



**Execution Version**

# Sydney Metro City & Southwest

## Southwest Metro Conversion and Station Works (SWM3)

### Incentivised Target Cost Contract

Contract No: SMC-24-1199

**Sydney Metro**

ABN 12 354 063 515

and

**John Holland Pty Ltd**

ABN 11 004 282 268

and

**Laing O'Rourke Australia Construction Pty Ltd**

ABN 39 112 099 000

## Schedules

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## **PART A – GENERAL**



## SCHEDULE A1

### Contract Particulars

**Designer**

*(Definition of 'Designer')*

- **Taylor Thomson Whitting**

TTW (NSW) Pty Ltd (ABN 74 649 974 112) of Level 6, 73  
Miller St, North Sydney NSW 2060

- **AGJV**

**Environmental  
Representative:**

*(Definition of 'Environmental  
Representative', Clause  
15.7)*

██████████ of Healthy Buildings International Pty Limited  
(ABN 39 003 270 693)

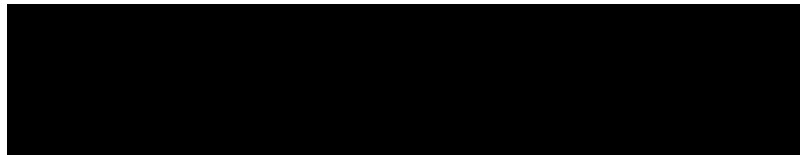
**Interface Contractors:**

*(Definition of 'Interface  
Contractors')*

the Operator  
SSJ Contractor  
Line-wide Contractor  
PSD/MGF Contractor  
CIDS/ODS Contractor  
SWM5 Contractor  
P4 Stations Contractor  
P5 Stations Contractor  
P6 Stations Contractor  
CIRA Contractor  
Sydney Trains

**Parent Company  
Guarantor:**

*(Definition of 'Parent  
Company Guarantor', Clause  
5.10(a))*



**Pre-Approved  
Subcontractor:**

*(Definition of 'Pre-Approved  
Subcontract Agreement' and  
'Pre-Approved  
Subcontractor')*

See **Attachment A** to this Schedule A1.

**Principal's  
Representative:**

*(Definition of 'Principal's  
Representative', Clause  
15.1)*



**Share of Savings - percentage to be applied:**

(Definition of 'Share of Savings', Clause 17.11)

**Share of Cost Overrun - percentage to be applied**

(Definition of 'Share of Cost Overrun', Clause 17.12)

**Target Cost**

(Definition of 'Target Cost')

**Tendering Probity Plan:**

(Definition of 'Tendering Probity Plan', Clause 13.15)

The appointment of SWM3 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)(ii))

- (a) The Contract excluding the Schedules; then
- (b) the SWTC; then
- (c) 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:**

(Definition of 'Third Party Agreements' and 'Requirement of Third Party Agreements', Clause 3.6(a)(iii))

**Draft Third Party Agreements**

- Draft SWM3 Scope of Works and Access Schedule
- Draft Licence for Permitted Use of the Shared Corridor

**Third Party Agreements**

- Sydney Water Interface Deed
- Third Deed of Amendment to the Sydney Trains Transition Agreement dated 27 September 2021
- Umbrella Works Authorisation Deed

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(Clauses 26.1(b) and 26.3(c)(i))

**ATTACHMENT A****List of Pre-Approved Subcontractors**

Full Company Name	ABN	Relevant works
		Asphalting
		Asphalting
		Asphalting
		Cable Supply
		Canopy Glazing, Louvres and Shopfront
		Canopy Glazing, Louvres and Shopfront
		Canopy Glazing, Louvres and Shopfront
		Canopy Glazing, Louvres and Shopfront
		Ceilings, Partitions & Aluminium/ Metal Cladding
		Ceilings, Partitions & Aluminium/ Metal Cladding
		Ceilings, Partitions & Aluminium/ Metal Cladding
		Civil & Structural Design
		Contact, Catenery wire and feeder cables supply
		Concrete/ quarry Supply
		Concrete/ quarry Supply
		Concrete/ quarry Supply
		Demolition, Hazmat Removal, Saw Cutting, Core Holing & Heritage Salvation
		Demolition, Hazmat Removal, Saw Cutting, Core Holing & Heritage Salvation
		Demolition, Hazmat Removal, Saw Cutting, Core Holing & Heritage Salvation
		Earthing & Bonding (Track & OHW)
		Earthing & Bonding (Track & OHW)
		Electrical Works
		Electrical Works

Full Company Name	ABN	Relevant works
		Electrical Works
		Electrical Works
		Fencing
		Fencing
		Fencing
		Fencing
		Fixed Gap Filler Supply
		Floor Tiling
		Floor Tiling
		Floor Tiling
		Floor Tiling
		Geotextile / Geogrid
		GST Supplier
		GST Supplier
		HDPE Perforated ADS Pipe Supply
		Impedance Bond (8 Car Ops)
		Landscaping
		Landscaping
		Landscaping
		Landscaping
		Loco Hire
		Manufacture and Supply Turnouts and Rail
		Manufacture and Supply Turnouts and Rail
		Manufacture and Supply Turnouts and Rail
		Masonry
		Masonry
		Masonry
		Masonry

Full Company Name	ABN	Relevant works
		Mechanical/ HVAC
		Mechanical/ HVAC
		Metal Screening (Perforated)
		Metal Screening (Perforated)
		Metal Screening (Perforated)
		Metal Screening (Perforated)
		OHW Droppers, Feeders and Specialist Clamps
		Operational Corridor Signage
		Piling
		Piling
		Piling
		Plant Hire
		Plant Hire
		Plant Hire
		Plant, Site Facilities and Equipment hire
		Pre-Cast Platform Units
		Plumbing/ Hydraulic Works
		Plumbing/ Hydraulic Works
		Plumbing/ Hydraulic Works
		Plumbing/ Hydraulic Works
		Rail Grinding
		Rail Grinding
		Rail Surveyor/ Monitor
		Rail Welding Kits
		Reinforcement Supply incl. OHW Footings
		Reinforcement Supply incl. OHW Footings
		Reinforcement Supply incl. OHW Footings
		Reinforcement Supply incl. OHW Footings

Full Company Name	ABN	Relevant works
		Road and Building Dilapidation Engineering Assessor
		Road and Building Dilapidation Engineering Assessor
		Road and Building Dilapidation Engineering Assessor
		Road and Building Dilapidation Engineering Assessor
		Road and Building Dilapidation Engineering Assessor
		Roofing
		Roofing
		Roofing
		Roofing
		Section Insulators and specialist OHW fittings
		Signalling Equipment supply incl. Train stops
		Spoil Disposal
		Spoilt Disposal & Haulage
		Spoilt Disposal & Haulage
		Station Platform (Regrading & Extension)
		Station Platform (Regrading & Extension)
		Station Platform (Regrading & Extension)
		Station Platform (Regrading & Extension)
		Station Platform (Regrading & Extension)
		Structural Steel & Decorative Metalworks
		Structural Steel & Decorative Metalworks
		Structural Steel & Decorative Metalworks
		Structural Steel & Decorative Metalworks

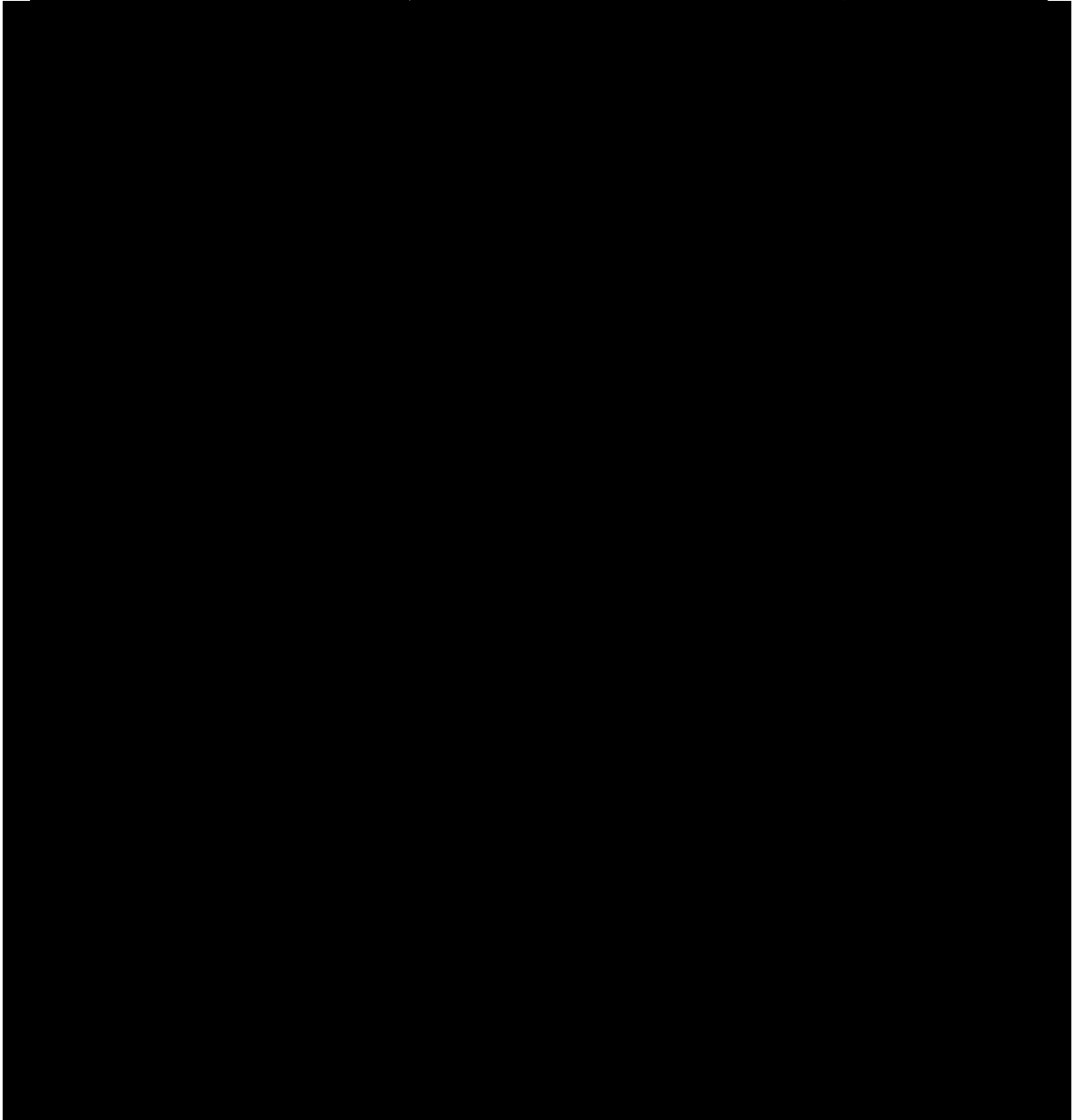
Full Company Name	ABN	Relevant works
		Structural Steel & Decorative Metalworks
		Structural Steel fabrication and precast concrete elements
		Surveyor/ Monitor
		Surveyor/ Monitor
		Surveyor/ Monitor
		Surveyor/ Monitor
		Track Circuits ( ) – 8 Car Ops)
		Ultrasonic Testing of Rail Welds
		Vegetation Removal and Tree Removal
		Vegetation Removal and Tree Removal
		Vegetation Removal and Tree Removal



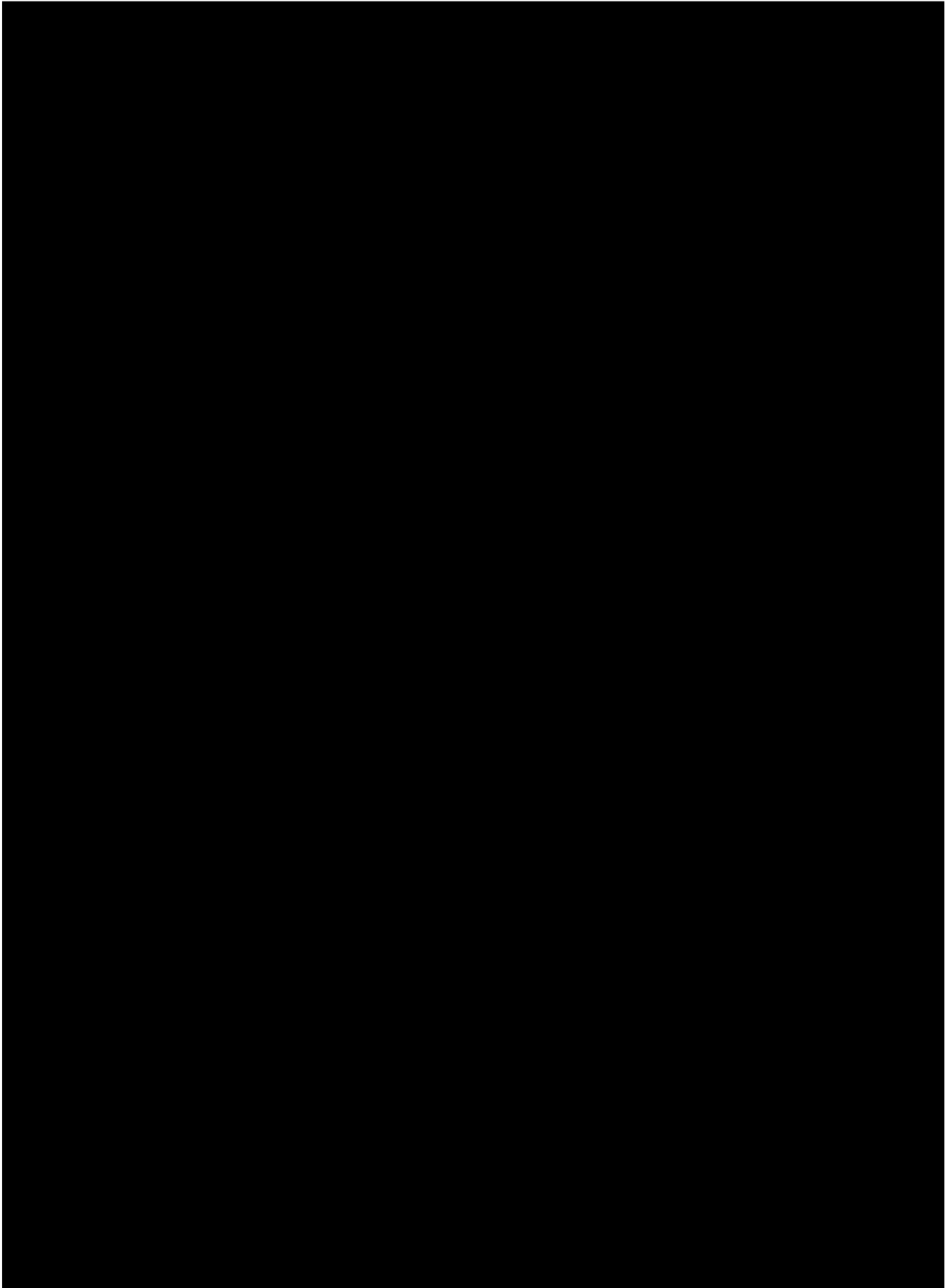
**ATTACHMENT B**

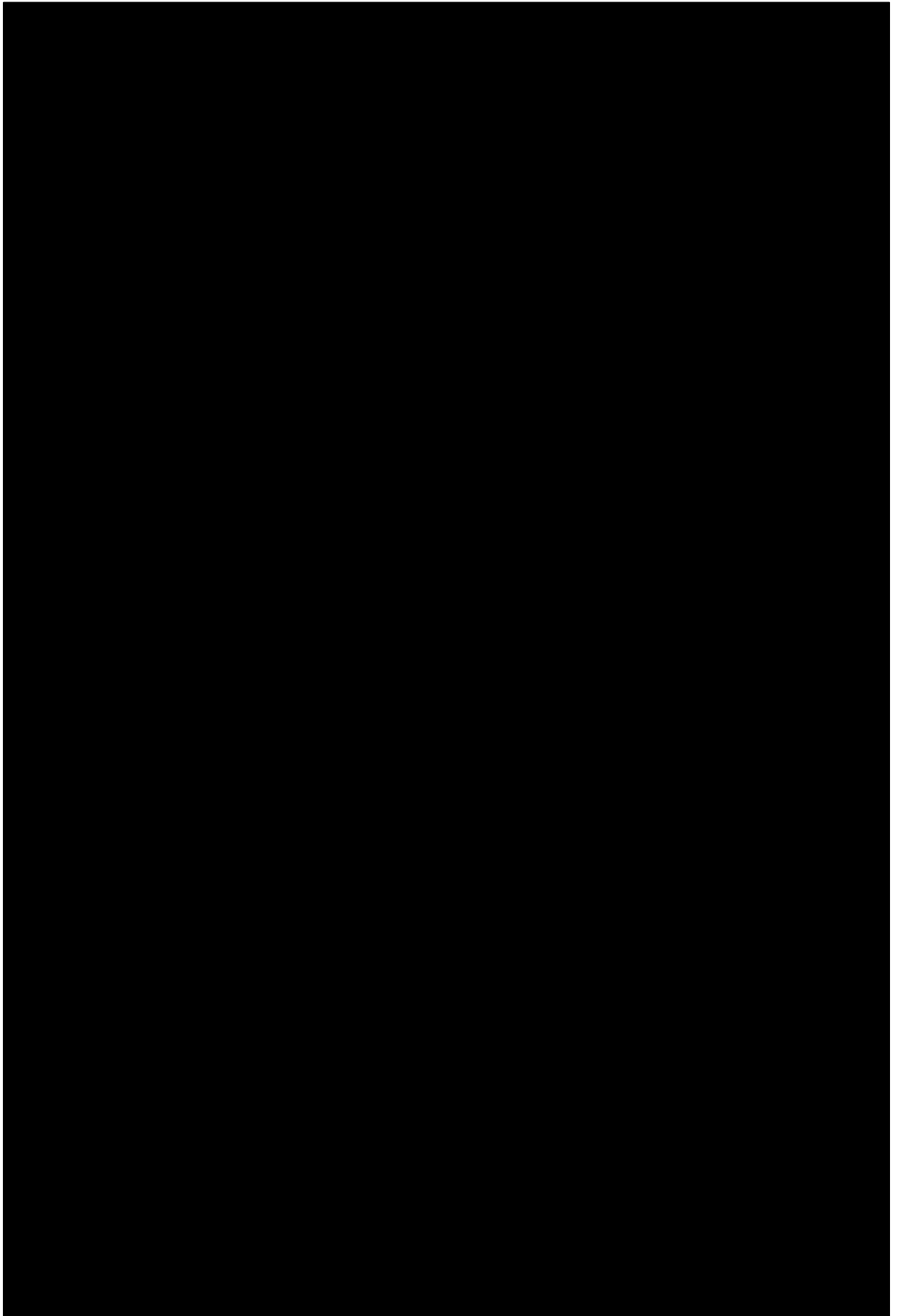
**Part A**

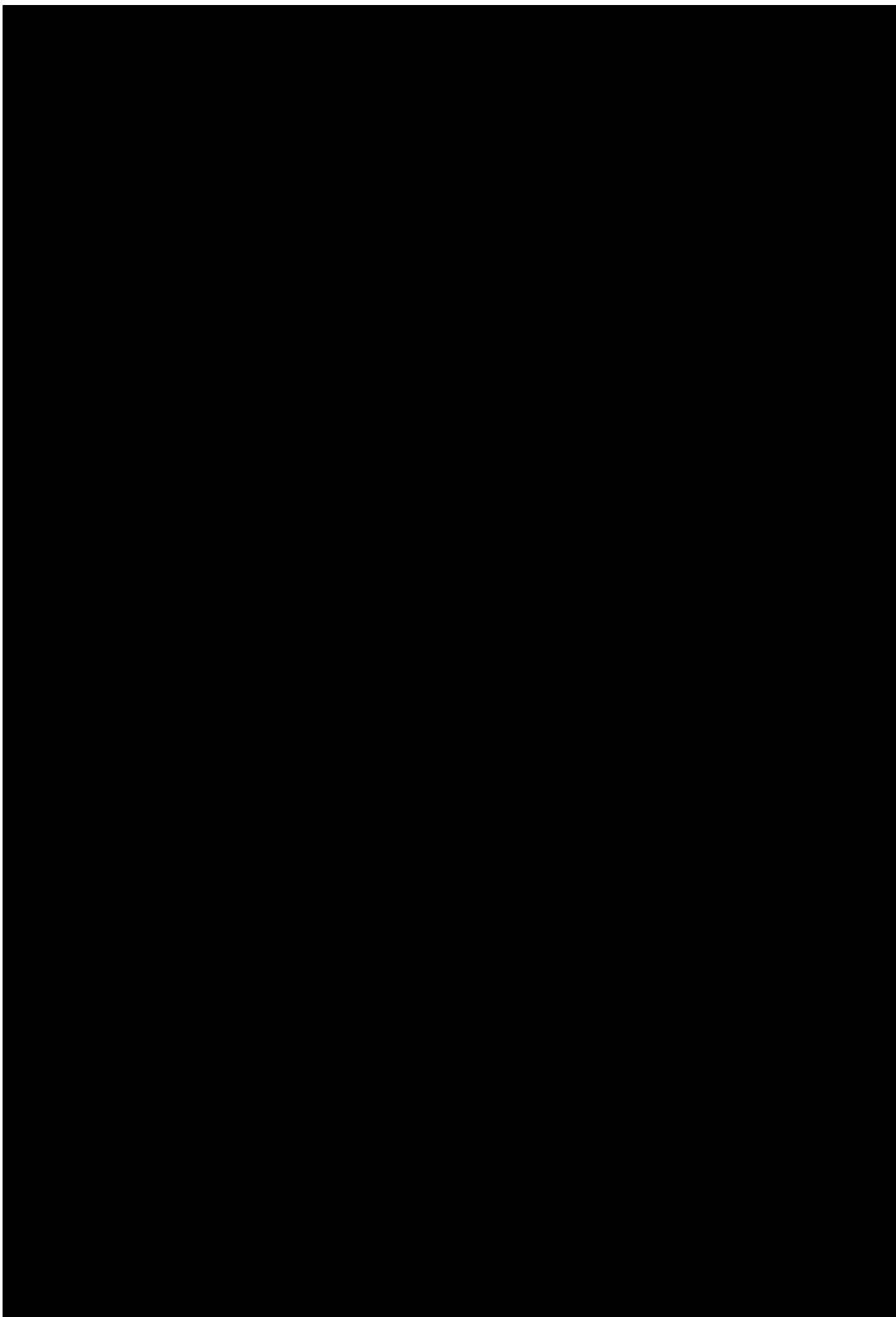
**Key Plant and Equipment**

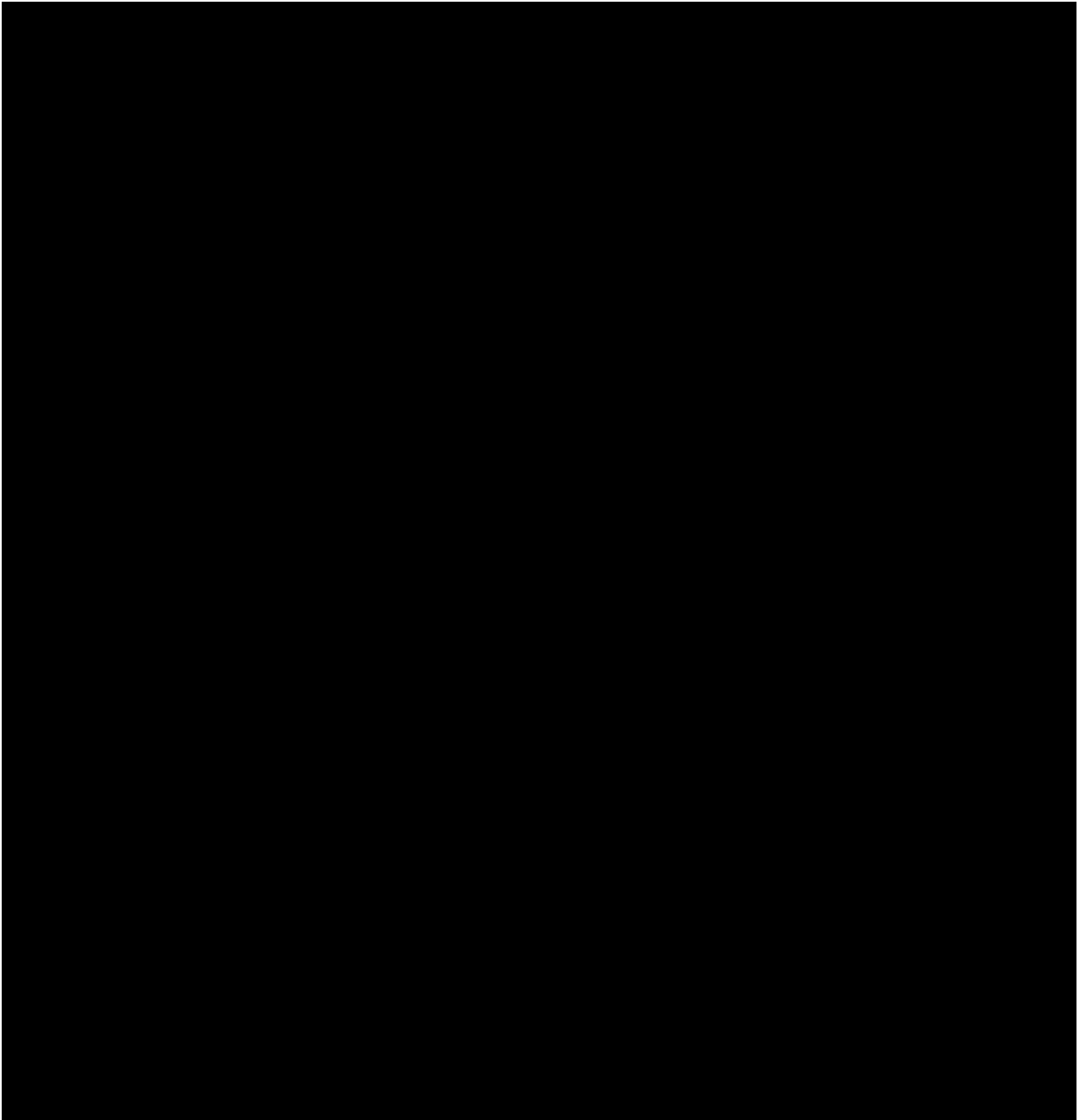
Key Plant and Equipment	Supplier
	

**Part B**









**SCHEDULE A2**

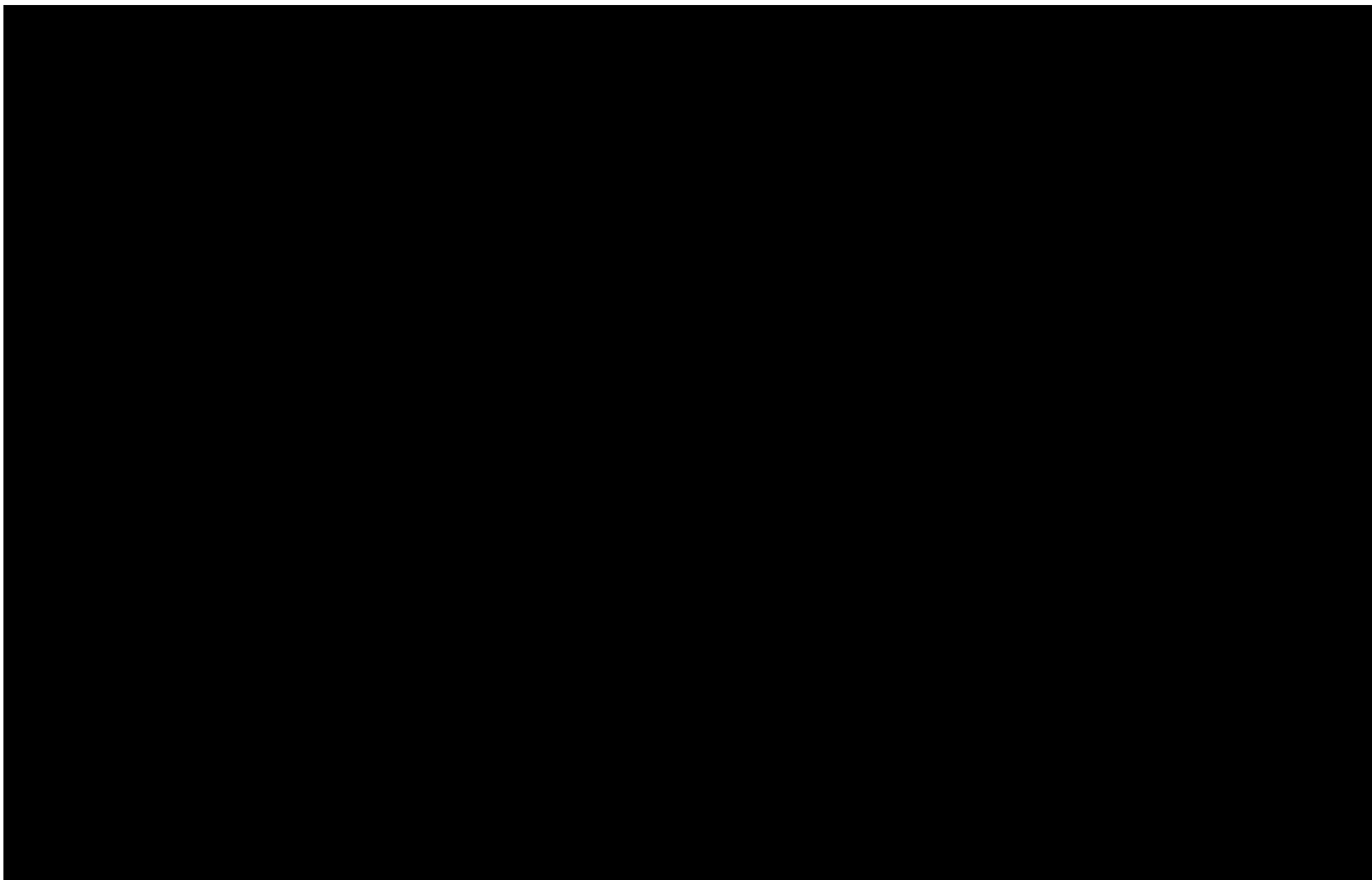
**Portions and Milestones**

(Clauses 1.1, 16, 17, 18 and 19)

1. **Portions**

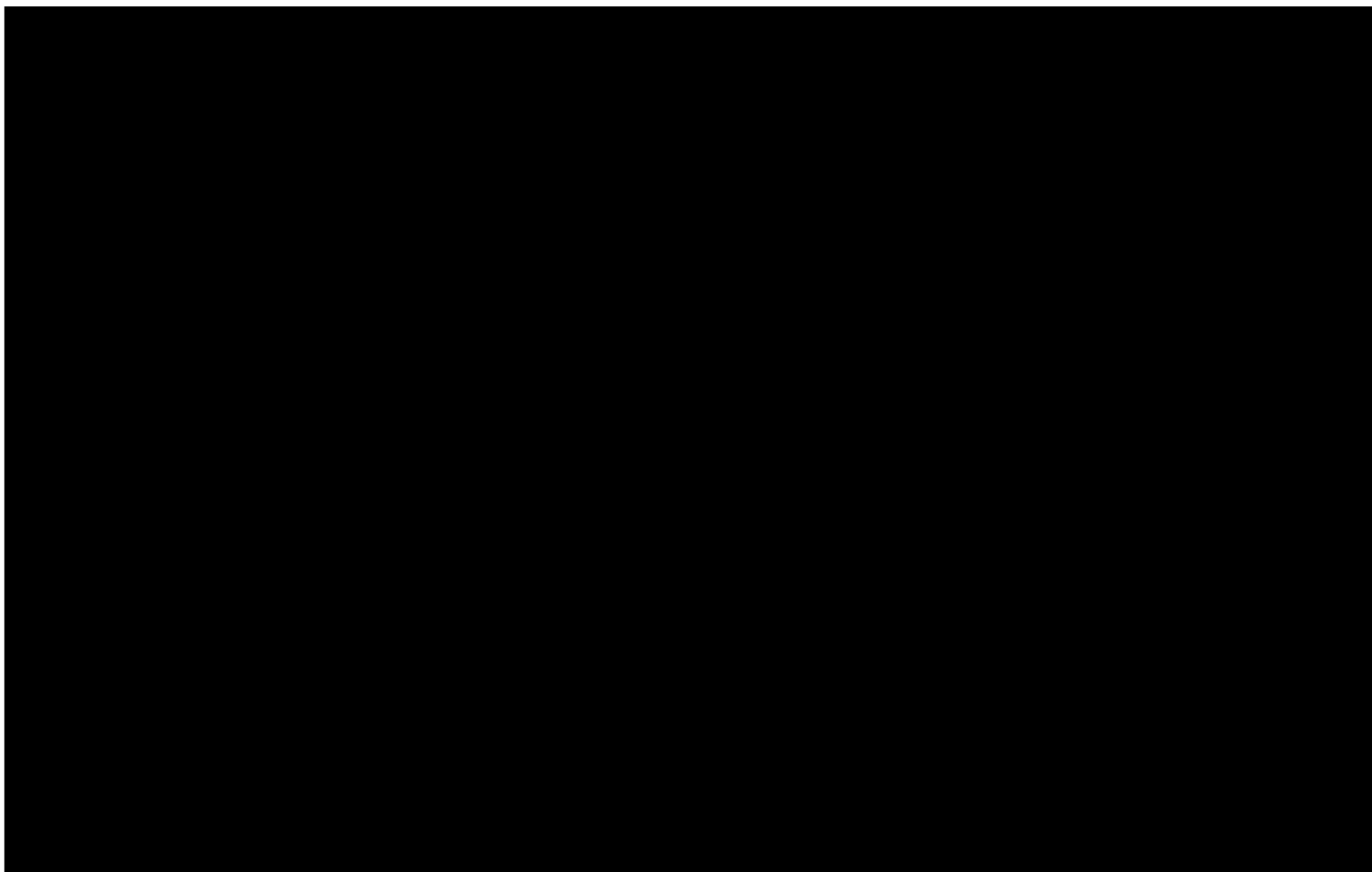
**Table 1 – Portions**

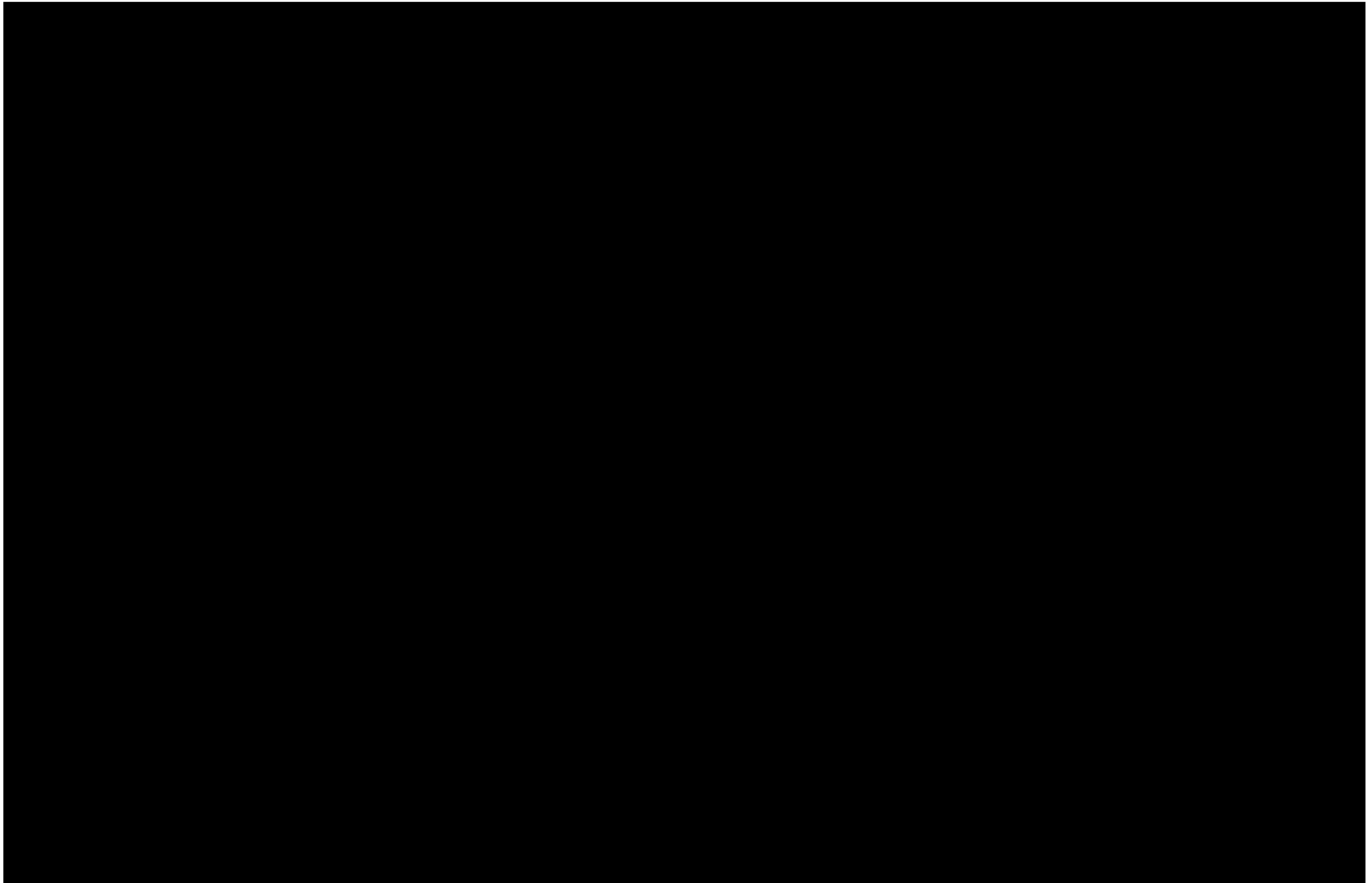
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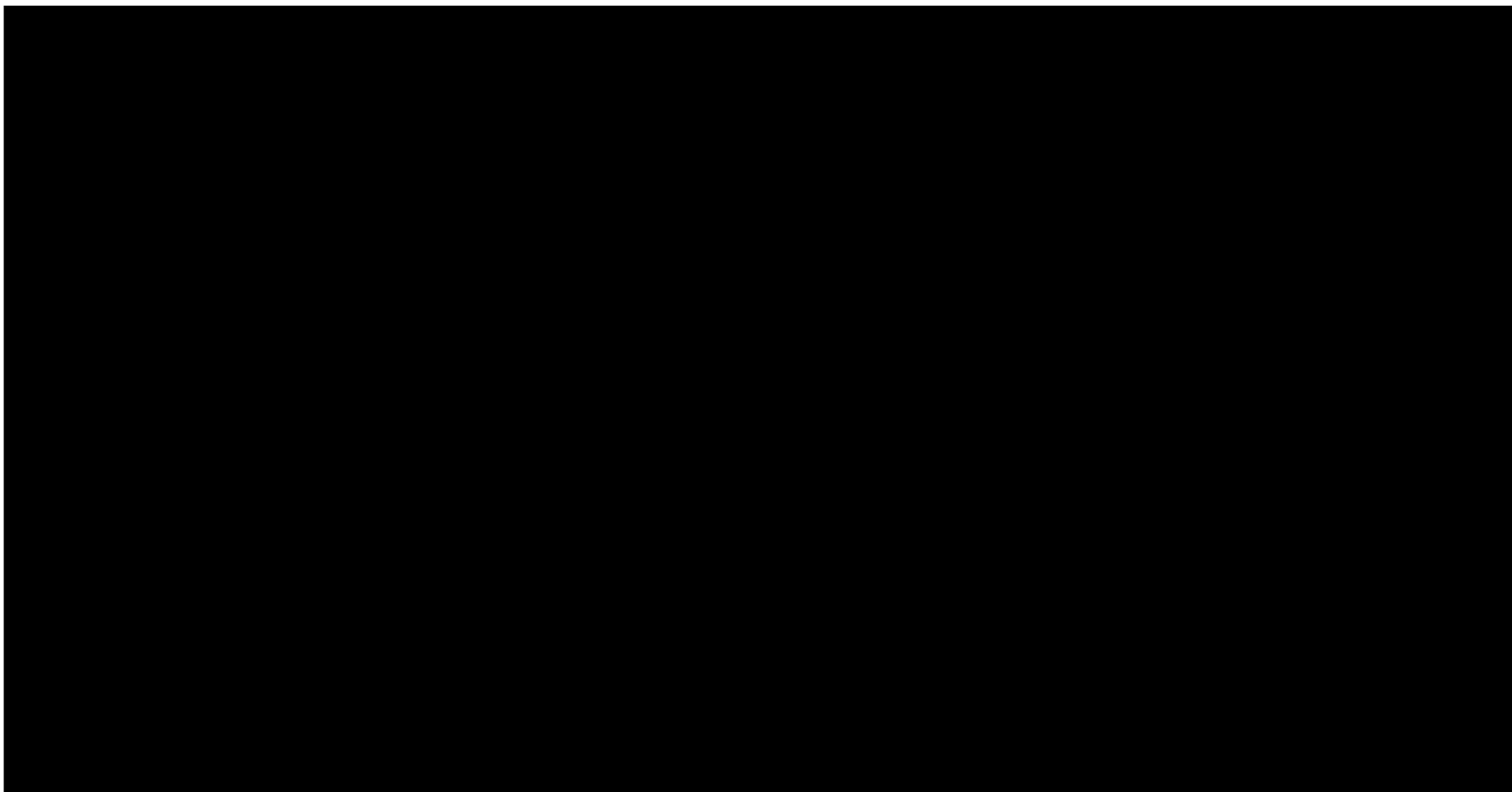








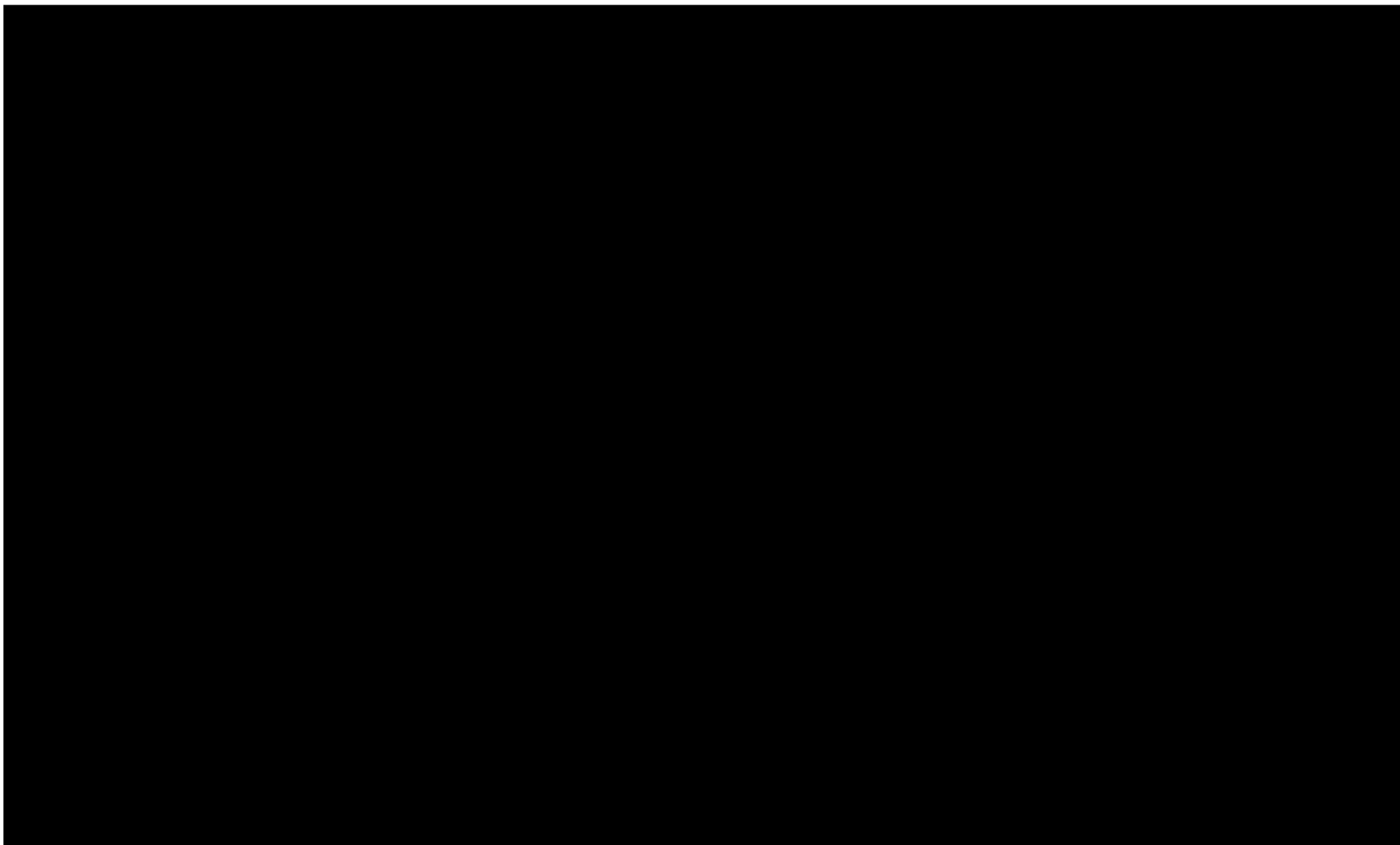


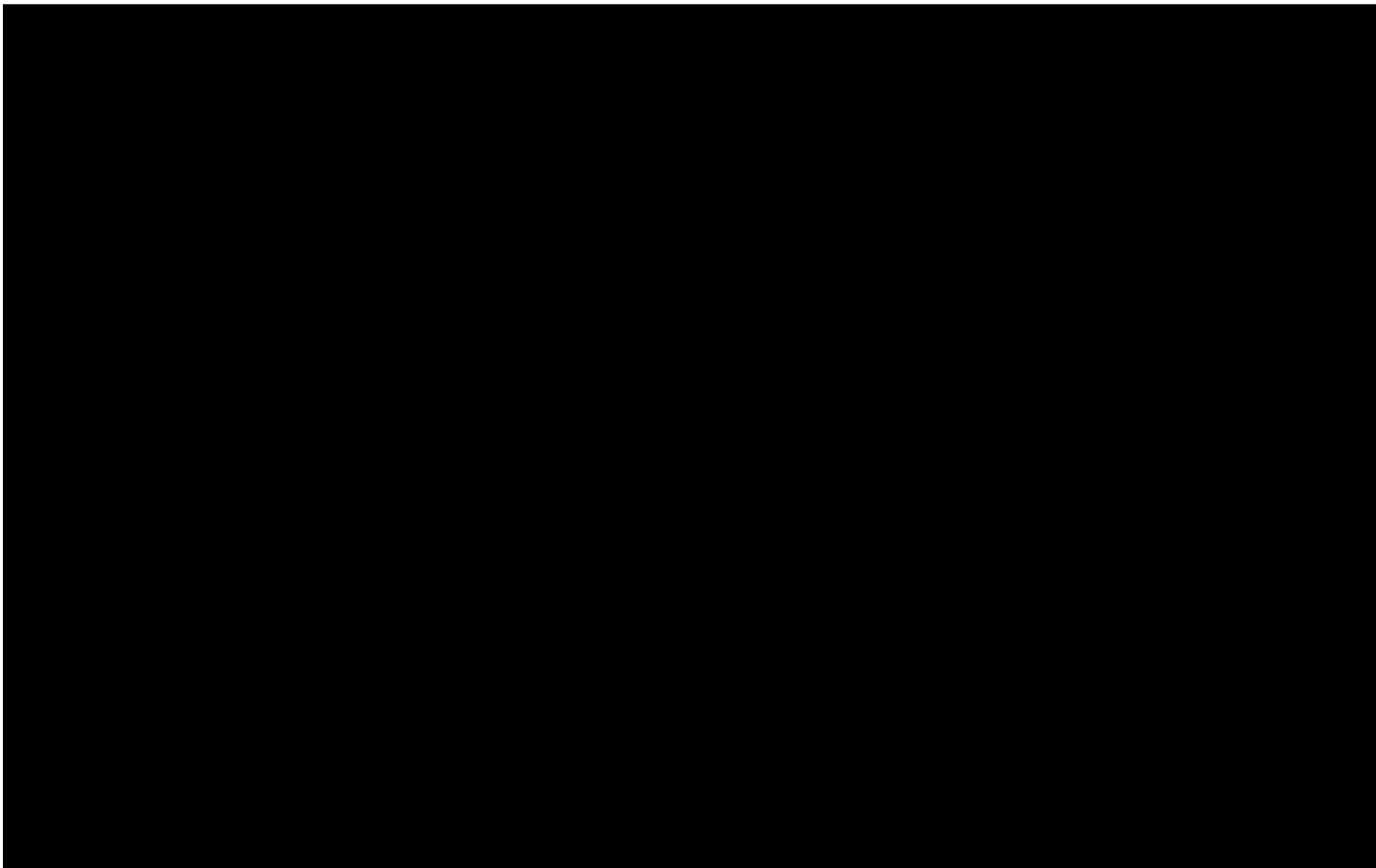


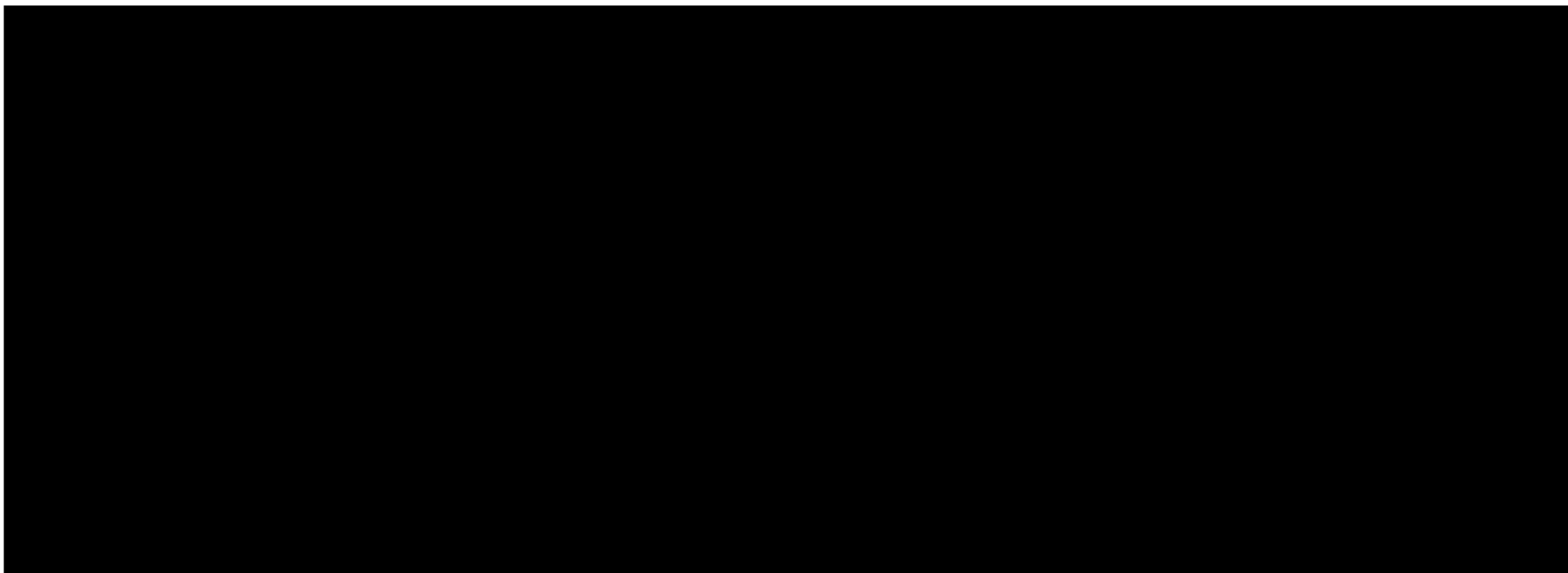
## 2. Milestones

### Table 2 – Milestones

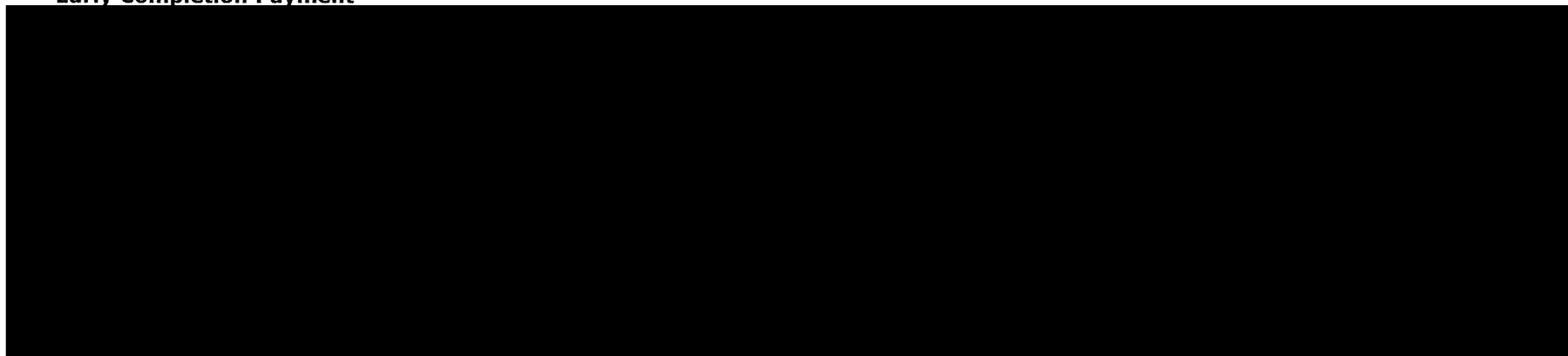
Milestone	Description	Early Completion Payment	Date Milestone Achievement	for Liquidated Damages







3. **Early Completion Payment**

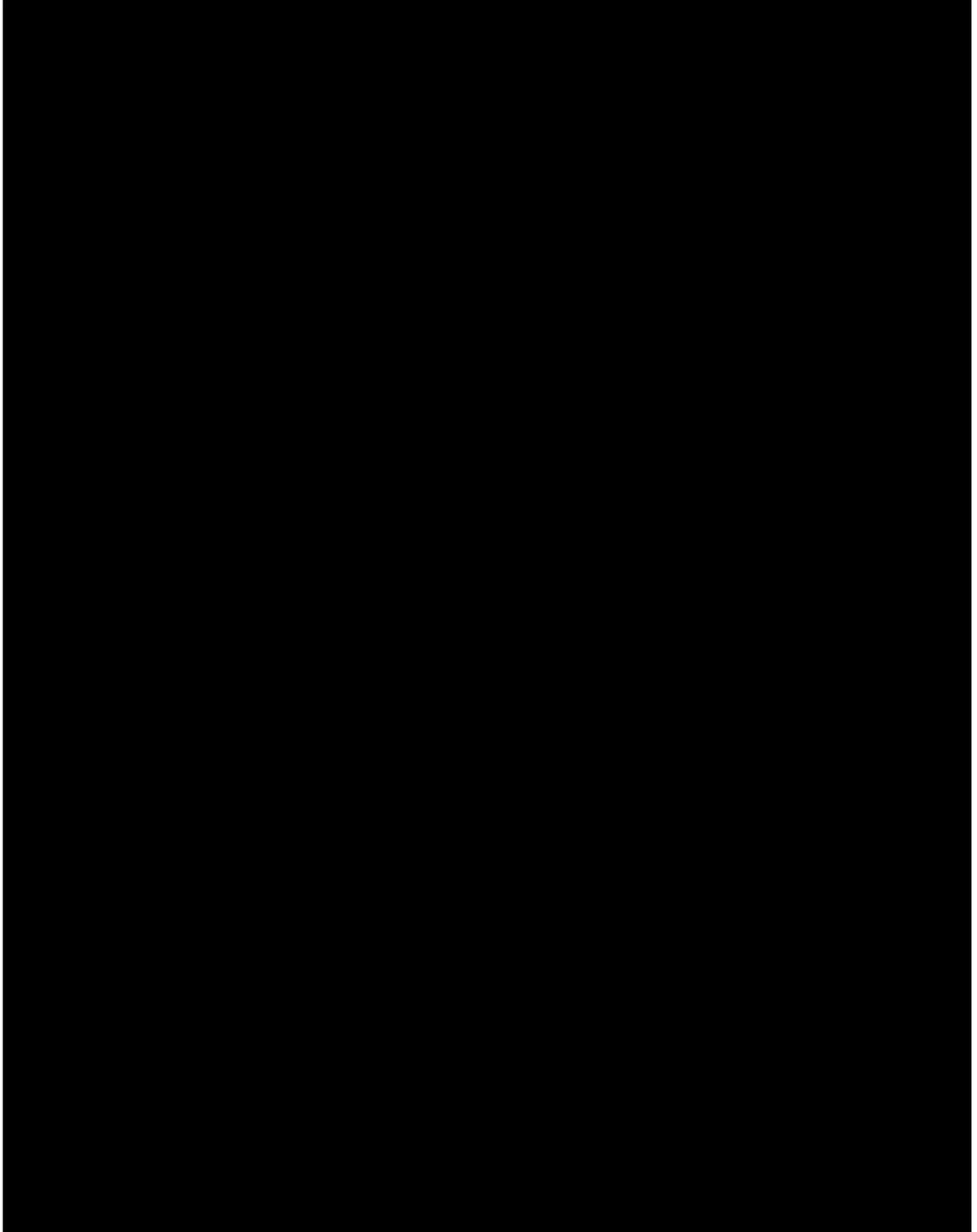


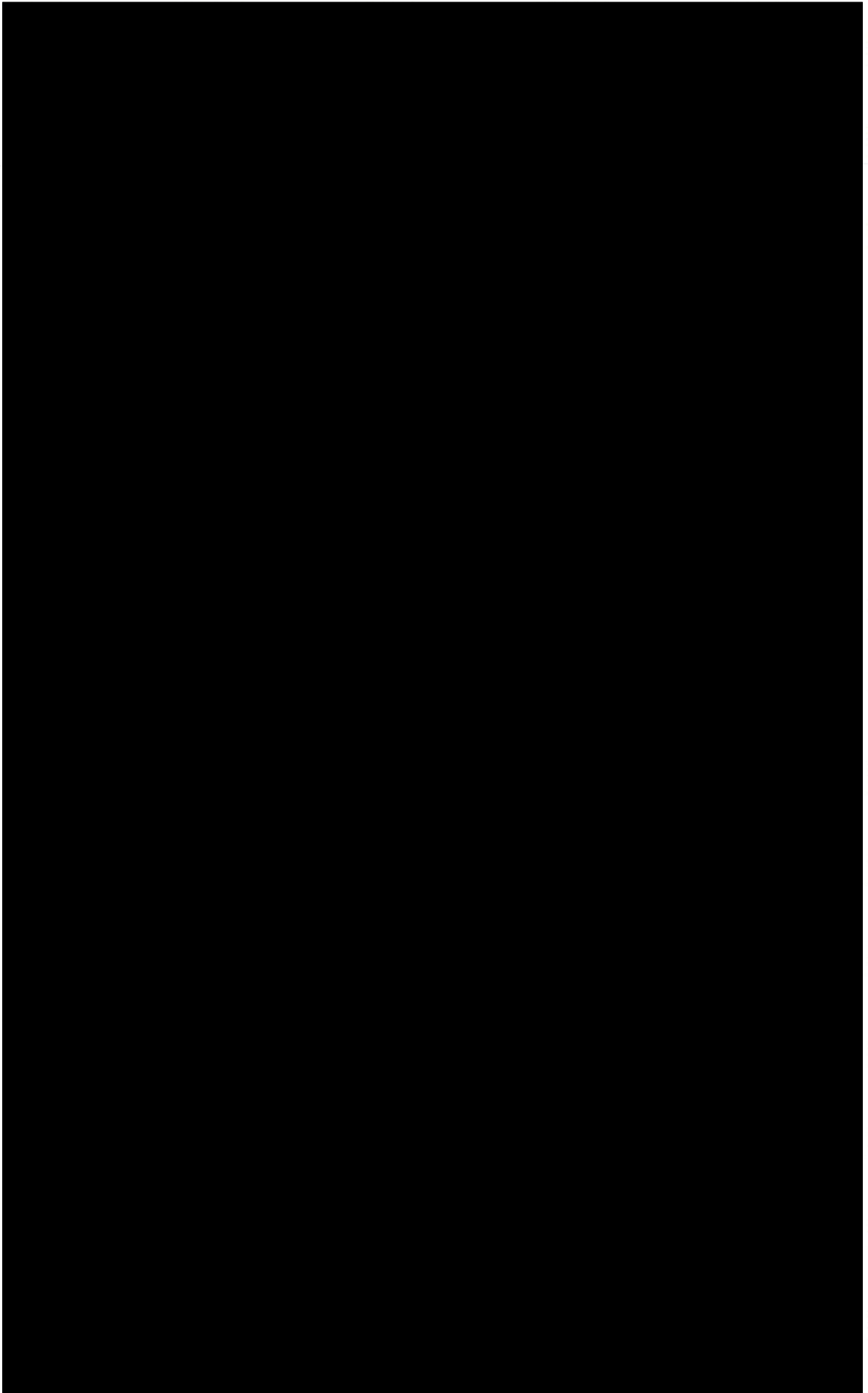


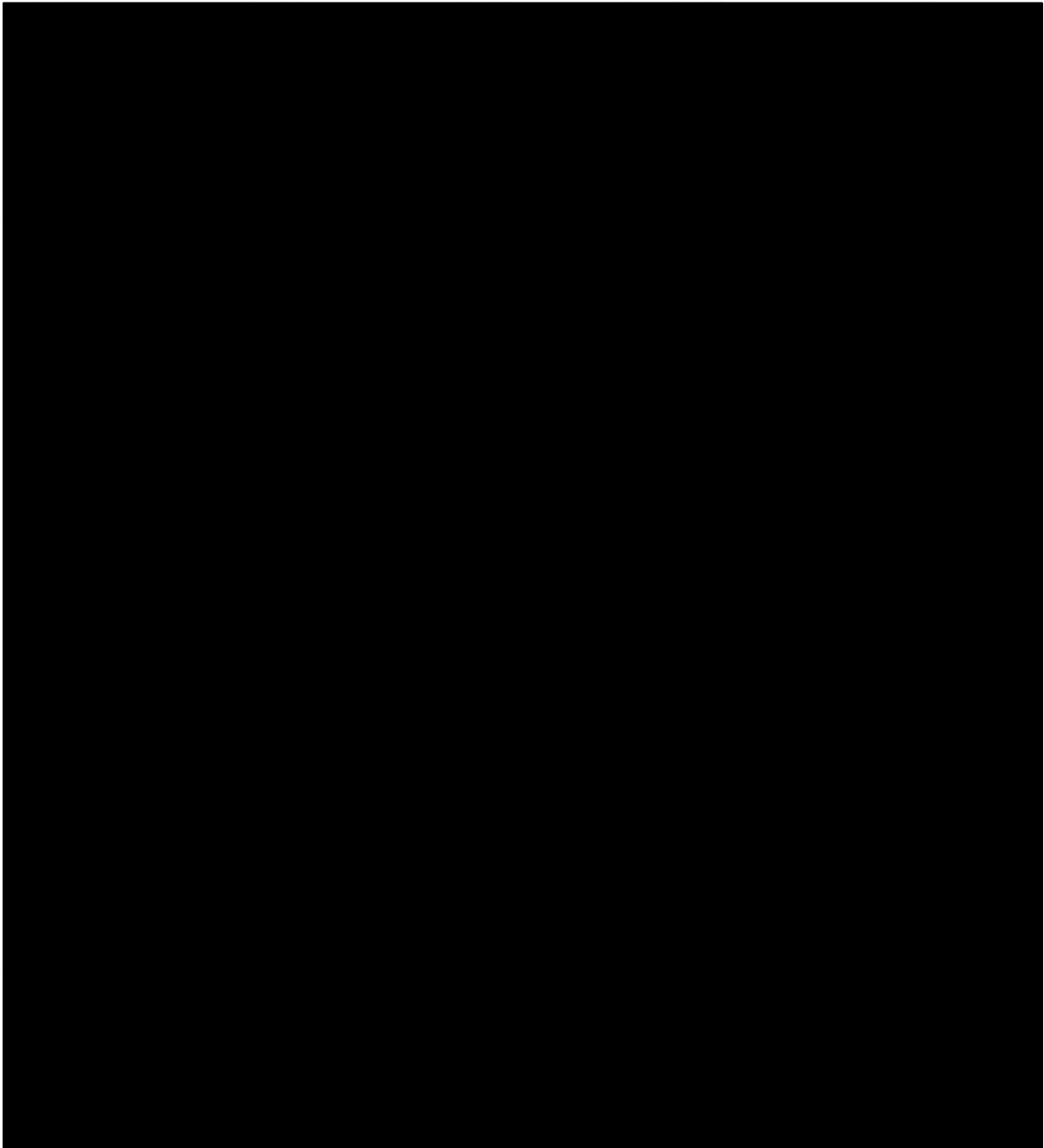
**SCHEDULE A3**

**Pre-Agreed Options**

(Clauses 1.1 and 12.8)







**SCHEDULE A4****List of Warranties Required from Subcontractors**

(Clause 13.9)

**List of Warranties Required From Subcontractors**

<b>Equipment</b>	<b>Beneficiary (other than Principal)</b>	<b>Warranty Period</b>
<b>Structural Works and Civil Components including Rail</b>		
Structural concrete (cast in situ and precast)	Sydney Trains and the Operator (as applicable)	
Structural steel	Sydney Trains and the Operator (as applicable)	
Waterproofing membranes and/or Systems	Sydney Trains and the Operator (as applicable)	
Rock Anchors / bolts	Sydney Trains and the Operator (as applicable)	
Drainage Systems, culverts, pits and pipes and fixtures	Sydney Trains and the Operator (as applicable)	
Rail and track fastening systems	Sydney Trains and the Operator (as applicable)	
Turnouts, crossing diamonds and expansion switches	Sydney Trains and the Operator (as applicable)	
Concrete sleepers	Sydney Trains and the Operator (as applicable)	
OHW Systems and Wires	Sydney Trains and the Operator (as applicable)	
<b>Architectural and Building Works</b>		
Architectural grade steelwork including screens, framing systems, custom balustrades, handrails, and fabricated metalwork such as access walkways	Sydney Trains and the Operator (as applicable)	
Stainless steel components	Sydney Trains and the Operator (as applicable)	

Equipment	Beneficiary (other than Principal)	Warranty Period	
Timber building works, framing, windows	Sydney Trains and the Operator (as applicable)		
Architectural Concrete and Brick works	Sydney Trains and the Operator (as applicable)		
Vermin Protection	Sydney Trains and the Operator (as applicable)		
Signage and Pway information signs	Sydney Trains and the Operator (as applicable)		
Signalling			
Cables	Sydney Trains and the Operator (as applicable)		
Signals	Sydney Trains and the Operator (as applicable)		
Other signalling equipment	Sydney Trains and the Operator (as applicable)		
Electrical			
Uninterrupted power supply including batteries	Sydney Trains and the Operator (as applicable)		
Electrical equipment and fittings including light fittings, LV Switchboards	Sydney Trains and Operator (as applicable)		
Electrical and data cables	Sydney Trains and the Operator (as applicable)		
Services and Systems			
Building systems and services	Sydney Trains and the Operator (as applicable)		
Cable and services containment	Sydney Trains and the Operator (as applicable)		
Fire Protection			
Fire extinguishers	Sydney Trains and the Operator (as applicable)		
Smoke and thermal detectors	Sydney Trains and the Operator (as applicable)		

Equipment	Beneficiary (other than Principal)	Warranty Period	
Gas suppression	Sydney Trains and the Operator (as applicable)		
Pumps, tanks, valves, pump control systems and accessible pipe systems	Sydney Trains and the Operator (as applicable)		
<b>Surface Finishes</b>			
Exterior paint finishes including painting to structural steel and clear sealer/anti-graffiti coating	Sydney Trains and the Operator (as applicable)		
Steel coatings other than paintwork including powder coating	Sydney Trains and the Operator (as applicable)		
Hot dip galvanising	Sydney Trains and the Operator (as applicable)		
<b>Landscaping</b>			
Soft Landscaping	Sydney Trains and the Operator (as applicable)		
Hard Landscaping, pavers	Sydney Trains and the Operator (as applicable)		
Street Furniture and Components	Sydney Trains and the Operator (as applicable)		



- (b) shows deterioration of such extent that in the opinion of the Principal or the Beneficiary the Equipment ought to be made good or replaced in order to achieve fitness for the purpose for which it is required, whether on account of utility, performance, appearance or otherwise.

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**3. Warrantor to bear cost**

The Warrantor covenants to the Principal and the Beneficiary that it will bear the cost of any work necessary to any part of the Works to enable the requirements of clause 2 to be carried out or to make good the Works afterwards.

---

**4. Principal not liable**

The Warrantor acknowledges to the Principal and the Beneficiary that nothing contained in this deed poll is intended to nor will render either the Principal or the Beneficiary in any way liable to the Warrantor in relation to any matters arising out of the Contract or otherwise.

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**5. This deed poll may not be revoked**

This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal and the Beneficiary.

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**6. Governing Law**

This deed poll is governed by the laws of the State of New South Wales.

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**7. Jurisdiction**

The Warrantor irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales.

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**8. Enforcement of this deed poll**

For the avoidance of doubt this deed poll is enforceable by any of the Principal or the Beneficiary.



## Schedule

- Item 1: Name and Address of Warrantor
- Item 2: Equipment  
(Recital A)
- Item 3: SWM3 Contractor  
(Recital A)
- Item 4: Subcontractor  
(Recital A)
- Item 5: Contract  
(Recital A)
- Item 6: Detailed Warranty of Warrantor  
(Clause 1(b))
- Item 7: **[insert period]** years from the expiry of the final "Defects Correction Period" as defined in the General Conditions (including any extension under clause 16.7 of the General Conditions).  
(Clause 2)

**Executed** as a deed poll.

**EXECUTED** by **[insert name of Warrantor]** (ABN **[insert ABN]**) by or in the presence of:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director in full

**SCHEDULE A6****SWM3 Contractor's Personnel**

(Clauses 15.4(a), 15.4(b)(i) and 15.4(b)(iv))

<b>Role Ref</b>	<b>Position</b>	<b>Nominated SWM3 Contractor's Personnel</b>	<b>Organisation</b>	<b>Availability</b>	<b>Available Until</b>
01	Project Director		SWM3 Contractor		
02	Commercial Manager		SWM3 Contractor		
02	Engineering/Design Manager		SWM3 Contractor		
04	Construction Leader		SWM3 Contractor		
05	Change Manager		SWM3 Contractor		
06	Quality and Systems Manager		SWM3 Contractor		
07	Stakeholder and Community Engagement Manager		SWM3 Contractor		
08	Environmental Manager		SWM3 Contractor		
09	Sustainability Manager		SWM3 Contractor		
11	Work Health and Safety Manager		SWM3 Contractor		
12	Workforce Development, Industry Participation and People Manager		SWM3 Contractor		
13	Interface and Integration Manager		SWM3 Contractor		

**SCHEDULE A7****Form of Subcontractor Deed**

(Clause 13.7(c)(v))

**THIS DEED POLL** is made the                      day of                      20

To:                      **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**),

By:                      [Insert] (ABN [Insert]) of [Insert] (**Subcontractor**).

**RECITALS:**

- A. The Principal has entered into a contract with [Insert] (**SWM3 Contractor**) for the construction of [Insert] (**Works**).
- B. The Subcontractor has an agreement (**Subcontract**) with the SWM3 Contractor for the execution and completion of the [Insert] (**Subcontract Works**) for the Works.
- C. It is a condition of the Subcontract that the Subcontractor executes this Deed Poll in favour of the Principal.

**OPERATIVE**

---

- 1. The Subcontractor will comply with its obligations under the Subcontract and upon completion of the Works, the Subcontract Works will satisfy the requirements of the Subcontract.
- 2. The Principal may assign or charge the benefits and rights accrued under this Deed Poll.
- 3. The Subcontractor:
  - (a) must if required by a written notice by the Principal sign a deed in the form of the attached Deed of Novation (Attachment 1) with such substitute contractor as the Principal may nominate; and
  - (b) for this purpose irrevocably appoints the Principal to be its attorney with full power and authority to complete the particulars in and sign the attached Deed of Novation.
- 4. This Deed Poll is governed by the laws of the State of New South Wales.
- 5. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Principal.
- 6. The Subcontractor's liability in respect of a breach of a particular obligation under this Deed Poll will be reduced to the extent to which the Subcontractor has already paid money to or performed work for the SWM3 Contractor in respect of that breach.

**EXECUTED** as a deed poll

**EXECUTED** by [*insert name of Subcontractor*] (ABN [*insert ABN*]) by  
or in the presence of:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director in full

**ATTACHMENT 1****Deed of Novation****DATE:** *[insert date]***BETWEEN:**

1. *[Insert name and ABN]* of *[Insert]* (**Substitute SWM3 Contractor**);
2. *[Insert name and ABN]* of *[Insert]* (**Original SWM3 Contractor**); and
3. *[Insert name and ABN]* of *[Insert]* (**Subcontractor**).

**RECITALS:**(A) By a contract dated *[Insert]* 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) Original SWM3 Contractor,

(**Contract**) the Principal engaged the Original SWM3 Contractor to undertake the SWM3 Works (as defined in the Contract).

- (B) The Original SWM3 Contractor has entered into an agreement (**Subcontract**) with the Subcontractor for the execution and completion of the *[Insert]* (**Subcontract Works**) as part of the SWM3 Works.
- (C) The Principal has terminated the Contract and has engaged the Substitute SWM3 Contractor to complete the SWM3 Works.
- (D) The Principal and the Substitute SWM3 Contractor wish to effect a novation of the Subcontract.

**THIS DEED WITNESSES** that in consideration, among other things, of the mutual promises contained in this deed, the parties agree:

1. The Substitute SWM3 Contractor must perform all of the obligations of the Original SWM3 Contractor under the Subcontract which are not performed at the date of this deed. The Substitute SWM3 Contractor is bound by the Subcontract as if it had originally been named in the Subcontract in place of the Original SWM3 Contractor.
2. The Subcontractor must perform its obligations under, and be bound by, the Subcontract as if the Substitute SWM3 Contractor was originally named in the Subcontract in place of the Original SWM3 Contractor.
3. This deed is governed by the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of that state.

**EXECUTED** by the parties as a deed:*[Note: Insert appropriate execution clauses prior to execution.]*

**EXECUTED** by *[insert]* **ABN** *[insert ABN]*  
by or in the presence of:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director in full

**EXECUTED** by *[insert]* **ABN** *[insert ABN]*  
by or in the presence of:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director in full

**EXECUTED** by *[insert]* **ABN** *[insert ABN]*  
by or in the presence of:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director in full

**SCHEDULE A8****Form of Interface Agreement Deed Poll in favour of Rail Transport Agency and Sydney Metro**

(Clause 1.5(a))

**THIS DEED POLL is made the                      day of                      20**

**To:    Transport for NSW** (ABN 18 804 239 602) a New South Wales agency constituted by section 3C of the *Transport Administration Act 1988* (NSW) of Level 43, 680 George Street, Sydney NSW 2000 (**TfNSW**);

**and**

**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**

**Sydney Trains** (ABN 38 284 779 682) of 477 Pitt Street Sydney NSW 2000 (**Rail Transport Agency**),

**By:    [insert] (SWM3 Contractor).**

**RECITALS**

- A. Rail Transport Agency operates the commuter rail system in Sydney in the surrounds where the Works (**Project**) are to be undertaken by the SWM3 Contractor and others.
- B. TfNSW and the Principal are responsible for developing certain major railway systems and other major transport projects.
- C. The Principal is responsible for procuring the execution and completion of the Project, and has entered into a safety interface agreement dated 7 April 2021 (as amended from time to time) (**Global Safety Interface Agreement**) with Rail Transport Agency to cover the Project.
- D. Rail Transport Agency is relying on the Principal to procure the SWM3 Contractor (with others) to execute and complete the Project in accordance with the Contract to ensure that Rail Transport Agency will satisfy, among other things, its obligation to provide an operating commuter rail system.
- E. Rail Transport Agency will suffer loss if the Principal does not procure the SWM3 Contractor to execute and complete the Works in accordance with the Sydney Metro City & Southwest – Southwest Metro Conversion and Station Works (SWM3) Incentivised Target Cost Contract between Sydney Metro and the SWM3 Contractor (**Contract**) and the Global Safety Interface Agreement.

**OPERATIVE**

- 1. The SWM3 Contractor will comply with its obligations under the Global Safety Interface Agreement as specified in the Contract.
- 2. During and upon Completion of the Project, the SWM3 Contractor's Activities will satisfy the requirements of the Global Safety Interface Agreement.

3. Rail Transport Agency and the Principal may assign or charge the benefits and rights accrued under this Deed Poll.
4. This Deed Poll is governed by the laws of the State of New South Wales.
5. This Deed Poll may not be revoked or otherwise modified without the prior written consent of Rail Transport Agency and the Principal.
6. Where terms used in this Deed Poll are defined in the Contract or the Global Safety Interface Agreement, those terms have the meaning given to them in the Contract or the Global Safety Interface Agreement.
7. The aggregate of the SWM3 Contractor's liability to the Rail Transport Agency, TfNSW and the Principal under this Deed Poll and the SWM3 Contractor's liability to the Principal under the Contract:
  - (a) will not exceed the liability which the SWM3 Contractor would have had under the Contract if the Contract had named, as Principal, the Rail Transport Agency, TfNSW and the Principal jointly and severally; and
  - (b) is subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Contract.

**Executed** as a deed poll.

**Executed** by **[Insert] (ABN [Insert])** by or  
in the presence of:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director in full



**SCHEDULE A9****Form of SWM3 Contractor Deed Poll**

(Clauses 1.1 and 1.5(b))

**THIS DEED POLL** is made the                      day of                      20**By:**                      [insert name of SWM3 Contractor] (ABN [insert SWM3 Contractor's ABN])  
of [insert SWM3 Contractor's address] (SWM3 Contractor).**In favour of:** [insert name of Beneficiary of Deed Poll – Sydney Trains and TAHE] (ABN  
[insert Beneficiary's ABN]) of [insert Beneficiary's address] (Owner).**RECITALS**

- A. The Principal is responsible for delivering the Sydney Metro Program (**Program**).
- B. As part of the Program, the Principal has entered into the Main Contract.
- C. The works to be carried out by the SWM3 Contractor under the Main Contract include the Sydney Trains Works on behalf of the Owner and the New South Wales Government.
- D. The Owner is relying on the Principal to procure the SWM3 Contractor to execute and complete the Works in accordance with the Main Contract.
- E. The Owner will suffer loss if the Principal does not procure the SWM3 Contractor to execute and complete the Sydney Trains Works in accordance with the Main Contract.
- F. It is a condition of the Main Contract that the SWM3 Contractor executes this Deed Poll.

**THIS DEED POLL WITNESSES THAT THE SWM3 CONTRACTOR HEREBY COVENANTS, WARRANTS AND AGREES** with and for the benefit of the Owner as follows:

- 1. It will comply with its obligations under the Main Contract to the extent that those obligations arise under the SM Transition Agreement, including with respect to achieving Practical Completion and Final Completion of the Sydney Trains Works.
- 2. Upon the handover of the Sydney Trains Works under clause 32 of the SM Transition Agreement, the Sydney Trains Works will satisfy the requirements of the SM Transition Agreement.
- 3. The aggregate of the SWM3 Contractor's liability to the Owner under this Deed Poll and the SWM3 Contractor's liability to the Principal under the Main Contract:
  - (a) will not exceed the liability which the SWM3 Contractor would have had under the Main Contract if the Main Contract had named, as Principal, the Owner and the Principal jointly and severally; and
  - (b) is subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Main Contract.
- 4. Any provision of this Deed Poll which seeks to limit or exclude a liability of the SWM3 Contractor is to be construed as doing so only to the extent permitted by law.
- 5. The Owner may assign or charge the benefits and rights accrued under this Deed Poll.
- 6. This Deed Poll is governed by the laws of the State of New South Wales.

7. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Owner.
8. In this Deed Poll, terms have the same meaning as in the SM Transition Agreement:

**Deed Poll** means this deed poll.

**Main Contract** means the deed entitled "Sydney Metro City & Southwest – Southwest Metro Conversion and Station Works (SWM3) Incentivised Target Cost Contract (Contract No. SMC-24-1199)" between the Principal and the SWM3 Contractor.

**SM Transition Agreement** means the agreement entitled "Sydney Metro Projects Transition Agreement – Foundation Infrastructure Works Contracts (000-TPA-ST\_RC-02)" between the Principal, Sydney Trains and TAHE, as amended from time to time.

**Sydney** Trains Works has the same meaning as in the SM Transition Agreement.

**Principal** means Sydney Metro ABN 12 354 063 515, a New South Wales Government agency constituted by section 38 of the Transport Administration Act 1988 (NSW).

**Executed** as a deed poll.

**EXECUTED** by [*insert SWM3 Contractor's name*] [*insert SWM3 Contractor's ABN*] in accordance with section 127 of the Corporations Act 2001 (Cth):

---

Signature of Director

---

Signature of Secretary/other Director

---

Name of Director in full

---

Name of Secretary/other Director in full

**SCHEDULE A10****Form of Site Interface Deed Poll**

(Clause 3.3(b))

**THIS DEED POLL** is made on [year]**IN FAVOUR OF:**

- (1) [Insert name] ABN [number] of [address] (**Appointed Principal Contractor**); and
- (2) **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**),  
(together, the **Beneficiaries**)

**GIVEN BY:**

- (3) [Insert name] ABN [number] of [address] (**Accessing Contractor**)

**RECITALS:**

- (A) Pursuant to the deed titled "[insert]" between the Principal and [Insert name] ABN [number] of [address] (**Site Contractor**) dated [insert] (**Contract**), the Site Contractor agreed to, among other things, design and construct certain works and carry out certain activities (**Project Works**) on the land more particularly described in the Contract (the **Construction Site**).
- (B) The Accessing Contractor has been appointed under a contract to undertake certain works and activities on the Construction Site (**Construction Site Interface Work**).
- (C) For the purposes of the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW) (together, the **WHS Legislation**), the Project Works and the Construction Site Interface Work are a 'construction project' within the meaning of the WHS Legislation.
- (D) The Appointed Principal Contractor is authorised to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.
- (E) Under the provisions of the Contract, the Principal is required to procure the provision of this deed poll from certain contractors that undertake Construction Site Interface Work.

**This deed poll witnesses that the Accessing Contractor hereby covenants, warrants and agrees with and for the benefit of the Beneficiaries as follows:**

- 1. In consideration of the Appointed Principal Contractor accepting this deed poll, the Accessing Contractor agrees that:
  - (a) the Accessing Contractor, its subcontractors and their respective personnel while they are on the Construction Site, will comply with Construction Site safety regulations, any Construction Site rules or regulations and with all directions of the Appointed Principal Contractor with respect to work health and safety;
  - (b) the Accessing Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the Appointed Principal Contractor

so that the Appointed Principal Contractor discharges its obligations as principal contractor;

- (c) the Accessing Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the Appointed Principal Contractor, the Principal and all other persons who have a work health and safety duty in relation to the same matter;
- (d) the Accessing Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the Appointed Principal Contractor while on the Construction Site;
- (e) the Appointed Principal Contractor may exclude the Accessing Contractor, any of its subcontractors and their respective personnel from the Construction Site for work health and safety reasons;
- (f) the Appointed Principal Contractor may direct the Accessing Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;
- (g) where high risk construction work, as reasonably determined by the Appointed Principal Contractor, is to be carried out in the performance of the Construction Site Interface Work, the Accessing Contractor must:
  - (i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;
  - (ii) provide a copy of the safe work method statement to the Principal, the Appointed Principal Contractor prior to the commencement of high risk construction work;
  - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
  - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
  - (v) where so directed by the Appointed Principal Contractor, suspend the performance of any high risk construction work;
- (h) the Accessing Contractor will in carrying out the Construction Site Interface Work, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and
- (i) in its contracts with subcontractors, the Accessing Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Accessing Contractor under this deed poll.

2. The Accessing Contractor indemnifies the Appointed Principal Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the Appointed Principal Contractor as a result of:

- (a) any failure by the Accessing Contractor to comply with any direction given by the Appointed Principal Contractor in accordance with this deed poll; or
- (b) any breach by the Accessing Contractor, any of its subcontractors or their respective personnel of:
  - (i) their respective contractual or legislative work health and safety obligations; or

(ii) the provisions of this deed poll.

3. This deed poll will be governed by and construed in accordance with the law for the time being of New South Wales.

**EXECUTED** as a deed poll.

**Executed** by [Accessing Contractor] in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of company secretary/other director

\_\_\_\_\_  
Full name of director

\_\_\_\_\_  
Full name of company secretary/other director



- (iii) must promptly advise the Principal about any matter in which the Designer has been instructed by the SWM3 Contractor to provide the Professional Services in a manner which is, or may result in an outcome which is, not in accordance with the requirements of the Subcontract, including without limitation:
  - (A) where the SWM3 Contractor's instructions in relation to design are not consistent with the Subcontract or may result in the works under the Subcontract not being fit for their intended purpose; or
  - (B) where the SWM3 Contractor's instructions require the Designer to issue a certificate where the conditions for the issue of that certificate under the Subcontract have not been satisfied.
- (b) The Designer must carry out the Professional Services so as to minimise any interference with, disruption or delay to the services and work carried out by the other contractors engaged by the Principal.

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## 2. Notices

- (a) Any notices contemplated by, or arising out of or in any way in connection with, this deed poll must be in writing and delivered to the relevant address or sent to the facsimile number shown below (or to a party's new address or email address which that party notifies to the others):
  - (i) to the Principal: Level 43, 680 George Street, Sydney NSW 2000  
Email: **[Note: to be completed prior to execution of this deed poll]**
  - (ii) to the Designer: **[Note: to be completed prior to execution of this deed poll]**  
Email: **[Note: to be completed prior to execution of this deed poll]**
- (b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.
- (c) A notice sent by email will be taken to have been received:
  - (i) if it is transmitted before 5.00pm (Sydney time) on a Business Day, on that Business Day; or
  - (ii) if it transmitted after 5:00pm (Sydney time) on a Business Day, or a day that is not a Business Day, on the next Business Day.
- (d) If the Designer is a foreign company (as defined in the Corporations Act), the Designer must within 14 days of the date of this deed poll:
  - (i) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this deed poll; and
  - (ii) obtain the process agent's consent to the appointment.

The appointment must be in a form acceptable to the Principal and may not be revoked without the Principal's consent.

---

## 3. Miscellaneous

- (a) This deed poll will be construed in accordance with the law of the State of New South Wales and the Designer irrevocably submits to the jurisdiction of the Courts of that State.

- (b) This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.

---

**4. Limit of Liability**

The aggregate of the Designer's liability to the Principal under this deed poll and the Designer's liability to the SWM3 Contractor under the Subcontract will not exceed the liability that the Designer would have had under the Subcontract if the Subcontract had named, as parties having the benefit of the performance of the obligations of the Designer:

- (a) the Principal; and  
(b) the SWM3 Contractor.

**Schedule**

[*insert description of Professional Services*] as more particularly described in the Subcontract.

**Executed** as a deed poll.

**EXECUTED** by [*insert designer's name*] ABN [*insert Designer's ABN*]  
by or in the presence of:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director in full



**SCHEDULE A12****Deed of Novation**

(Clause 21.5(a)(iv)(A))

**Date:**

**Parties:** [ ] ABN [ ] of [ ]  
 (Retiring Party)

[ ] ABN [ ] of [ ]  
 (Continuing Party)

[ ] ABN [ ] of [ ]  
 (Substitute Party)

**Recitals**

- (A) The Retiring Party and the Continuing Party are parties to the Contract.
- (B) The Retiring Party and the Substitute Party have asked the Continuing Party to agree to the novation of the Contract on the terms of this deed.
- (C) The Continuing Party has agreed to the novation of the Contract on the terms of this deed.

**THIS DEED PROVIDES****1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

Defined terms in the Contract have the same meanings in this deed, unless the contrary intention appears.

In this deed:

**Claim** means any claim, notice, demand, action, proceeding, litigation, investigation or judgment whether based in contract, tort, statute or otherwise.

**Contract** means the agreement between the Retiring Party and the Continuing Party [*described in the Schedule or insert description here*].

**Contract Guarantees** means the guarantees issued or required to be issued under the Contract in respect of the performance by a party to the Contract, by a bank or insurer and/or, where required by the Contract, by a Related Entity of that party.

**Effective Date** means [*the date of this deed or the date agreed by the parties from which the novation will be effective*].

**GST** means the Goods and Services Tax as defined in the *A New Tax System (Goods and Services) Act 1999* (Cth).

**Liability** means all liabilities, losses, Claims, damages, outgoings, costs and expenses of whatever description.

**Related Entity** has the meaning ascribed to that term in section 9 of the *Corporations Act 2001* (Cth).

## **2. INTERPRETATION**

In this deed:

- (a) headings are for convenience only and do not affect interpretation;
- (b) and unless the context indicates a contrary intention:
- (c) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (d) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (e) 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;
- (f) a reference to a document (including this deed) is to that document as varied, novated, ratified 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 a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (i) 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 deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (j) 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;
- (k) "includes" in any form is not a word of limitation; and
- (l) a reference to "\$" or "dollar" is to Australian currency.

## **3. NOVATION**

### **3.1 Novation**

From the Effective Date:

- (a) the parties novate the Contract so that the Substitute Party and the Continuing Party are parties to a new agreement on the same terms as the Contract; and
- (b) any reference in the Contract to the Retiring Party will be read as a reference to the Substitute Party.

### **3.2 Assumptions of rights and obligations**

- (a) From the Effective Date the Substitute Party:

- (i) will be bound by and will comply with the terms of the Contract as amended by this deed, and will enjoy the rights and benefits conferred on the Retiring Party under the terms of the Contract; and
- (ii) will assume the obligations and Liability of the Retiring Party under the terms of the Contract,

in all respects as if the Substitute Party had originally been named in the Contract as a party instead of the Retiring Party.

- (b) From the Effective Date the Continuing Party will comply with the terms of the Contract on the basis that the Substitute Party has replaced the Retiring Party under the Contract in accordance with this deed.

### **3.3 Release by Continuing Party**

From the Effective Date:

- (a) the Continuing Party releases the Retiring Party from:
  - (i) any obligation or Liability under or in respect of the Contract; and
  - (ii) (any action, claim and demand it has against the Retiring Party under or in respect of the Contract; and
- (b) this release does not affect any rights the Continuing Party may have against the Substitute Party as a result of the assumption by the Substitute Party under the terms of this deed of the obligations and Liability of the Retiring Party under the terms of the Contract.

### **3.4 Release by Retiring Party**

From the Effective Date the Retiring Party releases the Continuing Party from:

- (a) any obligation or Liability under or in respect of the Contract; and
- (b) any action, Claim and demand it has, or but for this clause would have had against the Continuing Party under or in respect of the Contract,

except that nothing in this clause affects the obligations of the Continuing Party to the Substitute Party under the Contract.

### **3.5 Insurance**

From the Effective Date:

- (a) the Substitute Party must have in place insurances which replace the insurances required to be effected and maintained by the Retiring Party under the terms of the Contract; and
- (b) the Continuing Party must take the necessary steps to ensure that, for all insurances required to be effected by the Continuing Party under the terms of the Contract, the Substitute Party is named in place of the Retiring Party as required by the Contract.

### **3.6 Replacement of Guarantees**

From the Effective Date the Substitute Party must have in place guarantees which replace the Contract Guarantees on similar terms in favour of the Continuing Party.

### **3.7 Indemnity**

The Retiring Party must indemnify the Substitute Party and each of their officers, employees and agents from and against any Loss (including legal costs on a full indemnity basis) in respect of or arising out of or as a result of the Substitute Party assuming the obligations and Liabilities of the Retiring Party under or in connection with the Contract:

- (a) that the Continuing Party may have or claim to have or might have had against the Retiring Party under or in connection with the Contract but for the operation of this deed, regardless of whether those obligations or Liabilities arose before or after the Effective Date; and
- (b) in respect of amounts accruing or payable to the Continuing Party prior to the Effective Date which are or would be Excluded Costs under the contract between the Retiring Party and the Substitute Party.

#### **4. OVERRIDING EFFECT**

The parties agree that the execution and operation of this deed will for all purposes be regarded as due and complete compliance with the terms of the Contract relating to any requirement for consent to assignment of the Contract so far as any such provisions would apply with respect to the novation of the Contract to the Substitute Party.

#### **5. REPRESENTATIONS AND WARRANTIES**

##### **5.1 Authority**

Each party represents and warrants to each other party that it has full power and authority to enter into and perform its obligations under this deed.

##### **5.2 Authorisations**

Each party represents and warrants to each other party that it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms.

##### **5.3 Binding obligations**

Each party represents and warrants to each other party that this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms.

#### **6. DUTIES, COSTS AND EXPENSES**

##### **6.1 Stamp Duty**

The Substitute Party must pay all stamp duty, duties or other taxes of a similar nature (including but not limited to any fines, penalties and interest) in connection with this deed or any transaction contemplated by this deed (except to the extent the terms of the Contract provide otherwise).

##### **6.2 Costs**

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

##### **6.3 GST**

- (a) Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

- (b) If GST is payable on a supply made under this deed by an entity (**Supplier**), the party providing the consideration for that supply must, in addition to any other amounts payable under any provision of this deed, pay an additional amount equal to the GST payable by the Supplier on that supply. The additional amount must be paid, and the Supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause 6.3 have the meanings given to those terms by the A New Tax System (Goods and Services Tax) Act 1999.

## **7. GENERAL**

### **7.1 Governing Law**

This deed is governed by and must be construed according to the laws of New South Wales.

### **7.2 Jurisdiction**

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 7.2(a).

### **7.3 Amendments**

This deed may only be varied by a document signed by or on behalf of each party.

### **7.4 Waiver**

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of any other breach of that term or of a breach of any other term of this deed.

### **7.5 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.

### **7.6 Severance**

If at any time a provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or

- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this deed.

#### **7.7 Further acts and documents**

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 another party to give effect to this deed.

#### **7.8 Assignment**

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party.

**Schedule [*if needed*]**

**Contract**  
(Clause 1.1)

.....  
.....

**Executed** as a deed.

**EXECUTED** by [**Retiring Party and ABN**] in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director in full

**EXECUTED** by [**Continuing Party and ABN**] in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director in full

**EXECUTED** by [**Substitute Party and ABN**] in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director in full



**SCHEDULE A13**

**Deed of Disclaimer**

(Clauses 1.1 and 8.7(b)(v))

















































































































































































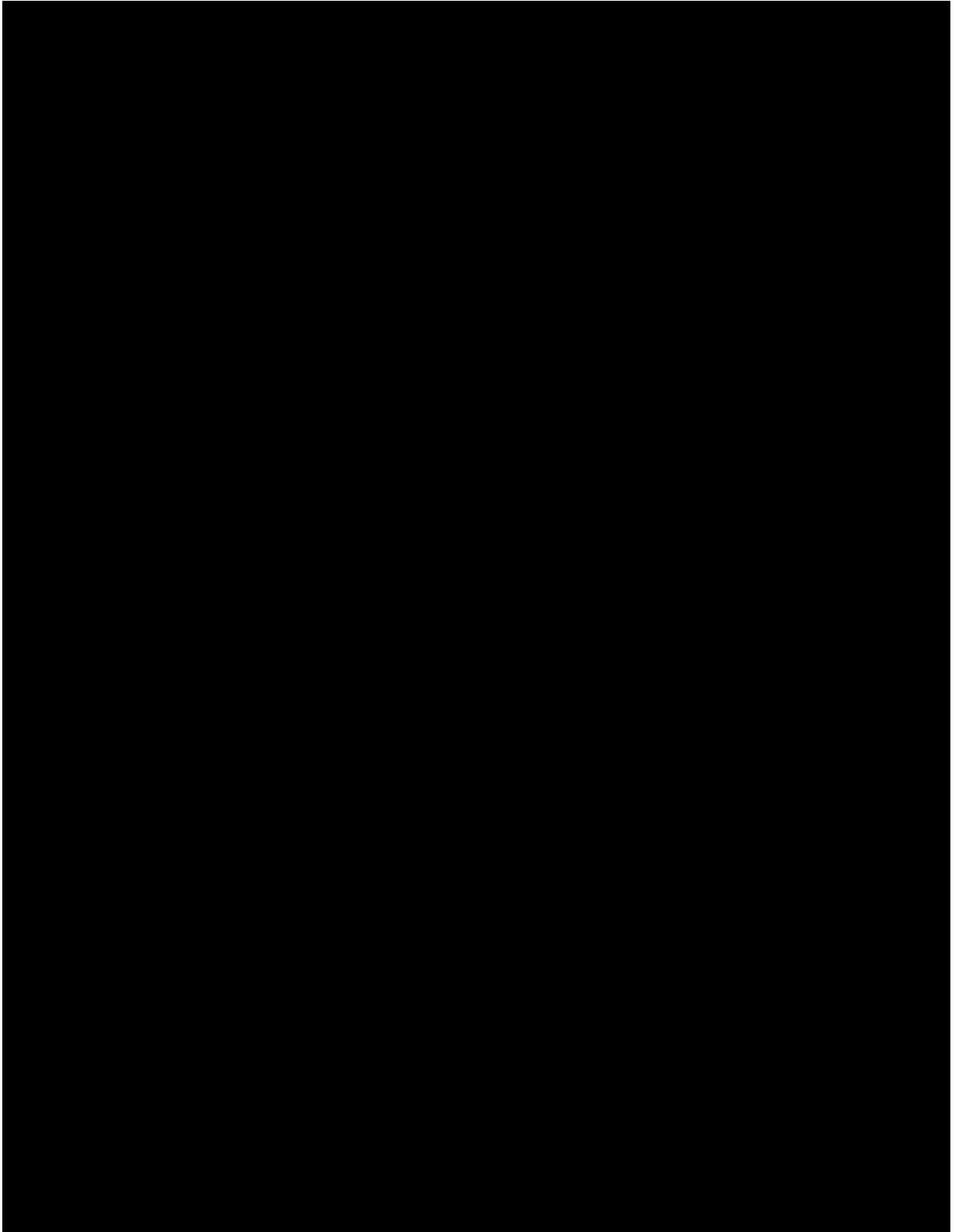




**SCHEDULE A14**

**Information Documents**

(Clauses 1.1, 1.2, 8.7(b)(iv), 8.7(b)(v), 8.8(a)(i), 8.9(a)(ii)(cc), 8.12(e)(iii), 8.14 and 25.10(a))







































































































**SCHEDULE A15****Reports**

(Clauses 1.1, 8.7(b)(v) and 8.13(b))

This Schedule A15 consists of the documents listed below, which are included in Schedule F1 as electronic files.

<b>Description</b>	<b>Document Number</b>	<b>Date/ Rev</b>	<b>Format</b>
DPK 463 Civil Engineering Report	SMCSWSWM-MTM-WBS-CE-REP-000741.00.AFC.00.01	00	pdf
DPK 213 Civil Engineering Report	SMCSWSWM-MTM-WBS-CE-REP-213000.00.AFC.00.01	00	pdf
DPK 143 Civil Engineering Report	SMCSWSWM-MTM-WCR-CE-REP-000057.00.AFC.00.01	00	pdf
DPK 443 Civil Engineering Report	SMCSWSWM-MTM-WCR-CE-REP-443000.00.AFC.00.01	00	pdf
DPK 153 Civil Engineering Report	SMCSWSWM-MTM-WCS-CE-REP-000058.00.AFC.00.01	00	pdf
DPK 453 Civil Engineering Report	SMCSWSWM-MTM-WCS-CE-REP-453000.00.AFC.00.01	00	pdf
DPK 123 Civil Engineering Report	SMCSWSWM-MTM-WDH-CE-REP-000059.00.AFC.00.01	00	pdf
DPK 423 Civil Engineering Report	SMCSWSWM-MTM-WDH-CE-REP-423000.00.AFC.00.01	00	pdf
DPK 133 Civil Engineering Report	SMCSWSWM-MTM-WHP-CE-REP-000056.00.AFC.00.01	00	pdf
DPK 433 Civil Engineering Report	SMCSWSWM-MTM-WHP-CE-REP-433000.00.AFC.00.01	00	pdf
DPK 223 Civil Engineering Report	SMCSWSWM-MTM-WLS-CE-REP-223000.00.AFC.00.01	00	pdf
DPK 473 Civil Engineering Report	SMCSWSWM-MTM-WLS-CE-REP-473000.00.AFC.00.01	00	pdf
DPK 113 Civil Engineering Report	SMCSWSWM-MTM-WMS-CE-REP-000060.00.AFC.00.01	00	pdf
DPK 413 Civil Engineering Report	SMCSWSWM-MTM-WMS-CE-REP-413000.00.AFC.00.01	00	pdf
DPK 243 Civil Engineering Report	SMCSWSWM-MTM-WPS-CE-REP-243000.00.AFC.00.01	00	pdf
DPK 493 Civil Engineering Report	SMCSWSWM-MTM-WPS-CE-REP-493000.00.AFC.00.01	00	pdf
DPK 233 Civil Engineering Report	SMCSWSWM-MTM-WWP-CE-REP-233000.00.AFC.00.01	00	pdf
DPK 483 Civil Engineering Report	SMCSWSWM-MTM-WWP-CE-REP-483000.00.AFC.00.01	00	pdf
DPK 532 Metro Corridor Civil Engineering Report	SMCSWSSJ-JHL-WBK-CE-REP-007280.00.AFC.00.01	00	pdf

Description	Document Number	Date/ Rev	Format
DPK 542 Trains Corridor Civil Engineering Report	SMCSWSSJ-JHL-WBK-CE-REP-006654.00.AFC.00.02	00	pdf
DPK 522 Cross-Corridor Plaza Civil Engineering Report	SMCSWSSJ-JHL-WBK-CE-REP-007235.B.RVW.B.01 DPK522 Stage 3 Rpt	B	pdf
DPK 513 Sydney Trains Station Civil Engineering Report	SMCSWSSJ-JHL-WBK-CE-REP-007327.C.RVW.C.01 DPK513 Stage 3 Rpt	C	pdf
DPK 150 Combined Services Route Design Report	SMCSWSSJ-JHL-WSS-CE-REP-150001.08.INF.08.01	8	pdf
DPK 330 SWMC Fencing Report	SMCSWSSJ-JHL-WEC-CE-REP-004829.00.AFC.00.01	00	pdf
DPK 320 SWMC Fencing Report	SMCSWSSJ-JHL-WEC-CE-REP-004698.00.AFC.00.01	00	pdf
DPK 350 SWMC Fencing Report	SMCSWSSJ-JHL-WEC-CE-REP-005066.D.RVW.D.01 DPK350 Stage 3 Report	D	pdf
DPK 005 Geotechnical Factual Report	SMCSWSSJ-JHL-WBK-GE-REP-006532	E	pdf
DPK 005 Geotechnical Interpretive Report	SMCSWSSJ-JHL-WBK-GE-REP-006935	F	pdf
Geotechnical Interpretive Report - Belmore	SMCSWSWM-MTM-WBS-GE-REP-000001	01	pdf
Geotechnical Interpretive Report - Canterbury	SMCSWSWM-MTM-WCR-GE-REP-113001	01	pdf
Geotechnical Interpretive Report - Campsie	SMCSWSWM-MTM-WCS-GE-REP-113001	01	pdf
Geotechnical Interpretive Report - Dulwich Hill	SMCSWSWM-MTM-WDH-GE-REP-113001	01	pdf
Geotechnical Interpretive Report - Hurlstone Park	SMCSWSWM-MTM-WHP-GE-REP-113001	01	pdf
Geotechnical Interpretive Report - Lakemba	SMCSWSWM-MTM-WLS-GE-REP-000001	01	pdf
Geotechnical Interpretive Report - Marrickville	SMCSWSWM-MTM-WMS-GE-REP-113001	01	pdf
Geotechnical Interpretive Report - Punchbowl	SMCSWSWM-MTM-WPS-GE-REP-000001	01	pdf
Geotechnical Interpretive Report - Wiley Park	SMCSWSWM-MTM-WWP-GE-REP-000001	01	pdf
DPK 017 - Contamination Assessment Report - Tranche 1B - Stage 3	DPK 017 - Contamination Assessment Report - Tranche 1B - Stage 3		pdf
GHD (2017) Phase 1 Sydenham to Bankstown Upgrade - Technical Paper Contamination Assessment Report draft	GHD (2017) Phase 1 Sydenham to Bankstown Upgrade - Technical Paper Contamination Assessment Report draft		pdf
GHD (2017) Phase 2 Sub-portion 1 Sydenham to Bankstown Station	GHD (2017) Phase 2 Sub-portion 1 Sydenham to Bankstown Station Platforms Contamination Assessment		pdf

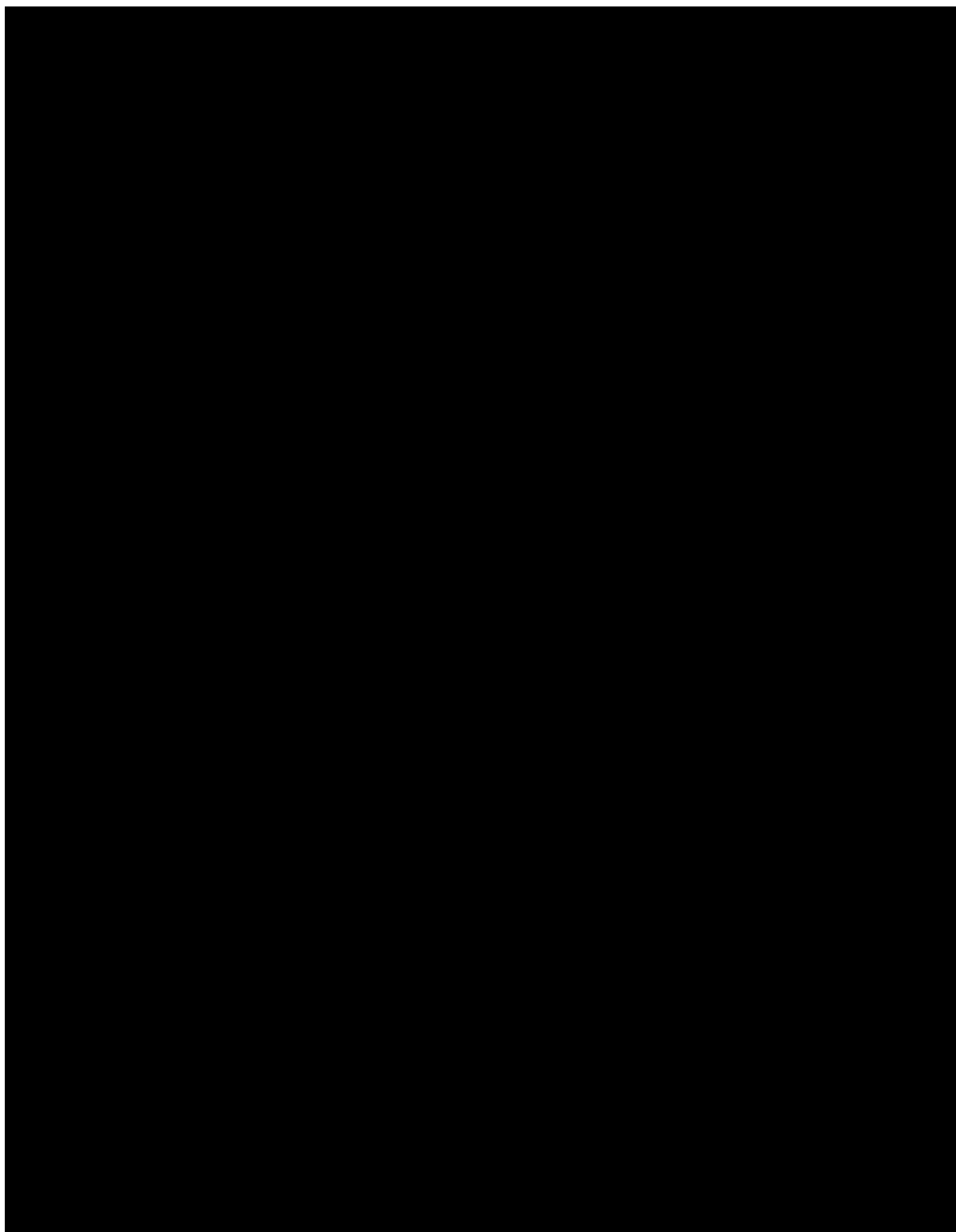


Description	Document Number	Date/ Rev	Format
Platforms Contamination Assessment			
GHD (2017) Phase 2 Sub-portion 2 Sydenham to Bankstown Targeted Contamination Assessment	GHD (2017) Phase 2 Sub-portion 2 Sydenham to Bankstown Targeted Contamination Assessment		pdf
DPK 003 Contamination Report	SMCSWSSJ-JHL-WBK-GE-REP-006533.D.RVW.D.01		pdf
GHD Hazardous Material Assessment - 2016	SMCSWSSJ-SMD-WSS-PM-REP-000292.A.INF.A.01 - GHD Hazardous Material Assessment - 2016		pdf
Belmore Station Hazardous Material Re Inspection Audit Report VerA	P035627.010 237 Belmore Station Hazardous Material Re Inspection Audit Report VerA		pdf
Campsie Station Hazmat Report	Campsie Station Hazmat Report		pdf
Hurlstone Park Station Hazardous Material Re Inspection Audit Report	P035627.056 248 Hurlstone Station Hazardous Material Re Inspection Audit Report		pdf
S11641-R01 Hazmat Survey	S11641-R01 Hazmat Survey		pdf
Flooding Report	SMCSWSSJ-JHL-WBK-CE-REP-007298.C.RVW.C.01 DPK 016	C	pdf
EMC Report	SMCSWSSJ-JHL-WBK-EA-REP-007297.E.RVW.E.01 DPK 006	E	pdf
Bankstown Pest and Ecology	SMCSWSSJ-JHL-WBK-EM-REP-006493.D.INF.D.01 DPK 592	D	pdf
Environmental Compliance Report	SMCSWSSJ-JHL-WBK-EM-REP-006804.E.INF.E.02 DPK 009	E	pdf
Contamination Assessment Report	SMCSWSSJ-JHL-WBK-GE-REP-006533.D.RVW.D.01 DPK 003	D	pdf
Noise and Acoustic Report	SMCSWSSJ-JHL-WBK-NA-REP-006803.D.RVW.D.01 DPK 007	D	pdf
Reliability, Availability and Maintainability (RAM) Report	SMCSWSSJ-JHL-WBK-SA-REP-007110.C.INF.C.01 DPK 001 RAMS	C	pdf
Sydney Metro Bankstown Station - System Safety Functions - Technical Note	SMCSWSSJ-JHL-WBK-SA-REP-007165.A.RVW.A.01 DPK 001 SSF	A	pdf
Project Wide Durability Assessment Report	SMCSWSSJ-JHL-WBK-ST-REP-006779.C.INF.C.01 DPK 004	C	pdf

**SCHEDULE A16**

**Principal Supplied Items**

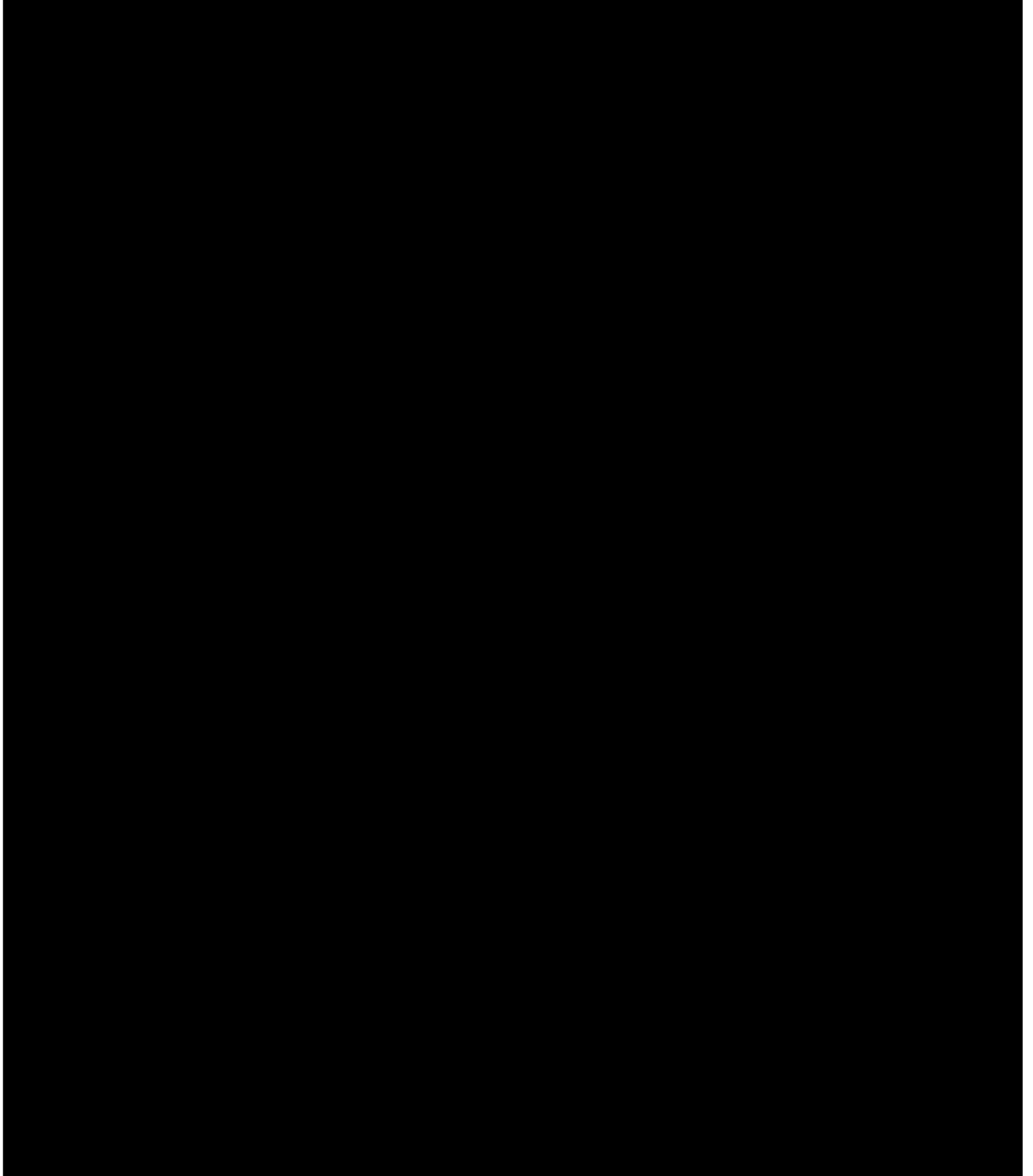
(Clauses 1.1 and 3.14)

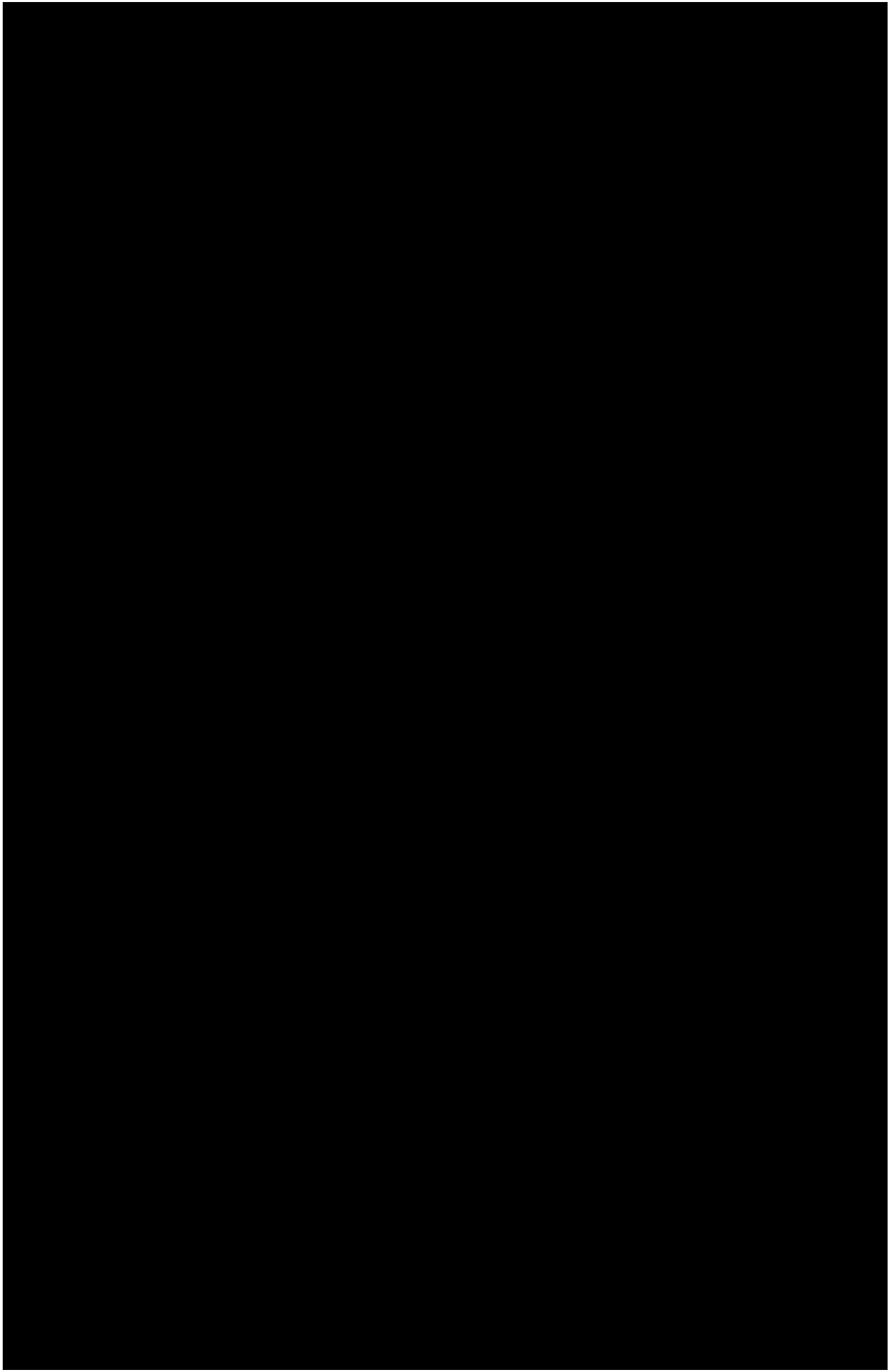


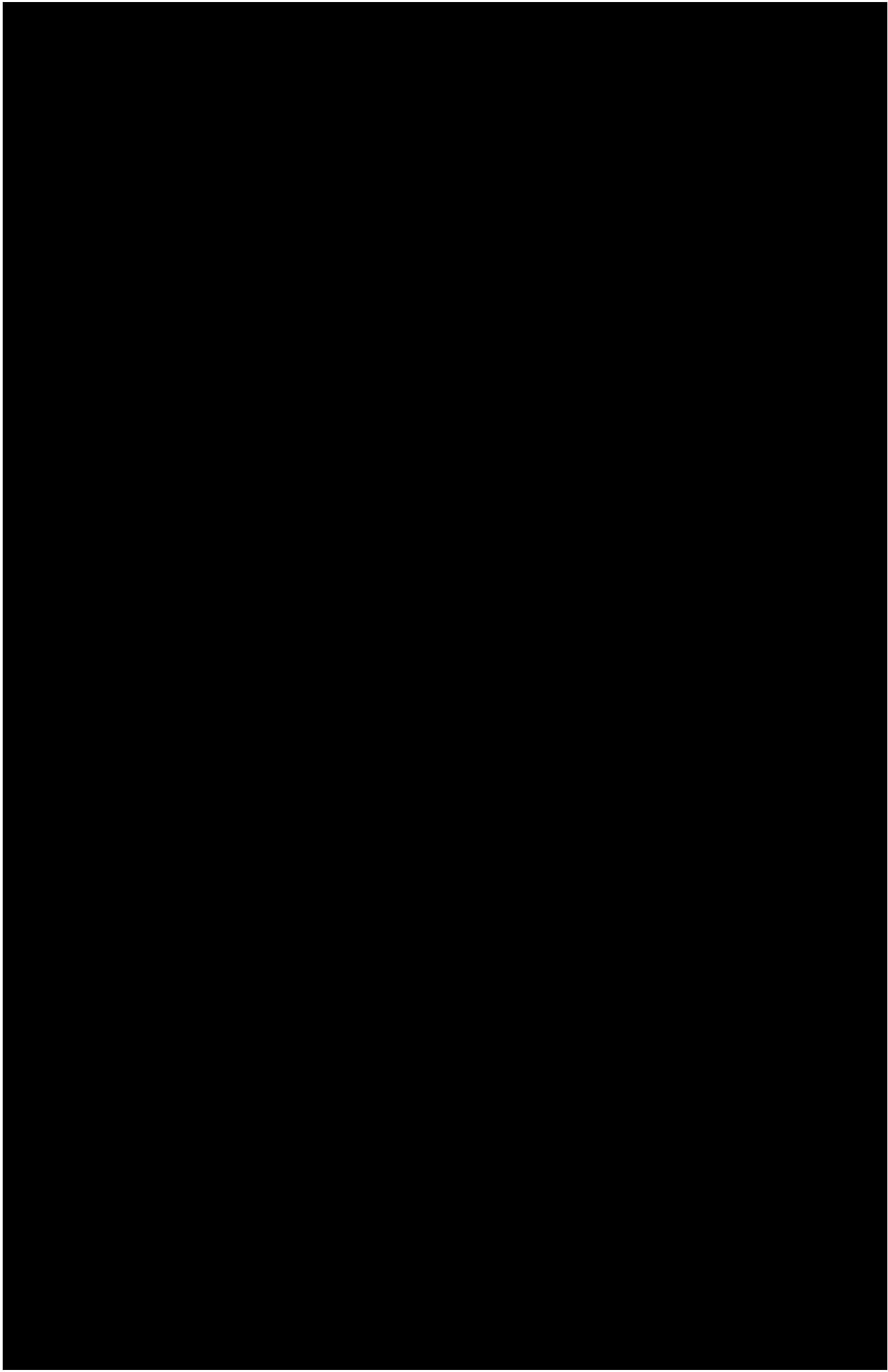
**SCHEDULE A17**

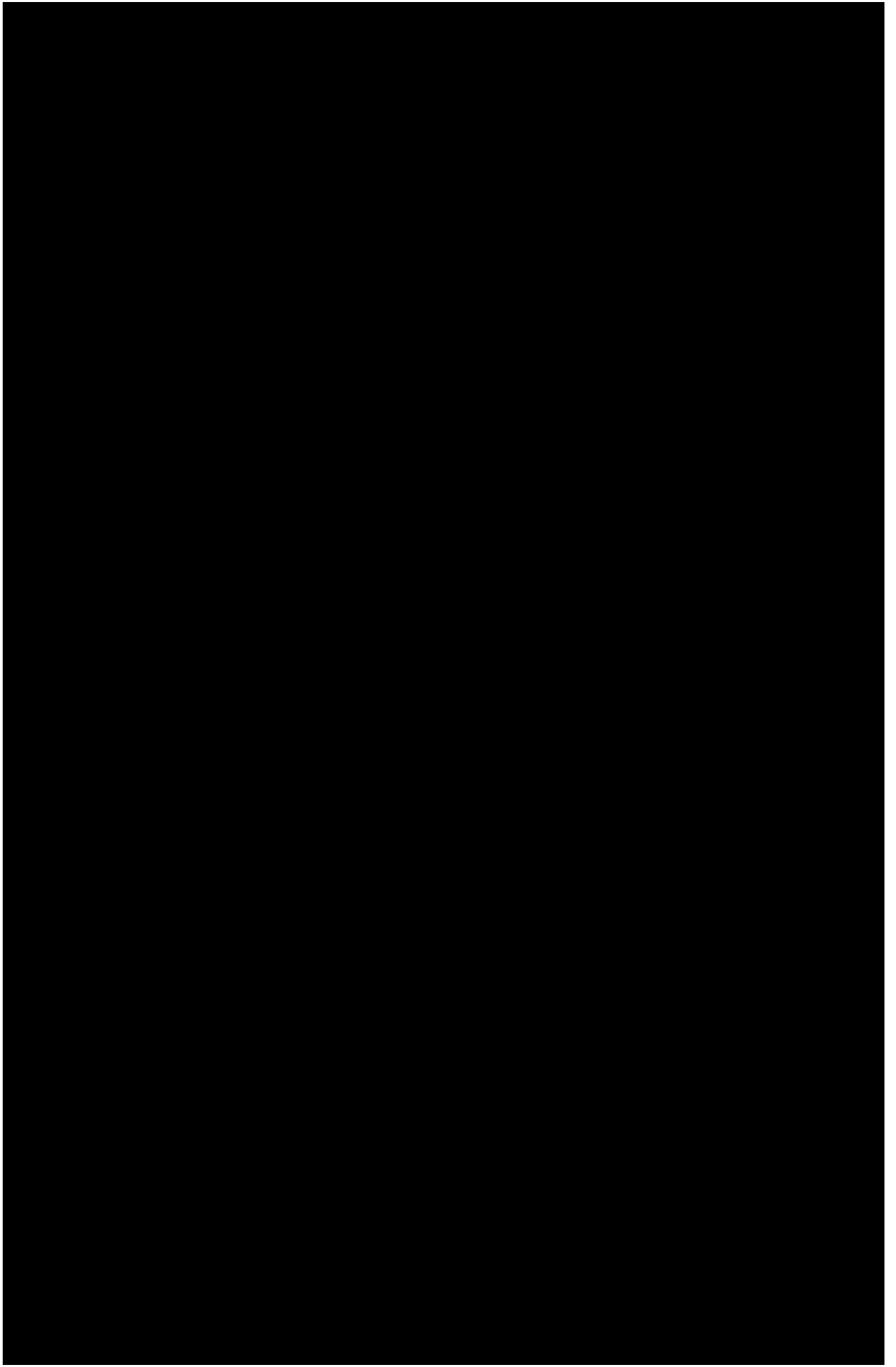
**SWM3 Interface Contractor Cooperation and Integration Deed**

(Clauses 1.1, 3.2 and 3.4)



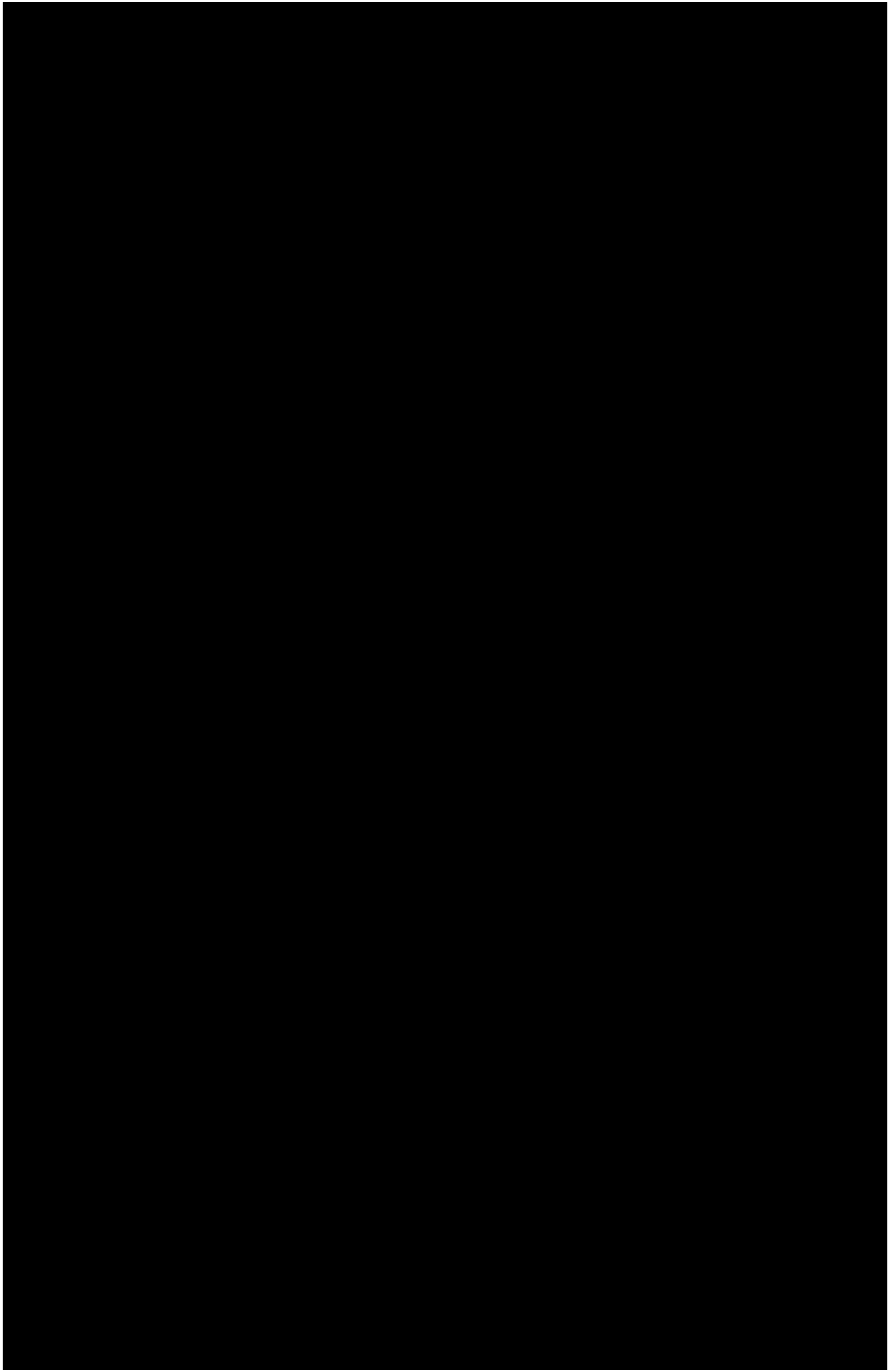


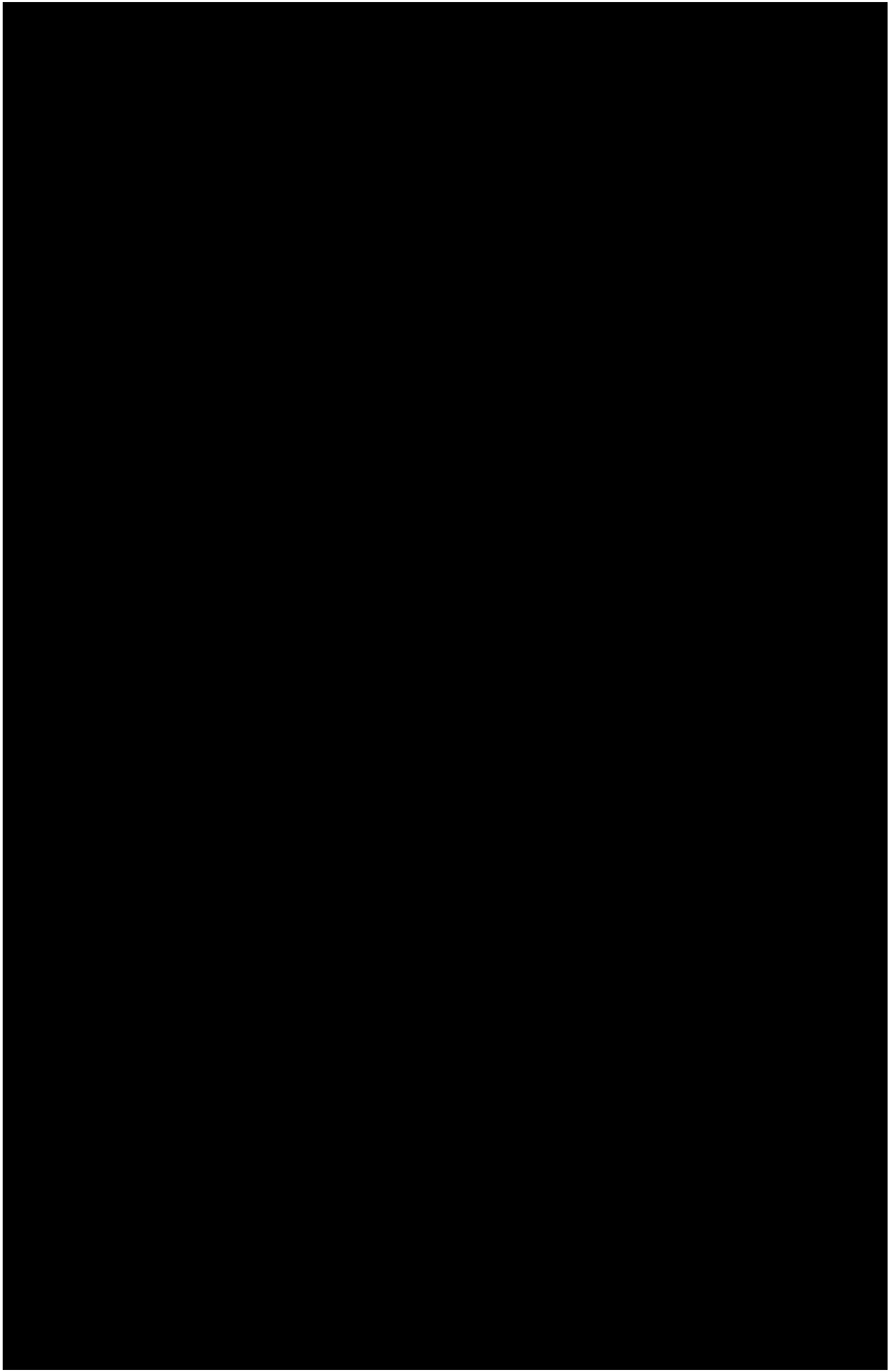




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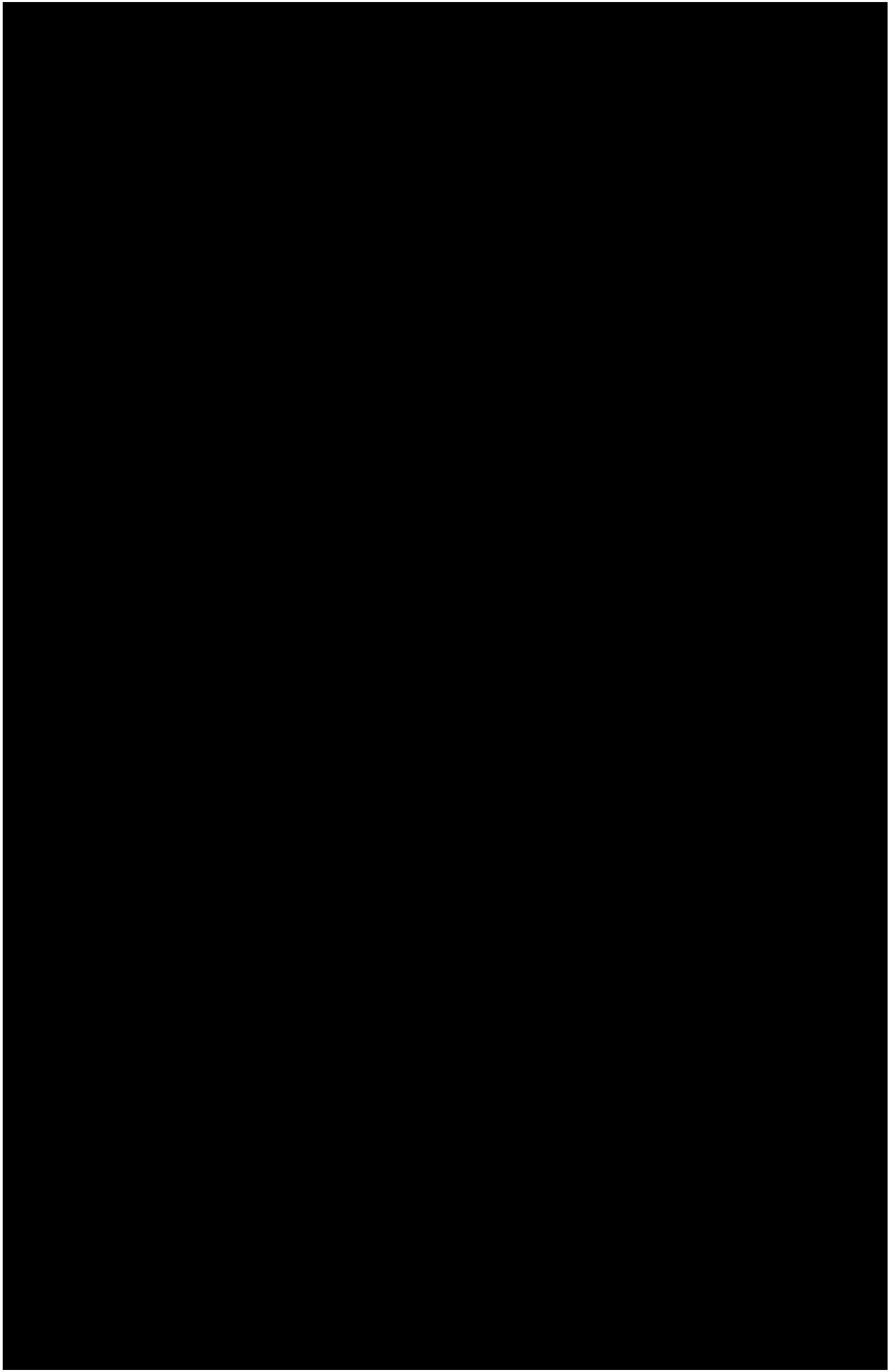


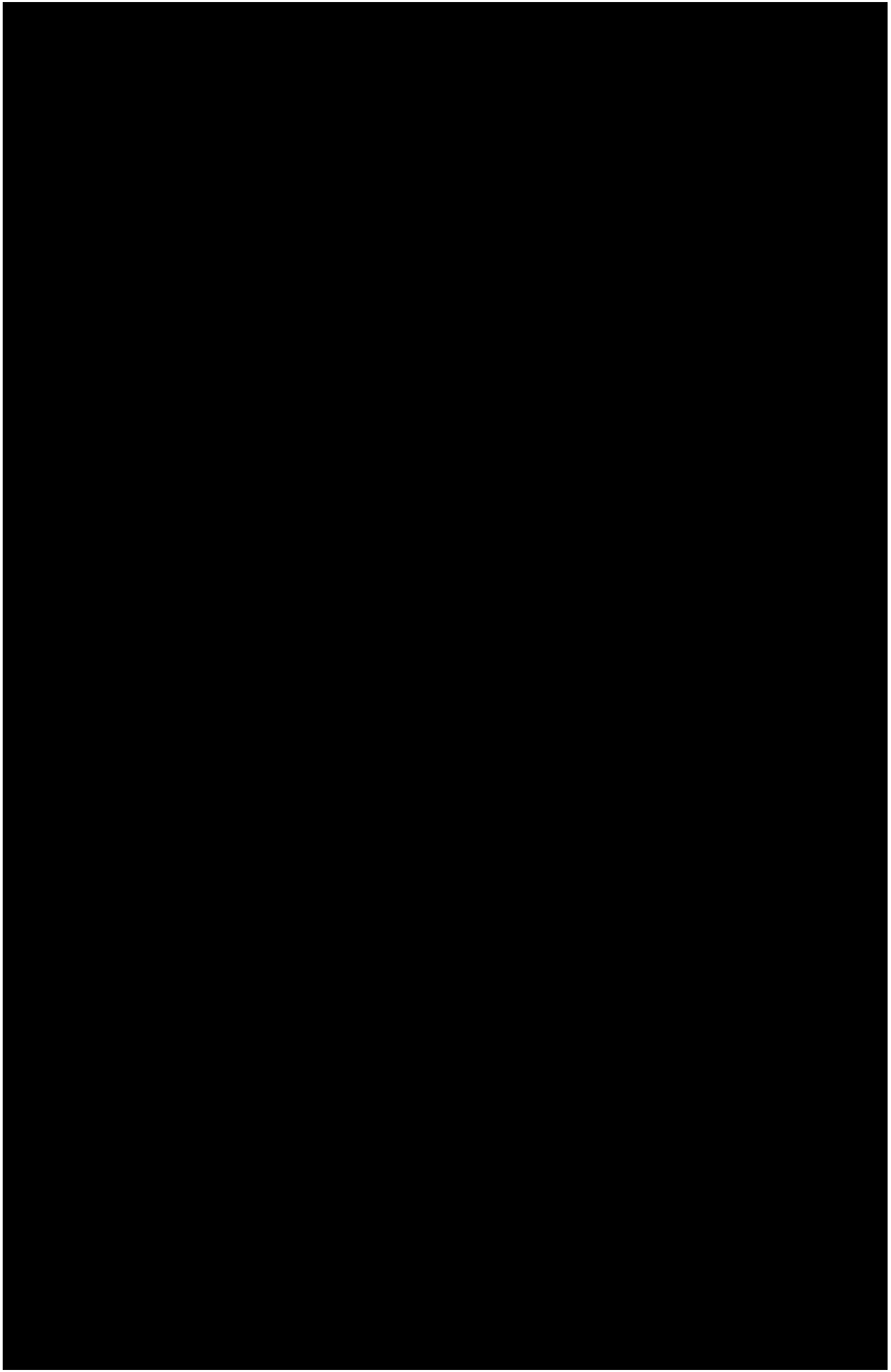


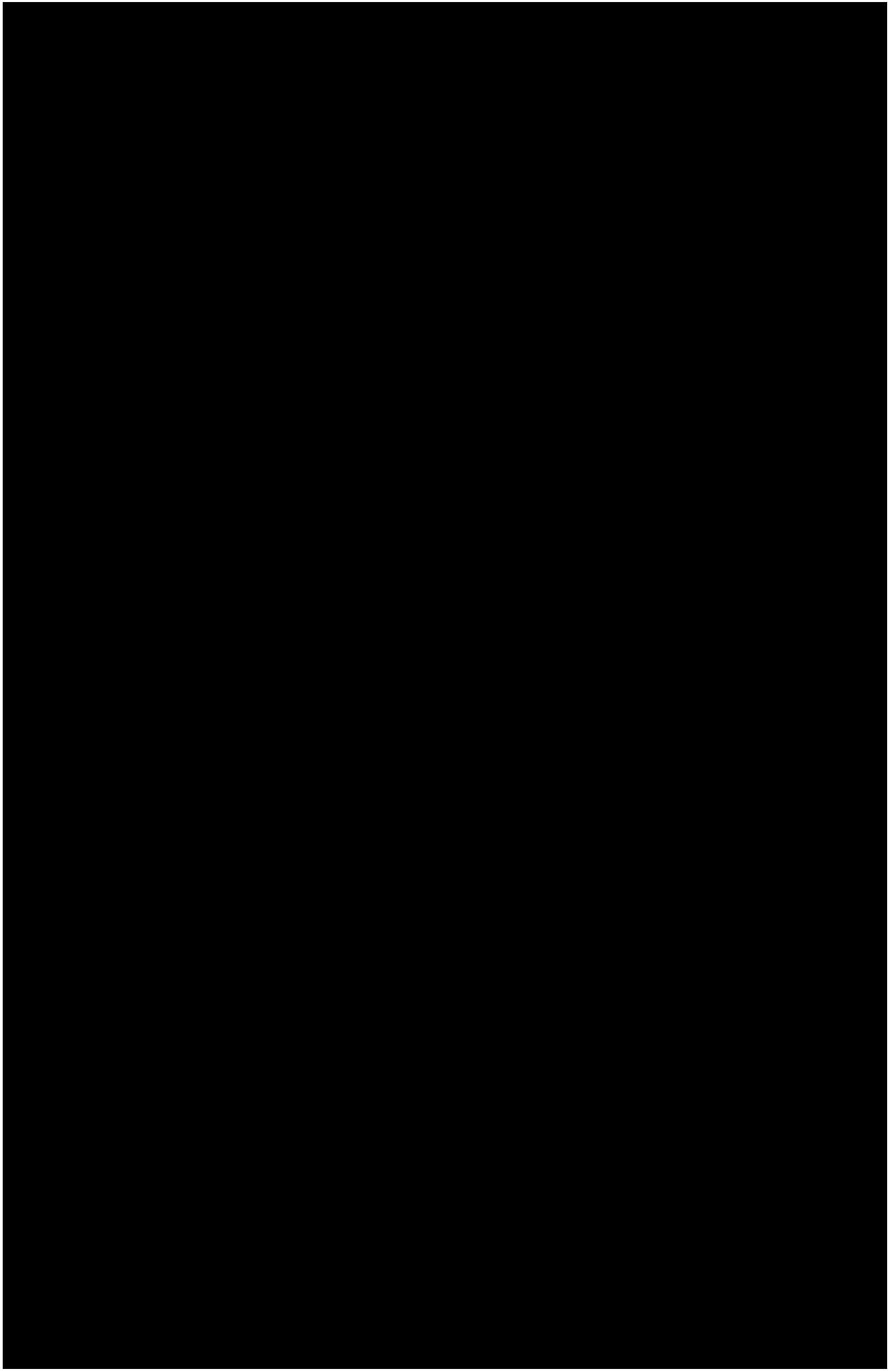
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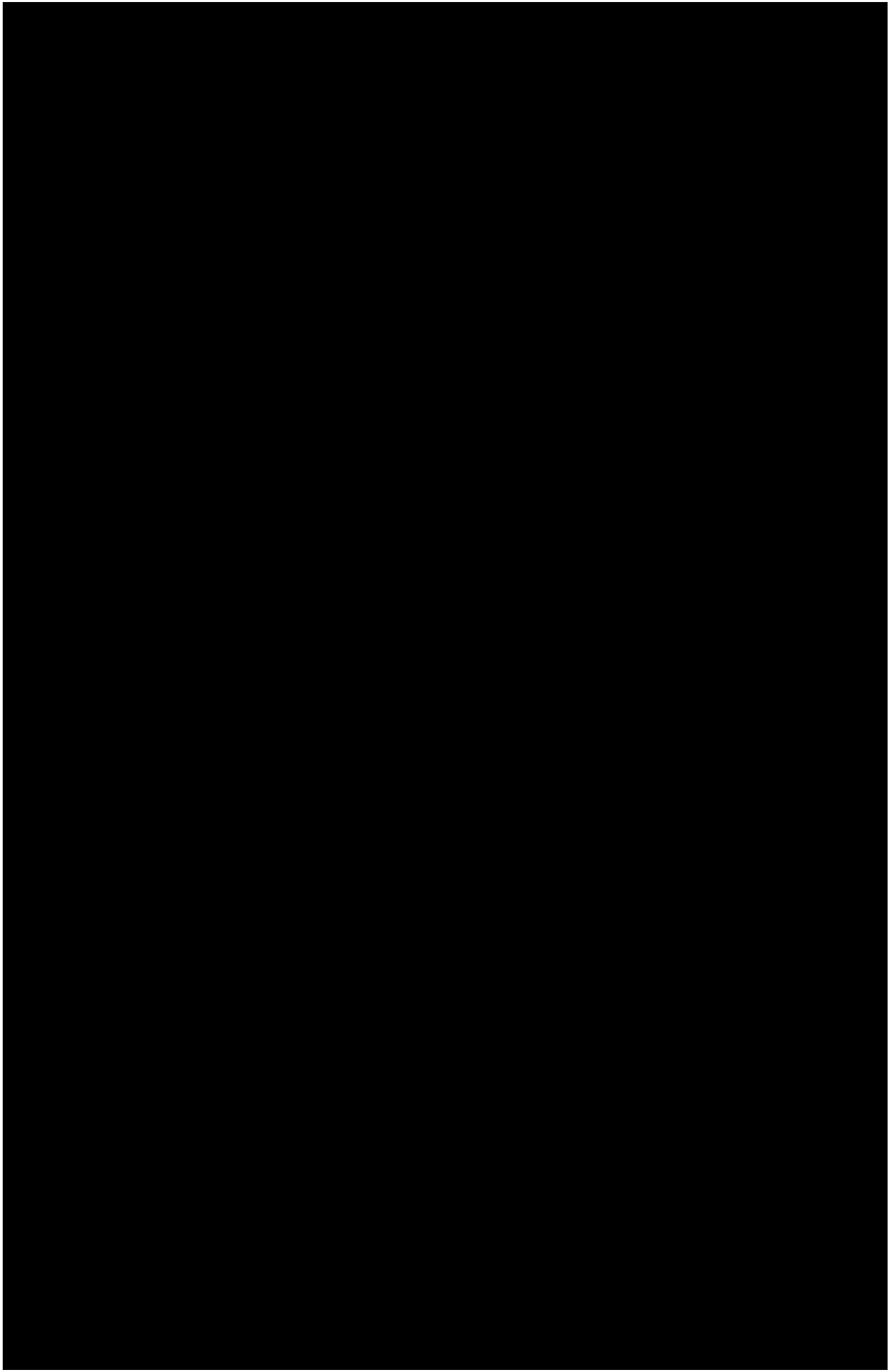


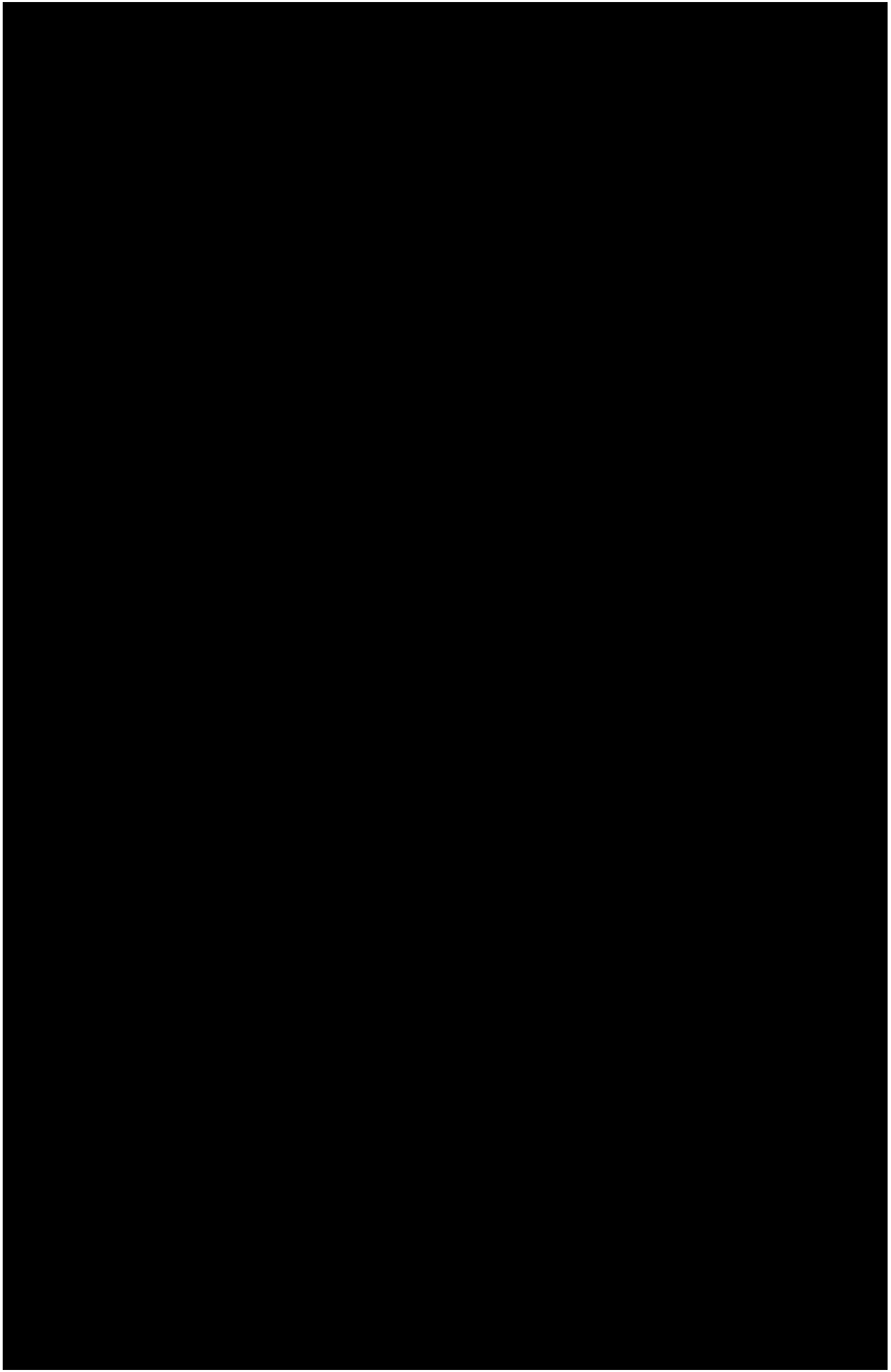




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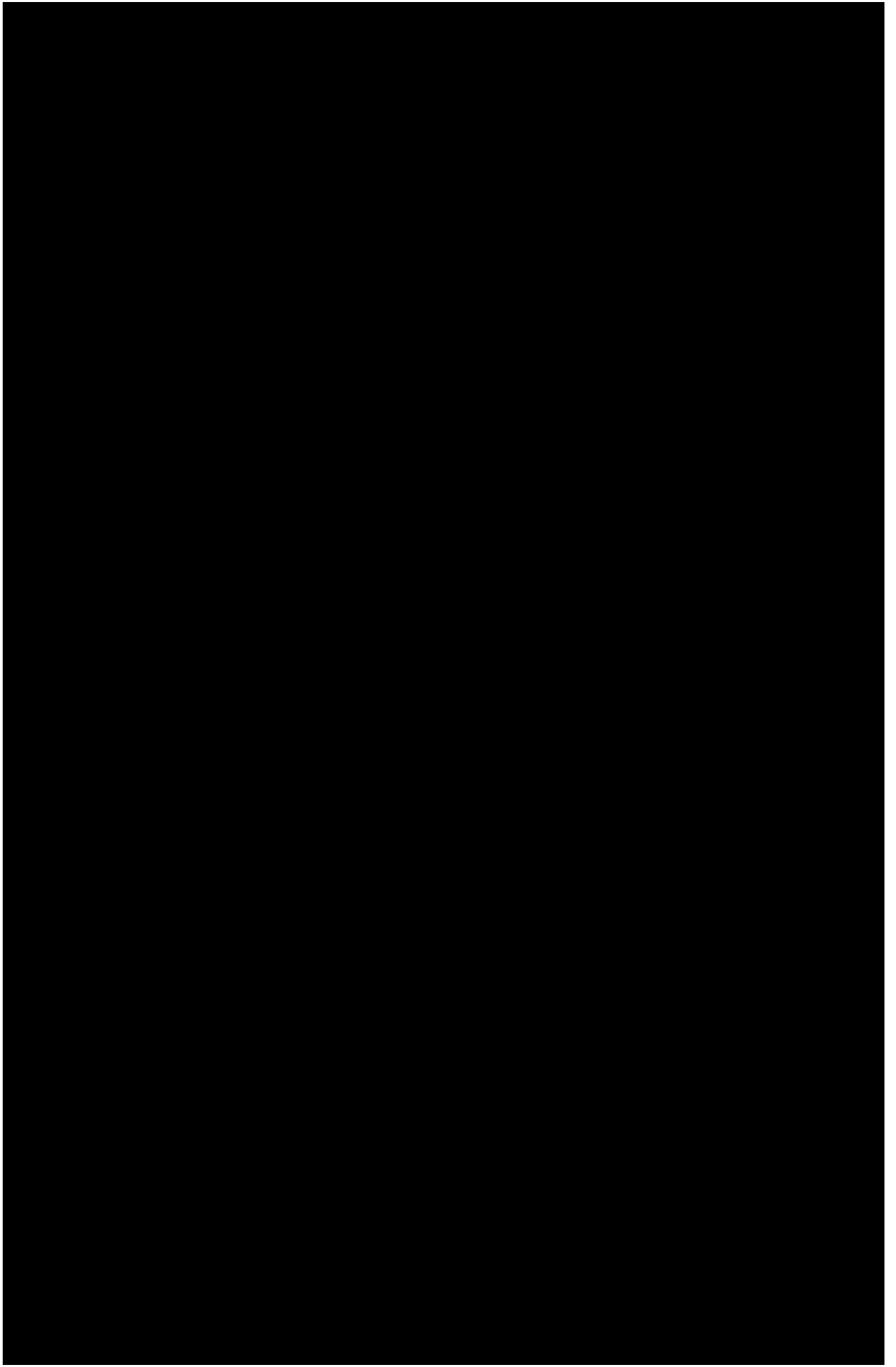
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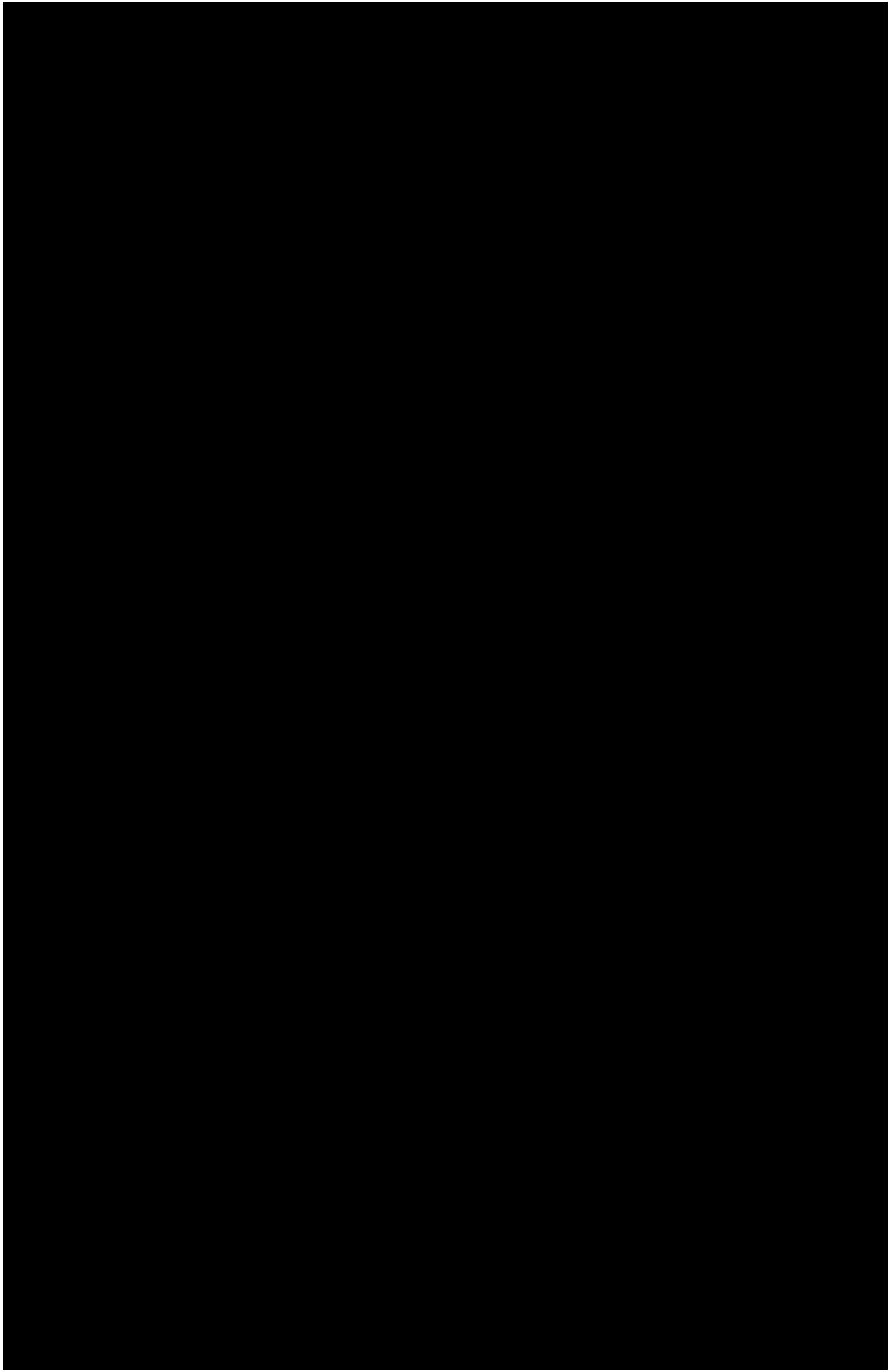


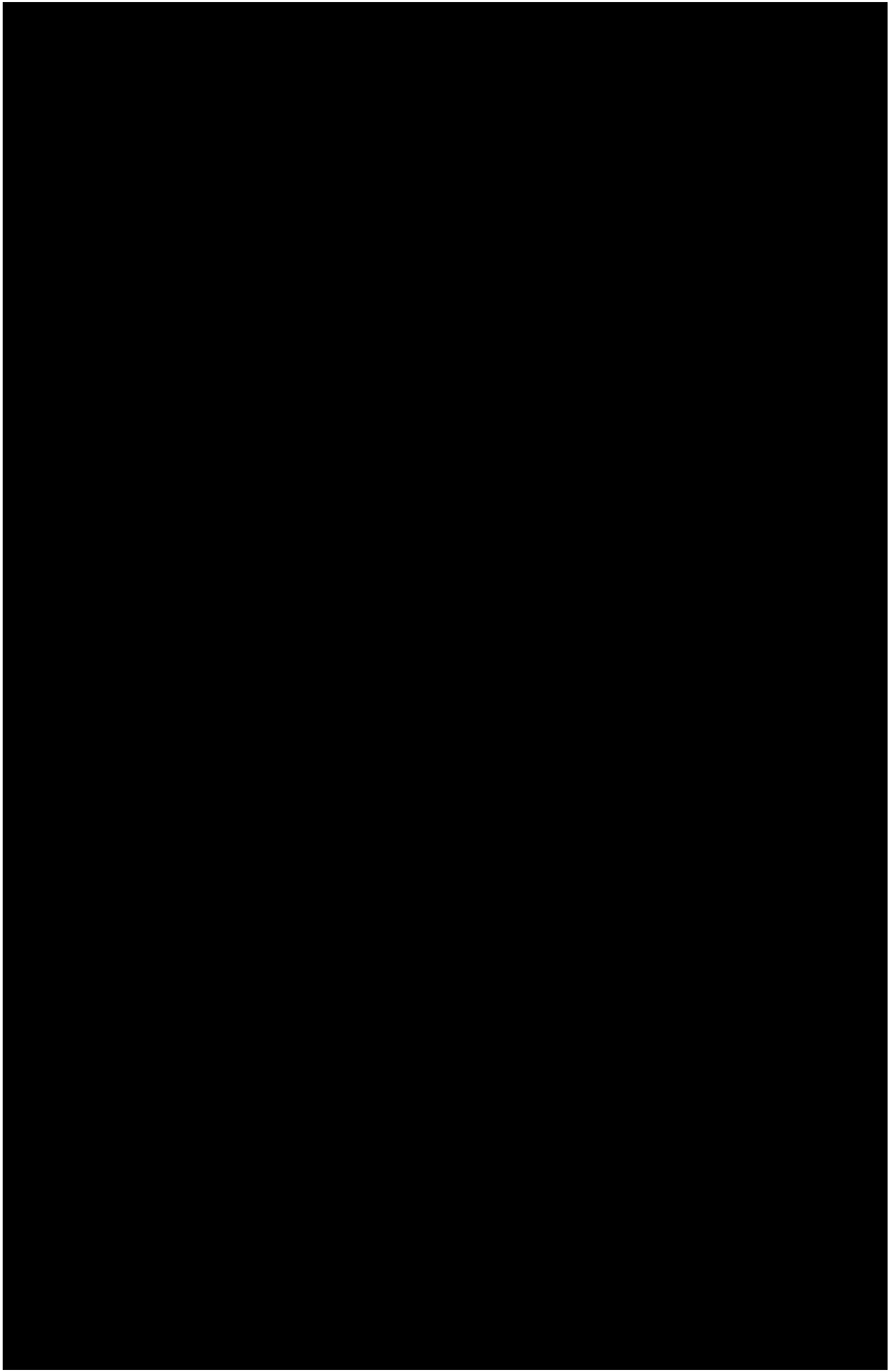


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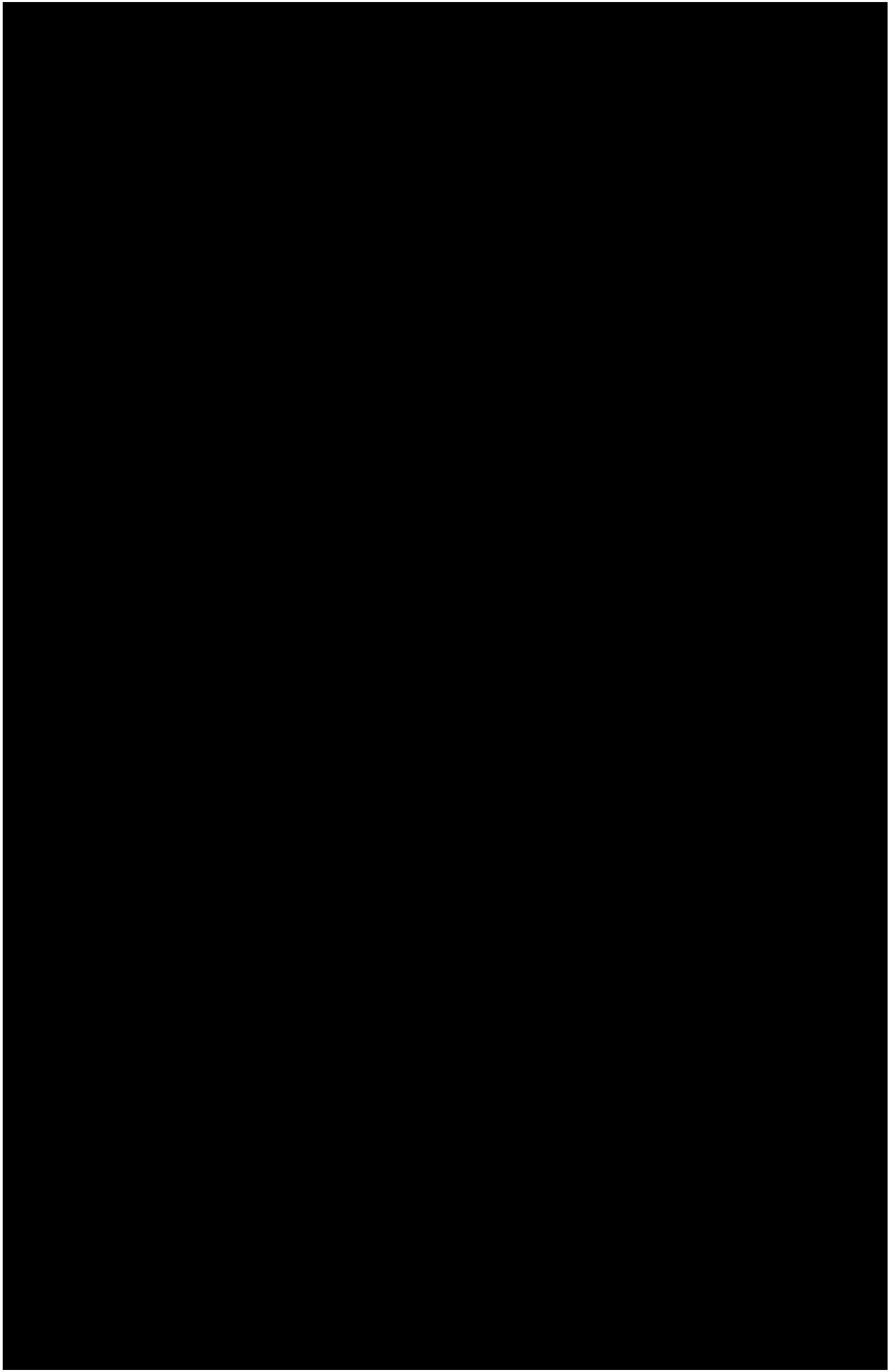


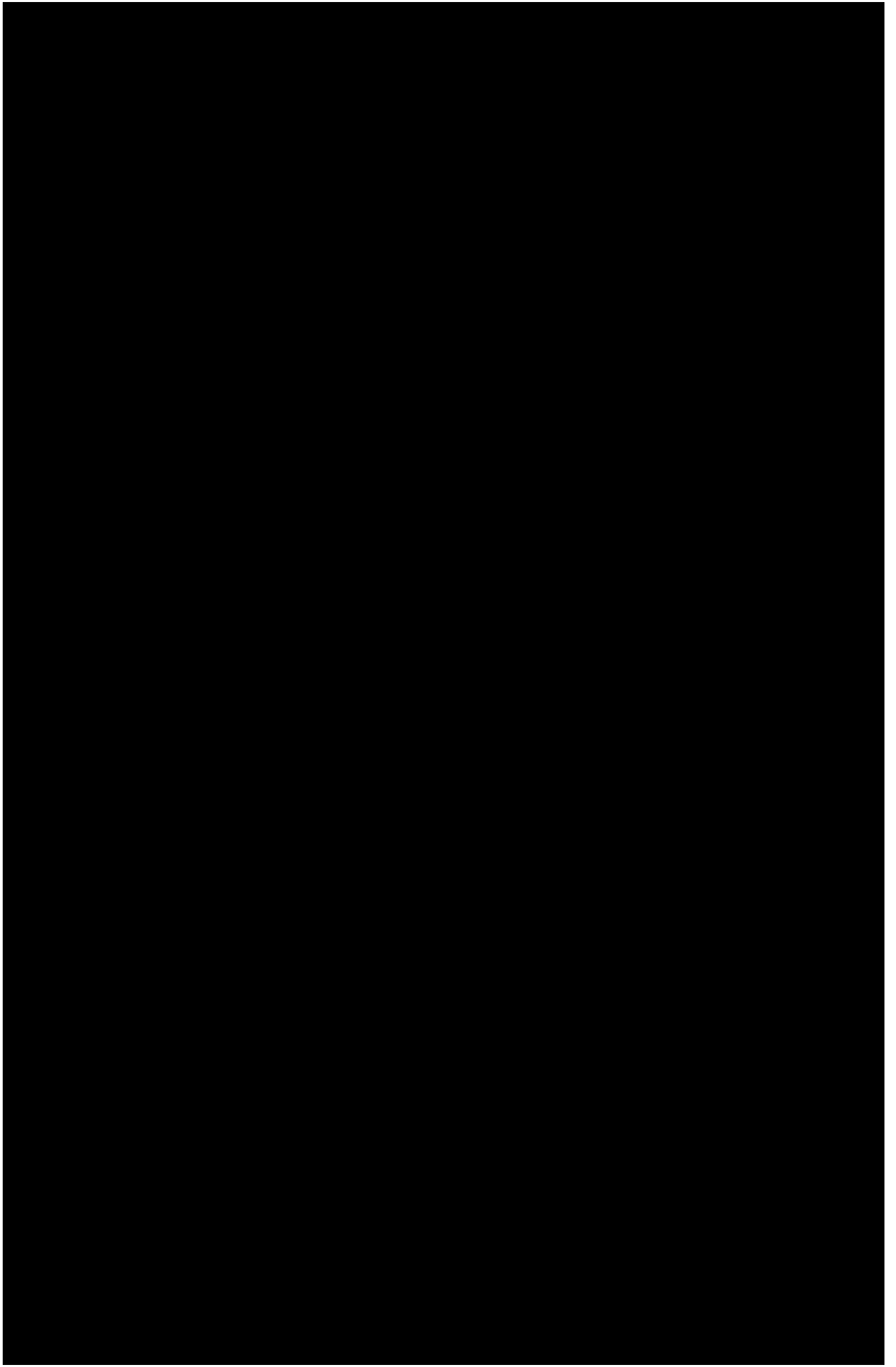


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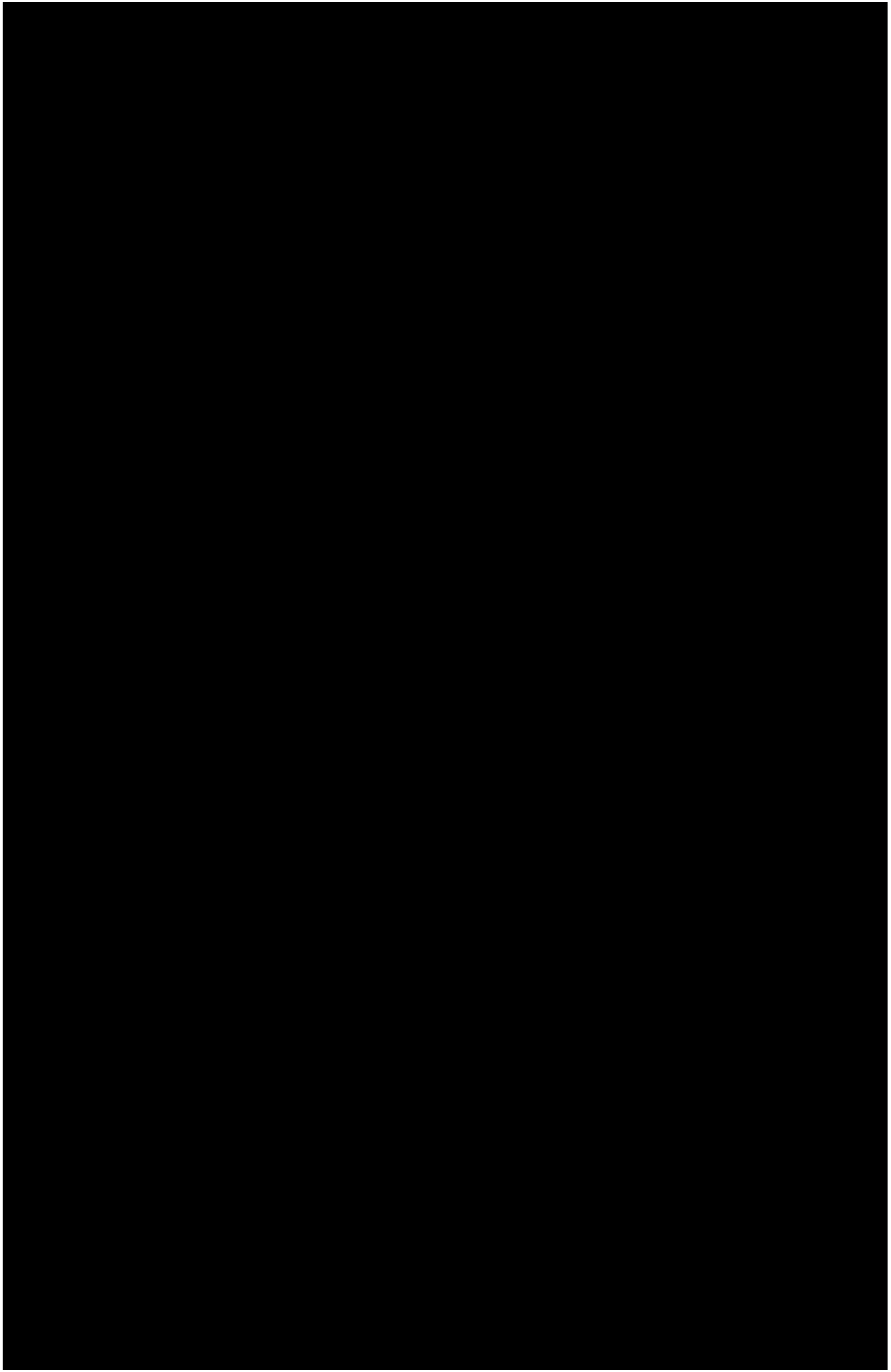


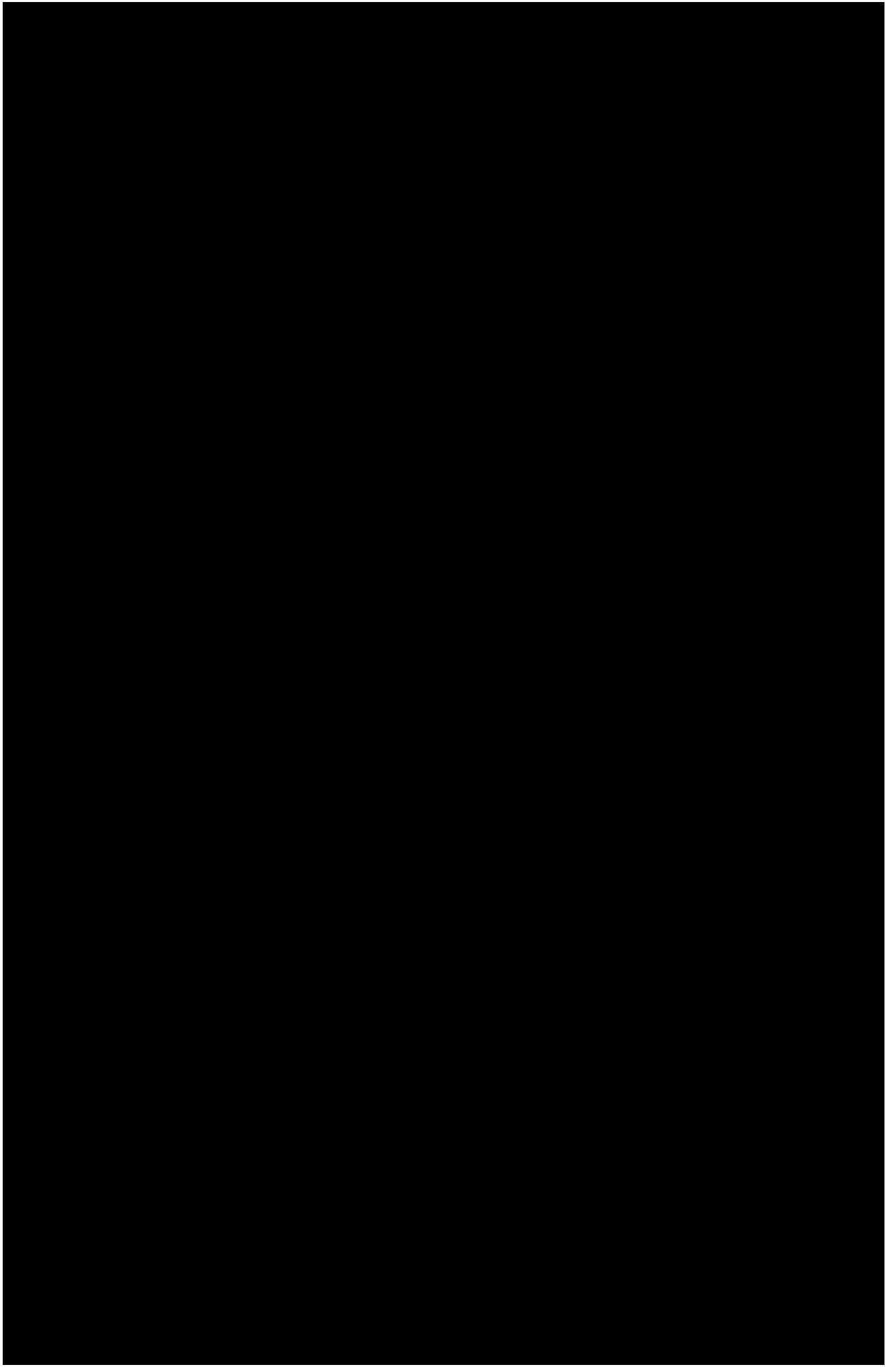


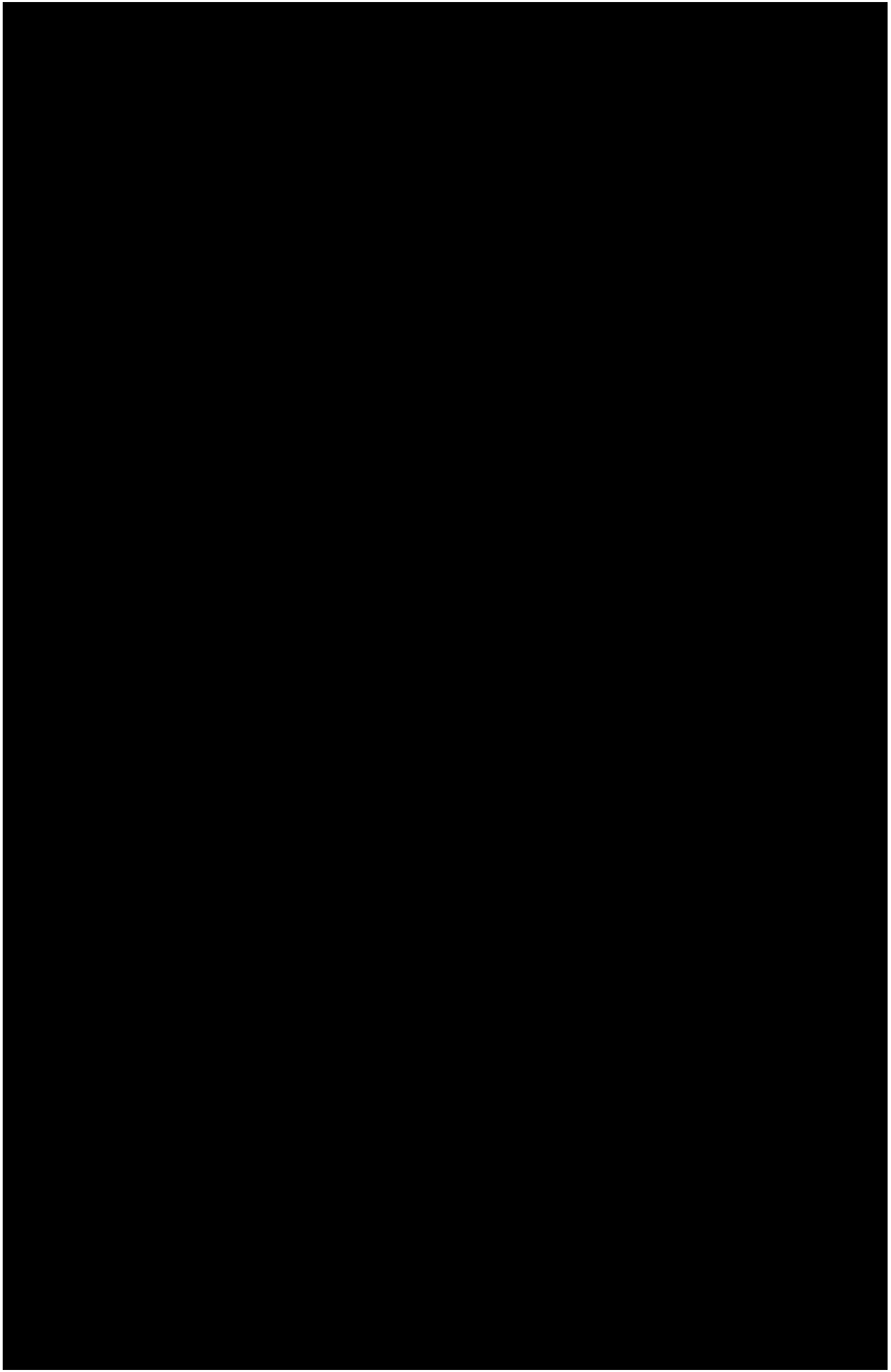


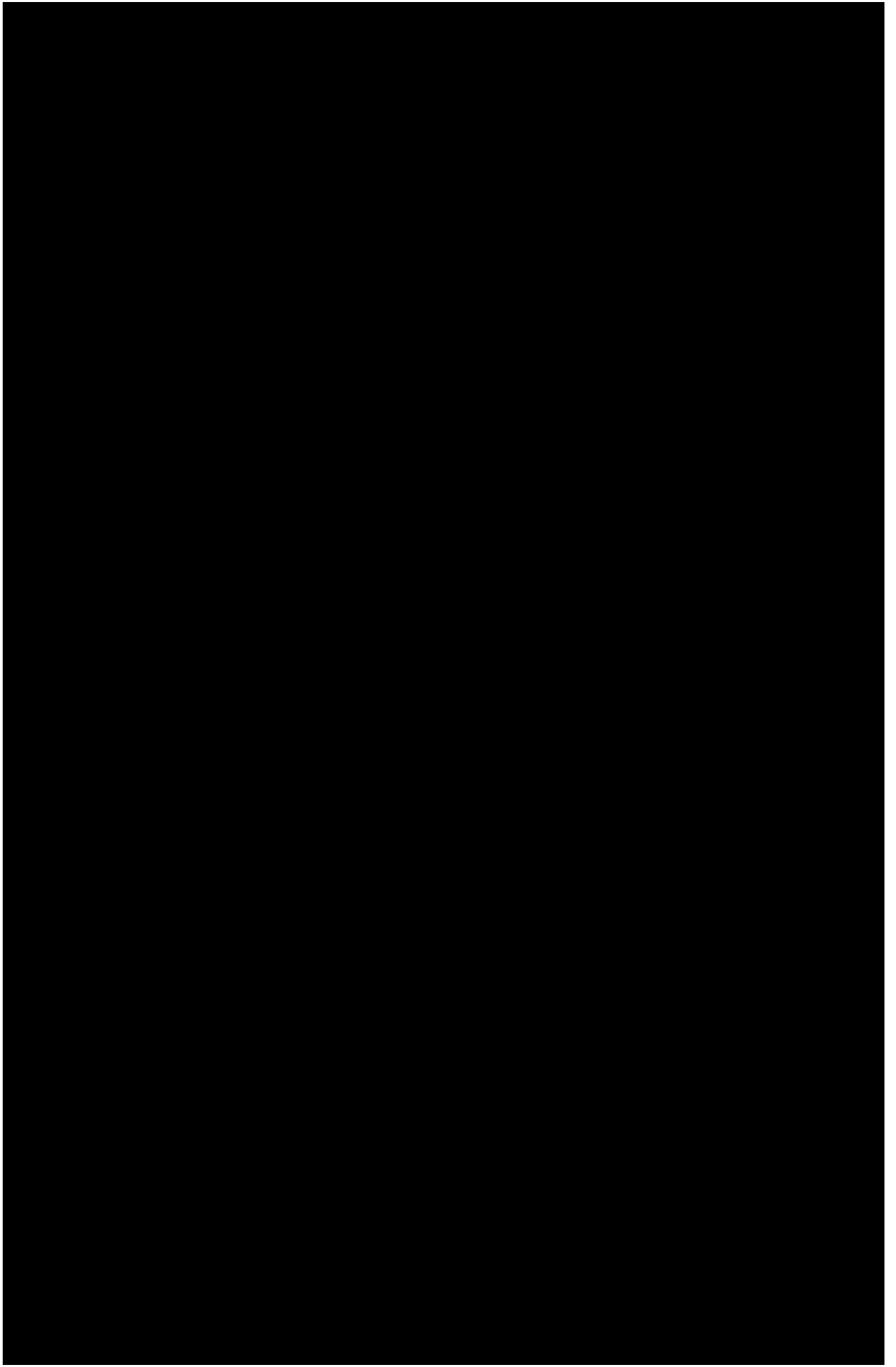
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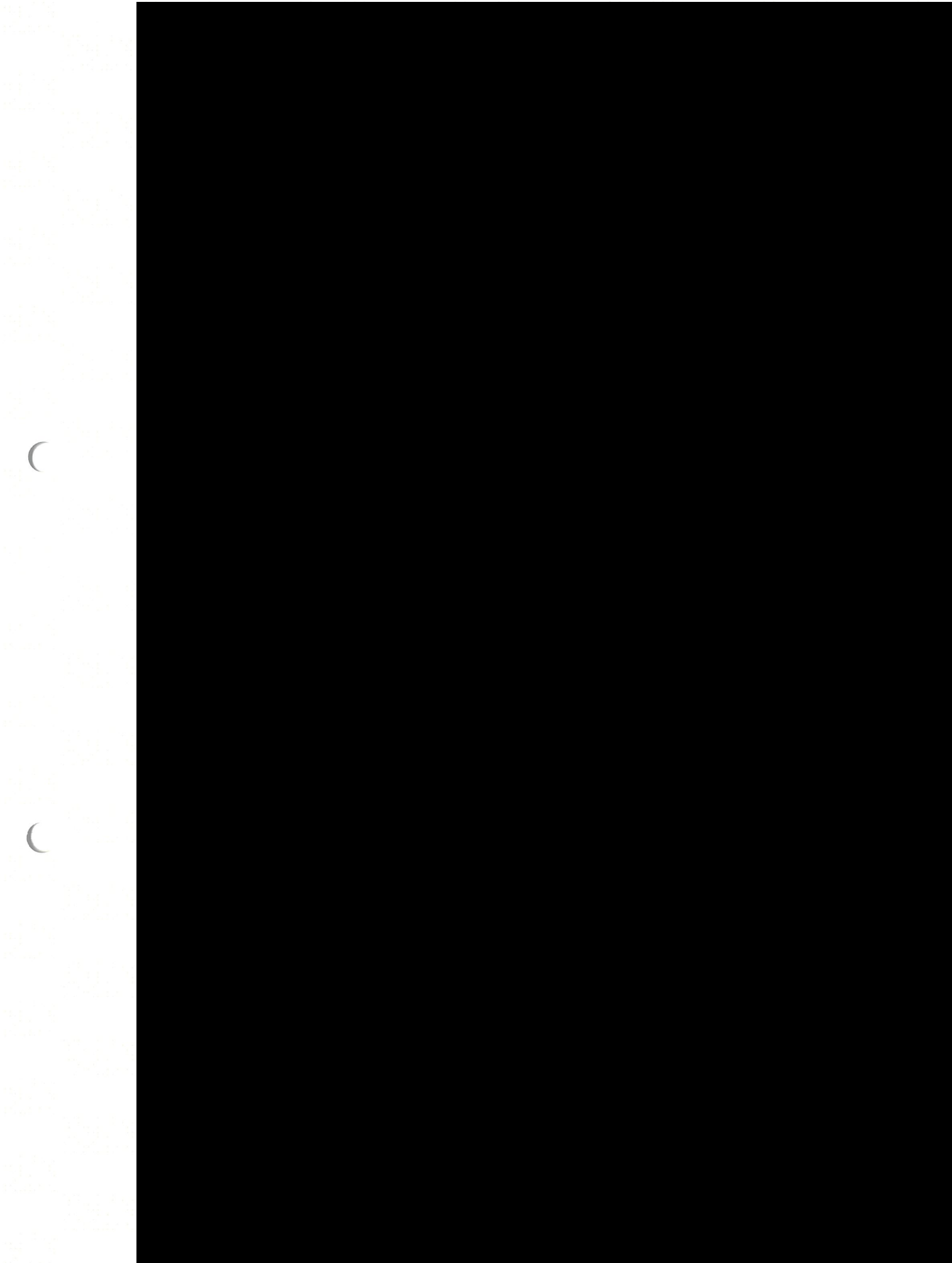


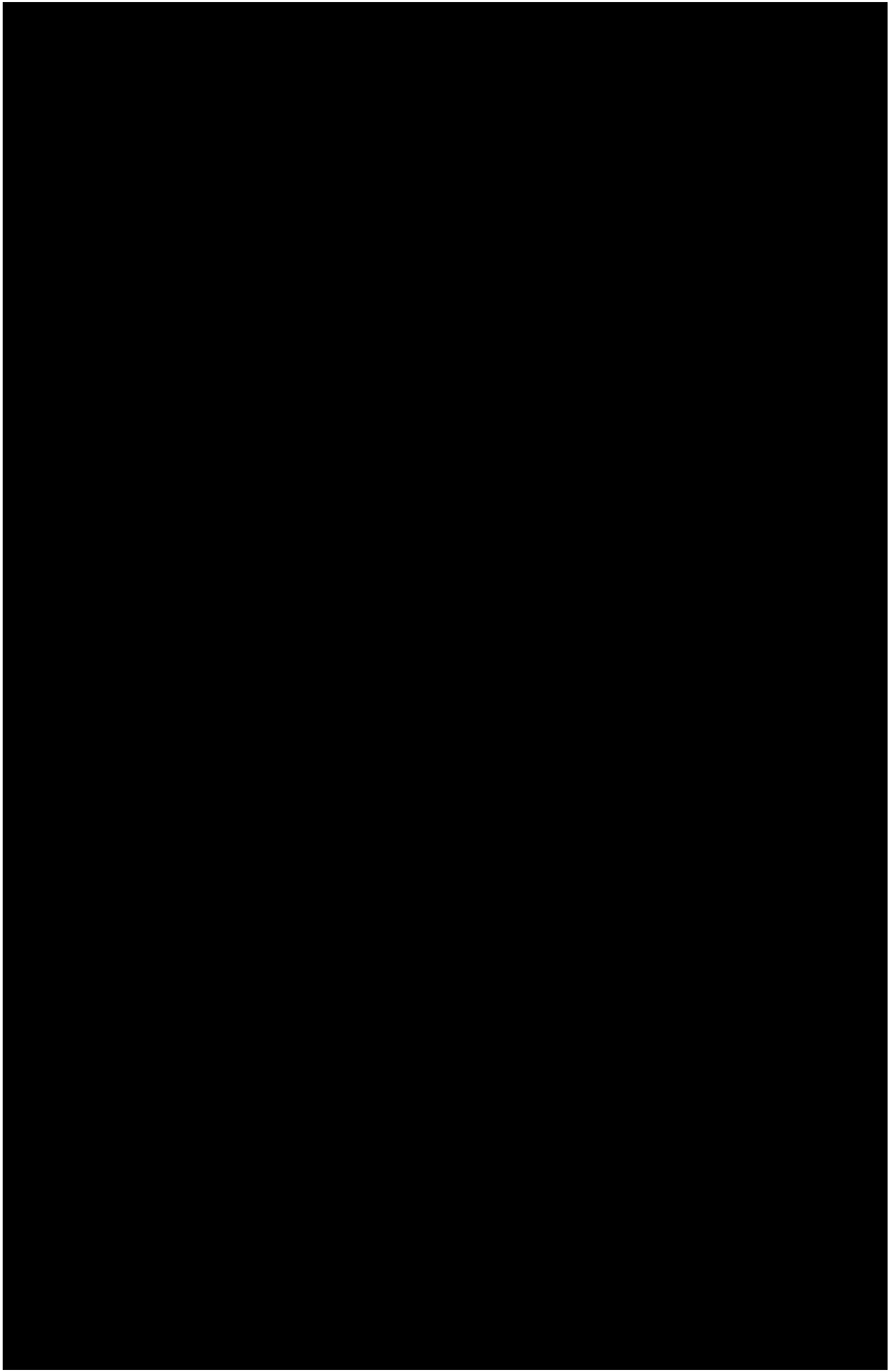




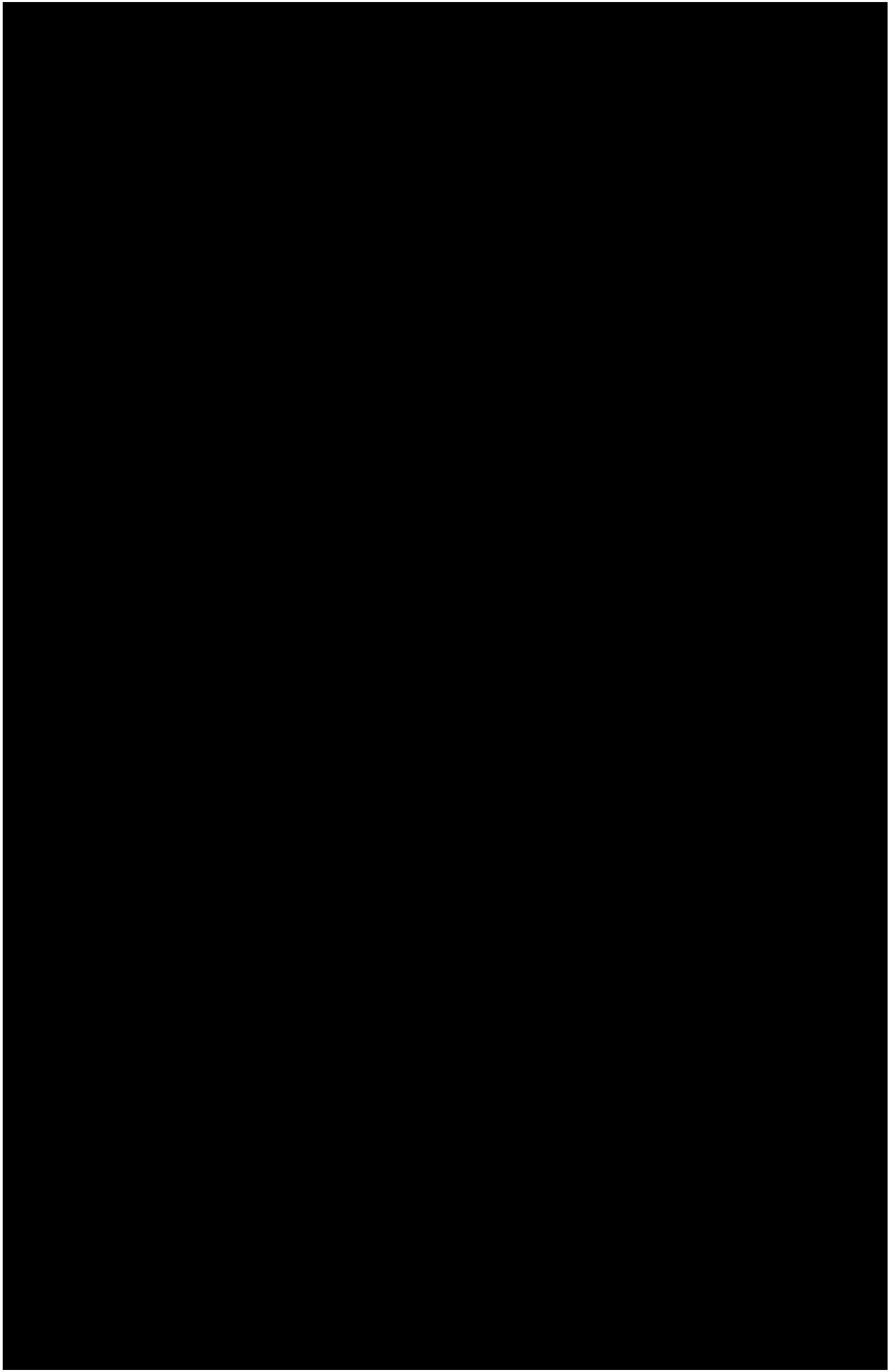
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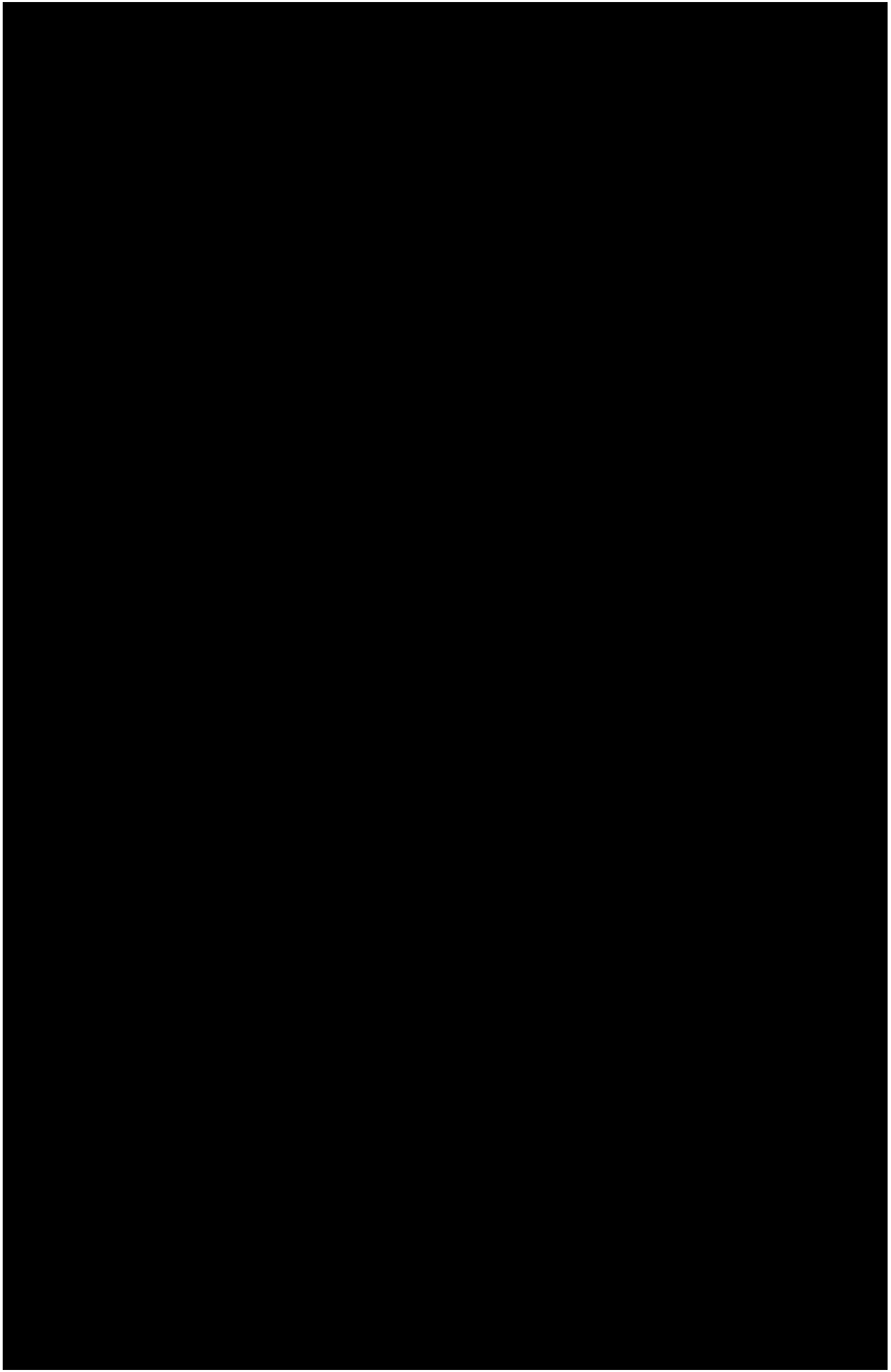
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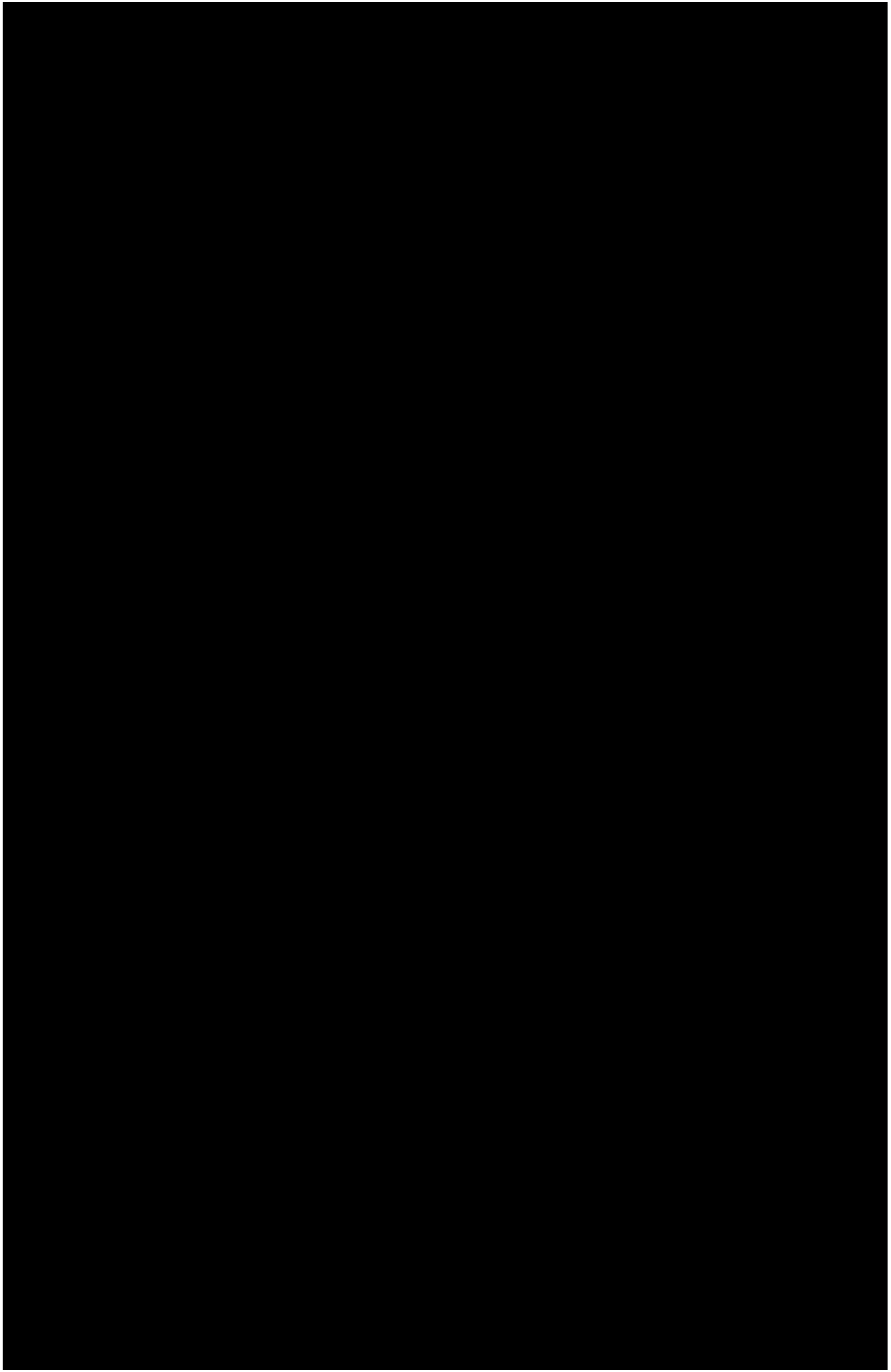






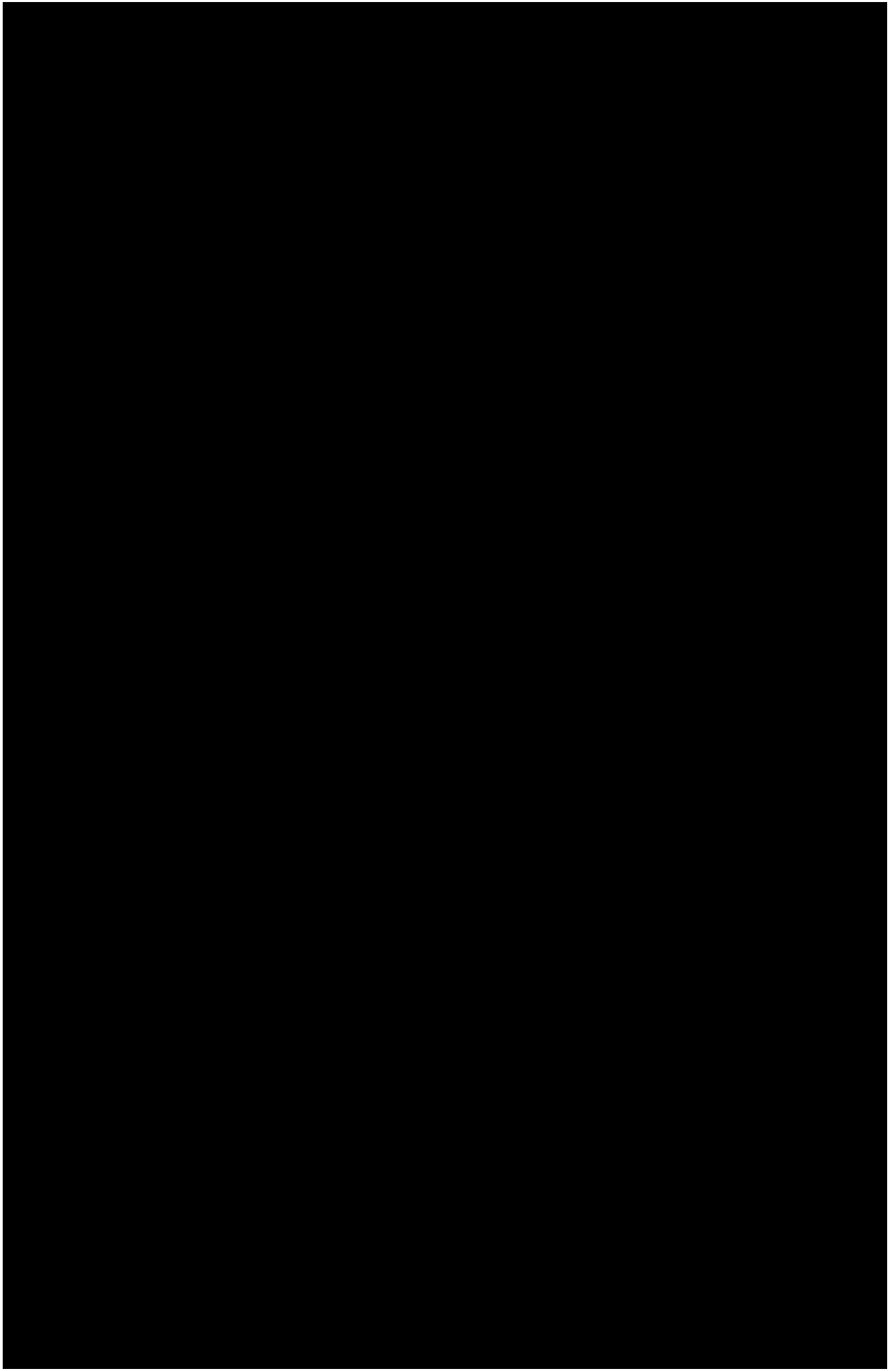


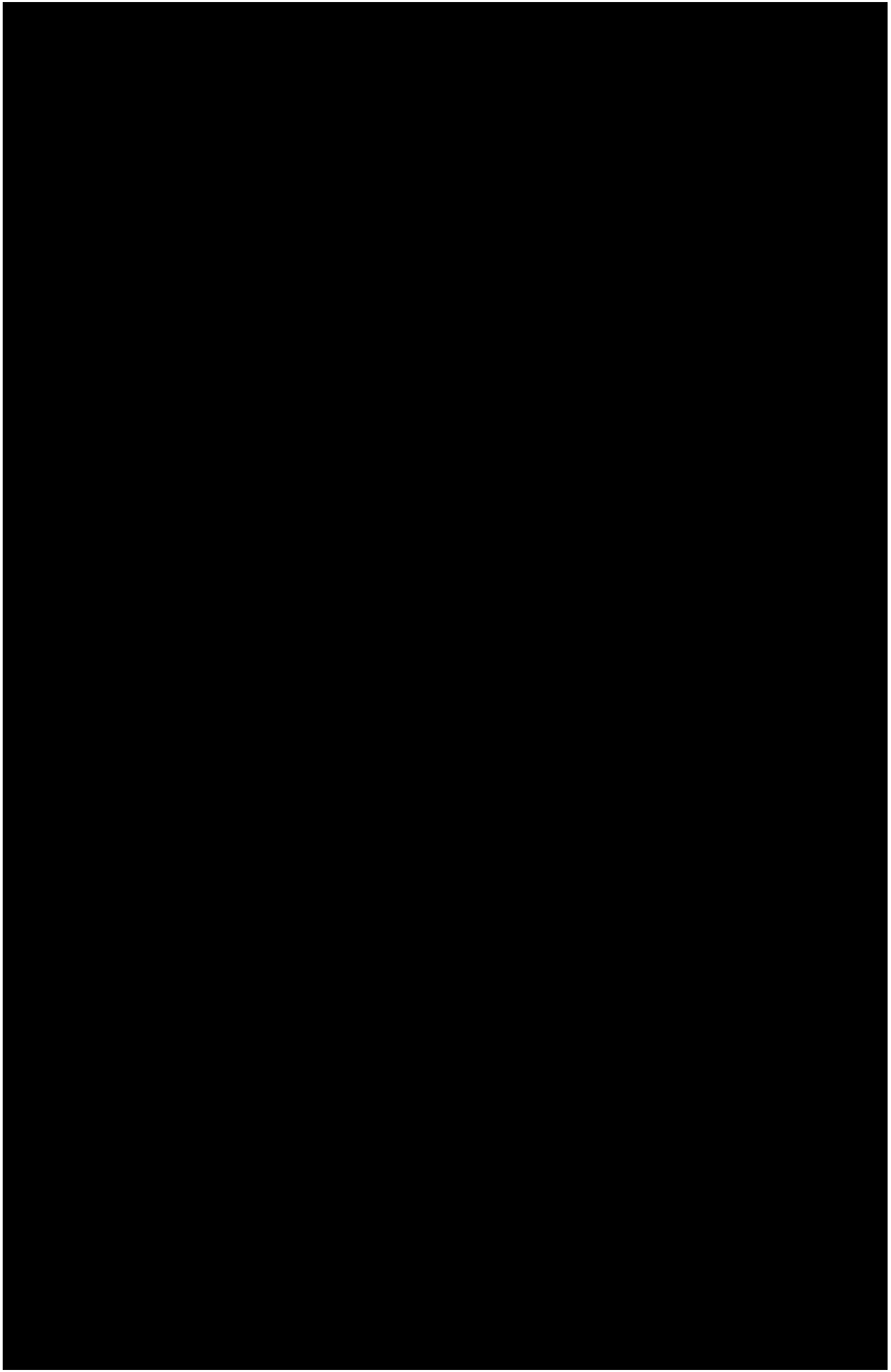


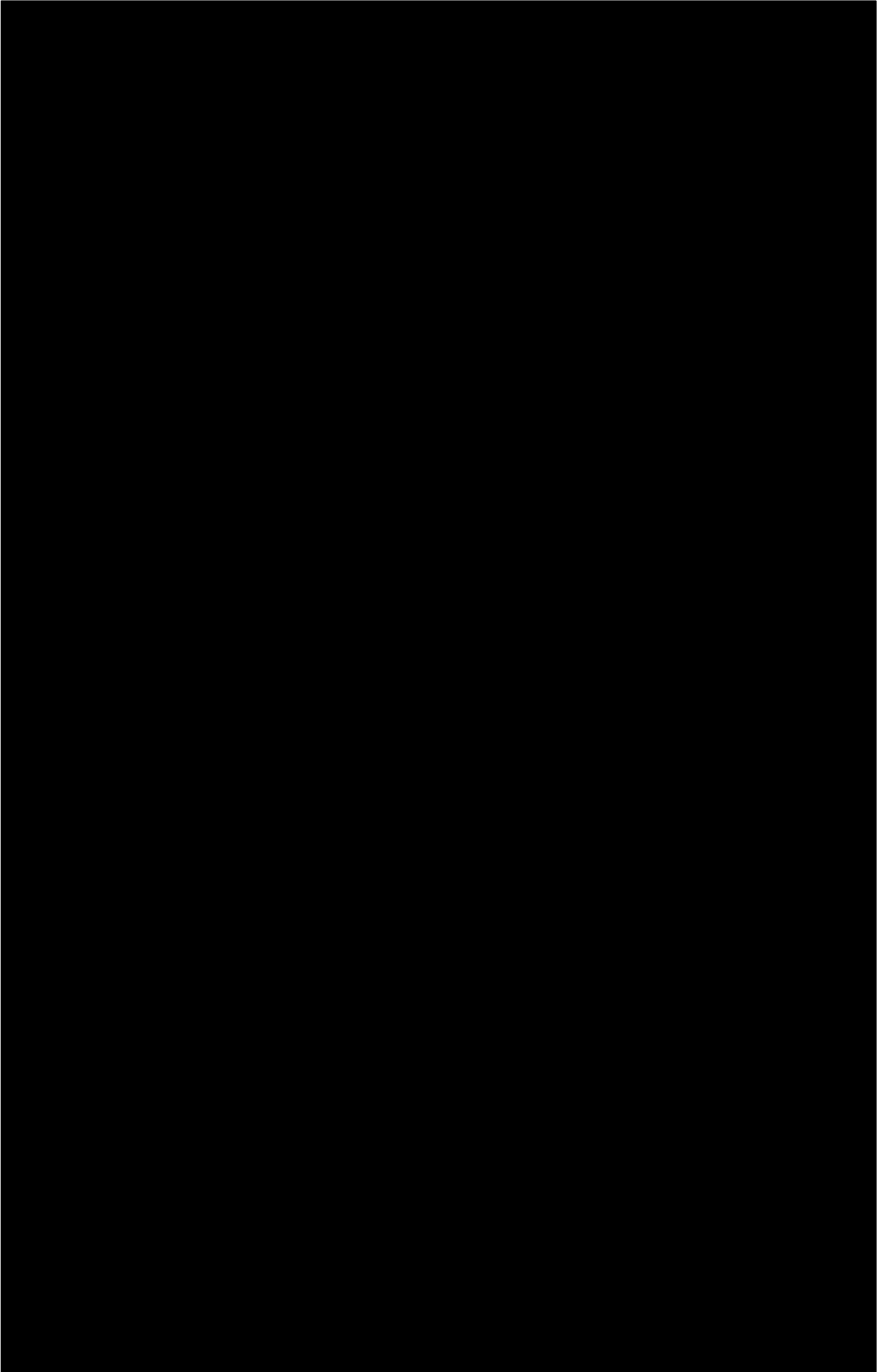


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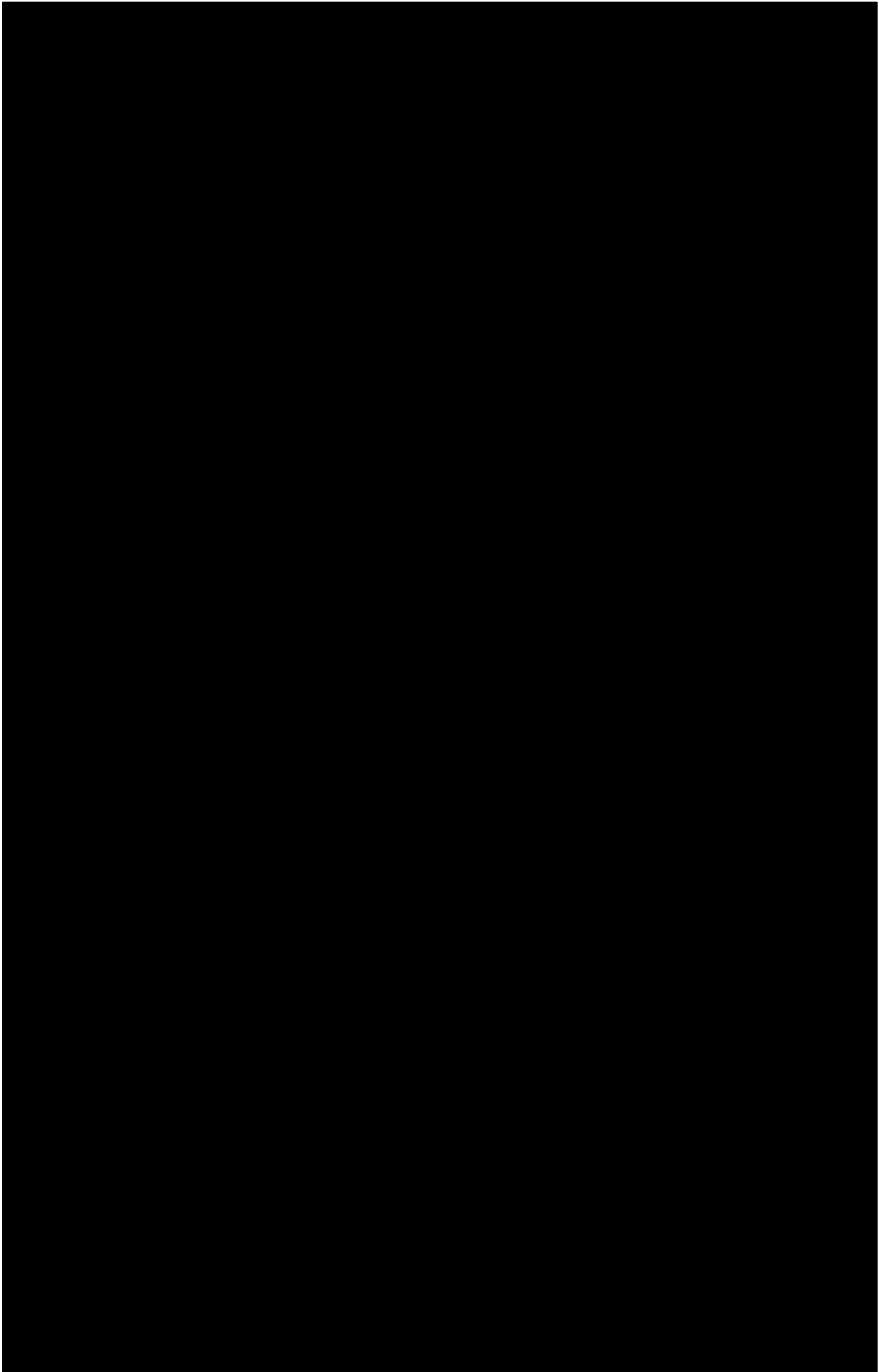


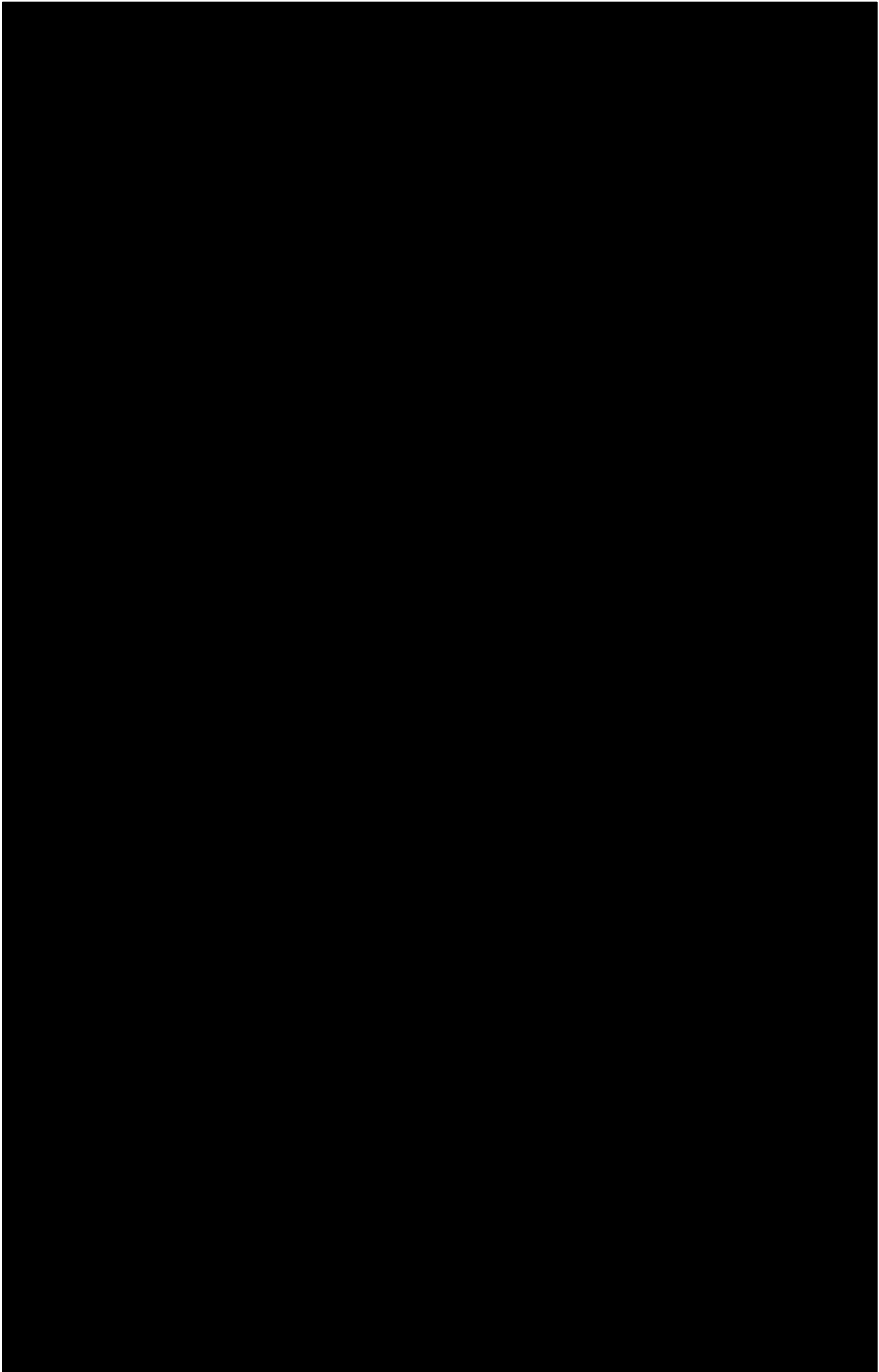




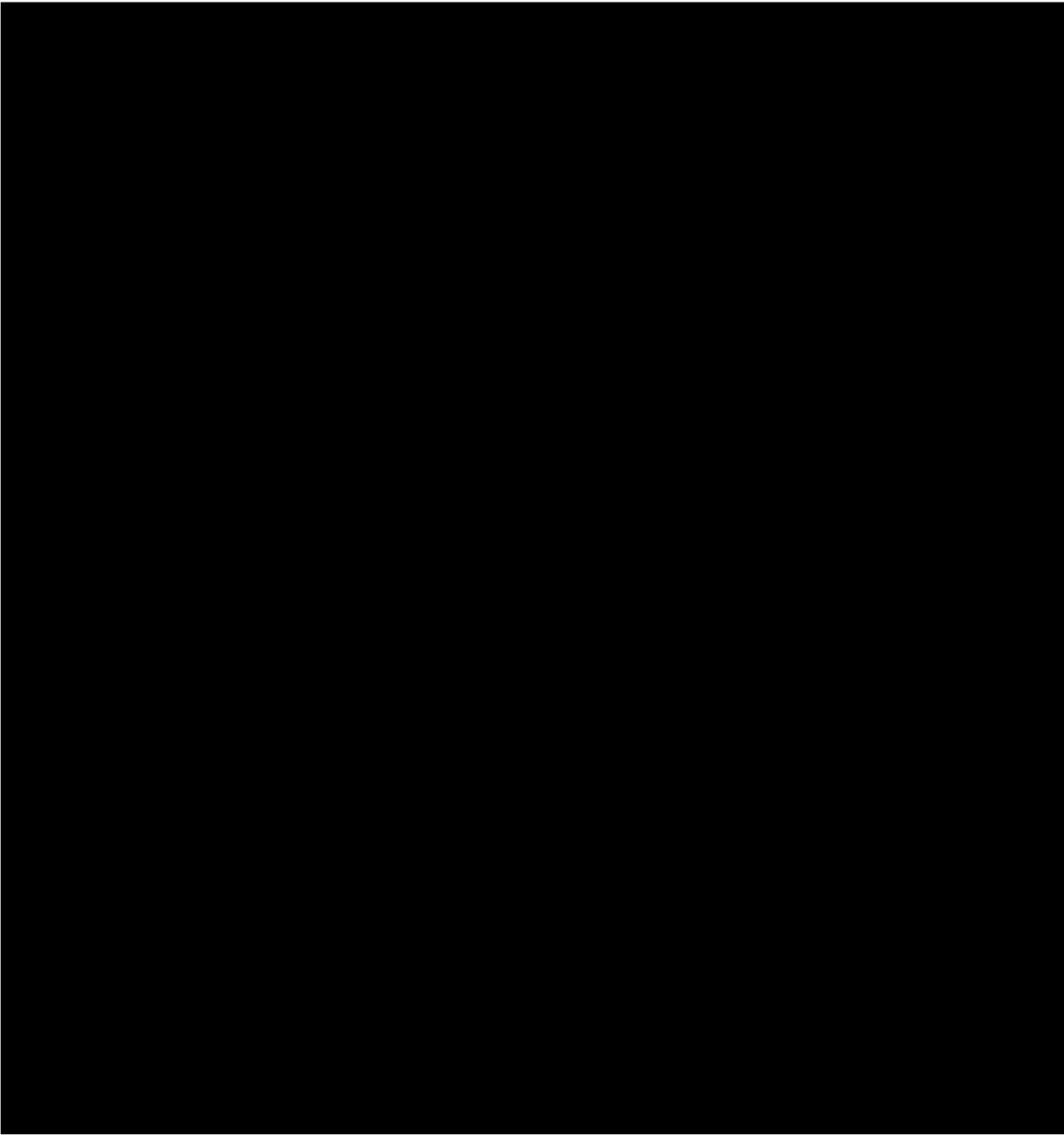
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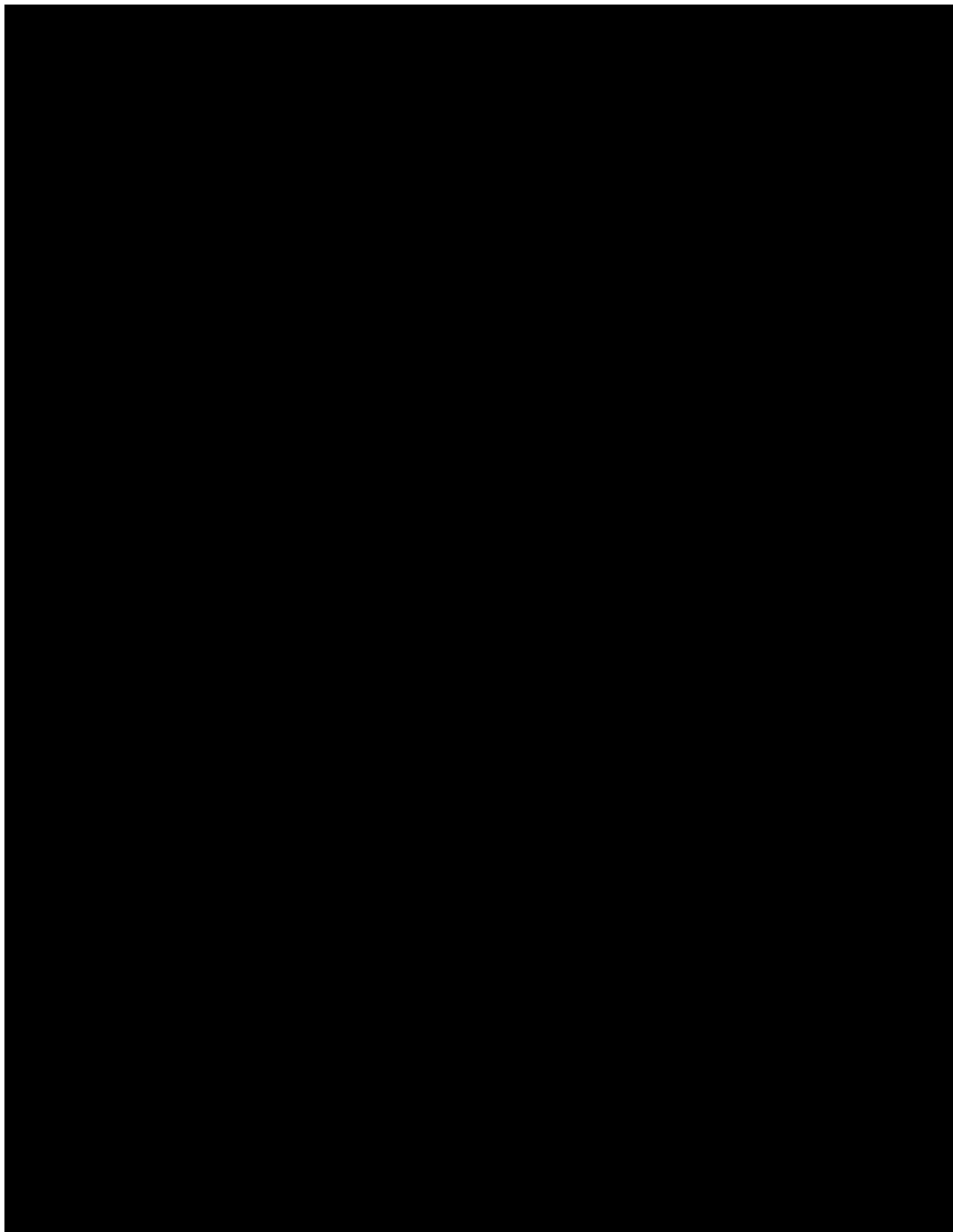


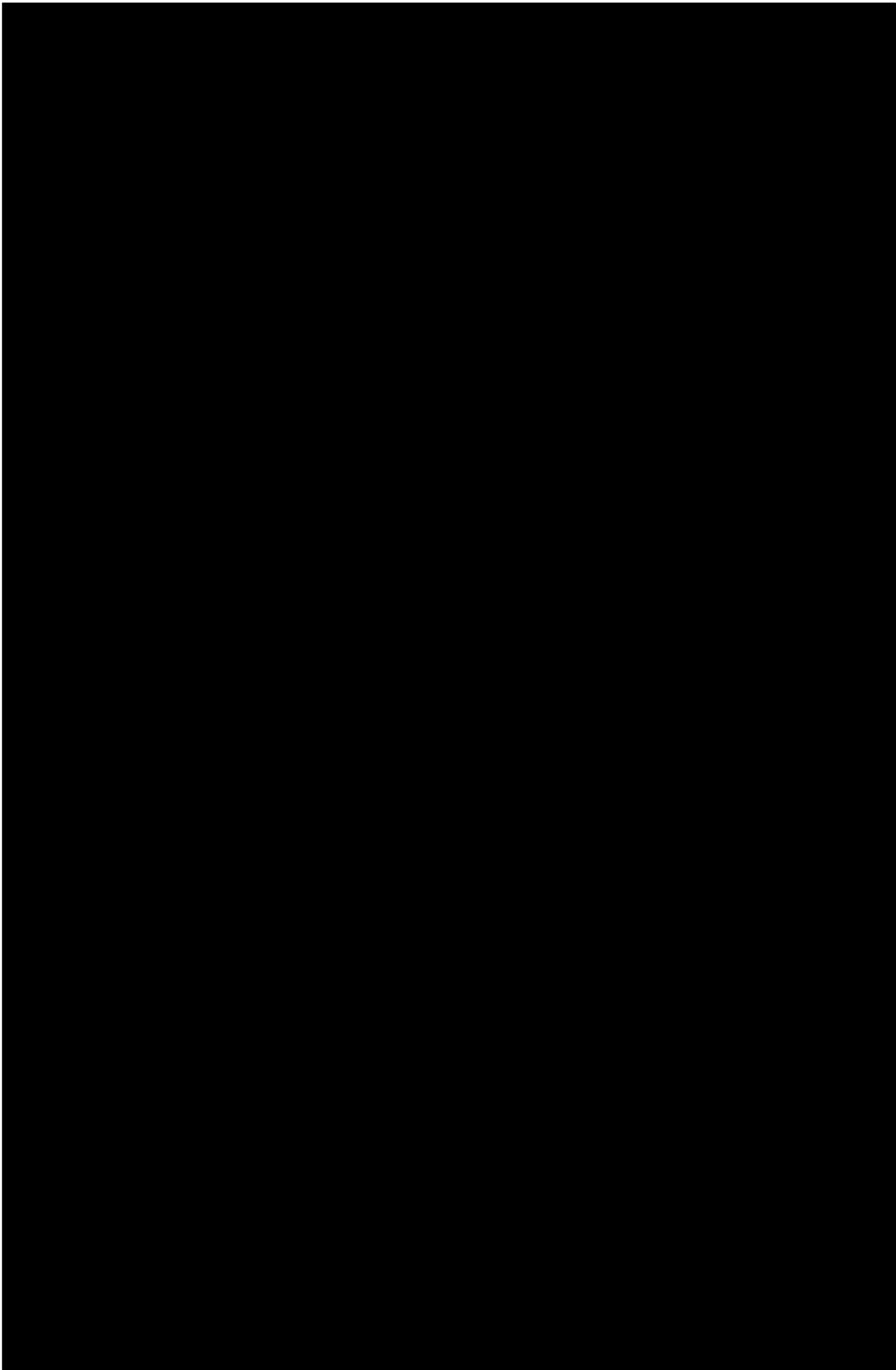


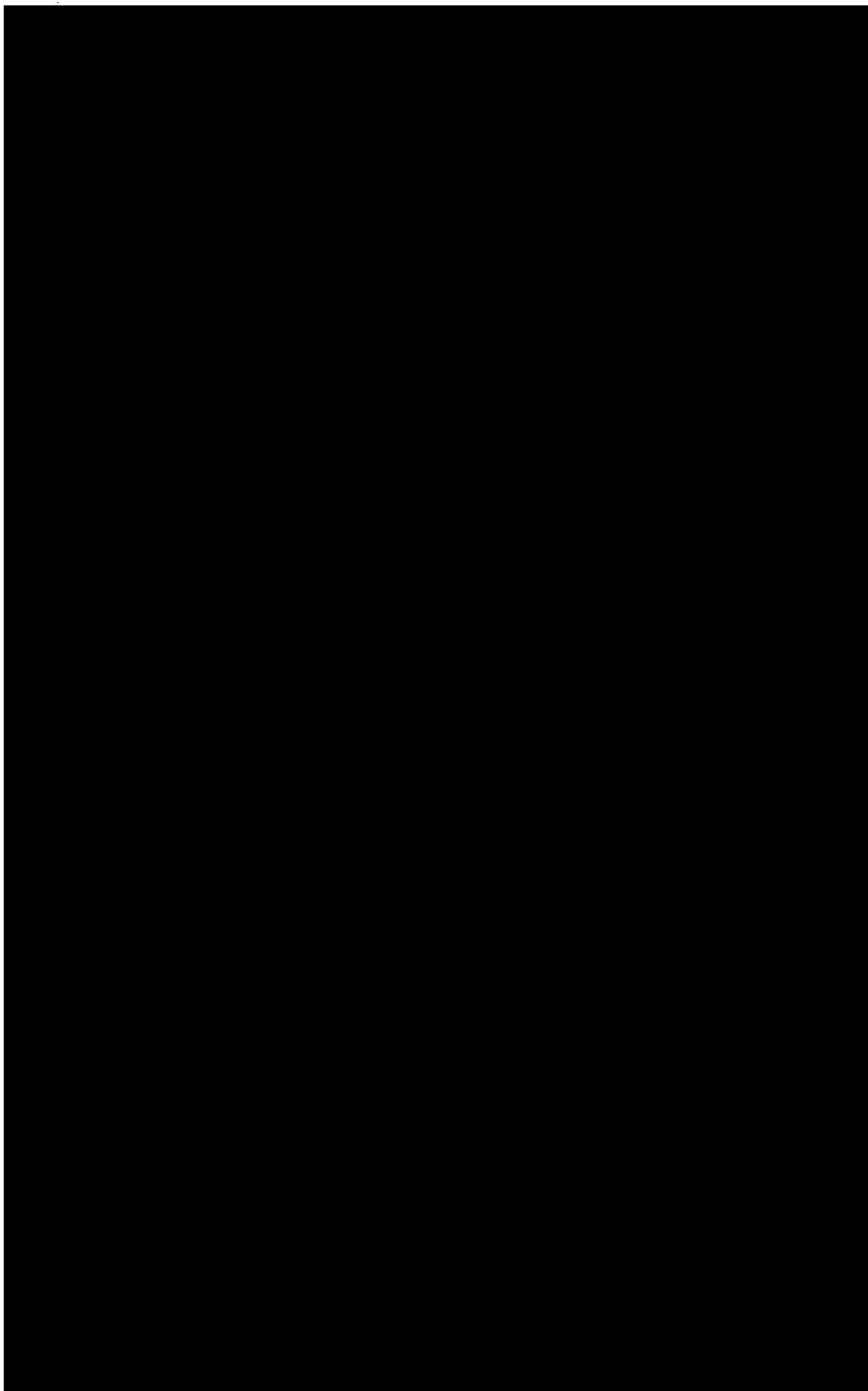
**SCHEDULE A17A**

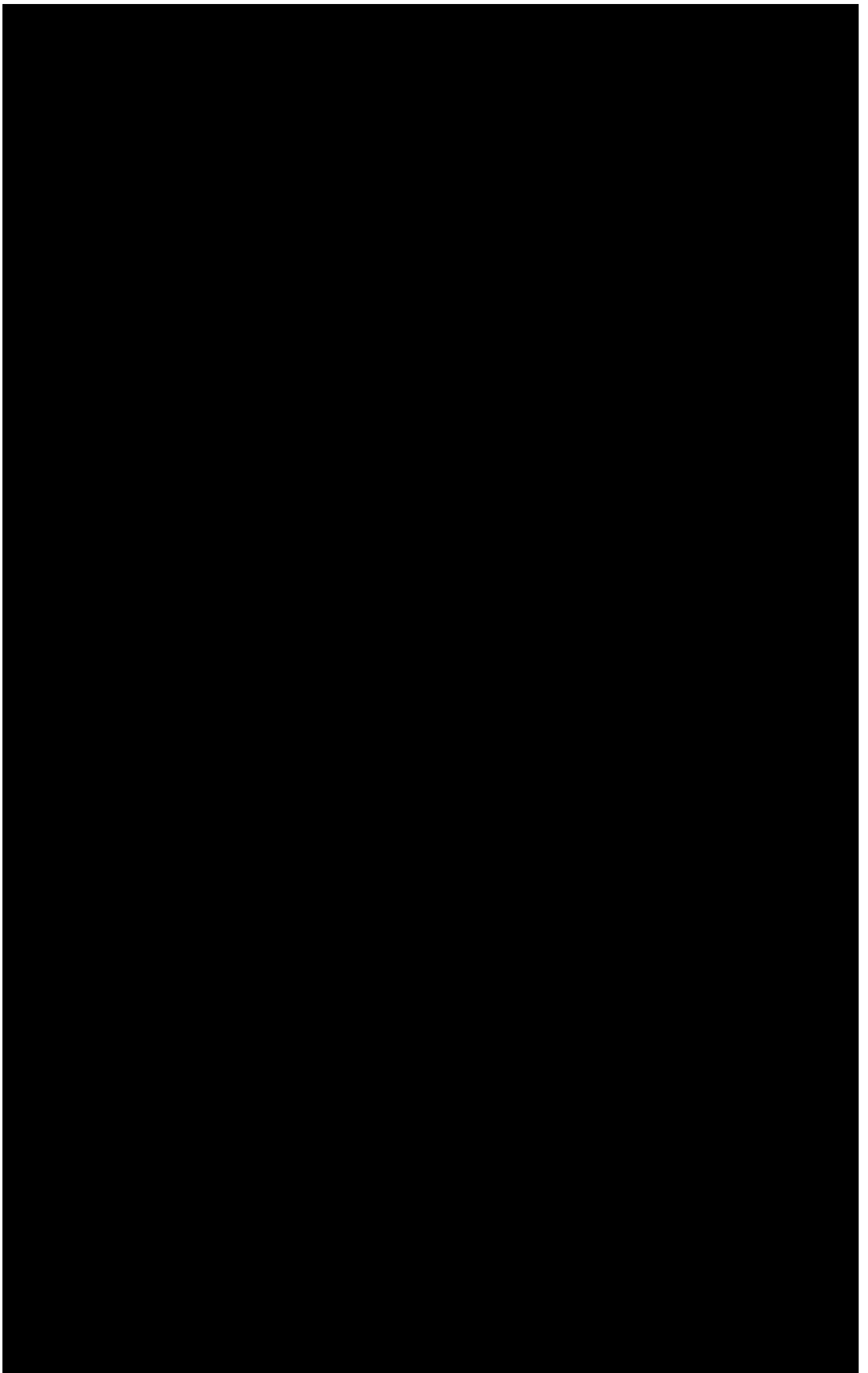
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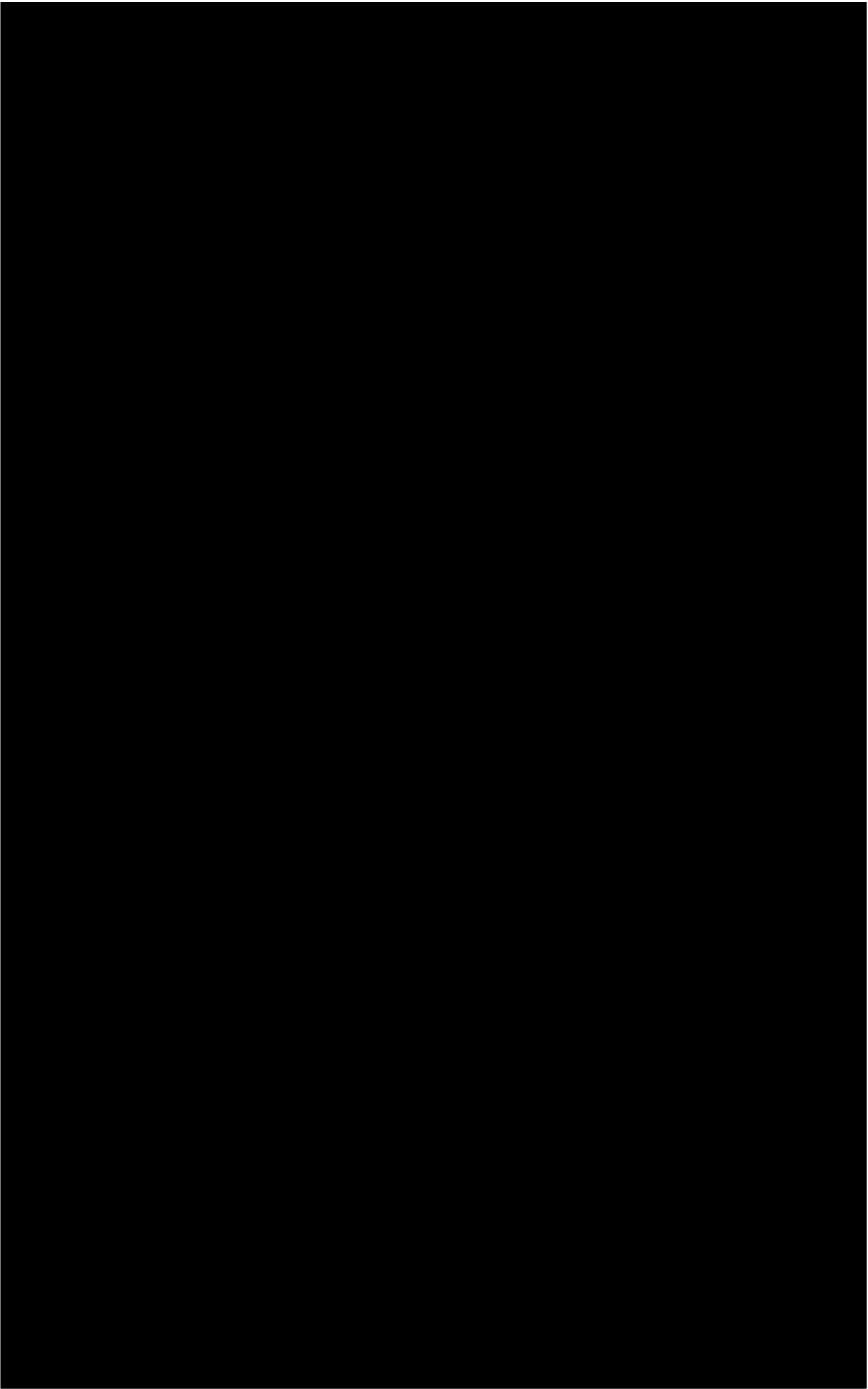
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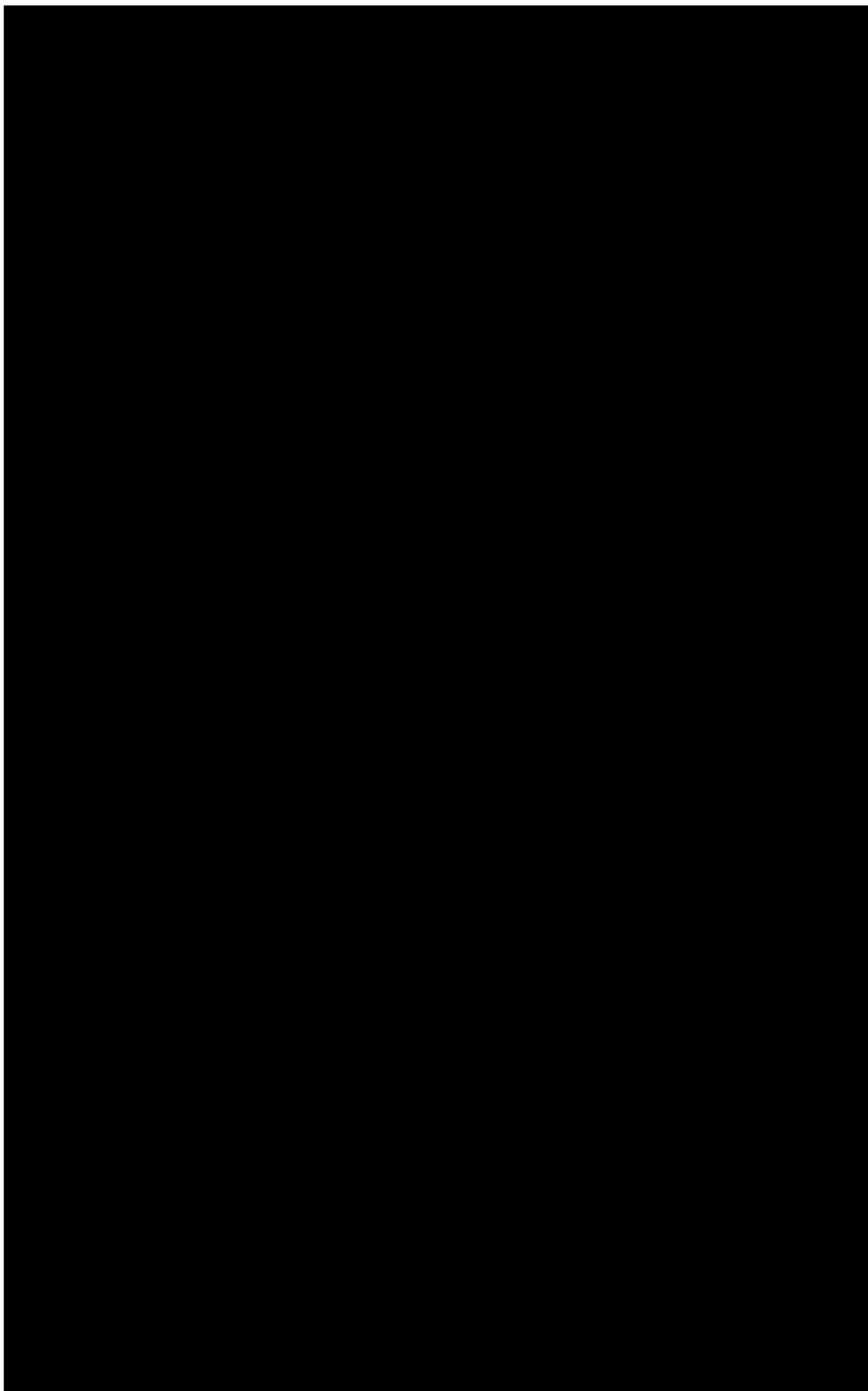


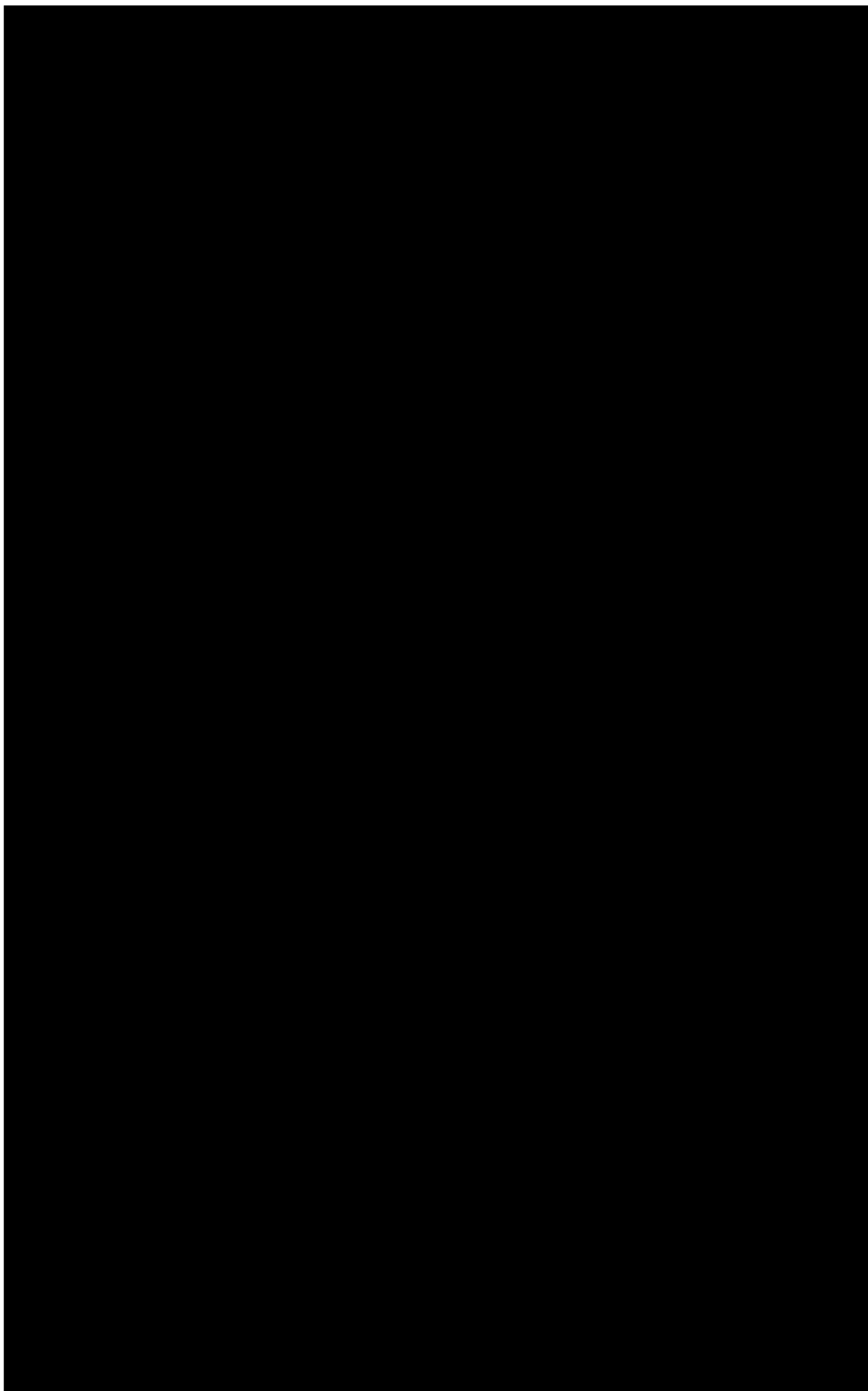




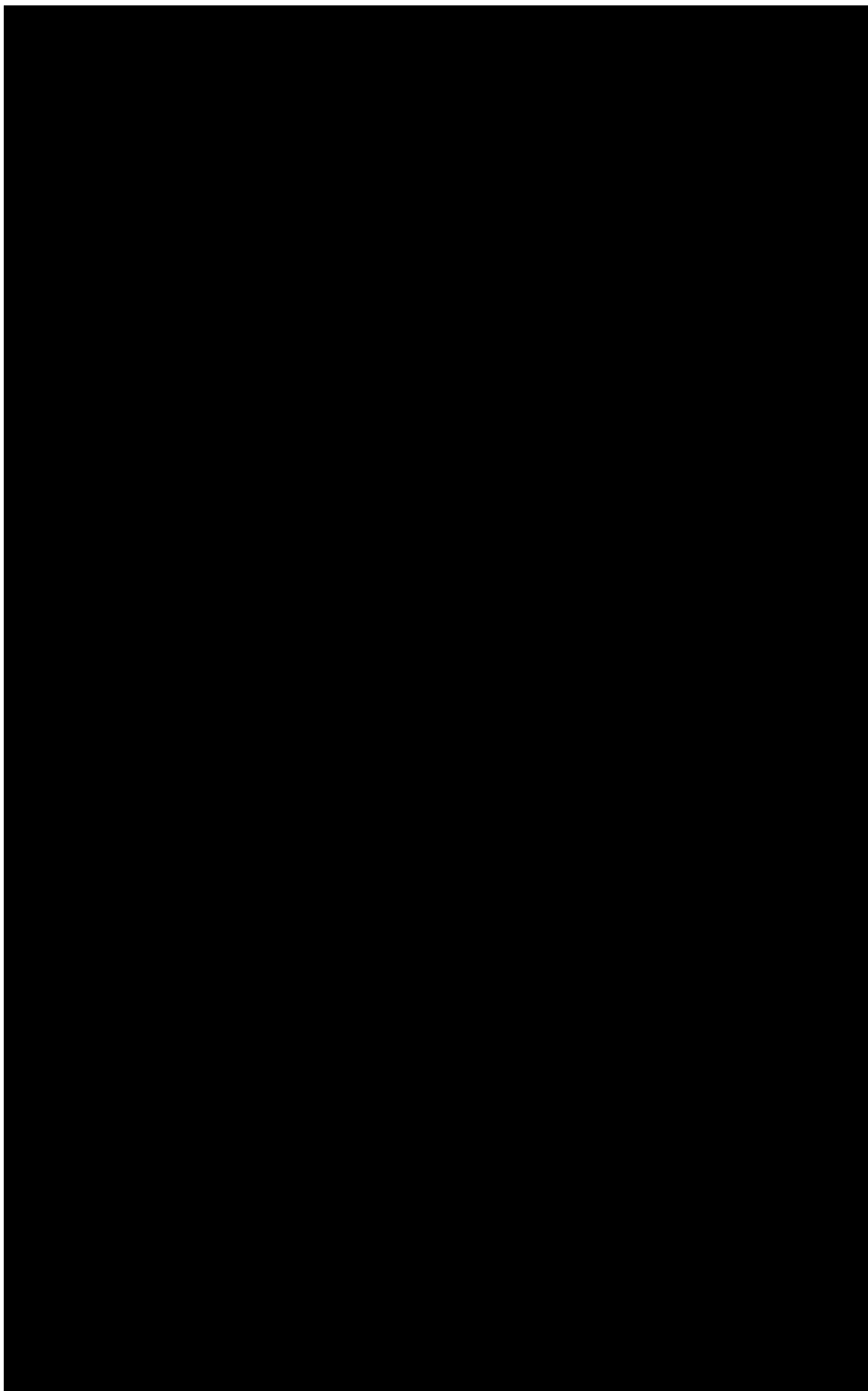


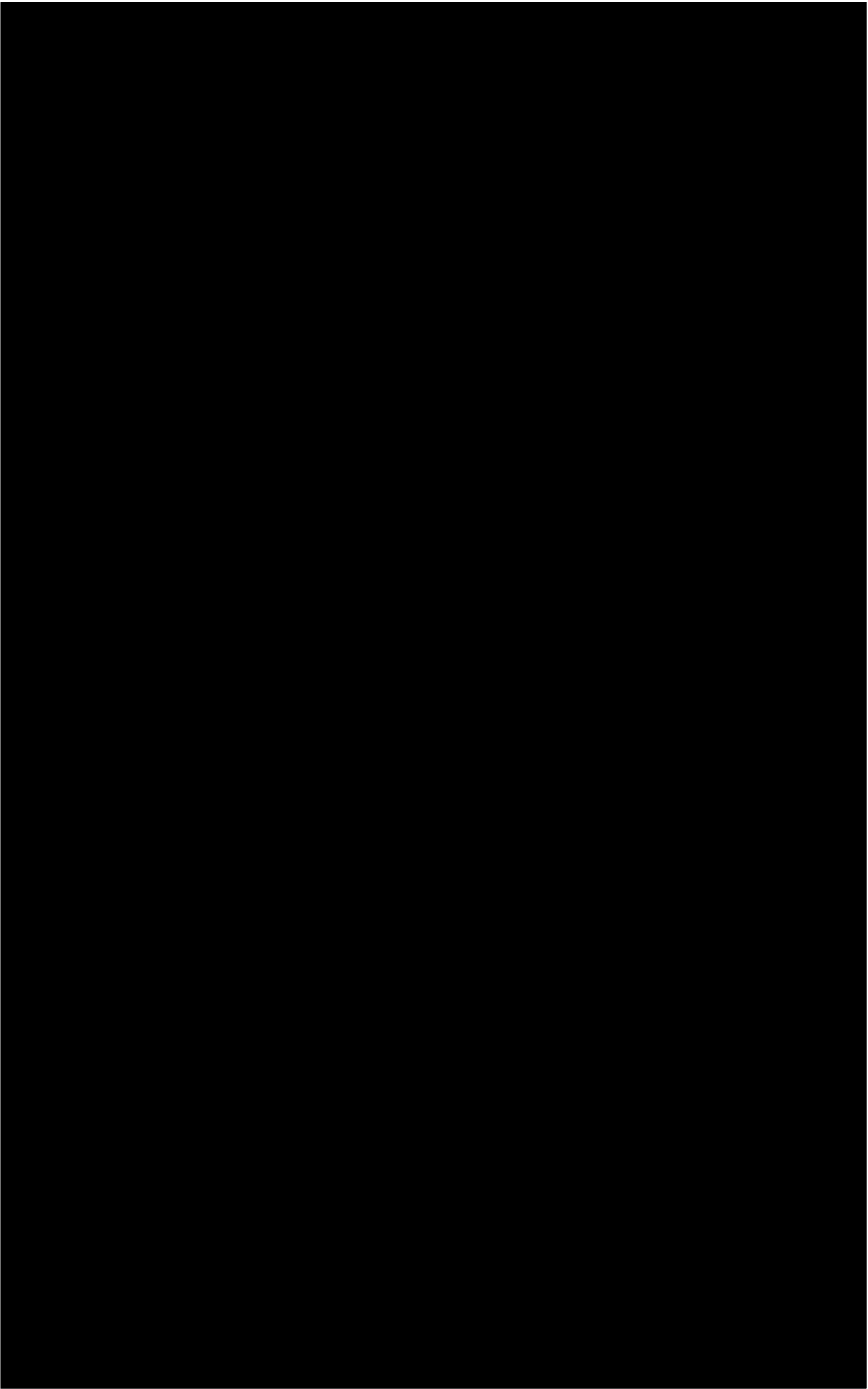






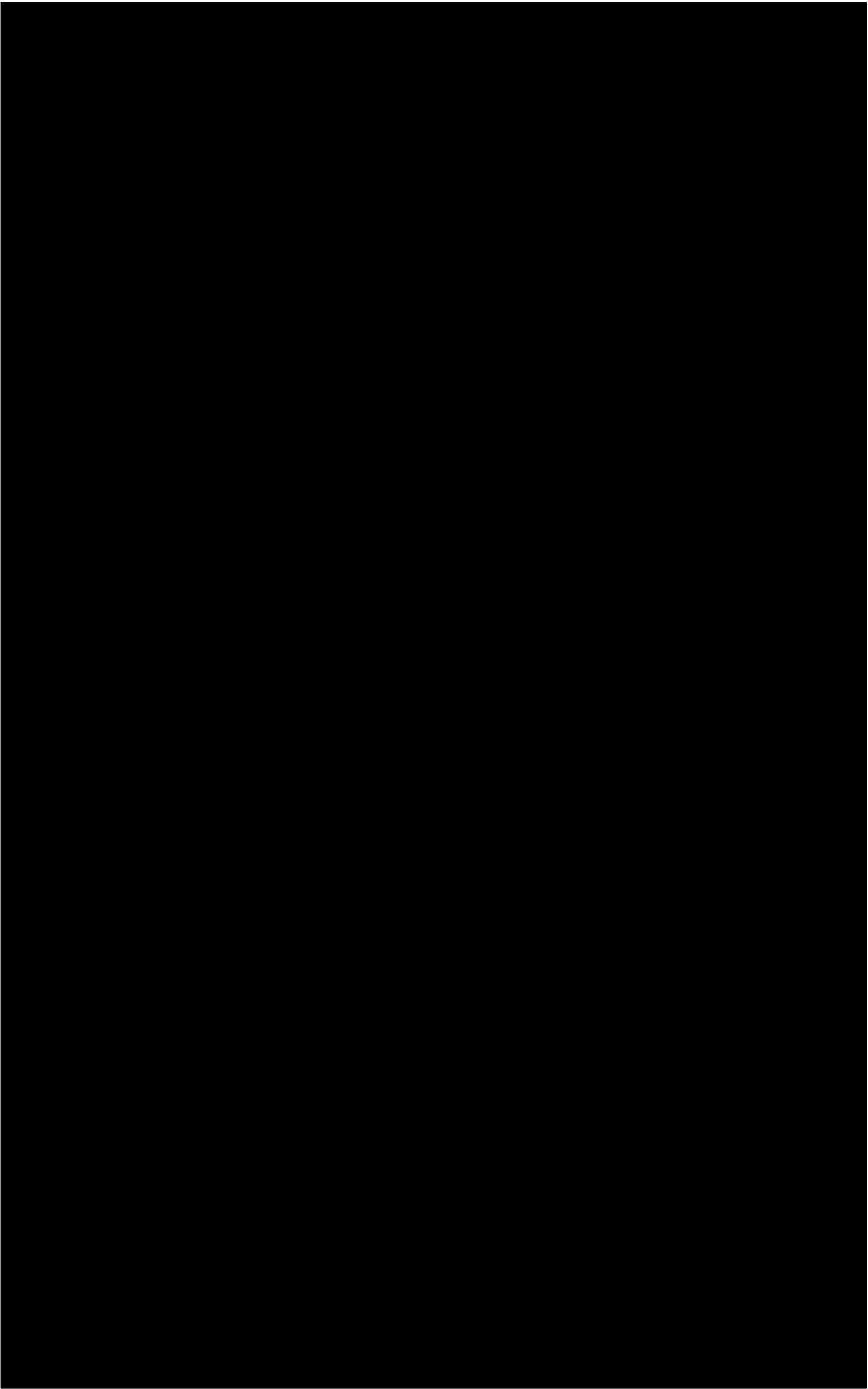






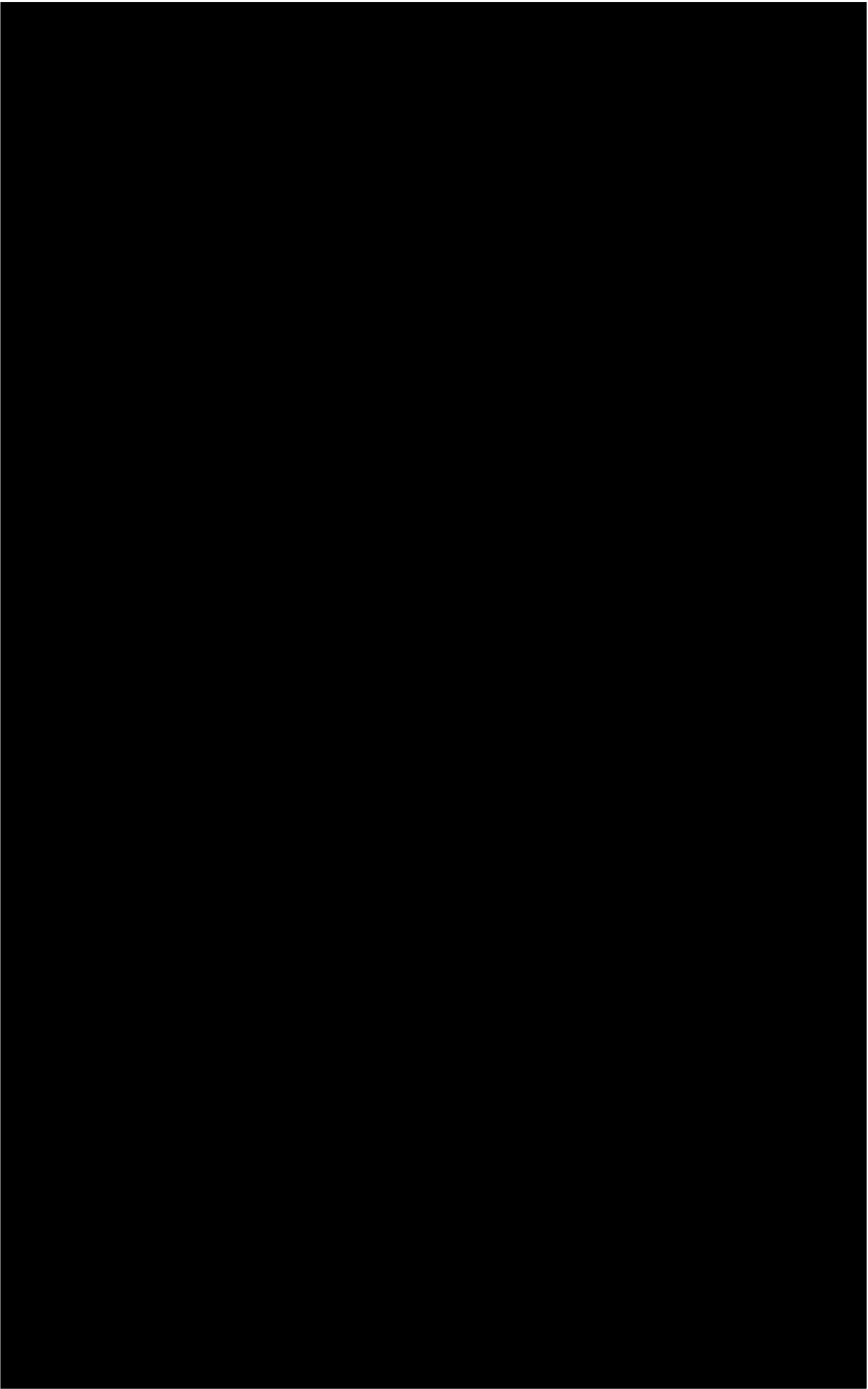
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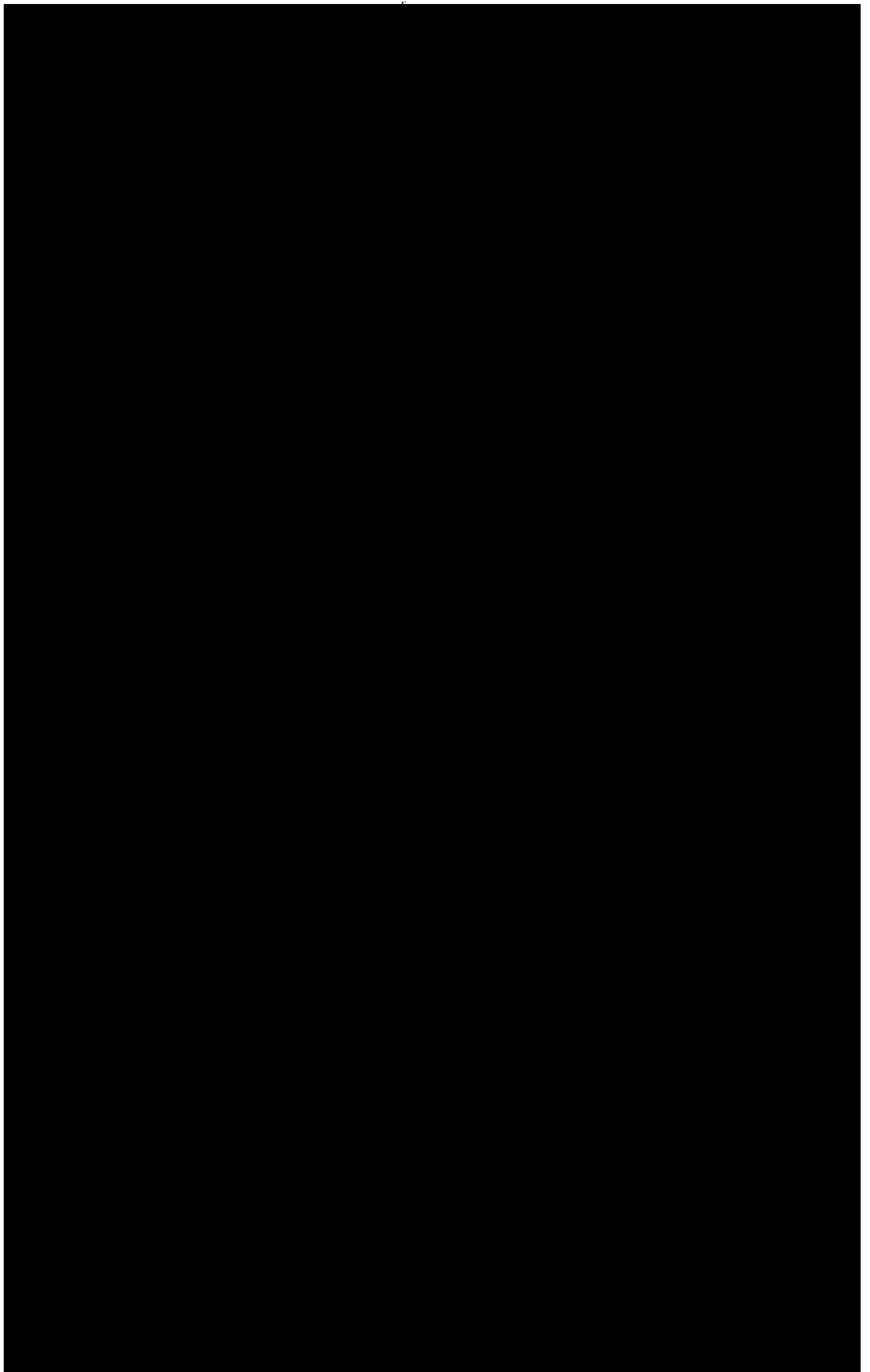
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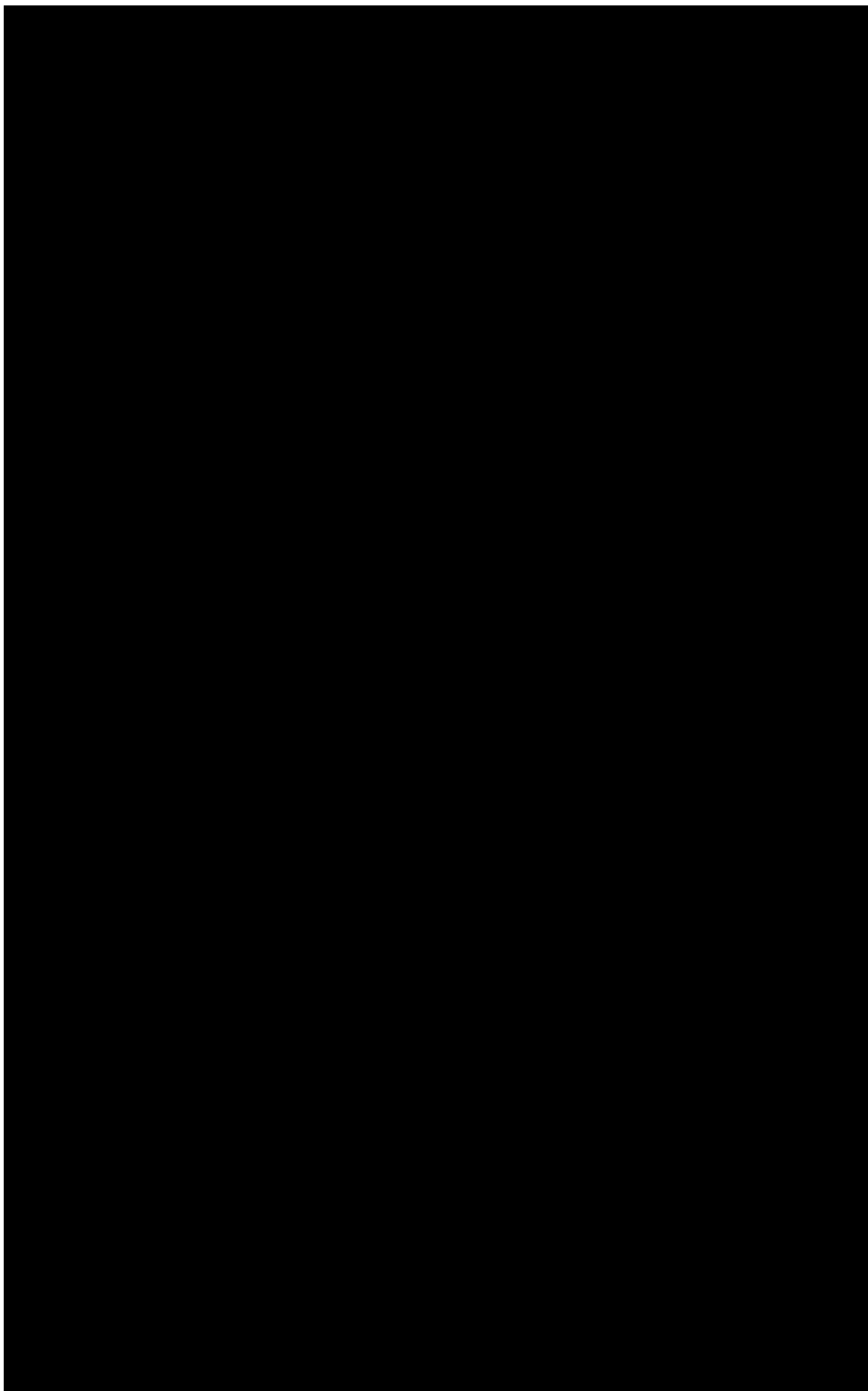
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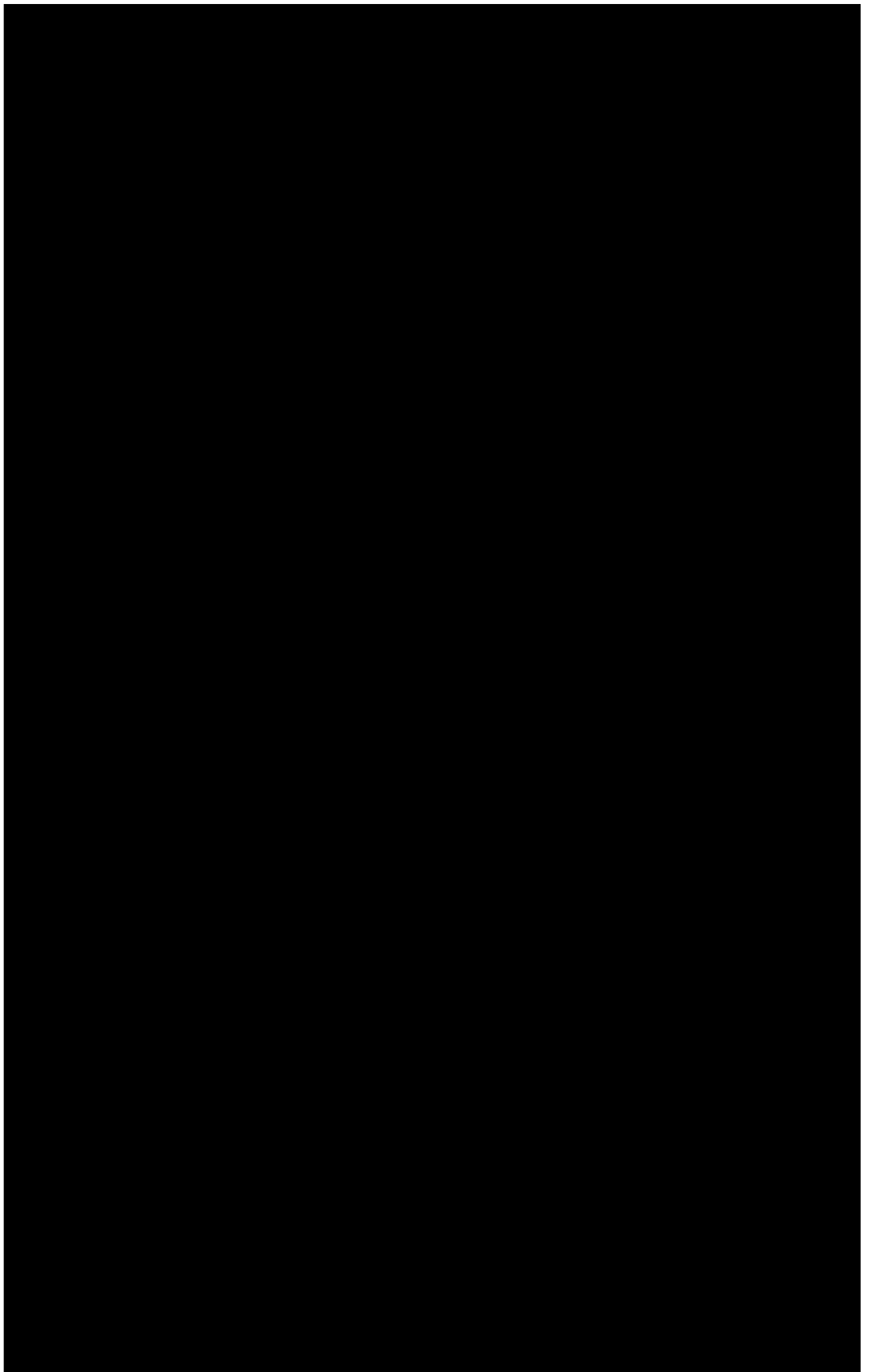


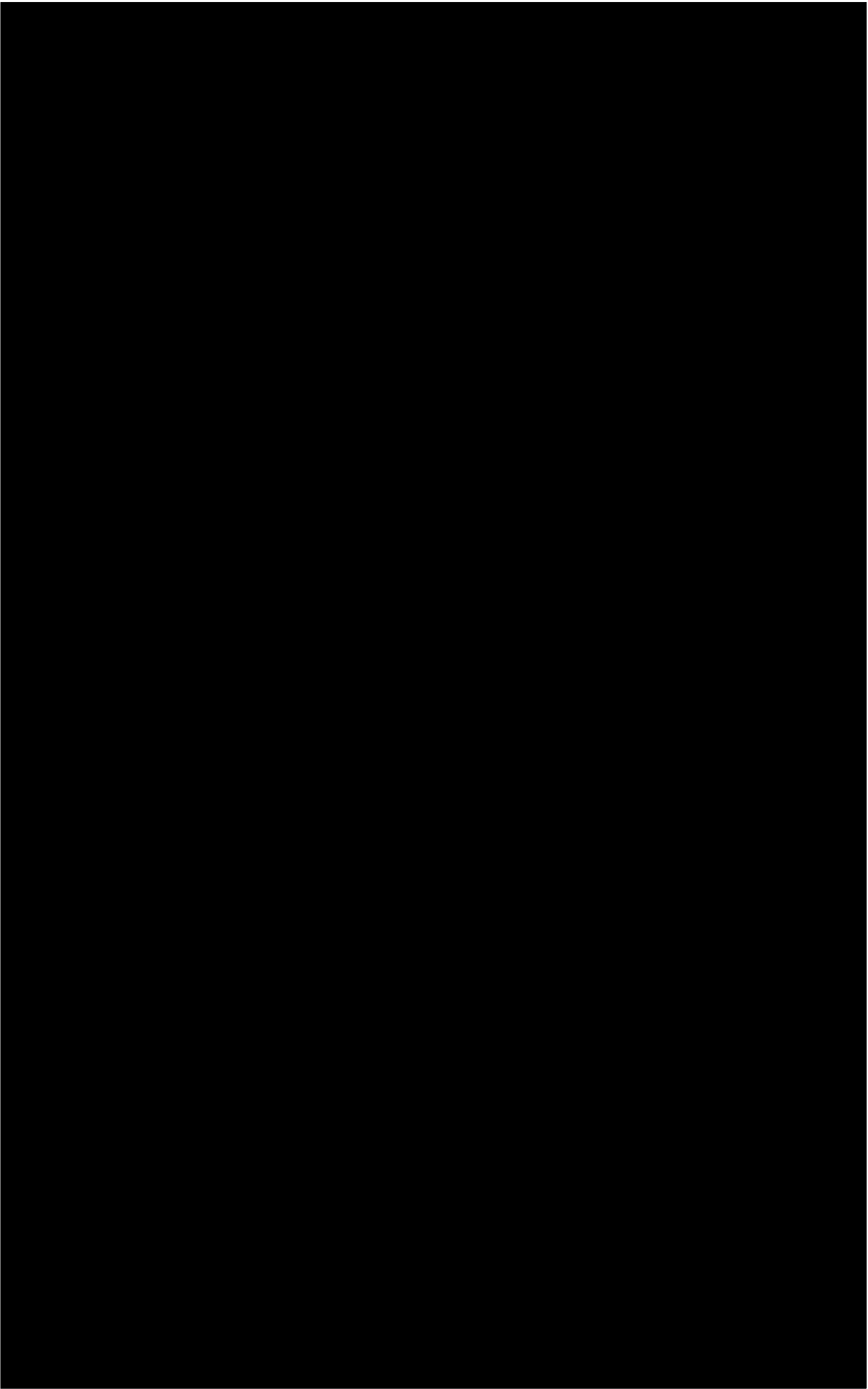
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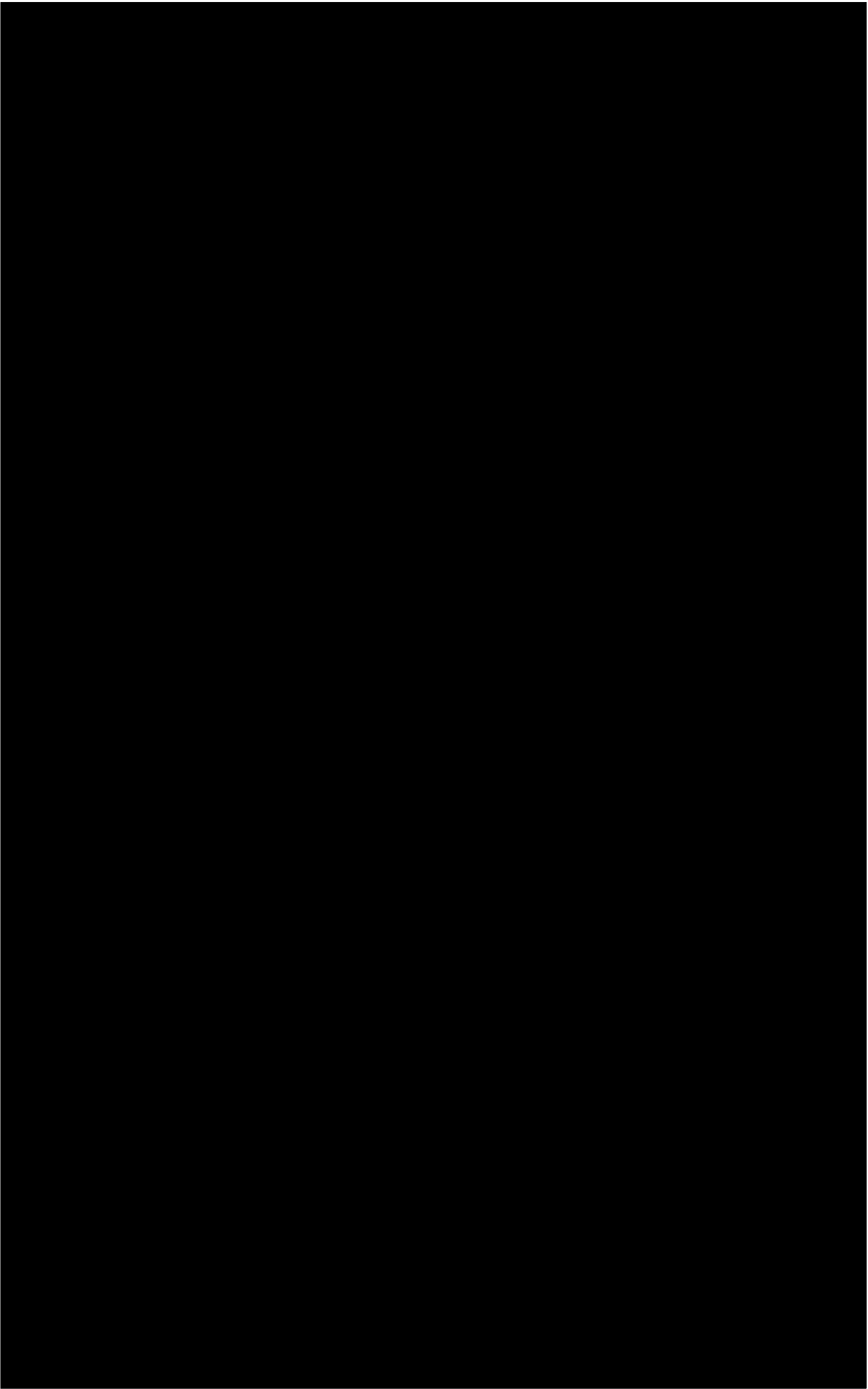






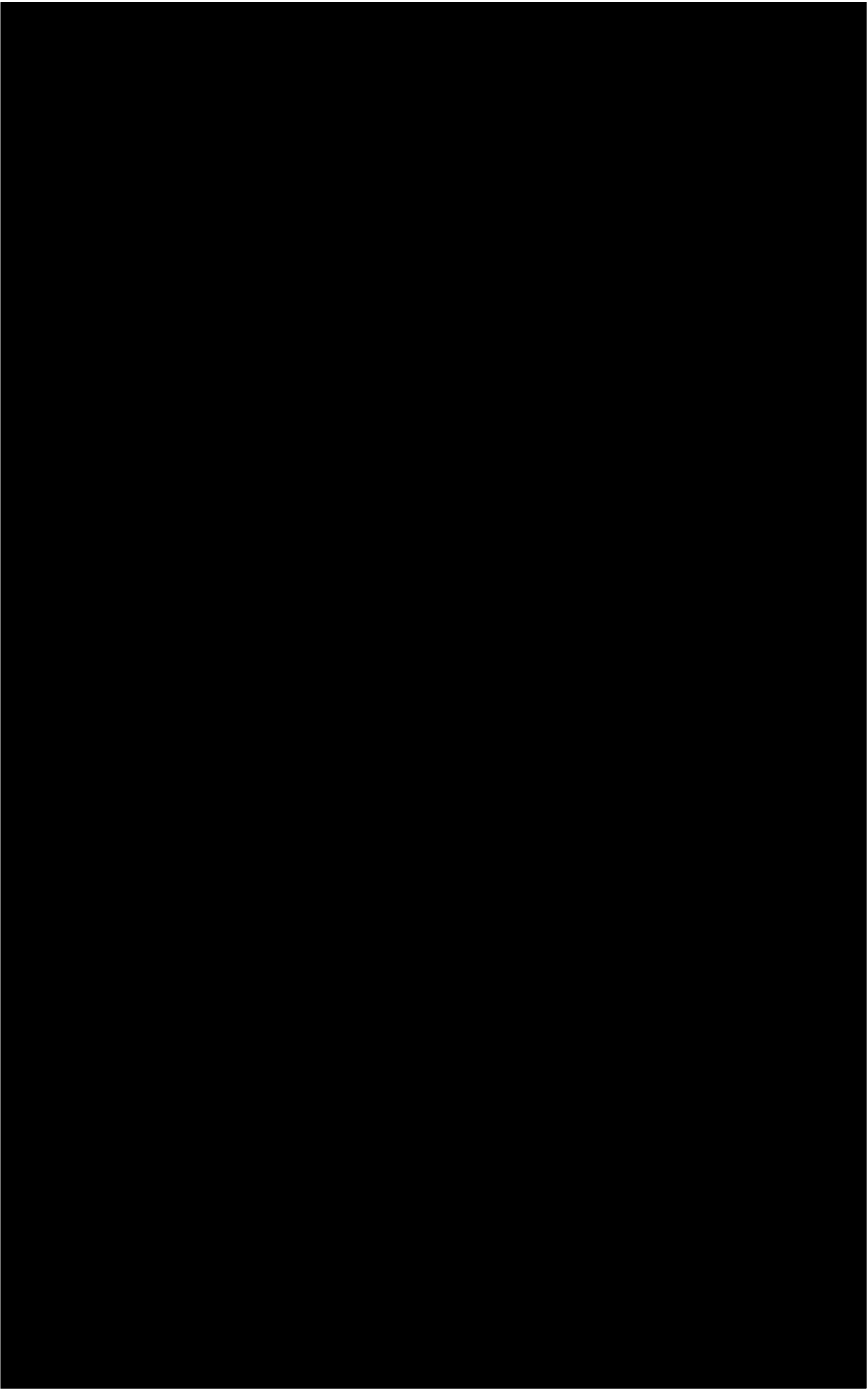






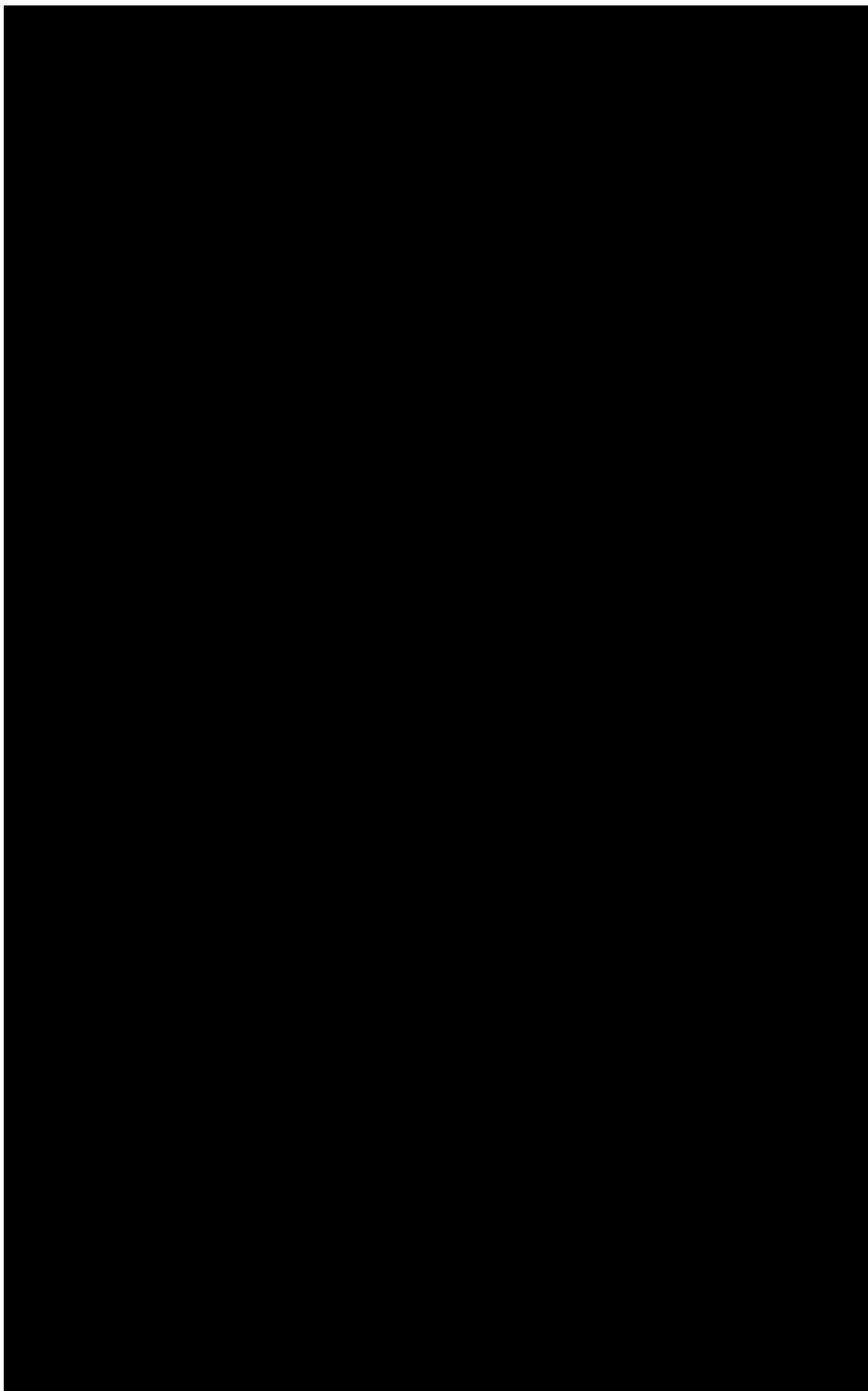
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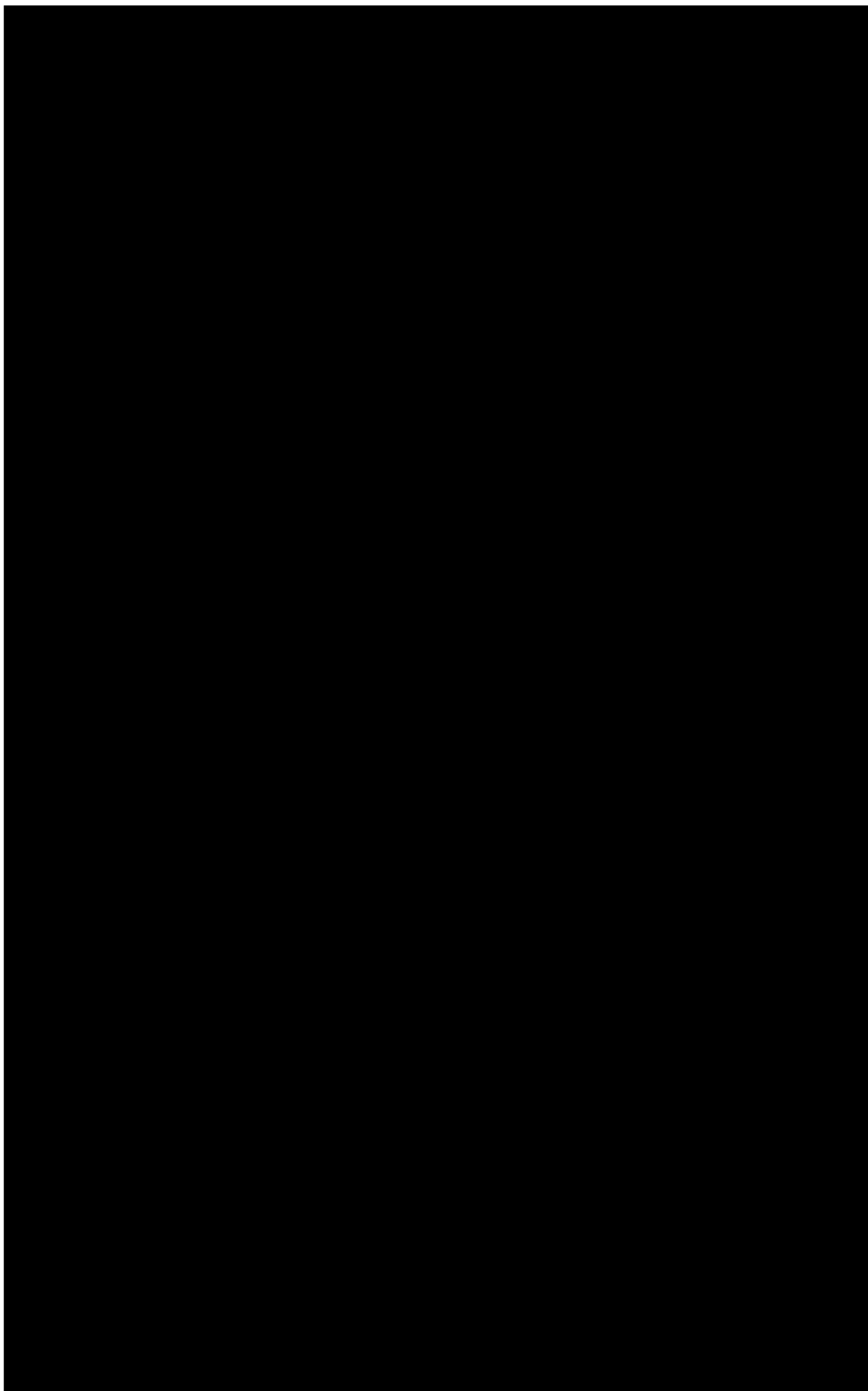
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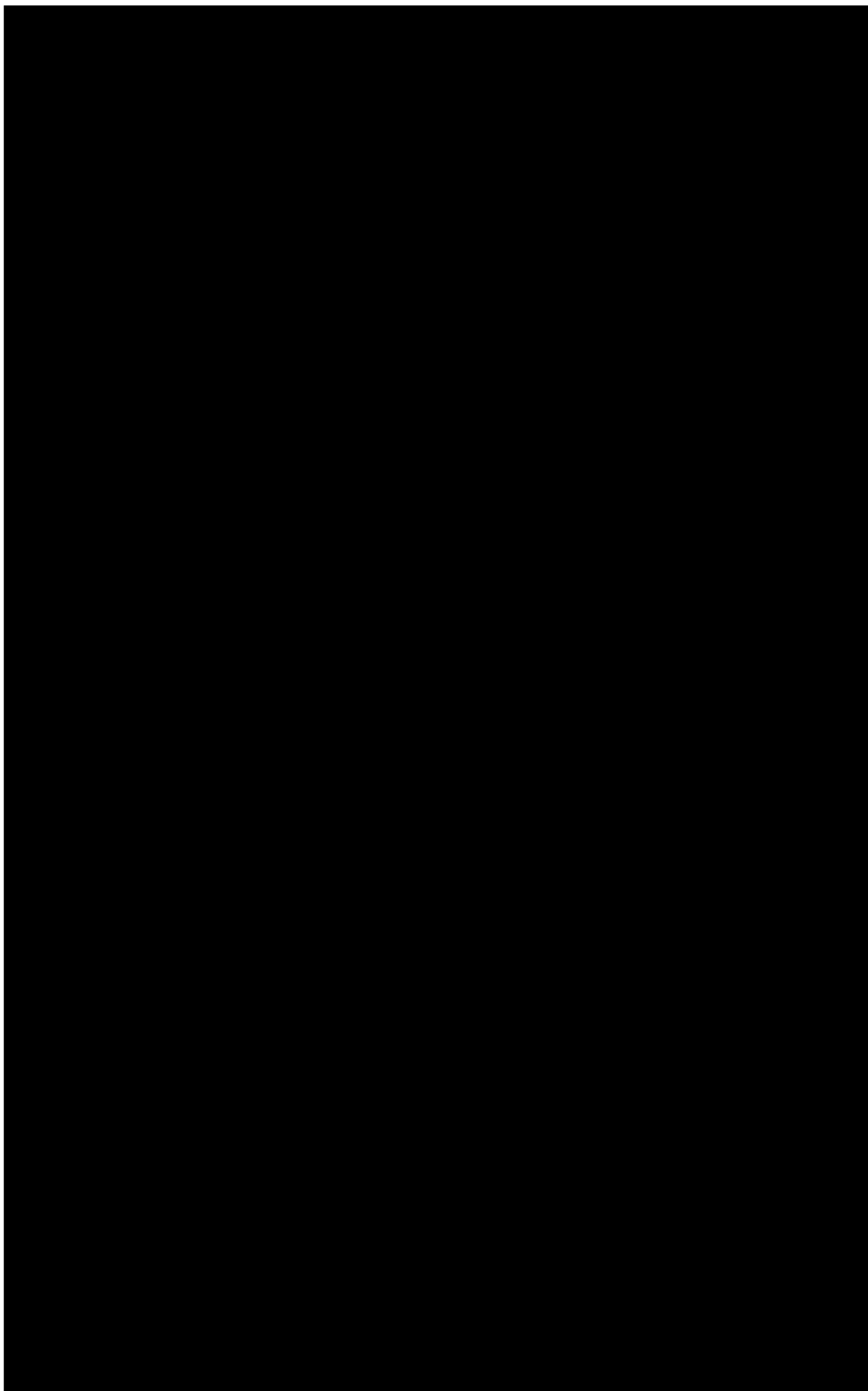


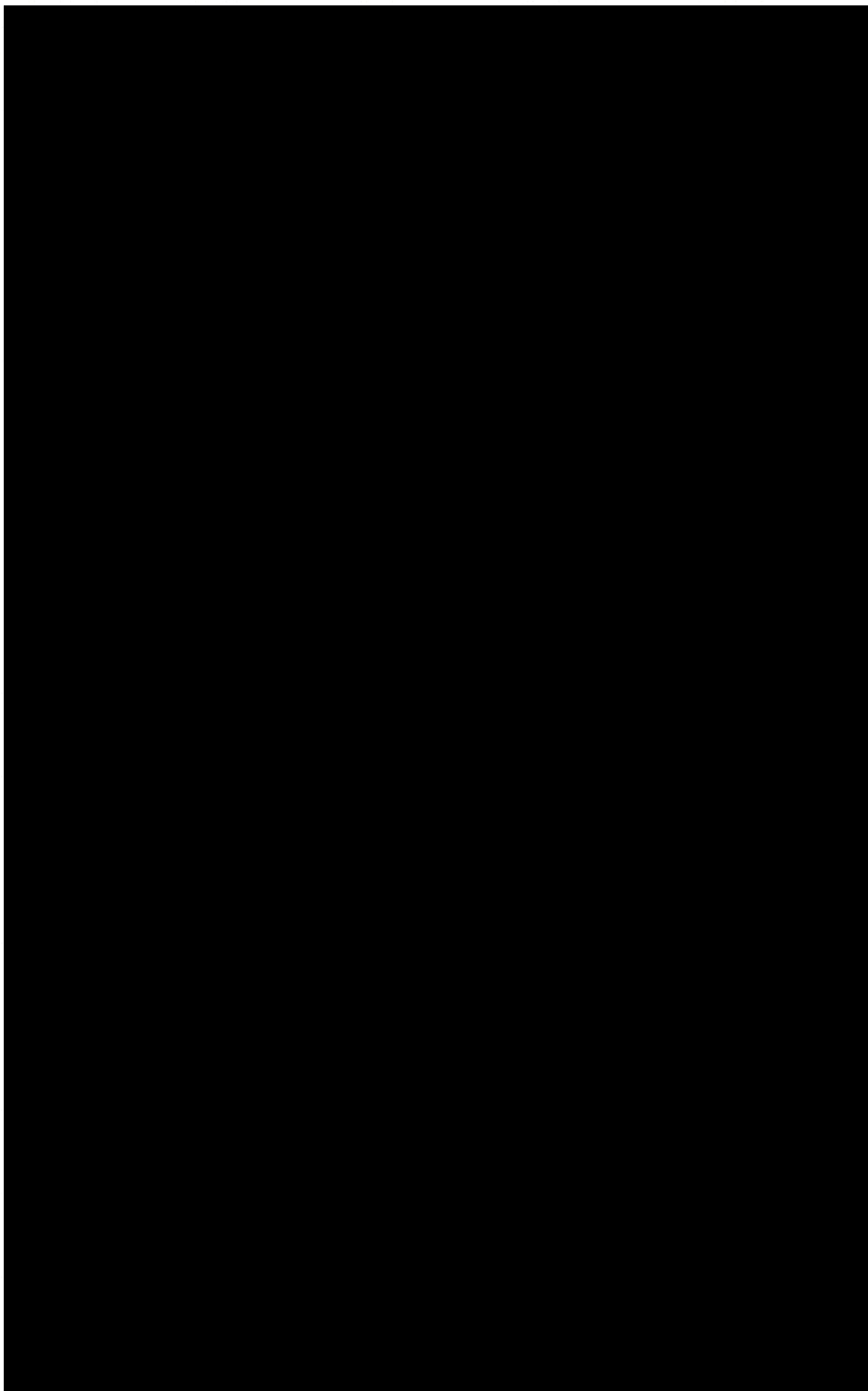
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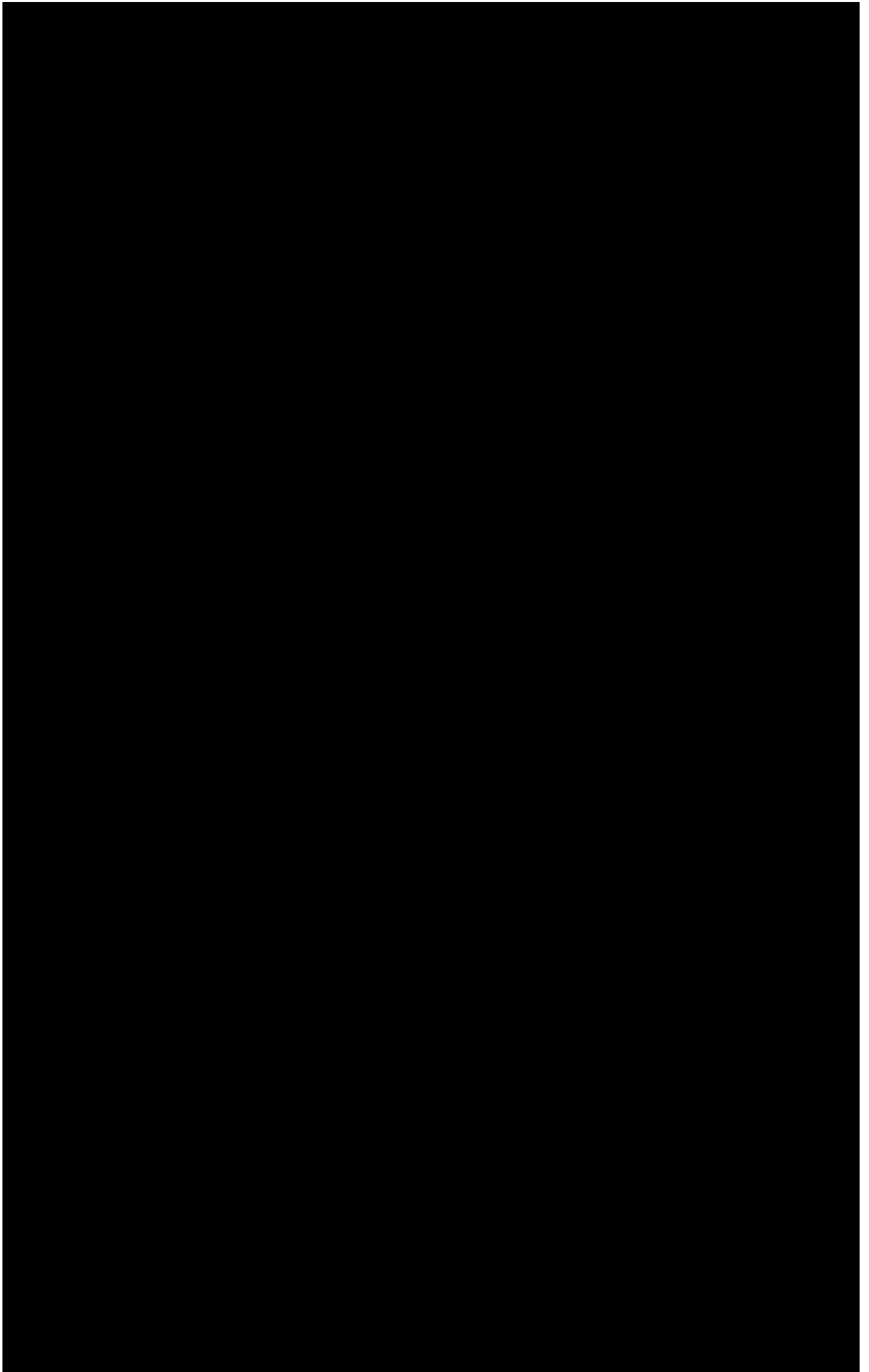
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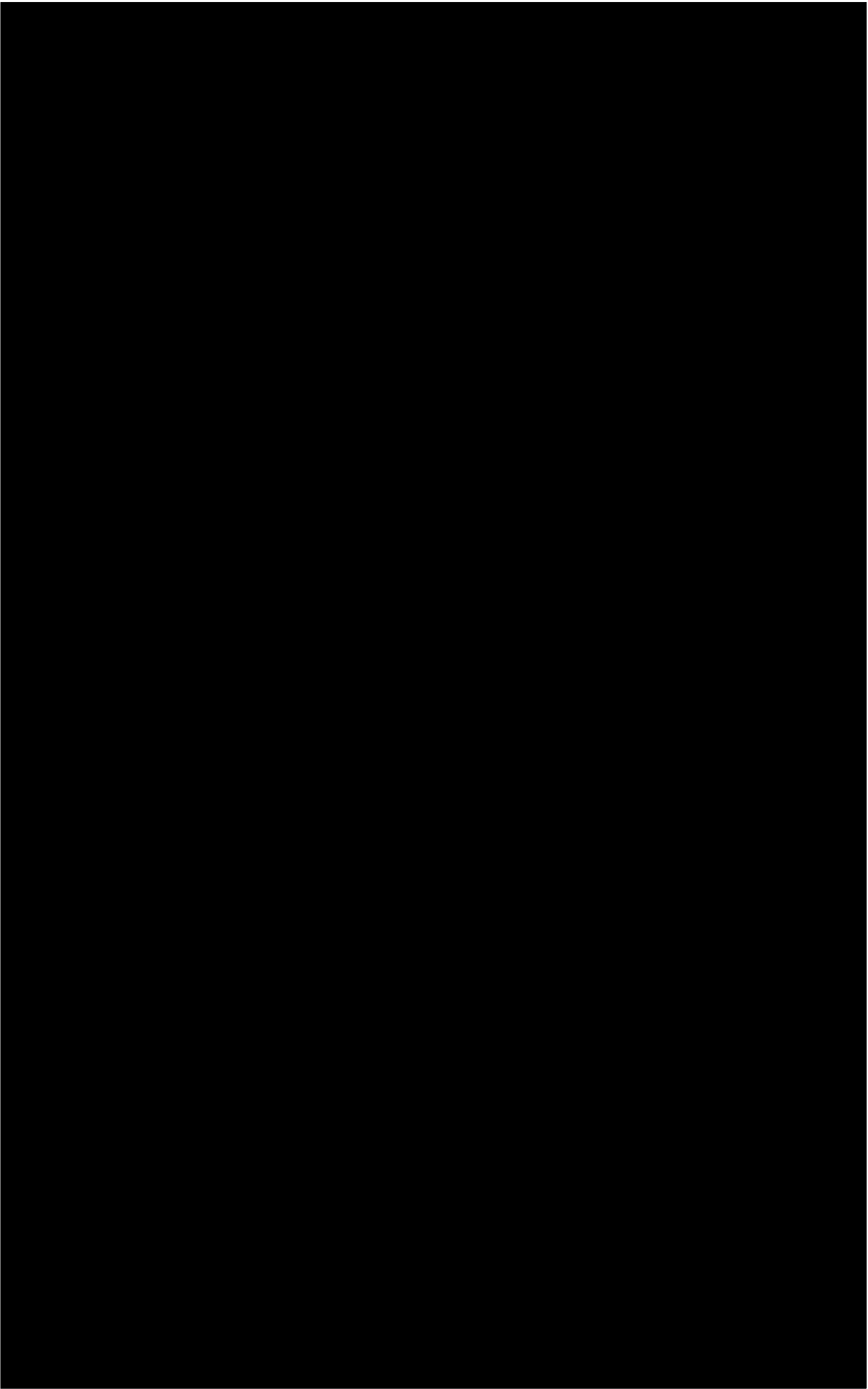








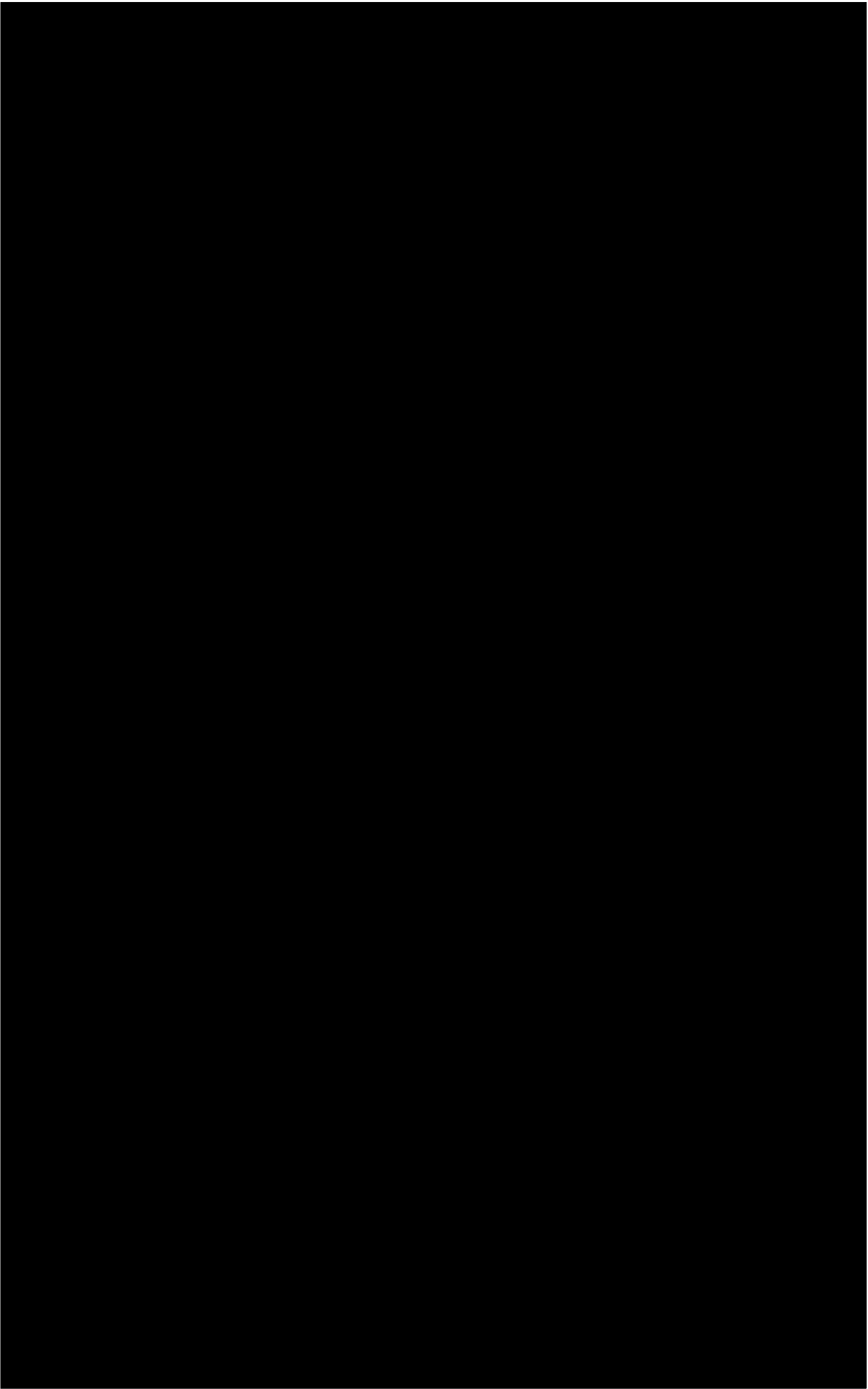


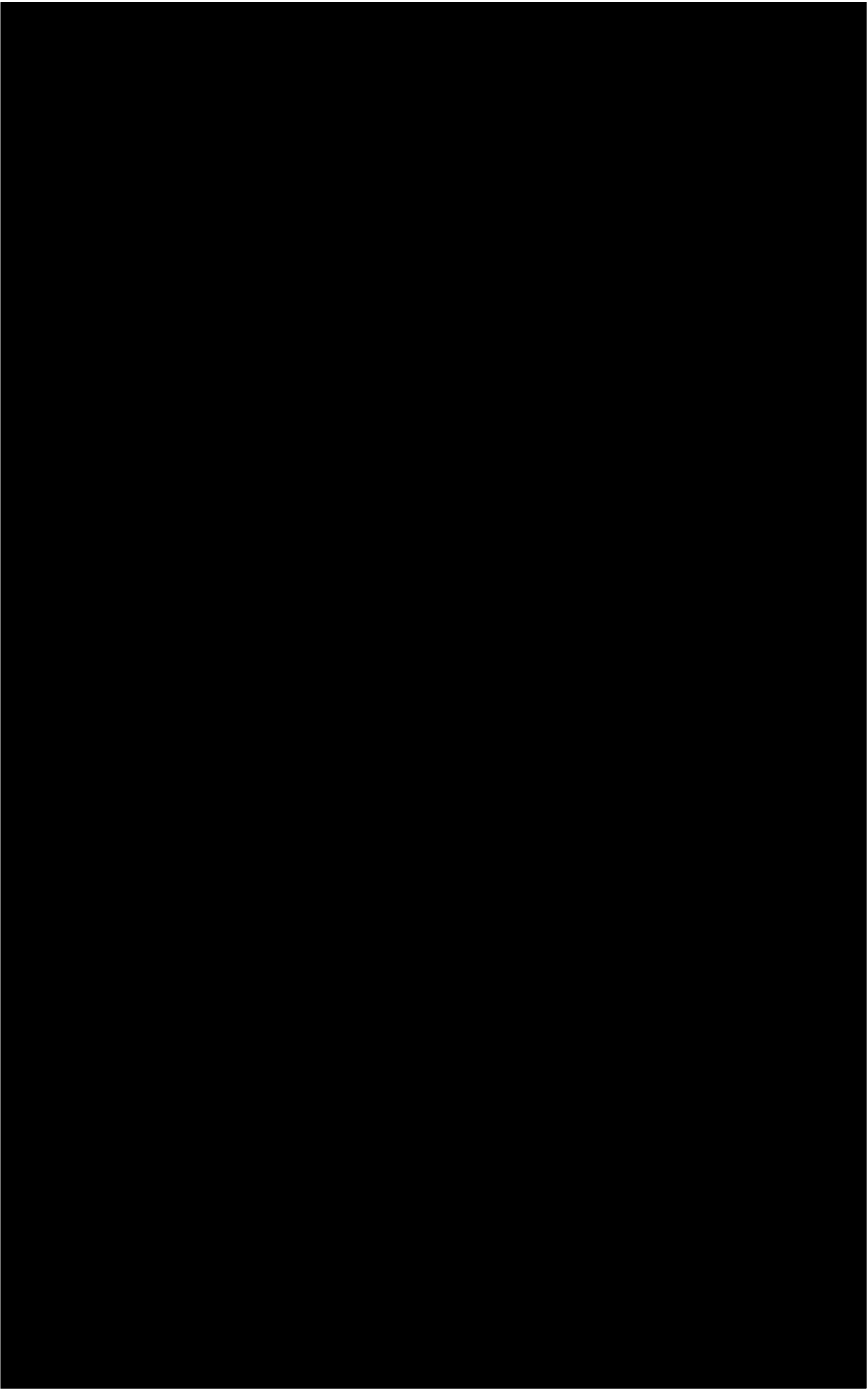


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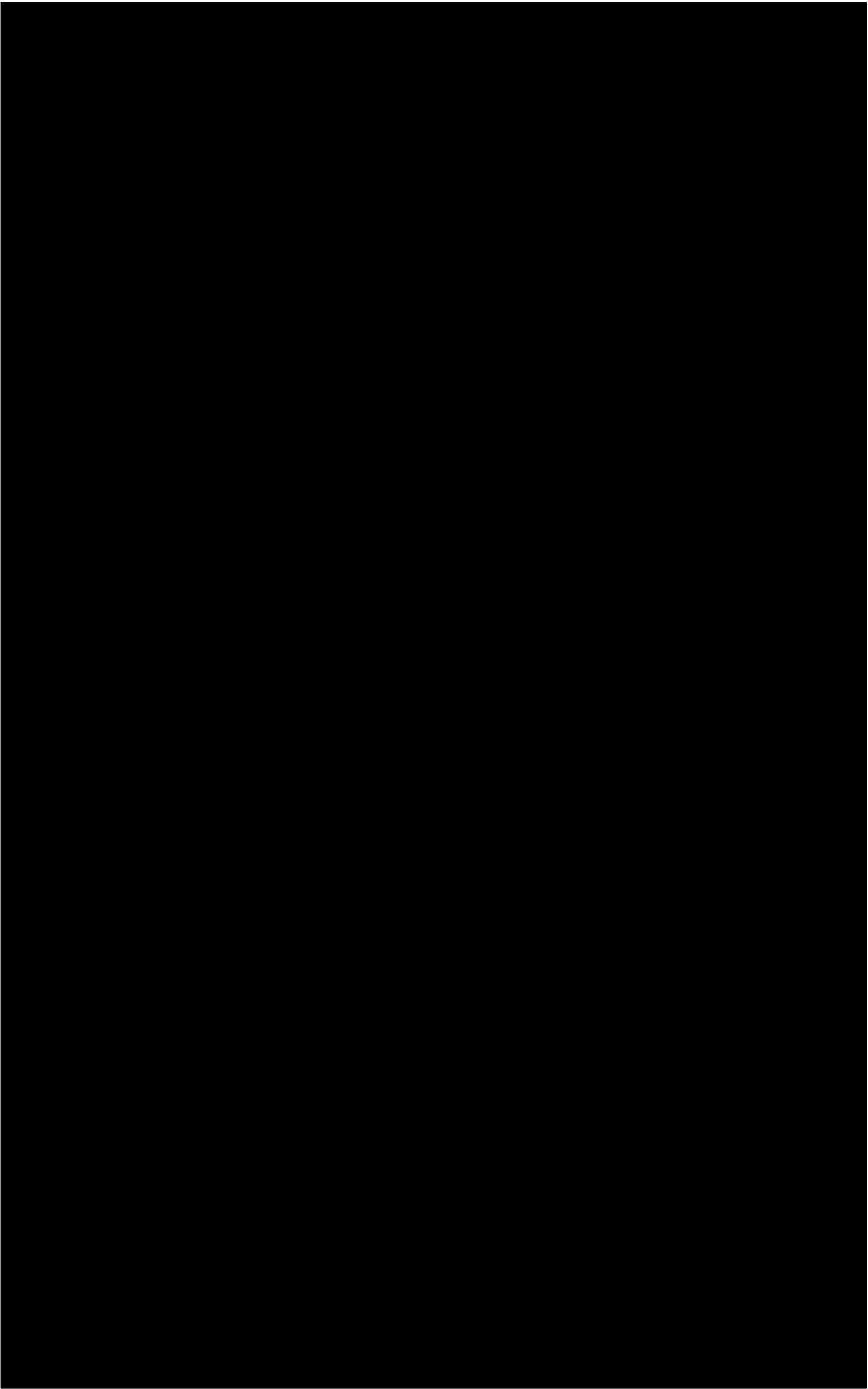






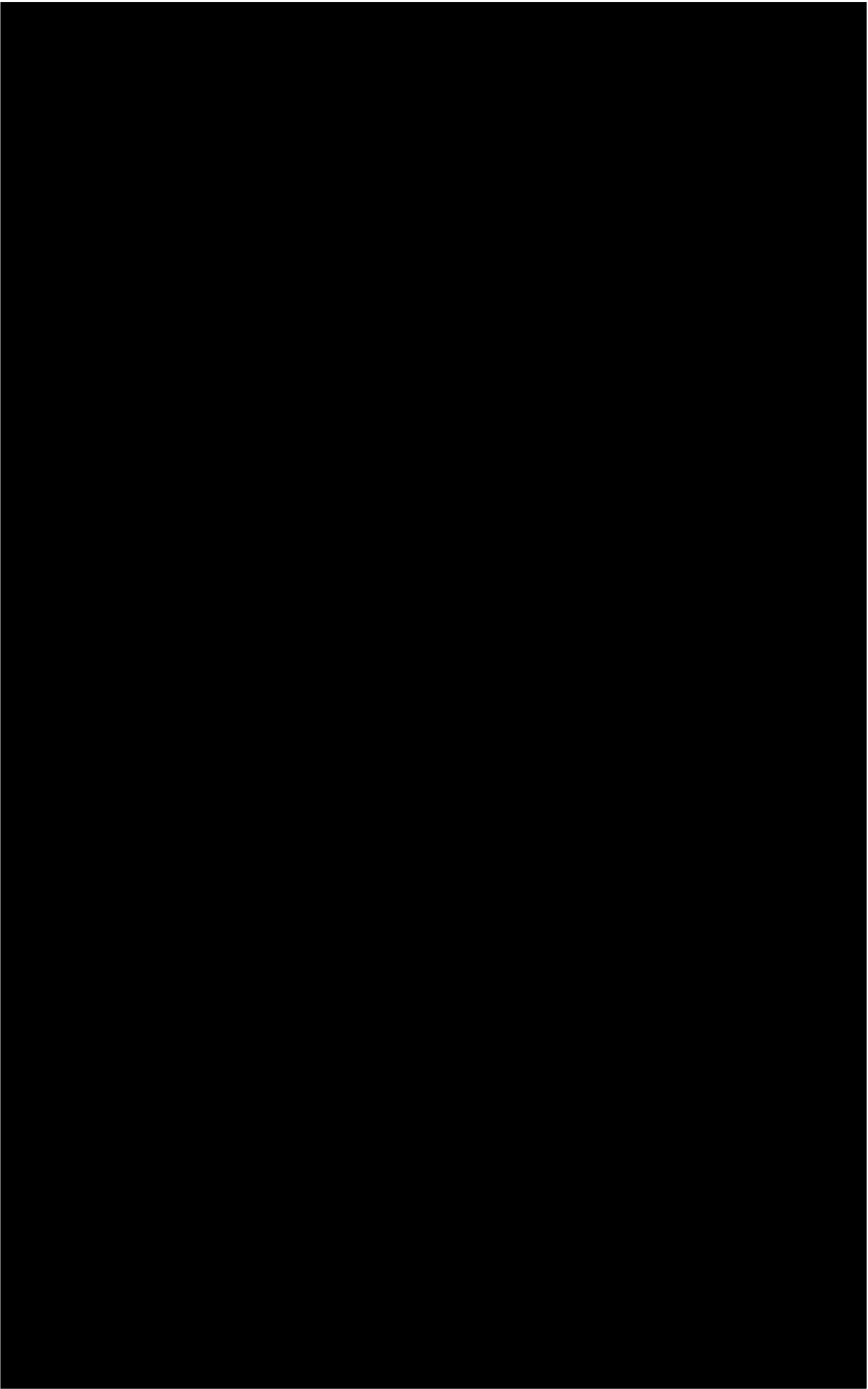
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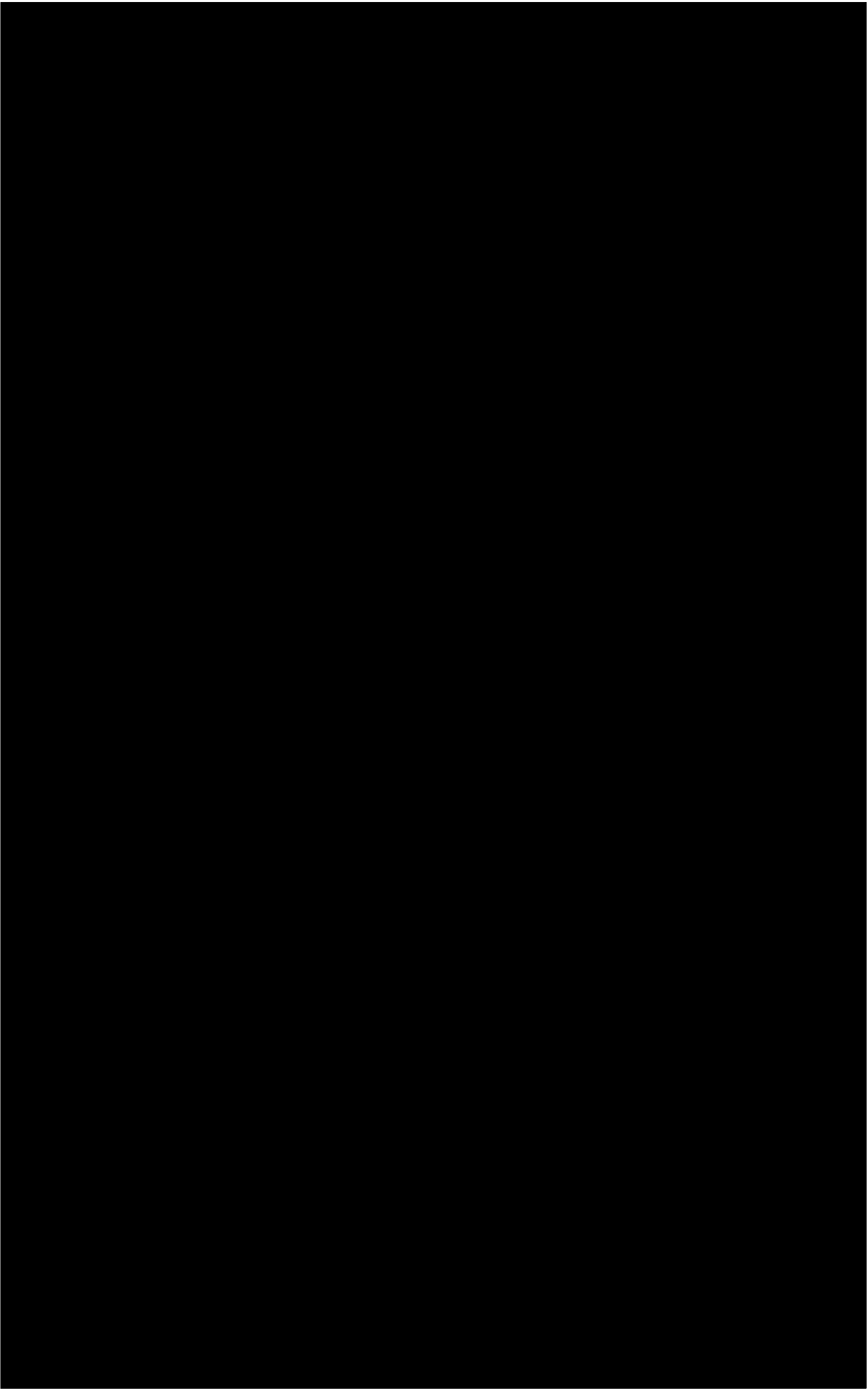
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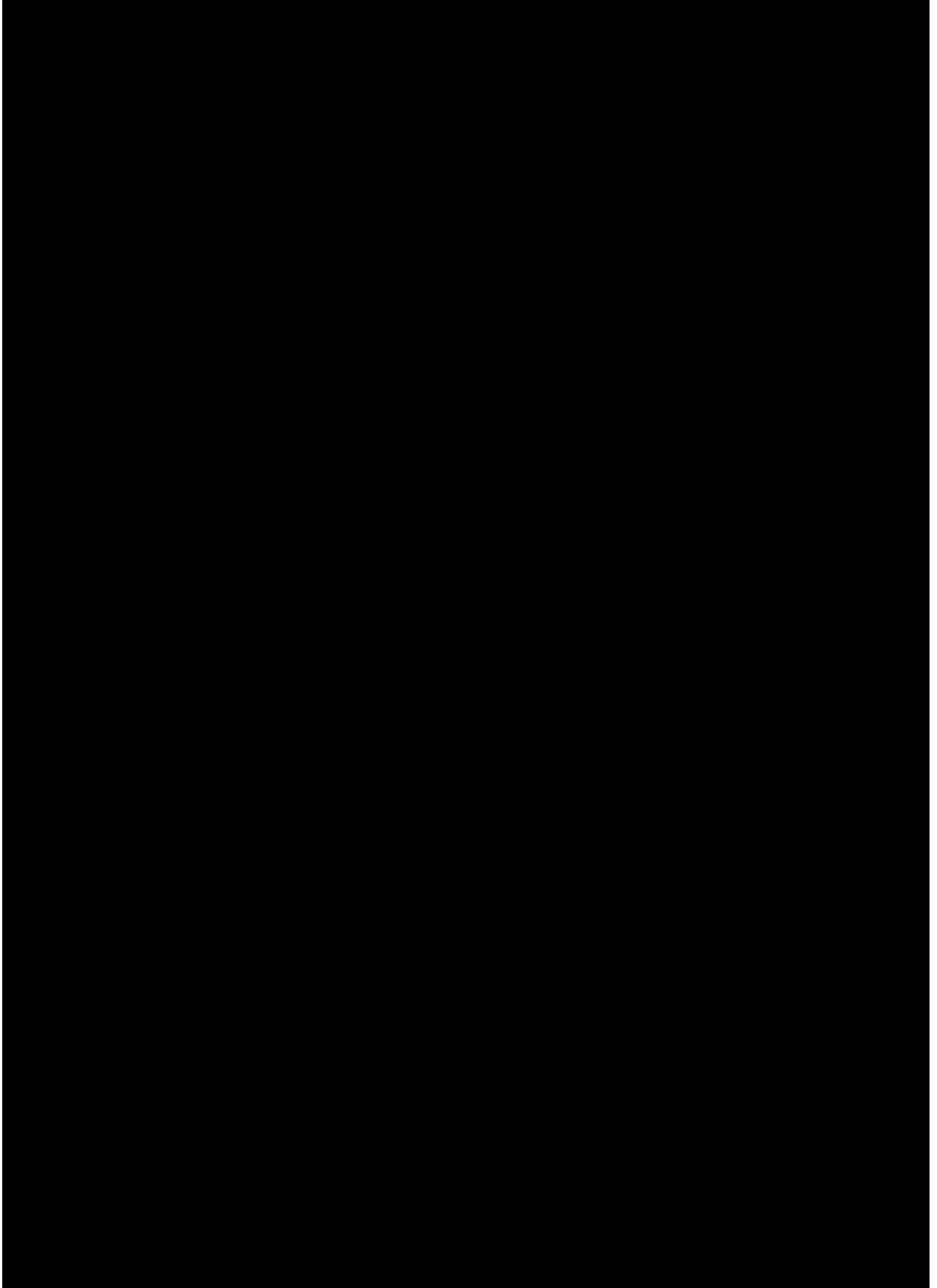
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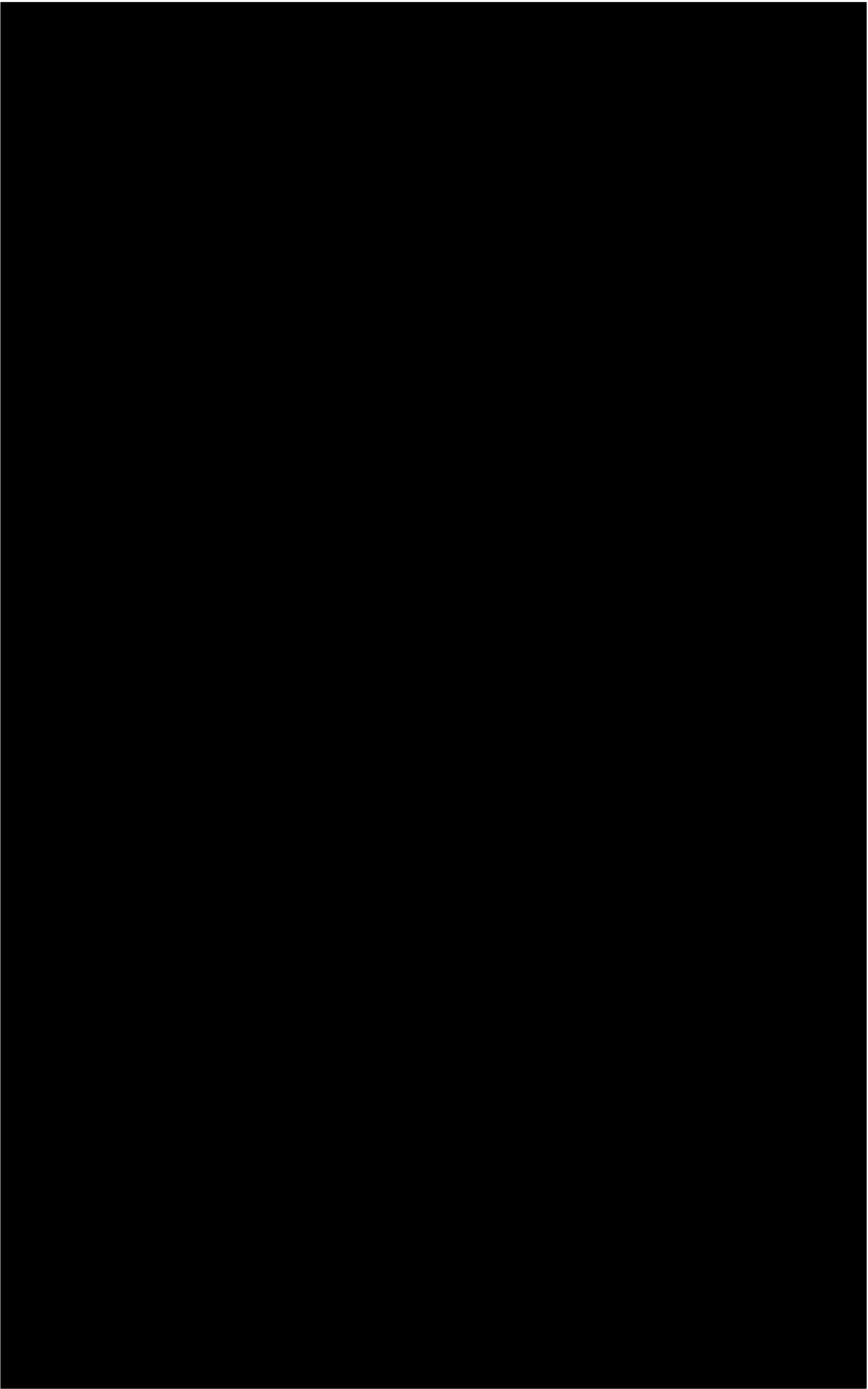
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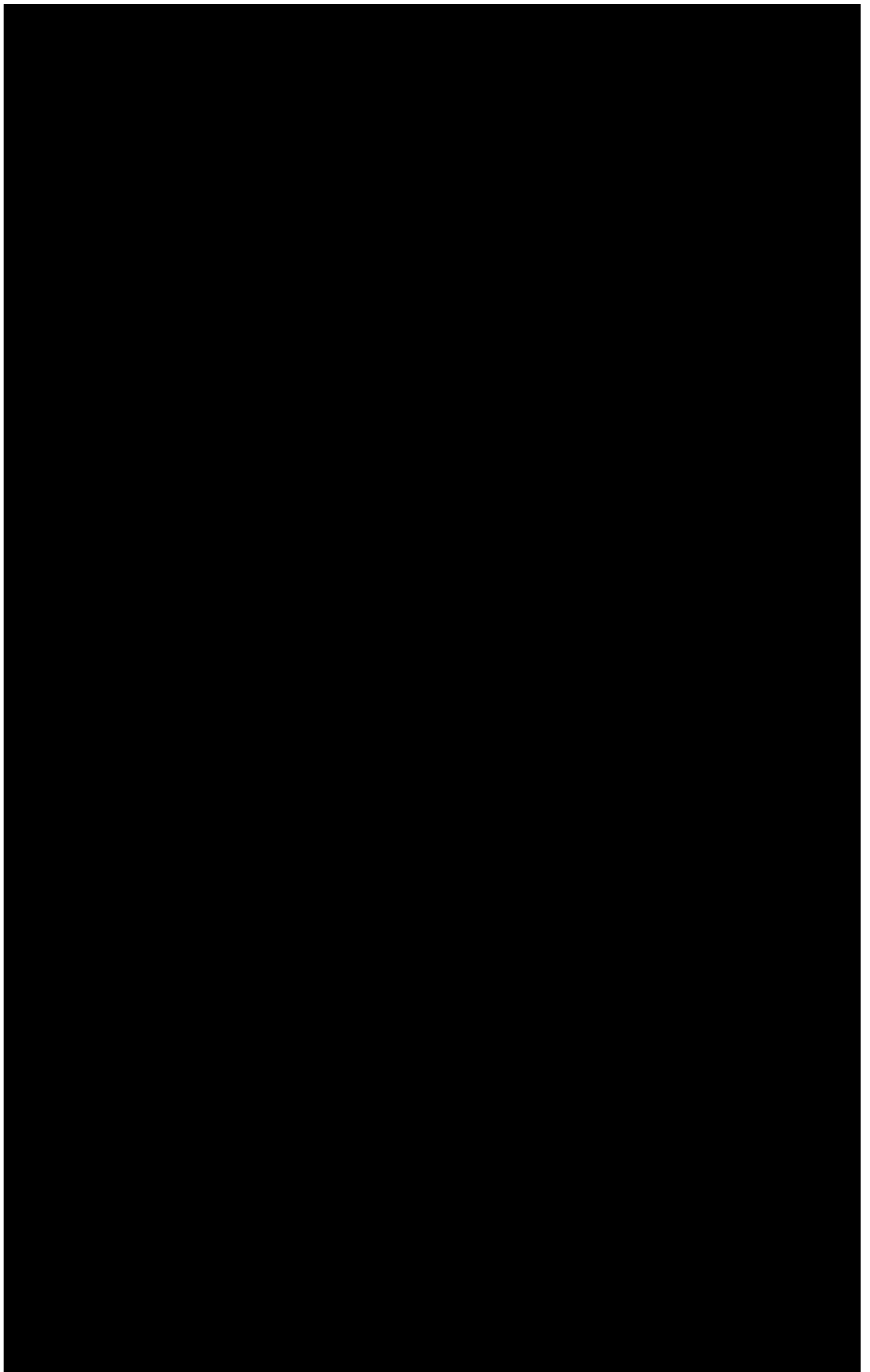
**SCHEDULE A17B**

**SWM3 and Southwest Stations Package Contractor Cooperation and Integration Deed**

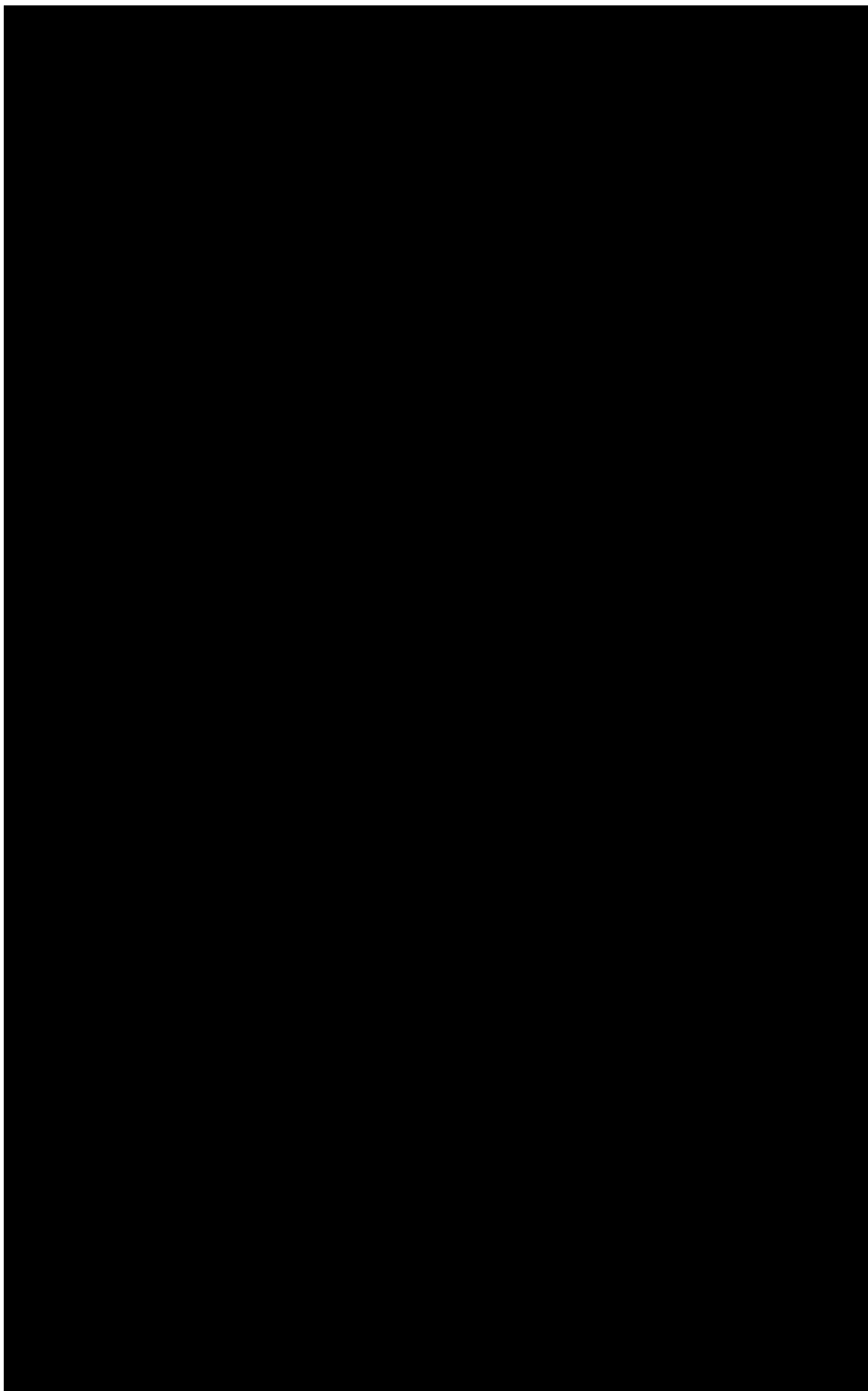
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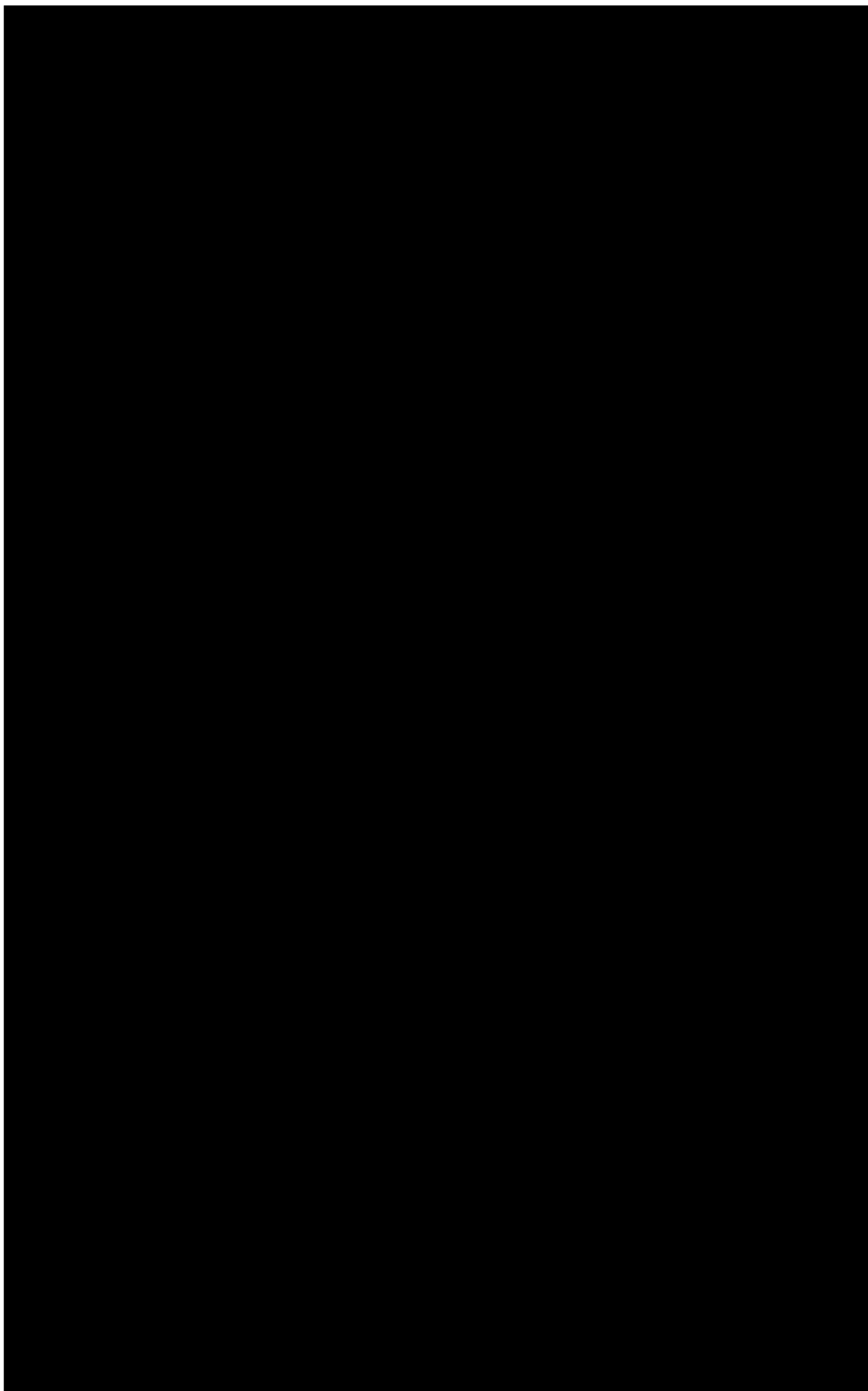


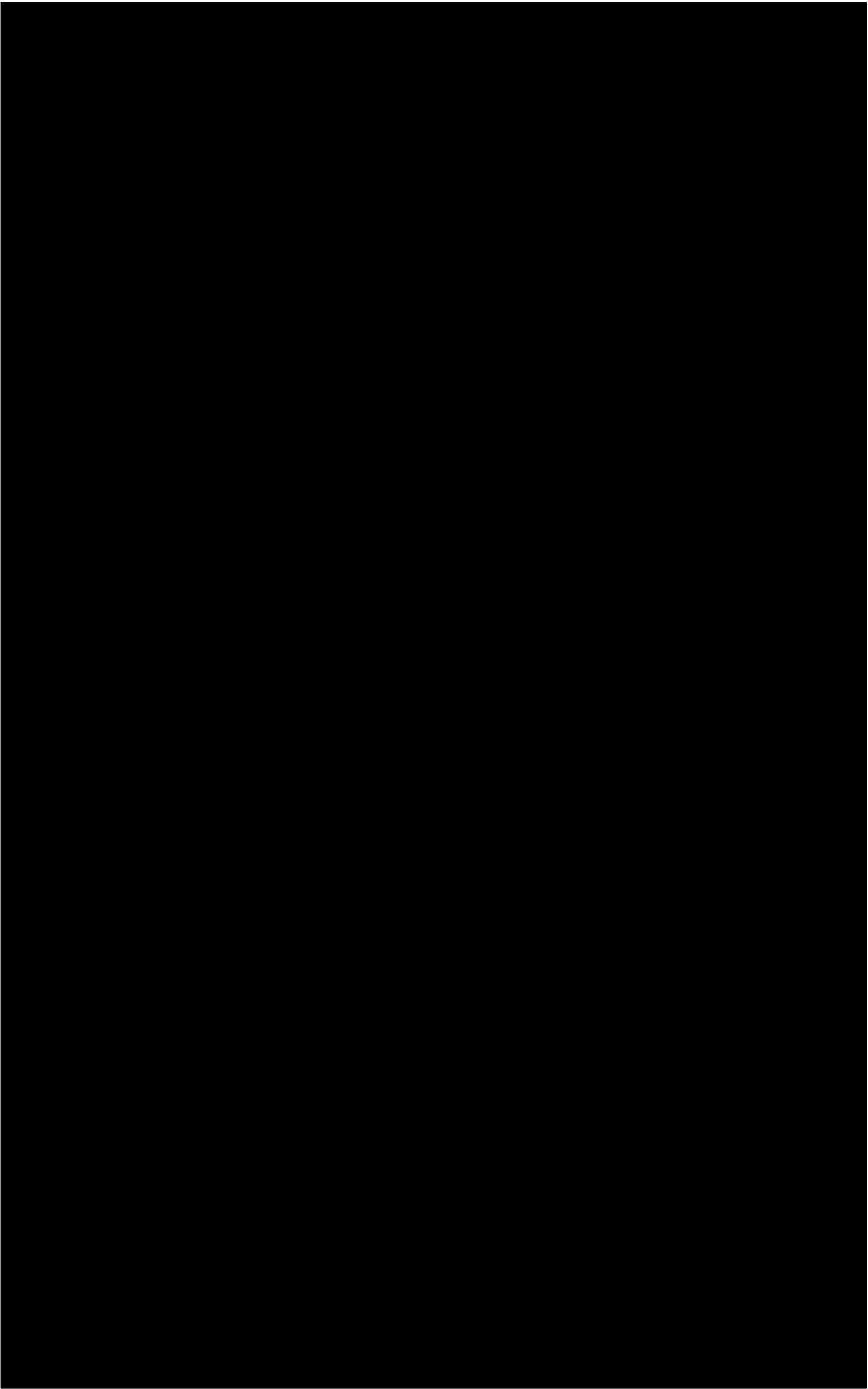






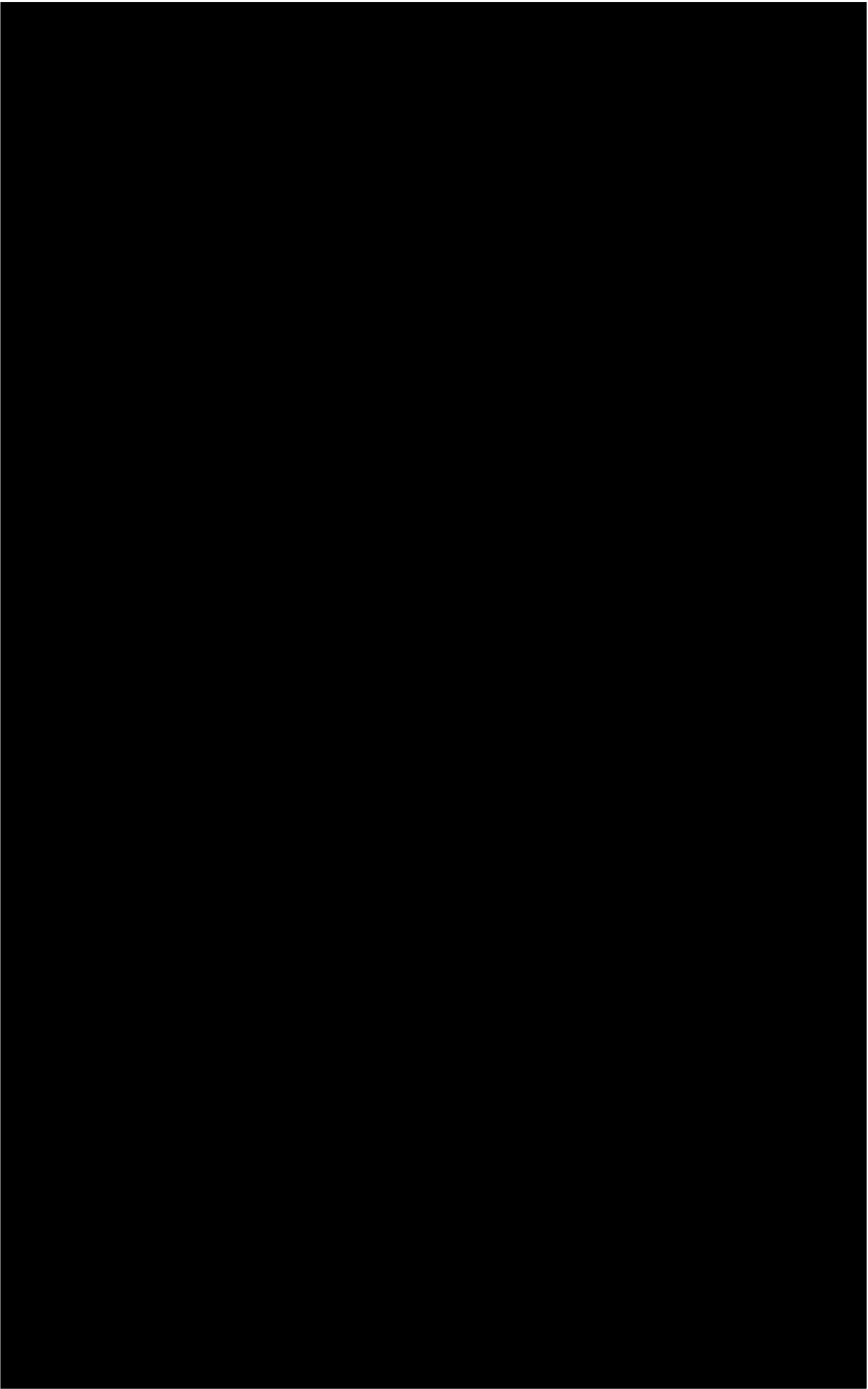






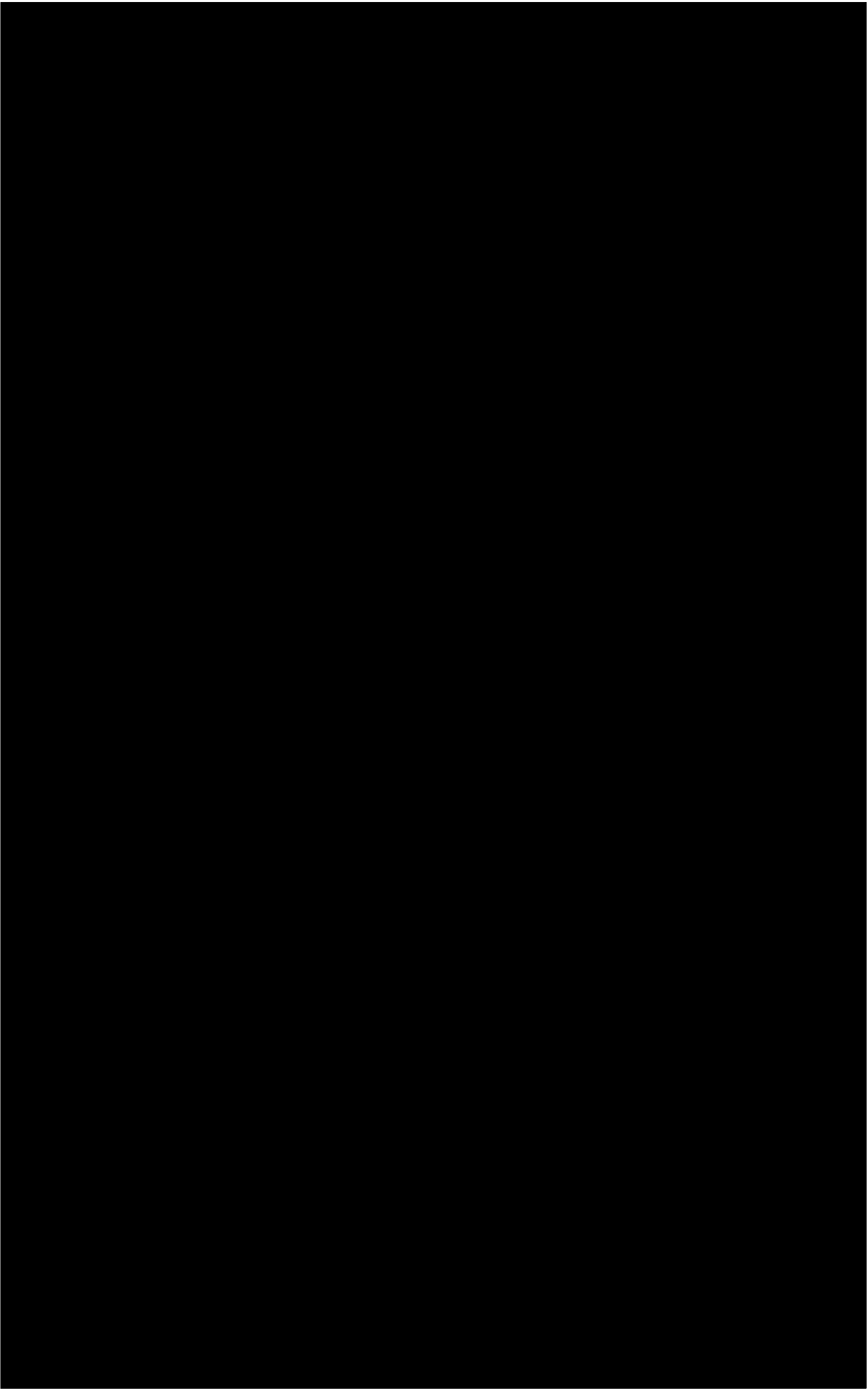
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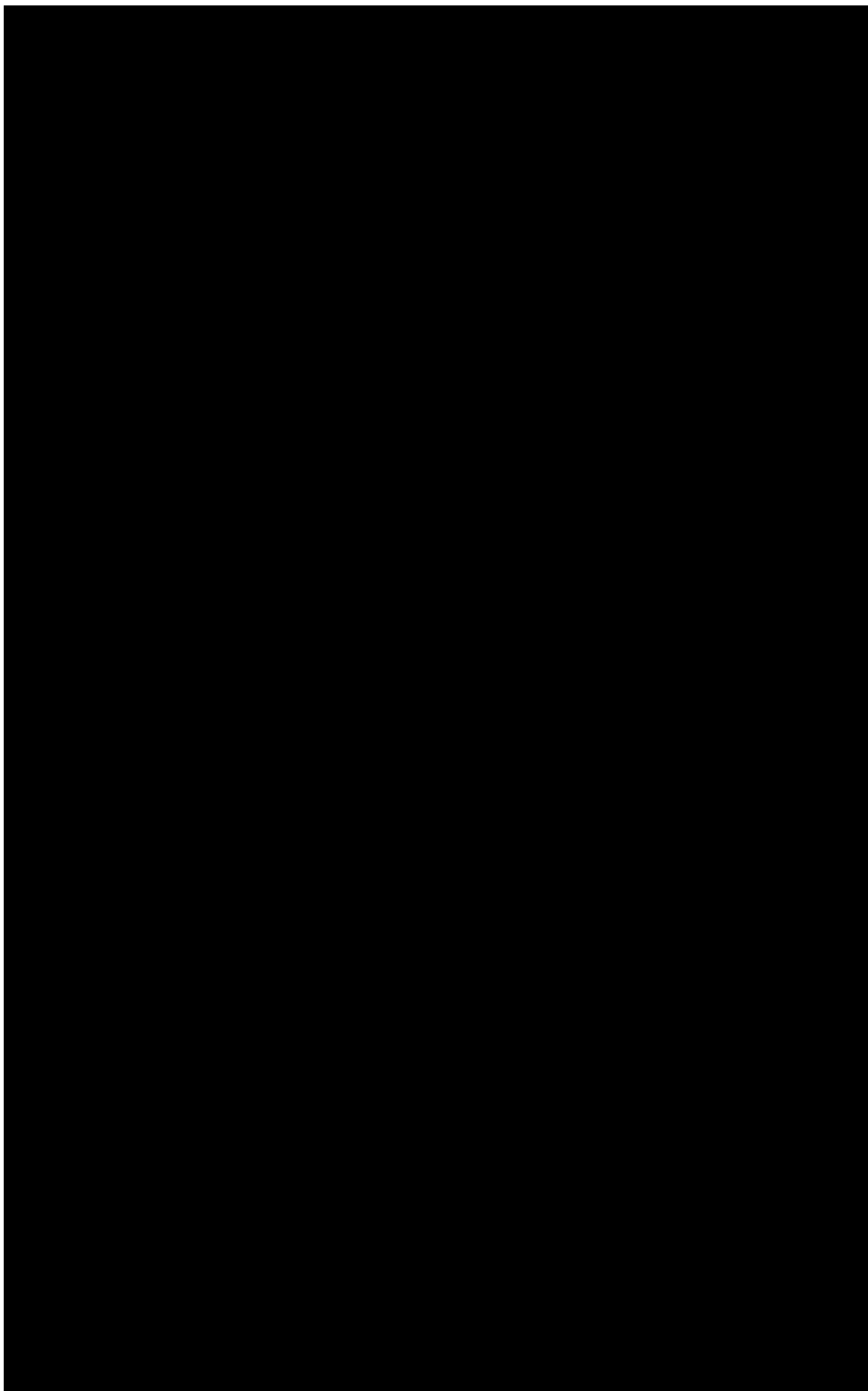
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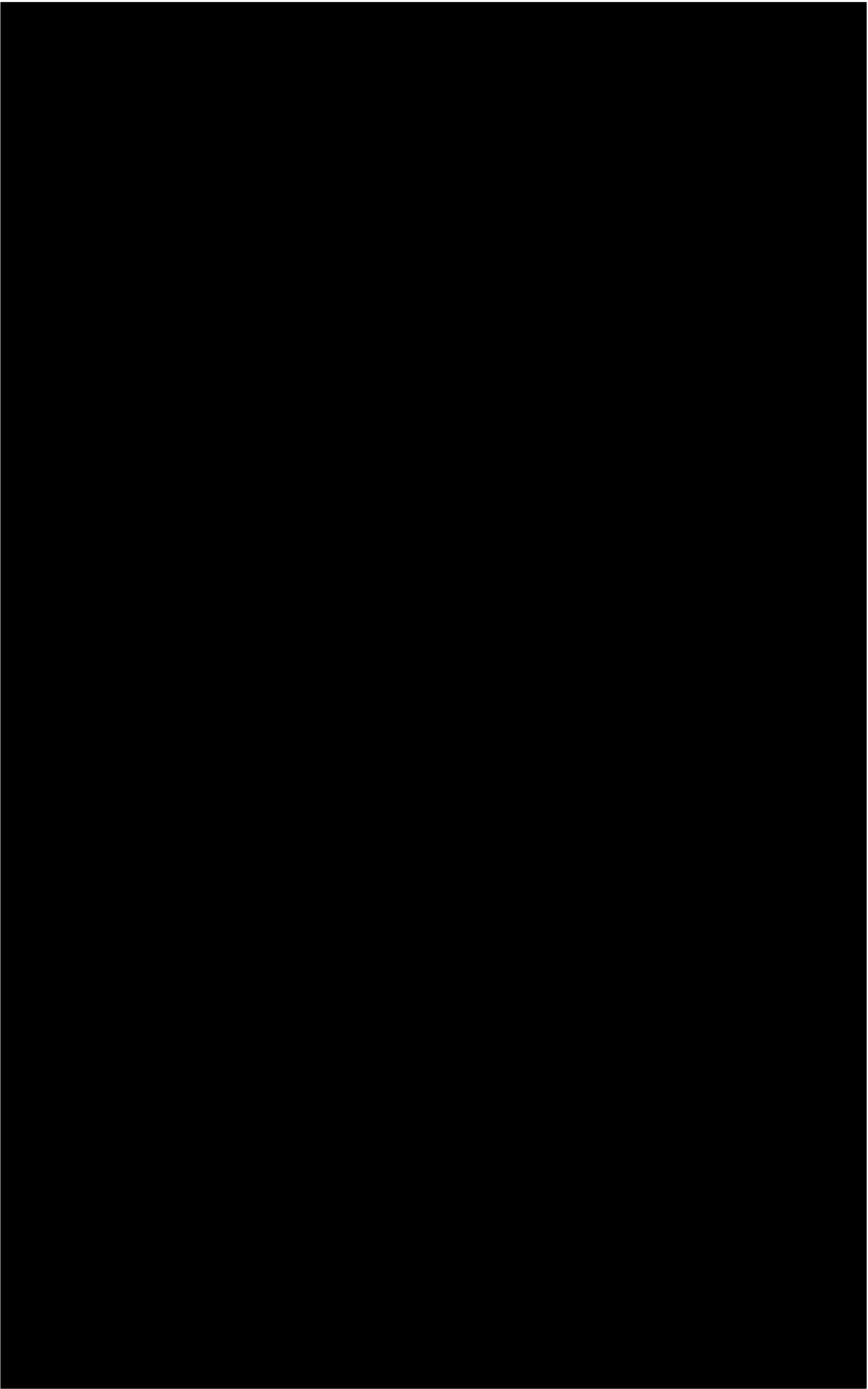


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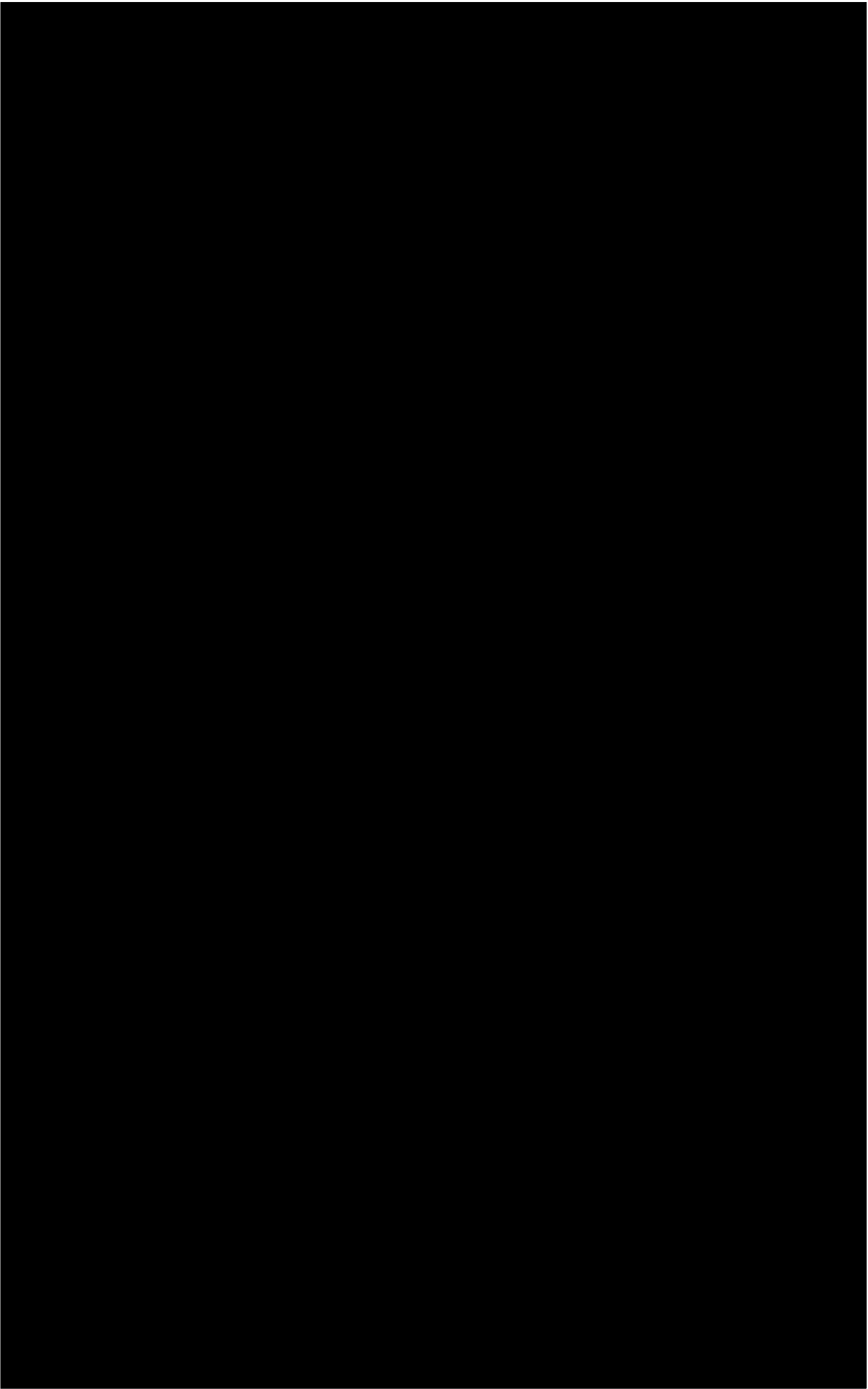






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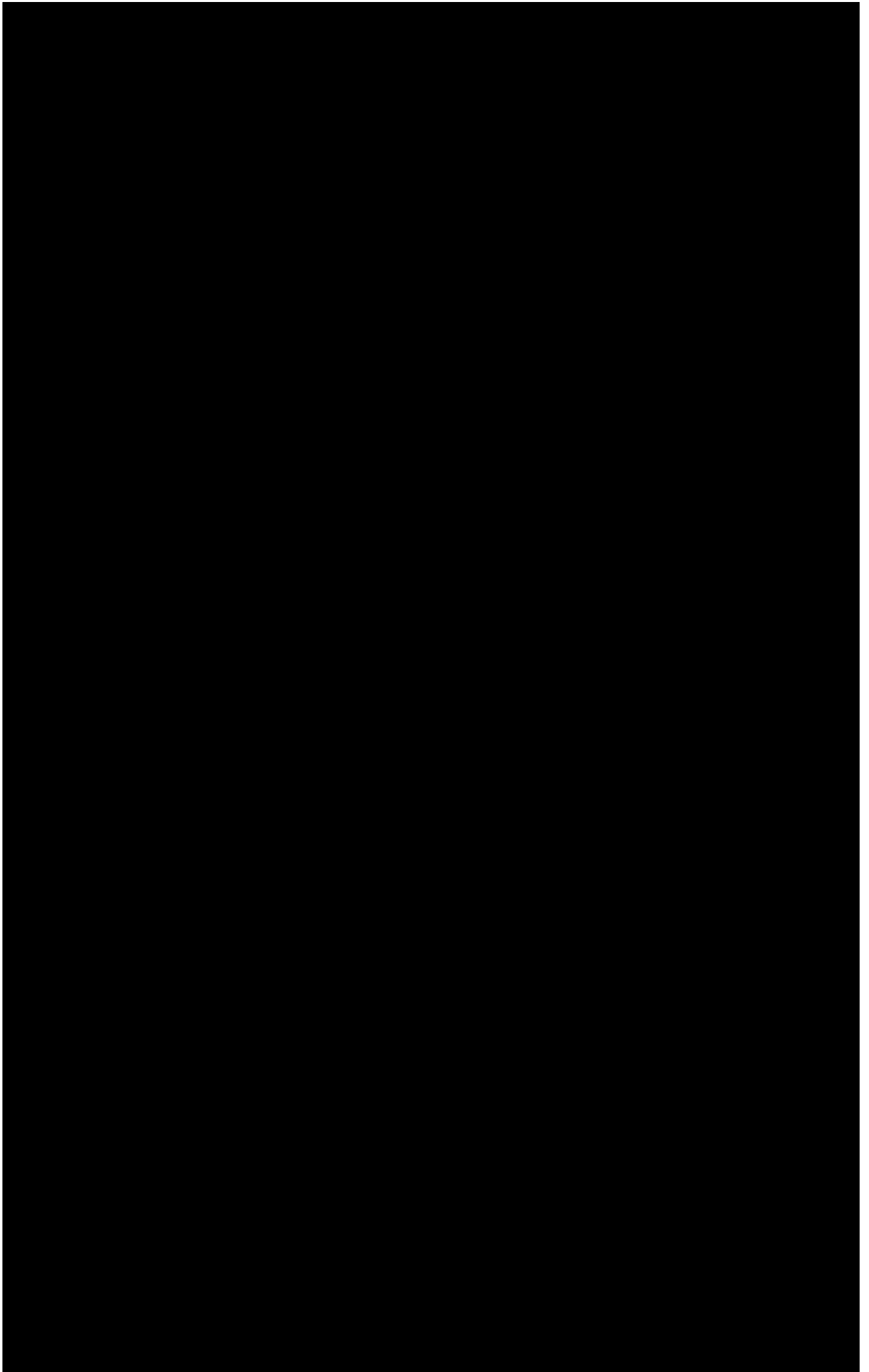
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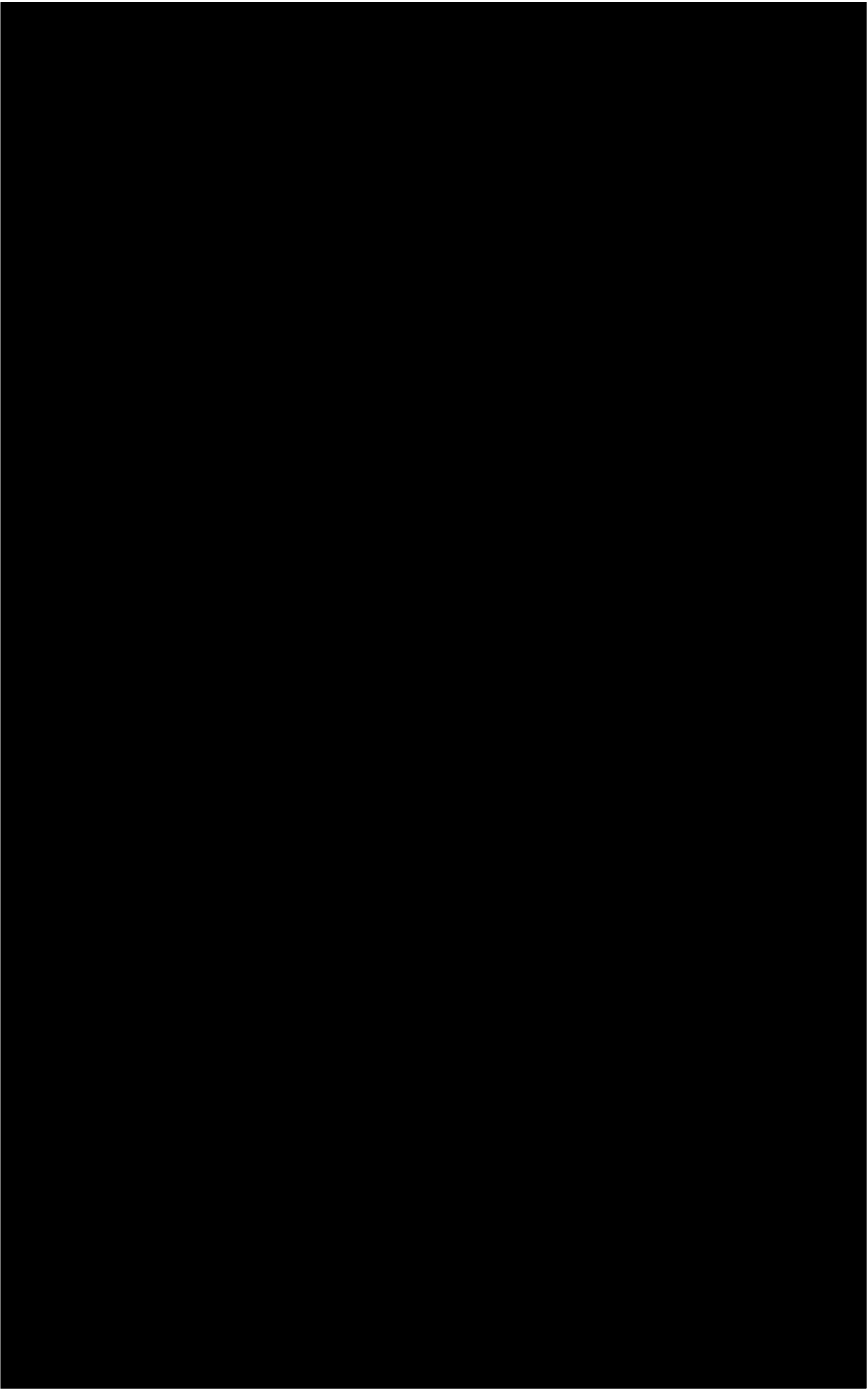


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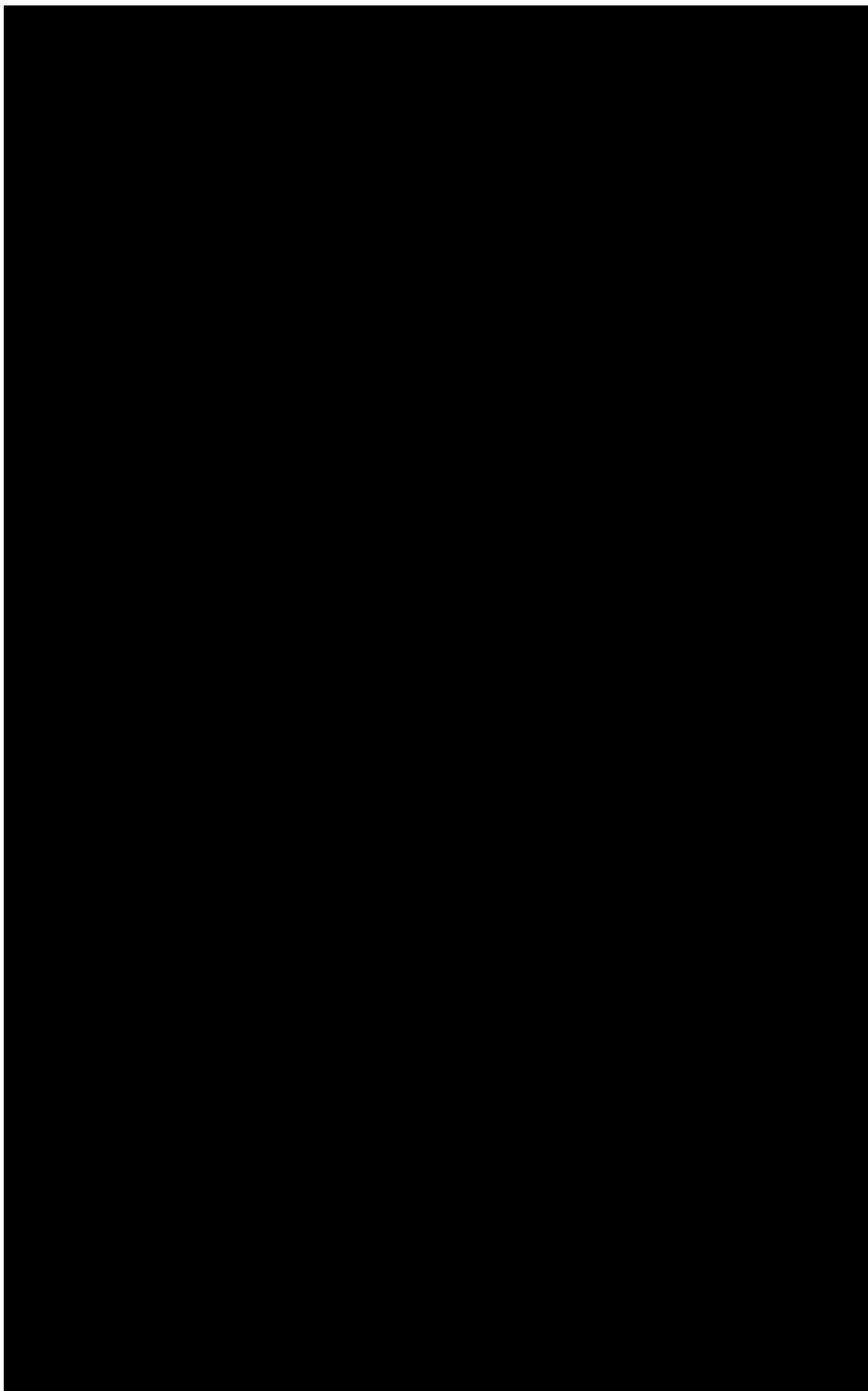


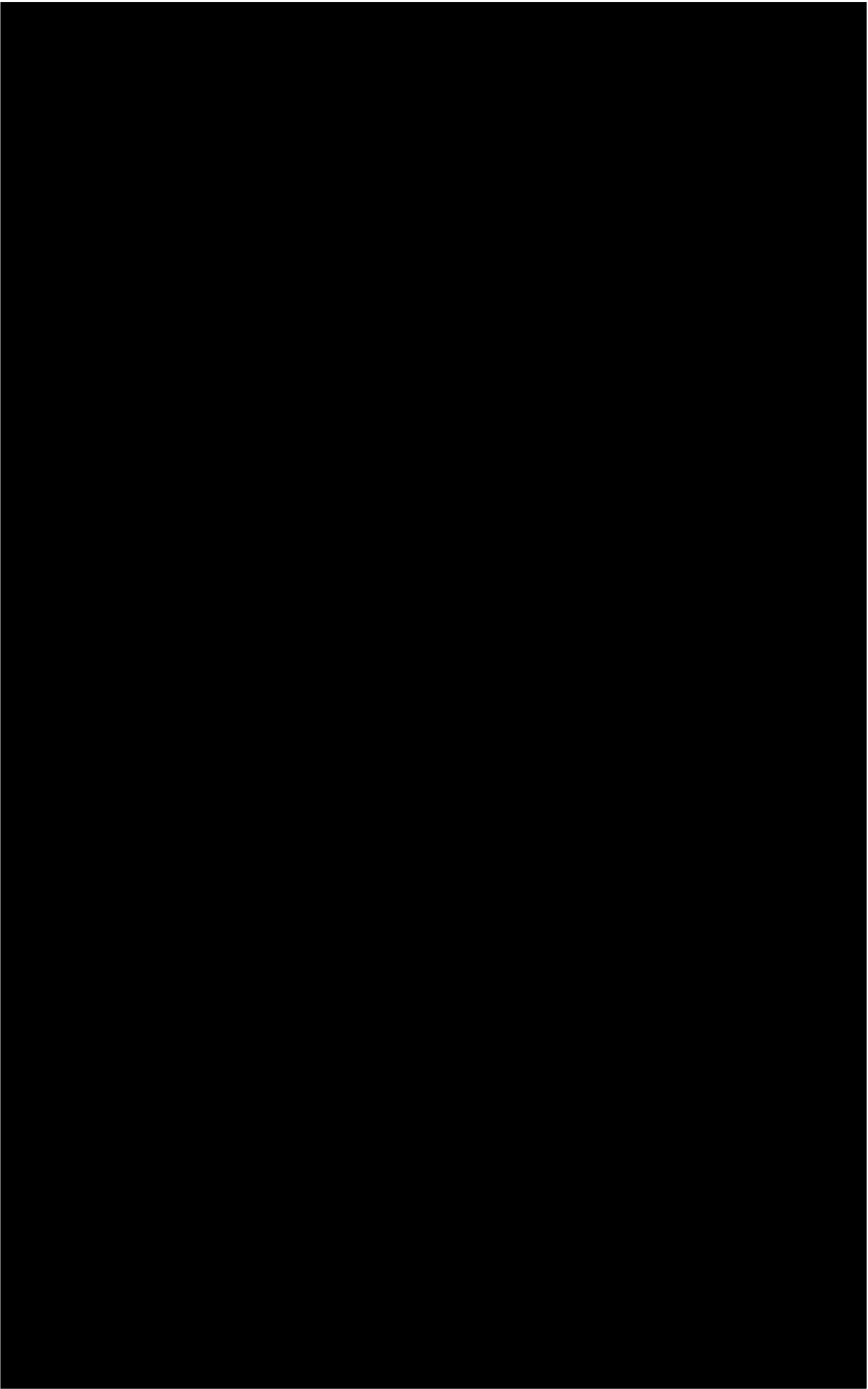




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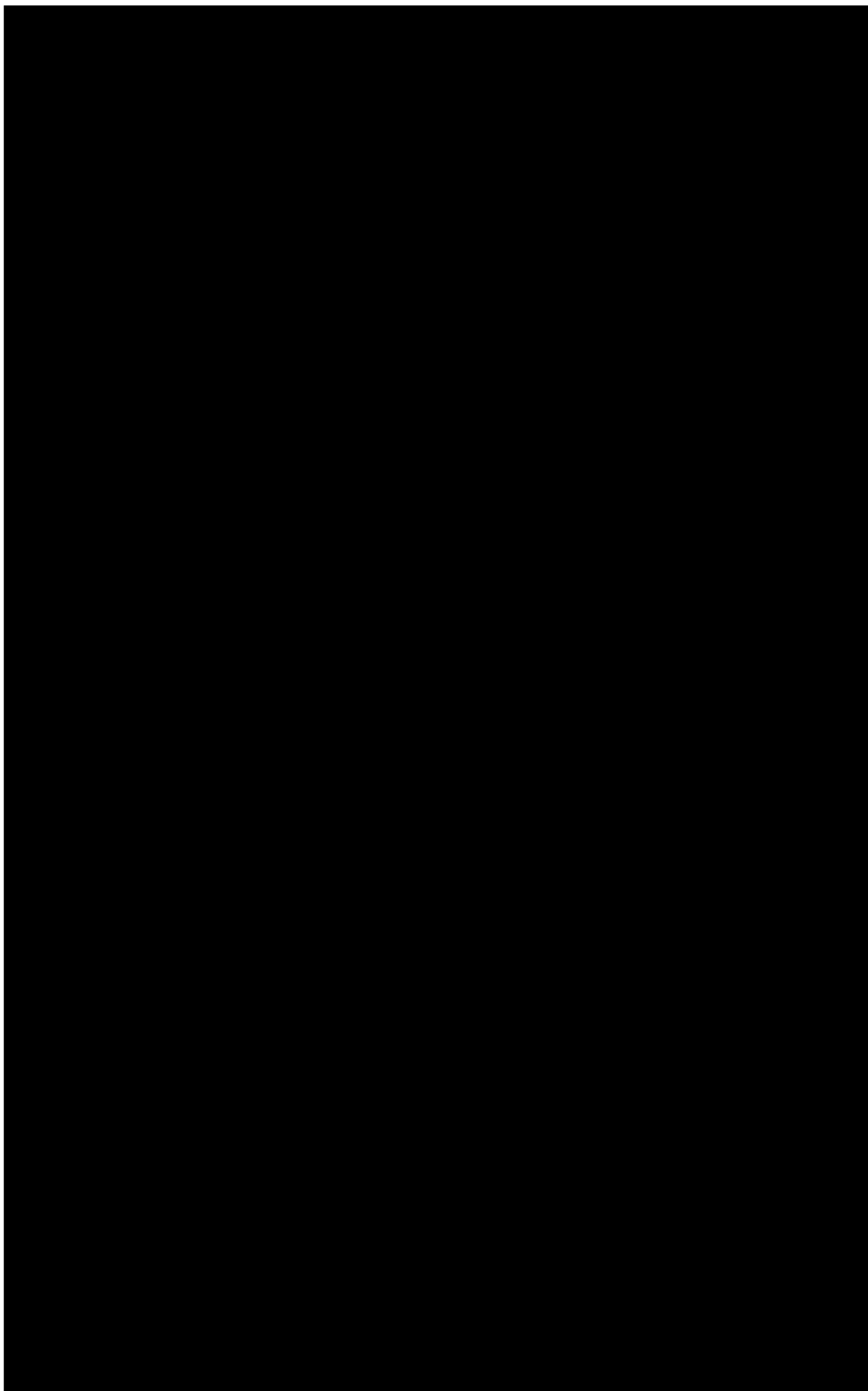
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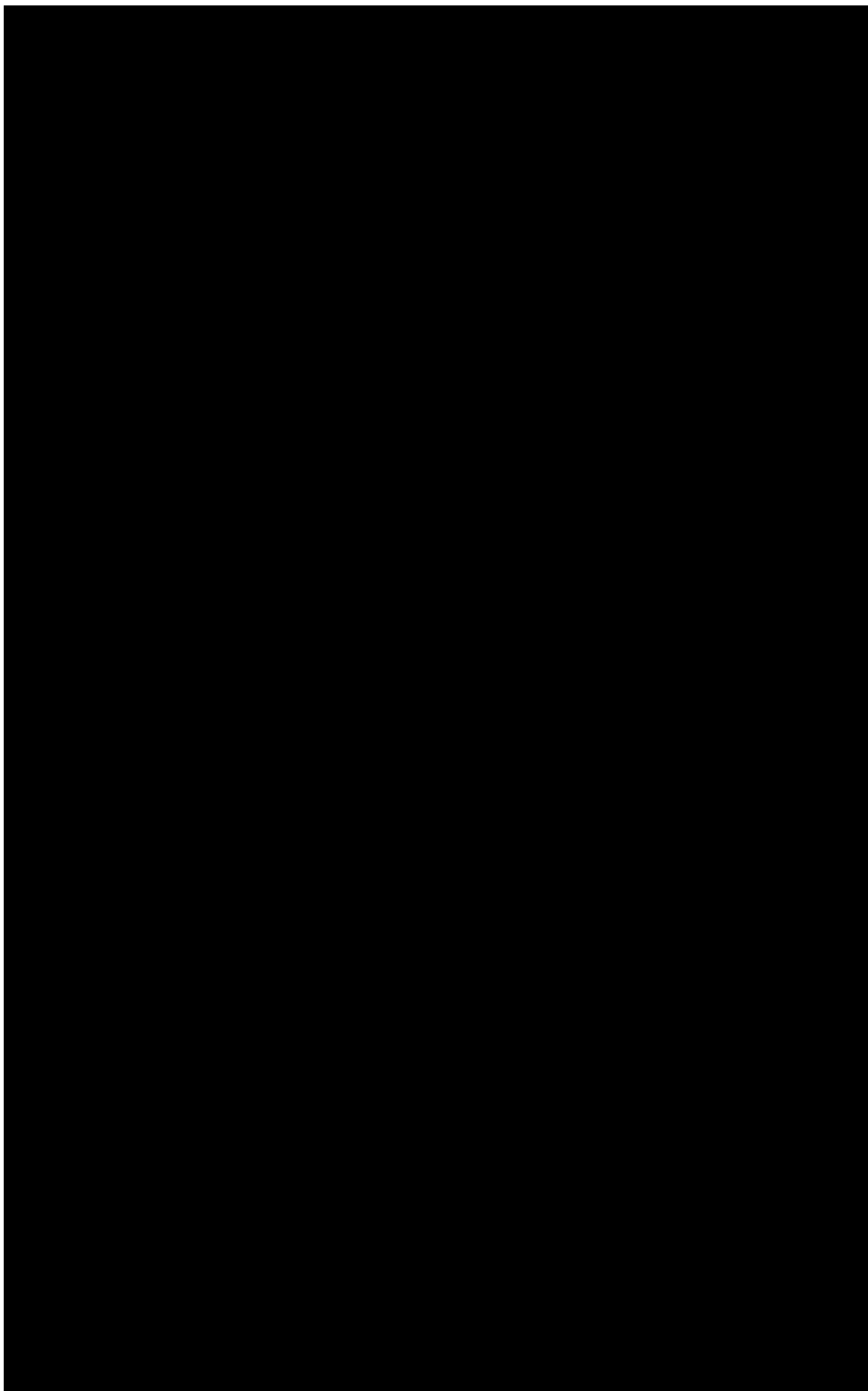


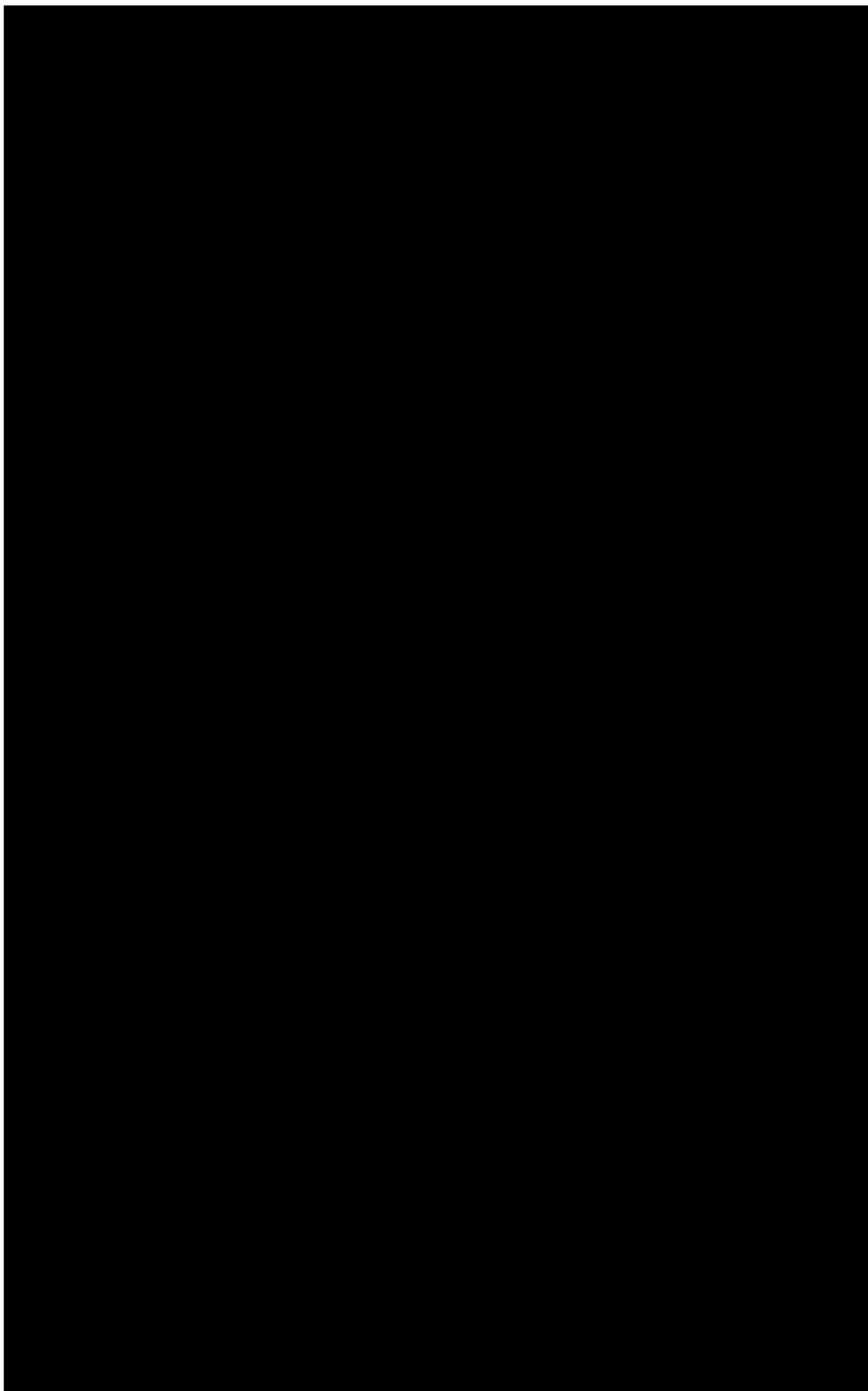


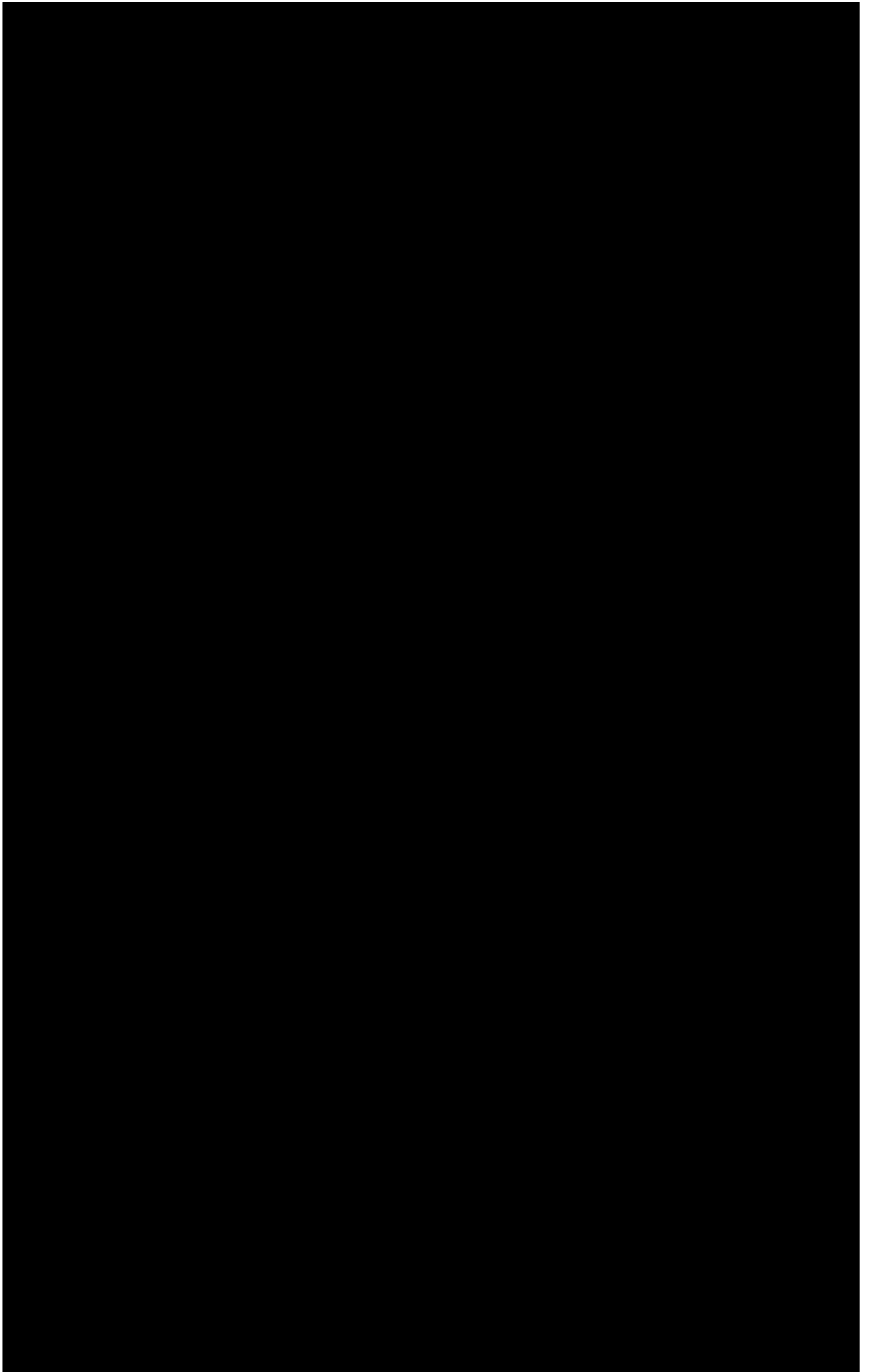
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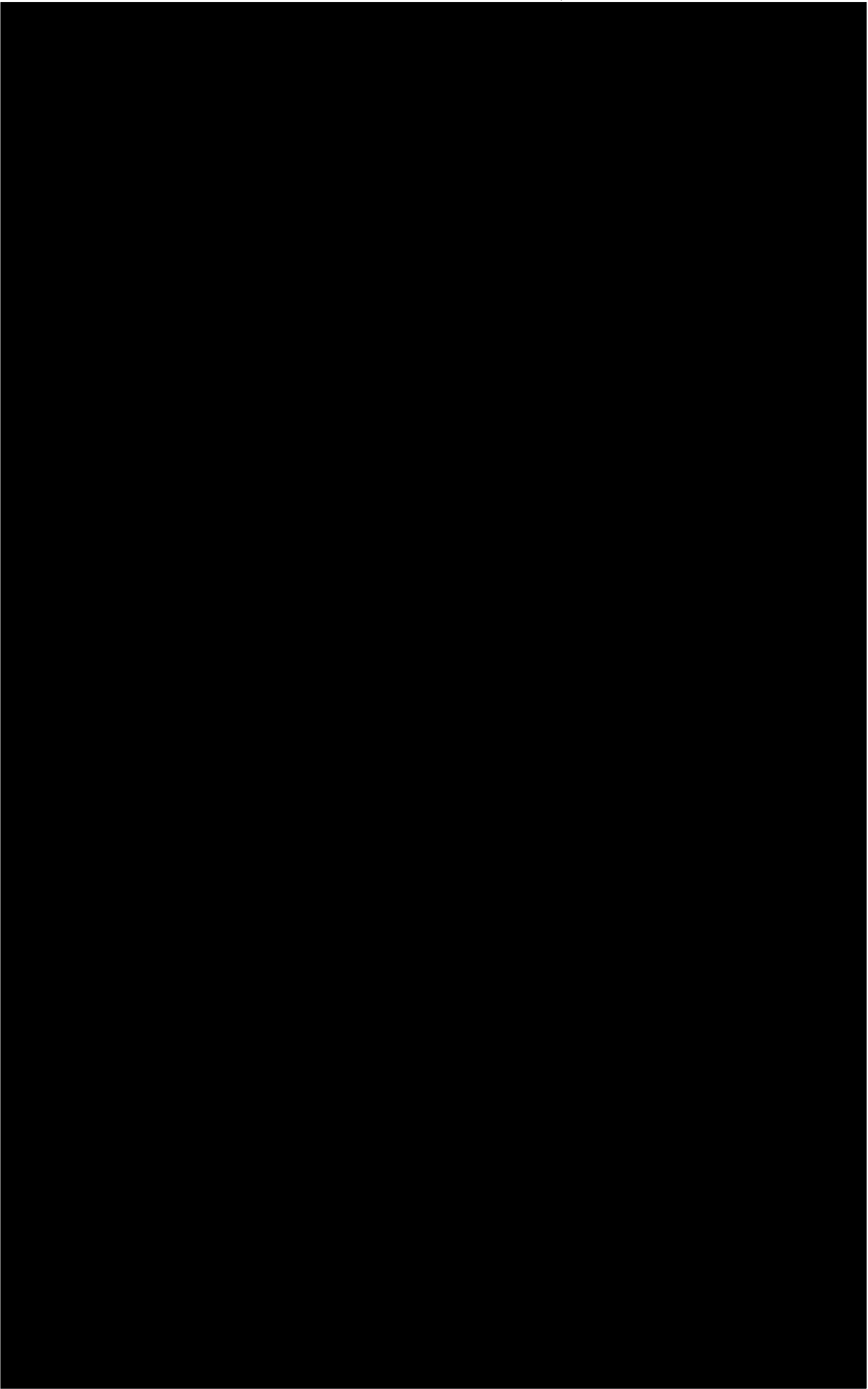


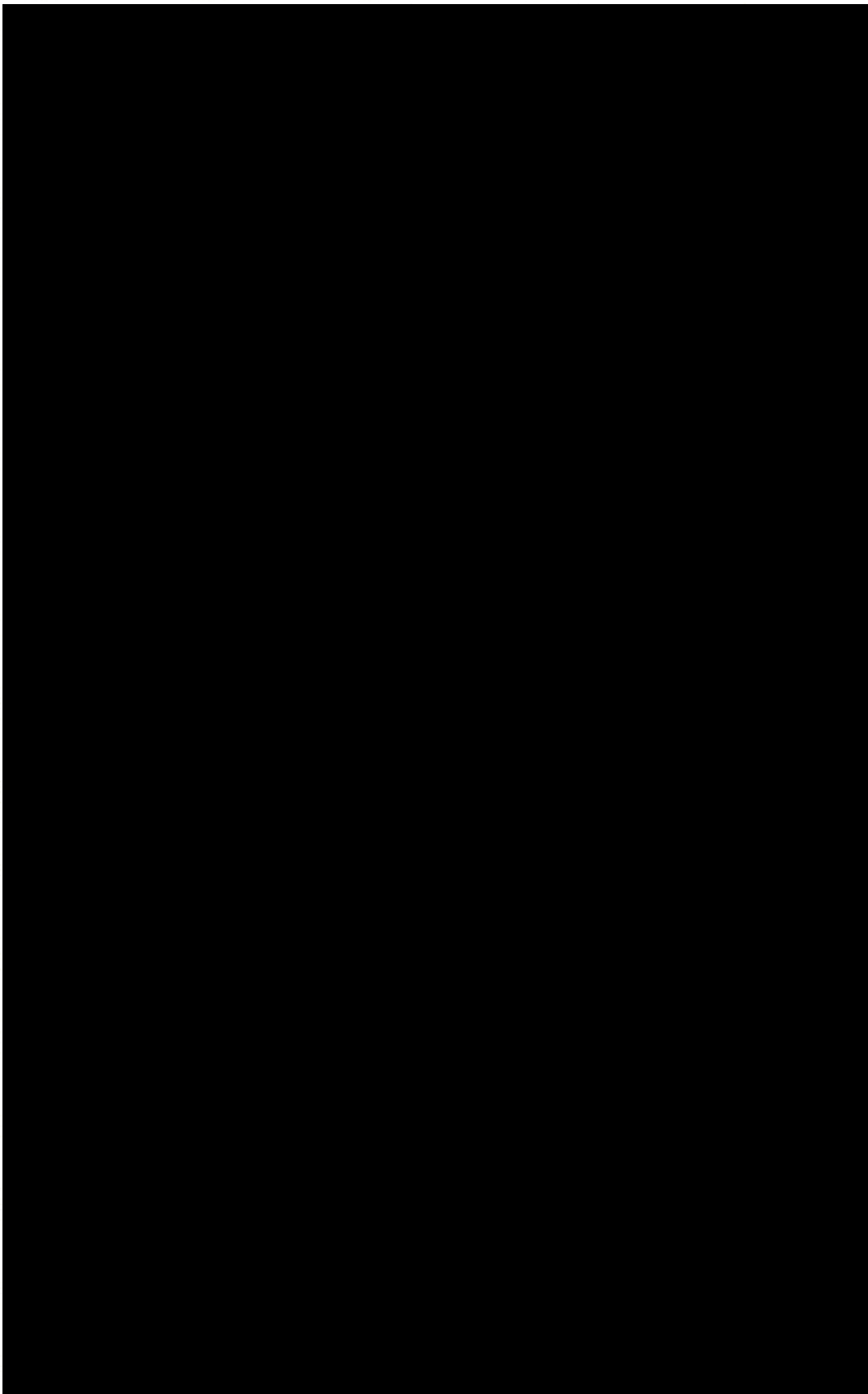






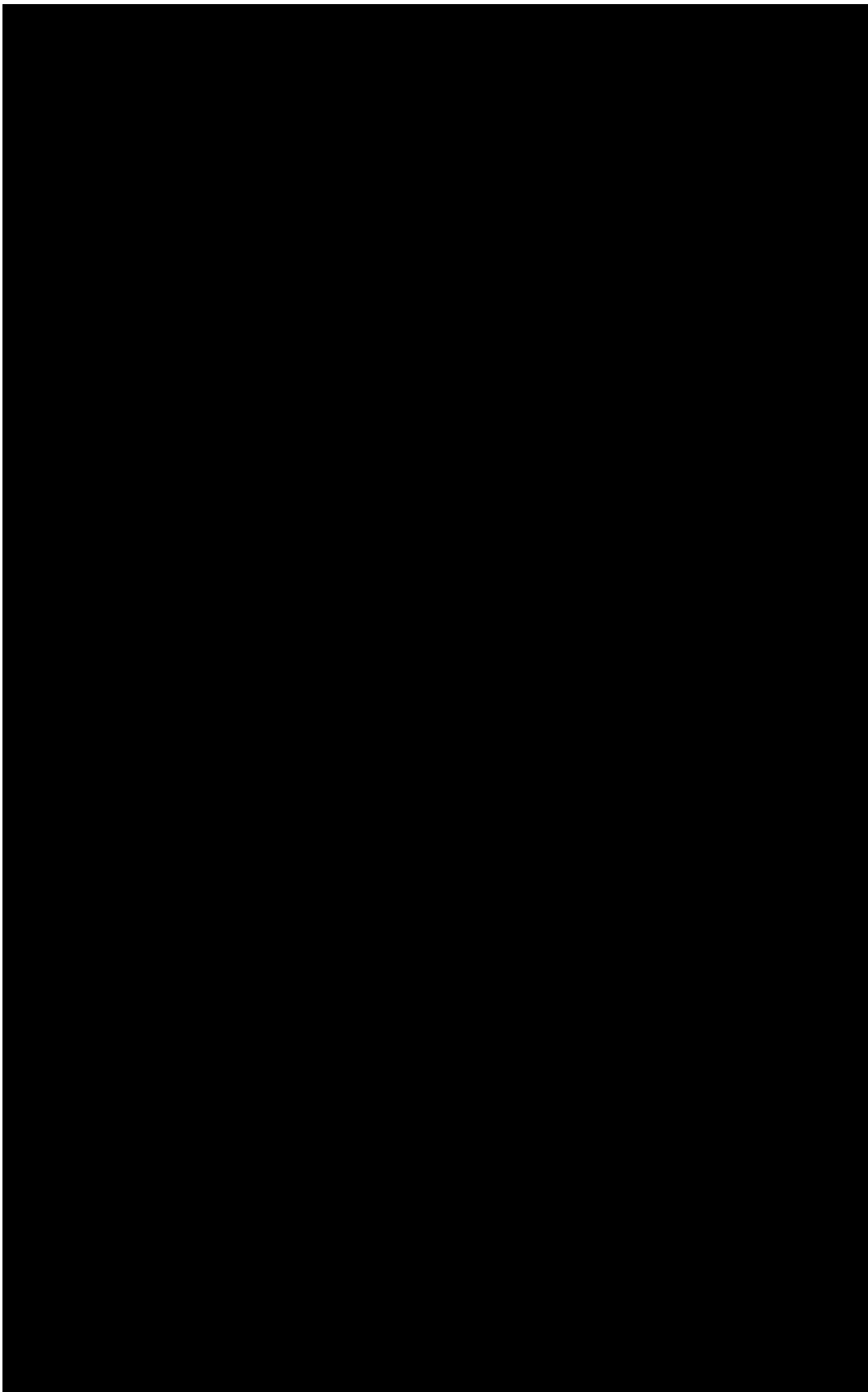


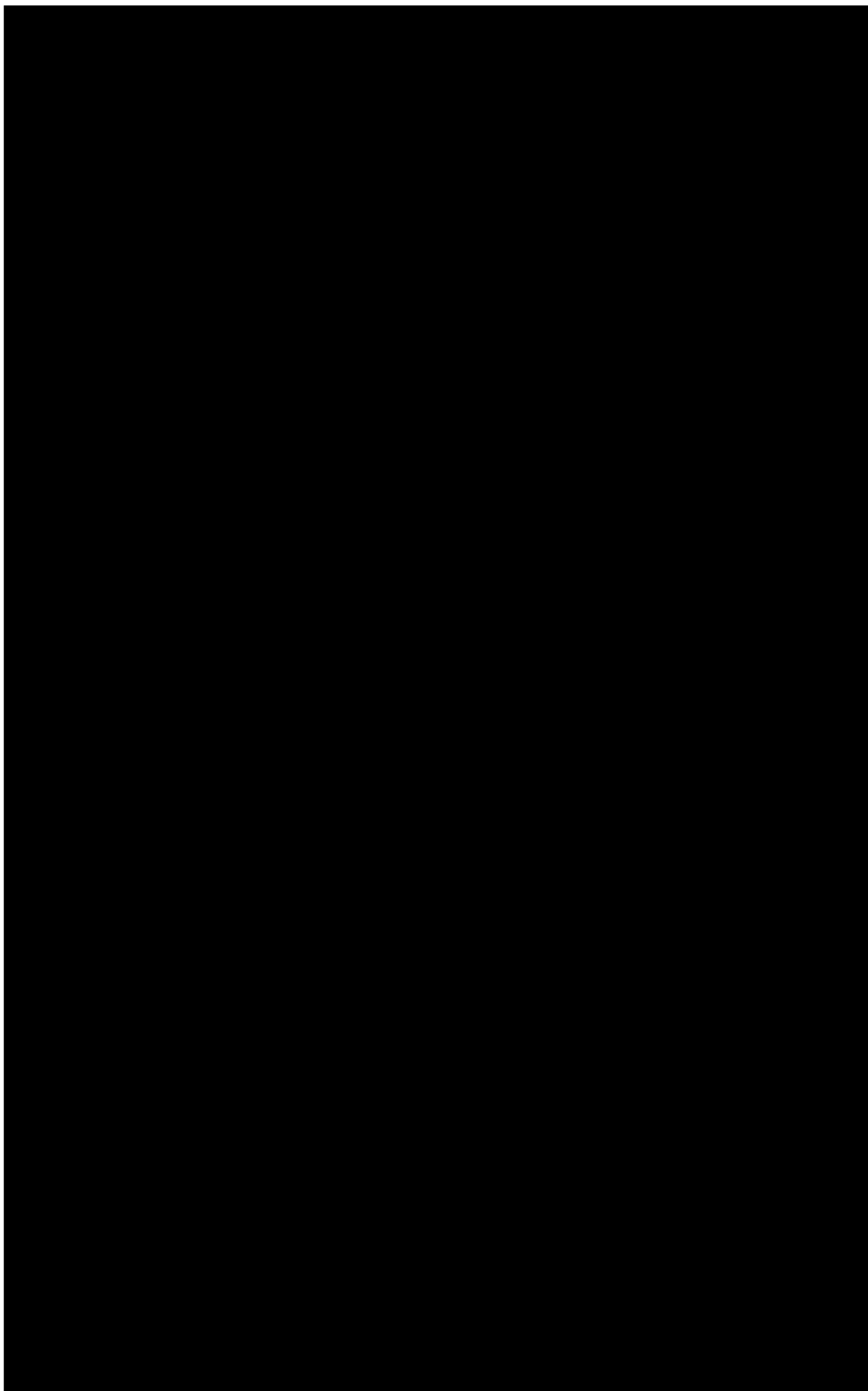


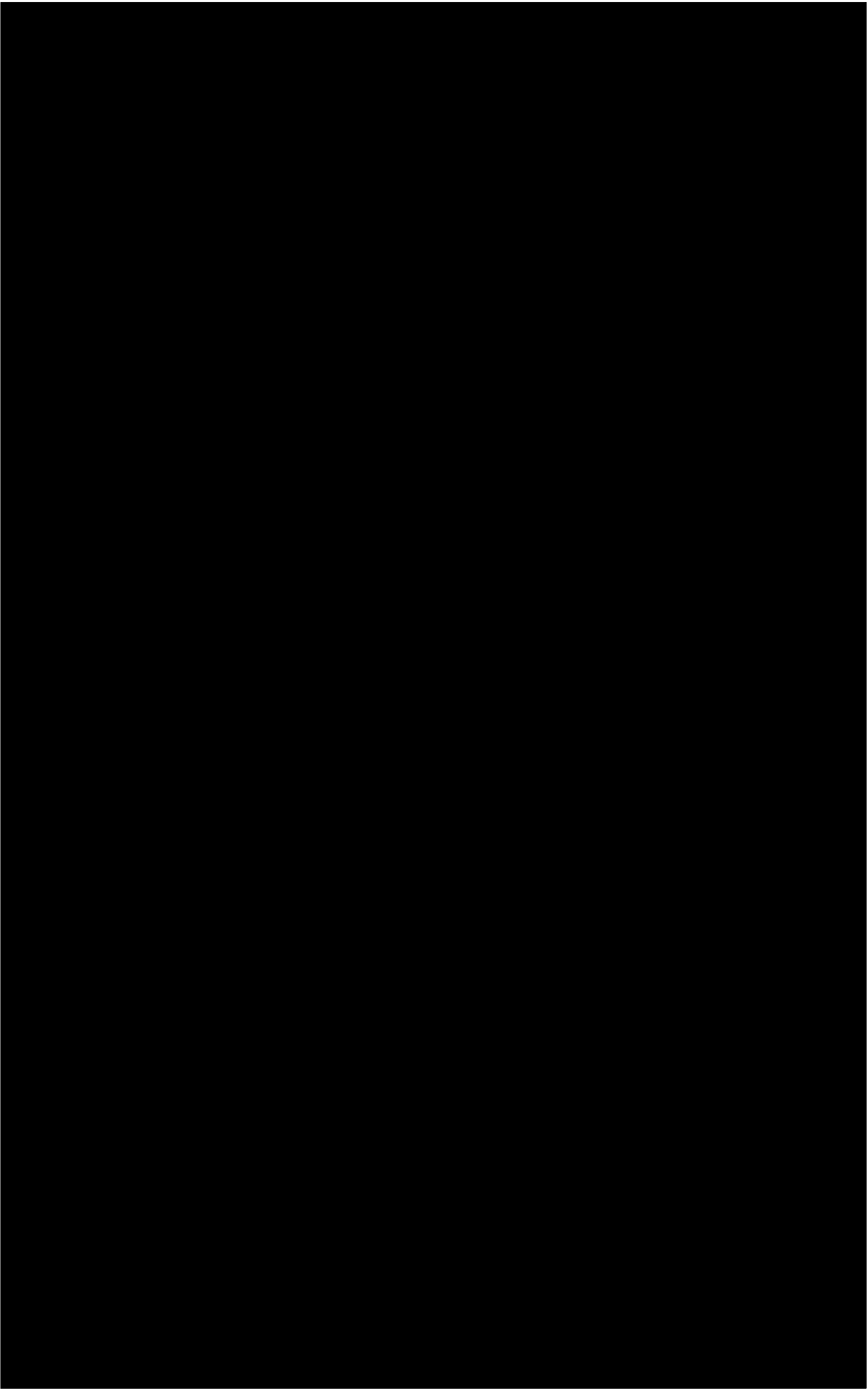


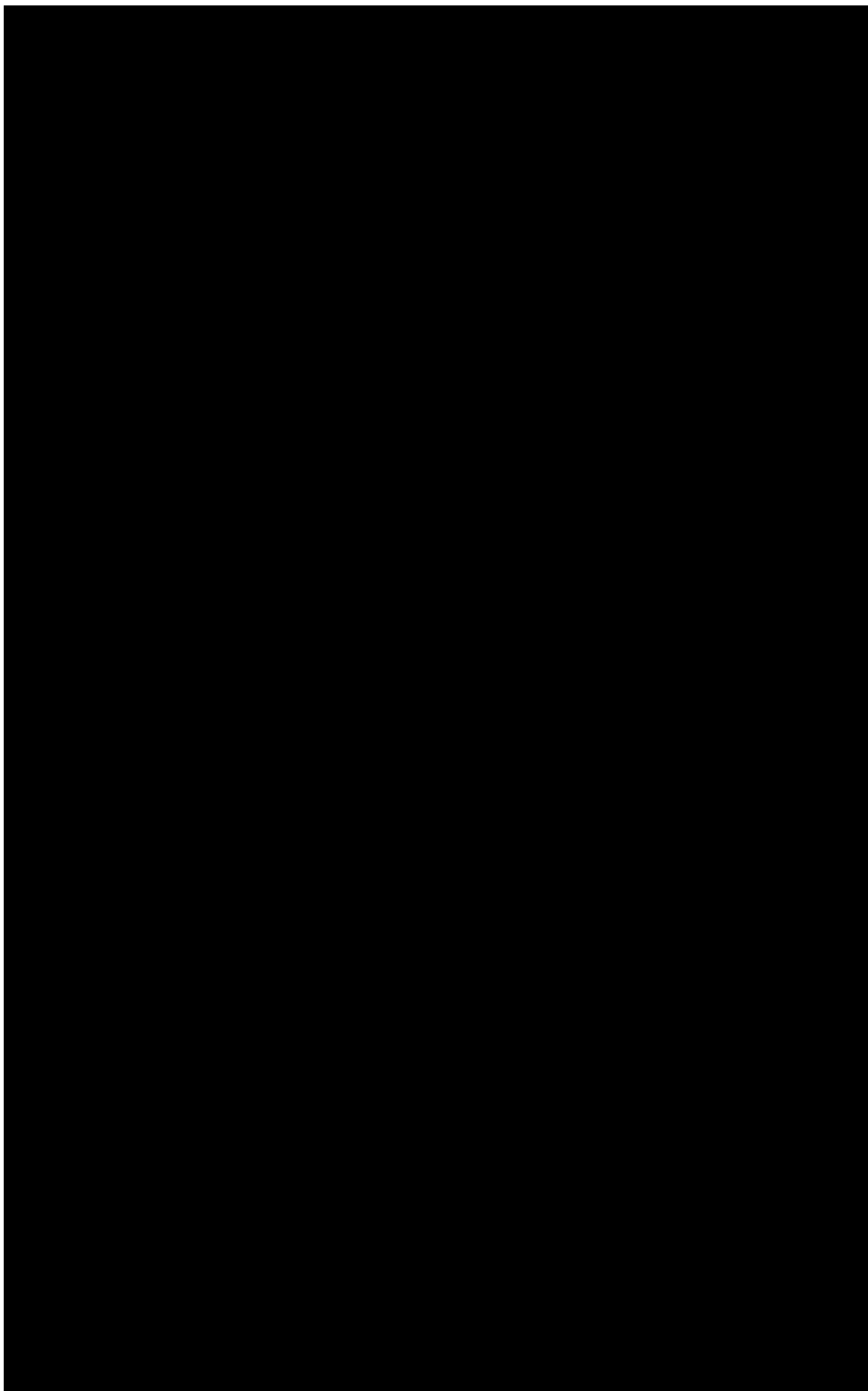
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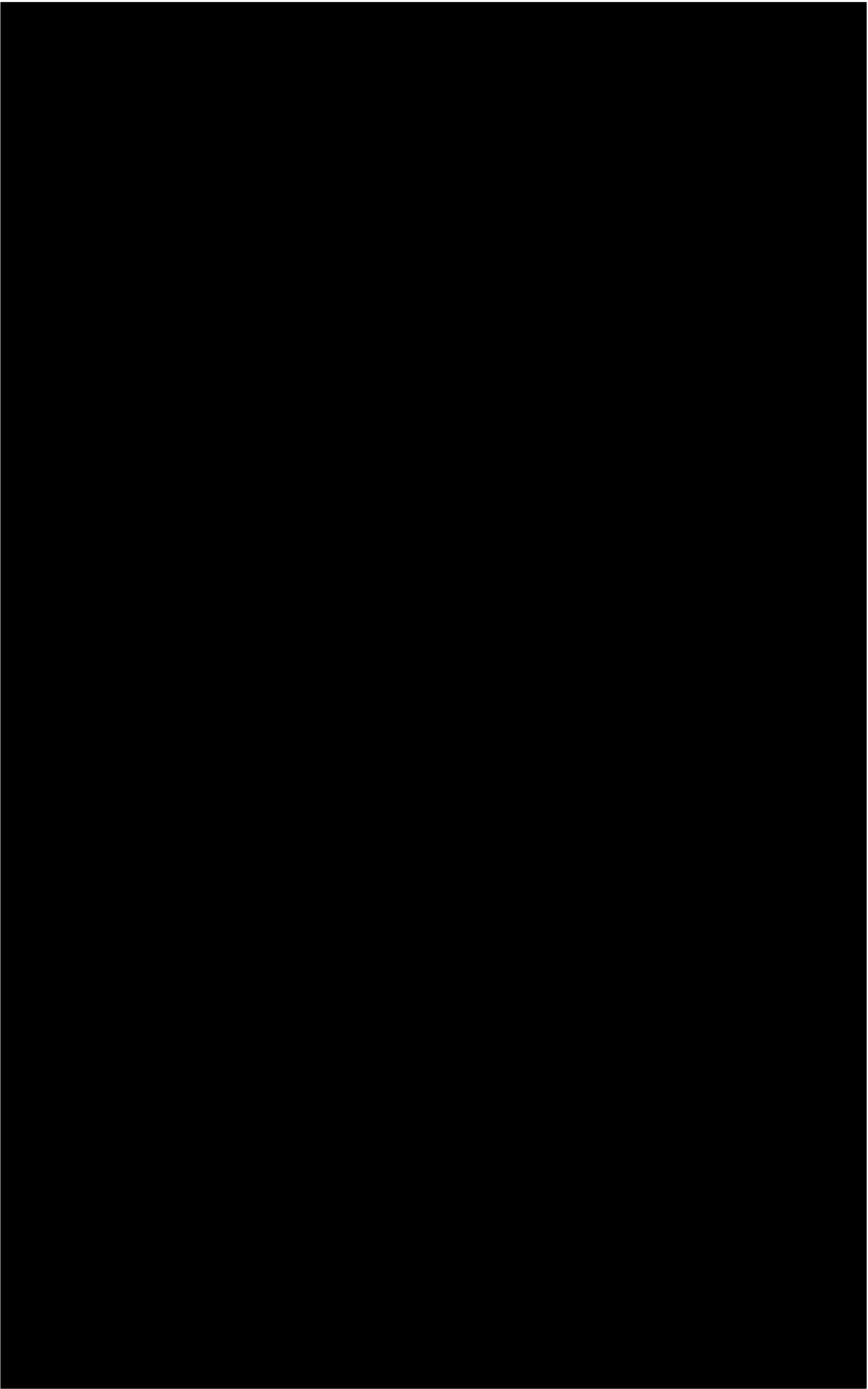
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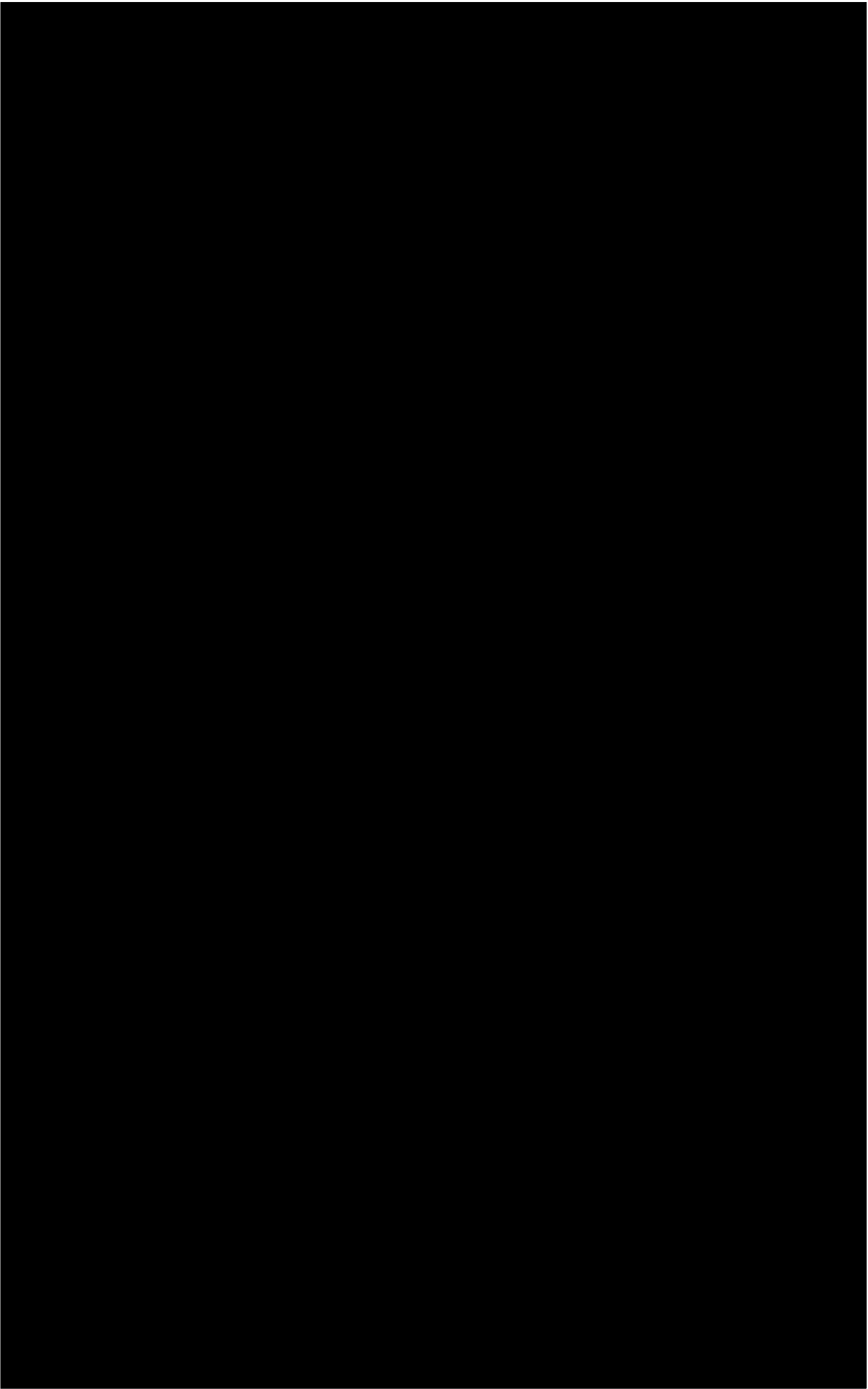




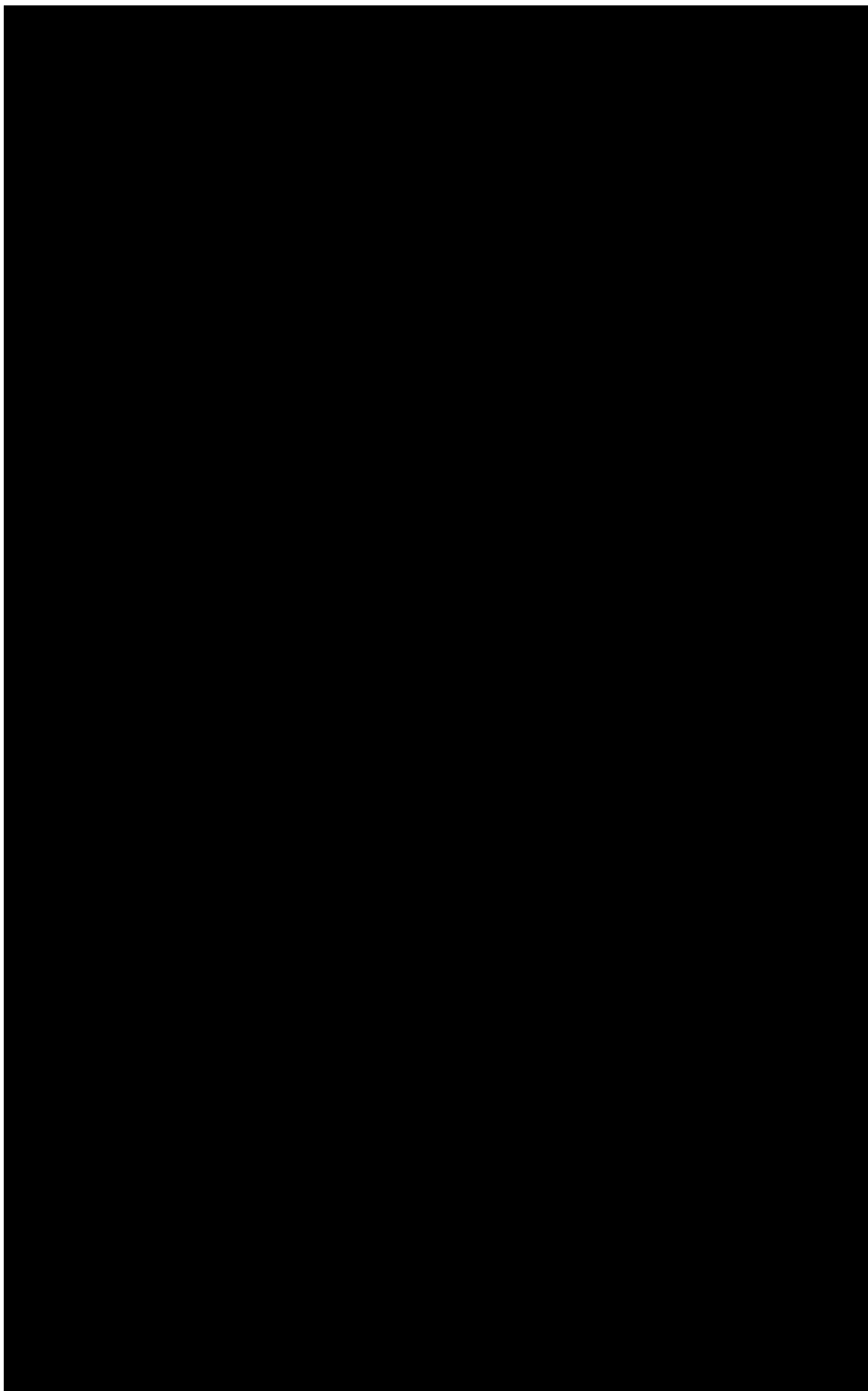


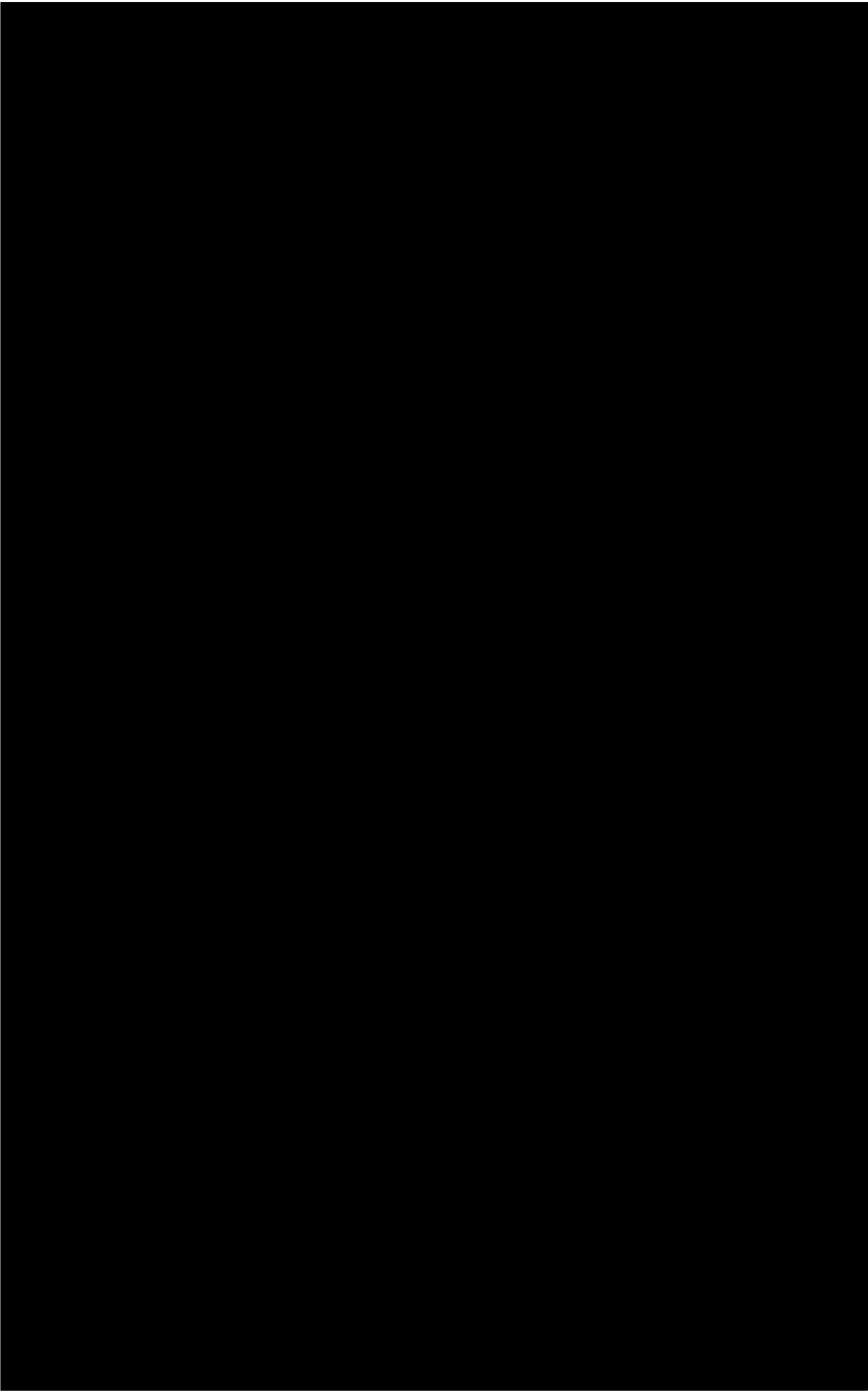






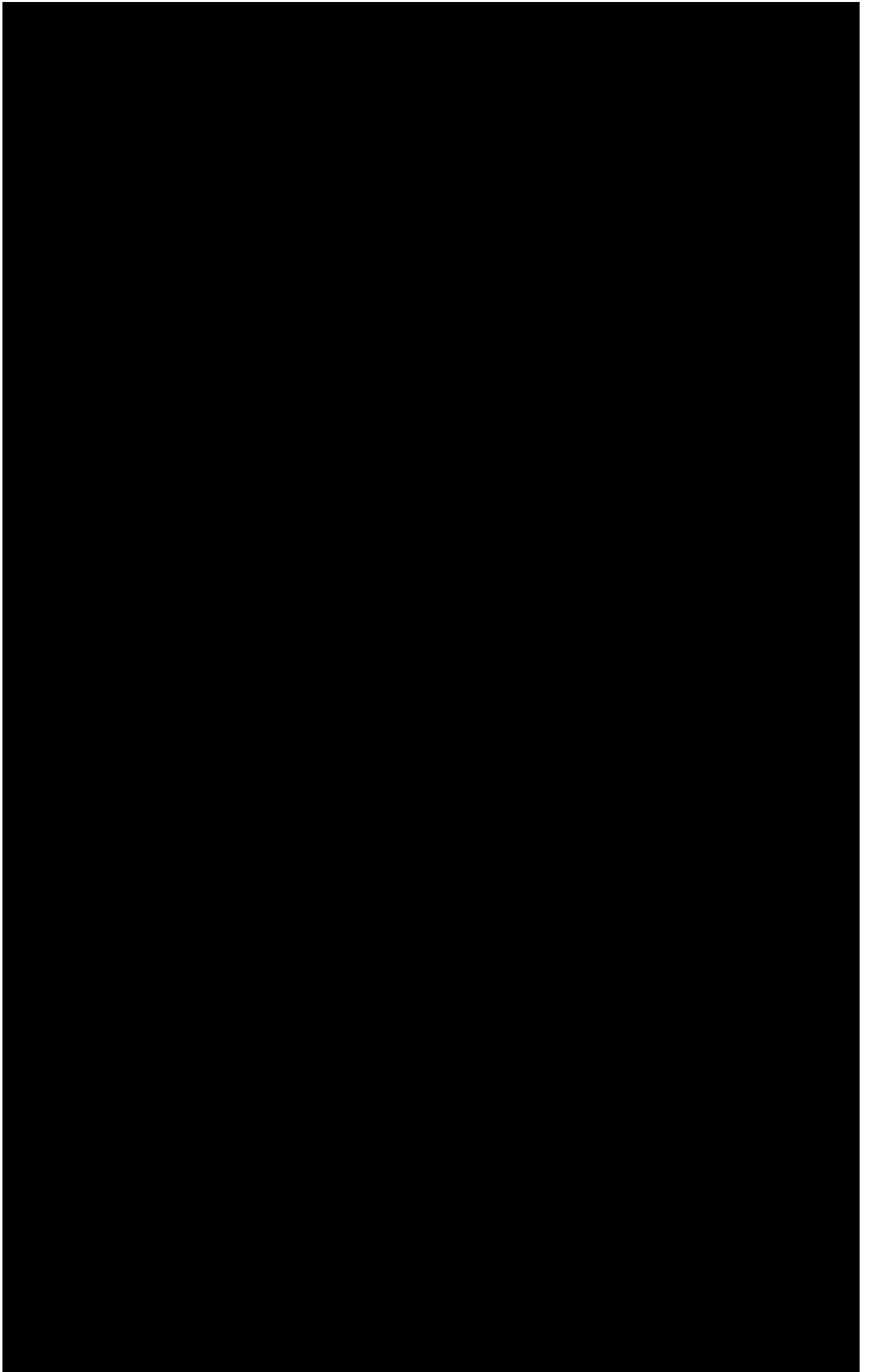


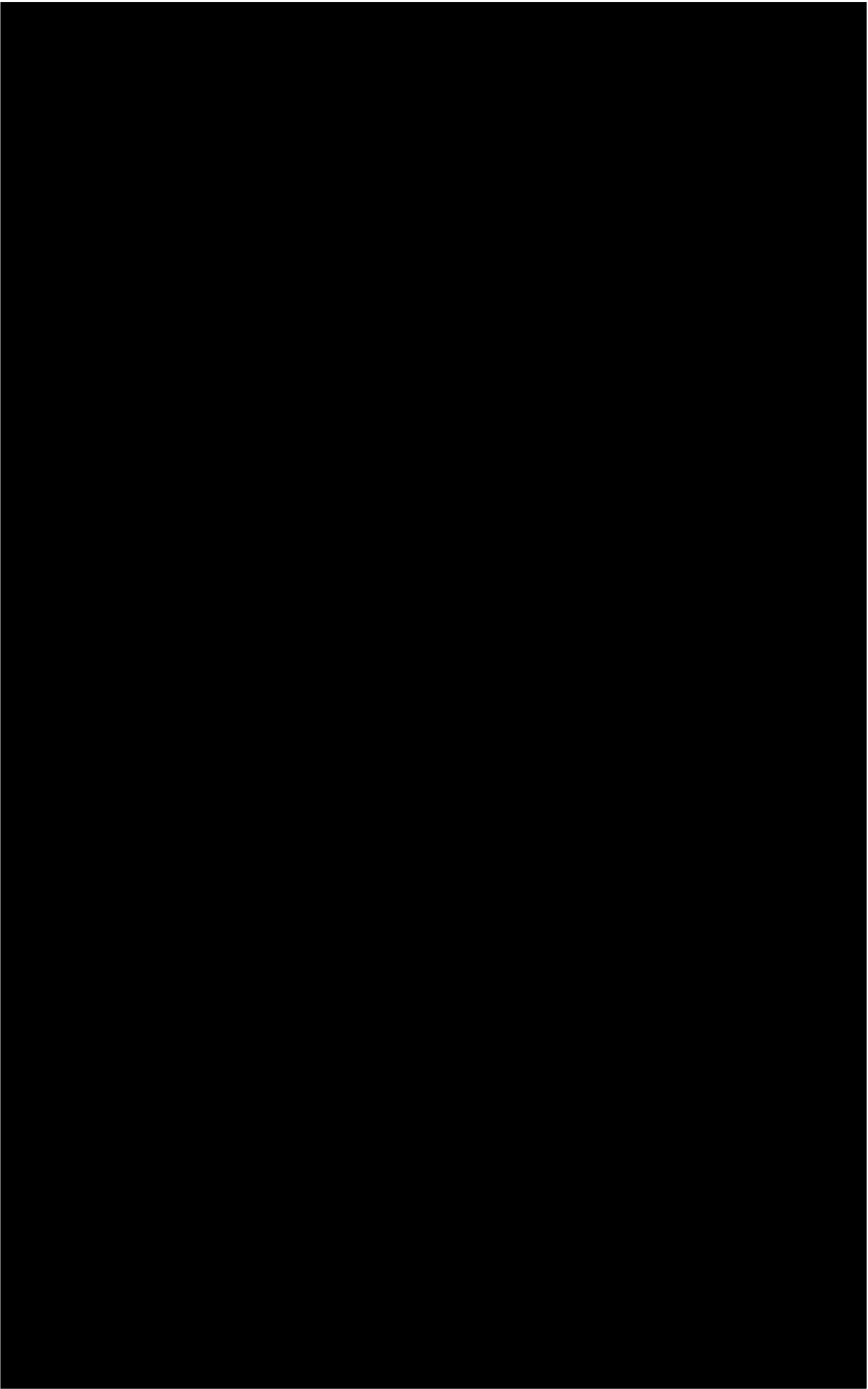




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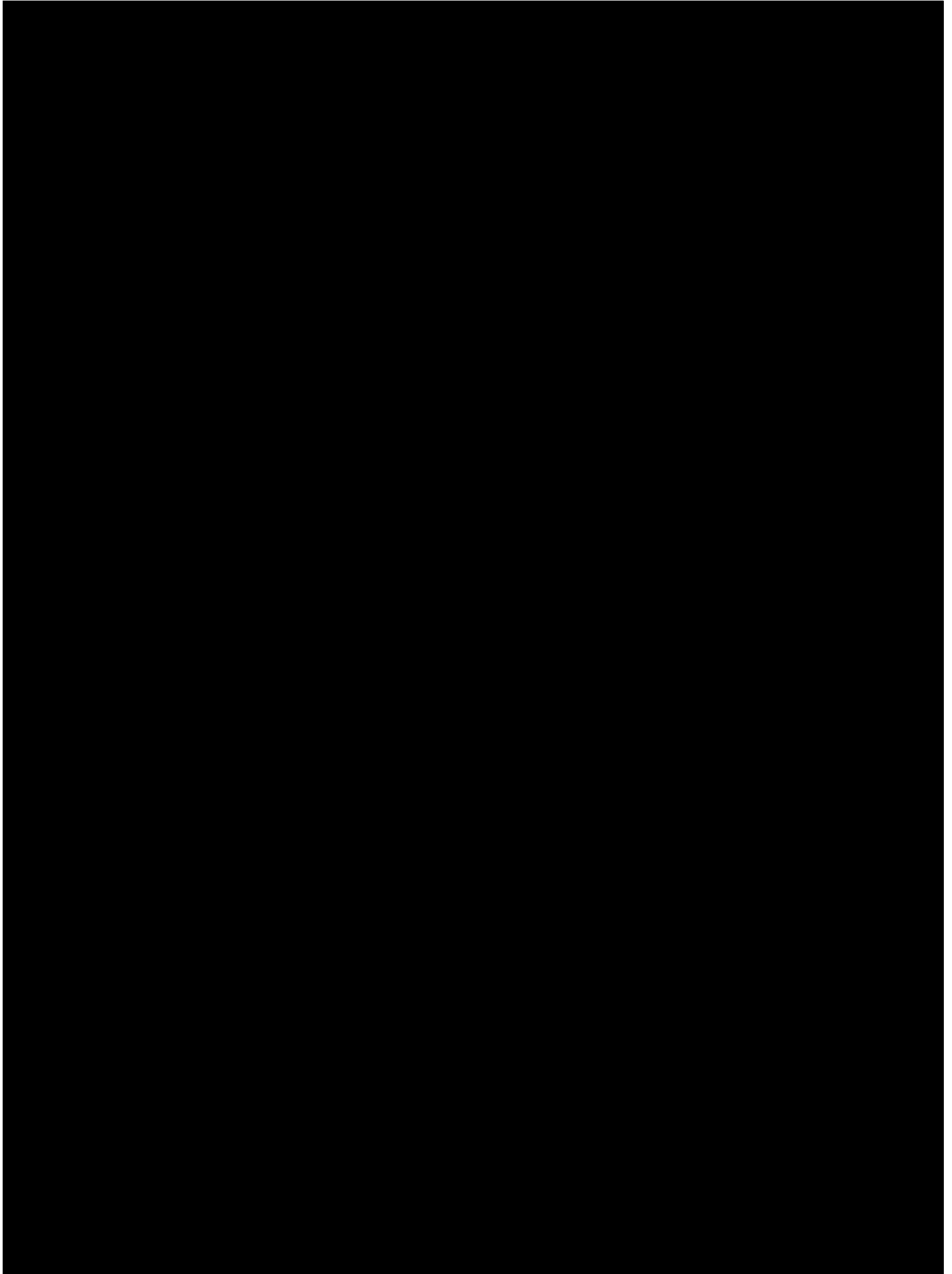
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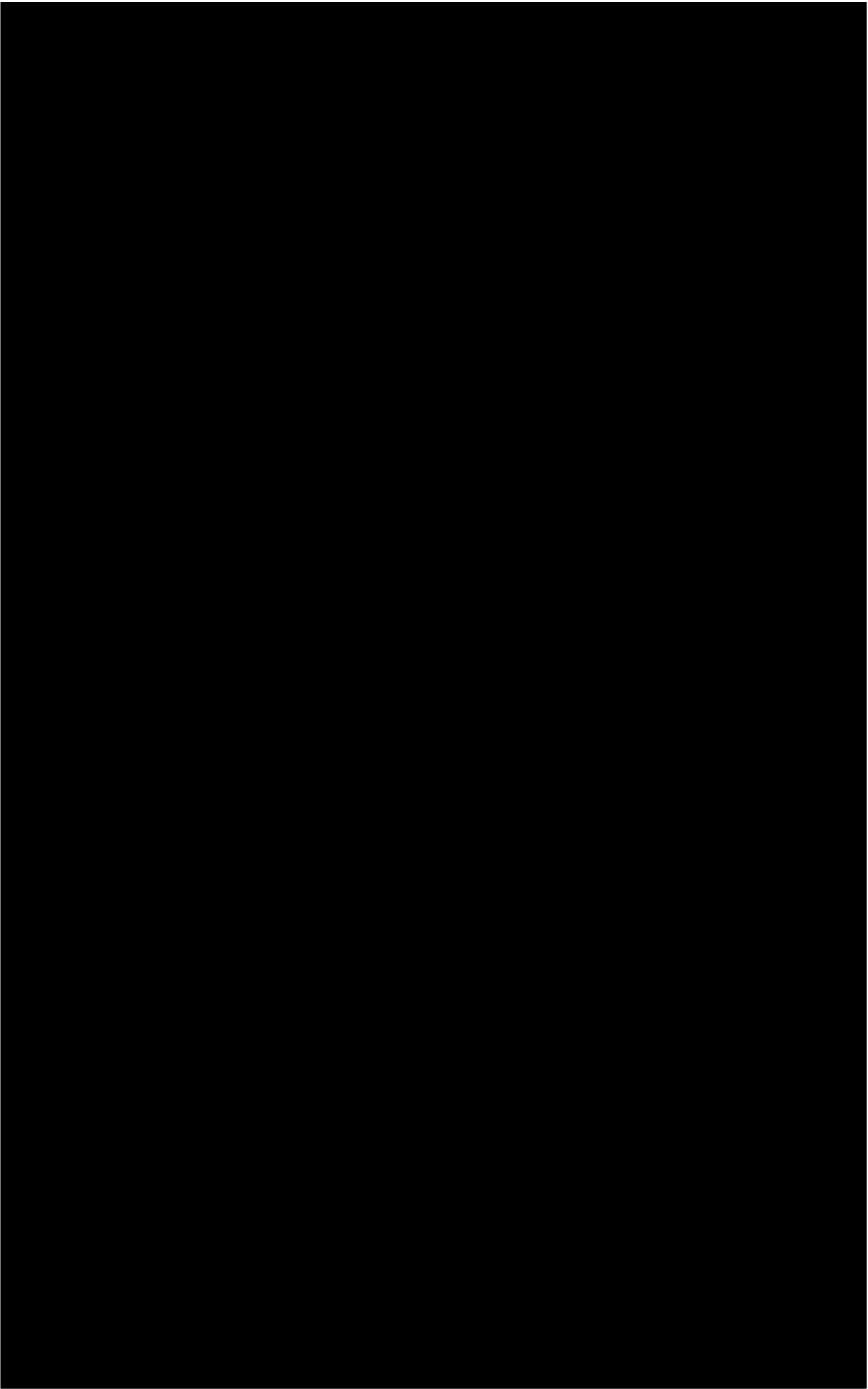
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**SCHEDULE A17C**

**SWM3 PSD/MGF Contractor Cooperation and Integration Deed**

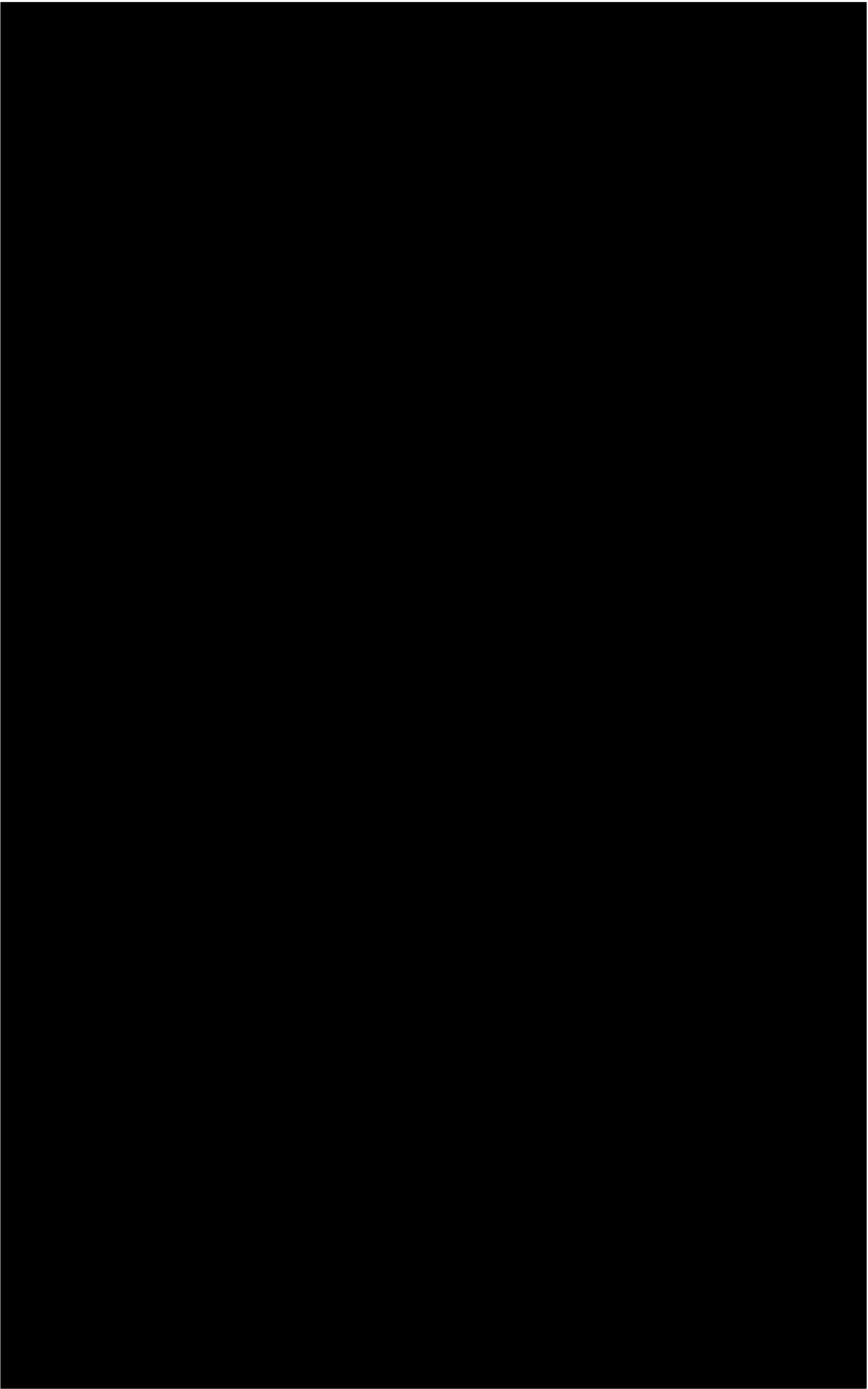
(Clauses 1.1, 3.2 and 3.4)





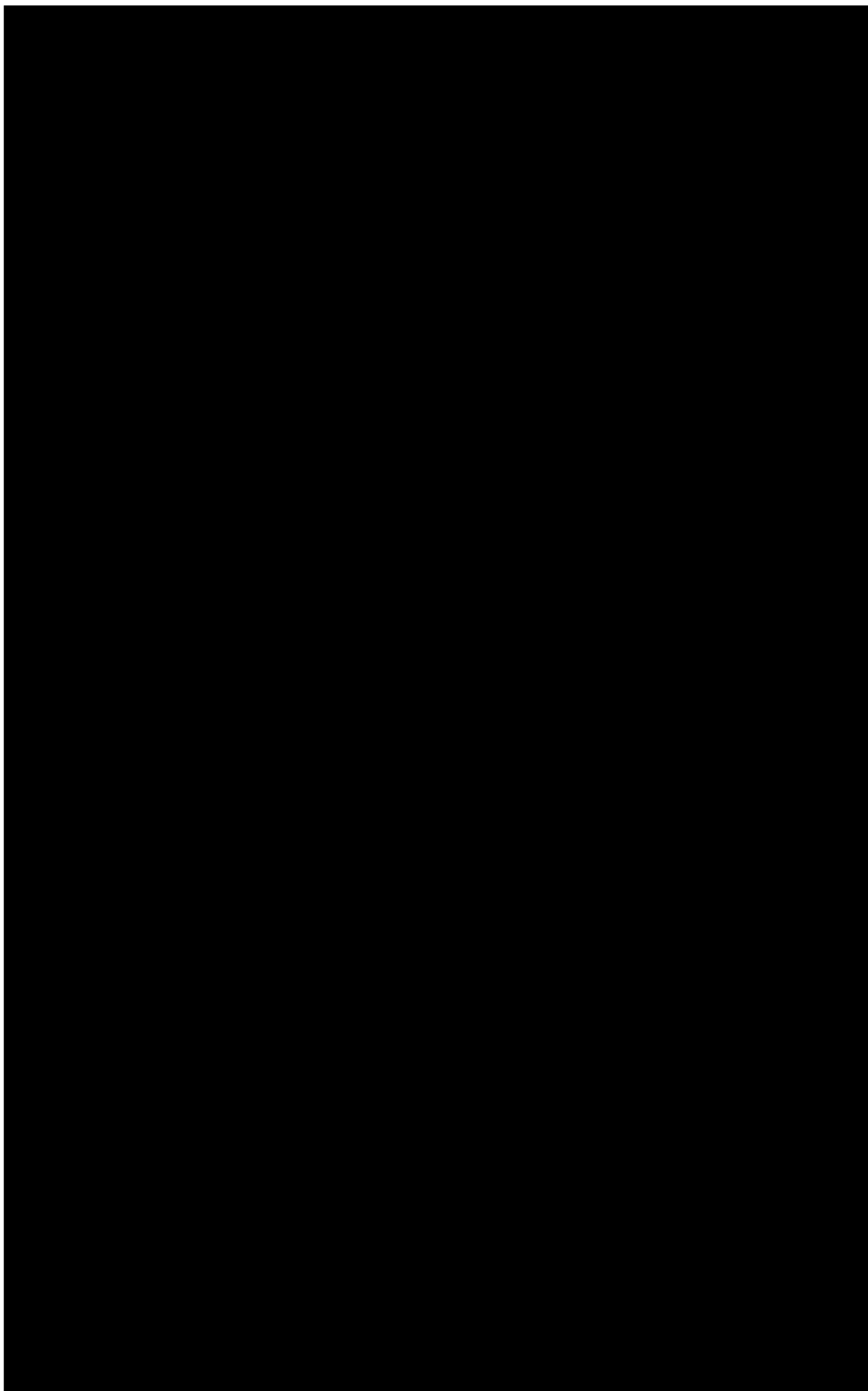
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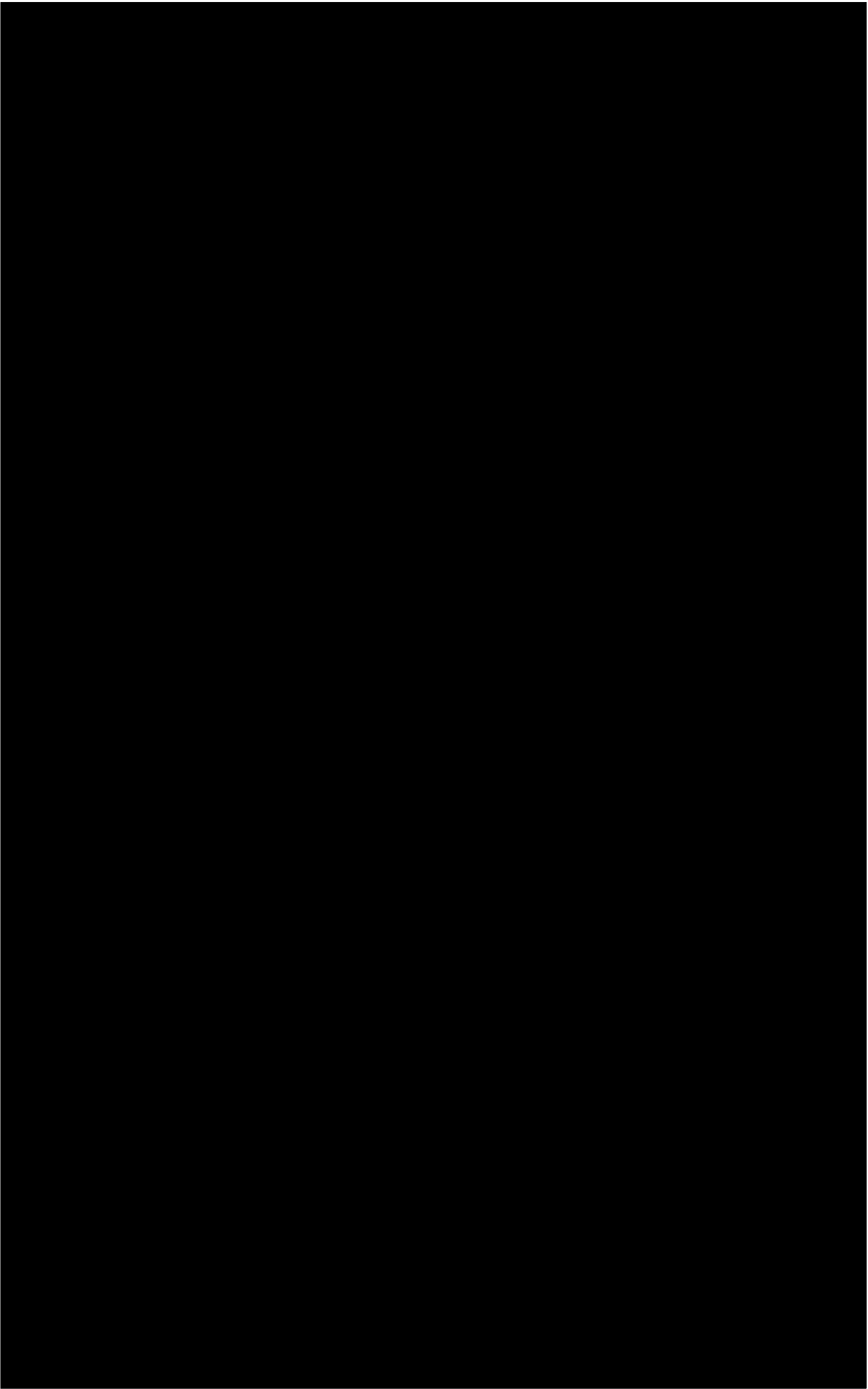


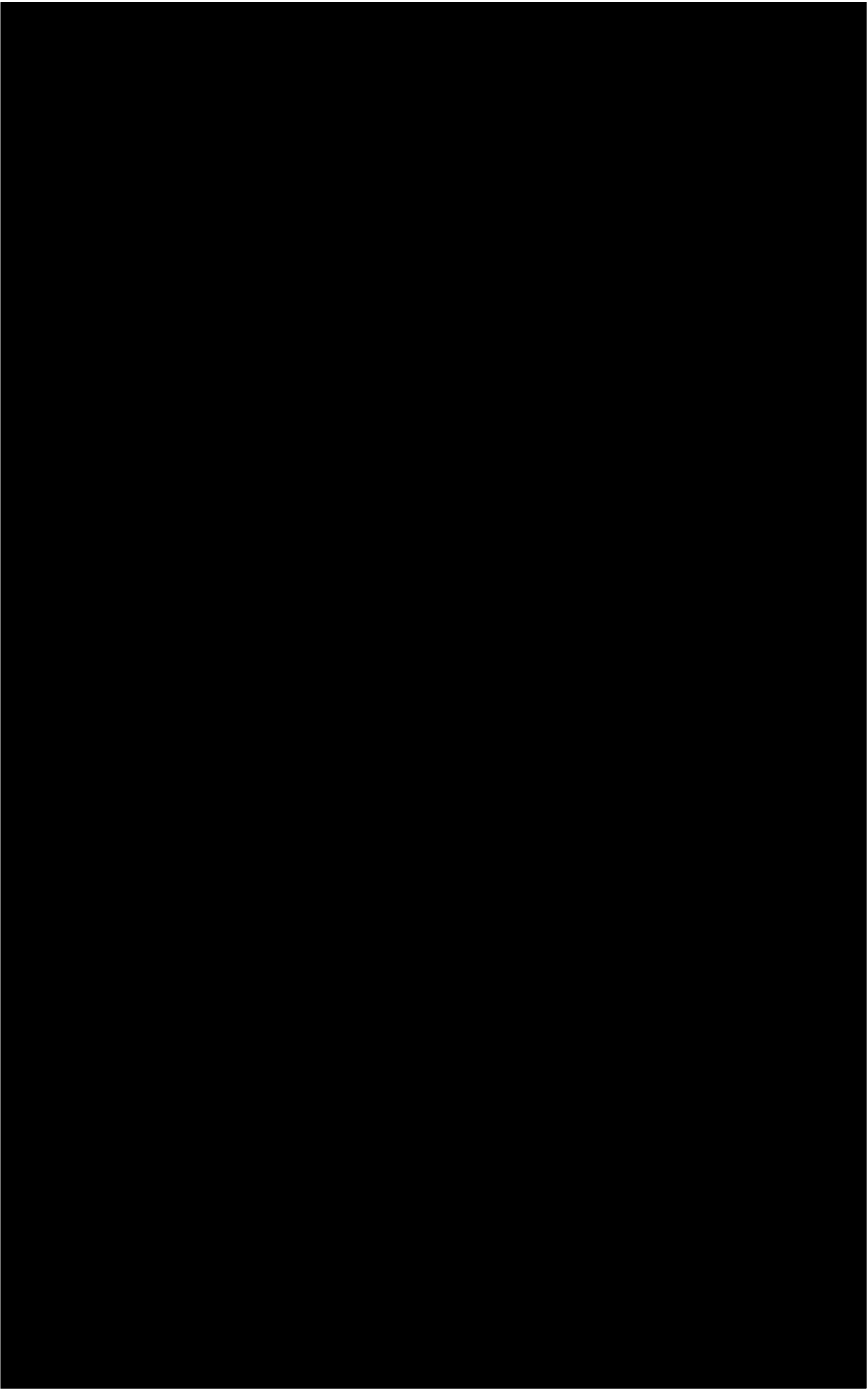
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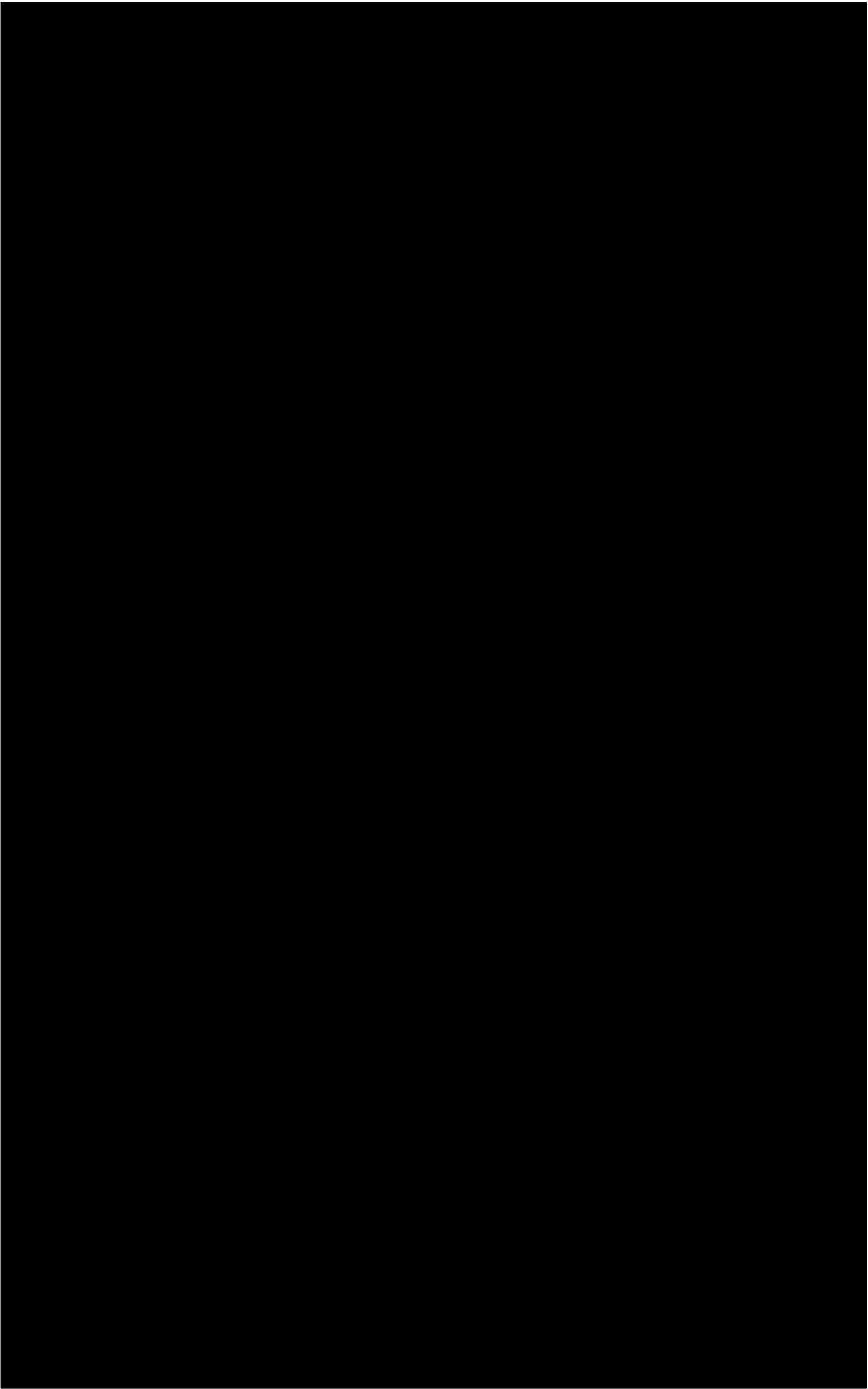


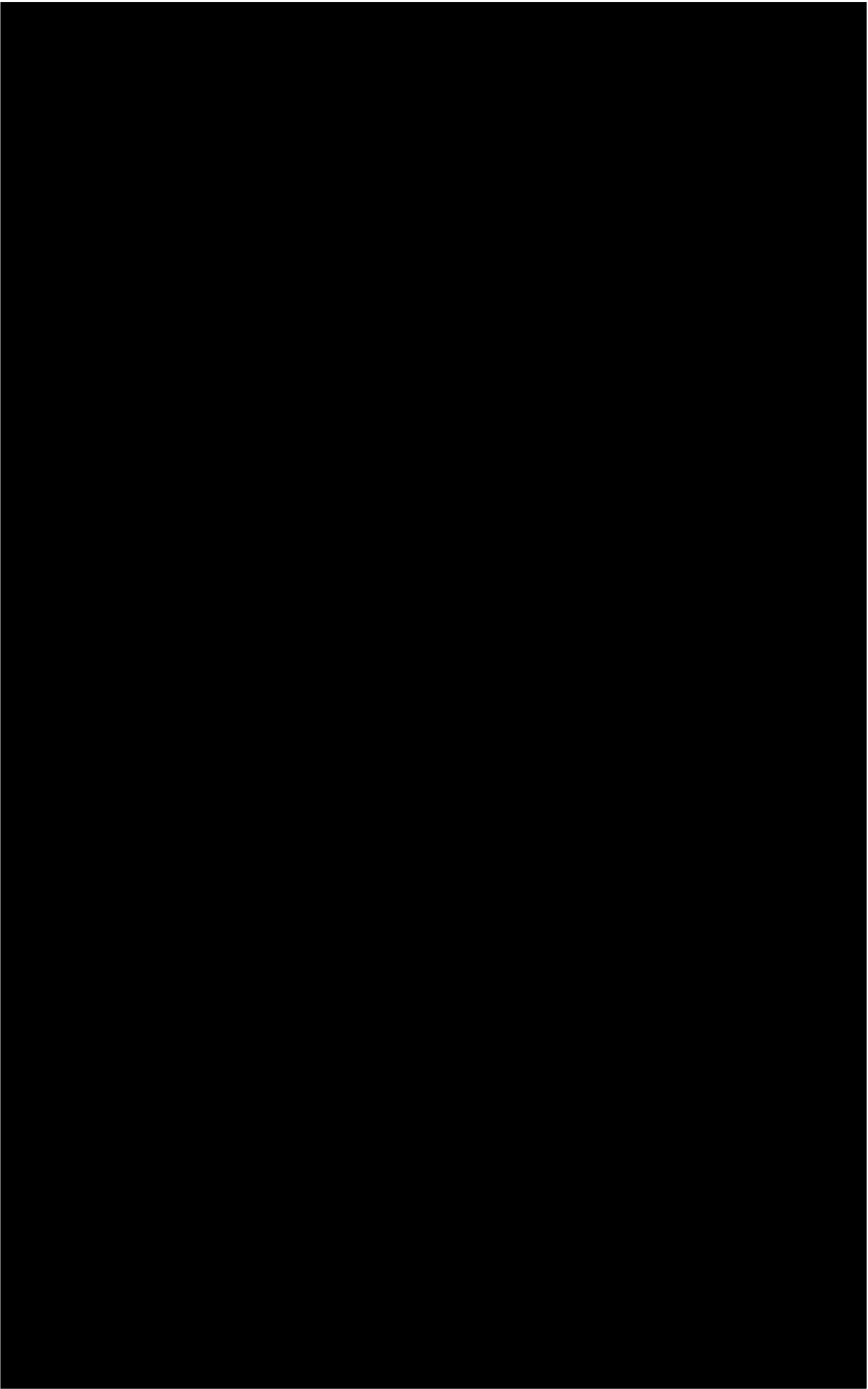


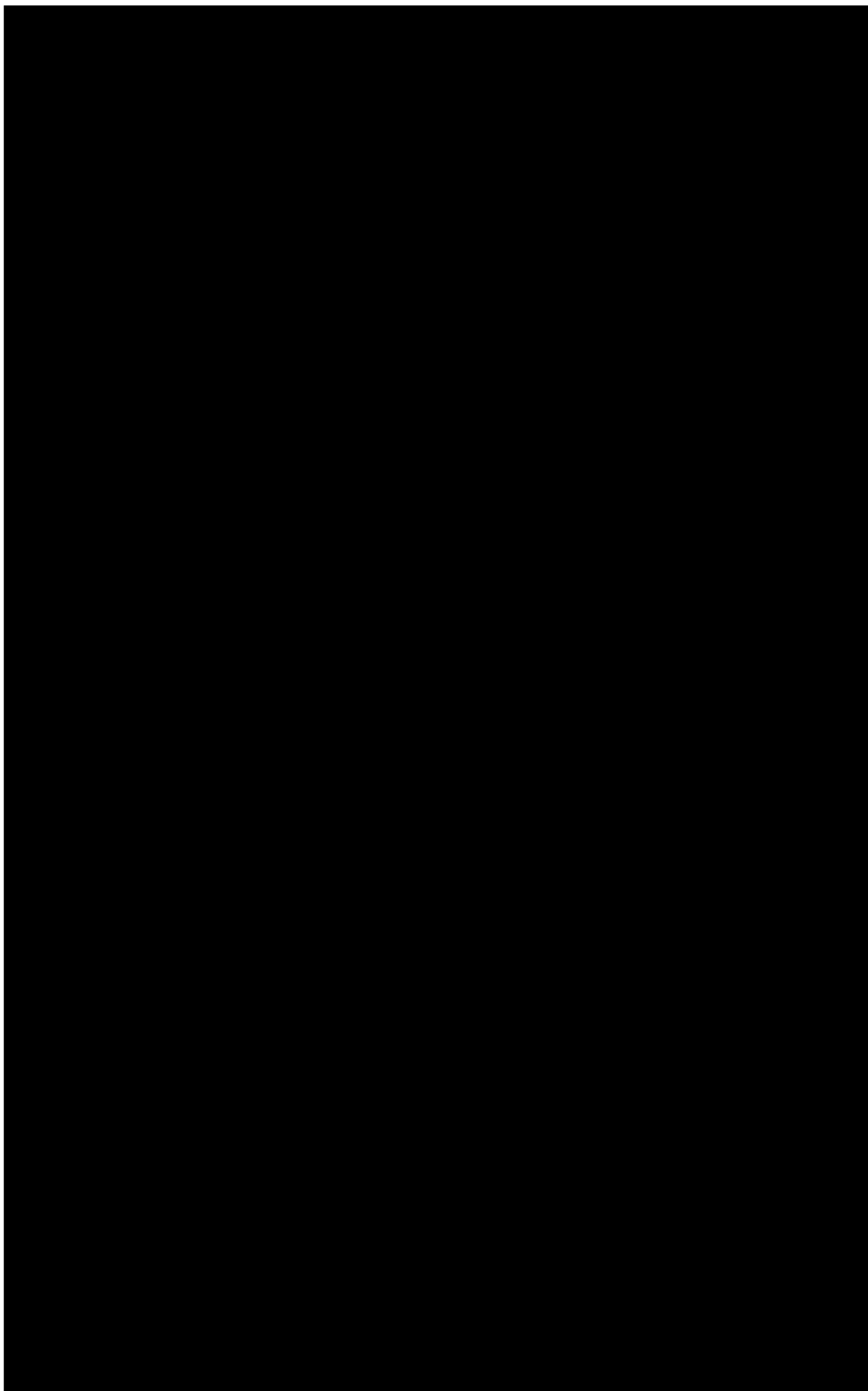


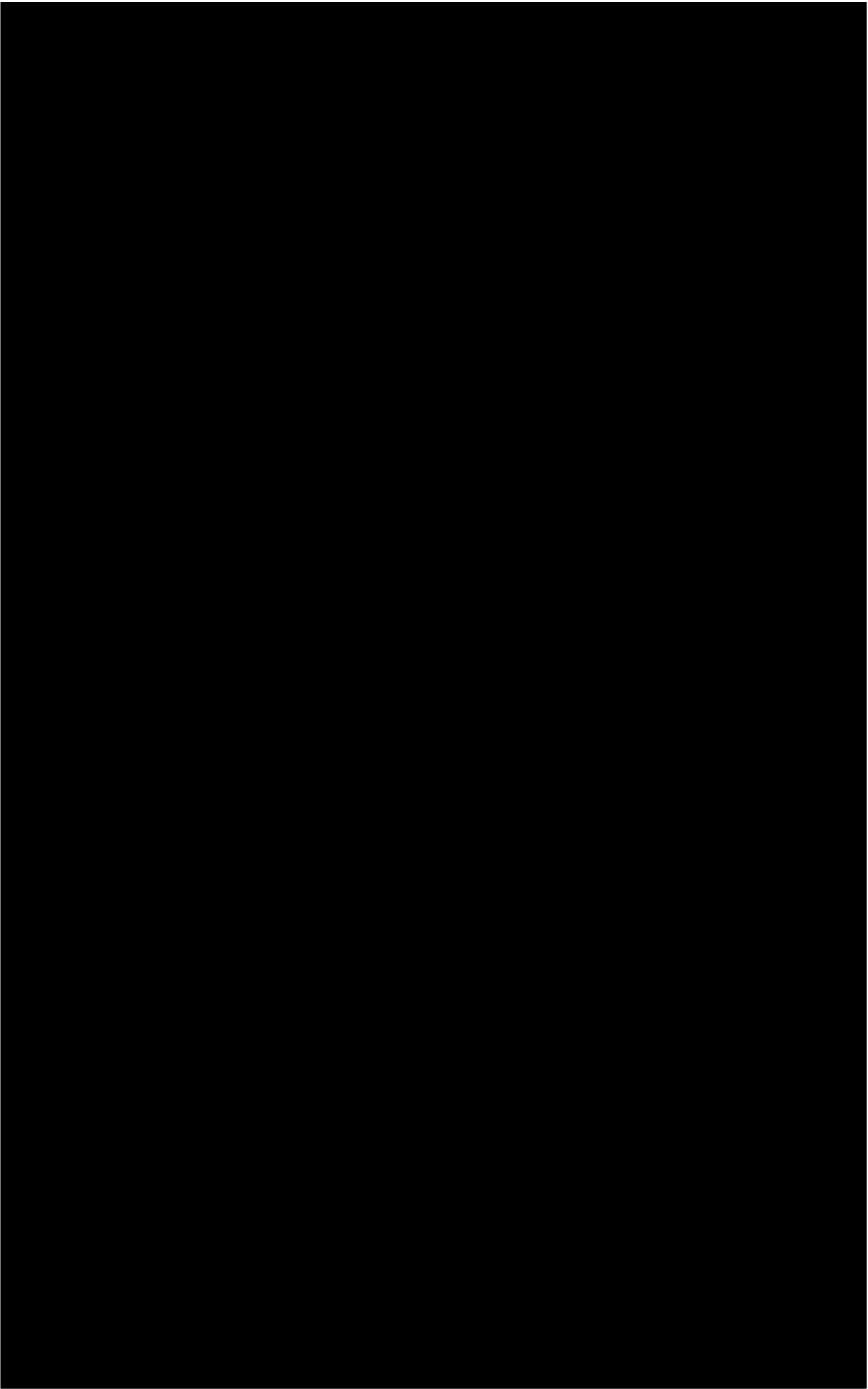
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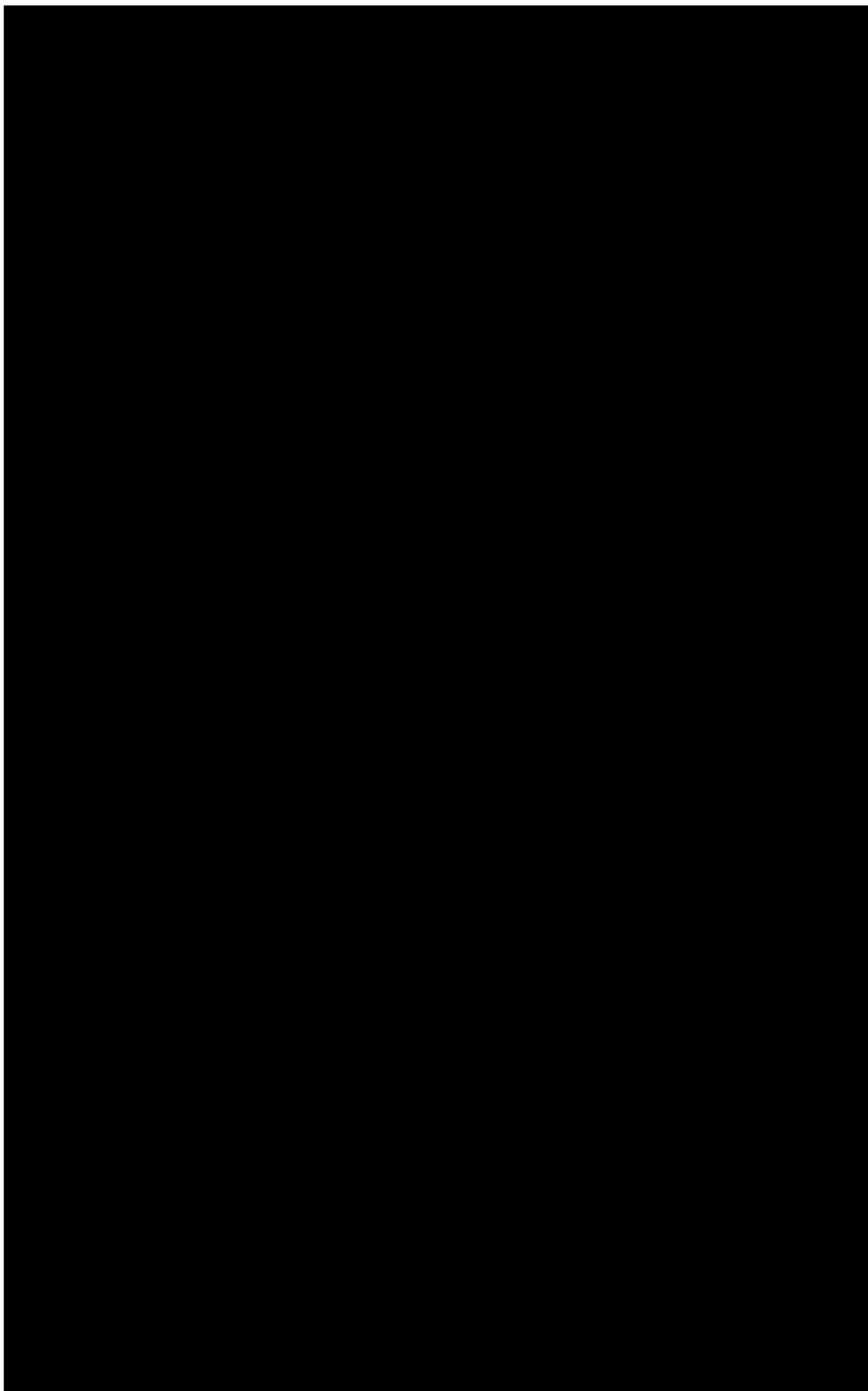


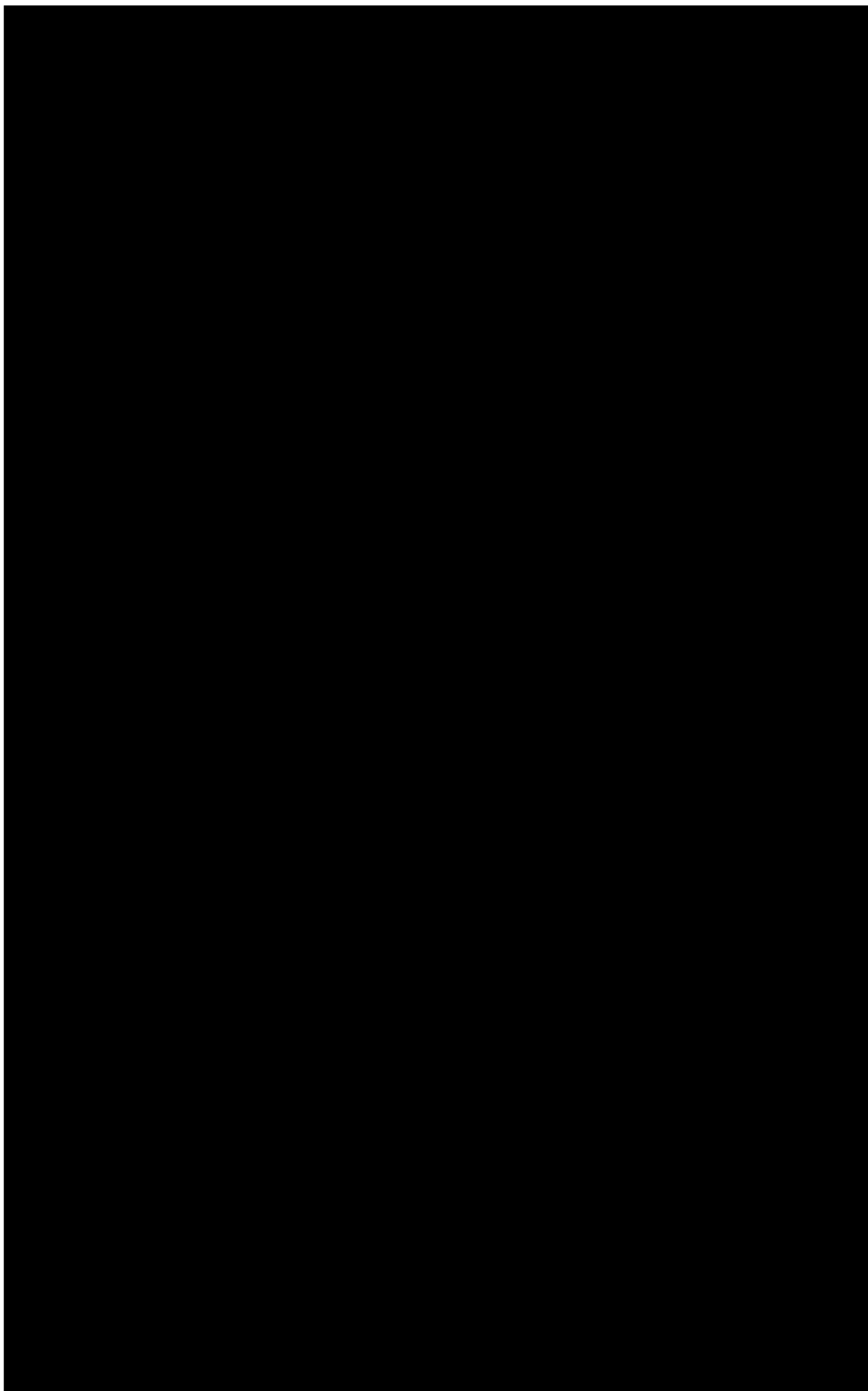




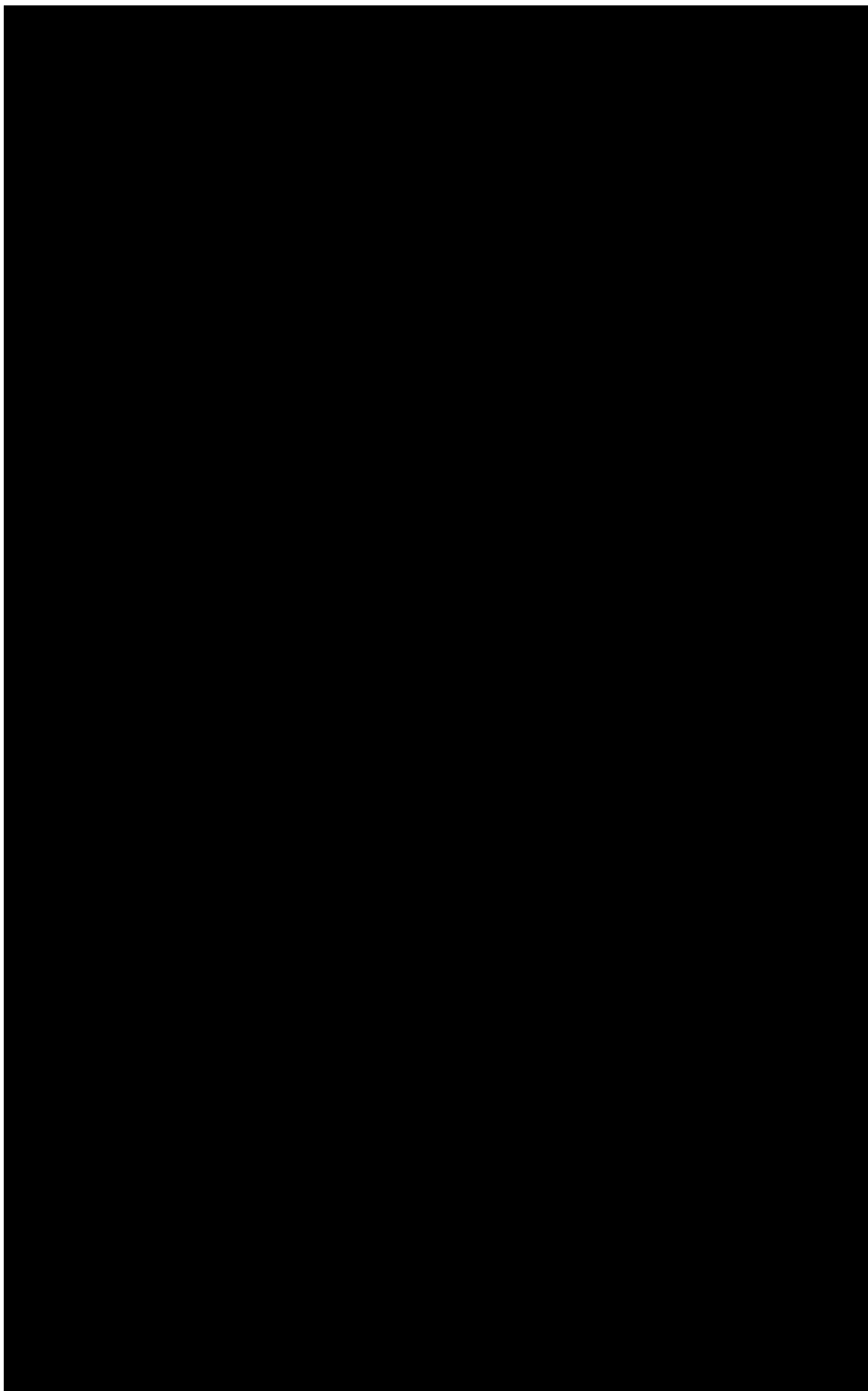
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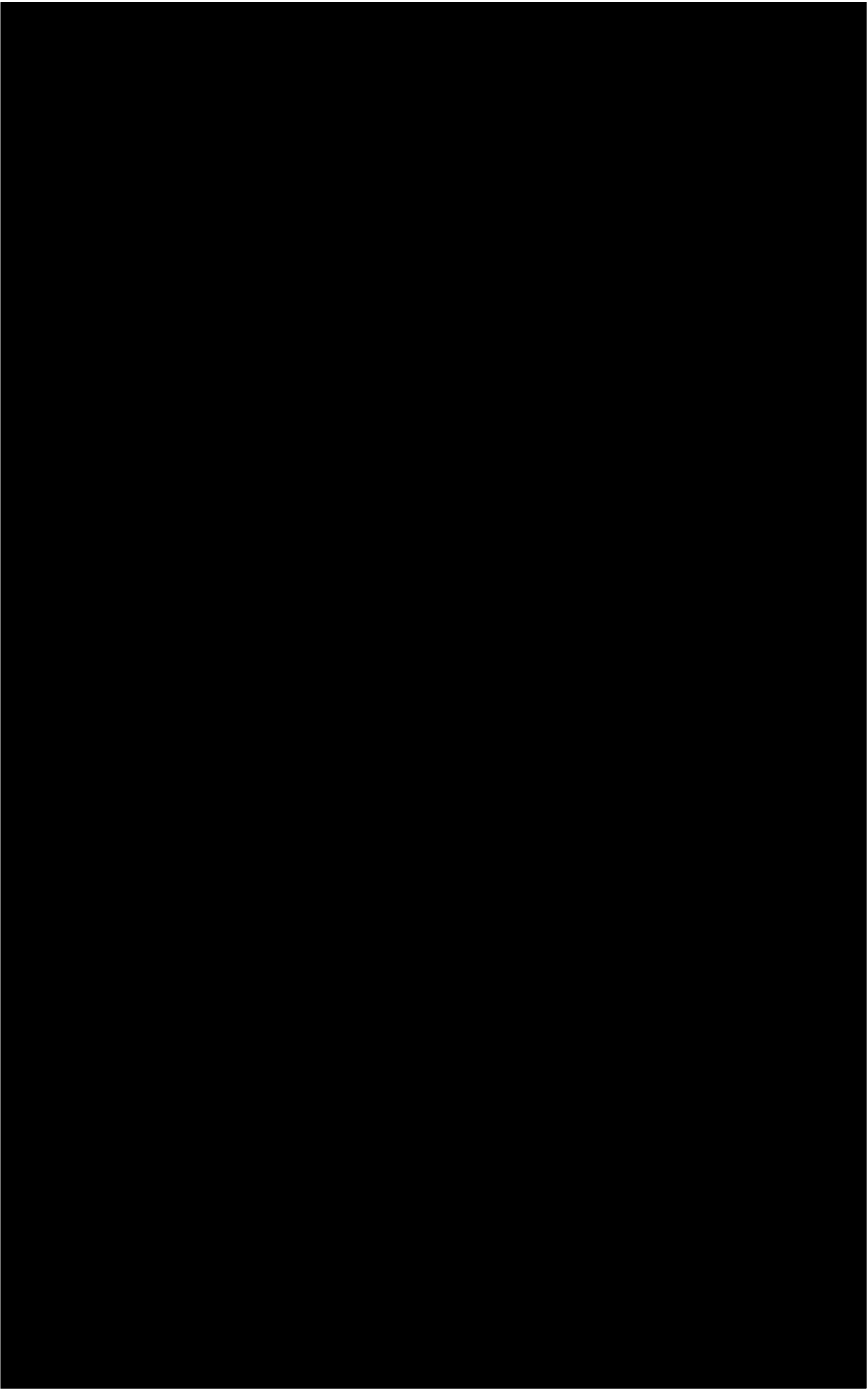
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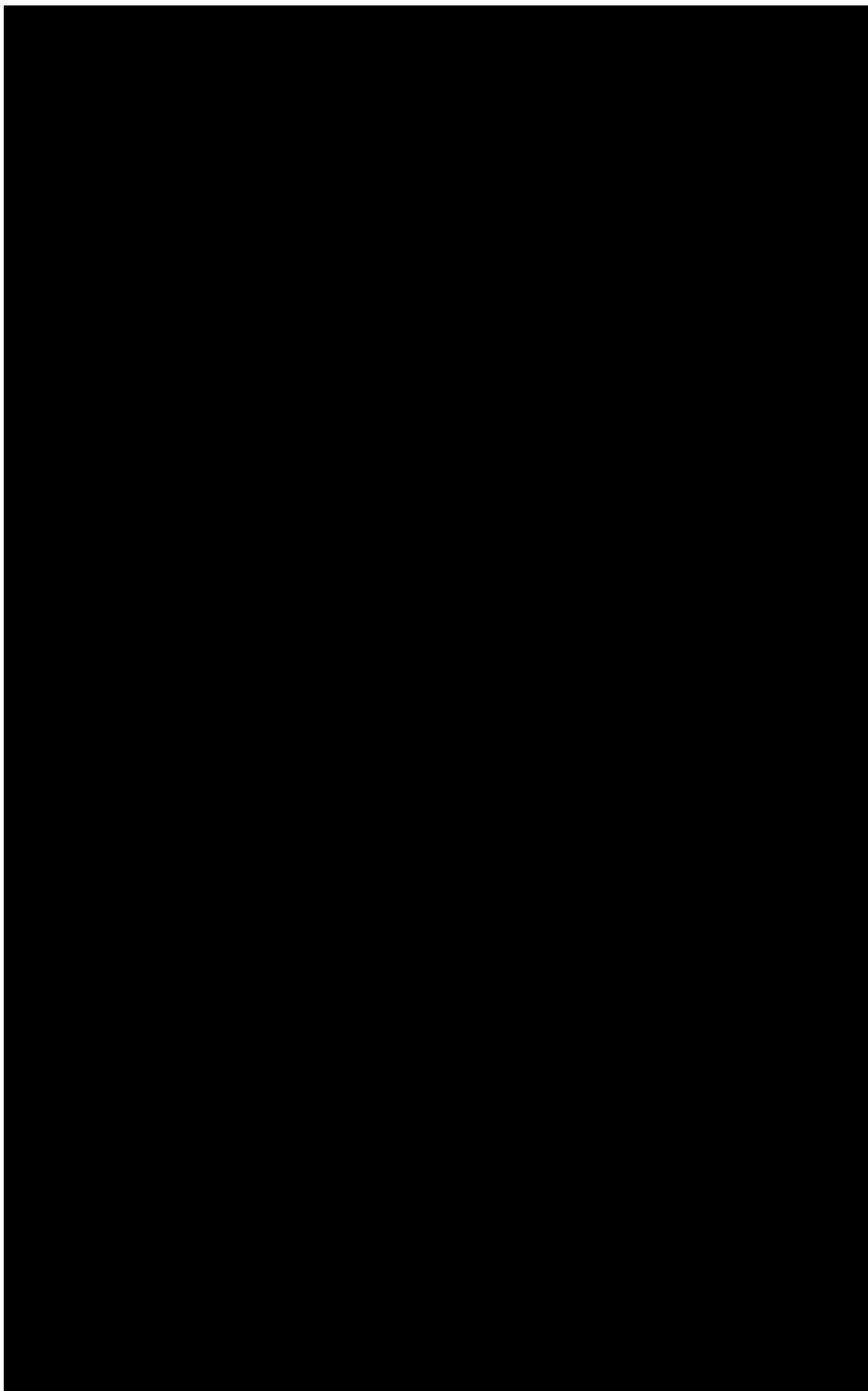


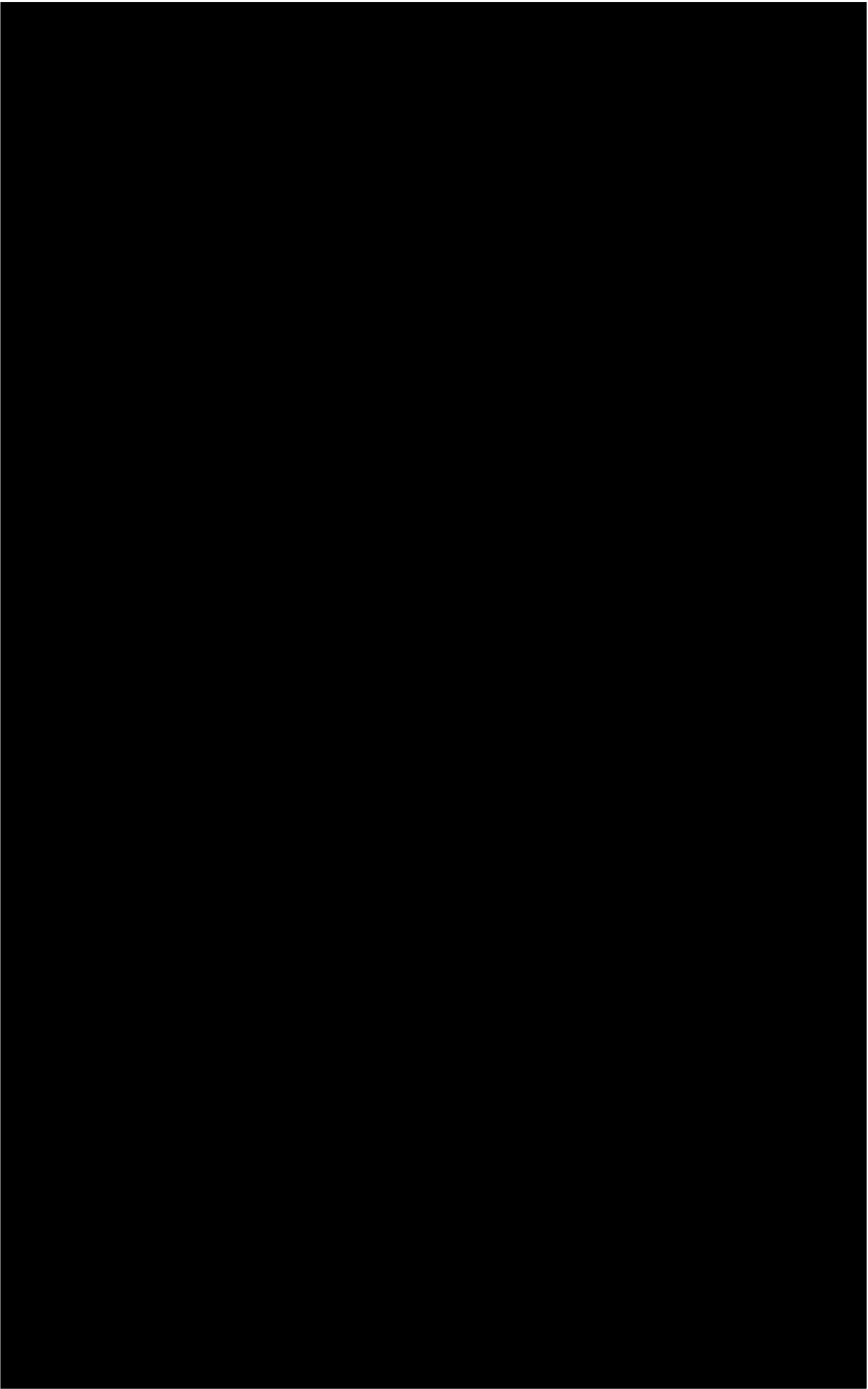




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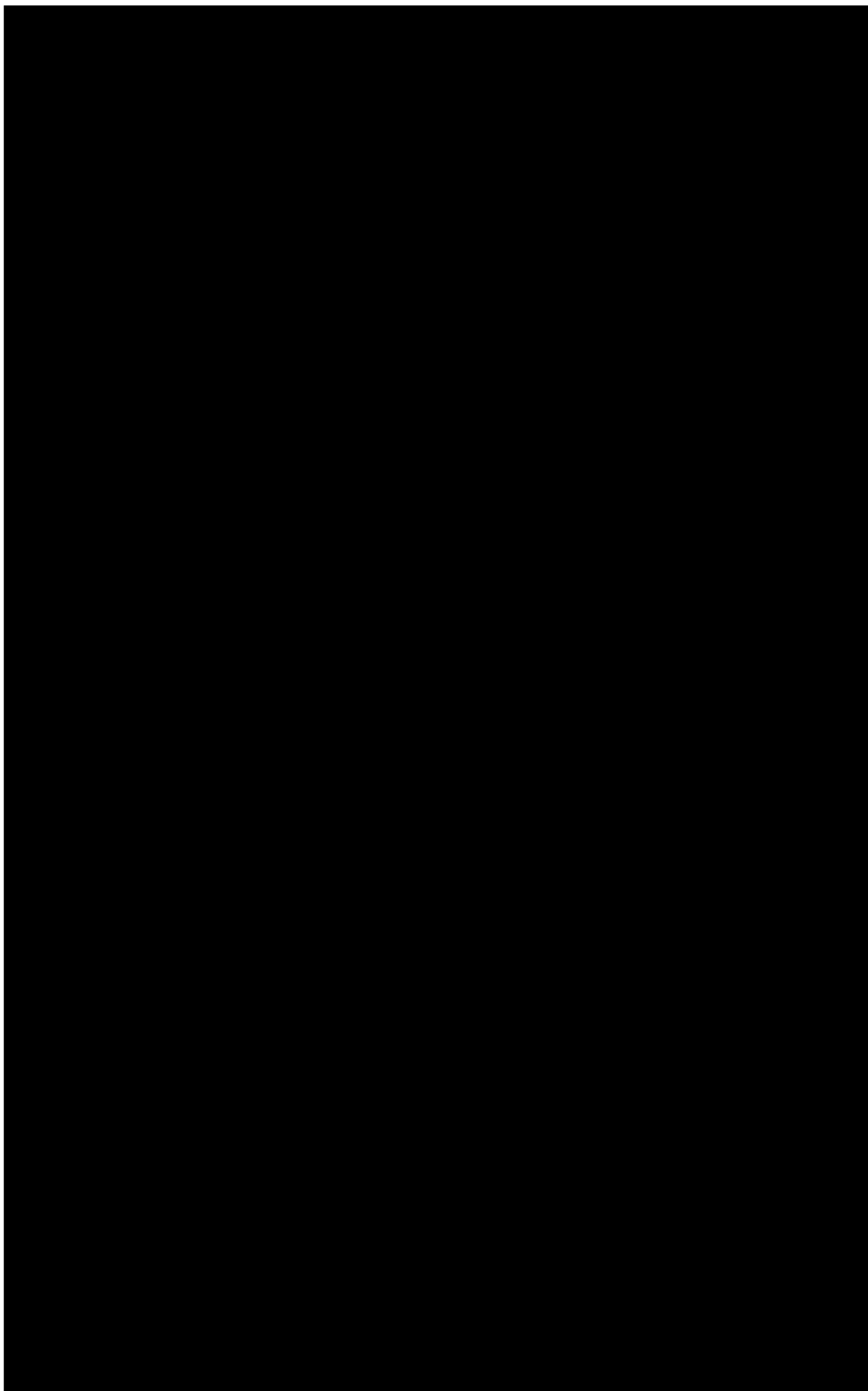
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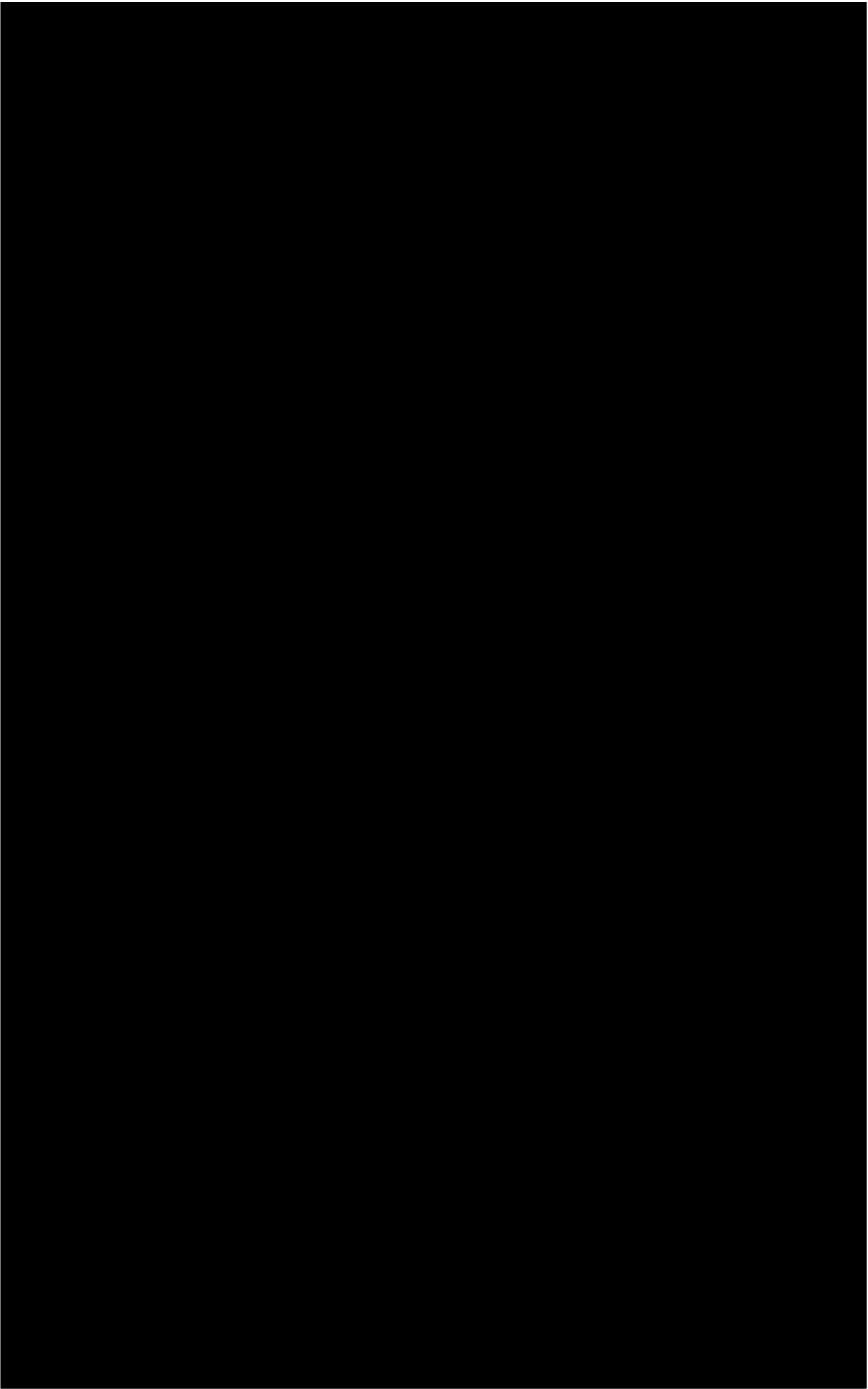
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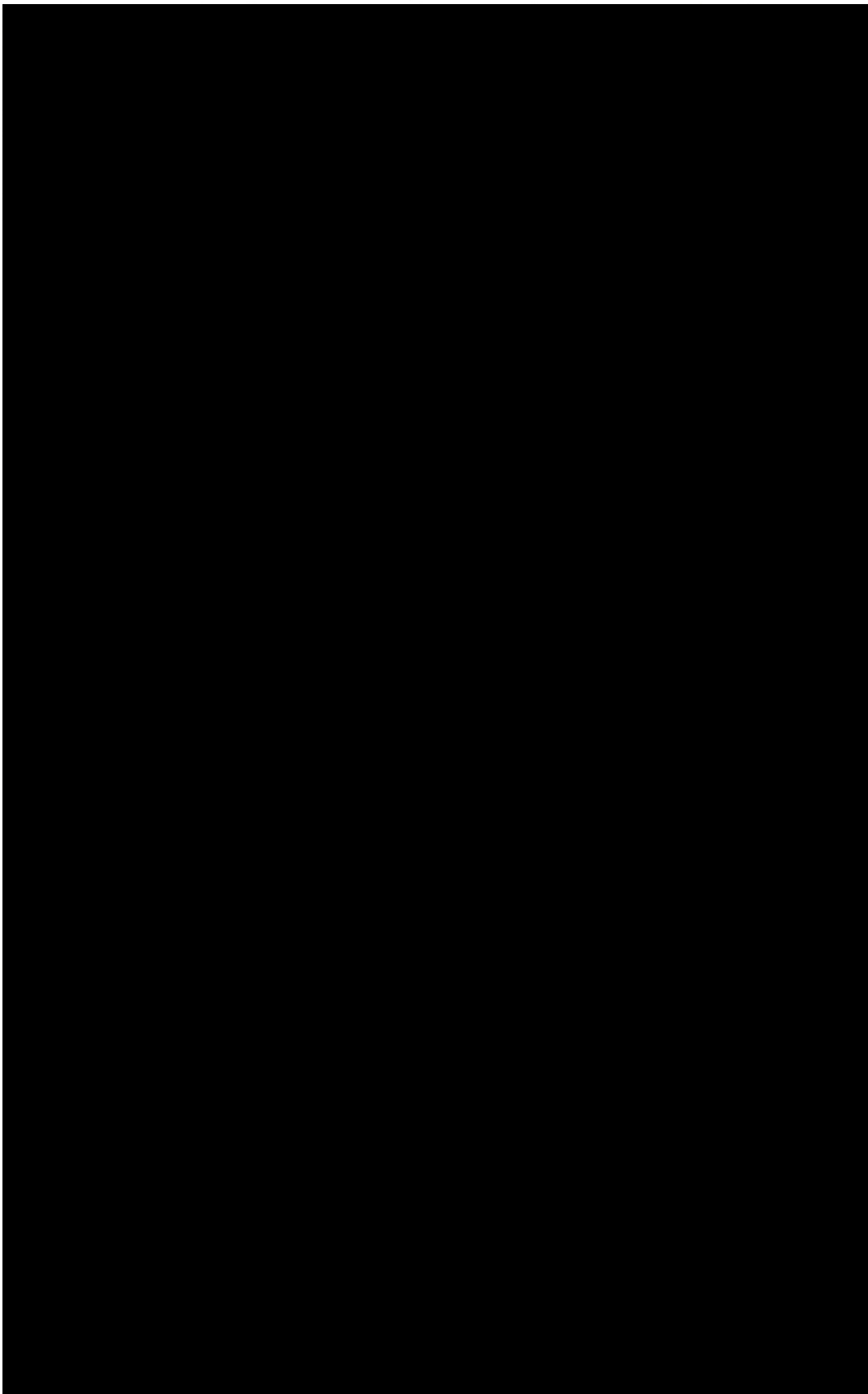
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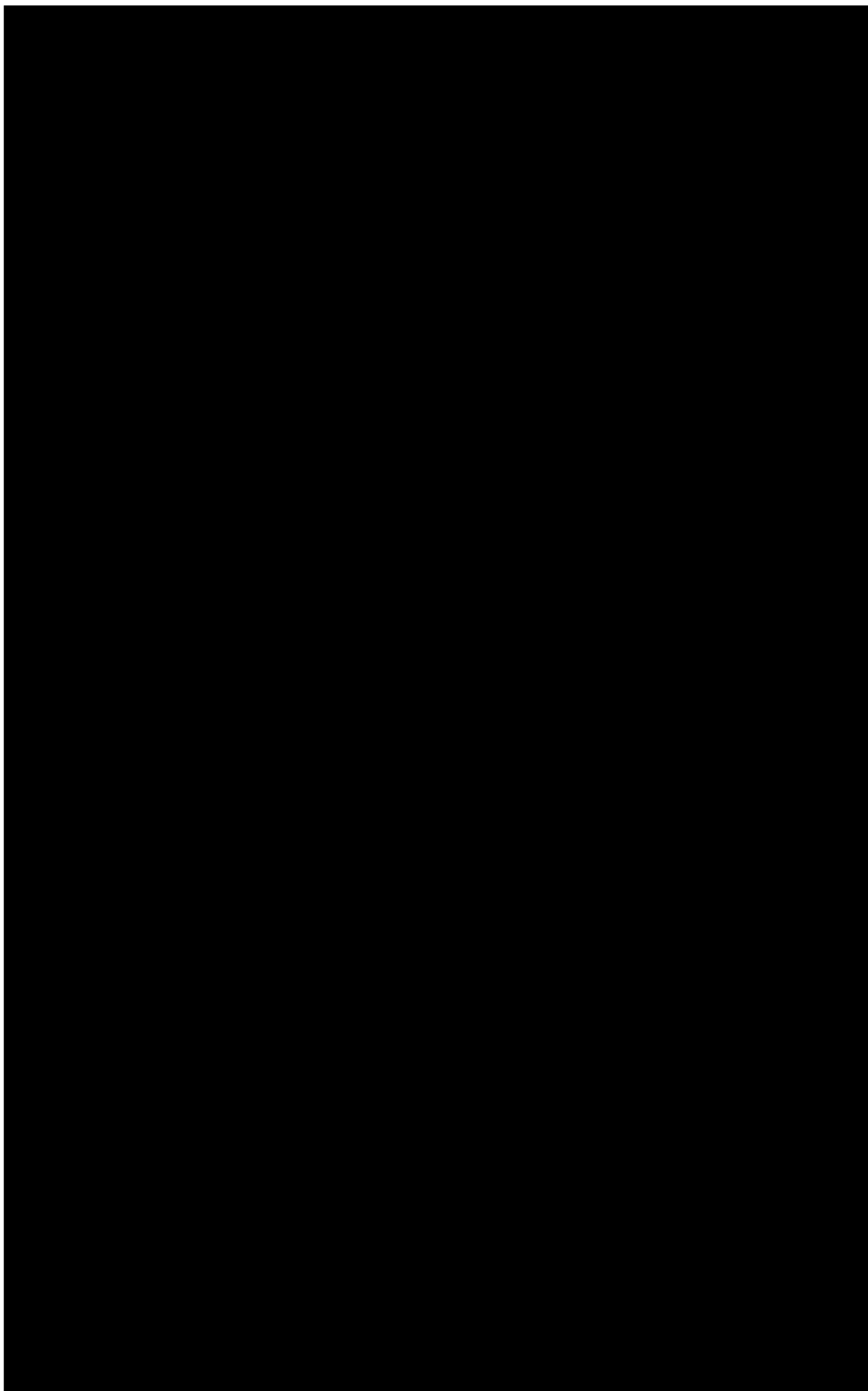
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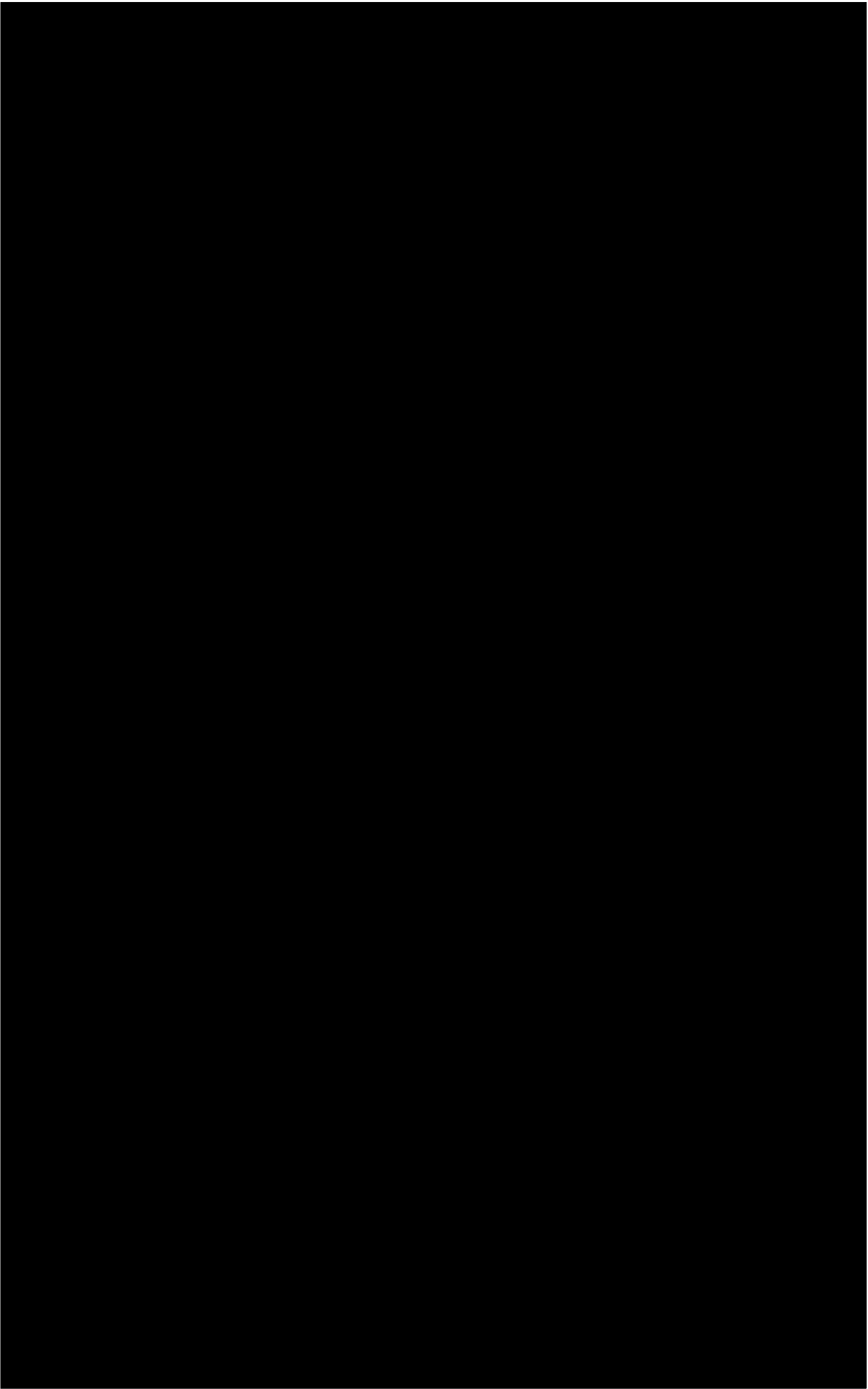
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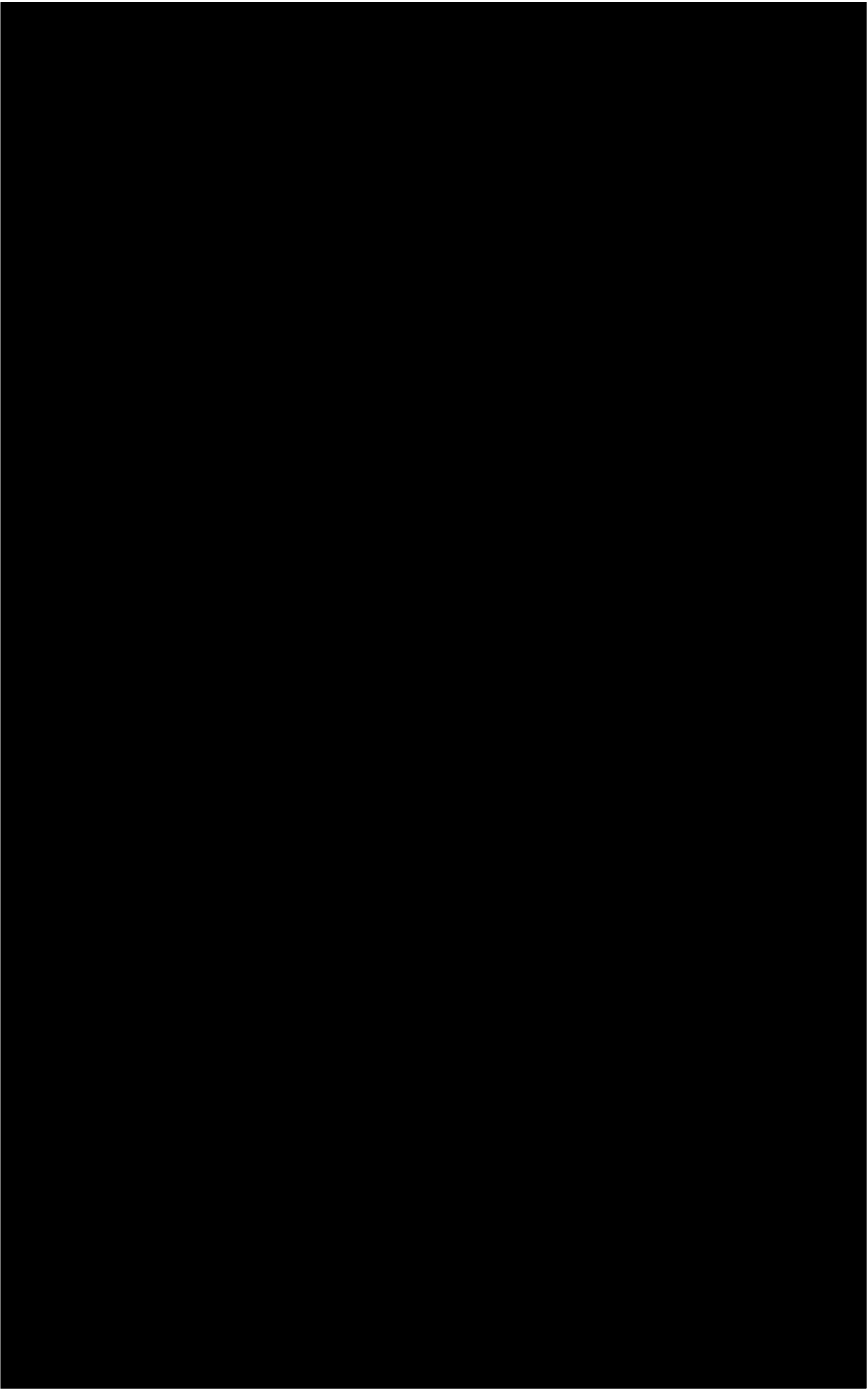
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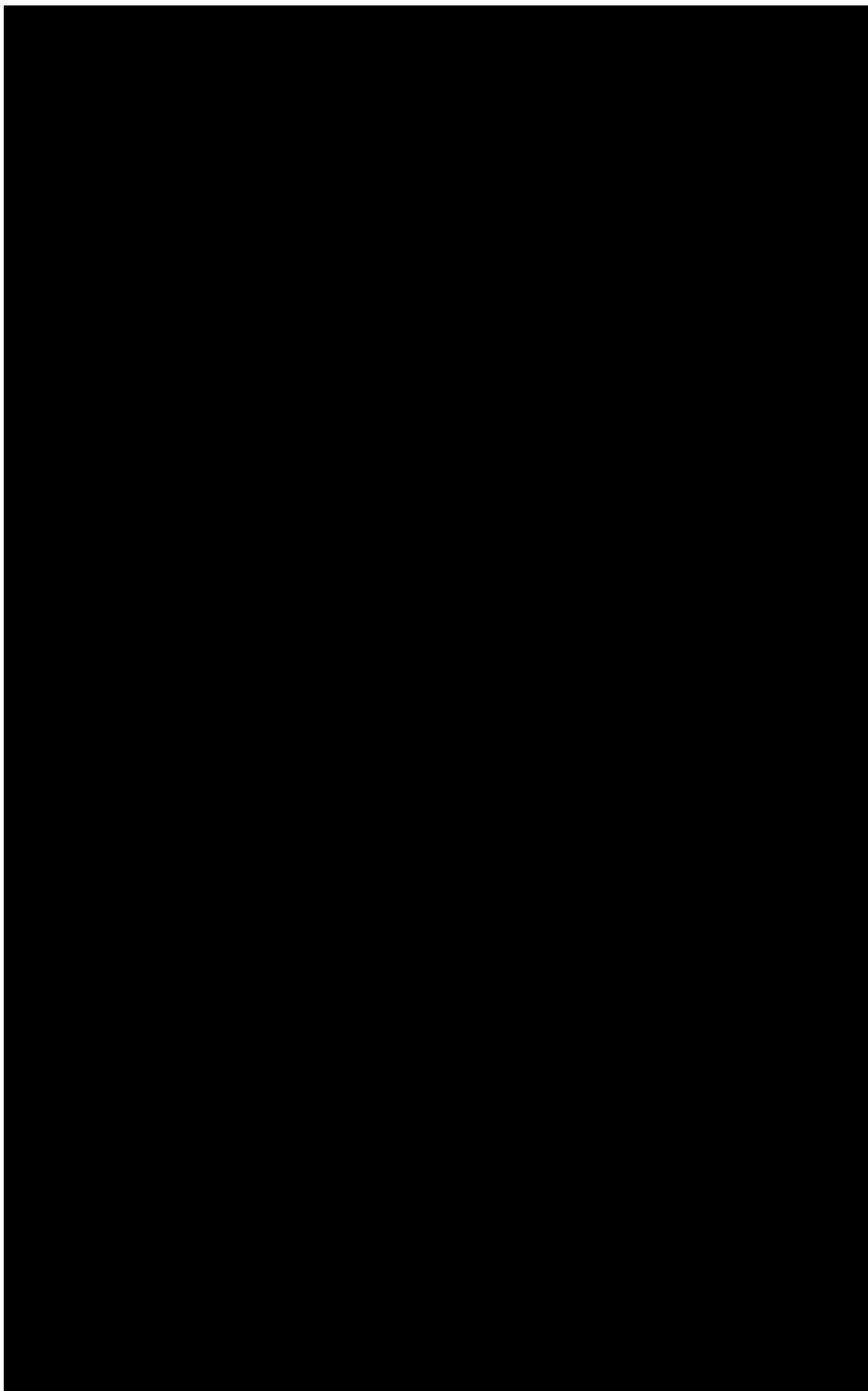


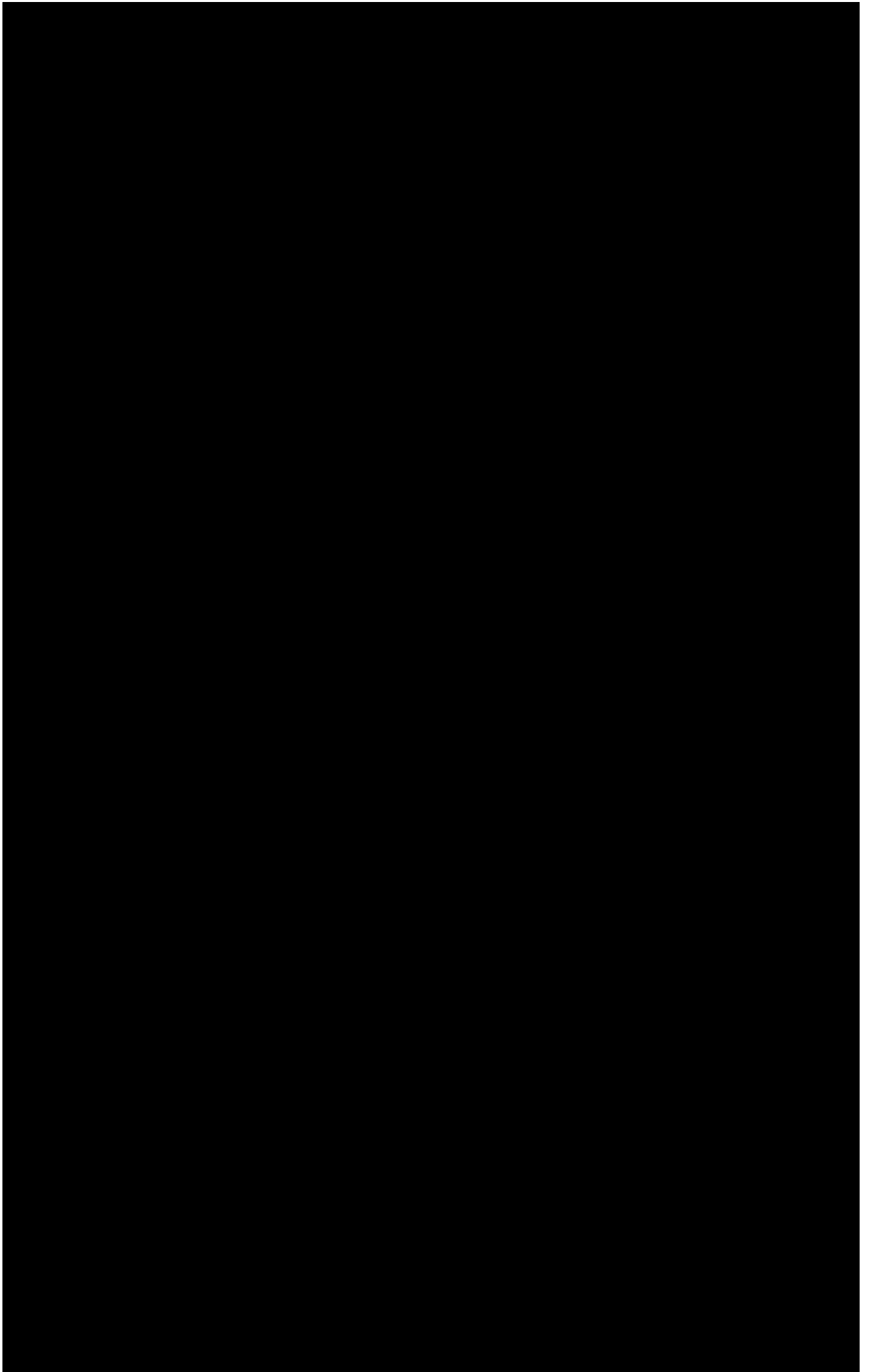


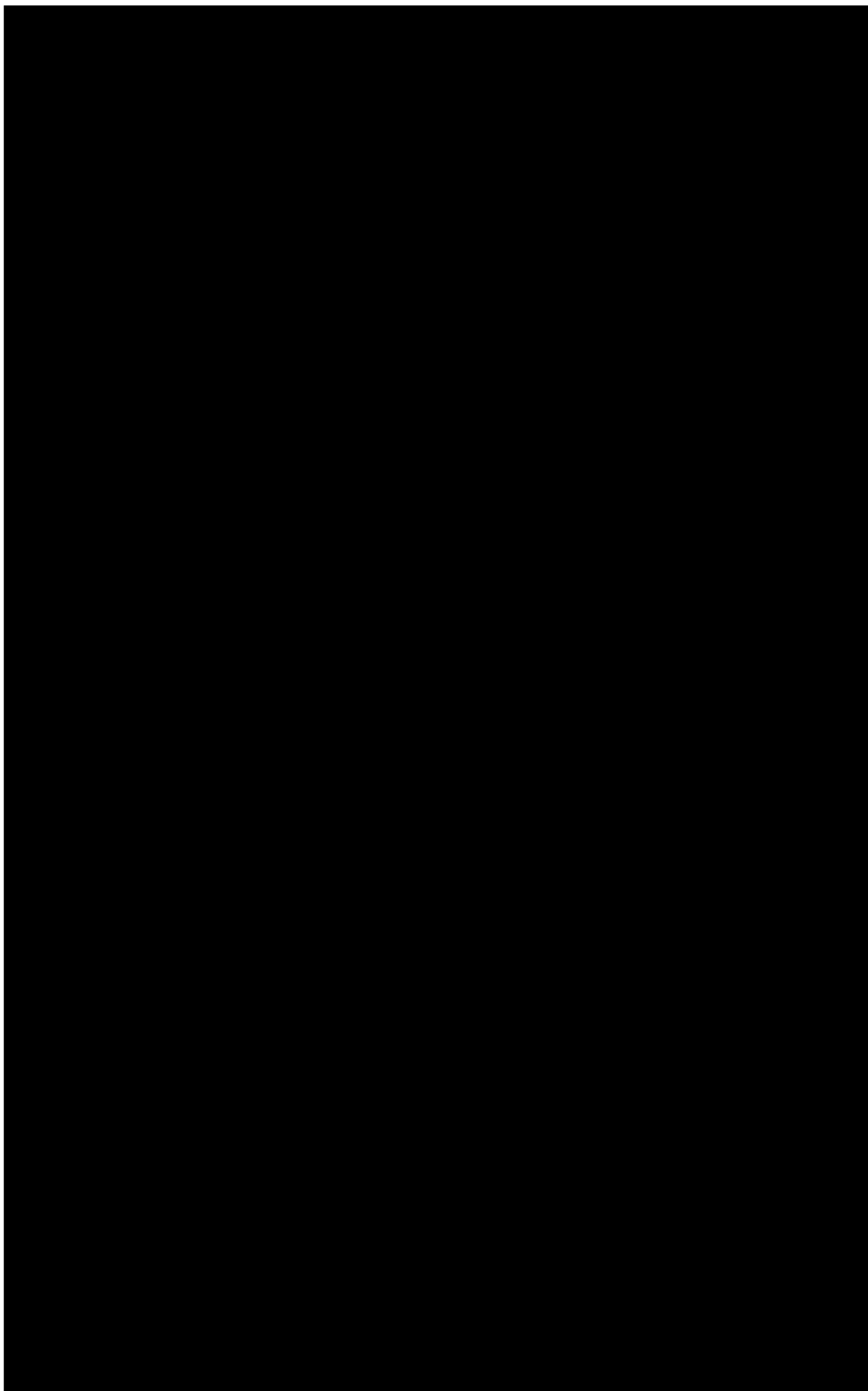


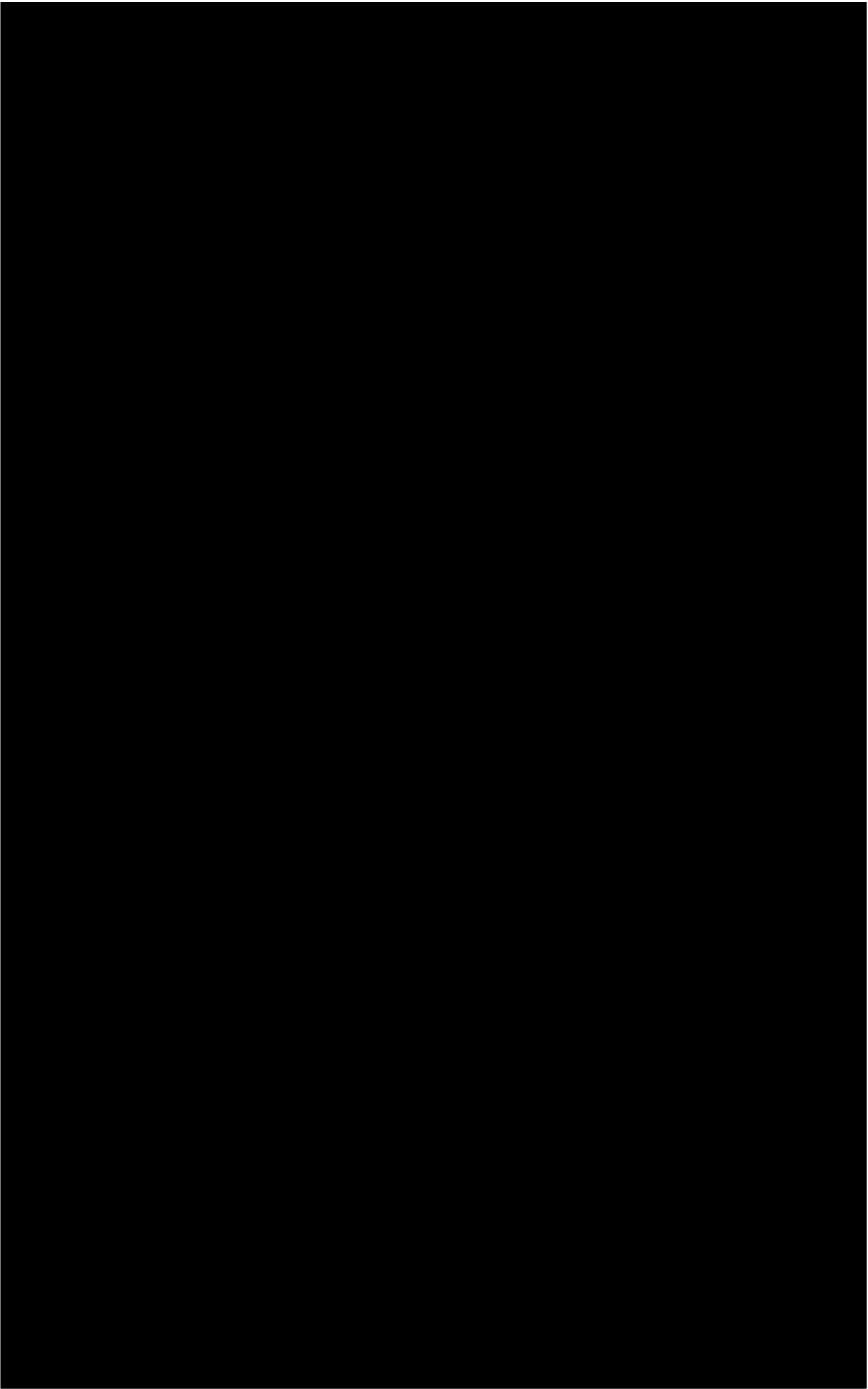












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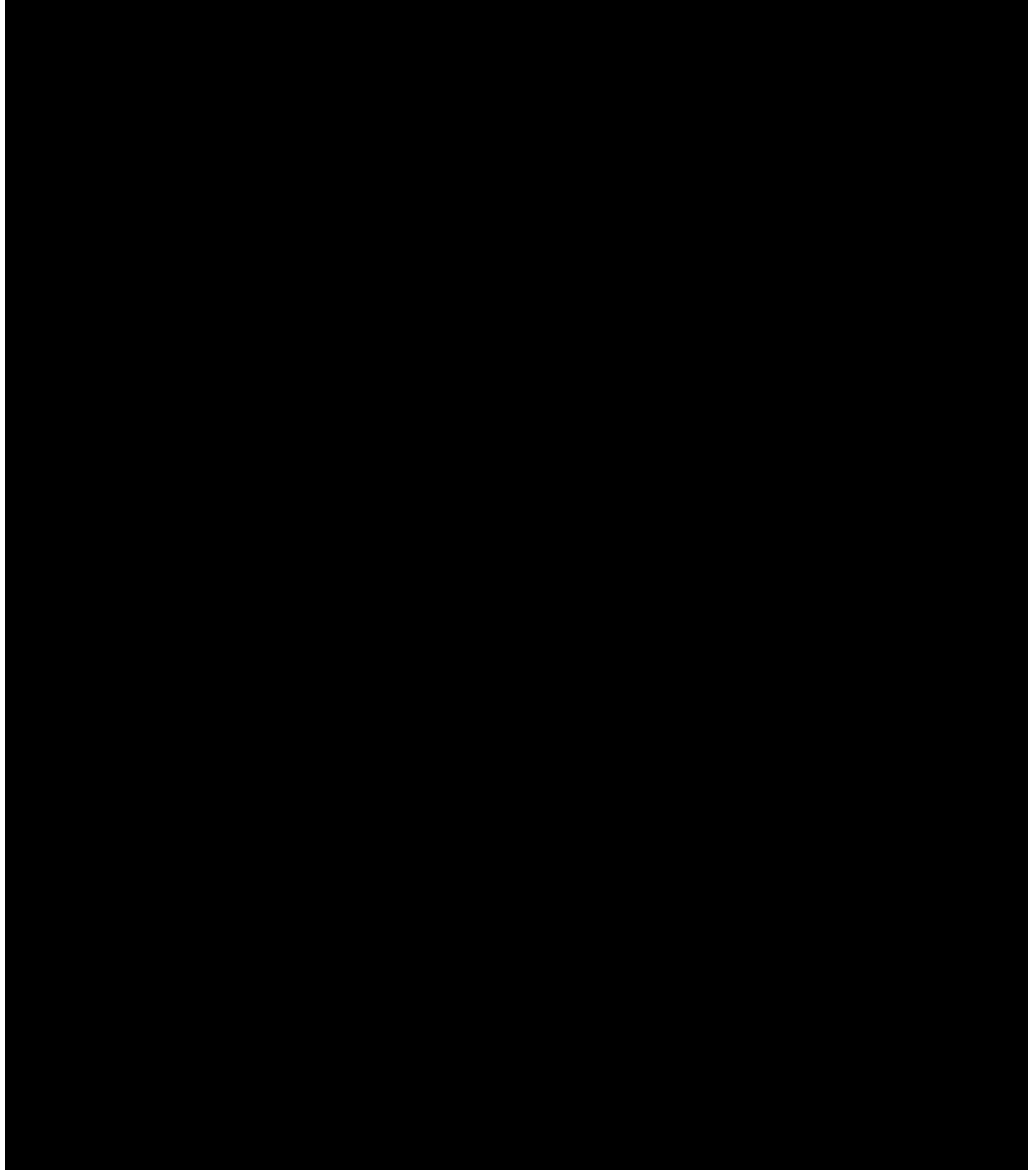
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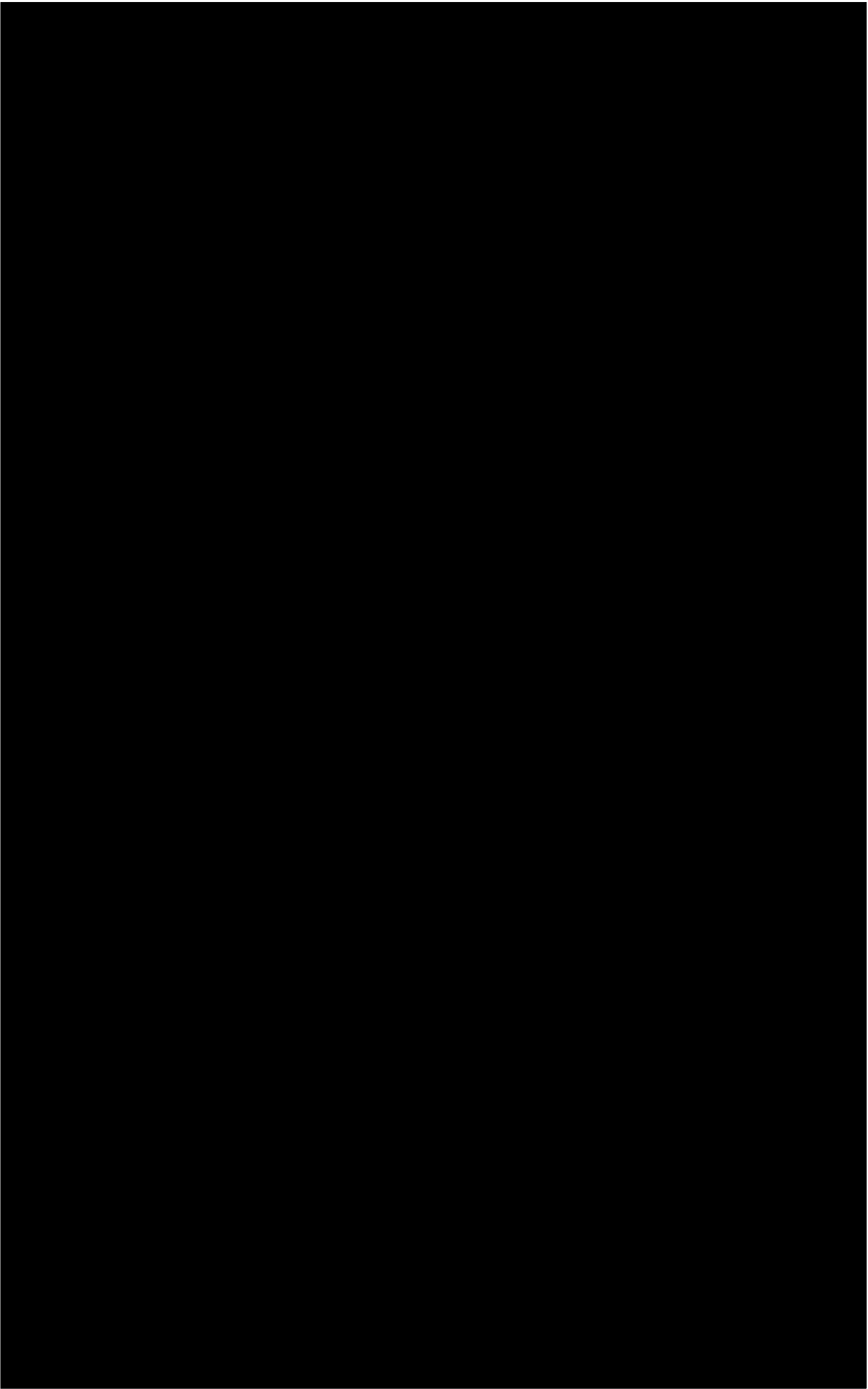
**SCHEDULE A17D**

**SWM3 CIDS/ODS Contractor Cooperation and Integration Deed**

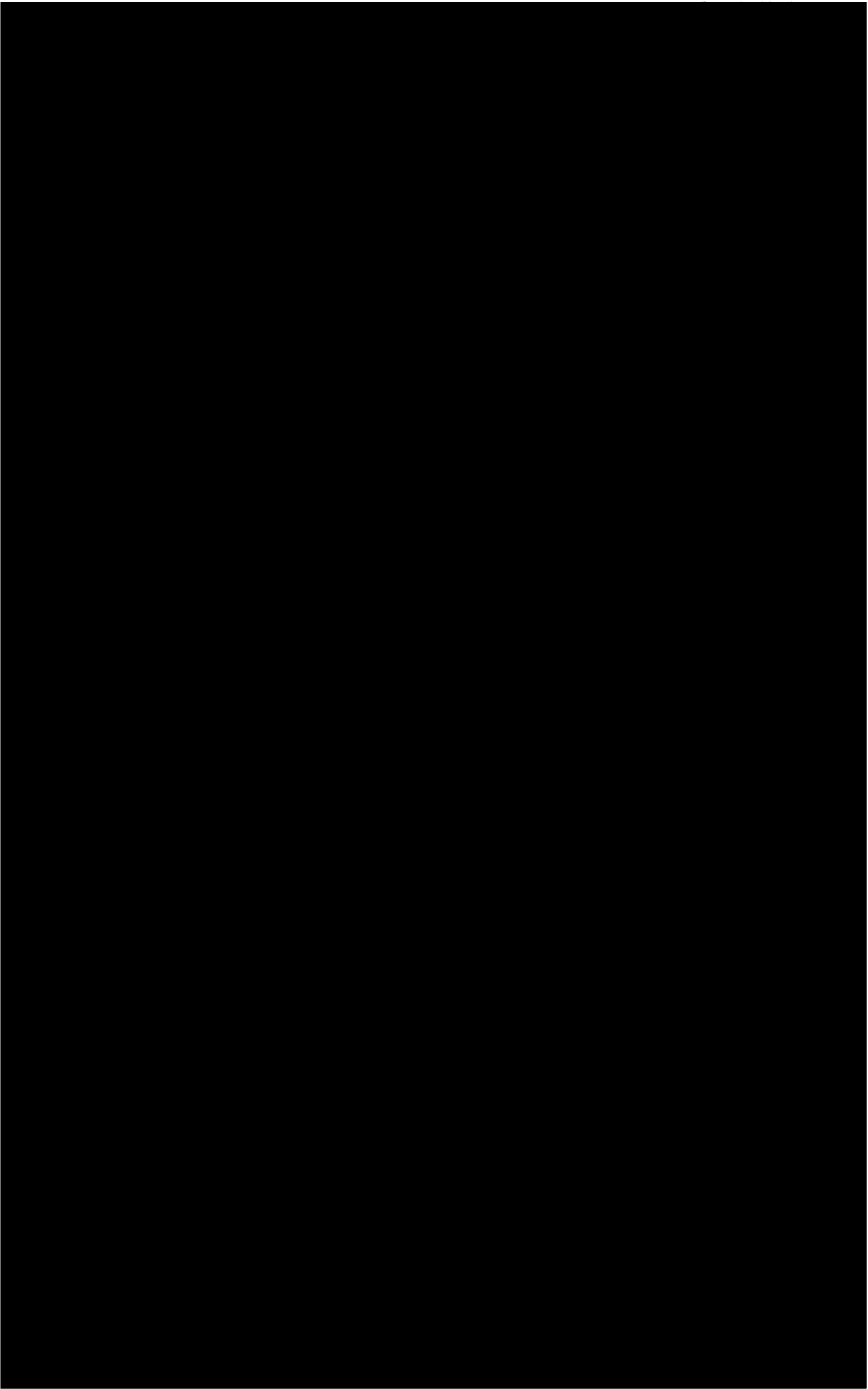
(Clauses 1.1, 3.2 and 3.4)

**DATE:** [insert date]



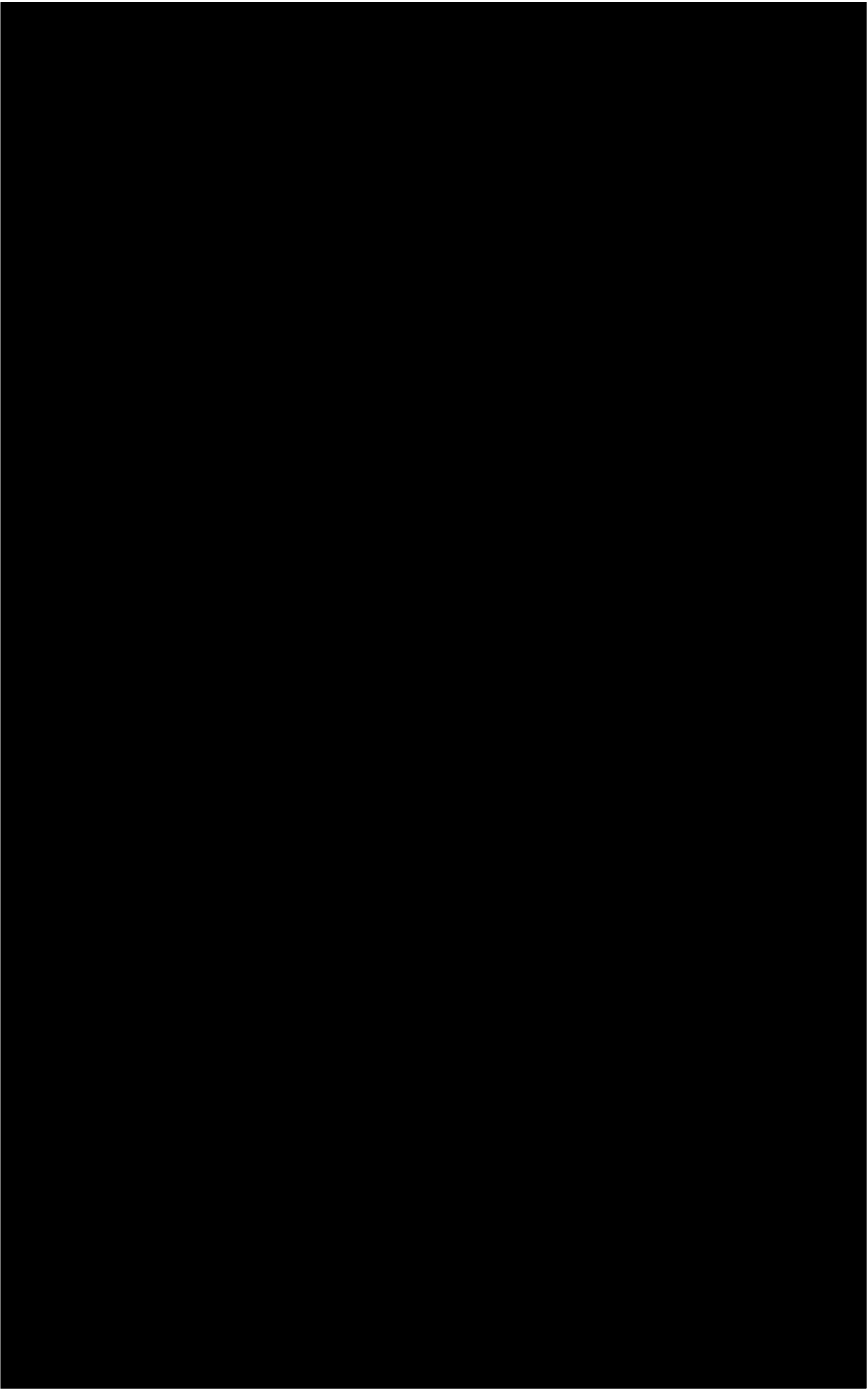


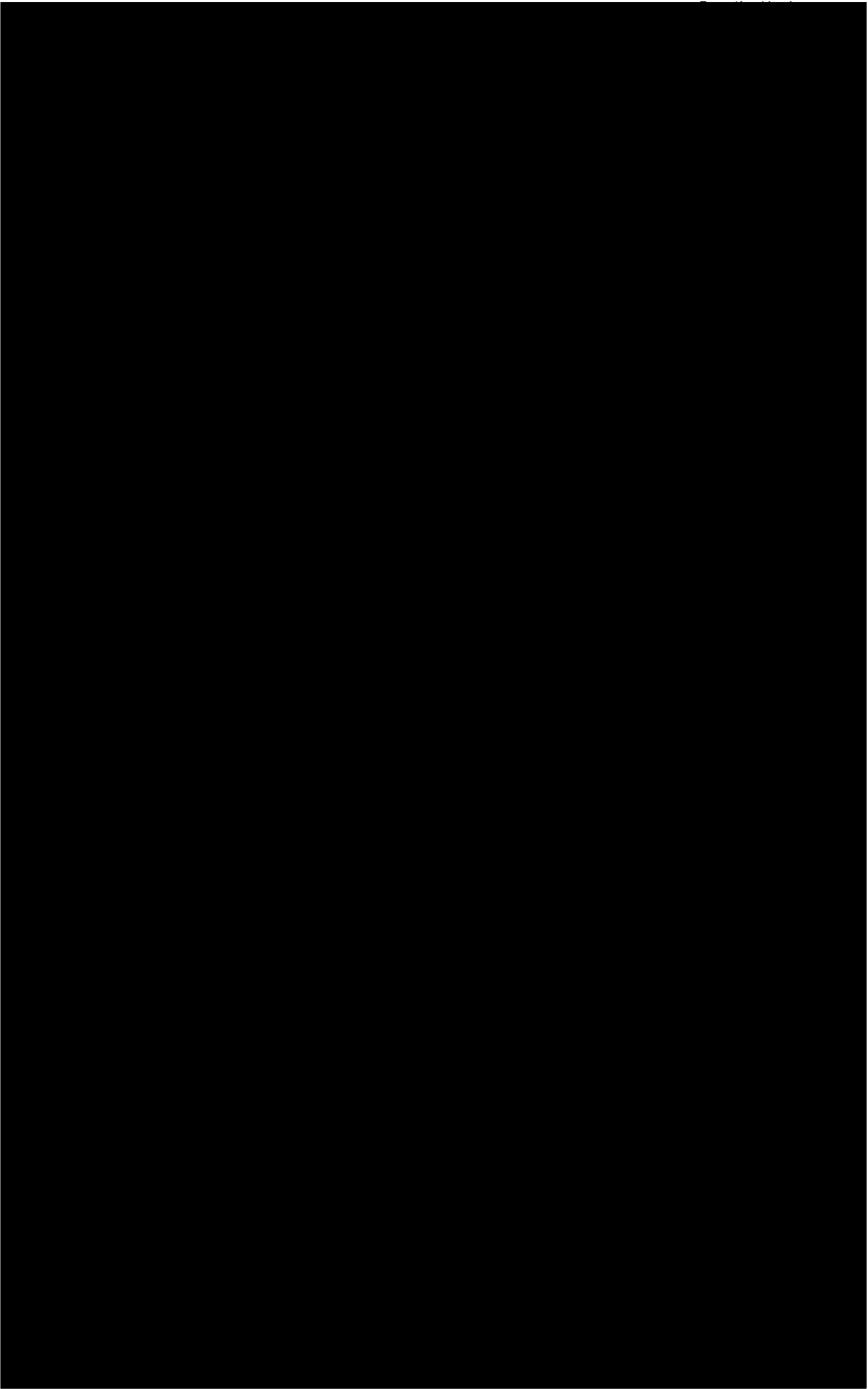




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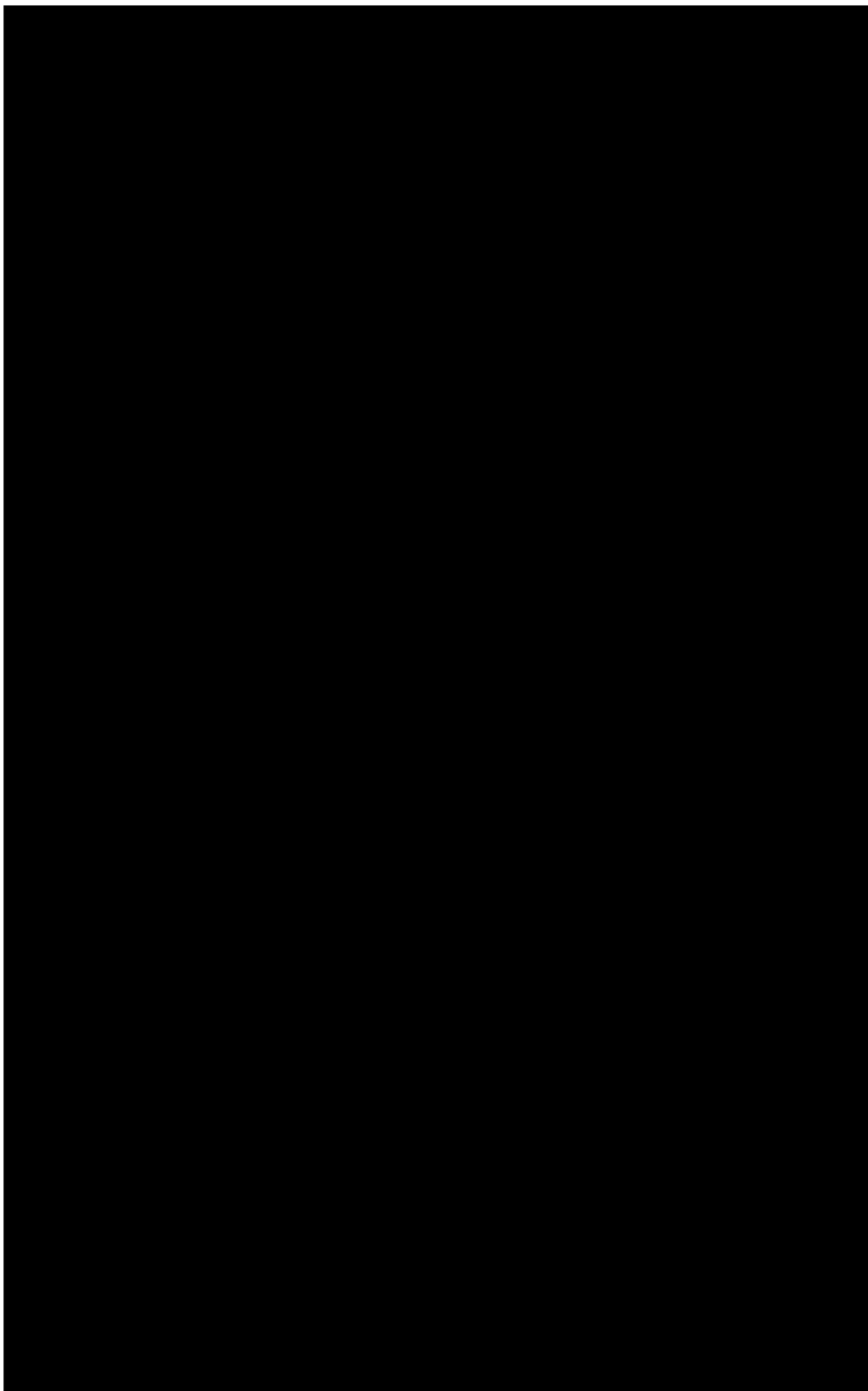
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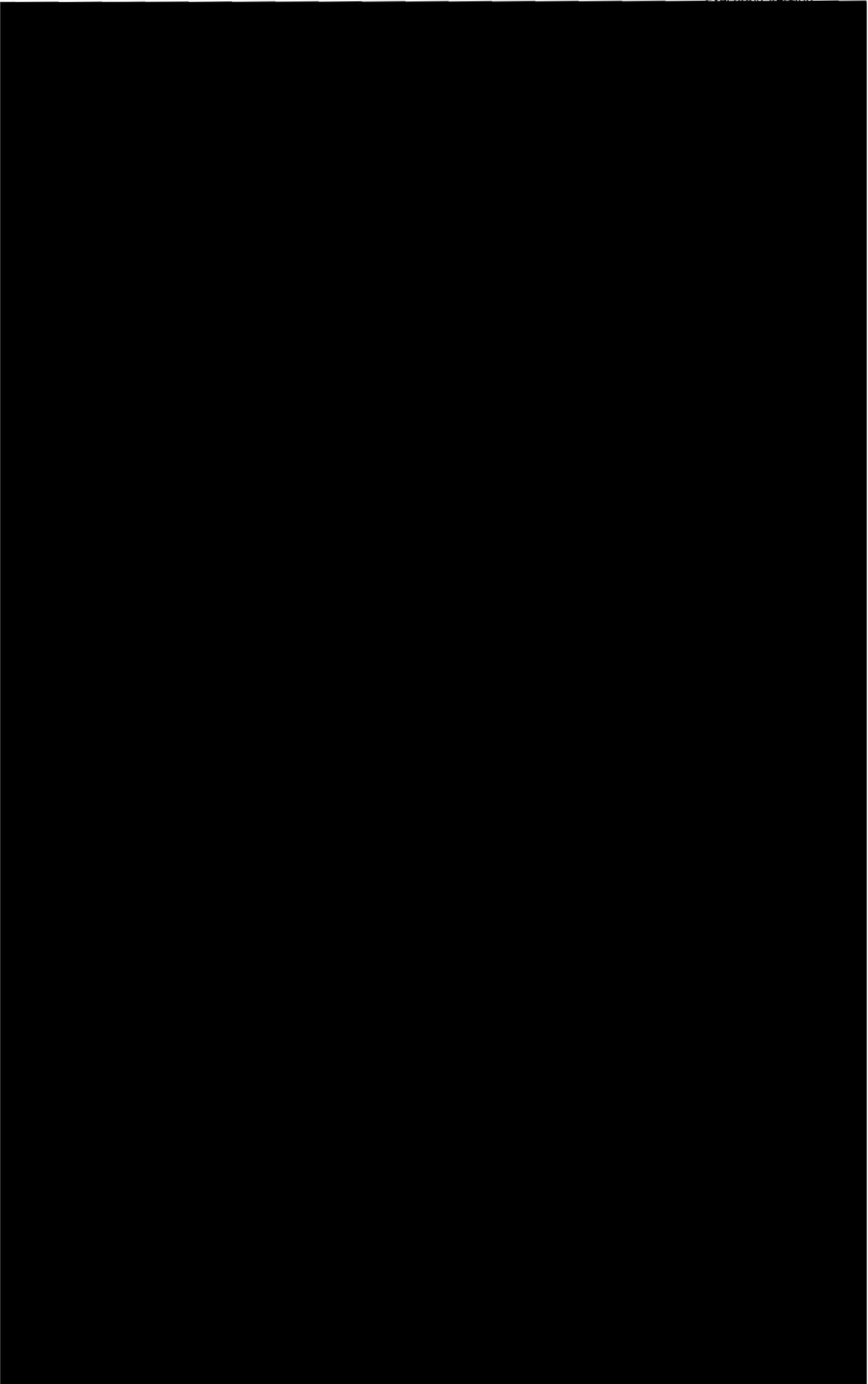




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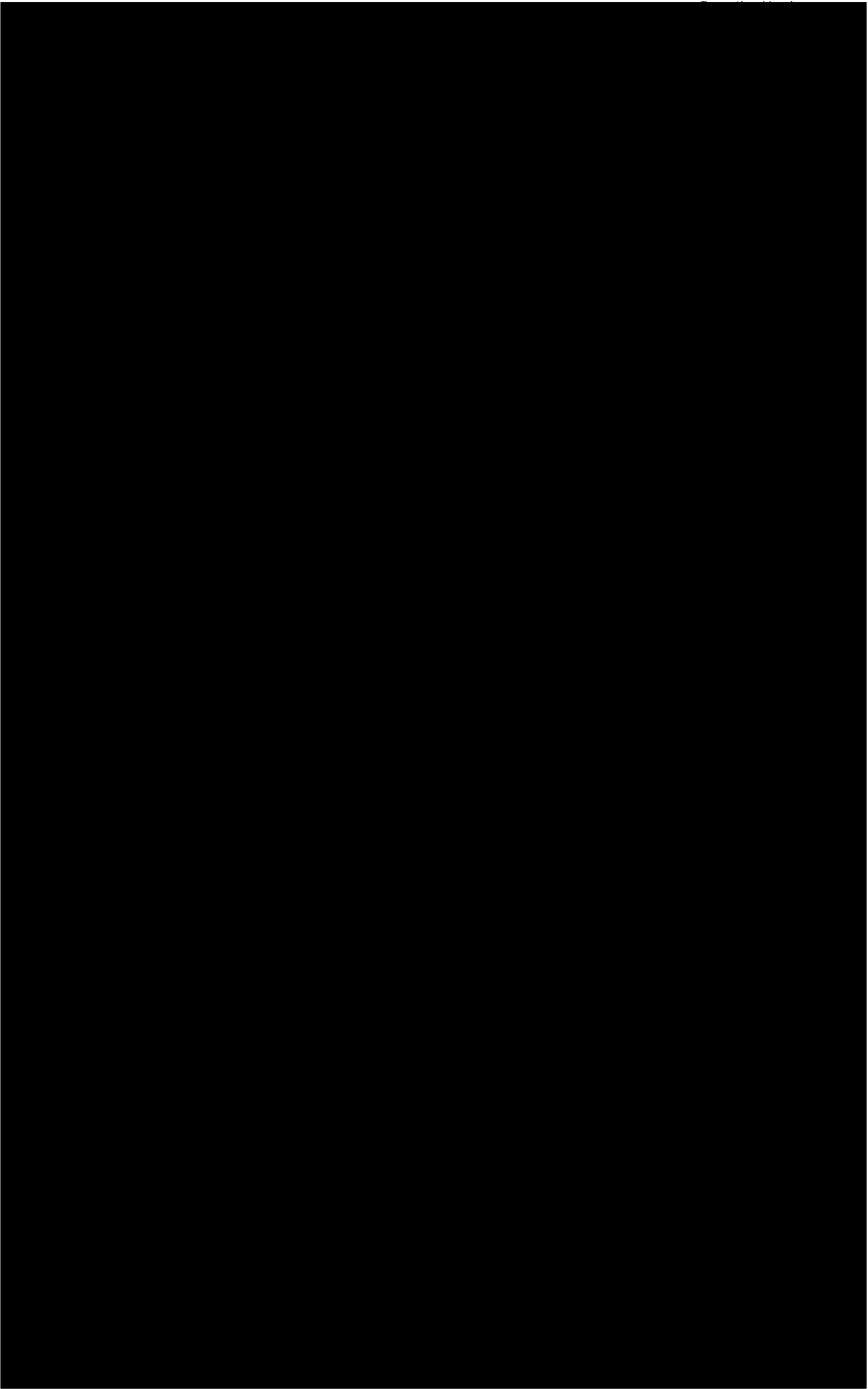
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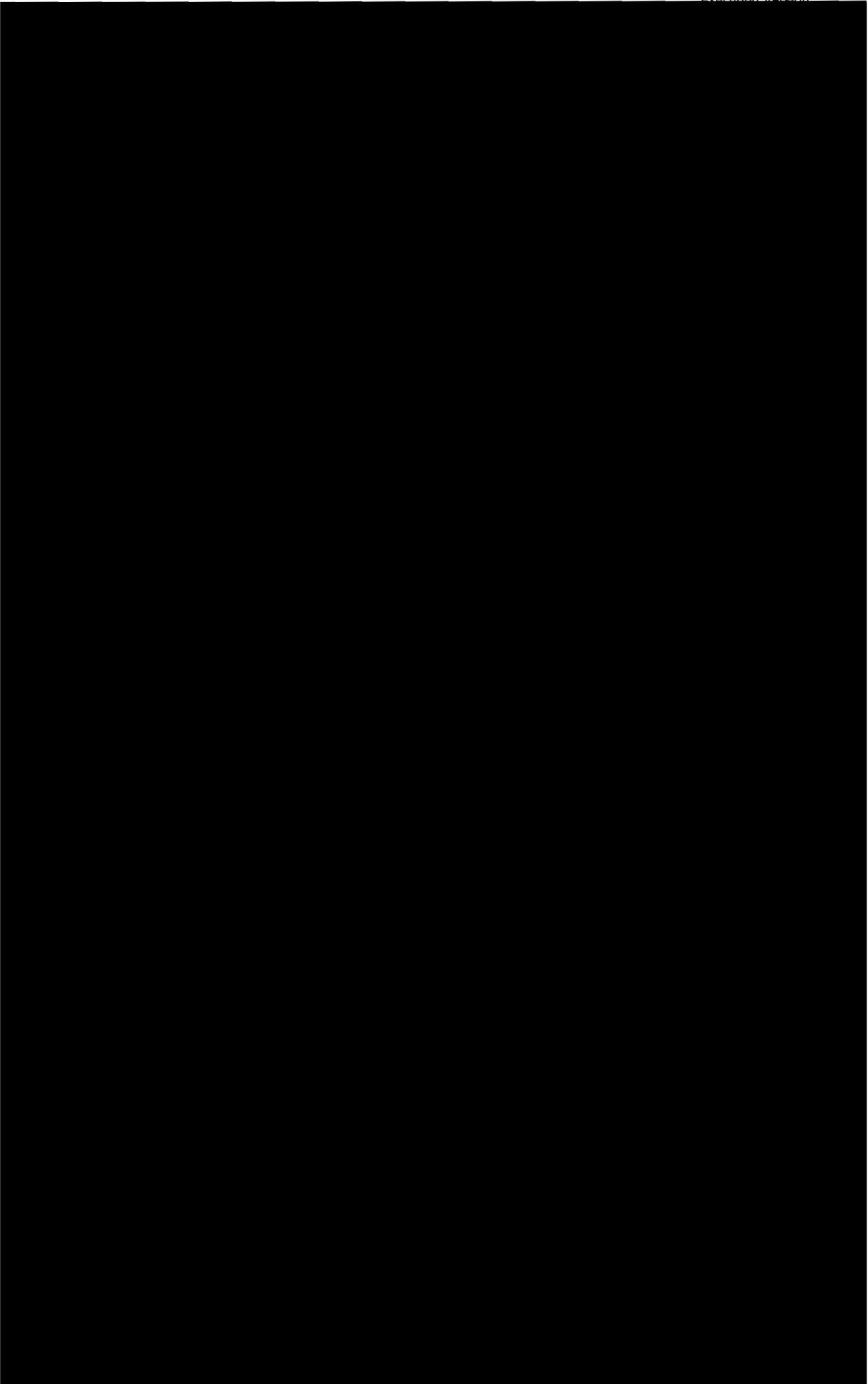


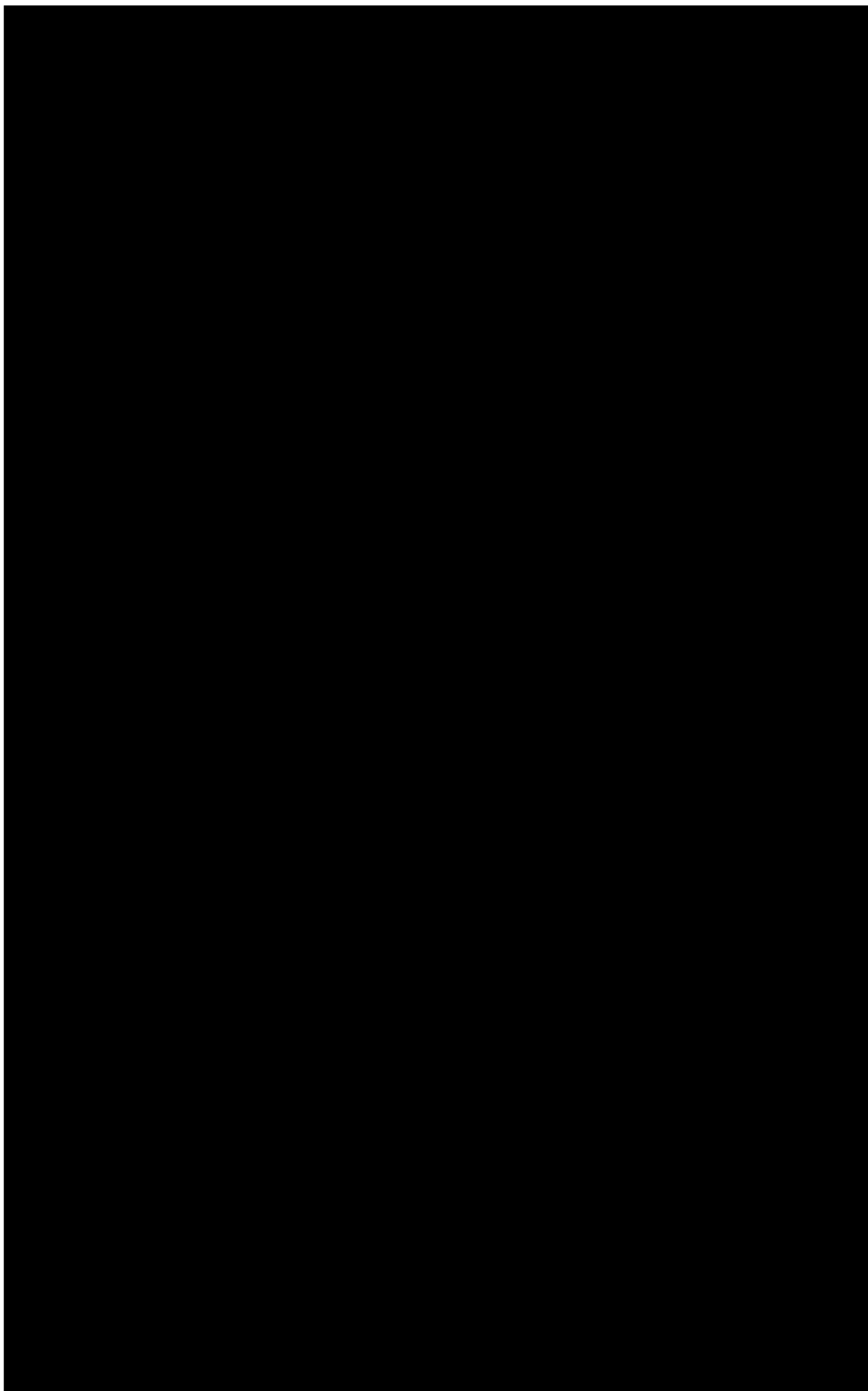


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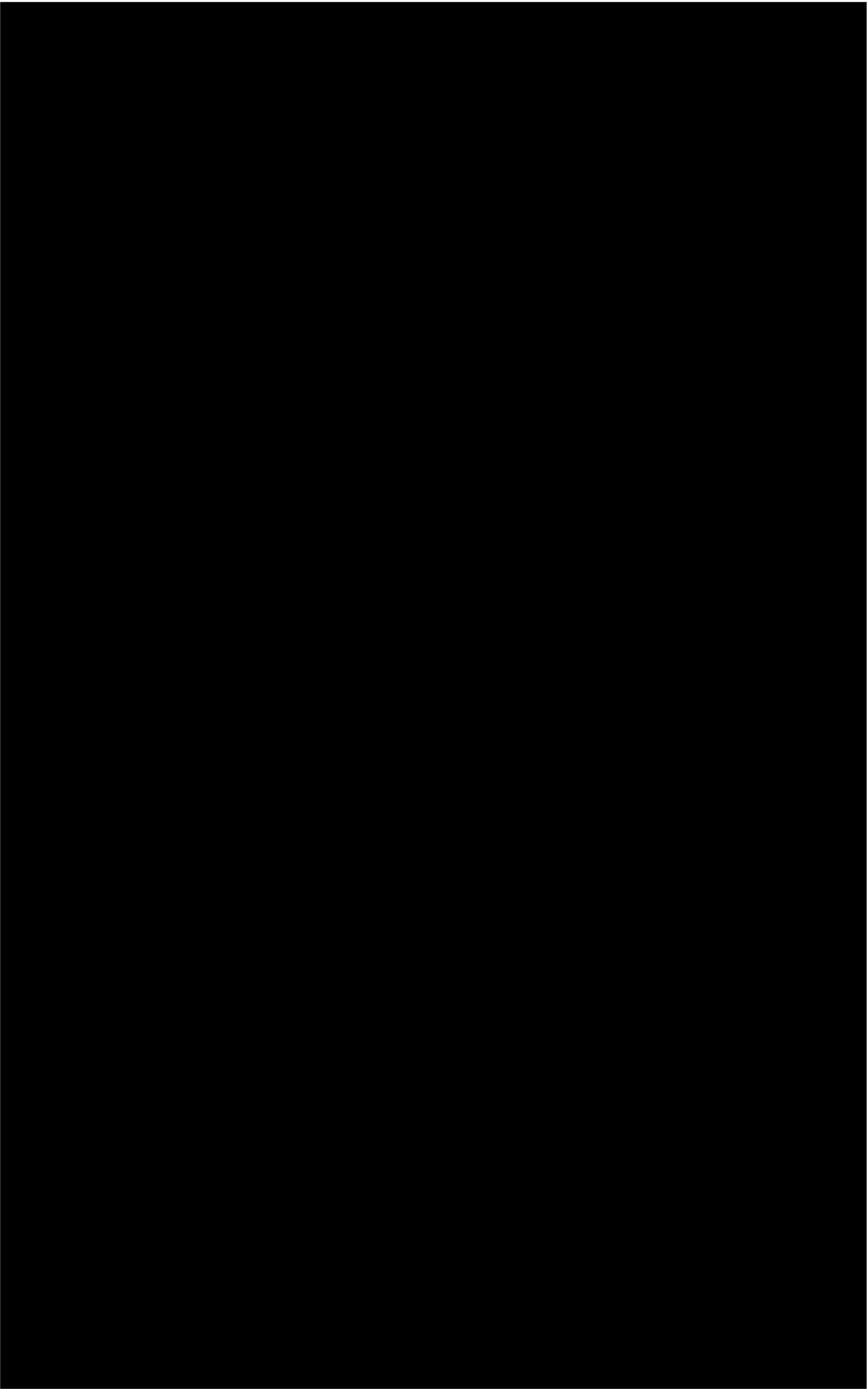
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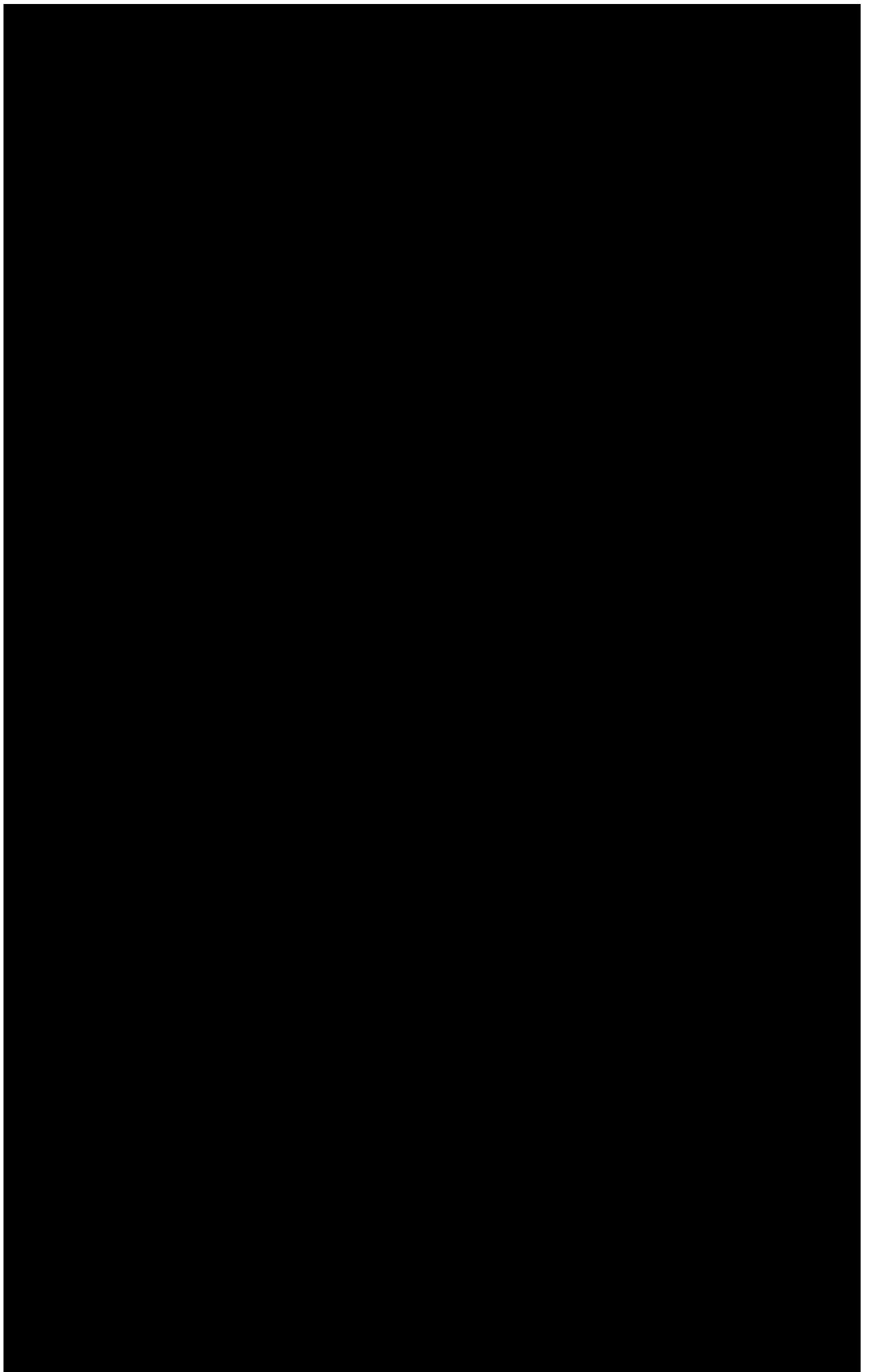


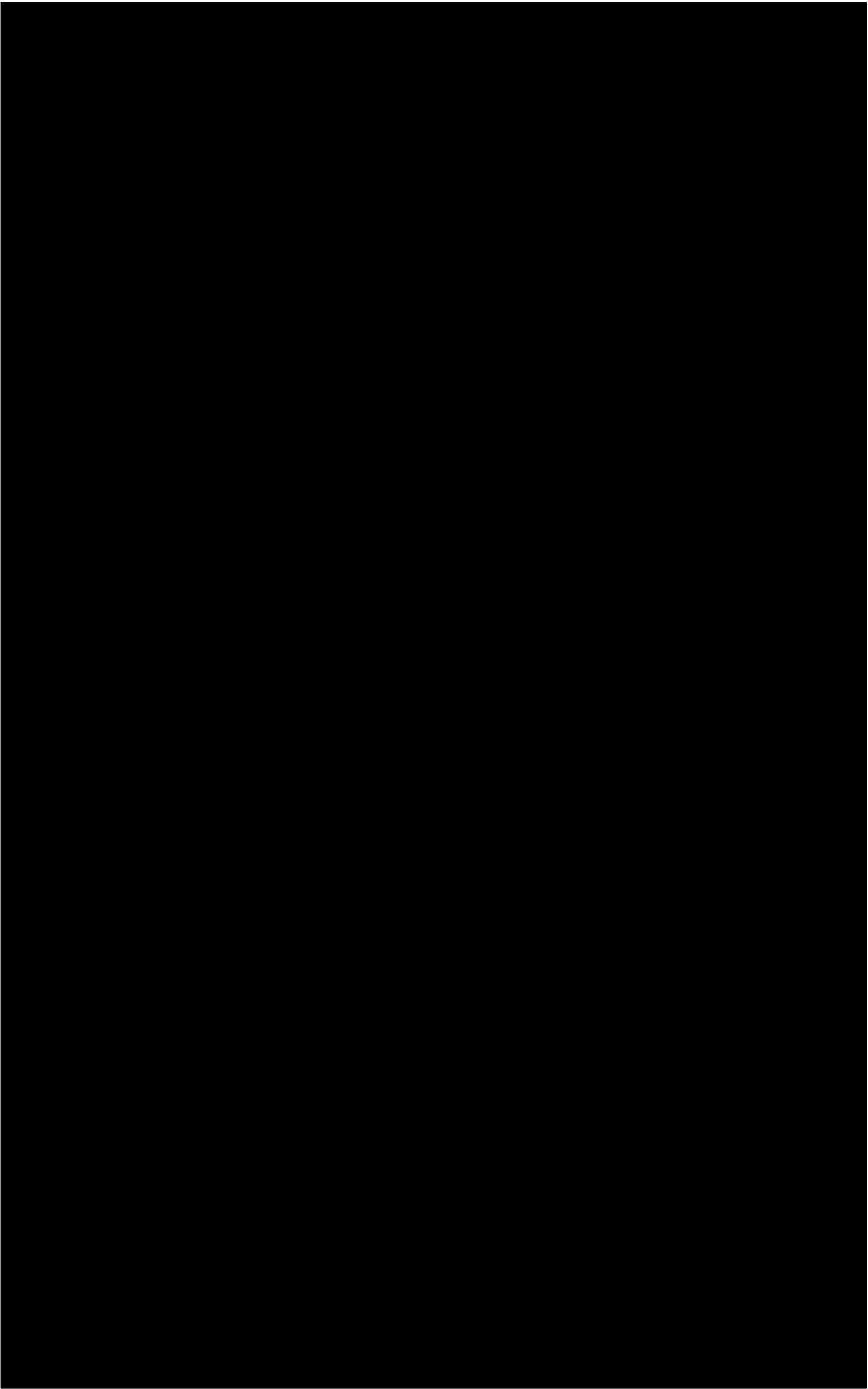






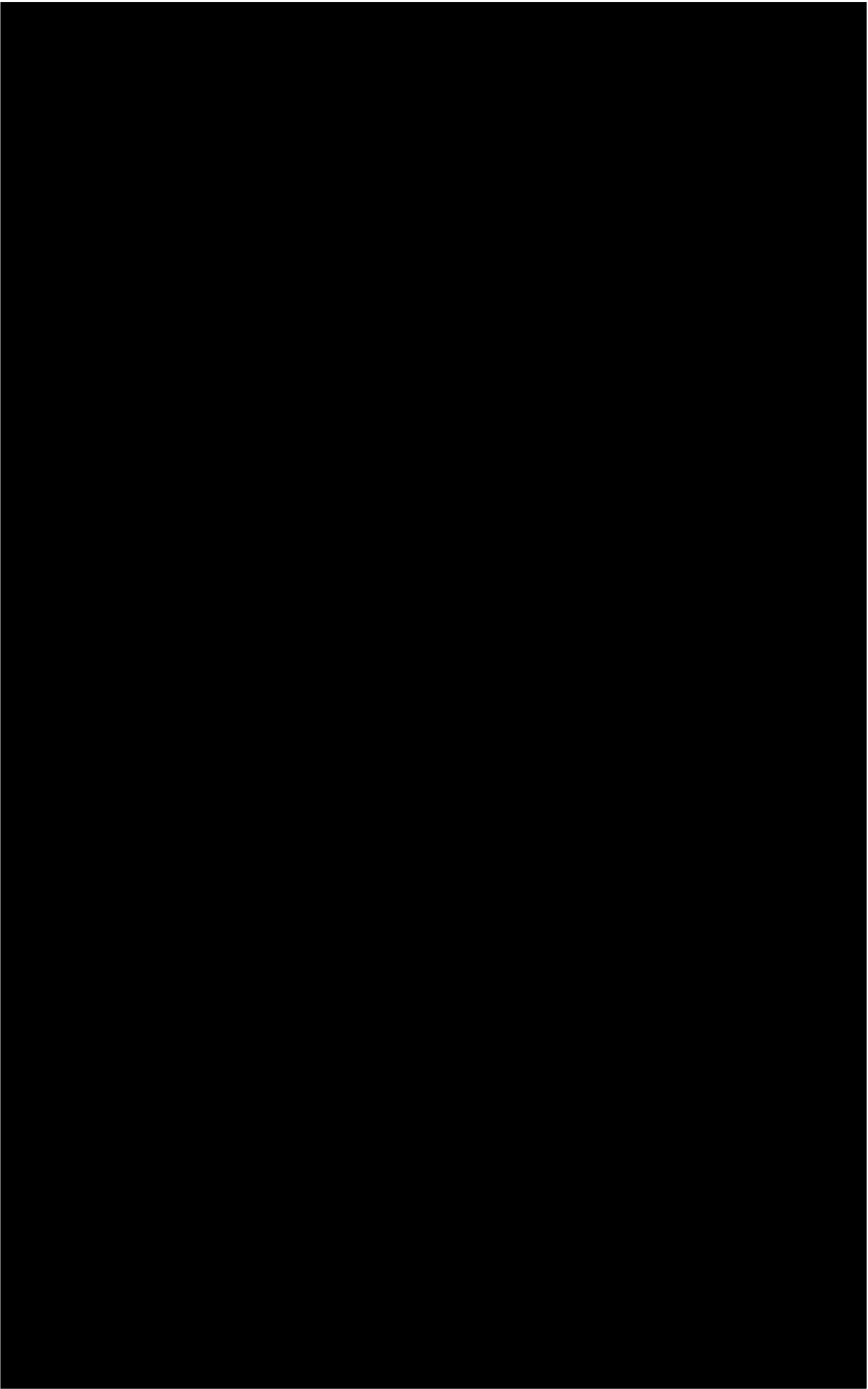


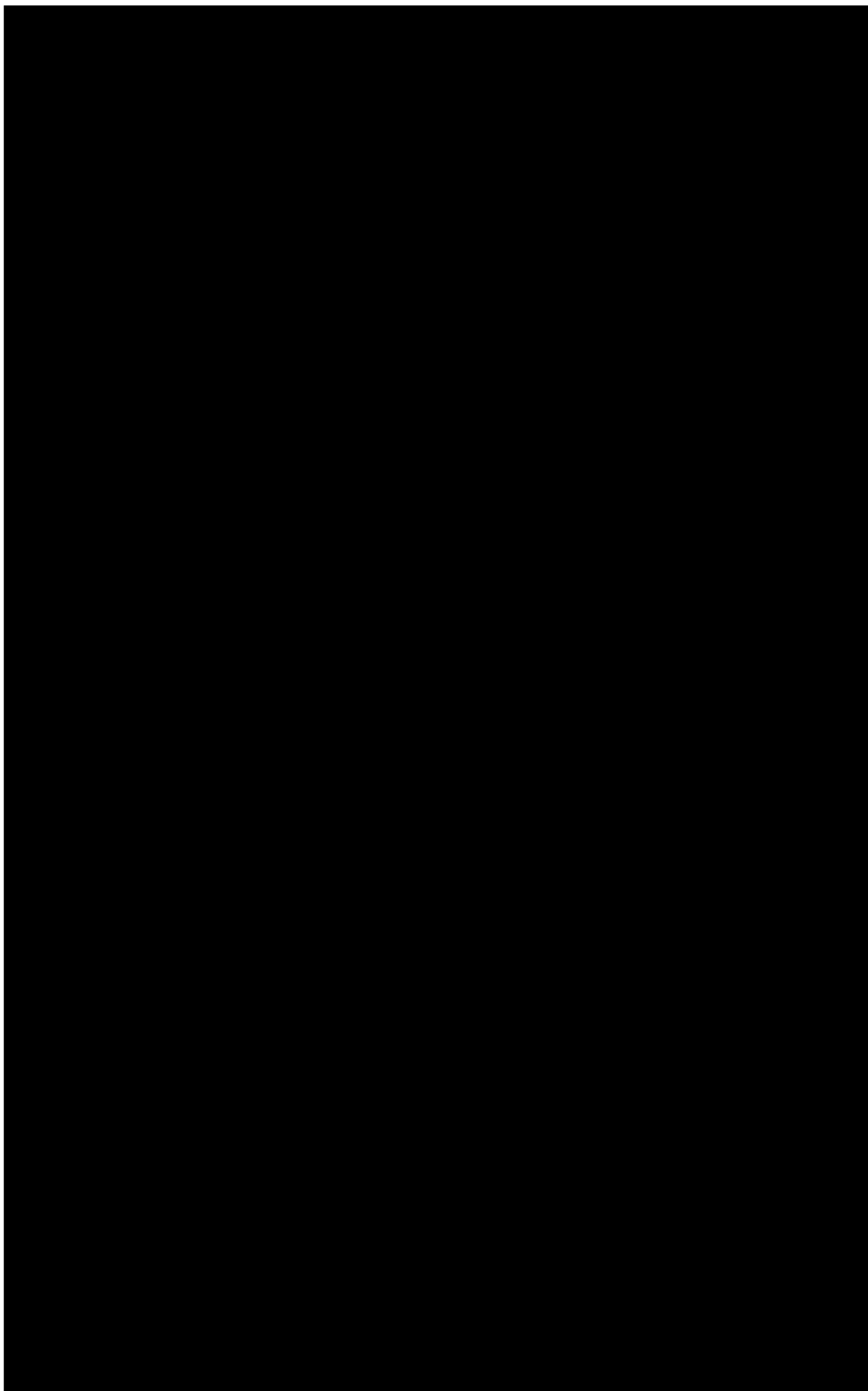




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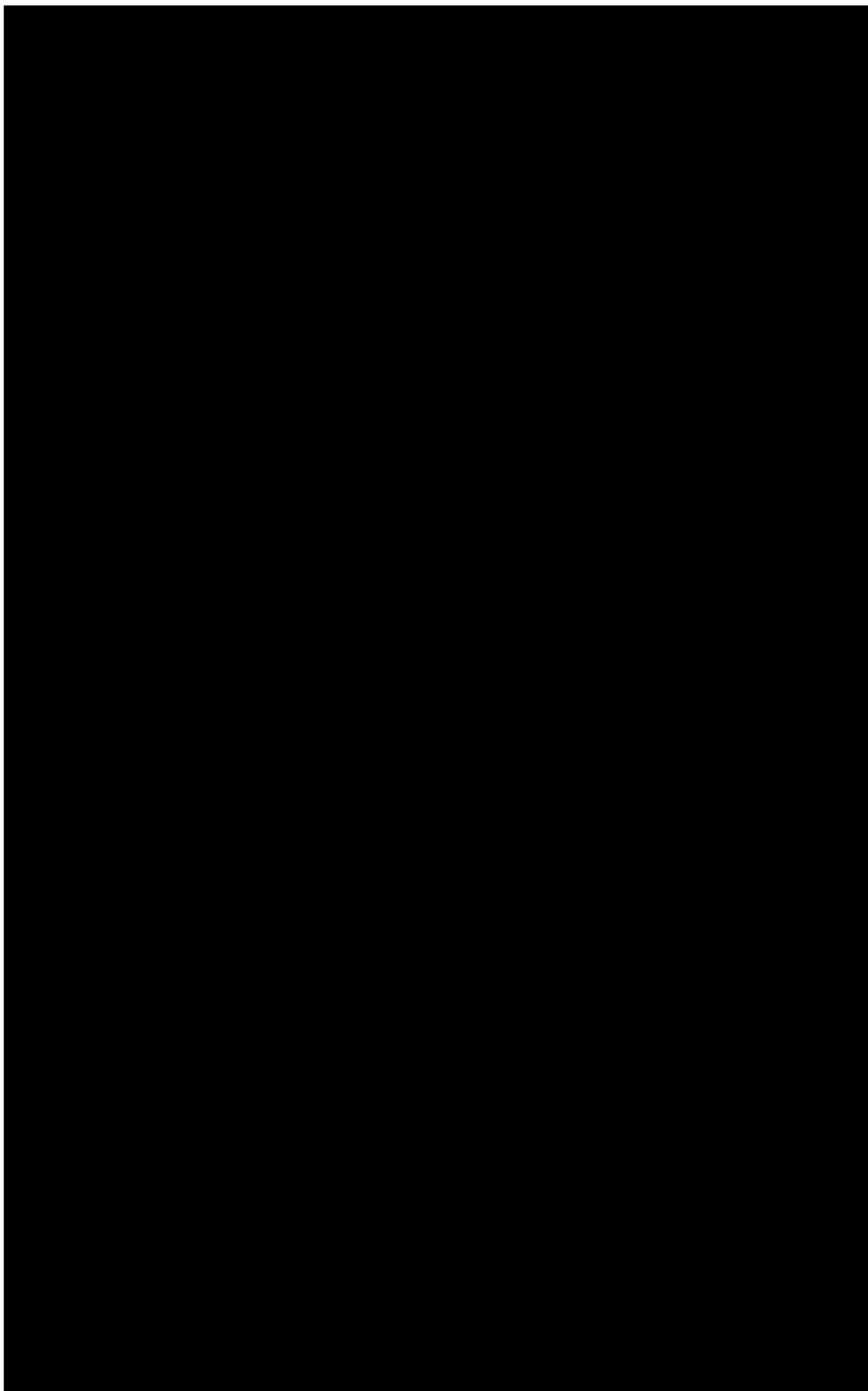
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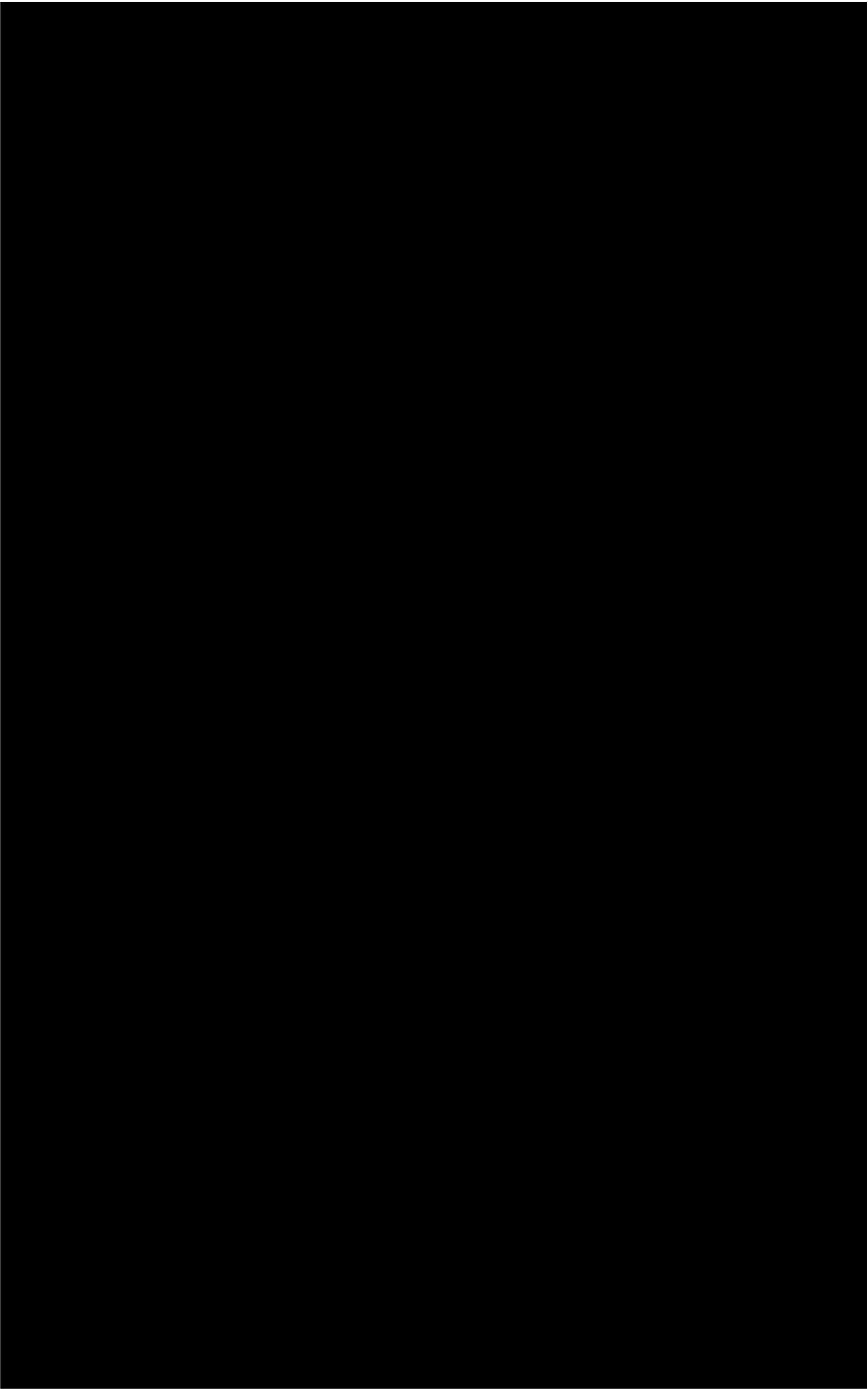
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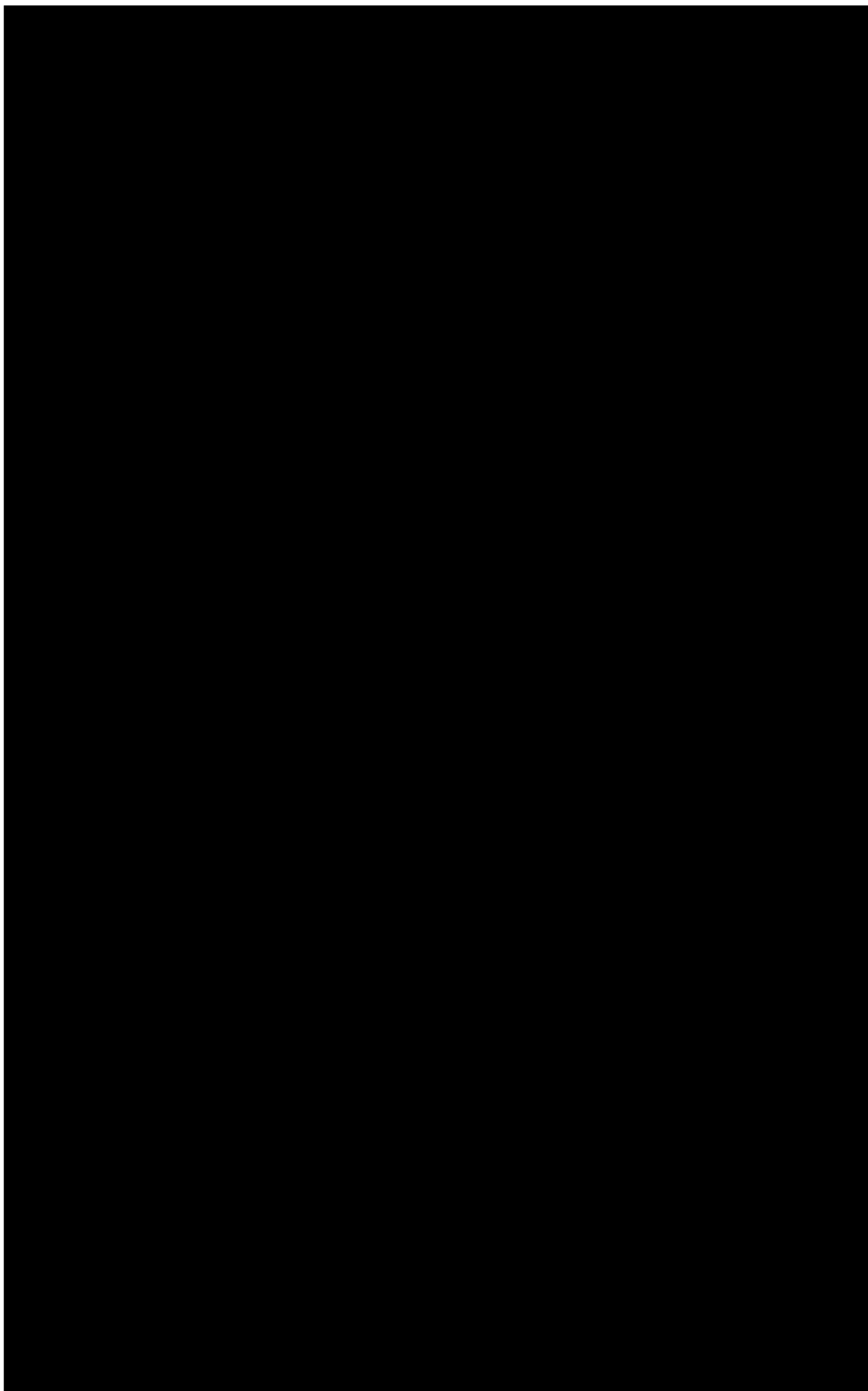


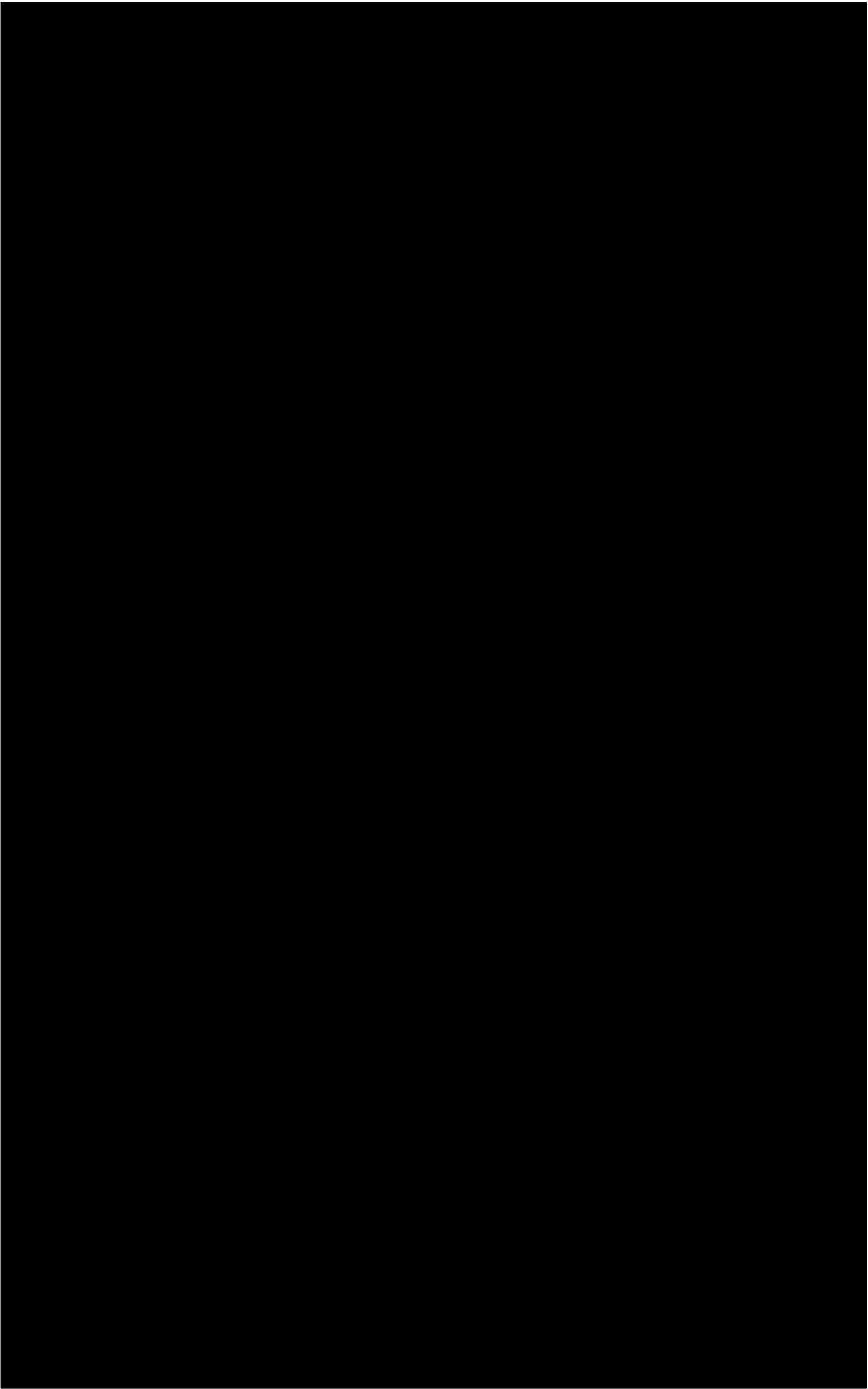
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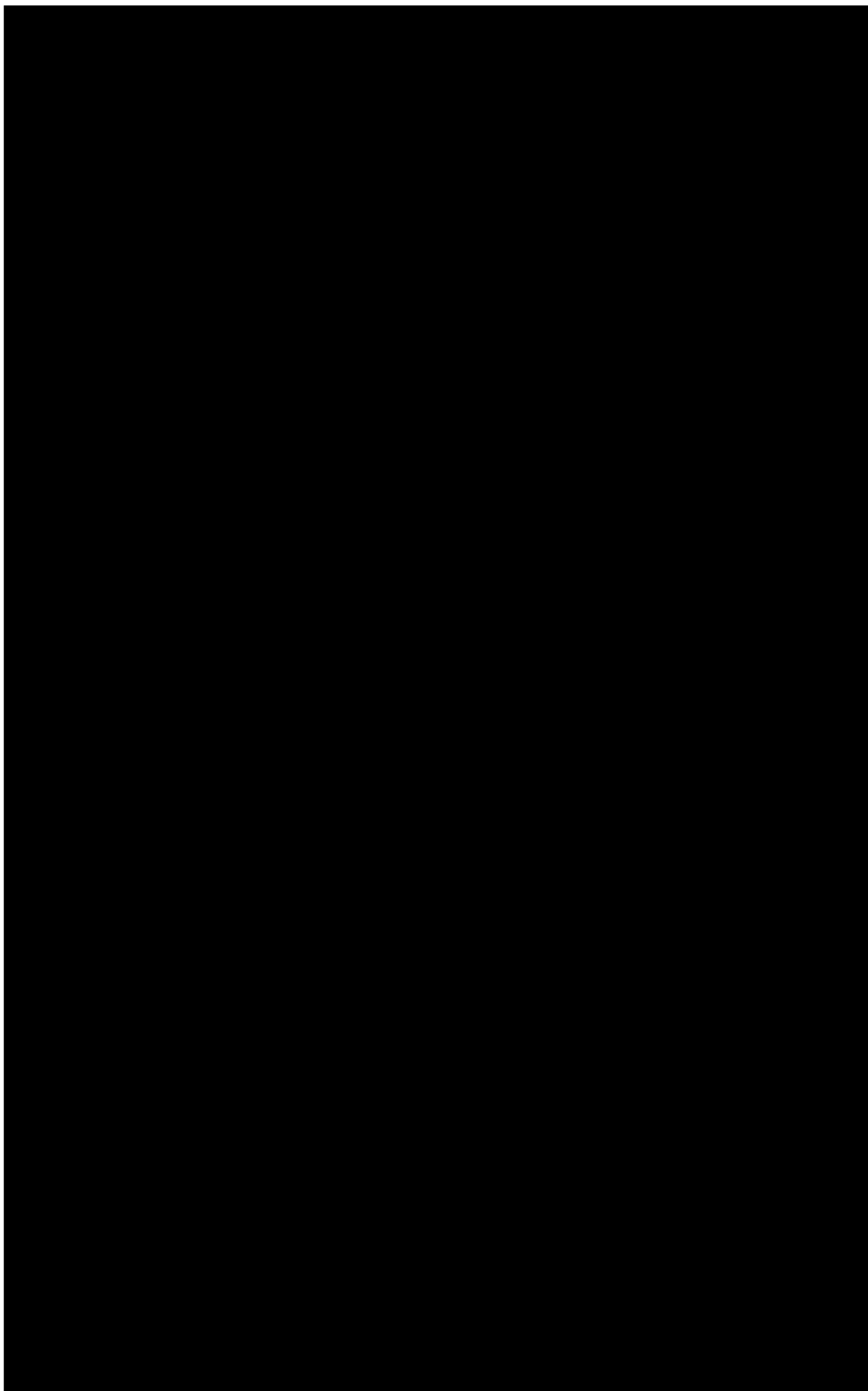
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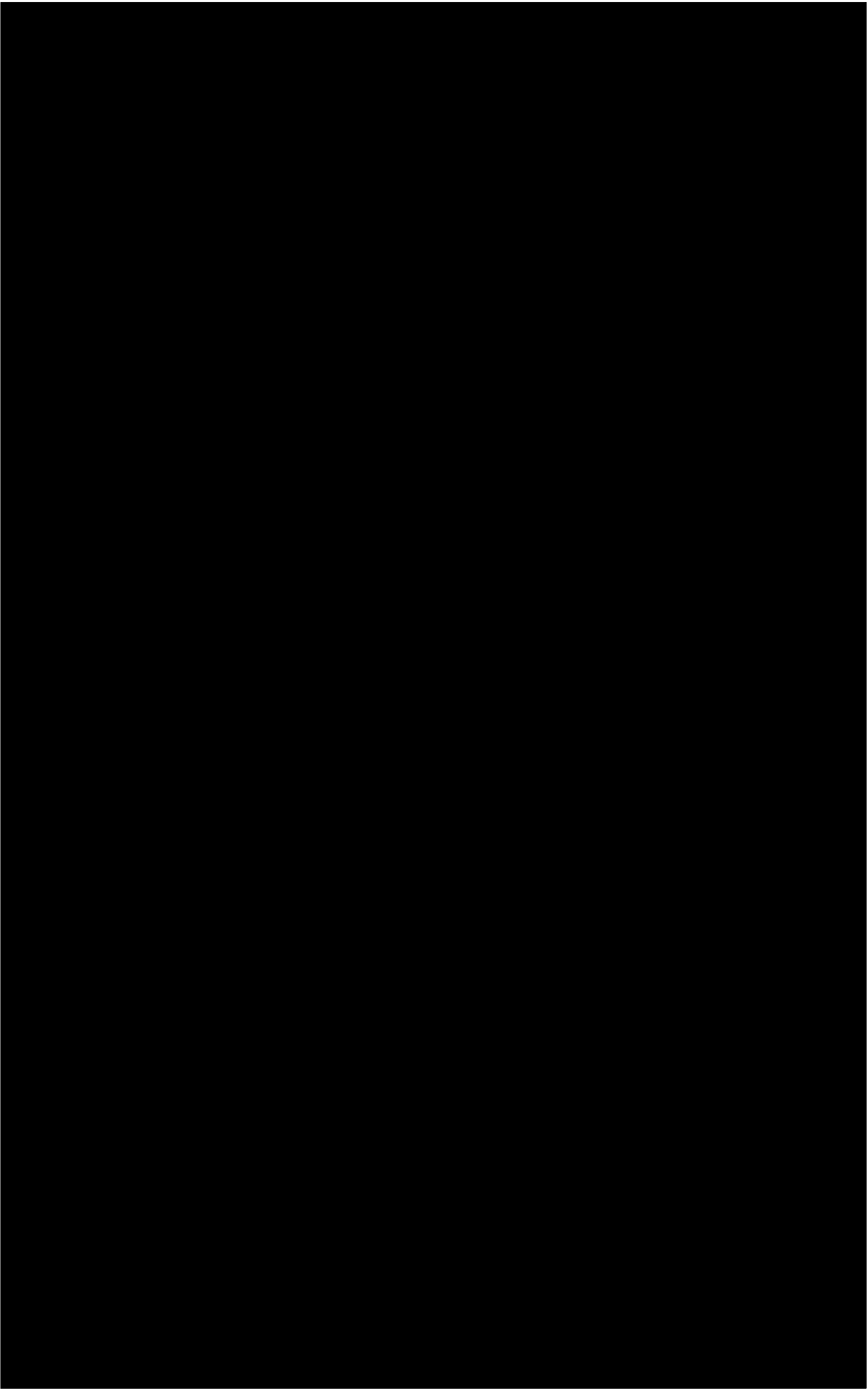


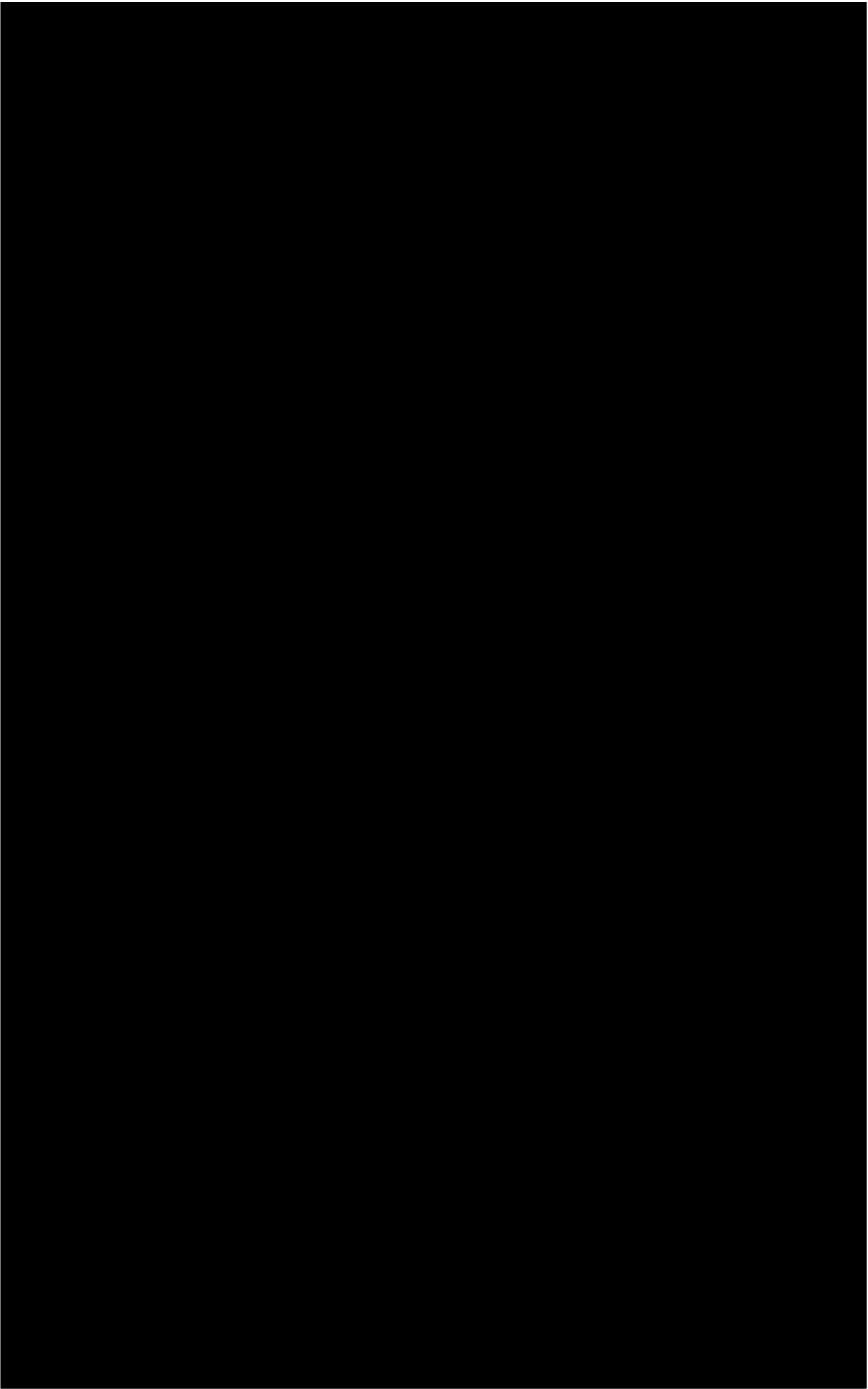


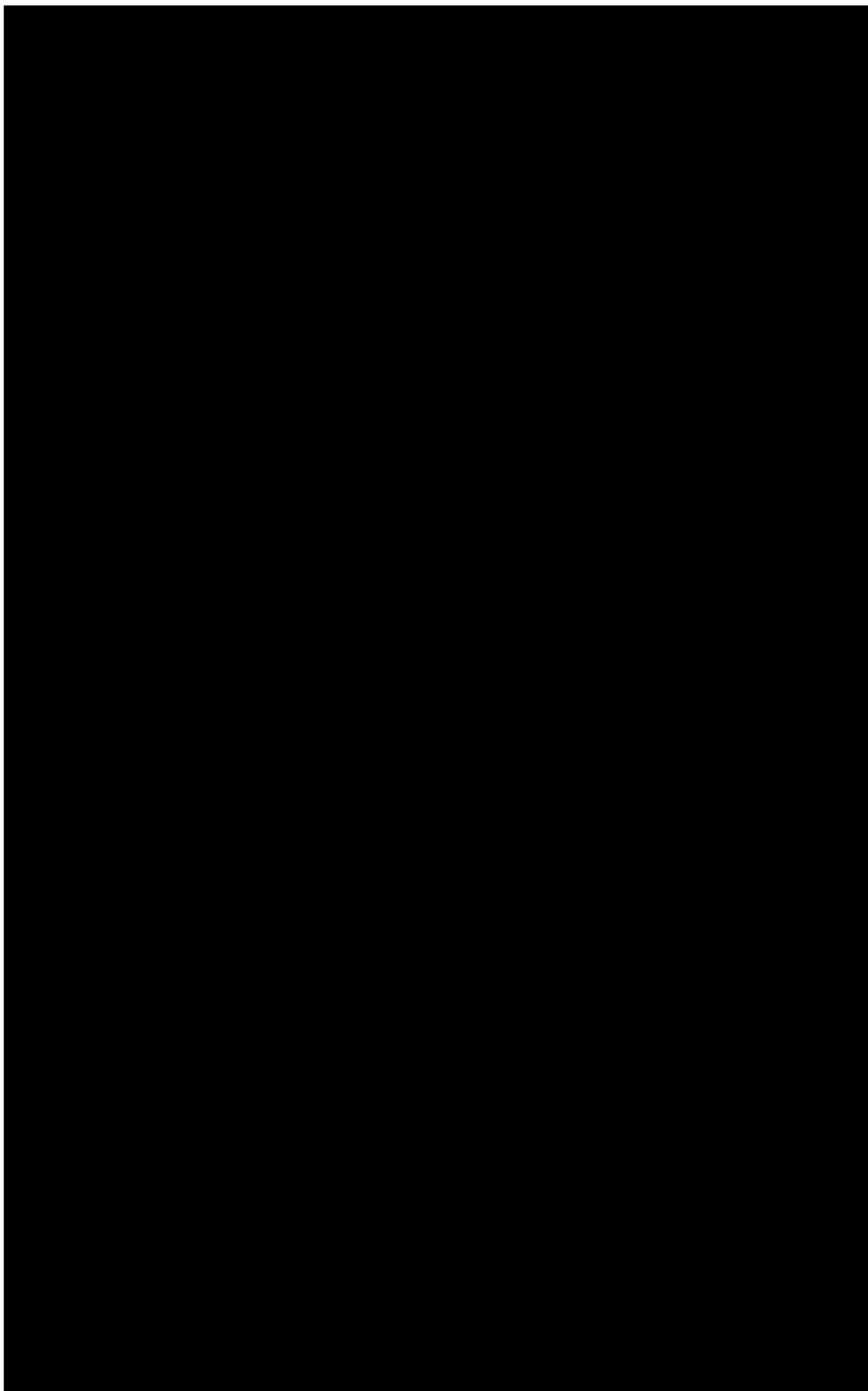


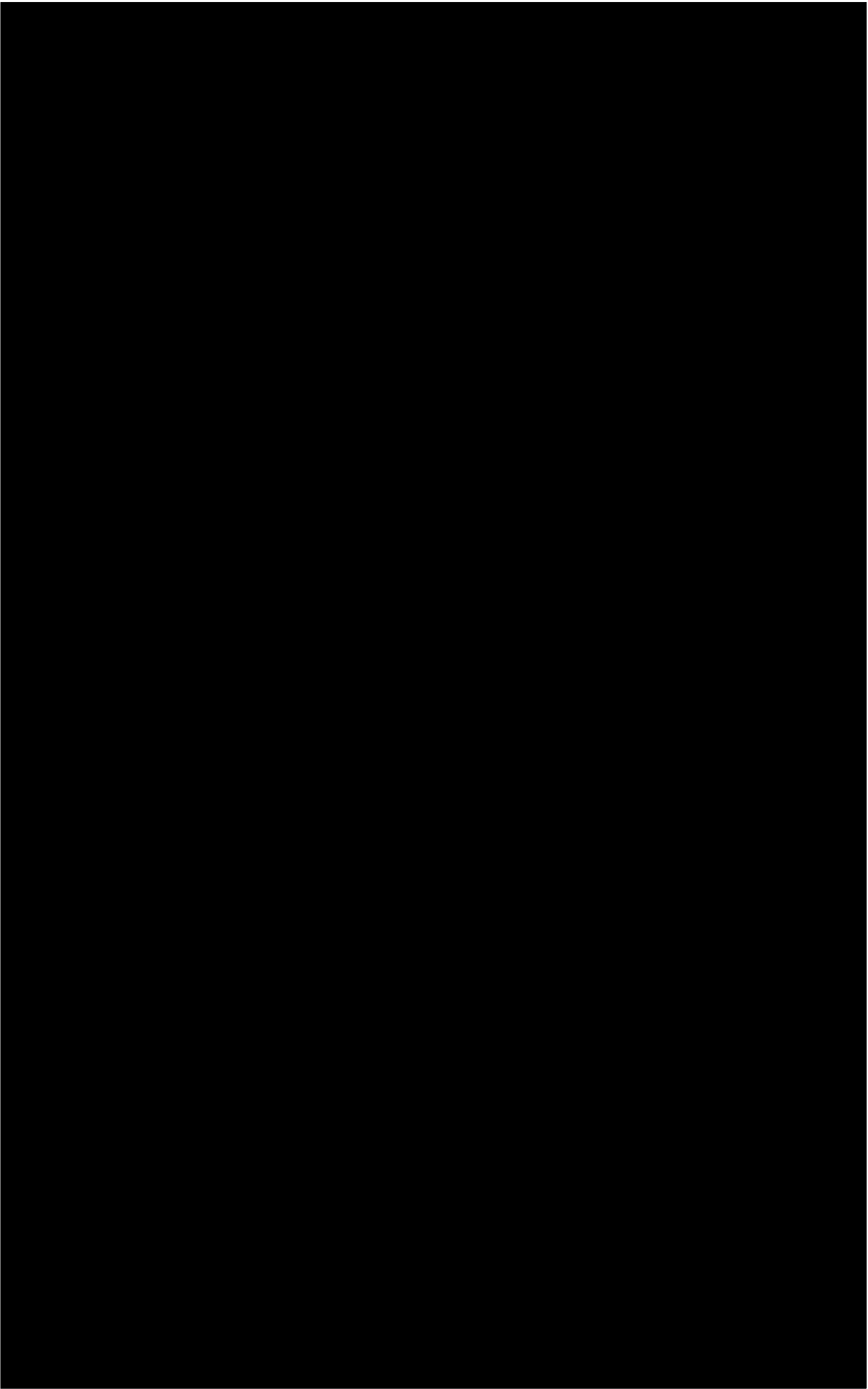










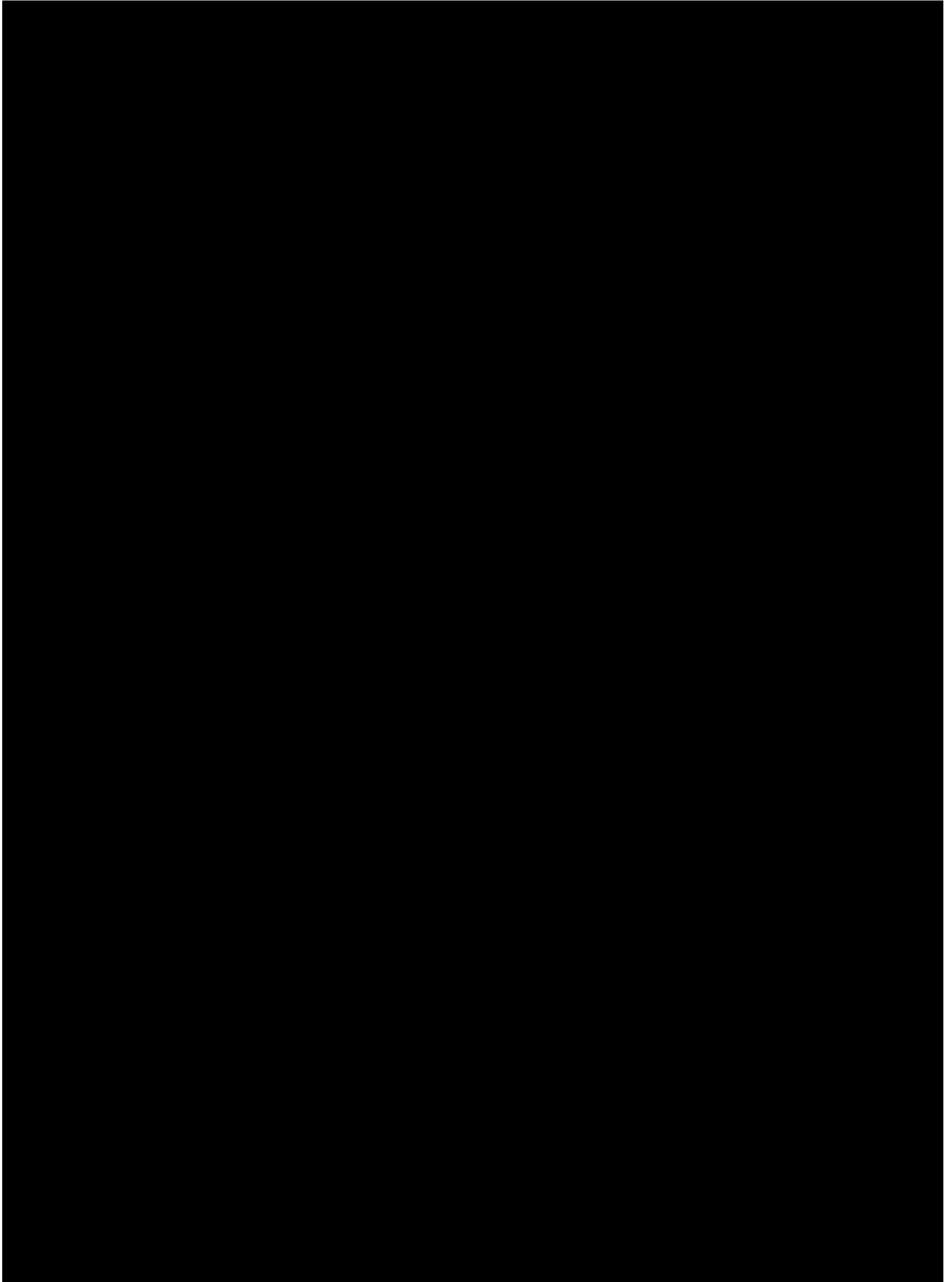


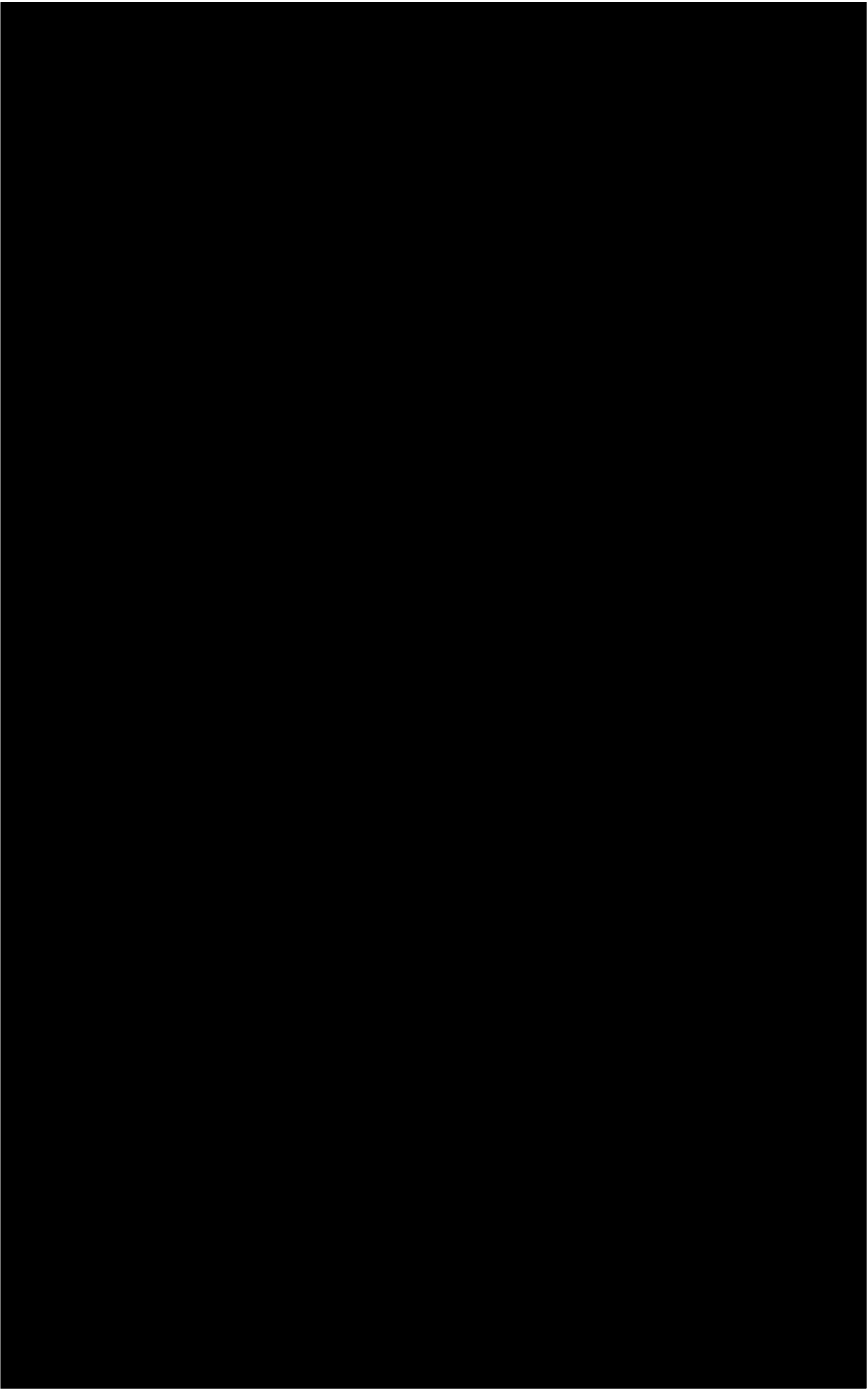


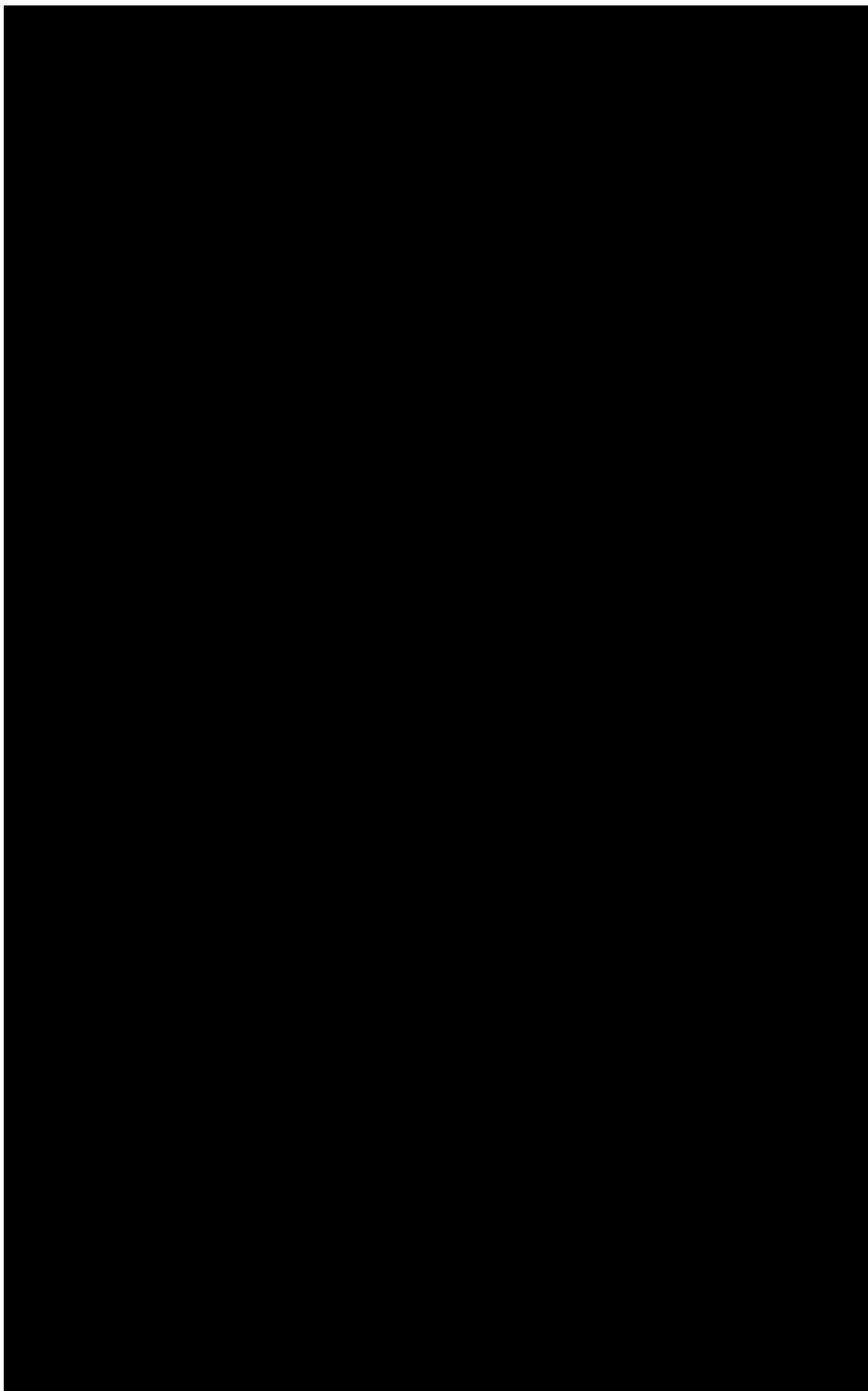
**SCHEDULE A18**

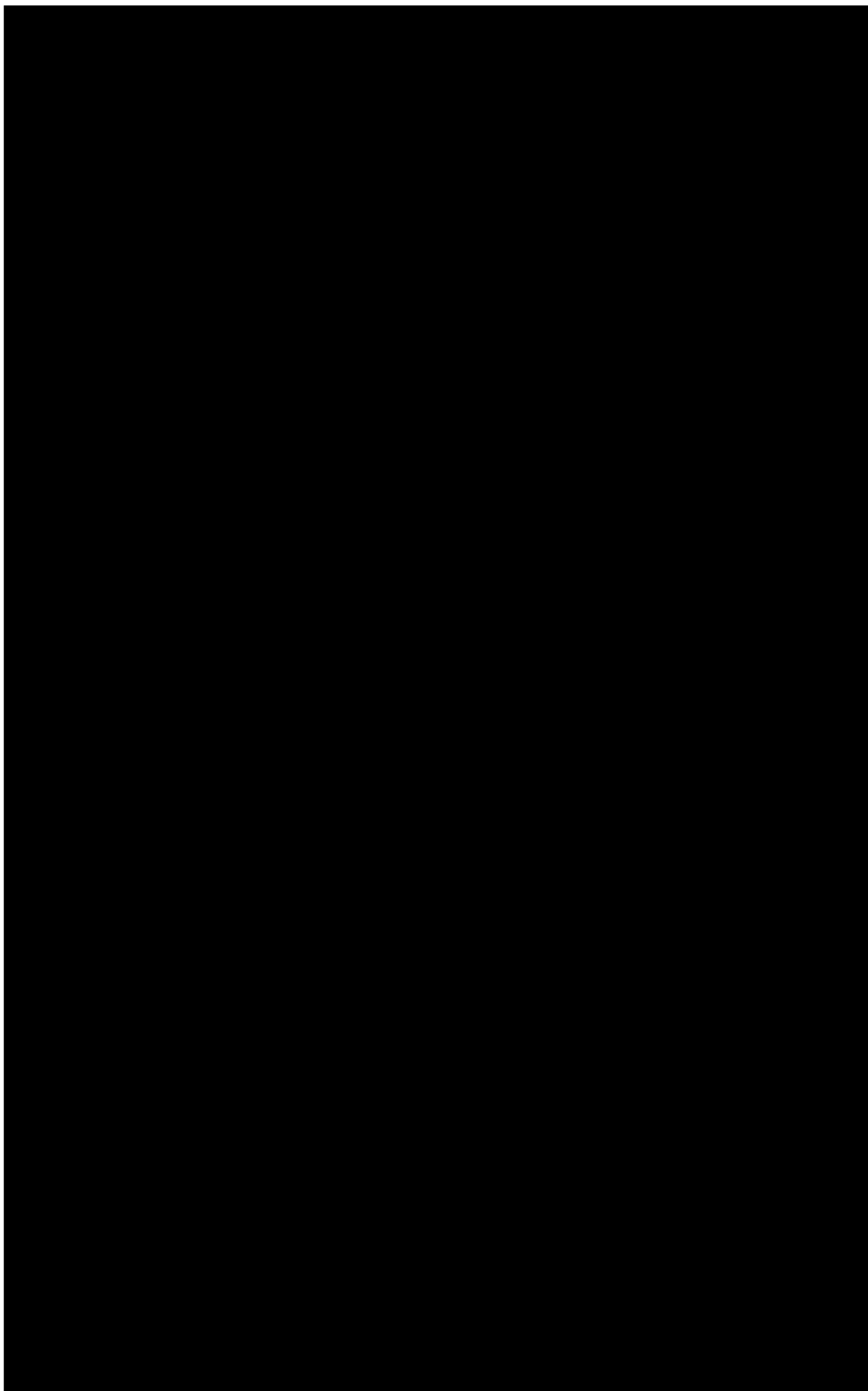
**SWM3 Operator Cooperation and Integration Deed**

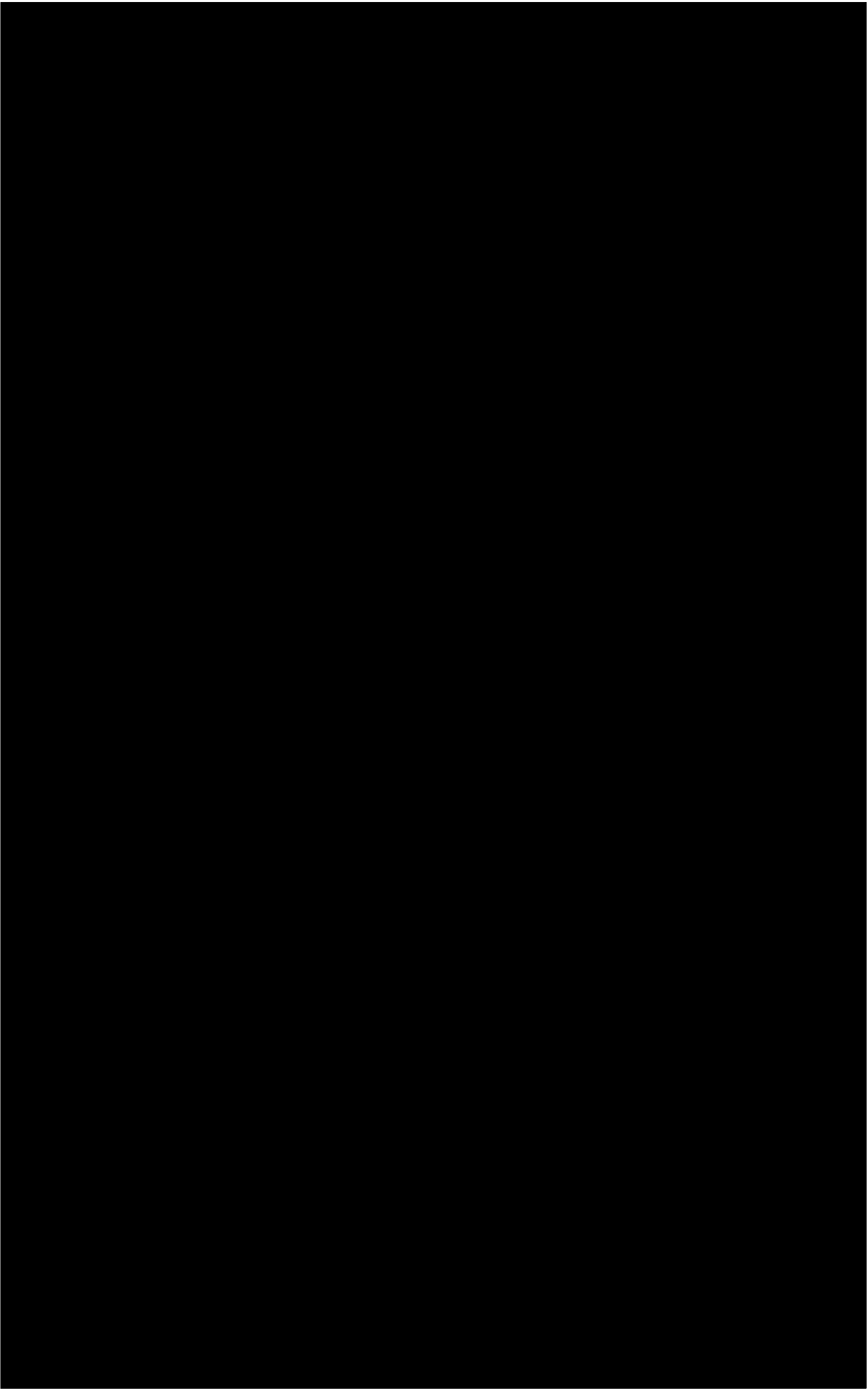
(Clauses 1.1, 3.2(a), 3.4, 14.3(a)(i)(H), 14.14(c), 22.14(c) and 22.14(d))

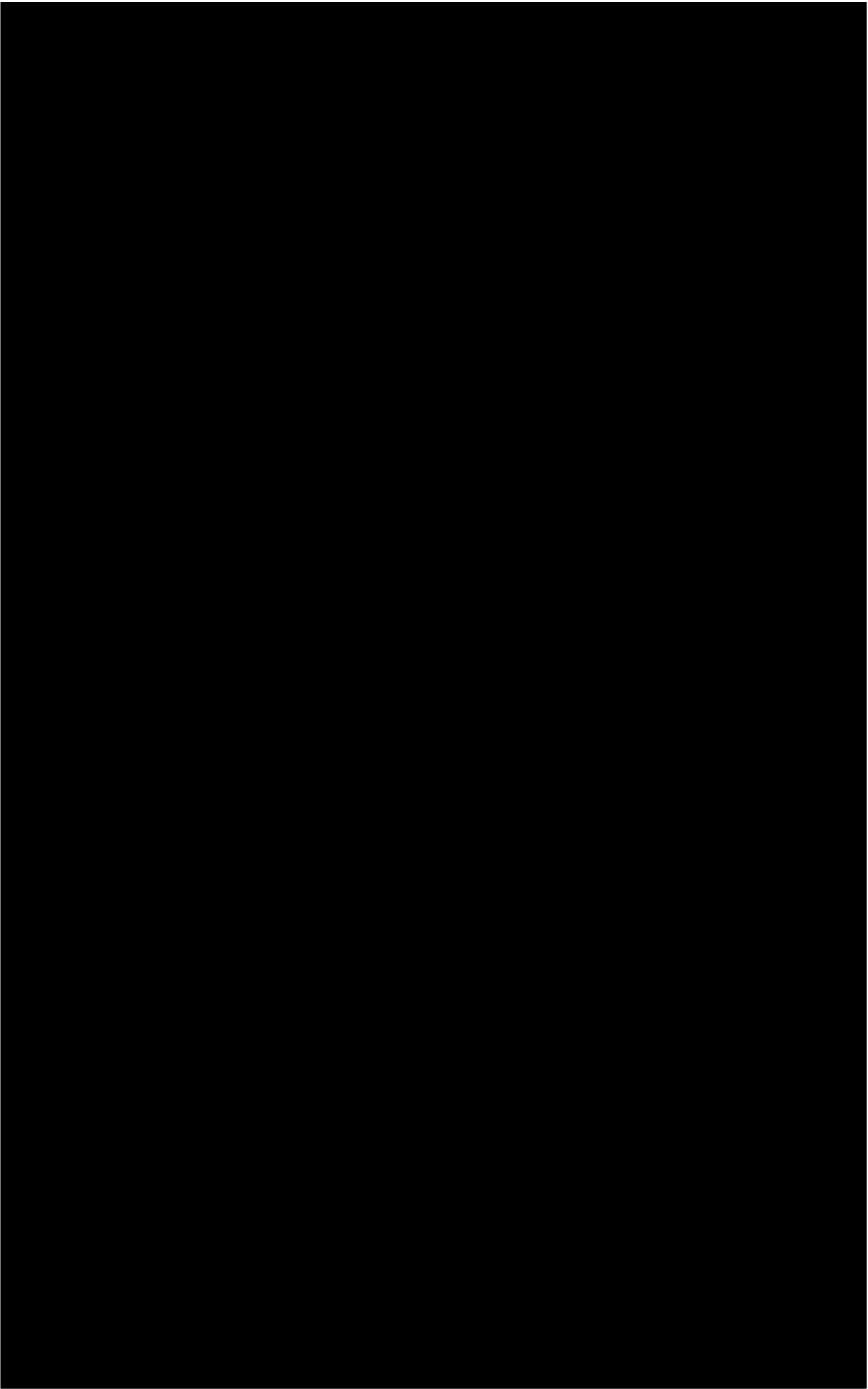


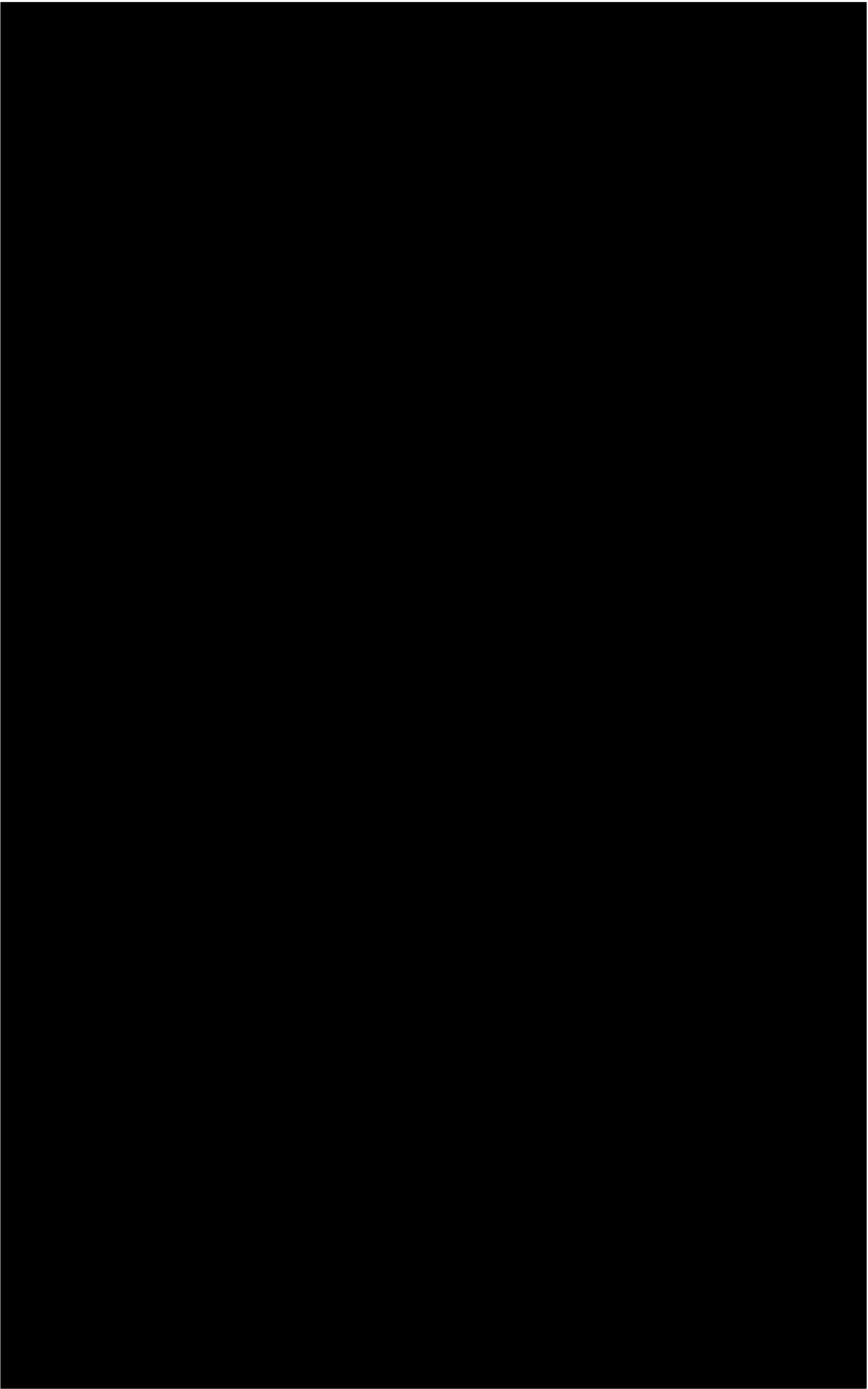


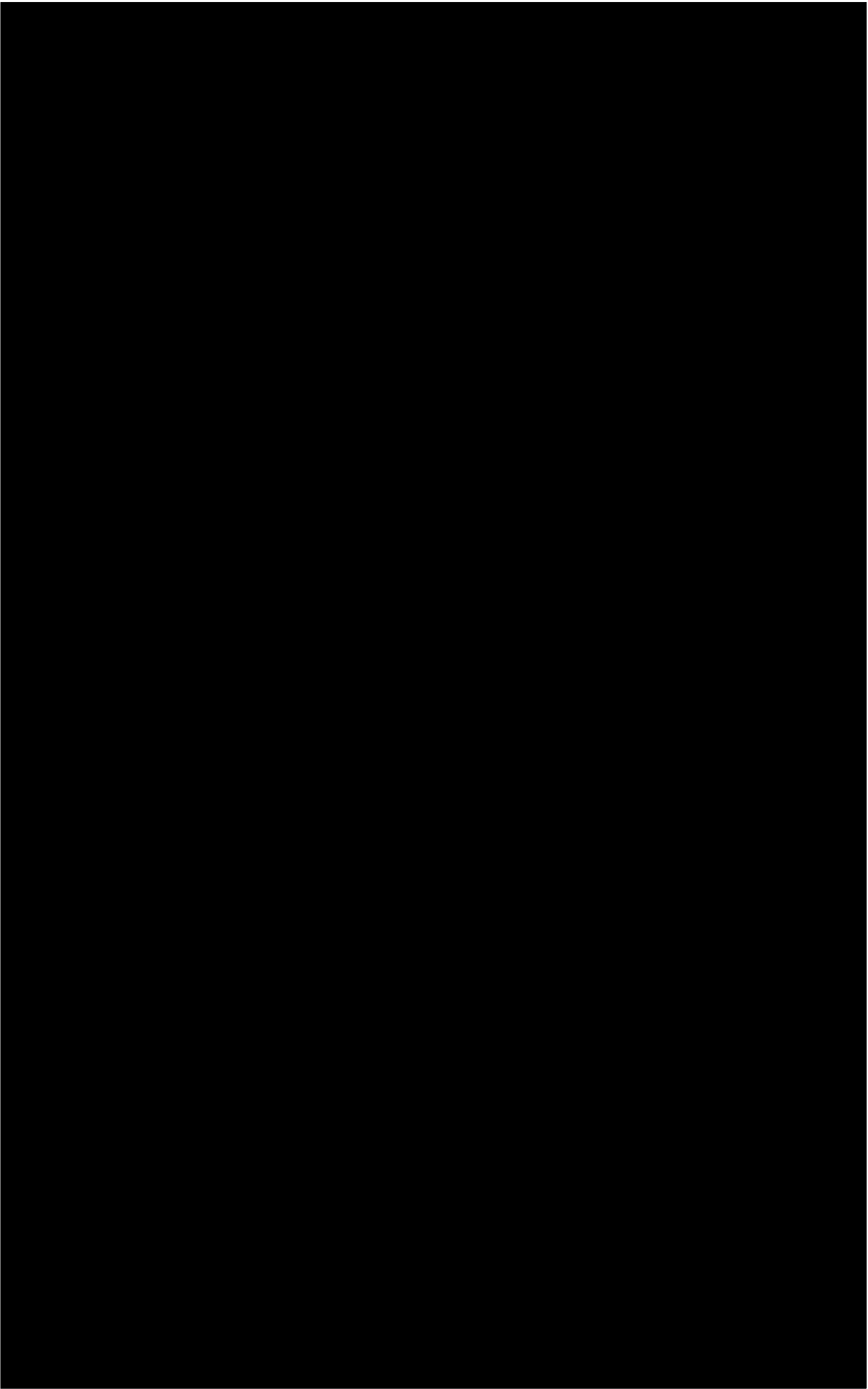




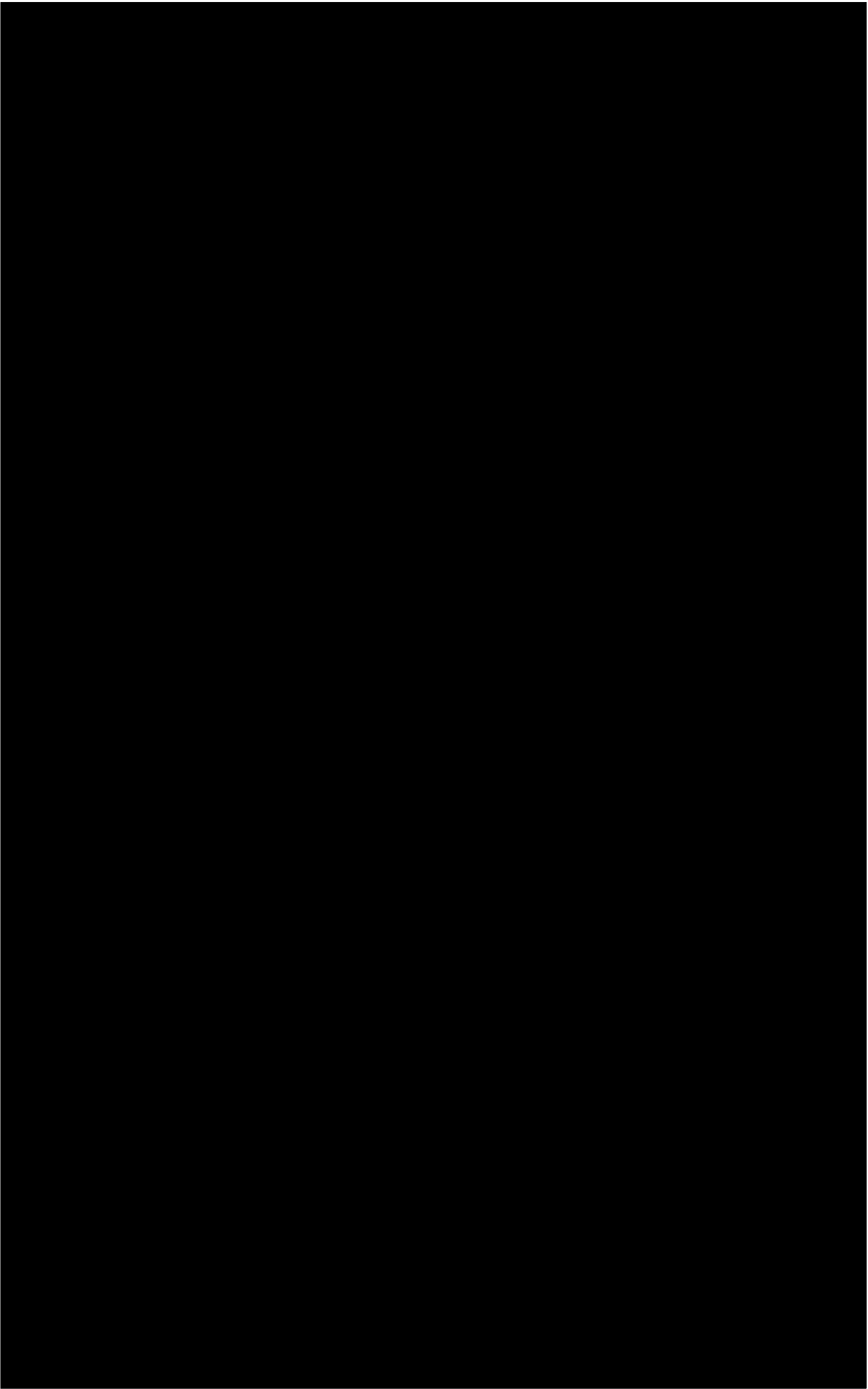


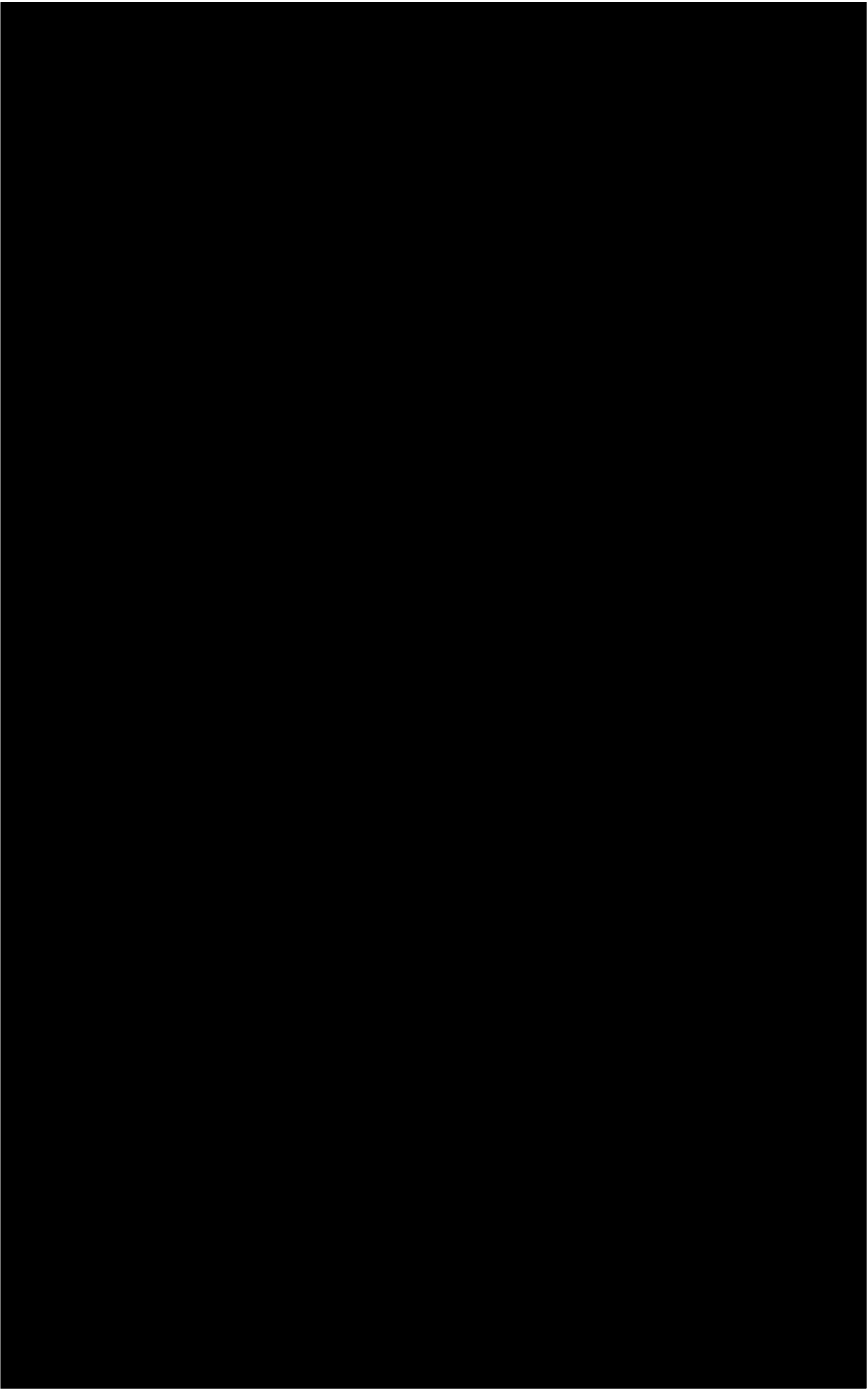


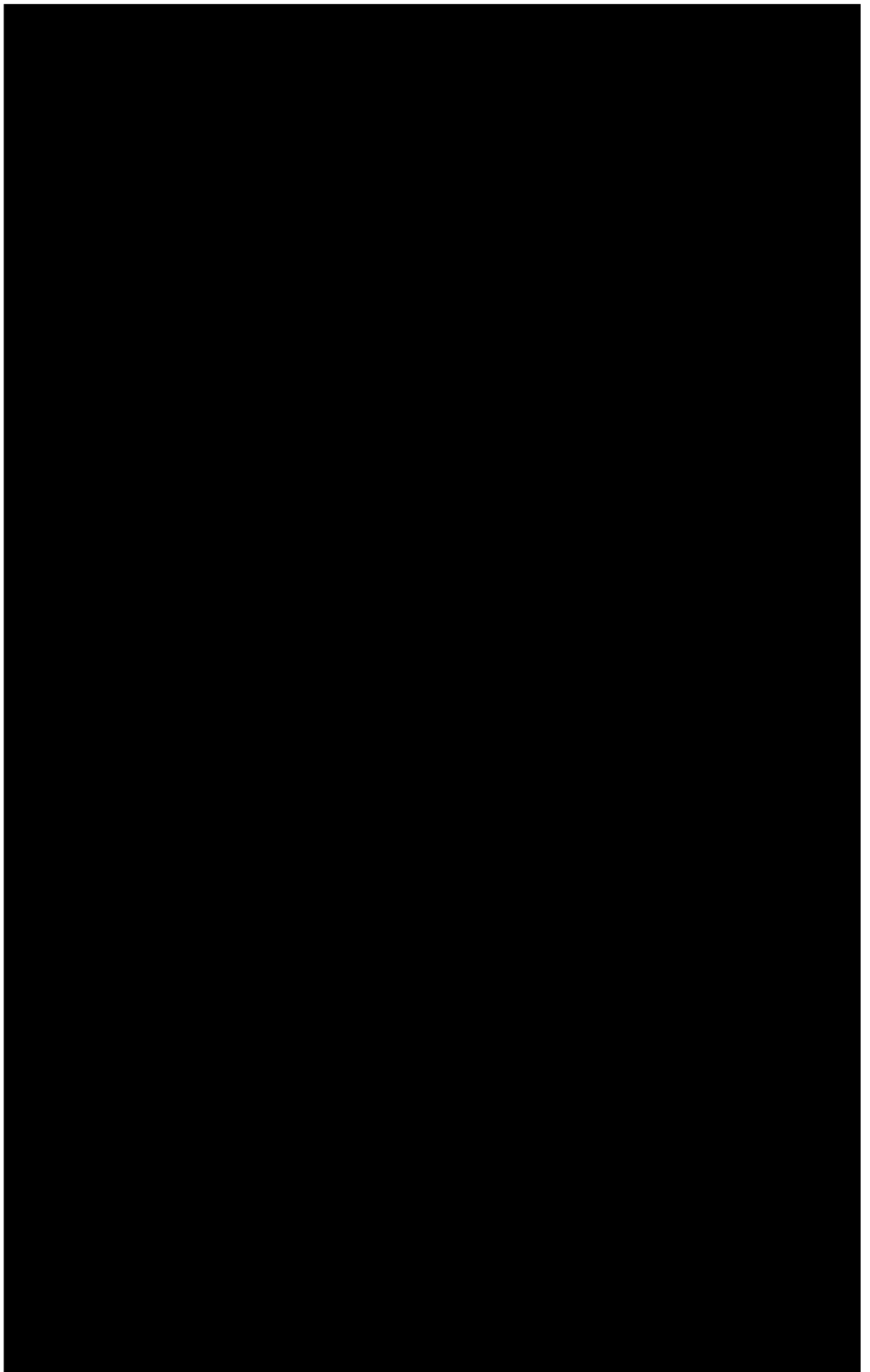


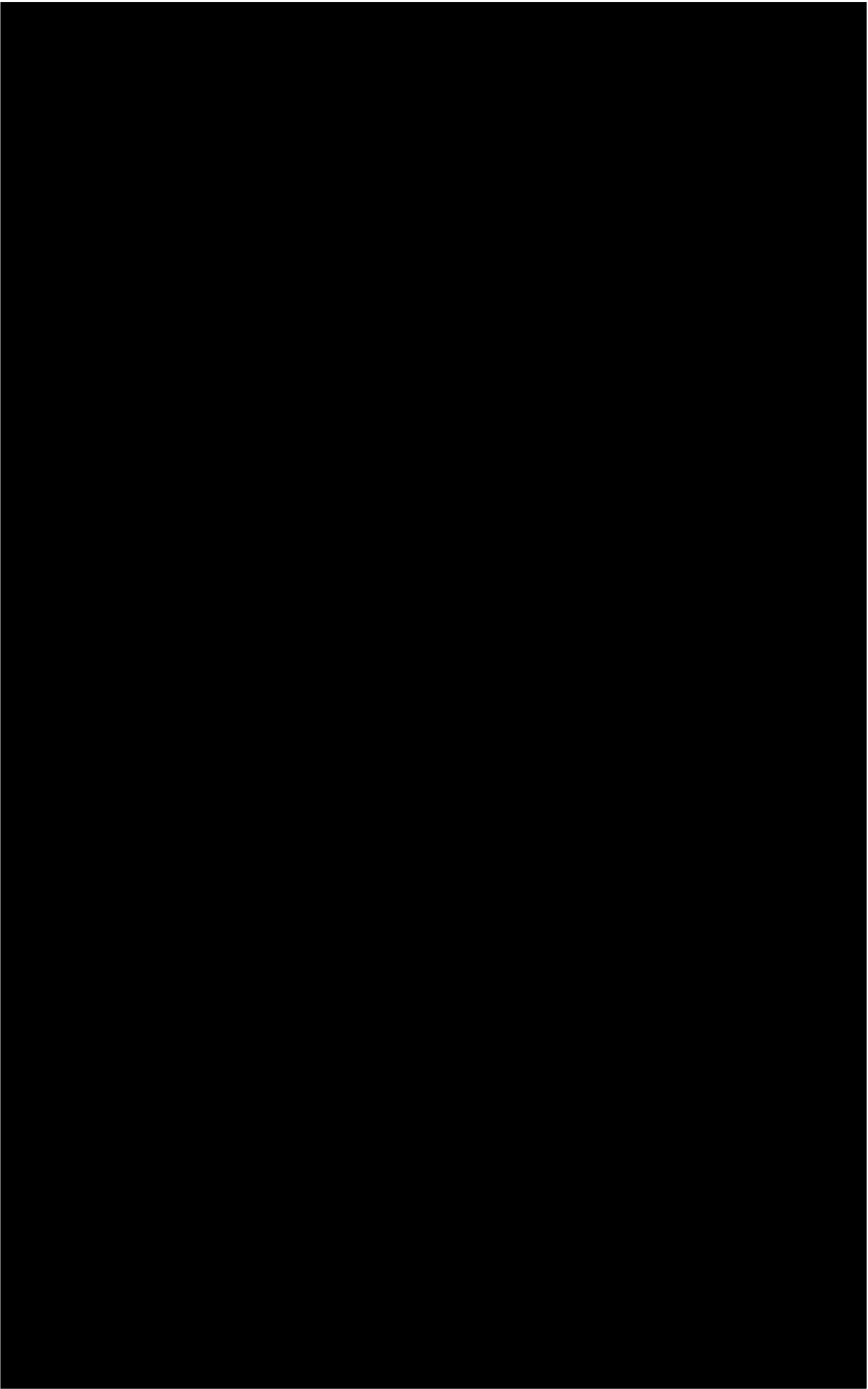


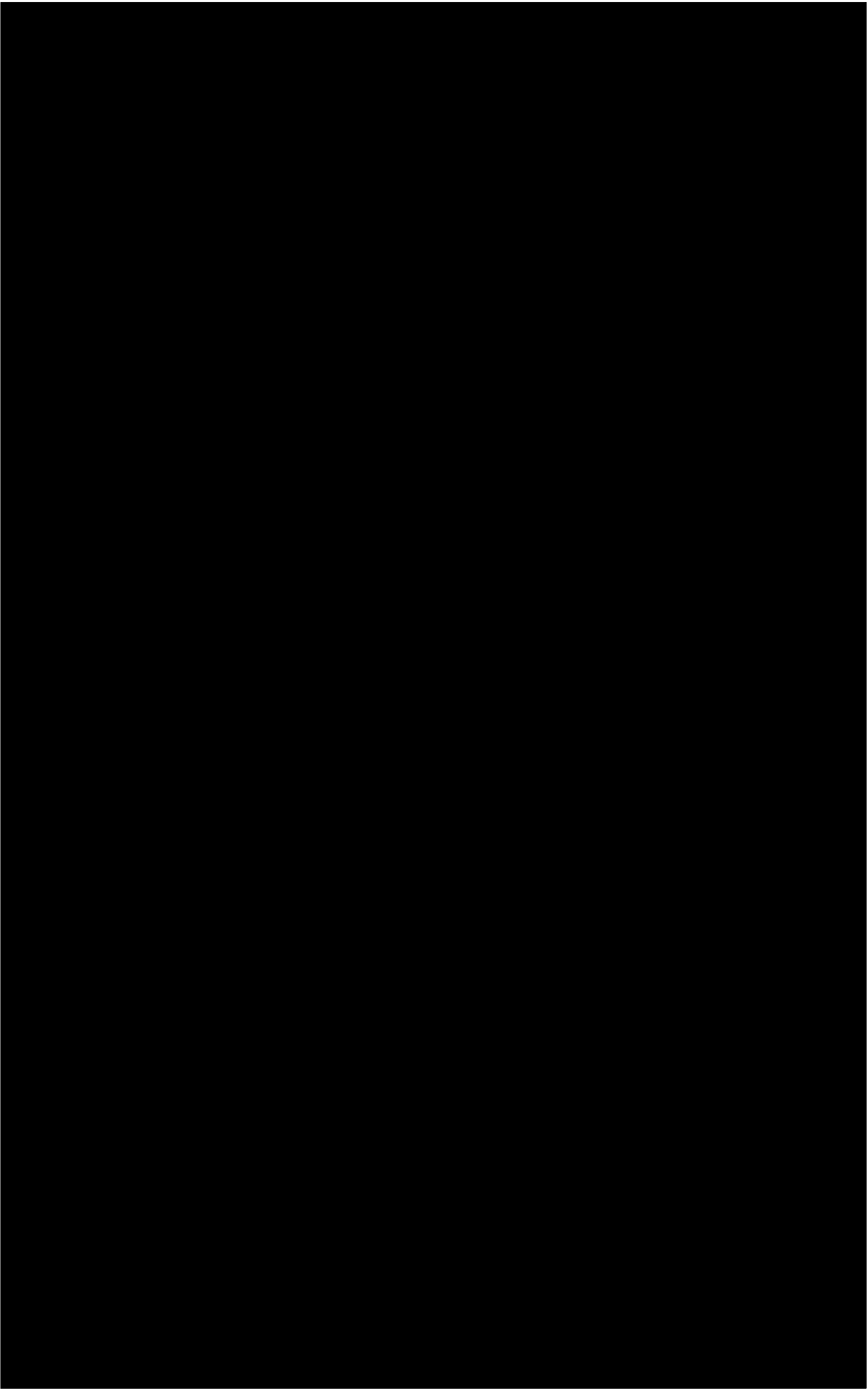


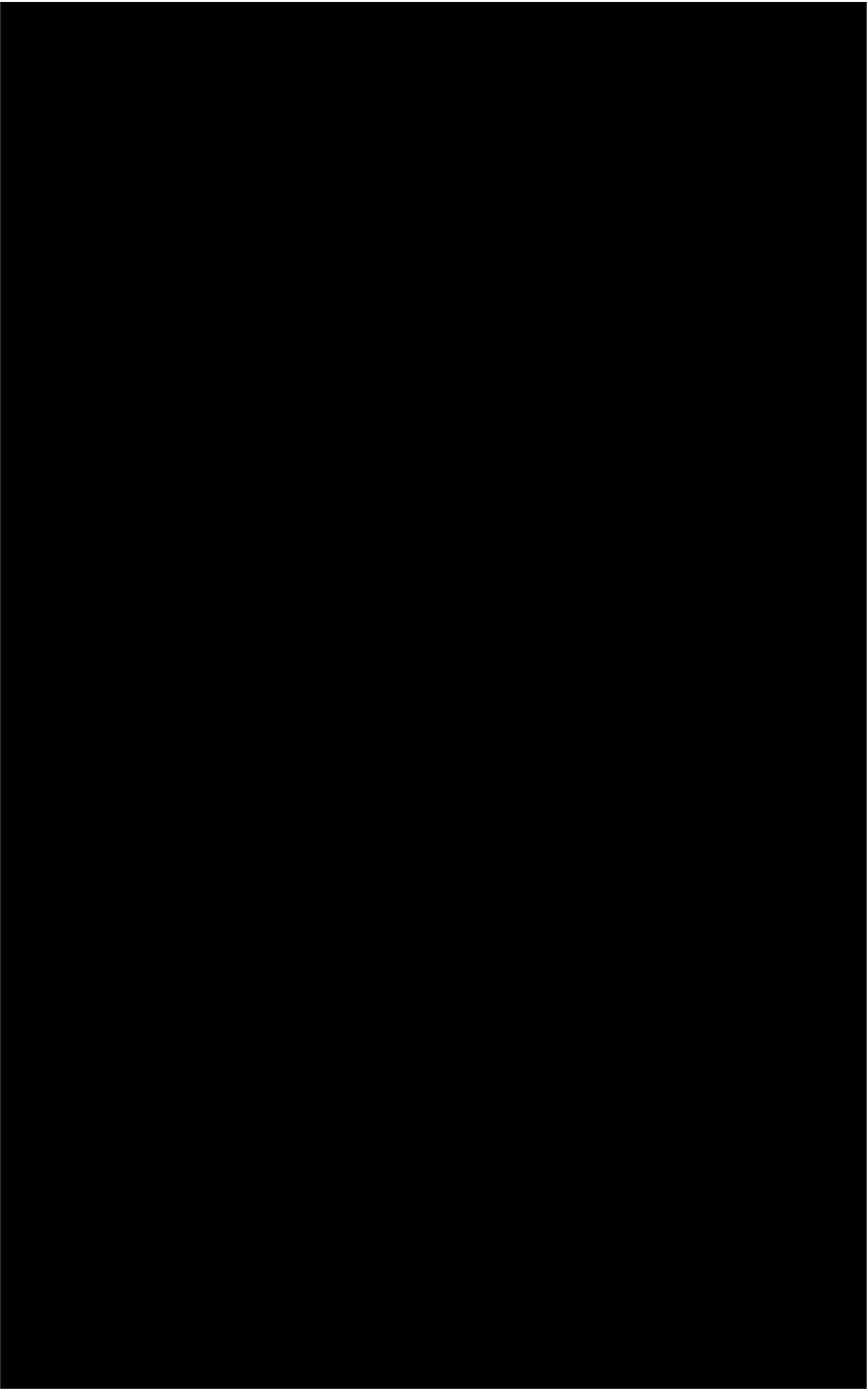


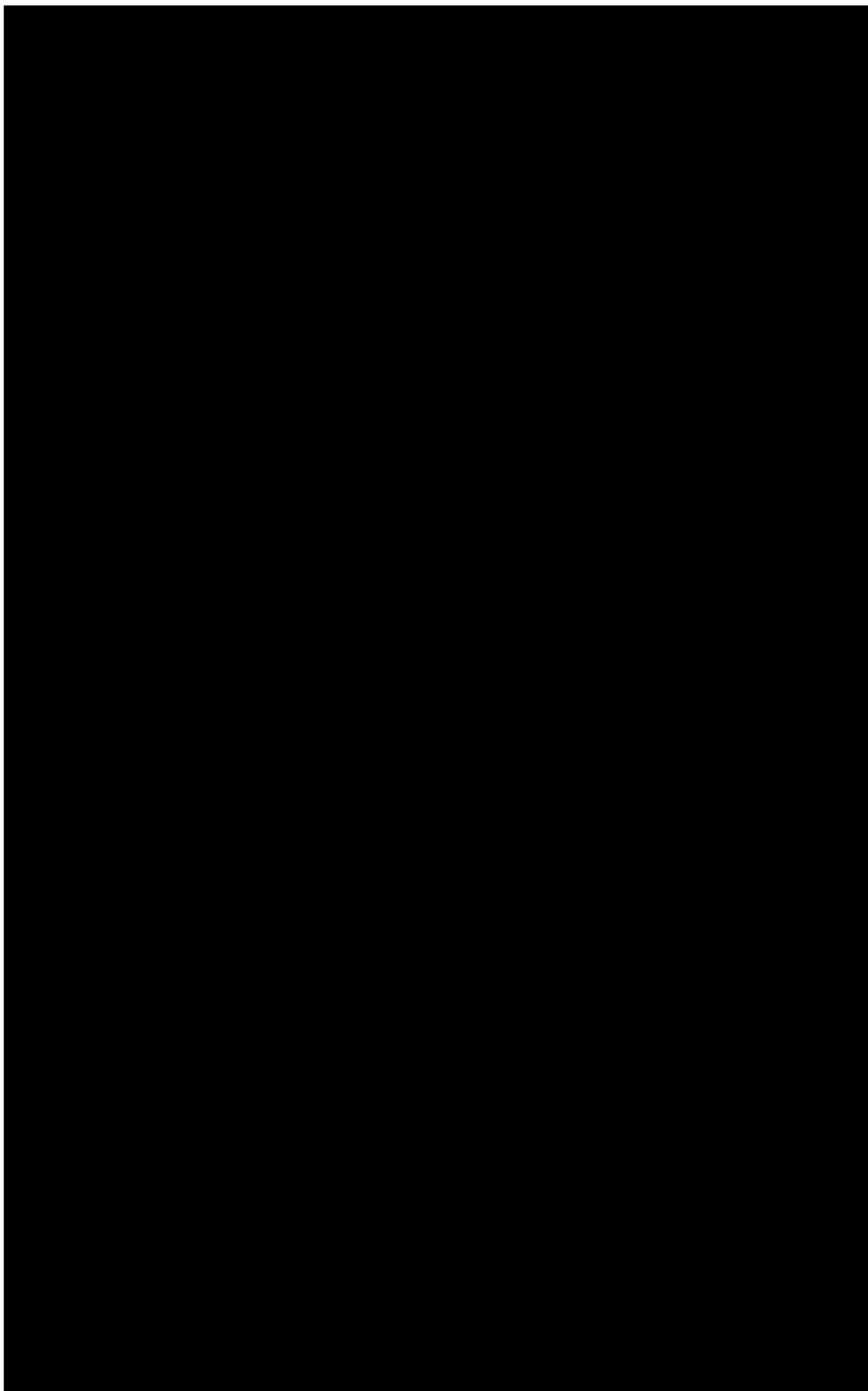


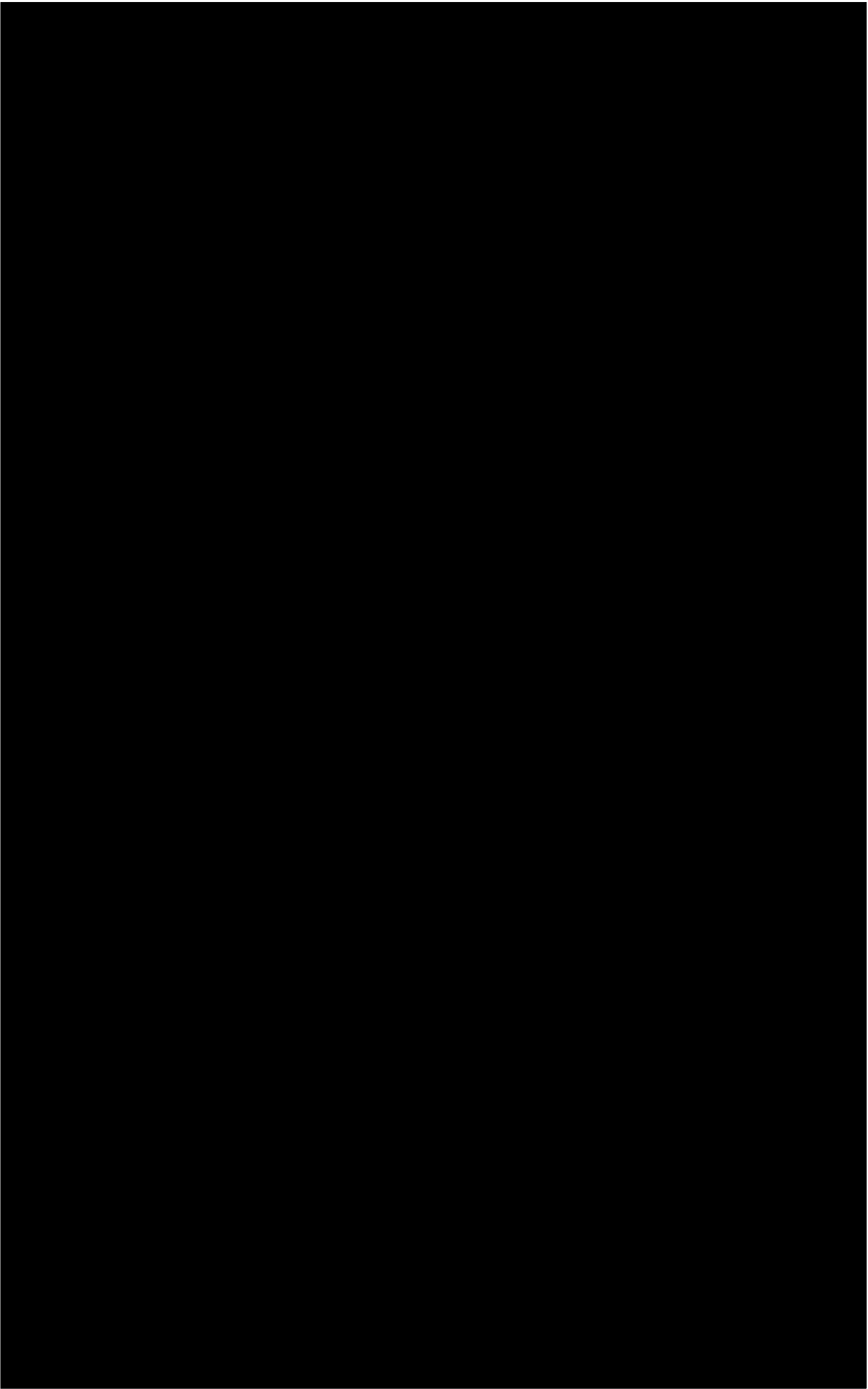








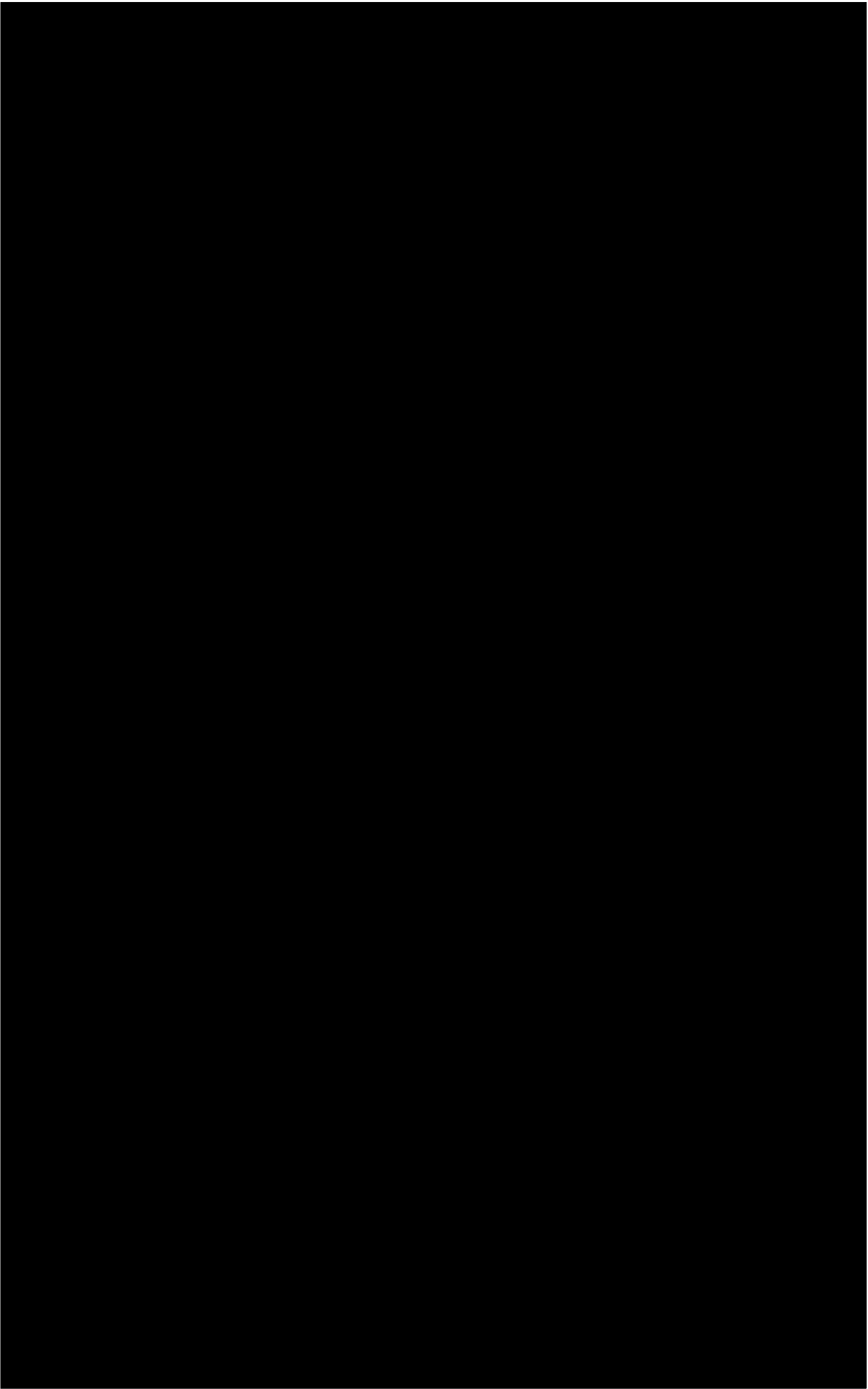


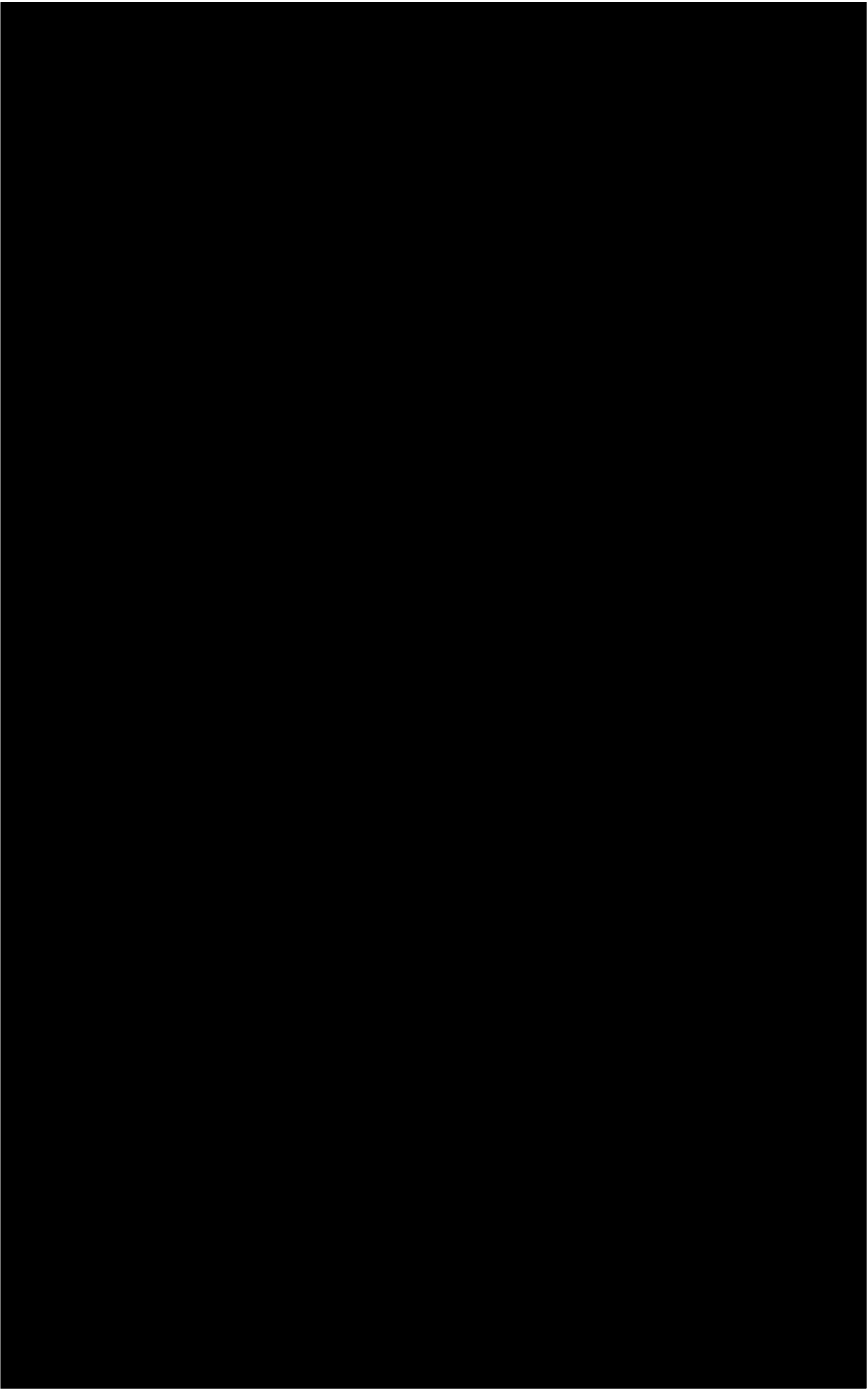


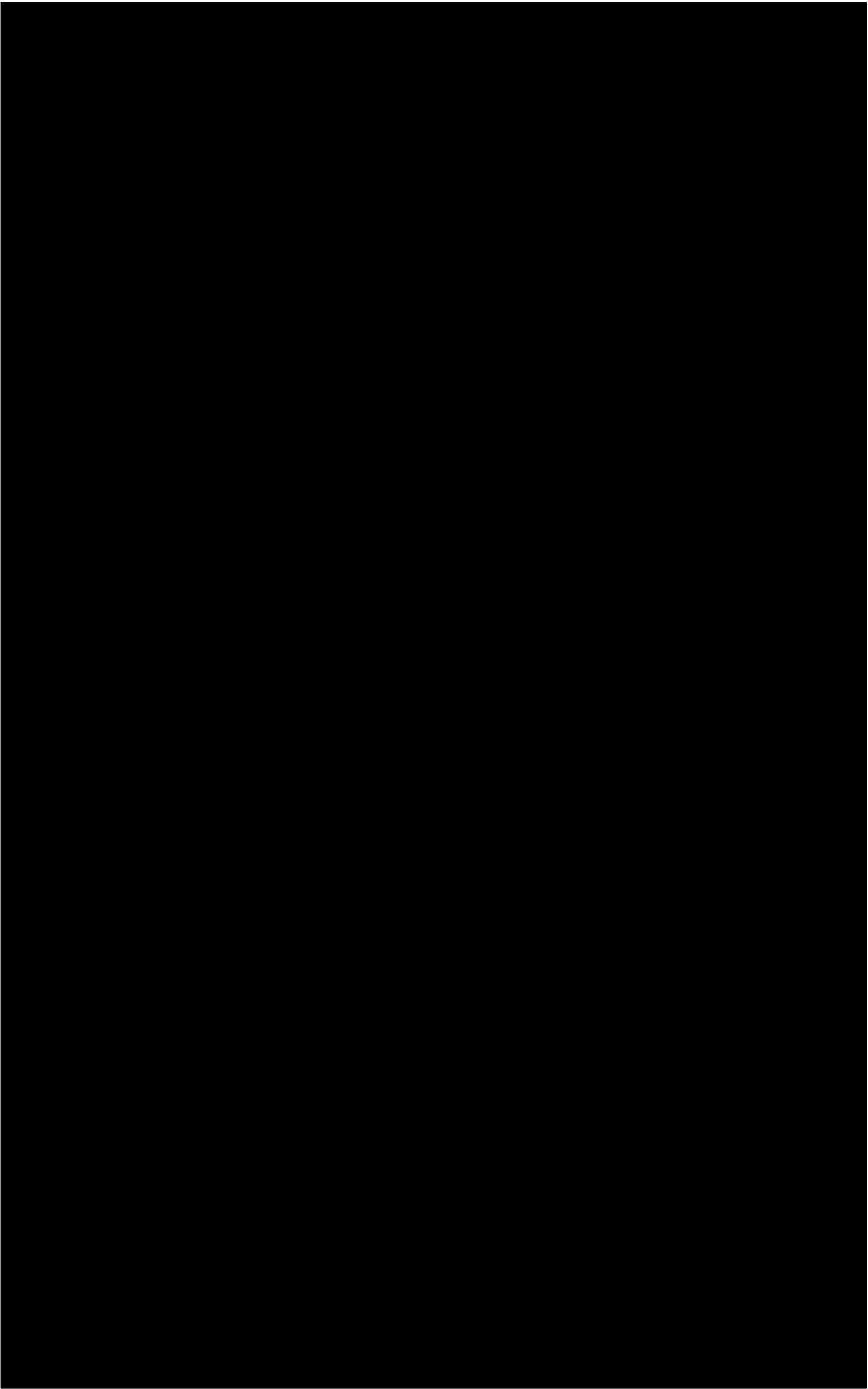
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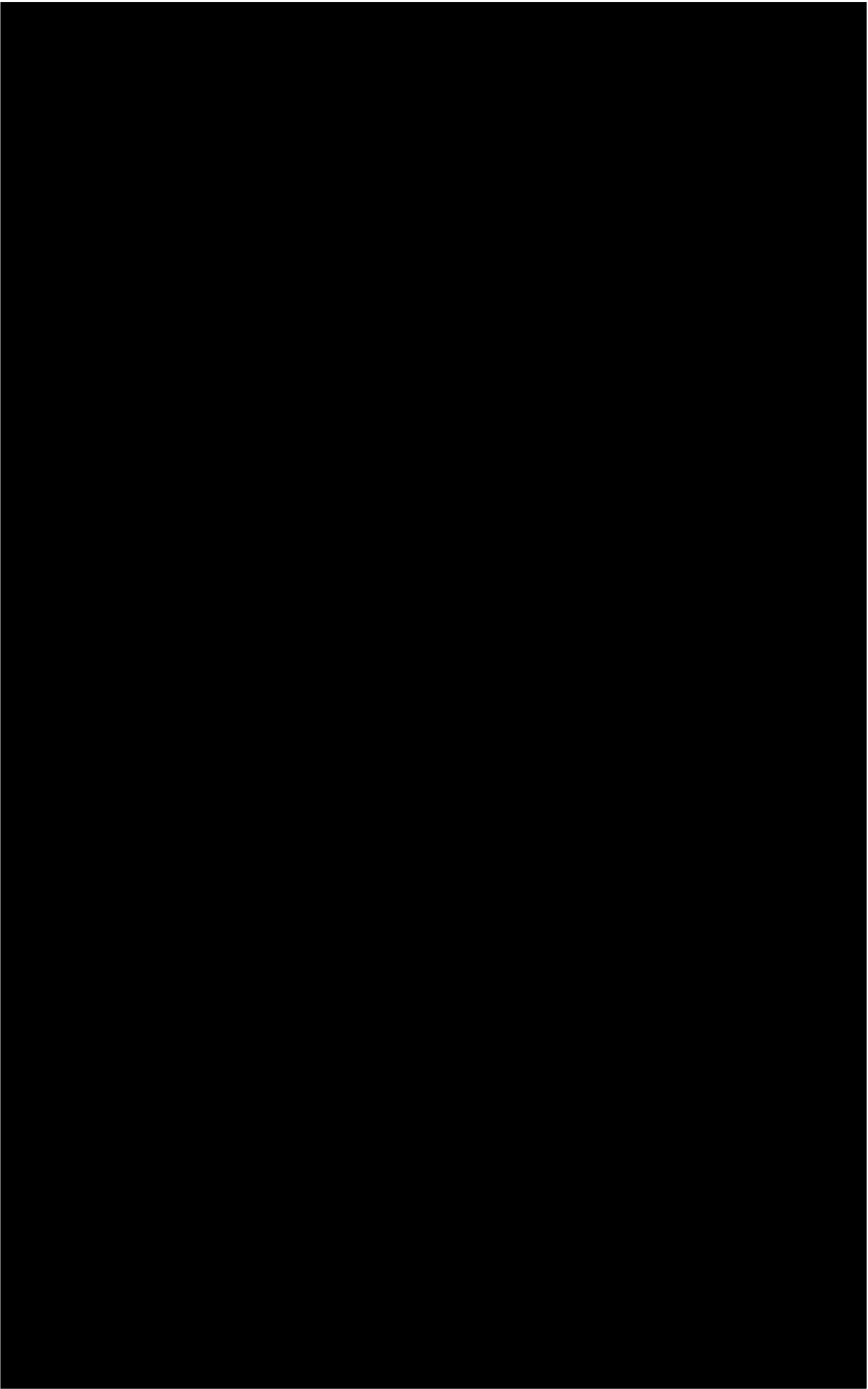


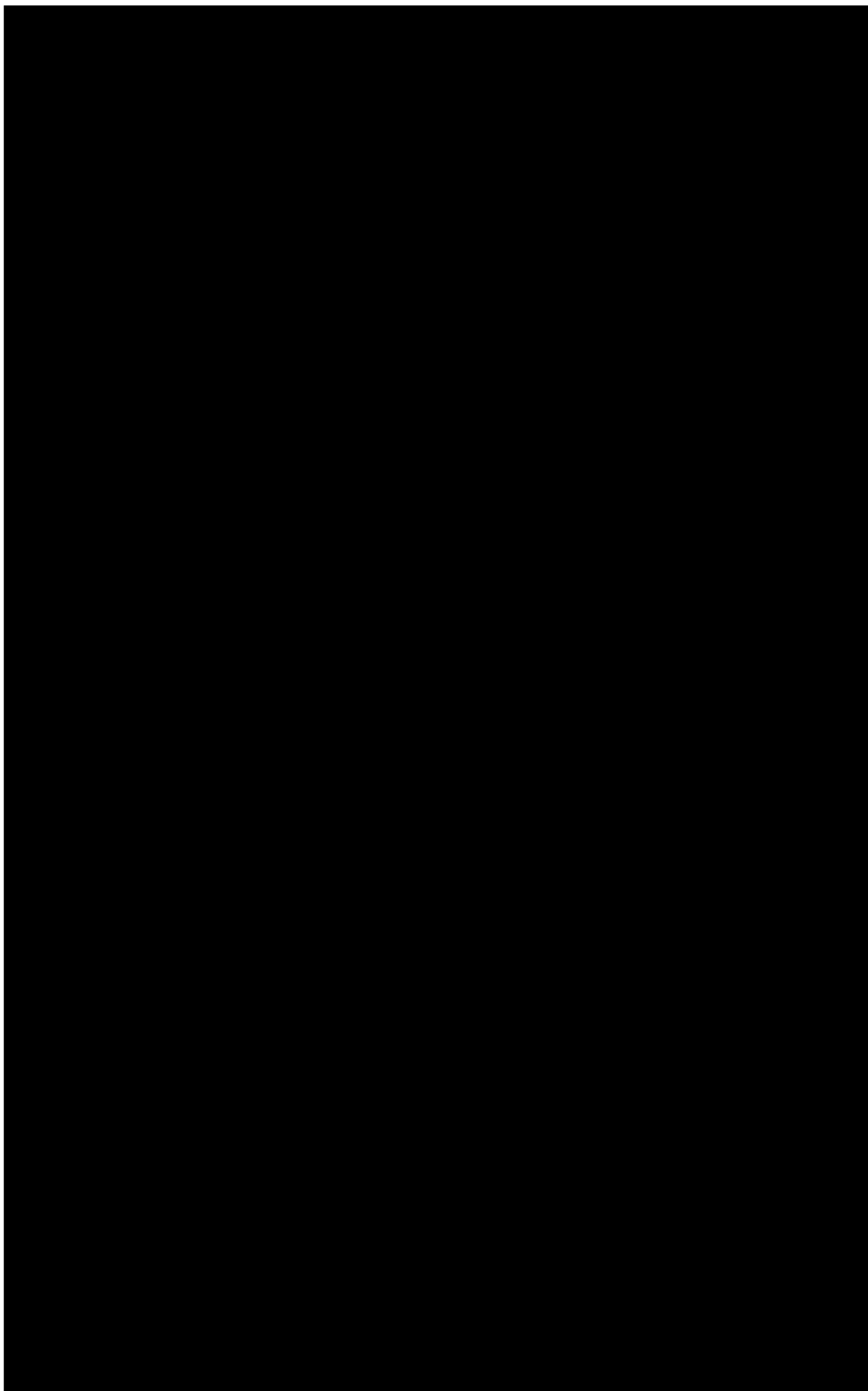


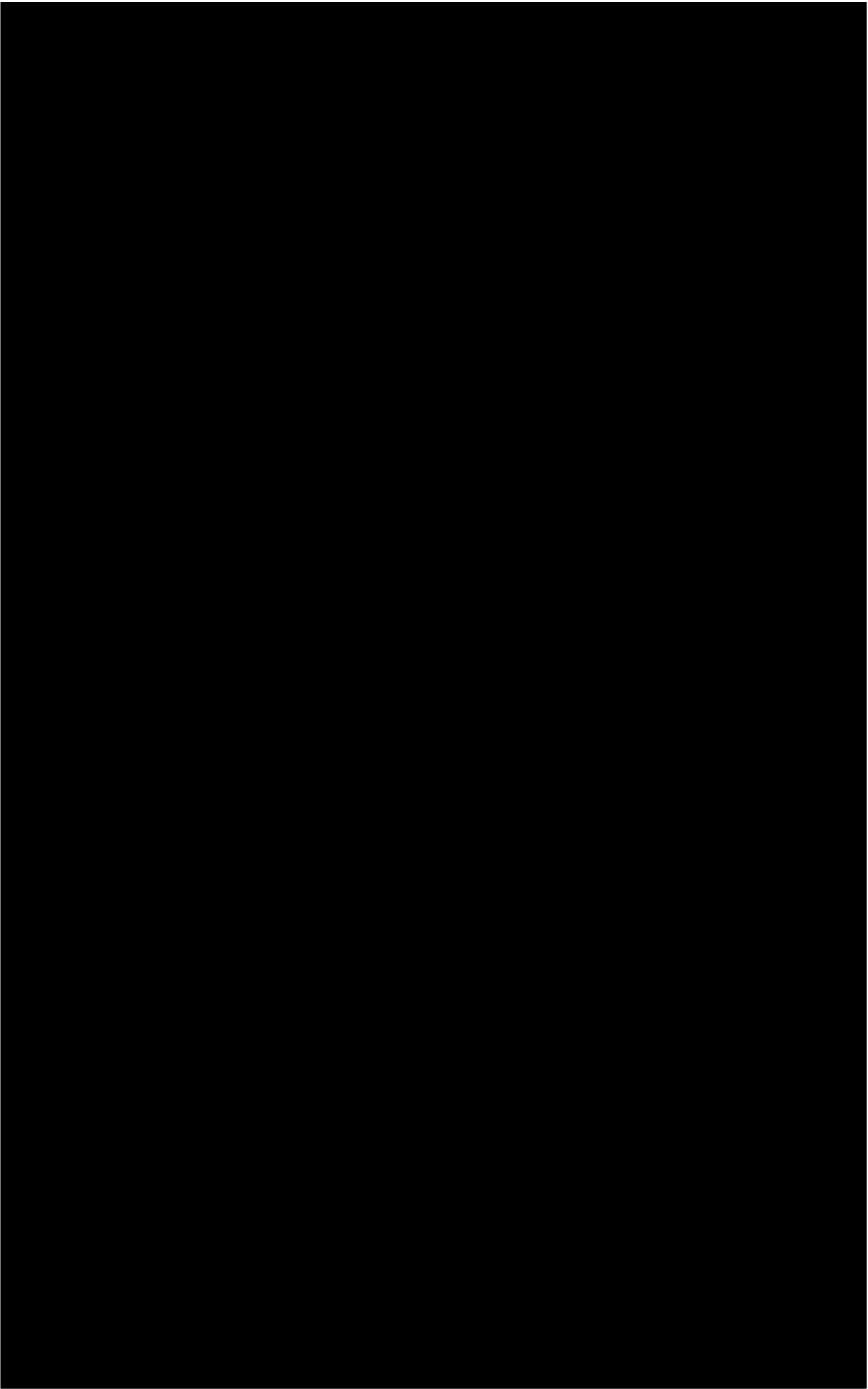


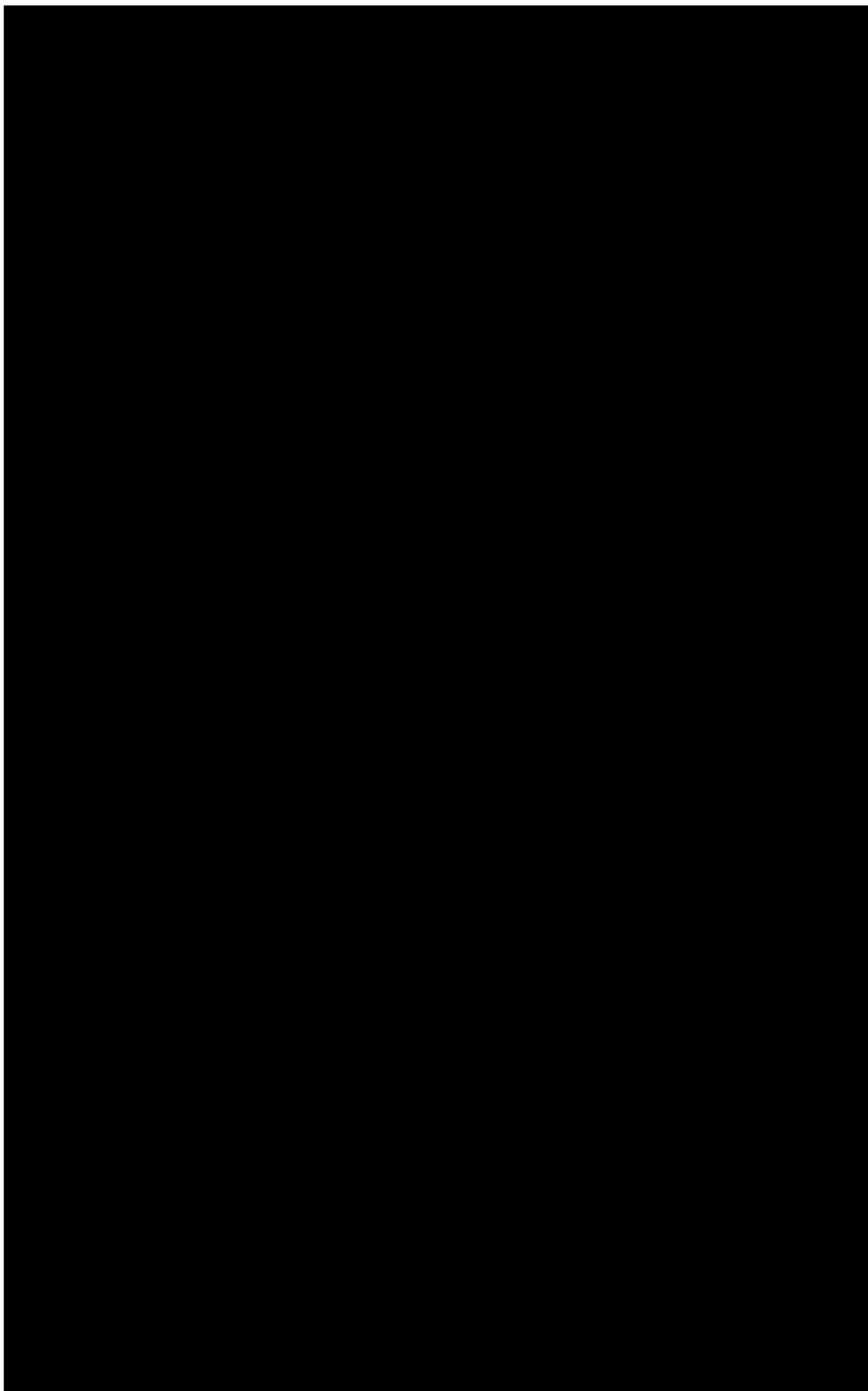
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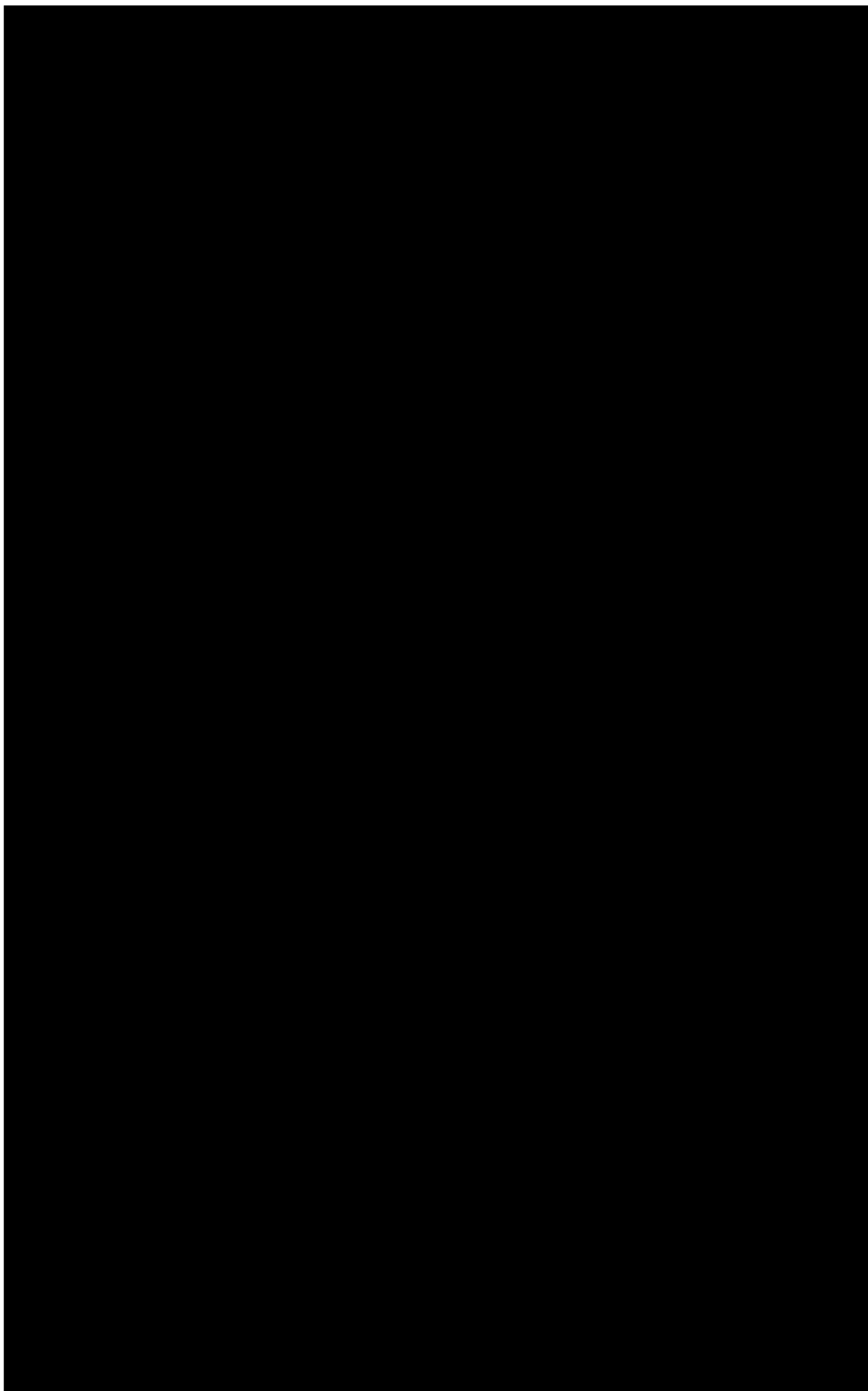
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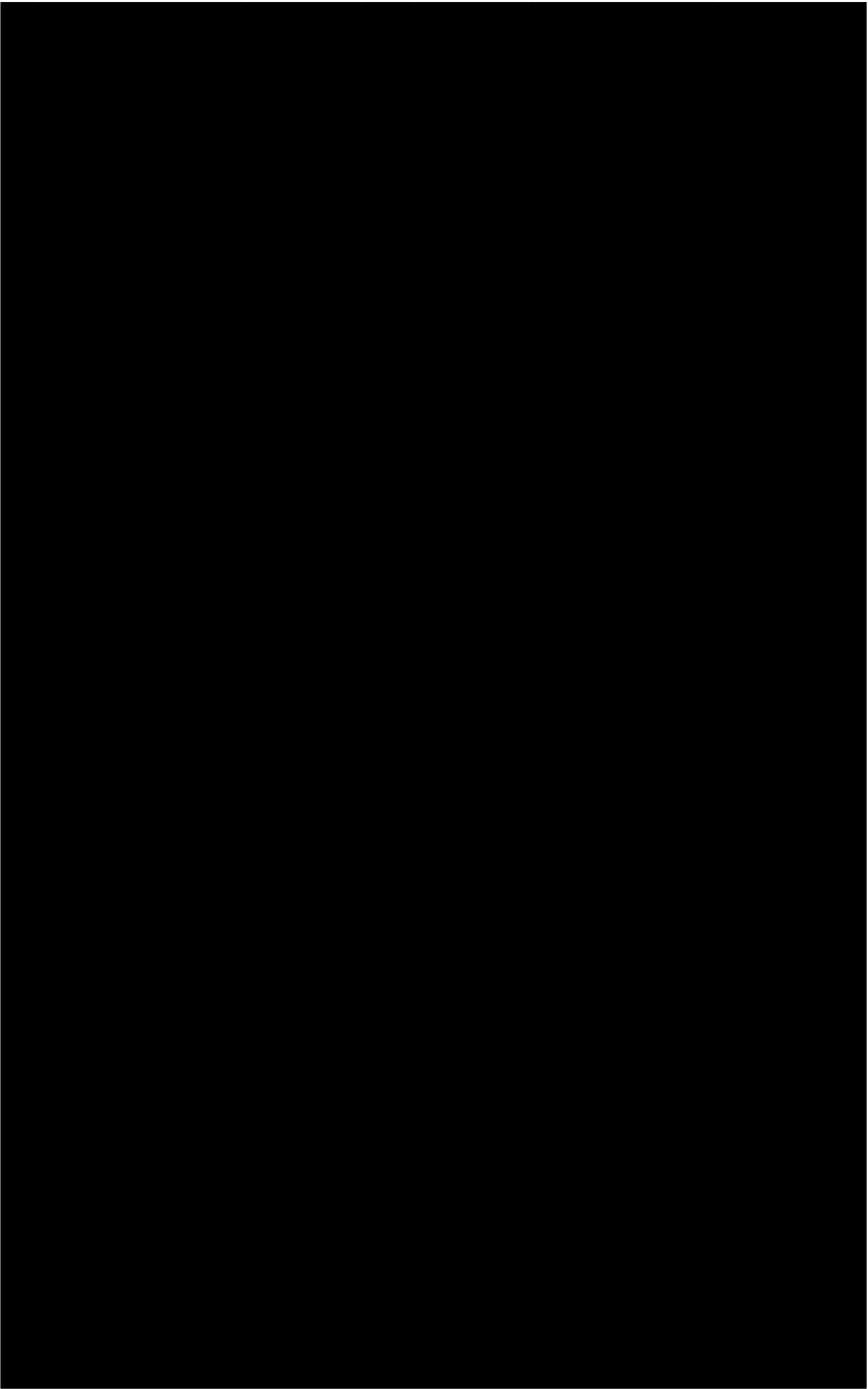






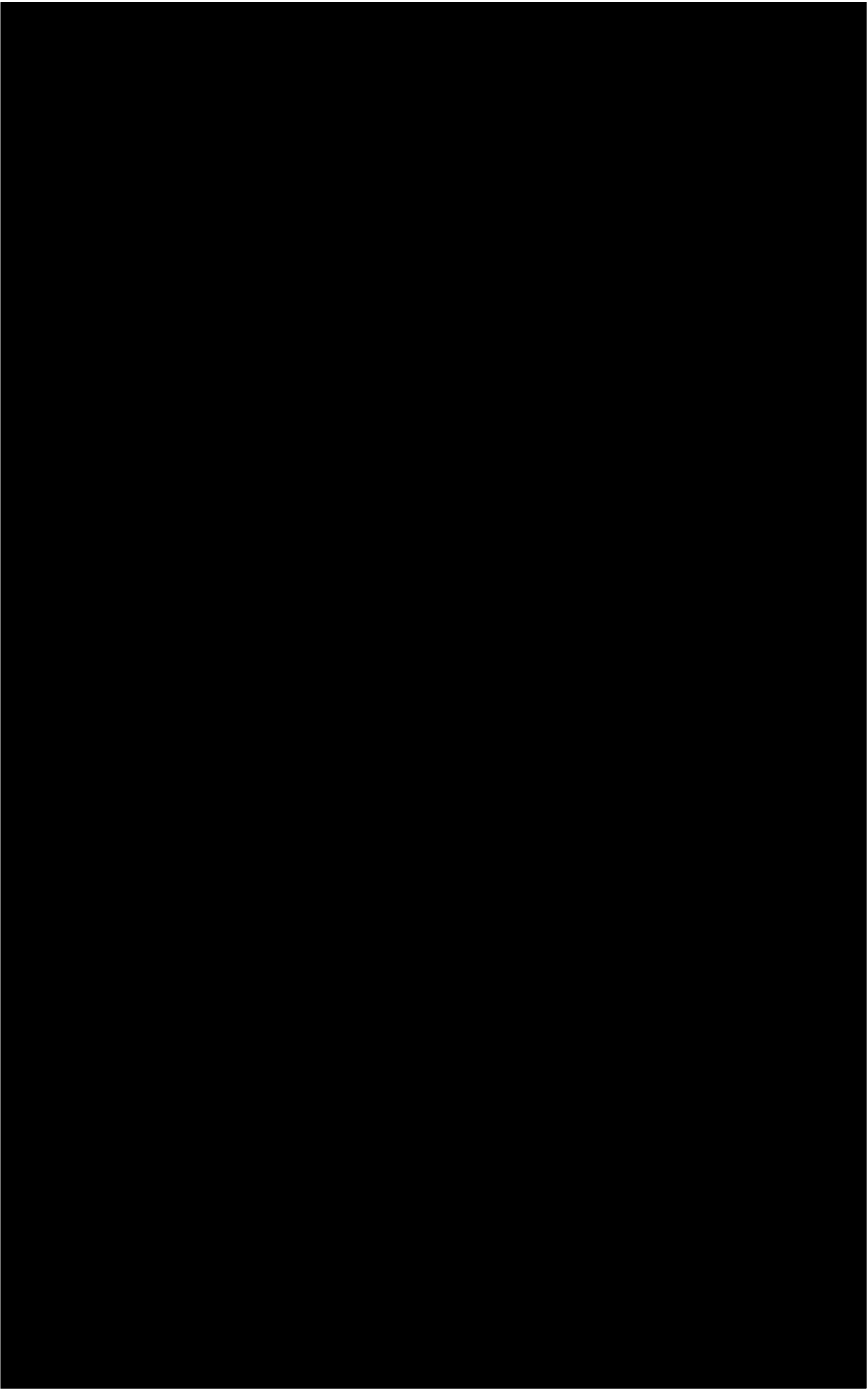






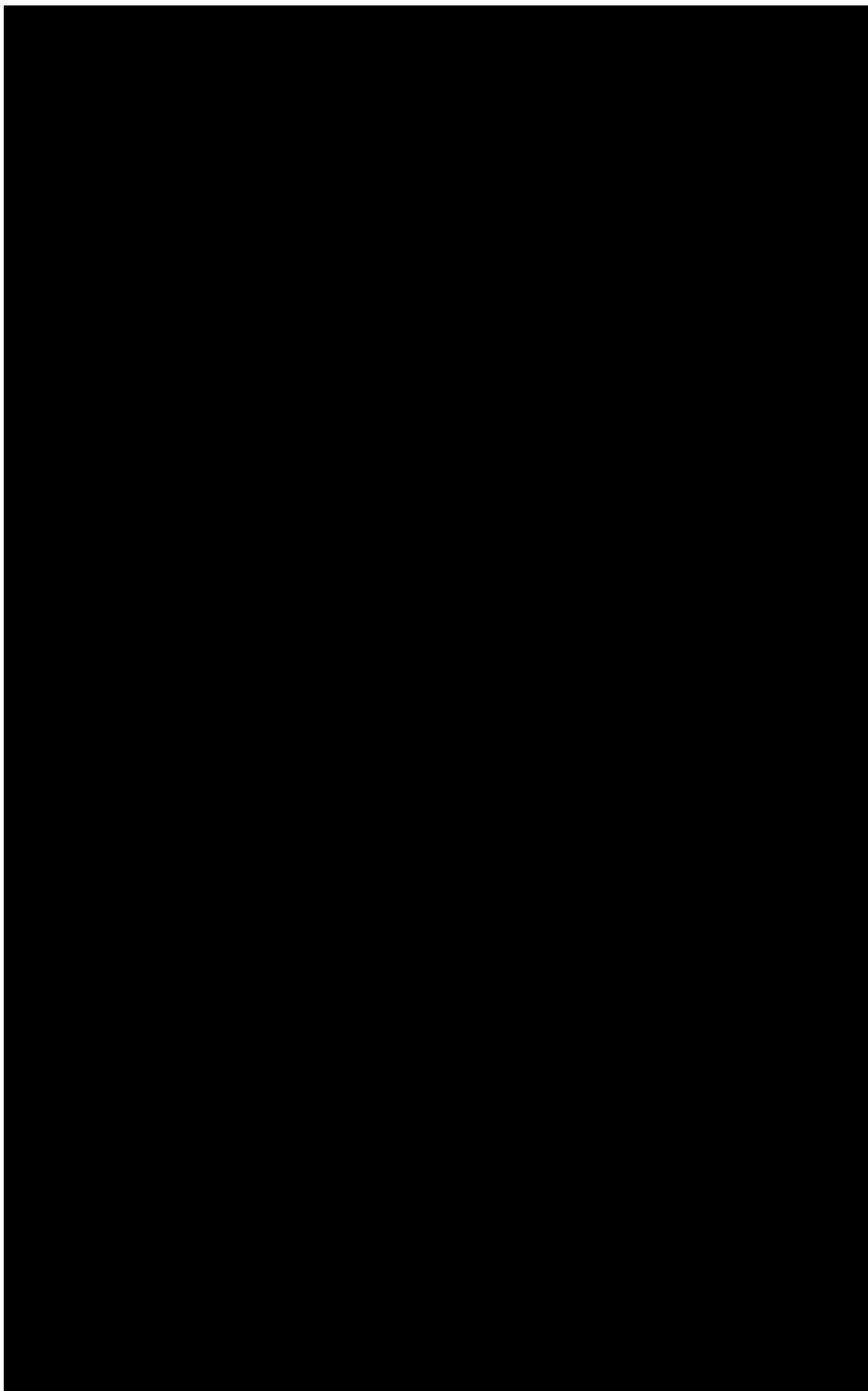
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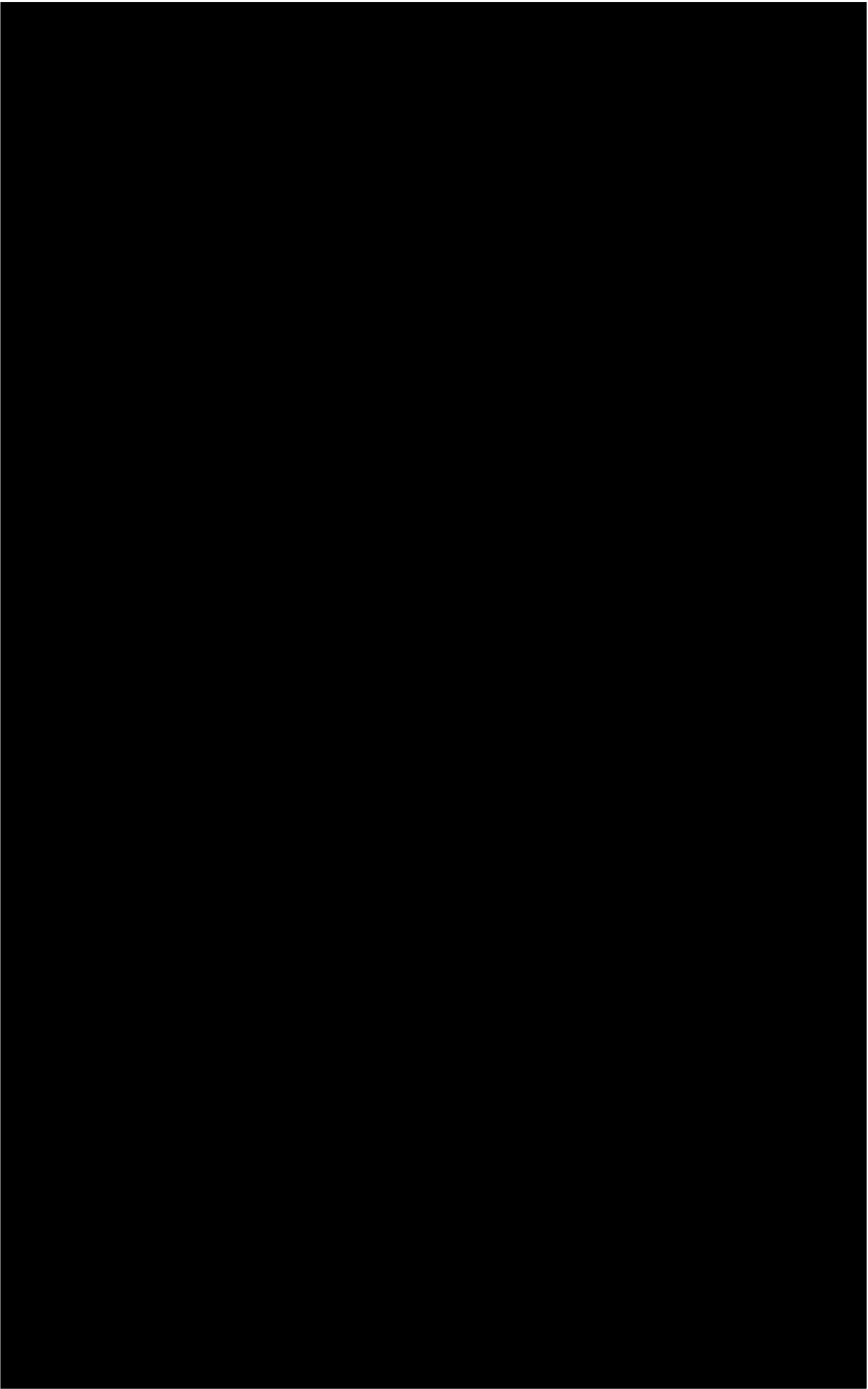
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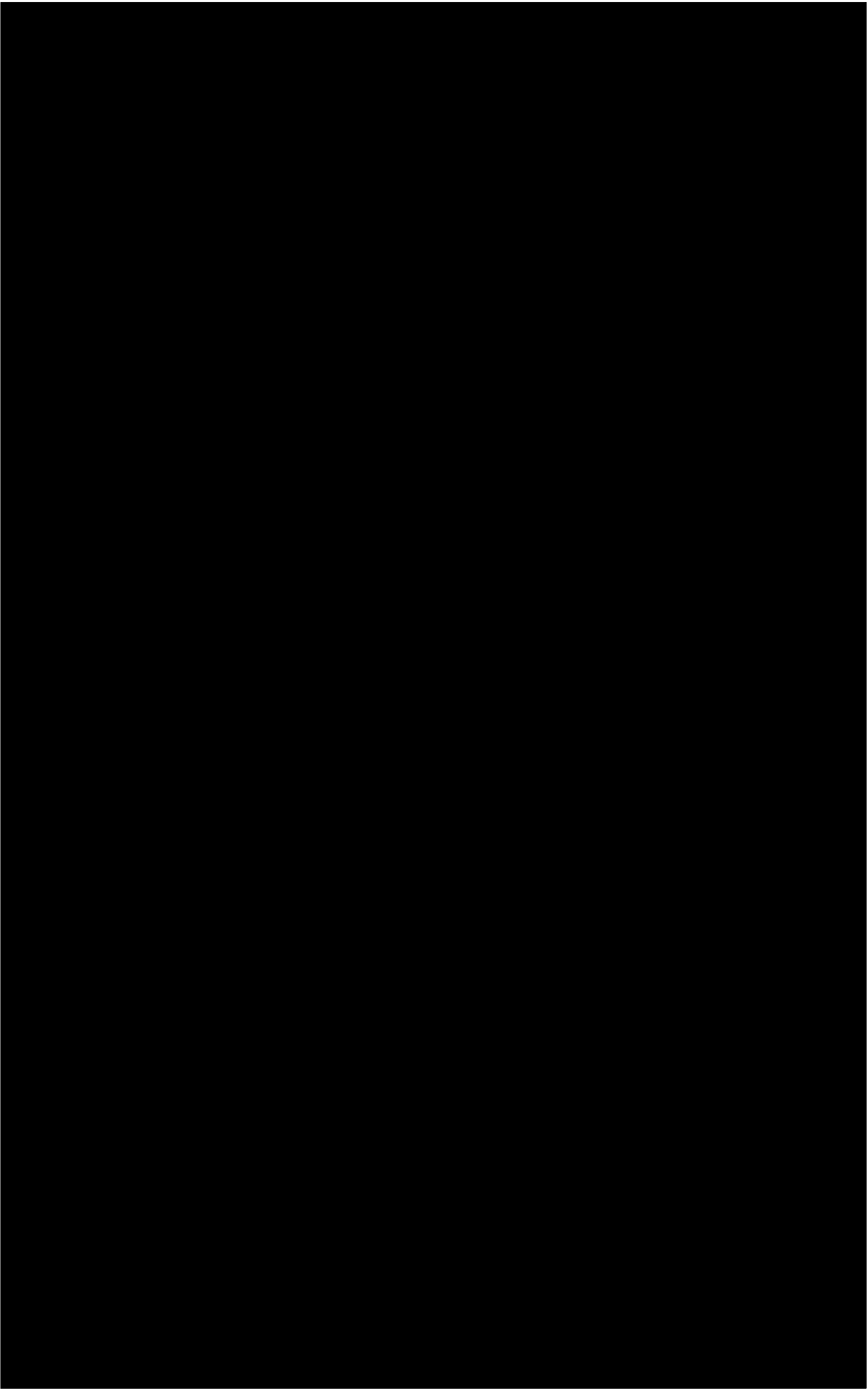
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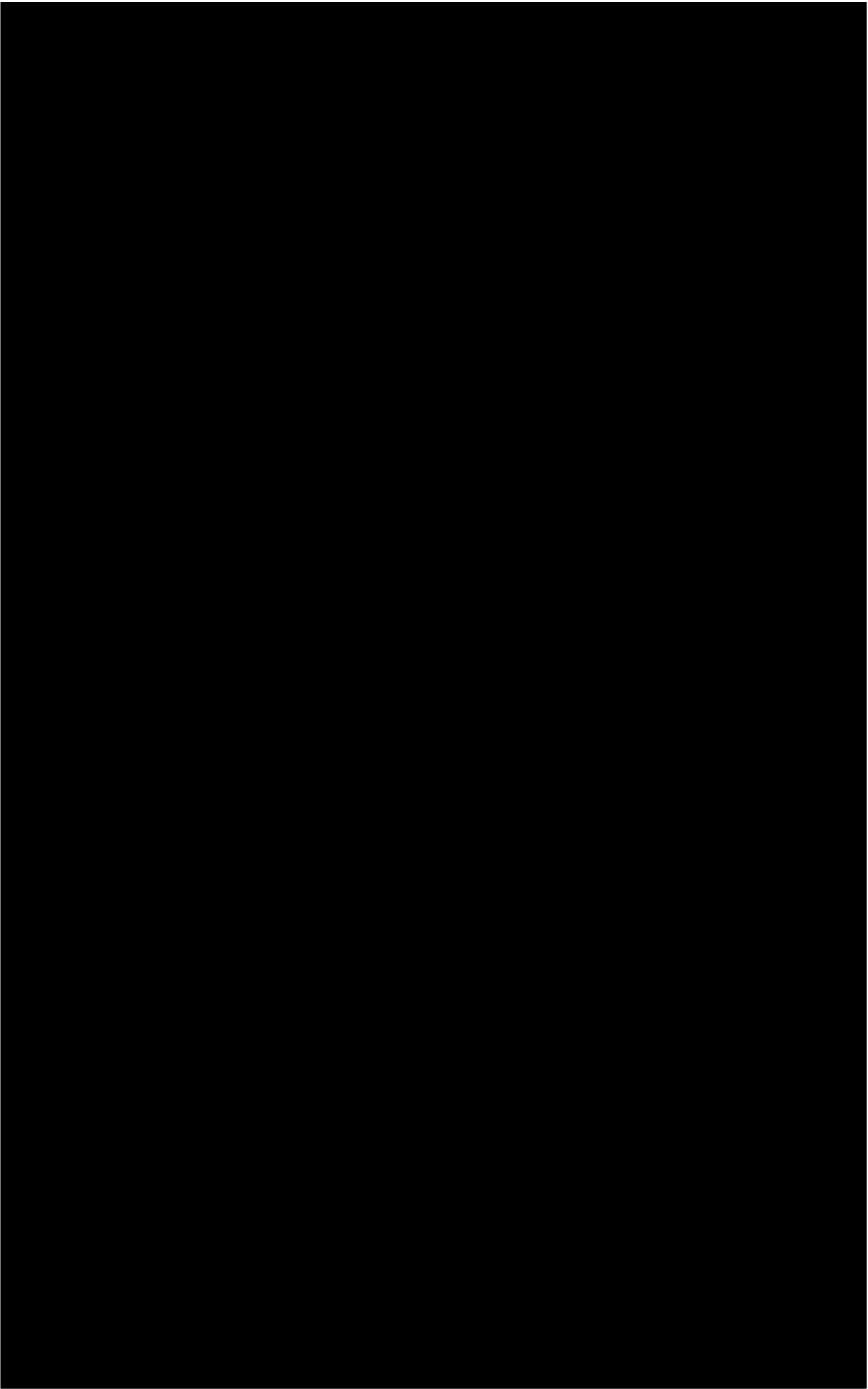


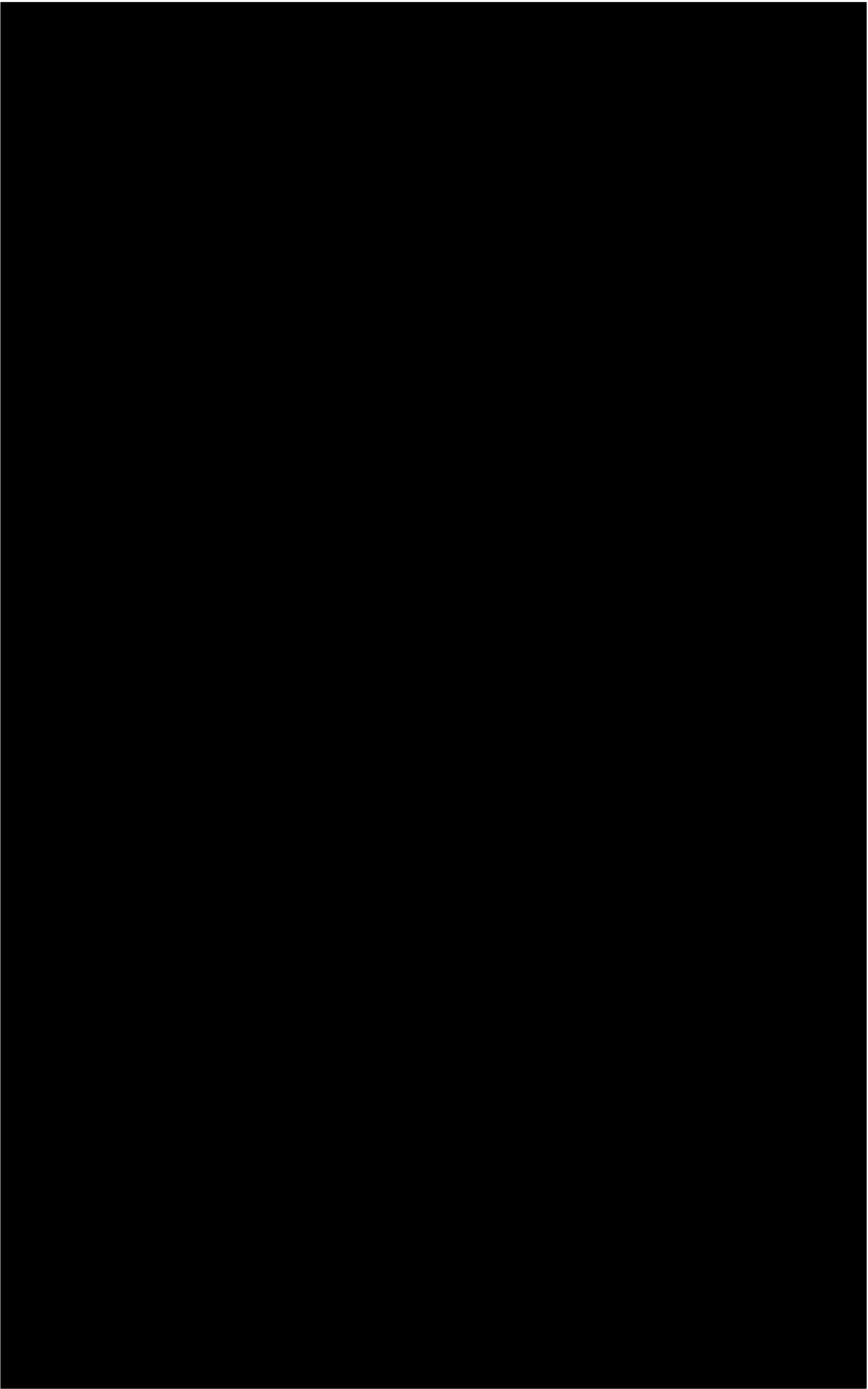


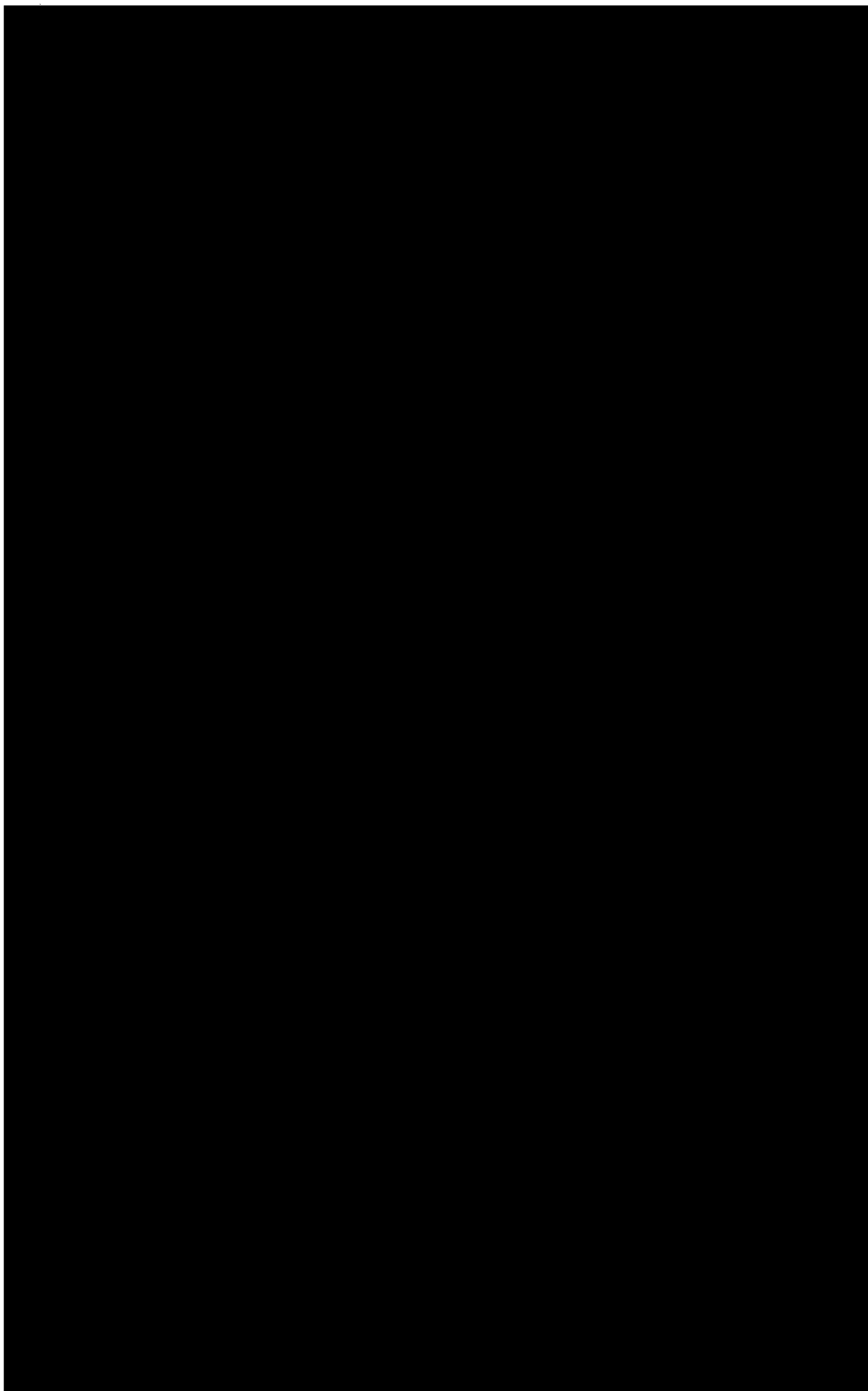
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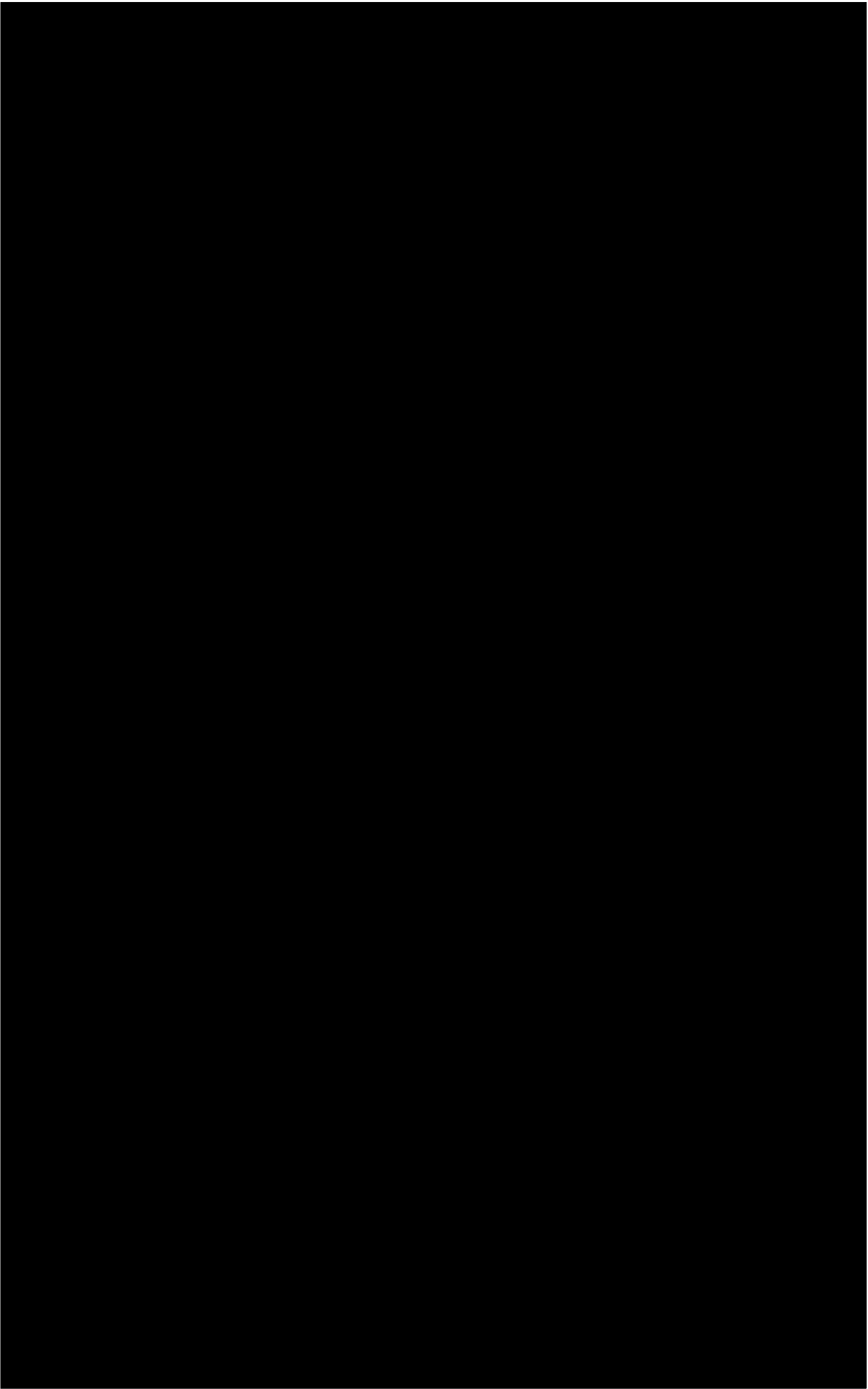






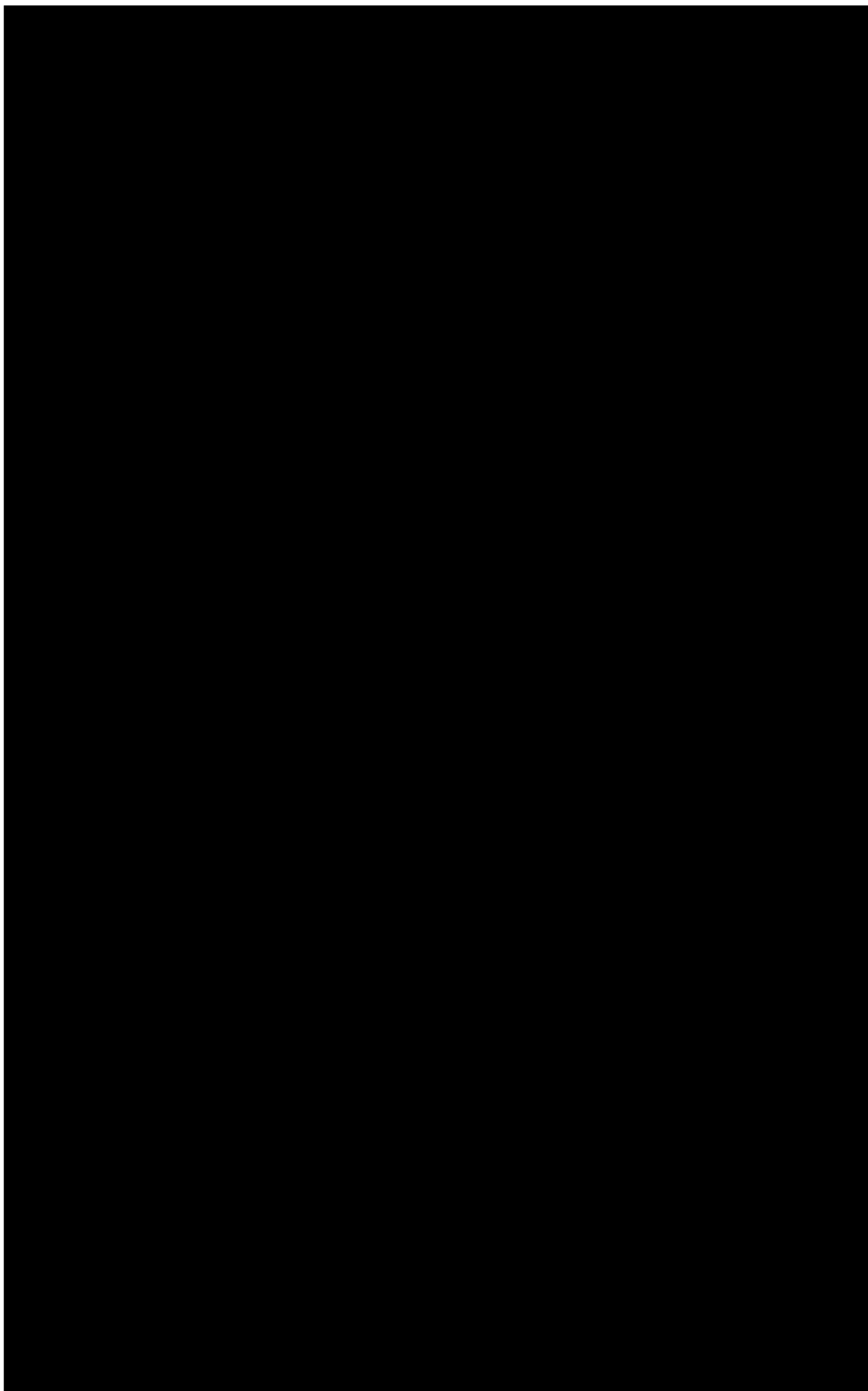


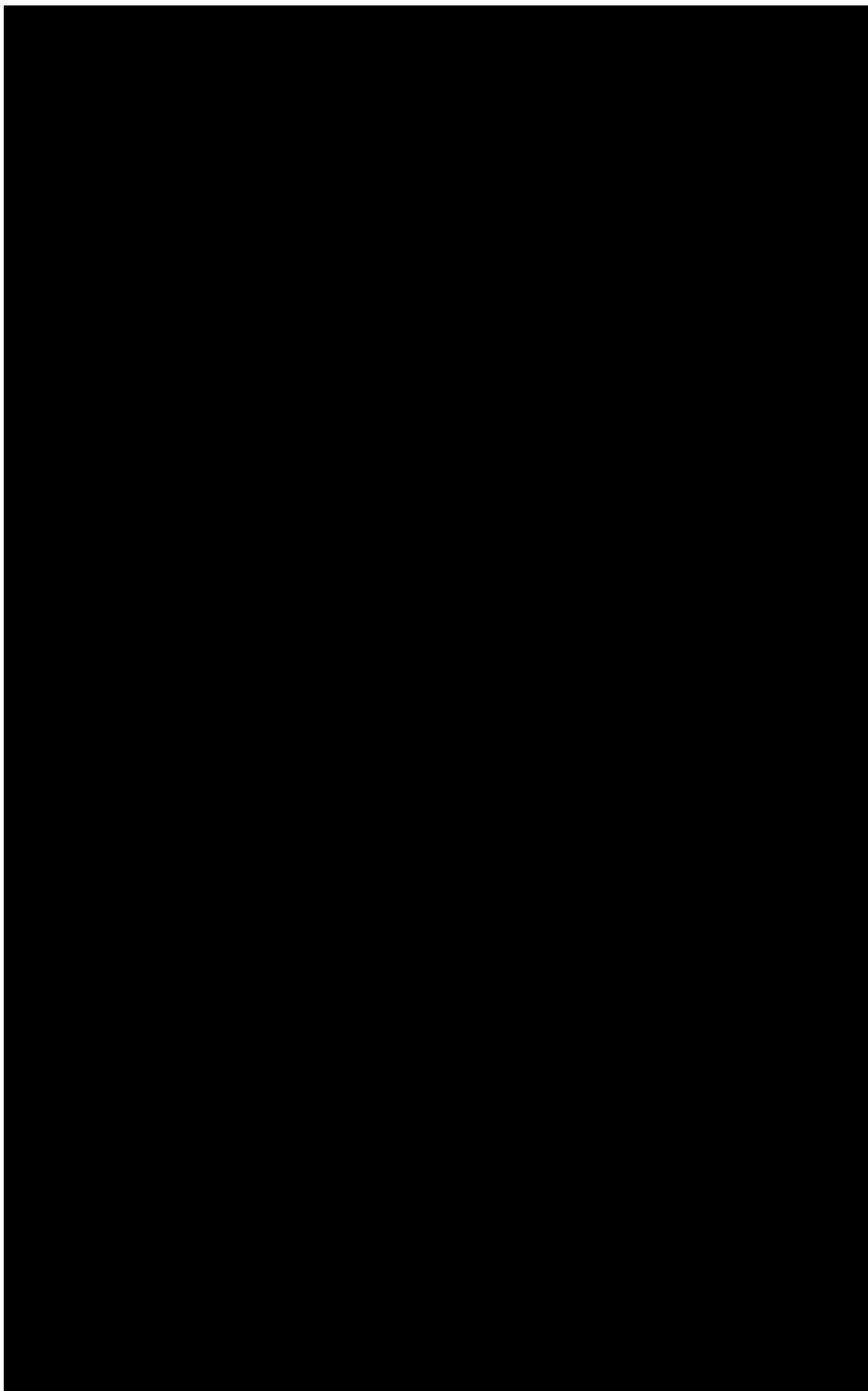




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**SCHEDULE A19****Modification to the Expert Determination Rules**

(Clause 22.5(a))

Pursuant to Rule 4(2)(b) of the Resolution Institute Expert Determination Rules (**Rules**), the parties agree to modify the application of the Rules as follows:

Modifications are underlined or ~~struck-out~~.

**RULE 1 Definitions**

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

"IDAR Panel Agreement" means the agreement entitled "Independent Dispute Avoidance and Resolution Panel Agreement" between the Principal, the Members, the SWM3 Contractor and any other party that accedes to the agreement from time to time.

"Relevant Proportionate Liability Legislation" means:

- (a) Part IV of the *Civil Liability Act 2002* (NSW);
- (b) Part IVAA of the *Wrongs Act 1958* (Vic);
- (c) Chapter 2, Part 2 of the *Civil Liability Act 2003* (Qld);
- (d) Part 1F of the *Civil Liability Act 2002* (WA);
- (e) the *Proportionate Liability Act 2005* (NT);
- (f) Chapter 7A of the *Civil Law (Wrongs) Act 2002* (ACT);
- (g) Part 3 of the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);
- (h) Part 9A of the *Civil Liability Act 2002* (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Relevant Security of Payment Legislation" means:

- (a) the *Building and Construction Industry Security of Payment Act 1999* (NSW);
- (b) the *Building and Construction Industry Security of Payment Act 2002* (Vic);
- (c) the *Building Industry Fairness (Security of Payment) Act 2017* (Qld);
- (d) the *Building and Construction Industry (Security of Payment) Act 2021* (WA);
- (e) the *Construction Contracts (Security of Payment) Act 2004* (NT);
- (f) the *Building and Construction Industry (Security of Payment) Act 2009* (ACT);
- (g) the *Building and Construction Industry Security of Payment Act 2009* (SA);

- (h) the *Building and Construction Industry Security of Payment Act 2009 (Tas)*; and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"SWM3 Contract" means the deed titled "Sydney Metro City & Southwest Southwest Metro Conversion and Station Works (SWM3) Incentivised Target Cost Contract" between the Principal and the SWM3 Contractor.

## **RULE 2 Appointment of the Expert**

1. Unless otherwise agreed in writing by the parties, the Process shall be conducted:
  - (i) by a person agreed between the parties;
  - (ii) if the parties are unable to agree on the identity of the person to be appointed within 3 Business Days, by a person nominated by ~~Resolution Institute~~ the Australian Centre for International Commercial Arbitration (ACICA),  
who accepts appointment as Expert.
2. Rule 2.2 is deleted in its entirety.
3. [no modification]
4. [no modification]
5. [no modification]

## **RULE 3 Agreement to be bound**

1. [no modification]
2. Rule 3.2 is deleted in its entirety.

## **RULE 5 Role of the Expert**

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, the SWM3 Contract, the requirements of procedural fairness and according to law.
2. [no modification]
3. [no modification]
4.
  - a. The Expert shall be independent of, and act fairly and impartially as between the parties, giving each a reasonable opportunity of putting its case and dealing with that of any opposing party, and a reasonable opportunity to make submissions on the conduct of the Process.
  - b. The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.
  - c. If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must inform the parties immediately.

- d. The Expert's mandate will be terminated 7 days after the notice is provided by the Expert under Rule 5.4(c), unless the parties agree otherwise.

5. [no modification]

#### **RULE 9 Conduct of the Process**

1. [no modification]
2. [no modification]
3. ~~If The parties agree in writing (in the Agreement or otherwise), that the procedure in Schedule B shall will apply.~~
4. The rules of evidence do not apply to the Process.

#### **RULE 10 The Expert's Determination**

1. ~~As soon as reasonably practicable after receiving the submissions and evidentiary material from the parties pursuant to Rule 9, the~~ The Expert shall determine the Dispute between the parties and notify such determination in writing to the parties within the time period specified in the SWM3 Contract.
2. [no modification]
3. ~~Subject to any rule of law or equity or written agreement of the parties to the contrary, Unless otherwise agreed by the parties, the Expert's determination:~~
  - a. may include for the payment of interest on any monetary sum determined, in such amount as the Expert considers reasonable;
  - b. must allow for any amount already paid to a party under or for the purposes of any Relevant Security of Payment Legislation;
  - c. may make such orders as he or she considers appropriate for the restitution of any amount so paid, and such other orders as he or she considers appropriate; and
  - d. to the extent permitted by law, will not apply or have regard to the provisions of any Relevant Proportionate Liability Legislation.
4. [no modification]

#### **RULE 12 Waiver of Right to Object**

Rule 12 is deleted in its entirety.

#### **RULE 14 Extension of Limitation Period**

Rule 14 is deleted in its entirety.

#### **SCHEDULE B**

1. The reference to "twenty one (21) days" is replaced by "ten Business Days".
2. The reference to "twenty one (21) days" is replaced by "twenty Business Days".
3. The reference to "twenty one (21) days" is replaced by "five Business Days".
4. [no modification]

5. [no modification]
6. [no modification]
7. [no modification]
8. [no modification]

**SCHEDULE A20**  
**IDAR Panel Agreement**  
(Clauses 1.1 and 22.2)



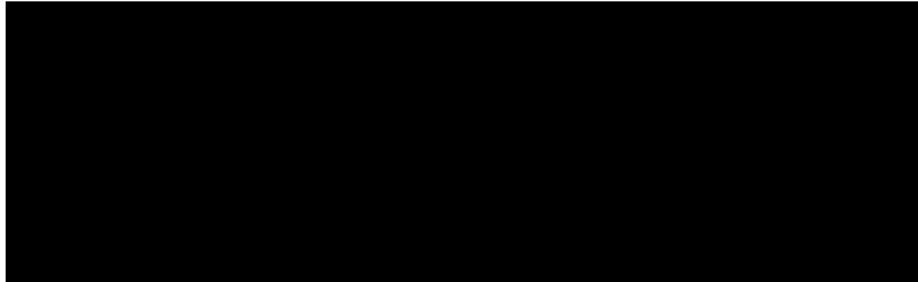
## IDAR PANEL AGREEMENT

This Agreement is made at Sydney on the 11<sup>th</sup> day of February 2019  
between the following parties:

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.



and

3. (From each Accession Date) each person who accedes to this agreement under clause 4, being the person identified as the "Acceding Party" in an Accession Deed Poll (**Project Contractor**).

### RECITALS:

- A. The Principal is responsible for delivering Sydney Metro City & Southwest. Sydney Metro City & Southwest involves multiple packages of works to be undertaken by contractors engaged by the Principal and by developers above or adjacent to the new Metro stations under separate contracts (**Project Contracts**).
- B. The Principal will progressively engage or enter into contracts with Project Contractors. As each Project Contract is entered into, the Project Contractor will execute an Accession Deed Poll substantially in the form set out in Schedule 1 and will thereby accede to the terms of this agreement.
- C. The Project Contracts provide for a dispute resolution process through the establishment and the operation of an IDAR Panel to assist in avoiding and resolving Disputes under the Project Contracts.
- D. The role of the IDAR Panel is to, among other things, encourage the Principal and the relevant Project Contractor to proactively resolve Disputes by providing a non-binding forum for the parties to establish their positions and narrow the issues in Dispute.
- E. The parties acknowledge the benefits of a project-wide IDAR Panel include an improvement in the quality of assessments and determinations as a result of the IDAR Panel's familiarity with complex interfaces across multiple integrated works packages.
- F. This agreement sets out the rights, obligations and duties of the Members, the Principal and (from each Accession Date) the Project Contractors in relation to the IDAR Panel and the Disputes (the **Agreement**).

**THIS AGREEMENT PROVIDES:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement:

**Accession Date** has the same meaning as given to the term "Effective Date" in the Accession Deed Poll, being the date from which each Project Contractor accedes to this Agreement.

**Accession Deed Poll** means the deed poll in substantially the same form as Schedule 1 (with relevant details duly completed) which is to be executed by each Project Contractor in accordance with clause 4.

**Continuing Parties** has the same meaning as given to the term "Continuing Parties " in the Accession Deed Poll, being those parties to the Agreement at the Accession Date, excluding the Principal.

**Fees and Disbursements Letter** means each of the following:

- (a) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and Robert Rust dated on or about the date of this agreement;
- (b) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and Phillip Blunden dated on or about the date of this agreement;
- (c) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and Louise Hart dated on or about the date of this agreement; and
- (d) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and John Taylor dated on or about the date of this agreement.

**Joint Project Committee** means the committee established under the Master Interface Protocols Deed Poll.

**Members** means the four individuals appointed to the IDAR Panel in accordance with this Agreement.

**Project Briefing** has the meaning given in clause 6.

**Project Contract** has the meaning given in Recital A.

**1.2 Terms defined in the Project Contracts**

Terms used in this Agreement which are not otherwise defined will have the meaning given to them in the Project Contracts.

**1.3 Interpretation**

In this Agreement unless the context otherwise requires:

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

- (m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Agreement or any part; and
- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

**2. AGREEMENT TO PREVAIL**

- (a) The parties agree that if there is any inconsistency between the terms of this Agreement and a Project Contract the terms of this Agreement will prevail to the extent of the inconsistency.
- (b) This Agreement is effective as of the date the Principal and the Members sign this document and will continue, unless terminated earlier, until it terminates in accordance with clause 16.

**3. FORMATION OF THE IDAR PANEL**

The parties acknowledge that the IDAR Panel:

- (a) has been formed;
- (b) is constituted by the Members;
- (c) will be chaired by that Member designated as Chair or such other Member as the Principal nominates, by written notice to the Members and Project Contractors, from time to time; and
- (d) must perform its obligations and functions under the Project Contracts and this Agreement.

**4. ACCESSION BY PROJECT CONTRACTORS**

- (a) The Principal will ensure that each Project Contractor who enters into a Project Contract that contemplates the involvement of the IDAR Panel in the relevant dispute resolution process accedes to this Agreement.
- (b) The Project Contractors may accede to this Agreement by execution of an Accession Deed Poll without the Continuing Parties' prior approval.
- (c) Upon accession of any Project Contractor to this Agreement as referred to in clause 4(a), the rights and liabilities of the parties to this Agreement will be as set out in this Agreement as amended in accordance with the requirements of the Accession Deed Poll.
- (d) The Principal will provide the Members with a copy of the Accession Deed Poll duly executed by the Project Contractor.

**5. ROLE OF THE IDAR PANEL**

The parties acknowledge and agree that the role of the IDAR Panel is to:

- (a) provide specialised expertise in technical and administration aspects of each Project Contract in order to assist the relevant parties in firstly, attempting to prevent, and if unable to prevent, in determining Disputes under each Project Contract in a timely manner;

- (b) function as an objective, impartial and independent body at all times; and
- (c) utilise knowledge gained from Disputes across each Project Contract in its recommendations and determinations.

6. **PROJECT BRIEFINGS**

- (a) The Principal will:
  - (i) hold meetings with the Members for the purpose of the Principal providing a Sydney Metro City & Southwest project briefing and update (**Project Briefing**); and
  - (ii) provide the Members at least 10 Business Days' notice to convene a Project Briefing.
- (b) The Members must attend the Project Briefings.
- (c) During the first Project Briefing, the IDAR Panel will establish procedures for the conduct of its routine site visits and other matters (excluding the rules governing the dispute resolution process as it relates to the IDAR Panel in each Project Contract) in accordance with the procedures included in Schedule 2 to this Agreement (unless otherwise agreed by the parties).

7. **JOINT PROJECT COMMITTEE**

- (a) The Chair must attend Joint Project Committee meetings.
- (b) The Principal will provide the Chair at least 10 Business Days' notice of each meeting of the Joint Project Committee.

8. **MEMBER'S OBLIGATIONS**

8.1 **Impartiality**

Each Member agrees to consider fairly and impartially the Disputes and other matters referred to the IDAR Panel.

8.2 **Independence**

Each Member agrees to act honestly and independently in the performance of its obligations under this Agreement (including the consideration of facts and conditions relating to a Dispute) and in accordance with clause 8 of this Agreement.

8.3 **General Duties**

Each Member agrees to carry out his or her obligations as a Member of the IDAR Panel:

- (a) with due care and diligence;
- (b) in compliance with the Project Contracts and this Agreement; and
- (c) in compliance with all applicable Laws.

9. **SELECTION OF NOMINATED MEMBER**

- (a) Where a Dispute has been notified to the IDAR Panel by Notice of Issue under the relevant provisions of the Project Contract, and:
  - (i) the parties to the Dispute are unable to agree on a Nominated Member; or

- (ii) a 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 Nominated Member within a further 2 Business Days.

- (b) If a Member nominated under clause 9(a) 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 Nominated Member within a further 2 Business Days.
- (c) The Chair may not nominate itself as the Nominated Member.
- (d) If a replacement member appointed under clause 9(b) declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 9(b) will be reapplied until there are no 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.

## 10. **SELECTION OF EXPERT**

The parties acknowledge and agree that:

- (a) those persons listed in Schedule 3:
  - (i) have been appointed by the Principal to a panel of subject-matter experts; and
  - (ii) may be recommended to determine a Dispute referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract; and
- (b) any Dispute which is referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by the relevant Project Contract.

## 11. **COSTS AND FEES**

### 11.1 **Monthly retainer**

- (a) The Principal is liable for the payment of the Members' monthly retainer set out in the Fees and Disbursements Letter for each Member.
- (b) The Principal is liable for the payment of the Chair's attendance at the Joint Project Committee as set out in the Fees and Disbursements Letter for the Chair.

### 11.2 **Agreed rates for work and services**

With respect to each Dispute between the Principal and a Project Contractor:

- (a) the Principal and the relevant Project Contractor are jointly and severally liable for the payment of the Members' fees and disbursements (other than those in clause 11.1), calculated in accordance with the Fees and Disbursements Letter for each Member; and
- (b) the Principal and the relevant Project Contractor agree as between themselves that:

■ [REDACTED]



**11.3 Payment claims**

All claims for payment by the Members must be submitted and processed in accordance with the payment procedure set out in Schedule 4.

**12. THE PARTIES' COMMITMENTS AND RESPONSIBILITIES**

The Principal and each Project Contractor acknowledges and agrees that it must:

- (a) act in good faith towards each Member and the IDAR Panel;
- (b) comply with the reasonable requests and directions of the IDAR Panel; and
- (c) except for its participation in the IDAR Panel's activities as provided in the Project Contracts and this Agreement, not solicit advice or consultation from the IDAR Panel or the Members on matters dealing with the resolution of Disputes which may compromise the IDAR Panel's integrity or compliance with this Agreement.

**13. CONFIDENTIALITY**

In relation to all confidential information disclosed to the IDAR Panel at any time each Member agrees:

- (a) to keep that information confidential;
- (b) not to disclose that information except if compelled by Law to do so;
- (c) not to use that information for a purpose other than the resolution of the Dispute in relation to which the confidential information was disclosed; and
- (d) to be bound by this obligation of confidentiality whether or not such confidential information is or later becomes in the public domain.

**14. CONFLICT OF INTEREST**

- (a) If a Member, during the term of appointment as a Member, becomes aware of any circumstance that might reasonably be considered to affect the Member's capacity to act independently, impartially and without bias, the Member must inform the Principal and each Project Contractor and the other Members.
- (b) The other Members will within 5 Business Days of notification under clause 14(a) confer and inform the parties and the Member, whether they believe the circumstances notified are such that the Member should be replaced. In the event that one or both of the other Members believe that the Member should be replaced, the Member will immediately resign from the IDAR Panel and a reappointment will occur pursuant to clause 17.3.

15. **LIABILITY AND INDEMNITY**

15.1 **Liability**

Each Member is not liable to either the Principal or a Project Contractor for any act or omission done in good faith and with due care and diligence.

15.2 **Indemnity**

The Principal and each Project Contractor each indemnify each Member against all claims from a person not a party to this Agreement for any act or omission done in connection with this Agreement in good faith and with due care and diligence.

15.3 **Due Care and Diligence**

For the purpose of clauses 15.1 and 15.2, the parties agree that the Member's act will have been done in good faith and with due care and diligence unless no reasonable person in the position of the Member would have so acted or made such an omission.

16. **TERMINATION OF AGREEMENT**

- (a) The Principal may terminate this Agreement by written notice to the Members and each Project Contractor.
- (b) Each Project Contractor's rights and obligations under this Agreement will terminate automatically upon termination of the Project Contractor's Project Contract, and the terms of this Agreement will be of no further force and effect.

17. **MEMBERS' TERMINATION**

17.1 **Resignation**

A Member may resign from the IDAR Panel by providing 30 Business Days' written notice to the other Members, the Principal and each Project Contractor.

17.2 **Termination**

A Member's appointment may be terminated at any time by the Principal.

17.3 **Re-Appointment**

The parties acknowledge and agree that if:

- (a) a Member resigns under clause 14(b) or 17.1; or
  - (b) the appointment of a Member is terminated by the Principal under clause 17.2;
- then:
- (c) a replacement Member will be appointed by the Principal; and
  - (d) the parties, the Members and any new Member must enter into a replacement agreement substantially similar to this Agreement.

18. **GOVERNING LAW**

- (a) This Agreement will be governed by and construed in accordance with the Laws of the State of New South Wales.



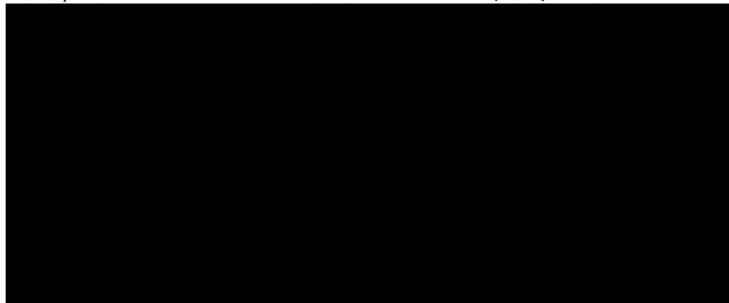
- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

19. **RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement will be construed or interpreted as constituting the relationship between the Principal, the Project Contractors and the Members as that of partners, joint venturers or any other fiduciary relationship.

20. **NOTICES**

- (a) Any notices contemplated by this Agreement must be in writing and delivered to the relevant address, sent by email in the form of a .pdf file as set out below (or to any new address or email address that a party notifies to the others).



- (iii) to a Project Contractor: To the address or email address set out in the relevant Accession Deed Poll.
- (b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.
- (c) A notice sent by email will be taken to have been received:
  - (i) if it is transmitted by 5.00 pm (Sydney time) on a Business Day - on that Business Day; or
  - (ii) 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.

21. **GIVING EFFECT TO THIS AGREEMENT**

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 Agreement.

22. **SURVIVAL OF TERMS**

The parties agree that clauses 11 and 15 and this clause 22 (and any other terms of this Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this Agreement.

23. **WAIVER OF RIGHTS**

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

**24. OPERATION OF THIS AGREEMENT**

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

**25. AMENDMENT**

- (a) Subject to clause 25(b), this Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.
- (b) The Principal may amend Schedule 3 by written notice without the Continuing Parties' prior approval.

**26. COUNTERPARTS**

- (a) This Agreement may be executed in counterparts, which taken together constitute one instrument.
- (b) A party may execute this Agreement by executing any counterpart.

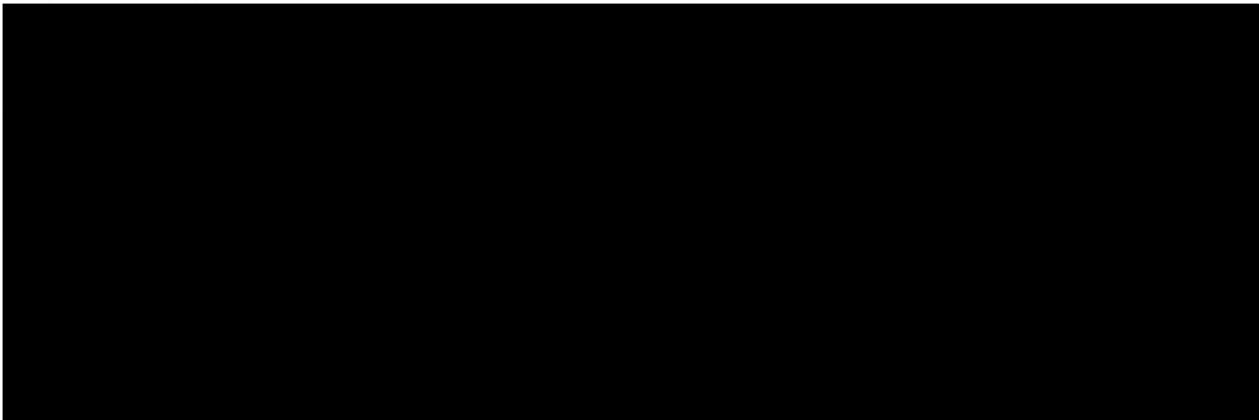
**27. ATTORNEYS**

Each person who executes this Agreement 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.

**EXECUTED** as an agreement.

Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:





## SCHEDULE 1

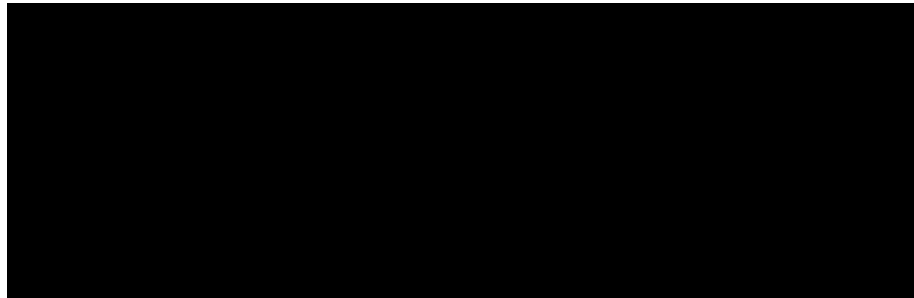
### Form of Accession Deed Poll

THIS DEED POLL is made on

[2018/2019]

**BY:** [Insert name] ABN [number] whose registered office is at [address] (**Acceding Party**)

**IN FAVOUR OF:** (1) **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency of Level 43, 680 George Street, Sydney NSW 2000 (**Principal**)  
and



(3) each person who has acceded to the IDAR Panel Agreement,  
(together (2) and (3) being the **Continuing Parties**).

#### RECITALS:

- (A) This deed poll is supplemental to the agreement titled "IDAR Panel Agreement" between the Principal and the Continuing Parties dated *[insert]* as amended or acceded to from time to time (**IDAR Panel Agreement**).
- (B) The Principal and the Continuing Parties are each party to the IDAR Panel Agreement.
- (C) The Principal has entered into the *[insert name of relevant Project Contract]* with the Acceding Party.
- (D) Each of the Continuing Parties has acknowledged and agreed that the Acceding Party will accede to the IDAR Panel Agreement.
- (E) By this deed poll, the Acceding Party accedes to the IDAR Panel Agreement and the IDAR Panel Agreement is amended on the terms set out in this deed poll.

#### THE ACCEDING PARTY COVENANTS AS FOLLOWS:

##### 1. INTERPRETATION

Capitalised terms used in this deed poll and not otherwise defined have the same meanings as those given in the IDAR Panel Agreement. The following definitions apply in this deed poll:

**Effective Date** means the date of execution of this deed poll.

**[Insert name of relevant Project Contract]** means the contract entered into between the Principal and the Acceding Party titled **[insert title]** and dated **[insert date]**.

**2. PRIMARY COVENANTS**

- (e) The Acceding Party:
  - (i) confirms that it has been supplied with a copy of the IDAR Panel Agreement;  
and
  - (ii) covenants with each of the Principal and the Continuing Parties, with effect from the Effective Date, to be bound by the provisions of, and to perform all of its obligations under the IDAR Panel Agreement.
- (f) For the purposes of the IDAR Panel Agreement, the Acceding Party's representative is as set out below:

[Insert details of Acceding Party's representative]
- (g) For the purposes of clause 20 of the IDAR Panel Agreement, the Acceding Party's notice address details are as set out below:

Address:  
Email:  
For the attention of:
- (h) Clause 18 of the IDAR Panel Agreement applies to this deed poll.

**EXECUTED** as a deed poll.

***[Note: Appropriate execution block to be inserted by the Acceding Party prior to execution.]***

## **SCHEDULE 2**

### **IDAR Panel General Operating Procedures**

#### **1. General**

- 1.1 Each Project Contractor will furnish to each of the Members all documents necessary for the IDAR Panel to perform its functions, including copies of all Project Contract documents plus periodic reports, such as progress reports, minutes of weekly or other project control meetings, site meetings or similar meetings and any other documents that would be helpful in informing the Members of Disputes and other matters.
- 1.2 The Members must make prompt disclosure from time to time of any new or previously undisclosed circumstance, relationship or dealing, which comes to their attention and which might give rise to a conflict of interest or apprehension of bias.
- 1.3 Communications between the parties and the IDAR Panel for the purpose of attempting to prevent or resolve Disputes are without prejudice communications and may not be adduced as evidence in any dispute resolution process under the relevant Project Contract.

#### **2. Frequency of regular meetings and site visits**

- 2.1 The frequency and scheduling of meetings and site visits necessary to keep the IDAR Panel properly informed of the project circumstances will generally be agreed between the IDAR Panel and the parties to each Project Contract.
- 2.2 In the case of a failure to agree between the IDAR Panel and the parties to a Project Contract, the Principal will schedule the meetings and visits as it sees fit.

#### **3. Agenda for regular meetings**

- 3.1 IDAR Panel meetings held for the purposes of briefing and updating the Members on performance and progress of the work under each Project Contract and issues or potential issues between the relevant parties will be held on an in-confidence and without prejudice basis to encourage full and frank disclosure and discussions.
- 3.2 At the conclusion of the meeting, the IDAR Panel will generally inspect the Project Works and the Construction Site in the company of representatives of both parties to the relevant Project Contract. Any areas of the Project Works or Construction Site that are or may be the subject of any potential Dispute will be pointed out by the parties to the relevant Project Contract.

#### **4. Minutes of meetings**

- 4.1 The Chair will prepare minutes of the regular meetings of the IDAR Panel and these draft minutes will be circulated to the parties of the relevant Project Contract and the Members for comments, additions and corrections.
- 4.2 In accordance with clause 3.1 above, the minutes of IDAR Panel meetings held will be marked "in-confidence, without prejudice".
- 4.3 Minutes as amended will be adopted by the relevant parties and the Members at the next meeting.

#### **5. Communications**

- 5.1 All communications by the parties to the IDAR Panel outside the IDAR Panel meetings should be directed in writing to the Chair and copied to the other Members and to the

other party of the relevant Project Contract. All communications by the Members to the parties should be addressed to the Principal's Representative and the relevant Project Contractor's representative.

6. **Representation**

- 6.1 The parties must each ensure they are represented at IDAR Panel meetings by at least one senior project personnel and at least one senior off-site person to whom the on-site personnel reports. The parties must inform the Chair of the names and project roles of each of their respective representatives and, if applicable, the names and roles of any alternatives.



**SCHEDULE 3**

**Appointed panel of Experts**

As notified by the Principal in writing.

## **SCHEDULE 4**

### **Payment procedure**

#### **1. Payment claims**

At the end of each month in which the Members perform services under this Agreement with respect to each Dispute between the Principal and a Project Contractor, each Member must submit to both the Principal and the relevant Project Contractor an account for payment on account of the Member's fees and disbursements:

- (a) setting out the value of the services performed in accordance with this Agreement during the relevant month;
- (b) calculated in accordance with the Fees and Disbursements Letter for that Member; and
- (c) in such form and with such details and supporting documentation as the Principal and the relevant Project Contractor may reasonably require (including details of the time expended by the Member in performing the services).

#### **2. Payment and notification of disputed amounts**

- (a) Within 20 Business Days after receipt of the account for the month (submitted in accordance with section 1 of this Schedule 4):
  - (i) the Principal must pay:
    - (A) the Member's monthly retainer set out in the Fees and Disbursements Letter for that Member; and
    - (B) the Chair's attendance at the Joint Project Committee as set out in the Fees and Disbursements Letter for the Chair; and
  - (ii) the Principal and the relevant Project Contractor must each pay each Member ■■■ of the amount claimed by each Member for services performed (other than those in (i) above) during the month which is not disputed.
- (b) If the Principal or the relevant Project Contractor disagrees with the amount included in an account submitted by a Member then, within 10 Business Days of receipt of the relevant Member's account, the Principal or the relevant Project Contractor (as applicable) must notify the relevant Member in writing of the reasons for any amount which is disputed (with a copy to the Principal and the relevant Project Contractor).
- (c) If the Principal, the relevant Project Contractor and the relevant Member do not resolve the matter within 10 Business Days after the issue of the Principal's or the relevant Project Contractor's written notice, the Principal and the relevant Project Contractor (acting reasonably) must jointly determine the dispute. Any determination by the Principal and the relevant Project Contractor in respect of the amount payable must be given effect to by the Principal, the relevant Project Contractor and the relevant Member unless and until it is reversed or overturned in any subsequent court proceedings.

#### **3. Goods and services tax**

- (a) A party must pay GST on a taxable supply made to it under this Agreement, in addition to any consideration (excluding GST) that is payable for that taxable supply. The party making the taxable supply must provide a valid tax invoice to

the other party at or before the time that the other party is required to pay the GST.

- (b) Terms used in this section 3 have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**FORM OF FEES AND DISBURSEMENTS LETTER**

[Date]

[Member details]

Dear [Member]

**Fees and Disbursements for IDAR Panel**

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

The fees and disbursements due to [Member] in respect of his/her responsibilities as a Member of the IDAR Panel are agreed as follows:

Item	Work scope/description	Fee arrangement	Fee (excl. GST)
1.	Preparation for, and attendance at, one Project Briefing per month	Monthly retainer	■
2.	(Chair only) Preparation for, and attendance at, Joint Project Committee meetings	Payment per attendance	■
3.	All other work carried out in connection with this Agreement, other work set out in items (1) and (2)	[Hourly rate/daily rate]	[\$insert]
4.	Disbursements	International and interstate flights, accommodation and associated travel expenses	To be approved by the Principal and the relevant Project Contractor and reimbursed at cost with supporting documentation
5.	Rates escalation	Rates escalation commencing 1 July 2019, then annually	■ per annum

**Payment terms**

Payment terms will be in accordance with Schedule 4 of the IDAR Panel Agreement.

**Counterparts**

This Fees and Disbursements Letter may be executed in counterparts, which taken together constitute one instrument. A party may execute this Fees and Disbursements Letter by executing any counterpart.

**Acceptance**

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

**Executed by SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of [insert position]

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Name of [insert position]

**Signed by [Member]** in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness in full

**SCHEDULE A21****Trade Packages**

(Clauses 13.4(c)(ii) and 13.12(a)(v))

Trade Package	Full Company Name	ABN	Package Type
Archaeologist/ Heritage Consultant			
Archaeologist/ Heritage Consultant			
Archaeologist/ Heritage Consultant			
Asbestos and Hazardous Material Hygienist			
Asbestos and Hazardous Material Hygienist			
Asphalting - included as a Pre-Approved Sub-contractor			
Asphalting - included as a Pre-Approved Sub-contractor			
Asphalting - included as a Pre-Approved Sub-contractor			
Bollards Supply			
Builders Clean			
Builders Clean			
Builders Clean			
Buried CSR & Stormwater Drainage			
Cable Supply - included as a Pre-Approved Sub-contractor			
Canopy Glazing, Louvres and Shopfront - included as a Pre-Approved Sub-contractor			
Canopy Glazing, Louvres and Shopfront - included as a Pre-Approved Sub-contractor			
Canopy Glazing, Louvres and Shopfront - included as a Pre-Approved Sub-contractor			
Canopy Glazing, Louvres and Shopfront - included as a Pre-Approved Sub-contractor			
Ceilings, Partitions & Aluminium/ Metal Cladding - included as a Pre-Approved Sub-contractor			
CCTV & Access Controls			

Ceilings, Partitions & Aluminium/ Metal Cladding - included as a Pre-Approved Sub-contractor
Ceilings, Partitions & Aluminium/ Metal Cladding - included as a Pre-Approved Sub-contractor
Civil & Structural Design - included as a Pre-Approved Sub-contractor
Communications
Communications
Communications
Concrete Supply - included as a Pre-Approved Sub-contractor
Concrete Supply - included as a Pre-Approved Sub-contractor
Concrete Supply - included as a Pre-Approved Sub-contractor
Contact, Catenary wire and feeder cables supply - included as a Pre-Approved Sub-contractor
Demolition, Hazmat Removal, Saw Cutting, Core Holing & Heritage Salvation - included as a Pre-Approved Sub-contractor
Demolition, Hazmat Removal, Saw Cutting, Core Holing & Heritage Salvation - included as a Pre-Approved Sub-contractor
Demolition, Hazmat Removal, Saw Cutting, Core Holing & Heritage Salvation - included as a Pre-Approved Sub-contractor
Direct Delivery – Track, OHW and Signalling Works
Direct Delivery – Track, OHW and Signalling Works
Doors and Hardware
Doors and Hardware
Doors and Hardware
Dry and Wet Fire
Dry and Wet Fire
Dry and Wet Fire

Earthing & Bonding (Track & OHW) - included as a Pre-Approved Sub-contractor
Earthing & Bonding (Track & OHW) - included as a Pre-Approved Sub-contractor
Earthwork
Earthwork
Electrical Works - included as a Pre-Approved Sub-contractor
Electrical Works - included as a Pre-Approved Sub-contractor
Electrical Works - included as a Pre-Approved Sub-contractor
Electrical Works - included as a Pre-Approved Sub-contractor
Fencing - included as a Pre-Approved Sub-contractor
Fencing - included as a Pre-Approved Sub-contractor
Fencing - included as a Pre-Approved Sub-contractor
Fencing - included as a Pre-Approved Sub-contractor
Fixed Gap Filler Supply - included as a Pre-Approved Sub-contractor
Floor Tiling - included as a Pre-Approved Sub-contractor
Floor Tiling - included as a Pre-Approved Sub-contractor
Floor Tiling - included as a Pre-Approved Sub-contractor
Floor Tiling - included as a Pre-Approved Sub-contractor
FRP
FRP
FRP
FRP
FRP
Geotextile / Geogrid - included as a Pre-Approved Sub-contractor
GST Supplier - included as a Pre-Approved Sub-contractor



GST Supplier - included as a Pre-Approved Sub-contractor
HDPE Perforated ADS Pipe Supply - included as a Pre-Approved Sub-contractor
Hi Rail Vehicles
Hi Rail Vehicles
Hygienist
Hygienist
Impedance Bond (8 Car Ops) - included as a Pre-Approved Sub-contractor
Landscaping - included as a Pre-Approved Sub-contractor
Landscaping - included as a Pre-Approved Sub-contractor
Landscaping - included as a Pre-Approved Sub-contractor
Landscaping - included as a Pre-Approved Sub-contractor
Loco Hire - included as a Pre-Approved Sub-contractor
Manufacture and Supply Buffer Stops
Manufacture and Supply Turnouts and Rail - included as a Pre-Approved Sub-contractor
Manufacture and Supply Turnouts and Rail - included as a Pre-Approved Sub-contractor
Manufacture and Supply Turnouts and Rail - included as a Pre-Approved Sub-contractor
Manufacturer and Supplier Concrete Sleepers
Manufacturer and Supplier Concrete Sleepers
Masonry - included as a Pre-Approved Sub-contractor
Masonry - included as a Pre-Approved Sub-contractor
Masonry - included as a Pre-Approved Sub-contractor
Masonry - included as a Pre-Approved Sub-contractor

Mechanical/ HVAC - included as a Pre-Approved Sub-contractor
Mechanical/ HVAC - included as a Pre-Approved Sub-contractor
Metal Screening (Perforated) - included as a Pre-Approved Sub-contractor
Metal Screening (Perforated) - included as a Pre-Approved Sub-contractor
Metal Screening (Perforated) - included as a Pre-Approved Sub-contractor
Metal Screening (Perforated) - included as a Pre-Approved Sub-contractor
Noise and Vibration Consultant
Occupational Hygienist
OHW Droppers, Feeders and Specialist Clamps - included as a Pre-Approved Sub-contractor
Operational Corridor Signage - included as a Pre-Approved Sub-contractor
Painting & Decorating
Painting & Decorating
Painting & Decorating
Painting & Decorating
Painting & Decorating
Paving
Paving
Paving
Paving
Piling - included as a Pre-Approved Sub-contractor
Piling - included as a Pre-Approved Sub-contractor
Piling - included as a Pre-Approved Sub-contractor
Plant Hire - included as a Pre-Approved Sub-contractor
Plant Hire - included as a Pre-Approved Sub-contractor
Plant Hire - included as a Pre-Approved Sub-contractor

Plant, Site Facilities and Equipment hire - included as a Pre-Approved Sub-contractor	
Platform Extensions & Platform Asphaltting - included as a Pre-Approved Sub-contractor	
Platform Extensions & Platform Asphaltting - included as a Pre-Approved Sub-contractor	
Platform Extensions & Platform Asphaltting - included as a Pre-Approved Sub-contractor	
Plumbing/ Hydraulic Works - included as a Pre-Approved Sub-contractor	
Plumbing/ Hydraulic Works - included as a Pre-Approved Sub-contractor	
Plumbing/ Hydraulic Works - included as a Pre-Approved Sub-contractor	
Pre-Cast Platform Units - included as a Pre-Approved Sub-contractor	
Rail Grinding - included as a Pre-Approved Sub-contractor	
Rail Grinding - included as a Pre-Approved Sub-contractor	
Rail Grinding - included as a Pre-Approved Sub-contractor	
Rail Surveyor/ Monitor - included as a Pre-Approved Sub-contractor	
Rail Welding Kits - included as a Pre-Approved Sub-contractor	
Reinforcement Supply incl OHW Footings - included as a Pre-Approved Sub-contractor	
Reinforcement Supply incl OHW Footings - included as a Pre-Approved Sub-contractor	
Reinforcement Supply incl OHW Footings - included as a Pre-Approved Sub-contractor	
Reinforcement Supply incl OHW Footings - included as a Pre-Approved Sub-contractor	
Road and Building Dilapidation Engineering Assessor - included as a Pre-Approved Sub-contractor	

Road and Building Dilapidation Engineering Assessor - included as a Pre-Approved Sub-contractor	
Road and Building Dilapidation Engineering Assessor - included as a Pre-Approved Sub-contractor	
Road and Building Dilapidation Engineering Assessor - included as a Pre-Approved Sub-contractor	
Road and Building Dilapidation Engineering Assessor - included as a Pre-Approved Sub-contractor	
Roadworks	
Roadworks	
Roadworks	
Roofing - included as a Pre-Approved Sub-contractor	
Roofing - included as a Pre-Approved Sub-contractor	
Roofing - included as a Pre-Approved Sub-contractor	
Roofing - included as a Pre-Approved Sub-contractor	
Section Insulators and specialist OHW fittings - included as a Pre-Approved Sub-contractor	
Security Gates, Doors and Shutters	
Security Gates, Doors and Shutters	
Security Gates, Doors and Shutters	
Security Gates, Doors and Shutters	
Shotcreting & Rock Bolting	
Shotcreting & Rock Bolting	
Shotcreting & Rock Bolting	
Shotcrete and Anchor Works	
Signalling Equipment supply incl. Train stops - included as a Pre-Approved Sub-contractor	
Spoil Disposal & Haulage - included as a Pre-Approved Sub-contractor	

Spoil Disposal & Haulage - included as a Pre-Approved Sub-contractor
Spoil Disposal & Haulage - included as a Pre-Approved Sub-contractor
Station Furniture & FFE
Station Furniture & FFE
Station Furniture & FFE
Station Platform (Regrading & Extension)
Station Platform (Regrading & Extension)
Station Platform (Regrading & Extension)
Station Platform (Regrading & Extension)
Station Platform (Regrading & Extension)
Structural Steel & Decorative Metalworks - included as a Pre-Approved Sub-contractor
Structural Steel & Decorative Metalworks - included as a Pre-Approved Sub-contractor
Structural Steel & Decorative Metalworks - included as a Pre-Approved Sub-contractor
Structural Steel & Decorative Metalworks - included as a Pre-Approved Sub-contractor
Structural Steel & Decorative Metalworks - included as a Pre-Approved Sub-contractor
Structural Steel fabrication and precast concrete elements
Surveyor/ Monitor - included as a Pre-Approved Sub-contractor
Surveyor/ Monitor - included as a Pre-Approved Sub-contractor
Surveyor/ Monitor - included as a Pre-Approved Sub-contractor
Surveyor/ Monitor - included as a Pre-Approved Sub-contractor
Sydney Water
Sydney Water
Sydney Water
Temporary Works Design

Temporary Works Design
Temporary Works Design
TfNSW Wayfinding
TfNSW Wayfinding
TfNSW Wayfinding
Track Circuits (Alstom – 8 Car Ops) - included as a Pre-Approved Sub-contractor
Track Fastening Systems
Ultrasonic Testing of Rail Welds - included as a Pre-Approved Sub-contractor
Vegetation Removal and Tree Removal - included as a Pre-Approved Sub-contractor
Vegetation Removal and Tree Removal - included as a Pre-Approved Sub-contractor
Vegetation Removal and Tree Removal - included as a Pre-Approved Sub-contractor
Waste Classification Consultant

**SCHEDULE A22****Nominated Subcontractors**

(Clauses 1.1, 13.16, 13.17 and 13.21)

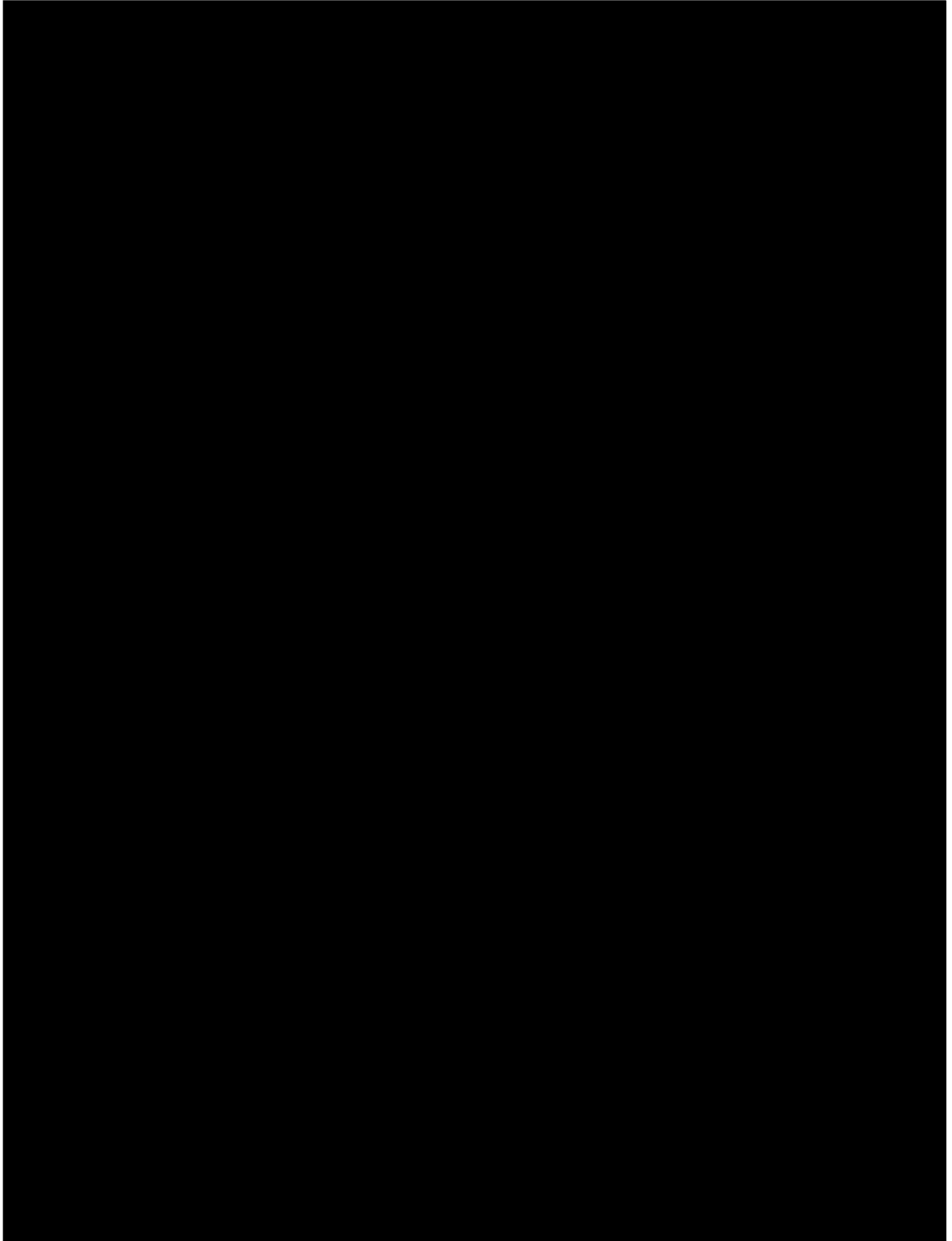
The documents referred to in the "Form of contract" column in the table below are included in Schedule F1 as electronic files.

<b>Item</b>	<b>Nominated Subcontract Work</b>	<b>Nominated Subcontractor</b>	<b>Form of contract</b>
1. Lifts and escalators	Lifts and Escalators Work		The form of the L&E Supply and Installation Contract
2. BMCS	BMCS Work		The form of the BMCS Supply and Installation Contract
3. Design	Design Work in relation to Bankstown Station Works (including signalling, comms room designs), Corridor Works (including track, OHW, earthing and bonding design) and overall assurance of all SWM3 Works carried out at Bankstown Station and Corridor Works.		The form of the AGJV Design Subcontract

**SCHEDULE A23**

**Pre-Approved Self-Performed Reimbursable Work**

(Clause 13.14)





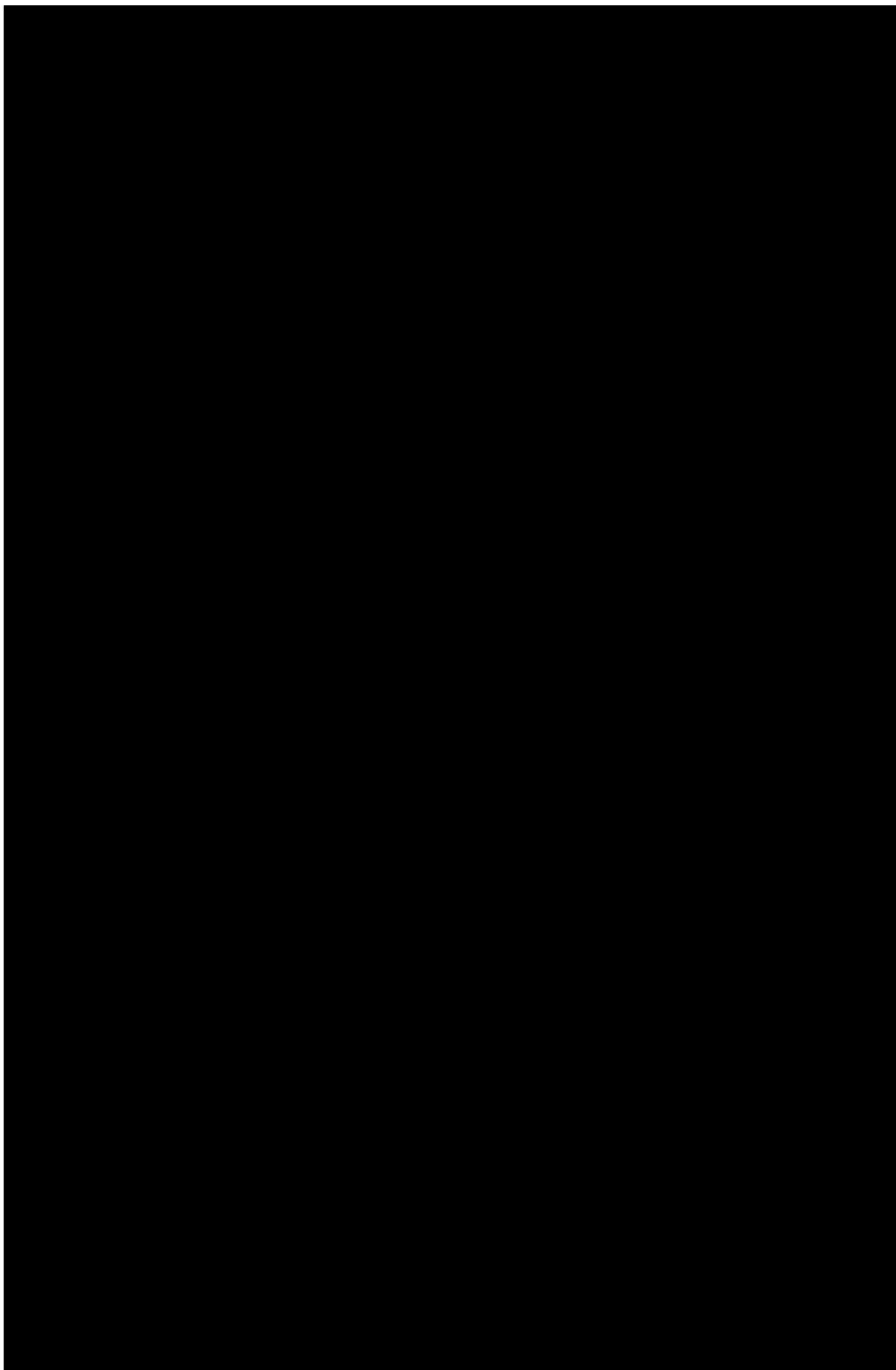


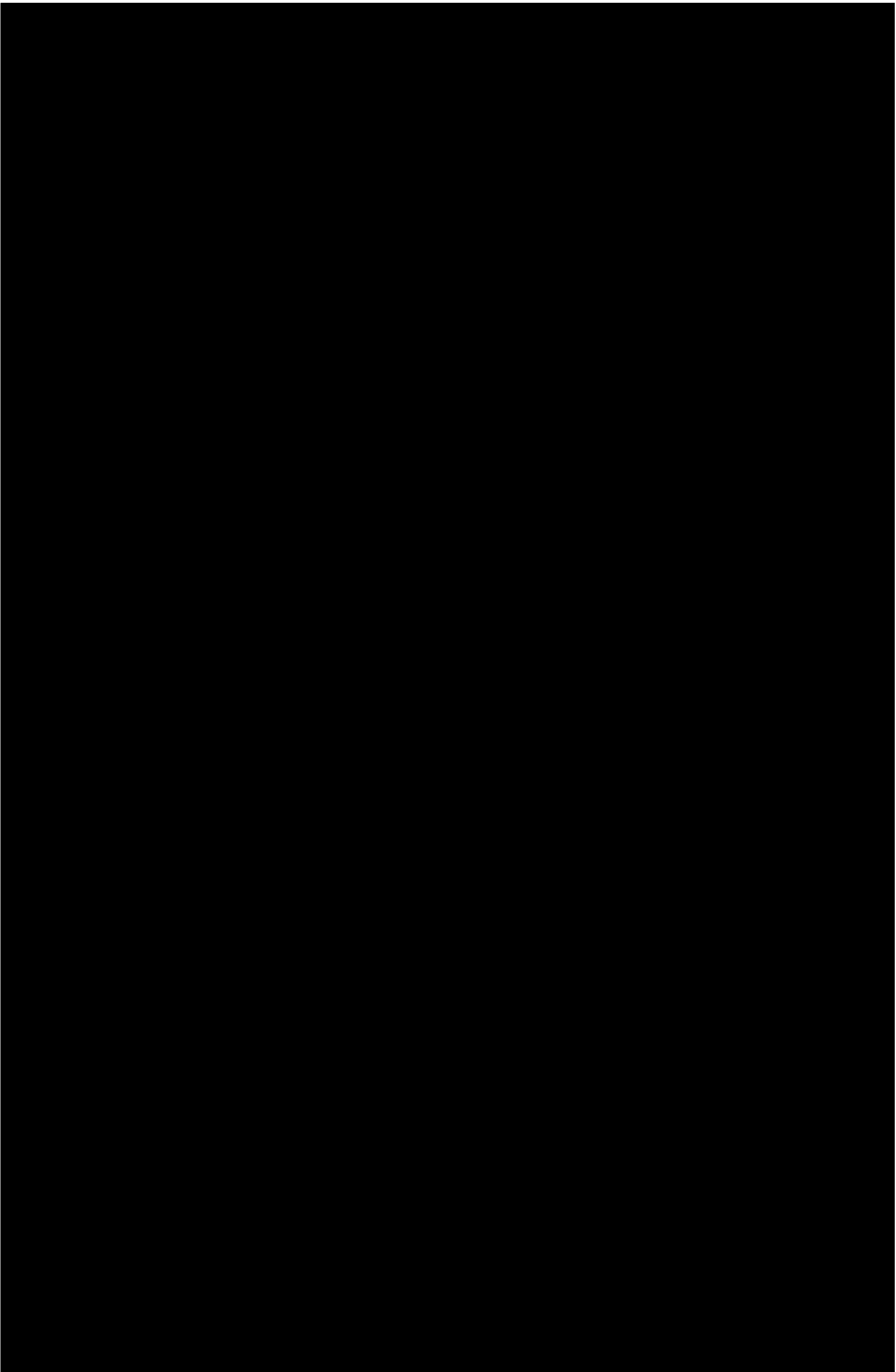
**SCHEDULE A24**

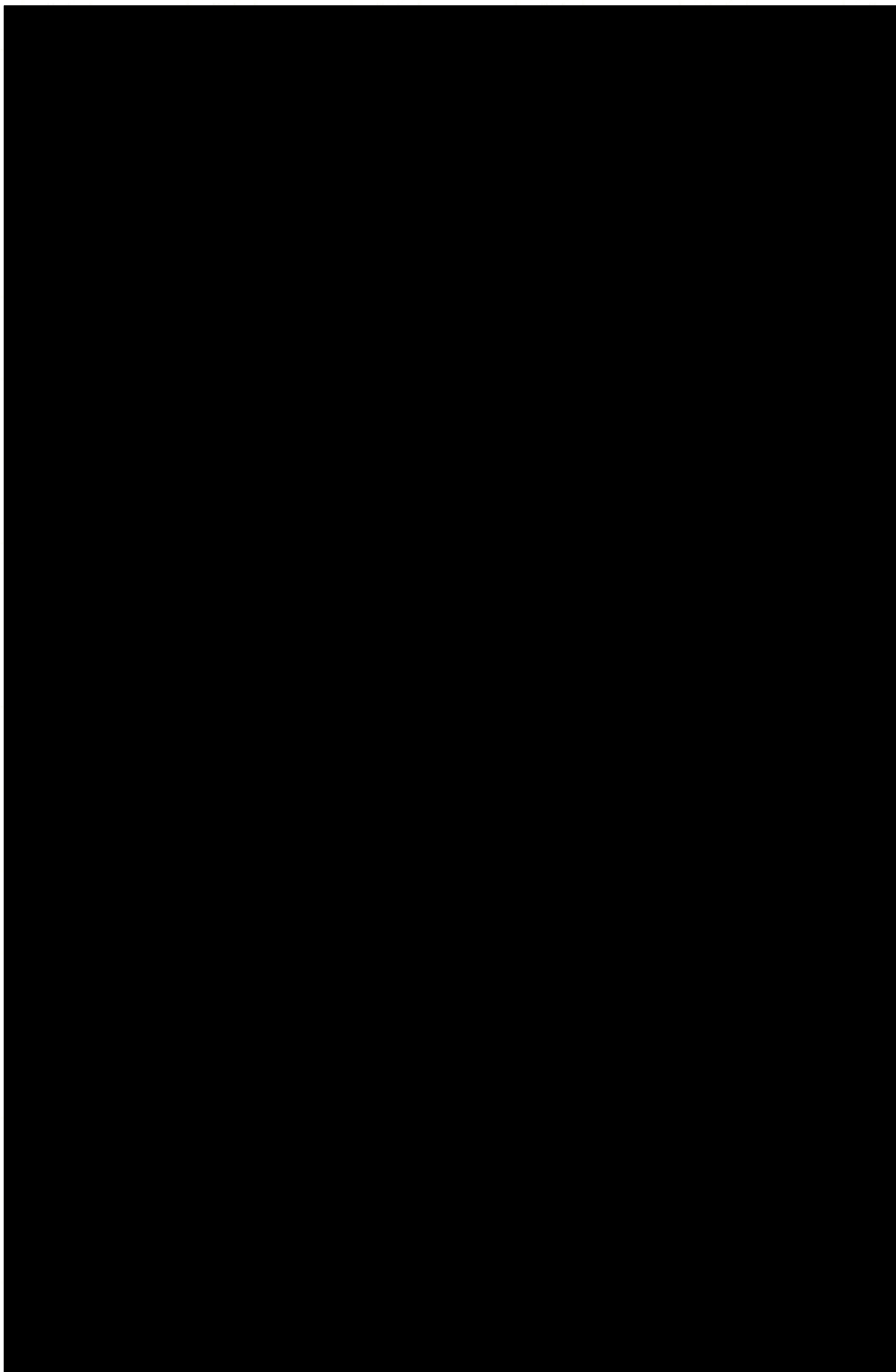
**SMCSW Master Interface Protocols Deed Poll**

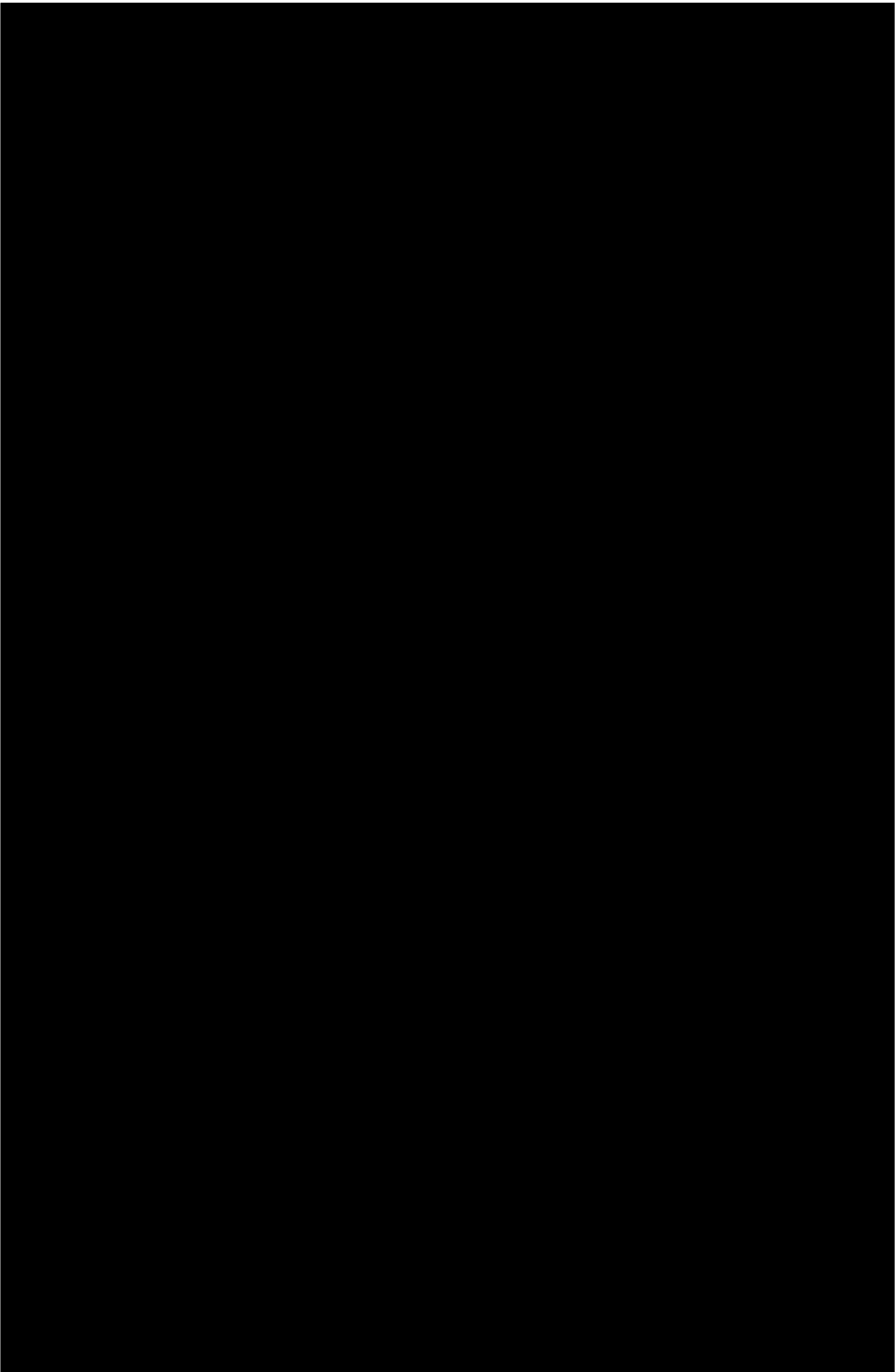
(Clauses 1.1 and 3.15)

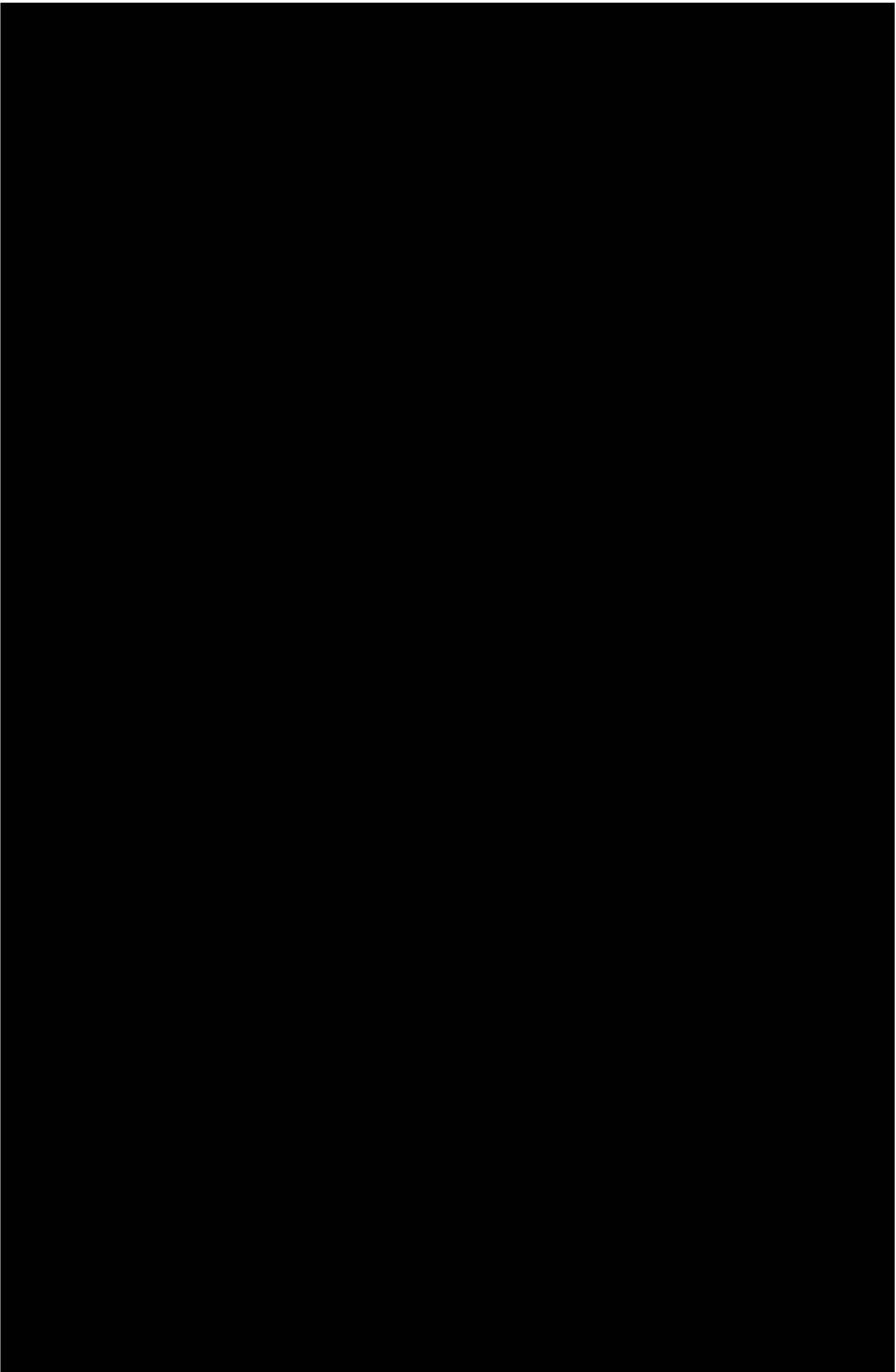




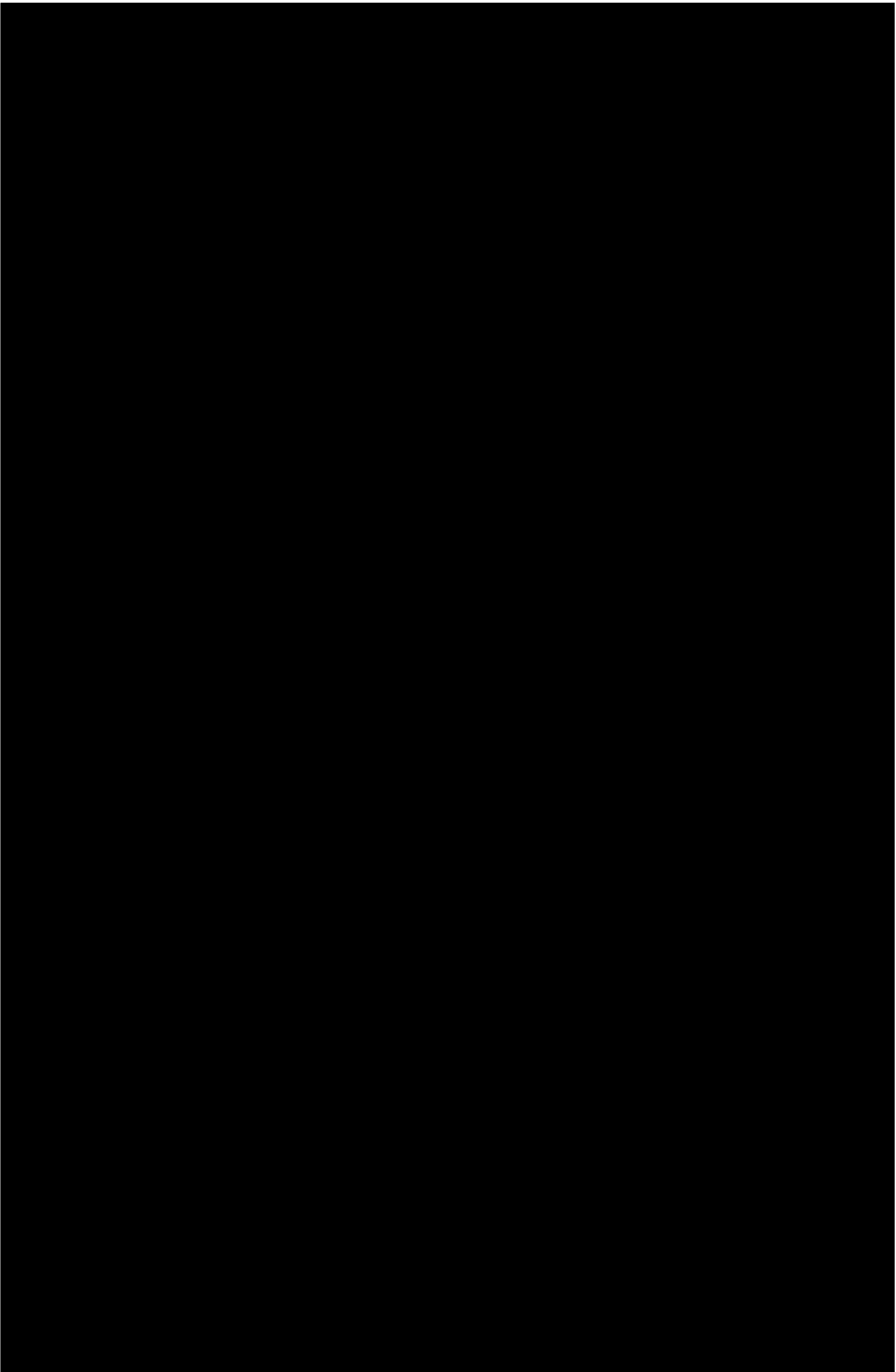


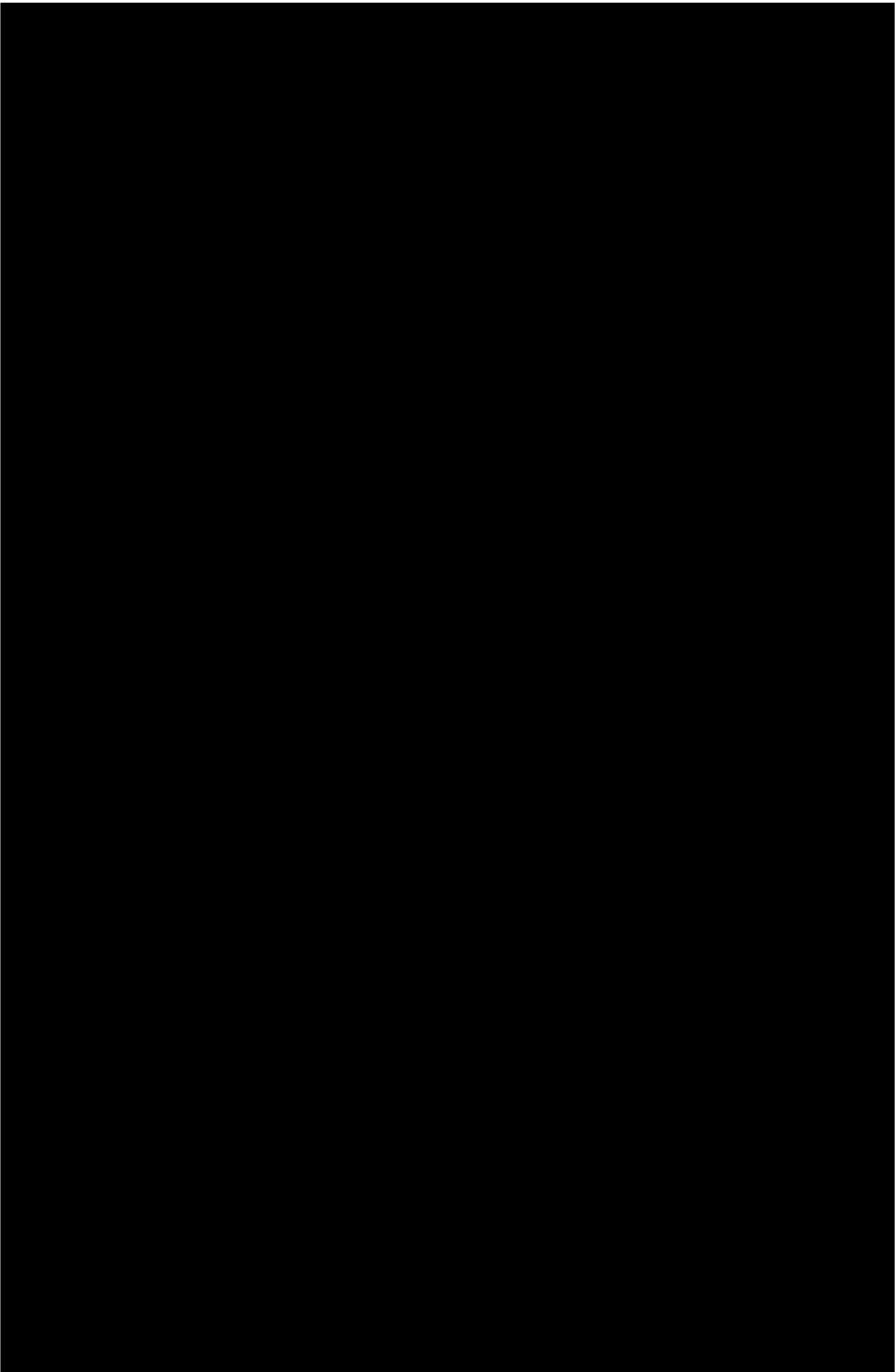


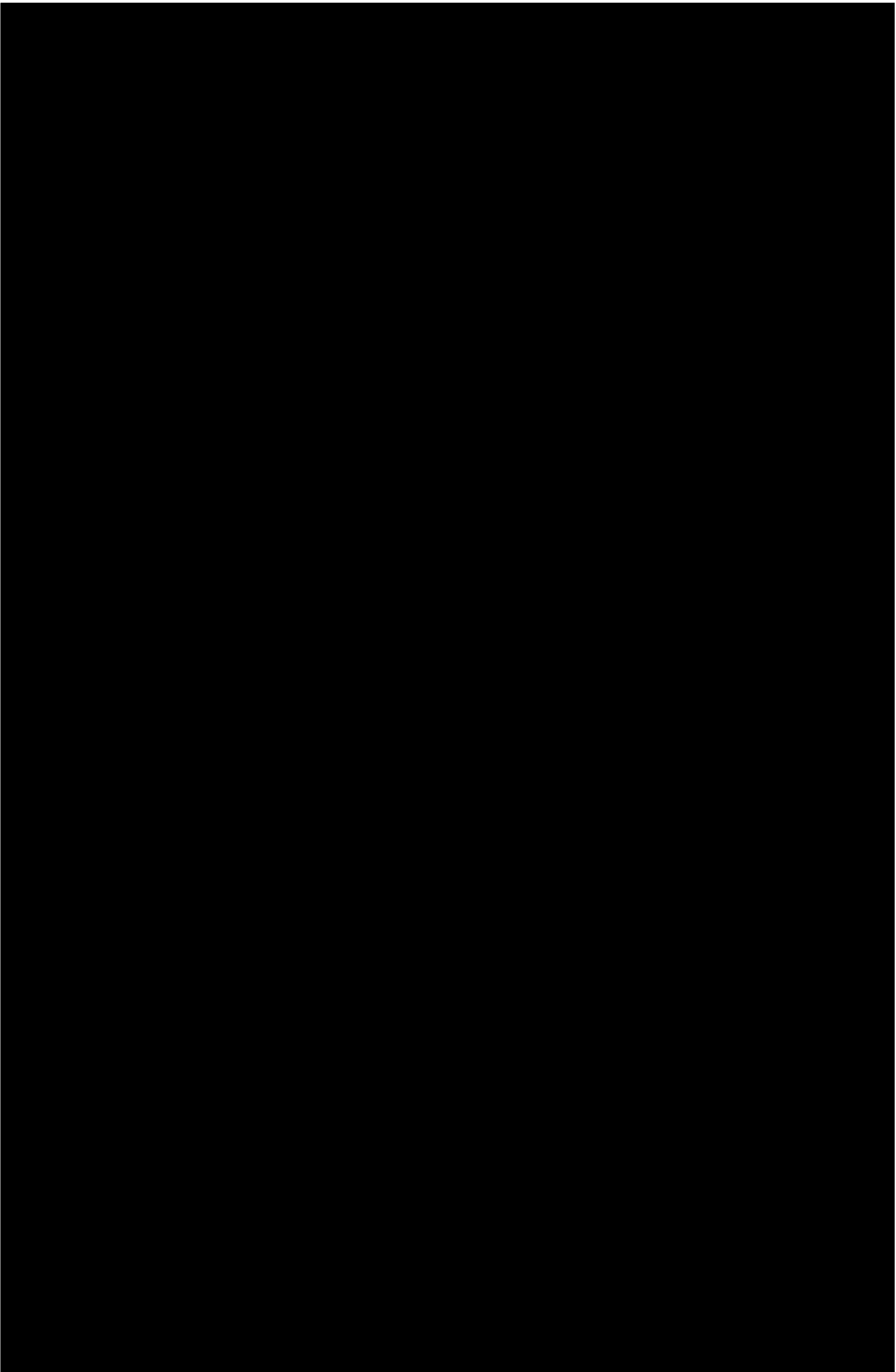






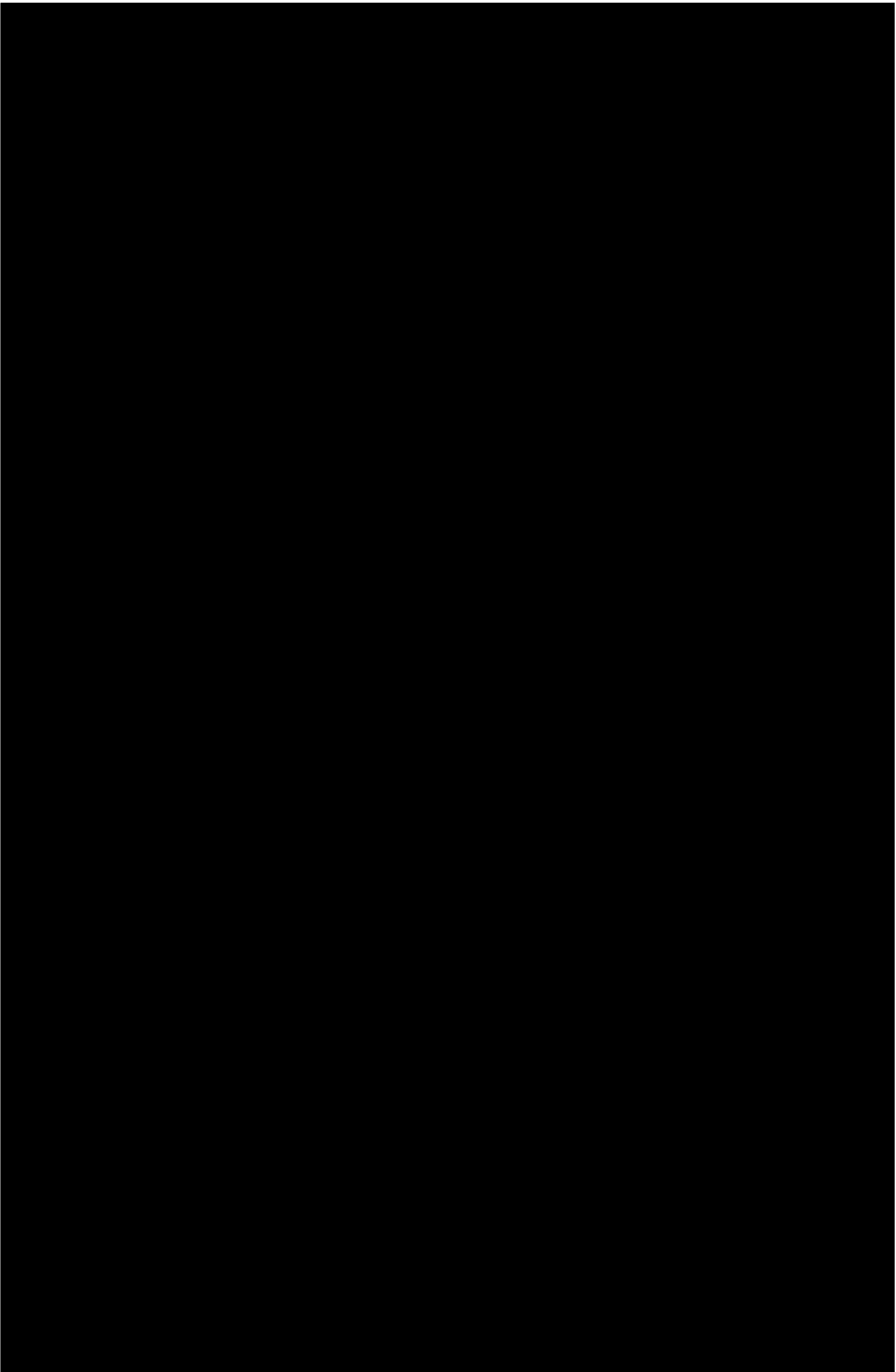


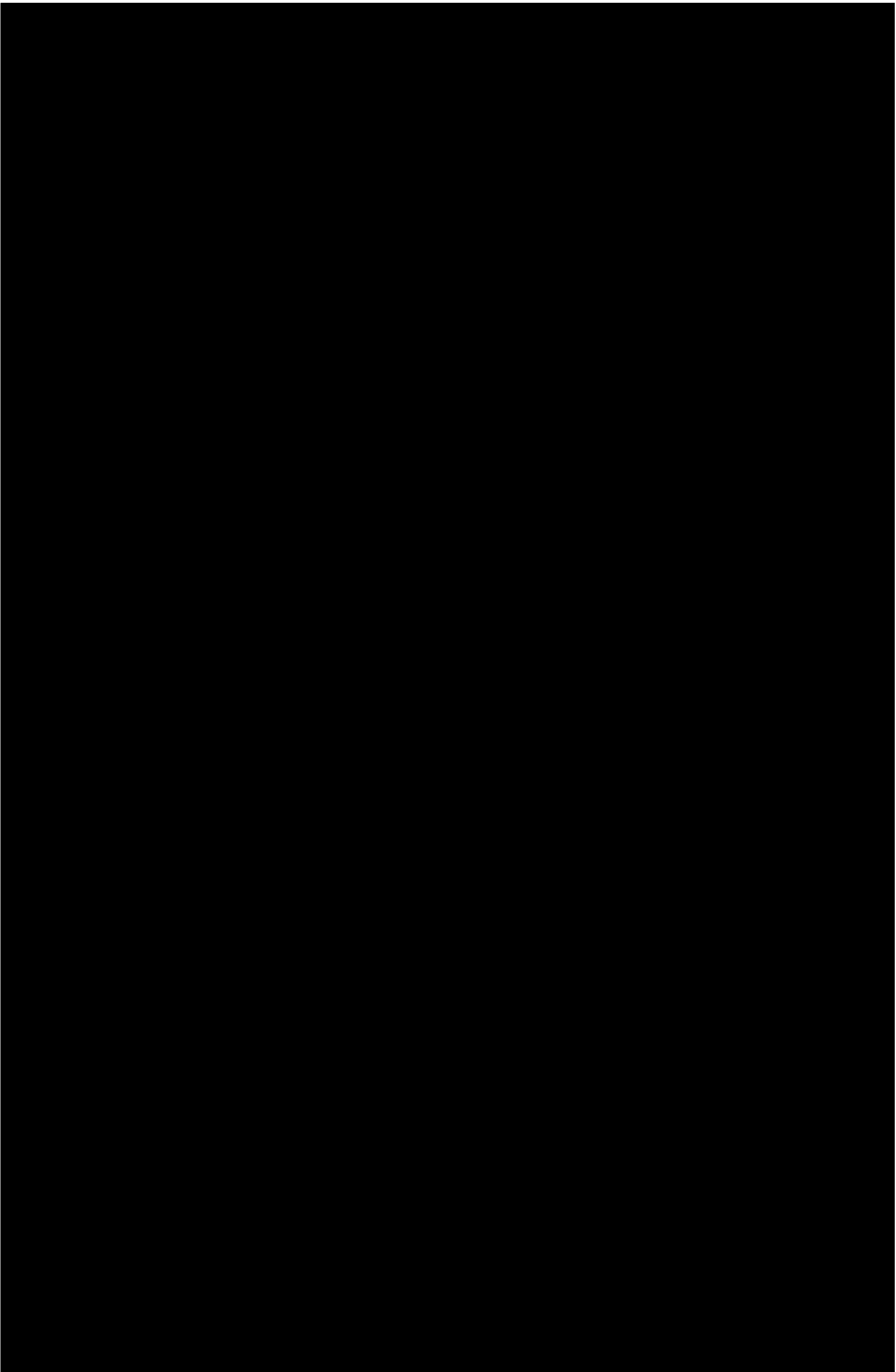


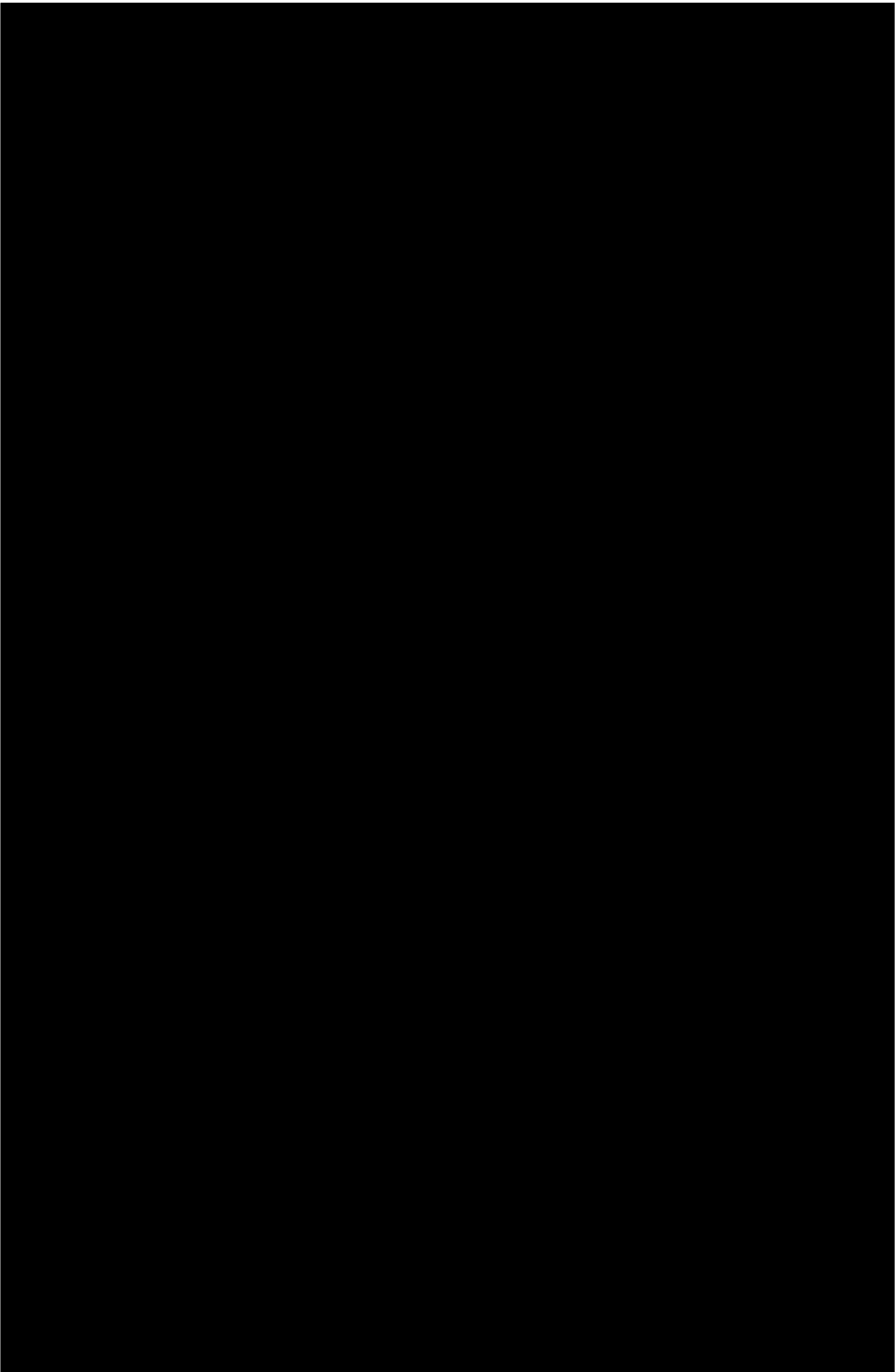


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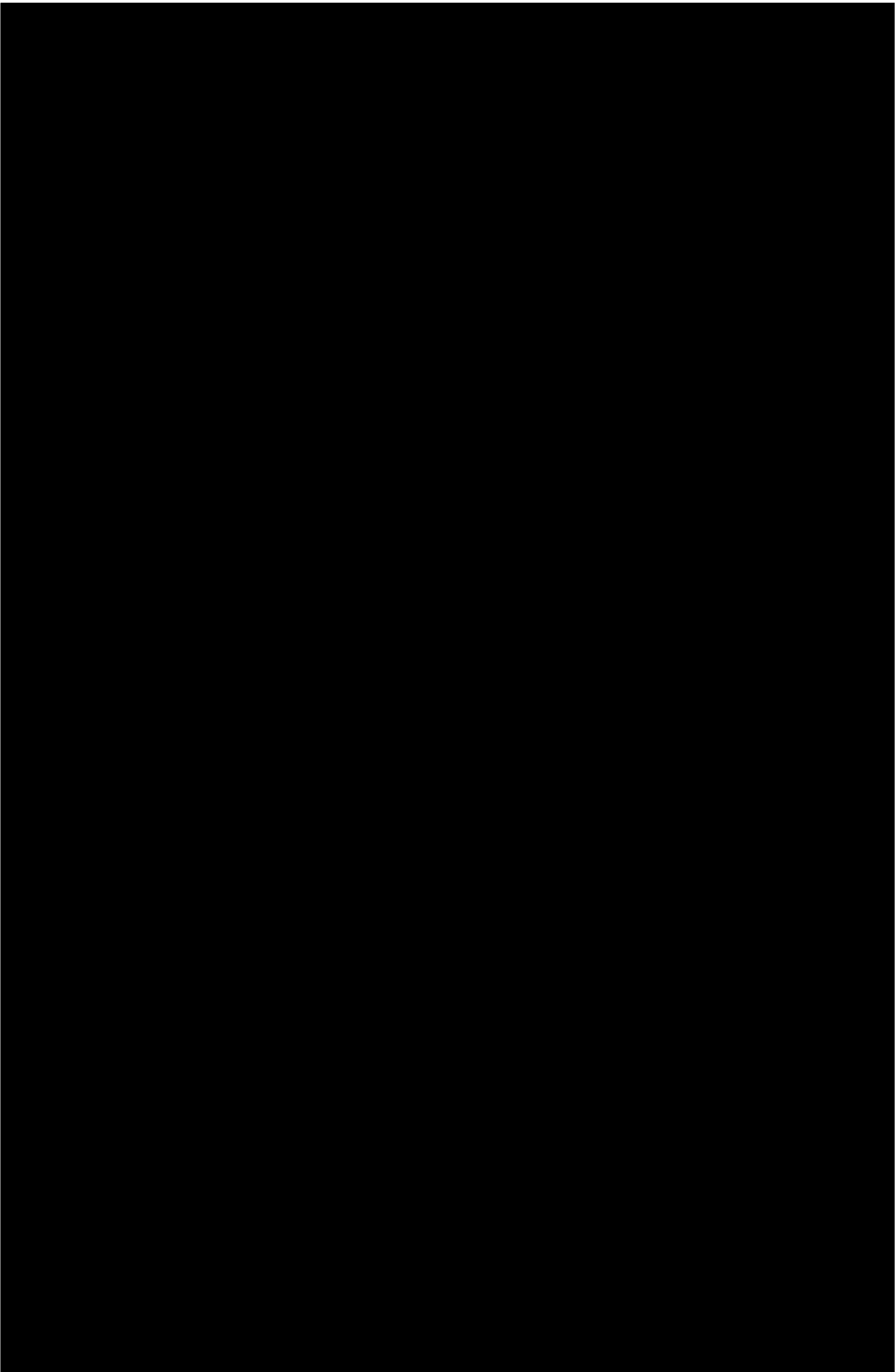


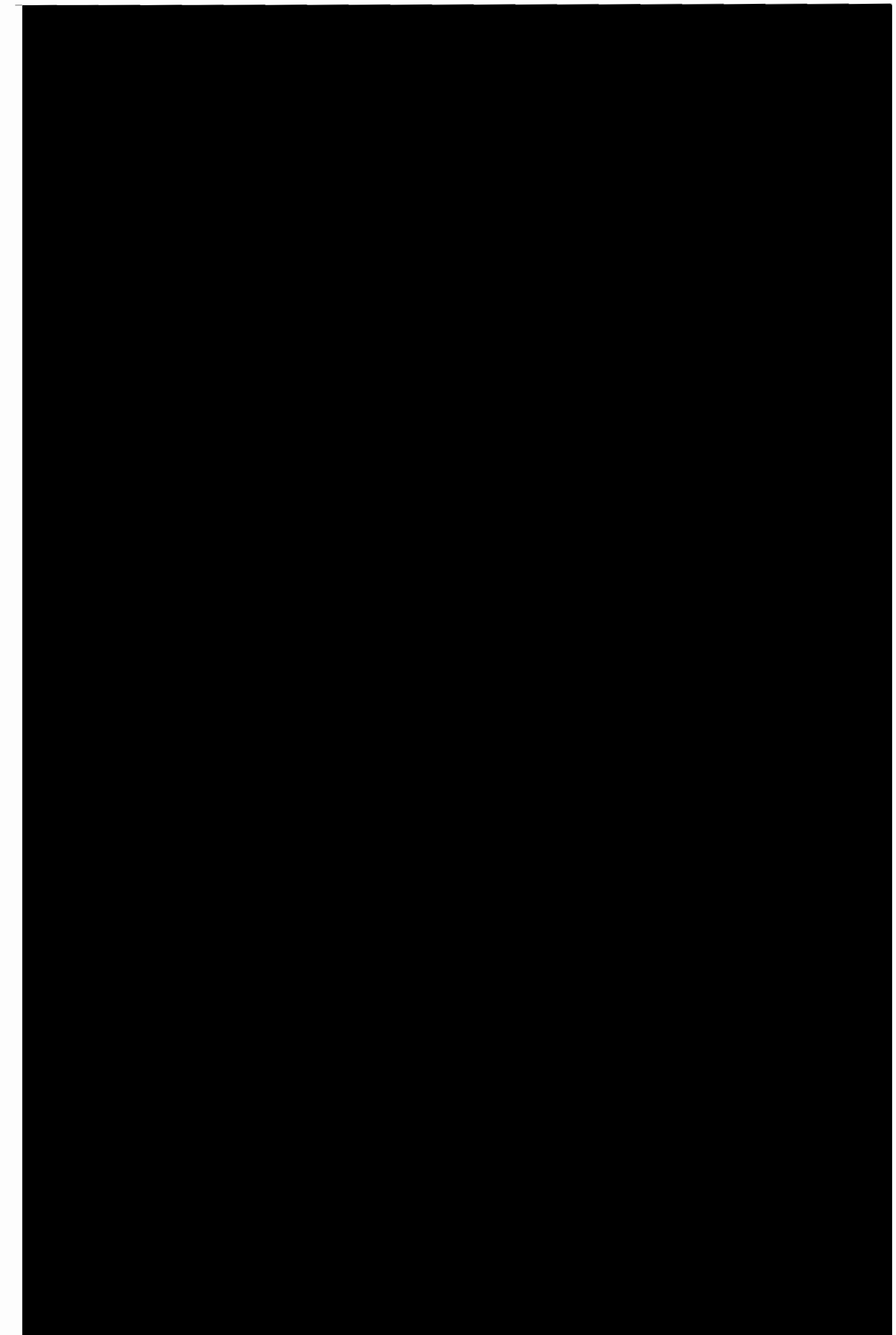




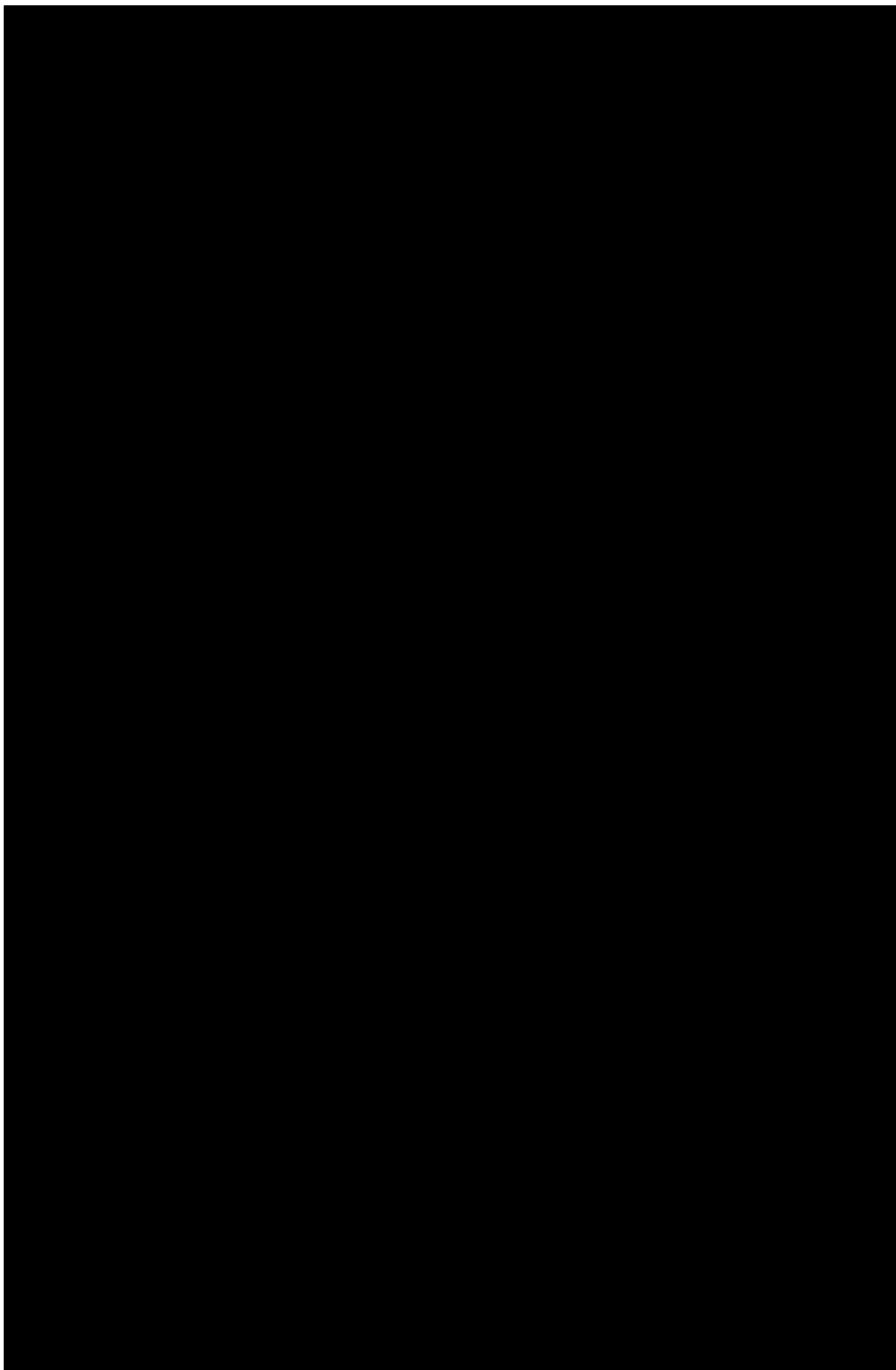
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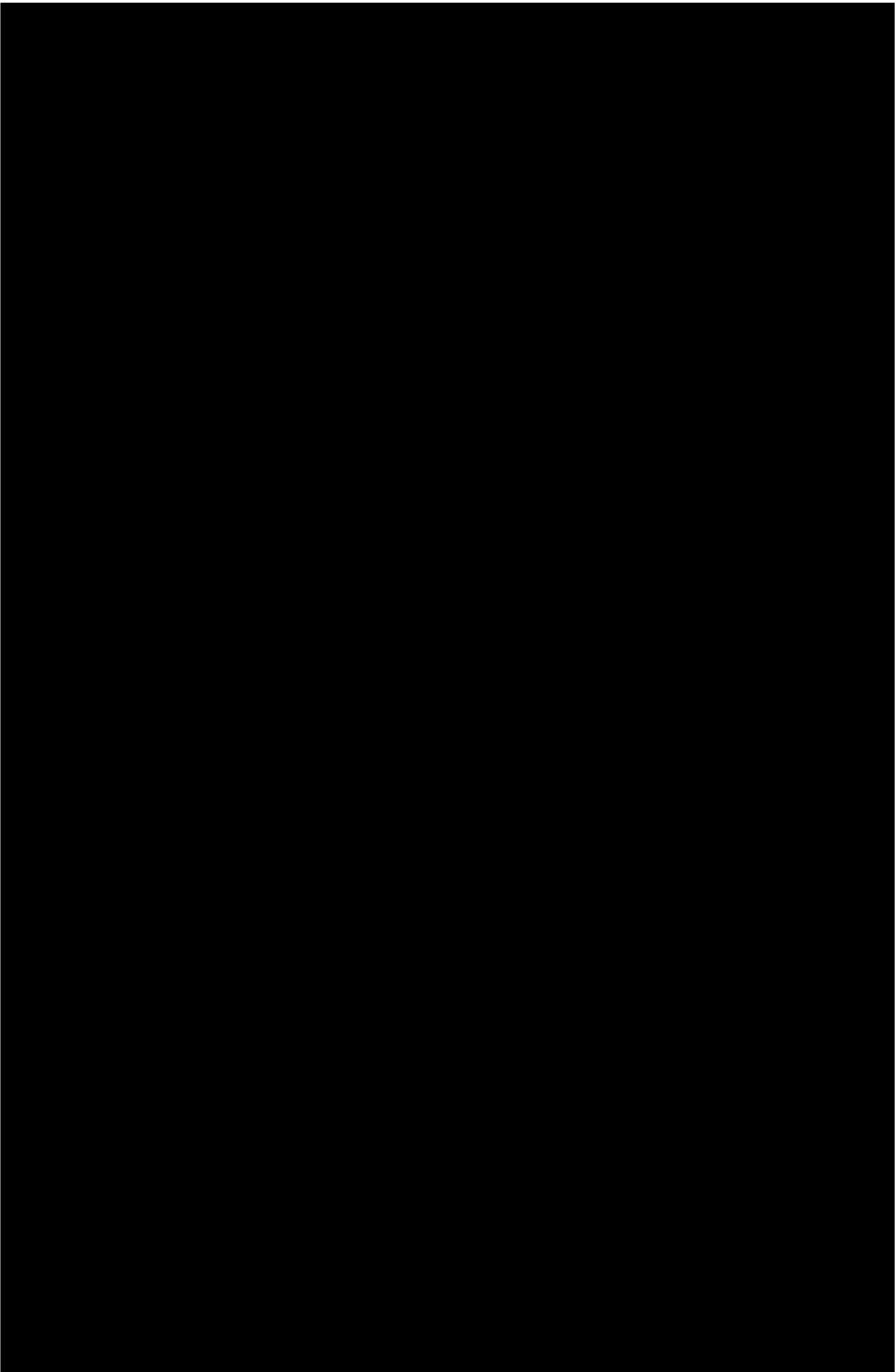
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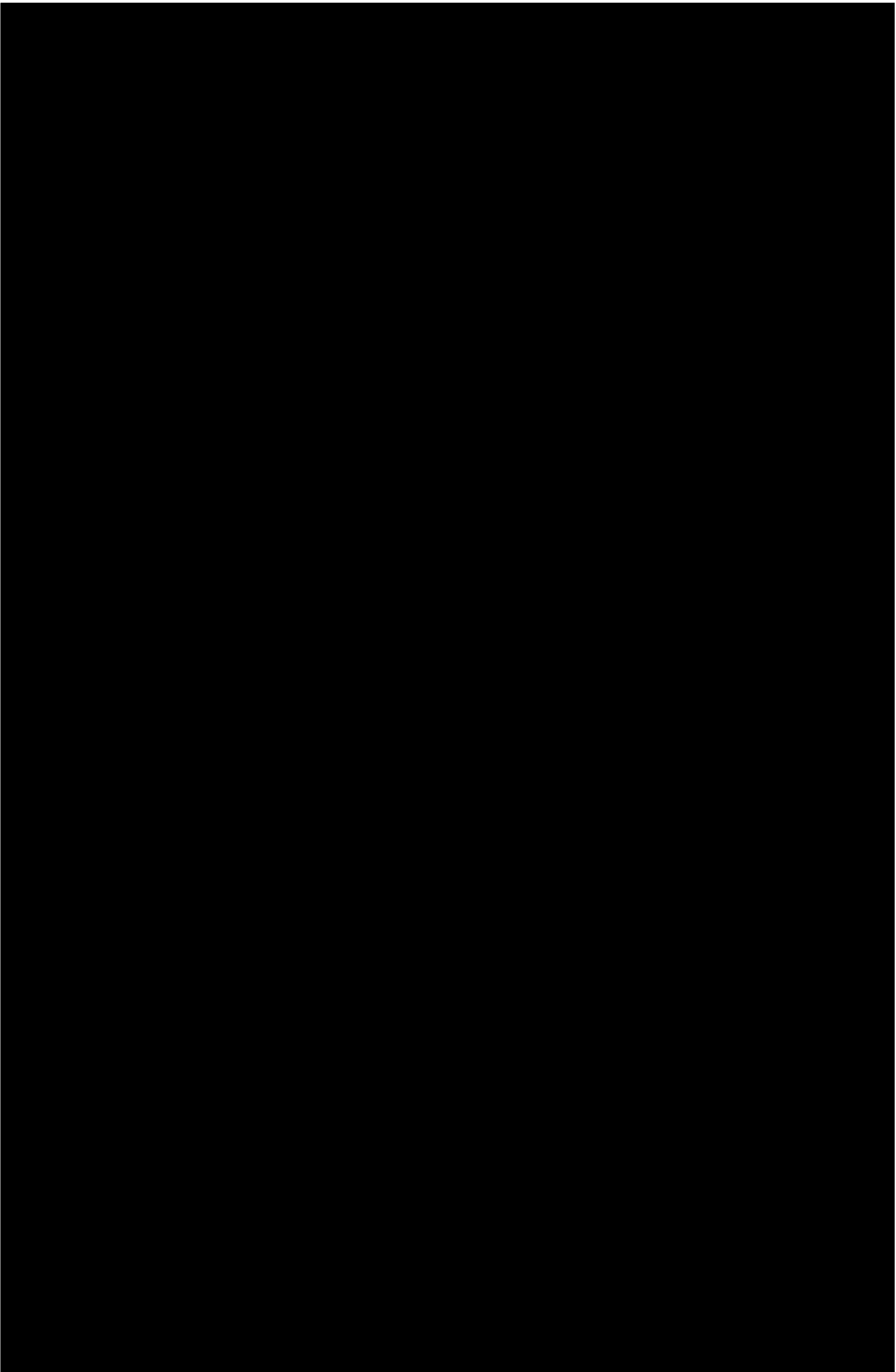


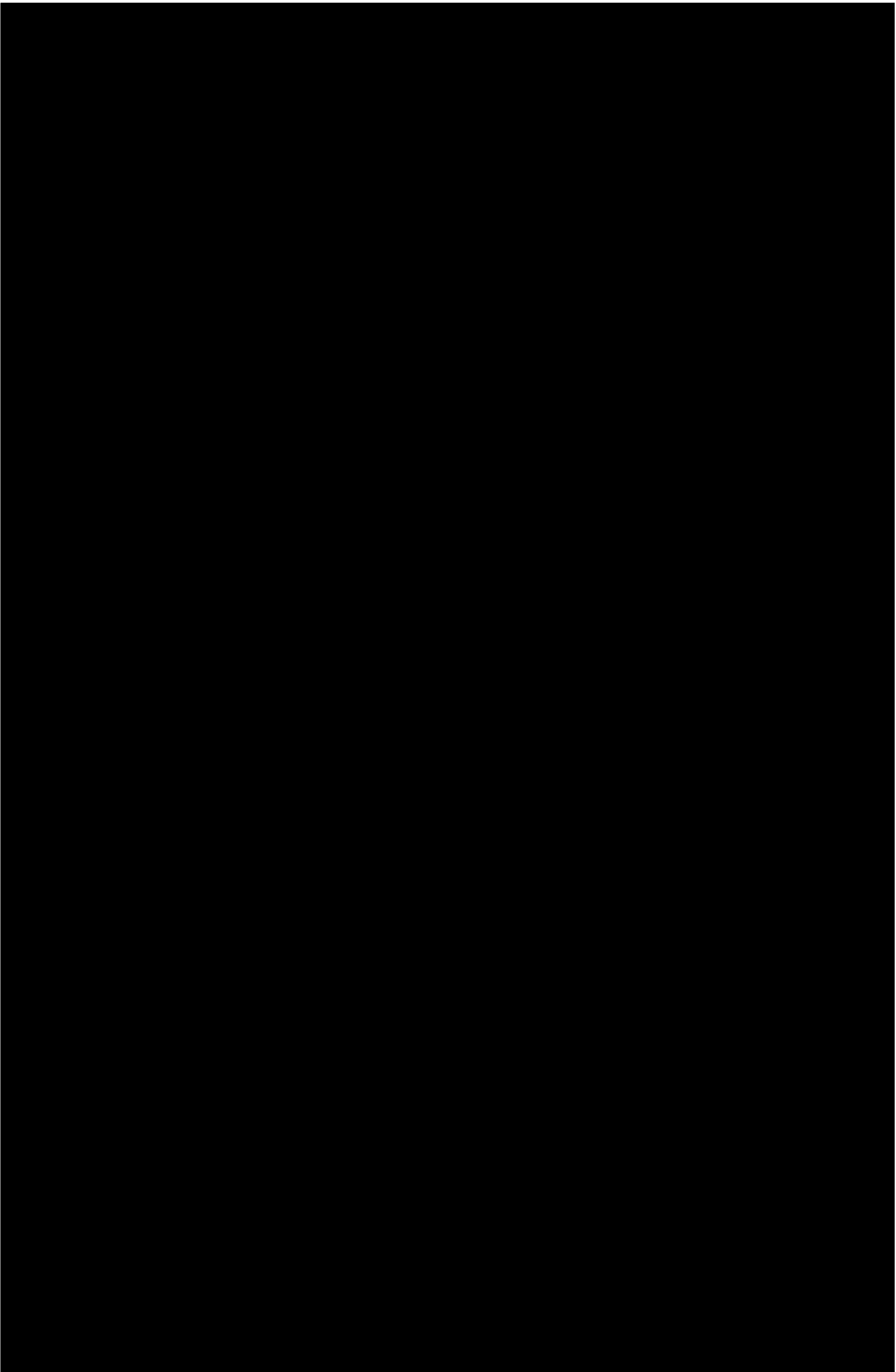


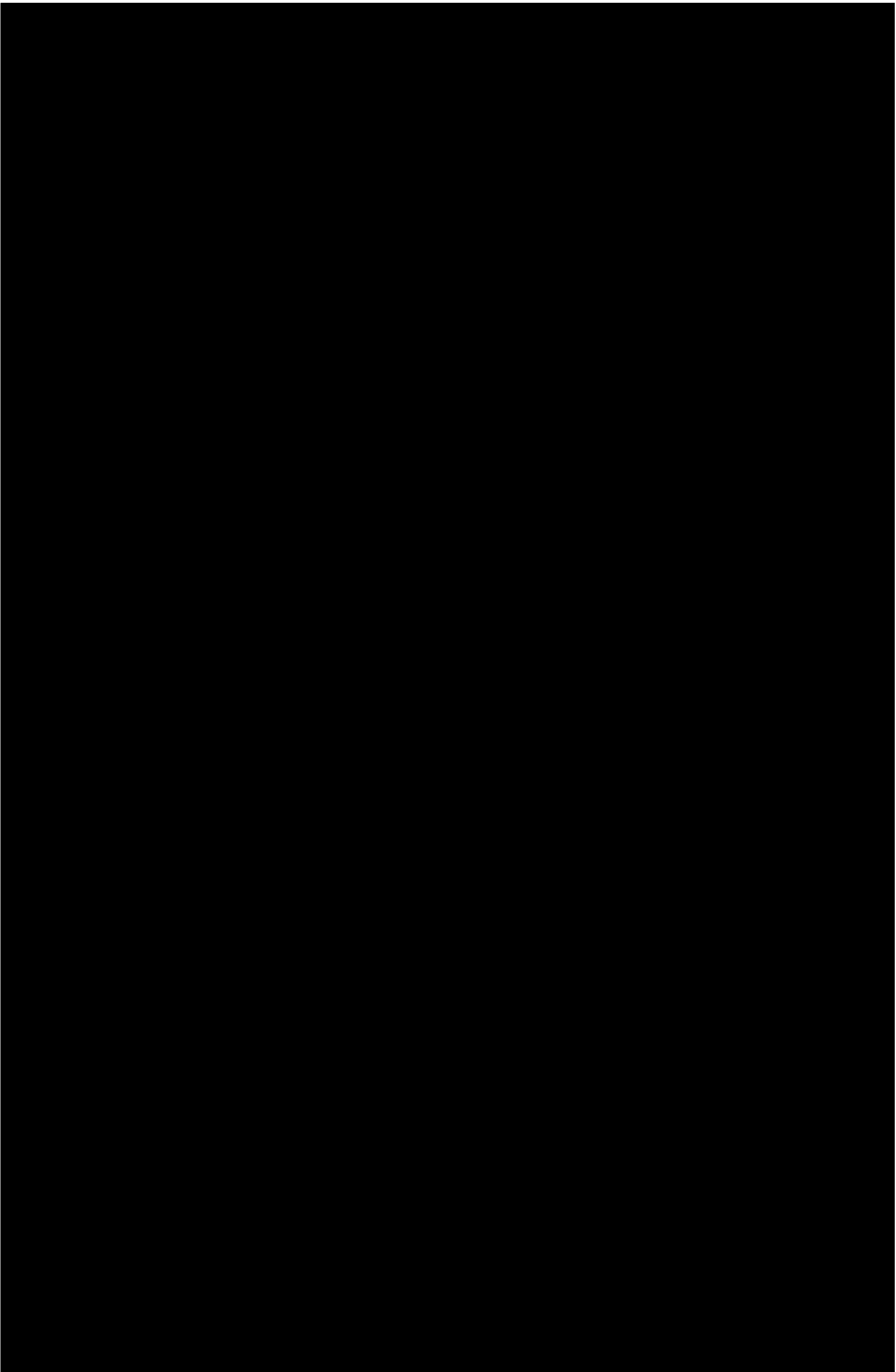


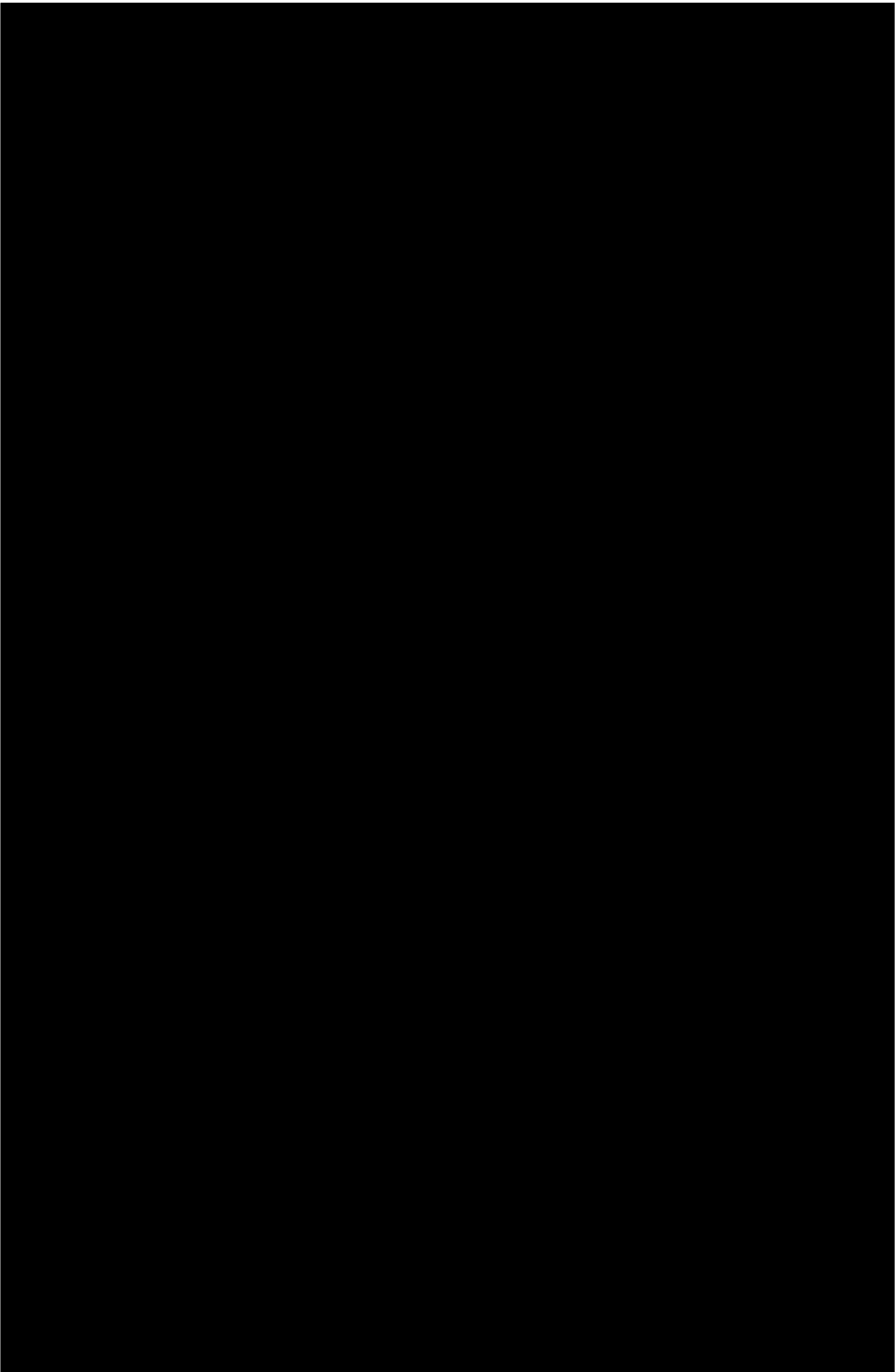
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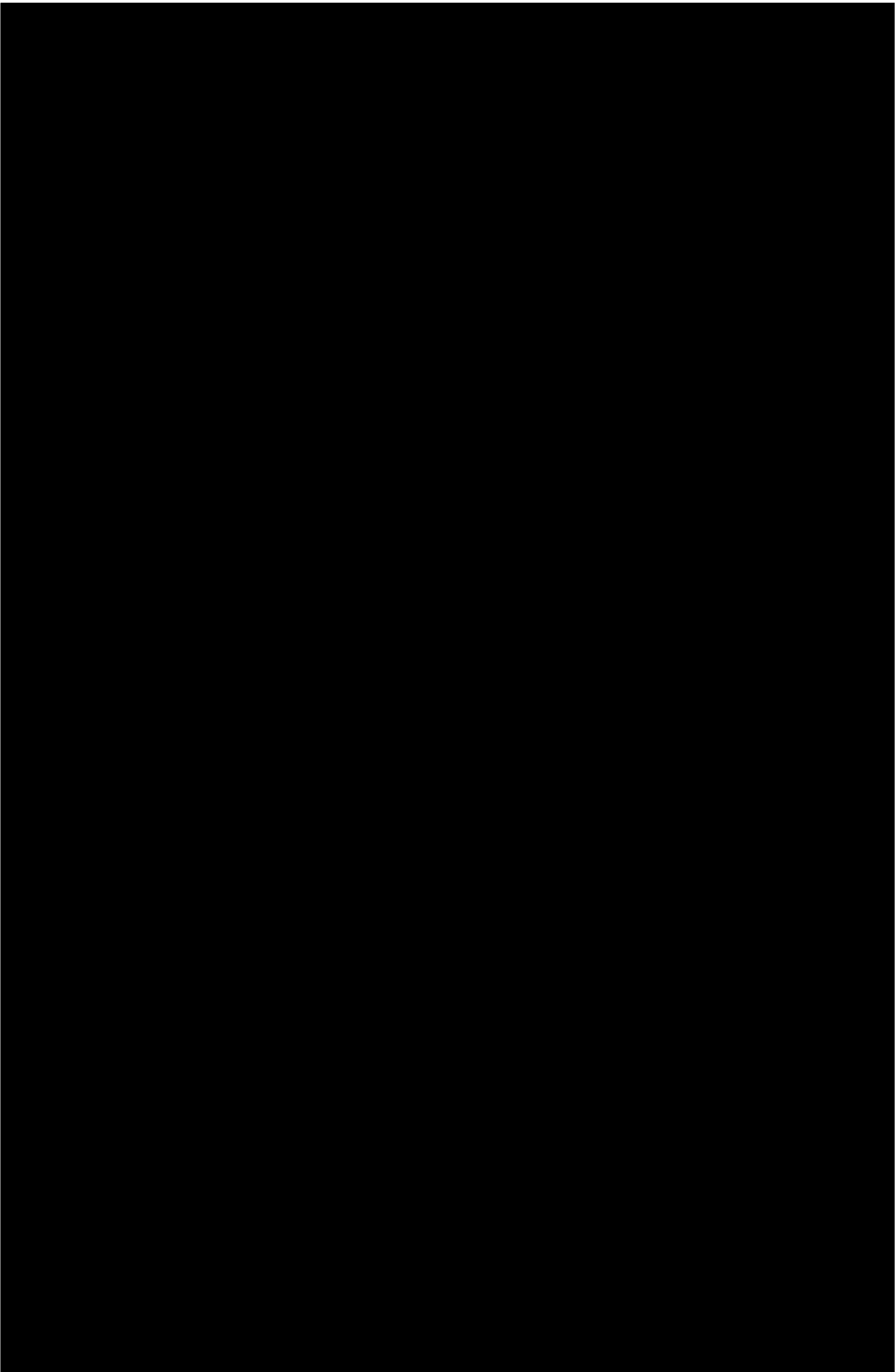
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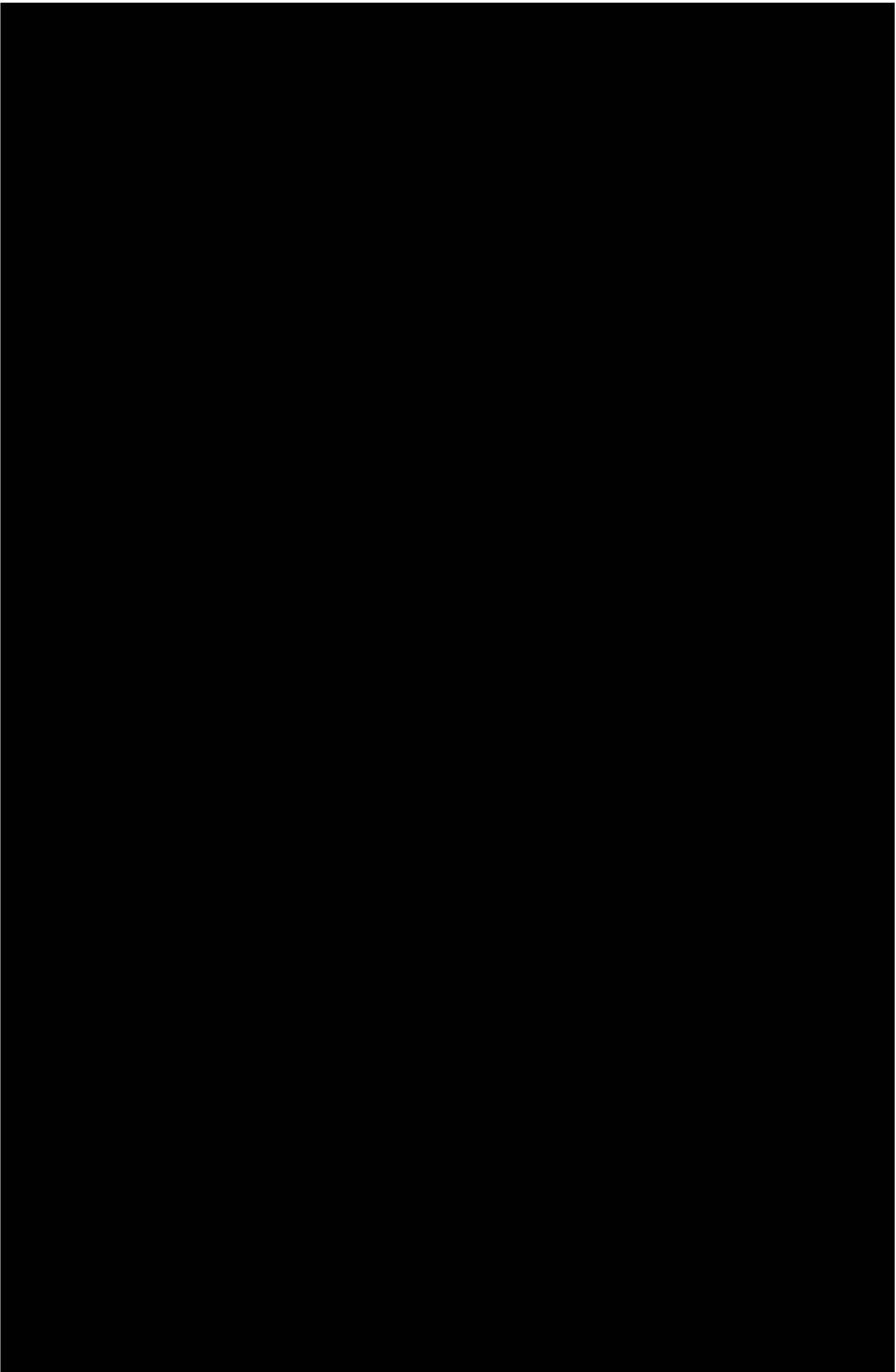








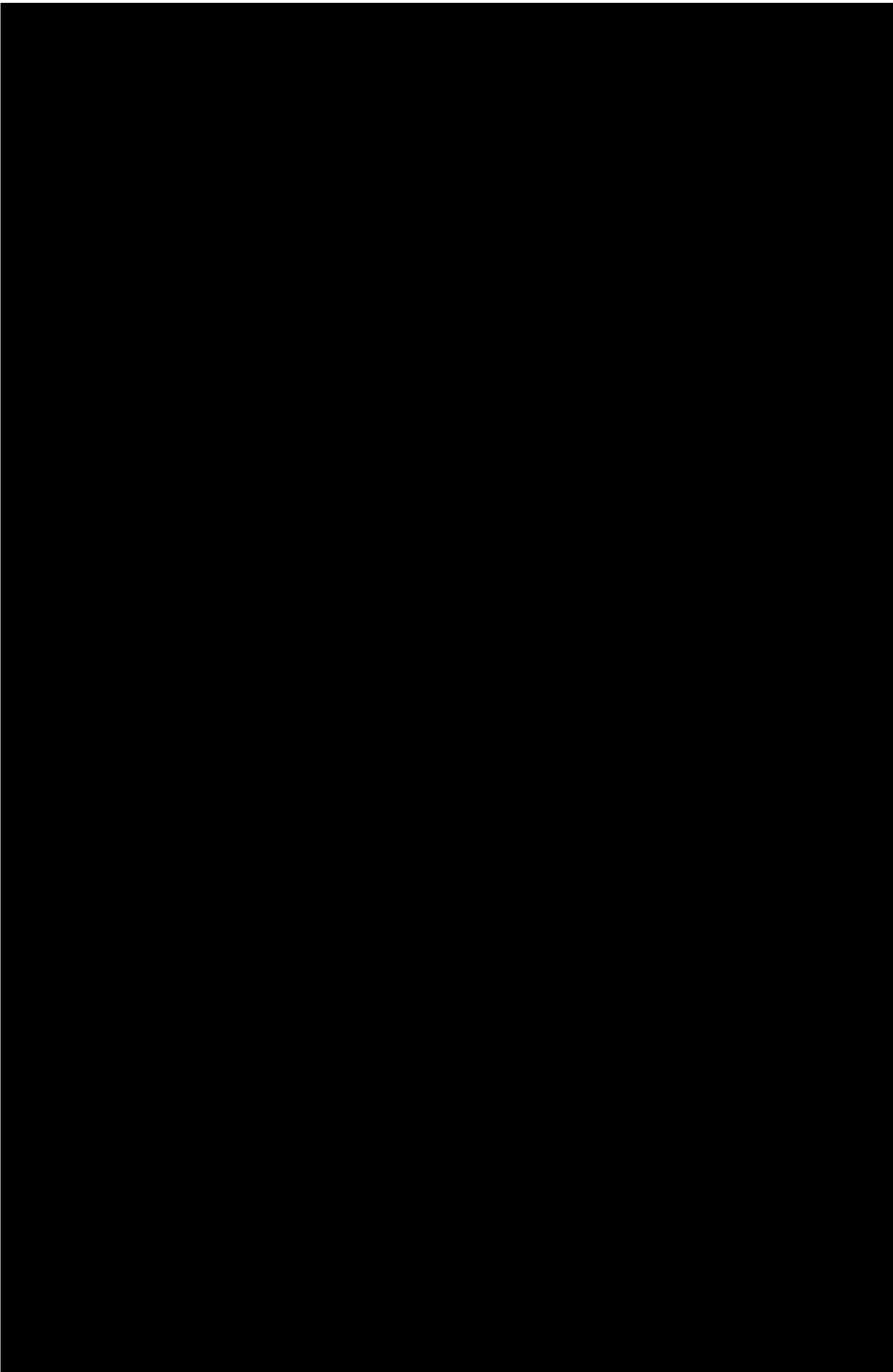


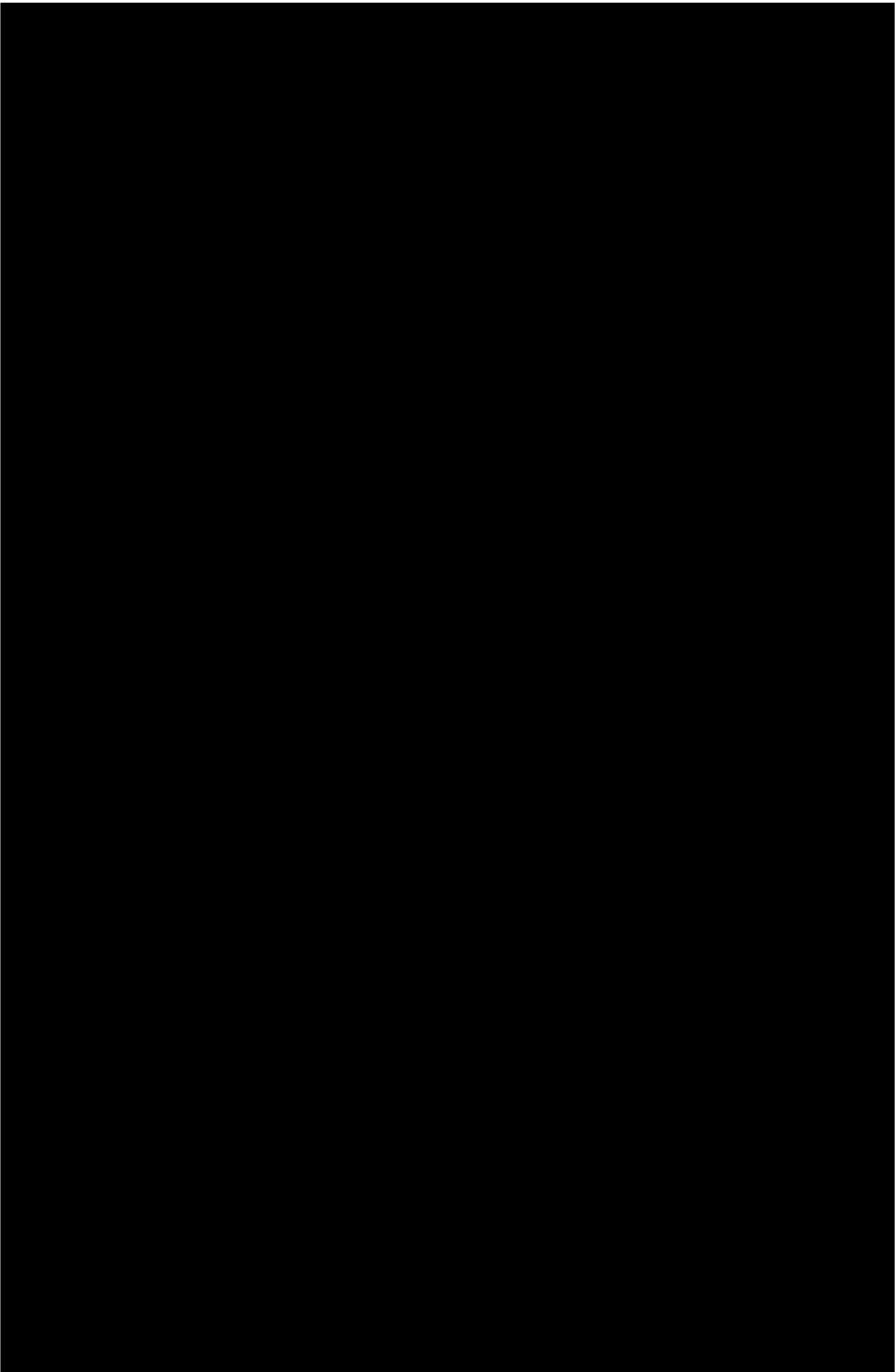


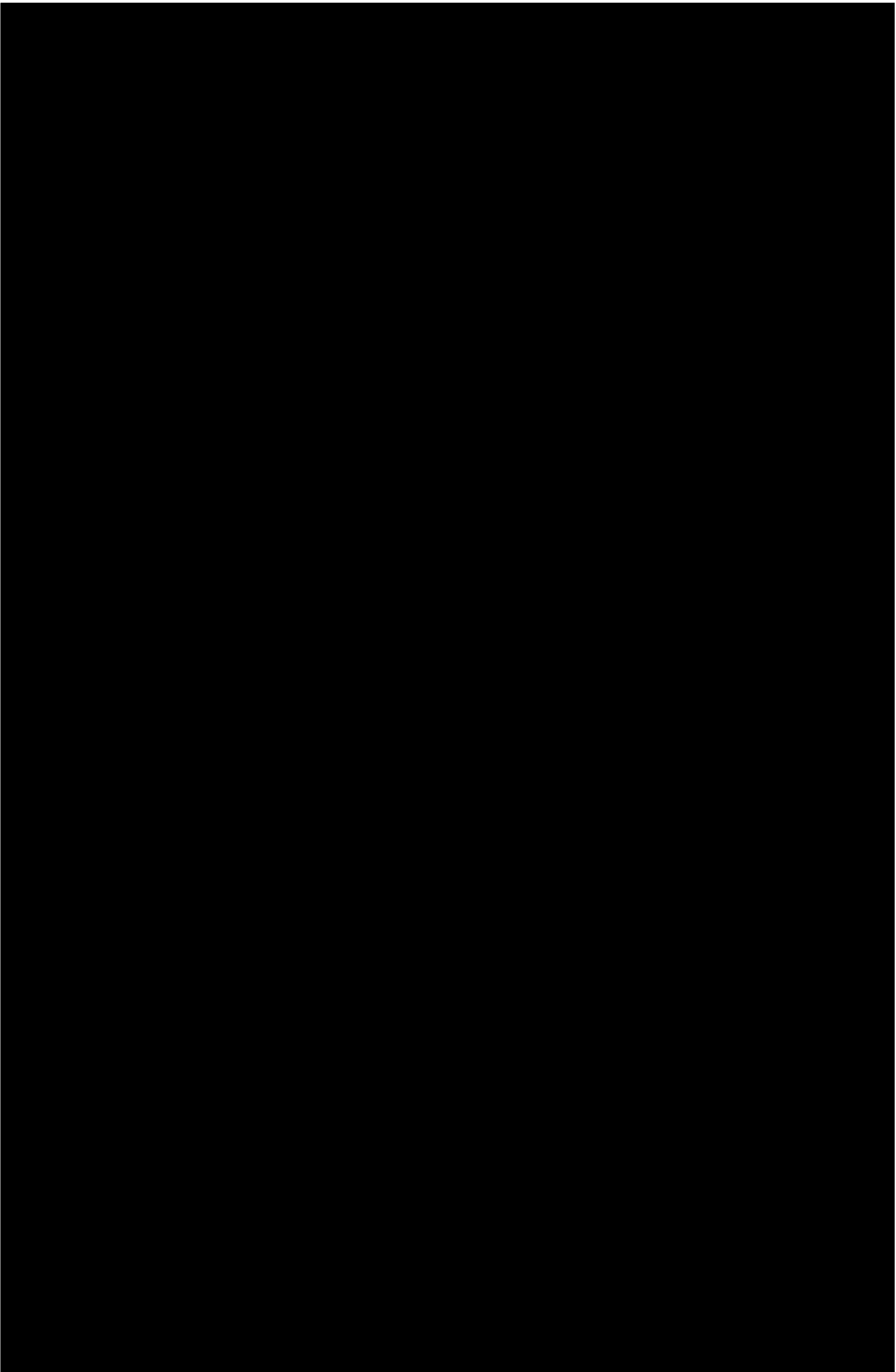
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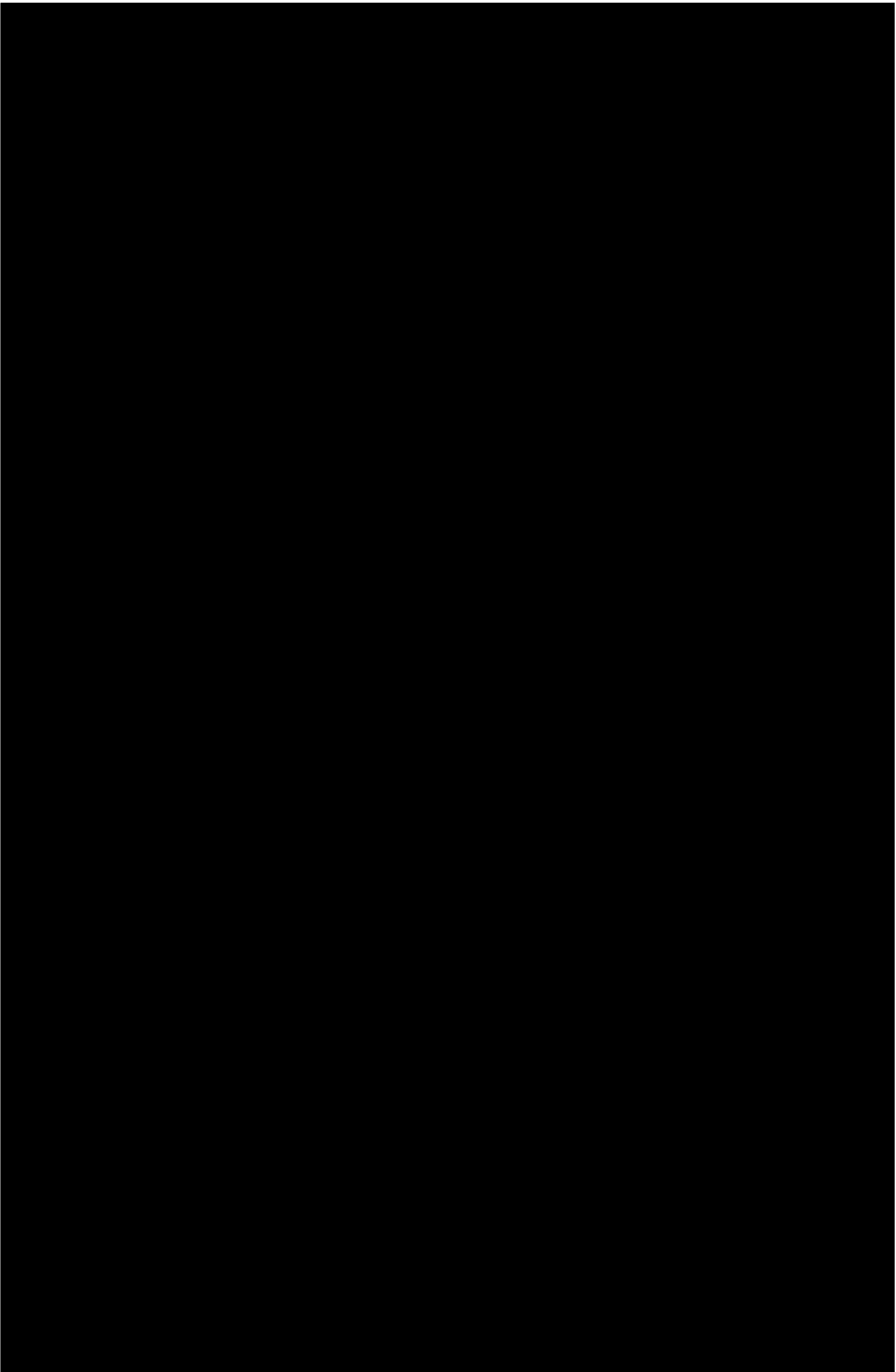
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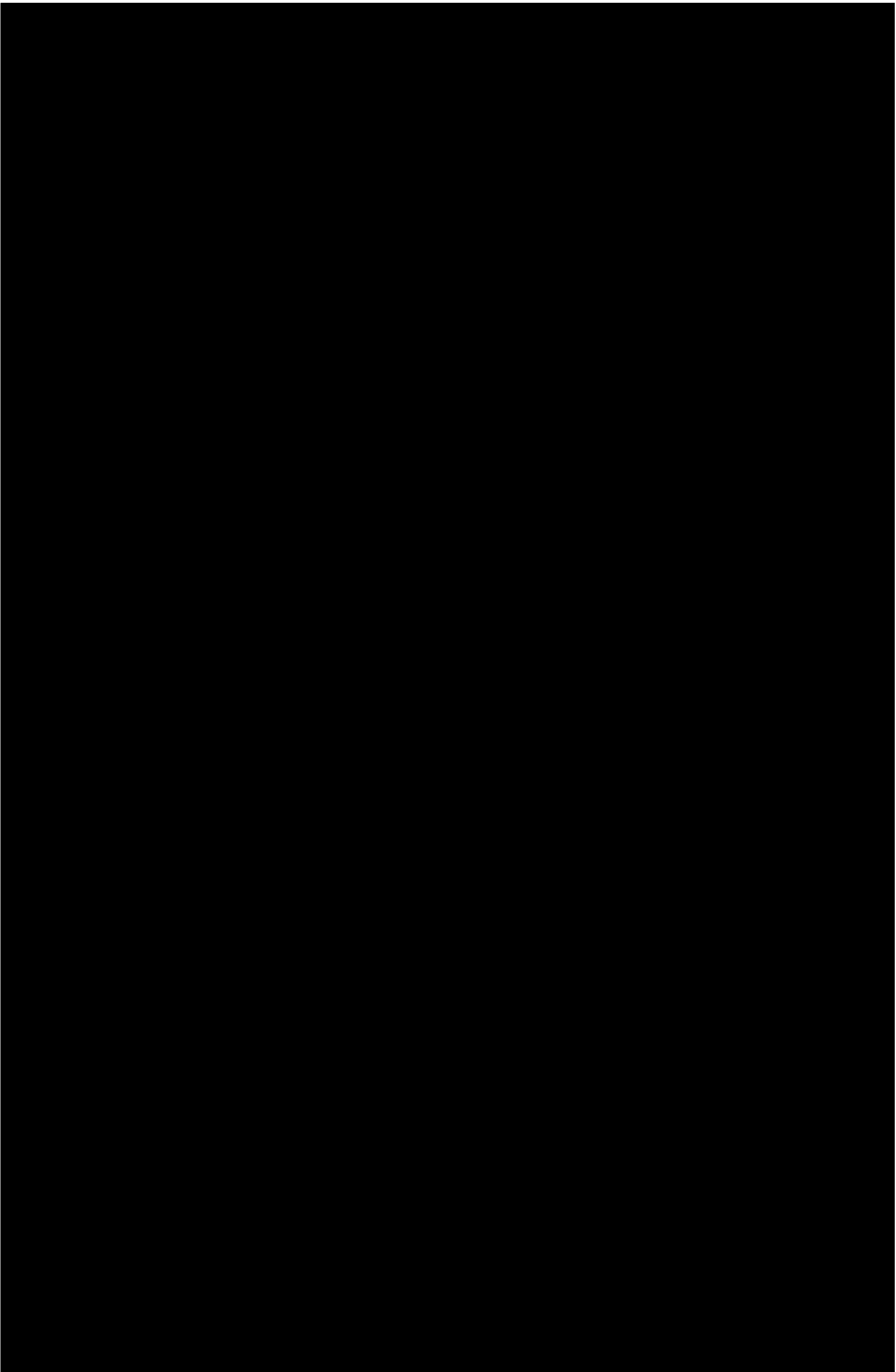


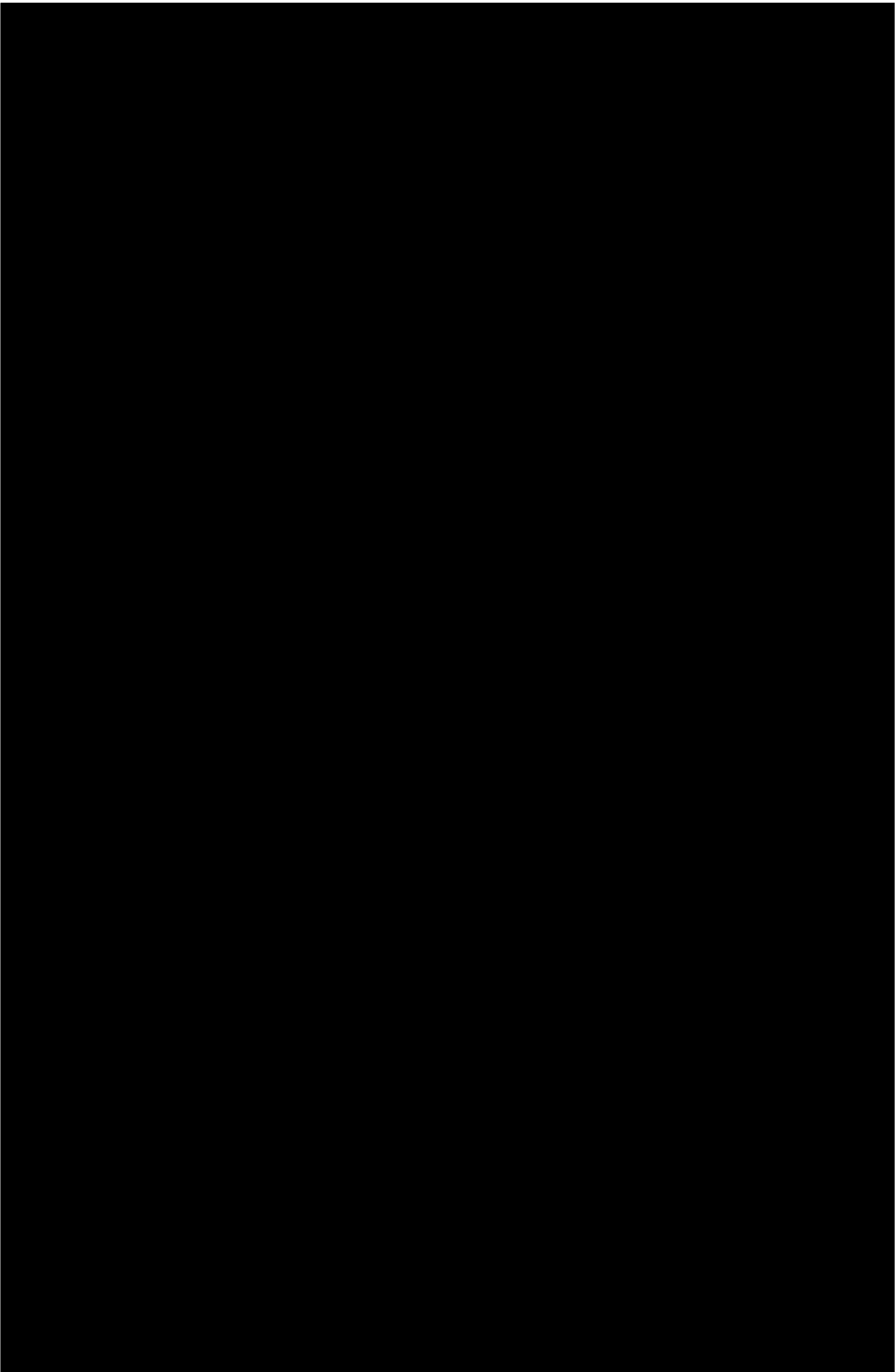


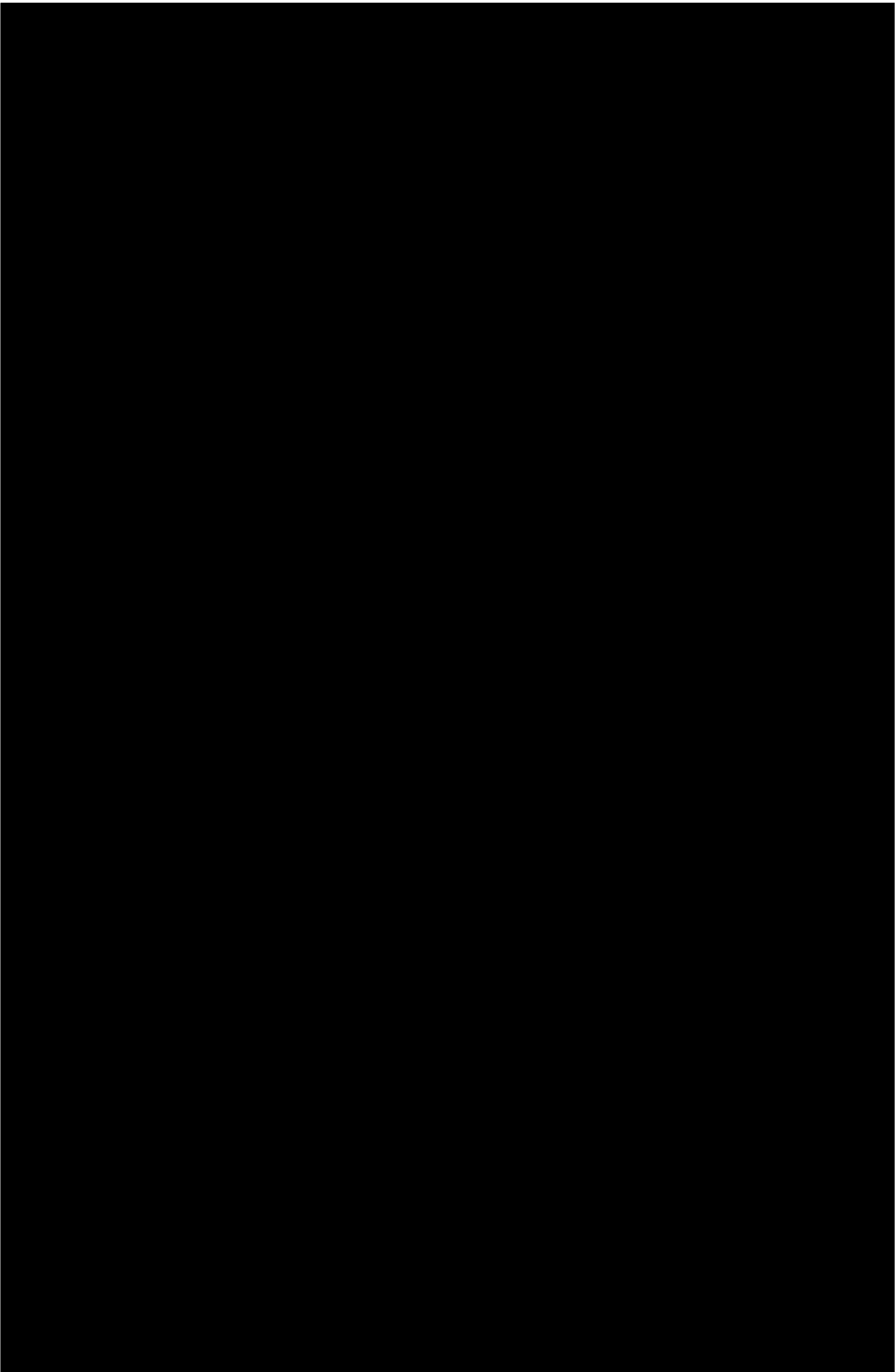


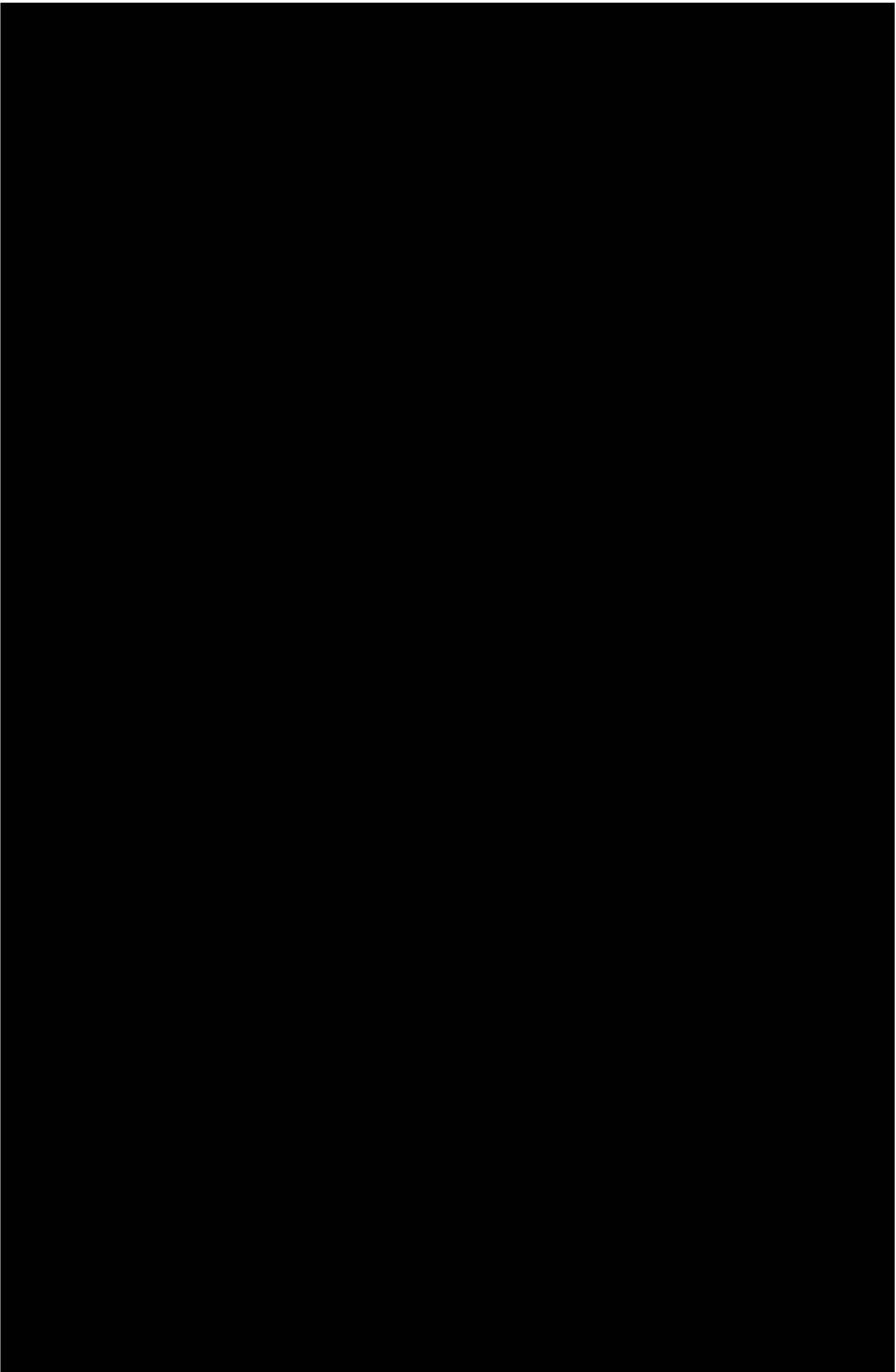




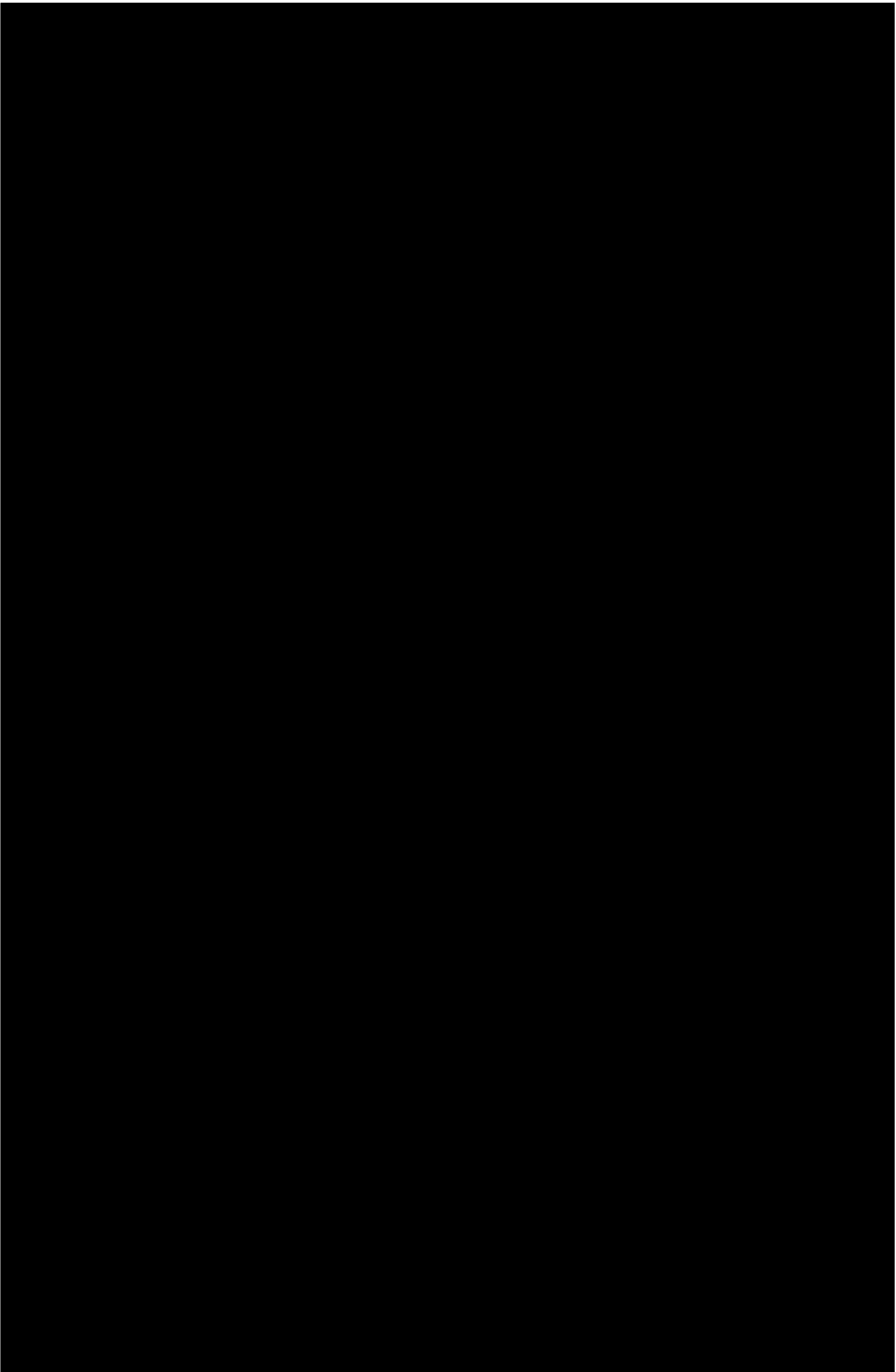






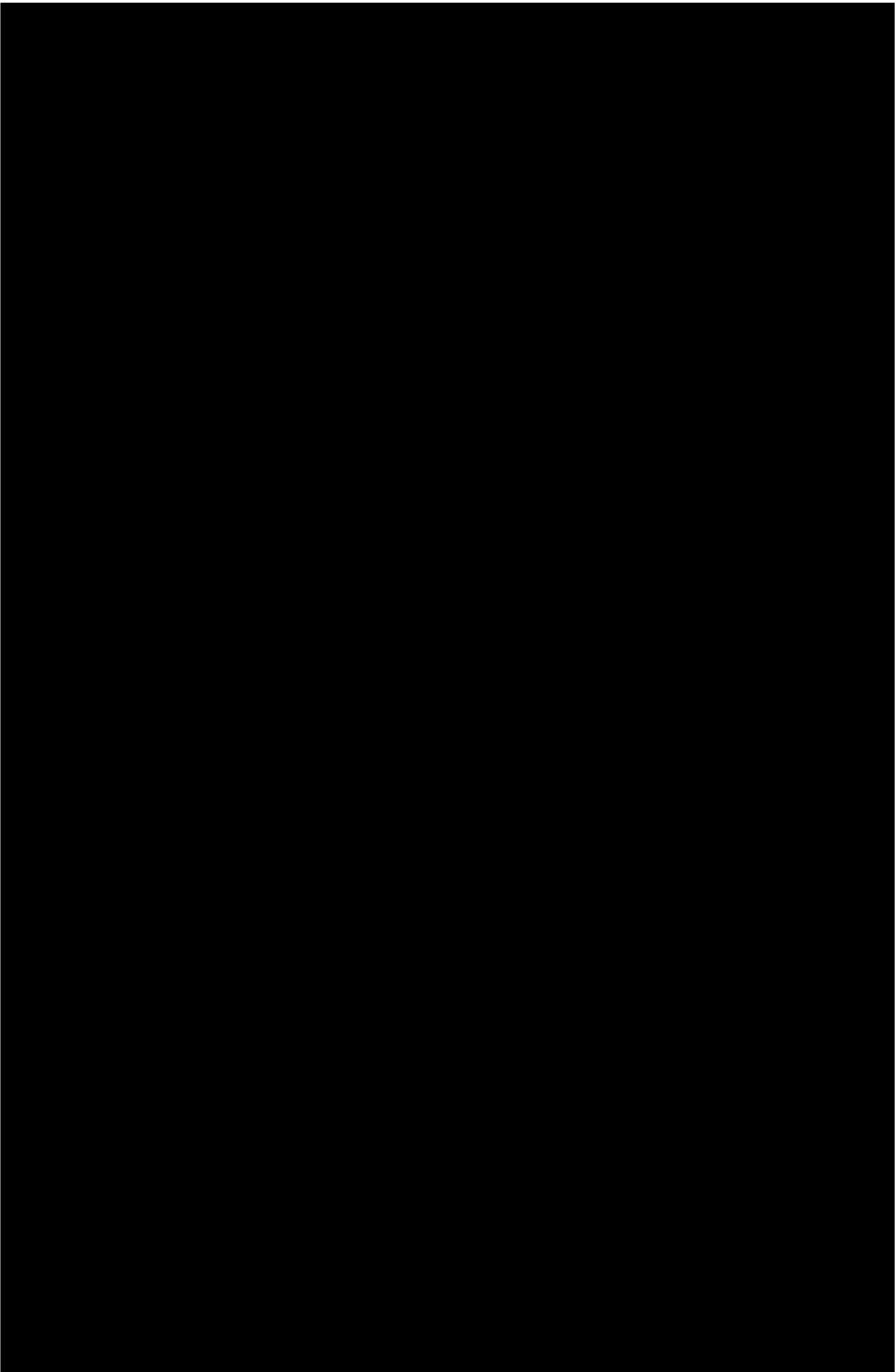






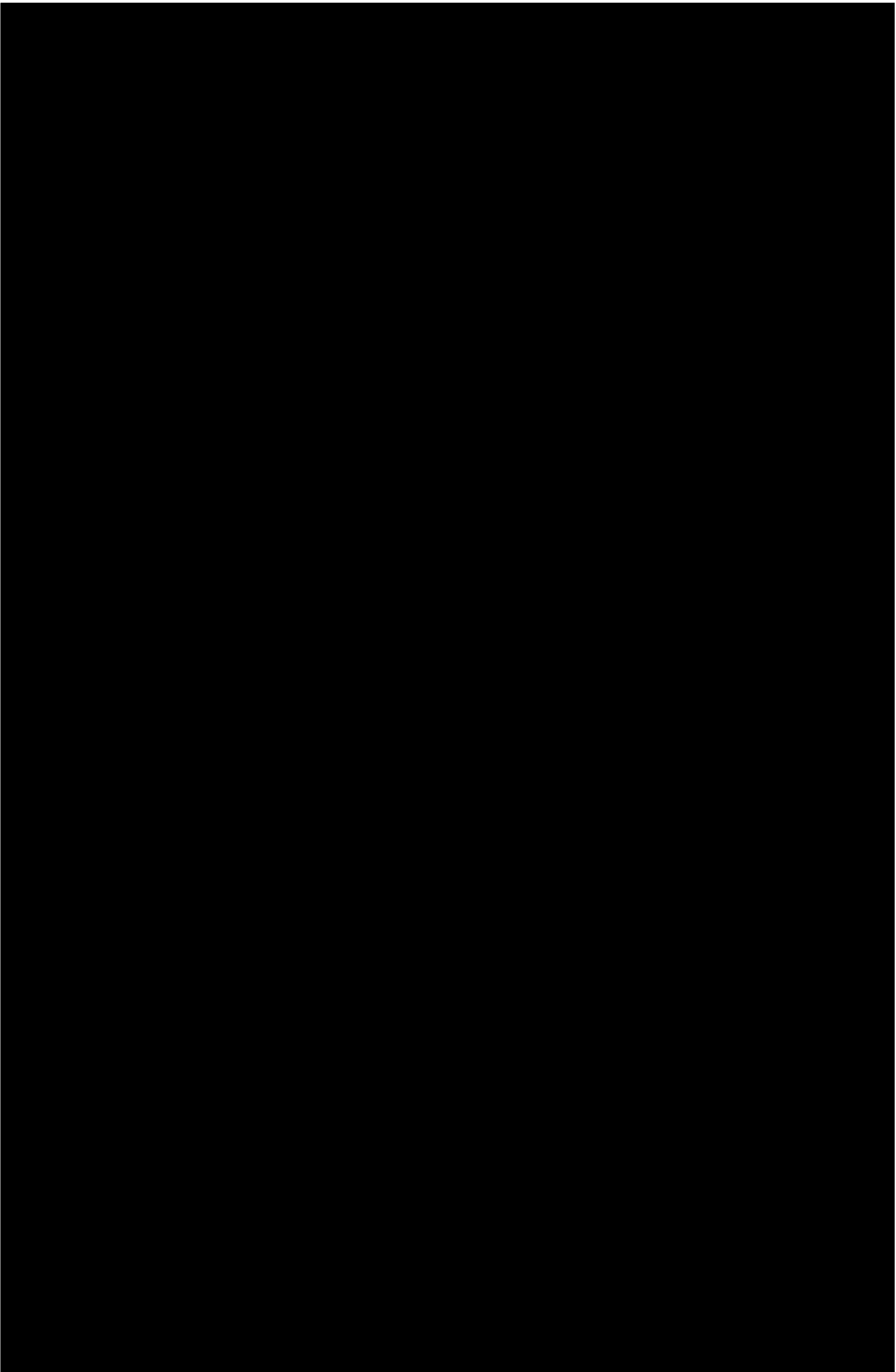
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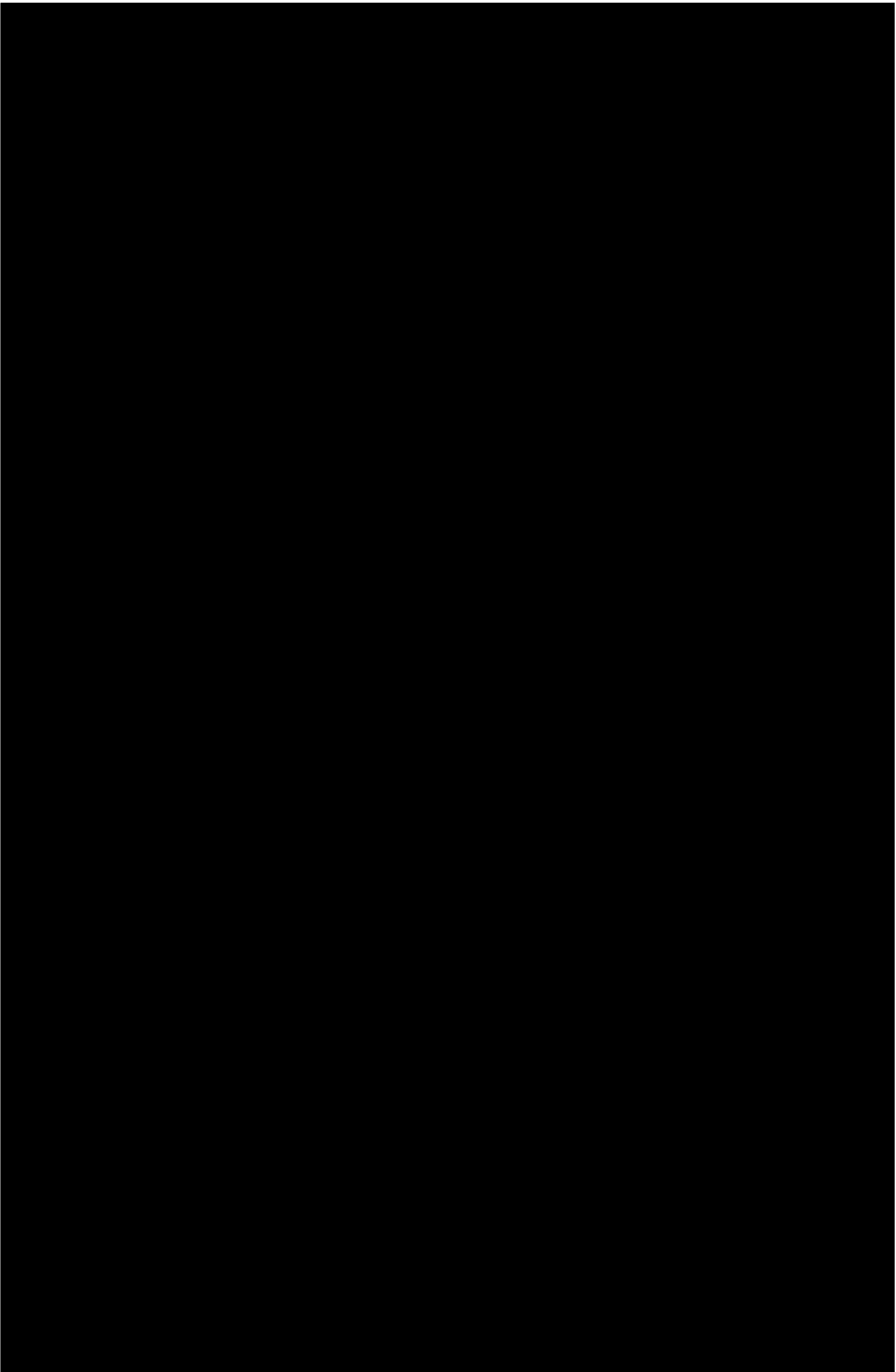
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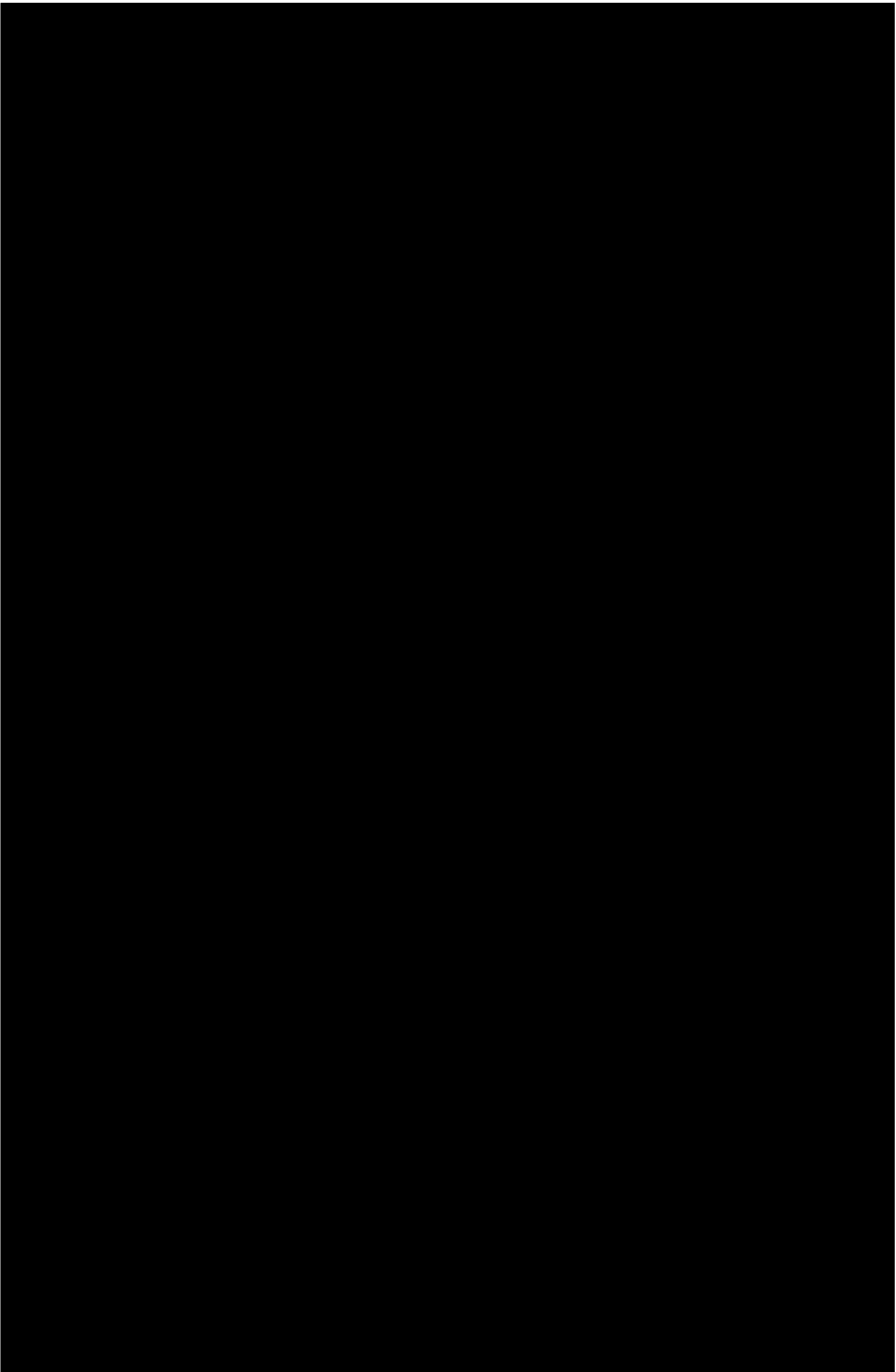


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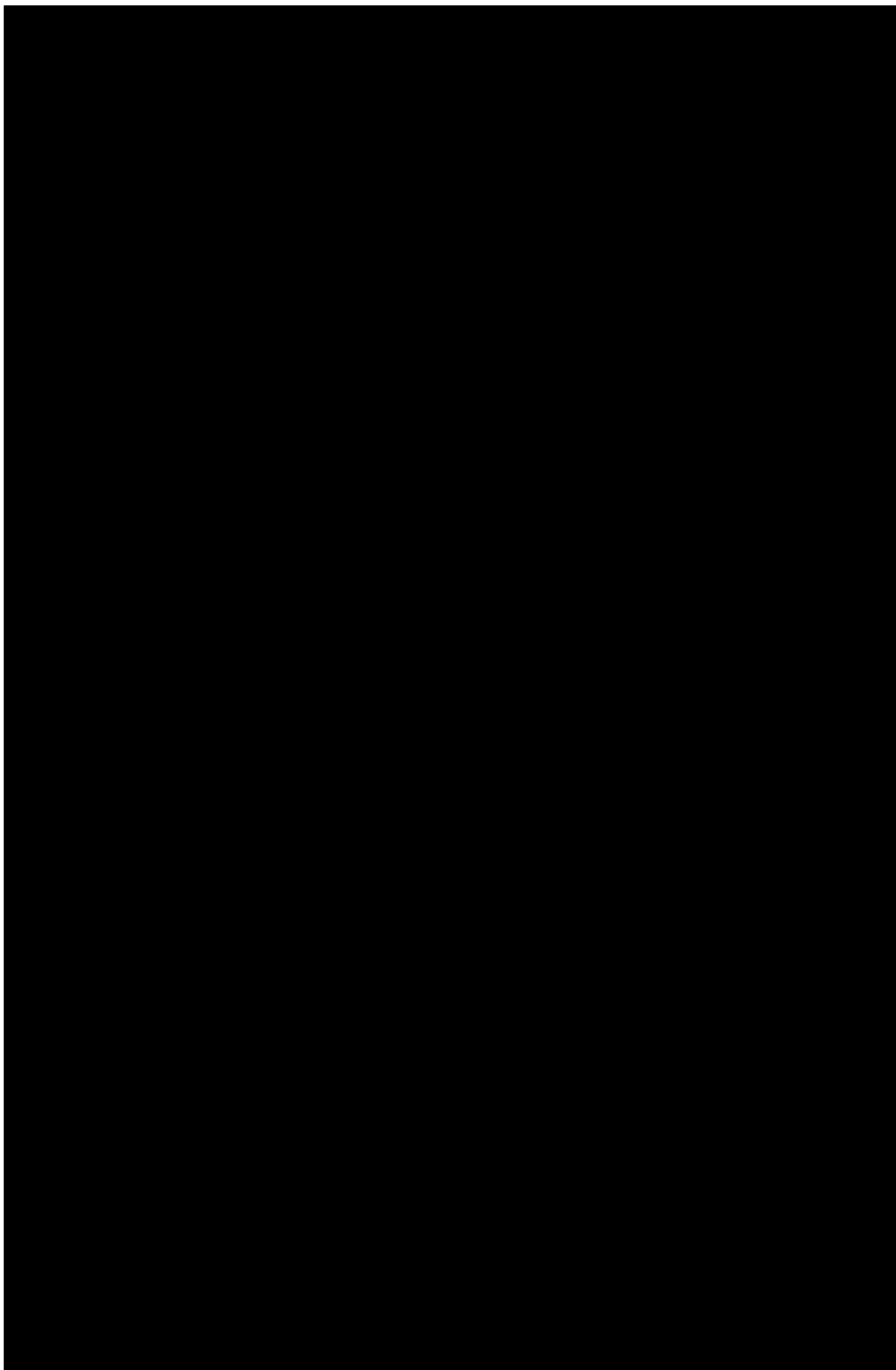


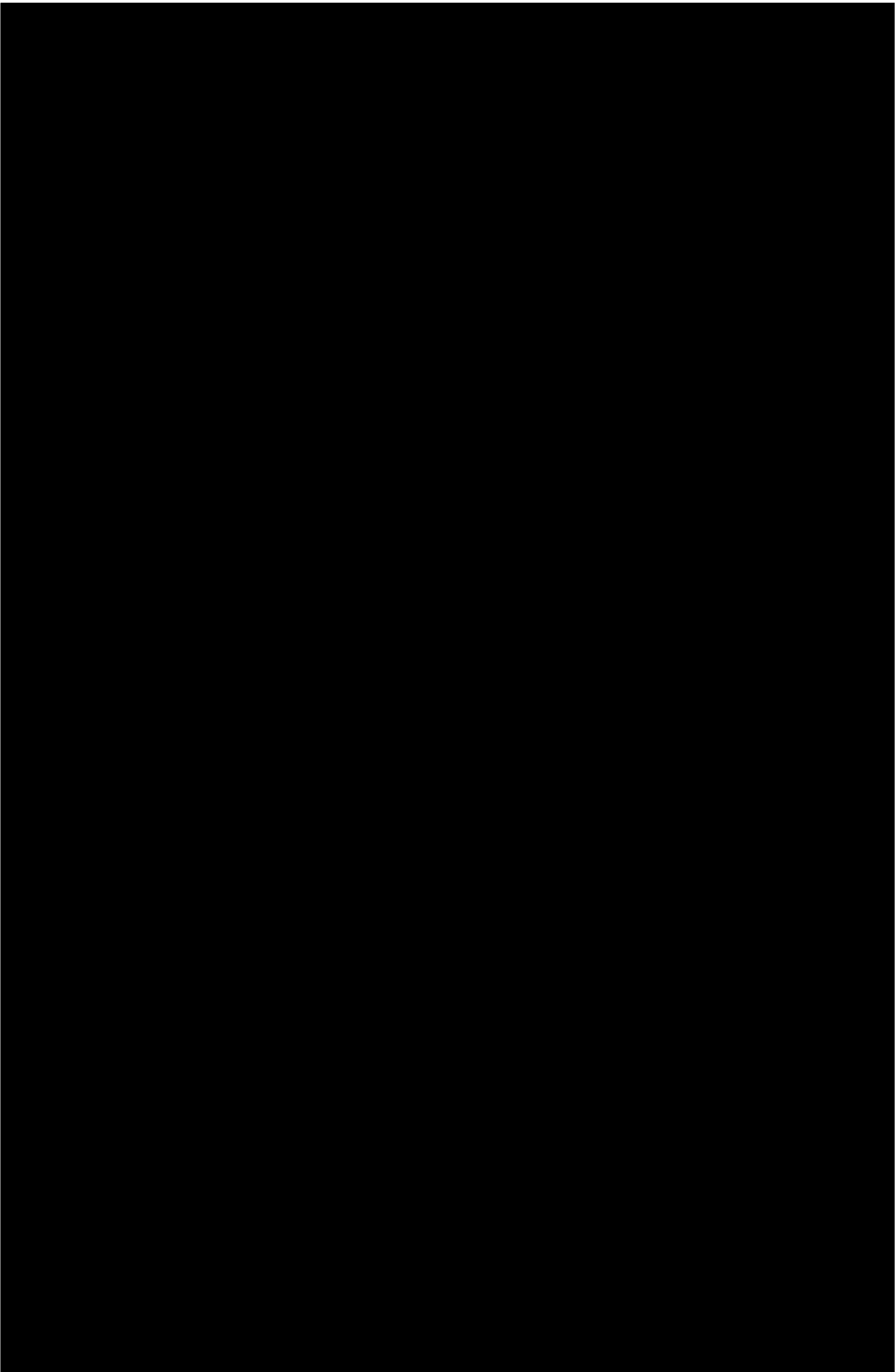




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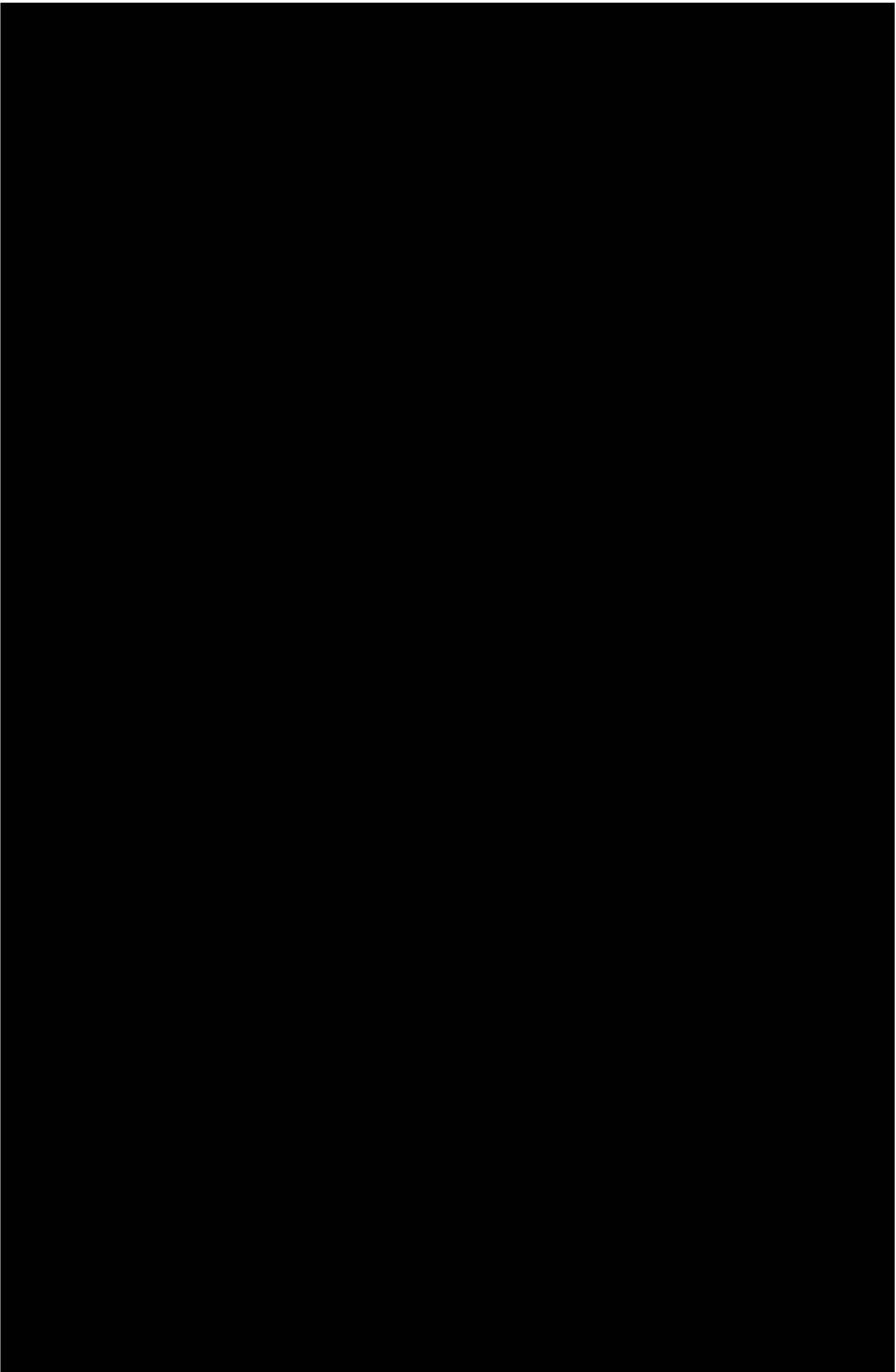
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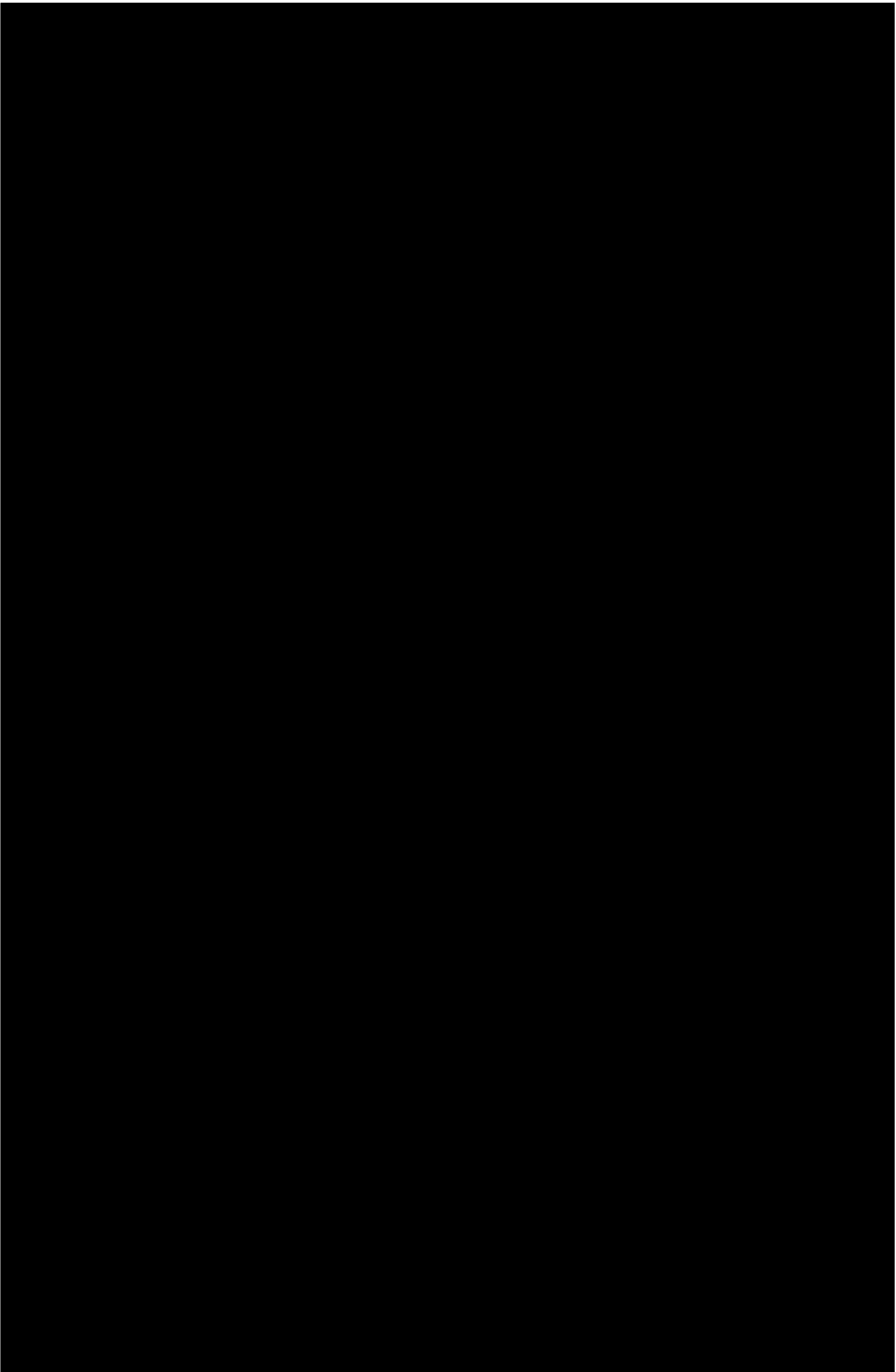
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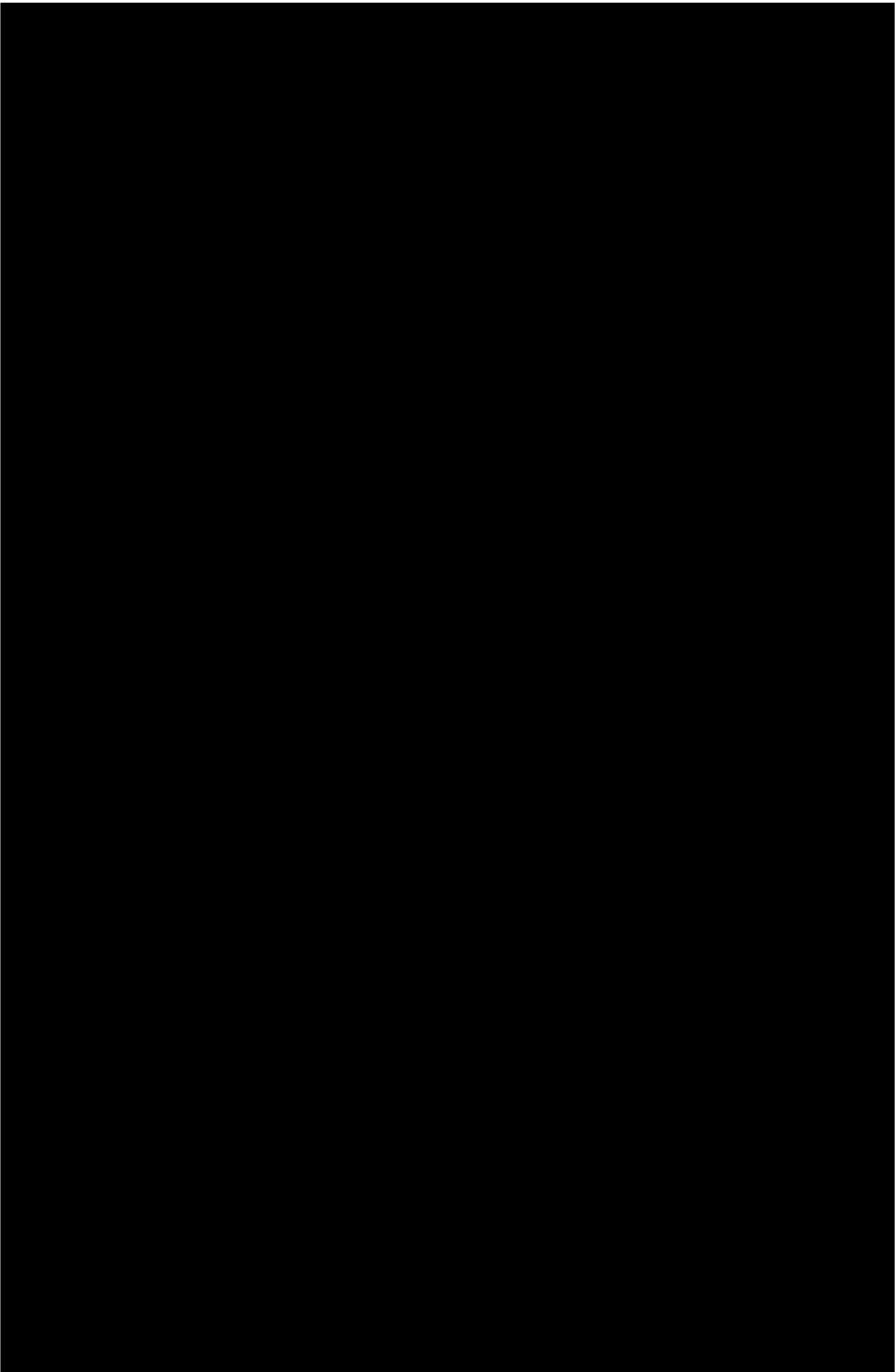


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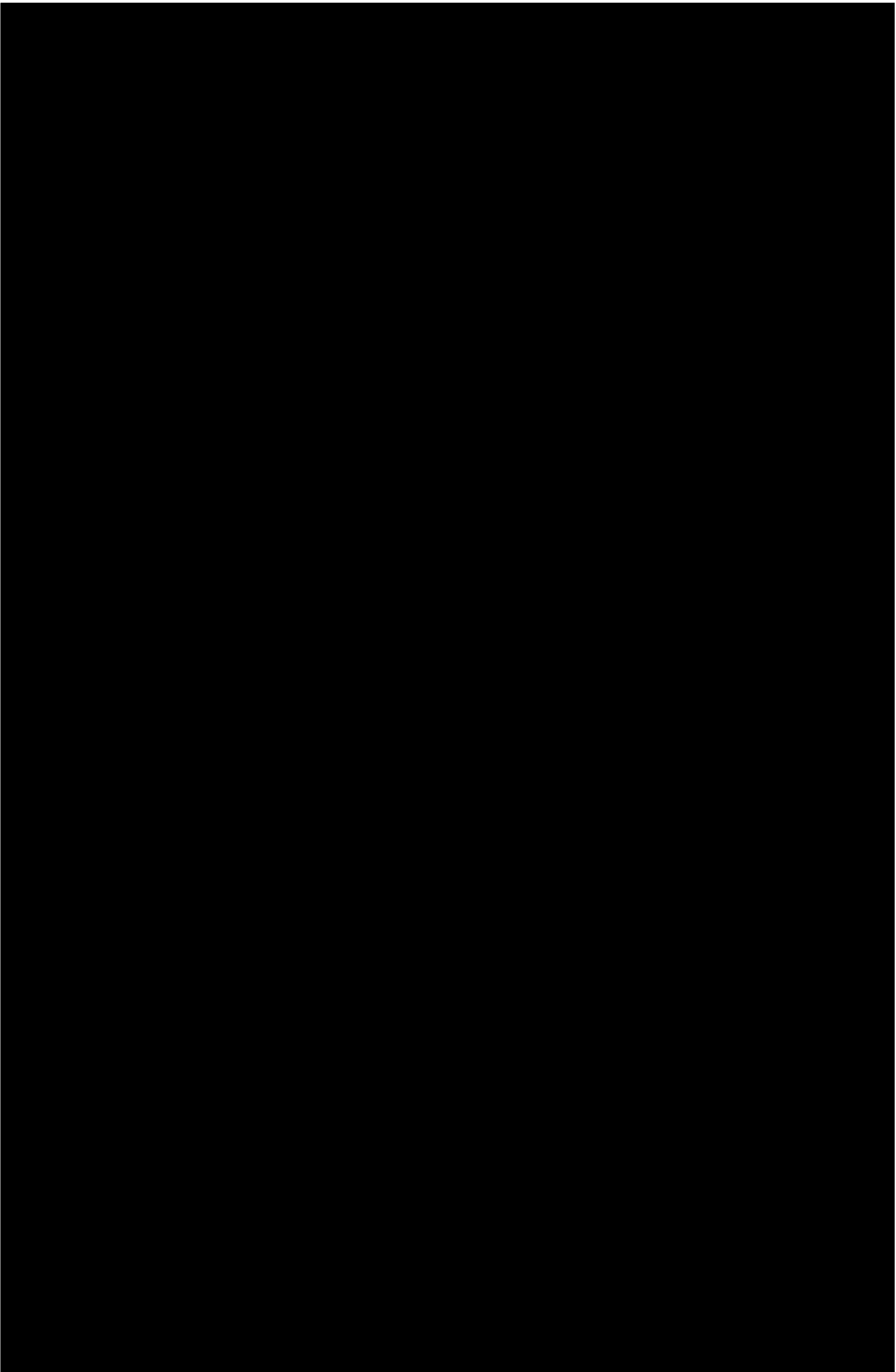






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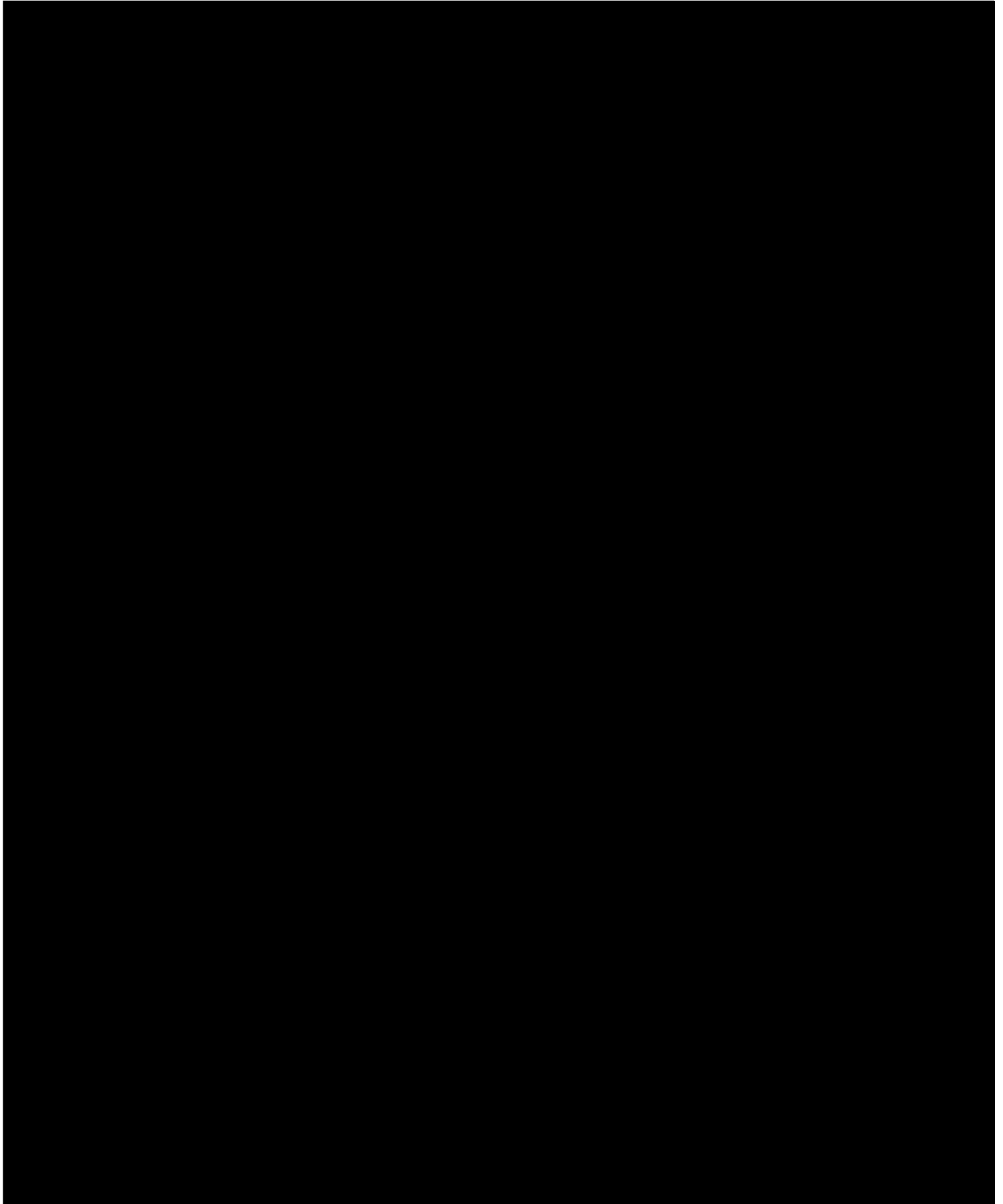
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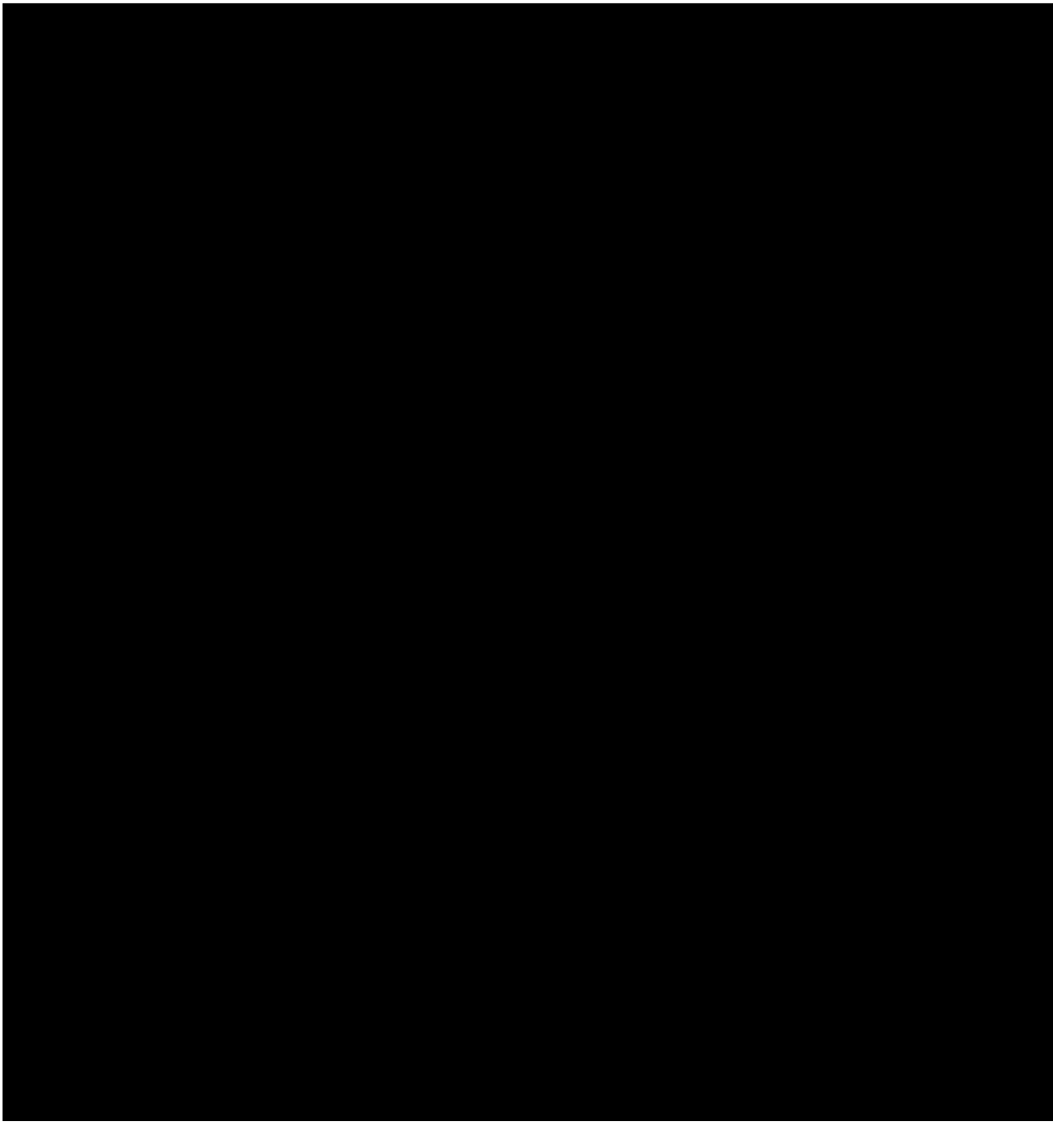
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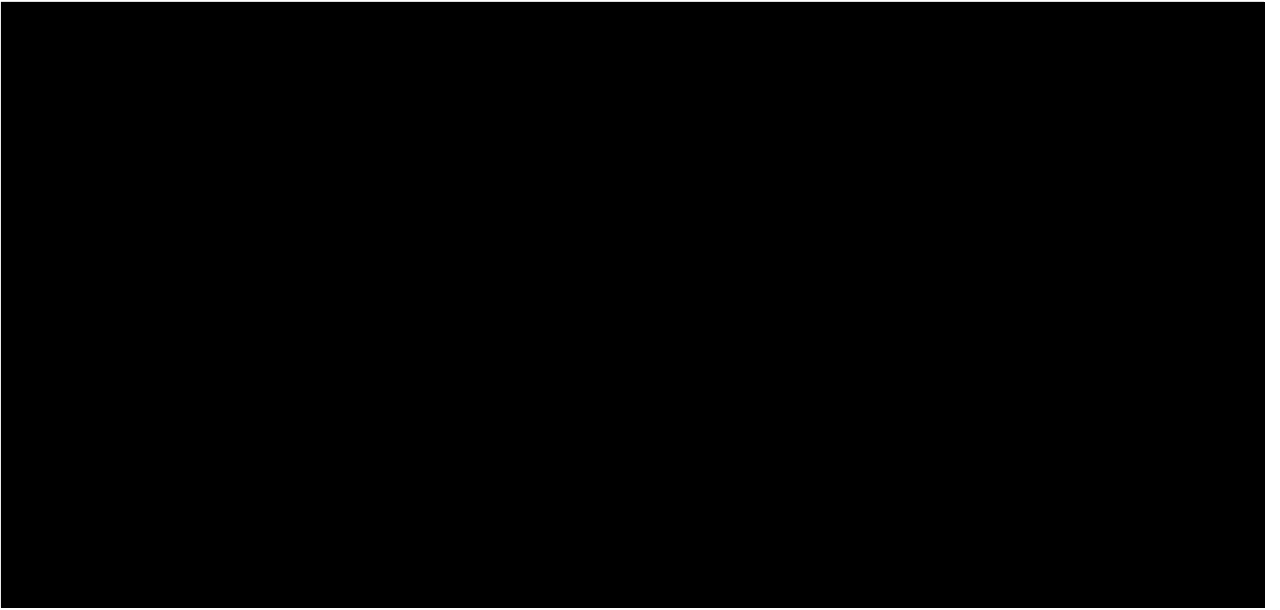
**SCHEDULE A25**

**Form of Collateral Warranty Deed Poll**

(Clauses 1.1 and 3.16)







**SCHEDULE A26****Special Events**

(Clauses 1.1 and 3.18)

Expected Month / Event	Location
<b>JANUARY</b>	
Australia Day	Sydney
<b>FEBRUARY</b>	
Chinese New Year Festival	Sydney, Campsie
Korean town Lunar New Year Festival	Sydney
<b>MARCH</b>	
Mardi Gras Parade	Sydney
St. Patrick's Day	Sydney
Ramadan Night Markets	Lakemba
<b>APRIL</b>	
ANZAC Day	Sydney
<b>MAY</b>	
May Day March	Sydney CBD
SMH Half Marathon	Sydney CBD
Vivid Festival	Sydney CBD
<b>JULY</b>	
Sydney Harbour 10km Run	Sydney CBD
Bankstown Bites	Bankstown
<b>AUGUST</b>	
City To Surf	Sydney to Bondi
<b>SEPTEMBER</b>	
Sydney Running Festival (Marathon)	Nth Syd-Barangaroo-Randwick-Haberfield-SOH
<b>OCTOBER</b>	
Marrickville Music Festival	Marrickville
<b>DECEMBER</b>	
Christmas Village Market	Bankstown
Sydney to Hobart Yacht Race	Sydney Harbour
NYE celebrations	Sydney

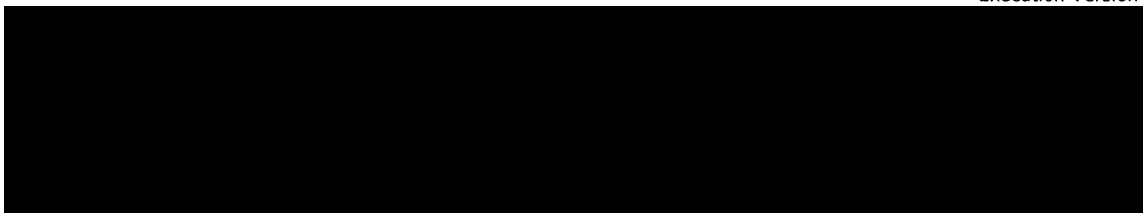
**SCHEDULE A27**

**Rely Upon Information**

(Clauses 1.1 and 8.16A)







## **PART B – ADMINISTRATIVE**

**SCHEDULE B1****SWM3 Contractor's Design Certificate – Design Stages 1 & 2**

(Clause 11.5(a))

To: The Principal's Representative

From: [Insert name of SWM3 Contractor] (ABN [ ]) )

This certificate is given in accordance with the "Sydney Metro City & Southwest Southwest Metro Conversion and Station Works (SWM3) Incentivised Target Cost Contract" (Contract No: SMC-24-1199) dated [ ] (**SWM3 Contract**). Words defined in the SWM3 Contract have the same meaning in this certificate.

In accordance with the terms of clause 11.5(a) of the SWM3 Contract, the SWM3 Contractor certifies that the attached Design Documentation complies with all requirements of the SWM3 Contract, including the SWTC.

Signed for and on behalf of the SWM3 Contractor by:

Signature:	
Name:	
Position:	
Date:	

**SCHEDULE B2****SWM3 Contractor's and Subcontractor's Design Certificate – Design Stage 3**

(Clause 11.5(b))

To: The Principal's Representative

From: [Insert name of SWM3 Contractor] (ABN [                      ])

[Insert name of Subcontractor] (ABN [                      ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Metro Conversion and Station Works (SWM3) Incentivised Target Cost Contract" (Contract No: SMC-24-1199) dated [    ] (**SWM3 Contract**). Words defined in the SWM3 Contract have the same meaning in this certificate.

**This section to be completed by SWM3 Contractor:**

In accordance with the terms of clause 11.5(b)(i) of the SWM3 Contract, the SWM3 Contractor certifies that the attached Design Documentation:

- (a) complies with all requirements of the SWM3 Contract, including the SWTC; and
- (b) is suitable for construction.

Signed for and on behalf of the SWM3 Contractor by:

Signature:	
Name:	
Position:	
Date:	

**This section to be completed by the relevant Subcontractor. When there is more than one relevant Subcontractor, this section must be replicated and signed by each relevant Subcontractor:**

In accordance with the terms of clause 11.5(b)(ii) of the SWM3 Contract, the Subcontractor certifies that the attached Design Documentation complies with all requirements of the SWM3 Contract, including the SWTC, to the extent those requirements are relevant to the Subcontractor's scope of work.

Signed for and on behalf of the Subcontractor by:

Signature:	
Name:	
Position:	
Date:	

**SCHEDULE B3**

**SWM3 Contractor's Certificate of Completion**

(Clause 18.4(a))

[The Principal's Representative / The Independent Certifier]

From: [ ] (ABN [ ]) (**SWM3 Contractor**)

This certificate is given in accordance with the "Sydney Metro City & Southwest Southwest Metro Conversion and Station Works (SWM3) Incentivised Target Cost Contract" (Contract No: SMC-24-1199) dated [ ] (**SWM3 Contract**). Words defined in the SWM3 Contract have the same meaning in this certificate.

In accordance with the terms of clause 18.4(a) of the SWM3 Contract, we hereby certify that Completion of Portion [ ] has been achieved by the SWM3 Contractor on [ ] in accordance with the terms of the SWM3 Contract.

.....

Signed for and on behalf of  
[insert name of the SWM3 Contractor]

# **SCHEDULE B4**

## **SWM3 Contractor's Certificate – Construction Completion**

(Clauses 1.1 and 18.2(e))

To: [The Principal's Representative / The Independent Certifier]

From: [ ] (ABN [ ]) (**SWM3 Contractor**)

This certificate is given in accordance with the "Sydney Metro City & Southwest Southwest Metro Conversion and Station Works (SWM3) Incentivised Target Cost Contract" (Contract No: SMC-24-1199) dated [ ] (**SWM3 Contract**). Words defined in the SWM3 Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 18.2(e) of the SWM3 Contract, we hereby certify that Construction Completion of Portion [ ] has been achieved by the SWM3 Contractor on [ ] in accordance with the terms of the SWM3 Contract.

.....

Signed for and on behalf of  
[insert name of the SWM3 Contractor]

**SCHEDULE B5****Form of Statutory Declaration**

(Clause 15.4(a)(iii)(A))

<b>Statutory Declaration</b>	<i>Oaths Act (NSW) Ninth Schedule</i>
I,.....	<i>insert full name of Declarant</i>
of.....	<i>insert address</i>
do solemnly and sincerely declare that:	
1. I am the representative of:	
.....	<i>insert name of Contractor, and ACN if applicable</i>
<b>(the Contractor)</b>	
in the Office Bearer capacity of:	
.....	<i>insert position title of Declarant</i>
2. The Contractor has a contract with the [.....]:	
.....	<i>insert name of Contract</i>
..... <b>(the Contract)</b>	
3. I personally know the facts which I have set out in this declaration.	
4. All employees who have at any time been engaged by the Contractor for work done under the Contract:	
a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and	
b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,	
with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:	
Employee:	<i>insert names and addresses of the unpaid employees, the amounts unpaid, and whether in respect of wages,</i>
Amount unpaid or not accrued:	
.....	
.....	
.....	



Subcontractor: Amount unpaid:

insert details of  
any non-  
compliances

5A Where the Contractor holds any retention money from a Subcontractor, the Contractor has complied with all requirements under the Building and Construction Industry Security of Payment Regulation 2020 (NSW), with the exception of the items listed below:

7. *The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.*

(a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and

(a1) *that all their subcontractors, as at the date of the making of such a declaration, have been paid in accordance with the relevant subcontracts and any applicable industrial*

*instruments (as defined in the Industrial Relations Act 1996 (NSW)); and*

*(b) that all their employees, as at the date of the making of such a declaration:*

*i) have been paid all remuneration and benefits due and payable to them by; or*

*ii) had accrued to their account all benefits to which they are entitled from;*

*the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any work under the Contract, and*

*(c) of details of any amounts due and payable or benefits due to be received or accrued described in 8(a1) and 8(b) above which have not been paid, received or accrued,*

*except for the following subcontractors to the Contractor who have failed to provide such a declaration:*

*Subcontractor:*

*Due amount unpaid:*

.....  
 .....  
 .....  
 .....  
 .....

9. *Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:*

*Employee, subcontractor or supplier:*

*Amount unpaid or not accrued:*

.....  
 .....  
 .....  
 .....

10. *In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.*

11. *Attached to and forming part of this declaration, as Annexure B, is a Subcontractor's Statement given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Payroll Tax Act 2007 and Industrial Relations Act 1996) which is a written statement:*

*(a) under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;*

*(b) under Schedule 2 of Part 5 of the Payroll Tax Act 2007 in the form and providing the detail required by that legislation; and*

*insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this claim*

*insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them.*

<p>(c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.</p> <p>12. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.</p> <p>13. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:</p> <p>(a) given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987, the Payroll Tax Act 2007 and the Industrial Relations Act 1996 (<b>Acts</b>); and</p> <p>(b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.</p> <p>14. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.</p>	
<p>I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.</p> <p>Declared at ..... on .....          (place) (day) (month) (year)</p> <p>.....          (Signature of Declarant)</p> <p>Before me:</p> <p>.....          (Signature of person before whom the declaration is made)</p> <p>.....          (Name of the person before whom the declaration is made)</p> <p>.....          (Title* of the person before whom the declaration is made)</p>	
<p>And as a witness, I certify the following matters concerning the person who made this declaration (<b>declarant</b>):</p> <p>[*strike out the text that does not apply]</p> <p>1. *I saw the face of the declarant.          OR          *I did not see the face of the declarant because the declarant was wearing a face covering, but I am satisfied that the declarant had a special justification for not removing the covering.</p> <p>2. *I have known the declarant for at least 12 months.          OR          *I confirmed the declarant's identity using the following identification document:</p> <p>.....          Identification document relied on          (may be original or certified copy)</p>	

\_\_\_\_\_  
*Signature of person before whom the declaration is made*

*Before me:*

.....  
*(Signature of person before whom the declaration is made)*

.....  
*(Name of the person before whom the declaration is made)*

.....  
*(Title\* of the person before whom the declaration is made)*

*\* The declaration must be made before one of the following persons:*

*- where the declaration is sworn within the State of New South Wales:*

- (i) a justice of the peace of the State of New South Wales;*
- (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or*
- (iii) a notary public.*

*- where the declaration is sworn in a place outside the State of New South Wales:*

- (i) a notary public; or*
- (ii) any person having authority to administer an oath in that place.*

**ANNEXURE A****Supporting statement by head contractor regarding payment to subcontractors**

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this statement, the terms "principal", "head contractor", "subcontractor", and "construction contract" have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act 1999* (NSW).

Head contractor: [*business name of head contractor*]

ABN: [*ABN*]

\* 1. Has entered into a contract with: [*business name of subcontractor*]

ABN: [*ABN*]

Contract number/identifier: [*contract number/identifier*]

OR

\* 2. Has entered into a contract with the subcontractors listed in the attachment to this statement.

\* [*Delete whichever of the above does not apply*]

This statement applies for work between [*start date*] and [*end date*] inclusive (the construction work concerned), subject of the payment claim dated [*date*].

I, [*full name*], being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors have been paid (not including any amount identified in the attachment as an amount in dispute).

Signature: .....

Date: .....

Full name: .....

Position/Title: .....

## Attachment

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number / identifier	Date of works (period)	Date of payment claim (head contractor claim)

Schedule of subcontractors for which an amount is in dispute and has not been paid				
Subcontractor	ABN	Contract number / identifier	Date of works (period)	Date of payment claim (head contractor claim)

**ANNEXURE B****Subcontractor's Statement****REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION****(Note 1 – see back of form)**

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s 175B *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW), and s 127 *Industrial Relations Act 1996* (NSW) where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

***SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.***

Subcontractor: ..... ABN: .....  
(Business name)

of  
.....  
(Address of subcontractor)

has entered into a contract with .....  
ABN: .....  
(Business name of principal contractor) (Note 2)

Contract number/identifier ..... (Note 3)

This Statement applies for work between: ...../...../..... and ...../...../..... inclusive, (Note 4)

subject of the payment claim dated: ...../...../..... (Note 5)

I, ..... a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [ ] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [ ] and only complete (f) and (g) below. You must tick one box. (Note 6)
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated ...../...../.....(Note 7)
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)
- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007* (NSW), the Subcontractor has paid all payroll tax due in respect of

employees who performed work under the contract, as required at the date of this Subcontractor's Statement. (Note 9)

- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. (Note 10)

Signature .....

Full name.....

Position/Title .....

Date ...../...../.....

*NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987 (NSW).*



### Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW) and section 127 of the *Industrial Relation Act 1996* (NSW). If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called the **subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of section 127 of the *Industrial Relations Act 1996* (NSW), a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* (NSW) defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the *Industrial Relations Act 1996* (NSW) states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

## Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

### Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996* (NSW), a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* (NSW) and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

### Further Information

For more information, visit the SafeWork website [www.safework.nsw.gov.au](http://www.safework.nsw.gov.au), Office of State Revenue website [www.osr.nsw.gov.au](http://www.osr.nsw.gov.au), or Office of Industrial Relations, Department of Commerce website [www.commerce.nsw.gov.au](http://www.commerce.nsw.gov.au). Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

**SCHEDULE B6****Property Owner's Certificate**

(Clauses 1.1, 8.3(a) and 8.5(a))

**THIS DEED POLL** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20

**To:** **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**)

**By:** **[Insert]**

**Property Address:** **[Insert]**

1. [I/We] confirm that the following works has been carried out and completed on my/our property to [my/our] satisfaction:

**[Insert description of works on property and property]**

2. [I/We] confirm that our land has been rehabilitated and all damage and degradation on it repaired.
3. [I/We] release the Principal from all claims and actions which [I/we] may have arising out of or in connection with the works referred to in paragraph 1.
4. This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.

**EXECUTED** as a deed poll.

**[Note: Correct execution block to be inserted prior to execution.]**

**EXECUTED** by **[insert name]** ABN **[insert ABN]** by or in the presence of:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of secretary/other director

\_\_\_\_\_  
Name of director in full

\_\_\_\_\_  
Name of secretary/other director in full

**EXECUTED** by **[NAME OF PARTY]:**

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

## SCHEDULE B7

### Form of Confidentiality Undertaking

(Clauses 1.1, 13.7(c)(iii) and 25.10(c)(i))

To: [Insert]

We [Insert name and ABN] of [Insert] the engaged [Designer/Supplier/Contractor/Subcontractor] body, undertake to treat as confidential all information received/generated from Sydney Metro (ABN 12 354 063 515) (**Principal**) in respect of work performed by the Principal.

The Designer/Supplier/Contractor/Subcontractor hereby undertakes:

- (a) to disclose information to its employees only on a need-to-know basis;
- (b) not to disclose information to any other person without first obtaining the written consent of the Principal; and
- (c) to ensure that its employees to whom information is disclosed will comply with (a) and (b) above.

This undertaking will not apply to information about the Principal which is in the public domain (except where the availability of the information in the public domain is due to any unauthorised disclosure by the [Designer/Supplier/Contractor/Subcontractor], its employees or agents) or which was already known to the [Designer/Supplier/Contractor/Subcontractor].

Any breach of this undertaking by the [Designer/Supplier/Contractor/Subcontractor]'s employee or agent will constitute a breach of this undertaking by the [Designer/Supplier/Contractor/Subcontractor] and at the direction of the Principal the [Designer/Supplier/Contractor/Subcontractor] must institute proceedings or do whatever the Principal regards as reasonable to prevent or contain the breach.

The [Designer/Supplier/Contractor/Subcontractor] undertakes that on request from the Principal it will forthwith return to the Principal all originals and copies of the confidential information, however embodied, supplied by the Principal and destroy all documents containing or prepared using any confidential information however embodied.

The [Designer/Supplier/Contractor/Subcontractor] also undertakes to declare to the Principal any conflict of interests that exists or arises during the course of its engagement which may impinge on the objectivity or probity of the work performed. Such declarations are to be made as soon as the conflict of interests issues arises.

This undertaking will remain in force until each part of the confidential information is released by the Principal into the public domain.

Dated: *[Insert]*

**EXECUTED** by **[NAME OF PARTY]**:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

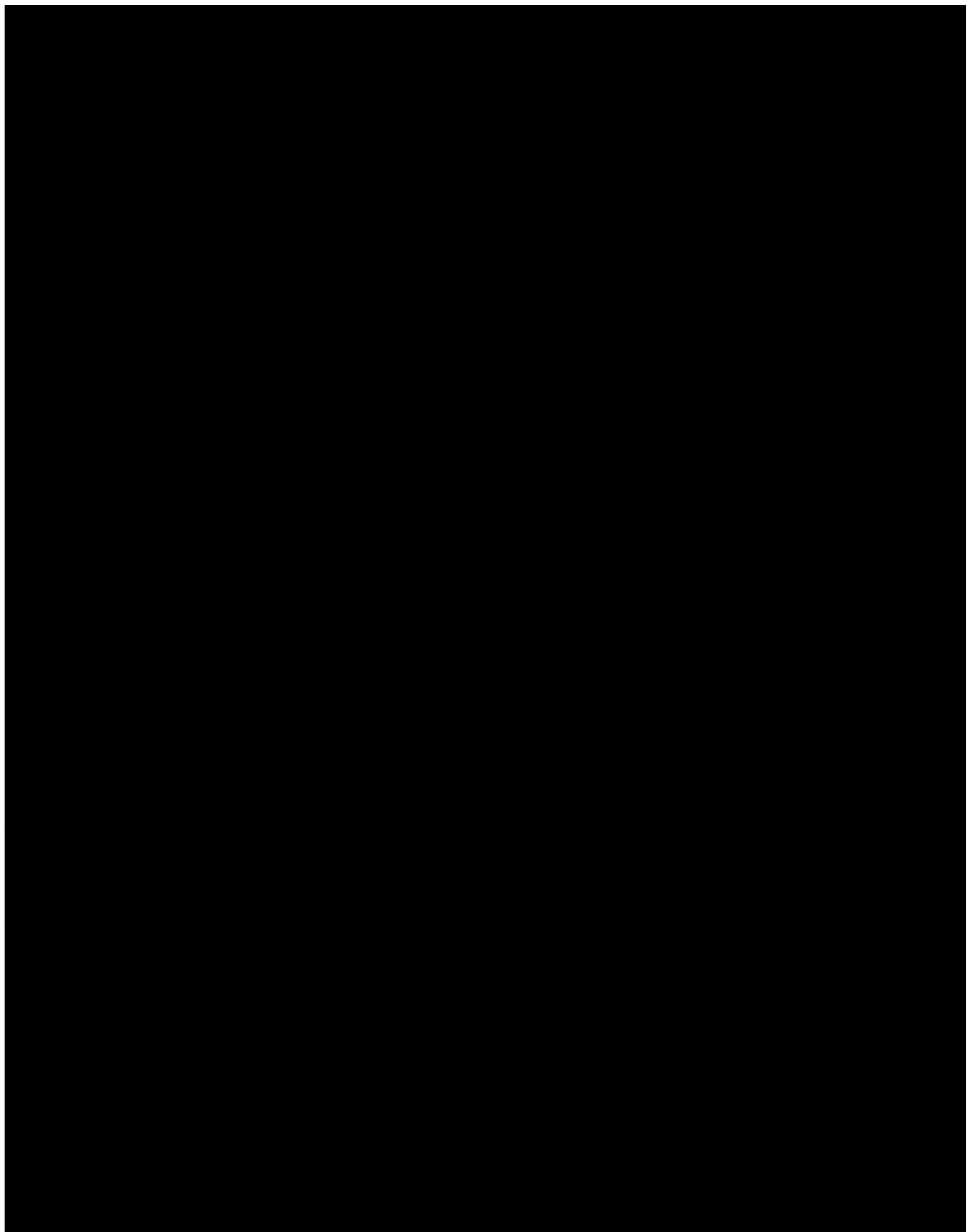
\_\_\_\_\_  
Name

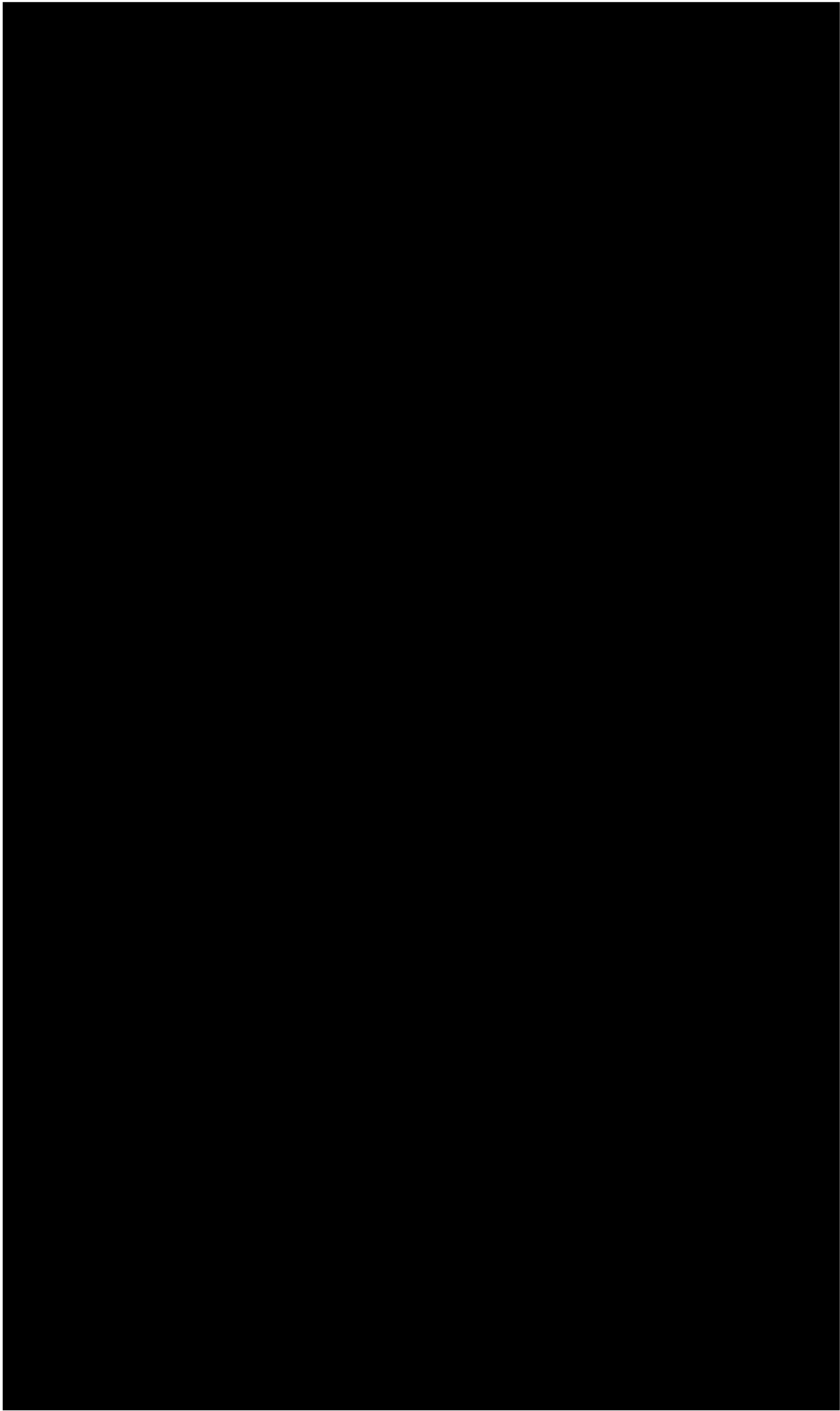
\_\_\_\_\_  
Name

**SCHEDULE B8**

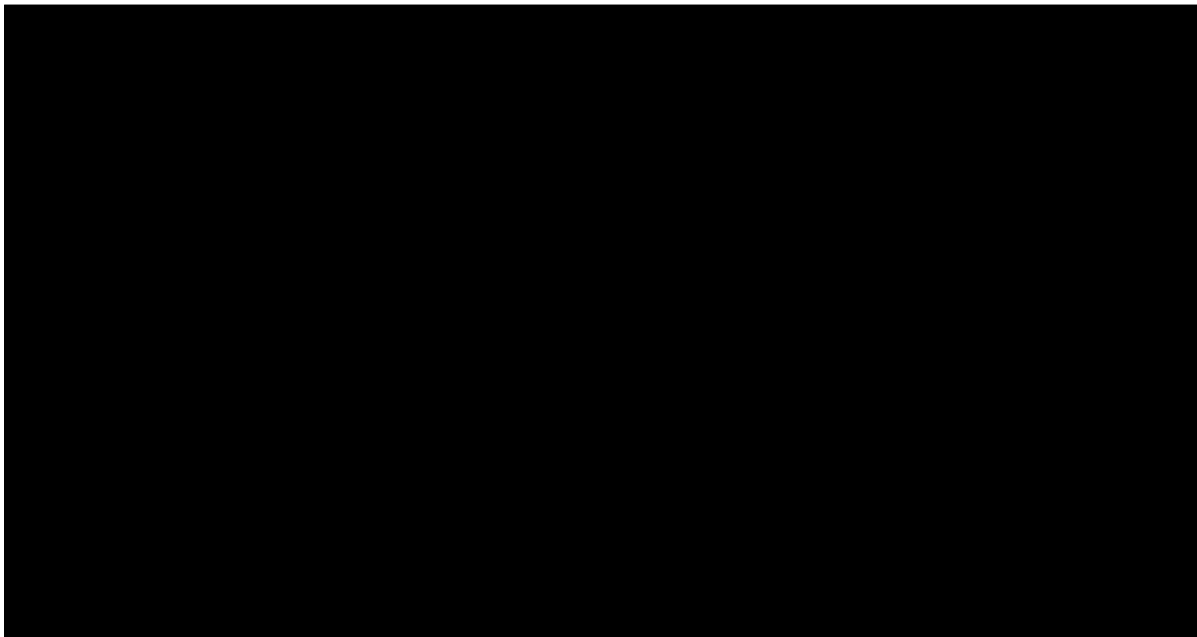
**IC Letter of Intent**

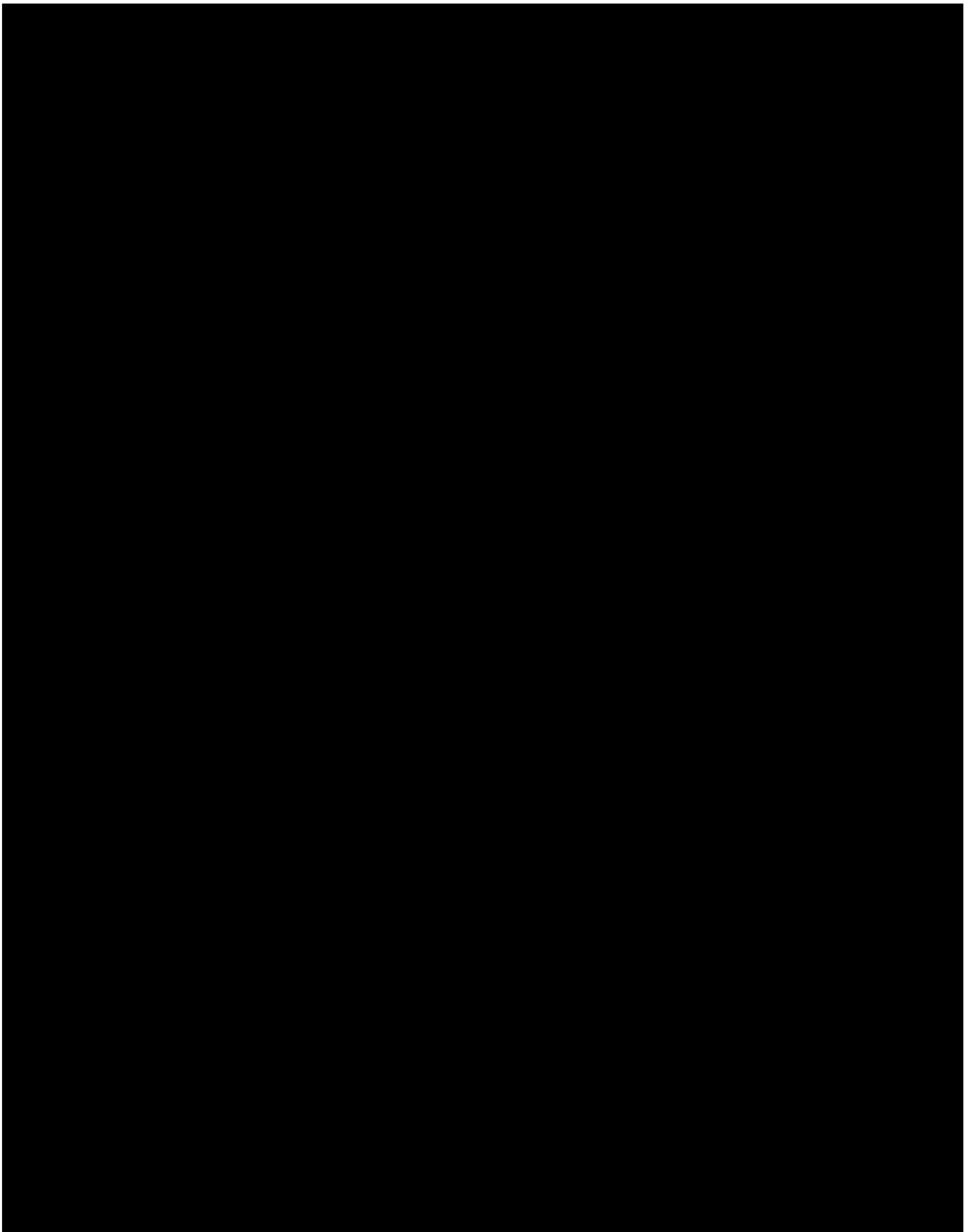
(Clauses 1.1, 15.9, 22.14(a) and 22.14(b))

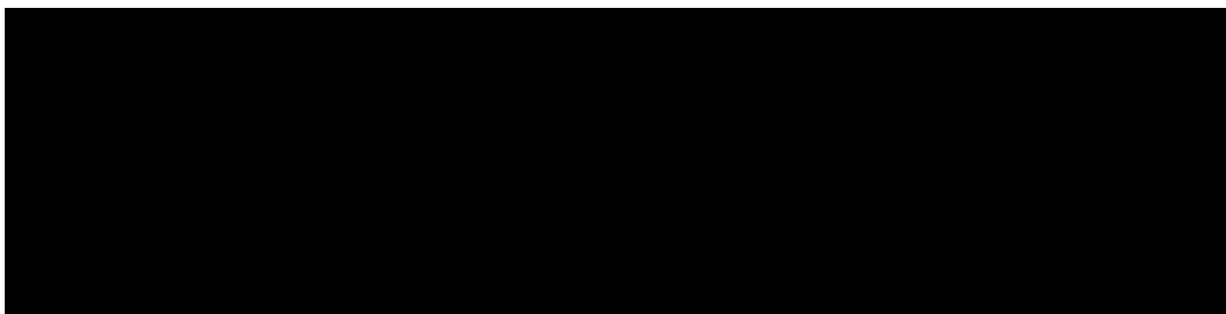
































































































































































































## SCHEDULE B9

### Independent Certifier's Form of Design Certification

(Clauses 1.1 and 11.7(d)(ii)(B)(bb))

To: The Principal's Representative / The SWM3 Contractor / the Operator

From: [ ] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Southwest Metro Conversion and Station Works (SWM3) Incentivised Target Cost Contract" (Contract No: SMC-24-1199) dated [ ] (**SWM3 Contract**). Words defined in the SWM3 Contract have the same meaning in this certificate.

In accordance with the terms of clause 11.7(d)(ii)(B)(bb) of the SWM3 Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, the attached Design Documentation complies with all the requirements of the SWM3 Contract (including the SWTC) except for the Minor Non-Compliances identified in the attached list.

.....

Signed for and on behalf of

[insert name of Independent Certifier]

**ATTACHMENT A****List of Minor Non-Compliances**

No.	Minor Non-Compliance	Recommended action to be taken by the SWM3 Contractor to address Minor Non-Compliance



**Attachment – List of Minor Defects, Agreed Defects and Accepted Defects**

No. Minor Defects	
No. Agreed Defects	
No. Accepted Defects	





## **SCHEDULE B12**

### **Milestone Achievement**

(Clauses 1.1, 19.2(d) and 19.2(e)(i))

#### **Part 1 – SWM3 Contractor's Certificate – Milestone Achievement**

[The Principal's Representative / The Independent Certifier]

From: [ ] (ABN [ ]) (**SWM3 Contractor**)

This certificate is given in accordance with the "Sydney Metro City & Southwest Southwest Metro Conversion and Station Works (SWM3) Incentivised Target Cost Contract" (Contract No: SMC-24-1199) dated [ ] (**SWM3 Contract**). Words defined in the SWM3 Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 19.2(d) of the SWM3 Contract, we hereby certify that Milestone Achievement [ ] has been achieved by the SWM3 Contractor on [ ] in accordance with the terms of the SWM3 Contract.

.....

Signed for and on behalf of  
[insert name of the SWM3 Contractor]

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**SCHEDULE B13**

**Independent Certifier's Certificate – Asset Management Information (AMI)**

(Clause 9.14(c)(ii))

To: [The Principal's Representative / the SWM3 Contractor / the Operator]

From: [insert name of Independent Certifier] (ABN [insert])

This certificate is given in accordance with the "Sydney Metro City & Southwest Southwest Metro Conversion and Station Works (SWM3) Incentivised Target Cost Contract" (Contract No: SMC-24-1199) dated [ ] (**SWM3 Contract**). Words defined in the SWM3 Contract have the same meaning in this certificate.

In accordance with the terms of clause 9.14(c)(ii) of the SWM3 Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed:

- (a) the final set of the Asset Management Information complies with the requirements of the SWM3 Contract, including the SWTC; and
- (b) the SWM3 Contractor has addressed all issues of review, comment and consultation with the Independent Certifier and the Principal in respect of the Asset Management Information.

.....

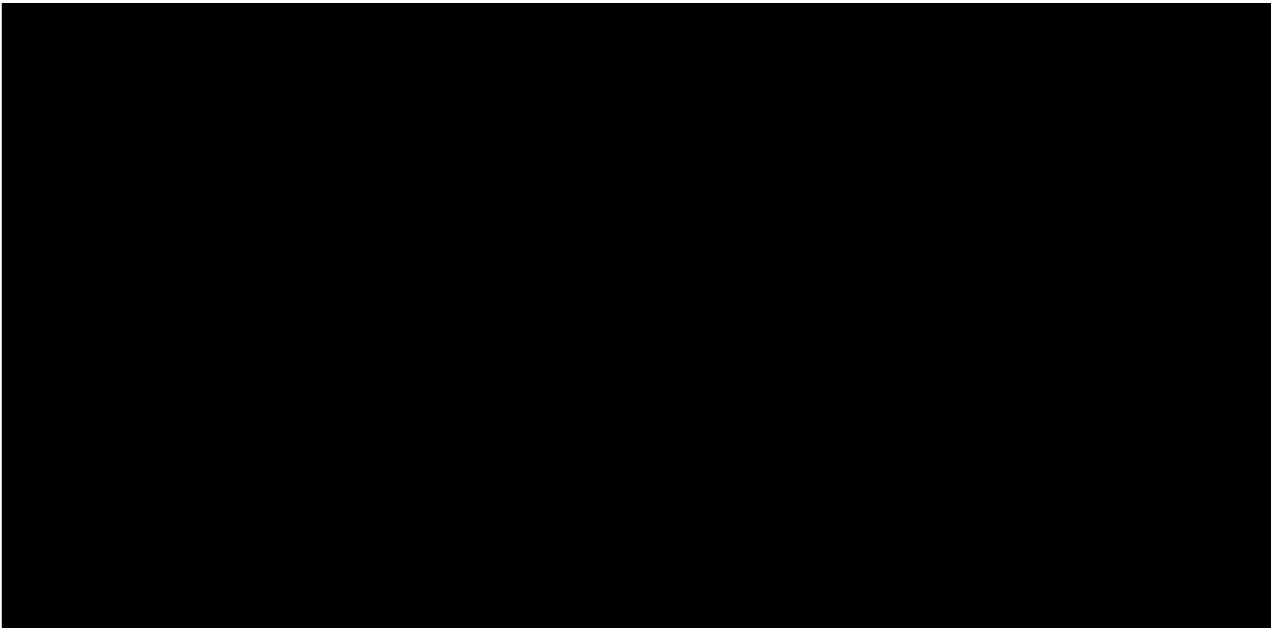
Signed for and on behalf of  
[insert name of Independent Certifier]

## **PART C – TECHNICAL**

**SCHEDULE C1**

**SWTC**

(Clause 1.1)



## **SCHEDULE C2**

### **Preliminaries**

(Clause 1.1, 4.2 and 16.13)

The Preliminaries are the following activities and works to be performed by the SWM3 Contractor other than as part of the Reimbursable Work, Provisional Sum Work and Design Work up to and including the date that is one month after the Date of Construction Completion of the last Portion to achieve Construction Completion:

- (a) providing the SWM3 Contractor's project management team and other supervisory and on-site management personnel and associated support staff in respect of site supervision, administration (including personnel to administer, supervise, inspect, coordinate and control the Subcontractors), testing and commissioning, integration management, interface management, operational readiness and support staff, including:
  - (i) wages and salaries (including all applicable taxes);
  - (ii) staff recruitment and relocation costs;
  - (iii) all travel costs, including staff travel costs as well as suitable site vehicles (including running and maintenance costs);
  - (iv) accommodation and meal allowances;
  - (v) communication devices (for example, radios and mobile phones); and
  - (vi) WHS and site inductions, training and personal protective equipment;
- (b) providing corporate computer systems, software and support, suitable information technology, document control, stationery and office supplies, administrative systems, communications systems (including faxes, phones, radios and walkie talkies (or similar)), and other Site consumables for use by the SWM3 Contractor's personnel, Principal's personnel and the Independent Certifier;
- (c) provision, connection and maintenance of site offices, meeting rooms and other accommodation (including any necessary equipment, photocopiers, furniture, lighting, heating and the like) for use by the SWM3 Contractor's personnel including connection to services and associated ongoing running costs such as power phone, data and water;
- (d) establishing on-Site and providing site amenities, toilets, lunch rooms, crib rooms, water bubblers, and washing facilities for use by the SWM3 Contractor's personnel, Principal's personnel and the Independent Certifier;
- (e) development of the layout of the site facilities;
- (f) providing site amenities for Subcontractors;
- (g) security, maintenance and cleaning of all site amenities;
- (h) ensuring that the Site is run in a clean, proper and efficient manner:
  - (i) having due regard to the occupation of premises adjacent to or near to the Site; and
  - (ii) so as to ensure that the working areas are kept clean during the progress of the SWM3 Contractor's Activities and that debris / waste is removed from the Site as it

arises and at Construction Completion of the last Portion to reach Construction Completion;

- (i) providing first aid facilities for use by all SWM3 Contractor's personnel, the Principal's personnel and the Independent Certifier;
- (j) provision of safety and quality services (including provision for external quality and safety audits);
- (k) preparation and updating of management plans;
- (l) provision for public communications and community consultation, including alternative accommodation and respite;
- (m) project related statutory fees and charges including, those referred to in the definition of Authority Approvals;
- (n) carrying out all inductions for all personnel and attendance by the SWM3 Contractor's personnel at Sydney Trains, NSW Trains or Other Contractors' inductions, as required to complete the SWM3 Contractor's Activities;
- (o) setting out the SWM3 Works, including provision of all surveying staff and equipment;
- (p) management of the site investigations;
- (q) interfacing with Interface Contractors;
- (r) developing in conjunction with the Principal's Representative an overall construction methodology;
- (s) attending, preparing and presenting information, and chairing formal and informal briefings and meetings including keeping and distributing minutes of the meetings as required;
- (t) small tools, equipment and disposables necessary for the SWM3 Contractor to discharge its obligations under the SWTC;
- (u) carrying out the functions and tasks relating to design management, including:
  - (i) determining in conjunction with the Principal's Representative, the breakup of work into construction packages (including staging of the SWM3 Works);
  - (ii) documenting and managing requests for information (RFIs), ensuring RFIs are sent to the appropriate persons with the ability to correctly supply the information and ensuring the information requested is distributed correctly and in a timely manner;
  - (iii) ensuring the requirements of all relevant Authorities and utility service providers are complied with in the design;
  - (iv) completing a detailed cost estimate of the Design Documentation following each design review stage, ensuring the cost estimate satisfies the Target Cost for construction; and
  - (v) reviewing shop drawings and identifying Defects in the drawings and ensuring those Defects are corrected;
- (v) carrying out the functions and tasks relating to construction management, including:
  - (i) ensuring that all necessary Authority Approvals, certificates, licences, consents, permits and approvals required from relevant Authorities, utility companies and

- adjoining owners are obtained so building and other certificates, licences, consents, permits and approvals may be obtained in a timely manner;
- (ii) ensuring the requirements of all relevant Authorities and utility service providers are complied with during the construction of the Works and Temporary Works;
  - (iii) advising on the provision and layout of site facilities and site services and obtaining approval from the Principal's Representative to those site facilities and site services to be provided by the SWM3 Contractor;
  - (iv) coordinating and managing of Interface Works and access to worksites and the Site, including as described in Schedule D1;
  - (v) monitoring the performance of Subcontractors against the detailed Contractor's Program and Cost Plan to enable corrective action to be taken to minimise stoppages and delays;
  - (vi) ensuring that Subcontractors make good any damage caused by them to the SWM3 Works (including the work of other subcontractors) or to the Site or site facilities;
  - (vii) initiating a system of documentation and records for recording the performance of all Subcontractors;
  - (viii) developing in conjunction with the Principal's Representative an overall construction methodology;
  - (ix) managing the staging of the Works ensuring suitability and buildability with effective use of the Track Possessions within the project constraints including liaising with and submitting the plan for review by the Principal's Representative, the proposed staging being designed to maintain all rail and station services required to operate the services in a safe manner;
  - (x) carrying out progressive work inspections and tests including Authority and utility company inspections and tests;
  - (xi) securing the prompt remedying of all Defects by Subcontractors in accordance with their Subcontracts;
  - (xii) securing the prompt remedying of all Defects discovered following Completion of each Portion and during the Defects Correction Period;
  - (xiii) effecting and maintaining insurances (other than insurances required to be effected and maintained by the Principal in accordance with clause 20 of the SWM3 Contract) and allowances for insurance deductibles and excesses; and
  - (xiv) provision of security undertakings;
- (w) carrying out the functions and tasks relating to interface management, including:
- (i) coordinating and managing the Interface Works; and
  - (ii) coordinating and managing access to worksites and the Site for Interface Contractors, including as described in Schedule D1;
- (x) carrying out the functions and tasks relating to the role of principal contractor and in respect to fulfilling the Principal's obligations under the safety interface agreement;
- (y) protecting and safeguarding the Works, materials and plant against the effects of the weather and against damage, trespass or theft;



- (z) temporary screens, temporary fencing, hoardings, guard rails, barriers, gantries and the like together with any warning notices, night lighting and the like, in respect of fixed site compounds;
- (aa) development and implementation of training for the Operator's personnel as defined under Appendix F07 to the SWTC; and
- (ab) development of Operations and Maintenance (O&M) manuals as defined under Appendix F06 to the SWTC.

## **SCHEDULE C3**

### **Design Work**

(Clauses 1.1 and 4.3)

#### **1. Detailed Design**

The Designer must prepare and complete the design of the SWM3 Works and Temporary Works by preparing the Design Documentation so that the documents prepared by the Designer are suitable for construction and are fit for their intended purpose.

The Designer must undertake the following as part of the Design Work:

- (a) development of the management plans as outlined in Appendix F01 of the SWTC and in section 2.4 of Appendix F02 of the SWTC in consultation with the SWM3 Contractor. The Designer must undertake the design development in adherence to these developed plans;
- (b) preparation of designs for the SWM3 Works, including the development of "Approved for Construction" or "AFC" Design Documentation, in accordance with the SWTC;
- (c) development of design packages to support a construction plan that maximises the use of the planned track possession regime and time periods, including the long track closures (or closedowns);
- (d) responsibility for and coordinating the integration of the design developed by Interface Contractors;
- (e) ensuring that the design is compliant with the conditions of the Planning Approval and providing a compliance report;
- (f) obtaining authority approvals, including from Authorities, and building compliance certification;
- (g) provision of practical and cost-effective solutions to issues as part of the Design Work;
- (h) clear and timely identification of any concerns, conflicts or discrepancies which may potentially affect the design or Design Documentation;
- (i) ensuring and verifying that the SWM3 Works can be constructed within the Site;
- (j) preparation of design reports and compliance statements for each stage of the design;
- (k) participation in value management workshops, and identification and utilisation of opportunities for value engineering;
- (l) undertaking risk and safety management workshops as part of the design development;
- (m) progressive review of the design of the SWM3 Works to ensure that the SWM3 Works can be effectively maintained;
- (n) reviewing constructability issues, including review of construction methods and material selection, during the design development;

- (o) ensuring that the design and related construction staging minimises the interference with the existing railway network and operators, and involves the minimum practicable (considering safety and reliability) number of dedicated rail track possessions and shared rail track possessions;
- (p) development of a surveillance plan;
- (q) resolution of non-compliances and seeking of waivers if appropriate;
- (r) responding to technical queries;
- (s) effective stakeholder consultation, including utilising stakeholders coordination/consultation meetings and other existing forums;
- (t) presentations to stakeholder(s) at each stage of each design package, in accordance with Appendix F01 of the SWTC;
- (u) addressing all stakeholder requirements in the design;
- (v) closing out comments received on submissions;
- (w) assisting in community liaison activities, including preparation of presentations;
- (x) development of safety assurance documentation in accordance with the SWTC, including updating and maintaining the project specific risk register;
- (y) updating system requirements compliance statements as part of the detailed design report;
- (z) preparation of tender documents and construction documents in accordance with the agreed delivery strategy; and
- (aa) monitoring and reviewing changes to AMB (as that term is defined in Appendix A01 of the SWTC) standards, including assessment of the impact on the design, whether there are safety issues and advising on implications for compliance.

## **2. Construction Technical Support**

The Designer must undertake the following tasks as part of the construction technical support services to enable the SWM3 Contractor to complete the SWM3 Contractor's Activities:

- (a) assist in the definition of contract packages and interfaces with construction;
- (b) provide technical input to the SWM3 Contractor on subcontractor tender lists, Subcontract Tender Documentation, subcontractor tender assessment, and variations to Approved Subcontract Agreements;
- (c) carry out regular inspections of the project on and off site to verify that the project complies with the design documents, including reviewing quality control records and attendance at hold and witness points;
- (d) review of Temporary Works designed by others;
- (e) provide specialist advice during construction and assist with the realisation of the design through the construction process, including monitoring and review of the SWM3 Contractor's (including subcontractors') deliverables;

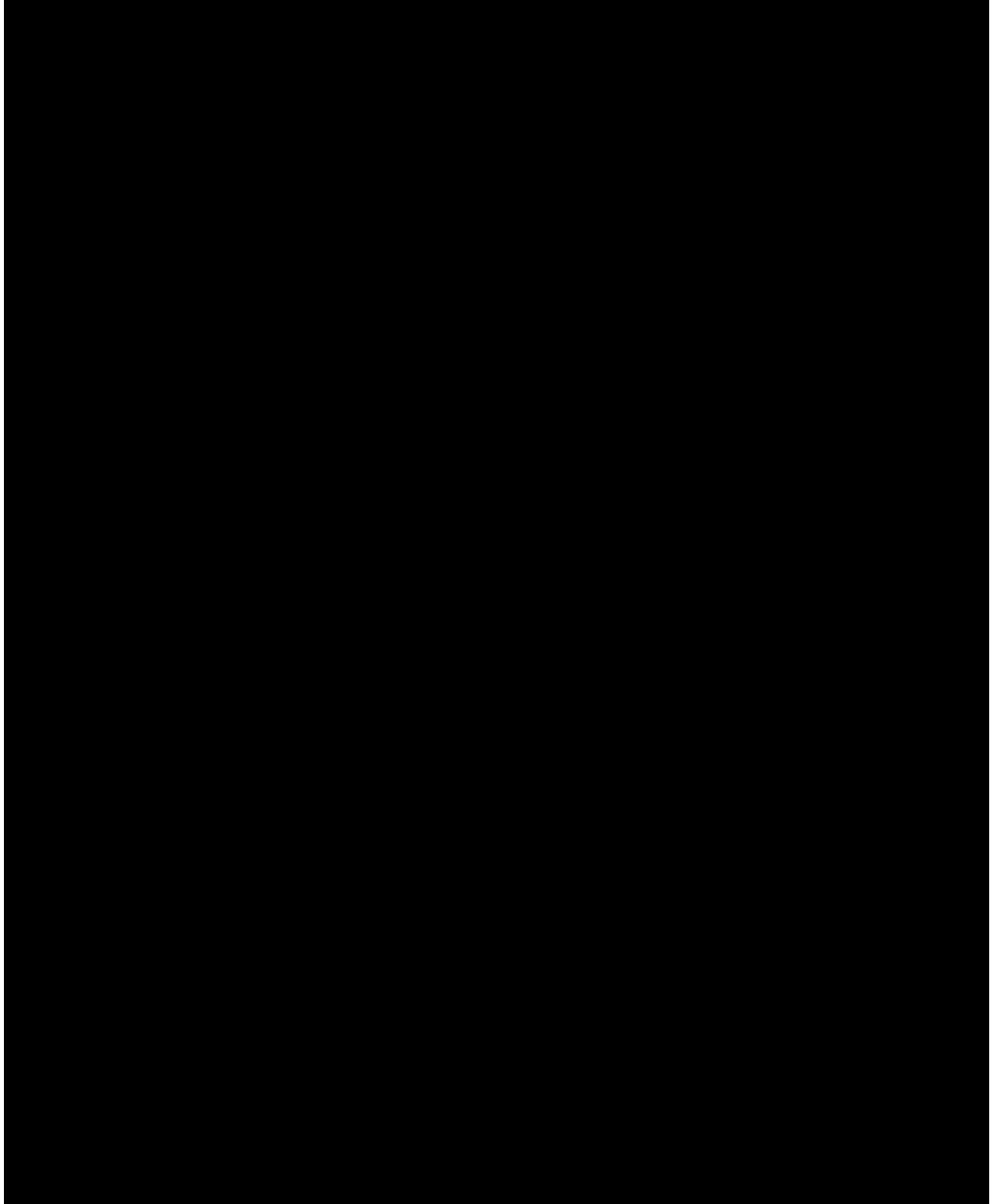
- (f) manage the receipt of, and respond to, the SWM3 Contractor's queries and requests for information in a timely, effective and complete manner;
- (g) review of the SWM3 Contractor's schedules, samples, prototypes and testing;
- (h) review and approve for manufacturing all workshop drawings prepared by the SWM3 Contractor or its nominated subcontractors;
- (i) attend regular meetings of the SWM3 Contractor and its subcontractors, to answer queries, as necessary;
- (j) liaise with authorities as required;
- (k) provide monthly reports, including details of inspections undertaken, certifications granted, and providing a list of non-compliances and/or Defects identified;
- (l) provide progressive certification of the construction compliance with the design documents;
- (m) provide monthly certification of works in progress in accordance with Appendix F01 of the SWTC;
- (n) provide engineering certification (as applicable), prepare work-as-executed drawings and new and/or updated Sydney Trains detailed site survey drawings in accordance with the information provided by the SWM3 Contractor, and prepare asset management information and configuration materials in accordance with the SWTC, progressively (as elements of the project are completed) and on completion of the SWM3 Works;
- (o) finalise systems engineering and safety assurance documentation;
- (p) assist in the configuration management process;
- (q) assist in the testing, commissioning and completion of the SWM3 Works in accordance with the requirements defined in the SWTC; and

provide an appropriately qualified designer to be based on-site full time to aid the management of the above tasks and coordinate the interface between the SWM3 Contractor and the Designer.

## **SCHEDULE C4**

### **Principal Supplied Design**

(Clauses 1.1 and 11.14)











































## SCHEDULE C5

### Transitional Handover Services

(Clauses 1.1 and 19A)

#### Transitional Handover Services

Where the Principal's Representative gives a notice under clause 19A(a) for a Portion, the Transitional Handover Services to be performed by the SWM3 Contractor in respect of that Portion comprise the general Transitional Handover Services described in clause 1 of this Schedule C5.

#### 1. General Transitional Handover Services

- (a) Continuing to comply with the obligations under clause 9.4 of this Contract.
- (b) The Appointed Principal Contractor continuing to fulfil the role of "principal contractor" (as that term is defined in clause 9.6(a) of this Contract).
- (c) Any activities required to ensure that:
  - (i) the Portion itself, and the Portion together with any previously completed Portions will, upon the completion of the Transitional Handover Services:
    - (A) be fit for their intended purposes; and
    - (B) be capable of remaining at all relevant times fit for their intended purpose; and
  - (ii) the Portion remains ready for an Interface Contractor to take over the Portion.
- (d) Continuing to comply with all obligations of the SWM3 Contractor that relate to access to the relevant parts of the Construction Site, including the obligations under clause 8.4 of this Contract and any relevant obligations under the Site Access Schedule.
- (e) Without limiting clause 8.4 of this Contract or any obligations under the Site Access Schedule:
  - (i) securing and protecting all relevant areas of the Portion (as applicable); and
  - (ii) keeping all relevant areas of the Portion (as applicable) clean, including removing rubbish, litter, graffiti and surplus material;
  - (iii) maintaining existing landscaping and ground vegetation within the of the Portion.
- (f) Maintaining, repairing and undertaking any activities required to ensure that the Portion itself, including all infrastructure, facilities, amenities and previously completed works remains fit for its intended purposes. This includes:
  - (i) to the extent applicable, operating any assets related to the Portion;
  - (ii) regular inspection, lubrication, adjustment, cleaning, replacement of parts (including drains, screens and filters);



- (iii) any activities provided for in the relevant Asset Management Information that must be carried out at a time that occurs before the Date of Construction Completion of the relevant Portion (as applicable),

but excludes assets and equipment installed, maintained and/or operated by the:

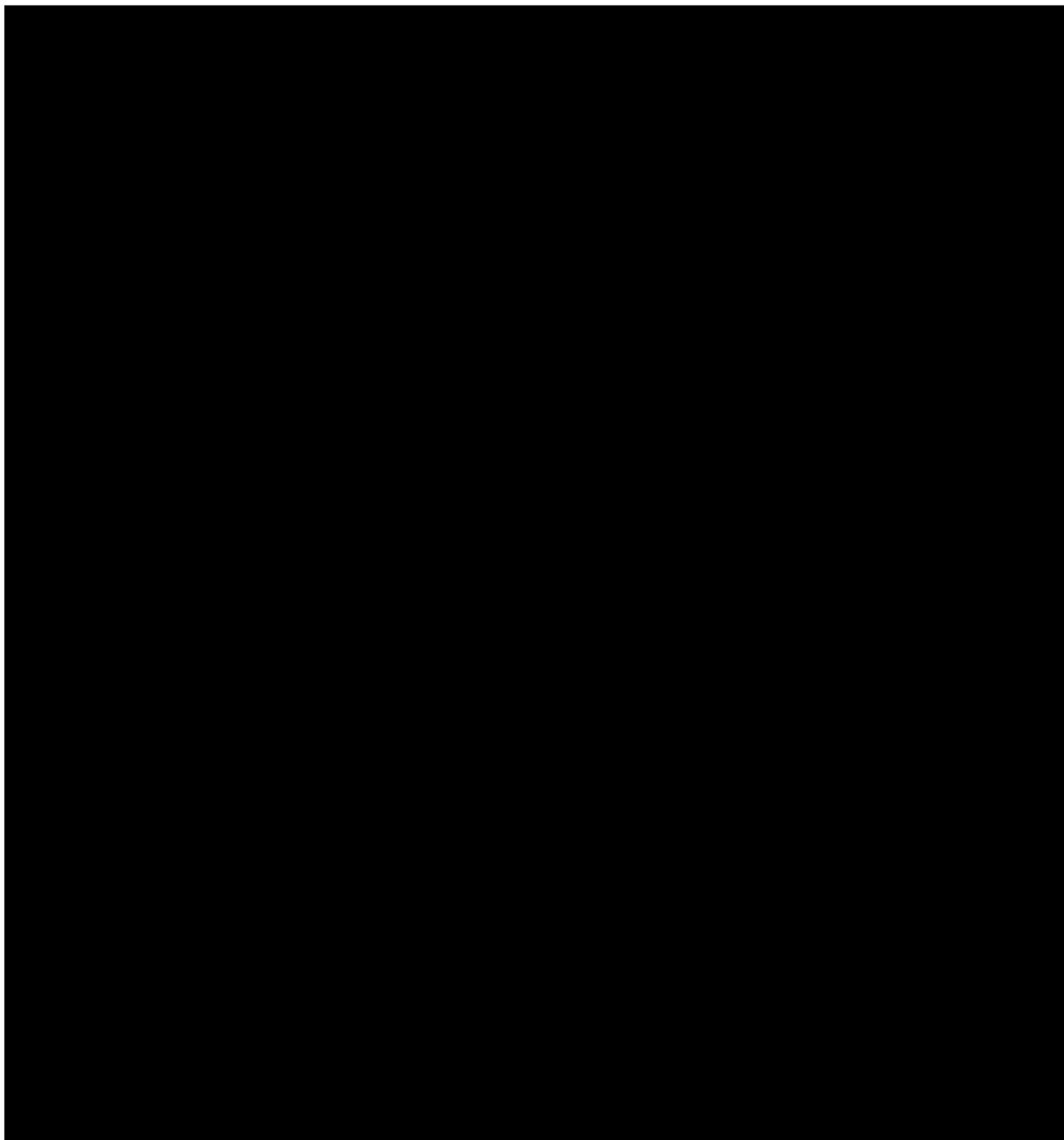
- (iv) TSOM Contractor (including the Signalling and Train Control Systems, Central Control System, Communications System and Radio Systems);
  - (v) Line-wide Contractor (including the High Voltage Power Supply);
  - (vi) PSD/MGF Contractor;
  - (vii) CIDS/ODS Contractor;
  - (viii) Electronic Ticketing System (ETS) Contractor;
  - (ix) CIRA Contractor; and
  - (x) SWM5 Contractor.
- (g) Continuing to comply with, carry out and fulfil the conditions and requirements of all relevant Approvals (including, where relevant, ongoing monitoring).
  - (h) All activities required to obtain and maintain any Authority Approval required for the performance of the Transitional Handover Services and complying with, carrying out and fulfilling the conditions and requirements of any such Authority Approval.
  - (i) Payment of any costs in connection with Utility Services associated with the performance of the Transitional Handover Services.
  - (j) Replacement of parts and consumables, including water treatment chemicals and supplies, used during the performance of the Transitional Handover Services.
  - (k) Providing safe and convenient access to the relevant parts of the Construction Site to the Principal's Representative and any person authorised by the Principal.
  - (l) Providing a monthly report, in which the SWM3 Contractor must provide an overview of to the general Transitional Handover Services described in this Schedule C5 and confirm compliance with its obligations under paragraph (k) above specifically.

## **PART D – SITE ACCESS, PLANNING APPROVALS AND THIRD PARTY REQUIREMENTS**

**SCHEDULE D1**

**Site Access Schedule**

(Clauses 1.1 and 8.1)



















































































































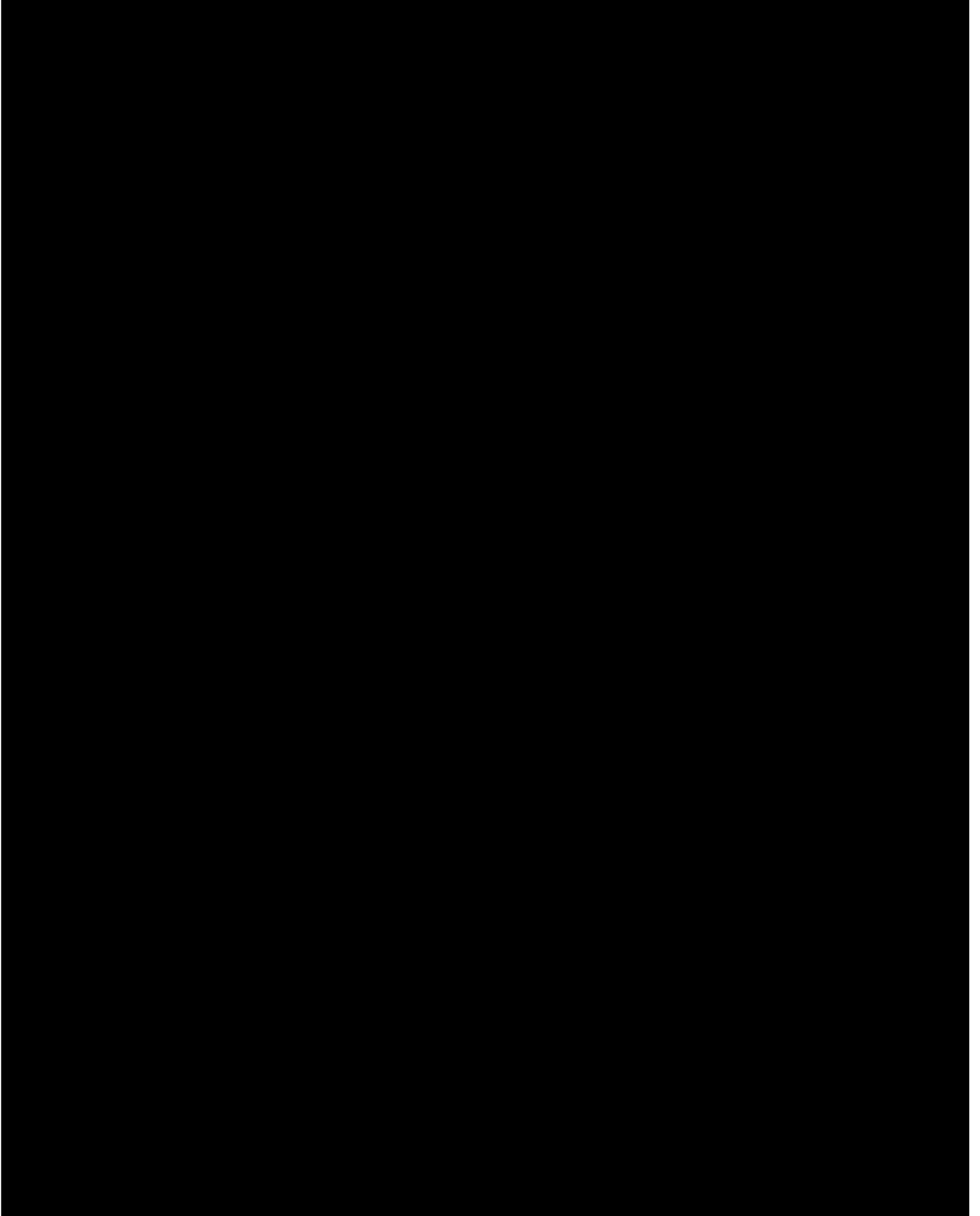




**SCHEDULE D2**

**Track Possessions and Extended Track Possessions**

(Clauses 1.1 and 8.21)













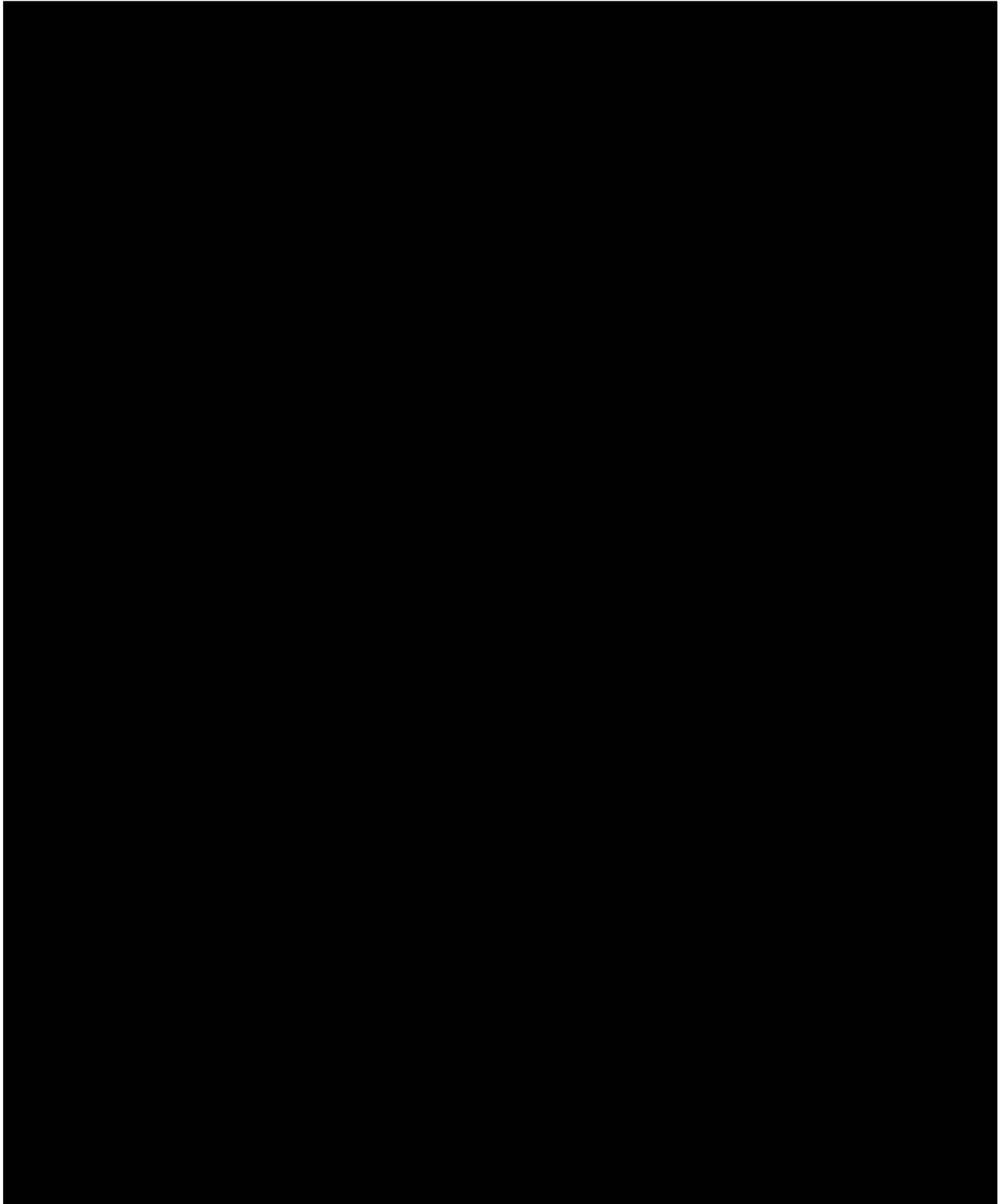


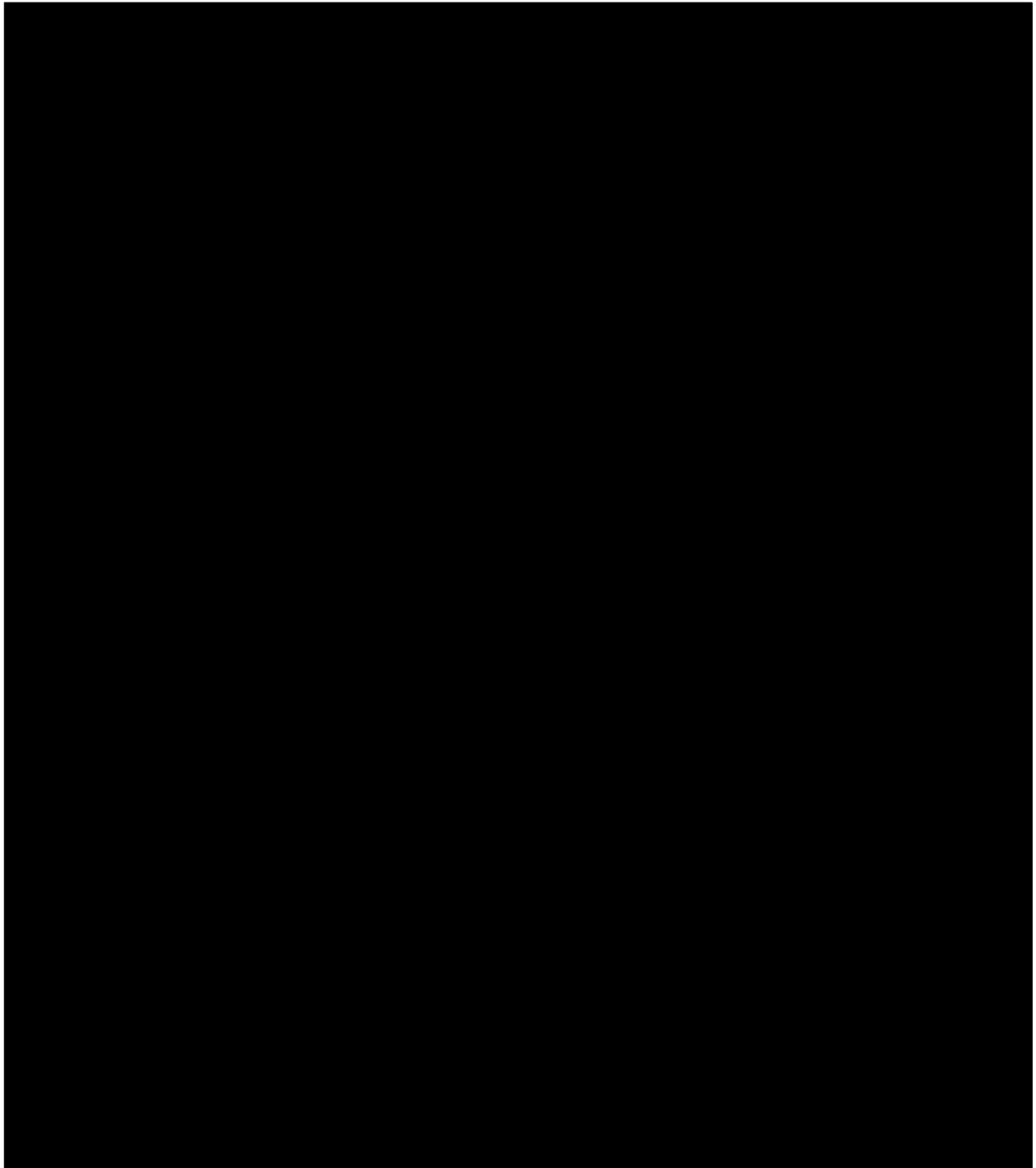


**SCHEDULE D3**

**SWM3 Contractor's Initial Program**

(Clauses 1.1 and 16.2(a))







## **SCHEDULE D4**

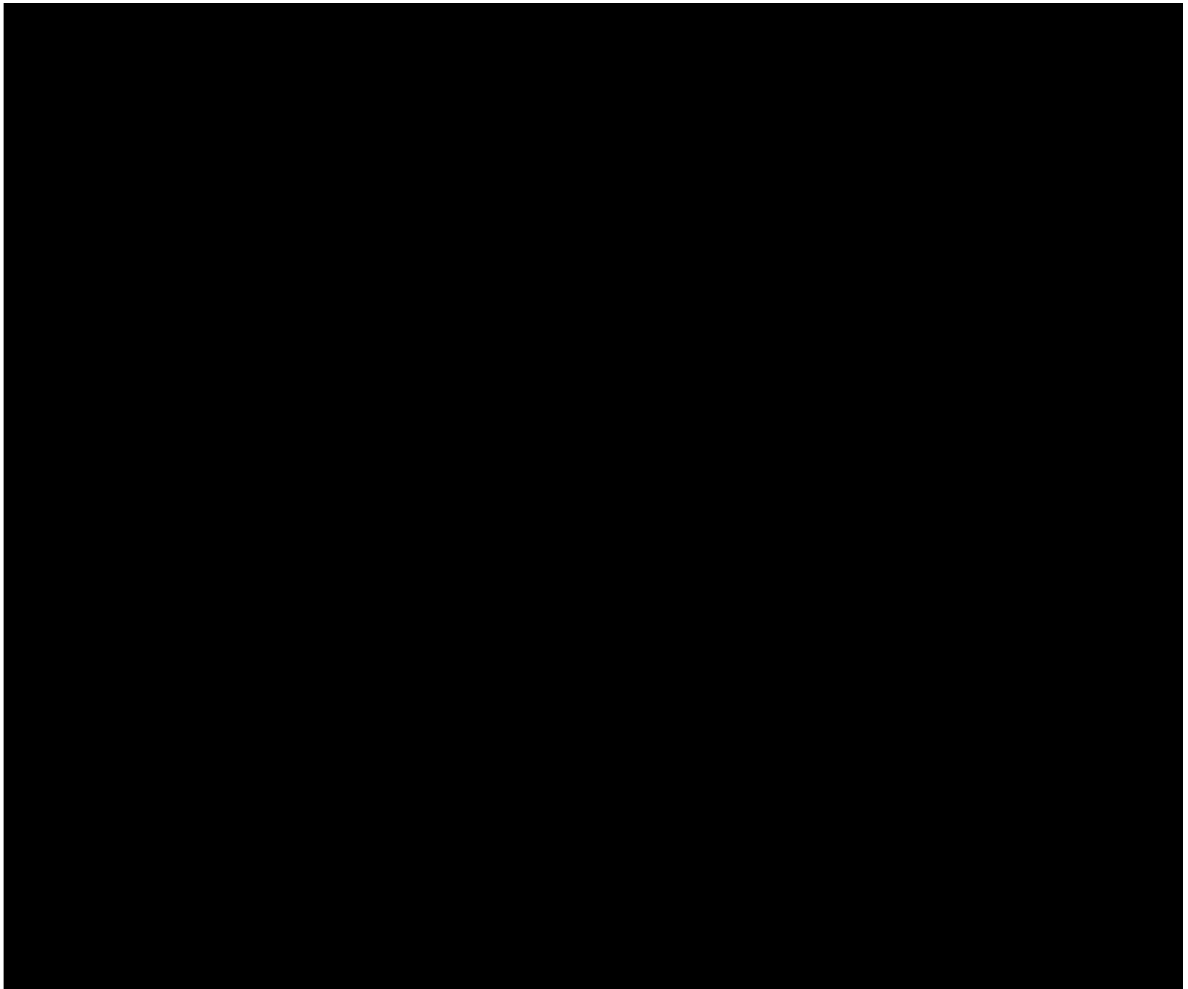
### **Planning Approval**

(Clauses 1.1 and 6.2)

1. **OBLIGATIONS IN RESPECT OF PLANNING APPROVAL**

- (a) The SWM3 Contractor must, in performing the SWM3 Contractor's Activities comply with all of the obligations, conditions and requirements of the Project Planning Approval (Sydenham to Bankstown), as if it were the Principal, except to the extent that this Schedule D4 provides that the Principal will comply with the obligation, condition or requirement or limits the SWM3 Contractor's obligation in respect of that obligation, condition or requirement.
- (b) Nothing in this Schedule D4 in any way limits, affects or relieves the SWM3 Contractor from complying with any obligation set out elsewhere in the Contract.
- (c) The SWM3 Contractor may apply to have any part of any of the Project Planning Approval (Sydenham to Bankstown) modified. The SWM3 Contractor acknowledges and agrees that it is solely responsible for any such modification application.

2. **THE PRINCIPAL'S OBLIGATIONS IN RESPECT OF PROJECT PLANNING APPROVAL (SYDENHAM TO BANKSTOWN)**

















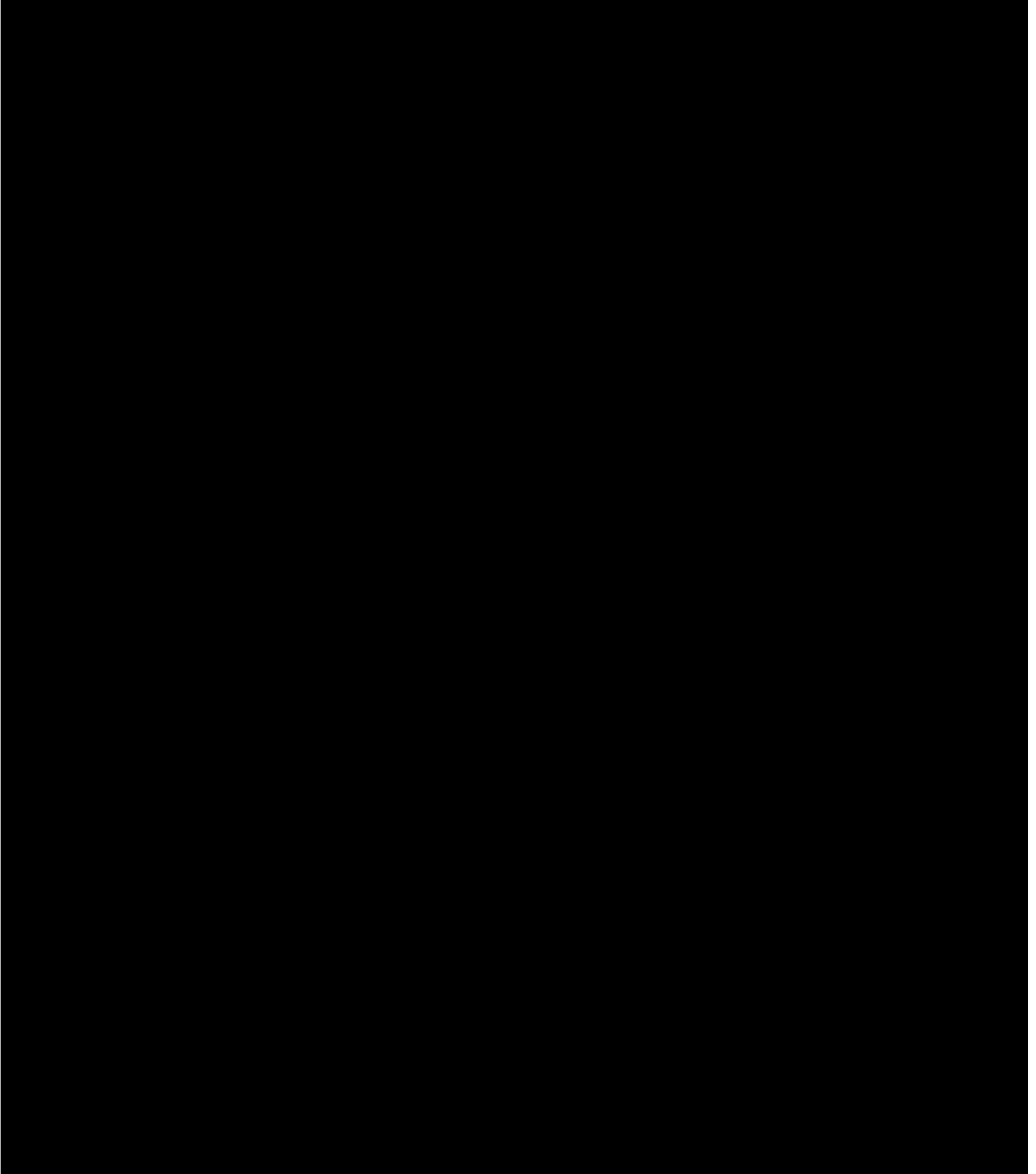




**SCHEDULE D5**

**Requirements of Third Party Agreements**

(Clauses 1.1, 3.6 and 22.14(e))































































## **SCHEDULE D6**

### **Third Party Agreements**

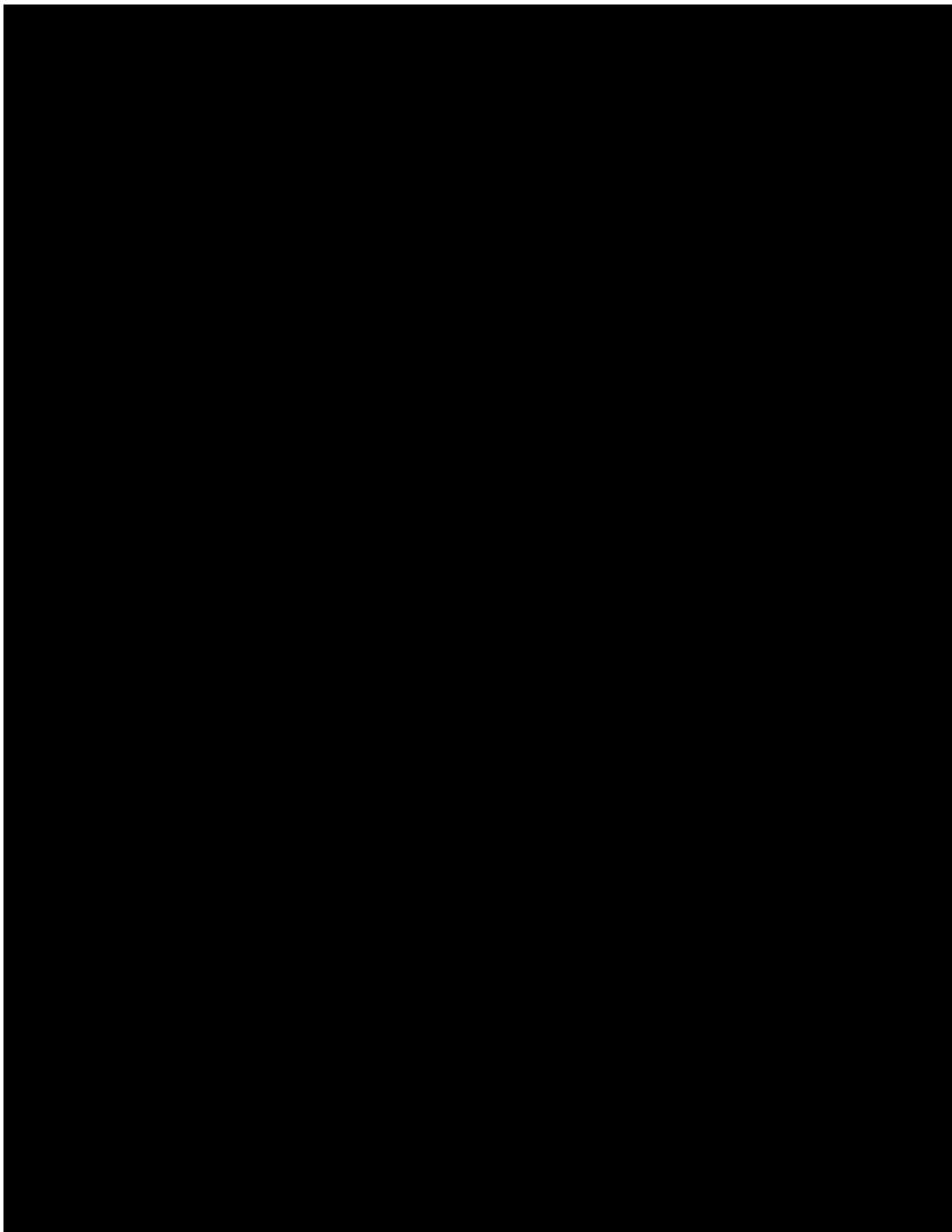
(Clauses 1.1 and 3.6)

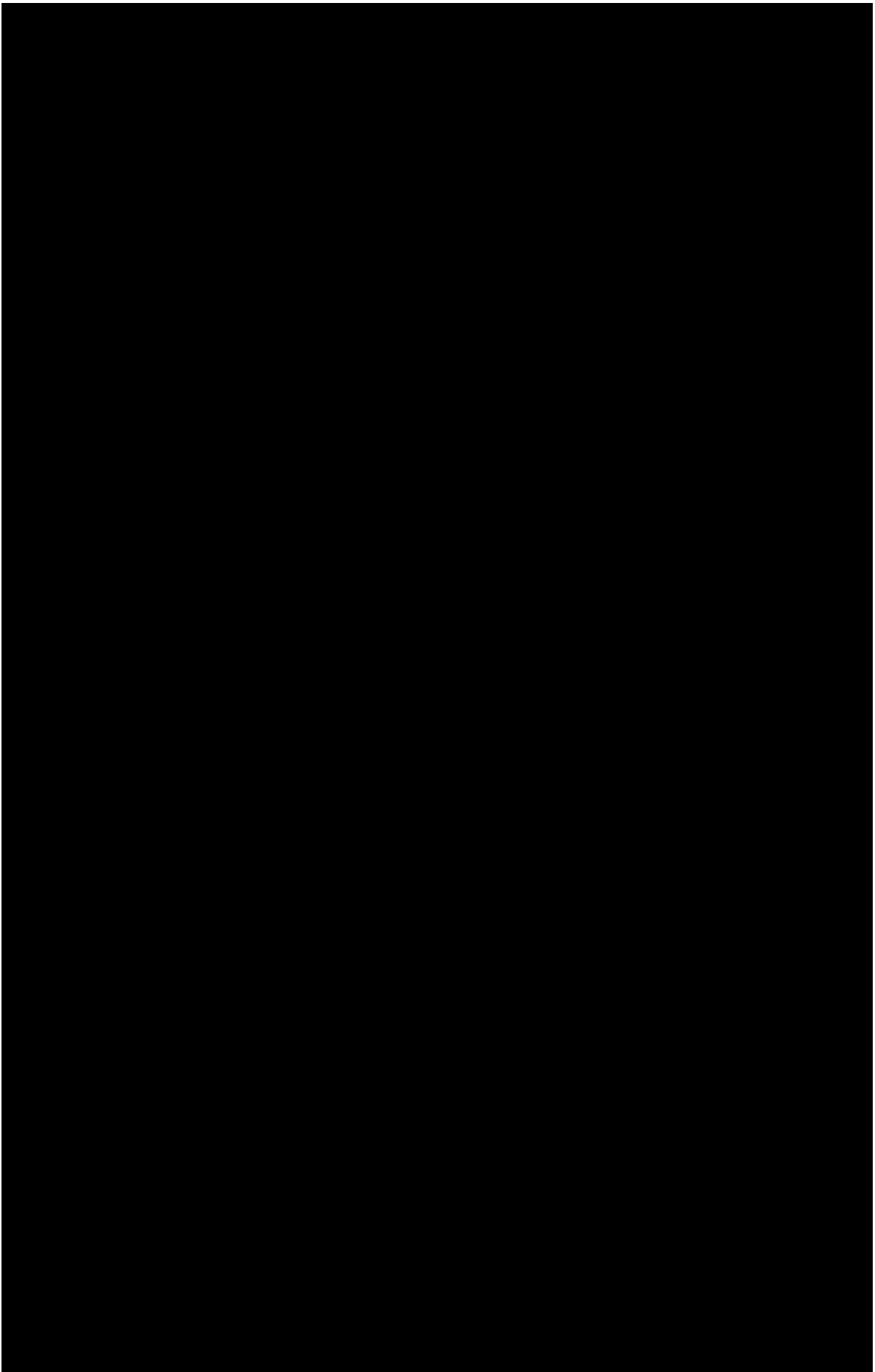
This Schedule D6 contains the following documents:

- Sydney Water Interface Deed;
- Third Deed of Amendment to the Sydney Trains Transition Agreement dated 27 September 2021;
- Draft SWM3 Scope of Works and Access Schedule;
- Draft Licence for Permitted Use of the Shared Corridor ("Schedule 14 Licence");
- Umbrella Works Authorisation Deed;
- Second Deed of Amendment to the Global Safety Interface Agreement dated 25 March 2024;  
and
- ARTC Construction Safety Interface Agreement.

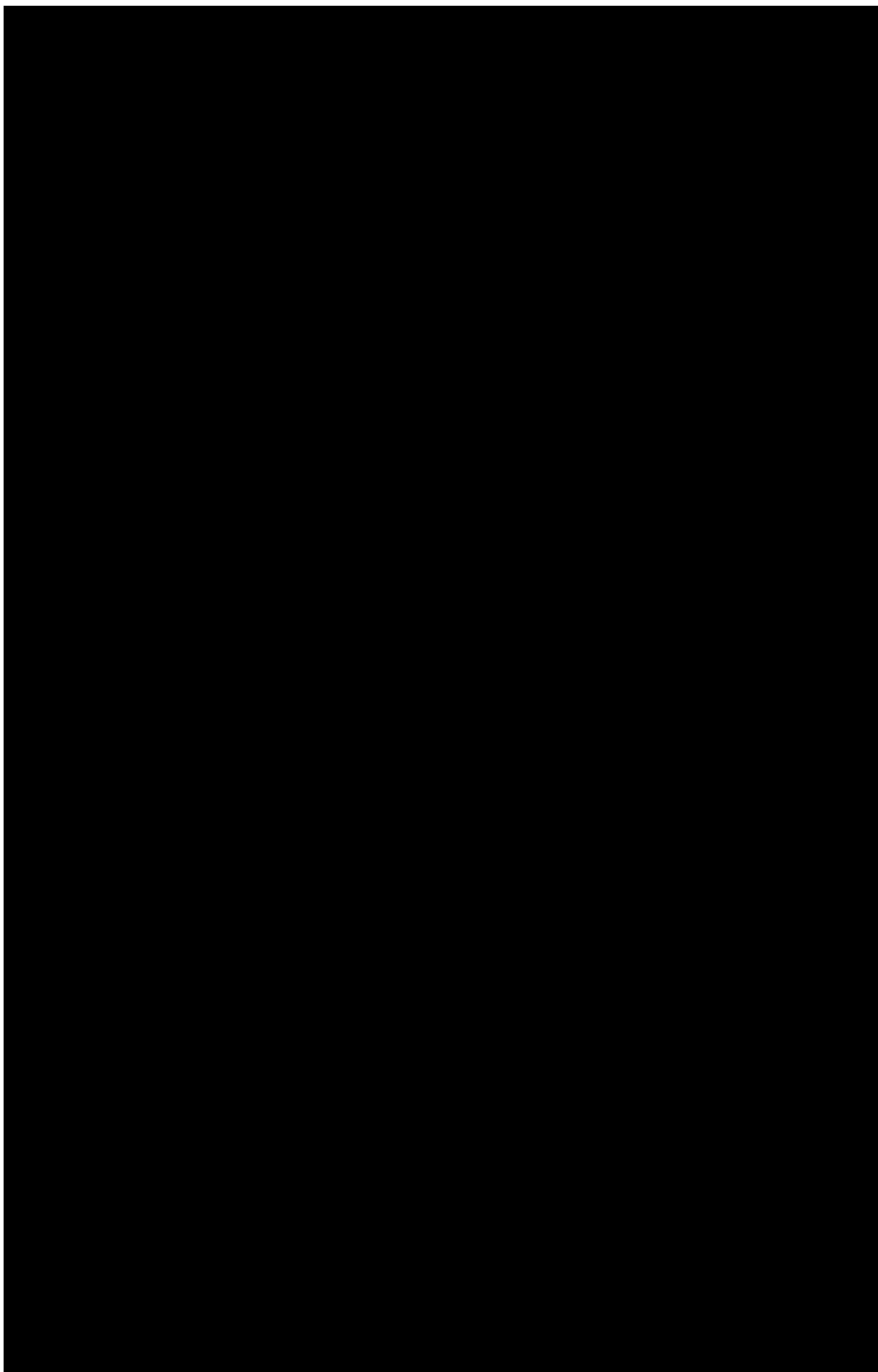
## **SCHEDULE D7**

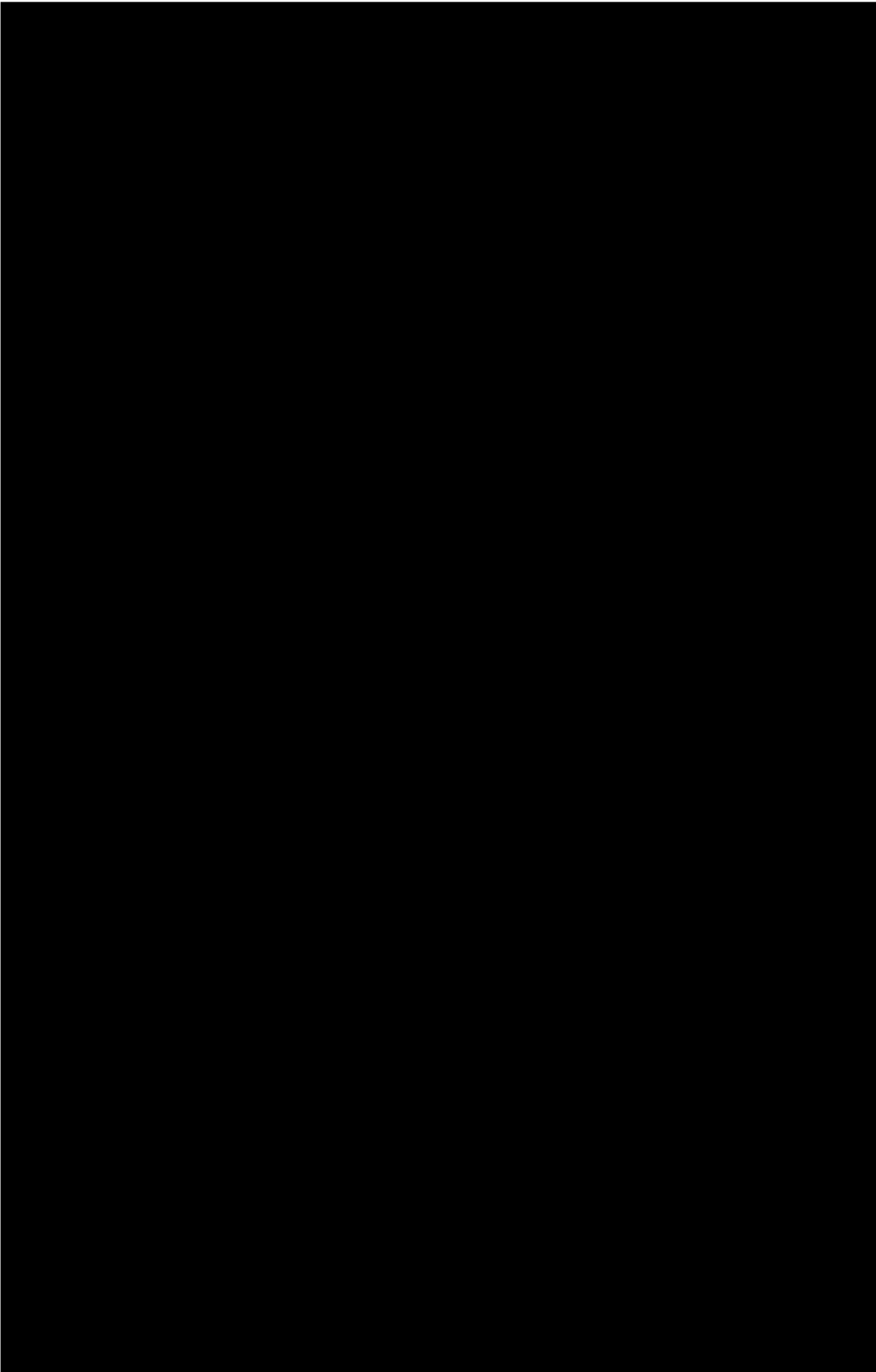
### **Principal Enabling Works**





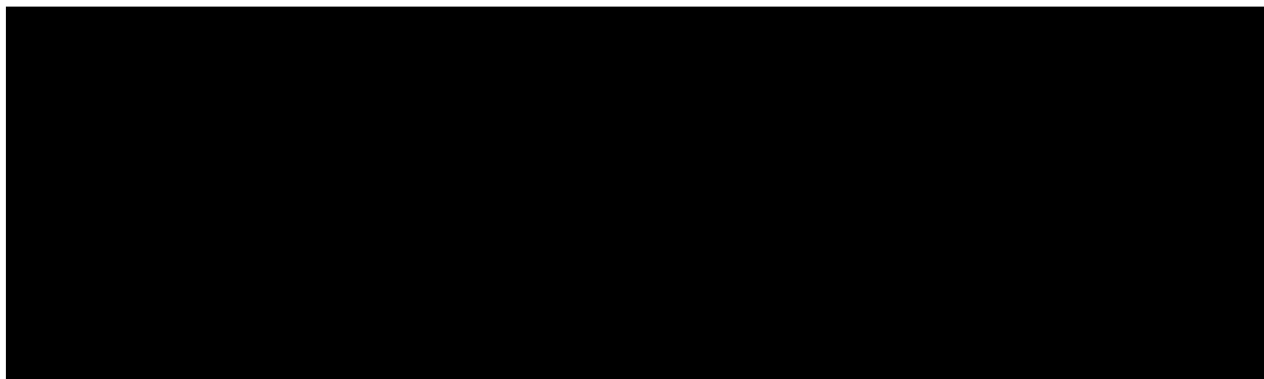








**SCHEDULE D8**



C

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## **SCHEDULE D9**

### **Initial Project Plans**

(Clauses 1.1 and 3.11)

This Schedule D9 consists of the document titled "Workforce Development, Aboriginal and Industry Participation Plan", which is included in Schedule F1 as an electronic file.

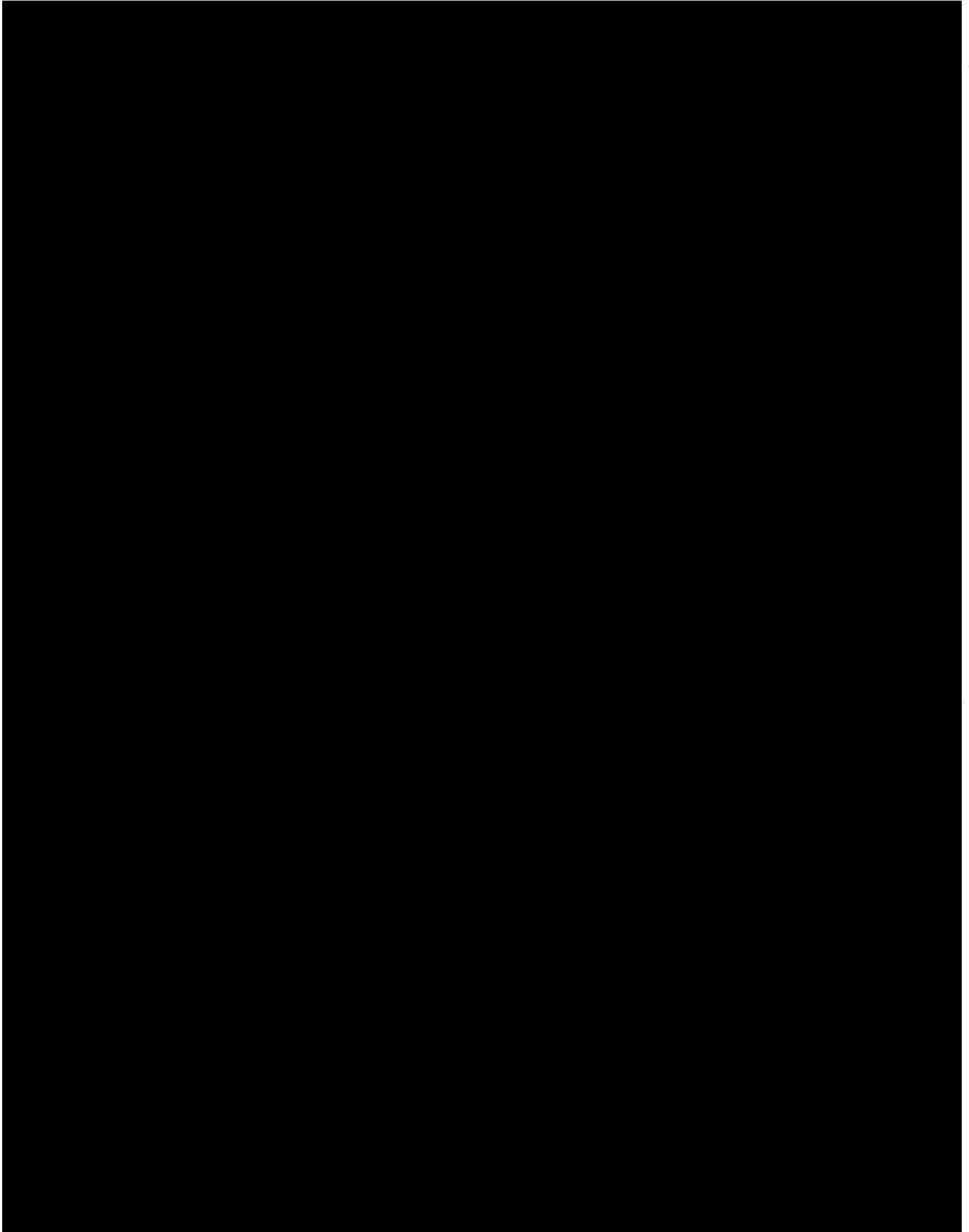
## **PART E – FINANCIAL**

**SCHEDULE E1**

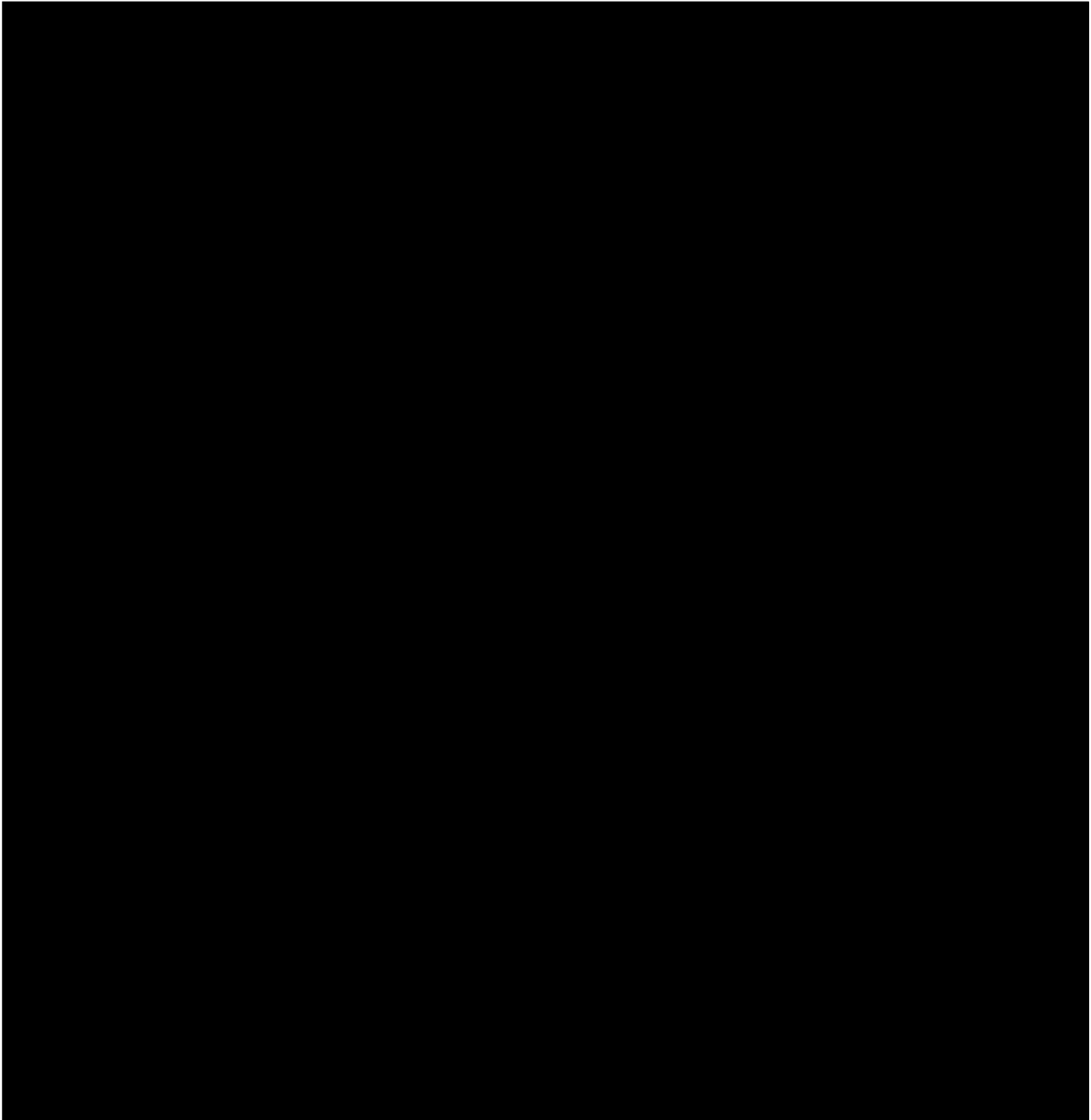
**Payment**

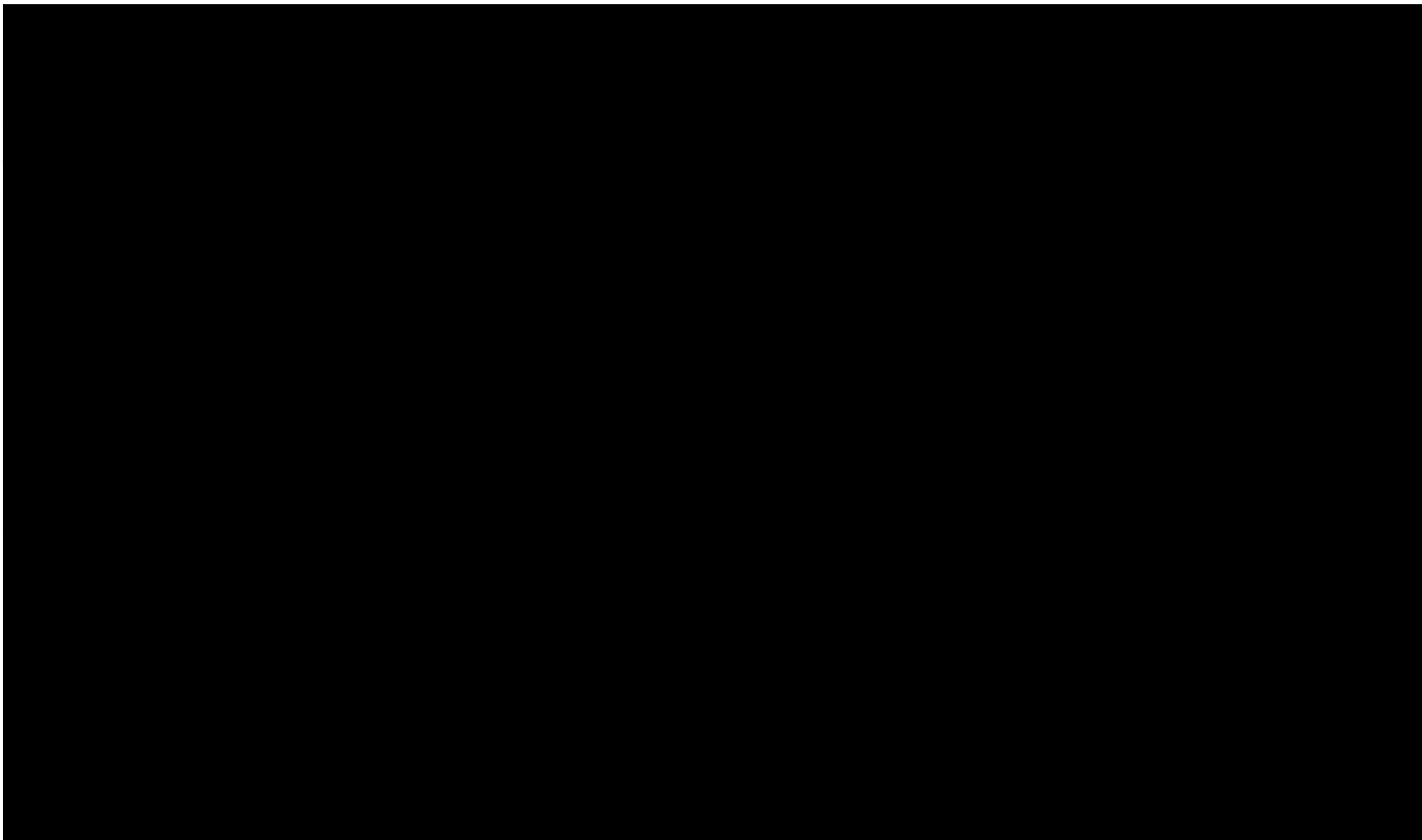
**SCHEDULE E1. – PAYMENT**

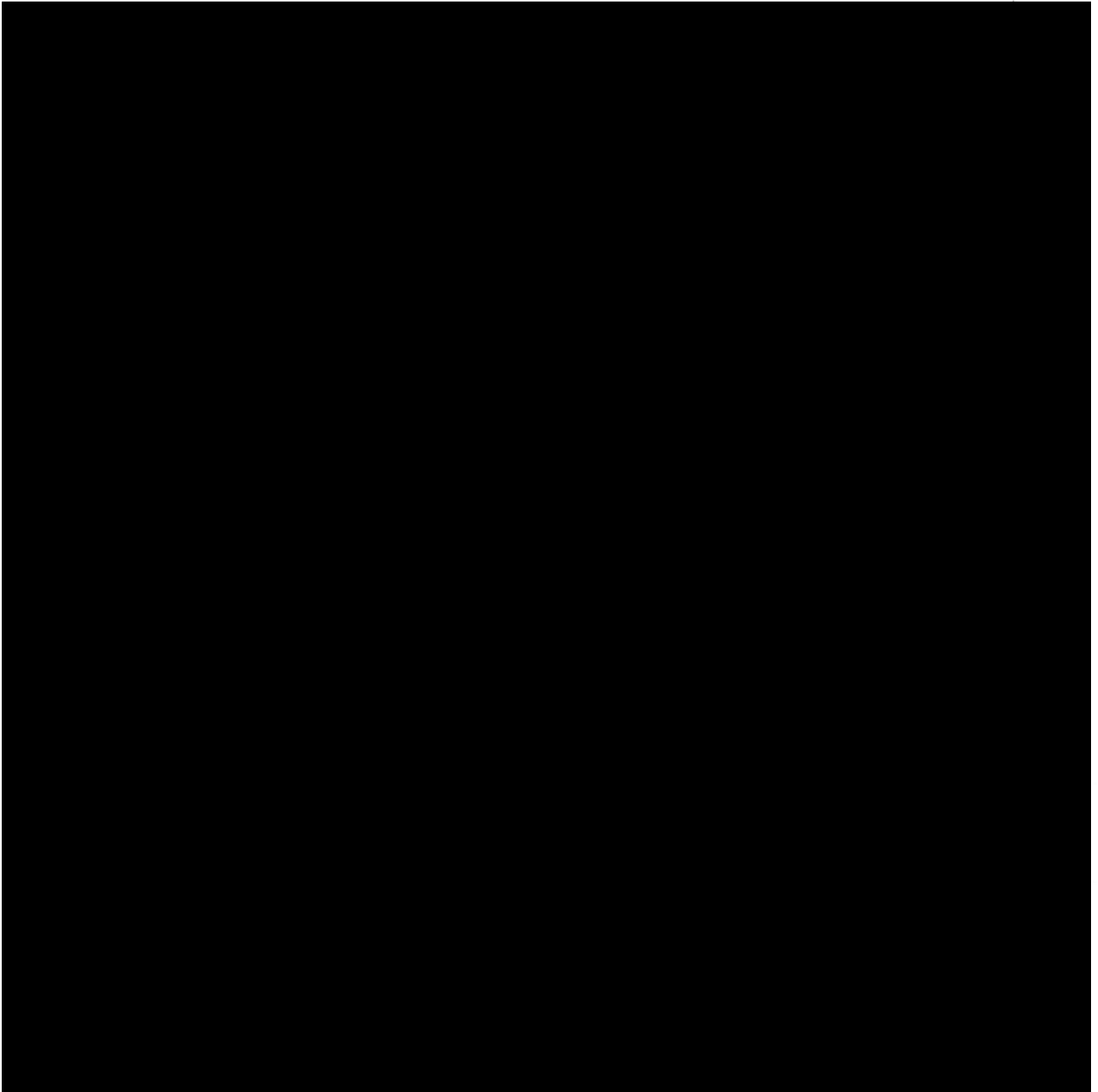
(Clauses 1.1, 11.19 and 17)

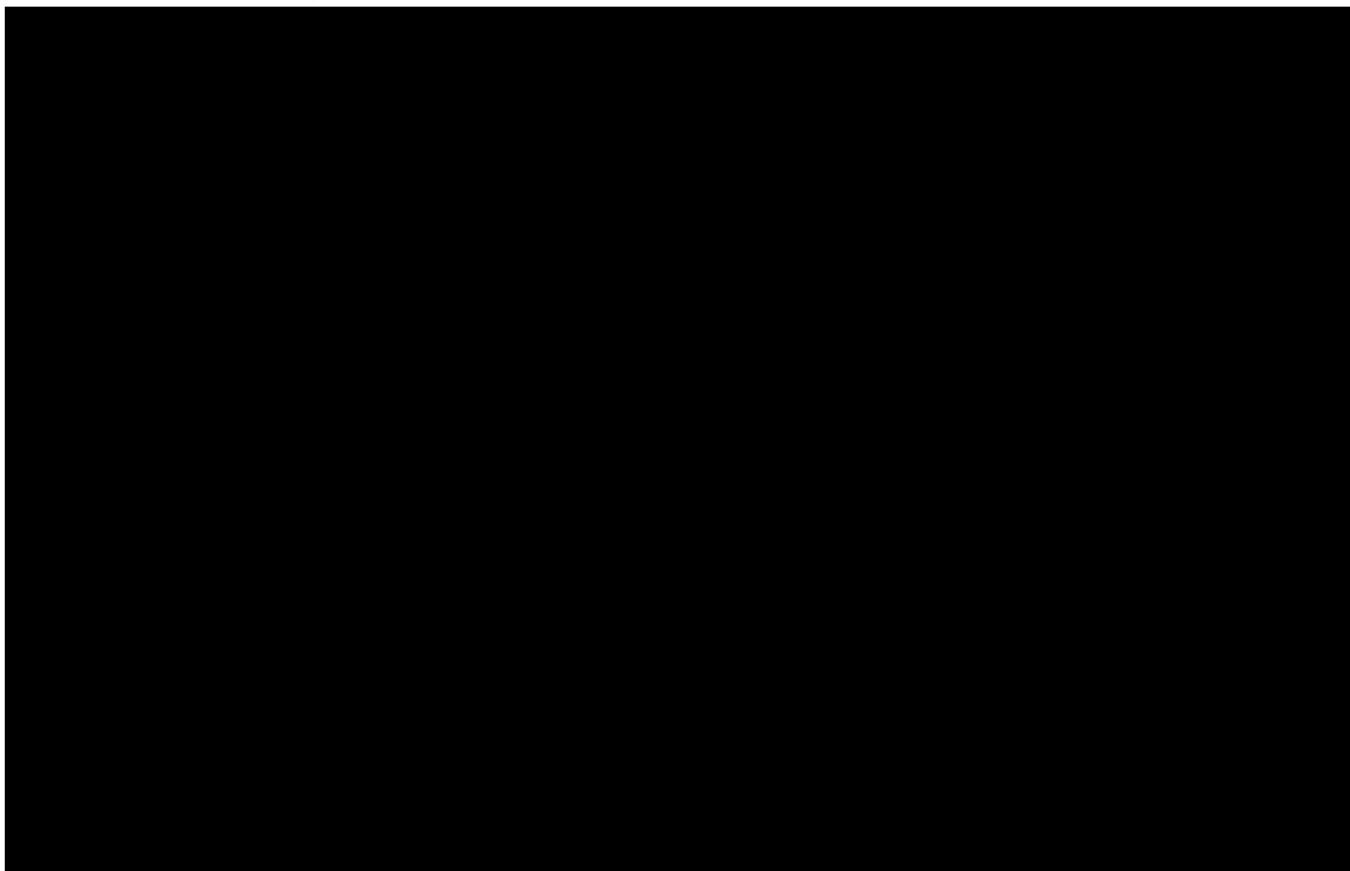












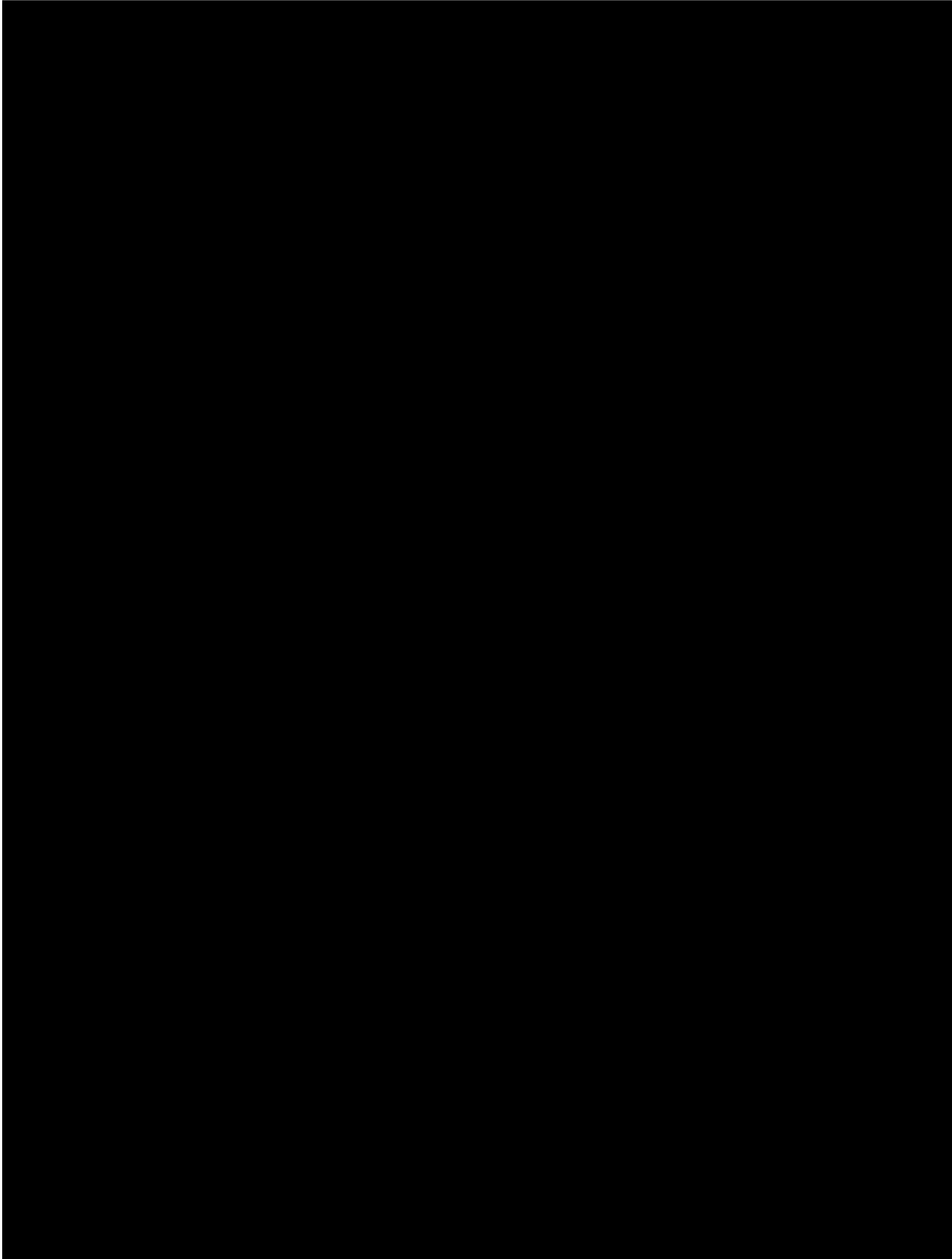
**SCHEDULE E2**

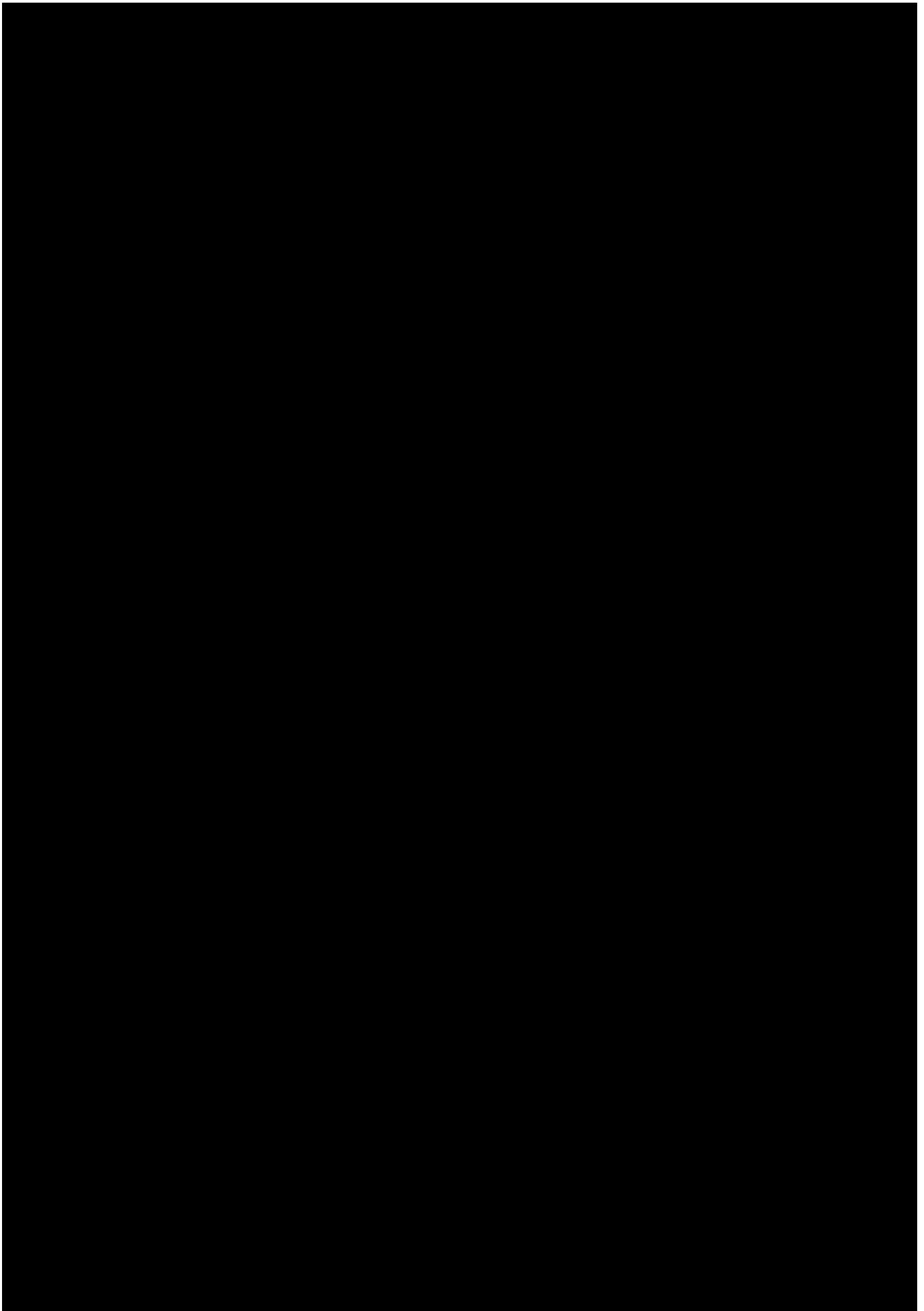
**Schedule of rates for Self-Performed Reimbursable Works, Preliminaries Fee  
Adjustments and Design Fee Adjustments**

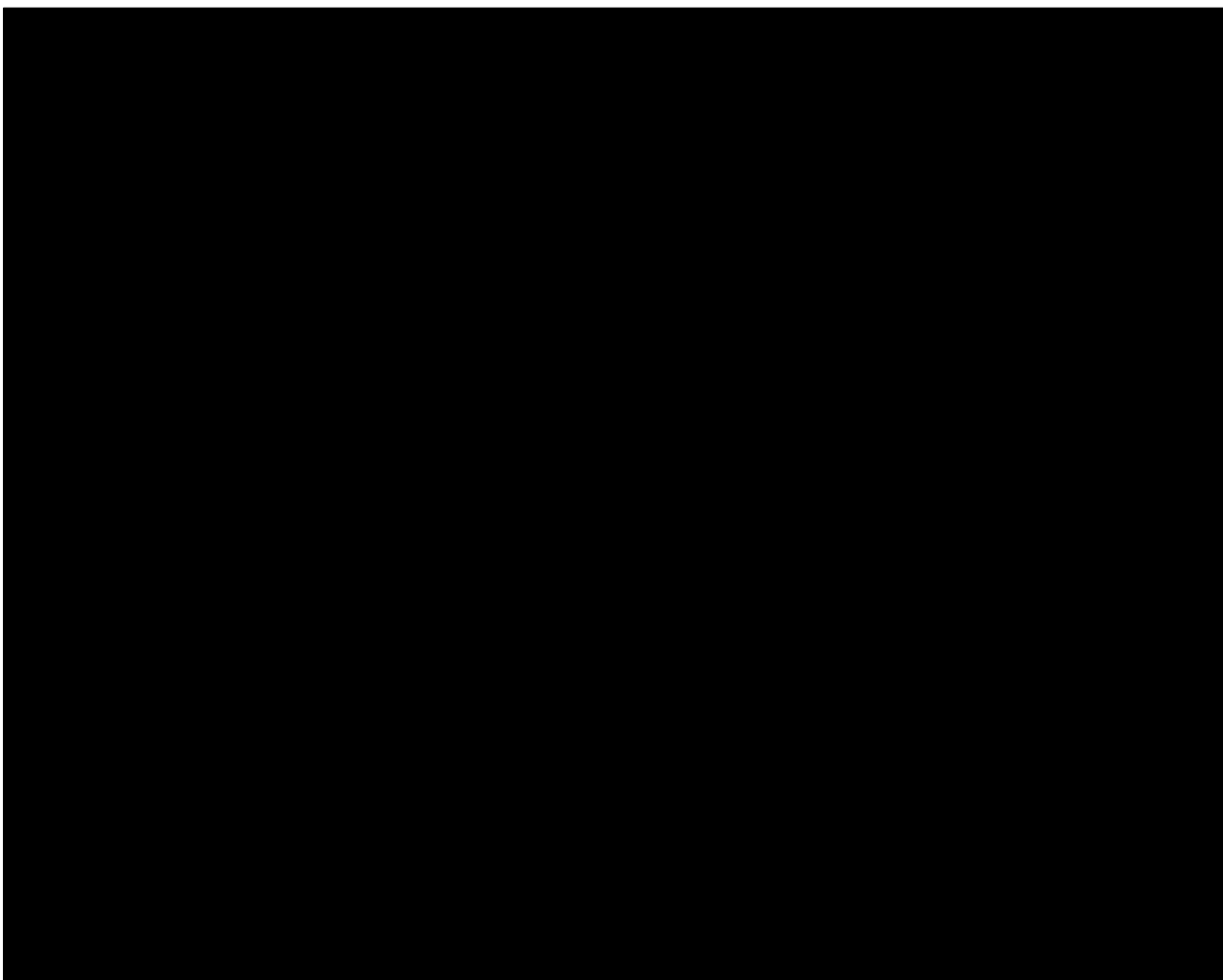
**SCHEDULE E2**

**Schedule of rates for Self-Performed Reimbursable Works, Preliminary Fee  
Adjustments and Design Fee Adjustments**

(Clauses 1.1, 4.2, 4.3, 4.4, 13.14(d)(iv)(A) and 17.2)

































**THIS DEED POLL (Undertaking)** made the                      day of                      20

(Clauses 1.1, 5.2(a) and 17.6(b)(ii))

**GIVEN BY:** \_\_\_\_\_ **(Institution)**

The SWM3 Contractor: » .....

ABN » .....

Security Amount \$ » .....

The Contract: The Contract between the Principal and the SWM3 Contractor

Contract Title: Sydney Metro City & Southwest – Southwest Metro Conversion and Station Works (SWM3) – Incentivised Target Cost Contract

Contract Number: ».....

Other words and phrases in this Undertaking have the meanings given in the Contract.

## Undertaking

1. At the request of the SWM3 Contractor, and in consideration of the Principal accepting this Undertaking from the Institution in connection with the Contract, the Institution unconditionally undertakes to pay on demand any amount or amounts demanded by the Principal to the maximum aggregate sum of the Security Amount.
2. The Institution unconditionally agrees that, if notified in writing purportedly signed by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Institution will pay the Principal at once, without reference to the SWM3 Contractor and despite any notice from the SWM3 Contractor not to pay.
3. The Principal must not assign this Undertaking without the prior consent of the Institution, which must not be unreasonably withheld.
4. This Undertaking continues until one of the following occurs:
  - (a) the Principal notifies the Institution in writing that the Security Amount is no longer required;
  - (b) this Undertaking is returned to the Institution; or
  - (c) the Institution pays the Principal the whole of the Security Amount, or as much as the Principal may require overall.

5. At any time, without being required to, the Institution may pay the Principal the Security Amount less any amounts previously paid under this Undertaking, and the liability of the Institution will then immediately end.
6. This Undertaking is governed by the laws of the State of New South Wales.

**SIGNED** as a deed poll.

**Signed sealed and delivered** for and on behalf of **[insert name of institution]** by its Attorney under a Power of Attorney dated \_\_\_\_\_, and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Signature of witness

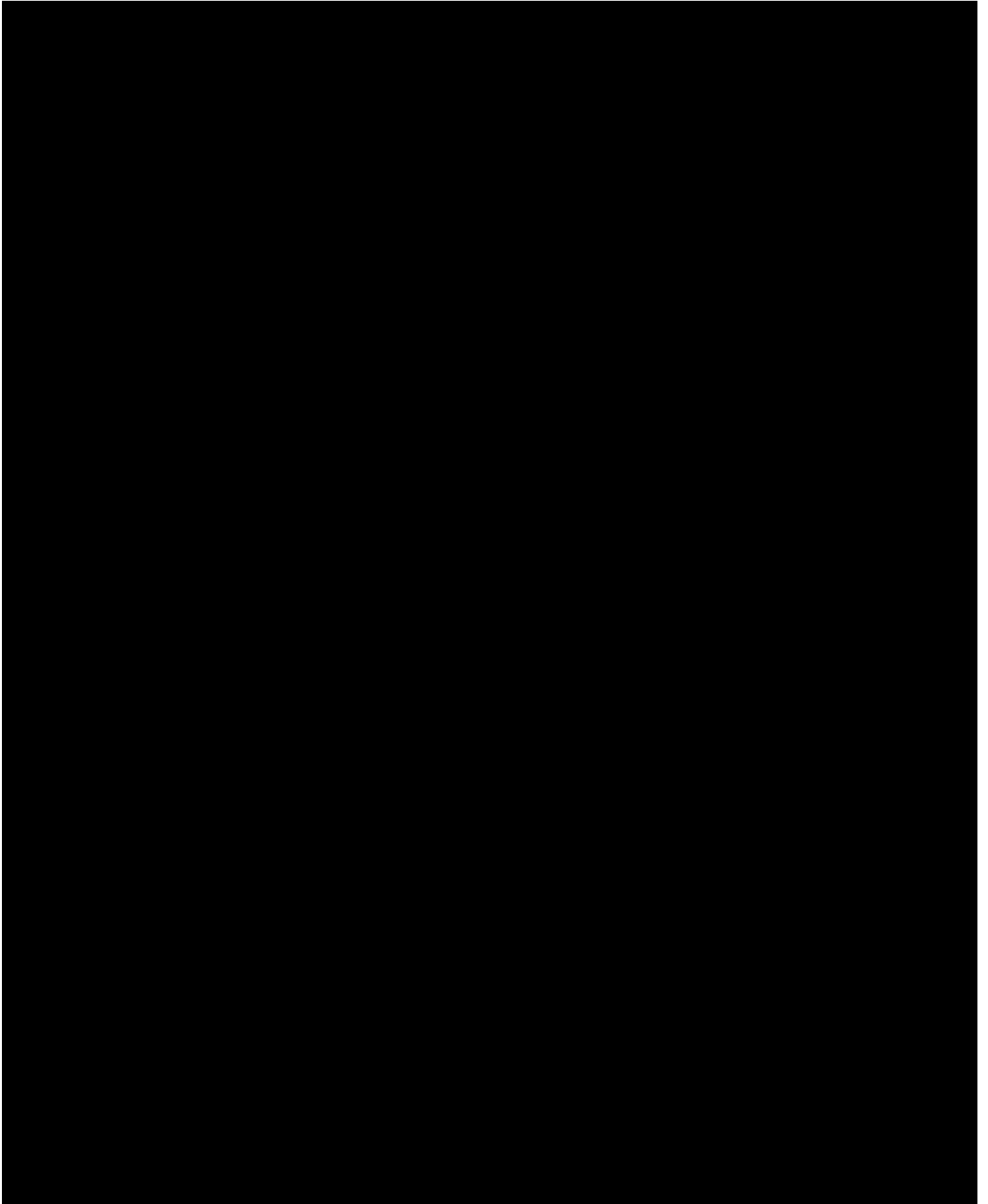
\_\_\_\_\_  
Name of Attorney in full

\_\_\_\_\_  
Name of witness in full

**SCHEDULE E4**

**Parent Company Guarantee**

(Clauses 1.1, 5.10, 17.4(a)(ii), 21.1(b) and 21.4(c))

































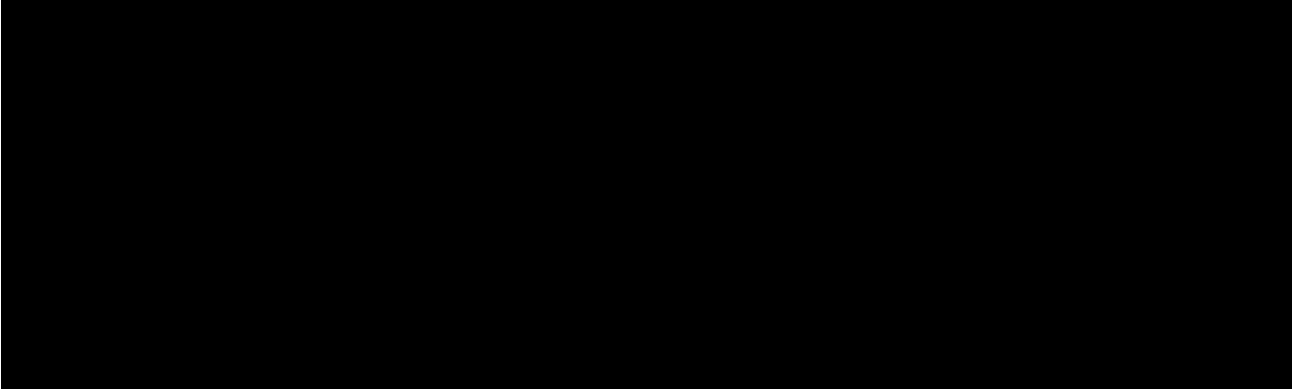






**SCHEDULE E5**  
**Insurance Policies**

(Clause 20.4)























































































































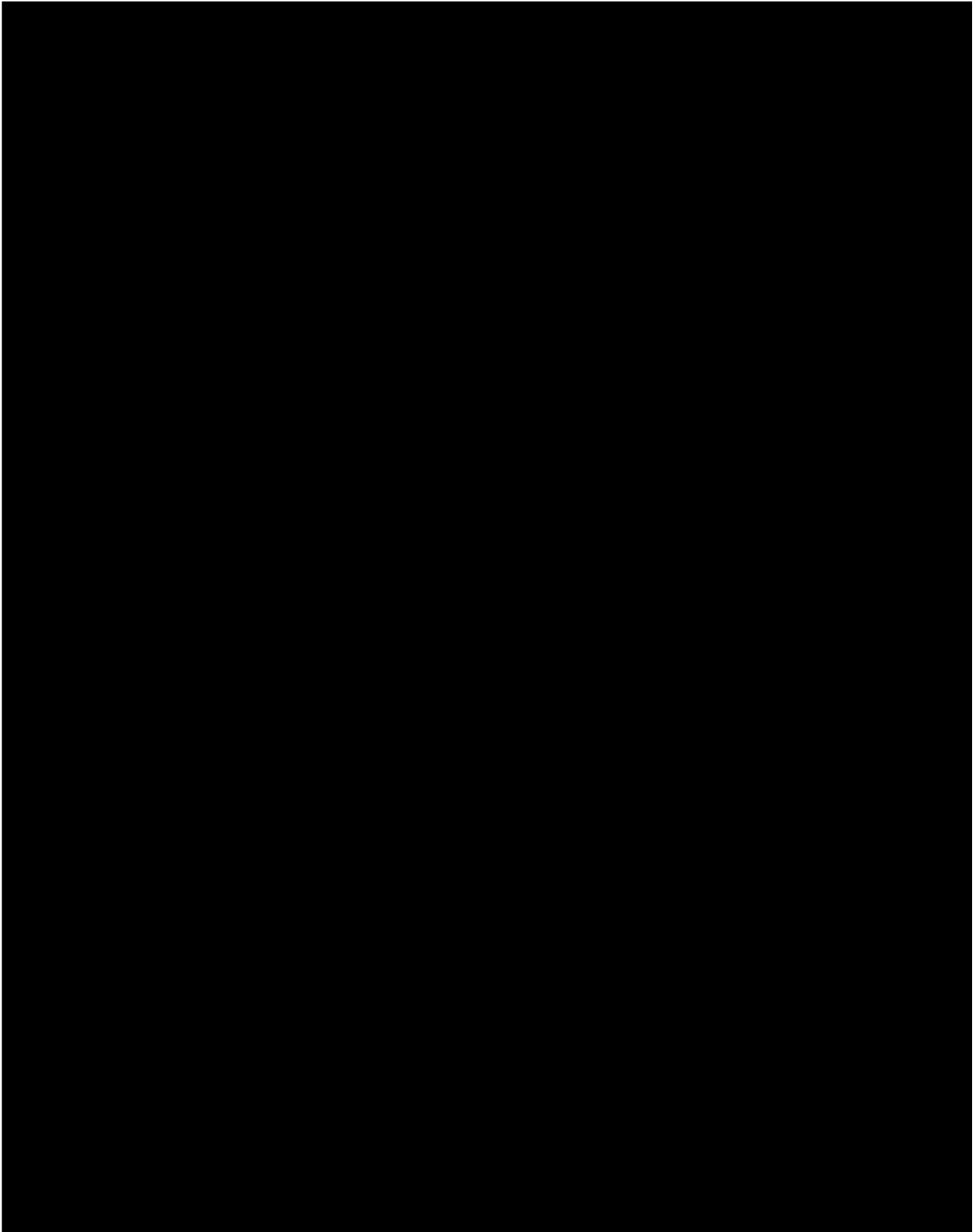




**SCHEDULE E6**

**Performance and Compliance Incentive Payment Schedule**

(Clauses 1.1, 17.1, 17.2 and 17.11(b))































## **SCHEDULE E7**

### **Cost Plan**

(Clauses 1.1 and 11.17(c))

#### **Part 1 – Cost Plan Requirements**

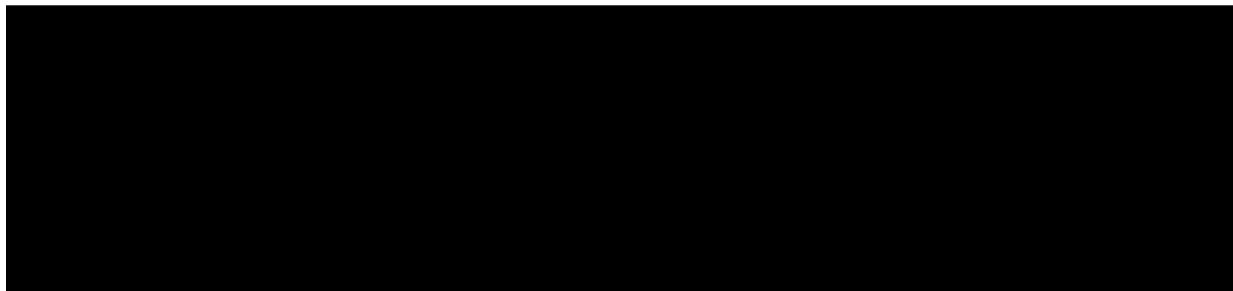
The Cost Plan must:

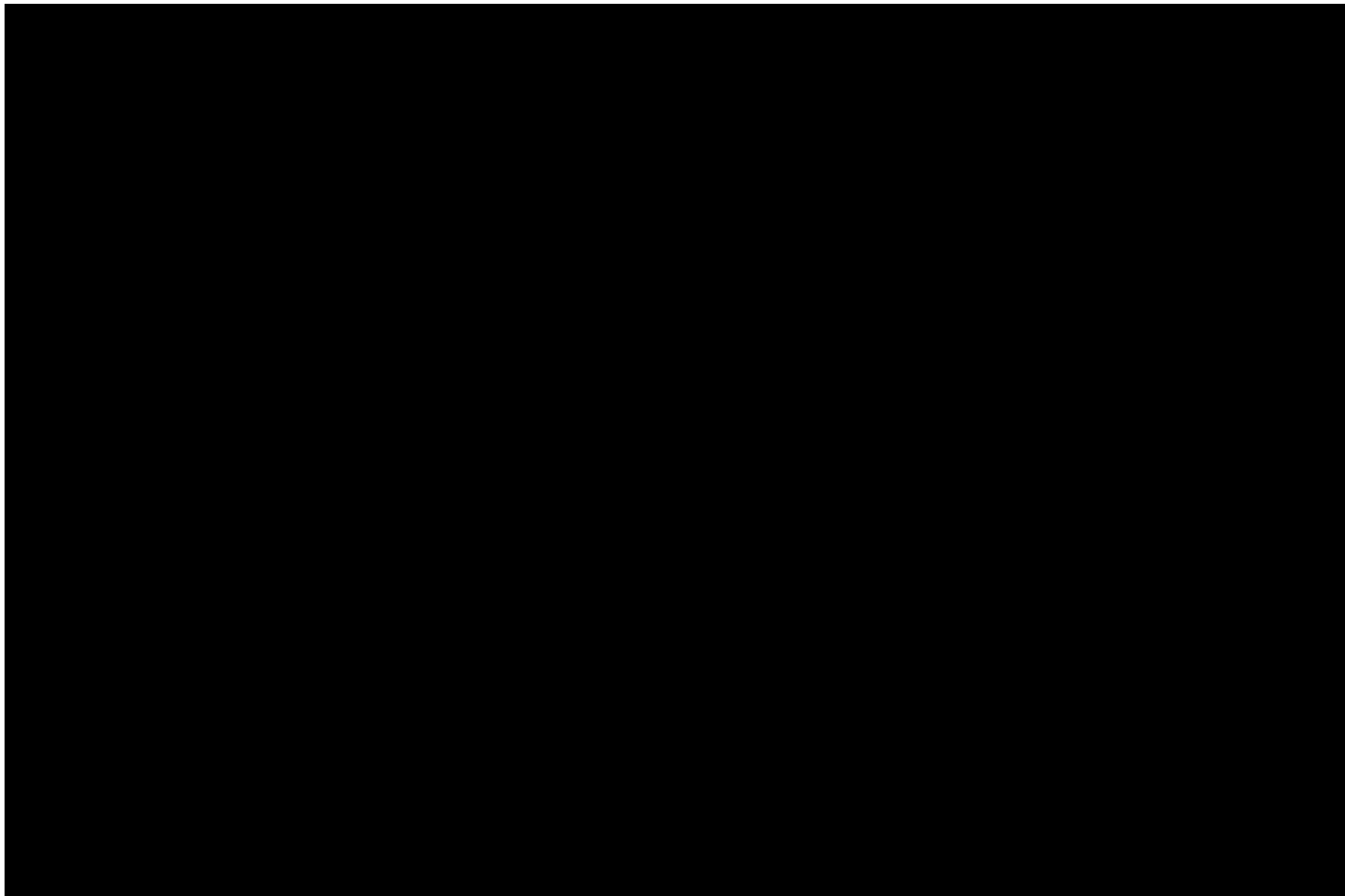
- (a) be developed using a Microsoft Excel spreadsheet, or other format as approved in writing by the Principal's Representative;
- (b) provide the initial and current approved Target Cost by cost breakdown structure (at a summary and detailed level) which is aligned to the work breakdown structure used in the Cost Breakdown, the SWM3 Contractor's Program and the subcontract packaging strategy;
- (c) detail all approved adjustments to the initial Target Cost;
- (d) detail the cost to date, forecast cost to complete by month, forecast cost at completion and monthly variance for each cost code and Subcontract package within the cost breakdown structure;
- (e) for all Reimbursable Work, provide the unit, quantity, rate and total cost information by cost code; and
- (f) be submitted to the Principal's Representative on a monthly basis, in its native electronic file format (unsecured and in the original form), including the costs incurred in the previous month and updating any information in the forecast that has changed since the previous month.

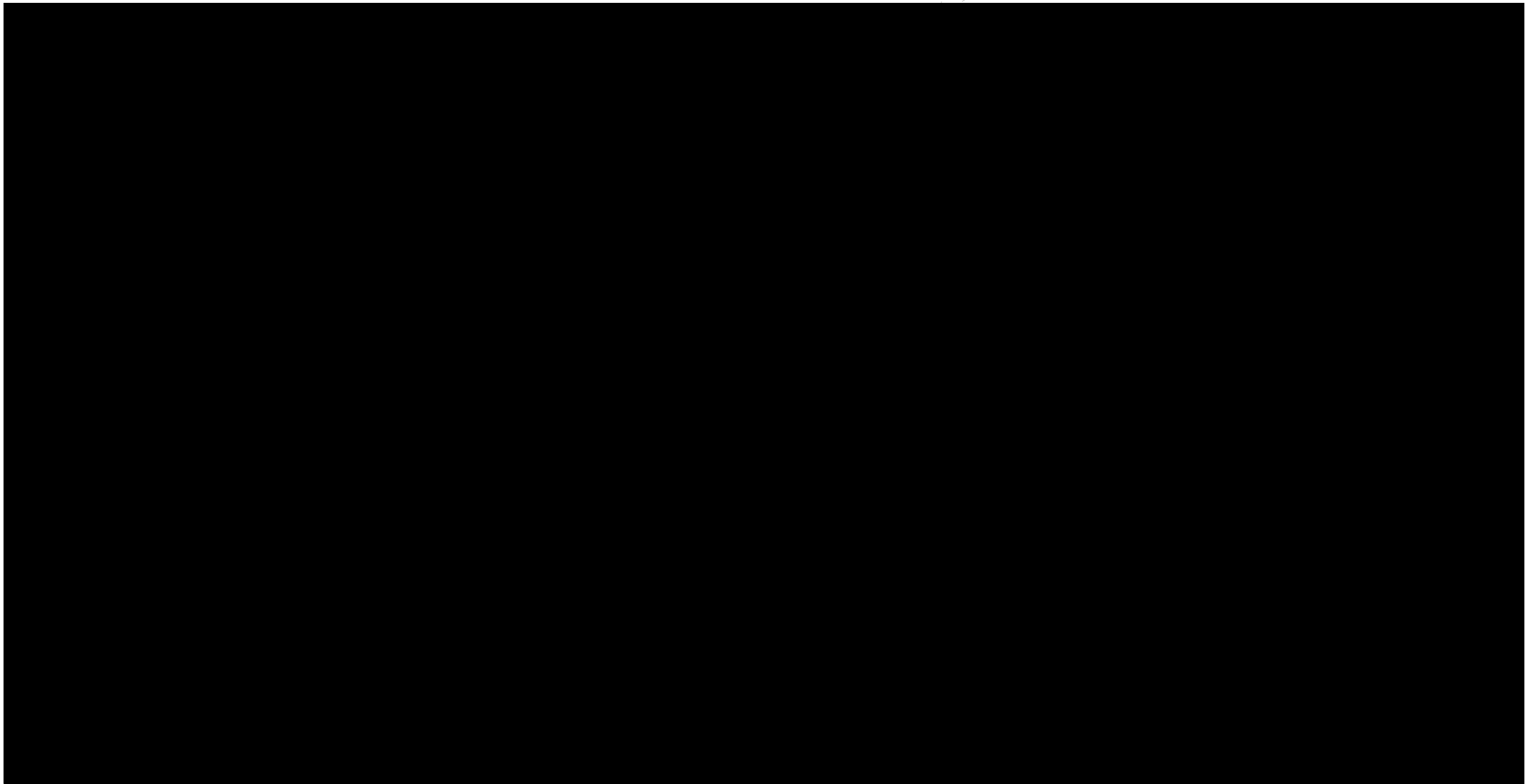
**SCHEDULE E8**

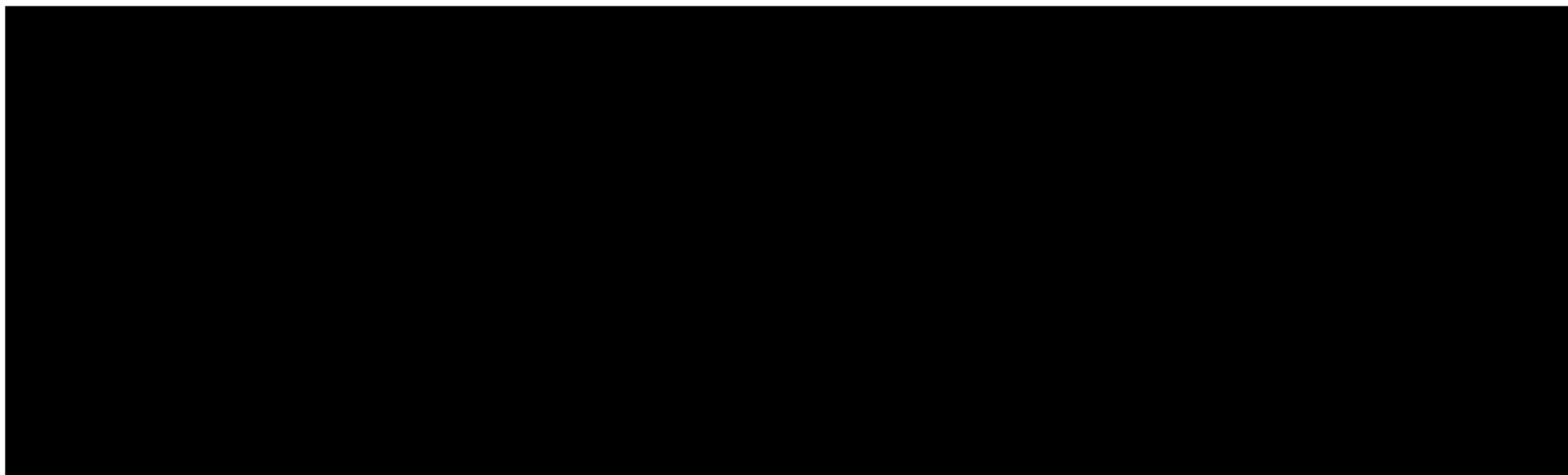
**Financial Reporting Information**

(Clauses 1.1 and 10.1(e))









## **PART F – ELECTRONIC FILES**

## **SCHEDULE F1**

### **Electronic Files**

(Clause 1.7)

This Schedule F1 consists of the documents and information set out in the attached table and which are included in this Schedule F1 as an electronic file.