanent new infrastructure and permanent modifications to existing infrastructure which must be constructed to enable the SSJ Contractor to satisfy the requirements of the Contract, including the requirements of this SWTC and the SWTC appendices.
- (b) The Project Works include the following categories of works:
 - (i) Sydney Metro Works;
 - (ii) Brownfield Works;
 - (iii) Utility Service Works;

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- (iv) Sydney Water Stormwater Drainage Works;
- (v) Property Works; ~~and~~
- (vi) Local Area Works, and
- ~~(vi)~~(vii) Southwest Corridor Conversion Enabling Works.

2.3.1. Sydney Metro Works

- (a) The Sydney Metro Works are the works for a new metro station for the Sydney Metro City & Southwest at Sydenham (Metro Station) and the associated metro rail corridor, which will be handed over to the Principal to be incorporated in the operating Sydney Metro City & Southwest or the Principal's nominees.
- (b) The Sydney Metro Works will interface with rail infrastructure, electrical systems, communications systems and control systems to be installed by Interface Contractors.
- (c) Elements of the Sydney Metro Works will be integrated into the Existing Operators rail network on an interim basis pending handover to the Principal.
- (d) The Sydney Metro Works include:
 - (i) the Metro Station and Interchange Works described in section 2.3.1.1; and
 - (ii) the Metro Corridor Works described in section 2.3.1.2.

2.3.1.1. Metro Station and Interchange Works

- (a) The Metro Station Works and Interchange comprise permanent new station infrastructure and permanent adjustments to existing infrastructure at Sydenham Station and interchange in accordance with Appendix D4.0 and Appendix D5.0, (including the associated transport interchange and precinct infrastructure), for the purposes of the operation and maintenance of the Metro Station.
- (b) The Metro Station and Interchange Works include:
 - (i) adjustments to existing Sydenham Station infrastructure (including the associated transport interchange and precinct infrastructure) to enable the construction of the new metro assets, including:
 - A. reconstruction and extension of platforms 1 and 2 as straight platforms, including:
 - i) level access for Sydney Metro City & Southwest trains;
 - ii) provision, including footings, recesses and fixtures, for Platform Screen Door (PSD) system in accordance with Appendix E1.5;
 - iii) platform edge screens extending to all areas of platform 1 and 2 coping edge not covered by PSDs including platform end access gates;
 - iv) platform security fencing to all back of platform area in accordance with Appendix B3.0 Section 7.6.3;

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- v) ramps at the city ends of the platforms to allow:
 - 1. maintenance access to and from the Rail Corridor; and
 - 2. egress of passengers off the end of platforms.
 - vi) platform buildings and staff facilities;
 - vii) platform canopies;
 - viii) platform drainage and rainwater collection tank(s);
 - ix) floor tiles;
 - x) tactile ground surface indicators; and
 - xi) platform furniture including seating, bins and other furniture.
- B. archival recording, demolition and removal of State Heritage listed building on Platform 1 (Parcel Office);
- C. archival recording, demolition and removal of billboards located adjacent to Sydenham Road; and
- D. archival recording, demolition and removal of Sydney Trains Sydenham Civil Depot (geotechnical building) located off Railway Parade, south of the station.
- (ii) new aerial paid concourse (Metro Concourse) positioned on the city end of the existing Sydenham Station platforms which will link the northern end of Railway Parade, northern end of Burrows Avenue, and all six existing Sydenham Station platforms including:
 - A. removal of any obstructing residual in-ground foundation structures/elements from the 2011 Railcorp temporary foot bridge constructed as part of the TfNSW Transport Access Program;
 - B. new Vertical Transport from all six platforms to the Metro Concourse on the paid side, including lifts to each platform;
 - C. covered stair access from all six platforms to the Metro Concourse on the paid side;
 - D. single unified concourse canopy;
 - E. tactile ground surface indicators; and
 - F. all wall, floor and ceiling finishes.
- (iii) new at-grade Metro Station entry plazas and integrated transport interchange located at the intersection of Sydenham Road, Railway Parade and Lower Railway Parade, and on Burrows Avenue between the intersection of George Street and Hogan Avenue including:
 - A. paved station Primary Plaza and Secondary Plaza including; new accessible pathways / ramps between the station and interchange facilities;

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- B. station entrance structure, including ticket Gateline(s) and extended weather protection;
 - C. customer facilities including ticket self-service machines and ATMs;
 - D. bicycle parking facilities including rails and lock-up parking;
 - E. vehicle management devices;
 - F. street furniture including public seating adjacent to pedestrian paths;
 - G. modification to existing road reserve and Local Area precinct including, signalised and non-signalised pedestrian crossings to suit the new station entrance and pedestrian desire lines;
 - H. plaza landscaping including hard and soft landscaping: paving drainage, tree cover, planter boxes;
 - I. drinking fountains;
 - J. lighting;
 - K. integrated public art;
 - L. bus stops adjacent to stations with and accessible path of travel to station entry;
 - M. dedicated accessible taxi and kiss and ride zones, with accessible facilities and paths of travel to station entry;
 - N. customer shelters at bus stops and at taxi and kiss and ride zones;
 - O. modification to existing and new footpaths, driveways and stairs;
 - P. kerb and road realignment;
 - Q. modification to existing and new fencing, retaining walls and balustrades;
 - R. modification to existing and new stormwater drainage;
 - S. modification to existing on street parking;
 - T. modification to existing and new tactile indicators; and
 - U. removal and disposal of existing infrastructure made redundant through the SSJ Contractor's Activities.
- (iv) modifications to Sydenham Road and Railway Parade, including vertical realignment to providing an accessible path of travel from the bus interchange to the Metro Station entrance avoiding the realigned Sydney Water culverts, including associated modifications to brick retaining wall.
- (v) new Metro Station buildings as defined in Appendix C1.0 Metro Station Room Schedule and C1.1 Room Data Sheets, including:
- A. all fixtures and fittings;

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- B. door and door hardware, including electric door ironmongeries to the security level described in Appendix E1.9;
 - C. all wall, floor and ceiling surfaces including soffits, cladding, roofing and painting;
 - D. handrails, fencing and balustrades;
 - E. louvres and grilles;
 - F. painting of surfaces;
 - G. all other architectural finishes;
 - H. all other equipment, cable containment, troughing and all other requirements described with the Interface Schedules;
 - I. tactile indicators; and
 - J. internal room layouts and fit out suitable for staff, equipment and plant accommodation.
- (vi) new services equipment facility located within the current Sydney Trains Sydenham Civil Depot including the following:
- A. services equipment building and rooms as defined in Appendix C1.0 Metro Station Room Schedule;
 - B. maintenance parking; and
 - C. shared vehicular access driveway to the Sydenham Station padmount substation, including separate designated Sydney Trains maintenance parking adjacent to the substation.
- (vii) new low voltage (LV) power supplies and distribution systems, centralised UPS system, dedicated UPS system and photovoltaic systems, including all associated low voltage electrical equipment, foundations, cabling, cable containment, earthing, bonding, lighting, monitoring, control, renewable energy sources to the Metro Station and precinct, service equipment rooms and trackside facilities in accordance with Appendix C1.3;
- (viii) earthing, bonding and electrolysis protection systems necessary for the protection of all infrastructure comprising the Project Works and Temporary Works;
- (ix) Environmental Control Systems (ECS) including:
- A. heating, ventilation, and air-conditioning (HVAC) systems;
 - B. equipment room cooling and ventilation systems;
 - C. back-up cooling systems for critical equipment rooms;
 - D. economy cycles and heat recovery systems;
 - E. pressurisation systems;
 - F. pressure relief and purge systems;

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- G. associated equipment and system component supports, intakes, discharges, risers, civil and structural works, and acoustic treatments;
 - H. power supply, control, and monitoring systems and interfaces;
 - I. water supply, treatment, and drainage systems; and
 - J. fire separation, fire stopping, fire proofing, and fire system interfaces.
- (x) cable containment system (including route design) which includes, equipment footing, pits, junction boxes, bracketry, equipotential bonding conductors, conduits, cable outlet boxes, underground cable routes, cable tray, troughing, pits, undertrack crossings, to vertical transport system, platform screen doors, radio system, central control system and communication systems in accordance with Appendix E1.0 to Appendix E1.9;
- (xi) new building services including:
- A. Low voltage;
 - B. trackside facilities;
 - C. station Environmental Control Systems (ECS);
 - D. hydraulic services;
 - E. lighting services;
 - F. signage and advertising panels;
 - G. Vertical Transport;
 - H. entrance shutters; and
 - I. fire indication panels and associated systems.
- (xii) new building management system with all necessary components and interfaces for local control and monitoring of entries to the Metro Station and facility building services, including:
- A. Low voltage;
 - B. trackside facilities;
 - C. station Environmental Control Systems (ECS);
 - D. hydraulic services;
 - E. lighting services;
 - F. signage and advertising panels;
 - G. Vertical Transport;
 - H. entrance shutters; and

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- I. fire indication panels and associated systems.
- (xiii) provisions for new ticket Gatelines and electronic ticketing equipment (ETS) including gate array controller (GAC), recharge facilities and self-service machines, including:
 - A. power supply to all ETS and GAC Equipment including power cables, earthing cables, cable containment and connections to local LV distribution boards and LV switch boards;
 - B. installation of emergency gate opening panel (EGOP) and emergency opening buttons;
 - C. all Fire Safety System interfaces associated with Gatelines including cabling and cable containment and connection between Gatelines and the fire indicator panels and break glass;
 - D. all works associated with civil and cable containment works for data communications cable, including:
 - a. ducting and footings associated with below ground civil works;
 - b. draw wires for underfloor ducting and conduits;
 - c. access pits and panels to any cabling containment system;
 - d. cable containment to all ETS equipment to connect to the local area network switches, interfacing to the Sydney Metro data communications network and/or Sydney Trains data communications network; and
 - e. civil works, including ducting and footings associated with ground civil works.
 - E. spatial provision for secure storage of rotables and consumables to support first line maintenance of ETS Equipment.
- (xiv) all wayfinding, general, safety and statutory signage throughout the Metro Station and Interchange including:
 - A. station entrances, public amenities, Vertical Transport, concourses and platforms;
 - B. areas of Sydenham Station which are impacted by Contractor Activities;
 - C. Station Precinct;
 - D. direction signage to bus, taxi, Kiss and Ride, bike storage and other transport mode areas within the Station Precinct and Interchange;
 - E. other general advisory and information signage regarding wayfinding;
 - F. all safety and emergency signage;
 - G. all statutory signage;
 - H. Fire Life Safety signs;

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- I. street signs and traffic control signs;
- J. removal and disposal of all redundant signage;
- K. repairs and reinstatement of all surfaces and substrates from which existing signage is removed, to match the surrounding surfaces;
- L. provisions for public art installations;
- M. provisions for free standing digital advertising totems inside the Metro Station Gatelines, Metro Concourse and platform 1;
- N. provisions for large format digital advertising screens on the Metro Concourse; and
- O. provision for retail facilities in the Primary Plazas and Secondary Plazas.

2.3.1.2. Metro Corridor Works

- (a) The Metro Corridor Works comprise permanent new infrastructure, and permanent adjustments to existing infrastructure, in the Rail Corridor for the purposes of the operations and maintenance of the Sydney Metro City & Southwest.
- (b) The Metro Corridor Works include:
 - (i) cable containment system (including route design) which includes, equipment footing, pits, junction boxes, bracketry, equipotential bonding conductor, conduits, cable outlet boxes, underground cable routes, cable tray, troughing, pits, undertrack crossings for radio systems, signalling and train control systems, and communications systems in accordance with Appendix E1.0 to Appendix E1.9 and Appendix C1.2;
 - (ii) cable containment system (including route design) which includes, equipment footing, pits, junction boxes, bracketry, equipotential bonding conductor, conduits, cable outlet boxes, underground cable routes, cable tray, troughing, pits, undertrack crossings for electrical systems including;
 - A. high voltage reticulation;
 - B. low voltage; and
 - C. overhead wiring and traction supply.
 - (iii) widening of existing rail embankment on Up side of Rail Corridor adjacent to the Bankstown Line to provide for slewing of the Bankstown Line, including widening of the bridge(s) over the drainage canals;
 - (iv) deep and shallow stabilisation and protection works to embankments and cuttings, including retaining walls;
 - (v) new, upgraded and modified track and track formation in accordance with the track design and the physical extent of trackwork defined in Appendix D3.0 and D6.0 including:
 - A. provision for northern shunt neck, eastern bypass road and down metro SW and up metro SW;

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- B. formation transition slabs associated with the Transgrid suspended slab on the northern shunt neck as detailed in Appendix E3.0;
 - C. formation transition slab associated with the southern dive portal for the up and down tracks as detailed in Appendix E3.0;
 - D. provision for straight track alignments through the Metro Station platforms;
 - E. new 802 A&B crossovers between the Up and Down Bankstown lines;
 - F. temporary buffer stops with associated equipment on the Up and Down Bankstown lines at the country end of platforms 1 and 2;
 - G. replacement and/or upgrading of existing track, track formation, drainage, ballast or ballast reconditioning to meet the technical requirements;
 - H. slew Up and Down Bankstown lines to final Sydney Metro City & Southwest vertical and horizontal alignment, including superelevation adjustments required to maintain Sydney Trains interim operations;
 - I. guard rails and other track infrastructure required to support Sydney Metro City & Southwest operations;
 - J. staging of the works to ensure continued operations of the Sydenham maintenance centre and the ARTC goods line;
 - K. staging of track work to ensure continued operation of Sydney Trains and ARTC operations during the course of construction; and
 - L. coordination with Interface Contractors.
- (vi) new, upgraded and modified overhead wiring and associated overhead wiring infrastructure to meet Sydney Metro City & Southwest operational requirements and revised track alignments, including;
- A. OHW and OHWS for Sydney Metro City & Southwest final 1500V configuration, including switched overlaps, in accordance with Appendix E4.0;
 - B. OHWS through Metro Station platform areas in accordance with Interface Contractor requirements as detailed in Appendix E1.4; and
 - C. Sydney Trains and Sydney Metro City & Southwest shared OHWS in accordance with Interface Contractors requirements as detailed in Appendix E1.4.
- (vii) modification to the existing canal underbridge at Ch 5.646km including:
- A. widening the bridge, including new approach slabs;
 - B. new waterproofing to bridge deck; and
 - C. widening the stormwater culvert, including, infill slab, approach slab and headwall.

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- (viii) new service bridge(s) for the cable routes located on the Up side of the Bankstown Line over drainage channels at approximately Ch5.635 and Ch5.653km;
- (ix) new, upgraded and modified stormwater drainage including inter-track, cross track, cess and trunk stormwater infrastructure to meet Sydney Metro City & Southwest operational requirements and revised track alignments;
- (x) spatial and structural provisioning for future noise wall at the following locations:
 - A. Retaining structure, where required, on the Up side of the track between chainage 6km 175 and 6km 255;
 - B. The Up side of the bridge across the Sydney Water drainage canal between chainage 6km 255 and 6km 280; and
 - C. Retaining walls on the Up side of the track between chainages 6km 280 and 6km 480.
- (xi) Rail Corridor boundary security fencing including access gates to prevent both deliberate and unintentional access to the rail corridor in accordance with Appendix D1.0 and E, including:
 - A. maintenance access gates; and
 - B. provision for (and coordination with) Trackside Intruder Detection System using fencing structures.
- (xii) internal corridor fencing and assess gates to segregate (segregation fencing) in accordance with Appendix D1.0 and Appendix E, including:
 - A. the Sydney Trains corridor;
 - B. the Sydney Metro City & Southwest unattended train operation (UTO) area from other maintenance and accessible areas within the rail corridor; and
 - C. facilitate the Interface Contractor activities.

2.3.2. Brownfield Works

- (a) The Brownfield Works are the works at and around Sydenham Station and Sydenham Junction associated with, or required to enable, the construction, integration, operation and maintenance of the Sydney Metro Works.
- (b) The Brownfield Works will be designed and constructed for the use of existing rail operators, other than the Operator of the Sydney Metro City & Southwest.
- (c) The Brownfield Works include:
 - (i) the Brownfield Rail Works described in section 2.3.2.1;
 - (ii) the Sydenham Junction Works described in section 2.3.2.2; and
 - (iii) the Sydenham Bridge Works described in section 2.3.2.3.

2.3.2.1. Brownfield Rail Works

- (a) The Brownfield Rail Works comprises permanent new infrastructure, permanent adjustments, and protection measures for existing rail and station systems to facilitate the construction of the Sydney Metro Works.
- (b) The Brownfield Rail Works include:
 - (i) relocation of all existing Sydney Trains rail systems cable routes and cabling outside of the Sydney Metro City & Southwest Rail Corridor as designated by the separation and boundary fence, including;
 - A. 11kv feeder 608/2 and 686;
 - B. signalling cables;
 - C. copper communications cables;
 - D. optic fibre cables;
 - E. low voltage cables;
 - F. 1500v dc system;
 - G. compressed air; and
 - H. digital train radio.
 - (ii) relocation, adjustment and protection to existing cable routes including:
 - A. the 11kv aerial feeder 608/3 cable route through Burrows Ave; and
 - B. the 33kv feeder 799 cable route through Burrows Ave.
 - (iii) re-configuration of signalling equipment and cables to support the Brownfield Works, including recovery of all redundant assets,
 - (iv) signal sighting and signage modifications in accordance with the signal plans.
 - (v) removal of “out of service” aerial feeder 608 and poles between pole 3b to 13, including associated works to stabilise existing feeder at pole 14;
 - (vi) relocation, adjustment and protection to existing Sydenham Station infrastructure, including:
 - A. reconstruction and resurface;
 - B. platform buildings;
 - C. drainage;
 - D. sewer;
 - E. seating and bins;
 - F. canopies;
 - G. lighting; and

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- H. wayfinding signage and customer information.
- (vii) localised reconstruction, resurfacing and regrading on platform 3, 4, 5 and 6;
- (viii) relocation, adjustment and protection to existing Sydenham Station systems, including;
 - A. operation critical data network (OCDN);
 - B. station earthing system;
 - C. closed circuit television system (CCTV);
 - D. passenger information display system (PIDS);
 - E. telephone systems;
 - F. precise clocks;
 - G. public address systems (PA);
 - H. electronic security systems (ESS);
 - I. electronic access control systems (EACS);
 - J. electronic tickets systems (ETS);
 - K. audio frequency induction loop (AFIL);
 - L. Fire Life Safety (FLS);
 - M. local area network (LAN) including Kronos and office equipment;
 - N. radio systems, and
 - O. low voltage systems including UPS.
- (ix) replacement, adjustment and protection to existing overhead wiring and staged works, including;
 - A. Sydney Trains and Sydney Metro City & Southwest shared OHWS in accordance with Interface Contractors requirements;
 - B. OHW and OHWS in areas which accommodate Sydney Trains interim and final operations in accordance with Appendix D2.0 and Appendix E4.0; and
 - C. OHW and OHWS for the Sydney Metro City & Southwest final configuration in accordance with Appendix D2.0 and Appendix E4.0.
- (x) archival recording, demolition and removal of State Heritage listed building and Platform 6;
- (xi) replacement and relocation of all equipment and functionality of rooms within State Heritage listed buildings on Platform 1 and Platform 6 to the satisfaction of Sydney Trains;

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- (xii) replacement and relocation of the refuse facility on platform 6 to the satisfaction of Sydney Trains;
- (xiii) relocation, adjustment and protection to existing track drainage to meet Sydney Metro City & Southwest operational requirements and staged Sydney Trains track alignments;
- (xiv) removal of all infrastructure made redundant through the SSJ Contractor's Activities from the Sydney Metro City & Southwest corridor; and
- (xv) return of all redundant Sydney Trains equipment and assets in accordance with Sydney Trains requirements.

2.3.2.2. Sydenham Junction Works

- (a) Sydenham Junction Works comprises permanent new infrastructure, and permanent adjustments, to the existing track and signal configuration at Sydenham Junction.
- (b) Design and execute the SSJ Contractor's Activities in accordance with the Appendix D2.0, Appendix E2.0 and Appendix B2.0 Attachment 1 Signalling Functional Specification (SFS).
- (c) Where the SSJ Contractor intends to use existing CSR for signalling cabling external to the Construction Site, the existing CSR is assumed to be of sufficient quality and have sufficient capacity to accommodate the required cabling.
- (d) The Sydenham Junction Works include:
 - (i) design, supply, installation, test and commission the computer based interlocking located at Sydenham equipment room to replace the existing signalling interlocking (route relay interlocking) , excluding the Meeks road triangle and the goods line;
 - (ii) design, supply, installation, test and commission of trackside architecture and associated equipment required to facilitate the interface with the new computer based interlocking and the field;
 - (iii) design of all new, upgraded and modified infrastructure and systems in accordance with the interim track design, interim signalling design must provision for the final track configuration;
 - (iv) design of all new, upgraded and modified infrastructure and systems in accordance with the final track design, excluding signalling design;
 - (v) installation of new, upgraded and modified track and track formation in accordance with the interim track design, including;
 - A. new 735 A&B crossovers between the Up and Down Illawarra Locals;
 - B. new 736 A&B crossovers;
 - C. removal of existing 737 A&B&C points;
 - D. removal of existing 738 A&B points;
 - E. removal of existing 739 A&B crossovers;

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- F. removal of existing 740 A&B crossovers;
 - G. new 740 points between the Up Illawarra Local and Down Bankstown line;
 - H. temporary 741 A&B points;
 - I. removal of existing 742A turnout and 742B catch points;
 - J. new 742A turnout between the Up Illawarra Local and the SMC;
 - K. new 742B catch points with throw off towards the Down Bankstown/Goods line;
 - L. new temporary 800 A&B crossovers on the slewed Bankstown line;
 - M. new temporary 801 turnout points on the Down Bankstown line;
 - N. superelevation adjustment as required; and
 - O. replacement and/or upgrading of existing Rail Track including fixings, sleepers, ballast and drainage to meet the technical requirements.
- (vi) design, supply, install, test and commission of all the signalling circuits, location case alterations, new location cases (including location bases and retaining walls where necessary), signals (including signal bases and retaining walls where necessary), track circuits, trainstops, interlocking data and pneumatic air supply and any other rail systems necessary to commission the Sydenham Junction Works;
 - (vii) provisions for and integrating of the ATRICS train control system for changes to Sydenham Junction. (The Principal will engage Sydney Trains resource for the modification of the ATRICS system which will include the providing a signal works testing qualified testing staff including lead systems tester), refer to Appendix E2.0;
 - (viii) removal of the existing SMC staff level crossing;
 - (ix) removal of all infrastructure made redundant through the SSJ Contractor's Activities;
 - (x) return of all redundant Sydney Trains equipment and assets in accordance with Sydney Trains requirements;
 - (xi) staging of the works to ensure continued operations of the Sydenham maintenance centre and the ARTC goods line;
 - (xii) staging of the work to ensure continued operation of Sydney Trains network during the course of construction; and
 - (xiii) coordination with Interface Contractors.

2.3.2.3. Sydenham Bridge Works

- (a) The Sydenham Bridge Works comprise permanent new bridges, and permanent adjustment to existing bridges and underpasses that cross over and under the rail corridor, which are necessary to facilitate the construction of Sydney Metro Works.

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- (b) The Sydenham Bridge Works include:
- (i) adjustments to the existing Bedwin Road Overbridge (at Ch 4.320km) including:
 - A. new traffic barriers and protection screens, including steel balustrades to extend over the Rail Corridor accordance with standards;
 - B. new traffic barriers and steel balustrades to extend over local roads
 - C. removal of horizontal protection screen over the Sydney Metro City & Southwest span only
 - D. localised waterproofing to the bridge deck areas impacted by the SSJ Contractors activities and associated localised resurfacing;
 - E. new concrete pedestrian footpath, to areas impacted by the SSJ Contractors activities, integrated with bridge deck on both sides of bridge;
 - F. mortar loss and crack repointing in the abutment, piers and jack arches supporting the Sydney Metro City & Southwest span only; and
 - G. cleaning and painting of the existing steel girders supporting the Sydney Metro City & Southwest span only.
 - (ii) adjustments to the existing Gleeson Avenue Overbridge (at Ch 5.386km) including:
 - A. new traffic barriers and protection screens, including steel balustrades;
 - B. localised waterproofing to bridge deck areas impacted by the SSJ Contractors activities and associated localised resurfacing;
 - C. new concrete pedestrian footpath, to areas impacted by the SSJ Contractors activities, integrated with bridge deck;
 - D. mortar loss and crack repointing in the abutment, piers and jack arches supporting the Sydney Metro City & Southwest span only; and
 - E. cleaning and painting of the existing steel girders supporting the Sydney Metro City & Southwest span only.
 - (iii) adjustments to the existing ARTC Overpass (at Ch 5.550km), including:
 - A. mortar loss and crack repointing in the abutment within the Sydney Metro City & Southwest span only.
 - (iv) adjustments to the existing XPT Access Footbridge (at Ch 5.637km), including:
 - A. demolition and removal of site.

2.3.3. Utility Service Works

- (a) The Utility Service Works comprise permanent new Utility Services, permanent relocation, and adjustments including protection to existing Utility Services, required

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for, or as a consequence of the Sydney Metro Works, Brownfield Works, Sydney Water Stormwater Drainage Works, Property Works and Local Area Works.

- (b) The Utility Service Works exclude works associated with Sydney Trains, ARTC and Sydney Metro City & Southwest assets and infrastructure.
- (c) The Utility Service Work includes works in relation to Sydney Water assets, but excludes the Sydney Water Stormwater Drainage Works as detailed in section 2.3.4.
- (d) Utility Services impacted by the Project Works, including:
 - (i) Ausgrid power cables, pits, substations, poles, and lights, including:
 - A. protection of HV cables, 2 x DN125 PVC conduits, located on Bedwin Rd bridge eastern footpath;
 - B. relocation of overhead power lines from Garden St along the access road to the Sydenham Pit and pump station;
 - C. relocation of HV cables from the substation on lower Railway Parade to the substation at 11 Sydenham Rd and on through Garden St including service connection to existing building;
 - D. decommissioning and removal of the existing padmount substation at 11 Sydenham Road; including supply, install, test and commissioning of new replacement substation, design by others;
 - E. relocation of HV cables from substation at 11 Sydenham Rd to UGOH pole lower Railway Parade including service connection to existing buildings;
 - F. relocation of substation adjacent to the Sydney Water Pumping Station building including high voltage cables under the Access Road to the pumping station;
 - G. relocation of HV cables to crossing under the track works near Sydenham Road / Railway Parade;
 - H. relocation of overhead power lines at the corner of Sydenham Rd and Railway parade;
 - I. protection of 132kV cables passing under existing stormwater channel and existing railway tracks from Sydenham Road to Bolton Street;
 - J. protection of 33kV cables passing under existing railway tracks from Sydenham Road to Bolton Street;
 - K. relocation of HV cables (4no direct buried) under Garden St footpath to the intersection with access rd to Sydenham Pit and pumping station; and
 - L. relocation of fibre communication cable within platform 1.
 - (ii) Transgrid power cables, including:

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- A. protection of 330 kV cable longitudinal to railway line where it crosses the Rail Corridor at approximately Ch4.306, Ch4.660, Ch5.530 and south Sydenham Station on Burrows Avenue.
- (iii) Telstra cables, pits, including:
 - A. relocation of P50 optic fibre cables adjacent to Garden St and Sydenham Pit;
 - B. decommission P50 communication cables within 11 Sydenham Rd; and
 - C. protection of conduits passing under existing railway tracks immediately east of ARTC Overpass west of Sydenham Station.
- (iv) Optus cables and pits including:
 - A. relocation of optic fibre cables located along Sydenham Pit access road and adjacent to 11 Sydenham Rd.
- (v) Sydney Water (sewer/water) pipes, pits, structures, including:
 - A. protection of DN250 DICL water main located on Bedwin Rd bridge eastern footpath;
 - B. protection of DN525 VC sewer main passing under existing railway tracks and under existing stormwater channel from Garden Street to Bolton Street;
 - C. relocation of DN100 CICL water main under Garden St adjacent to Sydenham Pit;
 - D. decommission of DN100 CICL water main along western boundary of access road to Sydenham Pit adjacent to 11 Sydenham Rd;
 - E. relocation of DN150 CICL water main along Sydenham Pit access road services pump station;
 - F. protection of DN600 SCL water pipe through a DN1000 RC pipe passing under railway tracks and stormwater channel from Railway Parade to Burrows Avenue;
 - G. relocation of DN200 CICL water main under Sydenham Rd adjacent to northern Metro Station entrance;
 - H. relocation of DN225 VC sewer passing under tracks immediately east of ARTC Overpass; and
 - I. protection of DN375 CICL water main passing under tracks from Marrickville Rd to Railway Rd.
- (vi) Jemena conduits, pipes and pits, including:
 - A. protection of high pressure (1050kPa) main located on Bedwin Rd bridge eastern footpath;

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- B. decommission 50mm Ny / medium pressure under access road to Sydenham Pit adjacent to 11 Sydenham Road; and
 - C. relocation of 110mm Ny / medium pressure under existing track from Sydenham Rd to Bolton St.
- (vii) Qenos conduit, pipes, including:
- A. protection of high pressure ethylene pipeline, 150mm steel main passing under tracks immediately west of ARTC Overpass.

2.3.4. Sydney Water Stormwater Drainage Works

- (a) Sydney Water Stormwater Drainage Works comprises new infrastructure, and adjustment, protection and relocation of Sydney Water infrastructure necessary to facilitate the construction of Sydney Metro City & Southwest through the Sydenham.
- (b) The Sydney Water Stormwater Drainage Works include:
- (i) construction of a new aqueduct across Sydenham Pit (detention basin) for the diversion of the stormwater channels to meet the works being constructed by the Interface Contractor on the north side of Sydenham Pit;
 - (ii) confluence structure and associated sedimentation pit, transitioning from and the culverts constructed by the Interface Contractor on the north side of the Sydenham Pit and the aqueduct;
 - (iii) new twin culverts between the new aqueduct and the downstream connection point;
 - (iv) modification of the existing pump station to satisfy the requirements of the hydraulic flood modelling;
 - (v) construction of a new access road and ramp into Sydenham Pit, suitable for heavy vehicles to access and cleaning of the detention basin;
 - (vi) localised remediation of the Sydenham Pit walls impacted by SSJ Contractors activities;
 - (vii) maintaining the high flow drainage path from Bolton St to the Sydney Water stormwater drainage system;
 - (viii) maintain, extend, and/or protect existing cross corridor stormwater connections and Sydenham Pit inlets, including:
 - A. DN600 MSCL Inlet at the eastern corner of Sydenham Pit;
 - B. DN838 Inlet passing under track at the south eastern boundary of Sydenham Pit;
 - C. DN1050 RC Inlet at the south eastern boundary of Sydenham Pit;
 - D. DN914 Inlet at the southern corner of Sydenham Pit; and
 - E. various diameter cross corridor stormwater mains passing under Rail Corridor at northern end of Sydenham Station platforms.
 - (ix) construction of downstream culvert modifications including dwarf walls;

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- (x) staged cutover of the existing culverts to the new culvert system; and
- (xi) demolition and removal of existing culvert system below the Sydney Metro City & Southwest up and down track.

2.3.5. Property Works

- (a) The Property Works comprise permanent adjustments to existing private properties, required for, or as a consequence of the Sydney Metro Works, the Brownfield Works and the Utility Services Works, including:
 - (i) the demolition and removal of 11 Sydenham Rd commercial premises including clearing the site.

2.3.6. Local Area Work

- (a) The Local Area Works comprise modification, reinstatement and improvement of public space, roads and pedestrian way, required for, or as a consequence of the Sydney Metro Works, the Brownfield Works, the Utility Services Works and the Sydney Water Stormwater Drainage Works and hand over to the Principal or the relevant authority in accordance with this Contract and the SWTC, including:
 - (i) works within the Public Domain;
 - (ii) adjustment and upgrades to streets, kerbs, traffic barriers, public roads, road pavement markings, street signage and footpaths beyond the Station Precincts including works resulting from Utility Service Works and the Sydenham Bridge Works;
 - (iii) landscape treatments to streets, plazas, public open space, riparian zones and other disturbed areas;
 - (iv) modifications to street parking and off street car parking facilities;
 - (v) new and/or relocated accessible parking spaces at the Metro Station;
 - (vi) street and pedestrian lighting;
 - (vii) pedestrian pavements, shelters, plazas, ramps, stairs and road crossings; and
 - (viii) modified and new traffic signals and or signalised pedestrian crossings.

2.3.7. Southwest Corridor Conversion Enabling Works

- (a) The Southwest Corridor Conversion Enabling Works comprise permanent new infrastructure, and permanent adjustments to existing infrastructure, in the Rail Corridor described in Appendix F.

2.4. Temporary Works

- ~~(a)~~(b) The Temporary Works include all staged works and installations necessary to maintain the Existing Operator networks throughout the construction period.
- ~~(b)~~(c) The Temporary Works include providing:

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- (i) temporary arrangements to divert and control pedestrians, public transport users, cyclists, public transport and traffic and to provide public access, amenity, security and safety during all stages of design and construction of the Project Works, including:
 - A. pedestrian access adjacent to or through the Site and Extra Land to maintain current access routes;
 - B. temporary access stairs, walkways and platforms;
 - C. safely access all property, including publicly accessible space affected by the SSJ Contractor's Activities;
 - D. road works and associated drainage;
 - E. pavement markings;
 - F. Signage;
 - G. traffic signals and traffic signal modifications;
 - H. lighting; and
 - I. fencing, safety barriers and furniture.
- (ii) temporary construction hoardings, fencing, noise walls, access gates and barriers; and around the Site;
- (iii) environmental and sustainability safeguards and measures necessary to mitigate environmental effects which may arise during the design and construction of the Project Works;
- (iv) cleaning, maintenance, repair, replacement and reinstatement of all areas occupied by the SSJ Contractor during design and construction of the Project Works;
- (v) temporary infrastructure required to undertake the staging of the Project Works;
- (vi) formwork, falsework and scaffolding installed or erected to undertake design and construction of the Project Works;
- (vii) temporary Utility Services diversions and temporary protection of Utility Services affected or impacted by, or at reasonable risk of being affected or impacted by the SSJ Contractor's Activities;
- (viii) temporary combined services routes including all associated cabling and infrastructure to maintain Sydney Trains operations as deemed necessary for staged delivery;
- (ix) temporary station communication systems including all associated cabling and infrastructure to maintain Sydney Trains operations as deemed necessary for staged delivery;

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- (x) temporary signalling including all associated cabling and infrastructure to maintain Sydney Trains operations as deemed necessary for staged delivery;
- (xi) temporary electrical systems including all associated cabling and infrastructure to maintain Sydney Trains operations as deemed necessary for staged delivery;
- (xii) provision of interim primary power supply provided from an electrical distribution Authority or a local distribution network service provider for testing and commissioning of Metro Station Work, including;
 - A. assessing, investigating, understanding and obtaining information from the relevant Authorities and Interface Contractors to confirm the networks has sufficient capacity, including any electrical data logging to determine the existing load capacity;
 - B. completing all necessary applications to electrical distribution Authority or a local distribution network service provider for connection to and supply from the their networks;
 - C. obtaining approval from electrical distribution Authority or a local distribution network service provider for connection to and supply from the their networks;
 - D. supplying and installing all new equipment, containment and cables, including power poles, isolating switches, pole and/or ground mounted distribution or isolation transformers, padmount transformers, distribution supply main switchboard and cables whether aerial or underground; and
 - E. connection and commissioning of the interim power supply system.
- (xiii) interim power supply and associated equipment must be adequate for the SSJ Contractor to undertake all testing and commissioning activities only.
- (xiv) temporary groundwater and stormwater collection, treatment and discharge systems and measures required to achieve discharge water quality required by all relevant Authorities and Approvals;
- (xv) site establishment, including:
 - A. all amenities for the SSJ Contractor, SSJ Contractor's employees, Subcontractors and providing all site office facilities for the Principal and connection of all required Services including water, power, sewer, telephone;
 - B. suitable Site security measures;
 - C. general Site safety signage and temporary wayfinding signage as a result of the SSJ Contractor's Activities;
 - D. areas for storage of materials and plant and assembly of equipment;

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- E. stockpile areas;
- F. areas for storage of rubbish and site debris; and
- G. lockable purpose-designed storage cages for flammable items with appropriate safety signage.
- (xvi) Site access during construction including:
 - A. temporary sealed roads for vehicular access;
 - B. erection of temporary signage; and
 - C. emergency vehicle access.
- (xvii) bus layover facility on 117 Railway Road, Sydenham for weekend rail possession and rail shutdown periods including:
 - A. access driveway on Railway Road;
 - B. egress driveway on Burrows Avenue;
 - C. pavement area within trafficable areas of the site;
 - D. landscaping in non-trafficable areas of the site;
 - E. drivers room; and
 - F. security fencing and gates.
- (xviii) maintaining all Temporary Works for the duration of the SSJ Contractor's Activities in accordance with Codes and Standards and in a manner suitable to maintain all required safety and public amenity standards;
- (xix) removing all Temporary Works and reinstatement of all Temporary Works areas; and
- (xx) all other temporary works and measures required for the construction of the Project Works.

2.5. Works by the Principal

- (a) The Works by the Principal include works and installation necessary to facilitate the new ticket Gatelines and electronic ticketing equipment.
- (b) The Works by the Principal include:
 - (i) Supply and installation of all electronic ticketing equipment and head end equipment, including:
 - A. E2 ticket gate array;
 - B. gate array controller (GAC);
 - C. electronic ticketing station computer;
 - D. ticket machines /TOTEWS;

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- (ii) termination of power and connection of communication cables within ticket gates and in ticket vending machines.commission and integrate the new ticket gate or ticketing equipment into the local station network.
- (iii) relocate existing ETS equipment and headend equipment affected by the SSJ Contractor's Activities.

3. General Requirements

3.1. General

- (a) The SSJ Contractor must ensure that all investigation, design and construction activities carried out by the SSJ Contractor are entirely integrated and compatible and that together they mutually satisfy all the requirements of the Contract, including this SWTC.
- (b) The required performance of the Project Works and the Temporary Works must be taken into account and addressed during all stages of the SSJ Contractor's Activities.
- (c) Safety must be taken into account in all aspects of the Project Works, the Temporary Works and the SSJ Contractor's Activities. The SSJ Contractor must address the following in the development and production of the Design Documentation:
 - (i) safety during construction;
 - (ii) safety during testing and commissioning;
 - (iii) safety during operation;
 - (iv) safety during maintenance; and
 - (v) safety during decommissioning.
- (d) Continuing operability and maintainability of the station interchange must be taken into account in all aspects of the Project Works, the Temporary Works and the SSJ Contractor's Activities. The SSJ Contractor must address the following in the development and production of the Design Documentation:
 - (i) operations and maintenance during construction; and
 - (ii) operations and maintenance during decommissioning.
- (e) Environmental and sustainability management must be taken into account in all aspects of the Project Works, the Temporary Works and the SSJ Contractor's Activities. The SSJ Contractor must address the following in the development and production of the Design Documentation:
 - (i) environmental and sustainability management during construction;
 - (ii) environmental and sustainability management during testing and commissioning;
 - (iii) environmental and sustainability management during operation;
 - (iv) environmental and sustainability management during maintenance; and

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- (v) environmental and sustainability management during decommissioning.
- (f) The Project Works and the Temporary Works must be designed and constructed to deliver the performance requirements of the Contract, including this SWTC.

3.2. Effect of the Project Works, the Temporary Works and the SSJ Contractor's Activities

- (a) Subject to section 3.2(b) and except for infrastructure which is to be demolished, the SSJ Contractor must ensure the Project Works, the Temporary Works and the SSJ Contractor's Activities do not damage or have any adverse impact on the condition or performance of any infrastructure on, in, or adjacent to or in the vicinity of the Site (including structures, roads, railways, retaining walls, bridges, Utility Services and buildings) or any existing properties adjacent to or in the vicinity of the Site including any adverse impact on:
 - (i) amenity;
 - (ii) aesthetics;
 - (iii) durability;
 - (iv) structural integrity;
 - (v) function;
 - (vi) user benefits;
 - (vii) health and safety during construction, operation and maintenance;
 - (viii) environmental performance; and
 - (ix) access to such infrastructure or existing properties.
- (b) The SSJ Contractor may be relieved of the requirements of section 3.2 ((a) to the extent that it satisfies the requirements of any infrastructure owner, Utility Services owner, property owner or occupier, having regard to relevant standards and practices and the nature of the damage or adverse impact.
- (c) The SSJ Contractor must undertake a detailed engineering analysis (including numerical modelling), in accordance with its accredited AEO engineering management system, to predict the effects (the "Predicted Effects") of the Project Works, the Temporary Works and the SSJ Contractor's Activities on existing ground conditions and infrastructure (including structures, roads, railways, retaining walls, bridges, Utility Services and buildings). The analysis must also ensure that the predicted movements, vibration and stray current effects will satisfy the requirements of section 3.2 (a) or section 3.2 (b). This analysis must be documented in a report and submitted with the Design Documentation.
- (d) The SSJ Contractor's detailed engineering analysis must include consideration of the influence of:
 - (i) excavation and earthworks construction;
 - (ii) piling;

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- (iii) under line crossing, under bores and or jacking;
 - (iv) cranes and other mobile plant;
 - (v) temporary works and fixed plant;
 - (vi) geological variations;
 - (vii) the impact on groundwater;
 - (viii) the effects over time;
 - (ix) stray currents;
 - (x) flooding;
 - (xi) vibration from construction and compaction equipment; and
 - (xii) wheel / rail noise and vibration.
- (e) The SSJ Contractor must also determine the extent to which the existing ground conditions and infrastructure may be acceptably affected (the “Acceptable Effects”, consistent with satisfying the requirements in subsection 3.2(a) above.
- (f) Throughout the period when the SSJ Contractor is undertaking the SSJ Contractor's Activities, the SSJ Contractor must monitor continuously over time the actual effects of the Project Works, the Temporary Works and the SSJ Contractor's Activities on the ground conditions and infrastructure and compare the actual effects to both the Predicted Effects and the Acceptable Effects.
- (g) Monitoring of the actual effects of the Project Works, the Temporary Works and the SSJ Contractor's Activities on existing ground and infrastructure must be undertaken by accredited and experienced surveyors, geologists, geotechnical engineers, structural engineers, noise and vibration specialists and environmental specialists.
- (h) In the event that the actual effects of the Project Works, the Temporary Works and the SSJ Contractor's Activities on the existing ground conditions and infrastructure exceed the Predicted Effects or significantly vary over time, the SSJ Contractor must review and, if necessary, re-evaluate the Predicted Effects and make any adjustment subsequently necessary to any aspects of the manner in which the SSJ Contractor's Activities are undertaken to ensure that the Acceptable Effects are not exceeded and to ensure full compliance with section 3.2(a) above.
- (i) Notwithstanding the Predicted Effects on infrastructure contemplated in section 3.2(c) above, the SSJ Contractor must repair and reinstate infrastructure at the earliest opportunity so that the SSJ Contractor satisfies the requirements in section 3.2(a) above for each item of infrastructure.
- (j) The SSJ Contractor must promptly and progressively provide the Principal's Representative with:
 - (i) analysis and determinations, including any revisions, and re-evaluations of the Predicted Effects and the Acceptable Effects;

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- (ii) results of monitoring the actual effects of the Project Works, the Temporary Works and the SSJ Contractor's Activities on the existing ground conditions and infrastructure over time, in a form which is directly comparable to the Acceptable Effects and Predicted Effects;
 - (iii) details of any adjustments to the manner in which the SSJ Contractor's Activities are carried out which are necessary as a consequence of any re-evaluation of Predicted Effects; and
 - (iv) details of designs and materials for the repair and reinstatement infrastructure required by section 3.2(i) above.
- (k) The SSJ Contractor must submit, prior to the Date of Construction Completion for the Project Works, a final updated report detailing the Predicted Effects, Acceptable Effects and actual effects of the Project Works, the Temporary Works and the SSJ Contractor's Activities on the existing ground conditions and infrastructure.

3.3. Site Investigation

- (a) The SSJ Contractor must undertake all site investigations required for the performance of the SSJ Contractor's Activities.
- (b) Geotechnical site investigation work must be undertaken in accordance with AS1726 Geotechnical Site Investigations. The SSJ Contractor must maintain records of all tests, site investigation and geotechnical reports (including position and level of test and investigation locations).
- (c) Site investigation work associated with Contamination must be undertaken in accordance with Environment Protection Authority - Contaminated Sites: Sampling Design Guidelines.
- (d) Site investigations, in conjunction with the design process, must identify all ground conditions and infrastructure conditions (including the condition of roads, access driveways, bus stops and associated bus service infrastructure, taxi and kiss and ride areas, parks and other publicly accessible areas, footpaths and cycle ways, Utility Services, railways, buildings and other structures) which may be affected by the Project Works, the Temporary Works or the SSJ Contractor's Activities.
- (e) Where ground conditions or infrastructure are expected to be affected by the Project Works, the Temporary Works or the SSJ Contractor's Activities, the SSJ Contractor must diligently monitor the actual effects in accordance with the requirements of section 3.2 and section 3.3.
- (f) All site investigations must be included in the Design Documentation in the following electronic formats:
 - (i) pdf; and
 - (ii) ASCII data file in Association of Geotechnical and Geo-environmental Specialists (AGS) format.
- (g) In addition to the requirements in section 3.3(e) above, all insitu test results, including cone penetration, stress, packer permeability and pressure meter test results, groundwater monitoring and laboratory test results related to site

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investigations must be provided in electronic format (either .xls or .xlsx). All Contamination laboratory test results must be provided in ESdat electronic lab data format.

- (h) All samples and cores from site investigations must be appropriately stored until completion of the final Defect Correction Period.
- (i) Site investigations, in conjunction with the design process, must identify all existing Sydney Trains rail and station system and infrastructure which may be affected by the Project Works, the Temporary Works or the SSJ Contractor's Activities.
- (j) Where Existing Operator system or infrastructure are expected to be affected by the Project Works, the Temporary Works or the SSJ Contractor's Activities, the SSJ Contractor in-consultation with Existing Operator must develop an impact assessment report, identifying each system or asset affected and a proposed treatment acceptable to Existing Operator.
- (k) The SSJ Contractor must provide the Principal's Representative with two copies of all site investigation and impact assessment reports, including progressive copies of such documents as each is developed, promptly, and in any event within 5 Business Days of the SSJ Contractor receiving such reports.

3.4. Survey

- (a) The SSJ Contractor must assess the adequacy of any survey information provided to it and if necessary engage the services of a surveyor with NSW suburban Rail Corridor experience for the undertaking and completion of all surveys, field work and setting out which will form part of the Design Documentation or the delivery of the SSJ Contractor's Activities.
- (b) The SSJ Contractor must provide a survey to the Principal prior to the commencement of any detailed design activities, which:
 - (i) utilises the MGA (Map Grid of Australia) survey coordination system;
 - (ii) identify and accurately locate:
 - A. all property boundaries, including encroachments and the location of the Site in relation to the property boundaries;
 - B. all Authority and private Services;
 - C. the position of all built infrastructure and natural features;
 - D. the position and level of all Tracks prior to the commencement of any design or construction activities involving or that may affect or impact on any Tracks and highlight any differences between these positions and levels and the current Sydney Trains and ARTC track design positions and levels;
 - E. the position and level of all catenaries and contact wires prior to the commencement of any design or construction activities involving or that may affect or impact on any catenaries or contact wires;
 - F. the position and type of all OHWS and foundations; and

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- G. the existing position and level of all platform / coping edges prior to the commencement of any design or construction activities involving or that may affect or impact on any platform / coping edges.
- (iii) details all set out and surveying tasks required for the SSJ Contractor's Activities; and
- (iv) shows a new track maintenance alignment for all new affected track.
- (c) During construction of the Project Works and Temporary Works, the SSJ Contractor must:
 - (i) establish new permanent survey marks ("PSMs"), through the site in accordance with requirements of the Surveying Regulation 2006 (NSW) & ASA standards;
 - (ii) monitor platform / coping edge positions and levels during the period of the SSJ Contractor's Activities; and
 - (iii) monitor track and embankment position and level in accordance with RailCorp specifications SPC 207 – Track Monitoring Requirements for Undertrack Excavation.
- (d) The SSJ Contractor must, as part of the Work as Executed Drawings, provide survey drawings showing all property boundaries and the positions and levels of all infrastructure on the Site including Utility Services, Tracks, OHWS and OHW and all platform / coping edge positions and levels.
- (e) All survey and design levels must refer to Australian Height Datum ("AHD"). All survey plan coordinates must refer to the MGA -94 Zone 56 coordinates, based on the Geocentric Datum of Australia ("GDA").

3.5. Commissioning and Testing

- (a) The SSJ Contractor must undertake comprehensive testing and commissioning of the Project Works and the Temporary Works to ensure that the Project Works and Temporary Works comply with the requirements of the Contract.
- (b) The testing and commissioning must be carried out progressively to ensure that Construction Completion is achieved by the Date for Construction Completion of each Portion.

3.6. Rail Corridor Services

3.6.1. General

- (a) The SSJ Contractor's Activities include the design, construction and commissioning of services in the rail corridor owned by RailCorp ("Rail Corridor Services").
- (b) In relation to Rail Corridor Services, the SSJ Contractor must:
 - (i) assess the extent of all existing Rail Corridor Services and any need to modify or upgrade an existing Rail Corridor Services as part of the SSJ Contractor's Activities, Project Works and Temporary Works;

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- (ii) appoint and use specialist locators to identify the accurate location of existing Services using non-destructive digging, including as may be required, documenting the position of the Services and consulting with the relevant Authority to obtain conditions of approval for any alteration of a Service;
- (iii) protect all existing Rail Corridor Services and keep them in operation during the SSJ Contractor's Activities, including as may be required, providing all necessary Temporary Works, including temporary services;
- (iv) notify the commencement of all work and obtain as may be required, attendance of the relevant Authority to witness and/or undertake work, such as any required testing or commissioning, and any required approval or certification of the completed work;
- (v) provide any new or upgraded under line crossings (ULX) to permit new or upgraded Services to cross the rail corridor;
- (vi) remove all Rail Corridor Services made redundant through the SSJ Contractor's Activities; and
- (vii) provide any other RailCorp and Sydney Trains Services requirements in this SWTC and Appendix D.

3.6.2. Rail Corridor Services Survey

- (a) The SSJ Contractor must undertake all necessary survey of Rail Corridor Services required for the SSJ Contractor's Activities. The survey must be undertaken to either Internal Services Search (ISS) or Detailed Service Survey (DSS) format in accordance with ASA standards.
- (b) The SSJ Contractor must undertake all necessary additional investigations using non-destructive investigation means to identify and mark the locations and depths of all services shown on the Rail Corridor Services search data prior to any works being carried out in any area within or adjacent to Rail Corridor Services or the Rail Corridor.
- (c) The SSJ Contractor is to be the primary controller of the Rail Corridor Services search data and must engage the services of a registered surveyor from the Sydney Trains Surveyor Panel who has undertaken Sydney Trains Detailed Site Survey Training to undertake all survey activities.
- (d) The SSJ Contractor's surveyor must:
 - (i) progressively update the Rail Corridor Services search data in accordance with RailCorp or Sydney Trains requirements to show installed / amended / removed Services;
 - (ii) issue Rail Corridor Services search data field drawings to secondary controllers as and when required; and
 - (iii) prepare a final "as built" DSS showing the final position and levels of all buried or hidden Rail Corridor Services in accordance with ASA DSS requirements.

3.7. Utility Services

3.7.1. General

- (a) The SSJ Contractor's Activities include the design, construction and commissioning of Utility Services owned by Authorities other than RailCorp. For these Utility Services the SSJ Contractor must:
- (i) liaise with the relevant Authority;
 - (ii) assess the extent of all existing Utility Services and any need to modify or upgrade an existing Utility Service as part of the SSJ Contractor's Activities;
 - (iii) establish regular interface meeting with the Authorities, record meeting and distribute within 3 days and invite the Principal to attend interface meetings;
 - (iv) appoint and use specialist locators to identify the accurate location of existing Utility Services using non-destructive digging, including as may be required, documenting the position of the Utility Services and consulting with the relevant Authority to obtain conditions of approval for any alteration of a Utility Service;
 - (v) produce construction methodologies in conjunction with Authorities for works in vicinity of Utility Services;
 - (vi) protect all existing Utility Services, relocate them as may be required and keep them in operation during the SSJ Contractor's Activities, including as may be required, providing all necessary Temporary Works including temporary services;
 - (vii) complete the design, prepare and make all submissions, pay all fees, gain all approvals from the relevant Authorities and construct or modify all new, upgraded or existing Utility Services as required to enable the SSJ Contractor's Activities to be undertaken and completed in accordance with the requirements of the Contract;
 - (viii) notify the commencement of all work and obtain as may be required, attendance of the relevant Authority to witness and/or undertake work, such as any required testing or commissioning, and any required approval or certification of the completed work; and
 - (ix) provide all equipment, cabling, isolations, ground works (including reinstatement), containment, civil works.

3.7.2. Redundant Utility Services

- (a) Utility Services made redundant through the SSJ Contractor's Activities must be, unless stated otherwise in this SWTC:
- (i) removed above ground Utility Services and containment, including those within ceiling spaces; and

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- (ii) removed or cap all redundant underground hydraulic Utility Services in accordance with Codes and Standards.
- (b) Remove all equipment, foundations, pits, slabs, cables and containment associated with Utility Services made redundant through the SSJ Contractors Activities.
- (c) Disconnect and remove all lighting and power systems including cables, containment, light fittings and switches made redundant through the SSJ Contractors Activities.
- (d) If any redundant Utility Service is located that is not required to be modified or replaced as part of the SSJ Contractor's Activities, the redundant Utility Service and containment may be left in place provided that:
 - (i) the Utility Service does not affect the Project Works or any other works to be carried out by Interface Contractors;
 - (ii) the SSJ Contractor meets the requirements of all relevant Codes and Standards; and
 - (iii) the SSJ Contractor updates Sydney Trains Detailed Services Survey (DSS) and other relevant Utility Services surveys.

3.8. Road Safety Audits

- (a) The SSJ Contractor must carry out road safety audits on all aspects of the SSJ Contractors Activities which affect public roadways prior to any works commencing and prior to opening of any road or road related areas.
- (b) Road safety audits must be carried out in accordance with the "NSW Centre for Road Safety's Guidelines for Road Safety Audit Practices, July 2011" and "Austroads Guide to Road Safety Part 1: Overview & Part 6: Road Safety Audits".
- (c) Road Safety Audits must be carried out, as a minimum, at the following stages of the Project:
 - (i) at or near completion of the detailed design stage noting that the findings of this road safety audit must be incorporated into the Design Stage 3 submission; and
 - (ii) after completion of construction and prior to opening and operation of any road or road related areas.
- (d) Additional road safety audits may be required depending on the size and complexity of the road or road related areas as it relates to road safety risk.
- (e) Additional road safety audits may be required for Temporary Works and staged works.
- (f) Road safety audits must be carried out by a team consisting of a lead auditor (Level 3) and at least one other member who is experienced in traffic engineering. The lead auditor must be accredited / recognised by the NSW Centre for Road Safety.

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- (g) Road safety audits should be undertaken by a team which is independent to the SSJ Contractor's design team. The road safety audit team may be from the same organisation as the design team except when:
 - (i) the affected public roadway is a State Road; or
 - (ii) there is a requirement to enter into a works activity deed (WAD) with RMS.

4. Technical Requirements

4.1. General

- (a) The SSJ Contractor must provide the entire design necessary for the construction, testing and commissioning, operation and maintenance of the Project Works and Temporary Works.
- (b) The design must be developed using a fully integrated approach, recognising the different functional requirements, statutory requirements, authority requirements, Planning Approvals and community and stakeholder expectations.
- (c) The SSJ Contractor must meet the following key design principles:
 - (i) the Principal places the customer first and applies Customer Centred Design (CCD). Stations are to be welcoming and intuitive with simple, uncluttered spaces that ensure a comfortable, enjoyable and safe experience for a diverse range of customers;
 - (ii) Sydney Metro City & Southwest is a transit-oriented project that prioritises clear and legible and accessible connections with other public and active transport modes within the wider metropolitan travel network that intersect with this new spine;
 - (iii) Sydney Metro City & Southwest is a landmark opportunity to regenerate and invigorate the Sydenham station and associated development that engage with the precincts, raise the urban quality and enhance the overall experience of the area;
 - (iv) Sydney Metro City & Southwest identity is stronger for the unique conditions of centres and communities through which it passes. This local character is to be embraced through distinctive station architecture and public domain that is well integrated with the inherited urban fabric of existing places; and
 - (v) Sydney Metro City & Southwest is a positive legacy for future generations. A high standard of design across the corridor, stations and station precincts, that sets a new benchmark, is vital to ensuring the longevity of the Sydney Metro City & Southwest system, its enduring contribution to civic life and ability to adapt to a changing city over time.
- (d) The SSJ Contractor must deliver a design that:
 - (i) achieves easy customer experiences informed through the customer-centric design process;
 - (ii) satisfies the Sydney Metro City & Southwest design objectives; and
 - (iii) achieves compliance with the TfNSW Modal Hierarchy.

4.2. Minimum Codes and Standards

- (a) The Project Works, the Temporary Works and the SSJ Contractor's Activities must conform to and meet the requirements of all relevant Australian codes and standards (including the publications of Standards Australia (AS, AS/NZS), Austroads, Engineers Australia, ABCB, ISCA, Transport for NSW, other NSW Government agencies' etc), and the international codes and standards identified in the Contract.
- (b) If there are:
 - (i) no relevant Australian codes and standards; or
 - (ii) no international standards identified in the Contract,for an element of the Project Works, the Temporary Works or the SSJ Contractor's Activities, the SSJ Contractor must use international codes and standards that reflect world's best practice.
- (c) Codes and standards include as a minimum:
 - (i) in relation to the Sydney Metro Works, those identified in Appendix A2.0;
 - (ii) in relation to the Brownfield Works, the network standards for NSW transport assets which are set and managed by ASA ("ASA Standards");
 - (iii) in relation to Utility Services Works, the standards which are set and managed by Utility Services owners, including any codes and standards identified in relevant Third Party Agreements; and
 - (iv) in relation to Local Area Works, the standards which are set and managed by the Authorities who will assume responsibility for those works upon their completion, including any codes and standards identified in relevant Third Party Agreements.
- (d) Except where compliance with a particular code or standard is specified in the Contract, the hierarchy of the codes and standards will be as follows:
 - (i) Acts and secondary legislation;
 - (ii) Transport for NSW and other NSW Government agencies' documents and standards (RMS, NSW EPA, Sydney Buses, etc.);
 - (iii) other Australian codes and standards (Standards Australia (AS, AS/NZS), Austroads, Engineers Australia, ABCB, ISCA, etc.);
 - (iv) international Standards (ISO, IEC, IEEE, CENELEC, ITU, etc.);
 - (v) European Norms (EN, TSI); and
 - (vi) other relevant international standards, which must be approved by the Principal's Representative after consultation with the Independent Certifier.
- (e) Wherever two or more codes or standards apply to the same issue, or conflicts arise between codes or standards, the more stringent must apply to the extent section 4.2(d) does not apply to or resolve the conflict.

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4.3. Design Life

- (a) The Project Works must be designed to ensure minimal replacement and repair of components.
- (b) In this SWTC “Design Life” means the period for which an Asset or a component of the Asset must be designed to meet the requirements of the Contract (including this SWTC) and perform its intended function, without replacement, unscheduled refurbishment unscheduled maintenance or unscheduled work that requires the operation of Sydenham Station, Sydney Metro City & Southwest operations, or Sydney Trains operations to be disrupted.
- (c) The SSJ Contractor must ensure that the various Assets and their components achieved, as a minimum, the Design Life specified in Table 4-3.

Table 4-3 Design Life

Asset or component of the Sydney Metro Works	Design Life (years)
Structural	
All retaining structures above 2m	120
All structural elements (excluding retaining structures above 2m height) rock bolts, rock anchors, sprayed concrete to external retained structures, culverts, platforms, pre cast and cast in place concrete, track slab, overhead wiring structures, deflection walls, substructure including piling, building transfer systems, buildings, load bearing masonry, steel and other structural load bearing elements.	100
Concrete infill elements (i.e. between permanent linings and existing/new rock faces or surfaces)	100
Inaccessible drainage structures and inaccessible pipe systems	100
Accessible drainage elements	50
Waterproofing systems, including waterproofing membranes	100
Noise barriers, noise attenuation devices and acoustic panels and support systems	50
Non-load bearing building masonry elements	50
Service Buildings	50
Elastomeric bridge bearings	50

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Asset or component of the Sydney Metro Works	Design Life (years)
Canopies that cross over tracks	100
Sign support structures and other roadside furniture	50
Canopies on platforms	50
Canopy footings	100
OHW structure footings	100
Track transition slab (approach slab)	100
Civil	
Embankments and cuttings	100
Flood scour protection	50
Road pavements - concrete	50
Flexible (asphalt) road pavements, car park surfaces, external paving, footpaths and hard landscaping features	20
External pedestrian paving (including substrate and paving finish)	30
Non-load bearing building masonry elements ¹	50
Railway side barriers and other railway side furniture and fixtures	40
Track	
Permanent way track including supports, fixings and fastening systems, turnouts, crossing diamonds, arrestor systems, noise and vibration isolation components	30
OHW	
Overhead wiring (excluding support structures)	30
Signalling	

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Asset or component of the Sydney Metro Works	Design Life (years)
Signalling and train control systems, wayside equipment	20
Communications	
Public telecommunication operator's communication systems and radio systems	20
Passenger information systems, public address , help points	15
Access control and security systems including CCTV	15
Rail telecommunications systems – fibre and copper back bones	30
All other rail telecommunications systems	15
Cabling, conduits and support systems	30
General Fire, Mechanical and Electrical Control Systems	
Permanent and inaccessible elements of fire protection, mechanical and electrical control systems.	50
Electrical	
Electrical supply and traction power supply systems, transformer, main distribution boards, switches and control systems	30
High voltage switchboards, transformers and electrical systems	30
Low voltage switchboards, lighting fixtures and electrical systems	30
Earthing, bonding and electrolysis protection systems (inaccessible)	100
Earthing, bonding and electrolysis protection systems (accessible)	30
Mechanical	
Mechanical ventilation systems	30
Fixed elements of water treatment plant and systems	30
Drainage pump systems and associated electrical equipment	30
All other pump systems and associated electrical equipment	30

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Asset or component of the Sydney Metro Works	Design Life (years)
Pumps, tanks and valves, pump control systems and accessible pipe systems	20
Lifts, escalators and vertical transportation	30
Fire Systems	
Fire systems (fixed) – suppression, hydrant and hose reel systems (fixed parts)	30
Fire systems (non-fixed) – automatic detection and hoses	20
Buildings fixtures, finishes and fit out	
External building roof finishes, glazing and external cladding	30
Platform screen doors – glazing, frames, fixtures and fittings	30
Internal non-structural elements – fit out, building finishes and fixtures	20
External furniture, fittings, fences, screens and security/fire gates or doors	20
Artwork, signage and wayfinding foundation structures and any permanent primary support connections	50
Artwork, signage and wayfinding primary support systems (excluding foundation systems or panel faces/fascia panels)	30
Artwork, signage and wayfinding panel faces and fascia panels (internal and external)	20
Ticketing system - structures, gantries, and other equipment structures not supplied by Principal	30
Building Services	
General lighting, electrical, ventilation, fire and other fire life safety services	25
Building services – main switchboards, central systems and plant and reticulation	30
Access control and security systems including CCTV	15
Multi-User-Screens (MUS), UPS batteries, HV/LV switch/control batteries, battery chargers, IT equipment and white goods	5

- (d) In relation of the Design Life specified in Table 4-3:
- (i) The minimum Design Life of all any asset not listed above must be typical industry values for similar assets used in the railway environment of a high standard and quality;
 - (ii) The design of concrete structures with a Design Life greater than 50 years be in accordance with durability requirements of AS5100.5:2017. For structures with a Design Life of 50 years or less the durability requirements of AS3600 may be adopted;
 - (iii) For concrete structures, the onset of corrosion of the steel reinforcing and prestressing tendons must not have commenced within the specified Design Life;
 - (iv) For steel structures, the design must allow for additional steel thickness for sacrifice due to corrosion assuming that no further protective coating is provided within the specified Design Life;
 - (v) The design for civil and structural elements must allow for only infrequent, minor and non-disruptive maintenance activities during the Design Life of the element;
 - (vi) The protection system for any metallic item must not use active corrosion protection (such as cathodic protection) to achieve the required Design Life; and
 - (vii) The Design Life must take into account the environment in which the asset is contained.

4.4. Maintainability Design

- (a) The Project Works must be designed to meet the following maintainability requirements:
- (i) provide space for the ease, efficiency and safe access to equipment for maintenance. In particular, assets must be designed to allow inspection and maintenance to be undertaken remotely away from the operational railway. Where this is not possible, particular attention should be given in design to the installation of remote condition monitoring equipment;
 - (ii) adopt a whole-of-life approach in the design to minimise the asset operation, maintenance, replacement, and refurbishment costs;
 - (iii) enable maintenance to be carried out with minimum disruption to passengers and normal station operations;
 - (iv) minimise both complexity and time requirements for maintenance;
 - (v) adopt a line-wide design approach through applying standard modules, common design and common materials as far as practicable;
 - (vi) provide systems, facilities, buildings, structures and finishes that are accessible, durable, and safe to maintain. Hazardous conditions during maintenance must be reduced to SFAIRP;

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- (vii) clearly specify and tabulate cleaning and maintenance access provisions for the building and services elements;
- (viii) ensure that access to and maintenance of equipment should take ergonomic factors into consideration, should require minimum effort and should not impose undue strain on maintenance personnel;
- (ix) minimise the need for specialist skills and competences for maintenance personnel through good design;
- (x) allow safe access and sufficient space around equipment for maintenance, inspection and replacement;
- (xi) provide maintenance access to high levels and deep pits through fixed facilities such as stairs, cat-ladders or transfer platforms SFAIRP;
- (xii) minimise the size of the maintenance crew required to perform any particular maintenance task;
- (xiii) allow adequate space for manoeuvring and operating specific mobile equipment to carry out maintenance activities if mobile maintenance equipment is needed for high level/deep pit access;
- (xiv) ensure all voids are accessible and provided with suitable ventilation;
- (xv) provide safe access to the track walls, Platform Screen Doors and platform edge barriers and the areas above the tracks requiring a power outage (which may be provided by 'hi-rail' vehicle or a mobile scaffold erected on the track bed);
- (xvi) locate electrical, communications and fire services routes in services bulkheads above station platforms and at ceiling level where access is provided via accessible ceiling panels;
- (xvii) provide access for inspection and maintenance of the drainage systems (Drainage systems for the Operator must be independent from the Existing Operators and other developments);
- (xviii) ensure all access covers are easy to handle by maintenance staff in the most expeditious way without using special tools/equipment. (The weight of the cover must be taken into consideration in design);
- (xix) provide fixed emergency, maintenance and operational access to the station from the track and to the track from the station;
- (xx) provide adequate maintenance routes for delivery and future replacement of all plant and equipment;
- (xxi) strategically apply condition monitoring and condition-based maintenance to improve system performance and maintenance cost effectiveness. The components and the condition parameters to be monitored should be defined. The condition monitoring equipment should provide effective monitoring and diagnosis functions that enable a clear evaluation of the actual condition of the component;

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- (xxii) locate equipment rooms of service critical systems such as signalling, communications, platform screen doors, etc., in the back-of-house areas near the station concourse or platforms and within easy reach of the operations and maintenance staff on duty at the station to facilitate speedy service recoveries. External areas such as car parks and station precincts are not suitable locations for these equipment rooms; and
- (xxiii) consideration to possession boundaries and the associated overhead line sectioning requirements.

4.4.1. Accessibility

(a) The SSJ Contractor must:

- (i) allow safe access and sufficient space around equipment for maintenance, inspection and replacement;
- (ii) provide adequate provision and maintenance routes for delivery and future replacement of all plant and equipment;
- (iii) provide maintenance access to high levels and deep pits through fixed facilities such as stairs, cat-ladders, transfer platforms, etc, as far as practicable;
- (iv) should mobile maintenance equipment be needed for high level/deep pit access, allow adequate space for manoeuvring and operating specific mobile equipment to carry out maintenance activities;
- (v) design stations around the use of a standard six-metre scissor lift for access to the majority of areas requiring cleaning or maintenance access;
- (vi) size lift cars to transport scissor lifts between all station levels;
- (vii) provide a maintenance equipment store with a battery charging point at each station to accommodate a scissor lift and other maintenance equipment;
- (viii) ensure all voids are accessible and provided with suitable ventilation;
- (ix) provide access to the track walls, Platform Screen Doors/platform edge barriers and the areas above the tracks that require a power outage. Access may be provided by 'hi-rail' vehicle or a mobile scaffold erected on the concrete track bed;
- (x) locate principal electrical, communications and fire services routes in services bulkheads above platforms and at ceiling level where access is provided via accessible ceiling panels;
- (xi) provide access for inspection and maintenance of the drainage systems. Drainage systems for the metro and any adjacent Over Station Design (OSD) should be independent, and drainage systems from the adjacent OSD should not pass through or enter into the Station Premises;

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- (xii) ensure all access covers are easy to handle by maintenance staff in the most expeditious way without using special tools/equipment. The weight of the cover should be taken into consideration in design;
- (xiii) provide fixed emergency, maintenance and operational access to the station from the track and to the track from the station;
- (xiv) configure equipment in such a way that ease of access corresponds to the frequency of access for both preventive and corrective maintenance, with the most frequently accessed part having the easiest access;
- (xv) ensure the layout and mounting of equipment facilitates inspections, testing and replacement during fault finding;
- (xvi) ensure adequate access is provided so that when inspecting, testing or replacing one particular component it will not be necessary to remove other components which may block the access, and that failed parts or modules can be removed and replaced easily and without damaging or disturbing other parts;
- (xvii) use hinged access doors/covers for equipment cases and cabinets instead of covers that are held in place by screws or fasteners. If hinged doors/covers cannot be used due to practical constraints, captive quick release fasteners should be used;
- (xviii) ensure all equipment installed at platforms is maintainable from the platform side;
- (xix) ensure all equipment, cables and wiring installed have adequate clearance/access/space for maintenance and future replacement;
- (xx) ensure all control and monitoring panels have easy and adequate access for maintenance and replacement of internal components;
- (xxi) ensure all maintenance operations can be undertaken with access from one direction only;
- (xxii) routine servicing points are not located behind other components, in enclosed spaces, or in any areas that are difficult to access;
- (xxiii) provide adequate access to water and power points at appropriate locations to facilitate cleaning, washing, equipment charging and other maintenance activities; and
- (xxiv) allow for traction power isolation for remote control of isolation and earthing to permit rapid and safe response to track and electrical faults and maintenance activities. Maintenance staff who access the equipment will be trained in electrical safety to protect themselves and permit them to undertake the appropriate tasks.

4.4.2. Fault Indication/Isolation/Diagnosis

- (a) The SSJ Contractor must:
- (i) provide means of speedy recovery of component failures and reducing maintenance down time by provisions for rapid identification, isolation and/or localisation of faults;
 - (ii) use a failure modes and effects analysis as a baseline for fault indication, isolation and diagnosis;
 - (iii) install power on and miscellaneous alarm/fault indicators at a suitable location so that visual inspection can be conducted conveniently;
 - (iv) provide all control and monitoring panels with a lamp test button;
 - (v) make maximum use of self-test facilities by means of built-in-test equipment;
 - (vi) provide clearly labelled test points when use of external test equipment is required;
 - (vii) locate test points on the front panel and close to the controls and displays with which they are associated whenever possible;
 - (viii) provide sufficient test points so that it will not be necessary to remove any parts to conduct fault diagnosis; and
 - (ix) ensure test equipment enables fault isolation to the line replacement unit (LRU) level.

4.4.3. Standardisation and Modularisation

- (a) The SSJ Contractor must:
- (i) use standard commercial parts as much as possible;
 - (ii) minimise the number of different parts used in all equipment;
 - (iii) use standard tools and test equipment as much as possible. Use of special purpose or non-standard tools or test equipment should be avoided as much as possible;
 - (iv) minimise the number of required tools and test equipment items;
 - (v) base designs on easily replaceable modules to support remove-and-replace maintenance concept;
 - (vi) optimise each module to contain components for a single given function instead of providing multiple and divergent functions;
 - (vii) where possible, modules must be designed to be “plug-in” and tray mounted with simple, accessible securing devices;
 - (viii) standardise modules and receptacles, but design must prevent inadvertent plugging into the wrong receptacle;

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- (ix) design modules to permit effective functional testing after removal and require little adjustment after replacement; and
- (x) design components in the same module to have similar level of reliability.

4.4.4. Materials and Finishes

(a) The SSJ Contractor must:

- (i) select materials and finishes that minimise ongoing cleaning and maintenance costs, easily and cost-effectively maintained with commonly used equipment.
- (ii) use materials suitable for their purpose and location, particularly with regard to:
 - A. good appearance throughout their useful life;
 - B. soil and stain resistance;
 - C. vandal resistance;
 - D. wear resistance and durability;
 - E. access to concealed services; and
 - F. ease of maintenance operations taking account of the limited duration each day for inspection, repair and equipment replacement.
- (iii) provide effective weather protection for systems and facilities on the platform and concourse of at grade stations.
- (iv) provide anti-graffiti finishes for all internal wall finishes.
- (v) apply anti-graffiti protective films on all glazed materials in station areas that are accessible by customers for effective removal of graffiti or etching.

4.4.5. Cleaning

(b) The SSJ Contractor must:

- (i) avoid unnecessary ledges, horizontal surfaces and recesses for ease of cleaning;
- (ii) use self-cleaning glass, materials and surfaces for external structures as much as practicable;
- (iii) incorporate aesthetic bird deterrent measures to minimise cleaning, material degradation and the dangers of bird-borne diseases;
- (iv) provide adequately sized, conveniently distributed storage space to accommodate small and large cleaning equipment and materials;
- (v) provide waste handling and recycling space for undertaking effective waste management and recycling procedures; and

- (vi) provide adequate rubbish and recycling bins located along the platform and elsewhere in the concourse and station precinct.

4.4.6. Technical Maintenance Plan

- (a) A technical maintenance plan must be produced in accordance with the requirements of Appendix B12.
- (b) The technical maintenance plan will define the preventive and corrective maintenance activities to be carried out to ensure that the system/equipment is maintained to:
 - (i) perform to its designed performance requirements;
 - (ii) achieve the required Reliability, Availability and Maintainability (RAM) targets; and
 - (iii) as specified in the applicable PS.
- (c) The technical maintenance plan must cover the maintenance team set-up, manning level and roster, provision of spares, special tools and test equipment.
- (d) The technical maintenance plan must be developed from a structured maintenance requirement analysis using failure identification and analysis techniques such as Fault Tree Analysis, Reliability Centre Maintenance or Failure Modes and Effects Analysis. In-service reliability performance data must be used to support the analysis.

4.4.7. Obsolescence Management

- (a) The SSJ Contractor must provide an Obsolescence Management Plan to identify and manage potential obsolescence issues of the system/equipment over its life cycle and to provide mitigation measures whereby the Design Life as defined section 4.3 may be realised.
- (b) The Obsolescence Management Plan must describe the consideration given to obsolescence management of both hardware and software during design, construction, testing and commissioning and over the Design Life of the system/equipment.
- (c) The Obsolescence Management Plan must be developed in accordance with the requirements of:
 - (i) BS 7000-5:2001 Design management systems – Guide to managing obsolescence; and
 - (ii) BS EN 62402:2007 Obsolescence management – Application guide.
- (d) The Obsolescence Management Plan must describe the following:
 - (i) roles and responsibilities of the supplier;
 - (ii) obsolescence management process that the operator/maintainer and the suppliers intend to follow;

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- (iii) a list of critical components that are likely to become obsolete during the Design Life and for which special attention will be required when a replacement or a substitute is being introduced in the event that the original component is obsolete. The criteria for the selection of a replacement or a substitute should be given;
- (iv) the planning of any hardware renewal arrangements over the Design Life of the system/equipment;
- (v) the planning of any software upgrade arrangement over the Design Life of the system/equipment; and
- (vi) the provision of hardware and software services and support over the Design Life of the system/equipment after the end of the Defects Correction Period.

4.4.8. Operations and Maintenance Manuals & Training

- (a) The Operations and Maintenance must comply with performance and design requirements in Appendix B12 of the SWTC.
- (b) The first draft of the O&M Manuals must be provided at least 12 months and the final approved version six months before Construction Completion of the final Portion.
- (c) In the event that training is required to be provided so as to ensure that the system/equipment will be operated and maintained as intended, a Training Plan must be submitted and the O&M Manuals must be available well in advance of the start of the first training session.
- (d) The Training Plan must specify the course contents, programme, duration and location (in the Sydney Metropolitan area).

Training courses (as required under the Training Plan) must be delivered by competent trainers using appropriate training materials. Subject to approval from the Principal, the SSJ Contractor may use the systems/equipment that has been installed, tested or commissioned for training purposes.

- (e) The SSJ Contractor must implement a means of assessing each trainee's understanding and competence to perform the function for which he/she was trained. At the completion of each training course, post training evaluation should be conducted to assess whether or not the trainees have achieved the desired skill level.

4.4.9. Spare Parts and Tools

- (a) The spare parts and tools must comply with performance and design requirements in Appendix B12 of the SWTC.
- (b) The SSJ Contractor must recommend the scope, quantities and unit prices of the spare parts, special tools and test equipment necessary for maintenance. Spare parts recommendations must cover consumable spares that are sufficient for two years of operation, and routable spares and insurance spares for longer term

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maintenance and overhaul need. The lead time for ordering spare parts and special tools must be specified.

- (c) All special tools and test equipment supplied must be accompanied by operation manuals, drawings and, if applicable, procedures for calibration and alignment.
- (d) Spare parts, special tools and test equipment must be available for purchase for at least 15 years from Completion.
- (e) All spare parts must be identical to the equivalent installed items and strictly interchangeable. They must be suitably marked and numbered for easy identification.
- (f) All spare parts must be suitably packed and protected to prevent damage from shock, vibration and rough handling. If necessary parts must be coated in protective material to prevent deterioration.
- (g) The SSJ Contractor must identify at least two sources of supply for general spare parts such as electronic components, lamps, fuses, and other consumable and high-usage items.
- (h) The SSJ Contractor must provide sufficient commissioning spares to ensure the successful completion of the testing and commissioning activities.

4.5. Durability

- (a) The SSJ Contractor must prepare and submit to the Principal for review an overarching durability assessment report as part of the Design Documentation demonstrating that the durability and the required Design Life for each Asset element will be achieved.
- (b) The durability assessment report must include all elements of the design and the expected range of environments that the asset elements will be exposed to. The durability assessment report must detail the requirements and methods for future inspection, testing, monitoring and maintenance of all elements of the design.
- (c) The durability assessment report must address the issues of reliability, availability, maintainability and system safety (RAMS) including the following:
 - (i) the micro environment including soil and water condition, contamination, exposure conditions etc.;
 - (ii) the potential deterioration mechanisms in this micro environment;
 - (iii) design life modelling to ascertain the likely rate of deterioration and likely life;
 - (iv) the feasibility and cost of in-situ monitoring and/or replacement during the normal operating period and restricted non-operating period;
 - (v) the necessity and cost benefit analysis of providing additional protection;
 - (vi) the significance of failure; and
 - (vii) inspection and monitoring requirements.

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- (d) The micro-environment for each element must be determined by implementing site investigation and testing.
- (e) Assets and systems must be housed and installed in an environment that supports the specified design life.
- (f) Durability statements must be included in each design package or part package and for each submission that requires the Principal's review.

4.6. Operating environment ranges

- (a) Where not specified in the Contract or within the codes and standards all assets shall be able to perform their normal duties or cycles, within the continuous operating environmental ranges provided in Table 4-5 below.

Table 4-5 External Operating Environment

Control/environment	Range/commentary
Ambient Air Temperature	-10oC to 55oC dry bulb
Relative Humidity	10% to 95% non-condensing
Rainfall Rate	up to 40mm/hour
Solar Radiation	Up to 1000 W/m2
Wind Speed	up to 150 kph
Dust and Particulates	Subject to local condition investigations by the Operator
Vibration	Not in excess of an acceleration rate of 0.1 G continuously, or 0.25G intermittently in the frequency range of 5 to 25 Hz
Ambient Lighting	10 to 100,000 lux

4.7. Electromagnetic compatibility

- (a) Electromagnetic emissions from equipment and systems shall not interfere with medical devices, communications equipment, safety-critical electronic equipment, or the comfort of passengers or staff.
- (b) All items of equipment, systems and integrated systems forming part of the Project Works shall be electromagnetically compatible with:
 - (i) each other;
 - (ii) all electrical and mechanical systems provided by Interface Contractors; and

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- (iii) third party systems within and external to the Project Works.
- (c) All service systems must comply with the 'class A electromagnetic limits' established in:
 - (i) AS/NZS CISPR 22:2009 'Information Technology Equipment – Radio disturbance characteristics – Limits and method of measurement'; or
 - (ii) I.S. EN 55022:2010 'Information Technology Equipment – Radio disturbance characteristics – Limits and method of measurement'; and
 - (iii) AS/NZS 61000.6.1:2006 'Electromagnetic Compatibility – Part 6.1 – Generic Standards – Immunity for Residential, Commercial and Light Industrial environments'.
- (d) Electromagnetic compatibility must be in compliance with the ARPANS (Australian Radiation Protection and Nuclear Safety) Legislation including the ARPANSA (Australian Radiation Protection and Nuclear Safety Agency) Radiation Protection Series (RPS) Codes and Standards.
- (e) Where not specified within guidelines, codes or standards the SSJ Contractor must comply with the following vibration criteria and assessment requirements:
 - (i) assess individual vibration-sensitive equipment where vibration-free performance is essential to the operating outcome, including assessing any construction impact and operational vibration impacts prior to commissioning and at Completion;
 - (ii) assess individual vibration-sensitive equipment using generic 'Vibration Criterion' (VC) curves specified in 'Institute of Environmental Sciences and Technology' (IEST) industry standard IEST-RP-CC012:2007 – 'Considerations in Cleanroom Design'; and
 - (iii) where required by the SSJ Contractors vibration assessment carry out field measurements to confirm conformance with the standards. All field measurements must be in accordance with international standard ISO 8569:1996 'Mechanical vibration and shock – Measurement and evaluation of shock and vibration effects on sensitive equipment in buildings'.

4.8. Civil and structural works

- (a) The civil and structural works must comply with performance and design requirements in Appendix B1.0 of the SWTC.

4.9. Rail, rail systems and communications

- (a) The rail, rail systems and communications works must comply with performance and design requirements in Appendix B2.0 of the SWTC.

4.10. Buildings, precinct and public domain works

- (a) The buildings, precinct and public domain works must comply with the requirements in Appendix B3.0 of the SWTC.

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4.11. Mechanical and electrical services

- (a) The mechanical and electrical services works must comply with performance and design requirements in Appendix B4.0 of the SWTC.

4.12. Fire and life safety

- (a) Fire and life safety works must comply with performance and design requirements in Appendix B5.0 of the SWTC and relevant design requirement in Appendix B1.0 to B4.0.

4.13. Noise mitigation measures and structures**4.13.1. Metro Station and Station Precinct (internal noise levels)**

- (a) The SSJ Contractor must design the architectural finishes in all public areas of the Metro Station to enable the public address (PA) system and system for intercom and emergency purposes to achieve speech intelligibility index of 0.5 required by AS1670.4 and the requirements of ASA standard T MU TE 61003 ST.
- (b) The reverberation time in all public areas of the Metro Stations must be designed in accordance with AS2107.
- (c) Noise criteria for service equipment must not exceed the values set out in the following tables when the Metro Station mechanical services are in normal operation and the Metro Station is unoccupied.

Table 4.12.7.1 Station Plant Noise Criteria – Public Areas

Location and conditions	Noise criteria, L_{Aeq}
Paid Concourse, Gateline and Platform areas (normal fan operation)	55dBA
Paid Concourse, Gateline and Platform areas (congested fan operation)	65dBA
Paid Concourse, Gateline and Platform areas (emergency fan operation)	75dBA

Table 4.12.7.2 Ancillary Equipment Noise Criteria – Public Areas

Location and conditions	Noise criteria, L_{Aeq}
Escalators	55dBA
Lifts	55dBA

- (d) The acoustic design of the Metro Station must be verified by acoustic computer modelling of the station entry, paid concourse and cavern spaces.

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- (e) The computer acoustic modelling must represent the proposed internal finishes, advertising, loudspeaker design and be otherwise empty of people.
- (f) The SSJ Contractor must design other internal spaces of the station and precinct buildings (excluding plant rooms) to be lower than the maximum design sound levels and reverberation times stated in AS/NZS 2107.

4.13.2. Noise from mechanical systems

- (a) In addition to the noise criteria in Planning Approvals, the SSJ Contractor must comply with the requirements set by AS/NZS2107, and the internal noise criteria illustrated in Table 4.13.8.

Table 4.13.8 Internal Noise Criteria

Space/Area	Maximum acceptable noise Level dBA (Leq)
Plant Rooms (excluding tunnel ventilation and trackway exhaust fan rooms)	85
Equipment Rooms and Electrical Rooms	75
Customer service desk/office	45
Staff room	40
Locker room	50
Store room	50
Garbage Room	65
Ticket sales areas	50

- (b) The above criteria do not apply to systems or components operating in emergency mode. In this situation, noise generated by the systems or their components must not exceed levels that affect speech intelligibility in egress paths, evacuation assembly areas, or operational or emergency control rooms or areas.
- (c) Noise from systems or components operating in emergency mode must not exceed 85dBA when measured at 1m from any air intake or discharge point, including internal registers and grilles.

4.14. Heritage

- (a) Heritage must comply with the Planning Approvals and the performance and technical requirements in Appendix B6.0 of the SWTC.

4.15. Sustainability requirements

- (a) Sustainability requirements must comply with performance and technical requirements in Appendix B7.0 of the SWTC.

4.16. Customer Centred Design requirements

- (a) The SSJ Contractor must comply with the customer centric design (CCD) requirements in Appendix B9.0 of the SWTC.

4.17. Wayfinding requirements

- (a) The SSJ Contractor must comply with the wayfinding requirements in Appendix B10 of the SWTC.

4.18. Public Art

- (a) The SSJ Contractor must comply with the public art requirements in Appendix B11 of the SWTC.

4.19. Asset Management

- (b) The SSJ Contractor must comply with the asset management requirements in Appendix B12 of the SWTC.

4.20. Advertising

- (a) The SSJ Contractor must comply with the advertising requirements in Appendix B13 of the SWTC.

4.21. Retail

- (a) The SSJ Contractor must comply with the retail requirements in Appendix B14 of the SWTC.

5. Construction Requirements

5.1. General

- (a) The SSJ Contractor must provide sufficient design resources during the construction phase to ensure effective monitoring of construction activities including testing and commissioning activities, verification and validation of the integration of all components of the Project Works, clarification of design issues, review of design changes, witnessing of acceptance tests and release of Hold Points.
- (b) The SSJ Contractor must ensure that all SSJ Contractor's Activities:
 - (i) are constructed in a manner and to standards which comply with and meet the requirements of the Contract, including this SWTC;
 - (ii) are planned, programmed, staged and completed to ensure minimal interruption to station operations (including maintenance activities), to Sydney Trains staff, customers and the general public's access to, from and through the station(s) and transport interchange(s);
 - (iii) are completed in a manner not to compromise/reduce the existing operation levels, level of service and safety standards of the station(s) or transport interchange(s), or of Sydney Trains staff, customers or the general public;
 - (iv) do not disrupt existing Rail Operator networks and infrastructure or delay rail services/timetables;
 - (v) have no unplanned impacts to Rail Operators;
 - (vi) maintain connectivity with rail and other interchange transport services;
 - (vii) do not impact existing station emergency evacuation capability and procedures at all times;
 - (viii) do not damage or have any unacceptable or adverse impact on the condition or performance of the existing environment, urban context or any infrastructure or property on, in, or adjacent to the Site or Extra Land;
 - (ix) are staged to minimise the reduction in numbers of car parking, Kiss and Ride, taxi and similar parking spaces; and
 - (x) are effective monitoring and validated by authorised and accredited design resources including testing and commissioning activities, verification and validation of the integration of the design components, clarification of design issues, review of design changes, witnessing of acceptance tests and release of Hold Points.
- (c) When a Worksite is used by the SSJ Contractor located on property owned by an Authority, the SSJ Contractor must:

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- (i) complete the SSJ Contractor's Activities to minimise any disruption to the public, adjoining landowners or tenants; and
- (ii) complete all of the SSJ Contractor's Activities and bring the SSJ Contractor's Activities on the Worksite to Construction Completion as soon as possible after the SSJ Contractor is provided access to the Worksite.
- (d) The SSJ Contractor must liaise regularly with Sydney Trains and other stakeholder's representatives and without limiting any of the SSJ Contractor's obligations under the Contract, must ensure that neither Sydney Trains, other stakeholders and the Principal has any objection to the SSJ Contractor's proposed means of carrying out the SSJ Contractor's Activities.

5.2. Temporary Site Facilities

- (a) The SSJ Contractor, after being granted access to any part of the Site, must:
 - (i) set out and establish the Site in accordance with the requirements of Management Requirements MR-C, MR-E and the Planning Approval at locations and positions that minimise the impact on adjoining properties and residents;
 - (ii) provide site amenities in accordance with the SafeWork Australia Code of Practice for Construction Work, the SafeWork Australia Code of Practice Managing the Work Environment and Facilities and the WorkCover NSW Amenities for Construction Work Code of Practice;
 - (iii) in addition to the requirements of clause 308 of the Work Health and Safety Regulations 2011, provide clean and visible mandatory, temporary and safety signage in accordance with Codes and Standards to identify and designate restricted areas and develop and implement a procedure to determine how access to restricted areas will be prevented, the type of barriers and signage that are required and the persons who will be granted access;
 - (iv) provide safe accesses, fences, barriers, hoardings and walking surfaces within, to and adjoining the Site and Extra Lands to ensure the safety of all persons involved in the SSJ Contractor's Activities and all members of the public. Where the SSJ Contractor's Activities affect existing infrastructure, the SSJ Contractor must install temporary infrastructure which provides as a minimum the same level of safety and convenience as the existing infrastructure for the SSJ Contractor's personnel and the public until Construction Completion;
 - (v) construct and maintain all facilities utilised for the purpose of the SSJ Contractor's Activities in excellent condition for the duration of the Contract; and
 - (vi) ensure all site facilities incorporate:
 - A. energy efficient design features, and best practice energy efficient lighting solutions, light fittings and high efficiency electrical equipment and appliances;

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- B. high performance thermal insulation in all walls, ceilings and floors that optimise thermal performance;
 - C. natural daylighting;
 - D. natural ventilation;
 - E. water efficient fixtures, fittings and controls, eg Water Efficiency Labelling Scheme (WELS);
 - F. air conditioning refrigerants and fire suppression system with low or zero global warming potential;
 - G. bicycle storage facilities, showers and changing room facilities; and
 - H. Crime Prevention through Environmental Design (CPTED) principles.
- (b) ensure that security and warning lighting used must be installed so that light is not directed at neighbouring properties or in such a way that light reflects onto structures or neighbouring properties.
 - (c) provide traffic management as necessary on roads and footpaths affected by the SSJ Contractor's Activities.
 - (d) secure the Site and install all required security, safety and environmental controls and appropriate site safety and identification signage in accordance with MR –E.
 - (e) provide secure separation between the Rail Corridor and other parts of the Site for the duration of the SSJ Contractor's Activities.
 - (f) provide all temporary services and infrastructure required by the SSJ Contractor to undertake and complete the SSJ Contractor's Activities.
 - (g) provide survey for and construction of all temporary offices and amenities, including those for the Principal and all subcontractors, perimeter fences, construction roads, signage, wheel wash facilities, temporary drainage, hard stand areas and other facilities required by the SSJ Contractor to undertake and complete the SSJ Contractor's Activities.
 - (h) supply and erect two bill boards inside the perimeter security fence in positions identified by the Principal two weeks prior to commencing the SSJ Contractor's Activities on the Site. The size is to be not less than 1200 mm high and 2400 mm wide. The bill boards will prominently display:
 - (i) the SSJ Contractor's 24 hour contact (name and telephone number);
 - (ii) the Principal's Emergency Hotline; and
 - (iii) other information advised by the Principal.

5.2.1. Site Facilities for Principal

- (a) From the date that the SSJ Contractor establishes its site offices, the SSJ Contractor must provide site facilities for the exclusive use of the Principal and its personnel ("Principal's office").

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- (b) The Principal's office must:
- (i) be located immediately adjacent to the SSJ Contractor's main site offices;
 - (ii) an integrated, air conditioned open plan office of a standard that is suitable to accommodate five full-time persons, that complies with all relevant building codes and health and safety requirements;
 - (iii) include five workstations of four square metres each, with an appropriate walkway space. Each workstation must include:
 - A. a desk;
 - B. a lockable pedestal drawer unit;
 - C. an office chair;
 - D. shelving units;
 - E. a minimum of four power sockets; and
 - F. a separate telephone and computer data point.
 - (iv) provide a meeting room capable of seating 10 persons at the table;
 - (v) office standard printer and a minimum 10Mbps (Megabits per second) Internet connection for the TfNSW server;
 - (vi) all equipment, furniture, fittings and finishes provided for the Principal's office must be new and of a standard that is suitable for a professional office;
 - (vii) have six designated parking spaces adjacent ; and
 - (viii) be fully serviced and maintained by the SSJ Contractor including undertaking all security, cleaning and maintenance.
- (c) The Principal will supply all mobile information technology and communication equipment (such as computers, data cards and mobile phones) for use by the Principal's personnel.

5.2.2. Site Facilities for Independent Certifier

- (a) From the date that the SSJ Contractor establishes its site offices, the SSJ Contractor must provide site facilities for the exclusive use of the Independent Certifier and its personnel ("Independent Certifier's office").
- (b) The Independent Certifier's office must:
- (i) be located immediately adjacent to the SSJ Contractor's main site offices;
 - (ii) be an integrated, air conditioned open plan office of a standard that is suitable to accommodate two full-time persons, that complies with all relevant building codes and health and safety requirements;
 - (iii) include two workstations of four square metres each, with an appropriate walkway space. Each workstation must include:

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- A. a desk;
 - B. a lockable pedestal drawer unit;
 - C. an office chair;
 - D. shelving units;
 - E. a minimum of four power sockets; and
 - F. a separate telephone and computer data point.
- (iv) include all equipment, furniture, fittings and finishes provided for the Independent Certifier's office must be new and of a standard that is suitable for a professional office;
 - (v) include an office standard printer and a minimum 10Mbps (Megabits per second) Internet connection;
 - (vi) have three designated parking spaces adjacent ; and
 - (vii) be fully serviced and maintained by the SSJ Contractor including undertaking all security, cleaning and maintenance.
- (c) The Independent Certifier's will supply all mobile information technology and communication equipment (such as computers, data cards and mobile phones) for use by the Independent Certifier's representatives.

5.3. Demolition

- (a) Where demolition of infrastructure and buildings is required, the SSJ Contractor must:
 - (i) undertake the demolition work in accordance with AS 2601 The demolition of structures;
 - (ii) provide a levelled site free of depressions and undulations;
 - (iii) disconnect all Utility Services at the Site boundaries in accordance with the requirements of the relevant Utility Services owners, including:
 - A. remove all water meters and return them to Sydney Water. The incoming water supply must be capped at the water meter location supply point;
 - B. cap all hydrant service at the location of the incoming supply feed to the requirement of Sydney Water;
 - C. disconnect all gas supply service at the supply meter;
 - D. disconnect all Telstra service at the supply location;
 - E. disconnect and remove all broadband telecommunication feeds to the supply locations;
 - F. cap all stormwater pipes exposed by the SSJ Contractor's Activities at ground level using sealed caps and plugs. All stormwater services

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below ground, and at ground surface levels must be retained at Completion (kerb inlet pits, carpark/roadway pits, grated drains etc.);

- G. cap all sewer pipes including floor wastes, waste stacks, vents, basin, pan and sink connection points exposed by the SSJ Contractor's Activities at ground level using sealed caps. All sewer services below ground and at ground surface levels, must be retained at Completion; and
 - H. disconnect all electrical supply services to buildings, structures, lighting structures, etc. within the Demolition Site including low and high voltage supply feeds. The Contractor must engage the relevant electrical Utility Authority or authorised contractor to disconnect all overhead and inground supply feeds, including removal and return of all electrical meters.
- (iv) cap all conduits and pipes at the disconnection points to prevent ingress of surface runoff and groundwater;
 - (v) remove all structures, facilities and debris above ground level;
 - (vi) remove all ground slabs, basement structures, foundations, strip and pad footings, pile caps, tanks and other structures below ground level excluding piles below pile cap level and basement structures that can be utilised as ground support structures;
 - (vii) remove all demolished materials and debris from the Site;
 - (viii) backfill all excavations with fill free of deleterious materials and compact to a density consistent with the surrounding ground;
 - (ix) develop and implement a demolition method that minimises adverse noise, vibration and air quality impacts;
 - (x) prepare the Demolition Management Plan and submit it in accordance with Management Requirements – Project Administration (MR-PA);
 - (xi) remove and dispose of all contamination and hazardous materials in accordance with applicable Australian Standards and Codes of Practice;
 - (xii) design, install and construct all Temporary Works to ensure safe demolition;
 - (xiii) undertake all structural design, certification and installation of temporary shoring measures to enable safe demolition below ground levels. The temporary shoring measures are part of the Temporary Works;
 - (xiv) prepare and submit a survey plan for each demolition site in accordance with MR-PA detailing the final surface levels, and locations of all disconnected/isolated Utility Services. The survey plan must include:
 - A. a topographical survey that identifies the final surface levels of each demolition site;

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- B. certification from a licensed electrician, plumber and gas fitter (or supply provider) that all Utility Services have been disconnected/isolated in accordance with the relevant Australian Standards and the Supply Authority Guidelines;
 - C. video evidence that all retained main sewer and stormwater pipework is clear of debris and rubble created by the SSJ Contractors Activities;
 - D. photographic evidence of the isolation method for each Utility Services; and
 - E. prepare and submit condition surveys.
- (xv) prepare demolition and submit in accordance with MR-PA, methodologies with endorsement from an appropriately qualified Demolition Structural Engineer;
 - (xvi) engage Demolition Structural Engineers to perform design and inspection roles in accordance with the SafeWork NSW Demolition Work Code of Practice July 2015, AS2601 – The Demolition of Structures – 2001, and AS1170 – 0 – 2002, AS1170 – 1, 2002 and AS1170 – 2;
 - (xvii) engage Demolition Structural Engineers to undertake designs of the following Temporary Works:
 - A. general demolition Temporary Works for activities including back propping of slabs; modification of structures to allow materials handling and vehicle access through buildings; support of heavy equipment; designs required by Third Party Agreements, etc. (Category A);
 - B. temporary shoring where basements are demolished and required shoring and anchoring, if required, below footpaths/ surrounding ground levels (Category B);
 - C. hoarding (Category C); and
 - D. scaffold (Category D).
 - (xviii) the Demolition Structural Engineers for Categories A and B designs must be a member of the Australian Institute of Engineers with a minimum 15 years' experience in this type of work;
 - (xix) the Demolition Structural Engineers for Category C and D designs must be suitably qualified with a minimum 5 years relevant experience;
 - (xx) all Category A and B designs by the SSJ Contractor's Structural Engineer must be reviewed by the Proof Engineer; and
 - (xxi) for work related to the removal of equipment, fittings and fit out materials from buildings, the SSJ Contractor must salvage, reuse and recycle equipment, fittings and materials to the maximum extent practicable, and provide a report to the Principal's Representative on how this has been accomplished.

5.4. Acid Sulphate Soils and Rock

- (a) The SSJ Contractor must treat and dispose of any acid sulphate soils and rocks in accordance with:
 - (i) Guidelines for the Management of Acid Sulphate Materials: Acid Sulphate Soils, Acid Sulphate Rock and Monosulfidic Black Ooze, RTA;
 - (ii) Department of Environment, Climate Change and Water requirements;
 - (iii) Acid Sulphate Soil Manual, NSW Acid Sulphate Soils Management Advisory Committee, (August 1998);
 - (iv) NSW Environmental Protection Authority - Assessing and Managing Acid Sulphate Soils; and
 - (v) Environment Protection Authority, Victoria Information Publication 655 - Acid Sulphate Soil and Rock.

5.5. Storage and Stockpile on Site

- (a) The SSJ Contractor must make its own arrangements for temporary and any permanent stockpiles of materials, including earthwork materials and excavated tunnelling materials, arising from the SSJ Contractor's Activities which take place or are performed outside of the Site.
- (b) Any materials, including earthwork materials, which are surplus to or are not suitable for incorporation in the Project Works or the Temporary Works must be removed from the Site and properly disposed of in compliance with the requirements of the Contract.
- (c) Stockpiles must not be placed in drainage lines, channels or paths.
- (d) Stockpiles must not obstruct rail access points.
- (e) The SSJ Contractor is responsible for providing secure and safe storage for all of the SSJ Contractor's construction plant and the materials to be used for or in carrying out the SSJ Contractor's Activities. Storage methods must prevent mechanical and climatic damage.
- (f) Storage areas must be kept safe and tidy to maintain a safe work environment and to minimise hazards to persons, other materials and equipment. The SSJ Contractor must take proper precautions to keep hazardous or dangerous substances in places secured against access by unauthorised persons and in a manner to prevent damage to the environment.

5.6. Noise and Vibration

- (a) The SSJ Contractor must:
 - (i) install and maintain acoustic walls and other noise attenuation devices in accordance with the requirements in the Planning Approval to provide noise mitigation during the performance of the SSJ Contractor's Activities. SSJ Contractor's Activities that require the installation of acoustic walls or

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other noise attenuation devices must not commence until the acoustic walls or other noise attenuation devices are erected; and

- (ii) make any temporary acoustic walls and other noise attenuation devices from as-new or recycled materials and must at all times be maintained in a neat and tidy condition and be sympathetic with the surroundings.

5.7. Discharge Water Quality

- (a) The SSJ Contractor must:
 - (i) treat and disposed in accordance with the Planning Approval and the requirements of relevant Authorities water including groundwater seepage, captured within the Site; and
 - (ii) monitor the quality of all water discharged from the Site.

5.8. Pedestrian Management during Construction

- (a) The SSJ Contractor must:
 - (i) comply with the MR-C, Exhibit E Site Access Conditions and in addition the requirements set out below to minimise the impact to pedestrians in and around Sydenham Station;
 - (ii) produce pedestrian modelling for every stage of construction, inclusive of temporary or staged works. All width routes through to lifts, run off areas from escalators and other pinch points around the station must be justified by the pedestrian modelling;
 - (iii) notify the Principal 30 days before any major wayfinding changes at Metro Station or Sydenham Station;
 - (iv) plan and execute the SSJ Contractor's Activities to ensure safe pedestrian conditions are maintained at all times during the SSJ Contractor's Activities. Temporary or modified access for pedestrians must comply with the requirements of relevant Authorities; and
 - (v) maintain existing Public Thoroughfares and Rights of Way or provide approved alternative unimpeded and uninterrupted access twenty four hours a day, seven days a week for:
 - A. all existing formalised pedestrian access;
 - B. adjoining and nearby property owners, occupiers and users to areas adjacent to and outside the Site;
 - C. Sydney Trains and other contractors requiring access to the Rail Corridor through any access gate; and
 - D. all emergency services.

~~Sydneyham Station and Junction (SSJ)~~**5.9. Station Precinct Operation Impact Assessment Group ²**

- (a) The SSJ Contractor must attend weekly Station Precinct Operation Impact Assessment Group (SPAG) meetings to communicate the upcoming construction activities to Sydney Trains station staff.
- (b) Agenda items must include:
 - (i) presentation of the latest staging diagrams;
 - (ii) 3 month look ahead program review;
 - (iii) identification of Sydney Trains resource requirements;
 - (iv) detailed 3 week look ahead program review;
 - (v) 1 week look ahead deep dive program review;
 - (vi) impact on station operations including noise works; and
 - (vii) implementation of the Global Safety Interface Agreement.

5.10. Hoarding and temporary fencing

- (a) The SSJ Contractor must:
 - (i) obtain approval from both the Principal and Sydney Trains before erecting hoarding and fencing within the station and Rail Corridor;
 - (ii) obtain approval from both the Principal and relevant Authority before erecting hoarding and fencing outside the station;
 - (iii) install and maintain temporary hoardings, fencing and walls on and around the Site as necessary to provide safety and security in the performance of the SSJ Contractor's Activities. The temporary hoardings, fencing and walls must be erected prior to commencing the SSJ Contractor's Activities in the affected areas and kept securely locked at all times;
 - (iv) install hoardings and fencing from new materials and must at all times be maintained in a neat and tidy condition and be sympathetic with the surroundings. Hoardings are to be clean, painted free of snagging or sharp protrusions on both the worksite side and the public side and also comply with the relevant hoarding standards;
 - (v) maintain hoardings, fencing or walls on or around the Site free of graffiti and any advertising material not authorised by the Principal's Representative until the Date of Construction Completion of the last Portion to achieve Construction Completion;
 - (vi) design hoarding to appropriate, wind loading, train generated turbulent forces, crowd loading, dust, noise electrical earthing and bonding and fire

² Group name changed to reflect Sydney Train interface agreement – Access to Sydney Trains Facilities – Annexure C

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rating requirements. Hoardings must not be full height in order to allow smoke to vent into the adjacent construction area;

- (vii) provide hoarding and fencing with doors/gate that open inward to the site, no gaps should be evident between the edge of the hoarding and any permanent structure; and
- (viii) provide appropriate netting between the top of the hoarding and any roof/canopy to prevent unwanted materials or potential ignition sources being thrown into the construction zone. This netting or barrier must be permeable.

5.11. Maintenance

(a) The SSJ Contractor must:

- (i) maintain and repair the Project Works within a Portion until the Date for Construction Completion for that Portion (including any part of the Project Works temporarily handed back to Sydney Trains);
- (ii) maintain any systems affected by the SSJ Contractor Activities throughout the Site until Construction Completion of the Portion relating to that system;
- (iii) ensure that all infrastructure, facilities and amenities in the areas being maintained are at all times fit for their intended purpose (as at the date of the Contract), clean and tidy;
- (iv) maintain the Site and any other areas affected by the SSJ Contractor's Activities in a clean and tidy manner throughout the duration of the SSJ Contractor's Activities;
- (v) not store rubbish or loose items on the Site for any extended period;
- (vi) maintain existing landscaping and ground vegetation within the Site;
- (vii) remove weeds or other undesirable vegetation within the Site duration of the SSJ Contractor's Activities;
- (viii) promptly remove rubbish on the Site or area impacted by SSJ Contractor Activities;
- (ix) keep clean any public areas and back of house of the Sydenham Station affected by the SSJ Contractor's Activities;
- (x) engage appropriately skilled and experienced cleaners to keep clean the public areas of Sydenham Stations affected by the SSJ Contractor's Activities;
- (xi) ensure that any dust created by SSJ Contractor Activities is removed. Dust entering public areas or where it is likely to interfere with operating equipment must be removed at the end of each shift. Every effort is to be made to reduce dust emanation from the works; and any rubbish, dust, or residue from dirty work boots deposited in public areas or egress areas is promptly removed;

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- (xii) not dispose of any rubbish, including dust or dirty water into the track drainage system or Sydney Trains waste facilities;
- (xiii) ensure any rubbish, dust, or residue from dirty work boots deposited in public areas or egress areas is removed within 30 minutes;
- (xiv) provide shared access to all operating Sydney Trains facilities;
- (xv) maintain access for a mobile elevated platform for Sydney Trains around the Sydenham Station for maintenance purposes; and
- (xvi) ensure that its activities do not interfere with mobile phone or radio coverage within the Sydenham Station.

5.12. Interface Contractors Access Requirements

- (a) The SSJ Contractor must provide access, temporary storage as detailed in Appendix E, including;
 - (i) providing safe access through the Site for the Interface Contractors;
 - (ii) providing temporary storage for the delivery and installation of the equipment required for works by the Interface Contractors; and
 - (iii) providing access routes for the Interface Contractors that are clean, clear and free of dust and water.

5.13. Property Access and Utility Services

- (a) Where the SSJ Contractor Activates requires adjustments to private properties and or Utility Services the SSJ Contractor must:
 - (i) do all things necessary to satisfy the reasonable requirements of individual owners, occupiers of and visitors to properties, businesses and community facilities affected by the SSJ Contractor's Activities in respect of timing, duration and the carrying out of the relevant SSJ Contractor's Activities;
 - (ii) ensure that suitable access is maintained at all times to all properties and between severed portions of properties. Appropriate detours must be arranged and provided;
 - (iii) not reduce the level of access, (vehicular or pedestrian) to any commercial property during its relevant trading hours is permitted without the written agreement of the owner and occupier; and
 - (iv) make all required arrangements with the affected public in relation to the impacts and consequences of the interruption of any Utility Services.
- (b) Where Properties are adjacent to site or impacted by SSJ Contractors activities the SSJ Contractor must:
 - (i) prevent nuisance to the owners, tenants or occupiers of properties adjacent to the Site;
 - (ii) take all necessary steps to maintain safe, clear, unobstructed access to adjacent buildings; and

- (iii) consider and take appropriate steps regarding any property adjacent to the Site which the SSJ Contractor needs to enter to undertake and complete the SSJ Contractor's Activities, as Extra Land.

5.14. Site Protection and Restoration

- (a) The SSJ Contractor must:
 - (i) comply with the requirements in the Planning Approval and ensure that significant trees (based on species, age or size) which may be affected by the SSJ Contractor's Activities are identified and appropriate protection management measures implemented including fencing and pruning;
 - (ii) reinstate the Site progressively as each part of the Project Works and Temporary Works is completed;
 - (iii) reinstate all land outside the Site (including the Extra Land) which has been in any way affected by SSJ Contractor's Activities to a condition at least equivalent to that existing before that occupation or use;
 - (iv) reinstate the Site, including the removal of all temporary infrastructure, reinstating all built and natural surfaces, features, landscaping and the natural environment to a condition not less than that existing immediately prior to the SSJ Contractor obtaining access to the Site; and
 - (v) prior to Construction Completion of each Portion:
 - A. complete a final clean of the SSJ Contractor's Activities;
 - B. employ experienced workers or professional cleaners for final cleaning operations;
 - C. comply with the manufacturer's instructions for cleaning operations;
 - D. cleaning to a standard expected from a cleaning and maintenance program for a first class building;
 - E. remove of labels and all manufacturer's markings that are not required as permanent labels or markings;
 - F. avoiding disturbance of natural weathering of adjoining surfaces;
 - G. cleaning all light fixtures and lamps so as to function with full efficiency, including re-lamping any non-functioning lamps; and
 - H. cleaning of all signage.

5.15. Road Condition

- (a) The SSJ Contractor must:
 - (i) ensure that any road, footpath, shared path or cycleway which is open to the public is at all times kept free of any mud, dirt, deleterious material, trip hazards and debris arising from the SSJ Contractor's Activities;

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- (ii) as a minimum, install, maintain and utilise wheel wash facilities and cover all construction vehicles to prevent any loss of fuels, lubricants, load or other substances, whether in the form of dust, liquids, solids or otherwise. Any spillage or build-up of such material or debris must be cleaned up immediately and any damage caused by such an occurrence must be immediately repaired;
- (iii) apply appropriate treatments to roads, footpaths, shared paths or cycle ways that protect the roads, footpaths, shared paths or cycle ways from damage arising from the SSJ Contractor's Activities and allow for repair if damage occurs; and
- (iv) repair immediately any damage to any road, footpath, shared path or cycleway which is open to the public, caused by the SSJ Contractor's Activities. The road, footpath, shared path or cycleway must be repaired to the satisfaction of the relevant Authority.

5.16. Security Regime

- (a) The SSJ Contractor must:
 - (i) provide 24 hour security at all access points to the Site;
 - (ii) ensure access and egress is available to Sydney Trains and NSW Trains maintenance contractors to complete maintenance and repairs to the within the Station and corridor;
 - (iii) use a radio communication system during the SSJ Contractor's Activities that cannot be accessible by the general public;
 - (iv) ensure that staff has photo identification clearly on display whilst in the public areas of Sydenham Station, Sydenham Equipment Centre and XPT maintenance yard at all times; and
 - (v) allow to move, adjust or change existing CCTV cameras due to construction hoarding, site facilities etc.

5.17. Access

5.17.1. Control of Access to the Site

- (a) The SSJ Contractor must ensure that access to the Site is restricted to authorised personnel and registered visitors. The SSJ Contractor is responsible for controlling access to / from the Site until Completion of the relevant Portion and must:
 - (i) provide a secure perimeter to any part of the Site where hazards exist;
 - (ii) minimise access points to the Site;
 - (iii) control all access points with gates kept closed during working hours and locked when the Site is unoccupied, open gate must be manned at all times;

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- (iv) install a notice at the main gate of the site compound stating the name and the 24 hour contact number of the person who has custody of the keys to access the Site; and
- (v) provide clear and prominently positioned directional, information and safety signage in regard to visitors, site safety, emergency egress and assembly points, the wearing of personal protective equipment, emergency contact numbers and the rules regarding the conduct required to be maintained on the Site.

5.17.2. Control of Access into Rail Corridor

- (a) The SSJ Contractor must ensure and maintain access control to the Rail Corridor at all times.
- (b) Where the SSJ Contractor's Activities affect existing Sydney Trains access roads and gates etc. to the Rail Corridor, the SSJ Contractor must maintain access to the Rail Corridor for Sydney Trains employees, subcontractors and equipment at all times, except during Track Possessions and Temporary Shutdowns when the SSJ Contractor has approved control of access to the Rail Corridor.
- (c) The SSJ Contractor must maintain an access road equivalent to that in existence prior to the SSJ Contractor's Activities or an all-weather access with a minimum width of 4 metres, whichever is the more onerous.
- (d) The SSJ Contractor must maintain unobstructed 24 hour vehicular access with designated maintenance parking to the Sydney Trains padmount substation located within the current Sydney Trains Sydenham Civil Depot.

5.18. Traffic Management during Construction

- (a) The SSJ Contractor must;
 - (i) plan traffic and transport management associated with the SSJ Contractor's Activities to avoid delays and detours that will inconvenience the affected public or road users or interfere with traffic during periods of heavy traffic flows;
 - (ii) obtain approval from relevant Authorities prior to implementing any changes to traffic flow, vehicle, pedestrian, public transport and bicycle movements or adjustments to arrangements for control of traffic on roads and footpaths;
 - (iii) comply with the Environmental Documents and the following:
 - A. Principal's General Specification (G10 – Traffic and Transport Management);
 - B. RMS Traffic Control at Worksites Manual;
 - C. AS 1742.3 Manual of uniform traffic control devices - Traffic control for works on roads;
 - D. Relevant Austroads Guides;

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- E. SM PS-ST-221 Sydney Metro Principal Contractor Health and Safety Standard;
 - F. Construction Traffic Management Framework; and
 - G. RMS Supplements to Australian Standards and Austroads.
- (iv) document how traffic will be managed when construction works are being carried out in a Construction Traffic Management Plan (CTMP). The CTMP is to describe the work activities being proposed, their impact on the roadway and on road users, and how these impacts will be addressed. The CTMP is to be prepared in accordance with the Construction Traffic Management Framework which describes the traffic management objectives, principles and strategies to be implemented during Sydney Metro City & Southwest construction, having regard to contractual requirements, the Revised Environmental Mitigation Measures (REMM) and other obligations of the SSI Planning Approval;
 - (v) provide copies of any traffic control plans approved by relevant Authorities that set out specific traffic and transport management arrangements to be implemented at specific locations during the construction of the Project Works and Temporary Works to the Principal's Representative and the Independent Certifier;
 - (vi) address any unplanned traffic management activities, including emergency work due to incidents, in the Construction Traffic Management Plan to the satisfaction of the relevant Authorities;
 - (vii) where traffic control devices include safety barriers, the safety barriers will:
 - A. comply with the RTA Traffic Control at Worksite Manual; and
 - B. be offset from the edge of the nearest adjacent traffic lane in accordance with relevant standards.
 - (viii) comply with the requirements of all relevant Authorities regarding Temporary traffic lanes on roads, including minimum lane widths, in accordance with relevant standards;
 - (ix) only enter, operate within or exit from a worksite in a manner which does not endanger the public and under suitably designed and appropriate traffic control measures;
 - (x) provide suitable intersections or points of access for vehicles entering or leaving the Site and at locations where the traffic volumes are increased as a result of the SSJ Contractor's Activities. The intersection and access treatments must comply with the requirements of all relevant Authorities;
 - (xi) undertake Community notification to advise the affected public and road users of the proposed changes to traffic flow, vehicle, pedestrian and bicycle movements and arrangements for control of traffic on roads in accordance with the requirements in MR-C;

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- (xii) obtain approval from relevant Authorities for all road and footpath, occupancies, detours and closures. Relevant Authorities may elect to defer or modify road and footpath occupancies, detours or closures due to special events or other high traffic demands. An occupancy licence may be required from relevant Authorities for road and footpath occupancies, detours and closures;
- (xiii) immediately advise the Principal's Representative and the relevant Authorities of any unplanned closure of a lane, shoulder or footpath or a restriction in the flow of pedestrians, cyclists, public transport services or traffic. Details of the closure or restriction and of the schedule for reopening of the lanes, shoulders or footpaths must be provided. The SSJ Contractor must take all required measures to open the lanes, shoulders or footpaths as quickly as possible;
- (xiv) comply with any traffic direction or instruction given by the New South Wales Police Service, a relevant Authority or the Principal's Representative in respect of any traffic and transport management. The New South Wales Police Service, a relevant Authority or the Principal's Representative may, at any time, instruct the SSJ Contractor to re-open a lane, shoulder or footpath without delay, whether or not that lane, shoulder or footpath was closed by prior agreement. The SSJ Contractor must immediately comply with such instructions;
- (xv) plan and execute the SSJ Contractor's Activities to ensure safe cycling conditions are maintained at all times during the SSJ Contractor's Activities. Temporary or modified facilities for bicycles must comply with the requirements of relevant Authorities;
- (xvi) plan and execute the SSJ Contractor's Activities to ensure safe pedestrian conditions are maintained at all times during the SSJ Contractor's Activities. Temporary or modified facilities for pedestrians must comply with the requirements of relevant Authorities;
- (xvii) plan and execute the SSJ Contractor's Activities to ensure conditions for safe and efficient road based public transport services and operations are maintained at all times during the SSJ Contractor's Activities;
- (xviii) plan and execute the SSJ Contractor's Activities to ensure conditions for safe and efficient use of railway stations by commuters, passengers and other railway station users are maintained at all times during the SSJ Contractor's Activities and minimise impact on these commuters, passengers and other railway station users. Temporary or modified facilities for a railway station must comply with the requirements of relevant Authorities and relevant stakeholders; and
- (xix) maintain bus vehicle access including rail replacement bus access, bus customer access and bus operational requirements at all times during the SSJ Contractor's Activities. Temporary or modified facilities for bus vehicles, bus customers and bus drivers, including supporting infrastructure such as bus stops, shelters and signage, must comply with

the requirements of the relevant Authorities and relevant stakeholders including bus operators.

5.19. Special Events

- (a) A “special event” is:
 - (i) a “Special Event” as defined in Management Requirement-PA of the Contract; or
 - (ii) any other local or regional event which generates increased vehicle and/or pedestrian traffic or reduces traffic speed or lowers the capacity of the road network around the Site or any Extra Land.
- (b) Where special events are expected to generate additional vehicle and/or pedestrian traffic in any areas directly or indirectly affected by the Works, the Temporary Works and the SSJ Contractor’s Activities, the SSJ Contractor must cooperate with the Principal’s Representative and all relevant Authorities and emergency services in relation to the planning and preparation for the special event, to facilitate the special event and any associated traffic and pedestrian flows around the Site or any Extra Land.
- (c) The SSJ Contractor must modify the SSJ Contractor’s Activities to accommodate the requirements of special events and perform the SSJ Contractor’s Activities so as to minimise any interference with or disruption to any special event or the planning and preparation for any special event.
- (d) The SSJ Contractor must attend any meeting relating to any special event or the planning and preparation for any special event as required and requested by the Principal’s Representative.
- (e) The SSJ Contractor must consider any additional security requirements during special events.

5.20. Emergency/Incident Management

- (a) In an emergency event the SSJ Contractor must comply with overarching Sydney Trains Sydenham Station emergency procedures.
- (b) The SSJ Contractor must develop an Emergency and Incident response plan, including updating Sydenham Station specific emergency plans.
- (c) The SSJ Contractor will be required to attend Emergency Planning Committee (EPC) meetings and will be required to provide input information for updating the Sydenham Station Incident Management Plan (SIMP).

5.21. Fire Life Safety

- (a) The SSJ Contractor must develop a Fire and Life Safety concept of operations during construction and it must be agreed with the Principal and Sydney Trains.
- (b) The SSJ Contractor must obtain approval from the Principal and Sydney Trains before isolating any alarm devices, loops or sprinklers, unless otherwise agreed in a Fire Isolation Process. All isolations will require permits signed by Sydney Trains.

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- (c) The Rail Emergency Response Unit (RERU) is responsible for completing all fire isolations on Sydney Trains dry assets. RERU will attend site to complete any isolations and will not complete any shunt isolations remotely.
- (d) Areas of fire risks such as plant spaces, electrical switch rooms and store areas must be fire separated with an FRL of at least 60/60/60. For higher risk rooms, an FRL of 120/120/120 must be adopted.
- (e) The SSJ Contractor must carry out regular emergency rehearsals/drills at Sydenham Station with their staff, Sydney Trains and emergency services to test the adequacy of the Fire and Life Strategy and Emergency Procedures.

5.22. Chain of Responsibility

- (a) Contractors must have systems in place to ensure compliance with Chain of Responsibility legislation, including the Heavy Vehicle National Law and regulations at all times. All necessary heavy vehicle approvals and permits (e.g. oversize, over mass, etc.), must be obtained from the relevant road manager. Specific Chain of Responsibility requirements are further outlined in the SM PS-ST-221 Sydney Metro Principal Contractor Health and Safety Standard.
- (b) The SSJ Contractor must take account of and incorporate all applicable, relevant or necessary requirements in relation to the chain of responsibility provisions of the Heavy Vehicle National Law in all aspects of the SSJ Contractor's Activities.
- (c) The SSJ Contractor must hold and document the outcomes of formal risk workshops to identify and assess chain of responsibility risks associated with the SSJ Contractor's Activities and develop mitigation strategies. The formal risk workshops must be held at the start of and progressively at all stages and phases throughout the SSJ Contractor's Activities, The Principal's Representative must be invited to attend and allowed to participate in the formal workshops.
- (d) All heavy vehicle movements must be coordinated with the TfNSW CBD Coordination Office.

5.23. Temporary Works

- (a) The SSJ Contractor must:
 - (i) maintain current levels of service of the station and transport interchange during the installation, use and presence of all Temporary Works;
 - (ii) certify and gain approval from relevant Authorities for the design life of Temporary Works and staged works;
 - (iii) prior to commencing delivery, installation or removal of the staged works, submit all Design Documentation, including configuration change information as necessary, to the Principal and Independent Certifier for review and approval in accordance with the Contract;
 - (iv) pay all fees relating to Temporary Works and staged works;

Sydenham Station and Junction (SSJ)

- (v) obtain and keep valid all Authority approvals, configuration change board approvals licenses, permits and the like relating to Temporary Works and staged works; and
- (vi) ensure that all false work and formwork design is undertaken by a competent structural engineer and the designs are certified in accordance with AS 3610 and:
 - A. where there is any risk to existing rail infrastructure from collapse of the false work or formwork, the SSJ Contractor must ensure that the design of the false work or formwork is independently reviewed in accordance with AS 3610;
 - B. after erection of the false work or formwork and prior to commencement of any concrete pour, the SSJ Contractor must ensure that an inspection is carried out by the structural engineer who provided the design and that a written certification from the structural engineer is provided to the Principal stating that the false work or formwork is compliant with the design and is safe for concrete placement to commence; and
 - C. during the concrete pour, the SSJ Contractor must ensure that the false work or formwork is continuously monitored for deflection and stability to ensure there is no risk of collapse. If any deflection or instability is found, the SSJ Contractor must immediately stop the concrete pour.

5.24. Sydney airport flight path

- (a) The SSJ Contractor must address the all potential risks associated with undertaking works in the vicinity of Sydney Airport flight path including the following mitigations:
 - (i) Obstacle Limitation Surface (OLS) permits (where required) to stand and operate cranes and other construction plant (Piling Rigs, etcetera). CASA permits and approvals may include crane marking – red and white striping on top 6 metres of crane jib;
 - (ii) airport lighting requirements (low and high density lighting where required). See lighting in the vicinity of aerodromes (Consultation upon lighting, both temporary and permanent to ensure compliance with regulations relating to lighting in the vicinity of aerodromes);
 - (iii) limitations on the type and use of construction laser equipment in the vicinity of aerodromes (Class 1 type if of the 'invisible beam' type, and Class 1 or Class 2 if emitting visible light.); and
 - (iv) dust management, control and containment (mitigation) methods from dust arising from construction and demolition works undertaken in the vicinity of aerodromes.

6. APPENDICES

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Appendix F1.4 – SCC Combined Service Route Schematic

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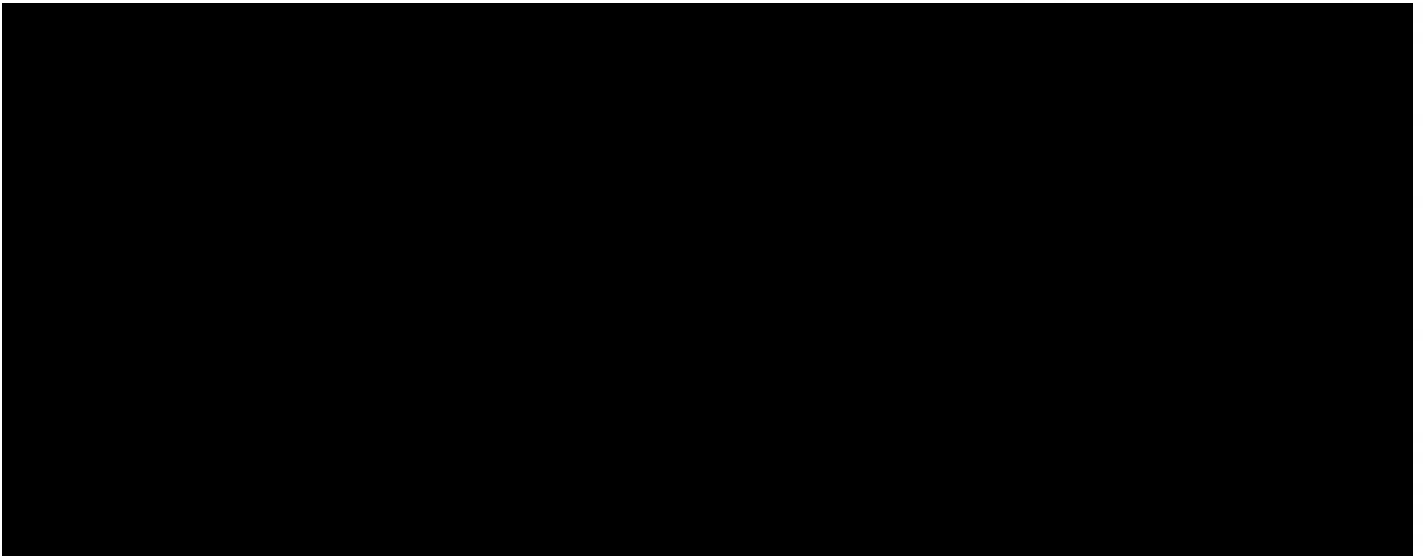
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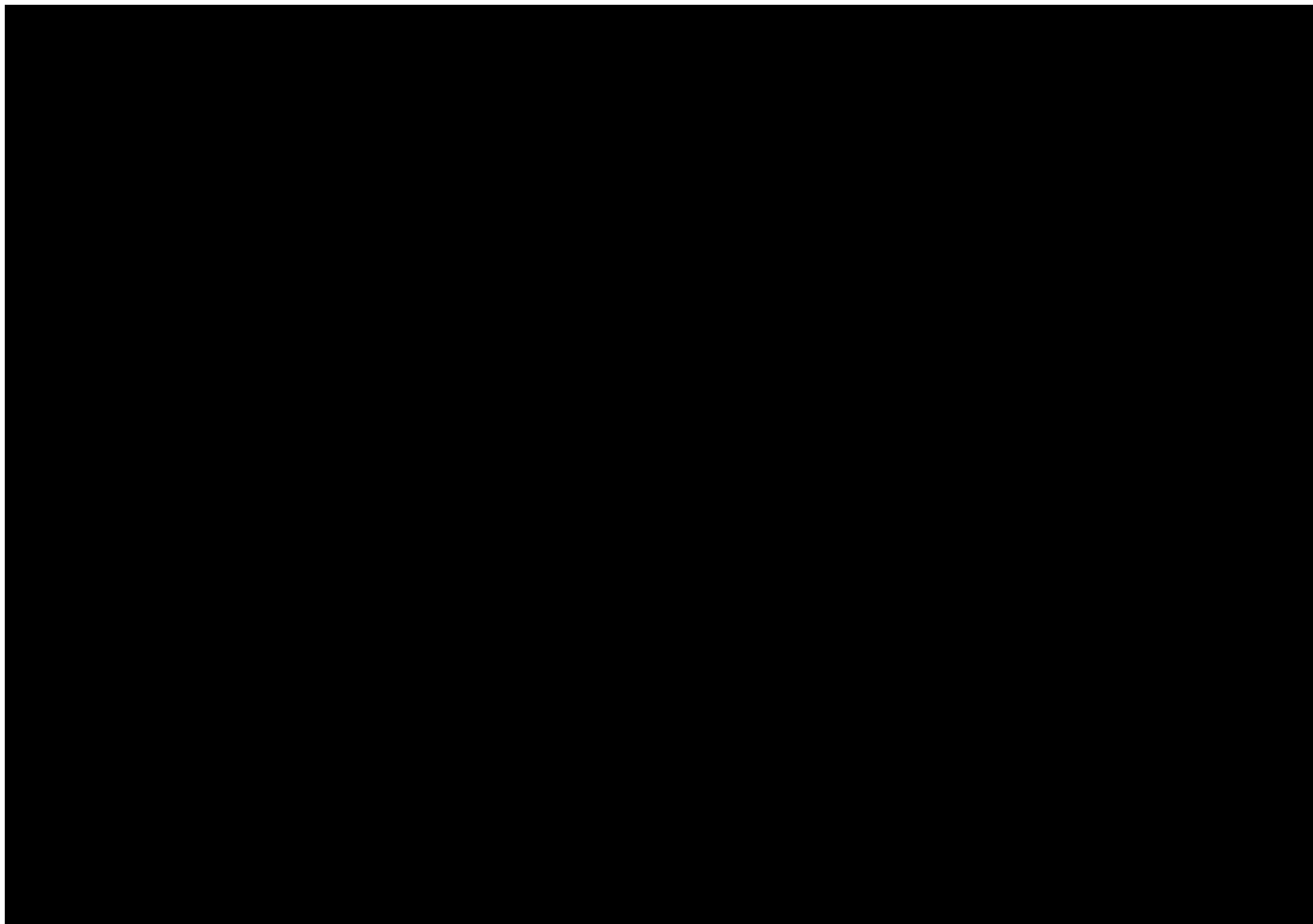
Sydenham Station and Junction (SSJ)

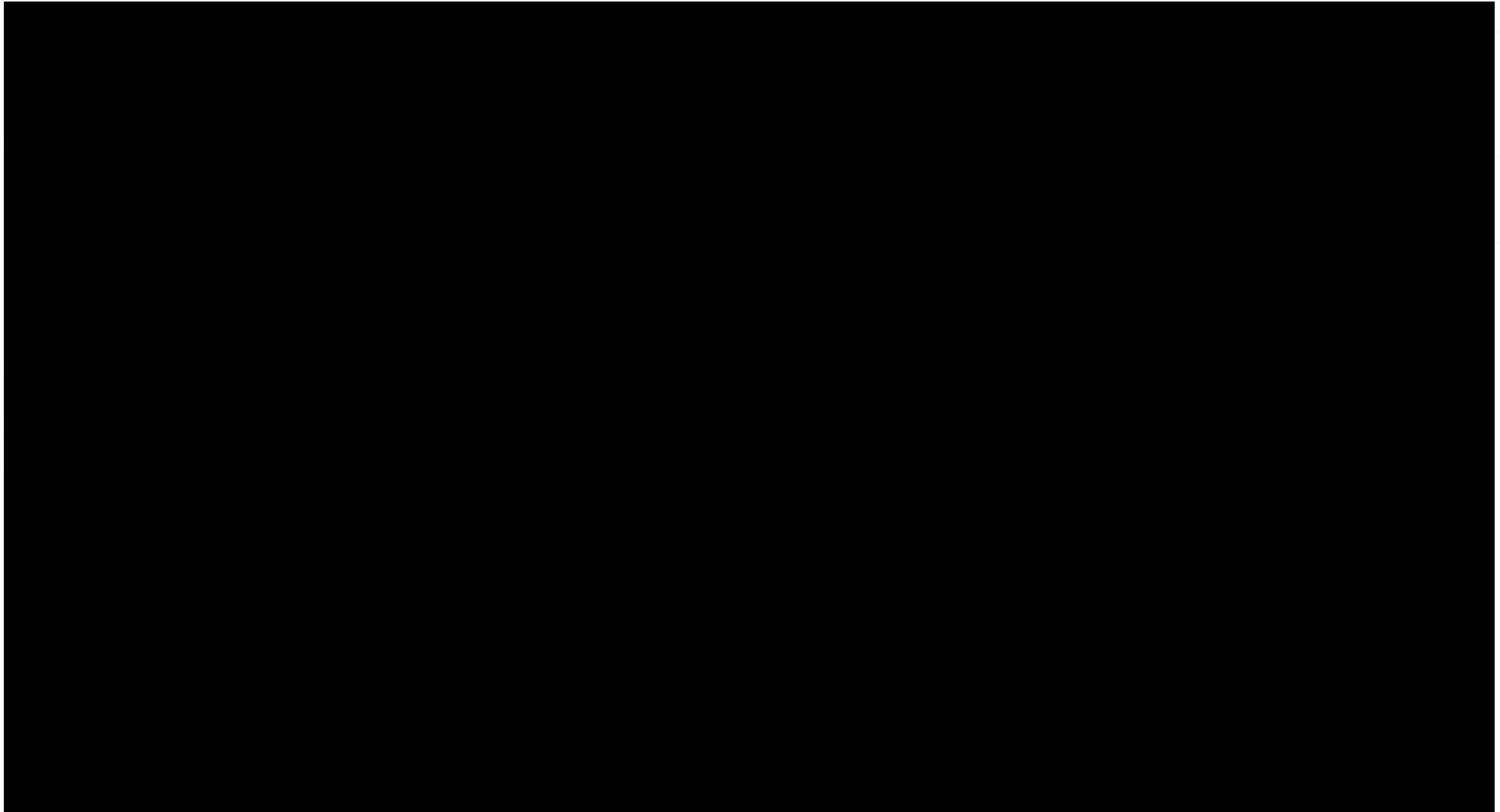
Schedule C1

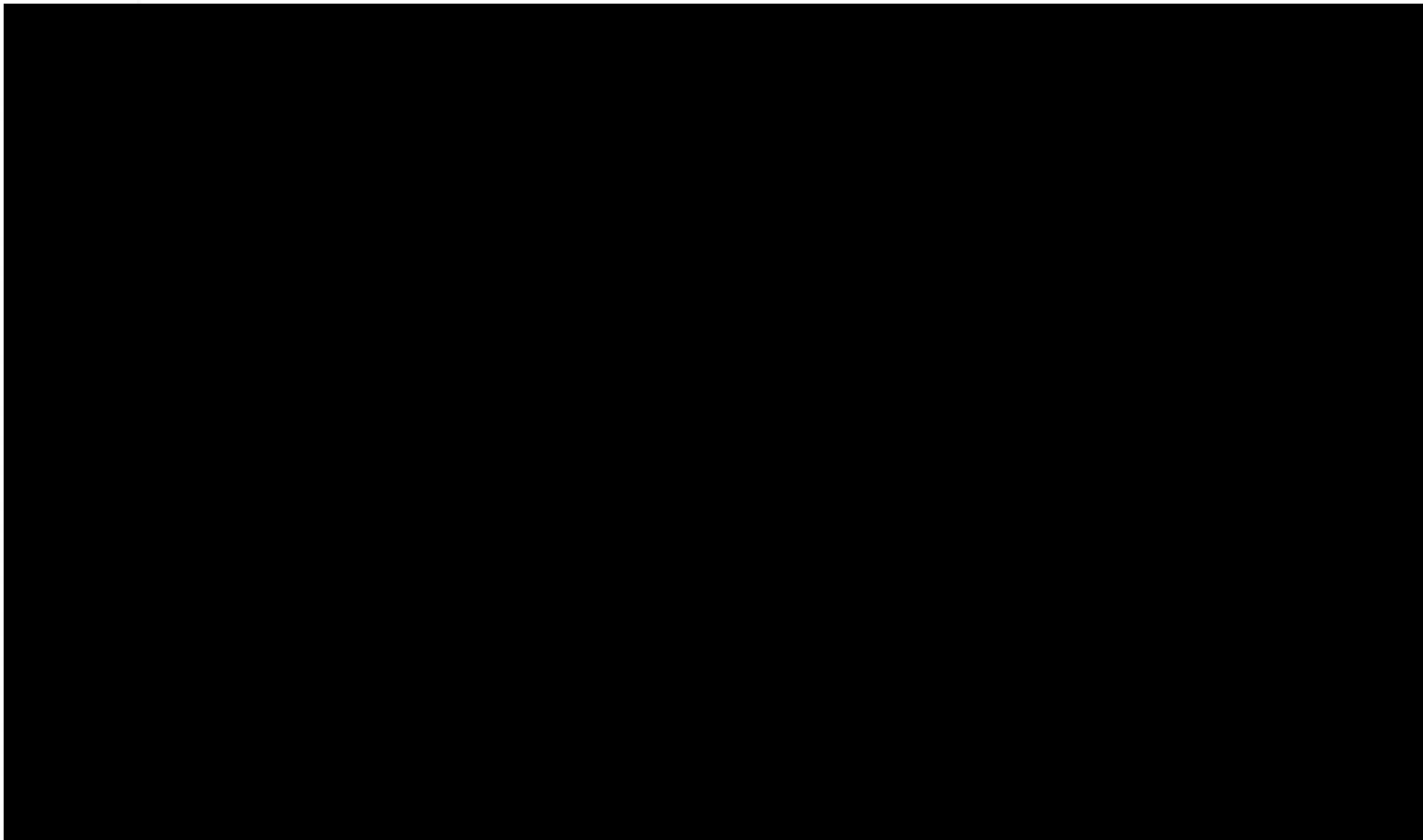
Scope of Works and Technical Criteria
(SWTC)

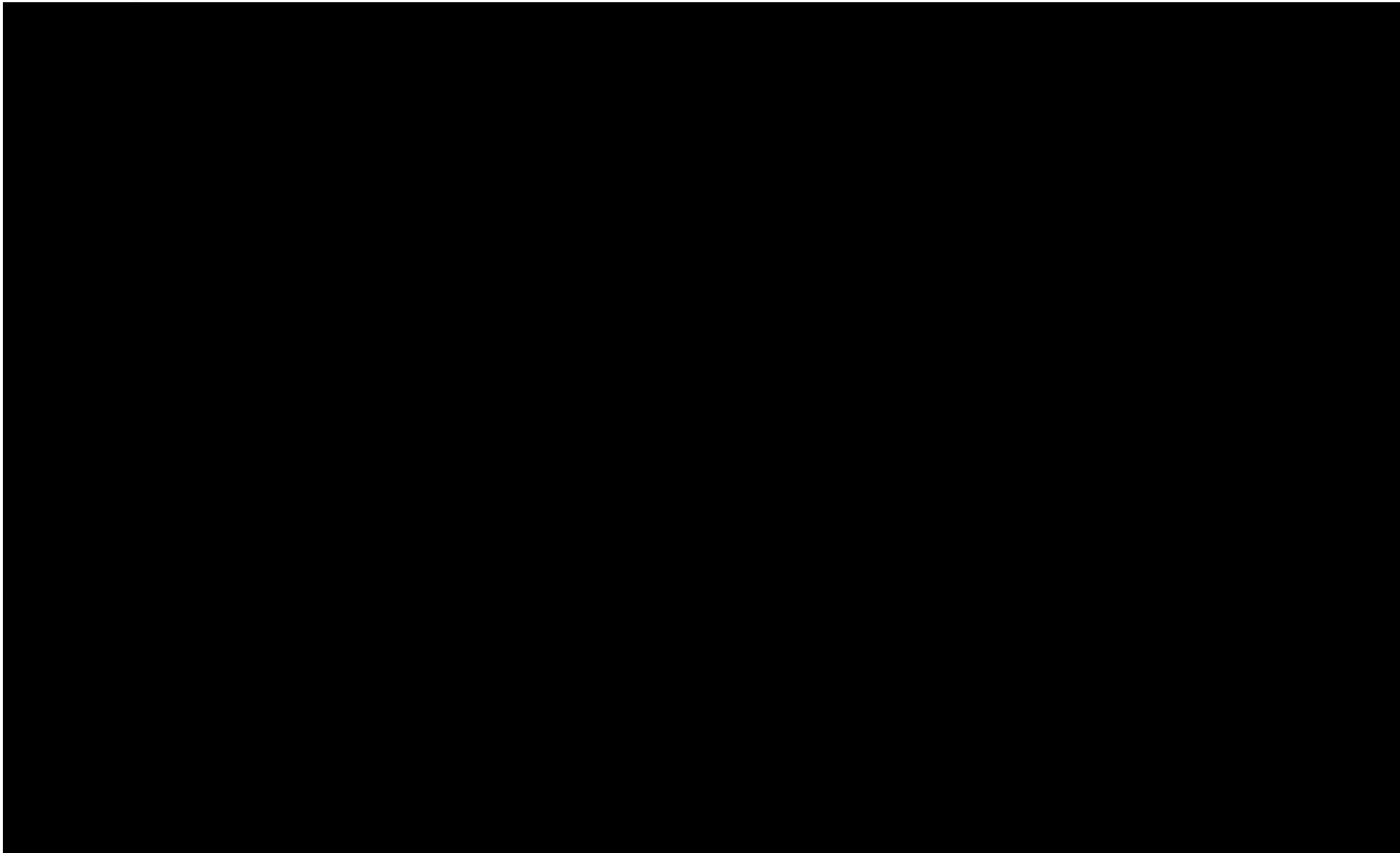
Appendix E4.0 – Interface Schedule – SSC
Contractor

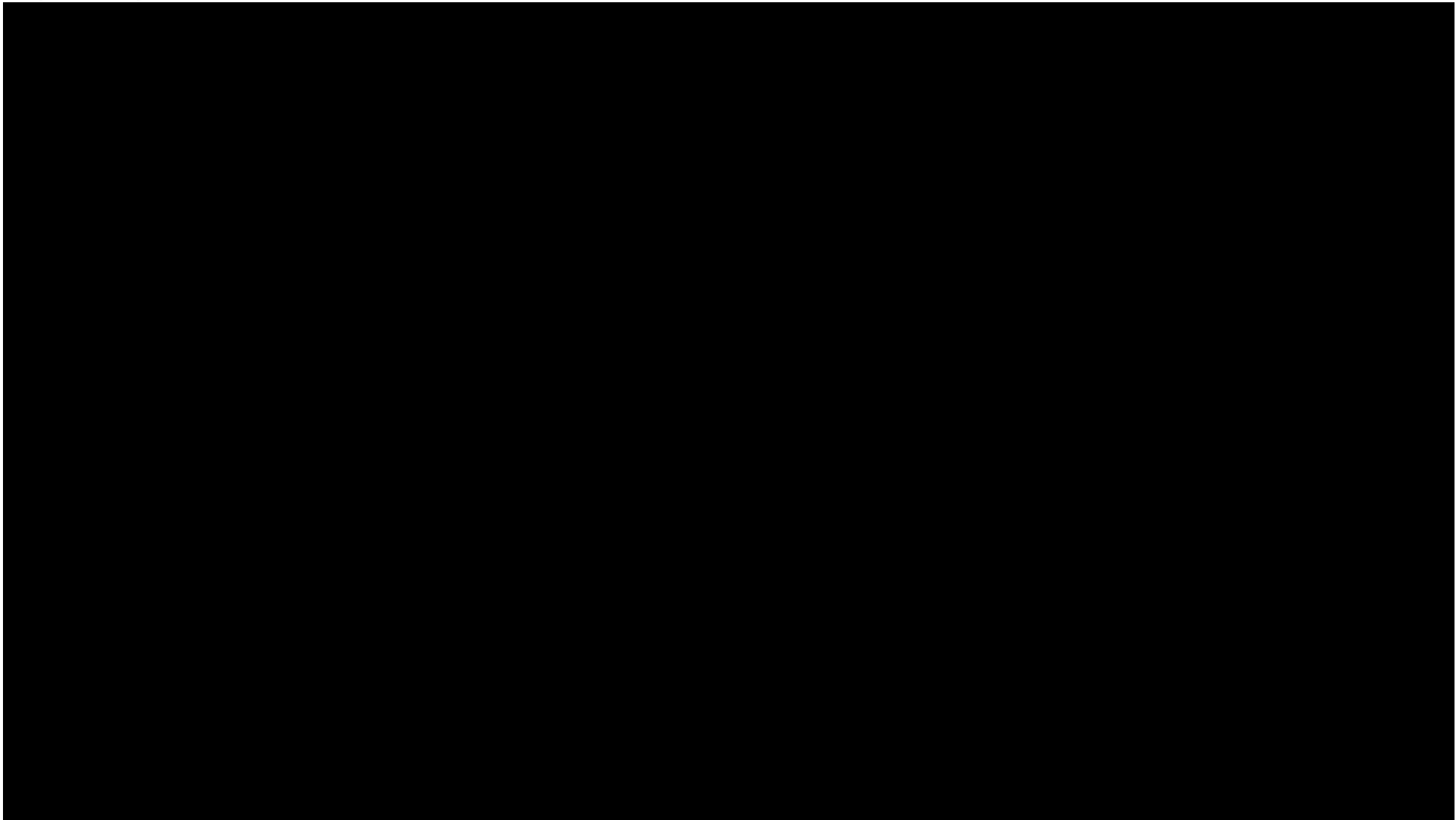


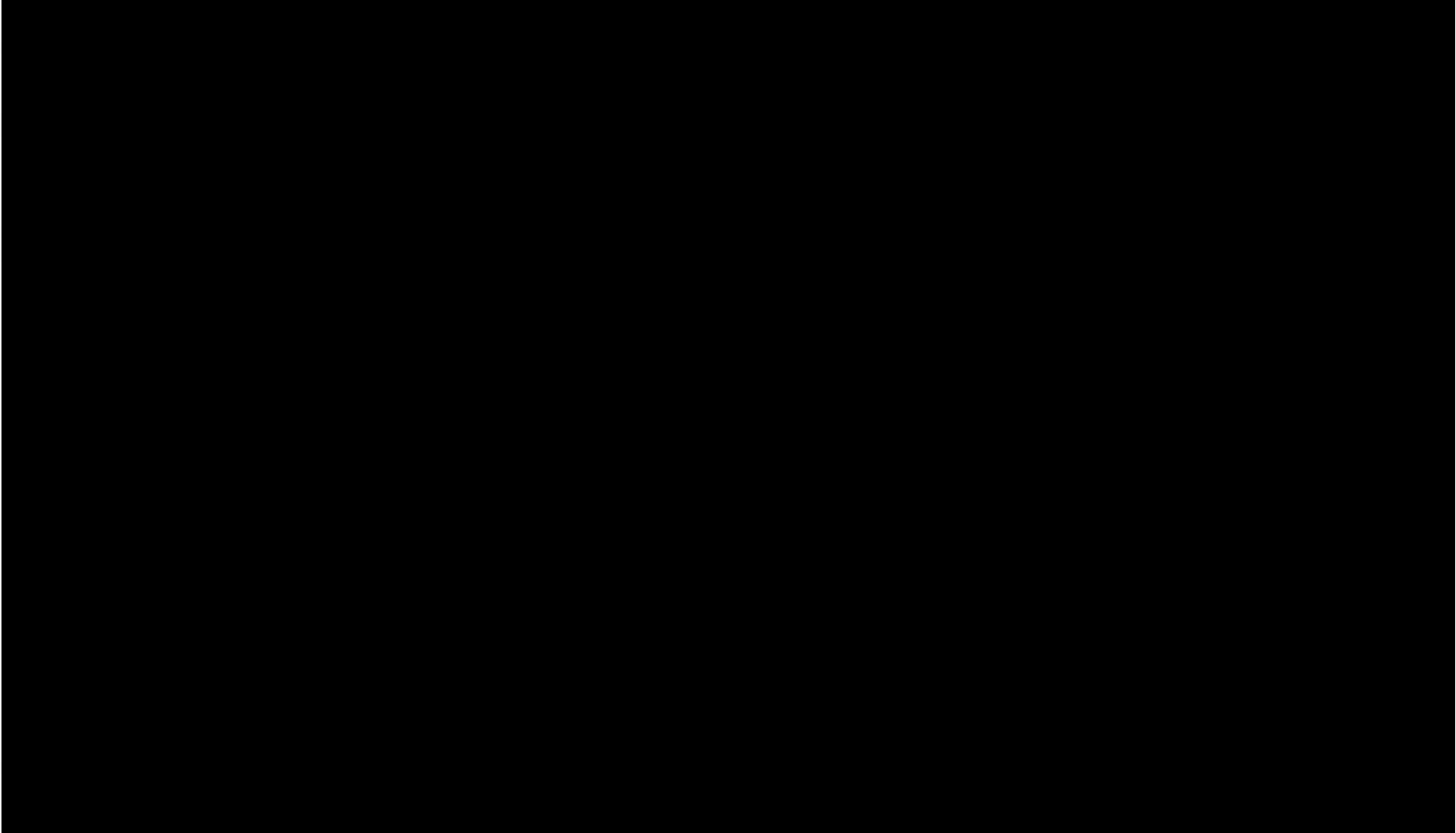


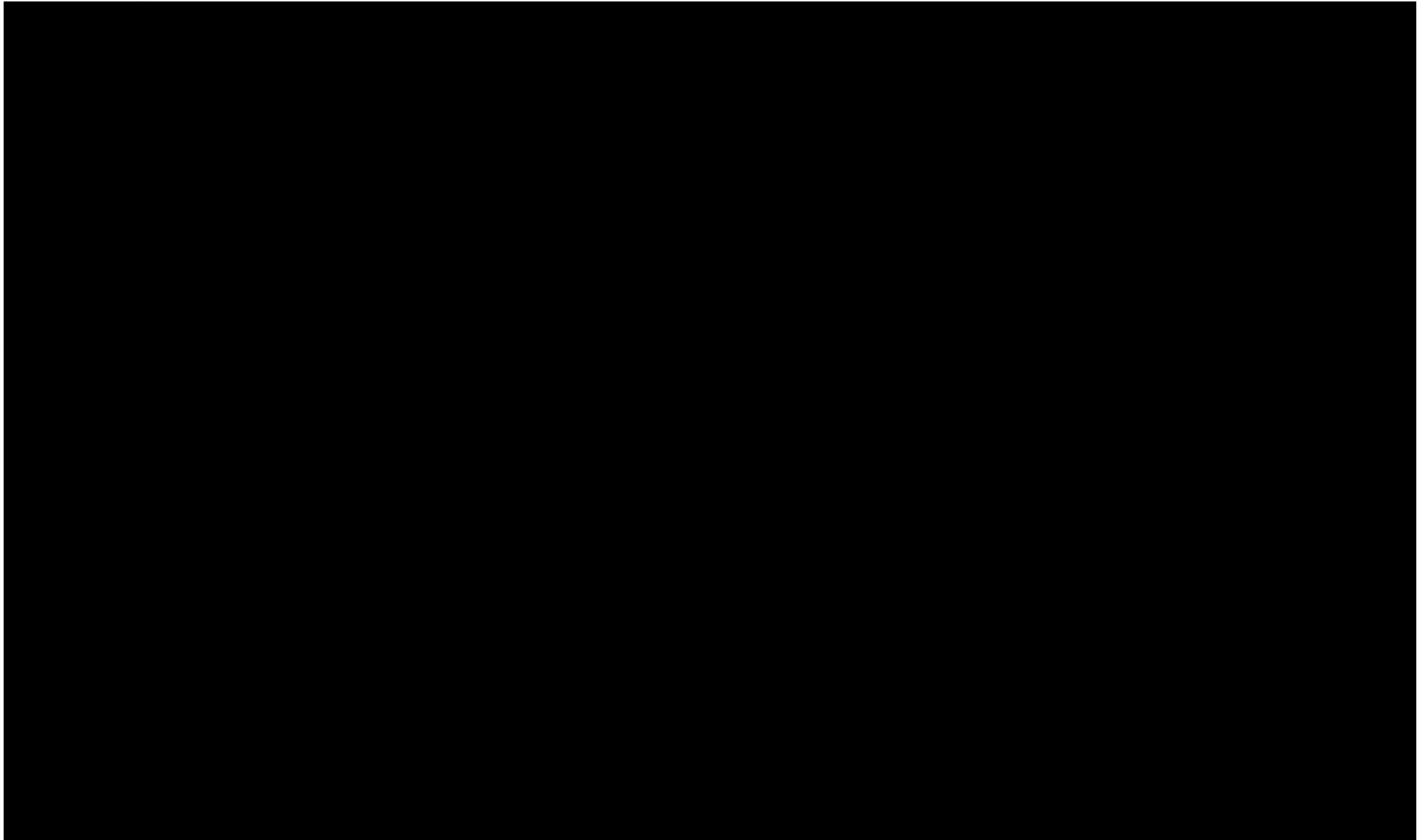


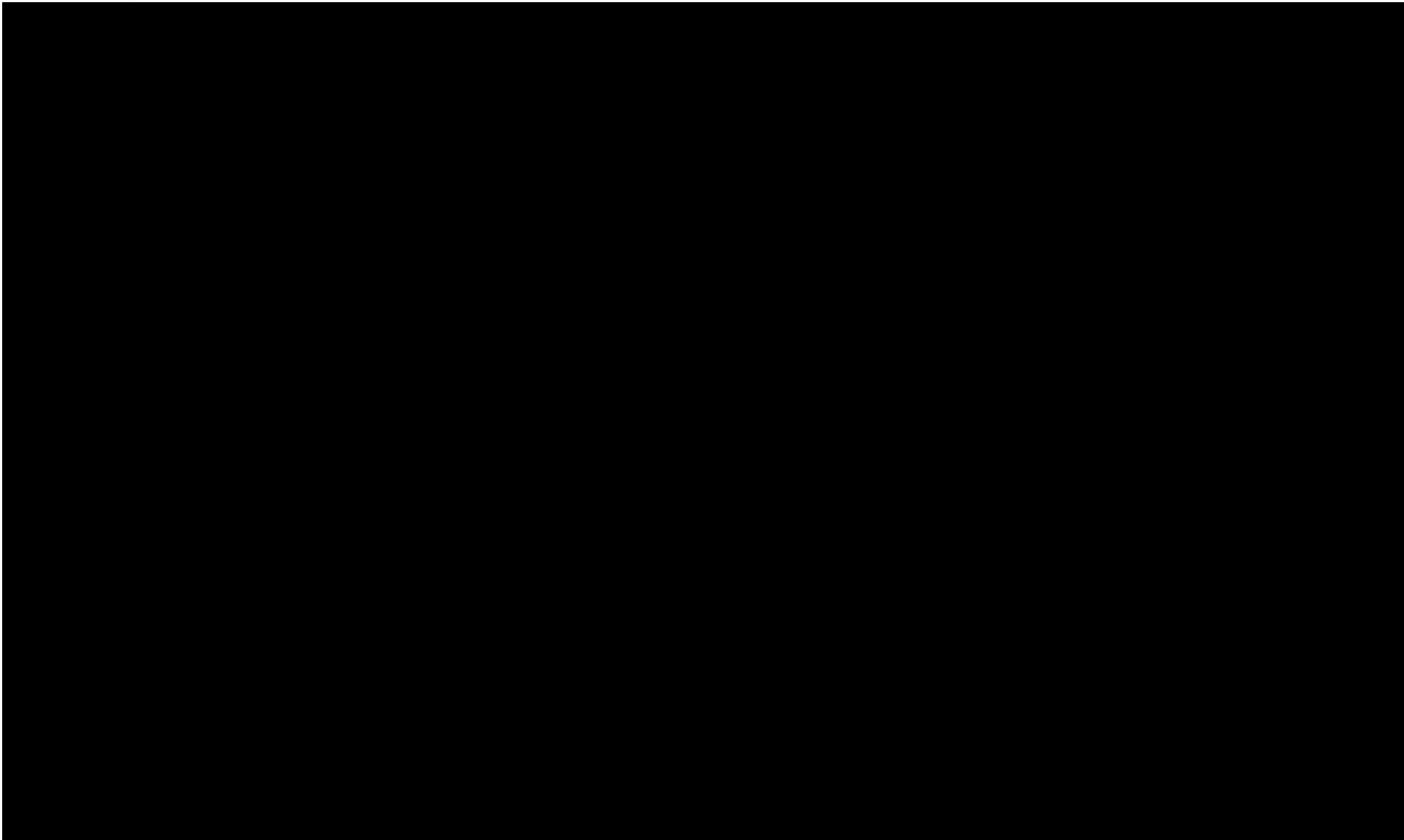


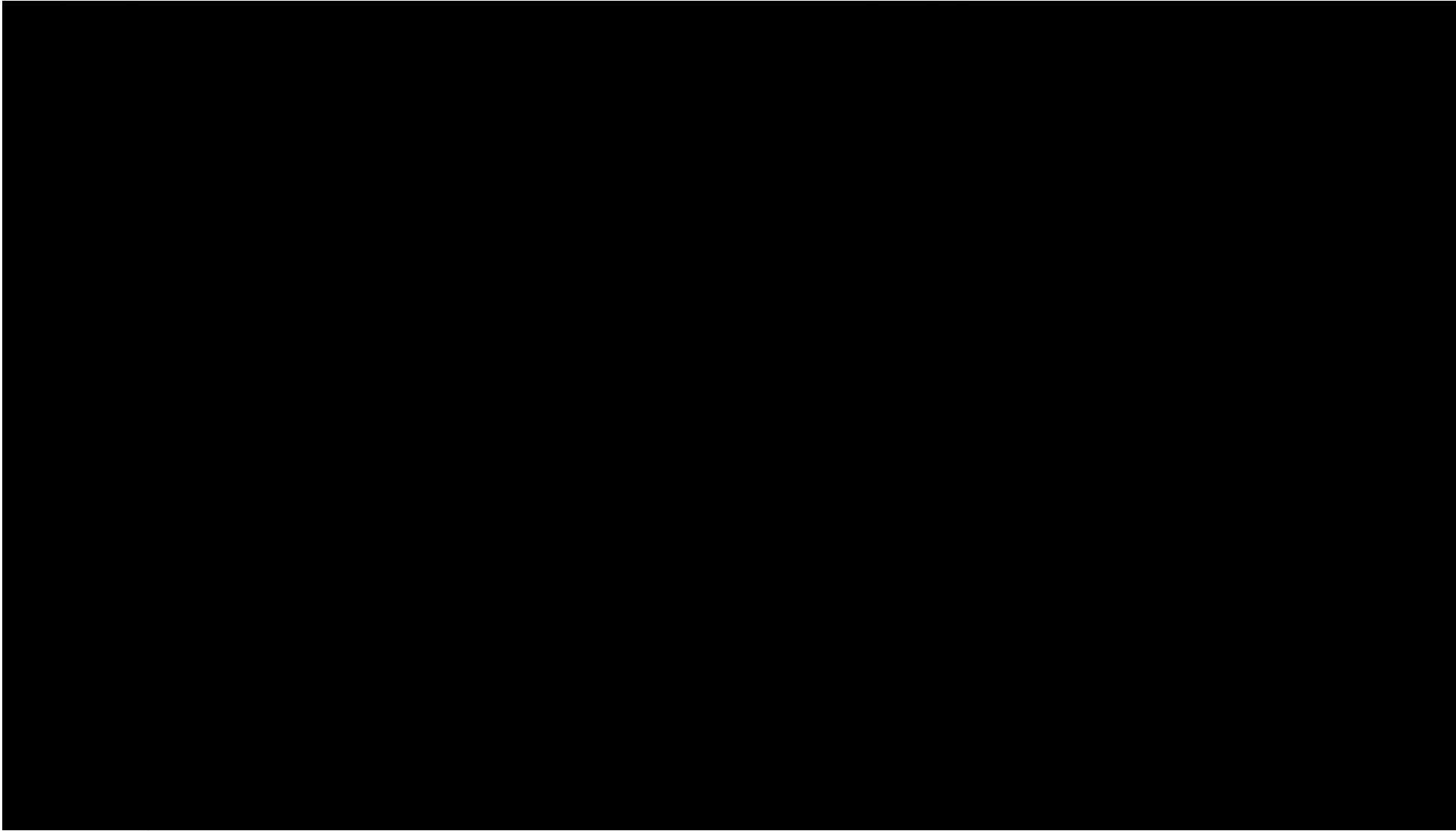














Sydney Metro City & Southwest

Sydenham Station and Junction (SSJ)

Schedule C1

Scope of Works and Technical Criteria
(SWTC)

Appendix F1.0 - Southwest Corridor
Conversion Enabling Works – Scope of Work

PROJECT	Sydenham Station and Junction (SSJ)	DATE	13 December 2018
GROUP	Sydney Metro City & Southwest	STATUS	Final
AUTHOR	Transport for NSW	REVISION	B
COMPANY	Transport for NSW	FILE NUMBER	SMCSWSSJ-SMD-WSS-CT- SCH-000682
FILE NAME	Scope of Works and Technical Criteria - Schedule C1 - Appendix F1.0 - Southwest Corridor Conversion Enabling Works – Scope of Work		

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1 Scope of Works

1.1 Introduction

- (a) The Southwest Corridor Conversion Enabling Works include the design and construction of:
 - (i) a new combined service route (CSR) for Sydney Metro City & Southwest systems from Sydney Metro City & Southwest chainage 6.740 to existing OHWS B12+043, excluding Marrickville, Dulwich Hill, Hurlstone Park, Canterbury and Campsie Station areas, and Dulwich Hill and Canterbury traction substation areas;
 - (ii) partial connections from the CSR to Sydney Metro trackside equipment;
 - (iii) relocation of Sydney Trains signal and communications services clear of the Campsie traction substation site; and
 - (iv) all works required to enable the design and construction of the above items including all necessary investigations.
- (b) The Southwest Corridor Conversion Enabling Works are to be handed over to the Principal for incorporation into the operating Sydney Metro City & Southwest.

1.2 Scope

- (a) The SSJ Contractor must deliver the Southwest Corridor Conversion Enabling Works in accordance with the requirements of the SSJ Contract including but not limited to the General Requirements, Technical Requirements and Construction Requirements contained within the SSJ SWTC;
- (b) The Technical Requirements contained within the SSJ SWTC (including within Appendix B) apply unless modified by SWTC Appendix F section 1.4.
- (c) The Southwest Corridor Conversion Enabling Works are located within and adjacent to the Rail Corridor between the Sydney Metro City & Southwest chainage 6.740 and existing OHWS B12+043.
- (d) The Southwest Corridor Conversion Enabling Works include interfaces with other infrastructure including civil, station, electrical systems, signalling systems, communications systems and control systems required for Interface Contractors and Other Contractors;
- (e) Unless otherwise stated, all chainages and OHW structure numbers throughout this section are existing Sydney Trains references;

1.2.1 Investigation Works

- (a) The scope of the investigation work includes, but is not limited to all site investigations, geotechnical investigations and survey required to undertake the Southwest Corridor Conversion Enabling Works.

1.2.2 Combined Service Route

1.2.2.1 Cable Containment

- (a) The scope of the CSR cable containment includes, but is not limited to containment to support Sydney Metro high voltage, low voltage, signalling and communications cabling.
- (b) The CSR must be provided from the Sydney Metro City & Southwest chainage 6.740 to the existing OHWS B12+043 (CSR main route), excluding the following station and traction substation areas:
- (i) Marrickville Station from chainage B6+426 to B6+755;
 - (ii) Dulwich Hill traction substation chainage B7+297 to 10m city side of B7+410;
 - (iii) Dulwich Hill Station chainage B7+755 to 10m Country side of B8+090;
 - (iv) Hurlstone Park Station from chainage B8+666 to B9+030;
 - (v) Canterbury traction substation B9+553 to B9+712;
 - (vi) Canterbury Station from chainage B9+978 to B10+306; and
 - (vii) Campsie Station from chainage B11+547 to B11+883;
- (c) The CSR must be positioned on one side of the Rail Corridor, generally along the alignment shown on the SCC Civil General Arrangement Drawings.
- (d) The individual service containment must consist of:

- (i) for above ground sections:

Sydney Metro Service	Containment
33kV HV	2 x (200 x 200mm) GST trays
11kV HV	2 x (200 x 200mm) GST trays
LV	1 x (200 x 200mm) GST tray
Signalling	2 x (200 x 200mm) GST trays
Communications	1 x (200 x 200mm) GST tray

- (ii) for ground level sections:

Sydney Metro Service	Containment
33kV HV	2 x (200 x 200mm) GLT trays
11kV HV	2 x (200 x 200mm) GLT trays
LV	1 x (200 x 200mm) GLT tray
Signalling	2 x (200 x 200mm) GLT trays
Communications	1 x (200 x 200mm) GLT tray

(iii) for buried sections:

Sydney Metro Service	Containment
33kV HV	9 x 150mm dia. conduits
11kV HV	4 x 150mm dia. conduits
LV	3 x 100mm dia. conduits
Signalling	3 x 100mm dia. conduits
Communications	3 x 100mm dia. conduits

- (e) The route shall be constructed of above ground GST wherever possible;
- (f) Containment connections from the CSR main route to all Sydney Metro trackside equipment must;
 - (i) be as per the SCC Enabling Works Trackside Equipment Containment Schematic (SCC-EW-SCHM-TE) at locations as per the SCC Enabling Works Trackside Equipment Schedule (SCC-EW-SCHD-TE);
 - (ii) for CSR main route above ground sections, terminate at finished ground level adjacent the CSR main route; and
 - (iii) for CSR main route buried sections, terminate with capped conduits 3m clear of the CSR main route;
 - A. The conduits shall not extend within 3m horizontally from the nearest rail.
- (g) Provide all footings, supports, pits, junction boxes, bracketry, conduits, cable outlet boxes, underground cable routes (incl Under Line Crossings (ULX) and underbores), cable bridges, cable trays, troughing and protection slabs. Undertake all works required to enable the construction of the CSR, including:
 - (i) protection of retained vegetation;
 - (ii) all temporary works and reinstatement, including all activities to allow works to occur near existing assets as per the asset owner's requirements;
 - (iii) clearing, excavation, earthworks and disposal of surplus materials to an approved facility;

- (iv) relocation and/or protection of existing Rail Infrastructure and Non-Rail Utility Services to the asset owner's requirements including:
 - A. Relocation of existing Sydney Trains signalling and communication service routes city and country side of Albermarle Street Overbridge;
- (v) modification of existing drainage; retaining walls;
- (vi) noise wall at Campsie as per drawing CWRLSRT-ACM-WEC-UD-DWG-910050 (Appendix F1.7);
- (vii) Structural upgrades and modifications to bridge elements to facilitate the CSR construction;
- (viii) boundary and segregation fencing where construction of the fence will be precluded by the CSR position;
- (ix) maintenance access road modifications;
- (x) vehicle protection; and
- (xi) relocation and permanent reinstatement of street lighting to council requirements.
- (h) to ensure the CSR does not preclude the construction and maintenance of infrastructure shown on the SCC Civil General Arrangement Drawings including:
 - (i) The proposed high rail access pad between existing OHWS B8+264 and B8+325.
- (i) Demolish and remove existing above ground CSR and service troughs made redundant by the SSJ Contractor's Activities.
- (j) The Southwest Corridor Conversion Enabling Works must comply with the requirements defined on the SCC Enabling Works Combined Service Route Schematic (SCC-EW-SCHM-CSR).

1.2.3 Security Fence

The security fence work includes, but is not limited to:

- (a) the installation of security fence and replacement of existing boundary gates at:
 - (i) Sydney Metro City and Southwest chainage 6.740km to existing OHW structure B6+426 along the MFN Freight Corridor – ARTC boundary;
 - (ii) Dulwich Hill Traction Substation point SOP104 to the existing Albermarle Street Overbridge vertical protection screen;
 - (iii) Sydney Metro City and Southwest Down side chainage 10.000km to Melford Street, including the Melford Street vehicle access gate);
 - (iv) Country Side of the Church St Footbridge, including the vehicle access gate, to Sydney Metro City and Southwest Down side chainage 10.590km;
 - (v) Sydney Metro City and Southwest Down side chainage 10.925km to the Charles St Underbridge;

- (vi) Cooks River Underbridge Country Side abutment to the Wairoa St Underbridge; and
- (vii) Country Side of the Duke Street Footbridge to the existing Campsie oversite development abutment.
- (b) to ensure the security fence does not preclude the efficient construction and maintenance of infrastructure shown on the SCC Civil General Arrangement Drawings; and
- (c) All other works required to enable the construction of the security fence.

1.2.4 Existing Asset Modifications

The existing asset modification work includes:

- (a) Replacement of existing retaining structure at City Side of Ness Ave Underbridge;
- (b) Installation of a new retaining structure, provision of a new handrail and modification of existing access stair at existing Sydney Trains service pit at Sydney Metro CH 9.740km

1.2.5 Cooks River Embankment Stabilisation

- (a) Stabilisation, protection and provision of new retaining walls to existing embankments located between Sydney Metro Chainages (refer to Appendix F1.1);
 - A. RW01 - Down side Ch10.950 to the Cooks River Bridge abutment;
 - B. RW02 - Down side Cooks River Bridge abutment to the Wairoa Street Bridge abutment; and
 - C. RW03 - Down side Wairoa Street Bridge abutment to Ch11.565.
- (b) Replacement of existing abutment retaining walls at Charles Street, Cooks River and Wairoa Street;
- (c) Temporary protection of adjacent Utility Services;
- (d) The existing embankment described in 1.2.5(a) must be stabilised to provide a minimum permanent Factor of Safety of 1.5; and
- (e) Stabilisation of track formation by Interface Contractor.

1.2.6 11kV High Voltage Diversion

- (a) Diversion of the existing Sydney Trains aerial 11kV 687 Feeder from Sydney Metro City & Southwest Down side chainage 10.890km to 11.545km;
- (b) Diversion route to consist of a new cable section between the new HV UGOH poles;
- (c) Commissioning of the new HV diversion route is to be undertaken during a single track possession.

1.2.7 Traction Substation Site Preparation

- (a) The traction substation site preparation work includes:
- (i) relocation of the existing Sydney Trains signal and communications route clear of the Campsie Metro Traction Power Substation areas identified within Drawing NWRLSRT-ACM-WEC-CE-DWG-660263;
 - (ii) installation of a construction access road.

1.3 Defined terms and acronyms

- (a) Defined terms and acronyms which have been defined in clause 1.1 of the General Conditions have the same meaning where used in this SWTC.
- (b) For the purposes of the Southwest Corridor Conversion Enabling Works the defined terms and acronyms in Tables 1 and 2 respectively below have the related meanings set out opposite them unless the context requires otherwise.

Table 1 – Defined Terms

Term	Meaning
Bankstown Line	The existing commuter rail line operated by Sydney Trains between Sydenham to Birrong including all associated Rail Infrastructure.
Bankstown Line Stations	means Marrickville Station, Dulwich Hill Station, Hurlstone Park Station, Canterbury Station, Campsie Station, Belmore Station, Lakemba Station, Wiley Park Station, Punchbowl Station and Bankstown Station.
Campsie Station	The existing railway station to be converted to Campsie Metro Station, located at Campsie, accessible from Beamish St and bounded by North Parade and Lilian Lane.
Canterbury Station	The existing railway station to be converted to Canterbury Metro Station, located at Canterbury, and bounded by Broughton St, Charles St and Canterbury Rd.
Dulwich Hill Station	The existing railway station to be converted to Dulwich Hill Metro Station, located at Dulwich Hill, and bounded by Bedford Cres, Wardell Rd and Wart Lane .
Hurlstone Park Station	The existing railway station to be converted to Hurlstone Park Metro Station, located at Dulwich Hill, and bounded by Crinan St, Duntroon St and Floss St
Marrickville Station	The existing railway station to be converted to Marrickville Metro Station, located at Marrickville, accessible from Illawarra Rd and Station St.

Term	Meaning
Metro Service Building Areas	The area/land indicated within the Southwest System Wide Civil Service Building Drawings, required for the construction of service buildings
SCC Civil General Arrangement Drawings	<p>Drawings,</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-600000</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660101</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660102</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660103</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660104</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660105</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660106</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660107</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660108</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660109</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660110</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660111</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660112</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660113</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660114</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660115</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660116</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660117</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660118</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660119</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660120</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660121</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660122</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660123</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660124</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660125</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660126</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660127</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660128</p> <p>SMCSWSSC-DJV-WSC-CE-DWG-660129</p>

Term	Meaning
	SMCSWSSC-DJV-WSC-CE-DWG-660130 SMCSWSSC-DJV-WSC-CE-DWG-660131 SMCSWSSC-DJV-WSC-CE-DWG-660132 SMCSWSSC-DJV-WSC-CE-DWG-660133 SMCSWSSC-DJV-WSC-CE-DWG-660134 SMCSWSSC-DJV-WSC-CE-DWG-660135 SMCSWSSC-DJV-WSC-CE-DWG-660136 SMCSWSSC-DJV-WSC-CE-DWG-660137
Southwest System Wide Civil Traction Substation Drawings	Drawings, NWRLSRT-ACM-WEC-CE-DWG-660261 NWRLSRT-ACM-WEC-CE-DWG-660262 NWRLSRT-ACM-WEC-CE-DWG-660263
Southwest System Wide Civil Service Building Drawings	Drawings, NWRLSRT-ACM-WEC-CE-DWG-660241 NWRLSRT-ACM-WEC-CE-DWG-660242 NWRLSRT-ACM-WEC-CE-DWG-660243 NWRLSRT-ACM-WEC-CE-DWG-660244 NWRLSRT-ACM-WEC-CE-DWG-660245
Station Designer	Interface Contractor responsible for the design of station works.
Sydney Metro	A metro style railway to be operated between Tallawong in Sydney's Northwest and Bankstown in Sydney's Southwest, via Sydney City.

Table 2 – Acronyms

Term	Meaning
CSR	Combined Services Route
GLT	Ground Level Troughing
SCC	Southwest Corridor Conversion

1.4 Technical Requirements

- (a) The Technical Requirements contained within the SSJ SWTC apply unless modified by the following:

1.4.1 Combined Service Route

1.4.1.1 General

- (a) The SSJ Contractor must design and install the CSR to meet the requirements of the attached drawings and specifications contained in Appendix F1.1 through F1.7;
- (b) The CSR main route and connections must be located within the Project Site;
- (c) The design and construction of the Sydney Metro City & Southwest component of the CSR must comply with all relevant Codes and Standards, including ASA standards except as modified in the SWTC
- (d) The CSR containment must be designed to allow emergency access between the track and boundary gates every 500m, including for the evacuation of passengers from rolling stock or the attendance of emergency services.
- (e) The CSR containment must be designed to allow efficient installation, maintenance and replacement of cables.
- (f) The CSR containment must be designed to allow ongoing maintenance of existing Rail Infrastructure or other assets.
- (g) The CSR design must provide, wherever possible, for Sydney Metro City & Southwest and Sydney Trains assets to be physically segregated to allow cable routes to be independently maintained and for Sydney Trains to access their services without impacting Sydney Metro City & Southwest operations.
- (h) The CSR main route must consist of a single containment array;
- (i) The HV containment must be designed to support the HV cables installed by others.
- (j) The SSJ Contractor must ensure that the Sydney Metro City & Southwest signalling containment in all GST allows signalling cabling to be mounted at the bottom of the GST array, to facilitate transitions to trackside equipment.
- (k) All pedestrian areas of GLT to be Class A,
- (l) All GLT in a vehicle access path and/or subject to traffic to be Class D.
- (m) All GLT covers to be lockable.
- (n) GLT must be detailed so as not to adversely impede overland flows
- (o) Notwithstanding requirements to the contrary in any Codes and Standards, including ASA standards, the separation in the Sydney Metro City & Southwest buried CSR between HV Reticulation and signalling / communications cables must be not less than 500mm;
- (p) The CSR containment must include;

- (i) all associated spatial provision in the civil and structural design, fixtures, fittings, containment earthing, isolation and bonding, all associated transitions for connections as identified in Appendix F1.1 through F1.7 up to and including associated transition pits and provision in these pits for downstream local cable route entry points;
 - (ii) all transitions, pits, cable jointing pits, cable pulling pits, fixings and spatial provision for cable pulling activities and under-track crossings; and
 - (iii) appropriate means integrated in the detailed design for Other Contractors and/or Interface Contractors to fix cable clamping devices;
- (q) Cable pits must be structurally adequate for the construction, operational and maintenance vehicle loadings that the pit will be susceptible to.
- (r) Cable pulling pits must have pulling eyes incorporated in the pit structure.
- (s) Cable pits must be sized to suit:
 - (i) the quantity and size of cables to be installed through the pit;
 - (ii) the installation methodology and requirement of cables, including allowance for future cable installation, without damaging cables;
 - (iii) cable bending radii;
 - (iv) cable pulling devices; and
 - (v) inspection and maintenance access in accordance with relevant standards.
- (t) Cable pits and conduits must:
 - (i) be water free before cables are installed and remain water free after installation;
 - (ii) have all pits drained prior to the installation of services;
 - (iii) have all conduits capped prior to the installation of services and inspected prior to installation of services to ensure any water ingress has drained away;
 - (iv) have appropriate measures designed and implemented to mitigate water ingress or to allow drainage of water from pits subsequent to the installation of services; and
 - (v) include conduit bell mouths.
- (u) All conduits must have non-metallic draw wires installed.
- (v) The CSR must enable cable pulling tensions to not exceed the manufacturers limit during installation.
- (w) The CSR must allow cable bending radii to not exceed the manufacturer's specifications during all stages of installation.
- (x) Where practicable, all CSR in public areas must be embedded or concealed in a manner that:

- (i) ensures that adequate access is permitted for maintenance of the service;
 - (ii) does not diminish the aesthetic appeal of the installation;
 - (iii) does not undermine the integrity of any substrate it is embedded in; and
 - (iv) does not undermine the integrity of any surface it is mounted to.
- (y) The SSJ Contractor must position the CSR to ensure that all power and communications cables and equipment installed by Interface Contractors and/or Other Contractors will not interfere with any existing Sydney Trains systems, including existing signals, data, electrical or telecommunications services
- (z) Where existing Sydney Trains cabling is impacted by the Project Works or Temporary Works, an interim alignment is permissible provided it complies with ASA standards. The SSJ Contractor must provide a final alignment that complies with ASA standards prior to completion of the Works.
- (aa) Cable containment system must be ladder, conduit or enclosed steel GST. GLT is permitted at access crossings.
- (bb) The main CSR, local route and wayside equipment must be clear of future infrastructure associated with the Sydney Metro future 8 car train stopping requirements.
- (cc) All GST covers and cable ladder covers must be banded.
- (dd) all GLT covers must have anti-vandal fixings.

1.4.1.2 Cable maintenance

- (a) The SSJ Contractor must design and construct CSR containment with the following maintenance access:
 - (i) access to a specific HV circuit must not require other HV circuits to be de-energised;
 - (ii) installation of joints must not require dismantling of any other part of the CSR; and
 - (iii) maintenance of the cables can be carried out without the need for Track Possessions except where approved otherwise by the Principal's Representative and built in accordance with ASA standards and relevant Australian Standards.

1.4.2 Security Fence

- (a) Security fencing must:
 - (i) comply with the requirements of ASA T HR CI 12160 ST Boundary Fences- Section 8.5 Security fences;
 - (ii) be at least 500mm from the centreline of the QENOS pipe
 - (iii) meet or exceed BS 1722:2017 "Specification for Anti-intruder fences in chain link and welded mesh",

- (iv) secure and separate the Rail Corridor from the publicly accessible areas by interfacing with structures including bridges abutments, bridge parapet vertical protection (anti-throw) screens, protection screens and Metro Station structures;
 - (v) be a minimum 2400mm high and a maximum 2700mm high unless where an attached GST array requires additional height;
 - (vi) have maximum ground clearance of 80mm from the underside of the bottom rail;
 - (vii) be a close spaced welded mesh fence with an aperture size of 75mm x 8.7mm with wire diameter of minimum of 4mm. The orientation of the mesh must be such that the horizontal mesh aperture (75mm) is larger than the vertical mesh aperture (8.7mm); and
 - (viii) incorporate a shark tooth top plate or approved equivalent;
 - (ix) be powder coated matte black;
 - (x) not obstruct access to, or impede maintenance of ARTC infrastructure;
 - (xi) interface with structures including bridge abutments and Metro Station platforms;
 - (xii) be placed clear of the ballast and OHWS where achievable;
 - (xiii) make suitable provision for maintenance access to drainage, OHWS and other infrastructure;
 - (xiv) not adversely obstruct any signals sighting; and
 - (xv) have footing details must to suit subsurface conditions including coordination with track drainage and other in ground infrastructure and maintenance activities.
- (b) Security fence posts and rails must comply with AS 3679.1 “Structural steel Part 1: Hot-rolled bars and sections” grade 350 or to AS 1163 grade C350 and be placed at 2400mm centres, but may be reduced in location where GST trays are attached.
- (c) Where the security fence delineates residential properties from the Rail Corridor, the existing boundary fence must be retained, and the security fence must be detailed to ensure a maximum clear distance between the top of the existing boundary fence and the new security fence of 150mm. The surface treatment between the existing fence and new security fence shall be maintenance free and the bottom of the fence detailed to prevent the collection of litter or debris.
- (d) Where a security fence clashes with a Sydney Trains asset which will become redundant on conversion of the Bankstown Line to Sydney Metro City & Southwest operation, the SSC Contractor must:
- (i) relocate the Sydney Trains asset; or
 - (ii) construct the security fence with provision for Sydney Trains to access the asset. This may be achieved by not installing a section of the security fence and providing an infill panel, including all fixings etc, to the Principal's

Representative for installation after the Sydney Trains asset is decommissioned.

1.4.2.1 Access gates

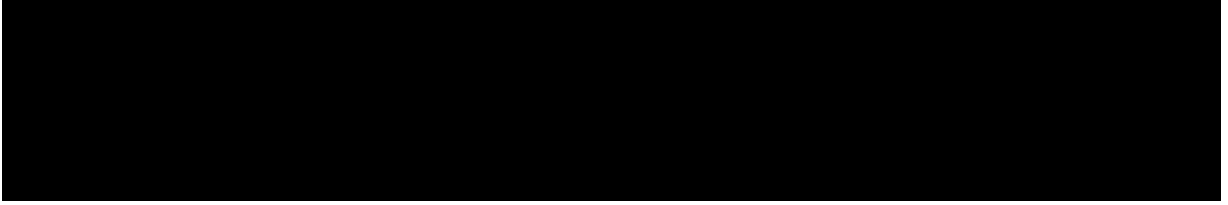
- (a) Vehicle and personnel access gates must:
 - (i) be retained where existing;
 - (ii) be located to provide suitable:
 - A. access for infrastructure and Rail Corridor maintenance; and
 - B. emergency access;
 - (iii) maintain existing Sydney Trains access were required;
 - (iv) include provision for access control equipment as required by Interface Schedules; and

2 Appendices

Appendix F1.1 – SCC Civil General Arrangement Drawings
Appendix F1.2 – Southwest System Wide Civil Traction Substation Drawings
Appendix F1.3 – Southwest System Wide Civil Service Building Drawings
Appendix F1.4 – SCC Combined Service Route Schematic
Appendix F1.5 – SCC Metro Trackside Equipment Containment Schematic
Appendix F1.6 – SCC Metro Trackside Equipment Schedule
Appendix F1.7 – Campsie Noise Wall Drawing

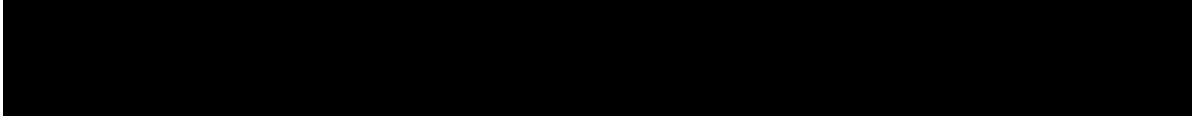
Schedule 8

Amendments to Schedule E1



Schedule 9

Amendments to Schedule E2



Schedule 10

Amendments to Schedule E3

Schedule E3 is amended as set out in the attached mark-up against the form of Schedule E3 included in Schedule 32 of the First SSJ Amendment Deed.

SCHEDULE E3. – PROJECT PLANNING APPROVALS AND CONDITIONS

(Clauses 1.1 and 7.2)

~~Part 1 – Project Planning Approval (Chatswood to Sydenham)~~

1. APPROVALS TO BE OBTAINED BY THE PRINCIPAL

1.1 Existing Approvals

The Project Planning Approval (Chatswood to Sydenham) ~~has been obtained by the Principal.~~

1.2 Future Approvals to be obtained by the Principal

The Project Planning Approval (Sydenham to Bankstown)

The Baseline Conditions for the Project Planning Approval (Sydenham to Bankstown) are included as Attachment 1 to this Schedule E3.

The Revised Mitigation Measures for the Project Planning Approval (Sydenham to Bankstown) are included as Attachment 2 to this Schedule E3 and are part of the Baseline Conditions for the Project Planning Approval (Sydenham to Bankstown).

2. OBLIGATIONS IN RESPECT OF THE PLANNING APPROVALS

The SSJ Contractor must fulfil all the conditions and requirements of the ~~Project Planning Approval (Chatswood to Sydenham) Approvals~~ and Mitigation Measures, as if it were the Principal, except to the extent that this Schedule E3 provides that the Principal will comply with the obligation, condition or requirement or limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement. Nothing specified as being a responsibility of the Principal will relieve the SSJ Contractor from complying with any obligation set out elsewhere in the Contract. The SSJ Contractor may apply to have any part of any of the Approvals or Mitigation Measures listed below modified. The SSJ Contractor acknowledges and agrees that it is solely responsible for any such modification.

Part A The Principal's obligations in respect of Planning Approval (Chatswood to Sydenham)

- (a) In relation to the Conditions of Approval the Principal will:
 - (i) be responsible for A1 to the extent specified in this Part A(a);
 - (ii) be responsible for A2 to the extent specified in Part A(b);
 - (iii) be responsible for A3 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (iv) be responsible for A4;
 - (v) be responsible for A5 and A6 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (vi) be responsible for A7 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, the SSJ Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal;

The Principal will submit the information provided by the SSJ Contractor, to the Secretary;

- (vii) be responsible for A8 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (viii) be responsible for A9 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, the SSJ Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal.

The Principal will submit the information provided by the SSJ Contractor, to the Secretary;

- (ix) be responsible for A10;
- (x) be responsible for A11 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xi) be responsible for A12 to A15, except that the SSJ Contractor must inform the Principal if staging of deliverables is required in addition to that identified in the Staging Report;
- (xii) be responsible for A16 to A20 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xiii) be responsible for A21 to A25;
- (xiv) be responsible for A26 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xv) be responsible for A27 and A28;
- (xvi) be responsible for A29. The Principal will notify the SSJ Contractor of the date of submission to the Secretary and if there is any other timeframe agreed with the Secretary relevant to the Project Works and the SSJ Contractor's Activities;
- (xvii) be responsible for A30, except that the SSJ Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities to enable the Principal to comply with this condition; and
 - (B) participate in any activities necessary under the Compliance Tracking Program;
- (xviii) be responsible for A31, except that the SSJ Contractor must provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities to enable the Principal to comply with A31. The Principal will be the single point of contact with the Secretary and notify the SSJ Contractor any other timeframe relevant to this condition agreed with the Secretary;
- (xix) be responsible for A32, except that the SSJ Contractor must provide the Principal with all the available information, documents, details and data relating to the SSJ Contractor's Activities that support the required compliance reporting under the Compliance Tracking Program;

- (xx) be responsible for A33, except that the SSJ Contractor must provide the Principal with all the available information, documents, details and data relating to the SSJ Contractor's Activities that support the required compliance reporting under the Compliance Tracking Program;
- (xxi) be responsible for A34, except that the SSJ Contractor must provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities to enable the Principal to comply with this condition;
- (xxii) be responsible for A35 and A36;
- (xxiii) be responsible for A37 to A40, except that the SSJ Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities to enable the Principal to comply with A37; and
 - (B) participate in any activities necessary under the Environmental Audit Program.

The Principal will submit the Environmental Audit Program to the Secretary and advise the SSJ Contractor of the date of submission;

- (xxiv) be responsible for A41 to A44, except that the SSJ Contractor must provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities to enable the Principal to comply with these conditions;
- (xxv) be responsible for B1 to the extent that the Principal will prepare and submit for approval an Overarching CCS document. The SSJ Contractor must also prepare its own CCS information in a timely manner to enable to the Principal to review and submit it to the Secretary for approval;
- (xxvi) be responsible for B2 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxvii) be responsible for B3 in relation to all works other than the Project Works and the SSJ Contractor's Activities. The SSJ Contractor must provide its Community Communication Strategy to the Principal and the Principal will submit the SSJ Contractor's Community Communication Strategy to the Secretary for approval and advise the SSJ Contractor when the approval of the Secretary is given;
- (xxviii) be responsible for B4 in relation to all works other than the Project Works and the SSJ Contractor's Activities. The Principal will notify the SSJ Contractor when the approval of the Secretary is given or of any other timeframe agreed with the Secretary;
- (xxix) be responsible for B5 in relation to all works other than the Project Works and the SSJ Contractor's Activities. The SSJ Contractor must comply with this condition in relation to the Project Works and the SSJ Contractor's Activities to the extent that the Overarching CCS and the SSJ Contractor's CCS requires actions to be undertaken by the SSJ Contractor;
- (xxx) be responsible for B6 and B7, except that the SSJ Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities that are required to

prepare the "Complaints Management System" and maintain a complaints register; and

(B) implement the Complaints Management System.

(xxxi) be responsible for B8 to B12;

(xxxii) be responsible for B13, except that the SSJ Contractor must:

(A) provide the Principal and the Community Complaints Commissioner with all information, documents, details and data relating to the SSJ Contractor's Activities in order for the Community Complaints Commissioner to perform its function; and

(B) co-operate with, and respond to the reasonable requirements of, the Community Complaints Commissioner;

(xxxiii) be responsible for B14, except that the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to comply with this condition;

(xxxiv) be responsible for B15, except that the SSJ Contractor must:

(A) establish and maintain a new website, or dedicated pages within an existing website, and comply with condition B15 in relation to the SSJ Contractor's Activities;

(B) agree with the Principal on the extent of documentation to be posted on the SSJ Contractor's website considering privacy and confidentiality in relation to information, documents, details and data provided by the SSJ Contractor;

(C) comply with level AA accessibility requirements in the Web Content Accessibility Guidelines (WCAG 2.0); and

(D) provide TfNSW with all information, documents, details and data relating to the SSJ Contractor's Activities that are required for TfNSW to comply with condition B15;

(xxxv) be responsible for C1 in relation to all works other than the Project Works and the SSJ Contractor's Activities. The SSJ Contractor's CEMP must comply with C2;

(xxxvi) be responsible for C3, except in relation to items referred to in C3(a), (c), (d) and (g). The SSJ Contractor's CEMP sub-plans must comply with C4. The SSJ Contractor must include biodiversity and groundwater aspects in the SSJ Contractor's CEMP in accordance with C2 in relation to the SSJ Contractor's Project Works and the SSJ Contractor's Activities;

(xxxvii) be responsible for C5 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, where an agency(ies) request(s) is not included the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to provide the Secretary with justification as to why;

- (xxxviii) be responsible for C6, except that the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to comply with this condition;
- (xxxix) in relation to C7, submit the endorsed CEMP to Secretary. The Contractor must provide a copy of the CEMP, including the ER's endorsement, to the Principal in a timely manner to enable the Principal to comply with this condition;
- (xl) be responsible for C8 in relation to all works other than the Project Works and the SSJ Contractor's Activities. The Principal will notify the SSJ Contractor when the approval of the Secretary is given;
- (xli) be responsible for C9, except in relation to items referred to in C9(a) and (c). The SSJ Contractor's Construction Monitoring Programs must comply with C10;
- (xlii) be responsible for C11, except that the SSJ Contractor must undertake real time monitoring, review and process the results of the real time monitoring and provide the results to TfNSW, the Acoustics Advisor, the Environmental Representative, and the Environment Protection Authority every month. The SSJ Contractor must also provide access to the real time monitoring data to the Secretary, the Acoustics Advisor and the Environment Protection Authority;
- (xliii) be responsible for C12 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xliv) be responsible for C13 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, the SSJ Contractor must provide a copy of the Construction Monitoring Programs, including the ER's endorsement, to the Principal in a timely manner to enable the Principal to comply with this condition.
- The Principal will notify the SSJ Contractor of the date the Construction Monitoring Programs have been submitted to the Secretary;
- (xlv) be responsible for C14 in relation to all works other than the Project Works and the SSJ Contractor's Activities.
- The Principal will notify the SSJ Contractor when the approval of the Secretary is given for the SSJ Contractor's Construction Monitoring Programs;
- (xlvi) be responsible for C15 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xlvii) be responsible for C16 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, the Principal will submit the Construction Monitoring Reports to the Secretary as required by this condition. The SSJ Contractor must provide copies of the Construction Monitoring Reports to the Principal in a timely manner to enable the Principal to comply with its retained obligation;
- (xlviii) be responsible for C17 in relation to all works other than the Project Works and the SSJ Contractor's Activities;

- (xlix) be responsible for D1 to D14;
- (l) be responsible for E1 to E5 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (li) be responsible for E6, except that the SSJ Contractor must produce a Tree Report for trees impacted or removed by the SSJ Contractor's Activities and make provision for their replacement in accordance with Condition E6. The SSJ Contractor must provide the Tree Report to the Principal in a timely manner to enable the Principal to submit it to the Secretary in compliance with this condition;
- (lii) be responsible for E7;
- (liii) be responsible for E8 to E10 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (liv) be responsible for E11 and E12;
- (lv) be responsible for E13 to E21 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lvi) be responsible for E22;
- (lvii) be responsible for E23 to E26 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lviii) be responsible for E27, except that the Contractor must implement the Principal's Exhumation Management Plan;
- (lix) be responsible for E28 to E31 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lx) be responsible for E32. The SSJ Contractor must implement the strategy in relation to the Project Works and the SSJ Contractor's Activities;
- (lxi) be responsible for E33 to E46 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxii) be responsible for E47 in relation to preparation and submission of the Out of Hours Work Protocol. The SSJ Contractor must comply with the approved Out of Hours Work Protocol. The Out of Hours Work Protocol is contained in Appendix 1 to this Schedule E3;
- (lxiii) be responsible for E48 and E49 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxiv) be responsible for E50 to E52 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In accordance with the Staging Report, E50 to E52 is only applicable to the SSJ stage in the event that blasting activities are to be undertaken;
- (lxv) be responsible for E53 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, if the SSJ Contractor prepares Blast Management Strategy, the SSJ Contractor must submit it to the Principal. The Principal will submit it to the Secretary and notify the SSJ Contractor when it has been submitted. In accordance with the Staging Report, E53 is only

- applicable to the SSJ stage in the event that blasting activities are to be undertaken;
- (lxvi) be responsible for E54 to E56 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In accordance with the Staging Report, E54 to E56 is only applicable to the SSJ stage in the event that blasting activities are to be undertaken;
 - (lxvii) be responsible for E57;
 - (lxviii) be responsible for E58 to E61 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (lxix) be responsible for E62 except that the SSJ Contractor must provide the Principal and the Independent Property Impact Assessment Panel with all information, documents, details and data relating to the Project Works and the SSJ Contractor's Activities in order for the Panel to perform its function. The terms of reference for the Independent Property Impact Assessment Panel are contained in Appendix 2 to this Schedule E3;
 - (lxx) be responsible for E63 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, the SSJ Contractor must submit the results of monitoring to the Principal. The Principal will submit it to the Secretary on request;
 - (lxxi) be responsible for E64, except in relation to items referred to in E64(a), (b), (c) and (e). The SSJ Contractor must provide TfNSW with all information, documents, details and data relating to the SSJ Contractor's Activities for items referred to in E64(d) and (f);
 - (lxxii) be responsible for E65 to E67 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (lxxiii) be responsible for E68 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, if the SSJ Contractor prepares a Site Audit Statement and Site Audit Report, the SSJ Contractor must submit them to the Principal. The Principal will submit them to the Secretary;
 - (lxxiv) be responsible for E69 to E71 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (lxxv) be responsible for E72. The SSJ Contractor must implement the Sustainability Strategy in relation to the Project Works and the SSJ Contractor's Activities. The Sustainability Strategy is contained in Appendix 3 to this Schedule E3;
 - (lxxvi) be responsible for E73 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (lxxvii) be responsible for E74;
 - (lxxviii) be responsible for E75 and E76 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (lxxix) be responsible for E77, except that:

- (A) the SSJ Contractor must provide a representative to attend relevant meetings of the "Traffic and Transport Liaison Group(s)";
 - (B) the SSJ Contractor must provide all relevant information, documents, details and data relating to the SSJ Contractor's Activities to the "Traffic and Transport Liaison Group(s)";
 - (C) the SSJ Contractor must consult with the "Traffic and Transport Liaison Group(s) in preparing the "Construction Traffic Management Plans"; and
 - (D) the SSJ Contractor must implement and comply with any "traffic and transport management measures";
- (lxxx) be responsible for E78 to E80 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxxxi) be responsible for E81. In relation to the Project Works and the SSJ Contractor's Activities the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to comply with this condition. The Principal will submit the CTMF to the Secretary and advise the SSJ Contractor of the date of submission;
- (lxxxii) be responsible for E82 and E83 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxxxiii) be responsible for E84;
- (lxxxiv) be responsible for E85 and E86 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxxxv) be responsible for E86.1;
- (lxxxvi) be responsible for E87 and E88 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxxxvii) be responsible for E89 and E89.1;
- (lxxxviii) be responsible for E90 to E93 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxxxix) be responsible for E94 and E95;
- (xc) be responsible for E95.1, except that the SSJ Contractor is responsible for developing the Interchange Access Plan and/or Station Design and Precinct Plan relevant to the Sydenham Station upgrade and include the following information within:
- (A) a summary of the investigation into opportunities for dedicated cycle connections between Sydenham Station and Marrickville Station;
 - (B) identification of any opportunities for dedicated cycle connections between Sydenham Station and Marrickville Station; and
 - (C) provision for the delivery of any identified opportunities for dedicated cycle connections between Sydenham Station and Marrickville Station;

- (xci) be responsible for E96 and E97 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (xcii) be responsible for E98;
 - (xciii) be responsible for E99 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (xciv) be responsible for E100;
 - (xcv) be responsible for E101 and E102 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (xcvi) be responsible for E103;
 - (xcvii) be responsible for E104 to E108 in relation to all works other than the Project Works and the SSJ Contractor's Activities; and
 - (xcviii) be responsible for E109.
- (b) In relation to the Mitigation Measures the Principal will:
- (i) be responsible for T1 to T6 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (ii) be responsible for T7 in relation to all works other than the Project Works and the SSJ Contractor's Activities and for community education events that allow pedestrians, cyclists or motorists to sit in trucks and understand the visibility restrictions of truck drivers, and for truck drivers to understand the visibility from a bicycle; and a campaign to engage with local schools to educate children about road safety and to encourage visual contact with drivers to ensure they are aware of the presence of children;
 - (iii) be responsible for T8 and T9 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (iv) be responsible for T10 except that the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to comply with this condition in a timely manner to suit the SSJ Contractor's Activities. The SSJ Contractor must provide appropriate wayfinding and Customer information to notify Customers of bus stops relocated as a result of the Project Works or SSJ Contractor's Activities;
 - (v) be responsible for T11;
 - (vi) be responsible for T12 to T14 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (vii) be responsible for T15 to T18;
 - (viii) be responsible for T19 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (ix) be responsible for T20;
 - (x) be responsible for T21 and T22 in relation to all works other than the Project Works and the SSJ Contractor's Activities;

- (xi) be responsible for T23 to T26;
- (xii) be responsible for T27 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xiii) be responsible for T28;
- (xiv) be responsible for OpT1;
- (xv) be responsible for OpT2 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xvi) be responsible for OpT3;
- (xvii) be responsible for OpT4 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xviii) be responsible for OpT5 to OpT7;
- (xix) be responsible for NV1 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xx) be responsible for NV2;
- (xxi) be responsible for NV3 and NV4 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxii) be responsible for NV5;
- (xxiii) in relation to NV6 engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced AA. The Principal will be the single point of contact with the Secretary and notify the SSJ Contractor of any other timeframe relevant to this condition agreed with the Secretary. The Principal will cooperate with the AA in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxiv) be responsible for NV7 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxv) be responsible for NV8 to NV11;
- (xxvi) be responsible for NV12 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxvii) be responsible for OpNV1 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxviii) be responsible for OpNV2;
- (xxix) be responsible for OpNV3 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxx) be responsible for OpNV4 and OpNV5;
- (xxxi) be responsible for LP1;
- (xxxii) be responsible for BI1 to BI3 in relation to all works other than the Project Works and the SSJ Contractor's Activities;

- (xxxiii) be responsible for NAH1 and NAH2 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxxiv) be responsible for NAH3 except for implementing the Exhumation Policy and Guideline in relation to the Project Works and the SSJ Contractor's Activities;
- (xxxv) be responsible for NAH4 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxxvi) be responsible for NAH5 and NAH6;
- (xxxvii) be responsible for NAH7, in relation to all works other than the Project Works and the SSJ Contractor's Activities and to the extent set out in the Contract, especially SWTC Appendix B6;
- (xxxviii) be responsible for NAH8 to NAH10;
- (xxxix) be responsible for NAH11 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xl) be responsible for NAH12 to NAH19;
- (xli) be responsible for NAH20 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xlii) be responsible for NAH21;
- (xliii) be responsible for AH1 and AH2 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xliv) be responsible for AH3;
- (xlv) be responsible for AH4 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xlvi) be responsible for AH5 to AH7;
- (xlvii) be responsible for LV1 to LV6 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xlviii) be responsible for LV7 to LV9;
- (xlix) be responsible for LV10 to LV12 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (l) be responsible for LV13 to LV18;
- (li) be responsible for LV19 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lii) be responsible for GWG1 and GWG2;
- (liii) be responsible for SCW1 to SCW4 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (liv) be responsible for SCW5 to SCW7;
- (lv) be responsible for SO1;

- (lvi) be responsible for SO2 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lvii) be responsible for B1;
- (lviii) be responsible for B2 and B3 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lix) be responsible for B4;
- (lx) be responsible for FH1 to FH3;
- (lxi) be responsible for FH4 to FH10 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxii) be responsible for AQ1 to AQ8 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxiii) be responsible for AQ9;
- (lxiv) be responsible for HR1 to HR3 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxv) be responsible for HR4 and HR5;
- (lxvi) be responsible for WM1 to WM5 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxvii) be responsible for SUS1 to SUS10 in relation to all works other than the Project Works and the SSJ Contractor's Activities; and
- (lxviii) be responsible for CU1 except that the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to comply with this condition.

Part B The Principal's obligations in respect of Planning Approval (Sydenham to Bankstown)

- (a) Terms that have a defined meaning in the Project Planning Approval (Sydenham to Bankstown) have the same meaning where used in this Part B.
- (b) In relation to the conditions in schedule 2 of the Project Planning Approval (Sydenham to Bankstown) the Principal will:
 - (i) be responsible for A7;
 - (ii) in relation to A9, submit the information provided by the SSJ Contractor, to the Secretary. The SSJ Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal;
 - (iii) be responsible for A10 and A11;
 - (iv) be responsible for A12 to A15, except that:
 - (A) the SSJ Contractor must inform the Principal if staging of deliverables is required in addition to that identified in the Staging Report; and

- (B) the SSJ Contractor must carry out the SSJ Contractor's Activities in accordance with the Staging Report;
- (v) in relation to A17, submit the information provided by the SSJ Contractor, to the Secretary. The SSJ Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal;
- (vi) in relation to A22, engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced Environmental Representative (ER). The Principal will be the single point of contact with the Secretary and will provide the SSJ Contractor with the date the submission for approval is made, or notify the SSJ Contractor of any other timeframe relevant to this condition;
- (vii) in relation to A23 to A25, the Principal will notify the SSJ Contractor when the approval of the Secretary is given;
- (viii) be responsible for A26, except that the SSJ Contractor must:
 - (A) provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that could relate to the approved ER's functions and obligations under condition A24; and
 - (B) facilitate any actions necessary for the ER to carry out its functions and obligations under condition A24;
- (ix) be responsible for A28 and A29;
- (x) be responsible for A30 to A32, except that the SSJ Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities to enable the Principal to comply with this condition; and
 - (B) participate in any activities necessary under the Compliance Monitoring and Reporting Program;
- (xi) be responsible for A33
- (xii) be responsible for A34 and A35, except that the SSJ Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities to enable the Principal to comply with conditions A34 and A35; and
 - (B) participate in any activities necessary under the Independent Audit Program; and
 - (C) provide reasonable assistance required to enable the independent audits to be carried out.

The Principal will submit the Independent Audit Program to the Secretary and advise the SSJ Contractor of the date of submission or any other timeframe relevant to conditions A37, A39 and A40;
- (xiii) be responsible for A36 and A37, except that the SSJ Contractor must immediately advise the Principal of any incident and promptly provide the Principal with all the information, documents, details and data relating to the

SSJ Contractor's Activities to enable the Principal to comply with condition A37:

- (xiv) in relation to B1, the Principal will be responsible for preparation of an overarching Community Communication Strategy, which includes low impact activities. The SSJ Contractor must provide its strategy for their Construction activities.
- (xv) in relation to B3 the Principal will be responsible for obtaining approval of an overarching Community Communication Strategy, which includes low impact activities and will advise the Contractor when this document has been approved. The Contractor must provide its Community Communication Strategy to the Principal and the Principal will submit the Contractor's Community Communication Strategy to the Secretary for approval and advise the Contractor when the approval of the Secretary is given; be responsible for B5 and B6, except that the SSJ Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities that are required to prepare the "Complaints Management System";
 - (B) implement the Complaints Management System; and
 - (C) provide reasonable assistance required to enable the mediation system to be implemented.
- (xvi) be responsible for B7, except that the SSJ Contractor must ensure that the telephone number, postal address and email address is placed on site hoarding at each construction site before commencement of Construction (as defined in the Project Planning Approval (Sydenham to Bankstown)) in accordance with this condition;
- (xvii) be responsible for B8 and B9, except that the SSJ Contractor must provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities that are required to maintain a complaints register;
- (xviii) be responsible for B10 to B12, except that the SSJ Contractor must:
 - (A) provide the Principal and the Community Complaints Mediator with all information, documents, details and data relating to the SSJ Contractor's Activities in order for the Community Complaints Mediator to perform its functions; and
 - (B) co-operate with, and respond to the reasonable requirements of, the Community Complaints Mediator;
- (xix) be responsible for B13, except that the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to comply with this condition;
- (xx) be responsible for B14, except that the SSJ Contractor must:
 - (A) establish and maintain a new website, or dedicated pages within an existing website, and comply with condition B14 in relation to the SSJ Contractor's Activities;

- (B) agree with the Principal on the extent of documentation to be posted on the SSJ Contractor's website considering privacy and confidentiality in relation to information, documents, details and data provided by the SSJ Contractor;
- (C) comply with level AA accessibility requirements in the Web Content Accessibility Guidelines (WCAG 2.0); and
- (D) provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required for the Principal to comply with condition B14;
- (xxi) in relation to C2, submit the endorsed CEMP to Secretary. The SSJ Contractor must provide a copy of the CEMP, including the ER's endorsement, to the Principal in a timely manner to enable the Principal to comply with this condition;
- (xxii) in relation to C7, notify the SSJ Contractor when the approval of the Secretary is given;
- (xxiii) in relation to C11, notify the SSJ Contractor of the date the Construction Monitoring Programs have been submitted to the Secretary. The SSJ Contractor must provide a copy of the Construction Monitoring Programs, including the ER's endorsement, to the Principal in a timely manner to enable the Principal to comply with this condition;
- (xxiv) in relation to C14, submit the Construction Monitoring Reports to the Secretary. The SSJ Contractor must provide the Construction Monitoring Reports to the Principal in a timely manner to enable the Principal to comply with its retained obligation;
- (xxv) be responsible for D1 to D5;
- (xxvi) be responsible for E1, except that the SSJ Contractor must provide protection of physical and operational Sydney Trains assets and services during construction;
- (xxvii) be responsible for E5, except that the SSJ Contractor must produce a Tree Report for trees impacted or removed by the SSJ Contractor's Activities and make provision for their replacement in accordance with Condition E6. The SSJ Contractor must provide the Tree Report to the Principal in a timely manner to enable the Principal to submit it to the Secretary in compliance with condition E7;
- (xxviii) be responsible for E12, only to the extent of submitting the Heritage Report and Excavation Directors report to the Secretary. The SSJ Contractor must provide the Reports to the Principal in a timely manner to enable the Principal to comply with its retained obligation;
- (xxix) be responsible for E13 and E14;
- (xxx) be responsible for E15 and E16;
- (xxxi) be responsible for E17, only in relation to operational maintenance work;
- (xxxii) be responsible for E22 in relation to preparation of the Out of Hours Work Protocol only;

- (xxxiii) be responsible for E25 in relation to preparation and submission of the Out of Hours Work Protocol. The SSJ Contractor must comply with the approved Out of Hours Work Protocol.
- (xxxiv) be responsible for E31 to E34;
- (xxxv) be responsible for E35, except that the SSJ Contractor must:
 - (A) provide the Principal and the Independent Property Assessment Panel with all information, documents, details and data relating to the SSJ Contractor's Activities in order for the IPAP to perform its functions; and
 - (B) co-operate with, and respond to the reasonable requirements of the IPAP;
- (xxxvi) be responsible for E37, except in relation to items referred to in E37(a), (b), (c) and (e). The SSJ Contractor must provide the Principal with all information, documents, details and data relating to Contractor's Activities for items referred to in E37(d) and (f);
- (xxxvii) be responsible for E43, except that the SSJ Contractor must:
 - (A) provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities in order for the Principal to prepare and implement the Sustainability Strategy; and
 - (B) implement the Sustainability Strategy referred to in condition E43 to the extent it relates to the SSJ Contractor's Activities;
- (xxxviii) be responsible for E44, only to the extent of annually during operation;
- (xxxix) be responsible for E45;
- (xl) be responsible for E46, except that the SSJ Contractor must:
 - (A) provide a representative to attend relevant meetings of the Traffic and Transport Liaison Group(s);
 - (B) provide all relevant information, documents, details and data relating to the SSJ Contractor's Activities to the Traffic and Transport Liaison Group(s);
 - (C) consult with the Traffic and Transport Liaison Group(s) in preparing the Construction Traffic Management Plans; and
 - (D) implement and comply with any traffic and transport management measures;
- (xli) be responsible for E47, only to the extent of submitting the Construction Traffic Management Plans to the Secretary. The SSJ Contractor must provide the Plans to the Principal in a timely manner to enable the Principal to comply with its retained obligation;
- (xlii) be responsible for E48;
- (xliii) be responsible for E53, except the SSJ Contractor must consider the outputs of this strategy during their design;

- (xlv) be responsible for E54, to the extent of operation only.
- (xlv) be responsible for E55 to E68;
- (xlv) be responsible for E71, only to the extent of submitting the Utilities Management Strategy to the Secretary. The SSJ Contractor must provide the Strategy to the Principal in a timely manner to enable the Principal to comply with its retained obligation.
- (c) In relation to the Revised Environmental Mitigation Measures the Principal will:
 - (i) Be responsible for TC1 and TC2;
 - (ii) be responsible for TC6 except that the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to comply with this condition;
 - (iii) be responsible for TO1 and TO2;
 - (iv) be responsible for TC9 and TC10;
 - (v) be responsible for TO3 to TO5;
 - (vi) be responsible for NV01 to NV03;
 - (vii) be responsible for NVC15 except that the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to comply with this condition;
 - (viii) be responsible for NVC16;
 - (ix) be responsible for NAH1 to NAH11;
 - (x) be responsible for NAH21 and NAH22;
 - (xi) be responsible for AH4;
 - (xii) be responsible for LU1 To LU3;
 - (xiii) be responsible for BI2;
 - (xiv) be responsible for LV1 to LV3;
 - (xv) be responsible for LV6 to LV19;
 - (xvi) be responsible for FHW2;
 - (xvii) be responsible for FHW11;
 - (xviii) be responsible for SCC9 to SCC12; and
 - (xix) be responsible for HRS2;
 - (xx) be responsible for CI1, to the extent of being the single point of contact with DP&E if consultation is required.

Attachment 1 – Baseline Conditions (Project Planning Approval – Sydenham to Bankstown)

The following Minister's conditions of approval are the Baseline Conditions for the Project Planning Approval (Sydenham to Bankstown) and are subject to clause 7.9 of the SSJ Contract:

<u>MCoA</u>	<u>Condition</u>
<u>A1</u>	<p><u>The CSSI may only be carried out in accordance with the terms of this approval and generally in accordance with the description of the CSSI in the:</u></p> <p><u>(a) Sydney Metro City & Southwest Sydenham to Bankstown Environmental Impact Statement – Volumes 1A-C and 2–6 (the EIS);</u></p> <p><u>(b) as modified by the Sydney Metro City & Southwest Sydenham to Bankstown Submissions and Preferred Infrastructure Report – Volumes 1, 2A-F and 3 G-J (the SPIR); and</u></p> <p><u>(c) the Sydney Metro City & Southwest Sydenham to Bankstown Submissions Report (the SR).</u></p>
<u>A2</u>	<p><u>The CSSI must be carried out in accordance with all procedures, commitments, preventative actions, performance criteria and mitigation measures set out in the documents listed in Condition A1 unless otherwise specified in, or required under, this approval.</u></p>
<u>A3</u>	<p><u>In the event of an inconsistency between the documents listed in Condition A1, or any other document required under this approval, and a term of this approval, the term of this approval prevails to the extent of the inconsistency.</u></p> <p><u>Note: For the purpose of this condition, there will be an inconsistency between a term of this approval and any document if it is not possible to comply with both the term and the document.</u></p>
<u>A4</u>	<p><u>The Proponent must comply with all written requirements or directions of the Planning Secretary, in relation to:</u></p> <p><u>(a) the environmental performance of the CSSI;</u></p> <p><u>(b) any document or correspondence in relation to the CSSI;</u></p> <p><u>(c) any notification given to the Planning Secretary under the terms of this approval;</u></p> <p><u>(d) any audit of the Construction or Operation of the CSSI;</u></p> <p><u>(e) the terms of this approval and compliance with the terms of this approval (including anything required to be done under this approval); and</u></p> <p><u>(f) the carrying out of any additional monitoring or mitigation measures.</u></p>

A5	<p><u>Where the terms of this approval require a document or monitoring program to be prepared or a review to be undertaken in consultation with identified parties, evidence of the consultation undertaken must be submitted to the Planning Secretary with the document. The evidence must include:</u></p> <p><u>(a) documentation of the engagement with the party(s) identified in the condition of approval that has occurred before submitting the document for approval;</u></p> <p><u>(b) log of the points of engagement or attempted engagement with the identified party(s) and a summary of the issues raised by them;</u></p> <p><u>(c) documentation of the follow-up with the identified party(s) where feedback has not been provided to confirm that they have none or have failed to provide feedback after repeated requests;</u></p> <p><u>(d) outline of the issues raised by the identified party(s) and how they have been addressed; and</u></p> <p><u>(e) a description of the outstanding issues raised by the identified party(s) and the reasons why they have not been addressed.</u></p>
A6	<p><u>In the event that there are differing interpretations of the terms of this approval, including in relation to a condition of this approval, the Planning Secretary's interpretation is final.</u></p>
A7	<p><u>This approval lapses five (5) years after the date on which it is granted, unless Work for the purpose of the CSSI is physically commenced on or before that date.</u></p>
A8	<p><u>References in the terms of this approval to any guideline, protocol, Australian Standard or policy are to such guidelines, protocols, Standards or policies in the form they are in as at the date of this approval.</u></p>
A9	<p><u>Any document that must be submitted within a timeframe specified in or under the conditions of this approval may be submitted within a later timeframe agreed with the Planning Secretary. This condition does not apply to the immediate written notification required in respect to an incident under Condition A36.</u></p>
A10	<p><u>The Proponent may update corresponding strategies, plans, procedures, panels, systems, protocols and programs prepared to meet the requirements of CSSI Approval SSI 7400 for the purposes of meeting the requirements of the CSSI consistent with this approval.</u></p> <p><u>Where a strategy, plan, procedure, panel, system protocol or program in SSI 7400 has been updated and remains consistent with that prepared for SSI 7400 and meets the requirements of this approval, the updated version must be submitted to the Planning Secretary for information.</u></p> <p><u>Where the update is inconsistent with the prepared document for SSI 7400, the approval for the document must be sought in accordance with the requirements of this instrument, if required.</u></p>

A11	<p><u>Notwithstanding Condition A10, where the following have been approved by the Planning Secretary for the purpose of SSI 7400, further approval is not required for the CSSI where the same individual/company/document is nominated:</u></p> <p><u>(a) Environmental Representative;</u> <u>(b) Community Complaints Mediator;</u> <u>(c) Community Communication Strategy;</u> <u>(d) Out-of-Hours Work Protocol;</u> <u>(e) Construction Environmental Management Framework;</u> <u>(f) Independent Property Impact Assessment Panel;</u> <u>(g) Small Business Owners' Support Program; or</u> <u>(h) Design Review Panel.</u></p> <p><u>The Proponent must notify the Planning Secretary of any such appointment of an individual/company or application of a document consistent with the requirements of the corresponding condition in SSI 7400.</u></p>
A12	<p><u>The CSSI may be constructed and operated in stages. Where staged Construction or Operation is proposed, a Staging Report (for either or both Construction and Operation as the case may be) must be prepared and submitted to the Planning Secretary for information. The Staging Report must be submitted to the Planning Secretary no later than one (1) month before the commencement of Construction of the first of the proposed stages of Construction (or if only staged Operation is proposed, one (1) month before the commencement of Operation of the first of the proposed stages of Operation).</u></p>
A13	<p><u>The Staging Report must:</u></p> <p><u>(a) if staged Construction is proposed, set out how the Construction of the whole of the CSSI will be staged, including details of Work and other activities to be carried out in each stage and the general timing of when Construction of each stage will commence and finish;</u> <u>(b) if staged Operation is proposed, set out how the Operation of the whole of the CSSI will be staged, including details of Work and other activities to be carried out in each stage and the general timing of when Operation of each stage will commence;</u> <u>(c) specify the relevant conditions of approval that apply to each stage and how compliance with conditions will be achieved across and between each of the stages of the CSSI; and</u> <u>(d) set out mechanisms for managing any cumulative impacts arising from the proposed staging.</u></p>
A14	<p><u>The CSSI must be staged in accordance with the Staging Report, as submitted to the Planning Secretary.</u></p>
A15	<p><u>Where staging is proposed, the terms of this approval that apply or are relevant to the Work or activities to be carried out in a specific stage must be complied with at the relevant time for that stage.</u></p>

A16	<p><u>Ancillary facilities that are not identified by description and location in the documents listed Condition A1 can only be established and used in each case if:</u></p> <p><u>(a) they are located within the Construction boundary of the CSSI; and</u> <u>(b) they are not located next to a sensitive receiver (including access roads) (unless landowners and occupiers have accepted in writing the carrying out of the relevant facility in the proposed location); and</u> <u>(c) they have no impacts on heritage items (including areas of archaeological sensitivity), and threatened species, populations or ecological communities beyond the impacts approved under the terms of this approval; and</u> <u>(d) the establishment and use of the facility can be carried out and managed within the outcomes set out in the terms of this approval, including in relation to environmental, social and economic impacts.</u></p>
A17	<p><u>Ancillary facilities that are not identified by description and location in the documents listed in Condition A1 and do not meet the requirements of Condition A16, can only be established and used with the approval of the Planning Secretary except where they are located within the rail corridor, in which case they may be endorsed by the ER. A review of environmental impacts must be submitted with the request for Planning Secretary's approval or ER's endorsement.</u></p>
A18	<p><u>The use of an ancillary facility for Construction must not commence until the CEMP required by Condition C1, relevant CEMP Sub-plans required by Condition C3 and relevant Construction Monitoring Programs required by Condition C8 have been approved by the Planning Secretary.</u></p>
A19	<p><u>Lunch sheds, office sheds, portable toilet facilities, and the like, that are not identified as an ancillary facility in the in the documents listed Condition A1, can be established where they satisfy the following criteria:</u></p> <p><u>(a) are located within the Construction boundary; and</u> <u>(b) have been assessed by the ER to have -</u> <u>(i) minor amenity impacts to surrounding residences and businesses, after consideration of matters such as compliance with the Interim Construction Noise Guideline (DECC, 2009), traffic and access impacts, dust and odour impacts, and visual (including light spill) impacts, and</u> <u>(ii) minor environmental impact with respect to waste management and flooding, and</u> <u>(iii) no impacts on biodiversity, soil and water, and heritage items beyond those already approved under other terms of this approval.</u></p>
A20	<p><u>Boundary screening must be erected around all ancillary facilities that are adjacent to sensitive receivers for the duration of Construction of the CSSI unless otherwise agreed with relevant council(s), and affected residents, business operators or landowners.</u></p>
A21	<p><u>Boundary screening required under Condition A20 of this approval must minimise visual, noise and air quality impacts on adjacent sensitive receivers.</u></p>
A22	<p><u>Work must not commence until an ER has been approved by the Planning Secretary and engaged by the Proponent.</u></p>
A23	<p><u>The Planning Secretary's approval of an ER must be sought no later than one (1) month before the commencement of Work.</u></p>

A24	<u>The proposed ER must be a suitably qualified and experienced person who was not involved in the preparation of the EIS, SPIR or Submissions Report and is independent from the design and construction personnel for the CSSI and those involved in the delivery of it.</u>
A25	<u>The Proponent may engage more than one ER for the CSSI, in which case the functions to be exercised by an ER under the terms of this approval may be carried out by any ER that is approved by the Planning Secretary for the purposes of the CSSI.</u>
A26	<p><u>A25 For the duration of the Work until the commencement of Operation, or as agreed with the Planning Secretary, the approved ER must:</u></p> <p><u>(a) receive and respond to communication from the Planning Secretary in relation to the environmental performance of the CSSI;</u></p> <p><u>(b) consider and inform the Planning Secretary on matters specified in the terms of this approval;</u></p> <p><u>(c) consider and recommend to the Proponent any improvements that may be made to work practices to avoid or minimise adverse impact to the environment and to the community;</u></p> <p><u>(d) review documents identified in Conditions C1, C3 and C8 and any other documents that are identified by the Planning Secretary, to ensure they are consistent with requirements in or under this approval and if so:</u></p> <p><u>(i) make a written statement to this effect before submission of such documents to the Planning Secretary (if those documents are required to be approved by the Planning Secretary); or</u></p> <p><u>(ii) make a written statement to this effect before the implementation of such documents (if those documents are required to be submitted to the Planning Secretary for information or are not required to be submitted to the Secretary);</u></p> <p><u>(e) regularly monitor the implementation of the documents listed in Conditions C1, C3 and C8 to ensure implementation is being carried out in accordance with the document and the terms of this approval;</u></p> <p><u>(f) as may be requested by the Planning Secretary, help plan, attend or undertake audits of the development commissioned by the Department including scoping audits, programming audits, briefings and site visits, but not independent environmental audits required under Condition A34 of this approval;</u></p> <p><u>(g) as may be requested by the Planning Secretary, assist the Department in the resolution of community complaints;</u></p> <p><u>(h) assess the impacts of minor ancillary facilities as required by Condition A19 of this approval; and</u></p> <p><u>(i) consider any minor amendments to be made to the documents listed in Conditions C1, C3 and C8 and any document that requires the approval of the Planning Secretary that comprise updating or are of an administrative or minor nature and are consistent with the terms of this approval and the documents listed in Conditions C1, C3 and C8 or other documents approved by the Planning Secretary and, if satisfied such amendment is necessary, approve the amendment. This does not include any modifications to the terms of this approval;</u></p> <p><u>(j) prepare and submit to the Planning Secretary and other relevant regulatory agencies, for information, an Environmental Representative Monthly Report detailing the ER's actions and decisions on matters for which the ER was responsible in the preceding month. The Environmental Representative Monthly Report must be submitted within seven (7) days following the end of each month for the duration of the ER's engagement for the CSSI.</u></p>

<u>A27</u>	<u>The Proponent must provide the ER with all documentation requested by the ER in order for the ER to perform their functions specified in Condition A26 (including preparation of the ER monthly report), as well as:</u> <u>(a) any complaints received (to be provided on a daily basis); and</u> <u>(b) a copy of any assessment carried out by the Proponent of whether proposed Work is consistent with the approval (which must be provided to the ER before the commencement of the subject Work).</u>
<u>A28</u>	<u>The Planning Secretary may at any time commission an audit of an ER's exercise of its functions under Condition A26. The Proponent must:</u> <u>(a) facilitate and assist the Planning Secretary in any such audit; and (b) make it a term of their engagement of an ER that the ER facilitate and assist the Planning Secretary in any such audit.</u>
<u>A29</u>	<u>Before the commencement of Construction, a Compliance Monitoring and Reporting Program must be prepared and endorsed by the ER and submitted to the Planning Secretary for information.</u>
<u>A30</u>	<u>Compliance reports of the CSSI must be carried out for the duration of Construction and for a minimum of one (1) year following commencement of Operation. The Department must be notified of the commencement dates of Construction and Operation of the CSSI in the pre-Construction and pre-Operational compliance reports (respectively).</u>
<u>A31</u>	<u>The Construction Compliance Report must provide details of any review of, and minor amendments made to, the CEMP (which must be approved by the ER), resulting from Construction carried out during the reporting period.</u>
<u>A32</u>	<u>The Compliance Monitoring and Reporting Program in the form required under Condition A28 of this approval must be implemented for the duration of Construction and for a minimum of one (1) year following commencement of Operation, or for a longer period as determined by the Planning Secretary based on the outcomes of independent audits, Environmental Representative Reports and regular compliance reviews submitted through Compliance Reports. If staged Operation is proposed, or Operation is commenced of part of the CSSI, the Compliance Monitoring and Reporting Program must be implemented for the relevant period of each stage or part of the CSSI.</u>
<u>A33</u>	<u>No later than one (1) month before the commencement of Construction an Independent Audit Program prepared in accordance with AS/NZS ISO 19011:2014 – Guidelines for Auditing Management Systems must be submitted to the Planning Secretary.</u>
<u>A34</u>	<u>Independent audits of the CSSI must be carried out in accordance with:</u> <u>(a) the Independent Audit Program submitted to the Planning Secretary under Condition A33 of this approval and Independent Audit Reports prepared.</u>
<u>A35</u>	<u>The Proponent must:</u> <u>(a) review and respond to each Independent Audit Report prepared under Condition A34 of this approval; and (b) submit the response to the Planning Secretary within six (6) weeks of completing the audit.</u>

<u>A36</u>	<u>The Department must be notified in writing to compliance@planning.nsw.gov.au immediately after the Proponent becomes aware of an incident. The notification must identify the CSSI (including the application number and the name of the CSSI if it has one) and set out the location and nature of the incident.</u>
<u>A37</u>	<u>Subsequent notification must be given, and reports submitted in accordance with the requirements set out in Appendix A.</u>
<u>B1</u>	<u>A Community Communication Strategy must be prepared to provide mechanisms to facilitate communication between the Proponent, the relevant council(s) and the community (including adjoining affected landowners and businesses, and others directly impacted by the CSSI), during the design and Construction of the CSSI and for a minimum of 12 months following the completion of Construction of the CSSI.</u>
<u>B2</u>	<p><u>The Community Communication Strategy must:</u></p> <p><u>(a) identify people and organisations to be consulted during the design and Work stages;</u></p> <p><u>(b) identify community demographics and approaches to address the needs of LOTE and CALD and vulnerable communities;</u></p> <p><u>(c) set out procedures and mechanisms for the regular distribution of accessible information, including to LOTE and CALD communities, about or relevant to the CSSI. The information to be distributed must include information regarding current site Construction activities, schedules and milestones at each Construction site;</u></p> <p><u>(d) provide for the formation of issue or location-based community forums that focus on key environmental management issues of concern to the relevant communities;</u></p> <p><u>(e) establish place managers for each construction site to engage with the local community; and</u></p> <p><u>(f) set out procedures and mechanisms:</u></p> <p><u>(i) through which the community can discuss or provide feedback to the Proponent;</u></p> <p><u>(ii) through which the Proponent will respond to enquiries or feedback from the community; and</u></p> <p><u>(iii) to resolve any issues and mediate any disputes that may arise in relation to Construction of the CSSI.</u></p>
<u>B3</u>	<u>The Community Communication Strategy must be submitted to the Planning Secretary for approval no later than one (1) month before commencement of any Work.</u>
<u>B4</u>	<u>Work for the purposes of the CSSI must not commence until the Community Communication Strategy has been approved by the Planning Secretary.</u>
<u>B5</u>	<u>A Complaints Management System must be prepared and implemented before the commencement of Work and maintained for the duration of Construction and for a minimum for 12 months following completion of Construction of the CSSI.</u>

B6	<p><u>The following information must be available to facilitate community enquiries and manage complaints one (1) month before the commencement of Work and for 12 months following the completion of Construction:</u></p> <p><u>(a) a 24- hour telephone number for the registration of complaints and enquiries about the CSSI;</u> <u>(b) a postal address to which written complaints and enquires may be sent;</u> <u>(c) an email address to which electronic complaints and enquiries may be transmitted; and</u> <u>(d) a mediation system for complaints unable to be resolved.</u></p>
B7	<p><u>The telephone number, postal address, website URL and email address required under Condition B6 of this approval must be published in a newspaper circulating in the relevant local area and on site hoarding at each Construction site before the commencement of Construction and published in the same way again before the commencement of Operation. This information must also be provided on the website required under Condition B14 of this approval.</u></p>
B8	<p><u>A Complaints Register must be maintained recording information on all complaints received about the CSSI during the carrying out of Work and for a minimum of 12 months following the completion of Construction. The Complaints Register must record the:</u></p> <p><u>(a) number of complaints received;</u> <u>(b) number of people affected in relation to a complaint; and</u> <u>(c) means by which the complaint was addressed and whether resolution was reached, with or without mediation.</u></p>
B9	<p><u>The Complaints Register must be provided to the Planning Secretary upon request, within the timeframe stated in the request.</u></p>
B10	<p><u>A Community Complaints Mediator that is independent of the design and construction personnel must be nominated by the Proponent, approved by the Planning Secretary and engaged during Work associated with the CSSI. The request nominating the Community Complaints Mediator must be submitted to the Planning Secretary for approval within one (1) month of the date of this approval.</u></p>
B11	<p><u>The role of the Community Complaints Mediator must address any complaint where a member of the public is not satisfied by the Proponent's response. Any member of the public that has lodged a complaint which is registered in and executed through the Complaints Management System identified in Condition 35 may ask the Community Complaints Mediator to review the Proponent's response. The application must be submitted in writing and the Community Complaints Mediator must respond within 28 days of the request being made or other specified timeframe agreed between the Community Complaints Mediator and the member of the public.</u></p>
B12	<p><u>The Community Complaints Mediator will:</u></p> <p><u>(a) review disputes between the project and members of the public if the procedures and mechanisms under Condition 35 or Condition 32(f)(iii) do not satisfactorily address the complainants concerns; and</u> <u>(b) make recommendations to the Proponent to satisfactorily address complaints, resolve disputes or mitigate against the occurrence of future complaints or disputes.</u></p>

B13	<u>The Community Complaints Mediator will not act before the Complaints Management System required by Condition B5, including any internal escalation process, has been executed for a complaint and will not consider issues such as property acquisition, where other dispute processes are provided for in this approval or clear government policy and resolution processes are available, or matters which are not within the scope of the CSSI.</u>
B14	<p><u>A website or webpage providing information in relation to the CSSI must be established before commencement of Work and maintained for the duration of Construction, and for a minimum of 12 months following the completion of Construction. Up-to-date information (excluding confidential, private and/or commercial information or other documents as agreed to by the Planning Secretary) must be published on the website before the relevant Work commencing and maintained on the website including:</u></p> <p><u>(a) information on the current implementation status of the CSSI;</u> <u>(b) the telephone number, postal address and email address required under Condition B6;</u> <u>(c) a copy of the documents listed in Condition A1 and Condition A2 of this approval;</u> <u>(d) a copy of this approval in its original form, a current consolidated copy of this approval (that is, including any approved modifications to its terms), and copies of any approval granted by the Minister to a modification of the terms of this approval;</u> <u>(e) a copy of EPL required and obtained in relation to the CSSI;</u> <u>(f) a current copy of each document required under the terms of this approval, which must be published before the commencement of any relevant activity to which they relate or before their implementation, as the case may be; and</u> <u>(g) a copy of the compliance reports required under Condition A29 and Condition A32 of this approval.</u></p> <p><u>Note: Where a document referred to in (f) above is superseded, or the management of activities covered by a document referred to in (f) above have been subsumed into another document, the current applicable and, where required, approved document must be available on the website/webpage. Any superseded document must be available in an archived section or similar of the website/webpage.</u></p>
C1	<u>A Construction Environmental Management Plan (CEMP) must be prepared in accordance with the Construction Environmental Management Framework (CEMF), included in the documents listed in Condition A1 to detail how the performance outcomes, commitments and mitigation measures specified in the documents listed in Condition A1 will be implemented and achieved during Construction.</u>
C2	<u>The CEMP must be endorsed by the ER and then submitted to the Planning Secretary for approval no later than one (1) month before the commencement of Construction.</u>
C3	<u>The CEMP Sub-plans must be prepared in consultation with the relevant government agencies identified for each CEMP Sub-plan and be consistent with the CEMF and CEMP referred to in Condition C1: Consultation required for CEMP Sub-plans Relevant government agencies to be consulted for CEMP Sub-plans Consultation required for CEMP Sub-plans Relevant government agencies to be consulted for CEMP Sub-plans(b) Noise and vibration Relevant council(s)(c) Soil and water Relevant council(s). DoI, QEH(d) Waste and spoil Relevant council(s)(e) Heritage Heritage Council (or its delegate) and relevant council(s)</u>
C4	<u>The CEMP Sub-plans must be prepared in accordance with the CEMF.</u>

<u>C5</u>	<u>Details of all information requested by an agency to be included in a CEMP Sub-plan as a result of consultation, including copies of all correspondence from those agencies, must be provided with the relevant CEMP Sub-Plan.</u>
<u>C6</u>	<u>Any of the CEMP Sub-plans may be submitted along with, or subsequent to, the submission of the CEMP but in any event, no later than one (1) month before Construction.</u>
<u>C7</u>	<u>Construction must not commence until the CEMP and all CEMP Sub-plans have been approved by the Planning Secretary. The CEMP and CEMP Sub-plans, as approved by the Planning Secretary, including any minor amendments approved by the ER must be implemented for the duration of Construction. Where Construction of the CSSI is staged, Construction of a stage must not commence until the CEMP and sub-plans for that stage have been approved by the Planning Secretary.</u>
<u>C8</u>	<u>The following Construction Monitoring Programs must be prepared in consultation with the relevant government agencies identified for each to compare actual performance of Construction of the CSSI against the predicted performance.</u> <u>Consultation required for Construction Monitoring Programs Relevant government agencies to be consulted for Construction Monitoring Programs</u> <u>(a) Noise and Vibration Relevant council(s)</u> <u>(b) Water Quality Relevant council(s)</u>
<u>C9</u>	<u>Each Construction Monitoring Program must provide:</u> <u>(a) details of baseline data available;</u> <u>(b) details of baseline data to be obtained and when;</u> <u>(c) details of all monitoring of the project to be undertaken;</u> <u>(d) the parameters of the project to be monitored;</u> <u>(e) the frequency of monitoring to be undertaken;</u> <u>(f) the location of monitoring;</u> <u>(g) the reporting of monitoring results;</u> <u>(h) procedures to identify and implement additional mitigation measures where results of monitoring are unsatisfactory; and</u> <u>(i) any consultation to be undertaken in relation to the monitoring programs.</u>
<u>C10</u>	<u>The Construction Monitoring Programs must be developed in consultation with relevant government agencies as identified in Condition C8 of this approval and must include reasonable information requested by an agency to be included in a Construction Monitoring Programs during such consultation. Details of all information requested by an agency including copies of all correspondence from those agencies, must be provided with the relevant Construction Monitoring Program.</u>
<u>C11</u>	<u>The Construction Monitoring Programs must be endorsed by the ER and then submitted to the Planning Secretary for approval at least one (1) month before the commencement of Construction.</u>
<u>C12</u>	<u>Construction must not commence until the Planning Secretary has approved all of the required Construction Monitoring Programs.</u>
<u>C13</u>	<u>The Construction Monitoring Programs, as approved by the Planning Secretary including any minor amendments approved by the ER must be implemented for the duration of Construction and for any longer period set out in the monitoring program or specified by the Planning Secretary, whichever is the greater.</u>

<u>C14</u>	<u>The results of the Construction Monitoring Programs must be submitted to the Planning Secretary, and relevant regulatory agencies, for information in the form of a Construction Monitoring Report at the frequency identified in the relevant Construction Monitoring Program.</u>
<u>C15</u>	<u>Where a relevant CEMP Sub-plan exists, the relevant Construction Monitoring Program may be incorporated into that CEMP Sub-plan.</u>
<u>D1</u>	<u>An Operational Management Plan (OEMP) must be prepared to detail how the performance outcomes, commitments and mitigation measures made and identified in the documents listed in Condition A1 will be implemented and achieved during Operation. This condition (Condition D1) does not apply if Condition D2 of this approval applies.</u>
<u>D2</u>	<u>An OEMP is not required for the CSSI if the Proponent has an Environmental Management System (EMS) or equivalent as agreed with the Planning Secretary, and can demonstrate, to the satisfaction of the Planning Secretary, that through the EMS:</u> <u>(a) the performance outcomes, commitments and mitigation measures, made and identified in the documents listed Condition A1, and specified relevant terms of this approval can be achieved;</u> <u>(b) issues identified through ongoing risk analysis can be managed; and</u> <u>(c) procedures are in place for rectifying any non-compliance with this approval identified during compliance auditing, incident management or any other time during Operation.</u>
<u>D3</u>	<u>The OEMP or EMS or equivalent as agreed with the Planning Secretary, must be submitted to the Planning Secretary for information no later than one (1) month before the commencement of Operation.</u>
<u>D4</u>	<u>The OEMP or EMS or equivalent as agreed with the Planning Secretary, as submitted to the Planning Secretary and amended from time to time, must be implemented for the duration of Operation and the OEMP or EMS must be made publicly available before the commencement of Operation.</u>
<u>D5</u>	<u>Within 15 months of commencement of Operation, or any other timeframe as agreed by the Planning Secretary, the Proponent must commission an independent, qualified person or team to undertake an Operational Performance Audit of the CSSI. The independent person or team must be approved by the Planning Secretary before commencement of the Audit. The Operational Audit Report must be submitted to the Planning Secretary within one month of the completion of the Audit or other timeframe agreed with the Planning Secretary. The Audit must</u> <u>(a) Assess compliance with the requirements of this approval;</u> <u>(b) Assess the environmental performance of the CSSI against the predictions made and conclusions drawn in the documents listed in Condition A1A1 as amended by this approval; and</u> <u>(c) Review the effectiveness of the environmental management of the CSSI, including any environmental impact mitigation.</u>
<u>E1</u>	<u>The Proponent must manage operational and asset interface risks to ensure the successful operational integration of the CSSI and the heavy railway network and the protection of physical and operational Sydney Trains assets and services during construction and operation.</u>
<u>E2</u>	<u>In addition to the performance outcomes, commitments and mitigation measures specified in the documents listed in Condition A1, all reasonably practicable measures must be implemented to minimise the emission of dust and other air pollutants during</u>

	<u>the Construction and Operation of the CSSI.</u>
<u>E3</u>	<p><u>Where impacts to threatened ecological communities or endangered species cannot be avoided, they must be offset in accordance with the requirements of the NSW Biodiversity Offsets Policy for Major Projects (OEH, 2014) in agreement with OEH.</u></p> <p><u>Note: the SPIR proposal does not require offsetting under the Framework for Biodiversity Assessment as it does not have any impacts to threatened ecological communities or threatened species.</u></p>
<u>E4</u>	<p><u>The CSSI must be designed to retain as many trees as possible. Where trees are to be removed, the Proponent must provide a 2:1 ratio replacement of trees. Replacement trees must be planted within the project boundary or on public land up to 500 metres from the project boundary. Replacement tree plantings can be undertaken beyond 500 metres on public land within the local government areas to which the CSSI approval applies if requested by the relevant council(s) or where no more practicable land for planting can be found within and up to 500 metres from the CSSI boundary. The location of replacement trees must be determined in consultation with the relevant council(s).</u></p>
<u>E5</u>	<p><u>The Proponent must commission an independent experienced and suitably qualified arborist, to prepare a comprehensive Tree Report(s) before removing any trees as detailed in the documents listed in Condition A1. The Tree Report may be prepared for the entire CSSI or separate reports may be prepared for individual areas where trees are required to be removed. The report(s) must identify the impacts of the CSSI on trees and vegetation within and adjacent to the Construction footprint. The report(s) must include:</u></p> <ul style="list-style-type: none"> <u>(a) a description of the conditions of the tree(s) and its amenity and visual value;</u> <u>(b) consideration of all options to avoid tree removal, including relocation of services, redesign or relocation of ancillary components (such as substations, fencing etc.) and reduction of standard offsets to underground services; and</u> <u>(c) measures to avoid the removal of trees or minimise damage to existing trees and ensure the health and stability of those trees to be protected. This includes details of any proposed canopy or root pruning, root protection zone, excavation, site controls on waste disposal, vehicular access, storage of materials and protection of public utilities.</u> <p><u>A copy of the report(s) must be submitted to the Planning Secretary before the removal or pruning of any trees, including those affected by site establishment Work. All recommendations of the report must be implemented by the Proponent, unless otherwise agreed by the Planning Secretary.</u></p>
<u>E6</u>	<p><u>Replacement trees are to have a minimum pot size of 75 litres except where the plantings are consistent with the pot sizes specified in a relevant council's plans / programs / strategies for vegetation management, street planting, or open space landscaping, or as agreed by the relevant council. In areas not subject to council plans / programs / strategies, pot sizes should be informed through consultation with the relevant council(s).</u></p> <p><u>Note: For the purposes of Condition E5 and E6, consultation with relevant council(s) encompasses consultation undertaken with those councils on the Station Design and Precinct Plan required by Condition E56, and any agreements reached on replacement pot sizes during consultation.</u></p>
<u>E7</u>	<p><u>The Proponent must submit to the Planning Secretary a report which details the type, size, number and location of replacement trees. The report must demonstrate how any replacement plantings with a pot size less than 75 litres are consistent with the requirements of Condition E6. The report must be submitted to the Planning Secretary</u></p>

	<u>before Operation unless otherwise agreed by the Planning Secretary.</u>
<u>E8</u>	<u>The location of Construction compounds must not worsen the existing flooding characteristics of the area.</u>
<u>E9</u>	<u>Where the CSSI will worsen flooding impacts, the Proponent is responsible for implementing measures to address those impacts.</u>
<u>E10</u>	<u>Following completion of Work described in the documents listed in Conditions A1 and A2 in relation to heritage items, a Heritage Report including the details of any archival recording, further historical research either undertaken or to be carried out and archaeological excavations (with artefact analysis and identification of a final repository for finds), must be prepared in accordance with any guidelines and standards required by the Heritage Council of NSW and OEH.</u>
<u>E11</u>	<u>An Excavation Director's Report (EDR) must be prepared for any heritage items of State significance that are discovered during Work. The EDR must be prepared in consultation with OEH.</u>
<u>E12</u>	<u>The Heritage Report and Excavation Directors Report must be submitted to the Planning Secretary, the Heritage Council of NSW and OEH for information no later than 24 months after the completion of Work referred to in Condition E10.</u>
<u>E13</u>	<u>The Proponent must prepare a Heritage Interpretation Strategy which outlines a process to interpret key Aboriginal and non-Aboriginal heritage values and stories of heritage items in the final project design. The Heritage Interpretation Strategy must be prepared in consultation with the Heritage Council of NSW and submitted to the Planning Secretary for information before the commencement of Construction.</u>
<u>E14</u>	<p><u>A Heritage Interpretation Plan(s) must be prepared, consistent with the Heritage Interpretation Strategy which identifies heritage items to be used in the final design of the project. The plan(s) must identify how items will be interpreted and provide a timeframe for their implementation which must be no later than the commencement of Operation. Heritage interpretation in any station precinct must be identified in the relevant Station Design and Precinct Plan(s) required in Condition E56.</u></p> <p><u>The Heritage Interpretation Plan must be prepared in accordance with the NSW Heritage Manual, the NSW Heritage Office's Interpreting Heritage Places and Items: Guidelines (August 2005), and the NSW Heritage Council's Heritage Interpretation Policy.</u></p>
<u>E15</u>	<u>An Unexpected Heritage Finds and Human Remains Procedure must be prepared to manage unexpected heritage finds in accordance with the guidelines and standards prepared by the Heritage Council of NSW or OEH.</u>
<u>E16</u>	<u>The Unexpected Heritage Finds and Human Remains Procedure must be prepared by a suitably qualified and experienced heritage specialist in consultation with the Heritage Council of NSW and submitted to the Planning Secretary for information no later than one (1) month before the commencement of Construction.</u>
<u>E17</u>	<p><u>The Unexpected Heritage Finds and Human Remains Procedure, as submitted to the Planning Secretary, must be implemented for the duration of Construction and during Operational maintenance Work.</u></p> <p><u>Note: Human remains that are found unexpectedly during Work are under the jurisdiction of the NSW State Coroner and must be reported to the NSW Police immediately.</u></p>

E18	<p><u>A detailed land use survey must be undertaken to confirm sensitive receivers (including critical working areas such as operating theatres and precision laboratories) potentially exposed to Construction noise and vibration. Construction ground-borne noise and Operational noise. The survey may be undertaken on a progressive basis but must be undertaken in any one area before the commencement of Work which generate Construction or Operational noise, vibration or ground-borne noise in that area. The results of the survey must be included in the Construction Noise and Vibration Impact Statement(s).</u></p>
E19	<p><u>Work must only be undertaken during the following Construction hours:(a) 7:00am to 6:00pm Mondays to Fridays, inclusive; (b) 8:00am to 6:00pm Saturdays; and(c) at no time on Sundays or public holidays.</u></p>
E20	<p><u>Notwithstanding Conditions E19 and E24 Work may be undertaken outside the hours specified in the following circumstances:</u></p> <p><u>(a) for the delivery of materials required by the NSW Police Force or other authority for safety reasons; or</u> <u>(b) where it is required in an emergency to avoid injury or the loss of life, to avoid damage or loss of property or to prevent environmental harm; or</u> <u>(c) where different Construction hours are permitted or required under an EPL in force in respect of the CSSI; or</u> <u>(d) Work approved under an Out-of-Hours Work Protocol for Work not subject to an EPL as required by Condition E25; or</u> <u>(e) Construction that causes LAeq(15 minute) noise levels:</u> <u>(i) no more than 5 dB(A) above the rating background level at any residence in accordance with the Interim Construction Noise Guideline (DECC, 2009), and</u> <u>(ii) no more than the 'Noise affected' noise management levels specified in Table 3 of the Interim Construction Noise Guideline (DECC, 2009) at other sensitive land uses, and</u> <u>(iii) continuous or impulsive vibration values, measured at the most affected residence are no more than the maximum values for human exposure to vibration, specified in Table 2.2 of Assessing Vibration: a technical guideline (DEC, 2006), and</u> <u>(iv) intermittent vibration values measured at the most affected residence are no more than the maximum values for human exposure to vibration, specified in Table 2.4 of Assessing Vibration: a technical guideline (DEC, 2006); or</u> <u>(f) where a negotiated agreement has been reached with a substantial majority of sensitive receivers who are within the vicinity of and may be potentially affected by the particular Construction, and the noise management levels and/or limit for ground-borne noise and vibration (human comfort) cannot be achieved. All agreements must be in writing and a copy forwarded to the Planning Secretary at least one (1) week before the commencement of activities.</u></p> <p><u>Note: Section 5.24(1)(e) of the EP&A Act requires that an EPL be substantially consistent with this approval.</u></p>
E21	<p><u>On becoming aware of the need for emergency Work in accordance with Condition E20(b), the Proponent must notify the ER and the EPA (if a EPL applies) of the need for that Work. The Proponent must use best endeavours to notify all noise and/or vibration affected sensitive receivers of the likely impact and duration of those Work.</u></p>

E22	<p><u>Out-of-Hours Work that are regulated by an EPL as per Condition E20(c) or through the Out-of-Hours Work Protocol as per Condition E25 include:(a) Work which could result in a high risk to construction personnel or public safety, based on a risk assessment carried out in accordance with AS/NZS ISO 31000:2009 "Risk Management – Principles and Guidelines"; or(b) where the relevant road authority has advised the Proponent in writing that carrying out the activities could result in a high risk to road network operational performance; or(c) where the relevant utility service operator has advised the Proponent in writing that carrying out the activities could result in a high risk to the operation and integrity of the utility network; or (d) where the Transport for NSW Transport Management Centre (or other road authority) has advised the Proponent in writing that a road occupancy licence is required and will not be issued for the activities during the hours specified in Condition E19 and Condition E20; or(e) where Sydney Trains (or other rail authority) has advised the Proponent in writing that a Rail Possession is required.</u> <u>Note: Other Out-of-Hours Work can be undertaken with the approval of an EPL, or through the project's Out-of-Hours Work Protocol for Work not subject to a EPL.</u></p>
E23	<p><u>In order to undertake Out-of-Hours Work, the Proponent must identify appropriate respite periods for the Out-of-Hours Work in consultation with the community at each affected location on a regular basis. This consultation must include (but not be limited to) providing the community with:</u></p> <p><u>(a) a schedule of likely Out-of-Hours Work for a period no less than two (2) months;</u> <u>(b) the potential work, location and duration;</u> <u>(c) the noise characteristics and likely noise levels of the Work; and</u> <u>(d) likely mitigation and management measures.</u></p> <p><u>The outcomes of the community consultation, the identified respite periods and the scheduling of the likely Out-of-Hours Work must be provided to the EPA (if an EPL applies) and the Planning Secretary (for high risk activities after 9pm) upon request.</u></p>
E24	<p><u>Except as permitted by an EPL, highly noise intensive Work that result in an exceedance of the applicable Noise Management Level at the same receiver must only be undertaken;</u></p> <p><u>(a) between the hours of 8:00 am to 6:00 pm Monday to Friday;</u> <u>(b) between the hours of 8:00 am to 1:00 pm Saturday; and</u> <u>(c) in continuous blocks not exceeding three (3) hours each with a minimum respite from those activities and Works of not less than one (1) hour between each block.</u></p> <p><u>For the purposes of this condition, 'continuous' includes any period during which there is less than a one (1) hour respite between ceasing and recommencing any of the work that are the subject of this condition.</u></p>

E25	<p><u>An Out-of-Hours Work Protocol must be prepared to identify a process for the consideration, management and approval of Work which are outside the hours defined in Conditions E19, and that are not subject to an EPL. The Protocol must be approved by the Planning Secretary before commencement of the Work. The Protocol must: (a) provide a process for the consideration of Out-of-Hours Work against the relevant noise and vibration criteria, including the determination of low and high-risk activities; (b) provide a process for the identification of mitigation measures for residual impacts, including respite periods in consultation with the community at each affected location, consistent with the requirements of Condition E23; (c) identify procedures to facilitate the coordination of Out-of-Hours Work approved by an EPL to ensure appropriate respite is provided; (d) identify an approval process that considers the risk of activities, proposed mitigation, management, and coordination, including where: (i) low risk activities and high risk activities that cease by 9pm can be approved by the ER, and (ii) all other high risk activities must be approved by the Planning Secretary; and (e) identify Planning Secretary, EPA and community notification arrangements for approved Out-of-Hours Work, which maybe detailed in the Community Communication Strategy.</u></p>
E26	<p><u>Work undertaken for the delivery of the CSSI, including those undertaken by third parties (such as utility relocations), must be coordinated to ensure respite periods are provided. The Proponent must:</u></p> <p><u>(a) reschedule Work to provide respite to impacted noise sensitive receivers so that the respite is achieved in accordance with Condition E23; or</u></p> <p><u>(b) consider the provision of alternative respite or mitigation to impacted noise sensitive receivers; and</u></p> <p><u>(c) provide documentary evidence to the ER in support of any decision made by the Proponent in relation to respite or mitigation.</u></p>
E27	<p><u>Construction Noise and Vibration Impact Statements must be prepared for Construction sites before Construction noise and vibration impacts commence and include specific mitigation measures identified through consultation with affected sensitive receivers. The Statements must augment the Construction Noise and Vibration Management Sub-plan and must be implemented for the duration of Work. The Statements must be informed by a suite of potential management/mitigation options provided in the Construction Noise and Vibration Sub-plan.</u></p>
E28	<p><u>Noise generating Work in the vicinity of potentially-affected community, religious, or educational institutions resulting in noise levels above the noise management levels must not be timetabled within sensitive periods, unless other reasonable arrangements with the affected institutions are made at no cost to the affected institution or as otherwise approved by the Planning Secretary.</u></p>
E29	<p><u>Mitigation measures must be implemented with the aim of achieving the following Construction noise management levels and vibration criteria: (a) Construction 'Noise affected' noise management levels established using the Interim Construction Noise Guideline (DECC, 2009); (b) vibration criteria established using the Assessing vibration: a technical guideline (DEC, 2006) (for human exposure); (c) BS 7385 Part 2-1993 "Evaluation and measurement for vibration in buildings Part 2" as they are "applicable to Australian conditions"; and (d) the vibration limits set out in the German Standard DIN 4150-3: Structural Vibration- effects of vibration on structures (for structural damage). Note: The Interim Construction Noise Guideline identifies 'particularly annoying' activities that require the addition of 5 dB(A) to the predicted level before comparing to the Construction Noise Management Level.</u></p>

E30	<u>The Proponent must seek the advice of a heritage specialist on methods and locations for installing equipment used for vibration, movement and noise monitoring at heritage-listed structures.</u>
E31	<p><u>The Proponent must prepare an Operational Noise and Vibration Review (ONVR) to confirm noise and vibration control measures that would be implemented for the Operation of the CSSI. The ONVR must be prepared as part of the iterative design development and in consultation with the Planning Secretary, relevant council(s), and other relevant stakeholders and must:</u></p> <p><u>(a) identify appropriate Operational noise and vibration objectives and levels for surrounding development, including existing sensitive receivers;</u> <u>(b) confirm the Operational noise predictions based on the expected final design. Confirmation must be based on an appropriately calibrated noise model (which has incorporated data obtained from noise monitoring);</u> <u>(c) examine all noise and vibration mitigation measures, with a focus on source control and design;</u> <u>(d) identify specific physical and other mitigation measures for controlling noise and vibration at the source and at the receiver (if relevant) including location, type and timing of mitigation measures;</u> <u>(e) where noise and vibration objectives cannot be achieved, the ONVR must present an analysis of all noise and vibration mitigation measures and the 'best practice' achievable noise and vibration outcome for each activity;</u> <u>(f) fully describe the design, assumptions, calculation process, mitigation strategy, and other relevant factors; and</u> <u>(g) include a consultation strategy to seek feedback from directly affected landowners on the noise and vibration mitigation measures being offered.</u></p> <p><u>The ONVR must be verified by a suitably qualified and experienced noise and vibration expert. The ONVR must be undertaken at the Proponent's expense and submitted to the Planning Secretary for approval before the implementation of mitigation measures. The Proponent must implement the identified noise and vibration control measures and make the ONVR publicly available.</u></p>
E32	<p><u>Operational noise mitigation measures as identified in Condition E31 that will not be physically affected by Construction, must be implemented within six (6) months of the commencement of Construction in the vicinity of the impacted receiver(s) to minimise Construction noise impacts, and detailed in an updated Noise and Vibration CEMP Sub-plan for the CSSI.</u></p> <p><u>Note: For the purpose of Conditions E32 and E33, operational noise mitigation measures refer to at property or other identified non-source controls, the detail of which would broadly be included in the Noise and Vibration CEMP Sub-plan. When detail on the specific mitigation measures is known and before the implementation of the mitigation measures, the CEMP sub-plan must be updated.</u></p>

E33	<p><u>Where implementation of Operational noise mitigation measures will be physically affected by Construction such that they cannot be implemented within six (6) months of the commencement of Construction in accordance with Condition E32, the Proponent must submit to the Secretary a report providing justification as to why, along with details of temporary measures that would be implemented to address construction noise impacts until such time that the Operational noise mitigation measures identified in Condition E31 are implemented. The report must be submitted to the ER for review. When the ER is satisfied that the justification and alternative measures are appropriate to address construction noise impacts, and within six (6) months of the commencement of Construction which would affect the identified sensitive receivers, the report must be submitted to the Planning Secretary for information.</u></p>
E34	<p><u>E34 Within 12 months of the commencement of Operation of the CSSI, the Proponent must undertake monitoring of Operational noise to compare actual noise performance of the CSSI against the noise performance predicted in the review of noise mitigation measures required by Condition E31.</u></p> <p><u>The Proponent must prepare an Operational Noise Compliance Report to document this monitoring. The Report must include, but not necessarily be limited to:</u></p> <ul style="list-style-type: none"> <u>(a) noise monitoring to assess compliance with the Operational noise levels predicted in the review of Operational noise mitigation measures required under Condition E31;</u> <u>(b) a review of the Operational noise levels in terms of criteria and noise goals established in the NSW Rail Infrastructure Noise Guideline 2013;</u> <u>(c) methodology, location and frequency of noise monitoring undertaken, including monitoring sites at which CSSI noise levels are ascertained, with specific reference to locations indicative of impacts on receivers;</u> <u>(d) details of any complaints and enquiries received in relation to Operational noise generated by the CSSI between the date of commencement of Operation and the date the report was prepared;</u> <u>(e) any required recalibrations of the noise model taking into consideration factors such as noise monitoring;</u> <u>(f) an assessment of the performance and effectiveness of applied noise mitigation measures together with a review and if necessary, reassessment of mitigation measures; and</u> <u>(g) identification of additional measures to those identified in the review of noise mitigation measures required by Condition E31, that would be implemented with the objective of meeting the criteria outlined in the NSW Rail Infrastructure Noise Guideline 2013 and Noise Policy for Industry (EPA, 2017), when these measures would be implemented and how their effectiveness would be measured and reported to the Planning Secretary and the EPA.</u> <p><u>The Operational Noise Compliance Report must be submitted to the Planning Secretary and the EPA within 60 days of completing the Operational noise monitoring and made publicly available.</u></p>
E35	<p><u>The Proponent must establish an Independent Property Assessment Panel before Construction commences. The Panel will be responsible for the resolution of property damage disputes. Either the affected property owner or the Proponent may refer unresolved disputes arising from potential and/or actual property impacts to the Panel for resolution. All costs incurred in establishing and implementing the Panel must be borne by the Proponent.</u></p>

<u>E36</u>	<u>The Proponent must determine viable alternative accommodation options for community facilities/groups (including the Canterbury Theatre Guild) where facilities used by the group(s) are not available to them during Construction in consultation with the relevant council(s), community groups and key stakeholders.</u>
<u>E37</u>	<u>The Proponent must prepare and implement a Business Management Plan to minimise impact on businesses around stations during Construction. The Plan must be prepared before Construction and must include but not necessarily be limited to:(a) measures to address amenity, vehicular and pedestrian access during business hours and visibility of the business appropriate to its reliance on such, and other reasonable matters raised in consultation with affected business;(b) establishing a Business Consultation forum linked to the Community Communication Strategy required by Condition B1;(c) preparation of Business Management Strategies for each station precinct or Construction site (and/or activity), identifying affected businesses and associated management strategies, including the employment of place managers, cultural liaison specialists and specific measures to be put in place to assist small business owners adversely impacted by the construction of the CSSI;(d) implementing the established Small Business Owners' Support Program to assist small business owners adversely impacted by construction of the CSSI. The Program must be administered by an Advisory/Support Panel established by the Proponent. The Program must have appropriate specialist representatives, including CALD representatives and must report to the Proponent;(e) a monitoring program to assess the effectiveness of the measures including the nomination of performance parameters and criteria against which effectiveness of the measures will be measured; and(f) provision for reporting of monitoring results to the Planning Secretary, in accordance with the Compliance Tracking Program required in Condition A29.</u>
<u>E38</u>	<u>All reasonably practicable erosion and sediment controls must be installed and appropriately maintained to minimise water pollution. When implementing such controls, any relevant guidance in the Managing Urban Stormwater series must be considered.</u>
<u>E39</u>	<u>An Unexpected Contaminated Land Procedure and Asbestos Finds Procedure must be prepared and must be followed should unexpected contaminated land or asbestos be excavated or otherwise discovered during Construction.</u>
<u>E40</u>	<u>The Unexpected Contaminated Land Procedure and Asbestos Finds Procedure must be implemented throughout Construction.</u>
<u>E41</u>	<u>Dangerous goods, as defined by the Australian Dangerous Goods Code, must be stored and handled strictly in accordance with:</u> <u>(a) All relevant Australian Standards;</u> <u>(b) For liquids, a minimum bund volume requirement of 110% of the volume of the largest single stored volume within the bund; and</u> <u>(c) The Environment Protection Manual for Authorised Officers: Bunding and Spill Management technical bulletin (EPA, 1997)</u> <u>In the event of an inconsistency between the requirements listed from (a) to (c) above, the most stringent requirement shall prevail to the extent of the inconsistency.</u>
<u>E42</u>	<u>The Proponent must seek to achieve a best practice level of performance for the CSSI using market leading sustainability ratings tools (including a minimum 'Design' and 'As built' rating score of 65 using the Infrastructure Sustainability Council of Australia infrastructure rating tool [version 1.2], or an equivalent level of performance using a demonstrated equivalent rating tool).</u>

<u>E43</u>	<u>The Sustainability Strategy must be submitted to the Planning Secretary within six (6) months of the date of this approval and must be implemented throughout Construction and Operation.</u>
<u>E44</u>	<u>Opportunities to reduce Operational greenhouse gas emissions must be investigated during detailed design. The sustainability initiatives identified must be regularly reviewed, updated and implemented throughout the design development and construction, and annually during Operation.</u>
<u>E45</u>	<u>The Proponent must fully offset the greenhouse gas emissions associated with consumption of electricity during Operation of the CSSI.</u>
<u>E46</u>	<u>The Proponent must establish a Traffic and Transport Liaison Group(s) (TTLGs) to inform traffic and transport management measures during Construction and Operation of the CSSI. Management measures must be coordinated with the RMS following engagement with the Sydney Coordination Office and consultation with the Relevant Roads Authority.</u> <u>The TTLG must comprise representatives from the Relevant Road Authority(ies), transport operators (including bus and taxi operators) and emergency services as required. The TTLG must be consulted to inform preparation of the Construction Traffic Management Plan(s).</u>
<u>E47</u>	<u>Construction Traffic Management Plans (CTMPs) must be prepared for each Construction site or stage (or Low Impact Activity where required) in accordance with the CEMF and relevant Austroads, Australian Standards and RMS requirements. The CTMPs must be submitted to the RMS following engagement with the Sydney Coordination Office and before Construction commences at the relevant Construction site or stage. A copy of the Construction Traffic Management Plans must be submitted to the Planning Secretary for information.</u>
<u>E48</u>	<u>The Proponent must prepare a Temporary Transport Management Plan in accordance with the Temporary Transport Strategy included in documents listed in Condition A1 one (1) month before the implementation of the Plan.</u>
<u>E49</u>	<u>Before any local road is used by a heavy vehicle for the purposes of Construction of the CSSI, a Road Dilapidation Report must be prepared for the road. A copy of the Road Dilapidation Report must be provided to the relevant council(s) within four (4) weeks of completion of the survey and at least two (2) weeks before the road is used by heavy vehicles associated with the Construction of the CSSI.</u>
<u>E50</u>	<u>If damage to roads occurs as a result of Construction of the CSSI, the Proponent must either (at the relevant road authority's discretion):</u> <u>(a) compensate the relevant road authority for the damage so caused. The amount of compensation may be agreed with the relevant road authority; or</u> <u>(b) rectify the damage to restore the road to at least the condition it was in pre-Construction as identified in the Road Dilapidation Report(s).</u>
<u>E51</u>	<u>During Construction, all reasonably practicable measures must be implemented to maintain pedestrian and vehicular access to, and parking in the vicinity of, businesses and affected properties. Disruptions are to be avoided, and where avoidance is not possible, minimised. Where disruption cannot be minimised, alternative pedestrian and vehicular access must be provided, and opportunities for parking arrangements must be investigated in consultation with affected businesses/properties and implemented before the disruption. Adequate signage and directions to businesses/properties must be provided before, and for the duration of, any disruption.</u>

<u>E52</u>	<u>Safe pedestrian and cyclist access must be maintained around Work sites during Construction. In circumstances where pedestrian and cyclist access is restricted or removed due to Construction activities, an alternate route which complies with the relevant standards must be provided and signposted.</u>
<u>E53</u>	<u>The Proponent must prepare a Walking and Cycling Strategy to identify opportunities to connect stations with the surrounding communities, by connecting to or enhancing existing major pedestrian and cyclist paths, where required. The Walking and Cycling Strategy must also identify opportunities to improve east-west pedestrian and cyclist facilities between Sydenham and Bankstown. The Walking and Cycling Strategy must be prepared in consultation with relevant council(s), local bike user groups and relevant stakeholder(s). Identified connections must be integrated with the relevant Station Design and Precinct Plan and delivered before commencement of Operation. East-west pedestrian and cyclist facilities located outside the scope of the Station Design and Precinct Plans must also be delivered within twelve (12) months following commencement of Operation. Note: In this condition major pedestrian and cyclist paths relate to those cycle and pedestrian paths associated with non-local roads and regional cycleways.</u>
<u>E54</u>	<u>The Proponent must construct and operate the CSSI with the objective of minimising light spillage to surrounding properties. All lighting associated with the Construction and Operation of the CSSI must be consistent with the requirements of Australian Standard 4282-1997 Control of the obtrusive effects of outdoor lighting and relevant Australian Standards in the series AS/NZ 1158 – Lighting for Roads and Public Spaces.</u>
<u>E55</u>	<u>The Proponent must appoint the Sydney Metro City & Southwest Design Review Panel for the CSSI before Construction commences.</u>
<u>E56</u>	<u>Station Design and Precinct Plans must be prepared to inform the final design of the CSSI and to give effect to the commitments made in the documents listed in Conditions A1 and A2. The Station Design and Precinct Plans do not apply to those elements, which for technical, engineering, or ecological requirements, or requirements as agreed by the Planning Secretary, do not allow for alternate design outcomes.</u>

E57

Station Design and Precinct Plans must be prepared by a suitably qualified and experienced person(s) in consultation with the relevant council(s), the community and affected landowners and businesses or a representative of the businesses. A station precinct is defined as an area within 200 metres radius of a station, or beyond for the purposes of connecting pedestrian and cycle paths from stations to existing or planned future pedestrian and cycle paths. The Station Design and Precinct Plans must include: (a) Context and form(i) an analysis of the built, natural and community context and the urban design objectives, principles and standards for the CSSI;(ii) the location of existing heritage items;(iii) the location and type of existing vegetation; (iv) detailed consideration of integration and continuity with urban design and landscape outcomes for SSJ 7400, taking into account the approved station design and precinct plans for that project; (b) Design(i) the design of the CSSI elements including their form, materials and detail;(ii) the design of the CSSI landform and earthworks; (iii) visual screening requirements for the CSSI; (iv) developed visuals, cross sections and plans showing the proposed design outcome of the CSSI;(v) consideration of opportunities for provision of public art within each station precinct; and(vi) consideration of the principles of Crime Prevention Through Environmental Design (CPTED);(c) Landscaping(i) areas of vegetation to be retained and proposed planting and seeding details, including the use of local indigenous species for revegetation activities;(ii) details of strategies to rehabilitate, regenerate or revegetate disturbed areas and successfully establish and maintain the resulting new landscape; (d) Transport and access(i) design measures to maximise the amenity of public spaces, permeability around entrances to stations and integration with other transport modes;(ii) measures to safeguard a new pedestrian crossing of the rail corridor to the west of Foord Avenue and east of Melford Street in Hurlstone Park;(iii) integrate with relevant initiatives identified in the Sydney Metro Sydenham to Bankstown Walking and Cycling Strategy; (iv) detailed consideration of measures to allow for the removal and/or relocation of existing ancillary infrastructure (such as fencing, substations and signalling boxes) and any structures that may be made redundant by the CSSI that may inhibit or detrimentally impact the implementation of open space, pedestrian and cyclist pathways along the rail corridor or new access points into the stations in the future; (v) detailed consideration of design measures to ensure the location of infrastructure does not preclude future enhancements and upgrades to existing parks and public open spaces adjoining the rail corridor; and(e) Consultation(i) evidence of consultation with the community, the relevant council(s) in the preparation of the Station Design and Precinct Plans and how feedback has been addressed before seeking review by the Design Review Panel, where required.

E58	<p><u>In addition to the requirements of Condition E57, the Station Design and Precinct Plan for Bankstown Station must:</u></p> <p><u>(a) remove the existing at grade car park immediately opposite the intersection of North Terrace and The Appian Way to improve the public domain;</u></p> <p><u>(b) consider opportunities to improve legibility and access to the existing station entrances from North Terrace and Bankstown City Plaza, including rationalisation of retail outlets;</u></p> <p><u>(c) investigate opportunities to relocate the bus layover on South Terrace and off-street parking from the station interface;</u></p> <p><u>(d) consider opportunities to consolidate amenities such as toilets and other infrastructure into new integrated station facilities that are not isolated or dominant in the public domain;</u></p> <p><u>(e) investigate opportunities for adaptive reuse of the heritage listed parcel office; and</u></p> <p><u>(f) consider the outcomes of any master planning of the Bankstown commercial district.</u></p>
E59	<p><u>In addition to the requirements of Condition E57, the Station Design and Precinct Plan for Punchbowl Station must:</u></p> <p><u>(a) include measures to improve safety and security to the pedestrian access under Punchbowl Road connecting to Highclere Avenue/Breust Place; and</u></p> <p><u>(b) include a concept design for and identify measures to safeguard a future pedestrian overpass to the west of Punchbowl Station, connecting South Terrace to Stansfield Avenue within the rail corridor and as close to Punchbowl Boys High School as practicable.</u></p>
E60	<p><u>In addition to the requirements of Condition E57, the Station Design and Precinct Plan for Wiley Park Station must include a concept design for and identify measures to safeguard a future station access to/from Shadforth Street;</u></p>
E61	<p><u>In addition to the requirements of Condition E57, the Station Design and Precinct Plan for Campsie Station must:</u></p> <p><u>(a) have regard to the outcomes of any master planning of the Campsie commercial district;</u></p> <p><u>(b) identify opportunities to improve pedestrian and cycle access to the station (such as footpath widening) to better integrate station buildings into the public domain;</u></p> <p><u>(c) include a concept design for and identify measures to safeguard an unpaid pedestrian overpass and station access connecting near the intersection of Assets Street and Wilfred Avenue and the intersection of Lillian Street and Dewar Street to the south of the station; and</u></p> <p><u>(d) provide an improved amenity to and larger public plaza at the station entrance on the western side of Beamish Street, including where required, rationalisation of retail outlets, new pavements, bicycle parking infrastructure, landscaping, lighting and furniture.</u></p>
E62	<p><u>In addition to the requirements of Condition E57, the Station Design and Precinct Plan for Canterbury Station must include a concept design for and safeguard a future station entrance in the vicinity of Charles Street to the west of the station.</u></p>
E63	<p><u>In addition to the requirements of Condition E57, the Station Design and Precinct Plan for Dulwich Hill Station must include a new concourse connecting the Dulwich Hill Light Rail Stop to the island rail platform and access to a new access point at Ewart Lane.</u></p>

E64	<p><u>Station Design and Precinct Plans for Bankstown Station and Campsie Station must include an Interchange Access Plan to inform the final design of transport and access facilities and services. The Interchange Access Plan(s) must consider mode transfer, from both active transport or road-based transport and take into account:</u></p> <p><u>(a) station access hierarchy consistent with the transport planning principles identified in the EIS;</u></p> <p><u>(b) current transport initiatives and plans; and</u></p> <p><u>(c) patronage changes resulting from land use, population, employment, transport infrastructure and service changes.</u></p>
E65	<p><u>The Station Design and Precinct Plans for Bankstown Station, Campsie Station and Dulwich Hill Station, must be reviewed by the Design Review Panel. The Proponent must provide a response to the outcomes of the Design Review Panel's review indicating how the relevant precinct plans will be amended to accommodate the review outcomes. Where the review outcomes are not addressed, the Proponent must provide the Design Review Panel with reasons.</u></p>
E66	<p><u>With respect to the Bankstown Station, Dulwich Hill Station and Campsie Station precincts, the Proponent must submit the relevant Station Design and Precinct Plans to the Planning Secretary for approval no later than one (1) month before commencement of Construction of permanent built works that are the subject of these Station Design and Precinct Plans (in the area to which the relevant Station Design and Precinct Plan applies).</u></p>
E67	<p><u>With respect to the Bankstown Station, Dulwich Hill Station and Campsie Station precincts, Construction of permanent built works or landscaping that are the subject of the Station Design and Precinct Plans must not be commenced (in the area to which the relevant Station Design and Precinct Plan applies) until the relevant Station Design and Precinct Plans have been approved by the Planning Secretary, after taking into responding to the outcomes of the Design Review Panel review. Evidence of response to the Design Review Panel's review must be provided to the Planning Secretary. The Station Design and Precinct Plans, as approved by the Planning Secretary, must be implemented as required during Construction and Operation.</u></p>
E68	<p><u>The ongoing maintenance and Operation costs of urban design, open space, landscaping and recreational items and works implemented as part of this approval remain the responsibility of the Proponent until satisfactory arrangements have been put in place for the transfer of the asset to the relevant authority. Before the transfer of assets, the Proponent must maintain items and works to at least the design standards, noting normal wear and tear, established in the Station Design and Precinct Plans, required by Condition E57.</u></p>
E69	<p><u>The Proponent must co-ordinate utility providers and relevant council(s) to identify opportunities for maintenance, replacement or augmentation of utilities that cross the rail corridor and facilitate and co-ordinate requests by the utility providers and relevant council(s) to undertake the Work during rail shutdowns, with particular reference to the final three (3) to six (6) month shutdown before metro services commence.</u></p>

E70	<p><u>Nothing in this approval allows for the undertaking of any third-party utility Work identified through the implementation of Condition E69 and not required for the purposes of the CSSI.</u></p> <p><u>Note: Third-party utility Work, including but not limited to drainage, water or energy supply etc. identified not required for the project is not the responsibility of the Proponent and is subject to separate approvals process.</u></p>
E71	<p><u>A Utilities Management Strategy must be prepared and implemented in line with the Utilities Management Framework, described in Appendix H of the SPIR for all utility Work. The Strategy must identify how utility Work will be defined and managed.</u></p> <p><u>The Utilities Management Strategy must include:</u></p> <p><u>(a) the functions of the Utility Coordination Manager as required by Condition E72;</u> <u>(b) a description of all utility Work to be undertaken; and</u> <u>(c) management measures to be implemented to manage dust, noise, traffic, access and lighting impacts associated with utility Work.</u></p> <p><u>The Utilities Management Strategy must be submitted to the Planning Secretary for approval at least one (1) month before the commencement of utility Work.</u></p>
E72	<p><u>A Utility Coordination Manager must be appointed for the duration of the CSSI Work. The role of the Utility Coordination Manager must include, but not be limited to:</u></p> <p><u>(a) the management and coordination of all utility Work associated with the delivery of the CSSI, to ensure respite is provided to the community, as required under Condition E22;</u> <u>(b) investigating complaints received from the Community Complaints Mediator relating to utility Work and providing a response to the Community Complaints Mediator.</u></p>
E73	<p><u>Any items or infrastructure that are salvageable must be identified in the relevant CEMP Sub-plan (Condition C3). Note: reuse of items may include signal boxes, indicators, ballast or other rail infrastructure. These items should be offered to Sydney Trains or reuse.</u></p>
E74	<p><u>The importation of waste and the storage, treatment, processing, reprocessing or disposal of such waste must comply with the Protection of the Environment Operations Act 1997, under the Protection of the Environment Operations (Waste) Regulation 2014, and orders or exemptions made under the regulation.</u></p>
E75	<p><u>Waste must only be exported to a site licensed by the EPA for the storage, treatment, processing, reprocessing or disposal of the subject waste, or in accordance with a Resource Recovery Exemption or Order issued under the Protection of the Environment Operations (Waste) Regulation 2014, or to any other place that can lawfully accept such waste.</u></p>
E76	<p><u>All waste must be classified in accordance with the EPA's Waste Classification Guidelines, with appropriate records and disposal dockets retained for audit purposes.</u></p>

Attachment 2 – Revised mitigation measures and performance outcomes

Table E3-1 provides the consolidated revised environmental mitigation measures. The measures are broadly grouped according to the main stage of implementation. However, it is noted that the implementation of some measures may occur across a number of stages. The location/s applicable to each mitigation measure are identified by using a unique identifier as follows:

<u>All – Project as a whole</u>	<u>CP – Campsie Station</u>
<u>BW – Bridge works</u>	<u>BE – Belmore Station</u>
<u>AS – All stations</u>	<u>LA – Lakemba Station</u>
<u>MA – Marrickville Station</u>	<u>WP – Wiley Park Station</u>
<u>DU – Dulwich Hill Station</u>	<u>PB – Punchbowl Station</u>
<u>HP – Hurlstone Park Station</u>	<u>BA – Bankstown Station</u>
<u>CB – Canterbury Station</u>	<u>SS – Substations</u>

Table E3-1 **Revised environmental mitigation measures**

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
<u>Traffic, transport and access</u>			
<u>Design/pre-construction</u>			
<u>TC1</u>	<u>Temporary transport arrangements</u>	<p><u>Guided by the Temporary Transport Strategy, detailed temporary transport plan/s would be developed prior to construction to manage the movement of people along the T3 Bankstown Line during possession periods. The plans would be developed in consultation with key stakeholders (including Transport for NSW, Sydney Coordination Office, Roads and Maritime Services, Sydney Trains, local councils, emergency services, and bus operators), and would address the requirements specified by the Temporary Transport Strategy. The development of each plan would consider, as a minimum:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>a review of the road network constraints along any proposed rail replacement bus route</u> <input type="checkbox"/> <u>further traffic analysis of key intersections used by rail replacement buses</u> <input type="checkbox"/> <u>potential impacts to local road networks affected by rail passengers diverting to cars to reach their destinations</u> <input type="checkbox"/> <u>the design of temporary facilities at bus stop locations in consultation with the relevant road authority</u> <input type="checkbox"/> <u>expected changes to parking demand at other stations, displacement of existing parking, and any upgrades that may be required.</u> 	<u>AS</u>
<u>TC2</u>		<u>Sydney Metro would consult with Transport for NSW, Roads and Maritime Services, the State Transit Authority, the Inner West and Canterbury-Bankstown councils, and bus operators, to identify opportunities to minimise impacts to bus layovers and existing bus stops during operation of rail replacement buses.</u>	<u>AS</u>
<u>TC3</u>		<p><u>The impacts on the surrounding road network of lane closures resulting from bridge works across the rail corridor would be assessed in detail, to identify the suite of management measures to be implemented for each closure required. This would be undertaken in consultation with Transport for NSW, Roads and Maritime Services, the Sydney Coordination Office, the Inner West and Canterbury-Bankstown councils, emergency services, and relevant bus operators.</u></p> <p><u>Planning for partial bridge closures would consider bus rerouting and timetabling, with the intention of minimising impacts to bus customers and bus operators.</u></p>	<u>BW</u>
<u>TC4</u>	<u>Parking impacts during construction</u>	<u>Opportunities to reduce the loss of existing on and off street car parking (including the amount of spaces reduced and the time associated with this reduction) would be reviewed during detailed design and construction planning.</u>	<u>AS</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
<u>TC5</u>		<u>Where parking spaces are lost or access is impeded, particularly for extended periods, alternative parking would be provided wherever feasible and reasonable. This would include consideration of other privately owned (or vacant) land within close proximity to affected stations.</u>	<u>AS</u>
<u>TC6</u>	<u>Impacts of intersection performance</u>	<p><u>Further consideration of the need for intersection modifications would be undertaken, to improve intersection performance at locations most affected by the addition of construction heavy vehicles and rail replacement buses. This would be undertaken in consultation with Transport for NSW, Roads and Maritime Services, the Sydney Coordination Office, and the relevant road authority. The improvements considered would include:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>modification to the existing traffic signal phasing</u> <input type="checkbox"/> <u>lane priority changes</u> <input type="checkbox"/> <u>changing lane designations (line markings and signage)</u> <input type="checkbox"/> <u>kerbside changes (such as removing on street parking or implementing no standing zones at peak times to increase lane capacity)</u> <input type="checkbox"/> <u>physical geometric changes (such as minor kerb cut-backs to enable large vehicles to safely move through intersections)</u> <input type="checkbox"/> <u>restricting turning movements where traffic demand is low.</u> 	<u>All</u>
<u>TC7</u>	<u>Changes to cyclist facilities during construction</u>	<u>Where existing cycle facilities (e.g. bike parking) would be temporarily unavailable at a station, suitable replacement facilities would be provided while the facility is unavailable.</u>	<u>AS</u>
<u>TO1</u>	<u>Parking impacts during operation</u>	<u>Further consideration of car parking management at stations would be undertaken in consultation with Roads and Maritime Services, the Sydney Coordination Office, and the Inner West and Canterbury-Bankstown councils, to minimise adverse impacts of operation on parking and other kerbside use in local streets.</u>	<u>AS</u>
<u>TO2</u>	<u>Consideration of cross corridor connections</u>	<u>Sydney Metro, in consultation with Canterbury-Bankstown Council, would investigate the feasibility of the provision of a cross-corridor connection between Bankstown and Punchbowl stations. Should a cross-corridor connection be deemed feasible, Sydney Metro would work with Canterbury-Bankstown Council and the Department of Planning and Environment to safeguard its future delivery.</u>	<u>All</u>
<u>Construction</u>			
<u>TC8</u>	<u>Management of traffic, transport and access</u>	<p><u>A construction traffic management plan would be prepared and implemented prior to construction. The plan would be prepared in accordance with the Construction Environmental Management Framework, and would detail, as a minimum:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>how traffic would be managed when construction works are being carried out</u> 	<u>All</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
		<ul style="list-style-type: none"> <input type="checkbox"/> <u>the activities proposed and their impact on the road network and on road users</u> <input type="checkbox"/> <u>how these impacts would be addressed.</u> <p><u>The plan would be prepared in consultation with the Traffic and Transport Liaison Group, and would be approved by the relevant authority before construction commences.</u></p>	
<u>TC9</u>	<u>Changes to public transport services and alternative transport arrangements</u>	<u>Modification of existing bus stops, or implementation of new stops and alterations to service patterns, would be carried out by Sydney Metro in consultation with Transport for NSW, Sydney Coordination Office, Roads and Maritime Services, the Inner West and Canterbury-Bankstown councils, and bus operators.</u>	<u>AS</u>
<u>TC10</u>		<p><u>Sydney Metro would undertake an extensive community awareness and information campaign before changes to public transport services are implemented. This would include a range of communication activities such as:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>information at stations</u> <input type="checkbox"/> <u>wayfinding signage</u> <input type="checkbox"/> <u>clearly marked bus stop locations</u> <input type="checkbox"/> <u>letter box drops</u> <input type="checkbox"/> <u>web based information and transport 'app' where changes to travel are found in a single place</u> <input type="checkbox"/> <u>information via 131 500</u> <input type="checkbox"/> <u>advertising in local papers</u> <input type="checkbox"/> <u>email information bulletins.</u> 	<u>AS</u>
<u>TC11</u>	<u>Impacts on special events</u>	<u>Consideration of special events would be undertaken as part of construction work programming. For special events that require specific traffic and pedestrian management, measures would be developed and implemented in consultation with Transport for NSW, Sydney Coordination Office, Roads and Maritime Services, the Inner West and Canterbury-Bankstown councils, and the organisers of the event.</u>	<u>All</u>
<u>TC12</u>	<u>Impacts of construction compounds and work sites</u>	<u>Vehicle access to and from construction sites would be managed to ensure pedestrian, cyclist, and motorist safety. Depending on the location, this may require manual supervision, barrier placement, temporary traffic signals, modifications to existing traffic signals, or police assistance.</u>	<u>All</u>
<u>TC13</u>	<u>Construction vehicles</u>	<p><u>Construction vehicles (including contractor staff vehicles) would be managed to:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>minimise parking or queuing on public roads</u> <input type="checkbox"/> <u>minimise use of residential streets to gain access to work sites or compounds</u> <input type="checkbox"/> <u>minimise vehicle movements near schools, particularly during school start and finish times.</u> 	<u>All</u>
<u>TC14</u>	<u>Signage</u>	<u>Directional signage and line marking would be used to direct and guide drivers, pedestrians, and other road users past construction compounds and work sites, and on the surrounding road network. This may be supplemented by variable message signs to</u>	<u>All</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
		<u>advise drivers of potential delays, traffic diversions, speed restrictions, or alternate routes.</u>	
<u>TC15</u>	<u>Construction parking impacts</u>	<p><u>Construction sites would be managed to minimise construction worker parking on surrounding streets. A worker car parking strategy would be developed in consultation with the relevant local council to identify measures to reduce the impact on the availability of on street and off street parking. The strategy would identify potential mitigation measures including alternative parking locations. The strategy would encourage contractor staff to:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>use public transport</u> <input type="checkbox"/> <u>car share</u> <input type="checkbox"/> <u>park in a designated off site area and access construction sites via shuttle bus.</u> 	<u>All</u>
<u>TC16</u>	<u>Traffic incidents</u>	<u>In the event of a traffic related incident, co-ordination would be carried out with the Sydney Coordination Office and Transport Management Centre's Operations Manager.</u>	<u>All</u>
<u>TC17</u>	<u>Changes to road, pedestrian and cyclist networks</u>	<u>The community would be notified in advance of proposed road and pedestrian network changes through appropriate forms of community notification.</u>	<u>All</u>
<u>TC18</u>	<u>Impacts on pedestrian or cyclist paths</u>	<u>A condition survey would be undertaken to confirm changes to routes proposed to be used by pedestrians and/or cyclists are suitable (e.g. suitably paved and lit), with identified modification requirements discussed with the Inner West and/or Canterbury-Bankstown councils and implemented prior to use of the routes.</u>	<u>All</u>
<u>TC19</u>	<u>Pedestrian, cyclist and motorist safety</u>	<p><u>Pedestrian, cyclist, and motorist safety in the vicinity of the construction sites would be addressed during construction planning and development of the construction traffic management plan. Measures that may be implemented to assist in multi modal traffic management include:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>speed awareness signs in conjunction with variable message signs near construction sites to provide alerts to drivers.</u> <input type="checkbox"/> <u>a community engagement program to provide road safety education and awareness to road users about sharing the road safely with heavy vehicles.</u> <input type="checkbox"/> <u>heavy vehicle training for drivers to understand route constraints, safety issues, and limiting the use of compression braking.</u> <input type="checkbox"/> <u>safety technology and equipment installed on heavy vehicles to enhance vehicle visibility, eliminate vehicles' blind spots, and monitor vehicle location, speeding compliance, and driver behaviour.</u> 	<u>All</u>
<u>TC20</u>	<u>Impacts to access</u>	<u>Access for residents, businesses, and community infrastructure would be maintained. Where disruption to access cannot be avoided, consultation would be undertaken with the owners and occupants of affected properties, to confirm their access.</u>	<u>All</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
		<u>requirements and to discuss alternatives.</u>	
<u>TC21</u>		<u>Access to stations and surrounding properties for emergency vehicles would be provided at all times. Emergency service providers (i.e. police and ambulance) would be consulted throughout construction to ensure they are aware of station closures, changes to access, including bridge lane closures, and changes to station or rail corridor access.</u>	<u>All</u>
<u>TC22</u>	<u>Co-ordination of cumulative traffic effects</u>	<u>The potential cumulative effects of construction traffic from multiple construction sites within the project would be further considered during development of the construction traffic management plan. Where there is potential for cumulative impacts across the project, these issues would be addressed with the assistance of the Traffic and Transport Liaison Group.</u>	<u>All</u>
<u>Operation</u>			
<u>TO3</u>	<u>Walking and Cycling</u>	<u>Sydney Metro would develop a Walking and Cycling Strategy in consultation with Inner West Council, Canterbury-Bankstown Council and other relevant stakeholders, which would identify walking and cycling facilities to encourage active transport to the station precincts.</u>	<u>AS</u>
<u>TO4</u>	<u>Bus</u>	<u>Sydney Metro would work with Transport for NSW, Sydney Coordination Office, Roads and Maritime Services, the Inner West and Canterbury-Bankstown councils, and bus operators to identify improvements to bus stops and services.</u>	<u>AS</u>
<u>TO5</u>	<u>Commuter parking</u>	<u>Sydney Metro would monitor the demand for additional commuter car parking spaces and consider opportunities for, and implications of, meeting this demand between Bankstown and Marrickville stations.</u> <u>Sydney Metro would investigate ways to manage demand, subject to consideration of local station and town centre implications, including local traffic conditions.</u>	<u>AS</u>
<u>Noise and vibration</u>			
<u>Design/pre-construction</u>			
<u>NVC1</u>	<u>Predicted construction noise impacts</u>	<u>In accordance with the Construction Noise and Vibration Strategy, construction noise impact statements would be prepared prior to the commencement of construction components, to consider the scale and duration of construction noise impacts, and identify measures to minimise impacts to sensitive receivers.</u> <u>This would include noise modelling to confirm the results of modelling undertaken as part of the Environmental Impact Statement and Submissions and Preferred Infrastructure Report. Where exceedances of the noise management levels are identified, feasible and reasonable mitigation measures would be identified.</u>	<u>All</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
<u>NVC2</u>		<p><u>In accordance with the <i>Construction Noise and Vibration Strategy</i>, all employees, contractors and subcontractors would receive an environmental induction. The induction must at least include:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>relevant project specific and standard noise and vibration mitigation measures</u> <input type="checkbox"/> <u>relevant licence and approval conditions</u> <input type="checkbox"/> <u>permissible hours of work</u> <input type="checkbox"/> <u>any limitations on high noise generating activities</u> <input type="checkbox"/> <u>location of nearest sensitive receivers</u> <input type="checkbox"/> <u>designated loading/unloading areas and procedures</u> <input type="checkbox"/> <u>site opening/closing times (including deliveries)</u> 	<u>All</u>
<u>NVC3</u>	<u><i>Predicted vibration impacts</i></u>	<u>Where vibration levels are predicted to exceed the vibration screening level, a more detailed assessment of the structure would be carried out to determine the appropriate vibration limits for that structure.</u>	<u>All</u>
<u>NVC4</u>		<u>For heritage items where vibration screening levels are predicted to be exceeded, the more detailed assessment would include condition assessment and specifically consider the heritage values of the structure in consultation with a heritage specialist to ensure sensitive heritage fabric is adequately monitored and managed.</u>	<u>Heritage items along the project area</u>
<u>NVO1</u>	<u><i>Predicted operational noise and vibration impacts</i></u>	<u>An operational noise and vibration review would be undertaken to guide the approach to identifying reasonable and feasible mitigation measures to incorporate in the detailed design. This would include noise modelling to confirm the results of modelling previously undertaken. Where exceedances of the operational noise objectives in the <i>Rail Infrastructure Noise Guidelines</i> (EPA, 2013) are identified, reasonable and feasible mitigation measures would be identified.</u>	<u>All</u>
<u>NVO2</u>		<p><u>The height and extent of noise barriers adjacent to the project would be confirmed during detailed design with the aim of not exceeding trigger levels from the <i>Rail Infrastructure Noise Guidelines</i> (EPA, 2013). At-property treatments would be offered either on their own or in combination with a noise barrier where there are residual exceedances of the noise trigger levels.</u></p> <p><u>Where practicable, operational stage noise mitigation would be installed early to assist with the management of construction noise.</u></p>	<u>All</u>
<u>NVO3</u>		<u>Operational noise from substations would be controlled by inclusion of appropriate mitigation, such as shielding or enclosures, and specification of equipment selection, to comply with the <i>Industrial Noise Policy</i> (EPA, 2000).</u>	<u>All</u>
<u>Construction</u>			
<u>NVC5</u>	<u><i>Construction noise</i></u>	<u>The <i>Construction Noise and Vibration Strategy</i></u>	

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
	<u>and vibration management</u>	<p>would be implemented with the aim of achieving the noise management levels where feasible and reasonable. This may include the following example mitigation measures alone or in combination, where feasible and reasonable:</p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>The provision of noise barriers around each construction site.</u> <input type="checkbox"/> <u>The coincidence of noisy plant working simultaneously close together would be avoided.</u> <input type="checkbox"/> <u>Residential grade mufflers would be fitted to all mobile plant.</u> <input type="checkbox"/> <u>Non-tonal reversing alarms would be fitted to all permanent mobile plant.</u> <input type="checkbox"/> <u>High noise generating activities would be scheduled for less sensitive periods considering the nearby receivers, where reasonable and feasible.</u> <input type="checkbox"/> <u>The layout of construction sites would consider opportunities to shield receivers from noise.</u> <input type="checkbox"/> <u>Stationary noise sources would be enclosed or shielded whilst ensuring that the occupational health and safety of workers is maintained.</u> <input type="checkbox"/> <u>Loading and unloading of materials/deliveries is to occur as far as possible from noise sensitive receivers.</u> <input type="checkbox"/> <u>Select site access points and roads as far as possible away from noise sensitive receivers.</u> <input type="checkbox"/> <u>Dedicated loading/unloading areas to be shielded if close to noise sensitive receivers wherever feasible and reasonable.</u> <input type="checkbox"/> <u>Use quieter and less vibration emitting construction methods where feasible and reasonable.</u> <input type="checkbox"/> <u>The noise levels of plant and equipment must have operating Sound Power Levels compliant with the criteria in the <i>Construction Noise and Vibration Strategy</i>.</u> <input type="checkbox"/> <u>Plan traffic flow, parking and loading/unloading areas to minimise reversing movements within the site.</u> <input type="checkbox"/> <u>Where feasible and reasonable, the offset distance between noisy plant items and nearby noise sensitive receivers would be as great as possible.</u> <input type="checkbox"/> <u>Where reasonable and feasible heavy vehicle movements would be limited to daytime and evening hours, with night-time movements avoided where possible.</u> <input type="checkbox"/> <u>Active community consultation and the maintenance of positive, cooperative relationships with schools, local residents and building owners and occupiers, through:</u> <ul style="list-style-type: none"> <u>periodic notification or work activities and progress (e.g. regular letterbox drops, e-consult)</u> <u>specific notification (letter-box drop) prior to</u> 	<u>All</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
		<u>especially noisy activities</u> <u>comprehensive website information</u> <u>project information and construction</u> <u>response telephone line</u> <u>email distribution lists.</u>	
		<input type="checkbox"/> <u>Plan traffic flow, parking and loading/unloading areas to minimise reversing movements within the site.</u>	
		<input type="checkbox"/> <u>Where feasible and reasonable, the offset distance between noisy plant items and nearby noise sensitive receivers would be as great as possible.</u>	
		<input type="checkbox"/> <u>Where reasonable and feasible heavy vehicle movements would be limited to daytime and evening hours, with night-time movements avoided where possible.</u>	
		<input type="checkbox"/> <u>Active community consultation and the maintenance of positive, cooperative relationships with schools, local residents and building owners and occupiers, through:</u> <u>periodic notification or work activities and progress (e.g. regular letterbox drops, e-consult)</u> <u>specific notification (letter-box drop) prior to especially noisy activities</u> <u>comprehensive website information</u> <u>project information and construction</u> <u>response telephone line</u> <u>email distribution lists.</u>	
<u>NVC6</u>		<u>Noise intensive plant for construction activities, including ballast tampers would not be used during the night-time period (10pm to 7am) unless:</u>	<u>All</u>
		<input type="checkbox"/> <u>during a weekend rail possession or shut down</u>	
		<input type="checkbox"/> <u>a requirement of a road authority, emergency services or Sydney Coordination Office requires works to be undertaken during this period.</u>	
<u>NVC7</u>		<u>When working adjacent to schools, medical facilities and child care centres, particularly noisy activities would be scheduled outside normal working hours, where reasonable and feasible.</u>	<u>All</u>
<u>NVC8</u>		<u>When working adjacent to churches and places of worship, particularly noisy activities would be scheduled outside services, where reasonable and feasible.</u>	<u>All</u>
<u>NVC9</u>		<u>Alternative accommodation may be offered to residents living in close proximity to construction works where detailed construction planning identifies unreasonably high noise impacts over a prolonged period. Alternative accommodation arrangements would be offered and discussed with residents on a case-by-case basis.</u>	<u>All</u>
<u>NVC10</u>		<u>High noise and vibration generating activities including ballast tamping may only be carried out in continuous blocks, not exceeding 3 hours each, with a minimum respite period of one hour between each block and these works.</u>	<u>All</u>
<u>NVC11</u>		<u>Ongoing noise monitoring would be undertaken</u>	

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
		<u>during construction at sensitive receivers during critical periods (i.e. times when noise emissions are expected to be at their highest to identify and assist in managing high risk noise events.</u>	<u>All</u>
<u>NVC12</u>	<u>Vibration monitoring</u>	<u>Where vibration levels are predicted to exceed the vibration screening level, attended vibration monitoring would be carried out to ensure vibration levels remain below appropriate limits for that structure.</u>	<u>All</u>
<u>NVC13</u>	<u>Groundbourne noise</u>	<u>Reasonable and feasible measures would be implemented in accordance with the <i>Construction Noise and Vibration Strategy</i> to minimise groundbourne noise where exceedances are predicted.</u>	<u>All</u>
<u>NVC14</u>	<u>Utility adjustments/relocation works</u>	<u>Reasonable and feasible mitigation measures would be implemented where power supply works would result in elevated noise levels at receivers. This could include:</u> <input type="checkbox"/> <u>carrying out works during the daytime period when in the vicinity of residential receivers</u> <input type="checkbox"/> <u>where out of hours works are required, scheduling the noisiest activities to occur in the evening period (up to 10pm)</u> <input type="checkbox"/> <u>use of portable noise barriers around particularly noisy equipment.</u>	<u>All</u>
<u>NVC15</u>	<u>Road traffic noise</u>	<u>The routes for construction haulage vehicles and bus services associated with the Temporary Transport Strategy would be selected on the basis of compliance with the relevant road traffic noise criteria, where reasonable and feasible. Where compliance with the noise criteria is not possible, reasonable and feasible noise mitigation would be implemented.</u>	<u>All</u>
<u>NVC16</u>	<u>Out of Hours Work Strategy</u>	<u>An Out of Hours Work Strategy would be prepared, in consultation with the Environment Protection Authority, to guide the assessment, management, and approval of works outside recommended standard hours.</u>	<u>All</u>
<u>Non-Aboriginal heritage</u>			
<u>Design/pre-construction</u>			
<u>NAH1</u>	<u>Minimising impacts during design</u>	<u>The project design would minimise adverse impacts to heritage buildings, elements, fabric, spaces and vistas that contribute to the overall heritage significance of the Bankstown Line.</u>	<u>All heritage items</u>
<u>NAH2</u>		<u>The project design would maximise the retention and legibility of heritage buildings, structures, fabric, spaces and vistas that are individually significant and contribute to the overall heritage significance of the Bankstown Line.</u>	<u>All heritage items</u>
<u>NAH3</u>		<u>The project design would complement retained heritage buildings, elements, fabric, spaces and vistas to avoid outcomes that compromise the significance of these heritage items.</u>	<u>All heritage items</u>
<u>NAH4</u>		<u>The project design would be developed with</u>	<u>All heritage</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s) items</u>
		<u>guidance from an appropriately qualified and experienced conservation architect.</u>	
<u>NAH5</u>	<u>Reuse of retained items</u>	<u>Where heritage significant items or elements are to be retained within the operational area, an adaptive reuse strategy would be prepared by an appropriately qualified and experienced heritage architect.</u>	<u>All heritage items</u>
<u>NAH6</u>	<u>Interpretation</u>	<u>A Heritage Interpretation Plan would be prepared to document the development of the Bankstown Line and detail the history of each station and its contribution to both the Bankstown Line and the surrounding suburbs.</u> <u>Appropriate heritage interpretation would be incorporated in the design and would provide legible connection between stations.</u>	<u>AS</u> <u>Bankstown</u> <u>Parcels Office</u> <u>(former)</u>
<u>NAH7</u>	<u>Management of moveable heritage and heritage fabric</u>	<u>A moveable heritage item strategy would be prepared by an appropriately qualified and experienced heritage specialist in consultation with Sydney Trains, and would include a comprehensive record of significant railway elements to be impacted. This would include items contained within station and platform buildings as well as of any other significant equipment within the curtilage of the heritage railway stations.</u> <u>The moveable heritage item strategy would form part of the broader interpretation strategy.</u>	<u>AS apart from BA and Bankstown</u> <u>Parcels Office</u> <u>(former)</u>
<u>NAH8</u>	<u>Station Building repurposing and refreshing</u>	<u>Where significant buildings are to be re-purposed or refreshed:</u> <input type="checkbox"/> <u>the inherent character of the building should be retained with new additions, including form, palette and materiality, sympathetic to its heritage values.</u> <input type="checkbox"/> <u>a suitably qualified and experienced heritage architect should advise on appropriate materials and finishes which would be sympathetic to the heritage values of each individual station</u> <input type="checkbox"/> <u>the internal layout of the building should be retained where possible, and rooms should not be subdivided unless it can be completed without adverse impact and/or is reversible without any long term adverse impact</u> <input type="checkbox"/> <u>a significant element register should be prepared by a suitably qualified and experienced heritage architect. The register should list significant fabric, assess its condition, tolerance for change and recommend retention or salvage</u> <input type="checkbox"/> <u>where fabric of high significance is to be removed, adequate assessment should be carried out that outlines impact and justification in accordance with the Statements of Heritage Impact guidelines (NSW Heritage Council 2002)</u>	<u>All</u>
<u>NAH9</u>	<u>Design of new access stairs, concourses, canopies and lift shafts</u>	<u>The design and materials used for the construction of new access stairs, concourses, canopies and lift shafts should be as sympathetic as possible to the existing character of the stations with the aim of minimising visual impacts.</u>	<u>All</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
		<u>The design should use unobtrusive, modern, lightweight materials such as glass panelling and slim frame elements. The Design Review Panel should be consulted in regard to the design, form and material of these additions.</u>	
<u>NAH10</u>	<u>Design of platform re-levelling</u>	<u>Where platforms are re-levelled, door thresholds and steps should be accessible without raising or relocation of entries. Sub-floor ventilation should remain open to avoid long term impacts to the structures.</u>	<u>All</u>
<u>NAH11</u>	<u>Impacts to the Old Sugarmill</u>	<u>A landscape scheme would be prepared for the Old Sugarmill to re-instate planting within and close to the curtilage of the item. The scheme would consider appropriate period plants and trees. Any boundary wall treatment would be designed in consultation with a heritage architect.</u>	<u>Old Sugarmill</u>
<u>NAH12</u>	<u>Impacts to archaeology</u>	<u>The archaeological research design, including any mitigation measures identified in the Archaeological Assessment and Research Design report, would be implemented.</u>	<u>All</u>
<u>NAH13</u>	<u>Archival recording</u>	<u>Photographic archival recording would be carried out in accordance with the NSW Heritage Office's <i>How to Prepare Archival Records of Heritage Items</i> (1998), and <i>Photographic Recording of Heritage Items Using Film or Digital Capture</i> (2005).</u>	<u>AS Bankstown Parcels Office (former)</u>
<u>NAH14</u>	<u>Unexpected finds</u>	<u>An unexpected finds procedure would be developed and included in the construction heritage management plan.</u>	<u>All</u>
<u>Construction</u>			
<u>NAH15</u>	<u>Minimising impacts during construction</u>	<u>Methodologies for the removal of existing structures and construction of new structures would be developed and implemented during construction to minimise direct and indirect impacts to other elements within the curtilages of the heritage items, or to heritage items located in the vicinity of works.</u>	<u>All</u>
<u>NAH16</u>		<u>All retained heritage buildings, structures, fabric and moveable heritage items would be protected to avoid damage during works in the vicinity of these items, including from vibration. Retained significant buildings or elements susceptible to damage would be protected by hoardings or screens.</u>	<u>All</u>
<u>NAH17</u>		<u>Prior to construction commencing, a detailed inventory of all buildings, structures, fabric, spaces and vistas of heritage significance that are to be retained or removed would be prepared by appropriately qualified and experienced heritage specialists. The inventory must provide an assessment of the heritage impact based on the significance of each element and sub-element that comprises it and include recommendations for protection and conservation relative to the identified level of heritage significance.</u>	<u>All</u>
<u>NAH18</u>	<u>Unexpected finds</u>	<u>In the event that unexpected archaeological remains, relics, or potential heritage items are discovered.</u>	<u>All</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
		during construction, all works in the immediate area would cease, and the unexpected finds procedure would be implemented.	
<u>NAH19</u>	<u>Human skeleton material</u>	In the event that a potential burial site or potential human skeletal material is exposed during construction, the Transport for NSW Exhumation Management Plan would be implemented.	<u>All</u>
<u>NAH20</u>	<u>Works to heritage fabric</u>	All works to conserve, protect or remove significant heritage fabric would be undertaken by skilled tradespeople with experience working on heritage sites, in consultation with an appropriately qualified conservation heritage architect.	<u>AS</u> <u>Bankstown</u> <u>Parcels Office</u> <u>(former)</u>
<u>Operation</u>			
<u>NAH21</u>	<u>Conservation management</u>	A conservation management plan would be prepared for all State Heritage Register listed stations, in accordance with NSW Heritage Council guidelines. The plan would address any changes to the item, including updated assessment of significance of elements and recommendations on curtilage changes. It would also provide suggested site specific exemptions and management policies.	<u>MA, CA, BE</u>
<u>NAH22</u>		A conservation management strategy would be prepared for nominated Section 170 register listed stations not listed on the State Heritage Register, in accordance with NSW Heritage Council guidelines.	<u>DU, HP, CP, LA,</u> <u>WP, PB, BA</u>
<u>Aboriginal heritage</u>			
<u>Design/pre-construction</u>			
<u>AH1</u>	<u>Consultation</u>	Aboriginal stakeholder consultation would continue to be undertaken in accordance with <i>Aboriginal Cultural Heritage Consultation Requirements for Proponents</i> (DECC, 2010).	<u>All</u>
<u>AH2</u>	<u>Avoiding impacts to Aboriginal heritage</u>	The Aboriginal Cultural Heritage Assessment Report would be implemented.	<u>All</u>
<u>AH3</u>	<u>Managing impacts to identified PADs</u>	Archaeological test excavation (and salvage if required) would be carried out at S2B PAD02 at Punchbowl Station. Excavations would be conducted in accordance with the methodology outlined by the Aboriginal cultural heritage assessment report.	<u>S2B PAD02</u>
<u>AH4</u>	<u>Interpretation</u>	Appropriate Aboriginal heritage interpretation would be incorporated into the design in consultation with Aboriginal stakeholders.	<u>All</u>
<u>Construction</u>			
<u>AH5</u>	<u>Unexpected finds</u>	If potential Aboriginal items are uncovered during the works, all works in the immediate area would cease, and the unexpected finds procedure included in the construction heritage management plan would be implemented. During pre-work briefings, employees would be made aware of the unexpected finds procedures and obligations under the <i>National Parks and Wildlife Act 1974</i> .	<u>All</u>
<u>Land use and property</u>			

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
<u>Design/pre-construction</u>			
<u>LU1</u>	<u>Future planning</u>	<u>Sydney Metro would continue to work the Department of Planning and Environment, the Greater Sydney Commission, and the Inner West and Canterbury-Bankstown councils in relation to future planning for the Sydenham to Bankstown corridor.</u>	<u>All</u>
<u>LU2</u>		<u>Sydney Metro would work with the Department of Planning and Environment, Greater Sydney Commission, Canterbury-Bankstown Council and other key stakeholders to plan for the strategic transformation of the Bankstown CBD, including an investigation into the long-term development and viability of an underground station configuration.</u>	<u>BA</u>
<u>LU3</u>		<u>Sydney Metro would establish a working group with Canterbury-Bankstown Council to investigate improved precinct outcomes in the vicinity of Camosie Station.</u>	
<u>Construction</u>			
<u>LU4</u>	<u>Temporary use</u>	<u>Temporary use areas, including public open space, would be restored to their pre-existing condition (as a minimum) as soon as practicable following completion of construction. This would be undertaken in consultation with the relevant council and/or the landowner.</u>	<u>All</u>
<u>Socio-economic impacts</u>			
<u>Design/pre-construction</u>			
<u>SO1</u>	<u>Socio-economic impacts</u>	<u>Sydney Metro would continue to work with stakeholders and the community to ensure they are informed about the project and have opportunities to provide feedback to the project team.</u> <u>The existing community contact and information tools would remain in place throughout the duration of the project.</u> <u>Consultation prior to and during construction would involve the use of appropriate tools, including, but not limited to, tools such as community information sessions, forums, briefings, and displays; distribution of project materials in a variety of languages; door knocks; Place Managers; and site signage.</u>	<u>All</u>
<u>SO2</u>	<u>Community facilities</u>	<u>Prior to construction, consultation would be undertaken with sensitive community facilities (including aged care, childcare centres, educational institutions, and places of worship). Consultation would aim to identify and develop measures to manage the specific construction impacts for individual sensitive community facilities. These measures would be incorporated into the relevant management plans.</u>	<u>All</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
<u>Construction</u>			
<u>SO3</u>	<u>Community facilities and infrastructure</u>	<u>Access to community facilities and infrastructure would be maintained during construction, where possible. Where alternative access arrangements need to be made, these would be developed in consultation with relevant service providers, and communicated to users.</u>	<u>All</u>
<u>SO4</u>	<u>Employment</u>	<u>A workforce development plan would be prepared and implemented during construction, to support local employment and business opportunities, provide skills development, and increase workplace diversity.</u>	<u>All</u>
<u>Business impacts</u>			
<u>Design/pre-construction</u>			
<u>BI1</u>	<u>Managing construction impacts</u>	<u>A business management plan would be prepared and implemented during construction, to define the location specific measures and strategies to minimise impacts on individual businesses during construction.</u> <u>The plan would also include:</u> <input type="checkbox"/> <u>a business consultation forum</u> <input type="checkbox"/> <u>roles and responsibilities</u> <input type="checkbox"/> <u>monitoring, auditing, reporting, and complaints management procedures.</u>	<u>All</u>
<u>BI2</u>	<u>Supporting businesses during construction</u>	<u>The Sydney Metro City & Southwest Small Business Owners Support Program would be implemented to provide assistance to small business owners adversely impacted by construction. The program would be administered by a retail advisory/support panel established by Sydney Metro.</u>	<u>All</u>
<u>Landscape and visual impacts</u>			
<u>Design/pre-construction</u>			
<u>LV1</u>	<u>General visual impacts</u>	<u>The design would be guided by the Transport for NSW Around the Tracks – urban design for heavy and light rail.</u>	<u>All</u>
<u>LV2</u>		<u>Sydney Metro would work with the Inner West and Canterbury-Bankstown councils to identify relevant urban design principles, and deliver agreed urban design outcomes on council land, where reasonable and feasible.</u>	<u>All</u>
<u>LV3</u>		<u>Sydney Metro would prepare Station Design and Precinct Plans for each station. The plans would aim to ensure that the stations and facilities are sympathetic and complement local character, and are integrated with future plans for development. The plans would consider the following:</u> <input type="checkbox"/> <u>urban design context</u> <input type="checkbox"/> <u>sustainable design and maintenance</u> <input type="checkbox"/> <u>community safety, amenity and privacy, including 'safer by design' principles where relevant</u> <input type="checkbox"/> <u>opportunities for public art</u> <input type="checkbox"/> <u>landscaping and design opportunities to</u>	<u>AS</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
		<p><u>mitigate the visual impacts of rail infrastructure and operation facilities</u></p> <p><input type="checkbox"/> <u>incorporation of salvaged historic and artistic elements on the project design</u></p> <p><input type="checkbox"/> <u>details of where and how recommendations from the Design Review Panel have been considered in the plan.</u></p> <p><u>Documents to be considered by the plans include, but are not limited to:</u></p> <p><input type="checkbox"/> <u>Inner West Council's Dulwich Hill Station Precinct public domain master plan</u></p> <p><input type="checkbox"/> <u>Outcomes of the master plan for Bankstown Station.</u></p> <p><u>The plans would be prepared and implemented in consultation with the Department of Planning and Environment, Inner West and Canterbury-Bankstown councils, Chambers of Commerce, and the local community.</u></p>	
<u>LV4</u>	<u>Impacts to trees and screening vegetation</u>	<p><u>The management of trees during detailed design and construction planning would be guided by the project's Tree Management Strategy, which would be developed in consultation with councils and include consideration of relevant local plans and strategies. Where removal cannot be avoided, trees would be replaced in accordance with the Tree Management Strategy, including replacement of removed trees in a two for one ratio.</u></p> <p><u>Opportunities to retain and protect existing trees would be defined during detailed design and construction planning, in accordance with the project's Tree Management Strategy. The design would aim to reduce tree removal to the extent practicable, particularly where they contribute to screening vegetation or landscape character.</u></p>	<u>All</u>
<u>LV5</u>	<u>Light spill</u>	<u>Lighting would be designed in accordance with AS 4282 Control of the Obtrusive Effects of Outdoor Lighting. Lighting would be designed to minimise light spill and glare into adjoining areas.</u>	<u>All</u>
<u>LV6</u>	<u>Noise barriers and fencing</u>	<u>The selection of materials and colours for noise barriers and hoardings would aim to minimise their visual prominence.</u>	<u>Noise barrier locations</u>
<u>LV7</u>		<u>The use of transparent panels in noise barriers would be considered where views to local landscape features and district views would be obstructed.</u>	<u>Noise barrier locations</u>
<u>LV8</u>		<u>Fencing would be designed to be of a high quality urban finish near stations.</u>	<u>AS</u>
<u>LV9</u>	<u>Substations</u>	<p><u>The detailed design of the substations would ensure that they incorporate appropriate architectural treatments and landscaping to minimise the potential for visual impacts.</u></p> <p><u>Surrounding property owners would be consulted during design of the substations.</u></p>	<u>Substations</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
<u>Construction</u>			
<u>LV10</u>	<u>Visual impacts</u>	<u>A visual amenity management plan would be prepared and implemented during construction, to define the measures to minimise visual impacts during construction. The plan would include requirements in relation to construction site remediation.</u>	<u>All</u>
<u>LV11</u>		<u>Mitigation measures for landscape and visual impacts would be implemented as soon as feasible and reasonable after the commencement of construction, and remain for the duration of the construction period.</u>	<u>All</u>
<u>LV12</u>	<u>Impacts to trees</u>	<u>Trees to be retained would be protected prior to the commencement of construction in accordance with AS4970-2009 Protection of trees on development sites and the project's Tree Management Strategy.</u> <u>Any tree pruning would be undertaken in accordance with the project's Tree Management Strategy, guided by a tree report prepared by a qualified arborist.</u>	<u>All</u>
<u>LV13</u>	<u>Impacts from construction, including compounds and work sites</u>	<u>The design and maintenance of construction compound hoardings would aim to minimise visual amenity and landscape character impacts. Graffiti would be removed promptly, and public art opportunities would be considered.</u>	<u>All</u>
<u>LV14</u>		<u>The selection of materials and colours would aim to minimise their visual prominence.</u>	<u>All</u>
<u>LV15</u>		<u>Lighting of work areas, compounds and work sites would be oriented to minimise glare and light spill impact on adjacent receivers.</u>	<u>All</u>
<u>LV16</u>		<u>Following completion of construction, site restoration would be undertaken in accordance with the visual amenity management plan.</u> <u>Temporary impacts to public open space would be rehabilitated in consultation with the relevant local council and/or landowner.</u>	<u>All</u>
<u>Soils and contamination</u>			
<u>Design/pre-construction</u>			
<u>SC1</u>	<u>General soil and erosion management</u>	<u>Erosion and sediment control measures would be implemented in accordance with Managing Urban Stormwater: Soils and Construction Volume 1 (Landcom, 2004) and Managing Urban Stormwater: Soils and Construction Volume 2A (DECC, 2008). Measures would be designed as a minimum for the 80th percentile, five day rainfall event.</u>	<u>All</u>
<u>SC2</u>	<u>Acid sulfate soils</u>	<u>Prior to ground disturbance in high probability acid sulfate areas, testing would be carried out to determine the presence of acid sulfate soils. If acid sulfate soils are encountered, they would be managed in accordance with the Acid Sulfate Soil Manual (Acid Sulfate Soil Management Advisory Committee, 1998) and the Waste Classification</u>	<u>MA, CB, CP</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
<u>Guidelines - Part 4: Acid Sulfate Soils (EPA, 2014).</u>			
<u>SC3</u>	<u>Saline soils</u>	<u>Prior to ground disturbance in areas of potential soil salinity, testing would be carried out to confirm the presence of saline soils. If saline soils are encountered, they would be managed in accordance with <i>Site Investigations for Urban Salinity</i> (DLWC, 2002).</u>	<u>PB, BA</u>
<u>SC4</u>	<u>Contamination</u>	<u>WorkCover dangerous goods searches would be carried out for properties that have potential contamination near Belmore Station, to provide additional site characterisation and identify the risk of contamination in these areas.</u>	<u>BE</u>
<u>SC5</u>		<u>Prior to ground disturbance, a detailed contamination assessment would be undertaken in areas with a medium to high risk of contamination, to confirm the nature and extent of contamination, specific requirements for further investigation and remediation, and/or management requirements of any contamination.</u>	<u>MA, CP, BE, PB, BA</u>
<u>SC6</u>		<u>Hazardous materials surveys would be undertaken during detailed design for all proposed demolition activities, and for utility adjustments as required.</u>	<u>All</u>
<u>SC7</u>		<u>In the event a Remediation Action Plan is required, it would be developed in accordance with <i>Managing Land Contamination: Planning Guidelines SEPP 55 – Remediation of Land</i> (Department of Urban Affairs and Planning and Environment Protection Authority, 1998) and a NSW Environment Protection Authority Accredited site auditor would be engaged to audit the works.</u>	<u>MA, CP, BE, PB, BA</u>
<u>Construction</u>			
<u>SC8</u>	<u>Unexpected contamination</u>	<u>In the event that indicators of contamination are encountered during construction (such as odours or visually contaminated materials), work in the area would cease, and the finds would be managed in accordance with the unexpected contamination finds procedure.</u>	<u>All</u>
<u>Operation</u>			
<u>SC9</u>	<u>Soil erosion and sedimentation</u>	<u>During any maintenance work where soils are exposed, sediment and erosion control devices would be installed in accordance with <i>Managing Urban Stormwater: Soils and Construction</i> (Landcom, 2004).</u>	<u>All</u>
<u>Hydrology, flooding and water quality</u>			
<u>Design/pre-construction</u>			
<u>FHW1</u>	<u>Stormwater runoff</u>	<u>Where feasible and reasonable, detailed design would result in no net increase in stormwater runoff rates in all storm events, unless it can be demonstrated that increased runoff rates as a result of the project would not increase downstream flood risk.</u>	<u>All</u>
<u>FHW2</u>	<u>Flooding</u>	<u>Detailed design of the project would, as required at</u>	<u>BA</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
		<u>Bankstown between Stacey Street and Marion Street, take into account the impact of overland flooding for the full range of floods events up to the Probable Maximum Flood level.</u>	
<u>FHW3</u>	<u>Water quality</u>	<u>The project would be designed in accordance with water quality design criteria based on the <i>Water Sensitive Urban Design Guideline (Roads and Maritime, 2017)</i> to ensure there is minimal potential for water quality impacts, including incorporating water sensitive urban design elements.</u>	<u>All</u>
<u>FHW4</u>	<u>Water quality monitoring</u>	<u>A construction water quality monitoring program would be developed and would commence prior to construction, to monitor water quality at identified discharge points.</u> <u>The program would include relevant water quality objectives, parameters, and criteria and specific monitoring locations identified in consultation with DPI (Water) and the EPA.</u>	<u>All</u>
<u>Construction</u>			
<u>FHW5</u>	<u>Flooding</u>	<u>Detailed construction planning would consider flood risk for all compounds and work sites. This would include identification of measures to not worsen existing flooding characteristics.</u> <u>Not worsen is defined as:</u> <input type="checkbox"/> <u>a maximum increase in flood levels of 50 mm in a one per cent AEP event</u> <input type="checkbox"/> <u>a maximum increase in time of inundation of one hour in a one per cent AEP event</u> <input type="checkbox"/> <u>no increase in the potential for soil erosion and scouring from any increase in flow velocity in a one per cent AEP flood event.</u>	<u>All</u>
<u>FHW6</u>		<u>The site layout and staging of construction activities would:</u> <input type="checkbox"/> <u>avoid or minimise obstruction of overland flow paths and limit the extent of flow diversion required</u> <input type="checkbox"/> <u>consider how works would affect the existing stormwater network such that alternatives are in place prior to any disconnection or diversion of stormwater infrastructure.</u>	<u>All</u>
<u>FHW7</u>	<u>Watercourse impacts</u>	<u>Works within or near watercourses (including the Cooks River) would be undertaken with consideration given to the NSW Office of Water's guidelines for controlled activities.</u>	<u>All</u>
<u>FHW8</u>	<u>Water quality</u>	<u>Erosion and sediment mitigation measures would be installed and maintained for the duration of the construction period.</u>	<u>All</u>
<u>FHW9</u>	<u>Water quality monitoring</u>	<u>The water quality monitoring program would continue during construction, to monitor water quality at identified discharge points.</u>	<u>All</u>
<u>FHW10</u>		<u>Discharges from construction water treatment devices would be monitored to ensure compliance with the discharge criteria in the environment protection licence.</u>	<u>All</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
<u>Operation</u>			
<u>FHW11</u>	<u>Water quality</u>	<u>Operational water discharges would be managed in accordance with the water quality management requirements specified in the environment protection licence.</u>	<u>All</u>
<u>Biodiversity</u>			
<u>Design/pre-construction</u>			
<u>B1</u>	<u>Direct impacts to biodiversity</u>	<u>Detailed design and construction planning would avoid direct impacts to vegetation mapped as threatened ecological communities or native plant community types, specifically Downy Wattle, Turpentine - Grey Ironbark open forest on shale, Degraded Turpentine - Grey Ironbark open forest on shale and Broad-leaved Ironbark – Grey Box.</u>	<u>All</u>
<u>B2</u>		<u>Pre-clearing surveys and inspections for endangered and threatened flora and fauna species would be undertaken by qualified ecologists prior to any clearing occurring. The surveys and inspections, and any subsequent relocation of species, would be undertaken in accordance with the measures provided in the biodiversity assessment report.</u>	<u>All</u>
<u>Construction</u>			
<u>B3</u>	<u>Direct impacts to biodiversity</u>	<u>Areas of biodiversity value outside the project area would be marked on plans, and fenced or signposted where practicable, to prevent unnecessary disturbance.</u>	<u>All</u>
<u>B4</u>		<u>Impacts to Downy Wattle, Turpentine - Grey Ironbark open forest on shale, Degraded Turpentine - Grey Ironbark open forest on shale and Broad-leaved Ironbark – Grey Box would be avoided. The locations of these species and communities would be marked on plans, fenced on site, and avoided.</u>	<u>All</u>
<u>B5</u>		<u>Equipment storage and stockpiling would be restricted to identified compound sites and already cleared land.</u>	<u>All</u>
<u>B6</u>		<u>A trained ecologist would be present during the clearing of native vegetation or removal of potential fauna habitat to avoid impacts on resident fauna and to salvage habitat resources as far as is practicable.</u>	<u>All</u>
<u>B7</u>	<u>Management of weeds</u>	<u>Priority weeds would be managed in accordance with the Biosecurity Act 2015. Weeds of national environmental significance would be managed in accordance with the Weeds of National Significance Weed Management Guide.</u>	<u>All</u>
<u>Operation</u>			
<u>B8</u>	<u>Management of weeds</u>	<u>Annual inspections would be undertaken for weed infestations and to assess the need for control measures.</u>	<u>All</u>
<u>B9</u>		<u>Any outbreak of priority weeds and/or weeds of national environmental significance would be managed in accordance with the relevant</u>	<u>All</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u> <u>guidelines.</u>	<u>Relevant</u> <u>location(s).</u>
<u>B10</u>	<u>Threatened species</u> <u>and habitats</u>	<u>Sydney Metro would take necessary steps to</u> <u>locate and protect threatened species and habitats</u> <u>where they occur inside the Sydenham to</u> <u>Bankstown rail corridor. Suitable protection</u> <u>measures would include fencing, signage and</u> <u>other measures where this would not impede the</u> <u>safe maintenance and operation of trains and</u> <u>related infrastructure.</u>	<u>All</u>
<u>Air quality</u>			
<u>Design/pre-construction</u>			
<u>AQ1</u>	<u>Air quality impacts</u>	<u>An air quality management plan would be</u> <u>prepared and implemented during construction, to</u> <u>define the measures to minimise air quality</u> <u>impacts during construction.</u>	<u>All</u>
<u>Sustainability And Climate Change</u>			
<u>Design/pre-construction</u>			
<u>SCC1</u>	<u>Sustainability</u>	<u>Sustainability initiatives and targets would be</u> <u>reviewed and incorporated into the detailed design</u> <u>to support the achievement of the project's</u> <u>sustainability objectives.</u> <u>A best practice level of performance would be</u> <u>targeted using relevant sustainability rating tools</u> <u>e.g. ISCA as built 'excellent' level rating.</u>	<u>All</u>
<u>SCC2</u>		<u>A sustainable procurement strategy would be</u> <u>developed and implemented to apply to Principal</u> <u>Contractors, their subcontractors and their</u> <u>suppliers.</u>	<u>All</u>
<u>SCC3</u>		<u>A workforce development and industry</u> <u>participation strategy would be developed covering</u> <u>both construction and operation.</u>	
<u>SCC4</u>	<u>Climate change</u>	<u>The need for climate change risk treatments would</u> <u>be assessed and incorporated into the detailed</u> <u>design, where required.-</u>	<u>All</u>
<u>SCC5</u>	<u>Greenhouse gas</u> <u>emissions</u>	<u>An iterative process of greenhouse gas assessments</u> <u>and design refinements would be carried out during</u> <u>detailed design and construction to identify</u> <u>opportunities to minimise greenhouse gas</u> <u>emissions.</u> <u>Performance would be measured in terms of a</u> <u>percentage reduction in greenhouse gas</u> <u>emissions from a defined reference footprint.</u>	<u>All</u>
<u>Construction</u>			
<u>SCC6</u>	<u>Sustainability</u>	<u>Sustainability reporting (and corrective action</u> <u>where required) would be undertaken during</u> <u>construction.</u>	<u>All</u>
<u>SCC7</u>		<u>The construction workforce development plan</u> <u>would be implemented.</u>	<u>All</u>
<u>SCC8</u>	<u>Greenhouse gas</u> <u>emissions</u>	<u>25 per cent of the greenhouse gas emissions</u> <u>associated with consumption of electricity during</u> <u>construction would be offset.</u>	<u>All</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
<u>Operation</u>			
<u>SCC9</u>	<u>Sustainability</u>	<u>Prior to operation commencing, sustainability initiatives would be reviewed and updated, and relevant initiatives would be implemented to support the achievement of the project's sustainability objectives.</u>	<u>All</u>
<u>SCC10</u>		<u>The operation workforce development plan would be implemented.</u>	<u>All</u>
<u>SCC11</u>	<u>Climate change risks</u>	<u>Periodic review of climate change risks would be carried out to ensure ongoing resilience to the impacts of climate change.</u>	<u>All</u>
<u>SCC12</u>	<u>Greenhouse gas emissions</u>	<u>100 per cent of the greenhouse gas emissions associated with consumption of electricity during operation would be offset.</u>	<u>All</u>
<u>Hazards, risks and safety</u>			
<u>Design/pre-construction</u>			
<u>HRS1</u>	<u>Public safety</u>	<u>A hazard analysis would be undertaken during the detailed design stage to identify risks to public safety from the project, and how these can be mitigated through safety in design.</u>	<u>All</u>
<u>HRS2</u>	<u>Electric and magnetic fields</u>	<u>Substations would be designed to ensure that electric and magnetic fields remain within the limits set by the following guidelines:</u> <ul style="list-style-type: none"> <input type="checkbox"/> <u>RHS 30 (Radiation Health Series 30). Interim Guidelines on Limits of Exposure to 50/60Hz Electric & Magnetic Fields (1989). National Health and Medical Research Council</u> <input type="checkbox"/> <u>RPS 3 (Radiation Protection Series No.3). Maximum Exposure Levels to Radiofrequency Fields – 3 kHz to 300 GHz (2002). Australian Radiation Protection and Nuclear Safety Agency (ARPANSA)</u> <input type="checkbox"/> <u>AS/NZS 2344:1997 and Amdt 1:2006 Limits of electromagnetic interference from overhead a.c. powerlines and high voltage equipment installations in the frequency range 0.15 to 1000 MHz.</u> <u>During commissioning of the substations, monitoring would be undertaken to determine the electric and magnetic field levels. Should exceedances of the criteria be found, measures to reduce these exceedances would be implemented.</u>	<u>SS</u>
<u>HRS3</u>	<u>Utilities</u>	<u>All utilities adjustments or relocation would be undertaken in accordance with the Utilities Management Framework.</u>	<u>All</u>
<u>Construction and operation</u>			
<u>HRS4</u>	<u>Hazardous materials and substances</u>	<u>All hazardous substances that may be required for construction and operation would be stored and managed in accordance with the Storage and Handling of Dangerous Goods Code of Practice (WorkCover NSW, 2005) and the Hazardous and Offensive Development Application Guidelines: Applying SEPP 33 (Department of Planning.</u>	<u>All</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
		<u>2011).</u>	
	<u>Waste management</u>		
	<u>Design/pre-construction</u>		
<u>WM1</u>	<u>Waste generation and recycling</u>	<u>Detailed design would include measures to minimise excess spoil generation. This would include a focus on optimising the design to minimise spoil volumes, and the reuse of material on-site.</u>	<u>All</u>
<u>WM2</u>		<u>A recycling target of at least 90 per cent would be adopted.</u>	<u>All</u>
	<u>Construction</u>		
<u>WM3</u>	<u>Waste and spoil management</u>	<u>Spoil would be managed in accordance with the spoil management hierarchy.</u>	<u>All</u>
<u>WM4</u>		<u>Target 100 per cent reuse of reusable spoil.</u>	<u>All</u>
<u>WM5</u>		<u>Construction waste would be minimised by accurately calculating materials brought to the site and limiting materials packaging.</u>	<u>All</u>
<u>WM6</u>		<u>All waste would be assessed, classified, managed and disposed of in accordance with the Waste Classification Guidelines (EPA, 2014).</u>	<u>All</u>
<u>WM7</u>		<u>Waste segregation bins would be located at various locations within the project area, if space permits, to facilitate segregation and prevent cross contamination.</u>	<u>All</u>
	<u>Cumulative impacts</u>		
	<u>Pre-construction and construction</u>		
<u>CI1</u>	<u>Cumulative impacts</u>	<u>Sydney Metro would manage and co-ordinate the interface with projects under construction at the same time. Co-ordination and consultation with the following stakeholders would occur, where required:</u> <ul style="list-style-type: none"> <input type="checkbox"/> <u>Department of Planning and Environment</u> <input type="checkbox"/> <u>Roads and Maritime Services</u> <input type="checkbox"/> <u>Sydney Trains</u> <input type="checkbox"/> <u>NSW Trains</u> <input type="checkbox"/> <u>Sydney Buses</u> <input type="checkbox"/> <u>Inner West Council</u> <input type="checkbox"/> <u>Canterbury-Bankstown Council</u> <input type="checkbox"/> <u>Sydney Motorways Corporation</u> <input type="checkbox"/> <u>emergency service providers</u> <input type="checkbox"/> <u>utility providers</u> <input type="checkbox"/> <u>construction contractors.</u> <u>Co-ordination and consultation with these stakeholders would include:</u> <ul style="list-style-type: none"> <input type="checkbox"/> <u>provision of regular updates to the detailed construction program, construction sites and haul routes</u> <input type="checkbox"/> <u>identification of key potential conflict points with other construction projects</u> <input type="checkbox"/> <u>developing mitigation strategies in order to</u> 	<u>All</u>

<u>ID</u>	<u>Impact</u>	<u>Mitigation measures</u>	<u>Relevant location(s)</u>
		<p><u>manage conflicts. Depending on the nature of the conflict, this could involve:</u></p> <ul style="list-style-type: none"> <u>adjustments to the construction program, work activities or haul routes; or adjustments to the program, activities or haul routes of Sydney Metro or other construction projects</u> <u>co-ordination of traffic management arrangements between projects.</u> 	

Attachment 3 – Assumed Low Impact Activities

<u>Chainage type</u>	<u>CSR type in chainage</u>	<u>Chainage Start</u>	<u>Chainage Finish</u>	<u>Caveats</u>
<u>Up Metro Chainage</u>	<u>CSR - GST on 3m tall High Security Fence</u>	<u>6km 740</u>	<u>~6km 880*</u>	<u>*CSR installation works ceasing outside of the Marrickville Station Catchment Archaeological Management boundary.</u>
<u>Down Metro Chainage</u>	<ul style="list-style-type: none"> <u>•CSR - GST on posts single side</u> <u>•CSR -GST & GLT (Non Trafficable) Transition)</u> <u>•CSR - GST with transition spans and bridges</u> 	<u>~7km 420*</u>	<u>7km 800</u>	<u>*CSR installation works commencing outside of the Marrickville Station Catchment Archaeological Management boundary.</u>
<u>Down Metro Chainage</u>	<u>•CSR - Service relocations (Sydney Trains)</u>	<u>8km 040</u>	<u>8km 090</u>	
<u>Down Metro Chainage</u>	<u>•CSR - GST on posts single side</u>	<u>8km 120</u>	<u>8km 380</u>	<u>Section subject to whether there is requirement to remove trees.</u>
<u>Down Metro Chainage</u>	<ul style="list-style-type: none"> <u>•CSR - GST on posts single side</u> <u>•CSR - Pit & Pipe buried route</u> <u>•CSR - GST with transition spans and bridges</u> 	<u>8km 720</u>	<u>8km 820</u>	
<u>Down Metro Chainage</u>	<ul style="list-style-type: none"> <u>•CSR - GST on posts single side</u> <u>•CSR - GST with transition spans and bridges</u> 	<u>8km 820</u>	<u>9km 130</u>	<u>Section subject to whether there is requirement to remove trees.</u>
<u>Down Metro</u>	<u>•CSR - GST on</u>	<u>9km 700</u>	<u>10km 060</u>	

<u>Chainage type</u>	<u>CSR type in chainage</u>	<u>Chainage Start</u>	<u>Chainage Finish</u>	<u>Caveats</u>
<u>Chainage</u>	posts single side •CSR - GST & GLT (Non Trafficable Transition) •CSR - GST with transition spans and bridges			
<u>Down Metro Chainage</u>	•CSR - Pit & Pipe buried route •CSR - GST with transition spans and bridges	<u>10km 130</u>	<u>10km 170</u>	
<u>Down Metro Chainage</u>	•CSR - GST on posts single side •CSR - Pit & Pipe buried route	<u>10km 340</u>	<u>10km 430</u>	
<u>Down Metro Chainage</u>	•CSR - GST on posts single side	<u>11km 810</u>	<u>11km 860</u>	
<u>Down Metro Chainage</u>	•CSR - GST on posts single side •CSR - Service relocations (Sydney Trains)	<u>12km 500</u>	<u>12km 630</u>	

Schedule 11

Amendments to Schedule E4

Schedule E4 is amended as set out in the attached mark-up against the form of Schedule E4 transmitted to the SSJ Contractor via Teambinder on 22 November 2018 with Transmittal/Contract Notice Reference number SMCSWSSJ-SMD-TX-002045 / SMCSWSSJ-SMD-SSJ-SMD-CN-000363.

SCHEDULE E4. – REQUIREMENTS OF THIRD PARTY AGREEMENTS

(Clause 1.1 and 3.6)

1. NO LIMITATION ON CONTRACT

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

2. GLOBAL SIA

(a) The SSJ Contractor:

(i) acknowledges that the Principal has entered into the Global Safety Interface Agreement dated 28 June 2013 with Sydney Trains (**Global SIA**); and

(ii) must, in performing, the SSJ Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Global SIA as if it were named as the Principal in the Global SIA so as to ensure that the Principal is able to fully meet those obligations under the Global SIA or otherwise at law except to the extent that the table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the SSJ Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 2(a)(ii)(A) of this Schedule E4;

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

(iv) may not exercise any of the Principal's discretions or rights under the Global SIA unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

(b) Where the Global SIA provides that the Principal must ensure that the SSJ Contractor will do something or comply with an obligation the SSJ Contractor must, in performing the SSJ Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2(a)(ii) as if it was stated to be an obligation of the Principal.

(c) Where the Global SIA provides for the Principal to provide a document, notice or information to Sydney Trains, the SSJ Contractor:

(i) must not provide any such document, notice or information directly to Sydney Trains; and

(ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Principal within sufficient time for the Principal to review and comment on the document,

Schedule 11

Amendments to Schedule E4

Schedule E4 is amended as set out in the attached mark-up against the form of Schedule E4 transmitted to the SSJ Contractor via Teambinder on 22 November 2018 with Transmittal/Contract Notice Reference number SMCSWSSJ-SMD-TX-002045 / SMCSWSSJ-SMD-SSJ-SMD-CN-000363.

notice or information and provide it to Sydney Trains within the time period required by the Global SIA.

- (d) The SSJ Contractor must, in carrying out the SSJ Contractor's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Global SIA or other requirements of Sydney Trains;
 - (ii) ensure that no act or omission of the SSJ Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Trains under the Global SIA or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Global SIA.
- (e) Whenever, pursuant to the terms of the Global SIA, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Trains under any clause of the Global SIA then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the SSJ 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 the Global SIA in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Contract.
- (f) The SSJ Contractor acknowledges that to the extent that the Global SIA contains a provision pursuant to which Sydney Trains is stated to make no representation as to a state of affairs, the SSJ Contractor agrees that the Principal similarly makes no representation to the SSJ Contractor in respect of that state of affairs in the same way as if the relevant terms of the Global SIA were set out fully in this Contract.
- (g) Nothing in the Global SIA or this Schedule E4 limits the Principal's rights or the SSJ Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this Contract.
- (h) The SSJ Contractor must indemnify the Principal from and against any claim by Sydney Trains or any Liability of the Principal to Sydney Trains arising out of or in any way in connection with the Global SIA to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the SSJ Contractor's Activities:
 - (i) provided that the SSJ Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and
 - (ii) except to the extent it is limited in this Schedule E4.
- (i) The SSJ Contractor:
 - (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule E4; and
 - (B) any acts or omissions of Sydney Trains or its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 16) arising out of or in any way in connection with:

- (A) the risks referred to in clause 2(i)(i) of this Schedule E4; or
- (B) any acts or omissions of Sydney Trains or its employees, agents, contractors or officers.

Clause	Title	Extent of the Principal's responsibility for the clause specified
3.1(c)	Identifying and assessing risks	The Principal will be responsible for the obligations under this clause, provided that the SSJ Contractor must provide a representative to attend any joint risk workshops if required by the Principal.
3.1(e)	Identifying and assessing risks	The Principal will be responsible for the obligations under this clause, except to the extent that the SSJ Contractor must provide all information reasonably requested by the Principal (and in the time requested by the Principal) in connection with the performance of the Principal's obligations under clause 3.1 of the Global SIA.
3.2(a)(i)	Managing risks	All
3.3(a)	Change to risks	All
3.3(b)	Change to risks	All
3.4	Notification of incidents	All
3.5	Register of interface agreements	All
4(a)	Access	<p>The Principal will be responsible for the obligations under this clause only to the extent that they relate to infrastructure or land other than:</p> <ul style="list-style-type: none"> (a) the Construction Site and any other areas affected by the SSJ Contractor's Activities; (b) the Project Works and the Temporary Works; or (c) any other place where any part of the SSJ Contractor's Activities is being carried out (including Extra Land).
4(b)	Access	All
5(a)	Dispute resolution	All
5(b)	Dispute resolution	Without limiting clause 9 of this Schedule E4, the Principal will be responsible for complying with all of the obligations under this clause,

Clause	Title	Extent of the Principal's responsibility for the clause specified
		except to the extent that the SSJ Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with an Issue under this clause.
6.2	Costs	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule E4.

3. DRAFT DEED OF AMENDMENT TO THE SYDNEY TRAINS TRANSITION AGREEMENT

(a) The SSJ Contractor:

(i) acknowledges that the Principal ~~has entered~~will enter into a Deed of Amendment to the following agreements with Sydney Trains and Rail Corporation New South Wales:

- (A) Sydney Trains Transition Agreement; and
- (B) the "Scope of Works and Access Schedule for Sydenham Station and Junction Works" in accordance with clause 23 of the Sydney Trains Transition Agreement (**SSJ Scope of Works and Access Schedule**)

(together being the **Sydney Trains Transition Agreement**) and acknowledges that the terms of the Sydney Trains Transition Agreement must be read so as to include the SSJ Scope of Works and Access Schedule in order to determine the obligations of the parties under the Sydney Trains Transition Agreement and the obligations of the SSJ Contractor under this Schedule E4; and

(ii) must, in performing, the SSJ Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Sydney Trains Transition Agreement as if it were named as the Principal in the Sydney Trains Transition Agreement so as to ensure that the Principal is able to fully meet those obligations under the Sydney Trains Transition Agreement or otherwise at law except to the extent that the table below:

- (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
- (bb) limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the SSJ Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 3(a)(ii)(A) of this Schedule E4;

- (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
- (iv) may not exercise any of the Principal's discretions or rights under the Sydney Trains Transition Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) Where the Sydney Trains Transition Agreement provides that the Principal must ensure that the SSJ Contractor will do something or comply with an obligation, the SSJ Contractor must, in performing the SSJ Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 3(a)(ii) as if it was stated to be an obligation of the Principal.
- (c) The SSJ Contractor acknowledges that the Sydney Trains Transition Agreement provides for works to be undertaken for and on behalf of TfNSW that do not form part of the SSJ Contractor's Activities and nothing in this clause 3 of this Schedule E4 imposes obligations on the SSJ Contractor in relation to any Foundation Infrastructure Works Contract other than the SSJ Contract (as those terms are defined in the Sydney Trains Transition Agreement).
- (d) Where the Sydney Trains Transition Agreement provides for the Principal to provide a document, notice or information to Sydney Trains or RailCorp, the SSJ Contractor:
 - (i) subject to clause 3(d)(iii) of this Schedule E4, must not provide any such document, notice or information directly to Sydney Trains or RailCorp;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Sydney Trains or RailCorp within the time period required by the Sydney Trains Transition Agreement; and
 - (iii) for the purposes of:
 - (A) clause 26.2(a) of the Sydney Trains Transition Agreement ; and
 - (B) clauses 10.4(c) and 10.11(d) of this Contract,must submit the documentation directly to Sydney Trains.
- (e) The SSJ Contractor must, in carrying out the SSJ Contractor's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Sydney Trains Transition Agreement or other requirements of Sydney Trains;
 - (ii) ensure that no act or omission of the SSJ Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Trains under the Sydney Trains Transition Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Sydney Trains Transition Agreement.
- (f) Whenever, pursuant to the terms of the Sydney Trains Transition Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Trains under any clause of the Sydney Trains Transition Agreement then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the SSJ 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 the Sydney Trains Transition 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 Contract.

- (g) The SSJ Contractor acknowledges that to the extent that the Sydney Trains Transition Agreement contains a provision pursuant to which Sydney Trains is stated to make no representation as to a state of affairs, the SSJ Contractor agrees that the Principal similarly makes no representation to the SSJ Contractor in respect of that state of affairs in the same way as if the relevant terms of the Sydney Trains Transition Agreement were set out fully in this Contract.
- (h) Nothing in the Sydney Trains Transition Agreement or this Schedule E4 limits the Principal's rights or the SSJ Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this Contract.
- (i) The SSJ Contractor must indemnify the Principal from and against any claim by Sydney Trains against the Principal or any Liability of the Principal to Sydney Trains arising out of or in any way in connection with the Sydney Trains Transition Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the SSJ Contractor's Activities:
- (i) provided that the SSJ Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and
- (ii) except to the extent it is limited in this Schedule E4.
- (j) The SSJ Contractor:
- (i) bears the full risk of:
- (A) it complying with the obligations under this Schedule E4; and
- (B) any acts or omissions of Sydney Trains or its employees, agents, contractors or officers; and
- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 16) arising out of or in any way in connection with:
- (A) the risks referred to in clause 3(j)(i) of this Schedule E4; or
- (B) any acts or omissions of Sydney Trains or its employees, agents, contractors or officers.
- (k) Terms used in the table below that are capitalised but are not defined in this Contract have the same meaning as in the Sydney Trains Transition Agreement.

Draft Deed of Amendment to the Sydney Trains Transition Agreement

Clause	Title	Extent of the Principal's responsibility for the clause specified
2	Associated Agreements	All
5.1(b)	Accreditation	All

Clause	Title	Extent of the Principal's responsibility for the clause specified
6.1	Independent Selection Certifier	All
6.2(a)	Independent Appointment Certifier	All
6.2(b)	Independent Appointment Certifier	All
7.1(d) 7.1(e) 7.1(f)	Track Possessions	All
7.3	General requirements and indemnity for Track Possessions	All
8.1	Grant of Construction Leases	The Principal's obligations are limited to accepting the grant, and complying with the terms of construction leases granted in relation to any Metro Lease Area (as that term is defined in the Sydney Trains Transition Agreement) to the extent specified in the SSJ Scope of Works and Access Schedule table set out below.
10.4(c)	Representative on-call	All
11	Information to be provided by Sydney Trains	All
17	Insurance	The Principal's obligations under this clause are limited to effecting the insurances required to be effected under clause 18.3 of this deed and providing the proof of such insurances required under subclause (c) of this clause..
18	Dispute Resolution	Without limiting clause 9 of this Schedule E4, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SSJ Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.

Clause	Title	Extent of the Principal's responsibility for the clause specified
20	Transport Restructures	All
23.1	Application of Agreement to Construction Infrastructure Works	All
23.2	Scope of Works and Access Schedule	All
25.2	Approvals	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
26.3(d)	Process for review and comment	The Principal retains responsibility for the obligations under this clause except to the extent the SSJ Contractor is directed to amend the relevant Design Documentation in accordance with a comment made by Sydney Trains in accordance with clause 26.3(b) as a Change.
26.3(e)	Process for review and comment	All
26.4(g)	Review of Relevant Design Documents for the final Review Stage	The Principal will be responsible for the obligations under this clause, except that the SSJ Contractor must provide any information and advice the Principal requires to enable the Principal to fulfil its obligation under this clause.
27	Initial Condition Reports and Dilapidation Surveys	<p>The Principal's obligations under this clause are limited to:</p> <ul style="list-style-type: none"> (a) appointing the Condition Consultant; (b) providing instructions to the Condition Consultant; and <p>The SSJ Contractor must comply with all other obligations of the Principal under clause 27 of the Sydney Trains Transition Agreement (including payment of the Condition Consultant's costs) in accordance with the terms of this Schedule E4.</p>

Draft Deed of Amendment to the SSJ Scope of Works and Access Schedule

Clause	Title	Extent of the Principal's responsibility for the clause specified
Annexure B Clause 3	Rent	All
Annexure B Clause 8	Acquisition of Metro Lease Area by the Principal	All
Annexure B Clause 9	Default and Termination	All
Annexure G Clause 4(b)	Indemnity	The Principal retains responsibility for the obligations under this clause to the extent that the SSJ Contractor would not otherwise be liable to the Principal under this Contract if this clause 4(b) did not exist.
Annexure G Clause 4(c)	Indemnity	Without limiting clause 9 of this Schedule E4, the Principal will be responsible for complying with the obligations under this clause. The SSJ Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with the procedure under this clause.

4. SYDNEY WATER INTERFACE DEED

- (a) The SSJ Contractor:
- (i) acknowledges that the Principal has entered into a deed with Sydney Water Corporation (**Sydney Water**) on the terms of the "Sydney Metro Program SWC Interface Deed" (**Sydney Water Interface Deed**); and
 - (ii) must, in performing, the SSJ Contractor's Activities:
 - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Sydney Water Interface Deed as if it were named as the Principal in the Sydney Water Interface Deed so as to ensure that the Principal is able to fully meet those obligations under the Sydney Water Interface Deed or otherwise at law except to the extent that the table below:

- (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to the SSJ Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 4(a)(ii)(A) of this Schedule E4;
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the Sydney Water Interface Deed unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) The SSJ Contractor acknowledges that the Sydney Water Interface Deed provides for works to be undertaken for and on behalf of TfNSW that do not form part of the SSJ Contractor's Activities and nothing in this clause 4 imposes obligations on the SSJ Contractor in relation to:
- (i) the works forming part of the TSE Package, or any Future Project the subject of Design and Construction Requirements (as those terms are defined in the Sydney Water Interface Deed) added in accordance with clause 2.5(c)(iii)(B) of the Sydney Water Interface Deed;
 - (ii) any Construction Area or Operations and Maintenance Requirements (as those terms are defined in the Sydney Water Interface Deed) relevant to the TSE Package or added in accordance with clause 2.5(c)(iii)(C) of the Sydney Water Interface Deed.
- (c) Where the Sydney Water Interface Deed provides that the Principal must ensure that the SSJ Contractor will do something or comply with an obligation, the SSJ Contractor must in performing the SSJ Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 4(a)(ii) as if it was stated to be an obligation of the Principal.
- (d) Where the Sydney Water Interface Deed provides for the Principal to provide a document, notice or information to Sydney Water, the SSJ Contractor:
- (i) subject to clause 3(d)(iii), must not provide any such document, notice or information directly to Sydney Water;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Principal within sufficient time for the Principal to review and comment on the document, notice or information and provide it to Sydney Water within the time period required by the Sydney Water Interface Deed; and
 - (iii) for the purposes of:
 - (A) clause 17.1 of the Sydney Water Interface Deed; and
 - (B) clauses 11.4(c) and 11.11(d) of this Contract,must submit the documentation directly to Sydney Water.

- (e) The SSJ Contractor must, in carrying out the SSJ Contractor's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Sydney Water Interface Deed or other requirements of Sydney Water;
 - (ii) ensure that no act or omission of the SSJ Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Water under the Sydney Water Interface Deed or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Sydney Water Interface Deed.
- (f) Whenever, pursuant to the terms of the Sydney Water Interface Deed, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Water under any clause of the Sydney Water Interface Deed then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the SSJ 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 the Sydney Water Interface Deed in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Contract.
- (g) The SSJ Contractor acknowledges that to the extent that the Sydney Water Interface Deed contains a provision pursuant to which Sydney Water is stated to make no representation as to a state of affairs, the SSJ Contractor agrees that the Principal similarly makes no representation to the SSJ Contractor in respect of that state of affairs in the same way as if the relevant terms of the Sydney Water Interface Deed were set out fully in this Contract.
- (h) Nothing in the Sydney Water Interface Deed or this Schedule E4 limits the Principal's rights or the SSJ Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this Contract.
- (i) The SSJ Contractor must indemnify the Principal from and against any claim by Sydney Water against the Principal or any Liability of the Principal to Sydney Water arising out of or in any way in connection with the Sydney Water Interface Deed to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the SSJ Contractor's Activities:
 - (i) provided that the SSJ Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and

- (ii) except to the extent it is limited in this Schedule E4.
- (j) The SSJ Contractor:
- (i) bears the full risk of:
- (A) it complying with the obligations under this Schedule E4; and
- (B) any acts or omissions of Sydney Water or its employees, agents, contractors or officers; and
- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 16) arising out of or in any way in connection with:
- (A) the risks referred to in clause 4(j)(i) of this Schedule E4; or
- (B) any acts or omissions of Sydney Water or its employees, agents, contractors or officers.
- (k) Terms used in the table below that are capitalised but are not defined in this Contract have the same meaning as in the Sydney Water Interface Deed.

Sydney Water Interface Deed

1.7	Review of Operating Licence	All
1.8	Term and periodic Review of this deed	The Principal will be responsible for the obligation in this clause, except that the SSJ Contractor must provide any information and advice the Principal requires to enable the Principal to fulfil its obligation under this clause.
2.2	Betterment	The Principal will be responsible for the obligations in this clause, except to the extent that the SSJ Contractor is directed to carry out any additional works as a Change.
2.3	Subcontracting	All, except to the extent that the TfNSW Contractor is the SSJ Contractor.
2.5	Adjustment Works and Future Projects	All
3.1	Land Adjustment	All
5	Disputes	Without limiting clause 9 of this Schedule E4, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SSJ Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.
6	Remedy Notices	The Principal will be responsible for the

		obligations in this clause, except that the SSJ Contractor must provide any information and advice the Principal requires to enable the Principal to fulfil its obligations under this clause.
7.1	Notification (Force Majeure Event)	The Principal will be responsible for the obligations in this clause, except that the SSJ Contractor must provide any information and advice the Principal requires to enable the Principal to fulfil its obligations under this clause.
8.1(a)(xi)	Payments	All
8.1(a)(xv)	Payments	All
10.2	Assignment	All
12.4	Insurance	The Principal's obligations under this clause are limited to effecting the insurances required to be effected under clause 18.3 of this Contract and providing the proof of insurances required under subclause (c) of this clause)..
20.1(d)	Access by SWC to th SWC Assets during Design and Construction	All.
22.2	TfNSW Representative	All.
22.3	Representatives to meet	All, except that a representative of the SSJ Contractor must attend a meeting of the Project Control Group if invited under clause 22.3(a)(ii) to participate in discussions.
30	SWC Future Works	The Principal will be responsible for the obligation in this clause, except that the SSJ Contractor must provide any information and advice the Principal requires to enable the Principal to fulfil its obligation under this clause.
31	Access to Sydney Metro corridor	All.
32	Project representatives and coordination protocol	All

5. TRANSGRID INTERFACE AGREEMENT

(a) The SSJ Contractor:

(i) acknowledges that the Principal has entered into an agreement with NSW Electricity Networks Operations Pty Ltd ACN 609 169 959 as trustee for the NSW Electricity Networks Operations Trust on the terms of the "Sydney Metro City & Southwest TransGrid Interface Agreement" (**TransGrid Interface Agreement**); and

(ii) must, in performing, the SSJ Contractor's Activities:

- (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the TransGrid Interface Agreement as if it were named as the Principal in the TransGrid Interface Agreement so as to ensure that the Principal is able to fully meet those obligations under the TransGrid Interface Agreement or otherwise at law except to the extent that the table below:
 - (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement; and
- (B) comply with and fulfil any conditions, obligations or requirements allocated to the SSJ Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 5(a)(ii)(A) of this Schedule E4;
- (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
- (iv) may not exercise any of the Principal's discretions or rights under the TransGrid Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) The SSJ Contractor acknowledges that the TransGrid Interface Agreement provides for works to be undertaken for and on behalf of TfNSW that do not form part of the SSJ Contractor's Activities and nothing in this clause 5 of this Schedule E4 imposes obligations on the SSJ Contractor in relation to:
 - (i) the works described or shown in Annexure C or any further Annexure added in accordance with clause 4.2(c)(i) of the TransGrid Interface Agreement;
 - (ii) the design shown in Annexure A or any further Annexure added in accordance with clause 4.2(c)(ii) of the TransGrid Interface Agreement; or
 - (iii) new TransGrid Assets (as that term is defined in the TransGrid Interface Agreement) added in accordance with clause 4.2(c)(iii) of the TransGrid Interface Agreement.
- (c) Where the TransGrid Interface Agreement provides that the Principal must ensure that the TfNSW Contractor will do something or comply with an obligation the SSJ Contractor must, in performing the SSJ Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 5(a)(ii) of this Schedule D4 as if it was stated to be an obligation of the Principal.
- (d) Where the TransGrid Interface Agreement provides for the Principal to provide a document, notice or information to TransGrid, the SSJ Contractor:
 - (i) subject to clause 5(d)(iii) of this Schedule E4, must not provide any such document, notice or information directly to TransGrid;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to TransGrid within the time period required by the TransGrid Interface Agreement; and
 - (iii) for the purposes of:

- (A) clause 5.3(a) and 6.1(a) of the TransGrid Interface Agreement; and
 - (B) clauses 11.4(c) and 11.11(d) of this Contract,
- must submit the documentation directly to TransGrid with a copy to the Principal.
- (e) The SSJ Contractor must, in carrying out the SSJ Contractor's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the TransGrid Interface Agreement or other requirements of TransGrid;
 - (ii) ensure that no act or omission of the SSJ Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to TransGrid under the TransGrid Interface Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the TransGrid Interface Agreement.
 - (f) Whenever, pursuant to the terms of the TransGrid Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to TransGrid under any clause of the TransGrid Interface Agreement then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the SSJ 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 the TransGrid Interface 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 Contract.
 - (g) The SSJ Contractor acknowledges that to the extent that the TransGrid Interface Agreement contains a provision pursuant to which TransGrid is stated to make no representation as to a state of affairs, the SSJ Contractor agrees that the Principal similarly makes no representation to the SSJ Contractor in respect of that state of affairs in the same way as if the relevant terms of the TransGrid Interface Agreement were set out fully in this Contract.
 - (h) Nothing in the TransGrid Interface Agreement or this Schedule E4 limits the Principal's rights or the SSJ Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this Contract.
 - (i) The SSJ Contractor must indemnify the Principal from and against any claim by TransGrid against the Principal or any Liability of the Principal to TransGrid arising out of or in any way in connection with the TransGrid Interface Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the SSJ Contractor's Activities:
 - (i) provided that the SSJ Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and
 - (ii) except to the extent it is limited in this Schedule E4.
 - (j) The SSJ Contractor:
 - (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule E4; and

- (B) any acts or omissions of TransGrid or its employees, agents, contractors or officers; and
- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 16) arising out of or in any way in connection with:

- (A) the risks referred to in clause 5(j)(i) of this Schedule E4; or
- (B) any acts or omissions of TransGrid or its employees, agents, contractors or officers.
- (k) Terms used in the table below that are capitalised but are not defined in this Contract have the same meaning as in the TransGrid Interface Agreement.

TransGrid Interface Agreement

Clause	Title	Extent of the Principal's responsibility for the clause specified
3.2	Project Control Group	All, except that: (a) the SSJ Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) to enable the Principal to fulfil its obligations under this clause; and (b) a representative of the SSJ Contractor must attend a meeting of the Project Control Group if invited under clause 3.2(b)(iii) .
4.2	Further Sydney Metro Works	All
5.2(a)	Concept Design	All
7.6	Variations	The Principal will be responsible for the obligations in this clause, except that the SSJ Contractor must provide any information and advice the Principal requires to enable the Principal to fulfil its obligations under this clause.
9.4	Routine Maintenance	All
9.6	Non-Routine Maintenance and fault rectification	All
9.7	TfNSW required maintenance	All
14	TransGrid access after practical completion	All
15	Dispute Resolution	Without limiting clause 9 of this Schedule E4, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SSJ Contractor must provide all documents,

Clause	Title	Extent of the Principal's responsibility for the clause specified
		assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal). The Principal must keep the SSJ Contractor informed of the progress and resolution of such disputes.
17	TfNSW Restructure	All
18	TransGrid Assignment	All
19.7	Further acts and documents	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule E4.

6. WORKS AUTHORISATION DEED

- (a) The SSJ Contractor:
- (i) acknowledges that the Principal has entered into an agreement with Roads and Maritime Services (**RMS**) on the terms of the "Works Authorisation Deed – Sydney Metro City & Southwest Project Sydenham Station and Junction" (**SSJ WAD**); and
 - (ii) must, in performing, the SSJ Contractor's Activities:
 - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the SSJ WAD as if it were named as the Principal in the SSJ WAD so as to ensure that the Principal is able to fully meet those obligations under the SSJ WAD or otherwise at law except to the extent that the table below:
 - (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to the SSJ Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 6(a)(ii)(A) of this Schedule E4;
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below;
 - (iv) may not exercise any of the Principal's discretions or rights under the SSJ WAD unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

- (b) Where the SSJ WAD provides that the Principal must ensure that the SSJ Contractor will do something or comply with an obligation the SSJ Contractor must, in performing the SSJ Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 6(a)(ii) as if it was stated to be an obligation of the Principal.
- (c) Where the SSJ WAD provides for the Principal to provide a document, notice or information to RMS, the SSJ Contractor:
 - (i) must not provide any such document, notice or information directly to RMS; and
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to RMS within the time period required by the SSJ WAD.
- (d) The SSJ Contractor must, in carrying out the SSJ Contractor's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the SSJ WAD or other requirements of RMS;
 - (ii) ensure that no act or omission of the SSJ Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to RMS under the SSJ WAD or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the SSJ WAD.
- (e) Whenever, pursuant to the terms of the SSJ WAD, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to RMS under any clause of the SSJ WAD then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the SSJ 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 the SSJ WAD in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Contract.
- (f) The SSJ Contractor acknowledges that to the extent that the SSJ WAD contains a provision pursuant to which RMS is stated to make no representation as to a state of affairs, the SSJ Contractor agrees that the Principal similarly makes no representation to the SSJ Contractor in respect of that state of affairs in the same way as if the relevant terms of the SSJ WAD were set out fully in this Contract.
- (g) Nothing in the SSJ WAD or this Schedule E4 limits the Principal's rights or the SSJ Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this Contract.
- (h) The SSJ Contractor must indemnify the Principal from and against any claim by RMS or any Liability of the Principal to RMS arising out of or in any way in connection with the SSJ WAD to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the SSJ Contractor's Activities:
 - (i) provided that the SSJ Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and
 - (ii) except to the extent it is limited in this Schedule E4.
- (i) The SSJ Contractor:

- (i) bears the full risk of:
- (A) it complying with the obligations under this Schedule E4; and
 - (B) any acts or omissions of RMS or its employees, agents, contractors or officers; and
- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than any Claim for payment under clause 16 of this Contract) arising out of or in any way in connection with:
- (A) the risks referred to in clause 6(i)(i) of this Schedule E4; or
 - (B) any acts or omissions of RMS or its employees, agents, contractors or officers.
- (j) Terms used in the table below that are capitalised but are not defined in this Contract have the same meaning as in the SSJ WAD.

Draft SSJ Works Authorisation Deed

Clause	Title	Extent of the Principal's responsibility for the clause specified
3	Planning Approval	All
4.2	TfNSW may delete Project Works	All
4.3	TfNSW may add, delete and amend Works	The Principal will be responsible for the obligation in clause 4.3, except that the SSJ Contractor must provide any information the Principal requires for provision to RMS in accordance with clause 4.3(b).
5.1	Independent Certifier Selection	All
5.2 (a) (b) (c) (e)	Independent Certifier Appointment	All
6.2(a)	Statutory Approvals	The Principal's obligations under this clause are limited to obtaining and maintaining the Planning Approval and complying with it to the extent it relates to the use of the Works.
7.1	General	The Principal is responsible for financing the Works.
10.2(a)(ii)	General obligations of TfNSW in relation to design	All

11.4(b)	RMS Comments	All
11.7(c)	Certification of Design Documents in Design Stage 3	Without limiting clause 9 of this Schedule E4, the Principal will be responsible for the obligations under this clause.
12.3(a)	Prior to Construction	The Principal's obligations under this clause are limited to obtaining, and providing evidence of currency of, those insurances that it is required to effect in accordance with clause 18.3 of this deed.
12.3(b)	Prior to Construction	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
12.5 (e)	Appointment of the SSJ Contractor	The Principal's obligations under this clause are limited to obtaining, and providing evidence of currency of, those insurances that it is required to effect in accordance with clause 18.3 of this deed.
14.3(b)	Completion of Project Works	All
15.11	Dedication of Land	All
16.3(d)	Final Certificate	The Principal is liable for amounts payable to RMS which are directly referable to the Principal's retained obligations.
18.3	Alteration of Works	All
24	Insurances	The Principal's obligations under this clause are limited to effecting and providing evidence of currency of the insurances required to be effected under clause 18.3 of this deed.
25.2	TfNSW liable to pay additional costs	The Principal is liable for amounts payable to RMS which are directly referable to the Principal's retained obligations.
25.3	Payment	All
26	Releases and Indemnities	The Principal proposes to retain obligations in respect of Use of The Works from the last portion handover date excluding to the extent arising out of the design, construction, or maintenance of the Works by or on behalf of the SSJ Contractor.

27	Dispute Resolution	Without limiting clause 9 of this Schedule E4, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SSJ Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause. The Principal must keep the SSJ Contractor informed of the progress and resolution of such disputes.
28	Assignment	All
33.4	Payments	The Principal is liable for amounts payable to RMS which are directly referable to the Principal's retained obligations.
34.3	GST Invoices	All
Annexure A	Technical and Other Requirements	As between the Principal and the SSJ Contractor, Design Life will have the meaning given to that term in the SWTC.

7. SW1 & SW2 Construction Licence

- (a) The SSJ Contractor:
- (i) acknowledges that the Principal has entered into an agreement with Sydney Water Corporation (**Sydney Water**) on the terms of the "SW1 & SW2 Construction Licence" (**SW1 & SW2 Construction Licence**); and
 - (ii) must, in performing, the SSJ Contractor's Activities:
 - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the SW1 & SW2 Construction Licence as if it were named as the Principal in the SW1 & SW2 Construction Licence so as to ensure that the Principal is able to fully meet those obligations under the SW1 & SW2 Construction Licence or otherwise at law except to the extent that the table below:
 - (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to the SSJ Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 7(a)(ii)(A) of this Schedule E4;
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the SW1 Construction Licence unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) Where the SW1 & SW2 Construction Licence provides that the Principal must ensure that the TfNSW Contractor will do something or comply with an obligation the SSJ Contractor must, in performing the SSJ Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 7(a)(ii) of this Schedule E4 as if it was stated to be an obligation of the Principal.
- (c) Where the SW1 & SW2 Construction Licence provides for the Principal to provide a document, notice or information to Sydney Water, the SSJ Contractor:
- (i) subject to clause 7c(ii) of this Schedule E4, must not provide any such document, notice or information directly to Sydney Water;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Sydney Water within the time period required by the SW1 & SW2 Construction Licence; and
- for the purposes of clauses 11.4(c) and 11.11(d) of this Contract, must submit the documentation directly to Sydney Water with a copy to the Principal.

- (d) The SSJ Contractor must, in carrying out the SSJ Contractor's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the SW1 & SW2 Construction Licence or other requirements of Sydney Water;
 - (ii) ensure that no act or omission of the SSJ Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Water the SW1 & SW2 Construction Licence or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the SW1 & SW2 Construction Licence.
- (e) Whenever, pursuant to the terms of the SW1 & SW2 Construction Licence, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Water under any clause of the SW1 & SW2 Construction Licence then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the SSJ 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 the SW1 & SW2 Construction Licence in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Contract.
- (f) The SSJ Contractor acknowledges that to the extent that the SW1 & SW2 Construction Licence contains a provision pursuant to which Sydney Water is stated to make no representation as to a state of affairs, the SSJ Contractor agrees that the Principal similarly makes no representation to the SSJ Contractor in respect of that state of affairs in the same way as if the relevant terms of the SW1 & SW2 Construction Licence were set out fully in this Contract.
- (g) Nothing in the SW1 & SW2 Construction Licence or this Schedule E4 limits the Principal's rights or the SSJ Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this Contract.
- (h) The SSJ Contractor must indemnify the Principal from and against any claim by Sydney Water against the Principal or any Liability of the Principal to Sydney Water arising out of or in any way in connection with the SW1 & SW2 Construction Licence to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the SSJ Contractor's Activities:
 - (i) provided that the SSJ Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and
 - (ii) except to the extent it is limited in this Schedule E4.
- (i) The SSJ Contractor:
 - (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule E4; and
 - (B) any acts or omissions of Sydney Water or its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 16) arising out of or in any way in connection with:

- (A) the risks referred to in clause 7(i)(i) of this Schedule E4; or
- (B) any acts or omissions of Sydney Water or its employees, agents, contractors or officers.

- (j) Terms used in the table below that are capitalised but are not defined in this Contract have the same meaning as in the SW1 & SW2 Construction Licence.

SW1 & SW2 Construction Licence

Clause	Title	Extent of the Principal's responsibility for the clause specified
3	Licence Fee	All
4.4(a)(ii) and 4.4(b)(iv)	Rock Anchors	All
4.4(g)	Rock Anchors	The Principal's obligations under this clause are limited to the extent that the updated information relates to clause 4.4(b)(iv).
7.6	Indemnity and release	Principal's obligations under this clause are limited to damage, expense, loss or liability which are directly referable to the Principal's retained obligations.
8	Representatives	All
9.3	Required Insurance	The Principal's obligations under this clause are limited to effecting the insurances required to be effected under clause 18.3 of this Contract and providing the proof of insurances required under subclause (c) of this clause)..
10	Acquisition of part of Land by TfNSW	All
11	Holding over	All
13	Disputes	Without limiting clause 9 of this Schedule E4, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SSJ Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause. The Principal must keep the SSJ Contractor informed of the progress and resolution of such disputes.
14.8	Further Acts and	All

Clause	Title	Extent of the Principal's responsibility for the clause specified
	documents	
14.10	Assignment and Subletting	All
14.14(b) and 14.14(d)(i)	Expenses	All

8. SW3 & 4 Construction Licence

- (a) The SSJ Contractor:
- (i) acknowledges that the Principal has entered into an agreement with Sydney Water Corporation (**Sydney Water**) on the terms of the "SW3 & SW4 Construction Licence" (**SW3 & SW4 Construction Licence**); and
 - (ii) must, in performing, the SSJ Contractor's Activities:
 - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the SW3 & SW4 Construction Licence as if it were named as the Principal in the SW3 & SW4 Construction Licence so as to ensure that the Principal is able to fully meet those obligations under the SW3 & SW4 Construction Licence or otherwise at law except to the extent that the table below:
 - (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to the SSJ Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 7(a)(ii)(A) of this Schedule E4;
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the SW3 & SW4 Construction Licence unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) Where the SW3 & SW4 Construction Licence provides that the Principal must ensure that the TfNSW Contractor will do something or comply with an obligation the SSJ Contractor must, in performing the SSJ Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 7(a)(ii) of this Schedule E4 as if it was stated to be an obligation of the Principal.
- (c) Where the SW2 Construction Licence provides for the Principal to provide a document, notice or information to Sydney Water, the SSJ Contractor:
- (i) subject to clause 8(c)(ii) of this Schedule E4, must not provide any such document, notice or information directly to Sydney Water;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Sydney Water within the time period required by the SW3 & SW4 Construction Licence; and
- for the purposes of clauses 11.4(c) and 11.11(d) of this Contract, must submit the documentation directly to Sydney Water with a copy to the Principal.

- (d) The SSJ Contractor must, in carrying out the SSJ Contractor's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the SW3 & SW4 Construction Licence or other requirements of Sydney Water;
 - (ii) ensure that no act or omission of the SSJ Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Water the SW3 & SW4 Construction Licence or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the SW3 & SW4 Construction Licence.
- (e) Whenever, pursuant to the terms of the SW3 & SW4 Construction Licence, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Water under any clause of the SW3 & SW4 Construction Licence then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the SSJ 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 the SW3 & SW4 Construction Licence in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Contract.
- (f) The SSJ Contractor acknowledges that to the extent that the SW3 & SW4 Construction Licence contains a provision pursuant to which Sydney Water is stated to make no representation as to a state of affairs, the SSJ Contractor agrees that the Principal similarly makes no representation to the SSJ Contractor in respect of that state of affairs in the same way as if the relevant terms of the SW3 & SW4 Construction Licence were set out fully in this Contract.
- (g) Nothing in the SW3 & SW4 Construction Licence or this Schedule E4 limits the Principal's rights or the SSJ Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this Contract.
- (h) The SSJ Contractor must indemnify the Principal from and against any claim by Sydney Water against the Principal or any Liability of the Principal to Sydney Water arising out of or in any way in connection with the SW3 & SW4 Construction Licence to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the SSJ Contractor's Activities:
 - (i) provided that the SSJ Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and
 - (ii) except to the extent it is limited in this Schedule E4.
- (i) The SSJ Contractor:
 - (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule E4; and
 - (B) any acts or omissions of Sydney Water or its employees, agents, contractors or officers; and
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 16) arising out of or in any way in connection with:

- (A) the risks referred to in clause 7(i)(i) of this Schedule E4; or
- (B) any acts or omissions of Sydney Water or its employees, agents, contractors or officers.

(j) Terms used in the table below that are capitalised but are not defined in this Contract have the same meaning as in the SW3 & SW4 Construction Licence.

SW3 & SW4 Construction Licence

Clause	Title	Extent of the Principal's responsibility for the clause specified
3	Licence Fee	All
4.4(a)(ii) and 4.4(b)(iv)	Rock Anchors	All
4.4(g)	Rock Anchors	The Principal's obligations under this clause are limited to the extent that the updated information relates to clause 4.4(b)(iv).
7.6	Indemnity and release	Principal's obligations under this clause are limited to damage, expense, loss or liability which are directly referable to the Principal's retained obligations.
8	Representatives	All
9.3	Required Insurance	The Principal's obligations under this clause are limited to effecting the insurances required to be effected under clause 18.3 of this Contract and providing the proof of insurances required under subclause (c) of this clause)..
10	Acquisition of part of Land by TfNSW	All
11	Holding over	All
13	Disputes	Without limiting clause 9 of this Schedule E4, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SSJ Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause. The Principal must keep the SSJ Contractor informed of the progress and resolution of such disputes.
14.8	Further Acts and	All

Clause	Title	Extent of the Principal's responsibility for the clause specified
	documents	
14.10	Assignment and Subletting	All
14.14(b) and 14.14(d)(i)	Expenses	All

9. COMMON DISPUTES

- (a) In this clause 9 of Schedule E4:

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

Common Dispute means a dispute described in clause 9(b) of this Schedule E4.

- (b) A Dispute under this Contract may be concerned with matters that also arise in respect of the respective rights and obligations of the Principal and a Third Party to one of the Third Party Agreements referred to in this Schedule E4 including where the:
- (i) Principal is in breach of a provision of this Contract 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 that Third Party Agreement which are similar to remedies or benefits claimed by the SSJ Contractor in a Claim by the SSJ Contractor under this deed;
 - (iii) SSJ Contractor has rights against the Principal under this Contract, including under a warranty or indemnity or specific right of reimbursement or recovery in this Contract, and the Principal has similar rights against the Third Party under a Third Party Agreement including under a corresponding warranty or indemnity or specific right of reimbursement or recovery in the Third Party Agreement; or
 - (iv) SSJ 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.
- (c) In the event that there is a Common Dispute, the Principal may, in its absolute discretion:
- (i) determine that the Common Dispute be resolved in accordance with the provisions of this clause 9 of Schedule E4; and
 - (ii) notify the SSJ Contractor in writing of its decision within 20 Business Days of the Common Dispute arising,
- in which case clauses 9 (d) to 9(k) of this Schedule E4 will then apply in respect of that Common Dispute.
- (d) In the event that there is a Common Dispute, then:
- (i) clauses 21.1 to 21.14 will not apply to the resolution of the Common Dispute that is the subject of the Principal's notice; and
 - (ii) the SSJ Contractor acknowledges and agrees that the purpose of this clause 7 of Schedule E4 is:

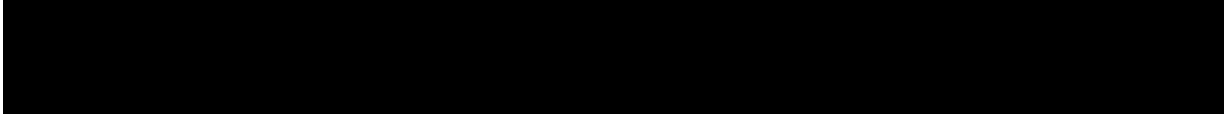
- (A) to provide the SSJ Contractor with comparable remedies and entitlements in respect of Common Disputes, and to limit the SSJ Contractor's rights against the Principal in respect of Common Disputes by reference to the Principal's rights and entitlements under or in connection with Third Party Agreements; 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 relevant Third Party Agreement.
- (e) In respect of all Common Disputes:
 - (i) the SSJ Contractor's entitlement to receive compensation from the Principal, and the Principal's liability to pay compensation to the SSJ 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 SSJ Contractor under this Contract in respect of a Common Dispute, the SSJ Contractor will have the same entitlement to recover compensation under this Contract as the Principal has to recover that compensation from a Third Party under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute;
 - (iii) any rights the SSJ Contractor has against the Principal will not exceed the equivalent rights to which the Principal is entitled under the relevant Third Party Agreement; and
 - (iv) the Principal will pass through to the SSJ Contractor the proportion of any compensation (including damages or other form or relief) to which the Principal is entitled under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute:
 - (A) to the extent that this is referable to the SSJ Contractor, including any liability, Claim or loss of the SSJ Contractor; and
 - (B) determined by reference to what is actually compensated or allowed by a Third Party under the relevant Third Party Agreement.
- (f) The Principal agrees to:
 - (i) request that the relevant Third Party permit the SSJ Contractor 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 9(f)(i) of this Schedule E4, make on behalf of the SSJ Contractor whatever representations in respect of the Common Dispute that the SSJ Contractor reasonably requests; and
 - (iii) provide:
 - (A) regular updates to the SSJ Contractor; and
 - (B) whatever information and documents the SSJ Contractor reasonably requests,

as to the progress of the Common Dispute.

- (g) The Principal's Liability to the SSJ Contractor in respect of the subject matter of the Common Dispute:
- (i) is satisfied by payment to the SSJ Contractor in accordance with this clause 9 of Schedule E4; 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 7 of this Schedule E4 with respect to recovery of the Principal's and the SSJ Contractor's entitlements from the Third Party; and
 - (B) all appeals from such determination have been exhausted.
- (h) The SSJ 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) alternative dispute resolution (including arbitration and expert determination):
 - (aa) a like process will apply to the Common Dispute between the parties; and
 - (bb) the SSJ Contractor consents to the Common Dispute being heard together with (or consolidated with) that alternative dispute resolution process; and
 - (B) litigation, the SSJ 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 SSJ Contractor's rights and obligations under this Contract.
- (i) The SSJ Contractor's entitlement to a remedy in respect of a Common Dispute 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 (in each case to the extent not caused by the SSJ Contractor).
- (j) To the extent the SSJ Contractor has recovered compensation in respect of a Common Dispute under another provision of this Contract, then the SSJ Contractor is not entitled to the same compensation under this clause 9 of Schedule E4.
- (k) Any payment to which the SSJ Contractor is entitled under this clause 9 of Schedule E4 in respect of a Common Dispute shall be paid by the Principal to the SSJ Contractor within 20 Business Days from the date of the settlement or final determination (with all rights of appeal having been exhausted) of the Common Dispute under or in connection with the Third Party Agreement.

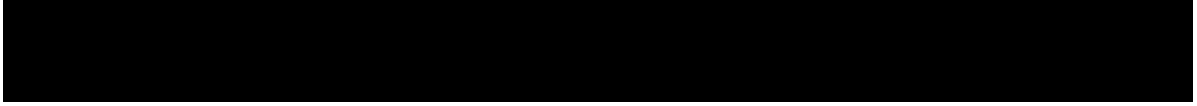
Schedule 12

Amendments to Schedule E5



Schedule 13

Amendments to Schedule E7



Schedule 14

Amendments to Schedule F1



Schedule 15

Amendments to Schedule G1

Documents 10 – 110 of Schedule A16 are incorporated as new electronic files in the Principal Document: