

Schedule 6 – Assets

This Schedule and its Annexures 1 - 11 set out the Asset management regime within which the Asset Management Activities are required to be performed by the Operator in accordance with the requirements of Clause 23 (Asset Management) of the Contract on State Assets and Operator Assets (whether owned or leased by Operator) in order to keep them in a safe condition and achieve “whole of life” asset outcome requirements, and ensure the safe and fit for purpose condition of them, and includes the following requirements:

- (a) the Asset Management Framework requirement, which incorporates the Asset and Services Plan and the Asset Maintenance Standards;
- (b) the Asset and Services Plan, which:
 - (i) specifies how the Operator will implement policies and obligations set out in the Asset Management Framework; and
 - (ii) incorporates and must comply with all Asset Maintenance Standards;
- (c) Asset Maintenance Standards; and
- (d) Maintenance Works Program.

1. Definitions and interpretation

In this Schedule:

- (a) all terms that have defined meanings in the Contract have the same meaning in this Schedule as they do in the Contract;
- (b) a reference to a Clause is a reference to a Clause in the Contract;
- (c) a reference to a paragraph is a reference to a paragraph in this Schedule; and
- (d) a reference to a document that is not defined is a reference to the document with the same name as provided by TfNSW to the Operator and as updated from time to time.

In this Schedule, the following words have the following meanings:

Asset Data Rules has the meaning given in paragraph 8.1(e).

Baseline Condition Report has the meaning given in paragraph 11.1(c).

2. Asset Management Obligations

2.1 Asset Management Activities

- (a) The Asset Management Activities include:
 - (i) all services, obligations, activities and responsibilities under this Schedule; and

- (ii) the obligations to maintain Transit Stop Signage, including B-poles and information and collateral within supporting infrastructure such as shelters, in Schedule 1B (Services – Customer Interaction); and
 - (iii) the obligations to maintain the Dedicated Driver Facilities listed in Schedule 1D (Services – Special Services and Operating Activities) or as amended by the Parties from time to time, for the use of Drivers and Supervisors (including those from other regions and contracts) in accordance with the terms of the State Dedicated Driver Facility Licence (if any) or the applicable licence agreement entered into by the Operator for the whole or part of the Service Term.
- (b) Unless the context requires otherwise, 'Assets' for the purposes of this Schedule 6 (Assets) only, does not include Transit Stops (but does include Transit Stop Signage, B poles and plinths to the extent required in Schedule 1B (Services – Customer Interaction) or Licensed Areas. The Operator is not required to maintain Transit Stops, except Transit Stop Signage, B-poles and plinths to the extent required in Schedule 1B (Services – Customer Interaction).

2.2 Asset Management Framework requirement

- (a) The Operator must develop and implement an Asset Management Framework that aligns to the principles of ISO55001 to maintain the Assets and within which the Asset Management Activities are undertaken in accordance with the Asset and Services Plan and the requirements of this Schedule. The framework must be robust enough to ensure the safety and “whole of life” outcome of State Assets and Operator Assets (whether owned or leased by Operator).
- (b) The Asset Management Framework must be aligned with and, where appropriate, adopt the asset management policies and strategies described in the TfNSW publications titled 'Asset Management Framework' and Asset Management Policy' and satisfy all of the requirements set out in this Schedule.

2.3 General obligations

Without limiting paragraph 2.11 of this Schedule, the Operator must, as part of its Asset Management Activities, and including in accordance with the Asset and Services Plan:

- (a) ensure that each Contract Bus is registered and licensed in accordance with all Laws and complies with all Authorisations;
- (b) ensure that all Assets are operated and maintained in accordance with Good Industry Practice and so as to ensure that they are always in a condition which enables the Operator to comply with its obligations under the Transaction Documents;
- (c) ensure that all Assets, where applicable are installed and maintained in accordance with Original Equipment Manufacturer (OEM) specifications and requirements;
- (d) ensure that all Assets are operated and maintained within parameters provided by their OEM;
- (e) ensure that all warranties for Assets delivered during the term of the Contract are transferable to other parties at expiration or termination of the Contract;
- (f) ensure that the Assets are in a safe operating condition at all times and are maintained, equipped and operated in a safe manner and in compliance with all Laws and Authorisations, including the DDA Legislation;

- (g) ensure the performance of the Assets enables the Operator to satisfy all requirements of the Transaction Documents;
- (h) ensure that only suitably trained and competent personnel are engaged in respect of the Asset Management Activities;
- (i) keep the Assets in a clean and tidy condition and remove all waste, spillage, graffiti, litter and debris, including incident debris, and repair all damage;
- (j) maintain records of all Asset Management Activities carried out in the Asset Information System within 24 hours of the activity occurring;
- (k) conduct any other activities contemplated by the Asset and Services Plan;
- (l) inspect, weed, trim, mow, water, dewater, fertilise, repair, replace, plant, mulch all landscaped areas and non-structure areas of the Assets;
- (m) retain appropriate levels of spares (including any rotatable spares);
- (n) procure, maintain and update an Asset Information System;
- (o) maintain and provide an annual report on the number, type and condition of rotatable spares held of any TfNSW Systems and Equipment including ticketing equipment; and
- (p) maintain and repair Fire Suppression Systems, Tyre Pressure Monitoring and any other TfNSW Systems or Equipment installed on the Contract Buses.

2.4 Asset inspection and routine preventative maintenance

- (a) The Operator must conduct regular inspections and routine maintenance of the Assets in accordance with the Asset and Services Plan and applicable Asset Maintenance Standards as specified in the Asset and Services Plan.
- (b) Inspections must identify non-compliances and potential non-compliances in the performance of the Services, defects in and the condition of the Assets.
- (c) The outcomes of inspections must be recorded in the Asset Information System (e.g., Defect Management System) together with the Operator's action plan to rectify any non-compliance and any work to rectify performance. Without limiting the foregoing or the Operator's responsibilities, the Operator must promptly notify TfNSW of any material defect or potential warranty issue or claim in respect of any State Asset and comply with TfNSW's directions with respect to the pursuance of any warranty issue or claim, including management of such claim with the relevant manufacturer.

2.5 Asset replacement and refurbishment

- (a) Replacement and refurbishment of an Asset must be undertaken by the Operator where replacement or restoration of an Asset or components of an Asset is necessary for the Operator to meet the requirements of the Contract and for the Asset to achieve its Design Life.
- (b) Replacement or refurbishment of an Asset must meet the following requirements:
 - (i) where refurbishment of an Asset is undertaken, the functionality and performance of the refurbished Asset must be equivalent to the functionality and performance of the Asset when new; and
 - (ii) where replacement is undertaken with a new Asset, the functionality, performance and Design Life of the new Asset must be equivalent to or exceed the functionality, performance and Design Life of the replaced Asset when it was new.

2.6 Maintenance equipment

The Operator must procure any tools and equipment not comprising the State Assets and the TfNSW Systems and Equipment that are required to enable the Operator to comply with the requirements of the Contract, including maintaining the Assets in accordance with this Schedule.

2.7 Inventory and inventory control

The Operator must maintain a spares inventory at levels that permit the timely maintenance and replacement of the Assets through the Service Term and at the end of the Service Term, on the basis of continued operation as a going concern.

2.8 Condition monitoring

- (a) The Asset Management Framework must include a description of how condition monitoring will be used to assess the condition of Assets and how it will be used to inform changes to the Asset and Services Plan. The Operator must undertake condition monitoring in order to:
 - (i) identify and prevent as far as reasonably practicable, future Asset failures or degradation;
 - (ii) identify Assets that require maintenance, replacement or refurbishment;
 - (iii) provide objective analysis of the condition of the Asset which can be used to determine remaining serviceable life; and
 - (iv) enable analysis of trends in performance and reliability of Assets referable to location and system.
- (b) The method and frequency of condition monitoring and the minimum performance at which intervention is required must be:
 - (i) as defined in the Asset Maintenance Standards for that Asset;
 - (ii) as nominated by the manufacturer; and
 - (iii) otherwise sufficient to ensure the Operator's compliance with the requirements of the Contract.
- (c) The Operator must undertake an Asset condition assessment of the State Assets within 6 months of commencement of the relevant State Asset Access Agreement for each State Asset.

2.9 Addition and removal of a Contract Bus

- (a) TfNSW may, in its absolute discretion and at any time, update Annexure 1 (Existing Buses) by notice to the Operator provided that the number of Existing Buses does not overall change.

2.10 Compliance with Fleet Replacement Schedule

- (a) The Operator must implement and comply with the Fleet Replacement Schedule annexed at Annexure 1 of this Schedule. The Operator must not depart from that Fleet Replacement Schedule without the prior consent of TfNSW.
- (b) All Contract Buses acquired in accordance with the Fleet Replacement Schedule must be diesel Buses (unless otherwise approved or directed by TfNSW).
- (c) Unless otherwise approved or directed by TfNSW in its discretion, the Operator must ensure that:

- (i) as at the Services Commencement Date, the age of each Interim Bus is less than 17 years; and
- (ii) at all times during the Service Term, the maximum age of each Contract Bus does not exceed 25.99 years or such other maximum age (not being less than 25.99 years) as TfNSW may determine from time to time.

For the purposes of paragraph (b) above, the age of a Contract Bus will be taken to run from the date of manufacture on its compliance plate (noting that, for older buses with separate chassis compliance plates and body compliance plates, the date of manufacture is that which appears on the chassis compliance plate).

2.11 Existing Asset Defects

- (a) Except as expressly set out in any Transaction Document:
 - (i) TfNSW provides, and the Operator accepts, all State Assets (including any future Licensed Areas) and Dedicated Driver Facilities on an 'as is' basis and without warranty or representation of any kind from TfNSW; and
 - (ii) the Preceding Operator provides, and the Operator accepts, all Transfer Buses on an 'as is' basis and without warranty or representation of any kind from TfNSW or the Preceding Operator; and
 - (iii) the Operator has no Claim against TfNSW or the Preceding Operator in relation to the condition of any State Asset (including Licensed Areas), Dedicated Driver Facility or Transfer Bus.

3. Asset Maintenance Standards

- (a) As part of the Asset and Services Plan, the Operator must prepare, adopt and comply with all Asset Maintenance Standards as specified in the Asset and Services Plan, that include manufacturer's requirements in technical specifications and performance standards or such higher standards as may be required to meet the obligations of the Contract. The Operator must submit the Asset Maintenance Standards as specified in the Asset and Services Plan to TfNSW prior to the Planned Service Commencement Date in accordance with the requirements of Clause 23.3 (Asset and Services Plan) of the Contract.
- (b) Where there are no manufacturer's technical maintenance standards for an item of infrastructure the Operator must develop standards in accordance with T MU AM 01003 Development of Technical Maintenance Plans.
- (c) The Asset Maintenance Standards must cover each Asset and include;
 - (i) the specific performance characteristics which must be maintained;
 - (ii) potential faults or hazards which could affect each performance characteristic;
 - (iii) clearly defined severity ratings for each potential fault or hazard;
 - (iv) the severity ratings at which the fault must be rectified or the hazard removed (intervention level);
 - (v) the time period / response time within which any faults must be rectified or hazard removed; and

- (vi) condition indicators and condition ratings for each specific performance characteristic that will be used to record an objective assessment of the condition of the Asset and Asset type.
- (d) The Operator must review and improve the Asset Maintenance Standards on an ongoing basis throughout the Service Term to ensure that the Asset Maintenance Standards enable the Operator to comply with its obligations under the Contract.

4. Asset and Services Plan

- (a) As part of the Asset Management Framework, the Operator must develop, update and maintain the Asset and Services Plan in accordance with the TfNSW Transport Service Provider Asset and Services Plan Standard and so that it aligns to the principles of the Asset Management ISO 55000 suite of standards.
- (b) The Asset and Services Plan must reflect and support the Design Life of the Assets and not the length of the Contract.
- (c) The Asset and Services Plan or Asset Management Framework (as applicable) must:
 - (i) include an Asset management policy;
 - (ii) include a risk management policy;
 - (iii) describe the risk management process;
 - (iv) include an assurance and audit program where the Operator must conduct regular due diligence and internal audits. In addition, TfNSW (or its nominee) may conduct due diligence assurance assessments and audits at any time at its discretion and the Operator must provide all requested co-operation in respect of the same;
 - (v) include a management plan for subcontracted maintenance; and
 - (vi) specify the Asset Maintenance Standards that must be complied with.
- (d) Without limiting paragraph 4(b), as part of the Maintenance Works Program, the Asset and Services Plan must also contain a 30 year (rolling) forecast works program for the maintenance, refurbishment and/or replacement of Assets.
- (e) The program should include the following:
 - (i) Assets to be renewed with supporting justification;
 - (ii) timing of works; and
 - (iii) location and scope of works; and
 - (iv) the Fleet Replacement Schedule plus the projected fleet replacement beyond the Service Term to meet TfNSW's fleet age requirements.
- (f) As part of the Asset and Services Plan, the Operator must develop, implement and maintain a Maintenance Works Program which:
 - (i) describes the Asset Management Activities to be undertaken to meet the requirements of the Contract; and
 - (ii) describes the Asset interventions to be carried out during the following 24 months in sufficient detail to facilitate effective monitoring of all Asset Management Activities.
- (g) The Asset and Services Plan must specify the obligations required to meet the requirements of the Asset Maintenance Standards and this Contract.

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- (h) The Asset and Services Plan must specify obsolescence management obligations required to ensure that Assets meet their Design Life.

5. Asset Configuration Management

- (a) Configuration management arrangements within TfNSW are based on AS ISO 10007 Quality management – Guidelines for configuration management. Additionally, configuration management in TfNSW encompasses an asset assurance of configuration changes. The principles of configuration management in TfNSW can be summarised in the following activities:
 - (i) defining the assets or deliverables, being the configuration items that need to be managed;
 - (ii) appropriately managing changes to those configuration items;
 - (iii) making sure that information about the configuration items, that is configuration information, is consistent with the actual configuration items; and
 - (iv) having a documented system including the Asset Information System and tools as appropriate to demonstrate the activities in sub-paragraphs (a)(i) to (a)(iii) above.
- (b) The Operator must perform all configuration management (including asset assurance of configuration changes) for Assets consistent with principles in paragraph (a) and in accordance with the TfNSW Asset Management Configuration Plan (T MU AM 04001 PL), as issued and amended by TfNSW from time to time during the Service Term.

6. Competency Management

- (a) The Operator must perform engineering competence management and otherwise have comprehensive arrangements and systems for managing the competence of its staff, contractors, sub-contractors and other third party suppliers, relevant to the engineering and maintenance services provided.
- (b) The purpose of engineering and maintenance competence management is to ensure that only persons with the appropriate knowledge, skills and behaviours are engaged to perform activities defined for a specific function, within a specific engineering and maintenance service area or discipline.
- (c) This contributes to the overall assurance of engineering and maintenance services or products of the Operator's organisation, and mitigation or elimination of risk.
- (d) The Operator must perform the following Services, and provide, maintain, keep up to date and support a competency management system that aligns with AEO Guide to Engineering Competence Management (T MU CY 10503 GU, version 1) and covers the following:
 - (i) management of staff competence through a competence management system at the organisational level, as evidenced by project or work or service delivery plans;
 - (ii) identification and recognition of appropriate skills and proficiencies;
 - (iii) integration of competence management with business goals and personal and professional development;

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- (iv) recognition of prior learning and external qualifications;
 - (v) undertaking training and development needs analyses;
 - (vi) demonstration of continuing professional development (CPD);
 - (vii) competence records management;
 - (viii) management of sub-contractor and supply chain competence;
 - (ix) recognising key staff responsible for executing competence assessments and managing the competence management system; and
 - (x) knowledge management.
- (e) The Operator's "Services and Competency Management System" must address and include the following practices and activities:
- (i) defining job functions and skill types;
 - (ii) identifying the range of competencies;
 - (iii) mapping of skills and competency to job functions;
 - (iv) mapping of people to appropriate tasks;
 - (v) competency development plans of the organisation and staff;
 - (vi) planning, development and execution of appropriate training and development programs;
 - (vii) the method through which the 'O&M' will utilise the skills and competencies to meet its objectives; and
 - (viii) planning for future changes to the organisation or environment.

7. Handback Condition

At the Termination Date, the Operator must ensure that:

- (a) the Assets are in such condition to ensure a safe and reliable operation of the Services and comply with the requirements of the Contract;
- (b) all Asset Management Activities required under the Asset and Services Plan are complete and up to date;
- (c) any deficiencies in any Handback Asset, State Asset, Contract Depot or Operator New Bus that mean the Design Life, or the residual life, of the Handback Asset, State Asset, Contract Depot or Operator New Bus will not be achieved are rectified (unless such deficiencies were forecast with the approval of TfNSW to be rectified after expiry of the Service Term in the course of Asset Management Activities undertaken in accordance with the Asset and Services Plan);
- (d) any rotatable spares are in as new condition or refurbished in accordance with the Asset and Services Plan;
- (e) all special tools and equipment procured under paragraph 2.6 are maintained and fit for purpose and are suitable to maintain the State Assets, Contract Depots and Contract Buses as a going concern;
- (f) the Contract Depots are in no worse a condition than identified in the Baseline Condition Report under paragraph 11.1(c) of this Schedule;
- (g) all Assets are performing to their intended function and are fault free; and

- (h) Assets are clean and free from graffiti and defects (subject to fair wear and tear), provided that nothing in this Contract will require the Operator to ensure that any Asset is in a better state or condition than is required under the Contract.

8. Asset Information System

8.1 General requirements of the Asset Information System

- (a) The Operator must provide, maintain, keep up to date and support an Asset Information System covering all Assets.
- (b) The Operator must:
 - (i) comply with the TfNSW Asset Information Handover Requirements Standard (T MU AM 01014 ST);
 - (ii) record all Asset information in the Asset Information System and keep such information up-to-date and accurate throughout the Service Term, including changes arising from:
 - (A) configuration changes to the Assets;
 - (B) like-for-like exchange of components;
 - (C) Asset faults reported and corrective actions taken; and
 - (D) Asset Management Activities undertaken;
 - (iii) record the procurement, acquisition, maintenance and disposal (which is subject to the approval of TfNSW) of all Assets in accordance with the requirements of the Contract;
 - (iv) use the Asset Information System to generate reports on:
 - (A) the achieved performance and condition of the Assets; and
 - (B) Asset use;
 - (v) use the Asset Information System to support Asset performance analysis;
 - (vi) record the spares and consumables inventory data within the Asset Information System;
 - (vii) provide the necessary database tools, asset reference codes and naming conventions, manuals, documentation and training required to enable the maintenance and exporting of Asset Information System data to be performed;
 - (viii) provide on-going training on the Asset Information System for TfNSW's Associates;
 - (ix) allow TfNSW to audit the validity, accuracy and currency of all data held within the Asset Information System at any time, including in relation to defect management and record of complaints; and
 - (x) support the integration of Data with TfNSW's cluster-wide asset information system.
- (c) The data, reports and information held and processed within the Asset Information System Data and is New Contract Material for the purposes of Clause 28.2 (New Contract Material) of the Contract and is the property of TfNSW.

- (d) The Operator must make available to TfNSW at all times all Data and reports held in the Asset Information System in password-protected real-time format which incorporates full monitoring, review, searching and custom report generation facilities.
- (e) The Operator must proactively cooperate with TfNSW to develop Asset data rules (**Asset Data Rules**). When the Asset Data Rules are finalised, the Operator must ensure that all Data held in the Asset Information System complies with the Asset Data Rules going forward and must ensure that all Data entered into the Asset Information System prior to the finalisation of the Asset Data Rules also comply with the Asset Data Rules.

8.2 Information requirements of the Asset Information System

- (a) Assets must be labelled at an appropriate level of disaggregation to allow Asset management and reporting in accordance with the Contract and the TfNSW Standards naming convention including but not limited to buses, maintenance equipment, buildings, stops and systems.
- (b) The Asset Information System must include for all Assets unless otherwise agreed with TfNSW:
 - (i) a complete Asset register;
 - (ii) design information (i.e. design documentation, calculations, drawings etc.);
 - (iii) as built information;
 - (iv) supplier/vendor information;
 - (v) Asset type, function and output association;
 - (vi) Asset identifier including serial number;
 - (vii) age of Asset;
 - (viii) location of Assets;
 - (ix) current operational status;
 - (x) failure profile including operational impact assessment and failure history;
 - (xi) reliability analysis aligned with FMECA (Failure Mode, Effects, and Criticality Analysis);
 - (xii) maintenance history, including pre-approval activities and warranty history;
 - (xiii) forward Asset maintenance and replacement and refurbishment plans;
 - (xiv) manufacturer's maintenance requirements;
 - (xv) Asset Design Life and remaining life;
 - (xvi) Asset dependency conditions;
 - (xvii) Asset condition data and models;
 - (xviii) testing and commissioning records;
 - (xix) inventory of spares and consumables;
 - (xx) minimum levels for re-ordering;
 - (xxi) Asset criticality;

- (xxii) special conditions (i.e. environmental, heritage, confined space, dangerous materials etc.); and
- (xxiii) capital acquisition cost, depreciation and residual value (if required by TfNSW).
- (c) The Asset Information System must hold supporting information including:
 - (i) operations and maintenance manuals;
 - (ii) original equipment manufacturer manuals;
 - (iii) Asset Maintenance Standards including technical maintenance plans and manuals;
 - (iv) training materials, and
 - (v) drawings.
- (d) Asset records must be structured to reflect the requirements of the Asset and Services Plan including, but not limited to, supporting effective monitoring of scheduling of maintenance activities and defect rectification.
- (e) The Asset Information System must be developed no later than three months before the earlier of the Planned Services Commencement Date and the date on which the Operator takes possession of any State Assets and data must be entered into the Asset Information System in accordance with this schedule from that time.

8.3 Asset Information System design requirements

The Asset Information System must:

- (a) be able to export all Data in an agreed standard industry format (including Excel) retaining all Asset details and hierarchies;
- (b) have the capability of integrating Asset Data into a common user format;
- (c) be capable of providing integrated Asset information (including Asset performance) within a "dashboard" format to TfNSW and all approved stakeholders covering the Data required under paragraph 8.2 of this Schedule;
- (d) have the capability for scheduling, prioritising and altering Asset Management Activities;
- (e) provide records in respect of inventory management, generation of work orders, bills of materials, tracking of costs and Asset warranty Data;
- (f) apply version control to all maintenance procedures which is capable of identifying what version of a maintenance procedure was applied to an Asset at any given point in time;
- (g) be capable of recording all Asset Management Activities; and
- (h) record and report on asset failure system responses.

9. Design Life

The Operator must perform its Asset Management Activities so as to support and achieve

the following Design Life for each Asset:

Number	Asset	Design Life from entry into service
1	Civil and structural elements including foundations, retaining structures, culverts, tunnel elements, bridge structures and other structural load bearing elements unless specifically noted otherwise below	100 years
2	Permanent and inaccessible elements of fire protection, mechanical and electrical control systems	50 years
3	Drainage structures, tanks and inaccessible pipe systems	50 years
4	Earthing, bonding and electrolysis protection systems (inaccessible)	The same life as the structure in which it is buried
5	Earthing, bonding and electrolysis protection systems (accessible)	30 years
6	Non-load bearing masonry building elements	50 years
7	Fire systems – fixed parts including suppression, hydrant and hose reel systems	30 years
8	Foundation structures and any permanent connections for all artwork, signage and wayfinding systems, flood and scour protection	25 years
9	Signage and wayfinding – primary support systems (excluding foundation systems or panel faces/fascia panels)	15 years
10	Pumps, tanks and valves, pump control systems and accessible pipe systems	20 years
11	General lighting and electrical, ventilation, fire and other fire life safety services	25 years
12	Low voltage switchboards, lighting fixtures and electrical systems	30 years
13	External building roof finishes, glazing and external cladding	25 years
14	Building services – main switchboards, central systems and plant and reticulation	30 years
15	Cabling, conduits and cable support systems	30 years
16	Public telephone operator communication, public information systems and security systems	20 years
17	External furniture and fittings, fences and security/fire gates and doors	20 years
18	Internal non-structural elements, fit out, fixtures and finishes	20 years
19	Flexible (asphalt) road pavements, car park surfaces, external paving, footpaths, shared paths and hard landscaping features	20 years

Number	Asset	Design Life from entry into service
20	Multi-user screens, ICT, equipment and general whitegoods	5 years
21	UPS batteries, HV/LV switch/control batteries and battery chargers	15 years
22	Building structural elements	50 years
23	Facility plant and equipment	30 years
24	OCC server and rack support frames, computer flooring, cable support structures and seismic frame supports	30 years
25	OCC local HMI computers, screens, wall screens, printers and general OCC IT support equipment	5 years
26	Contract Buses (including all components and subsystems including TfNSW Systems and Equipment installed on the Bus)	25 years
27	Passenger information systems, PA, help points	15 years
28	Access control and security systems including CCTV	15 years
29	All other Assets and sub Assets not described above	Typical industry values for similar assets of a high standard and quality

10. Asset Livery

10.1 Uniform Livery Requirements

All livery and Operator' marks must be in accordance with the Contract and paragraph 10 of Schedule 1B Services (Customer Interaction).

11. Environment and Contamination

11.1 Condition of Infrastructure

- (a) The Operator must at all times during the Service Term ensure that in carrying out the Services:
- (i) Contaminants are not discharged unlawfully;
 - (ii) a condition of pollution does not arise and is not likely to arise;
 - (iii) no breach of any Environmental Law occurs;
 - (iv) no industrial waste or potentially hazardous substance is abandoned or dumped at the Contract Depots, Transit Stops, the Licensed Area or any Existing Facilities; and
 - (v) no industrial waste or potentially hazardous substance is handled in a manner which causes or is likely to cause an environment hazard.

(b) The Operator must:

- (i) obtain and maintain in full force and effect and comply with the terms of all Authorisations required in order to release or emit anything from the Contract Depots, Existing Facilities, Licensed Areas and Transit Stops into the air or water or on to the ground or into the Environment;
- (ii) permit TfNSW to enter the Contract Depots, Existing Facilities, Licensed Areas and Transit Stops on reasonable notice to enable TfNSW to satisfy itself that the Contract Depots, Existing Facilities, Licensed Areas and Transit Stops have not been Contaminated and that no breach of an Environmental Law has occurred;
- (iii) advise TfNSW of the existence of any Contamination of, or emanation from, the Contract Depots, Existing Facilities, Licensed Areas or Transit Stops contrary to any Environmental Law as soon as the Operator becomes aware of the matter;
- (iv) as soon as reasonably practicable, and in any event within two Business Days, after receipt of any penalty notice or direction or other notice or complaint issued under any Environmental Law in relation to the Contract Depots, Transit Stops, Licensed Areas or Existing Facilities give full details of it and copies of any notices, directions, or other instruments to TfNSW; and
- (v) provide TfNSW, or a third party on behalf of TfNSW immediately on request with access to the Contract Depots, Licensed Areas, Existing Facilities or Transit Stops and any other assistance as TfNSW or a third party on behalf of TfNSW may reasonably require in order to investigate or assess an Contamination or, in respect of Pre-existing Contamination of State Property in respect of which TfNSW is responsible under this Contract, manage the risk created by the existence or suspected existence of such Pre-existing Contamination and to carry out any Remediation Activities in connection with such Pre-existing Contamination.

(c) Not later than:

- (i) in respect of the Contract Depots (other than New Depots), Existing Facilities and Licensed Areas, two months after the Service Commencement Date; and
- (ii) in respect of any New Depots, two months after the Operator commences carrying out Services from the New Depot,

the Operator must:

- (iii) obtain, at its own cost, a report prepared by an independent and suitably qualified third party approved by TfNSW regarding the existing condition of the relevant Contract Depots, Existing Facilities, Licensed Areas and any New Depots including the existence of any Contamination at Contract Depots, Existing Facilities, Licensed Areas and any New Depots, in a form that is satisfactory to TfNSW acting reasonably (**Baseline Condition Report**); and
- (iv) provide TfNSW with a copy of the Baseline Condition Report.

11.2 Subsequent Contamination

The Operator is responsible for all Subsequent Contamination and must:

- (a) dispose of, or otherwise deal with, Subsequent Contamination in accordance with Law; and
- (b) remediate to the standard required by Law, Subsequent Contamination, the relevant property, the State Property or the land or seabed adjoining any property or State Property (and any other land to which any Subsequent Contamination has migrated or any land to which any Contamination has otherwise arisen out of or in connection with the Services) to the extent to which:
 - (i) it is in any way degraded by Subsequent Contamination; and
 - (ii) the Subsequent Contamination is of such a nature that an “Environmental Auditor” or other relevant Governmental Agency could issue a statutory notice requiring it to be remediated or it is otherwise necessary at Law for it to be remediated. In this paragraph the term 'remediate' includes to remove, disperse, abate, destroy, dispose of, treat, cap, contain, evacuate or manage and any associated testing, monitoring and assessment.

11.3 Contamination at Contract Depots

Notwithstanding anything to the contrary, the Operator is solely responsible for any Contamination in, on or under, any Contract Depots, including all New Depots and Existing Depots, including any Contract Depots that are State Property.

11.4 Clean Up Notices

- (a) Without limiting section 11.3 above, if a Clean Up Notice is served on TfNSW, or the Operator relating to Contamination in, on or under (or which has emanated from or is emanating from) State Property or any Contract Depot, then:
 - (i) if the Operator receives the Clean Up Notice the Operator must promptly provide TfNSW with a copy of the Clean Up Notice;
 - (ii) if TfNSW receives the Clean Up Notice TfNSW must promptly provide the Operator with a copy of the Clean Up Notice;
 - (iii) the Parties must meet as soon as practicable after service of the Clean Up Notice to determine, to the extent possible, whether and to what extent a Clean Up Notice in relation to State Property relates to Pre-existing Contamination or Subsequent Contamination;
 - (iv) to the extent that the Clean Up Notice relates solely to Subsequent Contamination, the Operator will at its sole cost and expense be responsible for complying with the Clean Up Notice;
 - (v) to the extent that the Clean Up Notice relates to both Pre-existing Contamination and Subsequent Contamination, the Operator will be responsible for complying with the Clean Up Notice to the extent that it relates to Subsequent Contamination;
 - (vi) to the extent that the Clean Up Notice relates to Pre-existing Contamination, TfNSW will at its sole cost and expense be responsible for complying with the Clean Up Notice; and

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- (vii) the Operator must provide TfNSW with such access to the State Property and other assistance as TfNSW may reasonably require in order to investigate, assess or manage the risk created by the existence or suspected existence of any Pre-existing Contamination.
 - (b) If, in relation to State Property, the Parties cannot agree within a reasonable period to what extent the Clean Up Notice relates to Pre-existing Contamination or to Subsequent Contamination:
 - (i) the Parties will:
 - (A) refer the matters in dispute to be determined by an “Environmental Auditor” to be approved by the Parties (such approval not to be unreasonably withheld or delayed). If the Parties cannot agree on the appointment of an Environmental Auditor within a reasonable period, TfNSW may determine who will be appointed as the Environmental Auditor. The “Environmental Auditor approved or determined under this paragraph being the **Environmental Auditor**;
 - (B) arrange for the Environmental Auditor to investigate the State Property the subject of the Clean Up Notice and prepare and provide to the Parties a report in accordance with all applicable Environmental Laws and relevant Governmental Agency guidelines and generally in accordance with Good Industry Practice (**Contamination Report**), which:
 - (I) describes the nature and extent of any Contamination which is the subject of that Clean Up Notice (**Notified Contamination**);
 - (II) describes the investigation undertaken to identify the nature and extent of the Notified Contamination;
 - (III) identifies, in the opinion of the Environmental Auditor, the extent to which the Notified Contamination:
 - (1) is Pre-existing Contamination; or
 - (2) is Subsequent Contamination; and
 - (IV) based on the conclusions in paragraph 11.4(b)(i)(B)(III), allocates liability for the Environmental Auditor's fees between TfNSW and the Operator in the same proportion as that Party's responsibility for the Contamination; and
 - (C) ensure that prior to finalising the Contamination Report, the Environmental Auditor provides a draft of the Contamination Report to both Parties and allows both Parties a reasonable period in which to provide the Environmental Auditor with comments regarding that draft Contamination Report. Those comments must also be provided by each Party to the other Party; and
 - (D) the findings of the Environmental Auditor contained in the final Contamination Report will be final and binding on the Parties (including regarding liability for the Environmental Auditor's fees) in the absence of manifest error.

12. Licensed Area Management

The obligations set out in this table apply to any Licensed Areas and do not limit the obligations of the Operator under Annexure 7 of this Schedule.

	Functional Description	R	A	S	C	I	When
12.1	Perform day to day maintenance of the Licensed Areas.	O	O			T	Continuing throughout the Term
12.2	Inspect, weed, trim, mow, mulch, water, dewater, fertilise, repair, replace, plant all landscaped areas of the Licensed Areas.	O	O			T	Continuing throughout the Term
12.3	Clean third party infrastructure such as TfNSW Systems and Equipment in the Licensed Areas.	O	O			T	Continuing throughout the Term
12.4	Report major maintenance issues at the Licensed Areas to TfNSW or as otherwise required by the Contract.	O	O		T	T	Continuing throughout the Term
12.5	If facilities for Staff are provided as part of the Licensed Areas, clean the facilities. Allow access to other bus operators as requested by TfNSW to staff facilities.	O	O		T	T	Continuing throughout the Term

Key:

R- Responsible

A - Accountable

S - Support

C - Consulted

I - Informed

Annexure 1 - Existing Buses

Ref	Registration Number	Fleet Number	VIN	Interim Bus	Transfer Bus	Bus Configuration	Manufacture Date	Monthly Principal and Interest Costs	Final Payment Month

Annexure 2 - Not used

Annexure 3 - Asset Presentation and Condition Schedule**PART A – CONTRACT BUSES****1. Presentation****1.1 Customer outcome**

The Operator must provide Customers with Contract Buses that are clean and free from the effects of dirt, grime and graffiti. This includes:

- (i) seats and armrests;
- (ii) entry and exit area and luggage storage;
- (iii) all surfaces inside and outside the Contract Buses (including the floor, ceilings, walls, doors, decals, handrails, draught screens and grab-handles); and
- (iv) windows and frames.

1.2 Standard – Performance

The Operator must maintain Contract Buses to a standard that at all times, must meet or exceed level 3 for cleanliness as defined in Schedule 4 (KPI) CE5 Asset Presentation.

1.3 Standard – Remediation

- (i) When an area of a Contract Bus outlined in paragraph 1.1(i) to this Annexure above has been observed by a member of Staff, or reported by a Customer, to be in a condition such that it may soil clothing or property, the relevant area shall be cleaned at the earliest opportunity. Contract Buses which are at level 1 for cleanliness shall be remediated immediately, or immediately removed from service if such immediate remediation is not possible.
- (ii) Once a major instance of graffiti has been observed by a Staff member, or reported by a customer, it shall be removed at the earliest opportunity.

2. Condition**2.1 Customer outcome**

The Operator must provide Customers with Contract Buses that are in good condition and free from damage (including graffiti and vandalism). This includes:

- (i) seats & armrests;
- (ii) entry and exit area and luggage storage;
- (iii) all interior and exterior surfaces of Contract Buses (including the floor, ceilings, walls, doors, decals, handrails, draught screens and grab-handles); and
- (iv) windows and frames (including window etching).

2.2 Standard – Performance

The Operator must maintain Contract Buses to a standard that at all times, must meet or exceed level 3 for condition as defined in Schedule 4 KPI CE5 Asset Condition.

2.3 Standard – Remediation

When a part of a Contract Bus has been observed by a Staff member, or reported by a customer, as broken or missing it shall be repaired or replaced at the earliest opportunity.

Once a major maintenance or safety issue has been observed by a Staff member, or reported by a customer, it shall be made safe and rectified at the earliest opportunity.

PART B – CONTRACT DEPOTS, EXISTING FACILITIES, DEDICATED DRIVER FACILITIES AND LICENSED AREAS**3. Presentation****3.1 Contract Depots, Existing Facilities, Dedicated Driver Facilities and Licensed Areas**

Contract Depots, Existing Facilities, Dedicated Driver Facilities and Licensed Areas must be kept clean and free from the effects of dirt, grime and graffiti.

3.2 Standard – Remediation

- (a) When an area of a Contract Depot, Licensed Area, Dedicated Driver Facility or Existing Facility outlined above has been observed by a member of Staff, or reported by a customer, to be in a condition such that it may soil clothing or property, the relevant area shall be cleaned at the earliest opportunity.
- (b) Once a major instance of graffiti has been observed by a Staff member, or reported by a customer, it shall be removed at the earliest opportunity.

4. Condition**4.1 Contract Depots, Licensed Areas, Dedicated Driver Facilities and Existing Facilities**

- (a) The Operator must maintain Contract Depots, Licensed Areas, Dedicated Driver Facilities and Existing Facilities in good condition and free from damage (including graffiti and vandalism).
- (b) Garden areas located within the Contract Depots, Licensed Areas, Dedicated Driver Facilities and Existing Facilities (**Garden Areas**) must be maintained in good condition including watering, mulching, mowing, weeding and pruning.

4.2 Standard – Remediation

- (a) When an area of a Contract Depot, Licensed Area, Dedicated Driver Facility and Existing Facility has been observed by a Staff member, or reported by a customer, as broken or damaged (or requiring maintenance if Garden Areas) it shall be repaired or replaced (or maintained if Garden Areas) at the earliest opportunity.
- (b) Once a major maintenance or safety issue has been observed by a Staff member, or reported by a customer, it shall be made safe and rectified at the earliest opportunity.

Annexure 4 - Asset and Services Plan

Asset and Services Plan to be inserted during the Transition Period. To be consistent with Operator's approach to asset management outlined in the Schedule A10 of the Tender (set out in this Annexure) and the requirements of the Contract and this Schedule 6 (Assets).

Annexure 5 - State Bus Lease

See attached

Annexure 6 - Existing Depots, Legacy Depots and Existing Facilities

The parties acknowledge and agree that the following Contract Depots are not State Assets, and the Operator's use of such Contract Depots is at the Operator's sole risk, as is any upgrade or improvement works required to be undertaken to such Contract Depots. The Operator has no Claim against TfNSW in relation to the condition, availability or suitability of such Contract Depots nor any delay or similar in upgrade or improvement works undertaken or required to be undertaken in respect of such Contract Depots.

Description	Title Details as at Commencement Date	Leased Area
[insert]	[insert]	[insert]
[insert]	[insert]	[insert]

Annexure 6A - Existing Depot: [insert]

See below.

Annexure 6B - Existing Depot: [insert]

See below.

Annexure 7 - Licensed Areas

Not used.

Annexure 8 - Depot Headlease

See attached.

Annexure 9 - State Bus Depot Lease

See attached.

Annexure 10 – State Dedicated Driver Facility Licence

See attached.

Annexure 11 – Operator Depot Lease Direct Deed

See attached.