



Deed of Variation for the Five Dock overhead power relocation Works

Sydney Metro

ABN 12 354 063 515

Quickway Constructions Pty Ltd

ABN 80 123 146 449

In relation to the Minor Works Contract for the Sydney Metro West –
Power Enabling Works Construct Only Package (SM 00013/11851)

OFFICIAL

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BETWEEN:

- (1) **Sydney Metro** ABN 12 354 063 515, a NSW 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) **Quickway Constructions Pty Ltd** (ABN 80 123 146 449) of Unit 40, 2 Slough Avenue, Silverwater NSW 2128 (**Contractor**).

RECITALS:

- (A) The Principal and the Contractor are parties to the Principal Document.
- (B) The Principal wishes to vary the scope of work under the Principal Document to include the Five Dock overhead power relocation Works.
- (C) The Contractor wishes to carry out and complete the Five Dock overhead power relocation Works under the Principal Document.
- (D) This document sets out the terms on which the parties have agreed to vary the scope of work under the Principal Document to include the Five Dock overhead power relocation Works.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

Authorisation means:

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

including any renewal or amendment.

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

Effective Date means the date of execution of this document.

General Conditions means clauses 1 to 20 of the Principal Document.

Government Agency means:

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

Principal Document means the deed titled "Minor Works Contract – Construct Only – SM 00013/11851 – Sydney Metro West – Power Enabling Works Construct Only Package" between the Principal and the Contractor dated 17 February 2021.

Five Dock overhead power relocation Works means the works described in Schedule 1.

1.2 **Terms defined in the Principal Document**

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

1.3 **Rules for interpreting this document**

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

1.4 **Inconsistencies**

If there is any ambiguity, inconsistency, discrepancy or conflict between this document and any term of the Principal Document, this document will prevail but only to the extent of the ambiguity, inconsistency, discrepancy or conflict.

1.5 **Electronic files**

Where this document states that a part of this document is included as an electronic file, such electronic files are contained in the disc or USB drive included in Schedule 12.

2. **CONSIDERATION**

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

3. **VARIATION TO THE SCOPE OF WORKS**

On and from the Effective Date the Works and the Contractor's Activities are varied to include the Five Dock overhead power relocation Works.

4. **ADJUSTMENT TO THE CONTRACT SUM**

- (a) On and from the Effective Date the Contract Sum is increased by [REDACTED] (excluding GST).
- (b) The increase to the Contract Sum stated in clause 4(a) is the Contractor's sole monetary entitlement in respect of the variation contemplated by this document and is inclusive of all overheads and profit.

5. **AMENDMENTS TO THE PRINCIPAL DOCUMENT**

On and from the Effective Date:

- (a) the General Conditions are amended in the manner shown in Schedule 2;
- (b) the Contract Particulars are amended in the manner shown in Schedule 3;
- (c) Schedule 5 (Third Party Agreement Responsibility Allocations) of the Principal Document is amended in the manner shown in Schedule 4;
- (d) Schedule 10 (Sites) of the Principal Document is amended in the manner shown in Schedule 5;
- (e) Exhibit F (Information Documents) of the Principal Document is amended to include reference to the additional Information Documents listed in Schedule 6;
- (f) Exhibit H (Contractor's Schedules) of the Principal Document is amended to include the new parts E, F and G contained Schedule 7;
- (g) Exhibit I (Site Access Plan) of the Principal Document is amended to include the plan contained in Schedule 8;
- (h) Exhibit K (Reports) of the Principal Document is amended to include reference to the additional Reports listed in Schedule 9;
- (i) Exhibit L (Third Party Agreements) of the Principal Document is amended as set out in the manner shown in Schedule 10; and
- (j) Exhibit M (Services Brief) of the Principal Document is amended to include the documents contained in Schedule 11.

6. **UNCONDITIONAL UNDERTAKINGS**

- (a) Within 10 Business Days after the Effective Date and as a pre-condition to the commencement of construction of any part of the Five Dock overhead power relocation Works, the Contractor must

provide the Principal's Representative with two unconditional undertakings each for an amount equal to [REDACTED] of the amount stated in clause 4(a) and each in a form acceptable to the Principal.

(b) The parties agree that:

- (i) the unconditional undertakings referred to in clause 6(a) are provided by the Contractor for the purpose of ensuring the due and proper performance by the Contractor of its obligations under the Principal Document (as amended by this document); and
- (ii) their respective rights, obligations and remedies in relation to the unconditional undertakings referred to in clause 6(a) will be as set out in clause 2.5 of the Principal Document (as amended by this document).

7. **CONTRACTOR'S PROGRAM**

- (a) Within 10 Business Days after the Effective Date, the Contractor must provide a program for the performance of the Five Dock overhead power relocation Works for approval by the Principal's Representative.
- (b) After the program has been approved by the Principal's Representative it will become the Contractor's program for the purpose of the Principal Document.

8. **CONFIRMATION OF THE PRINCIPAL DOCUMENT**

- (a) This document does not affect any right or obligation of either party that arises before the Effective Date.
- (b) Except as expressly varied or amended by this document, no changes to the Principal Document are to be inferred or implied, and in all other respects the Principal Document is confirmed and remains in full force and effect.

9. **REPRESENTATIONS AND WARRANTIES**

9.1 **Representations and warranties of Contractor**

The Contractor represents and warrants for the benefit of the Principal that:

- (a) **(status)** it is a company incorporated in Australia under the Corporations Act;
- (b) **(power)** it has full legal capacity and power to:
 - (i) own its property and to carry on its business; and
 - (ii) enter into this document and to carry out the transactions that it contemplates;
- (c) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;
- (d) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:
 - (i) enable it to properly execute this document and to carry out the transactions that it contemplates;
 - (ii) ensure that this document is legal, valid, binding and admissible in evidence; or
 - (iii) enable it to properly carry on its business as it is now being conducted,and it is complying with any conditions to which any of these Authorisations is subject;
- (e) **(document effective)** this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (f) **(no contravention)** neither its execution of this document, nor the carrying out by it of the transactions that this document contemplates, does or will:

- (i) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
- (ii) contravene any Authorisation;
- (iii) contravene any agreement binding on it or any of its property; or
- (iv) contravene its constitution or the powers or duties of its directors;
- (g) **(commercial benefit)** the execution by it of this document, and the carrying out by it of the transactions that this document contemplates, is for its corporate benefit and in its commercial interests; and
- (h) **(solvency)** there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable.

9.2 **Reliance on representations and warranties**

The Contractor acknowledges that the Principal has executed this document and agreed to take part in the transactions that it contemplates in reliance on the representations and warranties in this clause 9.

10. **CONFIDENTIALITY AND PERMITTED DISCLOSURE**

The parties acknowledge and agree that clause 16.2 of the Principal Document (other than clauses 16.2(c) and 16.2(d)) applies to this document as if set out in full herein.

11. **GENERAL**

11.1 **Governing law**

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

11.2 **Liability for expenses**

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

11.3 **Giving effect to this document**

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

11.4 **Operation of this document**

- (a) Subject to clause 11.4(b), this document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

11.5 **Exclusion of contrary legislation**

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

11.6 **Amendment**

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

11.7 **Assignment**

Clause 16.5 of the Principal Document applies to this document as if set out in full herein.

11.8 **Counterparts**

- (a) This document may be executed and exchanged:
 - (i) in counterparts; and
 - (ii) electronically by any method of electronic signature the party uses, or by exchanging electronic copies of original signatures on this document.
- (b) This document is not binding upon a party until all executed counterparts have been exchanged.
- (c) The delivery of a counterpart by email attachment constitutes an effective mode of delivery. The party effecting exchange by email must send to the other party the original executed counterpart as soon as practicable after the time of exchange.

Schedule 1 - Scope of the Five Dock overhead power relocation Works

The Five Dock overhead power relocation Works are described in Section 2.1 of the Services Brief contained in Schedule 11.

Schedule 2 - Amendments to the General Conditions



MINOR WORKS CONTRACT – CONSTRUCT ONLY SM 00013/11851

Sydney Metro West

Power Enabling Works Construct Only Package

Between

Sydney Metro

ABN 12 354 063 515

and

Quickway Constructions Pty Ltd

ABN 80 123 146 449

Level 43, 680 George Street

Sydney NSW 2000



Minor Works Contract No. SM 00013/11851

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EXHIBIT L – THIRD PARTY AGREEMENTS

EXHIBIT M – SERVICES BRIEF

MINOR WORKS CONTRACT – GENERAL CONDITIONS

This Contract is between the Principal and the Contractor described in the Contract Particulars.

GENERAL CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract:

"Ausgrid" means The Trustee for Blue OP Partner Trust & Others ABN 78 508 211 731 trading as Ausgrid.

"Ausgrid Changes" has the meaning given in clause 2.11.

[REDACTED]

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

"Authority Approval" means any licence, permit, consent, approval, determination, certificate or permission which must be obtained to carry out the Contractor's Activities (including any condition or requirement under them).

"Baseline Conditions" means the indicative conditions of the Project Planning Approval set out in Schedule 12.

"Baseline Mitigation Measures" means the indicative mitigation measures and performance outcomes set out in Schedule 12.

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

"Building Code" means the Building Code issued under section 34(1) of the BCIIP Act, being the document titled 'Code for the Tendering and Performance of Building Work'.

"Business Day" means any day other than:

(a) a Saturday, Sunday or public holiday in New South Wales, or

(b) 27, 28, 29, 30 or 31 December.

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

"Certificate of Completion" means a notice issued under clause 12.1 by the Principal's Representative stating that Completion of the Works or a Portion has been achieved.

"Certified Contaminated Land Consultant" means the Key Person specified as such in the Contract Particulars, or any replacement in accordance with clause 2.1(d), who must hold current certification in accordance with the NSW EPA Contaminated Land Consultant Certification Policy.

[REDACTED]

"Claim" means claim for any monies or for an adjustment to the Contract Sum or for any extension of time for Completion or for any costs, expense, loss or damage on any basis whatsoever including, without limitation, any claim pursuant to contract, in tort (including negligence), on a quantum meruit, pursuant to quasi contract, for unjust enrichment or pursuant to any other principle of law or equity.

"Completion" is the stage when:

- (a) the Works are capable of use for their intended purpose;
- (b) the Works are complete in accordance with the Contract and minor Defects that can be rectified without prejudicing the convenient intended use of the Works;
- (c) the Site and its surroundings have been made good; and
- (d) the pre-conditions set out in the Contract Particulars have been satisfied.

"Constructability Issues" means an issue in the Principal's Design Documentation that will result in:

- (a) construction of the Works or the Temporary Works in accordance with the Principal's Design Documentation not being feasible (including not being feasible within the timeframe required by this Contract); or
- (b) the Works or the Temporary Works as specified in the Principal's Design Documentation not being constructible in a safe manner.

"Construction Environmental Management Plan" means the plan of that name required to be developed, implemented and maintained by the Contractor in accordance with the Services Brief.

"Contamination" means the presence in, on or under land or any other aspect of the environment of a substance, gas, chemical, liquid or other matter (whether occurring naturally or otherwise) which is at a concentration above the concentration at which the substance (whether occurring naturally or otherwise) is normally present in, on or under land or any other aspect of the environment in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment.

"Contract" means the contractual relationship between the Principal and the Contractor constituted by:

- (a) these General Conditions and the Schedules and Exhibits to the General Conditions (other than Exhibit F and Exhibit K); and
- (b) the additional Contract documents, if any referred to in the Contract Particulars.

"Contract Particulars" means the particulars in Schedule 1.

"Contract Sum" means the amount set out in the Contract Particulars, as may be varied from time to time in accordance with the Contract.

"Contractor's Activities" means all things or tasks that the Contractor is required to do to comply with the obligations under this Contract.

"Contractor's Representative" is the person described in the Contract Particulars who is nominated by the Contractor to act with the Contractor's authority in respect of all matters relating to this Contract.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Date for Completion" means the date shown in the Contract Particulars or that date as adjusted in accordance with this Contract.

"Date of Completion" means the date certified by the Principal's Representative as being the date when Completion was achieved.

"Deed of Licence" means the deed of licence between Newcastle Port Corporation trading as Port Authority of New South Wales and Sydney Metro for Part Lot 10 DP1170710 and Lot 2 DP879549.

"Defect" means any:

- (a) defect, deficiency, fault, error or omission in the Works or the Contractor's Activities; or
- (b) other aspect of the Works or Contractor's Activities that is not in accordance with the requirements of the Contract, including non-compliances, non-conformances and non-conformities.

"Defects Liability Period" means the period stated in the Contract Particulars commencing from the Date of Completion, as extended by clause 8.

"Environmental Mitigation Measures" means the Baseline Mitigation Measures or any revised environmental mitigation measures in respect of the Project Planning Approval.

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

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

"Excepted Risk" means:

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

in each case occurring within Australia.

"Final Certificate" means the Final Certificate issued under clause 11.5.

"Final Payment Claim" means the Final Payment Claim issued under clause 11.5.

"Force Majeure Event" means:

- (a) an Excepted Risk;
- (b) an earthquake;
- (c) a flood which might at the date of this Contract be expected to occur less frequently than once every 100 years; or
- (d) a fire or explosion resulting from any event referred to in paragraphs (a) – (c) above.

"Heavy Vehicle National Law" means the *Heavy Vehicle National Law (NSW) Act 2013* (No 42a) and associated regulations.

"Information Documents" means any document, information and material in any format or medium including any electronic form provided to the Contractor in respect of the Works unless that document, information or material is expressly identified as forming part of this Contract and includes:

- (a) the documents referred to in Exhibit F; and
- (b) the Reports.

"Interface Contractor" means any contractor (other than the Contractor and its subcontractors) carrying out work on the Site including any person identified by the Principal's Representative as an Interface Contractor that is carrying out, or will carry out, Interface Work.

"Interface Work" means the works, operations, services, supplies and/or maintenance to be executed by Interface Contractors, which will interface with or affect or be affected by the Contractor's Activities.

"Jemena" means Jemena Gas Networks (NSW) Ltd.

[REDACTED]

"Key People" means the person(s) specified in the Contract Particulars who are engaged by the Contractor under clause 2.1(c).

"Law" means:

- (a) all Commonwealth, New South Wales or local government legislation including any regulations, ordinances, instruments, codes, requirements, by-laws, orders, proclamations and other subordinate legislation;
- (b) common law; and
- (c) Authority Approvals and the lawful requirements of any person acting in the exercise of statutory powers enabling them to give directions affecting the Contractor's Activities.

"Material Adverse Planning Effect" means a material adverse effect arising from the requirements or conditions of the Project Planning Approval on:

the ability of the Contractor to comply with its obligations under this Contract;

- (a) the Principal's rights and/or obligations under this Contract; or
- (b) the objectives for the Project as contemplated in this Contract.

"Monument" has the meaning given to that term in the *Surveying and Spatial Information Regulation 2017* (NSW).

"Native Title Claim" means any application made pursuant to the *Native Title Act 1993* (Cth) or the *Native Title (New South Wales) Act 1994* (NSW).

"Nominated Subcontractor" means a subcontractor identified in the Contract Particulars to whom the Contractor must subcontract the Nominated Subcontract Work

"Nominated Subcontract Work" means the certain work or the supply of the certain items that must be subcontracted to a Nominated Subcontractor.

"Notice of Claim" has the meaning given in clause 10.5 .

"Notice to Proceed" has the meaning given in clause 10.3A.

"NSW Guidelines" has the meaning given in clause 20.1.

"NSW Trains" means the corporation by that name constituted by section 37 of the *Transport Administration Act 1988* (NSW).

"Option" means an option referred to in Schedule 6.

"Other Telecommunications Provider" means each of:

- (a) NBN Co;
- (b) Optus;
- (c) Vocus;
- (d) Uecomm; and

(e) TPG.

"PDCS" means the Principal's project document collaboration system, being Teambinder (or such other project document collaboration system as notified by the Principal to the Contractor from time to time).

"Port Authority of NSW" means Newcastle Port Corporation trading as Port Authority of New South Wales.

"Portion" means a portion of the Works as described in the Contract Particulars or created pursuant to clause 10.3(b).

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

"PPS Law" means:

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

"Principal Contractor" means the person nominated in the Contract Particulars and has the same meaning as "principal contractor" in the WHS Legislation.

"Principal" means Sydney Metro.

"Principal's Design Documentation" means the design documentation set out in the Services Brief, including any updates issued by the Principal to the Contractor.

"Principal's Representative" is the person named in the Contract Particulars or any other person notified in writing by the Principal to the Contractor as the Principal's Representative.

"Prohibited Subcontractor" means:

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

"Project" means the project or projects stated in the Contract Particulars in respect of which the Works are provided.

"Project Planning Approval" means:

- (a) the relevant approval in relation to the Project Planning Approval Application, once granted by the Minister for Planning under the EP&A Act; and
- (b) includes all:

- (i) conditions to such approvals; and
- (ii) documents incorporated by reference, as modified from time to time.

"Project Planning Approval Application" means the:

- (a) application for approval under Part 5 of the EP&A Act in respect of Sydney Metro West – Stage 1 submitted by the Principal to the Minister for Planning and Public Spaces in April 2020, as amended by the amendment report to be lodged by the Principal in November 2020; and
- (b) application for approval under Part 5 of the EP&A Act in respect of Sydney Metro West – Pre cast facility to be determined by the Principal in accordance with Section 5.5 of the EP&A Act.

"Project Work Health and Safety Management Plan" means the Project Work Health and Safety management plan prepared by the Contractor which must:

- (a) set out in adequate detail the procedures the Contractor will implement to manage the Contractor's Activities from a work health and safety perspective;
- (b) describe how the Contractor proposes to ensure the Contractor's Activities are performed consistently with Law in relation to work health and safety, including WHS Legislation and Heavy Vehicle National Law; and
- (c) where the Contractor has been appointed as principal contractor, comply with the specific requirements of Part 6.4 of the *Work Health and Safety Regulations 2017*(NSW) in relation to the matters that a WHS management plan must include.

"PSMP" means the Sydney Metro Program Safety Management Plan, as amended from time to time.

"Provisional Sum Work" means the work detailed in the Contract Particulars.

"Public Road" has the meaning given in *Roads Act 1993* (NSW).

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

"Reliance Letter" means the deed poll from the Utilities Investigation Contractor in favour of the Contractor to be procured by Sydney Metro in accordance with clause 3.4A, a form of which is set out in Schedule 13.

"Report" means each report referred to in the Contract Particulars.

"Reviewable Deliverable" means:

- (a) any project plan required under this Contract;
- (b) any other deliverable specified as reviewable in the Services Brief; and
- (c) any other deliverable identified as such by the Principal from time to time.

"Safe Work Method Statement" has the meaning given in the *Work Health and Safety Regulation 2017* (NSW).

"SafeWork NSW" means the NSW Government work health and safety regulator of that name.

"Security Interest" has the meaning given to that term in clause 16.6(a).

"Senior Management Representative" is the person nominated by the Contractor in writing to the Principal in accordance with clause 2.7(a)(v).

"Services Brief" means the document at Exhibit M of this Contract and includes the Principal's Design Documentation.

"Site" means the land or other places made available for the performance of the Works and "a Site" means any discrete part of the Site.

"Site Access Plan" means the Site Access Plan contained in Exhibit I.

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

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

"Survey Certificate" has the meaning given to that term in the *Surveying and Spatial Information Regulation 2017* (NSW).

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

"Sydney Trains" means the corporation by that name constituted by section 36 of the *Transport Administration Act 1988* (NSW).

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

"Telstra" means Telstra Corporation Limited.

[REDACTED]

"Temporary Works" means works used in the execution of the Works but not forming part of the Works.

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

"Third Party Agreement" means an agreement which appears or is listed in in Exhibit L.

"Transport Management Centre" means the NSW Transport Management Centre responsible for monitoring and managing the New South Wales road network.

[REDACTED]

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"Unforeseeable PA Conditions" are requirements and conditions of:

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

and which have a Material Adverse Planning Effect.

"Utilities Investigation Contractor" means RPS Australia East Pty Ltd ABN 44 140 292 762.

"Valuable Finds" has the meaning given in clause 3.7(a).

"Variation" means:

- (a) any addition or increase to, or decrease, omission or deletion from, the Works or the Temporary Works;
- (b) any change to the character or quality, or demolition or removal, of any material or work; or
- (c) any change to the levels, lines, positions or dimensions of any part of the Works or the Temporary Works,
- (d) but it excludes any changes to the Works or Temporary Works that are required due to the exercise of an Option by the Principal's Representative under clause 6.6.

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

"Waste Classification Guidelines" means the Waste Classification Guidelines, Part 1: Classifying Waste (NSW EPA, 2014).

"WHS Guidelines" means the New South Wales Government Work Health and Safety Management Guidelines (6th Edition) (December 2019) or any document issued from time to time which amends or substitutes this document.

"WHS Legislation" means the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2017 (NSW).

"worker" has the same meaning as in the Work Health and Safety Act 2011 (NSW).

"Works" means the whole of the physical works to be carried out and completed in accordance with the Contract (other than the Temporary Works), including any changes required as a result of the exercise of an Option by the Principal's Representative under

clause 6.6 or due to Variations provided for by the Contract, as generally described in the Contract Particulars.

1.2 Interpretation

In this Contract, unless the Contract otherwise requires:

- (a) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (b) any references to standards, codes, guidelines or other similar documents, including Standards Australia publications, must be read as a reference to the version of the particular document current at the date of the Contract;
- (c) for the purposes of clauses 10.4, 10.5, 10.5A, 10.5B, 10.5C and 10.6:
 - (i) any extension of time to any Date for Completion stated in days; or
 - (ii) any reference to "day";will include only those days indicated in the Contract Particulars, or otherwise approved by the Principal's Representative, as working days; and
- (d) any reference to "intended use" or "intended purpose" (or any similar expression) will be read as referring to the intended use or intended purpose having regard to any intended use or intended purpose stated in, contemplated by or ascertainable from the terms of this Contract and any other documents provided by the Principal to the Contractor under or pursuant to this Contract.

1.3 Authorities

- (a) This Contract will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Principal to exercise any of its functions and powers pursuant to any legislation.
- (b) Without limiting clause 1.3(a), anything the Principal does, or fails to do or purport to do, pursuant to its functions and powers under any legislation, will be deemed not to be an act or omission by the Principal under this Contract.

2. CONTRACTOR'S OBLIGATIONS

2.1 General

The Contractor must:

- (a) perform the Contractor's Activities and deliver the Works in accordance with the Contract;
- (b) exercise reasonable skill, care and diligence in the performance of the Contractor's Activities;
- (c) employ the Key People, including the Contractor's Representative, in the performance of the Contractor's Activities;
- (d) if any of the Key People:
 - (i) dies;
 - (ii) becomes unable to continue in their positions due to illness; or

- (iii) resigns from the employment of the Contractor (other than to accept other employment with the Contractor or any Related Body Corporate of the Contractor);

promptly notify the Principal's Representative and replace those Key People with personnel:

- (iv) of at least equivalent experience, ability, knowledge and expertise; and
 - (v) who have been approved by the Principal's Representative;
- (e) commence and progress the Contractor's Activities expeditiously and in accordance with any directions of the Principal's Representative and achieve Completion by the Date for Completion;
 - (f) use all reasonable efforts to inform itself of the requirements of the Principal and regularly consult with the Principal and the Principal's Representative during the performance of the Contractor's Activities; and
 - (g) liaise, cooperate and confer with others as directed by the Principal's Representative.

2.2 Subcontracting and Assignment

- (a) The Contractor must:
 - (i) not enter into any subcontract with a Prohibited Subcontractor; and
 - (ii) not assign or subcontract any part of the Contractor's Activities without the prior written approval of the Principal's Representative.
- (b) An approval given by the Principal's Representative permitting the Contractor to subcontract any part of the Contractor's Activities does not relieve the Contractor from its obligations and liabilities pursuant to the Contract.
- (c) If the Contract Particulars specify that Nominated Subcontract Work is required, the Contractor must subcontract the Nominated Subcontract Work to the identified Nominated Subcontractor. The Contractor must proceed promptly to do so and must notify the Principal's Representative in writing as soon as the subcontract has been entered into. The Contractor will not be relieved of its obligations and liabilities under the Contract as a result of the requirement to engage a Nominated Subcontractor.
- (d) If required by the Principal's Representative the Contractor must procure that a subcontractor sign the Deed Poll in Schedule 8 and provide an original of this to the Principal's Representative.

2.3 Interface Contractors

The Contractor acknowledges and agrees that:

- (a) the co-ordination of each Interface Contractor to complete the Interface Work forms part of the Contractor's Activities;
- (b) each Interface Contractor will be executing work on parts of the Site at the same time as the Contractor is performing the Works;
- (c) any delay in the performance of the Contractor's Activities as a result of work by an Interface Contractor will not form the basis for an extension of time or claim for additional costs; and

- (d) the Contractor must indemnify the Principal against all claims, costs, losses or damages the Principal may suffer or incur arising out of or in connection with the management of each Interface Contractor and co-ordination of the Interface Work with the Contractor's Activities.

The Contractor agrees that at all times it will:

- (e) permit each Interface Contractor to execute the Interface Work on the applicable parts of the Site (and areas adjoining the Site, including access ways) at the same time as the Contractor is performing the Contractor's Activities at the times agreed with the Interface Contractor, or failing agreement at the times determined by the Principal's Representative;
- (f) provide safe and clear access to those parts of the Site (and areas adjoining the Site, including access ways) required by each Interface Contractor for the purpose of carrying out their Interface Work(s) and fully co-operate with each Interface Contractor to facilitate the execution of work by each Interface Contractor;
- (g) coordinate the interface between the Contractor's Activities and the Interface Works, including planning for the use of, and access to the Sites by the Interface Contractors;
- (h) provide each Interface Contractor with a copy of the Contractor's program and to coordinate the Contractor's Activities with the work to be carried out by each Interface Contractor and to make proper allowance in all programs for the work of each Interface Contractor;
- (i) perform the Contractor's Activities so as to minimise any interference with or disruption or delay to the work of each Interface Contractor;
- (j) attend coordination meetings chaired by the Principal with each Interface Contractor and others at times to be advised by the Principal's Representative;
- (k) provide the Principal's Representative with at least 15 Business Days' notice of when information is required from each Interface Contractor;
- (l) when any information is requested by the Principal's Representative on behalf of each Interface Contractor, provide the information to the Principal's Representative within the time requested by the Principal's Representative; and
- (m) promptly advise the Principal's Representative of all matters arising out of the liaison with each Interface Contractor that may involve a change to design, construction work or sequence or otherwise have an adverse effect upon the Contractor's Activities.

2.4 Statutory Requirements

- (a) Without limiting clause 2.4(c) , the Contractor must comply with, and ensure that the Contractor's Activities and the Works comply with all requirements of Law.
- (b) Subject to clause 2.4(e) , the Contractor must give the notices and pay the fees necessary to comply with the requirements referred to in clause 2.4(a).
- (c) The Contractor must obtain all Authority Approvals except for those:
 - (i) for which the Principal's Representative gives written notice to the Contractor that the Authority Approval will be; or
 - (ii) identified in the Contract Particulars as to be,

[illegible]

■ [REDACTED]
[REDACTED]
[REDACTED]

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

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

2.5 Security and Performance Undertakings

- (a) Security is to be provided by the Contractor for the purpose of ensuring the due and proper performance of the Contract.
- (b) If it is stated in the Contract Particulars that the Contractor will provide security then the Contractor must provide the security in the amount stated in the Contract Particulars.
- (c) Security may be in the form of:
 - (i) cash retention from progress payments; or
 - (ii) unconditional undertakings in a form acceptable to the Principal, as specified in the Contract Particulars.
- (d) Should unconditional undertakings be required under clause 2.5(c), these undertakings must be provided to the Principal prior to the commencement of the Works on the Site, duly executed in favour of the Principal and which are, where required, duly stamped.
- (e) Within 28 days of the latter of:
 - (i) when Completion has been achieved in respect of both Portions 1 and 2; or
 - (ii) a written request by the Contractor to do so,

the Principal's entitlement to security in respect of Portions 1 and 2 will be reduced by [REDACTED] and where it is holding a cash retention the Principal must pay to the Contractor the balance of the cash retention in respect of Portions 1 and 2 then held by the Principal that exceeds [REDACTED]
- (ea) Within 28 days of the latter of:
 - (i) the Date of Completion of Portion 3; or
 - (ii) a written request by the Contractor to do so,

the Principal's entitlement to security in respect of Portion 3 will be reduced by [REDACTED] and where it is holding a cash retention the Principal must pay to the Contractor the balance of the cash retention in respect of Portion 3 then held by the Principal that exceeds [REDACTED]

- (eb) Within 14 days of the latter of:
- (i) the expiry of the last Defects Liability Period in respect of Portions 1 and 2; or
 - (ii) a written request by the Contractor to do so,
- the Principal must release the balance of the security in respect of Portions 1 and 2 then held by the Principal.
- (ec) Within 28 days of the latter of:
- (i) the Date of Completion of Portion 4A; or
 - (ii) a written request by the Contractor to do so,
- the Principal's entitlement to security in respect of Portion 4A will be reduced by [REDACTED] and where it is holding a cash retention the Principal must pay to the Contractor the balance of the cash retention in respect of Portion 4A then held by the Principal that exceeds [REDACTED]
- (ed) Within 14 days of the latter of:
- (i) the expiry of the last Defects Liability Period in respect of Portions 3; or
 - (ii) a written request by the Contractor to do so,
- the Principal must release the balance of the security in respect of Portions 3 then held by the Principal.
- (f) Within 14 days of the latter of:
- (i) issue of the Final Certificate; or
 - (ii) a written request by the Contractor to do so,
- the Principal must release the balance of the security then held by the Principal.
- (g) The Principal:
- (i) may have recourse to security provided under this clause 2.5 at any time;
 - (ii) is not obliged to pay the Contractor interest on:
 - A. any security; or
 - B. the proceeds of any unconditional undertaking if it is converted into cash; and
 - (iii) does not hold the proceeds referred to in clause 2.5(g)(ii)B on trust for the Contractor.
- (h) The Contractor must not take any steps to injunct or otherwise restrain:
- (i) any issuer of any unconditional undertaking provided under this clause 2.5 from paying the Principal pursuant to the unconditional undertaking;
 - (ii) the Principal from taking any steps for the purposes of making a demand under any unconditional undertaking provided under this

clause 2.5 or receiving payment under any such unconditional undertaking; or

- (iii) the Principal using the money received under any unconditional undertaking provided under this clause 2.5.
- (i) Despite any other provision of this Contract to the contrary, where this Contract may otherwise require the Principal to release any security, or this Contract is terminated by the Principal either pursuant to clause 14 by reason of the Contractor repudiating this Contract, the Principal may continue to hold the security after the date for its release or the termination of this Contract to the extent of any claim which the Principal may have against the Contractor arising out of, or in connection with, this Contract or the Contractor's Activities whether for damages (including liquidated damages) or otherwise.

2.6 Industrial Relations

The Contractor and its subcontractors must adhere to all work site-specific industrial and employee relations requirements. The Contractor acknowledges and has allowed for in the Contract Sum all the costs and expenses involved with complying with all relevant law in relation to industrial and employee relations awards, memoranda of understanding, enterprise and industrial agreements and site-specific agreements/awards.

Where the Contractor is specified in the Contract Particulars as being responsible for payment of the long service leave levy, then, before commencing any construction work under this Contract (including any construction of Temporary Works), the Contractor must:

- (a) pay to the Long Service Corporation or that body's agent all amounts payable for the long service levy in respect of the Contractor's Activities under the *Building and Construction Industry Long Service Payments Act 1986* (NSW); and
- (b) produce to the Principal's Representative the documents evidencing payment of the amounts referred to in clause 2.6(a).

2.7 General WHS Requirements

- (a) The Contractor must comply with the WHS Guidelines and must:
 - (i) continuously promote a safer, healthier, more productive workplace;
 - (ii) provide strong leadership and promote safety as a core value, establishing and enforcing high standards of performance and ensuring relevant expertise is available;
 - (iii) ensure open and effective consultation and further mutual trust with the Principal, providing timely responses to safety issues and concerns;
 - (iv) develop a Project Work Health and Safety Management Plan that complies with the requirements of the PSMP. The Services Brief contains more details about this requirement; and
 - (v) identify and advise the Principal who is the Senior Management Representative responsible for complying with the Contractor's WHS requirements set out in the Contract, including the Services Brief. The Services Brief contains more details about the requirement to appoint a Senior Management Representative.
- (b) Safety Risk Management

The Contractor must manage risks in accordance with the WHS Legislation and the Heavy Vehicle National Law and the PSMP.

(c) Personnel management

The Contractor must:

- (i) prior to appointing any subcontractor, assess the work health and safety management capability of such subcontractor and institute systems to obtain regular written assurances from all subcontractors about their ongoing compliance with the WHS Legislation and Heavy Vehicle National Law;
- (ii) prior to performing the Contractor's Activities on any site of the Project, ensure that any induction or training by subcontractor workers, required by the Principal, has been undertaken;
- (iii) comply with, and procure that any subcontractor complies with, any reasonable directions issued by the Principal's Representative in relation to work, health and safety;
- (iv) provide written assurances from each subcontractor and its workers about the subcontractor's and its workers' ongoing compliance with the WHS Legislation, Heavy Vehicle National Law to the Principal; and
- (v) ensure its subcontracts include provisions equivalent to the obligations of the Contractor in this clause and any other provisions of this Contract concerning work health and safety matters (not including principal contractor duties).

2.8 WHS Legislation and Principal Contractor

- (a) In this clause 2.8 the terms 'construction project', 'construction work' and 'workplace' have the same meanings assigned to those terms under the WHS Legislation.
- (b) Without limiting the Contractor's obligations under any other provision of this Contract to the extent the Contractor's Activities includes construction work in respect of which the WHS Legislation requires that a principal contractor be engaged and the Contractor is specified in the Contract Particulars as being the principal contractor:
 - (i) the Principal:
 - A. engages the Contractor as principal contractor in respect of the construction project of which the construction work forms a part under clause 293 of the Work Health and Safety Act 2011 (NSW); and
 - B. authorises the Contractor to have management and control of each workplace at which such construction work is to be carried out and to discharge the duties of a principal contractor under the WHS Legislation;
 - (ii) the Contractor accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor by the WHS Legislation;
 - (iii) the Contractor's engagement and authorisation as principal contractor will continue:

- A. until the Date of Completion of the last Portion to achieve Completion; and
- B. while ever any rectification work that is "construction work" (as that term is defined under the WHS Legislation) is carried out during the Defects Liability Period,

unless sooner revoked by the Principal terminating the Contract pursuant to any provision of the Contract or according to law; and

- (iv) as a condition precedent to access to any Site, the Contractor must prepare and submit to the Principal's Representative a Project Work Health and Safety Management Plan which has not been rejected within 15 Business Days after submission to the Principal's Representative.
- (c) No comment upon nor any review, acceptance or approval of the Project Work Health and Safety Management Plan by the Principal's Representative will affect any warranty or guarantee given by the Contractor or relieve the Contractor of any of its liabilities or obligations under the Contract.
- (d) Without limiting its obligations and whether or not the Contractor has been engaged as the principal contractor, the Contractor must:
 - (i) comply with and ensure that each of its workers, officers and the Contractor's subcontractors and their workers engaged in the performance of the Contractor's Activities comply with the WHS Legislation (including its obligation under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter), the Heavy Vehicle National Law, the PSMP and the WHS Guidelines as a minimum;
 - (ii) if requested by the Principal's Representative or required by WHS Legislation or Heavy Vehicle National Law demonstrate compliance with the WHS Legislation or Heavy Vehicle National Law, including providing to the Principal evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety matters;
 - (iii) notify the Principal's Representative immediately (and in any event within 12 hours of such matter arising) of all work health, safety and rehabilitation matters arising out of, or in any way in connection with, the Contractor's Activities;
 - (iv) provide the Principal with all information and documents the Principal requests, and consult with the Principal as requested, so that the Principal may comply with its duties under the WHS Legislation and Heavy Vehicle National Law. This includes creating any document the Principal may request; and
 - (v) ensure that it does not do anything or fail to do anything that would cause the Principal to be in breach of the WHS Legislation or Heavy Vehicle National Law.
- (e) The Contractor acknowledges that where it is not named as the principal contractor in the Contract Particulars:
 - (i) the party specified in the Contract Particulars will be the principal contractor in respect of all construction work carried out by or on behalf of the Principal on the Site during the Works;

- (ii) it must comply with any requirement of the principal contractor referred to in clause 2.8(e)(i) which is necessary to enable the principal contractor to discharge the duties imposed on a principal contractor by the WHS Legislation; and
- (iii) the Contractor must submit to the Principal's Representative a Safe Work
- (iv) Method Statement which has been reviewed by the principal contractor and which complies with the WHS Legislation, applicable Codes of Practice and Australian Standards and WHS Guidelines for any activity that involves significant risk before that activity commences.
- (f) To the extent not prohibited by law, the Contractor must indemnify the Principal against any damage, expense, loss or liability suffered or incurred by the Principal arising out of or in connection with the Contractor's failure to comply with this clause 2.8 including where the Contractor has been appointed as principal contractor, any failure to discharge the duties imposed on a principal contractor by the WHS Legislation.

2.9 Incident Investigation, Reporting and Management

The Contractor must:

- (a) investigate, report to the Principal and manage incidents in accordance with the Services Brief and the Sydney Metro Principal Contractor Health & Safety Standard (SM-20-00039714 version 5.0 dated 1 April 2020), including the requirement to notify the Principal verbally and in writing of:
 - (i) any work health and safety, environmental, community or other incident, accident or occurrence arising out of, or in any way in connection with, the Contractor's Activities (including any incident, accident or occurrence resulting in a near hit, physical injury or harm, or any lost time due to injury);
 - (ii) any unsafe work practice or environment that has the potential to cause physical injury or harm; and
 - (iii) any incident that damages infrastructure;
- (b) provide monthly safety statistics in the form and using the indices required by the Principal's Representative; and
- (c) before commencing the Contractor's Activities:
 - (i) nominate to the Principal's Representative the persons who will be available and responsible for responding to, recovering from, and investigating accidents and incidents, and initiating corrective actions during and outside normal working hours;
 - (ii) nominate procedures for contacting the responsible persons; and
 - (iii) notify promptly any changes to such nominations and procedures.

2.10 Prohibition and Improvement Notices and On-the-Spot Fines

The Contractor must:

- (a) immediately notify the Principal's Representative of any notices or on-the-spot fine issued by SafeWork NSW or any other regulator or any potentially notifiable events;

- (b) provide the Principal's Representative with a copy of the notice or fine notice and written details of the corrective action taken by the Contractor to rectify the circumstances which led to the issue of the PIN or fine notice and to prevent recurrence of those circumstances; and
- (c) otherwise deal with notices and on-the-spot fines in accordance with the Sydney Metro Principal Contractor Health & Safety Standard (SM-20-00039714 version 5.0 dated 1 April 2020) and the WHS Legislation (or other applicable legislation).

2.11 Ausgrid Changes

- (a) The Contractor acknowledges that the Principal's Design Documentation relating to Ausgrid assets requires certification by Ausgrid.
- (b) If Ausgrid requires any changes to the Principal's Design Documentation in order to provide its certification (**Ausgrid Changes**):
 - (i) the Principal's Representative will notify the Contractor of the Ausgrid Changes; and
 - (ii) the Contractor must notify the Principal within 5 Business Days of such notice under clause 2.11(b)(i) of any additional cost of carrying out, or delays to, the Contractor's Activities as a direct result of the Ausgrid Changes and must provide any information required by the Principal's Representative in connection with the Ausgrid Changes and any resulting costs or delays.
- (c) Following the issue of a Contractor's notice under clause 2.11(b)(ii), the Principal will, within 15 Business Days of receiving the Contractor's notice under clause 2.11(b)(ii), either:
 - (i) direct a Variation under clause 6 to address (to the extent deemed necessary in the Principal's sole discretion) the issues raised in the Contractor's notice; or
 - (ii) notify the Contractor that it does not consider a Variation is required, with reasons.

2.12 Not used

2.13 Third Party Agreements

The Contractor:

- (a) acknowledges that the Principal has entered or will enter into the Third Party Agreements;
- (b) must:
 - (i) in respect of the Deed of Licence, carry out and fulfil the conditions and requirements of the Deed of Licence specified in Part A of Schedule 5;
 - (ii) in respect of the Rozelle Interface Agreement, carry out and fulfil the conditions and requirements of the Rozelle Interface Agreement specified in Part B of Schedule 5;
 - (iii) in respect of all other Third Party Agreements, unless otherwise expressly specified in Part C of Schedule 5, comply with, satisfy, carry out and fulfil the conditions and requirements of such Third Party Agreements, including those conditions and requirements

that the Principal is required, under the terms of the Third Party Agreements, to comply with, satisfy, carry out and fulfil; and

- (iv) comply with and fulfil any conditions, obligations or requirements allocated to the Contractor in Schedule 5, that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.13(b)(iii);
- (c) must assist the Principal in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in Schedule 5;
- (d) must comply with any reasonable directions of the Principal's Representative (who will have regard to any reasonable submissions made by the Contractor to the Principal's Representative) in relation to compliance with the relevant conditions and requirements of each Third Party Agreement;
- (e) in respect of Third Party Agreements other than the Deed of Licence and Rozelle Interface Agreement:
 - (i) must, where such Third Party Agreement provides for the Principal to provide a document, notice or information to the Third Party, provide such document, notice or information to the Principal (and not to the Third Party) within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Third Party within the time period required by a Third Party Agreement;
 - (ii) must, in carrying out the Contractor's Activities:
 - A. ensure that no act or omission of the Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to the Third Party under the Third Party Agreement; and
 - B. otherwise act consistently with the terms of the Third Party Agreement;
 - (iii) agrees that whenever, pursuant to the terms of such Third Party Agreement, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the Third Party under any clause of the Third Party Agreement then, subject to what is provided in Schedule 5 and the other terms of this Contract, the Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity or covenant made or given by the Principal under a Third Party Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Contract; and
 - (iv) acknowledges that to the extent that a Third Party Agreement contains a provision pursuant to which the Third Party is stated to make no representation as to a state of affairs, the Contractor agrees that the Principal similarly makes no representation to the Contractor in respect of that state of affairs in the same way as if the relevant terms of the Third Party Agreement were set out fully in this Contract.

The parties acknowledge that the Contractor has reviewed the Third Party Agreements and has included in the original Contract Sum all of its costs (including the cost of all physical works and an allowance for any delay or

disruption) in complying with its obligations under clauses 2.13(a) to 2.13(e)(iv) including:

- (f) in respect of the Deed of Licence, the Principal's obligations under the Deed of Licence identified in Part A of Schedule 5;
- (g) in respect of the Rozelle Interface Agreement, the Principal's obligations under the Rozelle Interface Agreement identified in Part B of Schedule 5; and
- (h) in respect of each other Third Party Agreement, the Principal's obligations under the relevant Third Party Agreement other than those identified in Part C of Schedule 5 for the Principal to perform.

The Contractor:

- (i) must indemnify the Principal from and against:
 - (i) any claim by a Third Party against the Principal; or
 - (ii) any liability of the Principal, to a Third Party,
arising out of or in any way in connection with a Third Party Agreement (including a Draft Third Party Agreement executed after the date of this Contract) to the extent that the claim or liability arises out of or in any way in connection with the Contractor's Activities, provided that the Contractor's responsibility to indemnify the Principal will be reduced to the extent that an act or omission of the Principal or an agent of the Principal contributed to the claim or liability; and
- (j) agrees that it:
 - (i) bears the full risk of:
 - A. complying with the obligations under this clause 2.13;
and
 - B. any acts or omissions of Third Parties; and
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with the risks referred to in clause 2.13(j)(i).

2.14 Australian Government Requirements

- (a) This clause 2.14 only applies if the Contractor's Activities will be partially or fully funded by the Commonwealth as identified in the Contract Particulars, or if the Contractor is a Code Covered Entity.
- (b) The Contractor:
 - (i) declares as at the date of the Contract in relation to the Works;
 - (ii) must ensure that during the term of this Contract in relation to the Works,
that it and its subcontractors:
 - (iii) comply with the Building Code;
 - (iv) are not subject to an Exclusion Sanction;

- (v) have not had an adverse decision, direction or order made by a court or tribunal for a breach of the BCIIP Act, a designated building law, work health and safety law or competition and consumer law which has not been stayed or revoked and for which the period for compliance has expired without the Contractor or subcontractor having complied with the decision, direction or order;
 - (vi) will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
 - (vii) unless approved otherwise by the ABC Commissioner, are not excluded from performing "building work" (within the meaning in subsection 3(4) of the Building Code) funded by a state or territory government; and
 - (viii) comply with the workplace relations management plan approved by the ABCC in accordance with Part 6 of the Building Code that applies to the Works.
- (c) Compliance with the Building Code does not relieve the Contractor from responsibility to perform this Contract, or from liability for any Defect in the Contractor's Activities or the Works arising from compliance with the Building Code.
- (d) The Contractor must notify the ABCC of any breach or suspected breach of the Building Code as soon as practicable but no later than 2 working days after becoming aware of the breach or suspected breach and of the steps proposed to be taken to rectify the breach.
- (e) The Contractor acknowledges the powers and functions of the ABC Commissioner and the ABCC under the BCIIP Act and the Building Code and will ensure that it and its subcontractors comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the BCIIP Act, requests to interview any person under section 74 of the BCIIP Act, requests to produce records or documents under sections 74 and 77 of the BCIIP Act and responding to requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
- (f) The Contractor must only enter into a subcontract for any of the Works where:
- (i) the subcontractor is not covered by, and does not have Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
 - (ii) the subcontractor has submitted a Declaration of Compliance including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
 - (iii) the subcontract with the subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code.
- (g) The Contractor must provide the Principal and the ABCC with any subcontractor's Declaration of Compliance referred to in clause 2.14(f)(i) on request.

- (h) The Contractor must ensure that its subcontractors comply with those clauses referred to in clause 2.14(f)(iii) contained in the subcontract.
- (i) In this clause 2.14:
 - (i) **"ABC Commissioner"** means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the BCIIP Act;
 - (ii) **"ABCC"** means the body referred to in subsection 29(2) of the BCIIP Act;
 - (iii) **"Code Covered Entity"** has the same meaning as in section 6 of the Building Code.
 - (iv) **"Declaration of Compliance"** means a declaration in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code, including the further information outlined in 'Attachment A' to that model declaration of compliance;
 - (v) **"Exclusion Sanction"** has the same meaning as in subsection 3(3) of the Building Code; and
 - (vi) **"Related Entity"** has the same meaning as in subsection 3(2) of the Building Code.

3. SITE

3.1 Site Access to a Site that is not Public Road

This clause 3.1 only applies to a Site which is not a Public Road or footpath.

- (a) The Contractor acknowledges and agrees that access to any Site which is not a Public Road will be provided progressively to the Contractor as set out in the Contract Particulars.
- (b) Subject to clause 3.1(c), 3.1(d), and 3.9 and any other provision of this Contract affecting access, the Principal must:
 - (i) give, or ensure the Contractor has, access to the Site by the dates set out in the Contract Particulars (and if a period is specified in relation to access to a part of the Site, then by the last day of that period) (**Site Access Dates**); and
 - (ii) once access to a part of the Site is provided to the Contractor, thereafter continue to allow, or ensure that the Contractor is continued to be allowed, access to that part of the Site.
- (c) The Contractor acknowledges and agrees that:
 - (i) access to the Site or any part thereof will only confer on the Contractor a right to such management and control as is necessary to enable the Contractor to execute the Contractor's Activities in accordance with this Contract and to discharge its responsibilities under the WHS Legislation, including to discharge its responsibilities as principal contractor (if applicable);
 - (ii) the Principal is not obliged to give the Contractor access to any part of the Site until the Contractor has:
 - A. complied with clause 2.5(c) of this Contract;

- B. submitted the Project Work Health and Safety Management Plan to the Principal's Representative under clause 2.8(b)(iv);
 - C. effected any insurance policies required under clause 13;
 - D. complied with clauses 13.6 and 13.7 with respect to each insurance policy; and
 - E. complied with the matters set out in the Contract Particulars;
- (iii) the Principal is not obliged to carry out any work or provide any facilities to the Contractor which may be necessary to enable the Contractor to obtain access to the Site or carry out the Contractor's Activities; and
- (d) The parties acknowledge and agree that:
 - (i) once the Project Planning Approval is granted, the Principal will provide written notice to the Contractor confirming:
 - A. the Project Planning Approval has been granted; and
 - B. the Contractor can commence Works on the Site; and

the Contractor must not commence any Works on any Site until the Principal provides a notice under clause 3.1(d)(i).
 - (ii) Subject to clauses 3.1(g) and 3.1(h), the Principal's obligations under clause 3.1(a) and 3.1(b) in respect of each part of the Site will cease upon Completion in respect of the last Portion occupying that part of the Site, except to the extent required to allow the Contractor to comply with its obligations during the Defects Liability Period.
- (e) Failure by the Principal to give access as required by clause 3.1(b) will not be a breach of this Contract but will entitle the Contractor to:
 - (i) an extension of time to any relevant Date for Completion under clause 10.4 if the requirements of that clause are satisfied; and
 - (ii) have the Contract Sum increased by the costs reasonably and necessarily incurred by the Contractor as a direct result of the failure of the Principal to give access as required by clause 3.1(b) as determined by the Principal's Representative up to but not exceeding the maximum daily amount set out in the Contract Particulars.
- (f) The Contractor's entitlement under clause 3.1(e)(ii) will be its only right to payment of money arising out of or in any way in connection with the Principal's failure to give access as required by clauses 3.1(a) or 3.1(b).
- (g) Notwithstanding any other provision of this Contract, the Principal may, by giving the Contractor 30 days' notice, direct the Contractor to vacate and hand back some or all of the part of the Site identified as "Area E1C" on the Site Access Plan.
- (h) If the Principal gives a notice under clause 3.1(g):
 - (i) the Contractor must vacate and hand back the relevant part of the Site within the time required by the Principal and must comply with

any reasonable demobilisation requirements notified to the Contractor by the Principal; and

- (ii) (ii) the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim by the Contractor arising out of or in any way in connection with the Principal exercising its rights under clause 3.1(g).

3.1A Site Access to a Site that is Public Road

- (a) This clause 3.1A only applies to any Site which is a Public Road or footpath.
- (b) The Contractor acknowledges and agrees that:
 - (i) the Principal is not responsible for providing (or assisting the Contractor to obtain) access to any Site;
 - (ii) the location of the Sites may not be fixed and, in such cases, must be determined by the Contractor in consultation with the Principal;
 - (iii) it accepts all risk and responsibility in respect of identifying the location of and gaining access to the Sites necessary in respect of the Works and it must procure for itself and at its own cost the occupation or use of or relevant rights over the Sites, including complying with all requirements;
 - (iv) it will comply with all directions of the owners, occupiers or persons providing access to the respective Sites; and
 - (v) it will not be entitled to make, and the Principal will not be liable upon, any Claim in respect of the Contractor being unable to obtain access to any Site.

3.1B Site access general obligations

In respect of any Site, the Contractor must:

- (a) procure for itself and at its own cost the occupation or use of or relevant rights over any land or buildings in addition to any Site which is necessary or which it may require for the purposes of carrying out the Contractor's Activities;
- (b) at its own cost carry out all activities and procure all utility services necessary to make the Sites suitable for use by the Contractor;
- (c) as a condition precedent to Completion of the Works or any Portion:
 - (i) rehabilitate any relevant Site in accordance with the requirements of all relevant Authorities and other relevant persons; and
 - (ii) if required by the Principal's Representative, provide to the Principal's Representative a properly executed certificate in the form of Schedule 11 or a release on terms otherwise satisfactory to the Principal's Representative from all claims or demands (whether for damages or otherwise howsoever arising) from the owner or occupier of, and from other persons having an interest in, such Sites; and
- (d) indemnify the Principal against any damage, expense, loss, cost or liability suffered or incurred by the Principal arising out of or in any way in connection with a claim by the owner or occupier of, or any other person having any interest in any Site provided that the Contractor's liability to indemnify the Principal will be reduced proportionally to the extent that an act or omission

3.2 Site Access for Principal and others

- ### 3.3 Site Requirements

- (a) accreditation for, entry to, movement on, and exit from the Site, including site security accreditation;
- (b) removal from the Site of people whom in the opinion of the Principal's Representative are unsuitable; and
- (c) keeping verified, current and full details of each person accredited to enter the work site, and making the details available to the Principal's Representative within 24 hours of a request.

3.4 Information Documents

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- (b) The Contractor acknowledges that the Principal does not warrant, guarantee, assume any duty of care or other responsibility for or make any representation about the accuracy, adequacy, suitability or completeness of the Information Documents, and the Information Documents do not form part of this Contract.
- (c) The Contractor:
- (i) warrants that it did not in any way rely upon:
 - A. any information, data, representation, statement or document made by, or provided to the Contractor, by the Principal or anyone on behalf of the Principal or any other information, data, representation, statement or document for which the Principal is responsible or may be responsible whether or not obtained from the Principal or anyone on behalf of the Principal; or
 - B. the accuracy, adequacy, suitability or completeness of such information, data, representation, statement or document,for the purposes of entering into this Contract except to the extent that any such information, statement or document forms part of this Contract;
 - (ii) warrants that it enters into this Contract based on its own investigations, interpretations, deductions, information and determinations; and
 - (iii) acknowledges that it is aware that the Principal has entered into this Contract relying upon the warranties, acknowledgements and agreements in clauses 3.4(c)(i) and 3.4(c)(ii).
- (d) Subject to clause 3.4(a) the Contractor will have no entitlement to make any Claim against the Principal arising out of or in any way in connection with:
- (i) the provision of, or the purported reliance upon, or use of the Information Documents by the Contractor or any other person to whom the Information Documents are disclosed; or
 - (ii) a failure by the Principal to provide any other information, data or documents to the Contractor.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.5 Contamination

- (a) The Contractor acknowledges that it is aware that there may be Contamination and Waste at, upon, under or around the Site.
- (b) The Contractor must:
- (i) classify;
 - (ii) manage;
 - (iii) handle;

- (iv) remove from the Site; and
- (v) dispose of,

any Contamination or Waste:

- (vi) pursuant to its obligations under this Contract, including this clause 3.5;
- (vii) in accordance with the Construction Environmental Management Plan; and
- (viii) in accordance with all relevant Law and Authority Approvals.

(c) The Contractor must:

- (i) notify the Principal's Representative in writing within 7 days of becoming aware of the existence of any Contamination or Waste at, upon, under or around the Site, and thereafter provide the Principal's Representative with such further written details as the Principal's Representative may request;
- (ii) promptly after providing a notice under clause 3.5(c)(i), submit a notice to the Principal's Representative containing details of the Contractor's estimate of any adjustment to the Contract Sum which would be made under clause 3.5(e)(i) and which would arise from complying with the steps in clause 3.5(b); and
- (iii) take the steps required so as to ensure that the Site is remediated to the extent it is in any way degraded by the Contamination or Waste; and
- (iv) in dealing with any Contamination or Waste:
 - A. ensure that any material exhibiting indicators of Contamination is segregated from other in-situ or excavated materials so as to prevent cross-contamination;
 - B. ensure that the Contamination and Waste materials are sampled and classified in accordance with the Waste Classification Guidelines by a Certified Contaminated Land Consultant prior to decontaminating, disposing of offsite, or otherwise dealing with the particular Contamination or Waste;
 - C. document the steps necessary to implement the protection described in clause 3.5(b) above; and
 - D. not incorporate contaminated materials into the Works.

(d) To the extent not prohibited by law, the Contractor must indemnify the Principal against any claim, damage, expense, loss, liability, fine or penalty suffered or incurred by the Principal arising out of or in any way in connection with any failure by the Contractor to comply with any obligation under this clause 3.5, provided that the Contractor's liability to indemnify the Principal will be reduced proportionally to the extent that an act or omission of the Principal or an agent of the Principal may have contributed to the claim, damage, expense, loss, liability, fine or penalty or the Principal failed to take reasonable steps to mitigate the claim, damage, expense, loss, liability, fine or penalty.

(e)

[REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

■ [REDACTED]
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■ **_____**

■ [REDACTED]
[REDACTED]

[REDACTED]
 [REDACTED]

[REDACTED]
 [REDACTED]

[REDACTED]

(b) (7)(C), (b) (7)(D)

[REDACTED]

[REDACTED]

■

Other than as set out in this clause 3.5, the Contractor is not entitled to make, and the Principal will not be liable upon, any claim arising out of or in connection with Contamination or Waste.

In this clause 3.5, General Solid Waste, Special Waste, Restricted Solid Waste and Hazardous Waste have the meaning given in the NSW EPA Waste Classification Guidelines Part 1: Classifying Waste (November 2014).

3.6 Site Conditions

Without limiting or otherwise affecting the other provisions of this Contract, the Principal makes no representation and gives no warranty to the Contractor in respect of the site conditions likely to be encountered during the execution of the Contractor's Activities.

- (b) Subject to clauses 3.5(e), 10.5 and 10.6, the Contractor accepts the Site and any structures or other things on, above or adjacent to, or under the surface of, the Site, in their present condition including all defects and site conditions and agrees that it is responsible for, and assumes the risk of:
 - (i) all loss, delay or disruption it suffers or incurs; and
 - (ii) any adverse effect on the Works or the Temporary Works,
 arising out of, or in any way in connection with the site conditions encountered in performing the Contractor's Activities.

3.7 Valuable Objects Found on Site

- (a) Each valuable mineral, fossil, coin, article or object of value or antiquity, and each other remains or thing of geological, heritage, archaeological, anthropological or other special interest found on the Site (each a "Valuable Find") is, and will, as between the Contractor and the Principal, be and remain, the property of the Principal.
- (b) The Contractor must:
 - (i) immediately notify the Principal's Representative if it discovers a Valuable Find;
 - (ii) ensure the Valuable Find is protected and not lost, removed, disturbed or damaged;
 - (iii) comply with the requirements of any Authorities and all Laws in relation to the Valuable Find; and
 - (iv) comply with any directions of the Principal's Representative in relation to the Valuable Find.
- (c) Despite the acknowledgements, warranties, releases and indemnities referred to in clauses 3.6(a) and 3.6(b):
 - (i) the Contract Sum will be increased by the additional costs reasonably and necessarily incurred by the Contractor in complying with:
 - A. requirements of Authorities in accordance with clause 3.7(b)(iii) in relation to the Valuable Find, where such requirement are additional to the requirement of Authorities with which the Contractor is already required to comply under Laws; or
 - B. the Principal's Representatives directions under clause 3.7(b)(iv); and
 - (ii) the Contractor will be entitled to make a claim for an extension of time under clause 10.5 in respect of the discovery of a Valuable Find,

but in each case only to the extent that the discovery of that Valuable Find results in the Contractor being directed, ordered or required by the Principal's Representative, an Authority, a court or tribunal or by Law to suspend or cease to perform the Contractor's Activities, as determined by the Principal's Representative.

3.8 Survey

The Contractor must, as a condition precedent to Completion of the Works or any Portion, and as otherwise required by the Principal's Representative, submit to the Principal's Representative:

- (a) a Survey Plan for the Works or the relevant Portion that:
 - (i) has regard to the setback requirements in the Building Code;
 - (ii) has regard to any stratum lots whether above or below ground;
 - (iii) shows the location of all Monuments, and their relation to horizontal and vertical boundaries;
 - (iv) shows all internal title boundaries;
 - (v) shows all easements; and
 - (vi) shows the location of the Works; and
- (b) a Survey Certificate which complies with all Law addressed to the Principal and signed by a land surveyor registered under the Surveying and Spatial Information Act 2002(NSW) stating that:
 - (i) the whole of the Works or the Portion has been constructed within the relevant boundaries of the Site;
 - (ii) the elements of the Works or the Portion are in the positions and within the tolerances required by Law and this Contract;
 - (iii) any survey information included in the Services Brief complies with the requirements of this Contract; and
 - (iv) any other matter identified by the Principal's Representative, complies with the requirements of this Contract.

3.9 Road Occupancy Licences

- (a) The Contractor must obtain approval from the Transport Management Centre for road occupancies and closures required to perform the Contractor's Activities.
- (b) The Contractor must, in carrying out the Contractor's Activities, comply with the requirements of each road occupancy licence.
- (c) The Principal will not be liable for any Claim by the Contractor arising out of or in any way in connection with any delay, additional costs or other effects on the Contractor's Activities related to the ability of the Contractor its subcontractors to obtain any road occupancy licences required to perform the Contractor's Activities.

4. QUALITY

4.1 Quality of Materials and Work

The Contractor must perform the Contractor's Activities in a satisfactory manner including (unless otherwise stated in the Contract):

- (a) supplying materials which are new, free from defects and suitable for the intended purpose; and

- (b) using standards of workmanship and work methods which are in conformity with the Contract (and if no standard is specified, ensure that all workmanship is fit for its intended purpose).

4.2 Self Verification and Quality System

If stated in the Contract Particulars, the Contractor must:

- (a) plan, establish and maintain a conforming quality system, in accordance with the NSW Government Quality Management System Guidelines, for the purposes of self- verification that the Contractor's Activities comply with the requirements of the Contract; and
- (b) ensure that the Principal's Representative has access to the quality systems of the Contractor and its subcontractors so as to enable monitoring and quality auditing.

Any such quality system must be used only as an aid to achieving compliance with the Contract and to document such compliance. Such systems will not discharge the Contractor's other obligations under the Contract.

4.3 Collaborative Auditing Process

The Contractor and the Principal will, on a collaborative basis, develop, agree and implement, a scope and program for the Principal's Representative to undertake audits of the Contractor's compliance with the requirements of the Contractor's Quality Management System as these may apply to the Contractor's Activities and obligations under the Contract; and

- (a) the Contractor agrees to participate and assist in the development and completion of these audits; and
- (b) the Contractor must, when requested by the Principal's Representative, share the results of any self-verification by the Contractor and/or the outcome of any audits completed with the Principal's Representative.

4.4 Principal's Representative May Order Tests

In clauses 4.4, 4.6 and 4.7 'test' includes examine and measure.

At any time prior to the issue of the Final Certificate the Principal's Representative may direct that any materials or Works be tested. The Contractor must provide such assistance and samples and make accessible such parts of the Works as may be required. On completion of the tests the Contractor must make good the Works so that they fully comply with the Contract.

4.5 Covering Up of Work

The Principal's Representative may direct that any part of the Works must not be covered up or made inaccessible without the Principal's Representative prior approval.

4.6 Who Conducts Tests

Tests will be conducted by the Principal's Representative or a person (which may include the Contractor) nominated by the Principal's Representative.

4.7 Notice of Tests

- (a) Before conducting a test the Principal's Representative must give notice in writing to the Contractor of the time, date and place of the test within the time specified in the Contract Particulars. If no time is specified, the

Principal's Representative must give no less than one working day notice. If the Contractor does not then attend, the test may nevertheless proceed.

- (b) Unless the test shows that the work or materials the subject of the test were in accordance with the Contract at the time of testing, the cost of any tests must be borne by the Contractor.

5. DESIGN AND DOCUMENTATION

5.1 Contractor's Design

The Contractor:

- (a) must:
 - (i) design the parts of the Works and the Temporary Works (if any) which the Contract requires it to design including any Variation directed under clause 6.1 which requires the Contractor to design the work the subject of the Variation; and
 - (ii) provide that part of the design identified in the Services Brief it prepares to the Principal's Representative for his or her review; and
- (b) warrants that:
 - (i) any design documentation it prepares will comply with the requirements of the Contract and will be fit for its intended purpose; and
 - (ii) the Works and the Temporary Works will be fit for their intended purpose.

5.1A Principal's Design Documentation

- (a) The Contractor acknowledges that prior to the date of this deed the Principal engaged a third party in order to prepare the Principal's Design Documentation.
- (b) Subject to clause 5.1B, if:
 - (i) the Contractor considers that any part of the Principal's Design Documentation is not complete, accurate or suitable for the purposes of the Contractor carrying out the Contractor's Activities; or
 - (ii) an Authority requires changes to the Principal's Design Documentation,then:
 - (iii) the Contractor must promptly notify the Principal; and
 - (iv) the Principal will, within 15 Business Days of receiving the Contractor's notice under clause 5.1A(b)(iii) either:
 - A. direct a Variation under clause 6 to address (to the extent deemed necessary in the Principal's sole discretion) the issues raised in the Contractor's notice; or
 - B. notify the Contractor that it does not consider a Variation is required, with reasons.

5.1B Liability for Constructability Issues

- (a) The Contractor:
 - (i) acknowledges and agrees that:
 - A. prior to entering into this Contract, it undertook a review of the Principal's Design Documentation to ensure that there were no Constructability Issues in relation to the Principal's Design Documentation; and
 - B. it bears all risk in relation to all Constructability Issues; and
 - (ii) warrants that the Contract Sum and the Contractor's program contain sufficient allowance for the assumption by the Contractor of all risk in relation to Constructability Issues.
- (b) The Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim by the Contractor arising out of, or in any way in connection with Constructability Issues.

5.2 Principal's Representative May Review

- (a) The Principal's Representative may reject or give his or her permission to use the design provided by the Contractor under clause 5.1(a)(ii). Where the design is rejected the Contractor must submit an amended design to the Principal's Representative. The Contractor must not commence construction of the part of the Works or the Temporary Works to which submitted or resubmitted design applies unless the Principal's Representative either:
 - (i) gives his or her permission to use the design; or
 - (ii) does not reject that submitted or resubmitted design within 14 days after submission to the Principal's Representative.
- (b) The Principal's Representative owes no duty to the Contractor to review any design or other documentation submitted by the Contractor (whether under clause 5.1(a)(ii) or otherwise) for errors, omissions or compliance with the Contract. No comments on, reviews or rejection of or permission to use the design by the Principal's Representative will relieve the Contractor from, or alter or affect, the Contractor's liabilities or responsibilities under the Contract or otherwise.

5.3 Fit for Purpose and WHS Requirements

Without limiting clause 1.2(d), in the Contract, unless the context otherwise indicates, in relation to any aspect of the Works or the performance of the Contractor's Activities that is the subject of a fitness for purpose warranty, a reference to the 'intended purpose' (or any similar expression) of the Works requires, among other things, that the Works will be designed and constructed in compliance with all work health and safety requirements contained in the WHS Legislation.

5.4 Intellectual Property Rights

- (a) The Contractor must ensure that, whilst performing the Contractor's Activities, it does not infringe any patent, registered design, trade mark or name, copyright or other protected right.
- (b) Copyright in any design prepared by the Contractor under clause 5.1(a)(i) is assigned to the Principal upon its creation. The Principal grants to the Contractor a licence to use such design for the Contractor's Activities.

- (c) The Contractor must indemnify the Principal against any claims against, or cost, losses or damages suffered or incurred by the Principal, arising out of or in any way in connection with, any actual or alleged infringement of any patent, registered design, trade mark or name, copyright or other protected right.

5.5 Moral Rights

The Contractor:

- (a) must ensure that it does not infringe any moral right of any author of an artistic work in carrying out the Contractor's Activities;
- (b) must ensure that it obtains and provides to the Principal's Representative irrevocable written consents, for the benefit of the Principal and the Contractor, from all the authors of any artistic work to be incorporated into, or used during the design or construction of, the Works, including any necessary consents from its employees and any consultants engaged by it, to:
 - (i) any act of false attribution of the artistic work; and
 - (ii) any repairs to, maintenance and servicing of, additions, refurbishment or alterations to, changes, relocation, destruction or replacement of the artistic work or the Works; and
- (c) indemnifies the Principal against any claims against, or costs, losses or damages suffered or incurred by the Principal, arising out of, or in any way in connection with, any actual or alleged infringement of any author's moral rights arising out of or in any way in connection with the Works, or arising in the future out of or in connection with any change, alteration, relocation or destruction of the Works.

This clause 5.5 will survive the termination of the Contract and the completion of the Works. The terms "artistic work" and "act of false attribution" have the meaning given to them in the Copyright Act 1968 (Cth).

5.6 Order of precedence

The Contract documents are to be read as mutually explanatory and anything contained in one but not in another will be equally binding as if contained in all, so as to ensure that the Works comply with this Contract and are fit for their intended purpose. If the Contractor believes there to be any ambiguity, inconsistency or discrepancy in or between the documents which make up the Contract the Contractor must notify the Principal's Representative in writing with details of the ambiguity, inconsistency or discrepancy.

6. VARIATIONS

6.1 General

The Principal's Representative may by written notice direct the Contractor to carry out a Variation. Unless the Principal's Representative and the Contractor agree upon the price for the Variation, the Variation will be valued under clause 6.3. The Principal's Representative may direct that the Variation be carried out as daywork.

If the Variation is a decrease, deletion or omission of any part of the Works the Principal may thereafter perform the work itself or have the work carried out by another party and the Contractor will have no entitlement to make any Claim against the Principal arising out of or in connection with the decreased, deleted or omitted work.

6.2 Proposed Variations

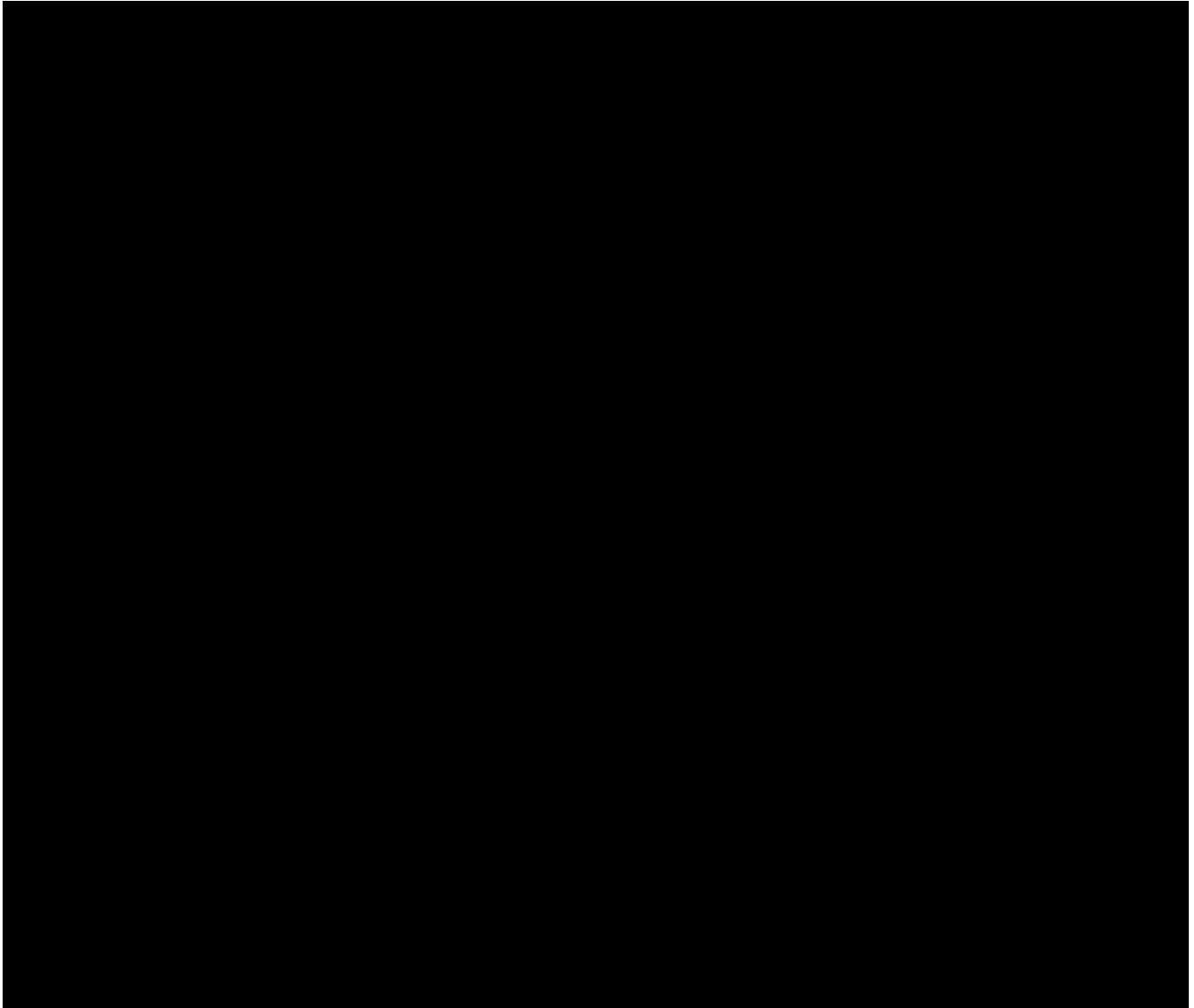
Prior to issuing a direction to carry out a Variation the Principal's Representative may issue a document titled "Variation Proposal Request" to the Contractor, which will set out details of a proposed Variation that the Principal is considering and request such information as may be required by the Principal.

Within 14 days of the receipt of a "Variation Proposal Request", or at such other time as is approved by the Principal's Representative, the Contractor must provide the Principal's Representative with a written notice in which the Contractor sets out details of the information required by the Principal.

The Principal will not be obliged to proceed with any proposed Variation that is the subject of a "Variation Proposal Request".

6.3 Valuation

Where the Contract provides that a valuation will be made under this clause 6.3, unless the parties agree otherwise, the valuation will be made using the rates or prices set out in the Contract Particulars where included. If the rates for Variations are not included or if these are not relevant to the Variation, the valuation will be made by the Principal's Representative using reasonable rates and prices. If daywork applies, then the valuation will be made by the Principal's Representative in accordance with clause 6.4.





6.5 Notice of Variation

If the Contractor considers that a direction, notice, instruction, order, request or requirement of the Principal or the Principal's Representative constitutes a Variation, but the Principal's Representative has not issued a written notice to direct a Variation under clause 6.1, the Contractor must submit a written claim for a Variation to the Principal's Representative within 5 Business Days from the date of the direction, notice, instruction, order, request or requirement.

The Principal's Representative must, within 10 Business Days of receipt of the written claim, either issue a written notice to direct a Variation under clause 6.1 or reject the claim. If the Contractor fails to give this written claim within the time period required the Contractor will be barred from making any Claim against the Principal arising out of or in any way in connection with the direction, notice, instruction, order, request or requirement.

6.6 Option

The Principal's Representative may, by written notice given to the Contractor at any time within the period stated in Schedule 6, exercise any Option. Commencing upon the issue of such a notice by the Principal's Representative, the Principal and the Contractor must perform their obligations under this Contract on the basis that the Contract Sum and the provisions of this Contract will be adjusted as set out in Schedule 6 for the relevant Option.

7. CONSTRUCTION

7.1 Description of Works

The Contractor must undertake the Works and the Temporary Works in accordance with:

- (a) the Contract and any design documentation prepared by the Contractor in accordance with the requirements of the Contract;
- (b) any direction of the Principal's Representative given or purported to be given under a provision of the Contract including Variations directed by the Principal's Representative in accordance with clause 6.1; and
- (c) the other requirements of the Contract.

7.2 All Work Included

- (a) The Contractor has allowed in the Contract Sum for the provision of all plant, equipment, materials and other work necessary for the performance of the Contractor's Activities, whether or not expressly mentioned in the Contract or any design documentation.
- (b) Any such plant, equipment, materials and other work must be undertaken and provided by the Contractor and form part of the Contractor's Activities and will not entitle the Contractor to make any Claim except on account of the Contract Sum or as provided for in the Contract.

[REDACTED]

(d)

[REDACTED]

7.3 Urgent Protection

Without limiting clause 16.3 if urgent action is necessary to prevent, avoid or minimise loss or damage to any property or harm to the environment or personal injury to any person arising in connection with the Works and the Contractor fails to take the action, the Principal may take the necessary action. If the action was action which the Contractor should have taken at the Contractor's cost, the cost incurred by the Principal will be a debt due from the Contractor to the Principal.

7.4 Not used

7.5 Community Liaison

The Principal will be responsible for and undertake all community liaison activities, other than where the Contract expressly requires the Contractor to carry out community liaison activities (including in accordance with the communications procedure detailed in the Services Brief). Where the Principal is responsible for undertaking community liaison activities, then the Contractor must assist the Principal with those activities to the extent required by the Principal.

7.6 Make Good Damage to Property or the Environment

The Contractor must, at its own expense, promptly make good any damage to property or the environment caused by the Contractor, subcontractors, employees or agents when carrying out the Contractor's Activities.

7.7 Not used

7.8 Environment Management

Without limiting clause 7.6, the Contractor must perform the Contractor's Activities in such a manner as to avoid nuisance and damage to the environment and must comply with the latest edition of the NSW Government Environmental Management Guidelines.

The environmental management requirements of the Contract are in addition to, but not in substitution for, any statutory requirements and do not limit the powers of the Principal and the Principal's Representative or the obligations, liabilities and responsibilities of the Contractor.

7.9 Warranties

The Contractor must, as a condition precedent to Completion of the Works or a Portion, procure and provide the Principal's Representative with those warranties described in the Contract Particulars or elsewhere in this Contract from relevant subcontractors undertaking or supplying the work or items the subject of the warranty.

These warranties:

- (a) must be in the form set out in Schedule 7 and must be in favour of the Principal and any other person specified in the Contract Particulars; and
- (b) will not derogate from any rights that the Principal may have against the Contractor in respect of the subject matter of these warranties.

7.10 Provisional Sum Work

For each item of Provisional Sum Work, the Principal's Representative will give the Contractor a direction either requiring the Contractor to proceed with the item of Provisional Sum Work or deleting the item of Provisional Sum Work.

Where the Principal's Representative gives the Contractor a notice requiring the Contractor to proceed with an item of Provisional Sum Work, the Principal's Representative may define the method of proceeding with the Provisional Sum Work including the method by which it will be valued. The Contract Sum will be adjusted for the item of Provisional Sum Work by the difference between:

- (a) the amount allowed for the item of Provisional Sum Work in the Contract Particulars; and
- (b) either:
 - (i) an amount agreed between the Contractor and the Principal's Representative; or
 - (ii) if they fail to agree, an amount determined by the Principal's Representative:
 - A. using reasonable rates and prices; or
 - B. if the Principal's Representative directs that the item of Provisional Sum Work is to be carried out as daywork, under clause 6.4,

as if the item of Provisional Sum Work were a Variation, provided that the amount determined will not include any margin for on-site overheads, preliminaries, off-site overheads, profit or the percentage referred to in clause 6.4(h) but will include the relevant percentage for Provisional Sum Works in the Contract Particulars for the offsite overheads and profit of the Contractor.

Where the Principal's Representative gives the Contractor a direction deleting an item of Provisional Sum Work:

- (c) the Contract Sum will be reduced by the amount allowed for the item of Provisional Sum Work in Contract Particulars;
- (d) the Principal may engage another contractor to carry out the item of Provisional Sum Work; and
- (e) the Principal will not be liable upon any Claim by the Contractor arising out of the deletion of the item of Provisional Sum Work.

7.11 Safety

- (a) The Contractor must carry out the Contractor's Activities:
 - (i) safely and in a manner that does not put the health and safety of persons at risk; and
 - (ii) in a manner that protects property.

If the Principal's Representative reasonably considers there is a risk to the health and safety of people or damage to property arising from the Contractor's Activities, the Principal's Representative may direct the Contractor to change its manner of working or to cease working.

- (b) Without limiting clause 16.3, the Principal may take any action necessary to protect or to prevent or minimise risks to, the Works, other property or the health or safety of people.

If the action taken by the Principal is action which the Contractor was required to take under this Contract but did not take, the amount of any penalty, fine, damage, expense, cost, loss or liability that the Principal suffers or incurs arising out of or in connection with:

- (i) taking the action contemplated in this clause 7.11; or
- (ii) the Contractor's failure to take that action,

will, except to the extent prohibited by Law, be a debt due from the Contractor to the Principal.

7A. PLANNING APPROVAL

7A.1 Project Planning Approval Application

- (a) The parties acknowledge and agree that:
 - (i) The Principal is the proponent under the EP&A Act in respect of the Project Planning Approval; and
 - (ii) as at the date of this Contract, the Principal has submitted the Project Planning Approval Application including all associated plans, specifications and environmental impact statement updates.
- (b) Except to the extent expressly stated otherwise in this clause 7A, the Contractor will not be entitled to make, and the Principal will not be liable for, any Claim arising out of or in any way in connection with the process set out in clause 7A. The parties acknowledge that this clause 7A does not limit the Contractor's right to payment under clause 11. The parties acknowledge and agree that while the Baseline Conditions and Baseline Mitigation Measures constitute the considered estimation of the Principal of the conditions and requirements that may be imposed under the Project Planning Approval, the terms of the Project Planning Approval which the Minister for Planning may issue arise from the exercise of a statutory discretion in accordance with the terms of the EP&A Act.
- (c) Subject to the provisions of this clause 7A.2, the Contractor must comply with the Baseline Conditions and Baseline Mitigation Measures.
- (d) The Contractor acknowledges that the Contract Sum allows for compliance with the Baseline Conditions and Baseline Mitigation Measures

7A.2 Issue of the Project Planning Approval

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

- (i) stating that the Principal considers that there are no Unforeseeable PA Conditions; or
- (ii) stating that the Principal considers that there are Unforeseeable PA Conditions and that the Principal intends to exercise its rights to require a Variation, in which case clause 7A.3 will apply.

7A.3 Direction to Proceed

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

then the Principal may issue a notice in accordance with clause 6.1 or a Variation Proposal Request in accordance with clause 6.2 to the Contractor setting out the details of a proposed Variation to enable:

 - C. the Project Planning Approval to be granted;
 - D. the Project Planning Approval to be granted without being subject to what the Principal considers to be an Unforeseeable PA Condition; or
 - E. the Contractor to comply with what the Principal considers to be the Unforeseeable PA Condition.
- (b) If the Principal issues a notice pursuant to clause 7A.3(a), clause 6 will apply.

7A.4 Revised Baseline Conditions and Baseline Mitigation Measures

Within 20 Business Days of the Principal's PPA Notice, the Principal will provide to the Contractor a revised version of Schedule 12 with such revisions as are reasonable and necessary to reflect the terms of the Project Planning Approval, with which the Contractor must comply, but without prejudice to clause 7A.3.

8. DEFECTS

The Defects Liability Period will commence on the Date of Completion.

At any time prior to the 14th day after the expiration of the Defects Liability Period, the Principal's Representative may direct the Contractor to rectify any Defect and the Contractor must correct that work within the time specified by the Principal's Representative.

Any such direction to the Contractor will identify the Defect and state a date by which the Contractor must complete rectification. If the direction is given during the Defects Liability Period the direction may provide that in respect of any Defect rectification work there will be a separate Defects Liability Period of a stated duration not exceeding the period stated in the Contract Particulars. Any separate Defects Liability Period will commence on the date the Contractor completes the work of rectification.

If the Contractor does not correct the Defect within the time specified, the Principal may have the work corrected by others at the Contractor's expense, but without prejudice to any other rights that the Principal may have against the Contractor with respect to such Defect and the cost of the work of rectification incurred by the Principal will be a debt due from the Contractor to the Principal.

Instead of requiring the Contractor to rectify a Defect the Principal may accept a Defect. The resulting reasonable increase or decrease in the value to the Principal of the work and any other reasonable loss or detriment suffered by the Principal will be assessed by the Principal's Representative and the amount paid to or deducted from monies payable to the Contractor.

If during the Defects Liability Period it is necessary for the Contractor to carry out Defect rectification works, the Contractor must do so at times and in a manner that causes as little inconvenience to the users and occupants of the Works as is reasonably possible.

9. ADMINISTRATION

9.1 Principal's Representative

The Principal's Representative is authorised by the Principal to act with the Principal's authority in respect of all matters relating to the Contract as the agent of the Principal (and not as an independent certifier, assessor or valuer). The Principal's Representative may delegate authority to another and must notify the Contractor in writing if he or she does so.

The Contractor must comply with any direction by the Principal's Representative given or purported to be given under a provision of this Contract.

9.2 Exchange of Information between Government Departments and Agencies

The Contractor authorises the Principal, its employees and agents to make information concerning the Contractor (including any information provided under clause 9.3) available to NSW government departments or agencies. Such information may include, but need not be limited to, any information provided by the Contractor to the Principal or the Principal's Representative and any information relating to the Contractor's performance under the Contract.

The Contractor acknowledges that any information about the Contractor from any source, including but not limited to substantiated reports of unsatisfactory performance, may be taken into account by the Principal and NSW government departments and agencies in considering whether to offer the Contractor future opportunities for NSW government work.

The Contractor also acknowledges that the Principal has in place processes for assessing the performance of its Contractors and that these processes will apply to this Contract. The Contractor agrees to participate in the Principal's 'Contractor Performance Reporting' process.

9.3 Financial Assessment

Without limiting or otherwise restricting clause 9.2, the Contractor acknowledges and agrees that:

- (a) the Principal may, during the term of the Contract, either itself, or through the engagement of private sector service providers, undertake ongoing financial assessments (Financial Assessment) of the Contractor and any Subcontractors;

- (b) the Financial Assessment may be undertaken at three monthly (or longer) intervals from the date of commencement of the Works; and
- (c) it must, if requested by the Principal's Representative, within 10 Business Days of receiving such request, provide any documents, information and evidence as is reasonably required by the Principal's Representative under, out of, or in connection with the Financial Assessment.

9.4 Training Management

Subject to the express provisions of the Contract, the Contractor must comply with the NSW Government Training Management Guidelines, July 2020.

Training management requirements specified in the Contract and the NSW Government Training Management Guidelines may be in addition to, but are not in substitution for, any training obligations of the Contractor under statute, industrial award, enterprise or workplace agreement, or other workplace arrangements approved under Federal or NSW law.

The Contractor must demonstrate to the Principal's Representative, whenever requested, that it has met and is meeting at all times its obligations under this clause 9.4.

9.5 Submissions for the Principal's Representative

Unless otherwise advised by the Principal's Representative, where the Contractor must submit a document to the Principal's Representative then it must submit the number of copies of the document stated in this Contract, or if no number is stated then:

- (a) an electronic version on USB (in both pdf and native formats), which must be virus free;
- (b) 1 printed original; and
- (c) 3 printed copies (2 bound and 1 unbound).

10. TIMES FOR COMMENCEMENT AND COMPLETION

10.1 Time for Commencement of Work on the Site

The Contractor must give the Principal's Representative 14 days' notice of the date upon which the Contractor proposes to commence work on a Site.

The Principal's Representative may reduce the period of notice required.

The Contractor must commence work on that Site within 14 days of the Contractor's notice under this clause 10.1.

The Principal's Representative may extend the time for commencement of work on the Site.

10.2 Date for Completion and Contractor's Programming Obligations

The Contractor must achieve Completion of the Works by the Date for Completion.

Within 7 days of commencement of the Contractor's Activities the Contractor must provide the Principal's Representative with a program acceptable to the Principal's Representative. Thereafter the Contractor must regularly revise the program at intervals acceptable to the Principal's Representative.

10.3 Portions

- (a) The interpretations of:
 - (i) Date for Completion;
 - (ii) Date of Completion; and
 - (iii) Completion,

and clauses 7.7, 10, 12.1, 12.2 and 13.1 will apply separately to each Portion and reference therein to the Works and to the Contractor's Activities will mean so much of the Works and the Contractor's Activities as is comprised in the relevant Portion.

If the Contract does not make provision for the amount of security, retention moneys or liquidated damages to a Portion, the respective amounts applicable will be such proportion of the security, retention moneys or liquidated damages to the whole of the Works as the value of the Portion bears to the value of the Contract Sum.

- (b) Further Portions may be created by the Principal's Representative issuing a written notice in which the Principal's Representative must clearly identify for each, the:
 - (i) portion of the Works;
 - (ii) Date for Completion; and

respective amounts for security and liquidated damages (all calculated pro-rata according to the ratio of the Principal's Representative's valuation of the Portion to the Contract Sum).

10.3A Notice to Proceed

- (a) The parties acknowledge and agree that:
 - (i) the Contractor must commence the Contractor's Activities comprising Portion 4A; and
 - (ii) the Contractor must not commence the Contractor's Activities comprising Portion 4B until directed to do so by the Principal's Representative in writing by way of a Notice to Proceed.
- (b) On or before the date stated in the Contract Particulars, the Principal's Representative may, but is not obliged to, give the Contractor written notice requiring the Contractor to proceed with Portion 4B (**Notice to Proceed**).
- (c) If the Principal's Representative issues a Notice to Proceed, the Contractor must promptly commence the Contractor's Activities comprising Portion 4B.
- (d) If the Principal's Representative does not give the Contractor a Notice to Proceed to commence the Contractor's Activities comprising Portion 4B:
 - (i) the Contractor is not entitled to bring any claim against the Principal arising out of, or in any way in connection with, the Principal's Representative not issuing a Notice to Proceed for Portion 4B; and
 - (ii) the Principal may have Portion 4B carried out by itself or a third party.

- (e) The Contractor acknowledges and agrees that:
 - (i) the Principal is not under any obligation to engage the Contractor to carry out Portion 4B; and
 - (ii) the Principal is not restricted in any way or at any time from engaging any person to carry out Portion 4B.

10.4 Extension of Time for Completion

If the Contractor is or will be delayed in reaching Completion by an act or omission of the Principal or Principal's Representative (including breach of contract or a Variation directed under clause 6.1 or a suspension directed under clause 10.8 where the suspension is not due to an act or omission of the Contractor or its employees, agents or subcontractors) or a cause set out in the Contract Particulars, and within 20 Business Days after the first occurrence of the cause of the delay the Contractor gives the Principal's Representative a written claim for an extension of time for Completion in accordance with clause 10.5, the Contractor will, subject to clause 10.5A, be entitled to a reasonable extension of time for Completion.

10.5 Claim for Extension of Time

Subject to clause 10.5A, to claim an extension of time, the Contractor must submit:

- (a) a written notice to the Principal within 5 Business Days of becoming aware of (or when it ought reasonably to have first become aware of) the commencement of an event or circumstance causing delay which has, or is likely to give rise to a delay in reaching Completion (**Initial Notice**); and
- (b) a written claim to the Principal's Representative within 20 Business Days of the first occurrence of the event or circumstance causing the delay (or when the Contractor ought reasonably to have first become aware of the occurrence of the event or the circumstances causing the delay) (**Notice of Claim**). This Notice of Claim must include:
 - (i) details of the delay and the event or circumstance causing the delay;
 - (ii) details of the activities that are critical to the maintenance of progress in the execution of the Contractor's Activities;
 - (iii) details of the steps the Contractor has or will take to avoid or mitigate the delay or the event or circumstances causing the delay;
 - (iv) a statement of the number of days extension of time claimed together with the basis of calculating that period; and
 - (v) any additional information which the Principal's Representative may request from time to time.

If the effects of the delay continue beyond the period of 20 Business Days after the first occurrence of the event or circumstance causing the delay (or when the Contractor ought reasonably to have first become aware of the occurrence of the event or the circumstances causing the delay) and the Contractor wishes to claim extensions of time in respect of the further delays, the Contractor must submit further written claims to the Principal's Representative at intervals not greater than 15 Business Days (or such other period as approved by the Principal's Representative) after the first Notice of Claim until 5 Business Days after the cessation of the event or circumstance causing the delay.

Notwithstanding that the Contractor is not entitled to an extension of time the Principal's Representative may at any time by notice in writing to the Contractor extend the time for Completion for any reason.

The Principal's Representative is not required to exercise its discretion under the previous paragraph for the benefit of the Contractor.

10.5A Conditions Precedent to Extension of Time

The Contractor acknowledges and agrees that the following are conditions precedent to the Contractor's entitlement to an extension of time under clause 10.5:

- (a) the Contractor has submitted an Initial Notice and Notice of Claim as required by clause 10.5 in respect of any delay or event or circumstance;
- (b) the Contractor has complied with any request for additional information in accordance with clause 10.5(v);
- (c) the delay or event or circumstances causing the delay is beyond the reasonable control of the Contractor; and
- (d) the Contractor is actually, or will be, delayed in achieving Completion by a delay, event or circumstance referred to in clause 10.4.

10.5B Principal's determination

If the conditions precedent in clause 10.5A have been satisfied, the Principal's Representative must determine the extension of time to which the Contractor is entitled within:

- (a) 15 Business Days after the date of the Notice of Claim; or
- (b) in the case of ongoing delay, within 15 Business Days of the later of:
 - (i) the Contractor's last written claim under clause 10.5; and
 - (ii) the relevant cessation of the delay, event or circumstance.

10.5C Reduction in Entitlement

The Contractor's entitlement to an extension of time will be reduced to the extent that:

- (a) the Contractor caused or contributed to the delay;
- (b) the Contractor failed to take all reasonably practicable steps necessary to preclude the cause of the delay or to avoid or minimise the consequences of the delay, including the expenditure of reasonable sums of money and taking reasonable steps to accommodate or re-schedule the Contractor's Activities;
- (c) a delay, event or circumstance referred to in clause 10.4, and any other delay, event or circumstance, occurred at the same time and the Contractor would have been delayed even if the delay, event or circumstance referred to in clause 10.4 had not occurred; or
- (d) the Contractor has been given a direction to accelerate under clause 10.7 to overcome the whole or part of any delay.



10.7 Acceleration

The Principal's Representative may instruct the Contractor to accelerate progress of the Works and the Contractor must comply.

Prior to commencing any such acceleration the Contractor must give the Principal's Representative an estimate of the costs of taking all such necessary measures and a full description how the costs are estimated.

The Principal will reimburse the Contractor's reasonable costs of the acceleration undertaken by the Contractor as approved by the Principal's Representative. The steps to be taken and basis for reimbursing the Contractor's costs of acceleration will be agreed wherever possible before the Contractor takes steps to accelerate progress of the works, and the reasonable costs will be valued under clause 6.3.

The Principal will only reimburse the Contractor for acceleration as an addition to the Contract Sum if the Contractor achieves the acceleration instructed by the Principal's Representative, unless the only reason for failure is a delay beyond the Contractor's control, and the Contractor has taken all reasonable steps to avoid and minimise the effects of the delay.

10.8 Suspension by Principal's Representative

The Principal's Representative may direct the Contractor to suspend the whole or part of the Contractor's Activities for such period as it may direct.

Any cost incurred by the Contractor by reason of a suspension under this clause 10.8 must be borne by the Contractor but if the suspension is due to an act or omission of the Principal, the Principal's Representative or an employee, consultant or agent of the Principal and the suspension causes the Contractor to incur more or less cost than otherwise would have been incurred, the difference will be valued under clause 6.3 and added to the Contract Sum.

10.9 Programming obligations in relation to Portion 3 works

Without limiting any of its other programming obligations stated elsewhere in this Contract, the Contractor must prepare the Contractor's program for the Contractor's Activities comprised in Portion 3 to include reasonable allowance for:

- (a) the performance by Telstra of those works that Telstra is required to perform under and in accordance with the terms of the Telstra Agreement;

- (b) the performance by Jemena of those works that Jemena is required to perform under and in accordance with the terms of the Jemena Agreement; and
- (c) the performance by the Other Telecommunications Providers of those works which a competent and experienced contractor would reasonably expect the Other Telecommunications Providers to be required to perform in relation to their assets in the absence of an agreement and/or program for such works.

10.10 Programming obligations in relation to Portion 4A works

Without limiting any of its other programming obligations stated elsewhere in this Contract, the Contractor must prepare the Contractor's program for the Contractor's Activities comprised in Portion 4A to include reasonable allowance for the performance by Ausgrid of those works that Ausgrid is required to perform under and in accordance with the terms of the Ausgrid Interface Agreement.

11. PAYMENT

11.1 General

The Principal must pay the Contractor the Contract Sum. The basis of payment is as set out in the Contract Particulars.

11.2 Payment Claim

The Contractor may submit to the Principal's Representative a claim for payment on account of the Contract Sum and any other amounts payable under the Contract on the dates set out in the Contract Particulars.

All payment claims must be addressed to Sydney Metro and must refer to the Minor Works Contract No. on the cover page of this Contract.

For lump sum contracts, the proportion of the lump sum due for each payment period for work completed will be the same proportion as the amount of work completed is to the whole of the work, subject to any adjustments which the Principal is entitled to make under the Contract.

11.3 Payment Schedule

The Principal's Representative must within the time stated in the Contract Particulars following receipt of a payment claim give the Contractor a payment schedule, which sets out:

- (a) the payment claim to which it relates;
- (b) the value of the Works completed in accordance with the Contract;
- (c) the amount already paid to the Contractor;
- (d) the amount that the Principal is entitled to retain, deduct, withhold or set-off under the Contract; and
- (e) the amount (if any) which the Principal proposes to pay to the Contractor.

If the amount in clause 11.3(e) is less than the amount claimed in the payment claim, the Principal's Representative must set out in the payment schedule:

- (f) the reason why the amount in paragraph (e) is less than the amount claimed in the payment claim; and

- (g) if the reason for the difference is that the Principal is retaining, deducting, withholding or setting-off payment for any reason, the reason for the Principal retaining, deducting, withholding or setting-off payment.

The failure of the Principal's Representative to set out in a payment schedule an amount which the Principal is entitled to retain, deduct, withhold or set off under this Contract will not prejudice the Principal's right to subsequently exercise such right.

The Principal's Representative may, in any payment schedule, correct any error and modify any assumptions or allowances made in any previous payment schedule issued by the Principal's Representative. The Contractor agrees that the amount referred to in the payment schedule is, for the purposes of section 9 and 10 of the SOP Act, the amount of the "progress payment" (as defined in the SOP Act) calculated in accordance with the terms of this Contract to which the Contractor is entitled in respect of this Contract.

The Contractor acknowledges and agrees that the Principal's Representative is the agent of the Principal for the purposes of receiving payment claims and issuing payment schedules under the SOP Act.

Where the Principal has notified the Contractor in accordance with that it no longer proposes to issue a recipient created tax invoice for a taxable supply made by the Contractor for the Principal, the Contractor must within 2 Business Days after receipt of the payment schedule issued by the Principal's Representative give the Principal's Representative a tax invoice (which complies with the GST Law) for the amount of the payment schedule.

Subject to clause 11.7 the Principal must within 15 Business Days of receipt of a payment claim pay the amount proposed to be paid in the payment schedule.

The issuing of a payment schedule or a Final Certificate by the Principal's Representative and the making of a payment by the Principal under this clause 11.3 is not evidence of the value of the Works performed and does not constitute an admission by the Principal that any Works provided by the Contractor conform with the requirements of this Contract and payment is on account only.

11.4 Provision of documentation and other requirements

The Principal is not obliged to pay the Contractor any more than [REDACTED] of the amount that the Principal's Representative would otherwise have set out in any payment statement unless the Contractor has:

- (a) provided the Principal's Representative with a statutory declaration in the form which appears in Schedule 3 signed by the Contractor or where the Contractor is a corporation by a person who is in a position to know the facts declared made out not earlier than the date of the payment claim;
- (b) where clause 11.6(g) applies, provided the Principal's Representative with the statement and the evidence (if any) required to be provided by the Contractor pursuant to that clause;
- (c) the Contractor has effected or procured to be effected the insurances required by clauses 13.2, 13.3, 13.5, 13.4, 13.6 and 13.7 and (if requested) provided evidence of this to the Principal's Representative; and
- (d) if required by clause 11.3, provided a tax invoice.

11.5 Final Payment Claim

On the date falling 28 days after the expiration of the Defects Liability Period, or where there is more than one, the last to expire the Contractor may lodge with the Principal's

Representative a payment claim marked "Final Payment Claim" stating the Contract Sum, all payments received on account of the Contract Sum and the balance, if any, due to the Contractor. The Final Payment Claim must be accompanied by such information as the Principal's Representative may reasonably require.

The Contractor, at the date for submission of a Final Payment Claim, releases the Principal from any Claim in respect of any fact, matter or thing arising out of, or in any way in connection with, the Contractor's Activities, the Works or this Contract that occurred prior to the date of submission of the Final Payment Claim.

Within 10 Business Days after receipt of the Contractor's Final Payment Claim or, where the Contractor fails to lodge such claim, the expiration of the period specified in the previous paragraph for the lodgement of the Final Payment Claim by the Contractor, the Principal's

Representative will issue to the Contractor, on behalf of the Principal, a final payment certificate endorsed Final Certificate. In addition to satisfying the requirements of clauses 11.3(a) to 11.3(d), the Principal's Representative will set out in the Final Certificate, the amount which is due from the Principal to the Contractor or from the Contractor to the Principal under the Contract.

Within 14 days after the issue of a Final Certificate which certifies a balance owing by the Principal to the Contractor, the Principal will release to the Contractor any retention moneys or security then held by the Principal.

11.6 Adjudication under the Security of Payment Act

- (a) When an adjudication occurs under the SOP Act and the Principal has paid an adjudicated amount to the Contractor:
 - (i) the amount will be taken into account by the Principal's Representative in issuing a payment statement under clause 11.3;
 - (ii) if it is subsequently determined pursuant to the Contract that the Contractor was not entitled under the Contract to payment of some or all of the adjudicated amount that was paid by the Principal ("overpayment"), the overpayment will be a debt due and payable by the Contractor to the Principal which the Contractor must pay to the Principal upon demand and in respect of which the Contractor is not entitled to claim or exercise any set-off, counterclaim, deduction or similar right of defence;
 - (iii) if the adjudicator's determination is quashed, overturned or declared to be void, the adjudicated amount then becomes a debt due and payable by the Contractor to the Principal upon demand and in respect of which the Contractor is not entitled to claim or exercise any set-off, counterclaim, deduction or similar right of defence;
 - (iv) the Principal's Representative:
 - A. is not bound by the adjudication determination;
 - B. may reassess the value of the work that was valued by the adjudicator; and
 - C. may, if it disagrees with the adjudication determination, express its own valuation in any payment statement; and

- (v) the payment statement referred to in clause 11.6(a)(iv)C will be treated as a final determination of the value of the relevant work, subject to the provisions of clause 15.
- (b) For the purposes of section 17(3) of the SOP Act the Contractor irrevocably chooses the Resolution Institute, Australia, as the "authorised nominating authority" (as that term is defined in the SOP Act) for any adjudication application it may make under the SOP Act in respect of the subject matter of this Contract.
- (c) Without limiting clause 11.6, the Principal may withhold any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of Part 3 of the SOP Act.
- (d) If the Principal withholds from money otherwise due to the Contractor any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of Part 3 of the SOP Act, then:
 - (i) the Principal may plead and rely upon Division 2A of Part 3 of the SOP Act as a defence to any claim for the money by the Contractor from the Principal; and
 - (ii) the period during which the Principal retains money due to the Contractor pursuant to an obligation under Division 2A of Part 3 of the SOP Act will not be taken into account for the purpose of determining:
 - A. any period for which money owed by the Principal to the Contractor has been unpaid; and
 - B. the date by which payment of money owed by the Principal to the Contractor must be made.
- (e) The Contractor agrees not to commence proceedings to recover any amount withheld by the Principal pursuant to a payment withholding request served on the Principal in accordance with Division 2A of Part 3 of the SOP Act.
- (f) Any amount paid by the Principal pursuant to Section 26C of the SOP Act will be a debt due from the Contractor to the Principal.
- (g) If the Principal withholds money pursuant to a payment withholding request served on the Principal pursuant to Division 2A of Part 3 of the SOP Act and the Contractor:
 - (i) pays the amount claimed to be due under the adjudication application to which the payment withholding claim relates; or
 - (ii) becomes aware that the adjudication application to which the payment withholding claim relates has been withdrawn,

then the Contractor must so notify the Principal's Representative within 5 days of the occurrence of the event in clause 11.6(g)(i) or 11.6(g)(ii) above (as applicable) by providing to the Principal and the Principal's Representative a statement in writing in the form of a statutory declaration together with such other evidence as the Principal or the Principal's Representative may require evidencing that the amount has been paid or the adjudication application has been withdrawn (as the case may be).

11.7 Set Off

The Principal may at any time withhold, set-off or deduct from amounts otherwise payable to the Contractor:

- (a) any debt or other moneys due from the Contractor to the Principal (including any due debt from the Contractor to the Principal pursuant to Section 26C of the SOP Act);
- (b) any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of Part 3 of the SOP Act; or
- (c) any claim to money which the Principal may have against the Contractor whether for damages or otherwise,

whether under the Contract or otherwise at law.

12. COMPLETION

12.1 Process

The Contractor must notify the Principal's Representative in writing 7 days prior to the date upon which the Contractor anticipates that Completion will be reached.

The Principal's Representative, after receipt of this notice from the Contractor, must inspect the Works and the Contractor's Activities and, if appropriate, issue a Certificate of Completion stating the date that the Principal's Representative determines Completion was achieved. Should the Principal's Representative, acting reasonably, consider that the Works have not achieved Completion, the Principal's Representative must inform the Contractor in writing of the matters that are considered incomplete.

This process will be continued until the matters are resolved in accordance with this Contract and the Certificate of Completion is issued.

The issue of a Certificate of Completion will not:

- (a) constitute approval of any work or other matter nor will it prejudice any claim by the Principal;
- (b) constitute approval by the Principal or the Principal's Representative of the Contractor's performance of its obligations under the Contract;
- (c) be taken as an admission or evidence that the Works or the Portion complies with the requirements of the Contract; or
- (d) prejudice any rights or powers of the Principal or the Principal's Representative. Upon the Date of Completion the Contractor must vacate the Site.

12.2 Liquidated Damages for Delay in Reaching Completion

If the Contractor fails to reach Completion by the Date for Completion, the Contractor will be indebted to the Principal for liquidated damages at the rate stated in the Contract Particulars for every day after the Date for Completion to and including the Date of Completion or the date that the Contract is terminated, whichever first occurs.

If after the Contractor has paid or the Principal has deducted liquidated damages, the Date for Completion is extended, the Principal must forthwith repay to the Contractor any liquidated damages paid or deducted in respect of the period up to and including the new Date for Completion.

12.3 Limit on Liquidated Damages

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. RISK OF THE WORKS AND INSURANCE

13.1 Risk and Indemnity

Except where it arises from an Excepted Risk, the Contractor will bear the risk of and indemnify the Principal against:

- (a) any loss of or damage to the Works, plant and equipment and unfixed goods and materials (whether on or off Site) until Completion;
- (b) after Completion, any loss of or damage to the Works arising from any act or omission of the Contractor during the Defects Liability Period or from an event which occurred prior to Completion;
- (c) any loss of or damage to property of the Principal; and
- (d) any liability to or claims by a third party in respect of loss of, loss of use of, or damage to property or injury to or death of persons caused by, or arising out of, or any way in connection with, the Contractor's Activities.

13.2 Works Insurance – Alternative 1

This alternative applies if so stated in the Contract Particulars.

Before commencing the Contractor's Activities, the Contractor must effect and maintain until the issue of the Final Certificate, insurance for loss of and damage to the Works (including any Temporary Works and all materials, constructional plant and other things that are brought onto the Site by or on behalf of the Contractor or are entrusted to the Contractor by the Principal) in the joint names of the Principal and the Contractor and covering the Contractor, subcontractors, the Principal's Representative and the Principal, for an amount not less than the Contract Sum.

The Contractor must provide evidence of the insurances to the Principal's Representative prior to commencement of the Contractor's Activities on Site.

13.3 Works Insurance – Alternative 2

This alternative applies if so stated in the Contract Particulars.

Upon entering into this Contract, if there are any policies for insurance of the Works included in Exhibit G these policies will come into effect and will cover the Contractor, the Principal, the Principal's Representative and all subcontractors employed by the Contractor in respect of the Contractor's Activities.

The Principal must maintain the policies until the issue of the Final Certificate.

This insurance is subject to the exclusions, conditions and excesses noted on the policies, and is deemed to satisfy the Principal's obligation to effect insurance. The Contractor acknowledges and agrees that it was provided with a copy of terms of the insurance policies in Exhibit G prior to the date of this Contract and it reviewed and examined the terms of those insurance policies and:

- (a) has satisfied itself as to the nature and extent of the cover provided by those insurance policies;
- (b) must, if required by the Contractor, take out at the Contractor's expense any insurance to:
 - (i) insure any risks not insured by the insurance policies in Exhibit G; or
 - (ii) cover any exclusions, conditions or excesses in the insurance policies in Exhibit G,which the Contractor wants to insure against or cover; and
- (c) where it bears the risk of the relevant loss or damage, or is required to indemnify the Principal, agrees to bear the cost of any excesses in the insurance policies in Exhibit G.

13.4 Public and Products Liability Insurance – Alternative 1

This alternative applies if so stated in the Contract Particulars.

Before commencing the Contractor's Activities, the Contractor must effect and maintain until the issue of the Final Certificate, a broad form public and products liability insurance policy.

The policy must:

- (a) be in the joint names of the Principal and the Contractor;
- (b) cover the:
 - (i) respective rights and interests;
 - (ii) liabilities for loss or damage to property (other than property required to be insured by clause 13.2) and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy); and
 - (iii) liabilities to third parties,of the Contractor and the Principal, the Principal's Representative, subcontractors from time to time, arising out of the Contractor's Activities; and
- (c) provide insurance cover for an amount not less than the amount stated in the Contract Particulars, or if no amount is stated, [REDACTED] for any single occurrence.

The Contractor must provide evidence of the insurances to the Principal's Representative prior to commencement of the Contractor's Activities on Site.

13.5 Public and Products Liability Insurance – Alternative 2

This alternative applies if so stated in the Contract Particulars.

Upon entering into this Contract, if there are any policies for public liability insurance included in Exhibit G these policies will come into effect and will cover the Contractor, the Principal, the Principal's Representative and all subcontractors employed by the Contractor in respect of the Contractor's Activities.

The Principal must maintain the policies until the issue of the Final Certificate.

This insurance is subject to the exclusions, conditions and excesses noted on the policies, and is deemed to satisfy the Principal's obligation to effect insurance. The Contractor acknowledges and agrees that it was provided with a copy of terms of the insurance policies in Exhibit G prior to the date of this Contract and it reviewed and examined the terms of those insurance policies and:

- (a) has satisfied itself as to the nature and extent of the cover provided by those insurance policies;
- (b) must, if required by the Contractor, take out at the Contractor's expense any insurance to:
 - (i) insure any risks not insured by the insurance policies in Exhibit G; or
 - (ii) cover any exclusions, conditions or excesses in the insurance policies in Exhibit G,which the Contractor wants to insure against or cover; and
- (c) where it bears the risk of the relevant loss or damage, or is required to indemnify the Principal, agrees to bear the cost of any excesses in the insurance policies in Exhibit G.

13.6 Professional Indemnity Insurance

Where so stated in the Contract Particulars, the Contractor must effect and maintain professional indemnity insurance:

- (a) which covers liability arising from a breach of a duty owed in a professional capacity, whether owed in contract or otherwise, by any act or omission of the Contractor or its subcontractors in relation to the carrying out of the Contractor's Activities in accordance with this Contract;
- (b) with a limit of indemnity of the amount specified in the Contract Particulars for any one claim with provision for one reinstatement per period of insurance; and
- (c) until 7 years after the Date of Completion of the last Portion to achieve Completion.

13.7 Contractor's Other Insurance Obligations

The Contractor must ensure the following insurance policies are in place before commencing the Contractor's Activities, and must ensure that these insurances are maintained until the issue of the Final Certificate or as otherwise indicated below:

- (a) workers' compensation or employers liability insurance covering liability for death of or injury to persons employed by the Contractor including liability by statute and at common law; and
- (b) if the Contractor's Activities includes the use of motor vehicles or constructional plant licensed for road use to transport items or substances, the Contractor must effect a policy of comprehensive motor vehicle insurance for motor vehicles and such plant covering own damage and third party

liability for property damage, extended specifically to cover transportation of such items or substances, for an amount stated in the Contract Particulars.

Without limiting its rights under clause 14, if the Contractor fails to effect or maintain any insurance, the Principal may effect the insurance at the Contractors cost.

The Contractor must provide evidence of the insurances to the Principal's Representative prior to commencement of the Contractor's Activities on Site.

13.8 Cross Liability

Where this Contract requires insurance to be effected in joint names the party effecting the insurance must ensure that the insurance policy provides that:

- (a) insofar as the policy may cover more than one insured, all insuring agreements and endorsements (with the exception of limits of liability) will operate in the same manner as if there were a separate policy of insurance covering each named insured;
- (b) the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against any of the parties covered as an insured;
- (c) failure by any insured to observe and fulfil the terms of the policy will not prejudice the insurance in regard to any other insured;
- (d) any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy; and
- (e) a notice to the insurer by one insured will be deemed to be the notice of all insured parties.

14. TERMINATION

14.1 Notice of Breach

If the Contractor is in breach of the Contract, then the Principal may give a written notice to the Contractor stating:

- (a) that it is a notice under this clause 14.1;
- (b) the breach relied upon; and
- (c) that the Contract will be terminated unless the breach is remedied within the period set out in the notice.

14.2 Termination for Breach or Financial Difficulty

The Principal may, without prejudice to any other right, terminate the Contract by notice in writing to the Contractor from the date stated in the notice if:

- (a) the Contractor fails to remedy a breach of the Contract within the time stated in a notice under clause 14.1; or
- (b) whether or not the Contractor is in breach of the Contract, the Contractor becomes an externally administered body corporate (as defined in the Corporations Act 2001 (Cth)) or commits an act of bankruptcy or is in the Principal's reasonable opinion unable to pay its debts or to financially proceed with the Contract.

If the Contract is terminated under clause 14.2 the rights and liabilities of the parties will be the same as they would be at common law if the Contractor had wrongfully repudiated

the Contract and the Principal had elected to treat the Contract as at an end and recover damages.

This clause 14.2 will survive the termination of the Contract by the Principal under this clause 14.2.

14.3 Termination for any reason

The Principal may terminate the Contract at any time for its sole convenience and for any reason, by written notice addressed to the Contractor and thereafter, at its absolute discretion, complete the uncompleted part of the Works either itself or by engaging another contractor.

If the Principal terminates the Contract under this clause 14.3, the Contractor:

- (a) will be entitled, for work performed prior to the date of termination, to the amount which would have been payable if the Contract had not been terminated and the Contractor had submitted a payment claim for work performed to the date of termination; and
- (b) must immediately hand over to the Principal all copies of any documents provided by the Principal to the Contractor and all material brought into existence by the Contractor in delivering the Works (whether complete or not).

The amount to which the Contractor is entitled under clause 14.3(a) will be a limitation upon the Principal's liability to the Contractor arising out of, or in any way in connection with, the termination of the Contract and the Contractor may not make any claim (under the Contract or otherwise at law or in equity) against the Principal arising out of, or in any way in connection with, the termination of the Contract other than for the amount payable under clause 14.3(a).

This clause 14.3 will survive the termination of the Contract by the Principal under this clause 14.3.

15. DISPUTE RESOLUTION

If any dispute or difference concerning or in any way related to the Contract arises between the Principal (or the Principal's Representative) and the Contractor, then either party may give the other party written notice of the dispute.

The Contractor and the Principal must endeavor to resolve any dispute expeditiously by negotiation.

If a dispute between the Contractor and the Principal is not resolved by negotiation within 28 days of the issue of the notice of dispute, then, if a party wishes to take further steps to resolve the dispute it must, prior to commencing litigation by notice in writing to the other party refer the dispute to mediation in accordance with, and subject to, The Resolution Institute Mediation Rules and Conciliation Rules.

The mediator will be an independent person agreed by the parties or, failing agreement within 14 days after the referral of the dispute to mediation, the mediator will be an independent person appointed by the Chair of the Resolution Institute.

The cost of mediation will be borne equally by the parties.

If the dispute is not resolved within 60 days of the submission of the dispute to mediation (or such longer period as may be agreed upon by the parties), then, either party may commence litigation to resolve the dispute.

Notwithstanding the existence of a dispute, the Principal and Contractor must continue to perform the Contract, and the Contractor must continue with the Contractor's Activities.

16. GENERAL

16.1 Governing Law

The Contract is subject to the laws of the State of New South Wales.

16.2 Confidentiality

- (a) Subject to clause 16.2(b), the Contractor must:
 - (i) keep confidential this Contract and any information relating to the Contractor's Activities and any discussions concerning this Contract; and
 - (ii) ensure that each of its officers, employees and subcontractors complies with the terms of clause 16.2(a)(i).
- (b) The Contractor is not obliged to keep confidential any information:
 - (i) which is in the public domain through no default of the Contractor; or
 - (ii) the disclosure of which is:
 - A. required by Law;
 - B. consented to in writing by the Principal; or
 - C. given to a court in the course of proceedings to which the Contractor is a party or to an expert or other person appointed under this Contract or an agreed arbitrator.
- (c) The Contractor must submit to the Principal's Representative within 14 days of the date of this Contract:
 - (i) a Corporate Confidentiality Deed Poll in the form of Part B of Schedule 4 executed by the Contractor; and
 - (ii) Individual Confidentiality Deeds Poll in the form of Part A of Schedule 4 executed by each member of the Contractor's personnel who will be carrying out the Contractor's Activities.
- (d) If required by the Principal's Representative the Contractor must:
 - (i) ensure that all employees of the Contractor that have access to the information described in the Confidentiality Deed Poll are aware of their obligations under the terms of the Confidentiality Deed Poll in Schedule 4; and
 - (ii) ensure that each subcontractor, including suppliers and consultants, to the Contractor execute and submit a Confidentiality Deed Poll to the Principal's Representative within the time directed by the Principal's Representative.
- (e) The Contractor acknowledges that the Principal may disclose this Contract (and information concerning the terms of this Contract) under or in accordance with any one or more of the following:
 - (i) the Government Information (Public Access) Act 2009 (NSW);

- (ii) the Ombudsman Act 1974 (NSW);
 - (iii) to satisfy the disclosure requirements of the New South Wales Auditor General or to satisfy the requirements of Parliamentary accountability; and
 - (iv) any other Law.
- (f) The Contractor must provide to the Principal any other information which the Principal reasonably requires to comply with its obligations under the item referred to in clause 16.2(e).

16.3 The Principal May Act

The Principal may, either itself or by a third party, perform an obligation which the Contractor was obliged to perform but which it failed to perform. The costs, expenses and damages suffered or incurred by the Principal in performing such an obligation will be a debt due from the Contractor to the Principal.

16.4 Civil Liability Act

- (a) It is agreed that to the extent permitted by law the operation of Part 4 of the Civil Liability Act 2002 (NSW) is excluded in relation to all and any rights, obligations and liabilities under this Contract whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise.
- (b) Without limiting the generality of clause 16.4(a) it is further agreed that the rights, obligations and liabilities of the Principal and the Contractor (including those relating to proportionate liability) are as specified in this Contract and not otherwise whether such rights, obligations and liabilities are sought to be enforced by a claim in contract, tort or otherwise.

16.5 Assignment

- (a) The Contractor must not assign, transfer or novate any of its rights, interests or obligations in this Contract without the prior written consent of the Principal and except on such terms as are determined in writing by the Principal.
- (b) The Principal may at any time, at its sole discretion, assign, transfer or novate any of its rights, interests or obligations in this Contract to any person. If the Principal elects to novate the Contract the Principal will provide the Contractor with a duly completed deed of novation in the form of Schedule 9 or any other form acceptable to the Principal and the Contractor must execute the deed of novation and deliver it to the Principal within 5 Business Days of the Principal's request to do so.

16.6 Personal Property Securities (PPS) Act

- (a) By signing this Contract, the Contractor acknowledges and agrees that if this Contract and the transactions contemplated by it, operate as, or give rise to, a security interest for the purposes of the PPS Law (Security Interest), the Contractor shall do anything (including amending this Contract or any other document, executing any new terms and conditions or any other document, obtaining consents, getting documents completed and signed and supplying information) that the Principal considers necessary under or as a result of the PPS Law for the purposes of:
 - (i) ensuring that the Security Interest is enforceable, perfected or otherwise effective and has the highest priority possible under PPS Law;

- (ii) enabling the Principal to apply for any registration, or give any notification, in connection with the Security Interest, including the registration of a financing statement or financing change statement; or
 - (iii) enabling the Principal to exercise rights in connection with the Security Interest and this Contract.
- (b) If Chapter 4 of the PPS Act applies to the enforcement of the Security Interest, the Contractor agrees that sections 95, 120, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPS Act will not apply to the enforcement of the Security Interest.
- (c) The Contractor:
 - (i) acknowledges that the Security Interests created under or pursuant to this Contract relate to collateral and all proceeds in respect of that collateral (until the Principal is paid in full for the collateral);
 - (ii) acknowledges that to the maximum extent permitted by law, it waives any right to receive a verification statement under the PPS Law in respect of the Security Interest; and
 - (iii) undertakes it will not register a financing change statement without the prior written consent of the Principal.
- (d) The parties agree that neither of them will disclose information of the kind referred to in section 275(1) of the PPS Act and that this clause constitutes a confidentiality agreement within the meaning of the PPS Law.
- (e) The Contractor agrees to waive any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of the above information.

16.7 Notices

- (a) Unless otherwise notified by the Principal's Representative to the Contractor, notices in connection with this Contract must be sent via the PDCS and be addressed to the Principal's Representative or Contractor's Representative (as applicable).
- (b) All notices must be in writing, and all instructions by the Principal must be in writing or, if given orally, must be confirmed in writing as soon as practicable.
- (c) The Principal has no liability for any losses the Contractor may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS, and the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim against the Principal arising out of or in connection with the Contractor's access to or use of the PDCS or any failure of the PDCS.
- (d) The Contractor acknowledges and agrees that it has made full allowance in the Contract Sum for all its costs in complying with its obligations set out in this clause 16.7, including establishing the PDCS.

17. LIMITATION OF LIABILITY

- (a)

- (b) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED] [REDACTED]
[REDACTED]
- [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]ts.

18. GST

- (a) The parties acknowledge that unless otherwise expressly stated all amounts of monetary consideration in this Contract are exclusive of GST.
- (b) If GST is or becomes payable on a supply made by a party (Supplier) under or in connection with this Contract, including the Contractor's Activities or the Works, the party providing consideration for the supply (Recipient) must pay an additional amount to the Supplier equal to the GST payable by the Supplier (or representative member of a GST group of which the Supplier is a member) in relation to the supply.
- (c) Any amount payable under clause 18(b) will be paid to the Supplier at the same time as the consideration for the supply is paid to the Supplier.
- (d) If any party is required under this Contract to reimburse or pay to the other party an amount (other than any payment on account of the Contract Sum) calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party (or representative member of a GST group of which that party is a member) is entitled in respect of any acquisition relating to that cost, expense or other amount.
- (e) Notwithstanding any other provision of this Contract, where the Recipient is the Contractor, it will not be obliged to pay any amount in respect of GST to the Principal (whether under this clause 18 or otherwise) in respect of a taxable supply made by the Principal unless the Principal issues to the Contractor a tax invoice that complies with the GST Law in respect of that taxable supply.
- (f) The parties agree that unless otherwise agreed in writing, the following will apply to all taxable supplies made by the Contractor to the Principal under or in connection with this Contract:
- (i) the Principal will issue to the Contractor a recipient created tax invoice (**RCTI**) for each taxable supply made by the Contractor to the Principal under this Contract;
 - (ii) the Principal will issue to the Contractor an adjustment note for any adjustment event;

- (iii) the Contractor will not issue a tax invoice in respect of any taxable supply it makes to the Principal; and
 - (iv) the Principal may notify the Contractor that it will no longer issue a RCTI for each taxable supply made by the Contractor under this Contract, in which case, from that point in time, the Principal will not be required to issue RCTIs in respect of such supplies and the Contractor will be required to issue tax invoices to the Principal (including under clause 11.3) as a condition precedent to the Principal being obliged to pay any amount in respect of GST to the Contractor in respect of any such taxable supply.
- (g) Each party acknowledges and warrants that at the time of entering into this Contract it is registered for GST and will notify the other party if it ceases to be registered for GST or ceases to comply with any of the requirements of any taxation ruling issued by a taxation authority relating to the creation of RCTIs.
 - (h) If the GST payable in relation to a supply made by the Supplier under this Contract varies from the additional amount paid by the other party under this clause 18 in respect of that supply, then the Supplier will provide a corresponding refund or credit to or will be entitled to receive the amount of that variation from the other party (as appropriate).
 - (i) The Contractor must ensure that any insurance which the Contractor is required by clause 13 to effect, covers any liability to GST such that the proceeds of any claim under the policy (after payment of GST) are sufficient to fully indemnify the party who suffers the loss that is claimed.
 - (j) In clauses 11.3 and 18:
 - (i) **GST** means the tax payable on taxable supplies under GST Law;
 - (ii) **GST Law** means the A New Tax System (Goods & Services Tax) Act 1999 and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax; and
 - (iii) terms that are defined in GST Law have the meaning provided by GST Law.

19. TFNSW'S STATEMENT OF BUSINESS ETHICS

- (a) The Contractor must at all times comply with TfNSW's Statement of Business Ethics.
- (b) Prior to the engagement of any subcontractor by the Contractor, the Contractor must obtain a written acknowledgement from such subcontractor that it has received, read, understood and will comply with TfNSW's Statement of Business Ethics.

20. NSW GUIDELINES

20.1 NSW Guidelines

In addition to terms defined in this document, terms used in clause 20 have the same meaning as is attributed to them in the New South Wales Government's Implementation Guidelines to the NSW Industrial Relations Guidelines: Building and Construction Procurement (**NSW Guidelines**) (as published by the NSW Treasury July 2013).

20.2 Primary Obligation

- (a) The Contractor must at all times comply with, and meet any obligations imposed by, the NSW Guidelines.
- (b) The Contractor must notify the CCU and the Principal of any possible non-compliance with the NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.
- (c) Where the Contractor engages a subcontractor, the Contractor must ensure that the contract imposes on the subcontractor equivalent obligations to those in clause 20, including that the subcontractor must at all times comply with, and meet any obligations imposed by, the NSW Guidelines.
- (d) The Contractor must not appoint or engage another party in relation to the Works where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Guidelines.

20.3 Access and Information

- (a) The Contractor must maintain adequate records of compliance with the NSW Guidelines by it, its subcontractors and related entities.
- (b) The Contractor must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:
 - (i) enter and have access to sites and premises controlled by the Contractor, including but not limited to the Site;
 - (ii) inspect any work, material, machinery, appliance, article or facility;
 - (iii) access information and documents;
 - (iv) inspect and copy any record relevant to the Works;
 - (v) have access to personnel; and
 - (vi) interview any person,as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Guidelines, by the Contractor, its subcontractors and related entities.
- (c) The Contractor, and its related entities, must agree to, and comply with, a request from authorised personnel (including personnel of the CCU) for the production of specified documents by a certain date, whether in person, by post or electronic means.

20.4 Sanctions

- (a) The Contractor warrants that at the time of entering into this Contract, neither it, nor any of its related entities, are subject to a sanction in connection with the NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Guidelines apply.
- (b) If the Contractor does not comply with, or fails to meet any obligation imposed by, the NSW Guidelines, a sanction may be imposed against it in connection with the NSW Guidelines.
- (c) Where a sanction is imposed:

- (i) it is without prejudice to any rights that would otherwise accrue to the parties; and
- (ii) the State of NSW (through its agencies, Ministers and the CCU) is entitled to:
 - A. record and disclose details of non-compliance with the NSW Guidelines and the sanction; and
 - B. take them into account in the evaluation of future procurement processes and responses that may be submitted by the Contractor, or its related entities, in respect of work to which the NSW Guidelines apply.

20.5 Compliance

- (a) The Contractor bears the cost of ensuring its compliance with the NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Guidelines. The Contractor is not entitled to make a claim for reimbursement or an extension of time from the Principal or the State of NSW for such costs.
- (b) Compliance with the NSW Guidelines does not relieve the Contractor from responsibility to perform the Works and any other obligation under the Contract, or from liability for any Defect in the Works or from any other legal liability, whether or not arising from its compliance with the NSW Guidelines.
- (c) Where a change in the Contract or the Works is proposed, and that change may, or may be likely to, affect compliance with the NSW Guidelines, the Contractor must immediately notify the Principal (or nominee) of the change, or likely change and specify:
 - (i) the circumstances of the proposed change;
 - (ii) the extent to which compliance with the NSW Guidelines will be, or is likely to be, affected by the change; and
 - (iii) what steps the Contractor proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to a Workplace Relations Management Plan or Project Work Health and Safety Management Plan),

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

Schedule 3 – Amendments to the Contract Particulars

Principal: **Sydney Metro** ABN 12 354 063 515

Address: Level 43, 680 George Street
Sydney NSW 2000

Tel: 02 8265 9400

Contractor: **Quickway Constructions Pty Ltd** ABN 80 123 146 449

Address: Unit 40, 2 Slough Avenue, Silverwater
NSW 2128

Tel: 02 9644 6333

Pre-Conditions to Completion: Anything else stated in the Contract to be a condition precedent to, or requirement of, Completion
(clause 1.1)

Additional Contract Documents:
(clause 1.1)

Contractor's Representative: [REDACTED] [REDACTED] Senior Project Manager
(clause 1.1)

Principal's Representative: [REDACTED] [REDACTED]
(clause 1.1)

Contract Sum: \$ [REDACTED] (excluding GST) comprising of:
(clause 1.1)

- (a) \$ [REDACTED] (excluding GST) in respect of Portions 1 and 2 (the "**Portion 1 and 2 Contract Sum**");
- (b) \$ [REDACTED] (excluding GST) in respect of Portion 3 (the "**Portion 3 Contract Sum**");
- (c) \$ [REDACTED] (excluding GST) in respect of Portion 4A (the "**Portion 4A Contract Sum**"); and
- (d) \$ [REDACTED] (excluding GST) in respect of Portion 4B (the "**Portion 4B Contract Sum**"),

as set out in Part A and E of Exhibit H.

Defects Liability Period: [REDACTED]
(clause 1.1)

Portion 1: Those parts of the Works that are to be carried out and completed at or in the vicinity of The Bays;

Portion 2: Those parts of the Works that are to be carried out and completed at or in the vicinity of the Precast Service Facility;

Portion 3: Those parts of the Works that comprise of utilities relocation works and other related activities at Westmead; and

Portion 4A: Those parts of the Works that comprise of removal of overhead power lines and other related activities at Five Dock (but not comprising Portion 4B).

Portion 4B: Permanent restoration of potholes and trenches caused by Portion 4A works but excluding permanent restoration of Sydney Metro driveway).

Project:
(clause 1.1)

The Sydney Metro project, including the project to build a new metro railway that will connect the Sydney CBD and Parramatta, linking communities along the way with a new underground railway (Sydney Metro West), the project to build a new metro railway which will service Greater Western Sydney and the new Western Sydney International Airport, and other ancillary projects arising out of or in connection with, or as a result of, the Sydney Metro project.

Reports:
(clause 1.1)

The documents (if any) included in Exhibit K

The Works:
(clause 1.1)

Means:

- (a) the enabling works (power) for the Bays and the OSL Precast Facility for the Sydney Metro West Project;
- (b) utility relocation works (including Telstra, Jemena and Other Telecommunications Provider cables) and other related activities at Westmead for the Sydney Metro West Project; and
- (c) removal of overhead power lines, poles and other related activities at Five Dock and all other works as set out in Exhibit M – Services Brief,

and all other works as set out in Exhibit M – Services Brief.

Date for Completion:
(clause 1.1)

Portion 1: ☐ ☐ ☐

Portion 2: ☐ ☐ ☐

Portion 3: ☐ ☐ ☐

Portion 4A: [REDACTED] [REDACTED] [REDACTED]

Portion 4B: [REDACTED]

Working Days:
(clause 1.2(c))

As per the Project Planning Approval.

Name

Role

Safety Manager

[illegible]

Project Manager

Nominated Work	Subcontract
Occupational Hygienist	

Email: [REDACTED]

Project Planning Approval

■■■ of the Contract Sum ■■■ ■■■ ■■■

(a) 

(b) 

(c) 

██████████

Principal Contractor under the WHS Legislation:

(clause 2.8(a))

Contractor

Australian Government Requirements:

(clause 2.14)

Applicable

Sites:

(clause 3.1)

As described in Schedule 10

Site access dates:

(clause 3.1(a))

Area identified as "Area E1A" in the Site Access Plan	The date of this Contract
Area identified as "Area E1B" in the Site Access Plan	The date of this Contract
Area identified as "Areas E1C" in the Site Access Plan	The date of this Contract
Eastern Creek Area identified as "SA-ASP1" in the Site Access Plan	The date of this Contract
<u>Silverwater Ancillary Facility means the land under Folio Identifiers 231/1285285 and 232/1285285, as identified as in the Site Access Plan</u>	■■■■■

Site access preconditions:

(clause 3.1(c)(ii)E)

As specified in the Services Brief

Maximum daily amount of delay damages for failure to give access:

(clause 3.1(f)(ii))

\$■■■■■ (excluding GST)

Claim Permitted in relation to Contamination in Reports:

(clause 3.5(e)(ii)B)

Not applicable

Applicable

Rates or prices for the valuation of Variations:

As set out in Exhibit H

Percentage for preliminaries, profit and overheads to be applied to daywork costs:

103

Warranties:
(clause 7.9)

Description of Equipment and Warranty (including Term)

Beneficiaries of Warranty (in addition to Sydney Metro)

Siemens Substation kiosk and switchgear at the Bays - 3 years from the Date of Completion

Sydney Metro and Sydney Metro's tunnelling contractor

(clause 1.1 and 7.10)

Provisional Sum Work

Provisional Sum

\$

[illegible]

\$

[illegible]

\$ [REDACTED]

[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED]

\$ [REDACTED]

_____, _____
 _____, _____

Portion 1 - The Bays; and
Portion 2 - Precast service facility;
Portion 3 - Westmead utilities relocation works;
Portion 4A - Five Dock overhead power relocation,
as more particularly described in the Services Brief; and
Portion 4B - Five Dock permanent restoration of affected Council
assets.

27 March 2026

[illegible]

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

**Maximum daily
amount for
delay costs:**
(clause 10.6)

\$ [REDACTED]

**Causes
Delay Cost:**
(clause 10.6)

for • [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

• [REDACTED]
[REDACTED]
[REDACTED]

Payment Basis: Lump Sum with no adjustment for rise and fall.
(clause 11.1)

Times Payment Claims: for Last calendar day of each month in which the work was carried out.
(clause 11.2)

Times Payment Schedule: for 10 Business Days after receipt of payment claim.
(clause 11.3)

Liquidated Damages: [REDACTED] per day for each Portion
(clause 12.2)

Limit Liquidated Damages: on (a) In respect of Portions 1 and 2, [REDACTED] of the Portion 1 and 2 Contract Sum;
(clause 12.3) (b) In respect of Portion 3, [REDACTED] of the Portion 3 Contract Sum;
(c) In respect of Portion 4A, [REDACTED] of the Portion 4A Contract Sum; and
(d) In respect of Portion 4B, [REDACTED] of the Portion 4B Contract Sum.

Works [REDACTED]

Insurance:

(clause 13.2 and 13.3) [REDACTED]

(a) Alternative
applying

**Public and
Products
Liability**

Insurance: [REDACTED]

(clause 13.4 and 13.5) [REDACTED]

(a) Alternative
applying

If Alternative 1
applies

(b) Public
Liability
Insurance

Professional [REDACTED]

Indemnity [REDACTED]

Insurance: [REDACTED]

(clause 13.6)

Motor Vehicle [REDACTED]

Insurance: [REDACTED]

(clause 13.7(b))

Limit of [REDACTED] **of the Contract Sum**

**Contractor's
Liability:**

(clause 17)

Schedule 4 - Amendments to Schedule 5 (Third Party Agreement Responsibility Allocations) of the Principal Document

[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
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Schedule 5 - Amendments to Schedule 10 (Sites) of the Principal Document

Refer to Section 2 of the Amended Services Brief contained in Schedule 11.

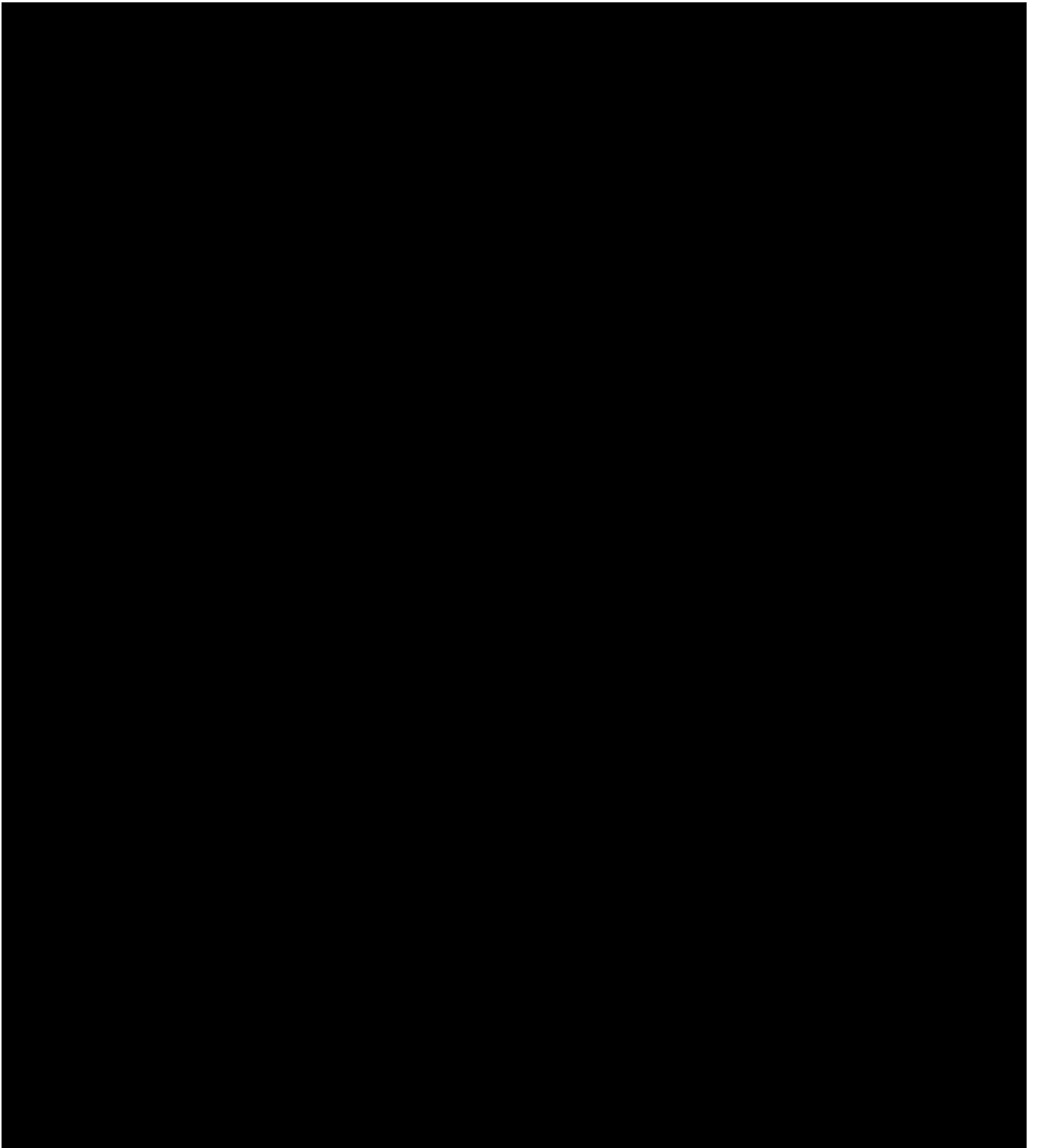
Schedule 6 - Amendments to Exhibit F (Information Documents) of the Principal Document

Information Documents – Portions 4A and 4B		
File Name	Title	Author
Attachment A	Utility Investigation Works Data Package Five Dock	RPS
Attachment G	Geomap	AFJV

Schedule 7 - Amendments to Exhibit H (Contractor's Schedules) of the Principal Document

[REDACTED]

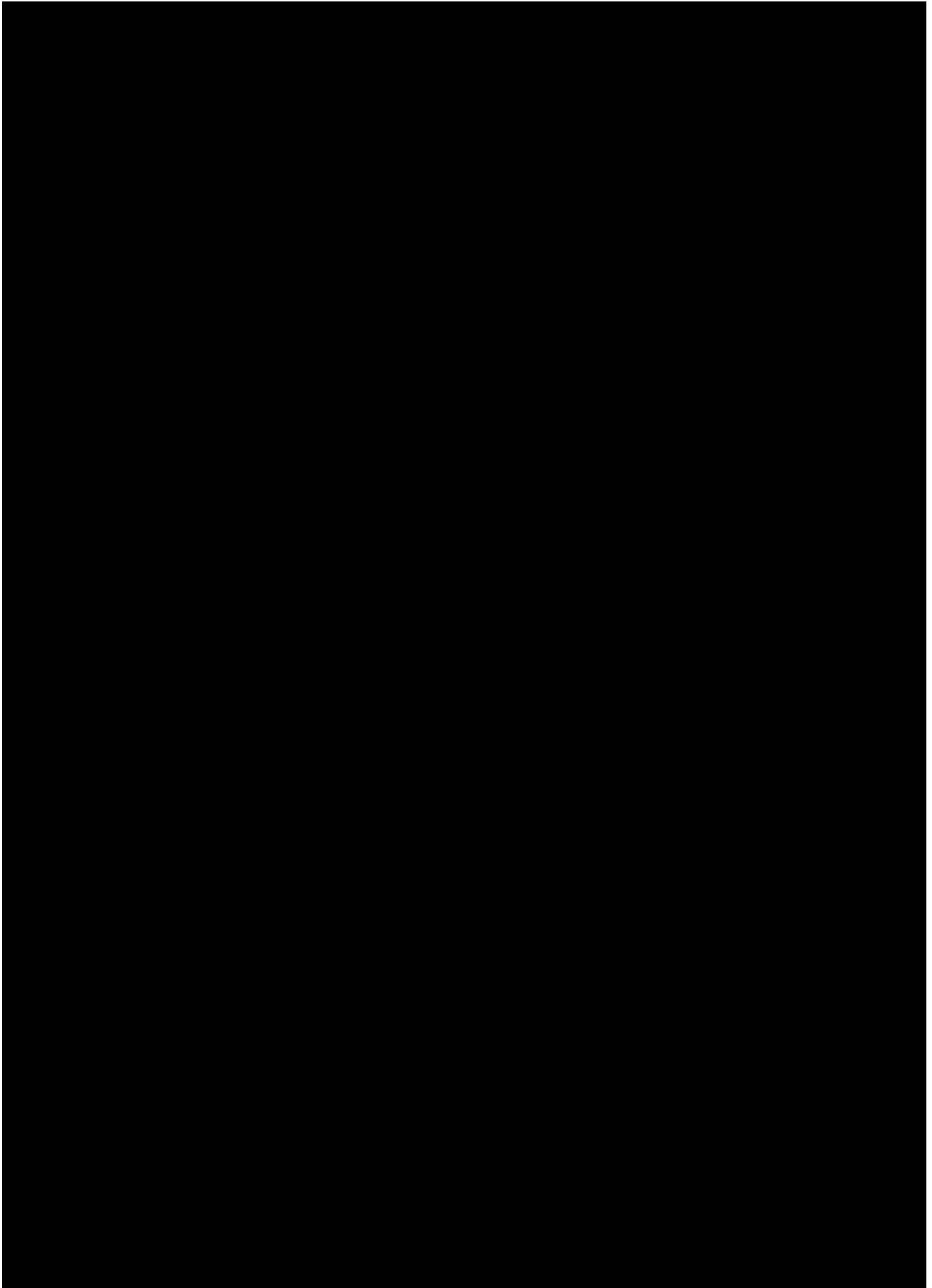
[REDACTED]

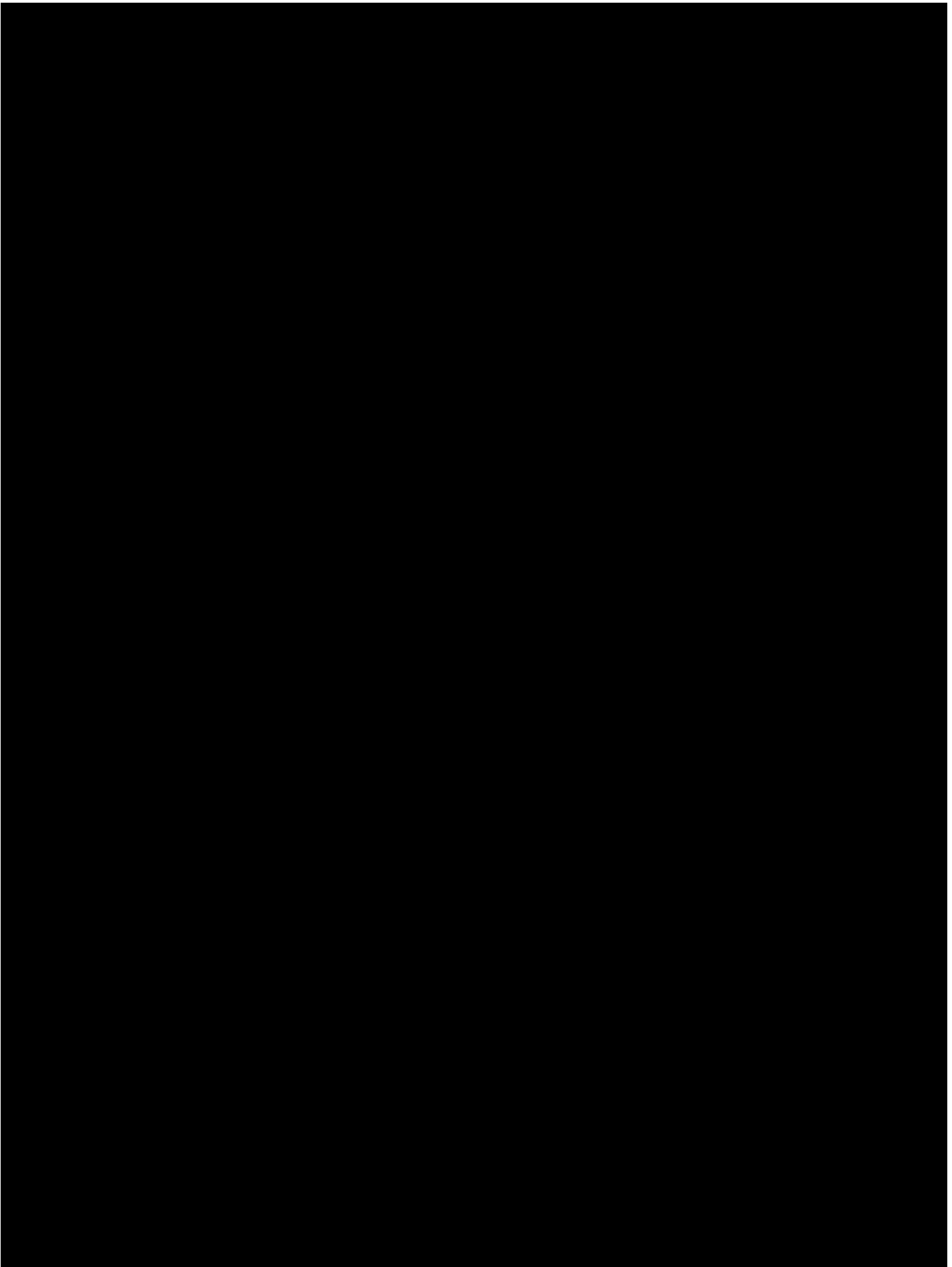


[REDACTED]

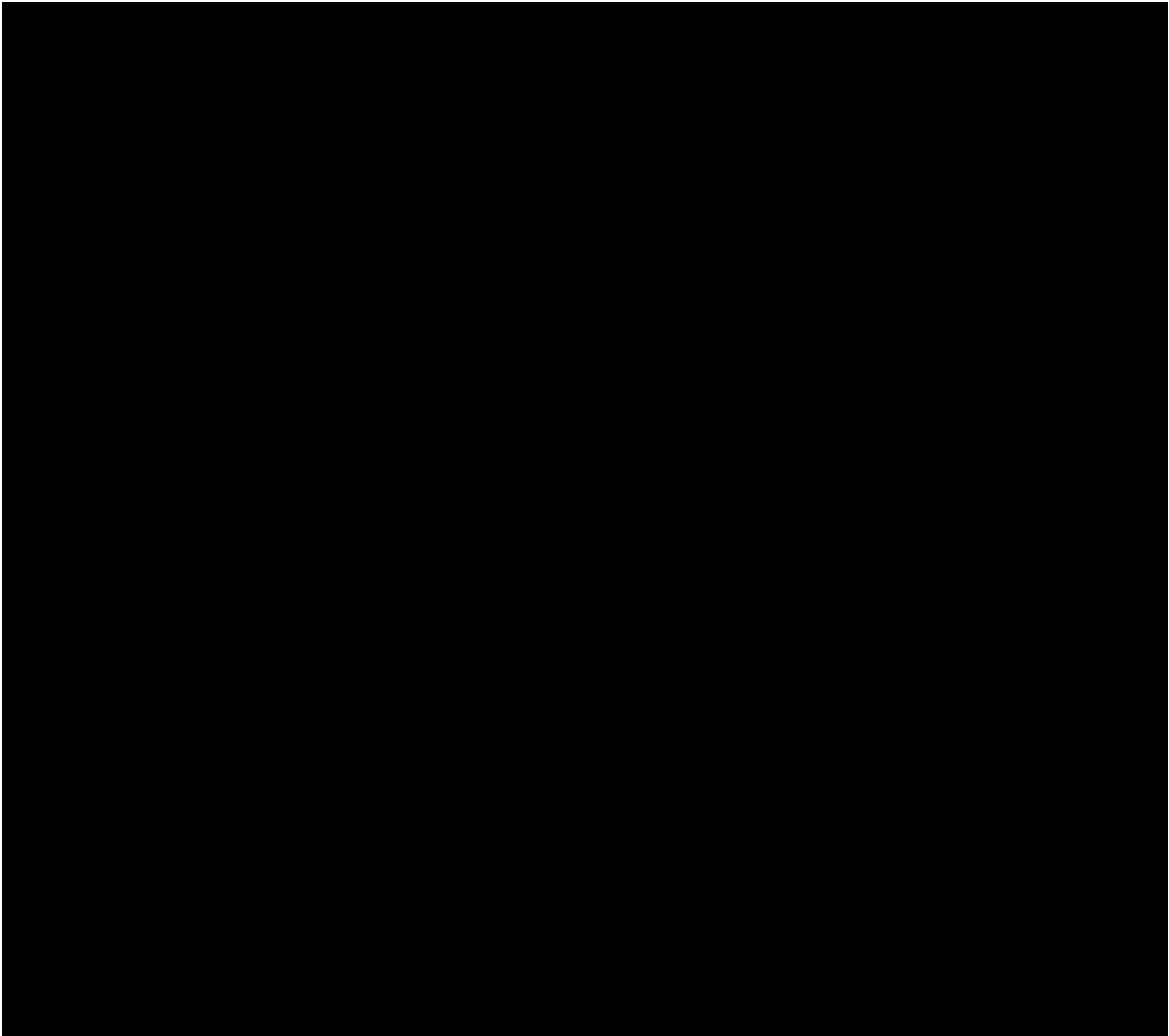
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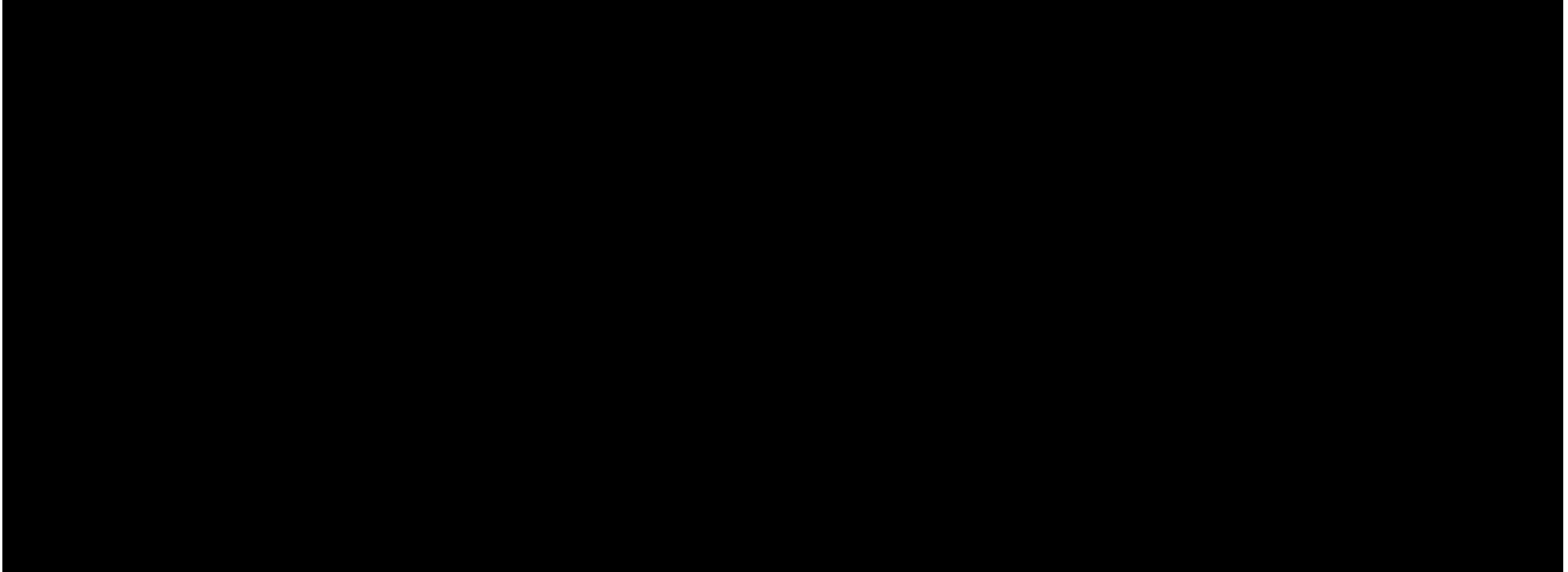




Schedule 8 - Amendments to Exhibit I (Site Access Plan) of the Principal Document



Schedule 9 - Amendments to Exhibit K (Reports) of the Principal Document



Schedule 10 - Amendments to Exhibit L (Third Party Agreements) of the Principal Document

EXHIBIT L – THIRD PARTY AGREEMENTS

(Clause 2.13)

1. Deed of Licence
2. Rozelle Interface Agreement
3. Cumberland Council Interface Agreement
4. Telstra Agreement
5. Jemena Agreement
6. City of Canada Bay Council Interface Agreement
7. Ausgrid Interface Agreement

Schedule 11 - Amendments to Exhibit M (Services Brief) of the Principal Document

Services Brief

Sydney Metro West Power Enabling Works – FIVE DOCKS

Revision:	1.4
Date	23/06/25
Status	Final
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Terms & Definitions

	Definitions
AEO	Means an Authorised Engineering Organisation authorised by the ASA to carry out design, design assurance, systems engineering and verification and validation for rail infrastructure and rail systems in NSW
ASP1	Level 1 accredited service provider to construct the approved design
ASP3	Level 3 accredited service provider to design the infrastructure
BOA	means Sydney Water Building Over and Adjacent
Certified Contaminated Land Consultant	A person who holds certification under a scheme endorsed by the Contaminated Land Consultant Certification Policy (NSW EPA, Version 2, November 2017)
Certified Occupational Hygienist (COH)	A person who holds Certification with the Australian Institute of Occupational Hygienists (AIOH), along with experience in the assessment and control of occupational health hazards, relevant to the activities and processes inherent to the Sydney Metro Contract Package
Contamination	Has the meaning defined by the Contaminated Land Management Act 1997
Contractor	Means an entity appointed by Sydney Metro to provide professional services.
Contractor's Activities	Means the services that must be provided by the Contractor including as set out or referred to in this Services Brief, and any incidental or related services requested in writing by Sydney Metro, as may be varied.
Councils	Means local government councils
CTMF	Means Construction Traffic Management Framework (CTMF) a document created, owned and updated by TfNSW. It details all traffic and transport management requirements for the Metro West Project
Data	Means all of the records, data, metadata and attributes and information: <ul style="list-style-type: none"> provided by Sydney Metro, the Contractor, or any other person to the Contractor as a result of the provision of the Contractor's Activities or in relation to the Contractor's Activities under this Contract; generated, compiled, arranged, migrated or developed by or on behalf of the Contractor under this Contract.
EDRMS	Means the Principal's Electronic Document and Records Management Systems, iCentral, Objective or OpenText.
Existing Operations	Means: <ul style="list-style-type: none"> all infrastructure (including the existing infrastructure and Utility Services) which is owned, operated or under control of an Existing Operator; the businesses and operations undertaken by an Existing Operator; on or in the vicinity of the Sites and any Extra Land.
Extra Land	Means land in addition to the Site required by the Contractor in order to perform the Contractor's Activities and this Services Brief
Force Majeure	Means: <ul style="list-style-type: none"> earthquake, cyclone, fire, explosion, flood; or ionising radiation or radioactive contamination from nuclear waste or the combustion of nuclear fuel taking place in Australia
HSMS	Sydney Metro's Health and Safety Management System
ITSR	NSW Independent Transport Safety Regulator, a NSW statutory body (Note: From 20 January 2013, ITSr is the NSW Branch of ONRSR).

	Definitions
Level 1 HRA	Formal qualitative HRA conducted by a COH prior to work commencing onsite to identify, evaluate, and prioritise baseline occupational health risks associated with all activities likely to be performed under each Contract Package.
Level 2 HRA	Formal qualitative HRA conducted by a COH following project commencement to document the exposure characteristics for each Similarly Exposed Group (SEG), to verify that planned control measures are in place, to verify Level 1 HRA exposure estimates, and make recommendations for further exposure control.
Level 3 HRA	Formal quantitative HRA conducted by a COH to measure person's exposure to occupational health hazards for purposes of compliance, characterisation, evaluation of the effectiveness of exposure controls, and make recommendations for further exposure control.
LV	Means Low Voltage
Metro	<p>metro means a mass transit infrastructure system, and associated facilities, that:</p> <p>(a) provides high-frequency, high-capacity passenger services, and</p> <p>(b) is operated using automated or partly-automated systems from one or more central control points.</p> <p>metro assets means assets (including transport infrastructure, transport vehicles and rolling stock) used for or in connection with or to facilitate the movement of persons by means of a metro.</p> <p>metro passenger service means a passenger service provided by a metro.</p>
Monthly Report	Means the report to be provided under Section 7 of this Services Brief.
Network	Sydney's metropolitan train network.
Occupational Hygienist (OH)	A person who holds a professional grade of membership (e.g. Provisional, Full Member MAIOH or Fellow Member FAIOH) with the Australian Institute of Occupational Hygienists (AIOH), along with experience in the assessment and control of occupational health hazards, relevant to the activities and processes inherent to the Contract Package
PDCS	Means Sydney Metro's Project data collaboration system, to be utilised in respect of the Project as determined by Sydney Metro, TeamBinder.
Portion	Means a portion of the Works as described in this Services Brief
Principal	Means Sydney Metro and includes, if there is one, the Principal's Representative.
Project	Means the Design, Construction, Testing and Commissioning of the scope covered in this Services Brief and Sydney Metro West project
Significant Incidents	Incidents with an actual or potential consequence of C1-C3 as per the Sydney Metro Consequence Definitions (included in Appendix C (i): Consequence & Likelihood Criteria), or those notifiable to regulatory authorities. This includes traffic related incidents involving the Contractor's (and any subcontractor's) vehicles
Significant Risk to Health	As defined in Safe Work Australia's Health Monitoring for Exposure to Hazardous Chemicals or where an occupational health risk has been assigned a Risk Rating of High (Class B) or Very High (Class A), without regard for the protection afforded through the use of PPE.
Sites	Means the land (including any structure or other facility on the land) upon, over, below or through which the Project is being constructed together with any adjacent or nearby land obtained or used by Sydney Metro for access purposes, temporary works or other activities in relation to the Project.
Site Conditions	Means any physical conditions and characteristics of, upon, above, below and over the surface, or in the vicinity of, the Site and any Extra Land or their surrounding.
State	State of New South Wales.
Sydney Metro	Sydney Metro means Sydney Metro (a New South Wales Government Agency constituted under the <i>Transport Administration Act 1988 (NSW)</i>) (ABN 12 354 063 515), the Principal under the Contracts
Sydney Metro Northwest	Means the former North West Rail Link, i.e. operating metro railway between Tallawong Station at Rouse Hill and Chatswood.

	Definitions
Sydney Metro City & Southwest	Means the metro railway between Chatswood and Bankstown, including 15.5km of twin metro railway tunnels from Chatswood to Marrickville under Sydney Harbour.
Sydney Metro Western Sydney Airport	Means the metro railway like that will link St Marys to the Western Sydney International (Nancy Bird Walton) Airport and the Aerotropolis.
Sydney Metro West	Means the metro railway that will connect the Sydney CBD and Parramatta, linking communities along the way with a new underground railway.
SWTC	Means Scope of Works and Technical Criteria
TfNSW	Means Transport for NSW (a New South Wales government agency constituted under the Transport Administration Act 1988 (NSW)) (ABN 18 804 239 602).
TCG	means Traffic Co-ordination Group
Traffic Management	Means the detailed management of traffic and transport, including, but not limited to: cars and trucks, roundabouts, speed humps, traffic signals, line marking, signage, on and off-street parking, pedestrians (including those with disabilities), buses, cyclists, schools, garbage pick-up and all delivery, support and construction vehicles with the meaning as defined by the Protection of the Environment Operations Act 1997
Waste	Has the meaning defined by the <i>Protection of the Environment Operations Act 1997</i>
Works	Means the whole of the work to be performed in accordance with the Contract and this Services Brief and handed over to Sydney Metro, including all part of the Work Scope and Variation that are to be handed over to Sydney Metro
Workplace Exposure Standards	Those Workplace Exposure Standards that at all times are equal or lower to those listed in this PC Standard; and equal or lower than those published on the Safe Work Australia Hazardous Chemicals Information System (HCIS).

1 Introduction

This Services Brief is presented in four sections as follows:

1. **Introduction:** provides an introduction to Sydney Metro, including Sydney Metro Northwest, Sydney Metro City & Southwest, Sydney Metro West and Sydney Metro Greater West;
2. **Scope of Services:** describes the Services to be provided under this engagement;
3. **Service Provider's Team:** describes the organisational structure, the required skills and experience of the Service Provider's team members and how they will integrate with Sydney Metro's team members in the delivery of the Services; and
4. **Management of Services and General Processes:** details the strategies and management plans required to deliver the Services; and sets out the requirements for assuring the delivery of the Services.

1.1 Background Information

This Services Brief provides an overview of the technical and management requirements for the Works and Sydney Metro's requirements for the delivery of the Works.

1.2 Interpretation

This Services Brief must be read in conjunction with the Contract Documents.

The interpretation of the Contract is in accordance with clause 1.2 of the Contract.

2 Scope of Works and Technical Criteria

2.1 Construction and Relocation of the Electrical Network Brief

The Sydney Metro West project is a new metro rail line from Hunter St in the CBD to Westmead. The future Stations development and electrical power demands will require new utility assets such as conduits, pits, lighting poles to be installed, and existing utility network assets relocated or removed. The works are deemed early works and are required to ensure the follow-on Contractors' access to site and risk removal.

The Principal is seeking to engage an Accredited Services Provider Contractor level 1 (ASP1) Contractor to carry out electrical works on the Ausgrid network consisting of relocation of a section of the overhead network at Five Dock to underground route and addition of new street lighting poles.

The work consists of the following 2 Portions:

- Portion 4A: all works required for relocation of the overhead network to underground at Five Dock and permanent restoration of affected Sydney Metro driveway.
- Portion 4B: permanent restoration of potholes and trenches caused by Portion A except for Sydney Metro driveway restoration which is included in Portion A.

The ASP1 Contractor is required to be involved in consultation with affected private property (in conjunction with Sydney Metro Comms team) and produce relevant Property Adjustment Plan for Principal's approval. The Contractor is required to perform the works required under the approved Property Adjustment Plan.

The Principal has engaged EDATP as the ASP3 designer to prepare the certified designs of the relocation of LV overhead mains to underground at Five Dock. The Design certified by Ausgrid will be provided by the Principal to the ASP1 Contractor.

The ASP1 Contractor will be responsible for the constructability review of the ASP3 design and for construction, testing and commissioning of the Ausgrid network assets, certified for construction by the relevant authority, for Five Dock: Overhead to Underground relocation.

Table 1 Design and Scope Description

Design Name	Design Reference	Supply Authority Case Number	Certified Design Date	Description
Five Dock	Attachment C – Five Dock	AN-25198	TBC	Relocation a section of the overhead network at Five Dock to underground route and addition of new street lighting poles.

The Contractor is required to review the design (in development) and provide design inputs/comments from a constructability perspective.

Certified designs will be obtained by the Principal's ASP3 designer and made available to the ASP1 Contractor according to the Certified Design Dates in Table 1.

The Principal's ASP3 designer is available to provide technical clarification on the certified design through written request and upon approval by the Principal.

The Contractor is required to reinstate Sydney Metro West driveways in accordance with the approved design provided in Attachment F.

2.2 Information Documents

The Principal has undertaken the following preliminary site investigations:

- 1) Utility investigations
- 2) Geomap reports
- 3) Contamination reports

2.2.1. Utility Site Investigations

The Principal has engaged RPS Australia East Pty Ltd (RPS) to carry out utility site investigation (USI) works. The utility investigation works are carried out in accordance with RMS QA specification G73 in order to verify the known and unknown utilities and provide the provision of factual data at assigned locations.

The extent and scope of the USI works that have been conducted by RPS are included in Attachment A – Sydney Metro Utility Site Investigations Scope of Works.

The Contractor is responsible for conducting any additional USI over and above what will be provided based on the scope in Attachment A to identify all the utility services potentially affected by the Works and to determine any requirements for protection, amendment, or relocation.

The Principal will provide the output of the USI scope outlined in Table 2 and detailed in Attachment A to the Contractor as it is made available.

The utilities data is provided as information only and the level of service congestion includes but is not limited to the services found. The Contractor must make its own assessment of the level of service congestion and has allowed for this in the Contract Sum.

The table below shows the utility investigation data that is available to the Contractor.

Table 2 Utility Investigation Works (UIW) summary

Location	UIW Dates	UIW Status	Package Delivery Anticipated Date	Deliverables	Comments
Five Dock	From 03 Aug 2020	Completed	21 Aug 2020	- Drawing (ZIP)	Refer to Attachment A

	To 06 Aug 2020			<ul style="list-style-type: none"> - Pit Cards (ZIP) - Trench Cards (ZIP) - UDR (ZIP) - Utility Investigation Summaries (PDF) - Document Register (Exc) 	
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The utility site investigation data package for completed works at each of the assigned locations detailed in the Table above is available in Attachment A.

2.2.2. Survey

The Principal has engaged RPS to carry out land survey services. The extent and scope of the land survey works that were conducted by RPS are included in Attachment A. Survey information will be progressively issued to the Contractor as Information Documents as they are made available to the Principal.

The Contractor must establish and verify the survey control provided by the Principal. Where any marks are disturbed or affected by the Works, the Contractor must re-establish such marks in accordance with the requirements of relevant Authorities.

Survey control for the works must be conducted by qualified surveyors, who are eligible for membership of the Institution of Surveyors, Australia, or the Institution of Engineering and Mining Surveyors, Australia.

All survey levels must refer to Australian Height Datum. All survey plan coordinates must refer to the MGA-Zone 56 coordinates, based on the Geocentric Datum of Australia.

Prior to Completion, the Contractor must provide a Survey Plan in accordance with Clause 3.8 of the Contract. The Contractor must:

- provide the Principal an electronic copy in .pdf format of all property and land surveys, including progressive copies of such documents, on request by the Principal;
- comply with TfNSW Specification G71 - Construction Surveys for any survey works conducted;
- not disturb any existing survey marks, where reasonably possible; and
- re-establish each existing survey mark disturbed or affected by the Contractor's Activities.

2.2.3. Geomap

Acciona Ferrovial Joint Venture (AFJV) have performed geomapping for the Five Dock location. The Geotechnical Mapping Record is included in Attachment G.

2.2.4. Contamination Report



2.3. Silverwater Ancillary Facility

The Principal will make available to the Contractor a Sydney Metro owned Site at Silverwater for the duration of the Works. The Site is to be utilised as temporary construction ancillary facility to facilitate construction of the Project.

The ancillary facility proposed is located at the corner of Silverwater Road and Derby St in Silverwater. Refer to Appendix H for Site Access Plan.

It is necessary for the Contractor to obtain approvals prior to Site establishment and undertake preparation works prior to use of the facility. The scope includes:

- (a) undertake works as outlined under the approved CEMP;
- (b) Site preparation including site security and signage;
- (c) Survey and site investigation;
- (d) Site establishment including environmental controls;
- (e) Site access including property access;
- (f) Site preparation including removal of vegetation;
- (g) Site Installation: Undertake soil classification and pre-occupancy material testing of the existing sub-base to determine existing soil and ground classification – prior to installation of capping layer (DGB) to be utilised as laydown area within the compound; and
- (h) Site Demobilisation: Contractor to undertake soil classification on capping layer (DGB) prior to demobilisation on to confirm that no further contamination has been introduced.

The intended use of the compound includes:

- (a) storage of construction materials such as conduits, etc;
- (b) storage of quarry materials in bays separated with concrete barriers; and
- (c) temporary storage of a limited volume of excavated material.

The following additional requirements apply for use of the compound:

- (a) Prior to the commencement of work the Contractor is to conduct a precondition assessment. The report is to be submitted to the Principal prior to Site mobilisation.
- (b) No excavation is to occur at the Site.

- (c) The Site is not to be used for stockpiling of contaminated spoil or hazardous building materials.
- (d) Any temporarily stockpiled material, such as bedding sands or other engineered fill must be removed from the Site as soon as practicable.
- (e) If temporary office space or amenities are to be installed at the Site, they must not be installed in direct contact with the ground. A sub flood void must be in place to allow adequate ventilation and prevent the build-up of potential soil vapours.
- (f) The Contractor, given reasonable notice, must provide the Principal access to the Site for the purpose of environmental monitoring or sampling.
- (g) The Contractor must not disturb, remove, destroy, or prevent access to any of the on-site environmental monitoring points. Any damaged monitoring points must be repaired or replaced to the satisfaction of the Principal at the contractor's expense.
- (h) At the completion of works the Contractor is to conduct a post condition assessment. The report is to be submitted to the Principal within two weeks of demobilisation from Site.

2.4. Existing Operations

The Contractor acknowledges that:

- (a) Existing Operations must not be prevented from continuing their Existing Operations during the course of the carrying out of the Contractor's Activities and this Services Brief; and
- (b) the access ways to the Sites are used by other persons (including in connection with the Existing Operations) and will not be available exclusively to the Contractor.

The Contractor bears the risk of sharing its access to the Sites with third parties that uses the access ways to the Sites.

The Contractor, without limiting any other obligations of the Contractor under the Contract and this Services Brief, ensuring there is no breach of WHS Legislation.

The Contractor must immediately:

- (c) repair and make good any damage to the physical infrastructure of the Existing Operations to the extent arising out of or in any way in connection with the Contractor's Activities and this Services Brief and the Contractor bears all costs related to the repairs and make good damage.

The Contractor must ensure that its subcontractors at all times comply with this clause 2.3.

The Contractor is responsible for cleaning their work area to the satisfaction of the Principal on a daily basis.

2.5. Work Scope Requirements

The below requirement items have been derived from the certified Design and Information Documents in clause 2.1 and 2.2.

The Work Scope requirements include, without limitation, all work necessary to complete the works under and in accordance with the Contract and this Services Brief, including (as relevant to or as required for the performance of such work):

- (a) complying with the technical documents, all relevant utility providers, TfNSW Greater Sydney Operations, Local Council, and any other applicable entity (that may be affected by the Works) standards, specifications and requirements;
- (b) Report any design concerns to the Principal and attend design meetings with the Principal's designer.
- (c) performing all necessary temporary works (including the design thereof); and
- (d) providing all necessary management, supervision, labour, vehicles, plant, equipment, materials, goods, items, tools, plans, Site facilities and services for personnel, safety and protective, clothing, environmental requirements, quality, testing, traffic coordination, consumables, and other things as necessary for completion of the design, construct, testing and commissioning works.
- (e) Interface with affected private landowners to agree on property adjustment plans (PAPs). The Contractor must seek the Principal's approval prior to entry into agreements with the affected private landowners to deliver the scope, which will be directed as Provisional Sum Work.

2.5.1. Construction Requirements

The Work Scope includes, without limitation, all work necessary to complete the Works under and in accordance with the Contract and this Services Brief, including (as relevant to or as required for the performance of such work):

- (a) control and manage the Sites and Extra Land as Principal Contractor;
- (b) the provision of all supervision, labour, materials, all plant, equipment and tools including their maintenance and replacement; temporary lighting, profit and overheads, administration, management, preliminaries, accommodation, insurances, taxes, currency fluctuations, rise and fall, duties, wages, handling, lifting material handling, storage, loading and unloading, fuel, transport/delivery, mobilisation and demobilisation, cleaning and protecting the Works, temporary works including design and certification, quality assurance documentation, safety control, equipment and consumables, after hours works, permits, weather conditions, conformance with all requirements under the Contract and any other incidental item and cost whatsoever necessary to complete the Works in accordance with the Contract and this Services Brief.

- (c) provision of all materials, labour, plant, equipment, tools, supervision, overheads, administration, taxes, wages, accommodation, transport, allowances, consumables, testing, services and any other incidental cost whatsoever necessary to supply, deliver, install lighting pole in accordance with the Contract and this Services Brief, drawings and specifications;
- (d) the Contractor and/or their subcontractors must hold the relevant licences to complete the Works;
- (e) supply, deliver, install, test and commission all required items, including jointing and terminations, to complete the works in accordance with this Contract, drawings and specifications;
- (f) provision of temporary hoardings, temporary acoustic panelling or property protection whilst the trenching works is being undertaken, if required;
- (g) where applicable, remove and dispose poles and overhead wiring structure;
- (h) provision of all materials, labour, plant, equipment, tools, supervision, overheads, administration, taxes, wages, accommodation, transport, allowances, consumables, testing, services and any other incidental cost whatsoever necessary to supply, deliver, install lighting pole in accordance with this Contract, drawings and specifications;
- (i) storage all equipment off site until required on site for installation and the Contractor shall bear all costs for storage;
- (j) ensure all the Works are constructed in accordance with its specified tolerances. Should no tolerance be specified in the documentation provided, the Contractor shall comply with the relevant Authority Standards and Australian Standards.
- (k) provision of task lighting equipment for any night shift;
- (l) maintain throughout the continuance of the Works, a clean and tidy work area and regularly (daily as a minimum) ensure that waste material are correctly disposed;
- (m) maintain throughout the continuance of the Works, roads, streets, footpath, garden, kerbs clean and free of construction debris or any other construction waste.
- (n) protect storm drains;
- (o) ensure the following activities or operation are not undertaken on or around any storm drains and gardens and footpath:
 - i. refuelling of plant;
 - ii. use of plant or equipment which leaks fuel or oil; and
 - iii. any activity which may result in the spillage of any solvent or concrete.
- (p) provision of all temporary services as required for the works such as water and power;
- (q) during the Defects Liability Period, promptly attend to any necessary defect repairs;

- (r) provision of any appropriate coordination, barricading, signage and/or personnel, and any other coordination as is necessary to perform the Works safely as agreed with the Principal;
- (s) disposal of-site all waste, rubbish, and spoil produced by the works;
- (t) provision for sufficient miscellaneous preliminary items such as PPE, delineation barriers, work consumables;
- (u) ensure that all plant, trucks, etc. working on the Project are fitted with non-tonal reversing alarms, spill kits, fire extinguishers, two-way radios and rotatory amber lights;
- (v) trenching, Backfilling, Thermo-stabilised backfill (TSB) Testing, Compaction, Open Points, and Joint Bays (Temporary Restoration
- (w) permanent restoration of surfaces, including but not limited to, driveways, kerb and gutter, paving, asphalt, gardens in accordance with Council Requirements and Standards;
- (x) reinstate any Sydney Metro driveway that may be affected by the Works. The reinstatement must be constructed in accordance with the approved designs provided by the Client;
- (y) provision of Traffic Incident Management around/near to the Sites and Extra Land;
- (z) acknowledgment and agreement of the Project's surrounding traffic environment and the Principal shall not be liable for ant fees/ charges/ claims from the Contract that relate to delays caused by traffic on the surrounding road network; and
- (aa) trenching, backfilling, thermo-stabilised backfill testing, compaction, open points, joint bays, and any other activity required to complete the scope, including reinstatement of any surface disturbed by the Works, as per requirement and satisfaction of the Principal and asset owner.

The Contractor acknowledges that there is no parking on Sites and Extra Land and that travel to and from the worksites must be co-ordinated to achieve the minimum disruption in the vicinity of the Sites and Extra Land to perform the required works.

The Contractor must be deemed to have included in its price for working in close cooperation with other trades not engaged by the Contractor.

The Contractor is not entitled to claim any additional cost or expenses in relation to and for returning to complete these portions of Works at a later date.

The Contractor has allowed for all out of sequence works.

The Contract Sum must not be subject to any fluctuation and/or escalation as a consequence of any increase in the cost wages, materials or plant or any other alteration whatsoever and includes all wages, cost of wages, levies and allowances whatsoever for the duration of the Contractor Works and thereafter for the satisfaction of the Contractor's obligation during the Defects Liability Period.

2.5.1.1. Trenching Works

The Contractor must undertake the following works:

- (a) Provide all necessary information in a timely manner such that the Principal can perform all required communication and advertising requirements identified in the CTMP, ROL and/or Local Council Approval, especially the traffic disruptions caused by the trenching works.
- (b) Prior to commencing any trenching works ensure that required personnel are on site. At a minimum this includes the asset owner's representative and the Contractor's nominated Site supervisor.
- (c) Sampling and classification of soil prior to disposal.
- (d) Remove any excess spoil (including any potentially contaminated material), which cannot be returned to locations and lawfully disposed of material (evidence of lawful disposal is to be provided).
- (e) Where trench excavation is in the footpath and kerb and gutter, the Contractor is to use its best endeavours to salvage footpath paving and kerb and gutter stones. If these items are not reinstated, they are to be returned to the applicable Council for re-use.
- (f) Where trench excavation is in the footpath and kerb and gutter, the Contractor is to provide level, all-weather, trip hazard free, well lit, alternative route/path that, as a minimum, can accommodate pedestrians with a disability. The same applies where cyclists are affected;
- (g) Complete the daily site field log and submit to the Principal's Representative 24hrs after the completion of each stage of the trenching works, unless otherwise agreed with the Principal's Representative. This log should include any traffic (includes pedestrian, cyclist and bus) related incidents.

2.5.2. General Requirements

Without limiting the general description of the Scope of Works and Technical Criteria in clause 2.1, the following general requirements form part of the Scope of Works and Technical Criteria:

- (a) allocate to the Project, a Project manager who will be responsible for coordinating, planning and managing the Works directly with the Principal's representative;
- (b) comply with the Principal's directions on working times and noise, including all relevant NSW Environmental Protection Authority (EPA) regulations and guidelines;
- (c) provide full-time, on-site, permanent supervision for all Works. The Site Supervisor shall directly supervise the Works to ensure compliance with all specifications and standards, be responsible for all safety and environmental requirement;
- (d) to attend site meetings as required and have Contractor's authority to receive the Principal's issued instructions;

- (e) the use of radios and/or any type of sound device is strictly prohibited on Sites and any Extra Land;
- (f) provision of interface and coordination with, including but not limited to, services providers, local Council, TfNSW Greater Sydney Operations, Sydney Water, Telstra, NBN, Optus, Jemena and any other asset owner that may be affected by the Works and in order to obtain any required approval, including building over and adjacent asset approvals, to complete the Works as per the Contract and this Services Brief;
- (g) provision of traffic management including, but not limited to, obtaining all relevant traffic management approvals with Local Council, Construction Traffic Management Plans, Traffic Control Plan, Road Occupancy Licence (ROLs)
- (h) provision of Site and any Extra Land set-out, survey pegging of easements and boundaries;
- (i) provision of GIS As-Built Field Recording;
- (j) submission of a Detailed Four-Week Lookahead Program to the Principal's Representative on **Friday of each week from the date of the Contract Award**. The lookahead shall include, but not limited to:
 - i. traffic management staging;
 - ii. construction stagings;
 - iii. approval staging.
- (k) the Principal bears the cost of Council Fees and Charges.
- (l) management of heritage and archaeology artifacts, if required;
- (m) the Principal's policy for drugs and alcohol is zero (0.00%). The Contractor and its subcontractors agree to follow the Principal's policy;
- (n) Emergency Services Liaison.

2.5.3. Site Access and Controls

The Contractor must ensure that access to the Sites and Extra Land required for the Works are restricted to authorised personnel and registered visitors.

Site access controls must include:

- (a) a secure perimeter, where possible, to any part of the Site where hazards exist to prevent unauthorised access;
- (b) minimisation of access points;
- (c) control of all access points; and
- (d) clear and prominently positioned directional, information and safety signage in regard to visitors, site safety, emergency egress and assembly points, the wearing of

personal protective equipment, Principal Contractor name, emergency contact numbers and Site conduct in general.

Access is to be compliant with all relevant approvals including the CTMP and ROLs.

Access to local properties adjacent to worksites is to be maintained, where this is not possible a suitable management plan must be in place. This can be detailed in the CTMP.

The Contractor must provide full access to Sites and Extra Land for the Principal's representatives to conduct general site surveillance, including allowance for the Principal's representatives at any Portion at a particular point in time.

The Contractor must procure that its subcontractors permit the Principal's representatives to access Sites and any Extra Land to carry out general site surveillance activities to the same extent permitted by the Principal under this Contract.

2.5.4. Existing Public Thoroughfares and Rights of Way

The Contractor must provide unimpeded and uninterrupted access twenty-four hours a day, seven days a week:

- (a) for existing formalised pedestrian access, including pedestrian crossings;
- (b) for emergency services; and
- (c) as directed by the Principal, Transport Co-ordination, and/or Emergency Services.

2.5.5. Quality

The Contractor is responsible to manage all quality of Works on Site and acknowledges that the Principal may inspect and raise defects on completed works.

The Contractor acknowledges that asset owners may inspect works and raise defects to be rectified.

The Contractor will be responsible for obtaining completion certificates from asset owners.

2.5.6. Technical, site and general support services

The Principal's ASP3 Service Provider will supply technical & general support services

2.5.7. Meetings

The Contractor is required to have a weekly meeting with the Principal's Representative to discuss progress, issues and actions. The Contractor is also required to have meetings with asset owners.

The meeting will be held at the Principal's office, currently 680 George Street, Sydney NSW 2000, on site or via Microsoft Teams video conferencing where minutes and action items will be addressed.

The Contractor is required to attend the weekly Traffic Co-ordination Group Meeting, which discusses the traffic and transport management aspects of all major construction projects in Sydney. While not every meeting is compulsory, the TCG must be attended in the lead up to, and during, the construction traffic management plan (CTMP) approval process. This meeting is held at the Principal's office, currently 680 George Street, Sydney NSW 2000 or via Microsoft Teams video conferencing where minutes and action items will be addressed.

The Contractor is to attend one Traffic Liaison Group, per month from contract award until the completion of the Works.

2.5.8. Existing Utilities - Contractor to Satisfy Itself

The Contractor must:

- (a) make such further enquiries and investigation, protect, and reinstate utility services as necessary for the Contractor to comply with its obligation under the Contract and this Services Brief;
- (b) ensure existing utilities and/or structures remain undamaged and bear the cost of making any further enquiries and investigation to ensure the existing utilities and/or structures remain undamaged;
- (c) ensure there are no unplanned disruptions to the utility services in carrying out the Contractor's Activities and that planned disruptions to the utility services are minimised and that otherwise no utility services are damaged, destroyed, disconnected, disrupted, interfered with or interrupted by reason of the performance of the Contractor's Activities;
- (d) promptly notify the Principal's Representative of any connection, disconnection or interference with existing services;
- (e) provide all necessary information to the Principal such that the community can be notified of any activity that may cause a service disruption to, included but not limited to, local residents, businesses, road traffic, pedestrian traffic, bus operation, or Sydney Trains;
- (f) notify the Principal's Representative in the event of an unintended service disruption, or in the event of an emergency with the incident reporting procedures of this Contract;
- (g) repair any damage to the existing utilities and/or structures at the Contractor's cost either by the Contractor to the satisfaction of the Authority concerned, or if the relevant Authority so elects, repairs must be effected by the relevant Authority.

- (h) to the extent not prohibited by Law, indemnify the Principal from and against any claims against the Principal, or loss suffered or incurred by the Principal, arising out of or in connection with any damage to, disconnection or destruction of, disruption to or interference with or interruption to, any utility services arising out of or in connection with any act or omission of the Contractor or its subcontractors; and
- (i) is responsible for, and assumes the risk of, all additional work, increased costs and any other Loss, delay or disruption (including any delay in achieving Substantial Completion) it suffers or incurs arising out of in any way in connection with the existence, location or condition of all Utility Services in connection with the execution of the Contractor's Activities;
- (j) test, validate and undertake its own assessment of existing services terminations prior to the commencement of the Contractor's Activities in accordance with WHS Legislation
- (k) liaise with the appropriate Authorities and resolve any issues that may arise;
- (l) deal with any related existing services encountered, obstructed, or damaged in the course of performing the Contractor's Activities, as follows:
 - i. if the service is to be continued: repair, divert, relocate as required; and
 - ii. if the service is to be abandoned: cut and seal or disconnect and make safe and/or remove - in accordance with the requirements of the Principal's Representative and the relevant Authorities.

Information that may be made available to the Contractor regarding the location of existing utilities and/or structures is approximate and, in some cases, may be inaccurate or incomplete. The Principal accepts no responsibility for and does not guarantee or make any representation whatsoever as to the accuracy, adequacy, suitability or completeness of the information.

Attention is directed to the possible existence of underground utilities not shown on any drawing, or at locations or elevations different from those shown on any drawing. The Contractor must ascertain the exact location of each underground utility prior to doing any work that may damage such utility.

2.5.9. Sydney Water

A Sydney Water building over and adjacent (BOA) application will be required for any Sydney Water assets impacted by the design alignment.

The Contractor is responsible for:

- (a) obtaining Sydney Water's approvals for the construction of the Works;
- (b) obtaining a Sydney Water building over and adjacent (BOA) application approval.

The Contractor must follow the Sydney Water BOA guidelines and review the design in parallel with their proposed construction methodology and obtain approval from Sydney Water. Any

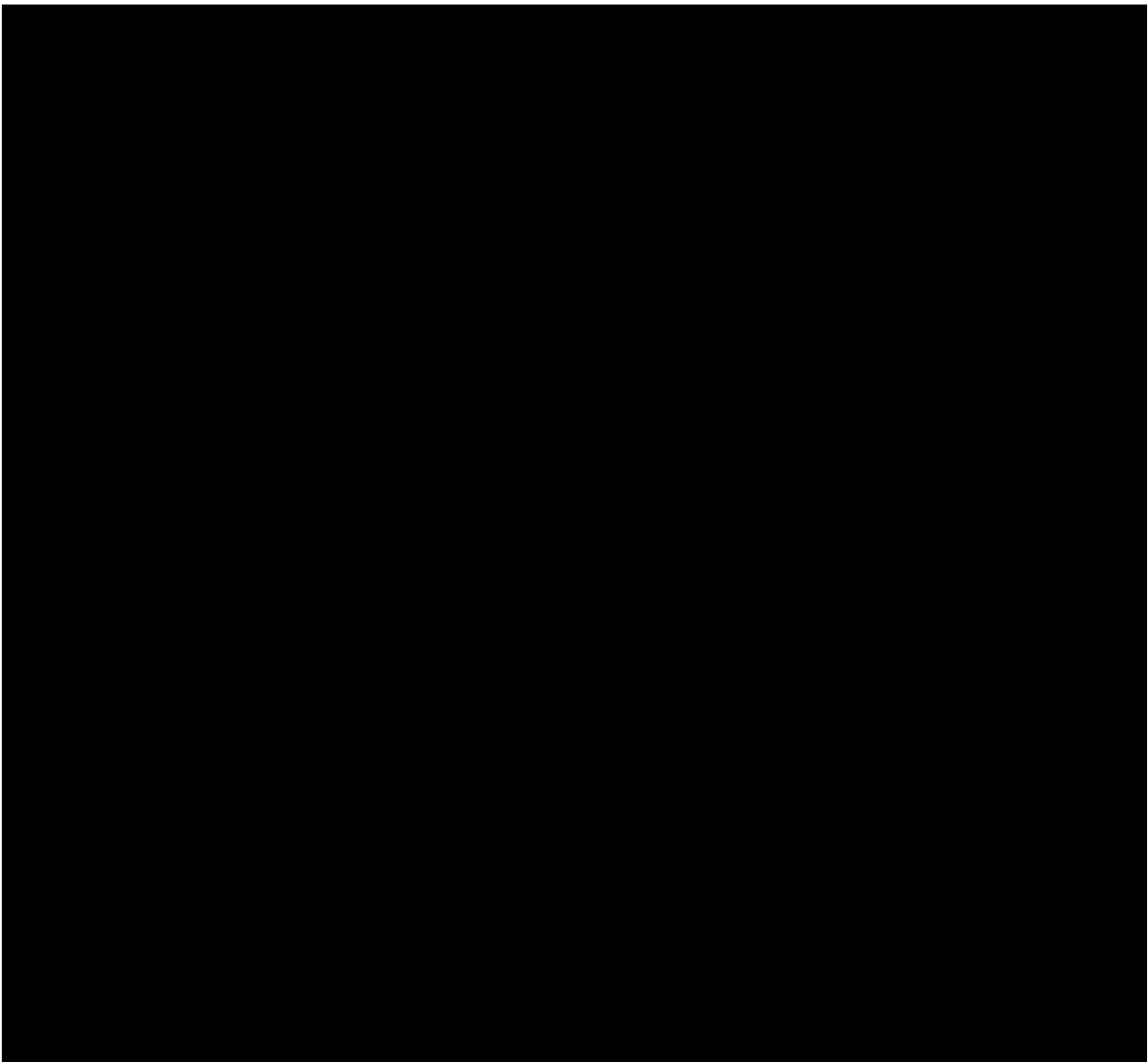
construction requirements outlined in the approval letter, including but not limited to, protection methods, construction sequencing, adjustments or deviations, must be adhered to.

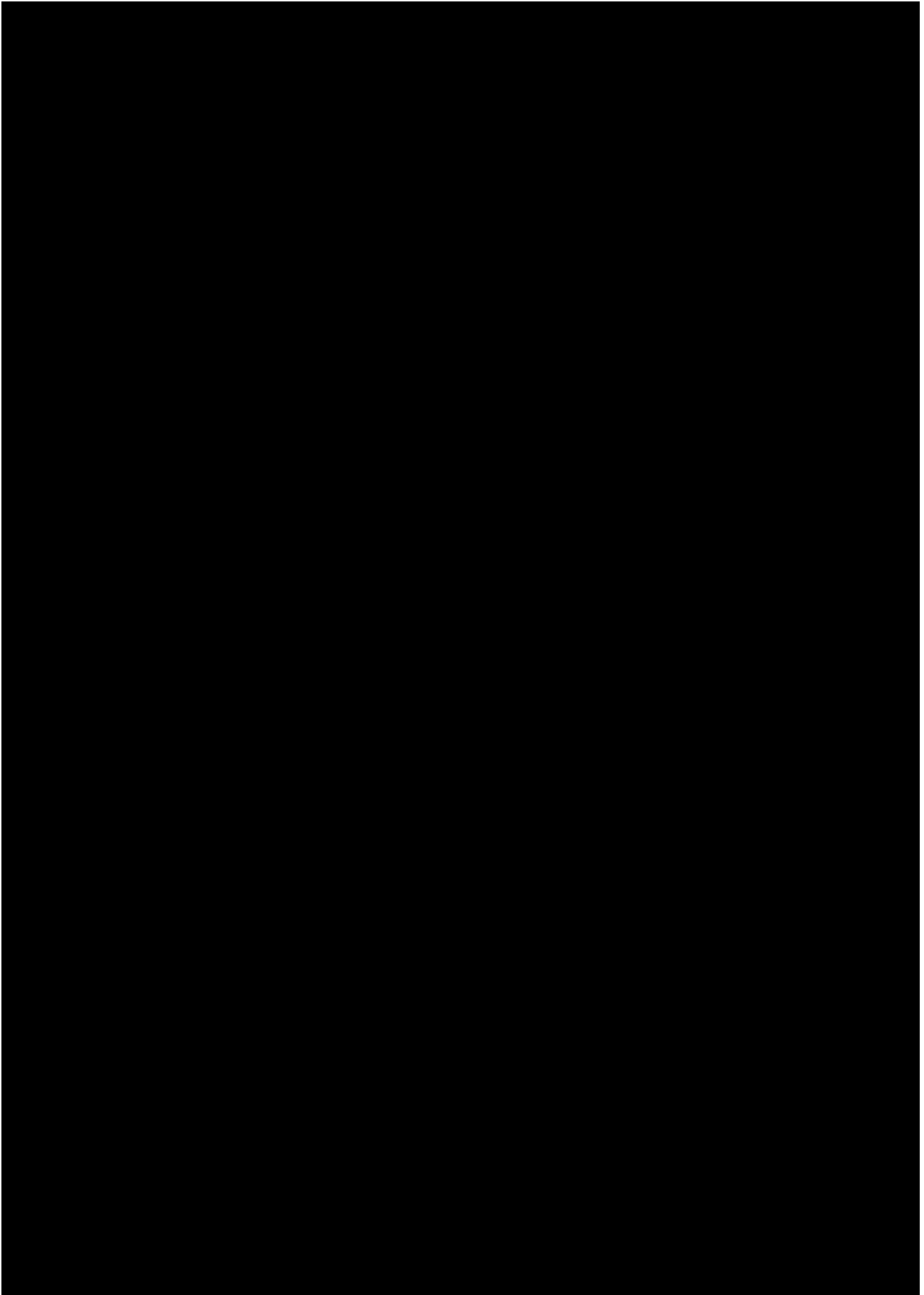
A Sydney Water Building Over and Adjacent (BOA) application will be submitted by the Contractor for the identified assets impacted by the design, following the BOA guidelines.

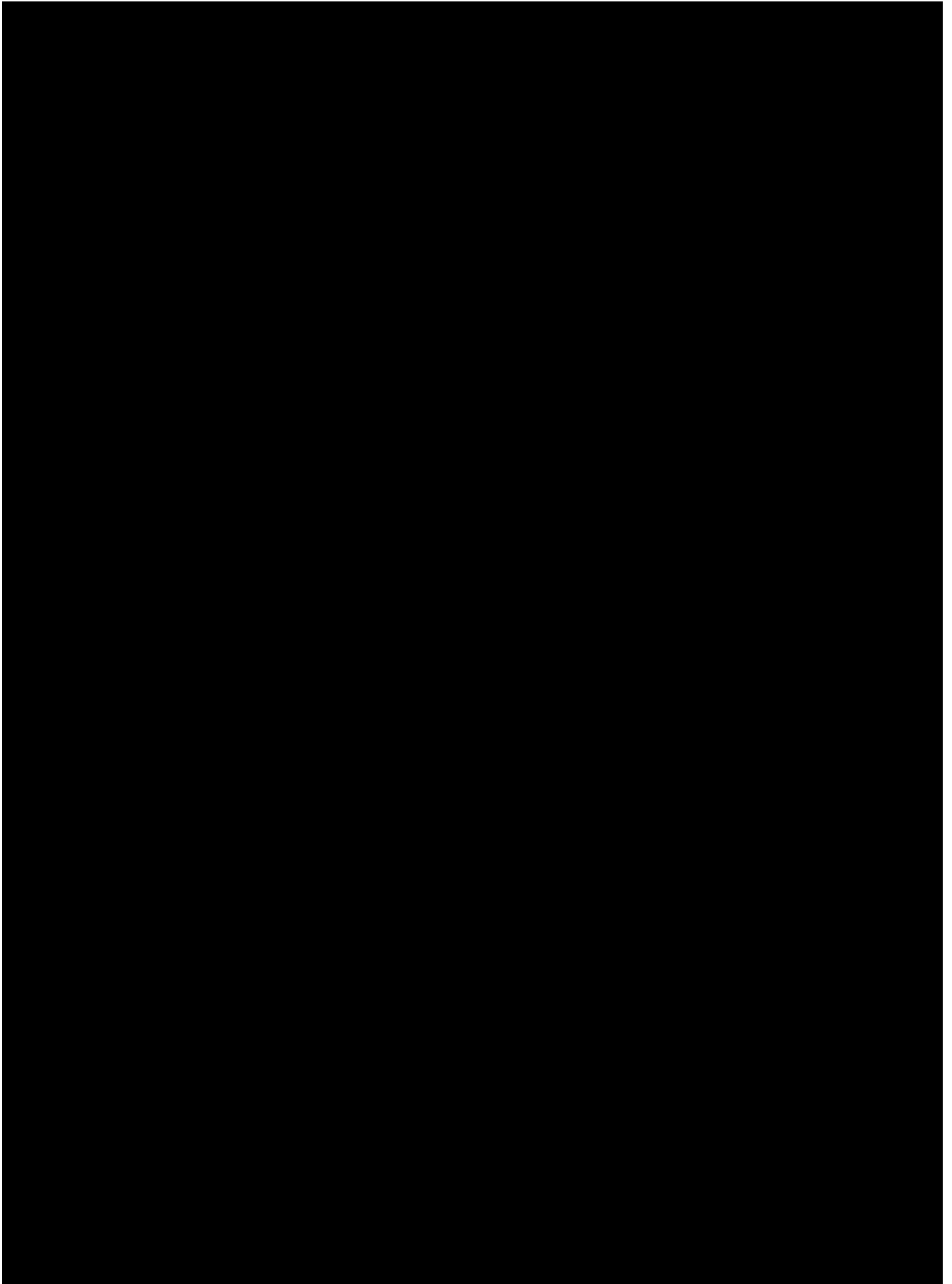
During construction, if any clashes are identified or if any Sydney Water assets do not meet the required clearances outlined in the Sydney Water Code and the Building Over and Adjacent to pipe asset technical guidelines, the Contractor must follow the correct procedures in obtaining approvals to construct. Impacted assets that require adjustment or deviation must follow the Sydney Water developer works process.

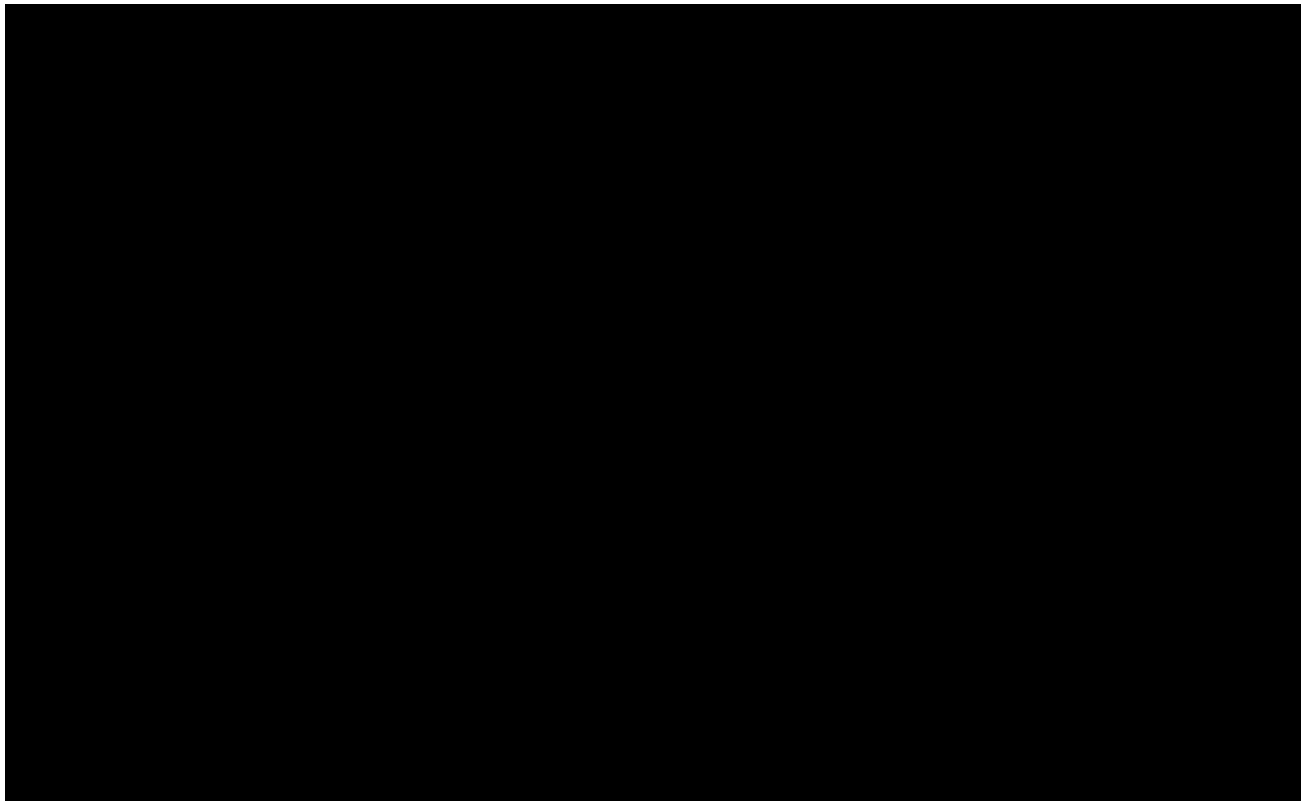
2.5.10. Detailed scope matrix

The table below provides further detail on scope inclusions, exclusions, and assumptions.







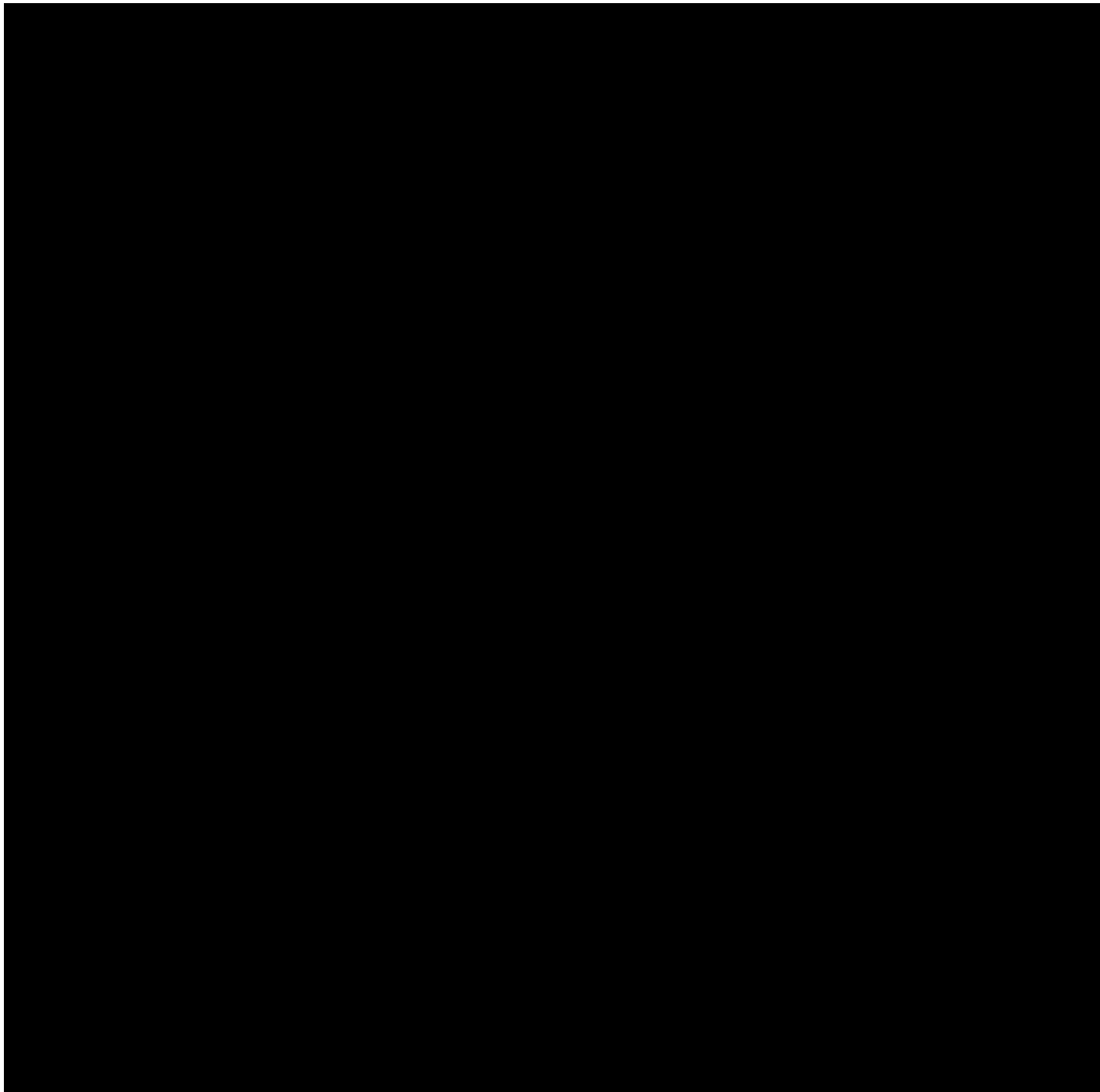


2.5.11. Interfaces and Stakeholders

Table 4 identifies the key stakeholders and possible interfaces.

[REDACTED]

[REDACTED]	
[REDACTED]	[REDACTED]
	[REDACTED]
[REDACTED]	[REDACTED]
	[REDACTED]



2.6. General Obligations and Functional Requirements

2.6.1. General Obligations

The general obligations of the Contractor include:

- (a) Providing a high performance and highly skilled team, that will work in a collaborative manner with the project team, other Contractors and key stakeholders to deliver the Contractor's Activities.
- (b) Undertaking studies and investigations, writing reports and documentation and attending meetings as may be required for the project.
- (c) Perform the works in accordance with the requirements of:
 - ii. this Services Brief.
 - iii. TfNSW - Sydney Metro West - Construction Traffic Management Framework (CTMF).
 - iv. the CTMP, ROLs and other associated authorities' requirements, including the restoration requirements.
 - v. the prepared Safe Work Method Statements.

Performing the works in accordance with the requirement of RMS - QA specifications:

- (d) G10 Traffic Management;
- (e) RMS - QA specifications can be found at the following link:
<https://www.rms.nsw.gov.au/business-industry/partners-suppliers/document-types/specifications/qa/materials.html#Concrete.3201-3222> ;
- (f) Roadwork Specifications can be found at the following link:
<https://www.rms.nsw.gov.au/business-industry/partners-suppliers/document-types/specifications/qa/roadworks.html> ;
- (g) The prepared (required) management plans:
 - i. Health and Safety Management Plan Construction Environmental Management Plan
 - ii. Construction Traffic Management Plan/s (CTMP/s)
 - iii. Traffic Control Plans (forms part of the CTMP and required for ROLs).
 - iv. Chain of Responsibility (CoR) Plan
 - v. Inspection and Test Plans for line marking and traffic signals;
- (h) Coordinating input from the project team, other contractors and all stakeholders, including all necessary consultation;
- (i) Identifying potential health and safety risks, including heavy vehicle safety, throughout the design and, where feasible, eliminating these hazards, for example ensuring delivery trucks can safely makes turns on very narrow streets;

-
- (j) Providing high quality services and documentation;
 - (k) Supporting Sydney Metro in the delivery of an environmentally sound infrastructure project;
 - (l) The Contractor may include agreed specialist subcontractors necessary to fulfil the requirements of this Services Brief. Where a subcontractor is included, the Contractor is fully responsible for the sub-contractor's compliance with the requirements of the Contract and Services Brief, including in respect of exclusivity where it is a requirement.
 - (m) The Contractor must manage the works in accordance with the requirements of this Services Brief and comply with the requirements of:
 - i. RMS QA specification G73 - Detail Survey in CADD Format;
 - ii. AS5488-2013 (SUI) requirements;
 - iii. RMS QA Specification RMS M200 – Maintenance Rectification Requirements (Pavement);
 - iv. RMS QA Specification RMS M208 – Road Openings and Restoration (Low Risk);
 - v. RMS QA Specification RMS 209 – Road Openings and Restoration;
 - vi. CoS Specification B5 Construction – Footways;
 - vii. Utility Authority specifications for excavation in the vicinity of live services;
 - viii. AS1742.3;
 - ix. RMS Worksite Traffic Control Manual V5;
 - x. NS156;
 - xi. ASA/RailCorp TMG1310;
 - xii. TMG1440;
 - xiii. Sydney Trains Working Around Electrical Equipment (SMS-06-GD-0268);
 - xiv. Guide to Excavation & Earthworks (SMS-06-GD-3144); and
 - xv. Safe Work NSW CoP for Excavation, Safe Work NSW Guide for Working around Underground Assets.
 - xvi. Any relevant Ausgrid Network Standards (<https://www.ausgrid.com.au/ASPs-and-Contractors/Technical-documentation/Network-Standards>)
 - xvii. Any relevant Ausgrid Network Relocation Process.
 - xviii. Contaminated Land Management Act 1997.
 - xix. Protection of the Environment Operations Act 1997 and regulations made under the Act.

2.6.2. Electrical works

The Contractor must carry out all electrical works in accordance with all relevant guidelines and standards, including the Ausgrid Electrical Safety Rules Document.

2.6.2.1. Electrical Approvals

Where the delivery of the Works impacts electrical assets, the Contractor will be required to liaise directly with Ausgrid to follow their approval process.

2.6.3. Sydney Metro Internal Approvals

Prior to any site works the Contractor must allow for the following timeframes:

4 weeks before works to commence:

- Contractor to provide detailed 4 Week-Lookahead program

3 weeks before works to commence:

- Contractor to apply for ROL.
- Contractor to issue Draft out-of-Hours Works (OOHW) approval request (if required) based on applied ROL.

2 weeks before works to commence:

- Contractor to obtain approved ROL and issue to Sydney Metro.
- Contractor to confirm Contract and OOHW, Sydney Metro approved.
- Contractor to demonstrate that all approvals from the relevant Authorities are in place.
- Provide input into Sydney Metro drafting of community notifications.

1 week before works to commence:

- Sydney Metro issue community notifications.

Contractor Works can only occur 7 days from issue of community notification.

Community notifications will not be issued without ROL and permits being in place and the requirement for seven calendar-day notification period needs to be factored in.

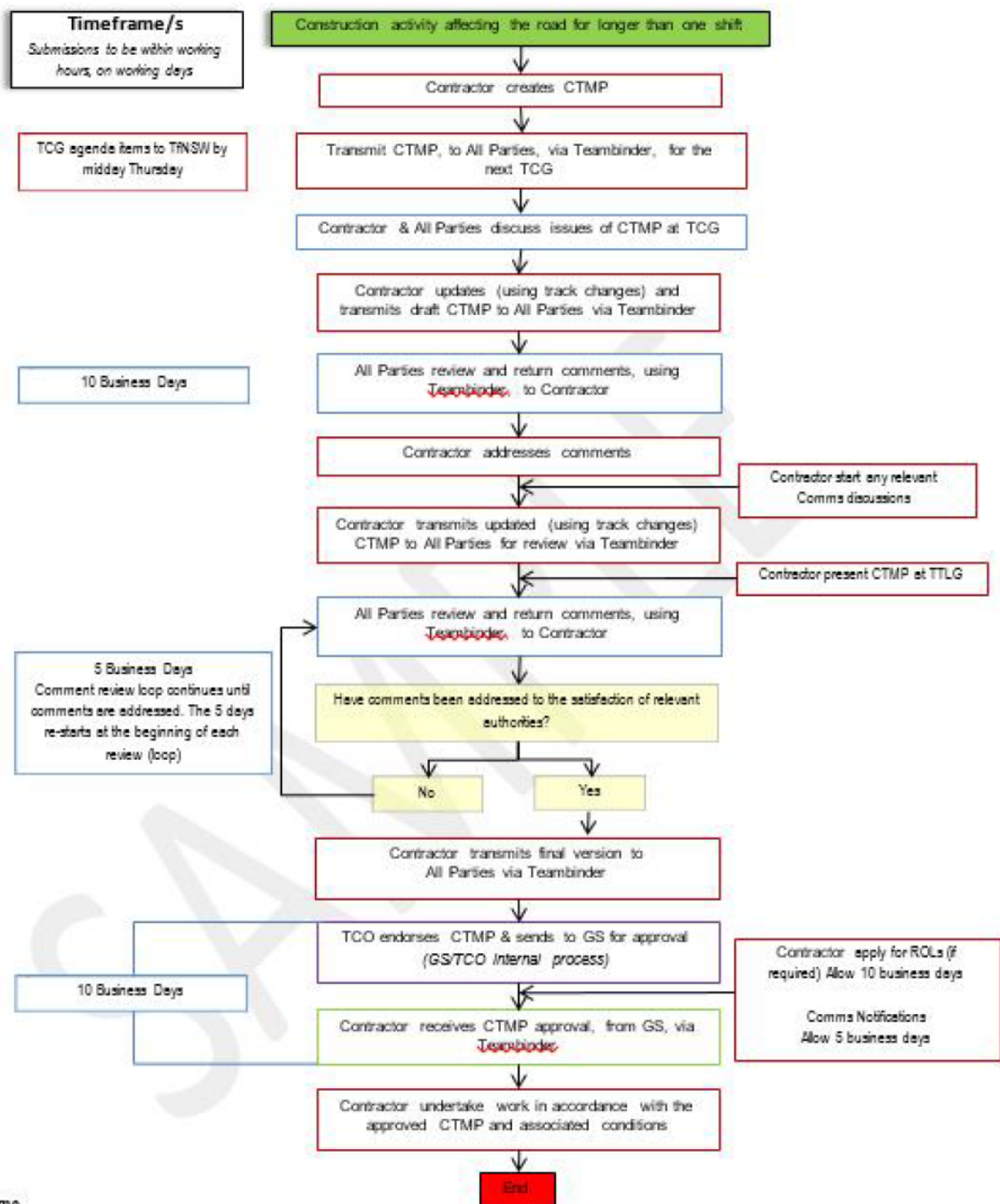
2.6.4. Traffic Approvals

Changes to speed limits, signage, parking, full and partial road closures will need approval from Local Council on almost all roads within this Project. The Local Council usually relies on the CTMP for information but has their own approval system: the Local Traffic Committee. This process should fit into the flowchart below and be agreed with the Local Council as soon as possible.

Road Occupancy Licenses are obtained through the existing OPLINC online system managed by the Transport Management Centre. All ROLs are to be obtained through this system.

CTMPs are approved through a process similar to that in the flow chart below. This is a suggested process that should be discussed and agreed at the first TCG.

The Contractor must carry out desktop Road Safety Audits of all temporary Traffic Management proposals.

**Acronyms**

All Parties	One, some or all as required, of: Local Council, GS, TCO, PANSW, IG , other relevant authority or stakeholder
CTMP	Construction Traffic Management Plan
Contractor	Company tendering for or has won the contract
GS	Greater Sydney former Roads & Maritime Services (RMS)
ROL	Road Occupancy License
TCO	Transport Co-ordination - former Sydney Coordination Office (SCO)
TCG	Traffic Coordination Group
TM	Traffic Management
TTLG	Traffic and Transport Liaison Group

Legend

TCO	Greater Sydney/TCO	Contractor	All Parties
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2.6.5. Functional Requirements

The Contractor is responsible for the following functional requirements:

- (a) Team project management:
 - ii. Have accountability for the service delivery and resource management
 - iii. Develop and manage a project program with agreed timeframes
 - iv. Lead the project team, including specialist Contractors appointed by the Principal
 - v. Undertake targeted engagement with agencies and stakeholders
 - vi. Track progress against agreed milestones (including works undertaken by other Contractors)
- (b) planning management
- (c) environmental management
- (d) traffic and transport management
- (e) sustainability management
- (f) Interface/stakeholder management
- (g) delivery management
- (h) commercial management
- (i) cost management
- (j) community and stakeholder management
- (k) reporting.

2.7. Deliverables

The Contractor must submit to the Principal:

Table 5: Schedule of Deliverables

Deliverables	Draft	Final
Interface Management Plan	Date of the Contract + 15 Business Days	Date of the Contract + 25 Business Days
Services Management Plan	Date of the Contract + 15 Business Days	Date of the Contract + 25 Business Days
Baseline program	As required to achieve acceptance by Principals' Representative.	7 days of commencement of Contractors Activities

Survey Plan	N/A	Prior to Completion
Project Health & Safety Management Plan (PHSMP)	Date of the Contract + 15 Business Days	Date of the Contract + 25 Business Days
Project Health and Safety Management Plan	Date of the Contract + 15 Business Days	Date of the Contract + 25 Business Days
Risk Register	Date of the Contract + 15 Business Days	Ongoing as part of Monthly report
Construction Environmental Management Plan (CEMP) sub plans and procedures.	Date of the Contract + 20 Business Days	Approved CEMP prior to the commencement of Works
Construction Traffic Management Plan (this includes site specific TCPs)	Date of the Contract + 20 Business Days	Approved CTMP prior to the commencement of Works
Additional Construction Traffic Management Plans	As required	As required
Road Occupancy Licences (with site specific TCPs) from TMC and/or Local Council equivalent	N/A	For all short-term works, before any short-term work may occur
Road Safety Audits (desktop and/or on works)	N/A	Desktop will be required, on a CTMP, prior to the commencement of Works Once work is installed, if required
Chain of Responsibility Plan	Date of the Contract + 15 Business Days	Prior to the commencement of Works
Occupational Health and Hygiene Management Plan	Date of the Contract + 15 Business Days	Date of the Contract + 25 Business Days
Wellbeing Management Plan	Date of the Contract + 15 Business Days	Date of the Contract + 25 Business Days
Security Management Plan	Date of the Contract + 15 Business Days	Date of the Contract + 25 Business Days
Workforce Relations Management Plan	Submitted with Tender	Date of the Contract + 20 Business Days

Community Communications Strategy	Date of the Contract + 15 Business Days	Date of the Contract + 30 Business Days
Project Incident, Emergency and Crisis Management Plan (with a section on Traffic Incident Management)	Date of the Contract + 15 Business Days	Date of the Contract + 25 Business Days
Monthly Progress Report (MPR)	N/A	5 th of each month
Waste Classification reports authored or reviewed and approved by a Certified Contaminated Land Consultant.	as required in accordance with the Contract	as required in accordance with the Contract
Waste tracking and disposal records	as required in accordance with the Contract	as required in accordance with the Contract
As Executed Drawings and Commissioning Documentation	NA	Prior to Actual Completion
GIS as-built field recordings	NA	Prior to Actual Completion

CD = Commencement Date.

- (a) All management plans, including Safe Work Method Statements (SWMS) and Worksite Protection Plans must be submitted to the Principal for review 10 days prior to any Works and before site investigation works can commence at each Site.

All management plans must ensure compliance to utility requirements.

In addition to the deliverables in Table 1 above, the Contractor must also provide any deliverable required by the Sydney Metro West CSSI Stage 1 Revised Environmental Mitigation Measures as allocated to the Principal Contractor.

2.8. Potential Heritage Items

If any heritage or suspected heritage items are found the Contractor is to engage a have a heritage advisor. Prior to physical works commencing the Contractor is required to review the proximity of final trenches and potholes to known for potential Heritage items. The Contractor is to obtain all necessary heritage approvals prior to works commencing which could impact these items.

For trenches and potholes located in proximity to nominated heritage zones, the Contractor's heritage advisor may be required to be present for all physical works and notification to site staff is to be undertaken as part of the shift pre-start briefing.

The Contractor will be required to stop work in the immediate vicinity if potential heritage items including archaeological remains are uncovered. The process to be followed is as outlined in the Sydney Metro unexpected finds procedure and as a first step visual identification and treatment of the item by the contractor's archaeologist will be required.

In the instance of disturbance of a potential heritage outside of these zones and / or when the Heritage Advisor is not onsite, the Contractor must advise the Principal's Representative in line with the incident reporting procedures. Temporary restoration utilising road plates in line with M209 Road Openings and Restoration may be required to ensure visual identification is undertaken prior to backfill and restoration of the pothole and or trench.

Typical treatment for restoration in the vicinity of a potential heritage item is for covering the exposed remains with geofabric, backfilling with sand to a nominal depth of 200mm and installation of danger marker tape. Considerable care should be taken during backfill and final restoration works and the Contractor's Heritage Advisor will be required to be present.

Access for the Principal's Survey Representative/ Advisor is required for survey of all located potential heritage items.

The Contractor is responsible for the management of heritage artifacts if required.

2.9. Interface Management

The Contractor is responsible for the provision of all interface management activities across the various disciplines and stakeholders associated with the work scope.

The Contractor must provide an interface management plan to the Principal. Report must include the scope, process, field communications protocol, contact card, notification procedures, work status, roles and responsibilities, project stakeholders and other relevant documents.

All deliverables under the Minor Works Contract will be updated by the Contractor to include and reflect additional investigation work and outcomes, including but not limited to reports and drawings.

2.10. Security

The Contractor shall be responsible for providing all required security and security personnel on work Sites. Site security risk must be identified with mitigations incorporated into the WHS Risk Register. Security arrangements will be described as a sub plan of the Project Health and Safety Management Plan and individual Sites include security management arrangements in the Contractor's Safety Management Plans and SWMS.

Site security must comply with AS/NZS 4421: 2011 Guard and patrol security services. Where security guards are required (if required), they must hold applicable security licenses in compliance with the Security Industry Act 1997.

2.11. Digital Information Security

The Contractor's information security management system must follow the principles contained in the following standards and comply with legislative requirements when accessing Sydney Metro and TfNSW information:

- (a) CPSt 15003.1 TfNSW Information Security Standard
- (b) CPSt14001.1 TfNSW Information Security Classification, Labelling & Handling Standard
- (c) NSW Government: Cyber Security Policy
- (d) Information and Privacy Commission NSW Guidance on Data Breaches.

2.12. Consultation

Key interfaces may exist with various internal Sydney Metro stakeholders and other project-related Contractors and consultation with them, for the delivery of the services is an essential element of the work.

External interfaces with government in regards to traffic and transport management, are a core component of the services. The Principal will require the Contractor to participate in broader consultation with traffic and transport stakeholders, under the control and/or direction of Sydney Metro.

External interfaces with government in corporate, or community stakeholders is not seen as a core component of the services. Whilst the Principal will require the Contractor to participate in broader consultation with external stakeholders, under the control and/or direction of Sydney Metro this is not envisaged to be a significant element of the services delivery or a lead role for the Contractor and is not listed as a specific task.

The Contractor must provide two and four week look ahead program details to inform required community notifications.

The Contractor will need to make available, appropriate senior team members to assist with Community complaints, enquiries and meetings as required.

2.12.1. Agency Consultation

Consultation regarding the project is ongoing with government agencies, local councils and similar organisations. A number of inter-agency reference groups have been established for the project.

The Contractor may be required to review submissions from government agencies and provide a report and recommendation to the Principal regarding incorporation of those submissions into project documentation.

Representatives from the Contractor may be required to attend inter-agency or other stakeholder meetings as determined by the Principal, for example the weekly Traffic Co-ordination Group (TCG) meeting.

The Contractor is expected to work collaboratively with neighbouring projects and minimising cumulative impacts on the community.

2.12.2. Other Elements of the Program

The Principal reserves the right to vary the scope of the services provided, subject to capacity, availability, and expertise, to include similar services on other elements of the Metro program.

2.13. Disputes involving the Principal

In the event that the Principal becomes involved in a dispute with a third party, the Contractor must provide all reasonable assistance as requested by the Principal, including without limitation:

- (a) to attend conferences, including with the Principal's external legal advisors
- (b) to locate, collate and/or provide relevant documents and records to the Principal
- (c) to prepare and execute witness statements, affidavits and/or reports
- (d) to ensure that all relevant documents and records within the Contractor's possession, custody and/or control are maintained (daily diaries, records of progress, as built programs etc.).

2.14. Existing Utilities - Contractor to Satisfy Itself

The Contractor must:

- (a) make such further enquiries and investigation, protect, and reinstate Utility Services as necessary for the Contractor to comply with its obligation under this Contract;
- (b) ensure existing utilities and/or structures remain undamaged and bear the cost of making any further enquiries and investigation to ensure the existing utilities and/or structures remain undamaged.
- (c) ensure there are no unplanned disruptions to the Utility Services in carrying out the Contractor's Activities and that planned disruptions to the Utility Services are minimised and that otherwise no Utility Services are damaged, destroyed, disconnected, disrupted, interfered with or interrupted by reason of the performance of the Contractor's Activities;
- (d) promptly notify the Principal's Representative of any connection, disconnection or interference with existing services;

- (e) provide all necessary information to the Principal such that the community can be notified of any activity that may cause a service disruption to, included but not limited to, local residents, businesses, road traffic, pedestrian traffic, bus operation, or Sydney Trains;
- (f) notify the Principal's Representative in the event of an unintended service disruption, or in the event of an emergency with the incident reporting procedures of this Contract;
- (g) repair any damage to the existing utilities and/or structures at the Contractor's cost either by the Contractor to the satisfaction of the Authority concerned, or if the relevant Authority so elects, repairs must be effected by the relevant Authority;
- (h) to the extent not prohibited by Law, indemnify the Principal from and against any claims against the Principal, or loss suffered or incurred by the Principal, arising out of or in connection with any damage to, disconnection or destruction of, disruption to or interference with or interruption to, any utility services arising out of or in connection with any act or omission of the Contractor or its subcontractors; and
- (i) is responsible for, and assumes the risk of, all additional work, increased costs and any other Loss, delay or disruption (including any delay in achieving Substantial Completion) it suffers or incurs arising out of in any way in connection with the existence, location or condition of all Utility Services in connection with the execution of the Contractor's Activities;
- (j) test, validate and undertake its own assessment of existing services terminations prior to the commencement of the Contractor's Activities in accordance with Work Health Safety Legislation;
- (k) liaise with the appropriate Authorities and resolve any issues that may arise; and
- (l) deal with any related existing services encountered, obstructed, or damaged in the course of performing the Contractor's Activities, as follows:
 - i. if the service is to be continued: repair, divert, relocate as required; or
 - ii. if the service is to be abandoned: cut and seal or disconnect and make safe and/or remove - in accordance with the requirements of the Principal's Representative and the relevant Authorities.

Information that may be made available to the Contractor regarding the location of existing utilities and/or structures is approximate and, in some cases, may be inaccurate or incomplete. The Principal accepts no responsibility for and does not guarantee or make any representation whatsoever as to the accuracy, adequacy, suitability or completeness of the information.

Attention is directed to the possible existence of underground utilities not shown on any drawing, or at locations or elevations different from those shown on any drawing. The Contractor must ascertain the exact location of each underground utility prior to doing any work that may damage such utility.

2.15. Contamination

The Contractor must consider the presence of Contamination when disturbing fill, soils, rock and groundwater and bear the risk of all contamination

- (a) The Contractor must comply with all relevant environmental laws, guidelines and standards relating to Contamination and Waste including, but not limited to the establishment and implementation of controls within its Project Health & Safety Management Plan (PHSMS) and Exposure Control Plans (ECP's) to protect workers and the public from exposure to Contamination;
- (b) the establishment and implementation of controls within its Construction Environmental Management Plan (CEMP) to protect environmental receptors from exposure to Contamination;
- (c) ensuring that all Waste is classified in accordance with the Waste Classification Guidelines, Part 1: Classifying Waste (NSW EPA, 2014);
- (d) in particular, any material exhibiting indicators of contamination including the presence of hazardous substances, odours, discoloration or staining, must be contained (to the extent practicable) and sampled by a Certified Contaminated Land Consultant to determine the waste classification prior to disposal;
- (e) ensuring that relevant utility providers are contacted, and their requirements implemented, where Contamination is encountered in connection with an existing service;
- (f) ensuring that all Waste is disposed to an appropriately licensed facility in accordance with the Protection of the Environment Operations Act 1997 and the Protection of the Environment Operations (Waste) Regulation 2014; and
- (g) providing Waste classification, tracking and disposal documentation relating to all fill, soil, rock and groundwater that is removed from work sites.
- (h) remediation the Sites and Extra Land to the standard required by Law to the extent to which:
 - i. it is any way degraded by such contamination; and
 - ii. the contamination is of such a nature that an Authority could issue a statutory notice requiring it to be remediated.

If the Contractor discover any contamination or potential contamination in, on or under any part of the Site (whether or not the Contractor or its subcontractors have caused or contributed to that contamination), it must notify the Principal immediately of the discovery of the contamination or potential contamination.

2.16. Temporary Site Facilities

Temporary Offices, Amenities and Storage location of any laydown area, storage shed, messing or toilet shed, container, workshop, office or other structure on the Sites and any Extra Land is the responsibility of the Contractor.

Where space is not available on the Sites and any Extra Land and subject to approval by the Principal's Representative and the relevant Council Approval, the Contractor may, at its cost, set up temporary office and storage facilities in close proximity to the Site. The terms of this Contract apply to any off-site facility used for the Works. In all circumstances, temporary toilet, first aid, traffic, fire and safety facilities must also be maintained on the Site at all times. Details of this facility must be included in the CTMP.

The Contractor must not use any off-site, public toilet facility or car park. The Contractor is expected to hire and use its own Portaloos.

2.16.1. Temporary Services

The Contractor must provide any temporary services required for execution of the Contractor's Activities, including, but not limited to, the payment of all charges for installation and use of services and making services available to subcontractors, nominated subcontractors and Interface Contractors as required.

Temporary services include, but not limited to:

- (a) power and lighting;
- (a) communications (includes the installation of portable variable message signs (VMS));
- (b) water;
- (c) sanitation; and
- (d) fire control.

The Contractor must bear all costs and obtain all permits in regard to the provision and subsequent disconnection, removal and making good of all temporary site services.

Subject to approval by the Principal's Representative, temporary generators may be used for the provision of site power. In the event of complaint, or in the event that generator noise levels are deemed unacceptable, the Principal's Representative may direct the Contractor to implement additional sound reduction measures such as the construction of ancillary sound walls, at the cost of Contractor.

Subject to approval of the CTMP portable variable message signs (VMS) may be required to provide advance warning of works. In the event of a complaint, or in the event that the VMS's generator noise levels are deemed unacceptable, the Principal's Representative may direct the Contractor to implement additional sound reduction measures such as the construction of ancillary sound walls, at the cost of Contractor.

2.16.2. Parking

The Contractor must ensure that all vehicles associated with the completion of the Works and private vehicles connected with the Works are parked in a manner that causes no inconvenience to neighbouring residencies and businesses.

The Contractor is fully responsible for any private motor vehicles parked on the Site. The Contractor must include any planned area for the parking of private vehicles on the Environmental Control Map and the CTMP. The CTMP must also detail the likely number, movements and types of vehicles. The planned area for parking is subject to agreement between the Contractor and the Principal's Representative.

The Contractor is fully responsible for any damage cause by the Contractor or its sub-contractors to any motor vehicle not connected to the Works, whether that vehicle is moving around, through and/or parked on, in or near the Site.

2.16.3. Loading Zones

The Contractor must make its own arrangements regarding loading zones (either new or existing), including the payment of all fees and charges.

2.17. Requirements Prior to Completion

In addition to any condition precedent to Completion provided in the General Requirements, the following items must be completed to the reasonable satisfaction of the Principal's Representative as a condition precedent to Completion:

- (a) the Sites and any Extra Land must be clean and tidy with all rubbish completely removed, all signage, paintwork and sundry metalwork cleaned, all concrete and bitumen splashes and stains removed and all line marking repainted;
- (e) all temporary facilities (including signs and line marking) must be removed and any affected areas made good;
- (f) any affected traffic signal detector loops must be returned to complete and full working order;
- (g) any relocated bus stops must be removed in full and the original bus stop returned to the exact condition (includes, signs, lines and furniture) it was before it was relocated;
- (h) reinstatement on road openings must be completed in accordance with the TfNSW Greater Sydney Operations and Local Council approvals;
- (i) advise Principal on backfill materials used in/for reinstatement; and
- (j) restoration of Sites and any Extra Land must be documents with before and after time stamped photos and submitted to the Principal;
- (k) to the Principals satisfaction, any road safety audit finding must be closed out.

2.18. Approvals, Fees, Duties and Taxes

2.18.1. General

Unless stated otherwise in the Contract and this Services Brief, the Contractor must:

- (a) obtain from Authorities all necessary certificates, licences, consents, approvals, authorisations and permits;
- (b) give to Authorities all necessary notices;
- (c) pay to Authorities all required fees, duties and taxes;
- (d) comply with all requirements of Authorities (including all requirements contained in any certificates, licences, consents, approvals, authorisations and permits issued by Authorities); and
- (e) comply with NSW Government Policies,

applicable from time to time in connection with the Works under the Contract and this Services Brief.

The Contractor must give the Principal a copy of documents issued to the Contractor by any Authority in respect of the Works under the Contract and this Services Brief and, in particular, any certificates, licences, consents, approvals, authorisations and permits in respect of the Works under the Contract and this Services Brief.

2.18.2. Licence

The Contractor represents and warrants to the Principal that it meets and will continue to meet for the duration of the Works under the Contract and this Services Brief all requirements at law to legally perform the Works under the Contract and this Services Brief, including the holding of all relevant certificates and licences.

3. Planning, Environment, and Sustainability Management

The Sydney Metro West Concept and major civil construction work for Sydney Metro West between Westmead and The Bays (Stage 1 of the planning approval process for Sydney Metro West), application number SSI-10038, were approved on 11 March 2021. Stage 2 of the planning approval process for Sydney Metro West, application number SSI-19238057, was approved on 24 August 2022. Stage 3 of the planning approval process (rail infrastructure, stations, precincts and operations) for Sydney Metro West, application number SSI-22765520, was approved on 25 January 2023.

The ASP works forms part of the Stage 1 of the planning approval process for Sydney Metro West State Significant Infrastructure (SSI-10038).

With respect to the ASP works there are several sources of planning, environmental, and sustainability requirements that originate from the planning approval and Sydney Metro assurance standards, including :

- Stage 1 Planning Approval;
- Stage 1 Revised Environmental Mitigation Measures;
- Construction Environmental Management Framework (CEMF);
- Construction Traffic Management Framework (CTMF);
- Construction Noise and Vibration Standard (CNVS);
- Compliance Monitoring and Reporting Program – Stage 1;
- Sydney Metro Integrated Management System (IMS) procedures; and
- Any relevant or applicable standards, guidelines and other legislative obligations.

An allocation of responsibilities of the Contractor applicable to the ASP works are provided in three parts within Attachment I:

- Allocation of the Minister's Conditions of Approval (MCoA)
- Allocation of Revised Environmental Mitigation Measures (REMMs); and
- Allocation of Construction Environmental Management Framework (CEMF).

3.2. Key Environmental Issues

The Construction Environmental Management Framework establishes Sydney Metro's minimum requirements for management systems and documentation. It allows our Principal Contractors to understand what our expectations are, how to integrate with Sydney Metro systems and procedures, and how to develop approaches to managing requirements from a range of different sources such as Planning Approvals, licences, standards, guidelines, and other legislative obligations.

In delivering the works we require our delivery partners to adopt these minimum standards, build upon them, and utilise best practice techniques to manage environmental and sustainability issues. We will create an environment where innovation, as a core Sydney Metro value, is encouraged so that each opportunity to define best practice is capitalised upon and realised.

It is envisaged that the hours of work may involve night and weekend works to minimise disruption to traffic, local business, and local residents. Any works proposed to be undertaken outside of standard construction hours defined in the Planning Approval must be undertaken in accordance with the Out of Hours Works Protocol and in consultation with the community and stakeholders such as the Department of Planning, Housing and Infrastructure, the Independent Environmental Representative, Acoustic Independent Advisor, Ausgrid, Endeavour Energy, , and relevant Councils. The Contractor is to allow for the most suitable hours for works considering local environment/permits/ROIs/traffic management approvals/stakeholder nominated hours and any other relevant requirements or constraints.

The Contractor is to undertake all works in accordance with the Sydney Metro Construction Noise and Vibration Standard. Out of Hours Work applications are to be submitted to Sydney Metro for approval at least 3 weeks prior to the proposed works.

3.3. Environmental and Approval Meeting

- a) A weekly environment and approvals meeting may be established by the Principal within 30 Business Days of the date of the executed Deed.
- b) The Principal Contractor must participate in the environment and approvals meeting with the following attendees as a minimum:
 - (i) Environmental Manager;
 - (ii) other environmental staff where relevant; and
 - (iii) subject matter experts where requested by:
 - A. the Principal; or
 - B. the Environmental Representative (ER)
- c) The Principal will chair the environment and approvals meeting and provide minutes to all attendees within three Business Days.
- d) Environment and Approvals meetings will be held weekly, unless otherwise specified by the Principal.
- e) The following parties will be invited to the environmental and approvals meeting where relevant, by the Principal:
 - (i) relevant Principal representatives;
 - (ii) the Environmental Representative;

- (iii) Independent Environmental Auditor.

3.4. Independent Environmental Representative

- (a) The Principal Contractor must cooperate with all reasonable requests of the Environmental Representative (ER).
- (b) The Principal Contractor must provide the ER with a copy of any documentation required to fulfil the ER's obligations under the Planning Approval.
- (c) The Principal Contractor must induct the ER at each Construction Site and provide access to all areas of the site for the purpose of checking Planning Approval compliance.
- (d) The Principal Contractor must facilitate any reasonable requests made by the ER to meet with individuals who can inform their assessment of compliance.
- (e) The Principal Contractor must participate in compliance assessment activities under the Compliance Tracking Program including environmental inspections led by the ER with the following attendees as a minimum:
 - (i) Environment Manager
 - (ii) Any other person as requested by the ER (where the ER is acting reasonably): and
 - (iii) relevant environmental staff.
- (f) The ER will provide the Principal Contractor with a copy of the ER inspection report within 24 hours of the inspection.
- (g) The Principal Contractor must carry out any actions detailed in the ER's inspection report (required by the ER acting reasonably).
- (h) The Principal Contractor must provide the ER with documented evidence it has carried out the actions detailed on the report.
- (i) Environmental inspections will be held weekly, unless otherwise agreed with the Principal. The Principal may modify the frequency of ER inspections at its discretion, up to a maximum frequency of weekly.

3.5. Independent Acoustic Advisor

- a. The Principal Contractor must cooperate with all reasonable requests of the Independent Acoustics Advisor (AA).
- b. The AA:
 - i. is independent of the parties;

- ii. shall oversee the implementation of all noise and vibration management plans and monitoring programs required under the Planning Approval and shall advise the Principal upon the achievement of the outcomes contemplated in the Planning Approval;
 - iii. shall advise the Principal and the Principal's Representative on the Principal Contractor's compliance with the Planning Approval
- c. The Principal Contractor must comply with the lawful requirements of the AA, including so as to allow the AA to discharge any functions of the AA provided for in the Planning Approval.

3.6. Compliance Monitoring and Reporting Program

- a) Notwithstanding any Planning Approval requirements, a Compliance Monitoring and Reporting Program will be developed and implemented by Sydney Metro and the Principal Contractor must participate in its implementation.

3.7. Phasing Report

- a) The Principal Contractor must participate, facilitate and provide Sydney Metro any information required in the preparation of the Phasing report. The Phasing Report will describe the scope of work to be carried out during each phase and is followed by a risk assessment to consider to what extent a corresponding management document or monitoring program should apply.

3.8. Independent Audit Program

- a) The Principal Contractor must participate, facilitate and comply with any independent audit program to assess the compliance with conditions of approval, post-approval documents, environmental performance of the Principal Contractor and assessment of adequacy of the Environmental Management Plans, sub-plans and other relevant compliance documents.

4. Health and Safety Management

4.2. General

This Services Brief sets out the minimum Work, Health & Safety (WHS), Rail Safety and associated health and safety requirements for the contractor. It sets out requirements for compliance with WHS and Rail Safety legislation as well as good management systems practices that collectively contribute to the delivery of the Sydney Metro program.

This Services Brief is not an exhaustive list of legal obligations, duties, and requirements, with respect to the WHS Act 2011 and WHS Regulation 2017, Heavy Vehicle National Law (HVNL NSW) and the Rail Safety National Law (RSNL). It is incumbent on the Principal to identify and comply with all of the relevant legislation to ensure that it is meeting its duty of care.

Australian Standards and Codes of Practice are called up within this Services Brief to ensure minimum compliance. Where an inconsistency occurs between the requirements in an approved Code of Practice and an Australian Standard, the requirements of the Code of Practice will take precedence unless the risk control measure contained in the Standard delivers a higher level of risk mitigation on the hierarchy of control.

The Contractor is considered a Principal Contractor under the WHS Regulations 2017 and WHS Act 2011. The Service Provider's Health and Safety Management Plan must address all of the requirements of a Principal Contractor for construction work.

Sydney Metro's Health and Safety Management System (HSMS) is accredited by the Office of the National Rail Safety Regulator which allows Sydney Metro to perform the function of a rail infrastructure manager under the Rail Safety National Law.

The Service Provider must:

- Produce a Project Health and Safety Management Plan which incorporates Security and Chain of Responsibility Sub-plans which must be submitted to Sydney Metro 14 days prior to mobilisation to demonstrate conformance to this Services Brief.
- Engage the services of a Certified Occupational Hygienist (COH)[®] to provide governance over the performance of all occupational health and hygiene activities, including approval of Management Plans, Health Risk Assessments and Exposure Control Plans.
- Produce a Project Incident, Emergency and Crisis Management Plan
- Comply with the Sydney Metro Health & Safety in Contractor Procurement, Mobilisation and Onboarding procedure

Prior to mobilisation, all tasks identified in the *Operational Readiness Review Checklist* must be verified by Sydney Metro.

The Contractor and their sub-contractors must identify, those persons who make or participate in making decisions that affect the whole or a substantial part of the Service Provider's (or sub-contractor's) business or undertaking, or who are otherwise Officers. As required by the WHS Act, Sydney Metro expects that each Officer of a Service Provider or a sub-contractor exercises Due Diligence to ensure that the entity in respect of which she or he is an Officer complies with its duties under the WHS Act 2011, WHS Regulation 2017, RSNL and HVNL. Service Providers and sub-contractors must demonstrate that they have given appropriate consideration to the duties of Officers as part of their PHSMP.

4.3. Project Health and Safety Management Plan (PHSMP)

The Contractor must develop a Health and Safety Management Plan that is compliant with the requirements of the Sydney Metro Health and Safety Management System, the Principal Contractor Health and Safety Standard (Version 6.0 supplied in the information pack) and this Services Brief. The following sections of the Principal Contractor Health and Safety Standard (Version 6.0) do not apply to this contract:

- i. 4.2. Other Management Plans
- ii. 4.3. Operational Readiness Review
- iii. 5.1. Monthly Health and Safety Report
- iv. 6. Health and Safety Leadership
- v. 10.7.1. Tower Cranes
- vi. 10.8. Piling
- vii. 10.10. Explosives
- viii. 10.11. Excavation Work and Tunnelling
- ix. 10.11.2. Tunnelling
- x. 10.11.3. Shotcrete Works
- xi. 10.14. Working In and Around Water
- xii. 10.14.1. Marine Vessels
- xiii. 10.14.2. Diving Work
- xiv. 10.15. Work conducted in the vicinity of Aerodromes
- xv. 11 Workplace Health Hazard Management
- xvi. 12 Wellbeing
- xvii. 13.4. Heavy Vehicle Safety and Compliance
- xviii. 14 Rail Safety
- xix. 15 Fitness for Work
- xx. 16 Interface Management
- xxi. 19.2. Simulated Emergency Exercises
- xxii. 19.3. First Aid Requirements
- xxiii. 22 Monitoring, Inspections and Audits

The PHSMP must include provision for Security and Chain of Responsibility Sub Plans.

The Contractor must demonstrate in their Project Health and Safety Management Plan (PHSMP) that the health and safety risks associated with the project activities have been fully identified, assessed and eliminated, and where elimination is not reasonably practicable, the risks have been minimised SFAIRP.

The Contractor's PHSM must comply with and demonstrate how the contractor will comply with the requirements of:

- xxiv. the WHS Act 2011 and WHS Regulation 2017
- xxv. HVNL (NSW) and Regulations
- xxvi. RSNL 2012
- xxvii. Codes of Practice, Guides and Australian Standards as referenced in this Standard
- xxviii. NSW Government WHS Management Systems and Auditing Guidelines
- xxix. Office of the Federal Safety Commissioner's Audit Criteria Guidelines

Requirements imposed on the Service Provider by its contract with Sydney Metro (including this Services Brief).

4.4. Health and Safety Risk Management

The Contractor must develop a Risk Management procedure to identify health and safety hazards and risks, assess hazards and risks and plan work processes to control and communicate those hazards and risks.

Risk Management procedures must comply with:

- (a) WHS Act 2011 and WHS Regulation 2017, Heavy Vehicle National Law (HVNL NSW) and the Rail Safety National Law (RSNL)
- (b) Codes of Practice approved under s274 of the WHS Act, specifically; Construction Work; How to Manage Work Health and Safety Risks; (where relevant to the work being performed) Demolition Work
- (c) AS/NZS ISO 31000:2009 Risk management – Principles and guidelines
- (d) IEC 31010:2009 Risk management – Risk assessment techniques
- (e) Sydney Metro Risk Management Standard.

The Contractor will conduct a project level risk workshop at least 1 month prior to work commencement.

The Contractor will ensure that any health and safety in construction risks identified by the designer during health and safety in design activities or included in health and safety assurance and constructability reports will be incorporated into the PHSM and the project level risk register.

The project level Risk Register must use the consequence and likelihood criteria defined in the Sydney Metro Principal Contractor Health and Safety Standard.

The risks that must be considered in the project level risk workshop include:

- Significant/Critical risks – i.e. fall from heights, people/plant separation, utilities

- Occupational health and hygiene risks i.e. respirable crystalline silica, diesel particulates
- Heavy vehicle and chain of responsibility risks
- Public Safety and Security Risks

Project level risk workshops must be facilitated by a safety professional experienced in facilitating risk workshops.

The workshops must be attended by key stakeholders in agreement with the Principal's Representative. The Contractor must issue a workshop briefing note 5 business days prior to the workshop.

The Contractor must circulate the workshop outputs to workshop attendees for comment and integrate any feedback received into the Project Level Risk Register.

The Contractor must provide the updated Project Level Risk Register to the Principal's Representative before commencement of any site establishment. This risk register shall include traceability and verification of proposed controls.

The Project Level Risk Register must be reviewed on a monthly basis by the Contractor in consultation with at least 1 representative of Sydney Metro to review any emerging or ongoing key safety issues and effectiveness of the controls.

The Contractor must provide records of changes to the Project Level Risk Register to Sydney Metro within five business days of the review.

Where severe/catastrophic/significant risks (fatal or multiple fatality outcomes) are identified in the Project Level Risk Register, the Service Provider must incorporate processes in their PHSM (e.g. fatal risk protocols) which demonstrate how these risks will be managed SFAIRP.

The Project Level Risk Register must be used to develop the Workplace/Package/ Work Activity Level Risk Assessments which in turn must be used to inform Task/Work Method Level Risk Assessments.

The Contractor must develop SWMS following completion of Risk Assessments in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Construction Work – Code of Practice
- NSW Government Work Health & Safety Management Systems and Auditing Guidelines
- Sydney Metro Risk Management Standard.

Safe Work Method Statements (SWMS) are required on Sydney Metro for High Risk Construction Work as defined by Clause 299 of the WHS Regulation 2017. SWMS must be developed for high-risk work such as working near:

- Traffic/Moving plant or trains;

- Water;
- Work at height;
- Electricity;
- Interaction with public – not listed in Safework NSW requirements but a key issue for Sydney Metro;
- Or other risk identified.

Sydney Metro requires all high risk SWMS to be submitted for review however all responsibility resides with the PC. The PC is to invite Sydney Metro's H&S representative to all significant risk workshops prior to work commencing or where there is significant change.

SWMS must be developed by Service Providers or Sub-contractors in relation to sub-contracted works and provided to the principal contractor prior to work commencing. Any SWMS/SWI must be made available for review by Sydney Metro upon request. Sydney Metro's review is solely for the purpose of reviewing

4.5. Reporting

The Service Provider must provide the Principal's Representative with monthly safety statistics in Sydney Metro's Monthly Health and Safety Reporting template (as provided by the Principal's Representative) by the fifth working day of the month following the reporting period.

The Service Provider must:

- Have procedures that define when and how it will report to relevant regulatory authorities (e.g. SafeWork NSW, ONRSR, RMS OFSC, etc.) in accordance with relevant legislation, guidance and in accordance with the Service Provider's certification requirements.
- Provide to Sydney Metro copies of communications to any external authorities, including SafeWork NSW, OFSC, RMS, NSW Ports Authority, Ausgrid, Inner West Council, etc.

4.6. Operational Readiness Review Checklist

The Service Provider's Management Plans and any supporting documentation from the Corporate Management System which are called up by the plans must be submitted to Sydney Metro for review. Prior to commencement on site, the Service Provider must present to Sydney Metro and demonstrate that they are ready to commence delivery in accordance with Sydney Metro's Operational Readiness Review Checklist below:

Action Description	Status
Verify an agreed Health and Safety Organisational chart is in place	
SM accepted PHSM and any specific management plans associated with the scope of works	
SM accepted Service Provider Occupational Health, Hygiene and Wellbeing (OHHW) MP	
Service provider to provide Procedure for the management of electrical work in the vicinity of High Voltage Electrical Infrastructure	

Action Description	Status
SM accepted Level 1 Health Risk Assessment, with Significant Risks transferred to the Health and Safety Risk Register	
SM accepted Exposure Control Plans for Significant Risks as identified in the Level 1 Health Risk Assessment.	
SM accepted Service Provider <i>CoR</i> Management sub plan (contained within the PHSMP)	
Provision of Service Provider Site Security Management Plan (contained within the PHSMP)	
Service Provider to provide SM with process for equipment inspections and plant and equipment inspections	
Service Provider to provide SM with a provisional list of: site plant and equipment register Hazardous Materials/Chemicals register Primary Emergency Response Equipment	
Provision of Service Provider implementation process, to ensure fitness for work requirements and provision of employee assistance are met	
Service Provider to facilitate a <i>Risk</i> workshop with Sydney Metro Health and Safety attendance	
Review of the Service Provider's <i>Risk Register</i> by Sydney Metro	
Close out of uncontrolled Health and Safety risks that are 'Critical' or 'Catastrophic'	
Review Health and Safety Risk Register Actions that are unable to be closed out proper to scheduled mobilisation date and enter action into the Project Manager's Action Plan for post-mobilisation completion	
SM to provide Service Provider with Health and Safety performance reporting requirements	
Provision of the Service Provider site specific induction presentation	
Conduct a Health and Safety pre-start workshop between SM and Service Provider	
SM to implement a Pre-mobilisation kick off meeting	

4.7. Site Specific/Package/Work Activity Level Health & Safety Risk Assessments

The Project Level Risk Register must be used to develop the Site Specific/Package/ Work Activity Level Risk Assessments which in turn must be used to inform Task/Work Method Level Risk Assessments.

The Service Provider must produce a site specific health & safety management plan for each of the sites where work will be undertaken. The site specific safety management shall incorporate:

- Site team and contact details
- Emergency procedures including site diagrams
- Site Access arrangements
- Shift times (for 24 hour operations)
- Mobile plant
- A diagram or map of the site location and layout
- DBYD or service location diagrams

- Site establishment – arrangements for facilities (toilets, shelter, water etc.) and emergency equipment
- Site specific health & safety, environmental and security risk assessment.
- Health and Safety control measures and monitoring
- Site history (contaminated land mapping)
- Traffic management where applicable
- Security arrangements

The Service Provider shall ensure that the site specific health & safety management plan and associated SWMS and plans for the works are prepared submitted for review by Sydney Metro at least five business days prior to commencement of the works.

The site specific health & safety management plan must be approved by the Principal, Sydney Harbour Foreshore Authority and any other applicable regulatory authority (where applicable), prior to commencing site works.

4.8. Chain of Responsibility

Should the Service Provider have obligations under the Heavy Vehicle National Law (NSW), the Service Provider shall:

- Comply with the HVNL and Regulations governing the supply chain for the work;
- Develop a CoR Management Plan (this may form part of a sub-plan to the Safety Management Plan) articulating how the contractor will manage their compliance obligations (Speed; Fatigue; Mass; Dimensions; Load Restraint and Vehicle Standards/ Roadworthiness) and ensure contracts with supply chain parties do not directly or indirectly incentivise non-compliance or give rise to situations that may result in a breach of the HVNL – refer to Appendix D of the Sydney Metro Chain of Responsibility Standard.;
- Not commence any work on a site until the CoR management plan has been submitted to and accepted by Sydney Metro;
- Update the CoR management plan (as required by the contract) throughout the duration of the work;
- Ensure all risks associated with CoR compliance are identified, assessed, and controlled SFAIRP and such risks are included in the contractor's project risk register;
- Monitor and review the effectiveness of the contractor's and supply chain's CoR compliance controls; and
- Report to Sydney Metro on CoR performance in monthly progress reports.

4.9. Health Risk Assessments

The Service Provider must engage the services of a Certified Occupational Hygienist (COH)[®] to provide governance over the performance of all occupational health and hygiene activities, including approval of Management Plans, Health Risk Assessments and Exposure Control Plans.

The Service Provider's project level risk register must use the occupational health consequence and likelihood criteria in the Principal Contractor Health and Safety Standard.

A Level 1 Health Risk Assessment (HRA) must be conducted prior to commencing work to identify and evaluate occupational health risks associated with all activities likely to be performed. Level 1 HRA involves a desktop review of available information including historical exposure data (if available), for purposes of identifying Similar Exposure Groups (SEGs); appropriate control measures to reduce the risk so far as is reasonably practicable (SFAIRP); informing qualitative judgement of occupational exposures; prioritising SEGs for control; establishing quantitative exposure assessment and health monitoring activities; and to provide assurance that health hazards can be managed to an acceptable level of risk.

A Level 2 HRA involves a walkthrough assessment per SEG by the COH in consultation with the Service Provider. Level 2 HRAs must be conducted within 2 weeks of project commencement for those SEGs estimated to have a Significant Risk to Health; and three months for remaining SEGs. Level 2 HRA verifies the information from the Level 1 HRA is correct; verifies that planned control measures are in place; verifies Level 1 HRA exposure estimates including the presence and perceived effectiveness of implemented controls; and provides formal recommendations for implementation by the Service Provider.

Level 3 HRAs must include a documented exposure assessment strategy by the COH, submitted to Sydney Metro prior to implementation. Level 3 HRA must be performed where Level 2 HRA demonstrates that a Significant Risk to Health exists; where exposures could exceed, or have exceeded, the Workplace Exposure Standard; where complaints or symptoms have been reported relating to health hazards; or changes in activities could potentially increase exposures to health.

Level 3 HRAs are conducted to measure personal exposure to health hazards to determine compliance with Workplace Exposure Standards; to characterise SEGs; to evaluate the effectiveness of controls; to perform observations and conduct worker interviews; to identify and quantify hazards in the workplace; and to enable workers to ask questions. The critical control audit tool must be submitted with the Level 3 HRA report.

The COH must be provided access to all active work areas. A system must be in place that ensures all personal exposure sampling and analysis is performed by Occupational Hygienists in accordance with relevant Australian Standards or validated test methods.

Where monitoring for personal exposure identifies an exceedance of the Workplace Exposure Standard, this is to be recorded as an Incident in INX (refer Service Provider H&S Standard, Incident Reporting & Investigation). The Service Provider must review the control measures

to reduce the risk and select and implement those control measures to control the risk SFAIRP; and all recommendations made by the COH must be recorded, communicated, and implemented.

Service Provider Risk review frequencies, including Level 3 HRA, must be no less than monthly for risks assessed as High or Very High; Two-Monthly for risks assessed as Medium; and Quarterly otherwise. In all cases, the level of protection afforded through the use of PPE must not be taken into account when determining the level of risk to health.

The results of personal exposure assessment must be compared against Workplace Exposure Standards to determine compliance, evaluate occupational health risks and determine exposure acceptability for each hazard. Action Limits must be established at equal or lower to 50% of the Workplace Exposure Standard. Exposures above the Action Limit demonstrate that a process is not under reasonable control and an Exposure Control Plan must be implemented to detail how exposures will be reduced.

Level 3 HRAs are to be submitted to Sydney Metro within 4 weeks of exposure sampling occurring onsite.

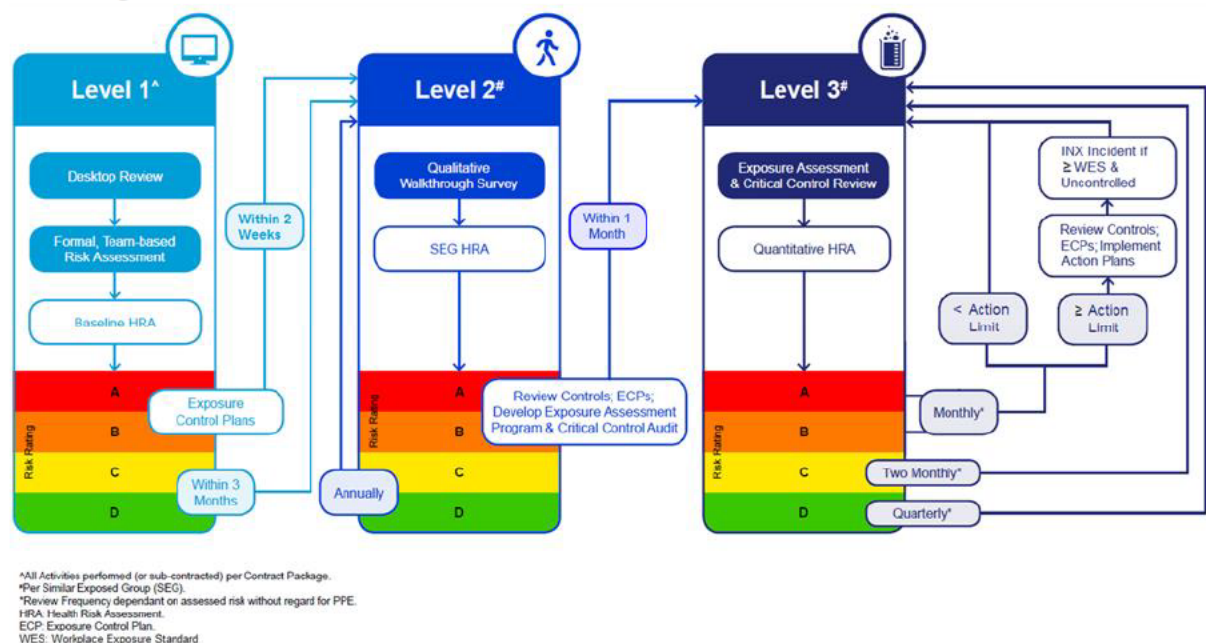


Figure 1: Health Risk Assessment Model

4.9.1. Exposure Control Plans

Exposure Control Plans (ECP's) must be documented and implemented in all circumstances where risk assessment activities identify a *Significant Risk to Health*. This is performed prior to starting work, with plans submitted to Sydney Metro prior to commencement. The Service Providers COH must approve all ECPs.

In all cases, ECPs must be established based on the control hierarchy principles and where practicable, are incorporated into design processes; as part of procurement of new plant and equipment; and as part of the development of new or changed processes.

ECP's must include the following information:

- The hazard(s) and risks for which the ECP is being developed to control;
- Reference to relevant legislation, relevant codes of practice, regulatory guidance and Australian Standards;
- Roles and responsibilities including documenting who has accountability for each measure;
- Control measures listed in order of the hierarchy of control;
- Exposure controls, critical to preventing or mitigating worker exposure to *Significant Risks* to health, shall be identified and prioritised for implementation and management, known as "critical controls"
- Implementation of interim controls, where needed;
- Inspection and maintenance requirements for the selected control measures to remain effective;
- Up-to-date training and competency requirements;
- Up-to-date hazard information;
- A process for regular consultation; and
- A process for review and evaluation of effectiveness.

The ECP's are used in the following ways:

- a) To verify that the assessed risk can be managed to an acceptable level both prior to commencing work and during the work activity;
- b) Used as part of the Level 2 Health Risk Assessment to verify if the nominated control measures are in place; if they appear to be operating effectively; and to verify if there is a documented requirement for those controls to be performed. For example: is the control measure listed on a SWMS?
- c) As a starting point to determine which control measures are critical to prevent or mitigate the Significant Risk; and
- d) Used for audit and compliance purposes.

(1) Exposure Control– Asbestos

Where licenced asbestos removal work is performed, air monitoring shall be carried out. All occupational hygienists and Licensed Asbestos Assessors used to assess asbestos are to be competent to do so. All occupational hygienists and Licensed Asbestos Assessors are to be working under the governance of a COH.

Asbestos air monitoring results must be submitted to Sydney Metro the following day of sampling. Evidence of calibration and NATA laboratory accredited must be supplied. Where a

quality control error is identified in NATA accredited laboratory analytical reports, the Service Provider shall request an amended laboratory certificate of analysis to be issued.

Clearance Certificates must be provided to Sydney Metro upon asbestos being removed and prior to re-occupancy of each asbestos removal work area. Where a project comprises of multiple asbestos removal work areas, a final Clearance Certificate encompassing all asbestos removal work activities must be provided to Sydney Metro.

(2) Exposure Control– Contaminated Ground

An assessment must be undertaken by a COH during the work planning phase to determine the potential risk to workers for any ground contaminants prior to ground disturbance. An exposure control plan must be developed by the Service Provider to ensure controls are implemented to determine and monitor the level of contaminants in accordance with the Workplace Exposure Standard for workers.

4.9.2. Medical Examination & Health Monitoring Program

The Service Provider must document the medical examination and health monitoring program in the health & safety management plan. Persons and groups of workers (SEGs) must be identified to participate in medical assessment and health monitoring activities in circumstances where the results of Health Risk Assessments identify health hazard(s) that are anticipated to present a 'Significant Risk' to the health of those workers.

The medical examination and health monitoring program must be documented to ensure workers are deemed fit for duty for the type of work to be performed and shall include:

- a. The minimum requirements prescribed in Safe Work Australia's Guide for Service ProviderBUs on Health Monitoring for Exposure to Hazardous Chemicals;
- b. Skin checks and assessment of occupational dermatitis for workers exposed to cement based products;
- c. Pre-employment and risk based skin cancer examinations for those workers who predominantly work outdoors;
- d. Provision of crystalline silica baseline health monitoring and subsequent annual monitoring as per Safe Work Australia's Guide on Crystalline Silica Health Monitoring;
- e. Evaluation of underlying medical conditions along with physiological demands, as per AS/NZS 1715, to determine if workers required to wear respiratory protective equipment (RPE) are fit to do so, with consideration of the type of RPE used and circumstances of use;
- f. Evaluation of physical fitness, thermal stress tolerance and personal risk factors likely to affect thermoregulation for those workers required to work in thermally stressful environment(s);
- g. Baseline audiometry, as per AS/NZS 1269.4 and two yearly thereafter, or more frequently where exposure assessment demonstrates significant noise exposure;

- h. Workers exposed to hand arm vibration must be evaluated specifically with regards to personal risk factors likely to affect their health, such as the presence of Raynaud's disease, impairment of blood circulation, past hand injuries causing circulatory defects or deformity of bones and joints, peripheral nervous system disorders and musculoskeletal system disorders;
- i. Biological monitoring where exposure to a chronic health hazard(s) has been identified and a validated method exists for the collection, analysis and measurement of the hazardous substance, or its metabolites in the bodily fluid or tissue of exposed personnel (e.g.: a blood test for workers potentially exposed to lead); and
- j. Provisions that ensure medical recommendations are acted upon.
- k. The Service Provider must provide acceptable evidence of completion of medical examination and health monitoring within one-month of the worker commencing tasks that present a Significant Risk to Health. Acceptable evidence at a minimum includes:
 - a) a letter from the medical practitioner that performed the medical evaluation that confirms the medical examination and health monitoring undertaken. For example, confirmation that health monitoring for crystalline silica as listed in Schedule 14 of the WHS Regulation 2017 was completed; and
 - b) a monthly summary from the medical practitioner on the number of workers, listed per SEG, that were identified to have reduced lung function and/or abnormal audiometry due to noise induced hearing loss; and
 - c) a monthly summary from the medical practitioner on the number of workers, listed per SEG, that were identified to have a "deemed disease" as listed in Safe Work Australia's Deemed Diseases in Australia (2015). This requirement relates to only the deemed diseases that are associated with the medical tests being performed.

4.10. Personal Protective Equipment (PPE)

The PC is to ensure that workers wear the appropriate PPE suitable to the nature of the work and potential hazard/s associated with the work.

The PC is to ensure that worksite WHS inspections conducted by management include an assessment of compliance with PPE requirements and the condition of PPE in use. The PC must make available clean, serviceable PPE for the use by visitors.

For all construction work, this must include:

- a) High-visibility orange clothing (including high-visibility vest or shirt, and wet weather/winter upper body apparel) compliant with AS/NZS 4602.
- b) Lace up, ankle length, steel capped safety footwear (elastic sided boots are not permitted on site) compliant with AS/NZS 2210.

- c) A safety helmet compliant with AS/NZS 1801 and appropriate to the environment in which they work or enter.
- d) Safety eye wear and/or face protection which is appropriate to the task and environment. Eyewear must be compliant to AS 1337.
- e) Full sleeved shirts (shoulders covered and sleeves buttoned) with collars.
- f) Long trousers.

Full fingered gloves suitable to the task and compliant to AS/NZS 2161 must be worn while persons are carrying out construction work. Where persons are not carrying out work (e.g. managers, visitors, etc.), gloves must be readily available (i.e. carried on a clip).

Where hearing protection is used, the requirements in AS/NZS 1269.3 must be implemented by the PC.

All PPE programs must be documented and approved by the COH prior to work commencing.

4.10.1. Respiratory Protective Equipment (RPE)

Where respiratory protection is used by the PC, the requirements in AS/NZS 1715 must be implemented by the PC. Where RPE is required to control respiratory hazards the PC must develop an Exposure Control Plan - RPE program which includes the following minimum requirements:

- a) Compliance with AS1715 Selection, use and maintenance of respiratory protective equipment.
- b) The correct selection of RPE that is right for the hazardous chemical/substance or mixture, the environment in which it is going to be used, the task and the wearer (a list of the type / make of RPE for use)
- c) Information and training provided to RPE users for the correct use, storage and care;
- d) Supervision of RPE wearers to ensure that they are using the RPE in accordance with manufacturer's instructions and the training provided;
- e) Maintenance of RPE in accordance with the manufacturer's instructions;
- f) Pre-use inspections of RPE to ensure the equipment is working correctly before each use;
- g) Records and documentation;
- h) Correct storage facilities for RPE;
- i) Safe disposal of damaged or used RPE and its components, taking note of waste handlers' health and safety;
- j) Fit testing for the RPE by a competent person familiar with the RPE. Fit testing and training records are to be supplied to Sydney Metro prior to undertaking any works that require the use of respiratory protection.
- k) Fit testing must be repeated at least annually.

- l) Workers must be clean shaven where the RPE used relies on facial fit to be effective. Where applicable, Self-Rescuer units provided for workers are suitable and adequate for the environment, potential exposures and length of time estimated to safely undertake an emergency evacuation.

4.11. Security

The Service Provider shall be responsible for providing all required security and security personnel on work sites. Security controls must be incorporated into the Safety Management Plans and SWMS.

Site security must comply with AS/NZS 4421: 2011 Guard and patrol security services. Where security guards are required, they must hold applicable security licenses in compliance with the Security Industry Act 1997.

4.12. Alcohol and other drugs

Sydney Metro maintains a zero tolerance approach to illegal drugs and alcohol in the workplace. The Service Provider must develop procedures for the management of alcohol and other drugs while carrying out work for Sydney Metro. The Service Provider must ensure risks associated with alcohol and other drugs are managed in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – How to manage WHS risks – Code of Practice
- Code for Tendering and Performance of Building Work 2016

The Service Provider must ensure all workers engaged by the Service Provider including those employed by Sub-contractors are free of alcohol and illicit drugs when performing work.

- Free of alcohol means: For all Workers : 0.00% BAC.
- Free of Drugs means: For Illicit Drugs: Zero and below the Cut-Off Levels as prescribed in AS/NZS 4308.

The Service Provider's Drug and Alcohol Procedure must include the requirement for Drug and Alcohol testing of workers at the following stages:

- At pre-commencement on the project.
- Post-incident.
- Random.
- For cause.

A drug and alcohol testing regime must be implemented by the Service Provider. The testing regime must be carried out by competent testing officers in accordance with:

- AS 3547:1997 Breath alcohol testing devices for personal use

- AS/NZS 4308:2008 Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine

The Service Provider must report test results to Sydney Metro as part of their monthly safety obligations and Sydney Metro incident reporting requirements.

The Service Provider must report positive or non-negative tests to Sydney Metro in accordance with the Incident reporting requirements set out in the Principal Contractor Health and Safety standard

4.13. Fatigue Management

The Service Provider must have procedures and systems that demonstrate how it will manage fatigue in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- HVNL (NSW) and Regulations
- Safe Work Australia – Guide for Managing the Risk of Fatigue at Work

The Service Provider must identify other safety critical roles for the purposes of managing fatigue and ensure clear requirements are established for the management of hours worked and rest between shifts for those identified safety critical roles.

Safety critical roles must be determined based on the potential exposure to the public and/or multiple worker fatalities caused by impairment due to fatigue of the safety critical worker. Examples may include Heavy Vehicle drivers, heavy plant operators, crane operators, divers, and/or high voltage electrical workers.

4.14. Monitoring, Inspections and Audits

The Service Provider must develop a procedure for conducting regular health and safety inspections across all of its sites to assess compliance with legislation, conformance to this standard and identify safe/unsafe acts, conditions and behaviours.

Health and safety inspections must be prioritised based on the level of risk associated with the work, task, activity, exposure to the public, etc. For instance, the inspections of temporary works in public areas (e.g. scaffolding, hoarding, fencing, safety barriers, etc.) may need to be carried out at a higher frequency than the minimum timeframes specified in Australian Standards.

The Service Provider must develop a register of inspections incorporating scheduled frequencies, standards, and competencies required for undertaking inspections as a minimum.

The Service Provider's procedure for conducting regular health and safety inspections must include the requirement to analyse inspection findings/results and identify any positive or

negative trends. Where negative trends are identified, improvement plans must be developed by the Service Provider to outline how the Service Provider will prevent further negative trends.

The Service Provider must allow Sydney Metro to carry out surveillance inspections at any time. Access must be provided to workplaces, people and supporting documentation to enable the conduct of the surveillance inspection. In carrying out surveillance inspections, Sydney Metro will comply with induction and Risk Management requirements of the Service Provider.

In the event of issues identified on site, a hazard report detailing the issues is to be completed by the surveillance inspector and these will be communicated and given to the Service Provider's site management representative for actioning and recorded appropriately for monitoring of closure.

The Service Provider must:

- i. Allow the Principal's Representative to conduct an audit following the provision of a minimum five days' notice on any or all aspects of the Service Provider's PHSMP.
- ii. Make available all resources including documentation and personnel to support these audits as well as make suitable facilities available at the construction site to accommodate an audit team.
- iii. Make available all relevant information and records, including those of sub-contractors and suppliers for the purposes of an audit.
- iv. Provide all reasonable assistance to the Principal Representative's nominated audit team.
- v. Develop in its PHSMP, procedures for the conduct of its own audit program.
- vi. Perform safety and health audits in accordance with its own procedures and make these available to the Principal's Representative as required.

4.15. Health and Safety Management – move to H&SM introduction

Safety and Wellbeing is one of the six core values at Sydney Metro. It represents a commitment to send everyone – employees, contractors, customers and members of the community – home safely every day. To achieve this, Sydney Metro must foster a culture where health and safety is considered and applied across all levels of the business. The Sydney Metro philosophy is that it is not just 'what' is delivered; it's 'how' it is delivered that's important. Leading by example, Sydney Metro is clear about its health and safety approach and commitment.

Sydney Metro aims to positively impact the health and safety of communities, the workforce, and wider industry across all Sydney Metro projects and during operation.

Sydney Metro aims to improve health and safety outcomes by driving best practice, innovations, improved planning, and make decisions to positively influence the industry sectors that we work and operate in through strong leadership. Performance expectations for

contracted organisations are clarified in the Principal Contractor Health & Safety Standard to drive these improvements. To achieve this, Sydney Metro has the following expectations of the Service Provider:

- I. strong and visible health and safety leadership
- II. equal focus to manage health and safety risks, “health” is managed like “safety”
- III. open and transparent communication and behaviour between parties
- IV. commitment to share information openly
- V. the application of evidence based decision making in the management of health and safety
- VI. pro-actively manage critical and significant risk through the application of higher order controls.

The Sydney Metro West Health and Safety Management Plan for Sydney Metro West is aligned with the Sydney Metro Health and Safety policy and the Sydney Metro Health and Safety Model. These documents, and the Principal Contractor Health and Safety Standard, will be provided in the Information Package.

5. Communications & Community Liaison

5.2. Communications and Community Liaison

5.2.1. General Community Liaison Obligations

The Contractor is responsible for providing information on works activities to the Principal. The Contractor must:

- (a) ensure timeframes and resources to meet the Principal's community notification and consultation requirements are incorporated into project planning and programs;
- (a) ensure its employees and subcontractors comply with the communications procedures outlined below;
- (b) proactively provide the Principal with accurate and detailed information on planned works and the status of works to include in updates and any associated impacts; and
- (c) make available appropriate senior personnel to respond to enquiries/complaints made by the community or other stakeholders, as required.

5.2.2. Community Information

The Contractor must proactively notify the Principal of activities with the potential to impact on any member of the community. The Contractor must provide this advice sufficiently in advance of the activity commencing to enable the Principal to provide the community with a minimum of seven days prior notice of the activity. The Contractor must submit to the Principal, the:

- (a) details of the activity, methodology, equipment to be used and potential impacts;
- (b) proposed mitigation measures and strategy for managing impacts;
- (c) a list or description of the target audience (e.g. impacted area); and
- (d) a detailed map showing the work area and its impacts.

In addition to notifying of any works with the potential to impact the community, the Contractor is responsible for updating the Principal on a weekly basis on the status of current and upcoming works.

5.2.3. Information to the Principal's Representative

The Contractor must provide and explain accurate information to the Principal regarding current and upcoming works, including works of its subcontractors, and all associated impacts as required. This is to allow the Principal to be kept abreast of construction activities and/or community impacts, and to allow timely responses to community and media enquiries and/or complaints.

The Contractor is required to provide a 24 hour, 365 day contact as well as be contactable at all times when undertaking work at the site.

5.2.4. Complaints and Enquiries Management

The Contractor is responsible for providing information to the Principal to enable the Principal to respond to complaints and enquiries received regarding the Work, in accordance with the Sydney Metro Construction Complaints Management System.

Information must be provided to the Principal within two hours of receiving notice that a complaint/enquiry has been registered by the community. Information should include the confirmation of any rectification actions to be undertaken (where appropriate).

Complaints and enquiries may be received through a variety of avenues including the Principal's 24-hour construction response line, telephone, via email; in writing, or direct to the Principal via telephone, in writing or direct to the Contractor or its subcontractors.

The Contractor will need to provide support to resolve community complaints including reviewing site conditions/work practices if required. The Contractor should seek to implement innovative mitigation measures to show good faith in managing potential construction impacts

5.2.5. Community Signage

The Contractor must prepare and install Project signage with the following information clearly visible on all worksite fencing:

- Project Name
- Contractor Name
- Sydney Metro Community Information Line 1800 612 173
- Sydney Metro Community Email: sydneymetrowest@transport.nsw.gov.au

The Contractor must submit plans and details for all signage (other than signage containing safety advice or instruction only) on the external face of any hoarding, fence or structure to the Principal for review. The plans must be approved prior to being used for their intended purpose.

The Contractor is to allow for corflute signage (outdoor plastic weatherproof one) to be fixed to the Contractor's ATF panels and assume that it will be left there for the duration of the job.

The Contractor must prepare and install any way-finding signage to direct road-users (vehicles, cyclist and pedestrians) and customers to businesses along the alignment as appropriate and /or as directed by the Principal. Signage that identifies new access arrangements must be installed seven calendar days before impacts or changes.

If requested by the Principal, Contractor is to procure and use Sydney Metro branded shade cloth on temporary fencing. The Principal will provide the graphics.

5.2.6. Media

The Contractor must:

- (a) immediately make any enquiry/contact by the media known to the Principal;

- (b) not make any statement (verbal or written) or provide any photographs or illustrations or other data to the news media regarding the Works without the prior written approval of the Principal;
- (c) not permit media on the Site without the prior written approval of the Principal;
- (d) provide the Principal with relevant information required to respond to media enquiries within 30 minutes of the request; and
- (e) ensure all its subcontractors are aware of and comply with these requirements.

5.3. Incident Reporting

5.3.1. Health & Safety Incident Reporting

All health and safety incidents must be reported in compliance with the Sydney Metro Health and Safety Incident Reporting and Investigation Standard

The response times for incident reporting by the Contractor are immediate verbal notification to the Principal within 10 minutes of the incident occurring where employees of the Contractor or its subcontractor, or a member of the community is harmed and a report detailing the incident to be issued to the Principal within 24 hours of the incident occurring, using:

- i. the Contractor incident report form, in respect of all other incidents or issues.

A corrective action report to prevent reoccurrence of the incident, prepared by the Contractor, and submitted to the Principal within five business days of the incident occurring.

For clarity, the Contractor is to contact Sydney Metro's Project Manager within 10 minutes of an incident occurring. The Project Manager Representative will be nominated at commencement of the works. The Sydney Metro Project Manager can confirm the classification of the Level of incident with the Contractor. The Sydney Metro Project Manager will then provide notification and relevant information to the wider Sydney Metro West team. The Contractor is to also contact the relevant Sydney Metro H&S representative within the time frame specified, and all incident related information and actions are closed out by 28 days.

5.3.2. Environmental Incident Reporting

All environmental incidents must be reported in compliance with the requirements of the Planning Approval and Sydney Metro's Incident and No-compliance Classification and Reporting Procedure (SM-17-00000096).

The Contractor must immediately notify the EPA and relevant authorities as required under the POEO Act when an environmental incident occurs causing material harm.

In the case of non-immediate notifications to DPIE the Contractor is to notify the Principal's Representative and The Principal shall notify DPIE.

The response times for incident reporting by the Contractor are immediate verbal notification to the Principal within 10 minutes of the incident occurring and a report detailing the incident to be issued to the Principal within 24 hours of the incident occurring, using:

- i. Sydney Metro Southwest Environmental Incident/Non-compliance Report, for environmental incident
- ii. the Contractor incident report form, in respect of all other incidents or issues.

A corrective action report to prevent reoccurrence of the incident, prepared by the Contractor, and submitted to the Principal within five business days of the incident occurring.

5.3.3. Sydney Metro Community Incident Reporting

The Contractor must immediately notify the Principal of any incident associated with the Works that may have an impact on the community, environment, traffic, buses, employees of the Contractor or its subcontractors, or other stakeholders that may attract the attention of the media, the Minister of Transport, a local MP, council or the broader community.

In the event of an incident, the Contractor and/or its subcontractors must not contact or provide information to any person (other than that which is required to directly manage the incident), including any stakeholder, the media or the public, without the prior approval of the Principal's Representative. The Contractor must make available senior personnel to respond to the community, the media and other stakeholders when required by the Principal.

As required, the Contractor must provide the Principal with all necessary information that may need to be disseminated as a result of such incidents.

The response times for incident reporting by the Contractor are immediate verbal notification to the Principal within 10 minutes of the incident occurring, in the case of an incident that has attracted or has the potential to imminently attract the attention of the news media, the Minister for Transport, a local MP, Local Council, or the broader community. Examples of such incidents include without limitation:

- i. any delays to bus or train timetables or significant delays to vehicle/pedestrian/cyclist movements caused by the incident
- ii. incidents where employees of the Contractor or its subcontractor, or a member of the community is harmed
- iii. impact to utilities and services for the community
- iv. access to buses/trains/vehicles/pedestrians is blocked and preventing (or severely restricting) access to commuters/drivers

otherwise, within 2 hours of the incident occurring

For clarity, the Contractor is to contact Sydney Metro's Project Manager within 10 minutes of an incident occurring. The Project Manager Representative will be nominated at commencement of the works. The Sydney Metro Project Manager can confirm the classification of the Level of incident with the Contractor. The Sydney Metro Project Manager will then provide notification and relevant information to the wider Sydney Metro West team.

5.4. Contractors Community Personnel

The Contractor's Project Manager will act as the interface with the embedded Project Communications resource to ensure that program and associated construction information is shared in a timely manner and/or as requested by the Communications personnel and that the program team provides all necessary assistance the embed resource in resolving community and stakeholder issues that may arise.

5.5. Communications Requirements as part of site inductions

The Contractor must ensure its employees and the employees of its subcontractors are adequately inducted and trained on the communications requirements of the Services Brief, with particular focus on incident reporting procedures, community enquiries or complaints, and media enquiries prior to commencing the Works.

The Contractor must periodically carry out further inductions of persons previously inducted to ensure the communications procedures remain clear.

The proposed induction must be submitted to the Principal's Representative for approval prior to use. The Principals Project Communications Resource will be available to present at a Project Start site induction.

5.5.1. Accessing Private Property

The Contractor must not access private property without notifying the Principal and if approved to do so, must adhere to the Principal's procedure for accessing private property and the direction of the Principal.

5.5.2. Contact with the Community

The Contractor and its subcontractors must at all times comply with the following protocols when working onsite or when in contact with the community:

- (a) ensure the site and surrounding area is safe at all times, especially when leaving for the day
- (b) be polite and courteous
- (c) obey local traffic regulations e.g. do not park in or across driveways
- (d) obey Australian Road Rules
- (e) ensure all workers adhere to agreed hours of work (do not start work early or finish late)
- (f) always carry Project 1800 number contact cards, as supplied by the Principal, and refer any enquiry about the project or associated works directly to the Principal via the Project 1800 number

At night, near homes and restaurants, do not use the radio, slam doors, leave vehicles idling or leave flashing amber lights operating (when no work is occurring).

5.6. Meetings

5.6.1. Pre-start Meeting

Prior to the commencement of construction, the Principal's Representative will convene a pre-start site meeting which must be attended by the Contractor and appropriate subcontractors and consultants. During this meeting, the Contractor must outline its proposal for managing the activities including all safety, environmental and interface issues that may arise.

5.6.2. Regular Meetings

The Contractor is required to have a weekly meeting with Sydney Metro to discuss progress, issues and actions. The Contractor is also required to have meetings with Ausgrid to obtain certified construction for the works.

This will be held at the Principal's office, currently 680 George Street, Sydney NSW 2000, on site or via Microsoft Teams video Conferencing where minutes and action items will be addressed.

5.6.3. Attendance at Other Meetings

The Contractor will also be required to attend interface meetings and other relevant meetings and workshops with stakeholders as required by the Principal Representative.

The Contractor will be required to attend meetings with relevant utilities providers to detail construction methodologies, supervision and access requirements as required.

5.6.4. Meeting Minutes

Records for the trenching works components of any meetings, in the form of minutes, are to be maintained by the Contractor, unless otherwise agreed by the Principal's Representative, for both Project and Agency meetings and forwarded to the Principal's Representative. Attendance at these meetings will be determined by Principal.

5.7. Documents to be kept on Site

The Contractor must maintain at the site (or electronically accessible to site personnel, as appropriate) one copy of:

- (a) drawings
- (b) specifications
- (c) the Contract, details of any variations and other relevant contractual information
- (d) job / technical instructions
- (e) SWMS and site specific safety plans
- (f) induction records for all employees, subcontractors, consultants and visitors to the Site

- (g) monitoring and inspection reports

inspection and test plans

- (h) management plans
- (i) environmental control maps
- (j) progress “as-built drawings”
- (k) approved ROLs and the associated site specific TCP/s
- (l) Site specific traffic control plans (TCPs) for incident management and emergency services access. This is in addition to those TCPs kept on-site for approved ROLs landowner approval documentation such as local council road opening approvals

traffic controller accreditation, for each traffic controller onsite

- (m) exempt development checklist
- (n) out of hours working application approval
- (o) Sydney Metro community notifications relating to the work
- (p) Sydney Metro 1800 cards
- (q) current DBYD records
- (r) copies of Principal supplied underground utilities survey drawings.

Each document must be maintained in good condition and be available for inspection by the Principal’s Representative or other authorised persons.

6. Contractor's Team

6.2. Working Relationship

The Principal recognises that to be successful it will need to work closely and co-operatively with the community, state and local government, Contractors, advisors, other Contractors and other key stakeholders. The Principal intends the working relationship with the Contractor to be a relationship where the parties work together in a mutually supportive way to deliver jointly owned outcomes while respecting each other's' distinct but compatible interests.

Other Contractors will be engaged to develop the project. The Contractor, in collaboration with the Principal and other Contractors must deliver the Contractor's Activities using an integrated team management approach in which Sydney Metro members work together and where individuals can provide their particular skills to add value to the Project.

In particular, the Contractor must work co-operatively and cohesively with other Contractors in a manner to provide the best outcome for the project and value for money for Government. There will be interfaces between all Contractors and the Contractor must manage each interface and exchange information to ensure that any interface issues are resolved in an effective and efficient manner.

6.3. Contractor Team Establishment

The Contractor must:

- (a) provide, lead, organise, control and co-ordinate the resources necessary to provide the Contractor's Activities.

document the roles of all the people and parties involved -

- i. ensure that all people and parties in the Contractor's team fully understand and fulfil their role to successfully deliver the services to the requirements of the Services Brief
- ii. ensure that the Key People are available so that the Contractor's Activities are provided in a timely manner according to Services Management Plans and program
- iii. ensure that inputs required for the delivery of the Contractor's Activities by other Contractors are provided in the correct format and in a timely manner
- iv. ensure that Key People have adequate support and that contingencies are in place in the event that Key People need to be replaced permanently or during periods of leave.

6.4. Personnel

The Contractor must ensure that its team includes appropriately qualified, competent, and experienced persons to fulfil each of the tasks and functional requirements and to produce each of the required deliverables within the program.

Key People are defined as senior team members responsible for the delivery of the Contractor's Activities.

6.5. Key People Retention

Retention of Key People will be the responsibility of the Contractor. The Principal expects that the Key People provided by the Contractor will be engaged for the duration of the Contractor's Activities, but where a change of personnel is unavoidable, the replacement person proposed must be of equal or better capability and experience as the person being replaced and at hourly and daily rates no greater than those for the person replaced and approved in writing by the Principal prior to the commencement.

The Contractor must ensure that the personnel engaged to deliver the Contractor's Activities will be prioritised to these Contractor's Activities.

6.6. Health and Safety Personnel

The Contractor must provide sufficient competent safety resources (people, facilities and equipment) required to undertake the Contractor's activities safely.

The Contractor must identify who will be fulfilling the role of Senior Health & Safety Manager responsible for implementing and maintaining the safety requirements of this Services Brief (including monitoring the effectiveness of the Contractor's safety management system in complying with all safety requirements) and reporting to Sydney Metro. The Senior Health & Safety Manager must have over 5 years' experience working in a Health & Safety Management role.

The Contractor must engage the services of a Certified Occupational Hygienist (COH) to provide governance over the performance of all occupational health and hygiene activities, including approval of Management Plans, Health Risk Assessments and Exposure Control Plans.

The Contractor must provide a person who will fulfil the role of Transport Management Representative responsible for design, managing, implementing (includes obtaining approvals) and maintaining the traffic and transport requirements of this Services Brief (including monitoring the effectiveness of the Contractor's traffic and transport management system) and reporting to Sydney Metro.

The Contractor must document and demonstrate their process for assessing and determining the levels of supervision deemed to be adequate for management of the works including the

development of organisation charts. The organisation charts must show as a minimum the hierarchy of supervision levels (e.g. Leading Hand reporting to Supervisor reporting to Superintendent), numbers/ratios, and reporting lines.

The Contractor Health & Safety Manager and other must work collaboratively with the Sydney Metro H&S counterpart so as to achieve a positive working relationship and get the best Health & Safety outcomes possible.

The organisation charts must be maintained throughout the project as a management tool and provided to Sydney Metro at intervals determined by Sydney Metro.

6.7. Environmental Personnel

The Contractor must provide sufficient competent environmental resources (people, facilities and equipment) required to undertake the Contractor's activities in a manner that effectively manages any environmental impacts.

The Contractor must engage the services of an experienced Environmental Manager who has developed Construction Environmental Management Plans that were approved by the Department of Planning, Industry and Environment for SSI projects. The Environment Manager must have over 5 years' experience working in an Environmental Management role. The role is considered full time.

The Contractor must engage the services of a Certified Contaminated Land Consultant who has at least 5 years' experience in the management of contamination on linear infrastructure projects. This resource would be used as needed, considering that the occurrence of contamination or heritage items would drive the demand on their time, and as such the role is considered Part- Time. The Contractor must engage the services of an experienced Archaeological Heritage Consultant who has at least 5 years' experience as an Excavation Director in NSW, this experience must include the management of unexpected finds. This resource would be used as needed, considering that the occurrence of contamination or heritage items would drive the demand on their time, and as such the role is considered Part-Time.

The Contractor must engage the services of an experienced Noise and Vibration Consultant who has at least 10 years' experience in the management of Noise and Vibration impacts in an urban environment in NSW. For the Noise and Vibration Consultant due to the initial workload with the Noise and Vibration Management Plan and Noise and Vibration Impact Assessments this role is considered to be full time for the initial approvals period.

Each Consultant must report to the Environment Manager and provide support in the development and approval of the CEMP and the management of environmental impacts during construction.

6.8. Traffic and Transport Personnel

The Contractor must hire and manage a competent, experienced, traffic control sub-contractor and ensure said sub-contractor adheres to the AS1742.3 and/or the Traffic Control at Worksites Manual Ver 5 and all relevant Project management plans, Emergency Access Protocols, relevant actions and directives. The traffic control sub-contractor should have extensive experience in large, multi-faceted, urban, construction work.

The Contractor must provide a person who will fulfil the role of Transport Management Representative responsible for designing, managing, implementing (includes obtaining approvals) and maintaining the traffic and transport requirements of this Services Brief (including monitoring the effectiveness of the Contractor's traffic and transport management system/s) and reporting to Sydney Metro. The person must:

- Have minimum of 3 years of experience managing large urban projects requiring detailed traffic and transport management
- Have a current TfNSW 'Prepare A Work Zone Traffic Management' Certification
- Have the ability to manage the planning, development, implementation, revisions, and approvals with the relevant authorities (GS, TCO and Inner West Council) and stakeholders (where required) of the Construction Traffic Management Plan/s (CTMP/s), Traffic Control Plans (TCPs), Pedestrian Management Plans, Parking Plans and any other traffic and transport related requirements.
- Have a solid, current, working knowledge of Traffic Control at Worksites Manual Ver 5, Australian Standard 1742.3, signs, line marking, line marking removal, speed zoning, VMS, traffic signals and bus stop management (relocations are likely)
- Liaise closely with the Principal's communication and community relations team regarding traffic planning, community information requirements, stakeholder access needs, event planning, media and ministerial inquiries, and community and stakeholder information and complaints
- Liaise, generate and maintain a productive relationship with GS, TCO, TMC, Inner West Council, NSW Police Force, emergency service agencies and other stakeholders
- Develop and implement relevant Emergency Access Protocols for each stage of construction
- Attend, present and interact at the weekly TCG meetings and monthly TTLG meetings
- Monitor and evaluate the on-going effectiveness of traffic management activities, including road user delays and community concerns/complaints
- If requested/required manage road safety audits, implement resultant corrective actions and maintain detailed records

7. Management of Contractor's Activities and General Processes

7.2. Services Management

The Contractor must provide an outline program for delivery, based on traffic stages and weekly progress updates.

The Contractor must keep continuous records and shall advise and seek direction from the Principal immediately if the baseline budget or upper limiting fee are likely to be exceeded.

The Contractor must employ a management system that is consistent with the NSW Government Quality Management Systems Guidelines. The Contractor must develop and implement a Services Management Plan that sets out the general approach to managing delivery of the Contractor's Activities and is consistent with the principles of AS/NZS ISO 9001 (1994 or 2000) or equivalent.

7.3. Program

The Contractor must provide a program for the key activities required to complete the services.

The form of the program and protocols for maintaining the program are to be agreed with the Principal. Changes to the baseline program must only be made with the approval of the Principal; however, this program must be updated on a monthly basis to monitor the progress of the execution of the Contractor's Activities.

The Contractor must prepare and submit its program for completion of the Works. The program must be submitted in an electronic format. Program should include bar chart clearly indicating lead times, commencement dates, completion dates, staging, holidays and other non-working days, milestones, critical path, interactivity and float in respect of the following activities (if appropriate):

(a) major procurement items;

major construction activities;

information submission and return;

possession / outage working;

likely day and night road and lane closures, weekend works, long weekend works, Christmas Holiday works; and

testing and commissioning activities.

The Contractor must update its program in accordance with the Contract and submit this to the Principal with each progress claim or otherwise as requested from time to time.

In addition, the Contractor must prepare and submit for discussion at the site meetings a subset of the Contractor program (3 week look ahead program) if requested to do so by the Principal's Representative.

7.3.1. Periods within the Program

The Contractor's program must be compiled to show the following periods:

- (a) the start date of the Contractor program must be the date of this Contract;

a period for establishment of the Contractor's temporary site facilities. The program must detail relevant approvals including ROL's, ROPs, traffic signal changes, CTMP, Local Traffic Committee (LTC), other Local Council Permits and subsequent access requirements;

the program must detail relevant supervision requirements by utilities providers for work near utilities;

after the completion of points agreed and detailed in the Trenching Inspection Schedule a milestone titled the "commencement of construction" is to be identified; and

following the milestone "commencement of construction", the Contractor must program the activities so as to achieve completion by the date for completion.

7.3.2. Construction Methodology

When requested by the Principal's Representative, the Contractor must provide construction methodologies by means of the program or via a separate statement is to advise "how" the Contractor proposes to carry out the works.

Specifically, for this Contract, the Contractor must advise how:

- (a) Trenching works at each identified location will be staged to minimise disruption to vehicular and pedestrian traffic.

Services have been verified in the field to ensure safe working in proximity to known and unknown services.

Where required, utilities providers have verified construction methodologies and confirmed access and supervision requirements.

Works will be undertaken in line with the access restrictions detailed in the Contractor obtained CTMP and any subsequent ROLs and Local Council Approvals.

Temporary restoration works will be managed in the instance that permanent restoration works cannot be undertaken within a single shift.

Interfaces will be managed with Other Contractors including Principal's Technical Advisors (geotechnical/contamination and heritage).

7.3.3. Staging of the Works

Where this Contract requires the Works to be completed in stages, the staging of the Works must be clearly shown in the Contractor's program.

Staging of works must be outlined in the CTMP and relevant ROLs, Local Council Approvals are to be obtained.

Staging of works must be in accordance with investigation location priorities as specified by the Principal.

7.4. Progress Reports and Payment Claims

7.4.1. Payment claims

In support of each payment claim, the Contractor must prepare a payment claim in the format required or agreed by the Principal. It must contain comprehensive information supporting that claim, including:

- (a) A narrative for work performed

All details, calculations, supporting documentation and other information required to substantiate the amounts claimed;

Such other documentation or information as the Principal's Representative may require from time to time;

An updated cash flow forecast for all Contractor's Activities, against the payment claim, by month, for the duration of the Contract.

A forecast of any staged completion dates or milestones and the projected final completion date.

7.5. Monthly Progress Report

The Contractor must prepare a monthly report at the end of each month. The Monthly Progress Report should details the following:

- (a) Key Focus

Progress in the month

Activities planned for next month

Safety and safety risk management

Schedule

Environment

Stakeholder and Community Consultation

Approvals

Total number of hours worked in the month

Contract Status / Variations.

The Monthly Progress Report is to be submitted to the Principal's Representative by the 5th day of each month.

7.6. Health and Safety Management

The Contractor must comply with the requirements of the Sydney Metro Health and Safety Management System (PHSMS) that includes policies, standards, procedures and tools and also specific review and reporting requirements, as well as the broader requirements of the Integrated Management Systems (IMS) as they relate to engineering, systems assurance, community and stakeholder management and environmental management. Refer Section 4 for further detail.

7.7. Risk Management

The Contractor must comply with the requirements of the Sydney Metro Risk Management System that includes policies, standards, procedures and tools and also specific review and reporting requirements.

7.8. Probity

The Contractor must act in accordance with Government probity and other requirements and other Government practice requirements and guidelines. This includes, in particular, the requirements of the current NSW Government Code of Practice for Procurement and the related implementation guidelines.

7.9. Conduct and Ethics

The Contractor and its project personnel must also comply with the TfNSW Conduct and Ethics policies including:

- Statement of Business Ethics
- Code of Conduct
- Conflicts of Interest Policy

It is specifically noted that these codes and policies apply to everyone who undertakes work on behalf of Sydney Metro whether permanent or temporary staff, staff assigned or seconded to Sydney Metro, independent Contractors, skill hire and consultants/Contractors.

The Statement of Business Ethics provides guidance and instruction to Sydney Metro's commercial partners on the behaviours expected of them when doing business with us. Compliance is a condition of contract with Sydney Metro.

7.10. Workforce Relations Management Plan

The Contractor must provide a Workplace Relations Management Plan and any other documents and information necessary to meet the requirements of section 6.1 of the NSW Guidelines.

The Workforce Relations Management Plan must comply with the requirements of NSW Contract Compliance Unit (CCU) and the federal Australian Building and Construction Commission (ABCC).

Attachment A – Utility Investigation Works Data Package Five Dock

Attachment A.1 – Utility Survey.Zip

Attachment A.2 – Utility Survey Register.Zip

Additional documents Five Docks.zip



Attachment B – NOT USED

Attachment C – ASP3 Design Packages – Five Dock

Please note that the provided Five Dock Design is yet to be certified by the relevant Authority. The Certified Design will be made available on the date stated in Table1.

SMWSTEDS-SMD-SWD-SW000-HV-DRG-Combined.pdf

Attachment D – NOT USED

Attachment E – Contamination Clearance Reports

5. Contamination Reports. Zip

Attachment F – Approved SMW Driveway Design

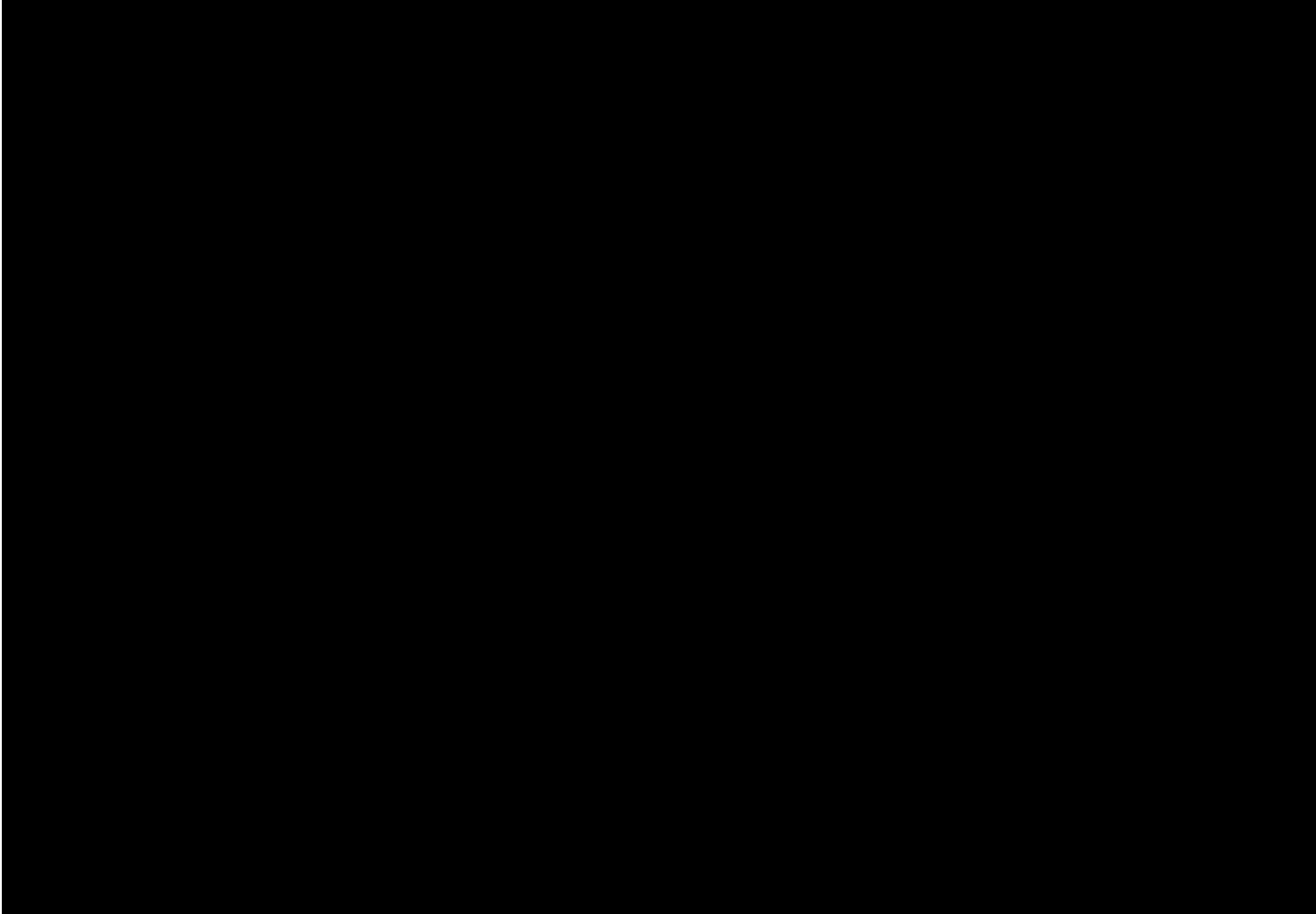
6. SMW Driveway Design.Zip



Attachment G – Geomap

Geomapping FDK RL12-10 - 13.2.23.pdf

Attachment H – SITE ACCESS PLAN – SILVERWATER ANCILLARY FACILITY



Attachment I – Planning, Environment and Sustainability Allocation of Responsibilities

Attachment I.1 – Allocation of the Minister's Conditions of Approval (MCoA)

Attachment I.2 – Allocation of Revised Environmental Mitigation Measures (REMMs)

Attachment I.3 – Allocation of Construction Environmental Management Framework (CEMF)

Schedule 12 - Electronic Files

EXECUTED as a deed.

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

SIGNED for and on behalf of **SYDNEY METRO** ABN 12 354 063 515 by its authorised delegate in the presence of:

Signature of witness

Name of witness

Name of authorised delegate

SIGNED by **QUICKWAY CONSTRUCTIONS PTY LTD** ABN 80 123 146 449 in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Secretary

Name of Director in full

Name of Director/Secretary in full