



Country Regional Network Scope of Works

Volume 1 of 2

Country Regional Network Scope of Works

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1 Definitions and Interpretation

1.1 Definitions

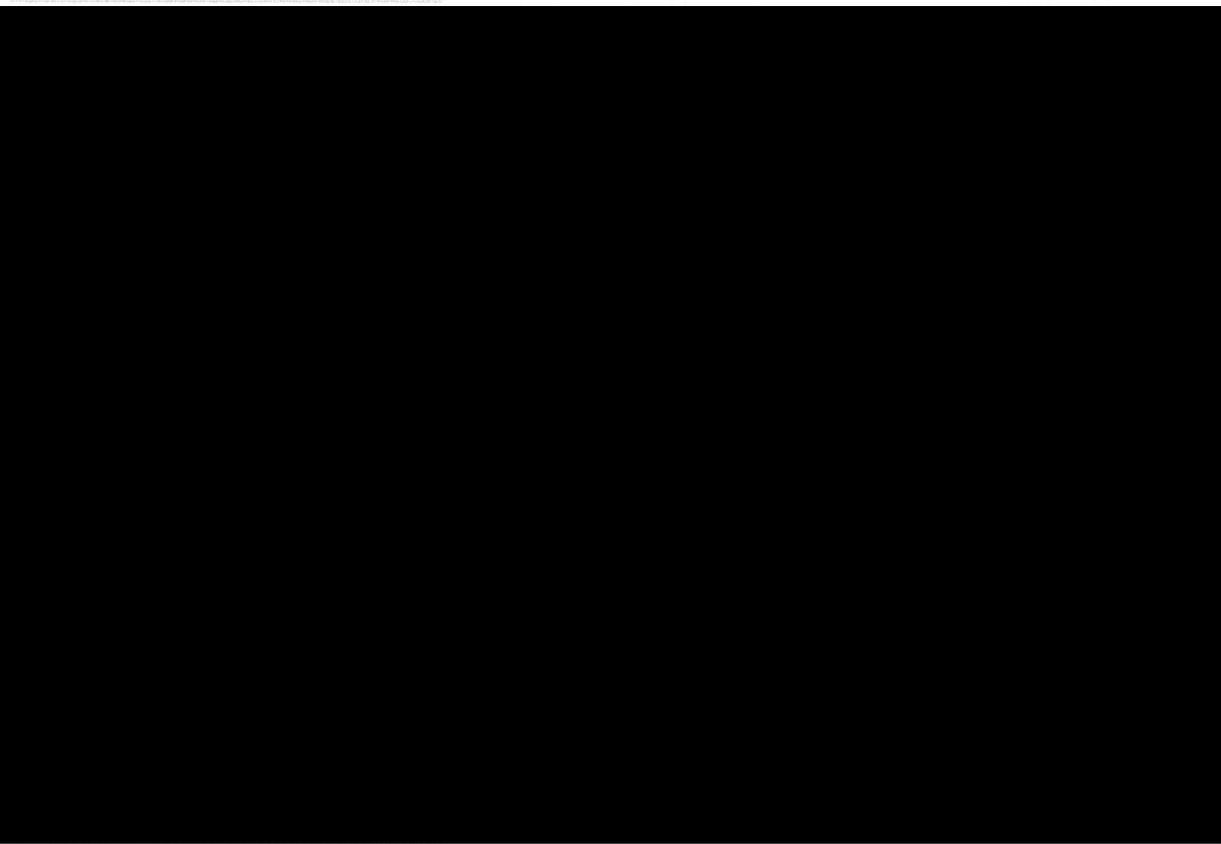
Unless otherwise defined in this document, terms which are capitalised in this document have the meaning given to them in clause 1 of the General Conditions. The key definitions relevant to this Scope of Works are provided in the table below:

3 Year Maintenance Works Plan or 3MWP	<p>A rolling 3 year maintenance works plan for carrying out the Asset Management Services in respect of the CRN Assets during the next 3 Contract Years, which as at the date of the Deed is that plan set out in Appendix C3.3 (as may be updated in accordance with the Deed, including in accordance with section 5.8).</p>
10MSP Reference Costs	<p>Those amounts for Contingency (as set out in rows 586 and 665), Network Operations costs (as set out in rows 669 to 698) and Central costs (as set out in rows 702 to 783) in the Financial Proforma tabs of “Scope of Works – real costs” submitted by the Service Provider (being the version current as the date of the Deed and included as Appendix M), Average Indexed in accordance with Schedule 3 – Indexation Schedule.</p>
10 Year Maintenance Services Plan or 10MSP	<p>A maintenance services program for carrying out the Asset Management Services in respect of the CRN Assets during the Term, which as at the date of the Deed is that plan set out in Appendix C3.2 (as may be updated in accordance with the Deed, including in accordance with section 5.7).</p>
50 Year Asset Management Plan or 50AMP	<p>A asset management plan for the 50 year life of the CRN Assets, which as at the date of the Deed is that plan set out in Appendix C3.1 (as may be updated in accordance with the Deed, including in accordance with section 5.6).</p>
Aboriginal Heritage Item	<p>means:</p> <ul style="list-style-type: none"> • in respect of activities carried out in New South Wales, an Aboriginal place or object under the NPW Act; and • in respect of activities carried out in the Australian Capital Territory, an Aboriginal place or object under the ACT Heritage Act.
Aboriginal Participation Plan	<p>An aboriginal participation plan in respect of the Services, which as at the date of the Deed is that plan set out in Appendix C16 (as may be updated in accordance with the Deed).</p>

Ad Hoc Train Path	A Train Path which is not a SWTT Train Path that is made available to a rail operator on a specified day.
Ad Hoc Train Path Request	A request made by a rail operator for an Ad Hoc Train Path.
ARTC Network	The rail network operated, managed and maintained by ARTC on land and Assets the subject of the ARTC Lease, excluding any overbridges over that rail network.
Asset and Services Plan or ASP	An asset and services plan required to be prepared by the Service Provider in accordance with section 5.13 (as may be updated or replaced in accordance with the Deed).
Asset Condition Report	An annual asset condition report providing condition based trend information by asset class (eg Rail), location (eg Main West) or issue (eg Black Soil, track stability).
Asset Maintenance Services	The activities, services and works to be carried out by the Service Provider in accordance with section 6.
Asset Management	The systematic and coordinated activities and practices through which an organisation optimally manages its assets and their associated performance, risk and expenditures over their lifecycle.
Asset Management Planning Documents	Includes the: <ul style="list-style-type: none"> • 50 Year Asset Management Plan; • 10 Year Maintenance Services Plan; • 3 Year Maintenance Works Plan; and • other supporting documentation required to undertake the Asset Management Services.
Asset Management Services	All activities, services and works required to undertake Asset Management of the CRN Assets, including as described in section 5.
Asset Management System	Is the combination of the asset management information systems and capability required to deliver the Asset Management Services.
Assumed AWP	The list of work, services and activities set out in the plan in Appendix C19.
Biodiversity Management Plan	A biodiversity management plan required to be prepared by the Service Provider in accordance with section 13.7 (as may be updated in accordance with the

	Deed). This Plan may be included as part of the Environmental Management Plan.
CLM Act	<i>Contaminated Land Management Act 1997</i> (NSW).
Community Third Party Works	<p>Third Party Works:</p> <ul style="list-style-type: none"> (a) that provide or will provide, or are intended to provide, a community benefit or a benefit to an Authority; (b) that are necessitated by, or otherwise required to deal with, an emergency; (c) that are to be carried out by, or on behalf of, an Authority; (d) without limiting paragraph (c), in respect of which access to the CRN Land or CRN Assets is permitted under the <i>Telecommunications Act 1997</i> (Cth); or (e) that otherwise comprise or constitute Third Party Works, or relate to circumstances, referred to in section 10 of CRN-P-P011 Procedure for Third Party Works Access & Activity.
Configuration Management System	The process for establishing and maintaining the CRN Assets performance, function, and physical attributes with requirements, design, and operational information throughout the life cycle.
Contamination and Pollution Register	The register that contains all known Contamination and Pollution sites required by section 14.2 (as may be updated in accordance with the Deed). This register may be included as part of the Environmental Management Plan.
Contamination Management Services	The activities, services and works to be carried out by the Service Provider in accordance with section 14.
Corridor	A discrete corridor section of the railway tracks (including track, rail junctions, level crossings, station buildings, platforms, signal boxes, tunnels, bridges and other associated structures) on the CRN.
CRN Non-Operational Scope of Works	The work, activities and services to be provided by the Service Provider in relation to the CRN Non-Operational Network in accordance with Appendix I.
CRN Property Assets	Those CRN Assets that relate to CRN Land and facilities, and which are not required for rail operations.

CRN Rail Infrastructure Assets	Those CRN Assets that relate to rail operations.
Emergency Works Services	The activities, services and works to be carried out by the Service Provider in accordance with section 7.
Engineering Asset Register or EAR	A register containing a list of all Assets required for the purposes of supporting the Services.
Engineering Services	All activities required to support the Services including design, construction, commissioning, planning, decommissioning, maintenance, logistics, components selection, preparing manuals & technical documents, quality assurance, inspection, as defined in section 8.
Environmental Management and Sustainability Services	The activities, services and works to be carried out by the Service Provider in accordance with section 13.
Environmental Management Plan	An environmental management plan, which as at the date of the Deed is that plan set out in Appendix C4 (as may be updated in accordance with the Deed).



Fire Management Plan	A fire management plan in respect of the CRN Assets required to be prepared in accordance with section 13.13 (as may be updated in accordance with the Deed). This Plan may be included as part of the Environmental Management Plan.
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Fixed Asset	Has the meaning given to “Property, Plant and Equipment” in Australian Accounting Standard AASB 116 Property, Plant and Equipment (as amended).
Fixed Asset Register or FAR	A register containing a list of all Fixed Assets together with relevant financial details.
Heritage and Conservation Register	A register to meet the Principal’s obligations under section 170 of the NSW Heritage Act.
Heritage Management Plan	A heritage issues management plan to manage the Principal’s heritage Assets, which as at the date of the Deed is that plan set out in Appendix C5 (as may be updated in accordance with the Deed).
Independent Auditor	An auditor engaged to undertake an audit that is not employed by the Service Provider or any related company and is expressly required to carry out the audit on an independent basis.
Lessor Works	The activities, services and works to be carried out by the Service Provider in accordance with section 17.
Level Crossing Closure Plan	The level crossing closure plan for the management of level crossings, which as at the date of the Deed is that plan set out in Appendix C11 (as may be updated in accordance with the Deed, including in accordance with section 16).
Level Crossing Closure Services	The activities, services and works to be carried out in accordance with section 16.
Level Crossing Management Plan	A level crossing management plan for the management of new level crossings or a change in the purpose of a level crossing, which as at the date of the Deed is that plan set out in Appendix C12 (as may be updated in accordance with the Deed).
Major Incident	An incident that requires a coordinated approach but would not require the mobilisation of external emergency response agencies in accordance with the NSW State District Disaster Plans.
Major Periodic Maintenance or MPM	The maintenance activities that are cyclical in nature and with a cycle typically longer than 12 months.
Management of Stakeholder Relationships and Management of Communications Services	The activities, services and works to be carried out by the Service Provider in accordance with section 11.

Mobilisation Plan	A mobilisation plan that defines the requirements of the Service Provider during the Mobilisation Stage, which is that plan set out in Appendix C7.1. This may be included as part of the Workforce and Transition Plan.
Monthly Report	Each monthly report required to be prepared by the Service Provider in accordance with this Scope of Works.
NPW Act	<i>National Parks and Wildlife Act 1974 (NSW).</i>
Network Borders	The physical boundaries and limits of the CRN as specified in the document referenced “CRN Maps” referred to in Appendix G.
Network Operations Plan	A rail network operations management plan for carrying out the Network Operations Services, which as at the date of the Deed is that plan set out in Appendix C1 (as may be updated in accordance with the Deed, including in accordance with section 9.2).
Network Operations Services	The activities, services and works to be carried out by the Service Provider in accordance with section 9.
Non-Operational Lines Management Plan	A non-operational lines management plan for carrying out the CRN Non-Operational Scope of Works, which as at the date of the Deed is that plan set out in Appendix C10 (as may be updated in accordance with the Deed, including in accordance with section 9.2).
Organisation Structure	<p>For each phase during the operation of this Deed (including any phase comprising all or part of the Mobilisation Stage, each Contract Year and the period in which Transition Out Activities are carried out), the relevant structure (with the relevant structure for each such phase determined in accordance with the Workforce and Transition Plan) of the Service Provider’s workforce (comprising the employees of the Service Provider and any of its Related Bodies Corporate and key personnel of key subcontractors) for that phase included (or to be included) in the Workforce and Transition Plan, which as at the date of the Deed for each such phase is that structure shown in the relevant graphic set out in Appendix C7.2, in each case as may be updated in accordance with the Deed, including in accordance with section 3.2. For the purposes of this definition, a reference to:</p> <p>(a) a “key subcontractor” includes each of the entities listed in the document titled “List of Key Subcontractors” set out in Appendix C7.2, as well</p>

	<p>as any other entity engaged by the Service Provider to carry out any activities or work which are the same as, or substantially similar to, all or any part of the activities or work carried out, or to be carried out, by any of those entities; and</p> <p>(b) “key personnel” includes any person engaged by a key subcontractor to carry out any activities or work in connection with the CRN or the Services, excluding executive level management and staff engaged solely in administrative tasks.</p>
Performance Measurement Services	The activities, services and works to be carried out by the Service Provider in accordance with section 4.
Pollution Incident Response Plan	A pollution incident response plan required to be prepared by the Service Provider in accordance with section 13.5 (as may be updated in accordance with the Deed). This may be included as part of the Environmental Management Plan.
Possessions Plan	A possessions plan that sets out the planned Track Possessions for a minimum rolling 12 month period, which as at the date of the Deed is that plan contained within the 3MWP set out in Appendix C3.3 (as may be updated in accordance with the Deed). This may be included as part of the 3MWP.
Procedure for Incident and Failure Notification	The TfNSW procedure for reporting incidents and failures as referred to in Appendix A.
Project and Business Management Services	The activities, services and works to be carried out by the Service Provider in accordance with section 3.
Property Management Services	The management of all TAHE owned, licenced or leased land and CRN Property Assets on CRN Land in accordance with Appendix J.
Property Management Services Plan	A property management services plan for carrying out the Property Management Services in respect of TAHE owned, licenced or leased land and CRN Property Assets, which as at the date of the Deed is that plan set out in Appendix C9 (as may be updated in accordance with the Deed).
Regional Employment Plan	A regional employment plan in respect of the Services, which as at the date of the Deed is that plan set out in Appendix C15 (as may be updated in accordance with the Deed, including in accordance with section 3.11).

Risk Register	The risk register used by the Service Provider under its Rail Safety Accreditation to manage risks on, or in respect of, the CRN.
Routine Maintenance or RM	The day to day routine activities, services and works required to ensure that the CRN Assets are fit for their Intended Purpose.
Safety Management Plan	A safety management plan which describes how the Service Provider will implement the Safety Management System, which as at the date of the Deed is that plan set out in Appendix C6 (as may be updated in accordance with this Deed).
Safety Management Services	The activities, services and works to be carried out by the Service Provider in accordance with section 12.
Safety Management System	The system to be developed by the Service Provider in accordance with Part 3 of Division 6 of the RSNL.
Scope of Works Deliverables	Each of the deliverables required by this Scope of Works (including the Scope of Works Deliverables Schedule) in a Contract Year (or, in some circumstances, at other times as directed by the Principal's Representative), as such deliverables may be updated in accordance with this Deed. All Scope of Works Deliverables are either Review Documents for the purposes of clause 6.8 of the General Conditions or Excluded Documents for the purposes of clause 6.9 of the General Conditions.
Scope of Works Deliverables Schedule	Appendix H.
Services and Operations Plan	Each plan that may be provided by or on behalf of the Principal to the Service Provider (whether yearly or otherwise) that broadly outlines the operational requirements of the CRN, including any proposed changes in those operational requirements.
Signal Passed at Danger (SPAD)	A safety related incident where a train exceeds its authority to proceed.
Standard Working Timetable (SWTT)	The timetable which documents the Train Paths that have been authorised for the CRN Operational Network.
Stakeholder Management Plan	A stakeholder management plan for carrying out the Management of Stakeholder Relationships and Management of Communications Services, which as at

	the date of the Deed is that plan set out in Appendix C2 (as may be updated in accordance with the Deed).
Structures Disposal Plan	A plan relating to the disposal of structures, which as at the date of the Deed is that plan set out in Appendix C14 (as may be updated in accordance with the Deed).
Support Services	The activities, services and works to be carried out by the Service Provider in accordance with section 10, but excluding Excluded Support Services.
Technical Maintenance Plan	The plans required for the maintenance of CRN Assets in accordance with service contracts and legal requirements such as RSNL.
Temporary Speed Restriction	A temporary reduction in the maximum allowable track speed applied to a section of the CRN from that published in the TOC Manual.
Temporary Work	The work required on the CRN on a temporary basis to support the delivery of projects (for example access roads) or the Rail operations over a short period of time following an incident (that is, until permanent rectification work can be undertaken).
TfNSW Asset Handover Plan	The Asset handover plan subordinate to the TfNSW Asset Handover Requirements Policy that is required during the transition between service providers for Transport Cluster Assets.
TfNSW Asset Management Framework	The approach that is required by TfNSW to manage assets that are covered by maintenance contracts, as specified in Appendix B.
TfNSW Asset Management Standard	The Principal's 'Transport Service Provider Asset Management Plan Standard' available at: https://www.transport.nsw.gov.au/industry/asset-standards-authority/find-a-standard/transport-service-provider-asset-management-0
TfNSW Asset Management Reporting Standard	The TfNSW policy that defines the approach to be taken in preparing asset management documentation as referred to in Appendix A.
TfNSW Procedures	All procedures of TfNSW from time to time that apply to all or any part of the CRN Assets or the Services, including those set out in Appendix A.
TfNSW Reporting Standard	The TfNSW policy that defines the approach to be taken in preparing reporting documentation, available (as at the date of this Deed) at the following website:

	https://www.transport.nsw.gov.au/industry/asset-standards-authority/find-a-standard/transport-service-provider-asset-management
Third Party	An external entity that is not a party to the Deed.
Third Party Works	The activities, services and works to be carried out by Third Parties on, or in connection with, the CRN Assets, including those in respect of Third Party Constructed Enhancement Assets (whether before or after incorporation of those Third Party Constructed Enhancement Assets as part of the CRN Assets).
Third Party Works Management Plan	A Third Party Works management plan for carrying out the Third Party Works, which as at the date of the Deed is that plan set out in Appendix C8 (as may be updated in accordance with the Deed).
Train Control	The planning, programming and control of train movements, management of the train control centres, train operations, scheduling, monitoring train movements and network performance and daily train plans.
Train Control Systems	The systems and equipment in respect of Train Control (including the control, management, continuity and safe working of train services and all operational matters incidental to that control.
Train Operating Condition Manual or TOC Manual	The manual that provides the reference and technical guidance for train operations and describes the network and operating conditions for trains and rolling stock, and lists all rolling stock authorised to operate on the CRN.
Train Path	Has the meaning given in the KPI Schedule.
Turnout Rationalisation Plan	A plan relating to the rationalisation of turnouts, which as at the date of the Deed is that plan set out in Appendix C13 (as may be updated in accordance with the Deed).
Welded Track Stability Analysis (WTSA)	The seasonal analysis conducted on continuously welded rail to ensure track stability during warm temperatures.
Whole of Network Divestment Plan	The whole of network divestment plan to be developed by the Service Provider in accordance with Appendix J to manage the divestment of CRN Property Assets (as may be updated in accordance with the Deed, including in accordance with Appendix J).

WHS Management Plan A WHS management plan for the Services, which as at the date of the Deed is that plan set out in Appendix C17 (as may be updated in accordance with the Deed, including in accordance with section 12.3).

Workforce and Transition Plan A workforce and transition plan that details workforce and transition issues and activities for the Mobilisation Stage and the Term, which as at the date of the Deed is that plan set out in Appendix C7 (as may be updated in accordance with the Deed).

Glossary

AEO	Authorised Engineering Organisation
FCR	Fixing Country Rail
GIS	Geographic information system
IMS	Information management systems
MAD	Master Access Deed
LCIP	Level Crossing Improvement Program
ONRSR	Office of the National Rail Safety Regulator
QMS	Quality management system
RIM	Rail Infrastructure Manager
RISSB	Rail Industry Safety and Standards Board
RSO	Rolling Stock Operator

1.2 Interpretation

- 1.2.1 For the avoidance of doubt (except to the extent otherwise expressly stated):
- (a) the Service Provider must ensure that all provisions of this Scope of Works are satisfied;
 - (b) without limiting the above, where this Scope of Works provides that a particular act or thing is to be done or must be done, is not to be done or must not be done, or otherwise specifies particular requirements, those acts or things must be done or must not be done (as applicable), and those requirements must be

satisfied, by the Service Provider at the Service Provider's cost and risk (except to the extent otherwise provided in the Deed);

- (c) the words "includes" and "including" (and any variants of those words) shall be read as if followed by the words "without limitation";
- (d) any reference to "Deed" will be read as a reference to that term as set out in clause 1 of the General Conditions and, for the avoidance of doubt, includes this Scope of Work;
- (e) any reference to a "section" will be read as a reference to that section number of this Scope of Works;
- (f) any reference to a "clause" will be read as reference to that clause number in the General Conditions in the Deed;
- (g) any reference to a "Scope of Works Deliverable" is a reference to that document as updated from time to time in accordance with the Deed;
and
- (h) any reference to an "appendix" will be read as a reference to that appendix number of this Scope of Works.

2 General

2.1 Purpose

- 2.1.1 The purpose of this Scope of Works is to set out the Principal's requirements for the Service Provider to perform and carry out the Services under the Deed to manage, operate, maintain, repair and upgrade the CRN, including the CRN Assets and the CRN Property Assets.

2.2 Objectives

- 2.2.1 The Service Provider must perform and carry out all activities in this Scope of Works necessary to achieve the objectives outlined in clause 2.1 of the General Conditions.

2.3 Overview of the Services

- 2.3.1 The Services include:
- (a) the carrying out of any requirements set out or referred to in this section 2;
 - (b) Project and Business Management Services;
 - (c) Performance Measurement Services;
 - (d) Asset Management Services;
 - (e) Asset Maintenance Services;
 - (f) Emergency Works Services;
 - (g) Engineering Services;
 - (h) Network Operations Services;
 - (i) Support Services;
 - (j) Management of Stakeholder Relationships and Management of Communications Services;
 - (k) Safety Management Services;
 - (l) Environmental, heritage and sustainability management;
 - (m) Contamination Management Services;
 - (n) management of new level crossings and change in use of a level crossing, in accordance with section 15;
 - (o) Level Crossing Closure Services;
 - (p) management of Lessor Works, in accordance with section 17;
 - (q) management of Third Party Works, in accordance with section 18;
 - (r) mobilisation and transition management, in accordance with section 19;
 - (s) CRN Non-Operational Network Scope of Works;
 - (t) Property Management Services;
 - (u) property maintenance services;
 - (v) Welded Track Stability Analysis; and
 - (w) any other activities, services and works required by this Scope of Works.
- 2.3.2 The CRN has variable track classes and traffic volumes across the network including high volume heavy freight and passenger Corridors and also low volume seasonal grain lines. A summary of the key CRN Assets is included below:
- (a) passenger lines including passenger services and freight services;
 - (b) freight lines;

- (c) grain lines, which carry primarily grain movements;
- (d) disused lines that have had services withdrawn and are not maintained as operational;
- (e) a significant portfolio of CRN Property Assets including associated leases and licenses;
- (f) rail bridges (underbridges);
- (g) road over rail bridges (overbridges) including overbridges subject to the ARTC Lease;
- (h) a significant heritage portfolio of both property and infrastructure assets; and
- (i) other miscellaneous assets.

2.3.3 The parties acknowledge and agree that:

- (a) as at the date of this Deed:
 - (i) the Level Crossing Closure Services;
 - (ii) the Turnout Rationalisation Services; and
 - (iii) the Structures Disposal Services,do not form part of the Services; and
- (b) the Level Crossing Closure Services, the Turnout Rationalisation Services and the Structures Disposal Services may be incorporated as part of the Services in accordance with a Modification (including the exercise of a relevant Option by the Principal's Representative in accordance with clause 14.2(a) of the General Conditions).

2.4 Network Background

2.4.1 As a state-wide network with over 25,000 discrete Assets, there are a range of ongoing issues on the CRN which must be addressed by the Service Provider in carrying out the Services. These include:

- (a) low tonnage/volume track – there is a diverse portfolio of track assets including areas with highly variable dry/wet conditions, reactive clay soils ('black soil'), non-engineered formations and shallow ballast depths. Some of these assets require a fit for purpose approach to maintenance given the low/seasonal traffic volumes experienced and projected into the future;
- (b) high tonnage/volume track – some of the CRN includes high tonnage track with frequent passenger services. These lines require a higher proportion of maintenance activity than low tonnage/volume track to ensure that issues such as rail wear on curves and rail defects such as rolling contact fatigue and dipped welds do not negatively impact on the rolling stock ride quality or life expectancy of the CRN Rail Infrastructure Assets;
- (c) lines with suspended work – several rail Corridors have had scheduled major maintenance work delayed due to low traffic volumes. Work on these lines needs to be managed so that any future requests for Train Paths can be met;
- (d) speed restrictions – a significant number of locations have either permanent or long term speed restrictions in place. Speed restrictions are primarily the result of sighting distances at level crossings which would involve significant enhancement funding to resolve. Temporary Speed Restrictions are also used

- on the CRN to manage risk as a result of works being undertaken and also due to poor track geometry or rail defects. These issues must be carefully managed so as not to unnecessarily impact on CRN operations;
- (e) turnouts – the CRN has a large number of turnouts that require a program designed in accordance with the relative condition and the level of use of each such CRN Asset. Turnout maintenance issues include condition of turnout bearers, limited refurbishments where justified and nominal turnout grinding;
 - (f) rail – rail wear on the Main West and Parkes lines require careful management of defect levels to maximise rail life;
 - (g) drainage – management of drainage associated with the track asset includes removal of vegetation and culvert cleaning. There is also some work required around the management of drainage at yard locations across the CRN;
 - (h) welded track stability analysis – the management of track stability in welded track is a critical task on the CRN. Tasks such as track resurfacing and adjustment is currently undertaken prior to summer to ensure that track stability is not compromised;
 - (i) geotechnical sites – a number of high risk geotechnical sites are present on the CRN and require ongoing monitoring and/or the prioritised programming of projects to either reduce or eliminate the risk;
 - (j) train operating conditions – TOC waivers are issued to temporarily allow a change in operating conditions on the CRN against the TOC Manual. Some of these waivers may be issued to allow an increase in speeds or axle loads to provide a benefit to CRN customers;
 - (k) Overbridges – the CRN Assets (including those Assets subject to the ARTC Lease) include a large number of overbridges (i.e. road surface over the railway) across both the CRN and the ARTC Network. These include steel, timber and jack arch bridges some of which are in excess of 100 years old. A significant program of work is required to replace the large number of timber bridges on the CRN. Many of these Assets have heritage value and do not have a recent load rating. In some cases, load restrictions and temporary supports are used to manage these Assets until necessary work is undertaken;
 - (l) underbridges (including culverts) – the CRN has a large number of rail underbridges (e.g. a waterway under the railway) including ballast top underbridges, timber underbridges, steel pipe and concrete culverts. In addition to an ongoing program of replacement works, common management issues are blocked culverts, corrosion in steel pipe culverts, and culvert headwall damage. There are some timber underbridges on the CRN Non-Operational Network that have heritage value and/or are the subject of community safety concerns;
 - (m) fencing – many CRN Corridors are not fenced and there is no active program to achieve this. Limited fencing works are undertaken on a prioritisation basis on sections of particular Corridors which are gazetted as fenced to manage the risk of pedestrian or animal collisions on running lines as well as vandalism or trespass across the network. The Service Provider must also manage requests by neighbouring properties for fencing works, including repair and installation;
 - (n) signalling – the CRN includes both a positive Train Control System and also some Rail Vehicle Detection. Works to maintain and upgrade signalling infrastructure is required;

- (o) facilities – the CRN includes a large number of buildings and ancillary structures that range from out of service to new. A program is required to manage a large property portfolio across the state to manage contamination, structural integrity and heritage issues and over time to effectively reduce the risks presented by these Assets;
- (p) Contaminated land – the CRN includes a large number of legacy (pre-2004) Contaminated sites;
- (q) Property Management Services – Including the management of a number of properties including tenancy management and a large volume of licences (in excess of 2,000);
- (r) level crossings – the CRN includes a large number of level crossings which represent one of the highest risks to public safety. Ongoing assessment is required to manage these sites to ensure that sighting distances are maintained or improved, and also that road/vehicle use changes do not impact the safety of these locations (for example the introduction of oversize vehicles on roads at CRN level crossings with limited queuing distances). Level crossings may be closed to reduce risk wherever there is no operational need;
- (s) train control and support systems – the condition of the current train control and supporting communications system is considered satisfactory however ongoing management and maintenance is required;
- (t) CRN Non-Operational Network – the CRN includes a significant amount of Assets on non-operational Corridors including disused track Corridors, road surfaces at level crossings, heritage listed underbridges, underbridges with a public interface, redundant overbridges or geotechnical sites. Works on these lines are subject to the relevant Laws and Standards and Codes (such as management of noxious weeds or pests and bushfire risk management) or where there is a risk to public safety which can justify modification or removal of the Asset;
- (u) miscellaneous structures – the CRN Operational Network and the CRN Non-Operational Network includes a large number of structures including communications towers, dams and water columns. A program is required to monitor and maintain these structures;
- (v) redundant Assets portfolio – there are a large number of Assets on the CRN that are no longer needed for CRN operations including underbridges, overbridges, culverts, miscellaneous structures and facilities, many have identified heritage value. A program is required to manage these Assets ensuring public safety at all times while balancing cost and utility using approaches such as isolation fencing, maintenance or removal;
- (w) heritage Assets portfolio – the CRN includes a range of different CRN Assets or precincts that have heritage value and are identified on the Heritage and Conservation Register, Local Environmental Plan or the New South Wales State Heritage Register. Some CRN Assets that are on the Heritage and Conservation Register present a risk to the public and require isolation to prevent access. A program of works is required to identify which CRN Assets will be maintained as opposed to removal through a specific project;
- (x) vegetation – the CRN includes a large area of CRN Land across the state with requirement to comply with noxious weed and bushfire risk management

- obligations. This issue is critical to neighbouring properties and can result in significant complaints if not managed properly; and
- (y) stakeholder management – the CRN as a state wide transport network includes a large and diverse range of customers, stakeholders and interfaces. These customers, stakeholders and interfaces require active and careful management to ensure that both the public and government remain confident that the CRN is being effectively managed.

3 Project and Business Management Services

3.1 General

3.1.1 The Project and Business Management Services includes:

- (a) all activities, services and works required by this section 3; and
- (b) all activities, work and the supply of all materials necessary for the carrying out of the Project and Business Management Services, whether or not they are expressly mentioned in this section 3, including those which arise out of, or in any way in connection with, any change in the CRN Assets after the date of the Deed or which otherwise should reasonably have been anticipated or inferred by a reasonably competent and experienced service provider at the date of the Deed as being necessary or desirable for the carrying out of the Project and Business Management Services had such service provider inspected:
 - (i) all information made available by or on behalf of the Principal to the Service Provider or any Related Body Corporate of the Service Provider for the purpose of tendering, or otherwise in connection with the Deed, including the Information Documents;
 - (ii) all documents forming part of the Deed;
 - (iii) all information relevant to risk allocation under the Deed which is reasonably obtainable by the making of reasonable enquiries; and
 - (iv) the CRN Assets and their near surrounds.

3.2 Service Provider's Organisation Structure and Workforce and Transition Plan

3.2.1 The Service Provider must ensure that it has sufficiently competent and capable resources available to manage the operations, maintenance, repair and upgrade of the CRN Assets in order to achieve the objectives outlined in clause 2.1 of the General Conditions. This includes sourcing all Dedicated Employees, along with developing training programs as is necessary to ensure that Dedicated Employees are capable of performing the work required.

3.2.2 The Service Provider:

- (a) must, at all times during the operation of the Deed (including the Mobilisation Stage, each Contract Year and the period in which the Transition Out Activities are carried out), establish and engage a workforce in accordance with the relevant Organisation Structure for the relevant phase of the operation of the Deed, including Key Personnel, to ensure the effective performance of the Services;
- (b) warrants that the establishment and engagement of a workforce in accordance with the Organisation Structure will enable the Service Provider to carry out the Services in accordance with the Deed; and
- (c) acknowledges and agrees that, if the Service Provider fails to establish and engage a workforce in accordance with the Organisation Structure, the Principal may (without limiting any other right of the Principal) recover from the Service Provider as a debt due an amount equal to the reduction in the Monthly

Services Fee that would have been determined by the Principal's Representative in accordance with the Variations Schedule if the Principal's Representative had directed a Modification changing the Organisation Structure to match the workforce actually established and engaged by the Service Provider.

- 3.2.3 The workforce must be capable of the transferring of all responsibilities from the Previous Service Provider to the Service Provider during the Mobilisation Stage (and the satisfaction of those responsibilities), consistent with the Workforce and Transition Plan.
- 3.2.4 Without limiting clause 6.2 of the General Conditions regarding the replacement of Key Personnel, any proposed changes to the Organisation Structure by the Service Provider prior to the expiry of the Term (except to the extent such changes are expressly contemplated as at the date of this Deed and set out in Appendix C7.2 or such changes are necessary as a result of any Modification, Adjustment Event or Qualifying Latent CRN Assets Condition) must be submitted to the Principal's Representative for approval as a Modification in accordance with either clause 14.3(a) or 15(c) of the General Conditions and, if approved, the Service Provider must submit an updated Workforce and Transition Plan. The Service Provider must also submit an updated Workforce and Transition Plan (including updated Organisation Structures) to the extent changes are necessary as a result of any Modification, Adjustment Event or Qualifying Latent CRN Assets Condition.
- 3.2.5 Without limiting clause 6.2 of the General Conditions regarding the replacement of Key Personnel, the Service Provider must not amend or change the Organisation Structure other than in accordance with section 3.2.4.
- 3.2.6 The Service Provider must not change Key Personnel, or their respective capacities, except in accordance with clause 6.2 of the General Conditions.

3.3 Service Provider Business Risk and Issues Management Activities

- 3.3.1 The Service Provider must implement a process to manage risks that could adversely affect CRN Assets or jeopardise compliance with the Deed. This includes the development and implementation of a risk management strategy which is to be maintained in the Risk Register.
- 3.3.2 The Risk Register must, identify, assess, control, monitor and review risks in each of the following categories, including:
- (a) safety;
 - (b) operations;
 - (c) engineering;
 - (d) environmental; and
 - (e) business.
- 3.3.3 The Service Provider's risk management processes and Risk Register must be maintained at a level consistent with Good Industry Practice. Risk tolerability criteria

will be compatible with those described in TfNSW *Transport Enterprise Risk Management (TERM) Framework*.

- 3.3.4 The Service Provider must maintain the Risk Register that details all identified risks, their assessed levels, the progress of control actions, and role responsible for control of each risk.
- 3.3.5 On an annual basis, the Service Provider must conduct risk workshops to identify emerging risks. The Service Provider must, at least 20 Business Days before any such workshop, notify the Principal's Representative that a risk workshop is being conducted. The Service Provider must provide documentation, including a report of any key changes, relevant to this workshop to the Principal's Representative at least 5 Business Days prior to this workshop.
- 3.3.6 Without limiting section 19, the Principal may, at its sole and absolute discretion, and at no additional cost to the Principal, request a risk assessment for an emerging risk or issue.

3.4 Implementation of Business Management Systems

Information Management Systems

- 3.4.1 The Service Provider must establish and maintain all information management systems (**IMS**) to deliver the Services including:
 - (a) licensing and usage of standard software;
 - (b) data center infrastructure, including servers;
 - (c) data lines, internet access, virus protection, and web-blocking software (including any necessary firewalls);
 - (d) backup and disaster recovery equipment;
 - (e) desktops, laptops, tablets, printers, PDAs, plotters, photocopiers and mobile devices;
 - (f) video-conferencing equipment;
 - (g) fixed voice lines and satellite services; and
 - (h) any other project or corporate based IT equipment.
- 3.4.2 The Service Provider must ensure that the systems provided by it in accordance with section 3.4.1 enable it to operate, maintain, upgrade and repair CRN Assets as required under the Deed.
- 3.4.3 Without limiting clause 6.4(c) of the General Conditions, the Service Provider must ensure that the Principal has remote access to the IMS. The IMS developed by the Service Provider must allow for any upgrades in technology platforms for the duration of the Mobilisation Stage and the Term.
- 3.4.4 The IMS must have the capability to interface with and support:
 - (a) the Principal's asset management platform that includes all CRN Assets as it exists from time to time; and
 - (b) the Principal's geographical information system (**GIS**);
 - (c) a property management system able to support the requirements specified in Appendix J; and

- (d) a document management system otherwise able to support all aspects of this Scope of Works.
- 3.4.5 The IMS shall have high availability and reliability, including the capacity to recover from a major fault in less than one hour.

Information Management Systems Security

- 3.4.6 The Service Provider must implement security measures for its IMS including:
- (a) access control, such that only authorised users have access to “commercial-in-confidence” and other sensitive data;
 - (b) antivirus protection that automatically updates and protects systems from viruses, spyware and other malware;
 - (c) anti-intrusion and detection systems to prevent access to systems from internal and external unauthorised users and to automatically alert system administrators when unauthorised access attempts are made; and
 - (d) servers that provide services to external users, which must be installed in a non-military zone.
- 3.4.7 The Service Provider must keep its IMS security measures up to date and review them for adequacy on a monthly basis. The Service Provider must advise on its compliance with this requirement through regular status reporting in the Monthly Report and must ensure audits are undertaken of such compliance by an Independent Auditor at least annually. The Service Provider must make available the Independent Auditor’s report to the Principal’s Representative promptly following receipt.
- 3.4.8 Without limiting clause 6.7 of the General Conditions, the Service Provider must:
- (a) establish back-up arrangements that allow for the recovery of all IMS data;
 - (b) ensure that all IMS data is backed up at least once every 24 hours;
 - (c) establish uninterruptible power supplies for IMS critical data;
 - (d) establish full redundancy for IMS critical data; and
 - (e) implement systems that allow for continuous availability for train control in accordance with the Standard Working Timetable (SWTT) and Ad Hoc Train Path requests for the CRN Operational Network.
- The Service Provider must also establish and maintain the capability required to interface with the Principal’s systems in order to share documents and data as required without compromising either the Principal’s or the Service Provider’s security.

Information Technology and Software Support

- 3.4.9 The Service Provider must provide the following IT and software support services:
- (a) maximise the availability of its IMS;
 - (b) provide support and advice services to users;
 - (c) manage the distribution, modification and repair of all hardware and software systems; and
 - (d) manage the configuration of its IMS, including both hardware and software.

Business Continuity Planning

- 3.4.10 The Service Provider must develop, implement and ensure business continuity so as to ensure that all potential contract change events envisaged by the Deed (including any termination of the Deed) can be met without interruption to customers.

3.5 Scope of Works Deliverables

- 3.5.1 The Service Provider must develop, update, maintain and implement all Scope of Works Deliverables in accordance with the Scope of Works Deliverables Schedule.
- 3.5.2 Without limiting the above general requirements or the extent of the Scope of Works Deliverables, the four Scope of Works Deliverables referred to in Table 1 below must be submitted annually by the Service Provider, on the dates nominated in the Scope of Works Deliverables Schedule or on the dates otherwise nominated by the Principal's Representative.
- 3.5.3 These documents must be completed in accordance with the templates set out in Table 1 below.

Table 1: Scope of Works Deliverables

CM Ref	Scope of Works Deliverable title [reporting]	Reference/Template
	50 Year Asset Management Plan (50AMP)	TfNSW Asset Management Standard
	10 Year Maintenance Services Plan (10MSP)	TfNSW Asset Management Standard
	3 Year Maintenance Work Plan (3MWP)	TfNSW Asset Management Standard
	Annual Report	TfNSW Reporting Standard

- 3.5.4 The Service Provider must manage the Services under the Deed in accordance with the Scope of Works Deliverables.
- 3.5.5 The Service Provider warrants that any Scope of Works Deliverables which are as at the date of the Deed attached as an appendix to this Scope of Works complies in all respects with the requirements of this Scope of Works.
- 3.5.6 Clause 6.8 or 6.9 (as applicable) of the General Conditions will apply to the submission and review of any Scope of Works Deliverables.
- 3.5.7 For the avoidance of doubt, the Scope of Works Deliverables are Review Documents unless they constitute Excluded Documents.

- 3.5.8 The Service Provider must prepare, review, update and submit each Scope of Works Deliverable to the Principal's Representative by the timeframe specified in the Scope of Works Deliverables Schedule.
- 3.5.9 The Services Provider must comply with each Scope of Works Deliverables in the performance of the Services.
- 3.5.10 The Service Provider must review and update each Scope of Works Deliverable and submit the updated Scope of Works Deliverables to the Principal's Representative:
- (a) where there is a Change in Law that may affect the content of the Scope of Works Deliverables, promptly upon that Change in Law taking effect; or
 - (b) as otherwise requested by the Principal's Representative.
- 3.5.11 Without limiting clauses 6.8, 6.9 or 6.10 of the General Conditions, the Principal's Representative is not required to approve the Scope of Works Deliverables, however the Service Provider must take into account any comments made by the Principal's Representative in respect of the Scope of Works Deliverables. The Service Provider must submit revised Scope of Work Deliverables within the time required by clause 6.8 or 6.9 (as applicable) of the General Conditions or otherwise within a shorter reasonable time where nominated by the Principal's Representative.
- 3.5.12 Without limiting the above general requirements or clauses 6.8, 6.9 and 6.10 of the General Conditions, the Service Provider is solely responsible for the accuracy of all Scope of Work Deliverables.
- 3.5.13 Without limiting the above general requirements or clauses 6.8 and 6.9 of the General Conditions, the Principal's Representative may reject any Scope of Work Deliverables for any omissions, errors or other Non-Compliances giving written reasons. In the event that the Principal rejects any Scope of Work Deliverables, the Service Provider must submit a revised version within the time required by clause 6.8 of 6.9 (as applicable) of the General Conditions or otherwise within a shorter reasonable time where nominated by the Principal's Representative.

3.6 Document Management and Control

- 3.6.1 The Service Provider must establish and maintain a document management system on contemporary information technology platforms.
- 3.6.2 The Service Provider must provide the Principal with online access to the document management system.

3.7 Financial Management

- 3.7.1 Nothing in this section 3.7 limits clause 6 of the General Conditions.
- 3.7.2 The Service Provider must implement a financial management information system necessary to plan, monitor, control and report on the financial status of the delivery of the Services.

- 3.7.3 The financial management information system must meet the open access requirements specified in clause 6.4 of the General Conditions.
- 3.7.4 Without limiting clause 6.4 of the General Conditions, the Principal must be granted access to the Service Provider's financial management information system for the purposes of conducting audits, and validating any audits the Service Provider undertakes or procures, including those done in accordance with clause 6.4 of the General Conditions or the Scope of Works.
- 3.7.5 The Service Provider must arrange for an audit by an Independent Auditor of its Financial Management, Statement and Procedures. Audits must be undertaken at least annually. The Service Provider must make available the Independent Auditor's report to the Principal's Representative promptly following receipt.

Regular and ad hoc Financial Reporting

- 3.7.6 The Service Provider must prepare Payment Claims in accordance with clause 17 of the General Conditions each month prior to the Termination Date to allow a single payment each month in accordance with the terms of the Deed.
- 3.7.7 Monthly reports should be prepared in accordance with the TfNSW Reporting Standard. Detailed information on the financial status of the Services are required to be included in this monthly report.
- 3.7.8 The Monthly Report shall include the following financial information for the current financial year (actuals and forecasts):
- (a) all revenue and breakdown;
 - (b) debtor status and aging details of debtors;
 - (c) Monthly Services Fee broken down into capital and recurrent expenditure components including any adjustments. Individual pricing components of the Monthly Services Fee must indicate whether they pertain to capital or recurrent expenditure;
 - (d) total capital works spending with the associated project and asset details;
 - (e) details of completed assets to enable the FAR to be properly maintained including:
 - (i) capitalisation details for any asset additions;
 - (ii) reconciliation of total capital expenditures and total assets completed and work-in-progress;
 - (iii) if specific assets need to be replaced or disposed as a result of additions, the Service Provider must provide identification and details of assets that needs to be replaced or disposed of and update the FAR accordingly; and
 - (iv) project completion certificates and supporting evidence of completion such as photos of assets completed;
 - (f) summary of any pricing impacts as a result of Adjustment Events and/or Modifications;
 - (g) reconciliation of costs incurred (both capital works spending and recurrent expenditure spending) versus cash billed as part of the Monthly Services Fee

- (both capital works component and recurrent expenditure component) to determine any prepaid expenses or accrued expenses;
- (h) diesel fuel rebate; and
 - (i) other requirements as may be specified by the Principal's Representative, from time to time.
- 3.7.9 The Service Provider must include all information which outlines all revenue-related account transfers that have occurred by the end of that month in the monthly reports submitted to the Principal's Representative.
- 3.7.10 The Service Provider must review and report on the useful life of assets in the FAR and the remaining useful life of assets at least annually on 31 March or as otherwise notified by the Principal's Representative.
- 3.7.11 The Service Provider must also provide *ad hoc* financial reporting as and when required by the Principal or the Principal's Representative. This may include information required for:
- (a) revaluation and impairment assessment of assets;
 - (b) insurance values;
 - (c) stock take;
 - (d) Ministerial requests;
 - (e) audit requests; and
 - (f) client assistance schedule.
- 3.7.12 The Service Provider must assist the Principal's Representative in the interpretation of any detailed financial reports.

Budgeting and Forecasting

- 3.7.13 As part of the Monthly Report, the Service Provider must prepare and maintain forecast estimates (for the current financial year) of the likely values of 'AAI', '3MWPA' and 'VP' (each determined in accordance with the Payment Schedule).
- 3.7.14 The Service Provider must prepare, and submit to the Principal's Representative with the first Payment Claim submitted after the end of each Contract Year, the Budget to Actual 3MWP Financial Report, which must be presented in the format specified in, and otherwise satisfy the requirements of, Appendix H.
- 3.7.15 Without limiting clause 6.4 of the General Conditions, the Service Provider must arrange for the Principal or the Principal's Representative to access the Service Provider's Records, and where required, those of its Parent Company, for audit purposes.

3.8 Manage Revenue Collection and Bank Guarantees

- 3.8.1 As part of the Project and Business Management Services (including in respect of section 18), the Service Provider must:
- (a) collect and receipt fees and all other payments received from Third Parties;

- (b) prepare and issue invoices for fees, outgoings and other recoverable amounts where applicable;
- (c) bank all monies received at the end of each week, reconcile receipts with fee allocations, provide a report to the Principal's Representative detailing the breakdown of money received and banked, and transfer these monies by way of EFT to the Principal's nominated bank account;
- (d) provide aging of debtors and monitor overdue payments and non-payment by Third Parties, follow up and resolve outstanding payment with the Principal's Representative, and manage all other aspects of debt recovery for outstanding amounts due and payable by Third Parties (including payments in arrears, non-compliance and breach notices, and (if appropriate) engage debt recovery services);
- (e) maintain and administer all bank guarantees, securities and bonds provided under Third Party agreements, and develop a register to track bonds, securities and guarantees should any changes to the Third Party agreement terms trigger a change in the respective amount due to be paid to a Third Party; and
- (f) arrange for the return of guarantees, bonds and securities once the Third Party has fulfilled all relevant conditions precedent to the release of the relevant bond, guarantee or security in accordance with the terms of the relevant Third Party agreement (with such release subject to the approval by the Principal's Representative).

3.9 Service Provider Contract Management

- 3.9.1 The Service Provider must locate a proportion of Full Time Equivalent employees engaged in respect of the Services in TfNSW Regional and Outer Metropolitan Areas in accordance with the Regional Employment Plan and the KPI Schedule.

Corporate Support

- 3.9.2 The Service Provider's business management must include:
- (a) business development, sales and marketing;
 - (b) financial, legal and human resources;
 - (c) executive management and corporate services, including treasury, taxation and accounting audit services;
 - (d) meetings with the Principal and Parent Company;
 - (e) legal costs, including regulatory compliance and reporting;
 - (f) all management and governance forums;
 - (g) specialist advice on strategy and business planning;
 - (h) management input into all aspects of this Scope of Work;
 - (i) all industrial relations support, including any negotiations with respect to any applicable enterprise agreements; and
 - (j) workers' compensation case management.

Contract Management

- 3.9.3 The Service Provider's management must include:
- (a) planning work;
 - (b) procurement services including tender processes, to ensure that its Associates have the required competency, capacity, systems and processes to undertake the Services;
 - (c) contracting of its Associates to undertake specified Services over specified time periods;
 - (d) effective management and monitoring of its Associates to ensure compliance with quality, safety, environmental and other Laws;
 - (e) payment of its Associates for services delivered;
 - (f) resolution of any Claims or other disputes;
 - (g) safety inductions and other familiarisation training related to work practices or other CRN Asset specific requirements;
 - (h) implementation of corrective actions to address any deviations from its Associates specified performance requirements;
 - (i) development and/or updating all drawings or other technical data to maintain the integrity of the Service Provider's configuration management system; and
 - (j) inspection of the CRN Assets upon vacating to ensure completion of any CRN Asset clean-up or other remediation work.
- 3.9.4 The Service Provider must arrange for an audit by an Independent Auditor of its level of compliance with the requirements of the Deed and Scope of Works. Audits must be undertaken at least annually. The Service Provider must make available the Independent Auditor's report to the Principal's Representative promptly following receipt.

Service Provider Accreditations and Approvals

- 3.9.5 The Service Provider must achieve and maintain status as an Authorised Engineering Organisation (AEO) as required by clause 7.10 of the General Conditions and Accreditation under RSNL as required by 7.11 of the General Conditions.

Management of Subcontractors

- 3.9.6 The Service Provider must ensure that all Subcontractors:
- (a) implement and comply with the requirements of any relevant Accreditation, approval or authorisation applicable to the Services; and
 - (b) provide the Principal with such assistance as may be reasonably required by the Principal to enable the Principal to cooperate fully with a request from any Authority.
- 3.9.7 The Service Provider releases and discharges the Principal from all Claims, costs, expenses and losses which it may have against the Principal or otherwise suffer or incur arising out of, or in connection with, the requirement to obtain any Accreditation, ASA Authorisation or Approval required to undertake the Services.

- 3.9.8 The Service Provider must ensure that all of its Associates hold all necessary Accreditations, Approvals and licenses in order to undertake the Services for which they are contracted.

Incident Reporting

- 3.9.9 The Service Provider must perform all reporting activities so as to meet all the relevant incident reporting requirements of the Office of the National Rail Safety Regulator (ONRSR) for Category A notifiable occurrences and Category B notifiable occurrences (as those terms are defined under regulation 57 of the *Rail Safety National Law National Regulations 2012* (NSW)).
- 3.9.10 In addition to the requirement above, the Service Provider must also comply with the Procedure for Incident and Failure Notification referred to in the TfNSW Procedures and summarise any incidents or investigations in the next Monthly Report. This includes requirements to summarise any Incidents or investigations in the next Monthly Report.

Monthly Contract Meetings

- 3.9.11 The Service Provider must attend monthly contract meetings as required by the Principal's Representative.
- 3.9.12 The monthly contract meetings will use the most recent Quarterly Report or Monthly Report (submitted by the Service Provider at a date nominated by the Principal as set out in the Scope of Works Deliverables Schedule) as its agenda.
- 3.9.13 The Service Provider must provide all required reports 10 Business Days prior to the monthly contract meeting.
- 3.9.14 The Principal's Representative will notify the Service Provider (in its absolute discretion) of the location, timing, and required attendees at the monthly contract meetings.
- 3.9.15 The monthly contract meeting will (in the absolute discretion of the Principal's Representative) typically be held around the third week of each month to align with the delivery timeframe of the Monthly Report.

Quarterly Contract Review Meetings

- 3.9.16 The Service Provider must attend quarterly contract review meetings as required by the Principal's Representative.
- 3.9.17 The quarterly contract review meetings will use the most recent Quarterly Report or Monthly Report (submitted by the Service Provider at the date nominated by the Principal as set out in the Scope of Works Deliverables Schedule) as its agenda.
- 3.9.18 The Service Provider shall provide all required reports 10 Business Days prior to the quarterly contract review meeting.

- 3.9.19 The Principal's Representative will notify the Service Provider (in its absolute discretion) of the location, timing, and required attendees of the quarterly contract review meetings.

Annual Contract Meetings

- 3.9.20 The Service Provider must attend annual contract meetings as required by the Principal's Representative.
- 3.9.21 The annual contract meeting will use an agenda agreed by the Principal and the Service Provider, based on issues raised in the Monthly Reports, Quarterly and Annual Reports for that Contract Year, submitted at a date nominated by the Principal as set out in the Scope of Works Deliverables Schedule.
- 3.9.22 The Service Provider shall provide all required reports, including the agenda, 10 Business Days prior to the annual contract meeting.
- 3.9.23 The Principal's Representative will notify the Service Provider (in its absolute discretion) of the location, timing, and required attendees at the annual contract meetings.

Alignment with TfNSW Policies

- 3.9.24 The Service Provider must act in accordance with the relevant TfNSW Ethics and Procurement policies as they exist from time to time.
- 3.9.25 Without limiting section 3.9.24 above, the Service Provider must conduct its business management to include in particular merit based recruitment and procurement practices, for example, where sub-contractors or a related company to the Service Provider are engaged to provide part of the Services.
- 3.9.26 The Service Provider must advise the Principal of any potential situations where the Service Provider or the Principal may not comply with section 3.9.24 or 3.9.25.

3.10 Provision of Reciprocal Support to Enable Effective Deed Management by the Principal

- 3.10.1 The Service Provider must assist the Principal with management of the Deed through the establishment of a contract management framework and the implementation of contract management policies and procedures. This process shall include:
- (a) proactively engaging with the Principal to identify potential issues, including disputes, as early as possible;
 - (b) resolving any issues expeditiously and in a cooperative manner;
 - (c) responding positively and proactively to requests by the Principal for information and assistance;
 - (d) providing reports and additional information when requested; and

- (e) managing Scope of Works Deliverables in a professional manner that allows the Principal to meet any of its obligations (whether under this Deed, at Law or otherwise).

3.11 Regional Employment Plan

- 3.11.1 The Service Provider must develop, update, and maintain a Regional Employment Plan.
- 3.11.2 The Service Provider must implement the agreed Regional Employment Plan to promote regional employment, and prepare and submit local industry participation progress advice as part of the Annual Report.
- 3.11.3 The Service Provider must not decrease the level of employment in TfNSW Regional and Outer Metropolitan Areas below that required in accordance with the KPI Schedule (KPI 14 – Regional Employment) without prior written approval from the Principal.
- 3.11.4 The Service Provider must arrange for an independent audit by an Independent Auditor of its regional employment outcomes. Audits must be undertaken at least annually. The Service Provider must make available the auditor's report to the Principal's Representative promptly following receipt.

3.12 Aboriginal Participation Plan

- 3.12.1 The Service Provider must develop, update, and maintain an Aboriginal Participation Plan.
- 3.12.2 The Aboriginal Participation Plan must comply with NSW policies on the employment of Aboriginal people including the NSW Aboriginal Participation in Construction (APiC) Policy 2018 and the NSW Aboriginal Procurement Policy (APP) 2018 to promote Aboriginal employment, and the Service Provider must prepare and submit Aboriginal participation progress advice as part of the Annual Report.
- 3.12.3 In respect of any Enhancement Activities, the Service Provider must:
 - (a) comply with the Aboriginal Participation in Construction (APIC) policy, as amended and updated from time to time;
 - (b) enter the relevant requirements of the Aboriginal Participation Plan (and any amendments) in the APIC policy reporting portal available at <https://app.onegov.nsw.gov.au> (Aboriginal Participation Portal), or via such other website or method as may be notified by the Principal from time to time;
 - (c) report against those requirements in accordance with the APIC policy reporting requirements on a monthly basis:
 - (i) to the Principal; and
 - (ii) through the Aboriginal Participation Portal or via such other website or method as may be notified by the Principal from time to time;
 - (d) promptly after the Date of Completion:
 - (i) prepare a final Aboriginal Participation Report in accordance with the APIC policy reporting requirements and identifying if Aboriginal participation requirements were met in respect of the Enhancement Activities; and

- (ii) provide the final Aboriginal Participation Report in respect of the Enhancement Activities to the Principal's Representative; and
 - (e) following approval by the Principal's Representative, submit the details of the final Aboriginal Participation Report through the Aboriginal Participation Portal or via such other website or method as may be notified by the Principal from time to time.
- 3.12.4 In respect of all components of the Services (other than any Enhancement Activities), the Service Provider must comply with the Aboriginal Procurement Policy.
- 3.12.5 The Service Provider must include advice on the status of employment of Aboriginal participation in the delivery of the Services in its Annual Report and otherwise provide this to the Principal's Representative upon request.
- 3.12.6 The Service Provider must not decrease the level of Aboriginal and Torres Strait Islander employment below that specified in the KPI Schedule without prior written approval from the Principal.
- 3.12.7 The Service Provider must engage an Independent Auditor to undertake an audit of compliance by the Service Provider with the Aboriginal Participation Plan at least yearly. The Service Provider must make available the Independent Auditor's report to the Principal's Representative promptly following receipt.

3.13 Quality Management

Quality Management System

- 3.13.1 The Service Provider must implement and maintain a quality management system (QMS) suitable to the requirements for maintaining Rail Safety Accreditation as a Rail Infrastructure Manager (RIM) and, to the extent required to carry out the Services in accordance with the Deed, as a Rolling Stock Operator (RSO) and also status as an AEO.
- 3.13.2 The Service Provider shall make accessible all QMS records and any other records relating to the quality of the work to the Principal's Representative when requested.

Quality Non-Conformances

- 3.13.3 The Principal's Representative may advise the Service Provider of apparent quality non-conformances.
- 3.13.4 Except in respect of quality non-conformances which constitute a Non-Compliance and are the subject of a Rectification Plan prepared in accordance with the KPI Schedule, the Service Provider must identify, review and analyse the cause of all quality non-conformances, and develop and implement a plan of corrective action to minimise the likelihood of recurrence. Details of such corrective action must be recorded in a quality non-conformance report or corrective action request, as appropriate. These reports must be summarized as part of the Monthly Report and made available in full to the Principal's Representative on request.

- 3.13.5 Without limiting clause 6.4 of the General Conditions, the Principal shall have the absolute right to audit reports or other documentation associated with quality non-conformances.

Assurance

- 3.13.6 The Service Provider must carry out audits on an annual basis, or as required by the Principal's Representative from time to time, as per the Scope of Works Deliverables Schedule.
- 3.13.7 The Service Provider shall engage a suitably qualified Independent Auditor to conduct all audits. The Independent Auditor shall not be an employee of the Service Provider or any related companies or the Parent Company.
- 3.13.8 The Service Provider must include advice in the Monthly Report on the progress of audits required by this section.
- 3.13.9 The audit advice should include the following information:
- (a) activity audited;
 - (b) auditor details;
 - (c) period audited;
 - (d) summary scope of audit;
 - (e) summary report including outcome and non-conformances;
 - (f) recommendations;
 - (g) audit disclosures and qualifications;
 - (h) deadlines and priorities to rectify non-conformances; and
 - (i) any audits that have been delayed, regardless of the reason.
- 3.13.10 The Service Provider shall manage all non-conformances as per the requirements defined in the QMS.
- 3.13.11 The minimum audit requirements are included in the Scope of Work Deliverables Schedule.

3.14 Industrial Relations

- 3.14.1 The Service Provider must manage the work, activities and services under the Deed in accordance with all Laws (including the NSW IR Guidelines).
- 3.14.2 The Service Provider must notify the Principal's Representative of any potential industrial relations issues as soon as possible.
- 3.14.3 The Service Provider must keep the Principal's Representative informed on the status of industrial relations within its own workforce as well as those of its Associates.

3.15 Workforce Development

- 3.15.1 Until the expiry of the Term, the Service Provider must ensure that a competent and capable workforce is available to carry out the Services.

- 3.15.2 The Service Provider must ensure, on an ongoing basis, that all employees, Dedicated Employees and its Associates have the competency, capability and capacity required to operate and maintain the CRN until the expiry of the Term.
- 3.15.3 The Service Provider must assess the competency and capacity of all employees, Dedicated Employees and its Associates at the Services Commencement Date, and continue to conduct review on a periodic basis.
- 3.15.4 Where gaps in competency, capacity and capability are identified, the Service Provider must provide training to employees, Dedicated Employees and its Associates to address these gaps.

3.16 Intellectual Property

- 3.16.1 The Service Provider must develop and maintain a database of all intellectual property (IP) used in performing the Services. The list shall identify the owner of the IP and separately identify IP which is:
 - (a) Service Provider's Background Intellectual Property;
 - (b) Principal's background Intellectual Property; and
 - (c) Principal's Intellectual Property (as a result of clause 21.3 of the General Conditions).
- 3.16.2 The Service Provider must maintain up-to-date IP information including details on how the IP material is used by the Service Provider, criticality, the expiry or review date (as applicable), the relevant business unit responsible for the management of the IP, and a dedicated contact point within the Service Provider.
- 3.16.3 The Service Provider must prepare and submit to the Principal's Representative an IP summary on an annual basis which is to be included in the Annual Report.

4 Performance Measurement Services

4.1 General

4.1.1 The Performance Measurement Services includes:

- (a) all activities, services and works required by this section 4; and
- (b) all activities, work and the supply of all materials necessary for the carrying out of the Performance Measurement Services, whether or not they are expressly mentioned in this section 4, including those which arise out of, or in any way in connection with, any change in the CRN Assets after the date of the Deed or which otherwise should reasonably have been anticipated or inferred by a reasonably competent and experienced service provider at the date of the Deed as being necessary or desirable for the carrying out of the Performance Measurement Services had such service provider inspected:
 - (i) all information made available by or on behalf of the Principal to the Service Provider or any Related Body Corporate of the Service Provider for the purpose of tendering, or otherwise in connection with the Deed, including the Information Documents;
 - (ii) all documents forming part of the Deed;
 - (iii) all information relevant to risk allocation under the Deed which is reasonably obtainable by the making of reasonable enquiries; and
 - (iv) the CRN Assets and their near surrounds.

4.1.2 The Service Provider must report any occurrences of:

- (a) non-delivery of any component of the Performance Measurement Services; or
- (b) Non-Compliances in respect of Performance Measurement Services, to the Principal's Representative and implement corrective actions, including in accordance with the requirements of the Deed.

4.2 Establishment of Performance Measurement Systems

4.2.1 The Service Provider must establish and implement systems and procedures to measure performance (including KPI's) as required by the Deed.

4.2.2 The Service Provider must establish any other performance measurement systems that are necessary to ensure the effective delivery of the Services, including any employee and subcontractor performance management systems.

4.3 Performance Measurement and Analysis

4.3.1 The Service Provider must continuously measure its performance in the delivery of the Services, and must provide the performance measurement information required by the Deed and the Scope of Works Deliverables Schedule to the Principal when requested.

4.3.2 The Service Provider must analyse its performance outcomes so as to:

- (a) identify positive and negative performance, and the causes for each; and
- (b) identify trends in such positive or negative performances.

- 4.3.3 Where negative performance or trend is identified, the Service Provider must develop and implement corrective actions, which should be included in the next-available Monthly Report, Quarterly Report or Annual Report.

4.4 Any positive or negative trend information should be identified in reporting provided to the Principal

- 4.4.1 Any performance trend information (including reporting the Service Provider's performance against KPIs) must be provided to the Principal's Representative in the Monthly Reports.
- 4.4.2 Informal and *ad hoc* reports must be made available to the Principal's Representative as necessary to provide visibility into emerging issues and the effectiveness of corrective actions, including where these may not be captured by existing KPIs.
- 4.4.3 The Service Provider must monitor and report any performance trend information in the following areas, including:
- (a) **rail track:** any broken or cracked rail, large rail flaw defect, more than 3 sleepers in a row (consecutive) not clipped, more than 3 in 4 sleepers not holding gauge, any misalignment (i.e. >0mm), any geometry or other type of defect that requires a speed restriction or track to be closed (this could be either from a train driver, recording car or through normal inspections);
 - (b) **structures** (bridges/earthworks): any potential or actual slips, rock falls, blocked or collapsed culverts, structural failures, or components falling off CRN Assets (such as bridges);
 - (c) **signalling and control systems:** any wrong side failures, Signal Passed at Danger (**SPAD**) occurrences due to faulty signalling infrastructure, any other failure that has caused (or has a potential to cause) a rolling stock collision or derailment, and level crossing failures or collisions;
 - (d) **electrical system:** any actual or potential electrocution to any worker engaged by the Service Provider or any Subcontractor carrying out any part of the Services on the rail track;
 - (e) **public safety:** any trespasses by members of the public to any part of the rail track where the Services are being carried out by the Service Provider, and uneven surfaces reported with the potential to cause slips, trips and falls; and
 - (f) **working on CRN Assets:** any actual or potential breaches of the WHS Law or any other Law relating to working on or near the rail Corridors.

5 Asset Management Services

5.1 General

5.1.1 The Asset Management Services includes:

- (a) all activities, services and works required by this section 5; and
- (b) all activities, work and the supply of all materials necessary for the carrying out of the Asset Management Services, whether or not they are expressly mentioned in this section 5, including those which arise out of, or in any way in connection with, any change in the CRN Assets and CRN Property Assets after the date of the Deed or which otherwise should reasonably have been anticipated or inferred by a reasonably competent and experienced service provider at the date of the Deed as being necessary or desirable for the carrying out of the Asset Management Services had such service provider inspected:
 - (i) all information made available by or on behalf of the Principal to the Service Provider or any Related Body Corporate of the Service Provider for the purpose of tendering, or otherwise in connection with the Deed, including the Information Documents;
 - (ii) all documents forming part of the Deed;
 - (iii) all information relevant to risk allocation under the Deed which is reasonably obtainable by the making of reasonable enquiries; and
 - (iv) the CRN Assets and their near surrounds.

5.1.2 The Service Provider must report any occurrences of:

- (a) non-delivery of any component of the Asset Management Services; or
- (b) Non-Compliances in respect of Asset Management Services, to the Principal's Representative and implement corrective actions, including in accordance with the other requirements of the Deed.

5.2 Asset Management Obligations

5.2.1 Without limiting the general obligations of the Service Provider under clause 5 of the General Conditions, the Service Provider must carry out the Services in accordance with:

- (a) the TfNSW Asset Management Framework;
- (b) the 50AMP;
- (c) the 10MSP;
- (d) the 3MWP;
- (e) the Scope of Works Deliverables; and
- (f) all other requirements of the Deed, so that:
 - (g) the CRN Assets and CRN Property Assets comply with the requirements of the Deed;

- (h) the CRN Assets and CRN Property Assets remain fit for their Intended Purposes at all times during the Term;
- (i) the CRN Assets and CRN Property Assets comply with the requirements of Part M of the General Conditions at the end of the Term (or earlier Termination Date); and
- (j) provided each CRN Asset and CRN Property Asset is operated and maintained after the end of the Term in accordance with the asset information system, each CRN Asset and CRN Property Asset is capable of remaining fit for its Intended Purpose throughout the design life of that CRN Asset and CRN Property Asset.

5.2.2 The Service Provider:

- (a) is only permitted to use; and
- (b) must implement and comply with, each Asset Management Planning Document that constitutes:
- (c) a Review Document and that has been submitted to the Principal's Representative for review in accordance with clause 6.8 of the General Conditions and in respect of which:
 - (i) the Principal's Representative has given the Service Provider the notice referred to in clause 6.8(b)(iii) or 6.8(d)(i) of the General Conditions; or
 - (ii) the relevant period of time in clause 6.8(b) of the General Conditions has expired and the Principal's Representative has not rejected it, made any comments on it or made a request referred to in clause 6.8(b)(ii) of the General Conditions in respect of it and the Review Document is not otherwise deemed to be rejected in accordance with clause 6.8 of the General Conditions; or
- (d) that constitutes an Excluded Document and that has been submitted to the Principal's Representative in accordance with clause 6.9 of the General Conditions and in respect of which the Principal's Representative has given its approval.

5.2.3 The Service Provider must arrange for an audit by an Independent Auditor of its Asset Management Systems, capability and outcomes. Audits must be undertaken at least annually. The Service Provider must make available the Independent Auditor's report to the Principal's Representative promptly following receipt.

5.2.4 The Service Provider must prepare an Asset Condition Report, providing condition based trend information by asset class (eg Rail), location (eg Main West) or issue (eg Black Soil, track stability). The report must include information on Track Quality Index, time lost from speed restrictions and train operating conditions for the different rail lines. The report must be provided in the first Contract Year and then updated at least annually and submitted for review in accordance with clause 6.8 or 6.9 (as applicable) of the General Conditions. This report is used to inform the development of the Asset Management Planning Documents.

5.2.5 The Service Provider must prepare a summary of the Welded Track Stability Analysis that summarises the preparation and practices for management of track lateral

stability prior to each annual hot weather period including the results of measurements taken across the CRN and any changes in the expected risk profile.

5.3 Asset Management System

- 5.3.1 The Service Provider must establish, develop and maintain an Asset Management System to operate, maintain, upgrade and repair the CRN Assets (including all CRN Property Assets) in a safe, reliable and sustainable manner in accordance with the Deed (including in accordance with any obligations it has under its Rail Safety Accreditation).
- 5.3.2 Without limiting the above general requirements, the Asset Management System sets out detailed processes and procedures relating to or in respect of:
- (a) implementing an integrated approach to the management of the CRN Assets including CRN Property Assets and infrastructure;
 - (b) forecasting expected future demands on CRN Assets and CRN Property Assets;
 - (c) the collection and management of data related to train operations, maintenance operations, inventory levels and Asset condition to enable effective, ongoing operation of the CRN Assets and CRN Property Assets;
 - (d) defects and condition information;
 - (e) the collection and management of all maintenance records;
 - (f) configuration management;
 - (g) data and trend analysis in relation to usage levels of the CRN Assets and CRN Property Assets, expected wear rates and future maintenance requirements;
 - (h) risk identification, treatment selection and monitoring;
 - (i) maintenance treatment selection and design;
 - (j) works as executed drawings; and
 - (k) the management of additional CRN Asset disposals and CRN Property Asset disposals.
- 5.3.3 The Service Provider:
- (a) must develop an asset management capability that aligns to, and is consistent with, ISO 55000:2014 series of asset management standards;
 - (b) must participate in asset management maturity assessments; and
 - (c) must, as part of the asset management capability, develop and maintain an asset information system that can be accessed remotely by the Principal in accordance with the requirements of section 3.4 and clause 6.4(c) of the General Conditions.
- 5.3.4 The Service Provider must create and maintain a capability (including within the asset information system) to interface with and support the Principal's Asset Management interface system as it exists from time to time.
- 5.3.5 The Service Provider must ensure its Asset Management System aligns with the TfNSW Asset Management Standard, particularly the codification requirements for assets as they exist from time to time.

5.4 Asset Management Planning Documents

- 5.4.1 The Service Provider must develop, update and maintain a set of Asset Management Planning Documents in connection with the provision of the Asset Management Services for the CRN.
- 5.4.2 The Asset Management Planning Documents must comply with the requirements set out or referred to in the TfNSW Asset Management Standard.
- 5.4.3 The Asset Management Planning Documents must describe the plan for Asset Management Services to be undertaken by the Service Provider in relation to the Asset Management of all CRN Assets and CRN Property Assets.
- 5.4.4 To remove any doubt:
- (a) the content of the Asset Management Planning Documents do not in any way limit the Asset Maintenance Services or any other requirement of this Scope of Works or otherwise affect the Service Provider's obligations under this Scope of Works or the Deed; and
 - (b) the implementation of, or compliance with, the Asset Management Planning Documents form only part of the Asset Management Services.
- 5.4.5 The Service Provider must review, revise, update and maintain all Asset Management Planning Documents, including the:
- (a) 50AMP;
 - (b) 10MSP; and
 - (c) 3MWP,
- in accordance with any requirements of:
- (d) the TfNSW Asset Management Standard;
 - (e) the Services and Operations Plan provided by the Principal applicable to that Contract Year;
 - (f) the ISO 55000:2014 series of asset management standards;
 - (g) the Scope of Works Deliverables Schedule;
 - (h) clause 6.8 or 6.9 (as applicable) of the General Conditions; and
 - (i) any other comments made by the Principal's Representative during monthly, quarterly or annual meetings.
- 5.4.6 The Service Provider must:
- (a) update the Asset Management Planning Documents in accordance with:
 - (i) the TfNSW Asset Management Standard;
 - (ii) the Scope of Works Deliverables Schedule; and
 - (iii) clause 6.8 or 6.9 (as applicable) of the General Conditions;
 - (b) not alter or update any of the Asset Management Planning Documents in a manner which makes the Principal's role under the Deed more onerous or increases any liability or potential liability of the Principal in connection with the operation and maintenance of the CRN Assets and CRN Property Assets; and
 - (c) ensure that any updated Asset Management Planning Documents:
 - (i) impose standards, levels of service, scope and requirements that are equal to or better than those required by or imposed by this Scope of Works or the Deed; and

- (ii) provide an equal or greater level of detail than the most recent applicable equivalent Asset Management Planning Documents.
- 5.4.7 Appendix E sets out a list of typical CRN maintenance activities codes that must be used within, where relevant, the Asset Management Planning Documents.
- 5.4.8 The Service Provider must carry out all Asset Management Services (including in connection with that work, services and activities set out or referred to in the Asset Management Planning Documents) in a way:
 - (a) that complies with all Standards and Codes;
 - (b) that complies with all TfNSW Procedures;
 - (c) that complies with the requirements of the Deed; and
 - (d) otherwise in accordance with Good Industry Practice.

5.5 Review of Asset Management Planning Documents

- 5.5.1 To remove any doubt, the Asset Management Planning Documents are considered to be Review Documents under the Deed, unless they constitute Excluded Documents.
- 5.5.2 Clause 6.8 or 6.9 (as applicable) of the General Conditions will apply to the Asset Management Planning Documents.

5.6 50 Year Asset Management Plan

- 5.6.1 Without limiting section 5.3.5, the Service Provider must develop, update and maintain a rolling 50 Year Asset Management Plan (50AMP) in accordance with the TfNSW Asset Management Standard, which will support the whole of life cycle maintenance programs for all CRN Assets and CRN Property Assets.
- 5.6.2 The 50AMP must allow the Principal to understand the long term cost of ownership of the CRN Assets and CRN Property Assets and enable robust, long-term strategic decision making to occur based on sound evidence based information.
- 5.6.3 The Service Provider must submit an updated 50AMP to the Principal's Representative:
 - (a) annually by the date specified for that relevant Contract Year in the Scope of Works Deliverables Schedule;
 - (b) to reflect any changes to the CRN Assets and CRN Property Assets; and
 - (c) at any other time requested by the Principal's Representative.

5.7 10 Year Maintenance Services Plan

- 5.7.1 Without limiting section 5.3.5, the Service Provider must develop, update and maintain a 10 Year Maintenance Services Plan (10MSP) that:
 - (a) aligns to, and is consistent with, the 50AMP;
 - (b) reflects the current condition of the CRN Assets and the CRN Property Assets (as at the date of preparation of the 10MSP); and
 - (c) aligns to, and is consistent with, the 3MWP, in accordance with the TfNSW Asset Management Standard.

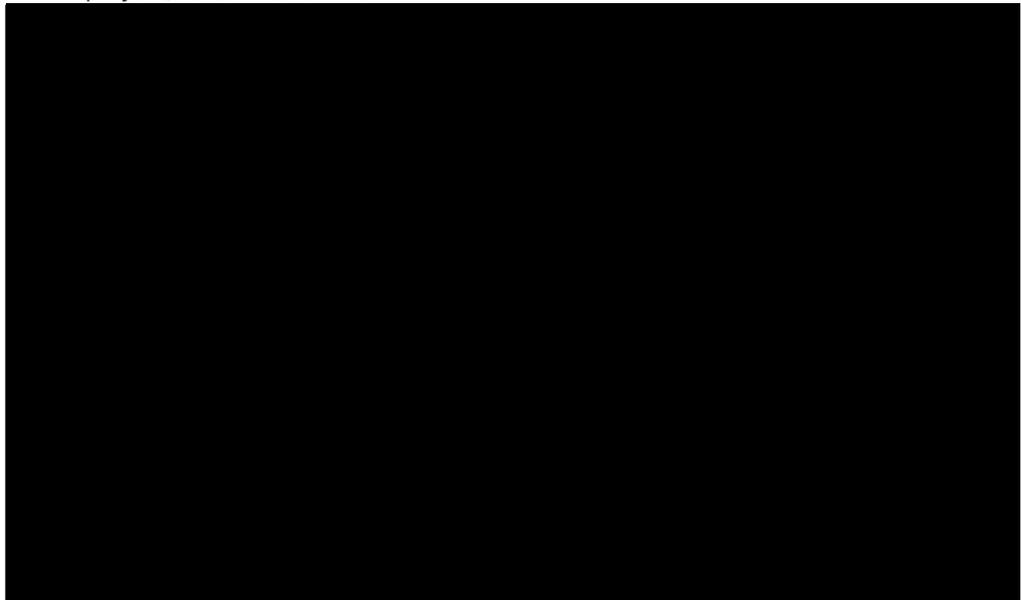
- 5.7.2 The period of the 10MSP must be extended for the period of any extension of the Term notified by the Principal under clause 3.5(a) or 3.6(a) of the General Conditions.
- 5.7.3 The Service Provider must conduct a rigorous inspection and assurance regime to guarantee the condition, availability and performance of all CRN Assets and CRN Property Assets in a safety critical environment.
- 5.7.4 The Service Provider must submit an updated 10MSP to the Principal's Representative:
- (a) annually by the date specified for that relevant Contract Year in the Scope of Works Deliverables Schedule;
 - (b) when otherwise expressly required by this Deed, including under section 5.8.6; and
 - (c) at any other time requested by the Principal's Representative, provided that, despite any other provision of the Deed, the Service Provider may not remove any work, service or activity from a 10MSP except in accordance with a Modification approved by the Principal's Representative in accordance with clause 14.3(b) of the General Conditions.
- 5.7.5 The Service Provider must carry out all work, services and activities identified in the 10MSP in a way that:
- (a) also delivers the 50AMP;
 - (b) complies with all Standards and Codes;
 - (c) complies with all TfNSW Procedures;
 - (d) complies with the requirements of the Deed; and
 - (e) otherwise is in accordance with Good Industry Practice.
- 5.7.6 If any part of the Services is delayed, the Service Provider must update the 10MSP to reflect how the Service Provider will carry out additional work, services and activities in later years to ensure that all work, services and activities included in the 10MSP are delivered before the expiry of the Term.
- 5.7.7 The Service Provider must update the 10MSP to include any work, services or activities the subject of a Modification or as otherwise required having regard to any Adjustment Event or Qualifying Latent CRN Assets Condition and resubmit to the Principal's Representative in accordance with clause 6.9 of the General Conditions within 20 Business Days of the Modification or Adjustment Event arising or, in respect of a Qualifying Latent CRN Assets Condition, either the Renewal Requirement Auditor issuing the relevant notice under clause 2(e) of Schedule 13 or the decision being rendered in respect of the relevant final and binding dispute resolution process referred to in the definition of 'Qualifying Latent CRN Assets Condition' in Schedule 13 (as applicable).
- 5.7.8 Despite any update to the 10MSP, the Service Provider must ensure that each discrete item of work, services and activities nominated in the 10MSP current as at the date of this Deed and included in Appendix C3.2 is completed prior to the expiry of the Term, except to the extent:

- (a) any such item of work, services and activities is no longer required as a result of any Modification directed or approved by the Principal's Representative under clause 14.1(a) or clause 14.3(b) of the General Conditions; or
- (b) otherwise agreed by the Principal's Representative (acting reasonably).

5.8 3 Year Maintenance Works Plan

5.8.1 Without limiting section 5.3.5, the Service Provider must develop, update and maintain a 3 Year Maintenance Works Plan (3MWP). The 3MWP must include the following information for each maintenance work project (including Routine Maintenance but excluding Emergency Works Services and emergency response activities referred to in section 6.2.2(d)), being each discrete item of work, services and activities nominated in the 3MWP:

- (a) scope of the maintenance works for each project (including details regarding each Planned Activity Unit), in accordance with the activities and units of measure defined in the Maintenance Activities List at Appendix E (as applicable);
- (b) the unit cost (including profit margin) to the Service Provider of carrying out each project, determined as follows:



- (c) activity type, in accordance with the Maintenance Activities List at Appendix E (as applicable);
- (d) locations of each project, including the sector type (in accordance with the **CRN-S-P003 Procedure for Management of Track Codes**, as referred to in TfNSW Procedures), Corridor name, locations of track start and finish points (including track distance, kilometres (if relevant) and property street address (if relevant);
- (e) identifiers for each project (in accordance with the *PMBOK Guide – Sixth Edition' (2017)*), CRN Asset and CRN Property Asset (from the Asset Management System) and the Contract Year;
- (f) any other details, information or categories required, or nominated, by the Principal's Representative;

- (g) any projects required as a result of the conduct of Support Services (for example, work required in support of enhancement works undertaken by a party other than the Service Provider);
- (i) such projects as described in 5.8.1(g) should be shown with a scope of 1 and a cost of zero;
- (h) each Planned Activity which was contained in the previous Contract Year's 3MWP and not completed during that previous Contract Year;
- (i) any rectification, maintenance or remediation works notified by the Transition Out Auditor to the Principal and the Service Provider in accordance with clause 26.1(d) of the General Conditions; and
- (j) any projects or programs of work identified by the Principal (such as the list of property disposal projects).

The unit costs included in any 3MWP are included only for the purposes of:

- (k) determining the 3 Year Maintenance Works Plan Adjustment (3MWPA) in accordance with the Payment Schedule; and
 - (l) in respect of the unit costs included in the 3MWP current as at the date of this Deed only, determining Variation Impacts in accordance with the Variations Schedule,
- and are not to be used for any other purpose.

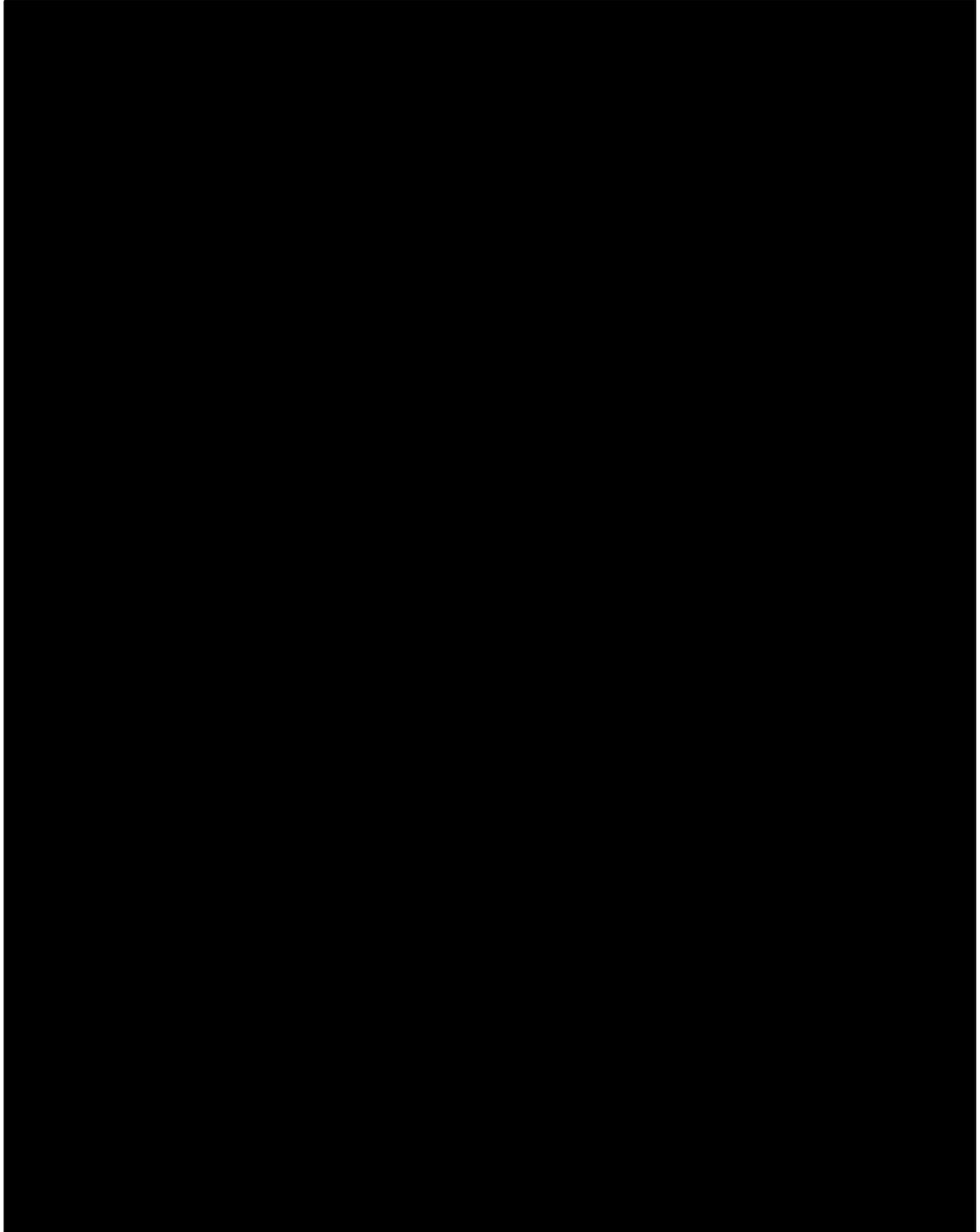
5.8.2 The Service Provider:

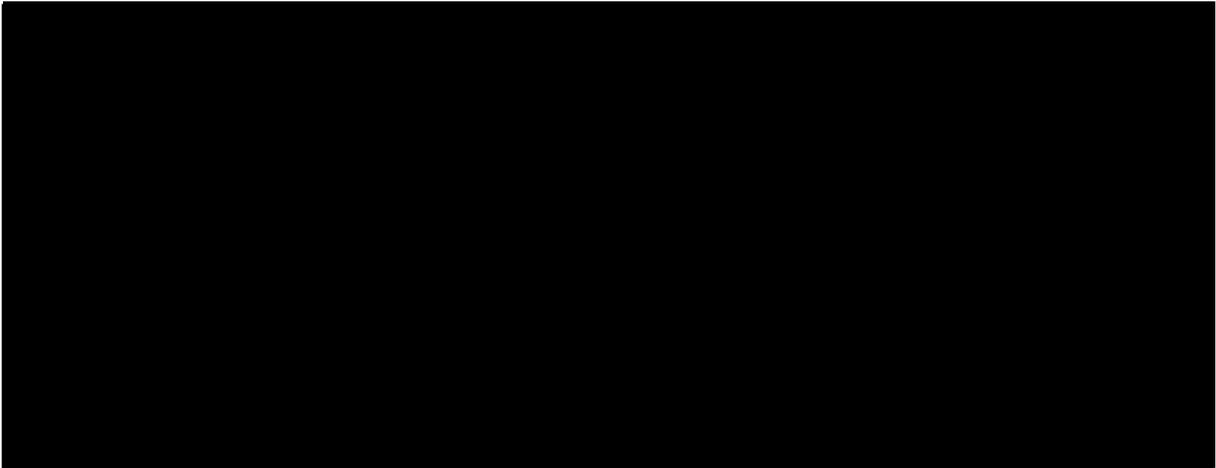
- (a) must submit an updated 3MWP to the Principal's Representative:
 - (i) annually by the date specified for that relevant Contract Year in the Scope of Works Deliverables Schedule;
 - (ii) when otherwise expressly required by this Deed, including under section 5.8.8; and
 - (iii) at any other time requested by the Principal's Representative, including under section 5.8.10;
- (b) may otherwise submit proposed amendments to a 3MWP (including to provide for a substitution or delay of activities or a change in activities by sector and as contemplated by section 5.8.10) to the Principal's Representative for approval in accordance with clause 6.9 of the General Conditions; and
- (c) acknowledges and agrees that the Principal's Representative may only reject a 3MWP, updated 3MWP or any proposed change to a 3MWP where any one or more of the following applies:
 - (i) compliance by the Service Provider with the 3MWP, updated 3MWP or proposed change to the 3MWP may result in the CRN Assets not complying with the requirements of this Deed;
 - (ii) the proposed 3MWP, updated 3MWP or change to the 3MWP will result in any work, service or activity contained in the current 3MWP not being (or not being contemplated in the 3MWP or updated 3MWP as being) completed within the Term;
 - (iii) the Principal's Representative believes (acting reasonably) that any aspect of the 3MWP, updated 3MWP or proposed change to a 3MWP, or compliance by the Service Provider with the 3MWP, updated 3MWP or proposed change to a 3MWP, may have a material adverse impact on:

- (A) the standard, quality or performance of any aspect of the CRN Assets; or
 - (B) the cost to the Principal of the CRN Assets (including the operation and maintenance of the CRN Assets), including after the expiry of the Term;
 - (iv) an aspect of the 3MWP, updated 3MWP or proposed change to a 3MWP may not enable the Principal to comply with this Deed or any Relevant Document;
 - (v) not used;
 - (vi) in respect of a 3MWP, updated 3MWP or proposed change to a 3MWP submitted in accordance with section 5.8.8, the updates to the 3MWP or updated 3MWP or proposed change to a 3MWP differ from that proposed by the Service Provider in any relevant Variation Impacts Statement; or
 - (vii) without limiting, or being limited by, any other provision of this section 5.8.2(c), the Principal's Representative otherwise has reasonable grounds for rejecting the proposed 3MWP, updated 3MWP or change to the 3MWP.
- 5.8.3 Clause 6.9 of the General Conditions will apply to the submission and review of any 3MWP, updated 3MWP or any proposed change to a 3MWP.
- 5.8.4 The Service Provider must submit any updated version of the 3MWP in the same 3MWP format that was provided to the Principal in previous Contract Years and which complies with the other requirements of this Deed, including this section 5.
- 5.8.5 The Service Provider must provide a summary of the works program in the current Contract Year in the Monthly Report in accordance with the TfNSW Asset Management Standard and TfNSW Reporting Standard.
- 5.8.6 In the event that the 3MWP is amended, altered or updated in accordance with this Deed, the Service Provider must provide the Principal's Representative with an updated version of the 10MSP in accordance with clause 6.9 of the General Conditions.
- 5.8.7 The Service Provider must ensure that the process in clause 6.9 of the General Conditions in respect of the 3MWP is completed (and the Principal's Representative's approval of the 3MWP is obtained) in advance of the expected start date of the Services included in the 3MWP.
- 5.8.8 The Service Provider must update the 3MWP to include any work, services or activities the subject of a Modification or as otherwise required having regard to any Adjustment Event or Qualifying Latent CRN Assets Condition and resubmit it to the Principal's Representative for approval in accordance with clause 6.9 of the General Conditions within 20 Business Days of the relevant Modification or Adjustment Event arising or, in respect of a Qualifying Latent CRN Assets Condition, either the Renewal Requirement Auditor issuing the relevant notice under clause 2(e) of Schedule 13 or the decision being rendered in respect of the relevant final and binding dispute

resolution process referred to in the definition of 'Qualifying Latent CRN Assets Condition' in Schedule 13 (as applicable).

- 5.8.9 If any project on the 3MWP is not completed or delivered (or the Service Provider becomes aware that any such project is not likely to be completed or delivered) in accordance with the Deed (including this Scope of Works) within the relevant Contract Year, then the Service Provider must advise the Principal's Representative in the next Monthly Report and ensure compliance with section 5.8.1(h).





- 5.8.11 Without limiting the Service Provider's rights under section 2.2(d) of the KPI Schedule, the Service Provider will not be entitled to make, and the Principal will not be liable for, any Claim arising out of, or in any way in connection with, the Assumed AWP:
- (a) if the Service Provider does not propose a Modification as contemplated by section 5.8.10(b)(ii) within the period referred to in section 5.8.10(b)(ii); or
 - (b) other than as expressly set out in section 5.8.10(b)(ii).

5.9 Possessions Plan

- 5.9.1 The Service Provider must develop, update and maintain a Possessions Plan submitted as part of the 3MWP for the CRN for a minimum rolling 12 month period developed in conjunction with the Network Operations Plan and the Standard Working Timetable (SWTT).
- 5.9.2 The Possessions Plan must include:
- (a) the date of the Track Possession;
 - (b) the location of the Track Possession;
 - (c) any proposed consultation to be undertaken;
 - (d) total Track Possession hours;
 - (e) the event, project or issue associated with the Track Possession; and
 - (f) details of any known or potential service impacts.
- 5.9.3 The Service Provider must ensure that the Possessions Plan is continually maintained and represents the planned Track Possessions for the next rolling 12 month period.
- 5.9.4 The Service Provider must not alter the total Track Possession hours set out in the Possessions Plan without the written approval of the Principal's Representative.

5.10 Property Management Services

- 5.10.1 If the Principal's Representative has exercised Option 1 in accordance with clause 14.2(a) of the General Conditions, the Asset Management Services and Asset Maintenance Services continue to be required in respect of the CRN Property Assets to which the Property Management Services applied.

5.11 Configuration Management

- 5.11.1 The Service Provider must provide all configuration management services for the CRN Assets, including:
- (a) meeting all relevant ASA Requirements in relation to configuration management;
 - (b) compliance with TfNSW 'T MU AM 04003 GU Configuration Management Guide for AEOs' (version current as at 18 February 2019), as may be amended, superseded or replaced from time to time;
 - (c) establishment and maintenance of Configuration Management Systems and processes that are compliant with AS ISO 10007:2017 'Quality management - Guidelines for configuration management';
 - (d) maintenance of the Engineering Asset Register and the associated functional and physical data;
 - (e) maintenance of the Fixed Asset Register to support financial reporting requirements;
 - (f) maintenance of updated drawings for the CRN Assets;
 - (g) maintenance of all other technical data to ensure configuration of the CRN Assets is fully documented following any maintenance projects including Routine Maintenance, Major Periodic Maintenance or Third Party Constructed Enhancement Assets or other work forming part of the Services.
- 5.11.2 The Service Provider must provide all Plant and Equipment required to maintain and repair all CRN Assets and CRN Property Assets as necessary to deliver the Services.

5.12 Asset Registers

- 5.12.1 The Service Provider must develop, implement and maintain:
- (a) an Engineering Asset Register (EAR); and
 - (b) a Fixed Asset Register (FAR).
- 5.12.2 The EAR must be utilised for operation, maintenance and management purposes, including to ensure that an appropriate system of Asset Management exists to effectively manage the CRN Assets and CRN Property Assets and to ensure the effective implementation and monitoring of the 3MWP.
- 5.12.3 A FAR must also be maintained for financial and accounting purposes.
- 5.12.4 Both the EAR and FAR must include all CRN Assets and CRN Property Assets.
- 5.12.5 The EAR and FAR must contain information relevant to the type of CRN Asset and CRN Property Asset being described, including (as appropriate):
- (a) functional data;
 - (b) physical data;
 - (c) derived data;
 - (d) maintenance data;
 - (e) cost data;
 - (f) accounting data;
 - (g) Asset Management data;

- (h) asset disposal;
 - (i) useful life;
 - (j) remaining useful life; and
 - (k) asset risk data.
- 5.12.6 The Service Provider must continually monitor the accuracy of the EAR and FAR, and update the EAR and FAR as necessary to ensure the EAR and FAR accurately reflects the CRN Assets and CRN Property Assets and is otherwise correct and accurate at all times during the Term, including through an integrated system with a clear identification process, which must detail the physical location of the CRN Assets and CRN Property Assets and provide traceability and historical data management.
- 5.12.7 The EAR and FAR may (in the Principal's absolute discretion) be audited by the Principal, the Principal's Representative, the Principal's Associates or their respective nominees on an annual basis.
- 5.12.8 The Service Provider must integrate the EAR and FAR registers with any information management systems provided to it by the Principal, and must have a simple and reliable way of identifying works on specific sectors of rail track consistent with the Principal's rail coding requirements.
- 5.12.9 Data reliability must be maintained and audited by the Service Provider on an annual basis.
- 5.12.10 The Service Provider must reflect any future additional/replacement reporting requirements required by the introduction of the Transport Asset Holding Entity (TAHE) or equivalent change in ownership by the Principal.
- 5.12.11 The Service Provider must conduct annual and five yearly valuations of useful life and remaining useful life for all CRN Assets in accordance with the Scope of Works Deliverables Schedule.
- 5.12.12 The Service Provider must ensure the ongoing integration of the systems and data are achieved to allow for reporting and audits to be completed.
- 5.12.13 The Service Provider must provide to the Principal's Representative asset information data periodically in accordance with TfNSW T MU AM 02004 ST.

5.13 Asset and Services Plan

- 5.13.1 The Service Provider must comply with the requirements of this Deed and the TfNSW Service Provider Asset Management Plan Standard V2.0 Feb 2019, (Objective Reference: A7823321). From time to time the Principal's Representative may request this information to be presented in an alternate format for input into an Asset and Services Plan for the CRN, as required by the Principal's Representative.

6 Asset Maintenance Services

6.1 General

- 6.1.1 The Asset Maintenance Services includes:
- (a) all activities, services and works required by this section 6;
 - (b) the implementation of, and compliance with, all Asset Management Planning Documents; and
 - (c) all activities, work and the supply of all materials necessary for the carrying out of the Asset Management Services, whether or not they are expressly mentioned in this section 6, including those which arise out of, or in any way in connection with, any change in the CRN Assets and CRN Property Assets after the date of the Deed or which otherwise should reasonably have been anticipated or inferred by a reasonably competent and experienced service provider at the date of the Deed as being necessary or desirable for the carrying out of the Asset Maintenance Services had such service provider inspected:
 - (i) all information made available by or on behalf of the Principal to the Service Provider or any Related Body Corporate of the Service Provider for the purpose of tendering, or otherwise in connection with the Deed, including the Information Documents;
 - (ii) all documents forming part of the Deed;
 - (iii) all information relevant to risk allocation under the Deed which is reasonably obtainable by the making of reasonable enquiries; and
 - (iv) the CRN Assets and the CRN Property Assets and their near surrounds.
- 6.1.2 The Service Provider must carry out all maintenance of the CRN Assets and CRN Property Assets to ensure the CRN Assets (including infrastructure, buildings, land and systems) meet the performance requirements for the CRN required by the Deed (including this Scope of Works) in a safe, reliable and efficient manner.
- 6.1.3 The Asset Maintenance Services include:
- (a) all Routine Maintenance referred to in section 6.2; and
 - (b) all Major Periodic Maintenance referred to in section 6.3.
- 6.1.4 All Asset Maintenance Services must comply with all relevant Standards and Codes, Track Possessions and Track Access Arrangements, and must not disrupt, or interfere with, planned services, except in the event of an emergency. Nothing in this section 6.1.4 limits clause 7 of the General Conditions.
- 6.1.5 The Service Provider must provide all Plant and Equipment necessary to undertake the Asset Maintenance Services.
- 6.1.6 The Service Provider may, subject to it obtaining approval in writing from the Principal's Representative, use recycled materials in performing the Asset Maintenance Services.

- 6.1.7 The Service Provider must conduct an annual review of the effectiveness of its Asset Maintenance Services and provide a written report to the Principal's Representative. These annual reviews must include:
- (a) consideration of the appropriateness of the relevant Standards and Codes under which the maintenance work, activities and services is carried out and the development of proposals for improvements to these Standards and Codes; and
 - (b) risk identification, treatment selection and monitoring, including (where necessary) processes that identify the changing risk profiles associated with:
 - (i) changes to any maintenance backlog;
 - (ii) activities undertaken and outcomes achieved; and
 - (iii) any issues that have arisen or subsequent recommendations from these processes.
- 6.1.8 The Service Provider must present the key findings from its review carried out under section 6.1.7 to the Principal's Representative, and include these findings in its Annual Report.
- 6.1.9 The Service Provider must report any occurrences of:
- (a) non-delivery of any component of the Asset Maintenance Services; or
 - (b) Non-Compliances in respect of Asset Maintenance Services,
- to the Principal's Representative and implement corrective actions, including in accordance with the requirements of the Deed.
- 6.1.10 The Service Provider must arrange for an audit by an Independent Auditor of its Asset Maintenance Services, with particular reference to Section 6.1.7 of the Scope of Works. Audits must be undertaken at least annually. The Service Provider must make available the Independent Auditor's report to the Principal's Representative promptly following receipt.

6.2 Routine Maintenance

- 6.2.1 Routine Maintenance (RM) refers to the day-to-day activities needed to ensure that CRN Rail Infrastructure Assets are safe and fit for their Intended Purpose. The Service Provider must carry out all RM for:
- (a) CRN Rail Infrastructure Assets, including in relation to all track, structures, signals, property and communications; and
 - (b) any overbridges spanning the ARTC Network.
- 6.2.2 The key RM activities include:
- (a) undertaking scheduled inspections, detailed surveillance, condition monitoring, servicing, testing and certification of infrastructure and operating systems;
 - (b) defect identification and undertaking of corrective maintenance, repairs or replacements to remedy defects and causes of incidents where infrastructure condition is identified as a cause of the incident;
 - (c) short-term response to defects or incidents;
 - (d) emergency response;

- (e) ultrasonic inspections;
 - (f) vegetation control;
 - (g) fire management including access roads maintenance;
 - (h) hazmat inspections;
 - (i) pest inspections and control;
 - (j) property maintenance (minor repairs to roofing, flooring, windows, drainage, electrical, plumbing, heritage compliance and painting);
 - (k) rail corridor maintenance;
 - (l) fencing maintenance;
 - (m) vermin control;
 - (n) level crossing inspections and monitoring;
 - (o) operation of the track recording vehicle(s); and
 - (p) all minor works required to maintain safety and service reliability.
- 6.2.3 The Service Provider must ensure that all water tanks and water pumps that are on the CRN Land and that are currently used to provide water services to the CRN Property Assets or used for rural fire fighting services, are maintained to a serviceable condition.
- 6.2.4 The Service Provider must ensure that all Plant and Equipment relating to CRN Assets, including CRN Property Assets is tagged and a service log book is kept on site at each relevant facility.
- 6.2.5 The Service Provider must ensure that all roads (including any roads used to access any properties) that are part of the CRN Assets are maintained in accordance with the Standards and Codes.
- 6.2.6 The level of RM activity is made up of a base level of inspection work and corrective work, which is a function of the condition of the relevant CRN Assets and CRN Property Assets and the level of MPM work, asset renewal works and above rail activity on the line. The scope of work expressly referenced in this Scope of Works is not exhaustive and the Service Provider is solely responsible for ensuring that the scope of work, work types and frequencies of all RM activity it undertakes is in accordance with the relevant Standards and Codes.
- 6.2.7 The Service Provider must ensure that sufficient capacity and capability is available for responding appropriately across the CRN to any circumstance that may arise, including any incidents or emergencies.
- 6.2.8 The Service Provider must ensure that all completed RM complies with all relevant Standards and Codes and all Technical Maintenance Plans.

6.3 Major Periodic Maintenance

- 6.3.1 The Service Provider must carry out all MPM for:
- (a) CRN Rail Infrastructure Assets and CRN Property Assets, including in relation to all track, structures, signals, buildings and communications; and
 - (b) any overbridges spanning the ARTC Network.
- 6.3.2 The key MPM activities include the following activities:

- (a) supply and installation of railway sleepers (steel, timber or composite materials);
- (b) supply and installation of concrete railway sleepers;
- (c) resurfacing and ballasting works associated with re-sleepering;
- (d) renewal of timber and wrought iron bridges;
- (e) repair of steel and timber underbridges;
- (f) refurbishment and replacement of road overbridges;
- (g) welding jointed rail to achieve continuous welded rail (**CWR**);
- (h) replacement of rail;
- (i) renewal of timber turnout bearers;
- (j) renewal of bridge transoms;
- (k) maintenance resurfacing;
- (l) resurfacing, renewal and maintenance of turnouts;
- (m) replacement of turnout crossings;
- (n) upgrades or closures of level crossings;
- (o) maintenance ballasting;
- (p) track reconditioning or sledding;
- (q) rail grinding;
- (r) dipped weld corrections;
- (s) fencing renewal;
- (t) vegetation control;
- (u) maintenance of drainage;
- (v) upgrade works to properties such as roof replacements, flooring and windows;
- (w) maintenance of cuttings and embankments;
- (x) renewal of signalling; and
- (y) any other activities listed in Appendix E or required by the Standards and Codes.

6.3.3 The Service Provider must ensure that all completed MPM complies with all relevant Standards and Codes.

7 Emergency Works Services

7.1 General

- 7.1.1 The Emergency Works Services includes:
- (a) all activities, services and works required by this section 7; and
 - (b) all activities, work and the supply of all materials necessary for the carrying out of the Emergency Works Services, whether or not they are expressly mentioned in this section 7, including those which arise out of, or in any way in connection with, any change in the CRN Assets after the date of the Deed or which otherwise should reasonably have been anticipated or inferred by a reasonably competent and experienced service provider at the date of the Deed as being necessary or desirable for the carrying out of the Emergency Works Services had such service provider inspected:
 - (i) all information made available by or on behalf of the Principal to the Service Provider or any Related Body Corporate of the Service Provider for the purpose of tendering, or otherwise in connection with the Deed, including the Information Documents;
 - (ii) all documents forming part of the Deed;
 - (iii) all information relevant to risk allocation under the Deed which is reasonably obtainable by the making of reasonable enquiries; and
 - (iv) the CRN Assets and their near surrounds.
- 7.1.2 The Service Provider must report any occurrences of:
- (a) non-delivery of any component of the Emergency Works Services; or
 - (b) Non-Compliances in respect of Emergency Works Services, to the Principal's Representative and implement corrective actions, including in accordance with the requirements of the Deed.

Response to Incident Reports

- 7.1.3 Nothing in this section 7 limits clause 9.4 of the General Conditions or the Procedure for Incident and Failure Notification.
- 7.1.4 The Service Provider must respond to all Incidents and use all available resources and endeavors to provide an immediate first response to any Incident in the first instance:
- (a) the site of the Incident is made safe;
 - (b) there are no network-wide issues requiring immediate action; and
 - (c) rail operations are reinstated as soon as practical, and if necessary, on a temporary or limited bases.
- 7.1.5 Where immediate action is required to prevent a further Incident, or to stop the deterioration of an existing situation, the Service Provider must initiate the required action in conjunction with all relevant Authorities.
- 7.1.6 Following the immediate response, the Service Provider must take all necessary actions to ensure the preservation of evidence at the site of the Incident.

- 7.1.7 The Service Provider must then carry out and/or support investigation and follow-up action in accordance with:
- (a) the Service Provider's Safety Management System requirements for the management of notifiable occurrences;
 - (b) the Pollution Incident Response Plan; and
 - (c) the requirements of the RSNL.
- 7.1.8 The Service Provider must provide initial notification of Incidents, reports on completion of investigation, and all other relevant information to the Principal's Representative as soon as reasonably practicable.
- 7.1.9 Without limiting the express entitlements of the Service Provider under the Deed in respect of Variations, the Monthly Recurring Expenditure Payment and the Monthly Capital Works Payment are deemed to include an allowance for all costs in relation to workforce and Plant and Equipment incurred by the Service Provider in responding to Incidents.

Repairs and Replacement

- 7.1.10 The Service Provider must complete all parts of the Services that could not be completed during the Routine Maintenance works period (and are not otherwise considered emergency works) during the planned repair and replacement works period.

Reporting of Unplanned Disruptions

- 7.1.11 The Service Provider must advise the Principal's Representative of any unplanned disruptions that have occurred, or any unplanned works that have been undertaken, on the CRN within eight hours of the unplanned disruptions or works occurring.
- 7.1.12 The Service Provider's reporting of the unplanned disruptions or works must comply with the requirements of the Procedure for Incident and Failure Notification.
- 7.1.13 The Service Provider must arrange for an independent audit by an Independent Auditor of its Emergency capability and outcomes such as unplanned disruptions. Audits must be undertaken at least annually. The Service Provider must make available the auditor's report to the Principal's Representative promptly following receipt.

8 Engineering Services

8.1 General

- 8.1.1 The Engineering Services includes:
- (a) all activities, services and works required by this section 8; and
 - (b) all activities, work and the supply of all materials necessary for the carrying out of the Engineering Services, whether or not they are expressly mentioned in this section 8, including those which arise out of, or in any way in connection with, any change in the CRN Assets after the date of the Deed or which otherwise should reasonably have been anticipated or inferred by a reasonably competent and experienced service provider at the date of the Deed as being necessary or desirable for the carrying out of the Engineering Services had such service provider inspected:
 - (i) all information made available by or on behalf of the Principal to the Service Provider or any Related Body Corporate of the Service Provider for the purpose of tendering, or otherwise in connection with the Deed, including the Information Documents;
 - (ii) all documents forming part of the Deed;
 - (iii) all information relevant to risk allocation under the Deed which is reasonably obtainable by the making of reasonable enquiries; and
 - (iv) the CRN Assets and their near surrounds.
- 8.1.2 The Engineering Services includes:
- (a) management of RM and MPM;
 - (b) management of Standards and Codes;
 - (c) management of all Manuals and technical Documentation;
 - (d) As built Drawings;
 - (e) management of Plant and Equipment; and
 - (f) management of all CRN Asset Configuration.
- 8.1.3 The Service Provider must provide all Engineering Services in accordance with all relevant Standards and Codes.
- 8.1.4 The Service Provider must ensure that only appropriately experienced, qualified and, where necessary, accredited personnel are engaged to provide Engineering Services.
- 8.1.5 The Service Provider must ensure that all Engineering Services undertaken are properly reviewed and audited by accredited organisations or personnel as required by all relevant Standards and Codes. Audits must be undertaken at least annually.
- 8.1.6 Engineering Services must include coordination and management of interfaces with other parties, as required.
- 8.1.7 The Service Provider must ensure that all Engineering Services undertaken proximate to, or impacting on, an interface are done to the satisfaction of the other party to the interface.

- 8.1.8 The Service Provider must ensure that all Engineering Services are delivered and optimised, giving consideration to the following requirements:
- (a) safety;
 - (b) design requirements;
 - (c) operations and maintenance requirements;
 - (d) durability requirements;
 - (e) cost;
 - (f) time to deliver;
 - (g) Regional Employment Plan;
 - (h) Aboriginal Participation Plan (including compliance with the Aboriginal Participation in Construction policy);
 - (i) sustainability;
 - (j) carbon emissions;
 - (k) Whole of Life Benefit;
 - (l) failure modes analysis;
 - (m) certification and validation requirements;
 - (n) decommissioning work;
 - (o) security;
 - (p) aesthetics; and
 - (q) any other requirements of the Deed.
- 8.1.9 The Service Provider must report any occurrences of:
- (a) non-delivery of any component of the Engineering Services; or
 - (b) Non-Compliances in respect of Engineering Services,
- to the Principal's Representative and implement corrective actions, including in accordance with the requirements of the Deed.

8.2 Provision of Services to Support Asset Maintenance Services

- 8.2.1 The Service Provider must provide Engineering Services to support Asset Maintenance Services as described in the 50AMP, the 10MSP, and the 3MWP.
- 8.2.2 The Service Provider must proactively seek to continuously improve the efficiency and effectiveness of all Engineering Services required to support the delivery of Asset Maintenance Services, including:
- (a) safety, security and risk;
 - (b) design requirements;
 - (c) operations and maintenance;
 - (d) cost, value for money and Whole of Life Benefit;
 - (e) scheduling and delivery times;
 - (f) reliability;
 - (g) environmental impacts;
 - (h) trend analysis;
 - (i) certification and compliance;
 - (j) decommissioning;
 - (k) quality, aesthetics; and
 - (l) any other requirements specified by the Principal that are relevant to this Scope of Work.

8.2.3 Engineering Services to support Asset Maintenance Services will include the following:

- (a) managing Safety Interface Agreements;
- (b) carrying out investigations, including geotechnical investigations;
- (c) arranging inspections and condition surveys;
- (d) drafting of inspection and survey reports;
- (e) designing, planning, estimating, and programming;
- (f) obtaining relevant Approvals;
- (g) developing and reviewing rail infrastructure maintenance processes and identifying potential safety improvements;
- (h) managing rights of way;
- (i) organising and scheduling Track Possessions, Track Access Arrangements and isolations;
- (j) managing Corridor inquiries and third party relationships;
- (k) managing external party work;
- (l) administering third party compliance with rules and procedures for the control of third party activities in the vicinity of the infrastructure;
- (m) reporting of key asset and operational information, particularly in relation to safety and reliability in an accurate, comprehensive and timely manner;
- (n) responding, investigating and reporting Incidents;
- (o) recording and managing defects;
- (p) liaising with the community and other stakeholders, where required;
- (q) arranging for any Temporary Works that are required to support RM work, for example accommodation, road works, utilities or other temporary site facilities or infrastructure;
- (r) project managing work, including possession planning and scheduling;
- (s) managing MPM and RM on site;
- (t) managing environmental safeguards, monitoring, mitigation, or other management (refer also section 13);
- (u) testing and commissioning, and independent verification, where required, of completed work;
- (v) updating drawings and other technical information to maintain integrity of configuration management system (refer also section 5.10.1);
- (w) remediating the site upon completion;
- (x) reporting regularly on maintenance activities and issues;
- (y) incorporating any other relevant project and business management services as detailed in section 3, where relevant;
- (z) conducting investigations;
- (aa) managing and/or undertaking design; and
- (bb) drafting inspection and survey reports.

Development and Review of Asset Maintenance Services and Identification of Potential Safety Improvements

- 8.2.4 The Service Provider must identify, develop, facilitate, implement and review (as applicable) the following as part of the conduct of Asset Maintenance Services activities:
- (a) process and safety improvements, and implementation of these process and safety improvements if such are cost effective;
 - (b) maintenance process and safety improvements proposed by the Principal's Representative, and prepare (as a minimum) technical, safety, operations, implementation, and reports for consideration by the Principal's Representative;
 - (c) technical bulletins (or similar) as required by the Principal's Representative, to ensure that all safety and process improvement issues are implemented effectively and consistently. The technical bulletins (or similar) shall be distributed to all relevant stakeholders and Subcontractors;
 - (d) meetings with the Principal's Representative on an annual basis to review the proposed safety and process improvements, and to ensure that maintenance activities are being delivered according to technological, engineering and safety best practices, as well as incorporating innovations developed during the Term; and
 - (e) all activities, works and services for Asset Maintenance Services and supporting Engineering Services to ensure that the Services are effectively and efficiently planned, scheduled and resourced.

Management of RM and MPM

- 8.2.5 The Service Provider must coordinate, plan and manage all RM and MPM and is deemed to have allowed for such work in the Monthly Recurring Expenditure Payment and the Monthly Capital Works Payment.
- 8.2.6 Where additional projects are added through the Variations Schedule these are to be added to the Services set out under this Scope of Work. The Service Provider must manage all Approvals, planning, programming, design, construction, certification and commissioning activities required to deliver Asset Maintenance Services.
- 8.2.7 The Service Provider must ensure all RM and MPM activities are delivered in accordance with the Deed.
- 8.2.8 The Service Provider must ensure all necessary certifications and Approvals are obtained prior to MPM activities and commissioning activities commencing.
- 8.2.9 The Service Provider must manage all interfaces, stakeholders, configuration and engineering activities required to deliver all RM and MPM activities.
- 8.2.10 The Service Provider must manage and undertake all Temporary Work required to deliver the Services.

Testing, Commissioning, and Independent Verification of Completed Work

- 8.2.11 The Service Provider must manage all systems tests, including certification, validation, integration, and any other activity that may be required.

- 8.2.12 The Service Provider must record the results of all test activities.
- 8.2.13 The Service Provider must manage the commissioning of any infrastructure upon completion of MPM or Enhancement Activities as required, including any liaison and coordination with other operators, Authorities and regulators.
- 8.2.14 The Service Provider must ensure only suitably accredited and qualified organisations and individuals are engaged for verification and validation activities.
- 8.2.15 The Service Provider must ensure all relevant certificates are maintained in the Asset Management System and regularly updated as all relevant Laws, ASA Requirements, and Standards and Codes.
- 8.2.16 The Service Provider must ensure that all verification and validation processes required prior to commissioning and system operation are undertaken and documented. The Service Provider must ensure that these processes have been implemented for all RM, MPM and Enhancement Activities and signed off prior to the commissioning of any project.
- 8.2.17 The Service Provider must provide Engineering Services to ensure that all ASA Authorisation, verification and validation activities are completed as required to enable the Services to be carried out in accordance with the Deed.

8.3 Decommissioning of Surplus and/or Obsolete Assets and Equipment

- 8.3.1 The Service Provider must provide Engineering Services to support, plan, and execute decommissioning work and/or the disposal of assets, as may be required.
- 8.3.2 The Service Provider must ensure an efficient and cost effective recycling, repair and disposal strategy is implemented, in order to maximise the whole of life benefit to the Principal.
- 8.3.3 The Service Provider must ensure competitive tenders and rates are obtained for disposable material or assets that may be of commercial value to the Principal.
- 8.3.4 The Service Provider must provide detailed asset disposal management information (including any revenue data) in the Monthly Report.
- 8.3.5 The Service Provider shall provide information to the Principal's Representative prior to any asset disposal, including the physical location where the asset is located, the reason for the proposed disposal, and all other relevant Asset Management information that may be required by the Principal's Representative.
- 8.3.6 The Service Provider must record information about assets disposed, including details on the location of the disposed asset, quantities of the disposed asset, and other relevant information that may be required by the Principal.
- 8.3.7 The Service Provider must ensure that all regulatory approvals required for disposal or decommissioning work are obtained, and that all relevant WHS Law, Environmental Law and any other relevant local authority requirements in relation to disposal or decommissioning work are met.

8.4 Maintenance of Standards and Codes

- 8.4.1 The Service Provider:
- (a) must maintain and update the full set of Standards and Codes to ensure all legislative, safety, design, technology, operations, maintenance, sustainability and other relevant requirements are satisfied;
 - (b) must ensure that all Standards and Codes include TfNSW branding where applicable (and are not branded with the Service Provider's logo); and
 - (c) will remain fully responsible for such Standards and Codes in accordance with this Deed despite any TfNSW branding.
- 8.4.2 The Service Provider must maintain all Standards and Codes in its document management system to ensure they are accessible to all relevant stakeholders (including Subcontractors).
- 8.4.3 All Standards and Codes relevant to the CRN Assets (including any Technical Maintenance Plans, operating standards, and design and construction standards) will, as between the Principal and the Service Provider, be owned by the Principal.
- 8.4.4 The Service Provider will be responsible for the management and implementation of the Standards and Codes for the CRN Assets for the Term.
- 8.4.5 The Service Provider must carry out all activities, services and works required by this Scope of Work (including all work, activities and programs on the CRN Assets) in accordance with the applicable Standards and Codes.
- 8.4.6 Despite any other provision of the Deed, changes to Standards and Codes proposed by the Service Provider must be provided to the Principal's Representative for endorsement by the ASA (and the ASA must have provided such endorsement) before the relevant Standards and Codes are considered to have been changed. The Principal's Representative may (in its absolute discretion), in reviewing the proposed change from the Service Provider, seek clarification or any additional details on the proposed change from either the ASA or the Service Provider (or both).
- 8.4.7 The ASA will provide an initial response from the formal receipt of the proposed change by the Service Provider. The ASA and the Service Provider will agree on the timeframe to provide final endorsement.

Operation and Maintenance Manuals

- 8.4.8 The Service Provider must maintain operation and maintenance manuals to enable the safe, effective and efficient operation and maintenance of the CRN Assets. Where original manuals have not been provided and a need is identified, the Service Provider must prepare or otherwise provide the required operation and maintenance manuals.

As-Built Drawings

- 8.4.9 The Service Provider must maintain any as-built drawings for infrastructure elements comprising CRN Assets (in hard copy or electronic files (or both)) in accordance with relevant Standards and Codes.

Use of Other Media and Devices

- 8.4.10 The Service Provider must make provision for the storage, backing-up, and maintenance of any operation and maintenance manuals, other integrated logistics support documentation, maintenance records, and technical data that may be stored electronically and used in other media and devices.

Service Provider Management Plant and Equipment

- 8.4.11 The Service Provider must provide and maintain all Plant and Equipment, including specialised tools, test and support equipment, required to carry out the Services under this Scope of Works.
- 8.4.12 The Service Provider must maintain a register of all Plant and Equipment that require calibration. The Service Provider must provide the Principal's Representative with access to this register when reasonably requested by the Principal's Representative.
- 8.4.13 The Service Provider must ensure that the Plant and Equipment requiring calibration are calibrated by an organisation accredited by the National Association of Testing Authorities for the class of testing appropriate to the Plant and Equipment, and in accordance with the Plant and Equipment's specifications.
- 8.4.14 The Service Provider must maintain, repair, calibrate, modify, upgrade and replace the Plant and Equipment provided under section 8.4.11.
- 8.4.15 The Service Provider must inspect, test, tag and maintain records of such testing and tagging on all Plant and Equipment provided under section 8.4.11 at regular intervals, to ensure that such Plant and Equipment comply with all relevant Laws (including the WHS Law) and Standards and Codes and Standards and Codes.

8.5 Disposal of Non-Property CRN Assets

- 8.5.1 The Service Provider must implement a process for the disposal of assets such that it:
- (a) aligns with the Network Operations Plan;
 - (b) minimises risk to public safety;
 - (c) realises the residual value of any item or material;
 - (d) addresses any environmental, heritage, and stakeholder requirements; and
 - (e) meets any relevant compliance obligations.

9 Network Operations Services

9.1 General

9.1.1 The Network Operations Services includes:

- (a) all activities, services and works required by this section 9; and
- (b) all activities, work and the supply of all materials necessary for the carrying out of the Network Operations Services, whether or not they are expressly mentioned in this section 9, including those which arise out of, or in any way in connection with, any change in the CRN Assets after the date of the Deed or which otherwise should reasonably have been anticipated or inferred by a reasonably competent and experienced service provider at the date of the Deed as being necessary or desirable for the carrying out of the Network Operations Services had such service provider inspected:
 - (i) all information made available by or on behalf of the Principal to the Service Provider or any Related Body Corporate of the Service Provider for the purpose of tendering, or otherwise in connection with the Deed, including the Information Documents;
 - (ii) all documents forming part of the Deed;
 - (iii) all information relevant to risk allocation under the Deed which is reasonably obtainable by the making of reasonable enquiries; and
 - (iv) the CRN Assets and their near surrounds.

9.1.2 The Service Provider must report any occurrences of:

- (a) non-delivery of any component of the Network Operations Services; or
- (b) Non-Compliances in respect of Network Operations Services, to the Principal's Representative and implement corrective actions, including in accordance with the other requirements of the Deed.

9.2 Network Operations Plan

9.2.1 The Service Provider must develop, updated and maintain a Network Operations Plan, which describes how the Service Provider will meet the requirements specified in this section 9 to provide and manage access to the CRN.

9.2.2 The Network Operations Plan must address:

- (a) temporary and permanent speed restrictions (taking into account KPI 7 (Speed restrictions) set out in the KPI Schedule);
- (b) Track Condition Indexes (as defined in the KPI Schedule);
- (c) train delays; and
- (d) Incidents.

9.2.3 The Service Provider must update the Network Operations Plan if:

- (a) there are any significant operational changes to the CRN that may impact customers; including as a result of the Services and Operations Plan or any other advice from the Principal; and

(b) at any time the Principal's Representative makes a request for an update.

9.2.4 The Service Provider must arrange for an audit by an Independent Auditor of its level of compliance with the Network Operations Plan including an assessment of outcomes for customers. Audits must be undertaken at least annually. The Service Provider must make available the Independent Auditor's report to the Principal's Representative promptly following receipt.

9.3 Network Access

Negotiation of Access Agreements with Rail Transport Operators

9.3.1 The Service Provider must seek approval for, manage, administer, and maintain Track Access Agreements to the extent permitted by, and in accordance with, the relevant Standards and Codes all relevant Laws (including the RSNL), any ASA Requirements and **CRN-O-P003 Procedure for Management of Customer Access Agreements**.

Administration

9.3.2 The Service Provider must manage access to CRN Assets by RTOs, including:

- (a) ensuring compliance with all relevant ASA Authorisations, ASA Requirements and the RSNL;
- (b) ensuring compliance with all Laws and Approvals;
- (c) monitoring the compliance of RTOs with other terms and conditions of Track Access Agreements;
- (d) seamlessly integrating access to CRN Assets with access to adjacent networks, as may be required from time to time; and
- (e) ensuring Ad Hoc Train Path requests are approved within the relevant time period specified in the KPI Schedule.

9.4 Billing and Revenue

Billing

9.4.1 The Service Provider must undertake and manage the billing of RTOs for access to, and use of, CRN Assets in accordance with the terms set out in the respective RTO's Track Access Agreement. The Principal will provide access to the Service Provider to use the "4ABS" database during the Mobilisation Stage.

9.4.2 The Service Provider must maintain a network access billing system (such as 4ABS) for this purpose. The Service Provider may propose to the Principal's Representative an alternative network access billing system to 4ABS. Any such alternative network access billing system must include the following features:

(a) a table of applicable rates based on measurable train parameters agreed to by the Principal and the RTOs;

- (b) a system for assessing a train's conformance with the relevant Track Access Agreement;
 - (c) a system for recording the train path charged for on each occasion;
 - (d) a system for documenting billing and certification of payments; and
 - (e) a facility for measuring the payment performance of RTOs.
- 9.4.3 Without limiting clause 6.4 of the General Conditions, the Service Provider must provide the Principal with direct access to the network access billing system database and any other billing and payment management system used by the Service Provider to fulfil its obligations under this section 9.4.
- 9.4.4 Where the Principal's Representative has approved an alternative network access billing system to 4ABS proposed by the Service Provider, the Service Provider may use that alternative and must provide the Principal with a license to all intellectual property rights in the system, to allow the Principal to access and use the system following expiry of the Term (or earlier Termination Date).

Revenue

- 9.4.5 The Service Provider must provide monthly reports of access revenue to the Principal's Representative as part of the Monthly Report.
- 9.4.6 Monthly Reports must include details of late payments and any other issues of significance in relation to payments by RTOs for access to, and use of, CRN Assets.
- 9.4.7 Monthly Reports must also include details of activity undertaken to ensure that RTOs provide correct details of their access requirements (for example, details on each RTO's tonnage, and distance travelled during that month), and that they were billed accordingly and in accordance with the provisions of the relevant Track Access Arrangement.

9.5 Network Management and Train Control

Network Planning

- 9.5.1 In relation to the CRN Operational Network, the Service Provider must plan access to CRN Assets, including the planning of Train Paths for:
- (a) preparation of the SWTT;
 - (b) scheduling of all services to be carried out in accordance with the SWTT;
 - (c) spare Train Paths;
 - (d) ad hoc access, when required;
 - (e) scheduling of Track Possessions; and
 - (f) issuing track occupancy authorities, as required.
- 9.5.2 In delivering the Network Operation Services, the Service Provider must comply with all applicable Standards and Codes and Laws.
- 9.5.3 The Service Provider must develop and maintain the SWTT. The Service Provider must provide any proposed changes to the SWTT changes to the CRN Operational

Network to the Principal's Representative for approval in accordance with clause 6.9 of the General Conditions.

- 9.5.4 The Principal's Representative may approve or reject the Service Provider's proposed changes to the SWTT submitted under section 9.5.3 in writing. The Principal's Representative may have regard to any of the following considerations when reviewing the Service Provider's proposed changes to the SWTT:
- (a) whether the proposed amendments meet the performance requirements;
 - (b) whether the proposed amendments comply with the Deed; and
 - (c) whether the proposed amendments to the SWTT are contrary to the public interest.
- 9.5.5 Where the Principal's Representative makes any comment to the SWTT submitted under section 9.5.3, the Service Provider must resubmit its amended SWTT to the Principal's Representative. The review process set out under sections 9.5.3, 9.5.4 and this section 9.5.5 will continue until the Principal's Representative has no more comments on the proposed SWTT.

CRN Operational Network Management

- 9.5.6 The Service Provider must manage the CRN Operational Network to ensure that they are conducted in accordance with Train Path planning specified in section 9.5.1 and 9.5.2.
- 9.5.7 CRN Operational Network management activities include:
- (a) maintenance of network rules and procedures, including maintenance of the TOC Manual and supporting documentation;
 - (b) management of Train Paths in accordance with the relevant Track Access Agreements;
 - (c) authorisation and notification to RTOs, and reporting to the Principal's Representative of temporary deviations from the SWTT or daily timetables;
 - (d) managing interfaces between the CRN and other adjacent railway networks;
 - (e) development and maintenance of safety interface agreements in accordance with RSNL;
 - (f) identification of business development opportunities across the CRN to increase access revenue; and
 - (g) assisting the Principal with the development of strategic operational projects for the benefit of the CRN.

Network Rules and Procedures

- 9.5.8 The Service Provider must manage the CRN Operational Network in accordance with Part 4 of the *Rail Safety National Law Regulations 2012* (NSW) (**RSNL Regulations**).
- 9.5.9 The Service Provider, in consultation with RTOs and managers of adjacent railway networks, must engage in the introduction of the national safe working rules that are currently being developed by the Rail Industry Safety and Standards Board (**RISSB**)

Australian National Rules Project. The Service Provider must submit an annual report to the Principal's Representative on the Service Provider's compliance with the requirements under section 9.5.8 and this section 9.5.9.

Management of Operator Performance

- 9.5.10 The Service Provider must effectively manage the compliance of RTOs with the terms and conditions of the relevant Track Access Agreements. The Service Provider must provide reports to the Principal's Representative on whether the RTOs have complied with their respective Track Access Agreements, and include the following details on the RTO's CRN Operational Network performance:
- (a) the RTO's punctuality, measured in accordance with the SWTT and timetables (published daily);
 - (b) serviceability of trains, in particular where defects have the potential to inflict undue wear or damage on elements of the CRN Assets;
 - (c) reliability of information provided by RTOs in relation to their access requirements (for example train weights);
 - (d) compliance with all relevant Standards and Codes; and
 - (e) other administrative requirements (for example, ensuring RTOs maintain required ASA Authorisations, confirming that RTOs have an up-to-date and relevant Safety Management System).
- 9.5.11 The Service Provider must provide a representative (or representatives) to attend combined performance meetings between the RTOs and the Principal's Representative, as required.

Communication and Consultation

- 9.5.12 The Service Provider must communicate and consult with the RTOs in relation to any planned service interruptions or changes to the CRN Operational Network (for example, any Track Possessions, speed restrictions, or other maintenance activities) to ensure the RTO's awareness of and, if possible, agreement with the Service Provider's planned activities.
- 9.5.13 The Service Provider must ensure that stakeholders on adjacent railway networks are notified of the Service Provider's planned activities, to ensure that disruptions are minimised and there is a high level of coordination between the Service Provider and the RTOs.
- 9.5.14 The Service Provider must consult with the RTOs in relation to any risk assessment that may be required in relation to RM, MPM or other CRN Operational Network changes under consideration by the Service Provider.
- 9.5.15 The Service Provider must advise the Principal's Representative of any delays which have occurred on the CRN Operational Network within eight hours of the delay or delays occurring.

Management of Train Control

- 9.5.16 The Service Provider must manage and administer all aspects of the Train Control Systems during the Term and ensure that the Train Control Systems are fit for their Intended Purpose.
- 9.5.17 The Train Control Systems must include:
- (a) telemetry systems to communicate with signal equipment;
 - (b) computer-based display and control panels for the real time monitoring of signal equipment status (including track);
 - (c) points and signal status;
 - (d) the recording and reporting of events and alarms;
 - (e) audio equipment facilities for communication with regional signallers;
 - (f) computer-based display and control panels to manage the selection and establishment of communication conversations with signallers, drivers, safe workers, maintainers and emergency personnel;
 - (g) recording facilities required to record conversations with signallers, drivers, safe workers, maintainers and emergency personnel; and
 - (h) monitoring equipment.
- 9.5.18 The Service Provider must effectively manage Train Control interfaces between the Principal, RTOs and operators of adjacent railway networks.
- 9.5.19 The Service Provider must comply with the Principal's network rules and procedures and the Principal's train operating conditions relating to the rail operations set out under this section 9.5.

Implementation of Train Control

- 9.5.20 The Service Provider must ensure that the Train Control Systems provided to the Principal's Representative meet the safety, performance and other operational needs of the NSW Government, the Principal, and RTOs using the CRN, throughout the Term.
- 9.5.21 The Service Provider must ensure that the Train Control Systems facilitate the movement of passenger and freight services on the CRN Operational Network in accordance with agreed and published timetables.

Management of Signalling Safety and Performance

- 9.5.22 The Service Provider must manage signalling safety and performance on the CRN Operational Network in accordance with network rules and procedures, Standards and Codes, and any applicable Laws (including under the RSNL and the RSNL Regulations). Specific tasks include:
- (a) capturing and recording signalling failures and irregularities;
 - (b) analysing signalling failures and irregularities;
 - (c) identifying trends;

- (d) producing reports on trends; and
- (e) initiating preventive and corrective actions, including on any MPM activities.

Management of Incidents and WHS Breaches

9.5.23 The Service Provider must establish, and maintain at all times, the capability to respond appropriately to Incidents and emergencies. The Service Provider's Incident management capabilities must include:

- (a) short-term response to Incidents;
- (b) liaison with emergency services and other relevant local Authorities;
- (c) communications with RTOs and other affected parties to ensure impacts of the Incident are contained;
- (d) initiation of corrective maintenance, repairs, replacements or operational measures to remedy causes of Incidents;
- (e) other short-term actions required to maintain network safety and service reliability;
- (f) Incident investigation and follow-up; and
- (g) initiation and reporting of corrective actions.

9.5.24 The Service Provider must also manage the commercial aspects of Incidents that relate to access and network management. In particular, the organisation of independent inspections and reporting by a suitably experienced Incident investigator to determine liability (for example, in the case of derailments, whether the Incident was caused by the infrastructure, the rolling stock, or a combination of both).

9.5.25 In relation to breaches of the WHS Law, key tasks must include:

- (a) investigation of breaches of the WHS Law;
- (b) reporting of breaches of the WHS Law; and
- (c) initiation of preventive and corrective actions, so that future breaches of the WHS Law are minimised.

Network Control Infrastructure and Systems

9.5.26 The Service Provider must maintain a Network Control Centre in TfNSW Regional and Outer Metropolitan Areas in accordance with the Network Operations Plan.

9.5.27 The Service Provider must maintain a backup Network Control Centre in the event that the Network Control Centre referred to in section 9.5.26 becomes non-operational for any reason. The backup Network Control Centre must be located in TfNSW Regional and Outer Metropolitan Areas in accordance with the Network Operations Plan.

9.5.28 If required by the Principal, the Service Provider will also take possession of and maintain:

- (a) the Principal's existing Train Running Information Management System; and
- (b) all other associated systems, programs and infrastructure required for network control provided by the Principal to the Service Provider.

- 9.5.29 The Service Provider must submit any proposed changes to the utilisation of the Principal's Train Control infrastructure for approval by the Principal's Representative. Any proposed changes to the utilisation of this infrastructure must also be made in accordance with the Network Operations Plan.

10 Support Services

10.1 General

10.1.1 The Service Provider must provide all personnel, systems, resources, and Plant and Equipment when carrying out any of the Services. The Service Provider must provide the Support Services as part of the Services it is required to provide under the Deed.

The Support Services include:

- (a) all activities, services and works required by this section 10; and
- (b) all activities, work and the supply of all materials necessary for the carrying out of the Support Services, whether or not they are expressly mentioned in this section 10, including those which arise out of, or in any way in connection with, any change in the CRN Assets after the date of the Deed or which otherwise should reasonably have been anticipated or inferred by a reasonably competent and experienced service provider at the date of the Deed as being necessary or desirable for the carrying out of the Support Services had such service provider inspected:
 - (i) all information made available by or on behalf of the Principal to the Service Provider or any Related Body Corporate of the Service Provider for the purpose of tendering, or otherwise in connection with the Deed, including the Information Documents;
 - (ii) all documents forming part of the Deed;
 - (iii) all information relevant to risk allocation under the Deed which is reasonably obtainable by the making of reasonable enquiries; and
 - (iv) the CRN Assets and their near surrounds.

10.1.2 Without limiting section 10.1.1, the Service Provider must provide all support services associated with:

- (a) project management and administration;
- (b) the preparation and update (as necessary to ensure they are current at all relevant times) of all management plans;
- (c) scoping, estimating and project scheduling;
- (d) managing interfaces with other parts of the Service Provider's business;
- (e) engaging and consulting with stakeholders and the wider community;
- (f) managing safety, quality, risks and the Environment;
- (g) reporting requirements (including ad hoc or scheduled reports required under the Deed);
- (h) obtaining all necessary Approvals; and
- (i) tendering for, procuring, and managing Subcontractors,

arising out of, or in any way in connection with, the Services, any Modifications or Adjustment Events.

10.2 Not used

10.3 Support for Variations

- 10.3.1 The Service Provider must provide all necessary support (personnel, systems, resources) for Variations (or proposed Variations). This includes preparing, costing and developing project plans, any Variation Impacts Statement or supporting documents and all necessary approvals and management of asset information.
- 10.3.2 Without limiting the Service Provider's obligations under the General Conditions, the Service Provider must provide the Principal with full open book access to all records, supporting information (including invoices where relevant), costings, accounts, calculations, schedules or any other relevant information (including salaries and wages information) in respect of any Variation, which the Principal reasonably needs to consider and verify the Variation.
- 10.3.3 Regardless of the funding source of a project resulting from any Variation, the Service Provider must provide all of the support as specified in sections 10.3.1 and 10.3.2.

10.4 Ad hoc reports or requests for information by the Principal

- 10.4.1 The Service Provider must provide reports and information in response to requests from the Principal as reasonably requested by the Principal prior to the expiry of the Term, including in respect of any:
- responses to any requests for public disclosure of the Deed (or any matters concerning, or in any way in connection with, the Deed) submitted under the GIPA Act;
 - TAHE requirements;
 - electoral statements;
 - capital and recurrent funding spent each year;
 - maps or other GIS-based information;
 - defects or other information related to CRN Assets;
 - programming information in respect of the Services; and
 - financial information.

10.5 Enhancement Work Programs (including low or no cost proposals)

- 10.5.1 The Service Provider must provide any necessary support to the pursuit by the Principal of current or future enhancement work programs, including in respect of:
- the Level Crossing Improvement Program (**LCIP**);
 - TfNSW's 'Fixing Country Rail' (**FCR**) program and the Main West Enhancement Program;
 - the Inland Rail project;
 - the Commonwealth Government's Bridges Renewal Programme, forming part of the Local and State Government Road Safety Package administered by the Department of Infrastructure, Transport, Cities and Regional Development;
 - any Third Party Works;

- (f) any low or no cost proposals; and
- (g) any other program regardless of funding source or delivery vehicle.

10.5.2 A typical program of Enhancement Activities is listed in **Appendix G** as an Information Document. The Service Provider:

- (a) without limiting section 3.1.1(b), must ensure that it is ready, willing and able to carry out Enhancement Activities in line with that set out in the program of Enhancement Activities;; and
- (b) without limiting clause 5.8 of the General Conditions, acknowledges and agrees that the Principal does not warrant, guarantee or make any representation as to, the extent of Enhancement Activities (if any) that may be required to be carried out by the Service Provider.

10.6 Property Management Services (including disposals and acquisitions)

10.6.1 The Service Provider must provide any necessary support to Property Management Services, including:

- (a) leases;
- (b) licensing;
- (c) Third Party access requests;
- (d) acquisitions of property;
- (e) reviewing development applications;
- (f) town planning (including review of environmental factors); and
- (g) disposals of property or assets.

10.6.2 Without limiting section 10.6.1, the Service Provider must provide support with respect to:

- (a) managing of a large portfolio of properties that could be repurposed or disposed;
- (b) processing a large volume of requests or applications; and
- (c) managing a large number of applications and stakeholders across the CRN.

10.7 Service Level Changes

10.7.1 The Service Provider must provide any necessary Support Services in response to requests by or on behalf of the Principal for any change in service levels, including:

- (a) monitoring and recording service levels across the CRN;
- (b) seeking necessary Approvals; and
- (c) conducting stakeholders consultations.

10.8 Management of works by a party other than the Service Provider

- 10.8.1 The Service Provider must provide all necessary support for the delivery of any works or services carried out by a Third Party.
- 10.8.2 The Service Provider must ensure that all necessary Approvals, accreditations or other authorisations and planning occur in the event that a party other than the Service Provider is approved to do work on the CRN or other adjoining asset not on the CRN.

10.9 Management of Oversize Overmass Vehicle movements

- 10.9.1 The Service Provider must provide all necessary planning, advice and approvals to any road user associated with the movement of any oversize overmass vehicles across the network.
- 10.9.2 The Service Provider must ensure that any such movements do not cause damage to the CRN Assets, including by providing inspections, protection or escort services as required.
- 10.9.3 The Service Provider may recover costs associated with these Services from road users (and not the Principal) in accordance with HVNL.

11 Management of Stakeholder Relationships and Management of Communications Services

11.1 General

11.1.1 The Management of Stakeholder Relationships and Management of Communications Services includes:

- (a) all activities, services and works required by this section 11; and
- (b) all activities, work and the supply of all materials necessary for the carrying out of the Management of Stakeholder Relationships and Management of Communications Services, whether or not they are expressly mentioned in this section 11, including those which arise out of, or in any way in connection with, any change in the CRN Assets after the date of the Deed as being necessary or desirable for the carrying out of the Management of Stakeholder Relationships and Management of Communications Services had such service provider inspected:

- (i) all information made available by or on behalf of the Principal to the Service Provider or any Related Body Corporate of the Service Provider for the purpose of tendering, or otherwise in connection with the Deed, including the Information Documents;
- (ii) all documents forming part of the Deed;
- (iii) all information relevant to risk allocation under the Deed which is reasonably obtainable by the making of reasonable enquiries; and
- (iv) the CRN Assets and their near surrounds.

11.1.2 The Service Provider must report any occurrences of:

- (a) non-delivery of any component of the Management of Stakeholder Relationships and Management of Communications Services; or
 - (b) Non-Compliances in respect of Management of Stakeholder Relationships and Management of Communications Services ,
- to the Principal's Representative and implement corrective actions, including in accordance with the requirements of the Deed.

11.2 Stakeholder Relationships

11.2.1 The Service Provider must manage relationships with relevant stakeholders in accordance with the Stakeholder Management Plan (including by engaging key stakeholders such as the ONRSR, above-rail operators, adjacent rail network infrastructure managers, and any relevant unions).

11.2.2 The Service Provider must manage and coordinate community involvement, consultation and communications related to the Services, and must be proactive in informing the community when carrying out (or when it is anticipating on carrying out) part of the Services that have the potential to impact the local community.

- 11.2.3 The Service Provider must minimise any inconvenience to the community by providing timely and regular information about disruptions to traffic, public transport services and any other impacts.
- 11.2.4 The Service Provider must ensure that its employees, Subcontractors, and staff of Subcontractors are made aware of the Service Provider's community relations obligations.
- 11.2.5 The Service Provider must provide opportunities (where relevant and appropriate) for the local community to have input into various aspects of the maintenance, operation and development of the CRN, such as the development of detailed design elements (including landscaping detail) and construction impact management strategies.

11.3 Management of Communications

- 11.3.1 The Service Provider must manage communications, both internally and externally, with all relevant stakeholders.
- 11.3.2 The Service Provider must manage communications with stakeholders on key issues including:
 - (a) safety and risk management;
 - (b) access management;
 - (c) train planning and scheduling;
 - (d) Train Control and signalling;
 - (e) land and lease management;
 - (f) Safety Interface Agreements;
 - (g) internal industrial agreements entered into by the Principal or the Principal's Representative;
 - (h) potential impacts on training requirements;
 - (i) transition to a new form of contract;
 - (j) Environment and conservation;
 - (k) native title and cultural heritage;
 - (l) local transport impacts;
 - (m) social and urban development; and
 - (n) local neighbouring residential and business community impact.
- 11.3.3 The Service Provider must consult with stakeholders of the CRN through a variety of means, including by from informal conversations, formal risk assessments, design reviews, Track Access Agreements and entering into any required deeds of consent (or other forms of access deeds).
- 11.3.4 The Service Provider must, in consultation with the Principal's Representative, determine the most appropriate method and medium for communications, taking into account considerations such as:
 - (a) safety implications;
 - (b) levels of urgency;
 - (c) communication effectiveness;
 - (d) target audience; and
 - (e) community or political sensitivity.

- 11.3.5 For larger scale MPM or Enhancement Activities, the Service Provider must consider a range of approaches to public consultation, including:
- (a) public displays;
 - (b) site inspections by visitors; and
 - (c) other means of dissemination of information to the public, including through print and electronic media, site signage, and community forums.
- 11.3.6 The Service Provider must establish appropriate internal procedures for the handling of media enquiries and enquiries from elected representatives, which must be clearly documented and in accordance with **CRN-S-P002 Procedure for Media Management**.
- 11.3.7 All media enquiries and enquiries from elected representatives related to Services must be referred to the Principal's Representative, and must ensure that its employees and Subcontractors refer all such media enquiries and enquiries from elected representatives directly to the Principal's Representative together with sufficient factual briefing material to respond to the query.
- 11.3.8 The Service Provider must identify opportunities for media releases and events for enhancement works or where the performance of the network is improved, and facilitate these in cooperation with the Principal's Representative.

11.4 Material for Publication and Public Distribution

- 11.4.1 The Service Provider must liaise with the Principal's Representative during the development and distribution of public information and material.
- 11.4.2 All proposed material, including work notifications, consultation material, marketing and branding campaigns, must be submitted to the Principal's Representative in final draft format for review and approval at least ten (10) Business Days prior to distribution or publication.

11.5 Complaints Management

- 11.5.1 The Service Provider must develop, implement, operate and maintain a community contact management system as specified in the Stakeholder Management Plan for the purpose of recording and tracking all contact with stakeholders, which:
- (a) records the times of any interaction with stakeholders,
 - (b) includes details of all responses issued by the Service Provider; and
 - (c) includes details of the resolution of issues raised.
- 11.5.2 The Service Provider must ensure that it includes a report on all complaints logged in the Service Provider's community and stakeholder communication management system in its monthly report of stakeholder issues.

11.6 Reporting Requirements

- 11.6.1 The Service Provider must include advice on stakeholder issues, media opportunities and ongoing consultations in its Monthly Report to the Principal's Representative.

- 11.6.2 The Service Provider must also advise the Principal's Representative of any complaints or issues which have the potential to have an adverse effect upon communities, community members or stakeholders, within 24 hours of receipt of the complaint or awareness of the potential issue.

12 Safety Management Services

12.1 General

- 12.1.1 The Safety Management Services includes:
- (a) all activities, services and works required by this section 12; and
 - (b) all activities, work and the supply of all materials necessary for the carrying out of the Safety Management Services, whether or not they are expressly mentioned in this section 12, including those which arise out of, or in any way in connection with, any change in the CRN Assets after the date of the Deed or which otherwise should reasonably have been anticipated or inferred by a reasonably competent and experienced service provider at the date of the Deed as being necessary or desirable for the carrying out of the Safety Management Services had such service provider inspected:
 - (i) all information made available by or on behalf of the Principal to the Service Provider or any Related Body Corporate of the Service Provider for the purpose of tendering, or otherwise in connection with the Deed, including the Information Documents;
 - (ii) all documents forming part of the Deed;
 - (iii) all information relevant to risk allocation under the Deed which is reasonably obtainable by the making of reasonable enquiries; and
 - (iv) the CRN Assets and their near surrounds.

12.2 Safety Management System

- 12.2.1 The Service Provider must develop, maintain and operate a Safety Management System that is fully compliant with Division 6 of Part 3 of the RSNL.
- 12.2.2 The Service Provider must, as part of its Safety Management System, develop implement, update and maintain any necessary subordinate systems as well as a Safety Management Plan (as set out in Appendix C) which describes how the Service Provider will meet the safety requirements specified in this Scope of Works.
- 12.2.3 Without limiting the obligations of the Service Provider under the Deed, where there is a discrepancy between a requirement of the Deed and the requirements of the RSNL Accreditation in relation to rail safety, the requirements of the RSNL Accreditation take precedence and the Service Provider must comply with them.
- 12.2.4 The Service Provider must ensure that all necessary safety requirements are taken into account when carrying out the Services.
- 12.2.5 The Service Provider's Safety Management System must interface with the Principal's Safety Management System where necessary to ensure that both systems align and are consistent.
- 12.2.6 The Service Provider's Safety Management System must include a comprehensive set of standards, procedures and forms to enable safe, efficient and effective operation of the Safety Management System.

12.3 Workplace Health and Safety (WHS)

- 12.3.1 The Service Provider must:
- (a) incorporate all necessary WHS considerations into all aspects of the work arising out of, or in any way in connection with, any part of the Services;
 - (b) maintain a WHS management system that complies with the WHS Law, the Australian Government Building and construction WHS Accreditation Scheme (as established under the *Fair Work (Building Industry) Act 2012 (Cth)* and continued in existence by the *Building and Construction Industry (Improving Productivity) Act 2016 (Cth)*);
 - (c) develop, implement, update and maintain a WHS Management Plan (contained within the Safety Management System) for the Services and ensure compliance with the WHS Management Plan at all times; and
 - (d) provide a suitably qualified site safety representative who shall be responsible for issues relating to WHS throughout the Services.

12.4 Safety Risk Management

- 12.4.1 The Service Provider must implement systematic safety risk management techniques to determine hazards and associated risks that could adversely affect safety, including the development and implementation of risk management strategies to manage those risks and hazards.
- 12.4.2 The Service Provider must operate a risk management process that meets Good Industry Practice requirements, and which applies safety risk tolerability criteria that are consistent with those detailed in *TfNSW Transport Enterprise Risk Management Framework*.
- 12.4.3 The Service Provider must integrate safety risks into the overall business risk and issues management of the Service Provider's business. The Service Provider must record, monitor and control safety-related risks in a centralised risk register, which must be available for inspection by the Principal's Representative when reasonably requested.
- 12.4.4 The Service Provider must arrange for an independent audit by an Independent Auditor to verify that the Safety Management system complies with the requirements of RSNL and WHS Law including a review of any Major Incidents, emerging trends or others issues as nominated by the Principal. Audits must be undertaken at least annually. The Service Provider must make available the auditor's report to the Principal's Representative promptly following receipt.
- 12.4.5 The Service Provider must also arrange for a Quarterly Safety Analysis Report that includes a review of Incidents, emerging trends or other issues as nominated by the Principal.

12.5 Safety Interface Requirements

- 12.5.1 Without limiting clause 7.15 of the General Conditions, the Service Provider must enter into all Safety Interface Agreements set out in Attachment A to the General Conditions and those pursuant to the RSNL.

- 12.5.2 Safety interfaces may include:
- (a) physical interfaces relating to the boundaries of the CRN;
 - (b) operational interfaces, for example, where responsibility for signalling or train control changes from one entity to another;
 - (c) access interfaces, for example, between an above-rail operator and the Rail Infrastructure Manager; and
 - (d) administrative interfaces, for example, between the Rail Infrastructure Manager, and fire or other emergency services providers.
- 12.5.3 The Service Provider must:
- (a) identify all such interfaces;
 - (b) determine and agree upon the interface boundaries with the other party (or parties); and
 - (c) develop and sign Safety Interface Agreements with the other party (or parties), setting out the responsibilities of each of the parties and the boundaries at which the responsibilities transfer from one party to the other.
- 12.5.4 Safety Interface Agreements must be compliant with the RSNL, and must contain provisions for:
- (a) implementing and maintaining measures to manage risks to safety;
 - (b) the evaluation, testing and, where appropriate, revision, of those measures;
 - (c) the respective roles and responsibilities of each party to the Safety Interface Agreement in relation to those measures;
 - (d) procedures by which each party to the Safety Interface Agreement will monitor and determine whether the other party complies with its obligations under the Safety Interface Agreement;
 - (e) dispute resolution;
 - (f) emergency and incident management and follow-up;
 - (g) management of the interface, in particular communication and consultation; and
 - (h) a process for keeping the reviewing and revising the Safety Interface Agreement.

12.6 Access to CRN Assets by Subcontractors and Third Parties

- 12.6.1 In relation to access to CRN Assets by Subcontractors or Third Parties for the purpose of RM or other parts of the Services, the Service Provider must develop, maintain and administer:
- (a) a procedure whereby Subcontractors or Third Parties request access;
 - (b) a procedure by which access requests are reviewed, and, if appropriate, granted;
 - (c) guidance material to enable Subcontractors or Third Parties to enter, work safely and notify departure CRN Assets; and
 - (d) a permit system and associated procedures for the monitoring and control of activities to ensure safety.
- 12.6.2 The Service Provider must ensure that Subcontractors and Third Parties comply with all Laws (including the WHS Law and the RSNL) in relation to work in the rail Corridor.



- 12.6.3 Note that this requirement is not to be confused with access to the CRN by RTOs for train operations.

13 Environmental Management and Sustainability Services

13.1 General

13.1.1 The Environmental Management and Sustainability Services includes:

- (a) all activities, services and works required by this section 13;
- (b) all activities, services and works relating to environment protection, sustainability, heritage and energy efficiency required under the Deed, including those required by clause 7.1 to 7.6, 7.8, 7.16, 10, 11 and 12 of the General Conditions;
- (c) all activities, services and works required for the Service Provider to comply with Environmental Laws; and
- (d) all activities, work and the supply of all materials necessary for the carrying out of the Environmental Management and Sustainability Services (including in accordance with all Environmental Laws), whether or not they are expressly mentioned in this section 13, including those which arise out of, or in any way in connection with, any change in the CRN Assets after the date of the Deed or which otherwise should reasonably have been anticipated or inferred by a reasonably competent and experienced service provider at the date of the Deed as being necessary or desirable for the carrying out of the Environmental Management and Sustainability Services had such service provider inspected:
 - (i) all information made available by or on behalf of the Principal to the Service Provider or any Related Body Corporate of the Service Provider for the purpose of tendering, or otherwise in connection with the Deed, including the Information Documents;
 - (ii) all documents forming part of the Deed;
 - (iii) all information relevant to risk allocation under the Deed which is reasonably obtainable by the making of reasonable enquiries; and
 - (iv) the CRN Assets and their near surrounds.

13.1.2 The Service Provider must report any occurrences of:

- (a) non-delivery of any component of the Environmental Management and Sustainability Services; or
- (b) Non-Compliances in respect of Environmental Management and Sustainability Services,

to the Principal's Representative and implement corrective actions, including in accordance with the requirements of the Deed.

13.2 Environmental and Sustainability Management System

13.2.1 The Service Provider must submit to the Principal's Representative on or before the Services Commencement Date (and at other times upon request by the Principal's Representative during the Term), evidence to the reasonable satisfaction of the

Principal's Representative that the Service Provider has an environmental management system in place that:

- (a) is consistent with this Deed;
- (b) is consistent with ISO 14001;
- (c) is compliant with NSW Government Environmental Management Systems Guidelines, (Edition 3, August 2013);
- (d) has as an objective, compliance with applicable Environmental Laws, including the *Environment Protection Act 1997* (ACT) and the *Protection of the Environment Operations Act 1997* (NSW);
- (e) details the likely impact of the Services on the Environmental and measures to improve the environmental performance and management of the Services; and
- (f) complies with all relevant TfNSW policies including the *TfNSW Policy for Sustainable Procurement*.

13.2.2 The Service Provider must while carrying out the Services under this Deed adhere to the Environmental Management System.

13.3 Key Environmental Management Activities

13.3.1 The Service Provider must undertake environmental management activities commensurate with its stewardship role in relation to CRN Assets and in support of the Principal's objectives as provided in clause 2.1 of the General Conditions.

13.3.2 The Service Provider must carry out routine environmental management activities including:

- (a) vegetation control along the rail Corridors comprising the CRN;
- (b) fire hazard reduction (refer also section 13.13 below);
- (c) preparation of Review of Environmental Factors and other project documentation (including as required by clause 7.6 of the General Conditions); and
- (d) where requested by the Principal, report to the Principal's Representative on environmental risks and the Service Provider's management of these risks.

13.3.3 The Service Provider must comply with the Environment Protection and Biodiversity Conservation Act 1999 (Cth).

13.3.4 The Service Provider must at all times ensure that all relevant licensing conditions are met and at least annually ensure compliance is audited by an independent environmental auditor. The Service Provider must make available the auditor's report to the Principal's Representative promptly following receipt.

13.4 Environmental Management Plan

13.4.1 Prior to the Services Commencement Date, the Service Provider must update and submit to the Principal's Representative the Environmental Management Plan.

13.4.2 The Environmental Management Plan must at least contain the following components:

- (a) a description of how the Service Provider intends to meet the requirements in this section 13;

- (b) a description of the relevant requirements of the TfNSW suite of environmental guidelines;
 - (c) a list of all Approvals under Environmental Laws that are required for the performance of the Services;
 - (d) a list of all applicable Environmental Laws that Service Provider must comply with in performing the Services;
 - (e) a documented review process consistent with section 3.5.10;
 - (f) a process of continual improvement; and
 - (g) any other plans referred to in in the Environmental Management and Sustainability Services Section
- 13.4.3 The Environmental Management Plan may include the Fire Management Plan, the Pollution Incident Response Plan and the Biodiversity Management Plan.
- 13.4.4 The Environmental Management Plan must comply with the relevant requirements of Guideline for Preparation of Environmental Management Plans (NSW Department Infrastructure, Planning and Natural Resources, 2004) and the Environmental Guidelines for preparation of an Environment Management Plan (ACT Environment Protection Authority, 2013) (where applicable).

13.5 Response to Incidents

- 13.5.1 The Service Provider must prepare and submit to the Principal's Representative a Pollution Incident Response Plan.
- 13.5.2 The Pollution Incident Response Plan must at least contain the following components:
- (a) identification of and analysis of risks for potential incidents that may arise in the performance of the Services;
 - (b) a description of all notification requirements including those under the conditions of the Environmental Protection Licenses and the requirements of the *Protection of the Environment Operations Act 1997* (NSW) and the *Environment Protection Act 1997* (ACT);
 - (c) up to date contact directories, including the names and procedures for 24 hour contact with persons nominated by the Service Provider to respond to incidents;
 - (d) a documented review process consistent with section 3.5.10; and
 - (e) a process of continual improvement.
- 13.5.3 The Pollution Incident Response Plan must be consistent with:
- (a) the Environmental Protection Licence conditions and the requirements of the *Protection of the Environment Operations Act 1997* (NSW) and the *Environment Protection Act 1997* (ACT); and
 - (b) any relevant TfNSW or TAHE procedures that the Principal has provided to the Service Provider.
- 13.5.4 The Service Provider must promptly respond to environmental incidents (including Pollution incidents) so as not to delay the commencement, progress or completion of the Services.

13.6 Service Provider Restoration, Regeneration, and Planting

- 13.6.1 The Service Provider must ensure that all Relevant Land is reinstated to a condition:
- (a) at least equivalent to that existing before the Services Commencement Date;
 - (b) as required by Law including the conditions of any relevant Approval; and
 - (c) as required by any relevant Authority.
- 13.6.2 The obligation in section 13.6.1 applies progressively throughout the Term to any portion of the Relevant Land where Services were carried out but have been completed.
- 13.6.3 Where the Service Provider has completed performance of the Services on a portion of the Relevant Land, the Service Provider must ensure that all surplus construction materials, including residual or stockpiled excavated material, is loaded and disposed of or dispersed on the site in accordance with the requirements of the Service Provider's Environmental Management System and all relevant Laws and to the satisfaction of the Principal's Representative and any relevant Authorities.

13.7 Protection of biodiversity

- 13.7.1 The Service Provider must comply with all Laws relating to protection or management of biodiversity.
- 13.7.2 The Service Provider must consider riparian and riverine management requirements when relevant.
- 13.7.3 The Service Provider must prepare and submit to the Principal's Representative a Biodiversity Management Plan that demonstrates how it will comply with Laws relevant to the protection of biodiversity.

13.8 Discharge Water Quality

- 13.8.1 The Service Provider must ensure that Services that involve the discharge of water on or from land are carried out in accordance with the Environment Protection Licences.

13.9 Airborne Emissions

- 13.9.1 In performing the Services:
- (a) the Service Provider must ensure that any airborne emissions are managed in accordance with the requirements of the Environment Protection Licences; and
 - (b) the Service Provider must minimise airborne dust, smoke, or other particles that could cause a hazard to others or have an impact on the environment.

13.10 Floods

- 13.10.1 The Service Provider must ensure that drainage works it performs as part of the Services are designed and carried out in a manner that does not increase the potential for flooding of any other property.

13.11 Noise and vibration

- 13.11.1 In performing the Services:
- (a) the Service Provider must manage noise and vibration in accordance with the requirements of the Environment Protection Licences including compliance with any noise limits, hours of work and other noise related conditions;
 - (b) the Service Provider must take all reasonable actions to reduce the emission of noise and/or vibration generated during the performance of the Services, whether directly or indirectly, e.g. through noise generated by vehicles entering and/or departing a work site; and
 - (c) the Service Provider must ensure that all vehicles with reverse alarms that are used by the Service Provider and its Subcontractors on the Relevant Land on a regular basis are fitted with a non-tonal alarm that provides a noise level appropriate to varying background noise levels where that vehicle is being used.

13.12 Provision of Energy and Emissions Information

- 13.12.1 The Service Provider must prepare reports in order to assist the Principal to meet its obligations under the NSW Government Resource Efficiency Policy 2014 and any subsequent policy that replaces this document.
- 13.12.2 During the Term the Service Provider must at its cost:
- (a) record and maintain all Energy and Emissions Information at or from the CRN Assets, that the Service Provider or the Principal may be required to maintain or provide to an Authority, including under any Clean Energy Legislation; and
 - (b) upon written request by the Principal's Representative to do so, provide such Energy and Emissions Information to the Principal or an Authority as is necessary in order to ensure that the Principal complies with its obligations at Law, within the timeframe specified in the written request.
- 13.12.3 The Service Provider acknowledges and agrees that the Principal may use the Service Provider's Energy and Emissions Information for any purpose.

13.13 Fire Management and Fire Hazard Reduction

- 13.13.1 The Service Provider must prepare and submit to the Principal's Representative a Fire Management Plan.

- 13.13.2 The Fire Management Plan must at least contain the following components:
- (a) a fire risk assessment of all CRN Assets and measures to protect the CRN Assets and the surrounding areas from fires;
 - (b) a list of the proposed fire response capability including people, plant and systems;
 - (c) a plan for the ongoing management of fire prevention, suppression, hazard reduction and management including incident control systems so that fires do not escape from the CRN Land;
 - (d) a documented review process consistent with section 3.5.10; and
 - (e) a process of continual improvement including training.
- 13.13.3 When determining the program of any works, the Service Provider must consider environmental conditions, seasonal weather and other relevant conditions that may affect the work risk rating.
- 13.13.4 The Service Provider must ensure that all work complies with recommendations and guidelines provided by the Fire and Rescue NSW (**FRNSW**) and the New South Wales Rural Fire Services (**NSWRFS**) and the Australian Capital Territory Fire and Rescue (**ACTRF**).
- 13.13.5 The Service Provider must manage all fires and ensure that they are reported to the relevant Authorities and the Principal in a timely manner.
- 13.13.6 The Service Provider must ensure all communication systems and protocols comply with recommendations and guidelines provided by FRNSW, NSWRFS, ACTFR and other emergency response authorities.
- 13.13.7 The Service Provider must ensure that all employees and subcontractors are adequately trained in fire prevention and response management.

14 Contamination Management Services

14.1 General

- 14.1.1 The Service Provider must commit all necessary resources and systems to investigate, assess, respond to, manage and monitor Contamination on and from the Relevant Land, including:
- (a) providing notifications (including under clause 13.4 of the General Conditions);
 - (b) performing all Initial Response Works in respect of Contamination in accordance with clause 13.5(a) of the General Conditions;
 - (c) to the extent the Contamination is Default Contamination, performing all Contamination Management Works; and
 - (d) to the extent that Contamination is Modification Contamination, performing all Contamination Management Works (noting that the Service Provider will be responsible for all costs below the threshold identified in the Variations Schedule);
 - (e) monitoring:
 - (i) all Identified Contamination as required by Law and to protect the Environment and the health and safety of people (including any existing programs of monitoring); and
 - (ii) Contamination other than Identified Contamination as required by Law and to protect the Environment and the health and safety of people (other than Contamination Management Works); and
 - (f) where necessary, engaging specialist environmental advisers, professionals and other personnel.

14.2 Contamination and Pollution Register

- 14.2.1 The Service Provider must prepare and maintain a Contamination and Pollution Register during the Term that records in respect of the Relevant Land:
- (a) each instance Contamination of which the Service Provider is or becomes aware from time to time (including Identified Contamination) that is reasonably expected to require Initial Response Works or Contamination Management Works; and
 - (b) any Pollution incident that occurs that is reasonably expected to cause any material environmental harm or require any work to manage, prevent, contain or mitigate the Pollution impacts.
- 14.2.2 The Contamination and Pollution Register must include the following details:
- (a) in respect of Contamination:
 - (i) the location, nature, content and extent of the Contamination;
 - (ii) the details of any Initial Response Works or Contamination Management Works carried out in relation to each instance of Contamination and the results of those works;

- (iii) the details of any notice or disclosure to and any correspondence with any Authority regarding the Contamination, including the issue of any Clean-up Notice in respect to the Contamination; and
 - (iv) the details of any notice or disclosure to and any correspondence with any owner or occupier of any property in the vicinity of the Contamination or Pollution regarding the Contamination; and
 - (b) in respect of Pollution:
 - (i) the location, nature, content and extent of the Pollution;
 - (ii) the details of any works carried out manage, prevent, contain or mitigate the pollution impacts
 - (iii) the details of any notice or disclosure to and any correspondence with any Authority regarding the Pollution, including the issue of any Clean-up Notice in respect to the Pollution; and
 - (iv) the details of any notice or disclosure to and any correspondence with any owner or occupier of any property in the vicinity of the Pollution regarding the Pollution.
- 14.2.3 The Service Provider must prepare the Contamination and Pollution Register and submit it to the Principal's Representative in the first Quarterly Report.
- 14.2.4 The Service Provider must review and update the Contamination and Pollution Register on a quarterly basis and provide the updated Contamination and Pollution Register to the Principal's Representative.
- 14.2.5 The Service Provider must provide to the Principal any information held by or on behalf of the Service Provider relating to Contamination of or from the Relevant Land or any Pollution incident on or from the Relevant Land that the Principal may request from time to time.

Notifications to the EPA

- 14.2.6 Without limiting clause 7 or 10 of the General Conditions, if the Service Provider or any of its Associates Contaminate any land and Service Provider is required under any Environmental Law to notify an Authority (including under section 60(1) of the CLM Act), the Service Provider must:
 - (a) give notice to the Authority in accordance with that Environmental Law; and
 - (b) at the same time the Service Provider gives notice to the Authority, provide the Principal's Representative with a copy of that notice.
- 14.2.7 If the Service Provider encounters, disturbs, affects, causes or contributes to any Contamination in relation to Relevant Land that may give rise to an obligation for TfNSW or TAHE to notify an Authority under any Environmental Law (including under section 60(2) of the CLM Act or section 23A of the *Environment Protection Act 1997* (ACT)), the Service Provider must:

- (a) immediately notify the Principal in writing that a notice may be required and identify the relevant Environmental Law;
- (b) if requested by the Principal, prepare (at its cost) and submit to the Principal's Representative a draft notice that addresses:
 - (i) all of the requirements of the relevant Environmental Law for such a notice; and
 - (ii) any other applicable requirements for such a notice,

within 24 hours of such a request;

- (c) if requested by the Principal, prepare any amendments to the draft notice and promptly submit a revised version to the Principal's Representative; and
- (d) if requested by the Principal, submit the notice to the Authority on behalf of the Principal, and provide a copy of the notice, as submitted, to the Principal's Representative.

15 Management of New Level Crossings and Change In Use of a Level Crossing

15.1 General

- 15.1.1 The Service Provider must manage any requests for the installation of new level crossings and/or a change in the status or use of an existing level crossing in accordance with **CRN-P-P002 Procedure for New Level Crossing/Change in Use of a Level Crossing**.
- 15.1.2 The Service Provider must evaluate and make recommendations on approval of changes to baseline configuration of level crossings, taking into account the relevant level crossing Codes and Standards.
- 15.1.3 The Service Provider must ensure that the safety risk, financial risk and all other relevant factors are fully assessed and resolved prior to seeking approval from the Principal's Representative to install, relocate, remove, or change the status or use of a level crossing.
- 15.1.4 The Service Provider must ensure that the integrity and safety of the operational rail network is not compromised along with the safety of all persons using level crossings.

15.2 Reporting

- 15.2.1 The Service Provider must report on implementation of the Level Crossing Management Plan provided as part of the Monthly Report.
- 15.2.2 The Service Provider must maintain and administer all documents to include changes relating to level crossings, including electronic storage in the property management system and GIS.
- 15.2.3 The Service Provider must provide the Principal with original hard copies of all executed hard copy agreements executed by the 3rd party which will be counter signed by the Principal.
- 15.2.4 The Service Provider must ensure all necessary Approvals (including any required licenses and documentation) are executed and in place prior to any installation or change of use of any level crossings.

15.3 Manage New Level Crossings & Change in Use

- 15.3.1 The Service Provider is to ensure compliance with the Principal's **CRN-P-P002 Procedure for New Level Crossing/Change in Use of a Level Crossing**.
- 15.3.2 The Service Provider and the Principal will agree upon a process for managing all level crossing requests with an emphasis on installations with greatest potential to impact on the safe operation of the rail network or, failing agreement within the time required by the Principal, the Principal's Representative may determine the relevant process that must be followed by the Service Provider.

- 15.3.3 The Service Provider is to arrange any configuration change management (as required) in respect of any installation or change in use of any level crossing.
- 15.3.4 The Service Provider must manage all aspects of the level crossing process including:
- (a) ensuring all required Approvals have been applied for and obtained (including those Approvals set out in the process referred to in section 15.3.2); and
 - (b) ensuring all certification required to be obtained under any Laws and Codes and Standards are obtained from the Principal following completion of the part of the Services, and details of such certifications are appropriately recorded.
- 15.3.5 Without limiting clause 19 of the General Conditions, the Service Provider must procure the required insurance policies, and provide evidence of such policies (including by providing copies of the certificates of currency) to the Principal in accordance with the terms of the Deed.

15.4 Renewal of Agreements

- 15.4.1 The Service Provider must:
- (a) renew agreements when they fall due and in accordance with **CRN-P-P009 Procedure for Leases and Licenses**;
 - (b) exercise options, variations and assignments in accordance with agreements, internal stakeholder clearance requirements, and following approval from the Principal; and
 - (c) obtain and instruct legal services (as required) following approval from the Principal.
- 15.4.2 The Service Provider must, following the removal of an installation:
- (a) provide recommendation to the Principal regarding removal options;
 - (b) provide information to the Principal on the opportunities and costs relating to those recommendations;
 - (c) recover statutory charges where applicable;
 - (d) reconcile and update the property management system, GIS, and Asset Management database;
 - (e) where required, assist the Principal to obtain quotes for legal services and instruct solicitors to prepare necessary documentation; and
 - (f) manage removal / expiry / termination to ensure compliance with the terms of the relevant agreement and in accordance with the procedure referred to in section 15.4.1(a).
- 15.4.3 The Service Provider must provide a monthly report to the Principal (in such a reporting format as agreed by the Principal in writing) setting out details on all existing, new and changing level crossing activities.

16 Level Crossing Closure Services

16.1 Closure of 50 Level Crossings

16.1.1 The requirement within this section is for the Service Provider to close 50 passive level crossings and includes:

- (a) all activities, services and works required by this section 16.1; and
- (b) all activities and work and supply of all materials and labour necessary for the carrying out of the closure of 50 level crossings, whether or not they are expressly mentioned in this section 16.1, including those which arise out of, or in any way in connection with, any change, or which otherwise should reasonably have been anticipated or inferred by a reasonably competent and experienced service provider at the date of the Deed as being necessary or desirable for the carrying out of the closure of 50 level crossings had such service provider inspected:
 - (i) all information made available by or on behalf of the Principal to the Service Provider or any Related Body Corporate of the Service Provider for the purpose of tendering, or otherwise in connection with the Deed, including the Information Documents;
 - (ii) all documents forming part of the Deed; and
 - (iii) all information relevant to risk allocation under the Deed which is reasonably obtainable by the making of reasonable enquiries.

16.2 Management of Level Crossings Closures

16.2.1 The Service Provider must perform the Level Crossing Closure Services in accordance with **CRN-P-P010 Procedure for Closure of Level Crossing and Overbridges** and all relevant Laws. For the avoidance of doubt, this includes the relevant provisions of the RSNL, the *Transport Administration Act 1988 (NSW) (TAA)*, and the *Public Works and Procurement Act 1912 (NSW)*.

16.2.2 The Service Provider must ensure that all works to close level crossings and bridges undertaken as part of the Level Crossing Closure Services are planned and executed in a safe manner.

16.2.3 The Minister's consent is required prior to closure of level crossings and bridges pursuant to the TAA.

16.2.4 The Service Provider must report on the implementation of the Level Crossing Closure Plan as part of its Monthly Report.

16.2.5 In performing the Level Crossing Closure Services the Service Provider is to ensure the safety of the CRN Operational Network is not compromised.

16.3 Level Crossing Closure Plan

16.3.1 The Service Provider must develop, implement, update and maintain a Level Crossing Closure Plan in accordance with the **CRN-P-P010 Procedure for Closure of Level Crossings and Overbridges** referred to in the TfNSW Procedures which

describes how the Service Provider will meet the requirements specified in this section 16 to carry out the Level Crossing Closure Services.

- 16.3.2 The Service Provider must submit an updated Level Crossing Closure Plan to the Principal's Representative:
- (a) annually by the date specified for that relevant Contract Year in the Scope of Works Deliverables Schedule; and
 - (b) at any other time requested by the Principal's Representative.

16.4 Level Crossing Closure Process

- 16.4.1 The Service Provider must manage the closure of all level crossings in accordance with the **CRN-P-P010 Procedure for Closure of Level Crossings and Overbridges** as referred to in TfNSW Procedures.
- 16.4.2 The Service Provider must agree to a process with the Principal's Representative (or, failing agreement, the Principal's Representative will determine a process which the Service Provider must comply with) to manage all level crossing closure requests with an emphasis on those closures with the greatest potential to minimise risk to the safe operation of the CRN Operational Network while ensuring that a suitable alternative practical means of access exists. In considering which level crossing should be closed, the Service Provider must:
- (a) ensure that access to individual parcels of land will not be restricted as a result of the level crossing closure. If the land has been subdivided (consolidated) post the construction of the relevant rail line there may not be a requirement on the Principal to continue to provide access;
 - (b) confirm whether the level crossing is an accommodation crossing or a licensed crossing in accordance with **CRN-P-P010 Procedure for Closure of Level Crossings and Overbridges** and whether there are any other rights in relation to the level crossing;
 - (c) identify the cost and scope of works required with respect to the proposed closure; and
 - (d) confirm the adjoining landowner details.
- 16.4.3 Prior to the closure of each level crossing, the Service Provider is to provide the Principal's Representative for approval a comprehensive brief outlining the proposed level crossing closure. The approval brief must contain the following information:
- (a) location of the level crossing including the rail line and railway kilometers;
 - (b) asset management database or asset identification number;
 - (c) the reason the Service Provider is proposing the level crossing closure;
 - (d) confirming whether the level crossing is an accommodation crossing or a licensed crossing in accordance with **CRN-P-P010 Procedure for Closure of Level Crossings and Overbridges** as referred to in TfNSW Procedures and whether there are any other rights in relation to the level crossing plan which clearly identifies the adjoining landowner details and land titles (if a private crossing);
 - (e) adjoining landowner details (if private crossing);
 - (f) adjoining land title details;

- (g) alternative legal access to land serviced by the level crossing closure;
- (h) certificates of title (to confirm the current landowner/s);
- (i) a copy of the working plan;
- (j) a copy and/or status of any relevant agreement/s with the current or former landowner/s (e.g. level crossing or bridge agreement or interface agreement etc.);
- (k) any relevant correspondence exchanged between the current landowner (if applicable);
- (l) any potential issues which may arise as a result of the level crossing closure that may expose the Principal to the risk of legal action being taken by current and adjoining landowners;
- (m) details of any conditions of consent (in relation to the development application) if the land was subdivided post the construction of the rail line;
- (n) all options for closure documented and analysed;
- (o) recommended course of action based on factual information and options analysis, including whether the removal of the crossing would constitute an Adjustment Event under the General Conditions;
- (p) whether a deed of agreement and release is proposed to be entered into, and if so, the proposed terms and compensation to be paid (if any); and
- (q) any other relevant information.

16.4.4 The Service Provider is to arrange any configuration change management (as required).

16.4.5 The Principal's Representative will deal with all enquiries from Authorities and other interested parties as they relate to the Level Crossing Closure Services.

16.4.6 The Service Provider must manage any road closures required to carry out the Level Crossing Closure Services and coordinate any activities with the relevant road authority.

16.4.7 Once the Ministers approve the formal closure of a level crossing the Service Provider must carry out the works to remove the level crossing.

16.5 Reporting

16.5.1 The Service Provider must report on the implementation of the Level Crossing Closure Plan as part of the Monthly Report.

16.5.2 The Service Provider must maintain and administer all property related documents and records, in the property management system, as well as all level crossing closure related documents.

16.5.3 The Service Provider must ensure that all registers, including GIS and the Asset Management System, have been updated to reflect to closure of a level crossing.

16.5.4 The Service Provider is to ensure that all necessary Approvals (including all necessary licenses and documentation) are executed and in place prior to the closure of a level crossing.

- 16.5.5 The Service Provider must prepare all required documentation relating to level crossing closures to support a submission to the Minister for Transport and Infrastructure as required under the TAA.

17 Management of Lessor Works

17.1 General

- 17.1.1 The Service Provider must manage access to the ARTC Network in accordance with the **CRN-P-P012 Procedure for Lessor Works (TfNSW, ARTC and the SP)**. Minor amendments to this procedure may be required to satisfy any ARTC requirements that are beyond the Principal's control.
- 17.1.2 The Principal owns land and assets on both the CRN and the ARTC Network. The ARTC Network is leased to ARTC from the Principal for a term of sixty years. ARTC has effective management and control of the ARTC Network, including land and assets owned by the Principal, but excluding any CRN Assets.
- 17.1.3 Some of the CRN Assets (including, for example, public road overbridges) are located on the ARTC Network. In accordance with the requirements of the Deed, the Service Provider will be required to access the ARTC Network to maintain, upgrade and replace CRN Assets.

17.2 Operating Environment

- 17.2.1 The Service Provider must ensure that, in managing the Lessor Works:
- the integrity and safety of the operational rail network is not compromised; and
 - the terms and conditions of the ARTC Lease are complied with.

17.3 Access

- 17.3.1 The Service Provider must manage all aspects of the Lessor Works process, including:
- ensuring access is available to the ARTC Network to carry out required works forming part of the Services;
 - arranging for any required configuration change management;
 - managing all proposed Lessor Works appropriately and in accordance with applicable Standards and Codes, policies and procedures, and the requirements of the ARTC Lease;
 - ensuring that all required Approvals (including those required to be obtained from the Principal and the ARTC) have been obtained;
 - ensuring all certification required to be obtained under any Laws and Standards and Codes are obtained from the Principal following completion of the part of the Services, and details of such certifications are appropriately recorded; and
 - ensuring that photographs and any required reports are taken and obtained (as appropriate), evidencing the condition of the site upon which the Lessor Works are carried out on prior to the Service Provider carrying out those Lessor Works.

18 Management of Third Party Works

18.1 General

- 18.1.1 Third Parties (including any utility service providers, rail freight operators, relevant road authorities, local and municipal councils, and the general public) may require access across, under or over the CRN Land and CRN Assets during the Term. The Service Provider must manage Third Party Works and requests from such Third Parties for access to the rail Corridor in accordance with **CRN-P-P011 Procedure for Third Party Works Access & Activity**.
- 18.1.2 The Service Provider must ensure that there is a licence agreement, Master Access Deed (**MADs**) or other agreement entered into between the Principal and the relevant Third Party in respect of all Third Party Works prior to the commencement of any Third Party Works.

18.2 Third Party Works Management Plan

- 18.2.1 The Services Provider must develop, implement, update and maintain a Third Party Works Management Plan to manage Third Party Works. The Third Party Works Management Plan must:
- (a) detail opportunities for the Service Provider to maximise the commercial value of Third Party access to CRN Assets taking into account all relevant Laws (including any applicable WHS Laws and Environmental Laws), ASA Requirements and all relevant Standards and Codes;
 - (b) minimise risk and costs to the Principal in relation to Third Party Works;
 - (c) provide an implementation plan to renew or otherwise enter into new agreements for those Third Party agreements that have expired (or are expiring during the Term), or are being held over based on an assessment of the risk and value to the Principal in doing so; and
 - (d) provide any other recommendations to optimise the management of Third Parties and Third Party Works to the Principal's Representative that are necessary to minimise the Principal's exposure to risk as a result of Third Party Works.
- 18.2.2 The Service Provider must report on the implementation of the Third Party Works Management Plan as part of its Monthly Reports.

18.3 Managing Third Party Access to the CRN Assets

- 18.3.1 The Service Provider must undertake the following functions in managing Third Party access to the CRN Assets:
- (a) ensuring the integrity and safety of the operational rail network;
 - (b) maintaining and administering all documents relating to the Third Party Works (including any such documents retained in electronic storage in the property management system and GIS);

- (c) providing the Principal with original and hard copies of executed agreements entered into with Third Parties;
- (d) maintaining and administering a Third Party Works register, containing particulars of all new and existing installations held by the Principal and to be provided to the Principal annually, on each anniversary of the Services Commencement Date and as otherwise requested by the Principal;
- (e) providing a system to receive, action and monitor requests from Third Party Works applications;
- (f) resolving (and, if required escalating) any issues brought about by the Third Party Works, including after-hours service as may be required by any Third Party, and interacting with the Principal (and seeking the assistance of the Principal's Representative, if required) to resolve issues associated with such Third Party Works;
- (g) monitoring and tracking issues to completion of the Third Party Works, including following up with applicants;
- (h) recording details of issues, resolutions and applicant satisfaction;
- (i) providing access for Third Parties to rail infrastructure and CRN Land to meet essential rail; and operational requirements as required by the Principal; and
- (j) agreeing with the Principal's Representative on a schedule for inspections and audits of all Third Party Works, with an emphasis on the Third Party Works with the greatest potential to impact the safe operation of the rail network.

18.4 Manage Third Party Works

18.4.1 The Service Provider must undertake the following functions in managing the Third Party Works:

- (a) managing all requests from Third Parties for access to the CRN Assets, in accordance with the Third Party Works Management Plan;
- (b) ensuring the design provided to it by the relevant Third Parties as part of the Third Party Works complies with all relevant Codes and Standards, to ensure the safety and integrity of the CRN Operational Network is not compromised;
- (c) ensuring that all proposed Third Party Works are managed appropriately, and in accordance with the Principal's procedures at Appendix A;
- (d) ensuring all required Approvals (including any such Approvals that are to be procured from any Authority, including from TfNSW) have been obtained and are in place;
- (e) ensuring all certification required to be obtained by the Third Party or by the Service Provider (as applicable) is obtained from the Principal or other relevant parties (including the Service Provider as the Rail Infrastructure Manager) following the completion of the Third Party Works, and the details of such certification are appropriately recorded;
- (f) if there are existing Third Party Works, ensuring that the Third Party attaches an inventory of such Third Party Works to the licence or MAD (as is applicable), and that such inventory outlines what needs to be removed on decommissioning the Third Party Works, and what make good is required; and
- (g) ensuring that the Third Party provides a dilapidation report which details any dilapidation in the CRN Assets Condition prior to the Third Party carrying out

the Third Party Works, and ensuring that the Third Party provides a copy of this condition report to the Service Provider.

18.4.2 Without limiting section 18.4.1, the Service Provider must:

- (a) upon becoming aware of any proposed Third Party Works involving the creation of Third Party Constructed Enhancement Assets, consider the proposed Third Party Works and determine whether it would be more appropriate (whether based on cost, safety or other considerations) for the Service Provider to carry out those works as part of the Services rather than the Third Party and, if the Service Provider determines that it would be more appropriate for the Service Provider to carry out those works, submit a Variation Impacts Statement under clause 14.3(a) of the General Conditions proposing that the proposed Third Party Works instead be carried out by the Service Provider as a Modification, which Variation Impacts Statement must detail the reasons why the Service Provider has determined that it would be more appropriate for the Service Provider to carry out those works;
- (b) manage all existing licence agreements and MADs for Third Party Works, and ensure that such Third Party Works are in accordance with the terms of the Deed and the relevant procedure;
- (c) review fees and apply increases in accordance with the terms of the Third Party agreement;
- (d) provide evidence of the insurances required to be procured by the Third Parties under their respective Third Party agreements, including by providing any current certificates of currency in respect of such policies;
- (e) where applicable, prepare and issue invoices for fees, outgoings and other recoverable amounts, and submit reports to the Principal's Representative detailing the amount to be invoiced to the Third Party;
- (f) collect and receipt fees and all other payments received from Third Parties;
- (g) bank all monies received at the end of each month, reconcile receipts with fee allocations, provide a report to the Principal's Representative detailing the breakdown of money received and banked, and transfer these monies by way of EFT to the Principal's nominated bank account;
- (h) monitor overdue payments and non-payment by Third Parties, follow up and resolve outstanding payment with the Principal's Representative, and manage all other aspects of debt recovery for outstanding amounts due and payable by Third Parties (including payments in arrears, non-compliance and breach notices, and (if appropriate) engage debt recovery services);
- (i) maintain and administer all bank guarantees, securities and bonds provided under Third Party agreements, and develop a register to track bonds, securities and guarantees should any changes to the Third Party agreement terms trigger a change in the respective amount due to be paid to a Third Party;

- (j) arrange for the return of guarantees, bonds and securities once the Third Party has fulfilled all relevant conditions precedent to the release of the relevant bond, guarantee or security in accordance with the terms of the relevant Third Party agreement (with such release subject to the approval by the Principal's Representative);
- (k) provide advice annually on the appropriateness of all Third Party charges for the Third Party Works, and provide advice on actions taken by the Service Provider in respect of such charges; and
- (l) allow the Third Party to work under the Service Provider's Rail Safety Accreditation.

18.4.3 The Service Provider must, in conducting regular inspections of all CRN Lands and Third Party Works within the CRN Operational Network, determine whether there have been any non-compliances by the Third Party with respect to the relevant provisions under any Laws (including the WHS Law, Environmental Law, and the RSNL), any ASA Requirements, and the terms of any licence agreement or MAD. Where the Service Provider determines that the Third Party has not complied with any such Laws, ASA Requirements or the terms of any licence agreement or MAD, the Service Provider must:

- (a) discuss the non-compliance with the Third Party;
- (b) determine whether the non-compliance can be remedied by the Third Party;
- (c) provide a recommendation to the Principal's Representative in respect of the non-compliance and the Third Party's proposed remediation strategy (if any);
- (d) provide notice to the Third Party to rectify the non-compliance; and
- (e) if required, arrange any configuration change management.

18.5 Renewal of Third Party Agreements, Licences and MADs

18.5.1 The Service Provider must, in managing third party works to the CRN Assets:

- (a) negotiate the proposed terms and conditions of Third Party agreements based on pre-approved precedents (as set out in Appendix D or as otherwise provided by the Principal from time to time) with the Third Party, and provide the Principal's Representative with recommendations with respect to the proposed terms and conditions (and if negotiating a renewal of an existing Third Party agreement, making such recommendations on any proposed amendments to the existing Third Party agreement);
- (b) renew existing Third Party agreements when they are due for renewal, and in accordance with **CRN-P-P011 Procedure for Third Party Works Access & Activity**;
- (c) review fees to market and provide evidence of benchmarking to substantiate the proposed fees;

- (d) exercise options, variations and assignments in accordance with agreements, internal stakeholder clearance requirements and following approval from the Principal;
 - (e) if required, obtain legal services in accordance with **CRN-P-P011 Procedure for Third Party Works Access & Activity**; and
 - (f) review Third Party agreements, licences and MADs that are due to expire, and elect to renew or terminate such agreements, licences and MADs in accordance with **CRN-P-P011 Procedure for Third Party Works Access & Activity**.
- 18.5.2 The Service Provider must obtain the Principal's Representative's approval on the final terms of all Third Party agreements. Where the Principal's Representative has approved these final terms, the Service Provider must manage the execution of all Third Party agreements, and arrange for the preparation of all plans, schedules and appendices to the relevant Third Party agreement.
- 18.5.3 Where a Third Party elects to remove the Third Party Works, the Service Provider must manage all aspects of such removal, including:
- (a) providing recommendations to the Principal regarding removal options, opportunities and costs;
 - (b) recovering any applicable fees and charges for any Approvals;
 - (c) reconciling and updating the property management systems and GIS; and
 - (d) managing the relevant removal, expiry / termination.
- 18.5.4 The Service Provider must provide a monthly report to the Principal (in such a format as agreed by the Principal in writing) setting out details of all Third Party Works.

19 Transition Management

19.1 General

19.1.1 Without limiting any provisions under the General Conditions, that component of the Services relating to the Mobilisation Activities and the Transition Out Activities includes:

- (a) all activities, services and works required by this section 19; and
- (b) all activities, work and the supply of all materials necessary for the carrying out of such activities, services and works required by this section 19, the Mobilisation Activities and the Transition Out Activities, whether or not they are expressly mentioned in this section 19, including those which arise out of, or in any way in connection with, any change in the CRN Assets after the date of the Deed or which otherwise should reasonably have been anticipated or inferred by a reasonably competent and experienced service provider at the date of the Deed as being necessary or desirable for the carrying out of such activities, services and works required by this section 19, the Mobilisation Activities and the Transition Out Activities had such service provider inspected:
 - (i) all information made available by or on behalf of the Principal to the Service Provider or any Related Body Corporate of the Service Provider for the purpose of tendering, or otherwise in connection with the Deed, including the Information Documents;
 - (ii) all documents forming part of the Deed;
 - (iii) all information relevant to risk allocation under the Deed which is reasonably obtainable by the making of reasonable enquiries; and
 - (iv) the CRN Assets and their near surrounds.

19.1.2 This section 19 does not limit any provisions under the General Conditions.

19.1.3 The Service Provider must prepare and implement a Mobilisation Plan and Transition Out Plan that includes, as a minimum, the following two key phases:

- (a) the Mobilisation Stage, where the Service Provider will carry out the Mobilisation Activities in accordance with this Deed; and
- (b) the Transition Out period, where the Service Provider will carry out the Transition Out Activities in accordance with this Deed.

19.1.4 The Service Provider must undertake all activities in this section in accordance with the Workforce and Transition Plan including the Organisation Structure/s. The Workforce and Transition Plan must include:

- (a) Organisation Structures for each relevant phase of the Deed (including the Mobilisation Stage, the Term (including Transition Out) and in the event any Option is exercised);
- (b) a description of the key parts of the business as required to meet the relevant sections of this Scope Of Work; and
- (c) detailed sections on how the Mobilisation Activities and Transition Out Activities will be performed by the Service Provider.

19.2 Mobilisation Plan

- 19.2.1 The Service Provider must develop implement, update and maintain the Mobilisation Plan, which addresses the Mobilisation Activities required to be undertaken during the Mobilisation Stage, including by achieving each Mobilisation Milestone by the relevant Mobilisation Milestone Date.
- 19.2.2 The Mobilisation Plan must include the following:
- (a) the processes the Service Provider will implement to ensure that safety is maintained at levels current at the date of the Deed for all aspects of railway operations and maintenance activities that comprises the Services;
 - (b) the processes the Service Provider will implement to ensure that it achieves and maintains Rail Safety Accreditation for the CRN;
 - (c) formation of a mobilisation management team;
 - (d) key stages in the mobilisation, including the Mobilisation Milestone Dates (including in relation to the Proposed Mobilisation Date);
 - (e) key milestones such as conducting risk workshops, achieving Accreditation and executing any Safety Interface Agreements; and
 - (f) any other requirements of this Deed.

19.3 Mobilisation management team

- 19.3.1 The Service Provider must provide an organisation chart as part of the Mobilisation Plan, setting out the Service Provider's proposed team structure for the management of the Mobilisation Activities.
- 19.3.2 The Service Provider must ensure that it completes (and ensures that its employees and Subcontractors complete and receive) all necessary training, including training in relevant information systems and any other systems or processes nominated in the Mobilisation Plan.
- 19.3.3 The Mobilisation Plan must include a scheduled program indicating the Mobilisation Milestones and Mobilisation Milestone Dates.
- 19.3.4 The Mobilisation Plan scheduled program must be represented graphically, and may include:
- (a) a one-page, high-level graphical representation of the overall program; and
 - (b) a detailed program in a recognised project scheduling software package indicating individual mobilisation tasks and persons responsible for ensuring that these mobilisation tasks are completed.

19.4 Key tasks during Mobilisation Stage

- 19.4.1 Without limiting the definition of 'Conditions Precedent (Services Commencement)' under the General Conditions, the Service Provider must attain all necessary safety and other accreditation(s) (including the Rail Safety Accreditation) and compliance with other relevant Laws, and Standards and Codes during the Mobilisation Stage (and within such other time period as notified to the Service Provider by the Principal's Representative).

19.4.2 During the Mobilisation Stage, the Service Provider must:

- (a) prepare documentation that demonstrates the Service Provider's compliance with the TfNSW Asset Handover Plan;
- (b) conduct two risk management studies for the full scope of the mobilisation;
- (c) effectively manage relationships with all relevant stakeholders;
- (d) develop all necessary agreements with stakeholders identified by the Principal's Representative and notified to the Service Provider, including the persons specified below, or the persons providing the services across the CRN specified below:
 - (i) safety, including Safety Interface Agreements;
 - (ii) the workforce and Dedicated Employees that are currently engaged by the Previous Service Provider that may be carried over by the Service Provider;
 - (iii) any suppliers of Plant and Equipment;
 - (iv) any subcontractors (whether engaged by the Previous Service Provider, or to be engaged by the Service Provider);
 - (v) Systems and intellectual property;
 - (vi) operations;
 - (vii) rail infrastructure maintenance; and
 - (viii) CRN Property Assets (including arranging for any required access to CRN Assets over land the subject of the ARTC Lease);
- (e) develop and deliver all necessary training programs required to its employees, Dedicated Employees and any Subcontractors, to ensure that the competency and capacity of the Service Provider's employees, Dedicated Employees and Subcontractors are adequate to undertake the Services detailed in this Scope of Works;
- (f) where possible, test mobilisation arrangements prior to the actual introduction of such mobilisation arrangements;
- (g) work with the Previous Service Provider to manage transition issues that may arise prior to or at the Services Commencement Date including any active investigations or audits; and
- (h) provide a weekly mobilisation issues log to the Principal, setting out details of any mobilisation issues.

19.5 Risk Study

19.5.1 During the Mobilisation Stage, the Service Provider must conduct two formal risk studies, which must include:

- (a) a workshop attended by personnel from both the Principal and the Service Provider;
- (b) workshop facilitation by an independent expert proficient in risk identification and mitigation processes; and
- (c) generation of a report outlining the risk study findings and strategies to manage and minimise the risk and hazards.

19.5.2 The Service Provider must record, monitor and control any risks identified during the risk study process in the risk register.

- 19.5.3 Following the Mobilisation Stage, the Service Provider must conduct a post-implementation review to confirm that the mobilisation is complete and that any outstanding risks, issues, and control actions are addressed.

19.6 Handover Package

- 19.6.1 The Service Provider must, as soon as practicable (and in any event, within six months) after the Services Commencement Date, prepare and maintain a handover package based on:

- (a) applicable Standards and Codes;
- (b) applicable TfNSW Procedures;
- (c) documents set out or referred to in Appendix G;
- (d) Information Documents; and
- (e) all Scope of Works Deliverables either included in Appendix C or otherwise delivered prior to the expiry of the Term,

each as updated and amended (as applicable) throughout the Term, to ensure continuity of the Services can be maintained in the event that the Principal (or an Interim Service Provider or Successor Service Provider) is required to step in and take over responsibility for carrying out the Services.

- 19.6.2 The Service Provider must ensure that the Principal and any Interim Service Provider or Successor Service Provider has access to all licences, intellectual property, copyrights, specialised tools, long lead items and any other relevant Assets or elements that may be required as part of the handover package.

19.7 Transition Out Plan

- 19.7.1 The Service Provider must develop, implement, update and maintain the Transition Out Plan to provide for the seamless transition to the Successor Service Provider that addresses all possible scenarios contemplated by the General Conditions in which the Service Provider's engagement may be terminated (including the expiration of the Term and any earlier termination of the Deed).

- 19.7.2 The Transition Out Plan must address, at a high level:

- (a) the Transition Out Activities to be undertaken by the Service Provider prior to the Termination Date and during the period of transition of responsibility for the Services from the Service Provider to the Successor Service Provider; and
- (b) the processes to be undertaken by the Service Provider, to ensure that safety will be maintained at levels current at the date of the Deed for all aspects of railway operations and maintenance activities that comprise the Services, and will address the same processes and tasks as those applicable to the Mobilisation Plan.

- 19.7.3 The Service Provider's Transition Out Plan must include details of the:

- (a) Transition Out Activities, including the Service Provider's processes and management of these activities;

- (b) documents, processes, spare parts stock required to manage the Transition Out Activities;
- (c) availability of the Service Provider to ensure a smooth and efficient transition;
- (d) Service Provider's organisation chart during the Transition Out Activities;
- (e) Service Provider's handover package and operational readiness of the CRN Assets;
- (f) stakeholder engagement, documentation, training, information and asset transfer processes;
- (g) key people (including any Key Personnel, Dedicated Employees, Subcontractors and employees of any such Subcontractors) and succession planning for the Services and the CRN; and
- (h) impact on the other plans prepared and submitted by the Service Provider under the Deed.

19.7.4 The Transition Out Plan will be managed by the Service Provider in such a manner so that the Service Provider may update the Transition Out Plan promptly and at any time during the Term following a request by the Principal.

19.7.5 The Service Provider must ensure that the Transition Out Plan is updated frequently, in order to meet all operational readiness requirements.

20 Heritage Management

20.1 General

- 20.1.1 The Service Provider shall comply with Laws related to heritage, including the following:
- (a) the *Environment Protection and Biodiversity Conservation Act 1999* (Cth);
 - (b) the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);
 - (c) the *Protection of Movable Cultural Heritage Act 1986* (Cth);
 - (d) the *Native Title Act 1993* (Cth);
 - (e) the NSW Heritage Act;
 - (f) the ACT Heritage Act;
 - (g) the *National Parks and Wildlife Act 1974* (NSW); and
 - (h) the *Aboriginal Land Rights Act 1983* (NSW).
- 20.1.2 The Service Provider must ensure that it stays abreast of, and in compliance with, Changes in Law.
- 20.1.3 The Service Provider must perform all activities, services and works relating to heritage, including those required by clause 11.3 of the General Conditions regarding Listing Notices.

20.2 Management of Property and Infrastructure Related Heritage Issues

Heritage and Conservation Register

- 20.2.1 The Service Provider must establish and keep a Heritage and Conservation Register on behalf of the Principal detailing all CRN Assets that are items within the meaning of section 170(4) of the NSW Heritage Act.
- 20.2.2 The Service Provider must:
- (a) provide a copy of the Heritage and Conservation Register to the Principal within 60 Business Days of the Services Commencement Date;
 - (b) review and, if necessary, amend the Heritage and Conservation Register at least once per calendar year to ensure it meets the requirements of section 170 and 170A of the NSW Heritage Act;
 - (c) provide a copy of the Heritage and Conservation Register to the Principal each time it is amended; and
 - (d) if requested by the Principal, provide a copy of the Heritage and Conservation Register to the NSW Heritage Council.
- 20.2.3 The Service Provider must not:
- (a) remove any item from the Heritage and Conservation Register;
 - (b) purport to transfer ownership of an item on the Heritage and Conservation Register; or
 - (c) demolish any place, building or work entered in the Heritage and Conservation Register,
- without the Principal's prior written consent.

Heritage Services

- 20.2.4 The Service Provider is to maintain and administer, including electronic storage in the GIS, Asset Management Database all Heritage related documents in accordance with the Principal's recording process. The Service Provider is to align and apply management of the Principal's Heritage Assets consistent with the following: Principal's Heritage Asset Management Strategy and the Burra Charter <http://australia.icomos.org/wp-content/uploads/The-Burra-Charter-2013-Adopted-31.10.2013.pdf>.
- 20.2.5 The Service Provider is to provide a facility to receive action and monitor all activities relating to the preservation, maintenance and removal of heritage assets.
- 20.2.6 The Service Provider is to resolve, or escalate issues to the Principal if required, in order to resolve heritage issues.
- 20.2.7 The Service Provider is to monitor and track issues to completion including following up with the relevant Authority and rail asset teams as required.
- 20.2.8 The Service Provider is to record details of issues, resolutions and OEH determinations from any relevant Authority.
- 20.2.9 The Service Provider will conduct regular inspections of all heritage assets in accordance with the schedule for inspections to determine whether there is any non-compliance with the relevant Laws (including Environmental Laws) in order to ascertain if there are any maintenance or preservation works required.
- 20.2.10 The Service Provider will ensure that all maintenance and preservation works are managed appropriately and in accordance with **CRN-P-P006 Procedure for Heritage** and all Laws.
- 20.2.11 The Service Provider will, in consultation with the Principal, deal with all enquiries from Authorities and other interested parties as they relate the Principal's heritage assets.
- 20.2.12 Where there is a breach of, or Non-Compliance in respect of, any relevant legal requirement or Environmental Law relating to heritage, the Service Provider must consult with the Principal and, if requested by the Principal:
- (a) except to the extent the Service Provider is required to provide a Failure Report and a Rectification Plan in accordance with the KPI Schedule, clearly identify the breach or Non-Compliance and prepare a draft action plan to address the issue;
 - (b) ascertain whether the breach or Non-Compliance can be remedied;
 - (c) provide a recommendation to the Principal in respect of the breach or Non-Compliance;
 - (d) do all works necessary to remedy the breach or Non-Compliance in accordance with:
 - (i) any direction under clause 5.5 of the General Conditions;
 - (ii) to the extent subparagraph (d)(i) does not apply, the relevant Rectification Plan prepared in accordance with the KPI Schedule; or

- (iii) to the extent subparagraphs (d)(i) and (d)(ii) do not apply, instructions from the Principal; and
- (e) provide notification to the relevant Authorities where applicable and after consultation with the Principal.

20.2.13 The Service Provider is to draft responses to Ministerial directions (as required) and forward to the Principal for approval and release.

20.2.14 The Service Provider is to manage all heritage requirements, which includes, but is not limited to:

- (a) ensuring compliance with all requirements and guidelines established by Heritage Authorities and must demonstrate sensitivity to local stakeholder groups when dealing with heritage issues;
- (b) ensuring heritage listed assets are managed in accordance with **CRN-P-P006 Procedure for Heritage;**
- (c) management, on the Principal's behalf, all applications for financial incentives that may be applicable, and must notify the Principal of funding details if applications are granted; and
- (d) management of the funds and works that may be applicable under NSW and Commonwealth heritage incentive schemes that are made available from time to time.

20.2.15 The Service Provider is to ensure that maintenance works of heritage assets address:

- (a) structural issues that have timber or reactive clays;
- (b) suitability and use of new materials;
- (c) stone selection, cleaning and repair;
- (d) timber repairs and impact of termites;
- (e) historic flooring, including commonly used heritage material such as fabric and timber; and
- (f) roofing repairs and replacements.

20.2.16 The Service Provider is to ensure all its Associates, processes and materials are suitable for heritage asset work.

20.2.17 The Service Provider is to manage all development processes that may be required to manage heritage works. Approval must be gained from the relevant Heritage Authority when making changes to a heritage place listed on the relevant Heritage Register or covered by an interim heritage order.

20.2.18 The Service Provider is to ensure heritage material recycling, usage, and disposal activities are managed according to the Principal's requirements and the requirements of any relevant Heritage Authority and take into account stakeholder wishes where relevant and where feasible.

20.2.19 The Service Provider is to consult with the Principal in relation to any potentially contentious heritage issues prior to action. The Service Provider must provide a monthly report to the Principal, in an agreed format, which outlines all the heritage activities performed over the previous month which is to be included in the Monthly Report.

20.2.20 Prior approval must be sought from the Principal prior to the engagement of a heritage consultant by the Service Provider.

20.2.21 Upon request by the Principal, the Service Provider must arrange for an independent audit by an Independent Auditor of the CRN Assets, or part of the CRN Assets (as determined by the Principal), to assess the level of compliance with applicable heritage Laws, which may include a review of the Heritage and Conservation Register. The Service Provider must make available the auditor's report to the Principal's Representative promptly following receipt.

20.3 Areas of Archaeological Significance

20.3.1 The Service Provider must report any archaeological relics found during the performance of Services to the relevant Authority. The Principal's Representative must be notified as soon as possible.

20.3.2 The Service Provider must manage the Services to ensure that archaeological findings are protected, and must engage suitable and qualified consultants to report on the findings and liaise with the relevant Authorities.

20.3.3 The Service Provider must obtain all necessary Approvals before excavating any land on the CRN where an archaeological relic may be affected.

20.4 Aboriginal Heritage Management

20.4.1 Prior to performing any ground disturbing works or other works that may impact an Aboriginal Heritage Item, the Service Provider must conduct an Aboriginal cultural heritage assessment of the area in accordance with:

- (a) all applicable laws relating to Aboriginal heritage;
- (b) where operating in NSW, the Due Diligence Code of Practice ; and
- (c) the Heritage Management Plan.

20.4.2 If while performing the assessment, or at any other time when performing the Services, the Service Provider encounters an item that may be an Aboriginal Heritage Item it must:

- (a) leave the item in the position that it was encountered and take all necessary actions to protect the item until further assessment can be made (including where necessary fencing off the area around the item and ensuring that no employees or Subcontractors enter or interfere with the fenced area);
- (b) immediately notify:
 - (i) the Principal's Representative; and
 - (ii) the New South Wales Department of Planning, Industry and Environment or the Australian Capital Territory Environment, Planning and Sustainable Development Directorate (as applicable);that the item has been encountered;

- (c) comply with any direction given by the New South Wales Department of Planning, Industry and Environment or the Australian Capital Territory Environment, Planning and Sustainable Development Directorate (as applicable) in respect of the item;
 - (d) comply with all notification obligations under the NPW Act or the ACT Heritage Act (as applicable); and
 - (e) where required, apply for an Aboriginal Heritage Impact Permit.
- 20.4.3 The Service Provider must ensure that suitably qualified and experienced staff are engaged to carry out any site assessment, work to identify Aboriginal Items, monitoring work or community consultation and coordination in relation to Aboriginal heritage issues.
- 20.4.4 The Service Provider must maintain fences around an Aboriginal Heritage Item where this is required by an Aboriginal Heritage Impact Permit.
- 20.4.5 Aboriginal Heritage Items will not become the property of the Service Provider.
- 20.4.6 Where required to comply with the conditions of an Aboriginal Heritage Impact Permit, the Service Provider must permit and allow, and ensure that its Subcontractors permit and allow, relevant persons to watch or examine any excavation work on a site.

20.5 Heritage Management Plan

- 20.5.1 The Service Provider must prepare and submit to the Principal's Representative a Heritage Management Plan.
- 20.5.2 The Heritage Management Plan must at least contain the following components:
- (a) details of systems, processes and people required to manage issues of cultural and heritage significance,
 - (b) a documented review process; and
 - (c) a process of continual improvement.

21 Asset Disposal

21.1 The Service Provider:

21.1.1 must (if directed by the Principal's Representative from time to time during the Term) dispose of all or any of the items listed in **Appendix L** for the Principal in accordance with the following procedure and any other NSW Government policies, procedures, guidelines and directions:

- (a) the Service Provider must issue a proposal in relation to the sale of the relevant assets (**Asset Disposal Proposal**) to the Principal's Representative for its review and approval, which proposal must identify:
 - (i) the proposed method of sale, which may include the Service Provider either itself conducting or procuring a third party to conduct a public auction for the sale of those items (as agent for the Principal); and
 - (ii) any processes and restrictions that will apply in relation to the sale;
- (b) the Principal's Representative may require the Service Provider to amend the Asset Disposal Proposal, including to incorporate requirements that the Service Provider:
 - (i) not sell any item for a price, or on other terms and conditions, which are not approved by the Principal's Representative in writing; or
 - (ii) comply with policies and procedures notified by the Principal's Representative in writing;
- (c) once the Asset Disposal Proposal is approved by the Principal's Representative, the Service Provider must:
 - (i) comply with the approved Asset Disposal Proposal;
 - (ii) without limiting section 21.1.1(c)(i), use its best endeavours to sell the relevant items using that method of sale and take all reasonable steps to ensure that the proceeds of sale are maximised;
 - (iii) not sell any item for a price, or on other terms and conditions, which are not approved by the Principal's Representative in writing; and
 - (iv) comply with policies and procedures notified by the Principal's Representative in writing; and
- (d) the Service Provider will be entitled to retain that part of the proceeds of sale that are necessary to cover the reasonable and necessary costs incurred by the Service Provider in disposing of the items in accordance with the approved method of sale and the remainder will become a debt due and promptly payable by the Service Provider to the Principal; and

21.1.2 the Service Provider will not be entitled to make, and the Principal will not be liable for, any Claim arising out of, or in any way in connection with, the Service Provider's obligations under this section 21, except as expressly provided by section 21.1.1(d).

Appendix A - TfNSW Procedures

Appendix A comprises the documents listed below, which the Service Provider acknowledges and agrees were provided to the Service Provider by the Principal on or about the date of the Deed via the hard drive labelled "Hard Drive - CRN Operations and Maintenance Deed" in the subfolder on that hard drive labelled "Scope of Works – Appendix A".

TfNSW Procedures:

Procedure No.	Procedure Name
CRN-C-P001	Procedure for Third Party Network Proposals
CRN-C-P002	Procedure for Access Charge Approval
CRN-C-P003	Third Party Access Agreements
CRN-C-P007	Procedure for Revenue Collection
CRN-E-P004	Procedure for Changes to Engineering Standards
CRN-E-P006	Procedure for Notification of Incidents & Investigations
CRN-O-P002	Procedure for Changes to Operations Standards
CRN-O-P003	Procedure for Management of Customer Access Agreements
CRN-P-P002	Procedure for New Level Crossing/ Change in Use of a Level Crossing
CRN-P-P003	Procedure for Town Planning and Development Applications
CRN-P-P005	Procedure for Land Contamination
CRN-P-P006	Procedure for Heritage
CRN-P-P008	Procedure for Divestment of CRN Property
CRN-P-P009	Procedure for Leases and Licences
CRN-P-P010	Procedure for Closure of Level Crossings and Overbridges
CRN-P-P011	Procedure for Third Party Works Access & Activity
CRN-P-P012	Procedure for Lessor Works (TfNSW, ARTC & the SP)
CRN-P-P013	Procedure for Acquisition of Land
CRN-S-P001	Procedure for Incident and Failure Notification
CRN-S-P002	Procedure for Media Management
CRN-S-P003	Procedure for Management of Track Codes

TfNSW Policies:

Policy No.	Policy Name
	TfNSW Asset Framework Overview
	TfNSW Asset Management Reporting Standard
	TfNSW Asset Management Plan Standard
	TfNSW Asset Handover Standard
	TfNSW Enterprise Risk Management Policy
	TfNSW Procurement Policy Framework
	TfNSW Technical Maintenance Plans
	TfNSW Transportal GIS Management
	TfNSW Transportal GIS User Acceptance Testing
	TfNSW Management of Asset Information

Appendix B - Standards and Codes

Appendix B comprises the documents listed below, which the Service Provider acknowledges and agrees were provided to the Service Provider by the Principal on or about the date of the Deed via the hard drive labelled "Hard Drive - CRN Operations and Maintenance Deed" in the subfolder on that hard drive labelled "Scope of Works – Appendix B".

TITLE	Ref No	Version	Issue Date
Signalling Construction Specifications			
Traction Return, Track Insulation and Bonding	CRN SC 002	1.1	1/08/2015
Signalling Power Systems	CRN SC 003	1.3	9/11/2017
Lightening and Surge Protection Requirements	CRN SC 004	1.1	1/07/2016
Signalling Electronic Systems Verification	CRN SC 005	1.1	1/07/2016
Signalling Documentation and Drawings	CRN SC 006	1.1	1/07/2016
Inspection and Testing - Roles, Responsibilities and Authorities	CRN SC 007	1.1	1/07/2016
Inspection and Testing - Plans, Programs, Documentation and Packages	CRN SC 008	1.1	13/09/2016
Inspection and Testing Signalling - Inspection and Testing Principles	CRN SC 009	1.1	9/05/2016
Inspection and Testing Signalling - Inspection and Testing Procedures	CRN SC 010	1.1	9/05/2016
Inspection and Testing Signalling - Typical Inspections & Tests for Signalling Apparatus	CRN SC 011	1.1	9/05/2016
Inspection and Testing of New and Altered Signalling Works – Standard Forms	CRN SC 012	1.1	24/10/2016
Inspection and Testing - Interface Requirements and Procedures for Alterations	CRN SC 013	1.1	13/09/2016
Type Approval Requirements for Signalling Systems and Equipment	CRN SC 014	2.0	7/03/2016
Specification – Installation of Trackside Equipment	CRN SC 015	2.0	4/06/2015
Signalling Operator Interface	CRN SC 016	1.1	10/11/2016
Computer Based Interlocking Requirements	CRN SC 017	1.1	13/09/2016
Level Crossing Equipment	CRN SC 018	1.2	15/09/2017

Installation of Equipment Racks and Termination of Cables and Wiring	CRN SC 020	1.1	13/09/2016
Cable Routes and Associated Civil Works	CRN SC 021	2.4	19/12/2017
Small Buildings and Location Cases	CRN SC 022	1.3	1/06/2018
Design of Microlok II Interlockings	CRN SC 023	2.1	1/03/2015
Signalling Equipment Temperature Control Guidelines	CRN SC 025	1.0	8/02/2016
Design of Frauscher FAdC Axle Counters	CRN SC 026	1.4	9/11/2017
Signalling Design, Installation and Construction Guidelines	CRN SC 027	1.3	9/11/2017
Signal Power Supply Adjustment Guidelines	CRN SC 028	1.0	1/07/2016
Signal Design Principles			
Introduction	CRN SD 000	1.1	1/04/2016
Signals	CRN SD 001	2.0	1/05/2018
Headway	CRN SD 002	1.1	1/04/2016
Braking Distance	CRN SD 003	1.1	9/05/2016
Overlaps	CRN SD 004	1.2	1/10/2018
Speed Restrictions	CRN SD 005	1.1	1/04/2016
Noticeboards	CRN SD 006	2.0	1/06/2018
Single Line Sections	CRN SD 007	1.1	1/04/2016
Bi-Directional Signalling	CRN SD 008	1.1	1/04/2016
Time Releases	CRN SD 009	1.1	1/04/2016
Locking Arrangements	CRN SD 010	1.1	1/04/2016
Approach Locking	CRN SD 011	1.1	1/04/2016
Route Holding	CRN SD 012	1.1	1/04/2016

Points	CRN SD 014	1.1	1/04/2016
Controls and Indications	CRN SD 016	1.1	1/04/2016
Track Circuits	CRN SD 017	1.3	1/09/2018
Level Crossings	CRN SD 018	2.2	1/08/2020
Train Order Working	CRN SD 019	2.4	1/05/2018
Warning Lights	CRN SD 020	1.1	1/04/2016
Placing Signals at Stop to Protect a Worksite	CRN SD 021	1.1	1/04/2016
Measurement of Distances on Signalling Plans	CRN SD 022	1.1	1/04/2016
Placement of Yard Limit Boards	CRN SD 023	1.2	11/12/2015
Arrangements of Infrastructure at Signalling to Train Order and Token Area Boundaries	CRN SD 024	1.1	1/04/2016
Rolling Stock Signalling Interface Requirements	CRN SD 026	1.2	1/04/2016
Signalling Control Systems	CRN SD 027	1.0	7/03/2016
Grade Level Crossing Predictors	CRN SD 031	3.0	1/08/2020
Glossary of Signalling Terms	CRN SD 032	1.3	9/11/2017
CRN Level Crossing Strategy	CRN SD 033	1.0	21/07/2017
Signalling Asset Management	CRN SD 034	1.4	9/11/2017
Signalling Setup & Set to Work			
DC Track circuits – Set-up, Test and Certification	CRN SI 001	1.1	1/07/2016
Jeumont-Schneider Impulse Track Circuits – Set-Up, Test and Certification	CRN SI 003	1.1	11/12/2015
AC Single Rail Track Circuits Set-up, Test and Certification	CRN SI 004	1.1	11/12/2015
Signal Safeworking (MANUAL J)			
Manual J – Cover Page and Index	CRN SP 000	1.7	9/02/2017

Introduction to Signalling Maintenance Procedures	CRN SP 001	1.2	9/02/2017
Bridging or False Feeding of Signalling Circuits	CRN SP 002	1.3	1/10/2018
Accidents or Derailments – Action to be Taken	CRN SP 003	1.2	9/02/2017
Failures	CRN SP 004	1.4	1/10/2018
Damage to Signalling Equipment Including Cables	CRN SP 005	1.3	1/05/2019
Release of Track Locking or Indication Locking	CRN SP 006	1.3	1/05/2019
Apparatus Seldom Used	CRN SP 007	2.4	1/07/2019
Booking out and Disconnection of Signalling Equipment	CRN SP 008	1.2	13/03/2017
Testing and Certifying Equipment During Maintenance	CRN SP 010	1.2	13/03/2017
Like for Like Renewals	CRN SP 011	1.2	13/03/2017
Repair and Replacement of Signalling Wires	CRN SP 012	1.2	13/03/2017
Field Paralleling of Signalling Contacts	CRN SP 013	1.2	13/03/2017
Control of Signal Plans and Circuit Books	CRN SP 014	1.2	13/03/2017
Maintenance Responsibilities, Frequencies, Recording	CRN SP 017	1.2	13/03/2017
Minor Signalling Works on Maintenance Areas Involving Installing, Removing or Altering Signalling Equipment	CRN SP 021	1.1	1/08/2015
Testing of Interlockings	CRN SP 022	1.1	1/07/2015
Insulation Inspection and Testing	CRN SP 023	1.1	1/07/2015
Vital Signalling Relays	CRN SP 024	1.1	1/04/2015
Track Circuits	CRN SP 025	1.2	1/07/2015
Rerailing – Precautions to be Taken	CRN SP 026	1.1	1/07/2015
Traction Return (1500V DC)	CRN SP 027	1.1	4/06/2015
Facing Point Lock and Detector Testing - Mechanical	CRN SP 029	1.1	1/08/2015

Facing Point Lock and Detection Testing on Power Operated Points	CRN SP 030	1.1	1/08/2015
Maintenance of Signal Sighting and Signals	CRN SP 031	1.1	4/06/2015
Custody, Storage, Despatch and Use of Staffs and Keys	CRN SP 034	2.1	9/02/2017
Level Crossings	CRN SP 036	1.2	4/06/2015
Microtrax Coded Track Circuits	CRN SP 037	1.1	1/07/2015
Microlok Computer Based Interlocking	CRN SP 038	1.1	1/04/2015
Use of Radios Near Electronic Systems	CRN SP 040	1.1	1/04/2015
Pole Route	CRN SP 041	1.1	1/04/2015
Safety Issues for Signalling Personnel	CRN SP 042	1.1	1/07/2015
Irregularity Inspection and Testing	CRN SP 043	2.3	9/11/2020
Maintenance Management and Supervision Responsibilities	CRN SP 044	1.1	1/07/2015
Surveillance Inspections	CRN SP 045	1.1	4/06/2015
Calibration of Tools and Instruments for Signalling Applications	CRN SP 047	1.1	1/12/2014
Signalling Locations and Equipment, Locks and Keys	CRN SP 048	1.1	1/04/2015
Signal Engineering Waivers	CRN SP 049	1.3	9/02/2017
Axle Counters including Reset Procedures	CRN SP 051	1.1	4/06/2015
Grade Crossing Predictor	CRN SP 052	1.1	1/07/2015
Signalling Maintenance Manuals			
Trackside Monitoring Equipment	CRN SM 001	1.2	1/02/2019
Cerberus Level Crossing Monitor Equipment	CRN SM 002	1.1	13/09/2016
Mechanical Points and Ground Frames	CRN SM 004	1.2	1/02/2019
Claw Lock Mechanism Description and Operation	CRN SM 005	1.2	1/02/2019

Claw Lock Mechanism Safety and Functional tests Routine Maintenance	CRN SM 006	1.1	8/02/2016
Claw Lock Mechanism Overhaul	CRN SM 007	1.1	8/02/2016
Claw Lock Mechanism Installation on Turnouts	CRN SM 008	1.1	8/02/2016
Installation of Switch Rollers	CRN SM 010	2.0	8/02/2016
Jeumont Schneider (HVI) Track Circuits	CRN SM 011	1.1	9/05/2016
Road Level Crossing Protection Equipment	CRN SM 013	2.0	19/12/2013
Pedestrian Level Crossing Protection Equipment	CRN SM 014	1.1	9/05/2016
Cerberus Level Crossing Drawings and Circuit Diagrams	CRN SM 015	1.1	1/07/2016
Singalling Equipment Specifications			
Standard Requirements for Signalling Electronic Systems - Non Vital	CRN SE 001	1.1	9/05/2016
Environmental Conditions	CRN SE 002	1.2	1/02/2019
Signs, Notice Plates and Instruction Plates	CRN SE 003	1.2	1/06/2017
Labelling of Equipment	CRN SE 004	1.2	1/02/2019
Electrical & Electronic Components (Ratings & Construction Requirements)	CRN SE 005	1.2	1/02/2018
Connectors for Signalling Interface	CRN SE 006	1.2	1/02/2019
Vital Indication Opto - isolator	CRN SE 007	1.2	1/02/2019
Level Crossing Monitor Requirements	CRN SE 008	1.2	1/02/2019
High Voltage Impulse Track Circuits	CRN SE 009	1.2	1/02/2019
Power Supply Units for signalling Equipment – General Requirements	CRN SE 011	1.1	1/06/2016
Single Phase Air Cooled, Isolating Transformer for Signalling Applications	CRN SE 012	1.1	1/06/2016
Emergency Changeover Contactor Panel	CRN SE 013	1.1	1/06/2016
Mains Failure Plant	CRN SE 015	1.0	1/07/2015

DC Unfiltered Power Supply Units for Signalling Equipment	CRN SE 016	1.1	1/06/2016
DC Filtered Power Supply Units for Signalling Equipment	CRN SE 017	1.1	1/06/2016
DC Track Circuit Feed Sets	CRN SE 018	1.1	1/06/2016
DC Regulated and Filtered Power Supply Units for Signalling Equipment	CRN SE 019	1.1	1/06/2016
Battery Chargers for Signalling Equipment	CRN SE 020	1.1	1/06/2016
Fuses for Railway Signalling Applications	CRN SE 021	1.1	1/06/2016
Solderless Terminals and Cable Lugs for Signalling Applications	CRN SE 022	1.1	1/06/2016
Lightning and Surge Protection - Varistor/Arrestor Panel (VAP)	CRN SE 024	1.1	1/06/2016
Lightning and Surge Protection - Power Inductors	CRN SE 026	1.1	1/06/2016
Supply and Installation of Cable Jointing Material for the Jointing and Repair of PVC Signal and Power Cable	CRN SE 029	1.1	1/06/2016
Solderless Terminals Screw and Spring Clamp Terminal Blocks	CRN SE 033	1.1	1/06/2016
Non Vital Relays for Signalling Applications	CRN SE 034	1.2	9/11/2017
Cables for Railway Signalling Applications	CRN SE 035	2.5	1/05/2017
Light - Signal	CRN SE 036	1.1	9/05/2016
Point Mechanisms	CRN SE 037	1.1	1/06/2016
Level Crossing Equipment	CRN SE 038	1.2	15/09/2017
Track Circuit Types, Characteristics and Applications	CRN SE 039	1.1	1/06/2016
Relays Plug-in - Vital	CRN SE 041	1.1	13/09/2016
Centre Tapped Electrolysis Bond Chokes (30 A per Rail)	CRN SE 048	1.1	1/06/2016
Low Voltage Isolating Transformer	CRN SE 051	1.1	1/06/2016
Signalling Training And Competency			
Reassessment of Signalling Infrastructure Workers	CRN ST 001	1.2	9/02/2017

Assessment of Signalling Infrastructure Workers – Licence to Practice	CRN ST 002	2.4	9/02/2017
Signal Personnel – Authorisation Status and Licensing Board	CRN ST 003	3.14	18/10/2020
Log Book Procedures	CRN ST 004	1.2	9/02/2017
Non CRN personnel to Carry out Signalling Works	CRN ST 005	1.1	9/02/2017
Signalling Safe Working Breaches	CRN ST 006	1.2	9/02/2017
Carry out an Inspection in a Live Signalling Location Competency Standard	CRN ST 100	1.1	9/02/2017
Carry out an Inspection in a Live Signal Location Assessment Procedure	CRN ST 101	1.1	9/02/2017
Work Safely in a Live Signal Locations Competency Standard	CRN ST 110	1.1	9/02/2017
Work Safely in a Live Signal Location Assessment Procedure	CRN ST 111	1.1	9/02/2017
Signalling Train Control			
Train Order System Configuration Control Procedures	CRN SO 001	1.1	10/11/2016
Train Control and Signalling Telemetry Systems - Design Management Procedure	CRN SO 002	1.1	10/11/2016
Signalling Engineering Management			
CRN Signalling Engineering Management	CRN SQ 001	1.1	1/07/2016

Rolling Stock Management			
Minimum Operating Requirements for Locomotives	RS 001	2.1	16/07/2019
Locomotive Certification Request Form	RF 001	2.2	16/07/2019
Minimum Operating Requirements for Freight Vehicles	RS 002	2.1	12/02/2019
Freight Vehicle Certification Request Form	RF 002	2.2	16/07/2019
Minimum Operating Requirements for Locomotive Hauled Passenger Vehicles	RS 003	2.1	16/07/2019
Locomotive Hauled Passenger Vehicle Certification Request Form	RF 003	2.2	16/07/2019

Minimum Operating Requirements for Multiple Unit Trains	RS 004	2.1	16/07/2019
Multiple Unit Train Certification Request Form	RF 004	2.2	16/07/2019
Minimum Operating Requirements for Rail-bound Infrastructure Maintenance Vehicles	RS 005	2.1	16/07/2019
Rail-Bound Infrastructure Maintenance Vehicle Certification Request Form	RF 005	2.1	16/07/2019
Minimum Operating Requirements for Road-Rail Infrastructure Maintenance Vehicles	RS 006	2.1	16/07/2019
Road-Rail Vehicle Certification Request Form	RF 006	2.1	16/07/2019
Trolley, Trailer and Portable Plant Certification Request Form	RF 007	2.1	16/07/2019
Minimum Operating Requirements for Infrastructure Maintenance Trolleys, Trailers and Portable Plan	RS 007	1.0	12/08/2020
General Interface Requirements for Rolling Stock	RS 008	2.1	12/02/2019
Vehicle Acceptance Test and Inspection Requirements	RS 010	2.1	12/02/2019
Rolling Stock Wheel Defect Limits	RS 011	2.1	July 2020
Rail Vehicle Weighing Requirements	RS 012	2.0	4/10/2016
Driver Safety System Requirements for Rolling Stock	RS 013	2.1	10/7/2020
Automatic Equipment Identification	RS 014	1.1	14/05/2016
Road-Rail Vehicle, Trolley and Trailer Certification and Recertification	RS 016	1.7	4/6/2020
Communication System Requirements	RS 018	2.1	1/12/2020
Certification Requirements for Rail Vehicles	RS 019	1.0	12/08/2020
Section 0 - TOC Manual Format and Glossary	TOC 00	3.0	8/11/2018
Section 1 - Route Information	TOC 01	3.2	7/01/2020
Section 2 - Locomotive Operations	TOC 02	4.0	1/05/2020
Section 3 - Train Operations	TOC 03	2.0	7/07/2016
Section 4 - Train Marshalling	TOC 04	2.1	18/12/2020
Section 5 - Loading Restrictions	TOC 05	4.0	20/04/2020
Section 6 - Train Inspection	TOC 06	2.0	26/10/2016
Section 7 - Train Numbering	TOC 07	4.0	17/12/2020
Section 8 - Disabled Trains and Defective Vehicles	TOC 08	3.0	2/09/2020
Section 9 - Infrastructure Maintenance Vehicle Operations	TOC 09	2.0	9/11/2016
Section 10 - Locomotive & Rolling Stock Data	TOC 10	4.2	27/8/2020
Section 11 - Infrastructure Maintenance Vehicle Data	TOC 11	3.2	21/5/2020

Section 12 - Road-Rail and Trolley-Trailer Vehicle Data	TOC 12	3.9	27/10/2020
Northern Section Pages	TOC 13	4.1	4/11/2020
Northern Track Diagrams	TOC 14	3.7	4/11/2020
Southern Section Pages	TOC 15	4.2	13/11/2020
Southern Track Diagrams	TOC 16	3.2	19/6/2020
Western Section Pages	TOC 17	4.1	8/11/2020
Western Track Diagrams	TOC 18	3.6	9/04/2020
Rolling Stock-Plant Configuration Change Proposal Form	CRN-FRM-ENG-028	5.0	25/09/2019
Rail Vehicle Certification Review Form	CRN-FRM-ENG-029	3.0	25/09/2019
TOC Waiver Generic Risk Assessment CRN RM 002	CRN-FRM-ENG-030	3.0	25/09/2019
Rolling Stock-Plant Certification Process CRN RM 004	CRN-PRO-ENG-001	5.0	25/09/2019
Rolling Stock-Plant Configuration Change Process CRN RM 005	CRN-PRO-ENG-002	5.0	25/09/2019
TOC Waiver Process CRN RM 003	CRN-PRO-ENG-003	3.0	25/09/2019
Rolling Stock-Plant Incident Vehicle Inspection Process CRN-RM-006	CRN-PRO-ENG-004	3.0	25/09/2019

Civil Specifications			
Measuring Gauges	CRN CP 201	1.1	13/05/2016
Track Tools	CRN CP 202	1.1	13/05/2016
Track Design	CRN CP 203	1.1	13/05/2016
Product Approval	CRN CP 204	1.1	13/05/2016
Field Testing	CRN CP 205	1.1	13/05/2016
Track Construction	CRN CP 206	1.1	13/05/2016

Survey	CRN CP 211	1.2	14/9/2020
Contract Survey	CRN CP 212	1.3	14/09/2020
Trackside Signs	CRN CP 213	1.4	13/09/2020
Insulated Joints	CRN CP 221	1.1	13/05/2016
Rail Flaw Detection	CRN CP 222	1.1	13/05/2016
Timber Sleepers and Bearers	CRN CP 231	1.2	17/04/2019
Concrete Sleepers	CRN CP 232	1.2	17/04/2019
Steel Sleepers	CRN CP 233	1.3	17/04/2019
Concrete Turnout Bearers	CRN CP 234	1.2	17/04/2019
Steel Turnout Bearers	CRN CP 235	1.2	17/04/2019
Resilient Fastenings for Concrete Sleepers	CRN CP 236	1.1	13/05/2016
Resilient Baseplates	CRN CP 237	1.1	13/05/2016
Ballast	CRN CP 241	1.4	20/06/2019
Turnouts	CRN CP 251	1.1	13/05/2016
Structures Construction	CRN CP 301	1.1	13/05/2016
Timber Transoms	CRN CP 311	1.1	13/05/2016
Buried Corrugated Metal Structures	CRN CP 312	1.1	13/05/2016
Earthworks Materials	CRN CP 411	1.2	20/05/2020
Boundary Fences	CRN CP 511	1.1	13/05/2016
Worksite Demarcation Fences	CRN CP 512	1.1	13/05/2016

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Civil Technical Competencies and Engineering Authority	CRN CM 001	1.6	14/09/2020

Engineering Waivers	CRN CM 002	1.4	9/03/2020
Defect Management Guidelines	CRN CM 003	1.2	11/1/2021
Track Capability Assessment	CRN CM 004	1.0	21/12/2017
Track Structure Assessment	CRN CM 005	1.0	20/05/2020
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Civil Service Schedules	CRN CM 101	1.4	22/09/2017
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Maintenance Plan - 'Hybrid' Girders for Railway Overbridges	CRN CM 112	1.1	18/07/2016
Track Fundamentals	CRN CM 202	1.1	18/07/2016
Track Inspection	CRN CM 203	1.7	25/02/2020
Track Geometry & Stability	CRN CM 211	1.5	28/02/2019
Survey	CRN CM 212	1.4	14/09/2020
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Transit Space	CRN CM 215	1.1	18/07/2016
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Rail Defects And Testing	CRN CM 224	1.2	18/07/2016
Rail Grinding	CRN CM 225	1.2	13/09/2019
Rail Defects Handbook	CRN CM 226	1.1	18/07/2016

Rail Surface Defects	CRN CM 227	1.1	18/07/2016
Sleepers and Fastenings	CRN CM 231	1.2	18/07/2016
Ballast	CRN CM 241	1.3	20/06/2019
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Structures Examination	CRN CM 302	1.5	31/01/2019
Structures Repair Manual	CRN CM 303	2.0	18/07/2016
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Bridge Assessment Procedure for Heavy Vehicles	CRN CM 307	1.2	13/08/2020
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Geotechnical Risk Assessment and Hazard Management Guidelines	CRN CM 401	1.2	9/03/2020
Geotechnical Problem Management Procedure	CRN CM 402	1.2	9/03/2020
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Civil Technical Maintenance Plan	CRN CS 100	1.9	13/09/2019
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Co-ordination of Communication and Power Systems – Earth Potential Rise	CRN EE 001	1.1	13/09/2016
Electrical Installation Inspection	CRN EI 001	1.1	13/09/2016
Electrical Low Voltage Distribution and Installations Earthing References and Definitions	CRN EL 001	1.1	13/09/2016
Low Voltage Installations Earthing	CRN EL 002	1.1	13/09/2016
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