

SCHEDULE 2

Allocation of responsibility for Scope of Works and Technical Criteria

(Clause 2.2 (*Scope of Works and Technical Criteria*))

The Contractor must, in performing the Contractor's Activities (as defined in this deed), comply with all of the obligations, conditions and requirements of the Scope of Works and Technical Criteria (**SWTC**), except to the extent that Table 1 below expressly provides that a particular exclusion or limitation on the Contractor's obligations in respect of the SWTC.

For the purposes of this Schedule 2, unless the context requires otherwise:

- any reference to "the Deed" in the Scope of Works and Technical Criteria must be read as a reference to "this deed";
- any reference to "TfNSW Representative" in the Scope of Works and Technical Criteria must be read as a reference to the "Principal's Representative";
- any reference to the "Project Site" in the Scope of Works and Technical Criteria must be read as a reference to the "Works Site";
- any reference to "TfNSW" in the Scope of Works and Technical Criteria must be read as a reference to the "Principal" except for any reference to TfNSW publications (including RMS publications);
- any reference to "TfNSW Surveillance Officer" in the Scope of Works and Technical Criteria must be read as a reference to "Principal's Surveillance Officer"; and
- where the SWTC requires the O&M Activities to be carried out in accordance with certain requirements, the Contractor must ensure that the Project Works are designed and constructed so the O&M Activities are capable of satisfying those requirements if they are carried out in accordance with the SWTC, original equipment manufacturer requirements and standard industry practice for operation and maintenance of similar works.

Table 1: Limitations on the Contractor's obligations in respect of the SWTC	
Scope of Works and Technical Criteria section reference	Limitation on the Contractor's obligations in respect of the requirements of the Scope of Works and Technical Criteria
General 2.1(a)	The Contractor must comply with this paragraph, except to the extent it applies to the O&M Activities.
General 2.1(b)	The Contractor must comply with this paragraph, except to the extent it applies to the O&M Activities to be undertaken.
General 2.1(c)(i), (ii),(iii),(vi) and (ix)	The Contractor must comply with these subparagraphs, except to the extent they apply to the O&M Activities.

General 2.1 (d)	The Contractor must comply with this paragraph, except to the extent it applies to the O&M Activities.
Utility Services 2.3.4	The Contractor must comply with this section (including Appendix B.39), except to the extent: <ul style="list-style-type: none"> • section 1.1(a)(ii) of Appendix B.39 applies to the O&M Activities; • section 1.2 of Appendix B.39 applies to the O&M Activities; and • section 1.3 of Appendix B.39 applies to the O&M Activities.
O&M Activities 2.5	The Contractor must comply with this section, except to the extent it applies to the O&M Activities.
Transition Period 2.6.2(a)(iv)	The Contractor is not required to comply with the requirements of this subparagraph except to the extent that the SWTC identifies training that must be undertaken by the Contractor.
Transition Period 2.6.2(a)(v)	The Contractor must comply with this subparagraph, except to the extent the SWTC has identified that the mobilisation of O&M plant, equipment and other resources will be undertaken by others.
Community Involvement Obligations 2.7 (a), (b)(i)((iv)	The Contractor must comply with these subparagraphs, except to the extent they apply to the O&M Activities.
General 3.1 (a)(i)	The Contractor must comply with this paragraph, except to the extent it applies to undertaking the O&M Activities.
Work Health & Safety 3.2(a)(i)	The Contractor must comply with this paragraph, except to the extent it applies to undertaking the O&M Activities.
Certification 3.6(a)(i)	The Contractor must comply with this section, except to the extent it applies to certifying the O&M Activities.
Quality Assurance 3.7	The Contractor must comply with this section (including the requirements of Appendix C.7), except to the extent the requirements of Appendix C.7 apply to the O&M Activities.
Project Plans 3.8(a)	The Contractor must comply with this paragraph, except to the extent it applies to the O&M Activities after the Date of Opening Completion.
Training 3.10(a)(iii), 3.10(a)(iv)	The Contractor must comply with these subparagraphs, except to the extent they apply to the obligation to provide inductions of employees and persons engaged after the Date of Opening Completion for the O&M Activities.
Traffic and Transport Management and Safety 3.12(d)	The Contractor must comply with this paragraph, except to the extent it applies to providing a Traffic Representative (as defined in the SWTC) as part of the O&M Activities.

Traffic and Transport Management and Safety 3.12(e)	The Contractor must comply with this paragraph, except to the extent it applies to undertaking the O&M Activities.
Effects of the Project Works and O&M Activities 4.3(a)	The Contractor must comply with this paragraph, except to the extent it must demonstrate that the O&M Activities have no adverse impacts.
Effects of the Project Works and O&M Activities 4.3(c) to 4.3(g)	The Contractor must comply with these paragraphs, except to the extent they apply to the O&M Activities.
Codes, Standard and Specifications 4.5	The Contractor must comply with this section, except to the extent it applies to undertaking the O&M Activities.
Sustainability 4.8	<p>The Contractor must comply with this section (including Appendix D.5), except to the extent:</p> <ul style="list-style-type: none"> • Items 10 and 13 of Table D.5-2 in Appendix D.5 apply to the O&M Activities. <p>For the avoidance of doubt, the Contractor must design and construct the Project Works to enable the O&M Contractor to comply with the requirements of Item 10 and Item 13 of Table D.5-2 in Appendix D.5.</p>
Authorities and Emergency Services 5.11 (a)	The Contractor must comply with this paragraph, except to the extent it applies to the O&M Activities during the Term.
Toll Collection Systems 5.13	<p>The Contractor must comply with this section (including the requirements of Appendix B.10), except to the extent it applies to:</p> <ul style="list-style-type: none"> • designing and constructing the Tolling Back Office; and • undertaking the O&M Activities. <p>For the avoidance of doubt, the Contractor must comply with all other obligations allocated to the Contractor in Appendix B.10 (and its attachments).</p>
Traffic and Road User Management and Safety 5.14(a)	The Contractor must comply with this paragraph, except to the extent it applies to the O&M Activities.
Motorway Reliability and Availability 5.15	The Contractor must comply with this section, except to the extent it applies to undertaking the O&M Activities.
Information Security Management System 5.33	The Contractor must comply with this section, except to the extent it applies to maintaining and continually improving the security management system as part of the O&M Activities.
Asset Information System (AIS) 7.2.1(a)	The Contractor must comply with this paragraph, except to the extent it applies to maintaining the AIS (as defined in the SWTC) as part of the O&M Activities.
Asset Information	The Contractor must comply with the requirements of these

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<p>System 7.2.1, 7.2.2 and 7.2.8</p>	<p>sections, except to the extent the requirements apply to providing the AIS (as defined in the SWTC).</p> <p>For clarity:</p> <ul style="list-style-type: none"> • the computerised information system or AIS (as defined in the SWTC), as a software system, will be purchased, configured, populated and managed by the Principal; • the Contractor must develop the Asset Register (as defined in the SWTC), a spare parts register and defects register in a form to be agreed with the Principal, and which comply with section 7.2.2 for input into the AIS (as defined in the SWTC) by the Principal; and • the Code of Maintenance Standards (as defined in the SWTC) developed by the Contractor must be suitable for inclusion by the Principal into the AIS (as defined in the SWTC) maintenance management routines.
<p>Condition Monitoring 7.4.1 (b)</p>	<p>The Contractor is not required to comply with this paragraph.</p>
<p>Operation and Maintenance 8.0</p>	<p>The Contractor must comply with this section, except to the extent it applies to operation and maintenance of the Motorway as part of the O&M Activities.</p>

SCHEDULE 3

Commercially Sensitive Information

(Clause 1.1 (*Definitions*) definition of "Commercially Sensitive Information" and clause 31 (*Confidentiality, Publicity and Privacy*))

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SCHEDULE 4

Dispute Avoidance Board Agreement

(Clause 33 (*Dispute Avoidance*) and Clause 34 (*Dispute Resolution*))

Dispute Avoidance Board Agreement

This Agreement made at Sydney on the _____ day of _____ 20

between the following parties:

Parties

[Insert Contractor's name] (ABN **[Insert Contractor's ABN]**) ("**Contractor**")

of: **[Insert Contractor's address and email address]**

and

Transport for NSW (ABN **18 804 239 602**) ("**Principal**")

of: 20-44 Ennis Road, Milsons Point NSW 2061 (for delivery of notices by hand)

or: Locked Bag 928 North Sydney NSW 2059 (for delivery by post)

a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW)

Attention: **[Insert]**

Email: **[Insert Principal's Representative's email address]**

and

Members of the Dispute Avoidance Board, namely:

[DAB Member 1 Name]

of: **[DAB Member 1 Company's Name, ABN and address]**, **[DAB Member 1 email address]**

[DAB Member 2 Name]

of: **[DAB Member 2 Company's Name, ABN and address]**, **[DAB Member 2 email address]**

[DAB Member 3 Name]

of: **[DAB Member 3 Company's Name, ABN and address]**, **[DAB Member 3 email address]**

(collectively "**Members**" or "**the Dispute Avoidance Board**")

Recitals

- A. On or about the date of this Agreement, the Contractor entered into the D&C Deed with the Principal in respect of the M6 Stage 1.
- B. The D&C Deed provides for a dispute avoidance process through the establishment and the operation of a dispute avoidance board to assist the parties in preventing disputes from arising under the D&C Deed.
- C. The Members represent that they are experienced generally in construction and project management and, in particular, in the construction and project management of, and the management of issues and avoidance of disputes in relation to, works similar to the Project Works and offer their expertise in those fields.
- D. The D&C Deed contemplates that the Members will discharge those functions set out in Attachment 1 (*Dispute Avoidance Board General Operating Procedures*) to this Agreement.
- E. This Agreement sets out the rights, obligations and duties of the Members, the Principal and the Contractor in relation to the Dispute Avoidance Board.

This Agreement provides:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Members means the three individuals appointed to the Dispute Avoidance Board in accordance with this Agreement, or the continuing Members and any replacement Member in the circumstances contemplated under clause 13(b) (*Termination Of Agreement*) of this Agreement, as the case may be.

Other Parties means the Principal and the Contractor.

1.2 Terms defined in the D&C Deed

Terms used in this Agreement which are not otherwise defined will have the meaning given to them in the D&C Deed.

1.3 Interpretation

In this Agreement unless the context otherwise requires:

- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (c) a reference to any party to this Agreement includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to any Authority, institute, association or body is:
 - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association

or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and

- (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;
- (e) a reference to this Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (f) a reference to any legislation or to any section or provision of it includes:
 - (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
 - (ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;
- (g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) headings are for convenience only and do not affect the interpretation of this Agreement;
- (i) a reference to:
 - (i) a party or clause is a reference to a party or clause of or to this Agreement; and
 - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or subparagraph in the clause in which the reference appears;
- (j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (k) for all purposes (other than where designated as a Business Day), "day" means calendar day;
- (l) a reference to "\$" is to Australian currency;
- (m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Agreement or any part; and
- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

2. D&C DEED TO PREVAIL

- (a) The parties agree that if there is any inconsistency between the terms of this Agreement and the D&C Deed, the terms of the D&C Deed will prevail to the extent of the inconsistency.

- (b) This Agreement is effective as of the date all parties sign this document and will continue, unless terminated earlier, until it terminates in accordance with clause 33.3 (*Termination of DAB*) of the D&C Deed.

3. FORMATION OF THE DISPUTE AVOIDANCE BOARD

3.1 Appointment of Members

- (a) Each of the Other Parties appoints each of the Members to perform the functions, activities and obligations contemplated for the Dispute Avoidance Board under the D&C Deed and this Agreement.
- (b) The Members each confirm their acceptance of the appointment referred to in clause 3.1(a).

3.2 Formation

The parties acknowledge that the Dispute Avoidance Board:

- (a) has been formed;
- (b) is constituted by the Members; and
- (c) must perform its obligations and functions under the D&C Deed and this Agreement.

3.3 Chairperson

The Members will determine which of them will act as chairperson from time to time.

4. ESTABLISHMENT OF PROCEDURES

- (a) During the first meeting of the Dispute Avoidance Board, the Dispute Avoidance Board will establish procedures for the conduct of its regular meetings, site visits and other matters in accordance with the procedures included in Attachment 1 (*Dispute Avoidance Board General Operating Procedures*) to this Agreement (unless otherwise agreed by the parties).
- (b) The parties agree to comply with the general operating procedures in Attachment 1 (*Dispute Avoidance Board General Operating Procedures*) to this Agreement.

5. DISPUTE AVOIDANCE BOARD MEMBERS' OBLIGATIONS

5.1 Dispute Prevention

Each Member agrees to do all things and to take such action as may be practicable in accordance with this Agreement to assist the Other Parties in preventing Disputes from arising under the D&C Deed.

5.2 Impartiality

Each Member agrees to consider fairly and impartially any matters referred to the Dispute Avoidance Board.

5.3 Independence

Each Member agrees to act honestly, impartially, without bias and independently of the Other Parties and any of their Subcontractors in the performance of his or her obligations

under this Agreement (including the consideration of facts and conditions relating to any matter) and in accordance with clause 5 (*Dispute Avoidance Board Members' Obligations*) of this Agreement.

5.4 General duties

Each Member agrees to carry out his or her obligations as a Member of the Dispute Avoidance Board:

- (a) with due care and diligence;
- (b) in compliance with the D&C Deed and this Agreement; and
- (c) in compliance with all applicable Laws.

6. COSTS AND FEES

- (a) The Other Parties are jointly and severally liable for the payment of the Members' fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Attachment 2 (*Schedule of Fees and Disbursements*).
- (b) The Other Parties agree as between themselves that:
 - (i) they will each pay one half of the Members' fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Attachment 2 (*Schedule of Fees and Disbursements*); and
 - (ii) they will each bear their own costs of and incidental to the preparation of this Agreement (and any replacement) and their participation in any process of the Dispute Avoidance Board.
- (c) Each Member agrees that they will submit separate tax invoices to each of the Principal and the Contractor at one monthly intervals (unless a different frequency is agreed by the Other Parties), covering the preceding month's activities by the Member. The invoice is to separately identify the activities performed and the calculation of the relevant fees and disbursements (excluding GST) (**Payment Amount**) in sufficient detail to enable the Other Parties to review that the invoice is calculated in accordance with the Schedule of Fees and Disbursements set out in Attachment 2 (*Schedule of Fees and Disbursements*). If either of the Other Parties is not satisfied that the Payment Amount is calculated in accordance with the Schedule of Fees and Disbursements set out in Attachment 2 (*Schedule of Fees and Disbursements*), then either of the Other Parties may request clarification from the relevant Member.
- (d) Each Member agrees that they will issue separate tax invoices to each of the Principal and the Contractor, for one half of the agreed Payment Amount.
- (e) The Other Parties must pay the amounts payable in tax invoices issued in accordance with clause 6(d) within 20 Business Days of receipt.
- (f) The Members are not entitled to engage any third party consultants or advisers in the performance of their obligations under this Agreement unless the Other Parties agree in writing for them to do so, and on the terms on which they may do so.

7. PRINCIPAL COMMITMENT AND RESPONSIBILITIES

The Principal acknowledges and agrees that it must:

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

8. CONTRACTOR'S COMMITMENTS AND RESPONSIBILITIES

The Contractor acknowledges and agrees that it must:

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

9. CONFIDENTIALITY

In relation to all confidential information disclosed to the Dispute Avoidance Board at any time each Member agrees:

- (a) to keep that information confidential;
- (b) not to disclose that information except if compelled by Law to do so;
- (c) not to use that information for a purpose other than complying with its obligations under this Agreement; and
- (d) to be bound by this obligation of confidentiality whether or not such confidential information is or later becomes in the public domain.

10. CONFLICT OF INTEREST

- (a) If a Member, during the term of appointment as a Member, becomes aware of any circumstance that might reasonably be considered to affect the Member's capacity to act independently, impartially and without bias, the Member must inform the Principal and the Contractor and the other Members of the Dispute Avoidance Board.
- (b) The other Members of the Dispute Avoidance Board will within five Business Days of notification under clause 10(a) confer and inform the Other Parties and the Member, whether they believe the circumstances notified are such that the Member should be replaced. In the event that one or both of the other Members believe that the Member should be replaced, the Member must immediately resign from the Dispute Avoidance Board and a reappointment will occur pursuant to clause 14.1 (*Resignation*).

11. LIABILITY

Except in the case of fraud:

- (a) the Members shall not be liable to the Other Parties or any of them upon any cause of action whatsoever for anything done or omitted to be done by the Dispute Avoidance Board or the Members; and
- (b) each of the Other Parties hereby releases the Members against all actions, suits, proceedings, disputes, differences, accounts, claims, demands, costs, expenses and damages of any kind whatsoever (hereafter "**claims**") (including, but not limited to, defamation, bias or other misconduct) whether such claims arise:
 - (i) under or in any connection with this Agreement;
 - (ii) in tort for negligence, negligent advice or otherwise; or
 - (iii) otherwise at law (including by statute to the extent it is possible so to release, exclude, or indemnify) and in equity generally, including without limitation for unjust enrichment,

arising out of, or in connection with, the Project or the Dispute Avoidance Board's activities or any other process conducted pursuant to this Agreement.

12. INDEMNITY

The Other Parties hereby:

- (a) each indemnify and keep indemnified the Members against all claims that Other Party brings against the Members, or any of them, upon any of the bases set out in clause 11 (*Liability*) (or otherwise); and
- (b) jointly and severally indemnify and keep indemnified the Members against all claims by third parties against the Members, or any of them, upon any of the bases set out in clause 11 (*Liability*) (or otherwise),

arising out of anything done or omitted to be done by the Dispute Avoidance Board or the Members in the proper performance of their duties under this Agreement and the D&C Deed.

13. TERMINATION OF AGREEMENT

- (a) This Agreement may be terminated by written agreement of the Principal and the Contractor or may terminate otherwise in accordance with clause 33.3 (*Termination of DAB*) of the D&C Deed.
- (b) Where:
 - (i) a Member resigns under clause 10(b) (*Conflict Of Interest*) or 14.1 (*Resignation*); or
 - (ii) the appointment of a Member is terminated by the Principal and the Contractor under clause 14.2 (*Termination*),

then despite the resignation or termination taking effect in accordance with its terms, this Agreement will remain in force until a replacement to this Agreement has been fully

executed pursuant to clause 14.3(e) (*Replacement*), at which time this Agreement terminates.

14. MEMBER'S TERMINATION

14.1 Resignation

A Member may resign from the Dispute Avoidance Board by providing 30 Business Days' written notice to, the other Members, the Principal and the Contractor (unless the Principal and the Contractor agree to a shorter notice period).

14.2 Termination

A Member may be terminated at any time by written agreement of the Principal and the Contractor.

14.3 Replacement

The parties acknowledge and agree that if:

- (a) a Member resigns under clause 10(b) (*Conflict Of Interest*) or 14.1 (*Resignation*);
- (b) a Member is unable to act as a result of death or disability; or
- (c) the appointment of a Member is terminated by the Other Parties under clause 14.2 (*Termination*),

then:

- (d) a replacement Member may be appointed in accordance with clause 33.2 (*Replacement of DAB Member*) of the D&C Deed; and
- (e) the Principal, the Contractor, the continuing Members and the replacement Member must enter into a replacement agreement substantially similar to this Agreement as a condition of a valid re-appointment and re-constitution of the Dispute Avoidance Board under the terms of the Dispute Resolution Procedure.

15. GOVERNING LAW

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

16. RELATIONSHIP OF THE PARTIES

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

17. NOTICES

- (a) Any formal notices contemplated by this Agreement must be in writing and delivered to the relevant address or email address (subject to clause 17(d) of this

Agreement) as set out in the parties' details on page 1 of this Agreement (or to any new address or email address that a party notifies to the others).

- (b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.
- (c) A notice given by email is taken to have been received at the local time (in the place of receipt of that email) that would be determined if section 13A of the *Electronic Transactions Act 2000* (NSW) were to apply.
- (d) Any notice contemplated by this Agreement to be given to the Principal must be delivered to the Principal address or sent by email in accordance with the Principal's details on page 1 of this Agreement.

18. GIVING EFFECT TO THIS AGREEMENT

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

19. SURVIVAL OF TERMS

The parties agree that clauses 6 (*Costs And Fees*), 9 (*Confidentiality*), 11 (*Liability*), 12 (*Indemnity*) and 15 (*Governing Law*) and this clause 19 (and any other terms of this Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this Agreement.

20. WAIVER OF RIGHTS

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

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

21. OPERATION OF THIS AGREEMENT

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

22. GOODS AND SERVICES TAX

22.1 Interpretation

Words or expressions used in this clause 22 (*Goods And Services Tax*) which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

22.2 Consideration is GST exclusive

Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as 'GST inclusive', does not include an amount on account of GST.

22.3 Gross up of consideration

Despite any other provision in this Agreement, if a party (**Supplier**) makes a supply under or in connection with this Agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this Agreement as 'GST inclusive'):

- (a) the consideration payable or to be provided for that supply under this Agreement but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier an amount equal to the GST payable on the supply (**GST Amount**); and
- (b) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

22.4 Reimbursements (net down)

If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of a GST group of which that party is a member, is entitled for that loss, cost or expense.

22.5 Tax invoices

The Recipient need not make a payment for a taxable supply made under or in connection with this Agreement until the Supplier has given the Recipient a Tax Invoice for the supply to which the payment relates.

22.6 Adjustment event

If an adjustment event occurs in relation to a taxable supply made under or in connection with this agreement then the consideration payable in respect of the supply shall also be adjusted as follows:

- (a) if the adjustment event gives rise to an increase in the GST payable by the Supplier in relation to the supply a payment equal to that increase will be made by the Recipient to the Supplier; and
- (b) if the adjustment event gives rise to a decrease in the GST payable by the Supplier in relation to the supply payment equal to that decrease will be made by the Supplier to the Recipient.

Any payment that is required under this clause 22.6 will be made within ten Business Days of the issuing of an adjustment note or an amended Tax Invoice, as the case may be, by the Supplier. If the adjustment event gives rise to an adjustment, the Supplier must issue an adjustment note to the Recipient as soon as it becomes aware of the adjustment event.

23. AMENDMENT

This Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.

24. COUNTERPARTS

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

25. ATTORNEYS

Each person who executes this Agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

Executed as an agreement

Signed for and on behalf of **Transport for NSW**
(ABN 18 804 239 605) by its authorised
delegate in the presence of:

Signature of witness

Signature of **[Insert position]**

Full name of witness

Name of **[Insert position]**

EXECUTED BY [Insert Contractor's name]
(ABN [Insert Contractor's ABN]) in
accordance with s.127 of the *Corporations*
Act 2001 (Cth)

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

SIGNED BY THE MEMBER in the presence of:

Signature of Witness

Signature of Member

Name of Witness (Please Print)

Name of Member in full (Please Print)

SIGNED BY THE MEMBER in the presence of:

Signature of Witness

Signature of Member

Name of Witness (Please Print)

Name of Member in full (Please Print)

SIGNED BY THE MEMBER in the presence of:

Signature of Witness

Signature of Member

Name of Witness (Please Print)

Name of Member in full (Please Print)

Attachment 1

Dispute Avoidance Board General Operating Procedures

1. General
 - (a) The role of the Dispute Avoidance Board is to provide independent and specialised expertise in technical and administration aspects of the D&C Deed in order to assist the Other Parties in attempting to avoid or prevent Disputes under the D&C Deed in a timely manner.
 - (b) The Other Parties will furnish to each of the Members all documents necessary for the Dispute Avoidance Board to perform its functions, including copies of all D&C Deed documents plus periodic reports, such as progress reports, minutes of weekly or other project control meetings, site meetings or similar meetings and any other documents that would be helpful in informing the Members of matters in relation to the Project.
 - (c) The individual Members are not the representative of the party which appointed that representative. The Dispute Avoidance Board must function as an objective, impartial and independent body at all times.
 - (d) The Members shall make prompt disclosure from time to time of any new or previously undisclosed circumstance, relationship or dealing, which comes to their attention and which might give rise to a conflict of interest or apprehension of bias.
 - (e) Communications between the Other Parties and the Dispute Avoidance Board for the purpose of attempting to avoid or prevent Disputes are without prejudice communications and may not be adduced as evidence in any dispute resolution process under clause 33 (*Dispute Avoidance*) and clause 34 (*Dispute Resolution*) of the D&C Deed.
2. Frequency of Regular Meetings and Construction Site Visits
 - (a) The frequency and scheduling of meetings and site visits necessary to keep the Dispute Avoidance Board properly informed of the project circumstances will generally be agreed between the Dispute Avoidance Board and the Other Parties.
 - (b) In the case of a failure to agree between the Dispute Avoidance Board and the Other Parties, the Dispute Avoidance Board will schedule the meetings and visits as it sees fit.
 - (c) The frequency of meetings of the Dispute Avoidance Board should generally be three monthly and coincide with the same day as meetings (which the Members will attend) of the Project Group under the D&C Deed, but the meeting schedule may be influenced by work progress, unusual events and the number and complexity of potential Disputes. In any event, meetings of the Dispute Avoidance Board may be convened separately to meetings of the Project Group.
 - (d) The first Dispute Avoidance Board meeting should be held within one month of the date of this Agreement.
3. Agenda for Regular Meetings
 - (a) The chairperson of the Dispute Avoidance Board will develop an agenda for each regular meeting in accordance with the requirements of the D&C Deed and this Agreement.

- (b) Dispute Avoidance Board meetings held for the purposes of briefing and updating the Members on performance and progress of the work under the D&C Deed and issues or potential issues arising between the Other Parties shall be held on an in-confidence and "without prejudice" basis to encourage full and frank disclosure and discussions.
- (c) Prior to or at the conclusion of regular Dispute Avoidance Board meetings contemplated by this clause 3, the Dispute Avoidance Board will generally inspect the Project Works, the Temporary Works and the Construction Site in the company of representatives of both of the Other Parties. Any areas of the Project Works, the Temporary Works or the Construction Site that are or may be the subject of any potential issue or potential Dispute will be pointed out by the Other Parties.

4. Minutes of Meetings

- (a) The Project Group, under section 3.18.1 of the SWTC, will agree and document procedures relating to meetings of the Project Group, and any minutes of Project Group meetings will be circulated to the Members for information only.
- (b) In accordance with clause 3(b) (*Agenda for Regular Meetings*) above, the minutes of the Dispute Avoidance Board meetings shall be marked "in-confidence, without prejudice". The minutes of Dispute Avoidance Board meetings will be prepared by the chairperson of the Dispute Avoidance Board and will be circulated to the attendees at the Dispute Avoidance Board meeting for comments, additions and corrections.
- (c) Minutes as may be amended will be adopted by the Members at the next meeting.

5. Communications

- (a) Except when participating in the Dispute Avoidance Board's activities as contemplated by the D&C Deed and this Agreement, the Other Parties shall not communicate with the Dispute Avoidance Board or its Members on matters dealing with the conduct of the work or resolution of problems.
- (b) There must be no communication between the Members and employees of the Other Parties during the life of the Dispute Avoidance Board without the Members informing the Other Parties. The Other Parties must direct any matters needing attention between meetings of the Dispute Avoidance Board to the chairperson of the Dispute Avoidance Board.
- (c) All communications to the Dispute Avoidance Board by the Other Parties outside the Dispute Avoidance Board meetings should be directed in writing to the chairperson and copied to the other Members and to the other party. All communications by the Members to the Other Parties should be addressed to the Principal's Representative and the Contractor's Representative.
- (d) Except as required under this Agreement or under the D&C Deed, communication by email is an acceptable alternative to physical delivery.

6. Representation

Where required by the Dispute Avoidance Board, the Other Parties shall each ensure they are represented at Dispute Avoidance Board meetings by at least one senior project executive and at least one senior off-site executive to whom the on-site executive reports. The Other Parties shall inform the chairperson of the names and project roles of each of their respective representatives and, if applicable, the names and roles of any alternates.

7. Other Attendees

Where requested by the Other Parties, and approved by the Members, or where requested by the Members, and approved by the Other Parties, other persons who may be involved in the Project (such as the design manager or independent verifier) may be invited to make special presentations to the Dispute Avoidance Board on matters or issues relevant to the Project.

Attachment 2

Schedule of Fees and Disbursements

The Fees are to be:

- (a) the fixed component of the fees as a monthly retainer (which must include activities allowed for in the fixed component as set out for Item 1 in the following table); and
- (b) a fixed daily fee for attendance at Dispute Avoidance Board meetings (as set out for Item 2 in the following table),

which will be:

- (c) based on an hourly rate for all other services as set out for Item 3 in the following table, or
- (d) on such other basis for payment as may be agreed.

The Fees in (a) and (b) and the rates in (c) are to include all disbursements and expenses, excluding travel and accommodation outside of Sydney, which are to be paid at cost, as set out for Item 5 in the following table.]

No.	Work Description/Scope	Fee Arrangement DAB Member #1 [Insert Name] (excl GST)	Fee Arrangement DAB Member #2 [Insert Name] (excl GST)	Fee Arrangement DAB Member #3 [Insert Name] (excl GST)
1.	Monthly Retainer (including initial review of contract documentation, routine review of Project minutes and reports, preparation for DAB meetings and internal communications between DAB members)			
2.	Daily fee for routine DAB meetings (nominal frequency of 3 monthly intervals, including travel time). This fee is in addition to the Monthly retainer			
3.	Hourly fee (For activities not covered by the Monthly retainer and Daily fee)			
4.	Escalation provision (Annual adjustment from the anniversary of date of DAB Agreement)	[]%	[]%	[]%
5.	Expenses (Reimbursed at cost, supported by receipts. Mode or standard of travel may be agreed separately.)	At cost	At cost	At cost

Attachment 3

Criteria for Members of Dispute Avoidance Board

1. Criteria

The Members must meet the following criteria:

(a) Experience

- (i) At least one Member (and preferably all) must be experienced in the type of construction required for the Contractor's Activities, interpretation of project documents and avoidance of construction issues or disputes; and
- (ii) at least two of the Members must be experienced in Dispute Avoidance Boards or Dispute Resolution Boards.

(b) Neutrality

- (i) The Member must be neutral, act impartially and be free of any conflict of interest.
- (ii) For the purposes of this clause 1, the term "Member" also refers to the Member's current primary or full time employer, and "involved" means having a contractual relationship with either party to the D&C Deed, or any other entity, such as a subcontractor, design professional or consultant having a role in the project.

(c) Prohibitions and disqualifying relationships for prospective Members

The Members must not have:

- (i) an ownership interest in any entity involved in the project, or a financial interest in the project except for payment for services on the Dispute Avoidance Board;
- (ii) previous employment by, or financial ties to, any party involved in the project within a period of 2 years prior to award of the D&C Deed, except for fee-based consulting services on other projects;
- (iii) a close professional or personal relationship with any key member of any entity involved in the project which, in the reasonable opinion of either party, could suggest partiality; or
- (iv) prior involvement in the project of a nature which could compromise that member's ability to participate impartially in the Dispute Avoidance Board's activities.

(d) Prohibitions and disqualifying relationships for Members

The following matters may be construed as a conflict of interest in respect of a Member:

- (i) an ownership interest in any entity involved in the project, or a financial interest in the project except for payment for services on the Dispute Avoidance Board; or

- (ii) the Member entering into discussions concerning, or making an agreement with, an entity involved in the project regarding employment after the project is completed.

2. Disclosure Statement

A disclosure statement for any prospective Member must be submitted to the Principal and the Contractor (including for a person nominated by the remaining two Members under clause 33.1(d) (*Dispute Avoidance Board Formation*) of the D&C Deed). Any such disclosure statement must include:

- (a) a resume of relevant experience;
- (b) a declaration describing all past, present, anticipated and planned future relationships, including indirect relationships through the prospective Member's primary or full time employer, to the project and with all entities involved in the project, including subcontractors, designers and consultants;
- (c) disclosure of a close professional or personal relationship with any key members of any entity involved in the project; and
- (d) disclosure of any other matter relevant to the criteria identified in clause 1(c) above.

SCHEDULE 5

Moral Rights Consent

(Clause 30.6 (*Moral Rights*))

MORAL RIGHTS CONSENT

THIS DEED POLL is made on the _____ day of _____ .

BY: [Name of individual] of [Address], [Occupation] (**Author**)

IN FAVOUR OF: Transport for NSW (ABN 18 804 239 602) a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW) of 20-44 Ennis Road, Milsons Point, New South Wales, 2061 (the **Principal**)

WHEREAS:

- A. The Principal proposes to contract out the design, construction and commissioning of the Project Works and operation of the Motorway (each as defined in the D&C Deed) (the **Project**).
- B. The Principal has engaged [Insert Contractor] (the **Contractor**) under the deed dated [] (**D&C Deed**) to carry out the Contractor's Activities (as defined in the D&C Deed).
- C. The Author may create or have created one or more literary works, artistic works or other copyright material (whether created before or after the date of this Moral Rights Consent) for the purposes of or otherwise for use in connection with the Project (**Copyright Material**).
- D. This Deed is given in favour of the Principal and any additional beneficiaries notified to the Author under clause 2(a) (together **Beneficiaries**).

THE AUTHOR COVENANTS as follows:

1. The Author, in consideration of the Contractor (on behalf of the Beneficiaries) paying the Author one dollar (\$1) (receipt of which is hereby acknowledged):
 - (a) agrees, to the extent permitted by law, not to sue, enforce any claim, bring any action or exercise any remedy in respect of any, or any alleged, breach, infringement or other wrongdoing, howsoever or whatsoever occurring, including without limitation for the breach or alleged breach of any of the Author's "moral rights" under the *Copyright Act 1968* (Cth) (as amended), (whether before or after the date of this Moral Rights Consent) by:
 - (i) any or all of the Beneficiaries;
 - (ii) any contractor which any or all of the Beneficiaries engages;
 - (iii) any third party to whom any or all of the Beneficiaries sub-licenses (whether express or implied), or grants any other right to use, possess, modify, vary or amend any of the Copyright Material; or

- (iv) any third party to whom any or all of the Beneficiaries assigns rights it has in, or in relation to any of the Copyright Material,

(together, the **Beneficiaries and Associated Persons**) in relation to any of the Copyright Material;

- (b) without limiting section 1(a) above, consents to any of the Beneficiaries and Associated Persons:
 - (i) failing to acknowledge or attribute the Author's authorship of any of the Copyright Material;
 - (ii) falsely attributing authorship of any of the Copyright Material; and
 - (iii) making any modification, variation or amendment of any nature whatsoever to any of the Copyright Material, whether or not it:
 - (A) results in a material distortion, destruction or mutilation of any of the Copyright Material; or
 - (B) is prejudicial to the honour or reputation of the Author; and
- (c) without limiting sections 1(a) or 1(b), consents to any of the Beneficiaries and Associated Persons:
 - (i) using any of the Copyright Material for any purpose for which it was intended at the time the Copyright Material was created;
 - (ii) altering any of the Copyright Material by adding to, removing elements from, or rearranging elements of, the Copyright Material, including without limitation by combining elements of any of the Copyright Material with any other material; and
 - (iii) changing, relocating, demolishing or destroying any building which incorporates, is based on, or is constructed in accordance with, any of the Copyright Material.

2. In respect of the Beneficiaries:

- (a) the Principal may at any time give notice to the Author that another entity is to become an additional beneficiary under this Deed (a **Beneficiary**). The Principal may give multiple notices under this clause. The Author agrees that on and from the date of the Principal's notice, the entity identified by the Principal will be a Beneficiary under this Deed;
- (b) if for any reason a Beneficiary is unable to enforce against the Author its promises under this Deed, the Author agrees that the Principal may do so on behalf of any and all Beneficiaries; and
- (c) nothing in this Deed amounts to an obligation on the Beneficiaries to comply, or a warranty by the Beneficiaries that it will comply, with the Competition and *Consumer Act 2010* (Cth) or any equivalent provision of State or Territory legislation.

EXECUTED as a deed poll.

SIGNED, SEALED and **DELIVERED** by
[NAME OF PARTY] in the presence of:

Signature of party

Signature of witness

Name

Name

Address of witness

SCHEDULE 6

Form of D&C Guarantee

(Clause 8.7 (*D&C Guarantee*))

PART A

Parent Company Guarantee

In relation to the Design and Construction of the M6 Stage 1

Transport for NSW (ABN 18 804 239 602)

Deed of Guarantee and Indemnity

made at _____ on _____ 2021

between **Transport for NSW** (ABN 18 804 239 602) a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW) of 20-44 Ennis Road MILSONS POINT NSW 2061

(Beneficiary)

and **CIMIC Group Limited**, ABN 57 004 482 982 of Level 25, 177 Pacific Highway North Sydney NSW 2060

(Guarantor)

Recitals

- (A) The Beneficiary intends to enter into the D&C Deed with the Contractor on the condition that the Guarantor provides this Deed.
- (B) The Guarantor wishes to guarantee to the Beneficiary the Guaranteed Obligations in accordance with this Deed.
- (C) The Guarantor considers that by providing this Deed there will be a commercial benefit to the Guarantor.

This Deed witnesses

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Contractor means:

- (a) CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney, New South Wales 2060;
- (b) Ghella Pty Ltd (ABN 85 142 392 461) of Level 12, 2 Elizabeth Plaza, North Sydney, New South Wales 2060; and
- (c) UGL Engineering Pty Limited (ABN 96 096 365 972) of Level 10, 40 Miller Street, North Sydney, New South Wales 2060.

Contractor Entity means CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney, New South Wales 2060 or UGL Engineering Pty Limited (ABN 96 096 365 972) of Level 10, 40 Miller Street, North Sydney, New South Wales 2060, and **Contractor Entities** means both of them.

Contractor Entity's Obligations means the due and punctual discharge and performance by a Contractor Entity of all of its liabilities, obligations and agreements (present or future, actual or contingent) to the Beneficiary pursuant to or in connection with the D&C Deed and each other Transaction Document, or the work to be carried out or performed by the Contractor Entity under the D&C Deed, and includes any liabilities or obligations which:

- (a) are liquidated or unliquidated;
- (b) are present, prospective or contingent;
- (c) are in existence before or come into existence on or after the date of this Deed;
- (d) relate to the payment of money or the performance or omission of any act;
- (e) sound in damages only; or
- (f) accrue as a result of any Event of Default,

and irrespective of:

- (g) whether the Contractor Entity is liable or obligated solely, or jointly, or jointly and severally with another person;
- (h) the circumstances in which the Beneficiary comes to be owed each liability or obligation and in which each liability or obligation comes to be secured by this Deed, including any assignment of any liability or obligation or of this Deed; or
- (i) the capacity in which the Contractor Entity and the Beneficiary comes to owe or be owed such liability or obligation,

but excluding all of the Contractor Entity's Obligations with respect to payment of the Guaranteed Money.

D&C Deed means the deed dated on or about the date of this Deed between the Beneficiary and the Contractor for the design and construction of the M6 Stage 1.

Encumbrance means a mortgage, charge, pledge, lien, hypothecation, guarantee (including the guarantee under this Deed), indemnity, letter of credit, letter of comfort, performance bond or other avoidance against loss which secures any obligation which is or may be or becomes owing by any other Relevant Person to the Guarantor.

Event of Default means any event which constitutes a breach of, or is duly and properly declared to be an event of default (howsoever described) under, any Transaction Document.

Government Agency means a government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law.

Guaranteed Money means all money which a Contractor Entity (whether alone or with any other person) is or at any time becomes actually or contingently liable to pay to, or

for the account of, the Beneficiary on any account whatsoever under or in connection with the D&C Deed or other Transaction Document including, without limitation, by way of interest, fees, costs, indemnities, charges, duties and expenses, or through payment of damages under or in relation to, or as a consequence of any breach or default of, the D&C Deed or any other Transaction Document.

Guaranteed Obligations means the due and punctual payment of the Guaranteed Money and the due and punctual performance of a Contractor Entity's Obligations.

Insolvency Event means:

- (a) a controller (as defined in section 9 of the *Corporations Act 2001* (Cth)), administrator or similar officer is appointed in respect of a person or any asset of a person;
- (b) a liquidator or provisional liquidator is appointed in respect of a person;
- (c) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, an order is made, a meeting is convened or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in paragraph (a) or (b) of this definition;
 - (ii) winding up or deregistering a person; or
 - (iii) proposing or implementing a scheme of arrangement, other than with the prior approval of the Beneficiary under a solvent scheme of arrangement pursuant to Part 5.1 of the *Corporations Act 2001* (Cth);
- (d) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, a meeting is convened, a resolution is passed or any negotiations are commenced, for the purpose of implementing or agreeing:
 - (i) moratorium of any debts of a person;
 - (ii) any other assignment, composition or arrangement (formal or informal) with a person's creditors; or
 - (iii) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee,or any agreement or other arrangement of the type referred to in this paragraph (d) is ordered, declared or agreed to;
- (e) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), a person is taken to have failed to comply with a statutory demand (as defined in the *Corporations Act 2001* (Cth));
- (f) any writ of execution, garnishee order, mareva injunction or similar order, attachment or other process is made, levied or issued against or in relation to any asset of a person;
- (g) anything analogous to anything referred to in paragraphs (a) to (f) (inclusive) of this definition, or which has a substantially similar effect, occurs with respect to a person under any law; or

- (h) a person is, or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts.

Insolvency Provision means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any Law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any Law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

Material Adverse Effect means, in respect of a person, a material adverse effect on:

- (a) its business, assets or financial condition; or
- (b) its ability to perform its obligations under any Transaction Document.

Relevant Person means the Contractor, the Guarantor and any person who has executed a Security in favour of the Beneficiary.

Security means a mortgage, charge, pledge, lien, hypothecation, guarantee (including the guarantee under this Deed), indemnity (including the indemnity under this Deed), letter of credit, letter of comfort, performance bond, or other assurance against loss which secures the Guaranteed Money, and whether existing at the date of this Deed or at any time in the future.

Specified Rate means ■ above the Overdraft Index Rate fixed from time to time by the Commonwealth Bank of Australia.

Tax means any present or future tax, GST, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest, penalty, fine and expense in connection with any of them) levied or imposed by any Government Agency, other than any imposed on overall net income.

Transaction Document means each of:

- (a) this Deed;
- (b) the D&C Deed;
- (c) any other document which the Guarantor and the Beneficiary so designate in writing;
- (d) each other D&C Document to which the Principal and the Contractor are a party; and
- (e) each document entered into for the purpose of amending, novating, restating or replacing any of the above.

Unpaid Amount means an amount which is not paid on the date on which it is due and payable under this Deed.

1.2 Terms defined in D&C Deed

Defined words and expressions used in this Deed have the meanings given to them in the D&C Deed, unless otherwise stated.

1.3 Interpretation

In this Deed unless the context indicates a contrary intention:

- (a) if the "Contractor" is more than one person, "Contractor" means each of them severally and every two or more of them jointly;
- (b) if the Guarantor is more than one person, "Guarantor" means each of them severally and every two or more of them jointly;
- (c) "person" includes an individual, the estate of an individual, a body politic, a corporation, joint venture (whether incorporated or unincorporated), a partnership, a trust, a statutory or other authority or association;
- (d) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to any document or agreement (including this Deed) is to such document or agreement as amended, novated, ratified, supplemented or replaced from time to time;
- (f) a reference to any authority, institute, association or body is:
 - (i) if that authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that authority, institute, association or body;
- (g) a reference to a statute its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) the word 'includes' in any form is not a word of limitation;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the singular includes the plural (and vice versa) and words denoting a given gender include all other genders;
- (k) headings are for convenience only and do not affect interpretation; and
- (l) unless otherwise stated, a reference to any amount is a reference to all or part of the amount.

1.4 Nature of Guarantor's obligations

Each obligation of the Guarantor under this Deed constitutes a principal, not a secondary or ancillary obligation, to the extent that, without limiting in any way the operation of any of the other provisions of this Deed, any limitation on the liability of the Guarantor which

would otherwise arise by reason of its status as a guarantor, co-guarantor, indemnifier or co-indemnifier, is excluded.

1.5 No contra proferentem

No term or provision of this Deed shall be construed against a party on the basis that the Deed or the term or provision in question was put forward or drafted by that party.

2. GUARANTEE

2.1 Guarantee

The Guarantor irrevocably and (subject to the conditions set out in this Deed) unconditionally guarantees to the Beneficiary:

- (a) the due and punctual payment by each of the Contractor Entities of the Guaranteed Money; and
- (b) the due and punctual performance by each of the Contractor Entities of all of the Contractor Entity's Obligations.

2.2 Payment of Guaranteed Money

If a Contractor Entity does not pay the Guaranteed Money when due, the Guarantor must within 5 Business Days of a written demand pay to the Beneficiary the Guaranteed Money which is then due and payable.

2.3 Perform obligations

If a Contractor Entity defaults in the performance or observance of any of the Contractor Entity's Obligations, the Guarantor shall, in addition to its obligations under clause 2.2 of this Deed, on demand from time to time by the Beneficiary, immediately perform (or procure the performance of) any of the Contractor Entity's Obligations then required to be performed by the Contractor Entity in the same manner and on the same terms as the Contractor Entity is required to perform the Contractor Entity's Obligations.

3. INDEMNITY

Subject to clause 4 (*LIMITATION*), as a covenant separate and distinct from that contained in clause 2.1, the Guarantor irrevocably and (subject to the conditions set out in this Deed) unconditionally agrees to indemnify the Beneficiary and at all times to keep the Beneficiary indemnified against any loss or damage suffered by the Beneficiary arising out of or in connection with:

- (a) any failure by a Contractor Entity to pay the Guaranteed Money duly and punctually; or
- (b) any failure by a Contractor Entity to observe or perform any of the Contractor Entity's Obligations; or
- (c) any Transaction Document being wholly or partly void, voidable or unenforceable against a Contractor Entity or the Guarantor for any reason and whether or not the Beneficiary knew or ought to have known of that reason, with the result in any such case that:

- (i) sums which would (but for the voidness, voidability or unenforceability) have been Guaranteed Money are not recoverable by the Beneficiary under clause 2; or
- (ii) obligations which would (but for the voidness, voidability or unenforceability) have been Contractor Entity's Obligations are not guaranteed under clause 2.3; or
- (d) a disclaimer of any contract (including the D&C Deed) or property made by a liquidator of a Contractor Entity pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* (Cth) or any other applicable laws.

4. LIMITATION

- (a) Notwithstanding any other clause in this Deed but subject to paragraphs 4(a)(i) and 4(c) below:
 - (i) the liability of the Guarantor under this Deed will not exceed the liability which the Guarantor would have had to the Principal arising out of or in connection with the D&C Deed and each other Transaction Document if the Guarantor had been named as a Contractor Entity under the D&C Deed and Transaction Documents (assuming that the D&C Deed and Transaction Documents are valid, binding and enforceable in accordance with their terms);
 - (ii) nothing in this Deed is intended to render a Contractor Entity and the Guarantor liable for the same loss twice for the one breach of the D&C Deed or a Transaction Document by a Contractor Entity; and
 - (iii) payment by a Contractor Entity or the Guarantor to or in favour of the Beneficiary shall be deemed to be good discharge against the Beneficiary in respect of that payment.
- (b) The limitation of liability under this clause 4 does not apply to liability to pay any GST in accordance with clause 8.3 (*Goods and Services Tax*) of this Deed or otherwise.
- (c) Nothing in this clause shall limit the Guarantor's liability for Contractor Entity's Obligations which arise from or would have arisen from unenforceable Contractor Entity's Obligations referred to in clause 3(c) (*INDEMNITY*) of this Deed (if those Contractor Entity's Obligations had not been voided, avoided or unenforceable), subject to such liability not exceeding the liability that a Contractor Entity would have had if the Contractor Entity's Obligations had not been unenforceable Contractor Entity's Obligations.

5. NATURE AND PRESERVATION OF LIABILITY

5.1 Absolute liability

The liability of the Guarantor under this Deed arises immediately on execution and delivery of this Deed by the Guarantor and:

- (a) arises notwithstanding that any person expressed to be a party to this Deed does not execute and deliver this Deed, that there is any invalidity, forgery or irregularity in the execution or purported execution of this Deed by any person, or that this Deed is or becomes unenforceable against any such person for any reason; and

- (b) is not conditional on the entering into by any other person of any other document or agreement which might benefit (directly or indirectly) the Guarantor, or on the satisfaction of any other condition.

5.2 Unconditional liability

The liability of the Guarantor under this Deed will not be affected by anything which, but for this clause 5.2, would release the Guarantor from or reduce that liability, including but not limited to:

- (a) **(Insolvency Event)**: the occurrence before, on or at any time after the date of this Deed, of any Insolvency Event in relation to the Contractor (or any member of the Contractor, if applicable) or the Guarantor;
- (b) **(Distribution)**: the receipt by the Beneficiary of any payment, dividend or distribution under any Insolvency Provision in relation to the Contractor or the Guarantor;
- (c) **(Event of Default)**: the occurrence of any Event of Default;
- (d) **(Invalidity etc.)**: any Security or any Transaction Document being terminated or discharged (whether by any party thereto or by operation of law) or being or becoming void, voidable or unenforceable for any reason;
- (e) **(Other Securities)**: the Beneficiary accepting or declining to accept any Security from any person;
- (f) **(Time or indulgence)**: the Beneficiary granting or agreeing with the Guarantor or the Contractor to grant time, waiver or other indulgence or concession to, or making any composition or compromise with any person whether or not pursuant to any Transaction Document;
- (g) **(Forbearance)**: the Beneficiary not exercising or delaying in the exercise of any remedy or right it has at any time to terminate or enforce its rights under this Deed, any Transaction Document or any Security;
- (h) **(Acquiescence or other omission)**: any laches, acquiescence or other act, neglect, default, omission or mistake by the Beneficiary;
- (i) **(Repudiation)**: the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Beneficiary or the Contractor or the Guarantor of the D&C Deed or any obligations of the Contractor under the D&C Deed;
- (j) **(Variation)**: any variation, novation or alteration to or substitution of this Deed, any Transaction Document or any Security, whether or not that variation, novation or alteration permits or results in a change in the Guaranteed Obligations including the amount of the Guaranteed Money or a change in the date by which it must be paid, or a change in the identity of the Contractor;
- (k) **(Release)**: the partial or conditional release or discharge by the Beneficiary or by operation of law of any Relevant Person from its obligations under any Transaction Document or any Security except only to the extent that the Beneficiary has, in writing, provided a release or discharge which has the effect of reducing the obligations of the Relevant Person;

- (l) **(Securities)**: the Beneficiary enforcing, releasing, disposing of, surrendering, wasting, impairing, destroying, abandoning, prejudicing, or failing or delaying to perfect, maintain, preserve, realise or enforce any Transaction Document or any Security, whether negligently or otherwise;
- (m) **(Accounts)**: the opening or operation of any new account with the Beneficiary by the Contractor;
- (n) **(Change of constitution)**: any change for any reason in the name or manner in which the Beneficiary or any Relevant Person carries on business, including any change in any partnership, firm or association of which the Beneficiary or any Relevant Person is a member;
- (o) **(Disclosure)**: any failure by the Beneficiary to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known by, or which ought to have been known by, the Beneficiary relating to or affecting any Relevant Person before or at any time after the date of this Deed;
- (p) **(Prejudicial conduct)**: any breach by the Beneficiary of any term of any Transaction Document or Security or any other act or omission (negligent or otherwise) of the Beneficiary with regard to any Transaction Document, any Security or any Relevant Person which is prejudicial to the interests of the Guarantor;
- (q) **(Preference)**: any claim by any person that a payment to, receipt by, or other transaction in favour of the Beneficiary in or towards satisfaction of the Guaranteed Money is void, voidable or capable of being set aside under any law relating to bankruptcy, insolvency or liquidation being upheld, conceded or compromised;
- (r) **(Assignment)**: the transfer, assignment or novation by the Beneficiary or any Relevant Person of all or any of its rights or obligations under any Transaction Document or Security to which it is a party;
- (s) **(Death or incapacity)**: (where the Guarantor is an individual) the death or mental incapacity of the Guarantor;
- (t) **(Administration)**: the provisions of section 440J of the *Corporations Act 2001* (Cth) so operating as to prevent or delay:
 - (i) the enforcement of this Deed against the Guarantor; or
 - (ii) any claim for contribution against the Guarantor; or
- (u) **(Disclaimer)**: a disclaimer of any contract (including the D&C Deed) or property made by a liquidator of the Contractor pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* (Cth) or other applicable laws.

5.3 No marshalling

The Beneficiary is under no obligation to marshal or appropriate in favour of the Guarantor or to exercise, apply, transfer or recover in favour of the Guarantor any Security or any funds or assets that the Beneficiary holds, has a claim on, or is entitled to receive.

5.4 Void or voidable transactions

If:

- (a) the Beneficiary has at any time released or discharged:
 - (i) the Guarantor from its obligations under this Deed or any Security executed by the Guarantor; or
 - (ii) any assets of the Guarantor from a Security,in either case in reliance on a payment, receipt or other transaction to or in favour of the Beneficiary;
- (b) that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason, including under a law relating to bankruptcy, insolvency or liquidation; and
- (c) that claim is upheld, conceded or compromised,
then:
- (d) **(Restitution of rights)**: the Beneficiary will immediately become entitled against the Guarantor to all such rights (including under any Security) as it had immediately before that release or discharge;
- (e) **(Restore Beneficiary's position)**: the Guarantor must immediately do all things and execute all documents as the Beneficiary may reasonably require to restore to the Beneficiary all those rights; and
- (f) **(Indemnity)**: the Guarantor must indemnify and keep indemnified the Beneficiary against costs, losses and expenses suffered or incurred by the Beneficiary as a result of the upholding, concession or compromise of the claim.

5.5 No double proof

This Deed constitutes a guarantee of the whole of the Guaranteed Obligations, even if the Beneficiary and the Guarantor have agreed or agree at any time that the Guarantor's liability under this Deed will be limited to a maximum amount. Accordingly, the Guarantor is not entitled to:

- (a) lodge any proof of debt in the winding up of the Contractor;
- (b) exercise any right of subrogation; or
- (c) otherwise be entitled to the benefit of any Security held by the Beneficiary,

with respect to any claim arising as a result of the Guarantor making a payment under this Deed, unless and until the Guaranteed Obligations have been paid, discharged or recovered by the Beneficiary in full.

5.6 Suspense account

The Beneficiary may retain and carry to a suspense account and appropriate at the discretion of the Beneficiary any dividend received by the Beneficiary in the winding up of any Relevant Person, plus any other sums received by the Beneficiary on account of the Guaranteed Money, until the Beneficiary has received the full amount of the Guaranteed Money.

5.7 Proof of debt in competition with Beneficiary

The Guarantor must prove in the winding up of any Relevant Person in respect of any claim it has against that Relevant Person other than a claim arising as a result of the Guarantor making a payment under this Deed, and agrees to hold any dividend received in respect of that proof on trust for the Beneficiary in or towards satisfaction of the Guarantor's obligations under this Deed.

5.8 Claim on the Guarantor

The Beneficiary is not required to take any steps to enforce its rights under any Transaction Document or any Security before enforcing its rights against the Guarantor under this Deed.

5.9 No representation by Beneficiary

The Guarantor acknowledges that in entering into this Deed it has not relied on any representation, warranty or statement by the Beneficiary.

5.10 No contribution

The Guarantor must not make a claim under or enforce any right of contribution it may have against any other Relevant Person unless and until the Guaranteed Obligations have been paid, discharged or recovered by the Beneficiary in full.

6. CORPORATE REPRESENTATIONS AND WARRANTIES

6.1 Representations and warranties

If the Guarantor is a body corporate, it represents and warrants to the Beneficiary that:

- (a) **(Constitution)**: the execution, delivery and performance of this Deed does not violate its constitution or any other document, agreement, law or rules by which it is bound;
- (b) **(Corporate power)**: it has taken all action required to enter into this Deed and to authorise the execution and delivery of this Deed and the performance of its obligations under this Deed;
- (c) **(Filings)**: it has filed all notices and effected all registrations with the Australian Securities and Investments Commission or similar office in its jurisdiction of incorporation and in any other jurisdiction as required by law, and those filings and registrations are current, complete and accurate;
- (d) **(Corporate benefit)**: the execution of this Deed is in the best commercial interests of the Guarantor;
- (e) **(Consideration)**: this Deed is executed for valuable consideration, the receipt and adequacy of which the Guarantor acknowledges;
- (f) **(Status)**: it is not in liquidation, provisional liquidation or receivership, or under administration, and no matter relating to it or any of its subsidiaries is the subject of a direction under, or having effect as if it were a direction under, section 14 of the *Australian Securities and Investments Commission Act 2001* (Cth) ('ASC Law'), or the subject of an investigation under, or taken to be under, the ASC Law;

- (g) **(Ownership of property)**: it has full legal capacity and power to own its property and assets and carry on its business as it is now being conducted;
- (h) **(Ranking of obligations)**: this Deed constitutes a valid and legally binding obligation, enforceable in accordance with its terms, to rank at all times at least equally with all of its other present and future unsecured payment obligations (including, without limitation, contingent obligations), other than those which are mandatorily preferred by law and that the Guarantor has taken all action required to ensure that its obligations under this Deed so rank and will continue to so rank;
- (i) **(No litigation)**: no litigation, arbitration or administrative proceedings are taking place, pending or, to the knowledge of any of its officers, threatened against it or any of its subsidiaries or any of its or their property which, if adversely determined, would be likely to have either separately or in aggregate a Material Adverse Effect on it or any of its subsidiaries;
- (j) **(Financial statements)**: its financial statements current as at the date of this Deed have been prepared in accordance with the laws of Australia or the country of its incorporation and (except where inconsistent with those laws) generally accepted accounting principles consistently applied, and give a true and fair view of the financial condition of it and its subsidiaries as at the date to which they are made up, and of the results of operations for the financial year then ended, and there has been no change since that date having a Material Adverse Effect on it, or on it and its subsidiaries on a consolidated basis;
- (k) **(Other information)**: the written information and reports (if any) which it has given to the Beneficiary in connection with the negotiation and preparation of this Deed:
 - (i) was, when given, true and accurate in all material respects and not misleading, whether by omission or otherwise; and
 - (ii) contain forecasts and opinions all of which were made or formed after due and careful consideration on the part of its relevant officers based on the best information available to it and were fair and reasonable when made or formed; and
- (l) **(No filings or Taxes)**: it is not necessary or desirable to ensure the legality, validity, enforceability or admissibility in evidence of this Deed that this Deed or any other corporate notice or instrument be filed or registered with any Government Agency or that any Taxes be paid.

6.2 Representations and warranties repeated

Except for the representations and warranties in clause 6.1(i) which will not be repeated, each other representation and warranty in this Deed will be repeated on each day whilst any of the Guaranteed Money remains outstanding (whether or not then due for payment) with reference to the facts and circumstances then subsisting, as if made on each such day.

6.3 Reliance on representations and warranties

The Guarantor acknowledges that the Beneficiary entered into the D&C Deed in reliance on the representations and warranties in this clause 6.

6.4 No representations to Guarantor

The Guarantor confirms that it has not executed this Deed as a result of or in reliance upon any promise, representation, statement or information of any kind or nature whatever given or offered to it by or on behalf of the Beneficiary whether in answer to any inquiry by or on behalf of the Guarantor or not.

7. PAYMENTS

7.1 On demand

All money payable by the Guarantor under this Deed must be paid within 5 Business Days of a written demand by the Beneficiary in immediately available funds to the account and in the manner notified from time to time by the Beneficiary to the Guarantor.

7.2 Payment in gross

All money received or recovered by the Beneficiary on account of the Guaranteed Money will be treated as payments in gross.

7.3 Appropriation of payments

The Beneficiary may appropriate any money received by it under or in respect of this Deed, any Transaction Document or any Security in the manner and order and at all times as the Beneficiary in its absolute discretion determines.

7.4 Interest

Other than where a Transaction Document provides for the payment of interest on amounts due and payable and unpaid, the Guarantor must on demand by the Beneficiary from time to time pay interest on all Unpaid Amounts. Interest will accrue on those amounts from day to day from the due date up to the date of actual payment at the Specified Rate and, if not paid when due, will itself bear interest in accordance with this clause 7.4. Interest is calculated on the basis of the actual number of days on which interest has accrued and on a 365 day year provided that interest will not be payable under this clause to the extent that interest for late payment to the Principal is incorporated into the calculation of the amount payable under the D&C Deed.

7.5 Merger

If the liability of the Guarantor to pay to the Beneficiary any money under this Deed becomes merged in any judgment or order, then as an independent obligation the Guarantor must pay interest on the amount of that money at the rate which is the higher of that payable under clause 7.4 and that fixed by or payable under the judgment or order.

7.6 Withholding for Taxes

All payments by the Guarantor under this Deed will be without deduction or withholding for any present or future Taxes unless the Guarantor is compelled by law to make any deduction or withholding and if this is the case (other than in the case of taxes on the net income of the Beneficiary), the Guarantor must pay to the Beneficiary any additional amounts as are necessary to enable the Beneficiary to receive, after all those deductions and withholdings, a net amount equal to the full amount which would otherwise have been payable had no deduction or withholding been required to be made.

7.7 Currency indemnity

- (a) The Australian dollar is the currency of payment by the Guarantor under or in connection with this Deed, except that payment by the Guarantor of or in relation to any of the Guaranteed Obligations which is denominated in a foreign currency must be made in that foreign currency.
- (b) If for any reason any amount payable by the Guarantor under or in connection with this Deed is received by the Beneficiary in a currency (**Payment Currency**) other than the currency (**Agreed Currency**) in which that amount is required to be paid under this Deed (whether as a result of any judgment or order, the liquidation of the Guarantor or otherwise), and the amount obtained (net of charges) by the Beneficiary on its conversion of the amount of the Payment Currency received into the Agreed Currency is less than the amount payable under this Deed in the Agreed Currency, then the Guarantor will, as an independent and additional obligation, indemnify the Beneficiary for that deficiency and for any loss sustained as a result of that deficiency.

8. EXPENSES, STAMP DUTY AND GST

8.1 Expenses

The Guarantor must on demand indemnify and keep indemnified the Beneficiary against all reasonable expenses, including legal fees, costs and disbursements on a solicitor/own client basis (or on a full indemnity basis, whichever is higher) assessed without the necessity of taxation, incurred by the Beneficiary in connection with:

- (a) (**Amendment**): any consent, agreement, approval, waiver, amendment to or discharge of this Deed; and
- (b) (**Enforcement**): any exercise, enforcement or preservation, or attempted enforcement or preservation, of any rights under this Deed.

8.2 Stamp duties

The Guarantor must:

- (a) (**Payment of all duties**): pay all stamp duties, registration and similar Taxes, including fines and penalties, financial institutions duty (if any) and debits tax (if any) in connection with the execution, delivery, performance, enforcement or attempted enforcement of this Deed or any payment or other transaction under or contemplated in this Deed; and
- (b) (**Indemnity**): indemnify and keep indemnified the Beneficiary against any loss or liability incurred or suffered by it as a result of the delay or failure by the Guarantor to pay Taxes that are required to be paid by the Guarantor under clause 8.2(a).

8.3 Goods and Services Tax

- (a) Capitalised expressions which are not defined in this clause 8.3 but which have a defined meaning in the GST Law have the same meaning in this clause 8.3.

In this clause 8.3 and elsewhere in this Deed where relevant:

- (i) GST means the goods and services tax imposed by the GST Law including, where relevant, any related interest, penalties, fines or other charge arising

directly as a result of a default by the Guarantor of an obligation under this Deed;

- (ii) GST Amount means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a Taxable Supply) by the prevailing rate of GST;
 - (iii) GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
 - (iv) Payment means:
 - (A) the amount of any monetary consideration (other than a GST Amount payable under this clause 8.3); and
 - (B) the GST Exclusive Market Value of any non-monetary consideration, paid or provided by the Guarantor for any Supply made under or in connection with this Deed or the D&C Deed and includes an amount payable by way of indemnity, reimbursement, compensation or damages.
- (b) The parties agree that:
- (i) all Payments have been set or determined at an amount which is net of GST;
 - (ii) if the whole or any part of a Payment is the consideration for a Taxable Supply made by the Beneficiary, the GST Amount in respect of the Payment must be paid by, or on behalf of, the Guarantor to the Beneficiary as any additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
 - (iii) the Beneficiary will provide a Tax Invoice, before any GST Amount is payable under this clause 8.3(b).
- (c) If a payment (including a Payment as defined in this clause 8.3) to the Beneficiary by the Guarantor under this Deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by the Beneficiary, then the payment will be reduced by the amount of any input tax credit to which the Beneficiary is entitled for that loss, cost or expense.

9. ASSIGNMENTS

9.1 The Guarantor

The Guarantor must not assign, novate or otherwise deal with all or any part of its rights and obligations under this Deed without the prior written consent of the Beneficiary.

9.2 The Beneficiary

The Beneficiary may at any time assign, novate or otherwise transfer all or any part of its rights under this Deed to any party to whom it validly assigns the benefit of, or novates,

the D&C Deed and may disclose to a proposed assignee, novatee or transferee any information in the possession of the Beneficiary relating to the Guarantor.

10. GOVERNING LAW AND JURISDICTION

10.1 Governing law

This Deed and where applicable, the arbitration reference contained in clause 10.3 of Schedule A, is governed by and will be construed in accordance with the laws of the State or Territory which govern the D&C Deed.

10.2 Jurisdiction

- (a) **(Acceptance of jurisdiction)**: The Guarantor irrevocably submits to and accepts, generally and unconditionally, the non-exclusive jurisdiction of the courts and appellate courts of the State or Territory whose laws govern this Deed with respect to any legal action or proceedings which may be brought at any time relating in any way to this Deed.
- (b) **(No objection to inconvenient forum)**: The Guarantor irrevocably waives any objection it may now or in the future have to the venue of any action or proceeding, and any claim it may now or in the future have that any action or proceeding has been brought in an inconvenient forum.

11. MISCELLANEOUS

11.1 Certificate of Beneficiary

A certificate in writing of the Beneficiary:

- (a) certifying the amount payable by a Contractor Entity or the Guarantor to the Beneficiary will be prima facie evidence of the contents of the certificate; or
- (b) stating any other act, matter or thing relating to this Deed, any Transaction Document or any Security will be prima facie evidence of the contents of the Beneficiary's representations made in the certificate.

11.2 Notices

Every notice or other communication to be given or made under or arising from this Deed:

- (a) must be in writing;
- (b) must be signed by a person duly authorised to do so by the sender;
- (c) will be deemed to have been duly given or made to a person if delivered or posted by prepaid post to the address, or sent by fax to the fax number of that person set out in clause 11.3 (or any other address or fax number as is notified in writing by that person to the other parties from time to time); and
- (d) will be deemed to be given or made:
 - (i) (in the case of prepaid post) on the fifth day after the date of posting;
 - (ii) (in the case of delivery by hand) on delivery; and
 - (iii) (in the case of fax) on receipt of a transmission report confirming successful transmission.

11.3 Address for notices

The addresses and fax numbers of the parties for the purposes of clause 11.2 are:

The Guarantor

Address: Level 25, 177 Pacific Highway, North Sydney NSW 2060

Fax No.: N/A

Attention: Company Secretary (CompanySecretariat@cimic.com.au)

The Beneficiary

Address: 20-44 Ennis Road, Milsons Point, New South Wales, 2061

Fax No.: N/A

Attention: Executive Director Commercial Services

11.4 Continuing obligation

This Deed will be a continuing obligation notwithstanding any termination by the Guarantor, settlement of account, intervening payment, a disclaimer of any contract (including any Transaction Document) or property made by a liquidator of the Contractor pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* (Cth) or other applicable laws, express or implied revocation or any other matter or thing, and continues to entitle the Beneficiary to the due and punctual payment of any of the Guaranteed Money which becomes due or owing or is incurred after termination, settlement of account, payment, revocation or other matter or thing until a final discharge has been given to the Guarantor.

11.5 Further assurance

The Guarantor will immediately on demand by the Beneficiary, and at the entire cost and expense of the Guarantor, perform all things and execute all agreements, assurances and other documents as the Beneficiary reasonably requires, to perfect or give effect to the rights and powers of the Beneficiary created, or intended to be created, by this Deed.

11.6 Form of demand

A demand on the Guarantor for performance under this Deed may be in the form and contain any information as the Beneficiary determines. Where the demand relates to the payment of Guaranteed Money it shall specify the amount demanded and the basis of the calculation.

11.7 Severability of provisions

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

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

11.8 Remedies cumulative

The rights and remedies conferred by this Deed on the Beneficiary are cumulative and in addition to all other rights or remedies available to the Beneficiary by law or by virtue of any Transaction Document or any Security.

11.9 Waiver

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Deed by the Beneficiary will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed.
- (b) Any waiver, consent or approval given by the Beneficiary under this Deed will only be effective and binding on the Beneficiary if it is given or confirmed in writing by the Beneficiary, or given verbally and subsequently confirmed in writing by the Beneficiary.
- (c) No waiver by the Beneficiary of a breach of any term of this Deed will operate as a waiver of another breach of that term or of a breach of any other term of this Deed.

11.10 Consents and approvals

Where under this Deed the consent or approval of the Beneficiary is required to any act or thing then, unless expressly provided otherwise in this Deed, that consent or approval may be given or withheld in the absolute and unfettered discretion of the Beneficiary.

11.11 Moratorium legislation

To the fullest extent permitted by law, the provisions of all legislation whether existing now or in the future, operating directly or indirectly:

- (a) to lessen or otherwise to vary or affect in favour of the Guarantor any obligation under this Deed; or
- (b) to delay or otherwise prevent or prejudicially affect the exercise of any rights or remedies conferred on the Beneficiary under this Deed,

are expressly waived and excluded.

11.12 Debit accounts and set-off

The Beneficiary may without prior notice to the Guarantor set-off any amount which is owing on any account whatsoever by the Beneficiary to the Guarantor under the Transaction Documents against any liability of the Guarantor to the Beneficiary under this Deed. The rights of the Beneficiary under this clause 11.12 are without prejudice and in addition to any other right or remedy to which it is at any time entitled.

11.13 Counterparts

This Deed may be executed in any number of counterparts and by the different parties on different counterparts, each of which constitutes an original of this Deed, and all of which together constitute one and the same instrument.

11.14 Execution by less than all parties

This Deed binds each of the persons executing it notwithstanding:

- (a) that one or more of the persons named in this Deed as a Guarantor may not execute or may not become or may cease to be bound by this Deed; or
- (b) that the Beneficiary may not execute or may only subsequently execute this Deed.

11.15 Resolution of disputes binding

The settlement or the final resolution of any dispute arising under or in connection with the D&C Deed, including any dispute as to the Contractor's liability under or in connection with the D&C Deed, in accordance with the procedures provided for in the D&C Deed or otherwise as agreed between the parties in the D&C Deed, will be final and binding on the Guarantor and the Beneficiary, and the Guarantor and Beneficiary will not reopen, revisit or otherwise dispute that settlement or resolution and the subject matter of that settlement or resolution.

11.16 No right to be heard

To the fullest extent permitted by law, the Guarantor waives and expressly disclaims any right to be heard at or appear in any proceedings (whether judicial, arbitral, administrative or of any other nature including but not limited to any alternative dispute resolution) conducted for the purpose of settling or resolving or attempting to settle or resolve any dispute referred to in clause 11.15 or otherwise to be involved in the settlement or resolution of any such dispute.

11.17 Civil Liability Act

- (a) It is agreed that the operation of Part 4 of the *Civil Liability Act 2002 (NSW)* is excluded in relation to all and any rights, obligations and liabilities under this Deed whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise.
- (b) Without limiting the generality of clause 11.17(a), it is further agreed that the rights, obligations and liabilities of the Beneficiary and the Guarantor (including those relating to proportionate liability) are as specified in this Deed and not otherwise whether such rights, obligations and liabilities are sought to be enforced by a claim in contract, tort or otherwise.

Executed as a deed

Signed sealed and delivered for
CIMIC Group Limited ABN 57 004 482 982
under Power of Attorney dated

sign here ►

Attorney

Attorney

print name

in the presence of

sign here ►

Witness

Witness

print name

Signed sealed and delivered for and on behalf of
Transport for NSW ABN 18 804 239 602 by its
authorised delegate in the presence of:

Signature of witness

Name of witness

Date

Signature of authorised delegate

Name of authorised delegate

Date

Schedule A

Dispute provisions for certain foreign Guarantors

(Clause 10)

Explanatory Note: Where the Guarantor is a foreign entity and resident in a jurisdiction with reciprocity of treatment in relation to the enforcement of judgments for the purposes of the *Foreign Judgments Act 1991* (Cth), clause 10.2 of the Deed will apply. If, however, the Guarantor is a foreign entity and resident in a jurisdiction where there is no reciprocity, clause 10.1 of the Deed and clauses 10.3 to 10.8 of this Schedule will apply.

10.3 Reference to arbitration

- (a) Any controversy, claim or dispute directly or indirectly based upon, arising out of, relating to or in connection with this Deed (including but not limited to any question relating to the existence, validity or termination of this Deed) shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as the ACICA Arbitration Rules).
- (b) The seat of the arbitration will be Sydney.
- (c) The number of arbitrators will be three.
- (d) The language of the arbitration will be English.

10.4 General principles

The parties further agree to the following general principles relating to the procedure of the arbitration:

- (a) that they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any dispute;
- (b) that any arbitration conducted pursuant to this clause 10 shall not necessarily mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitral tribunal;
- (c) that in conducting the arbitration, the arbitral tribunal must take into account the matters set out above, particularly in deciding issues such as:
 - (i) how many written submissions will be allowed;
 - (ii) where appropriate, the length of written submissions;
 - (iii) the extent of document discovery permitted, if any;
 - (iv) the consolidation of arbitration proceedings, when requested;
 - (v) the joinder of parties or the consolidation of proceedings, when requested;
 - (vi) the length of any hearing; and
 - (vii) the number of experts, if any, each party is allowed to appoint; and
- (d) that the arbitral tribunal has the power to grant all legal, equitable and statutory remedies, except punitive damages.

10.5 Expedited proceedings

- (a) The parties agree that the arbitral tribunal will conduct the arbitration as expeditiously as possible and no party will unnecessarily delay the arbitration proceedings.
- (b) All evidence in chief will be in writing, unless otherwise ordered by the arbitral tribunal.
- (c) Each party may only rely upon one expert witness in respect of any recognised area of specialisation, unless otherwise ordered by the arbitral tribunal.
- (d) After consultation with the parties the arbitral tribunal will determine whether to conduct the proceedings on the basis of documents and other materials only or whether an oral hearing will be held. In doing so the arbitral tribunal shall have particular regard to the parties' request for an expedited procedure and the rules of natural justice.
- (e) If the arbitral tribunal determines that an oral hearing will be conducted, the following principles will apply in respect of the oral hearing:
 - (i) the duration of the oral hearings shall be fixed by the arbitral tribunal;
 - (ii) unless otherwise ordered by the arbitral tribunal, the oral hearing shall be conducted on a stop-clock basis with the effect that the time available to the parties will be split equally between the parties so that each party shall have the same time to conduct its case unless, in the opinion of the arbitral tribunal, such a split would breach the rules of natural justice or is unfair to one of the parties;
 - (iii) oral evidence in chief at the hearing shall be permitted only with the permission of the arbitral tribunal for good cause;
 - (iv) not less than 14 days prior to the date fixed for the oral hearing, or any other period of time specified by the arbitral tribunal, each party shall give written notice of those witnesses (both factual and expert) of the other party that it wishes to attend the hearing for cross-examination; and
 - (v) in exceptional circumstances the arbitral tribunal may extend the time for the oral hearing set pursuant to clause 10.5(e)(i) above.

10.6 Consolidation

The parties agree that section 24 of the *International Arbitration Act 1974* (Cth) will apply in respect of consolidations.

10.7 Joinder

The arbitral tribunal has the power, on the application of any party to this arbitration agreement, to allow a third party who the arbitral tribunal considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party to this Deed hereby consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitral tribunal has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.

10.8 **Award final and binding**

Any award will be final and binding upon the parties.

Schedule B

Joint Venture provisions

Explanatory Note: If the Contractor is a Joint Venture, the following amendments to the Deed apply:

- (i) The definition of 'Relevant Person' is amended to read:

Relevant Person means the Contractor, each Contractor Guarantor and any person who has executed a Security in favour of the Beneficiary.

- (ii) Clause 2.2 is amended to read:

2.2 Payment of Guaranteed Money

- (a) Subject to clause 2.2(b), if a Contractor Entity does not pay the Guaranteed Money when due, the Guarantor must within 5 Business Days of a written demand pay to the Beneficiary the Guaranteed Money which is then due and payable.
- (b) The Guarantor shall not be liable to pay to the Beneficiary any part or parts of the Guaranteed Money which have been paid to the Beneficiary by another Contractor Guarantor.

- (iii) Clause 2.3 is amended to read:

2.3 Perform obligations

- (a) Subject to 2.3(b), if a Contractor Entity defaults in the performance or observance of any of the Contractor Entity's Obligations, the Guarantor shall, in addition to its obligations under clause 2.2 of this Deed, on demand from time to time by the Beneficiary, immediately perform (or procure the performance of) any of the Contractor Entity's Obligations then required to be performed by the Contractor Entity in the same manner and on the same terms as the Contractor Entity is required to perform the Contractor Entity's Obligations.
- (b) The Guarantor shall not be responsible for performing the Contractor Entity's Obligations to the extent the relevant Contractor Entity's Obligations have been performed by another Contractor Guarantor.

- (iv) The first paragraph of clause 5.2 is amended to read:

5.2 Unconditional liability

Except to the extent of a reduction in the Guarantor's liability expressly provided for in clauses 2.2(b) or 2.3(b), the liability of the Guarantor under this Deed will not be affected by any thing which, but for this clause 5.2, would release the Guarantor from or reduce that liability, including but not limited to:

- (v) Clause 5.2 (t) is amended to read:

(t) (**Administration**): the provisions of section 440J of the *Corporations Act 2001* (Cth) so operating as to prevent or delay:

- (i) the enforcement of this Deed against the Guarantor or a parent company guarantee given by another Contractor Guarantor; or
- (ii) any claim for contribution against the Guarantor or another Contractor Guarantor; or

(vi) Clause 5.3 is amended to read:

5.3 No marshalling

The Beneficiary is under no obligation to marshal or appropriate in favour of any Contractor Guarantor or to exercise, apply, transfer or recover in favour of any Contractor Guarantor any Security or any funds or assets that the Beneficiary holds, has a claim on, or is entitled to receive.

(vii) Clause 11.15 is amended to read:

11.15 Resolution of disputes binding

The settlement or the final resolution of any dispute arising under or in connection with the D&C Deed, including any dispute as to the Contractor's liability under or in connection with the D&C Deed, in accordance with the procedures provided for in the D&C Deed or otherwise as agreed between the parties in the D&C Deed, will be final and binding on each of the Contractor Guarantors and the Beneficiary, and a Contractor Guarantor and the Beneficiary will not reopen, revisit or otherwise dispute that settlement or resolution and the subject matter of that settlement or resolution.

PART B

Parent Company Guarantee

In relation to the Design and Construction of the M6 Stage 1

Transport for NSW (ABN 18 804 239 602)

Deed of Guarantee and Indemnity

made at _____ on _____ 2021

between **Transport for NSW** (ABN 18 804 239 602) a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW) of 20-44 Ennis Road MILSONS POINT NSW 2061

(Beneficiary)

and **Ghella S.p.A**, a company Incorporated as a "società per azioni" with its registered office in Via Pietro Borsieri, 2/A, 00195, Rome Italy under registration number 00462220583.

(Guarantor)

Recitals

- (A) The Beneficiary intends to enter into the D&C Deed with the Contractor on the condition that the Guarantor provides this Deed.
- (B) The Guarantor wishes to guarantee to the Beneficiary the Guaranteed Obligations in accordance with this Deed.
- (C) The Guarantor considers that by providing this Deed there will be a commercial benefit to the Guarantor.

This Deed witnesses

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Contractor means:

- (a) CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney, New South Wales 2060;
- (b) Ghella Pty Ltd (ABN 85 142 392 461) of Level 12, 2 Elizabeth Plaza, North Sydney, New South Wales 2060; and
- (c) UGL Engineering Pty Limited (ABN 96 096 365 972) of Level 10, 40 Miller Street, North Sydney, New South Wales 2060.

Contractor Entity means Ghella Pty Ltd (ABN 85 142 392 461) of Level 12, 2 Elizabeth Plaza, North Sydney, New South Wales 2060.

Contractor Entity's Obligations means the due and punctual discharge and performance by the Contractor Entity of all of its liabilities, obligations and agreements (present or future, actual or contingent) to the Beneficiary pursuant to or in connection with the D&C Deed and each other Transaction Document, or the work to be carried out or performed by the Contractor Entity under the D&C Deed, and includes any liabilities or obligations which:

- (a) are liquidated or unliquidated;
- (b) are present, prospective or contingent;
- (c) are in existence before or come into existence on or after the date of this Deed;
- (d) relate to the payment of money or the performance or omission of any act;
- (e) sound in damages only; or
- (f) accrue as a result of any Event of Default,

and irrespective of:

- (g) whether the Contractor Entity is liable or obligated solely, or jointly, or jointly and severally with another person;
- (h) the circumstances in which the Beneficiary comes to be owed each liability or obligation and in which each liability or obligation comes to be secured by this Deed, including any assignment of any liability or obligation or of this Deed; or
- (i) the capacity in which the Contractor Entity and the Beneficiary comes to owe or be owed such liability or obligation,

but excluding all of the Contractor Entity's Obligations with respect to payment of the Guaranteed Money.

D&C Deed means the deed dated on or about the date of this Deed between the Beneficiary and the Contractor for the design and construction of the M6 Stage 1.

Encumbrance means a mortgage, charge, pledge, lien, hypothecation, guarantee (including the guarantee under this Deed), indemnity, letter of credit, letter of comfort, performance bond or other avoidance against loss which secures any obligation which is or may be or becomes owing by any other Relevant Person to the Guarantor.

Event of Default means any event which constitutes a breach of, or is duly and properly declared to be an event of default (howsoever described) under, any Transaction Document.

Government Agency means a government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law.

Guaranteed Money means all money which the Contractor Entity (whether alone or with any other person) is or at any time becomes actually or contingently liable to pay to, or

for the account of, the Beneficiary on any account whatsoever under or in connection with the D&C Deed or other Transaction Document including, without limitation, by way of interest, fees, costs, indemnities, charges, duties and expenses, or through payment of damages under or in relation to, or as a consequence of any breach or default of, the D&C Deed or any other Transaction Document.

Guaranteed Obligations means the due and punctual payment of the Guaranteed Money and the due and punctual performance of the Contractor Entity's Obligations.

Insolvency Event means:

- (a) a controller (as defined in section 9 of the *Corporations Act 2001* (Cth)), administrator or similar officer is appointed in respect of a person or any asset of a person;
- (b) a liquidator or provisional liquidator is appointed in respect of a person;
- (c) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, an order is made, a meeting is convened or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in paragraph (a) or (b) of this definition;
 - (ii) winding up or deregistering a person; or
 - (iii) proposing or implementing a scheme of arrangement, other than with the prior approval of the Beneficiary under a solvent scheme of arrangement pursuant to Part 5.1 of the *Corporations Act 2001* (Cth);
- (d) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, a meeting is convened, a resolution is passed or any negotiations are commenced, for the purpose of implementing or agreeing:
 - (i) moratorium of any debts of a person;
 - (ii) any other assignment, composition or arrangement (formal or informal) with a person's creditors; or
 - (iii) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee,or any agreement or other arrangement of the type referred to in this paragraph (d) is ordered, declared or agreed to;
- (e) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), a person is taken to have failed to comply with a statutory demand (as defined in the *Corporations Act 2001* (Cth));
- (f) any writ of execution, garnishee order, mareva injunction or similar order, attachment or other process is made, levied or issued against or in relation to any asset of a person;
- (g) anything analogous to anything referred to in paragraphs (a) to (f) (inclusive) of this definition, or which has a substantially similar effect, occurs with respect to a person under any law; or

- (h) a person is, or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts.

Insolvency Provision means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any Law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any Law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

Material Adverse Effect means, in respect of a person, a material adverse effect on:

- (a) its business, assets or financial condition; or
- (b) its ability to perform its obligations under any Transaction Document.

Relevant Person means the Contractor, the Guarantor and any person who has executed a Security in favour of the Beneficiary.

Security means a mortgage, charge, pledge, lien, hypothecation, guarantee (including the guarantee under this Deed), indemnity (including the indemnity under this Deed), letter of credit, letter of comfort, performance bond, or other assurance against loss which secures the Guaranteed Money, and whether existing at the date of this Deed or at any time in the future.

Specified Rate means [REDACTED] above the Overdraft Index Rate fixed from time to time by the Commonwealth Bank of Australia.

Tax means any present or future tax, GST, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest, penalty, fine and expense in connection with any of them) levied or imposed by any Government Agency, other than any imposed on overall net income.

Transaction Document means each of:

- (a) this Deed;
- (b) the D&C Deed;
- (c) any other document which the Guarantor and the Beneficiary so designate in writing;
- (d) each other D&C Document to which the Principal and the Contractor are a party; and
- (e) each document entered into for the purpose of amending, novating, restating or replacing any of the above.

Unpaid Amount means an amount which is not paid on the date on which it is due and payable under this Deed.

1.2 Terms defined in D&C Deed

Defined words and expressions used in this Deed have the meanings given to them in the D&C Deed, unless otherwise stated.

1.3 Interpretation

In this Deed unless the context indicates a contrary intention:

- (a) if the "Contractor" is more than one person, "Contractor" means each of them severally and every two or more of them jointly;
- (b) if the Guarantor is more than one person, "Guarantor" means each of them severally and every two or more of them jointly;
- (c) "person" includes an individual, the estate of an individual, a body politic, a corporation, joint venture (whether incorporated or unincorporated), a partnership, a trust, a statutory or other authority or association;
- (d) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to any document or agreement (including this Deed) is to such document or agreement as amended, novated, ratified, supplemented or replaced from time to time;
- (f) a reference to any authority, institute, association or body is:
 - (i) if that authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that authority, institute, association or body;
- (g) a reference to a statute its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) the word 'includes' in any form is not a word of limitation;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the singular includes the plural (and vice versa) and words denoting a given gender include all other genders;
- (k) headings are for convenience only and do not affect interpretation; and
- (l) unless otherwise stated, a reference to any amount is a reference to all or part of the amount.

1.4 Nature of Guarantor's obligations

Each obligation of the Guarantor under this Deed constitutes a principal, not a secondary or ancillary obligation, to the extent that, without limiting in any way the operation of any of the other provisions of this Deed, any limitation on the liability of the Guarantor which

would otherwise arise by reason of its status as a guarantor, co-guarantor, indemnifier or co-indemnifier, is excluded.

1.5 No contra proferentem

No term or provision of this Deed shall be construed against a party on the basis that the Deed or the term or provision in question was put forward or drafted by that party.

2. GUARANTEE

2.1 Guarantee

The Guarantor irrevocably and (subject to the conditions set out in this Deed) unconditionally guarantees to the Beneficiary:

- (a) the due and punctual payment by the Contractor Entity of the Guaranteed Money; and
- (b) the due and punctual performance by the Contractor Entity of all of the Contractor Entity's Obligations.

2.2 Payment of Guaranteed Money

If the Contractor Entity does not pay the Guaranteed Money when due, the Guarantor must within 5 Business Days of a written demand pay to the Beneficiary the Guaranteed Money which is then due and payable.

2.3 Perform obligations

If the Contractor Entity defaults in the performance or observance of any of the Contractor Entity's Obligations, the Guarantor shall, in addition to its obligations under clause 2.2 of this Deed, on demand from time to time by the Beneficiary, immediately perform (or procure the performance of) any of the Contractor Entity's Obligations then required to be performed by the Contractor Entity in the same manner and on the same terms as the Contractor Entity is required to perform the Contractor Entity's Obligations.

3. INDEMNITY

Subject to clause 4 (*LIMITATION*), as a covenant separate and distinct from that contained in clause 2.1, the Guarantor irrevocably and (subject to the conditions set out in this Deed) unconditionally agrees to indemnify the Beneficiary and at all times to keep the Beneficiary indemnified against any loss or damage suffered by the Beneficiary arising out of or in connection with:

- (a) any failure by the Contractor Entity to pay the Guaranteed Money duly and punctually; or
- (b) any failure by the Contractor Entity to observe or perform any of the Contractor Entity's Obligations; or
- (c) any Transaction Document being wholly or partly void, voidable or unenforceable against the Contractor Entity or the Guarantor for any reason and whether or not the Beneficiary knew or ought to have known of that reason, with the result in any such case that:

- (i) sums which would (but for the voidness, voidability or unenforceability) have been Guaranteed Money are not recoverable by the Beneficiary under clause 2; or
- (ii) obligations which would (but for the voidness, voidability or unenforceability) have been Contractor Entity's Obligations are not guaranteed under clause 2.3; or
- (d) a disclaimer of any contract (including the D&C Deed) or property made by a liquidator of the Contractor Entity pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* (Cth) or any other applicable laws.

4. LIMITATION

- (a) Notwithstanding any other clause in this Deed but subject to paragraphs 4(a)(i), 4(c), 4(d) and 4(e) below:
 - (i) the liability of the Guarantor under this Deed will not exceed the liability which the Guarantor would have had to the Principal arising out of or in connection with the D&C Deed and each other Transaction Document if the Guarantor had been named as the Contractor Entity under the D&C Deed and Transaction Documents (assuming that the D&C Deed and Transaction Documents are valid, binding and enforceable in accordance with their terms);
 - (ii) nothing in this Deed is intended to render the Contractor Entity and the Guarantor liable for the same loss twice for the one breach of the D&C Deed or a Transaction Document by the Contractor Entity; and
 - (iii) payment by one of the Contractor Entity or the Guarantor to or in favour of the Beneficiary shall be deemed to be good discharge against the Beneficiary in respect of that payment.
- (b) The limitation of liability under this clause 4 does not apply to liability to pay any GST in accordance with clause 8.3 (*Goods and Services Tax*) of this Deed or otherwise.
- (c) Nothing in this clause shall limit the Guarantor's liability for Contractor Entity's Obligations which arise from or would have arisen from unenforceable Contractor Entity's Obligations referred to in clause 3(c) (*INDEMNITY*) of this Deed (if those Contractor Entity's Obligations had not been voided, avoided or unenforceable), subject to such liability not exceeding the liability that the Contractor Entity would have had if the Contractor Entity's Obligations had not been unenforceable Contractor Entity's Obligations.
- (d) The obligations and liabilities of the Guarantor under this Deed will expire when all of the Contractor Entity's Obligations and the Guaranteed Money have been performed in or paid in full and all obligations in connection with this Deed have been discharged in full.
- (e) Only to the extent that any law applicable to the operation and enforcement of this Deed requires a maximum monetary cap on the liability of the Guarantor for this Deed to be enforceable, the Guarantor's total aggregate liability under this Deed is limited to an amount equal to [REDACTED]

5. NATURE AND PRESERVATION OF LIABILITY

5.1 Absolute liability

The liability of the Guarantor under this Deed arises immediately on execution and delivery of this Deed by the Guarantor and:

- (a) arises notwithstanding that any person expressed to be a party to this Deed does not execute and deliver this Deed, that there is any invalidity, forgery or irregularity in the execution or purported execution of this Deed by any person, or that this Deed is or becomes unenforceable against any such person for any reason; and
- (b) is not conditional on the entering into by any other person of any other document or agreement which might benefit (directly or indirectly) the Guarantor, or on the satisfaction of any other condition.

5.2 Unconditional liability

The liability of the Guarantor under this Deed will not be affected by anything which, but for this clause 5.2, would release the Guarantor from or reduce that liability, including but not limited to:

- (a) **(Insolvency Event)**: the occurrence before, on or at any time after the date of this Deed, of any Insolvency Event in relation to the Contractor (or any member of the Contractor, if applicable) or the Guarantor;
- (b) **(Distribution)**: the receipt by the Beneficiary of any payment, dividend or distribution under any Insolvency Provision in relation to the Contractor or the Guarantor;
- (c) **(Event of Default)**: the occurrence of any Event of Default;
- (d) **(Invalidity etc.)**: any Security or any Transaction Document being terminated or discharged (whether by any party thereto or by operation of law) or being or becoming void, voidable or unenforceable for any reason;
- (e) **(Other Securities)**: the Beneficiary accepting or declining to accept any Security from any person;
- (f) **(Time or indulgence)**: the Beneficiary granting or agreeing with the Guarantor or the Contractor to grant time, waiver or other indulgence or concession to, or making any composition or compromise with any person whether or not pursuant to any Transaction Document;
- (g) **(Forbearance)**: the Beneficiary not exercising or delaying in the exercise of any remedy or right it has at any time to terminate or enforce its rights under this Deed, any Transaction Document or any Security;
- (h) **(Acquiescence or other omission)**: any laches, acquiescence or other act, neglect, default, omission or mistake by the Beneficiary;
- (i) **(Repudiation)**: the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Beneficiary or the Contractor or the Guarantor of the D&C Deed or any obligations of the Contractor under the D&C Deed;

- (j) **(Variation)**: any variation, novation or alteration to or substitution of this Deed, any Transaction Document or any Security, whether or not that variation, novation or alteration permits or results in a change in the Guaranteed Obligations including the amount of the Guaranteed Money or a change in the date by which it must be paid, or a change in the identity of the Contractor;
- (k) **(Release)**: the partial or conditional release or discharge by the Beneficiary or by operation of law of any Relevant Person from its obligations under any Transaction Document or any Security except only to the extent that the Beneficiary has, in writing, provided a release or discharge which has the effect of reducing the obligations of the Relevant Person;
- (l) **(Securities)**: the Beneficiary enforcing, releasing, disposing of, surrendering, wasting, impairing, destroying, abandoning, prejudicing, or failing or delaying to perfect, maintain, preserve, realise or enforce any Transaction Document or any Security, whether negligently or otherwise;
- (m) **(Accounts)**: the opening or operation of any new account with the Beneficiary by the Contractor;
- (n) **(Change of constitution)**: any change for any reason in the name or manner in which the Beneficiary or any Relevant Person carries on business, including any change in any partnership, firm or association of which the Beneficiary or any Relevant Person is a member;
- (o) **(Disclosure)**: any failure by the Beneficiary to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known by, or which ought to have been known by, the Beneficiary relating to or affecting any Relevant Person before or at any time after the date of this Deed;
- (p) **(Prejudicial conduct)**: any breach by the Beneficiary of any term of any Transaction Document or Security or any other act or omission (negligent or otherwise) of the Beneficiary with regard to any Transaction Document, any Security or any Relevant Person which is prejudicial to the interests of the Guarantor;
- (q) **(Preference)**: any claim by any person that a payment to, receipt by, or other transaction in favour of the Beneficiary in or towards satisfaction of the Guaranteed Money is void, voidable or capable of being set aside under any law relating to bankruptcy, insolvency or liquidation being upheld, conceded or compromised;
- (r) **(Assignment)**: the transfer, assignment or novation by the Beneficiary or any Relevant Person of all or any of its rights or obligations under any Transaction Document or Security to which it is a party;
- (s) **(Death or incapacity)**: (where the Guarantor is an individual) the death or mental incapacity of the Guarantor;
- (t) **(Administration)**: the provisions of section 440J of the *Corporations Act 2001* (Cth) so operating as to prevent or delay:
 - (i) the enforcement of this Deed against the Guarantor; or
 - (ii) any claim for contribution against the Guarantor; or

- (u) **(Disclaimer)**: a disclaimer of any contract (including the D&C Deed) or property made by a liquidator of the Contractor pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* (Cth) or other applicable laws.

5.3 No marshalling

The Beneficiary is under no obligation to marshal or appropriate in favour of the Guarantor or to exercise, apply, transfer or recover in favour of the Guarantor any Security or any funds or assets that the Beneficiary holds, has a claim on, or is entitled to receive.

5.4 Void or voidable transactions

If:

- (a) the Beneficiary has at any time released or discharged:
 - (i) the Guarantor from its obligations under this Deed or any Security executed by the Guarantor; or
 - (ii) any assets of the Guarantor from a Security,in either case in reliance on a payment, receipt or other transaction to or in favour of the Beneficiary;
- (b) that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason, including under a law relating to bankruptcy, insolvency or liquidation; and
- (c) that claim is upheld, conceded or compromised,

then:

- (d) **(Restitution of rights)**: the Beneficiary will immediately become entitled against the Guarantor to all such rights (including under any Security) as it had immediately before that release or discharge;
- (e) **(Restore Beneficiary's position)**: the Guarantor must immediately do all things and execute all documents as the Beneficiary may reasonably require to restore to the Beneficiary all those rights; and
- (f) **(Indemnity)**: the Guarantor must indemnify and keep indemnified the Beneficiary against costs, losses and expenses suffered or incurred by the Beneficiary as a result of the upholding, concession or compromise of the claim.

5.5 No double proof

This Deed constitutes a guarantee of the whole of the Guaranteed Obligations, even if the Beneficiary and the Guarantor have agreed or agree at any time that the Guarantor's liability under this Deed will be limited to a maximum amount. Accordingly, the Guarantor is not entitled to:

- (a) lodge any proof of debt in the winding up of the Contractor;
- (b) exercise any right of subrogation; or
- (c) otherwise be entitled to the benefit of any Security held by the Beneficiary,

with respect to any claim arising as a result of the Guarantor making a payment under this Deed, unless and until the Guaranteed Obligations have been paid, discharged or recovered by the Beneficiary in full.

5.6 Suspense account

The Beneficiary may retain and carry to a suspense account and appropriate at the discretion of the Beneficiary any dividend received by the Beneficiary in the winding up of any Relevant Person, plus any other sums received by the Beneficiary on account of the Guaranteed Money, until the Beneficiary has received the full amount of the Guaranteed Money.

5.7 Proof of debt in competition with Beneficiary

The Guarantor must prove in the winding up of any Relevant Person in respect of any claim it has against that Relevant Person other than a claim arising as a result of the Guarantor making a payment under this Deed, and agrees to hold any dividend received in respect of that proof on trust for the Beneficiary in or towards satisfaction of the Guarantor's obligations under this Deed.

5.8 Claim on the Guarantor

The Beneficiary is not required to take any steps to enforce its rights under any Transaction Document or any Security before enforcing its rights against the Guarantor under this Deed.

5.9 No representation by Beneficiary

The Guarantor acknowledges that in entering into this Deed it has not relied on any representation, warranty or statement by the Beneficiary.

5.10 No contribution

The Guarantor must not make a claim under or enforce any right of contribution it may have against any other Relevant Person unless and until the Guaranteed Obligations have been paid, discharged or recovered by the Beneficiary in full.

6. CORPORATE REPRESENTATIONS AND WARRANTIES

6.1 Representations and warranties

If the Guarantor is a body corporate, it represents and warrants to the Beneficiary that:

- (a) **(Constitution)**: the execution, delivery and performance of this Deed does not violate its constitution or any other document, agreement, law or rules by which it is bound;
- (b) **(Corporate power)**: it has taken all action required to enter into this Deed and to authorise the execution and delivery of this Deed and the performance of its obligations under this Deed;
- (c) **(Filings)**: it has filed all notices and effected all registrations with the Australian Securities and Investments Commission or similar office in its jurisdiction of incorporation and in any other jurisdiction as required by law, and those filings and registrations are current, complete and accurate;

- (d) **(Corporate benefit)**: the execution of this Deed is in the best commercial interests of the Guarantor;
- (e) **(Consideration)**: this Deed is executed for valuable consideration, the receipt and adequacy of which the Guarantor acknowledges;
- (f) **(Status)**: it is not in liquidation, provisional liquidation or receivership, or under administration, and no matter relating to it or any of its subsidiaries is the subject of a direction under, or having effect as if it were a direction under, section 14 of the *Australian Securities and Investments Commission Act 2001* (Cth) ('ASC Law'), or the subject of an investigation under, or taken to be under, the ASC Law;
- (g) **(Ownership of property)**: it has full legal capacity and power to own its property and assets and carry on its business as it is now being conducted;
- (h) **(Ranking of obligations)**: this Deed constitutes a valid and legally binding obligation, enforceable in accordance with its terms, to rank at all times at least equally with all of its other present and future unsecured payment obligations (including, without limitation, contingent obligations), other than those which are mandatorily preferred by law and that the Guarantor has taken all action required to ensure that its obligations under this Deed so rank and will continue to so rank;
- (i) **(No litigation)**: no litigation, arbitration or administrative proceedings are taking place, pending or, to the knowledge of any of its officers, threatened against it or any of its subsidiaries or any of its or their property which, if adversely determined, would be likely to have either separately or in aggregate a Material Adverse Effect on it or any of its subsidiaries;
- (j) **(Financial statements)**: its financial statements current as at the date of this Deed have been prepared in accordance with the laws of Australia or the country of its incorporation and (except where inconsistent with those laws) generally accepted accounting principles consistently applied, and give a true and fair view of the financial condition of it and its subsidiaries as at the date to which they are made up, and of the results of operations for the financial year then ended, and there has been no change since that date having a Material Adverse Effect on it, or on it and its subsidiaries on a consolidated basis;
- (k) **(Other information)**: the written information and reports (if any) which it has given to the Beneficiary in connection with the negotiation and preparation of this Deed:
 - (i) was, when given, true and accurate in all material respects and not misleading, whether by omission or otherwise; and
 - (ii) contain forecasts and opinions all of which were made or formed after due and careful consideration on the part of its relevant officers based on the best information available to it and were fair and reasonable when made or formed; and
- (l) **(No filings or Taxes)**: it is not necessary or desirable to ensure the legality, validity, enforceability or admissibility in evidence of this Deed that this Deed or any other corporate notice or instrument be filed or registered with any Government Agency or that any Taxes be paid.

6.2 Representations and warranties repeated

Except for the representations and warranties in clause 6.1(i) which will not be repeated, each other representation and warranty in this Deed will be repeated on each day whilst any of the Guaranteed Money remains outstanding (whether or not then due for payment) with reference to the facts and circumstances then subsisting, as if made on each such day.

6.3 Reliance on representations and warranties

The Guarantor acknowledges that the Beneficiary entered into the D&C Deed in reliance on the representations and warranties in this clause 6.

6.4 No representations to Guarantor

The Guarantor confirms that it has not executed this Deed as a result of or in reliance upon any promise, representation, statement or information of any kind or nature whatever given or offered to it by or on behalf of the Beneficiary whether in answer to any inquiry by or on behalf of the Guarantor or not.

7. PAYMENTS

7.1 On demand

All money payable by the Guarantor under this Deed must be paid within 5 Business Days of a written demand by the Beneficiary in immediately available funds to the account and in the manner notified from time to time by the Beneficiary to the Guarantor.

7.2 Payment in gross

All money received or recovered by the Beneficiary on account of the Guaranteed Money will be treated as payments in gross.

7.3 Appropriation of payments

The Beneficiary may appropriate any money received by it under or in respect of this Deed, any Transaction Document or any Security in the manner and order and at all times as the Beneficiary in its absolute discretion determines.

7.4 Interest

Other than where a Transaction Document provides for the payment of interest on amounts due and payable and unpaid, the Guarantor must on demand by the Beneficiary from time to time pay interest on all Unpaid Amounts. Interest will accrue on those amounts from day to day from the due date up to the date of actual payment at the Specified Rate and, if not paid when due, will itself bear interest in accordance with this clause 7.4. Interest is calculated on the basis of the actual number of days on which interest has accrued and on a 365 day year provided that interest will not be payable under this clause to the extent that interest for late payment to the Principal is incorporated into the calculation of the amount payable under the D&C Deed.

7.5 Merger

If the liability of the Guarantor to pay to the Beneficiary any money under this Deed becomes merged in any judgment or order, then as an independent obligation the Guarantor must pay interest on the amount of that money at the rate which is the higher

of that payable under clause 7.4 and that fixed by or payable under the judgment or order.

7.6 Withholding for Taxes

All payments by the Guarantor under this Deed will be without deduction or withholding for any present or future Taxes unless the Guarantor is compelled by law to make any deduction or withholding and if this is the case (other than in the case of taxes on the net income of the Beneficiary), the Guarantor must pay to the Beneficiary any additional amounts as are necessary to enable the Beneficiary to receive, after all those deductions and withholdings, a net amount equal to the full amount which would otherwise have been payable had no deduction or withholding been required to be made.

7.7 Currency indemnity

- (a) The Australian dollar is the currency of payment by the Guarantor under or in connection with this Deed, except that payment by the Guarantor of or in relation to any of the Guaranteed Obligations which is denominated in a foreign currency must be made in that foreign currency.
- (b) If for any reason any amount payable by the Guarantor under or in connection with this Deed is received by the Beneficiary in a currency (**Payment Currency**) other than the currency (**Agreed Currency**) in which that amount is required to be paid under this Deed (whether as a result of any judgment or order, the liquidation of the Guarantor or otherwise), and the amount obtained (net of charges) by the Beneficiary on its conversion of the amount of the Payment Currency received into the Agreed Currency is less than the amount payable under this Deed in the Agreed Currency, then the Guarantor will, as an independent and additional obligation, indemnify the Beneficiary for that deficiency and for any loss sustained as a result of that deficiency.

8. EXPENSES, STAMP DUTY AND GST

8.1 Expenses

The Guarantor must on demand indemnify and keep indemnified the Beneficiary against all reasonable expenses, including legal fees, costs and disbursements on a solicitor/own client basis (or on a full indemnity basis, whichever is higher) assessed without the necessity of taxation, incurred by the Beneficiary in connection with:

- (a) (**Amendment**): any consent, agreement, approval, waiver, amendment to or discharge of this Deed; and
- (b) (**Enforcement**): any exercise, enforcement or preservation, or attempted enforcement or preservation, of any rights under this Deed.

8.2 Stamp duties

The Guarantor must:

- (a) (**Payment of all duties**): pay all stamp duties, registration and similar Taxes, including fines and penalties, financial institutions duty (if any) and debits tax (if any) in connection with the execution, delivery, performance, enforcement or attempted enforcement of this Deed or any payment or other transaction under or contemplated in this Deed; and

- (b) **(Indemnity)**: indemnify and keep indemnified the Beneficiary against any loss or liability incurred or suffered by it as a result of the delay or failure by the Guarantor to pay Taxes that are required to be paid by the Guarantor under clause 8.2(a).

8.3 Goods and Services Tax

- (a) Capitalised expressions which are not defined in this clause 8.3 but which have a defined meaning in the GST Law have the same meaning in this clause 8.3.

In this clause 8.3 and elsewhere in this Deed where relevant:

- (i) GST means the goods and services tax imposed by the GST Law including, where relevant, any related interest, penalties, fines or other charge arising directly as a result of a default by the Guarantor of an obligation under this Deed;
- (ii) GST Amount means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a Taxable Supply) by the prevailing rate of GST;
- (iii) GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (iv) Payment means:
- (A) the amount of any monetary consideration (other than a GST Amount payable under this clause 8.3); and
- (B) the GST Exclusive Market Value of any non-monetary consideration, paid or provided by the Guarantor for any Supply made under or in connection with this Deed or the D&C Deed and includes an amount payable by way of indemnity, reimbursement, compensation or damages.
- (b) The parties agree that:
- (i) all Payments have been set or determined at an amount which is net of GST;
- (ii) if the whole or any part of a Payment is the consideration for a Taxable Supply made by the Beneficiary, the GST Amount in respect of the Payment must be paid by, or on behalf of, the Guarantor to the Beneficiary as any additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
- (iii) the Beneficiary will provide a Tax Invoice, before any GST Amount is payable under this clause 8.3(b).
- (c) If a payment (including a Payment as defined in this clause 8.3) to the Beneficiary by the Guarantor under this Deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by the Beneficiary, then the payment will be reduced by the amount of any input tax credit to which the Beneficiary is entitled for that loss, cost or expense.

9. ASSIGNMENTS

9.1 The Guarantor

The Guarantor must not assign, novate or otherwise deal with all or any part of its rights and obligations under this Deed without the prior written consent of the Beneficiary.

9.2 The Beneficiary

The Beneficiary may at any time assign, novate or otherwise transfer all or any part of its rights under this Deed to any party to whom it validly assigns the benefit of, or novates, the D&C Deed and may disclose to a proposed assignee, novatee or transferee any information in the possession of the Beneficiary relating to the Guarantor.

10. GOVERNING LAW AND JURISDICTION

10.1 Governing law

This Deed and where applicable, the arbitration reference contained in clause 10.3 of Schedule A, is governed by and will be construed in accordance with the laws of the State or Territory which govern the D&C Deed.

10.2 Jurisdiction

- (a) **(Acceptance of jurisdiction)**: The Guarantor irrevocably submits to and accepts, generally and unconditionally, the non-exclusive jurisdiction of the courts and appellate courts of the State or Territory whose laws govern this Deed with respect to any legal action or proceedings which may be brought at any time relating in any way to this Deed.
- (b) **(No objection to inconvenient forum)**: The Guarantor irrevocably waives any objection it may now or in the future have to the venue of any action or proceeding, and any claim it may now or in the future have that any action or proceeding has been brought in an inconvenient forum.

11. MISCELLANEOUS

11.1 Certificate of Beneficiary

A certificate in writing of the Beneficiary:

- (a) certifying the amount payable by the Contractor Entity or the Guarantor to the Beneficiary will be prima facie evidence of the contents of the certificate; or
- (b) stating any other act, matter or thing relating to this Deed, any Transaction Document or any Security will be prima facie evidence of the contents of the Beneficiary's representations made in the certificate.

11.2 Notices

Every notice or other communication to be given or made under or arising from this Deed:

- (a) must be in writing;
- (b) must be signed by a person duly authorised to do so by the sender;
- (c) will be deemed to have been duly given or made to a person if delivered or posted by prepaid post to the address, or sent by fax to the fax number of that person set

out in clause 11.3 (or any other address or fax number as is notified in writing by that person to the other parties from time to time); and

- (d) will be deemed to be given or made:
 - (i) (in the case of prepaid post) on the fifth day after the date of posting;
 - (ii) (in the case of delivery by hand) on delivery; and
 - (iii) (in the case of fax) on receipt of a transmission report confirming successful transmission.

11.3 Address for notices

The addresses and fax numbers of the parties for the purposes of clause 11.2 are:

The Guarantor

Address: Via Pietro Borsieri, 2/A, 00195, Rome, Italy

Fax No.: N/A

Attention: [REDACTED]

The Beneficiary

Address: 20-44 Ennis Road, Milsons Point, New South Wales, 2061

Fax No.: N/A

Attention: Executive Director Commercial Services

11.4 Continuing obligation

This Deed will be a continuing obligation notwithstanding any termination by the Guarantor, settlement of account, intervening payment, a disclaimer of any contract (including any Transaction Document) or property made by a liquidator of the Contractor pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* (Cth) or other applicable laws, express or implied revocation or any other matter or thing, and continues to entitle the Beneficiary to the due and punctual payment of any of the Guaranteed Money which becomes due or owing or is incurred after termination, settlement of account, payment, revocation or other matter or thing until a final discharge has been given to the Guarantor.

11.5 Further assurance

The Guarantor will immediately on demand by the Beneficiary, and at the entire cost and expense of the Guarantor, perform all things and execute all agreements, assurances and other documents as the Beneficiary reasonably requires, to perfect or give effect to the rights and powers of the Beneficiary created, or intended to be created, by this Deed.

11.6 Form of demand

A demand on the Guarantor for performance under this Deed may be in the form and contain any information as the Beneficiary determines. Where the demand relates to the payment of Guaranteed Money it shall specify the amount demanded and the basis of the calculation.

11.7 Severability of provisions

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

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

11.8 Remedies cumulative

The rights and remedies conferred by this Deed on the Beneficiary are cumulative and in addition to all other rights or remedies available to the Beneficiary by law or by virtue of any Transaction Document or any Security.

11.9 Waiver

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Deed by the Beneficiary will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed.
- (b) Any waiver, consent or approval given by the Beneficiary under this Deed will only be effective and binding on the Beneficiary if it is given or confirmed in writing by the Beneficiary, or given verbally and subsequently confirmed in writing by the Beneficiary.
- (c) No waiver by the Beneficiary of a breach of any term of this Deed will operate as a waiver of another breach of that term or of a breach of any other term of this Deed.

11.10 Consents and approvals

Where under this Deed the consent or approval of the Beneficiary is required to any act or thing then, unless expressly provided otherwise in this Deed, that consent or approval may be given or withheld in the absolute and unfettered discretion of the Beneficiary.

11.11 Moratorium legislation

To the fullest extent permitted by law, the provisions of all legislation whether existing now or in the future, operating directly or indirectly:

- (a) to lessen or otherwise to vary or affect in favour of the Guarantor any obligation under this Deed; or
- (b) to delay or otherwise prevent or prejudicially affect the exercise of any rights or remedies conferred on the Beneficiary under this Deed,

are expressly waived and excluded.

11.12 Debit accounts and set-off

The Beneficiary may without prior notice to the Guarantor set-off any amount which is owing on any account whatsoever by the Beneficiary to the Guarantor under the

Transaction Documents against any liability of the Guarantor to the Beneficiary under this Deed. The rights of the Beneficiary under this clause 11.12 are without prejudice and in addition to any other right or remedy to which it is at any time entitled.

11.13 Counterparts

This Deed may be executed in any number of counterparts and by the different parties on different counterparts, each of which constitutes an original of this Deed, and all of which together constitute one and the same instrument.

11.14 Execution by less than all parties

This Deed binds each of the persons executing it notwithstanding:

- (a) that one or more of the persons named in this Deed as a Guarantor may not execute or may not become or may cease to be bound by this Deed; or
- (b) that the Beneficiary may not execute or may only subsequently execute this Deed.

11.15 Resolution of disputes binding

The settlement or the final resolution of any dispute arising under or in connection with the D&C Deed, including any dispute as to the Contractor's liability under or in connection with the D&C Deed, in accordance with the procedures provided for in the D&C Deed or otherwise as agreed between the parties in the D&C Deed, will be final and binding on the Guarantor and the Beneficiary, and the Guarantor and Beneficiary will not reopen, revisit or otherwise dispute that settlement or resolution and the subject matter of that settlement or resolution.

11.16 No right to be heard

To the fullest extent permitted by law, the Guarantor waives and expressly disclaims any right to be heard at or appear in any proceedings (whether judicial, arbitral, administrative or of any other nature including but not limited to any alternative dispute resolution) conducted for the purpose of settling or resolving or attempting to settle or resolve any dispute referred to in clause 11.15 or otherwise to be involved in the settlement or resolution of any such dispute.

11.17 Civil Liability Act

- (a) It is agreed that the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to all and any rights, obligations and liabilities under this Deed whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise.
- (b) Without limiting the generality of clause 11.17(a), it is further agreed that the rights, obligations and liabilities of the Beneficiary and the Guarantor (including those relating to proportionate liability) are as specified in this Deed and not otherwise whether such rights, obligations and liabilities are sought to be enforced by a claim in contract, tort or otherwise.

Executed as a deed

Signed sealed and delivered by
**Ghella S.p.A, a company
Incorporated as a "società per
azioni" under registration
number 00462220583** in the
presence of



sign here



Authorised signatory

sign here



Witness

*print
name*

print name

Signed sealed and delivered for and on behalf of
Transport for NSW ABN 18 804 239 602 by its
authorised delegate in the presence of:

Signature of witness

Name of witness

Date

Signature of authorised delegate

Name of authorised delegate

Date

Schedule A

Dispute provisions for certain foreign Guarantors

(Clause 10)

Explanatory Note: Where the Guarantor is a foreign entity and resident in a jurisdiction with reciprocity of treatment in relation to the enforcement of judgments for the purposes of the *Foreign Judgments Act 1991* (Cth), clause 10.2 of the Deed will apply. If, however, the Guarantor is a foreign entity and resident in a jurisdiction where there is no reciprocity, clause 10.1 of the Deed and clauses 10.3 to 10.8 of this Schedule will apply.

10.3 Reference to arbitration

- (f) Any controversy, claim or dispute directly or indirectly based upon, arising out of, relating to or in connection with this Deed (including but not limited to any question relating to the existence, validity or termination of this Deed) shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as the ACICA Arbitration Rules).
- (g) The seat of the arbitration will be Sydney.
- (h) The number of arbitrators will be three.
- (i) The language of the arbitration will be English.

10.4 General principles

The parties further agree to the following general principles relating to the procedure of the arbitration:

- (j) that they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any dispute;
- (k) that any arbitration conducted pursuant to this clause 10 shall not necessarily mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitral tribunal;
- (l) that in conducting the arbitration, the arbitral tribunal must take into account the matters set out above, particularly in deciding issues such as:
 - (i) how many written submissions will be allowed;
 - (ii) where appropriate, the length of written submissions;
 - (iii) the extent of document discovery permitted, if any;
 - (iv) the consolidation of arbitration proceedings, when requested;
 - (v) the joinder of parties or the consolidation of proceedings, when requested;
 - (vi) the length of any hearing; and
 - (vii) the number of experts, if any, each party is allowed to appoint; and
- (m) that the arbitral tribunal has the power to grant all legal, equitable and statutory remedies, except punitive damages.

10.5 Expedited proceedings

- (n) The parties agree that the arbitral tribunal will conduct the arbitration as expeditiously as possible and no party will unnecessarily delay the arbitration proceedings.
- (o) All evidence in chief will be in writing, unless otherwise ordered by the arbitral tribunal.
- (p) Each party may only rely upon one expert witness in respect of any recognised area of specialisation, unless otherwise ordered by the arbitral tribunal.
- (q) After consultation with the parties the arbitral tribunal will determine whether to conduct the proceedings on the basis of documents and other materials only or whether an oral hearing will be held. In doing so the arbitral tribunal shall have particular regard to the parties' request for an expedited procedure and the rules of natural justice.
- (r) If the arbitral tribunal determines that an oral hearing will be conducted, the following principles will apply in respect of the oral hearing:
 - (i) the duration of the oral hearings shall be fixed by the arbitral tribunal;
 - (ii) unless otherwise ordered by the arbitral tribunal, the oral hearing shall be conducted on a stop-clock basis with the effect that the time available to the parties will be split equally between the parties so that each party shall have the same time to conduct its case unless, in the opinion of the arbitral tribunal, such a split would breach the rules of natural justice or is unfair to one of the parties;
 - (iii) oral evidence in chief at the hearing shall be permitted only with the permission of the arbitral tribunal for good cause;
 - (iv) not less than 14 days prior to the date fixed for the oral hearing, or any other period of time specified by the arbitral tribunal, each party shall give written notice of those witnesses (both factual and expert) of the other party that it wishes to attend the hearing for cross-examination; and
 - (v) in exceptional circumstances the arbitral tribunal may extend the time for the oral hearing set pursuant to clause 10.5(e)(i) above.

10.6 Consolidation

The parties agree that section 24 of the *International Arbitration Act 1974* (Cth) will apply in respect of consolidations.

10.7 Joinder

The arbitral tribunal has the power, on the application of any party to this arbitration agreement, to allow a third party who the arbitral tribunal considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party to this Deed hereby consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitral tribunal has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.

10.8 **Award final and binding**

Any award will be final and binding upon the parties.

Schedule B

Joint Venture provisions

Explanatory Note: If the Contractor is a Joint Venture, the following amendments to the Deed apply:

- (i) The definition of 'Relevant Person' is amended to read:

Relevant Person means the Contractor, each Contractor Guarantor and any person who has executed a Security in favour of the Beneficiary.

- (ii) Clause 2.2 is amended to read:

2.2 Payment of Guaranteed Money

- (a) Subject to clause 2.2(b), if the Contractor Entity does not pay the Guaranteed Money when due, the Guarantor must within 5 Business Days of a written demand pay to the Beneficiary the Guaranteed Money which is then due and payable.
- (b) The Guarantor shall not be liable to pay to the Beneficiary any part or parts of the Guaranteed Money which have been paid to the Beneficiary by another Contractor Guarantor.

- (iii) Clause 2.3 is amended to read:

2.3 Perform obligations

- (a) Subject to 2.3(b), if the Contractor Entity defaults in the performance or observance of any of the Contractor Entity's Obligations, the Guarantor shall, in addition to its obligations under clause 2.2 of this Deed, on demand from time to time by the Beneficiary, immediately perform (or procure the performance of) any of the Contractor Entity's Obligations then required to be performed by the Contractor Entity in the same manner and on the same terms as the Contractor Entity is required to perform the Contractor Entity's Obligations.
- (b) The Guarantor shall not be responsible for performing the Contractor Entity's Obligations to the extent the relevant Contractor Entity's Obligations have been performed by another Contractor Guarantor.

- (iv) The first paragraph of clause 5.2 is amended to read:

5.2 Unconditional liability

Except to the extent of a reduction in the Guarantor's liability expressly provided for in clauses 2.2(b) or 2.3(b), the liability of the Guarantor under this Deed will not be affected by any thing which, but for this clause 5.2, would release the Guarantor from or reduce that liability, including but not limited to:

- (v) Clause 5.2 (t) is amended to read:

(t) (**Administration**): the provisions of section 440J of the *Corporations Act 2001* (Cth) so operating as to prevent or delay:

- (i) the enforcement of this Deed against the Guarantor or a parent company guarantee given by another Contractor Guarantor; or
 - (ii) any claim for contribution against the Guarantor or another Contractor Guarantor; or
- (vi) Clause 5.3 is amended to read:

4.3 No marshalling

The Beneficiary is under no obligation to marshal or appropriate in favour of any Contractor Guarantor or to exercise, apply, transfer or recover in favour of any Contractor Guarantor any Security or any funds or assets that the Beneficiary holds, has a claim on, or is entitled to receive.

- (vii) Clause 11.15 is amended to read:

11.15 Resolution of disputes binding

The settlement or the final resolution of any dispute arising under or in connection with the D&C Deed, including any dispute as to the Contractor's liability under or in connection with the D&C Deed, in accordance with the procedures provided for in the D&C Deed or otherwise as agreed between the parties in the D&C Deed, will be final and binding on each of the Contractor Guarantors and the Beneficiary, and a Contractor Guarantor and the Beneficiary will not reopen, revisit or otherwise dispute that settlement or resolution and the subject matter of that settlement or resolution.

SCHEDULE 7

Form of Deed of Novation

DATE:

PARTIES:

- (1) **[Name of Novatee]** [ABN/ACN of Novatee] (the **Novatee**);
- (2) **Transport for NSW** (ABN **18 804 239 602**) a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW) of 20-44 Ennis Road, Milsons Point, New South Wales, 2061 (the **Principal**);
- (3) **[Insert]** (together, the **Contractor**); and
- (4) **[Guarantor]** (ABN **[Insert]**) of **[Insert address]** (the **Guarantor**),

RECITALS:

- (A) The Principal and the Contractor are parties to a deed for the design and construction of the Motorway Works dated **[Insert Date]** (the **D&C Deed**).
- (B) The Principal and the Guarantor are parties to a deed of guarantee dated **[Insert Date]** (the **D&C Guarantee**).
- (C) The Principal wishes to exercise its right to novate its interests, rights and obligations under the D&C Deed, pursuant to clause 39 (*Assignment and Change in Control*) of the D&C Deed.
- (D) In connection with the novation of the D&C Deed, the Principal wishes to exercise its rights to novate its interests, rights and obligations under the D&C Guarantee, pursuant to clause 9.2 (*The Beneficiary*) of the D&C Guarantee.
- (E) The parties to this Deed have agreed to novate the D&C Deed and the D&C Guarantee on the terms of this Deed.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause is a reference to a clause of this Deed.
- (f) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced,

except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules, and annexures to that agreement or document.

- (g) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to a right or obligation of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (i) Except as otherwise defined in this Deed, terms used in this Deed that are defined in the D&C Deed have the same meanings in this Deed.
- (j) The word "include" in any form is not a word of limitation.

2. NOVATION

2.1 Novation

The parties agree to novate the D&C Deed, such that on and from the date of execution of this Deed (the **Effective Date**):

- (a) the Novatee is substituted for the Principal under the D&C Deed as if the Novatee had originally been a party to the D&C Deed instead of the Principal; and
- (b) each reference in the D&C Deed to the Principal is to be read as if it were a reference to the Novatee.

2.2 Assumption of rights and obligations

On and from the Effective Date:

- (a) the Novatee:
 - (i) will be bound by, and must comply with, the D&C Deed as it relates to the Principal;
 - (ii) will enjoy all the rights and benefits conferred on the Principal under or in respect of the D&C Deed (whether arising before or after the Effective Date) subject to any dilution of the Liquidated Damages Cap and the General Cap which occurred before the Effective Date; and
 - (iii) will assume all the obligations and liabilities of the Principal under or in respect of the D&C Deed arising or accruing on or after the Effective Date (but will not assume any obligation or liability of the Principal under or in respect of the D&C Deed arising or accruing before the Effective Date); and
- (b) the Contractor will comply with the D&C Deed on the basis that the Novatee has replaced the Principal under it in accordance with the terms of this Deed.

3. RELEASE

3.1 Release by Contractor

The Contractor releases the Principal from:

- (a) their respective obligations and liabilities under or in respect of the D&C Deed; and
- (b) all claims, actions, demands, proceedings and liability that the Contractor may have or claim to have, or but for this release might have had, against the Principal in connection with the D&C Deed,

arising on or after the Effective Date.

3.2 No release by Contractor

- (a) The Contractor does not release the Principal from:
 - (i) any of its obligations or liabilities under or in respect of the D&C Deed; or
 - (ii) any claims, actions, demands, proceedings or liability that the Contractor may have or claim to have, or but for this release might have had, against the Principal in connection with the D&C Deed,accruing or arising before the Effective Date.
- (b) The Principal remain liable to the Contractor for all its obligations and liabilities under the D&C Deed accruing or arising before the Effective Date.

4. INDEMNITY

4.1 Indemnity by the Principal

The Principal indemnifies the Novatee against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Novatee by the Contractor or any other person in connection with any matter relating to, or any act or omission of the Principal with respect to, the D&C Deed before the Effective Date.

4.2 Indemnity by Novatee

The Novatee indemnifies the Principal against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Principal by the Contractor or any other person in connection with any matter relating to, or any act or omission of the Novatee with respect to, the D&C Deed on or after the Effective Date.

5. NOVATION OF D&C GUARANTEE

On and from the Effective Date:

- (a) the Novatee:
 - (i) is substituted for the Principal under the D&C Guarantee as if the Novatee had originally been a beneficiary under the D&C Guarantee instead of the Principal; and

- (ii) will enjoy all the rights and benefits conferred on the Principal under or in respect of the D&C Guarantee (whether arising before or after the Effective Date); and
- (b) the Guarantor:
 - (i) will be bound by, and must comply with, its D&C Guarantee as it relates to the Novatee;
 - (ii) will continue to bear, for the benefit of the Novatee, all its obligations and liabilities under or in respect of its D&C Guarantee arising or accruing on or after the Effective Date; and
 - (iii) will continue to bear, for the benefit of the Principal, any obligation or liability of the Guarantor under or in respect of its D&C Guarantee arising or accruing before the Effective Date.
- (c) Each reference in the D&C Guarantee to the Principal is to be read as if it were a reference to the Novatee.

6. INSURANCE AND UNCONDITIONAL UNDERTAKINGS

The Contractor will:

- (a) take all steps necessary to ensure that the Novatee will enjoy all of the rights, benefits and entitlements on and from the Effective Date that the Principal enjoyed prior to the Effective Date under the Contractor's Project Insurance;
- (b) if the Novatee is unable to enjoy all of the rights, benefits and entitlements that the Principal enjoyed under the Contractor's Project Insurance, take out replacement policies of insurance with effect on and from the Effective Date that will provide such rights, benefits and entitlements to the Novatee and will otherwise comply with the requirements of clause 27.5 (*Project Insurances*) of the D&C Deed and Schedule 19 (*Project Insurances*) in all respects;
- (c) take all steps necessary to ensure that the Novatee will enjoy all of the rights, benefits and entitlements on and from the Effective Date that the Principal enjoyed prior to the Effective Date under the unconditional undertakings that must be provided pursuant to clause 8.1 (*Provision of Security Bonds*) of the D&C Deed; and
- (d) if the Novatee is unable to enjoy all of the rights, benefits and entitlements that the Principal enjoyed under those unconditional undertakings, provide replacement unconditional undertakings (for the undrawn amounts) with effect on and from the Effective Date that will provide such rights, benefits and entitlements to the Novatee and will otherwise comply with the requirements of clause 8.1 (*Provision of Security Bonds*) of the D&C Deed in all respects.

7. NOTICES UNDER THE D&C DEED

For the purposes of all provisions in the D&C Deed regarding service of notices, the address for the Novatee is the address set out at the start of this Deed.

8. REPRESENTATIONS AND WARRANTIES

- (a) Each party represents and warrants to each other party that:

- (i) the execution and delivery of this Deed has been properly authorised by all necessary corporate action of the party;
 - (ii) it has full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or cause to be performed its obligations under this Deed; and
 - (iii) this Deed constitutes a legal, valid and binding obligation of the party enforceable in accordance with its terms by appropriate legal remedy.
- (b) Each of the Contractor and the Principal represents and warrants to the Novatee that, as at the Effective Date, neither the Contractor nor the Principal is in default under any provision of the D&C Deed.

9. DELIVERY OF DOCUMENTS

The Principal will deliver to the Novatee on request a copy of all documents in its possession, custody or control connected with or evidencing its rights under the D&C Deed.

10. FURTHER ASSURANCES

At the reasonable request of another party, each party must do anything necessary or desirable (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

11. ASSIGNMENT

A party cannot assign, charge, encumber or otherwise deal with any of its rights or obligations under this Deed, or attempt or purport to do so, without the prior written consent of each other party, which may not be unreasonably withheld.

12. AMENDMENT

This Deed may be amended only by another deed executed by all the parties.

13. COSTS AND DUTY

The Principal must bear the costs arising out of the negotiation, preparation and execution of this Deed. All duty (including stamp duty and any fines, penalties and interest) payable on or in connection with this Deed and any instrument executed under or any transaction evidenced by this Deed must be borne by the Novatee.

14. GOVERNING LAW AND JURISDICTION

This Deed is governed by the laws of New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

Executed as a deed

Executed for and on behalf of **Transport
for NSW (ABN 18 804 239 602)** by its
authorised delegate in the presence of:

Signature of witness

Signature of [Insert position]

Full name of witness

Name of [Insert position]

Signed, sealed and delivered for
[Insert]
under Power of Attorney dated

sign here ►

Attorney

Attorney

print name

in the presence of

sign here ►

Witness

Witness

print name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **[the Novatee]**:

Director Signature

Director/Secretary Signature

Print Name

Print Name

SIGNED, SEALED and **DELIVERED** for **[GUARANTOR]** (ABN) **[Insert]** under Power of Attorney dated **[Insert]** (and the Attorney declares that it has not received any notice of the revocation of the Power of Attorney) in the presence of:

Attorney

Witness

Name

Name

SCHEDULE 8

Subcontractor Requirements

(Clause 7.2 (*Subcontracts*))

PART A

The following terms must be included in each Subcontract referred to in clause 7.2(f)(i) (*Subcontracts*) of this deed:

- (a) provisions equivalent to clauses 2.3 (*Information Documents*), 7.20 (*Media Events*), 30 (*Intellectual Property*), 31 (*Confidentiality, Publicity and Privacy*), 42 (*NSW Code of Practice*), 43 (*Principal's Requirements*) of this deed;
- (b) a requirement that, if:
 - (i) this deed is terminated or rescinded for any reason;
 - (ii) otherwise comes to an end for any reason; or
 - (iii) the Principal takes over the Contractor's Activities and the Principal has given a Direction to the Contractor to novate the Subcontract,

then the Subcontractor consents to a novation of the Subcontract to the Principal or its nominee and will execute a deed of novation in the form reasonably required by the Principal; and

- (c) when possible, a right of termination for the convenience of the Contractor.

PART B

The following terms must be included in each Subcontract referred to clause 7.2(f)(iii) (*Subcontracts*) of this deed.

- (a) Options as to form of security
 - (i) A clause which allows the Subcontractor to lodge an unconditional undertaking from a bank or financial institution instead of a cash security or retention moneys as its security for performance of the Subcontract.
 - (ii) A clause which provides that if the Subcontractor does lodge an unconditional undertaking for the required amount, any retention moneys or other cash security then held will be promptly released to the Subcontractor.
- (b) Trust for Cash Security and Retention Moneys (only applicable for Subcontracts which include a cash retention as security)
 - (i) A clause which has the effect that:
 - (A) cash securities and retentions under the Subcontract and the cash proceeds of any security converted to cash (other than in exercise of a contractual right of enforcement) is trust money and must be deposited into a trust account with a bank within 24 hours of receipt or conversion;

- (B) the trust money is beneficially owned by the party which provided the security at all times unless the other party becomes entitled to receive them under the Subcontract; and
 - (C) the security holder must account to the security provider for the trust moneys.
- (c) Payment Provisions
 - (i) A clause which has the effect:
 - (A) of requiring the Contractor to pay the Subcontractor for work for which payment is claimed by the Subcontractor no later than 30 Business Days after a payment claim was made by the Subcontractor for such work;
 - (B) that states nothing in the clause referred to in paragraph (A) is to be read so as to prevent the Contractor from paying the Subcontractor an amount in excess of that claimed from the Principal, or before the time stipulated in that clause; and
 - (C) that if anything in the clause referred to in paragraph (A) is inconsistent with any other provision in the Subcontract, the provisions of that clause will prevail to the extent of the inconsistency.
 - (ii) A clause which prescribes an interest rate for overdue payments which is not less than the interest rate specified in clause 45.22 (*Interest*) of this deed.
- (d) Alternative Dispute Resolution
 - (i) A clause incorporating dispute resolution procedures.
 - (ii) A clause making it optional for the Subcontractor to comply with the dispute resolution process if the only remedy it seeks is an order for payment of money which is not disputed to be due and payable under the Subcontract.
- (e) Documents to be provided to Subcontractors

A clause which requires the Contractor to provide the Subcontractor with copy of extracts from this deed before the Subcontractor starts work under the Subcontract. The extracts which are required to be provided are:

 - (a) clause 22 (*Payment*);
 - (b) clause 33 (*Dispute Avoidance*) and clause 34 (*Dispute Resolution*); and
 - (c) clause 45.22 (*Interest*).
- (f) *Civil Liability Act 2002* (NSW)

A clause that complies with the requirements set out in clause 45.20 (*Proportionate Liability Scheme – Subcontracts*).
- (g) PPS Act

A clause substantially the same as clause 45.17 (*PPS Act*), except that references to 'the Contractor' must be replaced with references to 'the Subcontractor' and references to 'the Principal or 'the Principal's Representative' must be replaced with references to 'the Contractor'.

(h) Work Health and Safety Obligations

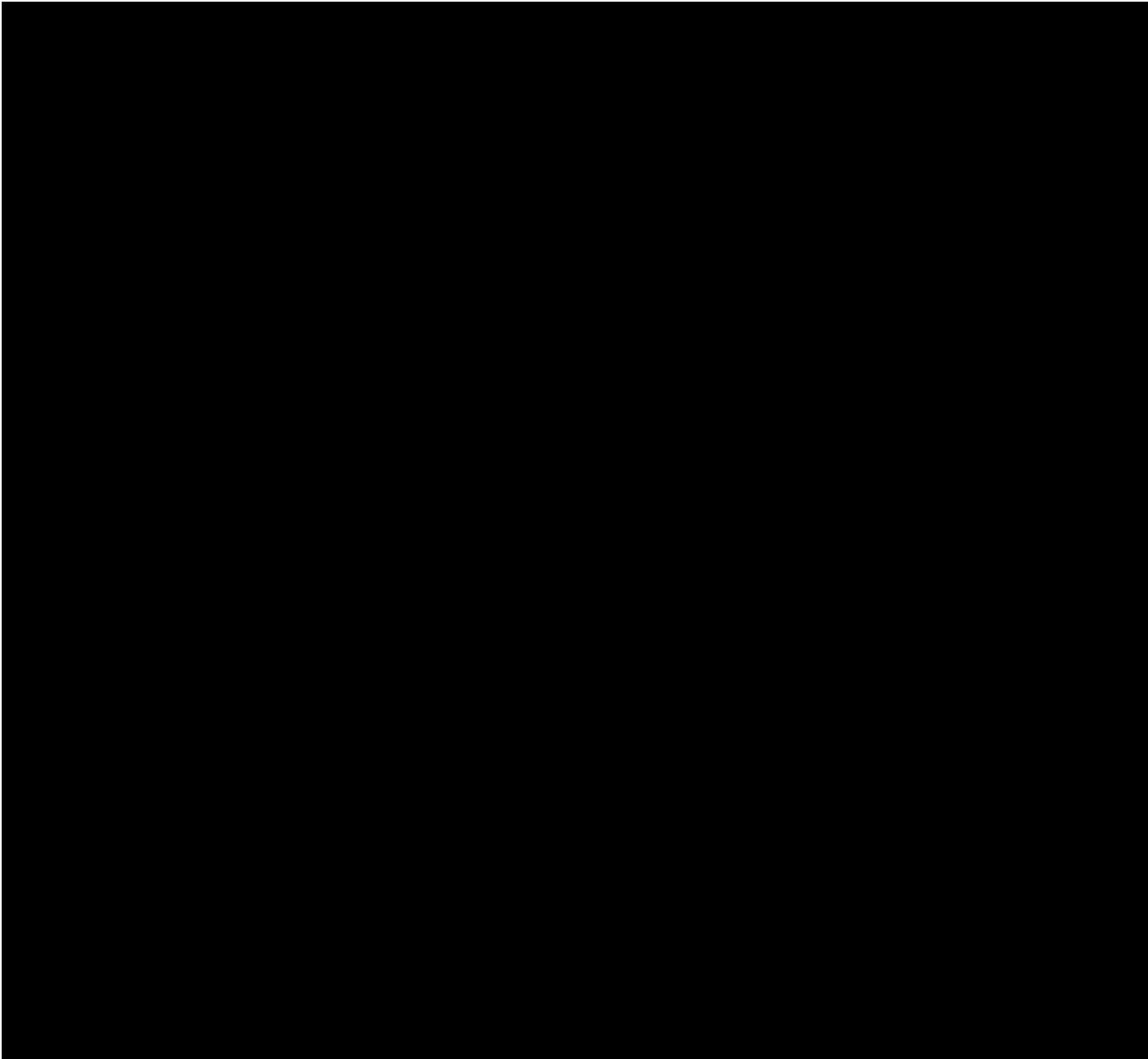
A clause requiring the Subcontractor to comply with all reasonable directions of the Principal Contractor.

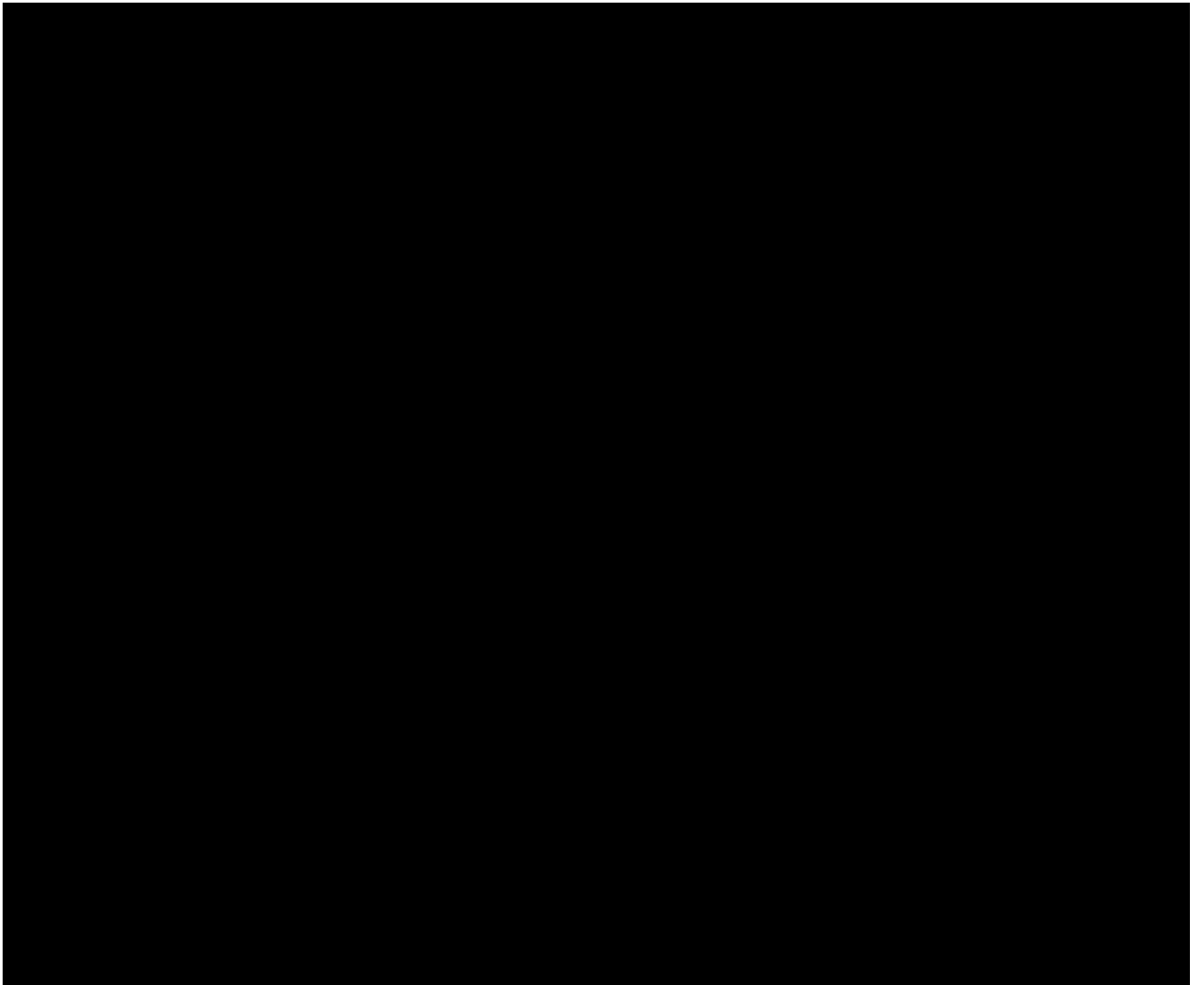
(i) AIP Plan Obligations

A clause requiring the Subcontractor to comply with the AIP Plan.

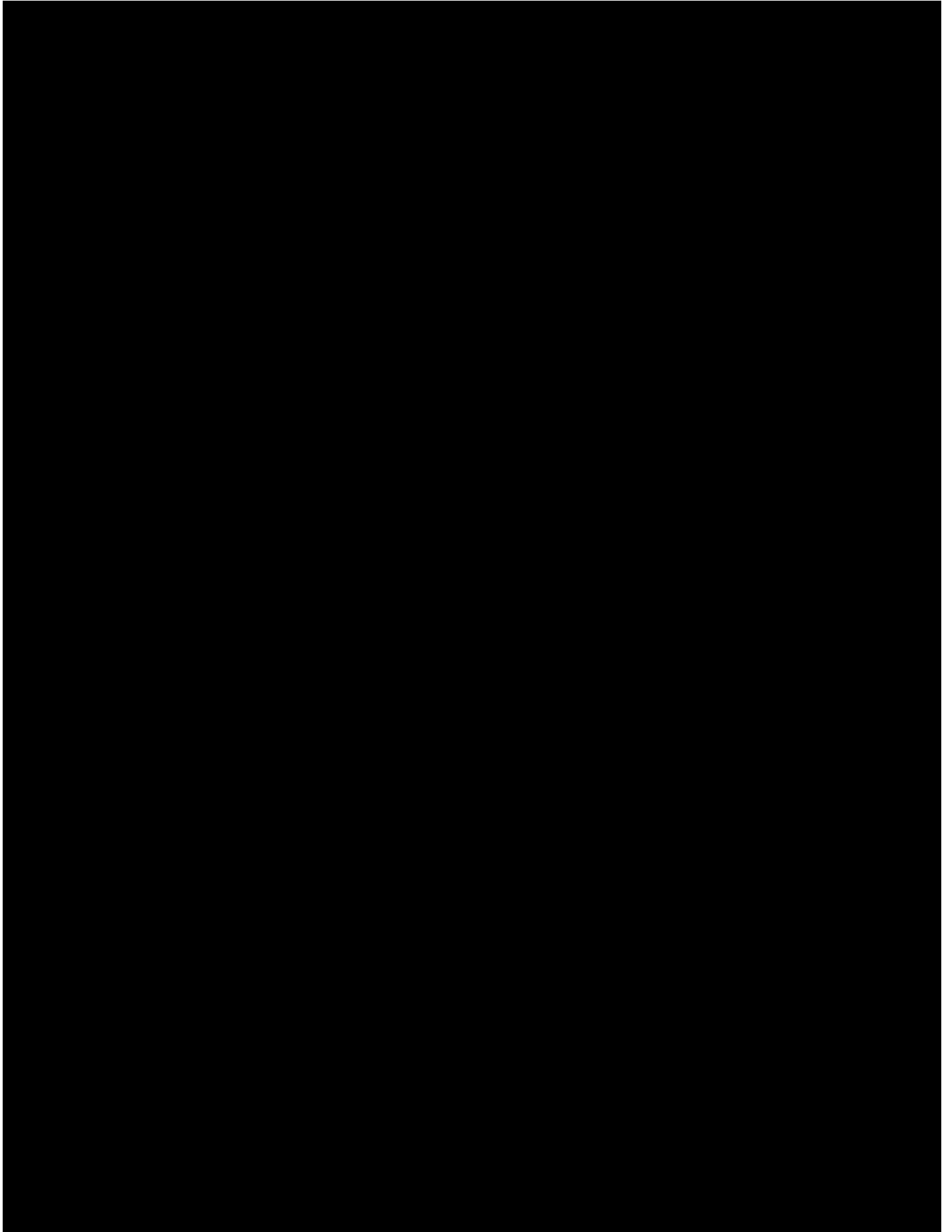
SCHEDULE 9

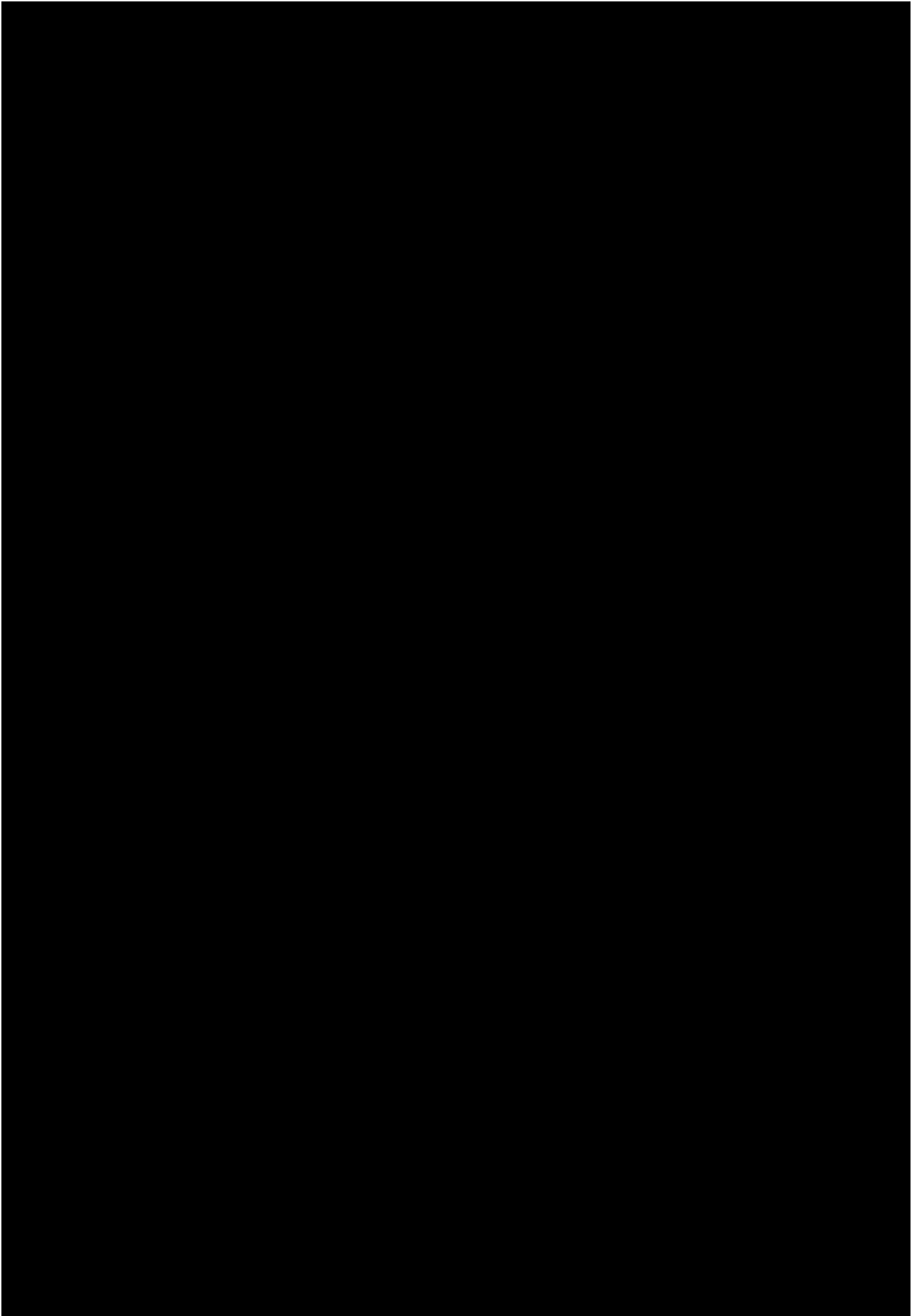
Escrow Agreement

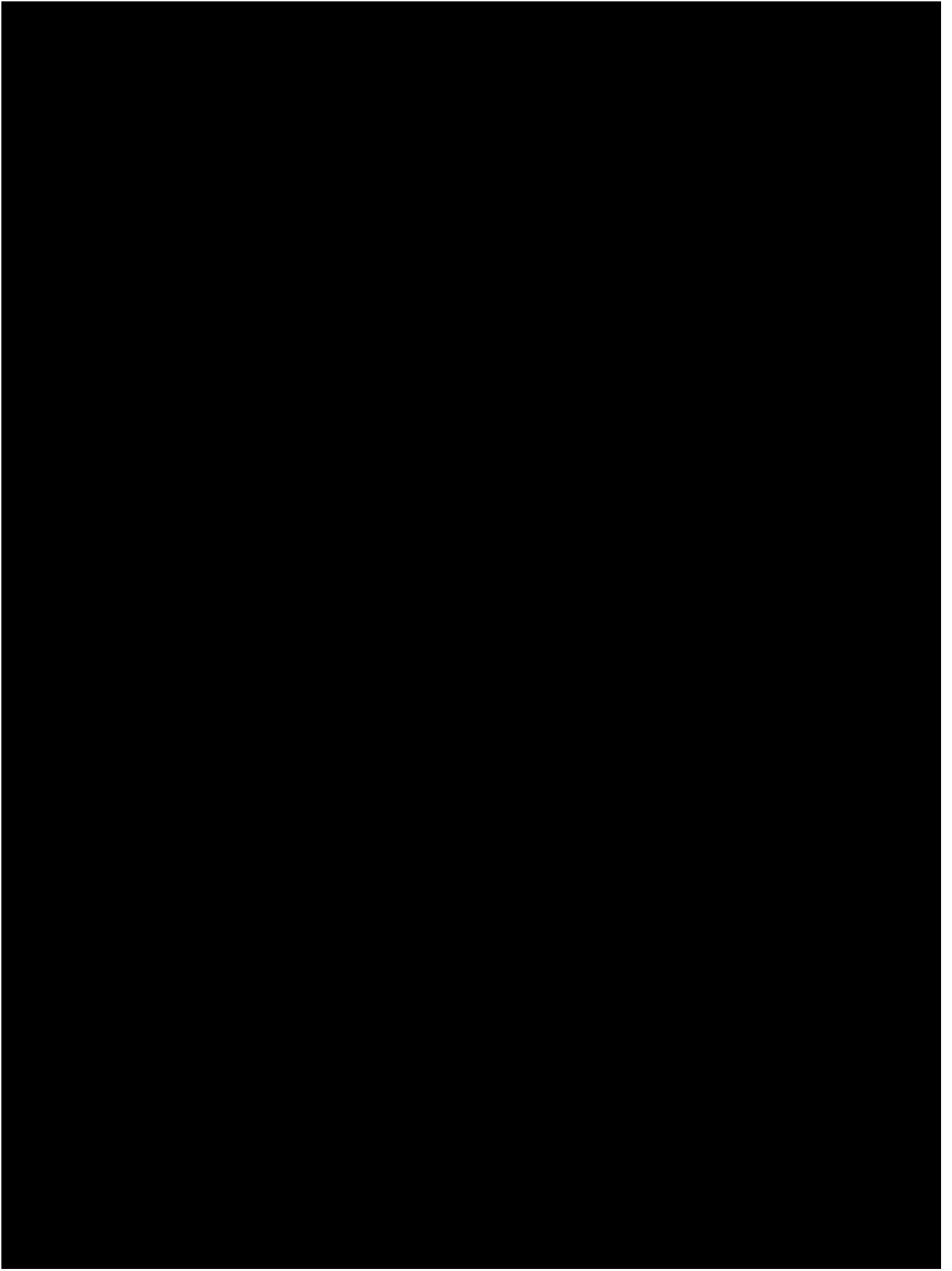


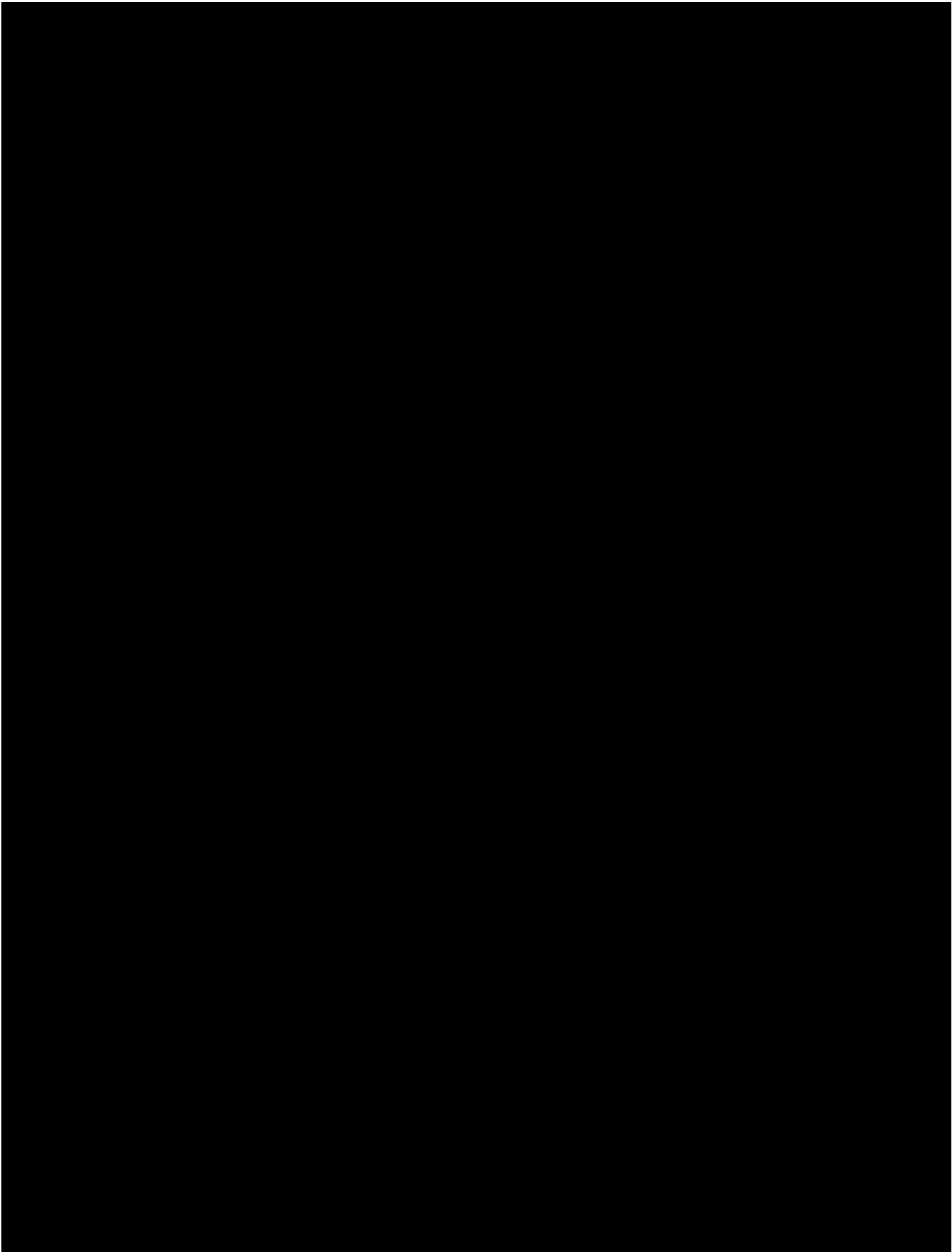


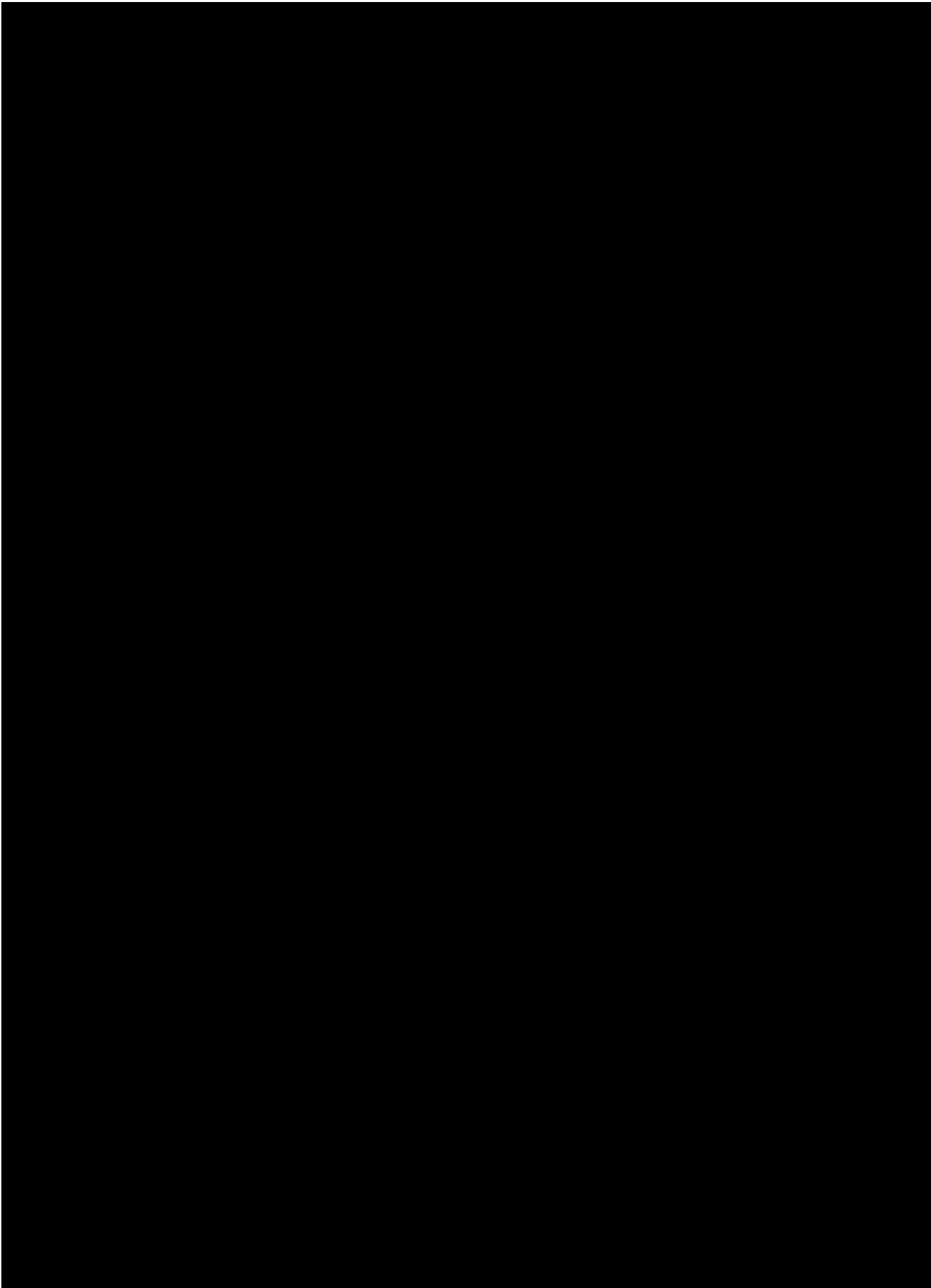
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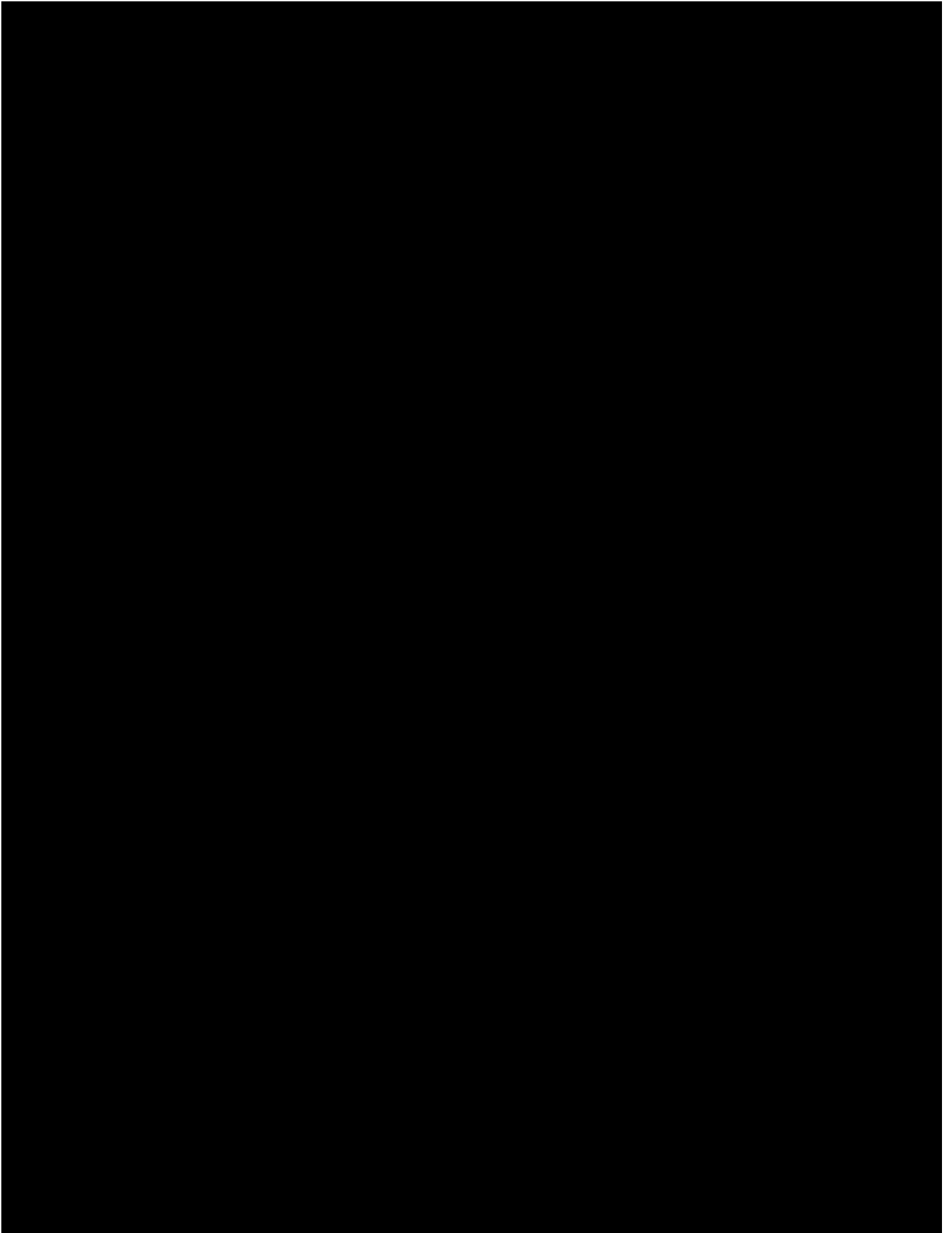


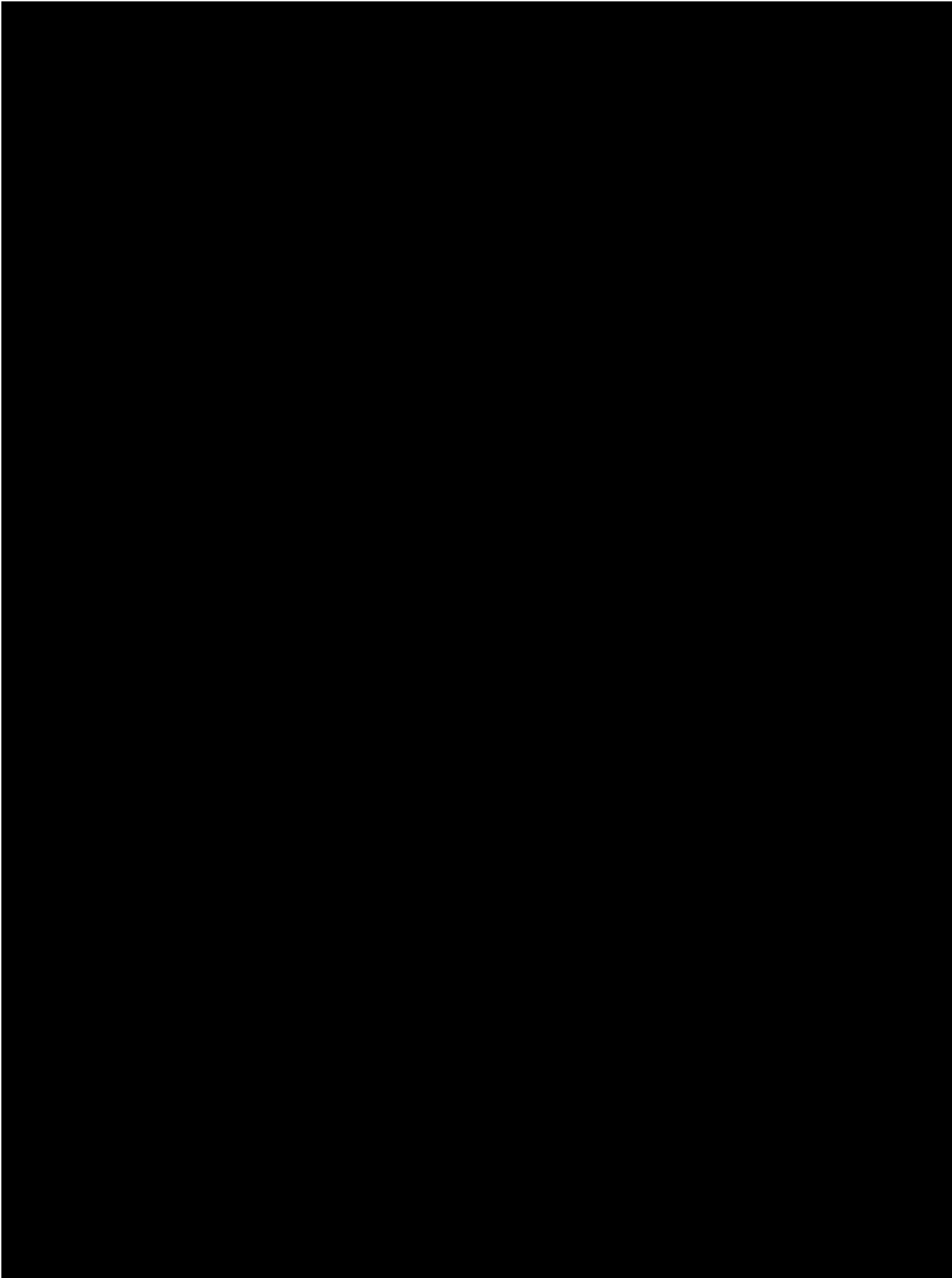


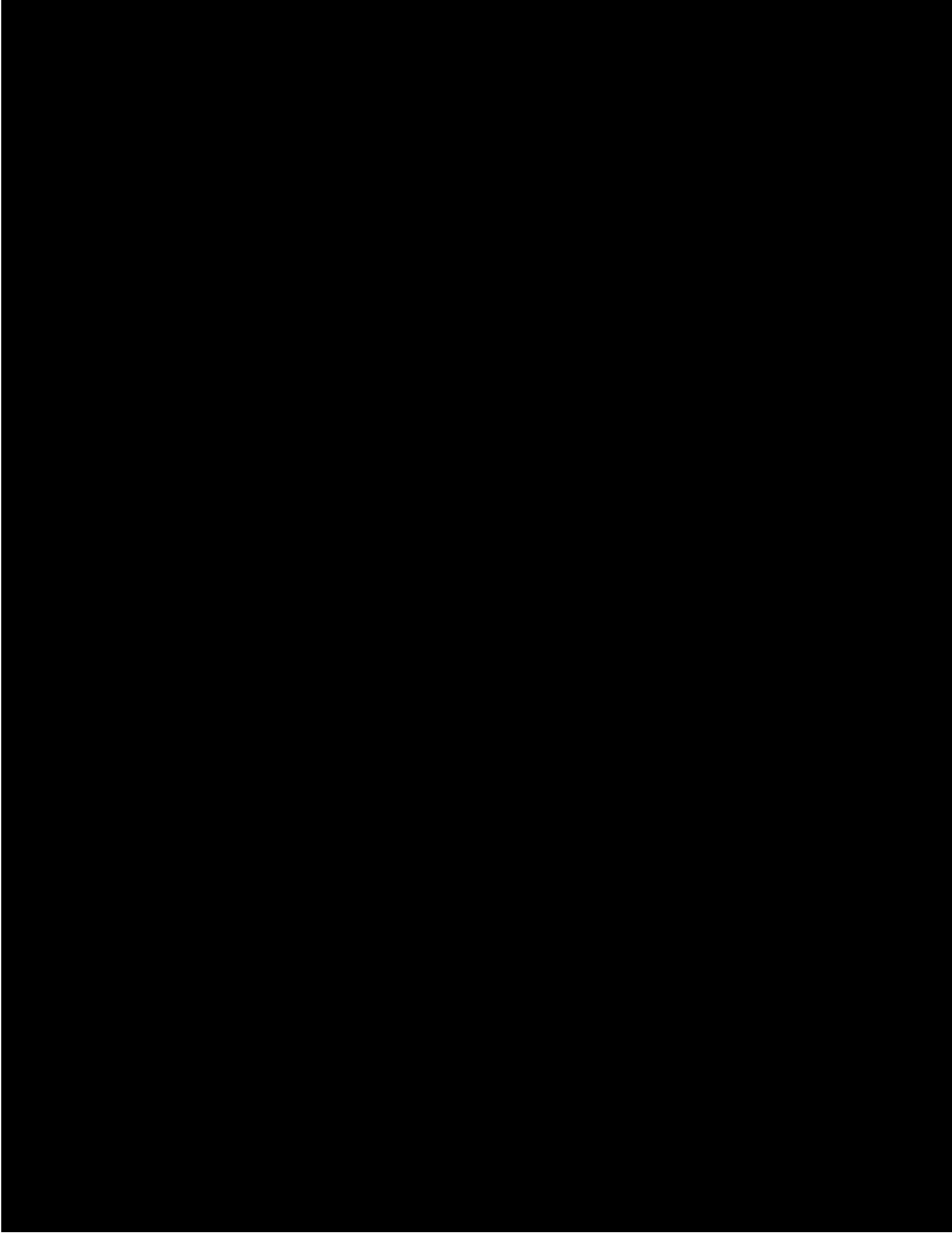


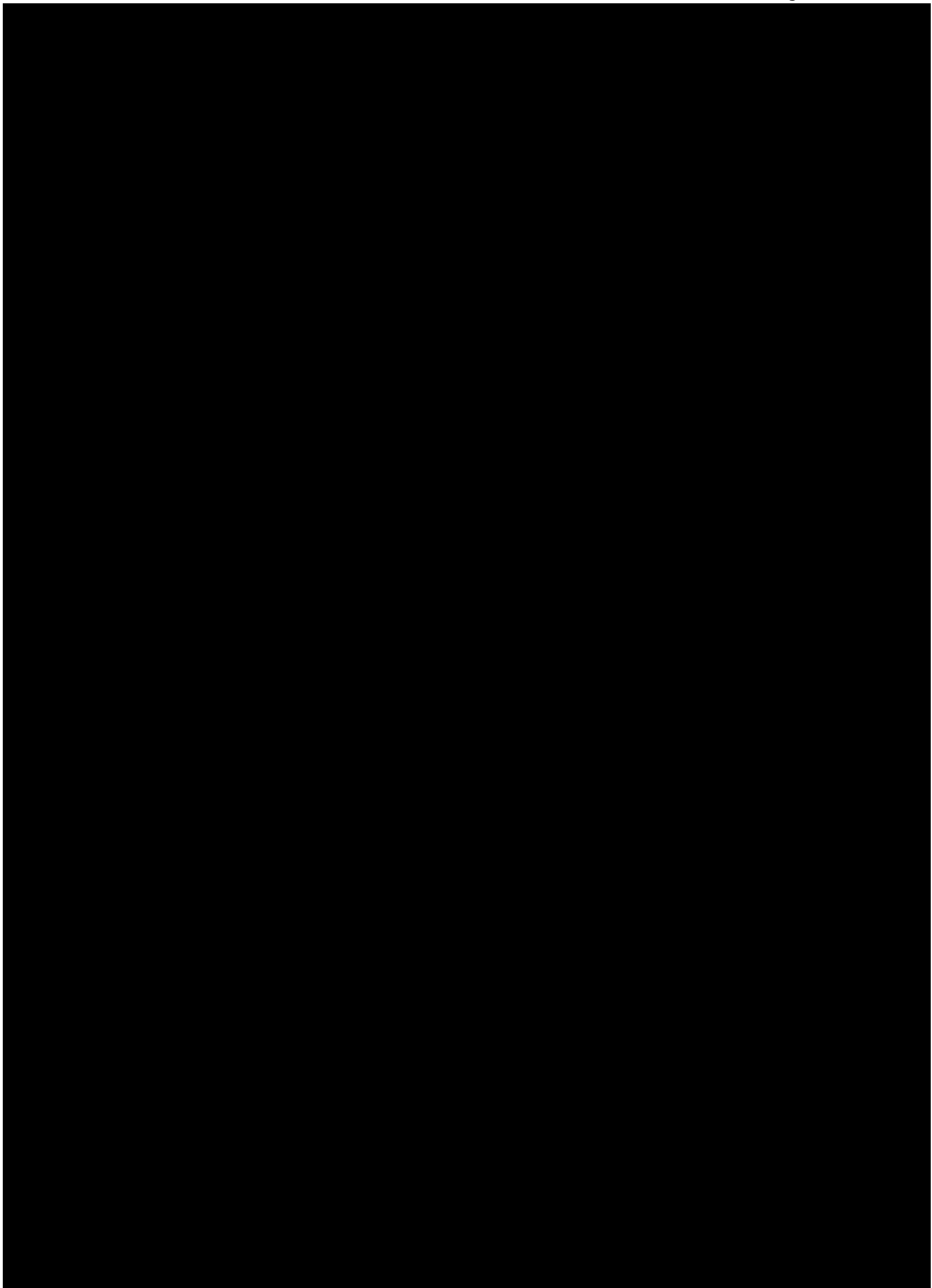


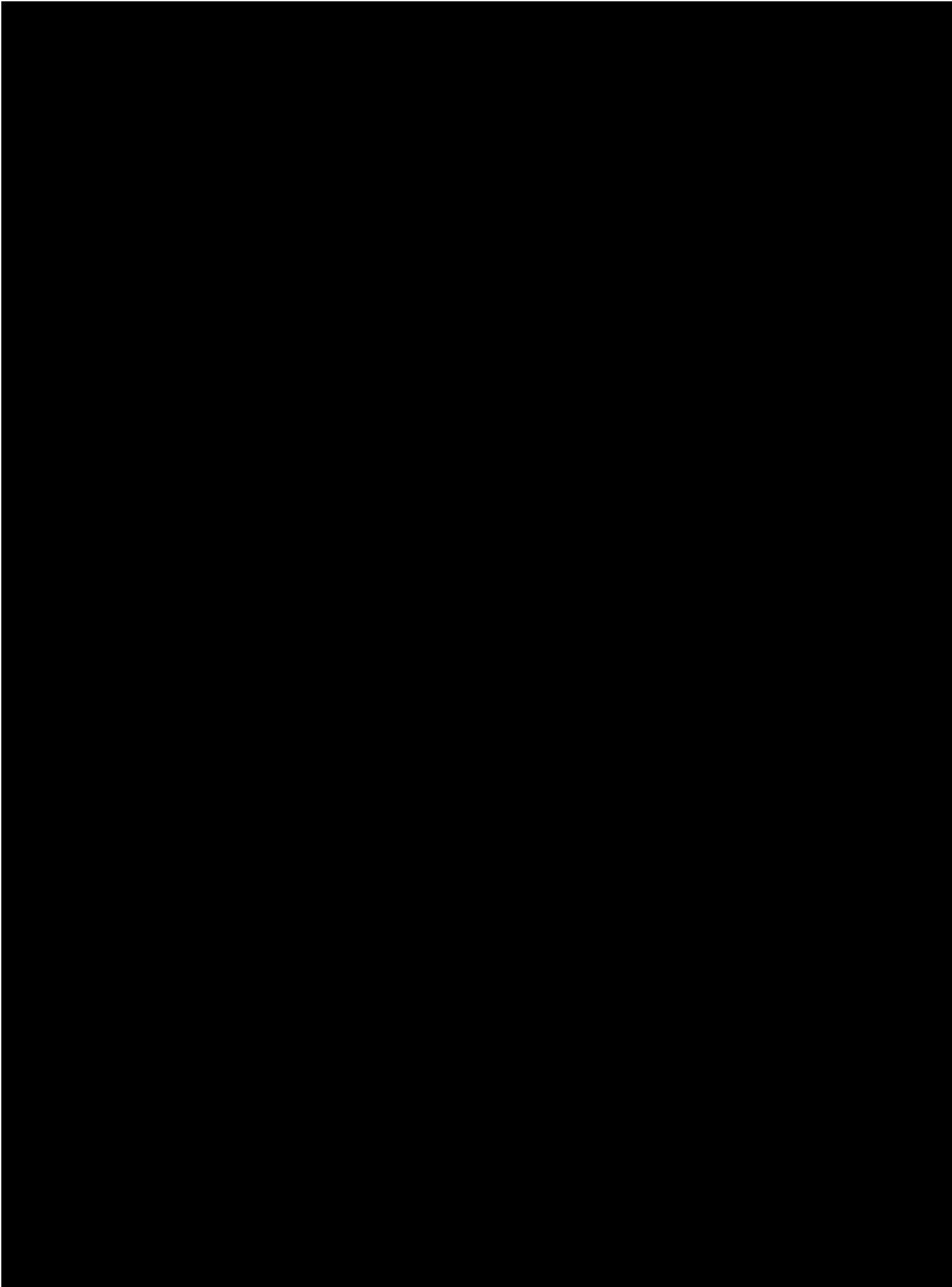


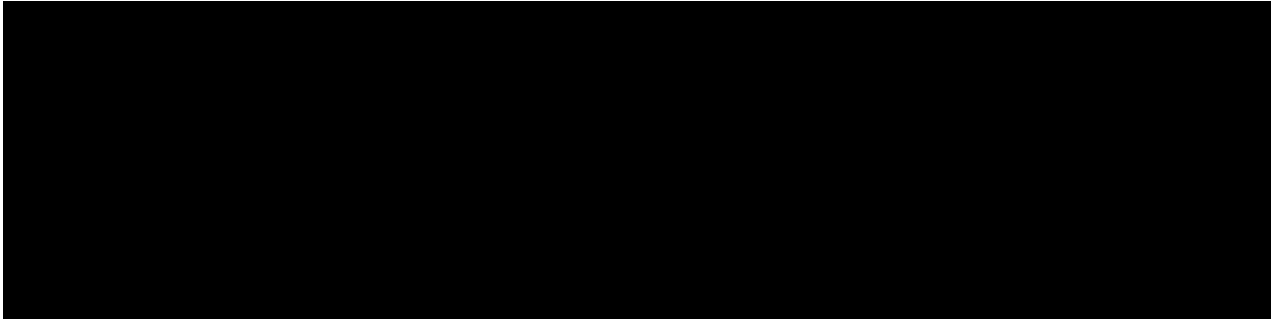


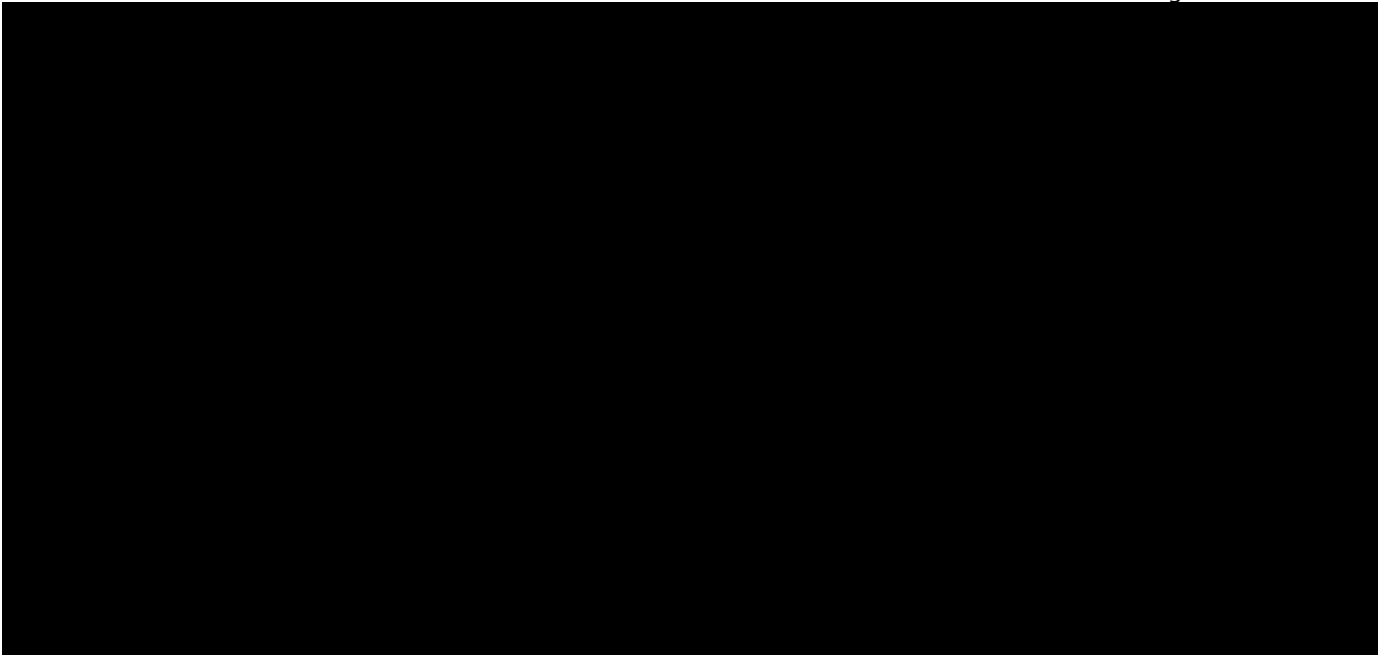


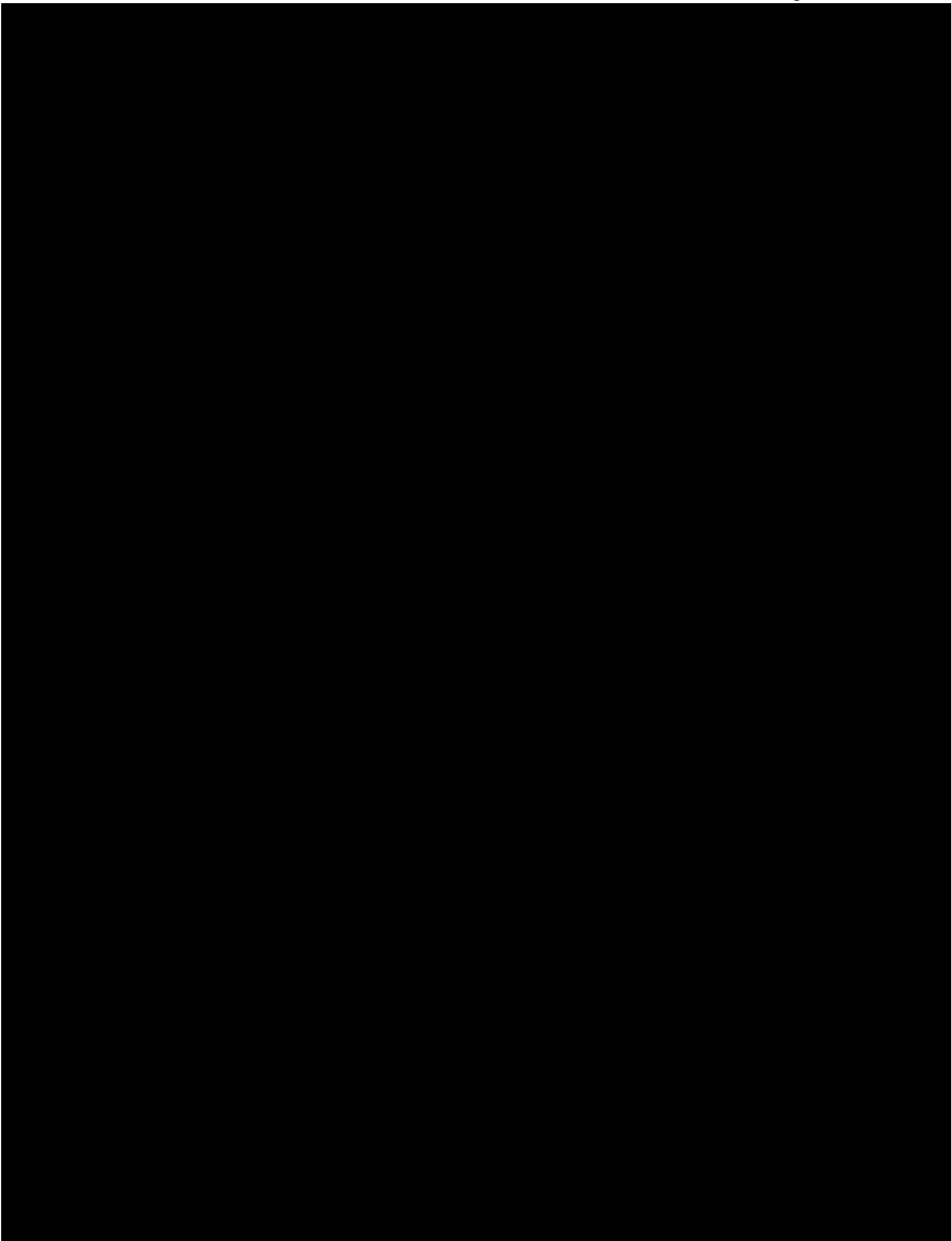


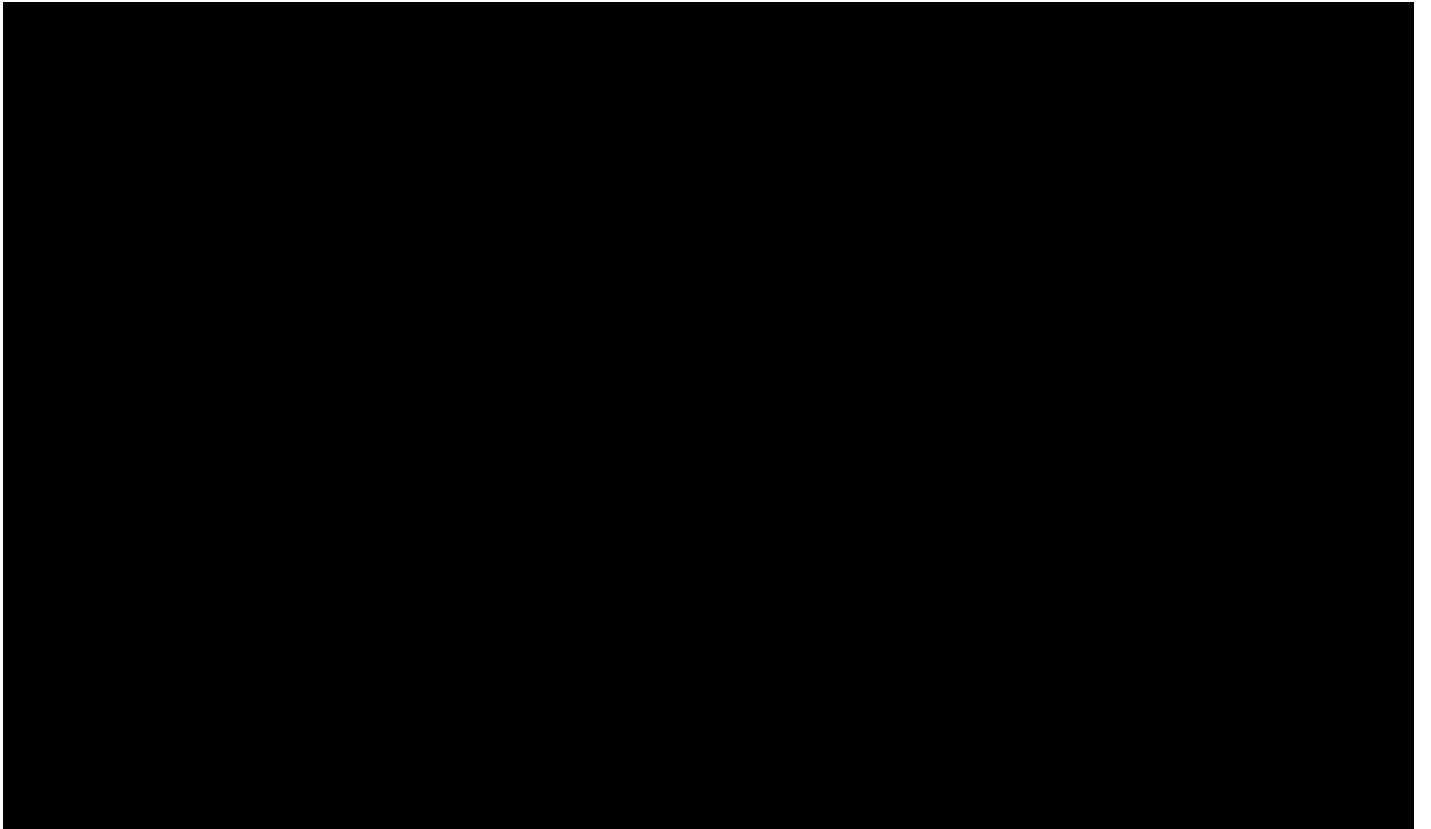














PART B

APPROVALS, LAND, AND INTERFACE AGREEMENTS

SCHEDULE 10

Approvals

(Clause 5.2 (*Consent and Approvals*))

Part A: Approvals to be obtained by Principal

The Planning Approval.

The EPBC Act Approval, to the extent required by Law.

Part B: Approval conditions and revised environmental management measures to be undertaken by Principal or Contractor

1. The Contractor must fulfil all the conditions and requirements of:
 - (a) the Planning Approval to the extent related to the Contractor's Activities, the Project Works, the Temporary Works or the D&C Phase Maintenance, except to the extent to which this Part B of this Schedule 10 or Table 1 below expressly states otherwise or expressly allocates responsibility to the Principal; and
 - (b) the revised environmental management measures (**REMMs**) set out in section D1 of the F6 Extension Stage 1 from New M5 Motorway at Arncliffe to President Avenue at Kogarah Submissions report on the environmental impact statement (**Submissions Report**), to the extent:
 - (i) related to: the Contractor's Activities, the Project Works, the Temporary Works, the D&C Phase Maintenance;
 - (ii) related to a condition of the Planning Approval which the Contractor must fulfil under this Schedule 10; or
 - (iii) required so that the design and construction of the Project Works enables the O&M Activities to satisfy the REMMs,except to the extent to which this Part B of this Schedule 10 or Table 2 below expressly states otherwise or expressly allocates responsibility to the Principal.
2. The Principal is responsible for fulfilling all the conditions and requirements of the Planning Approval and the REMMs to the extent applicable to:
 - (a) any early work performed by a contractor engaged by the Principal other than the Contractor; or
 - (b) the operation, maintenance, repair and renewal of the Motorway Works after the Date of Opening Completion,except to the extent Table 1 or Table 2 (as applicable) below expressly states otherwise or expressly allocates responsibility to the Contractor.
3. Where the Planning Approval requires the Project Works to be operated or maintained in accordance with certain requirements, the Contractor must ensure that the Project Works are designed and constructed so as to satisfy those requirements if operated and maintained in accordance with the operation and maintenance requirements in the SWTC, original equipment manufacturer requirements and standard industry practice for operation and maintenance of similar works.

4. Except to the extent Table 1 or Table 2 (as applicable) below expressly states otherwise, where the Contractor is required to submit any information, reports, plans, notifications and other documents required by or for the purposes of the Planning Approval or Submissions Report (**Approval Document**) to the Secretary of the Department of Planning and Environment (**Secretary**) or other Authority, the Principal will submit the Approval Document prepared by the Contractor to the Secretary or Authority, subject to the Contractor's compliance with the following:
 - (a) The Contractor must provide to the Principal drafts of the Approval Documents in a form which meets the requirements of this deed in accordance with the following timetable:
 - (i) provide a first draft to the Principal not less than 30 Business Days in advance of the date upon which the Approval Document(s) are required to be submitted to the Secretary or Authority, and allow the Principal at least 10 Business Days to review and comment on the first draft;
 - (ii) if a second draft is required by the Principal, provide a second draft to the Principal not less than 10 Business Days in advance of the date upon which the Approval Document(s) are required to be submitted to the Secretary or Authority, and allow the Principal at least 5 Business Days to review and comment on the second draft; and
 - (iii) provide the form of Approval Document(s) to be submitted to the Principal 1 Business Day prior to the date upon which the Approval Document(s) are required to be submitted to the Secretary or Authority.
 - (b) The Contractor must revise the first and second drafts of the Approval Document to address any comments received from the Principal to the extent required to ensure the Approval Document complies with the requirements of this deed (including the Planning Approval) and must act reasonably in considering any other comments received from the Principal.
5. The Contractor must keep the Principal informed of all information, notifications, reports, plans and other documentation which it is required to submit to the Secretary or to any other third party in accordance with this Schedule 10 by providing the Principal with a copy of any such documents as soon as practicable after any such submission. This section 5 does not apply to information, notifications, reports, plans and other documentation which the Principal submitted in accordance with section 4 of this Part B of this Schedule 10.
6. Any allocation of responsibility to the Principal (whether in full or in part) pursuant to this Schedule 10 will not limit any of the Contractor's obligations under this deed. The Contractor must provide information and assistance as reasonably required by the Principal to enable the Principal to comply with conditions for which the Principal is responsible (in full or in part) under this Schedule 10.
7. Any express allocation of responsibility to the Contractor (whether in full or in part) in Table 1 or Table 2 (as applicable) does not exclude or limit the general allocation of responsibilities to the Contractor in accordance with this Part B of this Schedule 10.
8. For the purposes of determining the Contractor's obligations under this deed in relation to the Planning Approval, the following principles will apply unless otherwise specified in Table 1 or Table 2 (as applicable):
 - (a) The term "completion of construction" in the Planning Approval will include the satisfaction of all requirements for Opening Completion.

- (b) The term "construction" in the Planning Approval will include the Project Works, the Temporary Works, the D&C Phase Maintenance, the Landscaping Maintenance and the Contractor's Activities, excluding certain low impact work in accordance with the definition of "construction" in the Planning Approval.
- (c) The term "construction activities" in the Planning Approval will include the Contractor's Activities.
- (d) The term 'works' in the Planning Approval will include all Project Works, Temporary Works, D&C Phase Maintenance, Landscaping Maintenance and Contractor's Activities which are physical work.

Part C: Licences and certifications to be obtained by Contractor

9. The Contractor must:
- (a) obtain an Environment Protection Licence in respect of the Contractor's Activities prior to undertaking any Scheduled Activity as contemplated by Schedule 1 to the Protection of the *Environment and Operations Act 1997* (NSW); and
 - (b) hold an Environment Protection Licence in respect of the Contractor's Activities until the Date of Completion.
10. The Contractor must, in relation to any part of the Project Works or the Temporary Works that is Crown Building Work (as defined in section 109R of the EP&A Act), certify (on behalf of the Principal) as required by section 109R of the EP&A Act. Any certification under this section will not lessen or otherwise affect:
- (a) the Contractor's other Liabilities or responsibilities under this deed or otherwise according to Law; or
 - (b) the Principal's rights against the Contractor, whether under this deed or otherwise according to Law.

Table 1 –Allocation of responsibility for Planning Approval Conditions

Planning Approval Condition number	Exceptions to general allocations of responsibilities
A23	The Principal must comply with this condition A23.
A24	The Principal is responsible for ensuring that the selected Environmental Representative meets the requirements of this condition A24.
A25	The Principal must comply with this condition A25.
A26	The Principal must comply with this condition A26. The Contractor must give the Principal information and assistance as required by the Principal to comply with this condition A26.
A28	<p>The Principal must select a suitably qualified Acoustics Advisor and obtain the Secretary’s approval in accordance with this condition A28.</p> <p>The Contractor must accede to the Deed of Appointment of Acoustics Advisor in accordance with this deed and otherwise comply with this condition A28 to the extent required by Part B of this Schedule 10.</p>
A32	<p>To the extent the Principal is responsible under this Schedule 10 for complying with a condition of the Planning Approval, the Principal must provide the information and assistance relating to compliance with that condition reasonably required by the Contractor to comply with its obligations in relation to this condition A32.</p> <p>The Contractor is otherwise responsible for complying with this condition A32 to the extent required by Part B of Schedule 10, including incorporating the information provided by the Principal into the Compliance Monitoring and Reporting Program.</p>
A33	<p>To the extent the Principal is responsible under this Schedule 10 for complying with a condition of the Planning Approval, the Principal must provide the information and assistance relating to compliance with that condition reasonably required by the Contractor to comply with its obligations in relation to this condition A33.</p> <p>The Contractor is otherwise responsible for complying with this condition A33 to the extent required by Part B of Schedule 10, including incorporating the information provided by the Principal into the compliance report.</p>

A35	<p>To the extent the Principal is responsible under this Schedule 10 for complying with a condition of the Planning Approval, the Principal must provide the information and assistance relating to compliance with that condition reasonably required by the Contractor to comply with its obligations in relation to this condition A35.</p> <p>The Contractor is otherwise responsible for complying with this condition A35 to the extent required by Part B of Schedule 10.</p>
A36	<p>To the extent the Principal is responsible under this Schedule 10 for complying with a condition of the Planning Approval, the Principal must provide the information and assistance relating to compliance with that condition reasonably required by the Contractor to comply with its obligations in relation to this condition A36.</p> <p>The Contractor is otherwise responsible for complying with this condition A36 to the extent required by Part B of Schedule 10, including incorporating the information provided by the Principal into the Independent Audit Program.</p>
A38	<p>To the extent the Principal is responsible under this Schedule 10 for complying with a condition of the Planning Approval, the Principal must provide the information and assistance relating to compliance with that condition reasonably required by the Contractor to comply with its obligations in relation to this condition A38.</p> <p>The Contractor is otherwise responsible for complying with this condition A38 to the extent required by Part B of Schedule 10.</p>
A39	<p>Section 4 of Part B of this Schedule 10 does not apply to any notification required by this condition A39.</p>
A40	<p>Section 4 of Part B of this Schedule 10 does not apply to any notification required by this condition A40.</p>
B11	<p>The Principal must comply with this condition B11.</p>
B12	<p>The Principal must comply with this condition B12.</p>
B13	<p>The Principal must comply with this condition B13.</p> <p>The Contractor must comply with any recommendations made by the Community Complaints Mediator to the extent required by Part B of this Schedule 10.</p>
B14	<p>The Principal must comply with this condition B14.</p>

B15	<p>The Principal is responsible for providing the Contractor with access to a website for the purpose of compliance with this condition.</p> <p>The Contractor must upload to the website all information in relation to the CSSI to the extent required by Part B of this Schedule 10. The Contractor must give the Principal a reasonable opportunity to review information to be uploaded to the website before it is uploaded.</p>
D1	<p>The Contractor must comply with this condition D1.</p>
D2	<p>This condition D2 will not apply because the Contractor is required to prepare an OEMP under condition D1.</p>
D3	<p>The Contractor must comply with this condition D3.</p> <p>The Contractor must, in consultation with the Principal and the O&M Contractor, prepare and submit the OEMP before and as a condition precedent to Opening Completion.</p>
D9	<p>The Contractor must comply with this condition D9.</p> <p>The Contractor must prepare and submit the Wetland Monitoring Program before and as a condition precedent to Opening Completion.</p>
D8	<p>The Contractor must undertake groundwater monitoring until the Date of Opening Completion.</p>
D10	<p>The Contractor must comply with this condition D10 to the extent related to the Wetland Monitoring Program. The Principal must otherwise comply with this condition D10.</p>
D11	<p>The Contractor must comply with this condition D11 to the extent related to the Wetland Monitoring Program. The Principal must otherwise comply with this condition D11.</p>
D12	<p>The Contractor must comply with this condition D12 to the extent related to the Wetland Monitoring Program. The Principal must otherwise comply with this condition D12.</p>
D13	<p>The Contractor must comply with this condition D13 to the extent related to the Wetland Monitoring Program. The Principal must otherwise comply with this condition D13.</p>
D14	<p>The Contractor must comply with this condition D14 to the extent related to the Wetland Monitoring Program. The Principal must otherwise comply with this condition D14.</p>

E2	The Principal must comply with this condition E2, except the Contractor must, if and as requested by the Principal, attend and participate in meetings of the Air Quality Community Consultative Committee (AQCCC), cooperate with the AQCCC (including in relation to the location of ambient air quality monitoring stations), and prepare information and materials in relation to the AQCCC.
E3	The Principal must comply with this condition E3.
E4	The Principal must comply with this condition E4 only to the extent related to engaging the Air Quality Independent Reviewer. The Contractor is otherwise responsible for complying with this condition E4.
E8	The Principal must comply with this condition E8.
E9	The Principal must comply with this condition E9 only to the extent related to engaging the Air Quality Independent Reviewer. The Contractor is otherwise responsible for complying with this condition E9.
E18	The Principal must comply with this condition E18. Until the expiry of the final Defects Correction Period and to the extent relevant to the Project Works, the Contractor must give the Principal information and assistance as required by the Principal to comply with this condition E18.
E19	The Contractor must comply with this condition E19 until the Date of Opening Completion. The Principal must otherwise comply with this condition E19.
E20	The Contractor must comply with this condition E20(b) until the Date of Opening Completion. The Principal must otherwise comply with this condition E20.
E21	The Contractor must comply with this condition E21 until the Date of Opening Completion. The Contractor must take reasonable steps to handover responsibility for this condition E21 to the Principal at the Date of Opening Completion. The Principal must comply with this condition E21 from the Date of Opening Completion.

E22	<p>The Contractor must comply with this condition E22 until the Date of Opening Completion.</p> <p>The Principal must otherwise comply with this condition E22.</p>
E23	<p>The Contractor must comply with this condition E23.</p>
E24	<p>The Contractor must comply with this condition E24 until the Date of Opening Completion.</p> <p>The Principal must otherwise comply with this condition E24.</p>
E25	<p>The Contractor must comply with this condition E25 until the Date of Opening Completion.</p> <p>The Principal must otherwise comply with this condition E25.</p>
E32	<p>The Principal must ensure the relevant information (provided by the Contractor) is placed on a website and the website is maintained throughout the operation as required by this condition E32.</p> <p>The Contractor is otherwise responsible for complying with this condition E32 to the extent required by Part B of this Schedule 10.</p>
E33	<p>The Principal must implement the Air Quality Reporting System prepared by the Contractor after the Date of Opening Completion.</p> <p>The Contractor must otherwise comply with this condition E33.</p>
E34	<p>The Principal must implement the Air Quality Reporting System prepared by the Contractor after the Date of Opening Completion.</p> <p>The Contractor must otherwise comply with this condition E34.</p>
E35	<p>The Principal must implement the Air Quality Reporting System prepared by the Contractor after the Date of Opening Completion.</p> <p>The Contractor must otherwise comply with this condition E35.</p>
E36	<p>The Principal must implement the quality assurance and quality control measures prepared by the Contractor after the Date of Opening Completion.</p> <p>The Contractor must otherwise comply with this condition E36.</p>
E37	<p>The Principal is responsible for meeting all reasonable costs for any necessary amendments to planning instrument(s) required to implement</p>

	<p>the guidelines.</p> <p>The Contractor must otherwise comply with this condition E37.</p>
E40	<p>The Contractor must comply with this condition E40.</p>
E41	<p>The Contractor must comply with this condition E41.</p>
E47	<p>The Contractor must notify the relevant council(s) and the SES as required by this condition E47 that the information is available no later than 1 month after the Date of Opening Completion.</p> <p>Information requested by the relevant council(s) and the SES must be provided as required by this condition E47 within 6 months after the Date of Opening Completion or within another timeframe agreed with the relevant council(s) and the SES.</p>
E56	<p>The Contractor must comply with this condition E56 until the Date of Opening Completion.</p> <p>The Principal must otherwise comply with this condition E56.</p>
E59	<p>The Principal must comply with this condition E59 until the commencement of construction.</p> <p>The Contractor must otherwise comply with this condition E59.</p>
E78	<p>The Principal is responsible for the preparation, endorsement by the AA and approval by the Planning Secretary of the report which details the range of at-property noise mitigation treatments to be offered and the procedures and terms of implementing such treatments.</p> <p>The Principal is responsible for the installation of at-property construction noise mitigation treatments identified in Appendix D.1 (<i>Additional Environmental Requirements</i>) of the SWTC.</p> <p>The Contractor must otherwise comply with this condition E78. In complying with this condition E78, the Contractor's works must be in accordance with the report approved by the Planning Secretary.</p>
E84	<p>The Contractor must comply with this condition E84.</p> <p>In complying with this condition E84, the Contractor must take into account the noise mitigation treatments installed by the Principal in accordance with condition E78 identified in Appendix D.1 (<i>Additional Environmental Requirements</i>) of the SWTC.</p>
E85	<p>The Contractor must comply with this condition E85. In complying with this condition E85, the Contractor must take into account the noise</p>

	mitigation treatments installed by the Principal in accordance with condition E78 identified in Appendix D.1 (<i>Additional Environmental Requirements</i>) of the SWTC.
E86	The Contractor must comply with this condition E86.
E99	The Contractor must complete the post-construction surveys and provide the results within 3 months after the Date of Opening Completion.
E101	The Contractor must complete the rectification required by this condition E101 within 9 months after the Date of Opening Completion unless another timeframe is agreed with the owner of the affected surface or sub-surface structure.
E102	<p>The Contractor must provide the information and assistance reasonably required by the Principal and the Independent Property Impact Assessment Panel (IPIAP) in order for the Principal to comply with its obligations in relation to this condition E102 and the IPIAP to perform its functions.</p> <p>The findings and recommendations of the IPIAP are final and binding on, and must be complied with by, the Contractor.</p> <p>The Principal must otherwise comply with this condition E102.</p>
E103	The Principal must comply with this condition E103.
E104	<p>The Principal must comply with this condition E104 in relation to the offset works in the McCarthy Reserve and Brighton Memorial Fields.</p> <p>The Contractor must otherwise comply with this condition E104.</p>
E105	<p>The Principal must comply with this condition E105 in relation to the offset works in the McCarthy Reserve and Brighton Memorial Fields.</p> <p>The Contractor must otherwise comply with this condition E105.</p>
E106	<p>The Principal must comply with this condition E106 in relation to the offset works in the McCarthy Reserve and Brighton Memorial Fields.</p> <p>The Contractor must otherwise comply with this condition E106.</p>
E107	<p>The Principal must comply with this condition E107 in relation to the offset works in the McCarthy Reserve and Brighton Memorial Fields.</p> <p>The Contractor must otherwise comply with this condition E107.</p>

E108	<p>The active transport corridor has been realigned to the location specified in the SWTC.</p> <p>The Principal is responsible for any subdivision and survey required to comply with this condition E108.</p> <p>The Contractor must otherwise comply with this condition E108.</p> <p>The Contractor may only handover any land to which this condition E108 applies before the Date of Opening Completion with the Principal's prior written approval.</p> <p>The Contractor is responsible for the maintenance of any land to which this condition E108 applies until it is handed over.</p>
E112	<p>In complying with this condition E112, the Contractor must remediate the land so that it is suitable for the final intended land use as that use is specified in the Site Access Schedule. Nothing in this condition limits the Contractor's entitlements pursuant to clause 10 of the D&C Deed.</p>
E127	<p>The Contractor must give the Principal a copy of the Road Dilapidation Report required by this condition E127.</p>
E134	<p>The Principal must comply with this condition E134.</p>
E135	<p>The Principal must comply with this condition E135.</p>
E150	<p>The Contractor must construct the footpath as required by the SWTC.</p>
E151	<p>The Contractor must realign the on-road portion of the active transport corridor to which this condition E151 applies as required by the SWTC.</p>
E152	<p>The Principal must investigate the feasibility of an alternative alignment of the shared path as required by this condition E152.</p> <p>The Contractor must construct the shared path as required by the SWTC.</p>
E159	<p>The Contractor must comply with this condition E159 until the Date of Opening Completion and in relation to any Contractor's Activities performed after that.</p> <p>The Principal must otherwise comply with this condition E159.</p>
E160	<p>The Contractor must comply with this condition E160 until the Date of Opening Completion and to the extent it forms part of the Landscaping Maintenance.</p>

	The Principal must otherwise comply with this condition E160.
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Table 2 –Allocation of responsibility for REMMs

REMM number	Exceptions to general allocations of responsibilities
NV5	The Principal must comply with this requirement NV5 to the extent related to the Principal’s responsibility to comply with Planning Approval Condition E78. The Contractor must otherwise comply with this requirement NV5.
B6	The Principal must comply with this requirement B6, except to the extent the Contractor departs from [the reference design set out in the Information Documents].
PL1	The Principal must comply with this requirement PL1.
PL2	The Principal must comply with this requirement PL2.
SE2	The Principal must comply with this requirement SE2 to the extent related to the Principal’s responsibility to comply with Planning Approval conditions E104 to E107. The Contractor must otherwise comply with this requirement SE2.
SE7	The Principal must comply with this requirement SE7, except to the extent the Contractor departs from [the reference design set out in the Information Documents].
SWF4	The Contractor must undertake surface water monitoring until the Date of Opening Completion.

SCHEDULE 11

Property Owner's Certificate

(Clauses 9.3 (*Property Works*) and 9.5 (*Extra Land*))

This Deed Poll is in favour of:

1. Transport for NSW (ABN 18 804 239 602) a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW) of 20-44 Ennis Road, Milsons Point, New South Wales, 2061 (**TfNSW**); and
2. [Contractor] (ABN [Insert]) of [Insert address] (the **Contractor**),
and their successors and permitted assigns (together, the Beneficiaries).

PROPERTY ADDRESS:

1. I/We confirm that the following works have been carried out and completed on my/our property to my/our satisfaction:
[Insert description of property works]
2. I/We confirm that our land has been rehabilitated and all damage and degradation on it caused by the M6 Stage 1 Project has been repaired.
3. I/We release the Beneficiaries from all claims and actions which I/we may have arising out of or in connection with the works referred to in item 1.

SIGNED as a Deed Poll

SIGNED, SEALED and **DELIVERED** by
[NAME OF PARTY] in the presence of:

Signature

Signature of witness

Name of witness in full

SCHEDULE 12

Requirements of Interface Agreements

(Clauses 7.17 (*Interface Agreements*))

1. NO LIMITATION ON DEED

Nothing in this Schedule 12 limits the Principal's rights or affects the Contractor's obligations under the D&C Documents.

The exclusion of liability for Consequential Loss and the General Cap apply to Schedule 12 (including the carve outs to those). Despite any contrary provision nothing in this Schedule 12 will extend the Contractor's liability for any Consequential Loss or under an indemnity beyond the scope of that provided for in clauses 28.3 (*Indemnity and Liability Exclusions*) and 29 (*Cap on Liability*) of this deed.

2. INTERFACE AGREEMENTS

(a) The Contractor acknowledges:

- (i) Sydney Water Corporation (ABN 49 776 225 038) and the Principal have entered into the Sydney Water Interface Deed (**Sydney Water Interface Deed**);
- (ii) Rail Corporation New South Wales (ABN 59 325 778 353) and the Principal have entered into the Master Access Deed (**Master Access Deed**);
- (iii) Bayside Council (ABN 80 690 785 443) and the Principal have entered into the Bicentennial Park Construction Lease (**Bicentennial Park Construction Lease**);
- (iv) Gorodok Pty Limited (ABN 30 057 156 751) and the Principal have entered into the Recoverable Works Agreement (**APA Works Agreement**);
- (v) Bayside Council (ABN 80 690 785 443) and the Principal have entered into the Permanent Power Supply Works Construction Lease (**PPS Works Lease**);
- (vi) Bayside Council (ABN 80 690 785 443) and the Principal have entered into the Active Transport Corridor Land Construction Lease (**ATC Lease**);
- (vii) Bayside Council (ABN 80 690 785 443) (formerly Rockdale City Council (ABN 66 139 730 052)) and the Principal (formerly Roads and Maritime Services (ABN 76 236 371 088)) have entered into the 'Lease' dated 29 February 2016 and the 'Deed of Variation of Lease' for Part of Lot 1 in DP 108492 (together, the **Arncliffe Lot 1 Lease**);
- (viii) Bayside Council (ABN 80 690 785 443) (formerly Rockdale City Council (ABN 66 139 730 052)) and the Principal (formerly Roads and Maritime Services (ABN 76 236 371 088)) have entered into the 'Lease' dated 5 January 2016 and the 'Deed of Variation of Lease' for Part of Lot 14 in DP 213314 (together, the **Arncliffe Lot 14 Lease**);
- (ix) The Technical and Further Education Commission (ABN 89 755 348 137) and the Principal have entered into the Licence for Works (**TAFE Licence**);

- (x) Sydney Water Corporation (ABN 49 776 225 038) and the Principal have entered into the Deed of Licence (**Sydney Water Licence**);
- (xi) the WestConnex Concessionaires and the Principal have entered into the M6 Stage 1 Deed of Agreement (**WestConnex Interface Agreement**);
- (xii) Canterbury Council (ABN 45 985 891 846) and the Principal will enter into the Canterbury Council Construction Lease (**Canterbury Council Construction Lease**); and
- (xiii) Kogarah Golf Club Ltd (ACN 000 020 468) and the Principal have entered into the Kogarah Golf Course Substratum Lease and the Deed of Variation of Lease for subsurface land (**KGC Lease**),

(each an **Interface Agreement**).

- (b) The Contractor must, in performing, the Contractor's Activities, unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Interface Agreements to the extent that they apply or relate to:
 - (i) the Relevant Project Works and the Water Asset Works (each term as defined in the Sydney Water Interface Deed);
 - (ii) the Works (as defined in the Master Access Deed);
 - (iii) the Bicentennial Site Reinstatement Works (as defined in the Bicentennial Park Construction Lease);
 - (iv) the Project Proponent Works (as defined in the APA Works Agreement);
 - (v) the Works (as defined in the PPS Works Lease);
 - (vi) the Works (as defined in the ATC Lease);
 - (vii) the Arncliffe Site Reinstatement Works and Tenant's Construction Work (as defined in the Arncliffe Lot 1 Lease);
 - (viii) the Arncliffe Site Reinstatement Works and Tenant's Construction Work (as defined in the Arncliffe Lot 14 Lease);
 - (ix) the Licensee's Works (as defined in the TAFE Licence);
 - (x) the Licensee's Works (as defined in the Sydney Water Licence);
 - (xi) the Works or the M6 D&C Contractor's Activities (as defined in the WestConnex Interface Agreement);
 - (xii) the Works (as defined in the Canterbury Council Construction Lease); and
 - (xiii) the Works (as defined in the KGC Lease),(together the **Interface Works**); or
 - (xiv) the Project Works, Temporary Works, D&C Phase Maintenance, Landscaping Maintenance or Contractor's Activities,

as if the Contractor were named as the Principal in the relevant Interface Agreements so as to ensure that the Principal is able to fully meet those obligations under the Interface Agreements or otherwise at Law except to the extent that the relevant table below:

- (xv) provides that the Contractor is not required to comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (xvi) limits or qualifies the Contractor's obligation in respect of that obligation, condition or requirement.
- (c) The Contractor must, in performing, the Contractor's Activities comply with and fulfil any conditions, obligations or requirements allocated to the Contractor in this Schedule 12 that are additional to or more stringent or onerous than the conditions and requirements described in section 2(b) of this Schedule 12.
- (d) The Contractor must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform any obligations under or in connection with the Interface Agreements.
- (e) Subject to the tables below, the Contractor may not exercise any of the Principal's discretions or rights under the Interface Agreements unless it has obtained the Principal's prior written consent.
- (f) The Contractor acknowledges that:
- (i) the Interface Agreements may provide processes for the Interface Works to be designed and constructed; and
 - (ii) it must design and construct the Interface Works in accordance with the requirements of the Interface Agreements, this Schedule 12 and this deed.
- (g) Where the Interface Agreements provide that:
- (i) the Principal must; or
 - (ii) the Principal must ensure that any of its contractors will,
- do something or comply with an obligation which applies or relates to the Interface Works, the Contractor must in performing the Contractor's Activities, do that thing or comply with that obligation.
- (h) Where the Interface Agreements provide for the Principal to provide a document, notice, information or comment to, or request the consent of, an Interface Party or an independent certifier appointed in respect of that Interface Agreement which relates to the Interface Works, the Contractor:
- (i) must not provide any such document, notice, information or comments directly to, or request consent from, the Interface Party or independent certifier (as applicable); and
 - (ii) must provide such document, notice, information or comments, or request for consent, to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information or request for consent and consider the comments and provide the document, notice, information, comments or request for consent to the relevant

Interface Party within the time period required by the relevant Interface Agreement.

- (i) The Contractor must, in carrying out the Contractor's Activities:
 - (i) comply with any reasonable directions of the relevant Interface Party's representative in respect of the relevant Interface Agreement in relation to compliance with the conditions and requirements of the Interface Agreements which apply or relate to the Interface Works or the Contractor's Activities or other requirements of the Interface Parties;
 - (ii) ensure that no act or omission of the Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to an Interface Party under the Interface Agreements or otherwise at Law; and
 - (iii) otherwise act consistently with the terms of the Interface Agreements.
- (j) Whenever, pursuant to the terms of the Interface Agreements, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to an Interface Party under any clause of the Interface Agreements which is in any way connected with the Interface Works then, subject to what is provided in this Schedule 12 and the other terms of this deed, the Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Interface Agreements in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (k) The Contractor acknowledges that to the extent that the Interface Agreements contain provisions pursuant to which an Interface Party is stated to make no representations as to a state of affairs, the Contractor agrees that the Principal similarly makes no representations to the Contractor in respect of that state of affairs in the same way as if the relevant terms of the Interface Agreements were set out fully in this deed.
- (l) Nothing in the Interface Agreements or this Schedule 12 limits the Principal's rights or the Contractor's obligations in relation to Opening Completion or Completion or the rectification of Defects under this deed.
- (m) Without limiting any other provision of the D&C Documents, the Contractor must indemnify the Principal from and against any claim by any Interface Party against the Principal or any Liability of the Principal to an Interface Party arising out of or in any way in connection with the Interface Agreements to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, a breach of the D&C Documents by the Contractor, or a wrongful or negligent act or omission by the Contractor or the Contractor's Related Parties in the performance of the Contractor's Activities:
 - (i) provided that the Contractor's responsibility to indemnify the Principal will be reduced to the extent that a breach or other act or omission of the Principal (including any negligence) or an agent of the Principal or its Related Parties contributed to the Liability or claim; and
 - (ii) except to the extent it is limited in this Schedule 12.
- (n) The Contractor:

- (i) bears the full risk of:
 - (A) the Contractor complying with the obligations under this Schedule 12; and
 - (B) any acts or omissions of an Interface Party or its employees, agents, contractors or officers; and
- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2(n)(i) of this Schedule 12; or
 - (B) any acts or omissions of an Interface Party or its employees, agents, contractors or officers.
- (o) For the purpose of this Schedule 12 and unless otherwise provided in this Schedule 12, any reference in:
 - (i) the Sydney Water Interface Deed to the Agency's "Associates" and "the Contractor";
 - (ii) the Master Access Deed to "the Contractor" and "RMS' Related Person";
 - (iii) the Bicentennial Park Construction Lease to "the Contractor" and "Authorised User";
 - (iv) the APA Works Agreement to the Project Proponent's (as defined in the APA Works Agreement) "Personnel";
 - (v) the PPS Works Lease to "Authorised User";
 - (vi) the ATC Lease to "the Contractor" and "Authorised User";
 - (vii) the Arncliffe Lot 1 Lease to the "Tenant's Invitees";
 - (viii) the Arncliffe Lot 14 Lease to the "Tenant's Invitees";
 - (ix) the TAFE Licence to the "Licensee's Employees and Agents";
 - (x) the Sydney Water Licence to the "Licensee's Employees";
 - (xi) the WestConnex Interface Deed to the "Authorised Users";
 - (xii) the Canterbury Council Construction Lease to "Authorised User"; and
 - (xiii) the KGC Lease; to "Authorised User";must be read as a reference to:
 - (xiv) the Contractor and each of the directors, employees, officers, representatives, agents, contractors and consultants of the Contractor; and
 - (xv) the subcontractors of the Contractor and each of their sub-subcontractors and the directors, employees, officers, representatives, agents, contractors and consultants of the subcontractors of the Contractors and their sub-subcontractors,

who are involved in the execution of, or in any performance of, any things and tasks which the Contractor is, or may be, required to carry out or do under the Interface Agreements (to the extent relating to the Interface Works) or the D&C Documents.

- (p) The Contractor acknowledges and agrees that the Principal gives no undertaking to the Contractor that the Principal will comply with the obligations which are not required to be performed by the Principal or the time within which those obligations must be performed.
- (q) Terms used in the tables below which are defined in the relevant Interface Agreement and not defined in this deed have the same meaning as given to them in the relevant Interface Agreement.

Clause	Sydney Water Interface Deed - Obligations which are qualified or not required to be performed by the Contractor
Clause 1.1 (Water Asset Works definition)	The Contractor is not required to perform Betterment of SWC Assets agreed in accordance with the Sydney Water Interface Deed except to the extent directed to do so by the Principal as a Change pursuant to a Change Order.
Clause 9.5 (Betterment)	The Contractor is not required to comply with this clause, except to the extent directed to do so by the Principal as a Change pursuant to a Change Order.
Clause 10(a) (Completion and Transfer of Ownership of the Water Asset Works)	The Principal is responsible for the care of each Package of Water Asset Works from the date that SWC releases the Transfer of Ownership Notice in respect of the Water Asset Works for the relevant Package.
Clause 13.1 (Land Adjustments)	The Contractor is not required to comply with this clause.
Clause 13.2 (Licence granted to the Agency by SWC).	The Contractor is not required to comply with this clause.
Clause 16 (Auditing, Inspection or Testing on Site)	The Contractor is not required to comply with: <ul style="list-style-type: none"> (a) clause 16(b) in respect of any site or property not controlled by the Contractor; and (b) clause 16(e), unless clause 16(h) applies.
Clause 17 (Payment)	The Contractor is not required to comply with clauses 17.1(a)(iv), 17.1(a)(xii), 17.1(a)(xv) (other than to the extent that the costs are incurred in relation to the Contractor's Activities) and clauses 17.1(a)(xvi) and 17.2 (other than to the extent the Contractor is

	directed by the Principal to comply with clause 9.5 as a Change pursuant to a Change Order).
Clause 20 (Disputes)	<p>The Contractor is not required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time required by the Principal) in connection with any dispute under this clause.</p> <p>The Principal must, as reasonably requested by the Contractor, keep the Contractor informed of its progress with respect to the resolution of such disputes.</p>
Clause 27 (Insurance)	The Contractor is not be required to comply with this clause in respect of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed.
Clause 28 (Work Health and Safety)	The Contractor is engaged as the principal contractor in relation to the relevant Interface Works and must comply with this clause.
Clauses 29.2 and 29.3 (Agency Representative and Representatives to meet)	The Contractor is not required to comply with this clause, except that the Contractor must attend and provide assistance if requested by the Principal.

Clause	Master Access Deed - Obligations which are qualified or not required to be performed by the Contractor
Clause 1.1. (Works)	The Contractor is not required to comply with any obligations in the Master Access Deed in relation to the Maintenance Work.
Clause 4.7 (Corridor Access Applications for Maintenance Works)	The Contractor is not required to comply with this clause.
Clause 4.8 (Payment as a condition precedent)	The Contractor is not required to comply with this clause to the extent it applies to a Corridor Access Application for Maintenance Works under clause 4.7.
Clause 5.4(b) (Variations to RailCorp's Technical Conditions)	The Contractor is not required to comply with this clause, except to the extent directed to do so by the Principal as a Change pursuant to a Change Order.

<p>Clause 11.3 (Appointment of Principal Contractor)</p>	<p>The Contractor will be nominated under clause 11.3(b) of the Master Access Deed and in the Access Authority Instrument as the principal contractor, and accepts its appointment by RailCorp as principal contractor for the purposes of the WHS Legislation and, without limiting any obligations under this deed, will perform as, and comply with the obligations of, the principal contractor under the Master Access Deed.</p>
<p>Clause 13.1 (Licence to carry out Works)</p>	<p>The Contractor is not required to comply with this clause.</p>
<p>Clause 13.2(c) (Nature of access rights)</p>	<p>The Contractor is not required to comply with this clause except to the extent that it is required to enter into a deed of adherence containing such terms as RailCorp may require.</p>
<p>Clause 18.1 (Determining ownership)</p>	<p>The Contractor is not required to comply with this clause.</p>
<p>Clause 20 (RMS' Maintenance obligations)</p>	<p>The Contractor is not required to comply with this clause.</p>
<p>Clause 24 (Insurance)</p>	<p>The Contractor is not required to comply with this clause in respect of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed.</p>
<p>Clause 26(b) (Consultative committee)</p>	<p>The Contractor is not required to comply with this clause, except that the Contractor must attend and provide assistance if requested by the Principal.</p>
<p>Clause 27 (Issue Resolution Procedure)</p>	<p>The Contractor is not required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time required by the Principal) in connection with an issue under this clause.</p>
<p>Clause 29 (Safety interface agreements)</p>	<p>The Contractor is not required to comply with this clause, however the Contractor:</p> <ul style="list-style-type: none"> (a) acknowledges that the Principal will be responsible to RailCorp under the terms of any Safety Interface Agreement required in respect of the relevant Interface Works; (b) agrees that the conditions of this Schedule 12 apply to such Safety Interface Agreement to the extent related to the relevant Interface Works as if it were an Interface

	<p>Agreement under this Schedule 12; and</p> <p>(c) except for any obligation which, by its nature, can only be performed solely by the Principal or which the Principal notifies the Contractor that it is not required to perform, the Contractor must comply with, carry out and fulfil each condition, requirement and obligation of the Principal relating to the relevant Safety Interface Agreement as part of the Contractor's Activities so as to ensure that the Principal is able to fully meet its obligations under the Safety Interface Agreement.</p>
<p>Clause 36.2 (Representatives)</p>	<p>The Contractor is not required to comply with this clause.</p>

Clause	Bicentennial Park Construction Lease - Obligations which are qualified or not required to be performed by the Contractor
<p>Clause 3.1 (Rent)</p>	<p>The Contractor is not required to comply with this clause.</p>
<p>Clause 6.1 (Carrying out of Works)</p>	<p>The Contractor is not required to comply with this clause.</p>
<p>Clause 6.2 (Completion of Works)</p>	<p>The Contractor is not required to comply with this clause, except that the Contractor must provide the Collateral Warranty Deed Poll to Council in accordance with clause 6.2(c).</p>
<p>Clause 6.3(e) (Inspection of the Works)</p>	<p>The Contractor is only required to comply with this clause during the Defects Correction Period under this deed which is applicable to the relevant Works (as defined in the Bicentennial Park Construction Lease).</p>
<p>Clause 6.4 (Contractor's Insurance)</p>	<p>The Contractor is not required to comply with this clause in respect of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed.</p>
<p>Clause 9.1 (TfNSW Insurance)</p>	<p>The Contractor is not required to comply with this clause in respect of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed, or to the extent clause 9.3 of the Bicentennial Park Construction Lease applies.</p>
<p>Clause 9.2 (Insurance terms)</p>	<p>The Contractor is not required to comply with this clause in respect of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed, or to the extent clause 9.3 of the</p>

	Bicentennial Park Construction Lease applies.
Clause 9.4 (Work Health and Safety)	The Contractor is engaged as the principal contractor in relation to the relevant Interface Works and must comply with this clause.
Clause 14 (Partial surrender)	The Contractor is not required to comply with this clause.
Clause 18 (Dispute resolution)	The Contractor is not required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time required by the Principal) in connection with a dispute under this clause.
Clause 19.2 (Legal costs and duty)	The Contractor is not required to comply with this clause.
Attachment A (Collateral Warranty Deed Poll)	To the extent that the licence required by clause 3 of the Collateral Warranty Deed Poll applies to Intellectual Property Rights in Transferred Contractor IP which have been transferred to the Principal in accordance with clause 30.1(a) (<i>Transferred Contractor IP</i>) of this deed, the Principal authorises the Contractor to grant the licence to Council in accordance with clause 3 of the Collateral Warranty Deed Poll.

Clause	APA Works Agreement - Obligations which are qualified or not required to be performed by the Contractor
Clause 3.1(a), (i)(i) and (k) (Obligation to carry out APA Works)	The Contractor is not required to comply with these clauses, except the Contractor must indemnify the Principal to the extent the Principal is required to reimburse or indemnify APA under clause 3.1(k) due to any act, omission or breach by the Contractor or its Related Parties, or the use and occupation of the Site (as defined in the APA Works Agreement) by the Contractor or its Related Parties.
Clause 3.2 (Authorised Representatives)	The Contractor is not required to comply with this clause.
Clause 4.1 (Price)	The Contractor is not required to comply with this clause.
Clause 4.2(c) (Invoices)	The Contractor is not required to comply with this clause.

Clause 4.3 (Deposit and Security)	The Contractor is not required to comply with this clause.
Clause 4.4 (Third party security requirements)	The Contractor is not required to comply with this clause, except the Contractor must indemnify the Principal for any loss suffered or incurred by the Principal under clause 4.4 due to any act, omission or breach by the Contractor or its Related Parties, or the use and occupation of the Site (as defined in the APA Works Agreement) by the Contractor or its Related Parties.
Clause 5.3(a) (Entitlement)	The Contractor is not required to comply with this clause, except to the extent that the Contractor or its Related Parties cause the Qualifying Event.
Clause 5.4(c) (Payment of Additional Costs)	The Contractor is not required to comply with this clause, except to the extent that the Contractor or its Related Parties cause the Qualifying Event.
Clause 9 (Insurance)	The Contractor is not required to comply with this clause in respect of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed.
Clause 14.4 (Obligation to publish)	The Contractor is not required to comply with this clause.
Clause 16(b) (Termination)	The Contractor is not required to comply with this clause to the extent it relates to the events listed in: (a) clause 16(a)(iii), (v) and (vi); or (b) clause 16(a)(ii), to the extent it does not apply to obligations which are required to be performed by the Contractor.
Clause 17 (Dispute Resolution)	The Contractor is not required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time required by the Principal) in connection with a dispute under this clause.
Clause 18.10 (Costs)	The Contractor is not required to comply with this clause.

Clause	PPS Works Lease - Obligations which are qualified or not required to be performed by the Contractor
Clause 3.1 (Rent)	The Contractor is not required to comply with this clause.
Clause 9.1 (TfNSW Insurance)	The Contractor is not required to comply with this clause in respect of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed, or to the extent clause 9.3 of the Interface Agreement applies.
Clause 9.4 (Work Health and Safety)	The Contractor is engaged as the principal contractor in relation to the relevant Interface Works and must comply with this clause.
Clause 14 (Partial surrender)	The Contractor is not required to comply with this clause.
Clause 18 (Dispute resolution)	The Contractor is not required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time required by the Principal) in connection with a dispute under this clause.
Clause 19.2 (Legal costs and duty)	The Contractor is not required to comply with this clause.

Clause	ATC Lease - Obligations which are qualified or not required to be performed by the Contractor
Clause 3.1 (Rent)	The Contractor is not required to comply with this clause.
Clause 6.1 (Carrying out of Works)	The Contractor is not required to comply with this clause.
Clause 6.2 (Completion of Works)	The Contractor is not required to comply with this clause, except that the Contractor must provide the Collateral Warranty Deed Poll to Council in accordance with clause 6.2(c).
Clause 6.3(e) (Inspection of the Works)	The Contractor is only required to comply with this clause during the Defects Correction Period under this deed which is applicable to the Works (as defined in the ATC Lease).
Clause 6.4	The Contractor is not required to comply with this clause in respect

(Contractor's Insurance)	of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed.
Clause 9.1 (TfNSW Insurance)	The Contractor is not required to comply with this clause in respect of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed, or to the extent clause 9.3 of the Interface Agreement applies.
Clause 9.4 (Work Health and Safety)	The Contractor is engaged as the principal contractor in relation to the relevant Interface Works and must comply with this clause.
Clause 14 (Partial surrender)	The Contractor is not required to comply with this clause.
Clause 18 (Dispute resolution)	The Contractor is not required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time required by the Principal) in connection with a dispute under this clause.
Clause 19.2 (Legal costs and duty)	The Contractor is not required to comply with this clause.
Attachment A (Collateral Warranty Deed Poll)	To the extent that the licence required by clause 3 of the Collateral Warranty Deed Poll applies to Intellectual Property Rights in Transferred Contractor IP which have been transferred to the Principal in accordance with clause 30.1(a) (<i>Transferred Contractor IP</i>) of this deed, the Principal authorises the Contractor to grant the licence to Council in accordance with clause 3 of the Collateral Warranty Deed Poll.

Clause	Arncliffe Lot 1 Lease - Obligations which are qualified or not required to be performed by the Contractor
Clause 3 (Rent) of the Lease, Annexure A	The Contractor is not required to comply with this clause.
Clause 6.4 (Requirements of Authorities) of the Lease, Annexure A	The Contractor is not required to comply with this clause in respect of obtaining consents and licences and keeping current any licences or registrations in respect of the use or occupation of the Land (as defined in the Arncliffe Lot 1 Lease) to the extent the Principal is responsible for obtaining and keeping current any such Approvals under this deed.
Clause 11.1 (Tenant's	The Contractor is not required to comply with this clause in respect

Insurance) of the Lease, Annexure A	of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed, or to the extent clause 11.3 of the Arncliffe Lot 1 Lease applies.
Clause 11.2 (Insurance terms) of the Lease, Annexure A	The Contractor is not required to comply with this clause in respect of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed, or to the extent clause 11.3 of the Arncliffe Lot 1 Lease applies.
Clause 11.7 (Work Health and Safety) of the Lease, Annexure A	The Contractor is engaged as the principal contractor in relation to the relevant Interface Works and must comply with this clause.

Clause Arncliffe Lot 14 Lease - Obligations which are qualified or not required to be performed by the Contractor	
Clause 3 (Rent) of the Lease, Annexure A	The Contractor is not required to comply with this clause.
Clause 6.4 (Requirements of Authorities) of the Lease, Annexure A	The Contractor is not required to comply with this clause in respect of obtaining consents and licences and keeping current any licences or registrations in respect of the use or occupation of the Land (as defined in the Arncliffe Lot 1 Lease) to the extent the Principal is responsible for obtaining and keeping current any such Approvals under this deed.
Clause 11.1 (Tenant's Insurance) of the Lease, Annexure A	The Contractor is not required to comply with this clause in respect of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed, or to the extent clause 11.3 of the Arncliffe Lot 14 Lease applies.
Clause 11.2 (Insurance terms) of the Lease, Annexure A	The Contractor is not required to comply with this clause in respect of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed, or to the extent clause 11.3 of the Arncliffe Lot 14 Lease applies.
Clause 11.7 (Work Health and Safety) of the Lease, Annexure A	The Contractor is engaged as the principal contractor in relation to the relevant Interface Works and must comply with this clause.

Clause	TAFE Licence - Obligations which are qualified or not required to be performed by the Contractor
Clause 2.1 to 2.4 (Grant of Licence)	The Contractor is not required to comply with these clauses except that the Contractor must give the notices required by clauses 2.2 and 2.3.2 to the Principal so as to give the Principal a reasonable time to provide the notices to the Licensor within the time required by the Interface Agreement.
Clause 3 (Licence Fee)	The Contractor is not required to comply with this clause.
Clause 5.6 (Driveway)	The Contractor is engaged as the principal contractor in relation to management and control of the Driveway and must comply with this clause.
Clause 6.8 (Work health and safety)	The Contractor is engaged as the principal contractor in relation to the relevant Interface Works and must comply with this clause.
Clause 7.4 (Switchboard Works – Variations requested by Licensor)	The Contractor is required to carry out a variation to the switchboard works requested by the Licensor only to the extent the Contractor is directed by the Principal to carry out the variation as a Change pursuant to a Change Order.
Clause 9.1 (Project Control Group)	The two appointed representatives for the Licensee under clause 9.1.1 will include a Principal representative and a Contractor representative, and the Contractor representative is responsible for complying with the requirements of this clause.
Clause 11.1.1 to 11.1.3 (Insurance)	The Contractor is not required to comply with this clause.
Clause 11.1.4 (Insurance)	The Contractor is not required to comply with this clause in respect of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed.
Clause 13.1(b) (Default)	The Contractor is only required to rectify a breach after a notice from the Licensor to the extent it relates to obligations which the Contractor is required to comply with under this Schedule 12.
Clause 14 (Dispute resolution)	The Contractor is not required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time required by the Principal) in connection with a dispute under this clause.

Clause 17.1 (GIPA)	The Contractor is not required to comply with this clause.
Clause 20.1 (Costs)	The Contractor is not required to comply with this clause.

Clause	Sydney Water Licence – Obligations which are qualified or not required to be performed by the Contractor
Clause 3.1 (Payment of Licence Fee)	The Contractor is not required to comply with this clause.
Clause 5.3 (Work health and safety)	The Contractor is engaged as the principal contractor in relation to the relevant Interface Works and must comply with this clause.
Clause 7 (Insurance)	The Contractor is not required to comply with this clause in respect of any Principal arranged insurance described in clause 27 and Schedule 19 of this deed.
Clause 8 (Sale of the Land)	The Contractor is not required to comply with this clause.
Clause 11 (Acquisition)	The Contractor is not required to comply with this clause.
Clause 13.1 (Option for a new licence)	The Contractor is not required to comply with this clause.
Clause 14 (Dispute resolution)	The Contractor is not required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time required by the Principal) in connection with any dispute under this clause.
Clause 16.10 (Expenses)	The Contractor is not required to comply with this clause.
Clause 16.11 (Stamp duties)	The Contractor is not required to comply with this clause.

Clause	WestConnex Interface Agreement – Obligations which are qualified or not required to be performed by the Contractor
Clause 1.3 (Incorporation of WestConnex Project Deed clauses)	<p>The Contractor is not required to comply with the following provisions which are incorporated into the WestConnex Interface Agreement:</p> <ul style="list-style-type: none"> (a) clauses 27.2(a)(ii), 27.2(a)(iii), 27.3(a), 27.3(d), 27.4, 27.5, 32, 39 and 42 of the M4 Project Deed; (b) clauses 22A.13(b), 27.2(a)(ii), 27.2(a)(iii), 27.3(a), 27.3(d), 27.4, 27.5, 32, 39 and 42 of the M4 Project Deed and (c) clauses 27.2(a)(ii), 27.2(a)(iii), 27.3(a), 27.3(d), 27.4, 27.5, 32, 39 and 42 of the M4 Project Deed.
Clause 1.4 (Effect on the WestConnex Project Deeds)	The Contractor is not required to comply with this clause.
Clause 1.6 (Recovery under Project Deed indemnities)	The Contractor is not required to comply with this clause.
Clause 2.1 (WestConnex Project Deeds)	The Contractor is not required to comply with this clause, however the Contractor must use reasonable endeavours, and ensure its Related Parties use reasonable endeavours, to not cause a reduction in an undertaking, representation or warranty under clause 2.1(b) to the extent the Contractor has received prior written notice of the specific undertaking, representation or warranty.
Clause 2.2 (Indemnity)	<p>The Contractor is not required indemnify the Principal in relation to the indemnity in:</p> <ul style="list-style-type: none"> (a) without limiting clause 2.2(a)(i)(B), clause 2.2(a)(i)(C) to the extent the loss of use or access to any real or personal property (whether total or partial) is not an Insured Liability (as defined in this deed); and (b) clause 2.2(a)(ii) to the extent prohibited by Law.
Clause 2.5(b) (Damage to a Motorway rectified by WestConnex Trustees prior to M6 Completion)	<p>The Contractor is only required to indemnify the Principal to the extent the damage to the relevant Motorway was caused by, arises out of or in any way in connection with:</p> <ul style="list-style-type: none"> (a) the Contractor's Activities, including the Project Works and the Temporary Works; or

	<p>(b) the use or occupation of the Construction Site, the Additional Property Works Areas, any Extra Land, the Maintenance Site, the Project Works, the Temporary Works, or a WestConnex Motorway by the Contractor or its Related Parties.</p> <p>The Contractor is not otherwise required to comply with this clause.</p>
<p>Clause 2.6 (Damage to a Motorway rectified by TfNSW prior to M6 Completion)</p>	<p>The Contractor is only required to comply with this clause to the extent the damage to the relevant Motorway was caused by, arises out of or in any way in connection with:</p> <p>(a) the Contractor's Activities, including the Project Works and the Temporary Works; or</p> <p>(b) the use or occupation of the Construction Site, the Additional Property Works Areas, any Extra Land, the Maintenance Site, the Project Works, the Temporary Works, or a WestConnex Motorway by the Contractor or its Related Parties.</p> <p>The Contractor is not otherwise required to comply with this clause.</p>
<p>Clause 2.6(d)(ii) (Damage to a Motorway rectified by TfNSW prior to M6 Completion)</p>	<p>The Contractor is not required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time required by the Principal) in connection with a dispute under this clause.</p>
<p>Clause 2.7 (Damage to a Motorway rectified by WestConnex Trustees after M6 Completion)</p>	<p>The Contractor is only required to indemnify the Principal to the extent the damage to the relevant Motorway was caused by, arises out of or in any way in connection with:</p> <p>(a) the Contractor's Activities, including the Project Works and the Temporary Works; or</p> <p>(b) the use or occupation of the Construction Site, the Additional Property Works Areas, any Extra Land, the Maintenance Site, the Project Works, the Temporary Works, or a WestConnex Motorway by the Contractor or its Related Parties.</p> <p>The Contractor is not otherwise required to comply with this clause.</p>
<p>Clause 2.9 (Contamination)</p>	<p>The requirement that the relevant part of the WestConnex Areas be remediated to the standard required by Law will be interpreted on the basis that the uses of the WestConnex Areas will be for the uses contemplated by this deed.</p>

<p>Clause 2.10(a) – (b) (Safety and the protection of property)</p>	<p>The Contractor is required to comply with this clause to the extent relevant to the WestConnex Areas or the WestConnex Activities.</p>
<p>Clause 2.10(c) (Safety and the protection of property)</p>	<p>The Contractor is only required to comply with this clause to the extent the personal injury or death, or loss or damage, is caused by, arises out of or in any way in connection with:</p> <ul style="list-style-type: none"> (a) the Contractor's Activities, including the Project Works and the Temporary Works; or (b) the use or occupation of the Construction Site, the Additional Property Works Areas, any Extra Land, the Maintenance Site, the Project Works, the Temporary Works, or a WestConnex Motorway by the Contractor or its Related Parties. <p>The Contractor is not otherwise required to comply with this clause.</p>
<p>Clause 2.11 (Clause 22A of the M5 Project Deed)</p>	<p>The Contractor is not required to comply with this clause.</p>
<p>Clause 2.12 (Payments for lane closures and relocations)</p>	<p>The Contractor is not required to comply with this clause, provided this does not exclude or reduce the Contractor's obligations under clause 10B (<i>Liability for Impacts on WestConnex Motorways</i>) and Schedule 18 (<i>Lane Occupancy Fees</i>), including to pay Lane Occupancy Fees.</p>
<p>Clause 3 (WCX Shared Access (Type 1) Areas: Grant of Licence)</p>	<p>The Contractor is not required to comply with clause 3.1(a).</p> <p>In relation to this clause, the Contractor is only required to comply with the provisions of this deed relating to access to WestConnex Motorways, which will include clause 9 (<i>Access</i>) and Exhibit H (<i>Site Access Schedule</i>). The Contractor is not otherwise required to comply with this clause.</p>
<p>Clause 3.1(f) (WCX Shared Access (Type 1) Areas Licence)</p>	<p>Nothing in this clause limits the Contractor's entitlements under this deed, and if the M5 Trustees' access to the WCX Shares Access (Type 1) Areas in accordance with clause 3.1(e)(ii) causes a delay to the Project Works or a delay to the achievement of Opening Completion or Completion as a result of the M5 Trustees not complying with their obligations under clause 3.1(f)(i) in accessing those WCX Shared Access (Type 1) Areas, this will constitute an Excusable Cause of Delay under this deed.</p>
<p>Clause 5 (WCX Shared Access (Type</p>	<p>In relation to this clause, the Contractor is only required to comply with the provisions of this deed relating to access to WestConnex</p>

2) Areas and M8 Slip Lanes)	Motorways, which will include clause 9 (<i>Access</i>) and Exhibit H (<i>Site Access Schedule</i>). The Contractor is not otherwise required to comply with this clause.
Clause 8 (WestConnex Assets and Systems)	In relation to this clause, the Contractor is only required to comply with the provisions of this deed relating to WestConnex Assets and Systems, Critical Operational Equipment and Systems and the WestConnex IOMCS and OMCS Configuration Freeze, which will include clause 9.10 (<i>Access to WestConnex Assets and Systems</i>), clause 10B (<i>Liability for Impacts on WestConnex Motorways</i>), 10C (<i>Critical Operational Equipment and Systems</i>) and 10D (<i>WestConnex IOMCS and OMCS Configuration Freeze</i>). The Contractor is not otherwise required to comply with this clause.
Clause 10 (Damage caused by the WestConnex Trustees)	The Contractor is not required to comply with this clause.
Clause 12 (Independent Certifier)	The Contractor is required to comply with clause 12(c), but is not otherwise required to comply with this clause.
Clause 14 (Tolling Gantries and other assets)	If the M5 Project Trustees' access to the areas referred to in clause 14.1(b) cause a delay to the achievement of Opening Completion or Completion as a result of the M5 Project Trustee not complying with its obligations under clause 14.1(c)(i) in accessing those areas and carrying out the Tolling Gantry Works, this will constitute an Excusable Cause of Delay under this deed.
Clause 14.2 (Handover of other assets)	The Contractor is not required to comply with this clause.

Clause	Canterbury Council Construction Lease - Obligations which are qualified or not required to be performed by the Contractor
Clause 4.1 (Rental)	The Contractor is not required to comply with this clause.
Clause 8.4 (Dilapidation Report)	The Contractor must conduct a Dilapidation Report within six months of the Commencing Date or four weeks prior to commencement of physical works on the land (whichever is the earlier).

Clause	KGC Lease - Obligations which are qualified or not required to be performed by the Contractor
Clause 4 (Rental)	The Contractor is not required to comply with this clause.

3. DISPUTES UNDER INTERFACE AGREEMENTS

- (a) A Dispute under this deed may be concerned with matters that also arise in respect of the respective rights and obligations of the Principal and an Interface Party (a **Common Dispute**), including where:
- (i) the Principal is in breach of a provision of this deed to the extent such a breach is caused by an Interface Party under its respective Interface Agreement;
 - (ii) the Principal is entitled to obtain remedies or benefits under an Interface Agreement which are similar to remedies or benefits claimed by the Contractor in a Claim by the Contractor under this deed;
 - (iii) the Contractor has rights against the Principal under a warranty or indemnity or specific right of reimbursement or recovery in this deed, and there is a corresponding warranty or indemnity or specific right of reimbursement or recovery in an Interface Agreement; or
 - (iv) the Contractor has a Claim against the Principal and the Principal has a Claim against an Interface Party based on the same or similar events or circumstances.
- (b) In the event that there is a Common Dispute, the Principal may, in its absolute discretion, determine that the Common Dispute will be resolved in accordance with the provisions of this clause 3 by giving the Contractor a written notice in which case clauses 3(c) to 3(j) of this Schedule 12 will then apply in respect of the Common Dispute.
- (c) In the event that there is a Common Dispute and the Principal gives a written notice in accordance with clause 3(b) then:
- (i) clauses 34.3 (*Senior Negotiation*) to 34.4 (*Arbitration*) of the D&C Deed will not apply to the resolution of that Common Dispute; and
 - (ii) the Contractor acknowledges and agrees that the purpose of this clause 3 is:
 - (A) to provide the Contractor with comparable remedies and entitlements in respect of Common Disputes, and to limit the Contractor's rights against the Principal in respect of Common Disputes by reference to the Principal's rights and entitlements under or in connection with Interface Agreements; and
 - (B) not to reduce or disentitle or otherwise affect the validity of any Claim by the Principal against an Interface Party under, arising out of, or in any way in connection with the respective Interface Agreement.

- (d) In respect of all Common Disputes the subject of a written notice given in accordance with clause 3(b):
- (i) the Contractor's entitlement to receive compensation from the Principal, and the Principal's liability to pay compensation to the Contractor, will only arise at the time the relevant Common Dispute is resolved or determined;
 - (ii) if any compensation is payable by the Principal to the Contractor under this deed in respect of a Common Dispute, the Contractor will have the same entitlement to recover compensation under this deed as the Principal has to recover that compensation from an Interface Party under the respective Interface Agreement;
 - (iii) any rights the Contractor has against the Principal will not exceed the equivalent relief, benefit or payment to which the Principal is entitled under the relevant Interface Agreements; and
 - (iv) the Principal will pass through to the Contractor the proportion of the damages or other form of relief to which the Principal is entitled:
 - (A) to the extent that this is referable to the Contractor, including any liability, Claim or loss of the Contractor; and
 - (B) determined by reference to what is actually compensated or allowed by an Interface Party under the respective Interface Agreement.
- (e) The Principal agrees to:
- (i) request of the relevant Interface Party that the Contractor be permitted to directly make representations in respect of the Common Dispute;
 - (ii) if it is unable to obtain the Interface Party's consent as contemplated under clause 3(e)(i) make on behalf of the Contractor whatever representations in respect of the Common Dispute that the Contractor reasonably requests; and
 - (iii) provide:
 - (A) regular updates to the Contractor; and
 - (B) whatever information and documents the Contractor reasonably requests, as to the progress of the Common Dispute.
- (f) The Principal's liability to pay the Contractor in respect of a Common Dispute:
- (i) is satisfied by payment to the Contractor in accordance with this clause 3; or
 - (ii) if the Interface Party is not liable to the Principal, is deemed to be satisfied on the determination of that matter (whether by dispute resolution under the respective Interface Agreement or otherwise), provided that:
 - (A) the Principal has complied with its obligations under this clause 3 with respect to recovery of the Principal and the Contractor's entitlements from the Interface Party; and
 - (B) all appeals from such determination have been exhausted.

- (g) The Contractor agrees:
- (i) to provide all documents, assistance, and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with the Common Dispute;
 - (ii) that where an Interface Agreement contemplates:
 - (A) alternative dispute resolution (including arbitration and expert determination):
 - (aa) a like process will apply to the Common Dispute between the parties; and
 - (bb) the Contractor consents to the Common Dispute being heard together with (or consolidated with) that alternative dispute resolution process; and
 - (B) litigation, the Contractor consents to the Common Dispute being consolidated with (or heard together with) that litigation; and
 - (iii) to be bound by the outcome of the Common Dispute resolution process to the extent it affects the Contractor's rights and obligations under this deed.
- (h) The Contractor's entitlement to a remedy will not be reduced to the extent to which the Principal's entitlements under an Interface Agreement are reduced or extinguished due to:
- (i) the Principal's failure to diligently pursue its rights regarding the Common Dispute; or
 - (ii) the Principal's breach or failure to comply with the Interface Agreement or other act or omission,
- in each case to the extent not caused by the Contractor.
- (i) To the extent the Contractor has recovered compensation in respect of a Common Dispute under another provision of this deed, then the Contractor is not entitled to the same compensation under this clause 3.
 - (j) Any payment to which the Contractor is entitled under this clause 3 shall be paid by the Principal to the Contractor within 20 Business Days from the date of the settlement or determination of such entitlement under or in connection with the Interface Agreement.
 - (k) If at any time any provision of this Schedule 12 is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
 - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Schedule 12; or
 - (ii) the legality, validity or enforceability under law of any other jurisdiction of that or any other provision of this Schedule 12.
 - (l) Despite the existence of a Common Dispute between the parties to this deed, the parties must continue to comply with and perform their obligations under this deed.

- (m) Clause 3 of this Schedule 12 will survive termination of this deed.

SCHEDULE 13

Motorway Stratum and Licensed Maintenance Areas

1. PRINCIPLES FOR MOTORWAY STRATUM

The parties acknowledge and agree that the Motorway Stratum will generally consist of:

- (a) the 'Tunnel Substratum' determined in accordance with Part B of the Site Access Schedule;
- (b) the surface road components of the Motorway encompassing the as-built extent of the Motorway Works located above ground, being generally the land identified as "Surface Land" in Attachment 1 to this Schedule 13; and
- (c) the as-built extent of the Motorway Works which is not referred to in paragraph 2(a) or (b), with such land being unlimited in height and depth, except to the extent that it overlays the Tunnel Substratum, in which case that land will be limited in depth by the Tunnel Substratum, but excluding the Licensed Maintenance Areas and the WestConnex Motorways.

2. PRINCIPLES FOR LICENSED MAINTENANCE AREAS

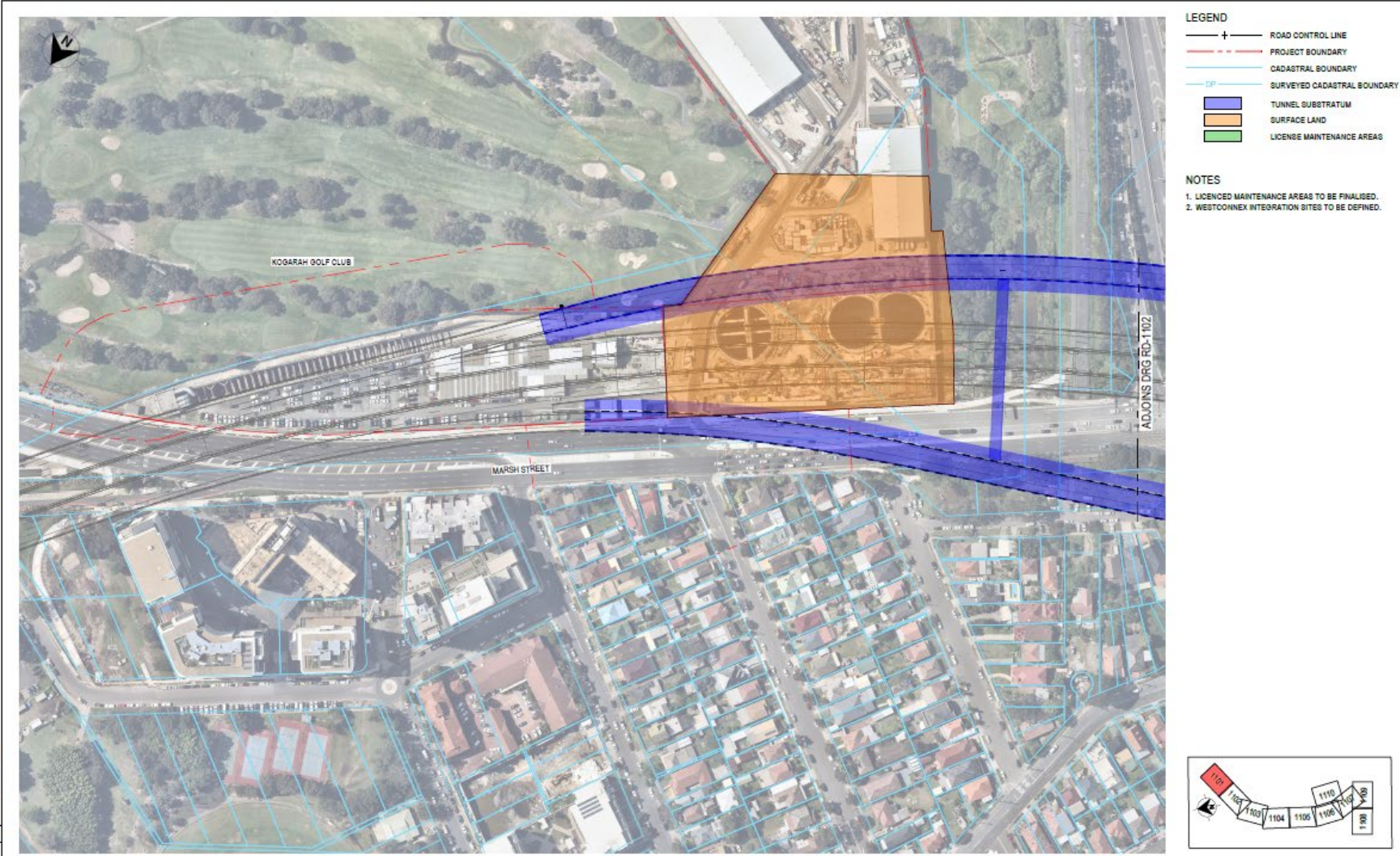
The parties acknowledge and agree that the Licensed Maintenance Areas will generally consist of the areas necessary to operate any intelligent transportation system devices (such as variable message signs, closed circuit television, tunnel closure traffic lights and moveable medians) which are:

- (a) located outside the Motorway Stratum;
- (b) required for the operation of the Motorway in the Motorway Stratum; and
- (c) connected to the OMCS,

which are expected to generally be the areas described identified as "Licensed Maintenance Areas" in Attachment 1 to this Schedule 13.

ATTACHMENT 1

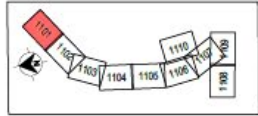
Indicative Surface Land and Licensed Maintenance Areas



LEGEND

- ROAD CONTROL LINE
- PROJECT BOUNDARY
- CADASTRAL BOUNDARY
- SURVEYED CADASTRAL BOUNDARY
- TUNNEL SUBSTRATUM
- SURFACE LAND
- LICENSE MAINTENANCE AREAS

- NOTES**
1. LICENCED MAINTENANCE AREAS TO BE FINALISED.
 2. WESTOONNEX INTEGRATION SITES TO BE DEFINED.

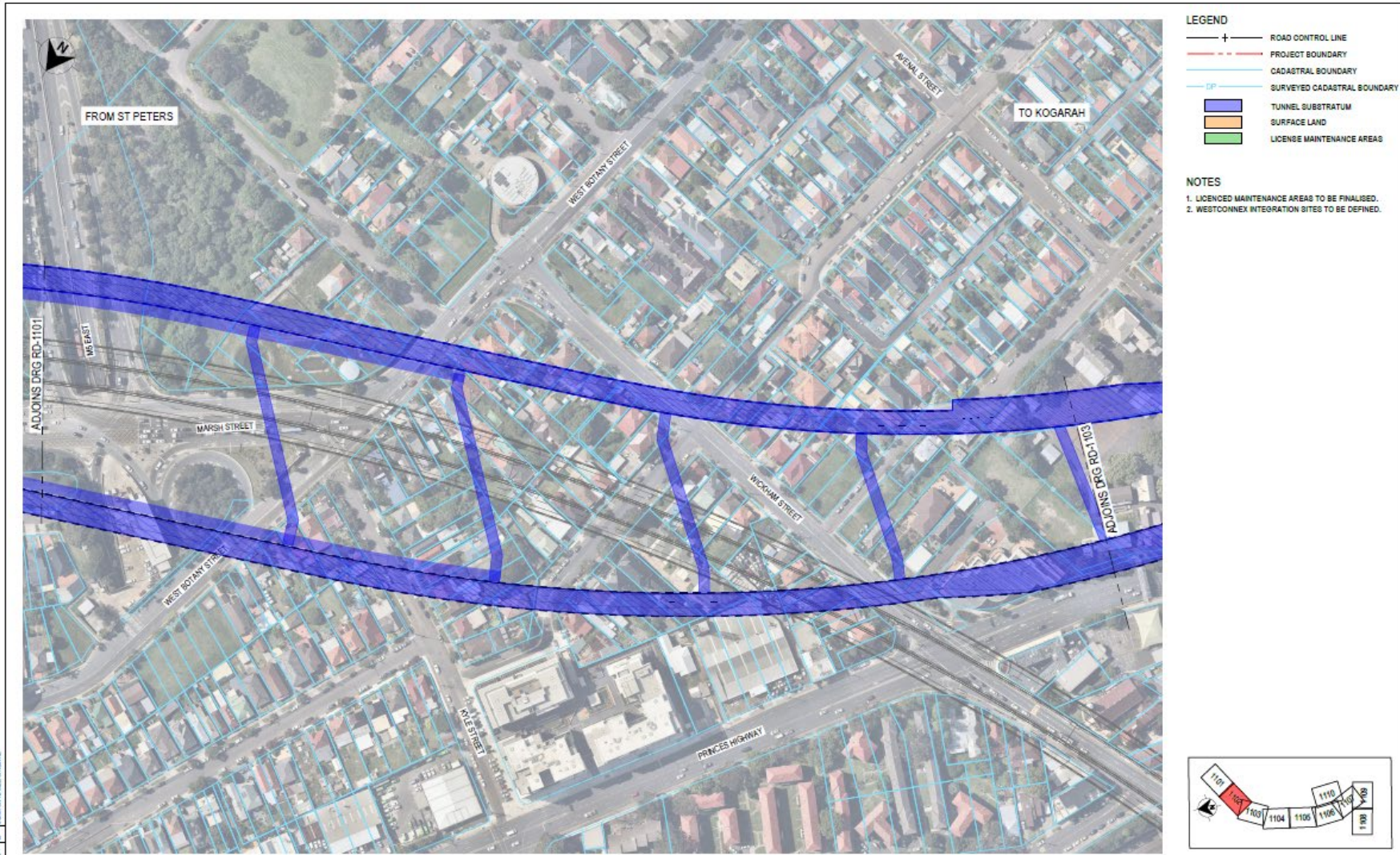


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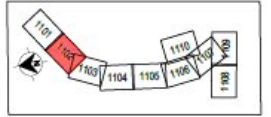
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				0 20 40 60 80 SCALE 1:2000		PREPARED FOR SOUTHERN MOTORWAYS INFRASTRUCTURE AND PLACE M6 STAGE 1	ISSUE STATUS	PART 1
				COORDINATE SYSTEM MGA ZONE 56			TENDER REFERENCE DESIGN	ISSUE 1
				HEIGHT DATUM AHD			FORM No.	SHEET No. RD-1101
								1



LEGEND

- +— ROAD CONTROL LINE
- - - PROJECT BOUNDARY
- CADASTRAL BOUNDARY
- - - SURVEYED CADASTRAL BOUNDARY
- TUNNEL SUBSTRATUM
- SURFACE LAND
- LICENSE MAINTENANCE AREAS

- NOTES**
1. LICENSED MAINTENANCE AREAS TO BE FINALISED.
 2. WESTCONNEX INTEGRATION SITES TO BE DEFINED.



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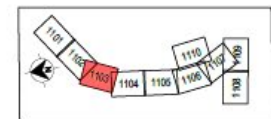
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PROJECT MGR	C. SHACKELL	20/05/2021																									
COORDINATE SYSTEM MOA ZONE 58		HEIGHT DATUM AMD		PREPARED FOR SOUTHERN MOTORWAYS INFRASTRUCTURE AND PLACE M6 STAGE 1																							

BAYSIDE COUNCIL M6 STAGE 1		SHEET 02 OF 09	
INDICATIVE MOTORWAY STRATUM AND LICENSED MAINTENANCE AREAS			
TENDR REGISTRATION No.	FORM No.	SHEET No.	PART
		RD-1102	1
ISSUE STATUS TENDER REFERENCE DESIGN			ISSUE 1

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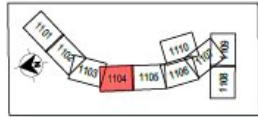
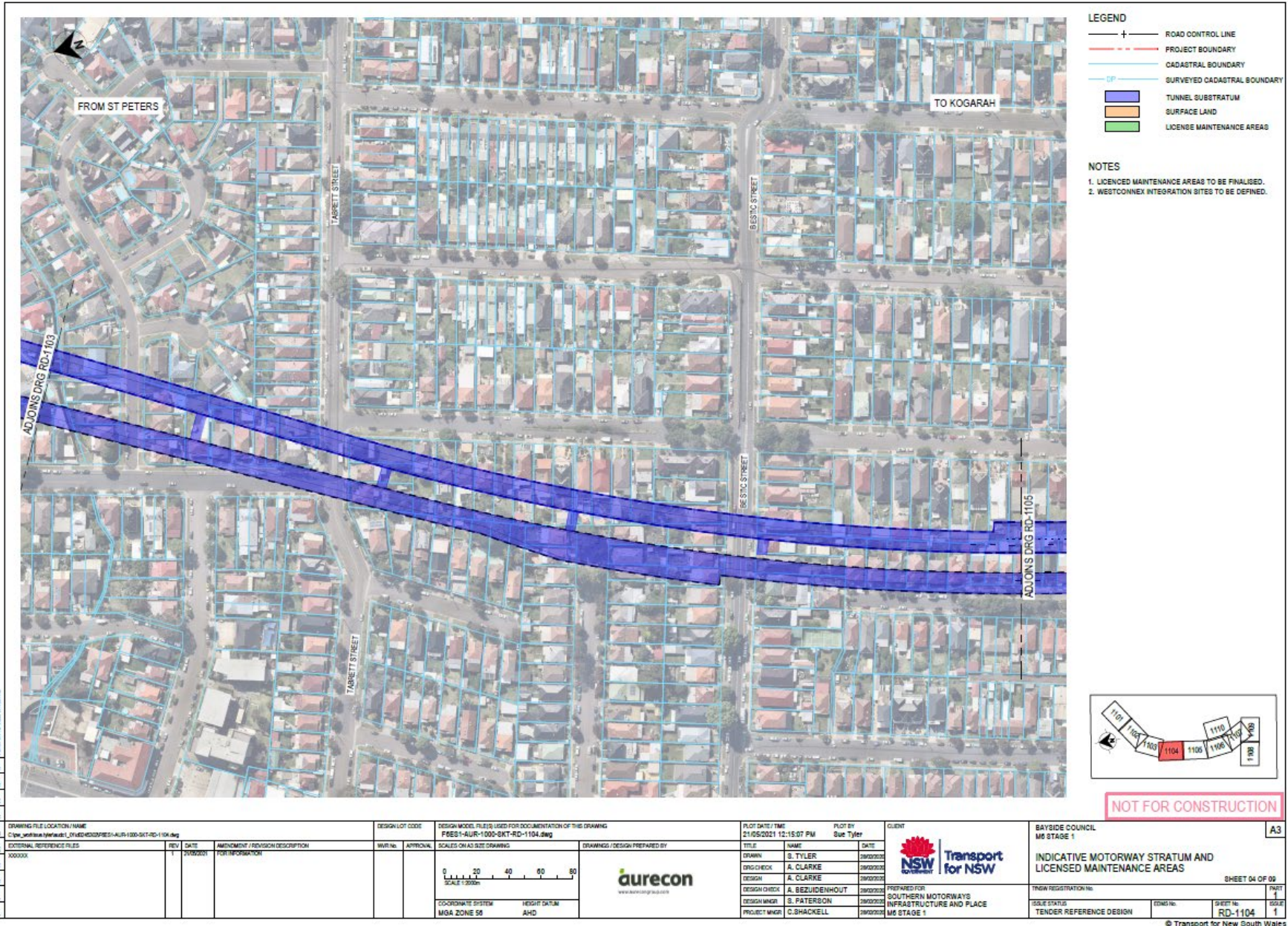
- LEGEND**
- +— ROAD CONTROL LINE
 - - - - PROJECT BOUNDARY
 - CADASTRAL BOUNDARY
 - (P)— SURVEYED CADASTRAL BOUNDARY
 - TUNNEL SUBSTRATUM
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1	30/05/2024	FOR INFORMATION		A. CLARKE	28/05/2024	RD-1103	1	1
COORDINATE SYSTEM MGA ZONE 58		HEIGHT DATUM AMD	PROJECT MGR C. SHACKELL		28/05/2024	PREPARED FOR SOUTHERN MOTORWAYS INFRASTRUCTURE AND PLACE M6 STAGE 1		



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 Government

M6 Stage 1 D&C Deed Schedules
 Schedule 13 Motorway Stratum and Licensed Maintenance Areas



- LEGEND**
- +— ROAD CONTROL LINE
 - - - - PROJECT BOUNDARY
 - CADASTRAL BOUNDARY
 - (P)— SURVEYED CADASTRAL BOUNDARY
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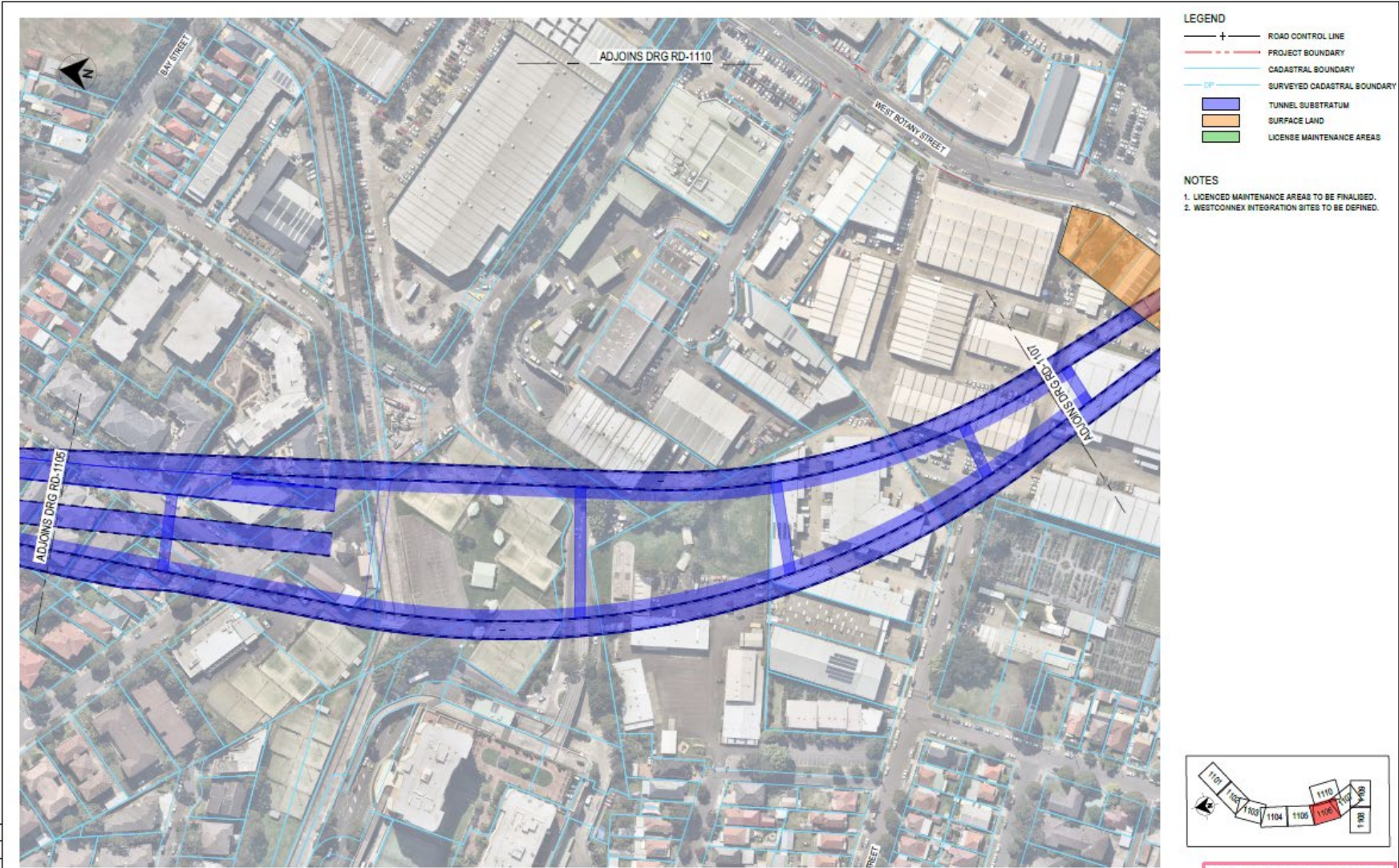
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				DESIGN CHECK A. CLARKE 28/02/2021		PREPARED FOR SOUTHERN MOTORWAYS INFRASTRUCTURE AND PLACE M6 STAGE 1		
				DESIGN CHECK A. CLARKE 28/02/2021		TINW REGISTRATION No.		
				DESIGN CHECK A. BEZUIDENHOUT 28/02/2021		ISSUE STATUS TENDER REFERENCE DESIGN		
				DESIGN MANAGER S. PATERSON 28/02/2021		ISSUE No. RD-1105		
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						ISSUE 1		

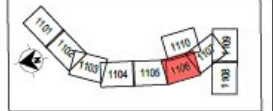
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M6 Stage 1 D&C Deed Schedules
 Schedule 13 Motorway Stratum and Licensed Maintenance Areas



- LEGEND**
- +— ROAD CONTROL LINE
 - - - PROJECT BOUNDARY
 - CADASTRAL BOUNDARY
 - SP — SURVEYED CADASTRAL BOUNDARY
 - TUNNEL SUBSTRATUM
 - SURFACE LAND
 - LICENSE MAINTENANCE AREAS

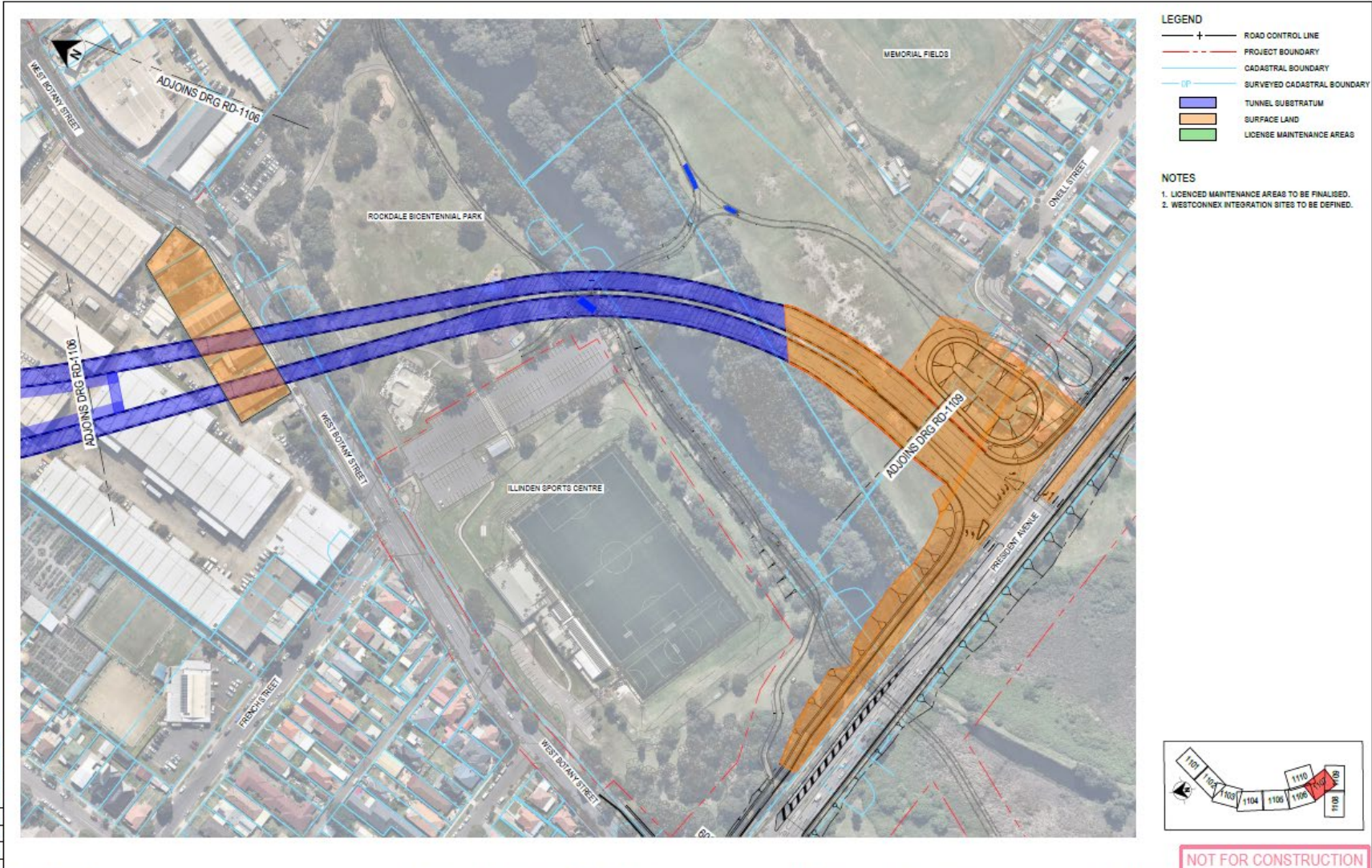
- NOTES**
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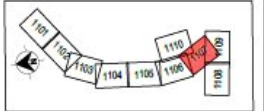
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COORDINATE SYSTEM MOA ZONE 59 HEIGHT DATUM AMD		SCALE: 1:2000m 				© Transport for New South Wales M6 Stage 1 D&C Deed Schedules		



- LEGEND**
- +— ROAD CONTROL LINE
 - PROJECT BOUNDARY
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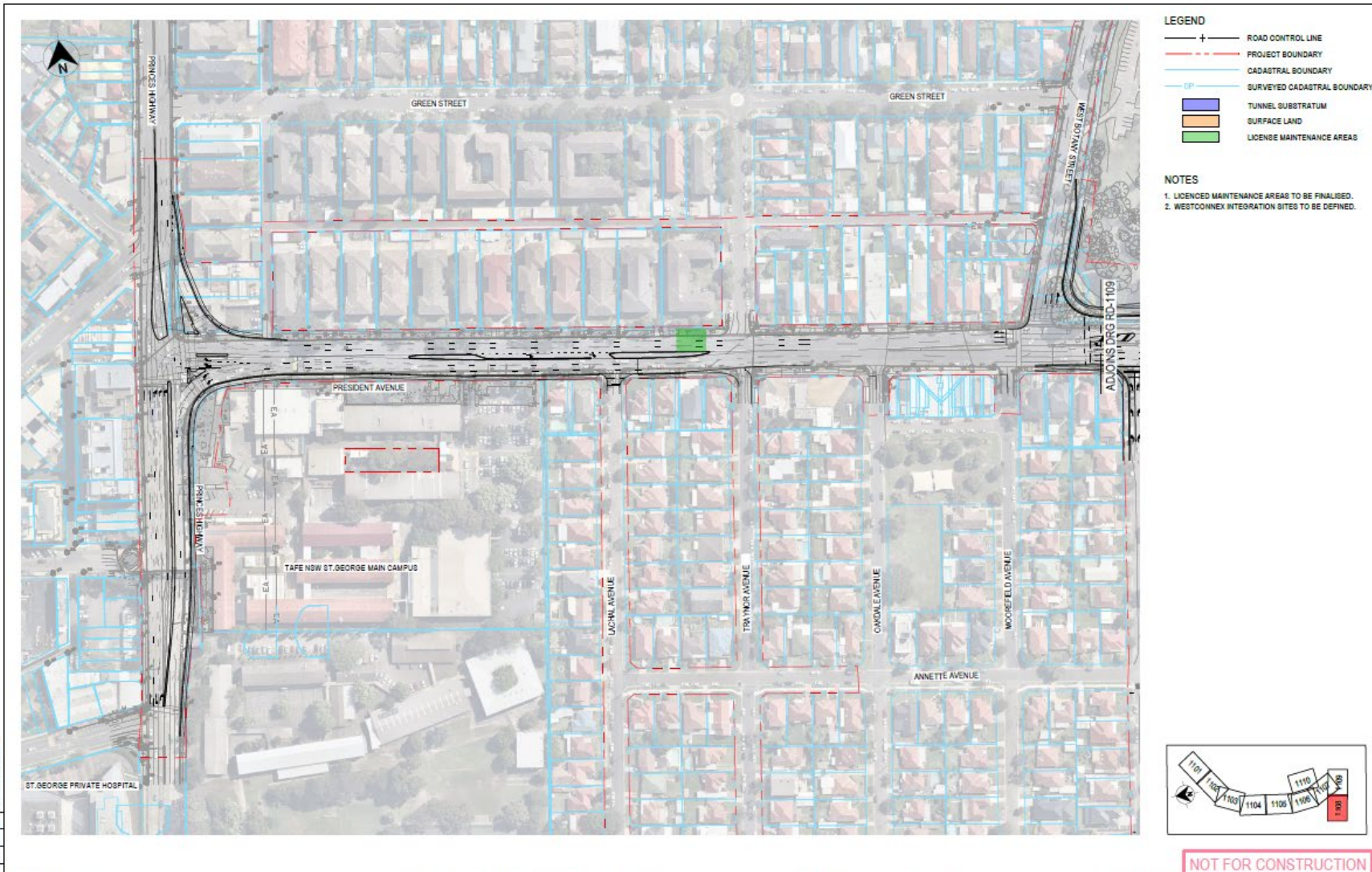
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COORDINATE SYSTEM MGA ZONE 58		HEIGHT DATUM AHD		SCALE 1:2000m		TNSW REGISTRATION No.		PART 1	
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								SCALE 1	
								© Transport for New South Wales	

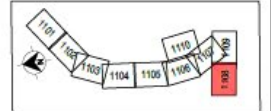
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M6 Stage 1 D&C Deed Schedules
 Schedule 13 Motorway Stratum and Licensed Maintenance Areas



- LEGEND**
- +— ROAD CONTROL LINE
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 - - - - CADASTRAL BOUNDARY
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 - TUNNEL SUBSTRATUM
 - SURFACE LAND
 - LICENSE MAINTENANCE AREAS

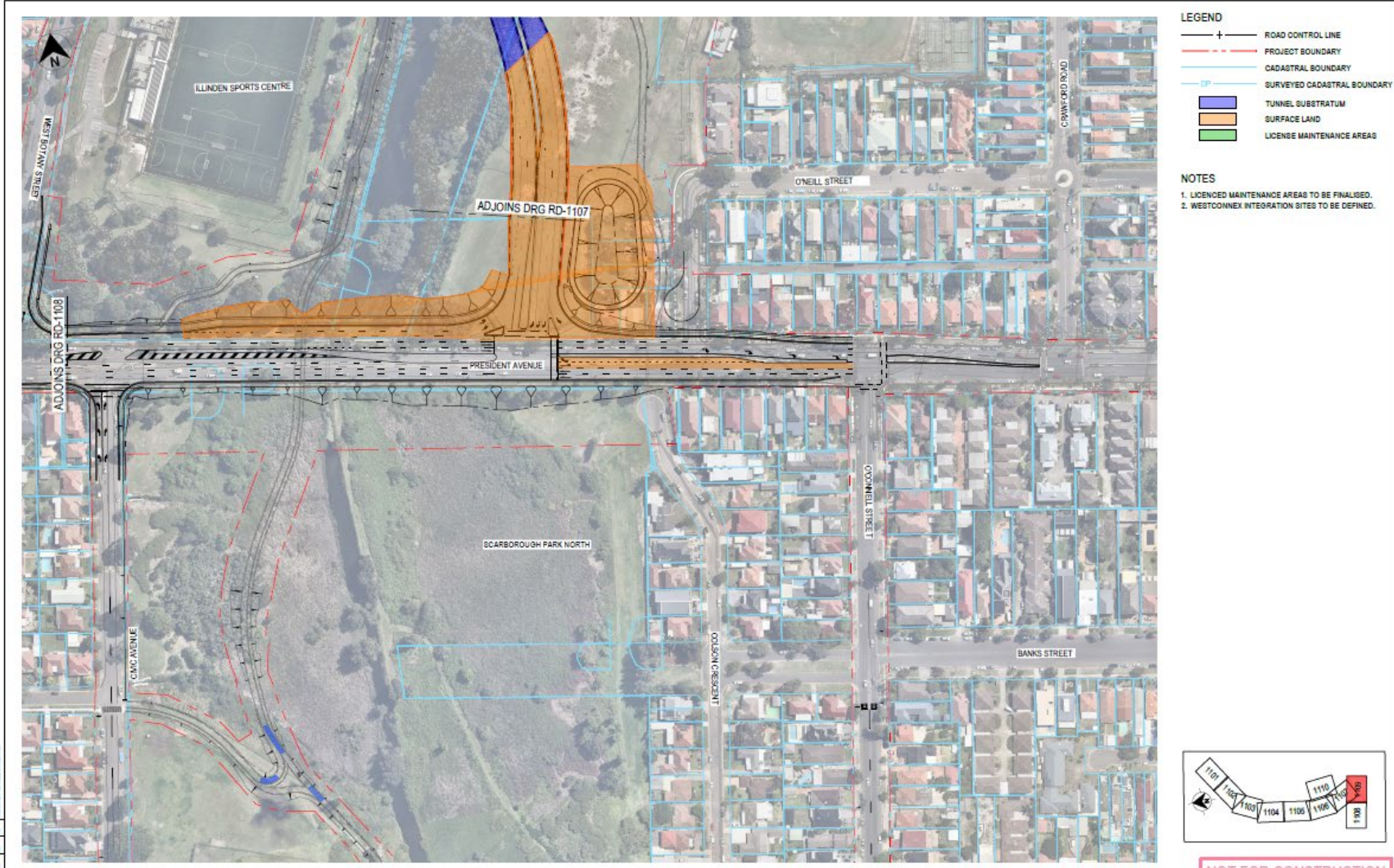
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000000		28/02/2021				 SCALE 1:2000m 	<table border="1"> <tr><th>TITLE</th><th>NAME</th><th>DATE</th></tr> <tr><td>DRAWN</td><td>S. TYLER</td><td>28/02/2021</td></tr> <tr><td>DRG CHECK</td><td>A. CLARKE</td><td>28/02/2021</td></tr> <tr><td>DESIGN</td><td>A. CLARKE</td><td>28/02/2021</td></tr> <tr><td>DESIGN CHECK</td><td>A. BEZUIDENHOUT</td><td>28/02/2021</td></tr> <tr><td>DESIGN MGR</td><td>S. PATERSON</td><td>28/02/2021</td></tr> <tr><td>PROJECT MGR</td><td>C. SHACKELL</td><td>28/02/2021</td></tr> </table>	TITLE	NAME	DATE	DRAWN	S. TYLER	28/02/2021	DRG CHECK	A. CLARKE	28/02/2021	DESIGN	A. CLARKE	28/02/2021	DESIGN CHECK	A. BEZUIDENHOUT	28/02/2021	DESIGN MGR	S. PATERSON	28/02/2021	PROJECT MGR	C. SHACKELL	28/02/2021	
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COORDINATE SYSTEM MGA ZONE 58		HEIGHT DATUM AHD				PREPARED FOR SOUTHERN MOTORWAYS INFRASTRUCTURE AND PLACE M6 STAGE 1		TNSW REGISTRATION No. SCALE STATUS TENDER REFERENCE DESIGN	SHEET 08 OF 09 SHEET No. RD-1108 SCALE 1																				
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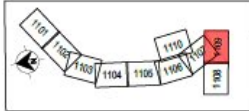


LEGEND

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NOTES

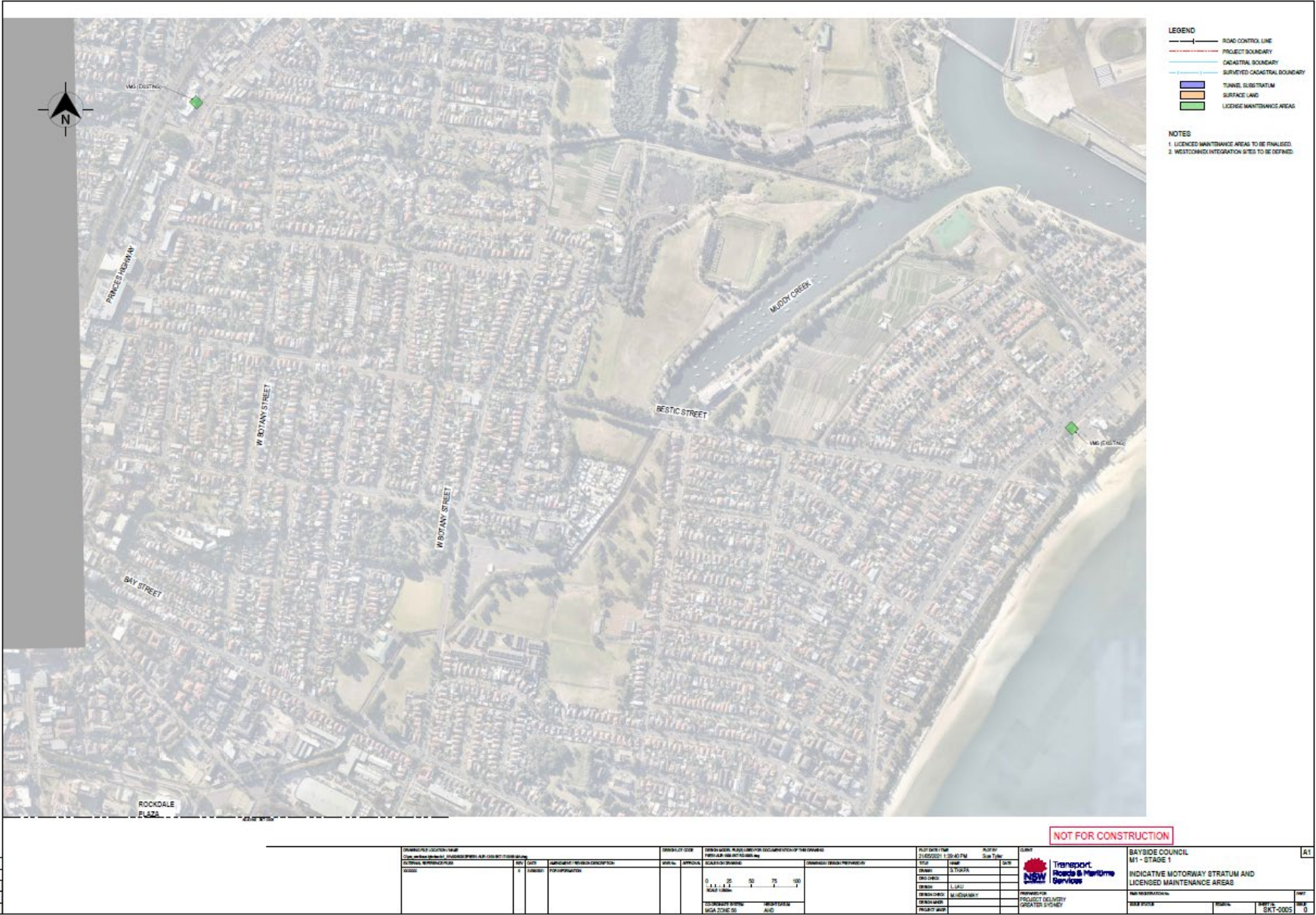
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TENDER REFERENCE DESIGN		RD-1109	1																																		
COORDINATE SYSTEM MGA ZONE 58		HEIGHT DATUM AMD		PREPARED FOR SOUTHERN MOTORWAYS INFRASTRUCTURE AND PLACE M6 STAGE 1		TRMW REGISTRATION No. © Transport for New South Wales																															



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- NOTES**
- 1 LICENSE MAINTENANCE AREAS TO BE FINALISED
 - 2 WESTONHILL INTEGRATION SITES TO BE DEFINED

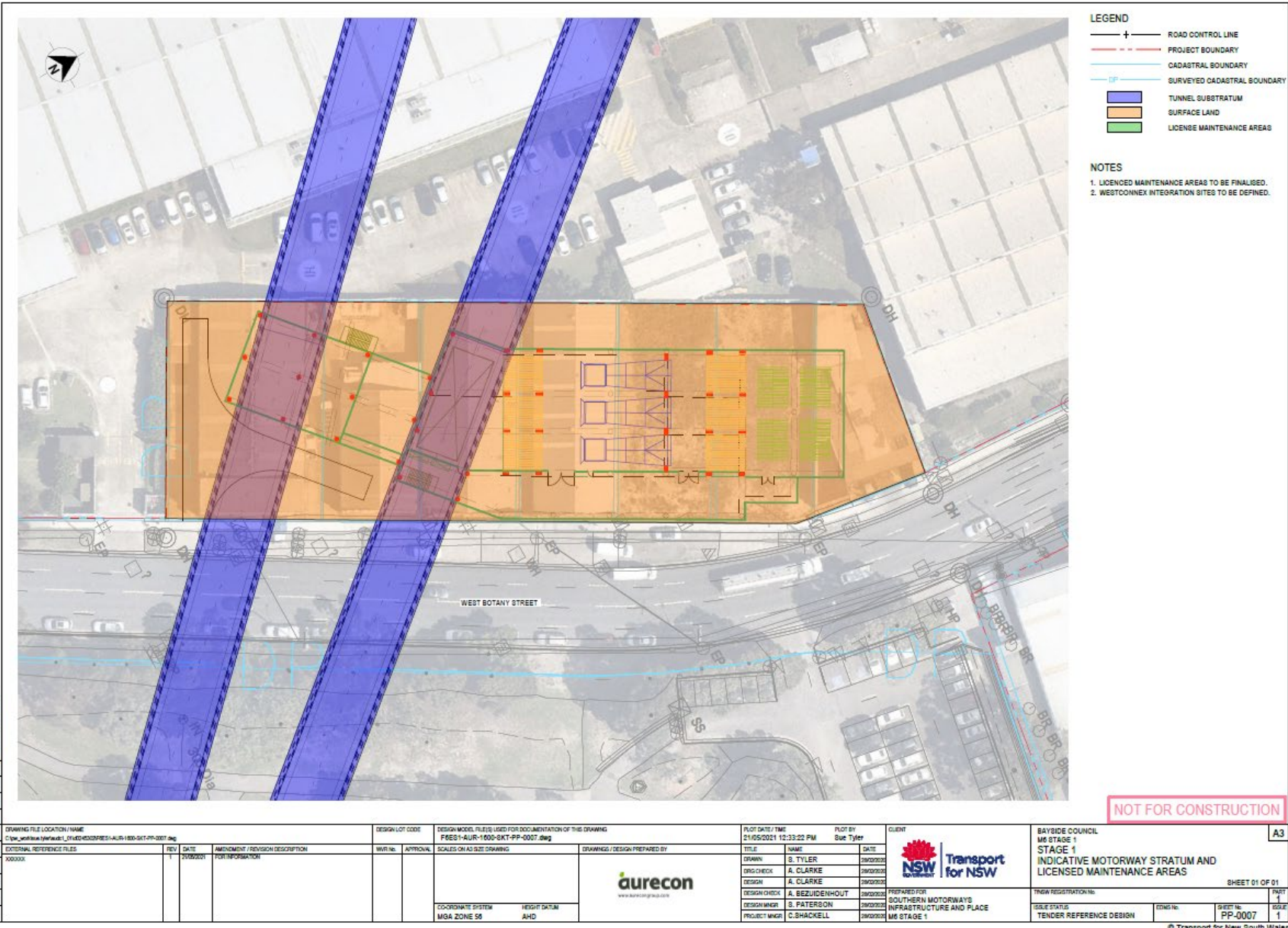
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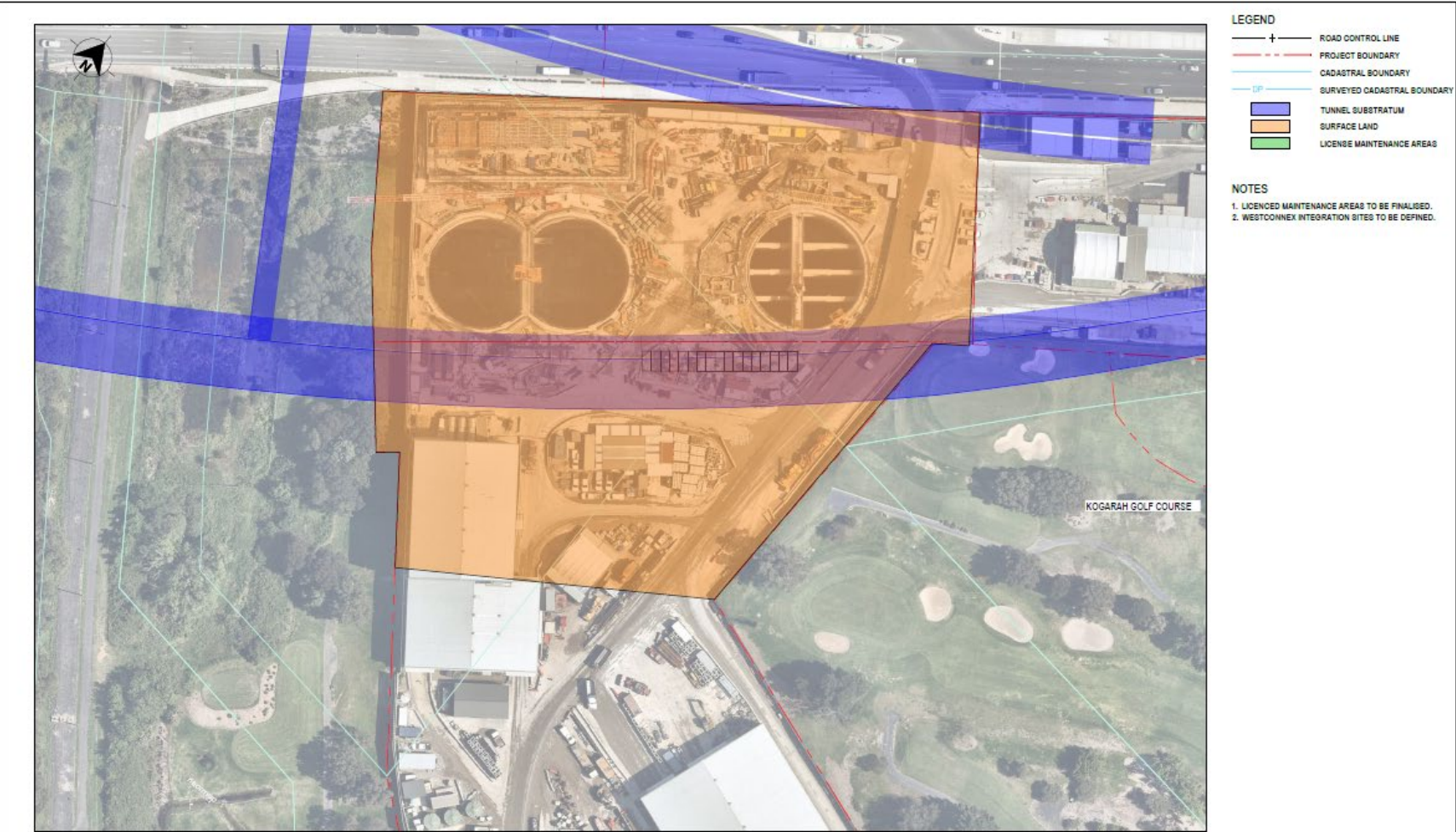
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DESIGNER TRANSPORT NSW	DATE 11/05/2024	APPROVED BY [Signature]	APPROVAL DATE 11/05/2024	PROJECT NO. M1-0000	SHEET NO. 5	PROJECT DELIVERY GREATER SYDNEY	PROJECT DELIVERY GREATER SYDNEY	PROJECT DELIVERY GREATER SYDNEY	PROJECT DELIVERY GREATER SYDNEY

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M6 Stage 1 D&C Deed Schedules
 Schedule 13 Motorway Stratum and Licensed Maintenance Areas







LEGEND

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DRAWING FILE LOCATION / NAME C:\pwworkspace\projects\1_0164\1000\PP1061-1001.dwg		DESIGN LOT CODE FRES1-AUR-1000-SKT-PP-1001.dwg	PLT DATE / TIME 21/05/2021 12:37:41 PM	PLT BY Sue Tyler	CLIENT BAYSIDE COUNCIL M6 STAGE 1	A3
EXTERNAL REFERENCE FILES XXXXXX		DESIGN MODEL FILES USED FOR DOCUMENTATION OF THIS DRAWING FRES1-AUR-1000-SKT-PP-1001.dwg	DRAWINGS / DESIGN PREPARED BY			INDICATIVE MOTORWAY STRATUM AND LICENSED MAINTENANCE AREAS SHEET 01 OF 01
REV	DATE	AMENDMENT / REVISION DESCRIPTION	WTR No.	APPROVAL		
1	20/05/2021				INDICATIVE MOTORWAY STRATUM AND LICENSED MAINTENANCE AREAS	1
COORDINATE SYSTEM MGA ZONE 55		SCALE ON A3 SIZE DRAWING SCALE 1:100m			ISSUE STATUS TENDER REFERENCE DESIGN	EDWG No.
HEIGHT DATUM AHD		PREPARED FOR SOUTHERN MOTORWAYS INFRASTRUCTURE AND PLACE M6 STAGE 1		PROJECT MGR S. PATERSON	SHEET No. PP-1061	ISSUE 1

PART C

ADMINISTRATIVE

SCHEDULE 14

Form of Certificates

Part A

M6 Stage 1 Project (Project)

(Clause 11.1 (*Quality Management*) and Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC)

To: Principal

From: **[Quality Manager]**

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert] (D&C Deed)**. Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clause 11.1(d)(i)(A) of the D&C Deed, I hereby certify that the Contractor's Quality Management System under clause 11.1 (*Quality Management*) of the D&C Deed and Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC is in accordance with the Principal's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....

Signed by
[Quality Manager]

Part B

M6 Stage 1 Project (Project)

(Clause 11.1 (*Quality Management*) and Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC)

To: Principal

From: **[Quality Manager]**

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert] (D&C Deed)**. Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clause 11.1(d)(i)(B) of the D&C Deed, I hereby certify that between the following dates **[Insert dates of preceding 60 Business Day period]**:

- (a) the Contractor's Quality Management System under clause 11.1 (*Quality Management*) and Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC was in accordance with AS/NZS ISO 9001-2016 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the Contractor's Quality Management System were in accordance with AS/NZS ISO 9001-2016;
- (c) the Contractor complied with and satisfied the requirements of the Principal's General Specification Q6;
- (d) the release of Hold Points was undertaken in accordance with the D&C Documents;
- (e) the design, construction, inspection, repairs and monitoring by the Contractor was undertaken in accordance with the D&C Documents; and
- (f) that documentation was recorded and submitted to the Principal and the Independent Certifier in accordance with the D&C Documents.

.....

Signed by
[Quality Manager]

Part C

Completion – M6 Stage 1 Project (Project)

(Clause 11.1 (*Quality Management*) and Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC)

To: Principal

From: **[Quality Manager]**

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert] (D&C Deed)**. Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clause 11.1(d)(i)(C) the D&C Deed, I hereby certify in relation to the Project Works that:

- (a) the Contractor has complied with and satisfied the requirements of the Principal's General Specification Q6;
- (b) the Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 12.2 (*Design responsibility and warranties*) of the deed, subject to minor Defects as referred to in Part A of Schedule 16 (*Conditions precedent to Opening Completion and Completion*);
- (c) the release of all Hold Points has been undertaken in accordance with the D&C Documents; and
- (d) all documentation has been recorded and submitted to the Independent Certifier and the Principal in accordance with the D&C Documents.

.....

Signed by
[Quality Manager]

Part D

M6 Stage 1 Project (Project)

(Clause 11.1 (*Quality Management*) and Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC)

To: Principal

From: **[Quality Manager]**

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert] (D&C Deed)**. Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clause 11.1(d)(i)(D) the D&C Deed, I hereby certify that as at the date of expiration of the last Defects Correction Period:

- (a) the release of all Hold Points has been undertaken in accordance with the D&C Documents;
- (b) all design, construction, inspection, repairs and monitoring by the Contractor has been undertaken in accordance with the D&C Documents; and
- (c) all documentation has been recorded and submitted to the Independent Certifier and the Principal in accordance with the D&C Documents.

.....

Signed by
[Quality Manager]

Part E

M6 Stage 1 Project (Project)

(Clause 11.1 (*Quality Management*) and Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC)

To: Principal

From: **[Insert name of Independent Certifier]** (ABN [])

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert] (D&C Deed)**. Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clause 11.1(d)(ii)(A) the D&C Deed, I hereby certify that the Contractor's Quality Management System under clause 11.1 (*Quality Management*) and Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC to the deed is in accordance with the Principal's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....

Signed by
[insert name of Independent Certifier]

Part F

M6 Stage 1 Project (Project)

(Clause 11.1 (*Quality Management*) and Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC)

To: Principal

From: **[Insert name of Independent Certifier]** (ABN [])

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert] (D&C Deed)**. Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clause 11.1(d)(ii)(B) of the D&C Deed, I hereby certify that between the following dates **[Insert dates of preceding 60 Business Day period]**:

- (a) the Contractor's quality system under clause 11.1 (*Quality Management*) and Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC to the deed is in accordance with AS/NZS ISO 9001 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the Contractor's Quality Management System are in accordance with AS/NZS ISO 9001;
- (c) the Contractor has complied with and satisfied the requirements of the Principal's General Specification Q6;
- (d) the release of Hold Points has been undertaken in accordance with the D&C Documents;
- (e) the design, construction, inspection, repairs and monitoring by the Contractor has been undertaken in accordance with the D&C Documents, including the SWTC; and
- (f) that documentation has been recorded and submitted to the Principal in accordance with the D&C Documents.

.....

Signed by
[Insert name of Independent Certifier] (ABN [])

Part G

M6 Stage 1 Project (Project)

(Clause 11.1 (*Quality Management*) and Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC)

To: Principal

From: **[Insert name of Independent Certifier]** (ABN [])

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert] (D&C Deed)**. Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clause 11.1(d)(ii)(C) of the D&C deed, we hereby certify that as at the date of expiration of the last Defects Correction Period:

- (a) the release of all Hold Points has been undertaken in accordance with the D&C Documents;
- (b) all design, construction, inspection, repairs and monitoring by the Contractor has been undertaken in accordance with the D&C Documents; and
- (c) all documentation has been recorded and submitted to the Principal in accordance with the D&C Documents.

.....

Signed by
[Insert name of Independent Certifier]

Part H

M6 Stage 1 Project (Project)

(Clause 11.1 (*Quality Management*) and Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC)

To: Principal

From: **[Environmental Manager]**

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert] (D&C Deed)**. Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clause 11.1(d)(iii) the D&C Deed, I hereby certify that between the following dates **[Insert dates of preceding 85 Business Day period]**:

- (a) the Contractor's Environmental Management System under section 3.3.1 of the SWTC was in accordance with AS/NZS ISO 14001-2016;
- (b) any Subcontractors' Environmental Management Systems which form a part of the Contractor's Environmental Management System were in accordance with AS/NZS ISO 14001-2016;
- (c) the Contractor complied with and satisfied the requirements of the Principal set out in section 3.3 of the SWTC and in the Environmental Documents;
- (d) the release of Hold Points was undertaken in accordance with the D&C Documents;
- (e) the design, construction, inspection, repairs and monitoring by the Contractor was undertaken in accordance with the D&C Documents; and
- (f) that documentation was recorded and submitted to the Independent Certifier and the Principal in accordance with the D&C Documents.

.....
Signed by
[Environmental Manager]

Part I

M6 Stage 1 Project (Project)

(Clause 12.2) (*Design responsibility and warranties*), Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC and Contractor Documentation Schedule)

Contractor Design Certificate

To: Principal

From: **[Contractor]**

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**D&C Deed**). Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clauses 11.1(d)(iv) and 12.2 (*Design responsibility and warranties*) of the D&C Deed, the Contractor certifies that the attached Design Documentation:

- (a) is appropriate for construction;
- (b) complies with the D&C Deed including the SWTC and, in particular, the durability requirements in section 5.10 and the design life requirements in section 5.9 of the SWTC; and
- (c) does not involve or constitute a Change which has not been the subject of a Change Order or a notice issued by the Principal under clause 13.8 (*Pre-Agreed Changes*) or a notice issued by the Principal under clauses 13.7(d) (*Changes proposed by the Contractor*) and 13.7(e) (*Changes proposed by the Contractor*) of the D&C Deed.

.....

Signed by
[Contractor]

Part J

M6 Stage 1 Project (Project)

(Clause 12.2 (*Design responsibility and warranties*), Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC and Contractor Documentation Schedule)

Subcontractor Design Certificate

To: Principal

From: **[Subcontractor]** (ABN **[Insert]**)

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**D&C Deed**). Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clauses 11.1(d)(v) and 12.2 (*Design responsibility and warranties*) of the D&C Deed, the Subcontractor certifies that the attached Design Documentation:

- (a) is appropriate for construction; and
- (b) complies with the D&C Deed including the SWTC and, in particular, the durability requirements in section 5.10 and the design life requirements in section 5.9 of the SWTC, to the extent those requirements are relevant to the Subcontractor's scope of work.

.....

Signed by
[Subcontractor]

Part K

M6 Stage 1 Project (Project)

(Clause 12.2(c) (*Design responsibility and warranties*), Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC and Contractor Documentation Schedule)

Independent Certifier Design Certificate

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**D&C Deed**). Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clauses 11.1(d)(vi) and 12.2 (*Design responsibility and warranties*) of the D&C Deed, the Independent Certifier verifies that the attached Design Documentation:

- (a) is appropriate for construction; and
- (b) complies with the D&C Deed including the SWTC and, in particular, the durability requirements in section 5.10 and the design life requirements in section 5.9 of the SWTC.

.....

Signed by
Independent Certifier

Part L

M6 Stage 1 Project (Project)

(Clause 12.2(c) (*Design responsibility and warranties*), Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC and Contractor Documentation Schedule)

Proof Engineer's Certificate – Design Documentation

To: Principal

From: **[Insert Proof Engineer's name]**
(ABN **[Insert Proof Engineer's ABN]**)
(**Proof Engineer**)

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**D&C Deed**). Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clauses 11.1(d)(vii) and 12.2 (*Design responsibility and warranties*) of the D&C Deed, we hereby:

- (a) confirm that we have undertaken the full and independent assessment as required under, and in accordance with, Section **[4.9.1(g)] [4.9.1(j)]** **[Note: Delete whichever is not applicable]** (*Proof Engineer and Independent Checking Engineer*) of the SWTC; and
- (b) certify that those elements of the **[Category 1 Temporary Works] [structures containing complex structure elements]** **[Note: Delete whichever is not applicable]** identified in the attached Design Documentation:
 - (i) are adequate and suitable for their intended purpose as stated in, implied from or contemplated by the D&C Deed; and
 - (ii) comply with the Scope of Works and Technical Criteria.

.....

Signed by
[Insert Proof Engineer's name]

Part M

M6 Stage 1 Project (Project)

(Clause 12.2 (*Design responsibility and warranties*), Section 1.1 (*Quality Management System*) of Appendix C.7 (*Quality and Project Verification*) of the SWTC and Contractor Documentation Schedule)

Independent Checking Engineer's Certificate – Design Documentation

To: Principal

From: **[Insert Independent Checking Engineer's name]**
(ABN **[Insert Independent Checking Engineer's ABN]**)
(Independent Checking Engineer)

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert] (D&C Deed)**. Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clauses 11.1(d)(viii) and 12.2 (*Design responsibility and warranties*) of the D&C Deed, we hereby:

- (a) confirm that we have undertaken the check required under, and in accordance with, Section 4.9.2(g)(ii)(A) (*Proof Engineer and Independent Checking Engineer*) of the SWTC; and
- (b) confirm that those elements of the Category 2 Temporary Works identified in the attached Category 2 Temporary Works Design Documentation comply with the SWTC.

.....

Signed by
[Insert Independent Checking Engineer's name]

Part N

Contractor's Certificate

(Clause 17.1(d) (*Process for Opening Completion and Completion*))

To: Principal / Independent Certifier

From: **[Contractor]** (the **Contractor**)

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**D&C Deed**). Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clause 17.1(d) of the D&C Deed, we hereby certify that [Completion / Opening Completion] has been achieved by the Contractor on **[Insert]** in accordance with the terms and conditions of the D&C Deed.

.....

Signed for and on behalf of
[Contractor]

Part O

Independent Certifier's Certificate

(Clause 17.1(e) (*Process for Opening Completion and Completion*))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[Insert date]

Principal

Transport for NSW (ABN 18 804 239 602) of [20-44 Ennis Road, Milsons Point, New South Wales, 2061]

Contractor

[Contractor] (ABN **[Insert]**) of **[Insert address]** (the **Contractor**)

Dear **[Insert name]**

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**D&C Deed**). Words defined in the D&C Deed have the same meaning in this certificate.

**NOTICE OF [OPENING COMPLETION / COMPLETION]
M6 Stage 1 Design and Construct Deed (D&C Deed)**

We refer to clause 17.1(e) (*Process for Opening Completion and Completion*) of the D&C Deed and hereby advise you that **[Opening Completion / Completion]** was achieved on **[Insert date]**.

This Notice of **[Opening Completion / Completion]** does not relieve the Contractor of its obligation to rectify Defects under clause 18 (*Defects Correction Periods*) of the D&C Deed and to complete other outstanding obligations under the D&C Documents.

.....

[
for and on behalf of the Independent Certifier

Part P

Contractor's Certificate

(Clause 11.1 (*Quality Management*))

To: Principal / Independent Certifier

From: **[Contractor]** (the **Contractor**)

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**D&C Deed**). Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clause 11.1(d)(ix) of the D&C Deed, we hereby certify that the Landscaping Maintenance has been completed by the Contractor on **[Insert]** in accordance with the terms and conditions of the D&C Documents.

.....

Signed for and on behalf of
[Contractor]

Part Q

M6 Stage 1 Project (Project)

(Clause 20.4 (*Landscaping Maintenance*))

To: Principal

From: **[Insert name of Independent Certifier]** (ABN [])

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**D&C Deed**). Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clause 20.4(d) of the D&C Deed, we hereby certify that:

- (a) the Landscaping Maintenance undertaken by the Contractor has been undertaken in accordance with the deed, including the Scope of Works and Technical Criteria; and
- (b) the Landscaping Maintenance has been completed in accordance with the deed, including the Scope of Works and Technical Criteria, and the areas where the Landscaping Maintenance has been performed are ready to be handed over to Principal,

other than the Defects listed below.

Description of relevant Landscaping Maintenance works	Description of Defect	Estimated cost of rectifying Defects

.....
 Signed by
[Insert name of Independent Certifier] (ABN [])

Part R

M6 Stage 1 Project (Project)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Part S

M6 Stage 1 Project (Project)

[Redacted]

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Part T

M6 Stage 1 Project (Project)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Part U

M6 Stage 1 Project (Project)

(Clause 17.5(e) (*Early Completion of Bayside Council Works*))

To: Principal / Independent Certifier

From: **[Contractor]** (the **Contractor**)

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**D&C Deed**). Words defined in the D&C Deed have the same meaning in this certificate.

In accordance with the terms of clause 17.5(e) of the D&C Deed, we hereby certify that the Bayside Council Works have been completed by the Contractor on **[Insert date]** in accordance with the terms and conditions of the D&C Documents.

.....

Signed for and on behalf of
[Contractor]

Part V

Independent Certifier's Certificate

(Clause 17.5(f) (*Early Completion of Bayside Council Works*))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[Insert date]

Principal

Transport for NSW (ABN 18 804 239 602) of [20-44 Ennis Road, Milsons Point, New South Wales, 2061]

Contractor

[Contractor] (ABN **[Insert]**) of **[Insert address]** (the **Contractor**)

Dear **[Insert name]**

This certificate is given in accordance with the "M6 Stage 1 Design and Construction Deed" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**D&C Deed**). Words defined in the D&C Deed have the same meaning in this certificate.

**NOTICE OF BAYSIDE COUNCIL WOKS COMPLETION
M6 Stage 1 Design and Construct Deed (D&C Deed)**

We refer to clause 17.5(f) (*Early Completion of Bayside Council Works*) of the D&C Deed and hereby advise you that **Bayside Council Works Completion** was achieved on **[Insert date]**.

This Notice of **Bayside Council Works Completion** does not relieve the Contractor of its obligation to rectify Defects under clause 18 (*Defects Correction Periods*) of the D&C Deed and to complete other outstanding obligations under the D&C Documents.

.....

[
] for and on behalf of the Independent Certifier

SCHEDULE 15

Pre-Agreed Changes

(Clause 13.8 (*Pre-Agreed Changes*))

The following tables set out the Pre-Agreed Changes that may be directed by the Principal pursuant to clause 13.8 (*Pre-Agreed Changes*).

A Pre-Agreed Change may only be directed as such, if directed by the Principal by the "Exercise Date" identified in the table below. If no "Exercise Date" is identified in the table below or is identified as "not applicable", the Pre-Agreed Change may be directed at any time before the end of the initial Defects Correction Period.

The amounts in the row titled "Change Cost for Pre-Agreed Change (excluding GST) include all overheads and profit margins.

Pre-Agreed Change 1 – WestConnex Simulators

Amendments	If the Pre-Agreed Change is directed by the Principal's Representative under clause 13.8 (<i>Pre-Agreed Changes</i>) of the D&C Deed, then Appendix B.31-3 (<i>IOMCS Integration and Modification Requirements</i>) of Exhibit I (<i>Scope of Works and Technical Criteria</i>) will be amended in accordance with the changes contained in Attachment 1 of this Schedule.
Exercise Date	16 January 2023
Change Costs for Pre-Agreed Change (excluding GST)	██████████
Change to Date for Opening Completion and Date for Completion	None
Additional Notes	None

Pre-Agreed Change 2 – [REDACTED]

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

Pre-Agreed Change 3 – Additional Noise Mitigation Measures

<p>Amendments</p>	<p>If the Pre-Agreed Change is directed by the Principal under clause 13.8 (<i>Pre-Agreed Changes</i>) of the D&C Deed, the D&C Documents will be amended in the following way:</p> <p>(a) amend Table D.1-1 (<i>At-Property Construction Noise Mitigation Treatments to be installed by TfNSW</i>) of Appendix D.1 (<i>Additional Environmental Requirements</i>) of Exhibit I (<i>Scope of Works and Technical Criteria</i>) by deleting the rows associated with the properties which the Contractor is directed by the Principal, in its written notice, to implement and install at property construction noise mitigation treatments; and</p> <p>(b) amend the Total Change Costs for Pre-Agreed Change for Pre-Agreed Change 3 as detailed in this Schedule 15 by removing the Change Costs associated with the properties which the Contractor has not been directed by the Principal, in its written notice, to implement and install at property construction noise mitigation treatments.</p>	
<p>Exercise Date</p>	<p>Three weeks after D&C Close</p>	
<p>Change Costs for Pre-Agreed Change (excluding GST)</p>	<p>Address</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>Change Cost (excluding GST)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	Total Change Costs for Pre-Agreed Change	[REDACTED]
Change to Date for Opening Completion and Date for Completion	None	
Additional Notes	None	

Pre-Agreed Change 4 – [REDACTED]

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

Pre-Agreed Change 5 – Toll Collection System

<p>Amendments</p>	<p>If the Pre-Agreed Change is directed by the Principal under clause 13.8 (<i>Pre-Agreed Changes</i>) of the D&C Deed, delete the document titled 'Appendix B.10 (Toll Collection System)' contained in Exhibit I (<i>Scope of Works and Technical Criteria</i>), and replace with the document contained in Attachment 2 of this Schedule in its place.</p>
<p>Exercise Date</p>	<p>Six months after the date of the D&C Deed.</p>
<p>Change Costs for Pre-Agreed Change (excluding GST)</p>	<p>██████████</p>
<p>Change to Date for Opening Completion and Date for Completion</p>	<p>None</p>
<p>Additional Notes</p>	<p>None</p>

Pre-Agreed Change 6 – Post Opening Support Services

Amendments	If the Pre-Agreed Change is directed by the Principal under clause 13.8 (<i>Pre-Agreed Changes</i>) of the D&C Deed, Exhibit I (<i>Scope of Works and Technical Criteria</i>) will be amended in accordance with the changes contained in Attachment 3 of this Schedule.
Exercise Date	8 weeks prior to Date for Opening Completion
Change Costs for Pre-Agreed Change (excluding GST)	██████████ per week
Change to Date for Opening Completion and Date for Completion	None
Additional Notes	None

Attachment 1

Item	Pre-Agreed Change 1 – WestConnex Simulators
<p>1A.1</p>	<p>With respect to section 4.6(a) of Appendix B.31-3 (IOMCS Integration and Modification Requirements) of Exhibit I (Scope of Works and Technical Criteria) of the D&C Deed, delete the words:</p> <p style="padding-left: 40px;"><i>`(i) M4/M5 3B Rozelle Interchange OMCS.'</i>,</p> <p>and replace with the following new words:</p> <p style="padding-left: 40px;"><i>`(i) M4/M5 3B Rozelle Interchange OMCS;</i> <i>(ii) M4/M5 3A Main Tunnel Works OMCS;</i> <i>(iii) M4E OMCS;</i> <i>(iv) M8 OMCS; and</i> <i>(v) IOMCS.'.</i></p>
<p>1A.2</p>	<p>With respect to section 4.6(c) of Appendix B.31-3 (<i>IOMCS Integration and Modification Requirements</i>) of Exhibit I (<i>Scope of Works and Technical Criteria</i>) of the D&C Deed, delete the words:</p> <p style="padding-left: 40px;"><i>`TfNSW will make available to the Contractor the following simulators by no later than 25 July 2023:</i></p> <p style="padding-left: 40px;"><i>(i) M4E OMCS;</i> <i>(ii) M8 OMCS;</i> <i>(iii) M4/M5 3A Main Tunnel Works OMCS; and</i> <i>(iv) IOMCS.</i></p> <p style="padding-left: 40px;"><i>The simulators provided by TfNSW will be provided 'as is' from the Rozelle Interchange project. TfNSW does not warrant the configuration installed on these simulators.'</i>,</p> <p>and replace with the following new words:</p> <p style="padding-left: 40px;"><i>`TfNSW is not responsible for the provision of any simulators to the Contractor.'.</i></p>

Attachment 2

Exhibit I (SWTC) – Appendix B.10 (Toll Collection System) – (PAC#5) – May 2021

Attachment 3

With respect to Appendix B.31-3 (*IOMCS Integration and Modification Requirements*) of Exhibit I (*Scope of Works and Technical Criteria*) of the D&C Deed, insert the following new section after section 6.3:

6.4 Post Opening Support Services

For the period specified by the Principal commencing on the Date of Opening Completion, the Contractor will provide the following services (**Post Opening Support Services**):

- (a) 24 hour, seven days a week on site IOMCS and OMCS technical support including:
 - (i) IOMCS and OMCS operator query support;
 - (ii) IOMCS and OMCS maintainer query support;
- (b) 7am to 6pm, seven days a week on site PMCS and I-MNCS support;
- (c) 6pm to 7am, seven days a week, on call PMCS and I-MNCS technical support;
- (d) constant monitoring of the performance and health of the modified IOMCS, modified WestConnex OMCS and OMCS;
- (e) daily performance and health reports for the modified IOMCS, modified WestConnex OMCS and OMCS;
- (f) investigation into faults impacting the performance or functionality of the modified IOMCS, modified WestConnex OMCS and OMCS commenced within 30 minutes of the occurrence of the fault;
- (g) prompt rectification of faults in the modified IOMCS, modified WestConnex OMCS and OMCS impacting the performance and functionality of the modified IOMCS, modified WestConnex OMCS and OMCS;
- (h) urgent rectification of faults in the modified IOMCS, modified WestConnex OMCS and OMCS impacting the performance and functionality of the modified IOMCS, modified WestConnex OMCS and OMCS, and the safe operation of the WestConnex Motorways or the Motorway.

SCHEDULE 16

Conditions precedent to Opening Completion and Completion

(Clauses 15 (*Time and Progress*) and 17 (*Opening Completion and Completion*))

Part A - Conditions precedent to Opening Completion

1. **(Project Works complete)**: The Project Works are complete in accordance with this deed except for minor Defects which:
 - (a) do not prevent the Project Works from being capable of being used for their intended purpose;
 - (b) can be corrected without prejudicing the convenient or intended use of the Project Works; and
 - (c) the Contractor has reasonable grounds for not promptly rectifying.
2. **(Capable of opening)**: The Project Works are capable of being opened to the public for the safe, efficient and continuous passage of vehicles in accordance with Law.
3. **(Testing and commissioning)**: The Contractor has:
 - (a) carried out and passed all tests, including Operational Readiness Evaluation, which:
 - (i) are required under this deed to be carried out and passed before the Project Works reach Opening Completion;
 - (ii) must necessarily be carried out and passed before the Project Works can be used for their intended purpose; or
 - (iii) must necessarily be carried out to verify that the Project Works are in the condition this deed requires them to be in at Opening Completion;
 - (b) carried out and passed all audits and tests identified in SWTC Appendix B.10 (Toll Collection System), section 3.4 and
 - (c) given copies of the results of the tests and audits referred to in sections 3(a) and (b) of Part A of this Schedule, to the Principal and the Independent Certifier.
4. **(Approvals)**: The Contractor has:
 - (a) obtained all Approvals that it is required to obtain under this deed which are required:
 - (i) before Opening Completion of the Project Works; or
 - (ii) copies of all Approvals required to be obtained by the Contractor under this deed, to open, use and operate the Project Works; and
 - (b) provided copies of such Approvals to the Principal and the Independent Certifier.
5. **(Certificates and quality documentation)**: The Contractor has given the following to the Principal and the Independent Certifier:

- (a) a certificate executed by the Contractor in the form of Part N of Schedule 14 (*Form of Certificates*);
 - (b) a certificate executed by the Quality Manager in the form of Part C to Schedule 14 (*Form of Certificates*);
 - (c) a summary prepared by the Quality Manager pursuant to section 1.1 (*Quality Management System*) of Appendix C.7 of the SWTC on all quality issues;
 - (d) all documents relating to all non-conformances pursuant to Appendix C.7 of the SWTC;
 - (e) a copy of all signed independent road safety audits required by section 5.21 (excluding section 5.21(a)(iii)) of the SWTC;
 - (f) for each discrete part of the Local Area Works, a copy of the notice regarding the completion of the Local Area Works given by the relevant Authority or the Contractor under clause 18.7(a)(i) or (ii) (as applicable)(*Local Area Works*) of this deed;
 - (g) for each discrete part of the Utility Service Works necessary or required to be completed so that the Motorway Works can be opened to the public for the safe, efficient and continuous passage of motor vehicles, a copy of the notice regarding the completion of the Utility Service Works given by the relevant Authority or the Contractor under clause 18.8(a)(i) (*Utility Service Works*) of this deed;
 - (h) the durability assessment reports required by section 5.9 and Appendix C.2 to the SWTC which have been approved by the Independent Certifier and the Principal (acting reasonably);
 - (i) the updated Overall D&C Program; and
 - (j) all other certificates required by this deed before Opening Completion.
6. **(Extra Land):** The Contractor has, in respect of any Extra Land occupied or used in connection with the Project Works:
- (a) rehabilitated the Extra Land in accordance with this deed and the requirements of all relevant Authorities, the Principal, the owners or occupiers of the Extra Land and other persons having an interest in the Extra Land; and
 - (b) provided the Principal with the following, with a copy to the Independent Certifier:
 - (i) properly executed releases, on terms satisfactory to the Principal, from all claims or demands from the owners or occupiers of the Extra Land and other persons having an interest in the Extra Land; or
 - (ii) if the Contractor is unable to obtain such a release within 15 Business Days after written request for it following completion of the work on the Extra Land, despite using its best endeavours to do so, evidence that the Contractor requested the release and a statement by the Contractor that such owner or occupier, or other person having an interest in the Extra Land, failed or refused to provide it.
7. **(O&M and as constructed documentation):** The Principal has been provided with the following, with a copy to the Independent Certifier:

- (a) copies of all site investigation reports and property conditions surveys pursuant to sections 4.4.1 and 4.4.2 of the SWTC;
 - (b) details of the location of Utility Services pursuant to section 2.3.4 of the SWTC;
 - (c) copies of Approvals from Authorities for the drainage design pursuant to section 5.28 of the SWTC and Appendix B.7 of the SWTC;
 - (d) all the 'as built' documentation and reports required by and in accordance with section 7.1 of the SWTC and the Contractor Documentation Schedule;
 - (e) copies of maintenance records in accordance with clause 20.1(e) (*Maintenance during construction*);
 - (f) all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of the Project Works which must necessarily be handed over before the Project Works can be used for their intended purpose including copies of all documentation in accordance with the requirements of Appendix C.2 of the SWTC;
 - (g) a copy of the O&M Manuals and the O&M Plan (as defined in the SWTC) required by this deed;
 - (h) a copy of the incident management plan required by appendices C.1 and E.9 of the SWTC;
 - (i) the inventory details required in accordance with section 7.2 of the SWTC;
 - (j) the Contractor's inputs to populate the Principal's asset management system as required under section 7.2 of the SWTC which have been approved by the Principal (acting reasonably);
 - (k) evidence that the Contractor has provided the training required by section 3.10 of the SWTC;
 - (l) the benefit of all third party warranties relevant to the Asset Items and the Spare Parts as required by clause 14.9 (*Warranties by others*) of this deed; and
 - (m) except to the extent the Project Plans must be included in the O&M Manuals, the Project Plans required by this deed.
8. **(Fire systems):** The Principal, in consultation with Fire and Rescue NSW, has accepted the fire safety systems and measures relevant to Fire and Rescue NSW that are contained in the Project Works and all relevant systems and measures within the Project Works, including the automatic fire detection and alarm system, the deluge suppression system, the fire hydrant system and all other fire fighting equipment.
9. **(Spare parts):** The Principal has received the Spare Parts in the Spares List (as updated under clause 14.8 (*Spare Parts*) of this deed).
10. **(Aboriginal Participation Report):** The Contractor has given the Principal, with a copy to the Independent Certifier, the Aboriginal Participation Report required by clause 7.13(c)(ii) (*Aboriginal participation in construction*) of this deed.
11. **(All other requirements):** The Contractor has done all other things which this deed requires it to have done as a condition precedent to Opening Completion.

Part B - Conditions precedent to Completion

1. **(O&M documentation):** The Contractor has given the following to the Principal, with a copy to the Independent Certifier:
 - (a) a copy of the final "as built" drawings of the Project Works pursuant to section 7.1 of the SWTC and the Contractor Documentation Schedule;
 - (b) copies of all property and land survey information that is required to be prepared pursuant to the SWTC and any other information that is required by the Principal to enable the Principal to prepare and register plans of consolidation and subdivision in respect of the Motorway Stratum; and
 - (c) all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of the Project Works which are required by this deed to be given to the Principal before Completion including copies of all documentation in accordance with the requirements of Appendix C.2 of the SWTC.
2. **(Certificates)** The Contractor has executed a certificate in the form of Part N of Schedule 14 (*Form of Certificate*) and provided it to the Principal and the Independent Certifier.
3. **(Cleaning up)** The Contractor has:
 - (a) removed all rubbish, litter, graffiti surplus materials (including Materials), Construction Plant and Temporary Works from the Construction Site and Extra Land, except where the retention of any of these are required for the correction of Defects during the Defects Correction Period and this is approved in writing by the Principal.
 - (b) removed all signs erected in accordance with clause 14.5 (*Signage*) of this deed and made good any damage caused by the removal of those signs; and
 - (c) reinstated the Temporary Areas and any other land affected by or used for the purposes of the Temporary Works to a condition at least equivalent to the condition existing before that occupation or use except for such parts of the Temporary Area which this deed (including the SWTC) specifies need not be reinstated (including where the Contractor is required to demolish buildings on the Temporary Area).
4. **(Transfer of ownership):** To the extent not already transferred, the Contractor has transferred to the Principal, or if directed by the Principal, to the O&M Contractor, ownership of all rights, title and interests in all relevant operational assets, plant and equipment as specified in the SWTC that are required for the operations, maintenance and repair of the Motorway at the Date of Completion, including all spares provided by the Contractor to the Principal as a condition precedent to Opening Completion.
5. **(Defects corrected):** The Contractor has corrected all Defects in the Motorway Works.
6. **(All other requirements):** The Contractor has done all other things which this deed requires it to have done as a condition precedent to Completion.

Part C - Conditions precedent to Bayside Council Works Completion

1. **(Bayside Council Works complete):** The Bayside Works are complete in accordance with this deed except for minor Defects which:

- (a) do not prevent the Bayside Council Works from being capable of being used for their intended purpose;
 - (b) can be corrected without prejudicing the convenient or intended use of the Bayside Council Works; and
 - (c) the Contractor has reasonable grounds for not promptly rectifying.
2. **(Capable of opening)**: The Bayside Council Works are safe and capable of being opened to the public.
3. **(Testing and commissioning)**: The Contractor has:
- (a) carried out and passed all tests, including Operational Readiness Evaluation, which:
 - (i) are required under this deed to be carried out and passed before the Bayside Council Works reach Opening Completion;
 - (ii) must necessarily be carried out and passed before the Bayside Council Works can be used for their intended purpose; or
 - (iii) must necessarily be carried out to verify that the Bayside Council Works are in the condition this deed requires them to be in at Opening Completion; and
 - (b) given copies of the results of the tests and audits referred to in section 3(a) of Part C of this Schedule, to the Principal and the Independent Certifier.
4. **(Approvals)**: The Contractor has:
- (a) obtained all Approvals that it is required to obtain under this deed which are required:
 - (i) before Opening Completion of the Bayside Council Works; or
 - (ii) copies of all Approvals required to be obtained by the Contractor under this deed, to open, use and operate the Bayside Council Works; and
 - (b) provided copies of such Approvals to the Principal and the Independent Certifier.
5. **(Certificates and quality documentation)**: The Contractor has given the following to the Principal and the Independent Certifier in relation to the Bayside Council Works to the extent applicable:
- (a) a certificate executed by the Contractor in the form of Part U of Schedule 14 (*Form of Certificates*);
 - (b) a certificate executed by the Quality Manager in the form of Part C to Schedule 14 (*Form of Certificates*);
 - (c) a summary prepared by the Quality Manager pursuant to section 1.1 (*Quality Management System*) of Appendix C.7 of the SWTC on all quality issues;
 - (d) all documents relating to all non-conformances pursuant to Appendix C.7 of the SWTC;

- (e) a copy of all signed independent road safety audits required by section 5.21 (excluding section 5.21(a)(iii)) of the SWTC;
 - (f) for each discrete part of the Bayside Council Works, a copy of the notice regarding the completion of the Bayside Council Works given by the relevant Authority or the Contractor under clause 18.7(a)(i) or (ii) (as applicable) (*Local Area Works*) of this deed;
 - (g) for each discrete part of the Utility Service Works necessary or required to be completed so that the Bayside Council Works can be safely opened to the public, a copy of the notice regarding the completion of the Utility Service Works given by the relevant Authority or the Contractor under clause 18.8(a)(i) (*Utility Service Works*) of this deed;
 - (h) the durability assessment reports required by section 5.9 and Appendix C.2 to the SWTC which have been approved by the Independent Certifier and the Principal (acting reasonably);
 - (i) the updated Overall D&C Program; and
 - (j) all other certificates required by this deed before Bayside Council Works Completion.
6. **(Extra Land):** The Contractor has, in respect of any Extra Land occupied or used in connection with the Bayside Council Works:
- (a) rehabilitated the Extra Land in accordance with this deed and the requirements of all relevant Authorities, the Principal, the owners or occupiers of the Extra Land and other persons having an interest in the Extra Land; and
 - (b) provided the Principal with the following, with a copy to the Independent Certifier:
 - (i) properly executed releases, on terms satisfactory to the Principal, from all claims or demands from the owners or occupiers of the Extra Land and other persons having an interest in the Extra Land; or
 - (ii) if the Contractor is unable to obtain such a release within 15 Business Days after written request for it following completion of the work on the Extra Land, despite using its best endeavours to do so, evidence that the Contractor requested the release and a statement by the Contractor that such owner or occupier, or other person having an interest in the Extra Land, failed or refused to provide it.
7. **(O&M and as constructed documentation):** The Principal has been provided with the following, with a copy to the Independent Certifier in relation to the Bayside Council Works to the extent applicable:
- (a) copies of all site investigation reports and property conditions surveys pursuant to sections 4.4.1 and 4.4.2 of the SWTC;
 - (b) details of the location of Utility Services pursuant to section 2.3.4 of the SWTC;
 - (c) copies of Approvals from Authorities for the drainage design pursuant to section 5.28 of the SWTC and Appendix B.7 of the SWTC;
 - (d) all the 'as built' documentation and reports required by and in accordance with section 7.1 of the SWTC and the Contractor Documentation Schedule;

- (e) copies of maintenance records in accordance with clause 20.1(e) (*Maintenance during construction*);
 - (f) all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of the Bayside Council Works which must necessarily be handed over before the Bayside Council Works can be used for their intended purpose including copies of all documentation in accordance with the requirements of Appendix C.2 of the SWTC;
 - (g) a copy of the O&M Manuals and the O&M Plan (as defined in the SWTC) required by this deed;
 - (h) a copy of the incident management plan required by appendices C.1 and E.9 of the SWTC;
 - (i) the inventory details required in accordance with section 7.2 of the SWTC;
 - (j) the Contractor's inputs to populate the Principal's asset management system as required under section 7.2 of the SWTC which have been approved by the Principal (acting reasonably);
 - (k) evidence that the Contractor has provided the training required by section 3.10 of the SWTC;
 - (l) the benefit of all third party warranties relevant to the Asset Items and the Spare Parts as required by clause 14.9 (*Warranties by others*) of this deed; and
 - (m) except to the extent the Project Plans must be included in the O&M Manuals, the Project Plans required by this deed.
8. **(Fire systems):** The Principal, in consultation with Fire and Rescue NSW, has accepted the fire safety systems and measures relevant to Fire and Rescue NSW that are contained in the Bayside Council Works (if any) and all relevant systems and measures within the Bayside Council Works.
9. **(Spare parts):** To the extent applicable to the Bayside Council Works, the Principal has received the Spare Parts in the Spares List (as updated under clause 14.8 (*Spare Parts*) of this deed).
10. **(Collateral Warranty Deed Poll):** The Contractor has provided Bayside Council with a duly executed Collateral Warranty Deed Poll.
11. **(All other requirements):** The Contractor has done all other things which this deed requires it to have done as a condition precedent to Bayside Council Works Completion.

SCHEDULE 17

PART A

Aboriginal Participation Reporting Templates

Monthly Aboriginal Participation Report Template

(Clause 1.1 definition of "Monthly Aboriginal Participation Report")

Participation Report

PROJECT DETAILS

Project name			
Contract No.			
Contractor details			
Contact person for this report			
Contract start date		Contract end date	
Date of APiC report			

APiC Category: Category 1 (primarily directed at Aboriginal community)
 Category 2 (over \$10 million)
 Category 3 (\$1 million - \$10 million)

Contract Award Value (\$) (ex. GST)		APiC/APP Exclusions (\$) (ex. GST)	
Eligible Spend (\$) (ex. GST)		APiC spend as a per cent of Eligible Spend (%) (ex. GST)	

Workforce Participation

Project Participation	Actual monthly amount (FTE / hours)	Cumulative to date amount (FTE / hours)	Proposed FTE / hours in participation plan
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1) Total number of people (all) employed in the project			
2) Total number of hours worked by all employees on this project			
3) Total number of sub-contractors on the project			
4) Total number of people employed by sub-contractors on the project			
Aboriginal Participation			
5) Total number of Aboriginal people employed in the project			
6) Total number of hours worked by Aboriginal employees on this project			
7) Total number of Aboriginal owned businesses on the project			
8) Total number of Aboriginal people employed by sub-contractors on the project			
Aboriginal Participation – expenditure			
Type of expenditure – Project specific	Actual monthly expenditure amount (\$)	Cumulative to date expenditure amount (\$)	Proposed expenditure in participation plan (\$)
1) Employment of Aboriginal people			
a) Direct employment			
b) Other employment (contractors, group training) – i.e. non-Aboriginal sub-contractors only			
2) Engagement of Aboriginal owned businesses (including Aboriginal sub-contractors)			
a) Goods/materials, works or services bought from Aboriginal businesses			
3) Education / training programs (pre-approval required)			
a) Apprentices			
b) Trainees			
c) Cadets			
d) Other education expenses			
4) Community Engagement / consultation			

a) Payments to Aboriginal business/community organisations			
5) Other			
a) Other type of expenditure approved by the Project			
Total Amount (\$)			
<i>Description of activities for each of the 'Type' list above (include what has been done to achieve outcomes, participating business/community group details) and outcomes:</i>			

Expenses must not to be duplicated in different types of eligible spend, for example the same costs related to trainees and apprentices for a project cannot be included as costs in both employment and education.

Approved by:

PART B

Aboriginal Participation Reporting Templates

Aboriginal Participation Plan Template

APIC Participation Plan				
(Please note Aboriginal owned businesses are required to complete Q1-8 and 10-14 only.)				
1. Project name				
2. Geographic location of project by postcode				
3. Contract start date				
4. Expected contract end date				
5. Contractor name and contact details				
6. Contractor ABN				
7. Contracting agency (Government) name and contact details		Transport for NSW Contact Details:		
8. Project category		<input type="checkbox"/> Category 1 - project where Aboriginal communities are the primary beneficiary/key user <input type="checkbox"/> Category 2 - estimated value over \$10 million <input type="checkbox"/> Category 3 - estimated value over \$1 million		
(Aboriginal owned businesses are not required to complete Q 9)				
9. Contract Value (\$)	Exclusions (\$)	Contract Value minus Exclusions(\$)	Percentage of contract spend (%) for Aboriginal participation	Aboriginal participation (\$)
Aboriginal Owned Businesses				
10. Are you an Aboriginal owned business?		<input type="checkbox"/> Yes (If Yes, complete to Question 14 only.) <input type="checkbox"/> No (if No, skip to Question 12 and complete the remaining questions and sections including Eligible Spend for Aboriginal Participation)		
11. Is your business recognised as an Aboriginal owned business?		<input type="checkbox"/> Supply Nation <input type="checkbox"/> NSW Indigenous Chamber of Commerce <input type="checkbox"/> An Organisation representing Aboriginal owned businesses that is a member of the First Australians Chamber of Industry		

and Commerce	
General Information	
12. Total number of employees	<i>[Guidenote: Provide projected total number of people to be employed on the contract by both the Contractor and sub-contractors.]</i>
13. Total number of Aboriginal employees	<i>[Guidenote: Provide projected numbers of Aboriginal people to be employed on the contract by both the Contractor and sub-contractors.]</i>
14. Projected number of Aboriginal Full-Time Employment (FTE) opportunities supported by the project	<i>[Guidenote: Provide projected numbers of Aboriginal Full-Time Employment (FTE) opportunities on the contract to be provided by both the Contractor and sub-contractors.]</i>

Eligible Spend for Aboriginal Participation (Aboriginal owned businesses are not required to complete this eligible spend section)		
Activity	Description of proposed plans, opportunities and recipients (if known)	\$ of proposed opportunities (if known)
Employment	<p><i>[Guidenote: Tenderer's information should include but not be limited to:</i></p> <ul style="list-style-type: none"> <i>• Types of employment opportunities available, eg: full-time, part-time, casual, apprenticeships, traineeships etc.</i> <i>• How many employment opportunities will be available?</i> <i>• How will employees be sourced, eg: Aboriginal employment providers?</i> <i>• How much will be spent on Aboriginal employment, per individual and as a total?</i> <i>• How will the local Aboriginal community be engaged around employment opportunities? In determining what communities are local, tenderers may consider Aboriginal communities' connection to land and country, formal local government definitions and proximity to the project.</i> <i>• Demographic data to support your commitments.</i> <i>• Outline of the supply-side supports required to engage Aboriginal job-seekers in the project locality.]</i> 	

<p>Engagement of Aboriginal owned businesses</p>	<p><i>[Guidenote: Information under this spend category should include but not be limited to:</i></p> <ul style="list-style-type: none"> • <i>Types of Aboriginal businesses to be engaged.</i> • <i>How many opportunities will be available for Aboriginal businesses?</i> • <i>How will Aboriginal businesses be sourced, eg: NSW Indigenous Chamber of Commerce and Supply Nation?</i> • <i>How much will be spent on Aboriginal businesses per Aboriginal business and as a total?</i> • <i>How will the local Aboriginal community and organisations be engaged around business engagement?</i> • <i>Data analysis of the Aboriginal business sector</i> • <i>Outline of the supply-side supports required to engage Aboriginal businesses in the project locality.</i> 	
<p>Education and training</p>	<p><i>[Guidenote: Information should include but not be limited to:</i></p> <ul style="list-style-type: none"> • <i>Types of education and training opportunities available</i> • <i>Link education and training to employment commitments and outcomes</i> • <i>How will training providers be sourced?</i> • <i>How much will be spent on education and training per training program and as a total?</i> • <i>How will the local Aboriginal community be engaged around training and education?}</i> 	
<p>Engagement and consultation</p>	<p><i>[Guidenote: Details of any engagement or consultation planned with Aboriginal community representatives and Aboriginal organisations required to support achievement of Aboriginal Participation obligations .}</i></p>	

Risks and mitigation strategies

List the key risks and mitigation strategies that may affect the achievement of the Aboriginal participation target.

Risk 1	Mitigation or treatment
Risk 2	Mitigation or treatment
Risk 3	Mitigation or treatment

Approved by:	Date of approval:
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PART D
FINANCIAL

SCHEDULE 18

Lane Occupancy Fees

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

[REDACTED]

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

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

[REDACTED]

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

M6 Stage 1 D&C Deed Schedules
 Schedule 18 Lane Occupancy Fees

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

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

SCHEDULE 19

Project Insurances

(Clause 27.5 (*Project Insurances*))

1. CONTRACTOR INSURANCES DURING THE PROJECT WORKS

- (a) Before the Contractor commences any of the Project Works or the Temporary Works [REDACTED], the Contractor must effect and maintain (or cause to be effected and maintained) the following:
- (i) workers' compensation insurance as required by Law under any statute relating to workers' or accident compensation;
 - (ii) motor vehicle insurance covering physical loss or damage to the Contractor's vehicles, whether owned, hired or leased, which are brought to the Construction Site for an amount not less than the market value of such vehicles and third party property damage for all road registered plant, equipment and motor vehicles used in connection with the Contractor's Activities for a minimum of [REDACTED] for any one occurrence and unlimited in aggregate as to the number of occurrences and with a maximum excess of [REDACTED].
- (b) Before the Contractor commences any of the Project Works or the Temporary Works [REDACTED], the Contractor must effect and maintain (or cause to be effected and maintained) plant and equipment insurance covering all Construction Plant, other than the Key Plant and Equipment included in the Principal's insurance referred to in section 2(a)(i) (*Principal Insurances During The Project Works*) of this Schedule 19, (whether owned, hired or leased by the Contractor) against physical loss or damage to such plant for an amount not less than market value of such Construction Plant and with a maximum excess of [REDACTED].
- (c) The Contractor must maintain (or cause to be maintained) the insurances referred to in sections 1(a) and 1(b) of this Schedule 19 until the expiration of the last Defects Correction Period.
- (d) As soon as reasonably practicable after D&C Close [REDACTED] the Contractor must effect and maintain (or cause to be effected and maintained) project specific professional indemnity insurance for any breach of a duty owed in a professional capacity or for any act or omission in the rendering of or failure to render professional services (including design) by the Contractor and its head designer or head designers for the Project Works and Temporary Works (as applicable) for a minimum of [REDACTED] for any one claim and in the aggregate during the period of insurance with a maximum excess of [REDACTED] (except to the extent that the Contractor demonstrates to the reasonable satisfaction of the Principal that such a deductible is not available with any Relevant Insurer on reasonable terms, in which case the deductible must be the lowest achievable from any Relevant Insurer on reasonable terms and, in no case, in excess of [REDACTED]).
- (e) The Contractor must ensure that the Subcontractors that are not covered by the professional indemnity insurance in section 1(d), effect and maintain appropriate professional indemnity insurance for any breach of a duty owed in a professional capacity or for any act or omission in the rendering of or failure to render

professional services (including design), to the reasonable satisfaction of the Principal.

- (f) The Contractor must maintain (or cause to be maintained) the professional indemnity insurance referred to in section 1(d) of this Schedule 19 until 6 years after the Date of Opening Completion.

2. PRINCIPAL INSURANCES DURING THE PROJECT WORKS

- (a) By the Target Satisfaction Date, the Principal must effect and maintain (or cause to be effected and maintained) the following:

- (i) a contract works or construction risks policy of insurance:

(A) in respect of the Project Works, the Temporary Works, Key Plant and Equipment, the existing improvements on the Construction Site and all things brought on to the Construction Site by the Contractor for the purpose of the Project Works or the Temporary Works, including tunnelling equipment and all insured property whilst in transit inland;

(B) for an amount of not less than the D&C Deed Sum on a replacement and reinstatement basis (plus demolition and removal of debris, fees for the project managers and other consultants) of the works under this deed, including a tunnel works sublimit for a minimum of [REDACTED] for any single occurrence, and including testing and commissioning activities in connection with the Contractor's Activities, the rectification of Defects and an amount to cover additional costs and expenses to expedite the commencement or completion or repair; and

(C) with a general maximum excess of [REDACTED], with excesses for specialist risks including tunnelling and London Engineering Group 3 of [REDACTED];

- (ii) inland transit and/or overseas transit insurance in respect of relevant items intended to be employed, used or incorporated in the Project Works or Temporary Works and the Contractor's Activities;

- (iii) public and products liability insurance covering liability in respect of:

(A) loss of, loss of use of, destruction or damage to, real or personal property;

(B) injury (including mental illness) to, or disease or death of, persons; and

arising out of or in connection with the Contractor's Activities (including third party property damage arising out of the use of plant, equipment and motor vehicles that are not road registered) for a minimum of [REDACTED] for any single occurrence and unlimited in the aggregate (other than products liability which is limited in the aggregate) for any one period of insurance and with a maximum excess of [REDACTED]; and

- (iv) if any work for or in connection with the deed includes asbestos, pollutants or contaminants, environmental liability insurance for a minimum sub-limit of [REDACTED] for any one occurrence and in the aggregate during the period of insurance and with a maximum excess of [REDACTED].

- (b) The Principal must maintain (or cause to be maintained) an open policy of overseas transit insurance, as referred to in section 2(a)(ii) of this Schedule 19, covering all overseas shipments in relation to the Project Works, Temporary Works and Contractor's Activities regardless of when the transit occurs.
- (c) The Contractor must not:
 - (i) access the Construction Site unless and until the insurance policies required by sections 2(a)(iii) and 2(a)(iv) have been effected, or the Contractor has demonstrated to the Principal's satisfaction that it is covered by insurance policies that are appropriate for the relevant Contractor's Activities to be performed on the Construction Site; or
 - (ii) commence any of the Project Works or the Temporary Works unless and until the insurance policies required by sections 2(a)(i) and 2(a)(ii) have been effected.

3. GENERAL REQUIREMENTS

- (a) A party's Project Insurances:
 - (i) must be effected with an Approved Insurer;
 - (ii) in the case of the Contractor, must be on the terms required by this Schedule 19 and otherwise as approved by the Principal (which approval will not be unreasonably withheld or delayed);
 - (iii) in the case of the Principal, must be on terms substantially consistent with the draft terms set out in Exhibit F (*Insurance Policies*) of this deed or such other terms as are approved by the Contractor (which approval will not be unreasonably withheld or delayed);
 - (iv) must not contain any exclusion, endorsement or alteration, unless it is first approved by the other party or, in the case of the Principal, is otherwise included in the draft terms set out in this Schedule 19;
 - (v) in the case of the insurances specified in section 2(a) (*Principal Insurances During The Project Works*) of this Schedule 19 must be in the joint names of the Contractor, subcontractors of every tier, the Principal and such others as have an insurable interest under the D&C Documents for their respective rights, interests and liabilities and in which the insurer waives all rights of subrogation which it may have or acquire against all or any of the persons comprising the insured; and
 - (vi) except in the case of the insurances referred to in sections 1(a)(i) and 1(d) (*Contractor Insurances During The Project Works*) of this Schedule 19, must contain a term which requires the insurer to give the Principal and the Contractor 20 Business Days' notice in writing prior to:
 - (A) the insurer giving the party arranging the relevant insurance a notice of cancellation;
 - (B) the insurer cancelling the policy on the request of the party arranging the relevant insurance;
 - (C) the party arranging the relevant insurance allowing the policy to expire; or

- (D) the insurer giving the party arranging the relevant Project Insurance any other notice in respect of the policy that is relevant to the Project Works or Motorway;
 - (vii) in the case of the insurance specified in section 2(a)(i) and 2(a)(ii) (*Principal Insurances During The Project Works*) of this Schedule 19, must specify the Principal and the Contractor as joint loss payees;
 - (viii) in the case of the insurances which are in joint names, the insurance must contain:
 - (A) a waiver of subrogation clause in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured; and
 - (B) a cross liability clause for the purposes of which the insurer accepts the term "insured" as applying to each of the persons comprising insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result);
 - (ix) in the case of the insurances specified in section 2(a)(i) and 2(a)(ii) (*Principal Insurances During The Project Works*) of this Schedule 19 must be endorsed to note and allow the Contractor's obligations under clause 27.9 (*Reinstatement*) of the deed, to the effect that compliance by the Contractor with the provisions of that clause will not prejudice the Contractor's or any other insured parties' rights to indemnity under the insurances;
 - (x) in the case of the insurance specified in section 1(d) (*Contractor Insurances During The Project Works*) of this Schedule 19 must include a principal's indemnity endorsement in favour of the Principal, in a form approved by the Principal (which approval will not be unreasonably withheld or delayed); and
 - (xi) must be subject to the laws of Australia (or an Australian State or Territory) and their courts.
- (b) Each party must, in respect of its Project Insurances:
- (i) give the other party when requested by that other party, certified copies of all:
 - (A) policies, including policy schedules;
 - (B) renewal certificates;
 - (C) endorsements; and
 - (D) cover notes and slips,as soon as it receives them from the insurer;
 - (ii) in the case of the Project Insurances referred to in section 1 of this Schedule 19, give the Principal certificates of currency when requested by the Principal; and
 - (iii) where a policy is in joint names or there are two or more insureds, have each such policy endorsed to the effect that the insurer agrees that any act,

error, omission, neglect, fraud, misrepresentation, misdescription, non-disclosure or breach of condition or warranty by any one insured party must not prejudice or invalidate the rights of the other parties comprising the insured who are themselves not guilty of such act, error, omission, neglect, fraud, misrepresentation, misdescription, non-disclosure or breach of condition or warranty.

- (c) The Contractor must ensure that the policies of insurance referred to in section 1(d) of this Schedule 19 (subject to the limitations in cover provided by the insurance market and policy terms, conditions and deductibles):
- (i) covers the Contractor for potential liability to the Principal assumed by reason of the exclusion of Part 4 of the Civil Liability Act 2002 (NSW), including for elevated duty of care, express fitness for purpose and loss mitigation and rectification;
 - (ii) indemnifies the Principal for any loss to third parties incurred by the Principal as a result of any Claim to the extent arising from the provision of professional services; and
 - (iii) does not exclude any potential liability the Contractor may have had to the Principal under or by reason of the D&C Documents.

SCHEDULE 20

Form of Unconditional Undertakings

(Clauses 8 (*Security*), 22.15 (*Payment of subcontractors*)
and 22.16 (*Security of Payment Act*))

THIS DEED POLL (Undertaking) made the day of 2021

IN FAVOUR OF: **Transport for New South Wales** of 20-44 Ennis Road, Milsons Point,
New South Wales, 2061 (**TfNSW**)

GIVEN BY: **[Insert] (Financial Institution)**

Contractor **[Contractor]** (the **Contractor**)

Security Amount \$ **[Insert]**

Expiry Date **[Insert]**

Contract: The Design and Construction contract between TfNSW and the Contractor

Contract Title: M6 Stage 1 Design and Construction Deed

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

Undertaking

1. At the request of the Contractor, and in consideration of TfNSW accepting this Undertaking from the Financial Institution in connection with the Contract, the Financial Institution unconditionally undertakes to pay on demand in accordance with this undertaking any amount or amounts demanded by TfNSW to the maximum aggregate sum of the Security Amount.
2. The Financial Institution unconditionally agrees that, upon receipt from TfNSW of a notice in writing (accompanied by this Undertaking) purportedly signed by TfNSW (or someone authorised by TfNSW) that it requires all or some of the Security Amount, the Financial Institution will pay TfNSW at once, without reference to the Contractor and despite any notice from the Contractor not to pay.
3. TfNSW must not assign or transfer this Undertaking without the prior written agreement of the Financial Institution and the Contractor, which will not be unreasonably withheld.
4. This Undertaking continues until one of the following occurs:
 - (a) TfNSW notifies the Financial Institution in writing that the Security Amount is no longer required;
 - (b) this Undertaking is returned to the Financial Institution;
 - (c) the Expiry Date; or
 - (d) the Financial Institution pays TfNSW an amount which, in aggregate with all other amounts previously paid by the Financial Institution under this Undertaking equals the Security Amount or such lesser sum as may be required and specified by TfNSW for the complete payment of the Security Amount..

5. At any time, without being required to, the Financial Institution may pay TfNSW the Security Amount less any amounts previously paid under this Undertaking or such lesser sum as may be required and specified by TfNSW, and the liability of the Financial Institution will then immediately end.
6. Payments made under this Undertaking will be made electronically to a bank account of TfNSW only. The Security Amount will be automatically reduced by the amount paid.
7. This Undertaking is governed by the laws of the State of New South Wales.
8. Any demand, notice or other communication to the Financial Institution must be in writing purportedly signed by TfNSW (or someone authorised by TfNSW) and delivered to the Financial Institution at [insert address] or such other address in the Sydney Central Business District as is notified in writing to TfNSW by the Financial Institution (or, if the Financial Institution no longer carries on business at the relevant address, the Financial Institution's registered address).

SIGNED as a deed poll

SIGNED, SEALED and **DELIVERED** for and on behalf of [Insert name of Financial Institution] by its Attorney under a Power of Attorney dated [Insert], and the Attorney declares that the Attorney has not received any notice of the revocation or suspension of such Power of Attorney, in the presence of:

Signature of Attorney

Signature of witness

Name of Attorney in full

Name of Witness in full

SCHEDULE 21

D&C Payment Schedule

(Clause 22 (*Payment*))

1. FORECAST CUMULATIVE LIMITS

- (a) Notwithstanding any other provision of this deed, the maximum cumulative amount paid or payable to the Contractor on account of:
- (i) the original D&C Deed Sum (being the D&C Deed Sum as at the date of this deed); and
 - (ii) Change Costs in respect of which the Forecast Cumulative Limit is amended in accordance with clause 13 (*Changes*),
- for the period up to the end of a month is limited to the applicable forecast cumulative limit set out in the table below for that month (as adjusted in accordance with this deed) (each a **Forecast Cumulative Limit**).
- (b) Notwithstanding any other provision of this deed, an amount to which a Forecast Cumulative Limit applies is not and will not become payable to the Contractor under this deed to the extent it would cause the Forecast Cumulative Limit to be exceeded.
- (c) The Forecast Cumulative Limits will be reviewed on an annual basis as follows:
- (i) 16 weeks prior to 1 July 2021 and 1 July of each subsequent year, the Contractor must give the Principal details of any changes to the Forecast Cumulative Limits required to reflect the current and expected future progress of the Contractor's Activities (as detailed on the Overall D&C Program current at the time); and
 - (ii) the Principal and the Contractor must meet in good faith to discuss the proposed changes to the Forecast Cumulative Limits and endeavour to agree any changes to the Forecast Cumulative Limits prior to 1 July of the relevant year.
- (d) Notwithstanding clause 1(c) of this Schedule 21, if at any time the Contractor considers that a change is required to the Forecast Cumulative Limit for a month to reflect the current and expected future progress of the Contractor's Activities (as detailed on the Overall D&C Program current at the time), it may give the Principal written notice at least 2 months before the start of that month. The Principal may (at its discretion) agree to a proposed change to the Forecast Cumulative Limit.

Period	Month	Forecast monthly payment	Forecast Cumulative Limit
1	May-21		
2	Jun-21		
3	Jul-21		
4	Aug-21		

5	Sep-21	
6	Oct-21	
7	Nov-21	
8	Dec-21	
9	Jan-22	
10	Feb-22	
11	Mar-22	
12	Apr-22	
13	May-22	
14	Jun-22	
15	Jul-22	
16	Aug-22	
17	Sep-22	
18	Oct-22	
19	Nov-22	
20	Dec-22	
21	Jan-23	
22	Feb-23	
23	Mar-23	
24	Apr-23	
25	May-23	
26	Jun-23	
27	Jul-23	
28	Aug-23	
29	Sep-23	
30	Oct-23	

31	Nov-23	
32	Dec-23	
33	Jan-24	
34	Feb-24	
35	Mar-24	
36	Apr-24	
37	May-24	
38	Jun-24	
39	Jul-24	
40	Aug-24	
41	Sep-24	
42	Oct-24	
43	Nov-24	
44	Dec-24	
45	Jan-25	
46	Feb-25	
47	Mar-25	
48	Apr-25	
49	May-25	
50	Jun-25	
51	Jul-25	
52	Aug-25	
53	Sep-25	
54	Oct-25	
55	Nov-25	
56	Dec-25	

57	Jan-26	
58	Feb-26	
59	Mar-26	
60	Apr-26	

2. SCHEDULE OF PRICES

The schedule of prices included in Attachment 1 will be used to assess the value of work undertaken by the Contractor for the purposes of monthly Payment Claims submitted under clauses 22.3 (*Payment Claims for Project Works and Temporary Works*) and 22.8 (*Payment of the instalment Payment Amount*) of this deed. Cost Items must be claimed (and will be assessed) on a per cent complete basis, except as otherwise stated in this Schedule 21 or for payment claims in relation to Key Plant and Equipment and unfixed goods and materials which must be claimed in accordance with the requirements of clauses 22.13 (*Payment for Key Plant and Equipment*) and 22.14 (*Unfixed or offsite Materials*) of this deed.

3. CONTRACT MANAGEMENT SCOPE OF WORK

This work may include offsite overheads and profit, onsite overheads and all costs relating to the planning and administration of Permanent Power Supply Tendered Work after the subcontracts for the Permanent Power Supply Tendered Work have been awarded, including as set out in the table below.

Item	Details
1	Planning, management, supervision and inspection of the Permanent Power Supply Tendered Work and coordination/interface with other Project Works including the non-contestable works
2	Setting up and administering the subcontract(s)
3	Payment of all fees and insurances
4	Quality assurance and control
5	Complying with the requirements of Approvals
6	Obtaining, managing and complying with ongoing Approvals including with Ausgrid, any other impacted utility authority and the local council
7	Obtaining access to Extra Land
8	Managing any changes to the design including document control, updating documentation and managing the Change process
9	Temporary works design
10	Pre and post dilapidation surveys

11	Community relations including notifications and complaints management
12	Final survey and as-constructed documentation
13	Managing completion and handover to Ausgrid
14	<p>Providing all things necessary to carry out the Permanent Power Supply Tendered Work in accordance with the D&C Documents not included in the subcontract(s) this may include:</p> <ul style="list-style-type: none"> (i) site set up, temporary fencing; accommodation and amenities; (ii) environmental and WHS requirements; (iii) setting out; (iv) temporary services; (v) traffic management/controls; and (vi) cleaning, reinstatement, handover
15	May include provision of labour, plant and materials

Attachment 1 Schedule of Prices

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1	<p>Costs - Design The following Cost Item is for the performance of the Contractor's obligations to prepare all Design Documentation for each design element or component of the Project Works and Temporary Works as set out in the D&C Deed.</p>	<p>██████████</p>	<p>For those design elements that require Design Documentation for the Substantial Detailed Design, payment for each stage of the Design Documentation process for each of those discrete design elements of the Contractor's Work will not exceed:</p> <p>(i) ██████ of the total value of the discrete design element at the Developed Concept Design stage; (ii) ██████ of the total value of the discrete design element at the Substantial Detailed Design stage; (iii) ██████ of the total value of the discrete design element at the Final Design Documentation stage; and (iv) ██████ of the total value of the discrete design element at the IFC Design Documentation stage;</p> <p>For those design elements that do not require Design Documentation for the Substantial Detailed Design, payment for each stage of the Design Documentation process for each of those discrete design elements of the Contractor's Work will not exceed:</p> <p>(i) ██████ of the total value of the discrete design element at the Developed Concept Design stage; (ii) ██████ of the total value of the discrete design element at the Final Design Documentation stage; and</p>

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
				<p>(iii) [REDACTED] of the total value of the discrete design element at the IFC Design Documentation stage</p> <p>For those design elements covering preliminaries and design management TfNSW will pay the contractor in equal monthly instalments over the design period of 18 months starting from award of the D&C Deed.</p> <p>Progressive payment to be made within each stage of design for work completed.</p>
P.011469.05.012.001	CI-1.1	Design preliminaries & completion	[REDACTED]	As per note
P.011469.05.012.001	CI-1.1.a	Design management during design process including staff and office accommodation and running costs	[REDACTED]	As per note
P.011469.05.012.001	CI-1.1.b	Operation and Maintenance Manuals	[REDACTED]	As per note
P.011469.05.012.001	CI-1.1.c	Geotechnical investigation and factual reporting	[REDACTED]	As per note
P.011469.05.012.001	CI-1.1.c.i	Tunnel geotechnical mapping	[REDACTED]	As per note
P.011469.05.012.001	CI-1.1.c.ii	Field work and sampling	[REDACTED]	As per note
P.011469.05.012.001	CI-1.1.c.iii	Reporting	[REDACTED]	As per note
P.011469.05.012.001	CI-1.1.d	Contamination mapping	[REDACTED]	As per note
P.011469.05.012.001	CI-1.1.e	Temporary works design	[REDACTED]	As per note
P.011469.05.012.001	CI-1.1.f	Internal verification	[REDACTED]	As per note
P.011469.05.012.001	CI-1.1.g	Attendance by designers at the Contractor's construction activities	[REDACTED]	As per note
P.011469.05.012.001	CI-1.1.g.i	Road works	[REDACTED]	As per note
P.011469.05.012.001	CI-1.1.g.ii	Tunnel works	[REDACTED]	As per note

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1.1.g.iii	Mechanical/electrical and tunnel systems		As per note
P.011469.05.012.001	CI-1.1.g.iv	Commissioning		As per note
P.011469.05.012.001	CI-1.2	Developed Concept Design		As per note
P.011469.05.012.001	CI-1.2.a	Surface Works		As per note
P.011469.05.012.001	CI-1.2.a.i	Geometric design		As per note
P.011469.05.012.001	CI-1.2.a.ii	Drainage design		As per note
P.011469.05.012.001	CI-1.2.a.iii	Utilities design		As per note
P.011469.05.012.001	CI-1.2.a.iv	Pavement design		As per note
P.011469.05.012.001	CI-1.2.a.v	Road barriers, kerbs, signs & finishes		As per note
P.011469.05.012.001	CI-1.2.a.vi	Geotechnical design		As per note
P.011469.05.012.001	CI-1.2.a.vii	Bridge design		As per note
P.011469.05.012.001	CI-1.2.a.viii	Lighting design		As per note
P.011469.05.012.001	CI-1.2.a.ix	Urban Design & Landscaping Plans		As per note
P.011469.05.012.001	CI-1.2.a.x	Ventilation and maintenance buildings design		As per note
P.011469.05.012.001	CI-1.2.a.xi	Ventilation building structures design		As per note
P.011469.05.012.001	CI-1.2.a.xii	Ventilation building services design (including power, water and communications)		As per note
P.011469.05.012.001	CI-1.2.b	Tunnel Works		As per note
P.011469.05.012.001	CI-1.2.b.i	Tunnel design		As per note
P.011469.05.012.001	CI-1.2.b.i.A	Excavation profile and space proofing		As per note
P.011469.05.012.001	CI-1.2.b.i.B	Permanent lining		As per note
P.011469.05.012.001	CI-1.2.b.i.C	Vertical and horizontal alignment		As per note
P.011469.05.012.001	CI-1.2.b.i.D	Y junction geometry		As per note
P.011469.05.012.001	CI-1.2.b.i.E	Caverns		As per note
P.011469.05.012.001	CI-1.2.b.ii	Drainage design		As per note

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1.2.b.iii	Pavement design		As per note
P.011469.05.012.001	CI-1.2.b.iv	Geotechnical design		As per note
P.011469.05.012.001	CI-1.2.b.v	Tunnel structures design		As per note
P.011469.05.012.001	CI-1.2.b.vi	Cut & cover design		As per note
P.011469.05.012.001	CI-1.2.b.vii	Open slot design		As per note
P.011469.05.012.001	CI-1.2.b.viii	Tunnel barriers and finishes		As per note
P.011469.05.012.001	CI-1.2.b.ix	Lighting design		As per note
P.011469.05.012.001	CI-1.2.b.x	Ventilation design		As per note
P.011469.05.012.001	CI-1.2.b.x.A	Tunnel ventilation		As per note
P.011469.05.012.001	CI-1.2.b.x.B	MVAC		As per note
P.011469.05.012.001	CI-1.2.b.x.C	Egress ventilation		As per note
P.011469.05.012.001	CI-1.2.b.x.D	Air monitoring		As per note
P.011469.05.012.001	CI-1.2.b.xi	Fire, life & safety design		As per note
P.011469.05.012.001	CI-1.2.b.xii	Tunnel services design (including power, water and communications and excluding IOMCS/OMCS design and tolling design)		As per note.
P.011469.05.012.001	CI-1.2.b.xii.A	Fire detection		As per note
P.011469.05.012.001	CI-1.2.b.xii.B	Fire suppression		As per note
P.011469.05.012.001	CI-1.2.b.xii.C	HV power		As per note
P.011469.05.012.001	CI-1.2.b.xii.D	LV power		As per note
P.011469.05.012.001	CI-1.2.b.xii.E	RRB system		As per note
P.011469.05.012.001	CI-1.2.b.xii.F	Mobile phone system		As per note
P.011469.05.012.001	CI-1.2.b.xii.G	PA system		As per note
P.011469.05.012.001	CI-1.2.b.xii.H	Phone system		As per note
P.011469.05.012.001	CI-1.2.b.xii.I	Combined services (cable containment, signs and camera support)		As per note
P.011469.05.012.001	CI-1.2.b.xiii	Tunnel systems design (including		As per note

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
		IOMCS/OMCS design)		
P.011469.05.012.001	CI-1.2.b.xiii.A	CCTV system		As per note
P.011469.05.012.001	CI-1.2.b.xiii.B	TTMCS devices		As per note
P.011469.05.012.001	CI-1.2.b.xiii.C	PMCS		As per note
P.011469.05.012.001	CI-1.2.b.xiii.D	TMCS		As per note
P.011469.05.012.001	CI-1.2.b.xiii.E	Control room		As per note
P.011469.05.012.001	CI-1.2.b.xiii.F	Software		As per note
P.011469.05.012.001	CI-1.2.b.xiii.G	OMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.G.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.G.2	Coding		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.G.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.H	PMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.H.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.H.2	Coding		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.H.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.I	TMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.I.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.I.2	Coding		As per note. Part of SICE Nominated Subcontract.

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1.2.b.xiii.I.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.J	IOMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.J.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.J.2	Coding		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiii.J.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.2.b.xiv	Tolling systems design		As per note. Part of Kapsch Nominated Subcontract.
P.011469.05.012.001	CI-1.3	Substantial Detailed Design		As per note
P.011469.05.012.001	CI-1.3.a	Surface Works		As per note
P.011469.05.012.001	CI-1.3.a.i	Geometric design		As per note
P.011469.05.012.001	CI-1.3.a.ii	Drainage design		As per note
P.011469.05.012.001	CI-1.3.a.iii	Utilities design		As per note
P.011469.05.012.001	CI-1.3.a.iv	Pavement design		As per note
P.011469.05.012.001	CI-1.3.a.v	Road barriers, kerbs, signs & finishes		As per note
P.011469.05.012.001	CI-1.3.a.vi	Geotechnical design		As per note
P.011469.05.012.001	CI-1.3.a.vii	Bridge design		As per note
P.011469.05.012.001	CI-1.3.a.viii	Lighting design		As per note
P.011469.05.012.001	CI-1.3.a.ix	Urban Design & Landscaping Plans		As per note
P.011469.05.012.001	CI-1.3.a.x	Ventilation and maintenance buildings design		As per note
P.011469.05.012.001	CI-1.3.a.xi	Ventilation building structures design		As per note
P.011469.05.012.001	CI-1.3.a.xii	Ventilation building services design (including power, water and communications)		As per note

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1.3.b	Tunnel Works		As per note
P.011469.05.012.001	CI-1.3.b.i	Tunnel design		As per note
P.011469.05.012.001	CI-1.3.b.i.A	Excavation profile and space proofing		As per note
P.011469.05.012.001	CI-1.3.b.i.B	Permanent lining		As per note
P.011469.05.012.001	CI-1.3.b.i.C	Vertical and horizontal alignment		As per note
P.011469.05.012.001	CI-1.3.b.i.D	Y junction geometry		As per note
P.011469.05.012.001	CI-1.3.b.i.E	Caverns		As per note
P.011469.05.012.001	CI-1.3.b.ii	Drainage design		As per note
P.011469.05.012.001	CI-1.3.b.iii	Pavement design		As per note
P.011469.05.012.001	CI-1.3.b.iv	Geotechnical design		As per note
P.011469.05.012.001	CI-1.3.b.v	Tunnel structures design		As per note
P.011469.05.012.001	CI-1.3.b.vi	Cut & cover design		As per note
P.011469.05.012.001	CI-1.3.b.vii	Open slot design		As per note
P.011469.05.012.001	CI-1.3.b.viii	Tunnel barriers and finishes		As per note
P.011469.05.012.001	CI-1.3.b.ix	Lighting design		As per note
P.011469.05.012.001	CI-1.3.b.x	Ventilation design		As per note
P.011469.05.012.001	CI-1.3.b.x.A	Tunnel ventilation		As per note
P.011469.05.012.001	CI-1.3.b.x.B	MVAC		As per note
P.011469.05.012.001	CI-1.3.b.x.C	Egress ventilation		As per note
P.011469.05.012.001	CI-1.3.b.x.D	Air monitoring		As per note
P.011469.05.012.001	CI-1.3.b.xi	Fire, life & safety design		As per note
P.011469.05.012.001	CI-1.3.b.xii	Tunnel services design (including power, water and communications and excluding IOMCS/OMCS design and tolling design)		As per note
P.011469.05.012.001	CI-1.3.b.xii.A	Fire detection		As per note
P.011469.05.012.001	CI-1.3.b.xii.B	Fire suppression		As per note
P.011469.05.012.001	CI-1.3.b.xii.C	HV power		As per note

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1.3.b.xii.D	LV power		As per note
P.011469.05.012.001	CI-1.3.b.xii.E	RRB system		As per note
P.011469.05.012.001	CI-1.3.b.xii.F	Mobile phone system		As per note
P.011469.05.012.001	CI-1.3.b.xii.G	PA system		As per note
P.011469.05.012.001	CI-1.3.b.xii.H	Phone system		As per note
P.011469.05.012.001	CI-1.3.b.xii.I	Combined services (cable containment, signs and camera support)		As per note
P.011469.05.012.001	CI-1.3.b.xiii	Tunnel systems design (including IOMCS/OMCS design and tolling design)		As per note
P.011469.05.012.001	CI-1.3.b.xiii.A	CCTV system		As per note
P.011469.05.012.001	CI-1.3.b.xiii.B	TTMCS devices		As per note
P.011469.05.012.001	CI-1.3.b.xiii.C	PMCS		As per note
P.011469.05.012.001	CI-1.3.b.xiii.D	TMCS		As per note
P.011469.05.012.001	CI-1.3.b.xiii.E	Control room		As per note
P.011469.05.012.001	CI-1.3.b.xiii.F	Software		As per note
P.011469.05.012.001	CI-1.3.b.xiii.G	OMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.G.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.G.2	Coding		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.G.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.H	PMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.H.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.H.2	Coding		As per note. Part of SICE Nominated Subcontract.

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1.3.b.xiii.H.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.I	TMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.I.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.I.2	Coding		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.I.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.J	IOMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.J.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.J.2	Coding		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiii.J.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.3.b.xiv	Tolling systems design		As per note. Part of Kapsch Nominated Subcontract.
P.011469.05.012.001	CI-1.4	Final Design Documentation		As per note
P.011469.05.012.001	CI-1.4.a	Surface Works		As per note
P.011469.05.012.001	CI-1.4.a.i	Geometric design		As per note
P.011469.05.012.001	CI-1.4.a.ii	Drainage design		As per note
P.011469.05.012.001	CI-1.4.a.iii	Utilities design		As per note
P.011469.05.012.001	CI-1.4.a.iv	Pavement design		As per note
P.011469.05.012.001	CI-1.4.a.v	Road barriers, kerbs, signs & finishes		As per note
P.011469.05.012.001	CI-1.4.a.vi	Geotechnical design		As per note
P.011469.05.012.001	CI-1.4.a.vii	Bridge design		As per note

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1.4.a.viii	Lighting design		As per note
P.011469.05.012.001	CI-1.4.a.ix	Urban Design & Landscaping Plans		As per note
P.011469.05.012.001	CI-1.4.a.x	Ventilation and maintenance buildings design		As per note
P.011469.05.012.001	CI-1.4.a.xi	Ventilation building structures design		As per note
P.011469.05.012.001	CI-1.4.a.xii	Ventilation building services design (including power, water and communications)		As per note
P.011469.05.012.001	CI-1.4.b	Tunnel Works		As per note
P.011469.05.012.001	CI-1.4.b.i	Tunnel design		As per note
P.011469.05.012.001	CI-1.4.b.i.A	Excavation profile and space proofing		As per note
P.011469.05.012.001	CI-1.4.b.i.B	Permanent lining		As per note
P.011469.05.012.001	CI-1.4.b.i.C	Vertical and horizontal alignment		As per note
P.011469.05.012.001	CI-1.4.b.i.D	Y junction geometry		As per note
P.011469.05.012.001	CI-1.4.b.i.E	Caverns		As per note
P.011469.05.012.001	CI-1.4.b.ii	Drainage design		As per note
P.011469.05.012.001	CI-1.4.b.iii	Pavement design		As per note
P.011469.05.012.001	CI-1.4.b.iv	Geotechnical design		As per note
P.011469.05.012.001	CI-1.4.b.v	Tunnel structures design		As per note
P.011469.05.012.001	CI-1.4.b.vi	Cut & cover design		As per note
P.011469.05.012.001	CI-1.4.b.vii	Open slot design		As per note
P.011469.05.012.001	CI-1.4.b.viii	Tunnel barriers and finishes		As per note
P.011469.05.012.001	CI-1.4.b.ix	Lighting design		As per note
P.011469.05.012.001	CI-1.4.b.x	Ventilation design		As per note
P.011469.05.012.001	CI-1.4.b.x.A	Tunnel ventilation		As per note
P.011469.05.012.001	CI-1.4.b.x.B	MVAC		As per note
P.011469.05.012.001	CI-1.4.b.x.C	Egress ventilation		As per note

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1.4.b.x.D	Air monitoring		As per note
P.011469.05.012.001	CI-1.4.b.xi	Fire, life & safety design		As per note
P.011469.05.012.001	CI-1.4.b.xii	Tunnel services design (including power, water and communications and excluding IOMCS/OMCS design and tolling design)		As per note
P.011469.05.012.001	CI-1.4.b.xii.A	Fire detection		As per note
P.011469.05.012.001	CI-1.4.b.xii.B	Fire suppression		As per note
P.011469.05.012.001	CI-1.4.b.xii.C	HV power		As per note
P.011469.05.012.001	CI-1.4.b.xii.D	LV power		As per note
P.011469.05.012.001	CI-1.4.b.xii.E	RRB system		As per note
P.011469.05.012.001	CI-1.4.b.xii.F	Mobile phone system		As per note
P.011469.05.012.001	CI-1.4.b.xii.G	PA system		As per note
P.011469.05.012.001	CI-1.4.b.xii.H	Phone system		As per note
P.011469.05.012.001	CI-1.4.b.xii.I	Combined services (cable containment, signs and camera support)		As per note
P.011469.05.012.001	CI-1.4.b.xiii	Tunnel systems design (including IOMCS/OMCS design and tolling design)		As per note
P.011469.05.012.001	CI-1.4.b.xiii.A	CCTV system		As per note
P.011469.05.012.001	CI-1.4.b.xiii.B	TTMCS devices		As per note
P.011469.05.012.001	CI-1.4.b.xiii.C	PMCS		As per note
P.011469.05.012.001	CI-1.4.b.xiii.D	TMCS		As per note
P.011469.05.012.001	CI-1.4.b.xiii.E	Control room		As per note
P.011469.05.012.001	CI-1.4.b.xiii.F	Software		As per note
P.011469.05.012.001	CI-1.4.b.xiii.G	OMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.G.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.G.2	Coding		As per note. Part of SICE Nominated

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
				Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.G.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.H	PMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.H.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.H.2	Coding		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.H.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.I	TMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.I.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.I.2	Coding		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.I.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.J	IOMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.J.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.J.2	Coding		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiii.J.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.4.b.xiv	Tolling systems design		As per note. Part of Kapsch Nominated Subcontract.
P.011469.05.012.001	CI-1.5	Issued for Construction (IFC) Design Documentation		As per note

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1.5.a	Surface Works		As per note
P.011469.05.012.001	CI-1.5.a.i	Geometric design		As per note
P.011469.05.012.001	CI-1.5.a.ii	Drainage design		As per note
P.011469.05.012.001	CI-1.5.a.iii	Utilities design		As per note
P.011469.05.012.001	CI-1.5.a.iv	Pavement design		As per note
P.011469.05.012.001	CI-1.5.a.v	Road barriers, kerbs, signs & finishes		As per note
P.011469.05.012.001	CI-1.5.a.vi	Geotechnical design		As per note
P.011469.05.012.001	CI-1.5.a.vii	Bridge design		As per note
P.011469.05.012.001	CI-1.5.a.viii	Lighting design		As per note
P.011469.05.012.001	CI-1.5.a.ix	Urban Design & Landscaping Plans		As per note
P.011469.05.012.001	CI-1.5.a.x	Ventilation and maintenance buildings design		As per note
P.011469.05.012.001	CI-1.5.a.xi	Ventilation building structures design		As per note
P.011469.05.012.001	CI-1.5.a.xii	Ventilation building services design (including power, water and communications)		As per note
P.011469.05.012.001	CI-1.5.b	Tunnel Works		As per note
P.011469.05.012.001	CI-1.5.b.i	Tunnel design		As per note
P.011469.05.012.001	CI-1.5.b.i.A	Excavation profile and space proofing		As per note
P.011469.05.012.001	CI-1.5.b.i.B	Permanent lining		As per note
P.011469.05.012.001	CI-1.5.b.i.C	Vertical and horizontal alignment		As per note
P.011469.05.012.001	CI-1.5.b.i.D	Y junction geometry		As per note
P.011469.05.012.001	CI-1.5.b.i.E	Caverns		As per note
P.011469.05.012.001	CI-1.5.b.ii	Drainage design		As per note
P.011469.05.012.001	CI-1.5.b.iii	Pavement design		As per note
P.011469.05.012.001	CI-1.5.b.iv	Geotechnical design		As per note
P.011469.05.012.001	CI-1.5.b.v	Tunnel structures design		As per note

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1.5.b.vi	Cut & cover design		As per note
P.011469.05.012.001	CI-1.5.b.vii	Open slot design		As per note
P.011469.05.012.001	CI-1.5.b.viii	Tunnel barriers and finishes		As per note
P.011469.05.012.001	CI-1.5.b.ix	Lighting design		As per note
P.011469.05.012.001	CI-1.5.b.x	Ventilation design		As per note
P.011469.05.012.001	CI-1.5.b.x.A	Tunnel ventilation		As per note
P.011469.05.012.001	CI-1.5.b.x.B	MVAC		As per note
P.011469.05.012.001	CI-1.5.b.x.C	Egress ventilation		As per note
P.011469.05.012.001	CI-1.5.b.x.D	Air monitoring		As per note
P.011469.05.012.001	CI-1.5.b.xi	Fire, life & safety design		As per note
P.011469.05.012.001	CI-1.5.b.xii	Tunnel services design (including power, water and communications and excluding IOMCS/OMCS design and tolling design)		As per note
P.011469.05.012.001	CI-1.5.b.xii.A	Fire detection		As per note
P.011469.05.012.001	CI-1.5.b.xii.B	Fire suppression		As per note
P.011469.05.012.001	CI-1.5.b.xii.C	HV power		As per note
P.011469.05.012.001	CI-1.5.b.xii.D	LV power		As per note
P.011469.05.012.001	CI-1.5.b.xii.E	RRB system		As per note
P.011469.05.012.001	CI-1.5.b.xii.F	Mobile phone system		As per note
P.011469.05.012.001	CI-1.5.b.xii.G	PA system		As per note
P.011469.05.012.001	CI-1.5.b.xii.H	Phone system		As per note
P.011469.05.012.001	CI-1.5.b.xii.I	Combined services (cable containment, signs and camera support)		As per note
P.011469.05.012.001	CI-1.5.b.xiii	Tunnel systems design (including IOMCS/OMCS design and tolling design)		As per note
P.011469.05.012.001	CI-1.5.b.xiii.A	CCTV system		As per note
P.011469.05.012.001	CI-1.5.b.xiii.B	TTMCS devices		As per note

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1.5.b.xiii.C	PMCS		As per note
P.011469.05.012.001	CI-1.5.b.xiii.D	TMCS		As per note
P.011469.05.012.001	CI-1.5.b.xiii.E	Control room		As per note
P.011469.05.012.001	CI-1.5.b.xiii.F	Software		As per note
P.011469.05.012.001	CI-1.5.b.xiii.G	OMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.G.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.G.2	Coding		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.G.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.H	PMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.H.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.H.2	Coding		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.H.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.I	TMCS		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.I.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.I.2	Coding		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.I.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.J	IOMCS		As per note. Part of SICE Nominated Subcontract.

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1.5.b.xiii.J.1	Specification		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.J.2	Coding		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiii.J.3	Testing		As per note. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.5.b.xiv	Tolling systems design		As per note. Part of Kapsch Nominated Subcontract.
P.011469.05.012.001	CI-1.6	Work As Executed Design Documentation		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.a	Surface Works		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.a.i	Geometric design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.a.ii	Drainage design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.a.iii	Utilities design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.a.iv	Pavement design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.a.v	Road barriers, kerbs, signs & finishes		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.a.vi	Geotechnical design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.a.vii	Bridge design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.a.viii	Lighting design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.a.ix	Urban Design & Landscaping Plans		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.a.x	Ventilation and maintenance buildings		Payment on receipt of acceptable Work as

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
		design		Executed Design Documentation
P.011469.05.012.001	CI-1.6.a.xi	Ventilation building structures design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.a.xii	Ventilation building services design (including power, water and communications)		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b	Tunnel Works		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.i	Tunnel design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.i.A	Excavation profile and space proofing		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.i.B	Permanent lining		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.i.C	Vertical and horizontal alignment		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.i.D	Y junction geometry		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.i.E	Caverns		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.ii	Drainage design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.iii	Pavement design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.iv	Geotechnical design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.v	Tunnel structures design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.vi	Cut & cover design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.vii	Open slot design		Payment on receipt of acceptable Work as

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
				Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.viii	Tunnel barriers and finishes		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.ix	Lighting design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.x	Ventilation design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.x.A	Tunnel ventilation		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.x.B	MVAC		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.x.C	Egress ventilation		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.x.D	Air monitoring		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xi	Fire, life & safety design		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xii	Tunnel services design (including power, water and communications and excluding IOMCS/OMCS design and tolling design)		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xii.A	Fire detection		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xii.B	Fire suppression		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xii.C	HV power		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xii.D	LV power		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xii.E	RRB system		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xii.F	Mobile phone system		Payment on receipt of acceptable Work as

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
				Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xii.G	PA system		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xii.H	Phone system		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xii.I	Combined services (cable containment, signs and camera support)		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xiii	Tunnel systems design (including IOMCS/OMCS design and tolling design)		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xiii.A	CCTV system		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xiii.B	TTMCS devices		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xiii.C	PMCS		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xiii.D	TMCS		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xiii.E	Control room		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xiii.F	Software		Payment on receipt of acceptable Work as Executed Design Documentation
P.011469.05.012.001	CI-1.6.b.xiii.G	OMCS		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.G.1	Specification		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.G.2	Coding		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.G.3	Testing		Payment on receipt of acceptable Work as

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
				Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.H	PMCS		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.H.1	Specification		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.H.2	Coding		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.H.3	Testing		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.I	TMCS		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.I.1	Specification		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.I.2	Coding		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.I.3	Testing		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.J	IOMCS		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.J.1	Specification		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.001	CI-1.6.b.xiii.J.2	Coding		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiii.J.3	Testing		Payment on receipt of acceptable Work as Executed Design Documentation. Part of SICE Nominated Subcontract.
P.011469.05.012.001	CI-1.6.b.xiv	Tolling systems design		Payment on receipt of acceptable Work as Executed Design Documentation. Part of Kapsch Nominated Subcontract.
P.011469.05.012.002	CI-2	<p>Contractor's Preliminaries/Establishment/Mobilisation</p> <p>Typical items include initial capital investment in general plant and equipment, provision and maintenance of offices, workshops and vehicles, community liaison activities, overall project and site management, provision of unconditional undertakings, guarantees and insurances, quality assurance management and construction certification, monitoring and protecting the environment, programming and monitoring of progress, demobilisation of facilities and cleaning up of the Construction Site and other work areas and general contingencies for risks required to be carried by the Contractor that are not otherwise included elsewhere.</p>		Unless noted otherwise, all items to be paid progressively on a percentage complete basis
P.011469.05.012.002	CI-2.1	Allowances - Supervision / Staff		
P.011469.05.012.002	CI-2.1.a	Provision of all staff		
P.011469.05.012.002	CI-2.1.a.i	Month 1		
P.011469.05.012.002	CI-2.1.a.ii	Month 2		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.002	CI-2.1.a.iii	Month 3		
P.011469.05.012.002	CI-2.1.a.iv	Month 4		
P.011469.05.012.002	CI-2.1.a.v	Month 5		
P.011469.05.012.002	CI-2.1.a.vi	Month 6		
P.011469.05.012.002	CI-2.1.a.vii	Month 7		
P.011469.05.012.002	CI-2.1.a.viii	Month 8		
P.011469.05.012.002	CI-2.1.a.ix	Month 9		
P.011469.05.012.002	CI-2.1.a.x	Month 10		
P.011469.05.012.002	CI-2.1.a.xi	Month 11		
P.011469.05.012.002	CI-2.1.a.xii	Month 12		
P.011469.05.012.002	CI-2.1.a.xiii	Month 13		
P.011469.05.012.002	CI-2.1.a.xiv	Month 14		
P.011469.05.012.002	CI-2.1.a.xv	Month 15		
P.011469.05.012.002	CI-2.1.a.xvi	Month 16		
P.011469.05.012.002	CI-2.1.a.xvii	Month 17		
P.011469.05.012.002	CI-2.1.a.xviii	Month 18		
P.011469.05.012.002	CI-2.1.a.xix	Month 19		
P.011469.05.012.002	CI-2.1.a.xx	Month 20		
P.011469.05.012.002	CI-2.1.a.xxi	Month 21		
P.011469.05.012.002	CI-2.1.a.xxii	Month 22		
P.011469.05.012.002	CI-2.1.a.xxiii	Month 23		
P.011469.05.012.002	CI-2.1.a.xxiv	Month 24		
P.011469.05.012.002	CI-2.1.a.xxv	Month 25		
P.011469.05.012.002	CI-2.1.a.xxvi	Month 26		
P.011469.05.012.002	CI-2.1.a.xxvii	Month 27		
P.011469.05.012.002	CI-2.1.a.xxviii	Month 28		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.002	CI-2.1.a.xxix	Month 29		
P.011469.05.012.002	CI-2.1.a.xxx	Month 30		
P.011469.05.012.002	CI-2.1.a.xxxi	Month 31		
P.011469.05.012.002	CI-2.1.a.xxxii	Month 32		
P.011469.05.012.002	CI-2.1.a.xxxiii	Month 33		
P.011469.05.012.002	CI-2.1.a.xxxiv	Month 34		
P.011469.05.012.002	CI-2.1.a.xxxv	Month 35		
P.011469.05.012.002	CI-2.1.a.xxxvi	Month 36		
P.011469.05.012.002	CI-2.1.a.xxxvii	Month 37		
P.011469.05.012.002	CI-2.1.a.xxxviii	Month 38		
P.011469.05.012.002	CI-2.1.a.xxxix	Month 39		
P.011469.05.012.002	CI-2.1.a.xxxx	Month 40		
P.011469.05.012.002	CI-2.1.a.xxxxii	Month 41		
P.011469.05.012.002	CI-2.1.a.xxxxiii	Month 42		
P.011469.05.012.002	CI-2.1.a.xxxxiv	Month 43		
P.011469.05.012.002	CI-2.1.a.xxxxv	Month 44		
P.011469.05.012.002	CI-2.1.a.xxxxvi	Month 45		
P.011469.05.012.002	CI-2.1.a.xxxxvii	Month 46		
P.011469.05.012.002	CI-2.1.a.xxxxviii	Month 47		
P.011469.05.012.002	CI-2.1.a.xxxxix	Month 48		
P.011469.05.012.002	CI-2.1.a.xxxxix	Month 49		
P.011469.05.012.002	CI-2.1.a.l	Month 50		
P.011469.05.012.002	CI-2.1.a.li	Month 51		
P.011469.05.012.002	CI-2.1.a.lii	Month 52		
P.011469.05.012.002	CI-2.1.a.liii	Month 53		
P.011469.05.012.002	CI-2.1.b	All attendant site establishment labour (including all gatemen, storemen, first-aiders		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
		and general labourers)		
P.011469.05.012.002	CI-2.1.b.i	Project office		To be paid in equal monthly instalments. See Time Related Cost items below.
P.011469.05.012.002	CI-2.1.b.ii	Arncliffe		To be paid in equal monthly instalments. See Time Related Cost items below.
P.011469.05.012.002	CI-2.1.b.iii	West Botany St depot		To be paid in equal monthly instalments. See Time Related Cost items below.
P.011469.05.012.002	CI-2.1.b.iv	President Avenue		To be paid in equal monthly instalments. See Time Related Cost items below.
P.011469.05.012.002	CI-2.1.b.v	Princes Highway		To be paid in equal monthly instalments. See Time Related Cost items below.
P.011469.05.012.002	CI-2.1.b.vi	West Botany St		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.b.vii	Kirby Estate		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.c	Provision and maintenance of all site accommodation (including all offices, sheds, ablutions, lunch rooms and stores)		
P.011469.05.012.002	CI-2.1.c.i	Project office		█ on signing of lease / start of establishment then remainder in equal monthly payments
P.011469.05.012.002	CI-2.1.c.ii	Arncliffe		█ on signing of lease / start of establishment then remainder in equal monthly payments
P.011469.05.012.002	CI-2.1.c.iii	West Botany St depot		█ on signing of lease / start of establishment then remainder in equal monthly payments
P.011469.05.012.002	CI-2.1.c.iv	President Avenue		█ on signing of lease / start of establishment then remainder in equal monthly payments
P.011469.05.012.002	CI-2.1.c.v	Princes Highway		█ on signing of lease / start of establishment then remainder in equal

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
				monthly payments
P.011469.05.012.002	CI-2.1.c.vi	West Botany St	Incl in CI-2.1.c.iv	To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.c.vii	Kirby Estate	Incl in CI-2.1.c.iv	To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.d	Provision of all site services (including communications, computing, telephones, networks, stationary, printing and general running expenses)		
P.011469.05.012.002	CI-2.1.d.i	Project office		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.d.ii	Arncliffe		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.d.iii	West Botany St depot		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.d.iv	President Avenue		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.d.v	Princes Highway		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.d.vi	West Botany St	Incl in CI-2.1.d.iv	To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.d.vii	Kirby Estate	Incl in CI-2.1.d.iv	To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.e	Provision and maintenance of all site vehicles		
P.011469.05.012.002	CI-2.1.e.i	Project office		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.e.ii	Arncliffe		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.e.iii	West Botany St depot		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.e.iv	President Avenue		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.e.v	Princes Highway		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.e.vi	West Botany St	Incl in CI-2.1.e.iv	To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.e.vii	Kirby Estate	Incl in CI-2.1.e.iv	To be paid in equal monthly instalments

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.002	CI-2.1.f	Provision and maintenance of all site accommodation and services for:		
P.011469.05.012.002	CI-2.1.f.i	Principal		15% on signing of lease / start of establishment then remainder in equal monthly payments
P.011469.05.012.002	CI-2.1.f.ii	Independent Certifier	Incl in CI-2.1.f.i	15% on signing of lease / start of establishment then remainder in equal monthly payments
P.011469.05.012.002	CI-2.1.g	Project plans		
P.011469.05.012.002	CI-2.1.g.i	Prepare, initially submit and amend project plans		To be paid in full in the month that the plans are submitted for approval (according to an agreed list of plans)
P.011469.05.012.002	CI-2.1.g.ii	Ongoing development, amendment and updating of project plans		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.h	Air quality monitoring	Incl in CI-2.1.i	To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.i	Environmental costs		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.j	Sustainability costs	Incl in CI-2.1.i	To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.k	Community costs		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.l	Water quality monitoring	Incl in CI-2.1.i	To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.m	Settlement monitoring		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.n	New M5 monitoring		To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.o	Insurances (excluding workers compensation), fees and levies		
P.011469.05.012.002	CI-2.1.p	Long Service Leave Levy		
P.011469.05.012.002	CI-2.1.q	Unconditional Undertakings		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.002	CI-2.1.r	Ground and infrastructure condition surveys	████████	
P.011469.05.012.002	CI-2.1.r.i	Pre-construction ground and infrastructure condition survey	████████	To be paid on a percentage completion basis
P.011469.05.012.002	CI-2.1.r.ii	Post-construction ground and infrastructure condition survey	████████	To be paid on a percentage completion basis
P.011469.05.012.002	CI-2.1.s	Environmental Representative (provisional sum)	████████	To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.t	Acoustic Advisor	████████	To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.1.u	Other independent advisors required by the Planning Approval	Incl in CI-2.1.i	To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.2	Allowances - General	████████	
P.011469.05.012.002	CI-2.2.a	Small tools & testing	Included in work items	To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.2.b	Plant purchase	See item CI-2.3	Contractor to provide basis of payment
P.011469.05.012.002	CI-2.2.c	Plant mobilisation and demobilisation	See item CI-2.3	To be paid when plant arrives on site and leaves site
P.011469.05.012.002	CI-2.2.d	Traffic Management Requirements	████████████████████	To be paid in equal monthly instalments
P.011469.05.012.002	CI-2.2.e	Initial Survey and Set Out		To be paid in equal monthly instalments from month 1 to month 5
P.011469.05.012.002	CI-2.2.f	Construction Survey		To be paid in equal monthly instalments from Month 6 to start of Commissioning
P.011469.05.012.002	CI-2.2.g	████████████████████		To be paid in equal monthly instalments from Month 1 to 12
P.011469.05.012.004.012	CI-2.3	Procurement of key plant and equipment		
P.011469.05.012.004.012	CI-2.3.a	Procurement of key plant and equipment		
P.011469.05.012.004.012	CI-2.3.a.i	Road headers		To be paid on milestones of order, factory acceptance and delivery or in line with supplier payment terms as applicable
P.011469.05.012.004.012	CI-2.3.a.ii	Other excavation plant	To be paid on milestones of order, factory	

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
				acceptance and delivery or in line with supplier payment terms as applicable
P.011469.05.012.004.012	CI-2.3.a.iii	Bolting and shotcreting		To be paid on milestones of order, factory acceptance and delivery or in line with supplier payment terms as applicable
P.011469.05.012.004.012	CI-2.3.a.iv	Ventilation		To be paid on milestones of order, factory acceptance and delivery or in line with supplier payment terms as applicable
P.011469.05.012.004.012	CI-2.3.a.v	Water treatment		To be paid on milestones of order, factory acceptance and delivery or in line with supplier payment terms as applicable
P.011469.05.012.004.012	CI-2.3.a.vi	Power		To be paid on milestones of order, factory acceptance and delivery or in line with supplier payment terms as applicable
P.011469.05.012.004.012	CI-2.3.a.vii	Other		To be paid on milestones of order, factory acceptance and delivery or in line with supplier payment terms as applicable
P.011469.05.012.004.012	CI-2.3.b	Mobilisation of key plant and equipment		To be paid progressively as delivered to site or holding yard in accordance with an agreed list
P.011469.05.012.004.012	CI-2.3.c	Assembly and commissioning of key plant and equipment		To be paid progressively as delivered to site in accordance with an agreed list
P.011469.05.012.004.012	CI-2.3.d	Disassembly of key plant and equipment		
P.011469.05.012.004.012	CI-2.3.e	Demobilisation of key plant and equipment		
P.011469.05.012.004.012	CI-2.4	Preliminaries - Arncliffe		
P.011469.05.012.004.012	CI-2.4.a	Modify and upgrade existing site facilities		█ on commencement of siteworks & balance progressively until site offices are first occupied
P.011469.05.012.004.012	CI-2.4.b	Temporary services operations including treatment and disposal of water arising from construction works	Incl in CI-2.4.m	To be paid in equal monthly instalments
P.011469.05.012.004.012	CI-2.4.c	Environmental controls	Incl in CI-	To be paid in equal monthly instalments

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
			2.4.m	
P.011469.05.012.004.012	CI-2.4.d	Modify shaft and construct adit to mainline tunnels		
P.011469.05.012.004.012	CI-2.4.d.i	Pre-excavation ground treatment		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-2.4.d.ii	Excavation and temporary support - shaft	Incl in CI-2.4.d.iii	Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-2.4.d.iii	Excavation and temporary support - adit		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-2.4.d.v	Spoil removal from tunnels to stockpile	Incl in CI-2.4.d.iii	Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-2.4.d.vi	Ground support, lining and waterproofing		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.012	CI-2.4.e	Acoustic shed	Incl in CI-2.4.a	Based on percentage complete
P.011469.05.012.004.012	CI-2.4.f	Treatment of ASS on site	Incl in CI-2.4.g.vii	Percentage complete based on rate per cubic metre.
P.011469.05.012.004.012	CI-2.4.g	Spoil disposal		
P.011469.05.012.004.012	CI-2.4.g.i	Haul and dispose of spoil as VEMN	Incl in CI-2.4.g.vii	Percentage complete based on rate per cubic metre.
P.011469.05.012.004.012	CI-2.4.g.ii	Haul and dispose of spoil as General Solid Waste (CT1 Recyclable)	Incl in CI-2.4.g.vii	Percentage complete based on rate per cubic metre.
P.011469.05.012.004.012	CI-2.4.g.iii	Haul and dispose of spoil as General Solid Waste (CT1 Non-Recyclable)	Incl in CI-2.4.g.vii	Percentage complete based on rate per cubic metre.
P.011469.05.012.004.012	CI-2.4.g.iv	Haul and dispose of spoil as Restricted Waste (CT2)	Incl in CI-2.4.g.vii	Percentage complete based on rate per cubic metre.
P.011469.05.012.004.012	CI-2.4.g.v	Haul and dispose of spoil as Hazardous Waste	Incl in CI-2.4.g.vii	Percentage complete based on rate per cubic metre.
P.011469.05.012.004.012	CI-2.4.g.vi	Haul and dispose of spoil as Asbestos	Incl in CI-	Percentage complete based on rate per

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
		Contaminated Material (Special Waste)	2.4.g.vii	cubic metre.
P.011469.05.012.004.012	CI-2.4.g.vii	Spoil treatment and disposal		Percentage complete based on rate per cubic metre.
P.011469.05.012.004.012	CI-2.4.h	CGU Revised Item - Management of M8 Decline and M8 spoil heap		Percentage complete
P.011469.05.012.004.012	CI-2.4.i	Backfill shaft and adit		Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-2.4.j	Remove site establishment		To be paid progressively as site demobilised
P.011469.05.012.004.012	CI-2.4.k	New Temporary Access (shaft / decline) incl Spoil Disposal / Treatment		Including spoil treatment and disposal
P.011469.05.012.004.012	CI-2.4.l	Demob New Temporary Access		
P.011469.05.012.004.012	CI-2.4.m	Tunnel Time Related Costs - Arncliffe Site		To be paid progressively from starting on site until end of tunnel civil works.
P.011469.05.012.005.012	CI-2.5	Tunnel Preliminaries - West Botany Depot		
P.011469.05.012.005.012	CI-2.5.a	Site establishment		█ on commencement of siteworks & balance progressively until site offices are first occupied
P.011469.05.012.005.012	CI-2.5.b	Temporary services operations including treatment and disposal of water arising from construction works		Incl in CI-2.4.m
P.011469.05.012.005.012	CI-2.5.c	Environmental controls	Incl in CI-2.4.m	To be paid in equal monthly instalments
P.011469.05.012.005.012	CI-2.5.d	Construct temporary shaft		Percentage complete based on rate per cubic metre for various ground types and support classifications. Including spoil treatment and disposal
P.011469.05.012.005.012	CI-2.5.e	Construct decline		
P.011469.05.012.005.012	CI-2.5.e.i	Installation of diaphragm wall		Including spoil treatment and disposal
P.011469.05.012.005.012	CI-2.5.e.ii	Concrete		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.005.012	CI-2.5.e.iii	Reinforcement		
P.011469.05.012.005.012	CI-2.5.e.iv	Permeation grouting		
P.011469.05.012.005.012	CI-2.5.e.v	Cut off wall below slab on ground	Incl in CI-2.5.e.i	
P.011469.05.012.005.012	CI-2.5.e.vi	Permeation grouting		
P.011469.05.012.005.012	CI-2.5.e.vii	Break back top of diaphragm wall		
P.011469.05.012.005.012	CI-2.5.e.viii	Capping beam		
P.011469.05.012.005.012	CI-2.5.e.ix	Piling	Incl in CI-2.5.e.i	
P.011469.05.012.005.012	CI-2.5.e.x	Temporary propping		
P.011469.05.012.005.012	CI-2.5.e.xi	Excavation and haul to stockpile		Percentage complete based on rate per cubic metre.
P.011469.05.012.005.012	CI-2.5.e.xii	Excavation of CT1, CT2, ACM and/or Hazardous waste and haul to stockpile on site	Incl in CI-2.5.e.xi	Percentage complete based on rate per cubic metre
P.011469.05.012.005.012	CI-2.5.e.xiii	Concrete road slab		
P.011469.05.012.005.012	CI-2.5.e.xiv	Concrete roof slab		
P.011469.05.012.005.012	CI-2.5.e.xv	Backfill above roof slab		
P.011469.05.012.005.012	CI-2.5.e.xvi	Permanent Propping		
P.011469.05.012.005.012	CI-2.5.e.xvii	Treatment of ASS On Site	Incl in CI-2.5.e.xviii	
P.011469.05.012.005.012	CI-2.5.e.xviii	Spoil Treatment and Disposal	0	Percentage complete based on rate per cubic metre.
P.011469.05.012.005.012	CI-2.5.e.xix	C2 Rockdale Excavation Site (Schedule 6M Table 3)		Initial amount based on Incentivised Target Cost arrangement in Schedule 37 of the Deed
P.011469.05.012.005.012	CI-2.5.f	Construct adit		
P.011469.05.012.005.012	CI-2.5.f.i	Pre-excavation ground treatment		Percentage complete based on rate per cubic metre for various ground types and

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
				support classifications
P.011469.05.012.005.012	CI-2.5.f.iii	Excavation and temporary support		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.012	CI-2.5.f.iv	Spoil removal from tunnels to stockpile	Incl in CI-2.5.f.iii	Percentage complete based on rate per cubic metre
P.011469.05.012.005.012	CI-2.5.f.v	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.012	CI-2.5.g	Acoustic shed	Incl in CI-2.5.a	based on percentage complete
P.011469.05.012.005.012	CI-2.5.h	Spoil treatment & disposal		
P.011469.05.012.005.012	CI-2.5.h.i	Treatment of ASS on site	Incl in CI-2.5.h.viii	Percentage complete based on rate per cubic metre.
P.011469.05.012.005.012	CI-2.5.h.ii	Haul and dispose of spoil as VEMN	Incl in CI-2.5.h.viii	Percentage complete based on rate per cubic metre.
P.011469.05.012.005.012	CI-2.5.h.viii	Spoil treatment & disposal		Percentage complete based on rate per cubic metre.
P.011469.05.012.005.012	CI-2.5.i	Backfill shaft		Percentage complete based on rate per cubic metre
P.011469.05.012.005.012	CI-2.5.l	Remove site establishment		To be paid progressively as site demobilised
P.011469.05.012.005.012	CI-2.5.m	Tunnel Time Related Costs - West Botany Site		To be paid progressively from starting on site until end of tunnel civil works.
P.011469.05.012.005.012	CI-2.6	Tunnel Preliminaries - Bi-Centennial Park		
P.011469.05.012.005.012	CI-2.6.a	Site establishment		on commencement of siteworks & balance progressively until site offices are first occupied
P.011469.05.012.005.012	CI-2.6.b	Temporary services operations including treatment and disposal of water arising from construction works	Incl in CI-2.6.i	
P.011469.05.012.005.012	CI-2.6.c	Environmental controls	Incl in CI-2.6.i	
P.011469.05.012.005.012	CI-2.6.d	Construct temporary shaft		Including spoil treatment and disposal

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.005.012	CI-2.6.e	Acoustic shed	Incl in CI-2.6.a	
P.011469.05.012.005.012	CI-2.6.f	Spoil treatment & disposal		
P.011469.05.012.005.012	CI-2.6.f.i	Treatment of ASS on site	Incl in CI-2.6.f.viii	Percentage complete based on rate per cubic metre.
P.011469.05.012.005.012	CI-2.6.f.ii	Haul and dispose of spoil as VEMN	Incl in CI-2.6.f.viii	Percentage complete based on rate per cubic metre.
P.011469.05.012.005.012	CI-2.6.f.viii	Spoil treatment and disposal		Percentage complete based on rate per cubic metre.
P.011469.05.012.005.013	CI-2.6.f.ix	C3 Bicentennial Excavation Site (Schedule 6M Table 4)		Initial amount based on Incentivised Target Cost arrangement in Schedule 37 of the Deed
P.011469.05.012.005.012	CI-2.6.g	Backfill shaft		
P.011469.05.012.005.012	CI-2.6.h	Remove site establishment		To be paid progressively as site demobilised
P.011469.05.012.005.012	CI-2.6.i	Tunnel Time Related Costs - Bi-Centennial Park		To be paid progressively from starting on site until end of tunnel civil works.
P.011469.05.012.004	CI-3	Mainline Tunnels This Cost Centre CI-3 is for performance of the Contractor's obligations relating to all permanent and Temporary Works associated with the construction of the Mainline Tunnels, excluding buildings and toll collection system.		Unless noted otherwise, all items to be paid progressively on a percentage complete basis of components of the item (i.e. the layers of pavement) in accordance with an agreed list
P.011469.05.012.004.012	CI-3.1	North Bound - Mainline Tunnel		
P.011469.05.012.004.012	CI-3.1.a	Mainline, drained		
P.011469.05.012.004.012	CI-3.1.a.i	Pre-excavation ground treatment		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.1.a.ii	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
				support classifications
P.011469.05.012.004.012	CI-3.1.a.iii	Spoil removal from tunnels to stockpile	Incl in CI-3.1.a.ii	Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-3.1.a.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.013	CI-3.1.b	Mainline, tanked		Incl in CI-3.1.a
P.011469.05.012.004.013	CI-3.1.b.i	Pre-excavation ground treatment		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.013	CI-3.1.b.ii	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.013	CI-3.1.b.iii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.004.013	CI-3.1.b.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.012	CI-3.1.c	Fan Niches		Incl in CI-3.1.a
P.011469.05.012.004.012	CI-3.1.c.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.1.c.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-3.1.c.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.012	CI-3.1.d	Breakdown/maintenance bays		Incl in CI-3.1.a
P.011469.05.012.004.012	CI-3.1.d.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.1.d.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-3.1.d.iii	Permanent ground support and lining		Percentage complete based on rate per

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
				tunnel metre
P.011469.05.012.004.012	CI-3.1.e	Cross passages, drained		
P.011469.05.012.004.012	CI-3.1.e.i	Excavation and temporary support - cross passages		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.1.e.ii	Excavation and temporary support - stair shafts		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.1.e.iii	Spoil removal to stockpile	Incl in CI-3.1.e.i	Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-3.1.e.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.012	CI-3.1.e.v	Civil Fitout		
P.011469.05.012.004.012	CI-3.1.f	Fire & Rescue NSW cross passages, drained		
P.011469.05.012.004.012	CI-3.1.f.i	Excavation and temporary support - cross passages		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.1.f.ii	Excavation and temporary support - stair shafts		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.1.f.iii	Spoil removal to stockpile	Incl in CI-3.1.f.i	Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-3.1.f.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.012	CI-3.1.f.v	Civil Fitout		
P.011469.05.012.004.013	CI-3.1.g	Cross passages, tanked		Nil scope
P.011469.05.012.004.013	CI-3.1.g.i	Excavation and temporary support - cross passages		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.013	CI-3.1.g.ii	Excavation and temporary support - stair		Percentage complete based on rate per

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
		shafts		cubic metre for various ground types and support classifications
P.011469.05.012.004.013	CI-3.1.g.iii	Spoil removal to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.004.013	CI-3.1.g.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.013	CI-3.1.g.v	Civil Fitout		
P.011469.05.012.004.013	CI-3.1.h	Fire & Rescue NSW cross passages, tanked		Nil scope
P.011469.05.012.004.013	CI-3.1.h.i	Excavation and temporary support - cross passages		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.013	CI-3.1.h.ii	Excavation and temporary support - stair shafts		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.013	CI-3.1.h.iii	Spoil removal to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.004.013	CI-3.1.h.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.013	CI-3.1.h.v	Civil Fitout		
P.011469.05.012.004.012	CI-3.1.i	Substations		Nil scope
P.011469.05.012.004.012	CI-3.1.i.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.1.i.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-3.1.i.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.012	CI-3.1.i.iv	Civil Fitout		
P.011469.05.012.004.012	CI-3.1.j	Pump Stations		
P.011469.05.012.004.012	CI-3.1.j.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
				support classifications
P.011469.05.012.004.012	CI-3.1.j.ii	Spoil removal from tunnels to stockpile	Incl in CI-3.1.j.i	Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-3.1.j.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.012	CI-3.1.j.iv	Civil Fitout		
P.011469.05.012.004.012	CI-3.1.k	Longitudinal Egress Passage		Incl in CI-3.1.a
P.011469.05.012.004.012	CI-3.1.k.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.1.k.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-3.1.k.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.012	CI-3.2	South Bound - Mainline Tunnel		
P.011469.05.012.004.012	CI-3.2.a	Mainline, drained		
P.011469.05.012.004.012	CI-3.2.a.i	Pre-excavation ground treatment		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.2.a.ii	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.2.a.iii	Spoil removal from tunnels to stockpile	Incl in CI-3.2.a.ii	Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-3.2.a.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.013	CI-3.2.b	Mainline, tanked		Incl in CI-3.2.a.
P.011469.05.012.004.013	CI-3.2.b.i	Pre-excavation ground treatment		Percentage complete based on rate per cubic metre for various ground types and support classifications

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.004.013	CI-3.2.b.ii	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.013	CI-3.2.b.iii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.004.013	CI-3.2.b.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.012	CI-3.2.c	Fan Niches		Incl in CI-3.2.a.
P.011469.05.012.004.012	CI-3.2.c.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.2.c.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-3.2.c.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.012	CI-3.2.d	Breakdown/maintenance bays		Incl in CI-3.2.a.
P.011469.05.012.004.012	CI-3.2.d.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.2.d.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-3.2.d.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.004.012	CI-3.2.e	Longitudinal Egress Passage		Incl in CI-3.2.a.
P.011469.05.012.004.012	CI-3.2.e.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-3.2.e.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-3.2.e.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment	
P.011469.05.012.004.019	CI-3.3	Northbound Mainline Tunnel Civil Fitout			
P.011469.05.012.004.019	CI-3.3.a	Pavement			
P.011469.05.012.004.019	CI-3.3.b	Drainage			
P.011469.05.012.004.019	CI-3.3.c	Barriers (including infill behind)			
P.011469.05.012.004.019	CI-3.3.d	Wall panel cladding			
P.011469.05.012.004.019	CI-3.3.e	Black paint to crown			
P.011469.05.012.004.019	CI-3.3.f	Precast wall			
P.011469.05.012.004.019	CI-3.3.g	LEP corridor wall and roof			
P.011469.05.012.004.019	CI-3.3.h	Provision for Permanent Tunnel Services			
P.011469.05.012.004.019	CI-3.4	Southbound Mainline Tunnel Civil Fitout			
P.011469.05.012.004.019	CI-3.4.a	Pavement			
P.011469.05.012.004.019	CI-3.4.b	Drainage			
P.011469.05.012.004.019	CI-3.4.c	Barriers (including infill behind)			
P.011469.05.012.004.019	CI-3.4.d	Wall panel cladding			
P.011469.05.012.004.019	CI-3.4.e	Black paint to crown			
P.011469.05.012.004.019	CI-3.4.f	Precast wall	Incl in CI-3.4.g		
P.011469.05.012.004.019	CI-3.4.g	LEP corridor wall and roof			
P.011469.05.012.004.019	CI-3.4.h	Provision for Permanent Tunnel Services			
P.011469.05.012.004.012	CI-3.5	Connect Mainline Tunnels to New M5 Stubs			Included
P.011469.05.012.004.012	CI-3.5.a	Modifications to existing structures			
P.011469.05.012.004.012	CI-3.5.a.i	Break into existing New M5 Mainline Tunnel & make good connection to M6 Mainline Tunnel Northbound			
P.011469.05.012.004.012	CI-3.5.a.ii	Break into existing New M5 Mainline Tunnel & make good connection to M6 Mainline Tunnel Southbound			
P.011469.05.012.004.012	CI-3.5.a.iii	Break into new Cut & Cover and make good			

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
		connection Northbound		
P.011469.05.012.004.012	CI-3.5.a.iv	Break into new Cut & Cover and make good connection Southbound		
P.011469.05.012.004.019	CI-3.5.b	Civil Fitout		
P.011469.05.012.004.019	CI-3.5.b.i	Pavements		
P.011469.05.012.004.019	CI-3.5.b.ii	Barriers		
P.011469.05.012.004.019	CI-3.5.b.iii	Signage		
P.011469.05.012.005	CI-4	Ramps This Cost Centre CI-4 is for performance of the Contractor's obligations relating to all permanent and Temporary Works associated with the construction of the ramps, excluding buildings and toll collection system.		Unless noted otherwise, all items to be paid progressively on a percentage complete basis
P.011469.05.012.005.012	CI-4.1	North Bound - Ramp		
P.011469.05.012.005.012	CI-4.1.a	Ramp, drained		
P.011469.05.012.005.012	CI-4.1.a.i	Pre-excavation ground treatment		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.012	CI-4.1.a.ii	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.012	CI-4.1.a.iii	Spoil removal from tunnels to stockpile	Incl in CI-4.1.a.ii	Percentage complete based on rate per cubic metre
P.011469.05.012.005.012	CI-4.1.a.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.013	CI-4.1.b	Ramp, tanked		
P.011469.05.012.005.013	CI-4.1.b.i	Pre-excavation ground treatment		Percentage complete based on rate per cubic metre for various ground types and support classifications

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment	
P.011469.05.012.005.013	CI-4.1.b.ii	Excavation and temporary support	██████████	Percentage complete based on rate per cubic metre for various ground types and support classifications	
P.011469.05.012.005.013	CI-4.1.b.iii	Spoil removal from tunnels to stockpile	Incl in CI-4.1.b.ii	Percentage complete based on rate per cubic metre	
P.011469.05.012.005.013	CI-4.1.b.iv	Permanent ground support and lining	██████████	Percentage complete based on rate per tunnel metre	
P.011469.05.012.005.012	CI-4.1.c	Fan Niches		Incl in CI-4.1.a, CI-4.1.b	
P.011469.05.012.005.012	CI-4.1.c.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications	
P.011469.05.012.005.012	CI-4.1.c.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre	
P.011469.05.012.005.012	CI-4.1.c.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre	
P.011469.05.012.005.012	CI-4.1.d	Breakdown/maintenance bays		Incl in CI-4.1.a, CI-4.1.b	
P.011469.05.012.005.012	CI-4.1.d.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications	
P.011469.05.012.005.012	CI-4.1.d.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre	
P.011469.05.012.005.012	CI-4.1.d.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre	
P.011469.05.012.005.012	CI-4.1.e	Cross passages, drained			
P.011469.05.012.005.012	CI-4.1.e.i	Excavation and temporary support - cross passages		Percentage complete based on rate per cubic metre for various ground types and support classifications	
P.011469.05.012.005.012	CI-4.1.e.ii	Excavation and temporary support - stair shafts		Percentage complete based on rate per cubic metre for various ground types and support classifications	
P.011469.05.012.005.012	CI-4.1.e.iii	Spoil removal to stockpile		Incl in CI-	Percentage complete based on rate per

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
			4.1.e.i	cubic metre
P.011469.05.012.005.012	CI-4.1.e.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.012	CI-4.1.e.v	Civil Fitout		
P.011469.05.012.005.012	CI-4.1.f	Fire & Rescue NSW cross passages, drained		
P.011469.05.012.005.012	CI-4.1.f.i	Excavation and temporary support - cross passages		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.012	CI-4.1.f.ii	Excavation and temporary support - stair shafts		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.012	CI-4.1.f.iii	Spoil removal to stockpile	Incl in CI-4.1.f.i	Percentage complete based on rate per cubic metre
P.011469.05.012.005.012	CI-4.1.f.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.012	CI-4.1.f.v	Civil Fitout		
P.011469.05.012.005.013	CI-4.1.g	Cross passages, tanked		
P.011469.05.012.005.013	CI-4.1.g.i	Excavation and temporary support - cross passages		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.013	CI-4.1.g.ii	Excavation and temporary support - stair shafts		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.013	CI-4.1.g.iii	Spoil removal to stockpile	Incl in CI-4.1.g.i	Percentage complete based on rate per cubic metre
P.011469.05.012.005.013	CI-4.1.g.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.013	CI-4.1.g.v	Civil Fitout		
P.011469.05.012.005.013	CI-4.1.h	Fire & Rescue NSW cross passages, tanked		Incl in CI-4.1.f

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.005.013	CI-4.1.h.i	Excavation and temporary support - cross passages		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.013	CI-4.1.h.ii	Excavation and temporary support - stair shafts		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.013	CI-4.1.h.iii	Spoil removal to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.005.013	CI-4.1.h.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.013	CI-4.1.h.v	Civil Fitout		
P.011469.05.012.005.012	CI-4.1.i	Substations		Nil scope
P.011469.05.012.005.012	CI-4.1.i.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.012	CI-4.1.i.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.005.012	CI-4.1.i.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.012	CI-4.1.i.iv	Civil Fitout		
P.011469.05.012.005.012	CI-4.1.j	Pump Stations		Nil scope
P.011469.05.012.005.012	CI-4.1.j.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.012	CI-4.1.j.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.005.012	CI-4.1.j.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.012	CI-4.1.j.iv	Civil Fitout		
P.011469.05.012.004.012	CI-4.1.k	Longitudinal Egress Passage		Incl in CI-4.1.a, CI-4.1.b

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.004.012	CI-4.1.k.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-4.1.k.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-4.1.k.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.012	CI-4.2	South Bound - Ramp		
P.011469.05.012.005.012	CI-4.2.a	Ramp, drained		
P.011469.05.012.005.012	CI-4.2.a.i	Pre-excavation ground treatment		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.012	CI-4.2.a.ii	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.012	CI-4.2.a.iii	Spoil removal from tunnels to stockpile	Incl in CI-4.2.a.ii	Percentage complete based on rate per cubic metre
P.011469.05.012.005.012	CI-4.2.a.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.013	CI-4.2.b	Ramp, tanked		
P.011469.05.012.005.013	CI-4.2.b.i	Pre-excavation ground treatment		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.013	CI-4.2.b.ii	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.013	CI-4.2.b.iii	Spoil removal from tunnels to stockpile	Incl in CI-4.2.b.ii	Percentage complete based on rate per cubic metre
P.011469.05.012.005.013	CI-4.2.b.iv	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.012	CI-4.2.c	Fan Niches		Incl in CI-4.2.a and CI-4.2.b

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.005.012	CI-4.2.c.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.012	CI-4.2.c.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.005.012	CI-4.2.c.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.012	CI-4.2.d	Breakdown/maintenance bays		Incl in CI-4.2.a and CI-4.2.b
P.011469.05.012.005.012	CI-4.2.d.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.012	CI-4.2.d.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.005.012	CI-4.2.d.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.012	CI-4.2.e	Intersection Galleries (Caverns)		Incl in CI-4.2.a and CI-4.2.b
P.011469.05.012.005.012	CI-4.2.e.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.005.012	CI-4.2.e.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre
P.011469.05.012.005.012	CI-4.2.e.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.012	CI-4.2.e.iv	Concrete pillar		Percentage complete based on rate per cubic metre
P.011469.05.012.004.012	CI-4.2.f	Longitudinal Egress Passage		Incl in CI-4.2.a and CI-4.2.b
P.011469.05.012.004.012	CI-4.2.f.i	Excavation and temporary support		Percentage complete based on rate per cubic metre for various ground types and support classifications
P.011469.05.012.004.012	CI-4.2.f.ii	Spoil removal from tunnels to stockpile		Percentage complete based on rate per cubic metre

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.004.012	CI-4.2.f.iii	Permanent ground support and lining		Percentage complete based on rate per tunnel metre
P.011469.05.012.005.019	CI-4.3	Northbound Ramp Civil Fitout		
P.011469.05.012.005.019	CI-4.3.a	Pavement		
P.011469.05.012.005.019	CI-4.3.b	Drainage		
P.011469.05.012.005.019	CI-4.3.c	Barriers (including infill behind)		
P.011469.05.012.005.019	CI-4.3.d	Wall panel cladding		
P.011469.05.012.005.019	CI-4.3.e	Black paint to crown		
P.011469.05.012.005.019	CI-4.3.f	Precast wall		
P.011469.05.012.005.019	CI-4.3.g	LEP corridor wall and roof		
P.011469.05.012.005.019	CI-4.3.h	Provision for Permanent Tunnel Services		
P.011469.05.012.005.019	CI-4.4	Southbound Ramp Tunnel Fitout		
P.011469.05.012.005.019	CI-4.4.a	Pavement		
P.011469.05.012.005.019	CI-4.4.b	Drainage		
P.011469.05.012.005.019	CI-4.4.c	Barriers (including infill behind)		
P.011469.05.012.005.019	CI-4.4.d	Wall panel cladding		
P.011469.05.012.005.019	CI-4.4.e	Black paint to crown		
P.011469.05.012.005.019	CI-4.4.f	Precast wall		
P.011469.05.012.005.019	CI-4.4.g	LEP corridor wall and roof		
P.011469.05.012.005.019	CI-4.4.h	Provision for Permanent Tunnel Services		
P.011469.05.012.005.019	CI 4.5	CSO 1 – New Item Feb 2021	Item deleted and to be redistributed	
P.011469.05.012.006	CI-5	Cut & Cover Structure to President Avenue This Cost Centre CI-5 is for performance of the Contractor's obligations relating to all permanent and Temporary Works		Unless noted otherwise, all items to be paid progressively on a percentage complete basis

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
		associated with the construction of the Cut & Cover and Open Slot structures, excluding buildings and toll collection system.		
P.011469.05.012.006.015	CI-5.1	Cut & Cover Preliminaries		
P.011469.05.012.006.015	CI-5.1.a	Site establishment		on commencement of siteworks & balance progressively until site established
P.011469.05.012.005.012	CI-5.1.b	Procurement of key plant and equipment		
P.011469.05.012.005.012	CI-5.1.b.i	Excavation plant	Incl	Contractor to provide basis of payment
P.011469.05.012.005.012	CI-5.1.b.ii	Bolting and shotcreting	Incl	Contractor to provide basis of payment
P.011469.05.012.005.012	CI-5.1.b.iii	Ventilation		To be paid on milestones of order, factory acceptance and delivery or in line with supplier payment terms as applicable
P.011469.05.012.005.012	CI-5.1.b.iv	Water treatment		To be paid on milestones of order, factory acceptance and delivery or in line with supplier payment terms as applicable
P.011469.05.012.005.012	CI-5.1.b.v	Power	Incl	Contractor to provide basis of payment
P.011469.05.012.005.012	CI-5.1.b.vi	Other		To be paid on milestones of order, factory acceptance and delivery or in line with supplier payment terms as applicable
P.011469.05.012.005.012	CI-5.1.c	Mobilisation of key plant and equipment		To be paid progressively as delivered to site in accordance with an agreed list
P.011469.05.012.005.012	CI-5.1.d	Assembly and commissioning of key plant and equipment	Incl	To be paid progressively as delivered to site in accordance with an agreed list
P.011469.05.012.006.015	CI-5.1.e	Temporary services operations including treatment and disposal of water arising from construction works	Incl	To be paid in equal monthly instalments
P.011469.05.012.006.015	CI-5.1.f	Odour control and bunded treatment area shed		Contractor to provide basis of payment
P.011469.05.012.006.015	CI-5.1.g	Environmental controls		To be paid in equal monthly instalments
P.011469.05.012.006.015	CI-5.1.h	Spoil treatment & disposal		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment	
P.011469.05.012.006.015	CI-5.1.h.i	Treatment of ASS on site	Incl in CI-5.1.h.viii	Percentage complete based on rate per cubic metre.	
P.011469.05.012.006.015	CI-5.1.h.ii	Haul and dispose of spoil as VEMN	Incl in CI-5.1.h.viii	Percentage complete based on rate per cubic metre.	
P.011469.05.012.006.015	CI-5.1.h.viii	Spoil treatment and disposal	[REDACTED]	Percentage complete based on rate per cubic metre.	
P.011469.05.012.006.015	CI-5.1.i	Diaphragm wall preliminaries			
P.011469.05.012.006.015	CI-5.1.i.i	Mobilisation of diaphragm wall equipment, set up of Bentonite Plant, hard standings, pipework		To be paid progressively as delivered to site in accordance with an agreed list	
P.011469.05.012.006.015	CI-5.1.i.ii	De-mobilisation of diaphragm wall equipment, Bentonite Plant, hard standings, pipework		To be paid on completion of removal of site establishment	
P.011469.05.012.006.015	CI-5.1.j	Remove site establishment		To be paid progressively as site demobilised	
P.011469.05.012.006.015	CI-5.1.k	Temporary Water Diversion			
P.011469.05.012.006.015	CI-5.2	Cut & Cover			
P.011469.05.012.006.015	CI-5.2.a	Guide wall			
P.011469.05.012.006.015	CI-5.2.a.i	Trench excavation		Incl in CI-5.2.a.iii	
P.011469.05.012.006.015	CI-5.2.a.ii	Formwork		Incl in CI-5.2.a.iii	
P.011469.05.012.006.015	CI-5.2.a.iii	Concrete	[REDACTED]		
P.011469.05.012.006.015	CI-5.2.a.iv	Reinforcement	Incl in CI-5.2.a.iii		
P.011469.05.012.006.015	CI-5.2.a.v	Load and haul excavated material to stockpile	Incl in CI-5.2.a.iii		
P.011469.05.012.006.015	CI-5.2.b	Diaphragm wall	[REDACTED]		
P.011469.05.012.006.015	CI-5.2.b.i	Installation of diaphragm wall		Including spoil treatment and disposal	
P.011469.05.012.006.015	CI-5.2.b.ii	Concrete			

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.006.015	CI-5.2.b.iii	Reinforcement		
P.011469.05.012.006.015	CI-5.2.b.iv	Load and haul excavated material to stockpile		
P.011469.05.012.006.015	CI-5.2.c	Cut off wall below slab on ground		
P.011469.05.012.006.015	CI-5.2.d	Permeation grouting		Not required
P.011469.05.012.006.015	CI-5.2.e	Break back top of diaphragm wall		
P.011469.05.012.006.015	CI-5.2.f	Capping beam		
P.011469.05.012.006.015	CI-5.2.g	Piling		Not required
P.011469.05.012.006.015	CI-5.2.h	Temporary propping		Not required
P.011469.05.012.006.015	CI-5.2.i	Excavation and haul to stockpile		Percentage complete based on rate per cubic metre.
P.011469.05.012.006.015	CI-5.2.j	Excavation of CT1, CT2, ACM and/or Hazardous waste and haul to stockpile on site		Incl in CI-5.2.i
P.011469.05.012.006.015	CI-5.2.k	Excavation in rock/sandstone and haul to stockpile	Incl in CI-5.2.i	Percentage complete based on rate per cubic metre
P.011469.05.012.006.015	CI-5.2.l	Concrete road slab		
P.011469.05.012.006.015	CI-5.2.m	Concrete roof slab		
P.011469.05.012.006.015	CI-5.2.n	Backfill above roof slab		
P.011469.05.012.006.015	CI-5.2.o	Concrete shell beam		
P.011469.05.012.006.015	CI-5.2.p	Concrete side walls		Not required
P.011469.05.012.006.015	CI-5.2.q	Shotcrete & soil nail walls		Not required
P.011469.05.012.006.015	CI-5.2.r	Gas main diversion trough		Not required
P.011469.05.012.006.015	CI-5.2.s	Portal Sump		
P.011469.05.012.006.016	CI-5.3	Open Slot		
P.011469.05.012.006.016	CI-5.3.a	Guide wall		
P.011469.05.012.006.016	CI-5.3.a.i	Trench excavation	Incl in CI-5.3.a.iii	

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.006.016	CI-5.3.a.ii	Formwork	Incl in CI-5.3.a.iii	
P.011469.05.012.006.016	CI-5.3.a.iii	Concrete		
P.011469.05.012.006.016	CI-5.3.a.iv	Reinforcement	Incl in CI-5.3.a.iii	
P.011469.05.012.006.016	CI-5.3.a.v	Load and haul excavated material to stockpile	Incl in CI-5.3.a.iii	
P.011469.05.012.006.016	CI-5.3.b	Diaphragm wall		See item CI-5.3.g
P.011469.05.012.006.016	CI-5.3.b.i	Installation of diaphragm wall		
P.011469.05.012.006.016	CI-5.3.b.ii	Concrete		
P.011469.05.012.006.016	CI-5.3.b.iii	Reinforcement		
P.011469.05.012.006.016	CI-5.3.b.iv	Load and haul excavated material to stockpile		
P.011469.05.012.006.016	CI-5.3.c	Cut off wall below slab on ground		
P.011469.05.012.006.016	CI-5.3.d	Permeation grouting		
P.011469.05.012.006.016	CI-5.3.e	Break back top of diaphragm piled wall		
P.011469.05.012.006.016	CI-5.3.f	Capping beam		
P.011469.05.012.006.016	CI-5.3.g	Piling		Including spoil treatment and disposal
P.011469.05.012.006.016	CI-5.3.h	Temporary propping		
P.011469.05.012.006.016	CI-5.3.i	Excavation and haul to stockpile		Percentage complete based on rate per cubic metre.
P.011469.05.012.006.016	CI-5.3.j	Excavation of CT1, CT2, ACM and/or Hazardous waste and haul to stockpile on site		Incl in CI-5.3.i
P.011469.05.012.006.016	CI-5.3.k	Excavation in rock/sandstone and haul to stockpile	Incl in CI-5.3.i	Percentage complete based on rate per cubic metre
P.011469.05.012.006.016	CI-5.3.l	Concrete road slab		
P.011469.05.012.006.016	CI-5.3.m	Concrete upstand wall		
P.011469.05.012.006.016	CI-5.3.n	Architectural panels		Included in CI-13 Urban Design

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.006.016	CI-5.3.o	Safety screen		
P.011469.05.012.006.019	CI-5.4	Cut & Cover Civil Fitout		
P.011469.05.012.006.019	CI-5.4.a	Pavement		
P.011469.05.012.006.019	CI-5.4.b	Drainage		
P.011469.05.012.006.019	CI-5.4.c	Barriers (including infill behind)		
P.011469.05.012.006.019	CI-5.4.d	Wall panel cladding		
P.011469.05.012.006.019	CI-5.4.e	Black paint to crown		
P.011469.05.012.006.019	CI-5.4.f	Precast wall		
P.011469.05.012.006.019	CI-5.4.g	LEP corridor wall and roof		
P.011469.05.012.006.019	CI-5.5	Open Trough Civil Fitout		
P.011469.05.012.006.019	CI-5.5.a	Pavement		
P.011469.05.012.006.019	CI-5.5.b	Drainage		
P.011469.05.012.006.019	CI-5.5.c	Barriers (including infill behind)		
P.011469.05.012.006.019	CI-5.5.d	Wall panel cladding		Included in CI-13 Urban Design
P.011469.05.012.007	CI-6	<p>Tunnel Services</p> <p>This Cost Centre CI-6 is for the performance of the Contractor's obligations relating to all permanent and Temporary Works associated with mechanical and electrical equipment in the Tunnel.</p>		Unless noted otherwise, all items to be paid progressively on a percentage complete basis of components of the item in accordance with an agreed list. All supply items to be paid on delivery to a holding store anywhere in Sydney
P.011469.05.012.007.017	CI-6.1	Power		
P.011469.05.012.007.017	CI-6.1.a	High voltage supply and reticulation, including substation and switchboard installations		
P.011469.05.012.007.017	CI-6.1.a.i	Northbound Mainline Tunnel		
P.011469.05.012.007.017	CI-6.1.a.ii	Southbound Mainline Tunnel		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.007.017	CI-6.1.a.iii	Northbound Ramp incl. cut & cover and trough		
P.011469.05.012.007.017	CI-6.1.a.iv	Southbound Ramp incl. cut & cover and trough		
P.011469.05.012.007.017	CI-6.1.a.v	Cross passages including fire & rescue passages		
P.011469.05.012.007.017	CI-6.1.a.vi	Access Tunnel from West Botany St Depot		
P.011469.05.012.007.017	CI-6.1.a.vii	Arncliffe Substation - MOC1		
P.011469.05.012.007.017	CI-6.1.a.viii	Rockdale North Depot Substation - MOC2		
P.011469.05.012.007.017	CI-6.1.a.ix	Rockdale South Substation - MOC3		
P.011469.05.012.007.017	CI-6.1.a.x	Earthing and Lightning Protection		
P.011469.05.012.007.017	CI-6.1.b	Low voltage reticulation		
P.011469.05.012.007.017	CI-6.1.b.i	Northbound Mainline Tunnel		
P.011469.05.012.007.017	CI-6.1.b.ii	Southbound Mainline Tunnel		
P.011469.05.012.007.017	CI-6.1.b.iii	Northbound Ramp incl. cut & cover and trough		
P.011469.05.012.007.017	CI-6.1.b.iv	Southbound Ramp incl. cut & cover and trough		
P.011469.05.012.007.017	CI-6.1.b.v	Cross passages including fire & rescue passages		
P.011469.05.012.007.017	CI-6.1.b.vi	Access Tunnel from West Botany St Depot		
P.011469.05.012.007.017	CI-6.1.b.vii	Arncliffe Substation - MOC1		
P.011469.05.012.007.017	CI-6.1.b.viii	Rockdale North Depot Substation - MOC2		
P.011469.05.012.007.017	CI-6.1.b.ix	Rockdale South Substation - MOC3		
P.011469.05.012.007.017	CI-6.1.c	Temporary Power Supply- High voltage incoming feeds from supply authority		
P.011469.05.012.007.017	CI-6.2	Mechanical ventilation to tunnels		
P.011469.05.012.007.017	CI-6.2.a	Mechanical ventilation to tunnels		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.007.017	CI-6.2.b	MVAC/HVAC		
P.011469.05.012.007.017	CI-6.2.b.i	Northbound Mainline Tunnel		
P.011469.05.012.007.017	CI-6.2.b.ii	Southbound Mainline Tunnel		
P.011469.05.012.007.017	CI-6.2.b.iii	Northbound Ramp incl. cut & cover and trough		
P.011469.05.012.007.017	CI-6.2.b.iv	Southbound Ramp incl. cut & cover and trough		
P.011469.05.012.007.017	CI-6.2.b.v	Cross passages including fire & rescue passages		
P.011469.05.012.007.017	CI-6.2.b.vi	Access Tunnel from West Botany St Depot		
P.011469.05.012.007.017	CI-6.2.c	Smoke extraction		Included in Item CI-6.2.a
P.011469.05.012.007.017	CI-6.2.d	Vehicle passage fire doors		
P.011469.05.012.007.017	CI-6.3	Fire safety systems		
P.011469.05.012.007.017	CI-6.3.a	Fire hydrants		
P.011469.05.012.007.017	CI-6.3.b	Deluge system		
P.011469.05.012.007.017	CI-6.3.b.i	Deluge system		
P.011469.05.012.007.017	CI-6.3.b.i.A	Northbound Mainline Tunnel		
P.011469.05.012.007.017	CI-6.3.b.i.B	Southbound Mainline Tunnel		
P.011469.05.012.007.017	CI-6.3.b.i.C	Northbound Ramp incl. cut & cover and trough		
P.011469.05.012.007.017	CI-6.3.b.i.D	Southbound Ramp incl. cut & cover and trough		
P.011469.05.012.007.017	CI-6.3.b.i.E	Cross passages including fire & rescue passages		
P.011469.05.012.007.017	CI-6.3.b.ii	Fire tanks		
P.011469.05.012.007.017	CI-6.3.b.iii	Fire pumps, pipework and valves		
P.011469.05.012.007.017	CI-6.3.b.iv	Foam suppression		
P.011469.05.012.007.017	CI-6.3.c	Fire detection system		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.007.017	CI-6.3.d	Emergency equipment cabinets		
P.011469.05.012.007.017	CI-6.3.d.i	Northbound Mainline Tunnel		
P.011469.05.012.007.017	CI-6.3.d.ii	Southbound Mainline Tunnel		
P.011469.05.012.007.017	CI-6.3.d.iii	Northbound Ramp incl. cut & cover and trough		
P.011469.05.012.007.017	CI-6.3.d.iv	Southbound Ramp incl. cut & cover and trough		
P.011469.05.012.007.017	CI-6.3.d.v	Cross passages including fire & rescue passages		
P.011469.05.012.007.017	CI-6.4	Communications		
P.011469.05.012.007.017	CI-6.4.a	Emergency telephones		
P.011469.05.012.007.017	CI-6.4.b	Radio rebroadcast system		
P.011469.05.012.007.017	CI-6.4.c	Telco relay		
P.011469.05.012.007.017	CI-6.4.d	Government Radio Network (GRN)		
P.011469.05.012.007.017	CI-6.4.e	Police radio network		
P.011469.05.012.007.017	CI-6.4.f	PA System		
P.011469.05.012.007.017	CI-6.5	Traffic Control		
P.011469.05.012.007.017	CI-6.5.a	Variable Message Signs (VMS)		
P.011469.05.012.007.017	CI-6.5.a.i	Variable message signs		Incl in CI-7
P.011469.05.012.007.017	CI-6.5.a.ii	Over height barriers		Incl in CI-7
P.011469.05.012.007.017	CI-6.5.b	Speed signs		
P.011469.05.012.007.017	CI-6.5.c	Land indicators		
P.011469.05.012.007.017	CI-6.5.d	CCTV system		
P.011469.05.012.007.017	CI-6.6	Tunnel lighting		
P.011469.05.012.007.017	CI-6.6.a	Northbound Mainline Tunnel		
P.011469.05.012.007.017	CI-6.6.b	Southbound Mainline Tunnel		
P.011469.05.012.007.017	CI-6.6.c	Northbound Ramp incl. cut & cover and		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
		trough		
P.011469.05.012.007.017	CI-6.6.d	Southbound Ramp incl. cut & cover and trough		
P.011469.05.012.007.017	CI-6.6.e	Cross passages including fire & rescue passages		
P.011469.05.012.007.017	CI-6.6.f	Access Tunnel from West Botany St Depot		
P.011469.05.012.007.017	CI-6.7	New M5 Interface Works		
P.011469.05.012.007.017	CI-6.7.a	M&E Interface Works with New M5		
P.011469.05.012.007.017	CI-6.8	Drainage, holding, water treatment and discharge facilities		
P.011469.05.012.007.017	CI-6.9	Smart Motorways Infrastructure and Systems		
P.011469.05.012.007.017	CI-6.10	Additional Requirements		
P.011469.05.012.007.017	CI-6.10.a	M&E Time Related Costs (Site Running Costs)		To be paid in equal monthly instalments from the commencement of installation to the start of L3 commissioning.
P.011469.05.012.007.017	CI-6.10.b	M&E Packages Commissioning		To be paid progressively from start of commissioning to opening completion.
P.011469.05.012.008	CI-7	President Avenue Surface Works This Cost Centre CI-7 is for the performance of the Contractor's obligations relating to all permanent and Temporary Works associated with the construction of the Project Works at President Highway, including connections to the existing traffic network		Unless noted otherwise, all items to be paid progressively on a percentage complete basis
P.011469.05.012.008.020	CI-7.1	Enabling & temporary works		
P.011469.05.012.008.020	CI-7.1.a	Temporary works		
P.011469.05.012.008.020	CI-7.1.a.i	Site Establishment		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.008.022	CI-7.1.b	Environmental controls		
P.011469.05.012.008.020	CI-7.1.c	Traffic management		
P.011469.05.012.008.003	CI-7.1.d	Demolition		
P.011469.05.012.008.003	CI-7.1.e	Property adjustments		
P.011469.05.012.008.004	CI-7.2	Pavement Works		
P.011469.05.012.008.002	CI-7.2.a	Topsoil stripping and stockpiling		
P.011469.05.012.008.002	CI-7.2.b	Earthworks including embankments and removal of spoil		
P.011469.05.012.008.004	CI-7.2.c	Mill & re-sheeting		
P.011469.05.012.008.004	CI-7.2.d	New pavements		
P.011469.05.012.008.019	CI-7.2.e	Footpaths		
P.011469.05.012.008.019	CI-7.2.f	Roadside furniture including safety barriers		
P.011469.05.012.008.021	CI-7.2.g	Delineation and signposting		
P.011469.05.012.008.001	CI-7.2.h	Drainage Works		
P.011469.05.012.008.024	CI-7.3	Utilities & Services		
P.011469.05.012.008.024	CI-7.3.a	Power		
P.011469.05.012.008.024	CI-7.3.a.i	132kV trench		
P.011469.05.012.008.024	CI-7.3.a.ii	11kV		
P.011469.05.012.008.024	CI-7.3.a.iii	Low voltage		
P.011469.05.012.008.024	CI-7.3.b	Water		
P.011469.05.012.008.024	CI-7.3.c	Sewer		
P.011469.05.012.008.024	CI-7.3.d	Communications		
P.011469.05.012.008.024	CI-7.3.d.i	Telstra		
P.011469.05.012.008.024	CI-7.3.d.ii	Optus		
P.011469.05.012.008.024	CI-7.3.d.iii	nbn		
P.011469.05.012.008.024	CI-7.3.d.iv	Others		
P.011469.05.012.008.024	CI-7.3.e	Gas		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.008.024	CI-7.3.e.i	High pressure		
P.011469.05.012.008.024	CI-7.3.e.ii	Other		
P.011469.05.012.008.021	CI-7.3.f	ITS		
P.011469.05.012.008.017	CI-7.3.g	Street lighting		
P.011469.05.012.008.021	CI-7.3.h	Traffic signals		
P.011469.05.012.008.019	CI-7.4	Finishing Works		
P.011469.05.012.008.019	CI-7.4.a	Fencing		Not required
P.011469.05.012.008.019	CI-7.4.b	Landscaping		
P.011469.05.012.008.019	CI-7.4.c	Maintenance of landscaping for 12 months		
P.011469.05.012.009	CI-8	West Botany Street Surface Works This Cost Centre CI-8 is for the performance of the Contractor's obligations relating to all permanent and Temporary Works associated with the construction of the Project Works at West Botany Street, including connections to the existing traffic network		Unless noted otherwise, all items to be paid progressively on a percentage complete basis
P.011469.05.012.009.020	CI-8.1	Enabling & temporary works		
P.011469.05.012.009.020	CI-8.1.a	Temporary works		
P.011469.05.012.009.020	CI-8.1.a.i	Site Establishment		
P.011469.05.012.009.022	CI-8.1.b	Environmental controls		
P.011469.05.012.009.020	CI-8.1.c	Traffic management		
P.011469.05.012.009.003	CI-8.1.d	Demolition		
P.011469.05.012.009.023	CI-8.1.e	Property adjustments		Included in Item CI-7.1.e
P.011469.05.012.009.004	CI-8.2	Pavement Works		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.009.002	CI-8.2.a	Topsoil stripping and stockpiling		
P.011469.05.012.009.002	CI-8.2.b	Earthworks including embankments and removal of spoil		
P.011469.05.012.009.004	CI-8.2.c	New pavements		
P.011469.05.012.009.019	CI-8.2.d	Footpaths		
P.011469.05.012.009.019	CI-8.2.e	Roadside furniture including safety barriers		
P.011469.05.012.009.021	CI-8.2.f	Delineation and signposting		
P.011469.05.012.009.001	CI-8.2.g	Drainage Works		
P.011469.05.012.009.024	CI-8.3	Utilities & Services		
P.011469.05.012.009.024	CI-8.3.a	Power		
P.011469.05.012.009.024	CI-8.3.a.i	11kV		
P.011469.05.012.009.024	CI-8.3.a.ii	Low voltage		
P.011469.05.012.009.024	CI-8.3.a.iii	Kiosk substation		Included in Item CI-7.3.a.ii/iii
P.011469.05.012.009.024	CI-8.3.b	Water		
P.011469.05.012.009.024	CI-8.3.c	Sewer		
P.011469.05.012.009.024	CI-8.3.d	Communications		
P.011469.05.012.009.024	CI-8.3.d.i	Telstra		
P.011469.05.012.009.024	CI-8.3.d.ii	Optus		
P.011469.05.012.009.024	CI-8.3.d.iii	nbn		Included in Item CI-8.3.d.i
P.011469.05.012.009.024	CI-8.3.d.iv	Other		
P.011469.05.012.009.024	CI-8.3.e	Gas		
P.011469.05.012.009.024	CI-8.3.e.i	High pressure		
P.011469.05.012.009.024	CI-8.3.e.ii	Other		
P.011469.05.012.009.021	CI-8.3.f	ITS		
P.011469.05.012.009.017	CI-8.3.g	Street lighting		
P.011469.05.012.009.021	CI-8.3.h	Traffic signals		
P.011469.05.012.009.019	CI-8.4	Finishing works		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.009.019	CI-8.4.a	Fencing		
P.011469.05.012.009.019	CI-8.4.b	Landscaping		
P.011469.05.012.009.019	CI-8.4.c	Maintenance of landscaping for 12 months		
P.011469.05.012.010	CI-9	<p>Princes Highway Surface Works</p> <p>This Cost Centre CI-9 is for the performance of the Contractor's obligations relating to all permanent and Temporary Works associated with the construction of the Project Works at Princes Highway, including connections to the existing traffic network</p>		Unless noted otherwise, all items to be paid progressively on a percentage complete basis
P.011469.05.012.010.020	CI-9.1	Enabling & temporary works		
P.011469.05.012.010.020	CI-9.1.a	Temporary works		
P.011469.05.012.010.020	CI-9.1.a.i	Site Establishment		
P.011469.05.012.010.022	CI-9.1.b	Environmental controls		
P.011469.05.012.010.020	CI-9.1.c	Traffic management		
P.011469.05.012.010.003	CI-9.1.d	Demolition		
P.011469.05.012.010.023	CI-9.1.e	Property adjustments		
P.011469.05.012.010.004	CI-9.2	Pavement Works		
P.011469.05.012.010.002	CI-9.2.a	Topsoil stripping and stockpiling		
P.011469.05.012.010.002	CI-9.2.b	Earthworks including embankments and removal of spoil		
P.011469.05.012.010.004	CI-9.2.c	Mill & re-sheeting		
P.011469.05.012.010.004	CI-9.2.d	New pavements		
P.011469.05.012.010.019	CI-9.2.e	Footpaths		
P.011469.05.012.010.019	CI-9.2.f	Roadside furniture including safety barriers		
P.011469.05.012.010.021	CI-9.2.g	Delineation and signposting		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.010.001	CI-9.2.h	Drainage Works		
P.011469.05.012.010.024	CI-9.3	Utilities & Services		
P.011469.05.012.010.024	CI-9.3.a	Power		
P.011469.05.012.010.024	CI-9.3.a.i	11kV		
P.011469.05.012.010.024	CI-9.3.a.ii	Low voltage		
P.011469.05.012.010.024	CI-9.3.a.iii	Kiosk substation & pillar		Included in Item CI-7.3.a.ii/iii
P.011469.05.012.010.024	CI-9.3.b	Water		Included in Item CI-7.3.b
P.011469.05.012.010.024	CI-9.3.c	Sewer		Included in Item CI-7.3.c
P.011469.05.012.010.024	CI-9.3.d	Communications		
P.011469.05.012.010.024	CI-9.3.d.i	Telstra		
P.011469.05.012.010.024	CI-9.3.d.ii	Optus		
P.011469.05.012.010.024	CI-9.3.d.iii	nbn		Included in Item CI-7.3.d.iii
P.011469.05.012.010.024	CI-9.3.d.iv	Other		
P.011469.05.012.010.024	CI-9.3.e	Gas		Incl in CI-7
P.011469.05.012.010.021	CI-9.3.f	ITS	Incl in CI-7	
P.011469.05.012.010.017	CI-9.3.g	Street lighting		
P.011469.05.012.010.021	CI-9.3.h	Traffic signals		
P.011469.05.012.010.019	CI-9.4	Finishing works		
P.011469.05.012.010.019	CI-9.4.a	Fencing		Included in Item CI-9.1.e
P.011469.05.012.011	CI-10	West Botany Street Ventilation Facility Site This Cost Centre CI-10 is for the performance of the Contractor's obligations relating to all permanent and Temporary Works associated with the construction of the Project Works at West Botany Street ventilation facility		Unless noted otherwise, all items to be paid progressively on a percentage complete basis

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.011.020	CI-10.1	Enabling & temporary works		
P.011469.05.012.011.003	CI-10.1.a	Demolition of existing structures		
P.011469.05.012.011.020	CI-10.1.b	Temporary works		
P.011469.05.012.011.022	CI-10.1.c	Environmental controls		
P.011469.05.012.011.020	CI-10.1.d	Traffic Management		
P.011469.05.012.011.019	CI-10.2	Ventilation Facility		
P.011469.05.012.011.019	CI-10.2.a	Substructure		
P.011469.05.012.011.019	CI-10.2.b	Frame		
P.011469.05.012.011.019	CI-10.2.c	External walls & roof		
P.011469.05.012.011.019	CI-10.2.d	Internal fitout		
P.011469.05.012.011.019	CI-10.2.e	Building services		
P.011469.05.012.011.019	CI-10.3	Disaster Recovery Centre		
P.011469.05.012.011.019	CI-10.3.a	Substructure		Incl in CI-10.4
P.011469.05.012.011.019	CI-10.3.b	Frame	Incl in CI-10.4	
P.011469.05.012.011.019	CI-10.3.c	External walls & roof	Incl in CI-10.4	
P.011469.05.012.011.019	CI-10.3.d	Internal fitout		
P.011469.05.012.011.019	CI-10.3.e	Building services	Incl in CI-10.4	
P.011469.05.012.011.019	CI-10.4	Electrical Substation		
P.011469.05.012.011.019	CI-10.4.a	Substructure		
P.011469.05.012.011.019	CI-10.4.b	Frame		
P.011469.05.012.011.019	CI-10.4.c	External walls & roof		
P.011469.05.012.011.019	CI-10.4.d	Internal fitout		
P.011469.05.012.011.019	CI-10.4.e	Building services		
P.011469.05.012.011.019	CI-10.5	Ventilation Shaft		
P.011469.05.012.011.019	CI-10.5.a	Construct Vent Shaft		Including spoil treatment and disposal
P.011469.05.012.011.019	CI-10.6	Finishing works		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.011.019	CI-10.6.a	Civil Finishing Works		
P.011469.05.012.012	CI-11	<p>West Botany Street Depot Facility</p> <p>This Cost Centre CI-11 is for the performance of the Contractor's obligations relating to all permanent and Temporary Works associated with the construction of the Project Works at West Botany Street depot</p>		Unless noted otherwise, all items to be paid progressively on a percentage complete basis
P.011469.05.012.012.020	CI-11.1	Enabling & temporary works		
P.011469.05.012.012.003	CI-11.1.a	Demolition of existing structures		
P.011469.05.012.012.020	CI-11.1.b	Temporary works		
P.011469.05.012.012.022	CI-11.1.c	Environmental controls		
P.011469.05.012.012.020	CI-11.1.d	Traffic Management		
P.011469.05.012.012.004	CI-11.2	Pavement Works		
P.011469.05.012.012.002	CI-11.2.a	Earthworks including removal of spoil		
P.011469.05.012.012.004	CI-11.2.b	Pavements including car parking		
P.011469.05.012.012.019	CI-11.3	Maintenance Office and Store Buildings		
P.011469.05.012.012.019	CI-11.3.a	Substructure		
P.011469.05.012.012.019	CI-11.3.b	Frame		
P.011469.05.012.012.019	CI-11.3.c	External walls & roof		
P.011469.05.012.012.019	CI-11.3.d	Internal fitout		
P.011469.05.012.012.019	CI-11.3.e	Building services		
P.011469.05.012.012.019	CI-11.4	Covered Services Yard Building		
P.011469.05.012.012.019	CI-11.4.a	Substructure		
P.011469.05.012.012.019	CI-11.4.b	Frame		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment	
P.011469.05.012.012.019	CI-11.4.c	External walls & roof			
P.011469.05.012.012.019	CI-11.4.d	Internal fitout			
P.011469.05.012.012.019	CI-11.4.e	Building services			
P.011469.05.012.012.019	CI-11.5	Workshop Building			
P.011469.05.012.012.019	CI-11.5.a	Substructure			
P.011469.05.012.012.019	CI-11.5.b	Frame			
P.011469.05.012.012.019	CI-11.5.c	External walls & roof			
P.011469.05.012.012.019	CI-11.5.d	Internal fitout			
P.011469.05.012.012.019	CI-11.5.e	Building services			
P.011469.05.012.012.019	CI-11.6	Finishing works			
P.011469.05.012.012.019	CI-11.6.a	Topsoil and planting			
P.011469.05.012.012.019	CI-11.6.b	Landscape planting 12 months maintenance			
P.011469.05.012.012.019	CI-11.7	Fire Hydrant Pump Rooms			Now part of CI-10
P.011469.05.012.012.019	CI-11.7.a	Substructure			
P.011469.05.012.012.019	CI-11.7.b	Frame			
P.011469.05.012.012.019	CI-11.7.c	External walls & roof			
P.011469.05.012.012.019	CI-11.7.d	Internal fitout			
P.011469.05.012.012.019	CI-11.7.e	Building services			
P.011469.05.012.013	CI-12	<p>Arncliffe Facility</p> <p>This Cost Centre CI-12 is for the performance of the Contractor's obligations relating to all permanent and Temporary Works associated with the construction of the Project Works at Arncliffe</p>			Unless noted otherwise, all items to be paid progressively on a percentage complete basis
P.011469.05.012.013.019	CI-12.1	Electrical Substation			

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment	
P.011469.05.012.013.019	CI-12.1.a	Substructure			
P.011469.05.012.013.019	CI-12.1.b	Frame			
P.011469.05.012.013.019	CI-12.1.c	External walls & roof			
P.011469.05.012.013.019	CI-12.1.d	Internal fitout			
P.011469.05.012.013.019	CI-12.1.e	Building services			
P.011469.05.012.013.019	CI-12.2	Water Treatment Plant			
P.011469.05.012.013.019	CI-12.2.a	Structure			
P.011469.05.012.013.019	CI-12.2.b	Water treatment equipment and fitout			
P.011469.05.012.013.019	CI-12.2.c	Tanks including slabs			
P.011469.05.012.013.019	CI-12.3	Ventilation Exhaust Building			
P.011469.05.012.013.019	CI-12.3.a	Floor structures			
P.011469.05.012.013.019	CI-12.3.b	Internal fitout			
P.011469.05.012.013.019	CI-12.3.c	Building services			
P.011469.05.012.013.019	CI-12.4	Ventilation Supply Building			
P.011469.05.012.013.019	CI-12.4.a	Floor structures			
P.011469.05.012.013.019	CI-12.4.b	Internal fitout			
P.011469.05.012.013.019	CI-12.4.c	Building services			
P.011469.05.012.013.019	CI-12.5	Ancillary Buildings			
P.011469.05.012.013.019	CI-12.5.a	Modifications to existing New M5 Buildings for M6 tunnel			
P.011469.05.012.013.019	CI-12.6	Finishing works			
P.011469.05.012.013.019	CI-12.6.a	Access ramp including retaining walls			
P.011469.05.012.013.019	CI-12.6.b	Civil Finishing Works			
P.011469.05.012.014	CI-13	Urban Design and Property Attenuation This Cost Centre CI-13 is for the performance of the Contractor's			Unless noted otherwise, all items to be paid progressively on a percentage complete basis

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
		obligations relating to all permanent and Temporary Works associated with the construction of the Project Works Urban Design and the requirements for property attenuation		
P.011469.05.012.014.019	CI-13.1	Active Transport Corridor		
P.011469.05.012.014.019	CI-13.1.a	Boardwalks		
P.011469.05.012.014.019	CI-13.1.b	Shared footpaths/footpaths/median strips		
P.011469.05.012.014.019	CI-13.1.c	Street lighting		
P.011469.05.012.014.008	CI-13.1.d	Bridge over President Avenue		
P.011469.05.012.014.008	CI-13.1.e	Bridge over Muddy Creek		
P.011469.05.012.014.008	CI-13.1.f	Park crossing bridge		
P.011469.05.012.014.008	CI-13.1.g	Chute St crossing bridge		
P.011469.05.012.014.019	CI-13.2	Bicentennial Park		
P.011469.05.012.014.002	CI-13.2.a	Earthworks including demolition of existing structures		
P.011469.05.012.014.019	CI-13.2.b	Scarborough Ponds Trail Creek diversion		
P.011469.05.012.014.019	CI-13.2.c	Skateboard park		
P.011469.05.012.014.019	CI-13.2.d	Children's playground		
P.011469.05.012.014.019	CI-13.2.e	Soccer field		
P.011469.05.012.014.019	CI-13.2.f	Mini-roos field		
P.011469.05.012.014.019	CI-13.2.g	Street lighting		
P.011469.05.012.014.019	CI-13.2.h	Utilities associated with the Bicentennial Park including drainage, water, power etc.		
P.011469.05.012.014.019	CI-13.2.i	Landscaping		
P.011469.05.012.014.019	CI-13.2.j	Landscape planting 12 months maintenance		
P.011469.05.012.014.019	CI-13.3	Reinstatement of Arncliffe Site		
P.011469.05.012.014.019	CI-13.3.a	Active transport corridor		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.014.019	CI-13.3.a.i	Shared footpaths		
P.011469.05.012.014.019	CI-13.3.a.ii	Street lighting		
P.011469.05.012.014.019	CI-13.3.b	Fencing		
P.011469.05.012.014.019	CI-13.3.c	Hardstanding (carparking)		
P.011469.05.012.014.019	CI-13.3.d	Access road		
P.011469.05.012.014.019	CI-13.3.e	Street lighting	Incl in CI-13.3.a.ii	
P.011469.05.012.014.019	CI-13.3.f	Utilities associated with the Arncliffe site including drainage, water, power etc.		
P.011469.05.012.014.019	CI-13.3.g	Turfing including sporting oval		
P.011469.05.012.014.019	CI-13.3.h	Landscaping including sculpturing of area		
P.011469.05.012.014.019	CI-13.3.i	Landscape planting 12 months maintenance		
P.011469.05.012.014.019	CI-13.4	Architectural Treatment		
P.011469.05.012.014.019	CI-13.4.a	Tunnel portal canopy		
P.011469.05.012.014.019	CI-13.4.b	Tunnel portal wall cladding		
P.011469.05.012.014.019	CI-13.4.c	Ventilation facility wall cladding		
P.011469.05.012.014.019	CI-13.4.d	Ventilation facility roof landscaping	Not included	
P.011469.05.012.014.019	CI-13.4.e	Ventilation facility roof landscaping 12 month maintenance	Not included	
P.011469.05.012.014.019	CI-13.5	Property Noise Attenuation		
P.011469.05.012.014.019	CI-13.5.a	Property noise attenuation to units		See Tab 6L Noise Treatment for details - updated
P.011469.05.012.014.019	CI-13.5.b	Property noise attenuation to houses		See Tab 6L Noise Treatment for details - updated
P.011469.05.012.014.019	CI-13.5.c	Property noise attenuation to other sensitive receivers		
P.011469.05.012.014.019	CI-13.5.d	Property noise attenuation - transfer from PAC 3		Transferred back to PAC 3

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.015	CI-14	<p>Network Integration</p> <p>This Cost Centre CI-14 is for the performance of the Contractor's obligations relating to temporary and permanent works associated with the construction of the Project Works including the connections to the existing traffic network.</p>		Unless noted otherwise, all items to be paid progressively on a percentage complete basis
P.011469.05.012.015.019	CI-14.1	O'Connell Street/President Avenue		
P.011469.05.012.015.019	CI-14.2	West Botany Street/President Avenue including Moorebank Avenue		
P.011469.05.012.015.019	CI-14.3	Civic Avenue/President Avenue		
P.011469.05.012.015.019	CI-14.4	Lachal Avenue/President Avenue		
P.011469.05.012.015.019	CI-14.5	O'Neill Street		
P.011469.05.012.015.019	CI-14.6	Local Area Traffic Management (LATM) works		
P.011469.05.012.016	CI-15	SICE		Based on SICE subcontract schedule. Refer to Attachment 1 of Volume 6A - SICE Price Key Assumptions.
P.011469.05.012.017	CI-16	Kapsch (Tolling)		Based on Kapsch subcontract schedule.
P.011469.05.012.018	CI-17	<p>Permanent Power Supply (Target Cost Item)</p> <p>This Cost Centre CI-17 is for the performance of the Contractor's obligations relating to temporary and permanent works associated with the construction of the permanent power supply.</p>		The Contractor is to provide a detailed breakdown of the costs

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.018.024	CI-17.1	Design & Approvals		
P.011469.05.012.018.024	CI-17.1.a	Design		Fixed Price - progressively paid on a percentage complete basis
P.011469.05.012.018.024	CI-17.1.b	Modifications to planning approvals		Fixed Price - progressively paid on a percentage complete basis
P.011469.05.012.018.024	CI-17.1.c	Liaison with DPIE		Scope covered by TfNSW.
P.011469.05.012.018.024	CI-17.1.d	Liaison with key stakeholders including Sydney Trains, Ausgrid, Councils		Fixed Price - progressively paid on a percentage complete basis
P.011469.05.012.018.024	CI-17.1.e	Procurement of major subcontractor to undertake the works		Fixed Price - progressively paid on a percentage complete basis
P.011469.05.012.018.024	CI-17.2	Enabling & temporary works		
P.011469.05.012.018.024	CI-17.2.a	Temporary works		
P.011469.05.012.018.024	CI-17.2.b	Environmental controls		
P.011469.05.012.018.024	CI-17.2.c	Traffic management		
P.011469.05.012.018.024	CI-17.3	Pavement Works		
P.011469.05.012.018.024	CI-17.3.a	Earthworks including removal of spoil		
P.011469.05.012.018.024	CI-17.3.b	New pavements		
P.011469.05.012.018.024	CI-17.3.b.i	Local roads		
P.011469.05.012.018.024	CI-17.3.b.ii	Gazetted roads		
P.011469.05.012.018.024	CI-17.4	Utilities and services		
P.011469.05.012.018.024	CI-17.4.a	Conduit bank in local roads including excavation, backfill, removal of spoil and joint bays		
P.011469.05.012.018.024	CI-17.4.b	Conduit bank in local roads including excavation, backfill, removal of spoil and joint bays (night-works)	Incl in CI-17.4.a	
P.011469.05.012.018.024	CI-17.4.c	Conduit bank in Gazetted roads including excavation, backfill, removal of spoil and joint bays		

WBS Code	Cost Item	Description	Amount (\$)	Basis of Payment
P.011469.05.012.018.024	CI-17.4.d	Conduit bank in Gazetted roads including excavation, backfill, removal of spoil and joint bays (night-works)	Incl in CI-17.4.c	
P.011469.05.012.018.024	CI-17.4.e	HDD bores		
P.011469.05.012.018.024	CI-17.4.f	Electrical pits		
P.011469.05.012.018.024	CI-17.4.g	Supply & install 33kV cable		
P.011469.05.012.018.024	CI-17.4.i	Adjustment of local services during construction		
P.011469.05.012.018.024	CI-17.5	Permanent Power Supply Margin - New Item		Included in items above
P.011469.05.012.019	CI-18	Non-Contestable Utilities Works (Provisional Sums) This Cost Centre CI-18 is for the performance of the Contractor's obligations relating to all non-contestable utilities works.		Unless noted otherwise, all items to be paid based on actual costs incurred in delivering these works i.e. costs submitted by the utilities companies in delivering these works
P.011469.05.012.019.024	CI-18.1	Ausgrid		
P.011469.05.012.019.024	CI-18.2	Jemena		
P.011469.05.012.019.024	CI-18.3	Telstra		
P.011469.05.012.019.024	CI-18.4	Optus		
P.011469.05.012.019.024	CI-18.5	nbn		
P.011469.05.012.019.024	CI-18.6	Other Telecommunication companies		
P.011469.05.012.020.017	CI-19	Spare Parts and Specialist Tools (from Schedule 30)		Paid on delivery of equipment

Noise Attenuation

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
P.011469.05.012.014.019	CI-13.5.a.i	Unit	1/7-9 Cross Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.ii	Unit	2/7-9 Cross Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.iii	Unit	3/7-9 Cross Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.iv	Unit	4/7-9 Cross Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.v	Unit	6/7-9 Cross Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.vi	Unit	10/7-9 Cross Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.vii	Unit	13/7-9 Cross Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.viii	Unit	28/7-9 Cross Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.ix	Unit	1/63 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.x	Unit	2/63 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xi	Unit	4/63 Gladstone Street, Kogarah		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
					complete basis.
P.011469.05.012.014.019	CI-13.5.a.xii	Unit	6/63 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xiii	Unit	1/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xiv	Unit	2/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xv	Unit	3/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xvi	Unit	4/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xvii	Unit	5/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xviii	Unit	6/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xix	Unit	7/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xx	Unit	8/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxi	Unit	9/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxii	Unit	10/69 Gladstone Street, Kogarah		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
					complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxiii	Unit	11/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxiv	Unit	12/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxv	Unit	13/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxvi	Unit	14/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxvii	Unit	15/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxviii	Unit	16/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxix	Unit	17/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxx	Unit	18/69 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxxi	Unit	6/1-5 Hogben Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxxii	Unit	9/1-5 Hogben Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxxiii	Unit	10/1-5 Hogben Street, Kogarah		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
					complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxxiv	Unit	11/1-5 Hogben Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxxv	Unit	12/1-5 Hogben Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxxvi	Unit	13/1-5 Hogben Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxxvii	Unit	14/1-5 Hogben Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxxviii	Unit	15/1-5 Hogben Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xxxix	Unit	16/1-5 Hogben Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xl	Unit	2/51 O'Neill Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xli	Unit	1/58 Premier Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xlii	Unit	2/58 Premier Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xliii	Unit	4/58 Premier Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xliv	Unit	3/58 Premier Street, Kogarah		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
					complete basis.
P.011469.05.012.014.019	CI-13.5.a.xlv	Unit	5/58 Premier Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xlvi	Unit	6/58 Premier Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xlvii	Unit	7/58 Premier Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xlviii	Unit	8/58 Premier Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xlix	Unit	9/58 Premier Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.l	Unit	1/2 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.li	Unit	2/2 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lii	Unit	3/2 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.liii	Unit	4/2 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.liv	Unit	5/2 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lv	Unit	6/2 President Avenue, Kogarah		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
					complete basis.
P.011469.05.012.014.019	CI-13.5.a.lvi	Unit	7/2 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lvii	Unit	8/2 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lviii	Unit	9/2 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lix	Unit	10/2 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lx	Unit	11/2 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxi	Unit	12/2 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxii	Unit	1/4-6 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxiii	Unit	2/4-6 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxiv	Unit	4/4-6 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxv	Unit	5/4-6 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxvi	Unit	7/4-6 President Avenue, Kogarah		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
					complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxvii	Unit	8/4-6 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxviii	Unit	2/8-10 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxix	Unit	3/8-10 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxx	Unit	5/8-10 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxi	Unit	6/8-10 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxii	Unit	8/8-10 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxiii	Unit	9/8-10 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxiv	Unit	1/12-14 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxv	Unit	2/12-14 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxvi	Unit	4/12-14 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxvii	Unit	5/12-14 President Avenue,		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
			Kogarah		complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxviii	Unit	7/12-14 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxix	Unit	8/12-14 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxx	Unit	1/18 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxxii	Unit	2/18 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxxiii	Unit	4/18 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxxiv	Unit	5/18 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxxv	Unit	7/18 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxxvi	Unit	8/18 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxxvii	Unit	1/20 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxxviii	Unit	2/20 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxxviii	Unit	5/20 President Avenue, Kogarah		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
					complete basis.
P.011469.05.012.014.019	CI-13.5.a.lxxxix	Unit	6/20 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xc	Unit	9/20 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xci	Unit	10/20 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xcii	Unit	1/22-24 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xciii	Unit	2/22-24 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xciv	Unit	6/22-24 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xcv	Unit	7/22-24 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xcvi	Unit	11/22-24 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xcvii	Unit	12/22-24 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xcviii	Unit	1/30-32 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.xcix	Unit	2/30-32 President Avenue,		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
			Kogarah		complete basis.
P.011469.05.012.014.019	CI-13.5.a.c	Unit	3/30-32 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.ci	Unit	4/30-32 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cii	Unit	5/30-32 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.ciii	Unit	6/30-32 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.civ	Unit	7/30-32 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cv	Unit	9/30-32 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cvi	Unit	11/30-32 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cvii	Unit	1/34-36 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cviii	Unit	2/34-36 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cix	Unit	6/34-36 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cx	Unit	7/34-36 President Avenue,		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
			Kogarah		complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxi	Unit	1/38-40 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxii	Unit	2/38-40 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxiii	Unit	4/38-40 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxiv	Unit	5/38-40 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.c xv	Unit	1/42 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.c xvi	Unit	2/42 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.c xvii	Unit	7/42 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.c xviii	Unit	8/42 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.c xix	Unit	13/42 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.c xxi	Unit	14/42 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.c xxii	Unit	1/157-159 President Avenue,		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
			Monterey		complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxiii	Unit	7/157-159 President Avenue, Monterey		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxiv	Unit	1/161-163 President Avenue, Monterey		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxv	Unit	1/165-169 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxvi	Unit	2/165-169 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxvii	Unit	9/165-169 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxviii	Unit	10/165-169 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxix	Unit	1/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxx	Unit	2/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxxii	Unit	3/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxxiii	Unit	4/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019		Unit	5/79-87 Princes Highway,		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
			Kogarah		complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxxiv	Unit	6/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxxv	Unit	7/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxxvi	Unit	8/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxxvii	Unit	9/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxxviii	Unit	10/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxxxix	Unit	11/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxl	Unit	12/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxli	Unit	13/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxlii	Unit	14/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxliii	Unit	15/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxliv	Unit	16/79-87 Princes Highway,		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
			Kogarah		complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxlvi	Unit	17/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxlvii	Unit	18/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxlviii	Unit	19/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxlix	Unit	20/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cl	Unit	21/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cli	Unit	22/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clii	Unit	23/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cliii	Unit	24/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cliv	Unit	25/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clv	Unit	26/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clvi	Unit	27/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
			Kogarah		complete basis.
P.011469.05.012.014.019	CI-13.5.a.clvi	Unit	28/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clvii	Unit	29/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clviii	Unit	30/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxix	Unit	31/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clx	Unit	32/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxi	Unit	33/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxii	Unit	34/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxiii	Unit	35/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxiv	Unit	36/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxv	Unit	37/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxvi	Unit	38/79-87 Princes Highway,		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
			Kogarah		complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxvii	Unit	39/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxviii	Unit	40/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxix	Unit	41/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxx	Unit	42/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxi	Unit	43/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxii	Unit	44/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxiii	Unit	45/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxiv	Unit	46/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxv	Unit	47/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxvi	Unit	48/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxvii	Unit	49/79-87 Princes Highway,		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
			Kogarah		complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxviii	Unit	50/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxix	Unit	51/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxx	Unit	52/79-87 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxxii	Unit	xx/722 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxxiii	Unit	1/726-728 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxxiv	Unit	2/726-728 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxxv	Unit	3/726-728 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxxvi	Unit	4/726-728 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxxvii	Unit	5/726-728 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxxviii	Unit	xx/730 Princes Highway,		To be paid progressively on a percentage

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
			Kogarah		complete basis.
P.011469.05.012.014.019	CI-13.5.a.clxxxix	Unit	3/732 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxc	Unit	4/732 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxcii	Unit	7/732 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxciii	Unit	8/732 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxciv	Unit	10/732 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.a.cxcv	Unit	11/732 Princes Highway, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019			Total to CL-13.5.a		
P.011469.05.012.014.019	CI-13.5.b.i	House	189 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.ii	House	193 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.iii	House	195 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
P.011469.05.012.014.019	CI-13.5.b.iv	House	197 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.v	House	199 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.vi	House	201 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.vii	House	203 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.viii	House	205 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.ix	House	207 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.x	House	209 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xi	House	209A Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xii	House	213 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xiii	House	215 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xiv	House	217 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
P.011469.05.012.014.019	CI-13.5.b.xv	House	219 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xvi	House	221 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xvii	House	223 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xviii	House	223A Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xix	House	225 Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xx	House	225A Bay Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxii	House	3 Civic Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxiii	House	38 Gladstone Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxiii	House	1 Lachal Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxiv	House	2 Lachal Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxv	House Not Used	Not Used		<i>Not Used</i>

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
P.011469.05.012.014.019	CI-13.5.b.xxvi	House	44 O'Neill Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxvii	House	46 O'Neill Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxviii	House	50 O'Neill Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxix	House	52 O'Neill Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxx	House	54 O'Neill Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxxi	House	56A O'Neill Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxxii	House	60 O'Neill Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxxiii	House	23 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxxiv	House	27 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxxv	House	48 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxxvi	House	50 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
P.011469.05.012.014.019	CI-13.5.b.xxxvii	House	52 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxxviii	House	54 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xxxix	House	56 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xl	House	58 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xli	House	59 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xlii	House	61 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xliii	House	62 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xliv	House	63 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xlv	House	64 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xlvi	House	70 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xlvii	House	72 President Avenue, Kogarah		To be paid progressively on a percentage complete basis.

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
P.011469.05.012.014.019	CI-13.5.b.xlviii	House	149 President Avenue, Monterey		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.xlix	House	150 President Avenue, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.l	House	141 President Avenue, Monterey		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.li	House	145 President Avenue, Monterey		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lii	House	146 President Avenue, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.liii	House	148 President Avenue, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.liv	House	152 President Avenue, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lv	House	153 President Avenue, Monterey		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lvi	House	154 President Avenue, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lvii	House	156 President Avenue, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lviii	House	158 President Avenue, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
P.011469.05.012.014.019	CI-13.5.b.lix	House	162 President Avenue, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lx	House	166 President Avenue, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxi	House	373 West Botany Street, Rockdale		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxii	House	375 West Botany Street, Rockdale		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxiii	House	377 West Botany Street, Rockdale		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxiv	House	379 West Botany Street, Rockdale		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxv	House	381 West Botany Street, Rockdale		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxvi	House	392 West Botany Street, Rockdale		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxvii	House	394 West Botany Street, Rockdale		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxviii	House	396 West Botany Street, Rockdale		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxix	House	467 West Botany Street, Kogarah		To be paid progressively on a percentage complete basis.

WBS Code	Cost Item	Type of Property	Description	Amount (\$)	Basis of Payment
P.011469.05.012.014.019	CI-13.5.b.lxx	House	469 West Botany Street, Kogarah		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxxi	House	64 O'Neill Street, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxxii	House	137 President Avenue, Monterey		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxxiii	House	139 President Avenue, Monterey		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxxiv	House	147 President Avenue, Monterey		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019	CI-13.5.b.lxxv	House	164 President Avenue, Brighton-Le-Sands		To be paid progressively on a percentage complete basis.
P.011469.05.012.014.019			Total to CL-13.5.b		

Attachment 2 Schedule of Rates for Changes

Plant

Item	Plant/Labour Item	Model/Capacity	2024		2025		2026	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby

Item	Plant/Labour Item	Model/Capacity	2024		2025		2026	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
Tunnelling Equipment								
TU1	Road Header 300 kW	<i>Roadheader 300kw MT720</i>						
TU2	Road Header 300 kW	<i>Roadheader 300kw SLB300</i>						
TU3	Road Header 200kW	<i>Roadheaders - 200 kW Mitsui MRH 200</i>						
TU4	Rock bolter	<i>Rockbolting rig Sandvik DS510</i>						
TU5	Jumbo drill	<i>Drilling Jumbo (complete with extension rod handler)</i>						
TU6	Shotcrete machine	<i>Shotcrete Robot Normet Spraymec 8100</i>						
TU7	Grout pump	<i>Colloidal Grout Mixer & HP Injection Pump</i>						

Item	Plant/Labour Item	Model/Capacity	2024		2025		2026	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
Other Excavation Equipment								
O1	Skidsteer loader (Bobcat)	Skid steer loader (CAT 268B)						
O2	Skidsteer loader and broom	Skid steer loader (CAT 268B) with Broom						
O3	Backhoe (dig depth up to 5 m)	Backhoe (dig depth up to 5 m)						
O4	Backhoe + hammer	Backhoe + hammer						
O5	Dozer	98 to 145 kW (equivalent to Caterpillar D6)						
O6	Dozer	145 to 175 kW (equivalent to Caterpillar D7)	TBA	TBA	TBA	TBA	TBA	TBA
O7	Dozer	220 to 305 kW (equivalent to Caterpillar D8)						

Item	Plant/Labour Item	Model/Capacity	2024		2025		2026	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
O8	Dozer	305 to 400 kW (equivalent to Caterpillar D9)	TBA	TBA	TBA	TBA	TBA	TBA
O9	Grader	160 kW (equivalent to Caterpillar 14H)						
O10	Loader	(up to 90 kW)						
O11	Scraper, open bowl	17 to 28 m3	TBA	TBA	TBA	TBA	TBA	TBA
O12	Excavator	≤ 10 t						
O13	Excavator hammer +	< 10 t						
O14	Excavator	12 t						
O15	Excavator hammer +	12 t						

Item	Plant/Labour Item	Model/Capacity	2024		2025		2026	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
O16	Excavator	20 t						
O17	Excavator hammer +	20 t						
O18	Excavator	30 t						
O19	Excavator hammer +	30 t						
Transport								
T2	Truck and dog	30 t payload						
Cranes & Lifting Devices								
C3	Franna Crane	25t						
Sundry Plant								

Item	Plant/Labour Item	Model/Capacity	2024		2025		2026	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
SP1	Roller, multi-tyred	≤ 14 t						
SP2	Roller, multi-tyred	> 14 t						
SP3	Roller, padfoot	≤ 12 t						
SP4	Roller, padfoot	> 12 t						
SP5	Roller, drum smooth	≤ 12 t						
SP6	Roller, drum smooth	> 12 t						
SP6	Watercart	15,000 L						
SP9	Air compressor (without operator)	41 L/s						
SP10	Air compressor	83 L/s						

Item	Plant/Labour Item	Model/Capacity	2024		2025		2026	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
	(without operator)							
SP11	Generator (without operator)	6.8 kVA						
SP12	Water Pump (without operator)	≤ 1,000 L/min						
SP13	Water Pump (without operator)	1,001 to 2,000 L/min						
SP14	Wacker packer (without operator)	[insert]						
SP15	Handheld pneumatic hammer (without operator)	10 kg						
SP16	Quick cut concrete saw (without operator)	[insert]	TBA	TBA	TBA	TBA	TBA	TBA

Item	Plant/Labour Item	Model/Capacity	2024		2025		2026	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
SP17	Flexi drive motor and poker vibrator (without operator)	[insert]						
SP18	Flexi drive motor and pump (without operator)	[insert]						
SP22	Generator (without operator)	250kVA Generator						

Labour

Item	Plant/Labour Item	Rate Applicability	2021		2022		2023	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
Tunnelling Operations								
TL1	Tunneller Category	11x10hr rotating roster		Refer		Refer		Refer

Item	Plant/Labour Item	Rate Applicability	2021		2022		2023	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
	1	<i>(day/night)</i> <i>Sunday night to Saturday morning</i>		<i>operating</i>		<i>operating</i>		<i>operating</i>
TL4	Tunneller category 2	<i>11x10hr rotating roster (day/night)</i> <i>Sunday night to Saturday morning</i>		<i>Refer operating</i>		<i>Refer operating</i>		<i>Refer operating</i>
TL7	Road header operator	<i>11x10hr rotating roster (day/night)</i> <i>Sunday night to Saturday morning</i>		<i>Refer operating</i>		<i>Refer operating</i>		<i>Refer operating</i>
TL10	Tradesperson	<i>11x10hr rotating roster (day/night)</i> <i>Sunday night to Saturday morning</i>		<i>Refer operating</i>		<i>Refer operating</i>		<i>Refer operating</i>
TL13	Shift Foreman	<i>11x10hr rotating roster (day/night)</i>		<i>Refer operating</i>		<i>Refer operating</i>		<i>Refer operating</i>

Item	Plant/Labour Item	Rate Applicability	2021		2022		2023	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
		<i>Sunday night to Saturday morning</i>						
TL16	Tunnel Superintendent	<i>11x10hr rotating roster (day/night)</i> <i>Sunday night to Saturday morning</i>	████████	<i>Refer operating</i>	████████	<i>Refer operating</i>	████████	<i>Refer operating</i>
Surface Works Operations								
S01	Labourer	<i>11x10hr rotating roster (day/night)</i> <i>Sunday night to Saturday morning</i>	████████	<i>Refer operating</i>	████████	<i>Refer operating</i>	████████	<i>Refer operating</i>
S04	Tradesperson	<i>11x10hr rotating roster (day/night)</i> <i>Sunday night to Saturday morning</i>	████████	<i>Refer operating</i>	████████	<i>Refer operating</i>	████████	<i>Refer operating</i>
S07	Leading hand	<i>11x10hr rotating roster</i>	████████	<i>Refer</i>	████████	<i>Refer</i>	████████	<i>Refer</i>

Item	Plant/Labour Item	Rate Applicability	2021		2022		2023	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
		<i>(day/night)</i> <i>Sunday night to Saturday morning</i>		<i>operating</i>		<i>operating</i>		<i>operating</i>

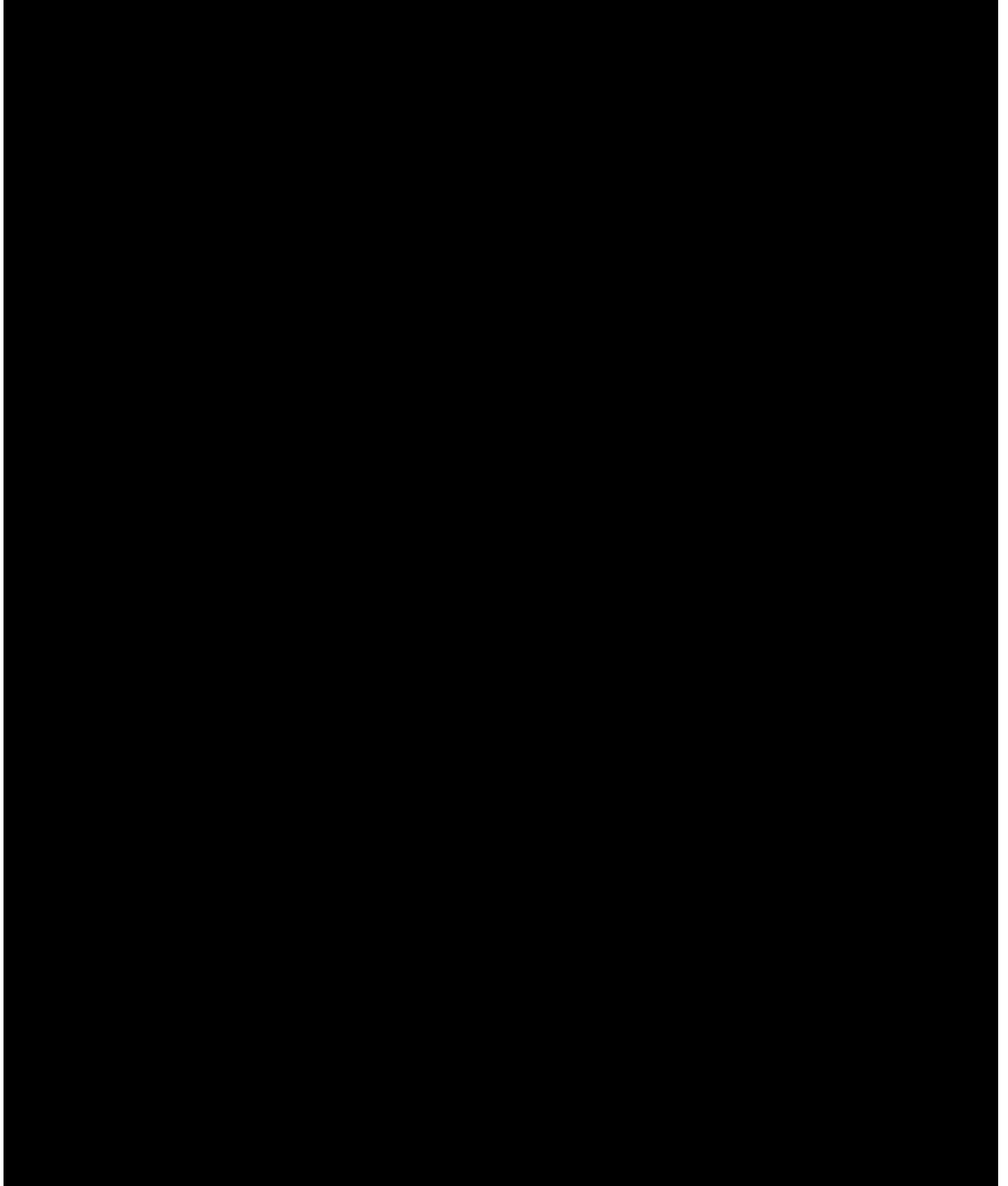
Item	Plant/Labour Item	Rate Applicability	2024		2025		2026	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
Tunnelling Operations								
TL1	Tunneller Category 1	<i>11x10hr rotating roster (day/night)</i> <i>Sunday night to Saturday morning</i>		<i>Refer operating</i>		<i>Refer operating</i>		<i>Refer operating</i>
TL4	Tunneller category	<i>11x10hr rotating roster</i>		<i>Refer</i>		<i>Refer</i>		<i>Refer</i>

Item	Plant/Labour Item	Rate Applicability	2024		2025		2026	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
	2	<i>(day/night)</i> <i>Sunday night to Saturday morning</i>		<i>operating</i>		<i>operating</i>		<i>operating</i>
TL7	Road header operator	<i>11x10hr rotating roster (day/night)</i> <i>Sunday night to Saturday morning</i>		<i>Refer operating</i>		<i>Refer operating</i>		<i>Refer operating</i>
TL10	Tradesperson	<i>11x10hr rotating roster (day/night)</i> <i>Sunday night to Saturday morning</i>		<i>Refer operating</i>		<i>Refer operating</i>		<i>Refer operating</i>
TL13	Shift Foreman	<i>11x10hr rotating roster (day/night)</i> <i>Sunday night to Saturday morning</i>		<i>Refer operating</i>		<i>Refer operating</i>		<i>Refer operating</i>
TL16	Tunnel Superintendent	<i>11x10hr rotating roster (day/night)</i>		<i>Refer operating</i>		<i>Refer operating</i>		<i>Refer operating</i>

Item	Plant/Labour Item	Rate Applicability	2024		2025		2026	
			Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)		Rate (\$/Hour) (excluding GST)	
			Operating	Standby	Operating	Standby	Operating	Standby
		<i>Sunday night to Saturday morning</i>						
Surface Works Operations								
S01	Labourer	<i>11x10hr rotating roster (day/night) Sunday night to Saturday morning</i>		<i>Refer operating</i>		<i>Refer operating</i>		<i>Refer operating</i>
S04	Tradesperson	<i>11x10hr rotating roster (day/night) Sunday night to Saturday morning</i>		<i>Refer operating</i>		<i>Refer operating</i>		<i>Refer operating</i>
S07	Leading hand	<i>11x10hr rotating roster (day/night) Sunday night to Saturday morning</i>		<i>Refer operating</i>		<i>Refer operating</i>		<i>Refer operating</i>

SCHEDULE 22

Key Plant and Equipment



SCHEDULE 23

Unfixed or offsite Materials

(Clause 22.14 (*Unfixed or offsite Materials*))

No.	Details of Materials
1.	Reinforcing bar / mesh
2.	Architectural panels
3.	Rockbolts and other tunnel support
4.	Pipes, pits and other drainage materials
5.	Precast concrete elements
6.	HV Switchboards
7.	Transformers
8.	LV switchboards
9.	Distribution boards
10.	CCTV Equipment
11.	Control Cabinets
12.	Pump Station Equipment
13.	Electronic Signage
14.	Harmonic filters
15.	PA Equipment
16.	Light fittings
17.	LV switchboards & DBs
18.	Mobile Phone DAS Equipment
19.	Network Switches
20.	ITS Equipment
21.	Regulatory + Advisory Signage
22.	RRB Fibre Optic Equipment
23.	Radio Rebroadcast Equipment
24.	Servers

25.	Traffic Management & Control System
26.	Acoustic Panels
27.	UPS Systems
28.	Variable Speed Drives
29.	Vehicle Safety Barriers and Attenuators
30.	Video Wall / CCTV Wall
31.	Cable (HV, LV and Fibre)
32.	Dampers
33.	Attenuators
34.	Axial fans
35.	Jet fans
36.	Air quality systems -tunnel
37.	Air quality stack
38.	Air quality-ambient
39.	Wet fire systems
40.	Dry fire system
41.	Smoky vehicle system
42.	Metjfet phone
43.	Head end equipment for various systems
44.	Chiller units
45.	MVAC ducting
46.	MVAC fans
47.	AC units
48.	Foam suppression system to sumps
49.	Back lit signs
50.	Feature lighting
51.	Fire rated doors
52.	Fabricated supports

53.	Cable ladder
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SCHEDULE 24

**Payment Claims for Project Works, Temporary Works, D&C Phase Maintenance and
 Landscaping Maintenance**

(Clause 22.3 (*Payment Claims*))

To: Independent Certifier

Copy: Principal

From: Contractor

In accordance with the terms of clause 22.3 (*Payment Claims for Project Works and Temporary Works*) of the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) (the **Contractor**) dated **[Insert date]** (**D&C Deed**) with respect to the Project Works and Temporary Works, the Contractor hereby submits this Payment Claim as follows:

PART A: Project Works, D&C Phase Maintenance and Landscaping Maintenance

Date of Payment Claim	Payment Period	Particulars of Project Works	Documents or other information provided in respect of amount claimed	Amount claimed	WBS
[Insert date of Payment Claim]	[Insert period in respect of which payment is claimed]	[Insert detailed list of work completed for which payment is claimed]	[Insert details of any supporting documentation or other information provided to verify amounts claimed]	[Insert amounts claimed in respect of each item of Project Works]	[Insert Work break down Structure]
			<i>Total Amount claimed</i>		

PART B: Temporary Works

Date of Payment Claim	Payment Period	Particulars of Temporary Works	Documents or other information provided in respect of amount claimed	Amount claimed	WBS
[Insert date of Payment]	[Insert period in respect of]	[Insert detailed list of work]	[Insert details of any supporting]	[Insert details of any]	[Insert Work break down]

Claim]	which payment is claimed]	completed for which payment is claimed]	documentation or other information provided to verify amounts claimed]	supporting documentation or other information provided to verify amounts claimed]	Structure]
			<i>Total Amount claimed</i>		

PART C: Changes

Date of Payment Claim	Payment Period	Particulars of other amounts in respect of which payment is claimed	Documents or other information provided in respect of amount claimed	Amount claimed	WBS
[Insert date of Payment Claim]	[Insert period in respect of which payment is claimed]	[Insert detailed list of work completed for which payment is claimed]	[Insert details of any supporting documentation or other information provided to verify amounts claimed]	[Insert Change Costs claimed]	[Insert Work break down Structure]
			<i>Total Amount claimed</i>		

PART D: Other amounts claimed

Date of Payment Claim	Payment Period	Particulars of other amounts in respect of which payment is claimed	Documents or other information provided in respect of amount claimed	Amount claimed	WBS
[Insert date of Payment]	[Insert period in respect of]	[Insert detailed list of work]	[Insert details of any supporting]	[Insert other amounts]	[Insert Work break down]

Claim]	which payment is claimed]	completed for which payment is claimed]	documentation or other information provided to verify amounts claimed]	claimed]	Structure]
			<i>Total Amount claimed</i>		

1. A certificate signed by the Contractor conforming with the requirements of clause 22.7((a)(iii)(A) (*Provision of documentation and other requirements*) of the D&C Deed is contained in the Schedule to this Payment Claim.
2. A statutory declaration from the Contractor conforming with the requirements of clause 22.7((a)(iii)(B) (*Provision of documentation and other requirements*) of the D&C Deed is contained in the Schedule to this Payment Claim.
3. A written statement from the Contractor conforming with the requirements of clause 22.7((a)(iii)(C) (*Provision of documentation and other requirements*) of the D&C Deed is contained in the Schedule to this Payment Claim.
4. All supporting documentation and information referred to in clause 22.7(a)(v) (*Provision of documentation and other requirements*) of the D&C Deed is contained in the Schedule to this Payment Claim.

This is not a tax invoice.

For and on behalf of
[Contractor]

Signed:.....

Dated:.....

SCHEDULE 25

**Certificate of value for Project Works, Temporary Works, D&C Phase Maintenance and
Landscaping Maintenance**

To: Independent Certifier

Copy: Principal

From: Contractor

In accordance with the terms of clause 22.7((a)(iii)(A) (*Provision of documentation and other requirements*) of the deed between Transport for NSW (ABN 18 804 239 602) (**Principal**) and **[Contractor]** (ABN **[Insert]**) (the **Contractor**) dated **[Insert date]** (**D&C Deed**), with respect to the Project Works, Temporary Works, D&C Phase Maintenance and Landscaping Maintenance, the Contractor hereby certifies that:

1. all Project Works, Temporary Works, D&C Phase Maintenance and Landscaping Maintenance described in **[Insert details of Payment Claim]** have been carried out by the Contractor in accordance with the D&C Deed and the other D&C Documents;
2. all activities carried out by the Contractor in respect of the Project Works, Temporary Works, D&C Phase Maintenance and Landscaping Maintenance have been carried out in accordance with the D&C Deed and the other D&C Documents;
3. all Project Works, Temporary Works, D&C Phase Maintenance and Landscaping Maintenance described in **[Insert details of Payment Claim]** are free from Defects (as defined by the D&C Deed), other than Defects listed in the Attachment to this certificate and minor defects which:
 - (A) do not prevent the Project Works, Temporary Works, D&C Phase Maintenance or Landscaping Maintenance from being reasonably capable of being used for their intended purpose;
 - (B) can be corrected without prejudicing the convenient or intended use of the Project Works; and
 - (C) the Contractor has reasonable grounds for not promptly rectifying;
4. in calculating the amount claimed by the Contractor for Project Works, Temporary Works, D&C Phase Maintenance and Landscaping Maintenance described in **[Insert details of Payment Claim]**, the Contractor has deducted the estimated cost of rectifying Defects described in the Attachment to this certificate; and
5. the Defects described in the Attachment to this certificate and the estimated cost of rectifying them are complete and correct in the reasonable opinion of the Contractor, acting as a prudent and competent contractor in the position of the Contractor.

Terms defined in the D&C Deed have the same meaning in this certificate.

For and on behalf of
[Contractor]

Signed:.....

Dated:.....

Attachment – List of Defects

Relevant Works	Description of Defect	Estimated cost of rectifying Defects

SCHEDULE 26

**Form of Payment Statement for Project Works, Temporary Works, D&C Phase
Maintenance and Landscaping Maintenance**

(Clause 22.5 (*Payment Statements*))

To: Contractor

Copy: Principal

From: Independent Certifier

In accordance with the terms of clause 22.5 (*Payment Statements*) of the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) (the **Contractor**) dated **[Insert date]** (**D&C Deed**) with respect to the Project Works, Temporary Works, D&C Phase Maintenance and Landscaping Maintenance, the Independent Certifier hereby certifies that:

1. this Payment Statement relates to the following Payment Claim:

[Insert details of Payment Claim to which the Payment Statement relates];

2. the value of the works completed by the Contractor in respect of:

- (a) the Project Works is **[Insert amount];**
- (b) the Temporary Works is **[Insert amount];**
- (c) the D&C Phase Maintenance is **[Insert amount];** and
- (d) Landscaping Maintenance is **[Insert amount],**

calculated in accordance with Schedule 21 (*D&C Payment Schedule*) and Schedule 25 (*Certificate of value for Project Works, Temporary Works, D&C Phase Maintenance and Landscaping Maintenance*);

3. the value of other amounts claimed is **[Insert details of Compensation Event payments];**

4. the value of amounts previously paid to the Contractor by the Principal in respect of the Project Works, the Temporary Works, the D&C Phase Maintenance and the Landscaping Maintenance are **[Insert details];**

5. the amounts which the Principal proposes to retain, withhold, deduct or set off at this time are **[insert details];** and

6. **[Delete if not applicable]** the scheduled amount is less than the instalment payment claimed in the Payment Claim described in paragraph 1 of this Schedule 26, due to **[Insert reason in accordance with clause 22.5(a)(vi) (*Payment Statements for Project Works and Temporary Works*)].**

Terms defined in the D&C Deed have the same meaning in this statement.

Signed for and on behalf of
Independent Certifier

Date

IMPORTANT NOTE:

Any evaluation or issue of a Payment Statement by the Independent Certifier will not:

1. constitute approval of any work nor will it be taken as admission or evidence that the part of the Project Works and Temporary Works covered by the Payment Statement has been satisfactorily carried out in accordance with the D&C Deed; or
2. constitute a waiver of the requirements of clause 22.5 (*Payment Statements*) of the D&C Deed in relation to any Payment Claim other than to the extent (if any) to which the Principal expressly waives such requirements in respect of the Payment Claim the subject of the Payment Statement.

SCHEDULE 27

Contractor's Statements

(Clauses 22.3 (*Payment Claims for Project Works and Temporary Works*)
and 22.17 (*Set-off and retention*))

<p>Contractor Statement Payment of Workers, Worker's Compensation Premiums & Payroll Tax</p>	Transport Roads & Maritime Services
<p>This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (<i>see Notes 1 & 5 overleaf</i>). RMS is entitled to withhold payment until this Statement is provided (<i>see Note 2</i>).</p>	
<div style="float: right; text-align: right;"> <p>Workers Compensation Insurance Certificate of Currency for the work period in question. Unless the contractor is exempt </p> </div>	
Details	
Contractor's Legal Name	<input style="width: 100%;" type="text"/>
Contractor's Trading / Business Name	<input style="width: 100%;" type="text"/>
Contractor's ABN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contractor's ACN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contractor's Address	<input style="width: 100%;" type="text"/>
Name or description of Contract or Works	<input style="width: 100%;" type="text"/>
Period of Work this Statement applies to (<i>see Note 3</i>)	From <input style="width: 150px;" type="text"/> To <input style="width: 150px;" type="text"/>
Invoice or Payment Claim Numbers this applies to	<input style="width: 100%;" type="text"/>
Invoice or Payment Claim Dates this Statement applies to	<input style="width: 100%;" type="text"/>
Statement Validity Period	
This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (<i>see Notes 3 & 4</i>).	
Declaration	
I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:	
<ul style="list-style-type: none"> • All workers engaged by the Contractor in respect of the works have been paid (<i>see Note 6</i>); 	<input type="checkbox"/>
<ul style="list-style-type: none"> • All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; or 	<input type="checkbox"/>
<ul style="list-style-type: none"> • the Contractor is an exempt employer for workers compensation purposes (<i>see Note 7</i>); 	<input type="checkbox"/>
<ul style="list-style-type: none"> • The Contractor is registered as an employer under the <i>Payroll Tax Act 2007</i> and has paid all payroll tax due in respect of employees; or 	<input type="checkbox"/>
<ul style="list-style-type: none"> • the Contractor is not required to be registered; 	<input type="checkbox"/>
<ul style="list-style-type: none"> • The Contractor has not engaged any subcontractors for the works, or 	<input type="checkbox"/>
<ul style="list-style-type: none"> • The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • I am authorised to make this declaration and I am in a position to know the truth of its contents 	<input type="checkbox"/>
Signature of Authorised Person	Name of Signatory (<i>print</i>)
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Date	Position / Job Title of Signatory (<i>print - see Note 4</i>)
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
(<i>see Notes on page 2</i>)	
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Notes for Contractor's Statement

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of the Principal. References to "Subcontractor" and "Principal Contractor" in the legislation mentioned below have been changed in this Statement to "Contractor" and "the Principal" respectively to avoid confusion.
2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* ("IRA"), section 175B of the *Workers Compensation Act 1987* ("WCA") and Schedule 2 Part 5 of the *Payroll Tax Act 2007* ("PTA"). These provisions allow the Principal to withhold payment from a Contractor without any penalty unless and until the Contractor provides to the Principal a Statement declaring that:
 - A. all workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid; and
 - B. all remuneration payable to relevant employees for work under the contract has been paid; and
 - C. all payroll tax payable relating to the work undertaken has been paid.
3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.
4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).
5. A Statement is not required where the Principal is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).
6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.
7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for the Principal. Generic versions of this Statement for non-Principal use can be obtained at:
http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf; or
<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

Record Retention

The Principal will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. For more information, refer

to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rrpt59.pdf>, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or the Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

SCHEDULE 28

Supporting Statement

(Clauses 22.3 (*Payment Claims for Project Works and Temporary Works*)
and 22.17 (*Set-off and retention*))

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

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

The Contractor is a "head contractor" in terms of the Building and Construction Industry Security of Payment Act 1999, and makes relevant statements below accordingly.

This Statement must be signed by the Contractor (or by a person who is authorised, or held out as being authorised, to sign the statement by the Contractor).

Relevant legislation includes *Building and Construction Industry Security of Payment Regulation 2020* (NSW).

Main Contract

Head contractor:

(Business name of the head contractor)

ABN

ACN

Of

(Address of Contractor)

has entered into a contract with

Transport for NSW

Contract description

Contract number/identifier

Subcontracts

The head contractor has entered into a contract with the subcontractors listed in the attachment to this Statement

Period

This Statement applies for work between:

and

inclusive,

subject of the payment claim dated:

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

Signature: _____

Date: _____

Full Name: _____

Position/Title: _____

Attachment to the Supporting Statement

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

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

Notes for Supporting Statement

Offences for False Statement

In terms of s 13(8) of the *Building and Construction Industry Security of Payment Act 1999* (NSW) a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.

SCHEDULE 29

Subcontractors' Proof of Payment Process

(Clause 7.2 (*Subcontracts*))

Day Each Month	Action	Documents Required
28th day of the month	Contractor issues Payment Claim	<ul style="list-style-type: none"> Contractor's Statement and Supporting Statement (Refer Schedule 27 (<i>Contractor's Statement</i>) and Schedule 28 (<i>Supporting Statement</i>))
10 Business Days after Payment Claim made	Principal issues Payment Statement	
15 Business Days after Payment Claim made	Principal pays Contractor	
18 Business Days after Payment Claim made	Contractor must issue Subcontractors Payments List, Accounts Payable Retention Summary and Accounts Payable Statement reconciled to the instalment Payment Amount	<ul style="list-style-type: none"> Subcontractors Payments List (Refer Attachment 1) Accounts Payable Retention Summary (Refer Attachment 2) Accounts Payable Statement for total value of completed work due for payment (Refer Schedule 24 (<i>Payment Claim for Project Works and Temporary Works</i>) and Attachment 3)
20 Business Days after Payment Claim made	Contractor must issue Payment Details and Banker's Statement no later than 5 Business Days after payment of instalment Payment Amount reconciled to Subcontractors Payments List	<ul style="list-style-type: none"> Payment Details (Refer Attachment 4) Banker's Statement evidencing payment of each item on the Accounts Payable Statement (Refer Attachment 3)

Attachment 1

Subcontractors Payments List

Project: »
 Contractor: » Contractor's »
 ABN » Bank: »
 A/C Name: »
 Date: »
 Payment Claim: » Period: »

The Contractor will pay monies to Subcontractors in accordance with this Payment List.

Subcontract Retentions (Refer Accounts Payable Retention Summary)

	<i>Amount (incl GST)</i>
Total Retentions for current period	\$ »
Less Total Retentions for previous period	\$ »
Payment to Contractor for held retentions	\$ »

Payments by Contractor to Subcontractors

	<i>Scheduled Amount (incl GST)</i>
Payments to Subcontractors (Refer Accounts Payable Statement)	\$ »
Payment to Contractor for held retentions	\$ »
Payment to Contractor	\$ »
PAYMENT OF CERTIFIED CLAIM AMOUNT	\$ »

Signed by:

Contractor

Name: »
 Signature:
 Date: »

Attachment 2

AP Retentions Summary (GST inclusive)

Contractor Name:

ABN:

Payment Claim:

Date:

Month	Trans	Invoice Date	AP Ref	Description	Total Retention	Held Retention	Released Retention	Retention Paid
Subcontractor:								
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
				Total for Subcontractor:	»	»	»	»
Subcontractor:								
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
				Total for Subcontractor:	»	»	»	»
Subcontractor:								
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
				Total for Subcontractor:	»	»	»	»
Subcontractor:								
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
				Total for Subcontractor:	»	»	»	»
Subcontractor:								
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
				Total for Subcontractor:	»	»	»	»
				Total for Project:	»	»	»	»
				»	»	»	»	»
				Total for Contractor:	»	»	»	»
				»	»	»	»	»
				Grand Totals:	»	»	»	»
				»	»	»	»	»

Attachment 3

Accounts Payable Statement

AP Ref	Subcontractor Name	Total Amount Owing
»	»	»
»	»	»
»	»	»
»	»	»
»	»	»
»	»	»
»	»	»
»	»	»
»	»	»
»	»	»

Grand Total:

Attachment 4

Payment Details

Month: »

Project: »

Contract: »

Payment
Method*

Payment
Method*

Payment
Method*

Payment
Method*

Date: »

»

»

»

Subcontractors listed on the
Supporting Statement and
Contractor's Statement

Payment
No
»

Claim

Payment
No
»

Claim

Payment
Claim No
»

Payment
Claim No
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Payment Batch Totals

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***Note:**

State in each case whether payment was by EFT, credit card, cheque or other method

PART E
TECHNICAL

SCHEDULE 30

Spares List

(Clauses 14.8 (*Spare Parts*))

	Spare Parts Item	Quantity	Unit	Rate	Amount	Comments
1.	Transformer	1	No			
2.	Temperature controller	4	No			
3.	Mini Circuit Breaker (MCB)	5	No			
4.	Resistance Temperature Detector (RTD)	5	No			
5.	Winding Temperature Indicator (WTI)	1	No			
6.	Stand off insulator	1	No			
7.	Bushing	1	No			
8.	Off-load tap switch	1	No			Included in transformer cost
9.	Moulded Case Circuit Breaker (MCCB)	1	No			
10.	Ring Main Unit (RMU)	1	No			Includes MCCB
11.	Circuit breaker	2	No			
12.	Auxiliary contact 3 position disconnecter	1	No			
13.	Voltage relay	1	No			
14.	Trip coil	2	No			
15.	Close coil	2	No			
16.	Space heater	2	No			
17.	Control switch	2	No			
18.	Protection relay	2	No			
19.	Operating handle	2	No			
20.	Fuse	10	No			
21.	Surge diverter	1	No			
22.	Single phase surge filter	1	No			
23.	PSU	1	No			

24.	Controller operator unit	1	No	
25.	Switch Disconnecter Masterpact (125 amp)	1	No	
26.	Ethernet controller	1	No	
27.	Air filter kit	10	No	
28.	Service kit	5	No	
29.	Overload relay	1	No	
30.	RCD's	1	No	
31.	LV ACB (5000 amps)	1	No	
32.	LV MCCB (1200 amps)	1	No	
33.	Isolators (400 amps)	2	No	
34.	UPS batteries	5	No	
35.	Fuse	5	No	
36.	Deluge nozzle	20	No	
37.	Control valve	2	No	
38.	Deluge valve solenoid	20	No	
39.	Auxiliary reverse flow valve CRD	3	No	
40.	Pressure reducing control sensor	10	No	
41.	Pressure switch	10	No	
42.	Pressure reducing valve kit	10	No	
43.	Smoke detector	20	No	
44.	Input module	2	No	
45.	Fire hydrant assembly	5	No	
46.	Fire extinguisher	10	No	
47.	Combined strobe sounder fire	6	No	
48.	Main Fire Indicator Panel Critical Componentry (CPU/Power Supply/Comm)	1	No	
49.	Sub-fire indicator panel	1	No	
50.	XP data gathering unit	5	No	

51.	Strobe	6	No	
52.	Output module	2	No	
53.	Master board	2	No	
54.	Splice kit	5	No	
55.	Linear heat detector cable	200	No	
56.	Position indicator sensor	5	No	
57.	Actuator	4	No	
58.	Deluge pump	1	No	
59.	Door motor	2	No	
60.	Actuator fire protection jacket	5	No	
61.	Limit switch	5	No	
62.	Linkage arm	5	No	
63.	Linkage bearing	5	No	
64.	Damper blade tip seal	2	No	
65.	Isolation valve	2	No	
66.	Flexible coupling	10	No	
67.	Rigid coupling	10	No	
68.	Check valve	2	No	
69.	Stormwater pump shaft seal primary kit	2	No	
70.	Stormwater pump shaft seal secondary kit	2	No	
71.	O-ring kit	2	No	
72.	Basic repair kit (gaskets and bearings)	1	No	
73.	Cable entrance flange	1	No	
74.	Aqueous film forming concentrate	1	No	
75.	Level sensor	2	No	
76.	Level value indicating instrument	1	No	
77.	Groundwater pump	1	No	

78.	pH probe	2	No	
79.	All spares as recommended by Water Treatment Plant supplier		No	
80.	Pumps, Blowers	1	No	
81.	Spare gearbox, motors, mixer shafts	1	No	
82.	Submersible level transmitter, level transmitter, flow transmitter	1	No	
83.	Water quality sensor	1	Item	
84.	Valves	1	No	
85.	Weatherproof LED	40	No	
86.	Interior zone LED tunnel luminaire	10	No	
87.	Threshold zone luminaire	10	No	
88.	Transition zone luminaire	10	No	
89.	MEEP phone sign	10	No	
90.	Directional exit sign	10	No	
91.	XP sign, strober & sounder	10	No	
92.	Single direction exit sign	10	No	
93.	Tunnel floodlight	20	No	
94.	Control gear module	20	No	
95.	XP sign, strober & sounder	5	No	
96.	Exit sign	5	No	
97.	Directional exit signage	5	No	
98.	Chassis	1	No	
99.	PSU	5	No	
100.	Loop controller input card	5	No	
101.	Loop termination PCB	2	No	
102.	External PTZ CCTV camera	8	No	
103.	PTZ security	8	No	

104	Camera, fixed, CCTV, AVID	8	No		
105	Core network switches components	1	No		
106	Distribution network switches	2	No		
107	Access network switches	2	No		
108	PMCS network switches	2	No		Provided by SICE - Non-Contestable Works
109	Node/repeaters	2	No		
110	Media converters	2	No		
111	Power supplies	2	No		
112	Power patch lead	2	No		
113	Comms patch leads (2m)	2	No		
114	Hard disk (RAID)	2	No		
115	CCTV PTZ keyboard controller	2	No		
116	PA annunciation desk top unit/controller	2	No		
117	PSU	2	No		
118	Hard disk drives	2	No		
119	Solid state drivers	3	No		
120	Hard disk drives	6	No		
121	Switches	2	No		
122	ISLUS (Type B)	5	No		
123	ISLUS controller	5	No		
124	ISLUS PSU	5	No		
125	TMS	5	No		
126	TMS controller	5	No		
127	TMS PSU	6	No		
128	VMS LED display panel	10	No		
129	Beacon	3	No		
130	Display panel PSU	2	No		
131	De-humidifier PSU	2	No		

132	Controller PSU and gantry lighting	2	No	
133	Sign controller	3	No	
134	Heat exchanger	5	No	
135	Surge protector	5	No	
136	Battery	5	No	
137	Battery charger	5	No	
138	Modem	5	No	
139	Group controller	3	No	
140	Facility switch	2	No	
141	CMS controller	2	No	
142	CMS motor	2	No	
143	CMS beacon	5	No	
144	Surge protector	6	No	
145	Marshalling board	2	No	
146	Group controller	2	No	
147	Facility switch	2	No	
148	PSU controller	2	No	
149	BLS LED	2	No	
150	Isolator	2	No	
151	Warning beacon	4	No	
152	Over Height detection transmitter	4	No	
153	Over Height detection receiver	4	No	
154	Stop Signal LED	4	No	
155	Metal sound projector	5	No	
156	Box junction	4	No	
157	Tunnel horn	4	No	
158	Bi directional sound projector	4	No	
159	Remote call station	2	No	

160	Network controller	2	No		
161	Audio server	2	No		
162	Boom gate service kit	4	No		
163	Boom gate booms	2	No		
164	Repeater translator	2	No		
165	Tunnel amplifier	2	No		
166	UHF receiver multicoupler	2	No		
167	FM/FM receiver multicoupler	2	No		
168	AM antenna	2	No		
169	RF antenna monitor	2	No		
170	Lightning protector	2	No		
171	RFOF spares	2	No		
172	Operator console	1	No		
173	O&M switch	1	No		
174	PLC	2	No		
175	PSU	2	No		
176	Master optical network signal converter	1	No		
177	Remote optical network signal converter	1	No		
178	DAB power amplifier	1	No		
179	MET phone external	2	No		
180	MET desk phone	2	No		
181	MET phone egress	2	No		
182	MET & fire phone combined	2	No		
183	MET phone - flush wall	2	No		
184	Fireman's phone - desk	1	No		
185	Fireman's phone - rugged	2	No		
186	Air velocity monitor	2	No		

187	Control unit	2	No	
188	CO, NO, NO2 & visibility monitor	2	No	
189	In-tunnel CO, NO, NO2 sensors	2	No	
190	In-tunnel NO2 sensors	2	No	
191	In-tunnel air velocity sensors	2	No	
192	Air quality evaluator units	2	No	
193	Air velocity evaluator units	2	No	
194	Ambient air quality CO sensors	2	No	
195	Ambient air quality NO sensors	2	No	
196	Ambient air quality NO2 sensors	2	No	
197	Ambient air quality PM10/PM2.5 sensors	2	No	
198	Motorised fire and smoke damper	2	No	
199	Fire damper fusible link	10	No	
200	Volume control dumper	2	No	
201	Differential pressure transducer	2	No	
202	Wall mounted temperature sensor	2	No	
203	Duct probe smoke detector	2	No	
204	Hydrocarbon sensor	2	No	
205	Damper actuator	2	No	
206	Fire and smoke spring return actuator	2	No	
207	Thermoelectric tripping device	2	No	
208	Limit switch	2	No	
209	Empty RSC cabinet only	3	No	
210	Air conditioning unit	3	No	
211	Control panel	2	No	
212	Control card (up to 30 kW)	2	No	
213	Sensor input card	2	No	
214	Extended relay card	2	No	

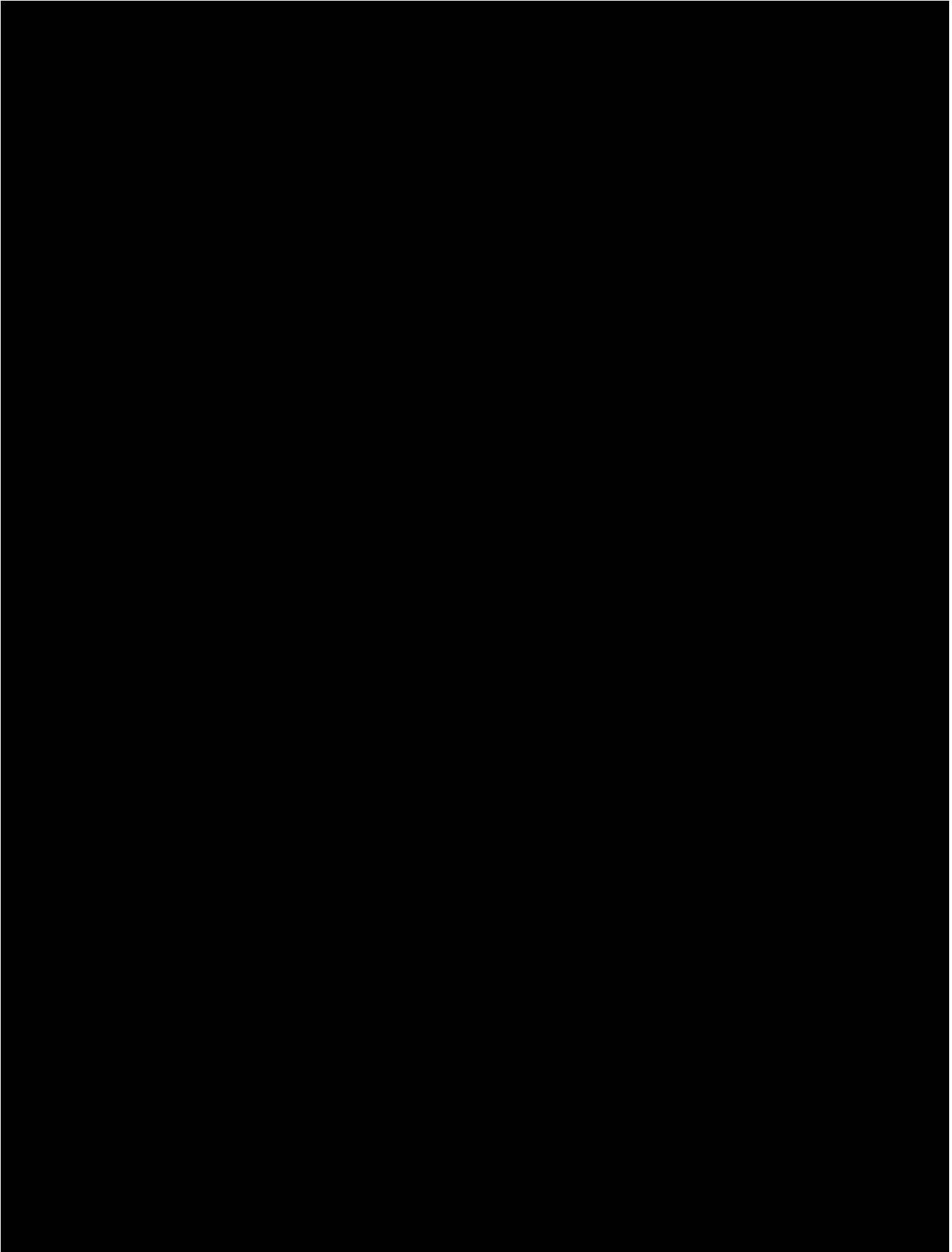
215	Thermistor card	2	No		
216	DC Supply MCB	2	No		
217	Capacitor	2	No		Individual Capacitors Not Available
218	Fan heatsink	2	No		
219	Rectifier (up to 75kW)	2	No		
220	Switch disconnecter	2	No		
221	Jet fan complete	2	No		
222	Axial fan (Arncliffe Exhaust)	1	No		Arncliffe Exhaust fan
223	PLC chassis	2	No		from SICE
224	PLC controllers / master PLC	2	No		from SICE
225	PLC I/O modules (RIO)	4	No		from SICE
226	PLC redundancy modules	2	No		from SICE
227	PLC comms/network modules	2	No		from SICE
228	PLC display modules	2	No		from SICE
229	PLC power supply modules	2	No		from SICE
230	Heat pump	2	No		
231	Outdoor condenser	2	No		
232	AC unit	2	No		
233	Control box	1	No		
234	Switch	1	No		Schneider Electric Harmony XB4 2 Position Selector Switch Head
235	Variable Speed Drive	1	No		
236	Power monitor	1	No		Schneider Electric PM5000 LCD Digital Power Meter
237	Fan	1	No		
238	Panel	1	No		
239	Access module	2	No		
240	Button	2	No		Weatherproof Push Button Switch

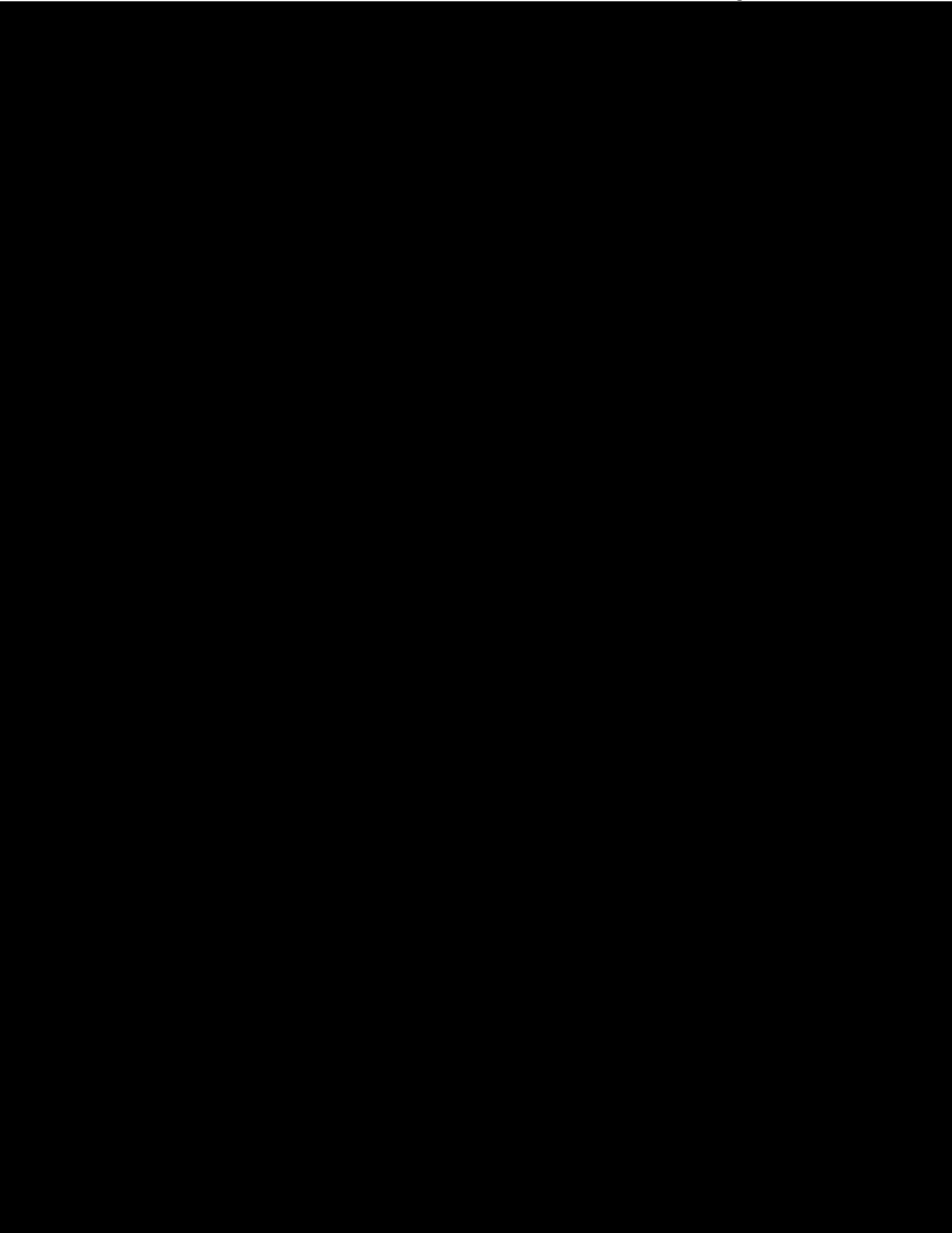
241	Card reader	5	No		
242	Controller	5	No		
243	Glass	1	No		Green Break Glass Call Point
244	Keypad	1	No		External Keypad with Smart-Card reader
245	Small sized road signs	2	No		
246	Cable tray, 6m length	40	No		
247	Fire deluge/hydrant main pipe, 6 metre length	40	No		
248	Standard panel	20	No		
249	XP Valance panel	10	No		
250	Non Standard panels	5	No		
251	Architectural panel framing	50	No		
252	Crash cushion	1	No		
253	Pit lids/grates	5	No		
254	Dewatering (Screw Press) Spares	1	No		
255	Sleeve	5	No		
256	Grooved Ring	10	No		
257	Ring Segment	40	No		
258	Sealing	5	No		
259	Flat Jet Nozzle	100	No		
260	Sealing Cord	1	No		
261	Scraper Lip	6	No		
262	Balance Tank Blower	1	No		
263	Pre-Reaction Tank Mixer	1	No		
264	DAF Scraper Motor	4	No		
265	Sludge Tank Mixer	1	No		
266	Screw Press Drive Motor	1	No		
267	DAF Polymer Mixer	2	No		

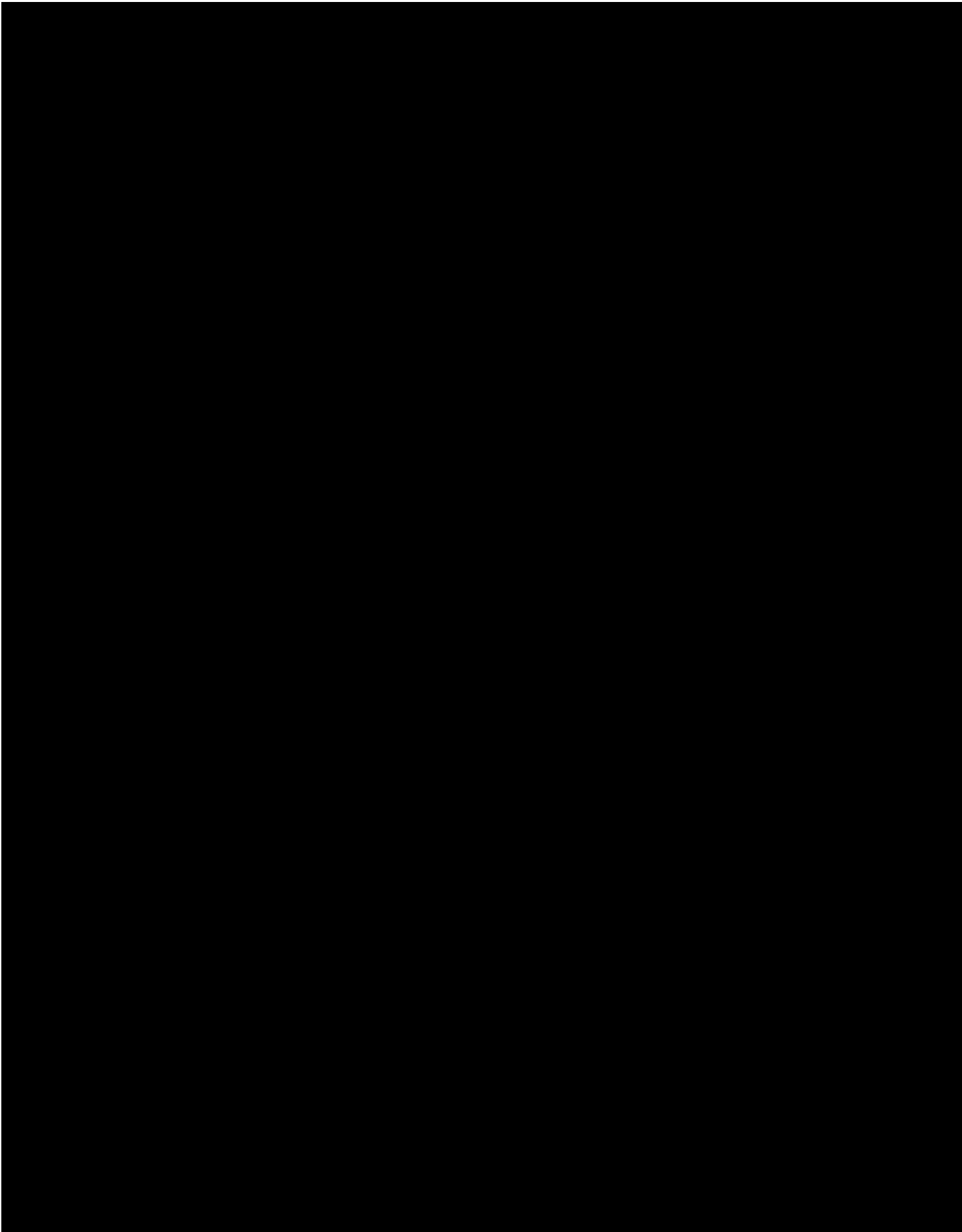
268	Screw Press Polymer Mixer	1	No		
269	Inlet TSS Probe	3	No		
270	Balance Tank Level Instrument	2	No		
271	DAF Feed Flowmeter	2	No		
272	DAF Outlet Turbidity Monitor	2	No		
273	Sludge Hopper Level Instrument	2	No		
274	Pump-Well Level Instrument	2	No		
275	DAF Discharge Flowmeter	2	No		
276	Sludge Tank Level Instrument	2	No		
277	Screw Press Inlet Presssure Transducer	2	No		
278	DAF HydraBlend Level Instrument	2	No		
279	Screw Press HydraBlend Level Instrument	2	No		
280	Caustic Level Instrument	2	No		
281	Coagulant Level Instrument	2	No		
282	WWTP floor sump float pump	2	No		
283	Total				

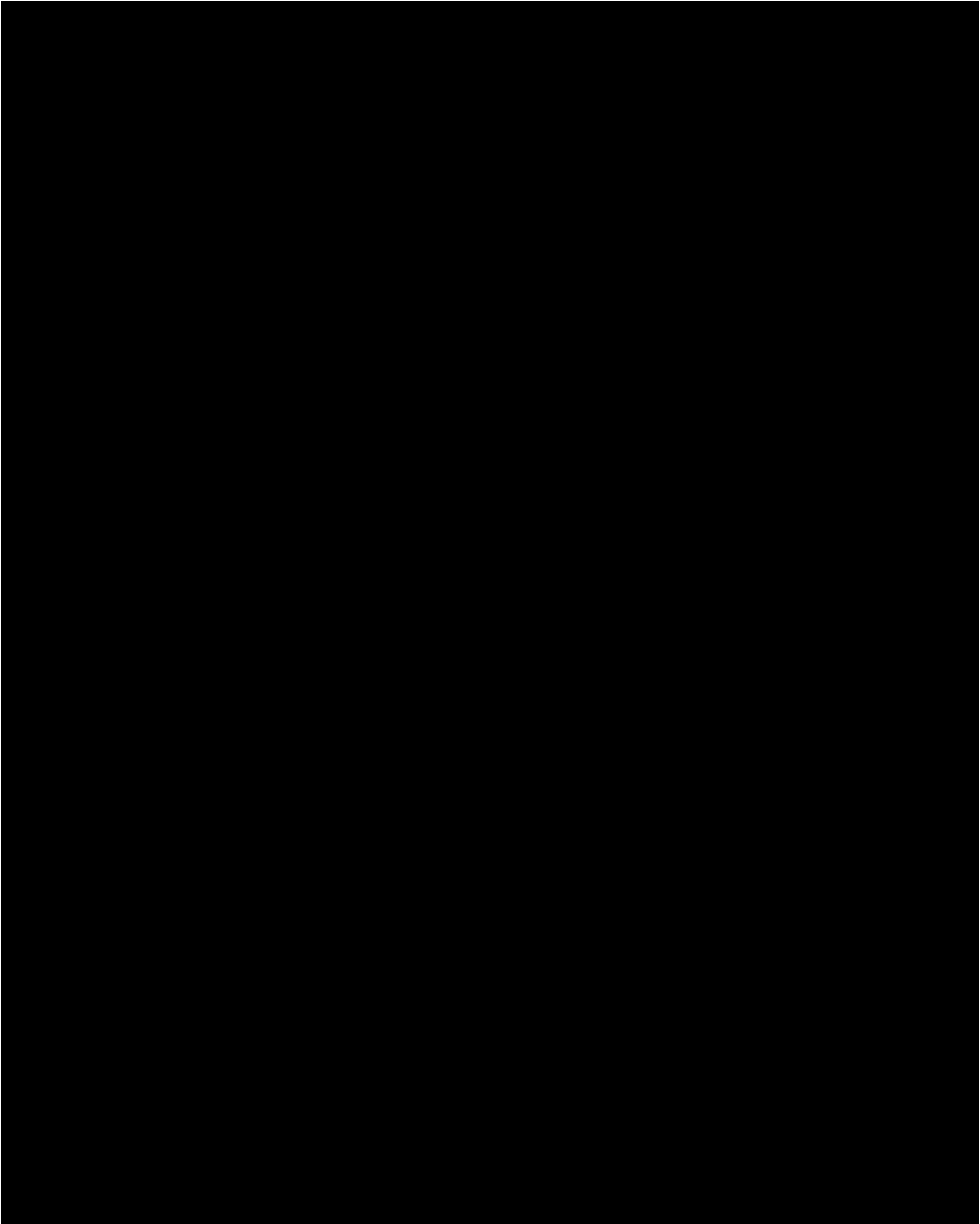
SCHEDULE 31

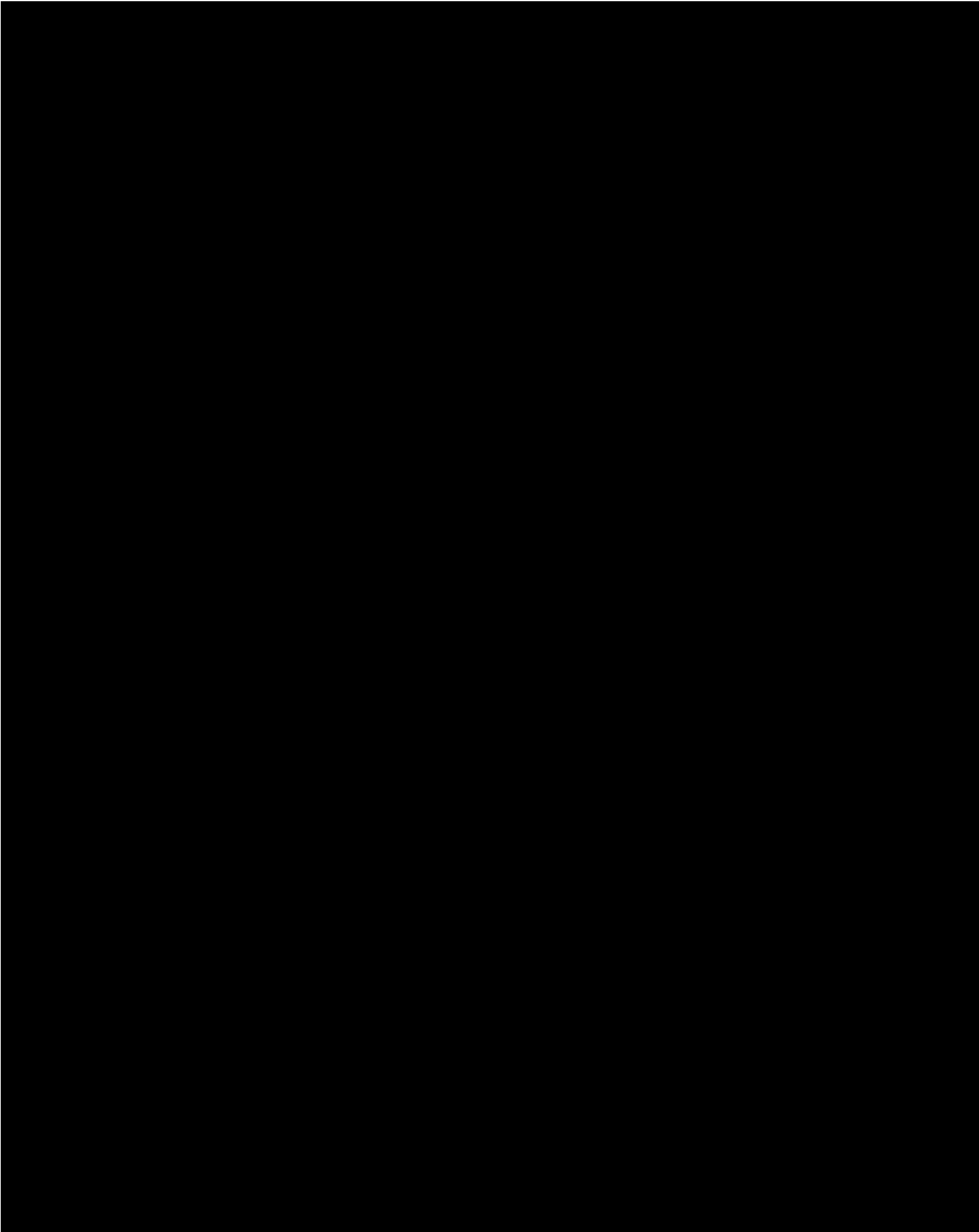
WestConnex Integration Schedule

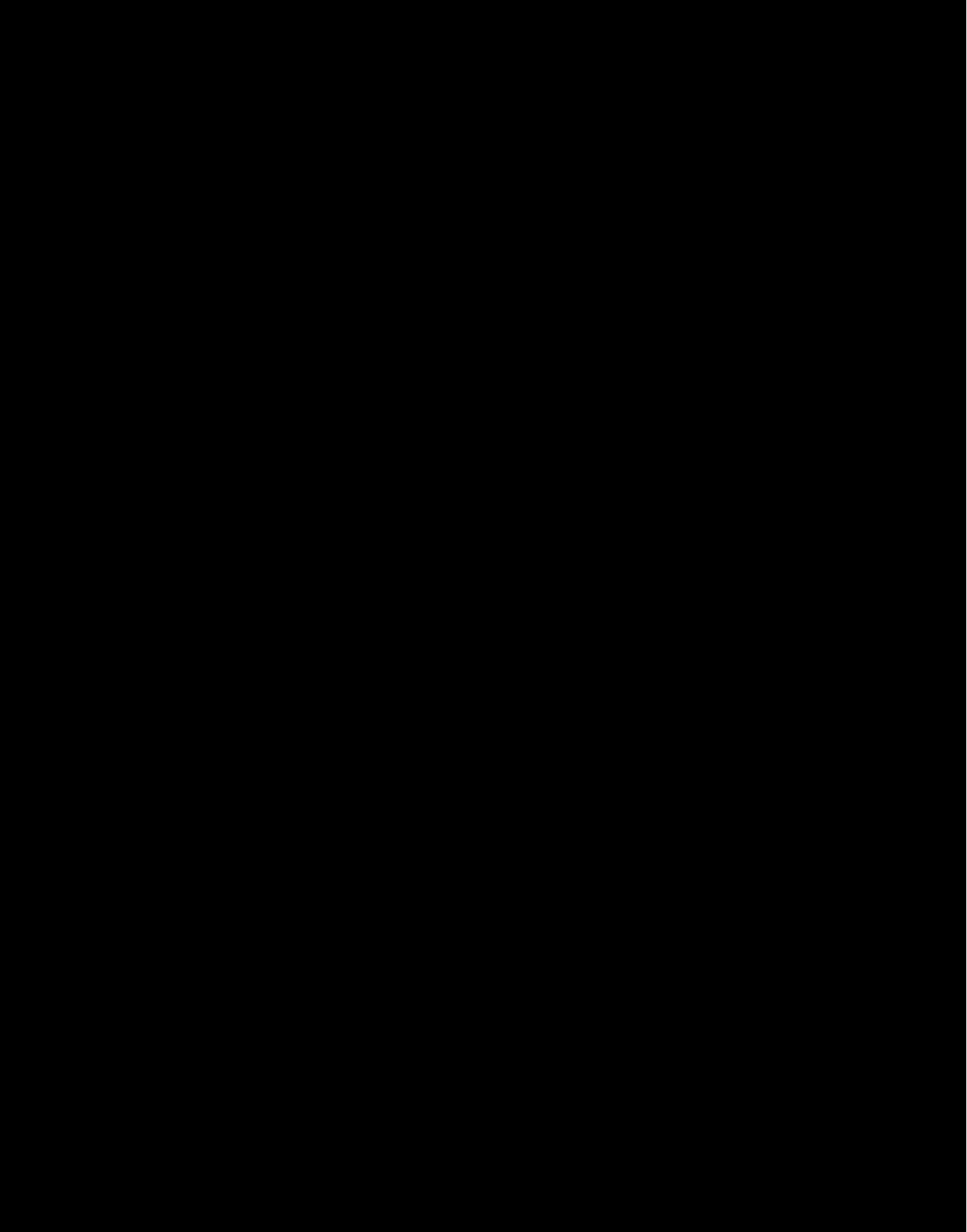


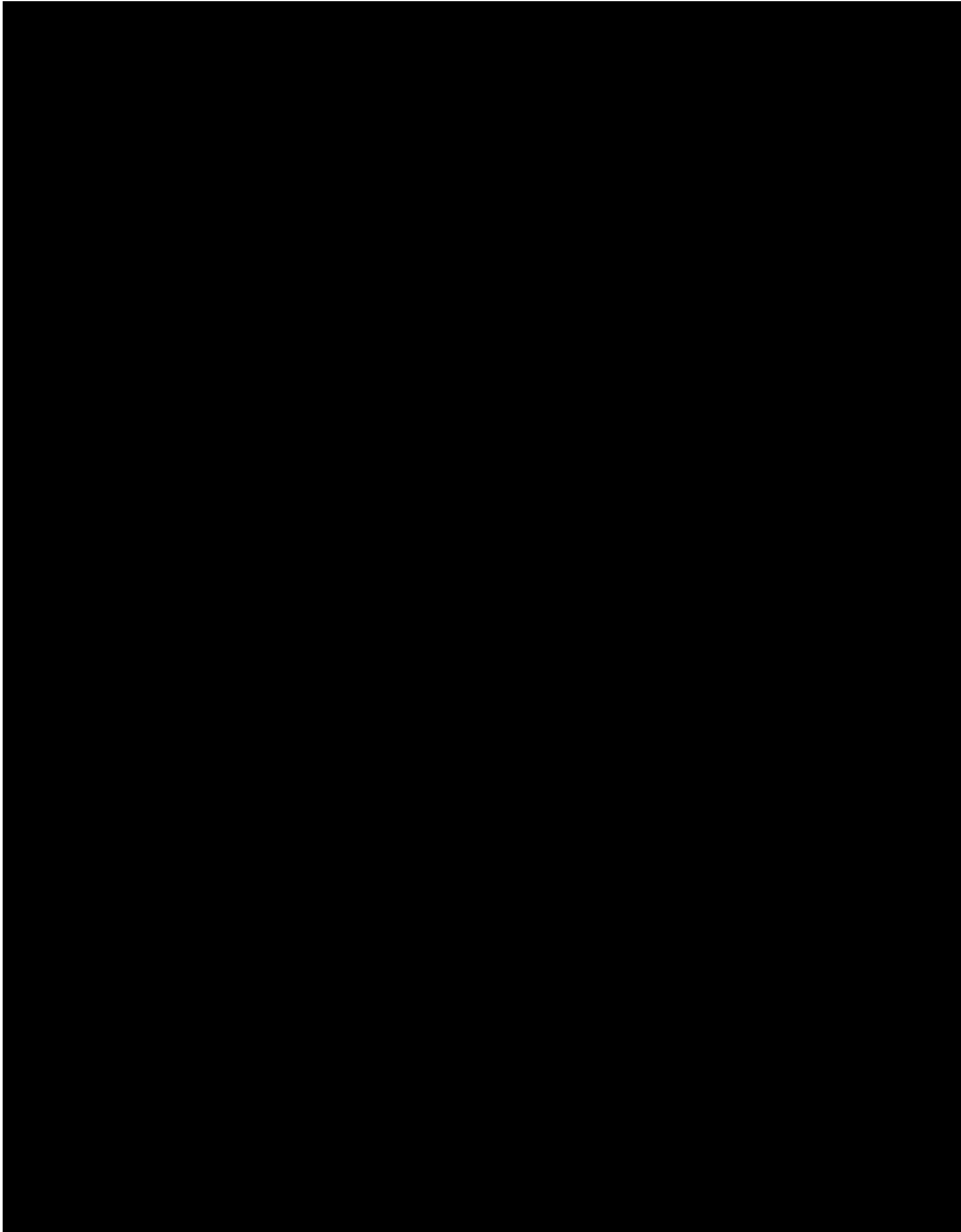


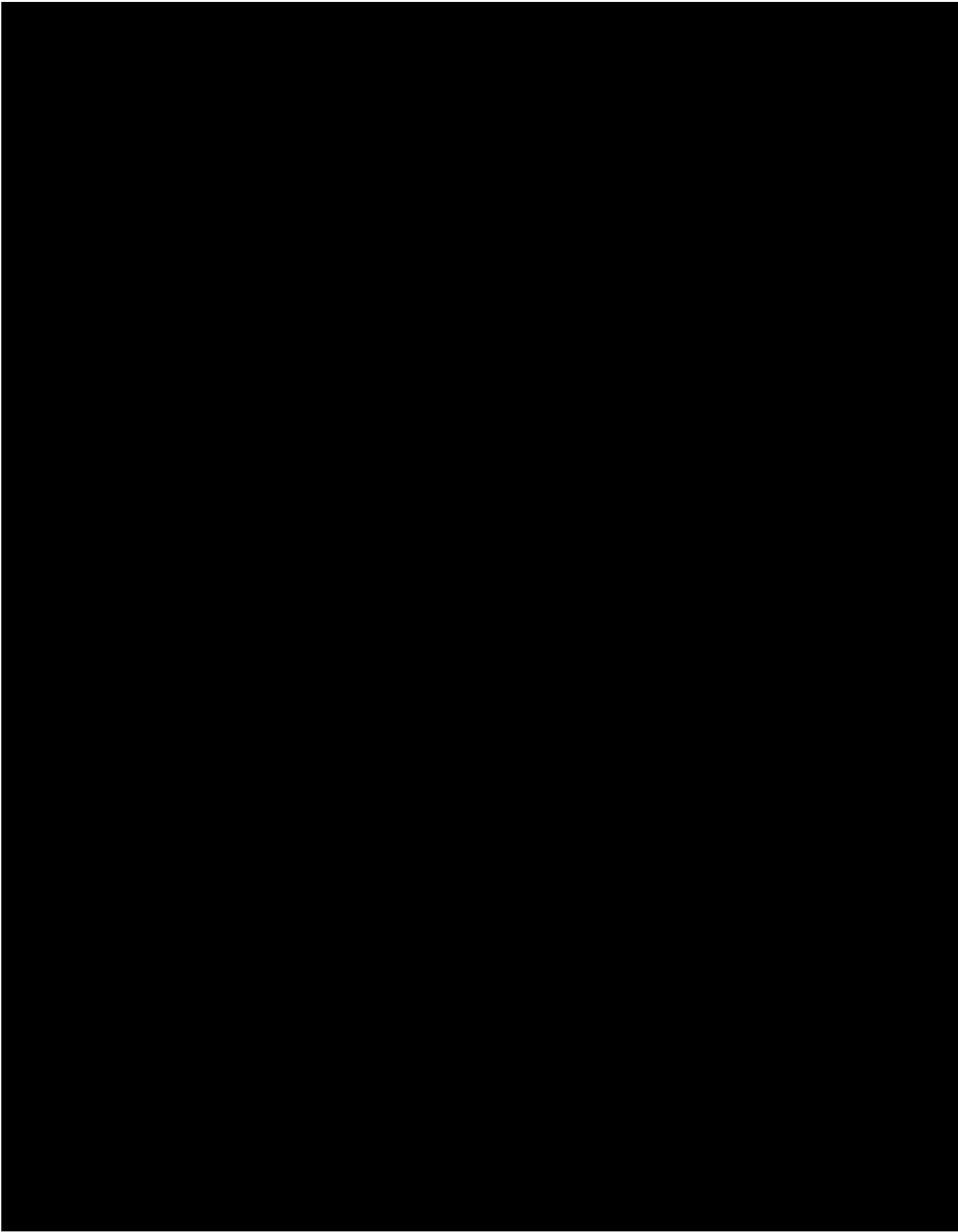


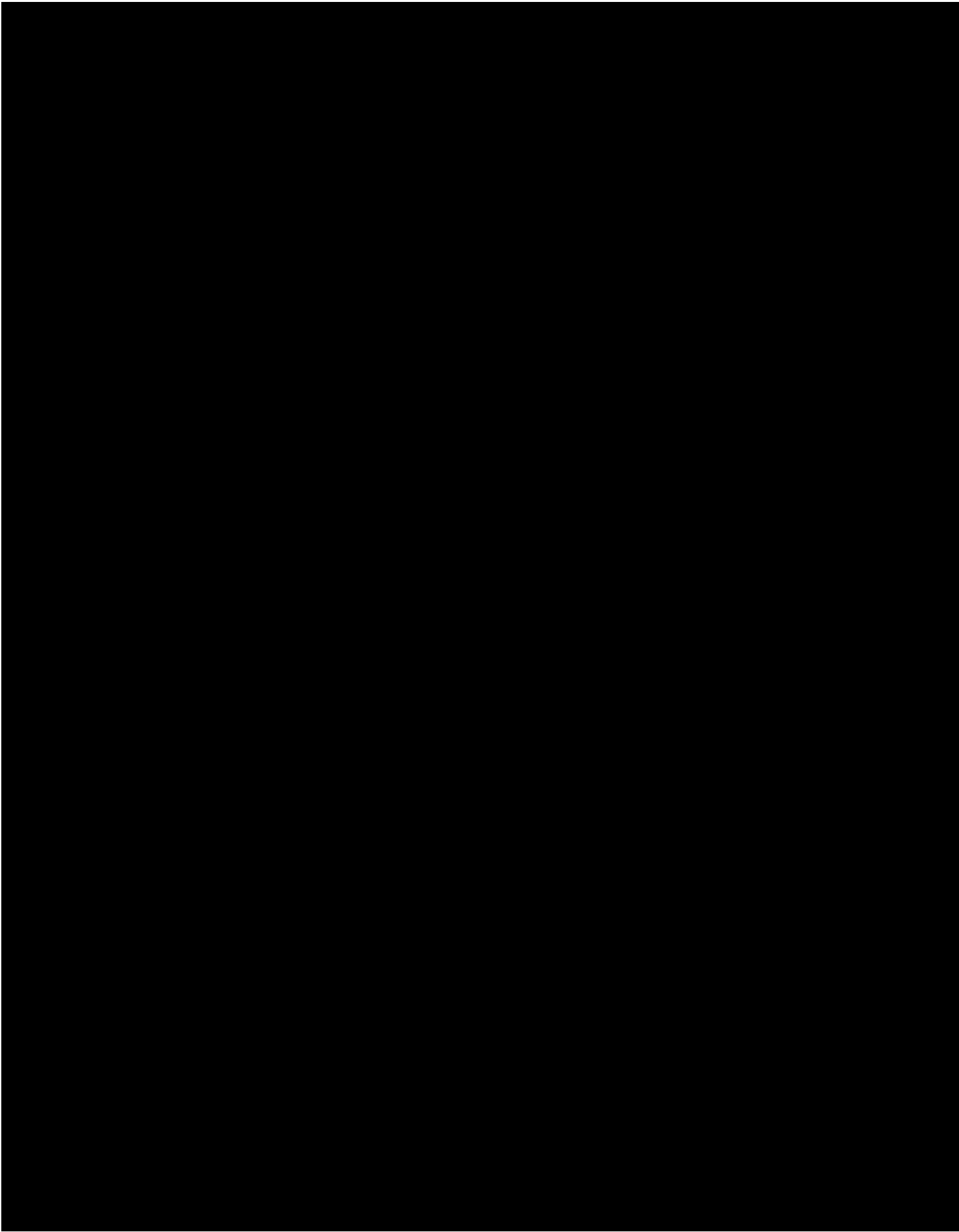


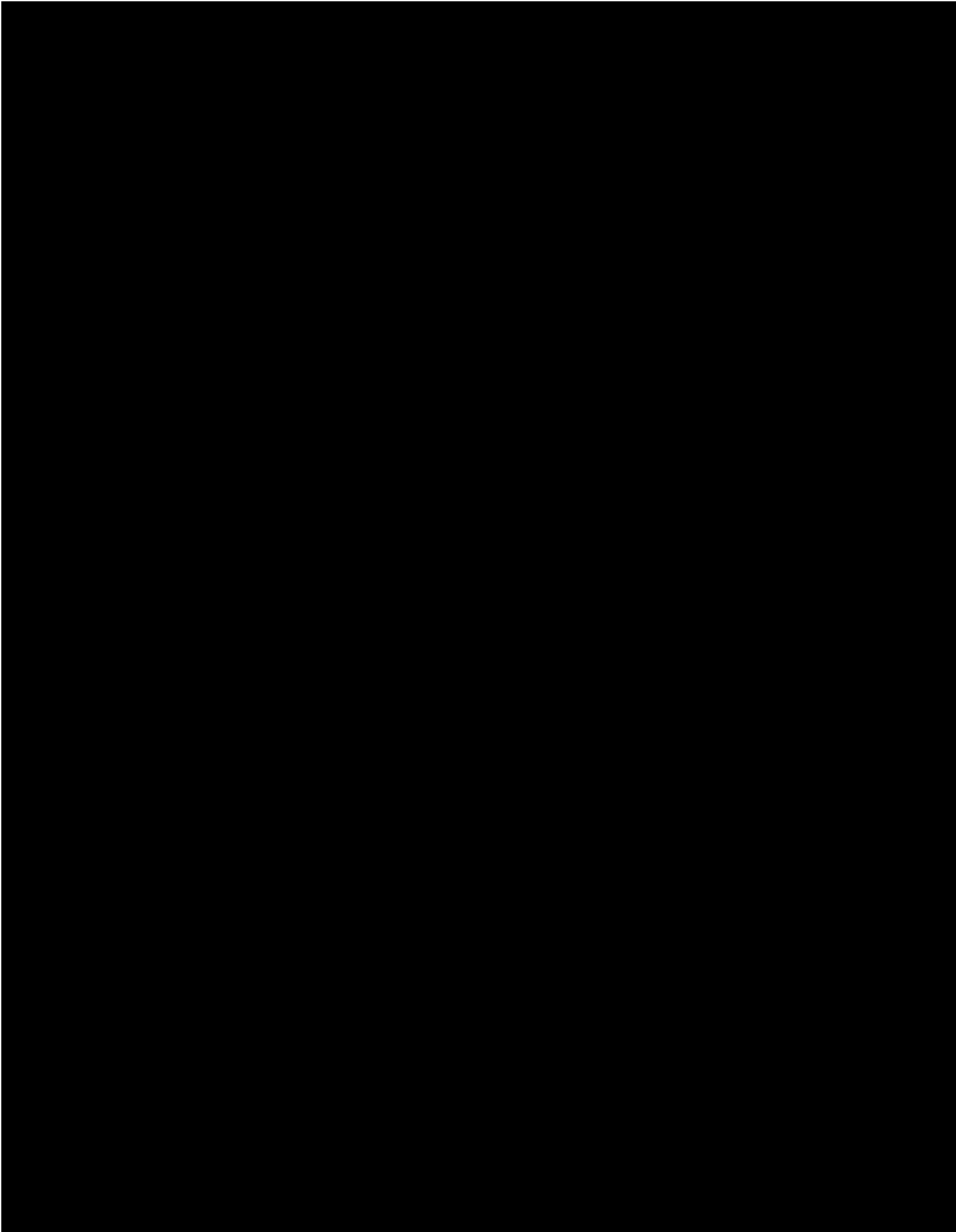


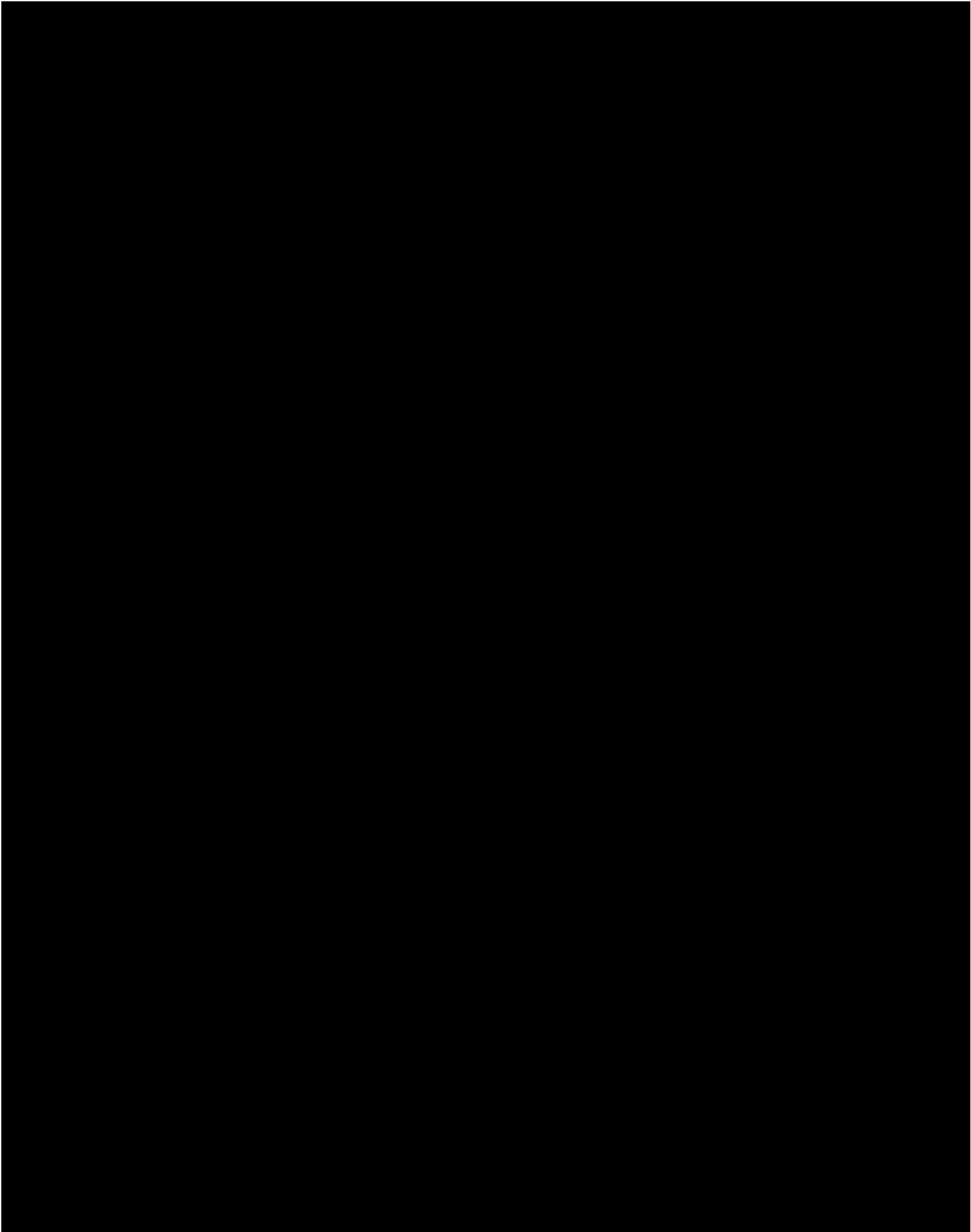


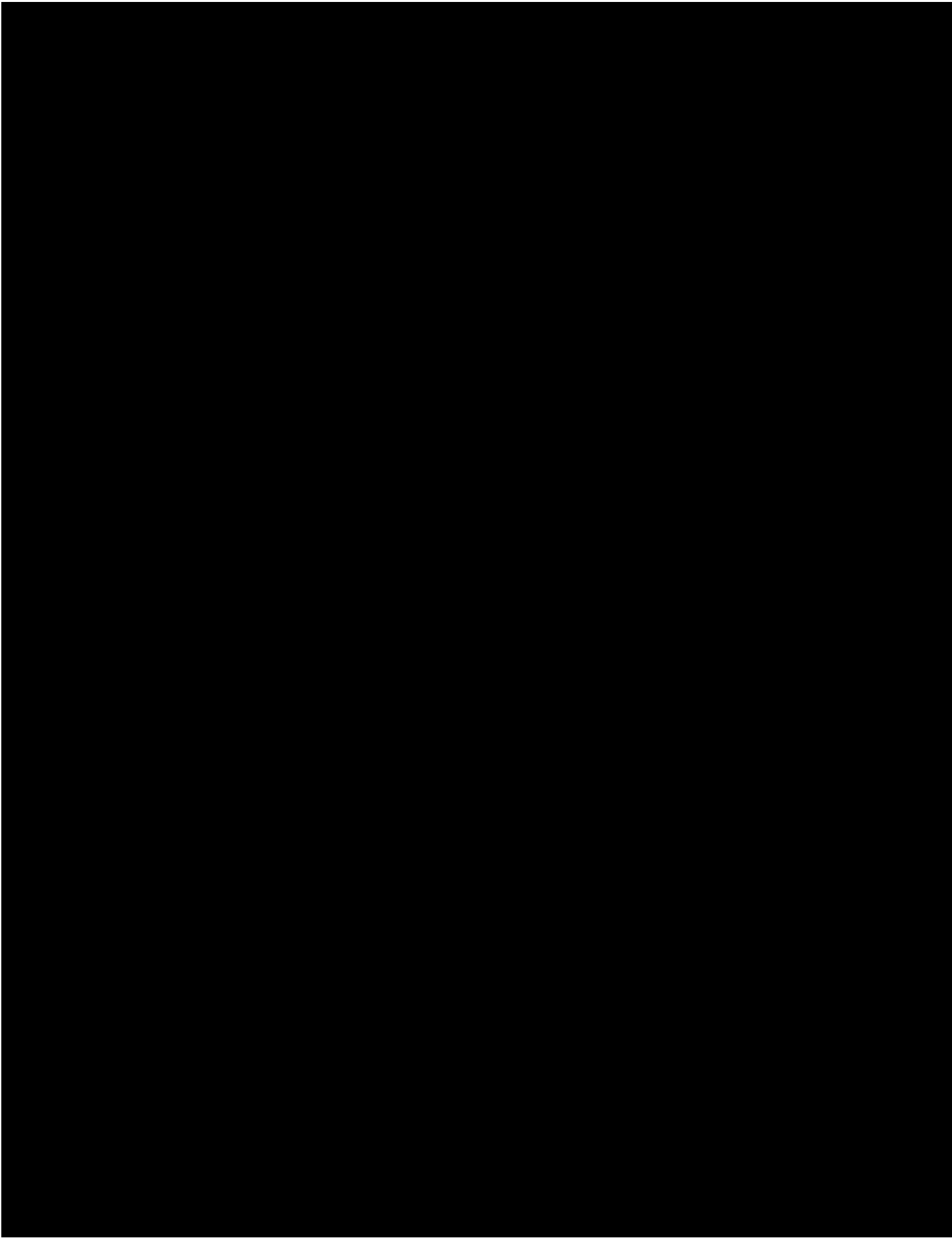


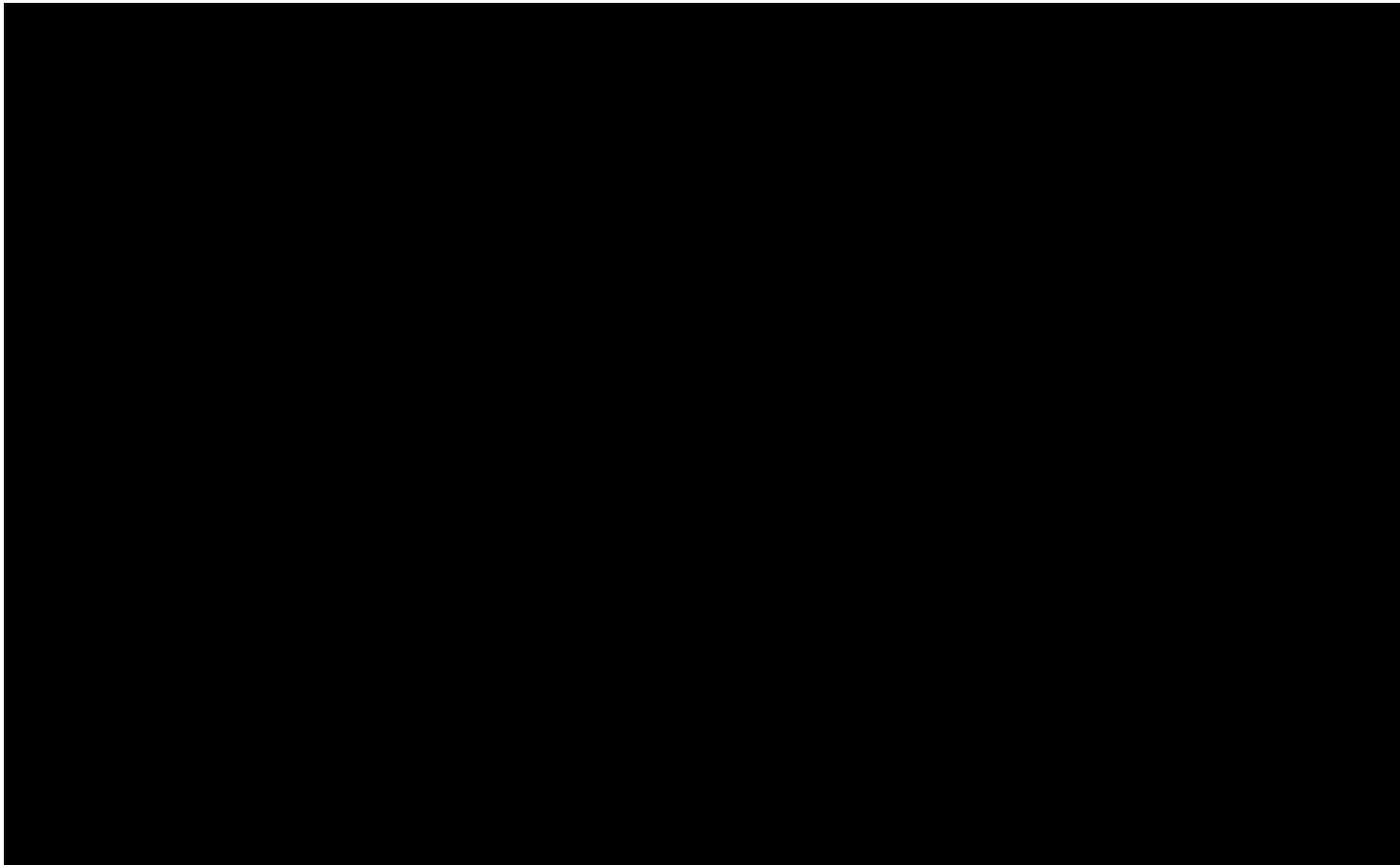


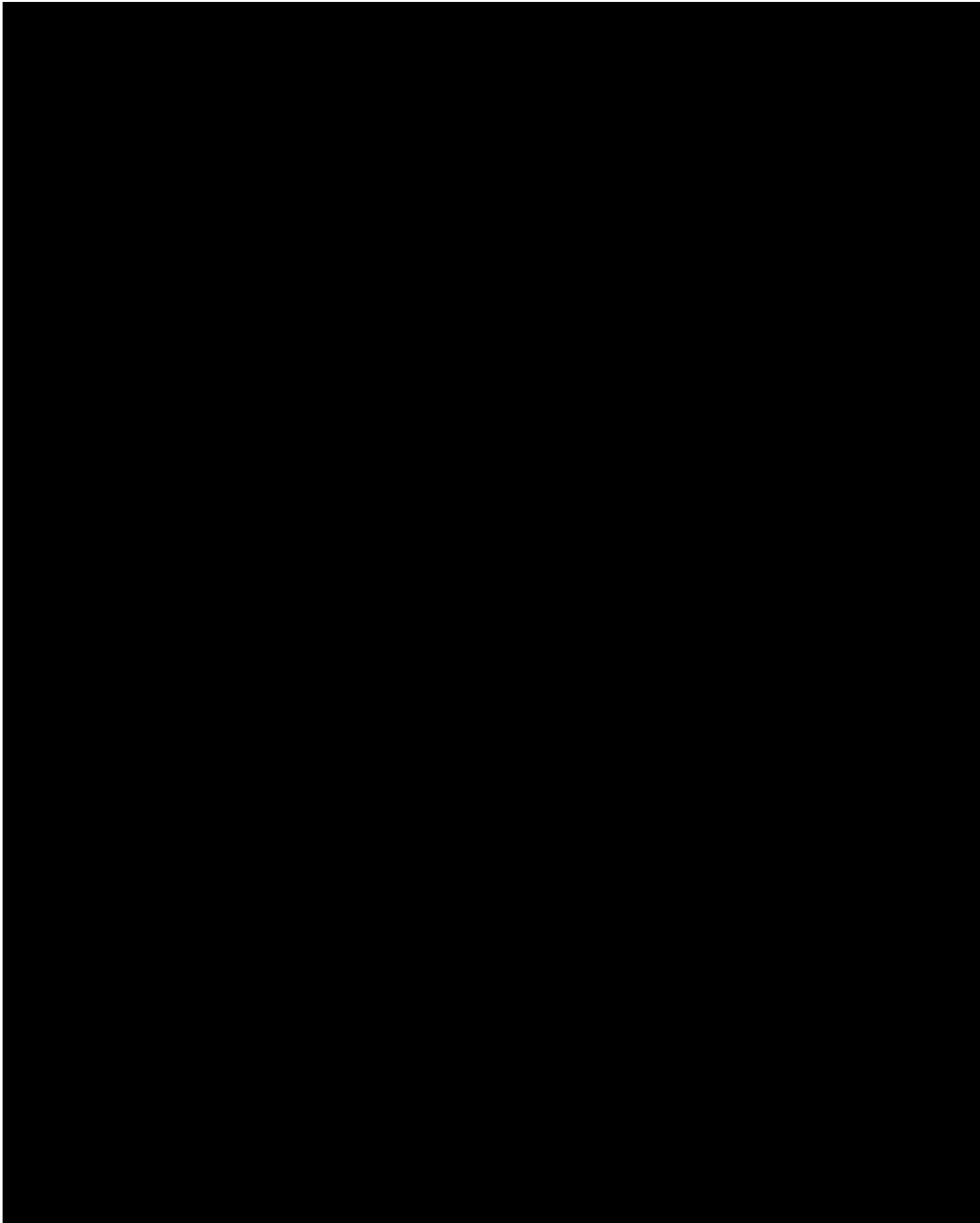


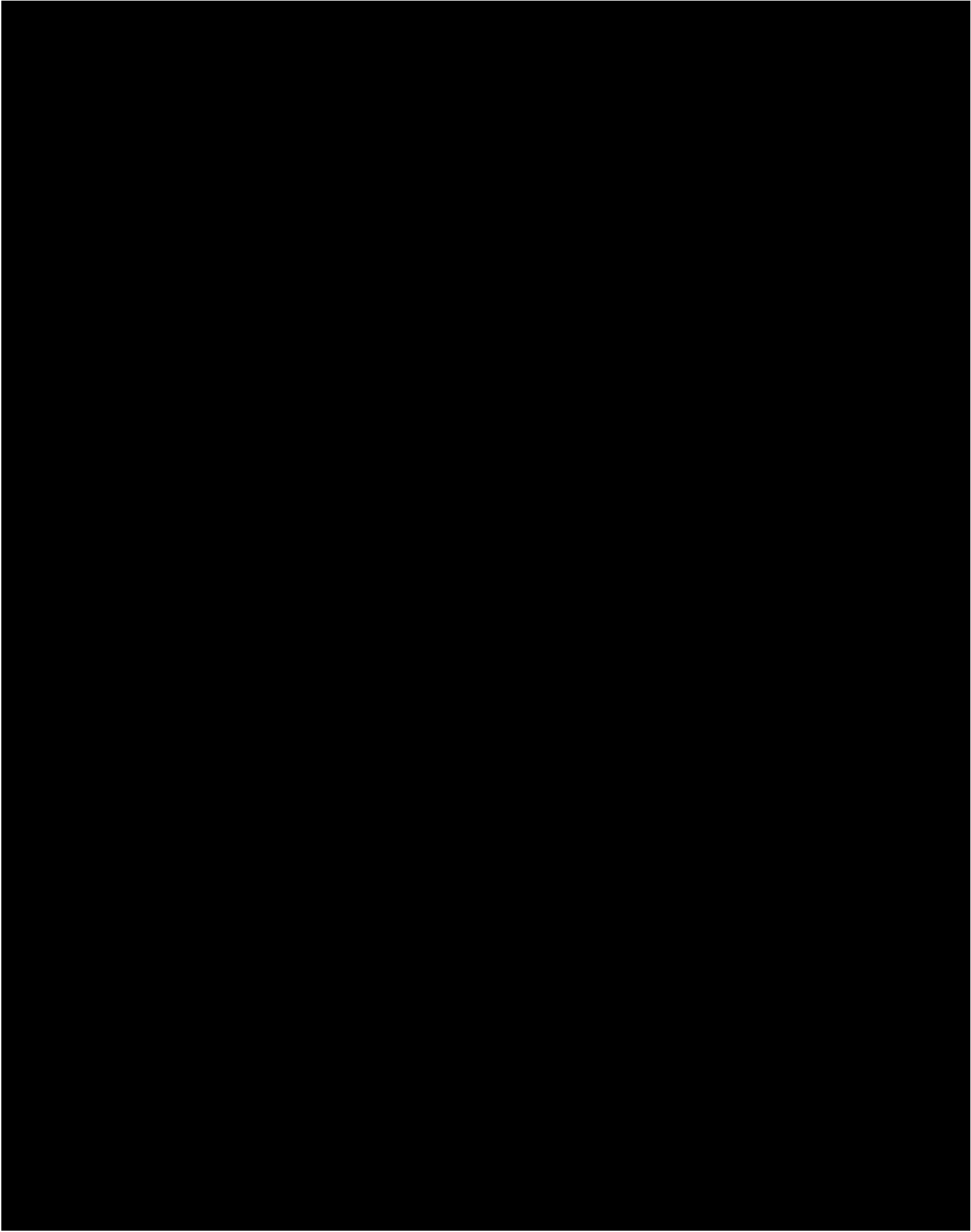


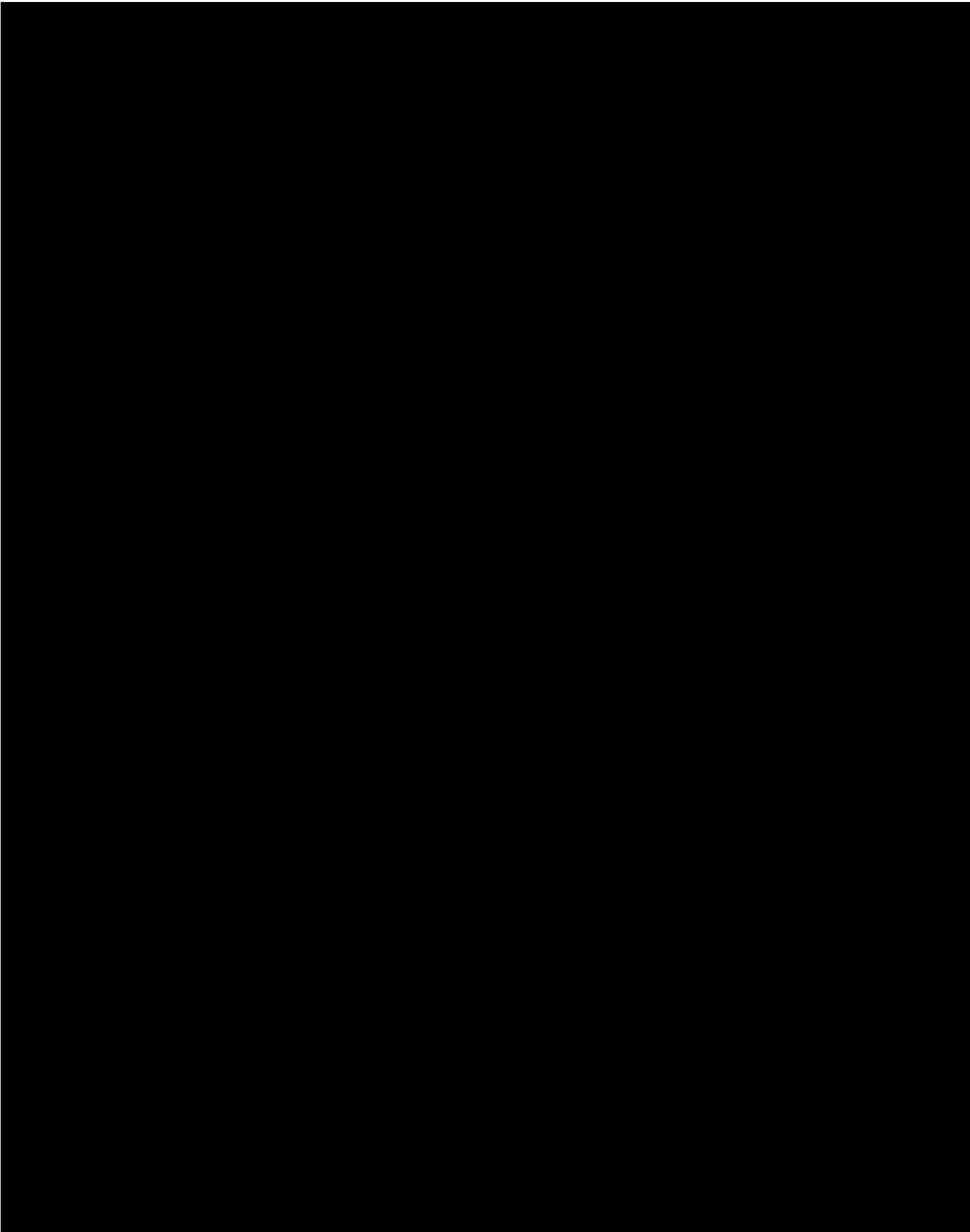


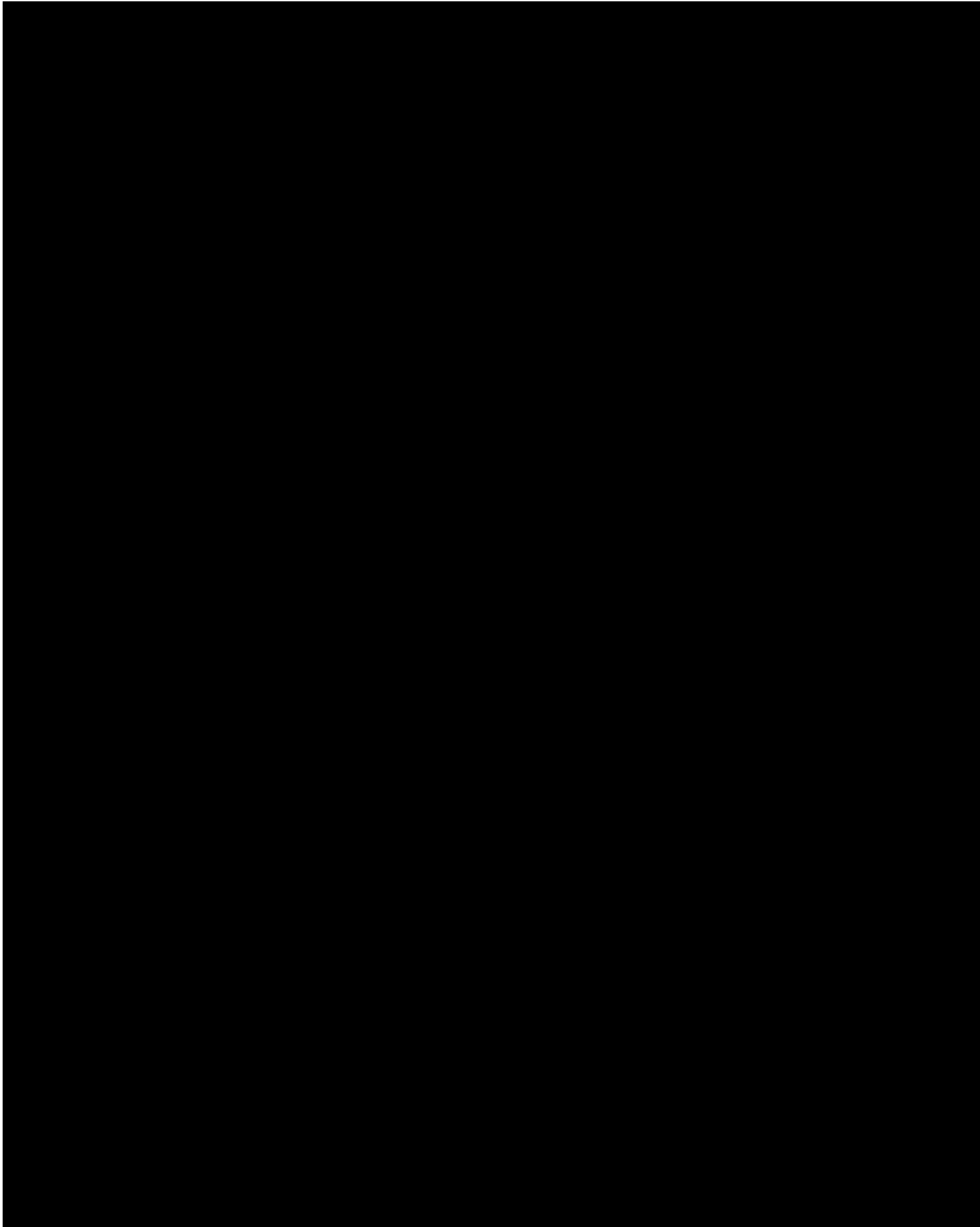


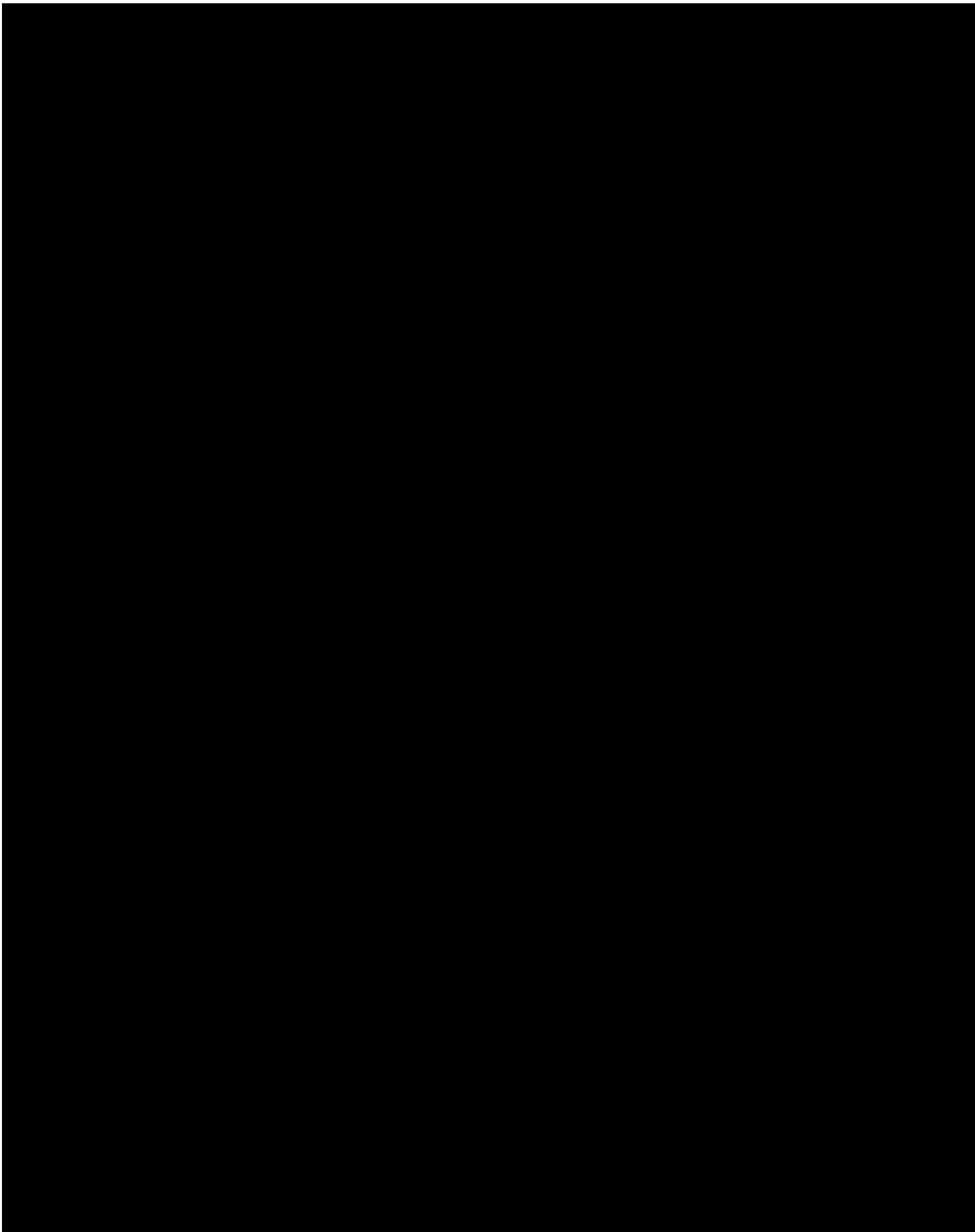


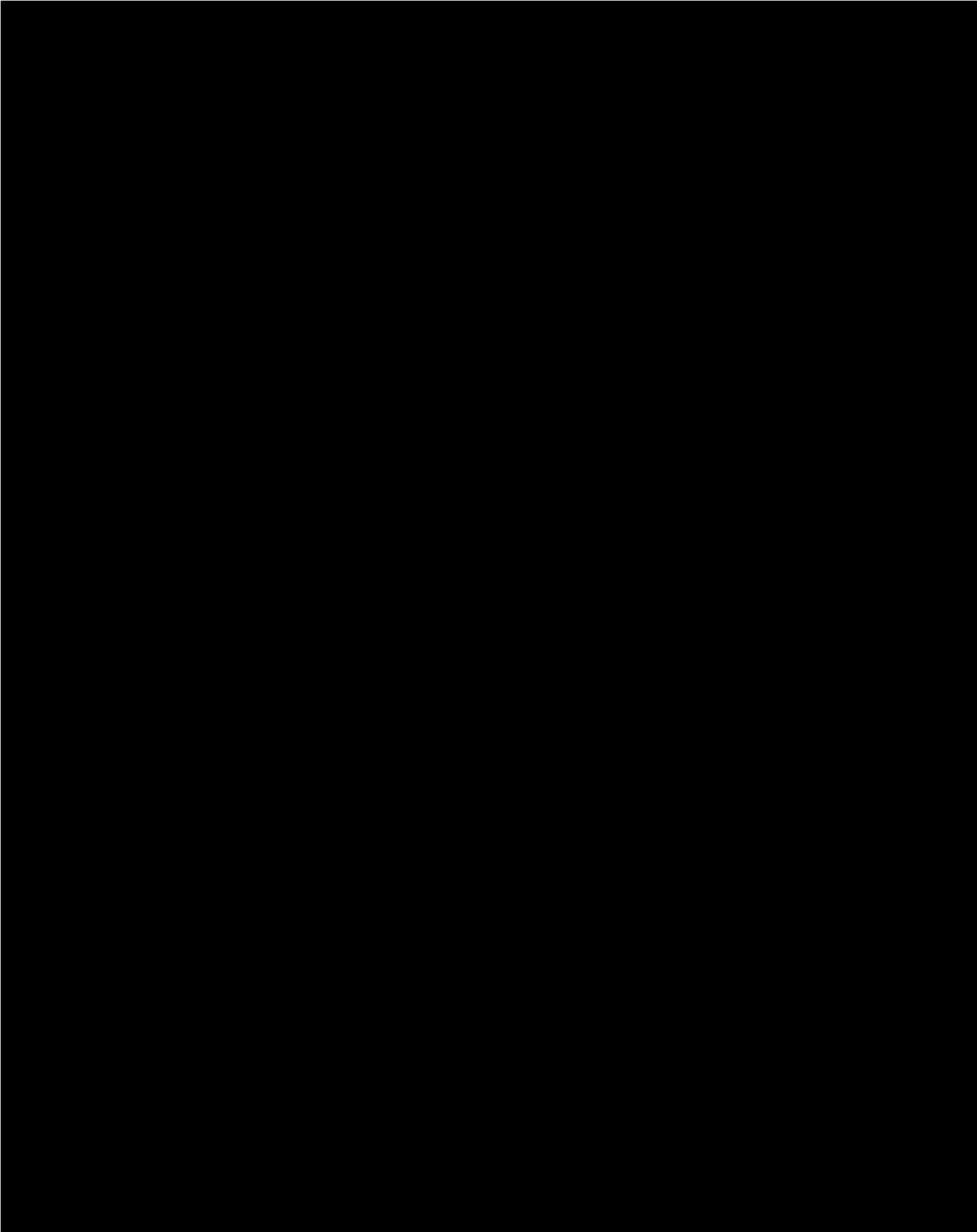


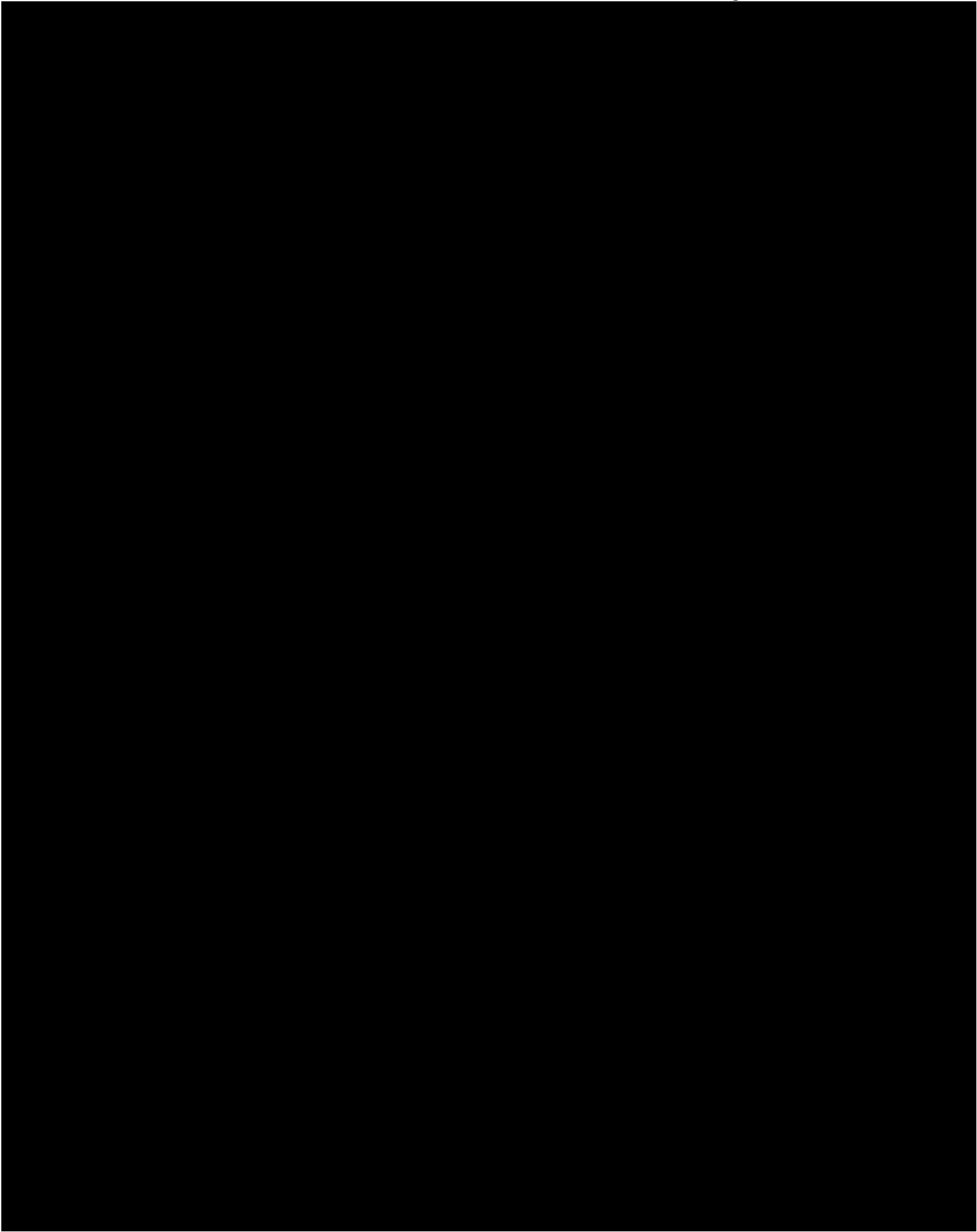


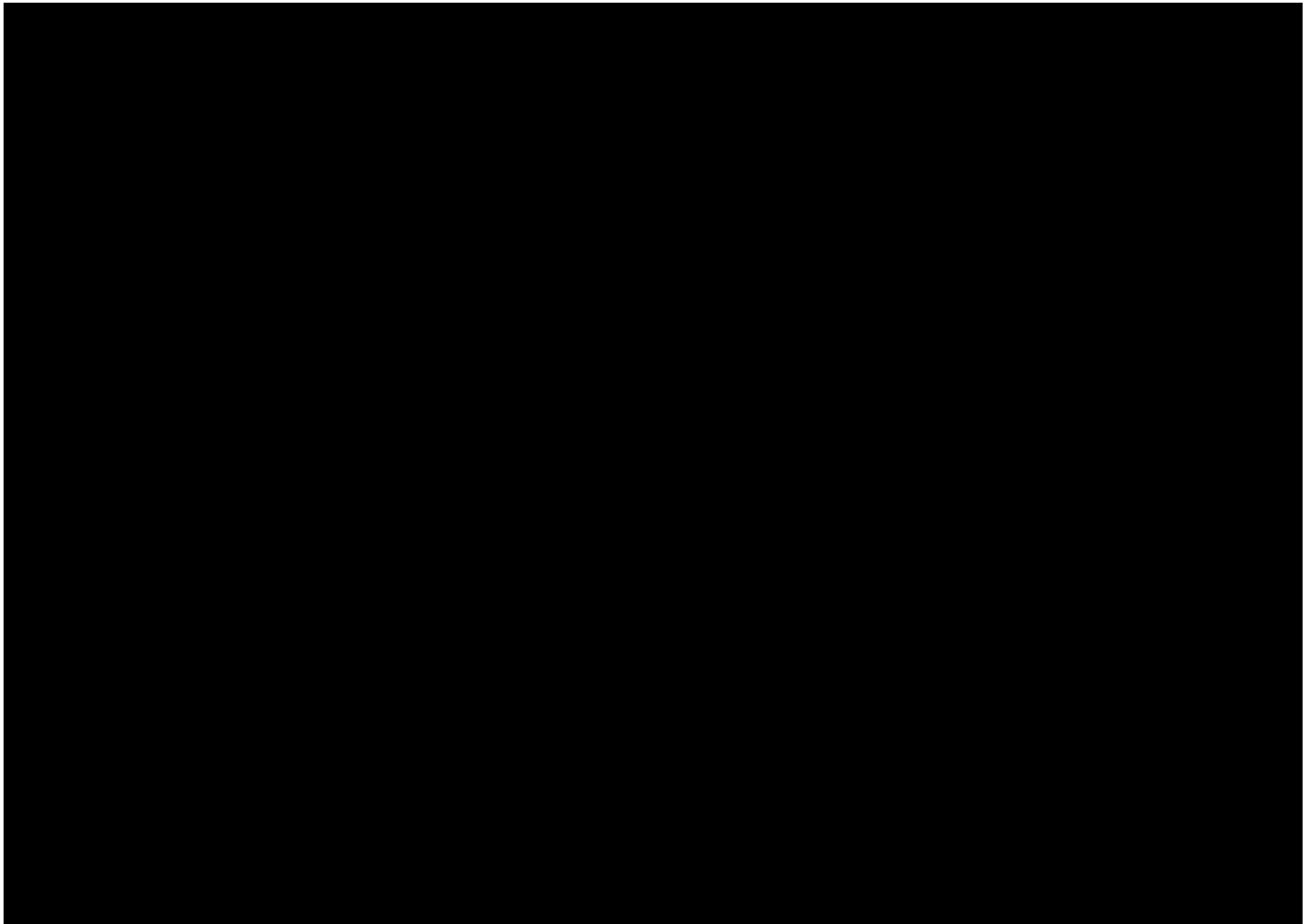


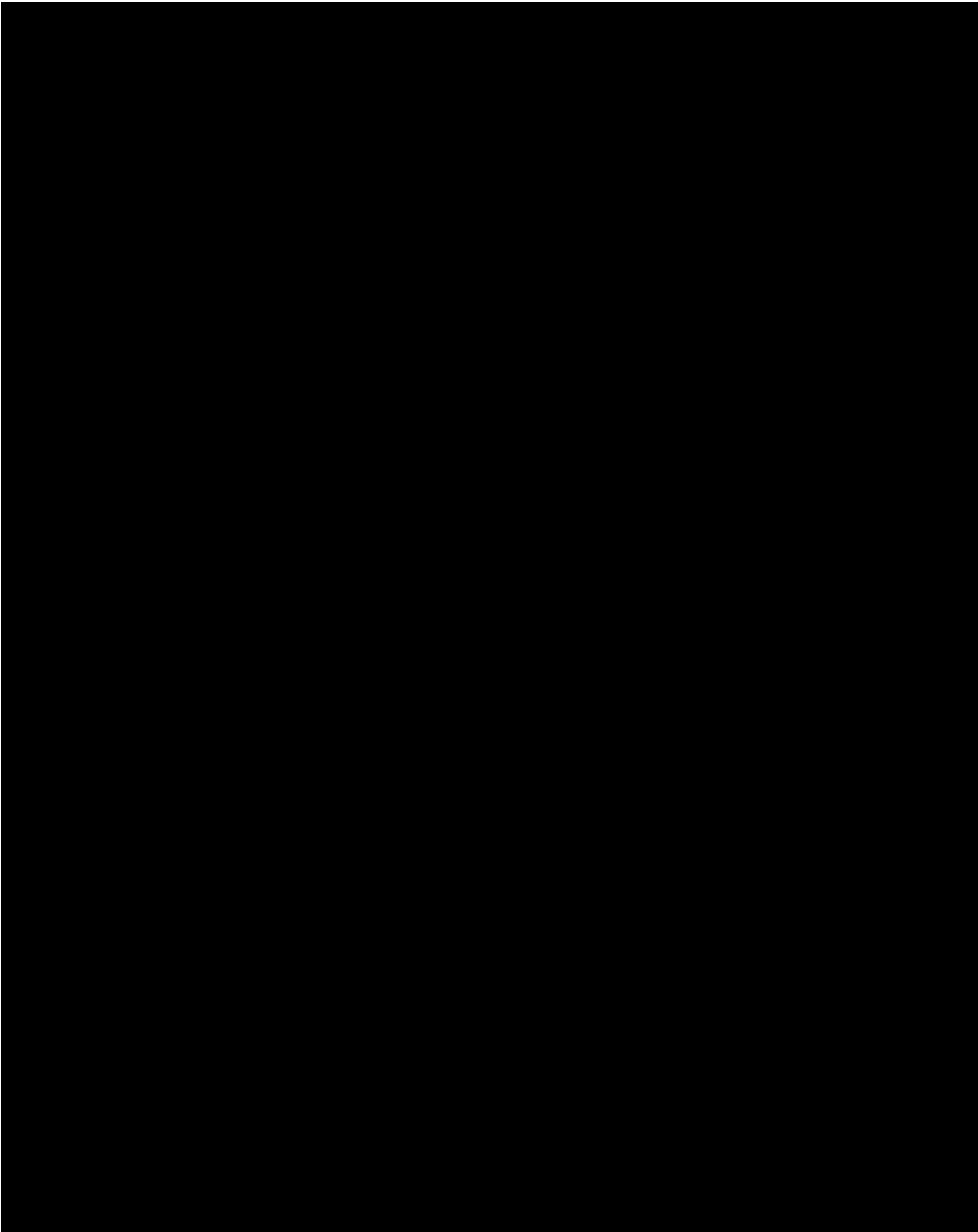


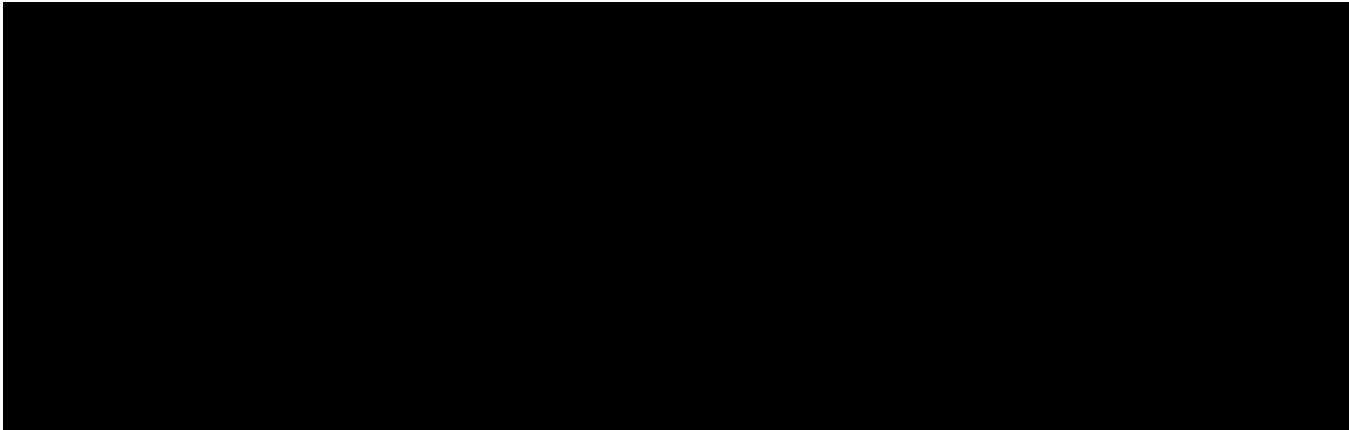


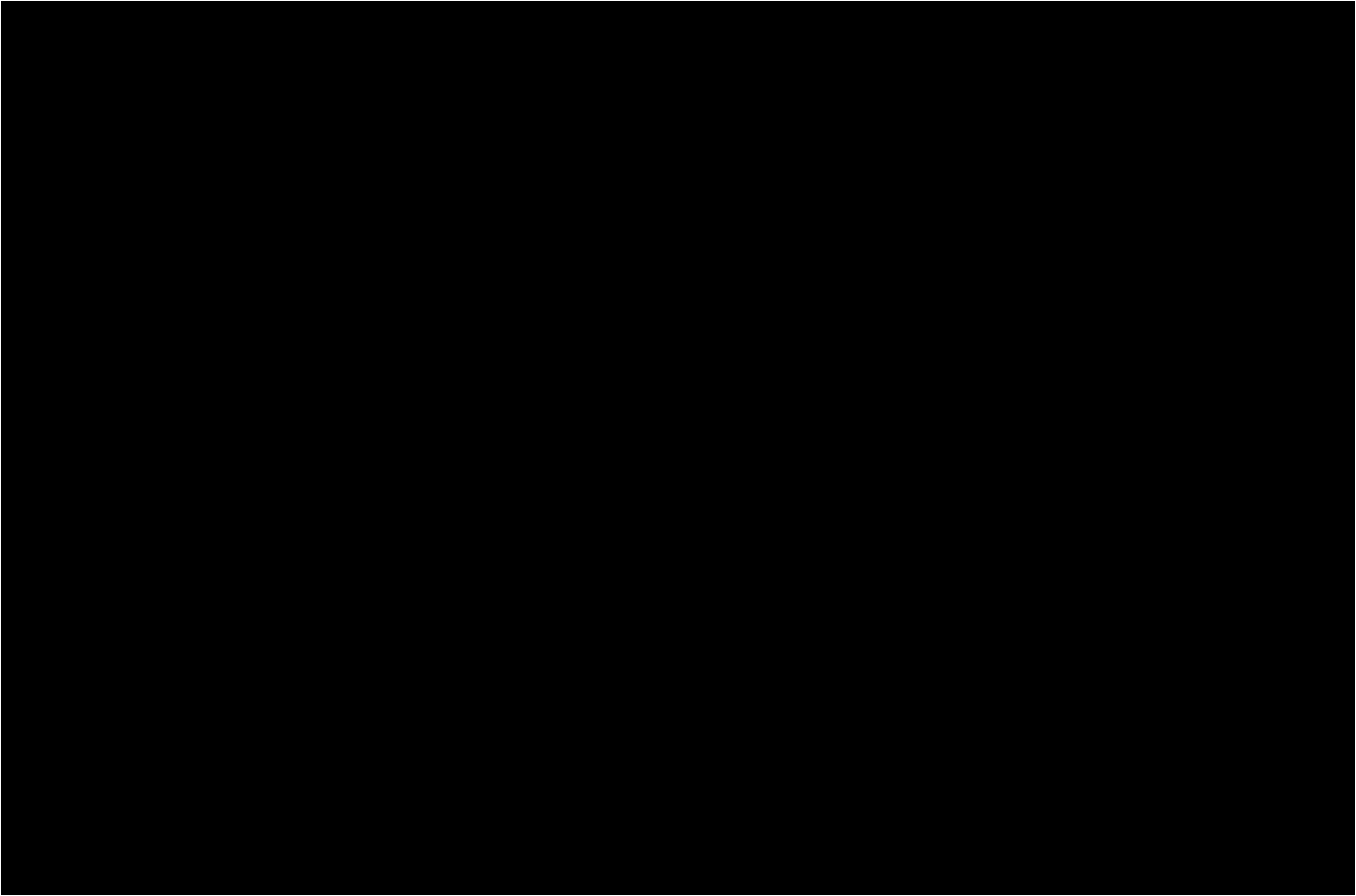












SCHEDULE 32

Heavy Vehicle National Law Requirements

(Clause 7.14 (*Heavy Vehicle National Law*))

1. CHAIN OF RESPONSIBILITY – HEAVY VEHICLES

1.1 Definitions

- (a) Capitalised terms in this Schedule 32 that are not defined in this deed have the meaning given to them under Heavy Vehicle National Law.
- (b) The term "**Chain of Responsibility**" is as described in Heavy Vehicle National Law.

1.2 Chain of Responsibility obligations

- (a) The Contractor must comply with:
 - (i) the Heavy Vehicle National Law generally and the requirements of the Chain of Responsibility Provisions specifically;
 - (ii) the Principal's requirements (as the road authority) relevant to planning and use of heavy vehicles; and
 - (iii) the Chain of Responsibility Guideline attached at Appendix C.1 Annexure C.1-2 of the SWTC.
- (b) The Contractor must prepare the Chain of Responsibility Management Plan for the Contractor's Activities in accordance with the deed, including this Schedule 32 and Appendix C.1 section 20 of the SWTC.
- (c) The Contractor must ensure that:
 - (i) all Heavy Vehicles used as part of carrying out the Contractor's Activities; and
 - (ii) the Chain of Responsibility Management Plan prepared by the Contractor in accordance with this Schedule 32,

comply with the Chain of Responsibility Guideline.

2. CHAIN OF RESPONSIBILITY REQUIREMENTS

2.1 Incorporation of Chain of Responsibility requirements

The Contractor must:

- (a) take account of, and incorporate all applicable, relevant or necessary requirements in relation to the Chain of Responsibility Provisions (particularly provisions that govern the supply chain for the Projects Works and Temporary Works and for the bringing onto and removal from the Construction Site items requiring transport services) in all aspects of the Contractor's Activities, including:
 - (i) the Project Plans;
 - (ii) the design of the Project Works and Temporary Works; and

- (iii) the Design Documentation; and
- (b) at key stages of the Contractor's Activities, conduct Chain of Responsibility risk workshops which will include the designer, the Principal, Contractor, Subcontractors and the Independent Certifier. The Chain of Responsibility risk workshops can be combined with the WHS risk workshops.

2.2 Chain of Responsibility risk assessment workshop

- (a) Prior to the development of the Chain of Responsibility Management Plan, and any subsequent reviews or revisions of the Chain of Responsibility Management Plan, the Contractor must undertake and document the outcomes of a formal Chain of Responsibility risk assessment workshop.
- (b) The Contractor's Chain of Responsibility risk assessment workshop must identify and document a register of Chain of Responsibility risks and hazards and control measures associated with the Contractor's Activities.
- (c) The Contractor's Chain of Responsibility Management Plan must reflect the outcomes reached in the Chain of Responsibility risk assessment workshop.
- (d) The Contractor must hold further separate workshops at different stages of the Contractor's Activities to address different trades, phases, work areas or processes not covered during the earlier risk assessment workshops and must be held prior to the commencement of the relevant activity, phase or section of work.
- (e) The Contractor may combine the Chain of Responsibility risk assessment workshops with the work health and safety risk workshops conducted by the Contractor.

3. DRIVING AND VEHICLE SAFETY

3.1 Reduction of risks to workers and public

The Contractor must comply with the requirements of the:

- (a) WHS Legislation;
- (b) Road Transport Legislation; and
- (c) Heavy Vehicle National Law,

and any subordinate legislation to ensure the risks to workers and the public are reduced so far as is reasonably practical when driving on the Construction Site and driving to and from the Construction Site on the public road network.

3.2 Minimum Vehicle Safety Equipment

- (a) The Contractor must ensure that all light and heavy vehicles used to transport equipment, plant, materials and people to and from the Construction Site and working areas are equipped with the equipment as specified in the Chain of Responsibility Guideline, including the following:
 - (i) three-point seat belts (for the driver and all passengers);
 - (ii) rear view mirrors;

- (iii) reversing cameras, quacker type alarms and collision/proximity sensors;
 - (iv) lights (head and tail, stop, turn signal and emergency warning);
 - (v) light and high visibility colours for vehicles;
 - (vi) daytime running lights;
 - (vii) no additional window tinting;
 - (viii) flashing lights (unless determined otherwise by risk assessment); and
 - (ix) fire safety equipment capable of suppressing or extinguishing potential vehicular fires.
- (b) Without limiting section 3.2(a) of this Schedule 32, the Contractor must ensure all vehicles in carrying out the Contractor's Activities display signs approved by the Principal in a prominent position on the vehicle when driven on public roads which associate the vehicle with carrying out the Contractor's Activities.

3.3 Vehicle Registration, Maintenance and Inspection

The Contractor must:

- (a) ensure all work vehicles are registered, roadworthy and pre-start checked before being driven;
- (b) ensure that all vehicles are inspected, serviced and maintained in accordance with the manufacturer's recommendations;
- (c) maintain a register of company vehicles showing registration expiry dates and licence requirements; and
- (d) comply with the Chain of Responsibility Guideline requirements for ensuring the roadworthiness of all heavy vehicles used in connection with the Contractor's Activities.

3.4 Vehicle Drivers

- (a) The Contractor must ensure that all workers who drive a vehicle as part of their work in the Contractor's business or undertaking, including those persons employed by Subcontractors (including owner drivers), are licensed, fit and verified as competent to drive the vehicle they are driving.
- (b) The Contractor must develop a "Driver Code of Conduct" which outlines minimum driver behaviour requirements to ensure compliance with:
 - (i) WHS Legislation;
 - (ii) Road Transport Legislation;
 - (iii) Heavy Vehicle National Law; and
 - (iv) the Chain of Responsibility Guideline.
- (c) The Contractor must ensure that all drivers, including those employed by Subcontractors (including owner drivers) are made aware of and sign the "Driver

Code of Conduct" developed by the Contractor in accordance with section 3.4(b) of this Schedule 32.

3.5 Heavy Vehicle Requirements

- (a) The Contractor must have systems and processes in place to ensure compliance with the Heavy Vehicles National Law, and regulations and, the Contractor will meet or exceed the Chain of Responsibility Guideline.
- (b) The Contractor must ensure that the on-road transport of dangerous goods is managed in accordance with Law, including the *Dangerous Goods (Road and Rail Transport) Act 2008* (NSW) and the *Dangerous Goods (Road and Rail Transport) Regulation 2014* (NSW).

4. CONSTRUCTION TRAFFIC AND VULNERABLE ROAD USERS

4.1 Introduction

The Contractor acknowledges that:

- (a) during the Contractor's Activities, the introduction of construction Heavy Vehicle traffic to densely populated and highly used pedestrian areas in and around Sydney has the potential to generate road safety risks to the public, in particular vulnerable road users; and
- (b) where required under Heavy Vehicle National Law and the Chain of Responsibility Guideline, the Contractor must ensure that the specific measures in this section 4 are implemented to minimise any impacts of construction Heavy Vehicles traffic on other road users.

4.2 Heavy Vehicle Operators

- (a) The Contractor must ensure that all Heavy Vehicle operators engaged in the Contractor's Activities, including owner drivers, are assessed and selected to ensure that they meet the minimum requirements set out in this Schedule 32 and the Chain of Responsibility Guideline.
- (b) A Heavy Vehicle operator includes the Contractor and its Subcontractors engaged in the following activities:
 - (i) removing excavated material or waste; or
 - (ii) delivering concrete, equipment (including Temporary Works), plant or materials.

4.3 Haulage Route Compliance

- (a) The Contractor must ensure that all Heavy Vehicles haulage routes comply with any planning approval requirements and are endorsed by the Traffic and Transport Liaison Group and / or similar.
- (b) The Contractor must ensure that approved Heavy Vehicle haulage routes are adhered to at all times by the haulage contractor and that systems are in place to monitor the location of the vehicles at all times.

4.4 Heavy Vehicle Safety Equipment

- (a) The Contractor must ensure that all Heavy Vehicles over 4.5 tonnes gross vehicle mass (GVM) are fitted with the safety equipment required in the Chain of Responsibility Guideline, as a minimum.
- (b) The Contractor must ensure that all Heavy Vehicle drivers are provided with sufficient training, instruction and supervision to ensure the competent use of the safety equipment specified in this Schedule 32 and the Chain of Responsibility Guideline.
- (c) The Contractor must conduct regular inspections to ensure that all Heavy Vehicles entering all Construction Site locations are compliant with the above requirements in accordance with the Chain of Responsibility Guideline. Where vehicles do not meet the minimum requirements set out in this section 4 or the Chain of Responsibility Guideline, the Contractor must ensure the vehicle is not used as part of the Contractor's Activities.

4.5 Heavy Vehicle Driver Training

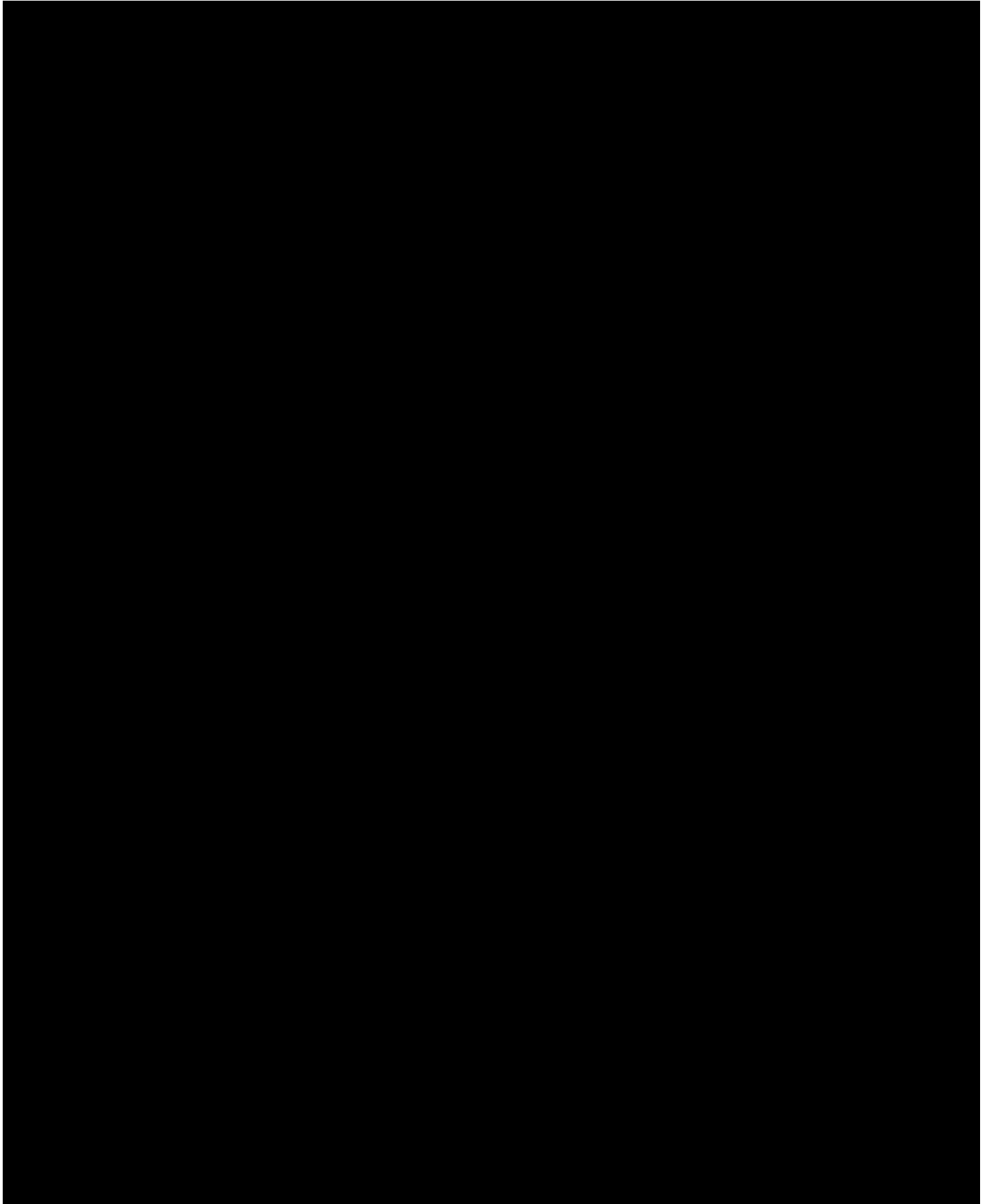
- (a) The Contractor must ensure that all Heavy Vehicle drivers engaged by the Contractor in carrying out the Contractor's Activities, including those employed by its Subcontractors (including owner drivers), attend an approved Vulnerable Road User Awareness Training before they are engaged as part of the Contractor's Activities and otherwise comply with the Chain of Responsibility Guideline.
- (b) The Contractor must prepare a Safety Information Pack in respect of the Contractor's Activities which outlines minimum expectations when driving on the Construction Site and to and from the Construction Site.
- (c) The Contractor must ensure that all other drivers (e.g. Light Vehicle Drivers) engaged as part of the Contractor's Activities, are provided with the Safety Information Pack prepared by the Contractor in accordance with section 4.5(b) of this Schedule 32.

SCHEDULE 33

Preferred Suppliers and Products

(Clause 14.10 (*Preferred Suppliers and Products*))

Asset Item	Preferred Product	Preferred Supplier
Operational Systems		
Integrated CCTV Systems	Genetic Compatible Interface	Genetic Pty Ltd
Integrated AVID Systems	Citilog Systems	Citilog Pty Ltd
Integrated Voice Communication System (PABX)	Dallas Delta PABX	Dallas Delta Pty Ltd
Public Access (PA) System	Bosch Pty Ltd (amplifiers & software), Community Professional Loudspeakers	CNG Pty Ltd
Radio Rebroadcast (RRB)	RF Industries RRB	RF Industries
Programmable Logic Controllers (PLCs)	Rockwell PLCs	Rockwell Australia Pty Ltd



SCHEDULE 35

Key Personnel Requirements

(Clause 7.18 (*Personnel*))

1.1 Project Director

The Project Director must:

- (a) possess a recognised tertiary qualification relevant to the position and the Contractor's Activities and have at least 20 years' industry experience, including 10 years' experience in a similar role on tunnelling projects similar to the Project;
- (b) have (and the Contractor must be able to demonstrate that the Project Director has) appropriate delegated authority for their role on the Project; and
- (c) be engaged full-time for the duration of the Contractor's Activities from D&C Close until the last Date of Completion and be based on or around the Works Site during the Contractor's Activities.

1.2 Commercial Director

The Commercial Director must:

- (a) possess a recognised tertiary qualification relevant to the position and the Contractor's Activities and have at least 20 years' industry experience and have at least ten years' experience in commercial management on projects similar to the Project; and
- (b) be engaged full-time on or around the Works Site until the last Date of Completion.

1.3 Design Director/ Engineering Director/ Technical Director

The Design / Engineering / Technical Director must:

- (a) possess a recognised engineering qualification relevant to the position and the Contractor's Activities and have at least twenty years' experience in the overall management and co-ordination of multi-disciplinary design teams on large tunnelling projects similar to the Project;
- (b) at all times have authority to act on behalf of the Contractor in respect of the Contractor's Activities;
- (c) manage and co-ordinate Design Documentation and construction documentation in accordance with the requirements of this deed; and
- (d) be engaged full-time on or around the Works Site until the last Date of Opening Completion.

1.4 Design Manager / Mechanical and Electrical Systems Design Manager / Systems Engineering Manager

Design Manager / Mechanical and Electrical Systems Design Manager / Systems Engineering Manager must:

- (a) possess a recognised tertiary engineering qualification relevant to the position and the Contractor's Activities and have at least fifteen years' experience in the design

and management of specialist engineering disciplines on large tunnelling projects similar to the Project;

- (b) be engaged full-time on or around the Works Site until the Date of Opening Completion; and
- (c) have appropriate delegated authority to act on behalf of the Contractor in respect of the Contractor's Activities.

1.5 **Surface Construction Manager/ Tunnel Construction Manager/ Mechanical and Electrical Systems Construction Manager**

The Civil / Tunnel / Mechanical Electrical Systems Construction Managers must:

- (a) possess a recognised tertiary engineering qualification relevant to the position and the Contractor's Activities and have at least fifteen years' experience in the construction and management of large tunnelling projects similar to the Project;
- (b) be engaged full-time on or around the Works Site until the Date of Opening Completion; and
- (c) have appropriate delegated authority to act on behalf of the Contractor in respect of the Contractor's Activities.

1.6 **Utilities Coordination Manager**

The Utilities Manager must:

- (a) possess a recognised engineering qualification relevant to the position and the Contractor's Activities and have at least ten years' experience in dealing with complex utility interfaces and the design and management of utilities on large projects; and
- (b) be engaged full-time on or around the Works Site until the Date of Opening Completion.

1.7 **Systems Integrations, Commissioning and Operational Readiness Manager**

Systems Integration, Commissioning and Operational Readiness Managers must:

- (a) possess a recognised tertiary engineering qualification relevant to the position and the Contractor's Activities and have at least fifteen years' experience in similar roles including on tunnelling projects similar to the Project;
- (b) be engaged full-time on or around the Works Site until the Date of Opening Completion; and
- (c) have appropriate delegated authority to act on behalf of the Contractor in respect of the Contractor's Activities.

1.8 **Health and Safety Manager**

The Safety Manager must:

- (a) possess a tertiary qualification in WHS, risk management or relevant to the position and the Contractor's Activities and have recent relevant safety

management experience on projects similar to the Project (delivery of a major infrastructure project);

- (b) have at least fifteen years' experience in safety management, with extensive experience in the preparation and implementation of safety management systems and plans (plans can include but are not limited to fit for work, fatigue management, safety interface & drug and alcohol testing);
- (c) be available as the Principal's Representative's primary contact with the Contractor on safety matters;
- (d) be responsible for a safety induction and training program for all personnel involved in the performance of the Contractor's Activities;
- (e) be responsible for and have the authority to develop, implement and monitor the Safety Management Plan;
- (f) be given authority by the Contractor to act freely and independently, to direct that all reasonable steps be taken where WHS compliance is at risk and to stop the progress of the relevant part of the Contractor's Activities when any non-conformance with the safety requirements of this deed is identified; and
- (g) be engaged full-time during the execution of the Contractor's Activities and be based full-time on or around the Works Site until the Date of Opening Completion with responsibilities limited to safety management of the Contractor's Activities.

1.9 **Interface Manager**

The Interface Manager must:

- (a) possess a recognised qualification relevant to the position and the Contractor's Activities and have at least ten years' experience in dealing with complex interfaces on large projects;
- (b) be engaged full-time on or around the Works Site until the Date of Opening Completion; and
- (c) demonstrate how interface risk has been managed on previous similar large infrastructure projects including how risk mitigation strategies have been implemented and positively reduced risk.

1.10 **Environmental Manager**

The Environmental Manager must:

- (a) possess a recognised tertiary qualification relevant to the position and the Contractor's Activities and have recent relevant experience in environmental and sustainability management on projects similar to the Project;
- (b) have at least fifteen years' environmental management experience, with extensive experience in the preparation and implementation of environmental management systems and plans;
- (c) be available as the Principal's Representative's primary contact with the Contractor on environmental matters;
- (d) be experienced in regulatory liaison and consultation;

- (e) be responsible for all environmental compliance matters associated with the Contractor Activities;
- (f) be responsible for an environmental management induction and training program for all personnel involved in the performance of the Contractor's Activities;
- (g) be responsible for and have the authority to develop and implement the Construction Environmental Management Plan;
- (h) be given authority by the Contractor to act freely and independently, to require all reasonable steps to be taken to achieve environmental compliance, to avoid or minimise environmental impacts and to stop the progress of the relevant part of the Contractor Activities when any non-conformance with the environmental requirements of this deed is identified; and
- (i) be engaged full-time during the execution of the Contractor's Activities and be based full-time on or around the Works Site until the Date of Opening Completion with responsibilities limited to environmental management of the Contractor's Activities.

1.11 Stakeholder and Community Engagement Manager

The Stakeholder and Community Engagement Manager must:

- (a) possess a recognised qualification relevant to the position and the Contractor's Activities and have recent relevant experience in community involvement on projects similar to the Project and have an understanding of community attitudes and needs in relation to the Contractor's Activities;
- (b) have at least ten years' communications and community relations experience with extensive experience in the management of community liaison, consultation and communications on major infrastructure projects;
- (c) be available as the Principal's Representative's primary contact with the Contractor on community relations matters;
- (d) be experienced in the development and implementation of community involvement strategies and plans;
- (e) be experienced in and have an understanding of NSW Government public affairs processes;
- (f) be responsible for a community relations induction and training program for all personnel involved in the performance of the Contractor's Activities;
- (g) be responsible for and have the authority to develop and implement the Communication Management Plan;
- (h) be engaged full-time during the execution of the Contractor's Activities and be based full-time on or around the Works Site until the Date of Opening Completion with responsibilities limited to community relations management of the Contractor's Activities;
- (i) meet all the relevant requirements and undertake all the relevant obligations in Appendix D.2 of the SWTC; and
- (j) be available at all times:

- (i) to take a proactive role in the community relations processes relating to the Contractor's Activities as set out in this deed; and
- (ii) for contact by the community to answer questions and deal with complaints relating to the Contractor's Activities.

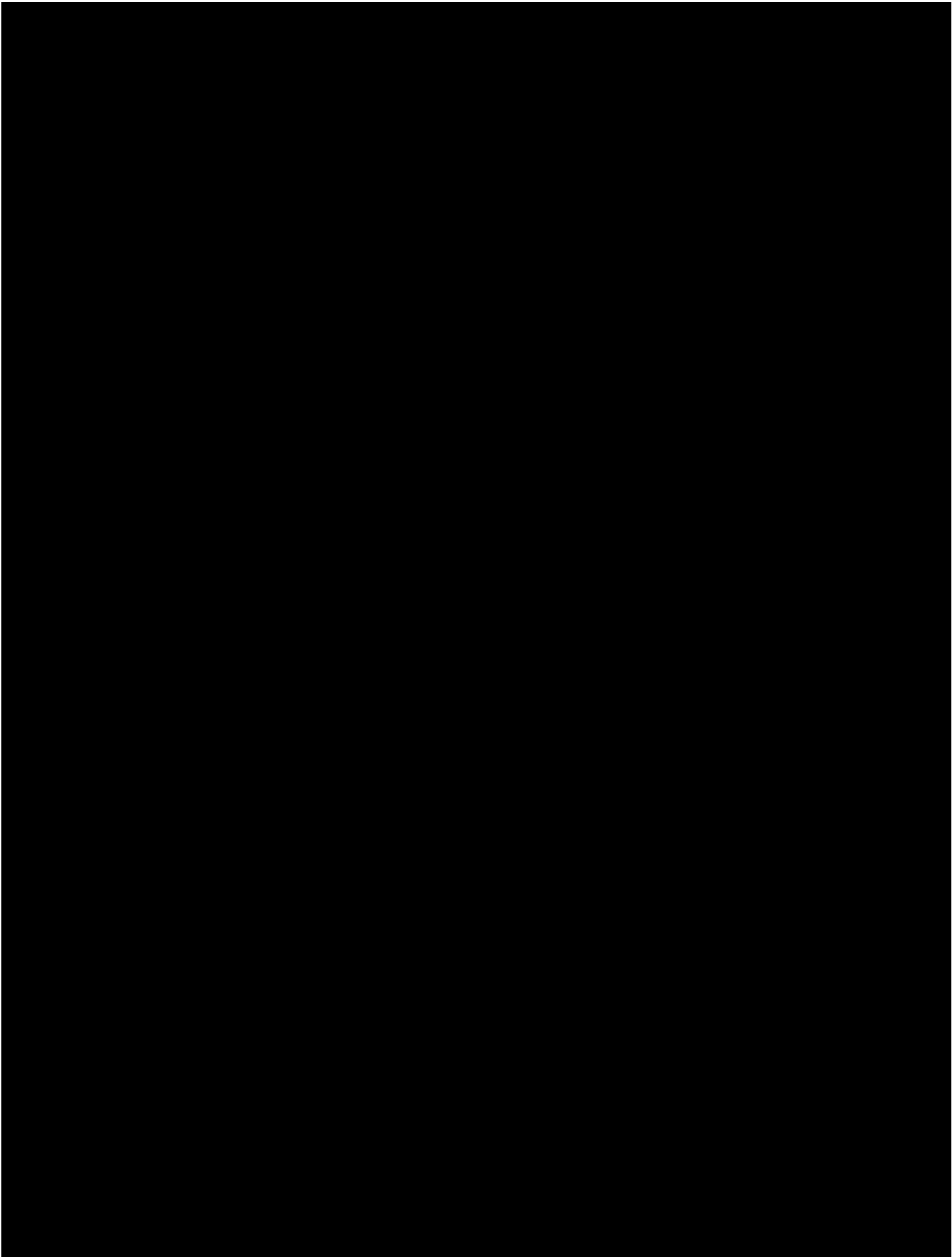
1.12 **Quality Manager**

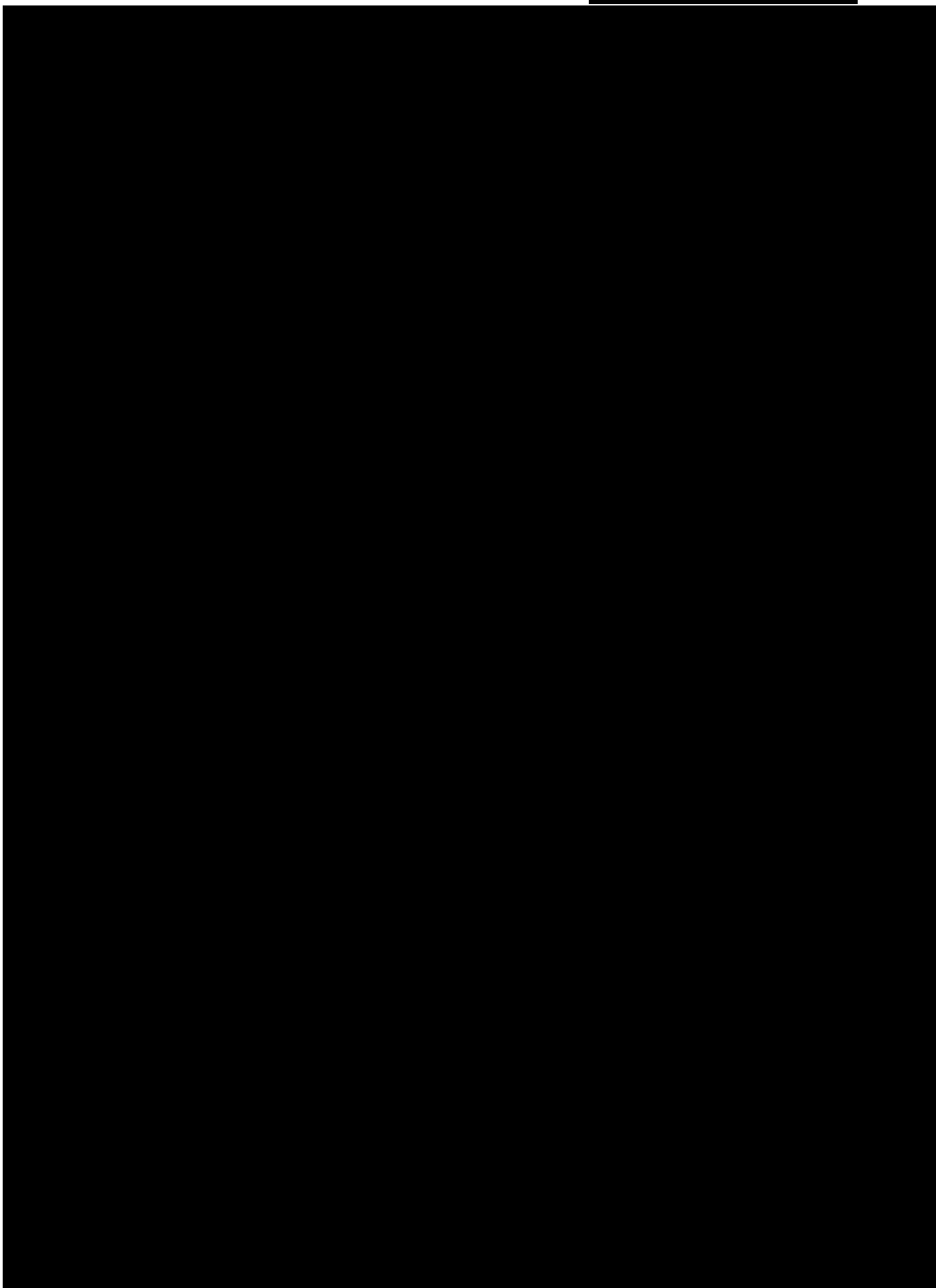
The Quality Manager must:

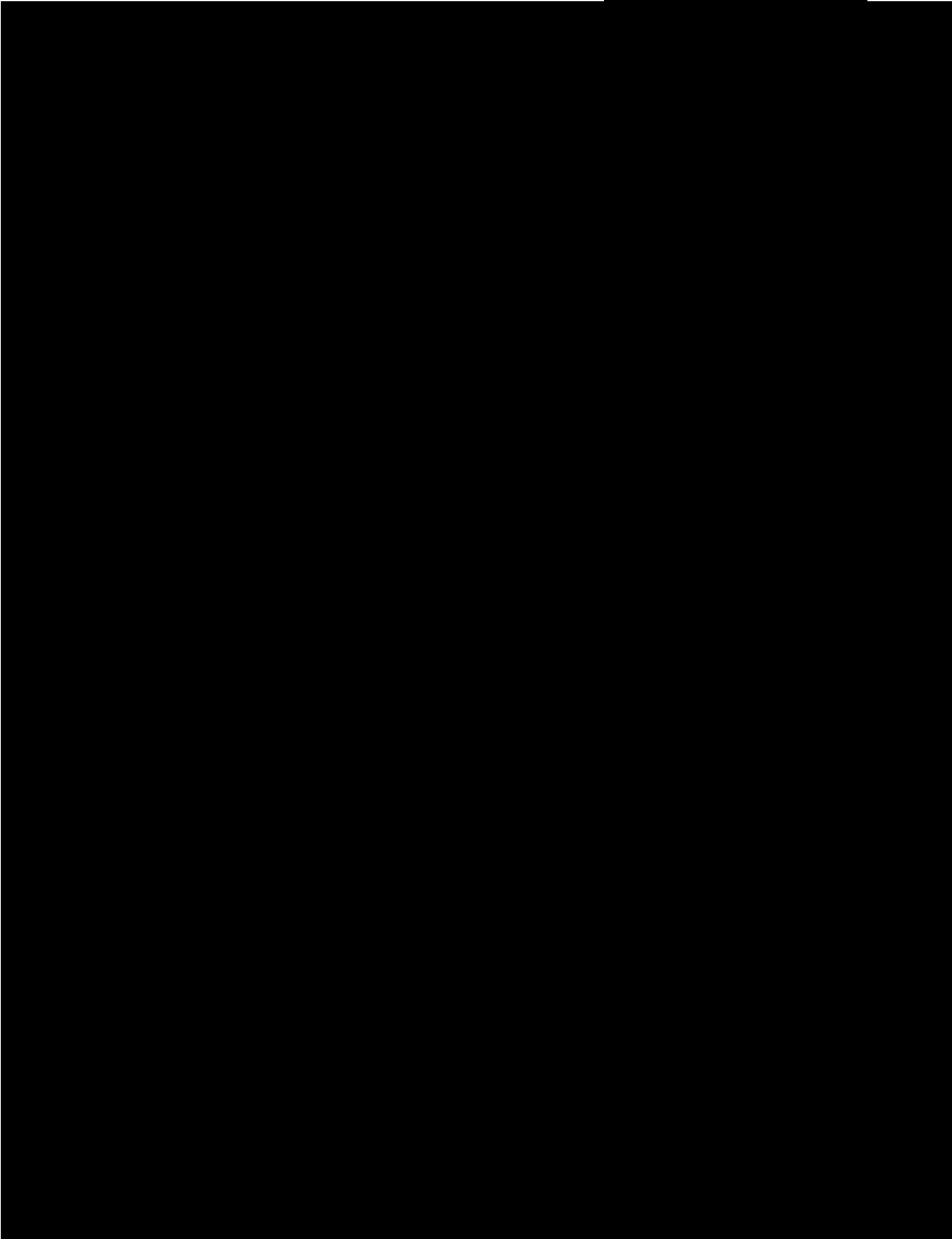
- (a) possess a recognised qualification relevant to the position and the Contractor's Activities and have recent relevant experience in quality management on projects similar to the Project;
- (b) have at least fifteen years' quality management experience, with extensive experience in the development and implementation of quality management systems and plans;
- (c) be available as the Principal's Representative's and Independent Certifier's primary contact with the Contractor on quality matters;
- (d) give the Principal's Representative access to information and personnel on quality matters and encourage a culture of disclosure and open discussion in respect of quality at all levels;
- (e) be responsible for an induction and training program for all personnel involved in the performance of the Contractor's Activities;
- (f) be responsible for and have the authority to develop the Quality Management Plan;
- (g) meet all the relevant requirements and undertake all the relevant obligations in Appendix C.7 of the SWTC;
- (h) be given authority by the Contractor to act freely and independently and to stop the progress of the relevant part of the Contractor's Activities when any non-conformance with the quality requirements of this deed is identified; and
- (i) be engaged full-time during the execution of the Contractor's Activities and be based full-time on or around the Works Site with responsibilities limited to quality management of the Contractor's Activities.

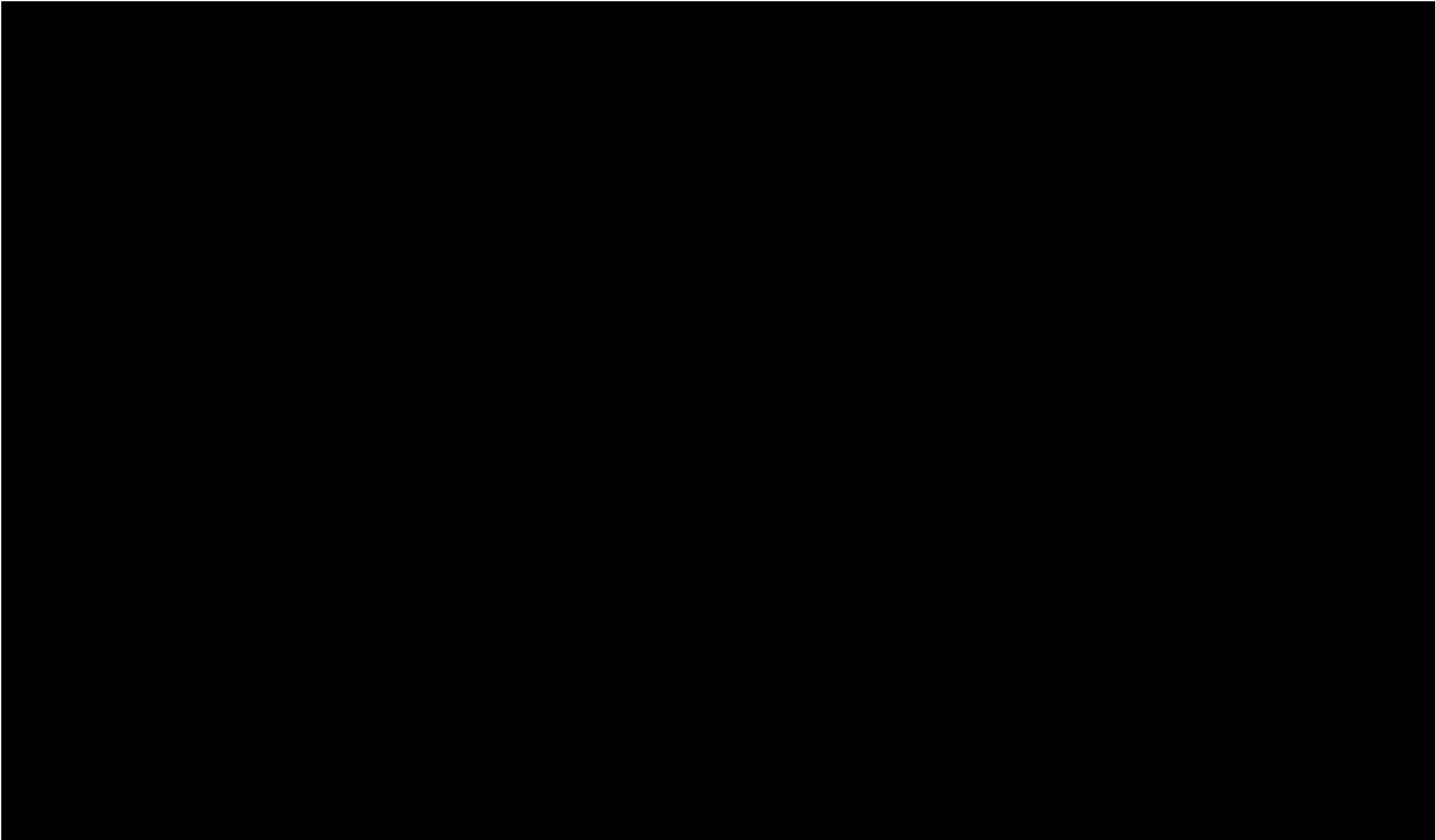
SCHEDULE 36

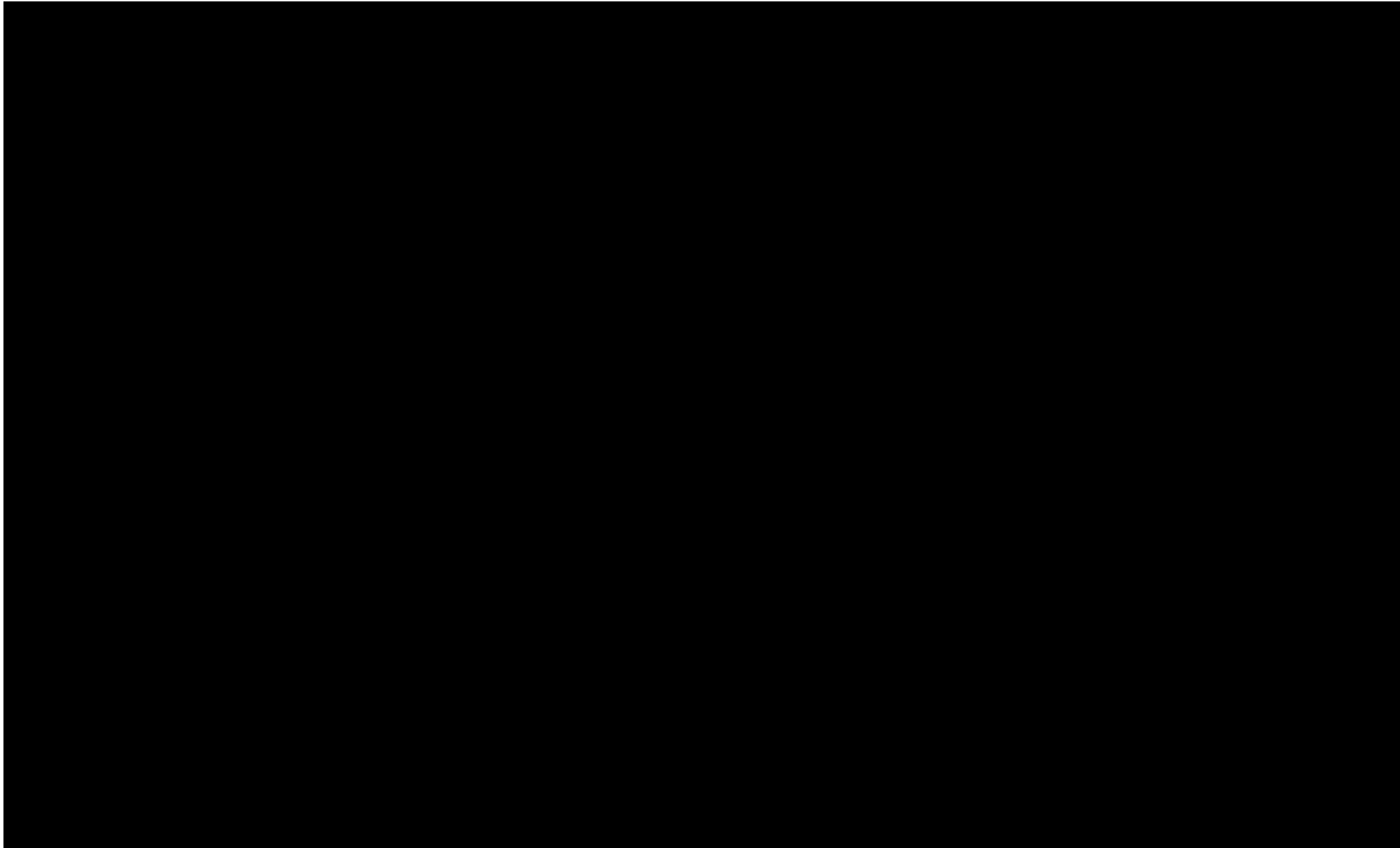
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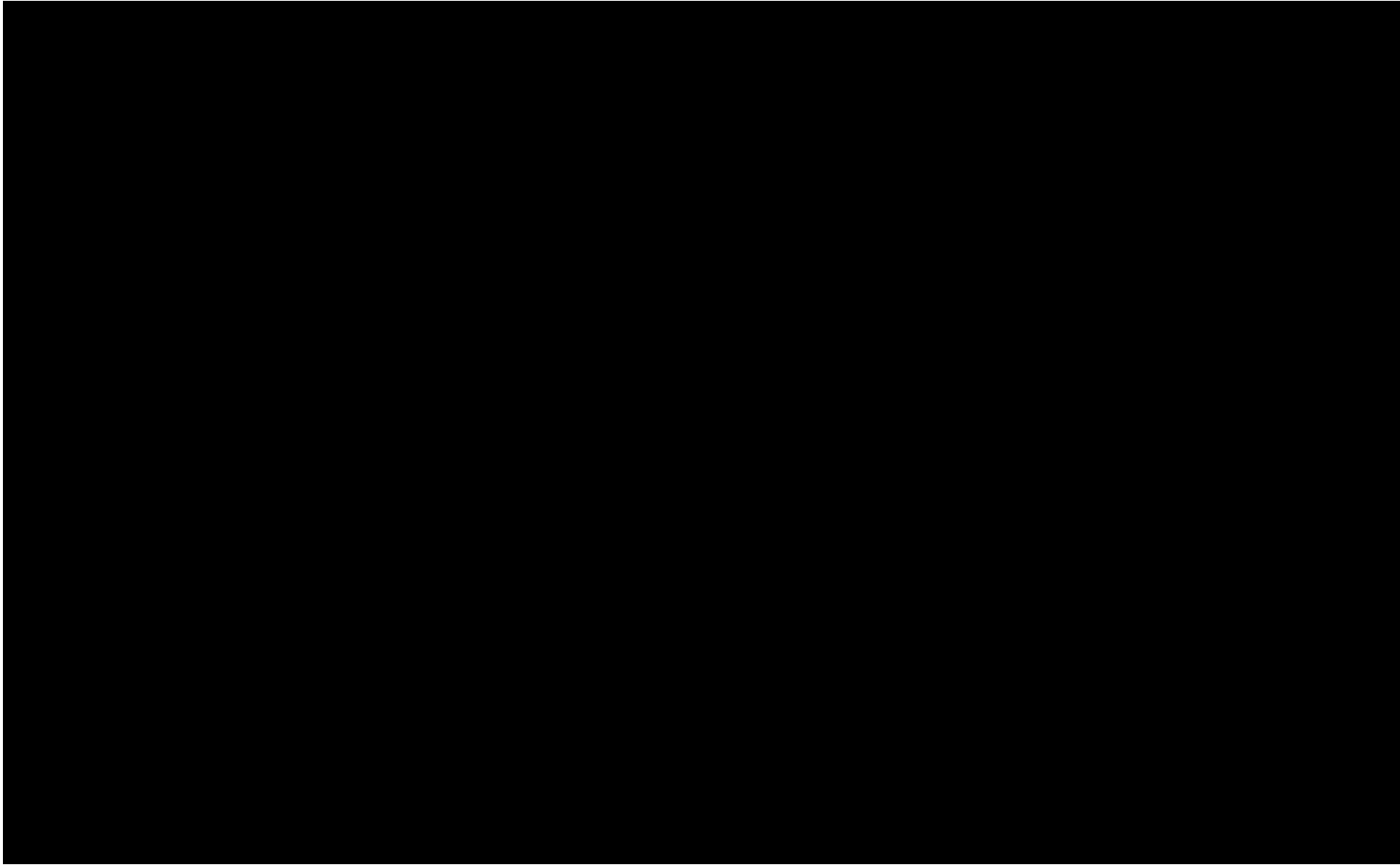


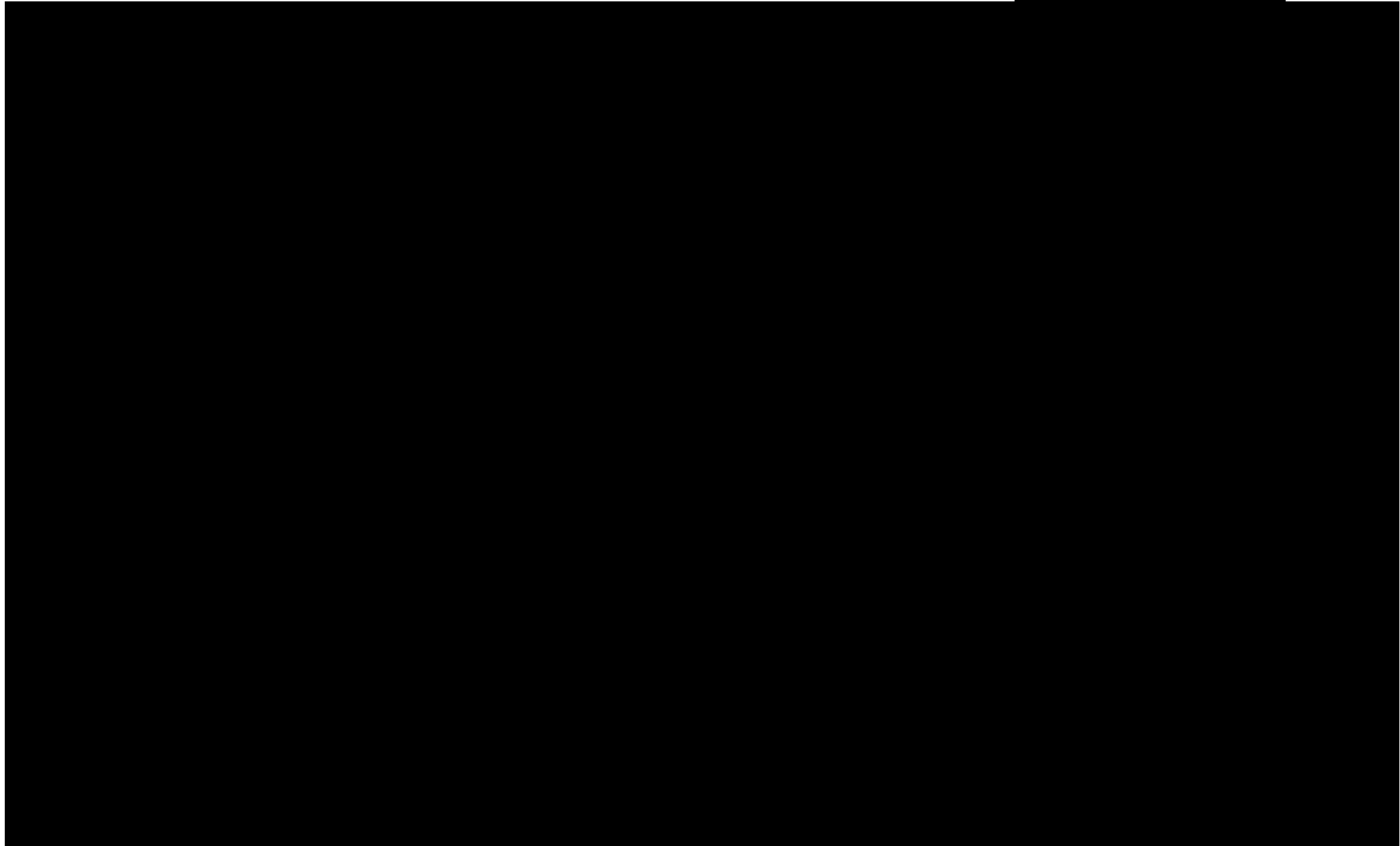


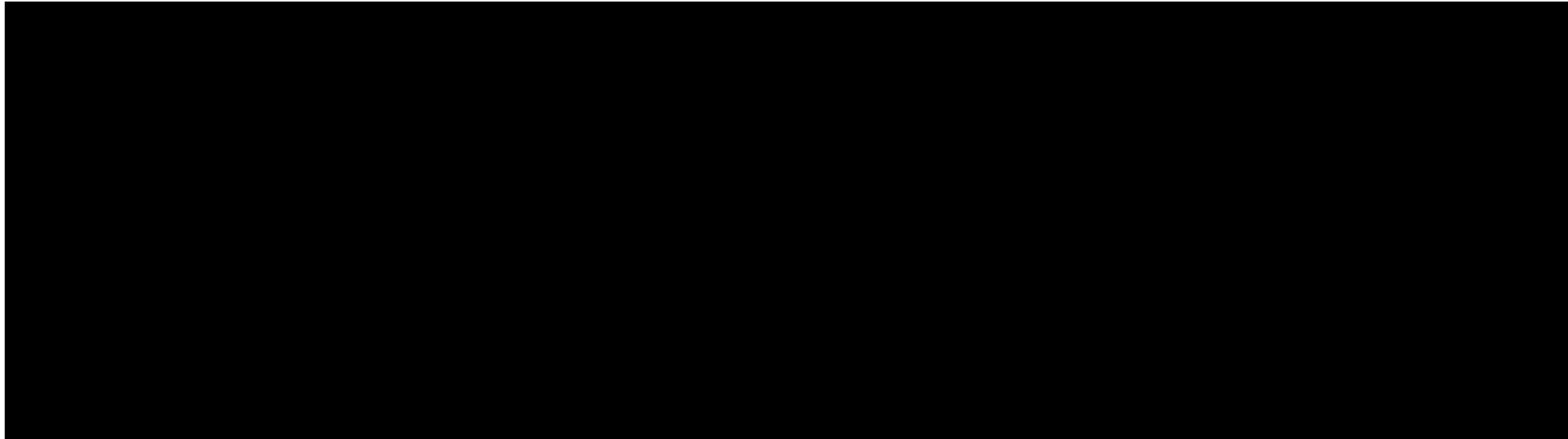


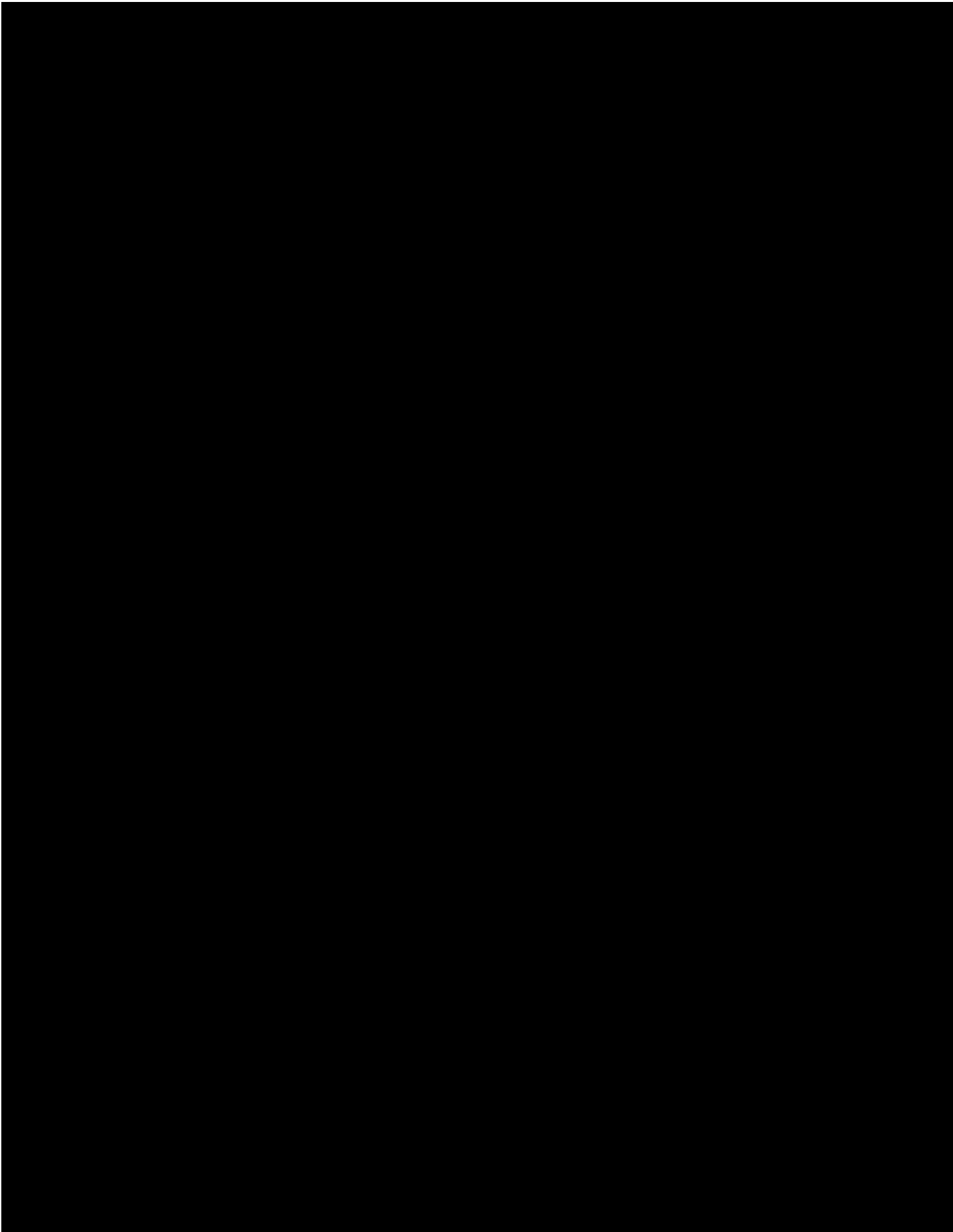


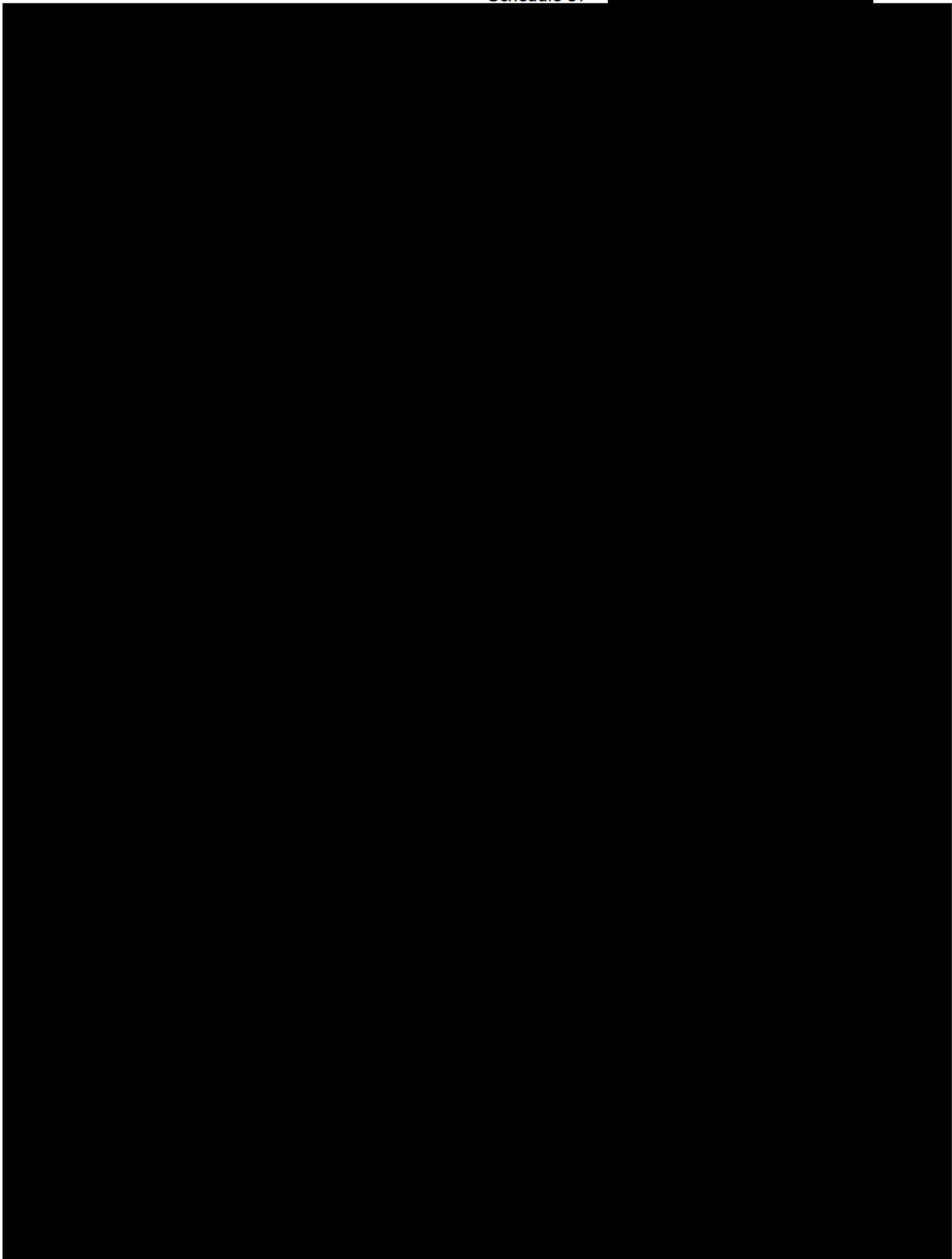


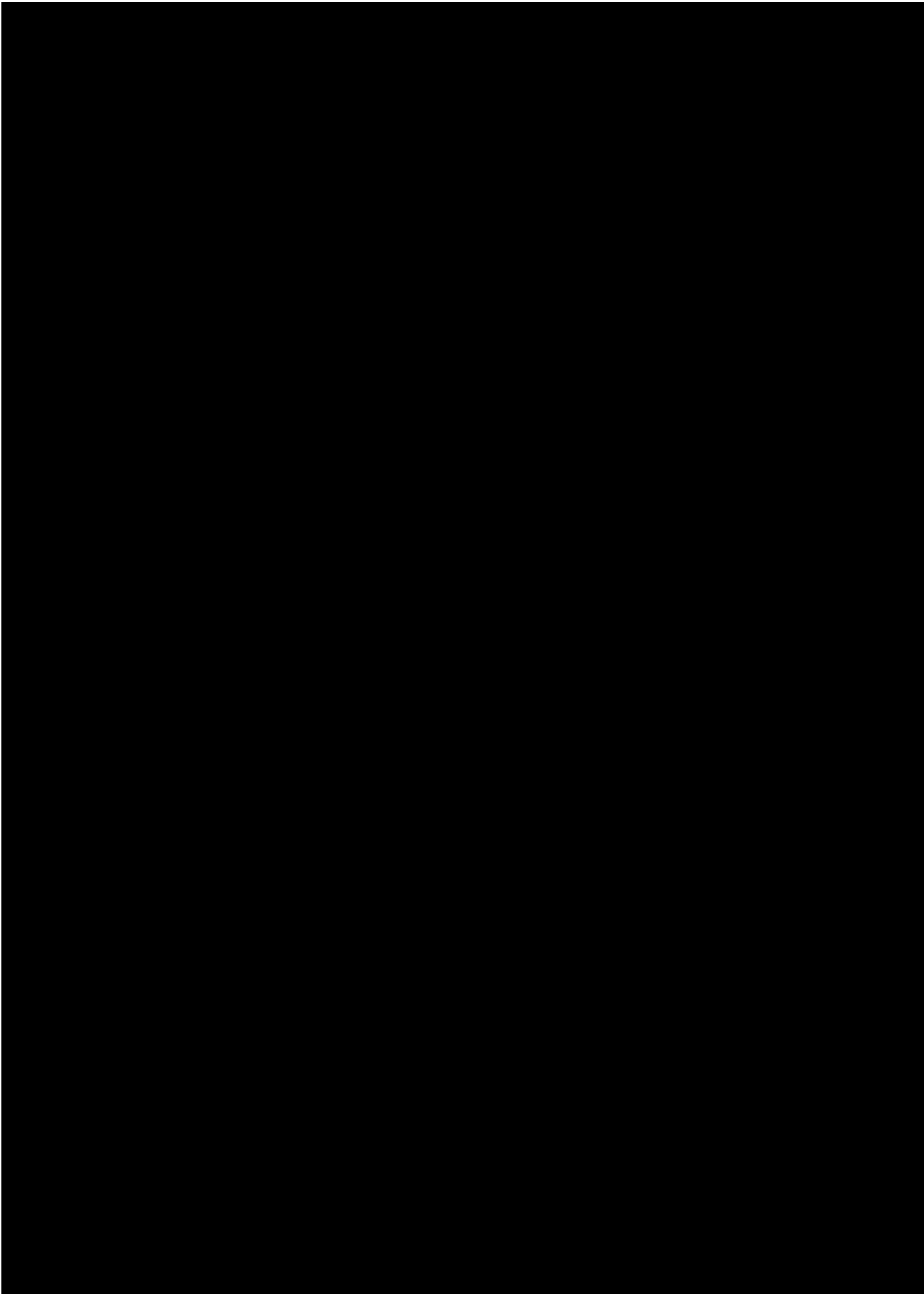


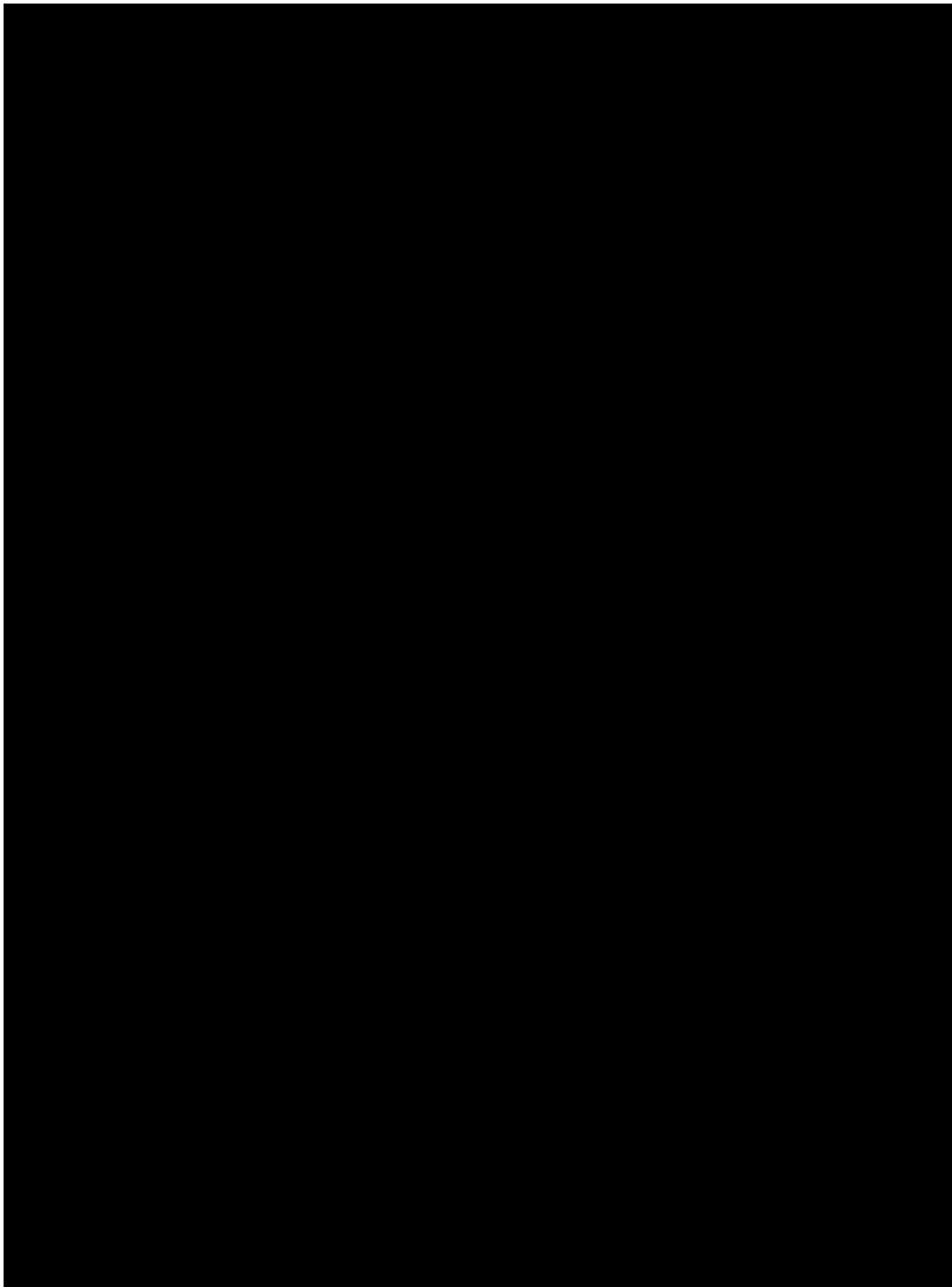


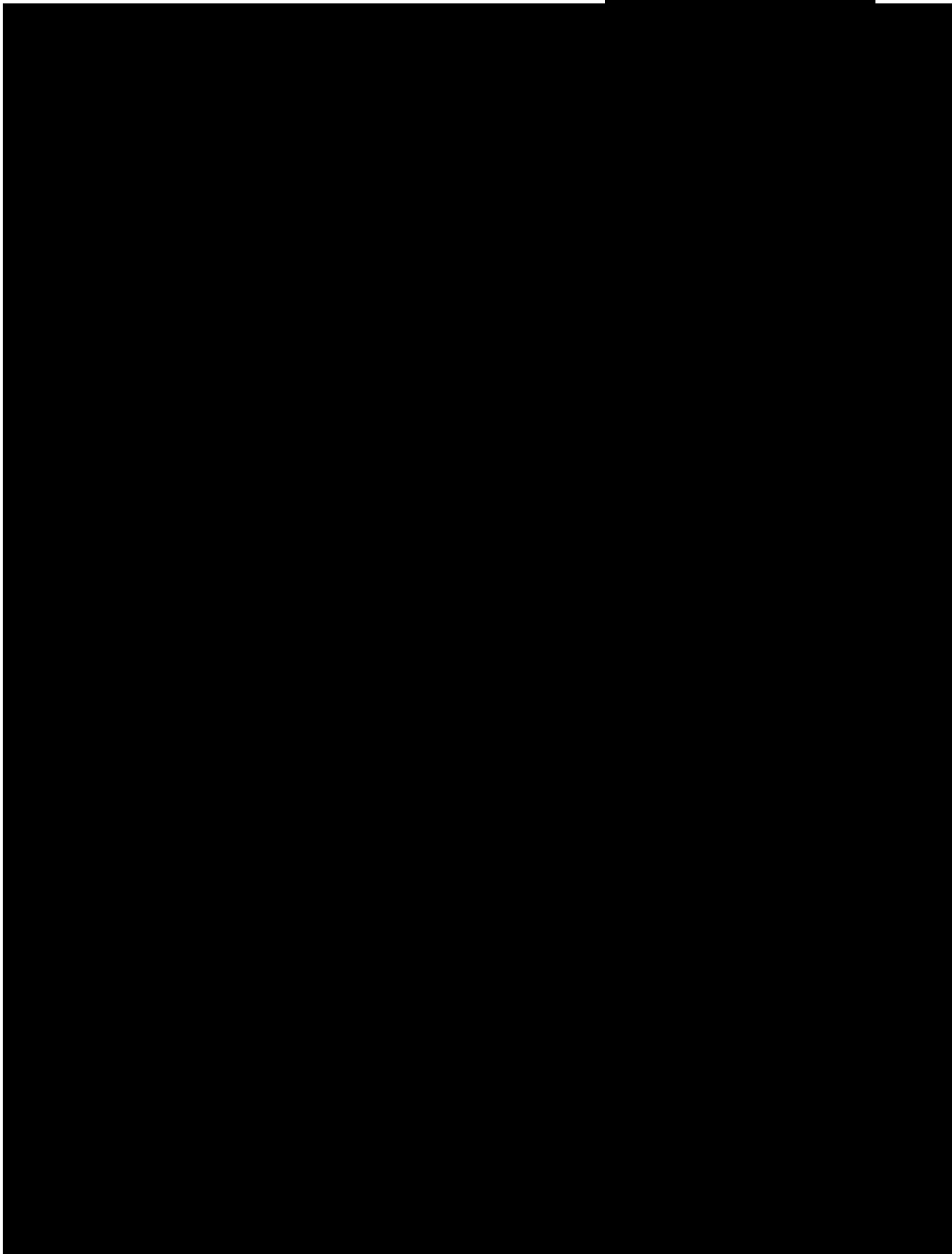


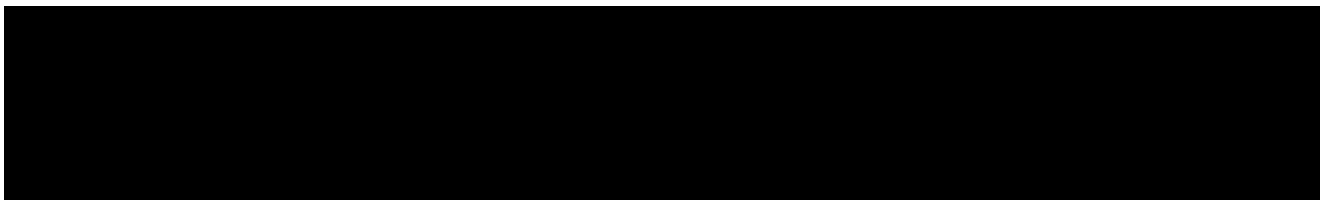


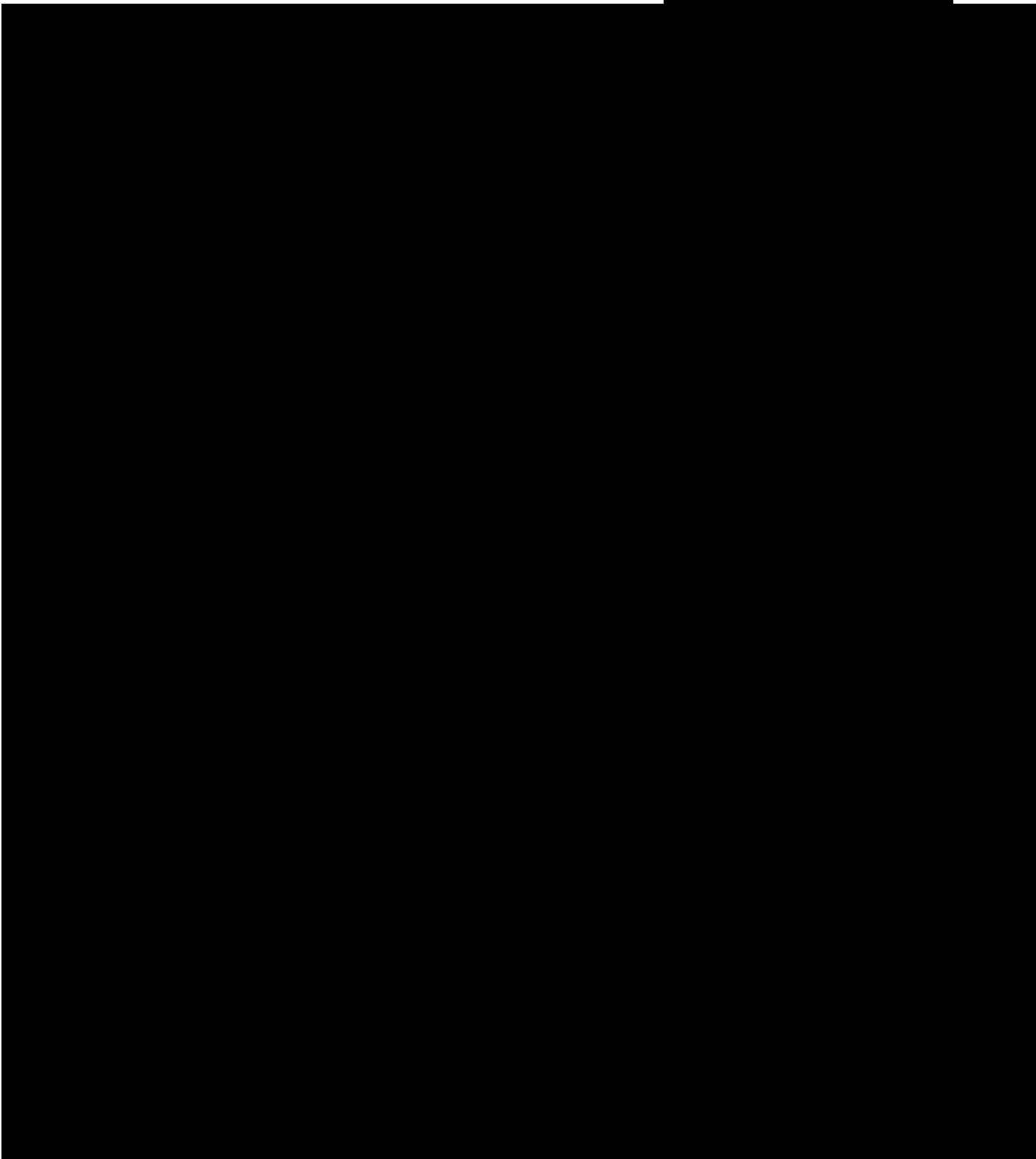


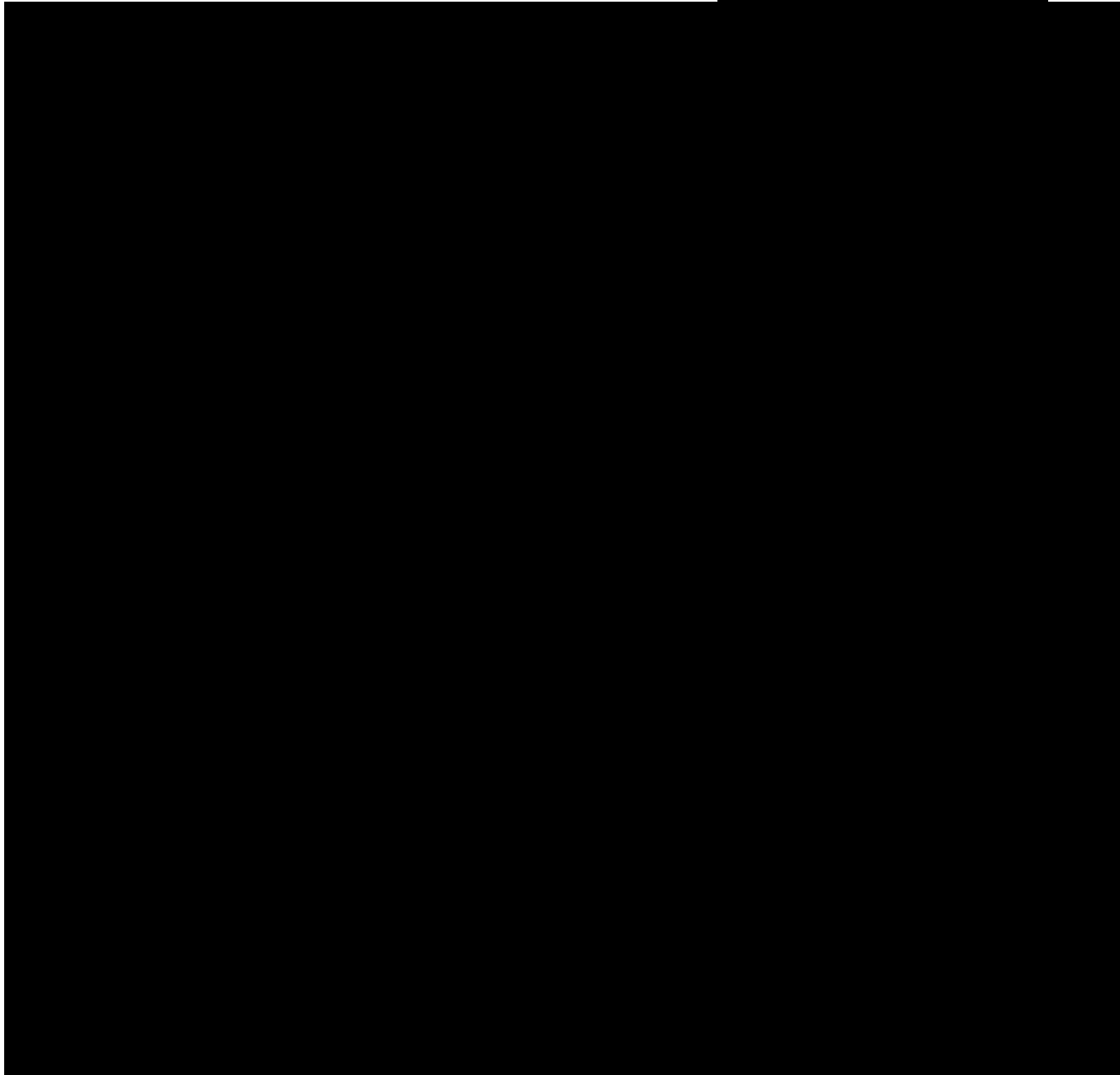












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