MEDIUM WORKS CONTRACT – DESIGN AND CONSTRUCTION

CONTRACT NUMBER: SMC-22-0722

DESIGN AND CONSTRUCT OF ERRANT AND HOSTILE VEHICLE MITIGATION TREATMENTS FOR THE SOUTHWEST METRO PROJECT

Between

Sydney Metro

[PRINCIPAL]

ABN 12 354 063 515

and

Martinus Rail Pty Ltd

[CONTRACTOR]

ABN 90 117 147 645

Execution Version

Contents

1. Definitions and Interpretation 2

1.1 Definitions 2
1.2 Interpretation 37
1.3 Ambiguous terms 40
1.4 Order of Precedence 40
1.5 Deed Poll by Contractor 40
1.6 Authorities 41
1.7 Principal Novation 41
1.8 Electronic files 42

2A. Objectives and project values 42

2A.1 Objectives for the Project 42
2A.2 Objectives for the Works 42
2A.3 Project values 43

2. Contractor's obligations 44

2.1 General 44
2.2 Subcontracts 44
2.3 Compliance with Law 48
2.4 Legal Challenge to Approval 52
2.5 Utility Services 53
2.6 Crown Building Work 55
2.7 Unconditional Undertakings and Parent Company Guarantee 56
2.8 Long Service Leave Levy 58
2.9 Co-operation and coordination with Interface Contractors 58
2.10 SMCSW Master Interface Protocols Deed Poll 64
2.11 Cooperation and Integration Deeds 64
2.12 Incident Management Reporting 65
2.13 Principal Contractor 67
2.14 Sydney Metro Principal Contractor Health and Safety Standard 70
2.15 Third Party Agreements 71
2.16 Existing Operations 78
2.17 Contemporaneous Work 80
2.18 Collateral Warranty 81

3. The Construction Site and location of the Works 81

3.1 Access 81
3.2 Temporary Works 83
3.3 Management and Control of the Construction Site 83
3.4 Land in Addition to the Construction Site 84
3.5 Latent Conditions 86
3.6 Information Documents and Materials 88
3.7 Hazardous Material 90
3.8 Things of Value Found 92
3.9 Contamination - Alternative 1 93
3.9 Contamination - Alternative 2 98
3.10 Principal's Right to Access and Inspect 103
3.11 Works to be constructed within the Project Site 103

3.12 Temporary Areas 103
3.13 Condition Surveys 104
3.14 Waste Disposal 104
3.15 Principal not in Control 105
3.16 Not used 105
3.17 Local Area Works 105
3.18 Property Works 106
3.19 [redacted] 107
3.20 [redacted] 108
3.21 [redacted] 110

4. Compliance 111

4.1 Quality of Work 111
4.2 Environmental Management 111
4.3 WHS Management 112
4.4 No Relief from Obligations 112
4.5 AMB Authorisation 113
4.6 AMB Compliance 113
4.7 Asset Management Information 114

5. Design and Design Documentation 115

5.1 Contractor's Design 115
5.2 Contractor's ECI Phase Design 116
5.3 Design Documentation 118
5.3A Review and certification of Design Stage 3 Design Documentation by the Independent Certifier 118
5.4 NAC or Sub NAC Review of Design Documentation 119
5.5 Copies of Design Documentation 122
5.6 Availability of Design Documentation 122
5.7 Ownership of Contract Documentation and Methods of Working 122
5.8 Delivery Up of Contract Documentation 124
5.9 Moral Rights 124

6. Variations 125

6.1 Proposed Variations 125
6.2 Variation Orders 125
6.3 Options 126
6.4 Valuation 127
6.5 Omissions 128
6.6 Daywork 128
6.7 Valuation of Daywork 129
6.8 Contractor's Entitlements 129

6A. [redacted]

7. Construction 134

7.1 Construction 134
7.2 All Work Included 134

7.3 Provisional Sum Work 135
7.4 Co-operation with Other Contractors 136
7.5 Setting Out 136
7.6 Survey 136
7.7 Cleaning Up 137
7.8 Safety 138
7.9 Construction Plant and Materials Removal 139
7.10 Principal Supplied Items 140
7.11 Rail Safety 141
7.12 Track Possessions and power isolations 141
7.13 Indemnity for delays to rail services 143

8. Defects 145

8.1 Defects Liability 145
8.2 Defect Notification 145
8.3 Rectification of Defect 146
8.4 No Claim for Correction of Defect 147
8.5 Acceptance of Work 147
8.6 Extension of Defects Rectification Period 147
8.7 Defect Rectification by Other Contractor 147
8.8 Rights Not Affected 148

9. Administration 148

9.1 Principal's Representative 148
9.2 Replacement of the Principal's Representative 149
9.3 Delegation of Functions 149
9.4 Contractor's Personnel 150
9.5 Site Meetings 151
9.6 Environmental Representative 151
9.7 Industrial Relations 152
9.8 Submission for Review by the Principal's Representative 154
9.9 Work Method 156
9.10 Exchange of Information between Government Agencies 157
9.11 Financial Reporting and Notifications 157
9.11A Financial reporting 157
9.11B Financial Assessment 158
9.11C Financial Reporting Events 159
9.11D Confidentiality 159
9.11E Financial Mitigation Plan 159
9.12 Restructure Event 162
9.13 Change in Control 163
9.14 Employment of Aboriginal and Torres Strait Islander People 164
9.15 Waste Reduction and Purchasing Policy 165
9.16 Training of apprentices and trainees 165
9.17 National Greenhouse and Energy Reporting Act 2007 (Cth) 166
9.18 Management Review Group 167
9.19 Management Review Group functions 167
9.20 Management Review Group meetings 168
9.21 Effect of Management Review Group meetings 169
9.22 Independent Certifier 170
9.23 Effect of Independent Certifier decisions 171
9.24 Early warning procedure and risk reporting 172

10. Time and Progress 173

10.1 Rate of Progress 173
10.2 The Contractor's Programming Obligations 173
10.3 Contractor not Relieved 174
10.4 Compression by Contractor 175
10.5 Importance of Milestone Achievement and Completion on Time 175
10.6 Risk and Notice of Delay 175
10.7 Entitlement to Claim Extension of Time 175
10.8 Claim for Extension of Time 176
10.9 Conditions Precedent to Extension of Time 177
10.10 Extension of Time 178
10.11 Reduction in Extension of Time 178
10.12 Unilateral Extensions 179
10.13 Delay Damages 179
10.14 Suspension 180
10.15 Directions to change sequencing, accelerate, defer activities or make accessible 181

11. Payment 184

11.1 Contractor's Payment Entitlements 184
11.2 Payment Claims 184
11.3 Payment Statements 185
11.4 Payment 186
11.5 Payment on Account 186
11.6 Payment Claim Requirements 187
11.7 Unfixed Plant and Materials 187
11.8 Payment of Employees and Subcontractors 188
11.9 Completion Payment Claim 188
11.10 Release after Completion Payment Claim 189
11.11 Final Payment Claim 189
11.12 Release after Final Payment Claim 190
11.13 Interest 190
11.14 Correction of Payment Statements 190
11.15 Costs Allowed by Contractor 191
11.16 SOP Act 191
11.17 Title 193

12. Performance and Compliance Incentive Regime 193

13. Completion 194

13.1 Progressive Inspection and Testing 194
13.2 Contractor to Notify 195
13.3 Inspection before Completion 196
13.4 Unilateral Issue of Notice of Completion 197
13.5 Hand Over upon Completion 198
13.6 Part of the Works or a Portion 198
13.7 Liquidated Damages for Delay in Reaching Completion 198
13.8 Final Completion 200
13.9 Effect of Notice of Completion or Final Completion 201

13A Milestone Achievement 201

13A.1 Contractor to notify 201
13A.2 Inspection where the Milestone relates to a physical part of the Works 201
13A.3 Review where the Milestone relates to a documentary deliverable or aspect of the Contractor's Activities that is not a physical part of the Works 202
13A.4 Unilateral Issue of Notice of Milestone Achievement 203
13A.5 Occupation and use of physical works after Milestone Achievement 203
13A.6 Liquidated Damages for delay in reaching Milestone Achievement in respect of a Milestone 203
13A.7 Effect of Notice of Milestone Achievement 204
13B Liquidated Damages Cap 205

14. Care of the Works, Risks and Insurance 205

14.1 Care of the Works 205
14.2 Indemnity 206
14.3 Reinstatement 206
14.4 Works Insurance - Alternative 1 207
14.4 Works Insurance - Alternative 2 207
14.5 Public Liability Insurance – Alternative 1 208
14.5 Public Liability Insurance – Alternative 2 209
14.6 Contractor's Other Insurance Obligations 210
14.7 General Insurance Requirements 212
14.8 Period of Insurance 214
14.9 Notice of Potential Claim 214
14.10 Cross Liability 215
14.11 Risk of Deductibles 215

15. Default or Insolvency 215

15.1 Contractor's Default 215
15.2 Contents of Notice 216
15.3 Rights of the Principal Following Notice 217
15.4 Immediate Termination or Take-Out 217
15.5 Principal's Common Rights After Take-Out or Termination 218
15.6 Principal's Entitlements after Take-Out 220
15.7 Principal's Rights after Termination 220
15.8 Contractor's Rights after Repudiation or Wrongful Termination 221
15.9 Termination for Convenience 221
15.10 Payment for Termination for Convenience 222
15.11 Preservation of Rights 223
15.12 Termination by Frustration 223
15.13 Codification of Contractor's Entitlements 223

16. Dispute Resolution 224

16.1 Disputes generally 224
16.2 Independent Dispute Avoidance and Resolution Panel 224
16.3 Consultation and executive negotiation 224
16.4 Recommendation 225
16.5 Expert determination 227
16.6 Notice of dissatisfaction 228
16.7 Determination becomes final and binding 229
16.8 Litigation or arbitration 229

16.9 Arbitration rules 229
16.10 Exclusion from determination or award 230
16.11 Survive Termination 231
16.12 Continuation of Work 231
16.13 Payments 231
16.14 Urgent Relief 231
16.15 Dispute under related contracts 231

17. General 232

17.1 Notices 232
17.2 Governing Law and jurisdiction 234
17.3 No Waiver 234
17.4 Assignment 235
17.5 Entire Agreement 235
17.6 Joint and Several Liability 235
17.7 Severability 235
17.8 Indemnities to Survive 235
17.9 Stamp Duty and Other Fees 236
17.10 Taxes 236
17.11 Confidentiality 236
17.12 Right of Set-Off 237
17.13 Entire Contract 238
17.14 Principal May Act 238
17.15 Process Agent 238
17.16 Indemnity 238
17.17 Variations 239
17.18 Provisions Limiting or Excluding Liability 239
17.19 Limit of Contractor's Liability 239
17.20 Economic or Consequential Loss 239
17.21 Qualification on Limitation of Liability 239
17.22 Proportionate Liability 240
17.23 Not used 241
17.24 Counterparts 241
17.25 Personal Property Securities Act 241
17.26 Vienna Convention 242
17.27 Chain of responsibility legislation 242
17.28 No Merger 244
17.29 Transfer of functions or Rail Transport Agency assets 244
17.30 State Indemnified Parties 245

18. Notification of Claims 245

18.1 Notice of Variation 245
18.2 Notice of Other Claims 246
18.3 Prescribed Notices 246
18.4 Submission of Claims 247
18.5 Continuing Events 247
18.6 Bar 247
18.7 Other Provisions Unaffected 248

19. General Provisions Relating to GST 248

20. TfNSW's Statement of Business Ethics 249

21. Compliance with NSW Procurement Framework, NSW Code and NSW Guidelines 250

21.1 Terminology 250
21.2 Primary Obligation 250
21.3 Access and information 250
21.4 Sanctions 251
21.5 Compliance 251

22. Modern Slavery 252

23. Pandemic Changes in Law and Pandemic Relief Events 255

23.1 Acknowledgements 255
23.2 Pandemic Management Plan and other measures 255
23.3 Early warning 256
23.4 Claims in relation to Pandemic Changes in Law or Pandemic Relief Events 256
23.5 Pandemic Relief Event Allowances 258
23.6 No duty to review or impact on rights 259

24. Prior work 259

24.1 Prior work under the ECI Deed 259
24.2 [redacted] 260

Schedule 1 - Contract Particulars 263

Schedule 1A- Portions and Milestones 282

Schedule 1B- Portion and Milestone amendments for [redacted] 289

Schedule 2 - Payment Breakdown Schedule 297

Schedule 3 - Form of Confidentiality Undertaking 298

Schedule 4 - Action in Complying with Planning Approval 300

Schedule 4A – Requirements of Third Party Agreements 314

Schedule 5 - Subcontractors - Security of Payment 330

Schedule 6 - Consultant Deed of Covenant 332

Schedule 7 - Approvals to be obtained by the Principal 337

Schedule 8 - Form of Unconditional Undertaking 338

Schedule 9 - Not used 340

Schedule 10 - Prices and Rates for valuation of Variations and Overhead Costs 341

Schedule 11 - Form of Warranty 344

Schedule 12 - Form of Statutory Declaration 347

Schedule 13 - Property Owner's Certificate 356
Schedule 14 - Form of Subcontractor Deed 357
Schedule 15 - Options 360
Schedule 16 - Not used 361
Schedule 17 - Deed of Guarantee and Indemnity 362
Schedule 18 - Deed of Novation (Principal, Contractor and Subcontractor) 378
Schedule 19 - Contractor's Certificate of Design Compliance 380
Schedule 20 - Contractor's Certificate of Construction Compliance 381
Schedule 21 - Contractor's Certificate of Completion 383
Schedule 22 - Contractor's Certificate of Final Completion 384
Schedule 23 - Form of Other Contractor Deed Poll 385
Schedule 24 - Form of Interface Agreement Deed Poll in favour of Rail Transport Agency and Sydney Metro 388
Schedule 25 - Not used 390
Schedule 26 - Not used 391
Schedule 27 Principal Supplied Items 392
Schedule 28 – Not used 393
Schedule 29 - Track Possessions 394
Schedule 30 Principal Deed of Novation 401
Schedule 31 – Financial Reporting 409
Schedule 32 Performance and Compliance Incentive Payment Schedule 413
Schedule 33 - Not used 428
Schedule 34 - Not used 429
Schedule 35 Key Plant and Equipment 430
Schedule 36 Site Access Schedule 431
Schedule 37 - Independent Certifier's Form of Design Certification 475
Schedule 38 Independent Certifier's Form of Asset Management Information Certificate 476

Schedule 39 - SMCSW Master Interface Protocols Deed Poll 477

Schedule 40 – Form of Collateral Warranty Deed Poll 519

Schedule 41 Modification to the Expert Determination Rules 522

Schedule 42 – IDAR Panel Agreement 526

Schedule 43 – Forms of Cooperation and Integration Deed 527

Schedule 44 Provisional Sum Work 707

Schedule 45 Bankstown Early Works Design Documentation 708

Schedule 46 [redacted] 725

Schedule 47 [redacted] 730

Schedule 48 [redacted] 731

List of Exhibits

EXHIBIT A	SCOPE OF WORKS AND TECHNICAL CRITERIA
EXHIBIT B	PRINCIPAL'S INSURANCE POLICIES
EXHIBIT C	NOT USED
EXHIBIT D	REPORTS
EXHIBIT E	LIST OF WARRANTIES REQUIRED FROM SUBCONTRACTORS
EXHIBIT F	NOT USED
EXHIBIT G	THIRD PARTY AGREEMENTS
EXHIBIT H	IC LETTER OF INTENT
EXHIBIT I	CONTRACTOR'S INITIAL PROGRAM
EXHIBIT J	ELECTRONIC FILES

Parties

1. **Sydney Metro** (ABN 12 354 063 515), a NSW Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW), of Level 43, 680 George Street, Sydney NSW 2000 (***Principal***).

2. **Martinus Rail Pty Ltd** (ABN 90 117 147 645) of 3b/33-35 Belmont Street, Sutherland, NSW 2232 (***Contractor***).

Recitals

A The Principal is a NSW Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW), and is responsible for developing the Sydney Metro network.

B The Principal is responsible for the construction of the Errant and Hostile Vehicle Mitigation Treatments for the Southwest Metro Project.

C The Principal engaged the Contractor under the ECI Deed to perform the "ECI Activities" (as defined in the ECI Deed).

D The Principal has accepted an offer from the Contractor under the ECI Deed to design and construct the Works.

E The Works include:

- errant vehicle (CIRA) treatments consisting of:
  - Eight (8) station overbridge barriers;
  - Seven (7) non-station road-over-rail overbridge barriers; and
  - 76 Non-bridge barriers;
- hostile vehicle mitigation (HVM) treatments to the eight (8) station precincts;
- road upgrades (kerbside ramps) at Wiley Park;
- fencing, finishing works and other streetscaping elements across various locations.

F The Contractor has agreed to undertake the Contractor's Activities for the Principal in accordance with this Contract.

It is agreed as follows

1. Definitions and Interpretation

1.1 Definitions

In this Contract, unless the context otherwise indicates:

Aboriginal Participation Plan means the plan described in the NSW Government Aboriginal Procurement Policy (January 2021), developed in relation to the Works and which is a Project Plan under this Contract.

Aboriginal Participation Report means the report described in the NSW Government Aboriginal Procurement Policy (January 2021), which demonstrates the Contractor's compliance with the Aboriginal Participation Plan.

Acceleration has the meaning given in clause 10.15(a)(ii).

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

Additional Contamination has the meaning in clause 3.9(g) where the alternative 1 or alternative 2 applies.

Additional Hazardous Material means any asbestos the Contractor discovers on the Construction Site which was not described in, or could not have reasonably been inferred from, the Hazardous Material Report.

Additional Third Party Agreement has the meaning given to that term in clause 2.15(b)(ia).

Additional Track Possession or power isolation has the meaning given in clause 7.12(g).

AMB Authorisation means an authorisation issued by the AMB to a legal entity which verifies that it has the relevant systems and technical capability in place to carry out the class of Asset Lifecycle work specified in the authorisation, subject to any conditions of the authorisation.

AMB Requirements means the frameworks, standards, plans, processes, procedures, instructions, requirements and guidance material (in whatever form) published externally or notified by the AMB in the exercise of its functions, including the Technical Supplier Assurance Framework.

Appointment as the PC Letter means the document of that name referred to in the Sydney Metro Principal Contractor Appointment and Transfer Process.

Apprentice means an employee of the Contractor or its Subcontractors undertaking a recognised Australian Apprenticeship program and related qualification and holding a formal training contract who has been employed by the Contractor or its Subcontractors to undertake the Contractor's Activities on the Construction Site.

ARTC or **Australian Rail Track Corporation** means Australian Rail Track Corporation (ABN 75 081 455 754).

Asset Lifecycle means and includes whole of lifecycle activities and activities that are specific to a phase or several phases during a lifecycle, and includes:

(a) concept, feasibility and total asset planning;

(b) design and design review;

(c) construction, installation, fabrication and manufacture;

(d) systems engineering and systems integration;

(e) inspecting, testing and commissioning;

(f) maintenance;

(g) modification; and

(h) decommissioning, demolition and disposal,

and includes assurance of such activities including safety assurance.

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

Asset Management Branch or AMB means the independent unit of the name Asset Management Branch within Transport for NSW (formerly the Asset Standards Authority), the functions of which include developing engineering governance and frameworks to support industry delivery in assurance of design, safety, integrity, construction and commissioning of transport assets for the whole asset life cycle. Information about the AMB and the network and asset standards can be found on https://www.transport.nsw.gov.au/industry/asset-management-branch

Asset Management Information means the information and documents relating to the operation and maintenance of the assets forming part of the Works as required by Appendix F06 of the SWTC.

[redacted]

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

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 AMB) 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, exemption, certificate, memorandum of understanding, notification or permission from any Authority or under any Law, or any requirement made under any Law, which must be obtained or satisfied (as the case may be) to:

(a) carry out the Contractor's Activities including for the avoidance of doubt all things required for conducting work within the Rail Corridor or affecting rail operations and all things required for dealing with, transporting and disposing of Contamination, Hazardous Material or waste; or

(b) occupy and use for its intended purpose the completed Works or a completed Portion,

(c) and for the avoidance of doubt includes the Planning Approval; and

(d) the EPL (if an EPL is required for the Works).

Bankstown Early Works means the early works described in the design documents prepared by the SSJ Contractor under the SSJ Contract which are listed in Schedule 45, copies of which were provided to the Contractor by the Principal prior to the date of this Contract.

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

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

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

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

Change in Authority Approval means a change:

(a) in an Authority Approval which is in existence as at the date of this Contract; and

(b) which occurs after the date of this Contract.

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

(a) was published or of which public notice had been given (even as a possible change in the Codes and Standards); or

(b) a party experienced and competent in the delivery of works and services similar to the Works or the Contractor's Activities (as applicable) would have reasonably foreseen or anticipated,

in substantially the same form as the change in the Codes and Standards eventuating after the date of this Contract.

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

Change in Law means (if it takes effect after the date of this Contract):

(a) a change in an existing Law (other than a change in an Authority Approval); or

(b) a new Law (other than a new Authority Approval),

compliance with which:

(c) has a direct effect on the Contractor carrying out the Contractor's Activities; and

(d) directly results in an increase or decrease in the Contractor's costs of carrying out the Contractor's Activities, or a delay to the Contractor achieving:

(i) Completion of the Works or a Portion by the relevant Date for Completion; or

(ii) a Milestone by the Date for Milestone Achievement,

in accordance with clause 10.7(a),

but excludes:

(e) a change in an existing Law in respect of Taxes or a new Law in respect of Taxes;

(f) a change in an existing Law or a new Law which, as at the date of this Contract was published or of which public notice had been given (even as a possible change in an existing Law or a possible new Law) in substantially the same form as the change in an existing Law or new Law eventuating after the date of this Contract; and

(g) a Pandemic Change in Law.

CICG Minutes means the minutes of the relevant meeting of the Cooperation and Integration Control Group.

Claim includes any claim for an increase in the Contract Sum, for payment of money (including damages), for an extension of time to a Date for Completion or for any other form of relief:

(a) under, arising out of, or in any way in connection with, this Contract, including any direction of the Principal's Representative;

(b) arising out of, or in any way in connection with, the Contractor's Activities or the Works or either party's conduct prior to the date of this Contract; or

(c) otherwise at Law or in equity including:

(i) under or for breach of statute;

(ii) in tort for negligence or otherwise, including negligent misrepresentation; or

(iii) for restitution, including restitution based on unjust enrichment.

Codes and Standards means:

(a) the codes and standards specified in the SWTC;

(b) the relevant building codes (including the National Construction Code), Standards Australia codes, standards, specifications, guidelines, rules, procedures or other publications current at the date of this Contract (including the Disability (Access to Premises – Buildings) Standards 2010), including any specified or required by this Contract; and

(c) the NSW Government Aboriginal Procurement Policy (January 2021), NSW Code, NSW Guidelines, Environmental Management Systems Guidelines (4th edition) (June 2020), Work Health and Safety Management Systems and Auditing Guidelines (6th edition) (December 2019), Training Management Guidelines (September 2023), Quality Management System Guidelines for Construction (December 2019), GREP and any other NSW Government guidelines and requirements specified or required by this Contract.

Collateral Warranty Deed Poll means the deed poll entitled "Collateral Warranty Deed Poll" to be executed by the Contractor in favour of the Operator in substantially the same form as Schedule 40.

Commonwealth means the Commonwealth of Australia.

Completion means the stage in the execution of the Contractor's Activities when:

(a) the Works are, or a Portion is, complete in accordance with this Contract except for minor Defects:

(i) that do not prevent the Works or the Portion from being reasonably capable of being used for the intended purpose of the Works or the Portion;

(ii) that can be rectified without prejudicing the convenient intended use of the Works or the Portion; and

(iii) in respect of which the Contractor has reasonable grounds for not promptly rectifying;

(b) the Contractor has:

(i) carried out and passed all tests that:

A. are required under this Contract to be carried out and passed before the Works or a Portion reaches Completion; or

B. must necessarily be carried out and passed to verify that the Works or a Portion is in the condition this Contract requires the Works or Portion (as the case may be) to be in at Completion;

(ii) without limiting clause 2.3(c)(iv), obtained all Authority Approvals that it is required under this Contract to obtain before Completion of the Works or a Portion and provided such Authority Approvals to the Principal's Representative;

(iii) given to the Principal's Representative all Asset Management Information for the Works or a Portion in accordance with the requirements of clause 4.7;

(iv) given to the Principal's Representative all other documents and information:

A. required (including in accordance with the SWTC) for the use, operation, maintenance and repair of the Works or a Portion; and

B. that are to be handed over to the Principal's Representative before Completion of the Works or a Portion;

(v) complied with all performance requirements that this Contract requires to be verified before Completion of the Works or a Portion;

(vi) provided the Principal's Representative with the Contractor's Certificate of Completion in the form of Schedule 21 for the Works or a Portion;

(c) the Contractor has achieved Milestone Achievement in respect of each of the Milestones;

(d) the Contractor has in respect of:

(i) each discrete part of the Utility Service Works that forms part of the Works or a Portion:

A. completed all such Utility Service Works in accordance with the requirements of clause 2.5; and

B. provided the Principal's Representative with the documentation required by clause 2.5(c);

(ii) each discrete part of the Local Area Works that forms part of the Works or a Portion:

A. completed all such Local Area Works in accordance with the requirements of clause 3.17; and

B. provided the Principal's Representative with the documentation required by clause 3.17(c);

(iii) each discrete part of the Property Works that forms part of the Works or a Portion:

A. completed all such Property Works in accordance with the requirements of clause 3.18; and

B. provided the Principal's Representative with the documentation required by clause 3.18(c);

(e) the Contractor has provided the Principal's Representative with any certificates required from the Independent Certifier under any Third Party Agreement in respect of completion of any aspect of the Works or a Portion;

(f) the Independent Certifier has issued a certificate in the form of Schedule 37 in respect of the Design Documentation which has been provided to the Independent Certifier by the Principal under clause 5.3A(a);

(g) the Contractor has executed the Collateral Warranty Deed Poll and provided it to the Principal in accordance with clause 2.18; and

(h) the Contractor has done everything else that it is required to do under this Contract before Completion of the Works or a Portion including those things referred to in Schedule 1.

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

Consequential Loss means any loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of production or failure to realise anticipated savings (whether the loss is direct or indirect).

Construction Environmental Management Plan means the Project Plan of that name which is required to be provided and implemented by the Contractor pursuant to the SWTC, as developed, amended or updated from time to time in accordance with the Contract.

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

Construction Site means the Project Site and the Temporary Areas.

Consultation has the meaning given to that term in clause 16.3(e).

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, gas, chemical, liquid or other matter (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.

Contamination Report has the meaning given in clause 3.9(g)(ii) where alternative 1 applies.

Contemporaneous Work means work carried out:

(a) by Other Contractors on or after the date of this Contract:

(b) on or adjacent to the Construction Site; and

(c) upon or by which the proper execution of the Contractor's Activities is dependent or may be appreciably affected by it being unsuitable, unsatisfactory or detrimental in any way.

Contract means the contract between the Principal and the Contractor in respect of the Works constituted by the documents referred to in Schedule 1.

Contract Documentation means all documentation in computer readable or written forms brought into (or required to be brought into) existence as part of, or for the purpose

of, performing the Contractor's Activities (whether before or after the date of this Contract) including:

(a) the SWTC and all Design Documentation;

(b) all Asset Management Information; and

(c) all plans, manuals, programs and other documents.

Contract Management Plan means the Project Plan of that name which is required to be provided and implemented by the Contractor pursuant to the SWTC as developed, amended or updated from time to time in accordance with the Contract.

Contract Sum means the Original Contract Price increased or decreased by the amounts by which this Contract requires the Contract Sum to be increased or decreased.

Contractor means the person named as the Contractor in Schedule 1.

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

(a) the design, construction, commissioning and hand-over of the Works;

(b) the provision of Temporary Works and Construction Plant; and

(c) anything incidental or ancillary to the obligations in paragraphs (a) and (b).

Contractor's ECI Phase Design means all Design Documentation that was prepared by the Contractor or its Subcontractors for the purpose of the Works, the Temporary Works or the Contractor's Activities during its engagement under the ECI Deed.

Contractor's Initial Program means the program contained in Exhibit I.

Contractor's Program means the program prepared and provided by the Contractor in accordance with clause 10.2, as developed and updated in accordance with clause 10.2 from time to time.

Contractor's Representative means the person notified to the Principal's Representative in accordance with clause 9.4(a) as being the Contractor's Representative.

Control has the meaning in the *Corporations Act 2001* (Cth).

Control Gate means a control gate identified in the Sydney Metro Network Assurance Procedure as described in the SWTC.

Cooperation and Integration Control Group means the group referred to as such in the relevant Cooperation and Integration Deed.

Cooperation and Integration Deed means a deed to be entered into between the Principal, the Contractor and an Interface Contractor:

(a) substantially in the form contained in Part A of Schedule 43; or

(b) where another form of deed is prescribed for a particular Interface Contractor in any other part of Schedule 43, substantially in the form contained in the part of Schedule 43 that is applicable to that Interface Contractor.

COVID-19 means the disease known as Coronavirus (COVID-19) which was characterised to be a pandemic by the World Health Organisation on 11 March 2020, or any future forms or strains of the disease known as Coronavirus (COVID-19).

Critical Domestic Materials means the goods, materials, plant and equipment listed in Schedule 1 which are:

(a) required for the performance of the Contractor's Activities; and

(b) procured from a supplier listed in Schedule 1.

Crown Building Work has the meaning given to that term in section 6.1 of the *Environmental Planning and Assessment Act 1979* (NSW).

Date for Completion means in respect of the Works or a Portion the date, or the last day of the period of time, specified in Schedule 1 for the Works or that Portion, as adjusted under this Contract by an extension of time determined by the Principal's Representative or pursuant to any determination by an expert or any litigation or arbitration.

Date for Milestone Achievement means in respect of a Milestone the date, or the last day of the period of time, specified in Schedule 1 for the Milestone, as adjusted under this Contract by an extension of time determined by the Principal's Representative or pursuant to any determination by an expert or any litigation or arbitration.

Date of Completion means:

(a) the date of Completion of the Works or a Portion, set out in a Notice of Completion; or

(b) where another date is determined in any determination by an expert or any court or arbitration pursuant to clause 16 as the date upon which Completion was achieved, that date.

Date of Final Completion means:

(a) the date determined in accordance with clause 13.8(e)(i) as the date Final Completion was achieved; or

(b) where another date is determined in any determination by an expert or any court or arbitration pursuant to clause 16 as the date upon which Final Completion was achieved, that date.

Date of Milestone Achievement means:

(a) the date on which the Milestone Achievement was achieved for the Milestone, set out in a Notice of Milestone Achievement; or

(b) where another date is determined in any determination by an expert or any court or arbitration pursuant to clause 16 as the date upon which Milestone Achievement was achieved, that date.

date of this Contract means the date on which the Contract was formed by the execution of this deed or other formal instrument.

Defect means any:

(a) defect, deficiency, fault, error or omission in the Works or Temporary Works, including subsidence, shrinkage and movement outside the required tolerances; or

(b) other aspect of the Works, Temporary Works or Contractor's Activities that is not in accordance with the requirements of this Contract, including non-compliances, non-conformances and non-conformities.

Defects Rectification Period means the period stated in Schedule 1, as extended by clause 8.6.

Deferred Activities has the meaning given in clause 10.15(a)(iii).

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

Design Stage means any of Design Stage 1, Design Stage 2 or Design Stage 3.

Design Stage 1 has the meaning given in the SWTC.

Design Stage 2 has the meaning given in the SWTC.

Design Stage 3 has the meaning given in the SWTC.

Difference in Conditions has the meaning given to that term in clause 2.15(b)(iv).

Dispute means any dispute, controversy or claim directly or indirectly based upon, arising out of, relating to or in connection with this Contract or the Works, the Temporary Works or the Contractor's Activities, including any question regarding validity, existence or termination of this Contract.

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

Draft Third Party Agreement has the meaning given to that term in clause 2.15(b)(i)A.

ECI Activities has the meaning given in the ECI Deed.

ECI Deed means the deed entitled "Sydney Metro City & Southwest Metro – Errant and Hostile Vehicle Mitigation Treatments for the Southwest Metro Project Early Contractor Involvement Deed" between the Principal and the Contractor dated 22 December 2023.

ECI Phase means the period which commenced on the date of the ECI Deed and ended on the date of this Contract.

Electronic Portal means the electronic portal or document management system (if any) referred to in a notice by the Principal's Representative under clause 17.1(a).

Environment means components of the earth, including:

(a) land, air and water;

(b) any layer of the atmosphere;

(c) any organic or inorganic matter and any living organism;

(d) human-made or modified structures and areas; and

(e) interacting natural ecosystems that include components referred to in paragraphs (a) to (c).

Environmental Representative means the person identified in Schedule 1 as the environmental manager appointed by the Principal, or any replacement notified to the Contractor by the Principal's Representative.

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

Excepted Risk means any one of:

(a) war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, act of terrorism, insurrection or military or usurped powers, martial law or confiscation by order of any government or public authority;

(b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Contractor or its Subcontractors or either's employees or agents; or

(c) any other event so described in Schedule 1.

Excluded Claim means any claim:

(a) with respect to a Change in Law under clause 2.3(d);

(b) for a Variation directed in accordance with clause 6.2 or a direction by the Principal's Representative to which clause 18.1 applies;

(c) for an extension of time to any Date for Completion under clause 10.7(a); or

(d) for payment under clause 11, including claims under clauses 11.9 and 11.11.

[redacted]

Existing Operations means:

(a) all infrastructure (including existing infrastructure, infrastructure that is under construction and Utility Services) which is owned, operated or under the control of an Existing Operator; and

(b) the businesses and operations undertaken by an Existing Operator,

on or in the vicinity of the Construction Site.

Existing Operator means:

(a) the Operator;

(b) ARTC;

(c) Transport Asset Holding Entity;

(d) Sydney Trains;

(e) NSW Trains;

(f) TfNSW Greater Sydney Division;

(g) Ausgrid;

(h) Sydney Water;

(i) Telstra;

(j) Jemena;

(k) Qenos; or

(l) any other person who owns, operates or controls any infrastructure (including existing infrastructure, infrastructure that is under construction and the Utility

Services) or undertakes any business or operation on or in the vicinity of the Construction Site,

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

Expert means the person appointed to determine a Dispute pursuant to clause 16.5.

Extended Track Possession means a Track Possession identified in Table 2 of Schedule 29.

Extra Land means the land referred to in clause 3.4(a)(i).

Final Completion means the stage in the execution of the Contractor's Activities when:

(a) all Defects Rectification Periods (including any extension under clause 8.6) have expired and the Contractor has rectified all Defects in accordance with the Contract;

(b) the Contractor has:

(i) carried out and passed all tests which:

A. are required under this Contract to be carried out and passed before the Works reach Final Completion; or

B. must necessarily be carried out and passed to verify that the Works are in the condition this Contract requires them to be in at Final Completion;

(ii) obtained all Authority Approvals that it is required under this Contract to obtain which:

A. were not obtained before Completion of the Works or the last Portion to reach Completion; or

B. are to be obtained prior to Final Completion,

and provided such Authority Approvals to the Principal's Representative;

(iii) given to the Principal's Representative all other documents or information referred to in this Contract:

A. which are required for the use, operation, maintenance and repair of the Works but which were not obtained before Completion of the Works or the last Portion to reach Completion; or

B. which are required to be handed over to the Principal's Representative before Final Completion; and

(iv) complied with all performance requirements under this Contract that must be verified before Final Completion; and

(c) the Contractor has done everything else which it is required to do under this Contract before Final Completion.

Financial Assessment has the meaning given to that term in clause 9.11B(a).

Financial Capacity Event means any fact, matter or thing which, in the opinion of the Principal (acting reasonably), has or may have a material adverse effect upon the financial standing of the Contractor (or any entity that comprises the Contractor) or any Contractor Guarantor.

Financial Mitigation Plan means a plan which satisfies the requirements of clause 9.11E(d) for the mitigation of a Financial Capacity Event.

Financial Reporting Event means any of the following events, as applicable to the Contractor (or any entity that comprises the Contractor) or any Guarantor:

(a) a downgrade in credit rating;

(b) a significant loss suffered or incurred on a project or under a contract;

(c) a significant fine or financial penalty;

(d) a profit warning to a stock exchange or the making of any public announcement regarding a material deterioration in financial position or prospects;

(e) a public investigation into improper financial accounting and reporting or suspected fraud;

(f) a material refinancing;

(g) a failure to pay a Subcontractor (other than for reason of a bona fide dispute);

(h) any financial indebtedness becoming due as a result of an event of default;

(i) its external auditor expressing a qualified or adverse opinion, a disclaimer of opinion or that a material uncertainty exists in relation to a going concern;

(j) a net share price decrease of more than 25% in the 6 months since the last Financial Assessment; or

(k) a material breach of a covenant to a lender or lenders.

provided that, in the case of a Listed Entity, the relevant event has been Publicly Notified or is Reportable Information.

Financial Year means a financial year commencing on 1 July, except that:

(a) the first Financial Year will commence on the date of this Contract; and

(b) the last Financial Year will end on:

(i) the day of Final Completion; or

(ii) when the Contract has been terminated.

First Statement of Outstanding Claims has the meaning in clause 11.9.

Force Majeure Event means earthquake, flood, bushfire, act of terrorism, act of a public enemy, war (declared or undeclared) or revolution.

General Conditions means clauses 1 to 23 of this Contract.

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

(a) greenhouse gas emissions, energy production or energy consumption; and

(b) reduction of greenhouse gas emissions, removal of greenhouse gases or offsets of greenhouse gas emissions from any greenhouse gas project,

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

GREP means the NSW Government Resource Efficiency Policy (2019).

Guarantor means the person who is required to execute the Parent Company Guarantee under clause 2.7(h).

Hand Back occurs in respect of a Track Possession when the Contractor has:

(a) vacated the relevant part(s) of the rail corridor; and

(b) either:

(i) in the case of a Track Possession from Sydney Trains, provided to Sydney Trains the relevant documentation required by the Network Rules and procedures and Sydney Trains' possession management processes; or

(ii) in the case of a Track Possession from ARTC, provided to ARTC the relevant documentation required by ARTC.

Hazardous Material means any natural or artificial substance whether solid, liquid or gas (alone or in combination with any other substance) which is toxic, flammable or otherwise capable of causing harm to humans or damage to the Environment including asbestos, toluene, polychlorinated biphenyls, lead based paints, glues, solvents, cleaning agents, paints and water treatment chemicals.

Hazardous Material Report means the report stated in Schedule 1.

IC Letter of Intent means a deed between the Principal, the Contractor and the Independent Certifier in the form attached to the Principal's Representative's notice pursuant to clause 9.22(c)(i).

IDAR Panel means the Independent Dispute Avoidance and Resolution Panel constituted under the IDAR Panel Agreement, referred to in clause 16.

IDAR Panel Agreement means the agreement which appears in Schedule 42.

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

Impact Date has the meaning in clause 23.5(a)(i).

Incident means:

(a) any work health and safety or environmental or security incident arising from the performance of (or failure to perform) the Contractor's Activities including:

(i) a fatality or injury to any person including any incident which must be reported to SafeWork NSW, ONRSR, or other work health and safety regulator;

(ii) loss of containment, escape of or migration of Contamination off-Site and into the Environment or an adverse environmental impact has occurred or is likely to occur;

(iii) any fire or dangerous event on the Construction Site or Extra Land;

(iv) a security breach;

(v) any unauthorised removal of trees;

(vi) any incident involving the community;

(vii) any accidents involving damage to persons or property occurring upon or in the vicinity of the Construction Site or any Extra Land or in the supply chain where the Chain of Responsibility Provisions apply;

(viii) a non-compliance with an Authority Approval;

(ix) any public complaint; or

(x) any incident defined in the SWTC (including the Sydney Metro Principal Contractor Health and Safety Standard); or

(b) any unplanned and/or undesired event which results in or has the potential to result in injury, ill-health, damage to or loss of property, interruption to operations or environmental impairment,

and includes:

(c) a near miss, breach of procedure, quality failure and/or injuries to contractors and members of the public; and

(d) a "notifiable incident" under the WHS Legislation and a "notifiable occurrence" under the Rail Safety National Law.

[redacted]

Independent Certifier means the person or persons specified in Schedule 1 appointed:

(a) (if applicable) by the Principal and the Contractor to perform the role ascribed to the Independent Certifier under the IC Letter of Intent; and

(b) by the Principal, the Contractor and the Operator to perform the role ascribed to the Independent Certifier under the Independent Certifier Deed,

or any subsequent replacement that is appointed by the relevant parties.

Independent Certifier Deed means the deed titled "Sydney Metro City & Southwest Independent Certification of the SWM4 Works Independent Certifier Deed" to be entered into between the Principal, the Contractor, the Independent Certifier and the Operator substantially in the form set out in Attachment 1 to the form of IC Letter of Intent set out in Exhibit H (as may be amended in accordance with clause 9.22(a).

Information Documents and Materials means:

(a) the Reports;

(b) all documents, core and other samples, exhibits and materials in any format or medium including any electronic form provided to the Contractor prior to or during the ECI Phase; and

(c) all other documents, core and other samples, exhibits and materials in any format or medium including any electronic form provided to the Contractor unless expressly identified as forming part of this Contract,

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

Insolvency Event means when:

(a) one party informs the other party in writing, or its creditors generally, that the party is insolvent or is unable to proceed with its obligations under this Contract for financial reasons;

(b) in relation to an individual, the individual (being a party) commits an act of bankruptcy, a bankruptcy petition is presented against the individual or the individual is made bankrupt;

(c) execution is levied against a party by a creditor, debenture holders or trustees or under a floating charge; or

(d) in relation to a corporation any one of the following:

(i) notice is given of a meeting of creditors with a view to the corporation entering into a deed of company arrangement or scheme of arrangement (other than a solvent scheme of arrangement);

(ii) the corporation enters a deed of company arrangement or composition with creditors;

(iii) an application is made for, a resolution is passed by the directors for the appointment of, or an order is made for, a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator to be appointed to the corporation;

(iv) a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator is appointed to the corporation;

(v) an application is made to a court for the sequestration or winding up of the corporation and not stayed, dismissed or discontinued within 21 days;

(vi) a sequestration order or winding up order is made in respect of the corporation;

(vii) the corporation resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding-up), or a meeting of creditors of a party under administration or a deed of company arrangement resolves that the corporation be wound up;

(viii) a mortgagee of any property of the corporation takes possession of that property;

(ix) the corporation ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business, or disposes or threatens to dispose of all or a substantial part of its assets; or

(x) a Restructure Event occurs without the prior written consent of the Principal.

Inspection includes auditing, surveillance, monitoring, testing, review, examination and measuring.

Institution means any:

(a) authorised deposit taking institution holding an authority to carry on banking business in Australia under the terms of the *Banking Act 1959* (Cth); or

(b) insurance company which is regulated by the Australian Prudential Regulatory Authority and has the Required Rating.

Intellectual Property means all rights in copyright, inventions (including patents and innovation patents), registered and unregistered trademarks or name, registered and registrable designs, confidential information, trade secrets, technical data and know how, circuit layout rights, and all other protected rights of intellectual property defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

Interface Agreement means each of:

(a) the Third Party Agreement titled "Global Safety Interface Agreement" (Document No: SM-21-00117768) between the Principal and TfNSW; and

(b) the Third Party Agreement titled "Sydney Metro City & Southwest Sydney Metro West Sydney Metro Western Sydney Airport Global Safety Interface Agreement" (Document No: SM-21-11823) between the Principal and Sydney Trains as amended by Amendment to the Sydney Metro City & Southwest Global Safety Interface Agreement dated 21 December 2021,

copies of which are set out in Exhibit G.

Interface Contractor means an Other Contractor listed in Schedule 1 or otherwise identified by the Principal's Representative, as an Interface Contractor that is carrying out, or that will carry out, Interface Work.

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

Jemena means Jemena Limited ABN 95 052 167 405.

Key Plant and Equipment means the key plant and equipment (including all associated equipment, spare parts and accessories) set out in Schedule 35.

Latent Conditions has the meaning given in clause 3.5(a).

Law means:

(a) Commonwealth, New South Wales or local government legislation, including ordinances, instruments, codes of practice, policy and statutory guidance (but excluding the National Construction Code, any other building codes or Standards Australia codes), requirements, regulations, by-laws and other subordinate legislation;

(b) principles of law or equity established by decisions of courts; and

(c) Authority Approvals (including any condition or requirement under them).

Listed Entity means a company or other body which is included in the official list of ASX Limited ACN 008 624 691.

Local Area Works means the modification, reinstatement and improvement of Local Areas which the Contractor must design and construct and hand over to the Principal or a relevant Authority in accordance with this Contract and including, to the extent relevant to such works, Variations directed in accordance with the Contract.

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

(a) are adjacent to;

(b) connect to;

(c) intersect;

(d) cross; or

(e) are in any way affected by,

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

Making Accessible has the meaning given in clause 10.15(a)(iv).

Management Review Group means the group comprising the persons specified in clause 9.18 who must perform the functions specified in clause 9.19.

Milestone means a milestone described in Schedule 1.

Milestone Achievement means, in respect of a Milestone, the stage in the execution of the Contractor's Activities when the Works, Temporary Works or other parts of the Contractor's Activities comprising the Milestone have been completed and comply with the requirements of this Contract.

Mitigation Measure means a measure, action, standard or precaution to mitigate the impact of the Works.

Modern Slavery has the same meaning as in the Modern Slavery Laws and includes slavery, servitude, forced labour, human trafficking, debt bondage, organ trafficking, forced marriage and the exploitation of children.

Modern Slavery Laws means, as applicable, the *Modern Slavery Act 2018* (NSW) and the *Modern Slavery Act 2018* (Cth).

Modern Slavery Offence has the same meaning as in the *Modern Slavery Act 2018* (NSW), and includes an offence listed from time to time in Schedule 2 to the *Modern Slavery Act 2018* (NSW).

Modern Slavery Practice includes any one or more of the following:

(a) using any form of forced or child labour or deceptive recruitment practices;

(b) requiring personnel to work excessive hours in the performance of, or in connection with, this Contract;

(c) save for short periods where legally required to do so for the purposes of administering employment, retaining the passports and/or identity documents of personnel or any potential personnel;

(d) denying personnel the right to terminate their employment or join or form, or discouraging personnel from joining or forming, a trade union if they so desire;

(e) save where required by Law, paying wages to any individual other than personnel; and

(f) if any personnel are migrant workers, providing migrant workers with any lesser entitlements than given to local employees.

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

Network Assurance Committee has the meaning given in clause 5.4(b).

Network Assurance Submission has the meaning given in clause 5.4(d).

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

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

Notice of Completion means a notice issued under clause 13.3(d)(i) by the Independent Certifier stating that Completion of the Works or a Portion has been achieved.

Notice of Milestone Achievement means a notice issued under clause 13A.2(d)(i) or clause 13A.3(a)(i) by the Independent Certifier stating that Milestone Achievement of a Milestone has been achieved.

NSW Code has the meaning given in clause 21.2.

NSW Guidelines has the meaning given in clause 21.1..

NSW Procurement Board means the board established under section 164 of the *Public Works and Procurement Act 1912* (NSW).

NSW Procurement Framework has the meaning given in clause 21.2.

NSW Trains means NSW Trains (ABN 50 325 560 455) a NSW Government agency constituted by the *Transport Administration Act 1988* (NSW).

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

Opal Card means the contactless smart card ticketing system used or to be used for public transport services in the greater Sydney area, and includes any successor in name or technology.

Operator means:

(a) the TSOM Contractor; or

(b) any other entity that is engaged by the Principal to operate and, if required by the Principal, maintain all or part of the Project.

Option means an option referred to in Schedule 15.

Original Contract Price means the amount set out in Schedule 1, which is, and all components of which are, exclusive of GST.

Other Contractor means any contractor, consultant, artist, tradesperson or other person engaged by the Principal or others to do work, other than the Contractor and its Subcontractors.

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

Overhead Costs means the costs referrable to the items described in Part B of Schedule 10.

Pandemic means:

(a) COVID-19; and

(b) any other infectious disease that is declared as a pandemic by the World Health Organisation after the date of this Contract.

Pandemic Change in Law means (if it takes effect after the date of this Contract):

(a) a change in (including any extension, repeal, revocation or expiry of) an existing Pandemic Law (other than a Change in an Authority Approval or a decision of a court); or

(b) a new Pandemic Law (other than a new Authority Approval or decision of a court),

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

(c) in respect of Taxes;

(d) which was caused or contributed to by an act or omission of the Contractor or its Subcontractors; or

(e) which, as at the date of this Contract was published or of which public notice had been given (even as a possible amendment, repeal or change of an existing Pandemic Law or a possible new Pandemic Law or judgment) in substantially the same form as the change in an existing Pandemic Law or new Pandemic Law eventuating after the date of this Contract,

but in each case which delays the Contractor in achieving Milestone Achievement of a Milestone or Completion of the Works or a Portion by at least one full day and subject to the Contractor demonstrating to the Principal that it has complied and is complying with the Pandemic Management Plan.

Pandemic Costs has the meaning given in clause 23.5(c).

Pandemic Direction means a direction, order, requirement, declaration or exercise of a power by a relevant Authority in New South Wales or in any other Australian jurisdiction

in response to COVID-19 or another Pandemic which the Contractor is required to implement in order to comply with its obligations at Law, including:

(a) a public health order or direction issued by a relevant Authority under the *Public Health Act 2010* (NSW) or the equivalent public health legislation in another Australian jurisdiction;

(b) the exercise of powers or issuing of directions or requirements by a relevant Authority under the *Biosecurity Act 2015* (Cth);

(c) the exercise of powers or issuing of directions pursuant to a declaration of an emergency as a 'state of disaster' or a declaration of a 'state of emergency'; or

(d) the exercise of powers or issuing of directions analogous or with a similar effect to those contemplated in paragraphs (a)-(c).

Pandemic Law means any Law or direction by an Authority in Australia under a Law (including any Pandemic Direction):

(a) arising out of or directly related to COVID-19; or

(b) which is otherwise connected with or applicable to any Pandemic.

Pandemic Management Plan means the Project Plan referred to as the Pandemic Management Plan in the SWTC, as developed, amended or updated from time to time in accordance with the Contract.

Pandemic Relief Event means any of the following occurring after the date of this Contract:

(a) a Pandemic Subcontractor's Plant Closure;

(b) a full day delay in the supply of any Key Plant and Equipment as a result of:

(i) Australian quarantine restrictions; or

(ii) a closure of the Australian international border or any other international border,

where such quarantine restrictions or border closures are introduced after the date of this Contract as a result of a Pandemic and have a material adverse impact on the Contractor's Activities; or

(c) a Pandemic Site Closure,

but in each case:

(d) which delays the Contractor in achieving Milestone Achievement of a Milestone or Completion of the Works or a Portion by at least one full day per event and subject to the Contractor demonstrating to the Principal that it has complied and is complying with the Pandemic Management Plan; and

(e) excluding a Pandemic Relief Event that arises from a Pandemic Change in Law (which shall be treated as a Pandemic Change in Law).

Pandemic Relief Event Site Allowance has the meaning given in clause 23.5(a)(ii).

Pandemic Site Closure means a full day closure of the Construction Site which:

(a) occurs after the date of this Contract;

(b) occurs as a result of an outbreak of COVID 19 or another Pandemic;

(c) has been closed in compliance with the Contractor's Pandemic Management Plan; and

(d) has a material impact on the Contractor's Activities.

Pandemic Subcontractor's Plant Closure means the full day closure of a Subcontractor's plant or factory:

(a) located within Australia where that plant or factory supplies Critical Domestic Materials to the Contractor; or

(b) located outside of Australia where that plant or factory supplies Key Plant and Equipment to the Contractor,

as a result of a Pandemic which:

(c) occurs after the date which is the later of the date of execution of the relevant Subcontract and the date of this Contract;

(d) has been closed in compliance with a "pandemic management plan" prepared by the relevant Subcontractor; and

(e) has a material impact on the Contractor's Activities.

Parent Company Guarantee means the Deed which appears in Schedule 17.

Payment Breakdown Schedule means Schedule 2.

Payment Claim Date means the later of:

(a) the date when the Contractor has complied with the requirements in clause 11.6; and

(b) the following dates:

(i) prior to the time for submission of the Final Payment Claim, upon the last day of each month;

(ii) for the Completion Payment Claim, within the time required by clause 11.9; and

(iii) for the Final Payment Claim, within the time required by clause 11.11.

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

Performance and Compliance Incentive Regime means the regime for measuring and incentivising the Contractor's performance and compliance set out in Schedule 32.

Performance Incentive Payment has the meaning given in the Performance and Compliance Incentive Regime.

Planning Approval means:

(a) the Project Planning Approval (Sydenham to Bankstown) and any other Authority Approvals issued from time to time by either the Principal or the Minister for Planning and Infrastructure (acting in their capacity as determining authority) under the *Environmental Planning and Assessment Act 1979* (NSW) in respect of the Works; and

(b) any Mitigation Measures and statement of commitments that are required to be complied with or fulfilled in the documents referred to in paragraph (a),

and includes all conditions to such Authority Approval and Mitigation Measures and all documents that are incorporated by reference.

POEO Act means the *Protection of the Environment Operations Act 1997* (NSW).

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

Portion means a part of the Contractor's Activities or Works, as described in Schedule 1 or as directed under clause 13.6(a).

[redacted]

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

PPS Law means:

(a) the PPS Act and any regulations made at any time under the PPS Act, as amended from time to time; and

(b) any relevant amendment made at any time to any other legislation as a consequence of paragraph (a).

Principal means Sydney Metro.

Principal Supplied Items means the items listed in Schedule 27.

Principal's Representative means:

(a) the person nominated in Schedule 1; or

(b) any other person appointed from time to time by the Principal under clause 9.2,

and includes any appointee under clause 9.3.

Prohibited Subcontractor means:

(a) any Subcontractor:

(i) who has made an admission to the Independent Commission Against Corruption that it has engaged in; or

(ii) in respect of whom the Independent Commission Against Corruption has made a finding that it has engaged in,

corrupt conduct as defined in the *Independent Commission Against Corruption Act 1988* (NSW); or

(b) any Subcontractor employing an employee in respect of whom paragraph (a)(i) or (a)(ii) apply.

Project Planning Approval (Sydenham to Bankstown) means:

(a) the approval granted by the Minister for Planning under section 5.19 of the *Environmental Planning and Assessment Act 1979* (NSW) dated 12 December 2018, a copy of which is located on the NSW Department of Planning and Environment Planning Portal website https://www.planningportal.nsw.gov.au/major-projects/projects/sydney-metro-sydenham-bankstown; and

(b) includes all:

(i) conditions to such approval; and

(ii) documents incorporated by reference,

as modified from time to time.

Property Works means all works required to existing buildings and infrastructure or to and within properties outside the boundaries of the Construction Site that are required as a consequence of the Contractor's Activities and including, to the extent relevant to such works, Variations directed in accordance with this Contract but excluding any Local Area Works and Utility Service Works.

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

Project Plan means each of the project plans required to be provided and implemented by the Contractor pursuant to the SWTC and as developed, amended or updated from time to time in accordance with this Contract.

Project Site means the land described as the "Project Site" in section 3 of the Site Access Schedule.

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

(a) safety & wellbeing;

(b) collaboration;

(c) integrity;

(d) innovation;

(e) excellence; and

(f) achievement.

Project Work Health and Safety Management Plan means the Project Plan of that name which is required to be provided and implemented by the Contractor and which must:

(a) set out in adequate detail the procedures the Contractor will implement to manage the Works and the performance of the Contractor's Activities from a work health and safety perspective; and

(b) describe how the Contractor proposes to ensure the Works and Contractor's Activities are performed consistently with Law in relation to work health and safety,

as developed, amended or updated from time to time in accordance with this Contract.

Provisional Sum means, in respect of an item of Provisional Sum Work, the applicable amount stated in Schedule 44.

Provisional Sum Work means the work detailed in Schedule 44.

Publicly Notified means information which is publicly available or accessible due to the notification or lodgement of such information by the Contractor (or any entity that comprises the Contractor) or any Guarantor to an Authority or to the public by the following means:

(a) pursuant to the listing rules of a recognised stock exchange;

(b) pursuant to any applicable Laws, including Laws relating to corporations, security of payment or industrial relations; or

(c) via the public website of a Listed Entity.

Qenos means Qenos Pty Ltd ABN 62 054 196 771.

Quarter means each 3 month period ending 31 March, 30 June, 30 September or 31 December.

Rail Corridor means the area containing the Rail Tracks, rail junctions, level crossings, station buildings, platforms, signal boxes, tunnels, bridges and other associated structures. This area is often defined by railway boundary fencing and in the absence of such fencing, is defined by a physical boundary (i.e. tunnel, building or retaining walls) or everywhere within 15 metres of the outermost rails.

Rail Infrastructure Manager has the meaning given to that term in the Rail Safety National Law.

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

Rail Transport Agency means Sydney Metro, Transport for NSW (and each of its divisions), TAHE, Sydney Trains and NSW Trains.

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

Recommendation has the meaning given to that term in clause 16.4(a).

[redacted]

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

Related Party means, in relation to a person:

(a) any director, officer, employee, representative or agent of that person; and

(b) any Related Body Corporate of that person.

Relevant Matters has the meaning given to that term in clause 9.17(a).

[redacted]

Remediation Action Plan has the meaning given to that term in clause 3.9(c)(ii)C.

Remediation Steps has the meaning given to that term in clause 3.9(c)(ii)A.1).

Replacement Third Party Agreement has the meaning given to that term in clause 2.15(b)(i)B.

Report means each report referred to in Schedule 1.

Reportable Information means information or documents which are not Publicly Notified but the provision of which by the Contractor to the Principal pursuant to this Contract does not trigger any reportable event pursuant to any applicable Laws or the listing rules of any recognised stock exchange.

Required Rating means a credit rating of at least A- by Standard & Poor's (Australia) Pty. Ltd. or A3 by Moody's Investors Service, Inc.

Resequencing has the meaning given in clause 10.15(a)(i).

Resolution Institute means the Resolution Institute, Australia.

Restructure Event means where there is one or more asset transfers or corporate restructures that:

(a) result in any Guarantor or the Contractor (or any entity that comprises the Contractor) having a materially diminished financial capacity; or

(b) adversely affect the ability of any Guarantor or the Contractor (or any entity that comprises the Contractor) to meet its obligations under the relevant Parent Company Guarantee or this Contract (as relevant).

Revised Allocation has the meaning given to that term in clause 2.15(b)(iii)D.

Risk Register means a register of risks which the parties have notified in accordance with clause 9.24.

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

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

Scope of Works and Technical Criteria or **SWTC** means the documents contained in Exhibit A.

Second Statement of Outstanding Claims has the meaning in clause 11.11.

Security Interest has the meaning given to that term in clause 17.25(a).

Site Access Expiry Date means in respect of an area of the Construction Site identified in the Site Access Schedule, the date specified as the "Site Access Expiry Date" for that area.

Site Access Schedule means Schedule 36.

SMCSW Master Interface Protocols Deed Poll means a deed poll substantially in the form of Schedule 39.

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

State Indemnified Party means:

(a) the Principal, the State and each Rail Transport Agency; and

(b) any other Authority that owns or operates rail infrastructure along the Southwest corridor between Sydenham and Bankstown.

Statement of Business Ethics means TfNSW's Statement of Business Ethics, which may be obtained from TfNSW and is located at: https://www.transport.nsw.gov.au/about-us/access-to-information/policy-documents .

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

Subcontractor includes a consultant or a supplier of goods or services (including professional services and plant hire) or both.

Sub-Network Assurance Committee has the meaning given in clause 5.4(c).

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

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

SWM3 Contractor means John Holland Pty Ltd (ABN 11 004 282 268) and Laing O'Rourke Australia Construction Pty Ltd (ABN 39 112 099 000).

[redacted]

Sydney Metro means Sydney Metro, a NSW Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW).

Sydney Metro Principal Contractor Appointment and Transfer Process means the process document of that name (document number SM-18-00090912) prepared by the Principal, the process of which is referred to in the Sydney Metro Principal Contractor Health and Safety Standard.

Sydney Metro Principal Contractor Health and Safety Standard means the document referred to as the "Sydney Metro Principal Contractor Health and Safety Standard version 6 (SM-20-00100838)".

Sydney Trains means Sydney Trains (ABN 38 284 779 682), a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW).

Sydney Trains Transition Agreement means the deed titled "Sydney Metro City & Southwest – City and Southwest Transition Agreement 000-TPA-ST_RC-02" dated 7 November 2018 as amended and restated in Schedule 1 of the "Third Amendment to the Sydney Metro City & Southwest -Transition Agreement – Foundation Infrastructure Works Contracts" dated 27 September 2021, a copy of which is set out in Exhibit G.

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

TAHE means Transport Asset Holding Entity of New South Wales, the corporation by that name constituted by Part 2 of the *Transport Administration Act 1988* (NSW).

TAO or a **Technical Assured Organisation** means an organisation providing a defined engineering service or product that has been assessed and granted AMB Authorisation for Sydney Metro by the AMB.

Taxes means income, stamp, indirect or other taxes levies, imposts, deductions, charges, duties (including import duty), compulsory loans and withholdings (including financial institutions duty, debits tax or other taxes whether incurred by, payable by return or passed on to another person) together with interest thereon or penalties, if any, and charges, fees or other amounts made on, or in respect thereof.

Telstra means Telstra Corporation Limited ABN 33 051 775 556.

Temporary Areas means the land described as the "Temporary Areas" in section 4 of the Site Access Schedule.

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

TfNSW means Transport for NSW, a NSW Government agency and a corporation constituted by section 3C of the *Transport Administration Act 1988* (NSW).

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

Third Party Agreement means:

(a) an agreement described in Schedule 1, a copy of which appears in Exhibit G; and

(b) any Replacement Third Party Agreement or Additional Third Party Agreement that is the subject of notice under clause 2.15(b)(iii).

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

TPA Extra Land has the meaning given in clause 3.4(b)(iii).

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

Trainee means an employee registered as a trainee, holding a formal training contract with their employer, who is directly employed by the Contractor or its Subcontractors who has been employed to undertake the Contractor's Activities at the Construction Site for a period of not less than 12 weeks.

Training Target has the meaning given in clause 9.16(f)(i).

Transport Assets means those assets which are vested in or owned, managed, controlled, commissioned or funded by the NSW Government, a NSW Government agency or a Rail Transport Agency.

Trigger Event has the meaning given to that term in clause 2.15(b)(iv)E.

TSOM Contract means a contract between the Principal and the TSOM Contractor for the provision of the TSOM Works and the operation and maintenance of Sydney Metro City & Southwest.

TSOM Contractor means the entity that is engaged by the Principal to carry out the TSOM Works and the operation and maintenance of Sydney Metro City & Southwest.

TSOM Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that the TSOM Contractor must, in accordance with the TSOM Contract, design, construct, manufacture, install, test and commission for the purposes of completing the Sydney Metro City & Southwest, including equipment, systems (including all information systems, central control systems and communications systems), hardware and software, rolling stock, platform screen doors and control centre.

Umbrella Works Authorisation Deed means the deed titled "Umbrella Works Authorisation Deed - Sydney Metro City & Southwest" (Project Doc No: SM-21-00421615) between the Principal and TfNSW dated 20 December 2021 (inclusive of the WAD Scope Schedule).

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

Unowned Parcel Landowner means a person with a right or interest in an Unowned Parcel, including an owner, occupier or grantee of a registered interest.

[redacted]

Utility Service includes any service facility or item of public or private infrastructure, including railway systems, pedestrian and vehicular corridors, water, electricity, gas, fuel, telephone, existing drainage, sewerage, industrial waste disposal and electronic communications service including any such works specified in the SWTC and including, to the extent relevant to such works, Variations directed in accordance with the Contract but excluding the construction of any Utility Services that will form part of the Works.

Utility Service Work means the construction, modification, or relocation of Utility Services to be designed and constructed by the Contractor and handed over to the Principal, an Authority or any other person in accordance with this Contract including any such works specified in the SWTC and including, to the extent relevant to such works, Variations directed in accordance with the Contract but excluding the construction of any Utility Services that will form part of the Works that are handed over to the Principal.

Variation means any change to the Works or the Temporary Works including:

(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,

but it excludes any changes to the Works or the Temporary Works that are required as a result of the exercise of an Option by the Principal's Representative under clause 6.3 or

[redacted]

WHS means work health and safety.

WHS Guidelines means the NSW Government Work Health and Safety Management Systems and Auditing Guidelines (6th edition), December 2019 or any document issued from time to time which amends or substitutes this document.

WHS Legislation means:

(a) the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2017 (NSW); and

(b) any legislation in other States and Territories of Australia addressing work health and safety which applies to the Works.

[redacted]

Workplace Relations Management Plan means the Project Plan of that name which is required to be provided and implemented by the Contractor pursuant to the SWTC and as otherwise described in the NSW Guidelines, as developed, amended or updated from time to time in accordance with this Contract.

Works means the whole of the works, including:

(a) any changes to the Works that are required solely as a result of the exercise of an Option by the Principal's Representative under clause 6.3;

(b) any changes to the Works that are required solely as a result of [redacted] and

(c) all Variations to the Works,

that the Contractor must design, construct, commission, integrate and hand-over to the Principal (or its nominee) or any other relevant Authority under this Contract including the Third Party Works but excluding Temporary Works.

1.2 Interpretation

In this Contract unless the context otherwise requires:

(a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;

(b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";

(c) a reference to any party to this Contract includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;

(d) a reference to any Authority, institute, association or body is:

(i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and

(ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;

(e) a reference to this Contract or to any other deed, agreement, document or instrument is deemed to include a reference to this Contract or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;

(f) a reference to any legislation or to any section or provision of it includes:

(i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and

(ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;

(g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;

(h) headings are for convenience only and do not affect the interpretation of this Contract;

(i) a reference to:

(i) a party, clause, Schedule or Exhibit is a reference to a party, clause, Schedule or Exhibit of or to this Contract; and

(ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;

(j) subject to clause 3.6, a reference to this Contract includes all Schedules and Exhibits;

(k) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(l) where under this Contract:

(i) a direction is required to be given or must be complied with;

(ii) payment of money must be made;

(iii) an unconditional undertaking must be released; or

(iv) a default must be remedied,

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

(m) for the purposes of clauses 10.10, 10.11, 10.12 and 10.13:

(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 Schedule 1, or otherwise approved by the Principal's Representative, as working days;

(n) for all purposes (other than as set out in clauses 1.2(l) and 1.2(m), or where otherwise designated as a Business Day), "day" means calendar day;

(o) for the avoidance of doubt, a reference to an Other Contractor includes an Interface Contractor;

(p) a reference to "$" is to Australian currency;

(q) a reference to "direction" in the definition of "Claim" in clause 1.1, in any of clauses 7.1(a)(i)B, 9.1, 9.8(k), 16 and 18 or in any other clause of the Contract that refers to a direction by the Principal or the Principal's Representative will be read as also including, approval, authorization, certificate, decision, demand, determination, instruction, notice, order, rejection, request or requirement but will not include any failure to reject a Document;

(r) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Contract or any part;

(s) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated;

(t) the interpretations of the terms Date for Completion, Date of Completion and Completion, and clauses 8, 10, 11 and 14, will apply separately to each Portion and references 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; and

(u) any reference to "intended purpose" in this Contract 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 including the requirement that the Works, when completed will be designed and constructed in compliance with all health and safety requirements of the WHS Legislation.

1.3 Ambiguous terms

(a) If the Principal's Representative considers, or if the Contractor notifies the Principal's Representative in writing that it considers, that there is an ambiguity, inconsistency or discrepancy in the Contract (including in any Exhibit), the Principal's Representative must, subject to clause 1.4, direct the interpretation of this Contract which the Contractor must follow.

(b) The Principal's Representative, in giving a direction in accordance with clause 1.3(a), is not required to determine whether or not there is an ambiguity, inconsistency or discrepancy in this Contract.

1.4 Order of Precedence

(a) In the event of any other inconsistency, ambiguity or discrepancy between the various documents comprising this Contract then:

(i) where the inconsistency, ambiguity or discrepancy is between two or more documents that together comprise the SWTC, then to the extent of any inconsistency, ambiguity or discrepancy, the higher, or more onerous, or more rigorous, requirement will apply; and

(ii) otherwise, to the extent of any inconsistency, ambiguity or discrepancy, the order of precedence in Schedule 1 applies.

(b) The SWTC and the Planning Approval are to be regarded as mutually explanatory and anything contained in one but not in the other will be equally binding as if contained in all, so as to ensure that the Works comply with this Contract and are fit for their intended purposes.

1.5 Deed Poll by Contractor

If required by Schedule 1 the Contractor must:

(a) within 10 days of the date of this Contract and as a condition precedent to any obligation of the Principal to pay the Contractor any amount under clause 11.4, provide to the Principal's Representative an executed deed poll in the form set out in Schedule 11 of the Sydney Trains Transition Agreement;

(b) where an Interface Agreement is identified in Schedule 1 as a "Draft" Third Party Agreement, promptly following execution of the relevant Interface Agreement, and as a condition precedent to any obligation of the Principal to pay the Contractor any amount which becomes due under clause 11.4 following execution of the relevant Interface Agreement, provide to the Principal's Representative an executed deed poll in the form set out in Schedule 24 in favour of the persons named in Schedule 1; and

(c) where an Interface Agreement has been executed as at the date of this Contract, within 10 days of the date of this Contract and as a condition precedent to any obligation of the Principal to pay the Contractor any amount under clause 11.4, provide to the Principal's Representative an executed deed poll in the form set out in Schedule 24 in favour of the persons named in Schedule 1.

The Contractor must within 10 days after the date on which it is provided with the fully executed "WAD Scope Schedule" for the Umbrella Works Authorisation Deed, provide the Principal with a duly executed deed poll in the form contained in Annexure D of the Umbrella Works Authorisation Deed.

1.6 Authorities

(a) This Contract will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of:

(i) the Principal or any other Rail Transport Agency to exercise any of their respective functions and powers pursuant to any legislation; or

(ii) the AMB to exercise any of its functions and powers, including any functions or powers required to be exercised by the Principal or any Rail Transport Agency pursuant to any Configuration Management Framework.

(b) Without limiting clause 1.6(a), anything the Principal, any other Rail Transport Agency or AMB do, or fail to do or purport to do, pursuant to their respective functions and powers either as an TAO or under any legislation, will be deemed not to be an act or omission by the Principal under this Contract.

1.7 Principal Novation

(a) The Principal may at any time, at its sole discretion, novate the Contract to any Authority, any successor in title to the Principal or any other person that assumes the functions or obligations of the Principal.

(b) If the Principal elects to novate the Contract in accordance with paragraph (a), the Principal will provide the Contractor with a duly completed deed of novation in the form which appears in Schedule 30 and the Contractor must execute the deed of novation and return it to the Principal within 5 Business Days of receipt.

(c) If the Contractor fails to properly execute the deed of novation in the form which appears in Schedule 30 within the time period specified in paragraph (b), then for the purpose of executing the deed of novation, the Contractor irrevocably appoints the Principal to be its attorney with full power and authority to complete the particulars and execute, sign, send and deliver in the name of the Contractor the deed of novation and all notices, deeds and documents for that purpose.

1.8 Electronic files

Where this Contract (including the SWTC) refers to an electronic file which forms part of this Contract, such electronic files are contained in the disc or other electronic storage device included in Exhibit J.

2A. Objectives and project values

2A.1 Objectives for the Project

The Principal's objectives for the Project are to:

(a) improve the quality of the transport experience for customers;

(b) provide a fully integrated transport system that is able to satisfy long-term demand;

(c) grow public transport patronage and mode share;

(d) support the productivity of the global economic corridor;

(e) serve and stimulate urban development;

(f) improve the resilience of the transport network;

(g) improve the efficiency and cost effectiveness of the public transport system;

(h) implement a feasible solution recognising impacts, constraints and delivery risk; and

(i) deliver an enduring and sustainable legacy for Sydney.

2A.2 Objectives for the Works

The Principal's objectives for the Works are to:

(a) ensure the Works are safe, are delivered safely and de-risked through innovation and expertise in planning, design and delivery methodologies;

(b) deliver the Works and perform the Contractor's Activities in a collaborative and cooperative manner to ensure the timely and effective delivery of the Project;

(c) minimise impacts on the environment, including but not limited to noise and vibration, air quality, traffic and transport, heritage, waste, water and energy management and embodied environmental impacts;

(d) maximise opportunities in relation to social sustainability, including community benefit initiatives, workforce development and local procurement;

(e) minimise disruption, delay and inconvenience to the affected public, road and public transport users, adjacent businesses, stakeholders and the community during the construction of the Works and the performance of the Contractor's Activities;

(f) achieve a value-for-money outcome when viewed on the basis of effective risk management, certainty of delivery and whole-of-life cost; and

(g) commence the Works immediately after signing this Contract and progressively hand over the Works or each Portion by the times and in accordance with the requirements set out in this Contract; and

(h) consider, meet and positively respond to the key challenges in the delivery of the Works including:

(i) managing all interfaces with Other Contractors and Other Contractor Work being delivered by the Principal;

(ii) systems integration of the Works with all Other Contractor Work in relation to Sydney Metro City & Southwest;

(iii) accommodation of changes to the construction program while ensuring overall Project completion in accordance with this Contract;

(iv) managing logistics and co-ordinating activities, including concurrent activities within the tunnels forming part of Sydney Metro City & Southwest;

(v) working safely effectively and efficiently within live operating rail environments;

(vi) providing suitably experienced, skilled and qualified resources to meet the program requirements; and

(vii) meeting resourcing requirements to deliver the Works on program.

2A.3 Project values

The parties acknowledge that adhering to and upholding the Project Values is of fundamental importance to the Principal and each agree to adhere to and uphold the

Project Values and to work collaboratively in a spirit of mutual trust and cooperation in the performance of their obligations under this Contract.

2. Contractor's obligations

2.1 General

The Contractor:

(a) must execute the Contractor's Activities, including design, construct, commission and hand-over the Works and each Portion, in accordance with this Contract;

(b) warrants that the Temporary Works will at all reasonable times be fit for their intended purposes;

(c) warrants that the Works and each Portion will upon Completion be, and remain, fit for their intended purposes;

(d) warrants that the Third Party Works will be carried out in accordance with this Contract and the requirements of any applicable Third Party Agreement;

(e) must, unless otherwise agreed by the Principal's Representative in writing, employ the person or persons specified in Schedule 1, including the Contractor's Representative, in the performance of the Contractor's Activities;

(f) must use all reasonable efforts to inform itself of the requirements of the Principal and regularly consult with the Principal during the performance of the Contractor's Activities; and

(g) must liaise, cooperate and confer with others as directed by the Principal.

2.2 Subcontracts

(a) Subject to clause 2.2(b), the Contractor may enter into Subcontracts for the vicarious performance of its obligations under this Contract.

(b) The Contractor must not enter into any Subcontract:

(i) with:

A. a Prohibited Subcontractor; or

B. an initial subcontract price equal to or over the amount specified in Schedule 1 without the prior written approval of the Principal's Representative (which may be conditional but which will not be unreasonably withheld); or

(ii) for the parts of the Works specified in Schedule 1 without the prior written approval of the Principal's Representative to the relevant

subcontractor (which may be conditional but which will not be unreasonably withheld).

Any request by the Contractor for approval to subcontract under this clause 2.2(b) must be in writing and include such details as may be required by the Principal's Representative, including details of the proposed Subcontract conditions, and the proposed Subcontractor's capacity to undertake the relevant work, past performance in undertaking similar work, safety (including work health, safety and rehabilitation issues and providing evidence of compliance with clause 2.2(h)), environmental compliance (including any environmental management system) and other performance, management systems and proposed safe working procedures.

Within 14 days after a request by the Contractor for approval, the Principal's Representative will advise the Contractor whether the request is approved (and, if approved, any relevant Conditions) or not and, where it is not approved, the reasons why approval is not given.

(c) The Contractor must ensure that each Subcontractor referred to in Schedule 1:

(i) effects and maintains professional indemnity insurance which:

A. covers the Subcontractor's liability in respect of breaches of professional duty (whether owed in contract or otherwise) by the Subcontractor or its Subcontractors in carrying out the work under the relevant Subcontract;

B. covers the Subcontractor for liability to the Principal or the Contractor for the relevant minimum amount listed in Schedule 1;

C. unless the Subcontractor using its best endeavours is unable reasonably to procure such a term in the policy, includes at least one automatic reinstatement of the total limit of liability per annum after claims have been paid; and

D. remains in place at least until the expiration of a 7 year period from completion of the relevant Subcontract works or professional services; and

(ii) is obliged under the relevant Subcontract to comply with clause 14.7(c) of this Contract in relation to the insurance referred to in sub-paragraph (i).

(d) The Contractor will be:

(i) fully responsible for the Contractor's Activities despite subcontracting the carrying out of any part of the Contractor's Activities; and

(ii) vicariously liable to the Principal for all acts, omissions and defaults of its Subcontractors (and those of the employees, Subcontractors

and other agents of its Subcontractors) relating to, or in any way connected with, the Contractor's Activities.

(e) The Contractor must:

(i) without limiting clause 17.22(c), ensure that each of its Subcontracts that has an initial subcontract price of the amount specified in Schedule 1 or more includes provisions to the effect set out in Schedule 5 and a clause to the same effect as this clause 2.2(e)(i) that is binding on the Subcontractor and provide evidence of this to the Principal's Representative when requested by the Principal's Representative;

(ii) where a Subcontractor is to carry out design work or other professional services, unless not required by the Principal's Representative, procure that Subcontractor to execute a deed in the form of Schedule 6 and provide this to the Principal's Representative within 7 days of the engagement of that Subcontractor;

(iii) ensure that each Subcontractor (and their Subcontractors) executes a Confidentiality Undertaking in the form of Schedule 3 and provides this to the Principal's Representative within 7 days of the engagement of that Subcontractor;

(iv) procure that each of its Subcontractors:

A. engaged under a Subcontract that has an initial subcontract price equal to or greater than the amount specified in Schedule 1; or

B. in respect of the categories of work set out in Schedule 1 (regardless of subcontract price),

executes a deed in the form of Schedule 14 and provides this to the Principal's Representative within 7 days of being engaged by the Contractor; and

(v) in respect of all Subcontracts in which it holds retention money from the Subcontractor, comply with all requirements under the *Building and Construction Industry Security of Payment Regulation 2020* (NSW).

(f) 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 Schedule 1 or elsewhere in this Contract from relevant Subcontractors undertaking or supplying the work or items the subject of the warranty.

These warranties:

(i) must be in the form set out in Schedule 11 and must be in favour of the Principal and any other entity nominated by the Principal's Representative from time to time, including any Rail Transport Agency; and

(ii) will not derogate from any rights that the Principal may have against the Contractor in respect of the subject matter of these warranties.

(g) If directed by the Principal, the Contractor must, without being entitled to compensation, within 5 Business Days of the date of receipt by the Contractor of the direction, execute and deliver to the Principal a deed of novation in the form which appears in Schedule 18, such deed being between the Principal, the Contractor and the Subcontractor stated in Schedule 1.

The Contractor irrevocably and severally appoints the Principal and any authorised representative of the Principal to be the Contractor's attorney to execute, sign, seal and deliver in the name of the Contractor, the deed referred to in this clause 2.2(g) and all notices, deeds and documents for that purpose.

Any direction given by the Principal and any novation occurring pursuant to this clause 2.2(g) will not:

(i) relieve the Contractor from its liabilities or obligations (including those arising out of any warranties given under this Contract);

(ii) limit or otherwise affect the Principal's rights against the Contractor (including those arising out of any warranties given under this Contract); or

(iii) entitle the Contractor to make any Claim,

whether under this Contract or otherwise according to any Law.

(h) The Contractor must:

(i) ensure that, if any Law, including in the State or Territory in which the Works are situated or the Works are carried out (as the case may be), require that:

A. a person:

1) be authorised or licensed (in accordance with the WHS Legislation) to carry out any work at that workplace, that person is so authorised or licensed, and complies with any conditions of such authorisation or licence; and/or

2) has prescribed qualifications or experience or, if not, is to be supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has

the required qualifications or experience or is so supervised; or

B. a workplace, plant or substance (or design), or work (or class of work) be authorised or licensed, that workplace, plant or substance, or work is so authorised or licensed;

(ii) not direct or allow a person to carry out or use plant or substance at a workplace unless the requirements of subparagraph (i) are met (including any requirement to be authorised, licensed, qualified or supervised); and

(iii) if requested by the Principal's Representative or required by the WHS Legislation, produce evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety (as the case may be) to the satisfaction of the Principal's Representative before the Contractor or Subcontractor (as the case may be) commences such work.

2.3 Compliance with Law

(a) Subject to clause 2.3(c)(i), the Contractor must in carrying out the Contractor's Activities:

(i) comply with, and ensure that the Works and the Temporary Works comply with, all applicable Law;

(ii) give all notices and pay all fees, bonds and other amounts which it is required to pay in respect of the performance of its obligations under this Contract and give the Principal's Representative copies of all notices it gives to Authorities at the time or before it submits such notices to Authorities;

(iii) give the Principal's Representative copies of all documents (including Authority Approvals and other notices) that Authorities issue to it;

(iv) at all times conform and comply with, and ensure that the Works and the Temporary Works conform and comply with, all Codes and Standards; and

(v) not engage in any fraud, bribery or corruption.

(b) Where there is a Change in Codes and Standards:

(i) the Contractor must give a written notice to the Principal's Representative within 20 Business Days of the Change in Codes and Standards containing:

A. details of the Change in Codes and Standards; and

B. an estimate of the Contractor's increased or decreased costs of complying with the Change in Codes and Standards including sufficient information to support the estimate; and

(ii) if a notice is given by the Contractor which complies with clause 2.3(b)(i), then within 10 Business Days of the notice being given, the Principal's Representative will either:

A. direct the Contractor to disregard the Change in Codes and Standards; or

B. direct a Variation under clause 6.2(a) in respect of the Change in Codes and Standards after which the relevant adjustments will be made under clause 6.4.

If there is any change in the Codes and Standards which does not constitute a Change in Codes and Standards the Contractor must comply with the change and 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 change.

(c) The Contractor must:

(i) obtain all Authority Approvals required for the execution of the Contractor's Activities and occupation and use of the completed Works or Portions (and for that purpose prepare and submit all applications and associated documents to relevant Authorities), except for those Authority Approvals specified in Schedule 7 that either:

A. were obtained by the Principal prior to the date of this Contract; or

B. will be obtained by the Principal after the date of this Contract where required;

(ii) unless otherwise expressly specified in Schedule 4, comply with, satisfy, carry out and fulfil the conditions and requirements of all Authority Approvals (whether obtained by the Contractor or the Principal), including those conditions and requirements that the Principal is required, under the terms of the Authority Approvals, including the Planning Approval, to comply with, satisfy, carry out and fulfil;

(iii) in respect of any:

A. Authority Approvals which are to be obtained by the Principal after the date of this Contract; or

B. conditions and requirements of Authority Approvals which pursuant to Schedule 4 are to be satisfied or fulfilled by the Principal,

provide the Principal with such reasonable assistance as may be reasonably required by the Principal to enable the Principal to obtain the Authority Approvals or satisfy or fulfil the conditions and requirements;

(iv) for the purpose of obtaining all Authority Approvals as required by clause 2.3(c)(i), prepare all associated studies and reports required because of the design of the Works or Temporary Works proposed by the Contractor; and

(v) as a condition precedent to Completion of the Works or a Portion, ensure that it has:

A. obtained all Authority Approvals it is required to obtain under this Contract;

B. complied with, carried out and fulfilled all conditions and requirements of all Authority Approvals it is required to comply with, carry out and fulfil under this Contract;

C. without limiting clauses 2.3(c)(v)A and 2.3(c)(v)B, complied with, carried out and fulfilled all conditions and requirements of the Planning Approval which it is required to comply with, carry out and fulfil (including obtaining the approval of any person for anything) under this Contract; and

D. unless it is included in Schedule 7 as an Authority Approval which the Principal will obtain, obtained and supplied to the Principal's Representative certification that the Works or the Portion, as designed and built, comply with the requirements of the National Construction Code to the extent applicable,

including for the avoidance of doubt any Authority Approvals, conditions or requirements which must be obtained, carried out or fulfilled to enable the Principal and any Rail Transport Agency to occupy and use the Works or Portion for its intended purpose.

(d) Where there is a Change in Law:

(i) if either party wishes this clause 2.3(d)(i) to apply, then that party must, within 14 days of the Change in Law, give a written notice to the other and the Principal's Representative stating that clause 2.3(d)(i) applies and containing details of the Change in Law, including, where the notice is given by the Contractor, its impact on

the Contractor's costs of carrying out the Contractor's Activities and any effect it will have on the Contractor's Program;

(ii) if such a notice is given the Principal's Representative will determine:

A. where the Change in Law decreases the Contractor's costs of carrying out the Contractor's Activities in compliance with the Change in Law, a reasonable amount as the amount of the decrease; or

B. where the Change in Law increases the Contractor's costs of carrying out the Contractor's Activities in compliance with the Change in Law, the amount of the additional costs reasonably and necessarily incurred by the Contractor on the basis that the Contractor took all reasonable steps to mitigate those increased costs,

and the Contract Sum will be increased or decreased by that amount; and

(iii) the Contractor must comply with the Change in Law.

(e) If a Change in Authority Approval occurs which necessitates a Variation, the Contractor must:

(i) if the relevant Authority Approval was obtained by the Principal, within 14 days of the date on which the Contractor becomes aware or ought reasonably to have become aware of the Change in Authority Approval taking effect; or

(ii) otherwise within 14 days of the Change in Authority Approval taking effect,

notify the Principal's Representative in writing with detailed particulars of the reason why the Change in Authority Approval necessitates a Variation. If the Contractor gives such a notice and the Change in Authority Approval does necessitate a Variation the Principal's Representative will direct a Variation under clause 6.2(a) after which relevant adjustments will be made under clause 6.4.

(f) Other than as set out in clause 2.3(e), the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:

(i) any Change in Authority Approval;

(ii) an Authority Approval obtained or issued or which otherwise takes effect after the date of this Contract;

(iii) a change in an Authority Approval after the date of this Contract; or

(iv) any:

A. assumptions the Contractor makes; or

B. failure by the Contractor to adequately satisfy itself,

as to what work methodologies and Temporary Works might be permissible under all Authority Approvals.

(g) Without limiting the Contractor's obligations under any other clause of this Contract, insofar as the Contractor, in carrying out the Contractor's Activities, is:

(i) a person conducting a business or undertaking that designs plant, substances or structures to whom section 22 of the *Work Health and Safety Act 2011* (NSW) applies;

(ii) a person conducting a business or undertaking that manufactures plant, substances or structures to whom section 23 of the *Work Health and Safety Act 2011* (NSW) applies;

(iii) a person conducting a business or undertaking that imports plant, substances or structures to whom section 24 of the *Work Health and Safety Act 2011* (NSW) applies;

(iv) a person conducting a business or undertaking that supplies plant, substances or structures to whom section 25 of the *Work Health and Safety Act 2011* (NSW) applies; or

(v) a person conducting a business or undertaking that installs, constructs or commissions plant or structures to whom section 26 of the *Work Health and Safety Act 2011* (NSW) applies,

the Contractor shall comply with the applicable obligations under the WHS Legislation.

2.4 Legal Challenge to Approval

(a) If there is a legal challenge, proceedings or action in relation to the assessment or determination of an application for an Authority Approval or a modification of an Authority Approval, performance of the Contractor's Activities or the Works, or compliance with any Authority Approval under:

(i) the *Environmental Planning and Assessment Act 1979* (NSW);

(ii) the *Protection of the Environment Operations Act 1997* (NSW);

(iii) the *Environment Protection and Biodiversity Conservation Act 1999* (Cth); or

(iv) any other Law,

the Contractor must continue to perform its obligations under this Contract unless, as a result of that legal challenge, proceedings or action, it is otherwise:

(v) ordered or directed by an Authority;

(vi) ordered by a court or tribunal; or

(vii) directed by the Principal or the Principal's Representative.

(b) Subject to clause 2.4(c), the Principal must pay the Contractor the additional costs reasonably and necessarily incurred by the Contractor as a direct result of:

(i) an Authority order referred to in clause 2.4(a)(v);

(ii) a court order referred to in clause 2.4(a)(vi); or

(iii) a direction by the Principal referred to in clause 2.4(a)(vii),

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

(c) Clause 2.4(b) does not apply to the extent that a legal challenge, proceedings or action of the kind referred to in clause 2.4(a) is brought or upheld due to the Contractor's non-compliance with its obligations under this Contract or any Authority Approval.

2.5 Utility Services

(a) The Contractor must:

(i) obtain and pay for any Utility Service it needs to perform its obligations under this Contract;

(ii) relocate, remove, modify, support, protect, reinstate and provide all Utility Services necessary for the Contractor to comply with its obligations under this Contract;

(iii) subject to clause 3.5, assume the risk of the existence, location, condition and availability of all Utility Services required for the execution of the Contractor's Activities;

(iv) provide and maintain all signage, line marking, flagmen, barriers and other road traffic devices needed by the Contractor to comply with its obligations under this Contract, including any such devices reasonably required by the Principal's Representative;

(v) despite any other provision in the Contract to the contrary, ensure that no Utility Services are:

A. damaged or destroyed; or

B. disconnected, disrupted, interfered with or interrupted during normal operating hours,

by reason of the performance of the Contractor's Activities;

(vi) cooperate and coordinate with the owners of all Utility Services, and implement their requirements as part of the Contractor's Activities and must consult with and keep the Principal fully informed as to the Contractor's dealings with the owners of all Utility Services;

(vii) where applicable, carry out all Utility Service Works in accordance with the requirements of any relevant Third Party Agreement; and

(viii) indemnify the Principal against any claim, damages, expense, costs, loss, liability, fine or penalty the Principal suffers or incurs arising out of or in any way in connection with any disconnection, interference with, interruption or disruption to any Utility Service arising out of or in any way in connection with the Contractor's Activities, 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, an Other Contractor or an agent of the Principal contributed to the claim, damages, expense, costs, loss, liability, fine or penalty.

(b) Subject to clause 3.5, the Contractor agrees it is responsible for, and assumes the risk of all additional work, increased costs and any damages, expense, loss, liability, delay or disruption (including any delay in achieving Completion) it suffers or incurs arising out of or in any way in connection with the existence, location, condition and availability of all Utility Services required for the execution of the Contractor's Activities.

(c) When each discrete part of the Utility Services Works are completed, the Contractor must provide the Principal's Representative with:

(i) written notice from the relevant Authority with jurisdiction over the affected Utility Service stating that the Authority is satisfied that the relevant part of the Utility Service Works is complete; or

(ii) if the relevant Authority has failed or refuses to provide such notice within 15 Business Days after it was requested by the Contractor:

A. a statement from the Contractor that the relevant Authority has failed to or refused to provide such notice;

B. copies of all correspondence between the Contractor and the Authority relating to such notice and the Contractor's attempt to obtain it; and

C. evidence satisfactory to the Principal's Representative that the relevant part of the Utility Service Works is complete

and satisfies the requirements of this Contract and, where applicable, the requirements of any relevant Third Party Agreement.

(d) Where a Third Party Agreement prescribes an alternative process for the assessment and determination of completion of a discrete part of the Utility Service Works the Contractor must comply with such process and such process will take precedence to the extent of any inconsistency with clause 2.5(c) above.

(e) Without limiting the requirements of clause 2.5(a), the Contractor must take all reasonable steps to avoid, and minimise the consequences of, delays to the commencement and completion of all non-contestable Utility Service Works, including without limitation:

(i) contacting the owners of Utility Services to schedule non-contestable Utility Service Works in accordance with their prescribed time frames;

(ii) providing all documents and information to the owners of Utility Services in accordance with their prescribed time frames and requirements;

(iii) complying with the prescribed processes and procedures of the owners of Utility Services and the terms of any agreements that the Contractor enters into with the owners of Utility Services;

(iv) proactively monitoring, managing, liaising and coordinating with the owners of Utility Services; and

(v) providing the owners of Utility Services with access to the Construction Site at the times nominated by the relevant owner and agreed with the Contractor for performance of non-contestable Utility Service Works.

2.6 Crown Building Work

(a) The Contractor must, in relation to any part of the Works that is a Crown Building Work, certify (on behalf of the Principal) as required by section 6.28 of the *Environmental Planning and Assessment Act 1979* (NSW).

(b) Any certification under clause 2.6(a) will not lessen or otherwise affect:

(i) the Contractor's other liabilities or responsibilities under this Contract or otherwise according to Law; or

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

2.7 Unconditional Undertakings and Parent Company Guarantee

(a) Without limiting clause 2.7(f), the unconditional undertakings to be provided under this clause 2.7 are for the purpose of ensuring the due and proper performance by the Contractor of its obligations under this Contract.

(b) The Contractor must give the Principal:

(i) within 10 days of the date of this Contract, three unconditional undertakings:

A. one for [redacted] of the Original Contract Price;

B. one for [redacted] of the Original Contract Price; and

C. one for [redacted] of the Original Contract Price; and

(ii) each time the Contract Sum increases by an amount greater than or equal to [redacted] of the Original Contract Price as a result of any one or more Variations or any one or more other adjustments under this Contract and it is requested to do so by the Principal, one or more unconditional undertakings which in total are equal to [redacted] of the amount of the Contract Sum increase within 15 Business Days of being requested to do so by the Principal.

(c) Each unconditional undertaking provided under clause 2.7 must be:

(i) in the form of Schedule 8;

(ii) in favour of the Principal;

(iii) issued by an Institution approved by the Principal that maintains the Required Rating; and

(iv) where required by Law, duly stamped.

(d) Subject to its rights to have recourse to the unconditional undertakings and subject to clauses 2.7(i), 15.10 and 15.12, the Principal must:

(i) within 20 Business Days after the Date of Completion of the Works or the last Portion to reach Completion, release so much of the unconditional undertakings provided by the Contractor under clause 2.7(b) as may be then held by the Principal, so that it then holds [redacted] of the Contract Sum; and

(ii) within 20 Business Days after the expiration of all the Defects Rectification Periods (excluding any extensions under clause 8.6), release so much of the unconditional undertakings provided by the Contractor under clause 2.7(b) as may be then held by the Principal, so that it then holds unconditional undertakings equal to the amount determined under clause [redacted]; and

(iii) within 20 Business Days after the Date of Final Completion, release the balance of the unconditional undertakings provided by the Contractor under clause 2.7(b) as may be then held by the Principal.

(e) [redacted]

(f) The Principal:

(i) may have recourse to any unconditional undertaking provided under this clause 2.7 or clause 11.7(b) at any time;

(ii) is not obliged to pay the Contractor interest on:

A. any unconditional undertaking; 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 2.7(f)(ii)B on trust for the Contractor.

(g) The Contractor must not take any steps to injunct or otherwise restrain:

(i) any issuer of any unconditional undertaking provided under this clause 2.7 or clause 11.7(b) 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 2.7 or clause 11.7(b) or receiving payment under any such unconditional undertaking; or

(iii) the Principal using the money received under any unconditional undertaking provided under this clause 2.7 or clause 11.7(b).

(h) If Schedule 1 states that a Parent Company Guarantee is required, the Contractor must within 10 days of the date of this Contract give the Principal a guarantee duly executed by the person referred to in Schedule 1 in favour of the Principal in the form of the Parent Company Guarantee and which is, where required, duly stamped.

(i) Despite any other provision of this Contract to the contrary, where this Contract may otherwise require the Principal to release an unconditional undertaking or this Contract is terminated by the Principal either pursuant to clause 15 or by reason of the Contractor repudiating this Contract (or otherwise at Law), the Principal may continue to hold the unconditional undertaking after the date for its release or the termination of this Contract to the extent of any claim which the Principal may have against the Contractor arising out of, or in any way in connection with, this Contract or the Contractor's Activities whether for damages (including liquidated damages) or otherwise.

2.8 Long Service Leave Levy

Where the Contractor is specified in Schedule 1 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 leave 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 2.8(a).

2.9 Co-operation and coordination with Interface Contractors

(a) Without limiting the Contractor's obligations under each Cooperation and Integration Deed and the SMCSW Master Interface Protocols Deed Poll, the Contractor:

(i) acknowledges that:

A. the Contractor's Activities may interface with the Interface Work;

B. Interface Contractors will be executing work on parts of the Construction Site or Extra Land, or adjacent to the

Construction Site or Extra Land, at the same time as the Contractor is performing the Contractor's Activities;

C. the timing of the Interface Contractors' activities will be as discovered by the Contractor;

D. it may require certain design and work methodology input from Interface Contractors to coordinate the design of the Works and Temporary Works with the Interface Work;

E. Interface Contractors may require the Contractor to provide design and work methodology information to them to coordinate the design of the Interface Work with the Works and Temporary Works, and this must be provided in a timely manner by the Contractor; and

F. any delay in the performance of the Contractor's Activities or in the Contractor providing information to, or co-operating and co-ordinating with any Interface Contractor, may adversely impact upon, delay or disrupt any one or more Interface Contractors or the Contractor's Activities in a way which may lead to the Principal suffering or incurring additional costs, losses and damages; and

(ii) must at all times:

A. permit Interface Contractors to execute the Interface Work on the applicable parts of the Construction Site or Extra Land, or on any adjacent property to the Construction Site or Extra Land:

1) at the same time as the Contractor is performing the Contractor's Activities; and

2) at the times agreed with the Interface Contractor, or failing agreement at the times determined by the Principal's Representative,

and for this purpose ensure they have safe, clean and clear access to those parts of the Construction Site or Extra Land, or property adjacent to the Construction Site or Extra Land, required by them for the purpose of carrying out their work;

B. protect the Works, Temporary Works and other improvements on the Construction Site or Extra Land from accidental damage by Interface Contractors and provide means of receiving, storing and protecting goods and equipment supplied by Interface Contractors;

C. co-operate with Interface Contractors, and do everything reasonably necessary to facilitate the execution of work by Interface Contractors, including providing Interface Contractors with such assistance as may be directed by the Principal's Representative;

D. carefully coordinate and interface the Contractor's Activities with the Interface Work and for this purpose:

1) make proper allowance in all programs for the Interface Work;

2) review all programs provided by Interface Contractors and confirm that they adequately allow for the Contractor's Activities and the interfaces of the Interface Work with the Contractor's Activities;

3) monitor the progress of the Interface Work;

4) notify the Principal's Representative of any interface or sequence of activities that may affect the commencement, progress or Completion of the Works or any Portion or Milestone Achievement of any Milestone;

5) provide the Interface Contractors with sufficient information about the current and expected Contractor's Activities to assist them to coordinate their Interface Work with the Contractor's Activities; and

6) cooperate, meet with, liaise, and share information so that the Contractor and the relevant Interface Contractor each comply with the provisions of the relevant EPL (if applicable);

E. perform the Contractor's Activities so as to minimise any interference with or disruption or delay to the Interface Work;

F. be responsible for coordinating the Contractor's Activities, including work sequencing, construction methods, safety and industrial relations matters with those affecting, and influenced by, Interface Contractors' personnel and work, including providing to the Principal's Representative copies of working method statements for those parts of the Works or Temporary Works which are adjacent to or interface with any Interface Work, at least 15 Business Days prior to commencing the work described in the work method statement;

G. provide for the purposes of clause 2.9(a)(ii)F (unless otherwise directed by the Principal's Representative), the number and form of copies of the work method statements specified in Schedule 1;

H. work directly with Interface Contractors where required to complete the design of the Works and Temporary Works and provide all necessary information to Interface Contractors in respect of the Works and Temporary Works to permit the Interface Contractors to complete the design of the Interface Works so that they are acceptable to the Principal and otherwise comply with this Contract, including the SWTC;

I. work in accordance with:

1) the Project Plans that have been submitted for review under clause 9.8, and, in respect of which:

a) the Contractor has received the notice referred to in clause 9.8(d)(ii)B; or

b) the relevant period of time in clause 9.8(d)(ii) has expired and the Principal's Representative has not rejected the relevant Project Plan or made any comments on it (except, in the case of comments, where the Contractor has responded to the comments within the required time period and in a manner satisfactory to the Principal's Representative as referred to in clause 9.8(e)); and

2) the SWTC;

J. attend interface coordination meetings chaired by the Principal's Representative with Interface Contractors and others each 14 days, or at other times to be advised by the Principal's Representative, to review current and future issues, including the exchange of information, status, problems, solutions, and newly identified interfaces;

K. when information is required from an Interface Contractor, provide reasonable written notice which must be at least 10 days (except in special circumstances) or any longer period of notice required under the SWTC to that Interface Contractor requesting such information and specifying the date by which such information is required, with a copy to the Principal's Representative;

L. ensure that any written notice given under clause 2.9(a)(ii)K provides the Interface Contractor with the longest possible time for the provision of the information;

M. when any information is requested by Interface Contractors, including confirming the compatibility or suitability of the design of, work methods to be used in, or any other aspect of, the Interface Work with the Works or the Contractor's Activities:

1) provide the information to the Interface Contractor, with a copy to the Principal's Representative, within the time requested by the Interface Contractor provided that this time period is reasonable;

2) ensure that such information is provided to Interface Contractors by the requested dates; and

3) ensure and warrant that the information provided is accurate; and

N. use its best endeavours to resolve any problems, and work closely and iteratively, with Interface Contractors, including providing design options, iterations, and work methodologies, to achieve the best solution to such problems, related to:

1) the provision of information;

2) the obtaining of information;

3) the adequacy of information provided to, or received from, Interface Contractors;

4) the compatibility of the Works and Temporary Works with the Interface Work;

5) coordination in accordance with this clause 2.9(a); and

6) technical issues with the information provided to, or received from, Interface Contractors;

(iii) must, in the event that despite using its best endeavours, and working closely and iteratively with the Interface Contractors, the Contractor and any Interface Contractor fail to resolve a problem between them:

A. give written notice to the Principal's Representative with a copy to the Interface Contractor describing the problem; and

B. attend any coordination meetings as requested, and to be chaired, by the Principal's Representative, and in good faith work with those present to attempt to resolve the problem;

(iv) must promptly advise the Principal's Representative of all matters arising out of the liaison with Interface Contractors that may involve a change to design or construction work under this Contract or otherwise have an adverse effect upon the Contractor's Activities; and

(v) acknowledges that conditions similar to those in this clause 2.9(a) applying to the Contractor will apply to all Interface Contractors engaged by the Principal, whether working on the Construction Site or on any other site.

(b) Where the Contractor has complied with all its obligations in clause 2.9(a), the Contractor must promptly give the Principal's Representative written notice of any interface issue or dispute with any Interface Contractor.

(c) Upon receipt of the Contractor's notice under clause 2.9(b), the Principal's Representative must:

(i) within 5 Business Days convene a meeting between the Contractor, the relevant Interface Contractor and any other relevant person (as reasonably determined by Principal's Representative); and

(ii) work in good faith with the Contractor and the Interface Contractor to resolve the issues or dispute.

(d) The Contractor:

(i) acknowledges and agrees:

A. no act or omission by an Interface Contractor will, whether or not it causes any delay, disruption or interference to the Contractor's Activities, constitute an act or omission of the Principal or the Principal's Representative (including any breach of Contract or Variation directed by the Principal's Representative); or

B. that except where the Principal's Representative directs a Variation in circumstances where the Contractor has fully complied with clause 2.9(a), the Principal will not be liable upon any Claim by the Contractor arising out of or in any way in connection with:

1) the Interface Contractors carrying out their work; or

2) any act or omission of an Interface Contractor; and

(ii) warrants that the Original Contract Price and the Contractor's Program contain sufficient allowances for the assumption by the Contractor of the obligations and risks under clause 2.9(a) and this clause 2.9(d), including the cost of all the design iterations required to accommodate Interface Work.

2.10 SMCSW Master Interface Protocols Deed Poll

The Contractor must:

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

(b) at all relevant times comply with the terms of the SMCSW Master Interface Protocols Deed Poll.

2.11 Cooperation and Integration Deeds

(a) The Contractor must:

(i) within 5 Business Days of receipt of a request from the Principal, provide to the Principal a Cooperation and Integration Deed with:

A. the Operator; and

B. any other Interface Contractor nominated by the Principal,

in the relevant form prescribed by the Contract each duly executed by the Contractor in the number of counterparts required by the Principal; and

(ii) at all relevant times comply with the terms of each Cooperation and Integration Deed.

(b) The Principal will relevantly request that the Operator and each applicable Interface Contractor execute each relevant Cooperation and Integration Deed.

(c) The parties acknowledge and agree that clause 4.1(f) of the Cooperation and Integration Deed with the Operator does not impose any obligation on the Contractor to rectify any Defect in the Works which may be identified by the Operator after the expiry of the last Defects Rectification Period under this Contract.

2.12 Incident Management Reporting

(a) The Contractor must identify clear guidelines for responding to any Incident arising from the performance of the Contractor's Activities and establish procedures to ensure that the Principal's Representative is promptly notified of any Incident in accordance with the SWTC.

(b) Should an Incident occur which:

(i) is reportable under any relevant Law, the Contractor must immediately report the Incident to the relevant Authority and the Principal's Representative in accordance with the SWTC; and

(ii) relates to rail safety, the Contractor must notify the Principal and any relevant Rail Transport Agency management centre or the nearest network control officer.

(c) In relation to any environmental or safety Incident involving Hazardous Material, Contamination, Pollution or other waste that arises during the performance of the Contractor's Activities, the Contractor must:

(i) at its own cost promptly take all appropriate action to manage and dispose of all Hazardous Material, Contamination, Pollution or other waste arising from the Incident;

(ii) comply with all relevant Laws including any requirements to give notice to a relevant Authority; and

(iii) at its own cost manage the Incident in a manner which minimises damage to the reputation of the Principal including complying with any reasonable request of the Principal's Representative.

(d) If the Contractor causes or contributes to the occurrence of an Incident and fails to ensure that the Principal is promptly notified, the Principal, may without prejudice to any other right it has under this Contract, immediately terminate the Contract by written notice to the Contractor.

(e) Without prejudice to the Principal's other rights under this Contract, if the Principal forms the reasonable view, upon the occurrence (or imminent risk of the occurrence) of an Incident, that the Contractor is not taking adequate measures to manage the Incident or control or eliminate the adverse impact or the risk of such an Incident arising in the future, the Principal may (but has no obligation) to take such actions as it deems necessary to overcome and alleviate the cause and consequences of any Incident. If the Principal takes any such action it will be entitled to recover its reasonable costs and expenses from the Contractor as a debt due from the Contractor to the Principal.

(f) Without prejudice to the Principal's other rights under this Contract, the Principal's Representative may issue a direction under clause 10.14 requiring the Contractor to suspend the carrying out of the whole or any part of the Contractor's Activities in the event:

(i) of any Incident involving:

A. a significant spill of Contamination;

B. any accident or release of Contamination which it believes may pose a danger to health, life or property; or

C. any actual damage or harm to the Environment or a significant risk of harm to the Environment; or

(ii) any safety incident occurs which leads to, or has the potential to lead to, a fatality or injury to person (including any incident which must be reported to SafeWork NSW) or damage to property.

The Principal will not be liable upon any Claim by the Contractor for any cost, expense, loss, delay, disruption or penalty arising out of or in connection with:

(iii) any suspension due to a direction to suspend issued, or for the failure to issue a notice to suspend, in the circumstances set out in this clause 2.12(f); and

(iv) complying with a direction issued under clause 2.12(g), including complying with the steps which Principal's Representative directs that the Contractor must take before the Principal's Representative will issue a direction to recommence the Contractor's Activities.

(g) If the Principal's Representative issues a notice to suspend in the circumstances set out in clause 2.12(f), the Contractor may not recommence the Contractor's Activities in respect of the part of the Contractor's Activities to which the notice relates until the Principal's Representative issues a direction to the Contractor permitting the Contractor to recommence the Contractor's Activities affected by the notice to suspend.

(h) If the Principal's Representative issues a notice to suspend in the circumstances set out in clause 2.12(f) the Principal's Representative may also direct the Contractor as to the steps which the Contractor must take before the Principal's Representative will issue a direction pursuant to clause 10.14 permitting the Contractor to recommence the Contractor's Activities affected by the notice to suspend. In these circumstances the Contractor must, at its cost, comply with the direction of the Principal's Representative, and only once the Principal's Representative is satisfied that the Contractor has complied with the requirements of the direction issued under this clause 2.12(h) will the Principal's Representative issue a direction to the Contractor permitting the Contractor to recommence the Contractor's Activities affected by the notice to suspend.

(i) The Principal will be entitled to recover its reasonable costs and expenses for any action the Principal's Representative deems necessary to avoid the issue of any notice to suspend in the circumstances set out in clause 2.12(f), as a debt due and payable from the Contractor to the Principal.

2.13 Principal Contractor

(a) In this clause 2.13 the terms 'construction project', 'construction work', 'notifiable incident', 'place of work', 'person conducting a business or undertaking' (**PCBU**), 'principal contractor' and 'workplace' have the same meanings assigned to those terms under the WHS Legislation.

(b) For the purpose of the WHS Legislation and this Contract, but subject to the Sydney Metro Principal Contractor Appointment and Transfer Process, the construction work involved in the Contractor's Activities and any Other Contractor Work are taken to be part of the same construction project.

(c) The parties acknowledge and accept that any appointment by the Principal of the Contractor as principal contractor in relation to construction work involved in the Contractor's Activities and Other Contractor Work in a part of the Construction Site will be made subject to the provisions of the Sydney Metro Principal Contractor Appointment and Transfer Process.

(d) To the extent that the Contractor's Activities or any Other Contractor Work carried out on the Construction Site includes construction work:

(i) the Principal engages the Contractor as the principal contractor in respect of the Contractor's Activities and all Other Contractor Work, commencing on:

A. the date on which the Contractor is given access to a part of the Construction Site in accordance with this Contract; or

B. the time specified in clause 2.13(d)(ii) (if applicable),

and ending on the earlier of:

C. in respect of each discrete part of the Third Party Works, the point in time when the relevant discrete part of the Third Party Works has been completed;

D. the date and time specified in the CICG Minutes or Appointment as the PC Letter (as applicable) as the date on which the Contractor's appointment as principal contractor ends;

E. the Date of Completion of the relevant Portion;

F. termination of this Contract,

unless sooner revoked by the Principal;

(ii) if the Contractor's appointment as principal contractor ends in accordance with clause 2.13(d)(i)C or is otherwise revoked by the Principal, the Contractor may be re-appointed as principal contractor

in accordance with the Sydney Metro Principal Contractor Appointment and Transfer Process, in which case the appointment under clause 2.13(d)(i)B re-commences from the date and time specified in the CICG Minutes or Appointment as the PC Letter (as applicable).

(iii) during any periods in which the Contractor has been engaged as principal contractor in respect of a part of the Construction Site, the Contractor is authorised to:

A. have management and control over that part of the Construction Site and of each workplace at which the relevant Contractor's Activities and the Other Contractor Work is to be carried out; and

B. discharge the duties of a principal contractor under the WHS Legislation.

(e) The Contractor:

(i) accepts the engagement as principal contractor and agrees to discharge all the duties imposed on a principal contractor by the WHS Legislation and the Contract;

(ii) must comply with the requirements set out in the Sydney Metro Principal Contractor Appointment and Transfer Process including in relation to handover of principal contractor status to another person;

(iii) must exercise and fulfil all of the functions and obligations of a principal contractor under the WHS Legislation so as to:

A. ensure that the responsibilities imposed on a principal contractor by the WHS Legislation are discharged; and

B. enable the Principal to satisfy its obligations under the WHS Legislation in connection with the Construction Site;

(iv) warrants that the Contract Sum and the Contractor's Program contains sufficient allowance for:

A. the assumption by the Contractor of all obligations in relation to its engagement as principal contractor as contemplated in this Contract; and

B. complying with the requirements of the Sydney Metro Principal Contractor Appointment and Transfer Process.

(f) To the extent not prohibited by law, the Contractor must indemnify the Principal from and against all claims against the Principal, or Loss (including reasonable legal fees) suffered or incurred by the Principal, arising out of or in any way in connection with any failure of:

(i) the Contractor to exercise or fulfil the functions and responsibilities of a principal contractor under the WHS Legislation that the Contractor is required to discharge in accordance with this clause 2.13; or

(ii) the Contractor to otherwise comply with the WHS Legislation, Rail Safety National Law, Rail Safety National Regulations, Heavy Vehicle Law or other Law concerning work health and safety.

(g) If requested by the Principal or required by WHS Legislation, the Contractor must produce evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience, regulator notices, reports and findings or any other information relevant to work health and safety (as the case may be) to the reasonable satisfaction of the Principal before the Contractor or a Subcontractor (as the case may be) commences such work.

(h) If the engagement of the Contractor as principal contractor under clause 2.13(d) is not effective for any reason, the Contractor agrees that it will exercise and fulfil the functions and obligations of the principal contractor under the WHS Legislation as if the Contractor had been validly engaged as the principal contractor under the WHS Legislation so as to ensure that the responsibilities imposed on a principal contractor by the WHS Legislation are discharged. For this purpose the Principal authorises the Contractor to exercise such authority of the Principal as is necessary to enable the Contractor to discharge the responsibilities imposed on a principal contractor under the WHS Legislation.

(i) Without limiting anything else in this clause 2.13, the Contractor must, in respect of any construction work carried out on all or part of the Extra Land, discharge the duties of a principal contractor under the WHS Legislation in respect of such construction work.

(j) Without limiting any other provision of this Contract, the Contractor:

(i) must discharge all the obligations under the WHS Legislation and under any plan or any other laws relating to WHS;

(ii) accepts that it is the PCBU:

A. carrying out the construction work; and

B. in respect of the Works,

for the purposes of the WHS Legislation;

(iii) is responsible for all costs associated with performing the role of principal contractor;

(iv) must comply with any direction on health and safety issued by a relevant Authority;

(v) must immediately notify the Principal of any notifiable incident in connection with the Works and/or the Construction Site;

(vi) must provide to the Principal all notices and correspondence concerning WHS issued in connection with the Works within 5 Business Days after the dispatch and/or receipt of any such notice or correspondence;

(vii) acknowledges that it has control and management of the parts of the Construction Site on which it is carrying out the Contractor's Activities;

(viii) must itself comply, and ensure that all subcontractors engaged by the Contractor in connection with the Works, comply with their respective obligations under the WHS Legislation;

(ix) must ensure that it carries out the Works in a manner which ensures that the Principal satisfies its obligations under the WHS Legislation; and

(x) must display signs that are clearly visible from outside the place of work identifying the Contractor as the principal contractor and stating the contact telephone numbers of the Contractor (including an after-hours emergency telephone number) and the location of the Contractor's main site administration facilities for the construction project.

(k) The Principal may notify the Contractor that it has terminated the Contractor's engagement as principal contractor and advise the Contractor of the new principal contractor for the Works.

(l) If the Contractor's appointment and engagement as principal contractor is terminated or revoked under clause 2.13(d) or 2.13(k) (as applicable), then the Contractor must (and must ensure that its officers, employees, contractors, subcontractors, and agents also):

(i) comply with all requirements of the new principal contractor in executing the Works and its other obligations under this Contract so as to enable the new principal contractor to meet its obligations under the WHS Legislation; and

(ii) refrain from doing anything that may impede upon the new principal contractor from complying with its obligations under the WHS Legislation.

2.14 Sydney Metro Principal Contractor Health and Safety Standard

(a) The Contractor must comply with those parts of the Sydney Metro Principal Contractor Health and Safety Standard as if it was a principal contractor for the purposes of that standard.

(b) The Contractor acknowledges and agrees that:

(i) the Principal may update and amend the Sydney Metro Principal Contractor Health and Safety Standard from time to time, including to address work health and safety issues relating to the Contractor's Activities; and

(ii) notwithstanding any other provision of this Contract, the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:

A. any update or amendment to the Sydney Metro Principal Contractor Health and Safety Standard; or

B. any act or omission of the Principal in relation to the Sydney Metro Principal Contractor Health and Safety Standard (including any failure of the Principal to do anything specified in the Sydney Metro Principal Contractor Health and Safety Standard as being an obligation of the Principal or an associate of the Principal).

2.15 Third Party Agreements

(a) The Contractor:

(i) acknowledges that the Principal has entered or will enter into the Third Party Agreements;

(ii) must:

A. unless otherwise expressly specified in Schedule 4A, comply with, satisfy, carry out and fulfil the conditions and requirements of all 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

B. comply with and fulfil any conditions, obligations or requirements allocated to the Contractor in Schedule 4A that are additional to or more stringent or onerous than the conditions and requirements described in clause 2.15(a)(ii)A;

(iii) must assist the Principal in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in Schedule 4A;

(iv) 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;

(v) must, where a 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;

(vi) 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;

(vii) agrees that whenever, pursuant to the terms of a 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 4A 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;

(viii) 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; and

(ix) acknowledges that the terms of this clause 2.15 and Schedule 4A apply to:

A. the Third Party Agreements titled:

1) "Revised Interface Agreement Managing Risks to Safety Due to Rail - Road Crossings" between Sydney Trains and Inner West Council dated June 2017;

2) "Revised Interface Agreement Managing Risks to Safety Due to Rail - Road Crossings" between Sydney Trains and Canterbury-Bankstown Council dated March 2018",

as if the Principal were a party to those Third Party Agreements in place of Sydney Trains; and

B. the Third Party Agreement titled "Sydney Metro Program SWC Interface Deed (000-TPA-SWC) - Document No. SM-17-00099744" between TfNSW and Sydney Water Corporation as if the Principal were a party to that Third Party Agreement in place of TfNSW.

(b) The parties acknowledge that:

(i) as at the date of this Contract:

A. the terms and conditions of the Third Party Agreements identified in Schedule 1 as "Draft" have not been finalised between the Principal and the relevant Third Party (each a **"Draft Third Party Agreement"**); and

B. certain Third Party Agreements may need to be replaced with new agreements on different terms (each a **"Replacement Third Party Agreement"**);

(ia) after the date of this Contract the Principal may enter into additional Third Party Agreements that are not identified in Schedule 1 which the Principal may require the Contractor to comply with for the purpose of performing the Contractor's Activities (each an **"Additional Third Party Agreement"**);

(ii) the Contractor has reviewed the Third Party Agreements executed at the date of this Contract and the Draft Third Party Agreements and has included in the Original Contract Price all of its costs (including the cost of all physical works and allowance for any delay or disruption) in complying with its obligations under clause 2.15(a) and the Principal's obligations under the Third Party Agreements executed at the date of this Contract and the Draft Third Party Agreements other than those identified in Schedule 4A for the Principal to perform;

(iii) following:

A. finalisation of any Draft Third Party Agreement; or

B. the execution of any Replacement Third Party Agreement or Additional Third Party Agreement,

after the date of this Contract, the Principal must promptly give the Contractor a copy of the:

C. executed version of the Draft Third Party Agreement or the Replacement Third Party Agreement or Additional Third Party Agreement (as applicable), together with (in the case of a Replacement Third Party Agreement) details of the Third Party Agreement that is replaced; and

D. amendments (if any) to Schedule 4A arising out of the execution of the Draft Third Party Agreement or the Replacement Third Party Agreement or Additional Third Party Agreement (as applicable) ("**Revised Allocation**");

(iv) within 28 days of receipt of an executed copy of a Draft Third Party Agreement or a Replacement Third Party Agreement or an Additional Third Party Agreement (as applicable), and the associated Revised Allocation, the Contractor must notify the Principal's Representative in writing if:

A. any terms and conditions of:

1) the executed version of the Draft Third Party Agreement or the Replacement Third Party Agreement (as applicable); or

2) the associated Revised Allocation,

are substantially more onerous than those contained in:

3) the relevant Draft Third Party Agreement; and

4) Schedule 4A; or

B. any terms and conditions of the executed version of an Additional Third Party Agreement and the associated Revised Allocation impose greater or different obligations on the Contractor than those contained in this Contract,

("**Difference in Conditions**") and:

C. where the Difference in Conditions or Revised Allocation will result in additional administration, details of such additional administration costs to be incurred by the Contractor;

D. where the Difference in Conditions or Revised Allocation will result in additional physical works:

1) not forming part of the Contractor's Activities; and

2) which is otherwise in addition to any physical works contemplated by the Third Party Agreements executed at the date of this Contract and the Draft Third Party Agreements,

details of such additional physical works and the cost of carrying out such additional physical works; and

E. where the Difference in Conditions or Revised Allocation alters the Contractor's risk profile under this Contract and creates a contingent liability which the Contractor did not previously bear and which may convert to an actual liability on the happening of another event (**"Trigger Event"**), details of the altered risk profile, contingent liability and Trigger Event and a notice of intention to claim;

(v) if the Principal does not receive a notice from the Contractor under clause 2.15(b)(iv) within the 28 day period:

A. Schedule 4A is amended in accordance with the Revised Allocation as and from the date of receipt by the Contractor of the:

1) executed copy of the Draft Third Party Agreement or the Replacement Third Party Agreement or Additional Third Party Agreement (as applicable); and

2) Revised Allocation,

under clause 2.15(b)(iii); and

B. the Contractor must carry out its obligations under this Contract on the basis of:

1) the executed version of the Draft Third Party Agreement or Replacement Third Party Agreement (rather than the Third Party Agreement that is replaced) or Additional Third Party Agreement (as applicable); and

2) the Revised Allocation,

without any adjustment to the Contract Sum or any entitlement to make any other Claim;

(vi) if the Principal's Representative receives a notice from the Contractor under clause 2.15(b)(iv) within the 28 day period, then:

A. Schedule 4A is amended in accordance with the Revised Allocation as and from the date of receipt by the Contractor of the:

1) executed copy of the Draft Third Party Agreement or the Replacement Third Party Agreement or Additional Third Party Agreement (as applicable); and

2) Revised Allocation,

under clause 2.15(b)(iii);

B. the Contractor must carry out its obligations under this Contract on the basis of:

1) the executed version of the Draft Third Party Agreement or Replacement Third Party Agreement or Additional Third Party Agreement (rather than the Third Party Agreement that is replaced) (as applicable); and

2) the Revised Allocation;

C. the Principal's Representative must:

1) where the Contractor has provided the details referred to in clause 2.15(b)(iv)C, give the Contractor a notice setting out the Principal's Representative's determination of the additional administration costs reasonably and necessarily incurred or to be incurred by the Contractor in complying with the executed version of the Draft Third Party Agreement, the Replacement Third Party Agreement, the Additional Third Party Agreement or Revised Allocation and the Contract Sum will be increased by that amount; and

2) where the Contractor has provided the details referred to in clause 2.15(b)(iv)D, if the terms of any executed version of a Draft Third Party Agreement, the relevant Replacement Third Party Agreement or Additional Third Party Agreement or Revised Allocation require the Contractor to carry out any physical work which:

a) does not form part of the Contractor's Activities; and

b) is additional to any physical works contemplated by the Third Party Agreements executed at the date of this Contract and the Draft Third Party Agreements,

direct the Contractor to carry out such physical work as a Variation under clause 6.2; and

D. where the Contractor has provided the details referred to in clause 2.15(b)(iv)E, the Principal's Representative's obligation to make a determination in relation to the altered risk profile or contingent liability referred to in clause 2.15(b)(iv)E is deferred until the Trigger Event occurs;

(vii) if:

A. the Contractor issues a notice under clause 2.15(b)(iv) and provides the details referred to in clause 2.15(b)(iv)E; and

B. a Trigger Event occurs during the implementation of:

1) the executed Draft Third Party Agreement or the Replacement Third Party Agreement or Additional Third Party Agreement (as applicable); and

2) the Revised Allocation,

the Contractor may issue a notice to the Principal's Representative providing details of the additional costs reasonably and necessarily incurred in satisfying the actual liability which has arisen;

(viii) if the Principal's Representative receives a notice under clause 2.15(b)(vii), the Principal's Representative must give the Contractor a notice setting out the Principal's Representative's determination of the reasonable, additional costs incurred by the Contractor in satisfying the actual liability which has arisen and the Contract Sum will be increased by that amount; and

(ix) notwithstanding the provisions of clause 2.15(b), the amount of any additional costs incurred by the Contractor as a result of the circumstances referred to in clause 2.15(b) will not be added to the Contract Sum unless the Contractor has taken all proper and reasonable measures to:

A. avoid the Trigger Event; and

B. avoid or minimise the extra costs resulting from such circumstances.

(c) The Contractor:

(i) must indemnify the Principal from and against:

A. any claim by a Third Party against the Principal; or

B. 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 or a Replacement Third Party Agreement or Additional 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, the Third Party, an Other Contractor or an agent of the Principal contributed to the claim or liability; and

(ii) agrees that it:

A. bears the full risk of:

1) complying with the obligations under this clause 2.15; and

2) any acts or omissions of Third Parties; and

B. 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 2.15(c)(ii)A.

2.16 Existing Operations

(a) The Contractor acknowledges that:

(i) Existing Operators and any other persons must continue their Existing Operations during the course of the carrying out of the Contractor's Activities;

(ii) the access ways to and from the Construction Site are used by Existing Operators and other persons and will not be available exclusively to the Contractor; and

(iii) in using these access ways the Contractor must ensure the minimum disturbance and inconvenience to the Existing Operations.

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

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

(i) to the extent reasonably possible in performing the Contractor's Activities, not interfere with the free movement of traffic (vehicular, pedal cycle and pedestrian) into and out of, adjacent to, around, on or about the Construction Site or the Existing Operations or block or impair access to any premises, carparks, roadways, pedestrian ways, public spaces, parks, pedal cycle paths, or other facilities associated with the Existing Operations and comply with the Principal's reasonable directions in relation to them;

(ii) comply with the Principal's reasonable directions in connection with:

A. the Existing Operations (including access to and use of the Construction Site); and

B. workplace health and safety issues to enable the Principal to comply with, and not place the Principal in breach of, its obligations under any WHS Legislation;

(iii) comply with all policies, procedures and rules of the Principal applying from time to time (as notified by the Principal) in respect of the Existing Operations (including in relation to workplace health and safety and/or the Environment);

(iv) keep itself informed as to the requirements to comply with and not do anything which may place the Principal in breach of Law applying to the Existing Operations on the Construction Site;

(v) ensure that in carrying out and completing the Contractor's Activities, the Project Works properly interface and integrate with, and connect to, the physical infrastructure of the Existing Operations so as to enable the Works, when completed, to fully comply with the requirements of this Contract; and

(vi) immediately:

A. repair and make good any damage to the physical infrastructure of the Existing Operations to the extent arising out of or in any way in connection with the Contractor's Activities; and

B. when directed by the Principal's Representative, take such action as is required to ensure that its obligations in this clause 2.16(c) are complied with.

(d) Except to the extent expressly permitted by this Contract, the Contractor must:

(i) not disrupt, interrupt or interfere in any way with the Existing Operations;

(ii) not cause any nuisance or inconvenience to the Existing Operations except to the extent such nuisance or inconvenience was a direct

and unavoidable result of carrying out and completing the Contractor's Activities in accordance with this Contract; and

(iii) program and coordinate the Contractor's Activities under this Contract using design and construct best practices and so as to minimise the effect that the carrying out of the Contractor's Activities under this Contract has on the Existing Operations.

(e) The Contractor must ensure that its Subcontractors and any of the respective employees, agents, contractors or officers of the Contractor and its Subcontractors at all times comply with this clause 2.16.

2.17 Contemporaneous Work

The Contractor must:

(a) inspect all Contemporaneous Work within the periods set out in Schedule 1 after the Principal's Representative gives written notice to the Contractor to do so;

(b) if it discovers any defects, omissions or other matters in or connected with any Contemporaneous Work that in its opinion will render or are likely to render the Contemporaneous Work unsuitable, unsatisfactory or detrimental in any way to the proper execution of the Works or carrying out of the Contractor's Activities, within 10 Business Days of the Inspection notify the Principal's Representative in writing providing:

(i) full particulars of the defects, omissions or other matters identified; and

(ii) the reasons for the opinion formed by it in respect to the defects, omissions or matters identified;

(c) not commence or continue with the execution of any part of the Contractor's Activities dependent upon or appreciably affected by the Contemporaneous Work that is the subject of the notice referred to in clause 2.17(b), until the Principal's Representative issues a Variation Order under clause 2.17(e) or issues a direction under clause 2.17(f); and

(d) commence or continue with all other parts of the Contractor's Activities and mitigate any additional costs and delays resulting from the matters notified.

On receipt of the Contractor's notice under clause 2.17(b), the Principal's Representative will investigate the Contemporaneous Work that is the subject of the Contractor's notice, and within 10 Business Days of the receipt of the notice:

(e) if the Principal's Representative agrees that the defect, omission or other matter in relation to the Contemporaneous Work necessitates a Variation in order for the proper execution of the Works and carrying out of the Contractor's Activities, issue a Variation Order to the Contractor pursuant to clause 6.2 directing it to carry out a Variation; or

(f) if the Principal's Representative disagrees with the Contractor, issue a direction to the Contractor to commence or continue with the Contractor's Activities, whereupon the Contractor must nevertheless take such steps as may be necessary to ensure that the part of the Works or Contractor's Activities dependent upon or appreciably affected by the Contemporaneous Work complies with the requirements of this Contract.

If the Contractor fails to:

(g) inspect any Contemporaneous Work as required by this clause 2.17; or

(h) notify the Principal's Representative of any defects, omissions or other matters that should have been detected at the time of such Inspection by a competent and experienced contractor and that may render the Contemporaneous Work unsuitable, unsatisfactory or detrimental in any way for the proper execution of the Works or for carrying out the Contractor's Activities,

and the Contemporaneous Work subsequently proves to be unsuitable, unsatisfactory or detrimental for the proper execution of the Works or the carrying out of the Contractor's Activities, then:

(i) any work that is required to be executed in order to render the Contemporaneous Work suitable, satisfactory and non-detrimental for the proper execution of the Works or the carrying out of the Contractor's Activities must be performed by the Contractor at its own cost and expense; and

(j) the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with any work carried out or to be carried out by the Contractor under clause 2.17(i).

2.18 Collateral Warranty

The Contractor must, within 5 Business Days of being requested to do so by the Principal's Representative, provide to the Principal's Representative with a duly executed Collateral Warranty Deed Poll.

3. The Construction Site and location of the Works

3.1 Access

(a) The Contractor acknowledges and agrees that access to the Construction Site will be provided progressively to the Contractor in accordance with the Site Access Schedule.

(b) Subject to clause 3.1(c) and any other provision of this Contract affecting access, the Principal must:

(i) give, or ensure the Contractor has, access to the Construction Site by the dates set out in the Site Access Schedule (and if a period is specified in relation to access to a part of the Construction Site, then by the last day of that period); and

(ii) once access to a part of the Construction Site is provided to the Contractor, thereafter continue to allow, or ensure that the Contractor is continued to be allowed, access to that part of the Construction Site in accordance with the Site Access Schedule.

(c) The Contractor acknowledges and agrees that:

(i) access to the Construction 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;

(ii) the Principal is not obliged to give the Contractor access to any part of the Construction Site until the Contractor has:

A. complied with clause 2.7(b) of this Contract;

B. submitted the Project Work Health and Safety Management Plan, the Construction Environmental Management Plan and the Construction and Site Management Plan, as required by the SWTC, to the Principal's Representative under clause 9.8 and the Principal's Representative has not rejected the proposed Construction Environmental Management Plan, Construction and Site Management Plan or Project Work Health and Safety Management Plan within 15 Business Days after such submission in accordance with clause 9.8(d);

C. effected the insurance policies required under clauses 14.4, 14.5 and 14.6;

D. complied with clauses 14.4, 14.5 and 14.6 with respect to each insurance policy; and

E. complied with the matters set out in Schedule 1;

(iii) the Principal is not obliged to provide, and the Contractor may not be given, exclusive access to the Construction Site;

(iv) the Principal is not obliged to carry out any work or provide any facilities to the Contractor which may be necessary to enable the Contractor to obtain access to the Construction Site or carry out the Contractor's Activities;

(v) the Principal and others will engage Other Contractors to work upon or in the vicinity of the Construction Site and Extra Land at the same time as the Contractor; and

(vi) without limiting or otherwise restricting any other provision under this Contract, the Contractor is responsible for all costs arising from or in connection with accessing any railway services or stations, including the costs of procuring Opal Cards for its personnel and Subcontractors, and any Opal Card charges.

(d) The Principal's obligations under clause 3.1(a) and 3.1(b) in respect of each part of the Construction Site will cease upon the earlier of:

(i) in the case of any area of the Construction Site for which a Site Access Expiry Date is specified in the Site Access Schedule, the relevant Site Access Expiry Date; or

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

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

(e) Failure by the Principal to give access as required by clause 3.1(b) will not be a breach of this Contract but will entitle the Contractor to:

(i) an extension of time to any relevant Date for Completion or Date for Milestone Achievement under clause 10.10 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 Schedule 1.

(f) The Contractor's entitlement under clause 3.1(e)(ii) will be its only right to payment of money arising out of or in any way in connection with the Principal's failure to give access as required by clauses 3.1(a), 3.1(b)(i) or 3.1(b)(ii).

3.2 Temporary Works

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

3.3 Management and Control of the Construction Site

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

(a) without limiting any right of the Principal or the Principal's Representative under this Contract, and subject to clause 2.13, will be responsible for the management and control of the Construction Site;

(b) must control access to, and the security and maintenance of, the Construction Site or that part, except where the Principal's Representative advises otherwise;

(c) must ensure public safety on and adjacent to the Construction Site or that part;

(d) must provide for the continuous safe passage of the public, road and railway system users on existing roads, footpaths access ways, cycleways and Rail Tracks affected by the Contractor's Activities in accordance with this Contract;

(e) must, subject to clauses 3.1 and 3.10 and the SWTC, and any relevant Law, limit access to the Construction Site to its employees, Subcontractors and their employees and Subcontractors, and those with a legitimate interest in being on the Construction Site as part of the Contractor's Activities;

(f) must not impede access or Utility Services to private property without the consent of the Principal's Representative and the relevant owner or occupier; and

(g) must ensure that existing buildings (including residences, whether occupied or unoccupied) on the Construction Site are preserved and protected from damage (including from theft and vandalism) until (where relevant) they are due for demolition by the Contractor if that forms part of the Contractor's Activities.

3.4 Land in Addition to the Construction Site

(a) The Contractor must:

(i) procure for itself and at its own cost the occupation or use of or relevant rights over any land or buildings in addition to the Construction Site, including any land owned by a Rail Transport Agency and any land required for Third Party Works which does not form part of the Construction Site (including any Unowned Parcel), which is necessary or which it may require for the purposes of carrying out the Contractor's Activities;

(ii) at its own cost carry out all activities and procure all Utility Services necessary to make the Extra Land suitable for use by the Contractor;

(iii) as a condition precedent to Completion of the Works or any Portion:

A. rehabilitate any Extra Land in accordance with the requirements of all relevant Authorities and other relevant persons; and

B. unless not required by the Principal's Representative, provide to the Principal's Representative a properly executed certificate in the form of Schedule 13 or a release on terms otherwise satisfactory to the Principal's Representative from all claims or demands (whether for

damages or otherwise howsoever arising) from the owner or occupier of, and from other persons having an interest in, such Extra Land; and

(iv) indemnify the Principal against any damage, expense, loss, cost or liability suffered or incurred by the Principal arising out of or in any way in connection with a claim by the owner or occupier of, or any other person having any interest in any Extra Land, provided that the Contractor's liability to indemnify the Principal will be reduced proportionally to the extent that an act or omission of the Principal, an Other Contractor or an agent of the Principal contributed to the damage, expense, loss, cost or liability.

(b) If, at any time after the date of this Contract, the Contractor notifies the Principal in writing that:

(i) it requires the occupation or use of or relevant rights over any land or buildings in addition to the Construction Site, which is necessary or which it requires for the execution of the Contractor's Activities (including additional land or buildings required for the Third Party Works, the underpinning of any structure or for the insertion of rock bolts); and

(ii) the owner of, occupier of, and/or relevant interest holder in respect of such land or buildings is not willing to enter into an agreement directly with the Contractor in respect of the relevant land or buildings,

the parties agree that the Principal may, in its absolute discretion and without in any way being obliged to do so and subject to any conditions the Principal requires, elect to enter into a Third Party Agreement with the relevant owner, occupier, and/or interest holder, and if the Principal elects to do so, then without limiting any other provision in this clause 3.4:

(iii) the land or buildings the subject of the relevant Third Party Agreement will be treated as Extra Land under this Contract ("**TPA Extra Land**");

(iv) the Contractor must comply with the terms of any Revised Allocation arising out of the execution of any Third Party Agreement relating to the TPA Extra Land at its own risk, and the Contractor will not be entitled to make a Claim in respect of any such Third Party Agreement;

(v) the Contractor will not be required to comply with clause 3.4(a)(iii)B in relation to such TPA Extra Land; and

(vi) the Contractor must indemnify the Principal from and against any claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with a claim by the owner, occupier and/or relevant interest holder of any part of the

TPA Extra Land where the claim or Loss arises out of or in connection with the Contractor's Activities.

3.5 Latent Conditions

(a) [redacted]

(b) If during the execution of the Contractor's Activities, the Contractor becomes aware of a Latent Condition the Contractor must:

(i) promptly; and

(ii) where possible before the physical conditions are disturbed,

give written notice thereof to the Principal's Representative.

The Contractor must provide in that notice to the Principal's Representative a statement specifying:

(iii) the conditions encountered and in what respects the Contractor considers they constitute a Latent Condition;

(iv) the additional work and additional resources which the Contractor estimates to be necessary to deal with the Latent Condition;

(v) the time the Contractor anticipates will be required to deal with the Latent Condition and the expected delay in achieving Completion (if any) as a result of dealing with the Latent Condition;

(vi) the Contractor's estimate of the cost of the measures necessary to deal with the Latent Condition; and

(vii) other details reasonably required by the Principal's Representative.

(c) If a Latent Condition:

(i) has a direct effect on the Contractor carrying out the Contractor's Activities; and

(ii) directly results in an increase in the Contractor's costs of carrying out the Contractor's Activities,

which a competent and experienced contractor could not have avoided or mitigated, and could not reasonably have anticipated at the date of this Contract, the Contract Sum will be increased by the additional costs reasonably and necessarily incurred by the Contractor in carrying out the Contractor's Activities as a result of the Latent Condition as determined by the Principal's Representative together with the percentage referred to in Schedule 1 in respect of clause 6.4(b)(ii) applied to those additional costs.

(d) In making a valuation pursuant to clause 3.5(c) or determining an extension of time under clause 10, regard will not be had to any Contractor's Activities, additional costs or delays suffered or incurred more than 14 days before the date on which the Contractor gives the written notice required by clause 3.5(b).

3.6 Information Documents and Materials

(a) Whether or not any Information Documents and Materials or any part thereof form an Exhibit to this Contract, the Contractor acknowledges that:

(i) the Information Documents and Materials or part thereof do not form part of this Contract and that clause 3.6(c) applies to the Information Documents and Materials or part thereof; and

(ii) where Information Documents and Materials or any part thereof form an Exhibit to this Contract, they do so only for the purposes of identification of that document or part thereof.

(b) Without limiting clause 3.6(c):

(i) 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 Materials, and the Information Documents and Materials do not form part of this Contract;

(ii) subject to clause 3.6(e), the Principal will not be liable upon any Claim by the Contractor arising out of or in any way in connection with:

A. the provision of, or the purported reliance upon, or use of the Information Documents and Materials to or by the

Contractor or any other person to whom the Information Documents and Materials are disclosed; or

B. a failure by the Principal to provide any other information, data or documents to the Contractor.

(c) The Contractor:

(i) warrants that it did not in any way rely upon:

A. any information, data, representation, statement or document made, 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 3.6(c)(i) and 3.6(c)(ii).

(d) Subject to clause 3.6(e), the Contractor releases and indemnifies the Principal from and against:

(i) any claim against them by, or liability of them to, any person; or

(ii) (without being limited by clause 3.6(d)(i)) any costs, expenses, losses or damages suffered or incurred by them,

arising out of or in any way in connection with:

(iii) the provision of, or the purported reliance upon, or use of the Information Documents and Materials, as referred to in clauses 3.6(b) and 3.6(c)(i), to or by the Contractor or any other person to whom the Information Documents and Materials are disclosed or a failure by the Principal to provide any information, data or documents to the Contractor (other than any information, data or documents

which the Principal is required to provide to the Contractor by the terms of this Contract);

(iv) any breach by the Contractor of this clause 3.6; or

(v) the Information Documents and Materials being relied upon or otherwise used in the preparation of any information or document, including any information or document which is "misleading or deceptive" or "false or misleading" (within the meaning of those terms in sections 18 and 29 of Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or any equivalent provision of State or Territory legislation.

(e) The acknowledgements, warranties, releases and indemnities referred to in clauses 3.6(a) to 3.6(d) do not affect the Contractor's rights under clauses 3.5(c), 3.7, 3.9 and 3.20.

3.7 Hazardous Material

(a) The parties acknowledge and agree that:

(i) the Contractor has been provided with the Hazardous Material Report;

(ii) the Hazardous Material Report identifies Hazardous Material in structures which are located on, in or under the Construction Site;

(iii) there may be Hazardous Material (other than that identified in the Hazardous Material Report) in structures which are located on, in or under the Construction Site; and

(iv) the Contractor's Activities include taking the appropriate steps referred to in this clause 3.7:

A. in respect of any Hazardous Material identified in the Hazardous Material Report; and

B. in respect of any Hazardous Material the Contractor discovers on the Construction Site,

regardless of whether the Contractor provides the report and notice referred to in clause 3.7(d) and 3.7(e) (respectively) and whether or not the Hazardous Material was referred to in (or was reasonably able to be inferred from) the Hazardous Material Report.

(b) Without limiting clause 3.7(a), the Principal does not make any representation or warranty (express or implied) as to the nature or extent of any Hazardous Material that may be present in structures on, in or under the Construction Site.

(c) The Contractor must provide for the management of any Hazardous Material in any structures in the Construction Environmental Management Plan and

Project Work Health and Safety Management Plan and take all measures required to protect workers and others from Hazardous Material in accordance with Law, the WHS Guidelines and the SWTC.

(d) Without limiting clause 2.3(a)(i) and 3.7(a), the Contractor must carry out a Hazardous Material audit prior to commencing any demolition work or construction work on structures which could potentially contain Hazardous Material and provide a copy of the audit report to the Principal's Representative.

(e) Without limiting any obligation of the Contractor to comply with the Authority Approvals, the Contractor must submit a notice for the review of the Principal's Representative under clause 9.8 containing details of the works necessary to remove and dispose of any Hazardous Material identified in accordance with clause 3.7(d).

(f) After the Principal's Representative has had the period referred to in clause 9.8(d)(ii) (or such shorter period as the Principal's Representative may advise to the Contractor in writing) and has not rejected the Contractor's notice under clause 3.7(e) the Contractor must comply with the notice and remove and dispose of any Hazardous Material in structures on, in or under the Construction Site in accordance with relevant Laws, Authority Approvals and any direction of a relevant Authority where applicable.

(g) The Contractor acknowledges and agrees that:

(i) subject to clause 3.7(h), the Contractor will not be entitled to any increase in the Contract Sum or to make any Claim for payment:

A. for the costs of complying with this clause 3.7, other than for the amount referred to in clause 3.7(h);

B. in respect of carrying out the Hazardous Material audit required by clause 3.7(d);

C. for any costs incurred arising out of or in connection with any delay or disruption to the Contractor's Activities resulting from the presence of any Hazardous Material regardless of whether the Hazardous Material was referred to in (or reasonably able to be inferred from) the Hazardous Material Report or otherwise; or

D. in respect of any investigation of structures on the Extra Land and any removal and disposal of Hazardous Material from such structures; and

(ii) the Contractor will not be entitled to an extension of time in respect of any delay arising out of or in connection with the discovery of Hazardous Material or the discharge of the obligations under this clause 3.7 regardless of whether the Hazardous Material was

referred to in (or reasonably able to be inferred from) the Hazardous Material Report or otherwise.

(h) Where:

(i) there is Additional Hazardous Material; and

(ii) the Contractor has complied with its obligations under clause 3.7(f) in respect of all Hazardous Material encountered in performing the Contractor's Activities,

the Contract Sum will be increased by:

(iii) an amount, as determined by the Principal's Representative, on the basis of rates set out in Schedule 10 for the removal and disposal of the Additional Hazardous Material in accordance with clause 3.7(f); or

(iv) to the extent that paragraph (iii) does not apply, the additional costs reasonably and necessarily incurred by the Contractor as a result of such removal and disposal of the Additional Hazardous Material, as determined by the Principal's Representative,

in each case excluding the costs of delay or disruption or any other items set out in clause 3.7(g)(i) and without any margin for overhead or profit.

3.8 Things of Value Found

All valuable minerals, fossils, coins, articles or objects of value or antiquity, and other remains or things of geological, archaeological, anthropological or other special interest found on the Construction Site (all **"Valuable Finds"**) are, and will as between the Contractor and the Principal be and remain, the property of the Principal.

The Contractor must:

(a) immediately notify the Principal's Representative if it discovers a Valuable Find;

(b) ensure the Valuable Find is protected and not lost, removed, disturbed or damaged; and

(c) comply with any directions of the Principal's Representative in relation to the Valuable Find.

Despite the acknowledgements, warranties, releases and indemnities referred to in clauses 3.6(a) to 3.6(d):

(d) the Contract Sum will be increased by the additional costs reasonably and necessarily incurred by the Contractor as determined by the Principal's Representative in complying with the Principal's Representative's directions under this clause 3.8; and

(e) the Contractor will be entitled to make a claim for an extension of time under clause 10.7 in respect of any delays the Contractor suffers in complying with the Principal's Representative's directions,

but only to the extent that the Valuable Find could not have been reasonably anticipated by a competent and experienced contractor having done those things referred to in clause 3.5(a)(i)C, E and F, as determined by the Principal's Representative.

3.9 Contamination - Alternative 1

This alternative applies if so stated in Schedule 1.

(a) The parties acknowledge and agree that:

(i) the Contractor has been provided with the Contamination Report;

(ii) the Contamination Report identifies Contamination on, in, under or migrating from the Construction Site, including in areas under Tracks, surface soils generally and locations which have been filled;

(iii) there may be Contamination (other than that identified in the Contamination Report) on, in, under or migrating from the Construction Site including in areas under Tracks, surface soils generally and locations which have been filled;

(iv) the Principal does not make any representation or warranty (express or implied) as to the nature or extent of any Contamination; and

(v) subject to clause 3.9(f), part of the Contractor's Activities include taking the appropriate steps referred to in this clause 3.9:

A. in respect of any Contamination identified in the Contamination Report;

B. in respect of any Contamination the Contractor discovers on the Construction Site; and

C. regardless of whether the Contractor provides the notice and report referred to in clause 3.9(c) and whether or not the Contamination was referred to in (or was reasonably able to be inferred from) the Contamination Report.

The Contractor must provide for the management of any Contamination that may be present on, in, under or migrating from the Construction Site in the Construction Environmental Management Plan and the Project Work Health and Safety Management Plan and take all measures required to protect workers and others in accordance with the Law, the WHS Guidelines and the SWTC.

(b) Without limiting clauses 2.3(a)(i) and 3.9(a), the Contractor must:

(i) undertake any other investigations it considers reasonable or necessary, undertake any investigation to delineate the nature and extent of any Contamination on, in, under or migrating from the Construction Site prior to commencing any part of the Contractor's Activities on the Construction Site in order to identify the steps necessary to deal with any Contamination as part of the Contractors Activities; and

(ii) carry out a Contamination audit prior to commencing any demolition work or construction work on structures which could potentially contain Contamination and provide a copy of the audit report to the Principal Representative.

(c) Without limiting any obligation of the Contractor to comply with all Authority Approvals, the Contractor must in respect of all Contamination, whether described in or reasonably able to be inferred from the Contamination Report, Additional Contamination or otherwise:

(i) notify the Principal's Representative in writing within 5 Business Days of becoming aware of the existence of any Contamination on, in, under or migrating from the Construction Site, and thereafter provide the Principal's Representative with such further written details as the Principal's Representative may request including a copy of any investigation report prepared pursuant to clause 3.9(b);

(ii) promptly after providing a notice under clause 3.9(c)(i), submit a notice for the review of the Principal's Representative under clause 9.8 containing:

A. details of the steps which the Contractor proposes to take to:

1) investigate, remediate, dispose of, manage, monitor, contain or otherwise deal with the Contamination so that the Construction Site is remediated to a standard suitable for the proposed use of the Construction Site (**"Remediation Steps"**). For the avoidance of doubt, the Contractor is permitted to incorporate Remediation Steps to address the Contamination which was present on, in under or migrating off the Construction Site prior to the date of this Contract into the Works where such incorporation is specified in the SWTC;

2) unless the Principal's Representative directs otherwise, incorporate the Contamination into the Works in preference to its disposal off site where this is technically and economically feasible;

3) dispose of Contamination off-site to a licensed waste disposal facility in accordance with clause 3.14 if:

a) this more economically viable than remediating and or otherwise dealing with the Contamination in situ; or

b) the Principal's Representative has directed the Contractor to do so; and

4) report to all relevant Authorities if required to do so,

in each case in accordance with any relevant Law, Authority Approvals and any written direction from a relevant Authority;

B. the Contractor's estimate of any amount which will be payable in respect of any Additional Contamination under clause 3.9(f) to comply with the Remediation Steps and where the estimate is not a fixed lump sum the proposed administration and verification measures to evidence the cost of the Remediation Steps; and

C. a plan documenting the Remediation Steps determined pursuant to the criteria in clause 3.9(c)(ii)A (**"Remediation Action Plan"**);

(iii) only after the Principal's Representative has had the period referred to in clause 9.8(d)(ii) (or such shorter period as the Principal's Representative may advise to the Contractor in writing) and has not rejected the Contractor's notice under clause 3.9(c)(ii), implement the Remediation Action Plan in accordance with relevant Laws, Authority Approvals and any direction of a relevant Authority where applicable; and

(iv) in dealing with any Contamination:

A. take all measures necessary to protect workers and others in accordance with Law and the WHS Guidelines;

B. take all reasonable steps to ensure that the Contamination is quarantined from other in-situ or excavated materials so as to prevent cross-contamination; and

C. provide waste classification reports and documents demonstrating that cross-contamination has not occurred.

(d) 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 3.9, 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, Other Contractors or an agent of the Principal may have contributed to the claim, damage, expense, loss, liability, fine or penalty.

(e) The Contractor acknowledges and agrees that:

(i) subject to clause 3.9(f), the Contractor will not be entitled to any increase in the Contract Sum or to make any other Claim for payment:

A. for complying with this clause 3.9, other than for the amount referred to in clause 3.9(f);

B. in respect of carrying out investigations of the Construction Site (including any structures) or Extra Land to determine the presence and extent of any Contamination present on, in, under or migrating from the Construction Site or Extra Land;

C. in respect of any costs incurred in the management, handling and disposal of the following types of General Solid Waste (non-putrescible) as defined in clause 49 of Schedule 1 of the POEO Act:

1) glass, plastic, rubber, plasterboard, ceramics, bricks, concrete or metal;

2) paper and cardboard;

3) household waste from municipal clean ups that does not contain food waste;

4) grit, sediment, litter and gross pollutants from stormwater treatment devices that does not contain free liquids;

5) building and demolition waste;

6) green waste;

7) virgin excavated natural material; and

8) wood waste;

D. for any costs incurred arising out of or in connection with any delay or disruption to the Contractor's Activities resulting from the presence of any Contamination on, in, under or migrating from the Construction Site or Extra Land

including arising out of or in connection with complying with its obligations under this clause 3.9, regardless of whether the Contamination was referred to in (or reasonably able to be inferred from) the Contamination Report or otherwise; or

E. for managing the remediation works on the Construction Site or Extra Land;

(ii) subject to clause 3.9(e)(iii), the Contractor will not be entitled to an extension of time in respect of any delay arising out of or in connection with the discovery of Contamination or the discharge of its obligations under this clause 3.9, regardless of whether the Contamination was referred to in (or reasonably able to be inferred from) the Contamination Report or otherwise; and

(iii) the Contractor may, if it is delayed as a consequences of Additional Contamination and the requirements of clauses 3.9(f)(ii) to 3.9(f)(iv) have been satisfied, claim an extension of time to the Date for Completion.

(f) Where:

(i) there is Additional Contamination;

(ii) the Contractor has complied with its obligations under clause 3.9(c) in respect of all Contamination encountered in performing the Contractor's Activities;

(iii) it is not technically feasible or permitted by Law to incorporate that Additional Contamination into the Works as contemplated by clause 3.9(c)(ii)A; and

(iv) the Contractor has disposed of the Additional Contamination off-site to a licensed waste disposal facility in accordance with clause 3.14,

the Contract Sum will be increased by:

(v) an amount, as determined by the Principal's Representative, on the basis of rates set out in Schedule 10 as a result of the disposal of the Additional Contamination; or

(vi) to the extent that paragraph (v) does not apply, the additional costs reasonably and necessarily incurred by the Contractor as a result of the disposal of the Additional Contamination, as determined by the Principal Representative, together with the percentage referred to in Schedule 1 in respect of clause 1.1(a)(i)A applied to those additional costs,

in each case excluding the costs of delay or disruption or any other items set out in clause 3.9(e)(i).

(g) In this clause 3.9:

(i) "**Additional Contamination**" means any Contamination which the Contractor discovers on the Construction Site which was not described in, or could not have been reasonably inferred from, the Contamination Report; and

(ii) "**Contamination Report**" has the meaning given to that term in Schedule 1.

3.9 Contamination - Alternative 2

This alternative applies if so stated in Schedule 1.

(a) The parties acknowledge and agree that:

(i) not used;

(ii) not used;

(iii) there may be Contamination on, in, under or migrating from the Construction Site including in areas under Tracks, surface soils generally and locations which have been filled;

(iv) the Principal does not make any representation or warranty (express or implied) as to the nature or extent of any Contamination; and

(v) subject to clause 3.9(f), part of the Contractor's Activities include taking the appropriate steps referred to in this clause 3.9:

A. not used;

B. in respect of any Contamination the Contractor discovers on the Construction Site; and

C. regardless of whether the Contractor provides the notice and report referred to in clause 3.9(c).

The Contractor must provide for the management of any Contamination that may be present on, in, under or migrating from the Construction Site in the Construction Environmental Management Plan and the Project Work Health and Safety Management Plan and take all measures required to protect workers and others in accordance with the Law, the WHS Guidelines and the SWTC.

(b) Without limiting clauses 2.3(a)(i) and 3.9(a), the Contractor must:

(i) undertake any other investigations it considers reasonable or necessary, undertake any investigation to delineate the nature and extent of any Contamination on, in, under or migrating from the Construction Site prior to commencing any part of the Contractor's

Activities on the Construction Site in order to identify the steps necessary to deal with any Contamination as part of the Contractors Activities; and

(ii) carry out a Contamination audit prior to commencing any demolition work or construction work on structures which could potentially contain Contamination and provide a copy of the audit report to the Principal's Representative

(c) Without limiting any obligation of the Contractor to comply with all Authority Approvals, the Contractor must in respect of all Contamination (whether Additional Contamination or otherwise):

(i) notify the Principal's Representative in writing within 5 Business Days of becoming aware of the existence of any Contamination on, in, under or migrating from the Construction Site, and thereafter provide the Principal's Representative with such further written details as the Principal's Representative may request including a copy of any investigation report prepared pursuant to clause 3.9(b);

(ii) promptly after providing a notice under clause 3.9(c)(i), submit a notice for the review of the Principal's Representative under clause 9.8 containing:

A. details of the steps which the Contractor proposes to take to:

1) investigate, remediate, dispose of, manage, monitor, contain or otherwise deal with the Contamination so that the Construction Site is remediated to a standard suitable for the proposed use of the Construction Site (**"Remediation Steps"**). For the avoidance of doubt, the Contractor is permitted to incorporate Remediation Steps to address the Contamination which was present on, in under or migrating off the Construction Site prior to the date of this Contract into the Works where such incorporation is specified in the SWTC;

2) unless the Principal's Representative directs otherwise, incorporate the Contamination into the Works in preference to its disposal off site where this is technically and economically feasible;

3) dispose of Contamination off-site to a licensed waste disposal facility in accordance with clause 3.14 if:

a) this more economically viable than remediating and or otherwise dealing with the Contamination in situ; or

b) the Principal's Representative has directed the Contractor to do so; and

4) report to all relevant Authorities if required to do so,

in each case in accordance with any relevant Law, Authority Approvals and any written direction from a relevant Authority;

B. the Contractor's estimate of any amount which will be payable in respect of any Additional Contamination under clause 3.9(f) to comply with the Remediation Steps and where the estimate is not a fixed lump sum the proposed administration and verification measures to evidence the cost of the Remediation Steps; and

C. a plan documenting the Remediation Steps determined pursuant to the criteria in clause 3.9(c)(ii)A (**"Remediation Action Plan"**);

(iii) only after the Principal's Representative has had the period referred to in clause 9.8(d)(ii) (or such shorter period as the Principal's Representative may advise to the Contractor in writing) and has not rejected the Contractor's notice under clause 3.9(c)(ii), implement the Remediation Action Plan in accordance with relevant Laws, Authority Approvals and any direction of a relevant Authority where applicable; and

(iv) in dealing with any Contamination:

A. take all measures necessary to protect workers and others in accordance with Law and the WHS Guidelines;

B. take all reasonable steps to ensure that the Contamination is quarantined from other in-situ or excavated materials so as to prevent cross-contamination; and

C. provide waste classification reports and documents demonstrating that cross-contamination has not occurred.

(d) 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 3.9, 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, Other Contractors or an agent of the

Principal may have contributed to the claim, damage, expense, loss, liability, fine or penalty.

(e) The Contractor acknowledges and agrees that:

(i) subject to clause 3.9(f), the Contractor will not be entitled to any increase in the Contract Sum or to make any other Claim for payment:

A. for complying with this clause 3.9, other than for the amount referred to in clause 3.9(f);

B. in respect of carrying out investigations of the Construction Site (including any structures) or Extra Land to determine the presence and extent of any Contamination present on, in, under or migrating from the Construction Site or Extra Land;

C. in respect of any costs incurred in the management, handling and disposal of the following types of General Solid Waste (non-putrescible) as defined in clause 49 of Schedule 1 of the POEO Act:

1) glass, plastic, rubber, plasterboard, ceramics, bricks, concrete or metal;

2) paper and cardboard;

3) household waste from municipal clean ups that does not contain food waste;

4) grit, sediment, litter and gross pollutants from stormwater treatment devices that does not contain free liquids;

5) building and demolition waste;

6) green waste;

7) virgin excavated natural material; and

8) wood waste;

D. for any costs incurred arising out of or in connection with any delay or disruption to the Contractor's Activities resulting from the presence of any Contamination on, in, under or migrating from the Construction Site or Extra Land including arising out of or in connection with complying with its obligations under this clause 3.9; or

E. for managing the remediation works on the Construction Site or Extra Land;

(ii) subject to clause 3.9(e)(iii), the Contractor will not be entitled to an extension of time in respect of any delay arising out of or in connection with the discovery of Contamination or the discharge of its obligations under this clause 3.9; and

(iii) the Contractor may, if it is delayed as a consequences of Additional Contamination and the requirements of clauses 3.9(f)(ii) to 3.9(f)(iv) have been satisfied, claim an extension of time to the Date for Completion.

(f) Where:

(i) there is Additional Contamination;

(ii) the Contractor has complied with its obligations under clause 3.9(c) in respect of all Contamination encountered in performing the Contractor's Activities;

(iii) it is not technically feasible or permitted by Law to incorporate that Additional Contamination into the Works as contemplated by clause 3.9(c)(ii)A; and

(iv) the Contractor has disposed of the Additional Contamination off-site to a licensed waste disposal facility in accordance with clause 3.14,

the Contract Sum will be increased by:

(v) an amount, as determined by the Principal's Representative, on the basis of rates set out in Schedule 10 as a result of the disposal of the Additional Contamination; or

(vi) to the extent that paragraph (v) does not apply, the additional costs reasonably and necessarily incurred by the Contractor as a result of the disposal of the Additional Contamination, as determined by the Principal Representative, together with the percentage referred to in Schedule 1 in respect of clause 1.1(a)(i)A applied to those additional costs,

in each case excluding the costs of delay or disruption or any other items set out in clause 3.9(e)(i).

[redacted]

3.10 Principal's Right to Access and Inspect

Subject to clause 3.15, the Contractor must:

(a) without limiting clauses 3.3 and 3.4, minimise disruption or inconvenience to:

(i) the Principal, occupiers (including railway system or rail passengers and other users), tenants and potential tenants of the Construction Site, Extra Land or any other land or buildings on or adjacent to the Construction Site or any Extra Land or a part thereof in their occupation or use of, or attendance upon, any part of the Construction Site and Extra Land, including any occupation or use of the Works, a Portion or a part thereof under clause 13.6; and

(ii) others having a right of access to the Construction Site, Extra Land or any other land or buildings on or adjacent to the Construction Site or any Extra Land; and

(b) at all times:

(i) give the Principal's Representative, the Principal, the Independent Certifier and any person authorised by either the Principal's Representative or the Principal access to:

A. the Works;

B. the Construction Site; or

C. any other areas where the Contractor's Activities are being carried out,

including unobstructed vehicular access through the Construction Site; and

(ii) provide the Principal, the Principal's Representative and the Independent Certifier with every reasonable facility necessary for the Inspection of the Contractor's Activities, including the Contractor's compliance with the Authority Approvals.

3.11 Works to be constructed within the Project Site

The Contractor must ensure that the Works are constructed within the boundaries of the Project Site except for those parts of the Works which this Contract or any relevant Third Party Agreement expressly require to be constructed outside the boundaries of the Project Site.

3.12 Temporary Areas

The Contractor must, as a condition precedent to Completion of the Works or any Portion, reinstate all Temporary Areas that have been occupied or used for the construction of the Works or the Portion to a condition at least equivalent to the condition

existing before that occupation or use except for such Temporary Areas or parts thereof which this Contract expressly states do not need to be reinstated.

3.13 Condition Surveys

The Principal has undertaken a condition survey of the properties listed in Schedule 1. The Contractor may undertake further condition surveys of these properties.

The Contractor must:

(a) identify and prepare a condition survey of all property that could be affected or damaged by the Contractor's Activities and as required by the Planning Approval;

(b) prepare this condition survey:

(i) a minimum of two weeks prior to commencing any work on the Construction Site, or on any other land which is necessary for performing the Contractor's Activities or undertaking the Works, where that work could damage property on or off the Construction Site; and

(ii) within two weeks after the Date of Completion; and

(c) in preparing the condition surveys must use suitably skilled, qualified, and experienced personnel or Subcontractor.

3.14 Waste Disposal

(a) The Contractor must remove from the Construction Site and Extra Land and dispose of any Hazardous Material, Contamination or other waste pursuant to its obligations under this Contract to a licensed waste facility in accordance with all relevant Law and Authority Approvals.

(b) The Contractor must:

(i) ensure that the entity that carries out the storage, treatment, transport and disposal of the Hazardous Material, Contamination or other waste from the Construction Site holds all relevant Authority Approvals that are necessary; and

(ii) procure and provide evidence of such Authority Approvals to the Principal's Representative upon request.

(c) The Contractor must ensure that its employees and agents, as applicable, are suitably trained in correct and safe methods of loading, unloading and handling any Hazardous Material, Contamination or other wastes and that they comply with all applicable Laws.

(d) 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 3.14, 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, Other Contractors or an agent of the Principal may have contributed to the claim, damage, expense, loss, liability, fine or penalty.

3.15 Principal not in Control

The Contractor and Principal acknowledge that nothing in this Contract including the right to inspect pursuant to clause 3.10 or any audit by the Principal or the Principal's Representative at any time will be construed to mean or imply that:

(a) the Principal has any management or control over the Contractor's Activities or the Construction Site or Extra Land; or

(b) the Principal has any responsibility for any act or omission by the Contractor or its Subcontractors or agents including compliance or non-compliance with any relevant Laws, Authority Approvals or this Contract.

3.16 Not used

3.17 Local Area Works

(a) The Contractor must carry out all Local Area Works in accordance with the requirements of this Contract and, where applicable, the requirements of any relevant Third Party Agreement.

(b) When the Contractor considers that a discrete part of the Local Area Works is complete, it must notify the Principal's Representative in writing and promptly thereafter the Principal's Representative, the Contractor and a representative of the Authority with jurisdiction over the relevant part of the Local Area Works will jointly inspect the relevant part of the Local Area Works at a mutually convenient time.

(c) When each discrete part of the Local Area Works are completed, the Contractor must provide the Principal's Representative with:

(i) written notice from the relevant Authority with jurisdiction over the relevant part of the Local Area Works stating that the Authority is satisfied that the relevant part of the Local Area Works is complete; or

(ii) if the relevant Authority has failed or refuses to provide such notice within 15 Business Days after it was requested by the Contractor:

A. a statement from the Contractor that the relevant Authority has failed to or refused to provide such notice; and

B. copies of all correspondence between the Contractor and the Authority relating to such notice and the Contractor's attempt to obtain it.

(d) Where a Third Party Agreement prescribes an alternative process for the assessment and determination of completion of a discrete part of the Local Area Works the Contractor must comply with such process and such process will take precedence to the extent of any inconsistency with clauses 3.17(b) and 3.17(c) above.

3.18 Property Works

(a) The Contractor must carry out all Property Works:

(i) in accordance with the requirements of this Contract and, where applicable, the requirements of any relevant Third Party Agreement;

(ii) in a manner which minimises inconvenience and disruption to the each Unowned Parcel Landowner; and

(iii) so that upon completion of each discrete part of the Property Works, the relevant part of the Property Works is fit for its intended purpose.

(b) The Contractor must:

(i) rehabilitate each Unowned Parcel to the state agreed with the relevant Unowned Parcel Landowner prior to commencing the work or, if no such agreement is reached, the state it was in immediately prior to the Contractor obtaining access; and

(ii) otherwise repair any damage or degradation to such a part arising out of or in any way in connection with the Contractor's Activities.

(c) When each discrete part of the Property Works is completed, the Contractor must provide the Principal's Representative with:

(i) either:

A. certificate in the form of Schedule 13 duly executed by the relevant Unowned Parcel Landowner; or

B. a release on terms otherwise satisfactory to the Principal's Representative from all claims or demands (whether for damages or otherwise howsoever arising) duly executed by the relevant Unowned Parcel Landowner,

unless the Principal's Representative confirms in writing that such a certificate or release is not required; or

(ii) if the relevant Unowned Parcel Landowner has failed or refused to provide such a certificate or release within 15 Business Days after it was requested from the relevant Unowned Parcel Landowner:

A. a statement from the Contractor that the relevant Unowned Parcel Landowner has failed to or refused to provide such certificate or release;

B. copies of all correspondence between the Contractor and the relevant Unowned Parcel Landowner relating to such certificate or release and the Contractor's attempt to obtain it; and

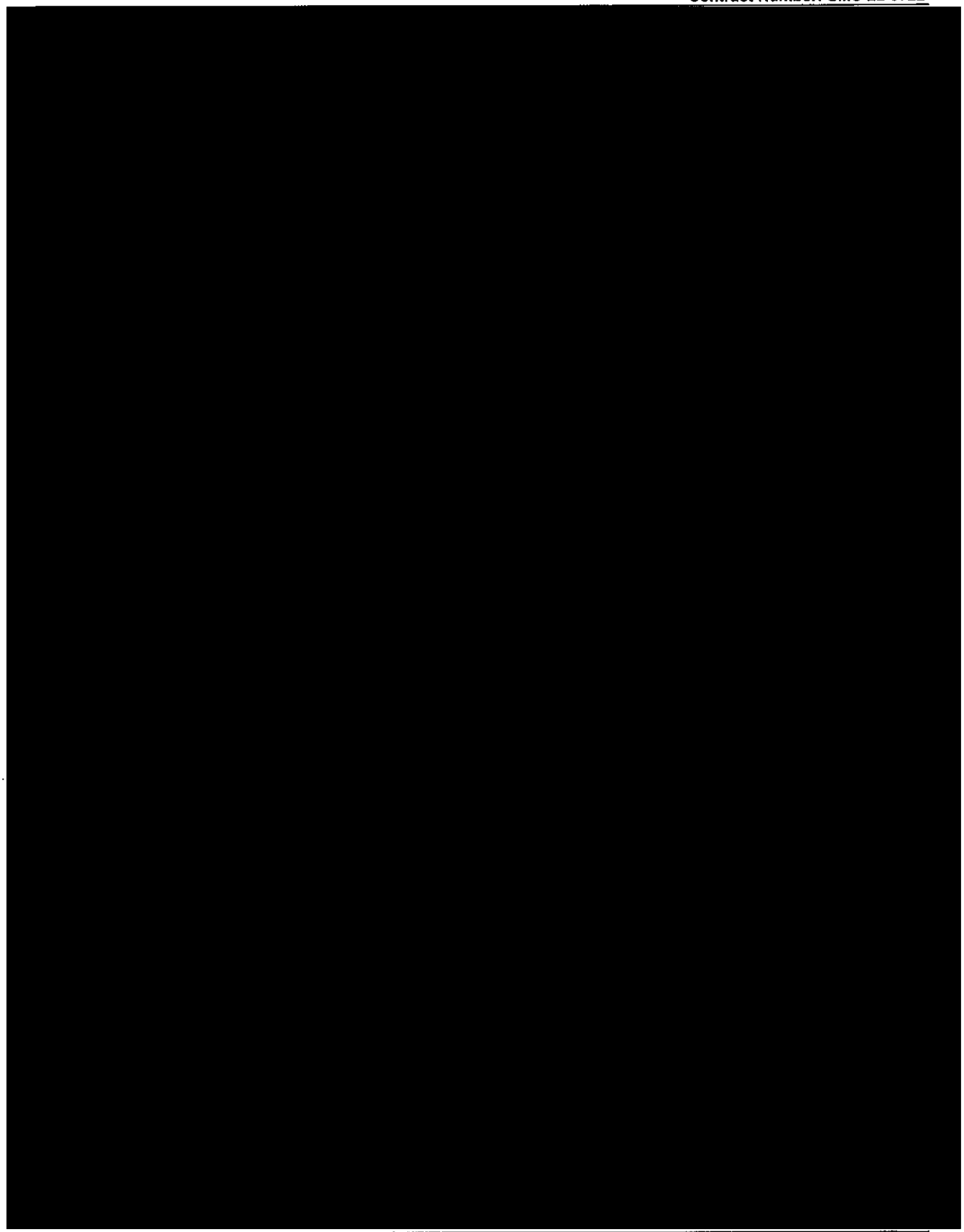
C. evidence satisfactory to the Principal's Representative that the relevant part of the Property Works is complete and satisfies the requirements of this Contract and, where applicable, the requirements of any relevant Third Party Agreement.

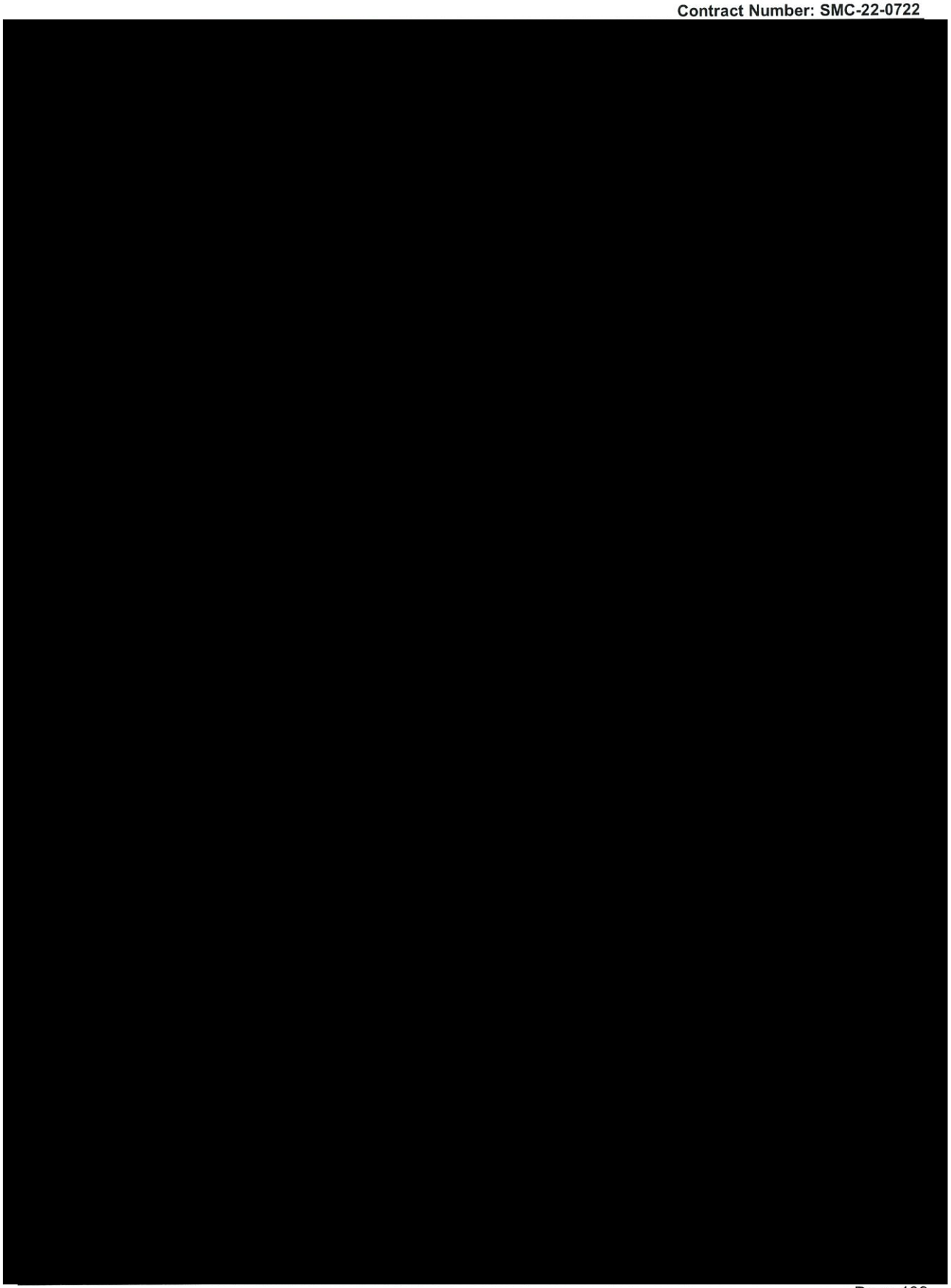
(d) The Contractor must indemnify the Principal from and against any claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with a claim by any Unowned Parcel Landowner, where:

(i) such Unowned Parcel Landowner has not duly executed a certificate in the form of Schedule 13 or a release on terms that are otherwise satisfactory to the Principal's Representative; and

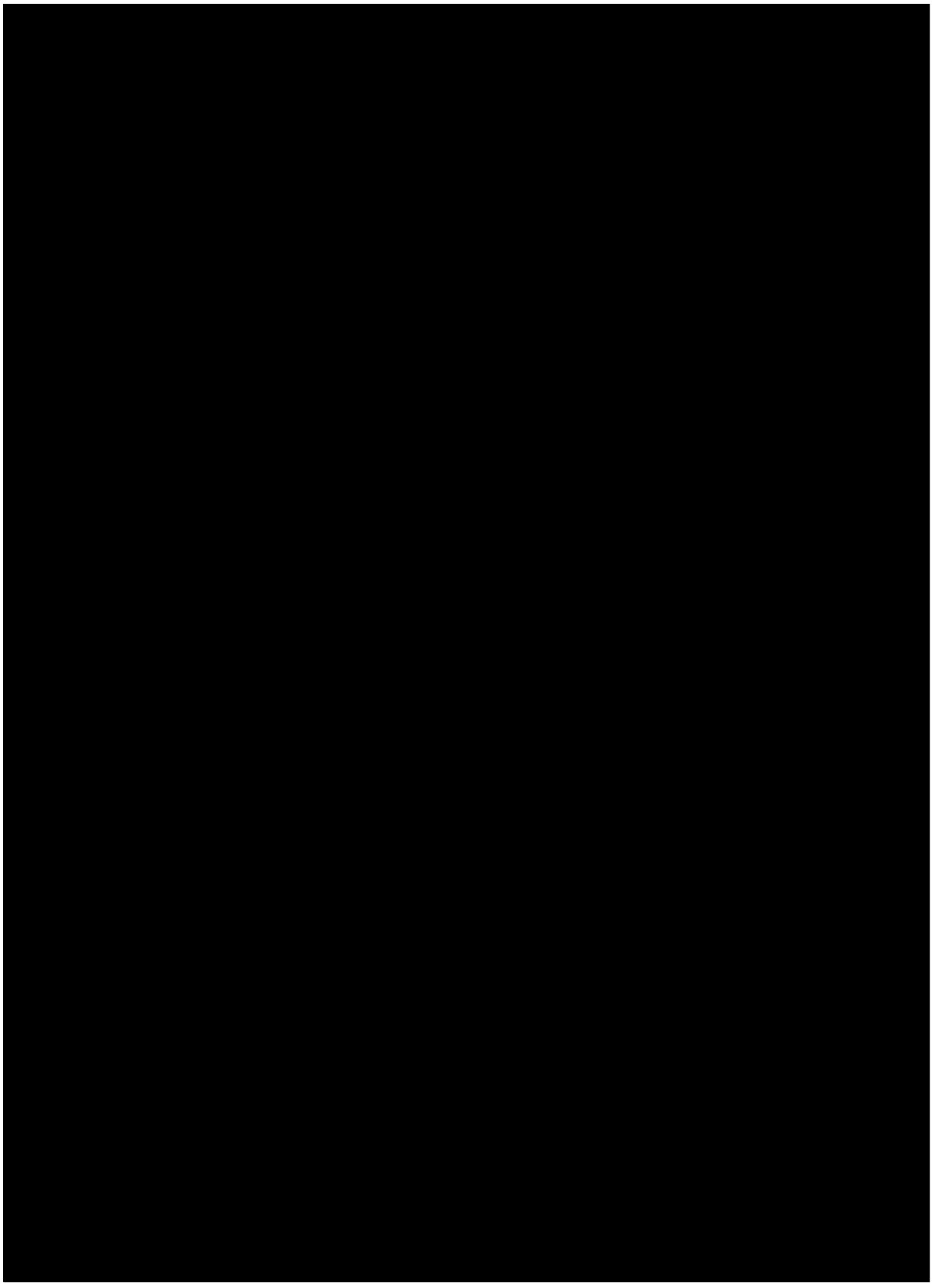
(ii) the claim or Loss arises out of or in any way in connection with the Contractor's Activities.

[redacted]





3.21



4. Compliance

4.1 Quality of Work

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

4.2 Environmental Management

The Contractor must:

(a) hold and maintain an environmental management system which complies with the requirements of SWTC for so long as any Contractor's Activities are carried out;

(b) document, implement and maintain a contract specific Construction Environmental Management Plan for the management of environmental matters in accordance with the SWTC;

(c) carry out the Contractor's Activities in accordance with the Construction Environmental Management Plan;

(d) supervise Subcontractor's activities and ensure that they are complying with all relevant Law, Authority Approvals and SWTC in relation to environmental management on the Construction Site and Extra Land; and

(e) use, and be able to demonstrate the use of, ecologically sustainable development principles (including any Sydney Metro sustainability initiatives) in the design and construction of the Works, Temporary Works and all other Contractor's Activities.

4.3 WHS Management

The Contactor must:

(a) hold and maintain an WHS management system for so long as any Contractor's Activities are carried out that complies with the WHS Guidelines and the SWTC;

(b) develop, document and implement a contract specific Project Work Health and Safety Management Plan in accordance with the WHS Guidelines and SWTC;

(c) carry out the Contractor's Activities in accordance with the Project Work Health and Safety Management Plan;

(d) create a safe working environment for ensuring the safety of all authorised personnel on the Construction Site and Extra Land and that no unauthorised individual gains access to the Construction Site; and

(e) supervise any Subcontractor's activities and ensure that they are complying with all relevant Law, Authority Approvals and the SWTC in relation to the WHS management on the Construction Site and Extra Land.

4.4 No Relief from Obligations

The Contractor will not be relieved from any of its liabilities or responsibilities under this Contract (including under clause 8 or otherwise according to Law) nor will the rights of the Principal whether under this Contract or otherwise according to Law be limited or otherwise affected, by:

(a) the implementation of, and compliance with, any management system or plan by the Contractor;

(b) compliance with the Project Plans by the Contractor;

(c) any release, authorisation, approval or agreement by the Principal's Representative, or any other person acting on behalf of the Principal or the Principal's Representative, particularly those concerning or relating to the Contractor proceeding past any hold point or witness point identified in the SWTC, the SWTC or otherwise directed by the Principal's Representative;

(d) any failure by the Principal, the Principal's Representative or any other person acting on behalf of the Principal or engaged by the Principal to detect any Defect, particularly whilst participating in any hold point or witness point procedure, including where such a failure is the result of a negligent act or omission; or

(e) any inspections arranged by the Principal's Representative under the Contract or any related discussions between the Contractor's Representative and the Principal's Representative.

4.5 AMB Authorisation

The Contractor represents and warrants that:

(a) the Contractor is a TAO; and

(b) the Contractor or its Subcontractors have obtained the relevant AMB Authorisation to carry out the Asset Lifecycle Services.

4.6 AMB Compliance

(a) Without limiting or otherwise restricting clauses 4.6(b) and 4.6(c), the Contractor must:

(i) ensure that AMB Authorisation to carry out the Asset Lifecycle Services is held and maintained for so long as the Contractor's Activities are carried out; and

(ii) comply (and must ensure that its Subcontractors and all personnel for which the Contractor is responsible comply) with the conditions of the applicable AMB Authorisation.

(b) The Contractor must (and must ensure that its Subcontractors and all personnel for which the Contractor is responsible):

(i) implement and comply with any AMB Requirements applicable to the Asset Lifecycle Services;

(ii) immediately notify the Principal's Representative in writing of any non-compliance with clauses 4.5 and 4.6;

(iii) cooperate fully with the AMB in the performance of the AMB's functions;

(iv) provide access to premises and resources as reasonably required by the AMB, including so that the AMB can effectively carry out its review, surveillance and audit functions;

(v) comply with the directions, instructions and requirements issued by the AMB;

(vi) notify the AMB of any matter that could reasonably be expected to affect the exercise of the AMB's functions;

(vii) provide the AMB with any information relating to its activities or any documents or other things reasonably required by the AMB in the exercise of its functions; and

(viii) provide the Principal with such reasonable assistance as may be reasonably required by the Principal to enable the Principal to cooperate fully with the AMB and to implement and comply with AMB Requirements.

(c) The Contractor acknowledges and agrees that it is not entitled to make (and neither the Principal nor the AMB will be liable upon) any Claim arising out of or in connection with the requirements to hold and maintain AMB Authorisation, the obligation to comply with AMB Requirements with respect to AMB Authorisation or the obligation to comply with any of the requirements of this clause 4.6.

4.7 Asset Management Information

(a) The Contractor must prepare and submit Asset Management Information for the Works or a Portion in accordance with the requirements of this Contract.

(b) All Asset Management Information must comply with the requirements of Appendix F06 of the SWTC.

(c) The Principal and the Contractor acknowledge and agree that the Independent Certifier must, within 15 Business Days of the submission of the Asset Management Information for the Works or a Portion, either:

(i) reject the Asset Management Information for a failure to comply with the requirements of this Contract, which rejection must specify what development, updating and amendment of the Asset Management Information is required (together with reasons) and a time within which this must occur; or

(ii) certify the Asset Management Information by:

A. including a notation on the Asset Management Information; and

B. providing to the Principal's Representative, the Contractor and, if required by the Principal's Representative or the Operator, a document signed by the Independent Certifier in the form in Schedule 38.

(d) If the Asset Management Information for the Works or a Portion is rejected by the Independent Certifier, the Contractor must update and resubmit the Asset Management Information and clause 4.7(c) will re-apply.

(e) The Contractor acknowledges and agrees that:

(i) the Principal's Representative and the Independent Certifier may (but are not obliged to) make comments to the Contractor; and

(ii) the Principal's Representative may (but is not obliged to) make comments (with a copy to the Contractor) to the Independent Certifier,

in respect of any Asset Management Information submitted under clause 4.7(c) or clause 4.7(d).

(f) The Principal's Representative may:

(i) provide copies of any Asset Management Information to; and

(ii) seek comments in respect of any Asset Management Information, from,

any Interface Contractor.

(g) The Principal's Representative owes no duty to the Contractor to review any Asset Management Information submitted by the Contractor for errors, omissions or compliance with this Contract.

(h) No review of, comments upon, non-rejection or rejection of any Asset Management Information by the Principal's Representative or the Independent Certifier, nor any other Direction by the Principal's Representative in respect of any Asset Management Information, will lessen or otherwise affect:

(i) the Contractor's liabilities or responsibilities under this Contract or otherwise according to Law; or

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

5. Design and Design Documentation

5.1 Contractor's Design

The Contractor:

(a) must prepare and complete the design of the Works and the Temporary Works (including the Design Documentation), so that it is fit for its intended purpose and otherwise complies with the requirements of this Contract;

(b) must prepare and complete the design of the Third Party Works (including the Design Documentation) so that it complies with the requirements of any relevant Third Party Agreement;

(c) warrants that:

(i) it has fully and carefully reviewed the SWTC;

(ii) the completed design of the Works and the Temporary Works as represented in the Design Documentation will:

A. satisfy the requirements of the SWTC and the other requirements of this Contract; and

B. be fit for their intended purposes; and

(iii) construction in accordance with the completed design of the Works and the Temporary Works will satisfy the requirements of the SWTC and the other requirements of this Contract; and

(d) warrants that:

(i) if the Works and the Temporary Works are designed and constructed using the Contractor's ECI Phase Design, the Works and the Temporary Works will satisfy the requirements of this Contract but nothing in this clause 5.1(d)(i) affects or limits clauses 5.2(b) and 5.2(c), which will prevail to the extent of any inconsistency;

(ii) it will carry out and complete the Contractor's Activities using the Contractor's ECI Phase Design but nothing in this clause 5.1(d)(ii) affects or limits clauses 5.2(b) and 5.2(c), which will prevail to the extent of any inconsistency; and

(iii) it will not make any adjustment or change to the Contractor's ECI Phase Design which is not in accordance with clause 5.2(d).

5.2 Contractor's ECI Phase Design

(a) The parties acknowledge that prior to the date of this Contract the Contractor prepared the Contractor's ECI Phase Design.

(b) The Contractor agrees that:

(i) it bears absolutely all risks howsoever they may arise as a result of the use by the Contractor of, or the reliance by the Contractor upon, the Contractor's ECI Phase Design in performing the Contractor's Activities and that such use and reliance will not limit any of its obligations under this Contract; and

(ii) it remains responsible for ensuring that the Works and the Temporary Works will satisfy the requirements of this Contract despite the Contractor's ECI Phase Design.

(c) Subject to any express entitlements under this Contract, the Contractor is responsible for, and assumes the risk of, any Loss it suffers or incurs arising out of or in connection with:

(i) the design and construction of the Works and the Temporary Works using the Contractor's ECI Phase Design costing more than the Contract Sum or taking longer than anticipated; and

(ii) any differences between the Works and the Temporary Works which the Contractor is required to design and construct (ignoring for this purpose any differences which are the subject of a Variation Order) and the Contractor's ECI Phase Design including differences required to ensure that:

A. the Works and the Temporary Works satisfy the requirements of this Contract;

B. upon Completion the Works are, and will be capable of remaining at all relevant times, fit for their intended purposes; and

C. the Temporary Works will be and remain fit for their intended purposes,

and irrespective of any assumptions, projections, estimates, contingencies or otherwise that the Contractor may have made in relation to any of the matters set out in clauses 5.2(c)(i) and 5.2(c)(ii) above.

(d) The Contractor may make changes to the Contractor's ECI Phase Design but only to the extent that:

(i) the changes will not adversely impact the:

A. durability;

B. whole of life performance;

C. environment and sustainability performance;

D. functional performance;

E. safety; or

F. whole of life costs associated with any part of the Works including the costs of operation and maintenance,

depicted or achieved by the Contractor's ECI Phase Design;

(ii) the Contractor has notified the Principal's Representative in writing of the proposed change setting out in the notice the reason for the change and a detailed analysis of the impact on the matters referred to in clause 5.2(d)(i); and

(iii) the Contractor has obtained the consent in writing of the Principal's Representative to the change (with such consent not to be unreasonably withheld and the parties agree that it will be reasonable for the Principal to withhold its consent where the change will increase the Principal's liability to an Interface Contractor or adversely affect or delay the Interface Works).

5.3 Design Documentation

(a) The Contractor must submit all Design Documentation:

(i) progressively to the Principal's Representative in accordance with all relevant Project Plans and the requirements of clause 9.8; and

(ii) at the times set out in:

A. the SWTC; and

B. the Contractor's Program; and

(iii) in the case of any Design Documentation that is required to be submitted under any relevant Third Party Agreement, in accordance with the requirements of the relevant Third Party Agreement (including to the Independent Certifier where required by the terms of any relevant Third Party Agreement).

(b) The Contractor must upon each submission of the Design Documentation to the Principal's Representative (including at the completion of the design of each design package) ensure that the Design Documentation is accompanied by the following documents:

(i) the Contractor's Certificate of Design Compliance in the form of Schedule 19;

(ii) a register of records of design verification and reviews applicable to the design package and other compliance records required by this Contract (all records being satisfactorily completed and signed);

(iii) a register of any outstanding design non-conformities and unresolved issues;

(iv) a register of deficiency notices and evidence of their close out; and

(v) a register of concessions (if any) granted for non-conforming Design Documentation.

5.3A Review and certification of Design Stage 3 Design Documentation by the Independent Certifier

(a) Where the Principal requires any Design Stage 3 Design Documentation to be reviewed and certified by the Independent Certifier, the Principal will, within 1 Business Day of receiving that Design Stage 3 Design Documentation from the Contractor, provide that Design Stage 3 Design Documentation to be reviewed and certified by the Independent Certifier any copy the Contractor when it provides that Design Stage 3 Design Documentation to the Independent Certifier.

(b) The Independent Certifier must, within 15 Business Days after receiving any Design Stage 3 Design Documentation that is provided to it for review by the Principal, review that Design Stage 3 Design Documentation and determine whether or not it complies with the requirements of this Contract (including the SWTC) and either:

(i) if the Independent Certifier considers that the Design Stage 3 Design Documentation complies with the requirements of this Contract (including the SWTC), certify the Design Documentation by:

A. including a notation on each document forming part of the Design Documentation; and

B. providing to the Principal's Representative, the Contractor and, if required by the Principal's Representative, the Operator, a certificate in the form of Schedule 37; or

(ii) if the Independent Certifier considers that the Design Stage 3 Design Documentation does not comply with the requirements of this Contract (including the SWTC) or is not sufficiently complete to enable the Independent Certifier to form a view on whether it is compliant, reject that Design Stage 3 Design Documentation by giving written notice to the Principal's Representative and the Contractor together with detailed reasons as to why the Independent Certifier considers this to be the case.

(c) If the Independent Certifier gives a notice under clause 5.3A(b)(ii) in respect of any Design Stage 3 Design Documentation that is provided to it for review by the Principal, the Contractor must promptly submit amended Design Stage 3 Design Documentation that addresses the reasons for the rejection to the Principal's Representative and the Independent Certifier and clause 5.3A(b) will reapply to the amended Design Stage 3 Design Documentation save that the period in which the Independent Certifier must review the amended Design Stage 3 Design Documentation and respond under clause 5.3A(b)(i) or 5.3A(b)(ii) will be reduced to 10 Business Days.

(d) The Contractor acknowledges and agrees that the Principal is not bound by any certification or notice given by the Independent Certifier under clause 5.3A(b) and that the Principal's Representative may, in respect of any Design Stage 3 Design Documentation that is submitted to it for review, make any determination and give any notice under clause 9.8(d)(ii) that the Principal's Representative considers appropriate.

5.4 NAC or Sub NAC Review of Design Documentation

(a) Clause 9.8 applies to all Design Documentation.

(b) The Principal's governance structure for the management of network assurance is detailed in the Sydney Metro Network Assurance Procedure (set out in the SWTC) (**Network Assurance Committee or "NAC"**).

(c) The Principal's governance structure for the management of network assurance to works on the existing Sydney Trains network is detailed in the Sydney Metro Network Assurance Sub Procedure (set out in the SWTC) (**Sub Network Assurance Committee or "Sub NAC"**).

(d) Where the Contractor has submitted Design Documentation relating to a Control Gate for the review of the Principal's Representative under clause 9.8 the Contractor must in relation to any Design Documentation relating to a Control Gate which is designated as Control Gate 3, Control Gate 4 or Control Gate 5 submit all documentation necessary and to a sufficient standard to enable acceptance for any Design Documentation in the form required by the Principal to the Principal for review (**Network Assurance Submission or "NAS"**). The Principal will determine:

(i) whether the correct Control Gate has been completed in the NAS;

(ii) if the NAS has been completed correctly with all relevant information provided;

(iii) the Contractor's processes are appropriately applied and the output of the Contractor's Activities have been validated; and

(iv) if the NAS complies with the all relevant Project Plans,

which will be deemed to be suitable for submission to the NAC or Sub NAC.

(e) If the Principal has made a determination under clause 9.8(e), the Principal will submit the NAS to the NAC or Sub NAC (as the case may be) on behalf of the Contractor at least 6 Business Days prior to such meeting with the NAC or Sub NAC following which:

(i) the Contractor must:

A. provide any materials which it intends to present at that meeting in relation to the NAS to the Principal for review (at least 2 Business Days prior to a meeting); and

B. amend the Contractor's presentation if reasonably requested by the Principal;

(ii) the Contractor must attend all meetings requested by the Principal NAC or Sub NAC and may at its own cost invite up to two subject matter experts to present the NAS to the NAC or Sub NAC; and

(iii) the Principal will advise the Contractor whether the NAS has been approved by the NAC or Sub NAC and if the NAS has been rejected the Principal shall inform the Contractor and the process under clauses 9.8(e) and 9.8(g) shall reapply.

(f) The Contractor agrees that in complying with this clause 5.4:

(i) it will review and abide by any conditions imposed by the NAC or Sub NAC in relation to the NAS which are deemed necessary and to a sufficient standard to enable acceptance by the NAC or Sub NAC as the case may be; and

(ii) the Contractor must do all reasonable things to keep itself informed of any timetables in relation to this clause 5.4 during the Contractor's Activities.

(g) Where any Design Documentation relates to a Control Gate which the Contract requires the Principal to submit to the NAC or Sub NAC, after this Design Documentation has been submitted for the review of the Principal's Representative under clause 9.8, and:

(i) the Principal's Representative gives the Contractor the notice referred to in clause 9.8(d)(ii)B in respect of that Design Documentation; or

(ii) the relevant period of time in clause 9.8(d)(ii) has expired and the Principal's Representative has not rejected the Design Documentation,

the Principal will use reasonable endeavours to carry out its obligations under this clause 5.4.

(h) Where:

(i) the Design Documentation for the relevant Contractor's design package to which clause 5.4(g) applies, complies with the requirements of this Contract;

(ii) the decision for the NAS (where relevant) for that design package is not issued within 10 Business Days after the commencement of the Principal's obligation under clause 5.4(g) to use reasonable endeavours to obtain the NAS; and

(iii) as a result, the Contractor is actually or will be delayed in achieving Completion,

the Contractor will be entitled to make a claim for an extension of time under clause 10.7.

(i) The Principal's obligations under clause 5.4 do not:

(i) create any liability for the Principal or the Independent Certifier in respect of the content of the Design Documentation; or

(ii) relieve the Contractor of its obligations in this Contract in respect of the Design Documentation.

(j) The Contractor must cooperate with the Principal's Representative and where applicable, the Independent Certifier to facilitate the review of the Design Documentation.

5.5 Copies of Design Documentation

(a) The Contractor must, in accordance with clause 5.3, progressively submit to the Principal's Representative the number of copies specified in Schedule 1 of all Design Documentation, whether complete or work in progress, which it intends to use for design or construction purposes.

(b) The Contractor must give the Principal's Representative the number of copies specified in Schedule 1 of:

(i) all survey information used in the design of the Works and the Temporary Works; and

(ii) all final Design Documentation.

(c) In the case of any Design Documentation that must be submitted under any relevant Third Party Agreement, the Contractor must submit the number of copies that are required by the relevant Third Party Agreement.

5.6 Availability of Design Documentation

The Contractor must keep available for the use of the Principal's Representative and any person authorised by the Principal's Representative:

(a) on the Construction Site, at least one complete set of all Design Documentation that the Contractor is entitled to use for construction purposes pursuant to clauses 5.4 and 9.8, and any construction related documents provided by the Principal; and

(b) at any area on or off the Construction Site where the Contractor's Activities are being carried out, one copy of each of those items specified in paragraph (a) insofar as they are relevant to the Contractor's Activities being carried out in that area.

5.7 Ownership of Contract Documentation and Methods of Working

(a) Subject to clause 5.7(c)(vii):

(i) title to and Intellectual Property in or in relation to the Contract Documentation prepared by the Contractor will vest upon its creation for the purposes of this Contract in the Principal;

(ii) to the fullest extent permitted by Law, the Contractor hereby assigns to the Principal all of its rights, titles, and interests in, and to, all Intellectual Property in or in relation to the Contract Documentation prepared by the Contractor, whenever created; and

(iii) upon request by the Principal, the Contractor must do all things necessary to vest that title or that Intellectual Property in the Principal.

(b) The Principal grants to the Contractor a licence to use and reproduce the Contract Documentation for the Contractor's Activities.

(c) The Contractor:

(i) warrants and must ensure that the Contract Documentation and any methods of working do not and will not infringe any Intellectual Property;

(ii) must indemnify the Principal against any claims against, and costs, expenses, losses and damages suffered or incurred by the Principal arising out of, or in any way in connection with, any actual or alleged infringement of any Intellectual Property in connection with the Works, the Temporary Works, the Contractor's Activities or the Contract Documentation, except to the extent that such actual or alleged infringement arises as a direct result of:

A. the Principal having provided the Contractor with material which this Contract permits the Contractor to use for the purpose of the Works, the Contractor's Activities or the Contract Documentation; and

B. the provision of that material to the Contractor being an infringement of a third party's Intellectual Property rights;

(iii) must ensure that all Subcontracts between the Contractor and all Subcontractors for design and documentation contain provisions to the same effect as clause 5.7(a);

(iv) must obtain confirmation of the inclusion of such provisions in the form of a signed acknowledgment from such Subcontractors for design and documentation;

(v) must, where requested by the Principal's Representative, obtain such an acknowledgement from other Subcontractors;

(vi) must obtain an assignment to the Principal from any third party who owns any Intellectual Property right in the Contract Documentation;

(vii) must if it is unable to obtain the assignment referred to in clause 5.7(c)(vi), grant or have granted to the Principal an irrevocable licence:

A. to use the Contract Documentation for the completion of the Works;

B. which arises immediately upon the creation of the Contract Documentation;

C. which extends to any subsequent repairs to, maintenance or servicing of, or additions or alterations to the Works; and

D. which will survive the termination of this Contract on any basis; and

(viii) must ensure that the Intellectual Property created for the purposes of this Contract is not used, adapted or reproduced other than for the purposes of this Contract without the prior written approval of the Principal (which will not be unreasonably withheld, but may be given subject to terms and conditions).

5.8 Delivery Up of Contract Documentation

If this Contract is frustrated or terminated the Contractor must:

(a) immediately deliver the original and all sets and copies of all Contract Documentation (whether complete or not), including fully detailed electronic versions in unlocked native format (with all logic links intact and nothing hidden or protected), then in existence to the Principal; and

(b) provide such details, memoranda, explanations, documentation and other assistance as the Principal reasonably requires in relation to the Contract Documentation.

5.9 Moral Rights

(a) The Contractor:

(i) warrants that the Principal's use of the Contract Documentation, or any other work provided by the Contractor under this Contract, will not infringe any author's moral rights under the *Copyright Act 1968* (Cth) or similar legislation in any jurisdiction; and

(ii) must indemnify the Principal against any claims against, or costs, expenses, losses or damages suffered or incurred by the Principal arising out of, or in any way in connection with, any actual or alleged infringement of any author's moral rights under the *Copyright Act 1968* (Cth) or similar legislation in any jurisdiction in connection with the Works, the Contractor's Activities or the Contract Documentation.

(b) For the purposes of clause 5.9(a), the Principal's use of the Contract Documentation includes the Principal's right to reproduce, publish, copy, adapt, communicate to the public, materially distort, destroy, mutilate or in any way change the Contract Documentation or part of the Works to which the Contract Documentation or any other work provided by the Contractor under this Contract relates:

(i) with or without attribution of authorship;

(ii) in any medium; and

(iii) in any context and in any way it sees fit.

6. Variations

6.1 Proposed Variations

(a) At any time prior to the Date of Completion of the Works or the last Portion to reach Completion (but without limiting clauses 8 and 14.3) 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 the Principal's Representative must state this in its "Variation Proposal Request".

(b) Within 10 Business 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 such details as may be reasonably required by the Principal's Representative.

Such details may include but not be limited to, the effect that the proposed Variation will have on:

(i) the Contract Sum and the Payment Breakdown Schedule including details of any additional direct costs and preliminaries that will be incurred;

(ii) the Contractor's Program and the Date for Completion of the Works or any relevant Portion or the Date for Milestone Achievement of any relevant Milestone; and

(iii) the performance of the Contractor's Activities, the Works and the Temporary Works (including specific details of the work that will be affected and how and to what extent it will be affected).

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

6.2 Variation Orders

(a) Whether or not the Principal's Representative has issued a "Variation Proposal Request" under clause 6.1, the Principal's Representative may at any time prior to the Date of Completion of the Works or the last Portion to reach Completion (but without limiting clauses 8 and 14.3) direct the Contractor to carry out a Variation by issuing a written document titled "Variation Order", in which the Principal's Representative will state one of the following:

(i) the proposed adjustments to the Contract Sum and the Payment Breakdown Schedule set out in the Contractor's notice under clause 6.1 are agreed and the Contract Sum and Payment Breakdown Schedule will be adjusted accordingly;

(ii) any adjustment to the Contract Sum will be determined under clause 6.4(b); or

(iii) the Variation is to be carried out as daywork and any adjustment to the Contract Sum will be determined under clause 6.7.

(b) There is no limitation on the power of the Principal's Representative to direct a Variation, and no Variation or direction to carry out a Variation will invalidate this Contract.

(c) The Contractor must comply with a "Variation Order" irrespective of:

(i) the nature, extent or value of the work the subject of the Variation;

(ii) the location or timing (including the impact on any Date for Completion) of the work involved in the Variation; or

(iii) any Dispute related to the Variation.

(d) The Contractor's entitlement (if any) to an extension of time and any time related or delay costs arising out of or in connection with a Variation will be dealt with under clause 10 and not this clause 6.2. The valuation of Variations under clause 6.4 and clause 6.7 will exclude any amount for costs incurred by the Contractor as a result of any delay or disruption caused by the Variation.

6.3 Options

The Principal's Representative may, by written notice given to the Contractor at any time on or before the date stated in Schedule 15, 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, the SWTC and the provisions of this Contract will be adjusted as set out in Schedule 15 for the relevant Option.

For the avoidance of doubt:

(a) the Principal is not under any obligation whatsoever to exercise; and

(b) the Contractor is not entitled to make, nor will the Principal be liable upon, any Claim in respect of the Principal not exercising,

any Option.

Where the Principal does not exercise its discretion to exercise an Option, the Principal may, either by itself or by third parties, undertake the work contemplated by the relevant Option.

The exercise of an Option by the Principal's Representative under this clause 6.3 will not:

(c) relieve the Contractor from its liabilities or obligations (including those arising out of any warranties given under this Contract);

(d) limit or otherwise affect the Principal's rights against the Contractor or the Contractor's rights against the Principal (including those arising out of any warranties given under this Contract); or

(e) entitle the Contractor to an extension of time,

whether under this Contract or otherwise according to any Law.

6.4 Valuation

Subject to clauses 16 and 18, the Contract Sum and the Payment Breakdown Schedule will be adjusted for all Variations that have been directed by the Principal's Representative by:

(a) to the extent that clause 6.2(a)(i) applies, the agreed amount as specified in the Variation Order; or

(b) to the extent that clause 6.2(a)(ii) applies:

(i) an amount in respect of the Variation to be determined by the Principal's Representative on the basis of (where applicable or where it is reasonable to use them for valuing the Variation):

A. the prices and rates set out in the Schedule 10; and

B. any other applicable data in this Contract; or

(ii) to the extent sub-paragraph (i) does not apply, an amount determined by the Principal's Representative on the basis of:

A. where the adjustment to the Contract Sum is to be an increase, reasonable prices and rates and additional preliminaries that will be reasonably and necessarily incurred (which are to be exclusive of any amount for off-site Overhead Costs or profit) to be agreed between the parties, or failing agreement, determined by the Principal's Representative, which will be increased by the relevant percentage set out in Schedule 1 which will be in total satisfaction of all the Contractor's off-site Overhead Costs and profit; or

B. where the adjustment to the Contract Sum is to be a decrease, reasonable prices and rates (which are to be exclusive of any amount for off-site Overhead Costs or profit) to be agreed between the parties, or failing agreement, determined by the Principal's Representative,

which will be increased by the relevant percentage set out in Schedule 1 of the total amount for off-site Overhead Costs described in section 2 of Part B of Schedule 10 and profit,

provided however that where the Principal's Representative has issued a Variation Proposal Request, the Contractor's entitlement under this clause 6.4(b) will not be greater than any amount set out in the Contractor's notice under clause 6.1.

6.5 Omissions

If a Variation the subject of a direction by the Principal's Representative requires the omission or deletion of any part of the Works:

(a) the Principal may thereafter either perform this work itself or employ or engage any other person or persons to carry out and complete the omitted or deleted work;

(b) the Principal will not be liable upon any Claim by the Contractor arising out of or in any way in connection with any work being omitted or deleted from the Contractor's Activities whether or not the Principal thereafter performs this work itself or employs or engages any other person or persons to carry out and complete the omitted or deleted work; and

(c) the adjustment to the Contract Sum arising from the work that has been omitted or deleted will be valued in accordance with clause 6.4.

6.6 Daywork

If the Contractor is given a direction under clause 6.2(a)(iii) to carry out work as daywork, the Contractor must:

(a) carry out the daywork in an efficient manner; and

(b) after the direction, each day provide the Principal's Representative with a written report in respect of that day signed by the Contractor that:

(i) records particulars of all resources used by the Contractor for the execution of the daywork; and

(ii) includes those particulars reasonably required by the Principal's Representative that evidence the cost of the daywork.

The Principal's Representative may direct the manner in which the matters referred to in clause 6.6(b) are to be recorded.

6.7 Valuation of Daywork

In valuing the adjustment to the Contract Sum arising from any work that the Principal's Representative directs to be carried out as daywork, the Principal's Representative will have regard to:

(a) the amount of wages and allowances paid or payable by the Contractor for the hours reasonably worked in respect of the daywork at the rates:

(i) set out in Schedule 10 (which rates will apply to all labour whether employed by the Contractor, a Subcontractor or otherwise);

(ii) where the rates in Schedule 10 do not apply, as established by the Contractor to the satisfaction of the Principal's Representative; or

(iii) determined by the Principal's Representative;

(b) the amount paid or payable by the Contractor in accordance with any statute or award applicable to labour additional to the amount determined under clause 6.7(a);

(c) the reasonable amount of hire charges and associated fuel and other operating costs in respect of Construction Plant approved by the Principal's Representative for use on the work in accordance with such hiring rates and conditions as may be:

(i) agreed between the Principal's Representative and the Contractor; or

(ii) failing agreement, determined by the Principal's Representative;

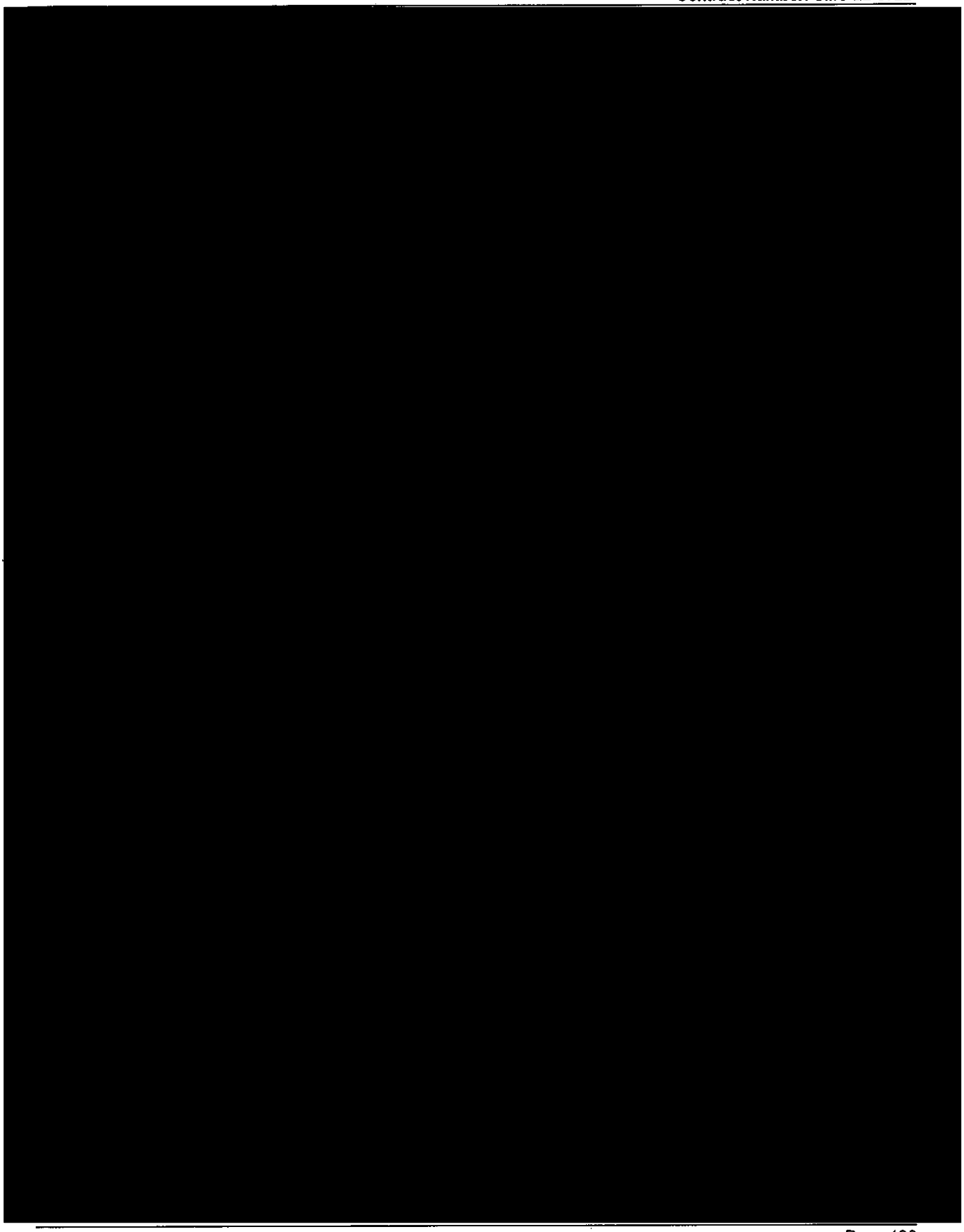
(d) the reasonable amounts paid by the Contractor for Subcontract work, including professional fees; and

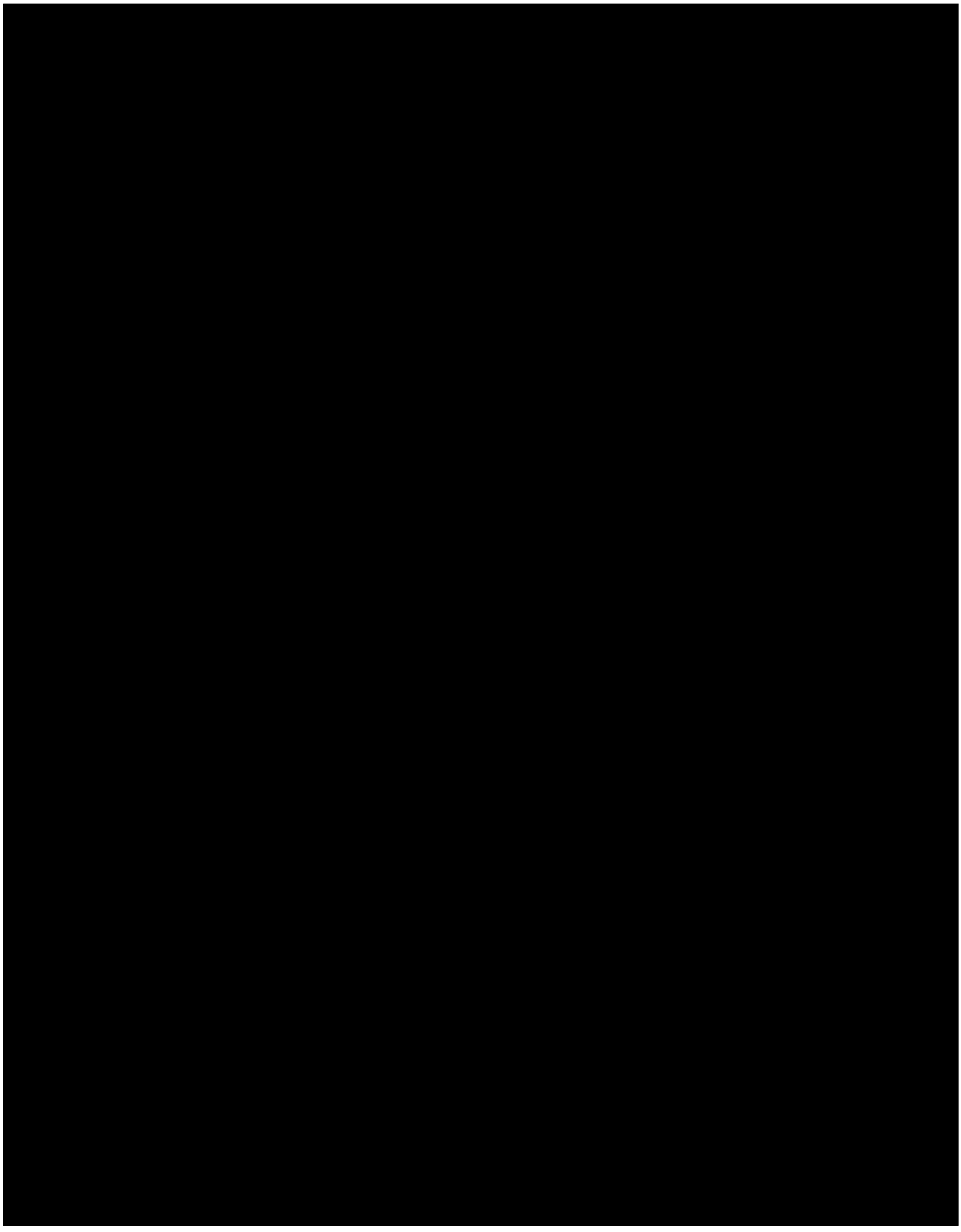
(e) the reasonable actual cost to the Contractor at the Construction Site of all materials supplied and required for the daywork,

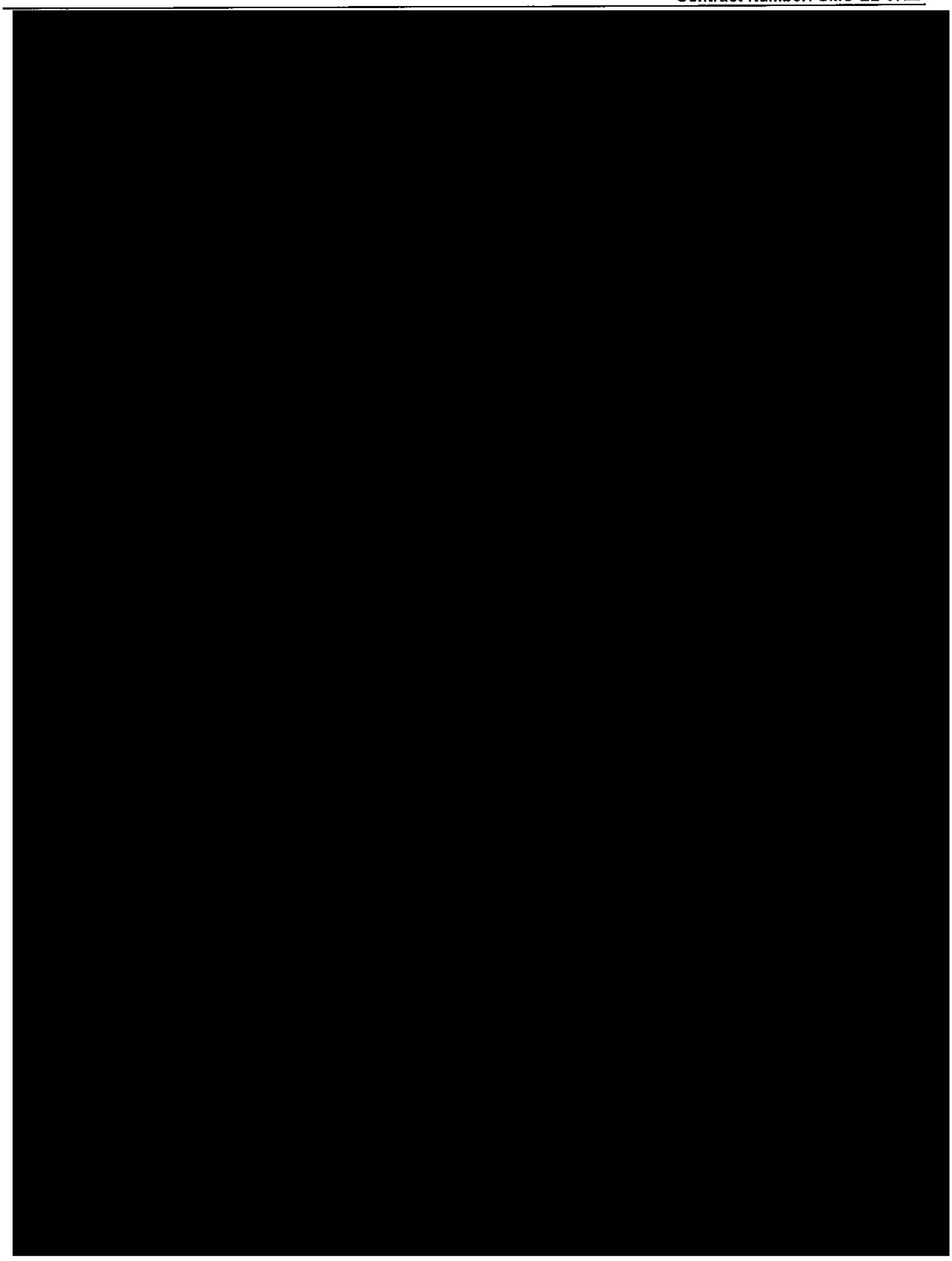
to which will be added to the extent that the rates set out in Schedule 10 are not already expressed to be inclusive of the Contractor's non-time related preliminaries, Overhead Costs and profit, the relevant percentage specified in Schedule 1 of the amounts determined under paragraphs (a) to (e), which will be in total satisfaction of all the Contractor's non-time related preliminaries, Overhead Costs and profit.

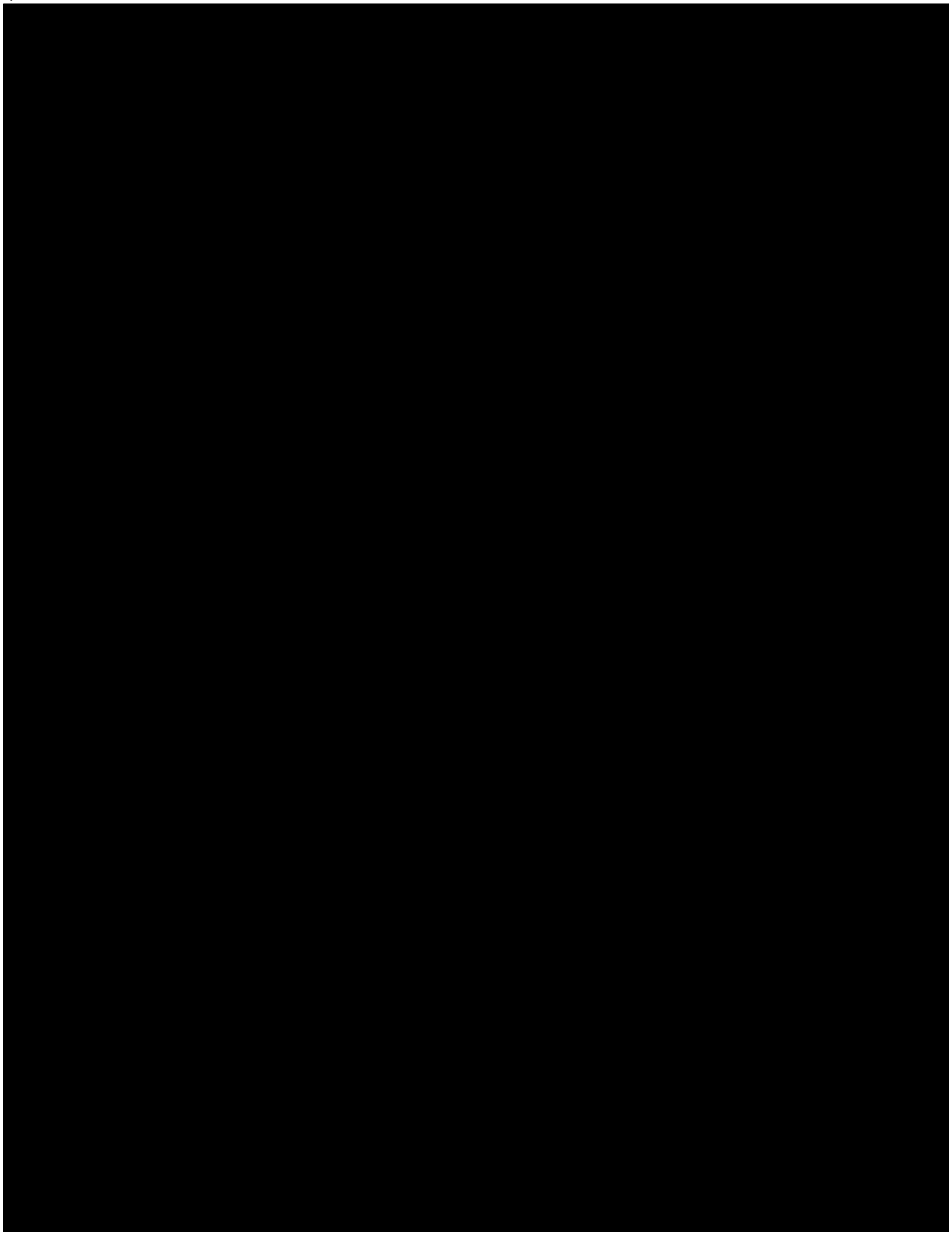
6.8 Contractor's Entitlements

This clause 6 is an exhaustive code of the Contractor's rights in any way in connection with any Variation. The Contractor waives all rights at Law to make any Claim against the Principal in any way in connection with any of the matters set out in this clause 6.8 otherwise than in accordance with the terms of this Contract.









[redacted]

7. Construction

7.1 Construction

(a) The Contractor must construct and handover to the Principal (or its nominee) the Works and construct the Temporary Works:

(i) in accordance with:

A. subject to clause 7.1(b), the SWTC and any Design Documentation that has been prepared by the Contractor in accordance with the requirements of the Contract and not rejected by the Principal's Representative under clause 9.8;

B. any direction of the Principal's Representative given or purported to be given under a provision of this Contract; and

C. the other requirements of this Contract; and

(ii) so that they are fit for their intended purposes.

(b) If there is any ambiguity, discrepancy or inconsistency between this Contract (including the SWTC) and any Design Documentation which has been prepared by the Contractor and not rejected by the Principal's Representative under clause 9.8, then, unless otherwise directed by the Principal's Representative, the requirements of this Contract will prevail.

(c) At monthly intervals during the construction work and at the Completion of the Works or each Portion, the Contractor must submit to the Principal's Representative a Certificate of Construction Compliance in the form of Schedule 20.

7.2 All Work Included

The Contractor:

(a) warrants it has allowed for the provision of;

(b) must undertake and provide; and

(c) will not be entitled to make, and the Principal will not be liable upon, any Claim except as otherwise provided for in this Contract, relating to the provision of,

all Construction Plant, Temporary Works, labour, materials and other work necessary to execute the Contractor's Activities, whether or not expressly mentioned in this Contract

or anticipated by the Contractor, and agrees that all such Construction Plant, Temporary Works, labour, materials and work forms part of the Contractor's Activities.

7.3 Provisional Sum Work

(a) 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.

(b) Where the Principal's Representative gives the Contractor a notice requiring the Contractor to proceed with an item of Provisional Sum Work, the Contract Sum will be adjusted for the item of Provisional Sum Work by the difference between:

(i) the amount allowed for the item of Provisional Sum Work in Schedule 44; and

(ii) either:

A. an amount agreed between the Contractor and the Principal's Representative; or

B. if they fail to agree, an amount determined by the Principal's Representative on the basis set out in clause 6.4(b) as if the item of Provisional Sum Work were a Variation,

and in each case excluding the percentage referred to in clause 6.4(b)(ii)A or 6.4(b)(ii)B or any other amount for the Contractor's Overhead Costs or profit unless clause 7.3(c) applies.

(c) If the total aggregate amount of direct costs incurred by the Contractor in performing Provisional Sum Work exceeds the total aggregate amount of all Provisional Sums included in Schedule 44, the Contractor will be entitled to be paid an additional amount for the Contractor's Overhead Costs and profit calculated by multiplying the amount of such exceedance by the percentage set out in Schedule 1. Except as contemplated by this clause 7.3(c), the Contractor is not entitled to be paid any amounts for overheads and profit in respect of Provisional Sum Work other than those amounts that have already been allowed for in the Original Contract Price.

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

(i) the Contract Sum will be reduced by the amount allowed for the item of Provisional Sum Work in Schedule 1;

(ii) the Principal may thereafter either carry out the Provisional Sum Work itself or engage any other person or persons to carry out the item of Provisional Sum Work; and

(iii) the Principal will not be liable upon any Claim by the Contractor arising out of the deletion of the item of Provisional Sum Work.

7.4 Co-operation with Other Contractors

Without limiting or being limited by clause 2.9, the Contractor must:

(a) permit Other Contractors to carry out their work;

(b) fully co-operate with Other Contractors;

(c) carefully coordinate and interface the Contractor's Activities with the work carried out or to be carried out by Other Contractors; and

(d) carry out the Contractor's Activities so as to minimise any interfering with, disrupting or delaying the work of Other Contractors.

The Principal shall procure that each of its Other Contractors that undertakes work on part of the Construction Site during any period in which the Contractor has been engaged as principal contractor in respect of that part of the Construction Site executes a deed poll in favour of the Contractor, as principal contractor, and the Principal substantially in the form set out in Schedule 23 and provide the Contractor with an executed copy of each such deed poll.

7.5 Setting Out

The Contractor must:

(a) set out the Works in accordance with the requirements of this Contract, based on information and survey marks (including any survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring work) identified by the Contractor that are suitable for their purposes;

(b) carry out any survey (including providing all instruments and things) that may be necessary for this purpose; and

(c) for this purpose keep all survey marks in their true positions.

If the Contractor discovers an error in the position, level, dimensions or alignment of any part of the Works, the Contractor must immediately notify the Principal's Representative and, unless the Principal's Representative otherwise directs, the Contractor must at its cost rectify the error.

7.6 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) for its review under clause 9.8 a Survey Plan for the Works or the relevant Portion that:

(i) has regard to the setback requirements in the National Construction Code;

(ii) has regard to any stratum lots whether above or below ground;

(iii) has regard to the survey control requirements of any relevant Rail Transport Agency;

(iv) shows the location of all Monuments, and their relation to horizontal and vertical boundaries;

(v) shows all internal title boundaries;

(vi) shows all easements; and

(vii) shows the location of the Works and all Utility Services; and

(b) a Survey Certificate which complies with all Law addressed to the Principal and signed by a land surveyor registered under the *Surveying and Spatial Information Act 2002* (NSW) stating that:

(i) the whole of the Works or the Portion has been constructed within the relevant boundaries Project Site except for those parts of the Works that are required by the terms of this Contract or any relevant Third Party Agreement to be constructed outside the boundaries of the Project 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) the survey information included in the configuration materials provided pursuant to the SWTC 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.

7.7 Cleaning Up

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

(a) keep the Construction Site, Extra Land and the Works clean and tidy and free of refuse;

(b) regularly remove rubbish, litter, graffiti and surplus material from the Construction Site and Extra Land; and

(c) as a condition precedent to Completion of the Works or a Portion, remove all rubbish, surplus materials, Construction Plant and Temporary Works from the Construction Site and Extra Land or the part of the Construction Site or Extra Land relevant to the Works or the Portion.

7.8 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) The Contractor must:

(i) ensure that in carrying out the Contractor's Activities:

A. it complies with all Law, including the WHS Law, and other requirements of this Contract for work health, safety and rehabilitation management;

B. all Subcontractors comply with the requirements referred to in this clause 7.8 and their respective obligations under the WHS Legislation; and

C. it complies with its obligations 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;

(ii) notify the Principal's Representative immediately (and in the 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, unless otherwise directed by the Principal;

(iii) institute systems to obtain regular written assurances from all Subcontractors about their ongoing compliance with the WHS Legislation including the due diligence obligation contained therein;

(iv) provide the Principal's Representative with the written assurances obtained pursuant to sub-paragraph (iii), together with written assurance(s) from the Contractor about the Contractor's ongoing compliance with the WHS Legislation;

(v) provide the Principal's Representative with a written report at each meeting in accordance with clause 9.5, on all work health, safety and rehabilitation matters (including matters concerning or arising out of, or in any way in connection with, this clause 7.8), or any other relevant matters as the Principal's Representative may require from time to time, including a summary of the Contractor's compliance with the WHS Legislation;

(vi) consult, cooperate and coordinate with all Other Contractors and the Principal to ensure that all parties are able to comply with their respective obligations under the WHS Legislation;

(vii) exercise a duty of the utmost good faith to the Principal in carrying out the Works to enable the Principal to discharge the Principal's duties under the WHS Legislation;

(viii) ensure that it does not do anything or fail to do anything that would cause the Principal to be in breach of the WHS Legislation; and

(ix) ensure its Subcontracts include provisions equivalent to the obligations of this clause 7.8.

(c) Without limiting clause 17.14 the Principal may take any action necessary to protect or to prevent or minimise risks to, the Works, the Environment, 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 (including any reasonable legal fees), loss or liability that the Principal suffers or incurs arising out of or in any way in connection with:

(i) taking the action contemplated in this clause 7.8(c); 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.

7.9 Construction Plant and Materials Removal

Except for the purpose of achieving Completion as contemplated by clause 7.7(c), the Contractor must not remove from the Construction Site or the Contractor's Activities any:

(a) significant materials or major items of Construction Plant; or

(b) materials or Construction Plant specified in any written notice issued by the Principal's Representative,

without the prior written approval of the Principal's Representative, which approval will not be unreasonably withheld.

7.10 Principal Supplied Items

(a) The Principal must:

(i) make available the Principal Supplied Items to the Contractor:

A. at its own cost;

B. at the respective places referred to in Schedule 27; and

C. by the respective date referred to in Schedule 27; and

(ii) use its best endeavours to procure that the Contractor has the benefit of any warranty obtained by the Principal in respect of any Principal Supplied Item.

(b) The Contractor:

(i) agrees that, in respect of Principal Supplied Items, the:

A. Contractor:

1) warrants that it has reviewed the SWTC and any relevant specification, and made whatever other enquiries and investigations it considers necessary relating to each of the Principal Supplied Items and is satisfied that they satisfy and will allow the Contractor to satisfy the requirements of this Contract;

2) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with any Principal Supplied Item except under clause 10 if a Principal Supplied Item is not made available by the relevant date set out in Schedule 27; and

3) is not relieved from and remains liable for complying with, all of its obligations under this Contract, despite the Principal making available the Principal Supplied Items; and

B. *Sale of Goods Act 1923* (NSW) does not apply to the Principal's obligations under clause 7.10(a) and the Principal makes no representation as to the quality, performance, merchantability or fitness of the Principal Supplied Items; and

(ii) must:

A. at its own cost and risk, transport each Principal Supplied Item from the respective place referred to in Schedule 27 to the Construction Site or Extra Land (as applicable); and

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

7.11 Rail Safety

(a) In carrying out any part of the Contractor's Activities which require Accreditation as a Rail Infrastructure Manager, the Contractor:

(i) must comply with all conditions of the Principal's Accreditation as a Rail Infrastructure Manager and the Principal's Safety Management System;

(ii) must not do anything that may cause the Principal to breach its obligations under the Rail Safety National Law; and

(iii) must ensure that the Contractor's Subcontractors engaged in or in connection with the Contractor's Activities, comply with clauses 7.11(a)(i) and 7.11(a)(ii).

(b) In carrying out any part of the Contractor's Activities which require Accreditation as a Rolling Stock Operator, the Contractor must:

(i) ensure that the Contractor, or one of the Contractor's Subcontractors, holds the necessary Accreditation for that part of the Contractor's Activities; and

(ii) comply with the conditions of that Accreditation.

(c) Without limiting or otherwise affecting any other provision under this Contract, the Contractor must, and must ensure that the Contractor's Subcontractors, comply with all obligations under the Rail Safety National Law including entering into interface agreements required by Part 3 of the Rail Safety National Law in respect of any part of the Contractor's Activities which require Accreditation as a Rolling Stock Operator.

(d) 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 any way in connection with the Contractor's failure to comply with this clause 7.11.

7.12 Track Possessions and power isolations

(a) Tables 1, 2 and 3 in Schedule 29 identify the Track Possessions at the date of this Contract that the relevant Rail Transport Agency or ARTC may make available to the Contractor at no cost.

(b) The Contractor must liaise with the relevant Rail Transport Agency or ARTC (as applicable) to procure for the benefit of the Contractor the Track Possessions set out in Schedule 29.

(c) The Contractor must, as a condition to receiving an Extended Track Possession contemplated in Table 2 of Schedule 29:

(i) provide the Principal with no less than 14 weeks' notice of the date that it intends to handback the Extended Track Possession; and

(ii) handback the current Extended Track Possession by the date so notified and in condition acceptable to the Principal.

(d) If the Contractor fails to handback the current Extended Track Possession by the date notified to the Principal under clause 7.12(c)(i), the Contractor must reapply for an Extended Track Possession and clause 7.12(c) will apply.

(e) The Contractor must:

(i) coordinate the Contractor's Activities with the calendar of available Track Possessions and make proper allowances in all programs for the calendar of available Track Possessions; and

(ii) set out in each version of the Contractor's program the Track Possessions that it proposes to utilise in carrying out the Works.

(f) The Contractor acknowledges that it will not have exclusive access to any track the subject of a Track Possession and must:

(i) without limiting clauses 7.12(b) or 7.4, coordinate its activities with whoever else is sharing the relevant Track Possession; and

(ii) allow any relevant Rail Transport Agency, ARTC and Other Contractors to pass through any track the subject of the relevant Track Possession.

(g) If the Contractor requires a Track Possession or power isolation in addition to the Track Possessions identified in clause 7.12(a) for the performance of the Contractor's Activities (***Additional Track Possession or power isolation***) the Contractor must liaise with the relevant Rail Transport Agency or ARTC (as applicable) and provide it with no less than:

(i) 26 weeks prior written notice in respect of each Additional Track Possession or power isolation that falls on a weekend; or

(ii) 20 weeks prior written notice in respect of each Additional Track Possession or power isolation that falls on a weeknight or which requires a power isolation only,

and identify whether a power isolation is required during the requested Additional Track Possession or power isolation.

(h) The Principal may assist the Contractor to obtain a requested Additional Track Possession or power isolation, but is under no obligation to do so and in no way guarantees that the requested Additional Track Possession or power isolation will be granted by any relevant Rail Transport Agency or ARTC.

(i) If an Additional Track Possession or power isolation is granted by a Rail Transport Agency or ARTC:

(i) the Contractor must make the necessary arrangements for the Additional Track Possession or power isolation; and

(ii) [redacted]

(j) The Contractor must effectively and efficiently utilise each Track Possession.

(k) The Contractor acknowledges and agrees that:

(i) the Principal or any relevant Rail Transport Agency or ARTC may alter or cancel any Track Possession, power isolation or Additional Track Possession or power isolation at any time; and

(ii) its only remedy for:

A. any failure by any relevant Rail Transport Agency or ARTC to provide a Track Possession or power isolation referred to in clause 7.12(a); or

B. cancellation of Additional Track Possession or power isolation once it has been obtained,

is set out in clauses 10.7 and 10.13.

7.13 Indemnity for delays to rail services

(a) The Contractor must:

(i) Hand Back the relevant part of the Rail Corridor by the scheduled end of any Track Possession;

(ii) not cause any delay to rail services;

(iii) in the event of an emergency, cease to occupy the relevant part of the Rail Corridor within a reasonable period of the emergency occurring; and

(iv) immediately notify Sydney Trains' or ARTC's representative (as applicable) with a copy to the Principal if the Contractor anticipates it may be late in vacating the Rail Corridor.

(b) Subject to clause 7.13(d), the Contractor must indemnify the Principal and each other State Indemnified Party against all costs, expenses, losses or damages suffered or incurred by them (including arising out of or in any way in connection with any claim by any other State Indemnified Party or ARTC, against the Principal or any liability of the Principal to any other State Indemnified Party or ARTC) if:

(i) the Contractor is late in achieving Hand Back of the relevant part of the Rail Corridor that is the subject of a Track Possession; or

(ii) there is a delay to rail services arising out of or in connection with the Contractor's Activities.

(c) The maximum liability which the Contractor will have to the Principal and the other State Indemnified Parties pursuant to clause 7.13(b) for each event described in paragraph (i) or (ii) of clause 7.13(b) will be determined on the basis of the maximum period by which any train was delayed by the event or late return of a Track Possession calculated by applying the following rates:

(i) [redacted] for each hour or part thereof that elapses during Peak Hours:

A. between the time that the relevant part of the Rail Corridor the subject of the Track Possession was scheduled to end and the Hand Back of the Track Possession; or

B. while the delay to rail services arising out of or in connection with the Contractor's Activities is subsisting; and

(ii) [redacted] per hour or part thereof that elapses outside of Peak Hours:

A. between the time that the relevant part of the Rail Corridor the subject of the Track Possession was scheduled to end and the Hand Back of the Track Possession; or

B. while the delay to rail services arising out of or in connection with the Contractor's Activities is subsisting.

(d) This clause 7.13 sets out the Principal's sole and exclusive remedy for loss as a result of an event described in clauses 7.13(b)(i) and 7.13(b)(ii).

(e) The Contractor's liability to indemnify the Principal and any other State Indemnified Party under clause 7.13(b) will be reduced proportionally to the extent that any act or omission of the Principal or any other State Indemnified

Party, the Principal's Representative, other agents of the Principal or an Other Contractor contributed to the costs, expenses, losses or damages.

(f) A delay to the commencement of a Track Possession will not:

(i) affect the Contractor's liability to indemnify the State Indemnified Parties under clause 7.13(b); or

(ii) constitute an act or omission of the Principal or any other State Indemnified Party, the Principal's Representative, other agents of the Principal or an Other Contractor for the purposes of clause 7.13(e).

8. Defects

8.1 Defects Liability

Subject to clause 8.2, the Contractor must rectify all Defects whether or not they are identified and notified by the Principal's Representative.

Without limiting the previous paragraph, the Contractor must rectify any Defects in the Works or any Portion which existed at Completion of the Works or that Portion as soon as possible after Completion of the Works or that Portion.

When rectifying Defects which existed at Completion, the Contractor must do so at times and in a manner which causes as little inconvenience to the occupants or users of the Works or Other Contractors as is reasonably possible.

8.2 Defect Notification

(a) If at any time prior to the expiration of any Defects Rectification Period (including for the avoidance of doubt prior to Completion of the Works or any Portion), the Principal's Representative discovers or believes there is a Defect, the Principal's Representative may give the Contractor a direction which identifies the Defect and does one or more of the following:

(i) requires the Contractor to rectify the Defect, or any part of it, and specifying the time within which this must occur;

(ii) advises the Contractor that the Principal will accept the work, or any part of it, despite the Defect; or

(iii) subject to clause 8.2(b), in respect of any Defect to which clause 8.3(b) applies, advises the Contractor that an Other Contractor will rectify (or has rectified) the Defect, or any part of it, or carry out (or has carried out) a Variation to overcome the Defect, or any part of it.

[redacted]

[redacted]

8.3 Rectification of Defect

If a direction is given under clause 8.2(a)(i):

(a) the Contractor must rectify the Defect (or the part of it notified):

(i) within the times specified in the Principal's Representative's direction, which will generally be limited to the periods during which the rectification work will cause minimal or no inconvenience to the operators, including any Rail Transport Agency and the Operator (where relevant), and occupants of the Works; and

(ii) if after Completion of the Works or relevant Portion:

A. at other times otherwise agreed with the Principal's Representative;

B. in accordance with the requirements of the operators of the Works, including any Rail Transport Agency and the Operator (where relevant), and any other relevant Authority;

C. so as to minimise the impact on the use of the Works or the Portion; and

D. in a manner which causes as little inconvenience as possible to users of the Works or the Portion or the public, any Utility Service or any access to the Works or the Portion; and

(b) if the Contractor does not comply with clause 8.3(a)(i), the Principal's Representative may, without prejudice to any other rights that the Principal may have against the Contractor with respect to the Defect under this Contract or otherwise at Law, give the Contractor a direction under clause 8.2(a)(iii) and have the rectification work carried out at the Contractor's expense, and the cost of the rectification work incurred by the Principal will be a debt due from the Contractor to the Principal.

The Contractor must pay the Principal all costs incurred by the Principal in providing access to the Works, or arranging the availability of any resources (including the resources of any other Rail Transport Agency), as may be necessary for the Contractor to rectify any Defect during the Defects Rectification Period.

8.4 No Claim for Correction of Defect

Where a direction is given under clause 8.2(a)(i), the Contractor will not be entitled to make a Claim against the Principal for rectifying the Defect (or the part notified) and must bear all costs, losses and expenses suffered or incurred in rectifying the Defect.

8.5 Acceptance of Work

If a direction is given under clause 8.2(a)(ii):

(a) where the value to the Principal of the Works is reduced (which will include having regard to any additional operating or maintenance costs) arising out of or in any way in connection with the Defect (or the part notified), the Contract Sum will be reduced by the amount determined by the Principal's Representative as the higher of the cost of rectifying the Defect (or the part notified) and the diminution in the value to the Principal of the Works; or

(b) where the value to the Principal of the Works increases because of the acceptance of the Defect (or the part notified):

(i) the Principal's Representative will determine an amount by subtracting the cost of rectifying the Defect from the increased value of the Works; and

(ii) the Contract Sum will:

A. be reduced by the amount determined by the Principal's Representative, where that amount is negative; and

B. not be changed where the amount determined by the Principal's Representative is positive.

8.6 Extension of Defects Rectification Period

If:

(a) the Principal's Representative gives the Contractor a notice under clause 8.2(a)(i) during any Defects Rectification Period; and

(b) the Contractor rectifies the Defect (or the part notified),

the relevant Defects Rectification Period for the work required by the notice will be extended by the period set out in Schedule 1, commencing upon completion of the rectification of the Defect (or the part notified).

8.7 Defect Rectification by Other Contractor

Where a direction is given under clause 8.2(a)(iii):

(a) without limiting or otherwise affecting clauses 2.9 or 7.4, the Contractor must not impede the Other Contractor from having sufficient access to the

Construction Site or Extra Land to rectify the Defect or carrying out the Variation; and

(b) any costs, losses or damages suffered or incurred by the Principal arising out of or in any way in connection with, the Other Contractor rectifying the Defect or carrying out the Variation, will be a debt due from the Contractor to the Principal.

8.8 Rights Not Affected

Neither the Principal's rights, nor the Contractor's liability, whether under this Contract or otherwise according to Law in respect of Defects, whether before or after the expiration of any relevant Defects Rectification Period, will be in any way affected or limited by:

(a) the rights conferred upon the Principal or the Principal's Representative by this clause 8 or any other provision of this Contract;

(b) the exercise of, or the failure by the Principal or the Principal's Representative to exercise, any such rights; or

(c) any notice or direction of the Principal's Representative under clause 8.2.

9. Administration

9.1 Principal's Representative

(a) The Principal must ensure that at all times until Final Completion there is a Principal's Representative. The Contractor acknowledges and agrees that the Principal's Representative will give directions and carry out all its other functions under this Contract as the agent of the Principal (and not as an independent certifier, assessor or valuer) and is subject to the directions of the Principal.

A discretion (including an absolute or sole discretion), power or decision of the Principal's Representative is validly and properly exercised or made for the purposes of this Contract if exercised or made (or if it is not exercised or made) by the Principal's Representative:

(i) independently;

(ii) after consultation with the Principal and its advisers; or

(iii) as directed by the Principal.

Any control or influence exercised by the Principal over the Principal's Representative does not:

(iv) affect the valid and proper exercise of any power or discretion (including an absolute or sole discretion) or the making of a decision by the Principal's Representative; or

(v) entitle the Contractor to make any Claim against the Principal's Representative or the Principal, or to challenge the effect or validity of the discretion (including an absolute or sole discretion), power, or decision.

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

Except where this Contract otherwise provides, the Principal's Representative may give a direction orally but will as soon as practicable confirm it in writing.

(b) The parties acknowledge that any direction by the Principal's Representative under one of the clauses referred to in Schedule 1 is an interim position only and that, without limiting the rights of the Principal's Representative under clause 11.3, either party may seek to have any such direction opened up, reviewed, decided and substituted pursuant to clause 16 by giving a notice of dispute to the other party and the Principal's Representative in accordance with clause 16.

(c) The Principal will not be liable upon any Claim by the Contractor arising out of or in connection with any such direction by the Principal's Representative in circumstances where it is incorrect, subsequently overturned pursuant to clause 16 or is unreasonable (other than in accordance with the corrected determination). The Contractor acknowledges and agrees that its sole means of redressing any errors contained in or associated with any such direction by the Principal's Representative is by giving a notice of dispute in accordance with clause 16.

9.2 Replacement of the Principal's Representative

The Principal may at any time replace the Principal's Representative, in which event the Principal must appoint another person as the Principal's Representative and notify the Contractor of that appointment.

Any substitute Principal's Representative appointed under this clause 9.2 will be bound by anything done by the former Principal's Representative to the same extent as the former Principal's Representative would have been bound.

9.3 Delegation of Functions

(a) The Principal's Representative may:

(i) by written notice to the Contractor appoint persons to exercise any of the Principal's Representative's functions under this Contract;

(ii) not appoint more than one person to exercise the same function under this Contract; and

(iii) revoke any appointment under clause 9.3(a)(i) by notice in writing to the Contractor.

(b) The Principal's Representative may continue to exercise a function under this Contract despite appointing another person to exercise the function under clause 9.3(a)(i).

(c) All references in this Contract to the Principal's Representative include a reference to an appointee appointed under clause 9.3(a)(i).

9.4 Contractor's Personnel

(a) The Contractor must notify the Principal's Representative in writing of the name of the Contractor's Representative (who at the date of this Contract is the relevant person listed in Schedule 1) and of any subsequent changes.

(b) The Contractor must:

(i) employ the individuals nominated by the Contractor and listed in Schedule 1 in the positions specified in Schedule 1 or equivalent positions;

(ii) subject to clause 9.4(b)(iii), not replace the individuals referred to in clause 9.4(b)(i) without the Principal's Representative's prior written approval which will not be unreasonably withheld; and

(iii) if any of the individuals referred to in clause 9.4(b)(i):

A. dies;

B. becomes unable to continue in their positions due to illness;

C. resigns from the employment of the Contractor (other than to accept other employment with the Contractor or any "related body corporate" of the Contractor (as that term is defined in section 9 of the *Corporations Act 2001* (Cth)); or

D. becomes the subject of a direction under clause 9.4(c),

replace them with personnel of at least equivalent experience, ability, knowledge and expertise approved by the Principal's Representative.

(c) The Principal's Representative may, at its absolute discretion and without being obliged to give any reasons, by notice in writing direct the Contractor to remove any person (including a person referred to in clause 9.4(a) or clause 9.4(b)) from the Construction Site and the Contractor's Activities. The Contractor must then cease to engage that person in the Contractor's Activities and must appoint a replacement.

(d) The Contractor must ensure that any person the subject of a direction under clause 9.4(c) is not again employed in the Contractor's Activities or on the Construction Site.

(e) Any direction under clause 9.1(a) will be deemed to have been given to the Contractor if given to the Contractor's Representative. Matters within the knowledge of the Contractor's Representative will be deemed to be within the knowledge of the Contractor.

9.5 Site Meetings

The Contractor must convene meetings on the Construction Site or such other place (or places) as the Principal's Representative may direct at:

(a) prior to the Date of Completion of the Works or the last Portion to reach Completion, weekly or such longer intervals as may be directed in writing by the Principal's Representative; and

(b) monthly intervals after the Date of Completion of the Works or the last Portion to reach Completion until all Defects Rectification Periods (including any extension under clause 8.6), have expired or at such other intervals as may otherwise be agreed.

9.6 Environmental Representative

The Contractor acknowledges and agrees that:

(a) the Principal has appointed the Environmental Representative as required by an Authority Approval;

(b) the Environmental Representative:

(i) is independent of the parties;

(ii) shall oversee the implementation of all environmental management plans and monitoring programs required under the Planning Approval, and shall advise the Principal upon achievement of the outcomes contemplated in the Planning Approval;

(iii) shall advise the Principal and the Principal's Representative on the Contractor's compliance with the Planning Approval; and

(iv) shall have the authority and independence to:

A. direct the Contractor as to; or

B. advise the Principal's Representative to direct the Contractor as to,

reasonable steps the Contractor must take to avoid or minimise unintended or adverse environmental impacts;

(c) it must comply with the directions of the Environmental Representative or the Principal's Representative as contemplated by clause 9.6(b)(iv); and

(d) it bears the full risk of complying with any directions given by the Environmental Representative or the Principal's Representative as contemplated by clause 9.6(c) and none of the Principal, the Principal's Representative or the Environmental Representative will be liable upon any Claim arising out or in any way in connection with such directions.

9.7 Industrial Relations

The Contractor must in carrying out the Contractor's Activities:

(a) assume sole responsibility for and manage all aspects of industrial relations for the Contractor's Activities;

(b) ensure all Subcontractors manage all aspects of the industrial relations with their employees appropriately;

(c) ensure that the rates of pay and conditions of employment specified in all relevant industrial, enterprise and project based agreements and awards, and any relevant Law, for all employees engaged in any capacity by any person in connection with the Contractor's Activities, are always observed in full;

(d) keep the Principal's Representative fully and promptly informed of industrial relations problems or issues that affect or are likely to affect the carrying out of the Contractor's Activities and Other Contractors' activities;

(e) without limiting clauses 2.3 and 21, comply with all the requirements of the NSW Code and the NSW Guidelines;

(f) conduct its industrial relations affairs in accordance with the Workplace Relations Management Plan developed and submitted by the Contractor in accordance with the SWTC and clause 9.8;

(g) prepare, document and implement a project Workplace Relations Management Plan which must be based on the draft outline Industrial Relations Management Plan (if any) submitted under the ECI Deed;

(h) not commence any work on the Construction Site or Extra Land until the Workplace Relations Management Plan has been submitted to the Principal's Representative and the Principal's Representative has not rejected it under clause 9.8;

(i) submit to the Principal's Representative, before beginning work on the Construction Site or Extra Land, a statement detailing:

(i) the location of time and wage records and other documents that are required to be kept to verify ongoing compliance with all employment and legal obligations;

(ii) the names of each award or enterprise agreement that is likely to cover the Contractor and Subcontractors involved in the Contractor's Activities; and

(iii) the names of those responsible for coordinating industrial relations for the Contractor's Activities;

(j) not do, or omit to do, anything that is, or is likely to be, prejudicial to the performance of the Contractor's Activities;

(k) before beginning work on the Construction Site or Extra Land, submit a statement on the Contractor's letterhead and signed by an authorised person, attesting to the Contractor's compliance, in the preceding twelve months, with all employment and legal obligations, including:

(i) payment of remuneration to employees;

(ii) annual leave provisions;

(iii) Long Service Leave Payment Scheme registration;

(iv) obligations to register workers under the *Building and Construction Industry Long Service Payments Act 1986* (NSW);

(v) workers' compensation insurance, including self-insurance arrangements;

(vi) superannuation fund membership and contributions; and

(vii) over-award payments such as redundancy fund contributions; and

(l) continue to provide during the Contractor's Activities appropriate information to verify compliance with the awards, enterprise and workplace agreements and all other legal obligations relating to the employment of people for the Contractor's Activities.

If the Contractor engages an independent industry or employer association or other specialist organisation to audit and verify compliance with employment and legal obligations, a statement or declaration from that organisation may be submitted instead of the statement by the Contractor under paragraph (i).

The industrial relations requirements contained in this Contract, the NSW Code and the NSW Guidelines:

(m) are in addition to, but are not in substitution for, any requirements of Law; and

(n) do not limit the powers of the Principal or the liabilities and responsibilities of the Contractor.

The Contractor warrants and acknowledges that it has allowed in the Original Contract Price for all the costs and expenses involved with complying with all the requirements of this Contract relating to industrial relations and all relevant awards, enterprise and industrial agreements and project specific agreements and awards.

9.8 Submission for Review by the Principal's Representative

(a) The Contractor must submit each Document:

(i) in accordance with the times stated in this Contract or otherwise progressively and in timely manner to ensure that the Contractor's Activities are commenced, progressed and completed by the times required under this Contract, and by the times or within the periods:

A. identified in the Contractor's Program which is not rejected by the Principal's Representative; or

B. in the absence of a time or period in the Contractor's Program, required by the Principal's Representative; and

(ii) under cover of a written notice entitled "Submit for Review", which identifies:

A. the Document; and

B. the provision of this Contract under which the Document is submitted.

(b) The Contractor must prepare each Document:

(i) in accordance with this Contract;

(ii) so that it is fit for its intended purpose;

(iii) so that it is free from any inconsistency, discrepancy, ambiguity, inadequacy, deficiency, error or omission; and

(iv) so that to the extent that it addresses like or interrelated subject matter, each Document is coordinated and consistent.

(c) A Document will be deemed not to have been submitted to the Principal's Representative unless and until:

(i) the Document covers, fully details and co-ordinates the whole of discrete areas of work so as to allow the area of work to be fully understood; and

(ii) the Contractor has otherwise complied with this clause 9.8, in addition to any other requirement of this Contract relating to the submission of that Document.

(d) The Principal's Representative may, after the submission of a Document which satisfies the requirements of this clause 9.8:

(i) review the Document, or any resubmitted Document, prepared and submitted by the Contractor; and

(ii) where submitted or resubmitted in accordance with a program which has not been rejected by the Principal's Representative within 20 Business Days of submission by the Contractor of such Document or resubmitted Document:

A. reject the Document if in its reasonable opinion the Document (or any part) does not comply with the requirements of this Contract, stating the nature of the non-compliance; or

B. notify the Contractor that the Document is not rejected.

(e) Subject to clause 9.8(g), if any Document is rejected under clause 9.8(d)(ii)A, the Contractor must submit an amended Document to the Principal's Representative within 10 Business Days of the date of such rejection and this clause 9.8 will re-apply save that the period in which the Principal's Representative must review the amended Document and respond under clause 9.8(d)(ii) will be reduced to 15 Business Days.

(f) Where the Document that has been rejected by the Principal's Representative under clause 9.8(d) is Design Stage 1 or Design Stage 2 Design Documentation, the Contractor may, instead of resubmitting amended Design Documentation under clause 9.8(e), submit a written notice to the Principal's Representative within the timeframe stated in clause 9.8(e) which explains how the Contractor proposes to address the non-compliance at the next Design Stage and, if the Principal's Representative is satisfied with the Contractor's proposal, the Contractor may proceed to the next Design Stage without needing to resubmit an amended version of the Design Stage 1 or Design Stage 2 Design Documentation that has been rejected, or deemed to be rejected, under clause 9.8(d).

(g) The Contractor must not commence construction of any part of the Works to which any Document (other than the Contractor's Program) submitted to the Principal's Representative applies, unless:

(i) the Principal's Representative has had the period referred to in clause 9.8(d)(ii) to review the Document and has not rejected the Document; and

(ii) in respect of Design Stage 3 Design Documentation that was provided to the Independent Certifier under clause 5.3A(a), the Independent Certifier has issued a certificate in the form of Schedule 37.

(h) The Contractor must not amend for construction purposes any Document that has:

(i) been submitted to the Principal's Representative; and

(ii) not been rejected under clause 9.8(d)(ii),

unless the Contractor submits the proposed amendments to the Principal's Representative, in which case this clause 9.8 will re-apply.

(i) The Principal's Representative and the Independent Certifier do not assume or owe any duty of care or other responsibility to the Contractor to review, or in reviewing, a Document submitted by the Contractor, including for errors, omissions or non-compliance with this Contract.

(j) The Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with the Principal's Representative or the Independent Certifier not detecting and notifying the Contractor of any errors, omissions or non-compliance with the requirements of this Contract in any Document submitted.

(k) No review of, comment upon or rejection of, non-rejection of, or failure to review or comment upon or reject, a Document prepared by the Contractor, or any other direction by the Principal's Representative or Independent Certifier in connection with the Document, will:

(i) constitute a direction to carry out a Variation pursuant to clause 6.2, unless it is in a written document titled "Variation Order" and describes the nature of the Variation in accordance with clause 6.2(a);

(ii) relieve the Contractor from or alter its liabilities or obligations, whether under this Contract or otherwise according to any Law; or

(iii) limit or otherwise affect the Principal's rights against the Contractor, whether under this Contract or otherwise according to any Law.

(l) In considering any Document, the Principal's Representative may consult with and take into account any views or requirements of any relevant Authority and any relevant Interface Contractor.

(m) Unless otherwise advised by the Principal's Representative the Contractor must submit the number of copies of a Document stated in this Contract, or if no number is stated then:

(i) an electronic version on CD (in both pdf and native formats), which must be virus free;

(ii) 1 printed original; and

(iii) 3 printed copies (2 bound and 1 unbound).

9.9 Work Method

Whether or not this Contract prescribes a particular work method or a work method is otherwise a part of this Contract or reviewed or approved (expressly or impliedly) by the Principal's Representative and, if required, the Independent Certifier, the fact that any work method that the Contractor adopts or proposes to adopt is impractical or impossible

or that the Contractor, with or without the approval of the Principal's Representative and, if required, the Independent Certifier, uses another work method will:

(a) not entitle the Contractor to make any Claim against the Principal arising out of or in any way in connection with the work method proving to be impractical or impossible or any change in the work method; and

(b) not cause the Contract to be frustrated.

9.10 Exchange of Information between Government Agencies

The Contractor authorises the Principal, its employees and agents to make information concerning the Contractor (including any information provided under clause 9.11) 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 and any information relating to the Contractor's performance under this 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, that these processes will apply to the Contractor's performance under this Contract and that it will participate in the Principal's "Contractor Performance Reporting" process.

9.11 Financial Reporting and Notifications

9.11A Financial reporting

(a) The Contractor is not obligated to comply with any requirements of this clause 9.11 that would otherwise put the Contractor (or any entity comprising the Contractor), or any Guarantor, in breach of any applicable Laws or the listing rules of any recognised stock exchange.

(b) The Contractor is not obligated to comply with any requirements of this clause 9.11 to the extent that the Contractor (or any entity comprising the Contractor), or any Guarantor, has provided the relevant documents or information to the Principal on a separate project or pursuant to a separate contract.

(c) The Contractor must give the Principal its most recent audited financial statements (as applicable) for the Contractor (or any entity comprising the Contractor) and any Guarantor:

(i) if the Contractor (or any entity comprising the Contractor) or any Guarantor is not a Listed Entity, annually (not later than 3 months from the end of the Financial Year) and half-yearly (not later than 9 months from the end of the Financial Year) once prepared; and

(ii) if the Contractor (or any entity comprising the Contractor) or any Guarantor is a Listed Entity, when Publicly Notified on an annual and half-yearly basis,

but where audited financial statements are not available for the relevant period, then management accounts including profit and loss, balance sheets and cash flow statements.

(d) The Contractor must prepare (or procure the preparation of) the accounts and financial statements required under clause 9.11A(c) in compliance with all applicable Laws and, without limitation, in accordance with the accounting principles generally accepted in Australia or the place of incorporation of the relevant entity and consistently applied.

(e) Without limiting its obligations under clause 9.11A(c), the Contractor must also provide a document in the form set out in Schedule 31 setting out the information required by that Schedule at the times the information is required by that Schedule.

(f) The Contractor must provide the documents and information required under clauses 9.11A(c) and 9.11A(e):

(i) from the date of this Contract to the achievement of Completion of the last Portion at the required frequencies; and

(ii) thereafter until Final Completion, at any time following the Principal's request, provided that the Principal may not request the relevant information at greater frequencies than those required by clauses 9.11A(c) or 9.11A(e), as relevant.

(g) The Contractor is not required to provide any documents or information under this clause 9.11A once Final Completion has been reached.

(h) If the Principal becomes aware of a Financial Capacity Event, Financial Reporting Event or Restructure Event in relation to the Contractor (or any entity that comprises the Contractor) or any Guarantor, the Principal may request the Contractor to provide information which is required by the Principal, provided that, in the case of a Listed Entity, the relevant information is Publicly Notified or is Reportable Information.

(i) The Contractor warrants that each of the documents and information required to be provided to the Principal in accordance with this clause 9.11A will be accurate, complete and correct in all respects.

9.11B Financial Assessment

Without limiting or otherwise restricting clause 9.10, the Contractor acknowledges and agrees that:

(a) the Principal may, at any time prior to Final Completion, 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

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.

9.11C Financial Reporting Events

Notwithstanding any other clause of this Contract, but subject to clause 9.11A(a), the Contractor must notify the Principal as soon as any Financial Reporting Event occurs or has occurred.

9.11D Confidentiality

Subject to clause 17.11(d), the Principal must keep confidential any information provided or communicated by the Contractor pursuant to this clause 9.11, except for any information:

(a) which is in the public domain through no default of the Principal;

(b) which is disclosed to NSW Treasury or the Principal's advisors or consultants who are subject to a duty of confidentiality to the Principal; or

(c) the disclosure of which is:

(i) required by Law or to obtain legal advice in relation to this Contract;

(ii) made following the written consent of the Contractor;

(iii) given to a court in the course of proceedings to which the Principal is a party; or

(iv) for the purposes of performing the Principal's obligations under this Contract.

9.11E Financial Mitigation Plan

(a) Subject to the requirements of all applicable Laws, the Principal may notify the Contractor if a Financial Capacity Event has occurred. In determining if a Financial Capacity Event has occurred, the Principal may have regard to the documents, information, evidence and notifications provided by the Contractor under this clause 9.11 and any other information it considers relevant in its absolute discretion.

(b) Following the occurrence of a Financial Capacity Event, the Contractor must meet with the Principal within 5 Business Days of the date of the notice

provided pursuant to clause 9.11E(a) (or such longer period as the Principal's Representative may agree) to discuss the nature of the Financial Capacity Event and its implications in respect of the obligations and liabilities of the Contractor under the Contract Documents. The Contractor must also procure the attendance at such meeting of any Guarantor specified by the Principal.

(c) The meeting is also for the purpose of:

(i) discussing any effect of the Financial Capacity Event on the ability of:

A. the Contractor to continue to perform its obligations and meet its liabilities under this Contract, including the timely performance of the Contractor's Activities and how any adverse effect will be mitigated; or

B. any Guarantor to meet its liabilities under the relevant Parent Company Guarantee;

(ii) identifying the information relating to the Contractor (or any entity that comprises the Contractor) and any Guarantor that the Principal reasonably requires in order to better understand the matters described in clause 9.11E(c)(i) and the timing for the provision of that information to the extent such information:

A. may be disclosed to the Principal without breaching any confidentiality obligations; and

B. in the case of any Listed Entity, has been Publicly Notified or is Reportable Information; and

(iii) subject to clause 9.11E(d), specifying the form, duration and content of the Financial Mitigation Plan required to be prepared by the Contractor (if the Principal, acting reasonably, requires a Financial Mitigation Plan to be prepared in response to the Financial Capacity Event) which must include details of the measures the Contractor proposes to take to avoid, mitigate or minimise any adverse effect of the Financial Capacity Event on the matters described in clause 9.11E(c)(i).

(d) The parties agree that the measures set out in the Financial Mitigation Plan for the purposes of clause 9.11E(c)(iii) must be consistent with those reasonable measures that the governing body of the Contractor and the Guarantor (as applicable) determines are in the best interest of the Contractor or the Guarantor (as applicable) in accordance with their duties and obligations under applicable Laws.

(e) If a Financial Mitigation Plan is required by the Principal, the Contractor must prepare and submit the Financial Mitigation Plan to the Principal's Representative within 15 Business Days of the meeting held pursuant to clause 9.11E(b).

(f) The Principal's Representative may:

(i) review any Financial Mitigation Plan submitted under clause 9.11E(e); and

(ii) if the Financial Mitigation Plan submitted does not, in the opinion of the Principal (acting reasonably), satisfy the requirements of clause 9.11E for the avoidance, mitigation or minimisation of any adverse effect of a Financial Capacity Event, notify the Contractor of its opinion within 10 Business Days of the date of submission of the Financial Mitigation Plan, providing written reasons.

(g) Subject to clause 9.11E(h), if the Contractor receives a notice under clause 9.11E(f)(ii), the Contractor will, within 10 Business Days (or such longer period as the Principal's Representative may agree) submit an amended Financial Mitigation Plan, or relevant part of it, to the Principal's Representative to the extent required to satisfy the requirements of clause 9.11E. If requested by either party, the Principal and the Contractor must meet within 5 Business Days to discuss the Financial Mitigation Plan. The Contractor must also procure the attendance at such meeting of any Guarantor specified by the Principal.

(h) The Contractor is not required to agree to any amendments to a Financial Mitigation Plan required by the Principal's Representative to the extent it can demonstrate, to the satisfaction of the Principal (acting reasonably), that to do so would result in a breach of directors' duties pursuant to any applicable Laws, as notified by the Contractor to the Principal, including detailed reasons.

(i) The Contractor must diligently implement a Financial Mitigation Plan submitted under clause 9.11E(e) incorporating any amendments required by clause 9.11E(g).

(j) The Contractor:

(i) must promptly update the Financial Mitigation Plan to take into account any events or circumstances, including any additional Financial Capacity Event or Financial Reporting Event, which occurs or comes into existence and which has any effect on the matters described in clause 9.11E(c)(i); and

(ii) must promptly submit each update of the Financial Mitigation Plan to the Principal's Representative, in which case clauses 9.11E(f) and 9.11E(g) shall again apply and the Contractor must comply with the then current Financial Mitigation Plan until the 10 Business Days period under clause 9.11E(f) has elapsed.

(k) The Contractor may notify the Principal's Representative at any time if the Contractor reasonably believes that a Financial Capacity Event that is the subject of the Financial Mitigation Plan has been adequately mitigated in accordance with the Financial Mitigation Plan and/or no longer subsists.

(l) If the Contractor gives a notice under clause 9.11E(k) and the Principal's Representative agrees (acting reasonably) that the Financial Capacity Event has been adequately mitigated and/or no longer subsists:

(i) the Principal's Representative must promptly provide written notice to the Contractor confirming this; and

(ii) the Contractor will be relieved of its obligation to comply with the relevant Financial Mitigation Plan under this Contract from the date of such notice.

(m) This clause 9.11 is without prejudice to and will not lessen or otherwise affect:

(i) the Contractor's obligations or liabilities under this Contract or otherwise according to Law; or

(ii) any of the Principal's rights against the Contractor, whether under this Contract or otherwise according to Law, which arise as a result of or in connection with any of the matters dealt with in this clause 9.11, including any rights arising under clause 15.

(n) The Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with the performance of any of its obligations under this clause 9.11.

9.12 Restructure Event

(a) The Contractor is not obligated to comply with any requirements of this clause 9.12 that would otherwise put the Contractor (or any entity comprising the Contractor) or any Guarantor, in breach of any applicable Laws or the listing rules of any recognised stock exchange.

(b) Subject to the terms of this clause 9.12, in respect of a Restructure Event, the Contractor must use its best endeavours to:

(i) provide prior written notice to the Principal in accordance with this clause 9.12; and

(ii) consult with the Principal in respect of the Restructure Event before the Restructure Event occurs.

(c) The Contractor must use its best endeavours to notify the Principal in writing of any Restructure Event as soon as reasonably practicable (and in any event, 10 Business Days) prior to the Restructure Event occurring, and use its best endeavours to provide:

(i) full details of the Restructure Event in the Contractor's notice under clause 9.12(b), including the acquisition of voting power, the change in equity interests or any other event which will cause or constitute the Restructure Event; and

(ii) all other information reasonably necessary for the Principal to determine whether to exercise its rights under clause 9.12(d), in relation to the Restructure Event.

(d) If a Restructure Event occurs, the Contractor acknowledges that the Principal may terminate this Contract in accordance with clause 15.4.

(e) The Contractor's notification of a Restructure Event will not relieve the Contractor of any of its obligations under this Contract.

9.13 Change in Control

(a) Subject to the terms of this clause 9.13, the Contractor must ensure that there is no Change in Control of any entity that comprises the Contractor without the prior written consent of the Principal (which must not be unreasonably withheld).

(b) The Contractor must notify the Principal in writing of any Change in Control of any entity that comprises the Contractor, and provide:

(i) full details of the Change in Control, including the acquisition of voting power, the change in equity interests or any other event which will cause or constitute the Change in Control; and

(ii) all other information necessary for the Principal to determine whether to exercise its rights under clauses 9.13(d) and 9.13(e), in relation to the Change in Control of the relevant entity that comprises the Contractor.

(c) The Principal's approval is not required for a Change in Control arising from:

(i) a transfer of any share or unit or other interest in the nature of equity which is listed on a recognised stock exchange; or

(ii) any transfer of a share or unit or other interest in the nature of equity by a person to a Related Body Corporate of that person, provided the Contractor gives the Principal prior written notice of the transfer.

(d) The Principal will be deemed to be acting reasonably if it withholds its approval to a Change in Control of an entity that comprises the Contractor where the Principal is of the reasonable opinion that:

(iii) the person or entity which will exercise Control of the Contractor or the relevant entity that comprises the Contractor:

A. is not solvent and reputable;

B. has an interest or duty which conflicts in a material way with the interests of the Principal; or

C. is involved in a business or activity which is incompatible, or inappropriate, in relation to Sydney Metro; or

(iv) as a result of the Change in Control, the Contractor will no longer:

A. have sufficient expertise and ability; or

B. be of sufficiently high financial and commercial standing,

to properly carry out the obligations of the Contractor under this Contract.

(e) If a Change in Control of any entity that comprises the Contractor occurs without the permission of the Principal (other than a Change in Control permitted under clause 9.13(c)), the Contractor acknowledges that the Principal may terminate this Contract by notice in writing to the Contractor.

(f) The Principal's approval of a Change in Control of any entity that comprises the Contractor will not relieve the Contractor of any of its obligations under this Contract.

9.14 Employment of Aboriginal and Torres Strait Islander People

The Contractor must:

(a) comply with the requirements of the NSW Government Aboriginal Procurement Policy (January 2021) (**"APP Policy"**);

(b) submit its Aboriginal Participation Plan to the Principal's Representative for review in accordance with clause 9.8, within 20 Business Days of the date of this Contract;

(c) base its Aboriginal Participation Plan on the draft Aboriginal Participation Plan submitted under the ECI Deed (if any);

(d) comply with the reporting requirements of the APP Policy;

(e) as part of the human resources input to and the documentation and implementation of the Contract Management Plan, address the employment of Aboriginal and Torres Strait Islander people and compliance with the APP Policy; and

(f) provide a final Aboriginal Participation Report to the Principal's Representative at the completion of the Works, identifying if Aboriginal participation requirements were met and following approval by the Principal, submit the report through the APIC reporting portal.

9.15 Waste Reduction and Purchasing Policy

The Contractor must:

(a) use its best endeavours to reduce wastage and increase the use of recycled materials in accordance with the GREP;

(b) address as part of the Construction Environment Management Plan the measures to be taken to reduce wastage and increase the use of recycled materials in the areas of paper products, office consumables, vegetation and landscaping materials, and construction and demolition materials; and

(c) provide reports to the Principal's Representative in such format and within such times as may be required by the Principal's Representative for the use by the Principal in complying with its GREP obligations to report performance.

9.16 Training of apprentices and trainees

(a) Subject to the express provisions of the Contract, the Contractor must comply with the NSW Procurement Board direction PBD-2016-02 Construction Apprenticeships (PBD-2016-02).

(b) Training management requirements specified in the SWTC and compliance with PBD-2016-02 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.

(c) Where applicable, as indicated in Schedule 1, at least 14 days before starting work on the Construction Site the Contractor must document and submit a Project Training Management Plan which complies with PBD-2016-02 .

(d) The Contractor must systematically manage its training management processes in accordance with the systems, plans, standards and codes specified in the Contract.

(e) The Contractor must demonstrate to the Principal, whenever requested, that it has met and is meeting at all times its obligations under this clause 9.16.

(f) The Contractor:

(i) acknowledges that the target for the engagement of apprentices and trainees engaged by the Contractor to perform the Contractor's Activities is as specified in Schedule 1 (**Training Target**);

(ii) must make reasonable endeavours to achieve the Training Target;

(iii) provide written reports to the Principal each month, and at such other times as may be requested by the Principal detailing the number of apprentices and trainees engaged by the Contractor in the Contractor's Activities against the Training Target; and

(iv) provide the Principal with all other assistance and information it requires in relation to the Contractor's performance against the Training Target in order for the Principal to comply with its reporting obligations at Law, including promptly making all relevant records available to the Principal after any written request by the Principal.

9.17 National Greenhouse and Energy Reporting Act 2007 (Cth)

The Contractor acknowledges and agrees that:

(a) if any of the Contractor's Activities, or the activities of any of the Contractor's personnel, in connection with the Contractor's Activities (the **"Relevant Matters"**) constitute a "facility" within the meaning of the NGER Legislation, then, for the purposes of the NGER Legislation, the Contractor has operational control of that facility and will comply with any obligations arising in respect of the Principal's activities under the NGER Legislation;

(b) if, despite the operation of clause 9.17(a), the Principal incurs, or (but for this clause 9.17) would incur, a liability under or in connection with the NGER Legislation as a result of or in connection with any of the Relevant Matters, and the NGER Legislation provides that such liability can be transferred by the Principal or the NSW Government or any of its agencies to the Contractor, the Contractor must, on the written request of the Principal, do all things reasonably necessary to ensure the liability is transferred to the Contractor;

(c) if the Principal requests it, the Contractor must provide Greenhouse Data to the Principal:

(i) to the extent that, in a manner and form that, and at times that, will enable the Principal to comply with the NGER Legislation irrespective of whether the Principal or the Contractor or any other person has an obligation to comply with the NGER Legislation in connection with any Relevant Matters; and

(ii) otherwise as requested by the Principal from time to time;

(d) the Contractor must also provide to the Principal all Greenhouse Data and other information which the Contractor provides to any other person under the NGER Legislation in connection with any Relevant Matters, at the same time as the Contractor provides that Greenhouse Data or other information to that other person;

(e) the Contractor must:

(i) collect and record all such Greenhouse Data as may be required to enable reporting under the NGER Legislation or enable the Contractor to discharge its obligations under this clause 9.17, and keep that Greenhouse Data for at least 7 years after the end of the year in which the Relevant Matters occur; and

(ii) permit any persons appointed or authorised by the Principal to examine, monitor, measure, copy, audit and/or verify the Greenhouse Data and co-operate with and provide all reasonable assistance to any such persons (including by doing such things as giving access to premises, plant and equipment, producing and giving access to documents and answering any relevant questions);

(f) the Principal may provide or otherwise disclose the Greenhouse Data and any other information which the Principal obtains under this clause 9.17 to any other person, and may otherwise use the Greenhouse Data and other information for any purpose as the Principal sees fit; and

(g) nothing in this clause 9.17 is to be taken as meaning that the Principal has agreed to perform any statutory obligation that the Contractor may have regarding the provision of Greenhouse Data to any Authority.

9.18 Management Review Group

(a) The Management Review Group comprises no more than two representatives from each of the Principal and the Contractor. The representatives at the date of this Contract are those persons identified in Schedule 1 as being part of the Management Review Group.

(b) The Principal's Representative may direct the attendance at Management Review Group meetings of:

(i) representatives of any of the Contractor's Subcontractors which the Principal's Representative reasonably requires; and

(ii) any other person the Principal's Representative reasonably requires from time to time.

(c) Each party acknowledges and agrees that its representatives on the Management Review Group have the authority to make decisions that bind that party.

9.19 Management Review Group functions

(a) The role of the Management Review Group is to provide leadership, governance and oversight.

(b) The functions of the Management Review Group include reviewing:

(i) the progress of the Contractor's Activities in relation to the Contractor's Program and the performance of the Contractor prior to the expiry of the final Defects Rectification Period;

(ii) issues arising out of community relations and community concerns;

(iii) issues arising out of the quality of the Contractor's Activities;

(iv) matters arising from the Design Documentation, including any proposed design changes;

(v) value engineering opportunities and potential cost savings consistent with maintaining quality and enhancing life cycle costing;

(vi) the potential impact of design and construction outcomes on operation and maintenance requirements;

(vii) all notices issued by the Contractor referred to in clauses 18.1(a) and 18.2(c);

(viii) all claims issued by the Contractor in respect of Excluded Claims;

(ix) other unresolved matters arising between the parties that are not yet a Dispute;

(x) environmental issues;

(xi) safety issues; and

(xii) any other matters determined or directed by the Principal's Representative.

(c) The Management Review Group will, in respect of potential Claims referred to in clause 9.19(b)(vii) and claims referred to in clause 9.19(b)(viii), seek to determine a resolution or process for resolution.

(d) To be effective, a determination of the Management Review Group must be:

(i) in writing;

(ii) a unanimous decision of all representatives; and

(iii) confirmed in writing by the Principal's Representative and the Contractor's Representative.

(e) If the Management Review Group makes a determination in accordance with clause 9.19(d), then:

(i) in respect of notices referred to in clause 9.19(b)(vii), clauses 18.1(b) and 18.2(d) do not apply; and

(ii) in respect of a claim referred to in clause 9.19(b)(viii), the Principal's determination in respect of that claim in accordance with the Management Review Groups determination is not subject to Dispute.

9.20 Management Review Group meetings

(a) The Management Review Group must meet:

(i) regularly in the frequency identified in Schedule 1 until the expiry of the final Defects Rectification Period or such other regular period as the Principal and the Contractor agree in writing;

(ii) in accordance with this clause 9.20; and

(iii) at other times which the Principal's Representative or the Contractor requires.

(b) The Contractor must provide the Principal's Representative with an agenda prepared in consultation with the Principal's Representative for each meeting of the Management Review Group no less than 48 hours prior to each meeting.

(c) The agenda must include:

(i) the minutes of the most recent risk management meeting, together with the current Risk Register;

(ii) full details of all Excluded Claims issued by the Contractor in the period since the last meeting of the Management Review Group; and

(iii) any other issues that may be referred to the Management Review Group by the Principal's Representative.

(d) The Principal's Representative will be the chairperson for meetings of the Management Review Group.

(e) The Principal's Representative must give all members of the Management Review Group (and any other person nominated by the Principal's Representative) minutes of the meeting within 48 hours after the meeting.

9.21 Effect of Management Review Group meetings

(a) Subject to clause 9.21(b), the Management Review Group is consultative and advisory only and nothing which occurs during or as part of the process of a meeting, no resolution or communication at any meeting (nor minutes recording any resolution or communication) of the Management Review Group will:

(i) limit or otherwise affect the rights or obligations of either party under this Contract or otherwise according to Law;

(ii) entitle a party to make any Claim against the other;

(iii) relieve a party from, or alter or affect, a party's liabilities or responsibilities whether under this Contract or otherwise according to Law;

(iv) prejudice a party's rights against the other whether under this Contract or otherwise according to Law; or

(v) be construed as or amount to a direction by the Principal or the Principal's Representative unless and until a separate direction is given to the Contractor in writing by the Principal's Representative.

(b) A determination of the Management Review Group made in accordance with clause 9.19(d) will be binding on the parties.

9.22 Independent Certifier

(a) The parties acknowledge and agree that:

(i) the Principal has entered into negotiations with the Operator in order to finalise the form of the Independent Certifier Deed but there is the possibility that the Operator will provide additional comments on the Independent Certifier Deed; and

(ii) if the Operator provides any additional comments, the parties must act in good faith in dealing with those comments and with a view to agreeing the final form of the Independent Certifier Deed as soon as possible.

(b) Once the final form of the Independent Certifier Deed is agreed in writing between the Principal, the Contractor, the Independent Certifier and the Operator:

(i) the Principal will provide the final version of the Independent Certifier Deed to the Contractor; and

(ii) the Contractor must provide to the Principal the Independent Certifier Deed, duly executed by the Contractor in the number of counterparts required by the Principal's Representative, within 10 Business Days after receipt of the final version of the Independent Certifier Deed from the Principal's Representative.

(c) Without limiting clause 9.22(a)(ii) or clause 9.22(b):

(i) the Principal's Representative may, by written notice to the Contractor and in its absolute discretion, request the Contractor to execute an IC Letter of Intent in the form attached to the Principal's Representative's notice, which must be substantially in the form set out in Exhibit H; and

(ii) if requested by the Principal's Representative, the Contractor must:

A. provide to the Principal the IC Letter of Intent, duly executed by the Contractor in the number of counterparts required by the Principal, within 10 Business Days after receipt of the Principal's Representative's request; and

B. at all relevant times thereafter comply with the terms of the IC Letter of Intent.

(d) The Independent Certifier will be engaged on the terms of:

(i) the IC Letter of Intent (if required by the Principal's Representative pursuant to clause 9.22(c)(i)); and

(ii) the Independent Certifier Deed.

(e) The Independent Certifier is obliged to act independently of the Principal and the Contractor and their respective Associates, and is not an employee, agent, contractor or consultant of the Principal or the Contractor.

(f) Both parties must provide the Independent Certifier with all information and documents and allow the Independent Certifier:

(i) to attend meetings; and

(ii) access to all premises,

as may be necessary or reasonably required by the Independent Certifier to allow the Independent Certifier to perform its obligations under the IC Letter of Intent (if applicable) and the Independent Certifier Deed.

(g) All notices and documents provided by a party to the Independent Certifier must be copied to the other party. If a party is required to provide a notice or document to the Independent Certifier within a specified time period, that notice or document must be provided to the other party within the same time period.

(h) The Principal's Representative may provide comments to the Independent Certifier in respect of the Contractor's Activities.

9.23 Effect of Independent Certifier decisions

(a) No certification or determination by the Independent Certifier will:

(i) constitute an approval by the Principal of the Contractor's performance of its obligations under this Contract;

(ii) be taken as an admission or evidence that the Works or Temporary Works or any other matters certified or determined by the Independent Certifier comply with this Contract; or

(iii) prejudice any rights or powers of the Principal under this Contract or otherwise according to Law, including any rights which the Principal may have in respect of Defects in the Works.

(b) No act or omission of the Independent Certifier, including any certification or determination by the Independent Certifier:

(i) is an act or omission by the Principal (including a breach of contract) under or in connection with the Contract Documents; or

(ii) without limiting clause 9.23(a), will give rise to any liability of the Principal to the Contractor.

9.24 Early warning procedure and risk reporting

(a) The Contractor must give early warning of a risk by notifying the Principal's Representative as soon as it becomes aware of any fact, matter or thing which may give rise to a risk of:

(i) a delay to the Completion of any Portion;

(ii) an adverse effect on the performance of the Contractor's Activities or the Works;

(iii) a Claim by the Contractor; or

(iv) a party being in breach of any term of this Contract.

(b) At the same time as it gives an early warning notification in accordance with clause 9.24(a), the Contractor must enter the risk the subject of the early warning notification on the Risk Register (which will include a description of the risk and the actions which are to be taken to avoid or mitigate the risk).

(c) The Contractor must provide to the Principal's Representative with real time access to the Risk Register or as otherwise directed by the Principal's Representative.

(d) The Contractor will attend risk management meetings with the Principal's Representative on a monthly basis or as otherwise directed by the Principal's' Representative. At risk management meetings, the parties agree to:

(i) review the current Risk Register;

(ii) develop proposals and seek solutions for avoiding or mitigating the risks listed on the Risk Register, including what assistance the Principal may be able to provide to the Contractor. The Contractor must inform the Principal's Representative if it considers any such proposal or solution would give rise to a Change or otherwise give rise to a Claim by the Contractor;

(iii) decide upon any specific action to be taken by the parties in response to the risks listed on the Risk Register; and

(iv) remove from the Risk Register those risks which have been avoided or passed.

(e) A notification, record or action under this clause 9.24 will not relieve the Contractor from or alter its liabilities or obligations under this Contract, including any and all notification obligations under this Contract.

10. Time and Progress

10.1 Rate of Progress

The Contractor must:

(a) immediately commence, and thereafter regularly and diligently progress the Contractor's Activities;

(b) proceed with the Contractor's Activities with due expedition and without delay; and

(c) achieve Milestone Achievement of each Milestone by the relevant Date for Milestone Achievement;

(d) achieve Completion of the Works and each Portion by the relevant Date for Completion.

Without limiting the Contractor's rights under the SOP Act, the Contractor must not suspend the progress of the whole or any part of Contractor's Activities except where directed by the Principal's Representative under clause 10.14.

Without limiting the next paragraphs of this clause 10.1 or clause 10.4, the Contractor must give the Principal's Representative reasonable advance notice of any information, documents or directions required by the Contractor to carry out the Contractor's Activities in accordance with this Contract.

The Principal and the Principal's Representative will not be obliged to furnish information, documents or directions earlier than the Principal or the Principal's Representative, as the case may be, should reasonably have anticipated at the date of this Contract.

10.2 The Contractor's Programming Obligations

The Contractor must:

(a) prepare and provide a Contractor's Program that complies with and includes the details required by this Contract and any requirements of the Principal's Representative;

(b) submit the Contractor's Program to the Principal's Representative for its review in accordance with clause 9.8 within the earlier of:

(i) 10 Business Days of the date of this Contract; or

(ii) any time required by the SWTC;

(c) when directed to do so by the Principal's Representative, prepare and submit to the Principal's Representative specific detailed programs and schedules for the Contractor's Activities within 5 Business Days of receipt of such a direction;

(d) update, revise and submit to the Principal's Representative an updated Contractor's Program:

(i) to allow for delays to non-critical activities, extensions of time granted by the Principal's Representative to any Date for Milestone Achievement or Date for Completion, the actual progress made by the Contractor, Variations and any other changes to the Contractor's Activities but excluding claims for extensions of time to any Date for Milestone Achievement or Date for Completion which have been submitted by the Contractor to the extent that they have not been granted by the Principal's Representative; and

(ii) on a monthly basis or whenever directed to do so by the Principal's Representative;

(e) prepare and provide for the Principal's Representative's information only versions of all Contractor's Programs prepared in accordance with clause 10.2(d) that also allow for those claims for an extension of time to any Date for Milestone Achievement or Date for Completion that have been made by the Contractor in accordance with clause 10.7(a) but to which the Principal's Representative has not yet responded in accordance with clause 10.10;

(f) comply with the requirements of the Principal's Representative and its other obligations under this Contract in preparing and using programs, including the requirements in clause 9.8; and

(g) not depart from the current version of the Contractor's Program that has been submitted to the Principal's Representative for review under clause 9.8 and not been rejected by the Principal's Representative within 15 Business Days.

The parties acknowledge and agree that the Contractor's Initial Program will be the Contractor's Program for the purpose of this Contract until the time when the first Contractor's Program has been submitted in accordance with the requirements of clause 10.2(b)(i) and not been rejected by the Principal's Representative.

10.3 Contractor not Relieved

Without limiting clause 9.8, no submission of, review of or comment upon, acceptance or rejection of, or any failure to review or comment upon or reject, a program (including the Contractor's Program) prepared by the Contractor, by the Principal's Representative in connection with the program, will:

(a) relieve the Contractor from or alter its liabilities or obligations under this Contract, including the obligation under clause 10.1;

(b) evidence or constitute notification of a delay or the claiming of or the granting of an extension of time to any Date for Milestone Achievement or Date for Completion or a direction by the Principal's Representative to compress, disrupt, prolong or vary any, or all, of the Contractor's Activities; or

(c) affect the time for the performance of the Principal's or the Principal's Representative's obligations under this Contract.

10.4 Compression by Contractor

If the Contractor chooses to compress the Contractor's Activities or otherwise accelerate progress:

(a) neither the Principal nor the Principal's Representative will be obliged to take any action to assist or enable the Contractor to achieve Milestone Achievement before any Date for Milestone Achievement or Completion before any Date for Completion;

(b) the time for carrying out the obligations of the Principal or the Principal's Representative will not be affected; and

(c) the Contractor does so at its own cost and risk.

10.5 Importance of Milestone Achievement and Completion on Time

The Contractor acknowledges:

(a) the importance of complying with its obligations under clause 10.1; and

(b) that a Date for Milestone Achievement or a Date for Completion will only be extended in accordance with clause 10.10 or clause 10.12, or when so determined under clause 16.

10.6 Risk and Notice of Delay

(a) Except as expressly provided for in clause 10.10, the Contractor accepts the risk of all delays in, and disruption to, the carrying out of the Contractor's Activities and performance of its obligations under this Contract both before and after any Date for Milestone Achievement or any Date for Completion (as applicable).

(b) The Contractor must within 5 Business Days of the commencement of an occurrence causing any delay or which is likely to cause delay, give the Principal's Representative written notice of any delay or likely delay to the carrying out of the Contractor's Activities, details of the cause and how any Date of Milestone Achievement or Date of Completion (as applicable) is likely to be affected (if at all).

10.7 Entitlement to Claim Extension of Time

(a) If the Contractor is, or will be, delayed on or prior to the Date for Milestone Achievement of a Milestone or on or prior to the Date for Completion of the Works or a Portion, by reason of:

(i) an act or omission of the Principal or the Principal's Representative (including any breach of this Contract or Variation directed by the Principal's Representative); or

(ii) a cause set out in Schedule 1,

the Contractor may claim an extension of time to the relevant Date for Milestone Achievement or Date for Completion (as applicable).

(b) If the Contractor is, or will be, delayed after the Date for Milestone Achievement of a Milestone or after the Date for Completion of the Works or a Portion, by reason of an act or omission of the Principal or the Principal's Representative (including any breach of this Contract or Variation directed by the Principal's Representative), the Contractor may claim an extension of time to the relevant Date for Milestone Achievement or Date for Completion (as applicable).

10.8 Claim for Extension of Time

(a) To claim an extension of time the Contractor must:

(i) within 10 Business Days of the commencement of the occurrence causing the delay, submit a written claim to the Principal's Representative for an extension of time to the relevant Date for Milestone Achievement or Date for Completion, which:

A. gives detailed particulars of the:

1) delay and the occurrence causing the delay; and

2) activities that are critical to the maintenance of progress in the execution of the Contractor's Activities; and

B. states the number of days for which the extension of time is claimed together with the basis of calculating that period, including evidence that the:

1) conditions precedent to an extension of time in clause 10.9 have been met; and

2) occurrence will delay it in achieving Milestone Achievement or Completion in the manner described in clause 10.7; and

(ii) if the effects of the delay continue beyond the period of 14 days after the commencement of the occurrence causing the delay and the Contractor wishes to claim an extension of time in respect of the further delay, submit a further written claim to the Principal's Representative:

A. every 14 days after the first written claim, or such other period as may be approved by the Principal's Representative in writing, until after the end of the effects of the delay; and

B. containing the information required by clause 10.8(a).

(b) The Principal's Representative may, within 10 Business Days of receiving the Contractor's claim or further claim for an extension of time for Milestone Achievement or Completion, by written notice to the Contractor, request additional information in relation to the claim or further claim and the Contractor must, within 14 days of receiving such request, provide the Principal's Representative with the information requested.

10.9 Conditions Precedent to Extension of Time

(a) It is a condition precedent to the Contractor's entitlement to an extension of time to any relevant Date for Milestone Achievement or Date for Completion that:

(i) the Contractor gives the notices and claims required by clauses 10.6(b) and 10.8 as required by those clauses;

(ii) the Contractor complies with any request for additional information under clause 10.8 within the time required;

(iii) the cause of the delay is beyond the reasonable control of the Contractor; and

(iv) the Contractor is actually, or will be, delayed:

A. on or prior to the Date for Milestone Achievement of a Milestone or on or prior to the Date for Completion of the Works or the Portion, by reason of one or more of the causes set out in clause 10.7(a) in the manner described in clause 10.7(a); or

B. after the Date for Milestone Achievement of a Milestone or after the Date for Completion of the Works or the Portion, by reason of an act or omission of the Principal or the Principal's Representative (including any breach of this Contract or Variation directed by the Principal's Representative) in the manner described in clause 10.7(b).

(b) If the Contractor fails to comply with the conditions precedent in clause 10.9:

(i) the Principal will not be liable upon any Claim by the Contractor; and

(ii) the Contractor will be absolutely barred from making any Claim against the Principal,

arising out of or in any way in connection with the event giving rise to the delay and the delay involved.

10.10 Extension of Time

Subject to clause 10.11, if the conditions precedent in clause 10.9 have been satisfied, the relevant Date for Milestone Achievement or Date for Completion will be extended by a reasonable period determined by the Principal's Representative, and notified to the Principal and the Contractor within 28 days after the latest of the:

(a) Contractor's written claim under clause 10.8;

(b) provision by the Contractor of any additional information regarding the claim required under clause 10.8; and

(c) date of the meeting of the Management Review Group at which the Contractor's written claim was considered by the Management Review Group.

A failure of the Principal's Representative to grant a reasonable extension of time to any Date for Milestone Achievement or Date for Completion or to grant an extension of time to any Date for Milestone Achievement or Date for Completion within the relevant 28 day period will not cause an affected Date for Milestone Achievement or Date for Completion to be set at large, but nothing in this paragraph will prejudice any right of the Contractor to damages.

The parties agree that if the Management Review Group determines the Contractor's claim in accordance with clauses 9.19, the Principal's Representative will extend the Date for Milestone Achievement or Date for Completion (as applicable) as determined by the Management Review Group.

10.11 Reduction in Extension of Time

The Principal's Representative will reduce any extension of time to the relevant Date for Milestone Achievement or Date for Completion it would otherwise have determined under clause 10.10 to the extent that the Contractor:

(a) contributed to the delay; or

(b) failed to take all reasonably practicable steps necessary both to preclude the cause of the delay and to avoid or minimise the consequences of the delay.

If the Contractor has been given a direction under clause 10.15(a)(ii) to Accelerate to overcome or minimise the extent and effects of some or all of a delay, then to the extent that the Contractor, but for the direction, would have been entitled to an extension of time to a Date for Milestone Achievement or Date for Completion, the Contractor will not be entitled to an extension of time to the Date for Milestone Achievement or Date for Completion for the period to which the acceleration relates.

10.12 Unilateral Extensions

Whether or not the Contractor has made, or is entitled to make, a claim for an extension of time to any relevant Date for Milestone Achievement or Date for Completion, or is entitled to be, or has been, granted an extension of time to any relevant Date for Milestone Achievement or Date for Completion, under clause 10.10, the Principal's Representative may, in its absolute discretion, for any reason and at any time, from time to time by written notice to the Contractor and the Principal, unilaterally extend any Date for Milestone Achievement or Date for Completion by any period specified in a notice to the Contractor and the Principal.

The Principal's Representative is not required to exercise its discretion under this clause 10.12 for the benefit of the Contractor.

The discretion to grant an extension of time under this clause 10.12 may only be exercised by the Principal's Representative and the exercise or failure to exercise that discretion is not a "direction" which can be the subject of a Dispute pursuant to clause 16 or in any other way opened up, reviewed or exercised by any other person in any forum (including in any expert, arbitration or litigation proceedings).

10.13 Delay Damages

For each day by which a Date for Achievement of a Milestone or the Date for Completion of the Works or a Portion is extended due to:

[redacted]

the Contractor will be entitled to be paid the additional actual costs reasonably and necessarily incurred by the Contractor as a direct result of the delay the subject of the extension of time with no margin or Contractor labour and (as determined by the Principal's Representative) [redacted] provided that the Contractor provides evidence of such costs and the Contractor demonstrates that any relevant resources cannot be redeployed or utilised for other parts of the Contractor's Activities which are not affected by an event under this clause 10.13.

In respect of costs under paragraph (b)(ii) above, the Contractor will only be entitled to its costs of plant and equipment and not any Subcontractor costs.

The valuation of entitlements to money under clauses 3.5(c), 10.1 and 14.3 is not a Variation for the purposes of clause 10.13(c).

The amounts payable pursuant to this clause 10.13 will be a limitation upon the Principal's liability to the Contractor for any delay or disruption that:

(e) the Contractor encounters in carrying out the Contractor's Activities; and

(f) arises out of, or in any way in connection with, the breach of this Contract by the Principal,

and the Contractor will not be entitled to make, nor will the Principal be liable upon, any Claim in these circumstances other than for the amount which is payable by the Principal under this clause 10.13.

10.14 Suspension

The Principal's Representative may direct the Contractor to suspend and, after a suspension has been directed, to re-commence, the carrying out of all or a part of the Contractor's Activities. Nothing in this clause limits the Principal's rights under clause 2.12.

If the suspension under this clause 10.14 arises in the circumstance set out in clause 2.12(f) then clauses 2.12(f) and 2.12(g) will apply, otherwise where it arises as a result of:

(a) the Contractor's failure to carry out its obligations in accordance with this Contract (including under clause 4.5 or clause 4.6 or where the Contractor otherwise fails to comply with its obligations in relation to engineering authorisation or AMB compliance in accordance with this Contract or where any process, procedure, test method, calculation, analysis or report required by this Contract has resulted in or will result in a non-conformance), the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of, or in any way in connection with, the suspension; or

(b) a cause other than the Contractor's failure to perform its obligations in accordance with this Contract:

(i) a direction to suspend under this clause 10.14 will entitle the Contractor to:

A. be paid by the Principal the additional costs reasonably and necessarily incurred by it as a direct result of the suspension as determined by the Principal's Representative; and

B. an extension of time to any relevant Date for Milestone Achievement or Date for Completion where it is otherwise so entitled under this clause 10;

(ii) the Contractor must take all steps possible to mitigate the additional costs incurred by it as a result of the suspension; and

(iii) the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of, or in any way in connection with, the suspension other than as allowed under this clause 10.14(b).

10.15 Directions to change sequencing, accelerate, defer activities or make accessible

(a) The Principal's Representative may, by notice in writing expressly referring to this clause 10.15(a), direct the Contractor:

(i) in what order and at what time stages or parts of the Contractor's Activities must be performed ("**Resequencing**");

(ii) to complete the Contractor's Activities in advance of the dates for completion of those activities shown on the Contractor's Program, including to:

A. achieve Milestone Achievement of any Milestone prior to the relevant Date for Milestone Achievement;

B. achieve Completion of the Works or any Portion prior to the Date for Completion; or

C. overcome or minimise the extent and effects of some or all of a delay that is the subject of a claim by the Contractor under clause 10.8(a)(i) irrespective of whether or not the cause of delay for which the Contractor has made its claim under clause 10.8(a)(i) entitles the Contractor to an extension of time to the relevant Date for Milestone Achievement or Date for Completion,

("**Acceleration**");

(iii) to defer performance of any part of the Contractor's Activities until after Milestone Achievement of a Milestone or Completion of the Works or a Portion ("**Deferred Activities**"), in which case the Contractor will not be required to complete the Deferred Activities as a condition precedent to Milestone Achievement of the Milestone or Completion of the Works or relevant Portion, and the Principal must specify a reasonable time period after Milestone Achievement or Completion within which Deferred Activities must subsequently be performed; or

(iv) to promptly make a Construction Site or part of the Construction Site accessible to an Interface Contractor to perform work even if Milestone Achievement or Completion for that work space has not been reached ("**Making Accessible**").

(b) The Principal's Representative may request that, prior to implementing any direction given under clause 10.15, the Contractor provide details of the estimated:

(i) cost impact to the Contract Sum;

(ii) impact on the Contractor's Program; and

(iii) impact on any Date for Milestone Achievement or Date for Completion (if any),

arising from the direction and the Contractor must provide such details within 15 Business Days of the Principal's Representative's request, and must use best endeavours to provide such details within 10 Business Days of the Principal's Representative's request.

(c) A direction under clause 10.15(a) may specify a revised Date for Milestone Achievement or Date for Completion as a consequence of the Resequencing, Acceleration, Deferred Activities or Making Accessible (as applicable). The revised Date for Milestone Achievement or Date for Completion may be earlier than the then current Date for Completion (as applicable).

(d) The Contractor must comply with a direction given under clause 10.15(a)(iii) and clause 10.15(a)(iv).

(e) The Contractor must comply with a direction given under clause 10.15(a)(i) and clause 10.15(a)(ii) except to the extent:

(i) it is not reasonably possible for the Contractor to perform the proposed Acceleration or Resequencing; and

(ii) the Contractor, in a notice required under clause 10.15(b) gives a detailed explanation of the reasons why it is not reasonably possible for the Contractor to perform the proposed Acceleration or Resequencing.

(f) If a direction has been given under clause 10.15(a), the Principal's Representative will, subject to clause 10.15(j), adjust the affected Date for Milestone Achievement or Date for Completion:

(i) to the new date(s) identified in the direction given under clause 10.15(a); or

(ii) if the Contractor has delivered a notice under clause 10.15(e)(ii), earlier dates determined by the Principal's Representative, having regard to what is reasonably possible.

(g) The Principal's Representative may, at any time, by notice in writing to the Contractor withdraw a direction given under clause 10.15(a) provided that, if:

(i) the Contractor has taken steps to comply with such direction, the withdrawal will be treated as a new direction given under clause 10.15(a) to which clause 10.15(h) also applies; and

(ii) the direction was given under clause 10.15(a)(ii) to overcome or minimise the extent and effects of some or all of a delay which was the subject of a claim by the Contractor under clause 10.15(a), the Contractor will be entitled to any extension of time to which it may otherwise have been entitled but reduced to the extent that any acceleration by the Contractor prior to the withdrawal of the direction has mitigated the delay, as stated by the Principal's Representative.

(h) Where the Contractor considers that a direction given under clause 10.15(a) constitutes a Variation, the Contractor must give the Principal's Representative notice under and in accordance with clause 6.

(i) If the Contractor does not give notice strictly in accordance with clause 6 it will have no Claim against the Principal in connection with a direction given under clause 10.15(a).

(j) The Contractor will have no entitlement to an extension of time or to claim any adjustment to the Contract Sum for a direction under clause 10.15(a) to the extent that:

(i) the need for Acceleration, Resequencing, Deferred Activities or Making Accessible arises out of or in connection with any breach of this Contract by the Contractor; and

(ii) the direction for Acceleration, Resequencing, Deferred Activities or Making Accessible is:

A. in effect:

1) a direction to the Contractor to perform the Contractor's Activities in accordance with this Contract (other than this clause 10.15); or

2) a direction to the Contractor to take corrective action to rectify any non-compliance with the requirements of this Contract; or

B. related to rectification of a Defect which the Contractor is liable for or obliged to correct or rectify under this Contract.

(k) Except to the extent set out in clauses 10.9, 10.15(i) and 10.15(j) does not impact the Contractor's entitlement under this Contract to an extension of time.

(l) The Principal's right to liquidated damages under:

(i) clause 13.7(a) and where applicable, common law damages pursuant to clause 13.7(d), for a failure by the Contractor to achieve Completion of the Works or a Portion by the Date for Completion;

(ii) clause 13A.6(a) and where applicable, common law damages pursuant to clause 13A.6(d), for a failure by the Contractor to achieve Milestone Achievement of a Milestone by the Date for Milestone Achievement,

will not be affected by a direction given by the Principal's Representative under this clause 10.15.

11. Payment

11.1 Contractor's Payment Entitlements

(a) Subject to clause 17.12 and to any other right to set-off that the Principal may have, the Principal must pay the Contractor the Contract Sum and any other amounts expressly payable by the Principal to the Contractor under this Contract, in accordance with the procedure in this clause 11.

(b) The Contract Sum is not subject to rise and fall.

11.2 Payment Claims

The Contractor may give the Principal's Representative a claim for payment on account of the Contract Sum and any other amount expressly payable by the Principal to the Contractor under the Contract on each Payment Claim Date.

Each claim for payment must:

(a) generally follow the form of the Payment Breakdown Schedule and otherwise be in such form as the Principal's Representative reasonably requires;

(b) include all the evidence reasonably required by the Principal's Representative of the amount of work completed in accordance with this Contract and the amount payable;

(c) for each monthly claim pursuant to clause 11.2 (a **"Progress Claim"**), set out the amount claimed for work completed in accordance with the Contract and incorporated in the Works or to which clause 11.7 applies, to the end of the previous month and details of how the amount has been calculated;

(d) include such further information and evidence in respect of the payment claim as is reasonably required by the Principal's Representative.

The Contractor may not include in any payment claim under this clause 11 any amount:

(e) for the provision of Asset Management Information until all of the information has been submitted to the Principal in accordance with the Contract and to the satisfaction of the Principal; or

(f) in respect of a Claim which is barred by clause 18.6 or any other provision of this Contract.

11.3 Payment Statements

The Principal's Representative must (on behalf of the Principal), within 10 Business Days of receiving a Progress Claim which complies with the requirements of clause 11.2, a Completion Payment Claim under clause 11.9 or a Final Payment Claim under clause 11.11, issue to the Contractor and the Principal a payment statement which, identifies the Progress Claim, Completion Payment Claim or Final Payment Claim to which it relates, and which sets out:

(a) its determination of the value of the Contractor's Activities carried out in accordance with this Contract, using the methodology in clause 11.2(c) where the payment statement relates to a Progress Claim;

(b) the amount already paid to the Contractor;

(c) the amount the Principal is entitled to retain, deduct, withhold or set-off under this Contract;

(d) the amount (if any) which the Principal's Representative believes to be then payable by the Principal to the Contractor on account of the Contract Sum and which the Principal proposes to pay to the Contractor or the amount which the Principal's Representative believes to be then payable by the Contractor to the Principal; and

(e) if the amount in paragraph (d) is less than the amount claimed in the Progress Claim, Completion Payment Claim or Final Payment Claim:

(i) the reason why the amount in paragraph (d) is less than the amount claimed in the relevant Progress Claim, Completion Payment Claim or Final Payment Claim; and

(ii) if the reason for the difference is that the Principal proposes to retain, deduct, withhold or set-off payment for any reason, the reason for the Principal retaining, deducting, withholding or setting-off payment.

The issue of a payment statement by the Principal's Representative does not constitute approval of any work nor will it be taken as an admission or evidence that the part of the Works or Contractor's Activities covered by the payment statement has been satisfactorily carried out in accordance with this Contract.

Failure by the Principal's Representative to set out in a payment statement an amount, or the correct amount, which the Principal is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to the Contractor by the Principal will not prejudice the Principal's right to subsequently exercise its right to retain, deduct, withhold or set-off any amount under this Contract.

The Contractor agrees that the amount referred to in the payment statement in respect of paragraph (d) above for the purposes of section 9 and 10 of the SOP Act, is 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.

Where the Principal has notified the Contractor in accordance with clause 19(f)(iv) 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 statement issued by the Principal's Representative give the Principal's Representative a tax invoice (which complies with the GST Legislation) for the amount of the payment statement.

11.4 Payment

(a) Where, pursuant to clause 11.3(d), the Principal's Representative sets out in a payment statement an amount payable by the Principal to the Contractor, subject to clauses 11.1, 11.2, 11.6, 11.8, 15.3, 15.7(a) and 17.12, the Principal must, within 15 Business Days of receipt of the payment claim to which the payment statement relates pay the Contractor the amount set out in the payment statement referred to in clause 11.3:

(b) Where, pursuant to clause 11.3(d), the Principal's Representative sets out in a payment statement an amount payable by the Contractor to the Principal, the Contractor must, within 5 Business Days of the Principal's Representative issuing the payment statement under clause 11.3, pay the Principal the amount set out in the payment statement referred to in clause 11.3.

11.5 Payment on Account

A payment of moneys under clause 11.4(a) is not:

(a) an admission or evidence of the value of work or that work has been satisfactorily carried out in accordance with this Contract;

(b) an admission of liability; or

(c) approval by the Principal or the Principal's Representative of the Contractor's performance or compliance with this Contract,

but is only to be taken as payment on account.

11.6 Payment Claim Requirements

Prior to making a payment claim under clause 11.2 the Contractor must have:

(a) complied with clause 1.5;

(b) provided the Principal with the unconditional undertakings and the Parent Company Guarantee (if any) required under clause 2.7;

(c) provided the Principal's Representative with:

(i) a statutory declaration by the Contractor, or where the Contractor is a corporation, by a representative of the Contractor who is in a position to know the facts attested to, in the form of Schedule 12, made out not earlier than the date of the payment claim;

(ii) a Contractor's Certificate of Design Compliance and a Contractor's Certificate of Construction Compliance, in the form of Schedule 19 and Schedule 20; and

(iii) where clause 11.16(j) applies, the statement and the evidence (if any) required to be provided by the Contractor pursuant to that clause; and

(d) effected or procured to be effected the insurances required to be effected by the Contractor by clauses 14.4, 14.5 and 14.6 and (if requested) provided evidence of this to the Principal's Representative.

11.7 Unfixed Plant and Materials

The Contractor is only entitled to make a claim for payment for plant or materials intended for incorporation in the Works but not yet incorporated, and the Principal is only obliged to make payment for such plant or materials in accordance with clause 11.4(a) if so agreed by the Principal and if:

(a) the Contractor provides evidence of:

(i) ownership of the plant or materials;

(ii) identification and labelling of the plant and materials as the property of the Principal; and

(iii) adequate and secure storage and protection;

(b) security acceptable to the Principal in the form of the unconditional undertaking in Schedule 8 issued by an Institution approved by the Principal in an amount equal to the payment claimed for the unfixed plant and materials has been provided by the Contractor to the Principal;

(c) the plant and materials are on the Construction Site or are available for immediate delivery to the Construction Site; and

(d) the insurance held and the storage arrangements for the unfixed plant and materials are acceptable to the Principal's Representative.

The only such unfixed plant or materials to be allowed for in a payment statement are those that have become or (on payment) will become the property of the Principal. Upon a payment against a payment statement that includes amounts for unfixed plant and materials, title to the unfixed plant and materials included will vest in the Principal.

The security provided in accordance with clause 11.7(b) will be released once the applicable unfixed plant and materials are incorporated into the Works and are fit for their intended purpose.

[redacted]

11.8 Payment of Employees and Subcontractors

(a) When submitting any Progress Claim, Completion Payment Claim or Final Payment Claim, the Contractor must give the Principal's Representative a statutory declaration in accordance with clause 11.6(c)(i).

(b) If any moneys are shown as unpaid in the Contractor's statutory declaration under clause 11.6(c)(i), the Principal may withhold the moneys so shown until the Contractor provides evidence to the satisfaction of the Principal's Representative that the moneys have been paid to the relevant persons.

(c) If an employee or a Subcontractor obtains a court order in respect of the moneys payable to him, her or it in respect of his, her or its employment on, materials supplied for, or work performed with respect to, the Contractor's Activities, and produces to the Principal the court order and a statutory declaration that it remains unpaid, the Principal may (but is not obliged to) pay the amount of the order and costs included in the order to the employee or Subcontractor, and the amount paid will be a debt due from the Contractor to the Principal.

(d) If the Principal receives notice of any Insolvency Event in relation to the Contractor the Principal will not make any payment to an employee or Subcontractor without the concurrence of the administrator, provisional liquidator, liquidator, trustee or official receiver, as the case may be, of the Contractor.

(e) Nothing in this clause 11.8 limits or otherwise affects the Principal's right under section 175B(7) of the *Workers Compensation Act 1987* (NSW), section 18(6) of schedule 2 of the *Payroll Tax Act 2007* (NSW) or section 127(5) of the *Industrial Relations Act 1996* (NSW).

11.9 Completion Payment Claim

No later than 28 days after the issue of the Notice of Completion for the Works or the last Portion to reach Completion, but subject to clause 11.6 the Contractor may lodge with

the Principal's Representative a payment claim marked "Completion Payment Claim" stating;

(a) the Contract Sum;

(b) all payments received on account of the Contract Sum; and

(c) the balance, if any, due to the Contractor.

The Completion Payment Claim must be accompanied by such information as the Principal's Representative may reasonably require.

With the Completion Payment Claim the Contractor must lodge with the Principal's Representative a First Statement of Outstanding Claims. The First Statement of Outstanding Claims must identify all Claims that the Contractor wishes to make against the Principal in respect of any fact, matter or thing arising out of, or in any way in connection with, the Contractor's Activities, the Works or this Contract which occurred prior to the date of submission of the Completion Payment Claim.

The Completion Payment Claim and First Statement of Outstanding Claims must address all facts, matters or things arising out of, or in any way in connection with, the Contractor's Activities, the Works or this Contract up to the date of submission of the Completion Payment Claim in respect of all Claims included in the Completion Payment Claim and First Statement of Outstanding Claims.

11.10 Release after Completion Payment Claim

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

(a) has been included in the Completion Payment Claim or First Statement of Outstanding Claims which is given to the Principal's Representative within the time required by, and in accordance with clause 11.9; and

(b) has not been barred under another provision of this Contract.

11.11 Final Payment Claim

No later than 28 days after the expiration of the last Defects Rectification Period, but subject to clause 11.6 the Contractor may lodge with the Principal's Representative a payment claim marked "Final Payment Claim" stating:

(a) the Contract Sum;

(b) all payments received on account of the Contract Sum; and

(c) 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.

With the Final Payment Claim the Contractor must lodge with the Principal's Representative a Second Statement of Outstanding Claims. The Second Statement of Outstanding Claims must identify all Claims that the Contractor wishes to make against the Principal in respect of any fact, matter or thing arising out of, or in any way in connection with, the Contractor's Activities, the Works or this Contract which occurred prior to the date of submission of the Final Payment Claim.

The Final Payment Claim and Second Statement of Outstanding Claims must address all such facts, matters or things arising out of or in any way in connection with the Contractor's Activities the Works or this Contract up to the date of submission of the Final Payment Claim in respect of all Claims included in the Final Payment Claim and Second Statement of Outstanding Claims.

11.12 Release after Final Payment Claim

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

(a) has been included in the Final Payment Claim or Second Statement of Outstanding Claims which is given to the Principal's Representative within the time required by, and in accordance with, clause 11.11; and

(b) has not been barred under another provision of this Contract.

11.13 Interest

If any moneys due to either party remain unpaid after the date upon which, or the expiration of the period within which, they should have been paid, then interest will be payable thereon from but excluding the date upon which, or the date at the end of the expiration of the period within which, they should have been paid to and including the date upon which the moneys are paid.

The rate of interest will be the rate from time to time prescribed for judgement debts under the *Uniform Civil Procedure Rules 2005* (NSW). Interest will be compounded at six monthly intervals.

This will be the party's sole entitlement to interest, including damages for loss of use of, or the cost of borrowing, money.

11.14 Correction of Payment Statements

The Principal's Representative may, in any payment statement:

(a) correct any error; and

(b) modify any assumptions or allowances made,

in any previous payment statement issued by the Principal's Representative.

11.15 Costs Allowed by Contractor

Unless otherwise provided in this Contract, it is agreed that the Contractor has, and will be deemed to have, allowed in the Original Contract Price for and will be wholly responsible for the payment of:

(a) without limiting clause 19, all customs duties, tariffs and similar taxes (other than GST) and charges paid or payable on all items that are:

(i) intended to be used for, or that are to be incorporated into, the Works; or

(ii) otherwise used for the Contractor's Activities;

(b) any long service leave levy which may be payable in respect of the Contractor's Activities or the Works;

(c) all royalties, licence fees and similar payments for Intellectual Property in respect of:

(i) the items that are intended to be used for, or that are to be incorporated into, the Works; and

(ii) all Contract Documentation; and

(d) all fluctuations in the value of the Australian dollar against other currencies.

The Contractor will have no entitlement to any increase in the Contract Sum or otherwise to make any Claim against the Principal in respect of any of those amounts, whatever they may actually be.

11.16 SOP Act

(a) The Contractor must ensure that a copy of any written communication it delivers to the Principal of whatever nature in relation to the SOP Act, including a payment claim under the SOP Act, is provided to the Principal's Representative at the same time.

(b) In responding to the Contractor under the SOP Act, the Principal's Representative acts as the agent of the Principal and the Principal authorises the Principal's Representative to issue payment schedules on its behalf (without affecting the Principal's right to issue a payment schedule itself).

(c) If, within the time allowed by the SOP Act for the service of a payment schedule by the Principal, the Principal does not:

(i) serve the payment schedule itself; or

(ii) notify the Contractor that the Principal's Representative does not have authority from the Principal to issue the payment schedule on its behalf,

then a payment schedule issued by the Principal's Representative under this Contract which relates to the period relevant to the payment schedule will be taken to be the payment schedule for the purpose of the SOP Act (whether or not it is expressly stated to be a payment schedule).

(d) If 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 schedule 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; and

(iii) if the adjudicator's determination is quashed, overturned or declared to be void, any amount paid to the Contractor by the Principal pursuant to the adjudicator's determination 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.

(e) For the purposes of section 17(3) of the SOP Act the Contractor irrevocably chooses the Resolution Institute, 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.

(f) Without limiting clauses 11.8 or 17.12, the Principal may withhold any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act.

(g) 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 the SOP Act, then:

(i) the Principal may plead and rely upon Division 2A of the SOP Act as a defence to any claim for the money by the 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 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.

(h) 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 pursuant to Division 2A of the SOP Act.

(i) 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.

(j) If the Principal withholds money pursuant to a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act and the 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 within 5 days of the occurrence of the event in sub-paragraph (i) or (ii) above (as applicable) by providing to the Principal a statement in writing in the form of a statutory declaration together with such other evidence as the Principal may require evidencing that the amount has been paid or the adjudication application has been withdrawn (as the case may be).

11.17 Title

Title in each item forming part of the Works will pass progressively to the Principal on the earlier of payment for that item or delivery of that item to the Construction Site. Risk in all such items remains with the Contractor until Completion.

12. Performance and Compliance Incentive Regime

(a) The parties acknowledge and agree that the Principal has established the Performance and Compliance Incentive Regime to measure and assess the Contractor's:

(i) commitment to assisting the Principal achieve the SWM4 Contract Objectives; and

(ii) compliance with the Project Values.

(b) The Performance Incentive Payments (if any) that the Contractor is entitled to receive under this Contract will be:

(i) determined in accordance with the Performance and Compliance Incentive Regime; and

(ii) additional to the Contract Sum.

(c) Whenever the Contractor becomes entitled to receive a Performance Incentive Payment under the Performance and Compliance Incentive Regime, the Contractor may claim that payment in the next monthly payment claim that it is entitled to submit under clause 11.2.

(d) The payment of the Performance Incentive Payments (if any) by the Principal will not constitute:

(i) approval of any work or other activities performed by the Contractor or prejudice any claim by the Principal whether under this Contract or otherwise at Law; or

(ii) evidence of the value of any work or other activities, an admission of liability or evidence that any work or other activities have been performed in accordance with the requirements of this Contract.

13. Completion

13.1 Progressive Inspection and Testing

At any time prior to Final Completion and including at the times stated in Schedule 1, the Principal's Representative may direct that any materials or work forming part of the Contractor's Activities in respect of the Works or that Portion be tested. The Contractor must provide such assistance, documentation, records, personnel (including Subcontractors) and samples and make accessible such parts of the Contractor's Activities or Works as may be required. On completion of any test the Contractor must make good the Contractor's Activities or Works so that they fully comply with this Contract.

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

The tests prescribed in this Contract must be conducted by the Contractor as and when provided for in this Contract, or may be conducted by the Principal's Representative or a person (that may include the Contractor) nominated by the Principal's Representative.

Any testing required to be done by an independent authority must be carried out by an authority recognised by the Joint Accreditation System of Australia and New Zealand.

Unless otherwise stated in this Contract before conducting a test under this Contract the Principal's Representative or the Contractor must give not less than two Business Days' notice in writing to the other of the time, date and place of the test. If the other party does not then attend, the test may nevertheless proceed.

Without prejudice to any other rights or remedies under this Contract, if the Contractor or the Principal's Representative delays in conducting a test, the other, after giving reasonable notice in writing of intention to do so, may conduct the test.

Each party must promptly make the results of tests available to the other and to the Principal's Representative.

Where the Principal's Representative directs that materials or work be tested, the costs of and incidental to testing must be valued under clause 6.4 and must be borne by the Principal or paid by the Principal to the Contractor unless:

(a) this Contract provides that the Contractor must bear the costs or the test is one which the Contractor was required to conduct other than pursuant to a direction under clause 13.1;

(b) the test shows that the material or work is not in accordance with this Contract;

(c) the test is in respect of a part of the Contractor's Activities or the Works covered up or made inaccessible without the Principal's Representative's prior approval where such was required; or

(d) the test is consequent upon a failure of the Contractor to comply with a requirement of this Contract.

Where the extra costs are not to be borne by the Principal, they will be borne by the Contractor and will be a debt due from the Contractor to the Principal or paid by the Contractor to the Principal on demand.

13.2 Contractor to Notify

(a) The Contractor must give the Principal's Representative written notice 21 days before it anticipates achieving Completion of the Works or a Portion.

(b) Following the issue by the Contractor of a notice under clause 13.2(a) the Contractor must:

(i) prepare a detailed procedure for the progressive inspection by the Principal's Representative of the Works or that Portion; and

(ii) unless otherwise required by the Principal's Representative, provide a draft defects management plan (without identifying any defects in respect of the Works or that Portion).

(c) The procedure and draft defects management plan referred to in clause 13.2(b) must be submitted to the Principal's Representative and, prior to the inspection under clause 13.3(a) must, if required by the Principal's Representative, be amended to ensure that the:

(i) procedure provides the Principal's Representative with sufficient time to properly carry out this progressive inspection and the final inspection which the Principal's Representative is required to

undertake under clause 13.3 to determine whether Completion of the Works or a Portion (as the case may be) has occurred; and

(ii) draft defects management plan fully addresses the matters the Principal's Representative directs.

13.3 Inspection before Completion

(a) The Principal's Representative, the Contractor's Representative and the Independent Certifier must, within 7 days of receipt by the Principal's Representative of the notice referred to in clause 13.2(a), jointly inspect the Works or the Portion at a mutually convenient time. The Principal's Representative may invite any other person to attend an inspection under this clause 13.3(a) who may provide comments to the Principal's Representative in relation to any non-compliance of the Contractor's Activities or the Works with this Contract.

(b) Following the joint inspection under clause 13.3(a), the Independent Certifier must issue a notice to the Principal and the Contractor either:

(i) containing a list of the items that are apparent and it believes must be completed before Completion of the Works or the Portion is achieved; or

(ii) stating that it believes the Contractor is so far from achieving Completion of the Works or the Portion that it is not practicable to issue a list as contemplated in clause 13.3(b)(i).

(c) When the Independent Certifier issues a notice under either clause 13.3(b)(i) or clause 13.3(b)(ii), the Contractor must continue to proceed to bring the Works or the Portion to Completion and thereafter when the Contractor considers it has achieved Completion of the Works or the Portion, the Contractor must notify the Principal's Representative and the Independent Certifier in writing by means of a Contractor's Certificate of Completion in the form of Schedule 21.

Thereafter the Principal's Representative, the Contractor's Representative and the Independent Certifier must jointly inspect the Contractor's Activities at a mutually convenient time.

(d) Following the joint inspection under clause 13.3, the Independent Certifier must within 21 days of receipt of a notice under clause 13.3(c), or of receipt of a notice under clause 13.3(e), issue a notice to the Principal and the Contractor:

(i) if satisfied that Completion of the Works or the Portion has been achieved:

A. stating the date on which the Independent Certifier determines Completion of the Works or the Portion was achieved; and

B. containing a list of any minor Defects, of the type described in paragraph (a) of the definition of "Completion" in clause 1.1, that are apparent; or

(ii) if not satisfied that Completion of the Works or the Portion has been achieved:

A. containing a list of the items that are apparent and it believes must be completed before Completion of the Works or the Portion is achieved; or

B. stating that it believes the Contractor is so far from achieving Completion of the Works or the Portion that it is not practicable to issue a list as contemplated by clause 13.3(d)(ii)A.

(e) If the Independent Certifier issues a notice under either clause 13.3(d)(ii)A or clause 13.3(d)(ii)B, the Contractor must continue to proceed to bring the Works or the Portion to Completion and thereafter when it considers it has achieved Completion of the Works or the Portion, the Contractor must notify the Independent Certifier and the Principal's Representative by notice in writing, after which the second paragraph of clause 13.3(c), clause 13.3(d) and this clause 13.3(e) will reapply.

(f) Where there are Portions, for the purposes of this Contract and without affecting the Contractor's obligation to achieve Completion of each Portion by the relevant Date for Completion of each Portion:

(i) no separate Date for Completion of the Works is specified in this Contract;

(ii) Completion of the Works is achieved by achieving Completion of all Portions;

(iii) Completion of the Works will be taken to have occurred once Completion of all Portions has occurred; and

(iv) the Date of Completion of the Works will be taken to be the Date of Completion of the last Portion to reach Completion.

13.4 Unilateral Issue of Notice of Completion

If at any time a notice required to be given by the Contractor to the Principal's Representative under either of clause 13.3(c) or 13.3(e) is not given by the Contractor yet the Principal's Representative is of the opinion that Completion of the Works or a Portion has been achieved, the Principal's Representative may at any time and for any reason in its absolute discretion direct the Independent Certifier to issue a Notice of Completion under clause 13.3(d)(i) for the Works or the Portion.

13.5 Hand Over upon Completion

The Contractor acknowledges that the Principal may require a progressive handover of the Works and that, subject to clauses 2.5, 3.17 and 3.18, this handover will take place by the Contractor handing over each Portion once that Portion has reached Completion. The Principal's obligations under clause 3.1(b) in respect of the Construction Site will then cease in respect of so much of the Construction Site, access to which was provided for that Portion which is handed over to the Principal.

13.6 Part of the Works or a Portion

(a) Without limiting clause 13.6(b), further Portions may be created by the Principal's Representative by issuing a written direction to the Contractor which clearly identifies for each, the:

(i) portion of the Works;

(ii) Date for Completion; and

(iii) respective amounts for security, delay damages and liquidated damages (which will unless otherwise stated in the Principal's Representative's direction all be calculated pro-rata according to the ratio of the Principal's Representative's valuation of the Portion to the Contract Sum).

(b) Without limiting clause 13.6(a), the Principal may, after the Contractor is given written notice by the Principal's Representative, occupy or use any part of the Works or a Portion although the whole of the Works or the Portion has not reached Completion.

(c) If the Principal's Representative gives a notice under clause 13.6(b):

(i) the Principal must allow the Contractor reasonable access to the part of the Works or the Portion referred to in the notice and being occupied or used by the Principal, to enable the Contractor to bring the Works or the relevant Portion of which the area being occupied or used forms part to Completion; and

(ii) this will not otherwise limit or affect the obligations of the parties under this Contract, including the obligation of the Contractor to achieve Completion of the Works or the relevant Portion of which the area being occupied or used forms part, by the relevant Date for Completion.

13.7 Liquidated Damages for Delay in Reaching Completion

(a) Subject to clause 13B, if Completion of the Works or a Portion has not occurred by the Date for Completion for the Works or the Portion, the Contractor must pay the Principal liquidated damages at the rates stated in Schedule 1 for every day after the Date for Completion of the Works or the Portion up to and including:

(i) the Date of Completion of the Works or the Portion; or

(ii) the date that this Contract is terminated under clause 15,

whichever is first.

(b) The parties:

(i) agree that the amount of liquidated damages provided for in Schedule 1 constitutes a reasonable and good faith pre-estimate of the anticipated or actual loss or damage that will be incurred by the Principal as a result of Completion of the Works or a Portion not occurring on or before the relevant Date for Completion (except for amounts referred to in clause 13.7(d));

(ii) desire to avoid the difficulties of proving damages in connection with such failure and agree that the liquidated damages payable by the Contractor in accordance with clause 13.7(a) are reasonable and do not constitute nor are they intended to be a penalty;

(iii) agree that the amount of liquidated damages payable by the Contractor under clause 13.7(a) will be recoverable from the Contractor as a debt immediately due and payable to the Principal; and

(iv) [redacted]

(c) The Contractor:

(i) acknowledges that the liquidated damages referred to in clause 13.7(a) do not include any allowances for any liability of the Principal to Other Contractors; and

(ii) must indemnify the Principal against any Claim that the Principal must pay to any Other Contractor as a result of a breach of clause 10.1 by the Contractor.

(d) If clause 13.7(a) is found for any reason to be void, invalid or otherwise inoperative so as to disentitle the Principal from recovering liquidated damages, the Principal will be entitled to recover general damages as a result of the Contractor failing to achieve Completion of the Works or a Portion by the relevant Date for Completion, but the Contractor's liability for such damages (whether per day or in aggregate) will not be any greater than the liability which the Contractor would have had if clause 13.7(a) had not been void, invalid or otherwise inoperative.

13.8 Final Completion

(a) The Contractor must give the Principal's Representative written notice two months before it anticipates completing all the work to be completed prior to achieving Final Completion.

(b) The Principal's Representative and the Contractor's Representative must, within 20 Business Days before the date the Principal's Representative expects Final Completion to occur, but no earlier than 20 Business Days before the end of the latest Defects Rectification Period, jointly inspect the Works at a mutually convenient time.

(c) Following the joint inspection under clause 13.8(b), the Principal's Representative must issue a notice to the Principal and the Contractor containing a list of the items that are apparent and it believes must be completed before Final Completion is achieved.

(d) If the Principal's Representative issues a notice under clause 13.8(c), the Contractor must continue to bring the Works to Final Completion and thereafter when the Contractor considers it has achieved Final Completion, the Contractor must notify the Principal's Representative in writing by means of a Contractor's Certificate of Final Completion in accordance with Schedule 22. Thereafter, the Principal's Representative and the Contractor's Representative must jointly inspect the Works at a mutually convenient time.

(e) Following the joint inspection under clause 13.8(d), the Principal's Representative must within 15 Business Days of receipt of a notice under clause 13.8(d), or of receipt of a notice under clause 13.8(f), issue a notice to the Principal and the Contractor:

(i) if satisfied that Final Completion has been achieved, stating the date on which the Principal's Representative determines Final Completion was achieved; or

(ii) if not satisfied that Final Completion has been achieved:

A. containing a list of the items which it believes must be completed before Final Completion is achieved; or

B. stating that it believes the Contractor is so far from achieving Final Completion that it is not practicable to issue a list as contemplated by clause 13.8(e)(ii)A.

(f) If the Principal's Representative issues a notice under clause 13.8(e)(ii)A or clause 13.8(e)(ii)B, the Contractor must continue to proceed to bring the Works to Final Completion and thereafter when it considers it has achieved Final Completion of the Works the Contractor must notify the Principal's Representative in writing after which the second sentence of clause 13.8(d), clause 13.8(e) and this clause 13.8(f) will reapply.

13.9 Effect of Notice of Completion or Final Completion

(a) A notice issued under clause 13.3(d)(i) or 13.8(e)(i) will not:

(i) constitute approval by the Principal, the Principal's Representative, or the Independent Certifier of the Contractor's performance of its obligations under this Contract;

(ii) be taken as an admission or evidence that the Works or the Portion complies with the requirements of this Contract; or

(iii) prejudice any rights or powers of the Principal the Principal's Representative or the Independent Certifier.

(b) Without limiting clause 13.9(a), the parties agree that, in the absence of manifest error on the face of the certification, the Principal's Representative's or the Independent Certifier's certification as set out in a Notice of Completion or Notice of Final Completion (as applicable) is final and binding on the parties for the purposes only of establishing that Completion of the relevant Portion or Final Completion (as applicable) has occurred.

13A Milestone Achievement

13A.1 Contractor to notify

The Contractor must give the Principal's Representative written notice:

(a) 21 days before it anticipates achieving Milestone Achievement of a Milestone; and

(b) when it considers that it has achieved Milestone Achievement of a Milestone.

13A.2 Inspection where the Milestone relates to a physical part of the Works

(a) Where the Milestone relates to completion of a physical part of the Works, the Principal's Representative, the Contractor's Representative and the Independent Certifier must, within 7 days of receipt by the Principal's Representative of the notice referred to in clause 13A.1(a), jointly inspect the part of the Works at a mutually convenient time.

(b) Following the joint inspection under clause 13A.2(a), the Independent Certifier must issue a notice to the Principal and the Contractor either:

(i) containing a list of the items that are apparent and it believes must be completed before Milestone Achievement is achieved; or

(ii) stating that it believes the Contractor is so far from achieving Milestone Achievement that it is not practicable to issue a list as contemplated in clause 13A.2(b)(i).

(c) When the Independent Certifier issues a notice under either clause 13A.2(b)(i) or clause 13A.2(b)(ii), the Contractor must continue to progress the Works comprised in the Milestone and thereafter when the Contractor considers it has achieved Milestone Achievement for the Milestone, the Contractor must notify the Principal's Representative and the Independent Certifier in writing.

Thereafter the Principal's Representative, the Contractor's Representative and the Independent Certifier must jointly inspect the Contractor's Activities at a mutually convenient time.

(d) Following the joint inspection under clause 13A.2(c), the Independent Certifier must within 21 days of receipt of a notice under clause 13A.2(c), or of receipt of a notice under clause 13A.2(e), issue a notice to the Principal and the Contractor:

(i) if satisfied that Milestone Achievement of the Milestone has been achieved, stating the date on which the Independent Certifier determines Milestone Achievement was achieved; or

(ii) if not satisfied that Milestone Achievement of the Milestone has been achieved, containing a list of the items that are apparent and it believes must be completed before Milestone Achievement is achieved.

(e) If the Independent Certifier issues a notice under clause 13A.2(d)(ii), the Contractor must continue to progress the Works comprised in the Milestone and thereafter when the Contractor considers it has achieved Milestone Achievement for the Milestone, the Contractor must notify the Principal's Representative and the Independent Certifier in writing, after which the second paragraph of 13A.2(c), 13A.2(d) and this clause 13A.2(e) will reapply.

13A.3 Review where the Milestone relates to a documentary deliverable or aspect of the Contractor's Activities that is not a physical part of the Works

(a) Where the Milestone relates to any one or more documentary deliverables or another aspect of the Contractor's Activities that does not comprise of a physical part of the Works, the Independent Certifier must, within 7 days of receipt by the Principal's Representative of the notice referred to in clause 13A.1(b), review the relevant deliverables or other aspect of the Contractor's Activities and issue a notice to the Principal and the Contractor:

(i) if satisfied that Milestone Achievement of the Milestone has been achieved, stating the date on which the Independent Certifier determines Milestone Achievement was achieved; or

(ii) if not satisfied that Milestone Achievement of the Milestone has been achieved, containing a list of the items that are apparent and it believes must be completed before Milestone Achievement is achieved.

(b) If the Independent Certifier issues a notice under clause 13A.3(a)(ii), the Contractor must continue to progress deliverables or other aspect of the Contractor's Activities and thereafter when the Contractor considers it has achieved Milestone Achievement for the Milestone, the Contractor must notify the Principal's Representative and the Independent Certifier in writing, after which clause 13A.3(a) and this 13A.3(b) will reapply.

13A.4 Unilateral Issue of Notice of Milestone Achievement

If at any time a notice required to be given by the Contractor to the Principal's Representative under any of clauses 13A.1(b), 13A.2(c), 13A.2(e) or 13A.3(b) is not given by the Contractor yet the Principal's Representative is of the opinion that Milestone Achievement of a Milestone has been reached, the Principal's Representative may at any time and for any reason in its absolute discretion direct the Independent Certifier to issue a Notice of Milestone Achievement under clause 13A.2(d)(i) or clause 13A.3(a)(i) for the Milestone.

13A.5 Occupation and use of physical works after Milestone Achievement

(a) The Contractor acknowledges that the Principal may occupy and use, or permit any Interface Contractor or any other person to occupy and use, any part of the Works that is comprised in a Milestone after Milestone Achievement.

(b) If the Principal occupies and uses, or permits any Interface Contractor or other person to occupy and use, any part of the Works that is comprised in a Milestone after Milestone Achievement:

(i) the Principal must allow the Contractor reasonable access to the part of the Works being occupied or used by the Principal or by any Interface Contractor or other person, to enable the Contractor to bring the balance of the Works or Portion to Completion;

(ii) this will not be deemed to constitute Completion of any part of the Works or any Portion; and

(iii) this will not otherwise limit or affect the obligations of the parties under this Contract, including the obligation of the Contractor to achieve Completion of the Works or any Portion, by the relevant Date for Completion.

13A.6 Liquidated Damages for delay in reaching Milestone Achievement in respect of a Milestone

(a) Subject to clause 13B, if Milestone Achievement of a Milestone has not occurred by the Date for Milestone Achievement of the Milestone, the Contractor must pay the Principal liquidated damages at the rate set out in Schedule 1 for every day after the Date for Milestone Achievement of the Milestone up to and including:

(i) the Date of Milestone Achievement of the applicable Milestone; or

(ii) the date that this Contract is terminated under clause 15,

whichever is first.

(b) The parties:

(i) agree that the amount of liquidated damages provided for in Schedule 1 constitutes a reasonable and good faith pre-estimate of the anticipated or actual loss or damage that will be incurred by the Principal as a result of Milestone Achievement of a Milestone not occurring on or before the relevant Date for Milestone Achievement (except for amounts referred to in clause 13A.6(d));

(ii) desire to avoid the difficulties of proving damages in connection with such failure and agree that the liquidated damages payable by the Contractor in accordance with clause 13A.6(a) are reasonable and do not constitute nor are they intended to be a penalty;

(iii) agree that the amount of liquidated damages payable by the Contractor under clause 13A.6(a) will be recoverable from the Contractor as a debt immediately due and payable to the Principal; and

(iv) [redacted]

(c) The Contractor:

(i) acknowledges that the liquidated damages referred to in clause 13A.6(a) do not include any allowances for any liability of the Principal to Other Contractors; and

(ii) must indemnify the Principal against any Claim that the Principal must pay to any Other Contractor as a result of a breach of clause 10.1 by the Contractor.

(d) If clause 13A.6(a) is found for any reason to be void, invalid or otherwise inoperative so as to disentitle the Principal from recovering liquidated damages, the Principal will be entitled to recover general damages as a result of the Contractor failing to achieve Milestone Achievement of a Milestone by the relevant Date for Milestone Achievement, but the Contractor's liability for such damages (whether per day or in aggregate) will not be any greater than the liability which the Contractor would have had if clause 13A.6(a) had not been void, invalid or otherwise inoperative.

13A.7 Effect of Notice of Milestone Achievement

(a) A notice issue under clause 13A.2(d)(i) or clause 13A.3(a)(i) will not:

(i) constitute approval by the Principal, the Independent Certifier or the Principal's Representative of the Contractor's performance of its obligations under this Contract;

(ii) be taken as an admission or evidence that the relevant Milestone complies with the requirements of this Contract; or

(iii) prejudice any rights or powers of the Principal, the Independent Certifier or the Principal's Representative.

(b) Without limiting clause 13A.7(a), the parties agree that, in the absence of manifest error on the face of the certification, the Independent Certifier's certification as set out in a Notice of Milestone Achievement is final and binding on the parties for the purposes only of establishing that Milestone Achievement of the relevant Milestone has occurred.

13B Liquidated Damages Cap

[redacted]

14. Care of the Works, Risks and Insurance

14.1 Care of the Works

Except where it arises from an Excepted Risk, and without limiting the generality of the Contractor's obligations, the Contractor:

(a) from and including the earlier of the date of commencement of work and the date on which the Contractor is given access to the Construction Site, or a part of the Construction Site, until 4:00pm on the Date of Completion of the Works or the last Portion to reach Completion will:

(i) be responsible for the care of and will bear the risk of, and indemnify the Principal against any loss of, or damage to:

A. the Contractor's Activities;

B. the Works;

C. Temporary Works;

D. Construction Plant;

E. unfixed plant and materials (whether on or off the Construction Site) the value of which has been included in a payment schedule under clause 11.3; and

F. things entrusted to the Contractor by the Principal or brought onto the Construction Site by a Subcontractor for the purpose of carrying out the Contractor's Activities; and

(ii) provide the storage and protection necessary to preserve these things; and

(b) after the time after which the Contractor ceases to be responsible under paragraph (a) for the care of a part of the Works or any other thing referred to in subparagraph (a)(i), will bear the risk of, and indemnify the Principal against, any loss of or damage to that part of the Works or other thing, arising from:

(i) any act or omission of the Contractor during the Defects Rectification Period (including any extension under clause 8.6) or any other Contractor's Activities; or

(ii) any event which occurred while the Contractor was responsible for the care of the relevant part of the Works or other thing under paragraph (a) in connection with the Contractor's Activities.

14.2 Indemnity

The Contractor must indemnify each State Indemnified Party from and against:

(a) any loss of or damage to property of any State Indemnified Party;

(b) any claim against a State Indemnified Party or liability a State Indemnified Party may have to third parties in respect of loss of or damage to property, the loss of use of or access to property, or injury to or death of persons; and

(c) without limiting or otherwise affecting paragraph (a), any loss or damage to existing property in or upon which the Contractor's Activities are being carried out,

caused by, or arising out of, or in any way in connection with, the Contractor's Activities, but the Contractor's responsibility to indemnify any State Indemnified Party will be reduced proportionally to the extent than an act or omission by the State Indemnified Party, the Principal's Representative, other agents of a State Indemnified Party or an Other Contractor contributed to the loss, damage, injury or death provided that the Contractor has complied with its obligations under clause 2.9(a)(ii)B.

The indemnity in this clause 14.2 will not:

(d) exclude any other right of a State Indemnified Party to be indemnified by the Contractor; or

(e) apply to the extent to which the Contractor must indemnify the Principal under clause 14.1.

14.3 Reinstatement

During the period during which the Contractor bears the risk of loss or damage, and while the Contractor is responsible for its care, if loss or damage occurs to anything for which the Contractor is responsible under clause 14.1, the Contractor must:

(a) subject to paragraph (b), promptly replace or otherwise make good the loss or repair the damage; and

(b) where the loss or damage arises from an Excepted Risk, without fault or omission on the part of the Contractor, only comply with paragraph (a) to the extent directed by the Principal's Representative.

The Contractor will bear the cost of such replacement, making good or repair except to the extent that the loss or damage arises from an Excepted Risk, in which event this replacement, making good or repair will, to the extent the loss or damage arises from an Excepted Risk (but subject to paragraph (b)), be treated as if it were a Variation the subject of a direction by the Principal's Representative and clause 6.4 applied.

14.4 Works Insurance - Alternative 1

This alternative applies if so stated in Schedule 1.

The Principal will effect and maintain insurances on the terms of the summary which is included in Exhibit B. This insurance will cover the Contractor, the Principal, the Principal's Representative and all subcontractors employed by the Contractor in respect of the Contractor's Activities.

This insurance is subject to the exclusions, conditions and excesses noted in Exhibit B, and is deemed to satisfy the Principal's obligation to effect insurance. The Contractor acknowledges and agrees that prior to the date of this Contract it reviewed and examined Exhibit B and:

(a) has satisfied itself as to the nature and extent of the cover provided by those insurance policies;

(b) acknowledges that the policies of insurance summarised in Exhibit B do not cover every risk to which the Contractor might be exposed and are subject to deductibles and limits and the Contractor may, if it chooses to do so, at its cost effect appropriate insurance for any risk or liability which is not covered by the policies of insurance summarised in Exhibit B; 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 summarised in Exhibit B or any insurance taken out under this clause 14.4.

14.4 Works Insurance - Alternative 2

This alternative applies if so stated in Schedule 1.

Before commencing the Contractor's Activities, the Contractor must insure all the things referred to in clause 14.1 against loss or damage resulting from any cause until the Contractor ceases to be responsible for their care.

Without limiting the generality of the obligation to insure, such insurance must cover the Contractor's liability under clause 14.3 and things in storage off site and in transit to the Construction Site but may exclude:

(a) the cost of making good fair wear and tear or gradual deterioration, but shall not exclude the loss or damage resulting therefrom;

(b) the cost of making good faulty workmanship and materials, but shall not exclude the loss or damage resulting therefrom;

(c) consequential loss of any kind, but shall not exclude loss of or damage to the Works;

(d) damages for delay in completing or for the failure to complete the Works;

(e) loss or damage resulting from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel resulting from any cause; and

(f) loss or damage resulting from the Excepted Risk referred to in paragraph (a) of the definition of Excepted Risk.

The insurance cover must be for an amount not less than the aggregate of the:

(g) Contract Sum;

(h) provision in Schedule 1 to provide for costs of demolition and removal of debris;

(i) provision in Schedule 1 for consultants' fees and Principal's consultants' fees;

(j) value in Schedule 1 of any materials or things to be supplied by the Principal for the purposes of the Contractor's Activities; and

(k) additional amount or percentage in Schedule 1 of the total of the items referred to in sub-paragraphs (g) to (j) of this paragraph.

Insurance shall be in the joint names of the parties, must cover the parties, consultants and subcontractors whenever engaged in the Contractor's Activities for their respective rights, interests and liabilities and, except where the Contract otherwise provides, must be with an insurer and in terms both approved in writing by the Principal (which approvals must not be unreasonably withheld).

14.5 Public Liability Insurance – Alternative 1

This alternative applies if so stated in Schedule 1.

The Principal will effect and maintain insurance on the terms of the summary which is included in Exhibit B. The insurance will cover the Contractor, the Principal, the Principal's Representative and all subcontractors employed by the Contractor in respect of the Contractor's Activities.

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 prior to the date of this Contract it reviewed and examined Exhibit B and:

(a) has satisfied itself as to the nature and extent of the cover provided by those insurance policies;

(b) acknowledges that the policies of insurance summarised in Exhibit B do not cover every risk to which the Contractor might be exposed and are subject to deductibles and limits and the Contractor may, if it chooses to do so, at its cost effect appropriate insurance for any risk or liability which is not covered by the policies of insurance summarised in Exhibit B; 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 summarised Exhibit B, or any insurance taken out under this clause 14.5.

14.5 Public Liability Insurance – Alternative 2

This alternative applies if so stated in Schedule 1.

Before commencing the Contractor's Activities, the Contractor must effect and maintain for the duration of the Contract, a public liability policy.

The policy must:

(a) be in the joint names of the parties;

(b) cover the:

(i) respective rights and interests; and

(ii) liabilities to third parties,

of the parties, the Principal's Representative, consultants and subcontractors from time to time, whenever engaged in the Contractor's Activities;

(c) cover the parties' respective liability to each other for loss or damage to property (other than property required to be insured by clause 14.4 Alternative 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);

(d) be endorsed to cover the use of any Construction Plant not covered under a comprehensive or third party motor vehicle insurance policy;

(e) provide insurance cover for an amount in respect of any one occurrence of not less than the sum in Schedule 1; and

(f) be with an insurer and otherwise in terms both approved in writing by the Principal (which approvals must not be unreasonably withheld).

14.6 Contractor's Other Insurance Obligations

The effecting of insurance will not limit the liabilities or obligations of a party under any other provision of this Contract.

The Contractor must, or in the case of asbestos liability insurance, either the Contractor or its specialist asbestos removal Subcontractor must (if required by clause 14.6(a)(iii) below), before the Contractor commences the Contractor's Activities or as otherwise required by this Contract:

(a) effect and have in place the following insurance with insurers of the Required Rating:

(i) workers' compensation insurance, employers indemnity insurance or similar insurance, in accordance with the Laws of any State, Territory or other jurisdiction where the Contractor's Activities are being performed;

(ii) an insurance policy covering physical loss, destruction or damage to the Construction Plant;

(iii) if the Contractor's Activities include any work involving asbestos or asbestos decontamination, including stripping, encapsulation or removal, asbestos liability insurance;

(iv) professional indemnity insurance covering civil liability of the Contractor in performing professional activities and duties in connection with the Works and Contractor's Activities;

(v) motor vehicle insurance covering all mechanically propelled vehicles used in connection with the Contractor's Activities, whether registered, capable of being registered or required under the Law to be registered, extended specifically to cover the transportation of items and substances, and including:

A. insurance against personal injury or death, as required under all applicable Laws; and

B. in addition to the public liability insurance required under this Contract, insurance for third party property damage and personal injury or death;

(vi) not used;

(vii) any insurance that the Contractor is required to obtain by virtue of any Law or Change in Law; and

(viii) any other insurance that the Principal may reasonably require the Contractor to obtain,

for amounts referred to in Schedule 1;

(b) ensure the asbestos liability insurance, motor vehicle insurance (except for compulsory third party insurance for bodily injury as required by the Law), and any insurance required by sub-paragraph (a)(vii):

(i) include the Principal and the Principal's Representative as additional insureds and cover the Principal, the Principal's Representative (including any appointee under clauses 9.2 or 9.3), the Contractor and all its Subcontractors, for their respective rights and interests, and their liabilities to third parties and liability to each other;

(ii) cover loss or damage to property (other than property described in clause 14.1 and the death of or injury to any person (other than liability which the Law requires to be covered under a workers' compensation insurance or similar insurance policy), arising out of, or in any way in connection with, the Contractor's Activities;

(iii) includes a cross-liability clause in accordance with clause 14.10; and

(iv) is for an amount in respect of any occurrence not less than the amount referred to in Schedule 1;

(c) ensure the asbestos liability insurance is in place before any work involving asbestos or asbestos decontamination work commences;

(d) ensure that any insurance policy required by sub-paragraph (a)(vii) is in place before the Contractor's Activities covered by such policies commence;

(e) ensure the professional indemnity insurance:

(i) covers claims for breach of professional duty (whether owed in contract or otherwise) by the Contractor or its Subcontractors in carrying out the Contractor's Activities;

(ii) covers the Contractor for liability to the Principal arising from errors or omissions in:

A. design or documentation of the Works or the Temporary Works; or

B. other professional services,

carried out by the Contractor or any of its Subcontractors; and

(iii) provide:

A. cover for any amount in respect of any one claim of;

B. cover for an amount in the aggregate of ; and

C. for an excess not greater than,

the amount stated in Schedule 1;

(f) in relation to the workers' compensation insurance or similar insurance:

(i) where permitted by Law, extend the insurance policy to provide indemnity to the Principal for its statutory liability to the Contractor's employees;

(ii) ensure that each of its Subcontractors has such workers compensation insurance or similar insurance covering the Subcontractor's employees; and

(iii) ensure it insures against liability for death of or injury to persons employed by the Contractor or its Subcontractors as required by any Law for an amount not less than the amount stated in Schedule 1 (if any) for any one event, subject to the maxima or minima imposed by relevant Law; and

(g) not used.

14.7 General Insurance Requirements

The Contractor must:

(a) in respect of any insurance policy (including an insurance policy which this Contract requires the Contractor to procure to be effected by a Subcontractor) which it is required to effect or procure to be effected, pursuant to this Contract and where required by the Principal's Representative, provide the Principal's Representative (or other person nominated for this purpose by the Principal's Representative) within 5 days of a request with:

(i) a certificate of currency in a form acceptable to the Principal's Representative demonstrating that the policy is current and in compliance with the Contractor's obligation to insure (or procure insurance), or (where relevant) a licence as a self-insurer or other proof of being a self-insurer under the *Workers Compensation Act 1987* (NSW); and

(ii) where the Principal is an insured party, a copy of the insurance policy which is current and complies with the requirements of this Contract;

(b) ensure that (except for professional indemnity or workers compensation or similar insurance):

(i) the Principal receives at least 30 days' notice of any cancellation of any insurance policy effected under clause 14.6;

(ii) for any policy where the Principal is named as an insured party a notice of claim given to the insurer by the Principal, the Contractor or a Subcontractor will be accepted by the insurer as a notice of claim by the Principal, the Contractor and the Subcontractor, and

(iii) upon becoming aware of any fact, matter or thing entitling the insurer to cancel the policy, give immediate notice in writing to the Principal about that fact, matter or thing at least 30 days prior to the insurer giving any notice of cancellation; and

(ba) [redacted]

(c) ensure that it:

(i) does not do anything which prejudices any insurance;

(ii) where required, rectifies anything which might prejudice any insurance;

(iii) reinstates an insurance policy if it lapses;

(iv) does not cancel or allow an insurance policy to lapse without the prior written consent of the Principal's Representative;

(v) immediately notifies the Principal's Representative of any event that may result in an insurance policy lapsing or being cancelled, and replaces that insurance policy prior to it lapsing or being cancelled; and

(vi) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance.

If the Contractor fails to:

(d) [redacted]

(da)

(e) effect or procure to be effected insurance which is with insurers of the Required Rating and on terms satisfactory to the Principal's Representative,

as required by clauses 2.2(c), 14.4, 14.5, 14.6 or this clause 14.7, the Principal may, at its sole discretion and without prejudice to any other rights that it may have, take out that insurance and the cost will be a debt due from the Contractor to the Principal.

The Principal may refuse payment until the Contractor produces evidence of compliance with its insurance obligations under clauses 2.2(c), 14.4, 14.5 and 14.6 to the satisfaction of the Principal. The rights given by this clause 14.7 are in addition to any other right.

14.8 Period of Insurance

The insurance the parties are required to have in place under this clause 14 must be maintained:

(a) in the case of the works and public liability insurance policy required by clauses 14.4, and 14.5 so as to provide cover until the latest to occur of:

(i) the Contractor ceases to be responsible under clause 14.1 for the care of anything; and

(ii) the Principal's Representative issues a notice under clause 13.8(e)(i) stating the date on which Final Completion was achieved;

(b) in the case of the Construction Plant insurance:

(i) until the Contractor ceases to bear the risk of loss of or damage to anything under clause 14.1; and

(ii) at any time it is being used in connection with the Contractor's Activities;

(c) in the case of the workers compensation insurance and motor vehicle insurances, until the Principal's Representative issues a notice under clause 13.8(e)(i) stating the date on which Final Completion was achieved;

(d) in the case of professional indemnity insurance, before commencing work covered by the policy referred to in clause 14.6(e) until at least the period specified in Schedule 1 after the Date of Final Completion;

(e) in the case of asbestos liability insurance and insurance required under clause 14.6(a)(viii), for so long as there is a risk that an event covered by the insurance may occur in relation to the Works or the Contractor's Activities; and

(f) in the case of insurance required under clause 14.6(a)(vii), during the period required by any Law.

14.9 Notice of Potential Claim

[redacted]

(a) as soon as possible inform the Principal in writing of any occurrence that may give rise to a claim under an insurance policy required by this Contract (except for the professional indemnity insurance policy);

(b) keep the Principal informed of subsequent developments concerning the claim; and

(c) ensure that its Subcontractors similarly inform the Contractor and the Principal in respect of occurrences that may give rise to a claim.

14.10 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 notice by all insured parties.

14.11 Risk of Deductibles

The Contractor must pay all insurance deductibles or excesses in respect of any event and claim made under a policy referred to in this clause 14.

15. Default or Insolvency

15.1 Contractor's Default

(a) If the Contractor commits a breach of this Contract referred to below, the Principal may give the Contractor a written notice.

(b) The breaches by the Contractor to which this clause applies are:

(i) not commencing or not progressing the Contractor's Activities regularly and diligently in accordance with the requirements of this Contract, in breach of clause 10.1;

(ii) suspension of work, or failing to proceed with the Contractor's Activities with due expedition and without delay, in breach of clause 10.1;

(iii) failing to provide the security, in breach of clause 2.7;

(iv) failing to provide evidence of insurance, in breach of clause 14;

(v) failing to use the materials or standards of workmanship required by this Contract, in breach of clause 4.1;

(vi) not complying with any direction of the Principal's Representative made in accordance with this Contract, in breach of clause 9.1(a);

(vii) not complying with the requirements of this Contract regarding the Project Plans in a material respect;

(viii) not complying with its environmental obligations under this Contract;

(ix) not complying with its obligations under this Contract regarding work health and safety;

(x) failing to comply with all applicable Law, including failing to comply with, carry out and fulfil the conditions and requirements of all Authority Approvals in breach of clause 2.3;

(xi) failing to comply with any of its obligations under the Independent Certifier Deed where such failure results in the termination of the Independent Certifier Deed;

(xii) knowingly providing a false statutory declaration which it is required to provide under this Contract;

(xiii) failing to pay moneys owing to the Principal under this Contract where the moneys remain unpaid 20 Business Days after the Principal has made a written demand for payment; or

(xiv) any other failure to comply with a material obligation under the Contract.

15.2 Contents of Notice

A written notice under clause 15.1 must:

(a) state that it is a notice under clause 15.1 or clause 15.3 (as the case may be);

(b) specify the alleged breach;

(c) require the Contractor to remedy the breach or, in the case of a notice by the Principal where the breach is not capable of being remedied, make other arrangements satisfactory to the Principal; and

(d) specify the time and date by which the Contractor must remedy the breach or make other arrangements satisfactory to the Principal (which time must not be less than 21 clear days after the notice is given).

15.3 Rights of the Principal Following Notice

Upon giving a notice under clause 15.1, the Principal may suspend payments to the Contractor until the date upon which the Contractor remedies the breach or makes arrangements satisfactory to the Principal.

If, by the time specified in a notice under clause 15.1, the Contractor fails to remedy the breach or make arrangements satisfactory to the Principal, the Principal may, by notice in writing to the Contractor:

(a) take out of the hands of the Contractor the whole or part of the work remaining to be completed; or

(b) terminate this Contract.

15.4 Immediate Termination or Take-Out

If:

(a) whether or not the Contractor is then in breach of this Contract:

(i) an Insolvency Event occurs:

A. to the Contractor;

B. where the Contractor comprises more than one person, any one of those persons; or

C. to a person specified in Schedule 1; or

(ii) the Contractor causes or contributes to the occurrence of an Incident and fails to ensure that the Principal is promptly notified as set out in clause 2.12(d);

(b) the Contractor fails to comply with any of its obligations under clause 4.5 or 4.6;

(c) a Change in Control occurs in respect of an entity that comprises the Contractor without the prior written consent of the Principal (other than a Change in Control permitted under clause 9.13(c));

(d) if Schedule 1 states that a Parent Company Guarantee is required, any one or more of those Parent Company Guarantees becomes void or voidable or otherwise ceases to be in full force and effect;

(e) the Contractor abandons all or a material part or element of its obligations under this Contract;

(f) the Contractor commits any fraudulent act or omission in connection with the Contractor's Activities or any of its other obligations under this Contract or any adverse finding by the Independent Commission Against Corruption is made against the Contractor;

(g) the maximum amount for the Contractor's aggregate liability under clauses [redacted] has been reached; or

(h) the total aggregate liability of the Contractor to the Principal and any other State Indemnified Party under or in connection with this Contract or the performance or non-performance thereof or anything incidental thereto is equal to or exceeds [redacted],

then subject to the next paragraph, the Principal may, without giving a notice under clause 15.1, exercise the right under clause 15.3(a) or 15.3(b).

The Principal may not exercise a right under 15.3(b) in respect of an Insolvency Event where:

(i) the Contractor comprises more than one person and an Insolvency Event occurs to one, but not all, of those persons; and

(j) the Contractor, remaining or replacement entities comprising the Contractor, or the Guarantor (as relevant) are of sufficient commercial and financial standing demonstrates (and continues to demonstrate) to the satisfaction of the Principal that it is still able to carry out the Contractor's Activities and of sufficient commercial and financial standing to enable it to comply with its obligations under this Contract or the Parent Company Guarantee (as relevant).

15.5 Principal's Common Rights After Take-Out or Termination

If:

(a) the Principal:

(i) exercises its rights under clause 15.3(a); or

(ii) terminates this Contract under clauses 15.3(b), 15.4 or 15.9;

(b) the Contractor repudiates this Contract and the Principal otherwise terminates this Contract; or

(c) this Contract is frustrated under the Law,

then:

(d) the Contractor:

(i) must novate to the Principal or the Principal's nominee those Subcontracts between the Contractor and its Subcontractors that the Principal directs;

(ii) irrevocably appoints (for valuable consideration) the Principal and any authorised representative of the Principal to be the Contractor's attorney to:

A. execute, sign, seal and deliver all notices, deeds and documents; and

B. undertake actions in the name of the Contractor,

for the purposes referred to in clause 15.5(d)(i); and

(iii) must immediately hand over to the Principal's Representative all copies of:

A. any documents provided by the Principal to the Contractor;

B. all Contract Documentation prepared by the Contractor to the date on which the Principal exercises its rights under clauses 15.3(a) or 15.3(b) (whether complete or not); and

C. any other documents or information in existence that is to be provided to the Principal under the terms of this Contract; and

(e) the Principal:

(i) will be entitled to require the Contractor to remove from the Construction Site or any area affected by the Works, any Construction Plant and Temporary Works and all materials, equipment and other things intended for the Works;

(ii) may complete that work;

(iii) may take possession of such of the Construction Plant, Temporary Works and other things on or in the vicinity of the Construction Site or Extra Land as are owned by the Contractor and are reasonably required by the Principal to facilitate completion of the work; and

(iv) must, if it takes possession of the items referred to in clause 15.5(e)(iii):

A. for the period during which it retains possession of the Construction Plant, Temporary Works or other things pay to the Contractor rent for the use of the Construction Plant, Temporary Works or other things at a market rate to be agreed by the parties or, failing agreement, to be determined pursuant to clause 16; and

B. maintain the Construction Plant, Temporary Works or other things and, subject to clause 15.6, on completion of the work return to the Contractor the Construction Plant, Temporary Works and any things taken under clause 15.5(e)(iii) which are surplus.

This clause 15.5 will survive the termination or frustration of this Contract.

15.6 Principal's Entitlements after Take-Out

(a) If the Principal exercises the right under clause 15.3(a), the Contractor will not be entitled to any further payment in respect of the work taken out of the hands of the Contractor unless a payment becomes due to the Contractor under this clause 15.6.

(b) When work taken out of the hands of the Contractor under clause 15.3(a) is completed, the Principal's Representative will ascertain the cost incurred by the Principal in completing the work and will issue a certificate certifying the amount.

(c) If the cost incurred by the Principal is greater than the amount that would have been paid to the Contractor if the Contractor had completed the work, the difference will be a debt due from the Contractor to the Principal. If the cost incurred by the Principal is less than the amount that would have been paid to the Contractor if the Contractor had completed the work, the difference will be a debt due to the Contractor from the Principal.

(d) Without limiting clause 15.6(c), if the Principal exercises the right under clause 15.3(a), the Principal will be entitled to recover from the Contractor any costs, expenses, losses or damages incurred or suffered by it as a result of, or arising out of, or in any way in connection with, the exercise of such right.

(e) If the Contractor is indebted to the Principal, the Contractor grants to the Principal a lien over the Construction Plant, Temporary Works or other things taken under clause 15.5 such that the Principal may retain that property until the debt is met. If after reasonable notice, the Contractor fails to pay the debt, the Principal may sell the Construction Plant, Temporary Works or other things and apply the proceeds to satisfaction of the debt and the costs of sale. Any excess will be paid to the Contractor.

15.7 Principal's Rights after Termination

Subject to clause 15.11, if the Principal terminates this Contract under clauses 15.3 or 15.4, or if the Contractor repudiates this Contract and the Principal otherwise terminates this Contract the Principal will:

(a) not be obliged to make any further payments to the Contractor, including any money that is the subject of a payment claim under clause 11.2 or a payment statement under clause 11.3;

(b) be absolutely entitled to call upon, convert and have recourse to and retain the proceeds of any unconditional undertaking held under clause 2.7; and

(c) be entitled to recover from the Contractor any costs, expenses, losses or damages incurred or suffered by it as a result of, or arising out of, or in any way in connection with, such termination.

This clause 15.7 survives the termination of this Contract.

15.8 Contractor's Rights after Repudiation or Wrongful Termination

(a) If the Principal:

(i) repudiates this Contract and the Contractor terminates this Contract; or

(ii) wrongfully:

A. exercises or attempts to exercise any right or power conferred on it by clauses 15.3, 15.4 or 15.9; or

B. determines or purports to determine this Contract at common law,

then the:

(iii) Principal's actions will be deemed to have been a lawful termination in accordance with clause 15.9 and the Contractor's sole rights in such circumstances will be those set out in clause 15.10; and

(iv) Contractor:

A. will not be entitled to the payment of damages;

B. will not be entitled to any payment on a quantum meruit basis; and

C. waives all other rights it has to make a Claim in such circumstances.

(b) This clause 15.8 will survive the termination of this Contract.

15.9 Termination for Convenience

Without prejudice to any of the Principal's other rights or entitlements or powers under this Contract, the Principal may:

(a) at any time for its sole convenience, and for any reason, by written notice to the Contractor terminate this Contract effective from the time stated in the notice or if no such time is stated, at the time the notice is given to the Contractor; and

(b) thereafter, at the Principal's absolute discretion complete the uncompleted part of the Contractor's Activities or the Works either itself or by engaging Other Contractors.

15.10 Payment for Termination for Convenience

If the Principal terminates this Contract under clause 15.9, the Contractor:

(a) will be entitled to payment of the following amounts as determined by the Principal's Representative:

(i) for work carried out prior to the date of termination, the amount which would have been payable if this Contract had not been terminated and the Contractor submitted a payment claim under clause 11.2 for work carried out to the date of termination;

(ii) the cost of plant and materials reasonably ordered by the Contractor for the Works and for which it is legally bound to pay provided that:

A. the value of the plant or materials have not been previously paid or included in the amount payable under sub-paragraph (a)(i); and

B. title in the plant and materials vests in the Principal upon payment;

(iii) the reasonable cost of removing from the Construction Site all labour, Construction Plant, Temporary Works (where required by the Principal) and other things used in the Contractor's Activities that are not part of, or to be part of, the Works;

(iv) the costs reasonably incurred by the Contractor in the expectation of completing the whole of the Contractor's Activities and not included in any other payment by the Principal;

(v) the costs reasonably incurred by the Contractor in terminating approved Subcontracts provided that both the Contractor and the relevant Subcontractor have used reasonable efforts to mitigate such amounts; and

(vi) the amount specified in Schedule 1, for all overheads and profit associated with, and to the extent not included in, the work and costs determined under sub-paragraphs (a)(ii), (a)(iii) and (a)(iv); and

(b) must take all steps possible to mitigate the costs referred to in sub-paragraphs (a)(ii) and (a)(iii).

To the extent it has not had recourse to them, the Principal will return all unconditional undertakings then held by it under clause 2.7 when the Contractor has complied with all its obligations under this clause 15.10.

The amount to which the Contractor is entitled under this clause 15.10 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 this Contract and the Principal will not be liable to the Contractor upon any Claim arising out of, or in any way in connection with, the termination of this Contract other than for the amount payable under this clause 15.10.

This clause 15.10 will survive the termination of this Contract by the Principal under clause 15.9.

15.11 Preservation of Rights

Subject to clause 15.8, nothing in this clause 15 or that the Principal does or fails to do pursuant to this clause 15 will prejudice the right of the Principal to exercise any right or remedy (including recovering damages or exercising a right of set-off under clause 17.12) which it may have where the Contractor breaches (including repudiates) this Contract.

15.12 Termination by Frustration

If under the law this Contract is frustrated the Principal will:

(a) pay the Contractor the following amounts as determined by the Principal's Representative:

(i) an amount calculated in accordance with clause 15.10(a)(i) for work carried out prior to the date of frustration;

(ii) the costs calculated in accordance with the terms of, and subject to the conditions in, clauses 15.10(a)(ii); and

(iii) the costs calculated in accordance with the terms of clauses 15.10(a)(iii) and 15.10(a)(iv); and

(b) to the extent it has not had recourse to them, return all unconditional undertakings then held by it under clause 2.7 when the Contractor has complied with its obligations under this clause.

The amount to which the Contractor is entitled under this clause 15.12 will be a limitation upon the Principal's liability to the Contractor arising out of, or in any way in connection with, the frustration of this Contract and the Principal will not be liable to the Contractor upon any Claim arising out of, or in any way in connection with, the frustration of this Contract other than for the amount payable under this clause 15.12.

Without limiting any other provision of this Contract, this clause 15.12 will survive the frustration of this Contract.

15.13 Codification of Contractor's Entitlements

This clause 15 is an exhaustive code of the Contractor's rights arising out of or in any way in connection with any termination and the Contractor:

(a) cannot otherwise terminate, rescind or treat this Contract as repudiated; and

(b) waives all rights at Law to terminate, rescind or treat this Contract as repudiated,

otherwise than in accordance with this clause 15.

16. Dispute Resolution

16.1 Disputes generally

Any Dispute must be resolved in accordance with this clause 16.

16.2 Independent Dispute Avoidance and Resolution Panel

(a) The IDAR Panel has been constituted under the IDAR Panel Agreement.

(b) The Contractor must, within 5 Business Days of receipt of a request from the Principal, execute the IDAR Panel Agreement Accession Deed Poll.

(c) Each Party must:

(i) following execution of the IDAR Panel Agreement Accession Deed Poll (if applicable), at all times comply with the terms of the IDAR Panel Agreement;

(ii) attend meetings with the IDAR Panel as required pursuant to the IDAR Panel Agreement or this Contract; and

(iii) provide all reasonable assistance to the IDAR Panel in fulfilling its function(s) in respect of the Contractor's Activities, including providing all information it reasonably requests.

16.3 Consultation and executive negotiation

(a) If a Dispute arises, the Dispute must be notified to the IDAR Panel by written notice of the issues in Dispute ("**Notice of Issue**") from the dissatisfied party ("**Party A**") to the IDAR Panel and the other party ("**Party B**"). The Notice of Issue must:

(i) provide brief particulars of the issues in Dispute; and

(ii) be issued within 10 Business Days after Party A first became aware of the fact, matter or thing on which the Dispute is based.

(b) Within 2 Business Days of the Notice of Issue, the parties must agree upon a member of the IDAR Panel ("**Nominated Member**") to review the Dispute. If:

(i) the parties fail to achieve such agreement within 2 Business Days; or

(ii) the Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

the Chair must nominate a replacement Nominated Member within a further 2 Business Days.

(c) If a replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the Chair must nominate a further replacement Nominated Member within a further 2 Business Days. The Chair cannot nominate itself as the Nominated Member.

(d) If a further replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 16.3(c) will be reapplied until there are no IDAR Panel members to accept the appointment, in which case the Chair must request the Resolution Institute to appoint a replacement member. This appointment will be final and conclusive.

(e) Within 3 Business Days of the appointment of the Nominated Member, the Nominated Member must convene at least one meeting ("**Consultation**") to facilitate genuine and good faith negotiations with a view to:

(i) resolving the Dispute; and

(ii) clarifying and narrowing the issues in Dispute, in the event that the Dispute is not resolved.

(f) Each Consultation will be attended by:

(i) the Nominated Member;

(ii) the Principal's Representative;

(iii) the Contractor's Representative; and

(iv) other persons as agreed between the Principal's Representative and Contractor's Representative.

(g) The Consultation process must conclude within 10 Business Days of the first Consultation, or such other period as the parties may agree. The Nominated Member will advise the parties in writing when the Consultation process has concluded.

(h) A failure to comply with clause 16.3(a)(ii) will be treated as a breach of this Contract by the relevant party.

16.4 Recommendation

(a) Within 5 Business Days of the conclusion of Consultation, the Nominated Member must notify the parties in writing of its non-binding recommendation as to:

(i) the formulation of the issues in Dispute;

(ii) the most appropriate Expert(s) to be appointed to determine the Dispute pursuant to clause 16.5; and

(iii) whether the Dispute is not suitable for expert determination and should be determined in accordance with clause 16.8,

("**Recommendation**").

(b) Subject to clause 16.4(d), if the Dispute is not resolved within the later of:

(i) 5 Business Days of the Recommendation; and

(ii) 15 Business Days of the Notice of Issue,

Party A must refer those parts of the Dispute that remain unresolved to expert determination by notice to Party B (with a copy to the IDAR Panel) ("**Notice of Dispute**") within 20 Business Days after the later of (i) and (ii) above or such other period of time as agreed between the parties.

(c) The Notice of Dispute must:

(i) be in writing;

(ii) state that it is a Notice of Dispute under this clause 16.4(c);

(iii) include or be accompanied by reasonable particulars of those parts of the Dispute including:

A. references to any:

1) provisions of this Contract; and

2) acts or omissions of any person,

relevant to the Dispute;

B. the relief sought and the basis for claiming the relief sought; and

C. copies of, or relevant extracts from, any documents in support of the claim.

(d) If the Nominated Member makes a Recommendation:

(i) under clause 16.4(a)(ii), the parties may accept the recommendation or clause 16.5 will apply; or

(ii) under clause 16.4(a)(iii) that the Dispute is not suitable for expert determination, the parties may agree to have the Dispute determined in accordance with clause 16.8, however if the parties have not so

agreed within 5 Business Days of the Recommendation, clause 16.5 will apply.

16.5 Expert determination

(a) Any Dispute which is referred to expert determination by a Notice of Dispute will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by Schedule 41 to this Contract.

(b) Both parties must promptly make available to the Expert all such additional information, access to the Construction Site and other relevant places and all appropriate facilities, as the Expert may require for the purposes of making a determination on the Dispute.

(c) The parties agree that, to the extent permitted by law:

(i) the powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on the Expert; and

(ii) the Expert has no power to make a binding or non-binding determination or any award in respect of a Dispute by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to expert determination.

(d) Within 25 Business Days after the Expert has been appointed, or within such other period as may be proposed by the Expert and approved by both parties, the Expert must give its determination in writing, which must be reasoned and must state that it is given under this clause 16.5.

(e) If a determination made by an Expert under this clause 16.5 is for a monetary amount that is less than or equal to [redacted], the determination will be immediately final and binding on the parties unless it is subject to a Manifest Error that is permitted to be corrected under clause 16.5(h).

(f) If a determination made by an Expert under this clause 16.5 is for a monetary amount that is more than [redacted] or is not for a monetary amount, the determination will be immediately binding on both parties, who must give effect to it:

(i) unless it is subject to a Manifest Error that is permitted to be corrected under clause 16.5(h); or

(ii) unless and until it is revised, overturned or otherwise changed by written agreement between the parties or a court judgment or an arbitral award made in court proceedings or an arbitration pursuant to this clause 16.

(g) Subject to clause 16.5(h), if the Expert's determination contains a clerical mistake, accidental error or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing or a defect of form (each a "**Manifest Error**"), then the Expert must correct the Manifest Error and reissue its determination as soon as possible after the Manifest Error is detected by the Expert or after being notified of the Manifest Error by a party in writing and clauses 16.5(e) and 16.5(f) will reapply to the reissued determination.

(h) An Expert may not correct a Manifest Error in its determination unless:

(i) the Manifest Error is detected by the Expert or notified in writing by a party within 10 Business Days of the date of the determination; or

(ii) if the Manifest Error is detected by the Expert or notified in writing by a party more than 10 Business Days of the date of the determination, it first obtains the prior written consent of both parties.

16.6 Notice of dissatisfaction

(a) If:

(i) a determination made by an Expert under clause 16.5 (including a determination that has been reissued under clause 16.5(g)) is for a monetary amount that is more than [redacted] or is not for a monetary amount and either party is dissatisfied with such determination made by an Expert, then either party may, within 10 Business Days after receiving the determination, give notice to the other party of its dissatisfaction; or

(ii) an Expert fails to give its determination within a period of 25 Business Days after the Expert has been appointed by the parties (or within such other period as may be proposed by the Expert and approved by both parties) then either party may, within 10 Business Days after this period has expired, give a notice to the other party of its dissatisfaction,

("**Notice of Dissatisfaction**").

(b) A Notice of Dissatisfaction issued under this clause 16.6 must:

(i) state that it is given under this clause 16.6; and

(ii) set out the matter in Dispute and the reason(s) for dissatisfaction.

(c) Except as stated in clause 16.4(d)(ii), neither party will be entitled to commence court proceedings or arbitration in respect of the Dispute unless a Notice of Dissatisfaction has been given in accordance with this clause 16.6.

16.7 Determination becomes final and binding

(a) If an Expert has made a determination as to a Dispute that is for a monetary amount that is more than [redacted] or is not for a monetary amount, and no Notice of Dissatisfaction has been given by either party under clause 16.6, within 10 Business Days after it received the Expert's determination, then the determination will become final and binding upon both parties.

(b) Once a determination of an Expert has become final and binding under clause 16.7(a), neither party will be entitled to challenge the determination on any basis.

(c) This clause 16.7 operates subject to clauses 16.5(g) and 16.5(h).

16.8 Litigation or arbitration

Where this clause applies, the Principal (in its absolute discretion), may within 5 Business Days:

(a) after issuing or receiving a Notice of Dissatisfaction; or

(b) of reaching an agreement under clause 16.4(d)(ii),

(as applicable) issue a notice to the Contractor stating that the Dispute is to be determined by litigation pursuant to court proceedings. If the Principal does not issue such a notice within the 5 Business Day period, the Dispute will be referred to arbitration.

16.9 Arbitration rules

(a) Any arbitration conducted in relation to a Dispute will be conducted in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration known as the ACICA Arbitration Rules.

(b) The seat of the arbitration will be Sydney, Australia.

(c) The language of the arbitration will be English.

(d) The parties agree:

(i) that they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any Dispute;

(ii) that any arbitration conducted pursuant to this clause 16.9 will not necessarily mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitral tribunal; and

(iii) that in conducting the arbitration, the arbitral tribunal must take into account the matters set out above, particularly in deciding issues such as:

A. the number of written submissions that will be permitted;

B. where appropriate, the length of written submissions;

C. the extent of document discovery permitted, if any;

D. the consolidation of proceedings, when requested;

E. the joinder of parties, when requested;

F. the length of any hearing, if any; and

G. the number of experts, if any, each party is permitted to appoint.

(e) The parties agree that:

(i) subject to clause 16.10, the arbitral tribunal will have the power to grant all legal, equitable and statutory remedies, except punitive damages; and

(ii) section 24 of the *International Arbitration Act 1974* (Cth) will apply in an international arbitration context.

(f) The arbitral tribunal has the power, on the application of any party to this arbitration agreement, to allow a third party who the arbitral tribunal considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party hereby consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitral tribunal has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.

(g) Any award of the arbitral tribunal will be final and binding upon the parties.

(h) This arbitration agreement will be governed by and must be construed according to the laws applying in New South Wales.

16.10 Exclusion from determination or award

(a) The powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on an arbitral tribunal appointed in accordance with this clause 16.

(b) The arbitral tribunal has no power to make a binding or non-binding determination or any award in respect of a claim by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to the arbitral tribunal.

16.11 Survive Termination

This clause 16 will survive the termination of this Contract.

16.12 Continuation of Work

Despite the existence of a Dispute between the parties this Contract, the Contractor must:

(a) continue to carry out the Contractor's Activities; and

(b) otherwise comply with its obligations under this Contract.

16.13 Payments

The Principal may withhold payment of that part of any amount which is the subject of a Dispute.

16.14 Urgent Relief

Nothing in this clause 16 will prejudice the right of a party to seek urgent injunctive or declaratory relief from a court.

16.15 Dispute under related contracts

The parties acknowledge and agree that:

(a) the provisions of this clause 16 will not apply to any dispute, difference, controversy or claim between one or both of the parties and the Independent Certifier which is to be resolved under:

(i) prior to execution of the Independent Certifier Deed, the provisions of the IC Letter of Intent (if applicable); or

(ii) the provisions of the Independent Certifier Deed;

(b) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to the IC Letter of Intent (if applicable) or the Independent Certifier Deed;

(c) the provisions of this clause 16 will not apply to any dispute, difference, controversy or claim between the parties which is to be resolved under an Cooperation and Integration Deed;

(d) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to any Cooperation and Integration Deed; and

(e) where the dispute, difference, controversy or claim between the parties is a Common Dispute, as that term is defined in clause 2 of Schedule 4A, then this clause 16 will apply subject to the provisions of clause 2 of Schedule 4A.

17. General

17.1 Notices

(a) At any time and from time to time the Principal's Representative may notify the Contractor of an electronic portal or document management system to be used for the purposes of this Contract. The Principal's Representative's notice will set out:

(i) the relevant electronic portal or document management system;

(ii) the date of this Contract for the use of the electronic portal or document management system;

(iii) any password, login details or similar information required for the Contractor to use the electronic portal or document management system;

(iv) address details for the Principal, the Principal's Representative and the Contractor; and

(v) any other information reasonably necessary for the use and service of notices via the electronic portal or document management system.

(b) Any notices contemplated by this Contract must be in writing and must:

(i) before the date referred to in clause 17.1(a)(ii), be delivered or posted to the relevant address shown in Schedule 1 (or to any new address notified by the intended recipient); and

(ii) on and from the date referred to in clause 17.1(a)(ii):

A. in the case of notices by the Contractor:

1) without limiting clause 17.1(b)(ii)A.2), be sent to the Electronic Portal address of the Principal or the Principal's Representative (as applicable); and

2) under clauses 10, 11, 13, 15, 16 or 18 or concerning a claim for payment, in addition to the copy of the notice sent pursuant to clause 17.1(b)(ii)A.1), also be delivered or posted to the relevant address shown in Schedule 1 (or to any new address notified by the intended recipient); and

B. in the case of notices by the Principal or the Principal's Representative:

1) be delivered or posted to the relevant address shown in Schedule 1 (or to any new address notified by the intended recipient); or

2) except in relation to notices by the Principal under clauses 15.3, 15.4, 15.9 or 16.1, be sent to the Electronic Portal address of the intended recipient.

(c) For the avoidance of doubt, no notice referred to in clause 17.1(b)(ii)A.2) shall be effective unless delivered in accordance with both clauses 17.1(b)(ii)A.1) and 17.1(b)(ii)A.2).

(d) Subject to clause 17.1(g), a notice sent by the Electronic Portal will be taken to have been received on the date recorded on the notice on which it was registered on the Electronic Portal.

(e) Subject to clause 17.1(g), a notice sent by post will be taken to have been received:

(i) in the case of international post, 7 Business Days after the date of posting; and

(ii) in the case of posting within Australia, 2 Business Days after the date of posting.

(f) Subject to clause 17.1(g), a notice sent by email (whether or not containing attachments) will be taken to have been received on the earlier of:

(i) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;

(ii) receipt by the sender of an automated message confirming delivery; and

(iii) the time of receipt as acknowledged by the recipient in writing,

provided that:

(iv) the communication will be taken to be so given by the sender and received by the recipient regardless of whether the email or any of its attachments is opened by the recipient; and

(v) if the communication would otherwise be taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

(g) Where clause 17.1(b)(ii)A.2) applies, the relevant notice will be taken to have been received on the later of:

(i) the date determined in accordance with clause 17.1(d); and

(ii) the date determined in accordance with clause 17.1(e) or 17.1(f) (as the case may be).

17.2 Governing Law and jurisdiction

(a) This Contract is governed by and will be construed according to the Laws of New South Wales.

(b) Each party irrevocably:

(i) submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Contract; and

(ii) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 17.2(b)(i).

17.3 No Waiver

(a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by Law or under this Contract by the Principal will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by Law or under this Contract.

(b) Any waiver or consent given by the Principal under this Contract will only be effective and binding on the Principal if it is given or confirmed in writing by the Principal.

(c) No waiver by the Principal of:

(i) a breach of any term of this Contract; or

(ii) any other failure by the Contractor to comply with a requirement of this Contract, including any requirement to give any notice which it is required to give in order to preserve its entitlement to make any Claim against the Principal,

will operate as a waiver of another breach of that term or failure to comply with that requirement or of a breach of any other term of this Contract or failure to comply with any other requirement of this Contract.

17.4 Assignment

The Contractor cannot assign, transfer or novate any of its rights or liabilities under this Contract without the prior written consent of the Principal and except on such terms and conditions as are determined in writing by the Principal.

17.5 Entire Agreement

This Contract constitutes the entire agreement and understanding between the parties and will take effect according to its tenor despite, and supersede:

(a) any prior agreement (whether in writing or not), negotiations and discussions between the parties in relation to the subject matter of this Contract; and

(b) any correspondence or other documents relating to the subject matter of this Contract that may have passed between the parties prior to the date of this Contract and that are not expressly included in this Contract.

17.6 Joint and Several Liability

The rights and obligations of the Principal and the Contractor, if more than one person, under this Contract, are joint and several. Each person constituting the Contractor acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this Contract) of the other as if those acts or omissions were its own and the Principal may proceed against any or all of them.

17.7 Severability

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

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

(b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Contract.

17.8 Indemnities to Survive

Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Contract.

Nothing in this clause 17.8 prevents any other provision of this Contract, as a matter of interpretation also surviving the termination of this Contract.

It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Contract.

17.9 Stamp Duty and Other Fees

The Contractor must pay all stamp duties and other fees payable in respect of the execution of this Contract and the performance of its obligations in respect of this Contract.

17.10 Taxes

Without limiting clause 2.3 but subject to clause 19, the Contractor must pay all Taxes that may be payable in respect of the Contractor's Activities, including any customs duty or tariff, and primage applicable to imported materials, plant and equipment required for the Contractor's Activities.

17.11 Confidentiality

(a) Subject to clause 17.11(b), the Contractor must:

(i) keep confidential this Contract and any information relating to the Contractor's Activities and any discussions concerning this Contract;

(ii) not use the information referred to in sub paragraph (a)(i) except as necessary for the performance of the Contractor's Activities; and

(iii) ensure that each of its officers, employees and Subcontractors complies with the terms of sub-paragraphs (a)(i) and (a)(ii).

(b) The 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.

(c) The Contractor must:

(i) execute and submit to the Principal within 14 days of this Contract a Confidentiality Undertaking in the form in Schedule 3;

(ii) ensure that all employees of the Contractor that have access to the information described in the Confidentiality Undertaking are aware of their obligations under the terms of the Confidentiality Undertaking; and

(iii) ensure that each Subcontractor, including suppliers and consultants, to the Contractor execute and submit a Confidentiality Undertaking to the Principal.

(d) 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) to satisfy the disclosure requirements of the New South Wales Auditor General or to satisfy the requirements of Parliamentary accountability; and

(iii) any other Law.

(e) The Contractor must provide to the Principal any other information which the Principal reasonably requires to comply with its obligations under the items referred to in clause 17.11(d).

(f) The Contractor must indemnify the Principal against any claim, costs, penalties, losses, damage, expense, loss or liability suffered or incurred by the Principal arising out of or in any way in connection with a breach under clause 17.11(a) and any Confidential Undertaking under clause 17.11(c) 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, an Other Contractor or an agent of the Principal may have contributed to the liability, claim, costs, losses, damages, fines or penalties.

17.12 Right of Set-Off

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

(a) any debt or other moneys due from the Contractor to the Principal (including any debt due 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 the SOP Act; or

(c) [redacted]

under this Contract.

If those moneys are insufficient, the Principal can have recourse to the security held under clause 2.7.

17.13 Entire Contract

Despite any progress payments that may be made to the Contractor under clause 11.4, this Contract is an entire contract.

17.14 Principal May Act

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

(b) Where the Principal or the Principal's Representative is entitled under this Contract to exercise any right or power to:

(i) direct or instruct the Contractor to; or

(ii) itself step in to,

take any action or omit to take any action, it is not obliged to exercise that right or power, and may do so in their absolute discretion.

Where the Principal or the Principal's Representative does exercise any such right or power, the Contractor remains responsible for, controls and assumes the risk of all environmental, health and safety issues relating to the Works.

17.15 Process Agent

If the Contractor is a foreign company (as defined in the *Corporations Act 2001* (Cth)), the Contractor must:

(a) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this Contract. The appointment must be in a form acceptable to the Principal and may not be revoked without the Principal's consent; and

(b) obtain the process agent's consent to the appointment.

17.16 Indemnity

The Contractor must indemnify each State Indemnified Party against:

(a) any liability to or claim by any other person; and

(b) all costs, expenses, losses, damages, fines and penalties suffered or incurred by the State Indemnified Party,

arising out of, or in any way in connection with:

(c) the Contractor's breach of a term of this Contract; and

(d) any Defect or the consequence of any Defect,

provided that the Contractor's liability to indemnify the State Indemnified Party will be reduced proportionally to the extent that an act or omission of the State Indemnified Party, an Other Contractor or an agent of a State Indemnified Party may have contributed to the liability claim, costs, losses, damages, fines or penalties.

17.17 Variations

Subject to clause 6.3, this Contract may only be varied by a document signed by or on behalf of both the Principal and the Contractor.

17.18 Provisions Limiting or Excluding Liability

Any provision of this Contract which seeks to limit or exclude a liability of the Principal or the Contractor is to be construed as doing so only to the extent permitted by Law.

17.19 Limit of Contractor's Liability

[redacted]

17.20 Economic or Consequential Loss

[redacted]

17.21 Qualification on Limitation of Liability

[redacted]

17.22 Proportionate Liability

(a) To the extent permitted by Law, Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory or the Commonwealth) is excluded in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with this Contract whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

Without limiting the above, the rights, obligations and liabilities of the Principal and the Contractor under this Contract with respect to proportionate liability are as specified in this Contract and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

(b) To the extent permitted by Law:

(i) the Contractor must not seek to apply the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) in relation to any claim by the Principal against the Contractor (whether in contract, tort or otherwise); and

(ii) if any of the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) are applied to any claim by the Principal against the Contractor (whether in contract, tort or otherwise), the Contractor will indemnify the Principal against any loss, damage, cost or expense that forms part of a claim by the Principal against the Contractor which the Principal is not able to recover from the Contractor because of the operation of Part 4 of the *Civil Liability Act 2002* (NSW).

(c) The Contractor must:

(i) in each subcontract into which it enters for the carrying out of the work under this Contract or for the supply of materials or services, include a term that (to the extent permitted by Law) excludes the application of Part 4 of the *Civil Liability Act 2002* (NSW) in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with each Subcontract whether such rights,

obligations or liabilities are sought to be enforced by a claim in contract, tort or otherwise; and

(ii) require each Subcontractor or supplier of materials or services to include, in any further contract that it enters into with a third party for the carrying out of the work under this Contract, a term that (to the extent permitted by Law) excludes the application of Part 4 of the *Civil Liability Act 2002* (NSW) in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with each further agreement whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, tort or otherwise.

(d) The Contractor must ensure that all policies of insurance covering third party liability (other than motor vehicle insurance) it is required by this Contract to effect or maintain (including the professional indemnity policy referred to in clause 14.6(e)):

(i) cover the Contractor for potential liability to the Principal assumed by reason of the exclusion of Part 4 the *Civil Liability Act 2002* (NSW); and

(ii) do not exclude any potential liability the Contractor may have to the Principal under or by reason of this Contract.

(e) The powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on an expert appointed in accordance with the provisions of this Contract.

An expert has no power to make a binding or non-binding determination or any award in respect of a claim by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any dispute referred to the expert.

17.23 Not used

17.24 Counterparts

This Contract may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

17.25 Personal Property Securities 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.

17.26 Vienna Convention

The United Nations Convention on Contracts for the International Sale of Goods and the *Sale of Goods (Vienna Convention) Act* 1986 (NSW) does not apply to this Contract.

17.27 Chain of responsibility legislation

(a) To the extent heavy vehicles are used in the performance of the Contractor's Activities, the Contractor:

(i) acknowledges that it is a primary duty holder under the COR Laws with responsibility for developing COR Systems;

(ii) must ensure that:

A. any heavy vehicles are appropriately maintained with loads that do not exceed vehicle mass or dimension limits and are appropriately secured;

B. operators carrying freight containers have a valid Container Weight Declaration; and

C. drivers do not exceed speed limits or regulated driving hours, do not drive while impaired by fatigue and observe minimum rest requirements;

(iii) must proactively provide reasonable assistance to the Principal's Representative to enable the Principal (and any of the Principal's personnel) to satisfy its duties and responsibilities under the COR Laws;

(iv) must obtain and maintain, and ensure that each of its personnel or Subcontractors obtains and maintains, all approvals required to enable the applicable activity, function or task to be undertaken lawfully;

(v) must undertake any audits or monitoring as requested by the Principal's Representative to demonstrate compliance with this clause; and

(vi) warrants that it is familiar with and has the capability and resources to comply with the COR Laws and ensure that its personnel and Subcontractors comply with all COR Laws.

(b) Where used in this clause 17.27:

(i) **"COR Laws"** means any section of the Heavy Vehicle Law under which the Contractor is "a party in the chain of responsibility" (within the meaning given to that term under the Heavy Vehicle Law);

(ii) **"COR Systems"** means policies, procedures, standards, training and systems designed to ensure, so far as is reasonably practicable, compliance with the COR Laws;

(iii) **"Heavy Vehicle Law"** means the:

A. *Heavy Vehicle National Law* (NSW) *No. 42a* within the meaning of that term under the Heavy Vehicle *(Adoption of National Law) Act 2013* (NSW); and

B. regulations in force under the *Heavy Vehicle National Law* (NSW) *No. 42a* as applied (with modifications) under the Heavy Vehicle (*Adoption of National* Law) Act 2013 (NSW) as amended, reproduced or updated from time to time; and

(iv) terms which are defined in the Heavy Vehicle Law have the meaning given in the Heavy Vehicle Law.

17.28 No Merger

Terms contained in this Contract which are capable of taking effect, or capable of continuing after Completion, will remain in full force and effect and will not merge on Completion.

17.29 Transfer of functions or Rail Transport Agency assets

(a) The parties acknowledge that:

(i) a Rail Transport Agency may be reconstituted, renamed, dissolved, replaced or restructured and that some or all of the powers, functions, assets, rights, liabilities or responsibilities of a Rail Transport Agency may be transferred to or vested in another entity;

(ii) if a Rail Transport Agency is reconstituted, renamed, dissolved, replaced or restructured or if some or all of a Rail Transport Agency's powers, functions, rights or responsibilities are transferred to another entity, then other than as notified by the Rail Transport Agency, references in this Contract to that party (as the case may be) must, subject to any facilitative legislation, be deemed to refer, as applicable, to that reconstituted, renamed, restructured or new entity to the extent that the entity has assumed or has had transferred to it or vested in it those powers, functions, rights or responsibilities; and

(iii) a Rail Transport Agency may, or may be required to (including as a result of changes to New South Wales Government policy or directions) acquire, or dispose of, any property or assets forming part of a Rail Transport Agency's assets at its absolute discretion.

(b) The Contractor acknowledges and agrees that it must, to the extent required by a Rail Transport Agency and without limiting any facilitative legislation, negotiate in good faith any variations required to this Contract, or any replacement agreement or agreements for this Contract to give effect to a Rail Transport Agency being reconstituted, renamed, dissolved, replaced or restructured.

(c) The Contractor will be taken for all purposes to have consented to, and will not have, and no Rail Transport Agency will be liable for, any claim as a result of any action, matter or circumstance referred to in, or contemplated by clause 17.29.

(d) For the purposes of this clause 'another entity' means a government or semi-government entity including any agency, statutory corporation, statutory authority, department or state owned corporation.

17.30 State Indemnified Parties

(a) To the extent that any indemnities in this Contract are in favour of a State Indemnified Party other than the Principal, the Principal has sought and obtained those indemnities as agent on behalf of each State Indemnified Party. The Principal may also enforce those indemnities as agent on behalf of each State Indemnified Party.

(b) If the Principal does not have authority to act as agent on behalf of a State Indemnified Party other than the Principal, then the Principal will be deemed to have sought and obtained the indemnities in this Contract that are in favour of the State Indemnified Party other than the Principal as trustee for that State Indemnified Party and holds the benefit of those indemnities as trustee. The Principal may also enforce those indemnities as trustee for the benefit of that State Indemnified Party.

(c) If any indemnity in this Contract is unenforceable to the extent that it is expressed to be given in favour of a State Indemnified Party other than the Principal, all references in that indemnity clause to "the State Indemnified Party", "any State Indemnified Party", "each State Indemnified Party" or "a State Indemnified Party" will be read as a reference to "the Principal" only.

18. Notification of Claims

18.1 Notice of Variation

If a direction by the Principal's Representative, other than a "Variation Order" under clause 6.2, constitutes or involves a Variation, the Contractor must, if it wishes to make a Claim against the Principal arising out of, or in any way in connection with, the direction:

(a) within the time specified in Schedule 1 of receiving the direction and before commencing work on the subject matter of the direction, give notice to the Principal's Representative, that it considers the direction constitutes or involves a Variation;

(b) within the time specified in Schedule 1 of giving the notice under clause 18.1(a), submit a written Claim to the Principal's Representative, which includes the details required by clause 18.3(b); and

(c) continue to carry out the Contractor's Activities in accordance with this Contract and all directions of the Principal's Representative, including any direction in respect of which notice has been given under this clause 18.1.

18.2 Notice of Other Claims

If the Contractor wishes to make any Claim (other than an Excluded Claim) against the Principal in respect of any direction of the Principal's Representative or any other event, circumstance, act, omission, fact, matter or thing (including a breach of this Contract by the Principal) under, arising out of, or in any way in connection with, this Contract, the Contractor's Activities or the Works, including anything in respect of which:

(a) it is otherwise given an express entitlement under this Contract; or

(b) this Contract expressly provides that:

(i) specified costs are to be added to the Contract Sum; or

(ii) the Contract Sum will be otherwise increased or adjusted,

as determined by the Principal's Representative,

the Contractor must give the Principal's Representative:

(c) the notice required by clause 18.3(a); and

(d) a Claim in accordance with clause 18.3(c).

18.3 Prescribed Notices

(a) Any written notice referred to in clauses 18.1(a) and 18.2 must:

(i) be provided not later than the time specified in Schedule 1 after the first occurrence of the direction, event, circumstance, act, omission, fact, matter or thing which gave rise to the alleged entitlement; and

(ii) expressly specify:

A. that the Contractor proposes to make a Claim; and

B. the direction event, circumstance, act, omission, fact, matter, or thing, which gave rise to the alleged entitlement in the Claim.

(b) Any written Claim referred to in clause 18.1(b) must include:

(i) detailed particulars, including the date or dates, of the direction, including any related event, circumstance, act, omission, fact, matter or thing upon which the Claim is based;

(ii) the provisions of this Contract or other legal basis upon which the Claim is based; and

(iii) details of the amount claimed and how it has been calculated.

(c) Any written Claim referred to in clause 18.2 must:

(i) be provided not later than the time specified in Schedule 1 of giving the written notice under clause 18.3(a); and

(ii) include:

A. detailed particulars, including the date or dates, of the direction, event, circumstance, act, omission, fact, matter or thing upon which the Claim is based;

B. the legal basis for the Claim, whether based on a term of this Contract or otherwise, and if based on a term of this Contract, clearly identifying the specific term;

C. the facts relied upon in support of the Claim in sufficient detail to permit verification; and

D. details of the amount claimed and how it has been calculated.

18.4 Submission of Claims

Claims submitted by the Contractor under clauses 18.1(b) and 18.218.2 will be considered in the first instance by the Principal's Representative who may accept or reject the Claim in part or in full.

If within 28 days after first receipt of a Claim the Principal's Representative has not made a decision on the Claim, the Claim will be deemed to have been rejected on that 28th day.

18.5 Continuing Events

If the direction, event, circumstance, act, omission, fact, matter or thing upon which a Claim is based, or their consequences are continuing, the Contractor must continue to give the information required by clause 18.3(b) or 18.3(c) every 28 days after the written Claim under clause 18.1(b) or 18.218.2 (as the case may be) was submitted or given to the Principal's Representative, until after the direction, event, circumstance, act, omission, fact, matter or thing or the consequences thereof have ceased.

18.6 Bar

If the Contractor fails to comply with clauses 2.3(d), 16.6, 18.1, 18.2, 18.3 or 18.5:

(a) the Principal will not be liable upon any Claim by the Contractor; and

(b) the Contractor will be absolutely barred from making any Claim against the Principal,

arising out of or in any way in connection with the relevant direction, event, circumstance, act, omission, fact, matter or thing (as the case may be) to which those clauses apply.

18.7 Other Provisions Unaffected

Nothing in clauses 18.1 to 18.6 will limit the operation or effect of any other provision of this Contract that requires the Contractor to give notice to the Principal's Representative in order to preserve an entitlement to make a Claim against the Principal.

19. General Provisions Relating to 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 19(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 19 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 Legislation 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 19 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) In clauses 11.3 and 11.15 and this clause 19:

(i) **"GST"** or **"Goods and Services Tax"** means the tax payable on taxable supplies under the GST Legislation;

(ii) **"GST Legislation"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax or legislation that is acted to validate, recapture or recoup such tax;

(iii) terms defined in GST Legislation have the meaning given to them in GST Legislation; and

(iv) any part or progressive or periodic component of a supply that is treated as a separate supply for GST purposes (including attributing GST to tax periods) will be treated as a separate supply.

20. TfNSW's Statement of Business Ethics

(a) The Contractor must at all times comply with TfNSW's Statement of Business Ethics, a copy of which is available at www.transport.nsw.gov.au.

(b) Prior to the engagement of any Subcontractor by the 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.

21. Compliance with NSW Procurement Framework, NSW Code and NSW Guidelines

21.1 Terminology

In addition to terms defined in this Contract, terms used in this clause 21 have the same meaning as is attributed to them in the New South Wales Industrial Relations Guidelines: Building and Construction Procurement (**"NSW Guidelines"**) (as published by the NSW Treasury July 2013 and updated in September 2017). The NSW Guidelines are available at www.industrialrelations.nsw.gov.au.

21.2 Primary Obligation

(a) The Contractor must at all times comply with, and meet any obligations imposed by, the NSW Government Supplier Code of Conduct (as published in November 2019 and updated in February 2020) (**"NSW Code"**), the NSW Guidelines and the NSW Government Procurement Policy Framework (as published in March 2024) (**"NSW Procurement Framework"**).

(b) The Contractor must notify the CCU and the Principal of any possible non-compliance with the NSW Code and NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.

(c) Where the Contractor engages a Subcontractor, the Contractor must ensure that the contract imposes on the Subcontractor equivalent obligations to those in this clause 21, including that the Subcontractor must at all times comply with, and meet any obligations imposed by, the NSW Code and 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 Code or NSW Guidelines.

21.3 Access and information

(a) The Contractor must maintain adequate records of compliance with the NSW Code and 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 Construction 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 Code and 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.

21.4 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 Code or NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and NSW Guidelines apply.

(b) If the Contractor does not comply with, or fails to meet any obligation imposed by, the NSW Code or NSW Guidelines, a sanction may be imposed against it in connection with the NSW Code or NSW Guidelines.

(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 Code or 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 Code and NSW Guidelines apply.

21.5 Compliance

(a) The Contractor bears the cost of ensuring its compliance with the NSW Code and NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Guidelines. 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 Code and 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 Code and 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 Code and 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 Code and 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.

22. Modern Slavery

(a) The Contractor warrants that:

(i) it is not aware (including through the making of reasonable inquiries), of any Modern Slavery occurring within its operations or supply chain (or in those of any entity it owns or controls); and

(ii) as at the date of this Contract:

A. it (and any entity it owns or controls or Subcontractor of the Contractor) has not been convicted of any Modern Slavery Offence; and

B. it is not aware of any circumstance within its operations (or in those of any entity it owns or controls) that could give rise to an official investigation or prosecution of a Modern Slavery Offence.

(b) The Contractor agrees that it must:

(i) at all times:

A. comply, and take reasonable steps to ensure any entity it owns or controls complies, with the Modern Slavery Laws; and

B. take reasonable steps (including developing strategies, due diligence processes and training) to ensure that:

1) Modern Slavery is not occurring (whether directly or indirectly) in the operations and supply chains of the Contractor and any entity it owns or controls; and

2) it (and any entity it owns or controls) does not use, nor procure, any goods, plant, equipment or other materials and work or services that are the product of Modern Slavery;

(ii) provide to the Principal any MS Information and other assistance, as reasonably requested by the Principal (and within the time required by the Principal), to enable the Principal to:

A. meet its obligations under the Modern Slavery Laws; or

B. enable the Principal to meet its respective obligations under the *Modern Slavery Act 2018* (NSW) and associated regulatory requirements (for example, annual reporting requirements and NSW Procurement Board directions),

including cooperating in any Modern Slavery audit undertaken by the Principal, (including by a third party on behalf of the Principal) or the NSW Audit Office, providing reasonable access to the Principal's or NSW Audit Office's auditors to interview the Contractor's personnel and disclosing the source, place and country of origin of goods, plant, equipment or other materials and work or services being procured or supplied under or in connection with this Contract;

(iii) comply with any policies, procedures, investigations or additional conditions relating to Modern Slavery notified in writing by the Principal to the Contractor from time to time during the term of this Contract; and

(iv) without limiting the Contractor's obligations at Law, at all times during the performance of the Contractor's Activities and for a period of seven (7) years after Completion of the last Portion to achieve Completion, the Contractor must:

A. maintain; and

B. promptly upon request from the Principal, give the Principal access to, and/or copies of,

a complete set of records in the possession or control of the Contractor to trace, so far as practicable, the supply chain of all goods, plant, equipment or other materials and work or services

provided under this Contract and to enable the Principal to assess the Contractor's compliance with this clause 22.

(c) The Contractor must not (and must ensure any entity it owns or controls does not) at any time engage in any Modern Slavery Practice.

(d) If the Contractor is a 'reporting entity' for the purposes of any Modern Slavery Law, it must provide to the Principal a copy of any report or statement (unredacted) it has prepared under the Modern Slavery Law within 7 days of providing that report or statement in accordance with the Modern Slavery Law, and otherwise, promptly upon the Principal's request.

(e) If the Contractor becomes aware of any actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls), the Contractor must take reasonable steps to respond to and remedy the occurrence, including in accordance with any internal Modern Slavery strategy and procedures of the Contractor and any relevant code of practice, code of conduct or other guidance issued by the Anti-slavery Commissioner or the NSW Procurement Board. The Contractor must immediately notify the Principal in writing of the actual or suspected occurrence of Modern Slavery and the steps it is taking to respond to and remedy the occurrence, which must be satisfactory to the Principal.

(f) The Contractor must promptly notify the Principal in writing if it becomes aware of any change in the Contractor's operations or supply chain (including in respect of any entity that it owns or controls) which may:

(i) give rise to a position where any information (including any MS Information) that has been provided by the Contractor to the Principal under this clause 22 is incorrect, inadequate or incomplete; or

(ii) otherwise put the Contractor in breach of this clause 22 or result in any inconsistency with any of the original attestations or warranties given by the Contractor under this clause 22,

and if the Contractor gives notice under this clause 22(f) the Contractor must thereafter promptly provide any further information that may be requested by the Principal.

(g) The Contractor must take reasonable steps to ensure all Subcontracts contain Modern Slavery provisions that are reasonably consistent with the provisions in this clause 22, having regard to the nature and origin of the procurement.

(h) The Contractor consents to the Principal sharing MS Information obtained from the Contractor in respect of Modern Slavery pursuant to this clause 22, with any other NSW Government agency or entity and, without limiting any other provision of this clause 22, the Contractor:

(i) agrees that the communication of MS Information to any NSW Government agency is a communication falling within section 30 of the *Defamation Act 2005* (NSW); and

(ii) releases and indemnifies the Principal and the State of New South Wales from and against any claim (of any kind or nature) in respect of any matter arising out of such communications, including the use of the MS Information by the recipient.

23. Pandemic Changes in Law and Pandemic Relief Events

23.1 Acknowledgements

(a) The parties acknowledge that:

(i) as at the date of this Contract:

A. COVID-19 exists; and

B. the precise nature, extent, impact and duration of COVID-19 is unknown; and

(ii) after the date of this Contract, future Pandemics may occur and that the nature, extent, impact and duration of any such future Pandemic is unknown.

(b) The Contractor acknowledges and warrants that:

(i) not used;

(ii) the Contract Sum and the Contractor's Program contain sufficient allowance for the impact of all Pandemic Laws in response to, or which are applicable to, COVID-19 on the Contractor's Activities in effect on the date of this Contract.

(c) Except as stated in this clause 23 and clause 10.10, the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in connection with the impact of any Pandemic, any Pandemic Laws, any Pandemic Change in Law or any Pandemic Relief Events on the Contractor's Activities.

23.2 Pandemic Management Plan and other measures

The Contractor must:

(a) without limiting clause 2.2, provide the Principal's Representative with a copy of each Subcontract for the supply of Critical Domestic Materials or Key Plant and Equipment as soon as reasonably practicable after such Subcontract is entered into;

(b) ensure that the Pandemic Management Plan and all other relevant Project Plans take COVID-19 and any other future Pandemic, all Pandemic Laws and all Pandemic Relief Events into account for the period during which the Pandemic Laws and Pandemic Relief Events remain in force or effect and relevant to the Contractor's Activities;

(c) proactively monitor the potential impacts of COVID-19 and any future Pandemic and all Pandemic Laws and Pandemic Relief Events on the Contractor's Activities; and

(d) implement mitigation measures to minimise any potential impact of COVID 19 and any future Pandemic and all Pandemic Laws and Pandemic Relief Events on the Contractor's Activities, including:

(i) as set out in the Pandemic Management Plan and otherwise consistent with good industry practice; and

(ii) sequencing the Contractor's Activities and employing construction and manufacturing methodologies and practices that minimise the impacts of COVID-19 and any future Pandemic and all Pandemic Laws and Pandemic Relief Events on the Contractor's Activities.

23.3 Early warning

Without limiting clauses 23.4, 10.8 or 10.10, where there is a Pandemic Change in Law or the Contractor considers that a Pandemic Relief Event has occurred, the Contractor must promptly (and in any event within 5 Business Days of becoming aware of the Pandemic Change in Law or Pandemic Relief Event) give the Principal's Representative notice in writing, together with detailed particulars of the following:

(a) details of the Pandemic Change in Law or Pandemic Relief Event;

(b) the likely duration of Pandemic Change in Law or Pandemic Relief Event and the impact of the Pandemic Change in Law or Pandemic Relief Event on the Contractor's Activities;

(c) the Contractor's plan to deal with the consequences of the Pandemic Change in Law or Pandemic Relief Event which must as a minimum include details of the steps that the Contractor will take to:

(i) avoid, mitigate, resolve or to otherwise manage the relevant effect of the Pandemic Change in Law or Pandemic Relief Event;

(ii) minimise any delay to the Contractor's Activities caused by the Pandemic Change in Law or Pandemic Relief Event; and

(iii) minimise any additional cost to the Principal in respect of the Pandemic Change in Law or Pandemic Relief Event; and

(d) such other information as the Principal's Representative may require (acting reasonably).

23.4 Claims in relation to Pandemic Changes in Law or Pandemic Relief Events

(a) Without limiting clause 10.10, where there is a Pandemic Change in Law or Pandemic Relief Event and the Contractor wishes to claim additional costs or an extension of time to any Date for Milestone Achievement or Date for

Completion on account of the Pandemic Change in Law or Pandemic Relief Event the Contractor must, within 5 Business Days after the commencement of the Pandemic Change in Law or Pandemic Relief Event:

(i) give a written notice to the Principal stating that this clause 23.4 applies and containing details of the Pandemic Change in Law or Pandemic Relief Event;

(ii) the Contractor's plan to deal with the consequences of the Pandemic Change in Law or Pandemic Relief Event, including:

A. details of the steps the Contractor will take to avoid, mitigate, resolve or otherwise manage the effects of the Pandemic Change in Law or in dealing with the Pandemic Relief Event and mitigate any extra costs incurred by the Contractor in carrying out the Contractor's Activities in compliance with the Pandemic Change in Law or Pandemic Relief Event; and

B. an updated Pandemic Management Plan addressing the impacts of the Pandemic Change in Law or Pandemic Relief Event; and

(iii) the other information required by clause 10.8 or 18.3 (as applicable),

and clauses 10.8 to 10.10 or clause 6.4 (as applicable) will apply.

(b) Without limiting clause 10.11 or 6.4, the:

(i) Contractor's entitlement to an extension to any Date for Milestone Achievement or Date for Completion; or

(ii) costs that are to be added to the Contract Sum,

in connection with a Pandemic Change in Law or Pandemic Relief Event will be reduced to the extent that:

(iii) the Contractor could have avoided or lessened the additional costs or the delay by implementing the measures set out in the Pandemic Management Plan or such other measures that are consistent with good industry practice; or

(iv) the Contractor has saved any costs or achieved any productivity gains in respect of the Contractor's Activities as a result of the Pandemic Change in Law or Pandemic Relief Event.

(c) Without limiting any other provision of this Contract, the Contractor must, every 3 months or otherwise promptly upon request, provide to the Principal's Representative a detailed breakdown, on a transparent and open book basis, of any:

(i) Claims for a Variation in connection with any Pandemic Change in Law or Pandemic Relief Event; and

(ii) program impacts of any Pandemic Change in Law or Pandemic Relief Event on the Contractor's Activities.

(d) Upon request by the Principal's Representative from time to time, the Contractor must submit to the Principal's Representative a cost assessment by an assessor nominated by the Principal's Representative of any Claims for additional costs in connection with Pandemic Changes in Law and Pandemic Relief Events, and must provide on an open book basis any information or records requested by the independent cost assessor in relation to such costs.

(e) The Principal may submit the Pandemic Management Plan (including any updates to the Pandemic Management Plan) and any other information provided by the Contractor pursuant to clause 23.4(a)(ii) to an independent expert appointed by the Principal for that expert to determine whether the Pandemic Management Plan (or any updates to the Pandemic Management Plan) and any other information provided by the Contractor pursuant to clause 23.4(a)(ii) complies with the requirements of this Contract.

(f) The Contractor must comply with all Pandemic Changes in Law.

23.5 Pandemic Relief Event Allowances

(a) Despite any other provision of this Contract but subject to clause 23.5(b), the Contractor is not entitled to claim:

(i) any extension of time or additional costs as part of a Variation in respect of any Pandemic Relief Event that occurs prior to the date which is 12 weeks after the date of this Contract (**Impact Date**); and

(ii) without limiting clause 23.5(a)(i), any additional costs in relation to a Pandemic Site Closure until the costs arising directly as a result of a Pandemic Site Closure exceed the amount specified in Schedule 1 (**Pandemic Relief Event Site Allowance**).

(b) In the case of a Pandemic Relief Event that occurred prior to the Impact Date but continues thereafter:

(i) the Contractor will be entitled to an extension of time or additional costs for the impact on the Contractor's Activities caused by the Pandemic Relief Event in respect of the period after the Impact Date only; and

(ii) the Contractor will not be entitled to make any Claim in respect of any additional costs or delay it suffered or incurred prior to the Impact Date.

(c) The Contractor has the onus of establishing that:

(i) the additional costs arising directly as a result of a Pandemic Site Closure have exceeded the Pandemic Relief Event Site Allowance; and

(ii) the additional costs arising directly as a result of Pandemic Relief Events have occurred after the Impact Date,

(**Pandemic Costs**) and the Contractor must keep adequate records of all such additional costs claimed under this clause 23.5 that have accrued against those allowances and time periods, and must provide such records to the Principal on request.

(d) The Contractor must provide a monthly report to the Principal setting out the Pandemic Costs that the Contractor considers to have, up to the date of the report, accrued against the Pandemic Relief Event Site Allowance.

23.6 No duty to review or impact on rights

(a) The Principal owes no duty to the Contractor to review any documents or information submitted by the Contractor under this clause 23 for errors, omissions or compliance with this Contract.

(b) No review of, comments on, rejection of or failure to comment on or reject any claim, report or other information submitted by the Contractor under this clause 23 by the Principal:

(i) is evidence of the Principal's acceptance that the relevant additional costs set out in the claim, report or other information have properly accrued towards the Pandemic Relief Event Site Allowance;

(ii) is an admission of liability; or

(iii) will lessen or otherwise affect:

A. the Contractor's liabilities or responsibilities under this Contract or otherwise according to Law; or

B. the Principal's rights against the Contractor, whether under this Contract or otherwise according to Law.

24. Prior work

24.1 Prior work under the ECI Deed

The parties acknowledge and agree that:

(a) prior to the date of this Contract the parties entered into the ECI Deed and the Contractor performed some or all of the ECI Activities;

(b) the ECI Activities performed prior to the date of this Contract are deemed to from part of the Contractor's Activities and on and from the date of this

Contract the terms of this Contract (including all representations and warranties given by the Contractor in relation to the Contractor's Activities, the Design Documentation, the Works and the Temporary Works) are deemed to apply to those ECI Activities despite the fact that those ECI Activities were performed prior to the date of this Contract;

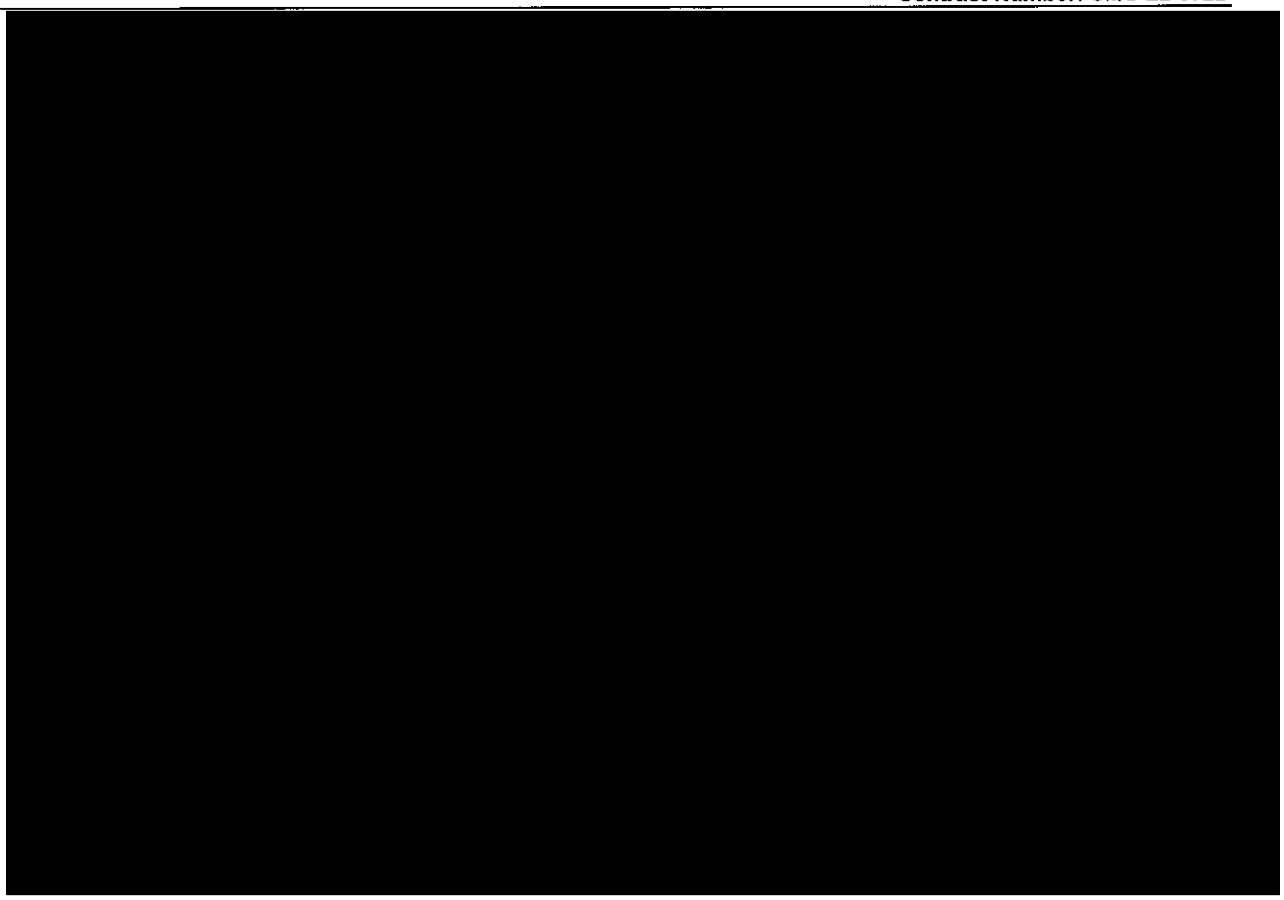
(c) all Design Documentation that was submitted by the Contractor and "not rejected" by the Principal under the ECI Deed is deemed to have been submitted by the Contractor and "not rejected" by the Principal under this Contract but without in any way limiting clause 5.2 of this Contract; and

(d) on and from the date of this Contract:

(i) the ECI Deed is terminated and is thereafter of no further force and effect; and

(ii) without in any way limiting or otherwise affecting [redacted] any Claims connected with the Contractor's Activities, the Works or the Temporary Works must be made under this Contract.

[redacted]



CONTRACT EXECUTION PAGE

DATED 29th day of August 2024

Executed and delivered as a deed in Sydney

EXECUTED by **SYDNEY METRO (ABN 12 354 063 515) BY ITS AUTHORISED DELEGATE, IN THE PRESENCE OF:**

[redacted]

EXECUTED by **MARTINUS RAIL PTY LTD (ABN 90 117 147 645) BY ITS SOLE DIRECTOR AND SOLE COMPANY SECRETARY:**

[redacted]

Schedule 1 - Contract Particulars

Conditions Precedent to Completion: (Clause 1.1)	None
Contract Documents (Clause 1.1)	General Conditions of Contract Schedules 1 to 48 (inclusive) Exhibits A to J (inclusive)
Contractor: (Clause 1.1)	Martinus Rail Pty Ltd (ABN 90 117 147 645) 3b/33-35 Belmont Street, Sutherland, NSW 2232
Critical Domestic Materials: (Clause 1.1)	[redacted]
Date for Completion: (Clause 1.1)	Refer to Schedule 1A

Date for Milestone Achievement:
(Clause 1.1)

Refer to Schedule 1A

Defects Rectification Period:
(Clause 1.1)

(a) The Defects Rectification Period for the Works comprised in each Portion excluding Third Party Works, is the period commencing on the Date of Completion of the Portion and expiring 24 months after the Date of Completion of the last Portion to achieve Completion.

(b) The Defects Rectification Period for each discrete part of the Third Party Works is the period:

(i) commencing when the discrete part of the Third Party Works is determined to be complete under clause 2.5, 3.17 or 3.18 (as applicable); and

(ii) expiring 12 months after the discrete part of the Third Party Works is determined to be complete under clause 2.5, 3.17 or 3.18 (as applicable) or at such later time as may be prescribed by any applicable Third Party Agreement.

Environmental Representative:
(Clause 1.1)

Hazardous Materials Report:
(Clause 1.1)

None

Other Excepted Risk:
(Clause 1.1)

None

Independent Certifier
(Clause 1.1)

Name: AECOM Australia Pty Ltd

Address: Level 21, 420 George Street

Sydney NSW 2000

[redacted]

Interface Contractors:
(Clause 1.1)

- The Operator;
- The SSJ Contractor;
- The Line-Wide Contractor;
- The PSD/MGF Contractor;
- The CIDS/ODS Contractor;
- The SWM3 Contractor;
- The SWM5 Contractor;
- The P4 Stations Contractor;
- The P5 Stations Contractor;
- The P6 Stations Contractor;
- Sydney Trains; and
- Any additional "Interface Contractors" detailed in the SWTC.

Original Contract Price:
(Clause 1.1)

[redacted]

Portions: (Clause 1.1)	Refer to Schedule 1A
Milestones: (Clause 1.1)	Refer to Schedule 1A
Principal's Representative: (Clause 1.1)	[redacted]
Reports: (Clause 1.1)	Refer to Exhibit D
Third Party Agreements: (Clauses 1.1 and 2.15(b))	(a) Umbrella Works Authorisation Deed - Sydney Metro City & Southwest Project Doc No: SM-21-00421615 between the Principal and TfNSW dated 20 December 2021 (inclusive of the WAD Scope Schedule); (b) Revised Interface Agreement Managing Risks to Safety Due to Rail - Road Crossings between Sydney Trains and Inner West Council dated June 2017; (c) Revised Interface Agreement Managing Risks to Safety Due to Rail - Road Crossings between Sydney Trains and Canterbury-Bankstown Council dated March 2018; (d) Sydney Metro City & Southwest (Southwest Metro) - Global Safety Interface Agreement - Document No: 11823 between the Principal and Sydney Trains as amended by Amendment to the Sydney Metro City & Southwest Global Safety Interface Agreement dated 21 December 2021;

(e) Global Safety Interface Agreement - Transport for NSW and Sydney Metro- Document No: SM-21-00117768 between the Principal and TfNSW;

(f) Sydney Metro City & Southwest - Southwest Metro - Construction Safety Interface Agreement - Document No: 11923 between the Principal and ARTC;

(g) Sydney Metro City & Southwest - Transition Agreement Foundation Infrastructure Works Contracts (000-TPA-ST_RC-02) between the Principal, Sydney Trains and TAHE dated 7 November 2018 as amended and restated in Schedule 1 of the "Third Amendment to the Sydney Metro City & Southwest -Transition Agreement – Foundation Infrastructure Works Contracts" dated 27 September 2021;

(h) Sydney Metro City & Southwest - Transition Agreement 000-TPA-ST_RC-02: Scope of Works and Access Schedule for Errant and Hostile Vehicle Mitigation Treatments (CIRA) Document number: SM-24-00091897 between the Principal, Sydney Trains and TAHE;

(i) Licence for Permitted Use of the Shared Corridor Document number: SM-24-00091899 between the Principal and TAHE; and

(j) Sydney Metro Program SWC Interface Deed (000-TPA-SWC) - Transport for NSW and Sydney Water Corporation - Document No. SM-17-00099744 dated 2 January 2018 between TfNSW and Sydney Water Corporation.

Working days:
(Clause 1.2(m))

Monday to Saturday excluding public holidays in Sydney and rostered days off, plus any day included in a Track Possession.

Order of Precedence:
(Clause 1.4)

(a) the Contract excluding the Schedules and the Exhibits; then

(b) the Schedules; then

(c) Exhibit A - the SWTC; then

(d) the remaining Exhibits.

Are Deed Polls in Schedule 11 of the Sydney Trains Transition Agreement and Schedule 24 required (Clause 1.5)	Yes
Names of persons in whose favour the Deed Polls in Schedule 11 of the Sydney Trains Transition Agreement and Schedule 24 are required (Clause 1.5)	(a) **Deed Poll in Schedule 11 of the Sydney Trains Transition Agreement:** Separate deed polls in favour of each of: (i) Sydney Trains; and (ii) TAHE. (b) **Deed Poll in Schedule 24:** Separate deed polls in favour of each of: (i) Sydney Trains; and (ii) TfNSW.
Amount for approval of Subcontracts: (Clause 2.2(b))	[redacted]
Parts of Works requiring approval for particular Subcontractor: (Clause 2.2(b))	[redacted]
Subcontractors required to effect professional indemnity insurance: (Clause 2.2(c))	[redacted]

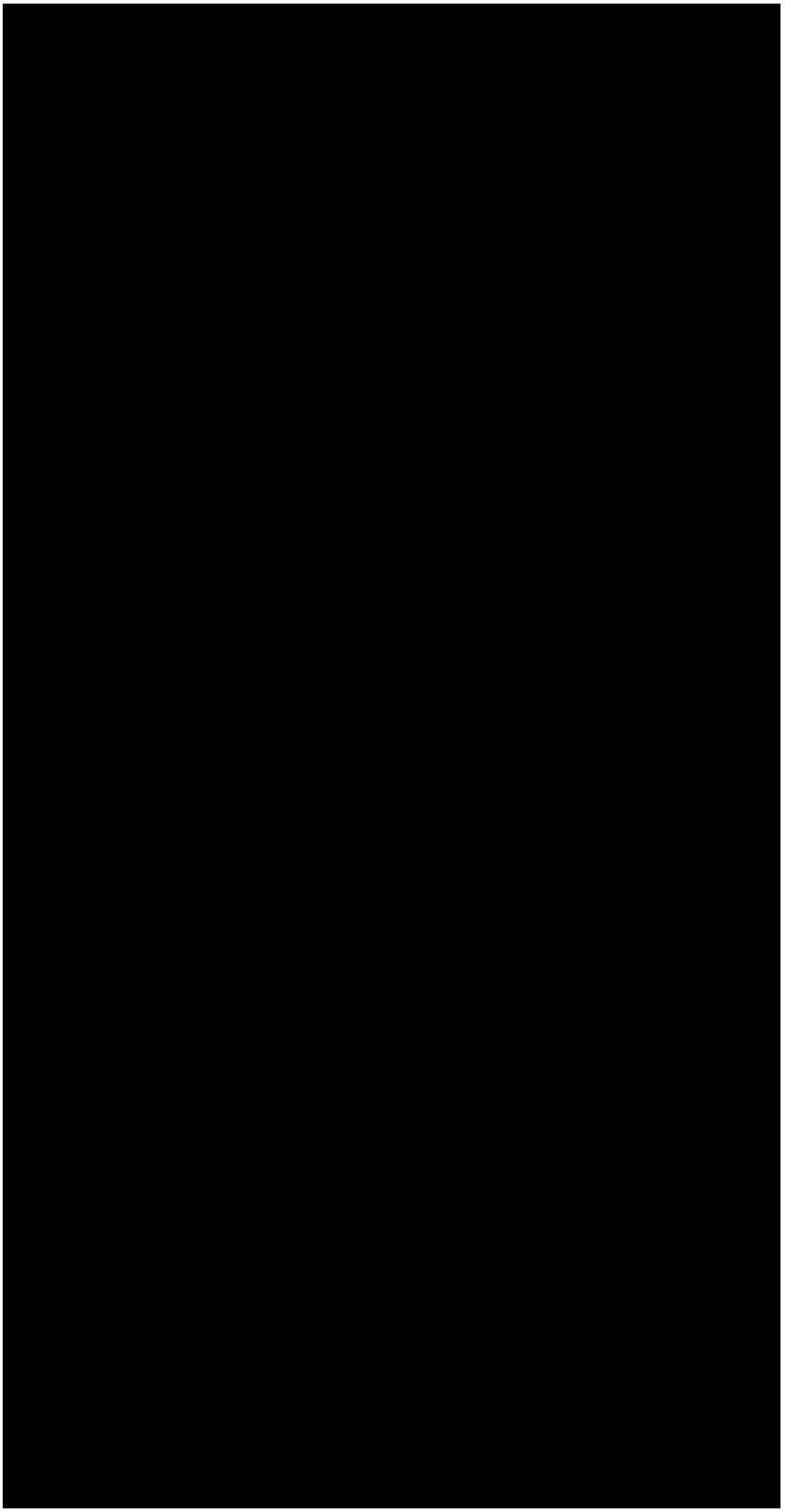
Minimum amount of professional indemnity insurance required: (Clause 2.2(c))	[redacted]
Subcontract prices for which security of payment provisions are required: (Clause 2.2(e)(i))	[redacted]
Subcontractors required to execute deed in form of Schedule 14: (Clause 2.2(e)(iv)A)	[redacted]
(Clause 2.2(e)(iv)B)	[redacted]
Warranties required from Subcontractors: (Clause 2.2(f))	Refer to Exhibit E
Subcontractors to be novated to Contractor: (Clause 2.2(g))	None
Parent Company Guarantee: (Clause 2.7(h))	Required: Yes Guarantor: [redacted]

The party responsible for payment of the Long Service Leave Levy is (Clause 2.8)	Contractor
Number and form of copies of the work method statements: (Clause 2.9(a)(i)C)	1 hard copy and 1 electronic copy in pdf format

The principal contractor under the WHS legislation is: (Clause 2.13)	**Person**	**Period of Appointment**
	The Contractor	From the date of this Contract until the date of completion of all construction work comprising the Contractor's Activities

Period after notice for inspection of Contemporaneous Work: (Clause 2.17(a))	14 days
Construction Site access preconditions: (Clause 3.1(c)(ii)E)	Any other Construction Site access preconditions stated in the Contract or any Third Party Agreement.
Maximum daily amount of delay damages for failure to give access: (Clause 3.1(e)(ii))	[redacted]

[redacted]



Contamination: (Clause 3.9)	
Alternative applying:	Alternative 2
If Alternative 1 applies, definition of the Contamination Report	Not applicable
Condition surveys exist for the following properties: (Clause 3.13)	None
Number of copies of Design Documentation and survey information: (Clause 5.5)	4 (3 bound and 1 unbound) plus one copy in electronic format

Clause No	**percentage**

Percentages to be applied to Variation and daywork costs: (Clauses 6.4 and 6.7)	6.4(b)(ii)A (including a valuation required to be made by clauses 3.5(c) or 3.9(f)(vi))	[redacted]
	6.4(b)(ii)B	
	6.7	

[redacted]

Percentage for Overhead Costs and profit on Provisional Sum Work (clause 7.3(c))	[redacted]
New Defects Rectification Period: (Clause 8.6)	[redacted]
Management Review Group representatives:	**Principal's representatives:** [redacted]

(Clause 9.18(a))

[redacted]

Contractor's representatives:

[redacted]

Management Review Group meeting times:

(Clause 9.20(a)(i))

Monthly (unless otherwise directed by the Principal's Representative from time to time).

Contractor's Personnel
(Clauses 2.1(d), 9.4(a) and 9.4(b)(i))

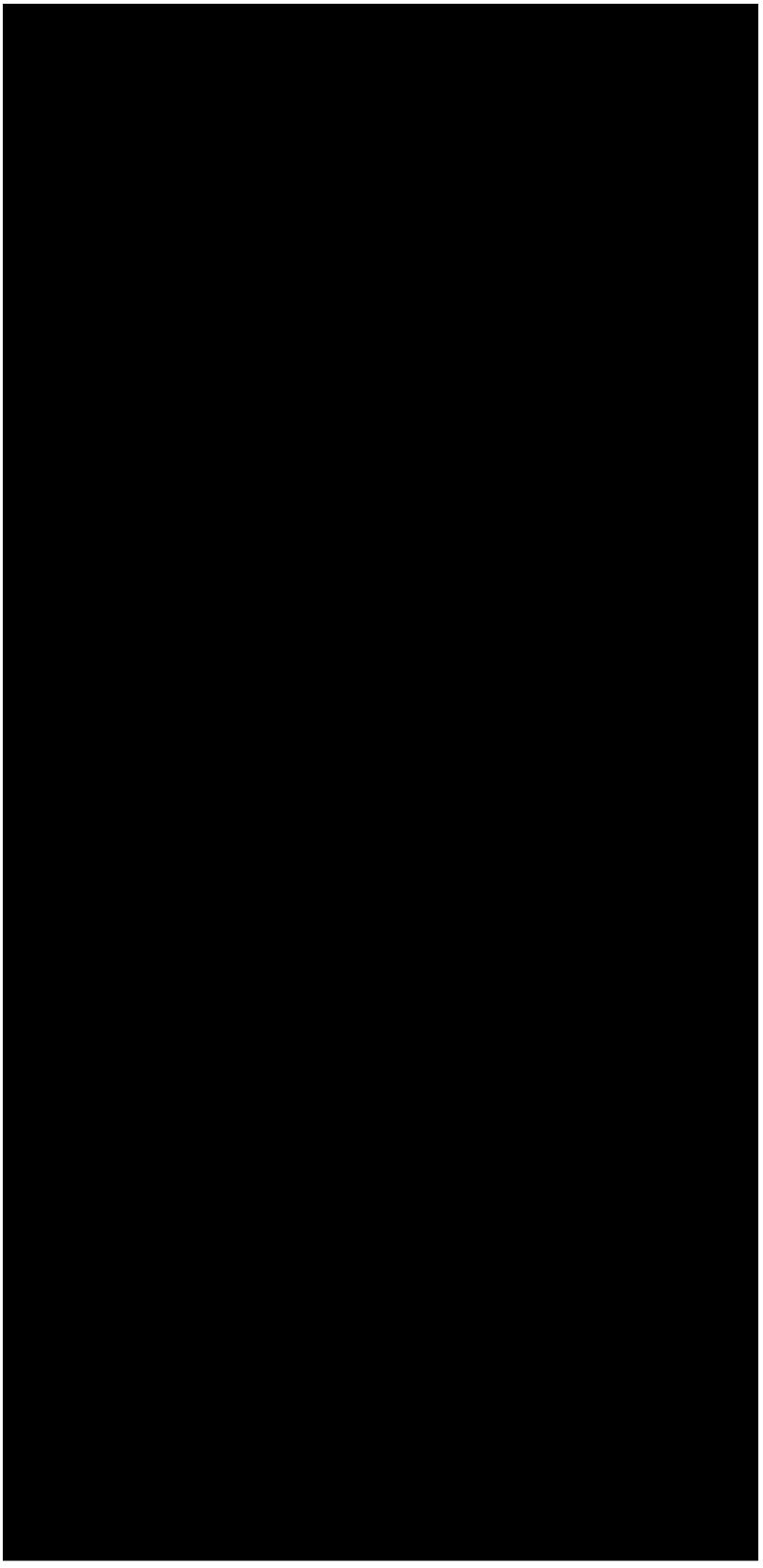
Contractor's Representative – [redacted]

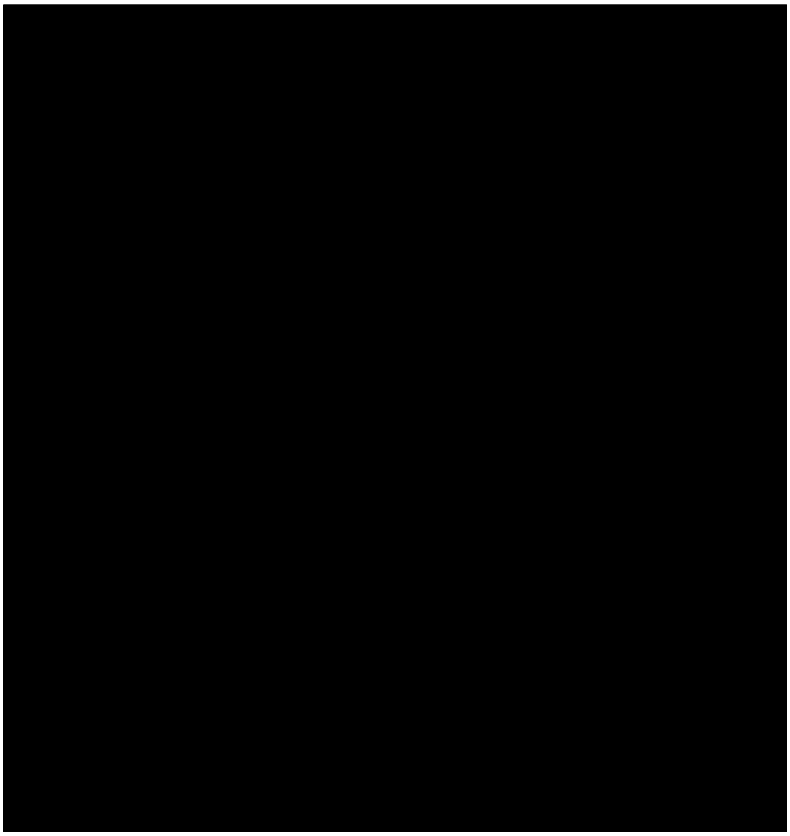
Project Manager – [redacted]

Construction Manager – [redacted]

General Superintendent – [redacted]

	Utilities Manager – [redacted] Engineering Manager – [redacted] Design Manager – [redacted] Quality & Systems Manager – [redacted] Community & Stakeholder Engagement Manager – [redacted] Work, Health & Safety Manager – [redacted] Environmental & Sustainability Manager – [redacted] Workforce Development & Industry Participation Manager [redacted]
Is the Contractor required to submit a Project Training Management Plan: (Clause 9.16)	No
Training Target (Clause 9.16(f)(i))	The Contractor must ensure that by the Date of Completion of the last Portion to achieve Completion at least 20% of the Contractor's tradespersons engaged in the Contractor's Activities were made up of Apprentices.
Causes of delay entitling Contractor to extension of time: (Clause 10.7(a))	[redacted]





Progressive Inspection and Testing: **(Clause 13.1)**	• Site handover • Endorsement of SOHI by OEH • Temporary works design approval • Demolition • Scaffolding • Precast concrete shop drawing and steel barriers, prior to commencement/casting • Anti-throw screen shop drawing approvals • Piling • Pre-pour • Stage 1,2, and 3 submissions • Heritage asset removal, transport, storage and re-install • Possession • Site open to traffic
Liquidated damages for failure to achieve Completion by the Date for Completion: (Clause 13.7(a))	Refer to Schedule 1A
Liquidated damages for failure to achieve Milestone Achievement by the Date for Milestone Achievement: (Clause 13A.6(a))	Refer to Schedule 1A
Limit of liability for liquidated damages for delay: (Clause 13B)	[redacted]

Insurance of the Works
(Clause 14.4)

Alternative applying	Alternative 1

Public liability insurance
(Clause 14.5)

Alternative applying	Alternative 1

Amount of Contractor's insurance:
(Clauses 14.6(a) and 14.6(f)(iii))

- **Workers compensation insurance** or similar insurance as required under clause 13.6 for an amount as required by Law
- **Construction Plant Insurance**
  Current market value of the Construction Plant
- **Professional Indemnity Insurance**
  [redacted]
- **Motor Vehicle Insurance**
  [redacted]
- **Asbestos Liability Insurance**
  [redacted]
- **Insurance required by Law or Change in Law**
  As required by Law

Period for Professional Indemnity Insurance:
(Clause 14.8(d))

7 years

Person in Insolvency Event:
(Clause 15.4(a)(i)C)

[redacted]

Amount for termination for convenience:
(Clause 15.10(a)(v))

[redacted]

Addresses:
(Clause 17.1(b)(i))

- **Principal:**

[redacted]

- **Principal's Representative:**

[redacted]

- **Contractor:**

[redacted]

Time for giving notices:
(Clauses 18.1(a) and 18.3(a))

14 days

Time for written Claims: (Clauses 18.1(b) and 18.3(c))	28 days
Pandemic Relief Event Site Allowance (Clause 23.5(a)(ii))	[redacted]

Schedule 1A- Portions and Milestones

(Clauses 13, 13A and others)

[redacted]

1. **PORTIONS**

Portion	Description of Infrastructure	Date for Completion	Liquidated Damages
[redacted]			

2. MILESTONES

Milestone	Description	Date for Milestone Achievement	Liquidated Damages
[redacted]			

Schedule 1B- Portion and Milestone amendments for [redacted]

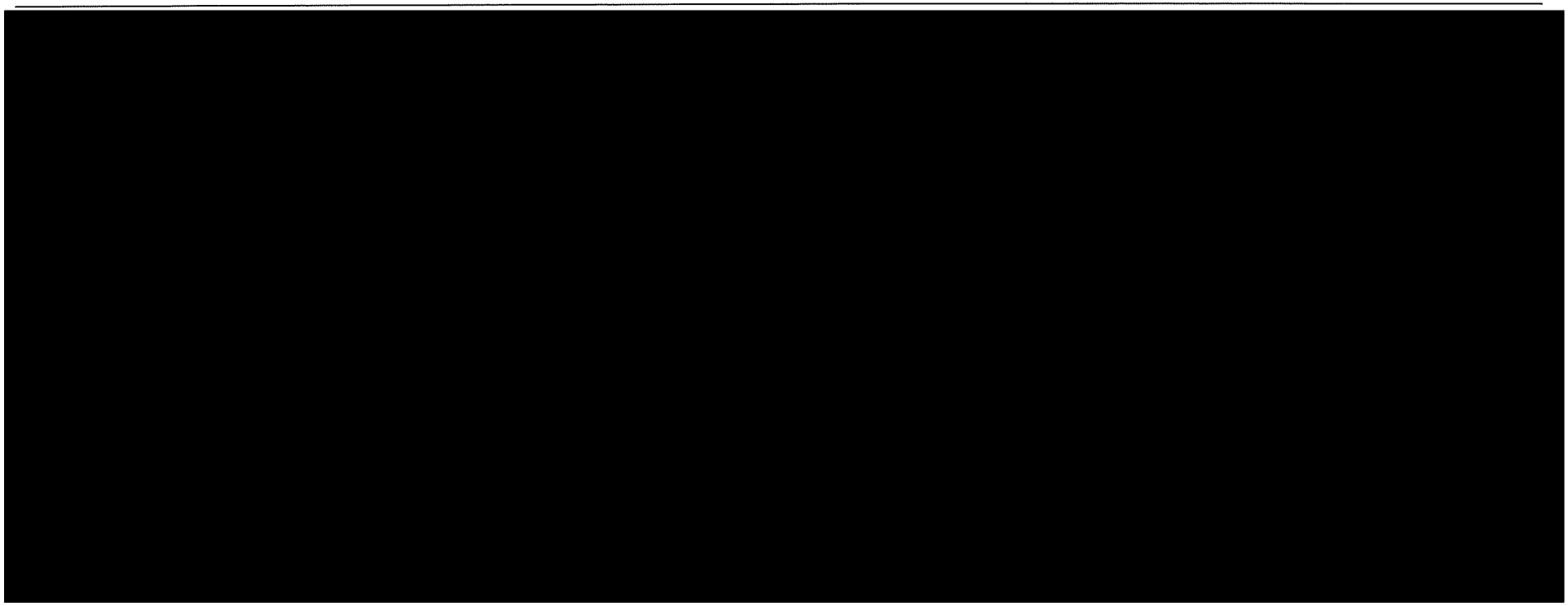
[redacted]

1. **PORTIONS**

Portion	Description of Infrastructure	Date for Completion	Liquidated Damages
[redacted]			

2. MILESTONES

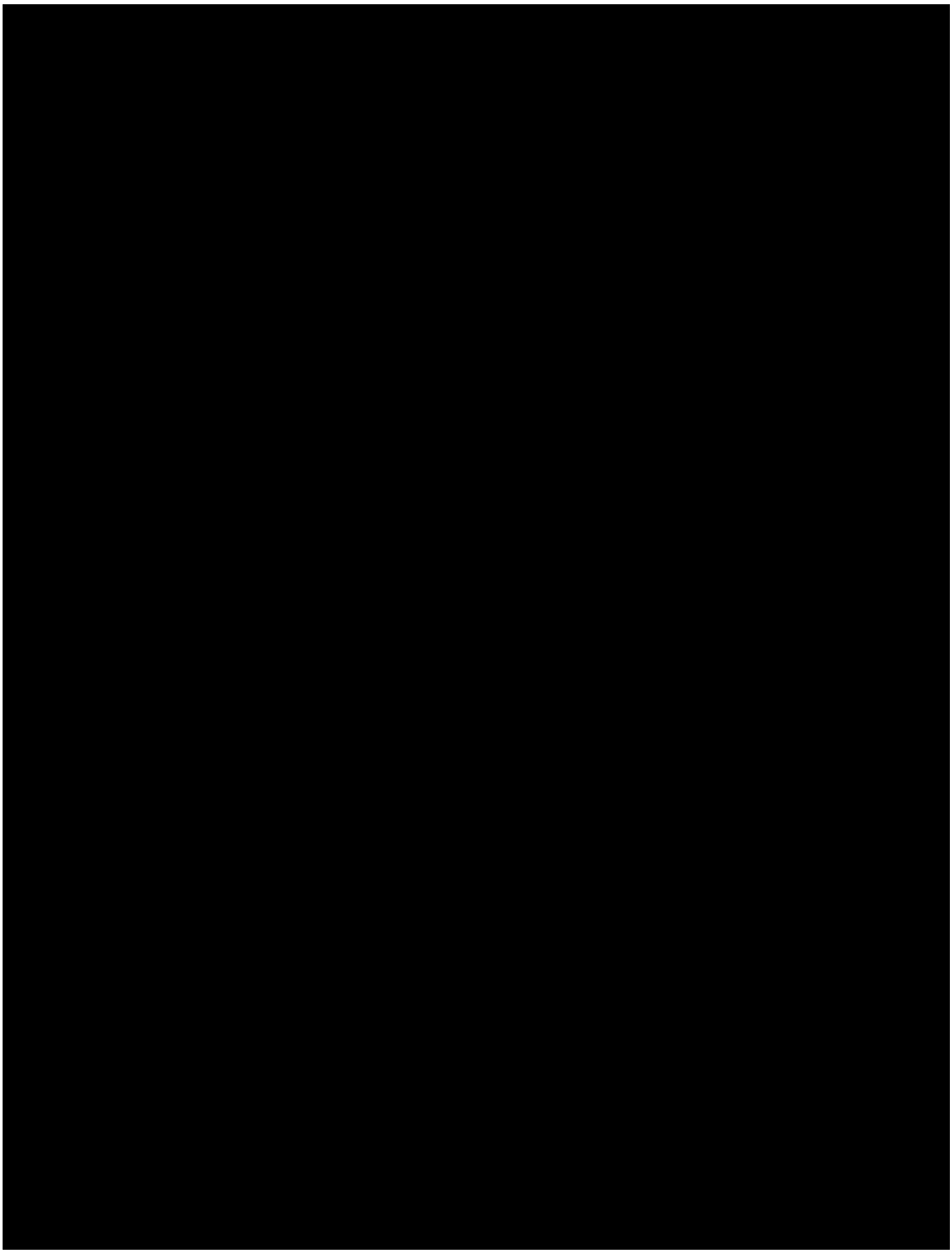
Milestone	Description	Date for Milestone Achievement	Liquidated Damages
[redacted]			



Schedule 2 - Payment Breakdown Schedule

(Clause 11.2(a))

Original Contract Price Details



Schedule 3 - Form of Confidentiality Undertaking

(Clauses 2.2(e)(iii) and 17.11(c)(i))

To: [ ]

We the engaged Consultant/Supplier/Contractor/Subcontractor body, undertake to treat as confidential all information received/generated from the (Principal) in respect of work performed by the Principal.

The Consultant/Supplier/Contractor/Subcontractor hereby undertakes:

(a) To disclose information to its employees only on a need-to-know basis;

(b) Not to disclose information to any other person without first obtaining the written consent of the Principal;

(c) To ensure that its employees to whom information is disclosed will comply with (a) and (b) above.

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

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

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

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

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

Dated: .....

SIGNED for and on behalf of:

.....
(Print Company Name)

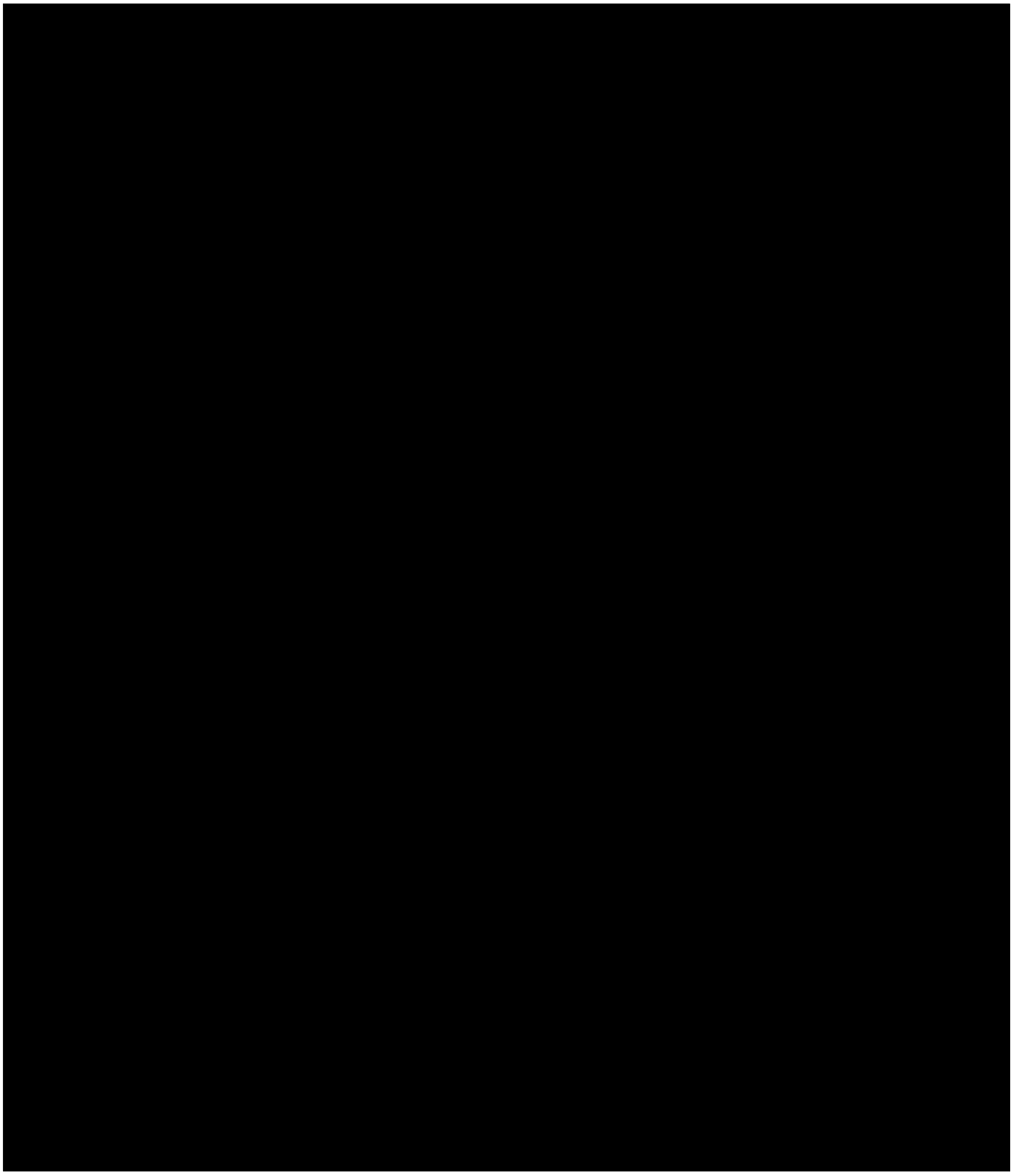
By: ....
(Print Name) (Signature)

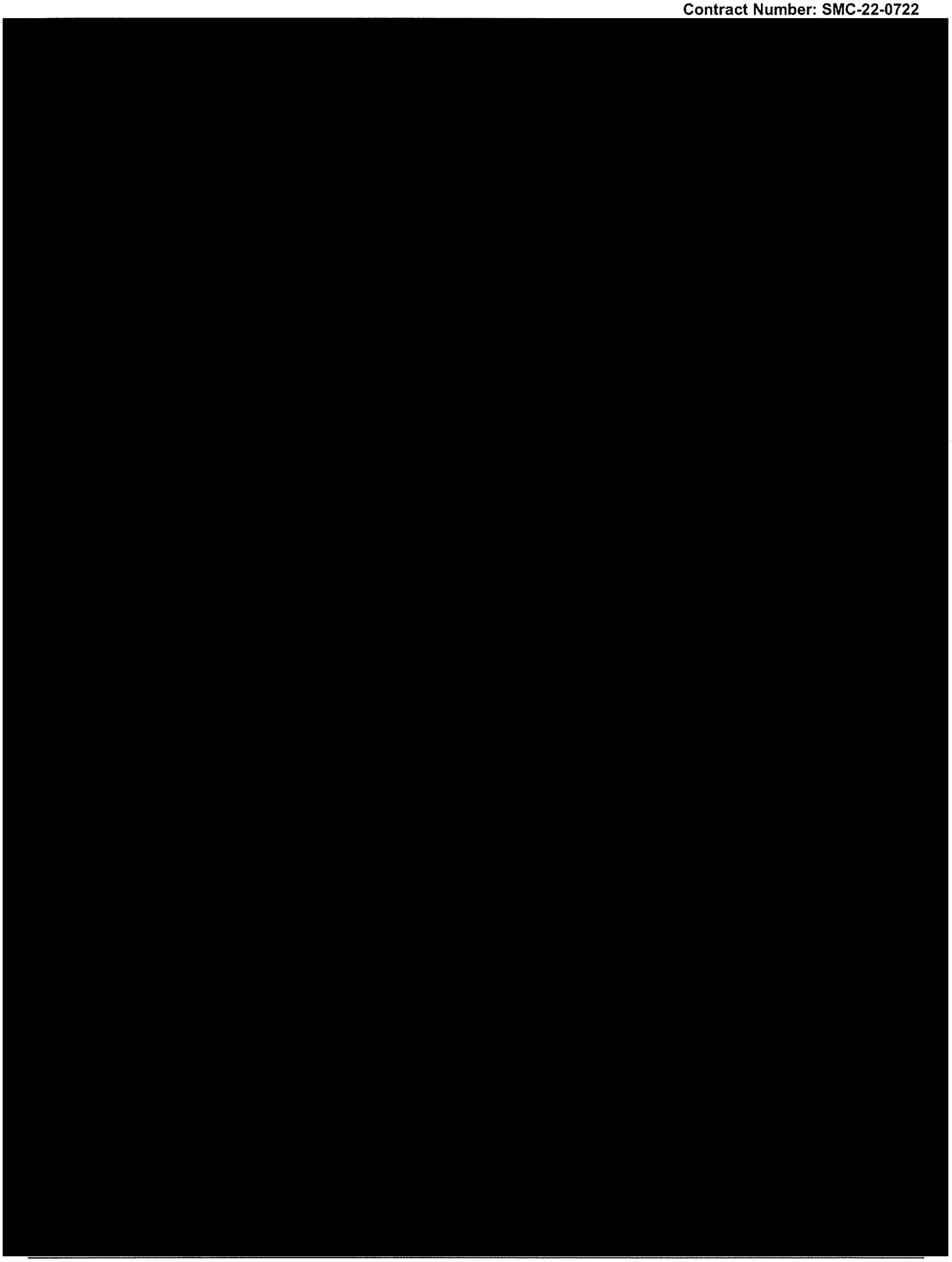
in the presence of:

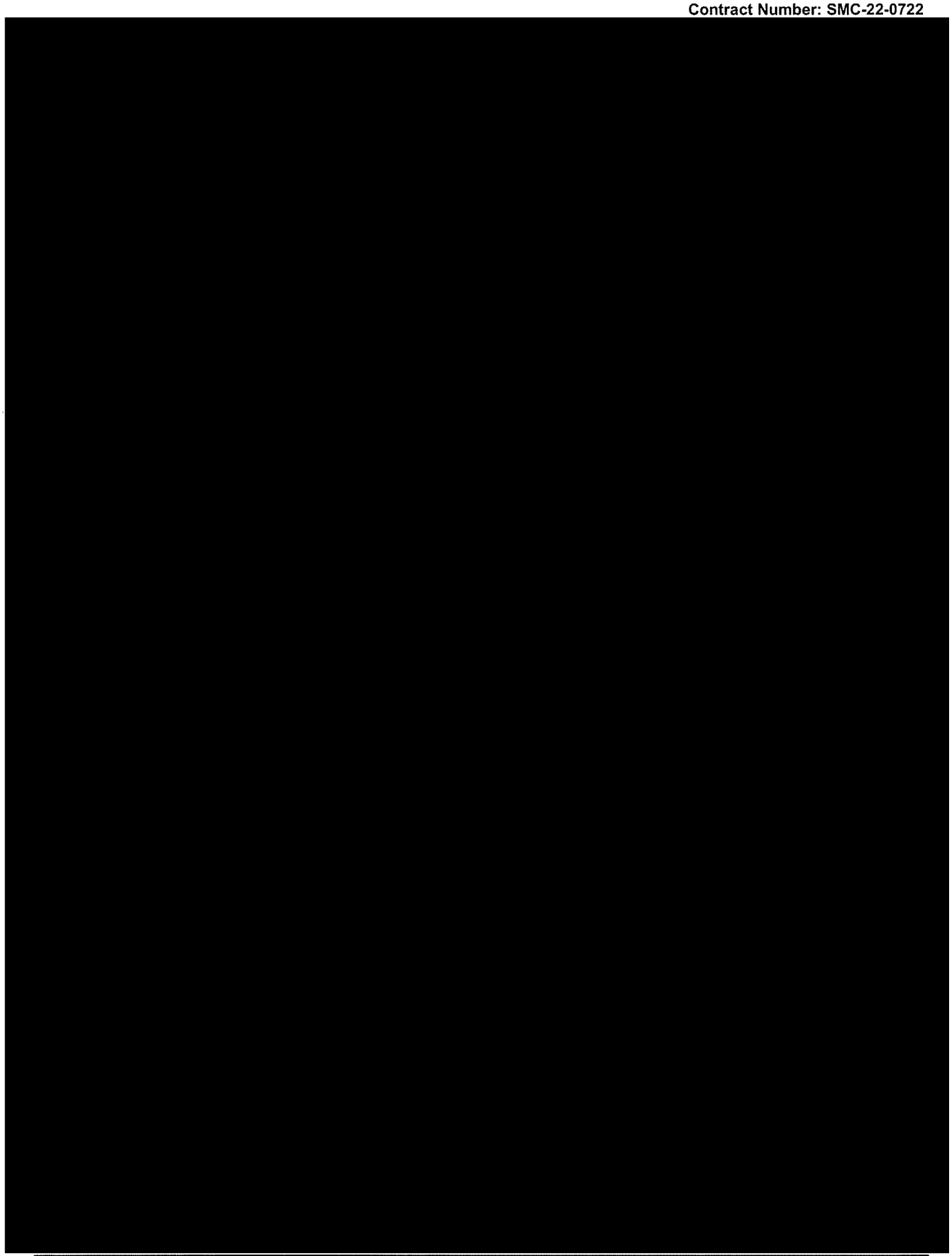
....
(Print Name) (Signature)

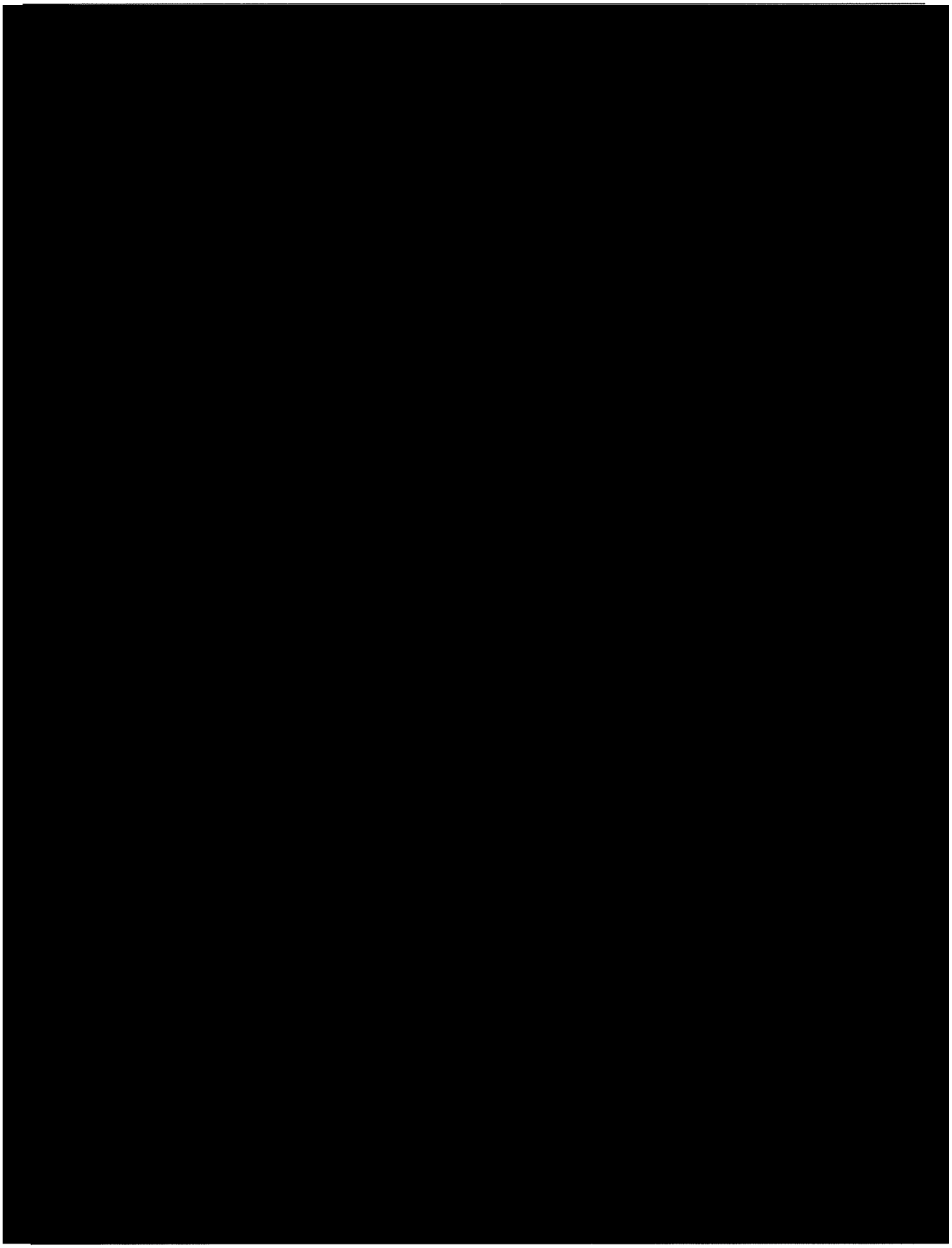
Schedule 4 - Action in Complying with Planning Approval

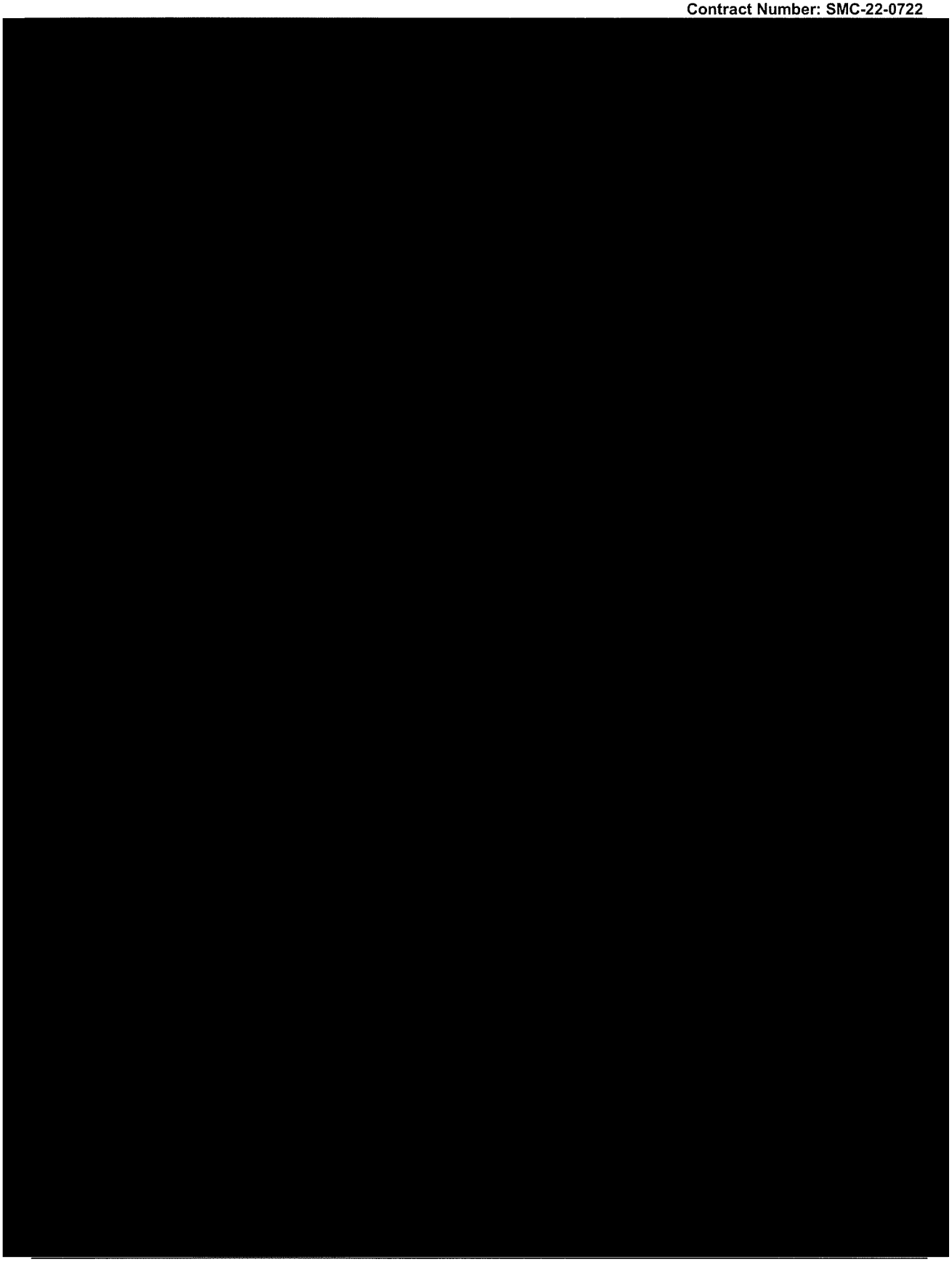
(Clause 2.3(c))

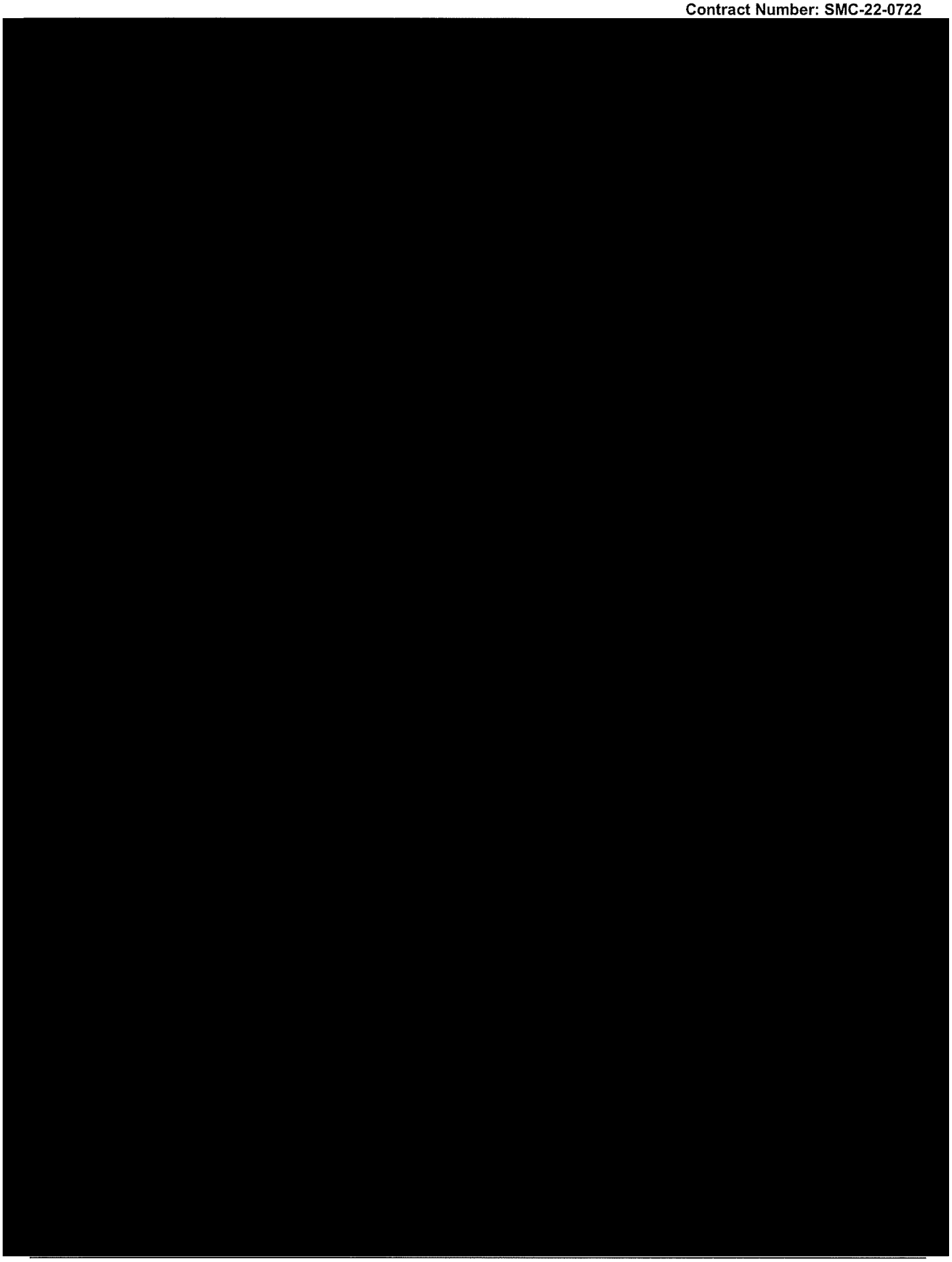


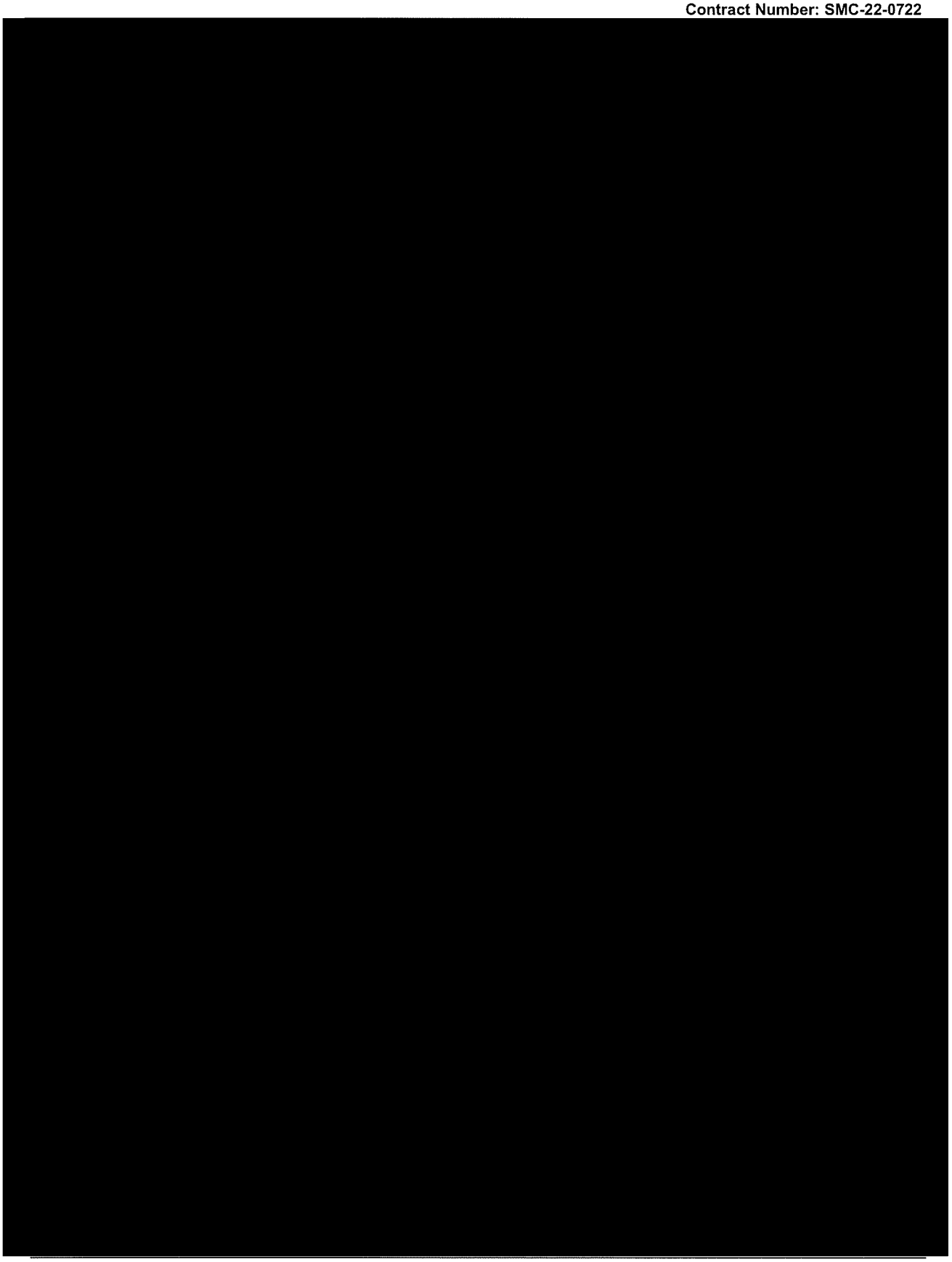


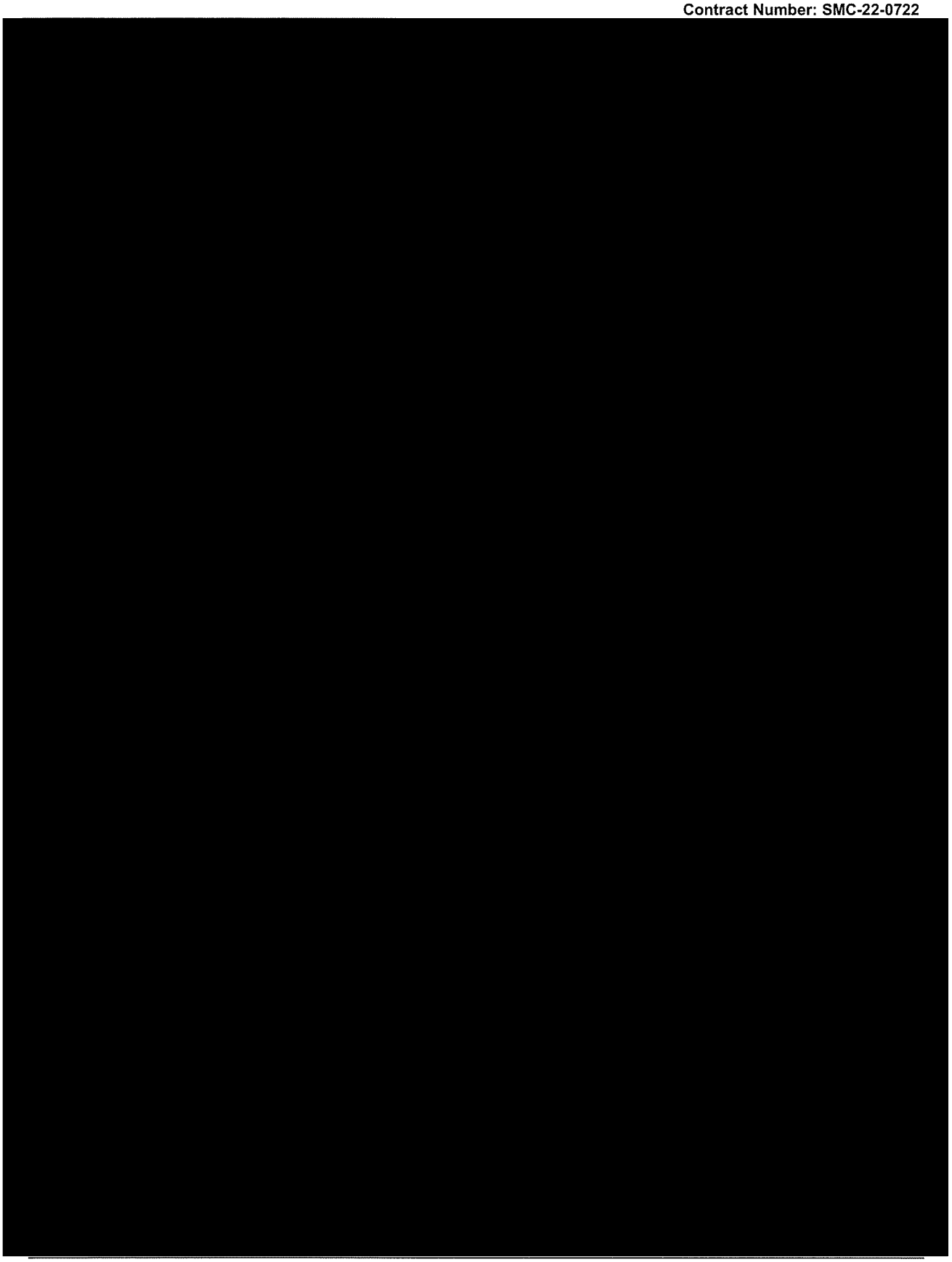


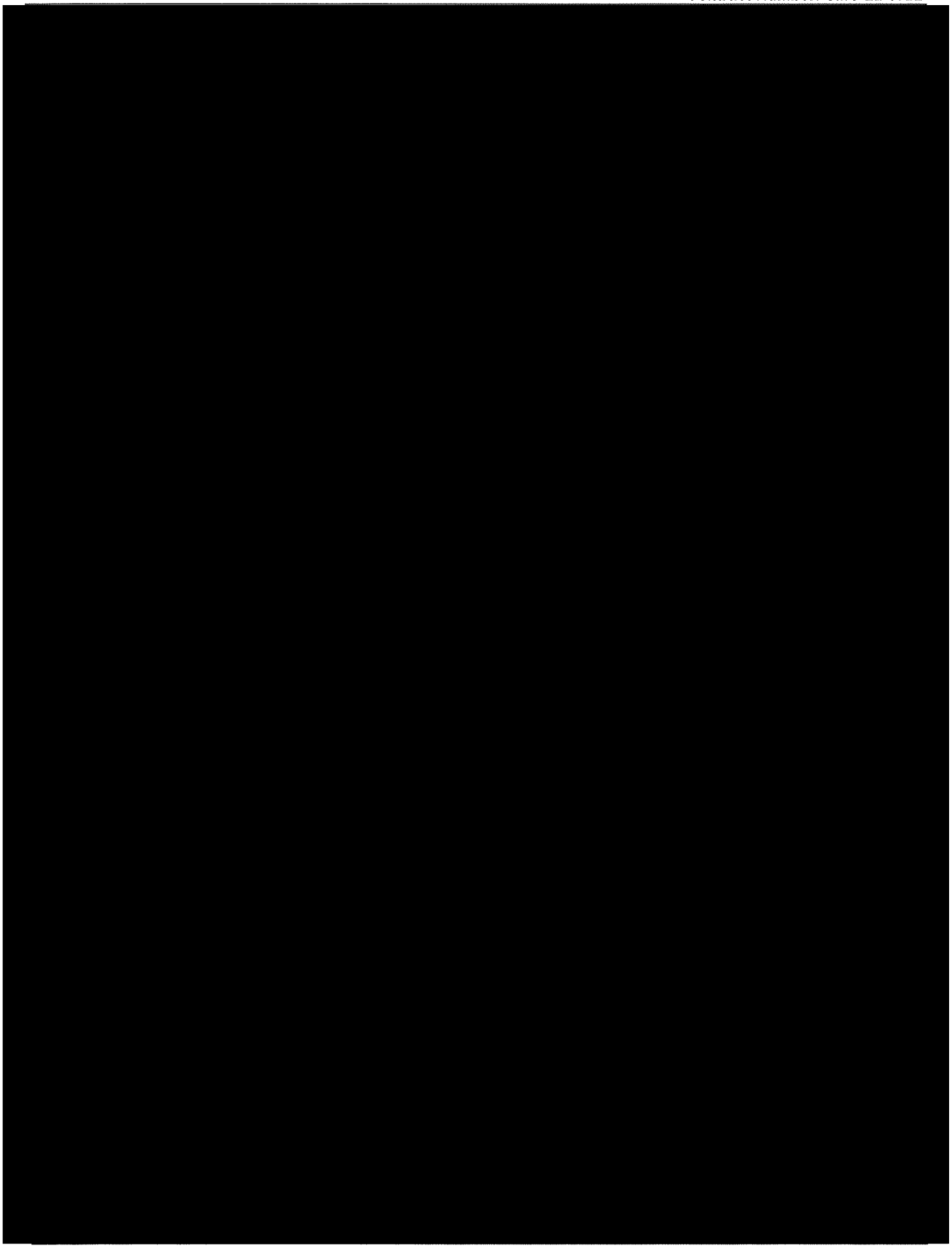


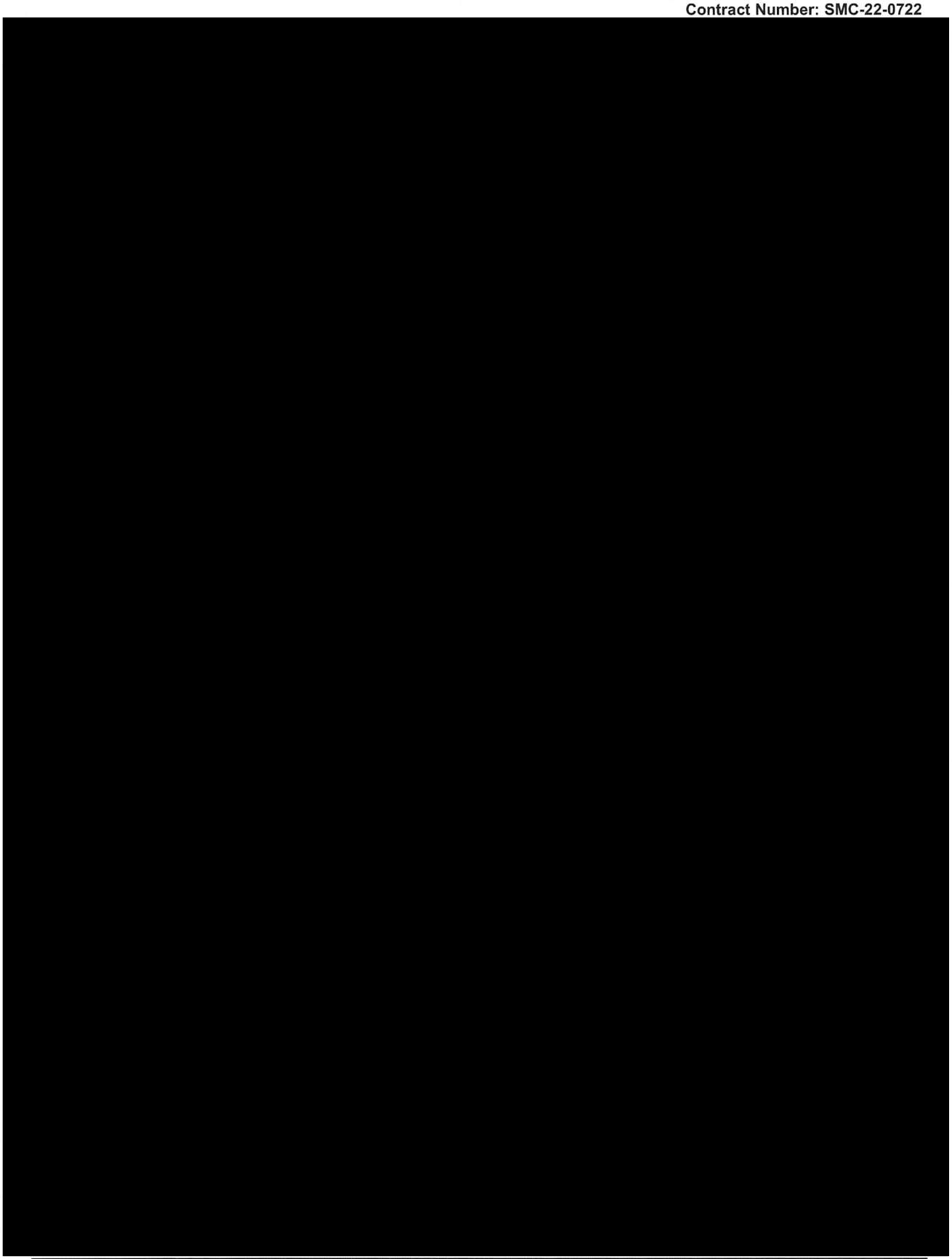


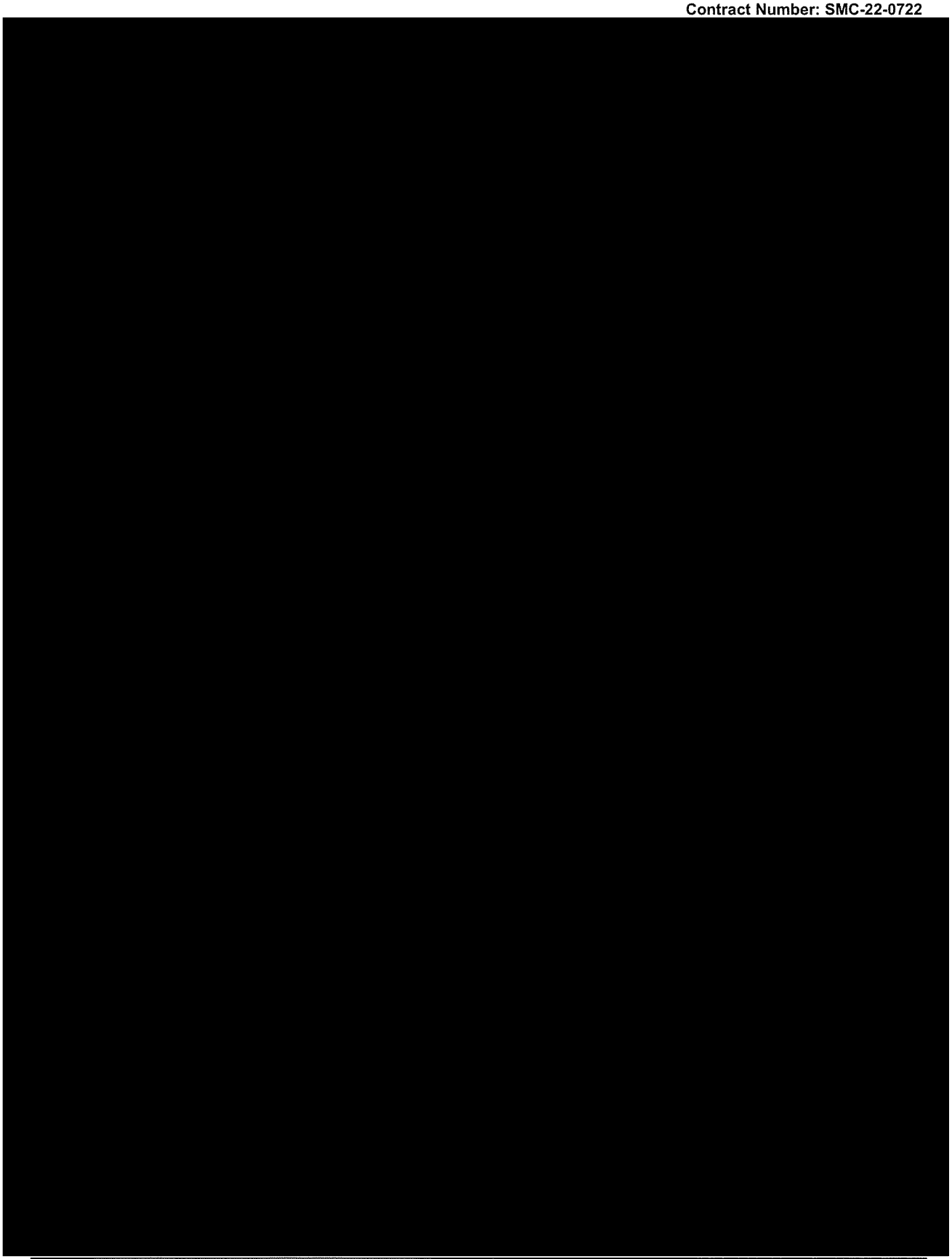


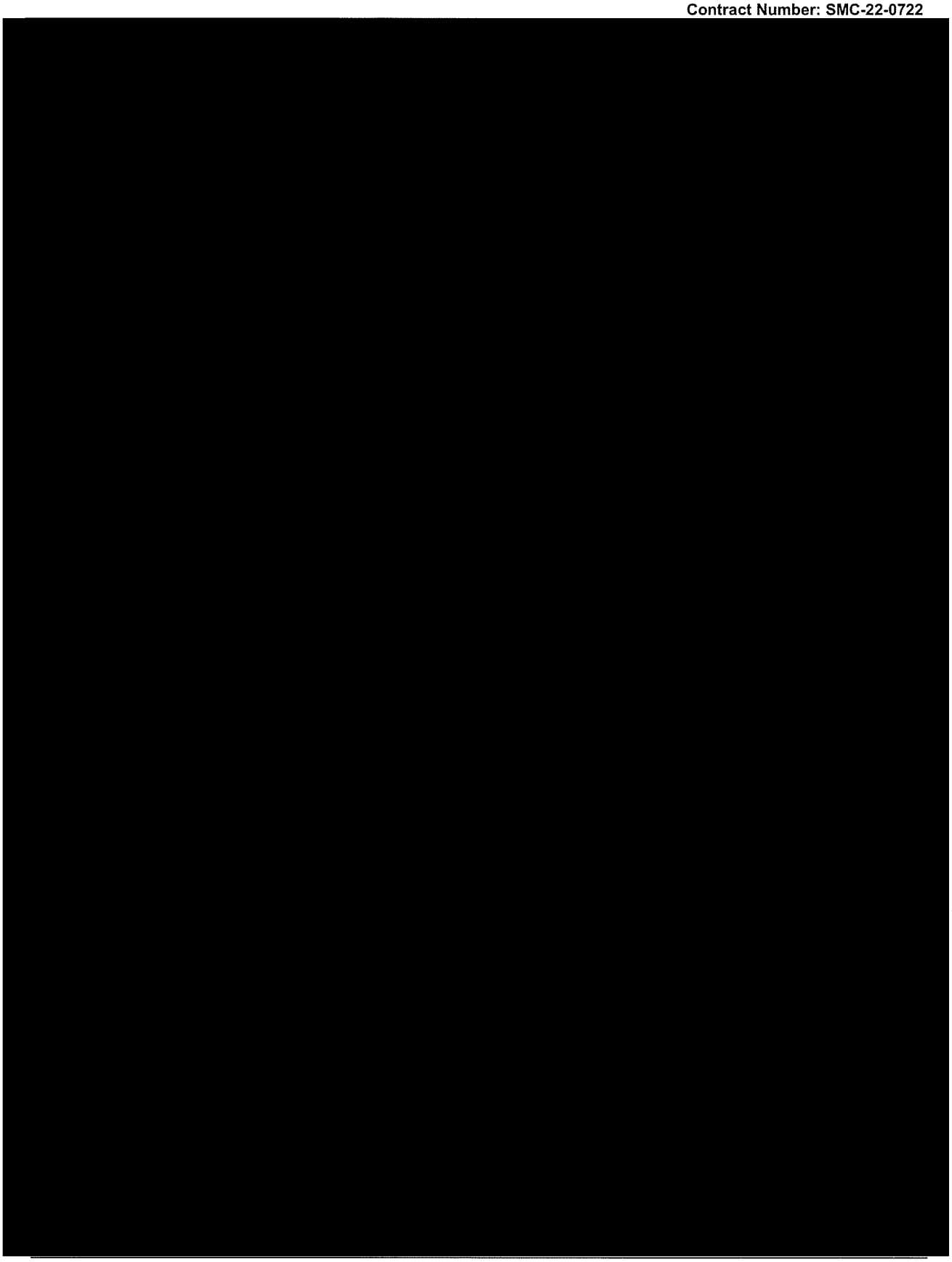


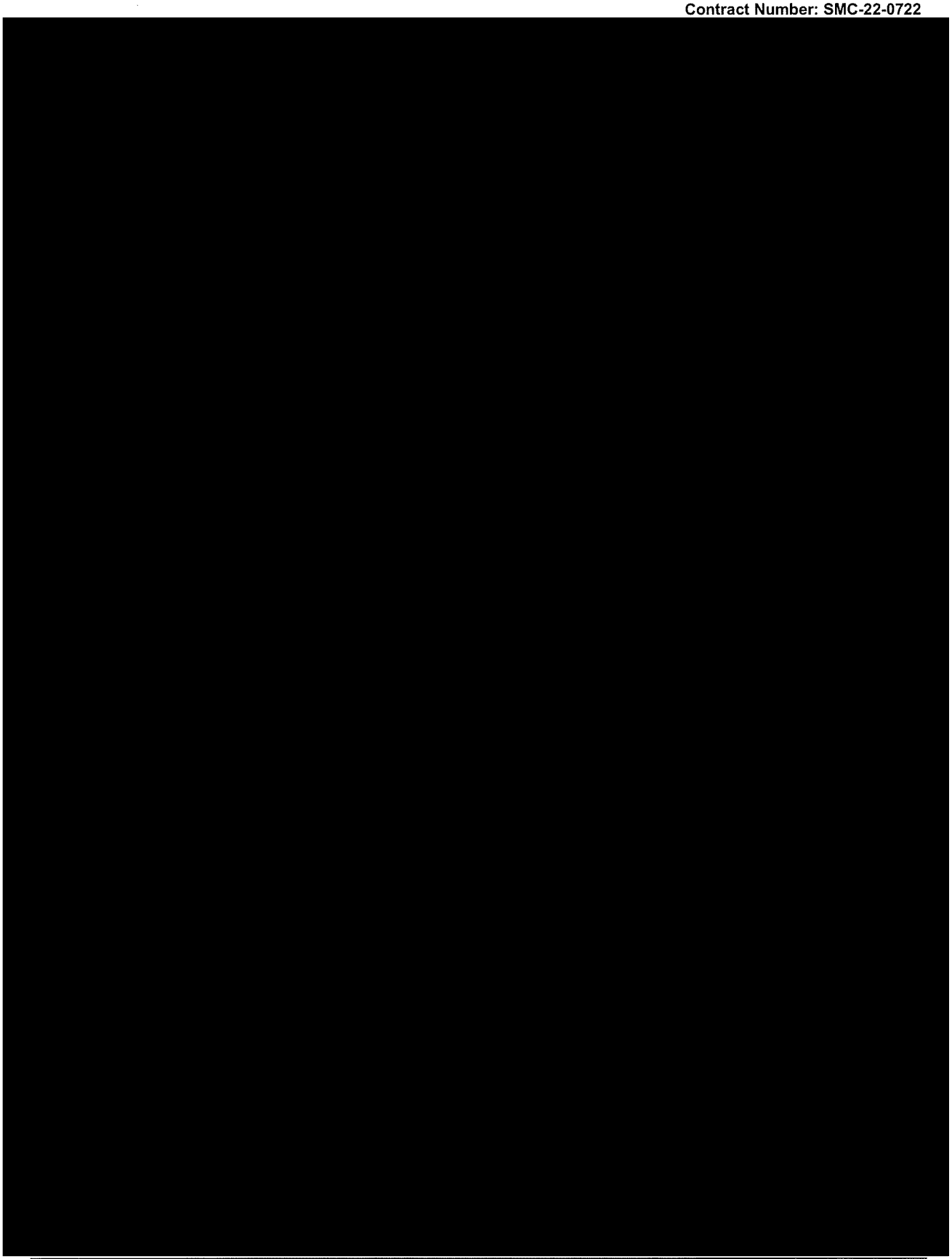


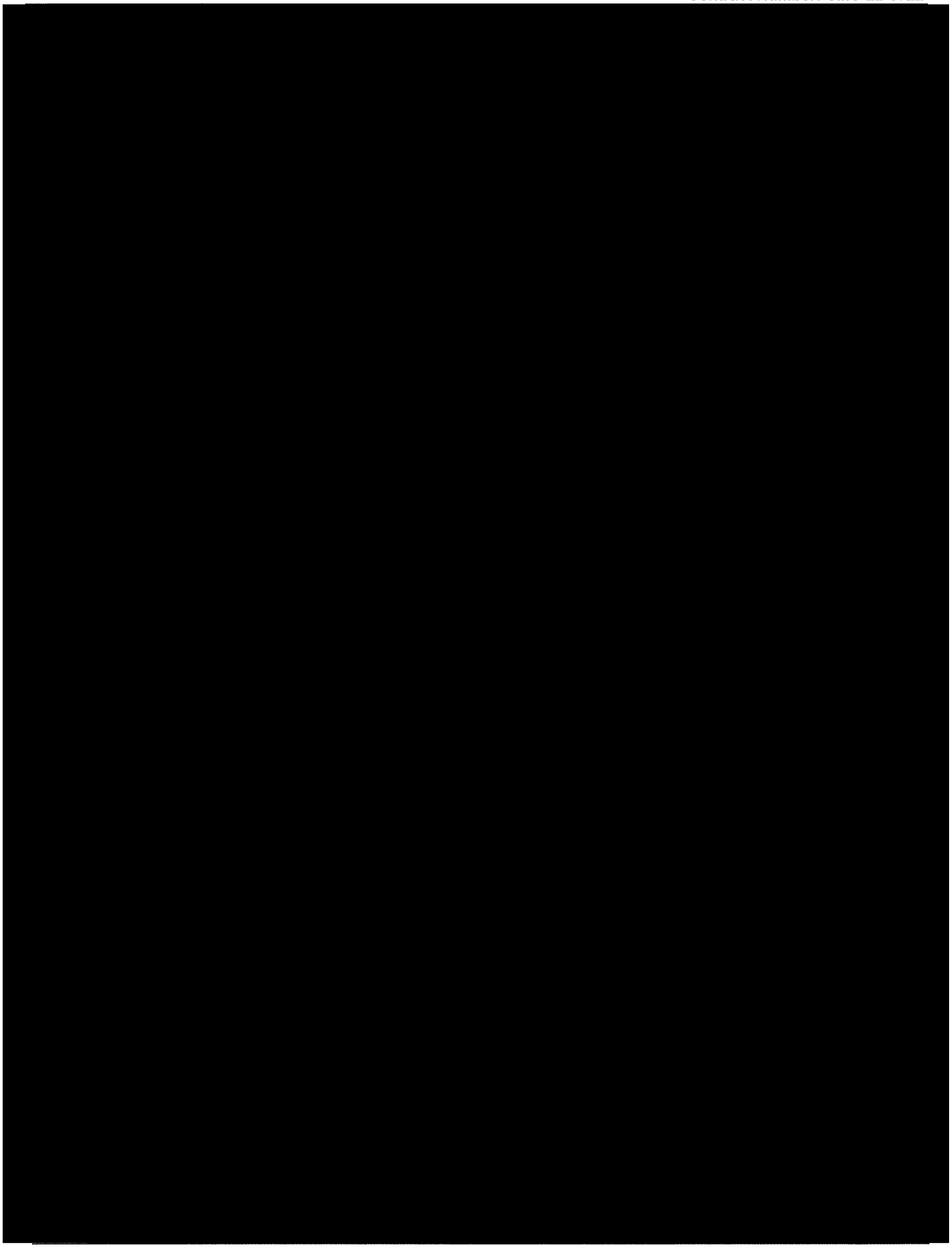




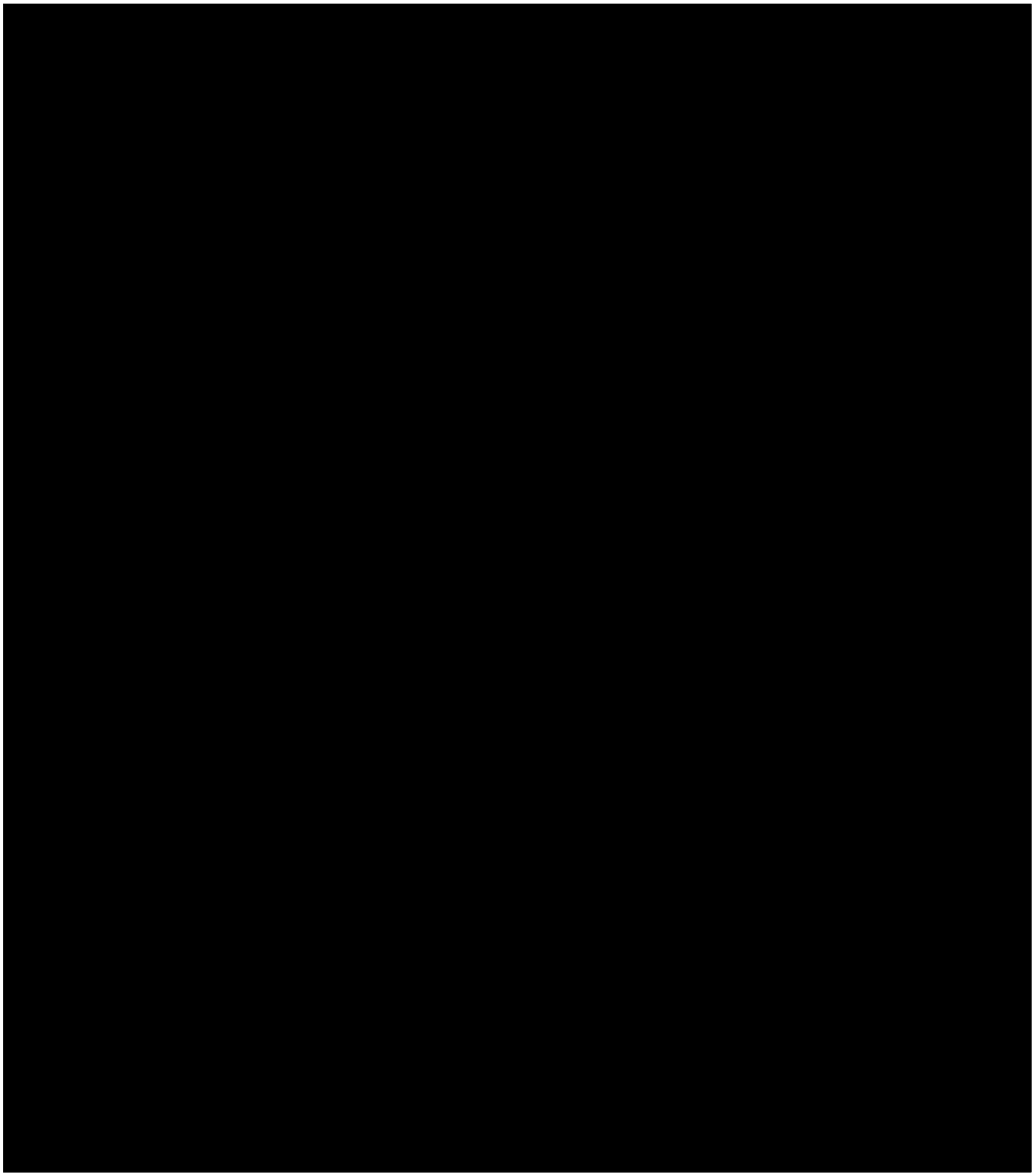


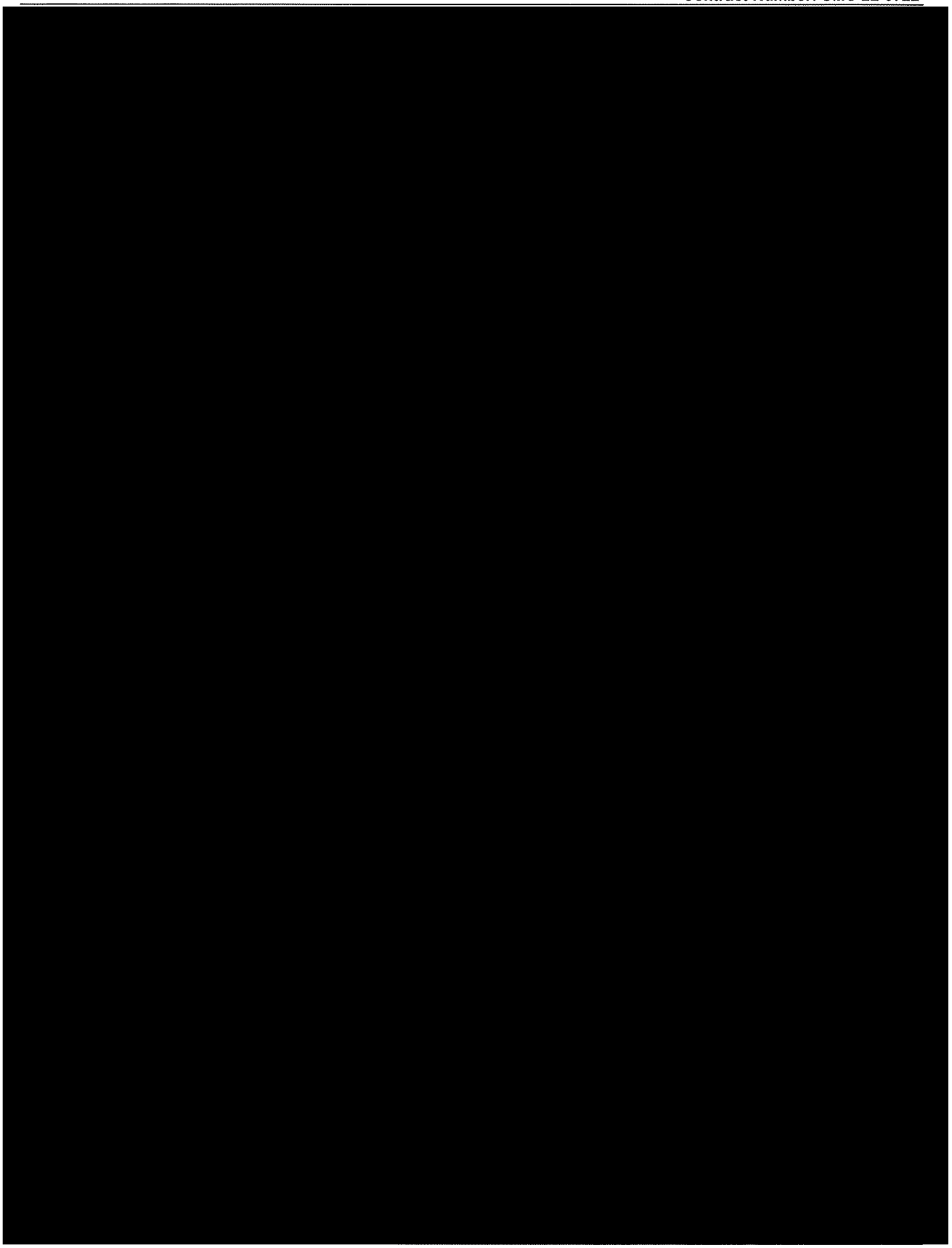


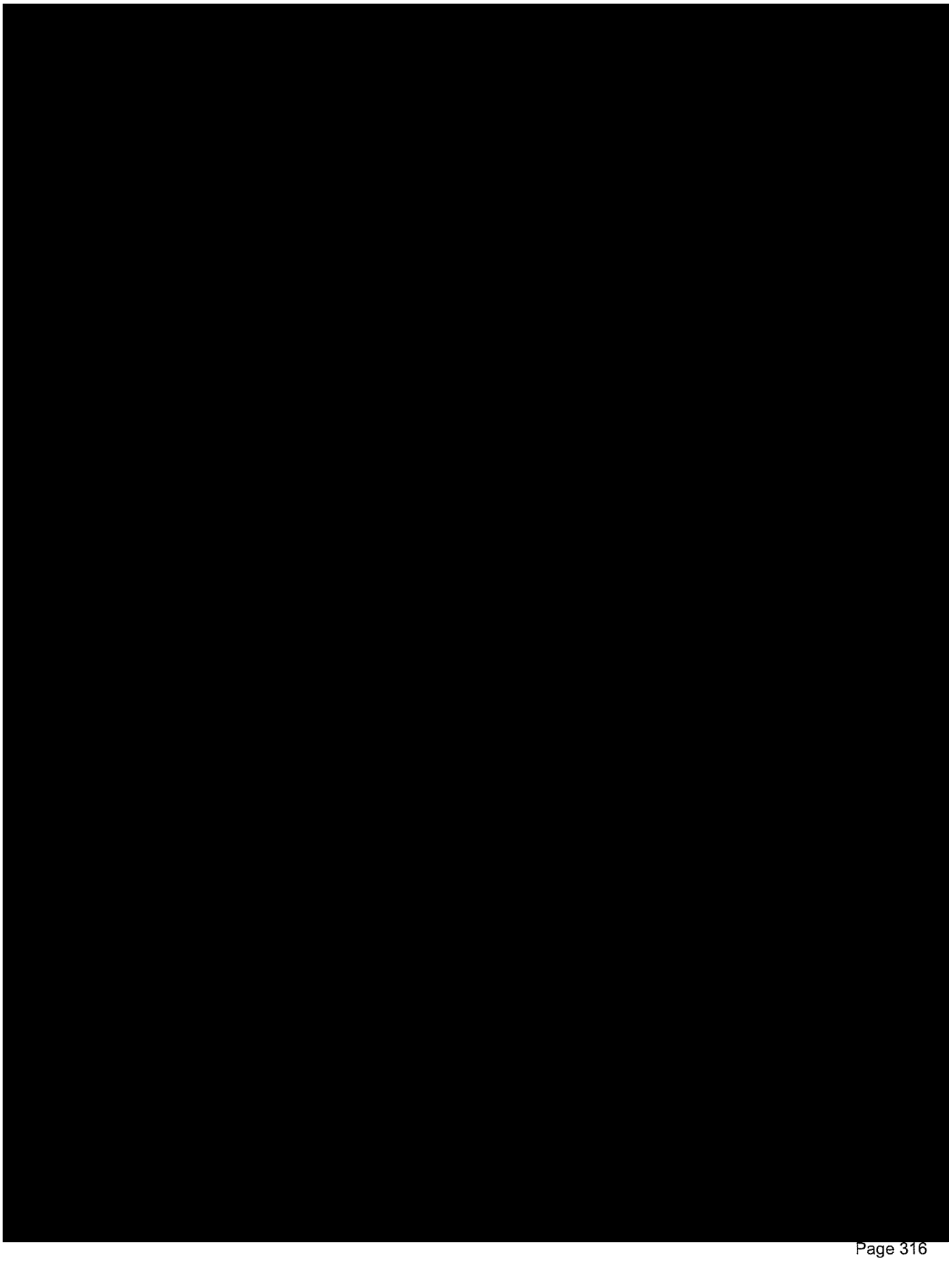


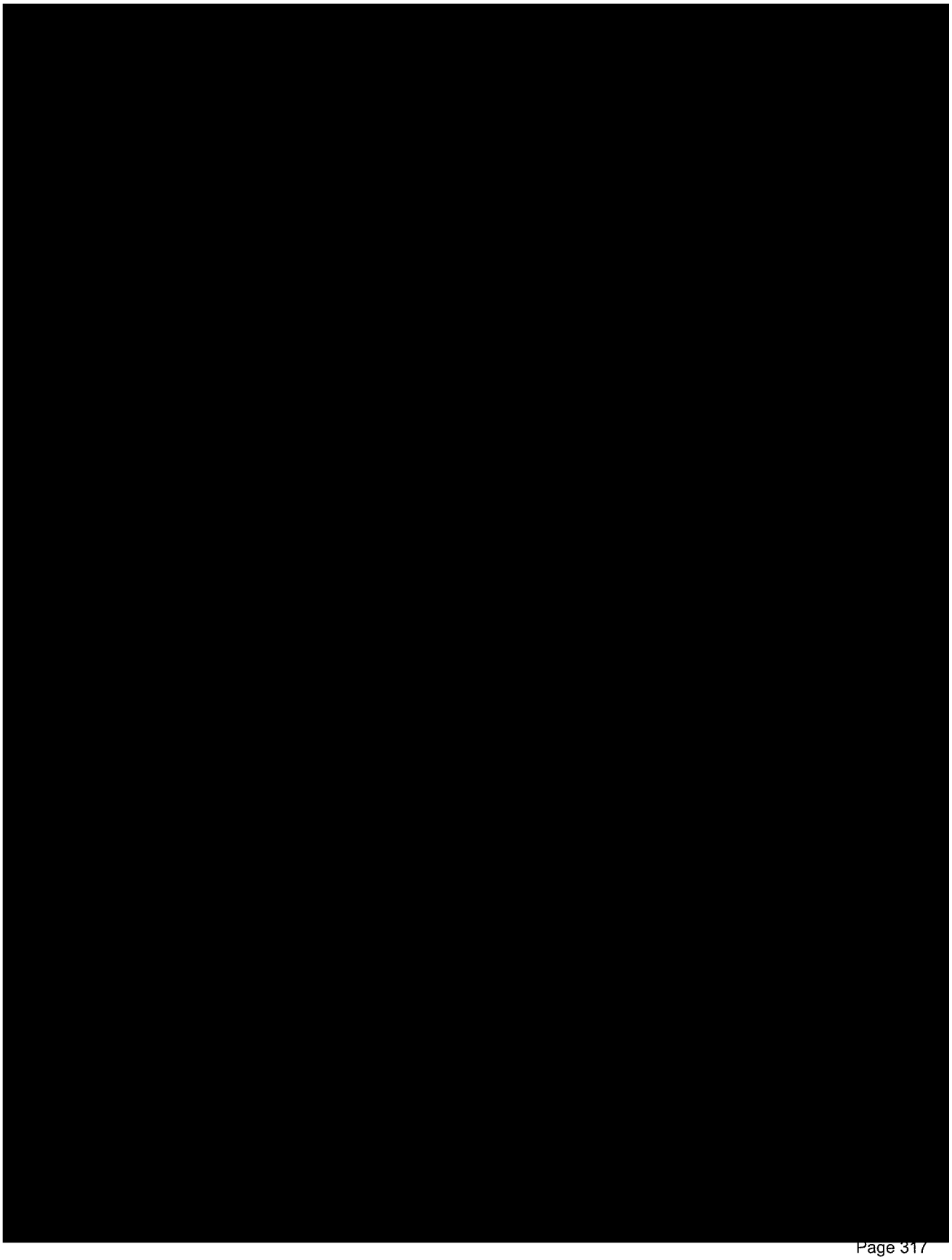


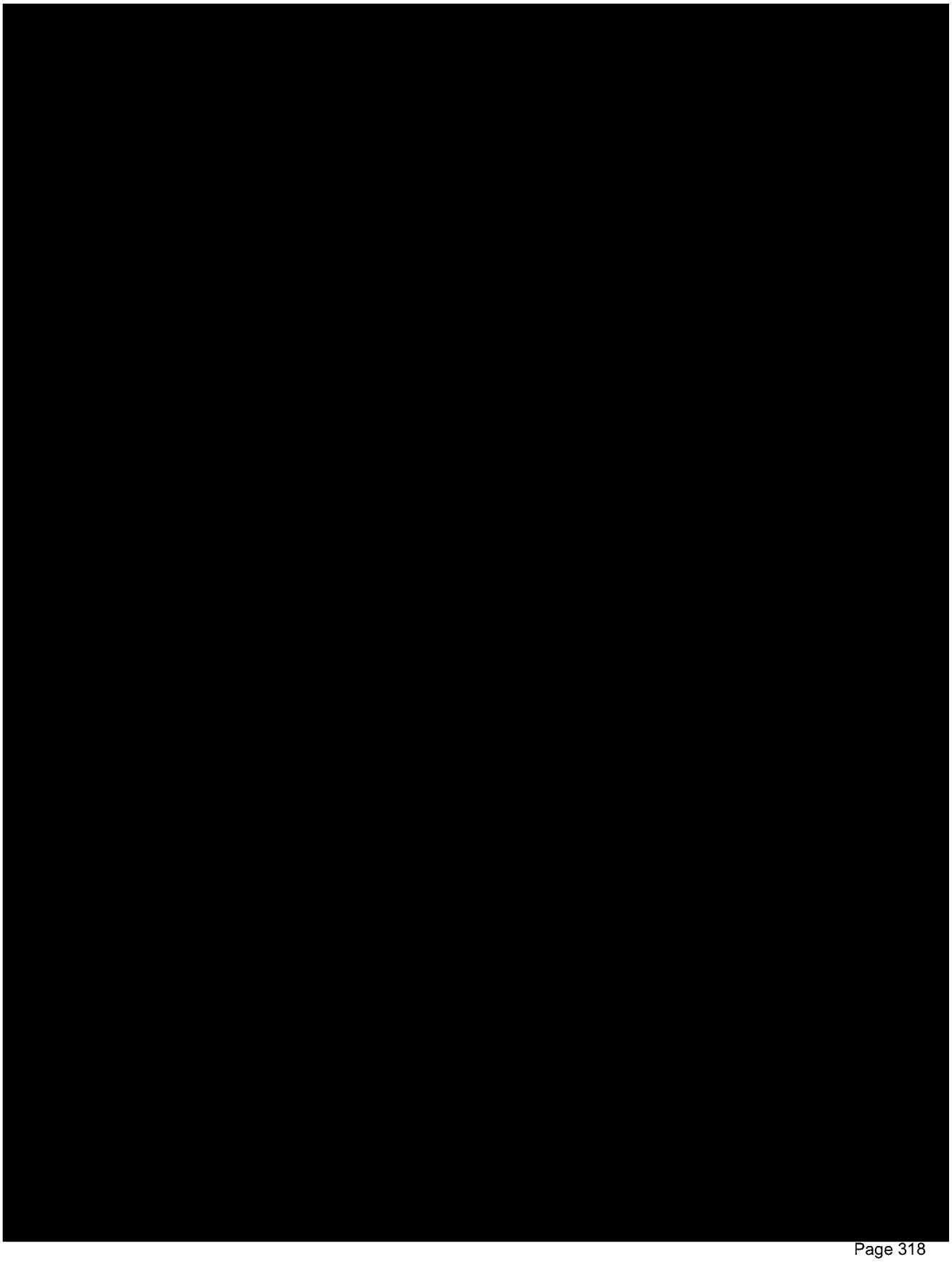
Schedule 4A – Requirements of Third Party Agreements

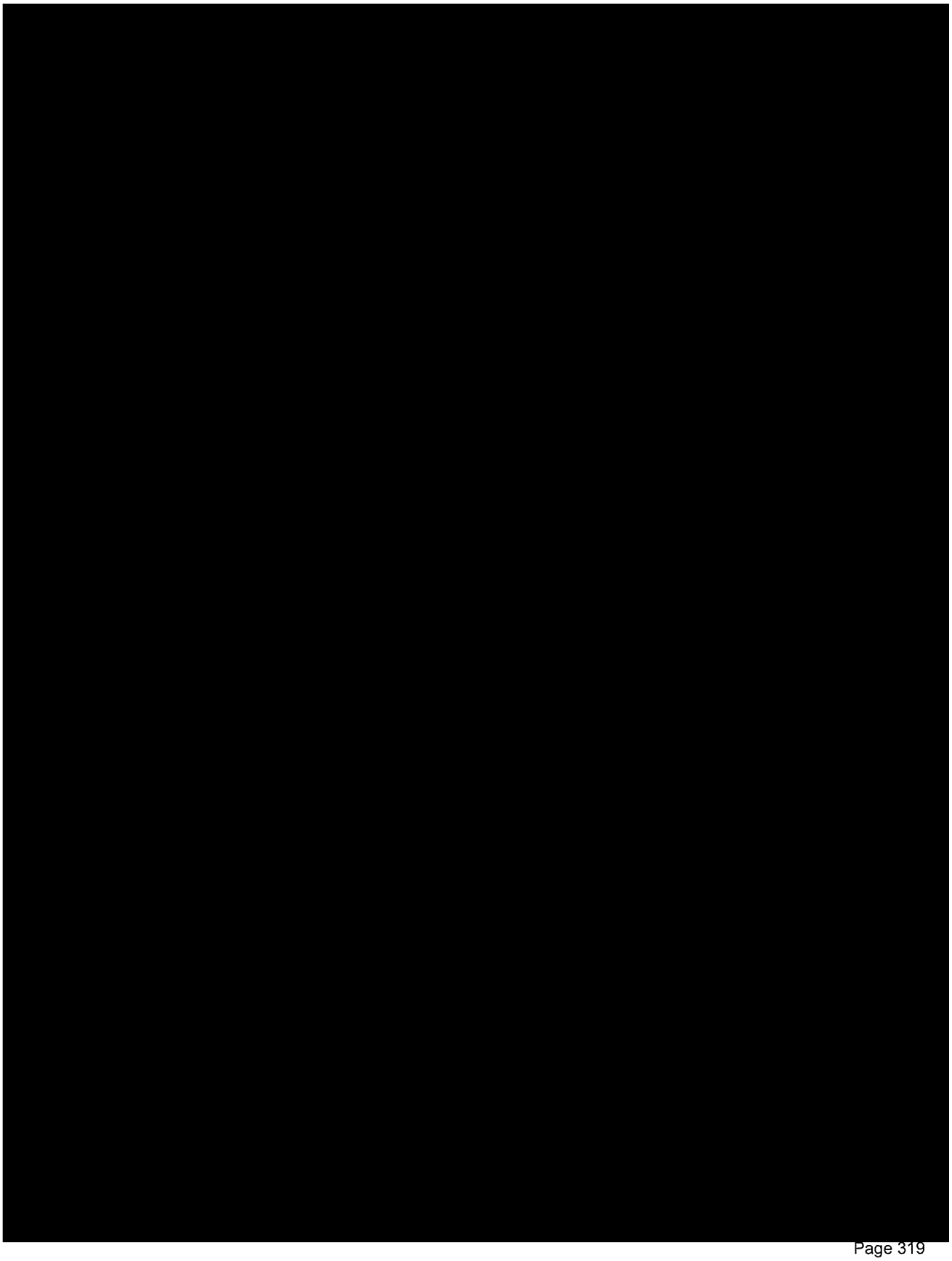


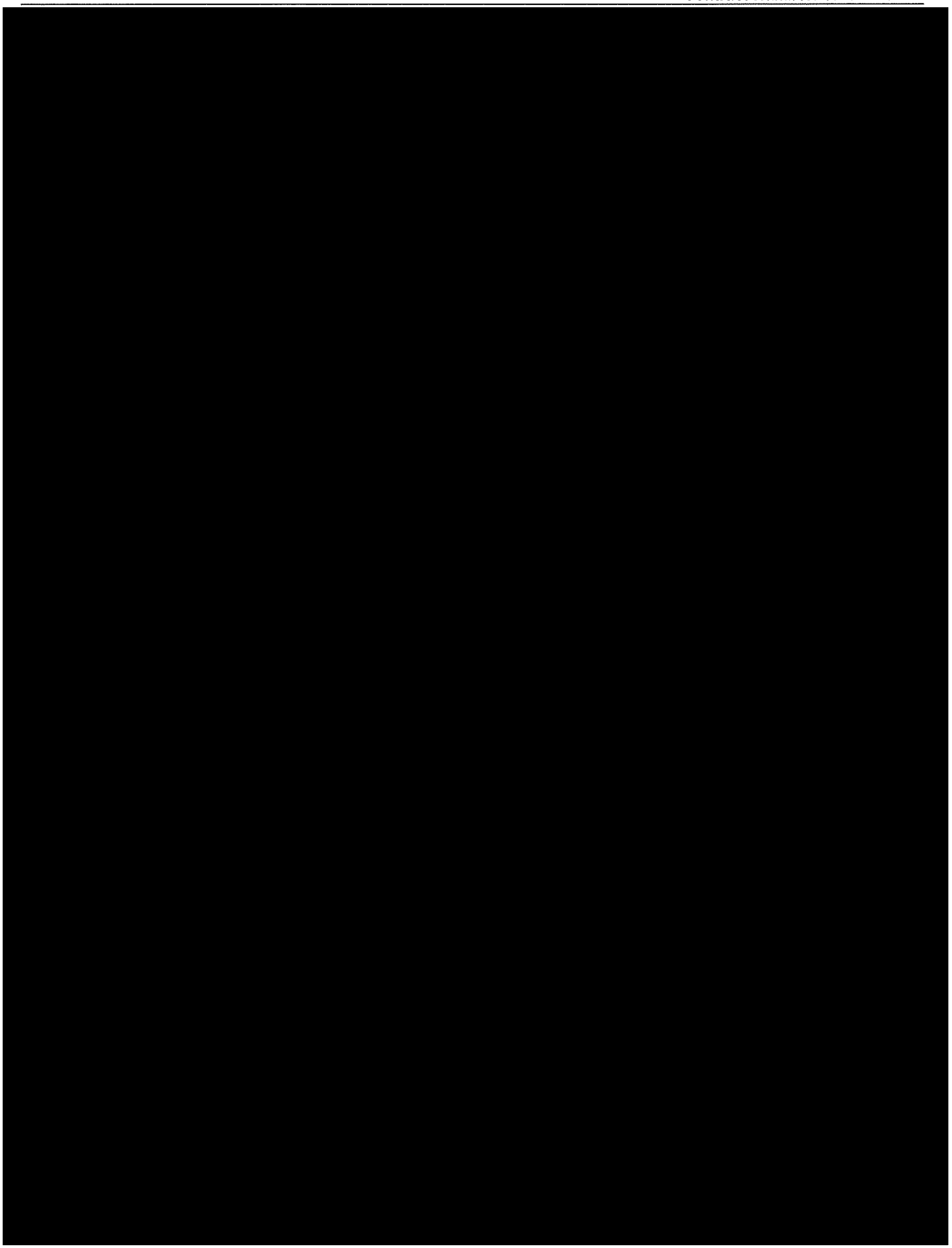


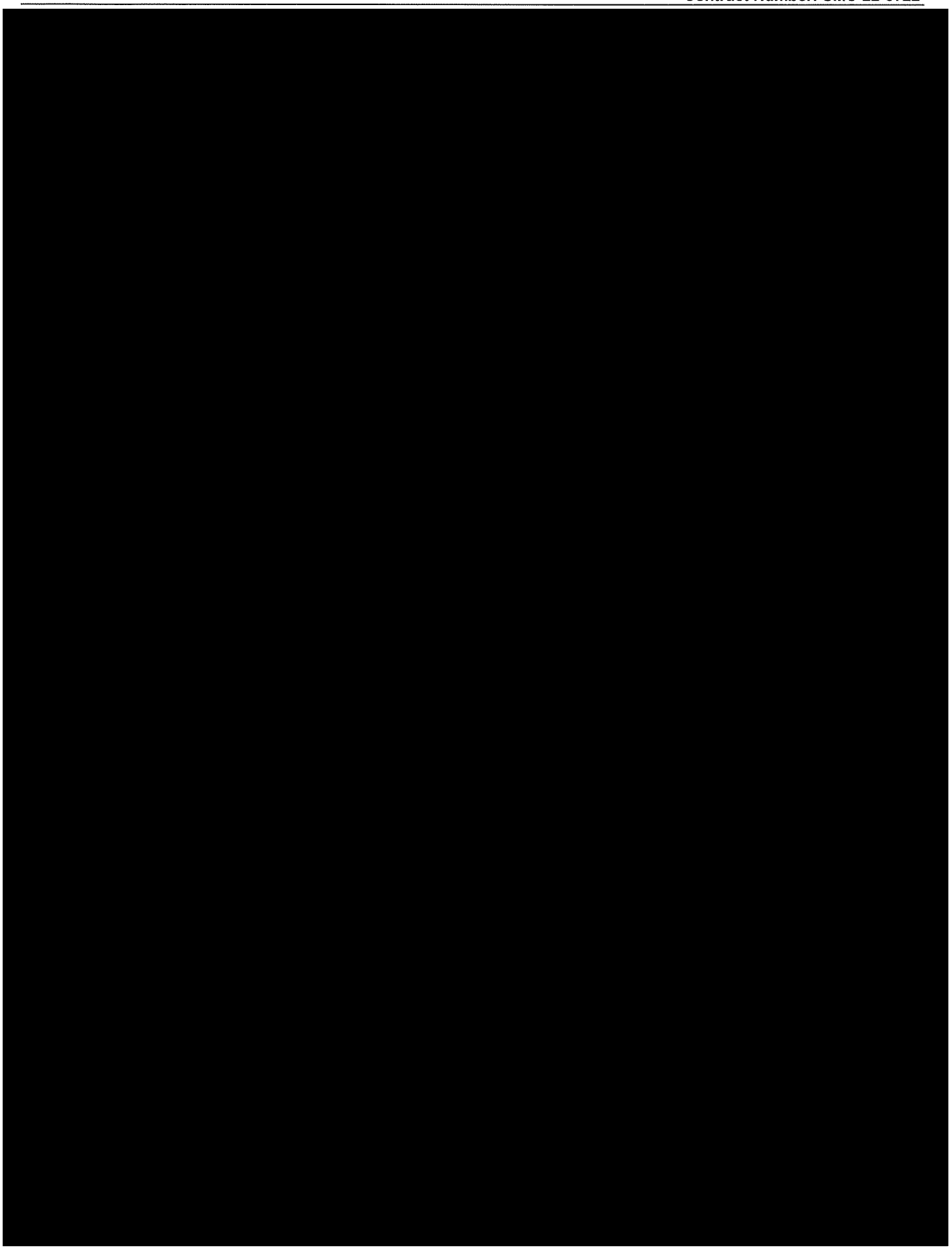


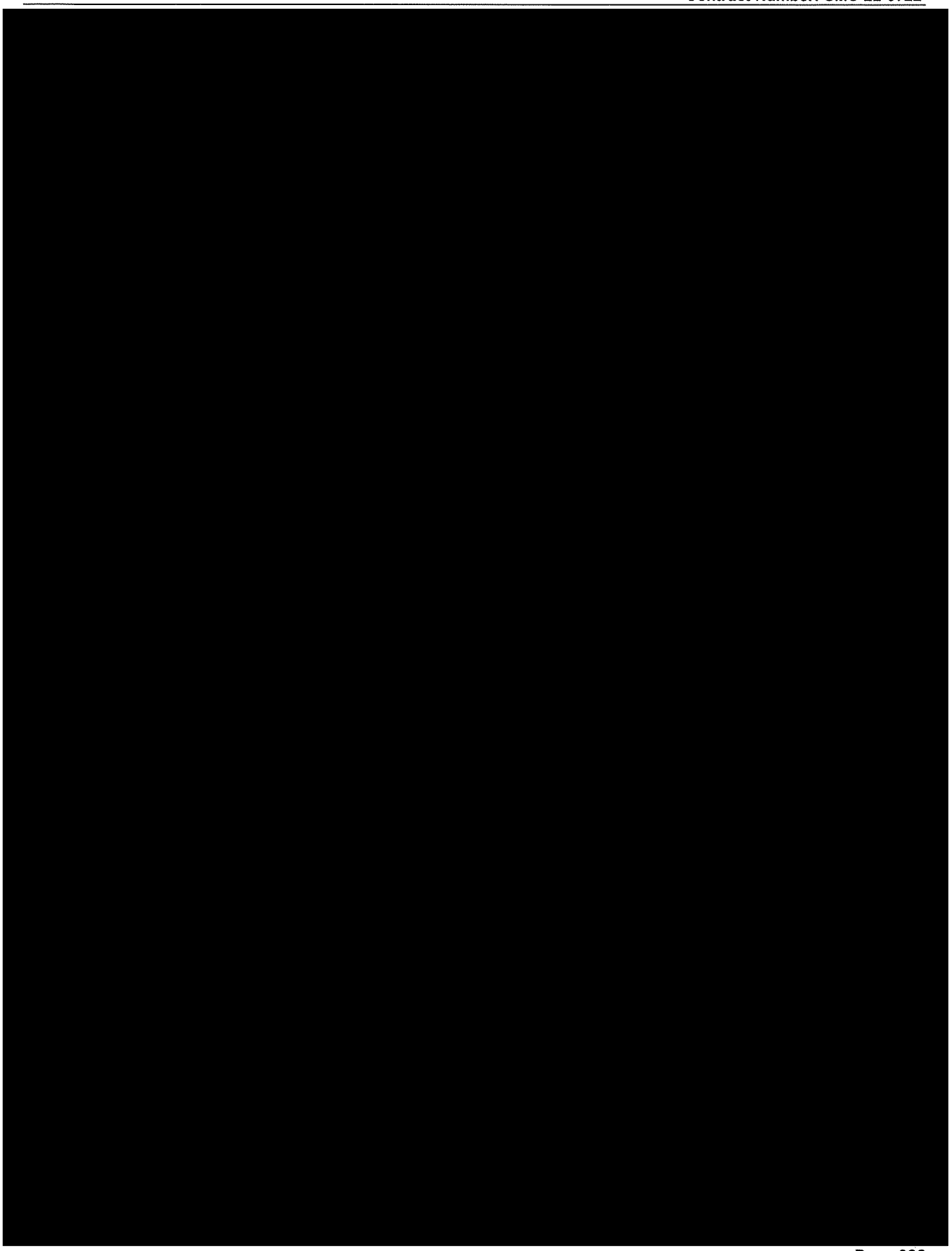


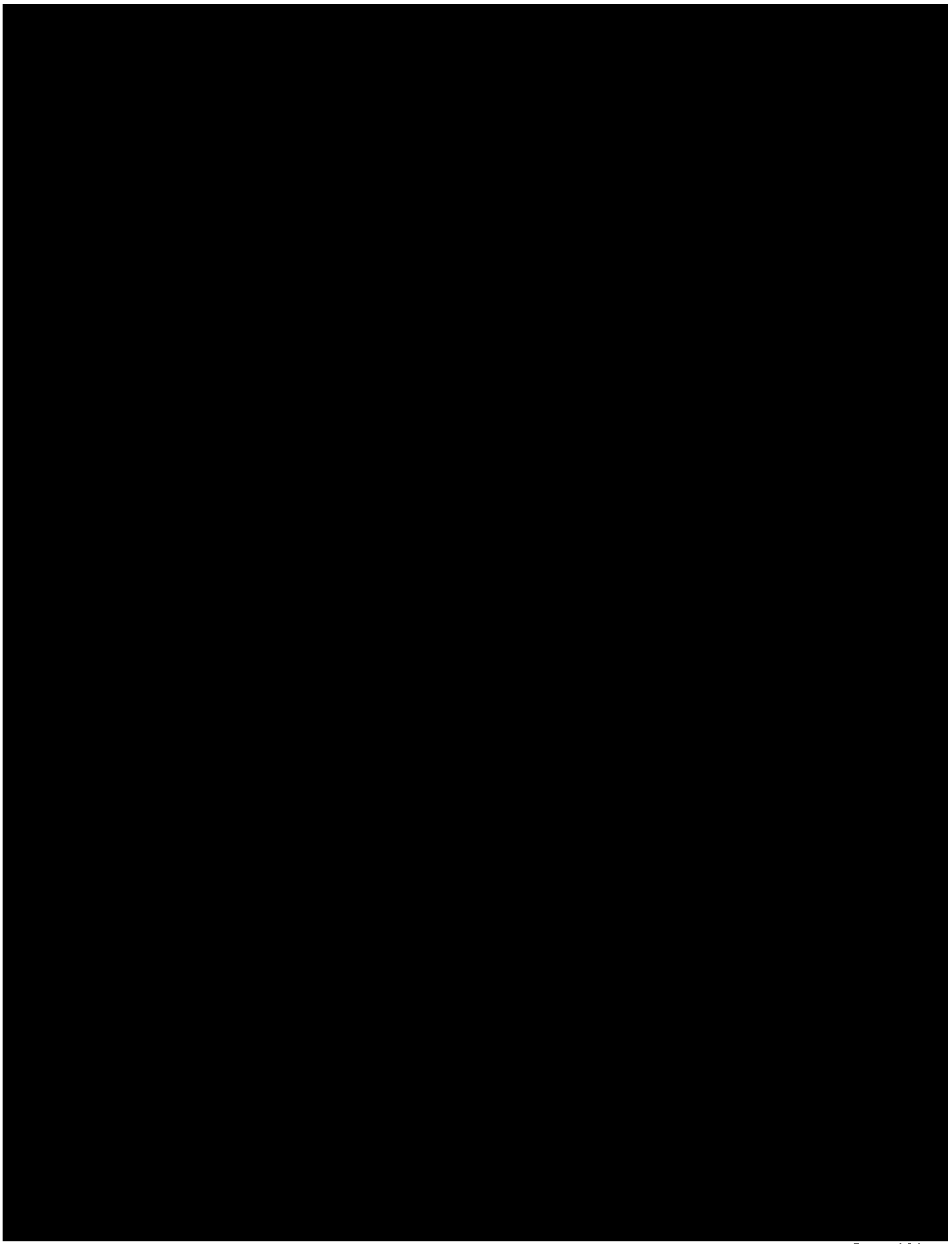


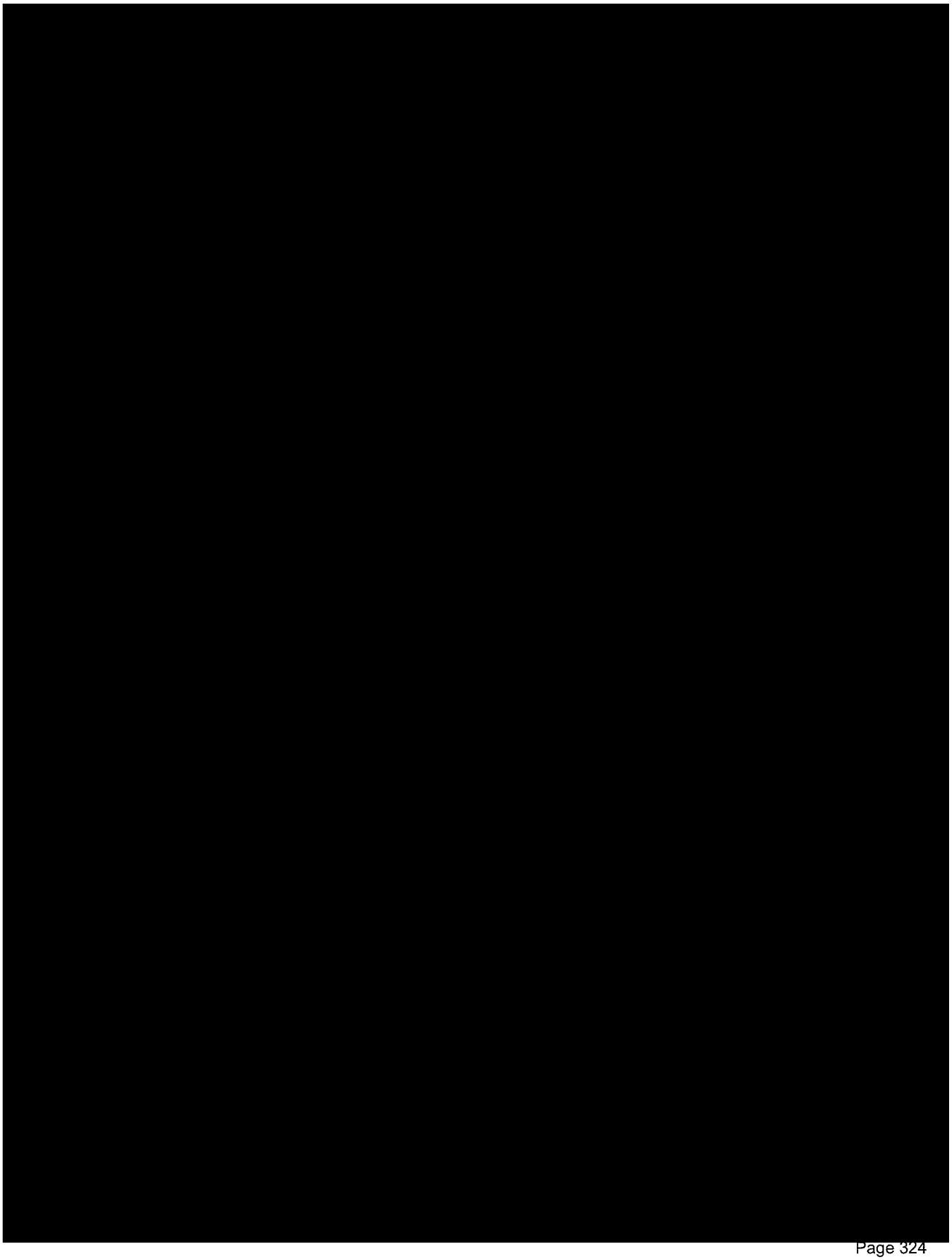


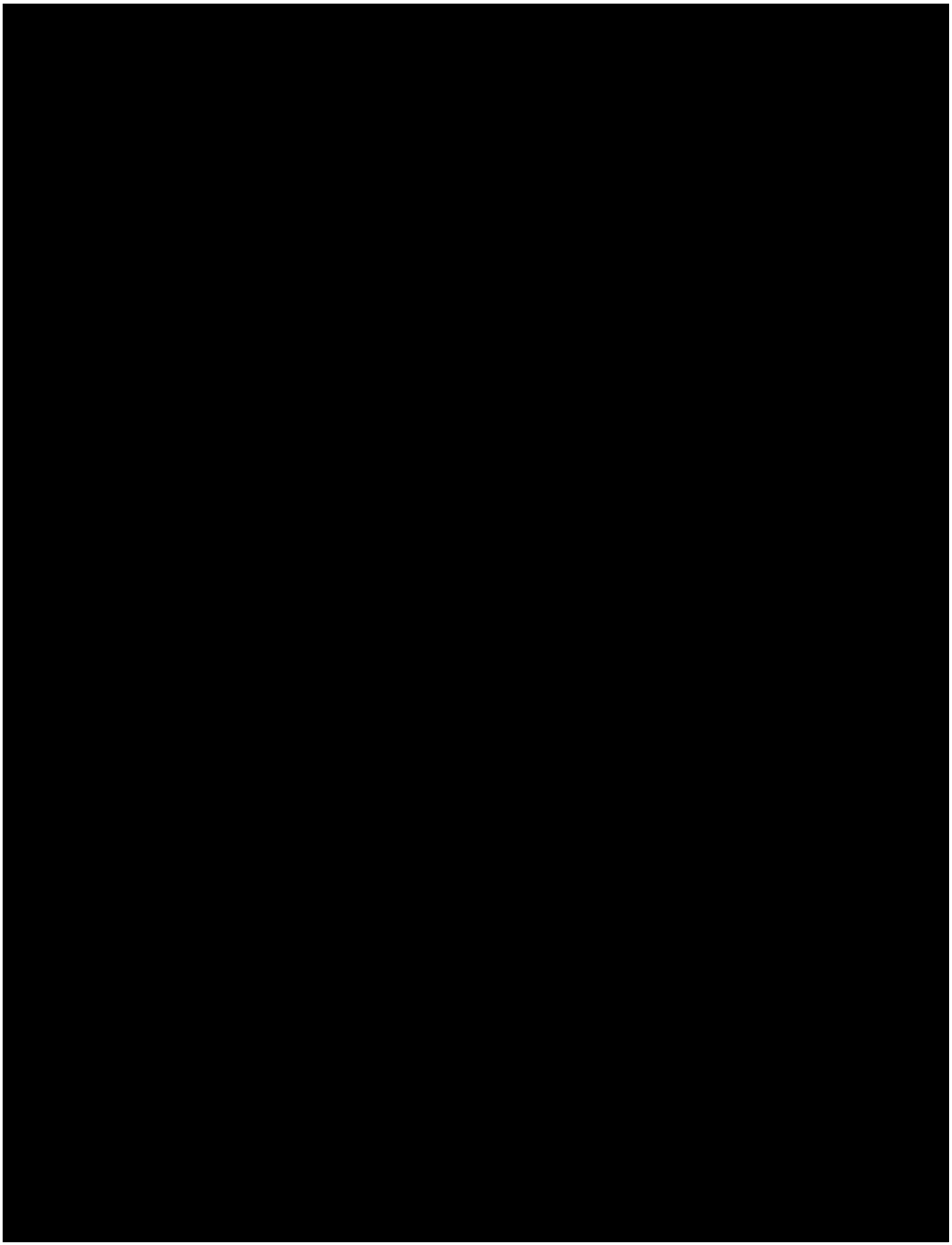


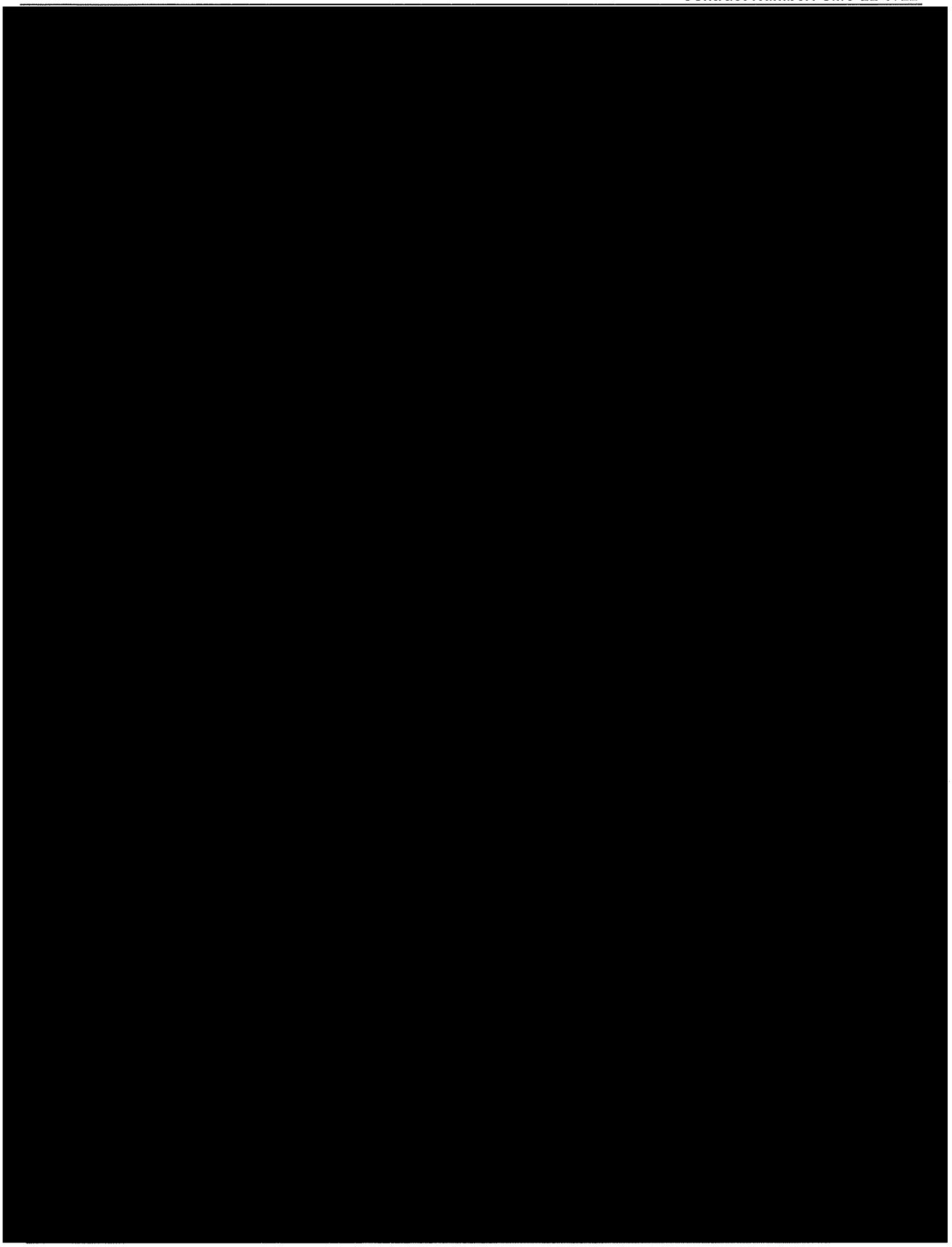


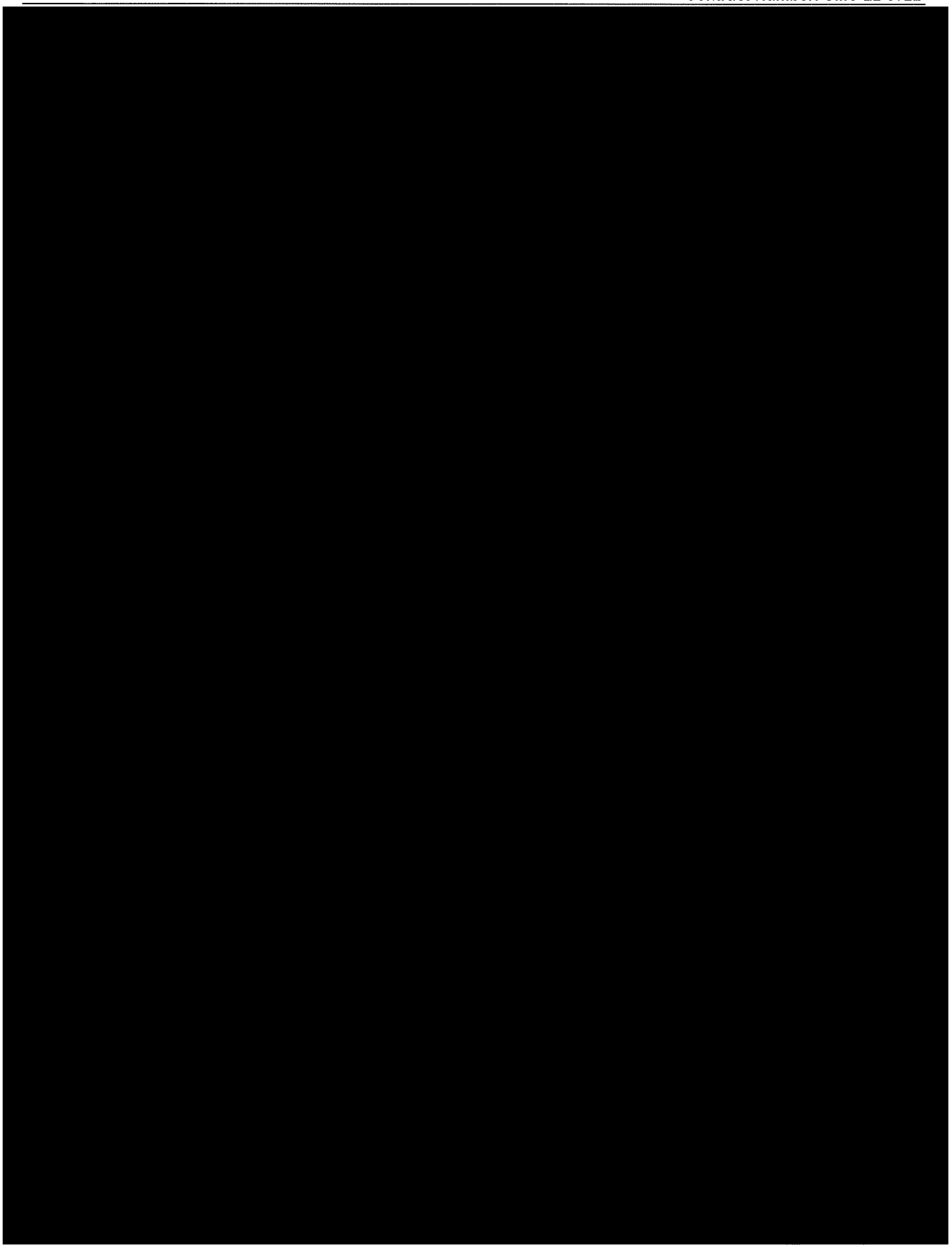


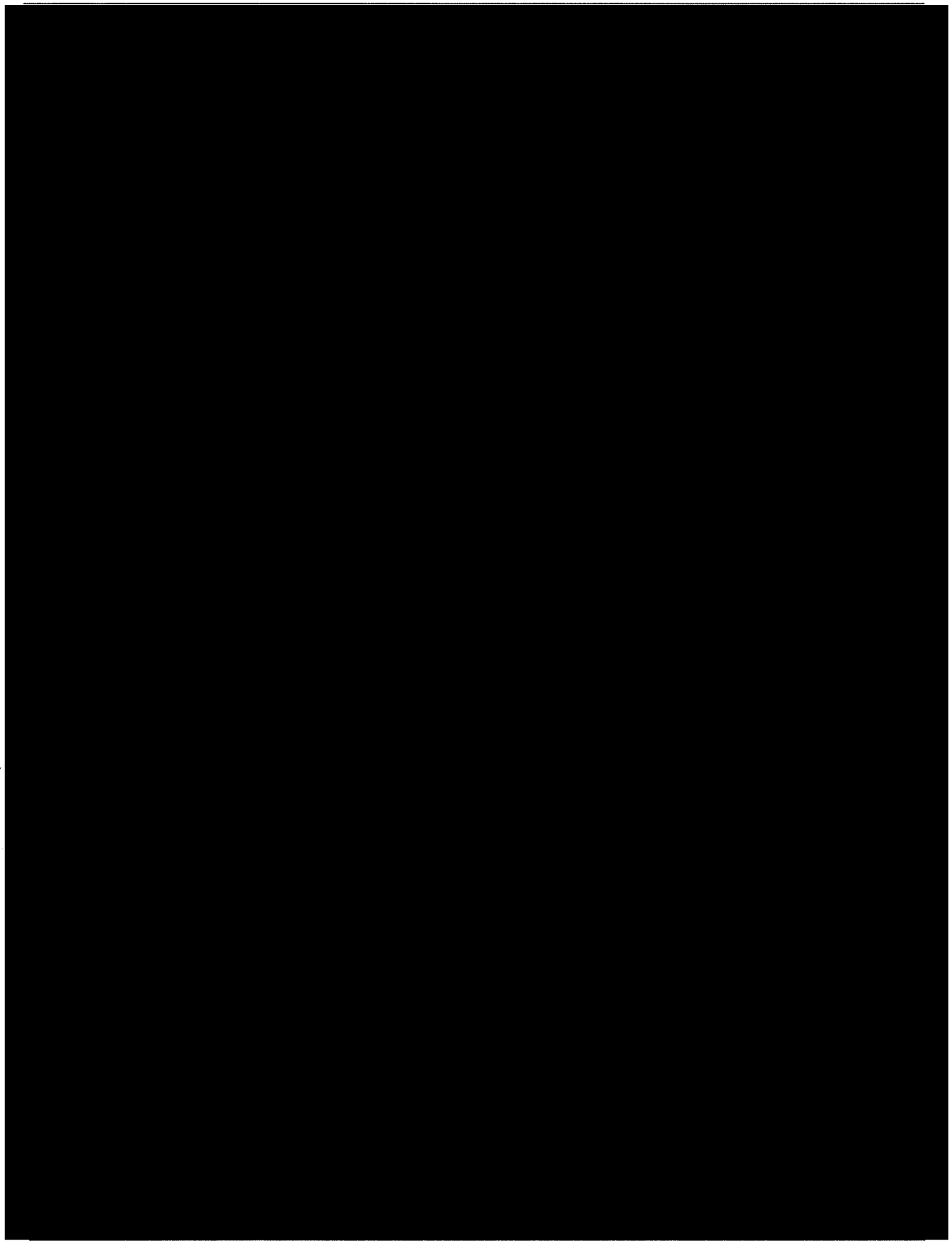












Schedule 5 - Subcontractors - Security of Payment

(Clause 2.2(e)(i))

The following terms must be included in each Subcontract, and the Subcontracts let by those Subcontractors, as referred to in clause 2.2(e) of the General Conditions of this Contract.

1. Options as to Form of Security

A clause which allows the Subcontractor to lodge an approved unconditional undertaking from a bank or financial institution instead of a cash security or retention moneys as its security for performance of the Subcontract.

A clause which provides that if the Subcontractor does lodge an unconditional undertaking for the required amount, the Contractor must not deduct further retention moneys and any retention moneys or other cash security then held will be promptly released to the Subcontractor.

2. Trust for Cash Security and Retention Moneys

A clause which has the effect that:

(a) cash securities and retentions under the Subcontract and the cash proceeds of any security converted to cash (other than in exercise of a contractual right of enforcement) is trust money and must be deposited into and held in a trust account with a bank within 24 hours of receipt or conversion;

(b) the trust money is beneficially owned by the party which provided the security at all times unless the other party becomes entitled to receive them under the Subcontract;

(c) the security holder must hold proper records and account to the security provider for the trust moneys; and

(d) any interest earned by the trust account will not be held in trust, and will be owned by the security holder.

3. Payment Provisions

A clause which:

(a) has the effect of requiring the Contractor to pay the Subcontractor (and Subcontractors their subcontractors) regular progress payments for 100% of the value of work (less only retention moneys, if any, paid into the trust account) for which payment is claimed by the Subcontractor and for which the Contractor has claimed payment from the Principal, no later than:

(i) in the case of the Contractor's Subcontractors, 7 days; and

(ii) in the case of the Subcontractor's subcontractors, 14 days,

after the last day for payment by the Principal to the Contractor for such work;

(b) states nothing in the clause referred to in paragraph (a) is to be read so as to prevent the Contractor from paying the Subcontractor an amount in excess of that claimed from the Principal, or before the time stipulated in that clause; and

(c) states if anything in the clause referred to in paragraph (a) is inconsistent with any other provision in the Subcontract, the provisions of that clause will prevail to the extent of the inconsistency.

A clause that prescribes an interest rate for overdue payments that is not less than the interest rate specified in clause 11.13 of the General Conditions of this Contract.

4. Alternative Dispute Resolution

A clause that requires alternative dispute resolution procedures of the type required in this Contract.

A clause making it optional for the Subcontractor to comply with the alternative dispute resolution process if the only remedy it seeks is an order for payment of money which is not disputed to be due and payable under the Subcontract.

5. Documents to be Provided to Subcontractors

A clause that requires the Contractor to provide the Subcontractor with a copy of extracts from this Contract before the Subcontractor starts work under the Subcontract. The extracts to be provided are:

(a) clause 2.2(e)(i);

(b) this Schedule 5;

(c) clause 11; and

(d) clause 15.

Schedule 6 - Consultant Deed of Covenant

(Clause 2.2(e)(ii))

This deed poll is made the day of 20

To: **Sydney Metro (ABN** 12 354 063 515**)** of Level 43, 680 George Street, Sydney NSW 2000 (the **"Principal"**)

By: **[ ] ("Consultant")**

Recitals

A. The Principal has engaged [ ] (**"Contractor"**) to carry out certain works for the Principal by a contract dated [ ] (**"Contract"**).

B. The Contractor has engaged the Consultant by agreement dated [ ] (**"Subcontract"**) to carry out the professional services to be performed under the Subcontract (**"Professional Services"**) for the purposes of the performance of the Contractor's obligations under the Contract as they relate those design services.

C. Under the Contract, the Contractor is required to procure the Consultant to execute this deed poll in favour of the Principal.

Operative

1. Duty of Care

(a) The Consultant:

(i) warrants to the Principal that:

A. in performing the Professional Services, it will exercise the standard of skill, care and diligence that would be expected of a consultant experienced in and the provision of the type of professional services required by the Principal;

B. the Professional Services will be fit for the intended purposes disclosed in or reasonably able to be inferred from the Subcontract having due regard to the standard of care required under clause 1(a)(i)A of this deed poll; and

C. the Professional Services do not and will not infringe any patent, registered design, trademark or name, copyright or other protected right;

(ii) acknowledges that:

A. in performing the Professional Services it will owe a duty of care to the Principal; and

B. it is aware that the Principal will be relying upon the skill and judgment of the Consultant in performing the Professional Services and the warranties given by the Consultant in this deed poll.

(b) The Consultant must:

(i) fully cooperate with each other consultant and contractor engaged by the Principal ("Other Contractor");

(ii) carefully coordinate and integrate the Professional Services with the services and work carried out by each Other Contractor;

(iii) carry out the Professional Services so as to minimise any interfering with, disrupting or delaying, the services and work carried out by each Other Contractor;

(iv) provide whatever advice, support and cooperation is reasonably necessary to facilitate the due carrying out of the services and work being provided by each Other Contractor;

(v) ensure title to and intellectual property (including any patent, registered design, trademark or name, copyright or other protected right) in or in relation to the Professional Services will vest upon its creation for the purposes of the Contract in the Principal;

(vi) obtain an assignment to the Principal from any third party who owns any intellectual property right in the Professional Services;

(vii) if any intellectual property rights in or in relation to documents, designs and computer programs created for the purposes of the Contract is not capable of being vested in the Principal because the Consultant itself does not own, and is unable at a reasonable cost to obtain ownership of, those rights, provide to the Principal an irrevocable licence to use that Intellectual Property, by sub-licence from the Consultant or direct licence from a third party; and

(viii) ensure that the intellectual property created for the purposes of the Contract is not used, adapted or reproduced other than for the purposes of the Contract without the prior written approval of the Principal (which will not be unreasonably withheld, but may be given subject to terms and conditions).

(c) The Consultant must indemnify the Principal from and against:

(i) any liability to or claim by any other person; and

(ii) all claims against, and costs, expenses, losses and damages,

suffered or incurred by the Principal arising out of, or in any way in connection with:

(iii) the Consultant's breach of a term of, or warranty under, this deed poll; or

(iv) any actual or alleged infringement of any patent, registered design, trademark or name, copyright or other protected right,

(d) [redacted]

(e) [redacted]

2. Notices

(a) Any notices contemplated by, or arising out of or in any way in connection with, this deed poll must be in writing and delivered to the relevant address or sent to the (or to a party's new address which that party notifies to the others):

(i) to the Principal: ***[Insert details including email]***

(ii) to the Consultant: ***[Insert details including email]***

(b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.

(c) A notice sent by email (whether or not containing attachments) will be taken to have been received on the earlier of:

(i) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;

(ii) receipt by the sender of an automated message confirming delivery; and

(iii) the time of receipt as acknowledged by the recipient in writing,

provided that:

(iv) the communication will be taken to be so given by the sender and received by the recipient regardless of whether the email or any of its attachments is opened by the recipient; and

(v) if the communication would otherwise be taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next day, which is not a Saturday, Sunday or public holiday in New South Wales.

(d) If the Consultant is a foreign company (as defined in the *Corporations Act*), the Consultant must within 14 days of the date of this deed poll:

(i) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this deed poll; and

(ii) obtain the process agent's consent to the appointment.

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

3. Miscellaneous

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

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

Schedule

[INSERT DESCRIPTION OF PROFESSIONAL SERVICES] as more particularly described in the Subcontract.

Executed as a deed poll.

Signed Sealed and Delivered	)	
by the Consultant	)	.....
[ ] by or in the presence of:	)	(Signature)

.....
(Signature of Witness)

.....
(Name of Witness in Full)

Schedule 7 - Approvals to be obtained by the Principal

(Clause 2.3(c)(i))

- The Planning Approval.

Schedule 8 - Form of Unconditional Undertaking

(Clause 2.7)

This deed poll (**"Undertaking"**) made the day of 20

In favour of: **Sydney Metro (ABN** 12 354 063 515**)** of Level 43, 680 George Street, Sydney NSW 2000 (the **"Principal"**)

Given by: [ ] (**"Institution"**)

Recitals:

A. By a contract dated [ ] (**"Contract"**) between [ ] (**"Contractor"**) and the Principal the Contractor agreed to carry out the Contractor's Activities (as defined in the Contract).

B. Under the provisions of the Contract, the Contractor is required to provide this Undertaking to the Principal.

Operative:

1. The Institution unconditionally undertakes and covenants to pay to the Principal on demand without reference to the Contractor and notwithstanding any notice given by the Contractor to the Institution not to do so, any sum or sums which may from time to time be demanded in writing by the Principal to a maximum aggregate sum of # ($).

2. The Institution's liability under this Undertaking will be a continuing liability and will continue until payment is made under this Undertaking of the maximum aggregate sum or until the Principal notifies the Institution that this Undertaking is no longer required.

3. The liability of the Institution under this Undertaking must not be discharged or impaired by reason of any variation or variations (with or without the knowledge or consent of the Institution) in any of the stipulations or provisions of the Contract or the Contractor's Activities or acts or things to be executed, performed and done under the Contract or by reason of any breach or breaches of the Contract by the Contractor or the Principal.

4. The Institution may at any time without being required so to do pay to the Principal the maximum aggregate sum less any amount or amounts it may previously have paid under this Undertaking and thereupon the liability of the Institution hereunder will immediately cease.

5. This Undertaking will be governed by and construed in accordance with the laws for the time being of the State of New South Wales.

Executed as a deed poll.

Signed Sealed and Delivered	)	
by **[** **]** being signed	)	.....
sealed and delivered by its duly constituted	)	(Signature)
Attorney [ ] under	)	
Power of Attorney No. in the	)	
presence of:	)	

.....
(Signature of Witness)

.....
(Name of Witness in Full)

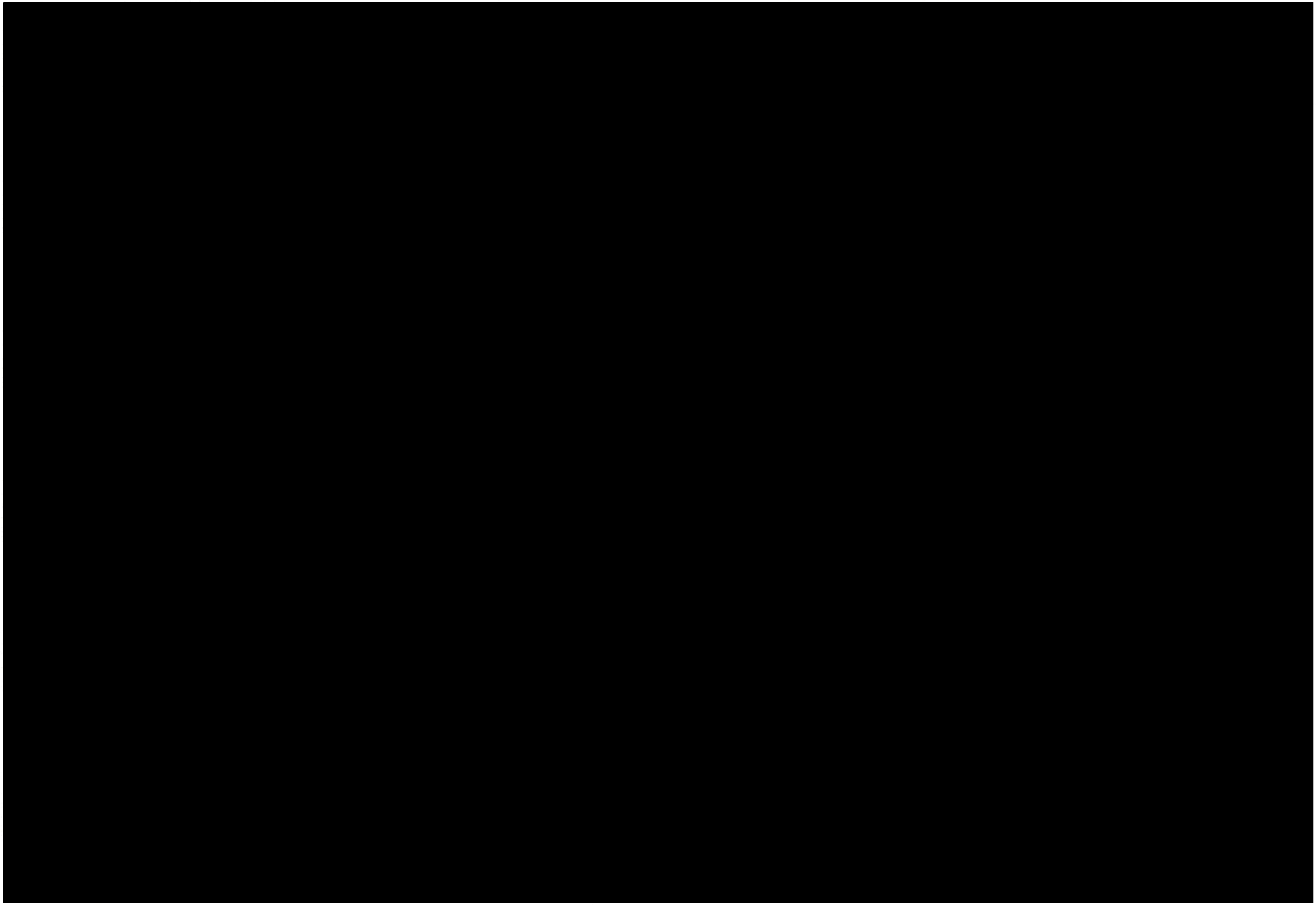
Schedule 9 - Not used

Schedule 10 - Prices and Rates for valuation of Variations and Overhead Costs

(Clauses 3.7(h)(iii), 3.9(f)(v), 6.4(b)(i)A and 6.7(a))

Part A

The prices and rates referred to in clauses 3.7(h)(iii), 3.9(f)(v), 6.4(b)(i)A and 6.7(a) of the Contract are those set out in the tables below:



Part B - Overhead Costs

(Clauses 1.1, 6.4(b) and 7.3(b)(ii))

1. On-site overheads

The on-site overheads are those overhead costs and expenses which are specific to the Construction Site including:

(a) on-site personnel with project management, site supervision, administration and support functions;

(b) site accommodation including amenities and parking facilities;

(c) phones lease and installation, rental and charges including mobiles;

(d) storage area and facilities;

(e) office supplies and consumables;

(f) site services;

(g) furniture and office fittings;

(h) site-based computers;

(i) printing, photocopying and stationery;

(j) reproduction of drawings;

(k) project specific insurances only (and not corporate held insurances);

(l) project specific software, data processing and network systems;

(m) security;

(n) cleaning;

(o) postage;

(p) site communications;

(q) first aid and personnel protective equipment for the personnel referred to in paragraph (a);

(r) small tools; and

(s) waste disposal associated with site accommodation, including amenities and parking facilities (excluding waste disposal associated with construction activities).

2. Off-site overheads

The off-site overheads are on account of costs and expenses related to off-site business functions of the Contractor (in respect of the Works) including the following matters:

(a) safety and quality;

(b) research and development;

(c) financial, legal, human resources and commercial;

(d) executive management;

(e) corporate infrastructure and support;

(f) parent company fees;

(g) corporate head offices running costs and payroll;

(h) bonds and bank guarantees.

Schedule 11 - Form of Warranty

(Clause 2.2(f))

This Deed Poll is made the day of 20

To: **Sydney Metro (ABN** 12 354 063 515**)** of Level 43, 680 George Street, Sydney NSW 2000 (the **"Principal"**)

[Add other beneficiaries as nominated by Sydney Metro] ("**Beneficiary**").

By: That person described in Item 1 of the Schedule (**"Warrantor"**) which expression will include its successors and assigns)

Recitals

A. The Warrantor has supplied the items described in Item 2 of the Schedule (**"Equipment"**) to the person described in **Item** 3 of the Schedule (**"Contractor"**) or the person described in Item 4 of the Schedule, a subcontractor of the Contractor (**"Subcontractor"**), for the works (**"Works"**) being carried out by the Contractor under the contract described in Item 5 of the Schedule (**"Contract"**) with the Principal.

B. It is a requirement of the Contract that the Contractor procure the Warrantor to give the following warranties in favour of the Principal and the Beneficiary with respect to the Equipment.

Operative

1. Quality

The Warrantor:

(a) warrants to the Principal and the Beneficiary that the Equipment will be to the quality and standard stipulated by the Contract and will be of merchantable quality and fit for the purpose for which it is required; and

(b) gives the warranty more particularly set out in Item 6 of the Schedule with respect to the Equipment.

The above warranties are in addition to and do not derogate from any warranty implied by law in respect of the Equipment.

2. Replacement

The Warrantor warrants to the Principal and the Beneficiary that it will replace so much of the Equipment as within the period described in Item 7 of the Schedule:

(a) is found to be of a lower quality or standard than that referred to in clause 1; or

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

3. Warrantor to bear cost

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

4. Principal not liable

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

5. This deed poll may not be revoked

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

6. Governing Law

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

7. Jurisdiction

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

8. Enforcement of this deed poll

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

Schedule

Item 1: Name and Address of Warrantor

Item 2: Equipment
(Recital A)

Item 3: Contractor
(Recital A)

Item 4: Subcontractor
(Recital A)

Item 5: Contract
(Recital A)

Item 6: Detailed Warranty of Warrantor
(Clause 1(b))

Item 7: Period of Years
(Clause 2)

[insert period] years from the expiry of the last "Defects Rectification Period" as defined in the General Conditions (including any extension under clause 8.6 of the General Conditions).

Executed as a deed poll.

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

Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full

Schedule 12 - Form of Statutory Declaration

(Clause 11.6(c)(i))

Statutory Declaration *Oaths Act (NSW) Ninth Schedule*

I,

.....

of

.....

do solemnly and sincerely declare that:

1. *I am the representative of:*

.....

("the Contractor")

in the Office Bearer capacity of:

.....

2. *The Contractor has a contract with the [ ]:*

.....

("the Contract")

3. *I personally know the facts which I have set out in this declaration.*

4. *All employees who have at any time been engaged by the Contractor for work done under the Contract:*

   a) *have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and*

   b) *have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,*

   with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:

Employee:	*Amount unpaid or not accrued:*
.....	
.....	
.....	
.....	

5. *Attached to and forming part of this declaration, as Annexure A, is a supporting statement for the purposes of section 13(7) of the Building and Construction Industry Security of Payment Act 1999 (NSW).*

5A. *Where the Contractor holds any retention money from a Subcontractor, the Contractor has complied with all requirements under the Building and Construction Industry Security of Payment Amendment (Retention Money Trust Account) Regulation 2015 (NSW), with the exception of the items listed below:*

.....

.....

.....

6. *In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.*

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

8. *The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding $25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):*

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

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

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

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

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

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

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

   Subcontractor: *Due amount unpaid:*

   .....

   .....

   .....

   .....

   .....

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

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

   Employee, subcontractor or supplier: *Amount unpaid or not accrued:*

   .....

   .....

   .....

   .....

   .....

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

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

11. *Attached to and forming part of this declaration, as Annexure B, is a "Subcontractor's Statement"*

given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Pay-Roll Tax Act 1971 and Industrial Relations Act 1996) which is a written statement:

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

(b) under section 18(6) of schedule 2 of part 5 of the Pay-Roll Tax Act 2007 in the form and providing the detail required by that legislation; and

(c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.

12. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.

13. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:

(a) given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987, the Pay-Roll Tax Act 2007 and the Industrial Relations Act 1996 ("Acts"); and

(b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.

14. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at ..... on .....
(place) (day) (month) (year)

.....
(Signature of Declarant)

Before me:

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

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

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

*And as a witness, I certify the following matters concerning the person who made this declaration (**declarant**):*

*[*strike out the text that does not apply]*

*1. *I saw the face of the declarant.*
OR
**I did not see the face of the declarant because the declarant was wearing a face covering, but I am satisfied that the declarant had a special justification for not removing the covering.*

*2. *I have known the declarant for at least 12 months.*
OR
**I confirmed the declarant's identity using the following identification document:*

Identification document relied on
(may be original or certified copy)

_____

Signature of person before whom the declaration is made

Before me:

.....

(Signature of person before whom the declaration is made)

.....

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

.....

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

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

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

(i) a justice of the peace of the State of New South Wales;

(ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or

(iii) a notary public.

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

(i) a notary public; or

(ii) any person having authority to administer an oath in that place.

Annexure A

Supporting statement by head contractor regarding payment to subcontractors

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

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

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

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

ABN: [*ABN*]

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

OR

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

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

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

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

Signature: ..... Date: .....

Full name: ..... Position/Title: .....

Attachment

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

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

Annexure B

SUBCONTRACTOR'S STATEMENT

REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION (Note 1 - see back of form)

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

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

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

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

of

.....
(Address of subcontractor)

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

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

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

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

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

(a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [ ] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [ ] and only complete (f) and (g) below. You must tick one box. (Note 6)

(b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated ...../...../.....(Note 7)

(c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)

(d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. (Note 9)

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

(f) Signature ..... Full name.....

(g) Position/Title ..... Date ...../...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with

section 175B of the Workers Compensation Act 1987.

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relation Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.
   A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called ***the subcontractor***) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.
2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.
   Section 127(6) of the *Industrial Relations Act 1996* defines remuneration '*as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.*'
   Section 127(11) of the *Industrial Relations Act 1996* states *'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.*'
5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than $7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

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

Offences in respect of a false Statement

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

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

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

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au . Copies of the *Workers Compensation Act 1987, the Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

Schedule 13 - Property Owner's Certificate

(Clauses 3.4(a)(iii)B and 3.18(c) and 3.18(d))

This deed poll is made the day of 20

To: **Sydney Metro (ABN** 12 354 063 515**)** of Level 43, 680 George Street, Sydney NSW 2000 (the **"Principal"**)

By: [ ].

Property Address: .....

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

   [Insert description of works on property and property]

2. I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.

3. I/We release the Principal from all claims and actions which I/we may have arising out of or in connection with the works referred to in paragraph 1.

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

Executed as a deed poll.

Signed sealed and delivered by in the presence of:

Signature

Signature of Witness

Name of Witness in full

Schedule 14 - Form of Subcontractor Deed

(Clause 2.2(e)(iv))

THIS DEED POLL is made on ....., 20..... by

..... ACN..... of

..... (the **"Subcontractor"**).

RECITALS:

A. **Sydney Metro (ABN** 12 354 063 515**)** of Level 43, 680 George Street, Sydney NSW 2000 (the **"Principal"**) has entered into a contract with [ ] (**"Contractor"**) for the construction of [ ] (**"Works"**).

B. The Subcontractor has an agreement (the **"Subcontract"**) with the Contractor for the execution and completion of the [ ] (the **"Subcontract Works"**) for the Works.

C. It is a condition of the Subcontract that the Subcontractor executes this Deed Poll.

THIS DEED WITNESSES THAT THE SUBCONTRACTOR HEREBY COVENANTS, WARRANTS AND AGREES with and for the benefit of the persons named in the Schedule as follows:

1. It will comply with its obligations under the Subcontract and upon completion of the Works, the Subcontract Works will satisfy the requirements of the Subcontract.

2. The persons named in the Schedule may assign or charge the benefits and rights accrued under this Deed Poll.

3. The Subcontractor:

   (a) must, if required by a written notice by the Principal, sign a deed in the form of the attached Deed of Novation (Attachment 1) with such substitute contractor as the Principal may nominate; and

   (b) for this purpose irrevocably appoints the Principal to be its attorney with full power and authority to complete the particulars in and sign the attached Deed of Novation.

4. This Deed Poll is governed by the laws of the State of New South Wales.

5. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Principal.

6. The Subcontractor's liability in respect of a breach of a particular obligation under this Deed Poll will be reduced to the extent to which the Subcontractor has already paid money to or performed work for the Contractor in respect of that breach.

PERSONS NAMED IN THE SCHEDULE TO THE DEED POLL

Sydney Metro (ABN 12 354 063 515)

[Insert relevant details]

EXECUTED AS A DEED POLL.

Executed by **[*insert name*] (ABN [*insert ABN*])** by or in the presence of:	
Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full

Attachment 1 (to Schedule 14)

THIS DEED OF NOVATION is made on [ ] 20[ ] between the following parties:

1. [ ] (**"Substitute Contractor"**)
2. [ ] (**"Original Contractor"**)
3. [ ] (**"Subcontractor"**).

RECITALS:

A. By deed dated [ ] (the **"Deed"**) between:

(i) **Sydney Metro (ABN** 12 354 063 515**)** of Level 43, 680 George Street, Sydney NSW 2000 (the **"Principal"**); and

(ii) Original Contractor,

the Principal engaged the Original Contractor to undertake the Works (as defined in the Deed).

B. The Original Contractor has entered into an agreement (**"Subcontract"**) with the Subcontractor for the execution and completion of the [ ] (**"Subcontract Works"**) as part of the Works.

C. The Principal has terminated the Deed and has engaged Substitute Contractor to complete the Works.

D. The Principal and Substitute Contractor wish to effect a novation of the Subcontract.

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

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

EXECUTED by the parties as a deed:

[Insert appropriate execution clauses]

Schedule 15 - Options

(Clause 6.3)

Not applicable

Schedule 16 - Not used

Schedule 17 - Deed of Guarantee and Indemnity

This deed poll ("Deed Poll") made at on 20

Sydney Metro (ABN 12 354 063 515), a NSW Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW), of Level 43, 680 George Street, Sydney NSW 2000 (***Principal***)

[ ] ABN [ ] of [ ]
(***Guarantor***)

RECITALS

A. The Principal has agreed to enter into the Contract with the Contractor on the condition that the Guarantor provide this Guarantee.

B. The Guarantor has agreed on the following terms and conditions to guarantee to the Principal all of the Obligations and to indemnify the Principal against any loss arising from any failure by the Contractor to perform the Obligations.

C. The Guarantor considers that by providing this guarantee there will be a commercial benefit flowing to it.

THIS DEED POLL PROVIDES

1. Definitions

1.1 Definitions and Interpretation

In this Deed Poll:

Contract means the ***[Insert details]*** Contract dated on or about the date of this Deed Poll between the Principal and the Contractor.

Contractor means ***[insert details]***.

Event of Default means any event which constitutes a breach of, or is duly and properly declared to be an event of default (howsoever described) by, the Contract.

Guaranteed Money means all money the payment or repayment of which from time to time forms part of the Obligations.

Insolvency Provision means any Law relating to insolvency, sequestration, liquidation or bankruptcy (including any Law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any Law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

Obligations means all the liabilities and obligations of the Contractor to the Principal under or arising out of or in any way in connection with the Contract or the work to be carried out or performed by the Contractor under the Contract, and includes any liabilities or obligations which:

(a) are liquidated or unliquidated;

(b) are present, prospective or contingent;

(c) are in existence before or come into existence on or after the date of this Deed Poll;

(d) relate to the payment of money or the performance or omission of any act;

(e) sound in damages only; or

(f) accrue as a result of any Event of Default,

and irrespective of:

(g) whether the Contractor is liable or obligated solely, or jointly, or jointly and severally with another person;

(h) the circumstances in which the Principal comes to be owed each liability or obligation and in which each liability or obligation comes to be secured by this Deed Poll, including any assignment of any liability or obligation or of this Deed Poll; or

(i) the capacity in which the Contractor and the Principal comes to owe or be owed such liability or obligation,

and ***Obligation*** means any liability or obligation forming part of the Obligations.

Power means any right, power, authority, discretion, remedy or privilege conferred on the Principal by the Contract, by statute, by law or by equity.

Security means a mortgage, charge, pledge, lien, hypothecation, guarantee (including this Deed Poll), indemnity, letter of credit, letter of comfort, performance bond, contractual right of set-off or combination or other assurance against loss which secures the Guaranteed Money or the performance of any other Obligation, and whether existing at the date of this Deed Poll or at any time in the future.

Specified Rate means the rate which is [redacted] above the rate expressed as a percentage per annum:

(j) which is the average of the bid rates shown at approximately 10.15 am on reference rate page "BBSY" on the Reuters Monitor System on the day the relevant amount was due and payable for bank accepted bills having a tenor of 30 days; or

(k) if for any reason the rate referred to in paragraph (a) is no longer available or if there is no rate displayed for that period at that time, then the average of the buying rates

quoted by 3 banks selected by the Principal at or about 10.15 am on the relevant date referred to in paragraph (a) for bills accepted by such banks having a tenor of 30 days.

1.2 Defined terms

Terms used in this Deed Poll which are not otherwise defined will have the meaning given to them in the Contract.

1.3 Interpretation

In this Deed Poll unless the context otherwise requires:

(a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;

(b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";

(c) a reference to any party to this Deed Poll includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;

(d) a reference to any Authority, institute, association or body is:

(1) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and

(2) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;

(e) a reference to this Deed Poll or to any other deed, agreement, document or instrument is deemed to include a reference to this Deed Poll or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;

(f) a reference to any legislation or to any section or provision of it includes:

(1) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and

(2) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;

(g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;

(h) headings are for convenience only and do not affect the interpretation of this Deed Poll;

(i) a reference to:

(1) a party or clause is a reference to a party or clause of or to this Deed Poll; and

(2) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;

(j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(k) for all purposes (other than where designated as a Business Day), "day" means calendar day;

(l) a reference to "$" is to Australian currency;

(m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Deed Poll or any part; and

(n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

2. Guarantee

2.1 Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Principal the due and punctual performance by the Contractor of all the Obligations.

2.2 Payment by Guarantor

If the Contractor does not pay the Guaranteed Money when due, the Guarantor must on demand pay to the Principal the Guaranteed Money which is then due and unpaid or which later becomes due, owing or payable.

2.3 Perform Obligations

If the Contractor defaults in the performance or observance of any of the Obligations, the Guarantor must, in addition to its obligations under clause 2.2 of this Guarantee, on demand from time to time by the Principal, immediately perform any of the Obligations then required to be performed by the Contractor in the same manner as the Contractor is required to perform the Obligations.

3. Indemnity

As a covenant separate and distinct from that contained in clause 2.1, the Guarantor irrevocably and unconditionally agrees to indemnify the Principal and at all times to keep the Principal indemnified against any loss or damage suffered by the Principal arising out of or in connection with:

(a) any failure by the Contractor to perform the Obligations duly and punctually; or

(b) any obligation or liability that would otherwise form part of the Obligations being void, voidable or unenforceable against or irrecoverable from the Contractor for any

reason, and whether or not the Principal knew or ought to have known of that reason.

4. Liability as guarantor and indemnifier

A reference in this Deed Poll to the obligations or liabilities of the Guarantor is a reference to the Guarantor's obligations or liabilities as either guarantor or indemnifier (or both) under this Deed Poll. The use of the expression "Guarantor" in this Deed Poll in relation to a party must not be construed as diminishing that party's obligations as an indemnifier under this Deed Poll.

5. Nature and preservation of liability

5.1 Absolute liability

(a) The liability of the Guarantor under this Deed Poll is absolute and is not subject to the performance of any condition precedent or subsequent by the Contractor or the Guarantor.

(b) This Deed Poll binds each person who has executed it, notwithstanding that:

(1) any person, whether named as a party or not, does not execute this Deed Poll;

(2) the execution of this Deed Poll by any person is invalid, forged or irregular in any way; or

(3) this Deed Poll is or becomes unenforceable, void or voidable against any other person.

5.2 Unconditional liability

The liability of the Guarantor under this Deed Poll will not be affected by any act, omission, matter or thing which, but for this clause 5.2, might operate in law or in equity to release the Guarantor from that liability or to reduce the Guarantor's liability under this Deed Poll, including any of the following:

(a) the occurrence before, on or at any time after the date of this Deed Poll, of any Insolvency Event in relation to the Contractor or the Guarantor;

(b) the receipt by the Principal of any payment, dividend or distribution under any Insolvency Provision in relation to the Contractor or the Guarantor;

(c) the occurrence of any Event of Default;

(d) the Contract or any payment or other act, the making or doing of which would otherwise form part of the Obligations being or becoming or being conceded to be frustrated, illegal, invalid, void, voidable, unenforceable or irrecoverable in whole or in part for any reason whether past, present or future;

(e) the Principal accepting or declining to accept any Security from any person at any time;

(f) the Principal granting time, waiver or other indulgence or concession to, or making any composition or compromise with, the Contractor or the Guarantor;

(g) the Principal not exercising or delaying (whether deliberately, negligently, unreasonably or otherwise) in the exercise of any remedy or right it has for the enforcement of the Contract or any Obligation;

(h) any laches, acquiescence or other act, neglect, default, omission or mistake by the Principal;

(i) the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Principal or the Contractor or the Guarantor of the Contract or any Obligation;

(j) any variation to the Contract or any Obligation, whether or not that variation is substantial or material, or imposes any additional liability on or disadvantages the Contractor or the Guarantor;

(k) the full, partial or conditional release or discharge by the Principal or by operation of law, of the Contractor or the Guarantor from the Contract or any Obligation;

(l) any change in membership (whether by death or retirement of an existing member, admission of a new member, or otherwise) or in the name of any partnership, firm or association in which the Contractor or the Guarantor is a member;

(m) the transfer, assignment or novation by the Principal or the Contractor or the Guarantor of all or any of its rights or obligations under the Contract or under any other Obligation;

(n) any failure by the Principal to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known to, or which ought to have been known by, the Principal relating to or affecting the Contractor or the Guarantor at any time before or during the currency of this Deed Poll, whether prejudicial or not to the rights and liabilities of the Guarantor and whether or not the Principal was under a duty to disclose that fact, circumstance, event or thing to the Guarantor or to the Contractor;

(o) the Principal agreeing with the Contractor or the Guarantor not to sue, issue process, sign or execute judgment, commence proceedings for bankruptcy or liquidation, participate in any administration, scheme or deed of arrangement or reconstruction, prove in any bankruptcy or liquidation, or do anything else in respect of the liability of the Contractor or the Guarantor;

(p) (where the Guarantor is an individual) the death or mental incapacity of the Guarantor; or

(q) the provisions of section 440J of the *Corporations Act 2001* (Cth) operating to prevent or delay:

(1) the enforcement of this Deed Poll against any Guarantor; or

(2) any claim for contribution against any Guarantor.

5.3 No merger

(a) This Deed Poll is in addition to and does not merge with, postpone, lessen or otherwise prejudicially affect the Contract or any other Power of the Principal.

(b) The Principal will hold any judgment or order obtained by it against any person in respect of the Guaranteed Money or the Obligations collaterally with this Deed, and this Deed Poll will not merge in that judgment or order.

5.4 No obligation to gain consent

No consent is required from any Guarantor nor is it necessary for the Guarantor to or be made aware of any event referred to in clause 5.2, any transaction between the Principal and the Contractor, or any particulars concerning any Obligation.

5.5 Appropriation

(a) The Principal is under no obligation to marshal or appropriate in favour of any Guarantor, or to exercise, apply, transfer or recover in favour of any Guarantor, any Security or any funds or assets that the Principal holds, has a claim on, or has received or is entitled to receive, but may do so in the manner and order as the Principal determines in its absolute discretion.

(b) The Principal may hold in a suspense account (without liability to pay interest) any money which it receives from the Guarantor, or which it receives on account of the Guarantor's liability under this Deed Poll, and which the Principal may, at its discretion, appropriate in reduction of the Guarantor's liability under this Deed Poll.

5.6 Void or voidable transactions

If:

(a) the Principal has at any time released or discharged:

(1) the Guarantor from its obligations under this Deed Poll; or

(2) any assets of the Guarantor from a Security,

in either case in reliance on a payment, receipt or other transaction to or in favour of the Principal; or

(b) any payment or other transaction to or in favour of the Principal has the effect of releasing or discharging:

(1) the Guarantor from its obligations under this Deed Poll; or

(2) any assets of the Guarantor from a Security;

and

(c) that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason, including under an Insolvency Provision or under the general law; and

(d) that claim is upheld or is conceded or compromised by the Principal,

then:

(e) the Principal will immediately become entitled against the Guarantor to all rights (including under any Security) as it had immediately before that release or discharge;

(f) the Guarantor must immediately do all things and execute all documents as the Principal may reasonably require to restore to the Principal all those rights; and

(g) the Guarantor must indemnify the Principal against costs, losses and expenses suffered or incurred by the Principal in or in connection with any negotiations or proceedings relating to the claim or as a result of the upholding, concession or compromise of the claim.

5.7 No set-off, counterclaim

The liability of the Guarantor under this Deed Poll will not be reduced or avoided by any defence, set-off or counterclaim available to the Contractor against the Principal.

5.8 Claim on the Guarantor

The Principal is not required to make any claim or demand on the Contractor, or to enforce the Contract, or any other right, power or remedy against the Contractor, before making any demand or claim on the Guarantor.

5.9 No representation by Principal etc.

The Guarantor acknowledges that it has not entered into this Deed Poll as a result of any representation, promise, statement or inducement to the Guarantor by or on behalf of the Principal, the Contractor or any other person.

[redacted]

6. Representations and Warranties

6.1 General representations and warranties

The Guarantor or, if there is more than one Guarantor, each Guarantor represents and warrants to the Principal:

(a) this Deed Poll constitutes a valid and legally binding obligation of the Guarantor in accordance with its terms;

(b) the execution, delivery and performance of this Deed Poll by the Guarantor does not breach any law, or any document or agreement to which the Guarantor is a party or which is binding on it or any of its assets;

(c) no litigation, arbitration, mediation, conciliation, criminal or administrative proceedings are current, pending or, to the knowledge of the Guarantor, threatened, which, if adversely determined, may have a material adverse effect on the business assets or financial condition of the Guarantor;

(d) all information relating to the Guarantor provided to the Principal in connection with this Deed Poll is true in all material respects and is not, by omission or otherwise, misleading in any material respect; and

(e) the Guarantor has not entered into this Deed Poll as the trustee of any trust.

6.2 Corporate representations and warranties

The Guarantor, or if there is more than one Guarantor, each Guarantor, that is or purports to be a body corporate, further represents and warrants to the Principal that:

(a) it is duly incorporated and has the corporate power to own its property and to carry on its business as is now being conducted;

(b) the execution, delivery and performance of this Deed Poll does not breach the Constitution of the Guarantor and, if the Guarantor or any of its subsidiaries is listed on the Australian Securities Exchange Limited or on any other stock exchange, those listing requirements or business rules;

(c) it has the power, and has taken all corporate and other action required, to enter into this Deed Poll and to authorise the execution and delivery of this Deed Poll and the performance of its obligations under this Deed Poll; and

(d) the Guarantor has filed all corporate notices and effected all registrations with the Australian Securities and Investments Commission and all of those filings and registrations are current, complete and accurate.

6.3 Representations and warranties repeated

Each representation and warranty in this Deed Poll will be repeated on each day whilst any of the Guaranteed Money remains outstanding (whether or not then due for payment) with reference to the facts and circumstances then subsisting, as if made on each such day.

7. Payments

7.1 On demand

All money payable by the Guarantor under this Deed Poll must be paid by the Guarantor on demand by the Principal in immediately available funds to the account and in the manner notified by the Principal to the Guarantor.

7.2 Payment in gross

All money received or recovered by the Principal on account of the Guaranteed Money will be treated as payments in gross without any right on the part of the Guarantor to claim the benefit of any money received or recovered by the Principal or any Security, until the Principal has been paid 100 cents in the dollar in respect of the Guaranteed Money.

7.3 Interest

As a liability separate and distinct from the Guarantor's liability under clauses 2 and 3, the Guarantor must on demand by the Principal pay interest on all amounts due and payable by it and unpaid under or in respect of this Deed Poll. Interest will accrue on those amounts from day to day from the due date up to the date of actual payment, before and (as a separate and independent obligation) after judgment, at the Specified Rate for successive 90 day interest periods commencing on the date of default and, if not paid when due, will itself bear interest in accordance with this clause 7.3.

7.4 Merger

If the liability of the Guarantor to pay to the Principal any money under this Deed Poll becomes merged in any judgment or order, then, as an independent obligation, the Guarantor will pay interest on the amount of that money at the rate which is the higher of that payable under clause 7.3 and that fixed by or payable under the judgment or order.

7.5 No set-off or deduction

All payments by the Guarantor to the Principal under this Deed Poll must be:

(a) free of any set-off or counterclaim; and

(b) without deduction or withholding for or on account of any present or future Taxes, unless the Guarantor is compelled by law to make any deduction or withholding.

If the Guarantor is compelled by law to make any deduction or withholding for or on account of any present or future Taxes (not being Taxes on the overall net income of the Principal), then the Guarantor must:

(c) pay to the Principal any additional amounts necessary to enable the Principal to receive (after all deductions and withholdings for those Taxes) a net amount equal to the full amount which would otherwise be payable to the Principal if no deduction or withholding was required to be made;

(d) promptly (and within the time prescribed by law) pay to the relevant taxing authority the amount of those Taxes which it is compelled by law to deduct or withhold, and indemnify the Principal for any Taxes and interest or penalties to which the Principal may become liable consequent on the failure of the Guarantor to pay those Taxes; and

(e) deliver to the Principal, promptly on request from the Principal, a copy of any receipt issued by the relevant taxing authority on payment of those Taxes.

7.6 Currency indemnity

(a) The Australian Dollar is the currency of payment by the Guarantor under or in connection with this Deed Poll , except that payment by the Guarantor of or in relation to any Obligation which is denominated in a foreign currency must be made in that foreign currency.

(b) If for any reason any amount payable by the Guarantor under or in connection with this Deed Poll is received by the Principal in a currency (Payment Currency) other than the currency (Agreed Currency) in which that amount is required to be paid under this Deed Poll (whether as a result of any judgment or order, the liquidation of the Guarantor or otherwise), and the amount obtained (net of charges) by the Principal on its conversion of the amount of the Payment Currency received into the Agreed Currency is less than the amount payable under this Deed Poll in the Agreed Currency, then the Guarantor will, as an independent and additional obligation, indemnify the Principal for that deficiency and for any loss sustained as a result of that deficiency.

8. Expenses and stamp duties

8.1 Expenses

The Guarantor must on demand reimburse the Principal for and keep the Principal indemnified against all expenses, including legal fees, costs and disbursements on a solicitor/own client basis (or on a full indemnity basis, whichever is the higher) assessed without the necessity of taxation, incurred by the Principal in connection with:

(a) the preparation, negotiation and execution of this Deed Poll and any subsequent consent, agreement, approval, waiver, amendment to or discharge of this Deed Poll; and

(b) any exercise, enforcement or preservation, or attempted exercise, enforcement or preservation, of any rights under this Deed.

8.2 Stamp duties

(a) The Guarantor must pay all stamp duties, transaction, registration and similar Taxes, including fines and penalties, financial institutions duty and debits tax which may be payable to or required to be paid by any appropriate authority, or determined to be payable in connection with the execution, delivery, performance or enforcement of this Deed Poll or any payment, receipt or other transaction contemplated by this Deed Poll ; and

(b) the Guarantor must indemnify the Principal against any loss or liability incurred or suffered by it as a result of the delay or failure by the Guarantor to pay Taxes.

8.3 Goods and Services Tax

If the Principal is or becomes liable to pay any GST (including any penalty) in respect of any supply it makes under, or in connection with, this Deed Poll (GST Liability) then:

(a) to the extent that an amount is payable by the Guarantor to the Principal under this Deed Poll for that supply - the amount will be increased by the full amount of the GST Liability; and

(b) otherwise - the Guarantor will indemnify and keep the Principal indemnified for the full amount of the GST Liability.

9. Assignment

The Principal may assign, novate or otherwise transfer all or any part of its rights under this Deed Poll and may disclose to a proposed assignee or transferee any information in the possession of the Principal relating to the Guarantor.

10. Governing law, jurisdiction and arbitration

10.1 Governing law

This Deed Poll and where applicable, the arbitration reference contained in clause 10.3, is governed by and will be construed according to the laws of New South Wales.

10.2 Jurisdiction

(a) This clause 10.2 only applies where clauses 10.3 to 10.7 do not apply.

(b) The Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts and appellate courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought relating in any way to this Deed Poll.

(c) The Guarantor irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceeding has been brought in an inconvenient forum, where that venue falls within paragraph (b) of this clause.

10.3 Reference to arbitration

(a) Clauses 10.3 to 10.7 will only apply where the Guarantor is a foreign company (as defined in section 9 of the *Corporations Act 2001* (Cth)).

(b) Any controversy, claim or dispute directly or indirectly based upon, arising out of, relating to or in connection with this Deed Poll (including but not limited to any question relating to the existence, validity or termination of this Deed Poll) shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as the ACICA Arbitration Rules).

(c) The seat of the arbitration will be Sydney.

(d) The number of arbitrators will be one.

(e) The language of the arbitration will be English.

10.4 Powers of the arbitrator

The arbitral tribunal has the power to grant all legal, equitable and statutory remedies, except punitive damages.

10.5 Consolidation

The parties agree that section 24 of the *International Arbitration Act 1974* (Cth) will apply in respect of consolidations.

10.6 Joinder

The arbitral tribunal has the power, on the application of any party to this arbitration agreement, to allow a third party who the arbitrator considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party to this Deed Poll hereby consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitrator has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.

10.7 Award final and binding

Any award will be final and binding upon the parties.

11. Miscellaneous

11.1 Notices

(a) Any notices contemplated by this Deed Poll must be in writing and delivered to the relevant address as set out below (or to any new address that a party notifies to the others).

(1) to the Principal: ***[to be completed, including email addresses]***

(2) to the Guarantor: ***[to be completed, including email addresses]***

(b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.

(c) A notice sent by email (whether or not containing attachments) will be taken to have been received on the earlier of:

(1) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;

(2) receipt by the sender of an automated message confirming delivery; and

(3) the time of receipt as acknowledged by the recipient in writing,

provided that:

(4) the communication will be taken to be so given by the sender and received by the recipient regardless of whether the email or any of its attachments is opened by the recipient; and

(5) if the communication would otherwise be taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next day.

11.2 Continuing obligation

This Deed Poll is a continuing obligation notwithstanding any termination by the Guarantor, settlement of account, intervening payment, express or implied revocation or any other matter or thing, and the Principal will continue to be entitled to the benefit of this Deed Poll as regards the due and punctual performance of all the Obligations until a final discharge has been given to the Guarantor.

11.3 Further assurance

The Guarantor must immediately on the request of the Principal, and at the cost of the Guarantor, do and perform all further acts and things and execute and deliver all further documents as the Principal reasonably requires, or as are required by law, to perfect or to give effect to the rights and powers of the Principal created, or intended to be created, by this Deed Poll.

11.4 Form of demand

A demand on the Guarantor for payment under this Deed Poll may be in the form and contain any information as the Principal determines. It need not specify the amount of the Guaranteed Money, nor the method or basis of calculation of all or any part of the Guaranteed Money, including amounts of, or in the nature of, interest.

11.5 Entire agreement

This Deed Poll constitutes the entire agreement and understanding between the parties and will take effect according to its tenor despite, and supersede:

(a) any prior agreement (whether in writing or not), negotiations and discussions between the parties in relation to the subject matter of this Deed Poll; or

(b) any correspondence or other documents relating to the subject matter of this Deed Poll that may have passed between the parties prior to the date of this Deed Poll and that are not expressly included in this Deed Poll.

11.6 Joint and several liability

The obligations of the Guarantor, if more than one person, under this Deed Poll, are joint and several. Each person constituting the Guarantor acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this Deed Poll) of the other as if those acts or omissions were its own and the Principal may proceed against any or all of them. This Deed Poll binds each person who signs as a "Guarantor" even if another person who was intended to become a "Guarantor" does not become a "Guarantor" or is not bound by this Deed Poll.

11.7 Severance

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

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

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

11.8 Remedies cumulative

Each Power is cumulative and in addition to each other Power available to the Principal.

11.9 Waiver

(a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Deed Poll by the Principal will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed Poll.

(b) Any waiver or consent given by the Principal under this Deed Poll will only be effective and binding on the Principal if it is given or confirmed in writing by the Principal.

(c) No waiver by the Principal of:

(1) a breach of any term of this Deed Poll; or

(2) any other failure by the Guarantor to comply with a requirement of this Deed Poll,

will operate as a waiver of another breach of that term or failure to comply with that requirement or of a breach of any other term of this Deed Poll or failure to comply with any other requirement of this Deed.

11.10 Consents

Any consent of the Principal referred to in, or required under, this Deed Poll may be given or withheld, or may be given subject to any conditions, as the Principal (in its absolute discretion) thinks fit, unless this Deed Poll expressly provides otherwise.

11.11 Moratorium legislation

To the fullest extent permitted by law, the provisions of all laws operating directly or indirectly to lessen or affect in favour of the Guarantor any obligation under this Deed Poll, or to delay or otherwise prevent or prejudicially affect the exercise of any Power, are expressly waived.

11.12 Set-off

(a) The Principal may (without prior notice at any time) set off any obligation then due and payable by the Guarantor under this Deed Poll against any obligation (whether or not due and payable) by the Principal to the Guarantor, regardless of the place or currency of payment of either obligation or the office or branch through which either obligation is booked. If the obligations are in different currencies, the Principal may convert either obligation into the currency of the other obligation at a market rate of exchange determined by it for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Principal may effect the set off in an amount estimated by it in good faith to be the amount of that obligation.

(b) The Principal is not obliged to exercise any right of set off pursuant to clause 11.12(a), which is in addition to its other rights of combination of account, set-off or lien (by contract or operation of law).

(c) On its exercise of any set off pursuant to clause 11.12(a) against the Guarantor, the Principal will promptly notify the Guarantor of details of that set-off.

11.13 Variations

This Deed Poll may only be varied by a document signed by or on behalf of both the Principal and the Guarantor.

11.14 Provisions limiting or excluding liability

Any provision of this Deed Poll which seeks to limit or exclude a liability of the Principal or the Guarantor is to be construed as doing so only to the extent permitted by law.

11.15 Counterparts

(a) This Deed Poll need not be executed by the Principal.

(b) If the Guarantor is more than one person, a Guarantor may execute this Deed Poll in one or more separate counterparts, each of which constitutes the deed of that Guarantor.

Executed as a deed poll.

Executed by **[insert Contractor's name]**
ABN [insert Contractor's ABN]
in the presence of:

Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full

Schedule 18 - Deed of Novation (Principal, Contractor and Subcontractor)

(Clause 2.2(g))

THIS DEED OF NOVATION is made on [ ] between the following parties:

1. **Sydney Metro (ABN 12 354 063 515)** of Level 43, 680 George Street, Sydney NSW 2000 (**"Principal"**)

2. **[ ] ABN [ ]** of [ ] (**"Contractor"**); and

3. **[ ] ABN [ ]** of [ ] (**"Subcontractor"**).

Recitals

A. By agreement dated [ ] (the **"Subcontract"**), the Principal engaged the Subcontractor to, and the Subcontractor agreed to, undertake certain works for the Principal (the "**Subcontract Works**").

B. By agreement dated [ ] (the **"Contract"**), the Principal engaged the Contractor to, and the Contractor agreed to, undertake certain works for the Principal, which includes the Subcontract Works.

C. Under the Contract and the Subcontract, the Contractor and the Subcontractor must enter into this deed when the Principal requires them to do so.

D. Subject to this deed, the Subcontractor agrees to accept the Contractor in place of the Principal for the performance of all the obligations of the Principal and to release completely and discharge the Principal from all of its obligations under the Subcontract and from all claims and demands in respect of it.

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

1. The Subcontractor must perform its obligations under, and be bound by, the Subcontract as if the Contractor was originally named in the Subcontract as the Principal.

2. The Subcontractor:

   (a) releases and forever discharges the Principal from its obligations under the Subcontract and from all claims and demands in respect of the Subcontract; and

   (b) accepts the liability of the Contractor in place of the liability of the Principal in respect of the Subcontract.

3. The Contractor must perform all the obligations of the Principal under, and be bound by, the Subcontract as if the Contractor were originally named in the Subcontract as the Principal.

4. Upon the execution and exchange of this deed:

   (a) the Principal must release any securities given to it by the Subcontractor in accordance with the Subcontract;

   (b) the Subcontractor must give the Contractor security in the same form and for the same amounts as any security required by the Subcontract; and

   (c) the Subcontractor must ensure that the Contractor is appropriately noted on all relevant insurance policies as required by the Subcontract.

5. This deed is governed by the laws of New South Wales and the parties agree to submit to the non exclusive jurisdiction of the courts of that state.

EXECUTED by the parties as a deed:

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

Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full

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

Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full

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

Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full

Schedule 19 - Contractor's Certificate of Design Compliance

(Clauses 5.3 and 11.6(c)(ii))

CONTRACTOR'S CERTIFICATE OF DESIGN COMPLIANCE

CONTRACTOR:

DESIGN PACKAGE	DESCRIPTION

(Attach schedule of work packages if insufficient space)

I certify that the design for the packages or part thereof described above has been completed to the extent indicated above in accordance with the requirements of the Contract between the Principal and _____, and complies with the requirements of the Contract, subject to the register of outstanding minor design non-conformances and unresolved issues attached.

I further certify that the attached compliance records as required by the Contract reflect the true status of the design packages.

SIGNATURE:_____ SIGNATURE:_____

(Contractor's Representative) *(Contractor's Subcontractor/Designer)*

DATE:_____ DATE:_____

Schedule 20 - Contractor's Certificate of Construction Compliance

(Clauses 7.1(c) and 11.6(c)(ii))

CONTRACTOR'S CERTIFICATE OF CONSTRUCTION COMPLIANCE

CONTRACTOR:

WORK PACKAGE	DESCRIPTION

(Attach schedule of work packages if insufficient space)

I certify that the procurement/construction of the work packages or part thereof described above have been completed to the extent indicated above in accordance with the requirements of the Contract between the Principal and _____, and comply with the requirements of the Contract, subject to the register of outstanding minor construction non conformance and unresolved issues attached.

I further certify that the attached compliance records as required by the Contract reflect the true status of the work packages.

NAME:_____ SIGNATURE:_____ DATE: / /
(Contractor's Representative)

THIS SECTION MUST BE COMPLETED BY THE RELEVANT CONTRACTOR'S SUBCONTRACTOR/DESIGNER

I certify that the procurement/construction of the work packages (one certificate per work package) or part thereof described above have been completed to the extent indicated above in accordance with the requirements of the Contract between the Principal and _____, and comply with the requirements of the Contract, subject to the register of outstanding minor construction non-conformances and unresolved issues attached.

I further certify that the attached compliance records as required by the Contract reflect the true status of the work packages.

SIGNATURE:_____
(Contractor's Subcontractor/Designer)

DATE:_____

Schedule 21 - Contractor's Certificate of Completion

(Definition of "Completion" in Clause 1.1 and Clause 13.3(c))

CONTRACTOR'S CERTIFICATE OF COMPLETION

CONTRACTOR:

Description of Portion or Works: _____

_____

_____

I certify that the Completion of the above Portion/the Works has/have been achieved in accordance with the requirements of the Contract between the Principal and _____, complies with the requirements of the Contract, subject to the register of unresolved issues attached.

I further certify that:

(a) All Variation Orders (including concessions) are listed in the attached compliance register.

(b) All identified Defects (including any non-conformities but excluding Defects accepted as minor by the Principal) have been satisfactorily rectified and their documentation closed out.

(c) All required documentation has been submitted.

I further certify that the attached compliance records as required by the Contract reflect the true status of the Portion/the Works.

SIGNATURE:_____ SIGNATURE:_____

(Contractor's Representative) *(Contractor's Subcontractor/Designer)*

DATE:_____ DATE:_____

Schedule 22 - Contractor's Certificate of Final Completion

(Clause 13.8(d))

CONTRACTOR'S CERTIFICATE OF FINAL COMPLETION

CONTRACTOR:

I hereby certify that Final Completion has been achieved by[the Contractor] in accordance with the requirements of the Deed (including all Variation orders detailed in (a) below) between the Principal and the Contractor.

I further certify that:

(a) All Variation Orders (including concessions) are listed in the attached compliance register.
(b) All identified Defects (including any non-conformities have been satisfactorily rectified and their documentation closed out.
(c) All required documentation has been submitted.
(d) All notices regarding system deficiencies have been satisfactorily closed out.

I further certify that the attached compliance records as required by the Deed reflect the true status of the Portion/the Works.

SIGNATURE:_____ DATE: / / /
(Contractor's Representative)

Schedule 23 - Form of Other Contractor Deed Poll

(Clause 7.4)

This Deed Poll made the day of 20

In favour of: **[*insert details*]** (ABN **[*insert details*]**) of **[*insert details*]**

("Contractor") and

Sydney Metro (ABN 12 354 063 515) of Level 43, 680 George Street, Sydney NSW 2000
("Principal")

Given by: **[*insert details*]** (ABN **[*insert details*]**) of **[*insert details*]**

("Other Contractor")

Recitals

A. By a contract dated **[*insert date*]** (**"Contract"**) between the Principal and the Contractor, the Contractor agreed to design and construct certain works (**"Works"**), on the land more particularly described in the Contract (the **"Construction Site"**).

B. The Other Contractor has been appointed under a Contract (**"Other Contract"**) to undertake certain works on the Construction Site (**"Other Contractor Works"**).

C. For the purposes of the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW) (together, the **"WHS Legislation"**), the Works and the Other Contractor Works are a 'construction project' within the meaning of the WHS Legislation.

D. Under the Contract, the Principal engaged the Contractor as principal contractor and authorised the Contractor to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.

E. Under the provisions of the Contract, the Principal is required to procure the provision of this Deed Poll from each Other Contractor that undertakes Other Contractor Works (as that term is defined in the Contract).

This Deed Poll Provides

1. In consideration of the Contractor accepting this Deed Poll, the Other Contractor agrees that

   (a) the Other Contractor, its subcontractors and their respective personnel while they are on the Construction Site, will comply with Construction Site safety regulations, any Site rules or regulations and with all directions of the Contractor with respect to work health and safety;

(b) the Other Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the Contractor so that the Contractor discharges its obligations as principal contractor;

(c) the Other Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the Contractor, the Principal and all other persons who have a work health and safety duty in relation to the same matter;

(d) the Other Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the Contractor while on Site;

(e) the Contractor may exclude the Other Contractor, any of its subcontractors and their respective personnel from the Construction Site for work health and safety reasons;

(f) the Contractor may direct the Other Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;

(g) where high risk construction work is to be carried out in the performance of the Other Contractor Works, the Other Contractor must:

(i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;

(ii) provide a copy of the safe work method statement to the Principal and the Contractor prior to the commencement of high risk construction work;

(iii) review and revise the safe work method statement in accordance with the WHS Legislation;

(iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and

(v) where so directed by the Contractor, suspend the performance of any high risk construction work;

(h) the Other Contractor shall in carrying out the work under the Other Contract, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and

(i) in its contracts with subcontractors, the Other Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Other Contractor under this Deed Poll.

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

(a) any failure by the Other Contractor to comply with any direction given by the Contractor in accordance with this Deed Poll; or

(b) any breach by the Other Contractor, any of its subcontractors or their respective personnel of:

(i) their respective contractual or legislative work health and safety obligations; or

(ii) the provisions of this Deed Poll.

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

Executed as a Deed Poll.

Executed by ***[Other Contractor]*** by or in the presence of:	
Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full

Schedule 24 - Form of Interface Agreement Deed Poll in favour of Rail Transport Agency and Sydney Metro

(Clause 1.5(b) and 1.5(c))

This deed poll (**"Deed Poll"**) made the day of 20

By: **[Contractor] (ABN.....)** of .....(**"Contractor"**),

in favour of: ***[Insert details of relevant Rail Transport Agency]*** (**"Rail Transport Agency"**) and

Sydney Metro (ABN 12 354 063 515) a NSW Government agency constituted by section 38 of the *Transport Administration Act* 1988 (NSW), of Level 43, 680 George Street, Sydney NSW 2000

Recitals

A. Rail Transport Agency operates the commuter rail system in Sydney, including [Insert details] and surrounds where the Works (the **"Project"**) is to be undertaken by the Contractor and others.

B. Sydney Metro is responsible for developing certain major railway systems and other major transport projects and has engaged the Contractor to carry out certain works under a contract (**Contract**).

C. Sydney Metro is responsible for procuring the execution and completion of the Project, and has entered into a safety interface agreement dated [insert date] for [Insert details of Project/Program] (**"Interface Agreement"**) with Rail Transport Agency to cover the Project.

D. Rail Transport Agency is relying on Sydney Metro to procure the Contractor (with others) to execute and complete the Project in accordance with the Contract to ensure that Rail Transport Agency will satisfy, among other things, its obligation to provide an operating commuter rail system.

E. Rail Transport Agency will suffer loss if Sydney Metro does not procure the Contractor to execute and complete the Works in accordance with the Contract and the Interface Agreement.

Operative

This deed witnesses that the Contractor hereby covenants, warrants and agrees with and for the benefit of Rail Transport Agency and Sydney Metro as follows:

1. It will comply with the Interface Agreement.
2. During and upon Completion of the Project, the Contractor's Activities will satisfy the requirements of the Interface Agreement.
3. Rail Transport Agency and Sydney Metro may assign or charge the benefits and rights accrued under this Deed Poll.
4. This Deed Poll is governed by the laws of the State of New South Wales.
5. This Deed Poll may not be revoked or otherwise modified without the prior written consent of Sydney Metro.
6. Where terms used in this Deed Poll are defined in the Contract or the Interface Agreement, those terms have the meaning given to them in the Contract or the Interface Agreement.

Executed as a deed poll.

Executed by **[Contractor]** **(ABN**.....**)** by or in the presence of:	
Signature of Director	Signature of Secretary/other Director
Name of Director in full	Name of Secretary/other Director in full

Schedule 25 - Not used

Schedule 26 - Not used

Schedule 27 Principal Supplied Items

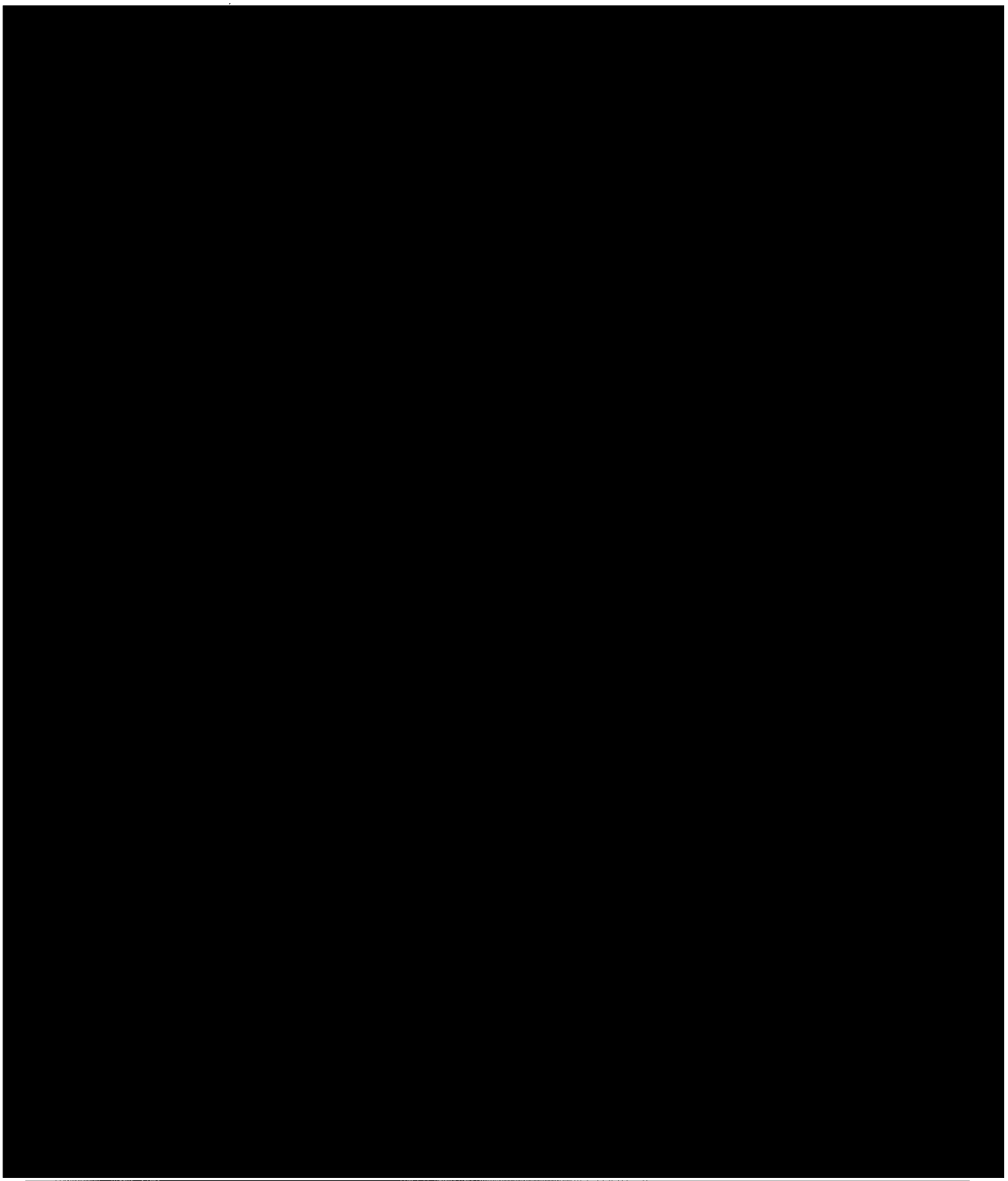
(Clause 7.10)

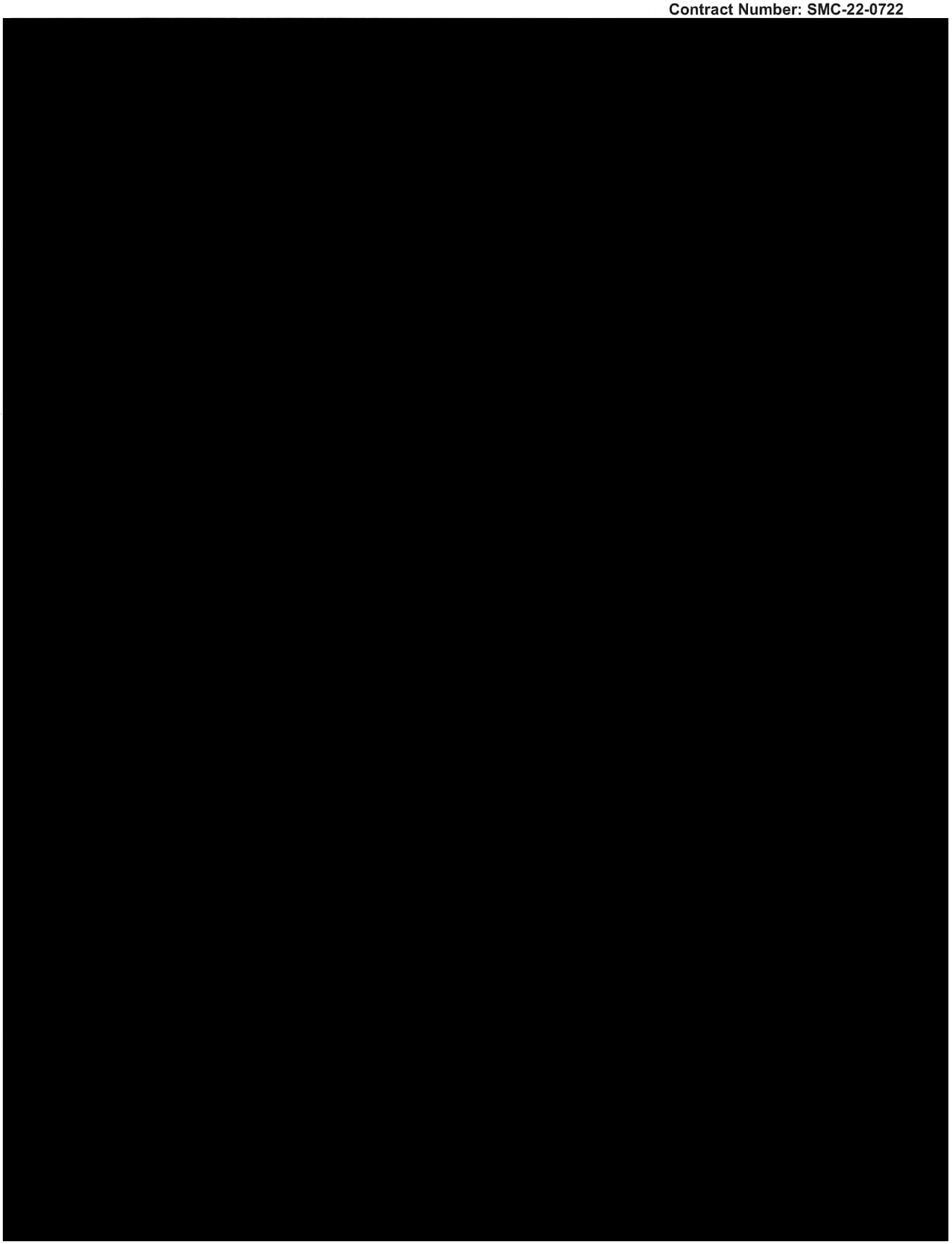
Not applicable

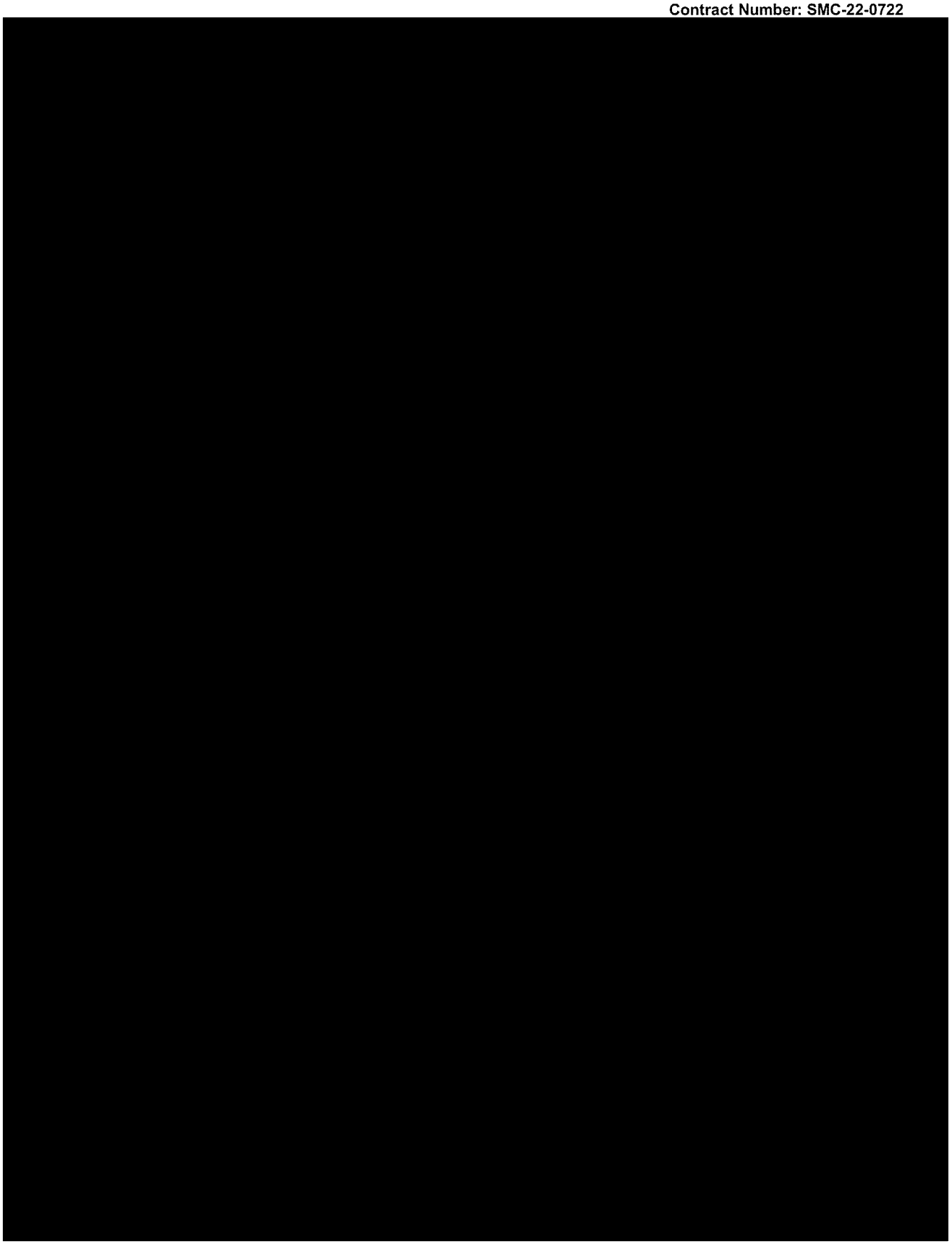
Schedule 28 – Not used

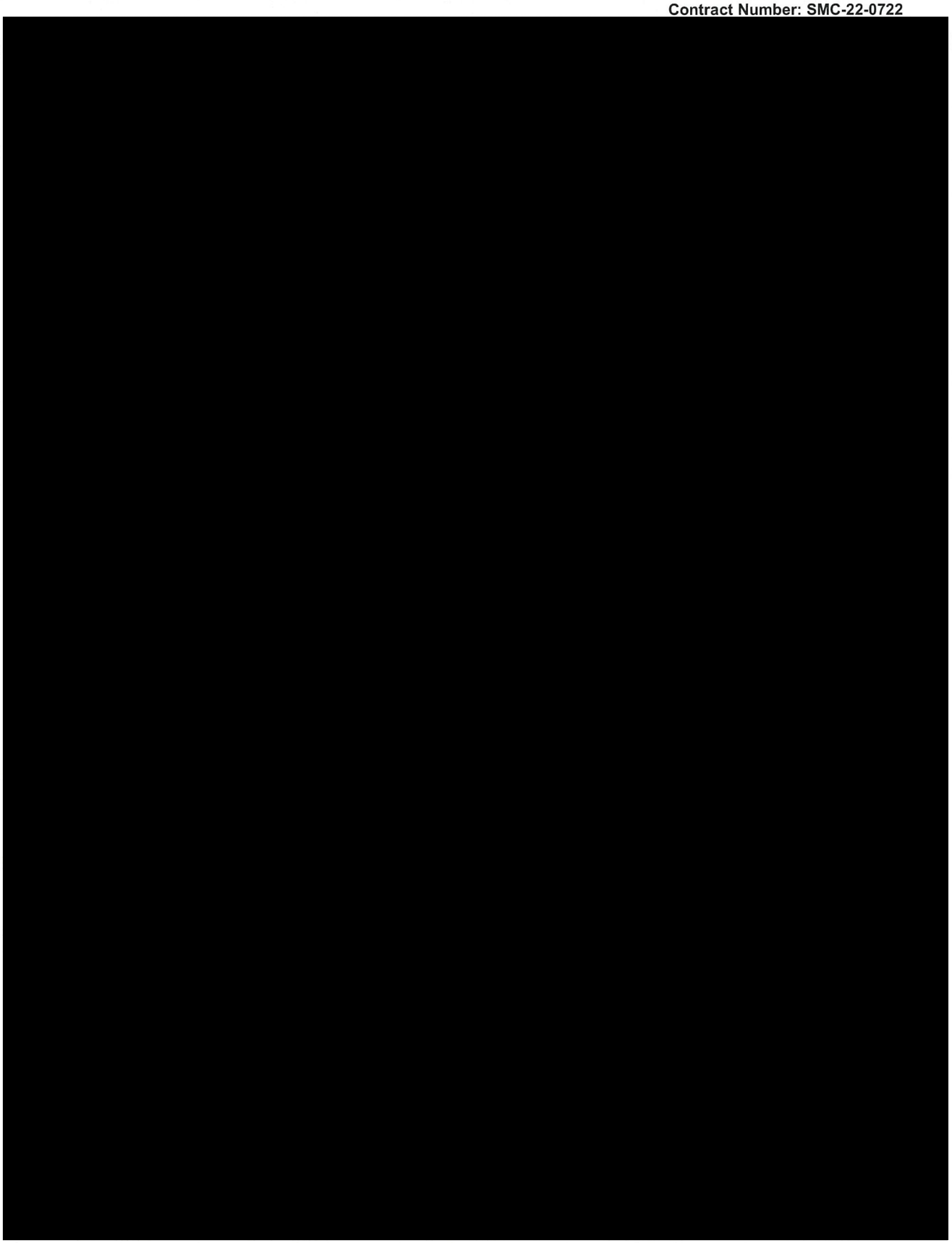
Schedule 29 - Track Possessions

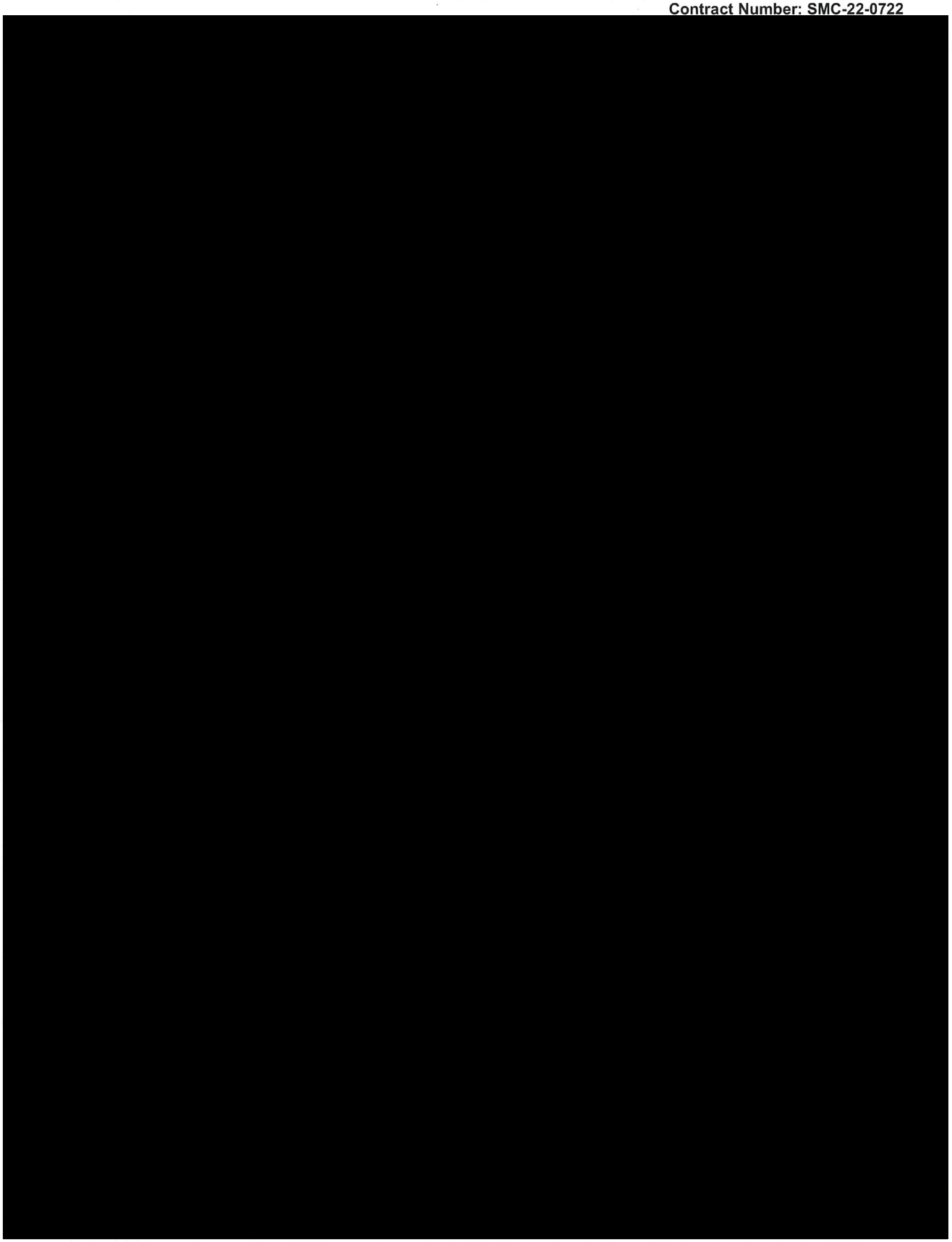
(Clause 7.12)

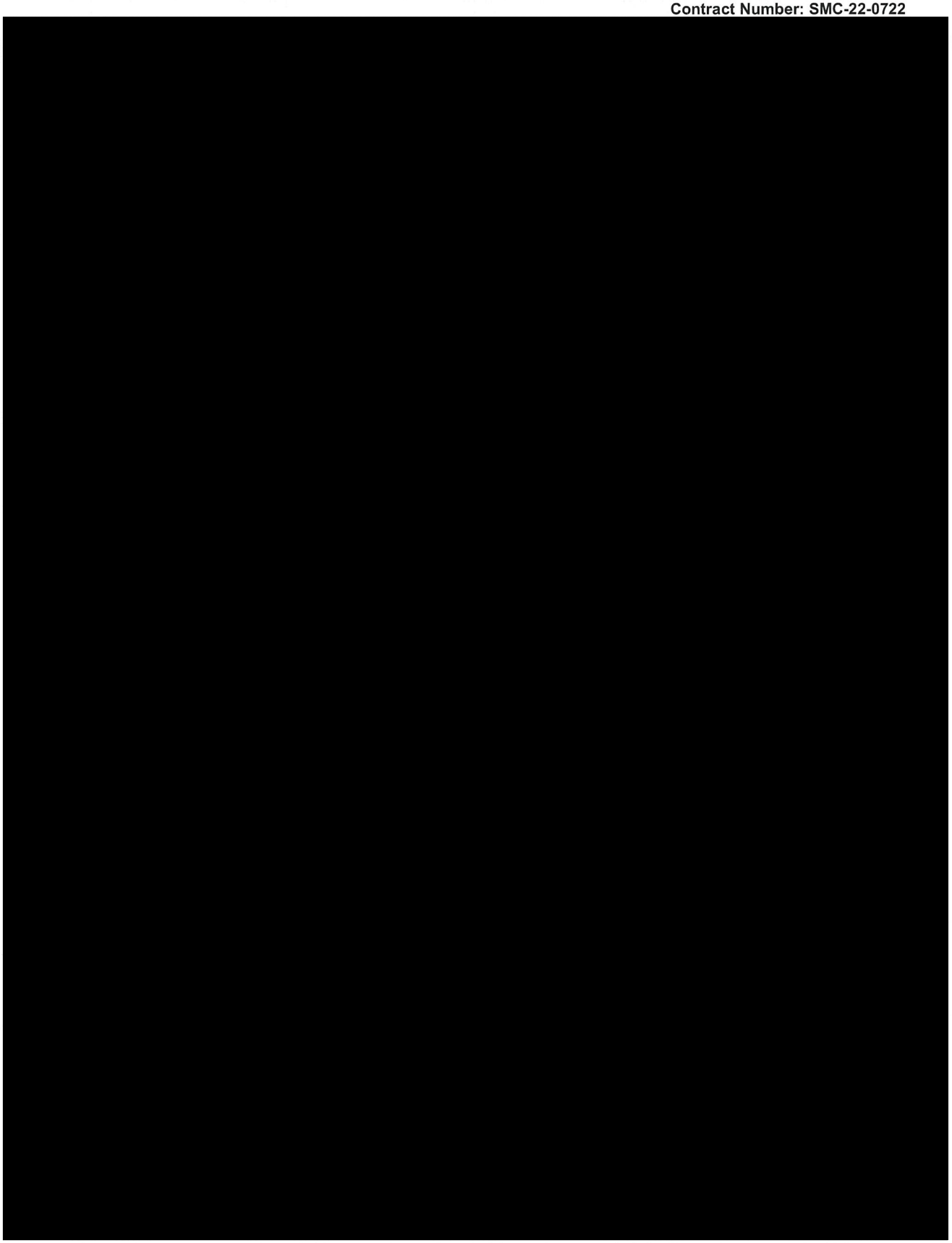












Schedule 30 Principal Deed of Novation

DEED OF NOVATION made at on 20

BETWEEN:

(1) [*Insert name and ABN*] of [*Insert*] (**Retiring Party**);

(2) [*Insert name and ABN*] of [*Insert*] (**Continuing Party**); and

(3) [*Insert name and ABN*] of [*Insert*] (**Substitute Party**).

RECITALS:

(A) The Retiring Party and the Continuing Party are parties to a [*insert title of Contract*] dated [*insert date*] (**Contract**).

(B) The Retiring Party and the Substitute Party have asked the Continuing Party to agree to the novation of the Contract on the terms of this deed.

(C) The Continuing Party has agreed to the novation of the Contract on the terms of this deed.

THIS DEED PROVIDES

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions**

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

In this deed:

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

Continuing Party Retained Liabilities means the undischarged obligations and Liability of the Continuing Party arising prior to the Effective Date.

Contract means the agreement between the Retiring Party and the Continuing Party [described in Schedule 1 ***or insert description here***].

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

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

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

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

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

Retiring Party Retained Liabilities means the undischarged obligations and Liability of the Retiring Party arising prior to the Effective Date.

2. INTERPRETATION

In this deed:

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

(b) and unless the context indicates a contrary intention:

(i) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

(ii) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(iii) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

(iv) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(v) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(vi) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(vii) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;

(viii) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(ix) "includes" in any form is not a word of limitation; and

(x) a reference to "$" or "dollar" is to Australian currency.

3. NOVATION

3.1 Novation

From the Effective Date:

(a) the parties novate the Contract so that the Substitute Party and the Continuing Party are parties to a new agreement on the same terms as the Contract; and

(b) any reference in the Contract to the Retiring Party shall be read as a reference to the Substitute Party.

3.2 Assumptions of rights and obligations

(a) From the Effective Date the Substitute Party will be bound by and shall comply with the terms of the Contract as amended by this deed, and shall enjoy the rights and benefits conferred on the Retiring Party

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

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

3.3 Release by Continuing Party

From the Effective Date:

(a) the Continuing Party releases the Retiring Party from:

(i) any obligation or Liability under or in respect of the Contract; and

(ii) any action, claim and demand it has, or but for this clause would have had against the Retiring Party under or in respect of the Contract,

except for the Retiring Party Retained Liabilities;

(b) subject to clause 3.3(c), this release does not affect any rights the Continuing Party may have against the Substitute Party as a result of the assumption by the Substitute Party under the terms of this deed of the obligations and Liability of the Retiring Party under the terms of the Contract; and

(c) the Continuing Party releases the Substitute Party from:

(i) any obligation or Liability under or in respect of the Contract; and

(ii) any action, claim and demand it has against the Retiring Party under or in respect of the Contract,

in respect of the Retiring Party Retained Liabilities.

3.4 Release by Retiring Party

(a) From the Effective Date the Retiring Party releases the Continuing Party from:

(i) any obligation or Liability under or in respect of the Contract; and

(ii) any action, Claim and demand it has, or but for this clause would have had against the Continuing Party under or in respect of the Contract,

except for the Continuing Party Retained Liabilities.

(b) Nothing in this clause affects the obligations of the Continuing Party to the Substitute Party under the Contract from the Effective Date.

3.5 Insurance

From the Effective Date:

(a) the Substitute Party must have in place insurances which replace the insurances required to be effected and maintained by the Retiring Party under the terms of the Contract; and

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

3.6 Replacement of Guarantees

From the Effective Date:

(a) the Substitute Party must have in place guarantees which replace the Contract Guarantees on similar terms in favour of the Continuing Party; and

(b) the Continuing Party must have in place guarantees which replace the Contract Guarantees on similar terms in favour of the Substitute Party.

4. OVERRIDING EFFECT

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

5. REPRESENTATIONS AND WARRANTIES

5.1 Authority

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

5.2 Authorisations

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

5.3 Binding obligations

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

6. DUTIES, COSTS AND EXPENSES

6.1 Stamp Duty

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

6.2 Costs

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

6.3 GST

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

(b) If GST is payable on a supply made under this deed by an entity (Supplier), the party providing the consideration for that supply must, in addition to any other amounts payable under any provision of this deed, pay an additional amount equal to the GST payable by the Supplier on that supply. The additional amount must be paid, and the Supplier must provide a tax invoice, at the same time as the other

consideration for that supply is to be provided under this deed. Terms used in this clause 6.3 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

7. GENERAL

7.1 Governing Law

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

7.2 Jurisdiction

Each party irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 7.2(a).

7.3 Amendments

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

7.4 Waiver

(a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.

(b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of a term of this deed operates as a waiver of any other breach of that term or of a breach of any other term of this deed.

7.5 Counterparts

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

7.6 Severance

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

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

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

7.7 Further acts and documents

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

7.8 Assignment

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

Schedule 1 [if needed]

Contract
(clause 1.1) .....

.....

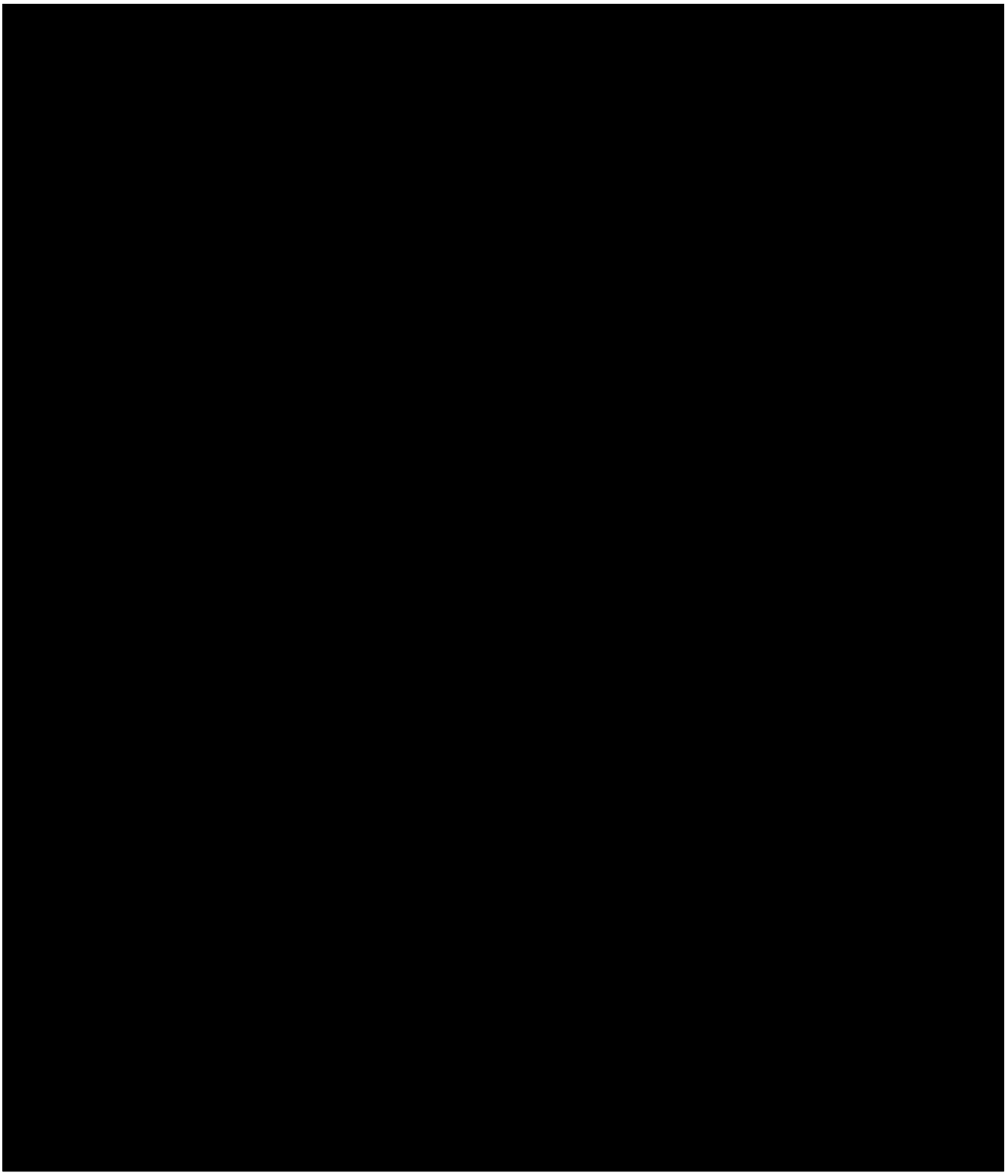
EXECUTED by the parties as a deed:

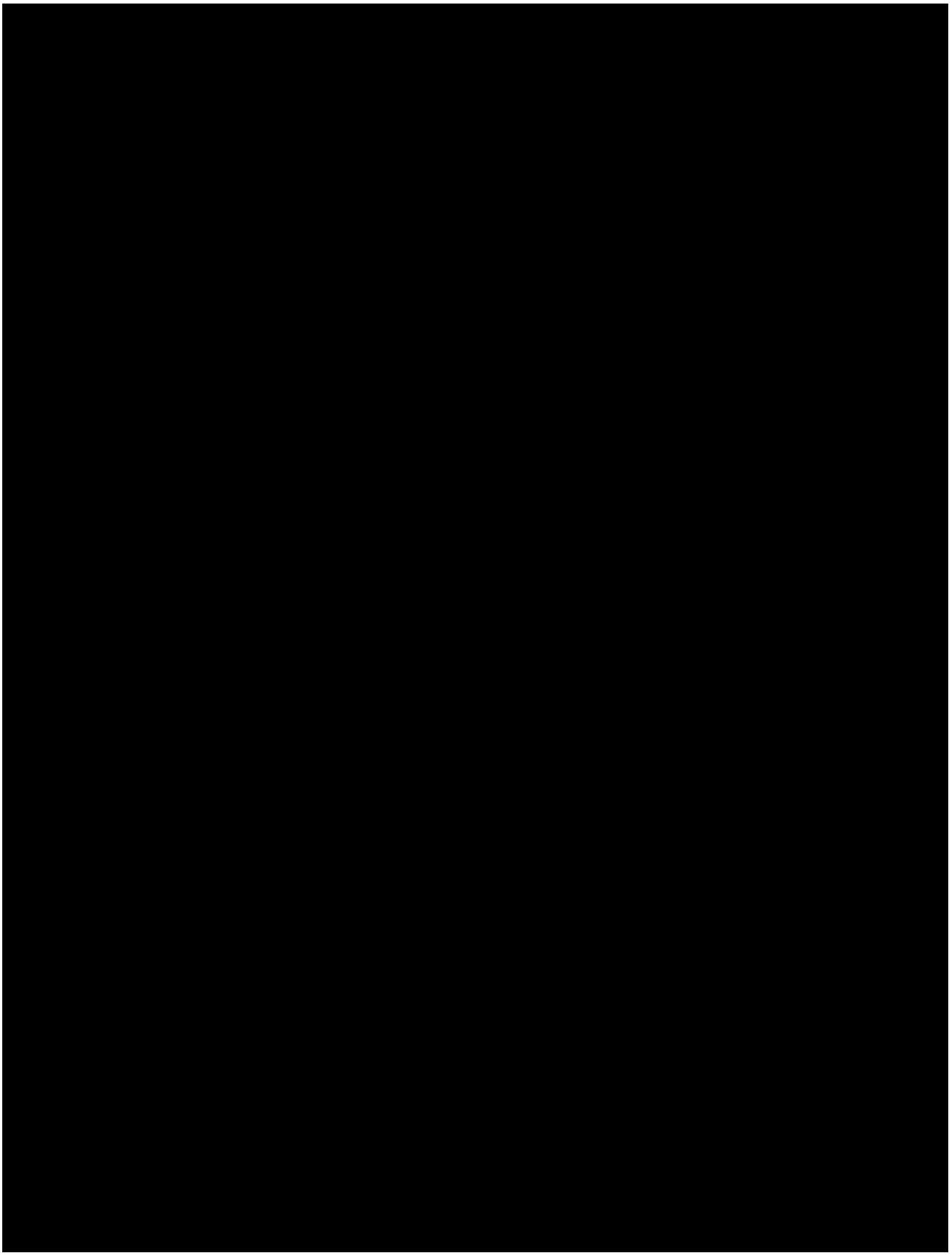
[***Note: Appropriate execution block to be inserted prior to execution.***]

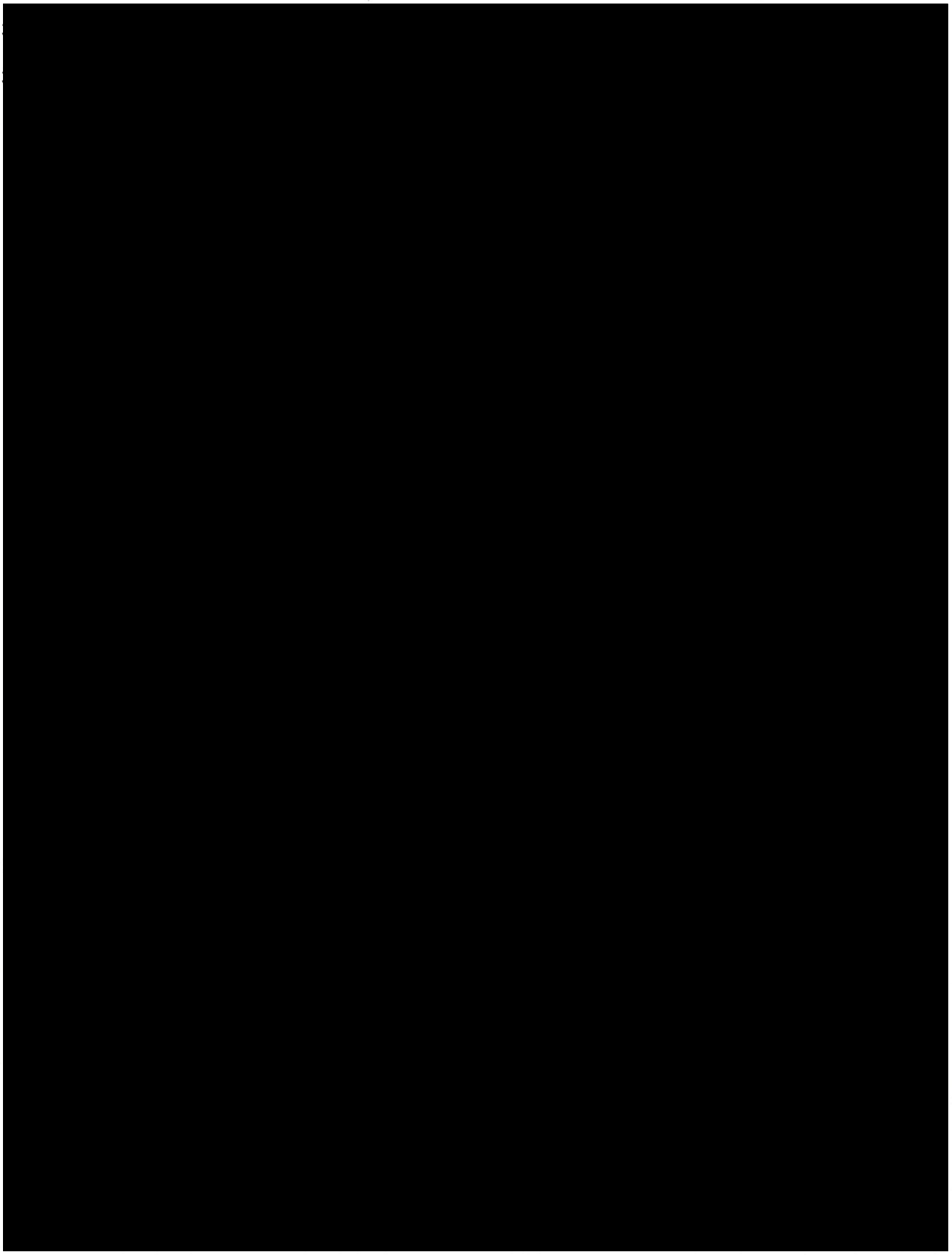
Schedule 31 – Financial Reporting

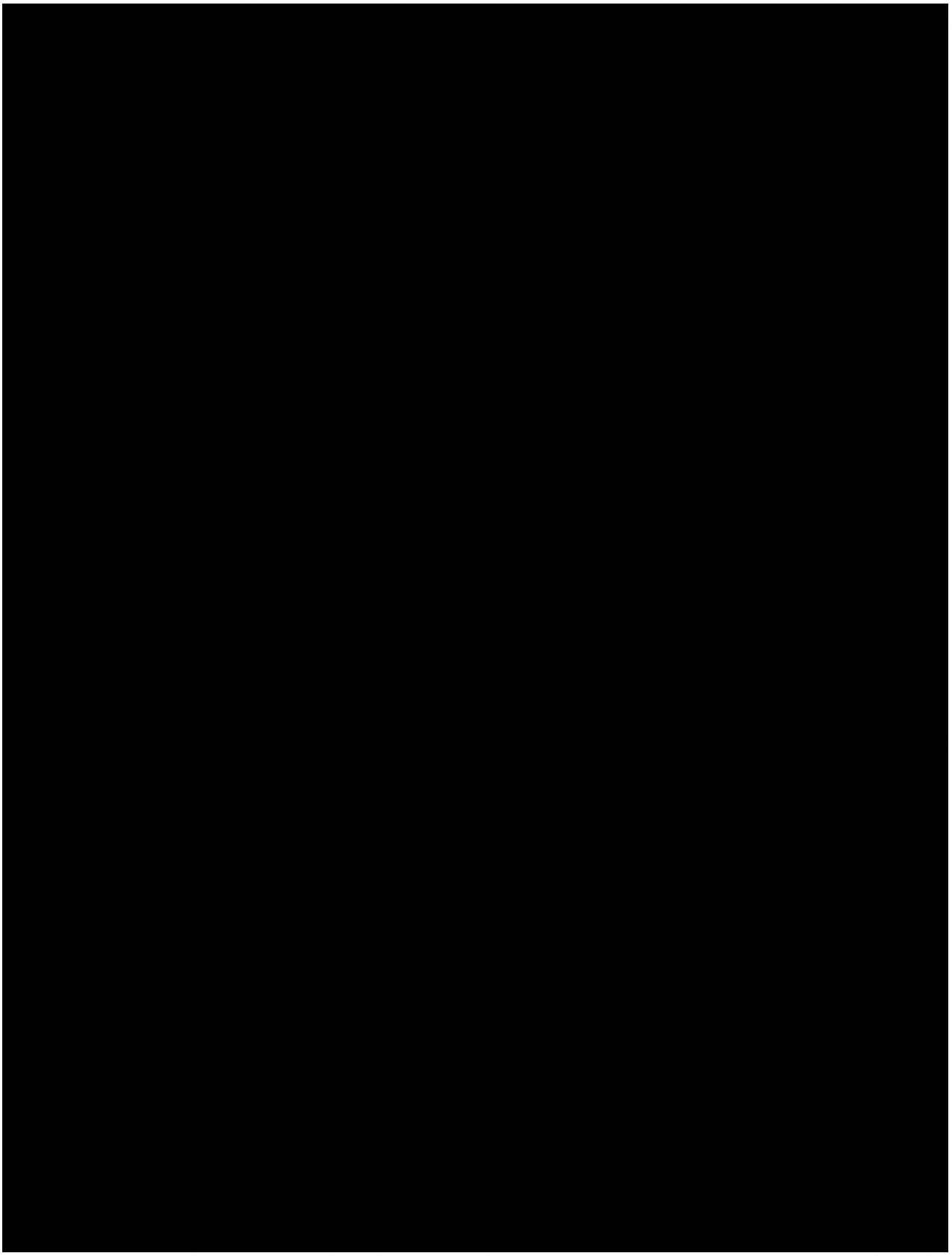
Schedule 32 Performance and Compliance Incentive Payment Schedule

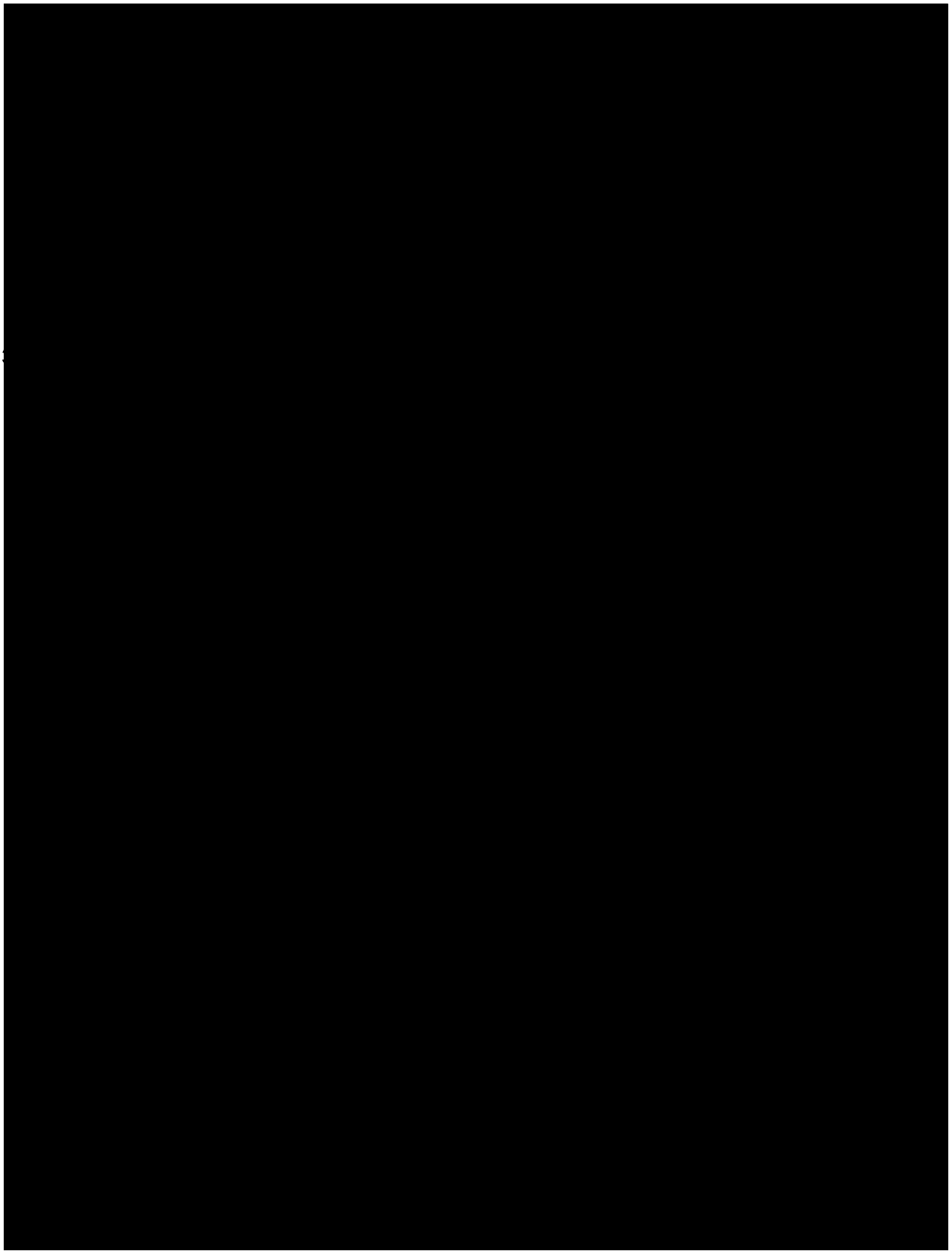
(Clauses 1.1 and 12)

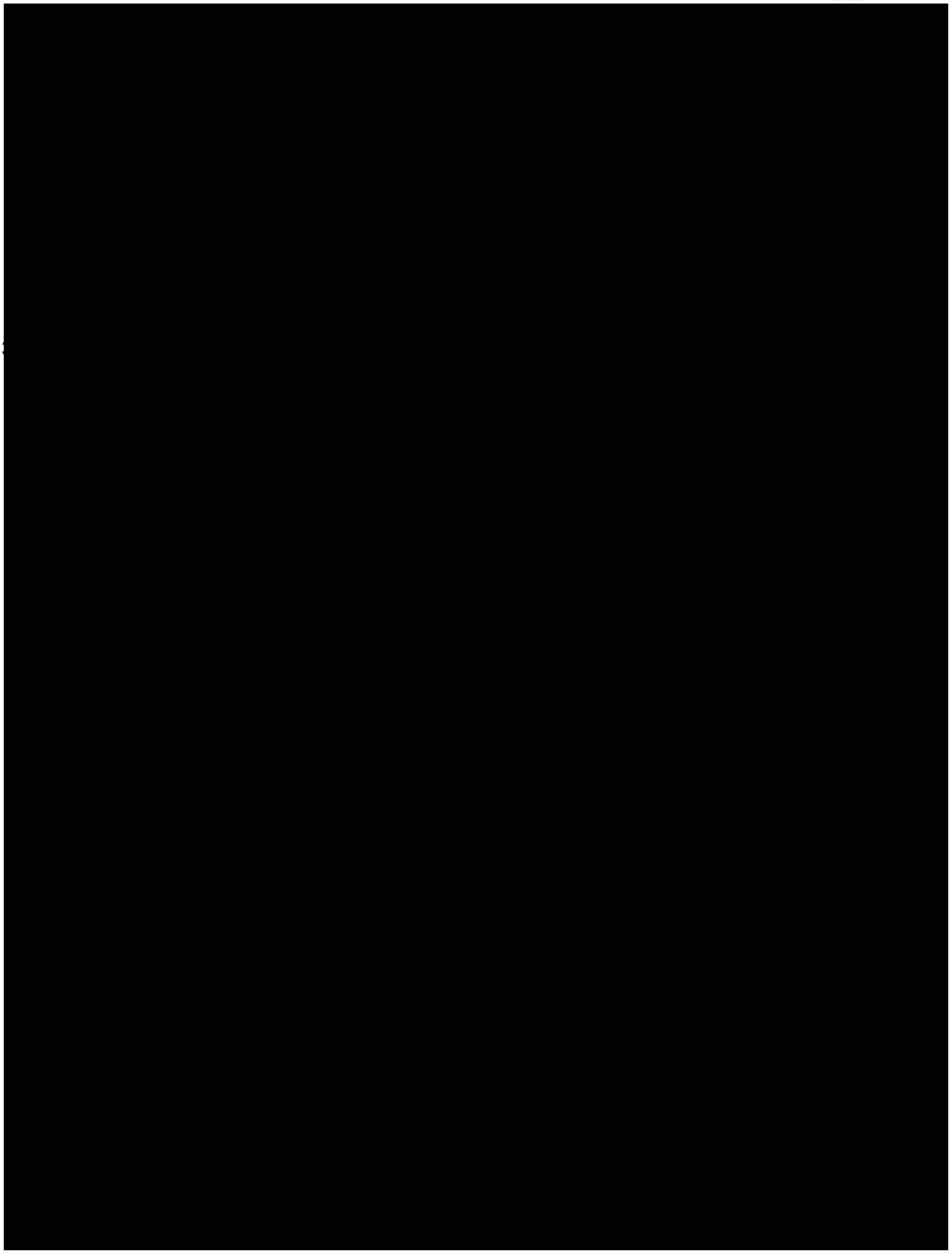


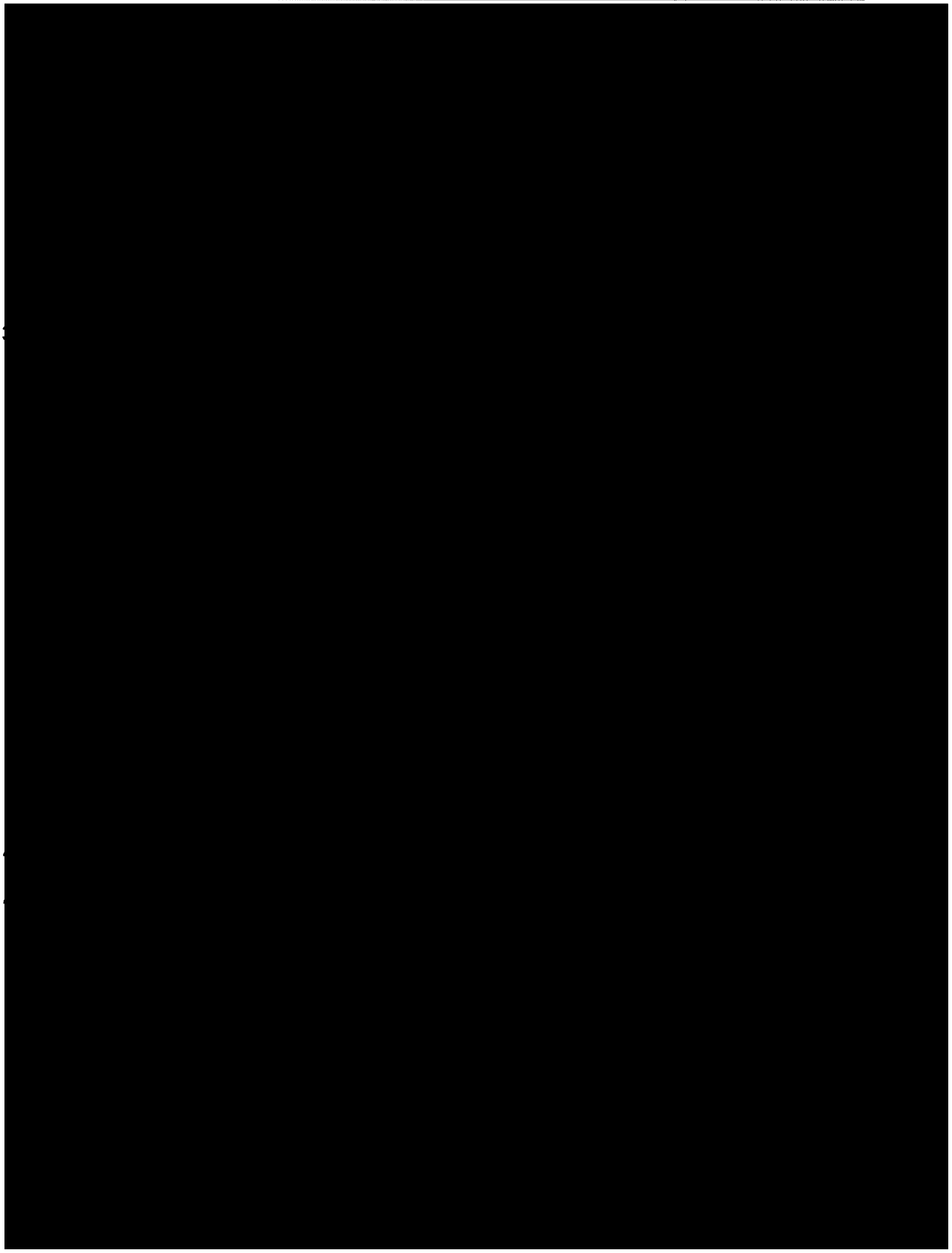


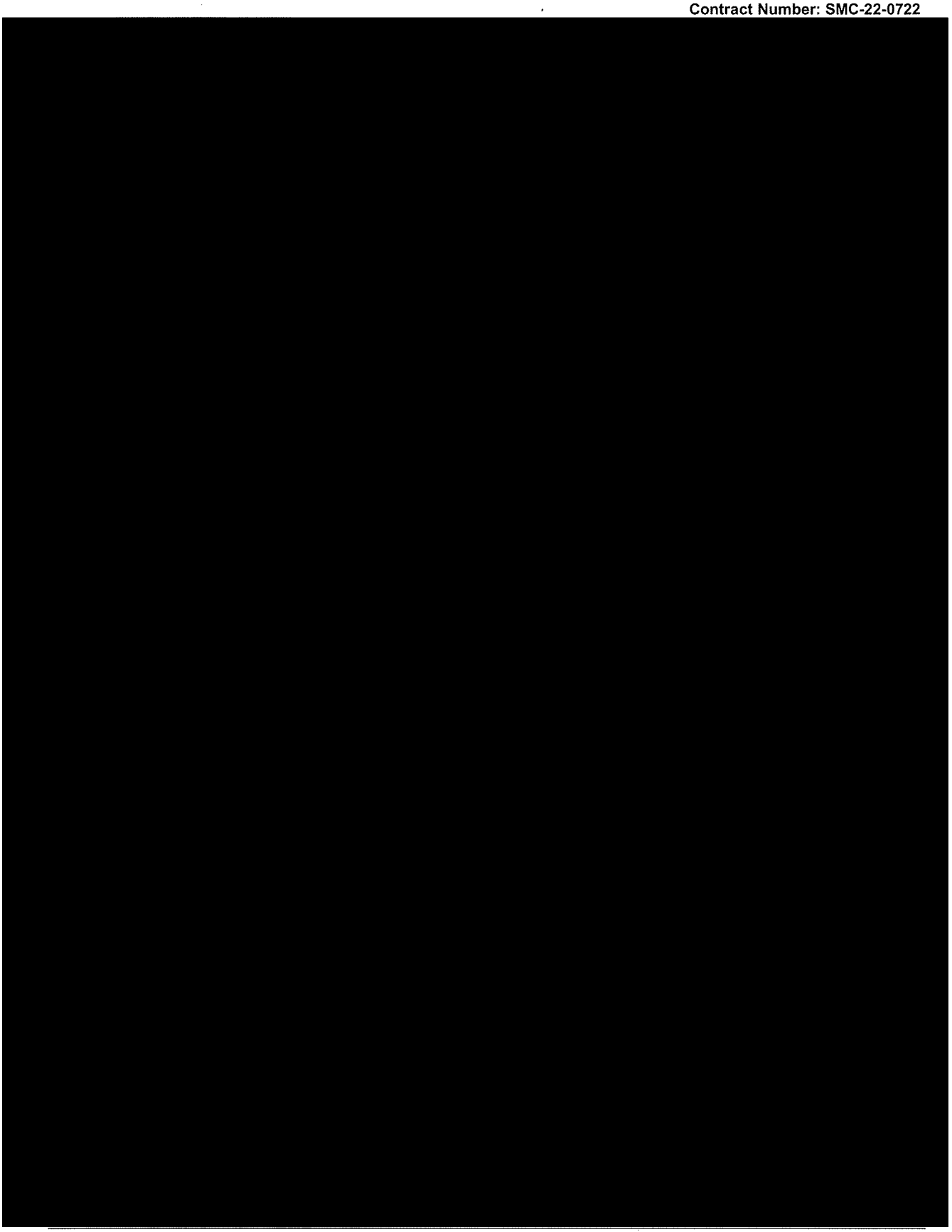


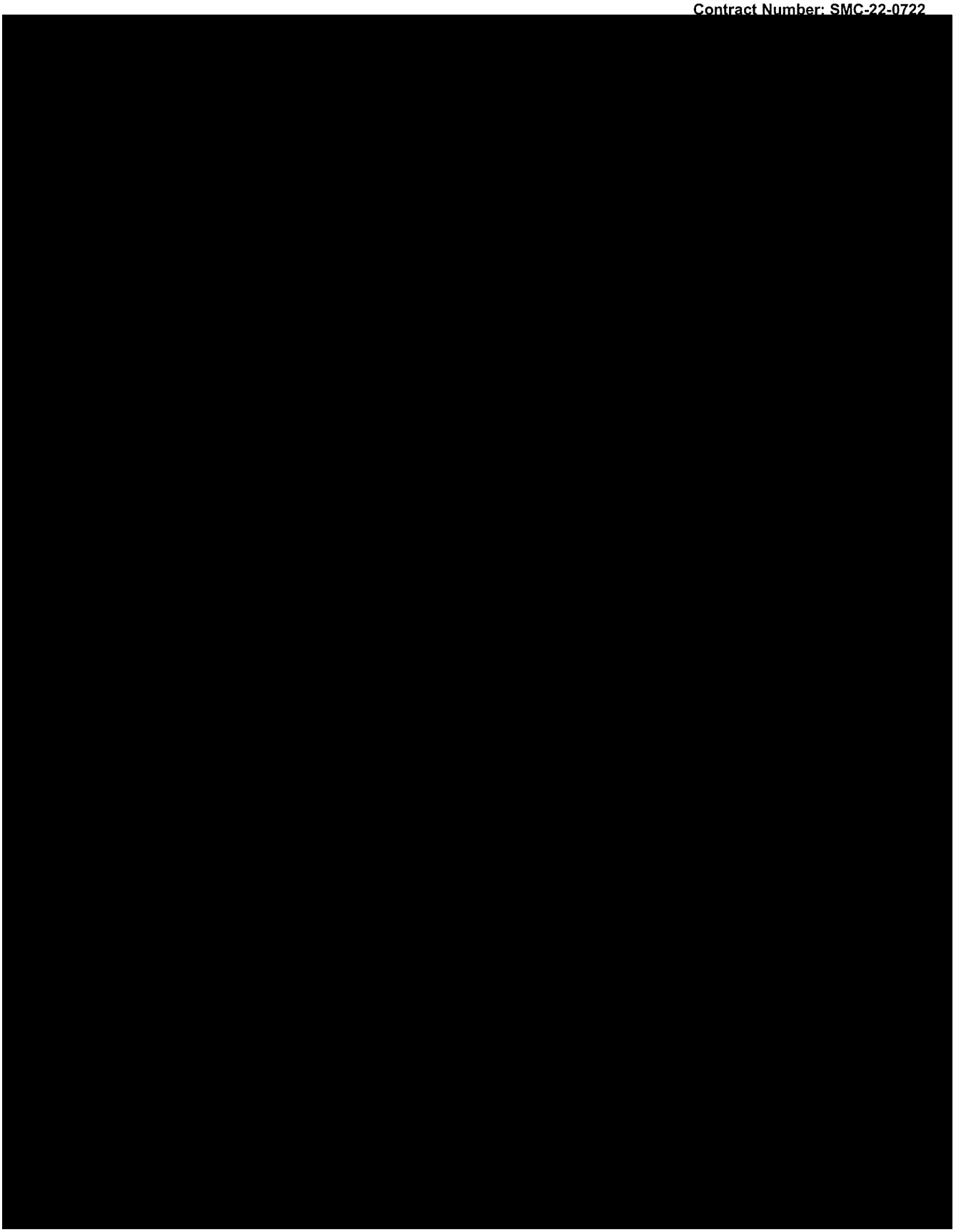


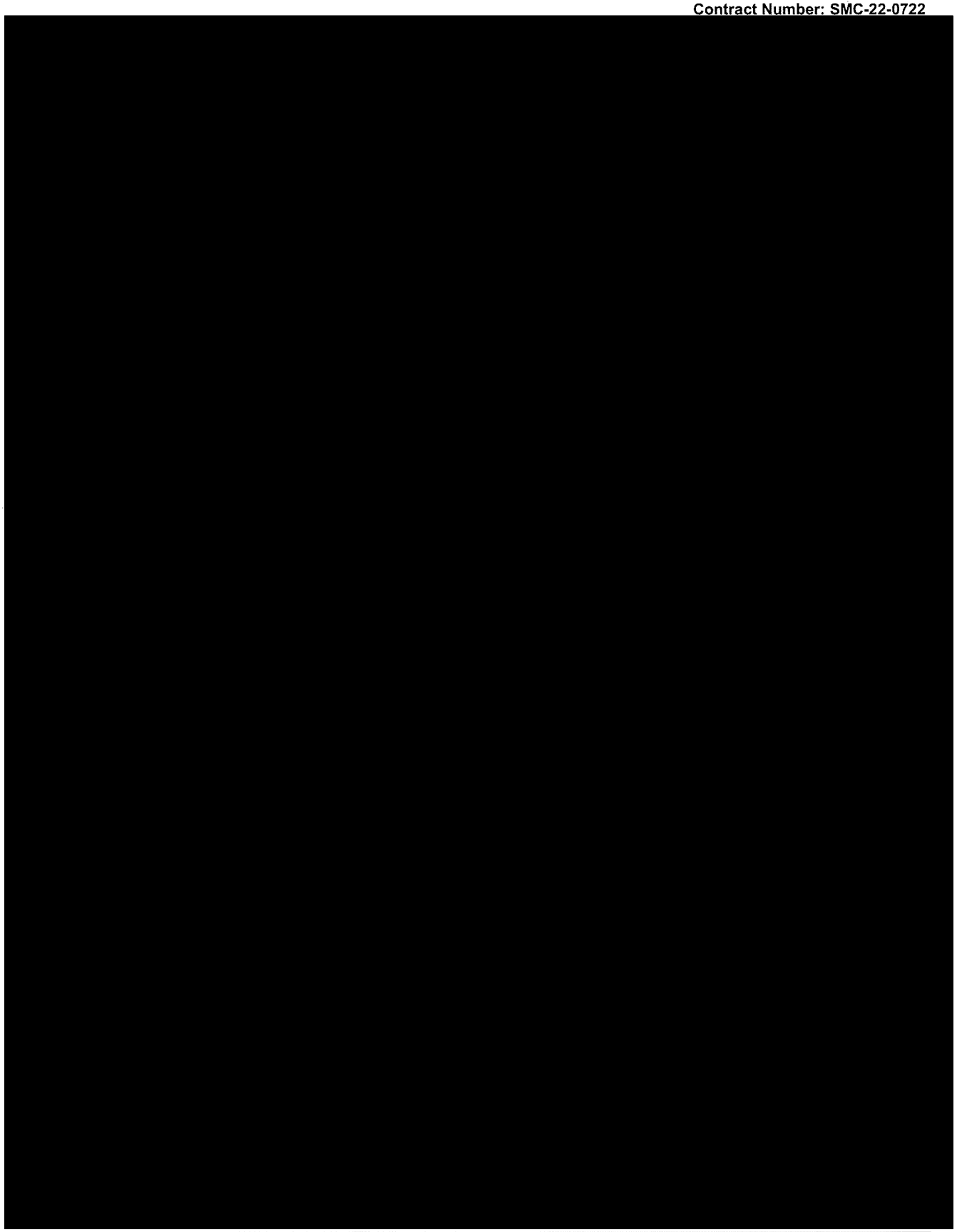


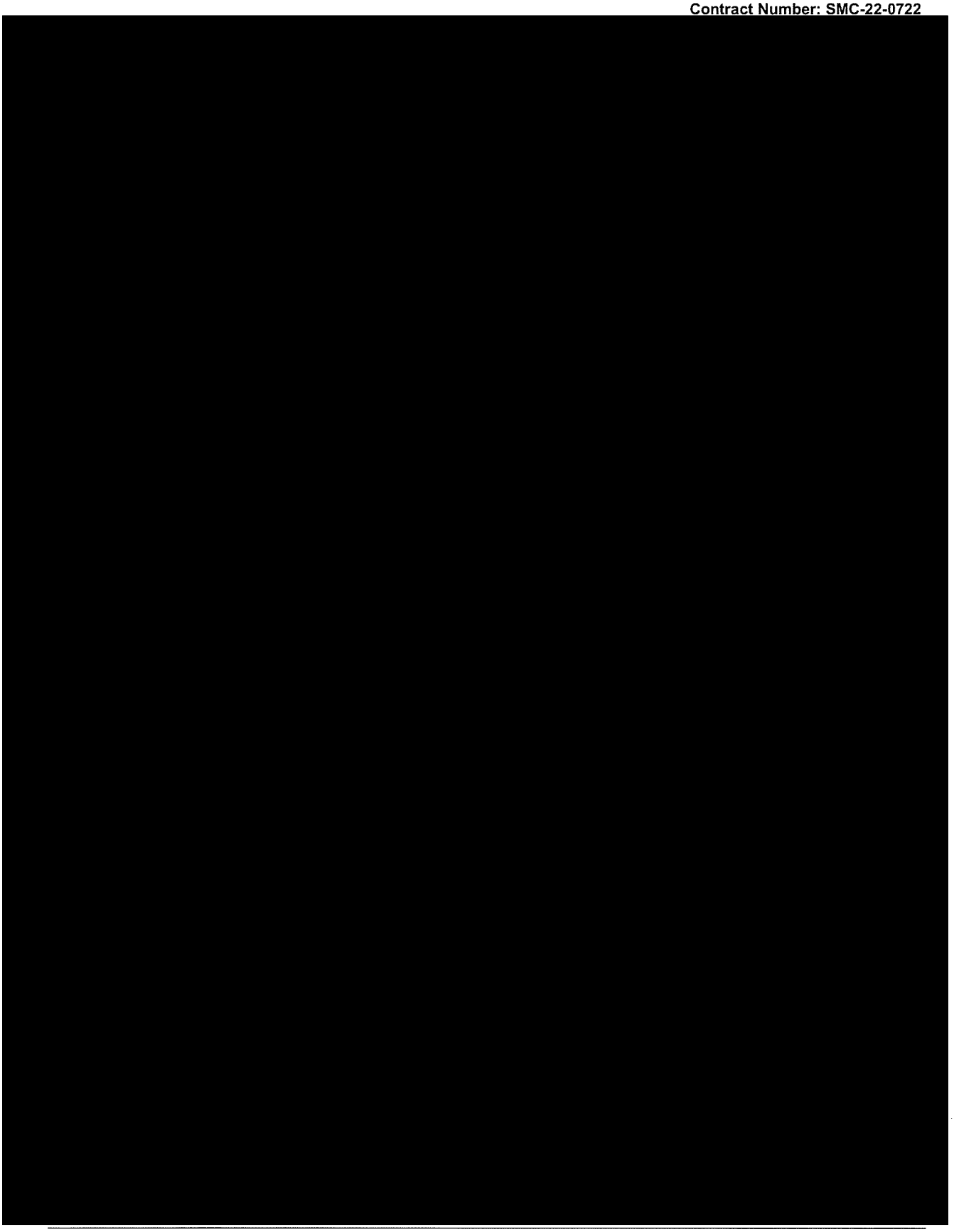


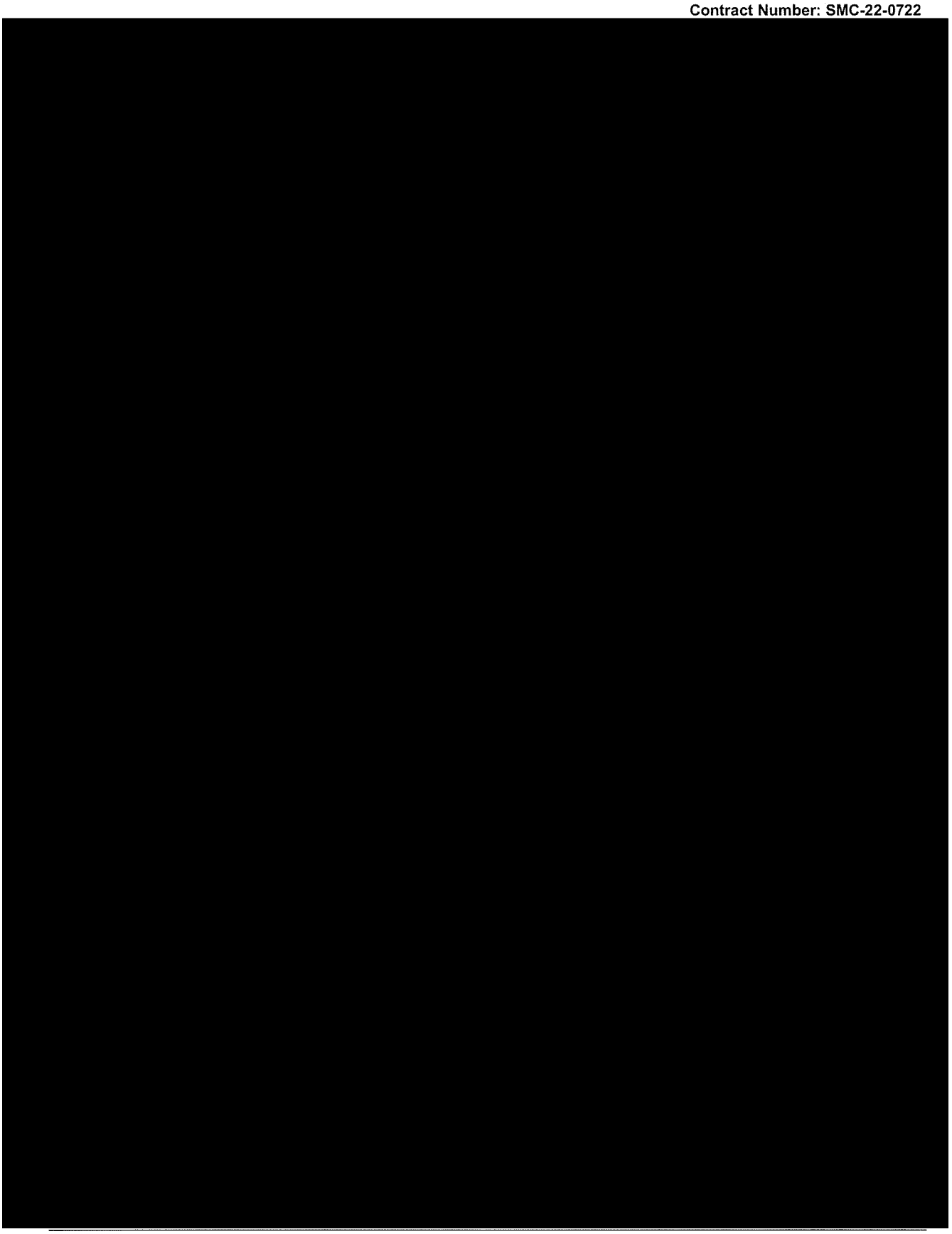


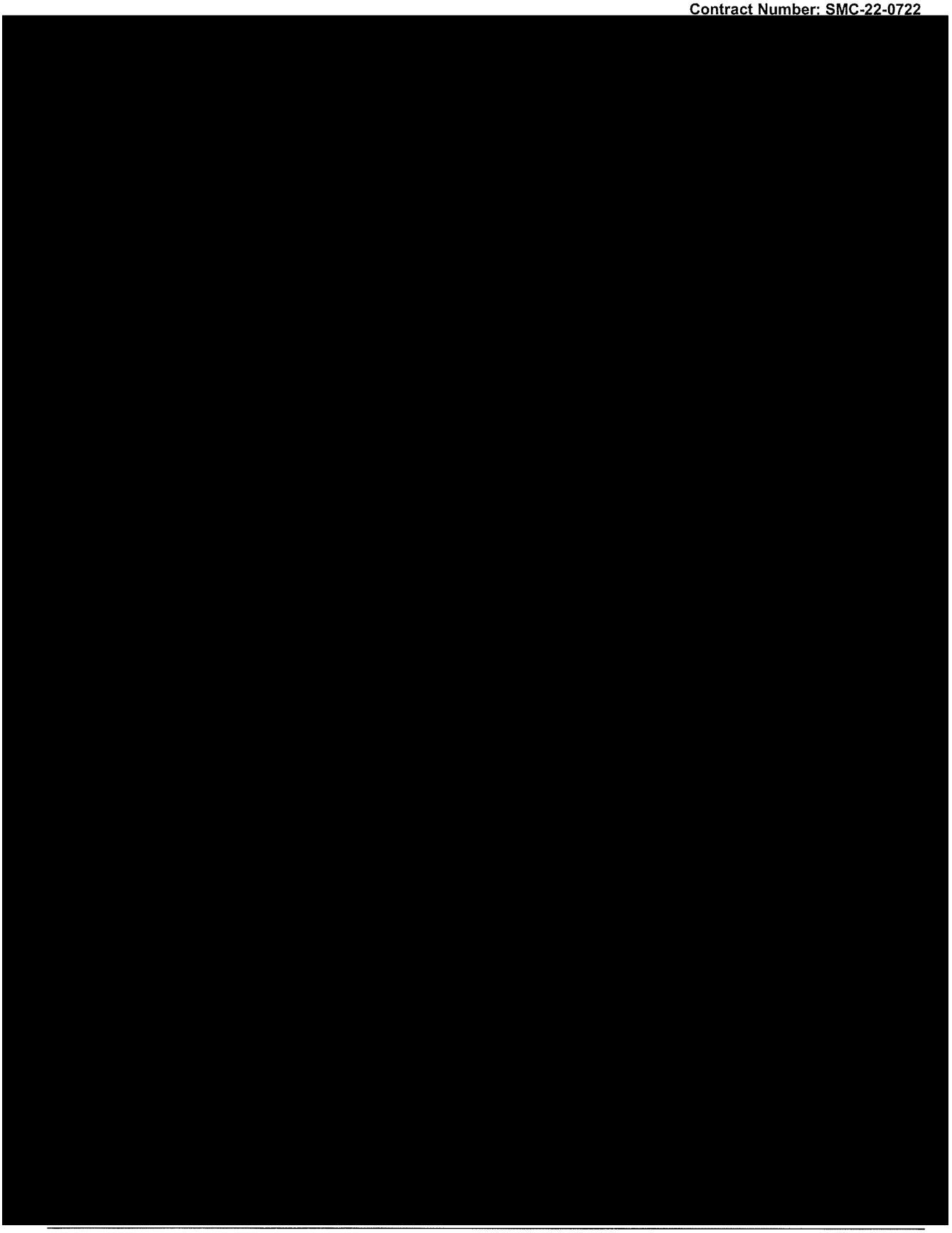


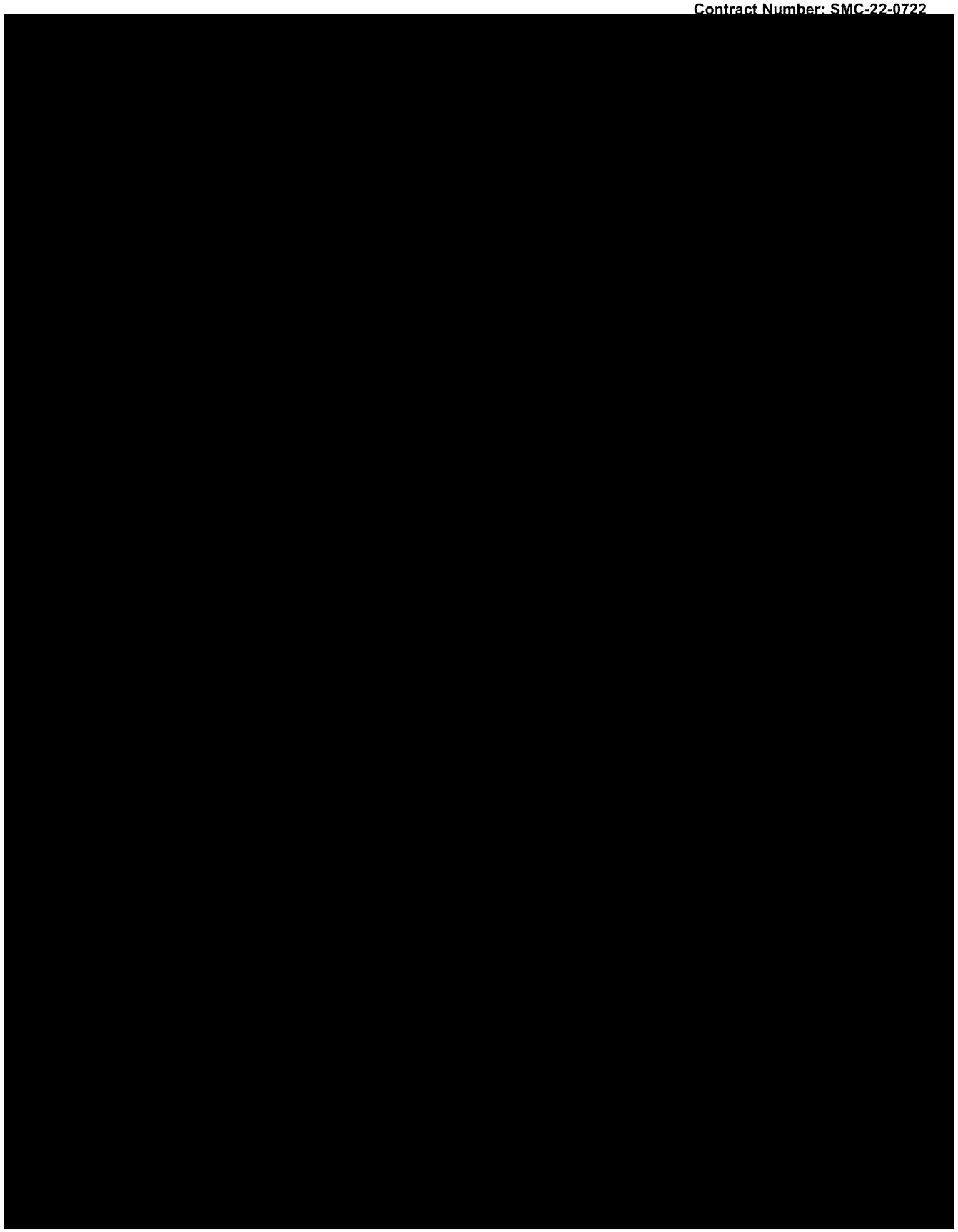


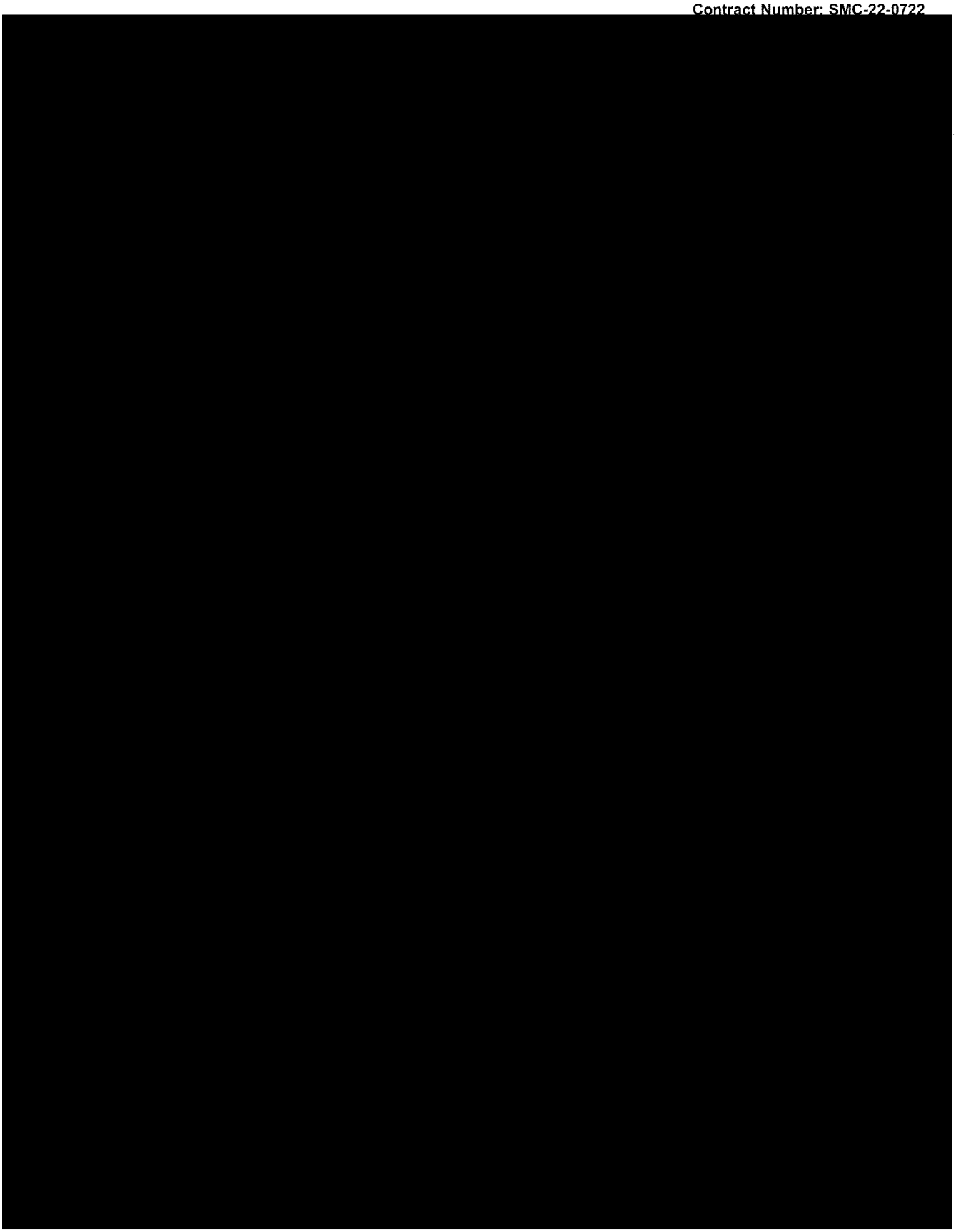












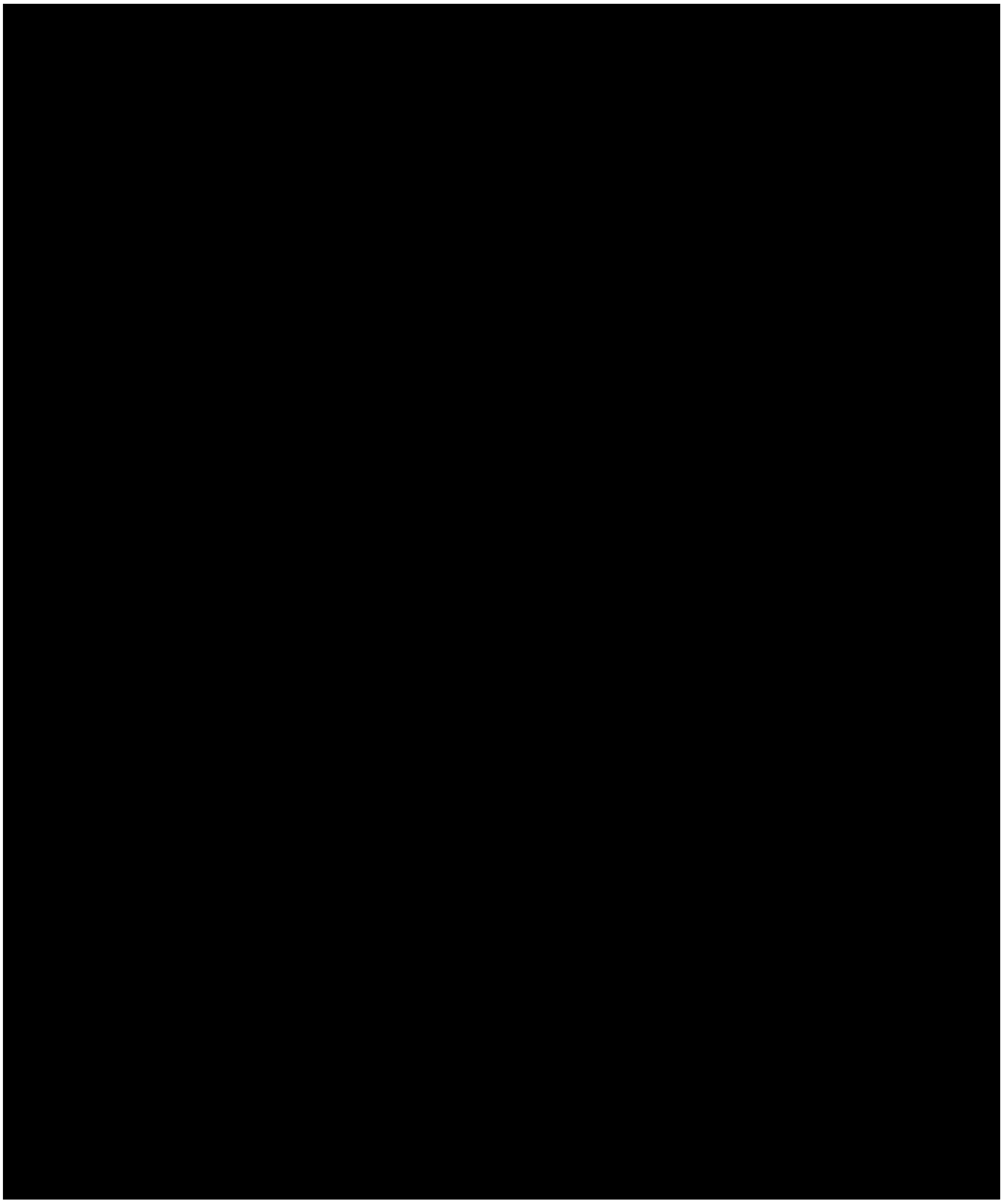
Schedule 33 - Not used

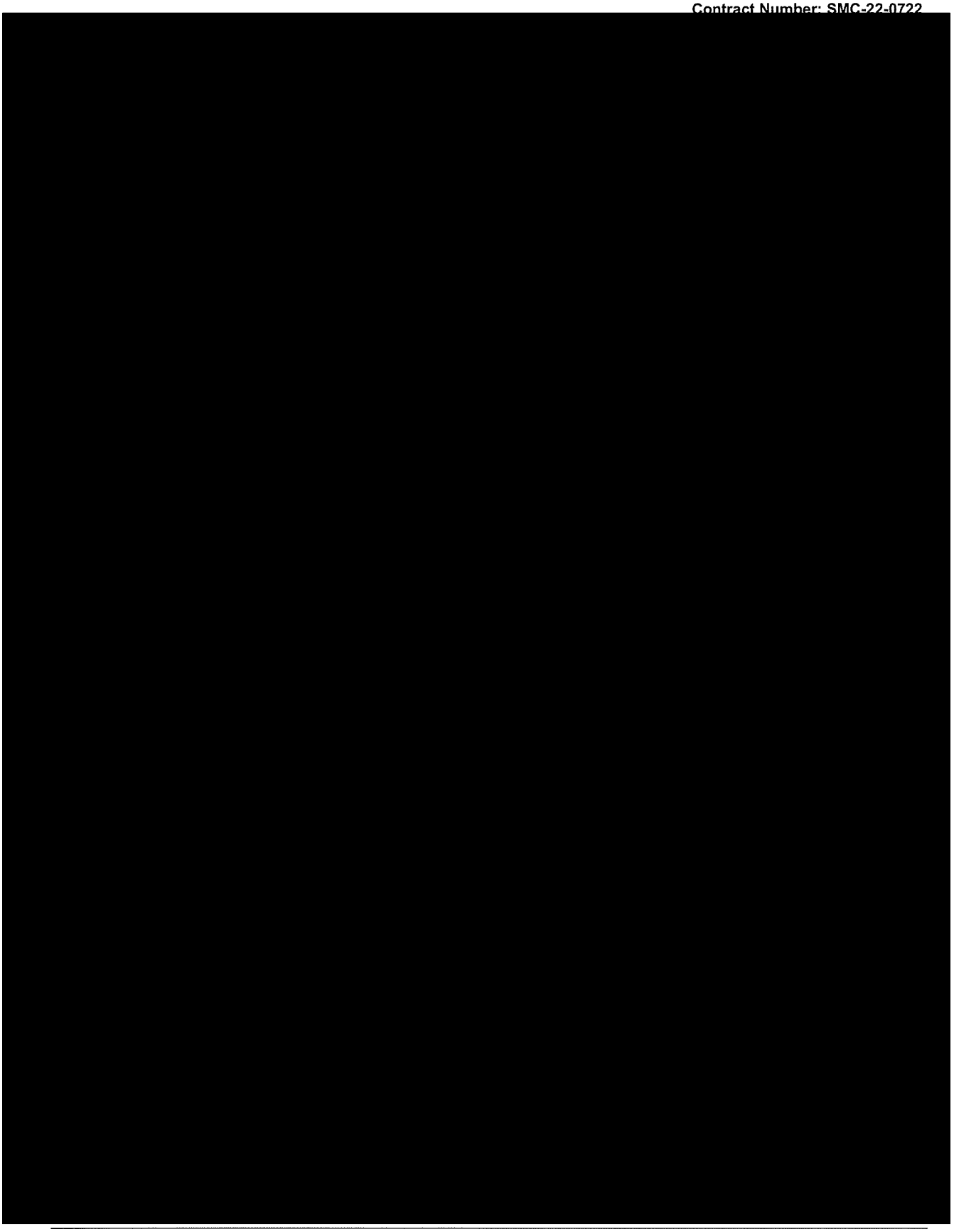
Schedule 34 - Not used

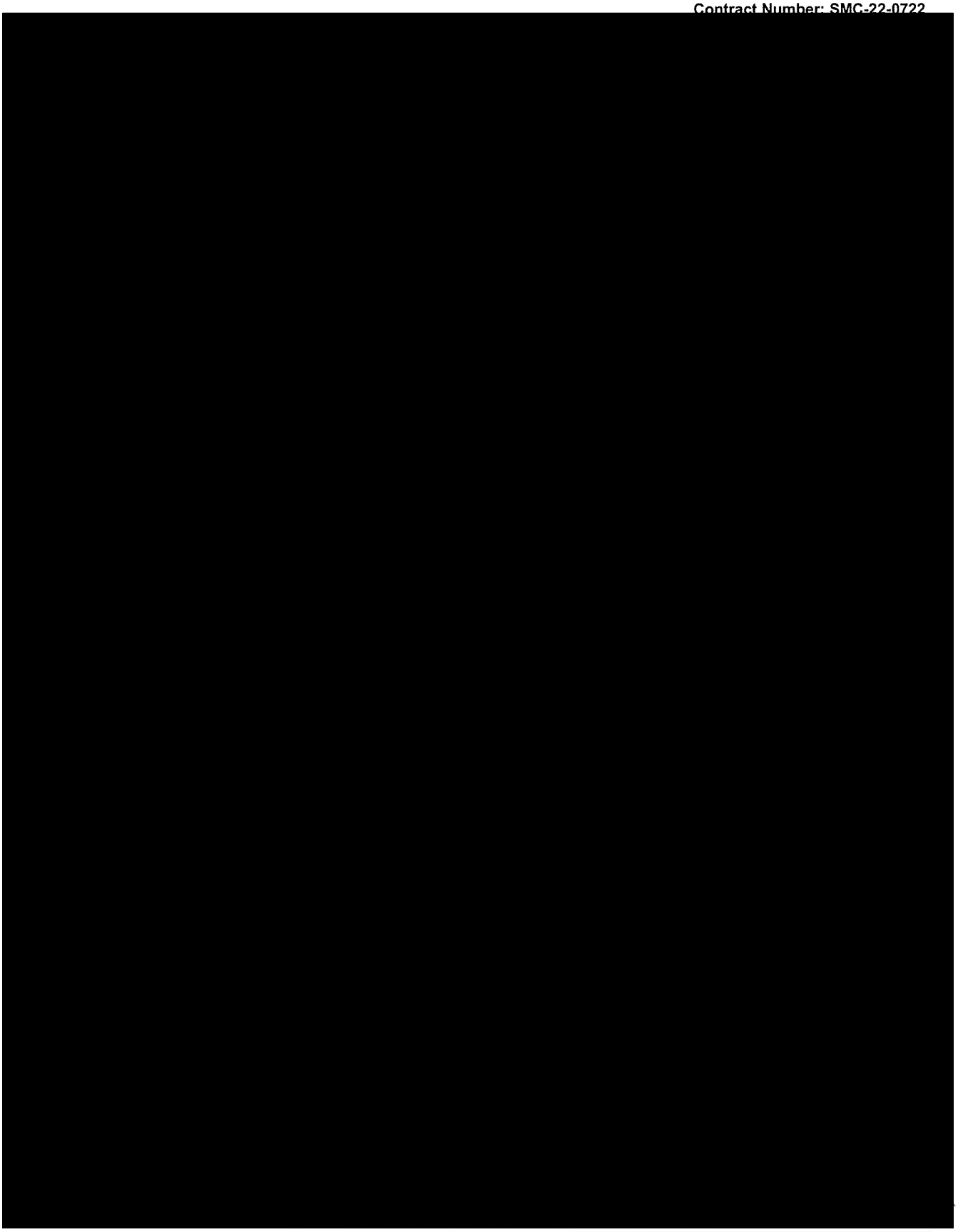
Schedule 35 Key Plant and Equipment

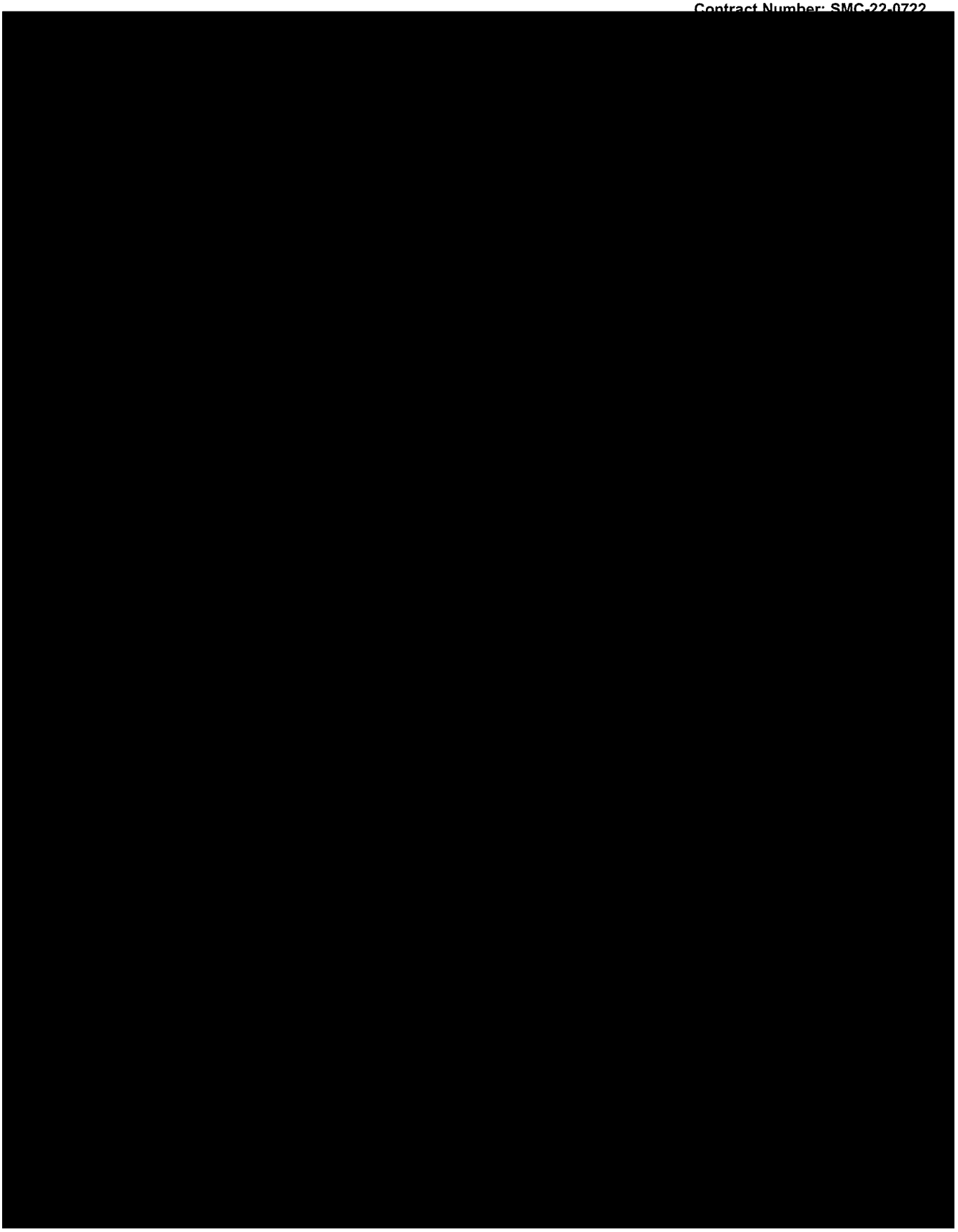
(Clause 1.1)

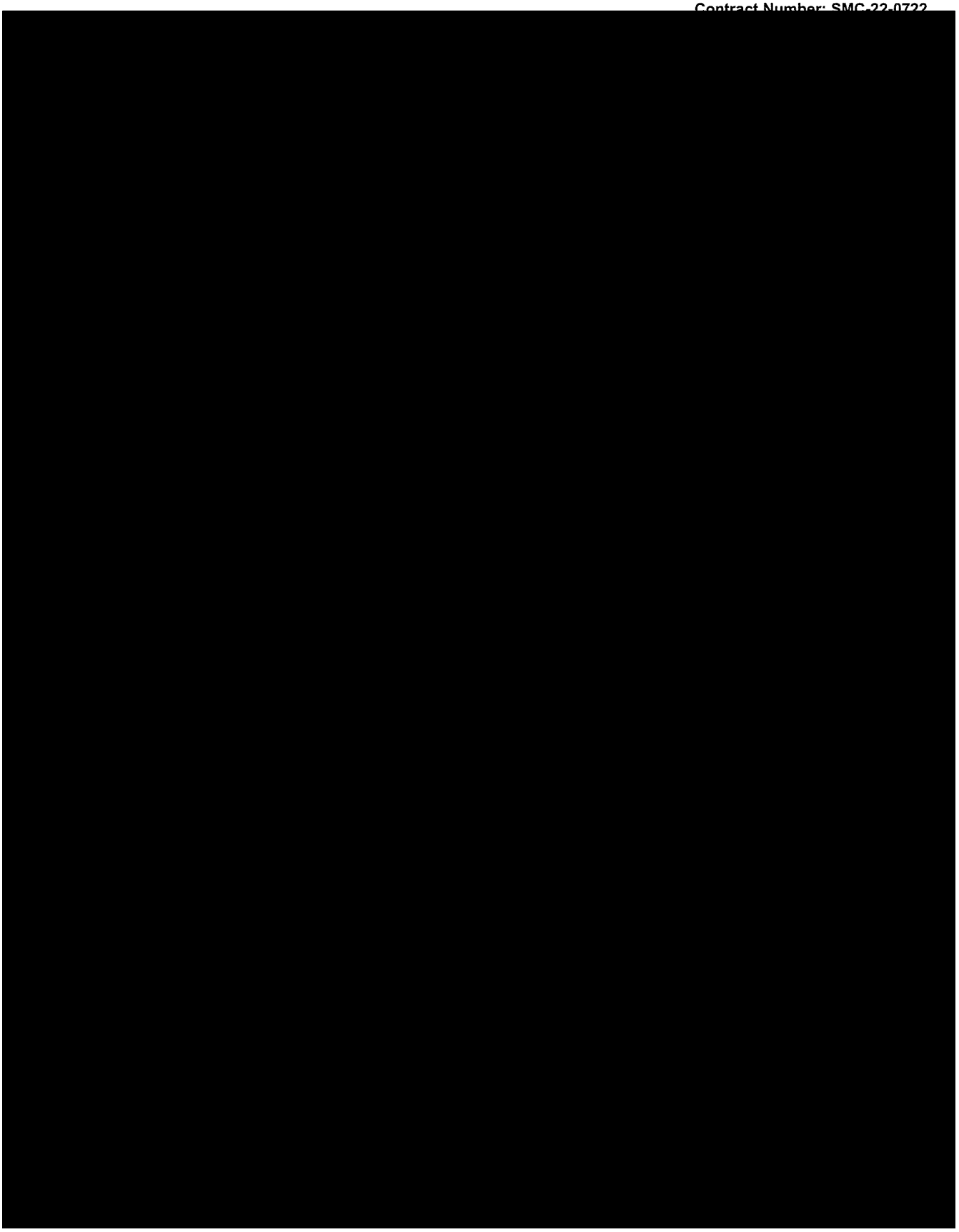
Schedule 36 Site Access Schedule

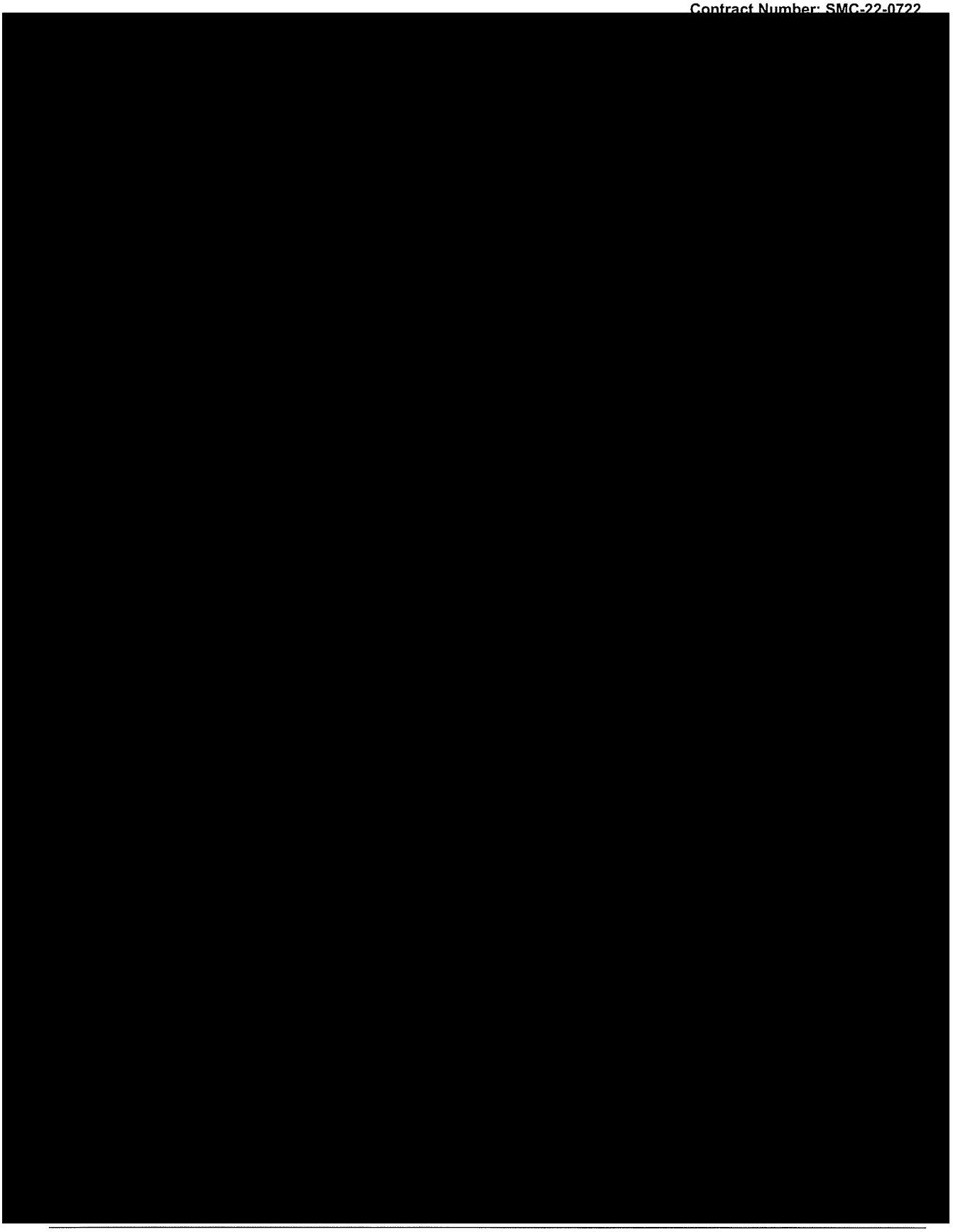


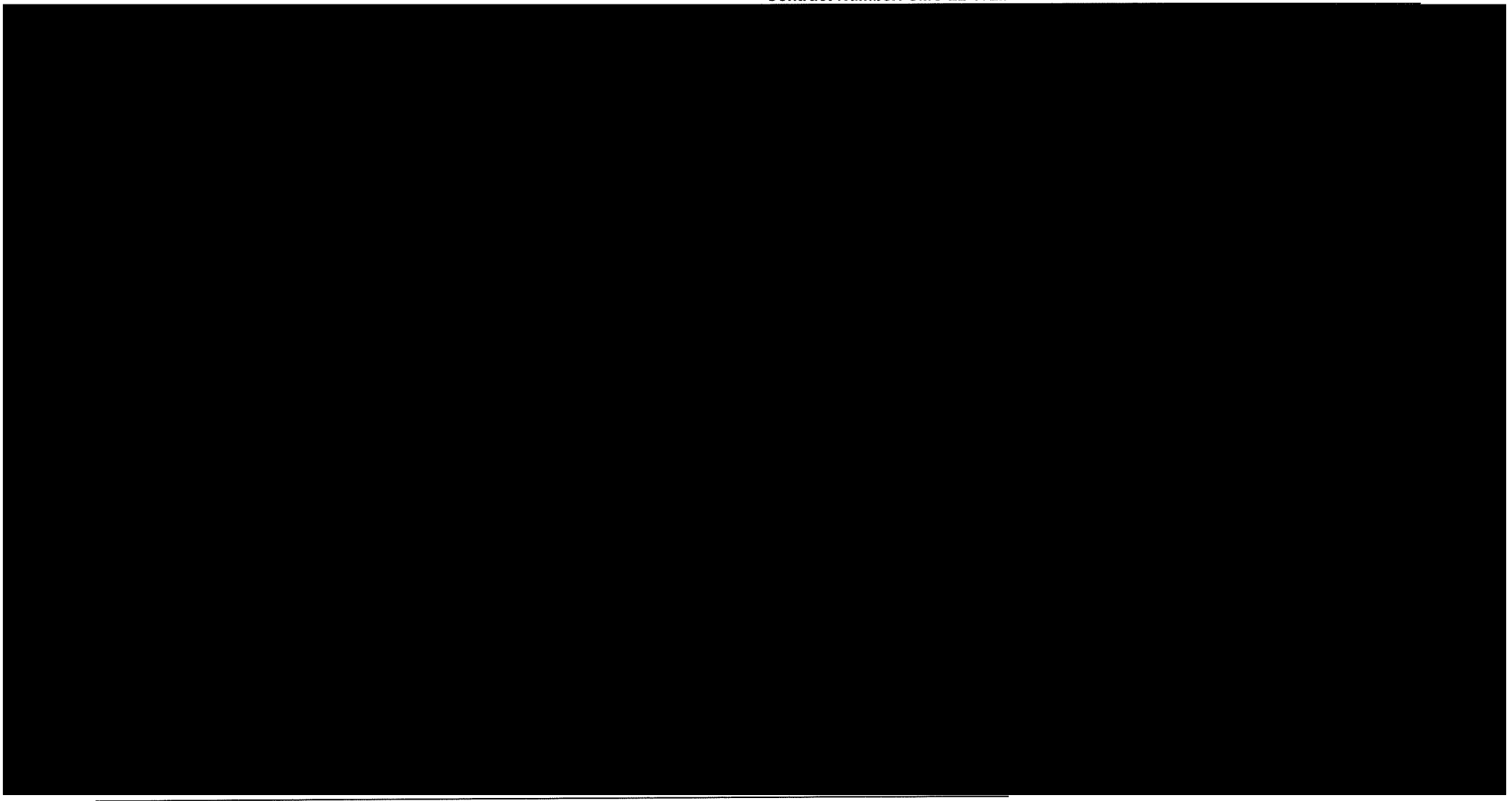


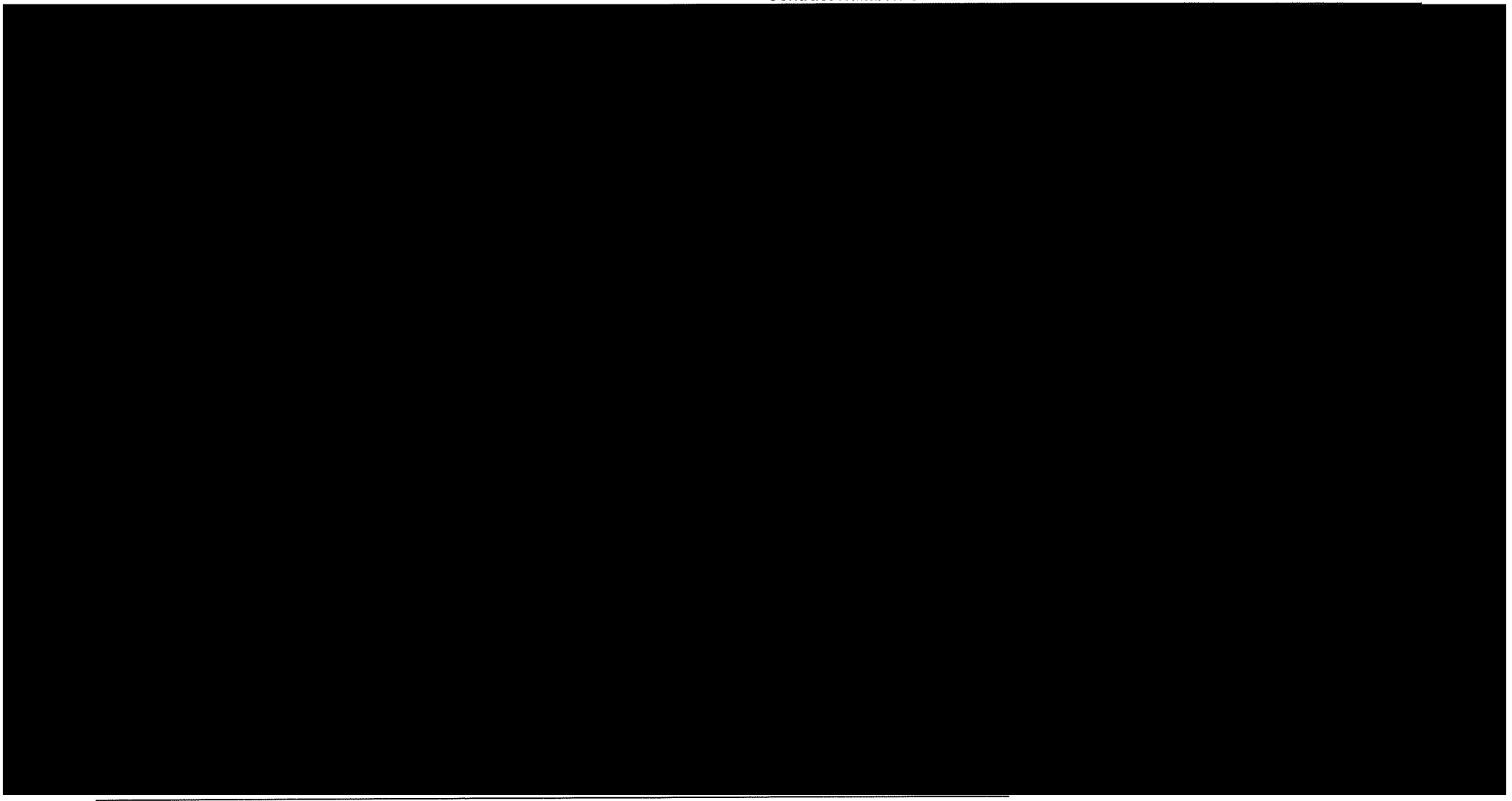


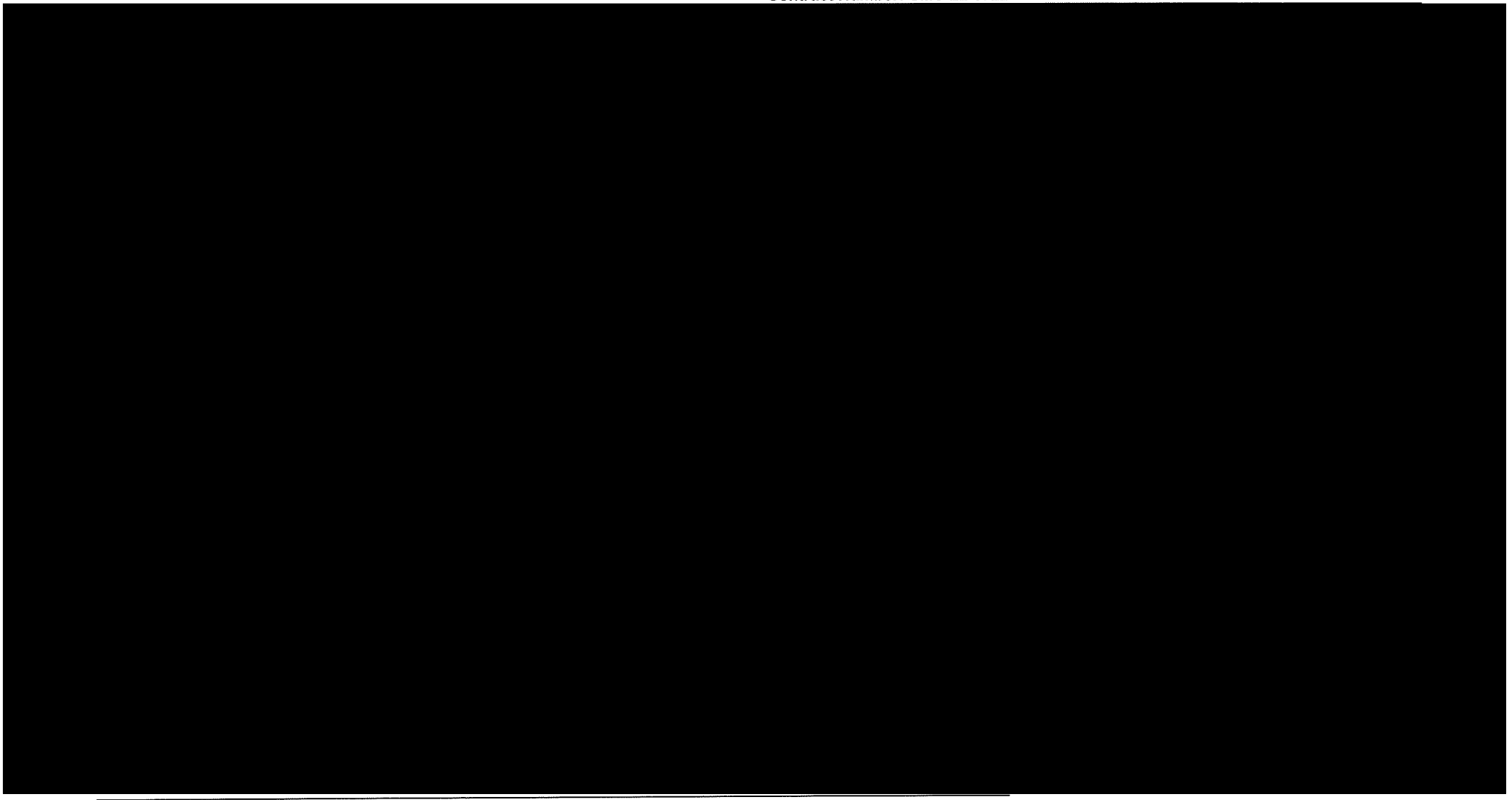


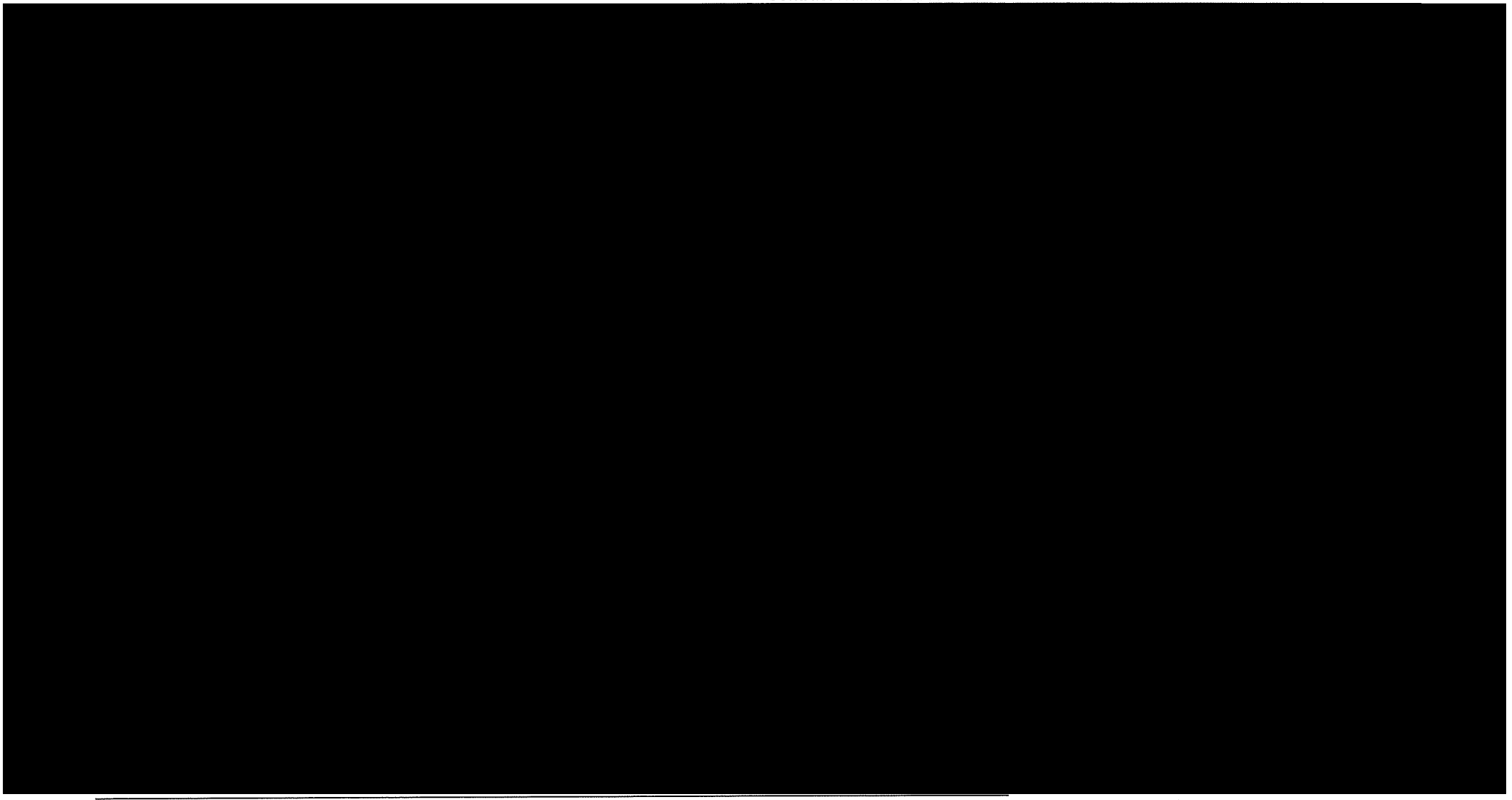


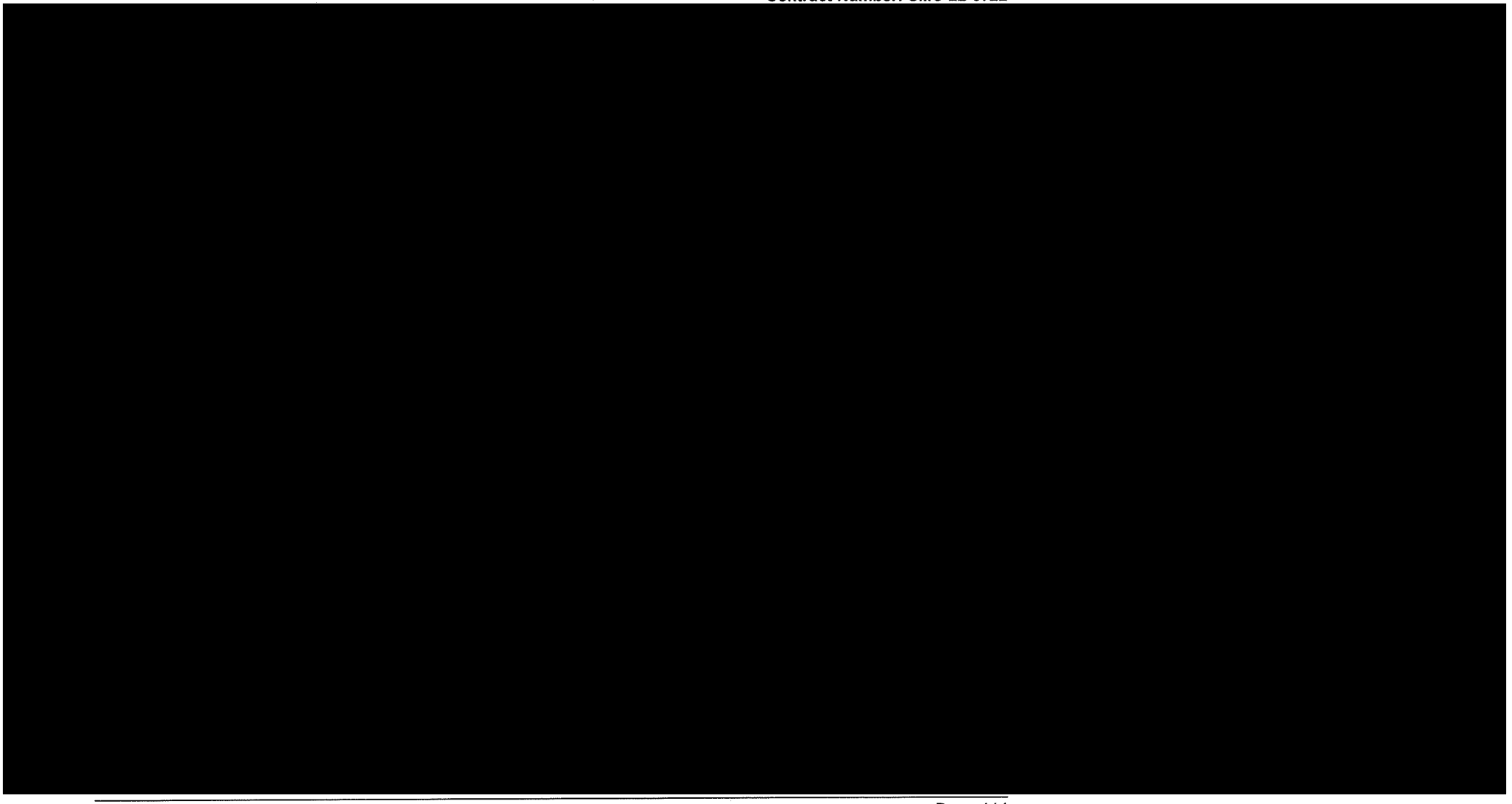


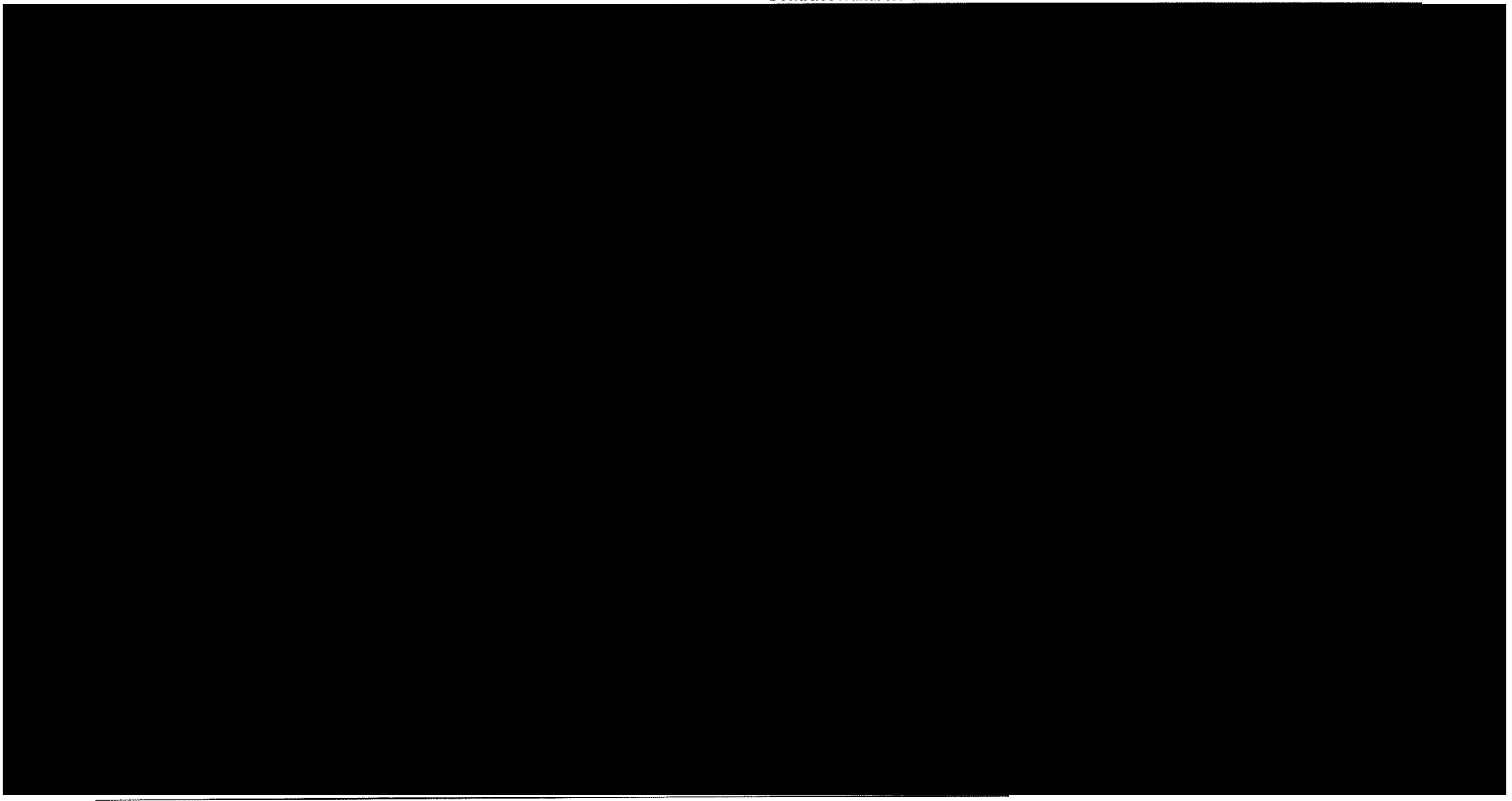


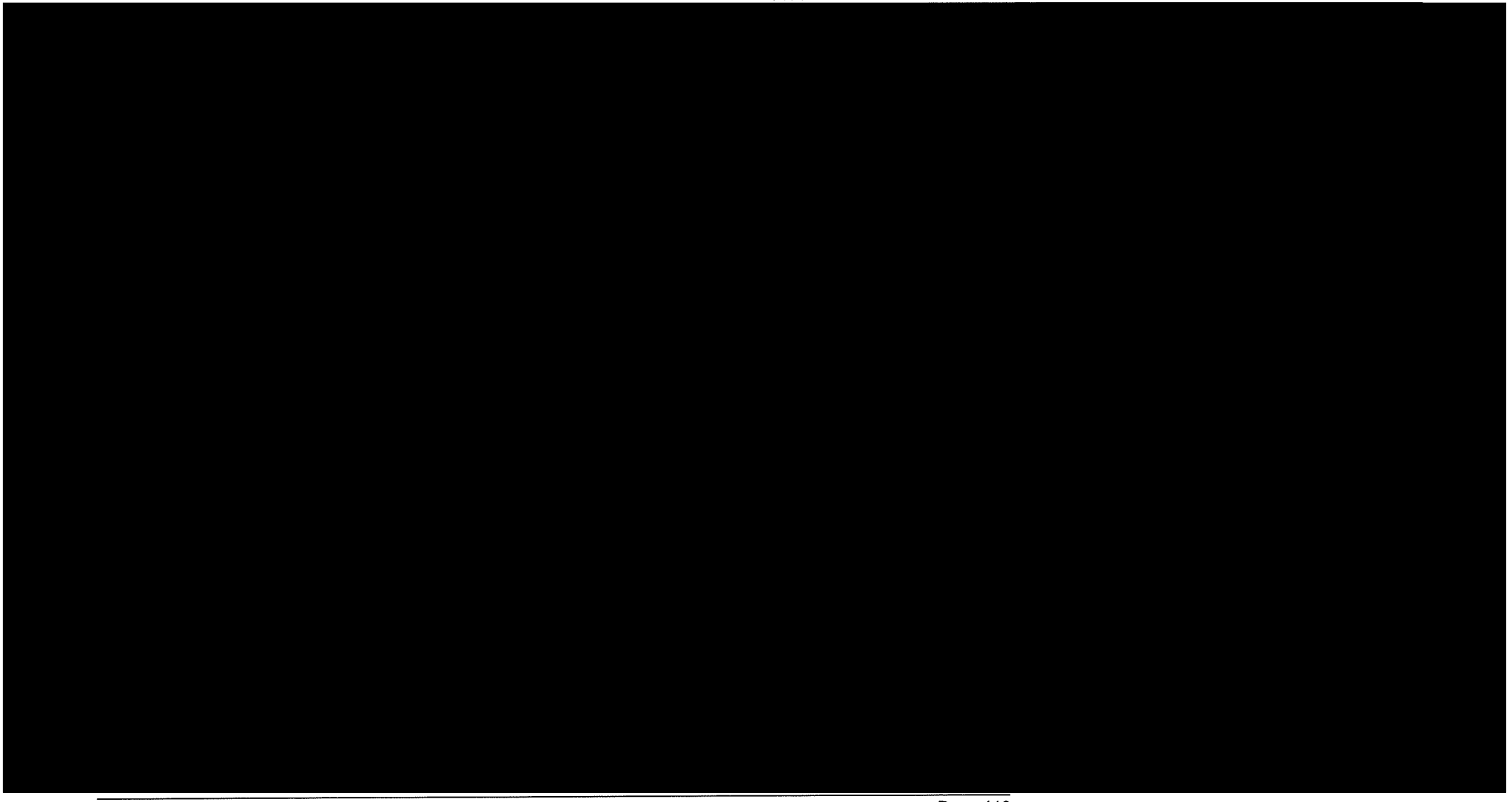


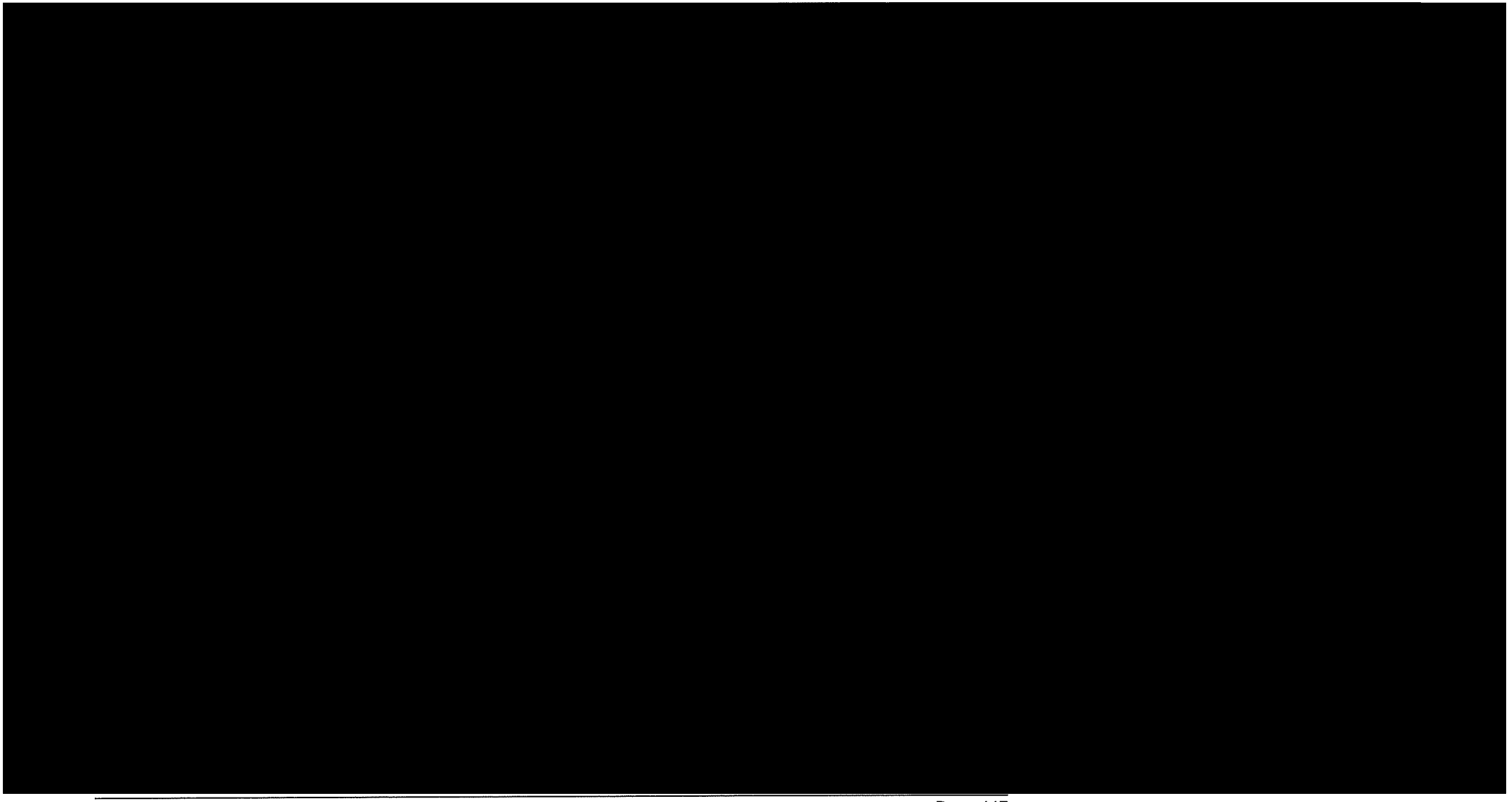


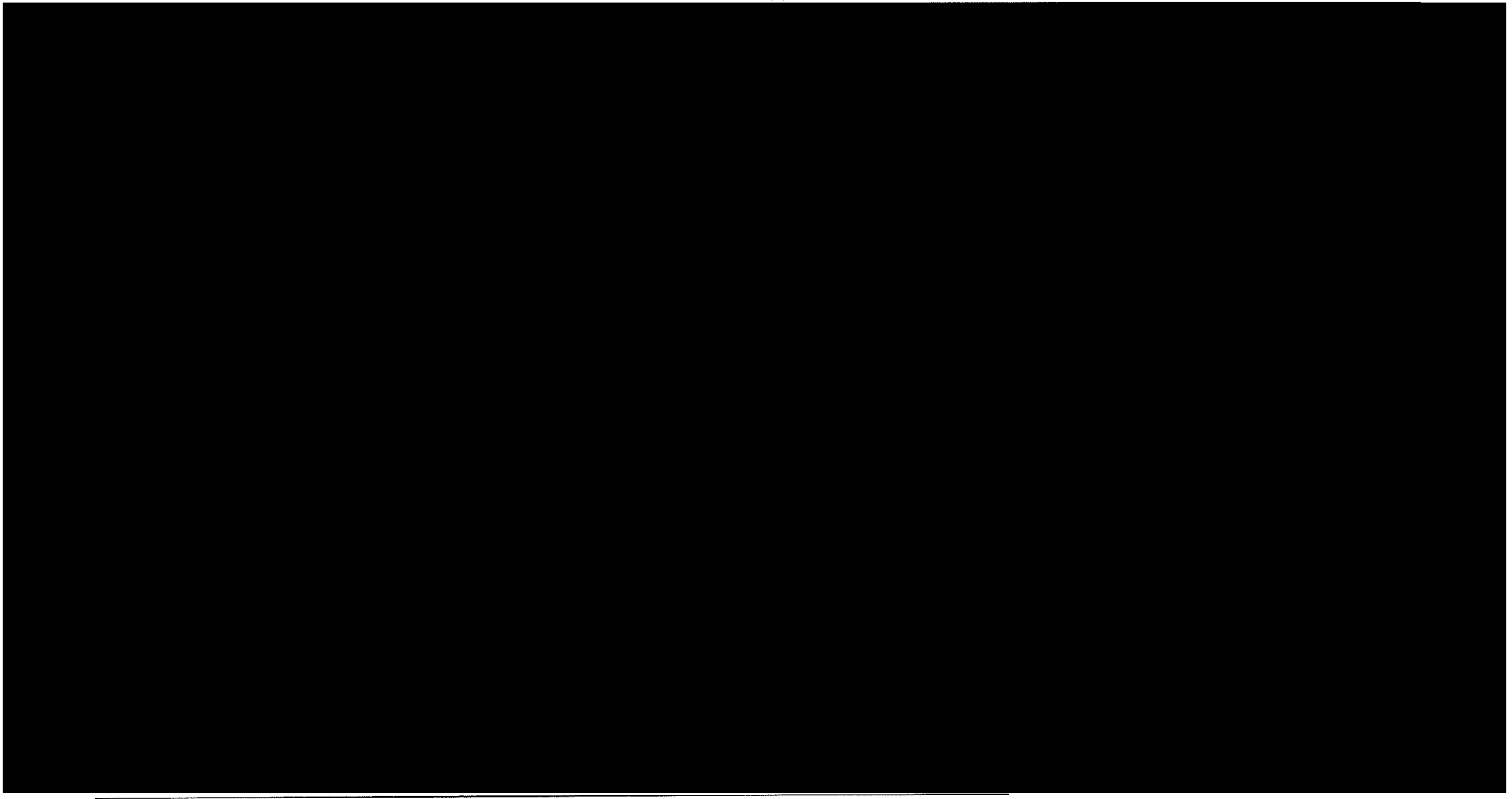


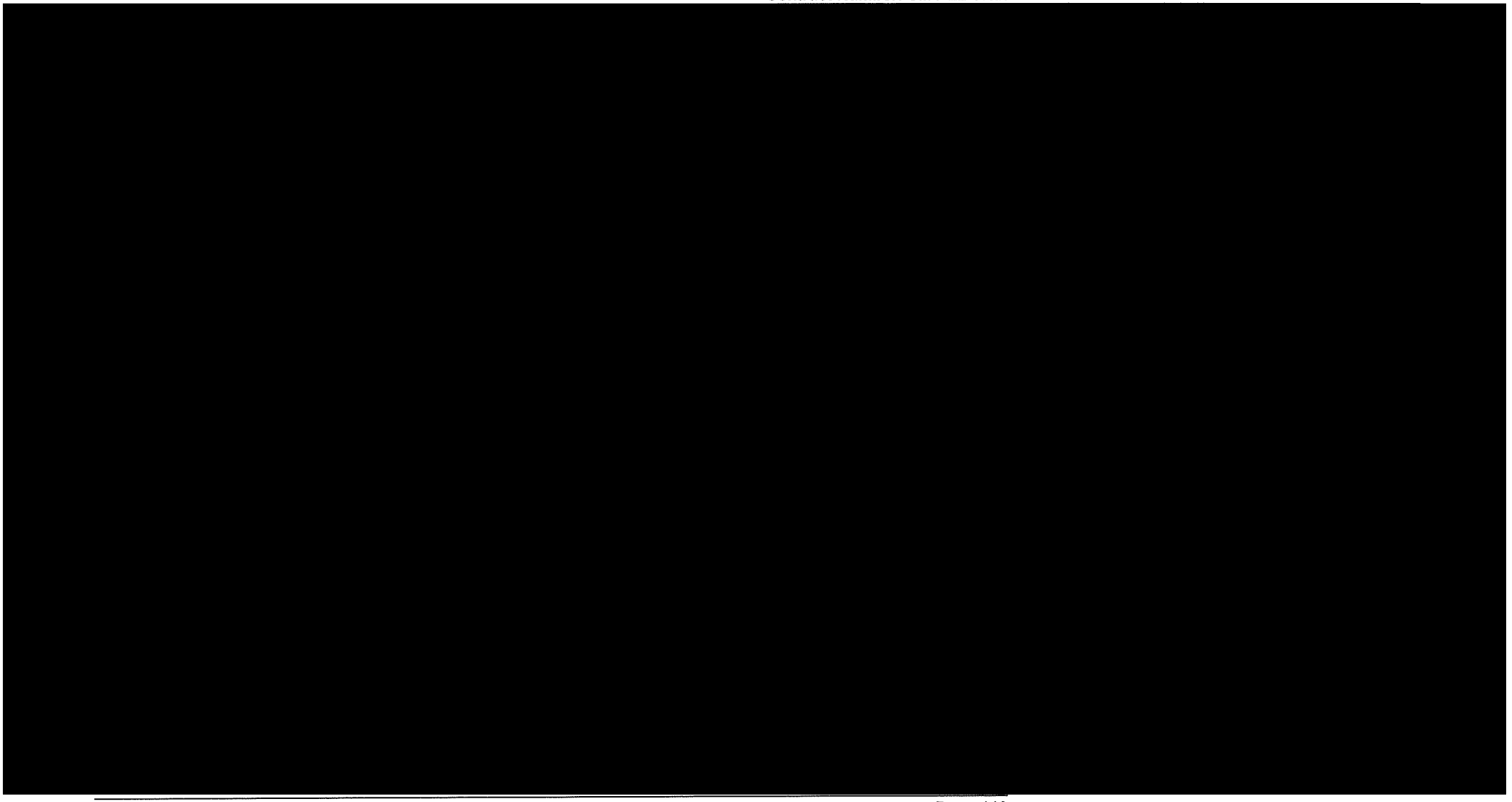


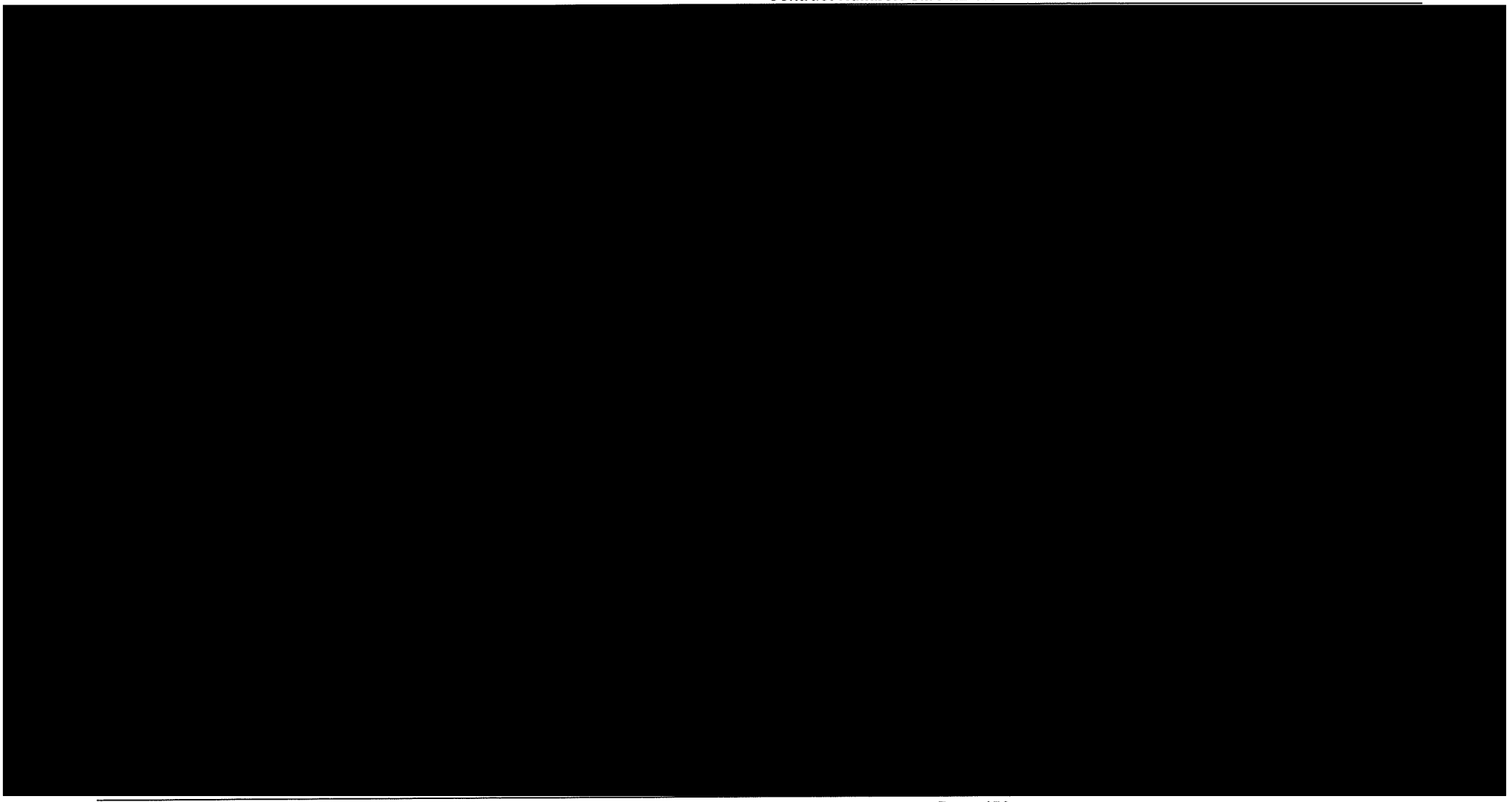


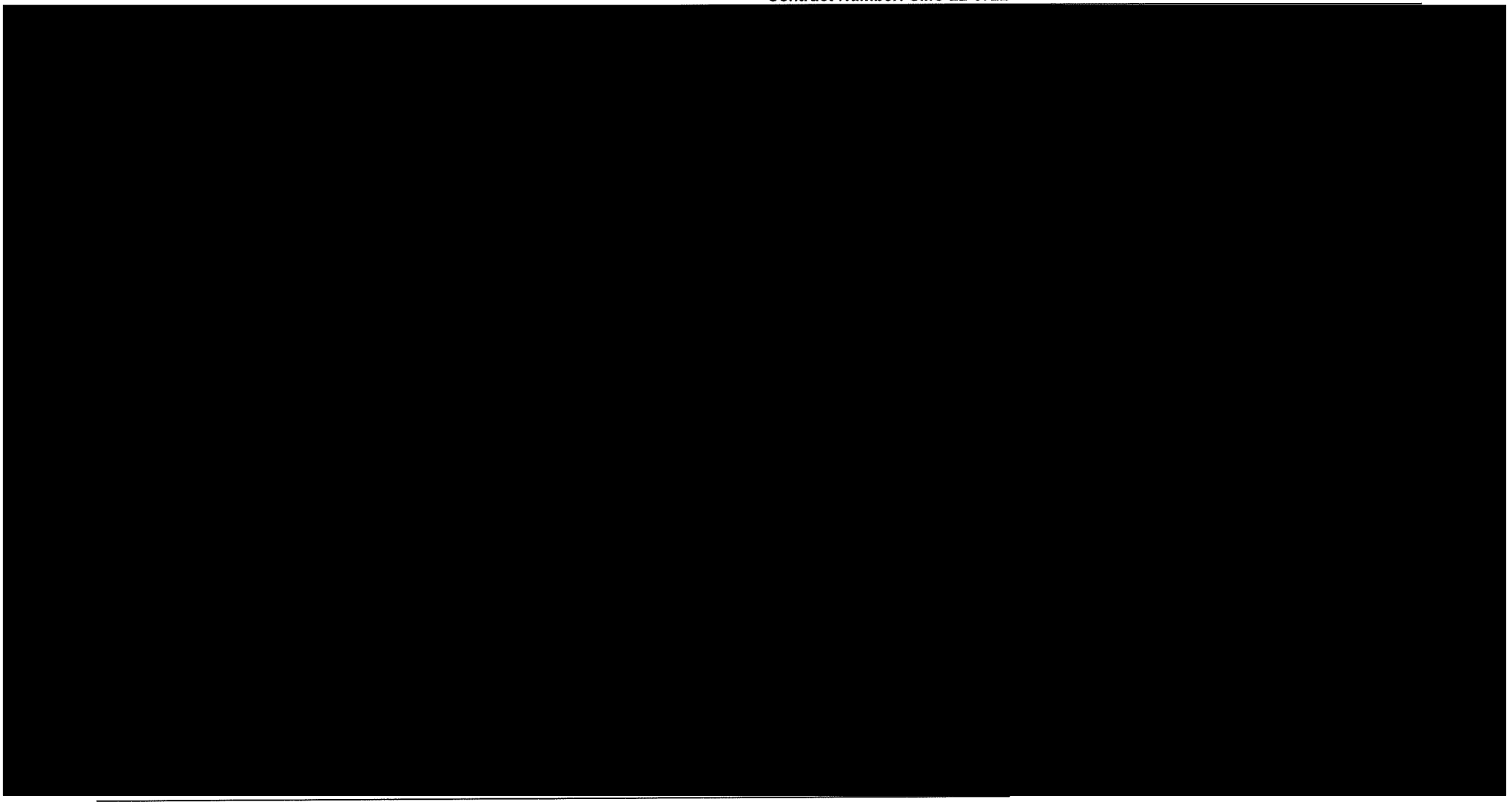


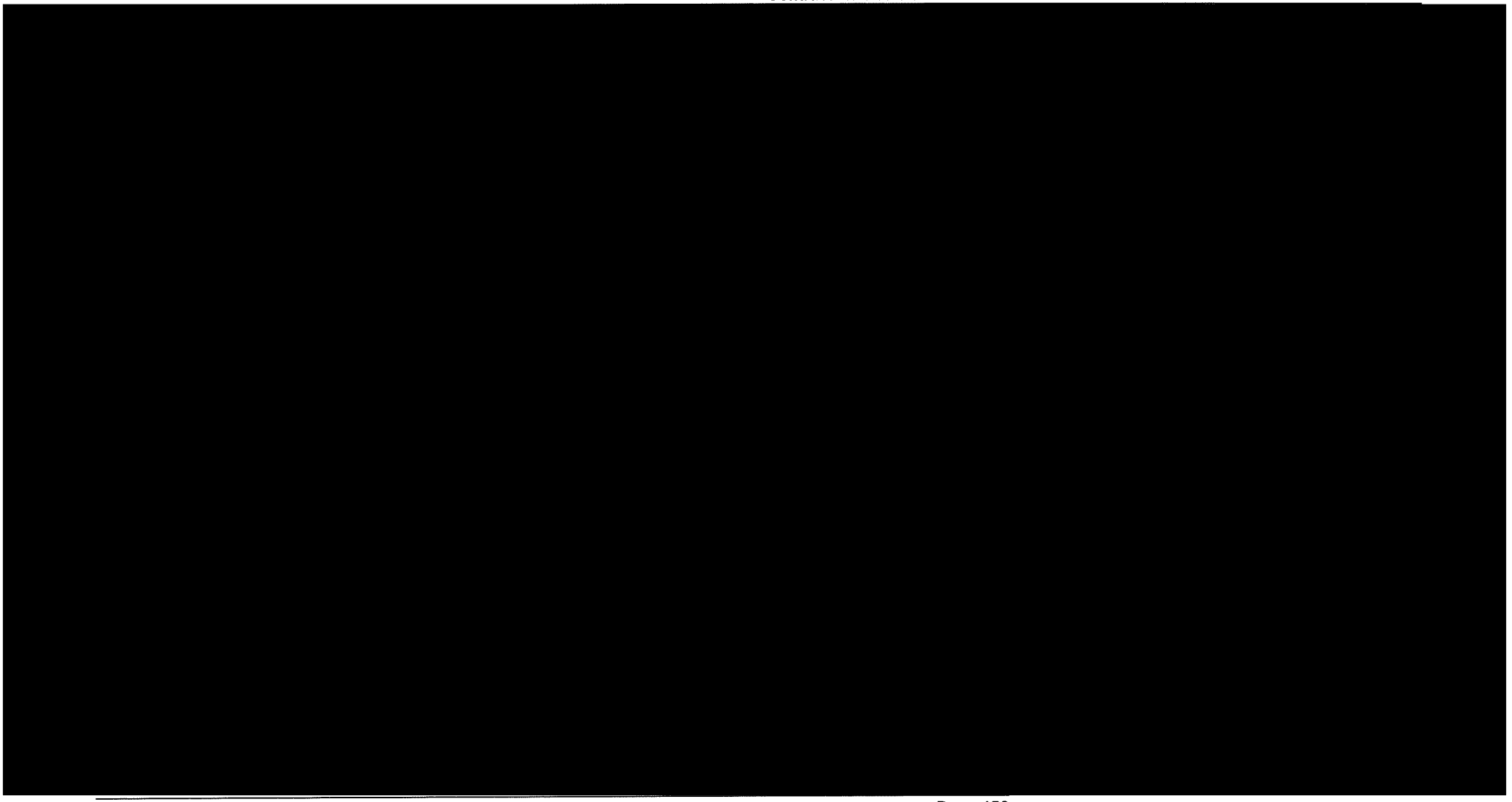


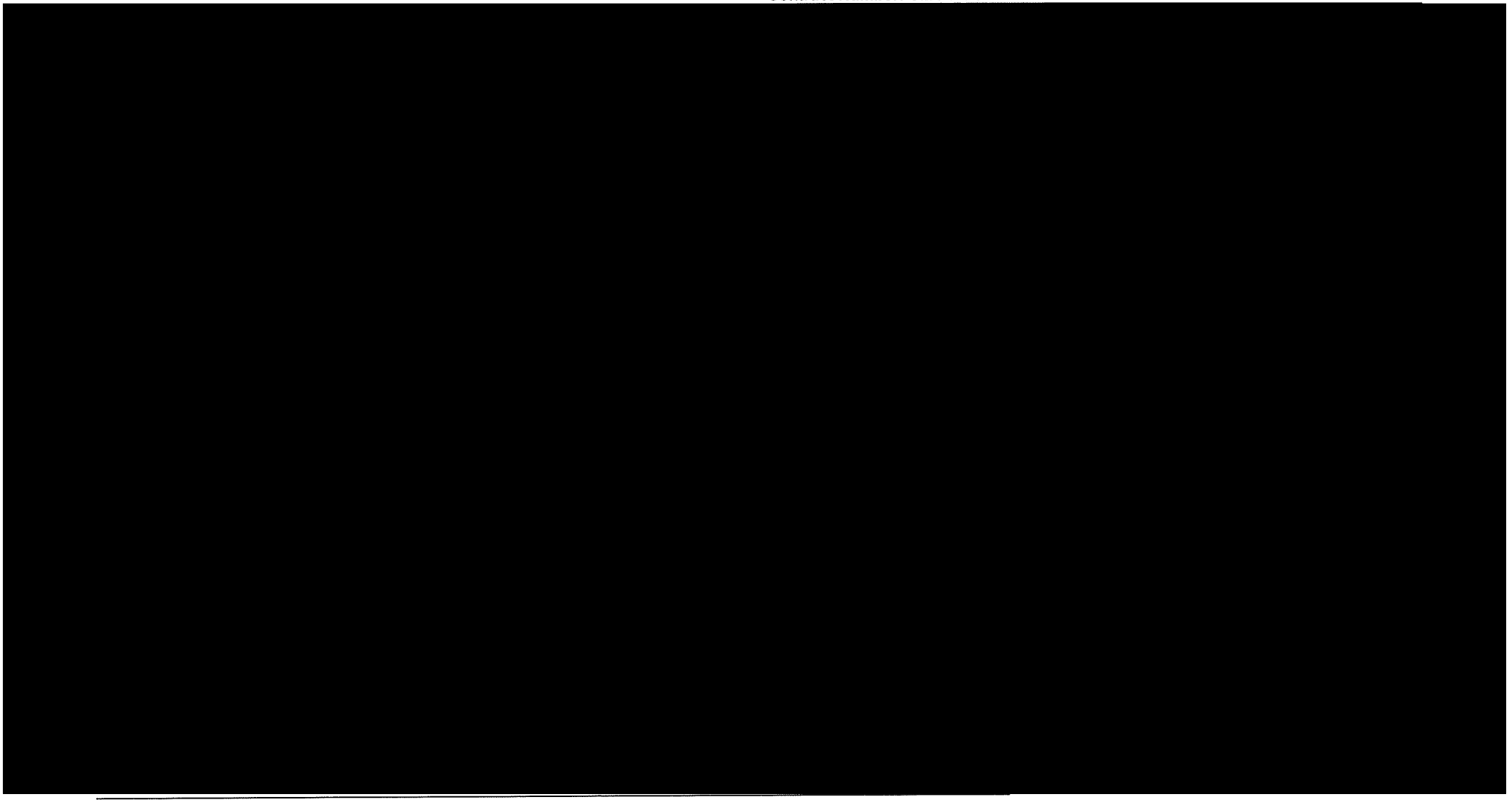


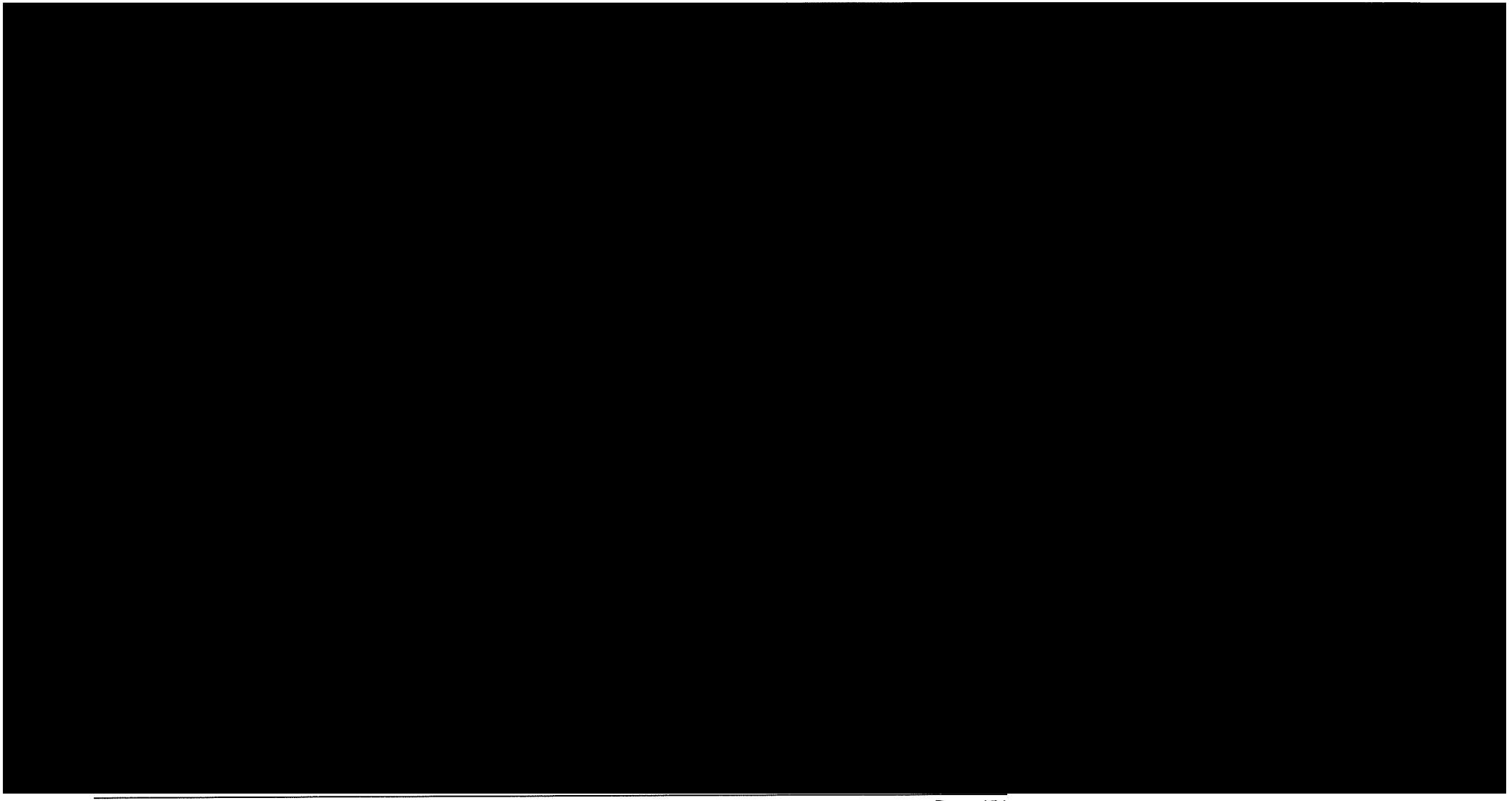


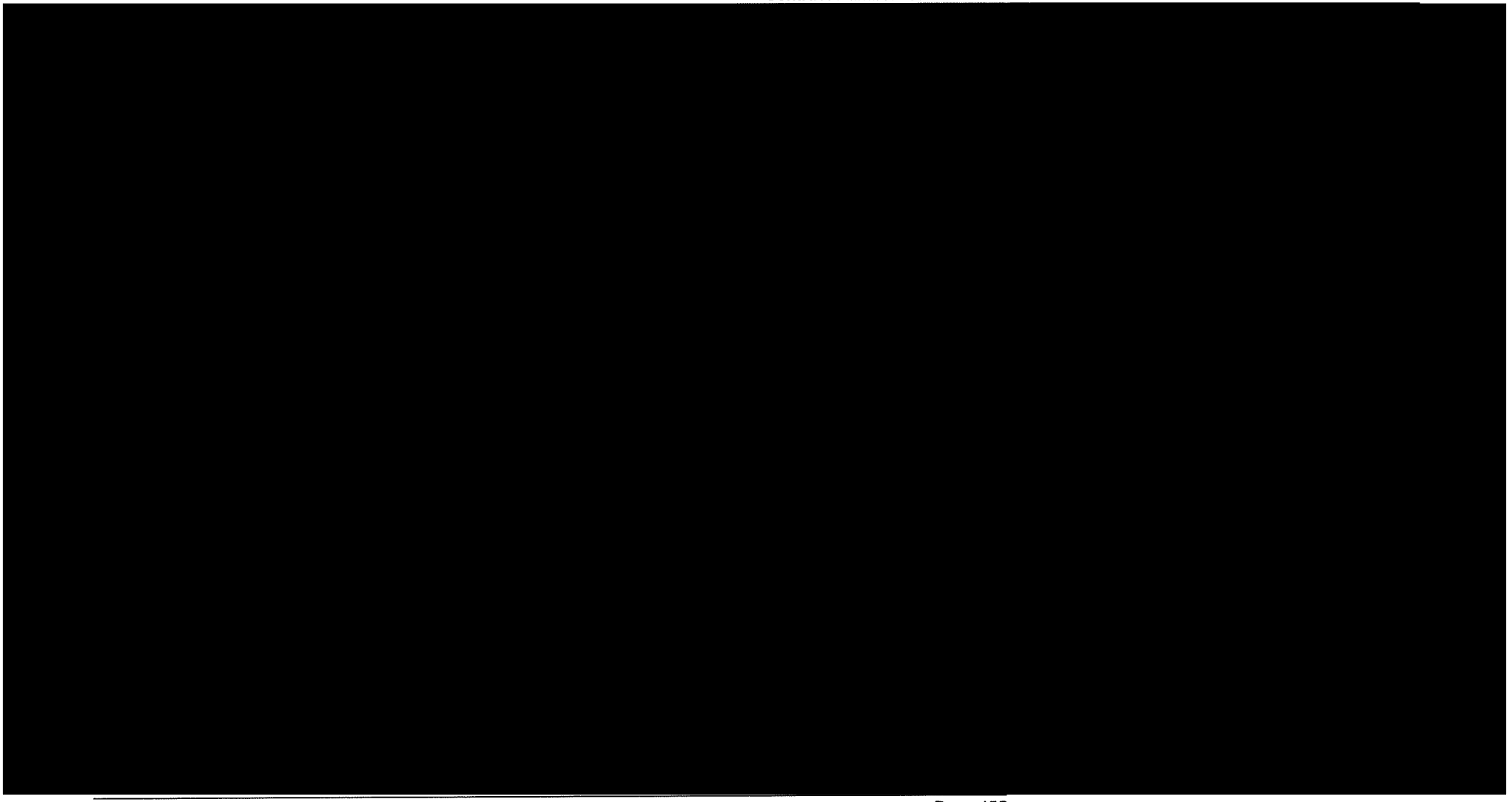


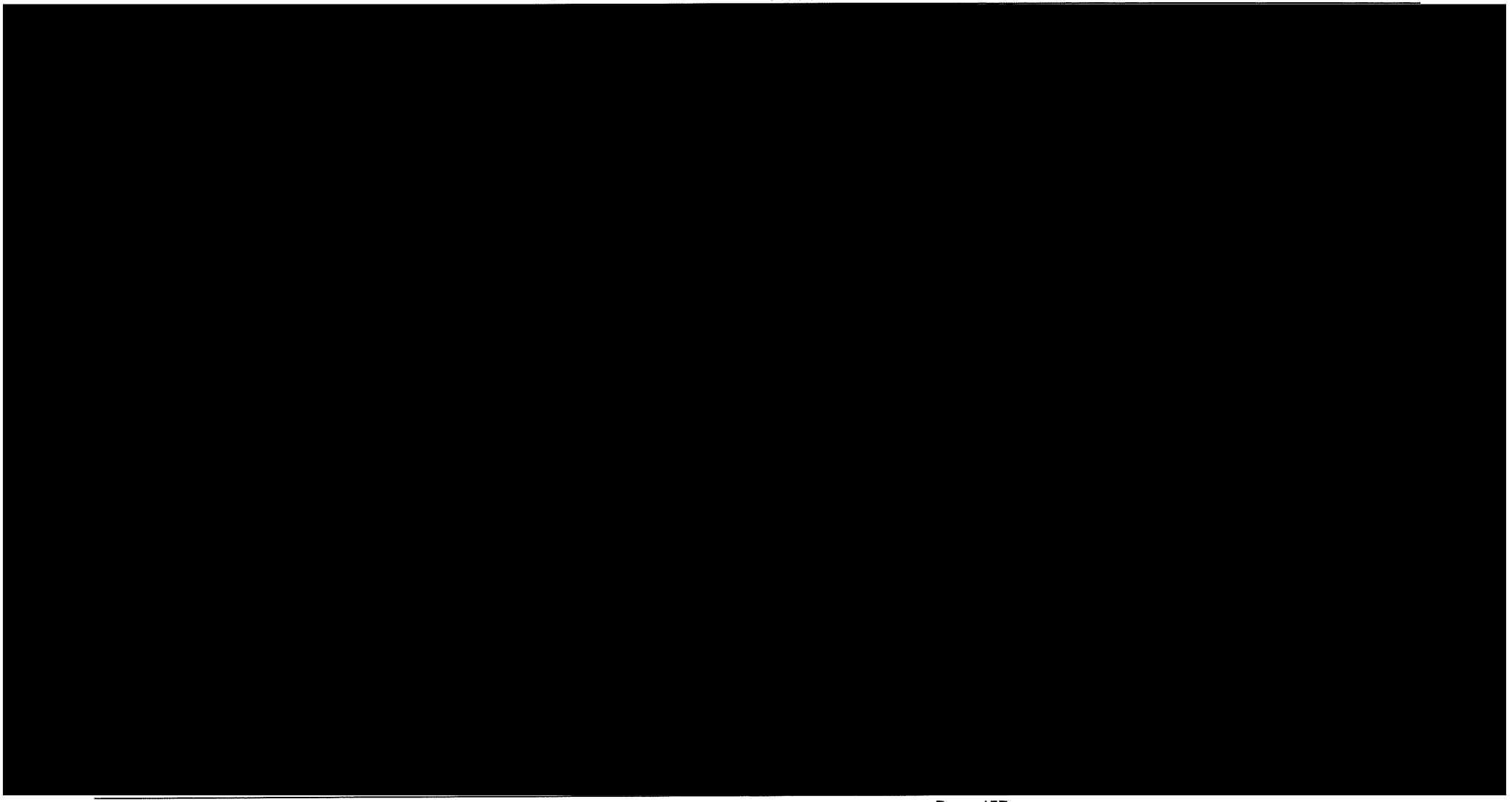


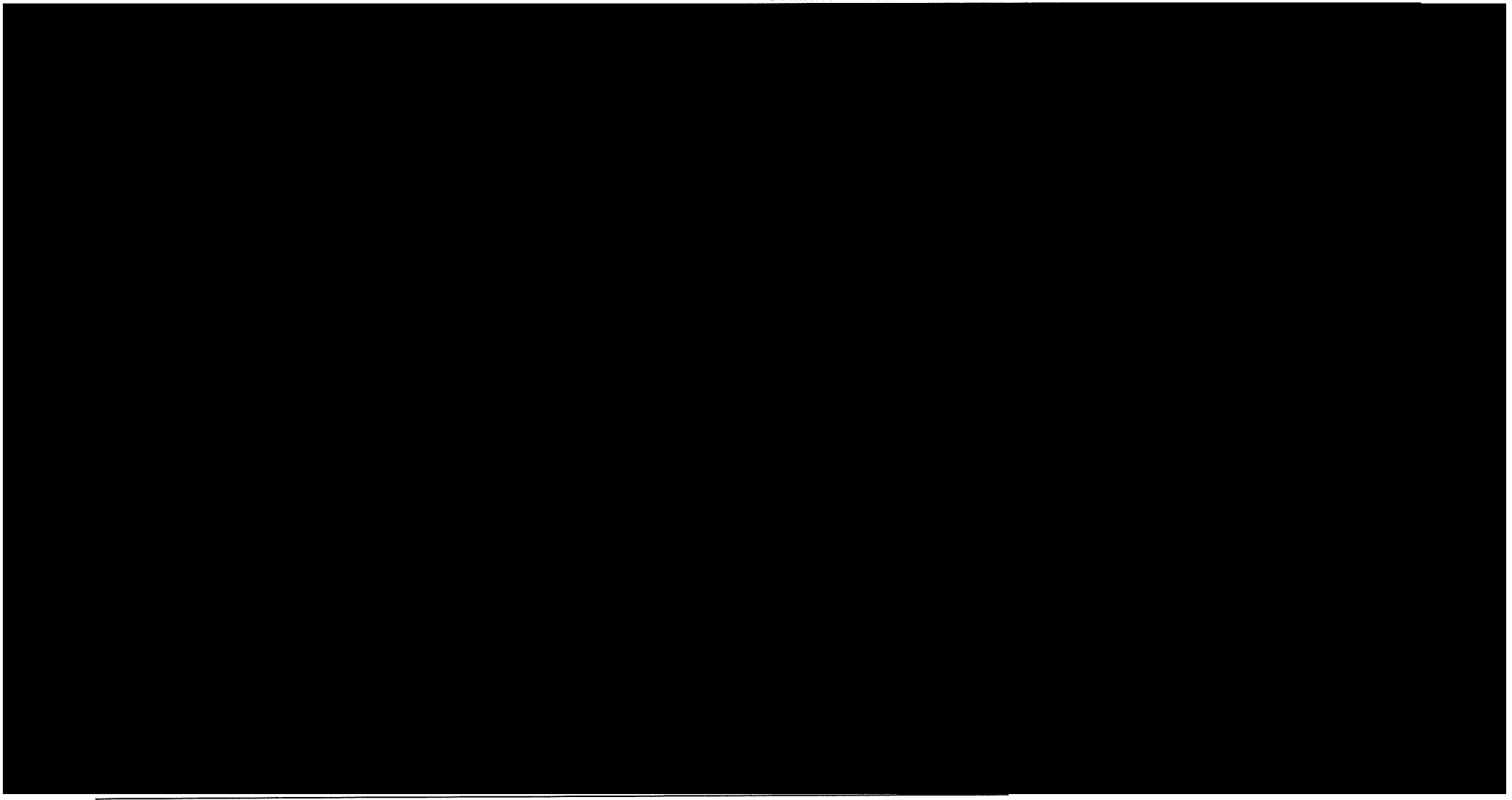


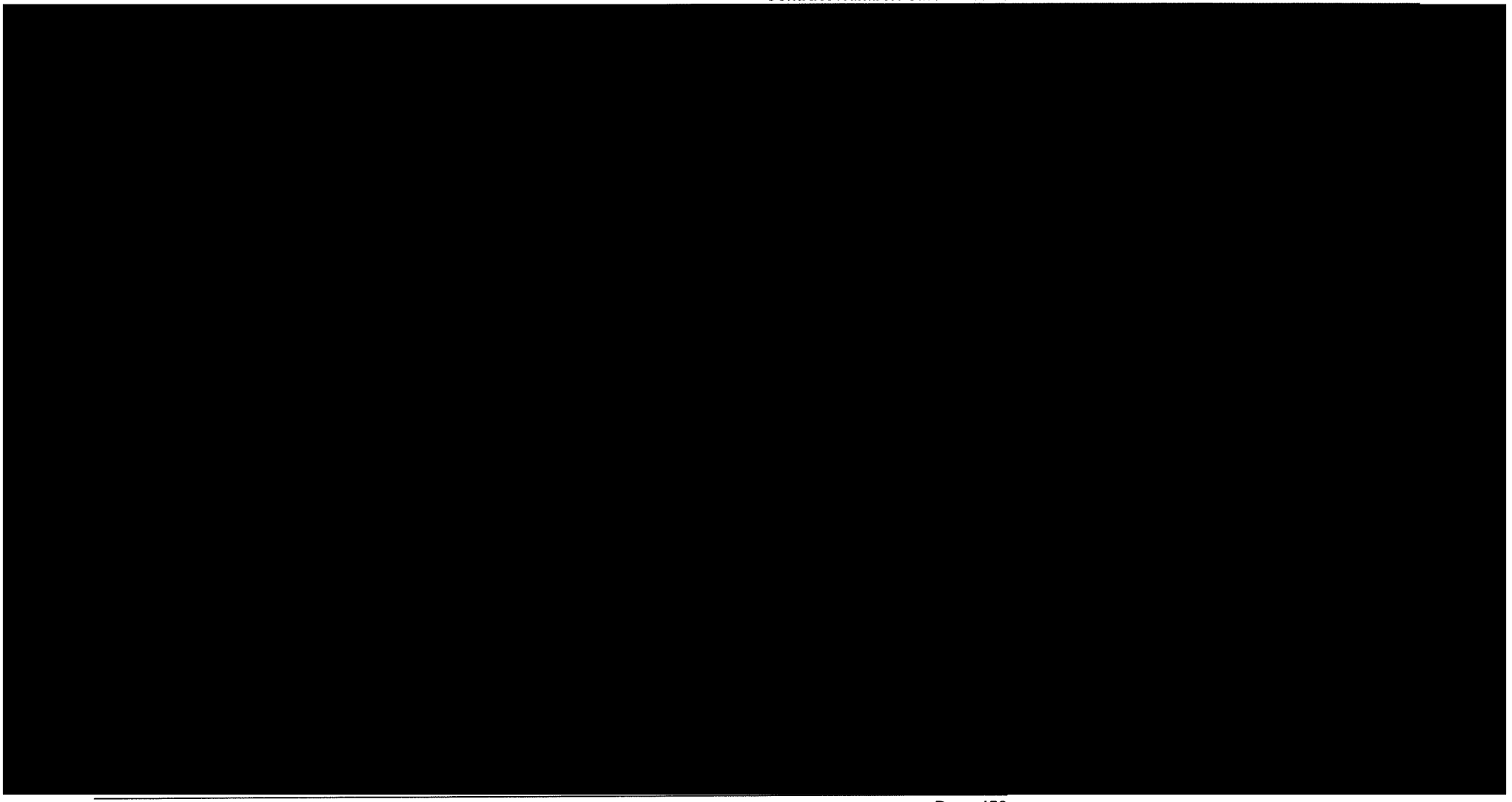


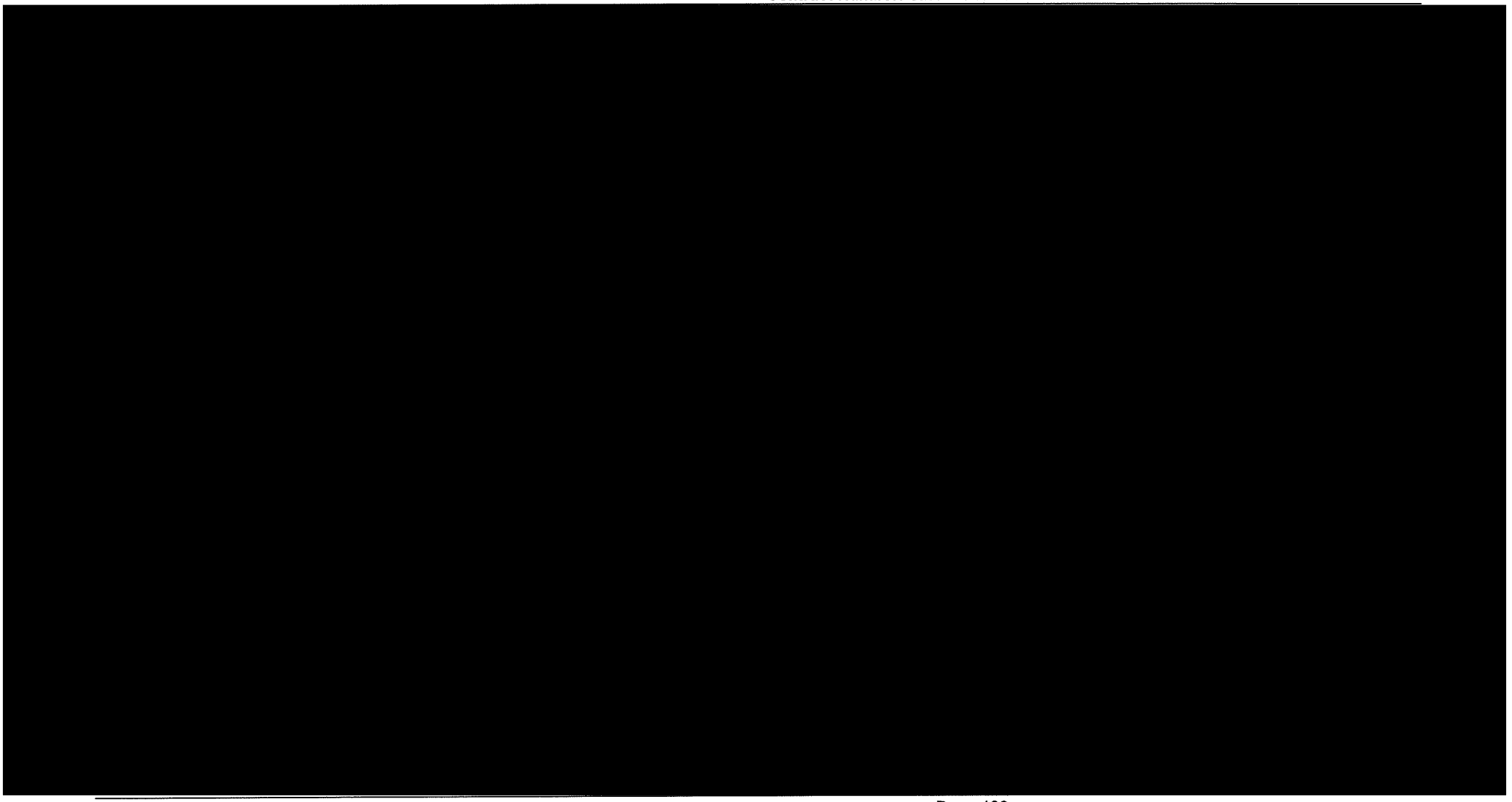


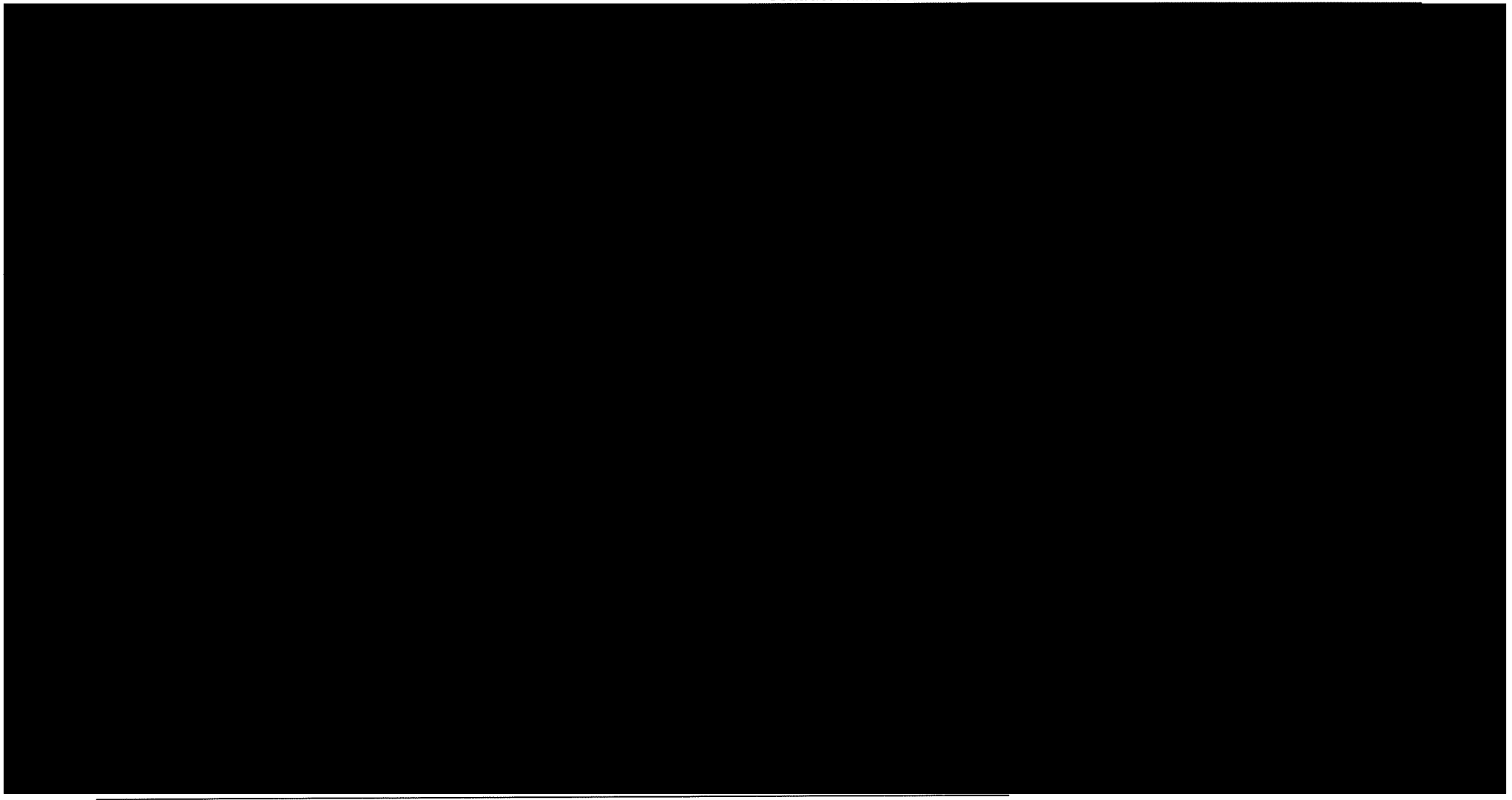


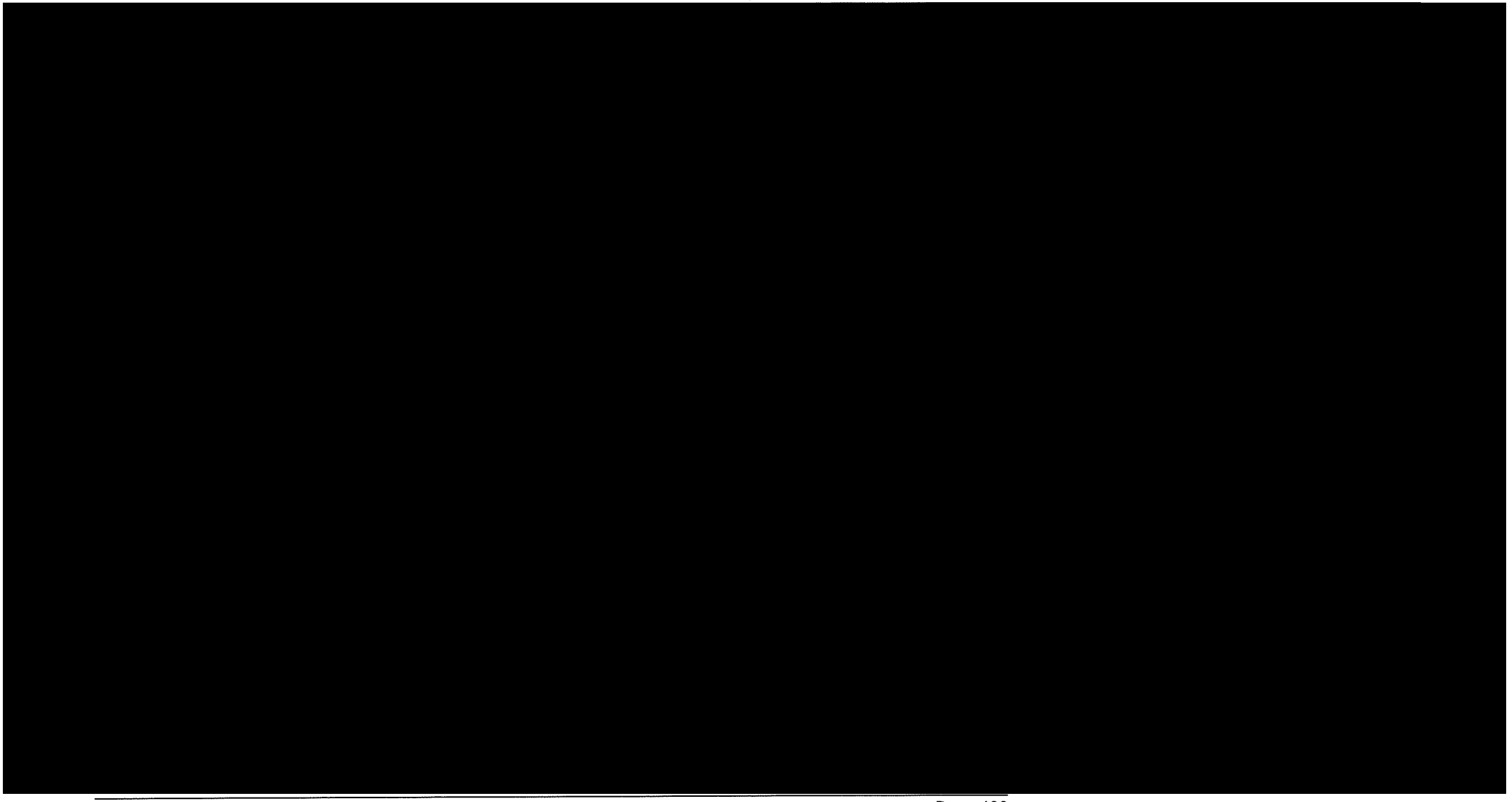


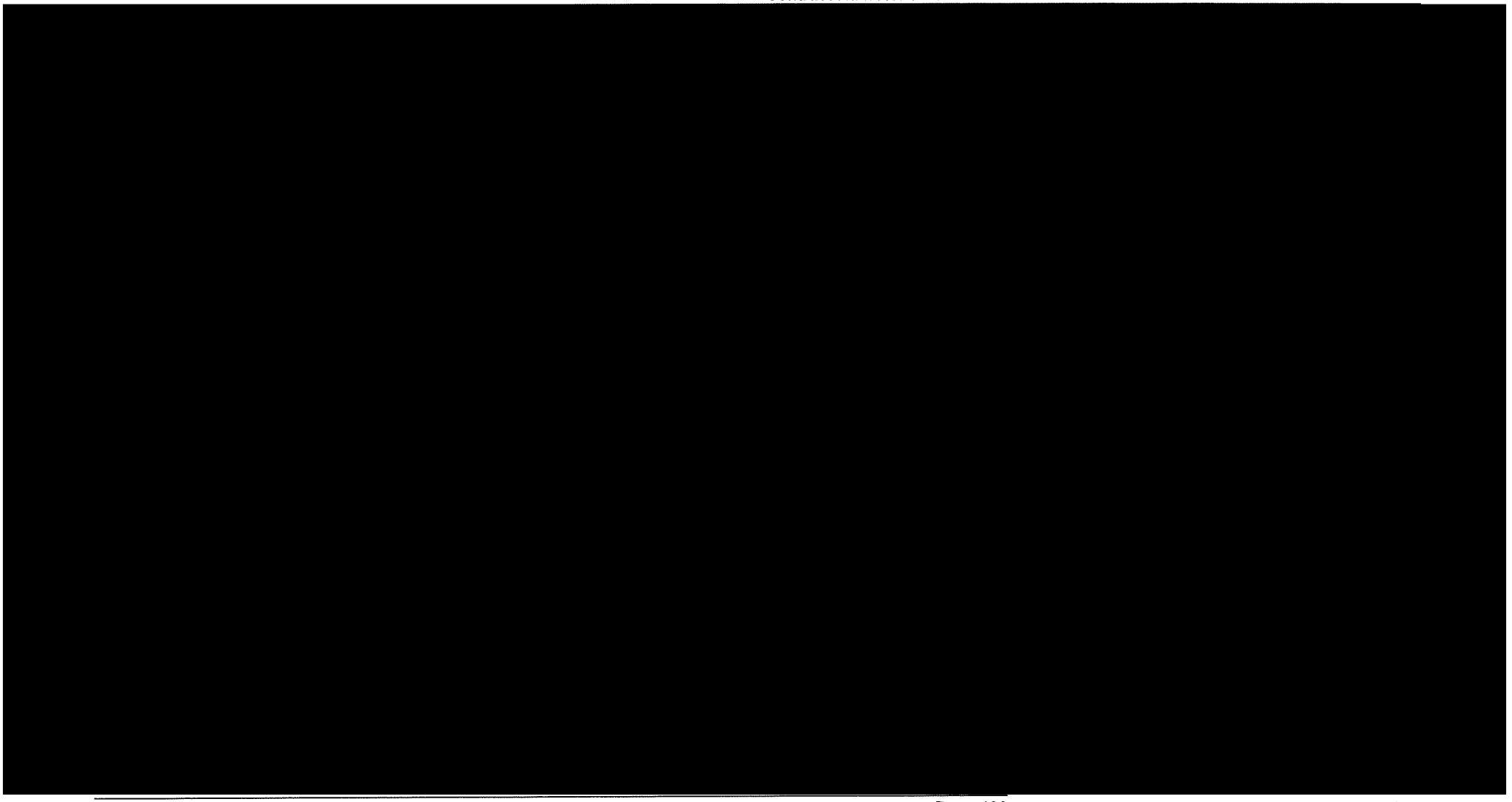


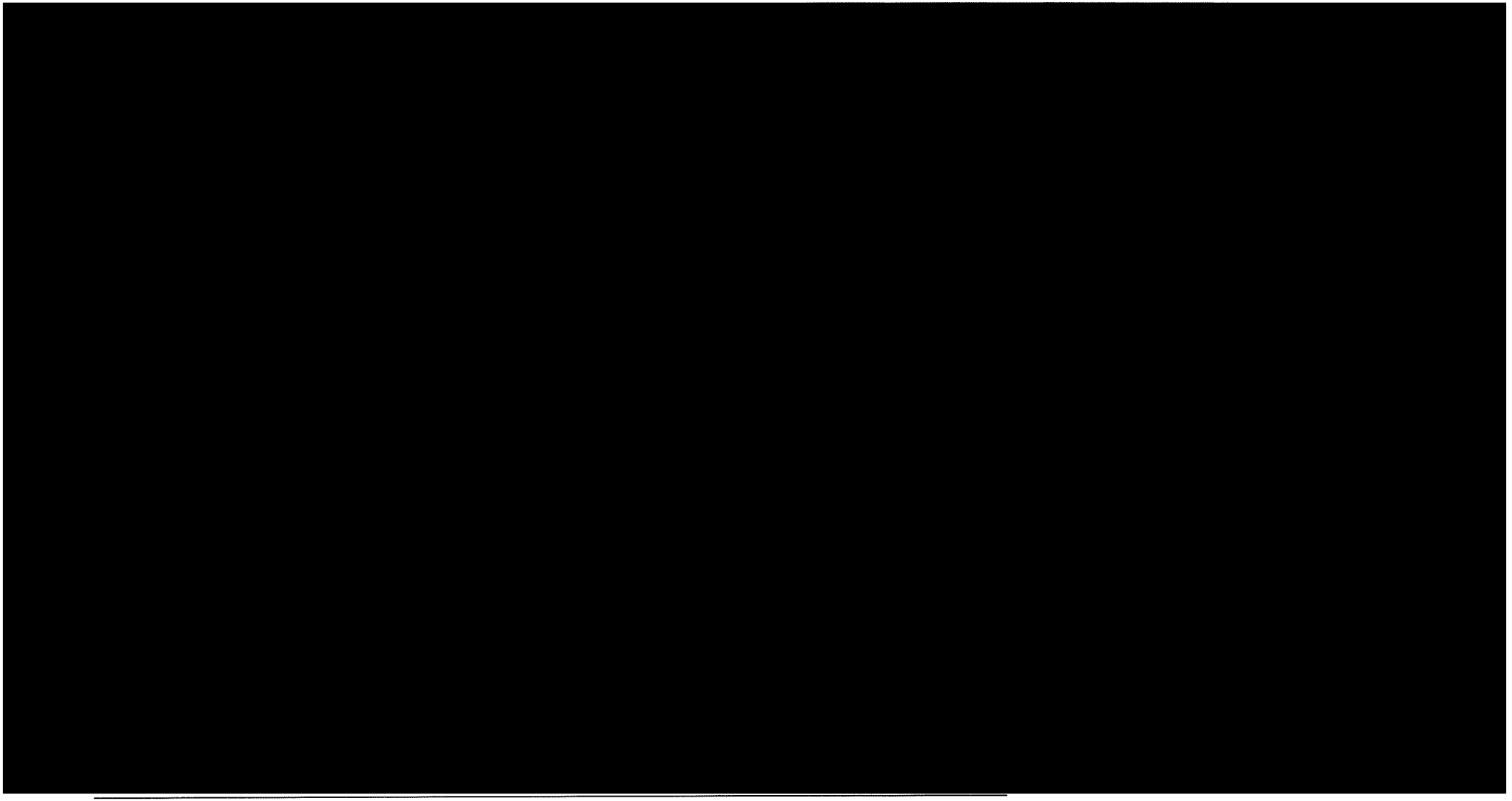


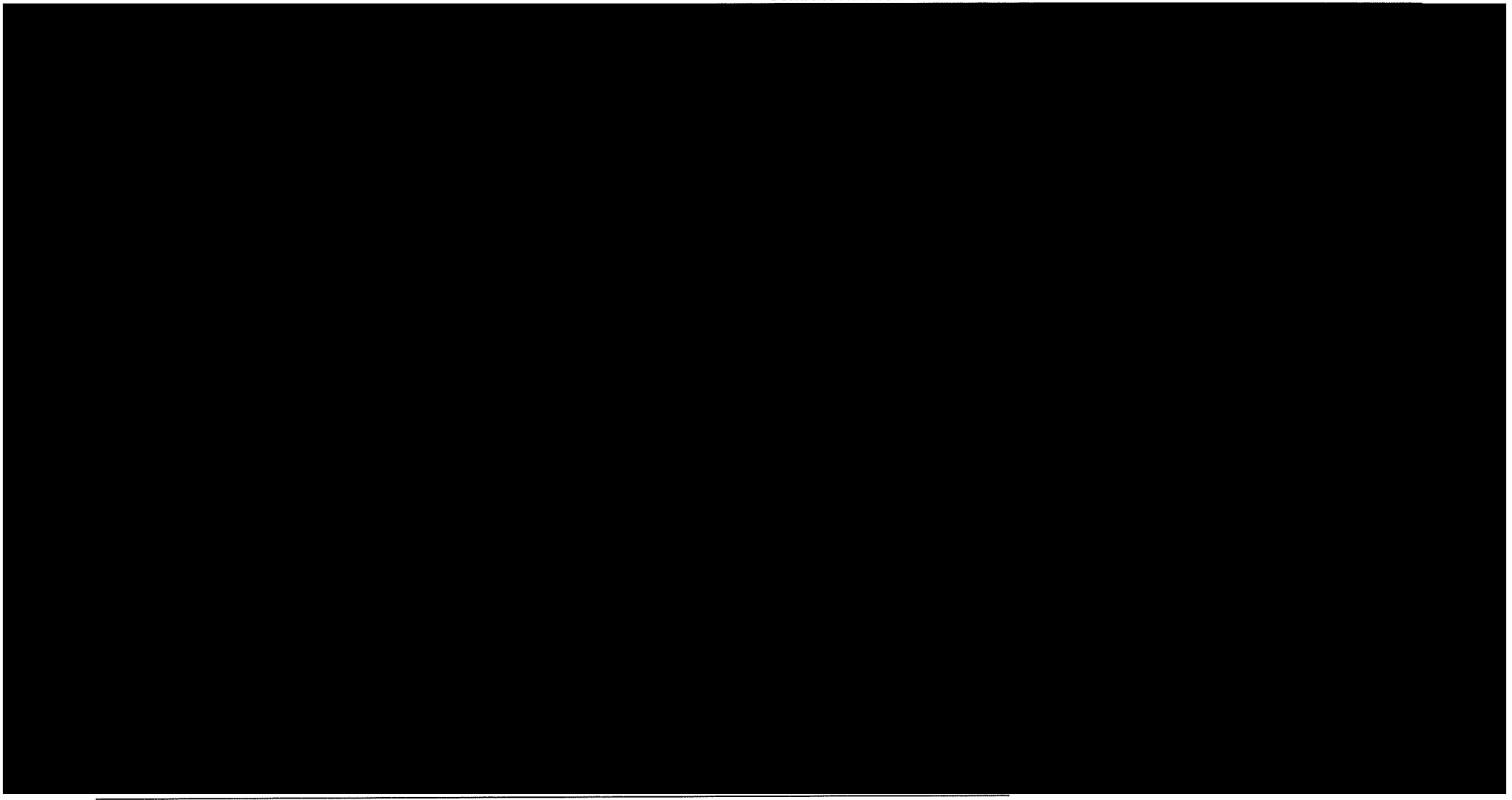


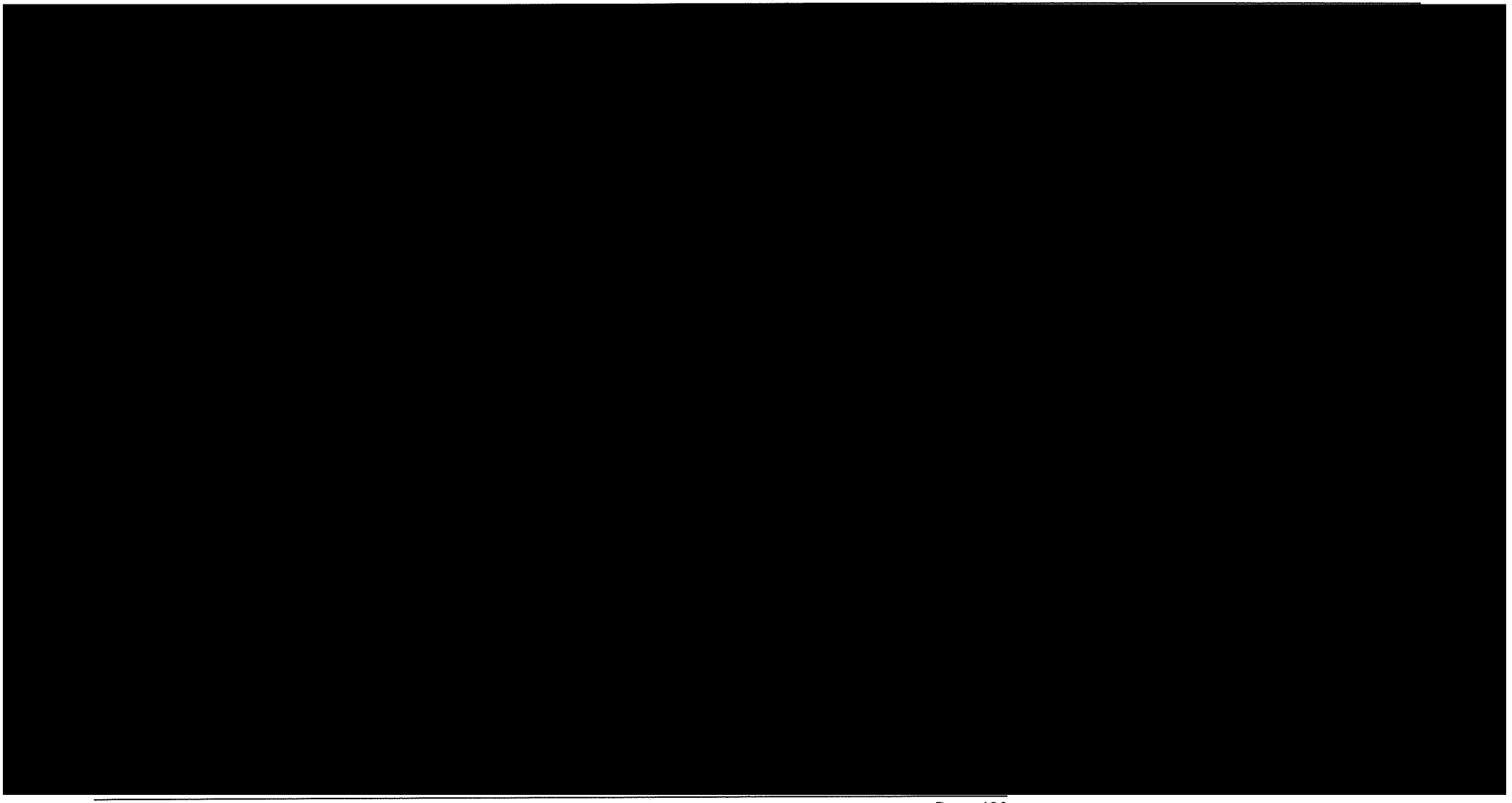


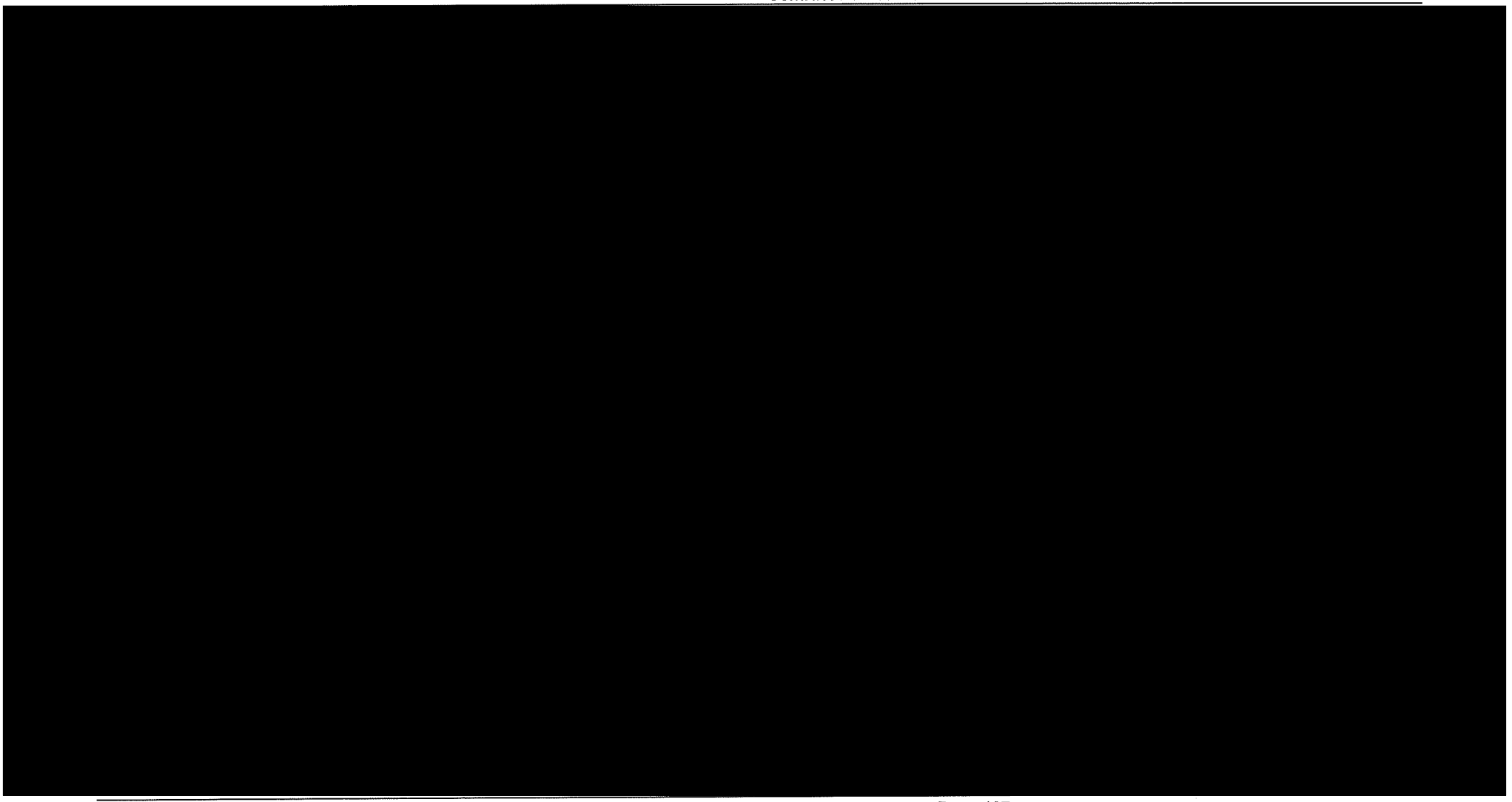


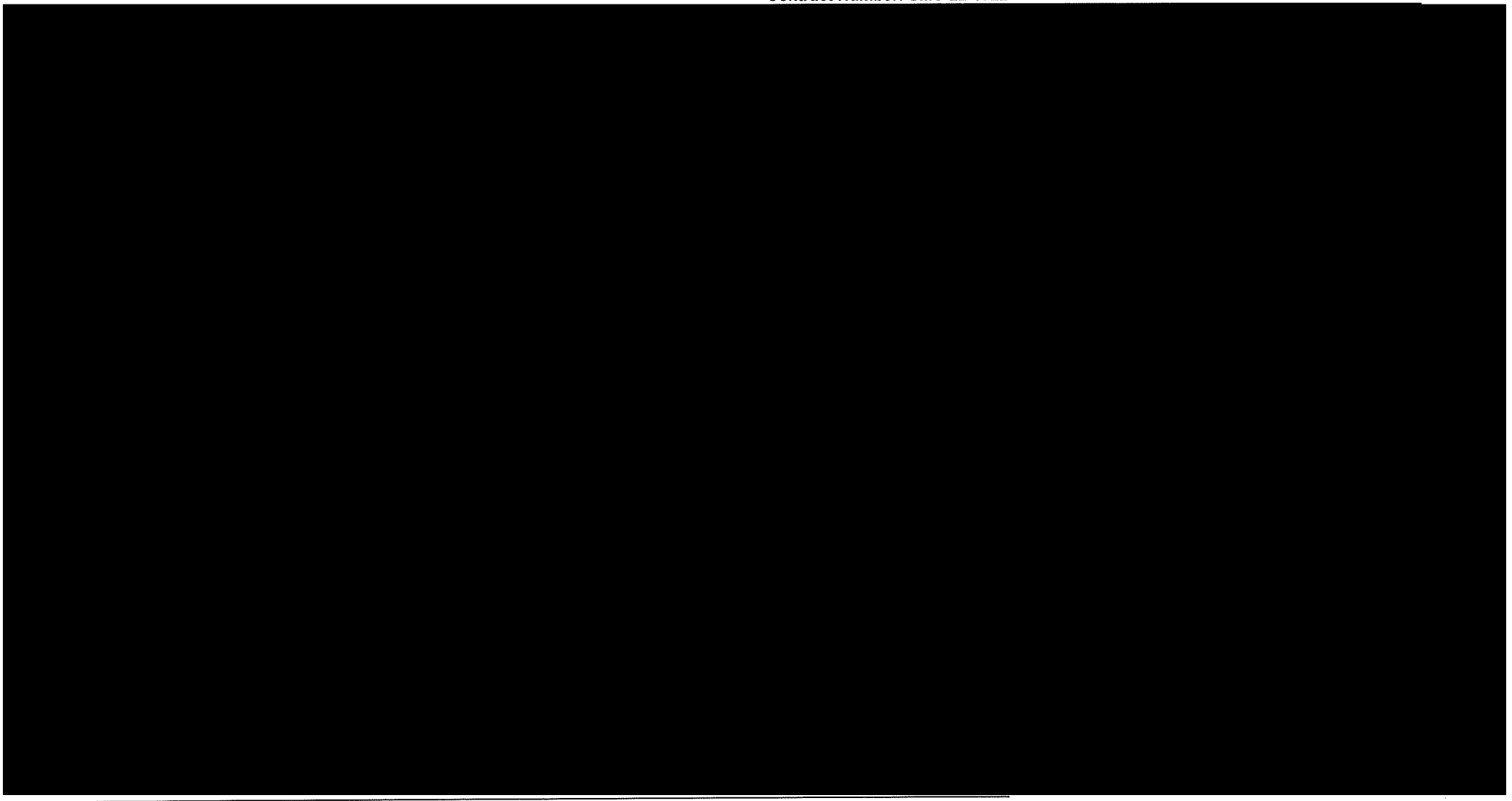


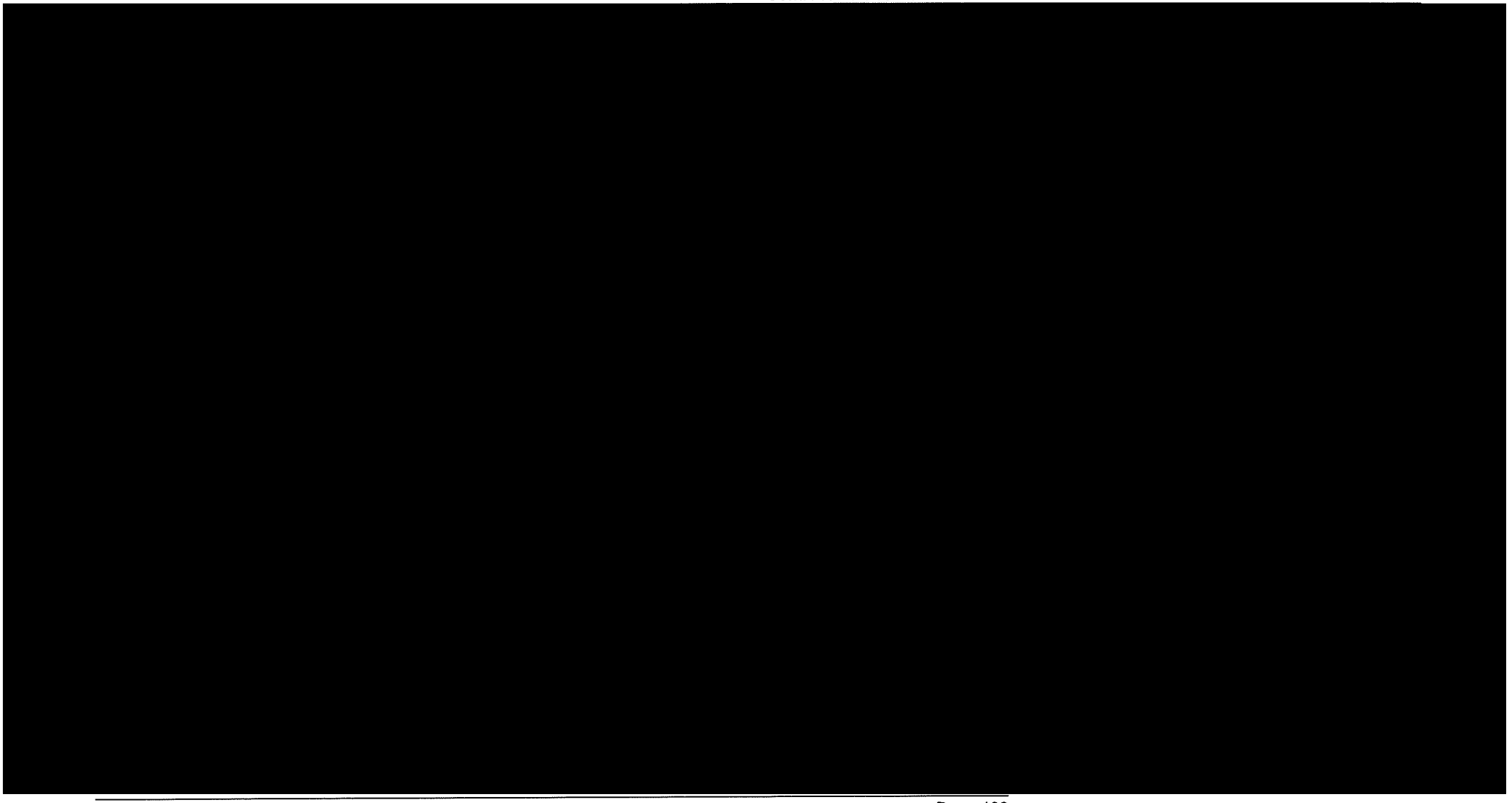


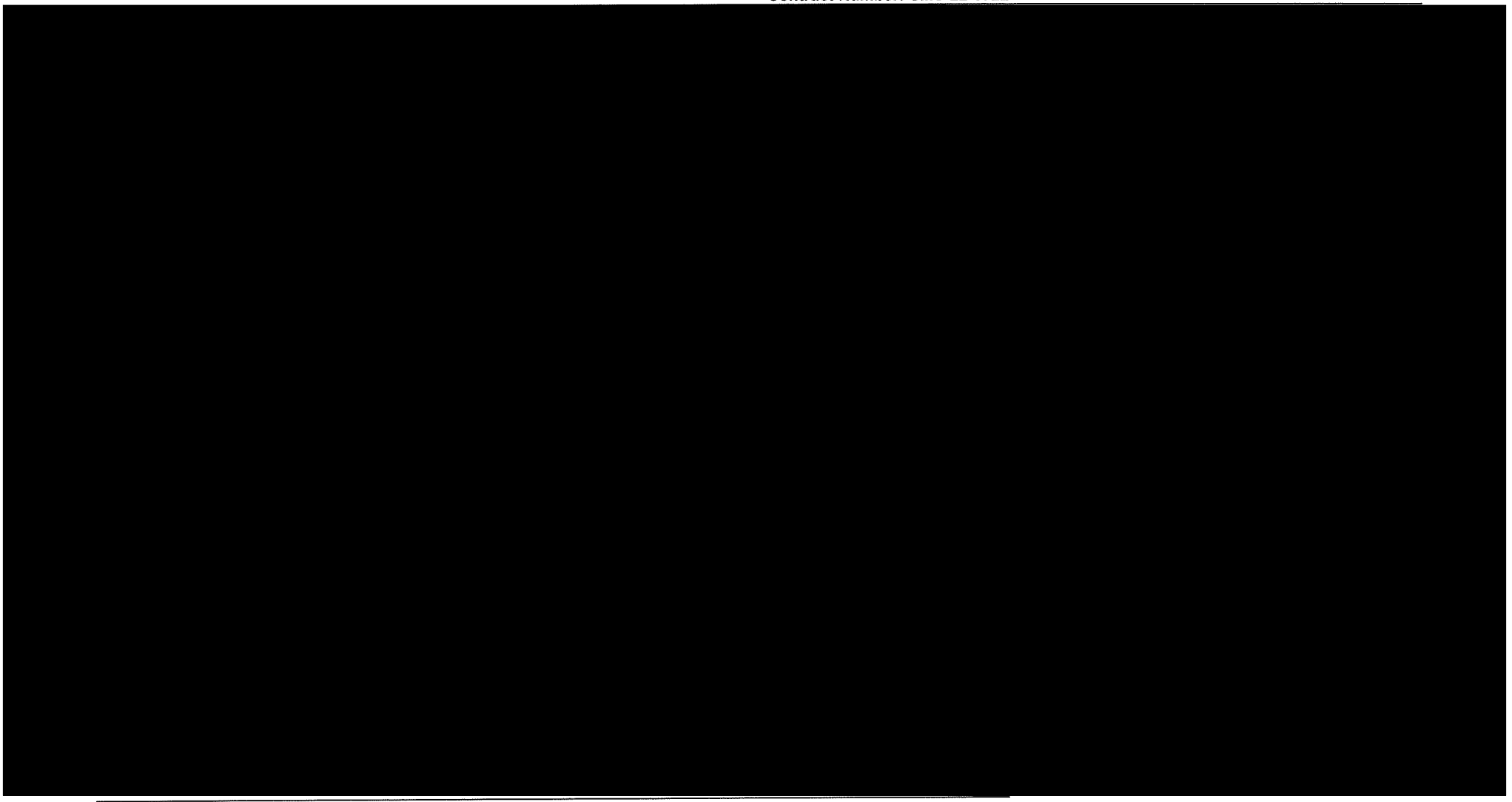


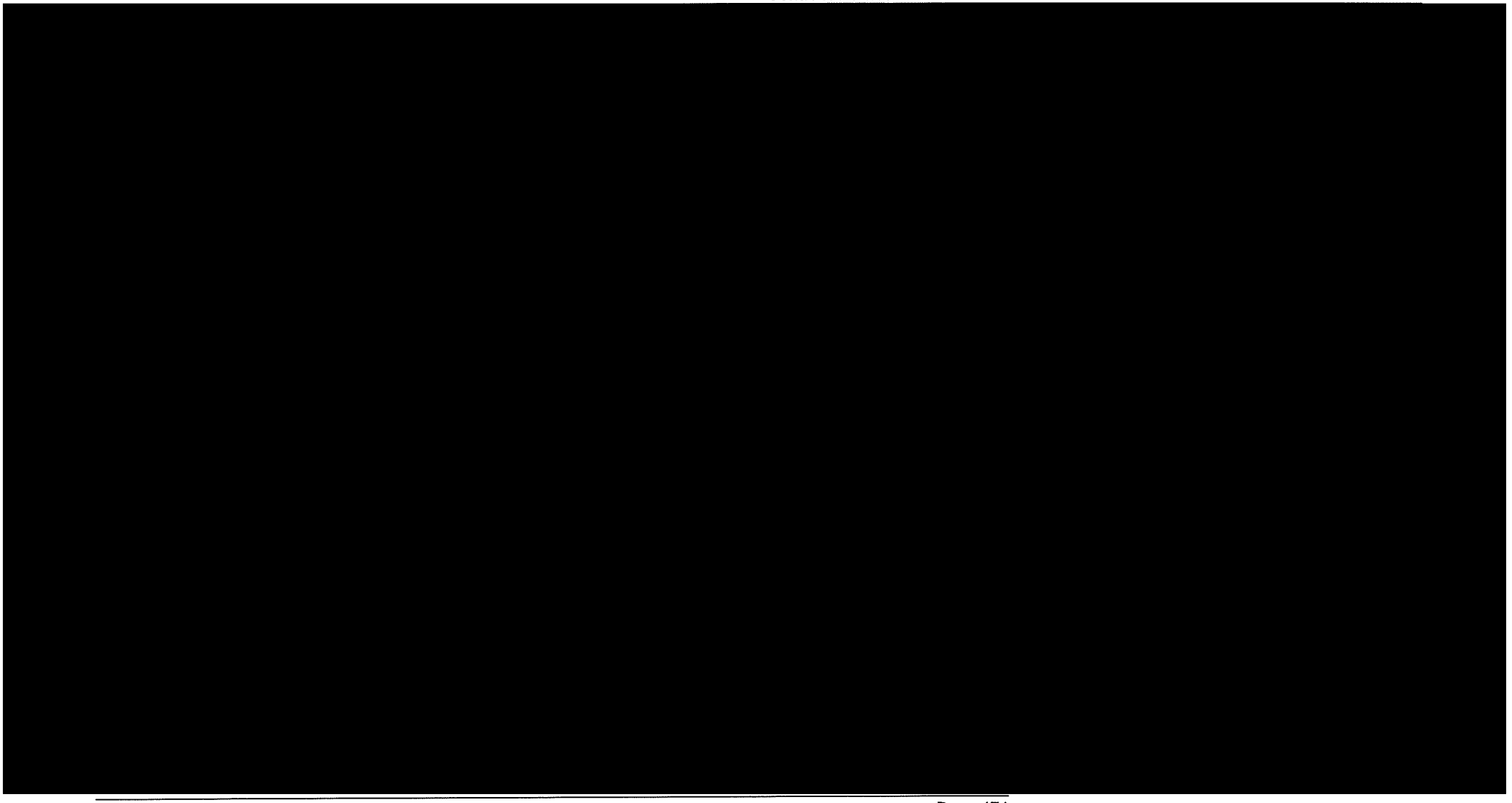


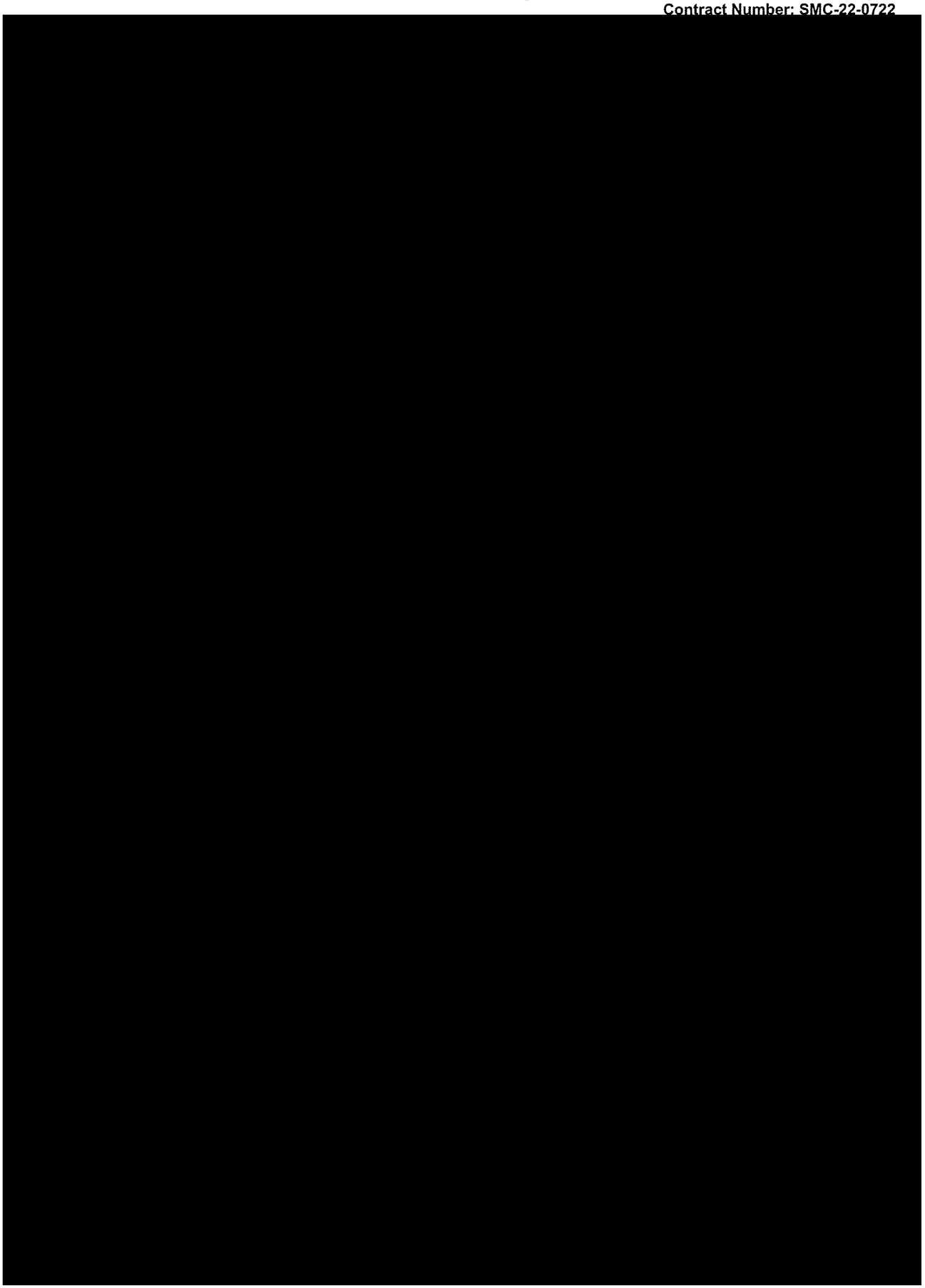












Schedule 37 - Independent Certifier's Form of Design Certification

(Clauses 5.3A and 9.8(g))

To: The Principal's Representative [and the Operator]

Cc: The Contractor

From: [***Insert name of Independent Certifier***] (ABN [ ])

This certificate is given in accordance with the " Sydney Metro City & Southwest Independent Certification of the SWM4 Works Independent Certifier Deed" (Contract No: [***insert***]) dated [***insert***] (**Independent Certifier Deed**).

Words defined in the "Medium Works Contract - Design and Construction -Design and Construct of Errant and Hostile Vehicle Mitigation Treatments for the Southwest Metro Project Contract" (Contract No: [***insert***]) between Sydney Metro (ABN 12 354 063 515) and the Contractor dated [***insert***] (**Contract**) have the same meaning in this certificate.

In accordance with the Independent Certifier Deed, the Independent Certifier certifies that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, the attached Design Documentation complies with all the requirements of the Contract (including the SWTC).

.....

Signed for and on behalf of

[***insert name of Independent Certifier***]

Schedule 38 Independent Certifier's Form of Asset Management Information Certificate

(Clause 4.7(c)(ii))

To: The Principal's Representative [and the Operator]

Cc: The Contractor

From: [***Insert name of Independent Certifier***] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Independent Certification of the SWM4 Works Independent Certifier Deed" (Contract No: [***insert***]) dated [***insert***] (**Independent Certifier Deed**).

Words defined in the "Medium Works Contract - Design and Construction -Design and Construct of Errant and Hostile Vehicle Mitigation Treatments for the Southwest Metro Project Contract" (Contract No: [***insert***]) between Sydney Metro (ABN 12 354 063 515) and the Contractor dated [***insert***] (**Contract**) have the same meaning in this certificate.

In accordance with the terms of clause 4.7(c)(ii) of the Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed:

(a) the attached Asset Management Information complies with the requirements of the Contract, including the SWTC; and

(b) the Contractor has addressed all issues of review, comment and consultation with the Independent Certifier and the Principal in respect of the Asset Management Information.

.....

Signed for and on behalf of

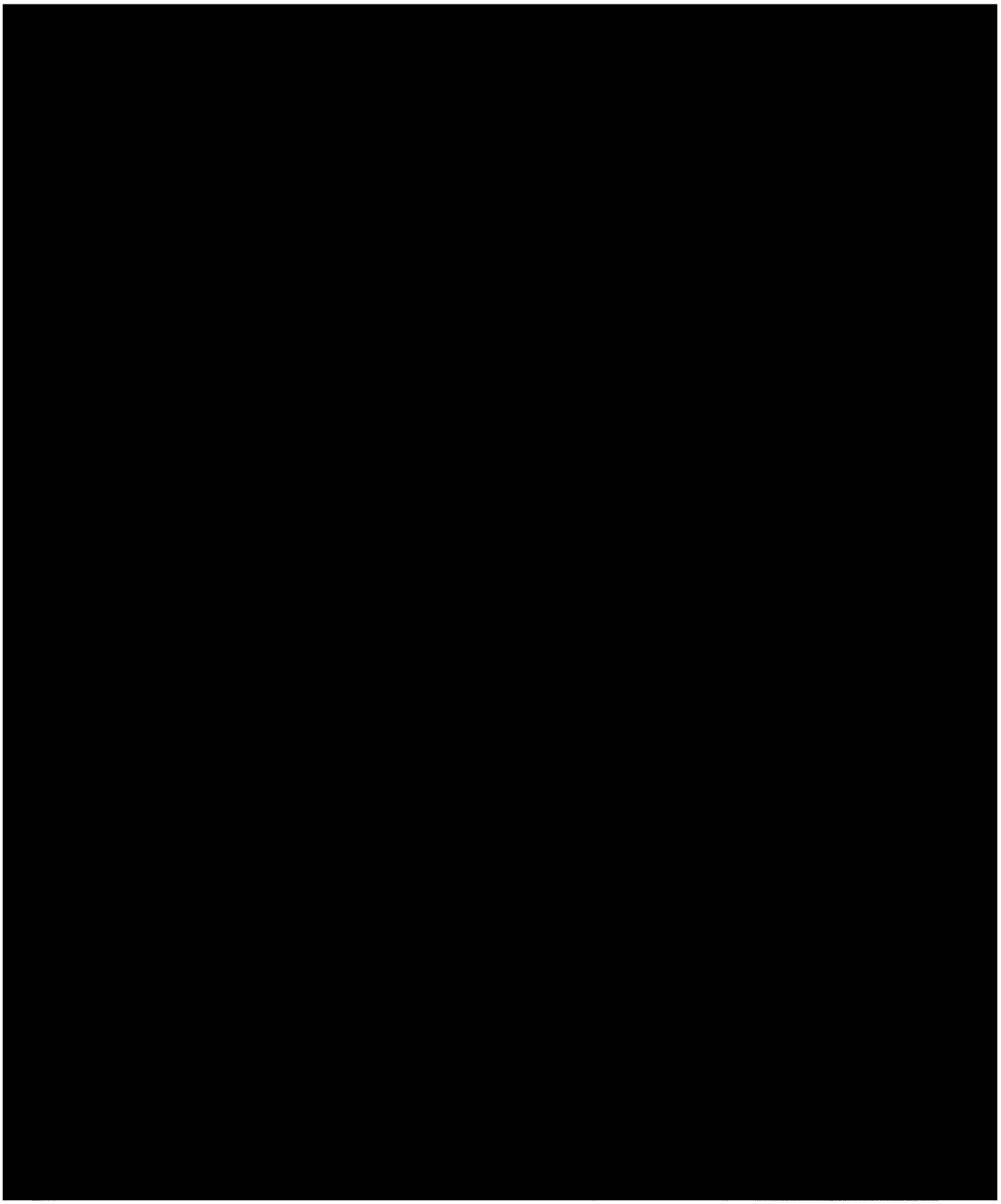
[***insert name of Independent Certifier***]

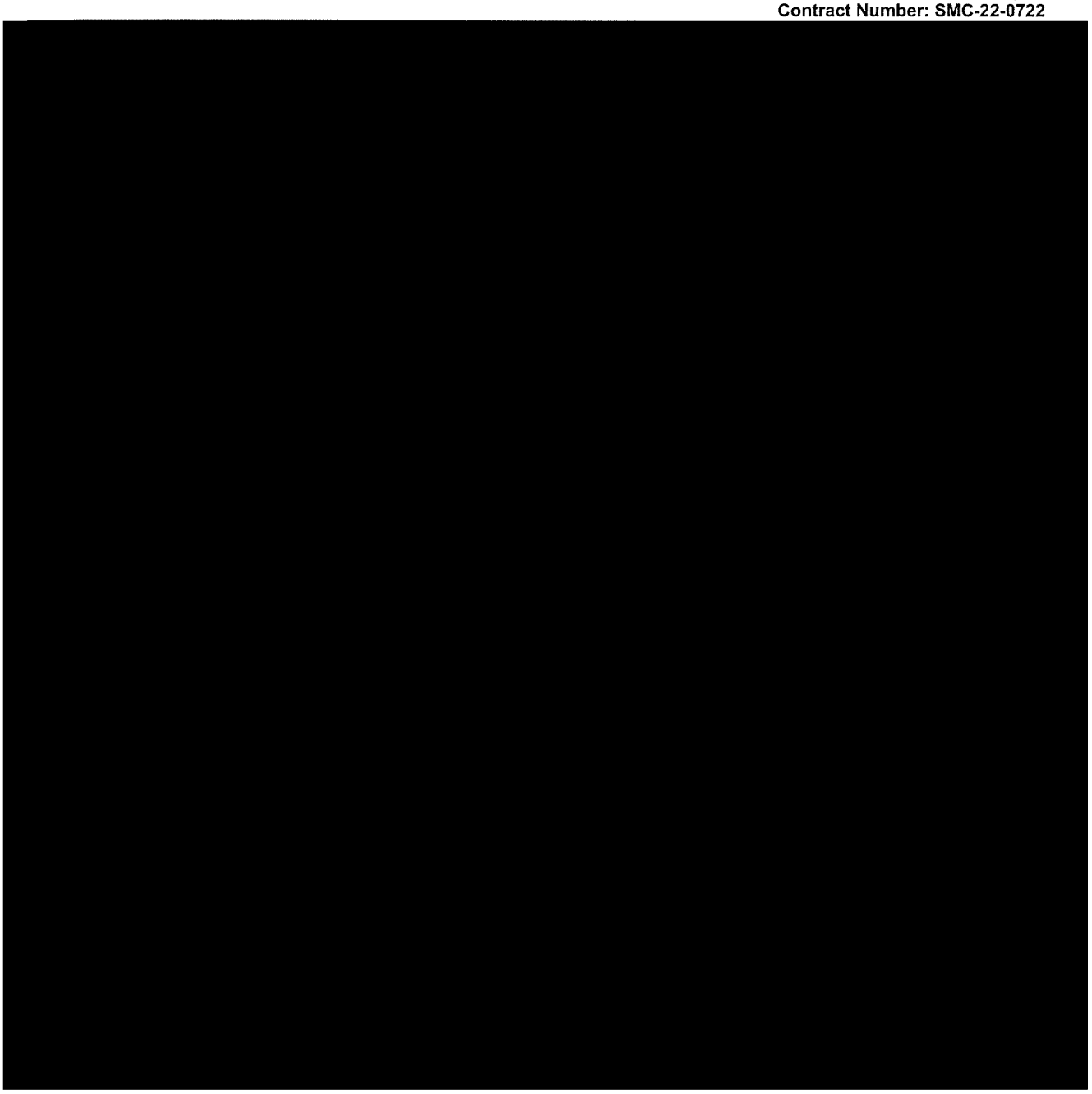
Schedule 39 - SMCSW Master Interface Protocols Deed Poll

(Clauses 1.1 and 2.10)

Schedule 40 – Form of Collateral Warranty Deed Poll

(Clauses 1.1 and 2.18)





Schedule 41 Modification to the Expert Determination Rules

(Clause 16.5(a))

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

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

RULE 1 Definitions

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

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

"Relevant Proportionate Liability Legislation" means:

(a) Part IV of the *Civil Liability Act 2002* (NSW);

(b) Part IVAA of the *Wrongs Act 1958* (Vic);

(c) Chapter 2, Part 2 of the *Civil Liability Act 2003* (Qld);

(d) Part 1F of the *Civil Liability Act 2002* (WA);

(e) the *Proportionate Liability Act 2005* (NT);

(f) Chapter 7A of the *Civil Law (Wrongs) Act 2002* (ACT);

(g) Part 3 of the Law Reform (*Contributory Negligence and Apportionment of Liability*) Act 2001 (SA);

(h) Part 9A of the *Civil Liability Act 2002* (Tas); and

(i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Relevant Security of Payment Legislation" means:

(a) the *Building and Construction Industry Security of Payment Act 1999* (NSW);

(b) the *Building and Construction Industry Security of Payment Act 2002* (Vic);

(c) the *Building Industry Fairness (Security of Payment) Act 2017* (Qld);

(d) the *Building and Construction Industry (Security of Payment) Act 2021* (WA);

(e) the *Construction Contracts (Security of Payment) Act 2004* (NT);

(f) the *Building and Construction Industry (Security of Payment) Act 2009* (ACT);

(g) the *Building and Construction Industry Security of Payment Act 2009* (SA);

(h) the *Building and Construction Industry Security of Payment Act 2009* (Tas); and

(i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Contract" means the deed titled "Medium Works Contract - Design and Construction - Design and Construct of Errant and Hostile Vehicle Mitigation Treatments for the Southwest Metro Project Contract" between the Principal and the Contractor.

RULE 2 Appointment of the Expert

1. Unless otherwise agreed in writing by the parties, the Process shall be conducted:

   (i) by a person agreed between the parties;

   (ii) if the parties are unable to agree on the identity of the person to be appointed within 3 Business Days, by a person nominated by ~~Resolution Institute~~ the Australian Centre for International Commercial Arbitration (**ACICA**),

   who accepts appointment as Expert.

2. Rule 2.2 is deleted in its entirety.

3. [no modification]

4. [no modification]

5. [no modification]

RULE 3 Agreement to be bound

1. [no modification]

2. Rule 3.2 is deleted in its entirety.

RULE 5 Role of the Expert

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, the Contract, the requirements of procedural fairness and according to law.

2. [no modification]

3. [no modification]

4. a. The Expert shall be independent of, and act fairly and impartially as between the parties, giving each a reasonable opportunity of putting its case and dealing with that of any opposing party, and a reasonable opportunity to make submissions on the conduct of the Process.

   b. The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.

c. If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must inform the parties immediately.

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

5. [no modification]

RULE 9 Conduct of the Process

1. [no modification]

2. [no modification]

3. ~~If~~ The parties agree ~~in writing (in the Agreement or otherwise),~~ that the procedure in Schedule B ~~shall~~ will apply.

4. The rules of evidence do not apply to the Process.

RULE 10 The Expert's Determination

1. ~~As soon as reasonably practicable after receiving the submissions and evidentiary material from the parties pursuant to Rule 9, t~~The Expert shall determine the Dispute between the parties and notify such determination in writing to the parties within the time period specified in the Contract.

2. [no modification]

3. ~~Subject to any rule of law or equity or written agreement of the parties to the contrary,~~ Unless otherwise agreed by the parties, the Expert's determination:

   a. may include for the payment of interest on any monetary sum determined, in such amount as the Expert considers reasonable;

   b. must allow for any amount already paid to a party under or for the purposes of any Relevant Security of Payment Legislation;

   c. may make such orders as he or she considers appropriate for the restitution of any amount so paid, and such other orders as he or she considers appropriate; and

   d. to the extent permitted by law, will not apply or have regard to the provisions of any Relevant Proportionate Liability Legislation.

4. [no modification]

RULE 12 Waiver of Right to Object

Rule 12 is deleted in its entirety.

RULE 14 Extension of Limitation Period

Rule 14 is deleted in its entirety.

SCHEDULE B

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

Schedule 42 – IDAR Panel Agreement

(Clauses 1.1 and 16.2)

IDAR PANEL AGREEMENT

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

1. **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency constituted by section 38 of the Transport Administration Act 1988 (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (**Principal**)

and

2. [redacted]

and

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

RECITALS:

A. The Principal is responsible for delivering Sydney Metro City & Southwest. Sydney Metro City & Southwest involves multiple packages of works to be undertaken by contractors engaged by the Principal and by developers above or adjacent to the new Metro stations under separate contracts (**Project Contracts**).

B. The Principal will progressively engage or enter into contracts with Project Contractors. As each Project Contract is entered into, the Project Contractor will execute an Accession Deed Poll substantially in the form set out in Schedule 1 and will thereby accede to the terms of this agreement.

C. The Project Contracts provide for a dispute resolution process through the establishment and the operation of an IDAR Panel to assist in avoiding and resolving Disputes under the Project Contracts.

D. The role of the IDAR Panel is to, among other things, encourage the Principal and the relevant Project Contractor to proactively resolve Disputes by providing a non-binding forum for the parties to establish their positions and narrow the issues in Dispute.

E. The parties acknowledge the benefits of a project-wide IDAR Panel include an improvement in the quality of assessments and determinations as a result of the IDAR Panel's familiarity with complex interfaces across multiple integrated works packages.

F. This agreement sets out the rights, obligations and duties of the Members, the Principal and (from each Accession Date) the Project Contractors in relation to the IDAR Panel and the Disputes (the **Agreement**).

THIS AGREEMENT PROVIDES:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

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

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

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

Fees and Disbursements Letter means each of the following:

(a) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and Robert Rust dated on or about the date of this agreement;

(b) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and Phillip Blunden dated on or about the date of this agreement;

(c) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and Louise Hart dated on or about the date of this agreement; and

(d) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and John Taylor dated on or about the date of this agreement.

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

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

Project Briefing has the meaning given in clause 6.

Project Contract has the meaning given in Recital A.

1.2 Terms defined in the Project Contracts

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

1.3 Interpretation

In this Agreement unless the context otherwise requires:

(a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;

(b) the words "including", "includes" and "include" will be read as if followed by the words without limitation;

(c) a reference to any party to this Agreement includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;

(d) a reference to any Authority, institute, association or body is:

(i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and

(ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;

(e) a reference to this Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;

(f) a reference to any legislation or to any section or provision of it includes:

(i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and

(ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;

(g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;

(h) headings are for convenience only and do not affect the interpretation of this Agreement;

(i) a reference to:

(i) a party or clause is a reference to a party or clause of or to this Agreement; and

(ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;

(j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(k) for all purposes (other than where designated as a Business Day), day means calendar day;

(l) a reference to "$" is to Australian currency;

(m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Agreement or any part; and

(n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

2. AGREEMENT TO PREVAIL

(a) The parties agree that if there is any inconsistency between the terms of this Agreement and a Project Contract the terms of this Agreement will prevail to the extent of the inconsistency.

(b) This Agreement is effective as of the date the Principal and the Members sign this document and will continue, unless terminated earlier, until it terminates in accordance with clause 16.

3. FORMATION OF THE IDAR PANEL

The parties acknowledge that the IDAR Panel:

(a) has been formed;

(b) is constituted by the Members;

(c) will be chaired by that Member designated as Chair or such other Member as the Principal nominates, by written notice to the Members and Project Contractors, from time to time; and

(d) must perform its obligations and functions under the Project Contracts and this Agreement.

4. ACCESSION BY PROJECT CONTRACTORS

(a) The Principal will ensure that each Project Contractor who enters into a Project Contract that contemplates the involvement of the IDAR Panel in the relevant dispute resolution process accedes to this Agreement.

(b) The Project Contractors may accede to this Agreement by execution of an Accession Deed Poll without the Continuing Parties' prior approval.

(c) Upon accession of any Project Contractor to this Agreement as referred to in clause 4(a), the rights and liabilities of the parties to this Agreement will be as set out in this Agreement as amended in accordance with the requirements of the Accession Deed Poll.

(d) The Principal will provide the Members with a copy of the Accession Deed Poll duly executed by the Project Contractor.

5. ROLE OF THE IDAR PANEL

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

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

(b) function as an objective, impartial and independent body at all times; and

(c) utilise knowledge gained from Disputes across each Project Contract in its recommendations and determinations.

6. PROJECT BRIEFINGS

(a) The Principal will:

(i) hold meetings with the Members for the purpose of the Principal providing a Sydney Metro City & Southwest project briefing and update (**Project Briefing**); and

(ii) provide the Members at least 10 Business Days' notice to convene a Project Briefing.

(b) The Members must attend the Project Briefings.

(c) During the first Project Briefing, the IDAR Panel will establish procedures for the conduct of its routine site visits and other matters (excluding the rules governing the dispute resolution process as it relates to the IDAR Panel in each Project Contract) in accordance with the procedures included in Schedule 2 to this Agreement (unless otherwise agreed by the parties).

7. JOINT PROJECT COMMITTEE

(a) The Chair must attend Joint Project Committee meetings.

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

8. MEMBER'S OBLIGATIONS

8.1 Impartiality

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

8.2 Independence

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

8.3 General Duties

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

(a) with due care and diligence;

(b) in compliance with the Project Contracts and this Agreement; and

(c) in compliance with all applicable Laws.

9. SELECTION OF NOMINATED MEMBER

(a) Where a Dispute has been notified to the IDAR Panel by Notice of Issue under the relevant provisions of the Project Contract, and:

(i) the parties to the Dispute are unable to agree on a Nominated Member; or

(ii) a Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

the Chair must nominate a Nominated Member within a further 2 Business Days.

(b) If a Member nominated under clause 9(a) declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the Chair must nominate a further Nominated Member within a further 2 Business Days.

(c) The Chair may not nominate itself as the Nominated Member.

(d) If a replacement member appointed under clause 9(b) declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 9(b) will be reapplied until there are no Members to accept the appointment, in which case the Chair must request the Resolution Institute to appoint a replacement member. This appointment will be final and conclusive.

10. SELECTION OF EXPERT

The parties acknowledge and agree that:

(a) those persons listed in Schedule 3:

(i) have been appointed by the Principal to a panel of subject-matter experts; and

(ii) may be recommended to determine a Dispute referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract; and

(b) any Dispute which is referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by the relevant Project Contract.

11. COSTS AND FEES

11.1 Monthly retainer

(a) The Principal is liable for the payment of the Members' monthly retainer set out in the Fees and Disbursements Letter for each Member.

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

11.2 Agreed rates for work and services

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

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

(b) the Principal and the relevant Project Contractor agree as between themselves that:

11.3 **Payment claims**

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

12. THE PARTIES' COMMITMENTS AND RESPONSIBILITIES

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

(a) act in good faith towards each Member and the IDAR Panel;

(b) comply with the reasonable requests and directions of the IDAR Panel; and

(c) except for its participation in the IDAR Panel's activities as provided in the Project Contracts and this Agreement, not solicit advice or consultation from the IDAR Panel or the Members on matters dealing with the resolution of Disputes which may compromise the IDAR Panel's integrity or compliance with this Agreement.

13. CONFIDENTIALITY

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

(a) to keep that information confidential;

(b) not to disclose that information except if compelled by Law to do so;

(c) not to use that information for a purpose other than the resolution of the Dispute in relation to which the confidential information was disclosed; and

(d) to be bound by this obligation of confidentiality whether or not such confidential information is or later becomes in the public domain.

14. CONFLICT OF INTEREST

(a) If a Member, during the term of appointment as a Member, becomes aware of any circumstance that might reasonably be considered to affect the Member's capacity to act independently, impartially and without bias, the Member must inform the Principal and each Project Contractor and the other Members.

(b) The other Members will within 5 Business Days of notification under clause 14(a) confer and inform the parties and the Member, whether they believe the circumstances notified are such that the Member should be replaced. In the event that one or both of the other Members believe that the Member should be replaced, the Member will immediately resign from the IDAR Panel and a reappointment will occur pursuant to clause 17.3.

15. LIABILITY AND INDEMNITY

15.1 Liability

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

15.2 Indemnity

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

15.3 Due Care and Diligence

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

16. TERMINATION OF AGREEMENT

(a) The Principal may terminate this Agreement by written notice to the Members and each Project Contractor.

(b) Each Project Contractor's rights and obligations under this Agreement will terminate automatically upon termination of the Project Contractor's Project Contract, and the terms of this Agreement will be of no further force and effect.

17. MEMBERS' TERMINATION

17.1 Resignation

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

17.2 Termination

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

17.3 Re-Appointment

The parties acknowledge and agree that if:

(a) a Member resigns under clause 14(b) or 17.1; or

(b) the appointment of a Member is terminated by the Principal under clause 17.2;

then:

(c) a replacement Member will be appointed by the Principal; and

(d) the parties, the Members and any new Member must enter into a replacement agreement substantially similar to this Agreement.

18. GOVERNING LAW

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

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

19. **RELATIONSHIP OF THE PARTIES**

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

20. **NOTICES**

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

(iii) to a Project Contractor: To the address or email address set out in the relevant Accession Deed Poll.

(b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.

(c) A notice sent by email will be taken to have been received:

(i) if it is transmitted by 5.00 pm (Sydney time) on a Business Day - on that Business Day; or

(ii) if it is transmitted after 5.00 pm (Sydney time) on a Business Day, or on a day that is not a Business Day - on the next Business Day.

21. **GIVING EFFECT TO THIS AGREEMENT**

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

22. **SURVIVAL OF TERMS**

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

23. **WAIVER OF RIGHTS**

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

(a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

(b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and

(c) the exercise of a right does not prevent any further exercise of that right or of any other right.

24. **OPERATION OF THIS AGREEMENT**

(a) Except as otherwise expressly specified in this Agreement, this Agreement contains the entire agreement between the parties about its subject matter, and any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.

(b) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.

(c) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

25. **AMENDMENT**

(a) Subject to clause 25(b), this Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.

(b) The Principal may amend Schedule 3 by written notice without the Continuing Parties' prior approval.

26. **COUNTERPARTS**

(a) This Agreement may be executed in counterparts, which taken together constitute one instrument.

(b) A party may execute this Agreement by executing any counterpart.

27. **ATTORNEYS**

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

EXECUTED as an agreement.

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

[redacted]

SCHEDULE 1

Form of Accession Deed Poll

THIS DEED POLL is made on [2018/2019]

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

IN FAVOUR OF:

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

and

[redacted]

and

(3) each person who has acceded to the IDAR Panel Agreement,

(together (2) and (3) being the **Continuing Parties**).

RECITALS:

(A) This deed poll is supplemental to the agreement titled "IDAR Panel Agreement" between the Principal and the Continuing Parties dated [*insert*] as amended or acceded to from time to time (**IDAR Panel Agreement**).

(B) The Principal and the Continuing Parties are each party to the IDAR Panel Agreement.

(C) The Principal has entered into the [*insert name of relevant Project Contract*] with the Acceding Party.

(D) Each of the Continuing Parties has acknowledged and agreed that the Acceding Party will accede to the IDAR Panel Agreement.

(E) By this deed poll, the Acceding Party accedes to the IDAR Panel Agreement and the IDAR Panel Agreement is amended on the terms set out in this deed poll.

THE ACCEDING PARTY COVENANTS AS FOLLOWS:

1. INTERPRETATION

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

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

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

2. PRIMARY COVENANTS

(e) The Acceding Party:

(i) confirms that it has been supplied with a copy of the IDAR Panel Agreement; and

(ii) covenants with each of the Principal and the Continuing Parties, with effect from the Effective Date, to be bound by the provisions of, and to perform all of its obligations under the IDAR Panel Agreement.

(f) For the purposes of the IDAR Panel Agreement, the Acceding Party's representative is as set out below:

[Insert details of Acceding Party's representative]

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

Address:
Email:
For the attention of:

(h) Clause 18 of the IDAR Panel Agreement applies to this deed poll.

EXECUTED as a deed poll.

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

SCHEDULE 2

IDAR Panel General Operating Procedures

1. General

1.1 Each Project Contractor will furnish to each of the Members all documents necessary for the IDAR Panel to perform its functions, including copies of all Project Contract documents plus periodic reports, such as progress reports, minutes of weekly or other project control meetings, site meetings or similar meetings and any other documents that would be helpful in informing the Members of Disputes and other matters.

1.2 The Members must make prompt disclosure from time to time of any new or previously undisclosed circumstance, relationship or dealing, which comes to their attention and which might give rise to a conflict of interest or apprehension of bias.

1.3 Communications between the parties and the IDAR Panel for the purpose of attempting to prevent or resolve Disputes are without prejudice communications and may not be adduced as evidence in any dispute resolution process under the relevant Project Contract.

2. Frequency of regular meetings and site visits

2.1 The frequency and scheduling of meetings and site visits necessary to keep the IDAR Panel properly informed of the project circumstances will generally be agreed between the IDAR Panel and the parties to each Project Contract.

2.2 In the case of a failure to agree between the IDAR Panel and the parties to a Project Contract, the Principal will schedule the meetings and visits as it sees fit.

3. Agenda for regular meetings

3.1 IDAR Panel meetings held for the purposes of briefing and updating the Members on performance and progress of the work under each Project Contract and issues or potential issues between the relevant parties will be held on an in-confidence and without prejudice basis to encourage full and frank disclosure and discussions.

3.2 At the conclusion of the meeting, the IDAR Panel will generally inspect the Project Works and the Construction Site in the company of representatives of both parties to the relevant Project Contract. Any areas of the Project Works or Construction Site that are or may be the subject of any potential Dispute will be pointed out by the parties to the relevant Project Contract.

4. Minutes of meetings

4.1 The Chair will prepare minutes of the regular meetings of the IDAR Panel and these draft minutes will be circulated to the parties of the relevant Project Contract and the Members for comments, additions and corrections.

4.2 In accordance with clause 3.1 above, the minutes of IDAR Panel meetings held will be marked "in-confidence, without prejudice".

4.3 Minutes as amended will be adopted by the relevant parties and the Members at the next meeting.

5. Communications

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

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

6. **Representation**

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

SCHEDULE 3

Appointed panel of Experts

As notified by the Principal in writing.

SCHEDULE 4

Payment procedure

1. Payment claims

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

(a) setting out the value of the services performed in accordance with this Agreement during the relevant month;

(b) calculated in accordance with the Fees and Disbursements Letter for that Member; and

(c) in such form and with such details and supporting documentation as the Principal and the relevant Project Contractor may reasonably require (including details of the time expended by the Member in performing the services).

2. Payment and notification of disputed amounts

(a) Within 20 Business Days after receipt of the account for the month (submitted in accordance with section 1 of this Schedule 4):

(i) the Principal must pay:

(A) the Member's monthly retainer set out in the Fees and Disbursements Letter for that Member; and

(B) the Chair's attendance at the Joint Project Committee as set out in the Fees and Disbursements Letter for the Chair; and

(ii) the Principal and the relevant Project Contractor must each pay each Member [redacted] of the amount claimed by each Member for services performed (other than those in (i) above) during the month which is not disputed.

(b) If the Principal or the relevant Project Contractor disagrees with the amount included in an account submitted by a Member then, within 10 Business Days of receipt of the relevant Member's account, the Principal or the relevant Project Contractor (as applicable) must notify the relevant Member in writing of the reasons for any amount which is disputed (with a copy to the Principal and the relevant Project Contractor).

(c) If the Principal, the relevant Project Contractor and the relevant Member do not resolve the matter within 10 Business Days after the issue of the Principal's or the relevant Project Contractor's written notice, the Principal and the relevant Project Contractor (acting reasonably) must jointly determine the dispute. Any determination by the Principal and the relevant Project Contractor in respect of the amount payable must be given effect to by the Principal, the relevant Project Contractor and the relevant Member unless and until it is reversed or overturned in any subsequent court proceedings.

3. Goods and services tax

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

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

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

FORM OF FEES AND DISBURSEMENTS LETTER

[Date]

[Member details]

Dear [Member]

Fees and Disbursements for IDAR Panel

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

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

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

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

Payment terms

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

Counterparts

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

Acceptance

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

Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:	
_____	_____
Signature of witness	Signature of [insert position]
_____	
Full name of witness	Name of [insert position]

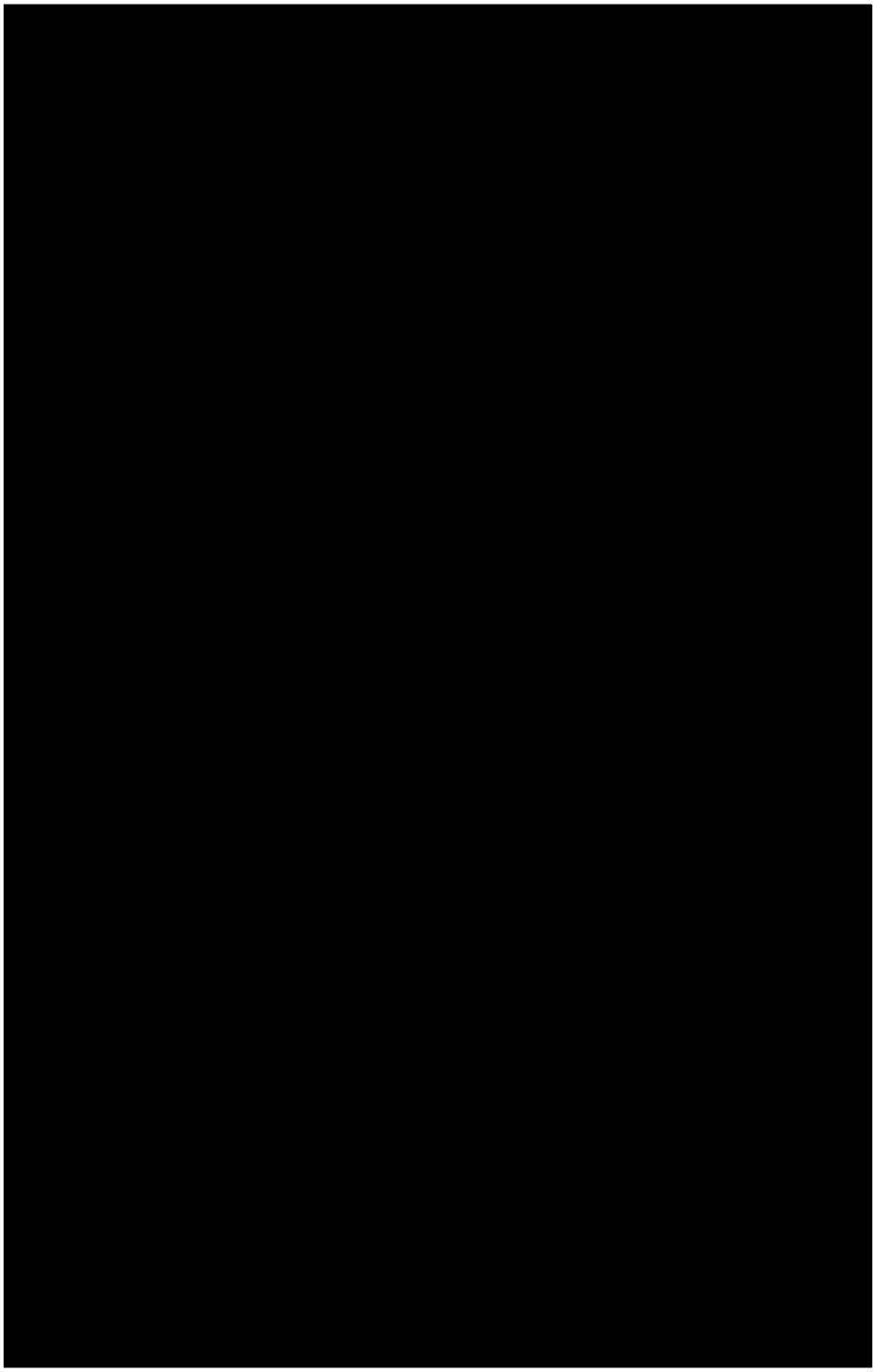
Signed by [**Member**] in the presence of:	
_____	_____
Signature of Witness	Signature
_____	
Name of Witness in full	

Schedule 43 – Forms of Cooperation and Integration Deed

(Clauses 1.1 and 2.11)

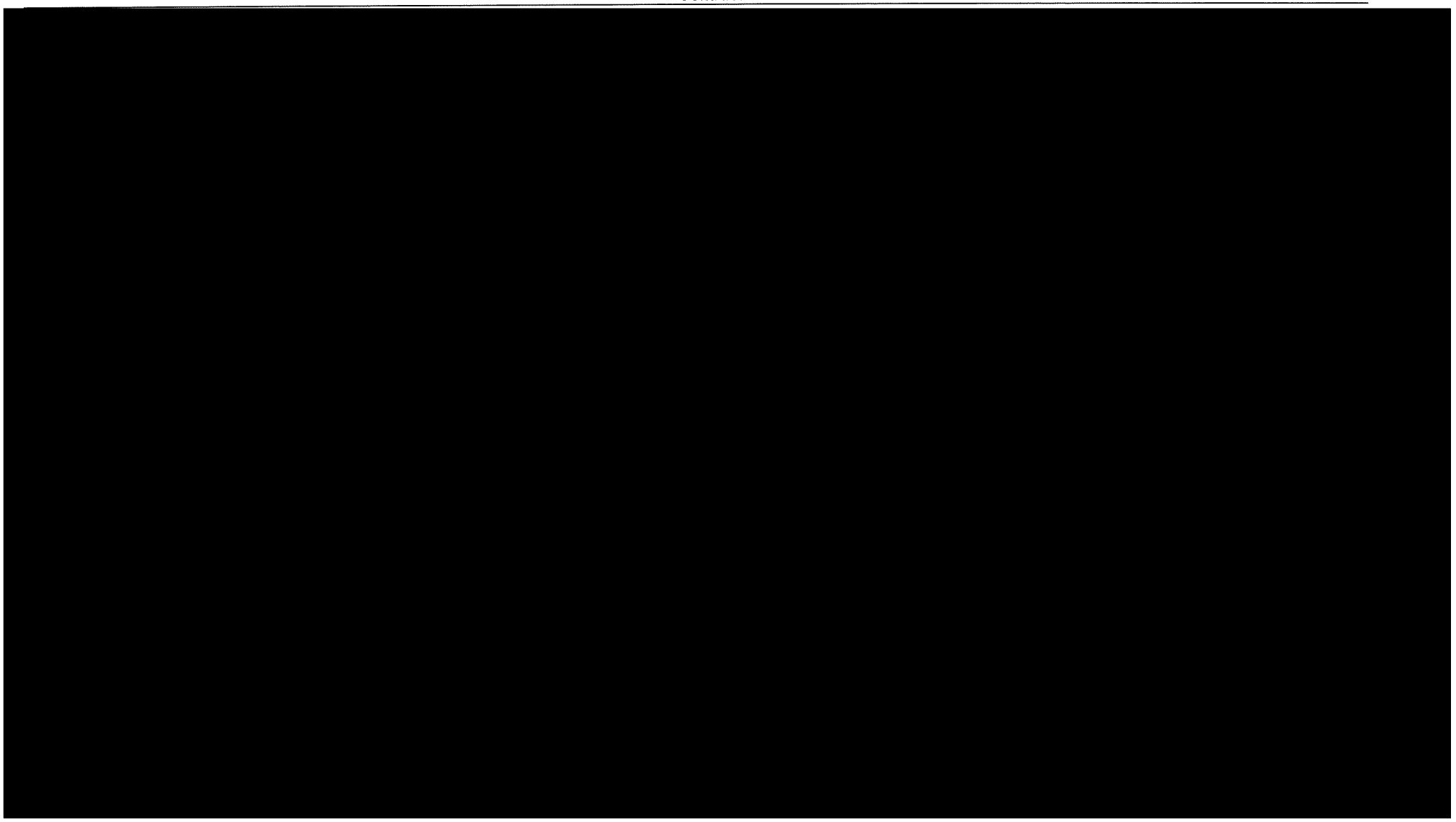
Schedule 44 Provisional Sum Work

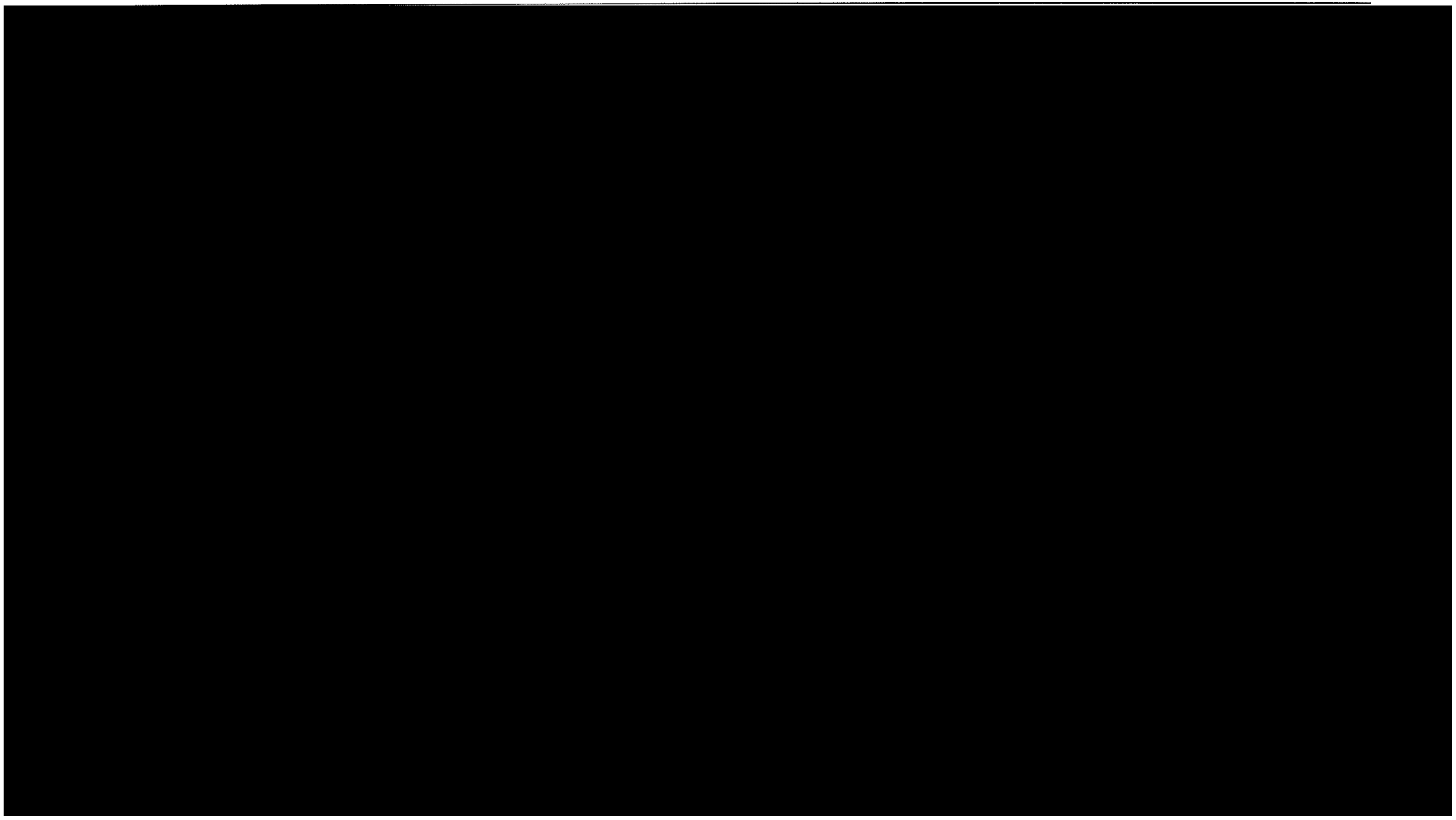
(Clauses 1.1 and 7.3)

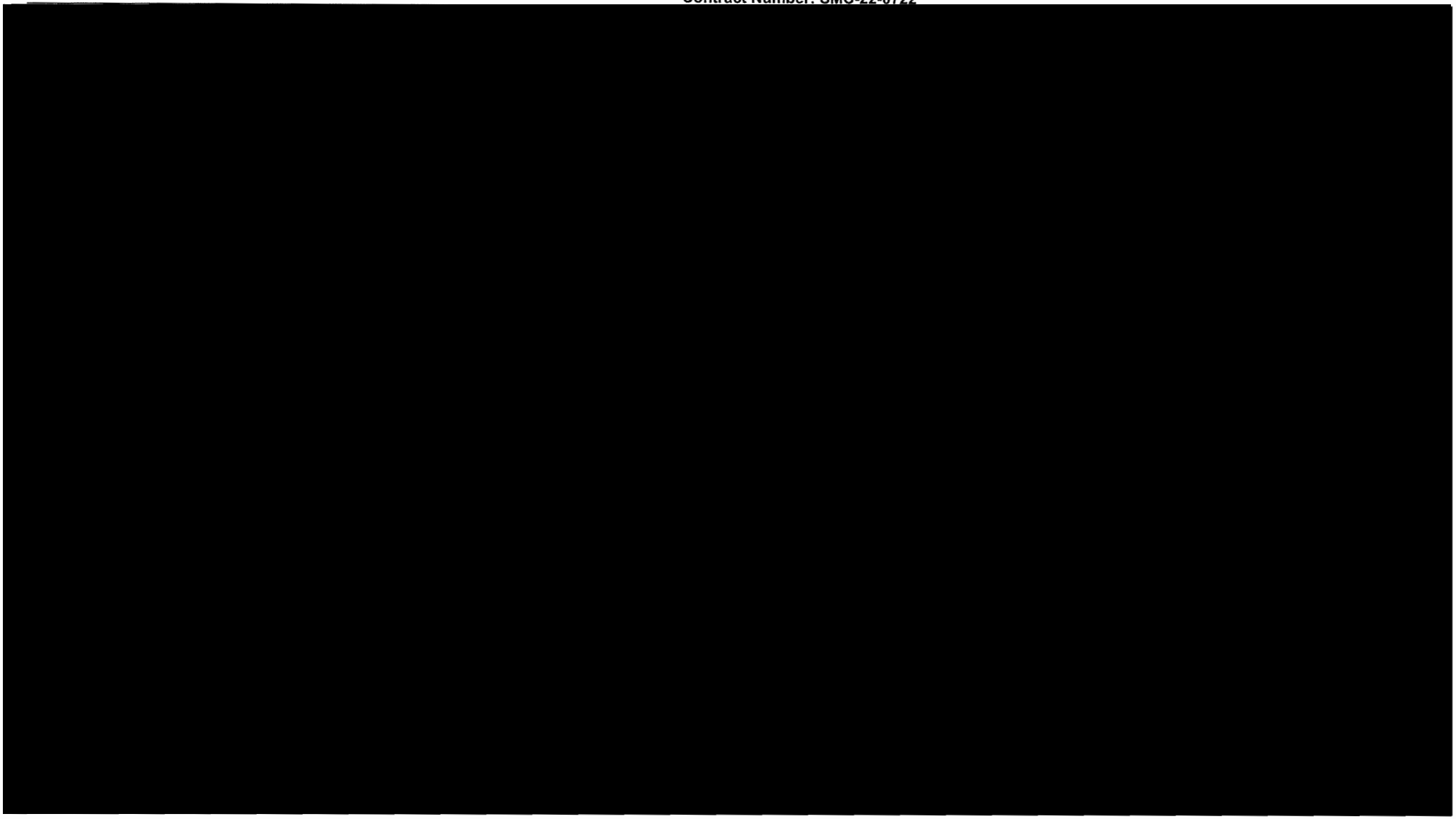


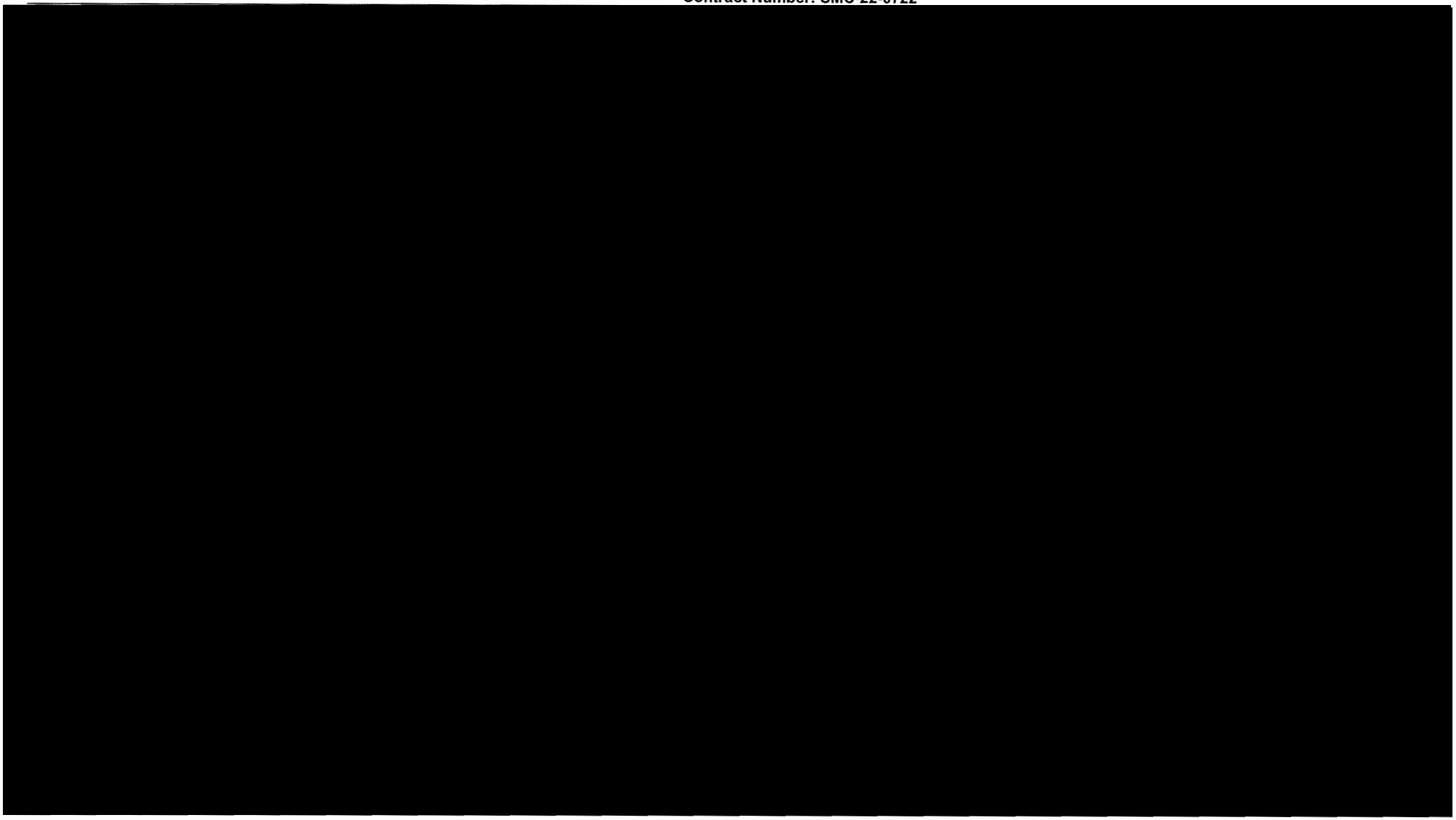
Schedule 45 Bankstown Early Works Design Documentation

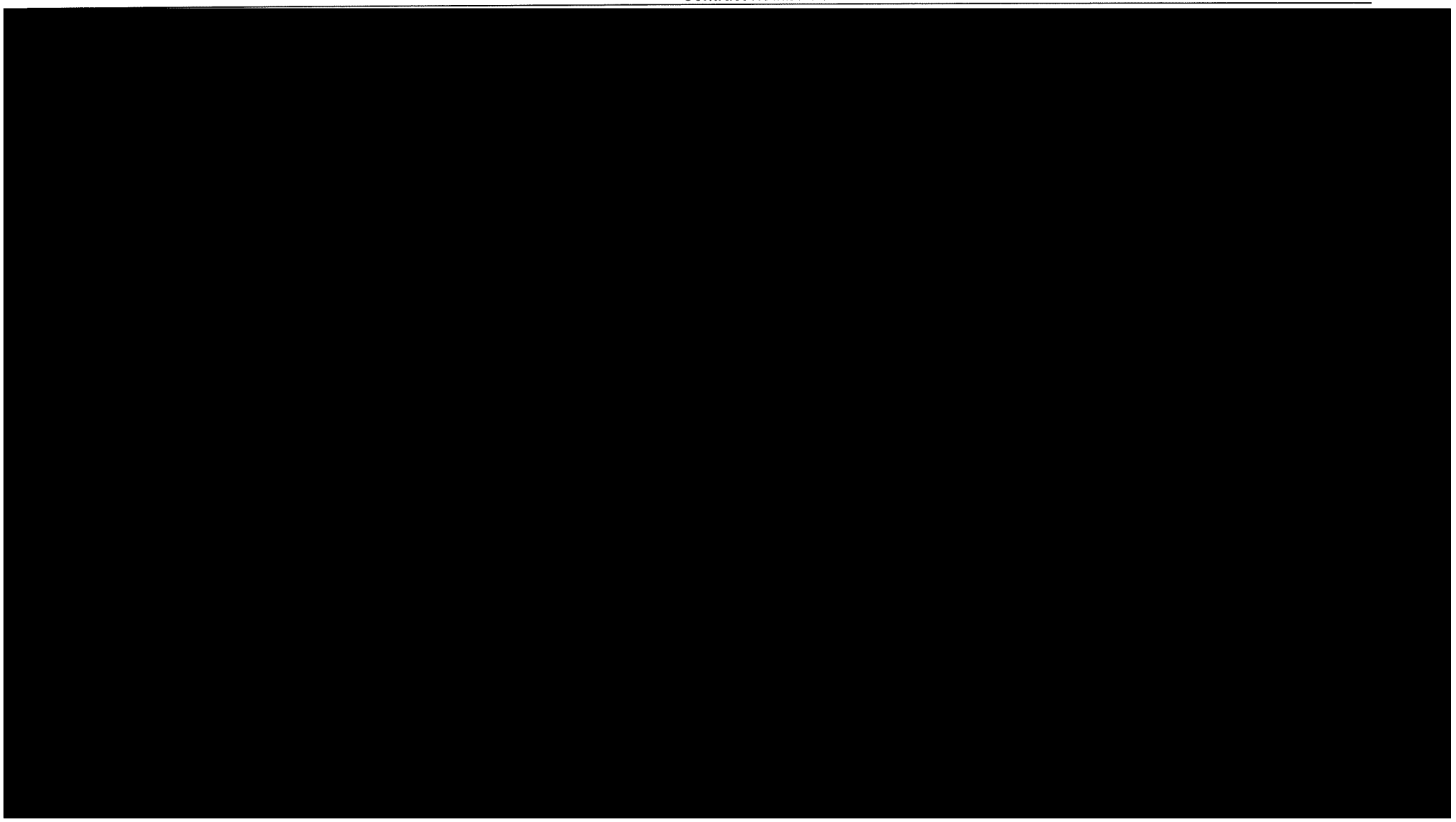
(Clause 1.1)

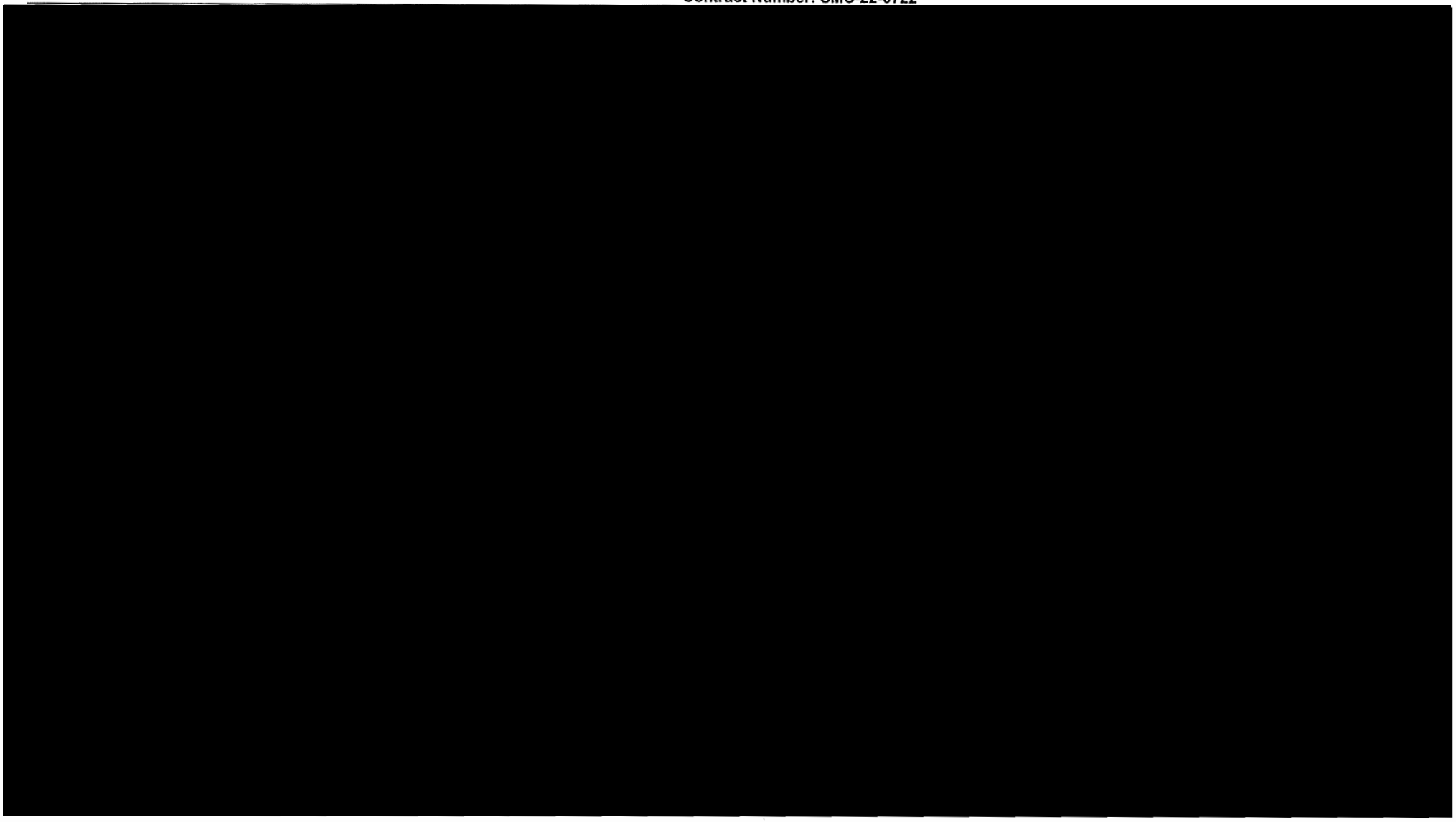


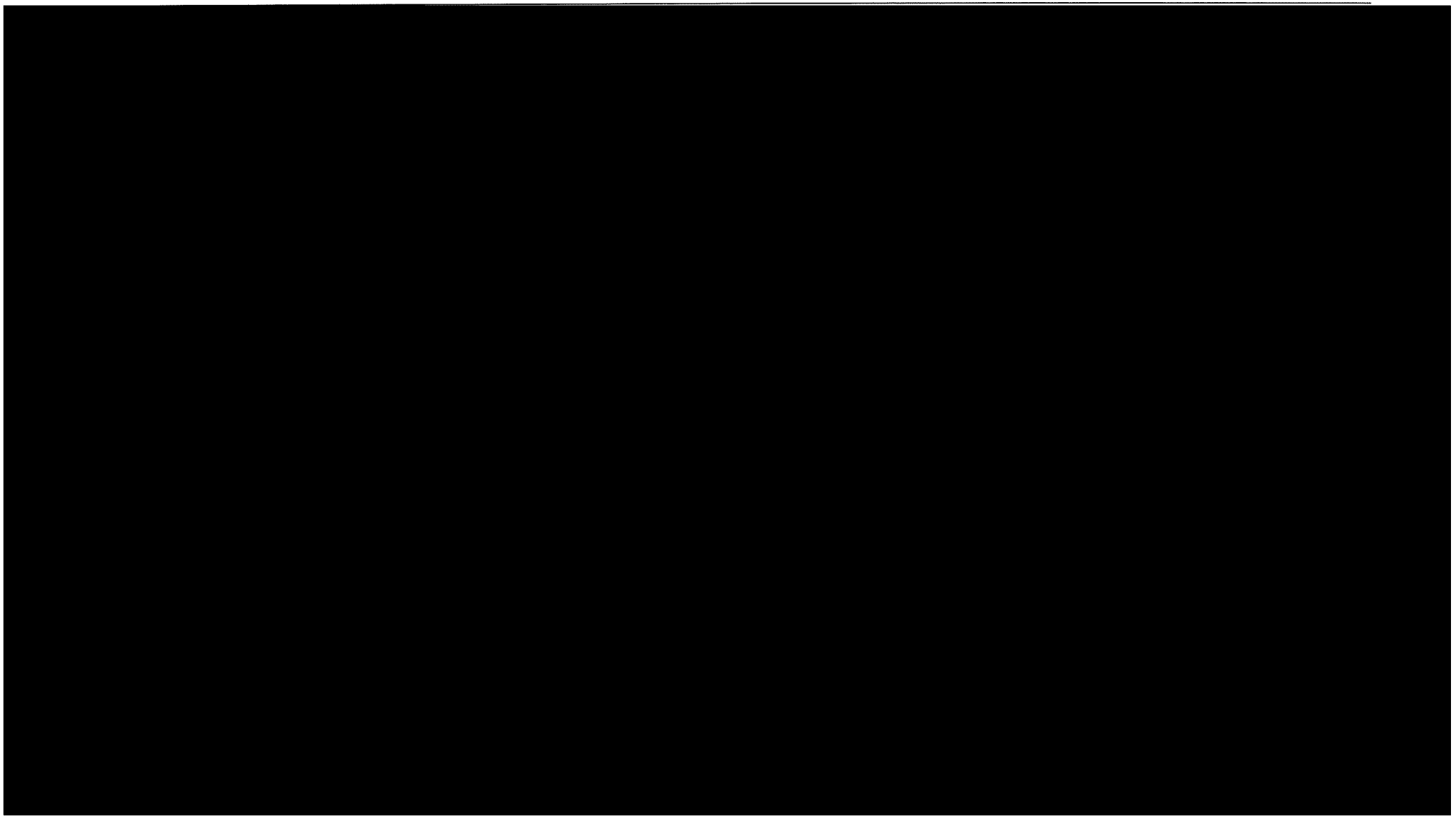


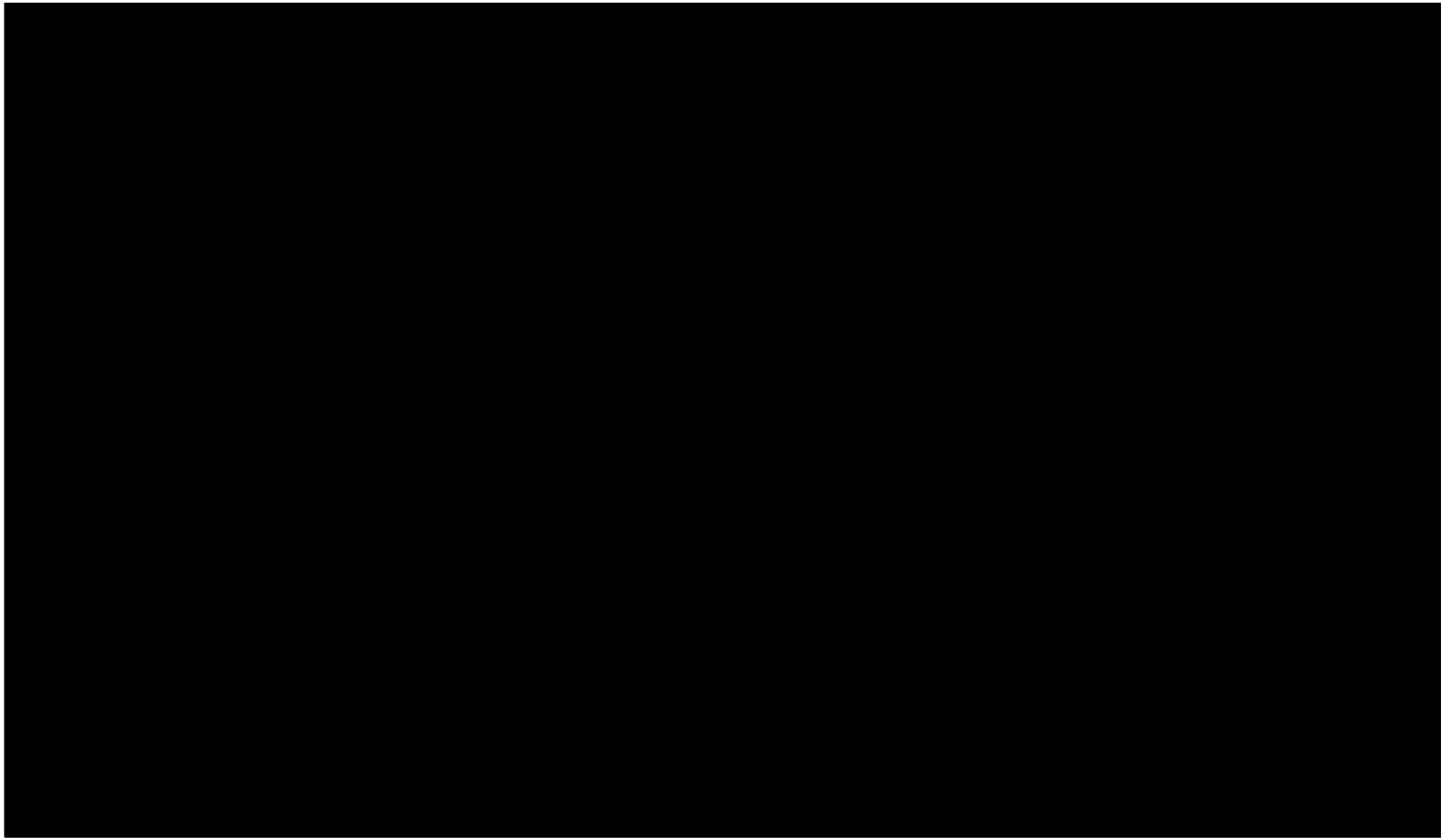


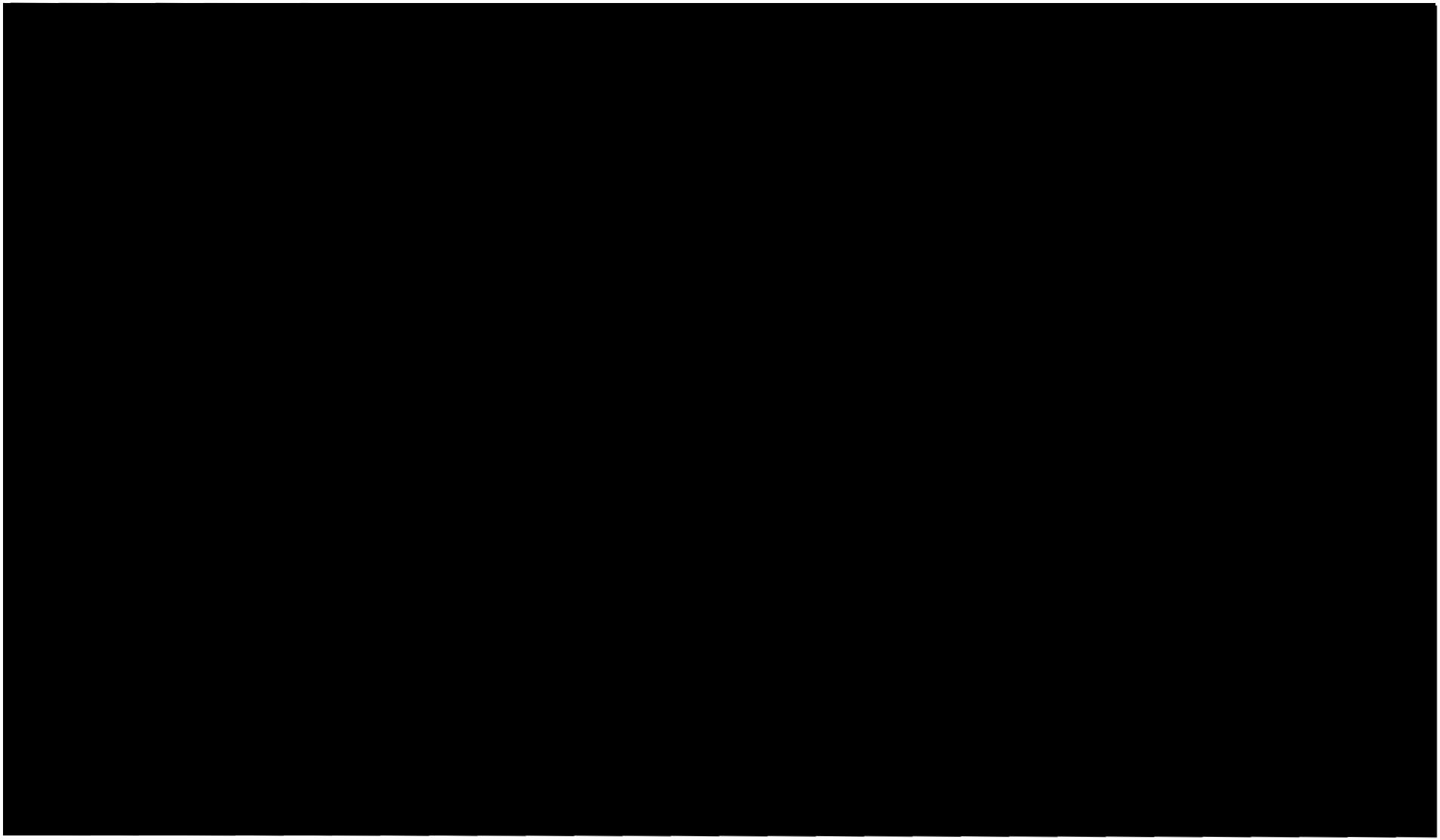


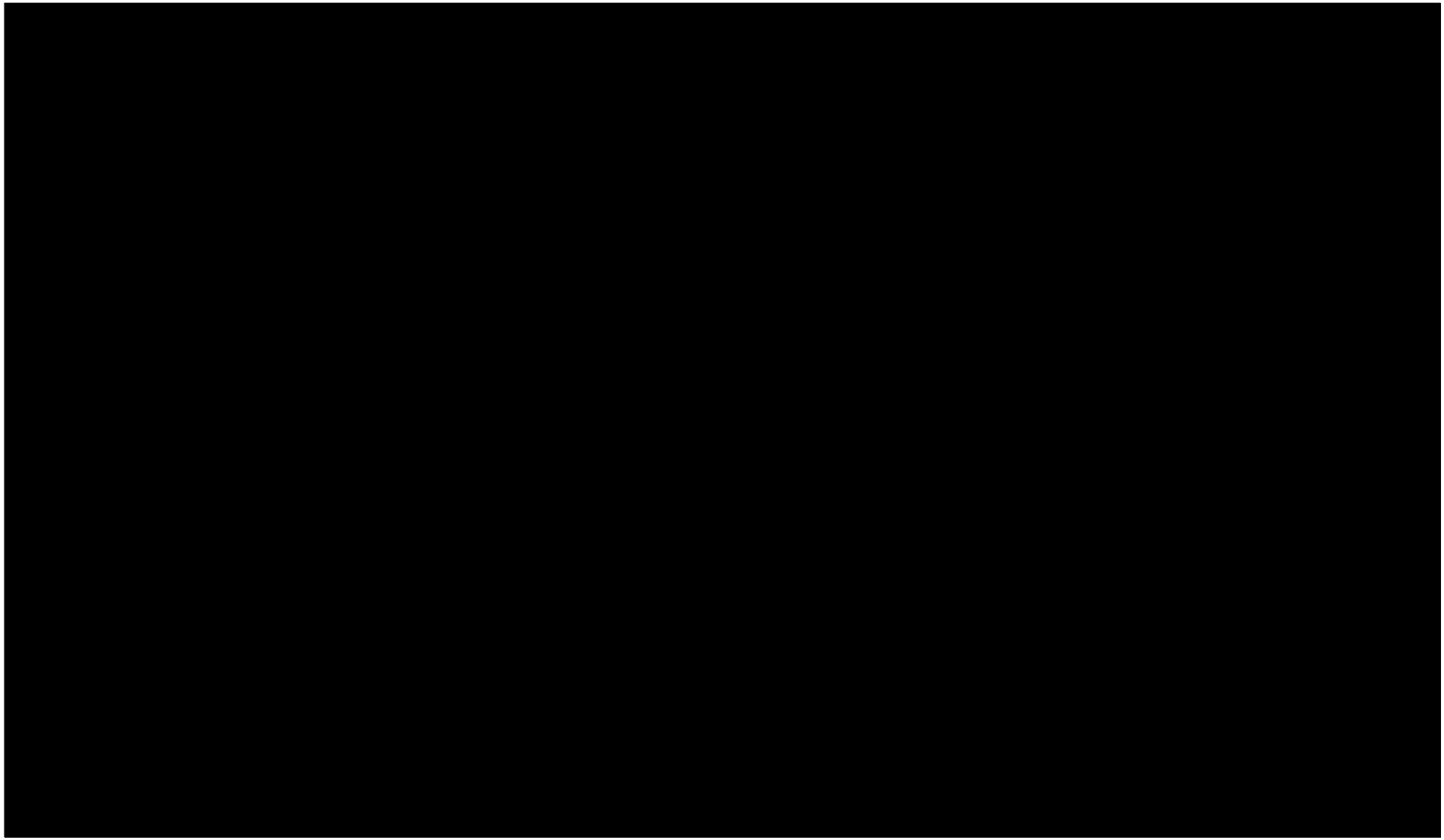












Schedule 47 [redacted]

(Clauses 1.1 and 3.21)

This page is left blank

EXHIBIT A – SCOPE OF WORKS AND TECHNICAL CRITERIA

The Scope of Work and Technical Criteria is included in Exhibit J as an electronic file.

EXHIBIT B – PRINCIPAL'S INSURANCE POLICIES

EXHIBIT C – NOT USED

EXHIBIT D – REPORTS

Documents displayed: All

• - Never viewed or changed since last viewed

** - Added or changed since last login*

Number	Document	Teambinder ref	Transmittal #
Volume 3.04	**D&C Contract Schedule 4 - Action in Complying with Planning Approval and Third Party Agreements Reference Documents**		
Volume	3.04.07 SMCSWSWM-MTM-WEC-HE-REP-000388.D.RVW.D.01		
Volume 4B.03	**Preliminary Designs - Stage 1 Station Overbridge Designs**		
Volume	**Haldon St- Lakemba**		
Volume	SMCSWSWM-MTM-WLS-ST-REP-224804.B.RVW.B.01	SMCSWSWM-MTM-WLS-ST-REP-224804.B.RVW.B.01	SMCSWSW7-SMD-TX-000026
Volume	**Wardell Rd- Dulwich Hill**		
Volume	SMCSWSWM-MTM-WDH-ST-REP-124804.B.RVW.B.01	SMCSWSWM-MTM-WDH-ST-REP-124804.B.RVW.B.01	SMCSWSW7-SMD-TX-000026
Volume	**Canterbury Rd- Canterbury**		
Volume	SMCSWSWM-MTM-WCR-ST-REP-144850.B.RVW.B.01	SMCSWSWM-MTM-WCR-ST-REP-144850.B.RVW.B.01	SMCSWSW7-SMD-TX-000026
Volume	PPS6421 Draft Report-Condition of Canterbury Mains	SMCSWSW7-SMD-WCR-UT-REP-000024	SMCSWSW7-SMD-TX-000029
Volume	**Illawarra Rd- Marrickville**		
Volume	SMCSWSWM-MTM-WMS-ST-REP-114802.B.RVW.B.01	SMCSWSWM-MTM-WMS-ST-REP-114802.B.RVW.B.01	SMCSWSW7-SMD-TX-000026
Volume	**Burwood Rd- Belmore**		
Volume	SMCSWSWM-MTM-WBS-ST-REP-214802.B.RVW.B.01	SMCSWSWM-MTM-WBS-ST-REP-214802.B.RVW.B.01	SMCSWSW7-SMD-TX-000026
Volume	**Duntroon St- Hurlstone Park**		
Volume	SMCSWSWM-MTM-WHP-ST-REP-134803.B.RVW.B.01	SMCSWSWM-MTM-WHP-ST-REP-134803.B.RVW.B.01	SMCSWSW7-SMD-TX-000026
Volume	**Punchbowl Rd- Punchbowl**		
Volume	SMCSWSWM-MTM-WPS-ST-REP-244802.B.RVW.B.01	SMCSWSWM-MTM-WPS-ST-REP-244802.B.RVW.B.01	SMCSWSW7-SMD-TX-000026
Volume	**King Georges Rd- Wiley Park**		
Volume	SMCSWSWM-MTM-WWP-ST-REP-234802.A.RVW.A.01	SMCSWSWM-MTM-WWP-ST-REP-23480-B	SMCSWSW7-SMD-TX-000026
Volume	**Comments register**		
Volume	**Sydney Trains**		
Volume	**01- ST- Closed comment registers**		
Volume	SMCSWSWM-STR-WEC-HF-REP-000605.01.COO.01.01	SMCSWSW7-SMD-1NL-ST-DVR-000022	SMCSWSW7-SMD-TX-000026
Volume	HF Report	SMCSWSWM-MTM-WEC-HF-REP-000002	SMCSWSW7-SMD-TX-000022
Volume	**Other Supporting Documents**		
Volume	**Human Factors**		
Volume	SMCSWSWM-MTM-WEC-HF-REP-000002.D.RVW.D.01	SMCSWSWM-MTM-WEC-HF-REP-000002	SMCSWSW7-SMD-TX-000022
Volume	**Quantitative Risk Assessments**		
Volume	QRA- Corridor Bridges	SMCSWSWM-MTM-WEC-ID-REP-104009	SMCSWSW7-SMD-TX-000021
Volume 4B.03.11.02.02	QRA- Non Bridges	SMCSWSWM-MTM-WEC-ID-REP-104005	SMCSWSW7-SMD-TX-000021
Volume	QRA-Package 4- Lakemba_Marrickville_Canterbury	SMCSWSWM-MTM-WEC-ID-REP-104006	SMCSWSW7-SMD-TX-000021
Volume	QRA-Package 5- Wardell_Beamish_Punchbowl	SMCSWSWM-MTM-WEC-ID-REP-104008	SMCSWSW7-SMD-TX-000021
Volume	QRA-Package 6- King Georges, Burwood, Duntroon	SMCSWSWM-MTM-WEC-ID-REP-104007	SMCSWSW7-SMD-TX-000021
Volume	SUMMARY QRA Report-104010.C.RVW.C.01	SMCSWSWM-MTM-WEC-ID-REP-104010	SMCSWSW7-SMD-TX-000021
Volume	**Road Safety Audits**		
Volume	SMCSWSWM-MTM-WBS-CE-REP-213002.00.INF.00.01	SMCSWSWM-MTM-WBS-CE-REP-213002.00.INF.00.01	SMCSWSW7-SMD-TX-000030
Volume	SMCSWSWM-MTM-WCR-CE-REP-443001.00.INF.00.01	SMCSWSWM-MTM-WCR-CE-REP-443001.00.INF.00.01	SMCSWSW7-SMD-TX-000030
Volume	SMCSWSWM-MTM-WDH-CE-REP-423001.00.INF.00.01	SMCSWSWM-MTM-WDH-CE-REP-423001.00.INF.00.01	SMCSWSW7-SMD-TX-000030
Volume	SMCSWSWM-MTM-WEC-CE-REP-103001	SMCSWSWM-MTM-WEC-CE-REP-103000	SMCSWSW7-SMD-TX-000030
Volume	SMCSWSWM-MTM-WEC-CE-REP-103002	SMCSWSWM-MTM-WEC-CE-REP-103000	SMCSWSW7-SMD-TX-000030
Volume	SMCSWSWM-MTM-WEC-CE-REP-103004	SMCSWSWM-MTM-WEC-CE-REP-103000	SMCSWSW7-SMD-TX-000030
Volume	SMCSWSWM-MTM-WEC-CE-REP-103012	SMCSWSWM-MTM-WEC-CE-REP-103000	SMCSWSW7-SMD-TX-000030
Volume	SMCSWSWM-MTM-WEC-CE-REP-103034	SMCSWSWM-MTM-WEC-CE-REP-103000	SMCSWSW7-SMD-TX-000030
Volume	SMCSWSWM-MTM-WHP-CE-REP-433001.00.INF.00.01	SMCSWSWM-MTM-WHP-CE-REP-433001.00.INF.00.01	SMCSWSW7-SMD-TX-000030
Volume	SMCSWSWM-MTM-WLS-CE-REP-473001.00.INF.00.01	SMCSWSWM-MTM-WLS-CE-REP-473001.00.INF.00.01	SMCSWSW7-SMD-TX-000030
Volume	SMCSWSWM-MTM-WMS-CE-REP-413001.00.INF.00.01	SMCSWSWM-MTM-WMS-CE-REP-413001.00.INF.00.01	SMCSWSW7-SMD-TX-000030
Volume	SMCSWSWM-MTM-WPS-CE-REP-493001.00.INF.00.01	SMCSWSWM-MTM-WPS-CE-REP-493001.00.INF.00.01	SMCSWSW7-SMD-TX-000030
Volume	SMCSWSWM-MTM-WWP-CE-REP-483001.00.INF.00.01	SMCSWSWM-MTM-WWP-CE-REP-483001.00.INF.00.01	SMCSWSW7-SMD-TX-000030
VOL 5.02.02	**Corridor Bridge As-Built Info Only**		
VOL 5.02.02.01	**Livingstone Rd Over Bridge**		
VOL	SMCSWSSJ-JHL-WEC-ST-REP-006674.A.INF.A.01	SMCSWSW7-SMD-MTD-ST-DWG-000048	SMCSWSW7-SMD-TX-000063
VOL 5.02.03	**SMDS Designs Info Only**		
Stacey	**St OB**		
Appendix	C - Stacey Street Stg1 Shared Path Bridge Concept Structure Dra...	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
Mageba	HP Bearing	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
stacey	street bridge TfNSW proposal	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
Stacey	Street Meeting Minutes CIRA 21-2-22	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL 5.02.03.01	**Stacey Street Over Bridge**		
VOL	Mageba HP Bearing	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	Stacey Street Bridge TfNSW proposal	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL 5.02.04	**TfNSW Stacey St Bridge**		
VOL 5.02.04.01	**Barrier Works**		
VOL	5.02.04.01.02 Appendix G - Western Barrier and Throw Screen Sketch GHD May 2021	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	5.02.04.01.04 DPK 104 stacey street northbound barrier safety screen design	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	5.02.04.01.05 DPK 204 typical safety scrrenn details	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	5.02.04.01.06 JHLOR Markup - Western Barrier and Throw Screen Sketch	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	northbound rsamp concept memo	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	DPK 104 design report	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL 5.02.04.02	**Bearing and Strengthening**		
VOL	Appendix A - 501623-DWG-CONCEPT DESIGN	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	Appendix A - Concept Design Report	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	Appendix B - B00584 bridge load rating report Rev8 Aurecon Feb 2020	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	Appendix C - Stacey Street Stg1 Shared Path Bridge	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	Appendix D - Stacey Street Stg1 Concept Structures Report GHD	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	**Appendix E CAD Shred Path Bridge**		
VOL	5.02.04.02.06.01 21-27962-XST-PLN-01_RAIL_PEDO	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	5.02.04.02.06.02 21-27962-XST-PLN-01_RET_WALLS	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	Appendix F - 21-27962-DC-UT-3600-UTILITY_PLANS	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	Appendix G - Western Barrier and Throw Screen Sketch GHD May 2021 (1)	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	Appendix H - Stacey St Retaining Wall Condition Assessment Report _Rev A	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	Appendix I - DRAFT Consistency assessment report template	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	Appendix J - Stacey Street Stage 1 REF_FINAL Noise Assessment	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL	Appendix K - SM Briefing - 02.08.2021	SMCSWSW7-SMD-PTB-CE-REP-000025	SMCSWSW7-SMD-TX-000031
VOL 5.03	**SWM_SMC-22-0722_EVM_RFT_Vol_5_ID-03- Extra works**		
VOL 5.03.02	**Duntroon Works**		
VOL 5.03.02.03	SMCSWSWM-MTM-ST-REP-134801 Inspection Report	SMCSWSWM-MTM-WHP-ST-REP-134801	SMCSWSW7-SMD-TX-000024
VOL 5.03.03	**Signal Hut Canterbury Works**		
VOL 5.03.03.01	**Point Cloud**		
VOL 5.03.03.02	CANTERBURY SIGNAL BOX REPORT_FINAL	SMCSWSW7-SMD-1NL-CE-REP-000032	SMCSWSW7-SMD-TX-000044
VOL 5.03.03.03	FENCING ADJACENT CANTERBURY HERITAGE SIGNAL BOX	SMCSWSW7-SMD-1NL-CE-REP-000032	SMCSWSW7-SMD-TX-000044
VOL 5.09	**SWM_SMC-22-0722_EVM_RFT_Vol_5_ID-09- Safety Assurance Statements**		
VOL 5.09.01	SMCSWSWM-MTM-WBS-SA-REP-000001.D. BELMORE	SMCSWSWM-MTM-WBS-SA-REP-000001	SMCSWSW7-SMD-TX-000127
VOL 5.09.02	SMCSWSWM-MTM-WCR-SA-REP-000001.D.CANTERBURY	SMCSWSWM-MTM-WCR-SA-REP-000001	SMCSWSW7-SMD-TX-000127
VOL 5.09.03	SMCSWSWM-MTM-WDH-SA-REP-000002.D.DHILL	SMCSWSWM-MTM-WDH-SA-REP-000002	SMCSWSW7-SMD-TX-000127
VOL 5.09.04	SMCSWSWM-MTM-WHP-SA-REP-000001.D.HPARK	SMCSWSWM-MTM-WHP-SA-REP-000001	SMCSWSW7-SMD-TX-000127
VOL 5.09.05	SMCSWSWM-MTM-WLS-SA-REP-000001.D.LAKEMBA	SMCSWSWM-MTM-WLS-SA-REP-000001	SMCSWSW7-SMD-TX-000127
VOL 5.09.06	SMCSWSWM-MTM-WMS-SA-REP-000001.D.MARRICK	SMCSWSWM-MTM-WMS-SA-REP-000001	SMCSWSW7-SMD-TX-000127
VOL 5.09.07	SMCSWSWM-MTM-WPS-SA-REP-000001.D.PUNCH	SMCSWSWM-MTM-WPS-SA-REP-000001	SMCSWSW7-SMD-TX-000127
VOL 5.09.08	SMCSWSWM-MTM-WWP-SA-REP-000001.D.WILEY	SMCSWSWM-MTM-WWP-SA-REP-000001	SMCSWSW7-SMD-TX-000127
VOL 5.10	**SWM_SMC-22-0722_EVM_RFT_Vol_5_ID-10- HVM**		
VOL 5.10.01	**Specifications**		
VOL 5.10.01.01	Hostile Vehicle Briefing Note	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.01.02	SM_18_000302121 Security Management Plan	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.02	**Concept Sketches (Superseded)**		
VOL 5.10.02.01	Burwood Rd. OB HVM Concept Sketch and Visualisation	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.02.02	Canterbury Rd OB_HVM Concept Sketch and Visualisations	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129

VOL 5.10.02.03	Duntroon St. OB HVM Concept Sketch and Visualisation	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.02.04	Illawarra Rd OB_HVM Concept Sketch and Visualisations	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.02.05	King Georges Rd. OB HVM Concept Sketch and Visualisation	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.03	**VDAs**		
VOL 5.10.03.01	Belmore-MTM-WBS-ST-REP-214801.A.INF.A.01	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.03.02	Campsie-MTM-WCS-ST-REP-154802.A.INF.A.01	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.03.03	Canterbury-MTM-WCR-ST-REP-144803.A.INF.A.01	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.03.04	Dulwich Hill-MTM-WDH-ST-REP-124803.A.INF.A.01	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.03.05	Hurlstone Park-MTM-WHP-ST-REP-134802.A.INF.A.01	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.03.06	Lakemba-MTM-WLS-ST-REP-224803.A.INF.A.01	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.03.07	Marrickville-MTM-WMS-ST-REP-114801.A.INF.A.01	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.03.08	Metro Comments sheet HVM Submission MASTER	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.03.09	Punchbowl-MTM-WPS-ST-REP-244801.A.INF.A.01	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.03.10	Wiley Park-MTM-WWP-ST-REP-234801.A.INF.A.01	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.04	**PowerPoint Slides of Solutions (Superseded)**		
VOL 5.10.04.01	21A_125.1 PP-001 RevA (Cbury)	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.04.02	21A_125.1 PP-002 RevA (MVille)	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.04.03	21A_125.1 PP-003 RevA (HStoneP)	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.04.04	21A_125.1 PP-004 RevA (BEL)	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.04.05	21A_125.1 PP-005 RevA (WLP)	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.04.06	21A_125.1 PP-006 RevA (DWH)	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.04.07	21A_125.1 PP-007 RevA (CAM)	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.04.08	21A_125.1 PP-008 RevA (PBL)	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.04.09	21A_125.1 PP-009 RevA (LAK)	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.05	**Construction Workshops (Superseded)**		
VOL 5.10.05.01	SMCSWSWM-MTM-WBS-ID-PPT-002350.A.INF.A.01	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.05.02	SMCSWSWM-MTM-WCS-ID-PPT-002354.A.INF.A.01	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.05.03	SMCSWSWM-MTM-WLS-ID-PPT-002355.A.INF.A.01	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.05.04	SMCSWSWM-MTM-WPS-ID-PPT-002356.A.INF.A.01	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.06	**Feasibility Cost Study Plan (Superseded)**		
VOL 5.10.06.01	Feasibility Study Cost Plan_Belmore Station DRAFT	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.06.02	Feasibility Study Cost Plan_Campsie Station_DRAFT 2	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.06.03	Feasibility Study Cost Plan_Canterbury Station DRAFT	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.06.04	Feasibility Study Cost Plan_Dulwich Hill_DRAFT	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.06.05	Feasibility Study Cost Plan_Hurlstone Park Station_DRAFT	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.06.06	Feasibility Study Cost Plan_Lakemba Station_DRAFT 2	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.06.07	Feasibility Study Cost Plan_Marrickville_Station_DRAFT	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.06.08	Feasibility Study Cost Plan_Punchbowl_DRAFT	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.06.09	Feasibility Study Cost Plan_Wiley Park_DRAFT	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.06.10	Metro Comments sheet HVM Submission 2	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.07	**Final Concept Designs**		
VOL 5.10.07.01	HVM designs 22-8-22	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.07.02	HVM review Oct 2022_Transport Planning comments to include in ECI	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.10.08	**Transport Planning Comments on Final Concepts**		
VOL 5.10.08.01	HVM review Oct 2022_Transport Planning	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL	5.10.09.01 CIRA WGroup- Notes Email thread	SMCSWSW7-SMD-1NL-CE-REP-000045 & SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000060 and SMCSWSW7-SMD-TX-000129
VOL	5.10.09.02 Complete CIRA WGroup- notes 21SEP22	SMCSWSW7-SMD-1NL-CE-REP-000045 & SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000060 and SMCSWSW7-SMD-TX-000129
VOL	5.10.09.03 HVM Memo- post workshop	SMCSWSW7-SMD-1NL-CE-REP-000045 & SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000060 and SMCSWSW7-SMD-TX-000129
VOL 5.11	**SWM_SMC-22-0722_EVM_RFT_Vol_5_ID-11-2022 Technical Advice Notes**		
VOL 5.11.01	SMCSWSWM-SMD-1NL-ST-REP-001327.B.REV.B.01 Illawarra	SMCSWSWM-SMD-1NL-ST-REP-001327	SMCSWSW7-SMD-TX-000043
VOL 5.11.02	SMCSWSWM-SMD-BTL-ST-REP-001463.B.REV.B.01 Moreton	SMCSWSWM-SMD-BTL-ST-REP-001463	SMCSWSW7-SMD-TX-000043
VOL 5.11.03	SMCSWSWM-SMD-DTH-ST-REP-001464.B.REV.B.01 Garnet	SMCSWSWM-SMD-DTH-ST-REP-001464	SMCSWSW7-SMD-TX-000043
VOL 5.11.04	SMCSWSWM-SMD-HTC-ST-REP-001421.B.REV.B.01 Melford	SMCSWSWM-SMD-HTC-ST-REP-001421	SMCSWSW7-SMD-TX-000043
VOL 5.11.05	SMCSWSWM-SMD-MTD-ST-REP-001393.B.REV.B.01 Albermarle	SMCSWSWM-SMD-MTD-ST-REP-001393	SMCSWSW7-SMD-TX-000043
VOL 5.11.06	SMCSWSWM-SMD-PTB-ST-REP-001486.B.REV.B.01 Stacey	SMCSWSWM-SMD-PTB-ST-REP-001486	SMCSWSW7-SMD-TX-000043
VOL 5.11.07	SMCSWSWM-SMD-WBS-ST-REP-001462.A.REV.A.01 Burwood	SMCSWSWM-SMD-WBS-ST-REP-001462	SMCSWSW7-SMD-TX-000043
VOL 5.11.08	SMCSWSWM-SMD-WBS-ST-REP-001462.B.REV.B.01 Burwood	SMCSWSWM-SMD-WBS-ST-REP-001462	SMCSWSW7-SMD-TX-000043
VOL 5.11.09	SMCSWSWM-SMD-WCR-ST-REP-001397.B.REV.B.01 Canterbury	SMCSWSWM-SMD-WCR-ST-REP-001397	SMCSWSW7-SMD-TX-000043
VOL 5.11.10	SMCSWSWM-SMD-WDH-ST-REP-001394.B.REV.B.01 Wardell	SMCSWSWM-SMD-WDH-ST-REP-001394	SMCSWSW7-SMD-TX-000043
VOL 5.11.11	SMCSWSWM-SMD-WEC-ST-REP-001313.B.REV.B.01 Bridges Corridor wide	SMCSWSWM-SMD-WEC-ST-REP-001313	SMCSWSW7-SMD-TX-000043
VOL 5.11.12	SMCSWSWM-SMD-WEC-ST-REP-001415.B.REV.B.01 Livingstone	SMCSWSWM-SMD-WEC-ST-REP-001415	SMCSWSW7-SMD-TX-000043
VOL 5.11.13	SMCSWSWM-SMD-WEC-ST-REP-001453.B.REV.B.01 Loch	SMCSWSWM-SMD-WEC-ST-REP-001453	SMCSWSW7-SMD-TX-000043
VOL 5.11.14	SMCSWSWM-SMD-WEC-ST-REP-001493.B.REV.B.01 Methodology	SMCSWSWM-SMD-WEC-ST-REP-001493	SMCSWSW7-SMD-TX-000043
VOL 5.11.15	SMCSWSWM-SMD-WEC-ST-REP-001524.A.REV.A.01 Summary Report	SMCSWSWM-SMD-WEC-ST-REP-001524	SMCSWSW7-SMD-TX-000043
VOL 5.11.16	SMCSWSWM-SMD-WHP-ST-REP-001395.B.REV.B.01 Duntroon	SMCSWSWM-SMD-WHP-ST-REP-001395	SMCSWSW7-SMD-TX-000043
VOL 5.11.17	SMCSWSWM-SMD-WLS-ST-REP-001361.B.REV.B.01 Haldon	SMCSWSWM-SMD-WLS-ST-REP-001361	SMCSWSW7-SMD-TX-000043
VOL 5.11.18	SMCSWSWM-SMD-WPS-ST-REP-001480.B.REV.B.01 Punchbowl	SMCSWSWM-SMD-WPS-ST-REP-001480	SMCSWSW7-SMD-TX-000043
VOL 5.11.19	SMCSWSWM-SMD-WWP-ST-REP-001458.B.REV.B.01 King Georges	SMCSWSWM-SMD-WWP-ST-REP-001458	SMCSWSW7-SMD-TX-000043
VOL 5.11.20	SMCSWSWM-SMD-WEC-ST-REP-001691.B.AMP	SMCSWSWM-SMD-WEC-ST-REP-001691	SMCSWSW7-SMD-TX-000043
VOL 5.13	**SWM_SMC-22-0722_EVM_RFT_Vol_5_ID-13-SSI Application**		
VOL 5.13.01	CSSI_Application_8256_Sydenham_to_Bankstown_Planning_MOD_1_October_2020	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.14	SWM_SMC-22-0722_EVM_RFT_Vol_5_ID-14_CSW_Engineering_Design_Assurance_Management_Plan	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.15	**SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-15_Geotechnical Reports**		
VOL	5.15.01 01- SMCSWSWM-SMD-WEC-GE-REP-000214.A.INF.A.01	SMCSWSWM-SMD-WEC-GE-REP-000214	SMCSWSW7-SMD-TX-000027
VOL	5.15.03 03- SMCSWSWM-MTM-WEC-GE-REP-000902.A.INF.A.01	SMCSWSWM-MTM-WEC-GE-REP-000902	SMCSWSW7-SMD-TX-000027
VOL	5.15.04 04- Appendix B.1 WSP, AECOM - Geotechnical Interpretive Report - Reference Design	SMCSWSSC-SMD-CSW-CT-SCH-000024	SMCSWSW7-SMD-TX-000027
VOL	5.15.06 06- SMCSWSSJ-JHL-WEC-GE-REP-002328.A.RVW.A.01 Tranche 1C Factual	SMCSWSSJ-JHL-WEC-GE-REP-002328	SMCSWSW7-SMD-TX-000027
VOL	5.15.07 07- SMCSWSSJ-JHL-WEC-GE-REP-001795.A.RVW.A.01 Tranche 1B	SMCSWSSJ-JHL-WEC-GE-REP-001795	SMCSWSW7-SMD-TX-000027
VOL	5.15.08 08- ADE- Geotechnical Data Report	SMCSWSSJ-JHL-WEC-GE-REP-001691	SMCSWSW7-SMD-TX-000027
VOL	5.15.09 09- SMCSWSSJ-JHL-WEC-GE-REP-002329.A.RVW.A.01 Tranche 1C Stations	SMCSWSSJ-JHL-WEC-GE-REP-002329	SMCSWSW7-SMD-TX-000027
VOL	5.15.11 20449031-001-R-RevA_Bankstown Line BRA Geotechnical 2021	SMCSWSW7-SMD-1NL-CE-REP-000023	SMCSWSW7-SMD-TX-000027
VOL	5.15.12 BAC Geotechnical factual Report	SMCSWSSJ-JHL-WBK-GE-REP-006532	SMCSWSW7-SMD-TX-000027
VOL	5.15.13 SMCSWSWM-MTM-WEC-GE-REP-000411.B.INF.B.02 Corridor Internal Memo	SMCSWSWM-MTM-WEC-GE-REP-000411	SMCSWSW7-SMD-TX-000027
VOL	5.15.14 Sydenham To Bankstown - DPK 103 - Civil Engineering Report Stage 2	SMCSWSWM-MTM-WEC-CE-REP-103000	SMCSWSW7-SMD-TX-000027
VOL 5.17	**SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-17_Possession Calendars**		
VOL 5.18	SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-18_ITW_Introduction_BLANK	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.19.01	SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-19_iga-surface-transport-security (Q #9883)	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.19.02	SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-19_TfNSW TS 049921.0 Surface Transport Fixed Infrastructure Physical Securit	SMCSWSW7-SMD-1NL-CE-REP-000070	SMCSWSW7-SMD-TX-000129
VOL 5.20	**SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-20_SWTC Supporting Information Documents (Q #4744)**		
VOL	5.18.03 SMCSWSWM-SMD-WEC-CE-REP-001542.B.REV.B.01		
VOL 5.23	SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-23_NWRLSRT-GAE-WEC-PL-REP-000037.F.01.RVW (Q#3745)	SMCSWSW7-SMD-1NL-TF-REP-000060	SMCSWSW7-SMD-TX-000085
VOL 5.24	SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-24_SMCSWSSJ-JHL-WEC-EM-REC-005766.D.INF.D.02 (Q#3745)	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.25	SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-25_SMCSWSSJ-JHL-WEC-TF-PLN-005794.C.RVW.C.01 (Q#3745)	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.26	**SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-26_Metron Stage 1 Design Condition Inspection Reports**		
VOL	5.26.01 SMCSWSWM-MTM-WCR-ST-REP-144801.00.AFC.00.01	SMCSWSWM-MTM-WCR-ST-REP-144801	SMCSWSW7-SMD-TX-000023
VOL	5.26.02 SMCSWSWM-MTM-WCR-ST-REP-144802.00.AFC.00.01	SMCSWSWM-MTM-WCR-ST-REP-144802	SMCSWSW7-SMD-TX-000023
VOL	5.26.03 SMCSWSWM-MTM-WDH-ST-REP-124802.00.AFC.00.01	SMCSWSWM-MTM-WDH-ST-REP-124802	SMCSWSW7-SMD-TX-000042
VOL	5.26.04 SMCSWSWM-MTM-WEC-ST-REP-104005.A.RVW.A.01 (1)	SMCSWSWM-MTM-WEC-ST-REP-104005	SMCSWSW7-SMD-TX-000042
VOL	5.26.05 SMCSWSWM-MTM-WHP-ST-REP-134801.00.AFC.00.01	SMCSWSWM-MTM-WHP-ST-REP-134801	SMCSWSW7-SMD-TX-000042
VOL	5.26.06 SMCSWSWM-MTM-WLS-ST-REP-224801.00.AFC.00.01	SMCSWSWM-MTM-WLS-ST-REP-224801	SMCSWSW7-SMD-TX-000042
VOL 5.31	**SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-31_Detailed_Site_Survey_(Q#1390_etc)**		
VOL 5.31.04	DSS Drawings East to West R2	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.31.05	tma-0497	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.31.06	tma-0511	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.32	**SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-32_Additional_Supporting_Documents**		
VOL 5.32.01	Tranch 4 - Asset Condition Report (Q#2440)		
VOL 5.32.02	NWRLSRT-PBA-SRT-EN-REP-000024 Scope of Bridge Works (Rev B)-imw-untracked (Q#2440)		
VOL 5.32.05	NWRLSRT-PBA-SRT-EN-REP-000024 Scope of Bridge Works - Parts 1 & 2 All Bridges (Rev B - Attachments) (Q#5297)		
VOL 5.32.06	SMCSWSSJ-JHL-WEC-ST-REP-005038.B.RVW.B.01 (Q#9710)	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.32.07	SMCSWSWM-MTM-WEC-ST-REP-104005.A.RVW.A.01 T2M Bridge cond reports (Q#9710)	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060

VOL 5.32.08 Tranche 1C - Bridge Assessment Report - SMCSWSSJ-JHL-WEC-ST-REP-002330.A (Q#9710)	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.33 SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-33_Road_Safety_Audits_(Q#4916)		
VOL 5.34.01 SMCSWSWM-MTM-WEC-CE-REP-103001	SMCSWSWM-MTM-WEC-CE-REP-103000	SMCSWSW7-SMD-TX-000030
VOL 5.34.02 SMCSWSWM-MTM-WEC-CE-REP-103002	SMCSWSWM-MTM-WEC-CE-REP-103000	SMCSWSW7-SMD-TX-000030
VOL 5.34.03 SMCSWSWM-MTM-WEC-CE-REP-103004	SMCSWSWM-MTM-WEC-CE-REP-103000	SMCSWSW7-SMD-TX-000030
VOL 5.34.04 SMCSWSWM-MTM-WEC-CE-REP-103012	SMCSWSWM-MTM-WEC-CE-REP-103000	SMCSWSW7-SMD-TX-000030
VOL 5.34.05 SMCSWSWM-MTM-WEC-CE-REP-103034	SMCSWSWM-MTM-WEC-CE-REP-103000	SMCSWSW7-SMD-TX-000030
VOL 5.34 SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-34_Utilities_Investigations		
VOL 5.34.01 Albermarle St		
VOL 5.34.01.01 New folder		
VOL.01 1	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.01.02 NWRLSRT-RPS-WDH-UT-DWG-000002_ALBERMARLE Rev D		
VOL.01 New folder		
VOL.01.01 1	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.02 PlotCfgs		
VOL.02.01 acad	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.02.02 DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.03 RMS		
VOL.03.01 1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.04 NWRLSRT-RPS-WDH-UT-DWG-000002_ALBERMARLE Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.05 NWRLSRT-RPS-WDH-UT-DWG-000002_ALBERMARLE Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.01.03 PlotCfgs		
VOL.01 acad	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.02 DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.01.04 RMS		
VOL.01 1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.01.05 NWRLSRT-RPS-WDH-UT-DWG-000002_ALBERMARLE Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.01.06 NWRLSRT-RPS-WDH-UT-DWG-000002_ALBERMARLE Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.01.07 NWRLSRT-RPS-WDH-UT-DWG-000002_ALBERMARLE Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.02 Burwood Rd		
VOL 5.34.02.01 NWRLSRT-RPS-WBS-UT-DWG-000001_BURWOOD ROAD - Rev E		
VOL.01 PlotCfgs		
VOL.01.01 acad	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.01.02 DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.02 RMS		
VOL.02.01 1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.03 BUR	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.04 NWRLSRT-RPS-WBS-UT-DWG-000001_BURWOOD ROAD - Rev E	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.05 NWRLSRT-RPS-WBS-UT-DWG-000001_BURWOOD ROAD - Rev E	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.02.02 PlotCfgs		
VOL.01 acad	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.02 DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.02.03 RMS		
VOL.01 1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.02.04 BUR	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.02.05 NWRLSRT-RPS-WBS-UT-DWG-000001_BURWOOD ROAD - Rev E	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.02.06 NWRLSRT-RPS-WBS-UT-DWG-000001_BURWOOD ROAD - Rev E	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.02.07 NWRLSRT-RPS-WBS-UT-DWG-000001_BURWOOD ROAD - Rev E	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.03 Canterbury Rd		
VOL 5.34.03.01 NWRLSRT-RPS-WCR-UT-DWG-000002-CANTERBURY ROAD BRIDGE_REV_D		
VOL.01 BRIDGES		
VOL.01.01 CANTER	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.02 PlotCfgs		
VOL.02.01 acad	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.02.02 DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.03 RMS		
VOL.03.01 1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.04 NWRLSRT-RPS-WCR-UT-DWG-000002-CANTERBURY ROAD BRIDGE_REV_D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.05 NWRLSRT-RPS-WCR-UT-DWG-000002-CANTERBURY ROAD BRIDGE_REV_D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.03.02 NWRLSRT-RPS-WCR-UT-DWG-000002-CANTERBURY ROAD BRIDGE_REV_D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.04 Duntroon St		
VOL 5.34.04.01 NWRLSRT-RPS-WHP-UT-DWG-000001-DUNTROON Rev D		
VOL.01 PlotCfgs		
VOL.01.01 acad	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.01.02 DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.02 RMS		
VOL.02.01 1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.03 Xrefs		
VOL.03.01 HURLSTONE PARK	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.04 NWRLSRT-RPS-WHP-UT-DWG-000001-DUNTROON Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.05 NWRLSRT-RPS-WHP-UT-DWG-000001-DUNTROON Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.04.02 NWRLSRT-RPS-WHP-UT-DWG-000001-DUNTROON Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.05 Haldon St		
VOL 5.34.05.01 NWRLSRT-RPS-WLS-UT-DWG-000001-HALDON STREET Rev C		
VOL.01 PlotCfgs		
VOL.01.01 acad	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.01.02 DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.02 RMS		
VOL.02.01 1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.03 Xrefs		
VOL.03.01 HURLSTONE PARK	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.04 HALDON	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.05 NWRLSRT-RPS-WLS-UT-DWG-000001-HALDON STREET Rev C	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.06 NWRLSRT-RPS-WLS-UT-DWG-000001-HALDON STREET Rev C	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.05.02 NWRLSRT-RPS-WLS-UT-DWG-000001-HALDON STREET Rev C-1	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.06 Illawarra Rd		
VOL 5.34.06.01 NWRLSRT-RPS-WMS-UT-DWG-000001- ILLAWARRA ROAD_REV_D		
VOL.01 BRIDGES		
VOL.01.01 ILLAWR	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.02 PlotCfgs		
VOL.02.01 acad	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.02.02 DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.03 RMS		
VOL.03.01 1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.04 NWRLSRT-RPS-WMS-UT-DWG-000001- ILLAWARRA ROAD_REV_D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.05 NWRLSRT-RPS-WMS-UT-DWG-000001- ILLAWARRA ROAD_REV_D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.06.02 NWRLSRT-RPS-WMS-UT-DWG-000001- ILLAWARRA ROAD_REV_D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.07 King Georges Rd		
VOL 5.34.07.01 NWRLSRT-RPS-WWP-UT-DWG-000001_KING GEORGES RD_D		
VOL.01 Nearmap		
VOL.01.01 2018-01-21 0.075m RES KGR		
VOL.01.01.01 Nearmap_20180121	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.02 PlotCfgs		
VOL.02.01 acad	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.02.02 DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.03 RMS		
VOL.03.01 1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.04 NWRLSRT-RPS-WWP-UT-DWG-000001_KING GEORGES RD_D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL.05 NWRLSRT-RPS-WWP-UT-DWG-000001_KING GEORGES RD_D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.07.02 NWRLSRT-RPS-WWP-UT-DWG-000001_KING GEORGES RD_D	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
VOL 5.34.08 Livingstone Rd		
VOL 5.34.08.01 NWRLSRT-RPS-WMS-UT-DWG-000002_LIVINGSTONE RD_C		
VOL.01 Nearmap		

VOL.01.01	**2018-01-21 0.075m RES Livingstone**	
VOL.01.01.01	Nearmap_20180121	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.02	**PlotCfgs**	
VOL.02.01	acad	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.02.02	DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.03	**RGB**	
VOL.03.01	SydneyMetro_CitySouthwest_RGB_medium	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.04	NWRLSRT-RPS-WMS-UT-DWG-000002_LIVINGSTONE RD_C	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.05	NWRLSRT-RPS-WMS-UT-DWG-000002_LIVINGSTONE RD_C	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL	5.34.08.02 Livingstone Rd, Marrickville T1_F	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL	5.34.08.03 Livingstone Rd, Marrickville T2_F	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL	5.34.08.04 NWRLSRT-RPS-WMS-UT-DWG-000002_LIVINGSTONE RD_C	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL	5.34.08.05 SSC Utility Investigation Livingstone Road - Potholing Report_2	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL 5.34.09	**Loch St**	
VOL	**5.34.09.01 NWRLSRT-RPS-WCS-UT-DWG-000001-LOCH STREET Rev C**	
VOL.01	**PlotCfgs**	
VOL.01.01	acad	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.01.02	DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.02	**RMS**	
VOL.02.01	1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.03	**Xrefs**	
VOL.03.01	HURLSTONE PARK	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.04	LOCH	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.05	NWRLSRT-RPS-WCS-UT-DWG-000001-LOCH STREET Rev C	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.06	NWRLSRT-RPS-WCS-UT-DWG-000001-LOCH STREET Rev C	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL	5.34.09.02 NWRLSRT-RPS-WCS-UT-DWG-000001-LOCH STREET Rev C	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL 5.34.10	**Melford St**	
VOL	**5.34.10.01 NWRLSRT-RPS-WCR-UT-DWG-000001-MELFORD STREET Rev C**	
VOL.01	**PlotCfgs**	
VOL.01.01	acad	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.01.02	DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.02	**RMS**	
VOL.02.01	1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.03	**Xrefs**	
VOL.03.01	HURLSTONE PARK	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.04	MEL	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.05	NWRLSRT-RPS-WCR-UT-DWG-000001-MELFORD STREET Rev C	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.06	NWRLSRT-RPS-WCR-UT-DWG-000001-MELFORD STREET Rev C	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL	5.34.10.02 NWRLSRT-RPS-WCR-UT-DWG-000001-MELFORD STREET Rev C	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL 5.34.11	**Moreton St**	
VOL	**5.34.11.01 NWRLSRT-RPS-WLS-UT-DWG-000002-MORETON STREET Rev D**	
VOL.01	**PlotCfgs**	
VOL.01.01	acad	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.01.02	DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.02	**RMS**	
VOL.02.01	1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.03	1	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.04	NWRLSRT-RPS-WLS-UT-DWG-000002-MORETON STREET Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.05	NWRLSRT-RPS-WLS-UT-DWG-000002-MORETON STREET Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL	5.34.11.02 NWRLSRT-RPS-WLS-UT-DWG-000002-MORETON STREET Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL 5.34.12	**Punchbowl Rd**	
VOL	**5.34.12.01 NWRLSRT-RPS-WPS-UT-DWG-000001_PUNCHBOWL ROAD Rev C**	
VOL.01	**PlotCfgs**	
VOL.01.01	acad	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.01.02	DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.02	**RGB**	
VOL.02.01	SydneyMetro_CitySouthwest_RGB_medium	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.03	**RMS**	
VOL.03.01	1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.04	NWRLSRT-RPS-WPS-UT-DWG-000001_PUNCHBOWL ROAD Rev C	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.05	NWRLSRT-RPS-WPS-UT-DWG-000001_PUNCHBOWL ROAD Rev C	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.06	PUNCH	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL	5.34.12.02 NWRLSRT-RPS-WPS-UT-DWG-000001_PUNCHBOWL ROAD Rev C	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL 5.34.13	**Stacey St**	
VOL	**5.34.13.01 NWRLSRT-RPS-WBK-UT-DWG-000001-STACEY STREET Rev D**	
VOL.01	**PlotCfgs**	
VOL.01.01	acad	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.01.02	DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.02	**RGB**	
VOL.02.01	SydneyMetro_CitySouthwest_RGB_medium	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.03	NWRLSRT-RPS-WBK-UT-DWG-000001-STACEY STREET Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.04	NWRLSRT-RPS-WBK-UT-DWG-000001-STACEY STREET Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.05	STACEYS	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL	5.34.13.02 NWRLSRT-RPS-WBK-UT-DWG-000001-STACEY STREET Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL 5.34.14	**Wardell Rd**	
VOL	**5.34.14.01 NWRLSRT-RPS-WDH-UT-DWG-000001-WARDELL Rev D**	
VOL.01	**PHOTOS**	
VOL.01.01	Dul_Hil	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.02	**PlotCfgs**	
VOL.02.01	acad	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.02.02	DWG To PDF	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.03	**RMS**	
VOL.03.01	1494516.1.high	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.04	NWRLSRT-RPS-WDH-UT-DWG-000001-WARDELL Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL.05	NWRLSRT-RPS-WDH-UT-DWG-000001-WARDELL Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL	5.34.14.02 NWRLSRT-RPS-WDH-UT-DWG-000001-WARDELL Rev D	SMCSWSW7-SMD-1NL-CE-REP-000045 SMCSWSW7-SMD-TX-000060
VOL 5.35	**SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-35_Relevant_Dilapidation_Reports**	
Volume	5.35.01 Existing Delapidation reports	N/A N/A
Volume	5.35.02 SMCSWSSJ-JHL-SMC-CM-REP-000970.00.RVW.00.01 RMS Roads	SMCSWSSJ-JHL-SMC-CM-REP-000970 SMCSWSW7-SMD-TX-000039
Volume	5.35.03 SMCSWSSJ-JHL-SMC-CM-REP-000971.00.RVW.00.01 Inner West Council Roads	SMCSWSSJ-JHL-SMC-CM-REP-000971 SMCSWSW7-SMD-TX-000039
Volume	5.35.04 SMCSWSSJ-JHL-WBK-SR-REP-007169.00.INF.00.01 Stacey St	SMCSWSSJ-JHL-WBK-SR-REP-007169 SMCSWSW7-SMD-TX-000039
Volume	5.35.05 SMCSWSW4-HSE-WLS-SR-REP-000569.A.INF.A.01 Lakemba	SMCSWSW4-HSE-WLS-SR-REP-000569 SMCSWSW7-SMD-TX-000039
Volume	5.35.06 SMCSWSW5-DEW-WDH-SR-REP-000057.00.INF.00.01 DHill Station	SMCSWSW5-DEW-WDH-SR-REP-000057 SMCSWSW7-SMD-TX-000039
Volume	5.35.07 SMCSWSW6-DEW-WBS-SR-REP-000047.00.INF.00.01 Belmore Station	SMCSWSW6-DEW-WBS-SR-REP-000047 SMCSWSW7-SMD-TX-000039
Volume	5.35.08 SMCSWSW6-DEW-WHP-SR-REP-001068.-.INF.-.01 Hurls Park	SMCSWSW6-DEW-WBS-SR-REP-000047 SMCSWSW7-SMD-TX-000039
Volume	5.35.09 SMCSWSWM-MTM-WDH-ST-REP-124001.A.INF.A.01 Wardell	SMCSWSWM-MTM-WDH-ST-REP-124001 SMCSWSW7-SMD-TX-000039
Volume	5.35.10 SMCSWSWM-MTM-WEC-ST-REP-002694.A.INF.A.01 All structures	SMCSWSWM-MTM-WEC-ST-REP-002694 SMCSWSW7-SMD-TX-000039
Volume	5.35.11 SMCSWSWM-MTM-WHP-ST-REP-134001.A.INF.A.01 Duntroon	SMCSWSWM-MTM-WHP-ST-REP-134001 SMCSWSW7-SMD-TX-000039
Volume	5.35.12 SMCSWSWM-MTM-WMS-ST-REP-114001.A.INF.A.01 Illawarra Rd	SMCSWSWM-MTM-WMS-ST-REP-114001 SMCSWSW7-SMD-TX-000039
Volume	5.35.13 SMCSWSWM-MTM-WPS-ST-REP-244000 Bridges and Station Condition	SMCSWSWM-MTM-WPS-ST-REP-244000 SMCSWSW7-SMD-TX-000039
Volume	5.35.14 SMCSWSWM-MTM-WPS-ST-REP-244001.A.INF.A.01 Punchbowl Rd	SMCSWSWM-MTM-WPS-ST-REP-244001 SMCSWSW7-SMD-TX-000039
Volume	5.35.15 SMCSWSWM-MTM-WWP-ST-REP-234001.A.INF.A.01 King Georges	SMCSWSWM-MTM-WWP-ST-REP-234001 SMCSWSW7-SMD-TX-000039
VOL 5.36	SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-36_Livingstone_Road_Bridge_Temporary_Structure_AFC_Designs_Informatio	SMCSWSW7-SMD-MTD-CE-REP-000033 SMCSWSW7-SMD-TX-000047
Volume 5.38	**SWM_SMC-22-0722_EVM_RFT_Volume_5_ID-39_Pantograph_Tests**	
Volume	5.38.01 SMCSWSSJ-JHL-WSS-TC-REP-004678.00.RVW.00.01	SMCSWSSJ-JHL-WSS-TC-REP-004678 SMCSWSW7-SMD-TX-000038
Volume	5.38.02 SMCSWSWM-MTM-WEC-TR-REP-000050.B.RVW.B.01	SMCSWSWM-MTM-WEC-TR-REP-000050 SMCSWSW7-SMD-TX-000038

01	POST ECI AWARD DOCUMENTS		
	SSC - Enabling Works - Services Brief for Site Investigation Works on the Bankstown Line - Appendix B.10 Golder Douglas - Report on Geotechnical Risk Assessment of Cuttings and Embankments – Bankstown Line	SMCSWSSC-SMD-CSW-CT-SCH-000018	SMCSWSW7-SMD-TX-000028
	SSC - Enabling Works - Services Brief for Site Investigation Works on the Bankstown Line - Appendix B.5 Golder Douglas - Geotechnical Data Report	SMCSWSSC-SMD-CSW-CT-SCH-000025	SMCSWSW7-SMD-TX-000028
	GEOTECHNICAL INVESTIGATION FACTUAL REPORT | BANKSTOWN STATION & CORRIDOR	SMCSWSWM-MTM-WEC-UT-REP-000901	SMCSWSW7-SMD-TX-000028
	WP66 ARTC Baseline Residual Assets – Civil Geotech (Cuttings, Embankments and Retaining Walls)	SMCSWSWM-SMD-1NL-GE-REP-001387	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report Baseline Residual Assets – Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Retaining wall – EMB20	SMCSWSWM-SMD-1NL-GE-REP-001388	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report Baseline Residual Assets – Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Retaining wall – 54	SMCSWSWM-SMD-1NL-GE-REP-001389	SMCSWSW7-SMD-TX-000028
	Southwest Stations and Corridor - Geotechnical Interpretive Report - Reference Design - 11 May 2017	SMCSWSWM-SMD-CSW-GE-REP-000004	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Cut 01B	SMCSWSWM-SMD-WEC-GE-REP-001366	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Cut – 02B	SMCSWSWM-SMD-WEC-GE-REP-001367	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Retaining Wall – Cut 6D	SMCSWSWM-SMD-WEC-GE-REP-001368	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Cut – 07	SMCSWSWM-SMD-WEC-GE-REP-001369	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Retaining walls – 36-39	SMCSWSWM-SMD-WEC-GE-REP-001370	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Embankment -11	SMCSWSWM-SMD-WEC-GE-REP-001371	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Embankment – 10C	SMCSWSWM-SMD-WEC-GE-REP-001372	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Cutting 08B/Retaining Wall 18	SMCSWSWM-SMD-WEC-GE-REP-001373	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Cutting – 13A	SMCSWSWM-SMD-WEC-GE-REP-001374	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Retaining Wall - 01	SMCSWSWM-SMD-WEC-GE-REP-001375	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Embankment – 06B	SMCSWSWM-SMD-WEC-GE-REP-001376	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Cut – 02A	SMCSWSWM-SMD-WEC-GE-REP-001377	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Cut – 03D	SMCSWSWM-SMD-WEC-GE-REP-001378	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset – Cut 01D	SMCSWSWM-SMD-WEC-GE-REP-001379	SMCSWSW7-SMD-TX-000028
	WP66 Technical Advice Note: BRA Civil Geotech High Risk Assets - First Phase Site Inspection 20-24 June	SMCSWSWM-SMD-WEC-GE-REP-001381	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - High Risk Overview Outcomes Assessment and Recommendations BRA Civil Geotech (Cuttings, Embankments and Retaining Walls) – High Risk Asset Summary	SMCSWSWM-SMD-WEC-GE-REP-001497	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Condition Report - Medium Risk Assets	SMCSWSWM-SMD-WEC-GE-REP-001513	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Condition Report - Low Risk Assets	SMCSWSWM-SMD-WEC-GE-REP-001518	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report - Low Risk Assets BRA Civil Geotech (Cuttings, Embankments and Retaining Walls)	SMCSWSWM-SMD-WEC-GE-REP-001536	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Appraisal and Status Report - Medium Risk Assets BRA Civil Geotech (Cuttings, Embankments and Retaining Walls)	SMCSWSWM-SMD-WEC-GE-REP-001537	SMCSWSW7-SMD-TX-000028
	WP66 Civil Geotech - Asset Management Plan - Baseline Residual Assets	SMCSWSWM-SMD-WEC-GE-REP-001690	SMCSWSW7-SMD-TX-000028
	Tree Impact Assessment Report – Southwest Metro Corridor Works	SMCSWSSJ-JHL-WEC-EM-REP-005002	SMCSWSW7-SMD-TX-000037
	Corridor Wide - DPK 101 - Tree Management Strategy Report	SMCSWSWM-MTM-WEC-LA-REP-101001	SMCSWSW7-SMD-TX-000037
	WP72 Vegetation Risk Assessment Report - Hazard Scope	SMCSWSWM-SMD-WEC-SA-REP-001641	SMCSWSW7-SMD-TX-000037
	WP72 Residual Assets Others - Vegetation Risk Assessment - Outcomes Report	SMCSWSWM-SMD-WEC-SA-REP-001692	SMCSWSW7-SMD-TX-000037
	Informal Tree Reports: CIDS ODS Vegetation	SMCSWSW7-SMD-1NL-EM-REP-000028	SMCSWSW7-SMD-TX-000037
	Informal Tree Reports: Downer Tree Report	SMCSWSW7-SMD-1NL-EM-REP-000028	SMCSWSW7-SMD-TX-000037
	Informal Tree Reports: HSEJV Tree Impact Assessment	SMCSWSW7-SMD-1NL-EM-REP-000028	SMCSWSW7-SMD-TX-000037
	SYDNEY METRO | BELMORE STATION | SECURITY ASSURANCE STATEMENT | FENCING SECURITY ASSESSMENT	SMCSWSWM-MTM-WBS-SC-REP-210001	SMCSWSW7-SMD-TX-000036
	SYDNEY METRO | CANTERBURY STATION | SECURITY ASSURANCE STATEMENT | FENCING SECURITY ASSESSMENT	SMCSWSWM-MTM-WCR-SC-REP-140001	SMCSWSW7-SMD-TX-000036
	SYDNEY METRO | CAMPSIE STATION | SECURITY ASSURANCE STATEMENT | FENCING SECURITY ASSESSMENT	SMCSWSWM-MTM-WCS-SC-REP-150001	SMCSWSW7-SMD-TX-000036
	SYDNEY METRO | DULWICH HILL STATION | SECURITY ASSURANCE STATEMENT | FENCING SECURITY ASSESSMENT	SMCSWSWM-MTM-WDH-SC-REP-120001	SMCSWSW7-SMD-TX-000036
	SYDNEY METRO | HURLSTONE PARK STATION | SECURITY ASSURANCE STATEMENT | FENCING SECURITY ASSESSMENT	SMCSWSWM-MTM-WHP-SC-REP-130001	SMCSWSW7-SMD-TX-000036
	SYDNEY METRO | LAKEMBA STATION | SECURITY ASSURANCE STATEMENT | FENCING SECURITY ASSESSMENT	SMCSWSWM-MTM-WLS-SC-REP-220001	SMCSWSW7-SMD-TX-000036
	SYDNEY METRO | MARRICKVILLE STATION | SECURITY ASSURANCE STATEMENT | FENCING SECURITY ASSESSMENT	SMCSWSWM-MTM-WMS-SC-REP-110001	SMCSWSW7-SMD-TX-000036
	SYDNEY METRO | PUNCHBOWL STATION | SECURITY ASSURANCE STATEMENT | FENCING SECURITY ASSESSMENT	SMCSWSWM-MTM-WPS-SC-REP-240001	SMCSWSW7-SMD-TX-000036

SYDNEY METRO | WILEY PARK STATION | SECURITY ASSURANCE STATEMENT | FENCING SECURITY ASSESSMENT	SMCSWSWM-MTM-WWP-SC-REP-230001	SMCSWSW7-SMD-TX-000036
Garnet St - Final Options Report 27Sept2010	SMCSWSW7-SMD-DTH-ST-DWG-000029	SMCSWSW7-SMD-TX-000040
HSEJV FINAL SWM Package 4 Historical Archaeological Report Oct2023	SMCSWSW4-HSE-WEC-HE-REP-010184	SMCSWSW7-SMD-TX-000044
CMPs and Heritage Documentation Canterbury Plans x10	SMCSWSW7-SMD-1NL-CE-REP-000032	SMCSWSW7-SMD-TX-000044
CMPs and Heritage Documentation Canterbury Railway Station_CMP_FINAL_27.07.2023	SMCSWSW7-SMD-1NL-CE-REP-000032	SMCSWSW7-SMD-TX-000044
CMPs and Heritage Documentation D2005_11967 Belmore 1995 CMP	SMCSWSW7-SMD-1NL-CE-REP-000032	SMCSWSW7-SMD-TX-000044
CMPs and Heritage Documentation dulwichhill_5407_20751903_Dulwich Hill Railway Station CMP	SMCSWSW7-SMD-1NL-CE-REP-000032	SMCSWSW7-SMD-TX-000044
CMPs and Heritage Documentation Lakemba FINAL HIA	SMCSWSW7-SMD-1NL-CE-REP-000032	SMCSWSW7-SMD-TX-000044
CMPs and Heritage Documentation Marrickville Railway CMP_26 July 2023	SMCSWSW7-SMD-1NL-CE-REP-000032	SMCSWSW7-SMD-TX-000044
Belmore Station - Heritage Impact Assessment Report - Stage 3	SMCSWSWM-MTM-WBS-HE-REP-210000	SMCSWSW7-SMD-TX-000044
Belmore Station - Photographic Archival Recording Report	SMCSWSWM-MTM-WBS-HE-REP-210002	SMCSWSW7-SMD-TX-000044
Canterbury Station - Heritage Impact Assessment Report - Stage 3	SMCSWSWM-MTM-WCR-HE-REP-140000	SMCSWSW7-SMD-TX-000044
Canterbury Station - Photographic Archival Recording Report	SMCSWSWM-MTM-WCR-HE-REP-140002	SMCSWSW7-SMD-TX-000044
Dulwich Hill Station - Heritage Impact Assessment Report - Stage 3	SMCSWSWM-MTM-WDH-HE-REP-000935	SMCSWSW7-SMD-TX-000044
Dulwich Hill Station - Photographic Archival Recording Report	SMCSWSWM-MTM-WDH-HE-REP-120002	SMCSWSW7-SMD-TX-000044
Hurlstone Park Station - Heritage Impact Assessment Report - Stage 3	SMCSWSWM-MTM-WHP-HE-REP-000913	SMCSWSW7-SMD-TX-000044
Hurlstone Park Station - Photographic Archival Recording Report	SMCSWSWM-MTM-WHP-HE-REP-130002	SMCSWSW7-SMD-TX-000044
Lakemba Station - Heritage Impact Assessment Report - Stage 3	SMCSWSWM-MTM-WLS-HE-REP-220000	SMCSWSW7-SMD-TX-000044
Lakemba Station - Photographic Archival Recording Report	SMCSWSWM-MTM-WLS-HE-REP-220002	SMCSWSW7-SMD-TX-000044
Marrickville Station - Heritage Impact Assessment Report - Stage 3	SMCSWSWM-MTM-WMS-HE-REP-000706	SMCSWSW7-SMD-TX-000044
Marrickville Station - Photographic Archival Recording Report	SMCSWSWM-MTM-WMS-HE-REP-110002	SMCSWSW7-SMD-TX-000044
Punchbowl Station - Heritage Impact Assessment Report - Stage 3	SMCSWSWM-MTM-WPS-HE-REP-240000	SMCSWSW7-SMD-TX-000044
Punchbowl Station - Photographic Archival Recording Report	SMCSWSWM-MTM-WPS-HE-REP-240002	SMCSWSW7-SMD-TX-000044
SYDNEY METRO | PUNCHBOWL RAILWAY STATION | PHOTOGRAPHIC ARCHIVAL RECORDING | JUNE 2022	SMCSWSWM-MTM-WPS-HE-REP-240004	SMCSWSW7-SMD-TX-000044
Wiley Park Station - Heritage Impact Assessment Report - Stage 3	SMCSWSWM-MTM-WWP-HE-REP-000936	SMCSWSW7-SMD-TX-000044
Wiley Park Station - Photographic Archival Recording Report	SMCSWSWM-MTM-WWP-HE-REP-230002	SMCSWSW7-SMD-TX-000044
SYDNEY METRO | THRUST BLOCK INVESTIGATION FACTUAL REPORT | PROPOSED FENCING FOR CIRA BRIDGE | CANTERBURY ROAD OVERBRIDGE	SMCSWSWM-MTM-WCR-CE-REP-002620	SMCSWSW7-SMD-TX-000046
Livingstone Road Bridge and Temporary works HANDOVER PACK	SMCSWSW7-SMD-MTD-CE-REP-000033	SMCSWSW7-SMD-TX-000047
SWMC DPK 370 - Boundary Fences - Dilapidation Report - Stage 1	SMCSWSSJ-JHL-WEC-CE-REP-007320	SMCSWSSJ-SMD-TX-014147
SYDNEY METRO | DPK SSR 20 | BELMORE STATION | BURWOOD ROAD OVERBRIDGE WORKS | SAFETY ASSURANCE STATEMENT	SMCSWSWM-MTM-WBS-SA-REP-000001	SMCSWSW7-SMD-TX-000055
SYDNEY METRO | DPK SSR 20 | CANTERBURY STATION | CANTERBURY ROAD OVERBRIDGE WORKS | SAFETY ASSURANCE STATEMENT	SMCSWSWM-MTM-WCR-SA-REP-000001	SMCSWSW7-SMD-TX-000055
SYDNEY METRO | DPK SSR 20 | DULWICH HILL STATION | WARDELL ROAD OVERBRIDGE WORKS | SAFETY ASSURANCE STATEMENT	SMCSWSWM-MTM-WDH-SA-REP-000002	SMCSWSW7-SMD-TX-000055
SYDNEY METRO | DPK SSR 20 | HURLSTONE PARK STATION | DUNTROON STREET OVERBRIDGE WORKS | SAFETY ASSURANCE STATEMENT	SMCSWSWM-MTM-WHP-SA-REP-000001	SMCSWSW7-SMD-TX-000055
SYDNEY METRO | DPK SSR 20 | LAKEMBA STATION | HALDON STREET OVERBRIDGE WORKS | SAFETY ASSURANCE STATEMENT	SMCSWSWM-MTM-WLS-SA-REP-000001	SMCSWSW7-SMD-TX-000055
SYDNEY METRO | DPK SSR 20 | MARRICKVILLE STATION | ILLAWARRA ROAD OVERBRIDGE WORKS | SAFETY ASSURANCE STATEMENT	SMCSWSWM-MTM-WMS-SA-REP-000001	SMCSWSW7-SMD-TX-000055
SYDNEY METRO | DPK SSR 20 | PUNCHBOWL STATION | PUNCHBOWL ROAD OVERBRIDGE WORKS | SAFETY ASSURANCE STATEMENT	SMCSWSWM-MTM-WPS-SA-REP-000001	SMCSWSW7-SMD-TX-000055
SYDNEY METRO | DPK SSR 20 | WILEY PARK STATION | KING GEORGES ROAD OVERBRIDGE WORKS | SAFETY ASSURANCE STATEMENT	SMCSWSWM-MTM-WWP-SA-REP-000001	SMCSWSW7-SMD-TX-000055
Addendum 1613- Duntroon Potholing	SMCSWSW7-SMD-1NL-CE-REP-000045	SMCSWSW7-SMD-TX-000060
SWM CORRIDOR WORKS - DPK 070 - STRUCTURAL - BRIDGES ENABLING WORKS - MEEKS ROAD AND LIVINGSTON ROAD BRIDGES - DESIGN REPORT - AFC	SMCSWSSJ-JHL-WEC-ST-REP-004453	SMCSWSW7-SMD-TX-000064
DPK 070 - Southwest Metro Corridor Works - Meeks Road & Livingston Road Bridge - Condition Inspection Report	SMCSWSSJ-JHL-WEC-ST-REP-004968	SMCSWSW7-SMD-TX-000064
SWMC DPK 070 - Condition Inspection Report Addendum to SMCSWSSJ-JHL-WEC-ST-REP-070800 Livingstone Rd Overbridge (SWMC 7.781km)	SMCSWSSJ-JHL-WEC-ST-REP-005800	SMCSWSW7-SMD-TX-000064
Earthing and Bonding Report- SWCorridor	SMCSWSWM-MTM-WEC-EA-REP-805212	SMCSWSW7-SMD-TX-000066
Livingstone Road Bridge Condition inspection to top of girders	SMCSWSW7-SMD-MTD-CE-REP-000056	
Southwest Stations and Corridor (SSC)- Structures report	NWRLSRT-PBA-SRT-AT-REP-000028	RFI 36
Southwest Structures and Civils – Bridges Load Rating Assessment – Technical Report	NWRLSRT-PBA-WEC-ST-REP-000001	RFI 36
Sydenham to Bankstown- Environmental Impact Statement- Technical Paper 1- Traffic, Transport and access assessment	SMCSWSW7-SMD-1NL-TF-REP-000060	
Earthing and Bonding Strategy	SMCSWSW7-SMD-1NL-EA-REP-000062	SMCSWSW7-SMD-TX-000100
SYDNEY METRO | MARRICKVILLE TO PUNCHBOWL | STATION CONCOURSE & BUILDING CONDITION REPORT	SMCSWSWM-MTM-WEC-ST-REP-002693	SMCSWSW7-SMD-TX-000106
WP72 Belmore Station Structural Site Inspection Report	SMCSWSWM-SMD-WBS-ST-REP-001357	SMCSWSW7-SMD-TX-000106
WP72 - Structural Engineering Assessment Report – Part 7 Belmore Station	SMCSWSWM-SMD-WBS-ST-REP-001477	SMCSWSW7-SMD-TX-000106
WP72 Canterbury Station Structural Site Inspection Report	SMCSWSWM-SMD-WCR-ST-REP-001338	SMCSWSW7-SMD-TX-000106
WP72 - Structural Engineering Assessment Report – Part 5 Canterbury Station	SMCSWSWM-SMD-WCR-ST-REP-001473	SMCSWSW7-SMD-TX-000106
WP72 Dulwich Hill Station Structural Site Inspection Report	SMCSWSWM-SMD-WDH-ST-REP-001340	SMCSWSW7-SMD-TX-000106
WP72 - Structural Engineering Assessment Report – Part 3 Dulwich Hill Station	SMCSWSWM-SMD-WDH-ST-REP-001476	SMCSWSW7-SMD-TX-000106
WP72 Stations Safety Assurance Report	SMCSWSWM-SMD-WEC-SA-REP-001638	SMCSWSW7-SMD-TX-000106
WP72 - Structural Engineering Review Report – Part 1 All Stations	SMCSWSWM-SMD-WEC-ST-REP-001496	SMCSWSW7-SMD-TX-000106
WP72 Southwest Corridor Stations Engineering Reviews - Outcomes Summary Report	SMCSWSWM-SMD-WEC-ST-REP-001614	SMCSWSW7-SMD-TX-000106
Technical Advice Notice: Hurlstone Park Station Structural Site Inspection Report	SMCSWSWM-SMD-WHP-ST-REP-001336	SMCSWSW7-SMD-TX-000106
WP72 - Structural Engineering Assessment Report – Part 4 Hurlstone Park Station	SMCSWSWM-SMD-WHP-ST-REP-001474	SMCSWSW7-SMD-TX-000106
WP72 Lakemba Station Structural Site Inspection Report	SMCSWSWM-SMD-WLS-ST-REP-001337	SMCSWSW7-SMD-TX-000106
WP72 - Structural Engineering Assessment Report – Part 8 Lakemba Station	SMCSWSWM-SMD-WLS-ST-REP-001472	SMCSWSW7-SMD-TX-000106
Marrickville Station Structural Site Inspection Report	SMCSWSWM-SMD-WMS-ST-REP-001319	SMCSWSW7-SMD-TX-000106
WP72 - Structural Engineering Assessment Report – Part 2 Marrickville Station	SMCSWSWM-SMD-WMS-ST-REP-001479	SMCSWSW7-SMD-TX-000106
WP72 Punchbowl Station Structural Site Inspection Report	SMCSWSWM-SMD-WPS-ST-REP-001396	SMCSWSW7-SMD-TX-000106
WP72 - Structural Engineering Assessment Report – Part 10 Punchbowl Station	SMCSWSWM-SMD-WPS-ST-REP-001475	SMCSWSW7-SMD-TX-000106
WP72 – Wiley Park Station Structural Site Inspection Report	SMCSWSWM-SMD-WWP-ST-REP-001328	SMCSWSW7-SMD-TX-000106
WP72 - Structural Engineering Assessment Report – Part 9 Wiley Park Station	SMCSWSWM-SMD-WWP-ST-REP-001478	SMCSWSW7-SMD-TX-000106
WP72 - Structural Engineering Assessment Report – Part 9 Wiley Park Station	SMCSWSWM-SMD-WWP-ST-REP-001478	SMCSWSW7-SMD-TX-000106
Technical Note- Corridor Vehicle Intrusion Risk Assessment (CIRA) Non-Bridges- Review and re-baseline the QRA with the introduction of Object Detection System (ODS)	SMCSWSW7-SMD-1NL-SA-REP-000063	SMCSWSW7-SMD-TX-000107
Stacey Street- Bankstown- Geotechnical Concept design report 2127962-GT-REP-005	SMCSWSW7-SMD-WEC-GE-REP-000065	SMCSWSW7-SMD-TX-000123
Design clash review: Threatened Ecological Communities and Native Plant Communities	SMCSWSWM-MTM-WEC-EM-REP-000679	SMCSWSW7-SMD-TX-000132
Corridor Fencing Configuration Hierarchy	SMCSWSSJ-SMD-STM-SC-REP-001880	SMCSWSW7-SMD-TX-000133
Southwest Metro Corridor Works - DPK 730 - HYDROLOGY AND FLOOD ASSESSMENT DESIGN REPORT - STAGE 3	SMCSWSSJ-JHL-WEC-CE-REP-005009	SMCSWSW7-SMD-TX-000567
Southwest Corridor - Operation Flood Risk Report	SMCSWSWM-SMD-WEC-CE-REP-001322	SMCSWSW7-SMD-TX-000567
WP72 Operation Flood Risk Report Addendum	SMCSWSWM-SMD-WEC-DD-REP-001685	SMCSWSW7-SMD-TX-000567

EXHIBIT E – LIST OF WARRANTIES REQUIRED FROM SUBCONTRACTORS

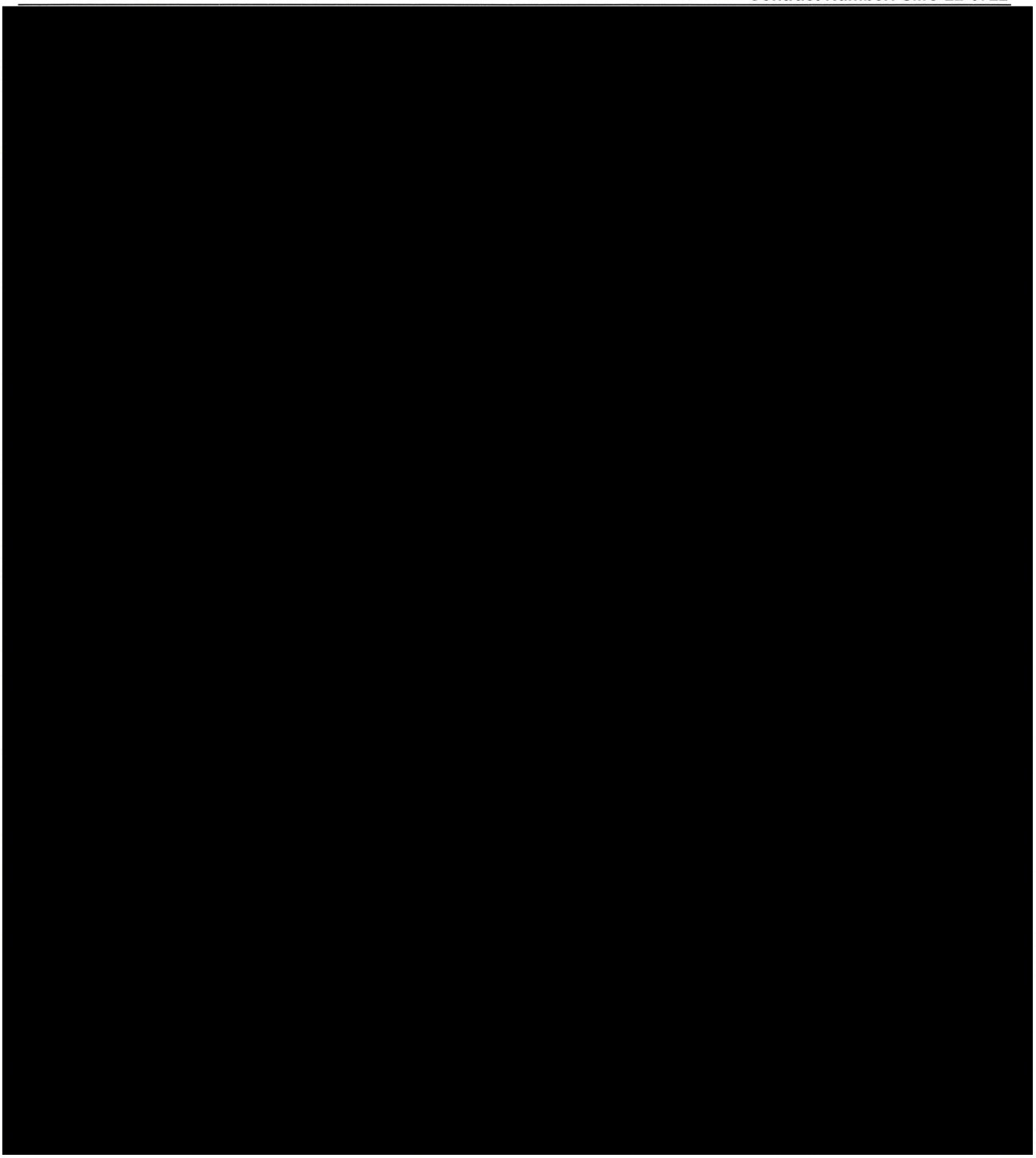


EXHIBIT F – NOT USED

EXHIBIT G – THIRD PARTY AGREEMENTS

The Third Party Agreements listed in Schedule 1 are included in Exhibit J as electronic files.

EXHIBIT H – IC LETTER OF INTENT

EXHIBIT I – CONTRACTOR'S INITIAL PROGRAM

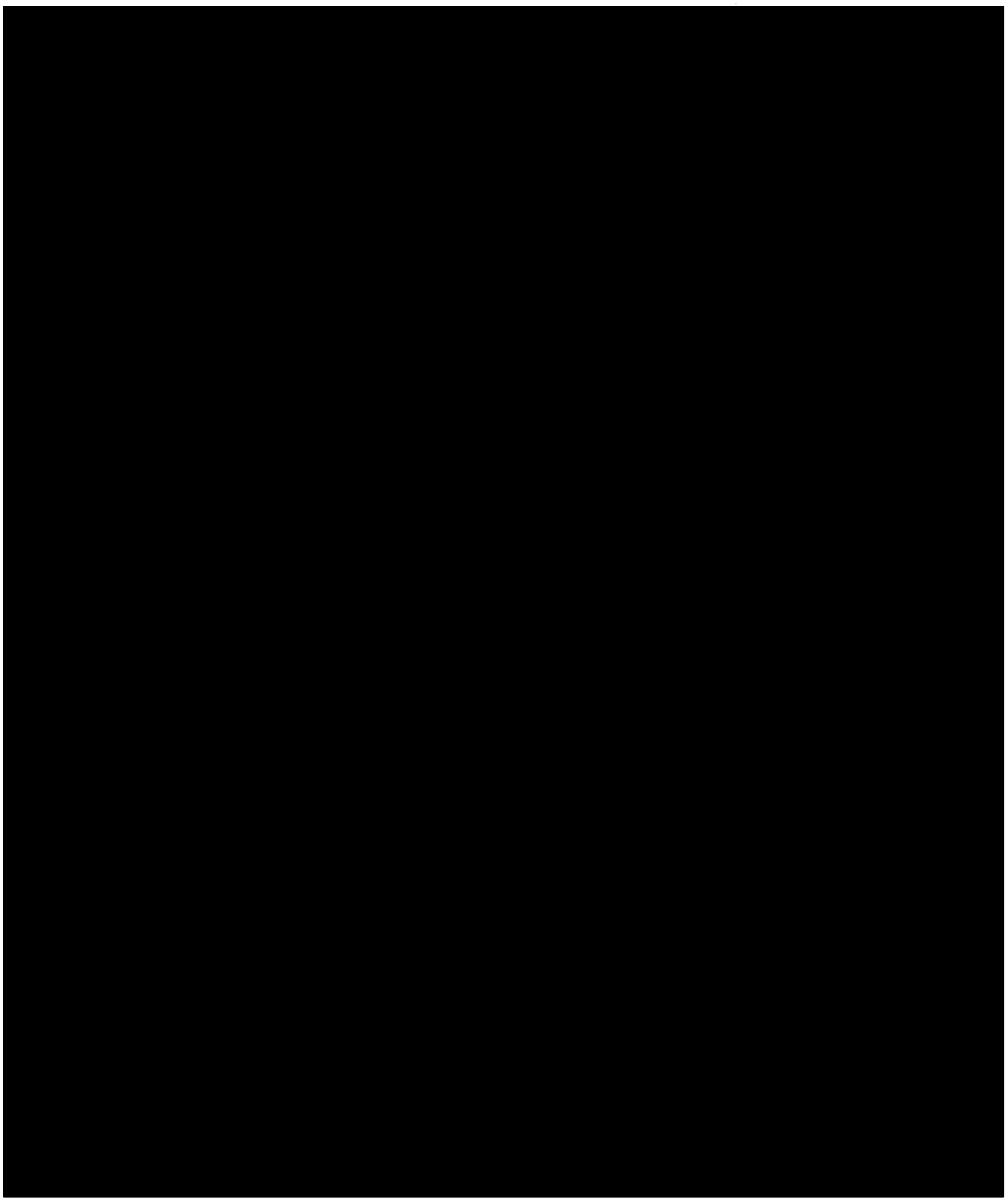
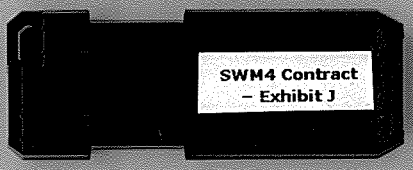


EXHIBIT J – ELECTRONIC FILES

The disc or other electronic storage device included in this Exhibit J contains the following electronic files:

No	Electronic files
01	The drawings identified in Table 1 in section 2.1 of Schedule 36 (*Site Access Schedule*)
02	The Scope of Works and Technical Criteria referred to in Exhibit A
03	The Third Party Agreements referred to in Exhibit G
04	The Contractor's Initial Program referred to in Exhibit I


SWM4 Contract
– Exhibit J