

MF Works Deed - Sydney Growth Trains Maintenance Facility Works - Deed of Amendment No. 1

Transport for NSW
Principal

Downer EDI Rail Pty Ltd
Contractor

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Our reference 130/13647/80149499

Deed of amendment

Dated 20 DECEMBER 2016

Parties **Transport for NSW ABN 18 804 239 602** a NSW Government agency and a corporation constituted by section 3C of the Transport Administration Act 1988 (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067 (**Principal**).

Downer EDI Rail Pty Ltd ABN 92 000 002 031 of Trinita Business Campus, 39 Delhi Road, North Ryde NSW 2113 (**Contractor**).

Background

- A. On 1 December 2016, the Principal and the Contractor entered into a contract titled "Medium Works Contract - Design and Construction, Contract Number: ISD-16-5312C, Sydney Growth Trains Maintenance Facility Works" for the design and construction of works at the Mortdale maintenance facility (**MF Works Deed**).
- B. The parties have agreed to amend the MF Works Deed as set out in this deed.

Operative provisions

1. Definitions and interpretation

Unless otherwise expressly defined in this deed, expressions used in this deed have the meanings given to them in the MF Works Deed, and:

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

and unless the context indicates a contrary intention:

- (b) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or 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 assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (g) a references to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

- (i) **includes** in any form is not a word of limitation; and
- (j) a reference to \$ or **dollar** is to Australian currency.

2. Binding effect of this deed

- (a) Each party acknowledges that this deed may be relied on and enforced by each other party.
- (b) This deed binds the parties and any executor, administrator, transferee, assignee, liquidator or trustee in bankruptcy appointed in respect of either party and any third party to whom either parties' rights and obligations under the MF Works Deed are novated either in whole or in part.

3. Amendments to the MF Works Deed

Clause 1.7 of the MF Works Deed is deleted and replaced with the following:

"1.7 Delivery Deed Conditions Precedent

- (a) *If each of the Conditions Precedent (as defined in the Delivery Deed) are not satisfied, or waived by the Principal under clause 2.2 of the Delivery Deed, by 2.00pm on the Target Contractual Close Date (as defined in the Delivery Deed), the Principal may terminate this Contract by written notice to the Contractor.*
- (b) *If the Principal gives a notice under clause 1.7(a):*
 - (i) *this Contract will be of no further force or effect; and*
 - (ii) *the Contractor will not be entitled to bring any Claim against the Principal under or in respect of this Contract or in respect of the reimbursement of costs and expenses or otherwise in connection with this Contract and the Contractor's Activities.*
- (c) *Notwithstanding anything else in this Contract, the first Payment Claim Date will not arise until the Conditions Precedent (as defined in the Delivery Deed) have been satisfied, or waived by the Principal under clause 2.2 of the Delivery Deed."*

4. Miscellaneous

4.1 Governing law

This deed is governed by and must be construed according to the law governing the MF Works Deed.

4.2 Further acts

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this deed.

4.3 Expenses

Except as otherwise provided in this deed each party must pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this deed.

4.4 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

4.5 Entire agreement

To the extent permitted by law, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the parties.

4.6 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this deed.

Executed as a deed

Executed by Transport for NSW (ABN 18 804 239 602) by its authorised delegate in the presence of:

Signature of witness

Full name of witness

Signature of authorised delegate

Name of authorised delegate

20.12.16
Date

Signed, sealed and delivered for and on behalf of **Downer EDI Rail Pty Ltd (ABN 92 000 002 031)** by its attorney under a power of attorney dated **25 NOVEMBER 2016** in the presence of:

Signature of witness

Full name of witness

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Full name of attorney

19.12.16
Date

MF Works Deed - Sydney Growth Trains Maintenance Facility Works - Deed of Amendment No. 2

Transport for NSW
Principal

Downer EDI Rail Pty Ltd
Contractor

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Our reference 130/13647/80149499

Deed of Amendment

Dated

1 June 2017

Parties

Transport for NSW ABN 18 804 239 602 a NSW Government agency and a corporation constituted by section 3C of the Transport Administration Act 1988 (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067 (**Principal**).

Downer EDI Rail Pty Ltd ABN 92 000 002 031 of Trinita Business Campus, 39 Delhi Road, North Ryde NSW 2113 (**Contractor**).

Background

- A. The Principal and the Contractor are parties to a contract entitled "Medium Works Contract - Design and Construction, Contract Number: ISD-16-5312C, Sydney Growth Trains Maintenance Facility Works" dated 1 December 2016 for the design and construction of works at the Mortdale maintenance facility, as was amended by a deed of amendment titled "MF Works Deed - Sydney Growth Trains Maintenance Facility Works - Deed of Amendment No 1" dated 20 December 2016 (**MF Works Deed**).
- B. The parties have agreed to amend certain arrangements, including the site access arrangements, under the MF Works Deed as set out in this deed.

Operative provisions

1. Definitions and interpretation

Unless otherwise expressly defined in this deed, words and expressions used in this deed have the meanings given to them in the MF Works Deed, and:

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

and unless the context indicates a contrary intention:

- (b) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or 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 assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (g) a references to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;

- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) **includes** in any form is not a word of limitation; and
- (j) a reference to **\$** or **dollar** is to Australian currency.

2. Binding effect of this deed

- (a) Each party acknowledges that this deed may be relied on and enforced by each other party.
- (b) This deed binds the parties and any executor, administrator, transferee, assignee, liquidator or trustee in bankruptcy appointed in respect of either party and any third party to whom either parties' rights and obligations under the MF Works Deed are novated either in whole or in part.

3. Amendments to the MF Works Deed

3.1 Amendments

The MF Works Deed is amended as set out in Schedule 1.

3.2 Management Plans

- (a) Within 10 Business Days of the date of this deed, the Contractor must:
 - (i) update; and
 - (ii) submit to the Principal for its review under clause 9.8 of the MF Works Deed,

those Management Plans described in Schedule 2, provided that for the purposes of clause 2.9(a)(i)(l) of the MF Works Deed, the Contractor need not have received the notice referred to in clause 9.8(c)(ii)C of the MF Works Deed in respect of such updated Management Plans prior to the commencement or continuation of the Contractor's Activities on the Site.
- (b) The parties acknowledge and agree that the document entitled "Interface Management Plan for Mortdale Maintenance Centre 2017" dated on or about the date of this deed is a Management Plan that will form part of the Contract Management Plan for the purposes of the MF Works Deed.

3.3 Not a Variation

This deed itself, and the amendments to the MF Works Deed made by this deed, do not constitute a "Variation" within the meaning of clause 6 of the MF Works Deed.

3.4 No entitlement

Except as expressly set out in this deed, the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with the subject matter of this deed.

4. Miscellaneous

4.1 Governing law

This deed is governed by and must be construed according to the law governing the MF Works Deed.

4.2 Further acts

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this deed.

4.3 Expenses

Except as otherwise provided in this deed each party must pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this deed.

4.4 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

4.5 Entire agreement

To the extent permitted by law, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the parties.

4.6 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this deed.

Executed as a deed

Executed by Transport for NSW (ABN 18 804 239 602) by its authorised delegate in the presence of:

Signature of witness

Full name of witness

Signature of authorised delegate

Name of authorised delegate

Date

Executed by Downer EDI Rail Pty Ltd (ABN 92 000 002 031) in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Signature of company secretary/director

Full name of company secretary/director

Executed as a deed

Executed by Transport for NSW (ABN 18 804 239 602) by its authorised delegate in the presence of:

[Redacted signature area]

Signature of witness

[Redacted name area]

Full name of witness

[Redacted signature area]

Signature of authorised delegate

[Redacted name area]

Name of authorised delegate

Date 1/6/2017

Executed by Downer EDI Rail Pty Ltd (ABN 92 000 002 031) in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Signature of company secretary/director

Full name of company secretary/director

Schedule 1 - Amendments to MF Works Deed

1. In clause 1.1, the following definitions are added:

"Administration Building Office Construction Areas" means the areas shaded in beige in the plan set out in Part D of Schedule 29.

Assumed Road 1 Access Period means total period of time contemplated by the possession periods set out in Schedule 30, less the total of any time associated with possession periods:

- (a) cancelled or not used by the Contractor; or
- (b) cancelled by the Operator:
 - (i) as a result of the Contractor failing to comply with the preconditions for access to the Road 1 Area; or
 - (ii) where the Contractor wishes to change the possession area relating to, or the duration of, a period for access contemplated by clause 3.1(g).

"Carpark" means the car park area identified in the plan set out in Part C of Schedule 29.

"Carpark Area" means an area within the Carpark which is:

- (a) an area within which "construction work" (as defined in the WHS Legislation) will be performed by the Contractor; and
- (b) identified in Design Documentation submitted to the Principal's Representative pursuant to clause 9.8, with respect to which the Principal's Representative has had the period referred to in clause 9.8(c)(ii) to review the Design Documentation and, either:
 - (i) the Principal's Representative has not rejected the Design Documentation; or
 - (ii) where the Principal's Representative has commented on the Design Documentation, the Contractor has responded to the Principal's Representative's comments within the required time period and in a manner satisfactory to the Principal's Representative.

"Ground Floor Office Refurbishment Area" means the area shaded in orange in the plan set out in Part B of Schedule 29.

"Maintenance Shed Office, Main Store and Ablutions" means the area shaded in orange and hatched red in the plan set out in Part A of Schedule 29.

"Road 1 Area" means the area shaded in yellow in the plan set out in Part A of Schedule 29.

"Road 5 Area" means the area shaded in green in the plan set out in Part A of Schedule 29.

2. Clause 2.11(b) is amended as follows:

- (b) If the Contractor is specified in Schedule 1 as being the principal contractor, then, during the periods specified in Schedule 1:

- (i) the Principal engages the Contractor as the principal contractor in respect of the Contractor's Activities and all Other Contractor Work carried out on the Site;
- (ii) the Principal authorises the Contractor to have management and control over the Site and of each workplace at which the Contractor's Activities and the Other Contractor Work is to be carried out and to discharge the duties of a principal contractor under the WHS Legislation; and
- (iii) the Contractor accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor by the WHS Legislation.

3. Clause 2.9 is amended by including the following paragraph (f) after the existing paragraph (e):

(f) The Principal will ensure that the Operator provides an interface manager for the purpose of assisting with coordination and facilitation of interface matters between the Principal, the Contractor, and the Operator.

4. Clause 3.1 is amended as follows:

3.1 Access

- (a) The Contractor acknowledges and agrees that access to the Site will be provided progressively to the Contractor as set out in Schedule 1.
- (b) Subject to clause 3.1(c) and any other provision of this Contract affecting access, the Principal must:
 - (i) give, or ensure the Contractor has, access to the Site by the dates set out in Schedule 1 ~~(and if a period is specified in relation to access to a part of the Site, then for the duration of that period)~~; and
 - (ii) once access to a part of the Site is given to the Contractor, thereafter continue to allow, or ensure that the Contractor is continued to be allowed, access to that part of the Site, provided that if a period is specified in relation to access to a part of the Site, then only for the duration of that period.
- (c) [...]
- (d) The Principal's obligations under clause 3.1(a) and 3.1(b) in respect of each part of the Site will cease upon the earlier of:
 - (i) the last day of any period of access specified in Schedule 1;
or
 - (ii) the issue of a Notice of Completion in respect of the last Portion occupying that part of the Site,

except to the extent required to allow the Contractor to comply with its obligations during the Defects Rectification Periods.
- (e) Failure by the Principal to give access as required by clause 3.1(b) will not be a breach of this Contract but will entitle the Contractor to:

- (i) an extension of time to any relevant Date for Completion under clause 10.10 if the requirements of that clause are satisfied; and
 - (ii) have the Contract Sum increased by the costs reasonably incurred by the Contractor as a direct result of the failure of the Principal to give access as required by clause 3.1(b) as determined by the Principal's Representative who must, where they are applicable, use the rates and prices in Schedule 1.
- (f) The Contractor's entitlement under clause 3.1(e)(ii) will be its only right to payment of money arising out of or in any way in connection with the Principal's failure to give access as required by clauses 3.1(a), 3.1(b)(i) or 3.1(b)(ii).
- (g) If the Contractor wishes to amend the possession area relating to, or the duration of, any of the periods for access specified in Schedule 30 or Schedule 31 after it has submitted the possession application documentation for the relevant period for access, the Contractor shall comply with the Operator's normal processes in respect of such changes.
- (h) The parties agree that the periods for access specified in Schedule 30 and Schedule 31 may be changed by further agreement of the parties. If a party (the "Requesting Party") wishes to change a period for access specified in either Schedule 30 or Schedule 31, the Requesting Party must give notice to the other party (the "Receiving Party") no later than 6 weeks prior to the period of access which is sought to be changed by the Requesting Party. The Receiving Party may agree to change the period for access or refuse to agree to change the period for access, acting reasonably. If the Receiving Party agrees to the change requested by the Requesting Party the Receiving Party must give written notice to the Requesting Party acknowledging the agreed change, and the table set out in Schedule 30 or Schedule 31 (as relevant) will be deemed to be amended in accordance with the Receiving Party's written notice.
- (i) If the Contractor fails to comply with the preconditions for access to the Road 1 Area or the Road 5 Area set out in Schedule 1, or the Contractor wishes to change the possession area relating to, or the duration of a period for access, as contemplated by clause 3.1(g), and as a consequence the Operator rejects the Contractor's application for a possession or power isolation in a period for access specified in Schedule 30 or Schedule 31:
- (i) the Contractor shall notify the Principal as soon as reasonably practicable; and
 - (ii) the Contractor and Principal (in consultation with the Operator) shall endeavour to agree alternative dates for access to the Road 1 Area or Road 5 Area, as applicable, and the table set out in Schedule 30 or Schedule 31 (as relevant) will be deemed to be amended in accordance with any such agreement.
- provided that the Contractor shall not be entitled to any Claim in respect of any delay to the relevant period for access.
- (j) The parties agree that for the periods prior to 30 November 2017, each movement of trains by the Operator into the Road 1 Area or out of the Road 1 Area during the hours when the Contractor is carrying out the Contractor's Activities at the Site will require the Contractor to stop the Contractor's Activities in the area immediately to the south of the part of the part of road 1 that falls within the Road 1 Area, and that the

Contractor has made the following assumptions in respect of the number of these train movements:

- (i) between the hours of 7:00 am to 5:00 pm on a Business Day – 6 train movements into or out of the Road 1 Area; or
- (ii) between the hours of 8:00 am to 1:00 pm on a day other than a Business Day - 4 train movements into or out of the Road 1 Area
- (k) If the first Set has not been despatched from the factory in Changchun prior to 30 November 2017, the Contractor and the Principal shall meet and negotiate in good faith with a view to agreeing to revised access arrangements in order to permit the Operator to access one of roads 1, 2 or 3 to maintain trains for the period from 1 December 2017 until the earlier of:
 - (i) the date that is 5 Business Days after the date that the first Set is despatched from the factory in Changchun; and
 - (ii) 15 January 2018.
- (l) The Principal will ensure that prior to 30 November 2017, the Contractor is given access to the Road 1 Area for no less than the Assumed Road 1 Access Period.

5. Clause 3.3 is amended as follows:

3.3 Management and Control of the Site

~~At all times after being given~~ During the periods in which the Contractor is given access to the Site or a part of the Site under clause 3.1 ~~and before the Date of Completion of the Works or the last Portion to reach Completion~~, the Contractor:

- (a) without limiting any right of the Principal or the Principal's Representative under this Contract, and subject to clause 2.11, will be responsible for the management and control of the Site;

[...]

6. Clause 9.4(b)(i) is amended as follows:

- (b) The Contractor must:
 - (i) employ the individuals nominated by the Contractor and listed in Schedule 1 in the positions specified in Schedule 1 or equivalent positions, and where individuals are yet to be appointed to positions specified in Schedule 1, employ individuals in the specified positions;

7. In Schedule 1:

- (a) The row which specifies the "**Date for Completion** (Clause 1.1)" is deleted and replaced as follows:

Date for Completion:
(Clause 1.1)

Portion 1:
Portion 2:

- (b) The row which specifies the "**Original Contract Price** (Clause 1.1)" is deleted and replaced as follows:

Original Contract Price:
(Clause 1.1)

[REDACTED]

- (c) The row which specifies "**Portions** (Clause 1.1)" is deleted and replaced as follows:

Portions:
(Clause 1.1)

[REDACTED]

- (d) The row which specifies "**The Site** (Clause 1.1)" is deleted and replaced as follows:

The Site:
(Clause 1.1)

The areas described in Schedule 29

- (e) The row which specifies "**The principal contractor under the WHS Legislation is** (Clause 2.11)" is deleted and replaced with the following:

The principal contractor under the WHS legislation is: (Clause 2.11)	Person	Period of Appointment
	Contractor	During the periods in which the Contractor is given access to the Site or a part of the Site pursuant to clause 3.1.

- (f) The row which specifies the "**Site access dates and preconditions** (Clauses 3.1(a), 3.1(b)(i) and 3.1(c)(ii)E)" is amended as follows:

Site access dates and preconditions: (Clauses 3.1(a), 3.1(b)(i) and 3.1(c)(ii)E)	Part of Site:	Date:	Precondition:
	1. The "Maintenance Facility Site" as identified in Sketch TF18 MF01 contained in Exhibit B. Access is subject to supervision by the Principal and is for the purposes only of undertaking site investigations, including geotechnical investigations, site survey, utility identification, dilapidation survey, and	[REDACTED]	The Contractor must provide to the Principal's Representative a Contractor's Investigation Access Notice

noise, vibration and
stray current
investigations

2. The part of the Site
near Gate 2 to be used
to establish a fenced
compound

The Contractor
must provide to
the Principal's
Representative a
Contractor's
Construction
Access Notice

2-3. All of the Site other
than the areas listed
below

Nil

4. Road 1 Area

During the
periods
specified in
Schedule 30,
and then on
and from

For each period
specified in
Schedule 30, the
Contractor must
prepare
application
documentation
required for the
possession and
associated power
isolations in
accordance with
the Operator's
normal processes
and timescales,
and that
application
documentation
must be
approved by the
Operator.

5. Road 5 Area

For each period
specified in
Schedule 31, the
Contractor must
prepare
application
documentation
required for the
possession and
associated power
isolations in
accordance with
the Operator's
normal processes
and timescales,
and that
application
documentation
must be
approved by the

		<u>Operator.</u>
<u>6. Ground Floor Office Refurbishment Area</u>		
<u>7. The part of the Administration Building Office Construction Areas located on the ground floor</u>	<u>The later of:</u> <u>(a) 1</u> <u>and</u> <u>(b) Completion of Portion 1</u>	<u>Nil</u>
<u>8. Maintenance Shed Office, Main Store and Ablutions</u>		
<u>9. Carpark Area</u>		

- (g) The row which specifies the "**Contractor's Personnel** (Clauses 2.1(d), 9.4(a) and 9.4(b)(i))" is amended by the addition of the following Personnel::

Contractor's Personnel (Clauses 2.1(d), 9.4(a) and 9.4(b)(i))	<u>Project Engineer (full time) -</u>
	<u>Supervisor (full time) -</u>
	<u>Project Director (Road 1 interface) -</u>
	<u>Project Planner (full time) -</u>
	<u>Commercial Manager -</u>
	<u>Interface Manager (full time) -</u>

- (h) The row which specifies the "**Rail Infrastructure Manager** (Clause 7.11(a)(i))" is deleted and replaced as follows:

Rail Infrastructure Manager: Sydney Trains
(Clause 7.11(a)(i))

- (i) The row which specifies the "**Causes of delay entitling the Contractor to an extension of time** (Clause 10.7(a))" is amended by adding the following to the list in the second column:

- a failure by the Principal to give, or ensure the Contractor has, access to the Site as required by clause 3.1(b);

- a failure by the Principal to ensure that, prior to 30 November 2017, the Contractor is given access to the Road 1 Area for no less than the Assumed Road 1 Access Period; and
- where the total number of train movements by the Operator into or out of the Road 1 Area between the hours referred to in clause 3.1(j) during the period prior to 30 November 2017 is greater than the total number of train movements assumed by the Contractor as set out in clause 3.1(j), for that period.

- (j) The row which specifies the "**Applicability of Building Code** (Clause 17.27(a))" is deleted and replaced as follows:

Applicability of Building Code: *Clause 17.27 does not apply*
(Clause 17.27(a))

8. A new **Schedule 29** is added as set out in Annexure A to this Schedule 1.
9. A new **Schedule 30** is added as set out in Annexure B to this Schedule 1.
10. A new **Schedule 31** is added as set out in Annexure C to this Schedule 1.
11. Exhibit B (Works Brief) is deleted and replaced with the document set out in Annexure D to this Schedule 1.









Annexure C to Schedule 1 - New Schedule 31 to MF Works Deed**Schedule 31 - Possession Periods for Road 5 Area**

No.	Start Date (12 noon)	Finish Date (12 noon)
1.		

Annexure D to Schedule 1 - Amendments to Works Brief

Contents Page

1. Introduction	3
1.1 Purpose	3
1.2 Works Brief components	3
1.3 Definitions	3
2. Project Overview	4
2.1 Project overview.....	4
2.2 Contractor's Responsibilities	6
2.3 General Description of the Maintenance Facility Site	6
2.4 Shared Facilities.....	7
2.4.1 Administration Building	7
2.4.2 Carpark.....	7
2.4.3 Stores	8
2.4.4 Security and Fire Protection.....	8
2.4.5 Internal access roads and walkways.....	8
2.4.6 Power Supplies.....	8
2.4.7 Traction power.....	8
3. Specific requirements	9
3.1 Design life	9
3.2 Testing, commissioning and operational readiness	11
3.2.1 Testing and verification.....	11
3.2.2 Commissioning and Operational Readiness activities	11
3.3 Codes and Standards	11
3.4 Design Documentation.....	12
3.4.1 Management of Electrical Hazards	12
3.4.2 Electrical Hazard Checklist	12
3.5 Operation and Maintenance Manual.....	14
Attachment A Initial Design Management Plan.....	15
Attachment B Initial Construction and Site Management Plan.....	16
Attachment C Initial Construction Environmental Management Plan	17
Attachment D Initial System Safety Plan	18
Attachment E – Ground Floor Office Refurbishment Area.....	19
Attachment F – Allocated Car Parking Space for Construction	20
Attachment G - Division of Responsibilities	21

2. Project Overview

2.1 Project overview

Under the Delivery Deed and TLS Deed, the Contractor is responsible for the design, development, manufacture, testing, commissioning and TLS of 24 Sets.

To facilitate the testing, commissioning and TLS of the Sets by the Contractor, TfNSW has designated space for the Maintenance Facility Site within the Mortdale Maintenance Centre.

The Contractor must determine, design, plan and deliver any changes to the Maintenance Facility Site that it considers necessary in order to deliver the TLS Phase Activities (as defined in the TLS Deed) for the Sets.

Section 2 of this document will set out the key features relating to the Maintenance Facility Site.

Section 3 of this document sets out specific requirements for the Works, including the design life of elements of the Works.

The Contractor's Outline Design has been prepared by the Contractor and describes in detail the Works to be designed and constructed by the Contractor.

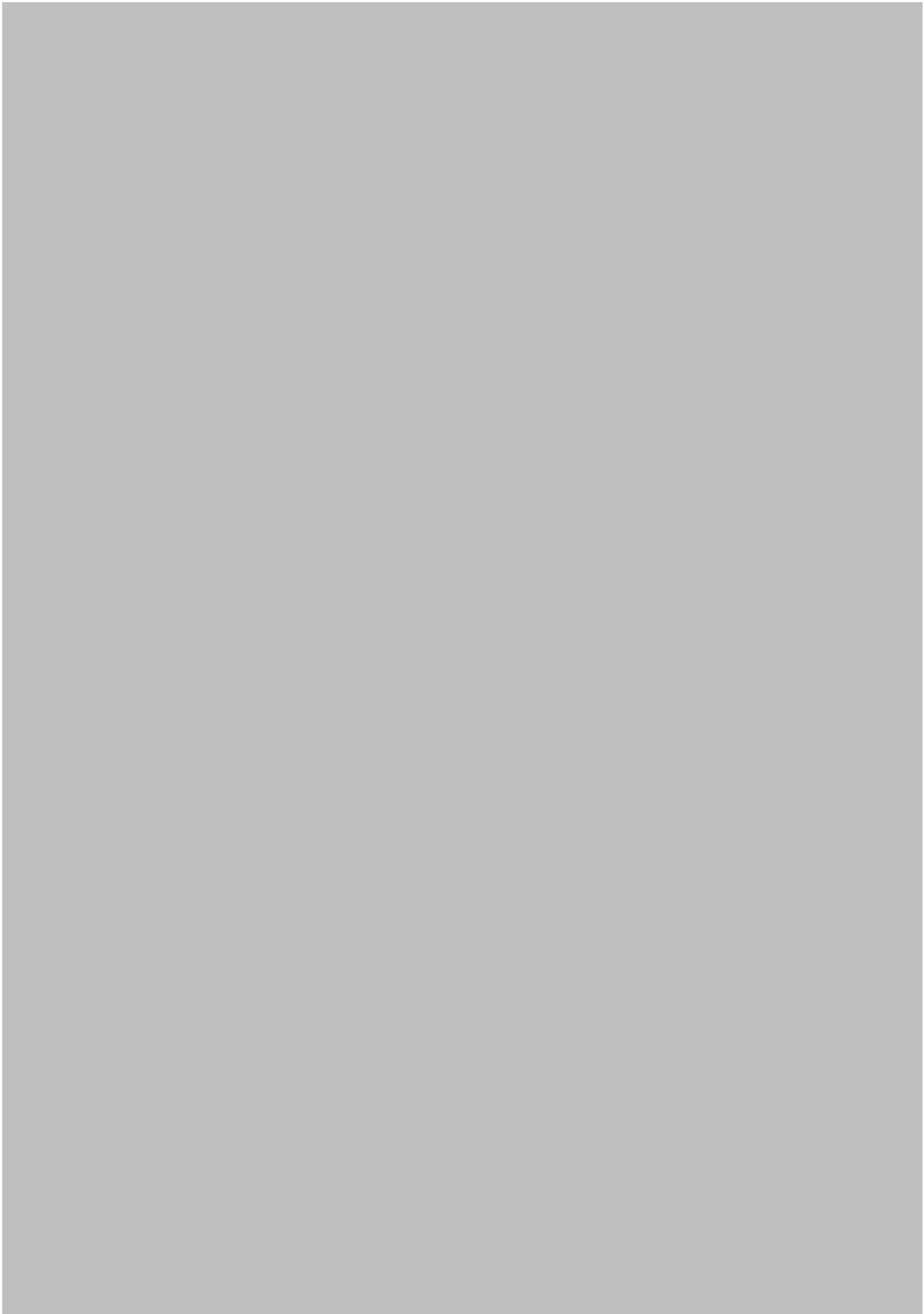
The Maintenance Facility Site is located within the Mortdale Maintenance Centre.

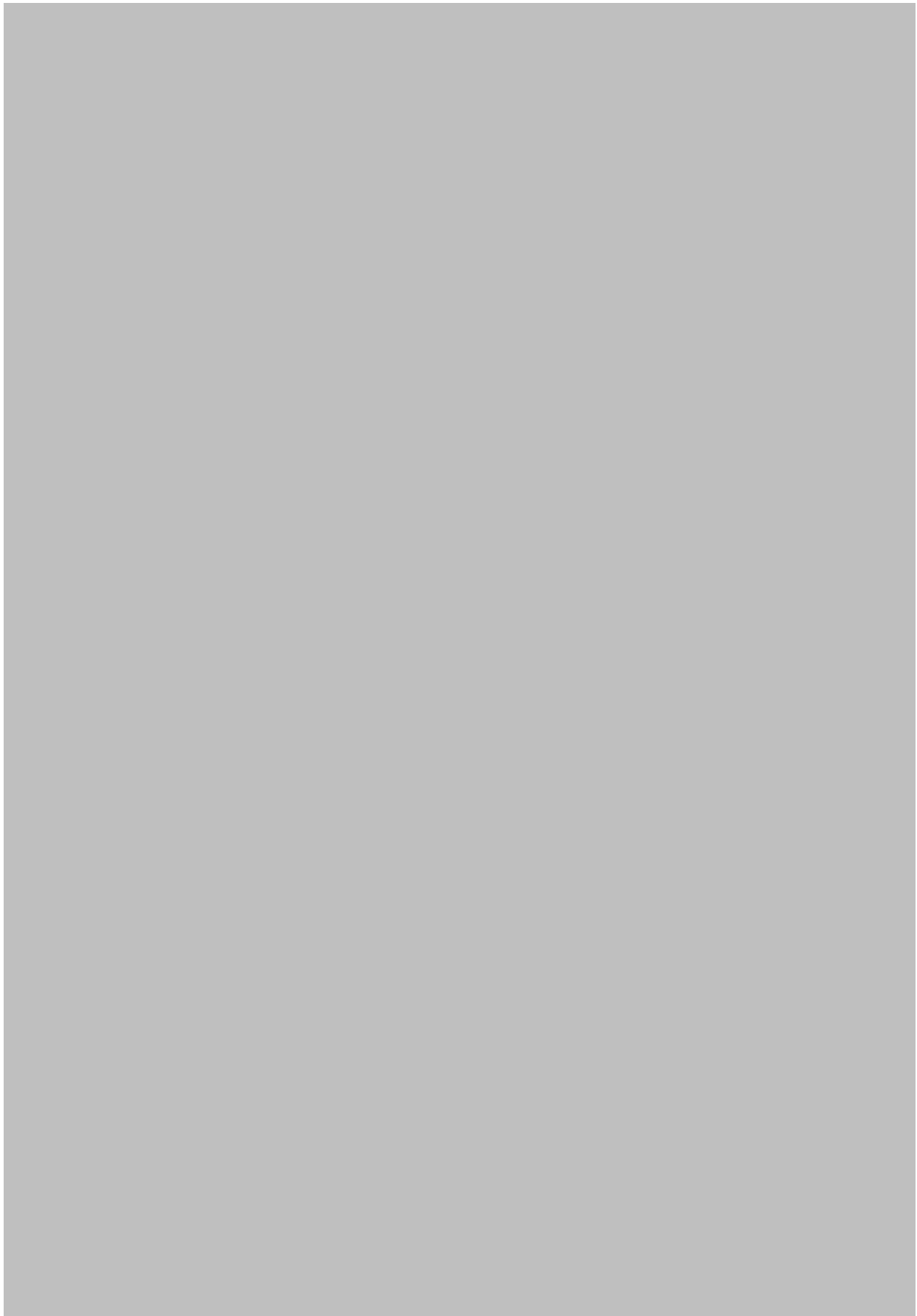
The Maintenance Facility Site is adjacent to the Illawarra Line (refer figure 1 below).

The Operator will continue to occupy those parts of the Mortdale Maintenance Centre which are not designated as the Site.

The approximate area allocated to the Contractor as the Maintenance Facility Site within the Mortdale Maintenance Centre is indicated in Figure 1 below. The Site is as described in Schedule 29 of the General Conditions.

Sydney Trains has previously undertaken preliminary investigation into concepts to improve the functionality of the Mortdale Maintenance Centre. The outputs from these studies have been provided as Information Documents and Materials.





- ii. Disability (Access to Premises – Buildings) Standards – 2010; and
- iii. Disability Discrimination Act – 1992;
- (f) City Council(s) Codes, Standards and Guidelines for works on Council property;
- (g) Roads & Maritime Services codes and standards as applicable to the Works;
- (h) requirements of applicable Authorities; and
- (i) applicable Australian standards.

3.4 Design Documentation

For the avoidance of doubt, the Contractor must prepare and submit all Design Documentation and other deliverables, including Management Plans and programs, required under the Contract, in accordance with the requirements relating to that relevant deliverable as set out in the Contract, including the TSR.

The Contractor must develop and complete the design through the design stages described in its Initial Design Management Plan, appended as Attachment A to this Works Brief. The Contractor must also at each design stage submit, at a minimum, the design packages identified in its Initial Design Management Plan.

3.4.1 Management of Electrical Hazards

With regard to management of electrical hazards in the Maintenance Facility, the detailed design phase submissions must include:

- (a) a comprehensive review and development of design objectives, safety requirements and initial operating procedures/processes;
- (b) the results of a comprehensive hazard analysis process and HAZOP workshops conducted to provide detailed justification of the safety SFAIRP associated with the systems of safe work; and
- (c) demonstration that the non-exhaustive checklist provided in section 3.4.2 has received due consideration in the design process.

3.4.2 Electrical Hazard Checklist

The following non-exhaustive electrical hazard checklist for maintenance facilities is intended as a guide for application to the design and development of electric rolling stock maintenance facilities and the related site operating practices. It is intended that these topics be considered in detail at the design stage as part of the process to ensure harmonisation between operating protocols and hardware design. The list is non-exhaustive, may include items which do not apply to a specific facility, and is intended to support, not to replace, proper safety in design practices.

Table 3: Electrical Hazard Checklist

Electrical Hazard Checklist for Maintenance Facilities	
(a)	How is the interfacing of the traction return system to be managed with respect to: <ul style="list-style-type: none"> i. touch potentials within the facility? ii. electrically driven plant sourced from the building supply?
(b)	How will the traction return cabling and the requirements for the safety earthing within the facility be coordinated?
(c)	How will a train enter the facility? Will it be self-propelled or moved by way of a

Electrical Hazard Checklist for Maintenance Facilities

Issues to be considered: Isolation Issues

- (a) Ensuring pantographs down before switching
- (b) Testing of OHW as being dead before connecting to earth (rail)
- (c) Indication of road status (presently the switching of red / green lights)
- (d) Ensuring that the isolation points are not breached once the road has been isolated

Issues to be considered: Maintenance Issues

- (a) Maintenance of the lockout system, Voltage monitor, cabling to rail / earth
- (b) Staff training in the lockout system including accreditation to switch OHW
- (c) Key management within the facility, coordination with the Sydney Trains system (non-duplication) and management of lost / damaged keys

3.5 Operation and Maintenance Manual

As a condition precedent to Completion of the Works, the Contractor must prepare and submit an operation and maintenance manual that sets out the maintenance and operating procedures required for the Maintenance Facility Site.

Attachment B Initial Construction and Site Management Plan

Title/Subject	File name
Construction Methodology	B3.5 - Construction Methodology.pdf

Attachment D Initial System Safety Plan

Title/Subject	File name
Safety Assurance	B3.6 - Safety Assurance.pdf

