

Government Information (Public Access) Act 2009

Explanatory Table

Sydney Metro City & Southwest – Sydenham Station and Junction Works Incentivised Target Cost Contract

Contract Number: 410

Transport for NSW (**TfNSW**) notes that Schedule C1 (*Scope of Works and Technical Criteria*), Schedule D1 (Management Requirements), Schedule D2 (*Initial Contract Management Plans*) and Schedule G1 (*Electronic Files*) contain over [7GB] of material. Due to the large size of these files and technical file size limitations, these documents to the Sydney Metro City & Southwest – Sydenham Station and Junction Works Incentivised Target Cost Contract (**SSJ Contract**) could not be made available on TfNSW's contracts register. TfNSW has determined to make such information available by inspection at its offices. Please contact [*insert name*] on [*insert contact number and email*] to arrange a time to inspect.

Capitalised terms in this table have the meaning given to them in the SSJ Contract, unless the context indicates otherwise.

In preparing this explanatory table (**Explanatory Table**), the Principal has:

- (a) identified the reason(s) under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**) for each redaction; and
- (b) weighed each redaction against the following key public interest considerations for disclosure:
 - (i) promoting open discussion of public affairs, enhancing Government accountability or contributing to positive and informed debate on issues of public importance;
 - (ii) creating public awareness and understanding on issues of public importance;
 - (iii) enhancing government transparency and accountability;
 - (iv) informing the public about the operations of the agency;
 - (v) ensuring effective oversight of the expenditure of public funds and the best use of public resources; and
 - (vi) ensuring fair commercial competition within the economy.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
1.	Clause 1.1, Definition of 'At-Risk Amount'	The information redacted is the definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out detail in respect of the Principal's right to withhold payment of an amount in circumstances where the Target Cost Offer is not acceptable to the Principal; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the At-Risk Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
2.	Clause 1.1, Definition of 'Compensable Contamination Work'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the type of work covered by a specific cost mechanic in the SSJ Contract; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
3.	Clause 1.1, Definition of 'Design Fee (Delivery Phase) Element'	The information redacted is the definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines where the definition of the Design Fee (Delivery Phase) Element; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing commercial framework agreed between the Principal and the SSJ Contractor; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
4.	Clause 1.1, Definition of 'Design Fee (Delivery Phase) Element Adjustment Event'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the events which entitle the SSJ Contractor to an adjustment to the Design Fee (Delivery Phase) Element; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
5.	Clause 1.1, Definition of 'Design Fee (Signalling)'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines that the definition of Design Fee (Signalling); b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
6.	Clause 1.1, Definition of 'Design Fee (Signalling) Contract Upper Limiting Fee'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines that the definition of the Design Fee (Signalling) Upper Limiting Fee; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
7.	Clause 1.1, Definition of 'Design Fee (Target Cost Development Phase)'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the definition of Design Fee (Target Cost Development Phase); b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
8.	Clause 1.1, (g), (h), (p), (q), (r), (s), (t), (u), (v), (w), (x), (y), (z), (aa), (bb), Definition of 'Extension Event'	The information redacted is paragraphs.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out a number of project-specific grounds under which the SSJ Contract will be entitled to an extension of time for the Project Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to a number of key risks that may delay the Project Works, and therefore the level of risk that the SSJ Contractor was willing to price and accept. Exposing this information may provide insight into the SSJ Contractor's views on the likelihood of certain risks arising; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions; and d) the public interest has been served by disclosing market-standard delay events. In light of this disclosure there is an overriding public interest against the disclosure of the redacted delay events. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
9.	Clause 1.1, Definition of 'Management Fee (Delivery Phase)'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the definition of Management Fee (Delivery Phase); b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
10.	<p>Clause 1.1, Definition of 'Management Fee (Delivery Phase) Adjustment Event'</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the events which entitle the SSJ Contractor to an adjustment to the Management Fee (Delivery Phase); b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
11.	Clause 1.1, Definition of Management Fee (Target Cost Development Phase)'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the definition of Management Fee (Target Cost Development Phase); b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
12.	Clause 1.1, Definition of 'Management Fee (Provisional Sums)'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines that cost structure in respect of Provisional Sums; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
13.	Clause 1.1, Definition of 'Maximum Amount'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the definition of Maximum Amount; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
14.	<p>Clause 1.1, (a) and (b) Definition of 'Permitted Variation'</p>	<p>The information redacted are dollar amounts.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out value thresholders of subcontract that qualify as Permitted Variations; and b) the SSJ Contractor is still in the process of engaging subcontractors. If the redacted dollar amounts were disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the SSJ Contractor, thereby prejudicing the SSJ Contractor's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
15.	Clause 1.1, Definition of 'Preliminaries Fee (Delivery Phase)'	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out detail in respect of the maximum amount which the Principal is willing to accept for a Target Cost Offer under the SSJ Contract; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
16.	<p>Clause 1.1, Definition of 'Preliminaries Fee (Delivery Phase) Adjustment Event'</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the events which entitle the SSJ Contractor to an adjustment to the Preliminaries Fee (Delivery Phase); b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
17.	<p>Clause 1.1, Definition of Preliminaries Fee (Target Cost Development Phase)'</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the definition of Preliminaries Fee (Target Cost Development Phase); b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
18.	Clause 1.1, Definition of 'Provisional Sum'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines that categories of work which are included as Provisional Sums; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
19.	Clause 1.1, Definition of 'Public Art Enabling Work'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the type of work covered by a specific cost mechanic in the SSJ Contract; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
20.	Clause 1.1, Definition of 'Reimbursable Cost Element'	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out detail in respect of the maximum amount which the Principal is willing to accept for a Target Cost Offer under the SSJ Contract; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	
21.	<p>Clause 1.1, Definition of 'Reimbursable Cost Element Adjustment Event'</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the events which entitle the SSJ Contractor to an adjustment to the Reimbursable Cost Element; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	
22.	Clause 1.1, Definition of 'Self-Performed Margin'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the definition of Self-Performed Margin; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	
23.	Clause 1.1, Definition of 'Target Cost'	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out detail in respect of the maximum amount which the Principal is willing to accept for a Target Cost Offer under the SSJ Contract; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
24.	Clause 1.1, Definition of 'Target Cost Development Phase Site Investigations Fee'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the definition of Target Cost Development Phase Site Investigations Fee; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
25.	Clause 1.1, Definition of 'Target Cost Offer Expert'	The information redacted is the individuals name and the associated entity.	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information is the names of individual persons and the entities from which they are employed.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>
26.	Clause 1.1, Definition of a commercially sensitive mechanism relating to the Target Cost Offer	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a commercial position agreed in respect of the SSJ Contractor's Target Cost Offer, which is specific to the proposal submitted by the SSJ Contractor; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to the Target Cost Offer and the Principal's acceptance of a Target Cost Offer. It may also provide insight on the SSJ Contractor's capabilities; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
27.	Clause 1.1, Definition of a commercially sensitive mechanism relating to the Target Cost Offer	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out a commercial position agreed in respect of the SSJ Contractor's Target Cost Offer, which is specific to the proposal submitted by the SSJ Contractor;</p> <p>b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>provide insight on the SSJ Contractor's capabilities; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
28.	Clause 1.1, Definition of 'Unknown Utility Services Works'	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information outlines the type of work covered by a specific cost mechanic in the SSJ Contract;</p> <p>b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
29.	Clause 3.1(a)(ii)(A), General	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out detail in respect of the maximum amount which the Principal is willing to accept for a Target Cost Offer under the SSJ Contract; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
30.	3.6, Third Party Agreements	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> (a) the information redacted set out the rights and obligations of the parties in relation to the Third Party Agreements; (b) the Principal is still in the process of negotiating the Third Party Agreements. If the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and (c) in doing so, revealing the information could prejudice the parties' legitimate business, commercial or financial interests,

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
31.	Clause 4.1, Target Cost Development Phase only	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out detail in respect of the maximum amount which the Principal is willing to accept for a Target Cost Offer under the SSJ Contract; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
32.	<p>Clauses 4.2(c), (d) and (e), Requirements for the Target Cost Offer</p>	<p>The information redacted is the entire clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a commercial position agreed in respect of the SSJ Contractor's Target Cost Offer, which is specific to the proposal submitted by the SSJ Contractor; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
33.	Clause 4.3(e)(i), Target Cost Offer Process	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a threshold monetary difference between the Principal's Modified Target Cost Offer, and the SSJ Contractor's Target Cost Offer, which triggers the commencement of the Delivery Phase; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Principal's Modified Target Cost Offer in circumstances where it differs from the SSJ Contractors Target Cost Offer. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
34.	Clause 4.3(e)(ii), Target Cost Offer Process	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a threshold monetary difference between the Principal's Modified Target Cost Offer, and the SSJ Contractor's Target Cost Offer, which triggers the commencement of a Target Cost Offer Dispute; b) exposing the redacted information may also reveal risk that the SSJ Contractor was not willing to accept in relation to the work in light of the Principal's Modified Target Cost Offer in circumstances where it differs from the SSJ Contractors Target Cost Offer. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
35.	Clause 4.3(g)(iii), Target Cost Offer Process	The information redacted is the exclusion of payment of the At-Risk Amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out detail in respect of the Principal's right to withhold payment of an amount in circumstances where the Target Cost Offer is not acceptable to the Principal and the SSJ Contract is terminated; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the At-Risk Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
36.	<p>Clauses 5.2(a)(i), 5.2(a)(ii), 5.3(b), 5.4(b), 5.5 and 5.6(a), Changes to Target Cost</p>	<p>The information redacted are the methods of determining adjustments to the fees included in the Target Cost.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines how adjustments to the SSJ Contractor's fees are determined in circumstances where the deed contemplates an adjustment to such fees; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
37.	Clause 6.1(b), Unconditional Undertakings	The information redacted is a percentage and number.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the percentage of the Target Cost that the SSJ Contractor must provide to the Principal as an unconditional undertaking, as well as the number of unconditional undertakings; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor of default events, and therefore the level of risk that the SSJ Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of default events arising; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the SSJ Contractor. In light of the disclosure of this information there

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>is an overriding public interest against the disclosure of the precise amount of the undertaking.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Clause 6.4(a)(i), Release of unconditional undertakings	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the amount of the unconditional undertaking that the Principal can withhold after 20 Business Days after the Date of Completion of the last Portion to reach Completion; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to in relation to the rectification of defects after the Date of Completion of the last Portion to reach Completion, and therefore the level of risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of ongoing defects arising; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the fact that

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>an unconditional undertaking is required from the SSJ Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
39.	<p>Clauses 7.3(a)(ii)(B) and 7.3(a)(iii)(A)(bb) , Change in Codes and Standards</p>	<p>The information redacted is the SSJ Contractor's entitlement to fee adjustments.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments for complying with a Change in Codes and Standards; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
40.	Clauses 7.4(a)(i) and 7.4(b)(i), Change in Law	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments for complying with a Change in Law; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
41.	Clause 7.5(a), Changes to Planning Approval	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments for complying with a Change in Planning Approval; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
42.	Clause 7.6(b), Legal Challenge to Planning Approval	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of a Legal Challenge to Planning Approval; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
43.	Clause 8.1(e)(ii), Access	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of a failure by the Principal to give access under clause 8.1 of the contract; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
44.	Clauses 8.8(c)(iv) and 8.8(d), Latent Conditions	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of Latent Conditions; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
45.	Clause 8.10(f), Compensable Contamination Work	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the type of work covered by a specific cost mechanic in the SSJ Contract; b) the disclosure of the redacted information would provide insight on the SSJ Contractor's cost structure by revealing the types of costs and margins for which the SSJ Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
46.	Clause 8.11(d)(i), Artefacts	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of compliance with requirements of Authorities and Law, or with directions of the Principal's Representative as a result of a discovery of an Artefact; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>events and circumstances change.</p>
47.	<p>Clauses 8.12(b), (c) and (d), Utility Services</p>	<p>The information redacted are entire paragraphs.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the responsibilities of the parties in relation to the discovery of certain Utility Services and the cost treatment of specific Utility Services; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to specific Utility Services, and therefore the level of risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of certain risks concerning utility works arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
48.	Clause 10.8 (m), Configuration Change Acceptance Notice	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of a Configuration Change Acceptance Notice not being issued in accordance with clause 10.8(m) of the SSJ Contract; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
49.	Clause 10.15 – Design Life	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets the SSJ Contractor's liability in respect of the design lives of specific parts of the Project Works; and b) exposing the redacted information would also reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to the design lives of specific parts of the Project Works, and therefore the level of risk that the SSJ Contractor was willing to price and accept; c) the length of time that claims may be made with respect to design life was also a key part of the proposal for the SSJ Contractor. The time periods provide lucidity on the contractor's capabilities, and that information is expected to be used by the SSJ Contractor in the future; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests;.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
50.	Clause 11.1(c)(i), Changes	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments in anticipation of carrying out a proposed Change;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
51.	Clause 11.2(a), Change Orders	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments in anticipation of carrying out a proposed Change; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
52.	Clauses 11.5(c)(i)(E)(aa), 11.5(e) and 11.5(g), SSJ Contractor may propose Change	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments in anticipation of carrying out an SSJ Contractor proposed Change; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
53.	Clauses 12.2(b)(i) and (b)(ii), Subcontract Proposal	The information redacted are dollar amounts.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value of a subcontract that qualifies for the application of the subcontracting tender processes required by the Principal under the SSJ Contract; and b) the SSJ Contractor is still in the process of engaging subcontractors. If the redacted dollar amounts were disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the SSJ Contractor, thereby prejudicing the SSJ Contractor's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>events and circumstances change.</p>
54.	Clause 12.7(h), Subcontracts	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the SSJ Contractor's entitlement to an adjustment to the Maximum Amount and the Design Fee (Signalling) Contract Upper Limiting Fee for specified variations under the Design Work (Signalling) Contract; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
55.	Clause 12.14(j)(i)(A), Reimbursable Work by SSJ Contractor or Related Body Corporate	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value of a subcontract that qualifies for the application of the subcontracting tender processes required by the Principal under the SSJ Contract; and b) the SSJ Contractor is still in the process of engaging subcontractors. If the redacted dollar amounts were disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the SSJ Contractor, thereby prejudicing the SSJ Contractor's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
56.	Clauses 12.16(e), 12.6(f) and 12.6(g), Vertical Transportation	The information redacted are the entire clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> (a) the information redacted set out the rights and obligations of the parties in relation to the DSI Contracts; (b) the Principal is still in the process of procuring a VT Contractor and finalising the terms of the DSI Contracts. If the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and (c) in doing so, revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	
57.	Clauses 12.17(d) and 12.17(e), Provisional Sum Work	The information redacted is the SSJ Contractor's payment entitlements.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information itemises the SSJ Contractor's payment entitlements in respect of specific categories of Provisional Sum Work; b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the SSJ Contractor's profit margins in relation to the Provisional Sum Work; and c) disclosure of the redacted information may provide insight on how the SSJ Contractor priced and accepted the Provisional Sum Work for the project. If this information were revealed, it could place the SSJ Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SSJ Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SSJ Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	
58.	Clause 14.27(c), Independent Property Impact Assessment Panel	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the obligation to pay the costs of the Independent Property Impact Assessment Panel; b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the SSJ Contractor's profit margins in relation to the contract; and c) disclosure of the redacted information may provide insight on how the SSJ Contractor priced and accepted its costs for the project. If this information were revealed, it could place the SSJ Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SSJ Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SSJ Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	
59.	<p>Clauses 15.13(b)(i)(B), 15.13(b)(ii)(B) and 15.13(b)(ii)(C), Suspension</p>	<p>The information redacted is the SSJ Contractor's entitlement to fee adjustments.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of the Principal Representative's direction to suspend; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	
60.	Clauses 15.14(c) and 15.15(d), Compression	The information redacted is the SSJ Contractor's entitlement to fee adjustments.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's entitlement to fee adjustments as a result of compression; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key risks, and therefore the risk that the SSJ Contractor was willing to price and accept. Exposing this information may also provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	
61.	Clause 15.14(h), Compression	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SSJ Contractor's obligation to compress the SSJ Contractor's Activities; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to the occurrence of a particular event under the extension of time regime, and therefore the level of risk that the SSJ Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	
62.	Clause 16.1(a)(ii)(I), Principal's payment obligation for design and construction	The information redacted is the term redacted under item 26 of this table.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a commercial position agreed in respect of the SSJ Contractor's Target Cost Offer, which is specific to the proposal submitted by the SSJ Contractor; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
63.	Clause 16.2(b)(i)(A)(ii), Payment Claims	The information redacted is the term redacted under item 26 of this table.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a commercial position agreed in respect of the SSJ Contractor's Target Cost Offer, which is specific to the proposal submitted by the SSJ Contractor; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	
64.	Clause 16.2(g)(ic), Payment Claims	The information redacted is the term redacted under item 26 of this table.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a commercial position agreed in respect of the SSJ Contractor's Target Cost Offer, which is specific to the proposal submitted by the SSJ Contractor; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
65.	Clause 16.4(a) and (b) – Provision of documentation and other requirements	The information redacted is percentages.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information identifies the percentage of the amount set out in the payment schedule that the Principal is obliged to pay the SSJ Contractor if the SSJ Contractor has not complied with the conditions listed in clause 16.4(a) or 16.4(b); b) the purpose of the clause is to incentivise the SSJ Contractor to provide all documents and achieve the other requirements set out in clause 16.4(a) and (b). The redacted information reflects a negotiated amount which the SSJ Contractor has priced and accepted; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the existence of a reduced obligation on the Principal to pay the SSJ Contractor the amount set out in a payment schedule if the SSJ Contractor fails to satisfy its obligations set out under clause 16.4(a) or 18.4(b). In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage. <p>Review: This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				events and circumstances change.
66.	Clause 16.9, Interest	The information redacted is the percentage and interest rate.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out detail in respect of the SSJ Contractor's entitlement to payment of interest on amounts unpaid, damages and amounts to be paid after resolution of a Dispute; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to amounts unpaid, damages and amounts to be paid after resolution of a Dispute. It may also provide insight on the SSJ Contractor's capabilities; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
67.	Clause 16.12(b), Outturn Cost Exceeds Target Cost	The information redacted is the term Management Fee.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out limitations on the SSJ Contractor's liability in connection with a particular event; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the SSJ Contractor's views on the likelihood of that key risk arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
68.	Clause 16.13, At-Risk Amount	The information redacted is the entire provision.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a commercial position agreed in respect of the SSJ Contractor's Target Cost Offer, which is specific to the proposal submitted by the SSJ Contractor; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the At-Risk Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
69.	Clause 17.6(d)(ii), Liquidated damages and indemnity for delay in achieving Construction Completion	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the daily limit on the indemnities provided by the SSJ Contractor in relation to Construction Completion; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key delay risks, in particular the risk that Construction Completion is not achieved by the relevant Date for Construction Completion. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of Construction Completion not being achieved by the relevant Date for Construction Completion; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the existence of the indemnities. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
70.	Clause 18.2(b), Indemnity by the SSJ Contractor	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out limitations on the SSJ Contractor's liability in connection with a particular event; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the SSJ Contractor's views on the likelihood of that key risk arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
71.	Clause 18.7, Professional indemnity insurance Clause 18.8, Construction Plant insurance Clause 18.9, Motor vehicle insurance Clause 18.10, Periods of insurance Clause 18.11, Evidence of policies Clause 18.12, Provisions in policies Clause 18.13, General obligations Clause 18.14, Premiums Clause 18.15, Undertaking to inform	The information redacted are the entire clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information concerns the insurance policies that the SSJ Contractor is required to effect and maintain, and includes the information on the scope and cover to be provided by the policies; b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the SSJ Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the SSJ Contractor was willing to price and accept; c) the scope of the insurance that the Principal requires the SSJ Contractor to effect may be taken as an indication of the risk levels involved with the SSJ Contractor's obligations under the SSJ Contract. This may have signalling effects to the market and provide insight into the TSE Contractor's financial arrangements; and d) by revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
72.	Clause 19.4(c)-(d), Immediate Termination or Take-Out	The information redacted is a percentage of the Maximum Amount and the Target Cost.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out limitations on the SSJ Contractor's liability in connection with a particular event; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the SSJ Contractor's views on the likelihood of that key risk arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
73.	Clause 21.1, Limitation of Liability	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the SSJ Contractor's total aggregate liability, including limits on the SSJ Contractor's aggregate liability; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to its liability under the SSJ Contract. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of the SSJ Contractor's being held liable for an event identified under clause 21.1; c) further, the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
74.	Clause 22.1(c), Notices generally	The information redacted are the names of individuals.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
75.	Clause 22.8(d), Indemnities to Survive	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out limits on the parties' liabilities under the SSJ Contract; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to the long term risks associated with the works, and therefore the level of risk that the SSJ Contractor was willing to price and accept. It would also provide insight on the SSJ Contractor's cost structure; c) the length of time that claims may be made with respect to design life were a key part of the proposal for the SSJ Contractor. Those time periods provide lucidity on the contractor's capabilities, and that information is expected to be used by the SSJ Contractor in the future; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
76.	Execution page of the general conditions	The information redacted is the execution clauses.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
77.	Schedule A1, Executive Negotiators	The information redacted are the names of the Executive Negotiators.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information is the names of individual persons.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
78.	Schedule A1, Design Fee	The information redacted is a	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	(Delivery Phase) Element	dollar amount.	<p><i>"commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value of the Design Fee (Delivery Phase) Element; b) exposing the redacted information would reveal the amount that the SSJ Contractor was willing to accept for the design work (and all affiliated risks) under the SSJ Contract . Exposing this information may provide insight into the SSJ Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
79.	Schedule A1, Design Fee	The information redacted is a	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	(Signalling) Contract Upper Limiting Fee	dollar amount.	<p><i>"commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value of the Design Fee (Signalling) Contract Upper Limiting Fee; b) exposing the redacted information would reveal the amount that the SSJ Contractor was willing to accept for a specific element of the design work (and all affiliated risks) under the SSJ Contract . Exposing this information may provide insight into the SSJ Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
80.	Schedule A1, Environmental	The information redacted is the	<i>Section 32(1)(d), item 3(a) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Representative	name of the Environmental Representative.	The disclosure of this information would reveal an individual's personal information. There is an overriding public interest against disclosure.	against disclosure of this information because the redacted information is the names of individual persons. The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
81.	Schedule A1, Executive Negotiators	The information redacted are the names of the Executive Negotiators.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i> The disclosure of this information would reveal an individual's personal information. There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information is the names of individual persons. The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
82.	Schedule A1, Percentage to be applied for Management Fee (Delivery Phase)	The information redacted is a percentage.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information sets out a percentage relevant to the Management Fee (Delivery Phase); b) exposing the redacted information would reveal the percentage that the SSJ Contractor was willing to accept for a specific element of the Target Cost (and all affiliated risks) under the SSJ Contract . Exposing this information may provide insight into the SSJ Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
83.	Schedule A1, Percentage to be applied for Management Fee (Provisional Sums)	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out a percentage relevant to the Management Fee (Provisional Sum); b) exposing the redacted information would reveal the percentage that the SSJ Contractor was willing to accept for Provisional Sums (and all affiliated risks) under the SSJ Contract . Exposing this information may provide insight into the SSJ Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. <p>Therefore the disclosure of the information could reduce the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
84.	Schedule A1, Maximum Amount	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the dollar amount in respect of the Maximum Amount; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the Maximum Amount. It may also provide insight on the SSJ Contractor's capabilities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. <p>Therefore the disclosure of the information could reduce the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
85.	Schedule A1, Preliminaries Fee (Delivery Phase) Limit	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the dollar amount for the Preliminaries Fee (Delivery Phase) Limit; b) exposing the redacted information would reveal the percentage that the SSJ Contractor was willing to accept for a specific element of the Target Cost (and all affiliated risks) under the SSJ Contract . Exposing this information may provide insight into the SSJ Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
86.	Schedule A1, Principal's Representative	The information redacted is the name of the Principal's Representative.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information is the names of individual persons.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
87.	Schedule A1, Self-Performed Margin	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out a percentage relevant to the Self Perform Margin; b) exposing the redacted information would reveal the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>percentage that the SSJ Contractor was willing to accept for Self-Performed Work (and all affiliated risks) under the SSJ Contract . Exposing this information may provide insight into the SSJ Contractor's profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
88.	Schedule A1, Share of Cost Overrun — percentage to be applied	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out a percentage relevant to the Share of Cost Overruns;</p> <p>b) exposing the redacted information would reveal the percentage that the SSJ Contractor was willing to accept for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Target Cost (and all affiliated risks) under the SSJ Contract. Exposing this information may provide insight into the SSJ Contractor's profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
89.	Schedule A1, Share of Savings - percentage to be applied	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out a percentage relevant to the Share of Savings;</p> <p>b) exposing the redacted information would reveal the percentage that the SSJ Contractor was willing to accept for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Target Cost (and all affiliated risks) under the SSJ Contract. Exposing this information may provide insight into the SSJ Contractor's profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests..</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
90.	Schedule A1, Target Cost Offer Submission Date	The information redacted is a date.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the date by which the SSJ Contractor must submit its Target Cost Offer;</p> <p>b) exposing the redacted information would reveal the period that the SSJ Contractor and the Principal were willing to allow</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>for pricing delivery of the SSJ Contract;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by disclosing the Target Cost Offer mechanism.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
91.	Schedule A1, Trade packages and Subcontractors	The information redacted are the names of Subcontractors.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the names of the various Subcontractors; and</p> <p>b) the SSJ Contractor is still in the process of engaging subcontractors. If the redacted names and dollar amount was disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the SSJ Contractor, thereby prejudicing the SSJ Contractor's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
92.	Schedule A1, Subcontractors required to execute deed in the form of Schedule A8	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a monetary threshold above which subcontractors are required to provide a deed in favour of the Principal; b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to its engagement of subcontractors; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. <p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
93.	Schedule A1, Losses	The information redacted is the definition of Losses in the context of the indemnity for delay.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the nature of the indemnities provided by the SSJ Contractor in relation to Construction Completion; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SSJ Contractor in relation to key delay risks, in particular the risk that Construction Completion is not achieved by the relevant Date for Construction Completion. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of Construction Completion not being achieved by the relevant Date for Construction Completion; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of the indemnities.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
94.	Schedule A1, Amount for termination for convenience	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out a percentage relevant to calculating the amount payable by the Principal for termination for convenience;</p> <p>b) the disclosure of the redacted information would provide insight on the amount that the SSJ Contractor was willing to accept if the Principal exercised its rights under clause 19.9. Exposing this information may provide insight into the SSJ Contractor's views on the likelihood of the Principal exercising this right;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of an entitlement of the SSJ Contractor to a percentage of the specified amounts in clause 19.10(a). In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
95.	Schedule A2, Table A2-1 Portions	The information redacted is Date for Construction Portion of each Portion and the Liquidated Damages rates.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out</p> <ul style="list-style-type: none"> a. the Date for Construction Completion of each Portion; and b. the rate of Liquidated Damages if Construction Completion does not occur by the Date for Construction Completion; <p>b) exposing the redacted information would reveal the risk that the SSJ Contractor priced and accepted in relation to Liquidated Damages regime and the relevant Dates for Construction Completion. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of there being a delay to the project;</p> <p>c) revealing the information would place the parties at a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the obligation of the SSJ Contractor to achieve Construction Completion of the relevant portions by the Date for Construction Completion for each Portion, otherwise liquidated damages will become payable. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
96.	Schedule A2, Table A2-2 Milestones	The information redacted is the Maximum Early Completion Payment and the Original Milestone Date and Extended Milestone Date for each Milestone.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> a. the Maximum Early Completion Payments; and b. the Original Milestone Dates; <p>b) exposing the redacted information would reveal the risk that the SSJ Contractor priced and accepted in relation to achievement of Milestones and the relevant dates for achieving such Milestones. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the ability for the SSJ Contractor to achieve Milestones and be entitled to various Milestone payments. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
97.	Schedule A2, 3, Milestones	The information redacted is the entire section.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the various percentages and principles for the calculation of the Maximum Early Completion Payment;</p> <p>b) exposing the redacted information would reveal the risk that the SSJ Contractor priced and accepted in relation to achievement of Milestones and the relevant amounts payable for achieving such Milestones. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities;</p> <p>c) revealing the information would place the parties at a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the ability for the SSJ Contractor to achieve Milestones and be entitled to various Milestone payments. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
98.	Schedule A3, Price	The information redacted is a description of the basis for calculation of the Reimbursable Cost Element.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the basis for the calculation of the Reimbursable Cost Element;</p> <p>b) exposing the redacted information would reveal the calculation of the Reimbursable Cost Element (and all affiliated risks) under the SSJ Contract. Exposing this information may provide insight into the SSJ Contractor's profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
99.	Schedule A4, clause 1(r) Preliminaries Fee (Delivery Phase)	The information redacted is a description of the Preliminaries Fee (Delivery Phase).	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out further detail in respect of the definition of the Preliminaries Fee (Delivery Phase); b) exposing the redacted information would reveal the form of payment that the SSJ Contractor was willing to accept for the Preliminaries. Exposing this information may provide insight into the SSJ Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
100.	Schedule A7, SSJ Contractor's Personnel	The information redacted are names and availability.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the names of individual persons and availability of each during the term of the SSJ Contract; b) exposing the redacted information would reveal the period that the SSJ Contractor was willing to offer key personnel for the performance of its obligations; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by disclosing the mechanism in respect of personnel.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
101.	Schedule A10, Form of SSJ Contractor Deed Poll	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the Date for Construction Completion of each Portion, and the rate of Liquidated Damages if Construction Completion does not occur by the Date for Construction Completion;</p> <p>b) exposing the redacted information would reveal the risk that the SSJ Contractor priced and accepted in relation to Liquidated Damages regime and the relevant Dates for Construction Completion. Exposing this information may provide insight into the SSJ Contractor's views on its potential capabilities and likelihood of there being a delay to the project;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the obligation of the SSJ Contractor to achieve Construction Completion of the relevant portions by the Date for Construction Completion for each Portion, otherwise liquidated damages will become payable. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
102.	Schedule A14, Deed of Disclaimer	The information redacted is the execution clauses.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
103.	Schedule A19, SSJ Interface Contractor Cooperation and Integration Deed	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the form of the interface agreement that the SSJ Contractor is to enter into with the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Interface Contractors;</p> <p>b) the disclosure of the redacted information would reveal the level of interface risk the SSJ Contractor was willing to price and accept in relation to the interface of the Project Works with the work of the Interface Contractors; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
104.	Schedule A20, SSJ Operator Cooperation and Integration Deed	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the form of the interface agreement that the SSJ Contractor is to enter into with the Operator;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the disclosure of the redacted information would reveal the level of interface risk the SSJ Contractor was willing to price and accept in relation to interface of the Project Works with the OTS2 Project Works; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
105.	Schedule A21, Cost Breakdown	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out a breakdown of the Reimbursable Cost Element and other amounts and descriptions of work to be performed under the SSJ Contract</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>relevant to such amounts which were bid as part of the SSJ Contractor's proposal, as at the date of the SSJ Contract;</p> <p>b) exposing the redacted information would reveal the amount that the SSJ Contractor was willing to accept for the work (and all affiliated risks) under the SSJ Contract . Exposing this information may provide insight into the SSJ Contractor's profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests..</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
106.	Schedule A26, SMCSW Master Interface Protocols Deed Poll	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the form of the interface protocols deed poll that the SSJ Contractor is to execute;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the disclosure of the redacted information would reveal the level of interface risk the SSJ Contractor was willing to price and accept in relation to the interface obligations; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
107.	Schedule A27, Collateral Warranty Deed Poll	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the form of the collateral warranty that the SSJ Contractor is to enter execute in favour of the Operator;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the disclosure of the redacted information would reveal the level of interface risk the SSJ Contractor was willing to price and accept in relation to its liability to the Operator; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
108.	Schedule A28, Vertical Transportation - DSI Contract Terms Sheet	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the information redacted set out the proposed terms of the DSI Contracts for the VT Contractor;</p> <p>(b) the Principal is still in the process of procuring a VT Contractor</p>

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			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and finalising the terms of the DSI Contracts. If the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>(c) in doing so, revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
109.	Schedule B8, Independent Certifier Deed	The information redacted is the entire schedule.	N/A	The Principal notes that this schedule reflects deed titled "Sydney Metro City & Southwest – Independent Certification of the SSJ Works Independent Certifier Deed" is expected to be executed in December 2017 (SSJ Independent Certifier Deed). The SSJ Independent Certifier Deed will be a separate class 3 contract for the purposes of the GIPA Act, and will be disclosed separately at the appropriate time.
110.	Schedule C1, Section 5.12, Interface Contractors Access Requirements	The information redacted is the entire clause	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information regulates the SSJ Contractors' relationship with Interface Contractors when accessing the site;</p> <p>b) the disclosure of the redacted information would reveal the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could disclose intellectual property that the SSJ Contractor has an interest in.</p> <p>There is an overriding public interest against disclosure.</p>	<p>level of interface risk the SSJ Contractor was willing to price and accept in relation to its interface obligations;</p> <p>c) the disclosure of the redacted information would reveal intellectual property the SSJ Contractor has an interest in; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. The Principal is in the process of negotiating the scope of works for the relevant interface contractors and disclosing the information would place the Principal as a substantial commercial disadvantage in these negotiations.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
111.	Schedule C1, Appendix B01, Section 2.2,	The information redacted is the entire clause	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Design Loadings		<p>expected to affect public safety or security.</p> <p>The disclosure of this information could disclose intellectual property that the SSJ Contractor has an interest in.</p>	<p>a) the redacted information sets out the design and structural loadings of the project;</p> <p>b) the disclosure of this information could disclose intellectual property that the SSJ Contractor has an interest in; and</p> <p>the redacted information exposes security vulnerabilities in the project. Revealing the redacted information may risk exposing the project to the risk of attack.</p>
112.	Schedule D1, Management Requirements, MR-PA Annexure D; MR-W Annexure B; MR-T Annexure B; MR-SY Annexure C Project Specific Requirements	The information redacted is the Project Specific Requirements	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the Project Specific Requirements in relation to each Management Requirement;</p> <p>b) the disclosure of this information could disclose intellectual property that the SSJ Contractor has an interest in; and</p> <p>c) disclosure of the redacted information may provide insight on how the SSJ Contractor priced and accepted its obligations relating to the Management Requirements for the project. If this information were revealed, it could place the SSJ Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SSJ Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SSJ Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could disclose intellectual property that the SSJ Contractor has an interest in.</p> <p>There is an overriding public interest against disclosure.</p>	
113.	Schedule E1, Project Site and Related Drawings	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out:</p> <ul style="list-style-type: none"> (i) the Site Access Drawings; and (ii) the Access Periods, <p>(as those terms are defined in Schedule E1 of the SSJ Contract);</p> <p>(b) the SSJ Contractor has obligations under the SSJ Contract with respect to accessing the Construction Site, including obligations relating to the prevention of delay and avoiding or minimising the consequences of such delay and disruption during construction. Revealing the redacted information would provide insight into the level of risk the SSJ Contractor was willing to price and accept. If this information were revealed, it could place the SSJ Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information would be readily accessible to other contractors who the SSJ Contractor may have to negotiate or bid against. Therefore the disclosure of the information could prejudice the SSJ Contractor's legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of the Site Access Schedule.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
114.	Schedule E2, Track Possessions and Temporary Shutdowns	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the track possession and temporary shutdown regime based on the proposal submitted by the SSJ Contractor; and</p> <p>b) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SSJ Contractor in relation to the SSJ Contractor's Program and related risks, and therefore the risk that the SSJ Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
115.	Schedule E5, Third Party Agreements	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Third Party Agreements between the Principal and third parties; b) the Principal is still in the process of negotiating the draft Third Party Agreements. The disclosure of the redacted information may prejudice the interests of the third parties and affect the status of the negotiations; and c) further, the disclosure of the redacted information would provide insight on the apportionment of risk between the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Principal and the SSJ Contractor in relation to the draft Third Party Agreements, and therefore the risk that the SSJ Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
116.	Schedule E7, Existing Assets	The information redacted is the entire schedule.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the information sets out the identify of Existing Assets and associated conditions of same; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(b) disclosure of the redacted information will provide insight on the scope of existing asset risk that the SSJ Contractor was willing to price and accept in relation to the Project Works. If this information were revealed, it could place the SSJ Contractor at a substantial commercial disadvantage when tendering or negotiating future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SSJ Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
117.	Schedule F1, Payment Schedule	The information redacted is the entire schedule.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information itemises:</p> <p>(i) the components of the Target Cost Development</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Phase Fees; and</p> <p>(ii) payment constraints in respect of the Target Cost Development Phase Fees and the Delivery Phase Fees;</p> <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the SSJ Contractor's profit margins in relation to the work;</p> <p>c) the itemisation of work may also reveal a program which the SSJ Contractor has invested a significant amount of time developing, and which the SSJ Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>d) disclosure of the redacted information may provide insight on how the SSJ Contractor priced and accepted the work for the project. If this information were revealed, it could place the SSJ Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SSJ Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SSJ Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
118.	Schedule F2, Schedule of Rates for Self-Performed Reimbursable	The information redacted is the entire schedule.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information itemises all rates (including Professional Rates, Labour Rates, Salary Multipliers, Plant &</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Work, Preliminary Fee Adjustments and Design Fee Adjustments		<p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Equipment Rates, Specialist Services and Site Investigations) for Self-Performed Work, Preliminary Fee Adjustments and Design Fee Adjustments;</p> <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the SSJ Contractor's profit margins in relation to the work;</p> <p>c) the itemisation of work may also reveal a program which the SSJ Contractor has invested a significant amount of time developing, and which the SSJ Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>d) disclosure of the redacted information may provide insight on how the SSJ Contractor priced and accepted the work for the project. If this information were revealed, it could place the SSJ Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SSJ Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SSJ Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
119.	Schedule F4, Parent Company Guarantee	The information redacted is the entire schedule.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the parent company guarantees between the Principal and the parent companies of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the SSJ Contractor;</p> <p>b) the redacted information is commercially sensitive, and if disclosed may provide a unique insight into the parties internal cost structures;</p> <p>c) disclosure of the redacted information may also provide insight on how the parties apportioned risk under the SSJ Contract, and therefore the risk that the SSJ Contractor was willing to price and accept; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
120.	Schedule F5, Insurance Policies	The information redacted is the entire schedule.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the terms of the contracts works and public and products liability insurance policies;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the SSJ Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the SSJ Contractor was willing to price and accept;</p> <p>c) the scope of the insurance may be taken as an indication of the risk levels involved with the SSJ Contractor's obligations under the SSJ Contract. This may have signalling effects to the market and provide insight into the SSJ Contractor's financial arrangements;</p> <p>d) knowledge of the extent of the insurance obligations may have adverse impacts on the SSJ Contractor's ability to negotiate with its subcontractors and other related parties, particularly in circumstances where the contractor seeks to ensure those parties effect their own insurance; and</p> <p>e) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
121.	Schedule F6, Performance Incentive Payment Schedule	The information redacted is the entire schedule.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the SSJ Contractor's entitlement to earn performance incentive payments;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information may also reveal risk that the SSJ Contractor was willing to price and accept in relation to the work in light of the incentive payments. It may also provide insight on the SSJ Contractor's capabilities; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
122.	Schedule F7, Cost Plan Requirements	The information redacted is a description of basis of calculation of	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the detail in respect of the calculation of contingency for the purpose of the Cost Plan;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		contingency for the purpose of the Cost Plan.	<p>The disclosure of this information discloses the SSJ Contractor's cost structure or profit margins and would place the SSJ Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information would reveal the percentage that the SSJ Contractor was willing to accept for a contingency (and all affiliated risks) under the SSJ Contract. Exposing this information may provide insight into the SSJ Contractor's profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Sydney Metro City & Southwest Sydenham Station and Junction Works Incentivised Target Cost Contract

Contract No: 410

Transport for NSW

ABN 18 804 239 602

John Holland Pty Ltd

ABN 11 004 282 268

Laing O'Rourke Australia Construction Pty Ltd

ABN 39 112 099 000

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THIS DEED is made on 20 September 2017

BETWEEN:

(1) **Transport for NSW** ABN 18 804 239 602 a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (the **Principal**); and

(2) **John Holland Pty Ltd** (ABN 11 004 282 268) of 70 Trenerry Crescent, Abbotsford VIC 3067; and

Laing O'Rourke Australia Construction Pty Ltd (ABN 39 112 099 000) of Level 4, 100 Arthur Street, North Sydney NSW 2060,

(together the **SSJ Contractor**).

RECITALS:

(A) The Principal is procuring Sydney Metro City & Southwest on behalf of the NSW government and the people of New South Wales.

(B) The Project Works are a critical component of Sydney Metro City & Southwest. The successful completion of the Project Works will require a high level of co-operation and collaboration between the SSJ Contractor and other works being procured by the Principal.

(C) Following the completion of a request for proposal process, the Principal selected the SSJ Contractor as the successful proponent for the delivery of the Project Works.

(D) The SSJ Contractor has agreed to undertake the SSJ Contractor's Activities for the Target Cost Development Phase, and if the Delivery Phase proceeds, the SSJ Contractor's Activities for the Delivery Phase in accordance with this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

In this Contract, unless the context otherwise indicates:

ABC Commissioner means the commissioner of the Australian Building and Construction Commission referred to in subsection 15(1) of the BCIIP Act.

ABCC means the body referred to in subsection 29(2) of the BCIIP Act.

Accepted Defect means a Defect (other than a Minor Defect) in relation to which the Principal has issued a direction under clauses 13.2(a)(iii), 13.2(a)(iv) or 13.2(a)(v) prior to the Date of Construction Completion of any Portion.

Access Period has the meaning given to that term in the Site Access Schedule.

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

Accredited Site Auditor means a person who is accredited as a site auditor under the *Contaminated Land Management Act 1997* (NSW).

Acoustics Advisor means the person identified in Schedule A1 as the acoustics advisor appointed by the Principal, or any replacement notified to the SSJ Contractor by the Principal's Representative.

Additional Third Party Agreement has the meaning given in clause 3.6.

Additional Track Possession or Power Isolation has the meaning given in clause 8.20(e).

Agreed Defect means a Defect (other than a Minor Defect) that:

- (a) the Principal, the SSJ Contractor and the Independent Certifier agree in writing; or
- (b) the Principal's Representative otherwise directs,

does not need to be rectified in order to achieve Construction Completion of a Portion.

Approved Subcontract Agreement means an agreement which is entered into by the SSJ Contractor with a Subcontractor on the terms which have been approved in writing by the Principal's Representative under clause 12.7(b) and the DSI Contract.

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

ASA Charter means the document which identifies the ASA's objectives, functions, powers and governance and the duties of Rail Transport Agencies and AEOs in relation to the ASA (as amended from time to time), a copy of which can be found on www.asa.transport.nsw.gov.au.

ASA Requirements has the meaning assigned to it in the ASA Charter.

Asset Lifecycle has the meaning assigned to it in the ASA Charter.

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

Asset Management Information means the information required to be delivered by the SSJ Contractor as set out in MR-T.

Asset Standards Authority or **ASA** means the unit within Transport for NSW which functions include setting, controlling, maintaining, owning and publishing the network and asset standards for NSW Rail Assets as defined in the ASA Charter. Information about the ASA and the network and asset standards can be found on www.asa.transport.nsw.gov.au.

Associates means:

- (a) in respect of the Principal, the Principal's Representative and any of the respective employees, agents, contractors or officers of the Principal and the Principal's Representative, but excludes:
 - (i) the Independent Certifier;

- (ii) the Environmental Representative;
 - (iii) the SSJ Contractor and its Subcontractors;
 - (iv) any Interface Contractors and their respective subcontractors;
 - (v) the Operator and its subcontractors; and
 - (vi) employees, agents, consultants and officers of the persons listed in paragraphs (i) to (v) above; and
- (b) in respect of the SSJ Contractor, its Subcontractors, each entity that comprises the SSJ Contractor, the Parent Company Guarantors and any of the respective employees, agents, contractors or officers of the SSJ Contractor, its Subcontractors and the Parent Company Guarantors (excluding the Independent Certifier and its employees, agents, consultants and officers).

At-Risk Amount means [REDACTED]

ATSB means the Australian Transport Safety Bureau constituted under the *Transport Safety Investigation Act 2003* (Cth).

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

Authorised Engineering Organisation or AEO means a legal entity to whom the ASA has issued an ASA Authorisation.

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

Authority Approval means any licence, permit, consent, approval, determination, exemption, certificate, memorandum of understanding, notification or permission from any Authority or under any Law, or any requirement made under any Law, which must be obtained or satisfied (as the case may be):

- (a) to carry out the SSJ Contractor's Activities;
- (b) to conduct work in the Rail Corridor;
- (c) to deal with, transport or dispose of Contamination or Waste; or
- (d) in connection with the Construction Site and any Extra Land (but only to the extent required for the performance of the SSJ Contractor's Activities);
- (e) for the use and occupation of:
 - (i) any Portion (both individually and in combination with any earlier completed Portions) after Construction Completion of the Portion; or
 - (ii) the Project Works after Construction Completion of every Portion;

(f) otherwise to comply with Law,

and for the avoidance of doubt includes:

(g) the Planning Approval; and

(h) any EPL issued in relation to the SSJ Contractor's Activities,

but does not include:

(i) any direction given by the Principal or the Principal's Representative pursuant to this Contract; or

(j) the exercise by the Principal of its rights under this Contract.

Bank Bill means a bill of exchange (under the *Bills of Exchange Act 1909*) which has been accepted by any bank authorised under a Law of the Commonwealth or any State to carry on banking business.

Bank Bill Rate is, for the relevant period:

(a) the rate, expressed as a yield percent per annum (rounded downwards to 2 decimal places) quoted as the average bid rate on the Reuters monitor system page BBSY or any page which replaces that page) at about 10.30am (Sydney time) on the first day of the relevant period, for Bank Bills having a tenor of approximately 90 days; or

(b) if there is a manifest error in the calculation of the average bid rate under paragraph (a) or if no average bid rate is published for Bank Bills or that tenor in accordance with paragraph (a), the bid rate agreed in good faith by the SSJ Contractor and the Principal having regard to the rates otherwise bid for Bank Bills having a tenor as described above at or around that time.

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

Building Code means the *Code for Tendering and Performance of Building Work 2016* (Cth), or any subsequent code of practice which takes effect and supersedes that Code.

Building Work has the meaning given to that term in subsection 3(4) of the Building Code.

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

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

Certified Environmental Consultant means an environmental consultant that holds current certification as:

(a) a "Certified Practitioner: Site Assessment and Management" from Site Contamination Practitioners Australia; or

(b) a "Certified Environmental Practitioner" in the "Contaminated Land Specialist" category from the Environment Institute of Australia and New Zealand.

Chain of Responsibility Management Plan means the Contract Management Plan which is required to be provided and implemented by the SSJ Contractor pursuant to, and in accordance with, the MRs and the Planning Approval.

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

Change means any change to the SSJ Contractor's Activities, the Project Works or the Temporary Works including:

- (a) any addition or increase to, or decrease, omission or deletion from, the SSJ Contractor's Activities, the Project Works or the Temporary Works;
- (b) any change to the character or quality, or demolition or removal, of any material or work; or
- (c) any change to the levels, lines, positions or dimensions of any part of the Project Works or the Temporary Works,

but it excludes any Provisional Sum Work.

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

- (a) was published or of which public notice had been given (even as a possible change in the Codes and Standards); or
- (b) a person experienced and competent in the delivery of works and services similar to the Project Works or the SSJ Contractor's Activities (as applicable) would have reasonably foreseen or anticipated.

Change in Planning Approval means a change:

- (a) in a Planning Approval which has been obtained by the Principal which is in existence as at the date of this Contract;
- (b) which is not caused or contributed to by an act or omission of the SSJ Contractor; and
- (c) which occurs after the date of this Contract.

Change in Law means any of the following if it takes effect after the date of this Contract:

- (a) the amendment, repeal or change in an existing Law (other than a change in an Authority Approval); or
- (b) a new Law (other than a new Authority Approval),

compliance with which:

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

- (d) directly results in an increase or decrease in the SSJ Contractor's costs of carrying out the SSJ Contractor's Activities, or a delay to the SSJ Contractor achieving Construction Completion of a Portion by the relevant Date for Construction Completion in accordance with clause 15.7(a),

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

- (e) in respect of Tax;
- (f) which was caused or contributed to by any act or omission of the SSJ Contractor;
- (g) which, as at the date of this Contract:
 - (i) was published or of which public notice had been given (even as a possible amendment, repeal or change in an existing Law or a possible new Law); or
 - (ii) a person experienced and competent in the delivery of the works and services similar to the Project Works or the SSJ Contractor's Activities would have reasonably foreseen or anticipated.

Change Order has the meaning given in clause 11.2.

Change Proposal Request has the meaning given in clause 11.1.

City Stations means Crows Nest, Victoria Cross, Barangaroo, Martin Place, Pitt Street, Central, Waterloo and Sydenham stations.

Claim includes any claim, demand, action, proceeding or suit of any kind whatsoever for an increase in any component of the Target Cost, for payment of money (including costs, expenses, losses or damages), for an extension of time to a Date for Construction Completion or for any other form of relief:

- (a) under, arising out of, or in any way in connection with, this Contract, including any direction of the Principal's Representative;
- (b) arising out of, or in any way in connection with, the SSJ Contractor's Activities or the Project Works or either party's conduct prior to the date of this Contract; or
- (c) otherwise at Law or in equity including:
 - (i) under or for breach of statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution, including restitution based on unjust enrichment, on a quantum meruit or in quasi-contract.

Code for the Tendering and Performance of Building Work means the building code issued under section 34 of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

Codes and Standards means:

- (a) the codes and standards specified in section 4.2 of the SWTC; and
- (b) the Code of Practice for Procurement (January 2005), NSW Government Policy on Aboriginal Participation in Construction (May 2015), NSW Code, NSW Guidelines,

Environmental Management Systems Guidelines (3rd edition) (May 2014), WHS Guidelines, Training Management Guidelines (February 2009), Quality Management System Guidelines for Construction (August 2013), GREP and any other NSW Government guidelines and requirements specified or required by this Contract.

Collateral Warranty Deed Poll means the deed poll entitled "Collateral Warranty Deed Poll" to be executed by the SSJ Contractor in favour of the Operator in substantially the same form as Schedule A27.

Commissioning has the meaning given to that term in the MR-Prelude.

Commonwealth means the Commonwealth of Australia.

Compensable Contamination means Contamination:

- (a) other than General Solid Waste; and
- (b) the presence of which:
 - (i) is either not identified in or could not be reasonably inferred from the Reports; and
 - (ii) could not have been identified or could not have been reasonably anticipated by a competent and experienced contractor which has:
 - (A) done those things the SSJ Contractor is deemed to have done under clause 8.7(b) as at the date of this Contract; and
 - (B) done those things the SSJ Contractor is deemed to have done under clause 8.7(c) as at the date of submitting the Target Cost Offer.

[REDACTED]

[REDACTED]

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

Completion means the stage in the execution of the SSJ Contractor's Activities in respect of a Portion (other than Portion 1) when:

- (a) Construction Completion has been achieved in respect of the Portion;
- (b) the SSJ Contractor has given to the Principal's Representative (with a copy to the Operator if required by the Principal) all Asset Management Information (including as-built drawings) certified by the Independent Certifier under clause 9.15(c)(ii) relating to that Portion;
- (c) the SSJ Contractor has corrected all Minor Defects and Agreed Defects that are listed in the Independent Certifier's Notice of Construction Completion; and

- (d) in respect of the final Portion to reach Completion, the SSJ Contractor has executed and delivered the Collateral Warranty Deed Poll.

In respect of Portion 1, Completion will be deemed to occur on the Date of Construction Completion.

Completion Steering Committee means the group referred to in clause 14.23.

Completion Working Group means the group referred to in clause 14.24.

Confidentiality Undertaking means a confidentiality undertaking in the form set out in Schedule B7.

Configuration Change Acceptance Notice means a notice of that name issued by the Configuration Control Board in respect of Design Documentation.

Configuration Control Board means the board established by TfNSW to manage configuration changes for the Sydney Metro delivery office in accordance with the Configuration Management Framework.

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

Consequential Loss means any:

- (a) loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of use or loss of production (whether the loss is direct or indirect); or
- (b) direct or indirect financing costs,

whether present or future, fixed or unascertained, actual or contingent.

Construction Completion means the stage in the execution of the SSJ Contractor's Activities in respect of a Portion (other than Portion 1) when:

- (a) the Portion is complete in accordance with this Contract except for any:
 - (i) Minor Defects;
 - (ii) Accepted Defects; and
 - (iii) Agreed Defects;
- (b) the SSJ Contractor has rectified all Mandatory Defects;
- (c) the SSJ Contractor has:
 - (i) carried out and passed all tests that:
 - (A) are required under this Contract to be carried out and passed before the Portion reaches Construction Completion; or
 - (B) must necessarily be carried out and passed before the Portion can be used for its intended purpose and to verify that the Portion is in the condition this Contract requires it to be in at Construction Completion;

- (ii) obtained all Authority Approvals that it is required under this Contract to obtain before Construction Completion of the Portion and provided such Authority Approvals to the Principal's Representative;
- (iii) given to the Principal's Representative (with a copy to the Operator or any other party as required by the Principal) all documents and information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of the Portion which:
 - (A) are required by this Contract to be given to the Principal's Representative before Construction Completion of the Portion; or
 - (B) must necessarily be handed over before the Portion can be used for its intended purpose,

including copies of all documentation in accordance with the requirements of MR-T, but not including Asset Management Information (including as-built drawings) as directed by the Principal's Representative;
- (iv) executed a certificate in the form of Schedule B4 for the Portion and provided it to the Principal's Representative and the Independent Certifier;
- (v) provided the training required by the SWTC and MRs to the reasonable satisfaction of the Principal's Representative; and
- (vi) removed all Construction Plant from the parts of the Construction Site that relate to the Portion, other than any Construction Plant necessary to facilitate the handover of the Portion to the Principal or retained on the Construction Site in accordance with clause 3.10(c) (where approved by the Principal's Representative in accordance with clause 3.10(c));
- (d) the SSJ Contractor has, in respect of any Extra Land occupied or used in connection with the Portion, provided the Principal's Representative with:
 - (i) properly executed releases on terms satisfactory to the Principal's Representative from all claims or demands from the owners or occupiers of the Extra Land and from other persons having interests in such land; or
 - (ii) statements under clause 8.5(c)(iii); and
- (e) the SSJ Contractor has done everything else which is stated to be a condition precedent to Construction Completion of the Portion or which the SSJ Contractor is otherwise expressly required by this Contract to do before Construction Completion of the Portion.

In respect of Portion 1, Construction Completion will be deemed to occur once the SSJ Contractor has prepared and submitted in accordance with the requirements of this Contract the Design Documentation for Design Stage 3 for the Brownfield Rail Works (SWTC section 2.3.2.1), Sydenham Junction Works (SWTC section 2.3.2.2) and the Utility Service Works, excluding the signalling interlocking data required for the computer based interlocking.

Construction Environmental Management Plan means the plan which forms part of the Contract Management Plan which is required to be provided and implemented by the SSJ Contractor pursuant to, and in accordance with, the MRs and the Planning Approval.

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

Construction Site means the Project Site and the Temporary Areas.

Contamination means the presence in, on or under land or water or any other aspect of the Environment of:

- (a) a substance (whether occurring naturally or otherwise) which is at a concentration above the concentration at which the substance (whether occurring naturally or otherwise) is normally present in, on or under land or water or any other aspect of the Environment in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment; or
- (b) a Hazardous Chemical.

Contestable Utility Service Work means the work identified as Contestable Utility Service Work in Schedule A22.

Contract means this contract between the Principal and the SSJ Contractor in respect of the Project Works.

Contract Documentation and Materials has the meaning given in clause 10.13(b).

Contract Management Plan means the documents required to be provided and implemented by the SSJ Contractor pursuant to the MR-PA and as developed, amended or updated from time to time in accordance with the Contract.

Contract Price means, subject to this Contract, the sum of:

- (a) the Design Fee;
- (b) the Design Fee (Signalling);
- (c) the Management Fee;
- (d) the Preliminaries Fee;
- (e) the Reimbursable Costs;
- (f) the Target Cost Development Phase Site Investigations Fee; and
- (g) the amounts paid to the SSJ Contractor in respect of Provisional Sum Work.

Cost Breakdown means:

- (a) the reimbursable cost estimates submitted by the SSJ Contractor in its Proposal; and
- (b) the indicative value of the value engineering opportunities specified in Schedule A4,

set out in Schedule A21.

Cost Incentive means the amounts (if any) to which the SSJ Contractor may become entitled to or which may become payable by the SSJ Contractor under clause 16.11(a).

Cost Plan means the cost plan prepared in accordance with the requirements for the cost plan set out in Schedule F7 and accepted as part of the Target Cost Offer.

Crown Building Work has the meaning given to that term in section 109R of the *Environmental Planning and Assessment Act 1979* (NSW).

Date for Completion means in respect of a Portion (other than Portion 1) the date that is 90 days after the Date of Construction Completion of the relevant Portion.

Date for Construction Completion means, in respect of a Portion:

- (a) at the date of this Contract, the applicable date specified for the Portion in Schedule A2; or
- (b) where, in respect of a Portion, an extension of time for Construction Completion is granted by the Principal's Representative or allowed in any Expert's determination or arbitration or litigation proceedings, the date resulting therefrom.

Date of Completion means:

- (a) the date notified in a Notice of Completion as the date Completion was achieved; or
- (b) where another date is determined in any Expert's determination or arbitration or litigation proceedings as the date upon which Completion was achieved, that date.

Date of Construction Completion means:

- (a) the date notified in a Notice of Construction Completion as the date Construction Completion was achieved; or
- (b) where another date is determined in any Expert's determination or arbitration or litigation proceedings as the date upon which Construction Completion was achieved, that date.

Declaration of Compliance means a declaration in substantially the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code.

Deed of Disclaimer means each deed of disclaimer signed by the SSJ Contractor in favour of the Principal, a copy of which appears in Schedule A14.

Defect means any:

- (a) defect, deficiency, fault, error or omission in the Project Works or Temporary Works; or
- (b) any:
 - (i) cracking, shrinkage, movement or subsidence in the Project Works or Temporary Works; or
 - (ii) other aspect of the Project Works, Temporary Works or SSJ Contractor's Activities,

which is not in accordance with the requirements of this Contract,

but does not include:

- (c) any damage caused to the Project Works after the Date of Construction Completion to the extent that damage was not caused or contributed to by the SSJ Contractor or its Associates; or
- (d) any of the matters in paragraph (a) or (b) arising in respect of the Project Works after the Date of Construction Completion due to a failure to operate and maintain the Project Works in accordance with the operation and maintenance manuals forming part of the Asset Management Information.

Defects Correction Period means a period referred to in clauses 13.6, 13.7(a), 13.8(a) or 13.9.

Delivery Phase means the period commencing on the date one of the circumstances in clause 4.1 has occurred, during which the SSJ Contractor must:

- (a) complete all remaining Design Work;
- (b) construct the Project Works; and
- (c) carry out all other SSJ Contractor's Activities not completed during the Target Cost Development Phase.

Design Agreement means an agreement which is entered into by the SSJ Contractor with a Designer for the Target Cost Development Phase or otherwise on the terms which have been approved in writing by the Principal's Representative under clause 12.18(a)(i).

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

Design Fee means Design Fee (Target Cost Development Phase) and Design Fee (Delivery Phase).

Design Fee (Delivery Phase) means the aggregate of in respect of:

- (a) Design Work other than Self-Performed Design Work, all amounts properly and actually incurred and payable by the SSJ Contractor to Designers (other than the Signalling Designer) for the performance of Design Work during the Delivery Phase in accordance with the Design Agreements; and
- (b) Self-Performed Design Work (if any):
 - (i) to the extent that the SSJ Contractor and the Principal's Representative have agreed that the Self-Performed Design Work will be subject to a fixed price, that agreed amount; and
 - (ii) otherwise, the sum ascertained by multiplying the number of hours the design resource is employed in the execution of the Self-Performed Design Work for any given period under the Contract by:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Design Fee (Signalling) means [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Design Fee (Signalling) Contract Upper Limiting Fee means [REDACTED]
[REDACTED]

Design Fee (Target Cost Development Phase) means [REDACTED]
[REDACTED]

Design Management Plan means the Contract Management Plan referred to as the Design Management Plan in the SWTC, as updated from time to time in accordance with clause 14.11.

Design Stage means each of Design Stage 1, Design Stage 2 and Design Stage 3.

Design Stage 1 means stage 1 of the development of the Design Documentation as described in MR-T and MR-Prelude.

Design Stage 2 means stage 2 of the development of the Design Documentation as described in MR-T and MR-Prelude.

Design Stage 3 means stage 3 of the development of the Design Documentation as described in MR-T and MR-Prelude.

Design Work means the design work to be carried out by the SSJ Contractor in designing the Project Works and Temporary Works including technical support during construction and those tasks defined in Schedule C3, and the Design Work (Signalling).

Design Work (Signalling) means the design work to be carried out by the Signalling Designer under the Design Work (Signalling) Contract.

Design Work (Signalling) Contract means the contract between the Principal and the Signalling Designer dated 27 July 2017.

Design Work (Signalling) Contract Deed of Novation means a deed between the Principal, the SSJ Contractor and the Signalling Designer substantially in the form of Schedule A23.

Designer means all designers engaged by the SSJ Contractor in relation to performing the Design Work, including the Signalling Designer.

Dispute has the meaning given to that term in clause 20.1.

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

Draft Third Party Agreement has the meaning given in clause 3.6(a)(iii)(A).

DSI Contract means the contract to be entered into between the SSJ Contractor and the VT Contractor in respect of the Vertical Transportation Work.

Early Completion Payment means any amount to which the SSJ Contractor may become entitled to under Schedule A2 in respect of a Milestone.

Environment means components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter and any living organism;
- (d) human-made or modified structures and areas; and
- (e) interacting natural ecosystems that include components referred to in paragraphs (a) to (c).

Environmental Documents means the documents listed as such in Schedule E3 and Appendix B8 of the SWTC.

Environmental Representative means the person identified in Schedule A1 as the environmental manager appointed by the Principal, or any replacement notified to the SSJ Contractor by the Principal's Representative.

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

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

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

Excepted Risk means:

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

in each case occurring within Australia and only to the extent not caused by the SSJ Contractor or its Associates.

Excluded Claim means any claim:

- (a) with respect to a Change in Law under clause 7.4;
- (b) for a Change directed in accordance with clause 11.2 or a direction by the Principal's Representative to which clause 23.1 applies;
- (c) for an extension of time under clause 15.8; or
- (d) for payment under clause 16.

Excluded Costs means any of the following amounts paid or payable by the SSJ Contractor or incurred by the SSJ Contractor:

- (a) amounts incurred in correcting Defects, including amounts paid or payable by the SSJ Contractor to any Subcontractors for correcting Defects;
- (b) amounts (including damages) paid or payable by the SSJ Contractor to any Subcontractors or third party by reason of any breach of contract or other wrongful act or omission by the SSJ Contractor including a breach by the SSJ Contractor of the Contract, except to the extent that such breach or wrongful act or omission was directly caused by any breach of contract or other wrongful act or omission of the Principal;
- (c) subject to clauses 18.1(d) and 18.1(e), amounts incurred in carrying out any replacement, making good or repair under clause 18.16 (including any excesses and deductibles under any insurances amounts which are recovered or but for the SSJ Contractor's failure to comply with the relevant insurance policy would have been reimbursed under insurance policies, and any amounts paid or payable by the SSJ Contractor to any Subcontractors);
- (d) any legal, expert or other consultants costs incurred by the SSJ Contractor arising out of or in connection with any Approved Subcontractor Agreement other than as provided in clause 12.11;

- (e) other amounts not properly incurred in respect of the execution of the Reimbursable Work or which the Contract provides are to be borne or paid by the SSJ Contractor or to be a debt due from the SSJ Contractor to the Principal or which are payable by the SSJ Contractor to the Principal under any indemnity;
- (f) costs which the SSJ Contractor cannot substantiate on an arm's length or Open Book Basis;
- (g) any costs attributable to the termination of a Subcontractor and the engagement of a replacement subcontractor;
- (h) amounts in respect of which the Management Fee, Design Fee and the Preliminaries Fee are paid or payable;
- (i) liquidated damages;
- (j) amounts paid or payable under any indemnity in this Contract;
- (k) amounts which are recovered or but for the SSJ Contractor's failure to comply with the relevant insurance policy would have been reimbursed under insurance policies;
- (l) amounts payable by the SSJ Contractor under clause 1(e) of the expert determination rules in Schedule A17;
- (m) other amounts stated in any other provision of this Contract:
 - (i) to not be "Reimbursable Costs";
 - (ii) for which the Principal is expressly stated to not be liable for; or
 - (iii) to be at the SSJ Contractor's cost.

Excluded Costs (Design) means any of the following amounts paid or payable by the SSJ Contractor or incurred by the SSJ Contractor during the Delivery Phase:

- (a) amounts incurred in correcting defective Design Work, including amounts paid or payable by the SSJ Contractor to any Designers for correcting defective Design Work;
- (b) amounts (including damages) paid or payable by the SSJ Contractor to any Designers by reason of any breach of contract or other wrongful act or omission by the SSJ Contractor including a breach by the SSJ Contractor of the Contract, except to the extent that such breach or wrongful act or omission was directly caused by any breach of contract or other wrongful act or omission of the Principal;
- (c) any legal, expert or other consultants costs incurred by the SSJ Contractor arising out of or in connection with any Design Agreement other than as provided in clause 12.11;
- (d) other amounts not properly incurred in respect of the execution of the Design Work or which the Contract provides are to be borne or paid by the SSJ Contractor or to be a debt due from the SSJ Contractor to the Principal or which are payable by the SSJ Contractor to the Principal under any indemnity;

- (e) costs which the SSJ Contractor cannot substantiate on an arm's length or Open Book Basis;
- (f) any costs attributable to the termination of a Designer and the engagement of a replacement designer;
- (g) amounts in respect of which the Management Fee, Reimbursable Costs and the Preliminaries Fee are paid or payable;
- (h) amounts paid or payable under any indemnity in this Contract;
- (i) amounts which are recovered or but for the SSJ Contractor's failure to comply with the relevant insurance policy would have been reimbursed under insurance policies; and,
- (j) other amounts stated in any other provision of this Contract:
 - (i) for which the Principal is expressly stated to not be liable for; or
 - (ii) to be at the SSJ Contractor's cost.

Exclusion Sanction has the meaning given to that term in subsection 3(1) of the Building Code.

Executive Negotiators means the persons described in Schedule A1.

Existing Asset means the assets described in Schedule E7.

Existing Operations means:

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

on or in the vicinity of the Construction Site.

Existing Operator means:

- (a) RailCorp;
- (b) Sydney Trains;
- (c) NSW Trains;
- (d) RMS;
- (e) Ausgrid;
- (f) Sydney Water;
- (g) Telstra;
- (h) Qenos;
- (i) Jemena; or

- (j) any other person who owns, operates or controls any infrastructure (including existing infrastructure, infrastructure that is under construction and the Utility Services) or undertakes any business or operation on or in the vicinity of the Construction Site,

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

Expert means a person(s) appointed to determine a Dispute pursuant to clause 20.4.

Extended Milestone Date means the date described as the extended milestone date in Table 3 of Schedule A2.

Extension Event means:

- (a) an act or omission of the Principal or the Principal's Representative (including any breach of contract or Change directed by the Principal's Representative) but excluding any act or omission of the Principal or the Principal's Representative authorised or permitted by the Contract; or
- (b) the cancellation of a Track Possession:
 - (i) less than 12 weeks prior to the time at which it was planned to commence in accordance with Schedule E2; or
 - (ii) with more than 12 weeks' notice prior to the time at which it was planned to commence in accordance with Schedule E2, but without the provision of an alternative Track Possession at a time the SSJ Contractor is reasonably able to utilise in substitution for the cancelled Track Possession;
- (c) compliance with any Change in Codes and Standards as described in clause 7.3;
- (d) compliance with any Change in Law as described in clause 7.4;
- (e) a Change in Planning Approval, but only where the change has a direct effect on the SSJ Contractor carrying out the SSJ Contractor's Activities and necessitates a Change as described in clause 7.5;
- (f) a legal challenge to the assessment, determination or modification of a Planning Approval as described in clause 7.6(b);

■ [REDACTED]

■ [REDACTED]

- (i) a failure by the Principal to provide access to the Construction Site in accordance with clause 8.1, including failure to provide a Temporary Shutdown (but not including cancellation of a Track Possession);
- (j) compliance with:
 - (i) a direction given by the Principal's Representative in accordance with clause 8.11(b)(iv); or

- (ii) requirements of Authorities or Law in accordance with clause 8.11(b)(iii);
- (k) the Configuration Change Acceptance Notice has not been obtained as contemplated by clause 10.8(m);
- (l) any Change under clause 11;
- (m) suspension of the Project Works by the Principal unless the direction to suspend is as a result of the SSJ Contractor's failure to perform its obligations in accordance with this Contract, as described in clause 15.13;
- (n) a Force Majeure Event;
- (o) a Native Title Claim;

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

- (b) a declared terrorist incident as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth) occurring within Australia;
- (c) an earthquake occurring within Australia;
- (d) a flood which might at the date of this Contract be expected to occur less frequently than once in every 100 years (based on the 1:100 year average recurrence interval flood event) occurring within Australia; or
- (e) a fire or explosion resulting from an event referred to in paragraphs (a) to (d) (inclusive) of this definition above occurring within Australia,

which:

- (f) is beyond the reasonable control of the SSJ Contractor and its Associates; and
- (g) prevents or delays the SSJ Contractor from performing an obligation under this Contract, where that event or the consequence of that event does not arise from any act or omission of the SSJ Contractor (including from any breach by the SSJ Contractor of a term of this Contract).

General Conditions means clauses 1 to 24 of this Contract.

General Solid Waste means Contamination which is general solid waste (non putrescible) as defined in the Department of Environment, Climate Change and Water NSW Waste Classification Guidelines dated December 2009.

Global Safety Interface Agreement means the Third Party Agreement of that name set out in Schedule E5.

Good Industry Practice means that degree of skill, care, prudence, foresight and practice which would reasonably be expected from time to time of a skilled and experienced person, engaged in the same or similar type of undertaking as that of the SSJ Contractor or its Associates in Australia, as the case may be, under the same or similar circumstances as the performance of the SSJ Contractor's Activities and which includes compliance with all Laws relating to the Environment and all guidelines made or approved by the EPA.

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

- (a) greenhouse gas emissions, energy production or energy consumption; and
- (b) reduction of greenhouse gas emissions, removal of greenhouse gases or offsets of greenhouse gas emissions from any greenhouse gas project,

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

GREP means the NSW Government Resource Efficiency Policy (as amended from time to time).

GST Legislation has the meaning given in clause 16.15(i)(ii).

Hazardous Chemical has the meaning given in WHS Legislation.

IC Design Review Period means:

- (a) in the case of Design Documents (as defined in the WAD) which include the installation, erection, alteration, operation or removal of traffic control lights on any road or road related area, the period specified in the WAD;
- (b) in the case of Design Documents (as defined in the WAD) which include the construction, erection, affixing, marking, repair, alteration or removal of a traffic control facility (as defined in Part 6 of the *Transport Administration Act 1988* (NSW)) or road work (as defined in the *Roads Act 1993* (NSW)), the period specified in the WAD; and
- (c) in any other case, 20 Business Days,

of the date on which any Design Documentation for any Design Stage is submitted in accordance with clause 10.4.

IC Design Re-Review Period means the number of Business Days taken by the SSJ Contractor to re-submit the Asset Management Information rejected under clause 9.15(c)(i), provided that:

- (a) if the SSJ Contractor has taken less than 5 Business Days to re-submit the Asset Management Information, the period is 5 Business Days; or
- (b) if the SSJ Contractor has taken more than 15 Business Days to re-submit the Asset Management Information, the period is 15 Business Days.

Incident means any of the following incidents or events arising out of or in connection with the SSJ Contractor's Activities:

- (a) any work health and safety or environmental or security incident including:
 - (i) a fatality or injury to any person including any incident which must be reported to SafeWork NSW, ONRSR, or other work health and safety regulator;
 - (ii) an occurrence or set of circumstances as a consequence of which pollution (air, water, noise or land) or an adverse environmental impact has occurred or is likely to occur;
 - (iii) any fire or dangerous event on the Construction Site or Extra Land;
 - (iv) a security breach;
 - (v) any unauthorised removal of trees;
 - (vi) any incident involving the community;
 - (vii) any accidents involving damage to persons or property occurring upon or in the vicinity of the Construction Site or any Extra Land or in the supply chain where the Chain of Responsibility Provisions apply;
 - (viii) a non-compliance with an Authority Approval;
 - (ix) any public complaint; or
 - (x) any incident defined in MR-S;

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

and includes:

- (c) a near miss, breach of procedure, quality failure and/or injuries to contractors and members of the public; and
- (d) a "notifiable incident" under the WHS Legislation and a "notifiable occurrence" under the Rail Safety National Law.

Independent Certifier means the person(s) appointed from time to time by the Principal and the SSJ Contractor to perform the role ascribed to the Independent Certifier under the Independent Certifier Deed.

Independent Certifier Deed means the deed so titled dated on or about the date of the commencement of the Delivery Phase between the Principal, the SSJ Contractor and the Independent Certifier substantially in the form set out in Schedule B8.

Independent Certifier's Representative has the meaning given to that term in the Independent Certifier Deed.

Independent Estimator means the independent estimator appointed in accordance with clause 9.14(b).

Independent Property Impact Assessment Panel means the independent property impact assessment panel established by the Principal for the purpose of the Project in accordance with the requirements of the Planning Approval.

Independent Safety Advisor means the independent safety advisor appointed in accordance with clause 9.14(a).

Independent Safety Assessment means an independent safety assessment undertaken in accordance with the Major Project Guidelines.

Information Documents means:

- (a) the items specified in Schedule A15; and
- (b) all other documents, core and other samples, Schedules and materials in any format or medium including any electronic form provided to the SSJ Contractor unless expressly identified as forming part of this Contract,

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

Initial Contract Management Plans means the initial Contract Management Plans set out in Schedule D2.

Initial Reports means the reports attached at Schedule A16 and **Initial Report** means any one of them as the context may require.

Insolvency Event means when:

- (a) one party informs the other party in writing, or its creditors generally, that the party is insolvent or is unable to proceed with its obligations under this Contract for financial reasons;
- (b) in relation to an individual, the individual (being a party) commits an act of bankruptcy, a bankruptcy petition is presented against the individual or the individual is made bankrupt;
- (c) execution is levied against a party by a creditor, debenture holders or trustees or under a floating charge; or
- (d) in relation to a corporation any one of the following:
 - (i) notice is given of a meeting of creditors with a view to the corporation entering into a deed of company arrangement or scheme of arrangement (other than a solvent scheme of arrangement);
 - (ii) the corporation enters a deed of company arrangement or composition with creditors;
 - (iii) an application is made for, a resolution is passed by the directors for the appointment of, or an order is made for, a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator to be appointed to the corporation;
 - (iv) a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator is appointed to the corporation;
 - (v) an application is made to a court for the sequestration or winding up of the corporation and not stayed, dismissed or discontinued within 21 days;
 - (vi) a sequestration order or winding up order is made in respect of the corporation;
 - (vii) the corporation resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding-up), or a meeting of creditors of a party under administration or a deed of company arrangement resolves that the corporation be wound up;
 - (viii) a mortgagee of any property of the corporation takes possession of that property;
 - (ix) the corporation ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business, or disposes or threatens to dispose of all or a substantial part of its assets; or
 - (x) any act which is done or event which is analogous or similar effect to any of the events in paragraphs (a) to (d).

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

Institution means any authorised deposit taking institution holding an authority to carry on banking business in Australia under the terms of the *Banking Act 1959* (Cth).

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

Interface Contractor means an Other Contractor listed in Schedule A1 or otherwise identified by the Principal's Representative as an Interface Contractor that is carrying out, or that will carry out, Interface Work.

Interface Management Plan means the plan to be developed by the SSJ Contractor in accordance with MR PA.

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

Investigative Authority means any Authority having a statutory right to investigate:

- (a) the SSJ Contractor's Activities, the Project Works or the Project; or
- (b) any activities of the Principal which are affected by the SSJ Contractor's Activities, the Project Works or the Project;

including ATSB, ONRSR and OTSI.

Jemena means Jemena Limited ABN 95 052 167 405.

KPI Incentive means the amounts (if any) to which the SSJ Contractor may become entitled to under Schedule F6.

Latent Conditions has the meaning given in clause 8.8.

Law means:

- (a) Commonwealth, New South Wales or local government legislation, including regulations, by-laws and other subordinate legislation;
- (b) principles of law or equity established by decisions of courts; and
- (c) Authority Approvals (including any condition or requirement under them).

Legal Opinion means a legal opinion:

- (a) from lawyers acceptable to the Principal, authorised to practice in the place of incorporation of the Parent Company Guarantor, stating that the Parent Company Guarantee provided under clause 6.8 is binding and enforceable against that Parent Company Guarantor;
- (b) in favour of the Principal; and

- (c) which is in a form reasonably satisfactory to the Principal.

Liability includes any liability of any kind whether for debt, cost (including legal costs, deductibles or increased premiums), expense, loss, damage, compensation or charge and whether:

- (a) liquidated or not;
- (b) arising from or in connection with any obligation (whether as a principal obligation, a surety or an indemnity);
- (c) legal or equitable, and whether arising under or for breach of contract, in tort (including negligence), restitution or at Law;
- (d) present, prospective or contingent; or
- (e) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others.

Line-Wide Contractor means the contractor appointed by the Principal or the Operator to perform the track and tunnel services, high voltage power supply, overhead line and traction supply, tunnel ventilation system, platform screen doors, radio and trackside intruder detection systems works.

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

- (a) are adjacent to;
- (b) connect to;
- (c) intersect;
- (d) cross; or
- (e) are in any way affected by,

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

Local Area Works means:

- (a) the modification, reinstatement and improvement of Local Areas which the SSJ Contractor must design and construct and hand over to the Principal or the relevant Authority in accordance with this Contract and the SWTC (including section 2.3.6 and Appendix D5.0 of the SWTC); and
- (b) the WAD Road Works and the Sydney Trains Works,

and including, to the extent relevant to such works, Changes directed in accordance with this Contract.

Loss means:

- (a) any cost, expense, fee, loss, damage, Liability or other amount; and
- (b) without being limited by paragraph (a) and only to the extent not prohibited by Law, any fine or penalty,

whether direct, indirect, consequential, present, future, fixed, unascertained, actual or contingent and, for the avoidance of doubt, includes Consequential Loss.

Management Fee means the Management Fee (Target Cost Development Phase) and Management Fee (Delivery Phase), which is on account of profit and costs and expenses related to off-site business functions of the SSJ Contractor in respect of the Project Works, including the following:

- (a) safety and quality;
- (b) financial, legal, human resources and commercial support;
- (c) executive management;
- (d) corporate infrastructure and support;
- (e) parent company fees;
- (f) corporate head office(s) running costs and payroll; and
- (g) attendance at meetings of the Management Review Group and similar meetings (by the SSJ Contractor's non-site personnel).

Management Fee (Delivery Phase) means [REDACTED]

Management Fee (Delivery Phase) Adjustment means an adjustment to the Management Fee (Delivery Phase) in respect of a Management Fee (Delivery Phase) Adjustment Event, as agreed by the parties or as calculated in accordance with clause 5.5.

Management Fee (Delivery Phase) Adjustment Event means any of the following:

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

[REDACTED]

[REDACTED]

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

■ [REDACTED]

■ [REDACTED]

Management Fee (Target Cost Development Phase) means [REDACTED]

Management Fee (Provisional Sums) means [REDACTED]

Management Requirements or **MRs** means the documents which appear as Schedule D1 to this Contract.

Management Review Group means the group comprising the persons specified in clause 14.20 who must perform the functions specified in clause 14.21.

Mandatory Defect means a Defect which has been notified by the Principal's Representative under clause 13.2(a) at any time before the date that is 28 days prior to the Date of Construction Completion of any relevant Portion.

[REDACTED]

Milestones means the milestones as set out under Schedule A2 and **Milestone** means any one of them.

Minor Defect means a Defect which:

- (a) is capable of being corrected:
 - (i) after the relevant part of the Construction Site has been handed over to the Principal; and
 - (ii) without causing delay or disruption to the activities that are to be performed by:
 - (A) the Operator under its contract with the Principal; or
 - (B) any Interface Contractor under its contract with the Principal;
- within the relevant part of the Construction Site; and

- (b) the Independent Certifier determines the SSJ Contractor has reasonable grounds for not promptly correcting prior to handover of the relevant Portion to the Principal,

but does not include a Mandatory Defect, an Accepted Defect or an Agreed Defect.

Minor Non-Compliance means a minor error, minor omission or minor non-compliance:

- (a) which:
 - (i) does not:
 - (A) prevent the Project Works or the Temporary Works from being fit for their intended purpose;
 - (B) prevent the achievement of the performance requirements specified in the SWTC;
 - (C) (in the case of Third Party Agreement Design Documentation for the Sydney Trains Interface Works only) interfere with Sydney Trains operations or activities or the safe operation of Sydney Trains' Facilities; and
 - (ii) the Independent Certifier determines the SSJ Contractor has reasonable grounds for not promptly correcting prior to the certification required to be obtained under this Contract; or
- (b) the parties agree is a Minor Non-Compliance.

Mitigation Measure means a measure, action, standard or precaution to mitigate the impact of the Project Works, as specified in:

- (a) the Sydney Metro City & South West Chatswood to Sydenham Preferred Infrastructure Report located on the NSW Department of Planning and Environment website <http://www.planning.nsw.gov.au>; and
- (b) Schedule E3.

Modified Target Cost Offer means the Target Cost Offer, amended to incorporate the modifications the Principal requires to the Target Cost Offer for it to be acceptable to the Principal.

Monument has the meaning given to that term in the *Surveying and Spatial Information Regulation 2006* (NSW).

Native Title Claim means any claim or application for a determination of native title under the Native Title Act 1993 (Cth) or any similar Law.

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

Nominated Target Cost Offer Expert means the Target Cost Offer Expert selected by the Principal.

Non-Contestable Utility Service Work means the work identified as Non-Contestable Utility Service Work in Schedule A22.

Notice of Completion means a notice in the form of Schedule B11 issued by the Independent Certifier pursuant to clause 17.4(b).

Notice of Construction Completion means a notice in the form of Schedule B10 issued by the Independent Certifier pursuant to clause 17.2(e)(i).

NRT means NRT Pty Ltd (ACN 166 610 313).

NSW Code has the meaning given in clause 9.12.

NSW Guidelines has the meaning given in clause 9.12.

NSW Rail Assets has the meaning assigned to it in the ASA Charter.

NSW Trains means NSW Trains, a body corporate constituted by Part 2B of the *Transport Administration (General) Regulation 2005* (NSW).

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

Original Milestone Date means the date described as the original milestone date for each Milestone in Table 3 of Schedule A2.

Operator means an entity that is engaged by the Principal to operate and, if required by the Principal, maintain all or part of the Project.

Open Book Basis means the provision of pricing, costing and other information to enable an assessment of actual costs and profit margins in a clear, transparent and fully auditable manner.

Other Contractor means any contractor, consultant, artist, tradesperson or other person engaged by the Principal or others to do work on or about the Construction Site, other than the SSJ Contractor and its subcontractors of any tier involved in the SSJ Contractor's Activities.

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

OTS Project Deed means the deed titled "North West Rail Link Operations, Trains and Systems Project Deed" between the Principal and NRT dated 15 September 2014.

OTS Project Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that NRT must, in accordance with the OTS Project Deed, design, construct, manufacture, install, test and commission for the purposes of completing Sydney Metro Northwest, including equipment, systems (including all information and communications systems), hardware and software, stations, rolling stock, trackwork and support structures and the stabling yard and maintenance depot and control centre.

OTS2 Project Deed means a deed between the Principal and the Operator for the provision of the OTS2 Project Works and the performance of various services, including in particular the operation and maintenance of Sydney Metro City & Southwest and Sydney Metro Northwest.

OTS2 Project Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that the Operator must,

in accordance with the OTS2 Project Deed, design, construct, manufacture, install, test and commission for the purposes of completing Sydney Metro City & Southwest.

OTSI means the Office of Transport Safety Investigations constituted under the *Transport Administration Act 1988* (NSW).

Outturn Cost means the Contract Price less amounts paid for:

- (a) the Design Fee (Target Cost Development Phase);
- (b) the Design Fee (Signalling);
- (c) the Management Fee (Target Cost Development Phase);
- (d) the Preliminaries Fee (Target Cost Development Phase);
- (e) the Target Cost Development Phase Site Investigations Fee; and
- (f) the Provisional Sum Work under clause 12.17.

Parent Company Guarantee means the Deed which appears in Schedule F4.

Parent Company Guarantor means the entity identified in Schedule A1.

Payment Claim has the meaning given to it in clause 16.2(a) of this Contract.

Payment Schedule has the meaning given to it in section 14 of the SOP Act.

PDCS means the Principal's web based TeamBinder project data and collaboration system, or such other electronic project data and collaboration system notified by the Principal's Representative under clause 22.1(b).

Permitted Use means the investigation, design, construction, testing, commissioning and completion of the Project Works and the Temporary Works, the carrying out of the SSJ Contractor's Activities and the performance by the SSJ Contractor of its other obligations under this Contract.

Permitted Variation means a variation to the Subcontract or the Subcontract works which:

- (a) will not cost, or result in an increase to the cost of the Subcontract works of, more than [REDACTED];
- (b) will not cost, or result in an increase to the cost of the Subcontract works of, more than [REDACTED] when aggregated with the costs of all variations to the Subcontract or Subcontract works made up to that time;
- (c) except in respect of a variation of the type contemplated by paragraph (d), will not result in an increase to the Design Fee (Signalling) Contract Upper Limiting Fee;
- (d) is a deemed variation under clause 16.6 of the Design Work (Signalling) Contract; or
- (e) will not extend the date for practical completion under the Subcontract by more than 5 Business Days for any single variation or more than 20 Business Days when aggregated with all variations made up to that time,

but which is not a variation to the Subcontract works:

- (f) as to quality (other than a variation to increase or better the quality);
- (g) which would or might adversely affect the suitability of the Project Works for their intended purpose; or
- (h) which is inconsistent with the requirements of, or would breach or cause the breach of, any SSJ Contract Document.

Planning Approval means each of:

- (a) the Project Planning Approval (Chatswood to Sydenham);
- (b) any other Authority Approvals issued from time to time by either the Principal or the Minister for Planning and Infrastructure (acting in their capacity as determining authority) under the EP&A Act in respect of the SSJ Contractor's Activities; and
- (c) any Mitigation Measures and statements of commitment that are required to be complied with or fulfilled in the documents referred to in paragraphs (a) and (b).

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

Portion means a part of the SSJ Contractor's Activities or Project Works, as described in Schedule A2 or as determined under clause 17.5(a) or directed under clause 17.5(d).

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

PPS Law means:

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

Practical Completion (Sydney Trains Works) has the meaning given to the term "Practical Completion" in respect of the Sydney Trains Works in the Sydney Trains Transition Agreement.

Practical Completion (WAD Road Works) has the meaning given to the term "Practical Completion" in the WAD.

Preliminaries means that part of the SSJ Contractor's Activities other than the Design Work or Reimbursable Work, including those tasks or matters specified in Schedule C2.

Preliminaries Fee means the Preliminaries Fee (Target Cost Development Phase) and Preliminaries Fee (Delivery Phase).

Preliminaries Fee (Delivery Phase) means the amount specified as the Preliminaries Fee (Delivery Phase) in:

- (a) the Target Cost Offer the subject of a written notice by the Principal to the SSJ Contractor under clause 4.3(b)(i); or

Preliminaries Fee (Delivery Phase) Limit means the amount specified in Schedule A1.

Preliminaries Fee (Target Cost Development Phase) means [REDACTED]

Principal means TfNSW.

Principal Insurance Policy means a policy of insurance required under clause 18.3.

Principal Supplied Items means the items listed in Schedule A18.

Principal's Representative means:

- (a) the person nominated in Schedule A1; or
 - (b) any other person appointed from time to time by the Principal under clause 14.2,
- and includes any appointee under clause 14.3.

Prohibited Subcontractor means:

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

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

Project Bank Account means the bank account established during the Target Cost Development Phase, held in the SSJ Contractor's name, to which the Principal is a signatory.

Project Health and Safety Management Plan means the plan which forms part of the Contract Management Plan which is required to be provided and implemented by the SSJ Contractor pursuant to the MRs and which must:

- (a) set out in adequate detail the procedures the SSJ Contractor will implement to manage the Project Works and the performance of the SSJ Contractor's Activities from a health and safety perspective; and
- (b) describe how the SSJ Contractor proposes to ensure the Project Works and the SSJ Contractor's Activities are performed consistently with Law in relation to WHS and rail safety.

Project Planning Approval (Chatswood to Sydenham) means:

- (a) the approval granted by the Minister for Planning and Infrastructure under section 115ZB of the *EP&A Act* dated 9 January 2017, a copy of which is located on the NSW Department of Planning and Environment website <http://www.planning.nsw.gov.au>; and
- (b) includes all:
 - (i) conditions to such approval; and
 - (ii) documents incorporated by reference,

as modified from time to time.

Project Site means the land described as the Project Site in section 2 of the Site Access Schedule.

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

- (a) safety & wellbeing;
- (b) collaboration;
- (c) integrity;
- (d) innovation;
- (e) excellence; and
- (f) achievement.

Project Works means the physical works which the SSJ Contractor must design, construct, complete and hand over under this Contract (including, to the extent relevant to such works, Changes directed in accordance with this Contract), including the Works and Third Party Works, but excluding Temporary Works.

Property Works means all works required to existing buildings and infrastructure or to and within properties arising out of the SSJ Contractor's Activities as described or specified in the SWTC, including in section 2.3.5 of the SWTC (and including, to the extent relevant to such works, Changes directed in accordance with this Contract).

Proposal means the response provided by a Proponent to the RFP.

Proponent means an entity or entities that submitted a Proposal for the SSJ Contractor's Activities.

Provisional Sum means the amount specified for performing Provisional Sum Work in the Target Cost Offer as nominated by the Principal.

Provisional Sum Work means:

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Pure Economic Loss means Consequential Loss other than Consequential Loss arising out of or in connection with:

- (a) any illness or personal injury to, or death of, any person;
- (b) the loss or destruction of (whether total or partial) or damage to any real or personal property; or
- (c) loss of use of or access to any real or personal property where such loss of use or access is caused by the SSJ Contractor's wrongful act or omission or breach of this Contract and the SSJ Contractor:
 - (i) recovers its liability for that loss under a Principal Insurance Policy; or
 - (ii) is indemnified or entitled to be indemnified for its liability for that loss under a SSJ Contractor Insurance Policy,

or would have recovered its liability or been indemnified or entitled to be indemnified for its liability (as applicable) for that loss but for:

- (iii) the operation of any deductible or excess that the SSJ Contractor is required to bear under this Contract; or
- (iv) any act or omission of the SSJ Contractor or its Associates including any failure by the SSJ Contractor to:
 - (A) diligently pursue a claim under the relevant policy of insurance;
 - (B) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or
 - (C) comply with its insurance obligations under this Contract.

Qenos means Qenos Pty Ltd (ABN 62 054 196 771).

RailCorp means Rail Corporation New South Wales, a corporation constituted by section 4(1) of the *Transport Administration Act 1988* (NSW).

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

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

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

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

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

RailCorp means Rail Corporation New South Wales a NSW Government agency constituted by section 4 of the *Transport Administration Act 1988* (NSW).

Recovery Plan means a plan that complies with the requirements of clause 15.6(a).

Reimbursable Cost Element means that part of the Target Cost referable to Reimbursable Costs, as set out in:

- (a) the Target Cost Offer the subject of a written notice by the Principal to the SSJ Contractor under clause 4.3(b)(i); or
- (b) the negotiated Target Cost Offer the subject of a written notice provided by the Principal to the SSJ Contractor under clause 4.3(d)(i); or
- (c) the Modified Target Cost Offer provided by the Principal to the SSJ Contractor under clause 4.3(d)(ii)(B) where the difference between the Modified Target Cost Offer and the Target Cost Offer is less than or equal to [REDACTED] as adjusted by any expert determination under clause 4.3(e)(i)(G); or
- (d) the adjusted Target Cost Offer provided by the Principal to the SSJ Contractor under clause 4.3(f)(i) after the resolution of a Target Cost Offer Dispute by the Executive Negotiators.

The Reimbursable Cost Element excludes Provisional Sums.

Reimbursable Cost Element Adjustment means an adjustment to the Reimbursable Cost Element in respect of a Reimbursable Cost Element Adjustment Event, as agreed by the parties or calculated in accordance with clause 5.2. A Reimbursable Cost Element Adjustment can be a positive or negative amount.

Reimbursable Cost Element Adjustment Event means:

[REDACTED]

- (B) otherwise, the sum ascertained by multiplying the number of hours the labour resource or Construction Plant is employed in the execution of the Self-Performed Reimbursable Work for any given period under the Contract by:
 - (aa) the applicable rate in Schedule F2; or
 - (bb) where there is no applicable agreed rate in Schedule F2 or otherwise agreed between the parties in writing, a reasonable rate (which will exclude any margin for off-site overheads or profit) as determined by the Principal's Representative;but excluding, in any event, all Excluded Costs;
- (b) any amount agreed under clause 12.14(i); and
- (c) any other amount stated in this Contract to be "Reimbursable Costs",

less, in respect of any Defect which is the subject of an instruction under clause 13.2(a)(iii), the amount determined by the Principal's Representative pursuant to clause 13.4.

Reimbursable Work means the entirety of the SSJ Contractor's Activities other than:

- (a) the activities covered by the Management Fee, the Design Work and the Preliminaries; and
- (b) the Target Cost Development Phase Site Investigations.

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

Remediation has the meaning given in the *Contaminated Land Management Act 1997* (NSW).

Reports means:

- (a) the Initial Reports; and
- (b) the reports obtained by the SSJ Contractor as part of the Target Cost Development Phase Activities and directed by the Principal to be Reports,

and **Report** means any one of them as the context may require.

Required Rating means a credit rating of at least A by Standard and Poor's (Australia) Pty Limited or A2 by Moody's Investors Service, Inc. (or such other credit rating as the Principal may approve in writing from time to time) or, if no rating is provided by Standard and Poor's (Australia) Pty Limited or by Moody's Investors Service, Inc., an equivalent rating with another reputable rating agency.

Resolution Institute means the Resolution Institute, Australia.

RFP means the request for proposal issued by the Principal on 6 April 2017, as amended from time to time.

RICS Dispute Resolution Service means the dispute resolution service offered by the Royal Institution of Chartered Surveyors (RICS).

Risk Register means a register of risks which the parties have notified in accordance with clause 14.19.

RMS means the Roads and Maritime Services, a NSW Government agency constituted by section 46 of the *Transport Administration Act 1988* (NSW).

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

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

Schedule of Rates means the schedule of rates set out in Schedule F2.

Security Interest has the meaning given to that term in clause 22.17.

Self-Performed Design Work means the part of the Design Work (Delivery Phase) to be performed by the SSJ Contractor itself or a Related Body Corporate of the SSJ Contractor as described in Schedule F2.

Self-Performed Margin means

Self-Performed Reimbursable Work means the part of the Reimbursable Work to be performed by the SSJ Contractor itself or a Related Body Corporate of the SSJ Contractor as described in Schedule F2.

Share of Cost Overrun means the amount determined by applying the percentage stated in Schedule A1 to the amount (if any) by which the Outturn Cost is greater than the Target Cost.

Share of Savings means the amount determined by applying the percentage stated in Schedule A1 to the amount (if any) by which the Outturn Cost is less than the Target Cost.

Signalling Designer means the person referred to in Schedule A1 performing the Design Work (Signalling).

Site Access Schedule means Schedule E1.

SMCSW Master Interface Protocols Deed Poll means the deed poll substantially in the form of Schedule A26.

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

SSC Contractor means the contractor appointed by the Principal to perform the south west stations and corridor works.

SSJ Contract Documents means:

- (a) this Contract;
- (b) the Independent Certifier Deed;
- (c) the SSJ Operator Cooperation and Integration Deed;

- (d) each SSJ Interface Contractor Cooperation and Integration Deed;
- (e) the Deeds of Disclaimer;
- (f) the Collateral Warranty Deed Poll; and
- (g) the SMCSW Master Interface Protocols Deed Poll.

SSJ Contractor means the person named as the SSJ Contractor in Schedule A1.

SSJ Contractor Insurance Policy means a policy of insurance required under clause 18.4.

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

- (a) the Design Work, the Preliminaries, the Reimbursable Work, the Provisional Sum Work and the correction of Defects; and
- (b) the activities covered by the Management Fee; and
- (c) without limiting paragraph (a):
 - (i) the design, construction, testing, Commissioning and hand-over of the Project Works;
 - (ii) the provision of Temporary Works and Construction Plant; and
 - (iii) anything incidental or ancillary to the obligations in paragraphs (i) to (ii).

SSJ Contractor's Program means the program prepared and provided by the SSJ Contractor in accordance with clause 15.2, as developed and updated in accordance with clause 15.2 from time to time.

SSJ Contractor's Representative means the person notified to the Principal's Representative in accordance with clause 14.4(a) as being the SSJ Contractor's Representative.

SSJ Interface Contractor Cooperation and Integration Deed means a deed to be entered into between the Principal, the SSJ Contractor and an Interface Contractor substantially in the form of Schedule A19.

SSJ Operator Cooperation and Integration Deed means the deed between the Principal, the SSJ Contractor and the Operator substantially in the form of Schedule A20.

Stage 1 Design means the first stage of design for the Stations and Line-wide Works undertaken by MTR Corporation (Sydney) SMCSW Pty Limited and Arcadis Australia Pacific Pty Ltd and Mott MacDonald Pty Ltd.

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

Stations and Line-wide Works means the physical works to be designed and constructed for:

- (a) the stations, mechanical and electrical works component of the Project for the City Stations including excavation of remaining station shafts, station structure and station fitout; and
- (b) the line-wide components of the Project including lifts and escalators, tunnel ventilation, track including tunnel service, stabling, combined services cable brackets, high voltage power supply, overhead line and traction supply, radio communications and platform screen doors and mechanical gap fillers.

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

Subcontract Proposal means a document issued by the SSJ Contractor under clause 12.2.

Subcontract Tender Documentation in relation to a Subcontract Proposal, means:

- (a) the Design Documentation, which the SSJ Contractor is entitled to use for tendering purposes under clause 14.11(k), relevant to the part of the Reimbursable Work to be subcontracted;
- (b) the conditions of the Subcontract which must, unless otherwise expressly directed in writing by the Principal's Representative, be on the terms approved by the Principal's Representative;
- (c) if the Principal's Representative so directs, a request for tender; and
- (d) any other documentation necessary for that part of the Reimbursable Work to be subcontracted.

Subcontractor means any person (including a supplier and a Designer) engaged by the SSJ Contractor to perform any part of the Project Works not being performed by the SSJ Contractor as Self-Performed Reimbursable Work.

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

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

SWTC means the Scope of Works and Technical Criteria for the Project Works described in Schedule C1.

Sydney Metro Northwest Augmentation has the meaning given to that term in clause 1.7(a)(ii).

Sydney Metro Northwest means the railway line from Chatswood to Cudgong Road, including the stabling yard and maintenance depot at Tallawong Road, the stations, tunnels, viaduct, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure.

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

Sydney Water Stormwater Drainage Works means the works described in section 2.3.4 of the SWTC.

Sydney Trains means Sydney Trains a body corporate constituted by Part 2A of the *Transport Administration (General) Regulation 2005 (NSW)*.

Sydney Trains' Facilities has the meaning given to that term in the Sydney Trains Transition Agreement.

Sydney Trains Interface Works means:

- (a) the Sydney Trains Works; and
- (b) the Sydney Trains Project Works.

Sydney Trains Project Works has the meaning given to the term "Sydney Metro Works" in the Sydney Trains Transition Agreement.

Sydney Trains Transition Agreement means the Draft Third Party Agreement titled "Sydney Metro City & Southwest – City and Southwest Transition Agreement" and the "Scope of Works and Access Schedule for the Sydenham Station and Junction Works" each between the Principal, RailCorp and Sydney Trains (as may be updated or replaced in accordance with clause 3.6).

Sydney Trains Works has the meaning given to the term "Sydney Trains Works" in the Sydney Trains Transition Agreement.

Target Cost means the amount specified as the Target Cost in:

- (a) the Target Cost Offer the subject of a written notice by the Principal to the SSJ Contractor under clause 4.3(b)(i); or
- (b) the negotiated Target Cost Offer the subject of a written notice provided by the Principal to the SSJ Contractor under clause 4.3(d)(i); or
- (c) the Modified Target Cost Offer provided by the Principal to the SSJ Contractor under clause 4.3(d)(ii)(B) where the difference between the Modified Target Cost Offer and the Target Cost Offer is less than or equal to [REDACTED], as adjusted by any expert determination under clause 4.3(e)(i)(G), or
- (d) the adjusted Target Cost Offer provided by the Principal to the SSJ Contractor under clause 4.3(f)(i) after the resolution of a Target Cost Offer Dispute by the Executive Negotiators,

for all the SSJ Contractor's Activities, which amount will only be adjusted for Reimbursable Cost Element Adjustments, Design Fee (Delivery Phase) Element Adjustments, Management Fee (Delivery Phase) Adjustments and Preliminaries Fee (Delivery Phase) Adjustments.

Target Cost Offer Design means the design developed by the SSJ Contractor during the Target Cost Development Phase and submitted by the SSJ Contractor as part of the Target Cost Offer.

Target Cost Development Phase means the phase commencing on execution of this Contract during which the SSJ Contractor will undertake the Target Cost Development Phase Activities.

Target Cost Development Phase Activities means the activities described in Schedule A4.

Target Cost Development Phase Fees means:

- (a) the Design Fee (Target Cost Development Phase);
- (b) the Management Fee (Target Cost Development Phase);
- (c) the Preliminaries Fee (Target Cost Development Phase); and
- (d) the Target Cost Development Phase Site Investigations Fee.

Target Cost Development Phase Site Investigations means the site investigations described in Schedule A4.

Target Cost Development Phase Site Investigations Fee means [REDACTED]

Target Cost Offer means the offer to be submitted by the SSJ Contractor in accordance with the requirements set out in Schedule A3.

Target Cost Offer Dispute has the meaning given to that term in clause 4.3(e)(ii)(A).

Target Cost Offer Expert means:

- (a) [REDACTED] of [REDACTED];
- (b) [REDACTED] of [REDACTED]; or
- (c) the person appointed by an authorised officer of the RICS Dispute Resolution Service following a request for appointment by the Principal, which person must have more than 20 years brownfield rail experience.

[REDACTED]

[REDACTED]

Target Cost Offer Submission Date means the date specified in Schedule A1 or as otherwise directed by the Principal.

Taxes means income, stamp, indirect or other taxes, levies, imposts, deductions, charges, duties (including import duty), compulsory loans and withholdings (including financial institutions duty, debits tax or other taxes whether incurred by, payable by return or passed on to another person) together with interest thereon or penalties, if any, and charges, fees or other amounts made on, or in respect thereof but does not include GST.

Telstra means Telstra Corporation Limited ABN 33 051 775 556.

Temporary Areas means the land described as the Temporary Areas in section 3 of the Site Access Schedule.

Temporary Shutdown means a temporary shutdown set out in Table 2 of Schedule E2.

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

Tendering Probity Plan means the tendering probity plan prepared by the SSJ Contractor and finalised under clause 12.15, which must set out in adequate detail all procedures the SSJ Contractor will implement to ensure the probity and competitiveness of the tender process for Reimbursable Work is maintained including:

- (a) the matters specified in Schedule A1; and
- (b) any other matters required by the Principal's Representative.

TfNSW means Transport for NSW, an entity constituted as a body corporate by section 3C of the *Transport Administration Act 1988* (NSW) and all present and future iterations of that body corporate which continue in existence under the *Transport Administration Act 1988* (NSW) or any other legislation or another entity appointed to undertake some or all of the functions of that body.

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

Third Party Agreement means:

- (a) an agreement which appears in Schedule E5;
- (b) any Draft Third Party Agreement or Additional Third Party Agreement which the SSJ Contractor must comply with pursuant to clause 3.6; and
- (c) any other agreement that the Principal from time to time informs the SSJ Contractor constitutes a 'Third Party Agreement'.

Third Party Agreement Design Documentation means any Design Documentation that is required to be submitted under or in connection with any Third Party Agreement.

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

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

TSE Contractor means the contractor appointed by the Principal to perform the tunnels and station excavation works.

TSOM Contractor means the contractor appointed by the Principal or the Operator to perform the signalling system, central control system and communication system works.

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

Urgent Defect means a Defect, which:

- (a) poses an actual or potential risk:
 - (i) to the health or safety of any person; or
 - (ii) of loss of or damage to property; or

- (b) if not corrected, will delay or disrupt the construction activities to be performed by the Operator or any Interface Contractor.

Utility Service means any utility, service facility or item of public (State or Federal) or private infrastructure, including railway systems, above ground and below ground utility, service facility or item of public or private infrastructure in a rail corridor, pedestrian and vehicular corridors, water, electricity, gas, fuel, telephone, existing drainage, stormwater, sewerage, industrial waste disposal and electronic communications service.

Utility Service Works means the construction, modification, or relocation of Utility Services all of which are to be designed and constructed by the SSJ Contractor and handed over to the Principal, an Authority or any other person in accordance with this Contract including any such works specified in section 2.3.3 of the SWTC (and including, to the extent relevant to such works, Changes directed in accordance with this Contract).

Value for Money means an approach that balances quality levels, performance standards, risk, price and whole of life costs, having regard to the requirements of this Contract.

Vertical Transportation Work means the work to be performed by the VT Contractor under the DSI Contract.

VT Contractor means the contractor to be engaged by the Principal under a framework agreement and appointed by the SSJ Contractor under the DSI Contract to perform the Vertical Transportation Work.

WAD means the Draft Third Party Agreement titled "Sydney Metro City & Southwest – Works Authorisation Deed" between the Principal and RMS (as may be updated or replaced in accordance with clause 3.6).

WAD Project Works has the meaning given to the term "Project Works" in the WAD.

WAD Proof Engineer has the meaning given to the term "Proof Engineer" in the WAD.

WAD Road Works has the meaning given to the term "Road Works" in the WAD.

WAD Works has the meaning given to the term "Works" in the WAD.

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

WHS means work health and safety.

WHS Accreditation Scheme means the Australian Government Building and Construction WHS Accreditation Scheme established by the *Fair Work (Building Industry) Act 2012* (Cth), or any scheme replacing it.

WHS Guidelines means the NSW Government Work Health and Safety Management Systems and Auditing Guidelines (5th edition) (May 2014) or any document issued from time to time which amends or substitutes this document.

WHS Legislation means:

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

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

Workplace Relations Management Plan has the meaning given in clause 14.10(a)(vi).

Works means the physical works which the SSJ Contractor must design, construct, complete and hand over to the Principal in accordance with this Contract (including, to the extent relevant to such works, Changes directed in accordance with this Contract) but excluding the Third Party Works.

1.2 Interpretation

In this Contract:

- (a) headings are for convenience only and do not affect the interpretation of this Contract,

and unless the context indicates a contrary intention:

- (b) "person" includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) "includes" in any form is not a word of limitation;
- (e) 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 object as that Authority, institute, association or body;
- (f) a reference to a document (including this Contract and any other deed, agreement, instrument, guideline, code of practice or Code and Standard) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or any section or provision of either of these includes:
 - (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
 - (ii) any consolidations, amendments, re-enactments and replacements;

- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Contract;
- (i) a reference to:
 - (i) this Contract includes all schedules, exhibits (subject to clause 8.13(a)), attachments and annexures to it, including the SWTC; and
 - (ii) a reference to the SWTC includes all appendices to the SWTC;
- (j) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (k) if a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (l) for the purposes of clauses 15.10, 15.11, and 15.12:
 - (i) any extension of time stated in days; or
 - (ii) any reference to "day",

will exclude days which are public holidays in Sydney and include only those days which are stated in the most recent Program submitted under clause 15.2 as working days;
- (m) for all purposes other than as set out in clause 1.2(l) or where otherwise designated as a Business Day, "day" means calendar day;
- (n) a reference to a court or tribunal is to an Australian court or tribunal;
- (o) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (p) a reference to a "month" is a reference to a calendar month;
- (q) a reference to "\$" or "dollar" is to Australian currency;
- (r) any reference to:
 - (i) the Project Works (including the Third Party Works);
 - (ii) the Temporary Works;
 - (iii) the Asset Management Information;
 - (iv) the SWTC;
 - (v) the Design Documentation; or
 - (vi) any other document or thing,

or any part of any of them:
 - (vii) being fit for its purpose or for its intended purpose; or
 - (viii) as having an intended use,

(or any similar reference) will be read as referring to the purpose, intended purpose or intended use having regard to:

- (ix) the Principal's intention that the Project Works will be used as an integral part of an operating rail system intended to provide frequent high speed mass transit services between Bankstown and Chatswood and which may:
 - (A) be required to accommodate and utilise various rolling stock, railway track, rail systems and related equipment;
 - (B) be subject to continuous operation;
 - (C) be operated by either the State of New South Wales or by private operator(s) on its behalf;
 - (D) involve further development of rail stations, including station structures and fitout to the extent referred to in this Contract;
 - (E) be upgraded, augmented, extended and expanded to the extent referred to in this Contract;
 - (F) be connected to and/or integrated with other transport infrastructure to the extent referred to in this Contract; and
 - (G) involve future construction and development of buildings and/or other infrastructure on, over or adjacent to railway stations to the extent referred to in this Contract; and
- (x) any purpose, intended purpose or intended use stated in, contemplated by or ascertainable from:
 - (A) this Contract, including:
 - (aa) the objectives referred to in clause 2; and
 - (bb) the requirement that the Project Works, when completed, will be designed and constructed in compliance with all health and safety requirements of the WHS Legislation; or
 - (B) (to the extent relevant for determining the purpose, intended purpose or intended use in connection with a Change) any document provided by the Principal to the SSJ Contractor specifically in connection with the Change (excluding any Information Documents);
- (s) any reference to the Project Works or any part of any of them being capable of remaining at all relevant times fit for their purpose or for their intended purpose will be read as being subject to the Principal, the Operator and their respective Associates operating and maintaining the Project Works in accordance with the operation and maintenance manuals forming part of the Asset Management Information;
- (t) any reference to "information" will be read as including information, representations, statements, data, samples, bore logs, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated;

- (u) any obligation of the SSJ Contractor under this Contract with respect to:
 - (i) a Contract Management Plan, will be read as an obligation with respect to the Initial Contract Management Plan, or where a version has been submitted to the Principal's Representative, the version of the relevant Contract Management Plan last submitted by the SSJ Contractor to the Principal's Representative under MR-PA; or
 - (ii) the Asset Management Information will be read as an obligation with respect to the version of the relevant Asset Management Information last submitted by the SSJ Contractor to the Principal's Representative under clause 9.15(a) which has not been rejected by the Independent Certifier under clause 9.15(c)(i);
- (v) words and terms defined in the GST Law have the same meaning in clauses concerning GST;
- (w) on the basis that the Principal is notionally liable to pay GST under the GST Law, a reference in this Contract to a liability to pay GST or an entitlement to an input tax credit includes any notional GST liability or input tax credit entitlement;
- (x) if a person is a member of a GST group, references to GST which the person must pay and to input tax credits to which the person is entitled to claim include GST which the representative member of the GST group of which the party is a member must pay and input tax credits to which the representative member is entitled;
- (y) where under this Contract:
 - (i) a direction is required to be given or must be complied with;
 - (ii) payment of money must be made;
 - (iii) an unconditional undertaking must be released; or
 - (iv) a default must be remedied,

within a period of 7 days or less from a specified event, then only Business Days will be counted in computing the number of days;
- (z) for the avoidance of doubt, a reference to an Other Contractor includes an Interface Contractor;
- (aa) a reference to "direction" in the definition of "Claim" in clause 1.1 or in any of clauses 3.1(b)(vi), 14.1, 14.11(o), 20 and 23, will be read as also including certificate, decision, demand, determination, instruction, notice, order, rejection, request or requirement but will not include any failure to reject a Document;
- (bb) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Contract or any part;
- (cc) the word "subcontractor" will include subcontractors, suppliers, Designers and Subcontractors, and the word "subcontract" will include a contract with a subcontractor (including an Approved Subcontract Agreement);
- (dd) where, in this Contract, it is stated that the SSJ Contractor is not entitled to make any Claim against the Principal or words to this effect, then the SSJ Contractor releases absolutely the Principal from any Claim whatsoever and however arising

(including in negligence) which the SSJ Contractor had or, but for this Contract, might have had in connection with the subject matter for which the Contract states that the SSJ Contractor has no entitlement to make a Claim;

- (ee) nothing in, or contemplated by, this Contract will be construed or interpreted as:
 - (i) constituting a relationship between the Principal, or the NSW Government and the SSJ Contractor and any of its related companies, of partners, joint venturers, fiduciaries, employer and employee or principal and agent; or
 - (ii) imposing any general duty of good faith on the Principal to the SSJ Contractor in relation to or arising out of the Project, other than to comply with the obligations (if any) expressly stated to be assumed by the Principal under the Contract on a good faith basis;
- (ff) when the Principal 'may' exercise a right or remedy, the Principal has an absolute discretion whether or not to do so, and is not required to exercise the discretion in good faith or having regard to, or for the benefit of, the SSJ Contractor; and
- (gg) if the Principal is required to exercise best or reasonable endeavours, the SSJ Contractor acknowledges that:
 - (i) the Principal will only be obliged to bring about the relevant outcome to the extent that it is reasonably able to do so, having regard to its resources and other responsibilities;
 - (ii) the Principal cannot guarantee the relevant outcome; and
 - (iii) the Principal, by undertaking to exercise reasonable endeavours, does not agree to:
 - (A) interfere with or influence the exercise by any person of a statutory power or discretion;
 - (B) exercise a power or discretion or otherwise act in a manner that promotes the objectives and expected outcomes of the Contract if the Principal regards that exercise as not in the public interest;
 - (C) develop policy or legislate by reference only or predominantly to the interests of the Contract;
 - (D) procure legislation in the future in a manner that is only consistent with the objectives and expected outcomes of the Contract; or
 - (E) act in any other way that the Principal regards as not in the public interest; and
- (hh) the interpretations of:
 - (i) SSJ Contractor's Activities;
 - (ii) Project Works;
 - (iii) Temporary Works;
 - (iv) Works;

- (v) Third Party Works;
- (vi) Local Area Works;
- (vii) Property Works;
- (viii) Utility Service Works;
- (ix) Construction Site;
- (x) Project Site;
- (xi) Temporary Areas;
- (xii) Construction Completion;
- (xiii) Date for Construction Completion;
- (xiv) Date of Construction Completion;
- (xv) Completion;
- (xvi) Date for Completion;
- (xvii) Date of Completion; and
- (xviii) Defects Correction Period,

and clauses 8.1 to 8.5, 10.3(a)(v), 3.5, 3.10, 12.18, 15, 16.2, 18.1, 18.4, 18.5, 18.16, Schedules F1 and F2, the SWTC and the MRs will apply separately to each Portion (including any Portion determined under clause 17.5) and references therein to any of the terms in clauses 1.2(hh)(i) to 1.2(hh)(xviii) (inclusive) will mean so much of the SSJ Contractor's Activities, Project Works, Temporary Works, Works, Third Party Works, Local Area Works, Property Works, Utility Service Works, Construction Site, Project Site, Temporary Areas, Construction Completion, Date for Construction Completion, Date of Construction Completion, Completion, Date for Completion, Date of Completion and Defects Correction Period as is comprised in, or associated with, the relevant Portion.

1.3 **Ambiguous terms**

- (a) If the Principal's Representative considers, or if the SSJ Contractor notifies the Principal's Representative in writing that it considers, that there is an ambiguity, inconsistency or discrepancy in the Contract (including in any Schedule), the Principal's Representative must, subject to clause 1.4, direct the interpretation of this Contract which the SSJ Contractor must follow.
- (b) The Principal's Representative, in giving a direction in accordance with clause 1.3(a), is not required to determine whether or not there is an ambiguity, inconsistency or discrepancy in this Contract.

1.4 **Order of Precedence**

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

- (i) where the inconsistency, ambiguity or discrepancy is between two or more documents that together comprise the SWTC, then to the extent of any inconsistency, ambiguity or discrepancy, the higher, or more onerous, or more rigorous, requirement will apply; and
 - (ii) otherwise, to the extent of any inconsistency, ambiguity or discrepancy, the order of precedence in Schedule A1 applies.
- (b) The SWTC, the MRs and the Environmental Documents are to be regarded as mutually explanatory and anything contained in one but not in the other will be equally binding as if contained in all, so as to ensure that the Project Works comply with this Contract and are fit for their intended purposes.

1.5 **Deed Poll by SSJ Contractor**

The SSJ Contractor must, within 10 days of the date of this Contract, provide to the Principal's Representative an executed deed poll:

- (a) in the form set out in Schedule A9 in favour of Sydney Trains; and
- (b) in the form set out in Schedule A10 in favour of Sydney Trains.

1.6 **Authorities**

- (a) This Contract will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of:
 - (i) the Principal or any other Rail Transport Agency to exercise any of their respective functions and powers pursuant to any legislation; or
 - (ii) the ASA to exercise any of its functions and powers pursuant to the ASA Charter.
- (b) Without limiting clause 1.6(a), anything the Principal, any other Rail Transport Agency or ASA do, or fail to do or purport to do, pursuant to their respective functions and powers either as an AEO or under any legislation or the ASA Charter, will be deemed not to be an act or omission by the Principal under this Contract.

1.7 **Sydney Metro Northwest Augmentation**

- (a) The parties acknowledge that:
 - (i) the Principal and NRT are parties to the OTS Project Deed under which NRT must undertake the OTS Project Works and subsequently operate and maintain Sydney Metro Northwest;
 - (ii) the OTS Project Deed contains provisions pursuant to which the Principal and NRT may seek to negotiate and agree an augmentation which includes the design, construction, testing and commissioning of the OTS2 Project Works and the subsequent operation and maintenance of the combined Sydney Metro City & Southwest extension and Sydney Metro Northwest (**Sydney Metro Northwest Augmentation**); and
 - (iii) the Principal and NRT are currently negotiating a Sydney Metro Northwest Augmentation.

- (b) The Principal will notify the SSJ Contractor in writing of the outcome of any negotiations in relation to any Sydney Metro Northwest Augmentation.
- (c) If the Principal and NRT do not agree to a Sydney Metro Northwest Augmentation, the Principal may procure the delivery of the OTS2 Project Works by alternative means and engage an alternate Operator to operate the combined Sydney Metro City & Southwest extension and Sydney Metro Northwest. This Contract therefore contemplates that:
 - (i) the OTS2 Project Works may be carried out by NRT or an alternate Operator; and
 - (ii) the operation and maintenance of the combined Sydney Metro City & Southwest extension and Sydney Metro Northwest may be carried out by NRT or an Alternate Operator.

1.8 **Electronic Files**

Where this Contract refers to an electronic file on a separate disc which forms part of this Contract, such electronic files are contained in the disc or discs included in Schedule G1.

2. **OBJECTIVES AND PROJECT VALUES**

2.1 **Objectives for Sydney Metro City & Southwest**

- (a) The Principal's overall objective for the Project is to deliver a world class, connected metro, which will provide more choice to customers and opportunities for our communities now and in the future.
- (b) The Project is also a unique opportunity to demonstrate an exemplary approach to station and precinct design and foster exemplary urban design, integrated transport and land use planning.
- (c) Quality architecture, good urban design and a user friendly and inter-connected transport system are critical to ensuring that the Project meets customer needs and expectations and maximises its city shaping potential and broader urban benefits.

2.2 **Objectives for the Project Works**

The Principal's objectives for the Project Works are to:

- (a) complete the Project Works and handover the completed Portions by the relevant Dates for Construction Completion;
- (b) deliver station and precinct infrastructure that provides an intuitive and easy to use environment for customers, including interchange between Sydney Trains and Sydney Metro services and access to and from metro station within the Sydenham station precinct;
- (c) minimise impacts to customers on the Existing Operators networks during construction by:
 - (i) ensuring no unplanned impacts to operations, and providing handover of reliable assets;

- (ii) maintaining an acceptable level of customer amenity within the existing station precincts and interchanges;
- (iii) maintaining connectivity with rail and other interchange transport services; and
- (iv) providing public facing temporary works with a high level of quality and finish to ensure public safety and to maintain an acceptable level of customer experience throughout construction;
- (d) minimise impacts on the broader community both during construction and operation;
- (e) enable a high degree of collaboration and co-operation across the other delivery contractors for the Project and with key stakeholders, including collaboration with Interface Contractors, Existing Operators and other stakeholders;
- (f) optimise the capital cost and the scope delivered to achieve a Value for Money outcome; and
- (g) ensure that Sydney Metro expectations for safety, quality, stakeholder engagement and environmental management are delivered.

2.3 **Achievement of the Project Values**

The parties:

- (a) acknowledge that:
 - (i) the SSJ Contractor's Activities form part of the Project;
 - (ii) adhering to and upholding the Project Values is of fundamental importance to the Principal; and
- (b) agree to:
 - (i) adhere to and uphold the Project Values; and
 - (ii) work collaboratively in a spirit of mutual trust and cooperation in the performance of their obligations under this Contract.

3. **GENERAL OBLIGATIONS**

3.1 **General**

- (a) The SSJ Contractor:
 - (i) must perform the Target Cost Development Phase Activities in accordance with the Contract; and
 - (ii) acknowledges that if:
 - (A) the Principal accepts the Target Cost Offer and provides the SSJ Contractor with a written notice under clause 4.3(b)(i);

- (B) the parties agree a Target Cost Offer acceptable to the Principal and the Principal provides the SSJ Contractor with a notice under clause 4.3(d)(i);
- (A) the Principal provides the SSJ Contractor a Modified Target Cost Offer under clause 4.3(d)(ii)(B) and the difference between the Modified Target Cost Offer and the Target Cost Offer is less than or equal to [REDACTED]; or
- (C) a Target Cost Offer Dispute is resolved by the Executive Negotiators and the Principal provides the SSJ Contractor an adjusted Target Cost Offer under clause 4.3(f)(i),

the Contract will include both the Target Cost Development Phase and the Delivery Phase.

- (b) In relation to the SSJ Contractor's Activities in the Target Cost Development Phase, and if the Delivery Phase proceeds, the SSJ Contractor:
 - (i) must execute the SSJ Contractor's Activities, including design, construct, test, commission and hand-over the Project Works and each Portion, in accordance with this Contract;
 - (ii) warrants that it will use its best endeavours to ensure that it achieves Completion of the Project Works in accordance with the Cost Plan and so that the Outturn Cost does not exceed the Target Cost;
 - (iii) warrants that the Temporary Works will at all relevant times be fit for their intended purposes;
 - (iv) warrants that the Project Works and each Portion will:
 - (A) upon Construction Completion be fit for their intended purposes; and
 - (B) thereafter be capable of remaining at all relevant times fit for their intended purposes;
 - (v) warrants that it will exercise a duty of the utmost good faith to the Principal in performing the following obligations under the Contract:
 - (A) the preparation of the Subcontract Tender Documentation for the Reimbursable Work and in all post-tender communications (verbal or otherwise) with tenderers prior to the entry of an Approved Subcontract Agreement (where applicable);
 - (B) the administration of Approved Subcontract Agreements including all negotiations concerning Changes and extensions of time; and
 - (C) in making payment claims under clause 16.1(b);
 - (vi) must commence and progress the SSJ Contractor's Activities expeditiously and, in accordance with any directions of the Principal and subject to proceeding to the Delivery Phase and clause 15.1, achieve Construction Completion of each Portion by the relevant Date for Construction Completion, and Completion of each Portion by the relevant Date for Completion;

- (vii) must use all reasonable efforts to inform itself of the requirements of the Principal and regularly consult with the Principal during the performance of the SSJ Contractor's Activities; and
- (viii) must liaise, cooperate and confer with others as directed by the Principal.
- (c) Without limiting the generality of the SSJ Contractor's obligations, in relation to the SSJ Contractor's Activities in the Target Cost Development Phase, and if the Delivery Phase proceeds, the SSJ Contractor will be responsible for (and will control, coordinate, administer and direct) all activities necessary for the planning, design, commencement, construction, testing, Commissioning, completion and handover of the Project Works including:
 - (i) the performance of the Design Work and the Preliminaries; and
 - (ii) the engagement, supervision, control, coordination and direction of all Subcontractors and the execution of the Reimbursable Work.

3.2 Cooperation and coordination with Interface Contractors

- (a) Without limiting the SSJ Contractor's obligations under each SSJ Interface Contractor Cooperation and Integration Deed and the SSJ Operator Cooperation and Integration Deed, the SSJ Contractor:
 - (i) acknowledges that:
 - (A) the SSJ Contractor's Activities interface with the Interface Work; and
 - (B) Interface Contractors will be executing work on parts of the Construction Site, or Extra Land, or adjacent to the Construction Site or Extra Land, at the same time as the SSJ Contractor is performing the SSJ Contractor's Activities;
 - (C) it may require certain design and work methodology input from Interface Contractors to coordinate the design of the Project Works and Temporary Works with the Interface Work;
 - (D) Interface Contractors may require the SSJ Contractor to provide design and work methodology information to them to coordinate the design of the Interface Work with the Project Works and Temporary Works, and this must be provided in a timely manner by the SSJ Contractor; and
 - (E) any delay in the performance of the SSJ Contractor's Activities or in the SSJ Contractor providing information to, or cooperating and coordinating with any Interface Contractor, may adversely impact upon, delay or disrupt any one or more Interface Contractors or the SSJ Contractor's Activities in a way which may lead to the Principal suffering or incurring additional costs, Losses and damages; and
 - (ii) must at all times:
 - (A) permit Interface Contractors to execute the Interface Work on the applicable parts of the Construction Site or Extra Land, or on any adjacent property to the Construction Site or Extra Land:

- (aa) at the same time as the SSJ Contractor is performing the SSJ Contractor's Activities; and
- (bb) at the times agreed with the Interface Contractor, or failing agreement at the times determined by the Principal's Representative,

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

- (B) protect the Project Works, Temporary Works and other improvements on the Construction Site or Extra Land from accidental damage by Interface Contractors and provide means of receiving, storing and protecting goods and equipment supplied by Interface Contractors;
- (C) cooperate with Interface Contractors, and do everything reasonably necessary to facilitate the execution of work by Interface Contractors, including providing Interface Contractors with such assistance as may be directed by the Principal's Representative;
- (D) carefully coordinate and interface the SSJ Contractor's Activities with the Interface Work and for this purpose:
 - (aa) make proper allowance in all programs for the Interface Work;
 - (bb) review all programs provided by Interface Contractors and confirm that they adequately allow for the SSJ Contractor's Activities and the interfaces of the Interface Work with the SSJ Contractor's Activities;
 - (cc) monitor the progress of the Interface Work;
 - (dd) notify the Principal's Representative of any interface or sequence of activities that may affect the commencement, progress or Construction Completion of any Portion; and
 - (ee) provide the Interface Contractors with sufficient information about the current and expected SSJ Contractor's Activities to assist them to coordinate their Interface Work with the SSJ Contractor's Activities;
- (E) it must cooperate, meet with, liaise and share information so that the SSJ Contractor and the relevant Interface Contractor each comply with the provisions of the relevant EPL (if applicable);
- (F) perform the SSJ Contractor's Activities so as to minimise any interference with or disruption or delay to the Interface Work;
- (G) be responsible for coordinating the SSJ Contractor's Activities, including work sequencing, construction methods, safety and industrial relations matters with those affecting, and influenced by, Interface Contractors' personnel and work, including providing to the Principal's Representative copies of working method statements for those parts of the Project Works or Temporary Works which are adjacent to or interface with any Interface Work, at least 15 Business

Days prior to commencing the work described in the work method statement;

- (H) provide for the purposes of clause 3.2(a)(ii)(G) (unless otherwise directed by the Principal's Representative), the number and form of copies of the work method statements specified in Schedule A1;
- (I) work directly with Interface Contractors where required to complete the design of the Project Works and Temporary Works and provide all necessary information to Interface Contractors in respect of the Project Works and Temporary Works to permit the Interface Contractors to complete the design of the Interface Works so that they are acceptable to the Principal and otherwise comply with this Contract, including the SWTC and the MRs;
- (J) attend interface coordination meetings chaired by the Principal's Representative with Interface Contractors and others each 14 days, or at other times to be advised by the Principal's Representative, to review current and future issues, including the exchange of information, status, problems, solutions, and newly identified interfaces;
- (K) when information is required from an Interface Contractor, provide reasonable written notice which must be at least 10 days (except in special circumstances) or any longer period of notice required under the SWTC to that Interface Contractor requesting such information and specifying the date by which such information is required, with a copy to the Principal's Representative;
- (L) ensure that any written notice given under clause 3.2(a)(ii)(K) provides the Interface Contractor with the longest possible time for the provision of the information;
- (M) when any information is requested by the Principal or the Interface Contractors, including confirming the compatibility or suitability of the design of, work methods to be used in, or any other aspect of, the Interface Work with the Project Works or the SSJ Contractor's Activities:
 - (aa) provide the information to the Principal's Representative or the Interface Contractor, with a copy to the Principal's Representative (as the case may be), within the time requested by the Principal or the Interface Contractor, provided that this time is reasonable;
 - (bb) ensure that such information is provided to Interface Contractors by the requested dates; and
 - (cc) ensure and warrant that the information provided is accurate; and
- (N) use its best endeavours to resolve any problems, and work closely and iteratively, with Interface Contractors, including providing design options, iterations, and work methodologies, to achieve the best solution to such problems, related to:

- (aa) the provision of information;
 - (bb) the obtaining of information;
 - (cc) the adequacy of information provided to, or received from, Interface Contractors;
 - (dd) the compatibility of the Project Works and Temporary Works with the Interface Work;
 - (ee) coordination in accordance with this clause 3.2(a); and
 - (ff) technical issues with the information provided to, or received from, Interface Contractors;
- (iii) must promptly advise the Principal's Representative of all matters arising out of the liaison with Interface Contractors that may involve a change to design or construction work under this Contract or otherwise have an adverse effect upon the SSJ Contractor's Activities; and
 - (iv) acknowledges that conditions similar to those in this clause 3.2(a) applying to the SSJ Contractor will apply to all Interface Contractors engaged by the Principal, whether working on the Construction Site or on any other site.
- (b) If, despite the SSJ Contractor having complied with all its obligations in clause 3.2(a), the SSJ Contractor and any Interface Contractor fail to resolve any interface issue or dispute between them, the SSJ Contractor must promptly give the Principal's Representative written notice of any interface issue or dispute with any Interface Contractor (with a copy to the relevant Interface Contractor).
 - (c) Upon receipt of the SSJ Contractor's notice under clause 3.2(b), the Principal's Representative must:
 - (i) convene a meeting between the SSJ Contractor, the relevant Interface Contractor and any other relevant person (as reasonably determined by the Principal's Representative); and
 - (ii) work in good faith with the SSJ Contractor and the Interface Contractor to resolve the issues or dispute.
 - (d) The SSJ Contractor:
 - (i) acknowledges and agrees:
 - (A) no act or omission by an Interface Contractor will, whether or not it causes any delay, disruption or interference to the SSJ Contractor's Activities, constitute an act or omission of the Principal or the Principal's Representative (including any breach of Contract or Change directed by the Principal's Representative);
 - (B) that except where the Principal's Representative directs a Change in circumstances where the SSJ Contractor has fully complied with clause 3.2(a), the Principal will not be liable upon any Claim by the SSJ Contractor arising out of or in any way in connection with:
 - (aa) the Interface Contractors carrying out their work; or

- (bb) any act or omission of an Interface Contractor;
 - (C) that the Interface Contractors will require access to the Construction Site in order to perform their obligations under their respective contracts with the Principal; and
 - (D) that the SSJ Contractor's Program will accommodate requirements for design iterations as part of the Interface Work and incorporate the requirements specified in clauses 3.2(a) and (b) of the SSJ Interface Contractor Cooperation and Integration Deed; and
- (ii) warrants that as at the date of this Contract, the Target Cost Development Phase Fees, and at the date of submission of the Target Cost Offer, each element of the Target Cost and the SSJ Contractor's Program contain sufficient allowances for the assumption by the SSJ Contractor of the obligations and risks under clauses 3.2(a) and 3.2(d)(i), including the cost of all the design iterations required to accommodate Interface Work.

3.3 Co-operation with Other Contractors

- (a) Without limiting or being limited by clauses 3.2 and 9.7, the SSJ Contractor must:
- (i) permit Other Contractors to carry out their work;
 - (ii) fully co-operate with Other Contractors;
 - (iii) carefully coordinate and interface the SSJ Contractor's Activities with the work carried out or to be carried out by Other Contractors; and
 - (iv) carry out the SSJ Contractor's Activities so as to minimise any interfering with, disrupting or delaying the work of Other Contractors.
- (b) The Principal will procure that each of its Other Contractors that it engages to undertake work on part of the Construction Site during any period in which the SSJ Contractor has been engaged as principal contractor in respect of that part of the Construction Site executes a deed poll in favour of the SSJ Contractor, as principal contractor, and the Principal in the form set out in Schedule A11 and provide the SSJ Contractor with an executed copy of each such deed poll.

3.4 Cooperation and Integration Deeds

- (a) The SSJ Contractor must:
- (i) within 5 Business Days of receipt of a request from the Principal, provide to the Principal:
 - (A) the SSJ Operator Cooperation and Integration Deed; or
 - (B) a SSJ Interface Contractor Cooperation and Integration Deed with any Interface Contractor nominated by the Principal,

duly executed by the SSJ Contractor in the number of counterparts required by the Principal;
 - (ii) at all relevant times comply with:

- (A) the terms of the SSJ Operator Cooperation and Integration Deed and each SSJ Interface Contractor Cooperation and Integration Deed; and
 - (B) the Interface Management Plan; and
 - (iii) update the Interface Management Plan as required to reflect the interface between the SSJ Contractor's Activities and the activities to be performed by each relevant Interface Contractor.
- (b) The Principal will relevantly request that the Operator and each applicable Interface Contractor execute the SSJ Operator Cooperation and Integration Deed and each SSJ Interface Contractor Cooperation and Integration Deed (as applicable) but:
- (i) does not represent or warrant that the Operator or any Interface Contractor will execute; and
 - (ii) will not be liable upon any Claim (insofar as is permitted by Law) by the SSJ Contractor arising out of or in any way in connection with the Operator or any Interface Contractor not executing,
- the SSJ Operator Cooperation and Integration Deed or an SSJ Interface Contractor Cooperation and Integration Deed (as applicable).

3.5 Incident Management Reporting

- (a) The SSJ Contractor must identify clear guidelines for responding to any Incident arising from the performance of the SSJ Contractor's Activities and establish procedures to ensure that the Principal's Representative is promptly notified of any Incident in accordance with the MRs.
- (b) Should an Incident occur which:
 - (i) is reportable under any relevant Law, the SSJ Contractor must immediately report the Incident to the relevant Authority and the Principal's Representative in accordance with the MRs; and
 - (ii) relates to rail safety, the SSJ Contractor must notify the Principal and any relevant Rail Transport Agency management centre or the nearest network control officer.
- (c) In relation to any environmental or safety Incident involving Contamination, Pollution or other waste that arises during the performance of the SSJ Contractor's Activities, the SSJ Contractor must, subject to clauses 8.9(c)(i) and 8.10(f):
 - (i) at its own cost promptly take all appropriate action to manage and dispose of all Contamination, Pollution or other waste arising from the Incident;
 - (ii) comply with all relevant Laws including any requirements to give notice to a relevant Authority; and
 - (iii) at its own cost manage the Incident in a manner which minimises damage to the reputation of the Principal including complying with any reasonable request of the Principal's Representative.
- (d) If the SSJ Contractor causes or contributes to the occurrence of an Incident and fails to ensure that the Principal is promptly notified, the Principal, may without

prejudice to any other right it has under this Contract, immediately terminate the Contract by written notice to the SSJ Contractor.

- (e) Without prejudice to the Principal's other rights under this Contract, if the Principal forms the reasonable view, upon the occurrence (or imminent risk of the occurrence) of an Incident, that the SSJ Contractor is not taking adequate measures to manage the Incident or control or eliminate the adverse impact or the risk of such an Incident arising in the future, the Principal may (but has no obligation to) take such actions as it deems necessary to overcome and alleviate the cause and consequences of any Incident.
- (f) If the Principal takes any action under clause 3.5(e) it will be entitled to recover its reasonable costs and expenses from the SSJ Contractor as a debt due from the SSJ Contractor to the Principal.
- (g) Without prejudice to the Principal's other rights under this Contract, the Principal's Representative may issue a direction under clause 15.13 requiring the SSJ Contractor to suspend the carrying out of the whole or any part of the SSJ Contractor's Activities in the event:
 - (i) of any Incident involving:
 - (A) a significant spill of Contamination;
 - (B) any accident or release of Contamination which it believes may pose a danger to health, life or property; or
 - (C) any actual damage or harm to the Environment or a significant risk of harm to the Environment; or
 - (ii) any safety Incident occurs which leads to, or has the potential to lead to, a fatality or injury to person (including any incident which must be reported to SafeWork NSW, ONRSR or other work health and safety regulator) or damage to property.
- (h) Other than as specified in clause 15.13(b), the Principal will not be liable upon any Claim by the SSJ Contractor for any cost, expense, Loss, delay, disruption or penalty arising out of or in connection with:
 - (i) any suspension due to a direction to suspend issued, or for the failure to issue a notice to suspend, in the circumstances set out in clause 3.5(g); and
 - (ii) complying with a direction issued under clause 3.5(i), including complying with the steps which the Principal's Representative directs that the SSJ Contractor must take before the Principal's Representative will issue a direction to recommence the SSJ Contractor's Activities.
- (i) If the Principal's Representative issues a notice to suspend in the circumstances set out in clause 3.5(g), the SSJ Contractor may not recommence the SSJ Contractor's Activities in respect of the part of the SSJ Contractor's Activities to which the notice relates until the Principal's Representative issues a direction to the SSJ Contractor permitting the SSJ Contractor to recommence the SSJ Contractor's Activities affected by the notice to suspend.
- (j) If the Principal's Representative issues a notice to suspend in the circumstances set out in clause 3.5(g), the Principal's Representative may also direct the SSJ Contractor as to the steps which the SSJ Contractor must take before the

[REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.7 Commissioning

The SSJ Contractor acknowledges that:

- (a) Commissioning is part of the SSJ Contractor's Activities; and
- (b) Commissioning must be completed as a condition precedent to Construction Completion of the Project Works.

3.8 Existing Operations

(a) The SSJ Contractor acknowledges that:

- (i) Existing Operators and any other persons must continue their Existing Operations during the course of the carrying out of the SSJ Contractor's Activities;
- (ii) the access ways to the Construction Site are used by Existing Operators and other persons and will not be available exclusively to the SSJ Contractor; and
- (iii) in using these access ways the SSJ Contractor must ensure the minimum disturbance and inconvenience to the Existing Operations.

(b) The SSJ Contractor must coordinate its access to the Construction Site with any other relevant party (including Existing Operators) that use the access ways to the Construction Site.

- (c) Without limiting any other obligations of the SSJ Contractor, the SSJ Contractor must:
- (i) to the extent reasonably possible in performing the SSJ Contractor's Activities, not interfere with the free movement of traffic (vehicular, pedal cycle and pedestrian) into and out of, adjacent to, around, on or about the Construction Site or the Existing Operations or block or impair access to any premises, carparks, roadways, pedestrian ways, public spaces, parks, pedal cycle paths, or other facilities associated with the Existing Operations and comply with the Principal's reasonable directions in relation to them;
 - (ii) comply with the Principal's reasonable directions in connection with:
 - (A) the Existing Operations (including access to and use of the Construction Site); and
 - (B) workplace health and safety issues to enable the Principal to comply with, and not place the Principal in breach of, its obligations under any WHS Legislation;
 - (iii) comply with all policies, procedures and rules of the Principal applying from time to time (as notified by the Principal) in respect of the Existing Operations (including in relation to workplace health and safety and/or the Environment);
 - (iv) keep itself informed as to the requirements to comply with and not do anything which may place the Principal in breach of Law applying to the Existing Operations on the Construction Site;
 - (v) ensure that in carrying out and completing the SSJ Contractor's Activities, the Project Works properly interface and integrate with, and connect to, the physical infrastructure of the Existing Operations so as to enable the Project Works, when completed, to fully comply with the requirements of this Contract; and
 - (vi) immediately:
 - (A) repair and make good any damage to the physical infrastructure of the Existing Operations to the extent arising out of or in any way in connection with the SSJ Contractor's Activities; and
 - (B) when directed by the Principal's Representative, take such action as is required to ensure that its obligations in this clause 3.8(c) are complied with.
- (d) Except to the extent expressly permitted by this Contract, the SSJ Contractor must:
- (i) not disrupt, interrupt or interfere in any way with the Existing Operations;
 - (ii) not cause any nuisance or inconvenience to the Existing Operations except to the extent such nuisance or inconvenience was a direct and unavoidable result of carrying out and completing the SSJ Contractor's Activities in accordance with this Contract; and
 - (iii) program and coordinate the SSJ Contractor's Activities under this Contract using design and construct best practices and so as to minimise the effect

that the carrying out of the SSJ Contractor's Activities under this Contract has on the Existing Operations.

- (e) The SSJ Contractor must ensure that its Subcontractors and any of the respective employees, agents, contractors or officers of the SSJ Contractor and its Subcontractors at all times comply with this clause 3.8.

3.9 **Management Plans**

The SSJ Contractor must:

- (a) develop the Contract Management Plans as required by the MRs;
- (b) ensure that the relevant Contract Management Plans are consistent with the Initial Contract Management Plans;
- (c) update the Contract Management Plans as required by the MRs or as directed by the Principal's Representative; and
- (d) comply with:
 - (i) the Contract Management Plans; and
 - (ii) to the extent the Contract Management Plans are not finalised, the Initial Contract Management Plans as if they were the Contract Management Plans.

3.10 **Cleaning Up**

In carrying out the SSJ Contractor's Activities, the SSJ Contractor must:

- (a) keep the Construction Site, Extra Land and the Project Works clean and tidy and free of refuse;
- (b) regularly remove rubbish, litter, graffiti and surplus material from the Construction Site and Extra Land; and
- (c) as a condition precedent to Construction Completion of a Portion, remove all rubbish, surplus materials, Construction Plant and Temporary Works from the Construction Site and Extra Land or the part of the Construction Site or Extra Land relevant to the Project Works or the Portion, 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's Representative.

3.11 **Construction Plant and Materials Removal**

Except for the purpose of achieving Construction Completion as contemplated by clause 3.10(c), the SSJ Contractor must not remove from the Construction Site or the SSJ Contractor's Activities any:

- (a) significant materials or major items of Construction Plant; or
- (b) materials or Construction Plant specified in any written notice issued by the Principal's Representative,

without the prior written approval of the Principal's Representative, which approval will not be unreasonably withheld.

3.12 Principal Supplied Items

- (a) The Principal will:
 - (i) make available the Principal Supplied Items to the SSJ Contractor:
 - (A) at its own cost;
 - (B) at the respective places referred to in Schedule A18; and
 - (C) by the respective date referred to in Schedule A18; and
 - (ii) use its best endeavours to procure that the SSJ Contractor has the benefit of any warranty obtained by the Principal in respect of any Principal Supplied Item.
- (b) The SSJ Contractor:
 - (i) agrees that, in respect of Principal Supplied Items, the:
 - (A) SSJ Contractor:
 - (aa) warrants that it has reviewed the SWTC and any relevant specification, and made whatever other enquiries and investigations it considers necessary relating to each of the Principal Supplied Items and is satisfied that they satisfy and will allow the SSJ Contractor to satisfy the requirements of this Contract;
 - (bb) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with any Principal Supplied Item except under clause 15 if a Principal Supplied Item is not made available by the relevant date set out in Schedule A18; and
 - (cc) is not relieved from and remains liable for complying with, all of its obligations under this Contract, despite the Principal making available the Principal Supplied Items; and
 - (B) *Sale of Goods Act 1923* (NSW) does not apply to the Principal's obligations under clause 3.12(a) and the Principal makes no representation as to the quality, performance, merchantability or fitness of the Principal Supplied Items; and
 - (ii) must:
 - (A) at its own risk, transport each Principal Supplied Item from the respective place referred to in Schedule A18 to the Construction Site or Extra Land (as applicable); and
 - (B) as part of the SSJ Contractor's Activities, incorporate each Principal Supplied Item into the Project Works.

3.13 SMCSW Master Interface Protocols Deed Poll

The SSJ Contractor must:

- (a) within ■ Business Days of receipt of a request from the Principal, provide to the Principal the SMCSW Master Interface Protocols Deed Poll, duly executed by the SSJ Contractor in the number of counterparts required by the Principal; and
- (b) at all relevant times until the date of expiry of the final Defects Correction Period, comply with the terms of the SMCSW Master Interface Protocols Deed Poll.

3.14 Collateral Warranty

The SSJ Contractor must, within 5 Business Days of receipt of a request from the Principal, provide to the Principal's Representative an executed Collateral Warranty Deed Poll.

4. TARGET COST DEVELOPMENT

4.1 Target Cost Development Phase only

The SSJ Contractor acknowledges that unless and until:

- (a) the Principal accepts the Target Cost Offer and provides the SSJ Contractor with a written notice under clause 4.3(b)(i);
- (b) the parties agree a Target Cost Offer acceptable to the Principal and the Principal provides the SSJ Contractor with a notice under clause 4.3(d)(i);
- (c) the Principal provides the SSJ Contractor a Modified Target Cost Offer under clause 4.3(d)(ii)(B), and the difference between the Modified Target Cost Offer and the Target Cost Offer is less than or equal to ■; or
- (d) a Target Cost Offer Dispute is resolved by the Executive Negotiators and the Principal provides the SSJ Contractor an adjusted Target Cost Offer under clause 4.3(f)(i),

the Contract is for the performance of the Target Cost Development Phase only, and there is no guarantee that the Delivery Phase will proceed.

4.2 Requirements for the Target Cost Offer

- (a) The SSJ Contractor must:
 - (i) carry out the Target Cost Development Phase Activities; and
 - (ii) submit a Target Cost Offer to the Principal by the Target Cost Offer Submission Date.
- (b) The Target Cost Offer must:
 - (i) comply with the requirements set out in Schedule A3;
 - (ii) include a detailed reconciliation against the Cost Breakdown; and
 - (iii) remain open for acceptance by the Principal until:
 - (A) one of the circumstances in clause 4.1 has occurred; or
 - (B) this Contract is terminated in accordance with clause 4.3(b)(ii)(A), 4.3(d)(ii)(A), or 4.3(f)(ii)(A).

■) [Redacted]

■ [Redacted]

(e) [Redacted]

■	[Redacted]
■	[Redacted]
■	[Redacted]

4.3 Target Cost Offer Process

- (a) The Principal may accept or reject the Target Cost Offer provided by the SSJ Contractor.
- (b) If the Target Cost Offer is:
 - (i) accepted by the Principal, the Principal must provide the SSJ Contractor written notice of its acceptance of the Target Cost Offer within a reasonable time after receipt of the Target Cost Offer, and:
 - (A) the Target Cost Offer will become the Target Cost for the purposes of the Contract;
 - (B) the SSJ Contractor will be bound to perform the balance of the SSJ Contractor's Activities on the basis of the Target Cost Offer; and
 - (C) the Delivery Phase will be deemed to have commenced from the date of the Principal's notice under clause 4.3(b)(i); or
 - (ii) rejected by the Principal, the Principal may either:
 - (A) terminate this Contract by written notice to the SSJ Contractor and proceed with the Project, utilise the outputs of the Target Cost Development Phase and engage another contractor to complete the Project Works under the same or any alternative form of procurement; or

- (B) notify the SSJ Contractor in writing that the Principal will seek to agree with the SSJ Contractor a Target Cost Offer acceptable to the Principal.
- (c) If the Principal provides the SSJ Contractor a notice under clause 4.3(b)(ii)(B), the SSJ Contractor must immediately engage in good faith negotiations with the Principal for the purpose of negotiating a Target Cost Offer.
- (d) If the parties:
 - (i) negotiate a Target Cost Offer acceptable to the Principal within 30 Business Days of the date of the Principal's notice under clause 4.3(b)(ii)(B) (or as otherwise agreed between the parties), the Principal will provide the SSJ Contractor written notice of the negotiated Target Cost Offer to the SSJ Contractor, and:
 - (A) the negotiated Target Cost Offer will become the Target Cost for the purposes of the Contract;
 - (B) the SSJ Contractor will be bound to perform the balance of the SSJ Contractor's Activities on the basis of the negotiated Target Cost Offer; and
 - (C) the Delivery Phase will be deemed to have commenced from the date of the Principal's notice under clause 4.3(d)(i); or
 - (ii) are unable to negotiate a Target Cost Offer acceptable to the Principal within 30 Business Days of the date of the Principal's notice under clause 4.3(b)(ii)(B) (or as otherwise agreed between the parties), the Principal may either:
 - (A) terminate this Contract by written notice to the SSJ Contractor and proceed with the Project, utilise the outputs of the Target Cost Development Phase and engage another contractor to complete the Project Works under the same or any alternative form of procurement; or
 - (B) provide the SSJ Contractor with the Modified Target Cost Offer, detailing those items of the Target Cost Offer the Principal does not accept, together with detailed reasons for each item not accepted.
- (e) If the Principal gives a notice in accordance with clause 4.3(d)(ii)(B), each party agrees and acknowledges that:
 - (i) if the difference between the Modified Target Cost Offer and the Target Cost Offer is less than or equal to [REDACTED]:
 - (A) the Modified Target Cost Offer will become the Target Cost for the purposes of this Contract;
 - (B) the SSJ Contractor will be bound to perform the balance of the SSJ Contractor's Activities on the basis of the Modified Target Cost Offer;
 - (C) [REDACTED];

- (D) the Principal will notify the SSJ Contractor of the identity of the Nominated Target Cost Offer Expert;
 - (E) the parties will immediately enter into an agreement with the Nominated Target Cost Offer Expert on the terms set out in Schedule A17; and
 - (F) the Principal will refer those items of the Target Cost Offer the Principal does not accept as identified under clause 4.3(d)(ii)(B) to the Nominated Target Cost Offer Expert; and
 - (G) the Nominated Target Cost Offer Expert will make a determination in respect of those items of the Target Cost Offer the Principal does not accept in accordance with the expert determination rules set out in Schedule A17, and the parties must make any adjustment necessary to the Target Cost arising from the Nominated Target Cost Expert's determination; or
- (ii) if the difference between the Modified Target Cost Offer and the Target Cost Offer is greater than [REDACTED]:
- (A) the Principal will refer those items of the Target Cost Offer the Principal does not accept as identified under clause 4.3(d)(ii)(B) to the Executive Negotiators (**Target Cost Offer Dispute**); and
 - (B) the Executive Negotiators must, within 10 Business Days after the date of the referral, meet and negotiate with a view to resolving the Target Cost Offer Dispute.
- (f) If the Executive Negotiators:
- (i) resolve the Target Cost Offer Dispute within 10 Business Days after the date on which the referral was given under clause 4.3(e)(ii), the Principal will provide the SSJ Contractor written notice of the adjusted Target Cost Offer to the SSJ Contractor, and:
 - (A) the adjusted Target Cost Offer will become the Target Cost for the purposes of the Contract;
 - (B) the SSJ Contractor will be bound to perform the balance of the SSJ Contractor's Activities on the basis of the adjusted Target Cost Offer; and
 - (C) the Delivery Phase will be deemed to have commenced from the date of the resolution of the Executive Negotiators; or
 - (ii) do not resolve the Target Cost Offer Dispute within 10 Business Days after the date on which the referral was given under clause 4.3(e)(ii):
 - (A) either party may terminate this Contract by written notice to the other party; and
 - (B) the Principal may proceed with the Project, utilise the outputs of the Target Cost Development Phase and engage another contractor to complete the Project Works under the same or any alternative form of procurement.

- (g) If:
- (i) the Principal terminates this Contract under clauses 4.3(b)(ii)(A) or 4.3(d)(ii)(A); or
 - (ii) either party terminates this Contract under clause 4.3(f)(ii)(A),
- the SSJ Contractor will:
- (iii) in respect of work carried out prior to the date of termination, be entitled to payment of the amount which would have been payable if this Contract had not been terminated and the SSJ Contractor submitted a Payment Claim under clause 16.2(a) for work carried out to the date of termination. [REDACTED]; and
 - (iv) have no further Claim, entitlement or remedy, other than for payment of an amount in accordance with clause 4.3(g)(iii).

4.4 **SSJ Contractor's Program**

- (a) During the Target Cost Development Phase, the SSJ Contractor must provide the SSJ Contractor's Program to the Principal:
 - (i) each month during the Target Cost Development Phase; and
 - (ii) with the Target Cost Offer.
- (b) The Principal's Representative may provide the SSJ Contractor with comments on the SSJ Contractor's Program throughout the Target Cost Development Phase and the SSJ Contractor must incorporate and amend each draft SSJ Contractor's Program to incorporate all such comments.

4.5 **Progressive submission**

- (a) The SSJ Contractor must submit the Target Cost Offer progressively during the Target Cost Development Phase as follows:
 - (i) 50% complete 6 weeks prior to the Target Cost Offer Submission Date;
 - (ii) 75% complete 2 weeks prior to the Target Cost Offer Submission Date; and
 - (iii) 100% complete on or before the Target Cost Offer Submission Date.
- (b) The Principal's Representative may provide the SSJ Contractor with comments on each interim submission of the Target Cost Offer and the SSJ Contractor must take such comments into account in the next submission of the Target Cost Offer.

5. **CHANGES TO TARGET COST**

5.1 **Changes**

The parties acknowledge and agree that the Target Cost will only change as a result of:

- (a) Reimbursable Cost Element Adjustments;
- (b) Design Fee (Delivery Phase) Element Adjustments;

- (c) Management Fee (Delivery Phase) Adjustments; and
- (d) Preliminaries Fee (Delivery Phase) Adjustments.

5.2 Reimbursable Cost Element Adjustments

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

- (b) Nothing in this clause 5.2 limits the operation of clause 13.5.

5.3 Design Fee (Delivery Phase) Element Adjustments

- (a) In respect of each Design Fee (Delivery Phase) Element Adjustment Event for which the SSJ Contractor has made a valid Claim and where the parties have not agreed a Design Fee (Delivery Phase) Element Adjustment, the Principal will determine a Design Fee (Delivery Phase) Element Adjustment as a reasonable amount to reflect the increase or decrease in Design Work resulting from the Design Fee (Delivery Phase) Element Adjustment Event.

■ [REDACTED]

5.4 Preliminaries Fee (Delivery Phase) Adjustments

- (a) In respect of each Preliminaries Fee (Delivery Phase) Adjustment Event for which the SSJ Contractor has made a valid Claim and where the parties have not agreed a Preliminaries Fee (Delivery Phase) Adjustment, the Principal will determine a Preliminaries Fee (Delivery Phase) Adjustment as a reasonable amount to reflect the increase or decrease in Preliminaries and the resources required to perform the Preliminaries resulting from the Preliminaries Fee (Delivery Phase) Adjustment

Event, which a prudent, competent and experienced contractor could not have anticipated as at the date of this Contract.

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

5.5 Management Fee (Delivery Phase) Adjustment

In respect of each Management Fee (Delivery Phase) Adjustment Event, the Principal will determine the Management Fee (Delivery Phase) Adjustment [REDACTED]

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

■ [REDACTED]

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

- (a) The parties agree that if the Management Review Group resolves the SSJ Contractor's claim in accordance with clauses 14.21(c) and 14.21(d), the Principal's Representative will determine the SSJ Contractor's claim in accordance with the Management Review Group's determination.

6. SECURITY

6.1 Unconditional Undertakings

- (a) The parties acknowledge and agree that the Principal has accepted the value of the unconditional undertakings to be provided by the SSJ Contractor on the basis of the specific nature of the SSJ Contractor's Activities and the Project Works to be delivered by the SSJ Contractor.
- (b) The SSJ Contractor must, within 5 Business Days of the date of the commencement of the Delivery Phase, give the Principal [REDACTED] unconditional undertakings each for [REDACTED] of the Target Cost as at the date of commencement of the Delivery Phase.
- (c) Without limiting clauses 6.3 and 6.6, the unconditional undertakings to be provided under clause 6.1(b) are for the purpose of ensuring the due and proper performance by the SSJ Contractor of its obligations under this Contract and to provide for the SSJ Contractor to bear the risk of financial burden during the time of any unresolved dispute or difference.

6.2 Requirements for unconditional undertakings

Each unconditional undertaking provided under clauses 6.1 and 16.6(b)(ii) must be:

- (a) in the form of Schedule F3 (or such other form approved by the Principal);
- (b) in favour of the Principal;

- (c) issued by an Institution approved by the Principal that maintains the Required Rating; and
- (d) where required by Law, duly stamped.

6.3 **Recourse to unconditional undertakings**

The Principal may have recourse to any unconditional undertaking provided under clause 6.1 or clause 16.6(b)(ii) at any time.

6.4 **Release of unconditional undertakings**

- (a) Subject to clause 6.4(b) and to the Principal's rights to have recourse to the unconditional undertakings and to the cash proceeds if one or more of the unconditional undertakings are converted into cash, the Principal must:
 - (i) within 20 Business Days after the Date of Completion of the last Portion to reach Completion, release so much of the unconditional undertakings provided by the SSJ Contractor under clause 6.1(b) as may be then held by the Principal, so that it then holds unconditional undertakings to the value of █████ of the Target Cost as at the date of commencement of the Delivery Phase; and
 - (ii) within 20 Business Days after the date of expiry of the original Defects Correction Periods (excluding any extensions under clause 13.6(b), 13.7, 13.8 and 13.9), release so much of the unconditional undertakings provided by the SSJ Contractor under clause 6.1(b) as may be then held by the Principal, to such amount as the Principal's Representative determines to be reasonable, having regard to the work to which the Defects Correction Periods, as extended under clause 13.6(b), 13.7, 13.8 and 13.9, apply; and
 - (iii) within 50 Business Days after the expiry of the final Defects Correction Period, as certified by the Independent Certifier (in a certificate executed by the Independent Certifier in the form of Schedule B12), release the balance of the unconditional undertakings provided by the SSJ Contractor under clause 6.1(b) as may be then held by the Principal.
- (b) Despite any other provision of this Contract to the contrary, where this Contract may otherwise require the Principal to release an unconditional undertaking or this Contract is terminated by the Principal either pursuant to clause 19 or by reason of the SSJ Contractor repudiating this Contract (or otherwise at law), the Principal may continue to hold the unconditional undertaking after the date for its release or the termination of this Contract to the extent of any claim which the Principal may have against the SSJ Contractor arising out of, or in any way in connection with, this Contract or the SSJ Contractor's Activities whether for damages or otherwise.

6.5 **No injunction**

The SSJ Contractor must not take any steps to injunct or otherwise restrain:

- (a) any issuer of any unconditional undertaking provided under this Contract from paying the Principal pursuant to the unconditional undertaking;
- (b) the Principal from taking any steps for the purposes of making a demand under any unconditional undertaking provided under this Contract or receiving payment under any such unconditional undertaking; or

- (c) the Principal using the money received under any unconditional undertaking provided under this Contract.

6.6 No interest

The Principal is not obliged to pay the SSJ Contractor interest on:

- (a) any unconditional undertaking; or
- (b) the proceeds of any unconditional undertaking if it is converted into cash.

6.7 No trust

The Principal does not hold the proceeds of any unconditional undertaking on trust for the SSJ Contractor.

6.8 Parent Company Guarantee

The SSJ Contractor must within 5 Business Days of the date of this Contract:

- (a) give the Principal a guarantee duly executed by the person referred to in Schedule A1 in favour of the Principal in the form of the Parent Company Guarantee and which is, where required, duly stamped; and
- (b) if the Parent Company Guarantor is incorporated outside of Australia, give the Principal:
 - (i) a Legal Opinion supporting, and in respect of, the executed Parent Company Guarantee; and
 - (ii) any other assistance reasonably required by the Principal to enforce the Parent Company Guarantee in the jurisdiction in which the Parent Company Guarantor is domiciled.

7. LAW AND APPROVALS

7.1 Compliance with Law

Subject to clause 7.2(a), the SSJ Contractor must, in carrying out the SSJ Contractor's Activities:

- (a) comply with, and ensure that the Project Works and the Temporary Works comply with, all applicable Law;
- (b) give all notices and pay all fees, bonds and other amounts which it is required to pay in respect of the performance of its obligations under this Contract and give the Principal's Representative copies of all notices it gives to Authorities at the time or before it submits such notices to Authorities;
- (c) give the Principal's Representative copies of all documents (including Authority Approvals and other notices) that Authorities issue to it;
- (d) at all times conform and comply with, and ensure that the Project Works and the Temporary Works conform and comply with, all Codes and Standards; and
- (e) not engage in any fraud, bribery or corruption.

7.2 Approvals

The SSJ Contractor must:

- (a) obtain all Authority Approvals required for the execution of the SSJ Contractor's Activities and occupation and use of the completed Portions (and for that purpose prepare and submit all applications and associated documents to relevant Authorities), except for those Authority Approvals specified in Schedule E3 that either:
 - (i) were obtained by the Principal prior to the date of this Contract; or
 - (ii) will be obtained by the Principal after the date of this Contract where required;
- (b) comply with, satisfy, carry out and fulfil the conditions and requirements of all Authority Approvals (whether obtained by the SSJ Contractor or the Principal), including those conditions and requirements that the Principal is required, under the terms of the Authority Approvals, including the Planning Approval, to comply with, satisfy, carry out and fulfil, except for the conditions and requirements of Authority Approvals which are to be satisfied or fulfilled by the Principal as set out in Schedule E3;
- (c) in respect of any:
 - (i) Authority Approvals which are to be obtained by the Principal after the date of this Contract; or
 - (ii) conditions and requirements of Authority Approvals which are to be satisfied or fulfilled by the Principal as set out in Schedule E3,provide the Principal with such assistance as may be reasonably required by the Principal to enable the Principal to obtain the Authority Approvals or satisfy or fulfil the conditions and requirements;
- (d) for the purpose of obtaining all Authority Approvals as required by clause 7.2(a), prepare all associated studies and reports required because of the design of the Project Works or Temporary Works proposed by the SSJ Contractor; and
- (e) as a condition precedent to Construction Completion of the Project Works or a Portion, ensure that it has:
 - (i) obtained all Authority Approvals it is required to obtain under this Contract;
 - (ii) complied with, carried out and fulfilled all conditions and requirements of all Authority Approvals it is required to comply with, carry out and fulfil under this Contract;
 - (iii) without limiting clauses 7.2(e)(i) and 7.2(e)(ii), complied with, carried out and fulfilled all conditions and requirements of the Planning Approval which it is required to comply with, carry out and fulfil (including obtaining the approval of any person for anything) under this Contract; and
 - (iv) unless it is included in Schedule E3 as an Authority Approval which the Principal will obtain, obtained and supplied to the Principal's Representative certification that the Project Works or the Portion, as designed and built,

and will not be entitled to make any Claim (other than for payment under clause 16) against the Principal arising out of or in any way in connection with the change.

7.4 Change in Law

Where there is a Change in Law:

- (a) if either party wishes this clause 7.4(a) to apply, then that party must, within 20 Business Days of the Change in Law, give a written notice to the other and the Principal's Representative stating that clause 7.4(a) applies and containing details of the Change in Law, including, where the notice is given by the SSJ Contractor:
 - (i) an estimate of [REDACTED] for complying with the Change in Law, including sufficient information to support the estimate; and
 - (ii) any effect it will have on the SSJ Contractor's Program;
- (b) if such a notice is given:
 - (i) clause 5 will apply in respect of [REDACTED] (to the extent the Principal does not agree with the SSJ Contractor's estimate under clause 7.4(a)(i)); and
 - (ii) the SSJ Contractor may make a claim for an extension of time under clause 15.8 in respect of any delays the SSJ Contractor suffers in complying with the Change in Law; and
- (c) the SSJ Contractor must comply with the Change in Law.

7.5 Changes to Planning Approval

- (a) If a Change in Planning Approval occurs which has a direct effect on the SSJ Contractor carrying out the SSJ Contractor's Activities and necessitates a Change, the SSJ Contractor must, within 10 Business Days of the date on which the SSJ Contractor becomes aware or ought reasonably to have become aware of the Change in Planning Approval taking effect, notify the Principal's Representative in writing with detailed particulars of the reason why the Change in Planning Approval necessitates a Change, together with an estimate of [REDACTED] for complying with the Change in Planning Approval, including sufficient information to support the estimate.
- (b) If the SSJ Contractor gives a notice under clause 7.5(a) and the Change in Planning Approval does necessitate a Change, the Principal's Representative will direct a Change under clause 11.2(a) in respect of the Change in Planning Approval.
- (c) Other than as set out in clauses 7.5(a) and 7.5(b), the SSJ Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim (other than for payment under clause 16) arising out of or in any way in connection with:

- (i) any Change in Planning Approval;
- (ii) an Planning Approval obtained or issued or which otherwise takes effect after the date of this Contract;
- (iii) a change in a Planning Approval after the date of this Contract; or
- (iv) any:
 - (A) assumptions the SSJ Contractor makes; or
 - (B) failure by the SSJ Contractor to adequately satisfy itself,
 as to what work methodologies and Temporary Works might be permissible under all Planning Approvals.

7.6 Legal Challenge to Planning Approval

(a) If there is a legal challenge, proceedings or action in relation to the assessment or determination of an application for a Planning Approval or a modification of a Planning Approval under:

- (i) the *Environmental Planning and Assessment Act 1979* (NSW);
- (ii) the *Protection of the Environment Operations Act 1997* (NSW);
- (iii) the *Environment Protection and Biodiversity Conservation Act 1999* (Cth); or
- (iv) any other Law,

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

- (v) ordered or directed by an Authority;
- (vi) ordered by a court or tribunal; or
- (vii) directed by the Principal or the Principal's Representative.

(b) Subject to clause 7.6(c), the Principal will determine under clause 5 [REDACTED]
[REDACTED]
[REDACTED] as a direct result of:

- (i) an Authority order referred to in clause 7.6(a)(v);
- (ii) a court order referred to in clause 7.6(a)(vi); or
- (iii) a direction by the Principal referred to in clause 7.6(a)(vii),

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

(c) Clause 7.6(b) does not apply to the extent that a legal challenge, proceedings or action of the kind referred to in clause 7.6(a) is brought or upheld due to the SSJ

Contractor's non-compliance with its obligations under this Contract or any Planning Approval.

- (d) The SSJ Contractor's entitlement under clause 7.6(b) will be its only right to payment arising out of or in any way in connection with an Authority order, court order or direction by the Principal in accordance with clause 7.6(a)(v), 7.6(a)(vi) or 7.6(a)(vii).

7.7 **Crown Building Work**

- (a) The SSJ Contractor must, in relation to any part of the Project Works that is a Crown Building Work, certify (on behalf of the Principal) as required by section 109R of the *Environmental Planning and Assessment Act 1979* (NSW).
- (b) Any certification under clause 7.7(a) will not lessen or otherwise affect:
 - (i) the SSJ Contractor's other liabilities or responsibilities under this Contract or otherwise according to law; or
 - (ii) the Principal's rights against the SSJ Contractor, whether under this Contract or otherwise according to law.

7.8 **Long Service Leave Levy**

The SSJ Contractor must before commencing any construction work under this Contract (including any construction of Temporary Works):

- (a) pay to the Long Service Corporation or that body's agent all amounts payable for the long service leave levy in respect of the SSJ Contractor's Activities under the *Building and Construction Industry Long Service Payments Act 1986* (NSW); and
- (b) produce to the Principal's Representative the documents evidencing payment of the amounts referred to in clause 7.8(a).

8. **THE CONSTRUCTION SITE, TRACK POSSESSIONS, TEMPORARY SHUTDOWNS AND LOCATION OF THE PROJECT WORKS**

8.1 **Access**

- (a) The SSJ Contractor acknowledges and agrees that access to the Construction Site will be provided progressively to the SSJ Contractor as set out in the Site Access Schedule.
- (b) Subject to clause 8.1(c) and any other provision of this Contract affecting access, the Principal must:
 - (i) give, or ensure the SSJ Contractor has, access to the Construction Site by the dates set out in the Site Access Schedule (and if a period is specified in relation to access to a part of the Construction Site, then by the last day of that period); and
 - (ii) once access to a part of the Construction Site is provided to the SSJ Contractor, thereafter continue to allow, or ensure that the SSJ Contractor is continued to be allowed reasonable access to that part of the Construction Site in accordance with the Site Access Schedule.
- (c) The SSJ Contractor acknowledges and agrees that:

- (i) access to the Construction Site or any part thereof will only confer on the SSJ Contractor a right to such management and control as is necessary to enable the SSJ Contractor to execute the SSJ Contractor's Activities in accordance with this Contract and to discharge its responsibilities under the WHS Legislation, including to discharge its responsibilities as principal contractor;
- (ii) the Principal is not obliged to give the SSJ Contractor access to any part of the Construction Site until the SSJ Contractor has:
 - (A) complied with clause 6.1(b) and 6.8 of this Contract;
 - (B) submitted the Project Health and Safety Management Plan, the Construction Environmental Management Plan and the Construction and Site Management Plan, as required by the MRs, to the Principal's Representative under clause 14.11 and the Principal's Representative has not rejected the proposed Construction Environmental Management Plan, Construction and Site Management Plan or Project Health and Safety Management Plan within 15 Business Days after such submission in accordance with clause 14.11(h);
 - (C) effected the insurance policies required under clauses 18.5, 18.6 (where required in accordance with clause 18.6), 18.7, 18.8, and 18.9; and
 - (D) complied with the preconditions set out in the Site Access Schedule;
- (iii) the Principal is not obliged to provide, and the SSJ Contractor may not be given, exclusive access to the Construction Site;
- (iv) the Principal is not obliged to carry out any work or provide any facilities to the SSJ Contractor which may be necessary to enable the SSJ Contractor to obtain access to the Construction Site or carry out the SSJ Contractor's Activities; and
- (v) the Principal and others will engage Other Contractors to work upon or in the vicinity of the Construction Site and Extra Land at the same time as the SSJ Contractor.

The Principal's obligations under clause 8.1(a) and 8.1(b) in respect of each part of the Construction Site will cease upon the issue of a Notice of Completion in respect of the last Portion occupying that part of the Construction Site, except to the extent required to allow the SSJ Contractor to comply with its obligations during the Defects Correction Periods.

- (d) The Principal's obligations under clause 8.1(a) and 8.1(b) in respect of each part of the Construction Site will cease:
 - (i) where the Site Access Schedule specifies that access to the Construction Site for the purposes of this clause 8.1 is provided for an Access Period, on the date specified in the Site Access Schedule as the day that the Access Period ends; and
 - (ii) in all other cases, upon the issue of a Notice of Construction Completion in respect of the last Portion occupying that part of the Construction Site,

except to the extent required to allow the SSJ Contractor to comply with its obligations during the Defects Correction Periods.

- (e) Failure by the Principal to give access as required by clause 8.1(a) will not be a breach of this Contract but will entitle the SSJ Contractor to:
 - (i) an extension of time to any relevant Date for Construction Completion under clause 15 if the requirements of that clause are satisfied; and
 - (ii) [REDACTED] in accordance with clause 5.
- (f) The SSJ Contractor's entitlement under clause 8.1(e)(ii) will be its only right to payment of money arising out of or in any way in connection with the Principal's failure to give access as required by clause 8.1(a).
- (g) The SSJ Contractor must:
 - (i) not use the Construction Site for any purpose other than the Permitted Use without the prior written consent of the Principal's Representative; and
 - (ii) comply with:
 - (A) any access conditions that apply to an area of the Construction Site as specified in the Site Access Schedule;
 - (B) the terms of any easement, restrictions on use, covenants, agreements or other similar arrangements burdening or benefitting the land contained in the Construction Site as recorded in the register maintained by Land and Property Information New South Wales under the *Real Property Act 1900* (NSW).

8.2 Property Works

- (a) The SSJ Contractor must:
 - (i) carry out the Property Works:
 - (A) in accordance with the SWTC; and
 - (B) so that they are fit for their intended purpose upon Construction Completion;
 - (ii) after completion of the Property Works with respect to an Unowned Parcel, including the work described in clause (g)(f), provide to the Principal's Representative:
 - (A) unless not required by the Principal's Representative, provide to the Principal's Representative a properly executed certificate in the form of Schedule B6 or a release on terms otherwise satisfactory to the Principal's Representative from all claims or demands (whether for damages or otherwise howsoever arising) from the owner or occupier of, and from other persons having an interest in, such Unowned Parcel;

- (B) if the SSJ Contractor is unable to obtain such a release despite using its best endeavours to do so, a statement from the SSJ Contractor to the effect that such owner or occupier, or other person having an interest in the Unowned Parcel, has failed or refused to execute such a release within 15 Business Days after it being provided by the SSJ Contractor to the owner, occupier or other person following completion of the work on the Unowned Parcel, including the work described in clause 8.2(f); and
- (iii) indemnify the Principal from and against any claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with a claim by the owner or owners of any part of an Unowned Parcel where:
 - (A) such owner or owners have not duly signed a certificate in the form of Schedule B6; and
 - (B) the claim or Loss arises out of or in any way in connection with the SSJ Contractor's Activities.
- (b) The acceptance of a certificate or statement provided by the SSJ Contractor under clause 8.2(a)(ii) by the Principal's Representative is not approval by the Principal or the Principal's Representative of the SSJ Contractor's performance of its obligations under this clause 8.1(g).
- (c) Where any Property Works are required to be carried out on an Unowned Parcel, the SSJ Contractor must give a written notice to the owner or owners of the property (with a copy to the Principal's Representative) which:
 - (i) describes the Property Works to be carried out;
 - (ii) requests access for the purpose of carrying out the Property Works; and
 - (iii) specifies the intended date for commencement of the Property Works,
 not less than 10 Business Days prior to the day which the SSJ Contractor intends to commence the Property Works.
- (d) If the owner or owners of a property do not provide the SSJ Contractor with sufficient access to carry out the Property Works from either:
 - (i) the date notified in the notice under clause 8.2(c); or
 - (ii) such other date as may be agreed between the SSJ Contractor and the owner or owners,
 the SSJ Contractor must:
 - (iii) give the Principal's Representative a notice stating this; and
 - (iv) not carry out the Property Works until the Principal's Representative gives the SSJ Contractor a notice specifying that the owner or owners of the property have agreed to give access, in which event clause 8.2(c) will reapply.
- (e) Upon being given access to any property for the purpose of carrying out any Property Works, the SSJ Contractor must promptly carry out those Property Works

in a manner which minimises inconvenience and disruption to the owners, occupiers and users of the Unowned Parcel.

- (f) The SSJ Contractor must:
 - (i) rehabilitate any part of an Unowned Parcel to the state agreed with the owner of such Unowned Parcel prior to commencing the work or, if no such agreement is reached, the state it was in immediately prior to the SSJ Contractor obtaining access; and
 - (ii) otherwise repair any damage or degradation to such a part arising out of or in any way in connection with the performance of its obligations under this clause 8.1(g).
- (g) The following are conditions precedent to Construction Completion of a Portion:
 - (i) completion of all Property Works under this clause 8.1(g) that form part of the Portion, including all relevant work under clause 8.2(f); and
 - (ii) provision of all certificates or statements (as the case may be) to the Principal's Representative as required under clause 8.2(a)(ii) in respect of Property Works that form part of the Portion.

8.3 Temporary Works

The SSJ Contractor must carry out all Temporary Works required to execute the SSJ Contractor's Activities so that the Temporary Works will be fit for their intended purpose.

8.4 Management and Control of the Construction Site

At all times after being given access to the Construction Site or a part of the Construction Site under clause 8.1 and before the Date of Completion of the Project Works or the last Portion to reach Completion, the SSJ Contractor:

- (a) without limiting any right of the Principal or the Principal's Representative under this Contract, and subject to clause 3.7, will be responsible for the management and control of the Construction Site;
- (b) must control access to, and the security and maintenance of, the Construction Site or that part, except where the Principal's Representative advises otherwise;
- (c) must ensure public safety on and adjacent to the Construction Site or that part;
- (d) must provide for the continuous safe passage of the public, road and railway system users on existing roads, footpaths access ways, cycleways and Rail Tracks affected by the SSJ Contractor's Activities in accordance with this Contract;
- (e) must, subject to clauses 8.1 and 8.14 and the MRs, and any relevant Law, limit access to the Construction Site to its employees, Subcontractors and their employees and Subcontractors, and those with a legitimate interest in being on the Construction Site as part of the SSJ Contractor's Activities;
- (f) must not impede access or Utility Services to private property without the consent of the Principal's Representative and the relevant owner or occupier of that property; and

- (g) must ensure that existing buildings (including residences, whether occupied or unoccupied) on the Construction Site are preserved and protected from damage (including from theft and vandalism) until (where relevant) they are due for demolition by the SSJ Contractor if that forms part of the SSJ Contractor's Activities.

8.5 **Land in Addition to the Construction Site**

The SSJ Contractor must, at its cost:

- (a) procure for itself the occupation or use of or relevant rights over any land or buildings in addition to the Construction Site, including any land owned by a Rail Transport Agency, which is necessary or which it may require for the purposes of carrying out the SSJ Contractor's Activities (**Extra Land**);
- (b) carry out all activities and procure all Utility Services necessary to make the Extra Land suitable for use by the SSJ Contractor;
- (c) as a condition precedent to Construction Completion of any Portion:
 - (i) rehabilitate any Extra Land of the kind referred to in paragraph (a) in accordance with the requirements of all relevant Authorities and other relevant persons;
 - (ii) unless not required by the Principal's Representative, provide to the Principal's Representative a properly executed certificate in the form of Schedule B6 or a release on terms otherwise satisfactory to the Principal's Representative from all claims or demands (whether for damages or otherwise howsoever arising) from the owner or occupier of, and from other persons having an interest in, such Extra Land;
 - (iii) if the SSJ Contractor is unable to obtain such a release despite using its best endeavours to do so, a statement from the SSJ Contractor to the effect that such owner or occupier, or other person having an interest in the Extra Land, has failed or refused to execute such a release within 15 Business Days after it being provided by the SSJ Contractor to the owner, occupier or other person following completion of the work on the Extra Land; and
- (d) indemnify the Principal against any damage, expense, Loss, cost or liability suffered or incurred by the Principal arising out of or in any way in connection with a claim by the owner or occupier of, or any other person having any interest in any Extra Land, provided that the SSJ Contractor's liability to indemnify the Principal will be reduced proportionally to the extent that an act or omission of the Principal, an Other Contractor or an agent of the Principal contributed to the damage, expense, Loss, cost or liability.

8.6 **Temporary Areas**

The SSJ Contractor must, as soon as reasonably practicable and in any event as a condition precedent to Completion of any Portion where the SSJ Contractor has occupied or made use of a Temporary Area in connection with that Portion, reinstate the Temporary Area 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 Contract (including the SWTC) specifies need not be reinstated.

8.7 **Condition of the Construction Site**

- (a) Subject to clauses 8.8, 8.9, 8.11 and 8.12(b), the SSJ Contractor accepts:
- (i) the Construction Site and any Extra Land; and
 - (ii) any structures or other thing on, above or adjacent to, or under the surface of, the Construction Site and any Extra Land;

in their present condition subject to all defects and Construction Site conditions and agrees that it is responsible for, and assumes the risk of:

- (iii) all Loss (other than any claim for payment under clause 16), delay or disruption it suffers or incurs; and
- (iv) any adverse effect on the Project Works or the Temporary Works,

arising out of, or in any way in connection with the Construction Site conditions or any other condition of the Construction Site encountered in performing the Contractors Activities.

- (b) Subject to clause 8.7(a) and without limiting clause 8.13(c), the SSJ Contractor warrants and for all purposes it will be deemed to be the case that, prior to the date of this Contract, the SSJ Contractor:

- (i) examined this Contract, the Construction Site and its surroundings and any other information that was made available in writing by the Principal, or any other person on the Principal's behalf, to the SSJ Contractor for the purpose of providing a Proposal;
- (ii) satisfied itself as to the correctness and sufficiency of its Proposal and the scope of the Target Cost Development Phase Site Investigations and that it has made adequate allowance for the costs of complying with all of its obligations under this Contract and of all matters and things necessary for the due and proper performance and completion of the SSJ Contractor's Activities;
- (iii) informed itself of:
 - (A) all matters relevant to the employment of labour at the Construction Site; and
 - (B) all industrial matters relevant to the Construction Site; and
- (iv) was given the opportunity during the RFP period to itself undertake, and to request others to undertake, tests, enquiries and investigations:
 - (A) relating to the subject matter of Information Documents; and
 - (B) for design purposes and otherwise;
- (v) had a sufficient opportunity to obtain and obtained all necessary legal, geotechnical and other technical advice in relation to the terms of this Contract, each Deed of Disclaimer, the Initial Reports, the Information Documents, the Construction Site conditions, as well as the risks, contingencies and other circumstances having an effect on its Proposal and the scope of the Target Cost Development Phase Site Investigations, the performance of its obligations and its potential liabilities under this Contract; and

- (vi) undertook sufficient tests, enquiries and investigations, had sufficient information and obtained a sufficient understanding of the risks involved to enable it to make an informed decision about whether or not to enter into this Contract and assume the obligations and potential risks and liabilities which it imposes on the SSJ Contractor.
- (c) Subject to clause 8.7(a) and without limiting clause 8.13(c), the SSJ Contractor warrants and for all purposes it will be deemed to be the case that, as at the date of submitting the Target Cost Offer, the SSJ Contractor:
- (i) examined the Construction Site and its surroundings and any other information that was made available in writing by the Principal, or any other person on the Principal's behalf, to the SSJ Contractor for the purpose of providing the Target Cost Offer;
 - (ii) carried out the Target Cost Development Phase Site Investigations;
 - (iii) satisfied itself as to the correctness and sufficiency of the Target Cost Offer and that it has made adequate allowance for the costs of complying with all of its obligations under this Contract and of all matters and things necessary for the due and proper performance and completion of the SSJ Contractor's Activities;
 - (iv) informed itself of:
 - (A) all matters relevant to the employment of labour at the Construction Site; and
 - (B) all industrial matters relevant to the Construction Site; and
 - (v) was given the opportunity during the Target Cost Development Phase to itself undertake, and to request others to undertake, tests, enquiries and investigations:
 - (A) relating to the subject matter of Information Documents; and
 - (B) for design purposes and otherwise; and
 - (vi) had a sufficient opportunity to obtain and obtained all necessary legal, geotechnical and other technical advice in relation to the Initial Reports, the Information Documents, the Construction Site conditions, as well as the risks, contingencies and other circumstances having an effect on the Target Cost Offer, the performance of its obligations and its potential liabilities under this Contract.
- (d) Without limiting or otherwise affecting clauses 8.8 and 8.9, the Principal makes no representation and gives no warranty to the SSJ Contractor in respect of:
- (i) the Construction Site conditions likely to be encountered during the execution of the SSJ Contractor's Activities or otherwise in respect of the condition of:
 - (A) the Construction Site, Extra Land or their surroundings; or
 - (B) any structure or other thing on, under, above or adjacent to the Construction Site or Extra Land; or

- (ii) the existence, location, condition or availability of any Utility Service on, under, above, adjacent to or related to the Construction Site or Extra Land.

8.8 Latent Conditions

- (a) Latent Conditions are:
 - (i) adverse geotechnical conditions on the Construction Site or its surroundings; or
 - (ii) conditions of Existing Assets,
which conditions:
 - (iii) differ materially from the conditions identified in the Reports and could not be reasonably inferred from the Reports; and
 - (iv) could not have been identified or could not have been reasonably anticipated by a competent and experienced contractor which has:
 - (A) done those things the SSJ Contractor is deemed to have done under clause 8.7(b) as at the date of this Contract; and
 - (B) done those things the SSJ Contractor is deemed to have done under clause 8.7(c) as at the date of submitting the Target Cost Offer.
- (b) If during the execution of the SSJ Contractor's Activities, the SSJ Contractor becomes aware of a Latent Condition the SSJ Contractor must:
 - (i) promptly; and
 - (ii) where possible before the physical conditions are disturbed,
give written notice thereof to the Principal's Representative.
- (c) The SSJ Contractor must provide in that notice to the Principal's Representative a statement specifying:
 - (i) the conditions encountered and in what respects the SSJ Contractor considers they constitute a Latent Condition;
 - (ii) the additional work and additional resources which the SSJ Contractor estimates to be necessary to deal with the Latent Condition;
 - (iii) the time the SSJ Contractor anticipates will be required to deal with the Latent Condition and the expected delay in achieving Construction Completion (if any) as a result of dealing with the Latent Condition;
 - (iv) the SSJ Contractor's estimate of [REDACTED]
[REDACTED] required to reflect the cost of the measures necessary to deal with the Latent Condition, including sufficient information to support the estimate; and
 - (v) other details reasonably required by the Principal's Representative.

- (d) The SSJ Contractor acknowledges and agrees if a Latent Condition is encountered that:
- (i) has a direct effect on the SSJ Contractor carrying out the SSJ Contractor's Activities; and
 - (ii) directly results in an increase in the SSJ Contractor's costs of carrying out the SSJ Contractor's Activities,
- which a competent and experienced contractor could not have avoided or mitigated, clause 5 will apply in respect of [REDACTED]
[REDACTED] (to the extent the Principal does not agree with the SSJ Contractor's estimate under clause 8.8(c)(iv)).
- (e) In making a valuation pursuant to clause 8.8(d), regard will not be had to any SSJ Contractor's Activities or additional costs incurred more than 14 days before the date on which the SSJ Contractor gives the written notice required by clause 8.8(b).

8.9 Contamination

- (a) Subject to clauses 8.9(c) and 8.10(f), the SSJ Contractor bears the risk of all Contamination:
- (i) on, in, over, under or about the Construction Site or any Extra Land which is disturbed by or interfered with in the carrying out of the SSJ Contractor's Activities;
 - (ii) which migrates:
 - (A) on to the Construction Site or any Extra Land as a result of the SSJ Contractor's Activities and which could have been reasonably anticipated by a competent and experienced contractor that had examined:
 - (aa) the Construction Site and its surroundings;
 - (bb) any Extra Land and its surroundings; and
 - (cc) all Information Documents and any other information that was made available in writing by the Principal, or any other person on the Principal's behalf, to the SSJ Contractor during the request for proposal period; or
 - (B) from the Construction Site or any Extra Land as a result of the SSJ Contractor's Activities; or
 - (iii) which otherwise arises out of or in connection with the SSJ Contractor's Activities.
- (b) To the extent clauses 8.9(a)(i), 8.9(a)(ii) or 8.9(a)(iii) applies, the SSJ Contractor must undertake Remediation of any such Contamination in accordance with Law and all guidelines made or approved by the EPA so that:

- (i) the Construction Site and any Extra Land is suitable for the performance of the SSJ Contractor's Activities and the further construction, operation and maintenance of the Project; and
 - (ii) whole of life costs associated with the further construction, operation and maintenance of the Project at the relevant parts of the Construction Site where the Remediation is undertaken are minimised.
- (c) If:
- (i) Contamination on, in, over, under or about the Construction Site is caused by the Principal (or its Associates) after the date of this Contract and such Contamination is disturbed by or interfered with in the carrying out of the SSJ Contractor's Activities, clause 8.9(b) will apply; or
 - (ii) the SSJ Contractor is otherwise required by Law, an Authority or this Contract to undertake Remediation of Contamination for which the SSJ Contractor is not responsible under clause 8.9(a), the SSJ Contractor must comply with its obligations at Law, under the Environmental Documents and all guidelines made or approved by the EPA in respect of any such requirement,
- however:
- (iii) where such compliance causes the SSJ Contractor to incur greater cost than otherwise would have been incurred had the Contamination not been caused by the Principal (or its Associates) or the SSJ Contractor had not been required by Law, an Authority or this Contract to Remediate such Contamination (as applicable), the difference will be dealt with and valued as if it were a Change; and
 - (iv) the SSJ Contractor will be entitled to an extension of time under clause 15.8 if the requirements of that clause are satisfied.
- (d) Except to the extent prohibited by Law, the SSJ Contractor must indemnify the Principal from and against any claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with any failure by the SSJ Contractor to comply with any obligation under this Contract in connection with Contamination.

8.10 Disposal of Contamination and Waste

- (a) The SSJ Contractor must:
 - (i) remove from the Construction Site and any Extra Land; and
 - (ii) dispose of,

any Contamination or Waste pursuant to its obligations under this Contract to a licensed waste facility in accordance with all relevant Law and Approvals.
- (b) The SSJ Contractor must:
 - (i) ensure that the entity that carries out the storage, treatment, transport and disposal of the Contamination or Waste from the Construction Site or Extra Land holds all relevant Approvals that are necessary or desirable; and

- (ii) procure and provide evidence of such Approvals to the Principal's Representative upon request.
- (c) The SSJ Contractor must:
 - (i) sort all Contamination and Waste (including separating Compensable Contamination from clean material and any other type of Contamination or Waste);
 - (ii) not contaminate clean material by intermixing any Contamination or Waste; and
 - (iii) not intermix Compensable Contamination with clean material or any other type of Contamination or Waste.
- (d) The SSJ Contractor must ensure, and must ensure that its Associates ensure, that their respective employees, agents and contractors, as applicable, are suitably trained in correct and safe methods of loading, unloading and handling any Contamination or other wastes and that they comply with all applicable Laws and Approvals.
- (e) The SSJ Contractor must:
 - (i) keep complete, accurate and up to date records of all materials that are disposed of or otherwise removed from the Construction Site or any Extra Land (including all Contamination and other wastes) including classification certificates and tip docket for all loads; and
 - (ii) if requested, provide a copy of any such records to the Principal's Representative.

■ [REDACTED]

- (g) The SSJ Contractor must indemnify the Principal from and against any claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with any failure by the SSJ Contractor to comply with any obligation under this clause, provided that the SSJ Contractor's liability to indemnify the Principal will be reduced proportionally to the extent that an act or omission of the Principal contributed to the claim or Loss.

8.11 **Artefacts**

- (a) All valuable minerals, fossils, coins, articles or objects of value or antiquity, and other remains or things of geological, archaeological, anthropological or other special interest found on the Construction Site (all **Artefacts**) are, and will as between the SSJ Contractor and the Principal be and remain, the property of the Principal.
- (b) The SSJ Contractor must:
 - (i) immediately notify the Principal's Representative if it discovers an Artefact;
 - (ii) ensure the Artefact is protected and not lost, removed, disturbed or damaged;

- (iii) comply with all requirements of Authorities and Law in relation to the Artefact (noting compliance with Law is a contractual requirement and does not constitute a direction of the Principal); and
 - (iv) comply with any directions of the Principal's Representative in relation to the Artefact.
- (c) The SSJ Contractor acknowledges and agrees that compliance with clause 8.11(b)(iii) does not constitute a direction of the Principal's Representative for the purposes of clause 8.11(d).
- (d) Despite the acknowledgements, warranties, releases and indemnities referred to in clauses 8.13(a) to 8.13(d):
- (i) the Principal will determine under clause 5 [REDACTED]
[REDACTED]
[REDACTED] as a result of the SSJ Contractor complying with:
 - (A) requirements of Authorities and Law in accordance with clause 8.11(b)(iii); or
 - (B) the Principal's Representative's directions under clause 8.11(b)(iv); and
 - (ii) the SSJ Contractor may make a claim for an extension of time under clause 15.8 in respect of any delays the SSJ Contractor suffers in complying with:
 - (A) requirements of Authorities and Law in accordance with clause 8.11(b)(iii); or
 - (B) the Principal's Representative's directions under clause 8.11(b)(iv).

8.12 Utility Services

- (a) The SSJ Contractor must:
- (i) investigate, relocate, remove, modify, support, protect, reinstate and provide all Utility Services necessary for the SSJ Contractor to comply with its obligations under this Contract;
 - (ii) provide and maintain all signage, line marking, flagmen, barriers and other road traffic devices needed by the SSJ Contractor to comply with its obligations under this Contract, including any such devices reasonably required by the Principal's Representative;
 - (iii) despite any other provision in the Contract to the contrary, ensure that no Utility Services are:
 - (A) damaged or destroyed; or
 - (B) disconnected, disrupted, interfered with or interrupted during normal operating hours,
 by reason of the performance of the SSJ Contractor's Activities;

- (ii) where Information Documents or any part thereof form a Schedule to this Contract, they do so only for the purposes of identification of that document or part thereof.
- (b) Without limiting clause 8.13(c):
- (i) the SSJ Contractor acknowledges that the Principal does not warrant, guarantee, assume any duty of care or other responsibility for or make any representation about the accuracy, adequacy, suitability or completeness of the Information Documents, and the Information Documents do not form part of this Contract; and
 - (ii) subject to clause 8.13(e), the Principal will not be liable upon any Claim by the SSJ Contractor arising out of or in any way in connection with:
 - (A) the provision of, or the purported reliance upon, or use of the Information Documents to or by the SSJ Contractor or any other person to whom the Information Documents are disclosed; or
 - (B) a failure by the Principal to provide any other information, data or documents to the SSJ Contractor.
- (c) The SSJ Contractor:
- (i) warrants that it did not in any way rely upon:
 - (A) any information, data, representation, statement or document made by, or provided to the SSJ Contractor, by the Principal or anyone on behalf of the Principal or any other information, data, representation, statement or document for which the Principal is responsible or may be responsible whether or not obtained from the Principal or anyone on behalf of the Principal; or
 - (B) the accuracy, adequacy, suitability or completeness of such information, data, representation, statement or document,

for the purposes of entering into this Contract except to the extent that any such information, statement or document forms part of this Contract;
 - (ii) warrants that it:
 - (A) enters into this Contract based on its own investigations, interpretations, deductions, information and determinations;
 - (B) has examined and will continue to examine all other relevant information available on reasonable enquiry;
 - (C) has obtained and considered all necessary information relevant to the risks, contingencies and other circumstances having an effect on the SSJ Contractor's Activities;
 - (D) has satisfied itself as to the correctness and sufficiency of the Contract having regard to the risks referred to in clause 8.13(c)(ii)(C); and
 - (E) has taken such professional advice as is appropriate for projects of the type contemplated by this Contract; and

- (iii) acknowledges that it is aware that the Principal has entered into this Contract relying upon the warranties, acknowledgements and agreements in clauses 8.13(c)(i) and 8.13(c)(ii).
- (d) Subject to clause 8.13(e), the SSJ Contractor irrevocably releases and indemnifies the Principal (and any of its officers, employees, consultants and agents) from and against:
 - (i) any claim against them by, or liability of them to, any person; or
 - (ii) (without being limited by clause 8.13(d)(i)) any costs, expenses, Losses, liabilities or damages suffered or incurred by them, arising out of or in any way in connection with:
 - (iii) the provision of, or the purported reliance upon, or use of the Information Documents, as referred to in clauses 8.13(b) and 8.13(c)(i), to or by the SSJ Contractor or any other person to whom the Information Documents are disclosed or a failure by the Principal to provide any information, data or documents to the SSJ Contractor (other than any information, data or documents which the Principal is required to provide to the SSJ Contractor by the terms of this Contract);
 - (iv) any breach by the SSJ Contractor of this clause 8.13; or
 - (v) the Information Documents being relied upon or otherwise used in the preparation of any information or document, including any information or document which is "misleading or deceptive" or "false or misleading" (within the meaning of those terms in sections 18 and 29 of Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or any equivalent provision of State or Territory legislation).
- (e) The releases and indemnities under clause 8.13(d) benefit the Principal and its officers, employees, consultants and agents. The Principal may enforce each release and indemnity in its own right and on behalf of its officers, employees, consultants and agents.
- (f) The acknowledgements, warranties, releases and indemnities referred to in clauses 8.13(a) to 8.13(d) do not affect the SSJ Contractor's rights under clause 8.8(d).

8.14 **Principal's Right to Access and Inspect**

Subject to clause 8.16, the SSJ Contractor must:

- (a) without limiting clauses 8.4 and 8.5, minimise disruption or inconvenience to:
 - (i) the Principal, occupiers (including railway system or rail passengers and other users), tenants and potential tenants of the Construction Site, Extra Land or any other land or buildings above or adjacent to the Construction Site or any Extra Land or a part thereof in their occupation or use of, or attendance upon, any part of the Construction Site or Extra Land, including any occupation or use of the Project Works, a Portion or a part thereof under clause 17.5; and

- (ii) others having a right of access to the Construction Site, Extra Land or any other land or buildings on or adjacent to the Construction Site or any Extra Land; and
- (b) at all times:
 - (i) give the Principal's Representative, the Principal, the Interface Contractors, and any person authorised by either the Principal's Representative or the Principal access to:
 - (A) the Project Works;
 - (B) the Construction Site; or
 - (C) any other areas where the SSJ Contractor's Activities are being carried out,

including unobstructed vehicular access through the Construction Site; and
 - (ii) provide the Principal, the Principal's Representative, the Independent Certifier and any person authorised by either the Principal's Representative or the Principal with every reasonable facility necessary for the Inspection of the SSJ Contractor's Activities, including the SSJ Contractor's compliance with the Authority Approvals.

8.15 **Condition Surveys**

The SSJ Contractor must:

- (a) identify and prepare a condition survey of all property that could be affected or damaged by the SSJ Contractor's Activities and as required by the Planning Approval and in accordance with MR PA;
- (b) prepare this condition survey a minimum of two weeks prior to commencing any work on the Construction Site, or on any other land which is necessary for performing the SSJ Contractor's Activities or undertaking the Project Works, where that work could damage property on or off the Construction Site;
- (c) in preparing this condition survey, use suitably skilled, qualified, and experienced personnel or Subcontractors; and
- (d) prior to Construction Completion, rectify any damage to property caused by the SSJ Contractor's Activities.

8.16 **Setting Out**

- (a) The SSJ Contractor must:
 - (i) set out the Project Works in accordance with the requirements of this Contract, based on information and survey marks (including any survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring work) identified by the SSJ Contractor that are suitable for their purposes;
 - (ii) carry out any survey (including providing all instruments and things) that may be necessary for this purpose; and

- (iii) for this purpose keep all survey marks in their true positions.
- (b) If the SSJ Contractor discovers an error in the position, level, dimensions or alignment of any part of the Project Works, the SSJ Contractor must immediately notify the Principal's Representative and, unless the Principal's Representative otherwise directs, the SSJ Contractor must at its cost rectify the error.

8.17 **Works to be constructed within Project Site**

The SSJ Contractor must ensure that the Works are constructed within the relevant boundaries of the Project Site.

8.18 **Survey**

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

- (a) for its review under clause 14.11 a Survey Plan for the Project Works or the relevant Portion that:
 - (i) has regard to the setback requirements in the Building Code of Australia;
 - (ii) has regard to any stratum lots whether above or below ground;
 - (iii) has regard to the survey control requirements of any relevant Rail Transport Agency;
 - (iv) shows the location of all Monuments, and their relation to horizontal and vertical boundaries;
 - (v) shows all internal title boundaries;
 - (vi) shows all easements; and
 - (vii) shows the location of the Project Works and all Utility Services; and
- (b) a Survey Certificate which complies with all Law addressed to the Principal and signed by a land surveyor registered under the *Surveying and Spatial Information Act 2002* (NSW) stating that:
 - (i) the whole of the Project Works or the Portion has been constructed within the relevant boundaries of the Project Site stipulated in this Contract, except only for parts of the Project Works or Portion specifically required by this Contract to be outside those boundaries;
 - (ii) the elements of the Project Works or the Portion are in the positions and within the tolerances required by Law and this Contract;
 - (iii) the survey information included in the configuration materials provided pursuant to the MRs complies with the requirements of this Contract; and
 - (iv) any other matter identified by the Principal's Representative, complies with the requirements of this Contract.

8.19 **Principal not in Control**

The SSJ Contractor and Principal acknowledge that nothing in this Contract including the right to inspect pursuant to clause 8.14 or any audit by the Principal or the Principal's Representative at any time will be construed to mean or imply that:

- (a) the Principal has any management or control over the SSJ Contractor's Activities or the Construction Site or Extra Land; or
- (b) the Principal has any responsibility for any act or omission by the SSJ Contractor or its Subcontractors or agents including compliance or non-compliance with any relevant Laws, Authority Approvals or this Contract.

8.20 Track Possessions and Temporary Shutdowns

- (a) Schedule E2 identifies the available Track Possessions and Temporary Shutdowns (with power isolations).
- (b) The Principal will liaise with any relevant Rail Transport Agency to procure for the benefit of the SSJ Contractor the Track Possessions and Temporary Shutdowns as set out in Schedule E2.
- (c) The SSJ Contractor must:
 - (i) coordinate the SSJ Contractor's Activities with the calendar of available Track Possessions and Temporary Shutdowns and make proper allowances in all programs for the calendar of available Track Possessions and Temporary Shutdowns; and
 - (ii) set out in each version of the SSJ Contractor Program the Track Possessions and Temporary Shutdowns that it proposes to utilise in carrying out the Project Works.
- (d) The SSJ Contractor acknowledges that it will not have exclusive access to any Track the subject of a Track Possession and Temporary Shutdown and must:
 - (i) without limiting clauses 3.2 or 3.3 coordinate its activities with whoever else is sharing the relevant Track Possession or Temporary Shutdown; and
 - (ii) allow any relevant Rail Transport Agency and Other Contractors to pass through any track the subject of the relevant Track Possession or Temporary Shutdown.
- (e) If the SSJ Contractor requires a Track Possession or power isolation in addition to the Track Possessions identified in clause 8.20(a) for the performance of the SSJ Contractor's Activities (**Additional Track Possession or Power Isolation**) and requires the Principal to liaise with the relevant Rail Transport Agency in this regard, it must provide no less than:
 - (i) 52 weeks prior written notice in respect of each Additional Track Possession or Power Isolation that falls on a weekend; or
 - (ii) 26 weeks prior written notice in respect of each Additional Track Possession or Power Isolation that falls on a weeknight or which requires a power isolation only,

and identify whether a power isolation is required during the requested Additional Track Possession or Power Isolation.

- (f) Following receipt of a request for an Additional Track Possession or Power Isolation under clause 8.20(d), the Principal may assist the SSJ Contractor to obtain the requested Additional Track Possession or Power Isolation, but is under no obligation to do so and in no way guarantees that the requested Additional Track Possession or Power Isolation will be granted by any relevant Rail Transport Agency.
- (g) If an Additional Track Possession or Power Isolation is granted by a Rail Transport Agency, the SSJ Contractor must:
 - (i) make the necessary arrangements for the Additional Track Possession or Power Isolation in accordance with the MRs; and
 - (ii) pay the Principal within 20 Business Days after the relevant Additional Track Possession or Power Isolation the relevant amount (in respect of each Additional Track Possession or Power Isolation) set out in the table in Part 3 of the Site Access Schedule.
- (h) The SSJ Contractor must effectively and efficiently utilise each Track Possession and Temporary Shutdown.
- (i) The SSJ Contractor acknowledges and agrees that:
 - (i) the Principal or any relevant Rail Transport Agency may alter or cancel any Track Possession, Temporary Shutdown, power isolation or Additional Track Possession or Power Isolation at any time; and
 - (ii) its only remedy for:
 - (A) any failure by the Principal to procure a Track Possession, Temporary Shutdown or power isolation referred to in clause 8.20(a); or
 - (B) cancellation of Additional Track Possession or Power Isolation once it has been obtained,

is set out in clauses 5 and 15.6.

9. COMPLIANCE

9.1 Quality of Work

- (a) The SSJ Contractor must in carrying out the SSJ Contractor's Activities use the materials and standard of workmanship required by this Contract, and otherwise comply with this Contract in the execution of the SSJ Contractor's Activities.
- (b) In the absence of any other requirement, the SSJ Contractor must use suitable new materials and ensure that all workmanship and materials are fit for their intended purpose.

9.2 Management Requirements

The SSJ Contractor must comply with the requirements of the MRs.

9.3 Environmental Management

The SSJ Contractor must:

- (a) hold and maintain an environmental management system which complies with the requirements of the MRs for so long as any SSJ Contractor's Activities are carried out;
- (b) as part of the Contract Management Plan, document, implement and maintain a project-specific Construction Environmental Management Plan for the management of environmental matters in accordance with the MRs;
- (c) carry out the SSJ Contractor's Activities in accordance with the Construction Environmental Management Plan;
- (d) supervise Subcontractor's activities and ensure that they are complying with all relevant Law, Authority Approvals and MRs in relation to environmental management on the Construction Site and Extra Land; and
- (e) use, and be able to demonstrate the use of, ecologically sustainable development principles in the design and construction of the Project Works, Temporary Works and all other SSJ Contractor's Activities.

9.4 **Health and Safety Management**

The SSJ Contractor must:

- (a) hold and maintain a health and safety management system for so long as any SSJ Contractor's Activities are carried out that complies with the WHS Guidelines and the MRs;
- (b) as part of the Contract Management Plan, develop, document and implement a contract specific Project Health and Safety Management Plan (including safe work method statements) in accordance with the WHS Guidelines and MRs;
- (c) carry out the SSJ Contractor's Activities in accordance with the Project Health and Safety Management Plan and safe work method statements;
- (d) create a safe working environment for ensuring the safety of all authorised personnel on the Construction Site and Extra Land and that no unauthorised individual gains access to the Construction Site; and
- (e) supervise any Subcontractor's activities and ensure that they are complying with all relevant Law, Authority Approvals and the MRs in relation to the WHS management on the Construction Site and Extra Land.

9.5 **Safety**

- (a) The SSJ Contractor must ensure that the SSJ Contractor's Activities are carried out:
 - (i) safely and in a manner that does not put the health and safety of persons at risk; and
 - (ii) in a manner that protects property.
- (b) If the Principal's Representative reasonably considers there is a risk to the health and safety of people or damage to property arising from the SSJ Contractor's Activities:

- (i) the Principal's Representative may direct the SSJ Contractor to change its manner of working or to cease working; and
 - (ii) the SSJ Contractor must, at its cost, comply with any direction by the Principal's Representative under clause 9.5(a)(i).
- (c) The SSJ Contractor must:
- (i) ensure that in carrying out the SSJ Contractor's Activities:
 - (A) it complies with all Law, including the WHS Law, RSNL, HVNL and other requirements of this Contract for work health, safety, rail safety and rehabilitation management (including, but not limited to, those requirements set out in the WHS Guidelines);
 - (B) the SSJ Contractor, all Subcontractors, contractors or consultants engaged by the SSJ Contractor must comply with the requirements referred to in this clause 9.5 and their respective obligations under the WHS Legislation and RSNL; and
 - (C) it complies with its obligations under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a health and safety duty in relation to the same matter;
 - (ii) notify the Principal's Representative immediately (and in the event within 12 hours of such matter arising) of all work health, safety, rail safety, chain of responsibility and rehabilitation matters arising out of, or in any way in connection with, the SSJ Contractor's Activities, unless otherwise directed by the Principal;
 - (iii) institute systems to obtain regular written assurances from all Subcontractors about their ongoing compliance with the WHS Legislation including the due diligence obligation contained therein;
 - (iv) provide the Principal's Representative with the written assurances obtained pursuant to clause 9.5(c)(i), together with written assurance(s) from the SSJ Contractor about the SSJ Contractor's ongoing compliance with the WHS Legislation;
 - (v) provide the Principal's Representative with a written report at each meeting in accordance with clause 14.5, on all work health, safety and rehabilitation matters (including matters concerning or arising out of, or in any way in connection with, this clause 9.5), or any other relevant matters as the Principal's Representative may require from time to time, including a summary of the SSJ Contractor's compliance with the WHS Legislation;
 - (vi) consult, cooperate and coordinate with all Other Contractors and the Principal to ensure that all parties are able to comply with their respective obligations under the WHS Legislation;
 - (vii) exercise a duty of the utmost good faith to the Principal in carrying out the Project Works to enable the Principal to discharge the Principal's duties under the WHS Legislation;
 - (viii) ensure that it does not do anything or fail to do anything that would cause the Principal to be in breach of the WHS Legislation; and

- (ix) ensure its Subcontracts include provisions equivalent to the obligations of this clause 9.5 .
- (d) Without limiting clause 22.12 the Principal may take any action necessary to protect or to prevent or minimise risks to, the Project Works, the Environment, other property or the health or safety of people.
- (e) If the action taken by the Principal under clause 9.5(d) is action which the SSJ Contractor was required to take under this Contract but did not take, the amount of any penalty, fine, damage, expense, cost (including any reasonable legal fees), Loss or liability that the Principal suffers or incurs arising out of or in any way in connection with:
 - (i) taking the action contemplated in this clause 9.5(d); or
 - (ii) the SSJ Contractor's failure to take that action,
 will, except to the extent prohibited by Law, be a debt due from the SSJ Contractor to the Principal.
- (f) The SSJ Contractor:
 - (i) warrants that it is accredited under the WHS Accreditation Scheme;
 - (ii) must comply with all the requirements of, and maintain accreditation under, the WHS Accreditation Scheme while "building work" (as defined in section 5 of the *Fair Work (Building Industry) Act 2012* (Cth)) is carried out; and
 - (iii) must ensure that all Subcontracts with Subcontractors carrying out work or providing services on the Construction Site impose obligations on those Subcontractors that enable the SSJ Contractor to comply with its obligations under this clause 9.5(f).
- (g) Without limiting the SSJ Contractor's obligations under any other clause of this Contract, insofar as the SSJ Contractor, in carrying out the SSJ Contractor's Activities, is:
 - (i) a person conducting a business or undertaking that designs plant, substances or structures to whom section 22 of the *Work Health and Safety Act 2011* (NSW) applies;
 - (ii) a person conducting a business or undertaking that manufactures plant, substances or structures to whom section 23 of the *Work Health and Safety Act 2011* (NSW) applies;
 - (iii) a person conducting a business or undertaking that imports plant, substances or structures to whom section 24 of the *Work Health and Safety Act 2011* (NSW) applies;
 - (iv) a person conducting a business or undertaking that supplies plant, substances or structures to whom section 25 of the *Work Health and Safety Act 2011* (NSW) applies; or
 - (v) a person conducting a business or undertaking that installs, constructs or commissions plant or structures to whom section 26 of the *Work Health and Safety Act 2011* (NSW) applies,

the SSJ Contractor must comply with the applicable obligations under the WHS Legislation.

- (h) Without limiting the SSJ Contractor's obligations under any other clause of this Contract, the SSJ Contractor must:
 - (i) ensure that, if any Law, including in the State or Territory in which the Project Works are situated or the Project Works are carried out (as the case may be), require that:
 - (A) a person:
 - (aa) be authorised or licensed (in accordance with the WHS Legislation) to carry out any work at that workplace, that person is so authorised or licensed, and complies with any conditions of such authorisation or licence; and/or
 - (bb) has prescribed qualifications or experience or, if not, is to be supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised; or
 - (B) a workplace, plant or substance (or design), or work (or class of work) be authorised or licensed, that workplace, plant or substance, or work is so authorised or licensed;
 - (ii) not direct or allow a person to carry out or use plant or substance at a workplace unless the requirements of subparagraph (i) are met (including any requirement to be authorised, licensed, qualified or supervised); and
 - (iii) if requested by the Principal's Representative or required by the WHS Legislation, produce evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety (as the case may be) to the satisfaction of the Principal's Representative before the SSJ Contractor or Subcontractor (as the case may be) commences such work.

9.6 Rail Safety

- (a) Without limiting any other clause in the Contract, the SSJ Contractor must comply with the Rail Safety National Law.
- (b) The SSJ Contractor must ensure that it does not do anything or fail to do anything that would cause the Principal to be in breach of the Rail Safety National Law and Rail Safety Regulations.
- (c) The SSJ Contractor acknowledges that:
 - (i) the SSJ Contractor's Activities and the Project Works are being undertaken for the purpose of constructing a railway;
 - (ii) the Principal holds Accreditation under the Rail Safety National Law as a Rail Infrastructure Manager; and
 - (iii) to the extent that the SSJ Contractor's Activities comprise Railway Operations, for the purposes of the Rail Safety National Law it carries out

those SSJ Contractor's Activities for and on behalf of the Principal's Accreditation.

- (d) In carrying out any part of the SSJ Contractor's Activities which require Accreditation as a Rail Infrastructure Manager, the SSJ Contractor must:
 - (i) comply with all conditions of the Principal's Accreditation as a Rail Infrastructure Manager and the Principal's Safety Management System;
 - (ii) not do anything or fail to do anything that may cause the Principal to breach its obligations under the Rail Safety National Law;
 - (iii) carry out the SSJ Contractor's Activities so as not to put the Principal in breach of its obligations as a Rail Infrastructure Manager under the Rail Safety National Law and Rail Safety Regulations;
 - (iv) not do anything (or fail to do anything) which jeopardises the Principal's Accreditation; and
 - (v) without limiting clause 9.6(d), ensure that the SSJ Contractor's Subcontractors engaged in or in connection with the SSJ Contractor's Activities, comply with clauses 9.6(d)(i) and 9.6(d)(ii).
- (e) In carrying out any part of the SSJ Contractor's Activities which require Accreditation as a rolling stock operator, the SSJ Contractor must:
 - (i) ensure that the SSJ Contractor, or one of its Subcontractors, holds the necessary Accreditation for that part of the SSJ Contractor's Activities; and
 - (ii) comply with the conditions of that Accreditation.
- (f) Without limiting or otherwise affecting any other provision under this Contract, the SSJ Contractor must, and must ensure that its Subcontractors, comply with all obligations under the Rail Safety National Law including entering into interface agreements required by Part 3 of the Rail Safety National Law in respect of any part of the SSJ Contractor's Activities which require Accreditation as a rolling stock operator.
- (g) The SSJ Contractor must liaise and cooperate with the Principal and any other Rail Transport Operator and provide any reasonable assistance and documentation to the Principal, or any other Rail Transport Operator, as such party may require in relation to safety matters.
- (h) Without limiting clause 9.6(g), the SSJ Contractor must provide the Principal with copies of all notices, reports and other correspondence given or received by the SSJ Contractor under or in connection with the Rail Safety National Law and the Rail Safety Regulations:
 - (i) relating to the SSJ Contractor's Activities or the Project Works; or
 - (ii) which may adversely affect the ability of the SSJ Contractor to perform the SSJ Contractor's Activities,

promptly after such notices are given or received (but in any event no later than 5 Business Days after they are given or received by the SSJ Contractor).

- (i) Without limiting clause 9.6(f), the SSJ Contractor must ensure that all persons engaged by the SSJ Contractor in or in connection with the SSJ Contractor's Activities:
 - (i) are competent to carry out the work for which they are engaged for the purposes of section 52 of the Rail Safety National Law; and
 - (ii) comply with their obligations under the Rail Safety National Law (including under section 56 of the Rail Safety National Law).
- (j) The SSJ Contractor must and must ensure that its Subcontractors:
 - (i) promptly give all Investigative Authorities such access to premises and information as any Investigative Authority lawfully requests, within the time requested;
 - (ii) cooperate with and respond to any lawful requests made by any Investigative Authority, within the time requested;
 - (iii) do not hinder or delay any Investigative Authority in carrying out its duties.
- (k) Compliance by the SSJ Contractor with its obligations under this clause 9.6 does not discharge the SSJ Contractor from complying with its other obligations under the Contract and is not evidence of compliance by the SSJ Contractor with its other obligations under the Contract.
- (l) To the extent not prohibited by Law, the SSJ Contractor must indemnify the Principal against any damage, expense, Loss or liability suffered or incurred by the Principal arising out of or in any way in connection with the SSJ Contractor's failure to comply with this clause 9.6.

9.7 **Principal Contractor**

- (a) In this clause 9.7 the terms 'construction project', 'construction work', 'notifiable incident', 'place of work', 'person conducting a business or undertaking' (**PCBU**), 'principal contractor' and 'workplace' have the same meanings assigned to those terms under the WHS Legislation.
- (b) For the purpose of the WHS Legislation and the Contract, the Project Works and any Other Contractor Work is taken to be part of the same construction project.
- (c) The Principal:
 - (i) engages Laing O'Rourke Australia Construction Pty Ltd as the principal contractor in respect of the SSJ Contractor's Activities and all Other Contractor Work carried out on the Construction Site; and
 - (ii) authorises Laing O'Rourke Australia Construction Pty Ltd to have management and control over the Construction Site and of each workplace at which the SSJ Contractor's Activities and the Other Contractor Work is to be carried out and to discharge the duties of a principal contractor under the WHS Legislation.
- (d) Laing O'Rourke Australia Construction Pty Ltd:

- (i) accepts the engagement as principal contractor and agrees to discharge all the duties imposed on a principal contractor by the WHS Legislation and the Contract;
 - (ii) must exercise and fulfil all of the functions and obligations of a principal contractor under the WHS Legislation so as to:
 - (A) ensure that the responsibilities imposed on a principal contractor by the WHS Legislation are discharged; and
 - (B) enable the Principal to satisfy its obligations under the WHS Legislation in connection with the Construction Site.
- (e) Laing O'Rourke Australia Construction Pty Ltd's engagement and authorisation as principal contractor continues until the termination of the Contract unless sooner revoked by the Principal.
- (f) To the extent not prohibited by law, the SSJ Contractor must indemnify the Principal from and against all claims against the Principal, or Loss (including reasonable legal fees) suffered or incurred by the Principal, arising out of or in any way in connection with any failure of:
- (i) Laing O'Rourke Australia Construction Pty Ltd to exercise or fulfil the functions and responsibilities of a principal contractor under the WHS Legislation that Laing O'Rourke Australia Construction Pty Ltd is required to discharge in accordance with this clause 9.7; or
 - (ii) the SSJ Contractor to otherwise comply with the WHS Legislation, Rail Safety National Law, Rail Safety National Regulations, Heavy Vehicle National Law or other Law concerning work health and safety or clauses 9.4, 9.5 and 9.6.
- (b) Where the Principal is not otherwise able to validly engage Laing O'Rourke Australia Construction Pty Ltd as principal contractor pursuant to clause 9.7(c), the SSJ Contractor must exercise and fulfil the functions and obligations of the principal contractor under the WHS Legislation as if the SSJ Contractor had been validly engaged as the principal contractor under the WHS Legislation so as to ensure that the responsibilities imposed on a principal contractor by the WHS Legislation are discharged. For this purpose, the Principal authorises the SSJ Contractor to exercise such authority of the Principal as is necessary to enable the SSJ Contractor to discharge the responsibilities imposed on a principal contractor under the WHS Legislation.
- (g) Without limiting anything else in this clause 9.7, the SSJ Contractor must, in respect of any construction work carried out on all or part of the Extra Land, ensure that Laing O'Rourke Australia Construction Pty Ltd discharges the duties of a principal contractor under the WHS Legislation in respect of such construction work.
- (h) Without limiting any other provision of this Contract, the SSJ Contractor:
- (i) must discharge all the obligations under the WHS Legislation and under any plan or any other laws relating to WHS;
 - (ii) accepts that it is the PCBU:
 - (A) carrying out the construction work; and

- (B) in respect of the Project Works,
for the purposes of the WHS Legislation;
 - (iii) is responsible for all costs associated with performing the role of principal contractor;
 - (iv) must comply with any direction on safety issued by a relevant Authority;
 - (v) must immediately notify the Principal of any notifiable incident in connection with the Project Works and/or the Construction Site;
 - (vi) must provide to the Principal all notices and correspondence concerning WHS issued in connection with the Project Works within 5 Business Days after the dispatch and/or receipt of any such notice or correspondence;
 - (vii) acknowledges that it has control and management of the area of the parts of the Construction Site on which it is carrying out the SSJ Contractor's Activities;
 - (viii) must itself comply, and ensure that all subcontractors engaged by the SSJ Contractor in connection with the Project Works comply with their respective obligations under the WHS Legislation;
 - (ix) must ensure that it carries out the Project Works in a manner which ensures that the Principal satisfies its obligations under the WHS Legislation; and
 - (x) must display signs that are clearly visible from outside the place of work identifying the SSJ Contractor as the principal contractor and stating the contact telephone numbers of the SSJ Contractor (including an after hours emergency telephone number) and the location of the SSJ Contractor's main site administration facilities for the construction project.
- (i) The Principal may notify the SSJ Contractor that it has terminated Laing O'Rourke Australia Construction Pty Ltd's engagement as principal contractor and advise the SSJ Contractor of the new principal contractor for the Project Works.
 - (j) If Laing O'Rourke Australia Construction Pty Ltd's appointment and engagement as principal contractor is terminated under clause 9.7(i), then the SSJ Contractor must (and must ensure that its officers, employees, contractors, subcontractors, and agents also):
 - (i) comply with all requirements of the new principal contractor in executing the Project Works and its other obligations under this Contract so as to enable the new principal contractor to meet its obligations under the WHS Legislation; and
 - (ii) refrain from doing anything that may impede upon the new principal contractor from complying with its obligations under the WHS Legislation.

9.8 **No Relief from Obligations**

The SSJ Contractor will not be relieved from any of its liabilities or responsibilities under this Contract (including under clause 12.18 or otherwise according to law) nor will the rights of the Principal whether under this Contract or otherwise according to law be limited or otherwise affected, by:

- (a) the implementation of, and compliance with, any management system or plan by the SSJ Contractor;
- (b) compliance with the Contract Management Plan by the SSJ Contractor;
- (c) any release, authorisation, approval or agreement by the Principal's Representative, or any other person acting on behalf of the Principal or the Principal's Representative, particularly those concerning or relating to the SSJ Contractor proceeding past any hold point or witness point identified in the SWTC, the MRs or otherwise directed by the Principal's Representative;
- (d) any failure by the Principal, the Principal's Representative or any other person acting on behalf of the Principal or engaged by the Principal to detect any Defect, particularly whilst participating in any hold point or witness point procedure, including where such a failure is the result of a negligent act or omission; or
- (e) any inspections arranged by the Principal's Representative under the Contract or any related discussions between the SSJ Contractor's Representative and the Principal's Representative.

9.9 **Engineering Authorisation**

The SSJ Contractor represents and warrants that the SSJ Contractor (or an entity that comprises the SSJ Contractor) is an AEO and has obtained ASA Authorisation to carry out the Asset Lifecycle Services.

9.10 **ASA Compliance**

- (a) Without limiting or otherwise restricting clauses 9.10(b) and 9.10(c), the SSJ Contractor must:
 - (i) ensure that ASA Authorisation to carry out the Asset Lifecycle Services is held and maintained for so long as the SSJ Contractor's Activities are carried out; and
 - (ii) comply (and must ensure that its Subcontractors and all personnel for which the SSJ Contractor is responsible comply) with the conditions of the applicable ASA Authorisation.
- (b) The SSJ Contractor must (and must ensure that its Subcontractors and all personnel for which the SSJ Contractor is responsible):
 - (i) implement and comply with any ASA Requirements applicable to the Asset Lifecycle Services;
 - (ii) immediately notify the Principal's Representative in writing of any non-compliance with clauses 9.9 and 9.10;
 - (iii) cooperate fully with the ASA in the performance of the ASA's functions;
 - (iv) provide access to premises and resources as reasonably required by the ASA, including so that the ASA can effectively carry out its review, surveillance and audit functions;
 - (v) comply with the directions, instructions and requirements issued by the ASA;

- (vi) notify the ASA of any matter that could reasonably be expected to affect the exercise of the ASA's functions;
 - (vii) provide the ASA with any information relating to its activities or any documents or other things reasonably required by the ASA in the exercise of its functions; and
 - (viii) provide the Principal with such reasonable assistance as may be reasonably required by the Principal to enable the Principal to cooperate fully with the ASA and to implement and comply with ASA Requirements.
- (c) The SSJ Contractor acknowledges and agrees that it is not entitled to make (and neither the Principal nor the ASA will be liable upon) any Claim arising out of or in connection with the performance of any of its obligations under this clause 9.10.

9.11 Australian Government Requirements

- (a) The SSJ Contractor:
- (i) declares as at the date of this Contract; and
 - (ii) must ensure during the term of this Contract,
- that, in relation to the Project Works, it and its Subcontractors, consultants and each related entity:
- (iii) complies with, and acts consistently with, the Building Code;
 - (iv) meets the requirements of section 11 of the Building Code;
 - (v) is not subject to an Exclusion Sanction or a formal warning that any further failure to comply with the Building Code may result in the imposition of an Exclusion Sanction;
 - (vi) has not been the subject of an adverse decision, direction or order, or failed to comply with a decision, direction or order, made by a court or tribunal for a breach of the BCIIIP Act, a designated building law, work health and safety law, competition and consumer law or the *Migration Act 1958* (Cth) (other than a decision, direction or order that is stayed or has been revoked);
 - (vii) has not been required to pay any amount under an adjudication certificate or owed any unsatisfied judgement debts to a building contractor or building industry participant (as those terms are defined in the BCIIIP Act);
 - (viii) only uses products that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
 - (ix) unless approved by the ABC Commissioner, is not excluded from performing Building Work funded by a state or territory government; and
 - (x) will comply with any Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code.
- (b) The SSJ Contractor acknowledges and agrees that compliance with the Building Code does not relieve the SSJ Contractor from any responsibility or obligation under this Contract, or from liability for any Defect in the Project Works arising from compliance with the Building Code.

- (c) The SSJ Contractor must promptly:
 - (i) notify the ABCC of:
 - (A) any breach or suspected breach of the Building Code as soon as practicable, but no later than 2 Business Days after becoming aware of the breach or suspected breach, and advise the ABCC of the steps proposed to be taken by the SSJ Contractor to rectify the breach; and
 - (B) the steps taken to rectify any breach of the Building Code within 14 days of providing a notification under clause 9.11(c)(i)(A); and
 - (ii) give the Principal a copy of any notification given by the SSJ Contractor to the ABCC under clause 9.11(c)(i) and respond to any requests for information by the Principal concerning matters related to the Building Code so as to enable the Principal to comply with its obligations under section 28 of the Building Code.
- (d) The SSJ Contractor acknowledges the powers and functions of the ABC Commissioner and the ABCC under the BCIIP Act and the Building Code and must ensure that it (and must procure that its Subcontractors, consultants and each related entity) complies with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including requests:
 - (i) for entry under section 72 of the BCIIP Act;
 - (ii) to interview any person under section 74 of the BCIIP Act;
 - (iii) to produce records or documents under sections 74 and 77 of the BCIIP Act; and
 - (iv) for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
- (e) The SSJ Contractor must not enter into a Subcontract for any aspect of the Project Works unless:
 - (i) the Subcontractor has submitted a Declaration of Compliance, including the further information outlined in Attachment A to the Declaration of Compliance, which the SSJ Contractor agrees is substantially in the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
 - (ii) the Subcontract with the Subcontractor includes an equivalent clause to this clause 9.11.
- (f) The SSJ Contractor must provide the Commonwealth with any Subcontractor's Declaration of Compliance referred to in clause 9.11(e) promptly upon request.
- (g) The SSJ Contractor must maintain adequate records of the compliance with the Building Code by:
 - (i) the SSJ Contractor;
 - (ii) the Subcontractors;
 - (iii) the SSJ Contractor's consultants; and

- (iv) any related entity of the SSJ Contractor.
- (h) For the purposes of this clause 9.11, "related entity" has the meaning given to that term in subsection 3(2) of the Building Code.

9.12 **NSW Code of Practice**

- (a) NSW Code and NSW Guidelines
 - (i) In addition to terms defined in this document, terms used in this clause 9.12 have the same meaning as is attributed to them in the New South Wales Government's Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction (**NSW Guidelines**) (as published by the NSW Treasury in July 2013). The NSW Code and NSW Guidelines are available at www.procurepoint.nsw.gov.au.
- (b) Primary Obligation
 - (i) The SSJ Contractor must at all times comply with, and meet any obligations imposed by, the NSW Government's Code of Practice for Procurement (**NSW Code**) and NSW Guidelines.
 - (ii) The SSJ Contractor must notify the CCU and the Principal of any possible non-compliance with the NSW Code and NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.
 - (iii) Where the SSJ Contractor engages a Subcontractor, the SSJ Contractor must ensure that the contract imposes on the Subcontractor equivalent obligations to those in this clause 9.12, including that the Subcontractor must at all times comply with, and meet any obligations imposed by, the NSW Code and the NSW Guidelines.
 - (iv) The SSJ Contractor must not appoint or engage another party in relation to the Project Works where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Code or NSW Guidelines.
- (c) Access and information
 - (i) The SSJ Contractor must maintain adequate records of compliance with the NSW Code and NSW Guidelines by it, its Subcontractors and related entities.
 - (ii) The SSJ Contractor must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:
 - (A) enter and have access to sites and premises controlled by the SSJ Contractor, including but not limited to the Construction Site;
 - (B) inspect any work, material, machinery, appliance, article or facility;
 - (C) access information and documents;
 - (D) inspect and copy any record relevant to the Project Works;
 - (E) have access to personnel; and

(F) interview any person,

as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Code and NSW Guidelines, by the SSJ Contractor, its Subcontractors and related entities.

(iii) The SSJ Contractor, and its related entities, must agree to, and comply with, a request from authorised personnel (including personnel of the CCU) for the production of specified documents by a certain date, whether in person, by post or electronic means.

(d) Sanctions

(i) The SSJ Contractor warrants that at the time of entering into this Contract, neither it, nor any of its related entities, are subject to a sanction in connection with the NSW Code or NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and NSW Guidelines apply.

(ii) If the SSJ Contractor does not comply with, or fails to meet any obligation imposed by, the NSW Code or NSW Guidelines, a sanction may be imposed against it in connection with the NSW Code or NSW Guidelines.

(iii) Where a sanction is imposed:

(A) it is without prejudice to any rights that would otherwise accrue to the parties; and

(B) the State of NSW (through its agencies, Ministers and the CCU) may:

(aa) record and disclose details of non-compliance with the NSW Code or NSW Guidelines and the sanction; and

(bb) take them into account in the evaluation of future procurement processes and responses that may be submitted by the SSJ Contractor, or its related entities, in respect of work to which the NSW Code and NSW Guidelines apply.

(e) Compliance

(i) The SSJ Contractor:

(A) bears the cost of ensuring its compliance with the NSW Code and NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Guidelines; and

(B) is not entitled to make a claim for reimbursement or an extension of time from the Principal or the State of NSW for such costs.

(ii) Compliance with the NSW Code and NSW Guidelines does not relieve the SSJ Contractor from responsibility to perform the SSJ Contractor's Activities and any other obligation under the Contract, or from liability for any Defect in the Project Works or from any other legal liability, whether or not arising from its compliance with the NSW Code and NSW Guidelines.

(iii) Where a change in the Contract or the Project Works is proposed, and that change may, or may be likely to, affect compliance with the NSW Code and

NSW Guidelines, the SSJ Contractor must immediately notify the Principal (or nominee) of the change, or likely change and specify:

- (A) the circumstances of the proposed change;
- (B) the extent to which compliance with the NSW Code and NSW Guidelines will be, or is likely to be, affected by the change; and
- (C) what steps the SSJ Contractor proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to a Workplace Relations Management Plan or Project Health and Safety Management Plan),

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

9.13 TfNSW's Statement of Business Ethics

- (a) The SSJ Contractor must at all times comply with TfNSW's Statement of Business Ethics, a copy of which is available at www.transport.nsw.gov.au.
- (b) Prior to the engagement of any Subcontractor by the SSJ Contractor, the SSJ Contractor must obtain a written acknowledgement from such Subcontractor that it has received, read, understood and will comply with TfNSW's Statement of Business Ethics.

9.14 Independent Advisers

- (a) Independent Safety Advisor
 - (i) Until and including the date of expiry of the final Defects Correction Period, the Principal will engage an Independent Safety Advisor to perform Independent Safety Assessments.
 - (ii) The SSJ Contractor acknowledges that:
 - (A) the Independent Safety Advisor may take into account any reasonable comments made by the Principal in relation to the Independent Safety Assessment or any material prepared or produced in connection with an Independent Safety Assessment; and
 - (B) any material prepared or produced in connection with an Independent Safety Assessment will be provided to the Principal promptly after the relevant material is prepared or produced.
- (b) Independent Estimator
 - (i) Until and including the date of expiry of the final Defects Correction Period, the Principal will engage an Independent Estimator to provide advice, as and when requested by the Principal, in respect of:
 - (A) determining if the Target Cost Offer represents value for money; and
 - (B) any adjustments to the Target Cost in order to determine if such adjustments offer value for money.

- (c) Financial Auditor
 - (i) The Principal will until the date of expiry of the final Defects Correction Period, engage a Financial Auditor to provide a quarterly report to the Principal's Representative in which the Financial Auditor provides the following:
 - (A) undertake financial assessments of the SSJ Contractor;
 - (B) certify that payments have been made to Subcontractors in accordance with requirements of the Contract;
 - (C) reconcile the Project Bank Account statements; and
 - (D) undertake sample audits, using a risk-based approach, of the costs claimed as reimbursable by the SSJ Contractor to confirm if were correctly incurred and are actual costs exclusive of margins, design and preliminaries related costs.
 - (ii) The report provided under clause 9.14(c)(i) will be provided to the Principal's Representative.
- (d) The SSJ Contractor acknowledges that:
 - (i) the Independent Estimator and the Financial Auditor will require full access to all accounts, subcontracts and financial information for the Contract;
 - (ii) it will cooperate in facilitating any functions of the Independent Estimator and the Financial Auditor including by making available all necessary accounts, subcontracts and financial information to the Principal's Representative, the Independent Estimator and the Financial Auditor to enable an audit to be conducted; and
 - (iii) the Principal is under no obligation to proceed on the basis of the advice and reports provided by the Independent Safety Advisor, the Independent Estimator or the Financial Auditor under this clause 9.14.

9.15 Asset Management Information

- (a) The SSJ Contractor must prepare and submit Asset Management Information for the relevant Portion in accordance with the requirements of Appendix B12 of the SWTC.
- (b) All Asset Management Information must comply with the requirements of this Contract including the SWTC.
- (c) The Principal and the SSJ Contractor acknowledge and agree that the Independent Certifier must, within 15 Business Days of the submission of the Asset Management Information for a Portion, either:
 - (i) reject the Asset Management Information for a failure to comply with the requirements of this Contract, which rejection must specify what development, updating and amendment of the Asset Management Information (together with reasons) and a time within which this must occur; or
 - (ii) certify the Asset Management Information by:

- (A) including a notation on the Asset Management Information; and
 - (B) providing to the Principal's Representative, the SSJ Contractor and, if required by the Principal's Representative or the Operator, a document signed by the Independent Certifier in the form in Schedule B15.
- (d) If the Asset Management Information for a Portion are rejected by the Independent Certifier, the SSJ Contractor must update and resubmit the Asset Management Information and clause 9.15(c) will re-apply except that the reference to "15 Business Days" will be deemed to be a reference to the IC Design Re-Review Period.
- (e) The SSJ Contractor acknowledges and agrees that:
- (i) the Principal's Representative and the Independent Certifier may (but are not obliged to) make comments to the SSJ Contractor; and
 - (ii) the Principal's Representative may (but is not obliged to) make comments (with a copy to the SSJ Contractor) to the Independent Certifier,
- in respect of any Asset Management Information submitted under clause 9.15(a) or clause 9.15(d).
- (f) The Principal's Representative may:
- (i) provide copies of any Asset Management Information to; and
 - (ii) seek comments in respect of any Asset Management Information from, any Interface Contractor.
- (g) The Principal's Representative owes no duty to the SSJ Contractor to review any Asset Management Information submitted by the SSJ Contractor for errors, omissions or compliance with this Contract.
- (h) No review of, comments upon or rejection of any Asset Management Information by the Principal's Representative or the Independent Certifier, nor any other Direction by the Principal's Representative in respect of any Asset Management Information, will lessen or otherwise affect:
- (i) the SSJ Contractor's liabilities or responsibilities under this Contract or otherwise according to Law; or
 - (ii) the Principal's rights against the SSJ Contractor, whether under this Contract or otherwise according to Law.
- (i) It is a condition precedent to Completion of each Portion that the Independent Certifier has certified the Final Version of the Asset Management Information in accordance with clause 9.15(c)(ii) for the relevant Portion.

10. DESIGN, DESIGN DOCUMENTATION AND COST PLANNING

10.1 Design Work (Signalling)

- (a) The SSJ Contractor acknowledges and agrees that:

- (i) prior to the date of this Contract the Principal:
 - (A) entered into the Design Work (Signalling) Contract so that certain Design Work (Signalling) can commence prior to the date of this Contract and to assist the SSJ Contractor achieve Completion of each Portion by the Date for Construction Completion for each Portion; and
 - (B) may have directed the Signalling Designer to commence performance of all or part of the Design Work (Signalling);
 - (ii) the Design Work (Signalling) forms part of the SSJ Contractor's Activities; and
 - (iii) subject to the terms of the Design Work (Signalling) Contract Deed of Novation, the SSJ Contractor will bear the risk of and responsibility for the Design Work (Signalling) as if it had been party to the Design Work (Signalling) Contract from the date of its execution.
- (b) Within 20 Business Days of the date of this Contract:
- (i) the SSJ Contractor must enter into a deed of novation substantially in the form of Schedule A23 in respect of the Design Work (Signalling) Contract; and
 - (ii) the Principal will execute, and procure that the Signalling Designer executes, a deed of novation in the same form that is executed by the SSJ Contractor.
- (c) Subject to the terms of the Design Work (Signalling) Contract Deed of Novation, the novation of the Design Work (Signalling) Contract will not in any way:
- (i) relieve the SSJ Contractor from its obligations and liabilities under this Contract;
 - (ii) limit or otherwise affect any warranty provided by the SSJ Contractor under this Contract;
 - (iii) limit or otherwise affect the Principal's rights against the SSJ Contractor (including those arising out of any warranties given under this Contract); or
 - (iv) entitle the SSJ Contractor to make any Claim,
- whether under this Contract or otherwise according to any Law.

10.2 Design obligations

The SSJ Contractor must design the Project Works and the Temporary Works in accordance with:

- (a) the SWTC;
- (b) any Change:
 - (i) directed by the Principal by a Change Order; or
 - (ii) otherwise approved by the Principal under the terms of this Contract; and
- (c) the other requirements of this Contract.

10.3 Warranties

- (a) The SSJ Contractor warrants to the Principal that:
 - (i) it has checked, examined, analysed and carefully considered the SWTC and Environmental Documents and that:
 - (A) it has satisfied itself as to the completeness, correctness, accuracy, appropriateness, suitability and adequacy of the SWTC;
 - (B) it has satisfied itself that there are no omissions, ambiguities, discrepancies or inconsistencies in or between the SWTC and Environmental Documents;
 - (C) the SWTC is proper, adequate and fit for its intended purpose including for the purpose of enabling the SSJ Contractor to carry out the SSJ Contractor's Activities in accordance with, and to ensure that the Project Works and the Temporary Works comply with, this Contract including the other warranties in this clause 10.3;
 - (D) it will be fully and exclusively responsible and liable for the design of the Project Works and the Temporary Works (including the Design Documentation), including any submitted or re-submitted to the Independent Certifier or the Principal's Representative in accordance with this Contract;
 - (E) it will be fully and exclusively responsible and liable for all risks howsoever they may arise as a result of the use by the SSJ Contractor of, or reliance upon, the SWTC; and
 - (F) the use of, or reliance upon, the SWTC does not affect any of its obligations under this Contract or entitle the SSJ Contractor to make any Claim against the Principal arising out of or in any way in connection with the SWTC;
 - (ii) the Design Documentation will:
 - (A) satisfy the requirements of the SWTC and the other requirements of this Contract;
 - (B) be and will remain at all relevant times fit for its intended purpose; and
 - (C) be prepared, certified, verified, completed and used in accordance with the requirements of this Contract;
 - (iii) construction will be carried out in accordance with the Design Documentation which the SSJ Contractor is entitled to use for construction purposes in accordance with clause 10.10(a);
 - (iv) construction carried out in accordance with the Design Documentation which the SSJ Contractor is entitled to use in accordance with clause 10.10 will satisfy the requirements of this Contract; and
 - (v) each Portion (both individually and in combination with any earlier completed Portions) and the Project Works as a whole, will:

- (A) be completed in accordance with, and satisfy the requirements of, this Contract;
 - (B) upon Construction Completion, be fit for their intended purposes; and
 - (C) thereafter be capable of remaining at all relevant times fit for their intended purposes.
- (b) The SSJ Contractor agrees that its obligations under, and the warranties given in, clauses 10.2 and 10.3 will remain unaffected and that it will bear and continue to bear full liability and responsibility for the design (including the Design Documentation), construction, commissioning, testing and completion of the Project Works and the Temporary Works notwithstanding:
- (i) any design work carried out by others prior to the date of this Contract and incorporated in this Contract;
 - (ii) any revisions to the SWTC that reflect changes made in accordance with this Contract during the Target Cost Development Phase;
 - (iii) any Change the subject of a direction by the Principal's Representative; or
 - (iv) the termination (for any reason) of this Contract.

10.4 **Preparation and submission of Design Documentation**

The SSJ Contractor must:

- (a) prepare the Design Documentation in the following three Design Stages:
 - (i) Design Stage 1;
 - (ii) Design Stage 2; and
 - (iii) Design Stage 3,
 or as otherwise contemplated by the Design Management Plan;
- (b) submit all Design Documentation (not including Design Documentation to the extent that it relates solely to Temporary Works) to the Independent Certifier and the Principal's Representative:
 - (i) in accordance with the Design Management Plan;
 - (ii) in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the Independent Certifier a reasonable opportunity to review the submitted Design Documentation; and
 - (iii) in accordance with the requirements of the SWTC;
- (c) submit all Third Party Agreement Design Documentation to the required recipients under any relevant Third Party Agreement at the same time that the SSJ Contractor submits such Design Documentation to the Principal's Representative and the Independent Certifier under this Contract;
- (d) within 5 Business Days of a request by the Principal's Representative or the Independent Certifier, provide the Principal's Representative or the Independent

Certifier with any Design Documentation to the extent it relates solely to Temporary Works; and

- (e) ensure the Design Stage 3 Design Documentation submitted is of a level of detail which is sufficient to permit the Independent Certifier and the Principal's Representative to determine whether:
 - (i) the Design Documentation complies with this Contract; and
 - (ii) the Project Works and Temporary Works which will be constructed in accordance with the Design Documentation will comply with this Contract.

10.5 **Third Party Works**

Design Documentation that:

- (a) must be provided under or in connection with any Third Party Agreement must comply with the requirements of the relevant Third Party Agreement; and
- (b) relates to the WAD Road Works must, where required by the WAD, be accompanied by a certificate from the WAD Proof Engineer in the form contained in Schedule 6 of the WAD.

10.6 **Certification of Design Documentation**

- (a) All Design Documentation submitted pursuant to clause 10.4 for Design Stage 1 and Design Stage 2 must be accompanied by a certificate in the form of Schedule B1 from the SSJ Contractor certifying that the Design Documentation complies with all requirements of this Contract including the SWTC.
- (b) All Design Documentation submitted pursuant to clause 10.4 for Design Stage 3 must be accompanied by a certificate in the form of Schedule B2:
 - (i) from the SSJ Contractor certifying that the Design Documentation:
 - (A) complies with all requirements of this Contract including the SWTC; and
 - (B) is suitable for construction; and
 - (ii) from each Designer that prepared the Design Documentation certifying that the Design Documentation complies with all requirements of this Contract including the SWTC.

10.7 **Explanation of Design Documentation**

The SSJ Contractor must, whenever it submits Design Documentation for Design Stage 1, Design Stage 2 or Design Stage 3 pursuant to clause 10.4:

- (a) deliver a design presentation workshop within 5 Business Days of its submission; and
- (b) if required by the Principal's Representative or the Independent Certifier, make available the appropriate design personnel to:
 - (i) explain the Design Documentation; and

- (ii) provide such information regarding the Design Documentation as the Principal's Representative or the Independent Certifier reasonably requests.

10.8 **Review of Design Documentation**

- (a) **(Principal's Representative review):** The Principal's Representative may (but is not obliged to), within 15 Business Days of the date on which any Design Documentation for any Design Stage is submitted to it in accordance with clause 10.4, review the Design Documentation and notify the Independent Certifier in writing (with a copy to the SSJ Contractor) of any non-compliances or potential non-compliances in respect of the Design Documentation.
- (b) **(Independent Certifier review):** The Independent Certifier must, within the IC Design Review Period:
 - (i) review the Design Documentation and, in so doing, must consider any non-compliances or potential non-compliances raised by the Principal's Representative under clause 10.8(a) or by any Authorities (including Sydney Trains and RMS);
 - (ii) in respect of Design Stage 1 or Design Stage 2, notify the SSJ Contractor of any actual non-compliance with the requirements of this Contract (with detailed reasons). The Independent Certifier may also notify the SSJ Contractor of any potential non-compliance with the requirements of this Contract (with detailed reasons) or any other observation or comment which the Independent Certifier has on the Design Documentation; and
 - (iii) in respect of Design Stage 3, determine whether or not the Design Documentation complies with the requirements of this Contract and either:
 - (A) reject the Design Documentation (with detailed reasons) if the Independent Certifier considers that the Design Documentation:
 - (aa) does not comply with the requirements of this Contract (Minor Non-Compliances excepted); or
 - (bb) is not sufficiently complete to enable the Independent Certifier to form a view on whether it is compliant; or
 - (B) if the Independent Certifier considers that the Design Documentation complies with the requirements of this Contract, certify the Design Documentation by:
 - (aa) including a notation on each document forming part of the Design Documentation;
 - (bb) providing to the Principal's Representative and the SSJ Contractor and, if required by the Principal's Representative, the Operator, a certificate in the form of Schedule B9;
 - (cc) where the Design Documentation relates to Sydney Trains Interface Works, providing to the Principal's Representative and the SSJ Contractor a certificate in the form of Schedule 5 of the Sydney Trains Transition Agreement; and

- (dd) where the Design Documentation relates to WAD Works, providing to the Principal's Representative and the SSJ Contractor a certificate in the form of Schedule 3 of the WAD;
- (c) **(Principal's Direction):** The Principal's Representative may at any time (including after the Independent Certifier has certified the Design Documentation pursuant to clause 10.8(b)(iii)(B) or 10.8(g)(ii)(A)) direct the SSJ Contractor to make amendments to the Design Documentation which the Principal considers to be required to ensure the Design Documentation complies with this Contract and, if it does so, clause 10.8(h)(iii) will apply.
- (d) **(Temporary Works):** The Independent Certifier is not required to certify any Design Documentation for Temporary Works.
- (e) **(Non-compliance of Stage 1 or Stage 2 Design Documentation):** If the Independent Certifier notifies the SSJ Contractor under clause 10.8(b)(ii) that any Design Stage 1 or Design Stage 2 Documentation contains an actual non-compliance with the requirements of this Contract, the SSJ Contractor:
- (i) must, at the same time or within 20 Business Days after receiving such notice, give the Independent Certifier (with a copy to the Principal's Representative) a written response which explains how the SSJ Contractor will address the non-compliance in sufficient detail to satisfy the Independent Certifier that compliance will be achieved in the Design Stage 3 Design Documentation;
 - (ii) must, prior to submitting Design Stage 3 Design Documentation that relates to a Design Stage 2 Documentation actual non-compliance, give the Independent Certifier (with a copy to the Principal's Representative) a written statement which explains how the non-compliance has been addressed; and
 - (iii) is not obliged to respond to any comments received from the Independent Certifier regarding any potential non-compliance with the requirements of this Contract or any other observation or comment which the Independent Certifier has on the Design Documentation which does not concern an actual non-compliance.
- (f) **(Rejection of Design Documentation):** If any Design Documentation is rejected by the Independent Certifier under clause 10.8(b)(iii)(A), the SSJ Contractor must:
- (i) promptly amend the relevant non-compliant element of the Design Documentation and re-submit it in accordance with clause 10.4, in which case the process in this clause 10.8 will be reapplied to the amended element of the Design Documentation;
 - (ii) provide the Principal's Representative with a notice requesting a Change of the requirements of this Contract with which the Independent Certifier has stated that the Design Documentation is non-compliant, setting out any applicable details required by clause 11.4 (and such notice will be deemed to be a notice given under clause 11.4); or
 - (iii) provide the Principal's Representative and the Independent Certifier with a notice setting out any matters in relation to which it disagrees with the Independent Certifier's opinion, together with its reasons for doing so,

but the SSJ Contractor may commence or continue construction of those elements of the Design Documentation that the Independent Certifier has not identified as being non-compliant with this Contract.

(g) **(Response by Principal or Independent Certifier):** If the SSJ Contractor gives a notice under:

(i) clause 10.8(f)(ii), the Principal's Representative may approve or reject the requested Change in accordance with clause 11.5(d)(i) and:

(A) if the Principal's Representative approves the requested Change, the process in clause 10.8(b) will reapply as if the relevant non-compliant element of the Design Documentation had been resubmitted to the Independent Certifier; or

(B) if the Principal's Representative rejects the request, clause 10.8(h)(i) will apply; or

(ii) clause 10.8(f)(iii), the Independent Certifier must, within 10 Business Days after receipt of the notice determine, and notify the parties as to, whether or not the notice satisfactorily addresses the Independent Certifier's concerns together with its reasons for forming that opinion and:

(A) if the Independent Certifier considers that the SSJ Contractor's notice satisfactorily addresses the Independent Certifier's concerns, the Independent Certifier must provide the certification under clause 10.8(b)(iii)(B) as part of its notice; or

(B) if the Independent Certifier considers that the notice does not satisfactorily address the Independent Certifier's concerns, clause 10.8(h)(ii) will apply.

(h) **(Resubmission of Design Documentation):** If:

(i) the Principal's Representative rejects the SSJ Contractor's request under clause 10.8(f)(ii);

(ii) the Independent Certifier notifies the parties under clause 10.8(g)(ii)(B) that it does not consider that the SSJ Contractor's notice satisfactorily addresses the Independent Certifier's concerns; or

(iii) any Design Documentation is the subject of a direction by the Principal's Representative under clause 10.8(c),

then:

(iv) the SSJ Contractor must promptly amend the relevant non-compliant element of the Design Documentation and re-submit the relevant element in accordance with clause 10.4; and

(v) the process in this clause 10.8 will be reapplied to the amended element of the Design Documentation.

(i) **(Changes):** If the SSJ Contractor considers that any Design Documentation which is the subject of a direction by the Principal's Representative under clause 10.8(c) constitutes or involves a Change, the SSJ Contractor must, if it wishes to make a

Claim in relation to the matter, give a notice and submit a claim in accordance with, and otherwise comply with, clause 11.

- (j) **(Minor Non-Compliances):** If the certificate provided by the Independent Certifier pursuant to clause 10.8(b)(iii)(B)(bb) lists any Minor Non-Compliances:
 - (i) the Independent Certifier may, in the certificate, recommend the action that could be taken by the SSJ Contractor to address the Minor Non-Compliance; and
 - (ii) the SSJ Contractor must complete the recommended action, or take any other action the SSJ Contractor deems reasonable in the circumstances to correct the Minor Non-Compliance to the extent required for the Design Documentation to comply with this Contract, within the timeframe (if any) specified by the Independent Certifier and, in any event, as a pre-condition to Construction Completion of each relevant Portion.

- (k) **(Independent Certifier response to Principal):** The Independent Certifier must, within 5 Business Days after:
 - (i) providing a notice to the SSJ Contractor under clause 10.8(b)(ii) in respect of Design Stage 1 or Design Stage 2 Design Documentation, to the extent that the Independent Certifier did not include in its notice to the SSJ Contractor any comments received from the Principal's Representative under clause 10.8(a), provide the Principal's Representative with detailed written reasons of why it did not include such comments;
 - (ii) rejecting Design Stage 3 Design Documentation under clause 10.8(b)(iii)(A), to the extent that the Independent Certifier did not include in its notice to the SSJ Contractor any comments received from the Principal's Representative under clause 10.8(a) regarding non-compliances in the SSJ Contractor's Design Stage 3 Design Documentation, provide the Principal's Representative with detailed written reasons of why it did not include such comments; and
 - (iii) certifying Design Stage 3 Design Documentation under clause 10.8(b)(iii)(B), to the extent that the Independent Certifier received comments from the Principal's Representative under clause 10.8(a) regarding non-compliances in the SSJ Contractor's Design Stage 3 Design Documentation, provide the Principal's Representative with detailed written reasons of why it certified the Design Stage 3 Design Documentation despite the comments received from the Principal's Representative.

- (l) **(Configuration Control Board):** Where any Design Stage 3 Design Documentation:
 - (i) comprises a design package which the Contract requires the Principal to submit to the Configuration Control Board;
 - (ii) such Design Documentation has been submitted for the review of the Independent Certifier under clause 10.8(b); and
 - (iii) the Independent Certifier gives the SSJ Contractor the notice referred to in clause 10.8(b)(iii)(B) in respect of that Design Documentation,

the Principal will use reasonable endeavours to obtain a Configuration Change Acceptance Notice (where relevant) for the relevant design package from the Configuration Control Board.

- (m) **(Configuration Change Acceptance Notice):** Where:
- (i) the Design Documentation for the relevant SSJ Contractor's design package to which clause 10.8(l) applies, complies with the requirements of this Contract;
 - (ii) the Configuration Change Acceptance Notice (where relevant) for that design package is not issued within 10 Business Days after the commencement of the Principal's obligation under clause 10.8(l) to use reasonable endeavours to obtain the Configuration Change Notice; and
 - (iii) as a result, the SSJ Contractor is actually or will be delayed in achieving Construction Completion,

the SSJ Contractor may make a claim for an extension of time under clause 15.8. The SSJ Contractor will not in any event be entitled to make any claim for █

█ regardless of whether it is granted an extension of time.

- (n) The Principal's obligations under clause 10.8(l) do not:
- (i) create any liability for the Principal in respect of the content of the Design Documentation; or
 - (ii) relieve the SSJ Contractor of its obligations in this Contract in respect of the Design Documentation.

10.9 **Interface Contractors**

The SSJ Contractor acknowledges and agrees that the Principal's Representative and the Independent Certifier may, in respect of Design Documentation submitted by the SSJ Contractor at Design Stage 1, Design Stage 2 or Design Stage 3:

- (a) provide copies of such Design Documentation to; and
- (b) seek comments from and take into account the views of,

the tenderers for any Interface Works or any operation and maintenance services, any Interface Contractor, the Operator and any Authority (including Sydney Trains and RMS).

10.10 **Design Documentation for construction**

- (a) Subject to clauses 10.8(d), 10.10(c) and 10.10(d), unless otherwise approved in writing by the Principal's Representative, the SSJ Contractor must only use for construction purposes any Design Documentation unless it has been:
 - (i) submitted to the Principal's Representative and the Independent Certifier under clause 10.4;

- (ii) certified in accordance with clause 10.6(b) (which certifications must be provided in respect of any relevant categories of Temporary Works to the extent required by clause 10.6(b)); and
 - (iii) certified by the Independent Certifier under clauses 10.8(b)(iii)(B) or 10.8(g)(ii)(A).
- (b) The SSJ Contractor must give the Principal's Representative one electronic copy, of:
- (i) all Design Documentation which, pursuant to clause 10.10(a), the SSJ Contractor is entitled to use for construction purposes, in accordance with the requirements of the SWTC; and
 - (ii) surveys and work as executed Design Documentation in accordance with the requirements of the SWTC.
- (c) If the Independent Certifier does not, in respect of Design Stage 3 Design Documentation that is not Third Party Agreement Design Documentation, either certify or reject the Design Documentation within the IC Design Review Period referred to in clause 10.8(b), the SSJ Contractor may use the Design Documentation for construction purposes at the SSJ Contractor's own risk.
- (d) If the SSJ Contractor exercises its right under clause 10.10(c) and the Independent Certifier subsequently rejects the Design Documentation, then (unless otherwise approved in writing by the Principal):
- (i) the SSJ Contractor must immediately cease any construction being carried out in accordance with the relevant non-compliant element of the Design Documentation, but the SSJ Contractor may commence or continue construction in accordance with any element of the Design Documentation that the Independent Certifier has not identified as being non-compliant with this Contract; and
 - (ii) clauses 10.8(e) to 10.8(h) will apply in relation to the non-compliant element of the Design Documentation.

10.11 Amendments to Final Design Documentation

- (a) Subject to clause 11, if the SSJ Contractor wishes to amend Final Design Documentation prior to the Date of Construction Completion of a Portion to which the Final Design Documentation relates:
- (i) the SSJ Contractor must submit the amended Design Documentation to the Principal's Representative and the Independent Certifier together with:
 - (A) the certifications referred to in clause 10.6(b); and
 - (B) an explanation as to why it is seeking to amend the Final Design Documentation; and
 - (ii) clause 10.8 will apply as if the Design Documentation is Design Stage 3 Design Documentation.
- (b) The SSJ Contractor may, at its own risk, use the amended Final Design Documentation submitted in accordance with clause 10.11(a) for construction

purposes prior to certification by the Independent Certifier under clause 10.8(b)(iii)(B) if, and only if, the amendment to the Final Design Documentation:

- (i) is minor;
- (ii) does not adversely impact the Project Works or the Temporary Works; and
- (iii) is necessary to overcome an issue which:
 - (A) prevents or adversely affects the SSJ Contractor proceeding with construction; and
 - (B) has arisen or become evident since the Final Design Documentation was submitted to the Independent Certifier.
- (c) If the SSJ Contractor exercises its right under clause 10.11(a) and the Independent Certifier subsequently rejects the amended Final Design Documentation in accordance with clause 10.8(b)(iii)(B), then (unless otherwise approved in writing by the Principal's Representative):
 - (i) the SSJ Contractor must immediately cease any construction being carried out in accordance with the relevant non-compliant element of the amended Final Design Documentation, but the SSJ Contractor may commence or continue construction in accordance with any element of the amended Final Design Documentation that the Independent Certifier has not identified as being non-compliant with this Contract; and
 - (ii) clause 10.8(e) to 10.8(h) will reapply in relation to the non-compliant element of the amended Final Design Documentation.
- (d) The SSJ Contractor must submit any amended Final Design Documentation which is Third Party Agreement Design Documentation to the required recipients under any relevant Third Party Agreement at the same time that the SSJ Contractor submits such amended Final Design Documentation to the Principal's Representative and the Independent Certifier under clause 10.11(a)(i).

10.12 **No duty to review**

The Principal and the SSJ Contractor acknowledge and agree that:

- (a) neither the Principal nor the Principal's Representative assume a duty or owe any duty to the SSJ Contractor to review the Design Documentation for errors, omissions or compliance with the requirements of this Contract or to consult with the SSJ Contractor or make any comments regarding any Design Documentation; and
- (b) neither:
 - (i) any review or rejection of, or consultation or comments by the Principal, the Principal's Representative or the Independent Certifier, nor any failure by the Principal, the Principal's Representative or the Independent Certifier regarding, any Design Documentation or any other Direction by the Principal's Representative in respect of any Design Documentation; nor
 - (ii) the certification of any Design Documentation by the Independent Certifier under clause 10.8(b)(iii)(B),

will lessen or otherwise affect:

- (iii) the SSJ Contractor's warranties under clause 10.3 or any other of its liabilities or responsibilities under this Contract or otherwise according to Law; or
- (iv) the Principal's rights against the SSJ Contractor, whether under this Contract or otherwise according to Law.

10.13 Ownership of documentation

- (a) Documents (including Design Documentation) supplied by or on behalf of the SSJ Contractor will be the Principal's property.
- (b) The SSJ Contractor (irrevocably for all time and despite any termination of this Contract for any reason):

- (i) to the fullest extent permitted by law, assigns to the Principal all of the SSJ Contractor's right, title and interest in the Intellectual Property Rights in or relating to:

- (A) the Design Documentation; and
- (B) the materials, documents, images, photographs and software relevant to the SSJ Contractor's Activities (other than processes and methods of working),

(collectively called the **Contract Documentation and Materials**) prepared or created by the SSJ Contractor for or in connection with the SSJ Contractor's Activities or the Project Works, which assignment is effective immediately from the time it is prepared or created; and

- (ii) in respect of all other Intellectual Property Rights in or relating to:

- (A) the Contract Documentation and Materials; and
- (B) the Temporary Works and the processes and methods of working relevant to the SSJ Contractor's Activities (collectively called the **Contract Processes**),

grants to the Principal an irrevocable, royalty free, perpetual and fully assignable licence to use (and to sublicense others to use) the same for:

- (C) the purposes of completing the construction, commissioning and testing of, using, operating, duplicating, extending, maintaining, upgrading, altering or otherwise dealing with the whole or any part of the SSJ Contractor's Activities or the Project Works and the Temporary Works;
- (D) any purpose associated with further development of the Construction Site; and
- (E) any other purpose connected with transport projects in New South Wales,

which licence is effective immediately and will survive termination of this Contract on any basis.

- (c) The SSJ Contractor:
- (i) warrants that the Principal's use of the Contract Documentation and Materials, or any other work provided by the SSJ Contractor under this Contract, will not infringe any author's moral rights under the *Copyright Act 1968* (Cth) or similar legislation in any jurisdiction; and
 - (ii) must indemnify the Principal against any claims against, or costs, expenses, losses or damages suffered or incurred by the Principal arising out of, or in any way in connection with, any actual or alleged infringement of any author's moral rights under the *Copyright Act 1968* (Cth) or similar legislation in any jurisdiction in connection with the Project Works, the Temporary Works, the SSJ Contractor's Activities or the Contract Documentation and Materials.
- (d) For the purposes of clause 10.13(c), the Principal's use of the Contract Documentation and Material includes the Principal's right to reproduce, publish, copy, adapt, communicate to the public, materially distort, destroy, mutilate or in any way change the Contract Documentation or Material or part of the Project Works or Temporary Works to which the Contract Documentation or Material or any other work provided by the SSJ Contractor under this Contract relates:
- (i) with or without attribution of authorship;
 - (ii) in any medium; and
 - (iii) in any context and in any way it sees fit.
- (e) The SSJ Contractor agrees to, and agrees to procure the cooperation of any third parties to, execute such further documents and do such further things (including assisting in relation to any litigation commenced by or brought against the Principal or its licensees, assignees or successors and their licensees, or any other person authorised by it) as reasonably requested by the Principal to:
- (i) give full effect to the provisions of this Contract; and
 - (ii) allow or assist the Principal (and its licensees, assignees and successors and their licensees, and any other person authorised by it) to obtain, perfect, assert, enforce or defend its (or their) interest in, rights and consents to the assigned or licensed Intellectual Property Rights (as the case may be) or any adaptation of it (or any part of the assigned or licensed Intellectual Property Rights (as the case may be) or of any such adaptation); or
 - (iii) prevent or obtain other remedies from others infringing any of those rights, interests and consents anywhere in the world.
- (f) The SSJ Contractor irrevocably appoints the Principal as its attorney to execute any document and do any act or thing which may be necessary to comply with the provisions of this clause 10.8 if the SSJ Contractor fails to execute the document or do the relevant act or thing within 5 Business Days of a written request by the Principal's Representative.
- (g) The Principal grants to the SSJ Contractor a royalty free licence for the duration of this Contract to use, only for the purpose of executing the SSJ Contractor's Activities, the Principal's Intellectual Property Rights in respect of which the Principal has absolute title under clause 10.13(b)(i).

- (h) The SSJ Contractor warrants that:
- (i) the:
 - (A) assignment to the Principal and any use of the Intellectual Property Rights assigned under this clause 10.13; and
 - (B) use of the Intellectual Property Rights licensed under this clause 10.13 pursuant to the terms of this Contract,

does not and will not infringe the Intellectual Property Rights of any party;
 - (ii) were it not for the assignments effected by this Contract, the SSJ Contractor would be the absolute and unencumbered legal and beneficial owner of the Intellectual Property Rights referred to in clause 10.13(b)(i); and
 - (iii) the SSJ Contractor is either:
 - (A) the absolute and unencumbered legal and beneficial owner of the Intellectual Property Rights referred to in clause 10.13(b)(i); or
 - (B) able to grant the licence granted in clause 10.13(b)(ii).
- (i) Without limiting clause 10.13(h), where any action or claim for infringement or alleged infringement of any Intellectual Property Rights results in the use or enjoyment by the Principal or its licensees, assignees or successors or their licensees, or other person authorised by it, of the Contract Documentation and Materials, the Contract Processes, the SSJ Contractor's Activities or the Project Works or any part of them, being disrupted, impaired or adversely affected, the SSJ Contractor must at its own expense and at the Principal's option:
- (i) procure for the benefit of the Principal and its licensees, assignees and successors and their licensees and any other person authorised by it the right to continue to use and exploit the Intellectual Property Rights assigned or licensed pursuant to this clause 10.13, in accordance with this Contract; or
 - (ii) modify or replace the Contract Documentation and Materials, the Contract Processes, the SSJ Contractor's Activities or the Project Works or relevant part of them, in respect of which Intellectual Property Rights are assigned or licensed pursuant to this clause 10.13, so that no further infringement will occur and so that the modified or replaced Contract Documentation and Materials, the Contract Processes, the SSJ Contractor's Activities or the Project Works or relevant part of them in respect of which Intellectual Property Rights are assigned or licensed pursuant to this clause 10.13 will:
 - (A) comply with the requirements of this Contract; and
 - (B) not limit or otherwise affect the Principal's rights, or the SSJ Contractor's ability to comply with its obligations, under this Contract or otherwise according to Law.
- (j) The SSJ Contractor indemnifies, and agrees to keep indemnified, the Principal from and against any claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with:

- (i) a breach by the SSJ Contractor of any warranty set out in this clause 10.13; or
- (ii) any actual or alleged infringement of an Intellectual Property Right in connection with the Contract Documentation and Materials, the Contract Processes, the SSJ Contractor's Activities or the Project Works or any part of them.

(k) The SSJ Contractor:

- (i) acknowledges that the Principal may provide the Operator or any Interface Contractor with copies of any documents (including Design Documentation) provided to the Principal or the Independent Certifier by or on behalf of the SSJ Contractor in any way in connection with this Contract, the Project Works, the Temporary Works or the SSJ Contractor's Activities; and
- (ii) must, upon request by the Principal's Representative, provide to the Principal's Representative copies of any Contract Documentation or Materials that the Operator or any Interface Contractor may reasonably require.

10.14 Delivery up of Design Documentation

If this Contract is terminated whether pursuant to clause 19 or otherwise at Law:

(a) the SSJ Contractor must:

- (i) subject to clause 10.14(b), immediately deliver the original and all sets and copies of all Design Documentation (whether complete or not and including any Design Documentation stored electronically) then in existence to the Principal; and
- (ii) provide such details, memoranda, explanations, documentation and other assistance as the Principal reasonably requires in relation to the Design Documentation; and

(b) the SSJ Contractor and each Subcontractor may retain a copy of all such Design Documentation.

10.15 Design Life

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

- (i) ensure the cost of the design is in accordance with the Cost Plan;
 - (ii) ensure that the cost of construction of the design is in accordance with the Cost Plan; and
 - (iii) advise the Principal's Representative how the design should or can be modified to ensure that the cost of the design and construction is in accordance with the Cost Plan; and
- (c) without limiting paragraph (a), institute a system of cost control and, together with the Principal's Representative, review and, where approved by the Principal's Representative, amend the Cost Plan to take account of any item affecting or likely to affect any component of the Cost Plan, and advise the Principal's Representative as to the alternative steps available where:
- (i) the design costs incurred under any Design Agreement during the Delivery Phase exceed (or appear likely to exceed) the amount allowed for that particular Design Agreement in the Cost Plan; or
 - (ii) the tenders for any part of the Reimbursable Work exceed the amount included for that work in the Cost Plan; or
 - (iii) the Reimbursable Costs incurred under any Approved Subcontract Agreement exceed (or appear likely to exceed) the amount allowed for that particular Approved Subcontract Agreement in the Cost Plan; or
 - (iv) the Reimbursable Costs incurred in respect of Self-Performed Reimbursable Work exceed (or appear likely to exceed) the amount allowed for that particular Self-Performed Reimbursable Work in the Cost Plan.

11. CHANGES

11.1 Proposed Changes

- (a) At any time prior to the Date of Construction Completion of the Project Works or the last Portion to reach Construction Completion (but without limiting clauses 12.18 and 18.16), the Principal's Representative may issue a document titled "Change Proposal Request" (**Change Proposal Request**) to the SSJ Contractor, which will set out details of a proposed Change that the Principal is considering.
- (b) The SSJ Contractor must immediately take all action required under the relevant Subcontract in relation to each Subcontractor that would be involved in carrying out the proposed Change.
- (c) Within 10 Business Days of the receipt of a "Change Proposal Request", or at such other time as is approved by the Principal's Representative, the SSJ Contractor must provide the Principal's Representative with a written notice in which the SSJ Contractor sets out:
 - (i) any proposed [REDACTED] to carry out the proposed Change; and
 - (ii) the effect (if any) that the carrying out of the proposed Change will have on the SSJ Contractor's Program, including the achievement of each Date for Construction Completion.

- (d) The Principal will not be obliged to proceed with any proposed Change that is the subject of a "Change Proposal Request".

11.2 Change Orders

- (a) Whether or not the Principal's Representative has issued a "Change Proposal Request" under clause 11.1, the Principal's Representative may at any time prior to the Date of Construction Completion of the Project Works or the last Portion to reach Construction Completion (but without limiting clauses 12.18 and 18.16) direct the SSJ Contractor to carry out a Change by issuing a written document titled "Change Order" (**Change Order**), in which the Principal's Representative will state one of the following:
 - (i) the proposed [REDACTED] as set out in the SSJ Contractor's notice under clause 11.1 (if any) are agreed and will be made; or
 - (ii) the proposed [REDACTED] as set out in the SSJ Contractor's notice under clause 7.5(a) (if any) are agreed and will be made; or
 - (iii) any [REDACTED] will be determined under clause 5.
- (b) There is no limitation on the power of the Principal's Representative to direct a Change, and no Change or direction to carry out a Change will invalidate this Contract.
- (c) The SSJ Contractor must comply with a "Change Order" irrespective of:
 - (i) the nature, extent or value of the work the subject of the Change;
 - (ii) the location or timing (including the impact on any Date for Construction Completion) of the work involved in the Change; or
 - (iii) any Dispute related to the Change.
- (d) The SSJ Contractor's entitlement (if any) to an extension of time arising out of or in connection with a Change will be dealt with under clause 15.

11.3 Omissions

If a Change the subject of a direction by the Principal's Representative requires the omission or deletion of any part of the Project Works:

- (a) the Principal may thereafter either perform this work itself or employ or engage any other person or persons to carry out and complete the omitted or deleted work;
- (b) the Principal will not be liable upon any Claim by the SSJ Contractor arising out of or in any way in connection with any work being omitted or deleted from the SSJ

Contractor's Activities whether or not the Principal thereafter performs this work itself or employs or engages any other person or persons to carry out and complete the omitted or deleted work; and

- (c) the adjustment to the amounts payable to the SSJ Contractor under the Contract arising from the work that has been omitted or deleted will be valued in accordance with clause 5.

11.4 SSJ Contractor's entitlements

This clause 11 is an exhaustive code of the SSJ Contractor's rights in any way in connection with any Change. The SSJ Contractor waives all rights at Law to make any Claim against the Principal in any way in connection with any of the matters set out in this clause 11 otherwise than in accordance with the terms of this Contract.

11.5 SSJ Contractor may propose Change

- (a) The Principal and the SSJ Contractor acknowledge that:
 - (i) the project delivery method chosen is intended, among other things, to allow the SSJ Contractor to identify:
 - (A) Changes which may enhance the quality of the SSJ Contractor's Activities; and
 - (B) Changes which may permit project cost savings while maintaining or enhancing the quality of the SSJ Contractor's Activities; and
 - (ii) it is their intention that any cost savings should benefit the Principal and the SSJ Contractor equally.
- (b) The SSJ Contractor may propose a Change by giving written notice to the Principal's Representative with details of the proposed Change.
- (c) On receiving a notice under clause 11.5(b), the Principal's Representative may give written notice to the SSJ Contractor requiring it to give the Principal's Representative:
 - (i) details of:
 - (A) the proposed Change in addition to those provided in accordance with clause 11.5(b);
 - (B) the reason for the proposed Change;
 - (C) the effect of the proposed Change on the SSJ Contractor's Activities;
 - (D) the effect of the proposed Change on the Program and the Dates for Construction Completion of the Portions; and
 - (E) the cost effect of assessing and carrying out the proposed Change, including:
 - (aa) any proposed [REDACTED]

- (B) associated with providing details under clause 11.5(c);
 - (C) reasonably incurred by the Principal (or the Principal's Representative), any Interface Contractor or any Operator in assessing the proposed Change (such costs (including the costs of any Interface Contractor or any Operator) to be a debt due from the SSJ Contractor to the Principal); and
- (ii) unless otherwise agreed and except as provided for in clause 11.5(g):
- (A) where a proposed Change is approved by the Principal's Representative, bear all costs associated with assessing and carrying out the proposed Change; and
 - (B) not be entitled to make any Claim against the Principal arising out of or in connection with the Change.

12. REIMBURSABLE WORK AND PROVISIONAL SUM WORK

12.1 Restrictions on Reimbursable Work

- (a) Subject to clause 12.14, Reimbursable Work must, unless otherwise agreed by the Principal's Representative in writing, be performed by Subcontractors under Approved Subcontract Agreements which will be made between the SSJ Contractor and Subcontractors in accordance with the procedure in this clause 12.
- (b) The SSJ Contractor must not include any of the work which forms part of the Preliminaries in the scope of any part of the Reimbursable Work or in any Subcontract Proposal.
- (c) The SSJ Contractor must not enter into any Subcontract with a Prohibited Subcontractor.
- (d) The SSJ Contractor must ensure that all Subcontract Tender Documentation is prepared and all tender processes for Reimbursable Work are conducted:
 - (i) on terms which maximise Value for Money for the Principal; and
 - (ii) with the highest standards of probity, fairness and equal opportunity and in accordance with the Tendering Probity Plan.

12.2 Subcontract Proposal

The SSJ Contractor must:

- (a) advise the Principal and the Principal's Representative on (and obtain the consent of the Principal's Representative to) how the Reimbursable Work should be divided into packages for the purposes of facilitating the calling of tenders for Subcontractors;
- (b) before inviting tenders for the performance of Reimbursable Work valued at or above:
 - (i) ██████████ in relation to the supply of items by a Subcontractor; or
 - (ii) ██████████ in relation to all other Reimbursable Work by a Subcontractor,

issue a document titled "Subcontract Proposal" to the Principal's Representative for approval which will set out particulars of:

- (iii) the part of the Reimbursable Work to be the subject of the tender;
- (iv) the amount included for this work in the Cost Plan;
- (v) how the SSJ Contractor will ascertain the tender list for the part of the Reimbursable Work to be the subject of the tender, including:
 - (A) if an expression of interest process is to be used - details of the criteria (with weightings) for the assessment of each expression of interest; or
 - (B) if an expression of interest process is not to be used - details of, and justification for the manner in which the tender list will be established;
- (vi) how the SSJ Contractor will select the preferred Tenderer including details of the evaluation criteria (with weightings) for the assessment of tenders;
- (vii) the method of delivery for the work;
- (viii) the proposed conditions of Subcontract which the SSJ Contractor proposes to use to enter into the Subcontract; and
- (ix) the proposed date for calling of tenders and for tender responses;
- (c) subject to paragraph (d), for the purposes of paragraph (b)(v), if the tender list is to be ascertained by an expression of interest process, do all things necessary to carry out the expression of interest process including:
 - (i) preparing and arranging advertising;
 - (ii) preparing and distributing briefing documents;
 - (iii) evaluating responses from prospective Tenderers; and
 - (iv) making a recommendation to the Principal's Representative for the purposes of clause 12.4;
- (d) obtain the prior written approval of the Principal's Representative to all advertisements and briefing documents prior to requesting expressions of interest or invitations to tender; and
- (e) pay for all advertising (local, State, Territory and national) in respect of all expressions of interest or invitations to tender. The SSJ Contractor will not be entitled to payment or reimbursement of any such costs by the Principal (whether as Reimbursable Costs or otherwise).

12.3 Subcontract Tender Documentation

After the Principal's Representative has approved the Subcontract Proposal, the SSJ Contractor must:

- (a) prepare the Subcontract Tender Documentation and submit a copy of it to the Principal's Representative for approval at least 21 days before tenders are to be invited; and
- (b) subsequently amend the Subcontract Tender Documentation as required by the Principal's Representative.

12.4 **Tendering**

The SSJ Contractor must:

- (a) subject to clause 12.4(c)(ii), recommend to the Principal's Representative at least three persons which in the SSJ Contractor's opinion are suitable for inclusion in the tender list for the part of the Reimbursable Work to be subcontracted;
- (b) subject to clause 12.4(c)(ii), subsequently finalise the tender list in consultation with the Principal's Representative who may (in the Principal's Representative's absolute discretion, without the necessity to give reasons) remove or add any person from or to the tender list subject to the SSJ Contractor not making a reasonable objection to any person which the Principal's Representative may remove from or add to the tender list;
- (c) call tenders from:
 - (i) subject to clause 12.4(c)(ii), the persons in the tender list finalised with the Principal's Representative; or
 - (ii) for the persons, activities or items listed as trade packages in Schedule A1 - the relevant persons, service providers or suppliers listed in Schedule A1 only,in sufficient time to avoid delays or disruption to the progress of the Project Works; and
- (d) if so requested by the Principal's Representative, promptly provide a copy of each tender to the Principal's Representative.

12.5 **Consideration of Tenders**

The SSJ Contractor must:

- (a) examine and analyse all tenders received;
- (b) recommend to the Principal's Representative which Tenderer, if any, should be accepted by the SSJ Contractor (which recommendation will be deemed to include a warranty by the SSJ Contractor that the recommended Tenderer has the necessary suitability, reliability, expertise and financial standing to execute the work being subcontracted, that the SSJ Contractor knows of no reason why that Tenderer's tender should not be accepted and that the Tenderer's tender will provide Value for Money for the Principal); and
- (c) submit together with any such recommendation:
 - (i) an evaluation report detailing the SSJ Contractor's assessment of tenders against the evaluation criteria;

- (ii) the work to be covered and executed under the proposed Subcontract contained in the Subcontract Tender Documentation approved by the Principal's Representative under clause 12.3;
- (iii) the time for commencement and completion of that work and confirmation that these times are in accordance with the SSJ Contractor's Program;
- (iv) the proposed subcontract price (including any amount allowed for contingency) and the amounts tendered by other Tenderers;
- (v) any proposed amendments to the Subcontract contained in the Subcontract Tender Documentation approved by the Principal's Representative under clause 12.3;
- (vi) the proposed Tenderer's contact details;
- (vii) if any Law in the State or Territory in which the Project Works are situated requires that a person be registered or licensed to carry out that part of the work, evidence to the satisfaction of the Principal's Representative that the proposed Tenderer is so registered or licensed; and
- (viii) any other details which may be required by the Principal's Representative.

12.6 **Post Tender Negotiations**

If required by the Principal's Representative, the SSJ Contractor must conduct post-tender negotiations with the Tenderers, which must, if the Principal's Representative so requires, be held in the presence of the Principal's Representative.

12.7 **Subcontracts**

- (a) The Principal's Representative will consider the recommended Tenderer and (in its absolute discretion) may approve or disapprove the SSJ Contractor's recommendation.
- (b) If the Principal's Representative approves the SSJ Contractor's recommended Tenderer, the SSJ Contractor must promptly enter into an agreement with the approved Tenderer on the basis of:
 - (i) the Subcontract contained in the Subcontract Tender Documentation approved by the Principal's Representative under clause 12.3 with only such amendments as the Principal's Representative may have approved in writing; and
 - (ii) the subcontract price approved by the Principal's Representative.
- (c) The SSJ Contractor must:
 - (i) ensure that any agreement entered into by the SSJ Contractor pursuant to clause 12.7(b) or clause 12.18(a)(iii) and the DSI Contract do not contain any provisions that may in any way hinder (or potentially hinder) the exercising of the Principal's rights under clauses 22.20 or 22.4(b);
 - (ii) if required by the Principal's Representative, provide the Principal's Representative with a copy of the executed Subcontract, together with all documentation relevant to that agreement;

- (iii) ensure that each Subcontractor executes a Confidentiality Undertaking in the form of Schedule B7 and provides this to the Principal's Representative within 7 days of the engagement of that Subcontractor;
- (iv) where a Subcontractor is to carry out Design Work or other professional services, unless not required by the Principal's Representative, procure that Subcontractor to execute a deed in the form of Schedule A12 and provide this to the Principal's Representative within 7 days of the engagement of that Subcontractor; and
- (v) procure that each Subcontractor:
 - (A) engaged under a Subcontract that has an initial subcontract price equal to or greater than the amount specified in Schedule A1; or
 - (B) in respect of the categories of work set out in Schedule A1 (regardless of subcontract price),

executes a deed in the form of Schedule A8 and provides this to the Principal's Representative within 7 days of being engaged by the SSJ Contractor.
- (d) The SSJ Contractor must in respect of all Subcontracts in which it holds retention money from the Subcontractor, comply with all requirements under the *Building and Construction Industry Security of Payment Amendment (Retention Money Trust Account) Regulation 2015* (NSW).
- (e) Without limiting clause 12.7(b)(i), the SSJ Contractor must ensure that each Subcontract contains provisions which bind the Subcontractor to participate in any novation required by the Principal under clause 19.5(a)(iv)(A) at no cost to the Principal.
- (f) The SSJ Contractor must not cause, instruct, permit, request or consent to:
 - (i) a variation or amendment to the Subcontract or the work under the Subcontract other than a Permitted Variation;
 - (ii) any increase in the amount payable to the Subcontractor under, or for the performance of, the Subcontract works other than the cost of Permitted Variations or in response to a Subcontract Adjustment Event; or
 - (iii) the termination of any Subcontract without the prior written approval of the Principal's Representative, which approval will not be unreasonably withheld.
- (g) For the purpose of clause 12.7(f), a 'Subcontract Adjustment Event' means an adjustment event under a Subcontract which corresponds with:
 - (i) a Design Fee (Delivery Phase) Element Adjustment Event;
 - (ii) a Management Fee (Delivery Phase) Adjustment Event;
 - (iii) a Preliminaries Fee (Delivery Phase) Adjustment Event;
 - (iv) a Reimbursable Cost Element Adjustment Event; or

- (v) any other adjustment event under an Approved Subcontract Agreement or Design Agreement or as otherwise approved by the Principal's Representative.

12.8 **Procedure on Disapproval**

If the Principal's Representative disapproves the SSJ Contractor's recommended Tenderer and the Principal's Representative directs the SSJ Contractor to accept the tender of another Tenderer, the SSJ Contractor must:

- (a) promptly enter into an agreement with the approved Tenderer on the basis of:
 - (i) the Subcontract contained in the Subcontract Tender Documentation approved by the Principal's Representative under clause 12.3 with only such amendments as the Principal's Representative may have approved in writing; and
 - (ii) the subcontract price approved by the Principal's Representative; and
- (b) if required by the Principal's Representative, provide the Principal's Representative with a copy of the executed Subcontract including the Design Documentation relevant to that agreement.

12.9 **Subcontractor Warranties**

- (a) As a condition precedent to Construction Completion of a Portion, the SSJ Contractor must procure and provide the Principal with the warranties described in Schedule A5 or elsewhere in this Contract:
 - (i) from the relevant Subcontractor undertaking or supplying the work or item the subject of the warranty;
 - (ii) in favour of, and directly enforceable by, the Principal, the Operator and any other entity nominated by the Principal's Representative from time to time against the relevant Subcontractor; and
 - (iii) in the form set out in Schedule A6.
- (b) No warranty from a Subcontractor will be construed in any way to modify or limit any of the rights, powers or remedies of the Principal against the SSJ Contractor whether under the Contract or otherwise.
- (c) If the SSJ Contractor is unable to or fails for any reason to provide any warranty from a Subcontractor required by this Contract:
 - (i) the SSJ Contractor is deemed to have provided the Subcontractor warranty itself on like terms and to have satisfied clause 12.9(a);
 - (ii) the Principal will be entitled to elect to take an assignment of all the right, title and interest in the SSJ Contractor's rights against the Subcontractor in relation to the SSJ Contractor's Activities; and

- (iii) for the purpose of paragraph 12.9(c)(ii), the SSJ Contractor irrevocably appoints the Principal as its lawful attorney to execute any instrument necessary to give effect to the assignment where the SSJ Contractor fails to execute the instrument within 5 Business Days of a written request by the Principal to do so.
- (d) No assignment under this clause will be construed in any way to modify or limit any of the rights, powers or remedies of the Principal against the SSJ Contractor whether under the Contract or otherwise.

12.10 **Coordination of Subcontractors**

The SSJ Contractor must during the Delivery Phase:

- (a) administer, supervise, inspect, coordinate and control the work of all Subcontractors engaged by it;
- (b) provide and direct all necessary personnel to administer, supervise, inspect, coordinate and control each Approved Subcontract Agreement and Design Agreement and all Subcontractors engaged by it;
- (c) appoint a duly qualified person to exercise the functions of the SSJ Contractor's Representative under each Design Agreement and Approved Subcontract Agreement and otherwise ensure each Design Agreement and Approved Subcontract Agreement is administered in accordance with:
 - (i) the terms of the Design Agreement or Approved Subcontract Agreement (as applicable); and
 - (ii) the directions of the Principal's Representative; and
- (d) at all times coordinate the SSJ Contractor's Activities and ensure execution and completion of the Approved Subcontract Agreements in a proper and workmanlike manner according to:
 - (i) the Design Documentation which the SSJ Contractor is entitled to use for construction purposes under clause 14.11(k); and
 - (ii) the obligations of the respective Subcontractors.

12.11 **Disputes with Subcontractors**

If the SSJ Contractor has a dispute with a Subcontractor in respect of any aspect of the SSJ Contractor's Activities and either the SSJ Contractor or the Subcontractor pursues any court action, arbitration or adjudication application under the SOP Act, then:

- (a) the SSJ Contractor will be responsible for carriage of the dispute, provided it must:
 - (i) keep the Principal's Representative fully informed of all aspects of the dispute; and
 - (ii) act in accordance with the reasonable instructions of the Principal's Representative (including in respect of lodging any appeals against any decisions made in respect of the dispute);
- (b) subject to the Principal's Representative prior written approval (which may be given or withheld at the Principal's Representative's absolute discretion), any

external legal, expert or consultants costs incurred by the SSJ Contractor arising out of the defence of any court action, arbitration or adjudication will form part of the Reimbursable Costs; and

- (c) the SSJ Contractor's own internal costs of administering the court action, arbitration or adjudication application will not form part of the Reimbursable Costs.

12.12 **Responsibility for Subcontractors**

- (a) The SSJ Contractor will:

- (i) not be relieved from any of its liabilities or obligations under the Contract; and
- (ii) remain responsible for all Subcontractors and for all work which is or may be subcontracted as if it was itself executing the work, whether or not any Subcontractors default or otherwise fail to observe or comply with the requirements of the relevant Subcontract,

despite:

- (iii) subcontracting any part of the Preliminaries, Design Work or the Reimbursable Work;
 - (iv) any comments upon, consent to or review, approval or disapproval of:
 - (A) a Subcontract Proposal under clause 12.2; or
 - (B) a tenderer recommended by the SSJ Contractor under clause 12.5(b),by the Principal or the Principal's Representative;
 - (v) the Principal listing the persons from whom tenders are to be obtained under clause 12.4(c)(ii) for the trade packages listed in Schedule A1;
 - (vi) any direction by the Principal's Representative under clause 12.7 to accept the tender of a tenderer other than that recommended by the SSJ Contractor; or
 - (vii) any other act or omission of the Principal or the Principal's Representative in connection with the subcontracting of any part of the Preliminaries, Design Work or the Reimbursable Work.
- (b) Subject to clause 12.13 but otherwise without limitation, if the SSJ Contractor terminates a Design Agreement during the Delivery Phase or an Approved Subcontract Agreement, the SSJ Contractor must:
 - (i) complete the work the subject of the terminated Design Agreement or Approved Subcontract Agreement; and
 - (ii) bear the extra costs incurred by the SSJ Contractor in completing this work, and such costs will not form part of the Design Fee or Reimbursable Costs (as applicable).

12.13 **Subcontractor Insolvency**

Where an Insolvency Event occurs in relation to a Subcontractor, the SSJ Contractor must:

- (a) promptly notify the Principal's Representative of this fact; and
- (b) if the SSJ Contractor terminates the Approved Subcontract Agreement:
 - (i) promptly notify the Principal's Representative of this; and
 - (ii) engage another person as Subcontractor in accordance with this clause 12 to complete the work the subject of the terminated Approved Subcontract Agreement.

12.14 Reimbursable Work by SSJ Contractor or Related Body Corporate

- (a) The SSJ Contractor must not commence any part of the Self-Performed Reimbursable Work until written approval is received from the Principal Representative.
- (b) Prior to receiving approval from the Principal Representative pursuant to clause 12.14(a) the SSJ Contractor must provide to the Principal's Representative the following particulars in writing:
 - (i) a detailed scope of the proposed work to be undertaken as Self-Performed Reimbursable Work;
 - (ii) a detailed methodology addressing the following:
 - (A) a description of the resource methodology that will be used to undertake the proposed works;
 - (B) details of how the SSJ Contractor will ensure that the quality of the proposed works complies with the Contract and ensure compliance with ASA Requirements;
 - (C) a statement as to how the SSJ Contractor will ensure the proposed works are carried out in an efficient manner; and
 - (D) a description of the information and particulars the SSJ Contractor will provide to the Principal's Representative supporting any Payment Claim made by the SSJ Contractor for carrying out the proposed works;
 - (iii) the fixed price or (where rates are agreed to apply to the work) estimate (including contingency) for the proposed works broken down into sufficient detail and reconciled against the Cost Plan including details of the applicable rate or rates from the Schedule of Rates or if there are no applicable rate or rates, explaining why the rates in the Schedule of Rates do not apply and providing details of its proposed rate (which must be exclusive of any margin for overheads or profit);
 - (iv) the Self-Performed Margin for the proposed works;
 - (v) the cash flow for the proposed works;

- (vi) the time for commencement and completion of the proposed works and confirmation that these times are in accordance with the then current SSJ Contractor's Program;
 - (vii) the proposed project team to undertake the proposed works including all construction workers, managerial and technical personnel;
 - (viii) the number of resources (man power) and the anticipated total hours to carry out the proposed works onsite and offsite;
 - (ix) the cost of any materials and equipment the SSJ Contractor intends to purchase as part of the Self-Performed Reimbursable Work for use in the proposed works; and
 - (x) the type and number of Construction Plant and the anticipated total hours/days the Construction Plant will be used to carry out the proposed works.
- (c) If required by the Principal's Representative the SSJ Contractor must provide further particulars prior to the Principal's Representative giving approval for the proposed works to commence.
- (d) In carrying out the Self-Performed Reimbursable Work the SSJ Contractor must:
- (i) carry out the Self-Performed Reimbursable Work in an efficient manner;
 - (ii) carry out the Self-Performed Reimbursable Work so as to avoid interfering with, disrupting or delaying the work of Subcontractors and Other Contractors;
 - (iii) not vary the work which is the subject of the Self-Performed Reimbursable Work unless the Principal's Representative has directed a Change under clause 11 and that Change relates directly to the work the subject of the Self-Performed Reimbursable Work; and
 - (iv) each day provide the Principal's Representative with details of all resources, labour and construction plant, used by the SSJ Contractor in the execution of the Self-Performed Reimbursable Work which identifies as a minimum:
 - (A) the part of the Self-Performed Reimbursable Work being performed by the SSJ Contractor as described in Schedule F2;
 - (B) the name of each person performing the work for each part of the Self-Performed Reimbursable Work with details of their labour category, the time when the person started and finished work, the number of hours being claimed for each person and whether those hours are at normal time, time and a half or double time; and
 - (C) details of the type of plant being used for each part of the Self-Performed Reimbursable Work and the number of hours being claimed.
- (e) The Principal's Representative may direct the manner in which the matters described in clause 12.14(d)(iv) are to be recorded.

- (f) The SSJ Contractor represents and warrants to the Principal that it holds and will continue to hold all relevant licences to legally execute the Self-Performed Reimbursable Work.
- (g) The Reimbursable Work (including Self-Performed Reimbursable Work) is to be undertaken on an "Open Book Basis" and may be subject to an independent third party audit as required by the Principal's Representative.
- (h) The SSJ Contractor must cooperate in facilitating any audit under clause 12.14(g) including by making available all necessary records and documents to the Principal's Representative and the auditor to enable an audit to be conducted of the amount properly incurred and payable pursuant to this clause 12.14.
- (i) The SSJ Contractor or a Related Body Corporate of the SSJ Contractor must not itself carry out any part of the Reimbursable Work other than the Self-Performed Reimbursable Work unless:
 - (i) the prior written approval of the Principal's Representative is obtained (which approval may be given or withheld in the Principal's Representative's absolute discretion and, if given, may be subject to conditions); and
 - (ii) the SSJ Contractor and the Principal's Representative agree upon a fixed price or rates, or a combination of a fixed price and rates, for the work prior to the SSJ Contractor or the Related Body Corporate of the SSJ Contractor commencing the work.
- (j) The Principal's Representative will not object to the SSJ Contractor performing the Reimbursable Work as Self-Performed Reimbursable Work provided that:
 - (i) in the Principal's Representative's opinion doing so represents Value for Money to the Principal, including:
 - (A) the SSJ Contractor following the procurement process in clause 12.2(b) for supply of items over [REDACTED]; and
 - (B) the SSJ Contractor's price being consistent with the Schedule of Rates; and
 - (ii) the Principal is satisfied that the Self-Performed Reimbursable Work is to be undertaken on an "Open Book" basis in accordance with clause 12.14(g).

12.15 Tendering Probity

- (a) The SSJ Contractor must:
 - (i) prepare the Tendering Probity Plan in accordance with clause 14.11;
 - (ii) carry out the tender processes for Reimbursable Work:
 - (A) so as to ensure the probity and competitiveness of the tender process; and
 - (B) in accordance with the Tendering Probity Plan; and
 - (iii) comply with any direction by the Principal's Representative concerning the probity and competitiveness of the tender processes for Reimbursable Work.

- (b) The SSJ Contractor will not be relieved from compliance with any of its Contract obligations or from any of its liabilities whether under the Contract or otherwise according to law as a result of any direction of the Principal's Representative or the Principal's probity auditor concerning the probity and competitiveness of the tender process for Reimbursable Work.

12.16 Vertical Transportation

- (a) The SSJ Contractor acknowledges that:
 - (i) the Principal will enter into a framework agreement with the VT Contractor after the date of this Contract; and
 - (ii) the VT Contractor will be required to enter into contracts with other contractors of the Principal for the Project, including the SSJ Contractor.
- (b) The SSJ Contractor must enter into a DSI Contract with the VT Contractor for the performance of Vertical Transportation Work required for the Works.
- (c) The SSJ Contractor acknowledges that:
 - (i) Schedule A28 sets out the key terms proposed for the DSI Contract; and
 - (ii) the terms of the DSI Contract have not been finalised.
- (d) TfNSW will provide the SSJ Contractor with the DSI Contract following finalisation with the VT Contractor.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

12.17 Provisional Sum Work

- (a) The SSJ Contractor will perform or procure the performance of Provisional Sum Work where such work is necessary in order to comply with its obligations under this Contract.
- (b) The SSJ Contractor must:
 - (i) act in good faith in determining whether Provisional Sum Work is required to be performed as set out under clause 12.17; and

(ii) minimise the cost of undertaking Provisional Sum Work.

(c) The provisions of:

(i) clauses 12.1 to 12.15 will apply to Provisional Sum Work (other than Vertical Transportation Work); and

(ii) clauses 12.1, 12.7(c) to 12.7(f) and clauses 12.9 to 12.14 and 12.16 will apply to Vertical Transportation Work,

as if it was Reimbursable Work.

(d) The SSJ Contractor will be entitled to be paid:

■ [REDACTED]
[REDACTED];

■ [REDACTED]
[REDACTED];

■ [REDACTED]
[REDACTED];

■ [REDACTED]
[REDACTED]; and

■ [REDACTED]

(e) For the purpose only of clause 12.17(d)(i) to 12.17(d)(iii), Reimbursable Costs will

[REDACTED].

(f) For each item of Provisional Sum Work, the Principal's Representative may at any time during the performance of the Provisional Sum Work request the SSJ Contractor to provide a reasonable estimate of the Provisional Sum, including sufficient information to support such estimate.

12.18 Design Work

(a) Subject to clause 12.18(b), the SSJ Contractor must:

(i) submit a copy of the terms on which it proposes to engage Designers to the Principal's Representative for approval;

(ii) subsequently amend the proposed terms as required by the Principal's Representative; and

(iii) promptly enter into an agreement with each Designer on the basis of the terms approved by the Principal's Representative under clause 12.18(a)(i).

(b) The SSJ Contractor is not required to obtain the Principal's approval to the terms of an agreement with a Designer for Design Work to be carried out during the Target Cost Development Phase.

12.19 Design Work (Signalling) Contract Waiver

The Principal acknowledges and agrees that:

- (a) in respect of the Design Work (Signalling) Contract, the SSJ Contractor is not obliged to comply with:
 - (i) clauses 9.6(d)(v), 9.6(j), 9.13(b), 12.7(c)(iii), 12.7(c)(v), 12.9(a), 21.4(b) and 22.11(c)(iii); and
 - (ii) the obligation to procure the execution of a deed of novation substantially in the form of Schedule A13 in clause 19.5(a)(iv)(A), but only if the SSJ Contractor:
 - (A) uses reasonable endeavours to procure a deed of novation in that form; and
 - (B) if unable to do so, procures a deed of novation in a form reasonably requested by the Principal; and
- (b) where the SSJ Contractor's entitlement to an extension of time arises in connection with an entitlement of the Signalling Designer to an extension of time, the requirement to provide a notice under clause 15.5(b) is waived.

13. DEFECTS, INSPECTION AND REPAIR

13.1 Defects

- (a) The SSJ Contractor must promptly give the Principal's Representative, the Independent Certifier and, if required by the Principal's Representative, the Operator, a detailed written report of:
 - (i) any Defect it detects; and
 - (ii) all action proposed to correct that Defect, including the estimated time required.
- (b) The SSJ Contractor must correct all Defects arising prior to the expiry of the Defects Correction Period whether or not the Principal's Representative, the Independent Certifier, or the Operator notifies the SSJ Contractor of them, including correcting any Defects in a Portion which existed at the time of issue of the Notice of Construction Completion (including any Minor Defects and Agreed Defects listed in the Notice of Construction Completion).
- (c) Without limiting any other obligation of the SSJ Contractor to correct Defects, the SSJ Contractor must:
 - (i) correct all Mandatory Defects as a pre-condition to the achievement of Construction Completion of the relevant Portion;
 - (ii) use its best endeavours to correct all Minor Defects and Agreed Defects identified in a Notice of Construction Completion within thirty (30) days after the Date of Construction Completion of the relevant Portion; and
 - (iii) correct all Minor Defects and Agreed Defects identified in a Notice of Construction Completion as a pre-condition to the achievement of Completion of the relevant Portion.

13.2 Principal's Representative's direction

- (a) If prior to or during the relevant Defects Correction Period the Principal's Representative discovers or believes there is a Defect or is given notice of a Defect under clause 13.2(a), the Principal's Representative may, without prejudice to any other rights which the Principal may have under this Contract or otherwise at Law, give the SSJ Contractor a direction specifying the Defect and doing one or more of the following:
- (i) requiring the SSJ Contractor to correct the Defect or a part of it and specifying the time within which this must occur;
 - (ii) requiring the SSJ Contractor to carry out a Change to overcome the Defect or a part of it and specifying the time within which this must be carried out;
 - (iii) advising the SSJ Contractor that the Principal will accept the work or a part of it despite the Defect;
 - (iv) advising the SSJ Contractor that the Principal will direct an Interface Contractor or the Operator to carry out a change or variation under its contract with the Principal (as applicable) to overcome the Defect or a part of the Defect; or
 - (v) in respect of any Defect:
 - (A) to which clause 13.3(b) applies; or
 - (B) subject to clause 13.2(c), discovered during a Defects Correction Period,
 advising the SSJ Contractor that an Interface Contractor or other contractor will correct (or has corrected) the Defect, or any part of it.
- (b) In determining the times at which the SSJ Contractor is required to correct a Defect or carry out a Change for the purposes of this clause, the Principal's Representative is entitled to have regard to the need to minimise the interference and disruption to the activities which:
- (i) any Interface Contractor may be carrying out in discharge of its obligations under its contract with the Principal; or
 - (ii) the Operator may be carrying out in discharge of its obligations under its contract with the Principal.
- (c) Unless the Principal's Representative considers that a Defect is an Urgent Defect (to which paragraph (a) of the definition of Urgent Defect applies) or the SSJ Contractor is in breach of clause 9.5, 9.6 or 9.7 of this Contract, the Principal's Representative may not give a direction under clause 13.2(a)(iii) or direct an Interface Contractor, the Operator or other contractor to rectify a Defect, or any part of a Defect, pursuant to clauses 13.2(a)(iv) or 13.2(a)(v)(B), unless the Principal's Representative has first given the SSJ Contractor a direction under clause 13.2(a)(i) and the SSJ Contractor has:
- (i) failed to comply with such direction; or
 - (ii) otherwise failed to comply with its obligations under clause 13.3(a)(i).
- (d) Where the Principal's Representative considers that a Defect is an Urgent Defect (to which paragraph (a) of the definition of Urgent Defect applies) or the SSJ

Contractor is in breach of clauses 9.5, 9.6 or 9.7 of this Contract, the Principal's Representative may give the SSJ Contractor a direction under clause 13.2(a)(iv) or 13.2(a)(v)(B) whether or not a direction has first been given under clause 13.2(a)(i).

13.3 Correction of Defect or Change

- (a) If a direction is given under clause 13.2(a)(i) or 13.2(a)(ii) at any time prior to the expiration of the Defects Correction Period applicable to the relevant part of the Project Works (whether before or after Construction Completion or Completion), the SSJ Contractor:
 - (i) must correct the Defect (or the part of it) or carry out the Change (as the case may be):
 - (A) within the time specified in the Principal's Representative's direction;
 - (B) at times notified by the Principal's Representative;
 - (C) in accordance with the requirements of any relevant Authority;
 - (D) so as to minimise the impact on the use of the relevant part of the Project Works;
 - (E) in a manner which causes as little inconvenience as possible to the activities:
 - (aa) which any Interface Contractor may be carrying out in discharge of its obligations under its contract with the Principal; or
 - (bb) that the Operator may be carrying out in discharge of its obligations under its contract with the Principal; and
 - (cc) of users of the Works, a Local Area, a Utility Service or any access and the adjacent community; and
 - (F) at the SSJ Contractor's risk in respect of any restrictions on access;
 - (G) if an Interface Contractor or the Operator, as applicable, has taken possession of the relevant part of the Construction Site for the purposes of designing and constructing any Interface Works or operating and maintaining the Project, as applicable, in accordance with the requirements of the relevant Interface Contractor or the Operator, as applicable, in relation to access and site safety; and
 - (H) in accordance with its obligations under the:
 - (aa) relevant SSJ Interface Contractor Cooperation and Integration Deed; or
 - (bb) SSJ Operator Cooperation and Integration Deed, as applicable; and

- (I) regardless of the existence of a Dispute as to whether the Principal's Representative's notice is valid or whether the subject matter of the notice is a Defect; and
- (b) If the SSJ Contractor does not comply with clause 13.3(a)(i), the Principal's Representative may, without prejudice to any other rights that the Principal may have against the SSJ Contractor with respect to the Defect under this Contract or otherwise at Law, give the SSJ Contractor a direction under clause 13.2(a)(v) and have the correction or Change work carried out at the SSJ Contractor's expense, and the cost of the correction or Change work incurred by the Principal will be a debt due from the SSJ Contractor to the Principal.

13.4 **Acceptance of work or rectification by others**

If a direction is given under clause 13.2(a)(iii) or 13.2(a)(v)(B) prior to the expiration of the Defects Correction Period applicable to the relevant part of the Project Works, and the SSJ Contractor is responsible for the Defect (or the part of it), the amount which represents the reasonable cost of correcting the Defect (or the part of it) as stated by the Principal's Representative will become a debt due and payable by the SSJ Contractor to the Principal.

13.5 **Changes under other contracts to overcome Defects**

If a direction is given by the Principal's Representative under clause 13.2(a)(iv):

- (a) the SSJ Contractor indemnifies the Principal from and against any Loss suffered or incurred by the Principal arising out of or in connection with the change or variation directed by the Principal under the relevant Interface Contract or contract with the Operator or other contract (as applicable) to the extent necessary to overcome the Defect (or the part of it); and
- (b) clause 13.4 will not apply with respect to the Defect the subject of that direction.

13.6 **Works**

The Works within a Portion have:

- (a) a Defects Correction Period which commences on the Date of Construction Completion of the relevant Portion and expires 2 years after the Date of Completion of the last Portion to achieve Completion; and
- (b) in respect of any work the subject of a direction under clause 13.2(a)(i) or 13.2(a)(ii) during the Defects Correction Period, a further Defects Correction Period which begins on the date of the correction of the Defect (or the part of it) or completion of the Change and continues for 12 months.

13.7 **Local Area Works**

- (a) Each discrete part of the Local Area Works has:
 - (i) a Defects Correction Period of 12 months, which begins when the relevant works are complete (being the date notified under clause 13.7(d)(i)); and
 - (ii) a further Defects Correction Period of 12 months in respect of any work the subject of a direction under clause 13.2(a)(i) or 13.2(a)(ii) (relating to the discrete part of the Local Area Works) during the Defects Correction Period,

which begins on the date of the correction of the Defect (or the part of it) or completion of the Change,

provided that no Defects Correction Period for any discrete part of the Local Area Works will extend beyond the date that is 24 months after the date notified under clause 13.7(d)(i) as the date on which the relevant part of the Local Area Works were completed.

- (b) The completion of the Local Area Works will be assessed on an area by area basis either:
 - (i) in accordance with clauses 13.7(c) and 13.7(d); or
 - (ii) in the case of the WAD Road Works, in accordance with the procedures in the WAD in relation to Practical Completion (WAD Road Works); and
 - (iii) in the case of the Sydney Trains Works, in accordance with the procedure in the Sydney Trains Transition Agreement in relation to Practical Completion (Sydney Trains Works).
- (c) When the SSJ Contractor considers that a discrete part of the Local Area Works is complete, it must notify the Principal's Representative and the Independent Certifier in writing and the Principal's Representative, the Independent Certifier, the SSJ Contractor's Representative and the representative of any relevant Authority must jointly inspect the relevant Local Area Works at a mutually convenient time.
- (d) Following the joint inspection under clause 13.7(c) and subject to clause 13.7(e), the Principal and the SSJ Contractor acknowledge that the Independent Certifier will determine whether the discrete part of the Local Area Works has been completed in accordance with this Contract and the requirements of any relevant Third Party Agreement (if applicable) and will notify the SSJ Contractor and the Principal in writing and within 5 Business Days after the date of the inspection (or such longer period permitted under any relevant Third Party Agreement):
 - (i) if the discrete part is complete, of the date on which the SSJ Contractor has completed the discrete part of the Local Area Works in accordance with this Contract, which subject to clause 13.7(f)(i), will be the relevant date for the purposes of clause 13.7(a)(i); or
 - (ii) if the discrete part is not complete, the items which remain to be completed (after which the procedure in clause 13.7(c) and this clause 13.7(d) will reapply).
- (e) Each discrete part of the Local Area Works will not be regarded as complete unless the Independent Certifier has:
 - (i) executed and provided to the Principal's Representative a certificate in the form of Schedule B13 with respect to the discrete part of the Local Area Works; and
 - (ii) additionally:
 - (A) in the case of the WAD Road Works, executed and provided to the Principal's Representative and RMS a certificate in the form of Schedule 4 to the WAD with respect to the discrete part of the Local Area Works; or

- (B) in the case of any Sydney Trains Works, executed and provided to the Principal's Representative, Sydney Trains and RailCorp a certificate in the form of Schedule 6 to the Sydney Trains Transition Agreement with respect to the discrete part of the Sydney Trains Works.
- (f) It is a condition precedent to:
- (i) the commencement of the Defects Correction Period for a discrete part of the Local Area Works that the SSJ Contractor provide the Principal's Representative with:
 - (A) a written notice from each Authority with jurisdiction over the discrete part stating that the Authority is satisfied that the discrete part is complete;
 - (B) if the SSJ Contractor is unable to obtain a notice required under clause 13.7(f)(i)(A) despite having used its best endeavours to do so, a statement from the SSJ Contractor to the effect that:
 - (aa) the discrete part of the Local Area Works is complete and the SSJ Contractor has notified the relevant Authority of this matter; and
 - (bb) the relevant Authority has failed or refused to provide the written notice required under clause 13.7(f)(i)(A) despite being given 15 Business Days to provide the notice requested by the SSJ Contractor;
 - (C) to the extent that the discrete part of the Local Area Works constitutes WAD Road Works, the Independent Certifier has executed and provided to the Principal's Representative and RMS a certificate in the form of Schedule 4 to the WAD with respect to the discrete part of the Local Area Works; and
 - (D) to the extent that the discrete part of the Local Area Works constitutes Sydney Trains Works, the Independent Certifier has executed and provided to the Principal's Representative, Sydney Trains and RailCorp a certificate in the form of Schedule 6 to the Sydney Trains Transition Agreement with respect to the discrete part of the Local Area Works; and
 - (ii) Construction Completion of a Portion that the written notices or statements required under clause 13.7(f)(i) have been provided to the Principal's Representative for all discrete parts of the Local Area Works that form part of that Portion.

13.8 Utility Service Works

- (a) Each discrete part of the Utility Service Works not handed over to the Principal has:
 - (i) a Defects Correction Period of 12 months, which begins when:
 - (A) the relevant Utility Service Authority which has jurisdiction in respect of the Utility Service gives written notice that the work is complete; or

(B) if the SSJ Contractor is unable to obtain a notice required under clause 13.8(a)(i)(A) despite having used its best endeavours to do so, a written statement from the SSJ Contractor to the effect that:

(aa) the discrete part of the Utility Service Works is complete and the SSJ Contractor has notified the relevant Utility Service Authority of this matter; and

(bb) the relevant Utility Service Authority has failed or refused to provide the written notice required under 13.8(a)(i)(A) despite being given 15 Business Days to provide the notice requested by the SSJ Contractor,

and the Principal's Representative has been provided with a copy of the notice or statement; and

(ii) a further Defects Correction Period of 12 months in respect of any work the subject of a direction under clause 13.2(a)(i) or 13.2(a)(ii) (relating to the discrete part of the Utility Service Works) during the Defects Correction Period, which begins:

(A) when the relevant Utility Service Authority gives written notice that the Defect (or the part of it) has been corrected or the Change completed and the Principal's Representative has been provided with a copy of the notice; or

(B) if the relevant Utility Service Authority fails or refuses to give the notice required under clause 13.8(a)(ii)(A), when the Principal's Representative determines that the Defect (or the part of it) has been corrected or the Change completed,

provided that no Defects Correction Period for any discrete part of the Utility Service Works will extend beyond the date that is 24 months after the date of the applicable notice or statement given under clause 13.8(a)(i).

(b) It is a condition precedent to Construction Completion of a Portion, that:

(i) a written notice of the kind referred to in clause 13.8(a)(i) has been given for each discrete part of the Utility Service Works that form part of that Portion and the Principal's Representative has been provided with a copy of each such notice; or

(ii) the SSJ Contractor has:

(A) used best endeavours to obtain and provide the Principal's Representative with a written notice of the kind referred to in clause 13.8(a)(i)(A); and

(B) provided the Principal's Representative with a written statement of the kind referred to in clause 13.8(a)(i)(B).

13.9 Property Works

(a) Subject to clause 13.9(b), each discrete part of the Property Works has:

(i) a Defects Correction Period of 12 months, which begins upon:

- (A) the completion of the Property Works; or
- (B) submission by the SSJ Contractor of a certificate or signed statement (as the case may be) to the Principal's Representative under clause 8.2(a)(ii),

whichever is the later; and

- (ii) a further Defects Correction Period of 12 months in respect of any work the subject of a direction under clause 13.2(a)(i) or 13.2(a)(ii) (relating to the discrete part of the Property Works) during the Defects Correction Period, which begins on the date of correction of the Defect (or the part of it) or completion of the Change

- (b) No Defects Correction Period for any discrete part of the Property Works will extend beyond the date that is 24 months after the date of the applicable certificate or signed statement given under clause 8.2(a)(ii).

13.10 **Failure by the SSJ Contractor to comply with Direction**

- (a) If the SSJ Contractor does not comply with a direction referred to in clause 13.2(a)(i) or 13.2(a)(ii), the Principal may employ others to carry out that direction.
- (b) The Loss suffered or incurred by the Principal arising out of or in connection with taking the action contemplated in clause 13.10(a) or as a result of the SSJ Contractor's failure to comply with clause 13.3(a)(i) will be a debt due from the SSJ Contractor to the Principal.

13.11 **Rights not affected**

Neither the Principal's rights, nor the SSJ Contractor's liability, whether under this Contract or otherwise according to Law in respect of Defects, whether before or after the expiration of any relevant Defects Correction Period, will be in any way affected or limited by:

- (a) the rights conferred upon the Principal or the Principal's Representative by this clause 12.18 or any other provision of this Contract;
- (b) the exercise of, or the failure by the Principal or the Principal's Representative to exercise, any such rights; or
- (c) any direction of the Principal's Representative under clause 13.2.

13.12 **Use of defective facilities**

The SSJ Contractor must not allow the use of any part of the Project Works or Temporary Works which the SSJ Contractor knows is defective or unsafe and which threatens the health or safety of people.

13.13 **Final inspections of Project Works (other than Third Party Works)**

- (a) The SSJ Contractor, the Principal's Representative, the Independent Certifier and the Operator will carry out a final inspection of the Project Works (other than the Third Party Works) 6 months before the end of the original Defects Correction Period (**Final Inspection**).

- (b) Where the Operator is not involved in the Final Inspection:
 - (i) within 5 Business Days after the Final Inspection, the Principal's Representative may give the Independent Certifier written notice of any Defects which the Principal's Representative observed during the Final Inspection or of which they are otherwise aware;
 - (ii) within 10 Business Days after the Final Inspection, the Independent Certifier must give the Principal's Representative a list of Defects (taking into account any notice received from the Principal's Representative under clause 13.13(b)(i)); and
 - (iii) if the Independent Certifier notifies the parties of any Defects pursuant to clause 13.13(b)(ii), the Principal may give a notice under clause 13.2 in respect of such Defect.
- (c) Where the Operator is involved in the Final Inspection, clause 5 of the SSJ Operator Cooperation and Integration Deed will apply in relation to the Final Inspection.

13.14 Final inspections of Third Party Works

- (a) The SSJ Contractor, the Principal's Representative, the Independent Certifier and applicable Authorities, will carry out a final inspection of the Third Party Works 3 months before the end of the original Defects Correction Period for the relevant Third Party Works (or at such other time specified by any relevant Third Party Agreement) (**Final Third Party Works Inspection**).
- (b) If the Principal's Representative, Independent Certifier or applicable Authority identifies any Defects during the Final Third Party Works Inspection, the Principal may give a notice under clause 13.2 in respect of such Defect.

14. ADMINISTRATION

14.1 Principal's Representative

- (a) The Principal must ensure that at all times until the date of expiry of the final Defects Correction Period there is a Principal's Representative. The SSJ Contractor acknowledges and agrees that the Principal's Representative will give directions and carry out all its other functions under this Contract as the agent of the Principal (and not as an independent certifier, assessor or valuer) and is subject to the directions of the Principal.
- (b) A discretion (including an absolute or sole discretion), or power or decision of the Principal's Representative is validly and properly exercised or made for the purposes of this Contract if exercised or made (or if it is not exercised or made) by the Principal's Representative:
 - (i) independently;
 - (ii) after consultation with the Principal and its advisers; or
 - (iii) as directed by the Principal.
- (c) Any control or influence exercised by the Principal over the Principal's Representative does not:

- (i) affect the valid and proper exercise of any power or discretion (including an absolute or sole discretion) or the making of a decision by the Principal's Representative; or
 - (ii) entitle the SSJ Contractor to make any Claim against the Principal's Representative or the Principal, or to challenge the effect or validity of the discretion (including an absolute or sole discretion), power, or decision.
- (d) The SSJ Contractor must comply with any direction by the Principal's Representative given or purported to be given under a provision of this Contract.
 - (e) Except where this Contract otherwise provides, the Principal's Representative may give a direction orally but will as soon as practicable confirm it in writing.
 - (f) The Principal will not be liable upon any Claim by the SSJ Contractor arising out of or in connection with any such direction by the Principal's Representative in circumstances where it is incorrect, subsequently overturned pursuant to clause 20 or is unreasonable (other than in accordance with the corrected determination).
 - (g) The SSJ Contractor acknowledges and agrees that its sole means of redressing any errors contained in or associated with any such direction by the Principal's Representative is by giving a notice of dispute in accordance with clause 20.2.

14.2 Replacement of the Principal's Representative

- (a) The Principal may at any time replace the Principal's Representative, in which event the Principal must appoint another person as the Principal's Representative and notify the SSJ Contractor of that appointment.
- (b) Any substitute Principal's Representative appointed under this clause 14.2 will be bound by anything done by the former Principal's Representative to the same extent as the former Principal's Representative would have been bound.

14.3 Delegation of Functions

- (a) The Principal's Representative may:
 - (i) by written notice to the SSJ Contractor appoint persons to exercise any of the Principal's Representative's functions under this Contract;
 - (ii) not appoint more than one person to exercise the same function under this Contract; and
 - (iii) revoke any appointment under clause 14.3(a)(i) by notice in writing to the SSJ Contractor.
- (b) The Principal's Representative may continue to exercise a function under this Contract despite appointing another person to exercise the function under clause 14.3(a)(i).
- (c) All references in this Contract to the Principal's Representative include a reference to an appointee appointed under clause 14.3(a)(i).

14.4 SSJ Contractor's Personnel

- (a) The SSJ Contractor must notify the Principal's Representative in writing of the name of the SSJ Contractor's Representative (who at the date of this Contract is the relevant person listed in Schedule A7) and of any subsequent changes.
- (b) The SSJ Contractor must:
 - (i) employ the individuals nominated by the SSJ Contractor and listed in Schedule A7 in the positions specified in Schedule A7 or equivalent positions;
 - (ii) subject to clause 14.4(b)(iii), not replace the individuals referred to in clause 14.4(b)(i) without the Principal's Representative's prior written approval which will not be unreasonably withheld;
 - (iii) if any of the individuals referred to in clause 14.4(b)(i):
 - (A) dies;
 - (B) becomes unable to continue in their positions due to illness;
 - (C) resigns from the employment of the SSJ Contractor (other than to accept other employment with the SSJ Contractor or any "related body corporate" of the SSJ Contractor (as that term is defined in section 9 of the *Corporations Act 2001* (Cth))); or
 - (D) becomes the subject of a direction under clause 14.4(c),replace them with personnel of at least equivalent experience, ability, knowledge and expertise approved by the Principal's Representative; and
 - (iv) without limiting clauses 14.4(b)(i), 14.4(b)(ii) or 14.4(b)(iii), ensure that the:
 - (A) positions specified in Schedule A7 as full-time, dedicated positions are full-time, dedicated positions; and
 - (B) individuals who occupy the full-time, dedicated positions specified in Schedule A7 apply themselves fully to the position to the exclusion of all other work,until Completion of the last Portion to achieve Completion or such earlier time as may be approved by the Principal's Representative.
- (c) The Principal's Representative may, in its absolute discretion and without being obliged to give any reasons, by notice in writing direct the SSJ Contractor to remove any person (including a person referred to in clause 14.4(a) or clause 14.4(b)) from the Construction Site and the SSJ Contractor's Activities.
- (d) If the Principal's Representative issues a notice in accordance with clause 14.4(c), the SSJ Contractor must:
 - (i) then cease to engage that person in the SSJ Contractor's Activities and must appoint a replacement; and
 - (ii) ensure that any person the subject of a direction under clause 14.4(c) is not again employed in the SSJ Contractor's Activities or on the Construction Site.

- (e) Any direction under clause 14.4(c) will be deemed to have been given to the SSJ Contractor if given to the SSJ Contractor's Representative. Matters within the knowledge of the SSJ Contractor's Representative will be deemed to be within the knowledge of the SSJ Contractor.

14.5 Design development meetings

- (a) The SSJ Contractor must hold regular meetings of its design team including the Designers and the Independent Certifier (and in any event at Design Stage 1 and Design Stage 2 of each discrete design part or element in the SSJ Contractor's Activities).
- (b) The SSJ Contractor must give reasonable notice to the Principal's Representative of those meetings and of any other meetings at which design issues are to be discussed to enable the Principal's Representative, its delegate and any representatives of any Other Contractor to attend. The Principal may request the SSJ Contractor to ensure the presence at the meeting of any relevant persons from any of the SSJ Contractor's Subcontractors involved in the design of any part of the Project Works.
- (c) The SSJ Contractor must give the Principal's Representative:
 - (i) an agenda prepared in consultation with or as directed by the Principal's Representative for each design meeting no less than 48 hours prior to each meeting (which must include an accurate schedule of all design issues as at the date of issue of the agenda); and
 - (ii) minutes of each design meeting within 48 hours after each meeting.
- (d) Neither party may rely on such agenda or minutes of meeting as a document constituting or evidencing the giving or receipt of a notice required to be given under or in accordance with this Contract.

14.6 Site Meetings

The SSJ Contractor must convene meetings on the Construction Site or such other place (or places) as the Principal's Representative may direct:

- (a) prior to the Date of Construction Completion of the Project Works or the last Portion to reach Construction Completion, weekly or at such longer intervals as may be directed in writing by the Principal's Representative; and
- (b) at monthly intervals after the Date of Construction Completion of the Project Works or the last Portion to reach Construction Completion until all Defects Correction Periods (including any extension under clause 13.6), have expired or at such other intervals as may otherwise be agreed between the parties.

14.7 Environmental Representative

The SSJ Contractor acknowledges and agrees that:

- (a) the Principal has appointed the Environmental Representative as required by an Authority Approval;
- (b) the Environmental Representative:
 - (i) is independent of the parties;

- (ii) will oversee the implementation of all environmental management plans and monitoring programs required under the Planning Approval, and will advise the Principal upon achievement of the outcomes contemplated in the Planning Approval;
- (iii) will advise the Principal and the Principal's Representative on the SSJ Contractor's compliance with the Planning Approval; and
- (iv) will have the authority and independence to:
 - (A) direct the SSJ Contractor as to; or
 - (B) advise the Principal's Representative to direct the SSJ Contractor as to,
 - reasonable steps the SSJ Contractor must take to avoid or minimise unintended or adverse environmental impacts;
- (c) it must comply with the directions of the Environmental Representative or the Principal's Representative as contemplated by clause 14.7(b)(iv) ; and
- (d) it bears the full risk of complying with any directions given by the Environmental Representative or the Principal's Representative as contemplated by clause 14.7(c) and none of the Principal, the Principal's Representative or the Environmental Representative will be liable upon any Claim arising out or in any way in connection with such directions.

14.8 **Acoustics Advisor**

The SSJ Contractor acknowledges and agrees that:

- (a) the Principal has appointed the Acoustics Advisor as required by an Authority Approval;
- (b) the Acoustics Advisor:
 - (i) is independent of the parties;
 - (ii) will oversee the implementation of all noise and vibration management plans and monitoring programs required under the Planning Approval, and will advise the Principal upon achievement of the outcomes contemplated in the Planning Approval;
 - (iii) will advise the Principal and the Principal's Representative on the SSJ Contractor's compliance with the Planning Approval; and
 - (iv) will have the authority and independence to:
 - (A) direct the SSJ Contractor as to; or
 - (B) advise the Principal's Representative to direct the SSJ Contractor as to,
 - reasonable steps the SSJ Contractor must take to avoid or minimise unintended or adverse noise and vibration impacts;

- (c) it must comply with the directions of the Acoustics Advisor or the Principal's Representative as contemplated by clause 14.8(b)(iv); and
- (d) it bears the full risk of complying with any directions given by the Acoustics Advisor or the Principal's Representative as contemplated by clause 14.8(c) and none of the Principal, the Principal's Representative or the Acoustics Advisor will be liable upon any Claim arising out or in any way in connection with such directions.

14.9 Independent Certifier

- (a) The Independent Certifier will be engaged on the terms of the Independent Certifier Deed.
- (b) In certifying Design Documentation, the Independent Certifier is not required to act as an AEO.
- (c) The Independent Certifier is obliged to act independently of the Principal, the SSJ Contractor and the Subcontractors.
- (d) Both parties must provide the Independent Certifier with all information and documents and allow the Independent Certifier:
 - (i) to attend meetings; and
 - (ii) access to all premises,as may be necessary or reasonably required by the Independent Certifier to allow the Independent Certifier to perform its obligations under the Independent Certifier Deed.
- (e) All notices and documents provided by a party to the Independent Certifier must be copied to the other party. If a party is required to provide a notice or document to the Independent Certifier within a specified time period, that notice or document must be provided to the other party within the same time period.
- (f) The Principal's Representative may provide comments to the Independent Certifier in respect of the SSJ Contractor's Activities.

14.10 Industrial Relations

- (a) The SSJ Contractor must in carrying out the SSJ Contractor's Activities:
 - (i) assume sole responsibility for and manage all aspects of industrial relations for the SSJ Contractor's Activities;
 - (ii) ensure all Subcontractors manage all aspects of the industrial relations with their employees appropriately;
 - (iii) ensure that the rates of pay and conditions of employment specified in all relevant industrial, enterprise and project based agreements and awards, and any relevant Law, for all employees engaged in any capacity by any person in connection with the SSJ Contractor's Activities, are always observed in full;
 - (iv) keep the Principal's Representative fully and promptly informed of industrial relations problems or issues that affect or are likely to affect the carrying out of the SSJ Contractor's Activities and Other Contractors' activities;

- (v) without limiting clauses 8.12 and 9.12, comply with all the requirements of the NSW Code and the NSW Guidelines;
- (vi) conduct its industrial relations affairs in accordance with the Workplace Relations Management Plan developed and submitted by the SSJ Contractor as part of the Contract Management Plan, in accordance with the MRs and clause 14.11;
- (vii) prepare, document and implement a project Workplace Relations Management Plan which must be based on the draft outline Industrial Relations Management Plan (if any) submitted with the SSJ Contractor's Proposal;
- (viii) not commence any work on the Construction Site or Extra Land until the Workplace Relations Management Plan has been submitted to the Principal's Representative and the Principal's Representative has not rejected it under clause 14.11;
- (ix) submit to the Principal's Representative, before beginning work on the Construction Site or Extra Land, a statement detailing:
 - (A) the location of time and wage records and other documents that are required to be kept to verify ongoing compliance with all employment and legal obligations;
 - (B) the names of each award or enterprise agreement that is likely to cover the SSJ Contractor and Subcontractors involved in the SSJ Contractor's Activities; and
 - (C) the names of those responsible for coordinating industrial relations for the SSJ Contractor's Activities;
- (x) not do, or omit to do, anything that is, or is likely to be, prejudicial to the performance of the SSJ Contractor's Activities;
- (xi) before beginning work on the Construction Site or Extra Land, submit a statement on the SSJ Contractor's letterhead and signed by an authorised person, attesting to the SSJ Contractor's compliance, in the preceding twelve months, with all employment and legal obligations, including:
 - (A) payment of remuneration to employees;
 - (B) annual leave provisions;
 - (C) Long Service Leave Payment Scheme registration;
 - (D) obligations to register workers under the *Building and Construction Industry Long Service Payments Act 1986* (NSW);
 - (E) workers' compensation insurance, including self-insurance arrangements;
 - (F) superannuation fund membership and contributions; and
 - (G) over-award payments such as redundancy fund contributions; and

- (xii) continue to provide during the SSJ Contractor's Activities appropriate information to verify compliance with the awards, enterprise and workplace agreements and all other legal obligations relating to the employment of people for the SSJ Contractor's Activities.
- (b) If the SSJ Contractor engages an independent industry or employer association or other specialist organisation to audit and verify compliance with employment and legal obligations, a statement or declaration from that organisation may be submitted instead of the statement by the SSJ Contractor under paragraph (a)(ix).
- (c) The industrial relations requirements contained in this Contract, the NSW Code and the NSW Guidelines:
 - (i) are in addition to, but are not in substitution for, any requirements of Law; and
 - (ii) do not limit the powers of the Principal or the liabilities and responsibilities of the SSJ Contractor.

14.11 **Submission for review by the Principal's Representative**

- (a) This clause 14.11 applies to all documents except Design Documentation to the extent addressed in clause (iii).
- (b) Without limiting clause 23.1, the SSJ Contractor must manage and transmit documents, including using an electronic medium (such as the PDCS) where required by the Principal's Representative, in accordance with the processes, procedures and systems in MR-PA or as otherwise required by the Principal's Representative.
- (c) Documents supplied to the SSJ Contractor:
 - (i) will remain the property of the Principal;
 - (ii) must be returned by the SSJ Contractor to the Principal on demand in writing; and
 - (iii) must not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the SSJ Contractor's Activities.
- (d) The SSJ Contractor must keep all the SSJ Contractor's records relating to the SSJ Contractor's Activities in a secure and fire proof storage.
- (e) The SSJ Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with complying with its obligations under this clause 14.11.
- (f) The SSJ Contractor must ensure that any Information Documents that it provides to the Principal in computer readable form contains no virus or computer software code which is intended or designed to:
 - (i) permit access to or use of a computer system by a third person not authorised by the Principal; or
 - (ii) disable, damage or erase, or disrupt or impair the normal operation of any other software or data on a computer system.

- (g) A Document will be deemed not to have been submitted unless and until:
 - (i) the Document covers, fully details and co-ordinates the whole of discrete areas of work so as to allow the area of work to be fully understood; and
 - (ii) the SSJ Contractor has otherwise complied with this clause 14.11, in addition to any other requirement of this Contract relating to the submission of that Document.
- (h) After the submission of a Document which satisfies the requirements of clause 14.11(a):
 - (i) the Principal's Representative may review the Document, or any resubmitted Document prepared and submitted by the SSJ Contractor; and
 - (ii) where submitted or resubmitted in accordance with a program which has not been rejected by the Principal's Representative, within 15 Business Days of submission by the SSJ Contractor of such Document or resubmitted Document:
 - (A) reject the Document if in its opinion the Document (or any part) does not comply with the requirements of this Contract, stating the nature of the non-compliance;
 - (B) make comments on the Document; or
 - (C) notify the SSJ Contractor that it has no (or has no further) comments to make.
- (i) If any Document is:
 - (i) rejected or deemed to be rejected, the SSJ Contractor must submit an amended Document to the Principal's Representative within 10 Business Days of the date of such rejection or deemed rejection and this clause 14.11 will re-apply; or
 - (ii) not rejected and the Principal's Representative responds to the submission with comments, the SSJ Contractor must respond to the comments within 10 Business Days or such other period as may be directed by the Principal's Representative.
- (j) If the SSJ Contractor fails to respond to the Principal's Representative's comments within the relevant period set out in clause 14.11(i) in a manner satisfactory to the Principal's Representative, the Document will be deemed to be rejected.
- (k) The SSJ Contractor must not:
 - (i) issue any Subcontract Tender Documentation to tenderers for; or
 - (ii) commence construction of,

any part of the Project Works to which any Document (other than the SSJ Contractor's Program) submitted to the Principal's Representative applies unless the Principal's Representative has had the period referred to in clause 14.11(h)(ii) to review the Document and has not rejected the Document or made any comments on the Document (except in the case where the SSJ Contractor has responded to the Principal's Representative's comments within the required time

period and in a manner satisfactory to the Principal's Representative as referred to in clause 14.11(i)).

(l) The SSJ Contractor must not amend for construction purposes any Document that has:

- (i) been submitted to the Principal's Representative; and
- (ii) not been rejected or not had comments made about it under clause 14.11(h)(ii),

unless the SSJ Contractor submits the proposed amendments to the Principal's Representative, in which case this clause 14.11 will re-apply.

(m) The Principal's Representative does not assume or owe any duty of care or other responsibility to the SSJ Contractor to review, or in reviewing, a Document submitted by the SSJ Contractor, including for errors, omissions or non-compliance with this Contract.

(n) The SSJ Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with the Principal's Representative not detecting and notifying the SSJ Contractor of any errors, omissions or non-compliance with the requirements of this Contract in any Document submitted.

(o) No review of, comment upon or rejection of, or failure to review or comment upon or reject, a Document prepared by the SSJ Contractor, or any other direction by the Principal's Representative in connection with the Document, will:

- (i) constitute a direction to carry out a Change pursuant to clause 11.2, unless it is in a written document titled "Change Order" and describes the nature of the Change in accordance with clause 11.2(a);
- (ii) relieve the SSJ Contractor from or alter its liabilities or obligations, whether under this Contract or otherwise according to any Law; or
- (iii) limit or otherwise affect the Principal's rights against the SSJ Contractor, whether under this Contract or otherwise according to any Law.

(p) In considering any Document, the Principal's Representative may consult with and take into account any views or requirements of relevant persons, including any Authority.

14.12 **Work Method**

Whether or not this Contract prescribes a particular work method or a work method is otherwise a part of this Contract or reviewed or approved (expressly or impliedly) by the Principal's Representative, the fact that any work method that the SSJ Contractor adopts or proposes to adopt is impractical or impossible or that the SSJ Contractor, with or without the approval of the Principal's Representative, uses another work method will:

- (a) not entitle the SSJ Contractor to make any Claim against the Principal arising out of or in any way in connection with the work method proving to be impractical or impossible or any change in the work method; and
- (b) not cause the Contract to be frustrated.

14.13 Exchange of Information between Government Agencies

- (a) The SSJ Contractor authorises the Principal, its employees and agents to make information concerning the SSJ Contractor (including any information provided under clause 14.11) available to NSW Government departments or agencies. Such information may include any information provided by the SSJ Contractor to the Principal and any information relating to the SSJ Contractor's performance under this Contract.
- (b) The SSJ Contractor acknowledges that any information about the SSJ Contractor from any source, including substantiated reports of unsatisfactory performance, may be taken into account by the Principal and NSW Government departments and agencies in considering whether to offer the SSJ Contractor future opportunities for NSW Government work.
- (c) The SSJ Contractor also acknowledges that the Principal has in place processes for assessing the performance of its contractors, that these processes will apply to the SSJ Contractor's performance under this Contract and that it will participate in the Principal's "Contractor Performance Reporting" process.

14.14 Financial Assessment

Without limiting or otherwise restricting clause 14.13, the SSJ Contractor acknowledges and agrees that:

- (a) the Principal may, during the term of the Contract, either itself, or through the engagement of private sector service providers, undertake ongoing financial assessments (**Financial Assessment**) of the SSJ Contractor and any Subcontractors;
- (b) a Financial Assessment may be undertaken at three monthly (or longer) intervals from the date of commencement of the Project Works; and
- (c) it must, if requested by the Principal's Representative, within 10 Business Days of receiving such request, provide any documents, information and evidence as is reasonably required by the Principal's Representative under, out of, or in connection with a Financial Assessment.

14.15 Employment of Aboriginal and Torres Strait Islander People

The SSJ Contractor must:

- (a) provide employment opportunities to Aboriginal and Torres Strait Islander people in accordance with the NSW Government Policy on Aboriginal Participation in Construction (August 2016);
- (b) as part of the human resources input to and the documentation and implementation of the Contract Management Plan, address the employment of Aboriginal and Torres Strait Islander people and compliance with the NSW Government Policy on Aboriginal Participation in Construction (August 2016); and
- (c) provide reports to the Principal's Representative in such format and within such times as may be required by the Principal's Representative which record the performance of the SSJ Contractor in relation to Aboriginal and Torres Strait Islander participation.

14.16 Waste Reduction and Purchasing Policy

The SSJ Contractor must:

- (a) use its best endeavours to reduce wastage and increase the use of recycled materials in accordance with the GREP;
- (b) address as part of the Construction Environment Management Plan the measures to be taken to reduce wastage and increase the use of recycled materials in the areas of paper products, office consumables, vegetation and landscaping materials, and construction and demolition materials; and
- (c) provide reports to the Principal's Representative in such format and within such times as may be required by the Principal's Representative for the use by the Principal in complying with its GREP obligations to report performance.

14.17 Training Management

- (a) Subject to the express provisions of the Contract, the SSJ Contractor must comply with the NSW Government "Training Management Guidelines" (February 2009).
- (b) Training management requirements specified in the Contract and the NSW Government "Training Management Guidelines" may be in addition to, but are not in substitution for, any training obligations of the SSJ Contractor under statute, industrial award, enterprise or workplace agreement, or other workplace arrangements approved under Federal or NSW law.
- (c) At least 14 days before starting work on the Construction Site the SSJ Contractor must document and submit a 'Project Training Management Plan' which complies with the NSW Government "Training Management Guidelines" (February 2009).
- (d) The SSJ Contractor must systematically manage its training management processes in accordance with the systems, plans, standards and codes specified in the Contract.
- (e) The SSJ Contractor must demonstrate to the Principal, whenever requested, that it has met and is meeting at all times its obligations under this clause 14.17.

14.18 National Greenhouse and Energy Reporting Act 2007 (Cth)

The SSJ Contractor acknowledges and agrees that:

- (a) if any of the SSJ Contractor's Activities, or the activities of any of the SSJ Contractor's personnel, in connection with the SSJ Contractor's Activities (the Relevant Matters) constitute a "facility" within the meaning of the NGER Legislation, then, for the purposes of the NGER Legislation, the SSJ Contractor has operational control of that facility and will comply with any obligations arising in respect of the Principal's activities under the NGER Legislation;
- (b) if, despite the operation of clause 14.18(a), the Principal incurs, or (but for this clause) would incur, a liability under or in connection with the NGER Legislation as a result of or in connection with any of the Relevant Matters, and the NGER Legislation provides that such liability can be transferred by the Principal or the NSW Government or any of its agencies to the SSJ Contractor, the SSJ Contractor must, on the written request of the Principal, do all things reasonably necessary to ensure the liability is transferred to the SSJ Contractor;
- (c) if the Principal requests it, the SSJ Contractor must provide Greenhouse Data to the Principal:

- (i) to the extent that, in a manner and form that, and at times that, will enable the Principal to comply with the NGER Legislation irrespective of whether the Principal or the SSJ Contractor or any other person has an obligation to comply with the NGER Legislation in connection with any Relevant Matters; and
- (ii) otherwise as requested by the Principal from time to time;
- (d) the SSJ Contractor must also provide to the Principal all Greenhouse Data and other information which the SSJ Contractor provides to any other person under the NGER Legislation in connection with any Relevant Matters, at the same time as the SSJ Contractor provides that Greenhouse Data or other information to that other person;
- (e) the SSJ Contractor must:
 - (i) collect and record all such Greenhouse Data as may be required to enable reporting under the NGER Legislation or enable the SSJ Contractor to discharge its obligations under this clause 14.18, and keep that Greenhouse Data for at least 7 years after the end of the year in which the Relevant Matters occur; and
 - (ii) permit any persons appointed or authorised by the Principal to examine, monitor, measure, copy, audit and/or verify the Greenhouse Data and cooperate with and provide all reasonable assistance to any such persons (including by doing such things as giving access to premises, plant and equipment, producing and giving access to documents and answering any relevant questions);
- (f) the Principal may provide or otherwise disclose the Greenhouse Data and any other information which the Principal obtains under this clause 14.18 to any other person, and may otherwise use the Greenhouse Data and other information for any purpose as the Principal sees fit; and
- (g) nothing in this clause 14.18 is to be taken as meaning that the Principal has agreed to perform any statutory obligation that the SSJ Contractor may have regarding the provision of Greenhouse Data to any Authority.

14.19 Early warning procedure and risk reporting

- (a) The SSJ Contractor must give early warning of a risk by notifying the Principal's Representative as soon as it becomes aware of any fact, matter or thing which may give rise to a risk of:
 - (i) a delay to Construction Completion of any Portion;
 - (ii) a delay to the Completion of any Portion;
 - (iii) an adverse effect on the performance of the SSJ Contractor's Activities or the Project Works;
 - (iv) a Claim by the SSJ Contractor; or
 - (v) a party being in breach of any term of the Contract.
- (b) At the same time as it gives an early warning notification in accordance with clause 14.19(a), the SSJ Contractor will enter the risk the subject of the early warning

notification on the Risk Register (which will include a description of the risk and the actions which are to be taken to avoid or mitigate the risk).

- (c) The SSJ Contractor must provide to the Principal's Representative with real time access to the Risk Register or as otherwise directed by the Principal's Representative.
- (d) The SSJ Contractor will attend risk management meetings with the Principal's Representative on a monthly basis or as otherwise directed by the Principal's Representative. At risk management meetings, the parties agree to:
 - (i) review the current Risk Register;
 - (ii) develop proposals and seek solutions for avoiding or mitigating the risks listed on the Risk Register, including what assistance the Principal may be able to provide to the SSJ Contractor. The SSJ Contractor must inform the Principal's Representative if it considers any such proposal or solution would give rise to a Change or otherwise give rise to a Claim by the SSJ Contractor;
 - (iii) decide upon any specific action to be taken by the parties in response to the risks listed on the Risk Register; and
 - (iv) remove from the Risk Register those risks which have been avoided or passed.
- (e) A notification, record or action under this clause 14.19 will not relieve the SSJ Contractor from or alter its liabilities or obligations under this Contract, including any and all notification obligations under this Contract.

14.20 **Management Review Group**

- (a) The Management Review Group comprises no more than two representatives of each of the Principal and the SSJ Contractor. The representatives at the date of this Contract are those persons identified in Schedule A1 as being part of the Management Review Group.
- (b) The Principal's Representative may direct the attendance at Management Review Group meetings of:
 - (i) representatives of any of the SSJ Contractor's Subcontractors which the Principal's Representative reasonably requires; and
 - (ii) any other person the Principal's Representative reasonably requires from time to time.
- (c) Each party acknowledges and agrees that its representatives on the Management Review Group have the authority to make decisions that bind that party.

14.21 **Management Review Group functions**

- (a) The role of the Management Review Group is to provide leadership, governance and oversight.
- (b) The functions of the Management Review Group include reviewing:

- (i) the progress of the SSJ Contractor's Activities in relation to the SSJ Contractor's Program and the performance of the SSJ Contractor prior to the expiry of the final Defects Correction Period;
 - (ii) issues arising out of community relations and community concerns;
 - (iii) issues arising out of the quality of the SSJ Contractor's Activities;
 - (iv) matters arising from the Design Documentation, including any proposed design changes;
 - (v) value engineering opportunities and potential cost savings consistent with maintaining quality and enhancing life cycle costing;
 - (vi) the potential impact of design and construction outcomes on operation and maintenance requirements;
 - (vii) all notices issued by the SSJ Contractor referred to in clauses 23.1(a) and 23.2(c);
 - (viii) all claims issued by the SSJ Contractor in respect of Excluded Claims;
 - (ix) other unresolved matters arising between the parties that are not yet a Dispute;
 - (x) environmental issues;
 - (xi) safety issues; and
 - (xii) any other matters or determined or directed by the Principal's Representative.
- (c) The Management Review Group will, in respect of potential Claims referred to in clause 14.21(b)(vii) and claims referred to in clause 14.21(b)(viii), seek to determine a resolution or process for resolution.
- (d) To be effective, a determination of the Management Review Group must be:
- (i) a unanimous decision of all representatives;
 - (ii) in writing; and
 - (iii) confirmed in writing by the Principal's Representative and the SSJ Contractor's Representative.
- (e) If the Management Review Group makes a determination in accordance with clause 14.21(d), then:
- (i) in respect of notices referred to in clause 14.21(b)(vii), clauses 23.1(b) and 23.2(a) do not apply; and
 - (ii) in respect of a claim referred to in clause 14.21(b)(viii), the Principal's determination in respect of that claim in accordance with the Management Review Groups determination is not subject to Dispute.

14.22 Management Review Group meetings

- (a) The Management Review Group must meet:
 - (i) regularly in the frequency identified in Schedule A1 until the expiry of the final Defects Correction Period or such other regular period as the Principal and the SSJ Contractor agree in writing;
 - (ii) in accordance with this clause 14.21(e); and
 - (iii) at other times which the Principal's Representative or the SSJ Contractor requires.
- (b) The SSJ Contractor must provide the Principal's Representative with an agenda prepared in consultation with the Principal's Representative for each meeting of the Management Review Group no less than 48 hours prior to each meeting.
- (c) The agenda must include:
 - (i) the minutes of the most recent risk management meeting, together with the current Risk Register;
 - (ii) any issues referred to the Management Review Group by the Completion Steering Committee;
 - (iii) full details of all Excluded Claims issued by the SSJ Contractor in the period since the last meeting of the Management Review Group; and
 - (iv) the register of potential claims described in clause 23.4.
- (d) The Principal's Representative will be the chairperson for meetings of the Management Review Group.
- (e) The Principal's Representative must give all members of the Management Review Group (and any other person nominated by the Principal's Representative) minutes of the meeting within 48 hours after the meeting.

14.23 **Completion Steering Committee**

- (a) Within 3 months of the date of this Contract, the parties must establish a Completion Steering Committee.
- (b) The Completion Steering Committee will consist of:
 - (i) the Principal's Representative;
 - (ii) the SSJ Contractor's Representative;
 - (iii) the Independent Certifier's Representative; and
 - (iv) such other persons as the parties may agree from time to time.
- (c) The role of the Completion Steering Committee is to:
 - (i) provide leadership on matters relating to Completion and handover of the Project Works;
 - (ii) approve processes and procedures prepared by the Completion Working Group;

- (iii) consider issues referred to it by the Completion Working Group;
 - (iv) refer any significant issues to the Management Review Group for resolution; and
 - (v) such other roles and functions as may be agreed by the parties.
- (d) The Completion Steering Committee must meet:
- (i) at least once every 2 months; and
 - (ii) at such other times as the parties may agree,
- until the achievement of Completion of the last Portion.

14.24 Completion Working Group

- (a) Within 3 months of the date of this Contract, the parties must establish a Completion Working Group.
- (b) The Completion Working Group will consist of:
 - (i) the Principal's Representative;
 - (ii) any nominees of the Principal's Representative;
 - (iii) the SSJ Contractor's Representative;
 - (iv) any nominees of the SSJ Contractor's Representative; and
 - (v) such other persons as the parties may agree from time to time.
- (c) The role of the Completion Working Group is to:
 - (i) provide a collaborative forum through which the parties can:
 - (A) plan and agree procedures for completion and handover of the Project Works;
 - (B) plan and agree the process for the progressive submission of records and documentation required for Construction Completion and Completion of each Portion;
 - (C) monitor the status of activities and tasks that must be completed in order to achieve Construction Completion and Completion of each Portion;
 - (D) identify issues which may adversely impact upon the achievement of Construction Completion or Completion of any Portion by the applicable Date for Construction Completion or Date for Completion (as applicable); and
 - (E) consider the Recovery Plans submitted by the SSJ Contractor to the Principal's Representative in accordance with clause 15.5(b)(ii) and provide feedback;

- (ii) report to the Completion Steering Committee on matters relating to completion and handover of the Project Works; and
 - (iii) such other roles and functions as may be agreed by the parties.
- (d) The Completion Working Group must meet:
- (i) at least once each month; and
 - (ii) at such other times as the parties may agree,
- until the achievement of Completion of the last Portion.

14.25 Legal effect of meetings

- (a) Subject to clause 14.25(b), the Management Review Group, the Completion Steering Committee and the Completion Working Group are consultative and advisory only and nothing which occurs during or as part of the process of a meeting, no resolution or communication at any meeting (nor minutes recording any resolution or communication) of any such group will:
- (i) limit or otherwise affect the rights or obligations of either party under this Contract, any Approved Subcontract or otherwise according to Law;
 - (ii) entitle a party to make any Claim against the other;
 - (iii) relieve a party from, or alter or affect, a party's liabilities or responsibilities whether under this Contract or otherwise according to law;
 - (iv) prejudice a party's rights against the other whether under this Contract or otherwise according to law; or
 - (v) be construed as or amount to a direction by the Principal or the Principal's Representative unless and until a separate direction is given to the SSJ Contractor in writing by the Principal's Representative.
- (b) A determination of the Management Review Group made in accordance with clause 14.21(d) will be binding on the parties.

14.26 Quarterly whole of project reviews

- (a) In each quarter in a calendar year at any time prior to the expiry of the final Defects Correction Period, the Principal may require that the SSJ Contractor attend and participate in one or more meetings with the Principal and its other contractors for Sydney Metro City & Southwest.
- (b) The purpose of the meetings in clause 14.26(a) is for the Principal, the SSJ Contractor and the Principal's other contractors to work together in good faith on a co-operative and collaborative basis to identify and consider:
- (i) issues and potential issues that have, or which may have, an adverse impact upon the successful delivery of Sydney Metro City & Southwest or any part of Sydney Metro City & Southwest;
 - (ii) solutions to such issues or potential issues which may mitigate, remedy or avoid any adverse impact upon the successful delivery of Sydney Metro City & Southwest or any part of Sydney Metro City & Southwest;

- (iii) improvements that can be implemented to save time, reduce cost or improve the quality of Sydney Metro City & Southwest or any part of Sydney Metro City & Southwest;
 - (iv) the manner in which any such solutions and improvements can be implemented; and
 - (v) any other matters that the Principal may require.
- (c) If the Principal requires the SSJ Contractor to attend and participate in any meeting contemplated by clause 14.26(a), the Principal's Representative must provide the SSJ Contractor with at least 10 Business Days prior written notice of any such meeting.
- (d) If the Principal's Representative provides the SSJ Contractor with a notice under clause 14.26(b), the SSJ Contractor must ensure that the following personnel attend and participate in the meeting:
- (i) the SSJ Contractor's Representative;
 - (ii) representatives of any of the SSJ Contractor's Subcontractors which the Principal's Representative reasonably requires; and
- any other person the Principal's Representative reasonably requires.

14.27 Independent Property Impact Assessment Panel

- (a) The SSJ Contractor acknowledges that the Principal has established an Independent Property Impact Assessment Panel for the Project in accordance with the requirements of the Planning Approval.
- (b) The SSJ Contractor must (at its cost):
- (i) cooperate with the Independent Property Impact Assessment Panel and provide the Independent Property Impact Assessment Panel with any assistance, information or documentation that the Independent Property Impact Assessment Panel may reasonably require in order to carry out its functions;
 - (ii) permit the Independent Property Impact Assessment Panel to access the Construction Site and inspect the SSJ Contractor's Activities provided that the SSJ Contractor is given reasonable prior written notice and the members of the Independent Property Impact Assessment Panel comply with the SSJ Contractor's reasonable work health and safety procedures; and
 - (iii) attend any meeting of the Independent Property Impact Assessment Panel that it is requested to attend by the Principal's Representative or the chairperson of the Independent Property Impact Assessment Panel provided that the SSJ Contractor is given reasonable prior written notice of any such meeting.

■ [REDACTED]

15. TIME AND PROGRESS

15.1 Rate of Progress

- (a) The SSJ Contractor must:
 - (i) start to perform its obligations under this Contract from the date of this Contract;
 - (ii) regularly and diligently progress the SSJ Contractor's Activities in accordance with this Contract to ensure that:
 - (A) Construction Completion of each Portion is achieved by the relevant Date for Construction Completion for the Portion; and
 - (B) Completion of each Portion is achieved by the relevant Date for Completion for the Portion.
- (b) Without limiting its rights under the SOP Act, the SSJ Contractor must not suspend the progress of the whole or any part of the SSJ Contractor's Activities except where directed by a court or by the Principal's Representative under clauses 7.6(a)(vi) or 15.13.
- (c) Without limiting clauses 15.1(d), 15.1(k) or clause 15.15, the SSJ Contractor must give the Principal's Representative reasonable advance notice of any information, documents or directions required by the SSJ Contractor to carry out the SSJ Contractor's Activities in accordance with this Contract.
- (d) The Principal and the Principal's Representative will not be obliged to furnish information, documents or directions earlier than the Principal or the Principal's Representative, as the case may be, should reasonably have anticipated at the date of this Contract.
- (e) The Principal's Representative may, by written notice expressly stated to be pursuant to this clause 15.1, direct in what order and at what time the various stages or parts of the SSJ Contractor's Activities must be performed.
- (f) If, in relation to a direction under clause 15.1(e):
 - (i) the SSJ Contractor can reasonably comply with the direction, the SSJ Contractor must do so;
 - (ii) the SSJ Contractor cannot reasonably comply with the direction, the SSJ Contractor must notify the Principal's Representative in writing, giving reasons.
- (g) For the avoidance of doubt, no direction by the Principal's Representative will constitute a direction under clause 15.1(e) unless the direction is in writing and expressly states that it is a direction under clause 15.1(e).
- (h) If the SSJ Contractor considers that compliance with a written direction expressly stated to be pursuant to this clause 15.1 will or is likely to require the SSJ Contractor to undertake more or less Reimbursable Work, Design Work or Preliminaries than otherwise would have been incurred, the SSJ Contractor must, as a condition precedent of any entitlement to make a Claim promptly, and within 5 Business Days after first receipt of such direction and in any event before following the written direction, notify the Principal's Representative of such.

- (i) The SSJ Contractor will have no Claim against the Principal in relation to a written direction under this clause 15.1 if it does not comply with clause 15.1(h).
- (j) If the SSJ Contractor has complied with the conditions in clause 15.1(h), the difference will be dealt with as if it was a Change except:
 - (i) the SSJ Contractor will have no entitlement to Claim an extension of time under clause 15.8 in respect of the direction; and
 - (ii) the SSJ Contractor will have no entitlement to a Change where the direction was necessary because of, or arose out of or in any way in connection with, a failure by the SSJ Contractor to comply with its obligations under this Contract.
- (k) The SSJ Contractor will not be entitled to make, and the Principal will not be liable upon, any other Claim, arising out of or in any way in connection with any direction pursuant to this clause 15.1.

15.2 **SSJ Contractor's Programming Obligations**

The SSJ Contractor must:

- (a) prepare and provide a SSJ Contractor's Program that complies with and includes the details required by this Contract and any requirements of the Principal's Representative;
- (b) submit the SSJ Contractor's Program to the Principal's Representative for its review in accordance with clause 15.2(a) within the earlier of:
 - (i) 20 Business Days of the date of this Contract; or
 - (ii) any time required by the MRs;
- (c) when directed to do so by the Principal's Representative, prepare and submit to the Principal's Representative specific detailed programs and schedules for the SSJ Contractor's Activities within 5 Business Days of receipt of such a direction;
- (d) update, revise and submit to the Principal's Representative an updated SSJ Contractor's Program:
 - (i) to allow for delays to non-critical activities, extensions of time granted by the Principal's Representative to any Date for Construction Completion, the actual progress made by the SSJ Contractor, Changes and any other changes to the SSJ Contractor's Activities but excluding claims for extensions of time to any Date for Construction Completion which have been submitted by the SSJ Contractor to the extent that they have not been granted by the Principal's Representative;
 - (ii) to take account of any Recovery Plan submitted by the SSJ Contractor; and
 - (iii) on a monthly basis or whenever directed to do so by the Principal's Representative;
- (e) prepare and provide for the Principal's Representative's information only, versions of all SSJ Contractor's Programs prepared in accordance with clause 15.2(d) that also allow for those claims for an extension of time to any Date for Construction Completion that have been made by the SSJ Contractor in accordance with

clause 15.8 but to which the Principal's Representative has not yet responded in accordance with clause 15.10;

- (f) comply with the requirements of the Principal's Representative and its other obligations under this Contract in preparing and using programs, including the requirements in clause 14.11; and
- (g) not depart without reasonable cause from the current version of the SSJ Contractor's Program that has been submitted to the Principal's Representative for review under clause 15.2(a) and not been rejected by the Principal's Representative within 15 Business Days.

15.3 **SSJ Contractor not Relieved**

Without limiting clauses 14.11 and 15.2, no submission of, review of or comment upon, acceptance or rejection of, or any failure to review or comment upon or reject, a program (including the SSJ Contractor's Program) prepared by the SSJ Contractor, by the Principal's Representative in connection with the program, will:

- (a) relieve the SSJ Contractor from or alter its liabilities or obligations under this Contract, including the obligation under clause 15.1;
- (b) evidence or constitute notification of a delay or the claiming of or the granting of an extension of time to any Date for Construction Completion or a direction by the Principal's Representative to compress, disrupt, prolong or vary any, or all, of the SSJ Contractor's Activities; or
- (c) affect the time for the performance of the Principal's or the Principal's Representative's obligations under this Contract, including obliging the Principal or the Principal's Representative to do anything earlier than is necessary to enable the SSJ Contractor to achieve Construction Completion of a Portion by the Date for Construction Completion of the Portion or Completion of a Portion by the Date for Completion of the Portion.

15.4 **Importance of Completion on Time**

The SSJ Contractor acknowledges:

- (a) the importance of complying with its obligations under clause 15.1 to enable the Operator, or any other party elected by the Principal, to carry out the work required under its contract with the Principal in order that operations of Sydney Metro City & Southwest may commence, including so as to allow the Principal to pursue improved public transport in Sydney;
- (b) that a Date for Construction Completion of any Portion will only be extended in accordance with clause 15.10 or clause 15.12, or when so determined under clause 20; and
- (c) that a Date for Completion of any Portion will not be extended for any reason.

15.5 **Risk and Notice of Delay**

- (a) Except as expressly provided for in clause 15.10, the SSJ Contractor accepts the risk of all delays in, and disruption to, the carrying out of the SSJ Contractor's Activities and performance of its obligations under this Contract both before and after any Date for Construction Completion or any Date for Completion (as applicable).

- (b) The SSJ Contractor must:
 - (i) within 10 Business Days after the SSJ Contractor first becoming aware (or when it ought reasonably to have first become aware) of the commencement of an occurrence causing any delay or which is likely to cause delay, give the Principal's Representative written notice of:
 - (A) any delay or likely delay to the carrying out of the SSJ Contractor's Activities;
 - (B) details of the cause;
 - (C) how any Date of Construction Completion or Date of Completion (as applicable) is likely to be affected (if at all); and
 - (ii) as soon as reasonably practicable, give the Principal's Representative the SSJ Contractor's Recovery Plan for recovery of the delay in accordance with clause 15.6.
- (c) If the Principal reasonably believes that the SSJ Contractor will be, or has been, delayed in achieving Construction Completion by the Date for Construction Completion or Completion by the Date for Completion, then the Principal may give notice to that effect to the SSJ Contractor, and the SSJ Contractor must as soon as reasonably practicable give the Principal the SSJ Contractor's Recovery Plan for recovery of the delay in accordance with clause 15.6.

15.6 Recovery Plan

- (a) Each Recovery Plan which the SSJ Contractor must provide pursuant to clause 15.5 must:
 - (i) describe the actions and measures which the SSJ Contractor will diligently pursue to remedy or mitigate all delay and to ensure the SSJ Contractor achieves Construction Completion by the Date for Construction Completion or Completion by the Date for Completion; or
 - (ii) contain a proposed updated SSJ Contractor's Program.
- (b) Each Recovery Plan will be reviewed by:
 - (i) the Principal's Representative under clause 14.11; and
 - (ii) the Completion Working Group under clause 14.24.
- (c) The SSJ Contractor must implement and comply with its Recovery Plan subject to any comments on that plan provided by the Completion Working Group under clause 14.24 and compliance with the review procedures under clause 14.11.
- (d) The SSJ Contractor will not be relieved of any liability or responsibility under this Contract or otherwise at law arising out of or in connection with:
 - (i) any comments given by the Completion Working Group or the Principal's Representative on review of the Recovery Plan; or
 - (ii) the implementation of any Recovery Plan in respect of which the Completion Working Group or the Principal's Representative has or has not given comments.

- (e) The SSJ Contractor may not make any Claim against the Principal arising out of or in connection with any comments by the Completion Working Group or the Principal's Representative on review of the Recovery Plan or any Loss suffered or incurred by the SSJ Contractor in preparing, or complying with, a Recovery Plan.

15.7 Entitlement to Claim Extension of Time

- (a) If the SSJ Contractor is, or will be, delayed on or prior to the Date for Construction Completion of a Portion, by reason of an Extension Event in a manner that will delay it from achieving Construction Completion of a Portion by the Date for Construction Completion of the Portion, the SSJ Contractor may claim an extension of time to the relevant Date for Construction Completion.
- (b) If the SSJ Contractor is, or will be, delayed after the Date for Construction Completion of a Portion, by reason of Extension Events (a), (b), (c), (i), (m) or (n) in a manner which will delay it in achieving Construction Completion of a Portion, the SSJ Contractor may claim an extension of time to the relevant Date for Construction Completion.

15.8 Claim for Extension of Time

- (a) To claim an extension of time the SSJ Contractor must:
 - (i) within 10 Business Days after first becoming aware (or when it ought reasonably to have first become aware of) the commencement of the occurrence causing the delay, submit a written notice of its intention to claim for an extension to the Date for Construction Completion of the Portion, which:
 - (A) gives details of the delay and the occurrence causing the delay; and
 - (B) states the number of days for which the extension of time is to be claimed;
 - (ii) within 10 Business Days after the SSJ Contractor's notice issued under clause 15.8(a)(i), submit a written claim to the Principal's Representative for an extension to the Date for Construction Completion of the Portion, which:
 - (A) gives detailed particulars of the delay and the occurrence causing the delay; and
 - (B) states the number of days for which the extension of time is claimed together with the basis of calculating that period, including evidence that:
 - (aa) the delay involves an activity which is critical to the maintenance of progress in the execution of the SSJ Contractor's Activities and which will delay it in achieving Construction Completion of the Portion in the manner described in clause 15.9(a)(iii); and
 - (bb) the conditions precedent to an extension of time in clause 15.9 have been met; and
 - (iii) if the effects of the delay continue for more than 20 Business Days from the date of the SSJ Contractor's notice issued under clause 15.8(a)(i) and the

SSJ Contractor wishes to claim an extension of time in respect of the further delay, submit a further written claim to the Principal's Representative:

- (A) every 10 Business Days after the first written claim made under clause 15.8(a)(ii), until 5 Business Days after the end of the effects of the delay; and
 - (B) containing the information required by paragraph 15.8(a)(ii).
- (h) The Principal's Representative may, within 10 Business Days after receiving the SSJ Contractor's claim or further claim for an extension of time for Construction Completion, by written notice to the SSJ Contractor, request additional information in relation to the claim or further claim.
- (i) The SSJ Contractor must, within 10 Business Days after receiving a notice under clause 15.7(b), provide the Principal's Representative with the information requested.

15.9 **Conditions Precedent to Extension of Time**

- (a) Subject to clause 15.14(h), it is a condition precedent to the SSJ Contractor's entitlement to an extension of time that:
- (i) the SSJ Contractor gives the notices and claims required by clauses 15.5(b) and 15.8(a) as required by those clauses in relation to the Extension Event;
 - (ii) the cause of the delay is beyond the reasonable control of the SSJ Contractor; and
 - (iii) the SSJ Contractor is actually, or will be, delayed in achieving Construction Completion:
 - (A) on or prior to the Date for Construction Completion of a Portion, by reason of one or more Extension Events in the manner described in clause 15.7(a); or
 - (B) after the Date for Construction Completion of a Portion, by reason of an act or omission of the Principal and the Principal's Representative (including any breach of contract or Change directed by the Principal's Representative) but excluding any act or omission of the Principal or the Principal's Representative authorised or permitted by the Contract in the manner described in clause 15.7(b).
- (b) If the SSJ Contractor fails to comply with the conditions precedent in clause 15.9(a):
- (i) the Principal will not be liable upon any Claim by the SSJ Contractor; and
 - (ii) the SSJ Contractor will be absolutely barred from making any Claim against the Principal,
- arising out of or in any way in connection with the event giving rise to the delay and the delay involved.

15.10 **Extension of Time**

- (a) Subject to clauses 15.11 and 15.14, if the conditions precedent in clause 15.9(a) have been satisfied, the Principal's Representative must extend the Date for Construction Completion of a Portion by a reasonable period, such period to be stated by the Principal's Representative, and notified to the Principal and the SSJ Contractor within 15 Business Days after:
 - (i) the latest of the:
 - (A) SSJ Contractor's written claim under clause 15.8; and
 - (B) provision by the SSJ Contractor of any additional information regarding the claim required under clause 15.8; and
 - (C) date of the meeting of the Management Review Group at which the SSJ Contractor's written claim was considered by the Management Review Group; or
 - (ii) where the Principal's Representative has given the SSJ Contractor a direction to compress under clause 15.14 and subsequently issues a notice under clause 15.14 withdrawing the direction to compress given under clause 15.14, the date of issue of the notice withdrawing the compression.
- (b) A failure of the Principal's Representative to grant a reasonable extension of time to the Date for Construction Completion or to grant an extension of time to the Date for Construction Completion within the relevant 15 Business Day period will not cause an affected Date for Construction Completion to be set at large, but nothing in this clause 15.10 will prejudice any right of the SSJ Contractor to damages.
- (c) The parties agree that if the Management Review Group determines the SSJ Contractor's claim in accordance with clauses 14.21(c) and (d), the Principal's Representative will extend the Date for Construction Completion of a Portion as determined by the Management Review Group.

15.11 Reduction in Extension of Time

In respect of each claim for an extension of time under clause 15.8(a), the SSJ Contractor's entitlement to an extension of time will be reduced by the extent to which the SSJ Contractor:

- (a) could have lessened or avoided the delay if it had taken all reasonable steps both to preclude the cause of the delay and to avoid or minimise the consequences of the delay, including the expenditure of reasonable sums of money and taking reasonable steps to accommodate or re-schedule within the SSJ Contractor's Program the cause of delay and the SSJ Contractor's Activities affected by the delay; or
- (b) contributed to the delay.

15.12 Unilateral Extensions

- (a) The Principal's Representative may, in its absolute discretion, for any reason and at any time, from time to time by written notice to the SSJ Contractor and the Principal, unilaterally extend the Date for Construction Completion of a Portion by any period specified in a notice to the SSJ Contractor and the Principal. The power to extend the Date for Construction Completion of a Portion under clause 15.12:

- (i) may be exercised whether or not the SSJ Contractor has made, or is entitled to make, a claim for an extension of time to any relevant Date for Construction Completion, or is entitled to be, or has been, granted an extension of time to any relevant Date for Construction Completion, under clause 15.8;
 - (ii) subject to clause 15.12(a)(iii), may only be exercised by the Principal's Representative and the Principal's Representative is not required to exercise its discretion under this clause 15.12(a) for the benefit of the SSJ Contractor;
 - (iii) without limiting clause 14.1(a), may be exercised or not exercised (as the case may be) by the Principal's Representative in accordance with the directions of the Principal; and
 - (iv) is not a direction which can be the subject of a Dispute pursuant to clause 20 or in any other way opened up or reviewed by any other person (including the Expert or any arbitrator or court).
- (b) If the Principal's Representative gives the SSJ Contractor a direction to compress under clause 15.14 and the direction only applies to part of the delay, the SSJ Contractor's entitlement to any extension of time which it otherwise would have had if that direction had not been given will be reduced to the extent that the direction to compress requires the SSJ Contractor to compress to overcome the delay.

15.13 Suspension

- (a) The Principal's Representative may direct the SSJ Contractor to suspend and, after a suspension has been directed, to re-commence, the carrying out of all or a part of the SSJ Contractor's Activities.
- (b) If the suspension under this clause 15.13 arises in the circumstance set out in clause 3.5(g) then clauses 3.5(g) and 3.5(i) will apply, otherwise where it arises as a result of:
 - (i) the SSJ Contractor's failure to carry out its obligations in accordance with this Contract (including under clauses 9.9 or 9.10 or where the SSJ Contractor otherwise fails to comply with its obligations in relation to engineering authorisation or ASA compliance in accordance with this Contract or where any process, procedure, test method, calculation, analysis or report required by this Contract has resulted in or will result in a non-conformance):
 - (A) the Reimbursable Costs will not include the costs incurred as a result of the suspension;
 - (B) there will be no [REDACTED]
[REDACTED]
[REDACTED]
as a result of the suspension; and
 - (C) the SSJ Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of, or in any way in connection with, the suspension; or

- (ii) a cause other than the SSJ Contractor's failure to perform its obligations in accordance with this Contract:
 - (A) a direction to suspend under this clause 15.13 will entitle the SSJ Contractor to an extension of time to any relevant Date for Construction Completion where it is otherwise so entitled under clause 15;
 - (B) to the extent a direction to suspend requires the SSJ Contractor to carry out more Reimbursable Work, Design Work or Preliminaries than the SSJ Contractor would otherwise have done as a result of complying with the direction to suspend, the SSJ Contractor may notify the Principal of its estimate of any [REDACTED]
[REDACTED]
[REDACTED] for complying with the direction, including sufficient information to support the estimate;
 - (C) if a notice is given under clause 15.13(b)(ii)(B), clause 5 will apply in respect of [REDACTED]
[REDACTED]
[REDACTED] (to the extent the Principal does not agree with the SSJ Contractor's estimate under clause 15.13(b)(ii)(B)); and
 - (D) the SSJ Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of, or in any way in connection with, the suspension other than as allowed under this clause 15.13(b)(ii).

15.14 Compression

- (a) If the SSJ Contractor makes a claim under clause 15.8, the Principal's Representative may direct the SSJ Contractor to compress the SSJ Contractor's Activities by taking those measures which are necessary to overcome or minimise the extent and effects of some or all of the delay, which may include taking the measures necessary in order to achieve Construction Completion of a Portion by its Date for Construction Completion.
- (b) The Principal's Representative will have the right to direct that the SSJ Contractor's Activities be compressed by means of overtime, additional crews, additional shifts, resequencing of the SSJ Contractor's Activities, or otherwise, whether or not the SSJ Contractor's Activities are progressing without delay or in accordance with the SSJ Contractor's Program.
- (c) Prior to carrying out any compression of the SSJ Contractor's Activities, the SSJ Contractor must provide a plan for such compression, including the methodology required for an effective and economical compression of the SSJ Contractor's Activities and, where the compression is pursuant to a direction under this clause 15.14, an estimate of [REDACTED]
[REDACTED] for complying with the direction, including sufficient information to support the estimate.
- (d) Clause 5 will apply in respect of [REDACTED]
[REDACTED]

[REDACTED] (to the extent the Principal does not agree with the SSJ Contractor's estimate under clause 15.14(c)).

- (e) Despite clause 15.14(a), the Principal's Representative may give such a direction whether or not the cause of delay for which the SSJ Contractor has made its claim under clause 15.8 entitles the SSJ Contractor to an extension of time to any relevant Date for Construction Completion.
- (f) The Principal's Representative may at any time by notice in writing withdraw any direction given by it under clause 15.14, after which the SSJ Contractor will be entitled to any extension of time to which it may have otherwise been entitled in respect of the cause of delay in respect of which the SSJ Contractor made a claim under clause 15.8.
- (g) Any extension in accordance with clause 15.14(f) will be determined having regard to the effect which the acceleration of the SSJ Contractor's Activities taken by the SSJ Contractor prior to the withdrawal of the direction has had on mitigating the delay which is the subject of the claim for an extension of time made by the SSJ Contractor under clause 15.8.
- (h) [REDACTED]
- (i) The SSJ Contractor will not be entitled to make any Claim, and releases and waives any entitlement it may have to a Claim, against the Principal in respect of any compression of the SSJ Contractor's Activities, except as provided for under this clause 15.14.

15.15 Compression by SSJ Contractor

If the SSJ Contractor chooses to compress the SSJ Contractor's Activities or otherwise accelerate progress:

- (a) neither the Principal nor the Principal's Representative will be obliged to take any action to assist or enable the SSJ Contractor to achieve Construction Completion of a Portion before the Date for Construction Completion of the Portion or Completion of a Portion before the Date for Completion of the Portion;
- (b) the time for carrying out the obligations of the Principal or the Principal's Representative will not be affected; and
- (c) the SSJ Contractor does so at its own cost and risk.

15.16 Milestones

The SSJ Contractor must use its best endeavours to achieve each Milestone by the Original Milestone Date.

16. PAYMENT

16.1 Principal's payment obligation for design and construction

- (a) Subject to clause 16.3(b) and to any other right to set-off that the Principal may have, the Principal will pay the SSJ Contractor in progressive payments as follows:
- (i) Reimbursable Costs, relating to the Reimbursable Work which has been carried out in the relevant month, including the applicable Self-Performed Margin, will be paid monthly; and
 - (ii) the:
 - (A) Design Fee (Delivery Phase) relating to the Design Work which has been carried out in the relevant month, will be paid monthly;
 - (B) Design Fee (Signalling) will be paid monthly;
 - (C) Design Fee (Target Cost Development Phase) will be paid in monthly instalments in accordance with the provisions of Schedule F1;
 - (D) Preliminaries Fee will be paid in monthly instalments in accordance with the provisions of Schedule F1;
 - (E) Management Fee will be paid in monthly instalments in accordance with the provisions of Schedule F1;
 - (F) Management Fee (Provisional Sums) will be paid monthly;
 - (G) Target Cost Development Phase Site Investigations Fee will be paid in monthly instalments in accordance with the provisions of Schedule F1;
 - (H) At-Risk Amount (if any) will be paid on satisfaction of the conditions in clause 16.13(b);
 - (I) [REDACTED] (if any) will be paid in accordance with clause 4.2(d);
 - (J) KPI Incentive (if any) under Schedule F6 will be paid in instalments in accordance with the provisions of Schedule F6;
 - (K) Cost Incentive (if any) under clause 16.11(a) can only be claimed with the Payment Claim made under clause 16.11; and
 - (L) Early Completion Payment (if any) under Schedule A2 can only be claimed with the Payment Claim made under clause 16.11.
- (b) Schedules F1 and F6 may set out (among other things):
- (i) those parts of the SSJ Contractor's Activities which must be completed before the SSJ Contractor may claim a progressive payment with respect to that part;
 - (ii) the payment the SSJ Contractor may claim for each progressive payment;
 - (iii) any limitations or other constraints on the SSJ Contractor's ability to make claims for payment; and
 - (iv) the restrictions (if any) on the timing and sequencing of the SSJ Contractor's Activities with which the SSJ Contractor must comply.

- (c) Clause 16.2(k) sets out further payment constraints that are to apply.

16.2 Payment Claims

- (a) The SSJ Contractor must give the Principal's Representative a claim for payment on account of all amounts then payable by the Principal to the SSJ Contractor under the Contract (**Payment Claim**) on the following dates:
 - (i) on the twenty-fifth day of each month (or if this day is not a Business Day, the next Business Day after this day); and
 - (ii) 30 Business Days after:
 - (A) the issue of a Notice of Completion for the last Portion to reach Completion; and
 - (B) the expiry of the final Defects Correction Period.
- (b) For each claim made under clause 16.2(a) the SSJ Contractor must:
 - (i) give the Principal's Representative:
 - (A) a claim in a format required by the Principal's Representative (including electronic format) showing the amount the SSJ Contractor claims on account of:
 - (aa) the Reimbursable Costs (distinguishing Reimbursable Costs relating to Provisional Sum Work) payable to:
 - (a) Subcontractors; and
 - (b) the SSJ Contractor;
 - (bb) the Design Fee;
 - (cc) the Design Fee (Signalling)
 - (dd) the Preliminaries Fee;
 - (ee) the Management Fee;
 - (ff) the Management Fee (Provisional Sums);
 - (gg) the Target Cost Development Phase Site Investigations Fee;
 - (hh) the At-Risk Amount (if any);
 - (ii) [REDACTED] (if any) will be paid in accordance with clause 4.2(d);
 - (jj) the KPI Incentive (if any);
 - (kk) the Cost Incentive (if any);
 - (ll) the Early Completion Payment (if any); and
 - (mm) other amounts payable under the Contract by the Principal to the SSJ Contractor; and

- (B) where the Principal has given notice under clause 16.15(g)(iv), a valid tax invoice for any taxable supplies to which the payment relates; and
- (ii) in the case of the payment claims issued after:
 - (A) the issue of a Notice of Completion for the last Portion to reach Completion; and
 - (B) the expiration of the final Defects Correction Period,
comply with clause 16.2(m).
- (c) Each claim for payment must set out or attach (to a standard directed by the Principal from time to time) sufficient details, calculations, supporting documentation and any other information required by the Principal in respect of all amounts claimed by the SSJ Contractor:
 - (i) to enable the Principal's Representative to fully and accurately determine (without needing to refer to any other documentation or information) the amounts then payable by the Principal to the SSJ Contractor under the Contract and by the SSJ Contractor to the Principal; and
 - (ii) including any such documentation or information which the Principal's Representative may by written notice from time to time require the SSJ Contractor to set out or attach, whether in relation to a specific payment or not.
- (d) The Principal's Representative must, on behalf of the Principal, within 10 Business Days of receipt of the SSJ Contractor's claim under clause 16.2(a), issue to the SSJ Contractor and the Principal, a payment schedule stating the amount (if any) which the Principal's Representative believes to be then payable by the Principal to the SSJ Contractor under this Contract and which the Principal proposes to pay to the SSJ Contractor or the amount which the Principal's Representative believes to be then payable by the SSJ Contractor to the Principal, including details of the calculation of the progress amount.
- (e) In issuing a payment schedule the Principal's Representative:
 - (i) may deduct from the amount which would otherwise be payable to the SSJ Contractor any amount which the Principal is entitled to retain, deduct, withhold or set-off under this Contract, including any amount which the Principal is entitled to set-off or withhold under clause 16.8; and
 - (ii) must if the payment schedule shows an amount less than the amount claimed by the SSJ Contractor in the progress claim, set out in the payment schedule why the amount is less and if the reason for the difference is that the Principal has retained, deducted withheld or set-off payment for any reason, the reason for the retention, deduction, withholding or setting-off of payment.
- (f) If the SSJ Contractor does not give the Principal's Representative a progress claim at a time required by clause 16.2(a), the Principal's Representative may nevertheless (but is not obliged to) issue a payment schedule as if a progress claim was made at the time required.

- (g) A payment schedule issued under clause 16.2(d) or 16.2(f) will separately identify the sum of the amounts due on account of the:
- (i) the Reimbursable Costs payable to:
 - (A) Subcontractors; and
 - (B) the SSJ Contractor;
 - (ii) the Design Fee;
 - (iii) the Design Fee (Signalling);
 - (iv) the Preliminaries Fee;
 - (v) the Management Fee;
 - (vi) the Management Fee (Provisional Sums);
 - (vii) the Target Cost Development Phase Site Investigations Fee;
 - (viii) the At-Risk Amount (if any);
 - (ix) [REDACTED] (if any) will be paid in accordance with clause 4.2(d);
 - (x) the KPI Incentive (if any);
 - (xi) the Cost Incentive (if any);
 - (xii) the Early Completion Payment (if any); and
 - (xiii) other amounts payable under the Contract by the Principal to the SSJ Contractor.
- (h) Where the Principal has given notice under clause 16.15(g)(iv), if the amount set out in a payment schedule issued under clause 16.2(d) is different to the amount in the SSJ Contractor's progress claim or if the Principal's Representative issues a payment schedule under clause 16.2(f), the SSJ Contractor must, within 2 Business Days of receiving the payment schedule, issue a revised tax invoice or adjustment note (as the case may be) to the Principal to reflect the amount in the payment schedule.
- (i) Within 15 Business Days of the date of the SSJ Contractor's progress claim in accordance with clause 16.2(a) or within 5 Business Days of the issue of a payment schedule in accordance with clause 16.2(f):
- (i) where the payment schedule provides that an amount is payable by the Principal to the SSJ Contractor, but subject to clauses 16.6, 16.7, 16.8 and 20.12 and Schedules F2 and F6, the Principal must pay the SSJ Contractor the progress payment due to the SSJ Contractor as certified in the payment schedule; and
 - (ii) where the payment schedule provides that an amount is payable by the SSJ Contractor to the Principal, the SSJ Contractor must pay the Principal the amount due to the Principal as certified in the payment schedule.

- (j) If the SSJ Contractor lodges a progress claim earlier than at the times specified under clause 16.2(a), the Principal's Representative will not be obliged to issue the payment schedule in respect of that progress claim earlier than it would have been obliged had the SSJ Contractor submitted the progress claim in accordance with this Contract.
- (k) Despite any other provisions of this Contract to the contrary, the amount of any progress claim to which the SSJ Contractor is entitled in relation to this Contract and the amount to be allowed by the Principal's Representative in any payment schedule issued under clause 16.2(d) as the amount payable to the SSJ Contractor arising out of or in any way in connection with this Contract will:
 - (i) not include the following amounts:
 - (A) any amount which this Contract provides cannot be claimed or is not payable because of the failure by the SSJ Contractor to take any action (including to give any notice to the Principal or the Principal's Representative);
 - (B) any amount which represents unliquidated damages claimed against the Principal (whether for breach of contract, in tort or otherwise);
 - (C) any amount which this Contract provides is not payable until certain events have occurred or conditions have been satisfied, to the extent those events have not occurred or those conditions have not been satisfied (including any events identified in the Schedules F2 and F6);
 - (D) any amount in respect of which the obligation of the Principal to make payment has been suspended under this Contract;
 - (E) any amount in respect of which the SSJ Contractor has failed to provide supporting information as required by this Contract; or
 - (F) any amount for work which is not in accordance with this Contract;
 - (ii) deduct the following amounts:
 - (A) any amounts which have become due from the SSJ Contractor to the Principal under this Contract; and
 - (B) any amounts which the Principal is entitled under this Contract to retain, deduct, withhold or set-off against the progress claim, including under clauses 16.5, 16.6 or 16.9;
 - (iii) in determining amounts to be excluded or deducted under clauses 16.2(k)(i) and 16.2(k)(ii), have regard to matters or circumstances occurring at any time before the date that the determination is being made; and
 - (iv) be determined having regard to the amounts payable in accordance with Schedule F1.
- (l) Failure by the Principal's Representative to set out in a payment schedule an amount which the Principal is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to the SSJ Contractor by the Principal will not prejudice the Principal's right to subsequently exercise its right to retain, deduct, withhold or set-off any amount under this Contract.

- (m) The SSJ Contractor must include in the payment claim lodged by it after:
 - (i) the issue of a Notice of Completion for the last Portion to reach Completion; and
 - (ii) the expiration of the final Defects Correction Period,

all Claims (excluding third party claims for death, injury or property damage of which the SSJ Contractor is unaware (and ought not reasonably to have been aware)) that the SSJ Contractor wishes to make against the Principal in respect of any fact, matter or thing arising out of, or in any way in connection with, the SSJ Contractor's Activities, the Project Works or this Contract which occurred:

 - (iii) in the case of the payment claim referred to in clause 16.2(m)(i), prior to the date of that payment claim; and
 - (iv) in the case of the payment claim referred to in clause 16.2(m)(ii), in the period between the date of the payment claim referred to in clause 16.2(m)(i) and the date of the payment claim.
- (n) The SSJ Contractor releases the Principal from any Claim in respect of any fact, matter or thing arising out of, or in any way in connection with, the SSJ Contractor's Activities, the Project Works or this Contract that occurred prior to the date of submission of the relevant payment claim referred to in clauses 16.2(m)(i) or 16.2(m)(ii), except for any claim which:
 - (i) has been included in the relevant payment claim which is given to the Principal's Representative within the time required by, and in accordance with, clause 16.2(a); and
 - (ii) has not been barred under another provision of this Contract.
- (o) Where any part of a payment to be made by the Principal to the SSJ Contractor is in respect of work carried out by a Subcontractor, the Principal will pay that part of the payment into the Project Bank Account.
- (p) The SSJ Contractor may only make withdrawals from the Project Bank Account to pay the relevant Subcontractor for work carried out by that Subcontractor that forms part of the relevant Payment Claim.
- (q) Interest on amounts standing to the credit of the Project Bank Account will accrue for the benefit of the Principal.

16.3 Effect of payment schedules and payments

- (a) Neither the issue of a payment schedule under clause 16.2(d), nor the making of any payment pursuant to any such payment schedule, will:
 - (i) constitute the approval of any work or other matter or prejudice any Claim by the Principal or the Principal's Representative;
 - (ii) constitute evidence of the value of any work or an admission of liability or evidence that work has been executed or completed in accordance with this Contract; or
 - (iii) prejudice the right of either party to dispute under clause 20 whether any amount certified as payable in a payment schedule is the amount properly

due and payable (and on determination, whether under clause 20 or as otherwise agreed, of the amount properly due and payable, the Principal or the SSJ Contractor, as the case may be, will be liable to pay the difference between the amount of such payment and the amount which is properly due and payable),

and any payments made pursuant to a payment schedule are payments on account only.

- (b) The Principal's Representative may at any time correct, modify or amend any payment schedule.

16.4 Provision of documentation and other requirements

- (a) The Principal is not obliged to pay the SSJ Contractor any more than █████ of the amount that the Principal's Representative would otherwise have set out in any payment schedule unless the SSJ Contractor has:
 - (i) provided the deeds poll required by clause 1.5;
 - (ii) from commencement of the Delivery Phase, provided certification by the Independent Certifier in the form of Schedule B14 that the parts of the SSJ Contractor's Activities in respect of which any payment is claimed comply with the requirements of this Contract;
 - (iii) provided the Principal with the unconditional undertakings and the Parent Company Guarantee (if any) required under clause 6;
 - (iv) provided the Principal's Representative with:
 - (A) a statutory declaration by the SSJ Contractor, or where the SSJ Contractor is a corporation, by a representative of the SSJ Contractor who is in a position to know the facts attested to, in the form of Schedule B5, made out not earlier than the date of the payment claim;
 - (B) where clause 16.7(q) applies, the statement and the evidence (if any) required to be provided by the SSJ Contractor pursuant to that clause;
 - (C) evidence of compliance with the reporting requirements of section 5 of MR-W and the sustainability reporting requirements under section 9 of MR-SY; and
 - (v) where the Principal has given notice under clause 16.15(g)(iv), provided the Principal's Representative with a tax invoice, revised tax invoice or adjustment note (as applicable) as required under clause 16.2(b)(i)(B) and clause 16.2(h);
 - (vi) in relation to any unfixed plant and materials which the SSJ Contractor proposes to claim in a Payment Claim, provided the evidence and documents required by, and otherwise satisfied the requirements of, clause 16.6;
 - (vii) demonstrated to the Principal's Representative that it has effected and is maintaining, or has procured to be effected the insurances required to be

effected by the SSJ Contractor under clause 18 and (if requested) provided supporting evidence of this to the Principal's Representative;

- (viii) provided such evidence as the Principal's Representative may require that this Contract has been properly executed by or on behalf of the SSJ Contractor and that the SSJ Contractor is bound under this Contract;
 - (ix) subject to clauses 16.4(c), 16.4(d) and 16.4(e), in relation to each tenderer approved by the Principal's Representative pursuant to clause 12.7(a), evidence to the satisfaction of the Principal's Representative of the SSJ Contractor's compliance with clause 12.7 (including the provision of each of the agreements referred to in clause 12.7(a) having been duly stamped (if required by Law)); and
 - (x) done everything else that it is required to do under this Contract before being entitled to make a payment claim or receive payment.
- (b) The Principal is not obliged to pay the SSJ Contractor any more than [REDACTED] of the amount that the Principal's Representative would otherwise have set out in any payment statement unless the SSJ Contractor has provided the updated SSJ Contractor's Program required by clause 15.2.
 - (c) In relation to the SSJ Contractor's first Payment Claim, to satisfy the evidentiary requirements of clause 16.4(a)(vi), the SSJ Contractor must provide evidence of each tenderer engaged pursuant to clause 12.7(a) since the date of this Contract and the date of the first Payment Claim.
 - (d) In relation to the second Payment Claim, to satisfy the evidentiary requirements of clause 16.4(a)(ix), the SSJ Contractor must provide evidence of each tenderer engaged pursuant to clause 12.7(a) since the date of the Payment Claim referred to in clause 16.4(c) and the date of this second Payment Claim.
 - (e) In relation to each subsequent Payment Claim, to satisfy the evidentiary requirements of clause 16.4(a)(viii), the SSJ Contractor must provide evidence of each tenderer engaged pursuant to clause 12.7(a) since the date of the Payment Claim referred to in clause 16.4(d) and the date of that Payment Claim.

16.5 **Payment of Subcontractors, workers compensation and payroll tax**

- (a) If a worker or a Subcontractor obtains a court order in respect of the moneys payable to him, her or it in respect of his, her or its employment on, materials supplied for, or work performed with respect to, the SSJ Contractor's Activities, and produces to the Principal the court order and a statutory declaration that it remains unpaid, the Principal may (but is not obliged to) pay the GST exclusive amount of the order and costs included in the order to the worker or Subcontractor, and the amount paid will be a debt due from the SSJ Contractor to the Principal.
- (b) If the Principal receives notices of:
 - (i) the SSJ Contractor being placed under administration; or
 - (ii) the making of a winding up order in respect of the SSJ Contractor,

the Principal will not make any payment to a worker or Subcontractor without the concurrence of the administrator, provisional liquidator or liquidator, as the case may be.

- (c) If any moneys are shown as unpaid in the SSJ Contractor's statutory declaration under clause 16.4(a)(iv)(A), the Principal may withhold the moneys so shown until the SSJ Contractor provides evidence to the satisfaction of the Principal's Representative that the moneys have been paid to the relevant persons.
- (d) Nothing in this clause 16.5 limits or otherwise affects the Principal's rights under section 175B(7) of the *Workers Compensation Act 1987 (NSW)*, section 18(6) of schedule 2 of the *Payroll Tax Act 2007 (NSW)* and section 127(5) of the *Industrial Relations Act 1996 (NSW)*.

16.6 **Unfixed Plant and Materials**

- (a) Subject to clause 16.6(b), the value of unfixed or off-site plant and materials must not be included in a Payment Claim.
- (b) The SSJ Contractor is only entitled to make a claim for payment for plant or materials intended for incorporation in the Project Works but not yet incorporated, and the Principal is only obliged to make payment for such plant or materials in accordance with clauses 16.4(a) and/or 16.4(c) if:
 - (i) the SSJ Contractor provides evidence of;
 - (A) ownership of the plant or materials;
 - (B) identification and labelling of the plant and materials as the property of the Principal; and
 - (C) adequate and secure storage and protection;
 - (ii) security acceptable to the Principal in the form of the unconditional undertaking in Schedule F3 issued by an Institution approved by the Principal in an amount equal to the payment claimed for the unfixed plant and materials has been provided by the SSJ Contractor to the Principal;
 - (iii) the plant and materials are on the Construction Site or are available for immediate delivery to the Construction Site;
 - (iv) the insurance held and the storage arrangements for the unfixed plant and materials are acceptable to the Principal's Representative;
 - (v) the condition of the unfixed plant and materials has been confirmed in an inspection by the Principal's Representative; and
 - (vi) if the PPS Law applies, the SSJ Contractor has registered a Security Interest in the unfixed plant and materials in favour of the Principal in accordance with clause 22.17.
- (c) The only such unfixed plant or materials to be allowed for in a Payment Schedule are those that have become or (on payment) will become the property of the Principal. Upon a payment against a Payment Schedule that includes amounts for unfixed plant and materials, title to the unfixed plant and materials included will vest in the Principal.
- (d) The security provided in accordance with clause 16.6(b)(ii) will be released once the applicable unfixed plant and materials are incorporated into the Project Works and are fit for their intended purpose.

16.7 **SOP Act**

- (a) Expressions defined or used in the SOP Act have the same meaning for the purposes of this clause (unless the context otherwise requires).
- (b) The SSJ Contractor must ensure that a copy of any written communication it delivers or arranges to deliver to the Principal of whatever nature in relation to the SOP Act, including a payment claim under the SOP Act, is provided to the Principal's Representative at the same time.
- (c) In responding to the SSJ Contractor under the SOP Act, the Principal's Representative also acts as the agent of the Principal.
- (d) If, within the time allowed by the SOP Act for the service of a payment schedule by the Principal, the Principal does not:
 - (i) serve the payment schedule itself; or
 - (ii) notify the SSJ Contractor that the Principal's Representative does not have authority from the Principal to issue the payment schedule on its behalf,

then a payment schedule issued by the Principal's Representative under this Contract which relates to the period relevant to the payment schedule will be taken to be the payment schedule for the purpose of the SOP Act (whether or not it is expressly stated to be a payment schedule).

- (e) Without limiting paragraph (c), the Principal authorises the Principal's Representative to issue payment schedules on its behalf (without affecting the Principal's right to issue a payment schedule itself).
- (f) For the purposes of this Contract, the amount of the progress payment to which the SSJ Contractor is entitled under this Contract will be the amount certified by the Principal's Representative in a payment schedule under clause 16.2 less any amount the Principal may elect to retain, deduct, withhold or set off in accordance with this Contract.
- (g) The SSJ Contractor agrees that:
 - (i) the date prescribed by clause 16.2(a) as the date on which the SSJ Contractor is entitled to make a progress claim is, for the purposes of the SOP Act (including section 8 of the SOP Act), the reference date; and
 - (ii) a progress claim is not a document notifying an obligation on the Principal to make any payment and the Principal will have no liability to make a payment of any amount in respect of a progress claim unless the amount has been included in a payment schedule issued by the Principal's Representative in accordance with clause 16.2(d) or 16.2(f).
- (h) Nothing in this Contract will be construed to:
 - (i) make any act or omission of the Principal in contravention of the SOP Act (including failure to pay an amount becoming due under the SOP Act), a breach of this Contract (unless the Principal would have been in breach of this Contract if the SOP Act had no application); or
 - (ii) subject to paragraph (i), give to the SSJ Contractor rights under this Contract which extend or are in addition to rights given to the SSJ

Contractor by the SOP Act in respect of any act or omission of the Principal in contravention of the SOP Act.

- (i) If the SSJ Contractor suspends the whole or part of the SSJ Contractor's Activities pursuant to the SOP Act, except to the extent (if any) expressly provided under the SOP Act and clause 16.7, the Principal will not be liable for and the SSJ Contractor is not entitled to Claim any Loss suffered or incurred by the SSJ Contractor as a result of the suspension.
- (j) The SSJ Contractor must indemnify and keep indemnified the Principal against all Loss suffered or incurred by the Principal arising out of:
 - (i) a suspension by a Subcontractor of work which forms part of the SSJ Contractor's Activities pursuant to the SOP Act; or
 - (ii) a failure by the SSJ Contractor to comply with its obligations under paragraph (b).
- (k) The SSJ Contractor agrees that for the purposes of section 17(3) of the SOP Act:
 - (i) it has irrevocably chosen the Resolution Institute as the authorised nominating authority to which any adjudication application under the SOP Act in respect of the SSJ Contractor's Activities is to be made; and
 - (ii) the SSJ Contractor must make any adjudication application under the SOP Act to that authorised nominating authority (unless the Principal in its absolute discretion consents to any alternative nominating authority).
- (l) When an adjudication occurs under the SOP Act, and the Principal has paid an adjudicated amount to the SSJ Contractor:
 - (i) the amount will be taken into account by the Principal's Representative in issuing a payment schedule under clause 16.2(d);
 - (ii) if it is subsequently determined pursuant to this Contract that the SSJ Contractor was not entitled under this Contract to payment of some or all of the adjudicated amount that was paid by the Principal (**overpayment**), the overpayment will be a debt due and payable by the SSJ Contractor to the Principal which the SSJ Contractor must pay to the Principal upon demand and in respect of which the SSJ Contractor is not entitled to claim or exercise any set-off, counterclaim, deduction or similar right of defence;
 - (iii) if the adjudicator's determination is quashed, overturned or declared to be void, the adjudicated amount then becomes a debt due and payable by the SSJ Contractor to the Principal upon demand and in respect of which the SSJ Contractor is not entitled to claim or exercise any set-off, counterclaim, deduction or similar right of defence; and
 - (iv) the Principal's Representative:
 - (A) is not bound by the adjudication determination;
 - (B) may reassess the value of the work that was valued by the adjudicator; and
 - (C) may, if it disagrees with the adjudication determination, express its own valuation in any payment schedule.

- (m) Without limiting clause 16.8, the Principal may withhold any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act.
- (n) If the Principal withholds from money otherwise due to the SSJ Contractor any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act, then:
 - (i) the Principal may plead and rely upon Division 2A of the SOP Act as a defence to any claim for the money by the SSJ Contractor from the Principal; and
 - (ii) the period during which the Principal retains money due to the SSJ Contractor pursuant to an obligation under Division 2A of the SOP Act will not be taken into account for the purpose of determining:
 - (A) any period for which money owed by the Principal to the SSJ Contractor has been unpaid; and
 - (B) the date by which payment of money owed by the Principal to the SSJ Contractor must be made.
- (o) The SSJ Contractor agrees not to commence proceedings to recover any amount withheld by the Principal pursuant to a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act.
- (p) Any amount paid by the Principal pursuant to section 26C of the SOP Act will be a debt due from the SSJ Contractor to the Principal.
- (q) If the Principal withholds money pursuant to a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act and the SSJ Contractor:
 - (i) pays the amount claimed to be due under the adjudication application to which the payment withholding claim relates; or
 - (ii) becomes aware that the adjudication application to which the payment withholding claim relates has been withdrawn,

then the SSJ Contractor must so notify the Principal within 5 Business Days of the occurrence of the event in clause 16.7(n)(i) or 16.7(n)(ii) above (as applicable) by providing to the Principal a statement in writing in the form of a statutory declaration together with such other evidence as the Principal may require evidencing that the amount has been paid or the adjudication application has been withdrawn (as the case may be).

16.8 **Right of set-off**

- (a) The Principal's Representative may (on behalf of the Principal) in any payment schedule issued under clauses 16.2(d) or 16.2(f) withhold, set-off or deduct from the money which would otherwise be certified as payable to the SSJ Contractor or which would otherwise be due to the SSJ Contractor under this Contract:
 - (i) any debt or other moneys due from the SSJ Contractor to the Principal (including any debt due from the SSJ Contractor to the Principal pursuant to section 26C of the SOP Act or any amount due from the SSJ Contractor to the Principal under clauses 20.2(c), 20.3 or 20.4);

- (ii) any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act;
- (iii) any amount received by the SSJ Contractor from the sale of material salvaged from the Construction Site in performing the SSJ Contractor's Activities;
- (iv) any amount that the Principal is entitled to withhold under clause 16.4;
- (v) any amount that the Principal is entitled to withhold under clause 16.12(c);
- (vi) any amount that the Principal is entitled to withhold under clause 16.13(a);
- (vii) any bona fide claim to money which the Principal may have against the SSJ Contractor whether for damages (including liquidated damages) or otherwise; or
- (viii) any other amount the Principal is entitled to withhold, set-off or deduct under this Contract,

under or arising out of or in connection with this Contract or the SSJ Contractor's Activities and the Principal may make such withholding, set-off or deduction whether or not such amounts were included in a payment schedule issued by the Principal's Representative.

- (b) This clause 16.8 will survive the termination of this Contract.

16.9 **Interest**

- (a) The Principal will pay simple interest at the rate of [REDACTED] above the [REDACTED] on any:
 - (i) amount which has been set out as payable by the Principal's Representative in a payment schedule under clause 16.2(d), but which is not paid by the Principal within the time required by this Contract;
 - (ii) damages; and
 - (iii) amount which is found after the resolution of a Dispute to be payable to the SSJ Contractor, and which has not been paid by the Principal,

from the date such amount was first due and payable until the date such amount is paid.

- (b) This will be the SSJ Contractor's sole entitlement to interest including damages for loss of use of, or the cost of borrowing, money.

16.10 **Title**

Title in all items forming part of the Project Works will pass progressively to the Principal on the earlier of payment for, or delivery of, such items to the Construction Site. Risk in all such items remains with the SSJ Contractor in accordance with clause 18.

16.11 **Incentive Payments**

The SSJ Contractor will be entitled to claim the following payments:

party making the supply (**Supplier**) will be entitled to increase the amount payable for the supply by the amount of any applicable GST.

- (c) Reimbursable Costs payable by the SSJ Contractor to Subcontractors will not be reduced for any input tax credits and will be paid in full to the SSJ Contractor. In consideration of this, the SSJ Contractor is not entitled to any additional amount in respect of GST on those Reimbursable Costs.
- (d) Where an amount is payable to the Supplier for a supply under or in connection with the Contract or the Project Works (other than on account of Reimbursable Costs payable by the SSJ Contractor to Subcontractors) which is based on the actual or reasonable costs incurred by the Supplier, the amount payable for the supply will be reduced by the amount of any input tax credits available to the Supplier (or a representative member on the Supplier's behalf) in respect of such costs before being increased for any applicable GST under paragraph (b).
- (e) As a condition precedent to any amount on account of GST being due from the recipient to the Supplier in respect of a taxable supply, the Supplier must provide a tax invoice to the recipient in respect of that supply.
- (f) If the amount paid to the Supplier in respect of the GST (whether because of an adjustment or otherwise):
 - (i) is more than the GST on the supply, then the Supplier will refund the excess to the recipient; or
 - (ii) is less than the GST on the supply, then the recipient will pay the deficiency to the Supplier.
- (g) The parties agree that unless and until otherwise agreed in writing, the following will apply to all taxable supplies made by the SSJ Contractor to the Principal under or in connection with this Contract:
 - (i) the Principal will issue to the SSJ Contractor a recipient created tax invoice ("**RCTI**") for each taxable supply made by the SSJ Contractor to the Principal under this Contract;
 - (ii) the Principal will issue to the SSJ Contractor a recipient created adjustment note for any adjustment event;
 - (iii) the SSJ Contractor will not issue a tax invoice or adjustment note in respect of any taxable supply it makes to the Principal; and
 - (iv) the Principal may notify the SSJ Contractor that it will no longer issue a RCTI or recipient created adjustment note for each taxable supply made by the SSJ Contractor under this Contract, in which case, from that point in time, the Principal will not be required to issue RCTIs and recipient created adjustment notes in respect of such supplies and the SSJ Contractor will be required to issue tax invoices and adjustment notes to the Principal in respect of any such taxable supply.
- (h) Each party acknowledges and warrants that at the time of entering into this Contract it is registered for GST and will notify the other party if it ceases to be registered for GST or ceases to comply with any of the requirements of any taxation ruling issued by a taxation authority relating to the creation of RCTIs.
- (i) In this clause and clause 16.12 :

- (i) **"GST"** means the tax payable on taxable supplies under the GST Legislation;
- (ii) **"GST Legislation"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax; and
- (iii) terms defined in GST Legislation have the meaning given to them in GST Legislation.

17. **CONSTRUCTION COMPLETION AND COMPLETION**

17.1 **Progressive Inspection and Testing**

- (a) At any time prior to Construction Completion of a Portion, the Principal's Representative may direct that any materials or work forming part of the SSJ Contractor's Activities in respect of that Portion be tested. The SSJ Contractor must provide such assistance, documentation, records, personnel (including Subcontractors) and samples and make accessible such parts of the SSJ Contractor's Activities or Project Works as may be required. On completion of any test the SSJ Contractor must make good the SSJ Contractor's Activities or Project Works so that they fully comply with this Contract.
- (b) The Principal's Representative may direct that any part of the SSJ Contractor's Activities or the Project Works must not be covered up or made inaccessible without the Principal's Representative's prior approval.
- (c) The tests prescribed in this Contract must be conducted by the SSJ Contractor as and when provided for in this Contract, or may be conducted by the Principal's Representative or a person (that may include the SSJ Contractor or the Independent Certifier) nominated by the Principal's Representative.
- (d) Any testing required to be done by an independent authority must be carried out by an authority recognised by Joint Accreditation System of Australia and New Zealand (JAS-ANZ) ABN 49 614 982 550 (or their successors or assigns).
- (e) Unless otherwise stated in this Contract before conducting a test under this Contract the Principal's Representative or the SSJ Contractor must give not less than 2 Business Days' notice in writing to the other of the time, date and place of the test. If the other party does not then attend, the test may nevertheless proceed.
- (f) Without prejudice to any other rights or remedies under this Contract, if the SSJ Contractor or the Principal's Representative delays in conducting a test, the other, after giving reasonable notice in writing of intention to do so, may conduct the test.
- (g) Each party must promptly make the results of tests available to the other and to the Principal's Representative or the Independent Certifier.
- (h) Where the Principal's Representative directs that materials or work be tested, the costs of and incidental to testing will be Reimbursable Costs unless:
 - (i) this Contract provides that the SSJ Contractor must bear the costs or the test is one which the SSJ Contractor was required to conduct other than pursuant to a direction under clause 17.1;
 - (ii) the test shows that the material or work is not in accordance with this Contract;

- (iii) the test is in respect of a part of the SSJ Contractor's Activities or the Project Works covered up or made inaccessible without the Principal's Representative's prior approval where such was required; or
 - (iv) the test is consequent upon a failure of the SSJ Contractor to comply with a requirement of this Contract.
- (i) Where the extra costs are not to be borne by the Principal, they will be borne by the SSJ Contractor and will be a debt due from the SSJ Contractor to the Principal and paid by the SSJ Contractor to the Principal on demand.

17.2 Construction Completion

- (a) The SSJ Contractor must, in respect of each Portion, give the Principal's Representative:
- (i) 6 months;
 - (ii) 3 months;
 - (iii) 1 month; and
 - (iv) 1 week,

written notice of the estimated Date of Construction Completion of the Portion.

- (b) Subject to clause 17.2(g), the Principal's Representative, the SSJ Contractor's Representative and the Independent Certifier must, within 5 Business Days after receipt of the notice referred to in clause 17.2(a)(ii) jointly inspect the SSJ Contractor's Activities at a mutually convenient time.
- (c) Within 2 Business Days after the joint inspection referred to in clause 17.2(b), the Independent Certifier must give the SSJ Contractor and the Principal a notice either:
- (i) containing a list of items which it believes must be completed before Construction Completion of the Portion is achieved; or
 - (ii) stating that it believes the SSJ Contractor is so far from achieving Construction Completion of the Portion that it is not practicable to issue a list as contemplated in clause 17.2(c)(i).
- (d) When the SSJ Contractor considers it has achieved Construction Completion of the Portion, the SSJ Contractor must notify the Principal's Representative and the Independent Certifier in writing and provide them with an executed certificate in the form of Schedule B4. Thereafter, and subject to clause 17.2(g), the Principal's Representative, the SSJ Contractor's Representative and the Independent Certifier must jointly inspect the SSJ Contractor's Activities at a mutually convenient time.
- (e) Following the joint inspection under clause 17.2(d), the Independent Certifier must within 5 Business Days after receipt of a notice under clause 17.2(d), or of receipt of a notice under clause 17.2(f):
- (i) if Construction Completion of the Portion has been achieved:

- (A) provide to the Principal's Representative and the SSJ Contractor a document signed by the Independent Certifier in the form in Schedule B10; and
- (B) additionally:
 - (aa) if the relevant Portion includes WAD Project Works, provide to the Principal's Representative and RMS a certificate in the form of Schedule 8 to the WAD with respect to the WAD Project Works; or
 - (bb) if the relevant Portion includes Sydney Trains Project Works, provide to the Principal's Representative, Sydney Trains and RailCorp a certificate in the form of Schedule 6 to the Sydney Trains Transition Agreement with respect to the Sydney Trains Project Works;
- (ii) if Construction Completion of the Portion has not been achieved, issue a notice to the SSJ Contractor and the Principal in which it states:
 - (A) the items which remain to be completed before Construction Completion of the Portion; or
 - (B) that the SSJ Contractor is so far from achieving Construction Completion of the Portion that it is not practicable to notify the SSJ Contractor of the items which remain to be completed as contemplated by clause 17.2(e)(ii)(A).
- (f) If the Independent Certifier issues a notice under clause 17.2(e)(ii) the SSJ Contractor must proceed with the SSJ Contractor's Activities and thereafter when it considers it has achieved Construction Completion of the Portion it must give the Principal's Representative and the Independent Certifier written notice to that effect after which clauses 17.2(d) and 17.2(e) will reapply.
- (g) The SSJ Contractor acknowledges and agrees that:
 - (i) the Principal's Representative may invite any other person to attend any joint inspection provided for by this clause 17.2, including representatives of the Operator; and
 - (ii) the Principal's Representative or the Operator may provide comments to the Independent Certifier (with a copy to the SSJ Contractor) in relation to any non-compliance of the SSJ Contractor's Activities with this Contract.
- (h) Without affecting the SSJ Contractor's obligation to achieve Construction Completion of each Portion by the relevant Date for Construction Completion of each Portion the parties acknowledge that:
 - (i) no separate Date for Construction Completion of the Project Works is specified in this Contract;
 - (ii) Construction Completion of the Project Works is achieved by achieving Construction Completion of all Portions;
 - (iii) Construction Completion of the Project Works will be taken to have occurred once Construction Completion of all Portions has occurred; and

- (iv) the Date of Construction Completion of the Project Works will be taken to be the Date of Construction Completion of the last Portion to reach Construction Completion.

17.3 **Unilateral Issue of Notice of Construction Completion**

If at any time a notice required to be given by the SSJ Contractor to the Independent Certifier under either of clauses 17.2(c) or 17.2(e) is not given by the SSJ Contractor yet the Principal's Representative is of the opinion that Construction Completion of a Portion has been achieved, the Principal's Representative may direct the Independent Certifier to issue a Notice of Construction Completion under clause 17.2(e) for the Portion.

17.4 **Completion**

- (a) When the SSJ Contractor considers that it has achieved Completion of a Portion, the SSJ Contractor must notify the Principal's Representative and the Independent Certifier in writing and provide them with an executed certificate in the form of Schedule B3. Thereafter, and subject to clause 17.4(d), the Principal's Representative, the SSJ Contractor's Representative and the Independent Certifier must jointly inspect the SSJ Contractor's Activities at a mutually convenient time.
- (b) Following the joint inspection under clause 17.4(a), the Independent Certifier must, within 5 Business Days after receipt of a notice under clause 17.4(a) or a notice under clause 17.4(c):
 - (i) if Completion of the Portion has been achieved, provide to the Principal's Representative and the SSJ Contractor with a document signed by the Independent Certifier in the form in Schedule B11; or
 - (ii) if Completion of the Portion has not been achieved, issue a notice to the SSJ Contractor and the Principal in which it states:
 - (A) the items which remain to be completed before Completion of the Portion; or
 - (B) that the SSJ Contractor is so far from achieving Completion of the Portion that it is not practicable to notify the SSJ Contractor of the items which remain to be completed as contemplated by clause 17.4(b)(ii)(A).
- (c) If the Independent Certifier issues a notice under clause 17.4(b)(ii), the SSJ Contractor must proceed with the SSJ Contractor's Activities and thereafter, when it considers that it has achieved Completion of the Portion, it must give the Principal's Representative and the Independent Certifier written notice to that effect after which clauses 17.4(a) and 17.4(b) will reapply.
- (d) The SSJ Contractor acknowledges and agrees that:
 - (i) the Principal's Representative may invite any other person to attend any joint inspection provided for by this clause 17.3, including representatives of the Operator; and
 - (ii) the Principal's Representative or the Operator may provide comments to the Independent Certifier (with a copy to the SSJ Contractor) in relation to any non-compliance of the SSJ Contractor's Activities with this Contract.

- (e) Without affecting the SSJ Contractor's obligation to achieve Completion of each Portion by the relevant Date for Completion of each Portion, the parties acknowledge that:
 - (i) no separate Date for Completion of the Project Works is specified in this Contract;
 - (ii) Completion of the Project Works is achieved by achieving Completion of all Portions;
 - (iii) Completion of the Project Works will be taken to have occurred once Completion of all Portions has occurred; and
 - (iv) the Date of Completion of the Project Works will be taken to be the Date of Completion of the last Portion to reach Completion.
- (f) The requirements of this clause 17.4 do not apply to Portion 1.

17.5 Part of the Project Works or a Portion

- (a) If part of a Portion has reached a stage equivalent to Construction Completion but another part of the Portion has not reached Construction Completion and the parties cannot agree upon the creation of new Portions, the Principal's Representative may determine that the respective parts will be Portions.
- (b) Without limiting clause 17.5(a), the Principal may, after the SSJ Contractor is given written notice by the Principal's Representative, occupy or use any part of a Portion although the whole of the Portion has not reached Construction Completion.
- (c) If the Principal's Representative gives a notice under clause 17.5(b):
 - (i) the Principal must allow the SSJ Contractor reasonable access to the part of the Portion referred to in the notice and being occupied or used by the Principal, to enable the SSJ Contractor to bring the relevant Portion of which the area being occupied or used forms part to Construction Completion; and
 - (ii) this will not otherwise limit or affect the obligations of the parties under this Contract, including the obligation of the SSJ Contractor to achieve Construction Completion of the relevant Portion of which the area being occupied or used forms part, by the relevant Date for Construction Completion.
- (d) Without limiting clause 17.5, further Portions may be created by the Principal's Representative by issuing a written direction to the SSJ Contractor which clearly identifies for each Portion,:
 - (i) the Project Works and Temporary Works;
 - (ii) the Date for Construction Completion; and
 - (iii) respective amounts of liquidated damages,all as determined by the Principal's Representative (acting reasonably).

17.6 Liquidated Damages and indemnity for delay in reaching Construction Completion

- (a) The Principal and the SSJ Contractor agree and acknowledge that the Principal is pursuing a policy of building the Project and the Project Works for purposes that include achieving the objectives set out in clause 2.
- (b) The SSJ Contractor and the Principal acknowledge and agree that the SSJ Contractor's Activities represent a most important element of the building of the Project, as a major new public transport link which, together with Sydney Metro Northwest (and their integration), will service the needs of Sydney, including the needs of its workforce and its economy, and will provide frequent rapid transit services to handle projected population increases, create employment both during and after the SSJ Contractor's Activities, improve the efficiency of the Sydney public transport network and improve the local environment.
- (c) The SSJ Contractor acknowledges and agrees that its failure to achieve Construction Completion of the Portions by the required Dates for Construction Completion will not only result in direct Losses to the Principal, but will also lead to the failure of the Principal to achieve its policy objectives to the immediate detriment of the Principal and of those on whose behalf the policy objectives are pursued. The Loss arising from this failure of the Principal to achieve its policy objectives is not capable of easy or precise calculation.
- (d) The SSJ Contractor agrees that if it does not achieve Construction Completion of a Portion by the Date for Construction Completion of the Portion, it must:
 - (i) pay the Principal the applicable amount for that Portion set out in Schedule A2 (each of which is exclusive of GST) for every day after the Date for Construction Completion of the Portion up to and including:
 - (A) the Date of Construction Completion of the applicable Portion; or
 - (B) the date that this Contract is validly terminated,whichever first occurs; and
 - (ii) to the extent that Construction Completion of the final Portion has not occurred by the Date for Construction Completion of that Portion, indemnify the Principal from and against any Liability suffered or incurred by the Principal arising out of or in connection with the failure to achieve Construction Completion of the Portion by the Date for Construction Completion for that Portion to the extent that such Liability falls within a head of Loss specified in Schedule A1, up to an aggregate of [REDACTED] for every day after the Date for Construction Completion for the Portion, up to and including:
 - (A) the Date of Construction Completion of the final Portion; or
 - (B) the date that this Contract is validly terminated,whichever first occurs.
- (e) The parties agree that the liquidated damages provided for in clause 17.6(d)(i):
 - (i) represent proper, fair and reasonable amounts recoverable by the Principal arising from the failure of the SSJ Contractor to achieve Construction Completion of the Portion by the Date for Construction Completion of the Portion and do not constitute, and are not intended to be, a penalty and have been freely agreed to by the SSJ Contractor; and

- (ii) will be recoverable by the Principal from the SSJ Contractor as a debt due and payable.
- (f) The Principal and the SSJ Contractor acknowledge and agree that they are both parties contracting at arms' length, have equal bargaining power, possess extensive commercial experience and expertise and are being advised by their own legal, accounting, technical, financial, economic and other commercial professionals in relation to their rights and obligations pursuant to this Contract.
- (g) The SSJ Contractor agrees to pay the liquidated damages, and indemnify the Principal, under clause 17.6(d) without any duress, coercion, undue influence or any other form of unconscionable conduct or impermissible or objectionable persuasion on the part of the Principal.
- (h) The SSJ Contractor entered into the obligation to pay the amounts specified in clause 17.6(d) with the intention that it is a legally binding, valid and enforceable contractual provision against the SSJ Contractor in accordance with its terms.
- (i) The SSJ Contractor agrees:
 - (i) to exclude and expressly waives the right of the benefit of, to the extent permissible, the application or operation of any legal rule or norm, including under statute, equity and common law, relating to the characterisation of liquidated amounts payable under a deed upon a breach occurring as penalties or the enforceability or recoverability of such liquidated amounts; and
 - (ii) that if this clause 17.6 (or any part of this clause 17.6) is found for any reason to be void, invalid or otherwise inoperative so as to disentitle the Principal from recovering liquidated damages, the Principal will be entitled to recover general damages (including loss of revenue and loss of profits from the loss of use of the Works) as a result of the SSJ Contractor failing to achieve Construction Completion of a relevant Portion by its Date for Construction Completion, but the SSJ Contractor's liability for such damages (whether per day or in aggregate) will not be any greater than the liability which it would have had if the clause had not been void, invalid or otherwise inoperative.
- (j) The Principal's Representative, when issuing a payment schedule pursuant to clauses 16.2(d) and 16.2(e) after the Date for Construction Completion of a relevant Portion, may include a provisional assessment of the amount then provisionally due by way of liquidated damages then accruing under clause 17.6(d)(i) or under the indemnity in clause 17.6(d)(ii) to the date of the payment schedule (despite Construction Completion of that Portion not having occurred).
- (k) The Principal and the SSJ Contractor agree that the aggregate of the amount payable under:
 - (i) clauses 17.6(d)(i), 17.6(d)(ii) and 17.6(i)(ii) is limited as set out in clause 21.1(b); and
 - (ii) clause 17.6(d)(ii) is limited as set out in clause 21.1(c); and
 - (iii) a limitation on the SSJ Contractor's liability to the Principal for a failure to achieve Construction Completion of any Portion by the relevant Date for Construction Completion,

and the Principal will not be entitled to make, nor will the SSJ Contractor be liable upon, any Claim in these circumstances other than for the amount for which the SSJ Contractor is liable under this clause 17.6 (including where applicable common law damages under clause 17.6(i)(ii)). Nothing in this clause 17.6(k) in any way limits the SSJ Contractor's liability where this Contract is terminated by the Principal under clause 19.3 or otherwise at Law.

17.7 Effect of Notice of Construction Completion or Notice of Completion

- (a) A Notice of Construction Completion or Notice of Completion (as applicable) will not:
 - (i) constitute approval by the Principal, the Independent Certifier or the Principal's Representative of the SSJ Contractor's performance of its obligations under this Contract;
 - (ii) be taken as an admission or evidence that the Portion complies with the requirements of this Contract; or
 - (iii) prejudice any rights or powers of the Principal, the Independent Certifier or the Principal's Representative.
- (b) Without limiting clause 17.7(a), the parties agree that, in the absence of manifest error on the face of the certification, the Independent Certifier's certification as set out in a Notice of Construction Completion or Notice of Completion is final and binding on the parties for the purposes only of establishing that Construction Completion or Completion of the relevant Portion has occurred.

17.8 Access following Construction Completion of a Portion

- (a) Where Construction Completion has been achieved in respect of a Portion but the SSJ Contractor still requires access to such Portion in order to continue the SSJ Contractor's Activities, the Principal must procure that the SSJ Contractor is provided with reasonable access to such Portion to enable the SSJ Contractor to continue the SSJ Contractor's Activities.
- (b) The occupation and use of such Portion by the Principal (and its nominees) will not limit or affect the responsibilities, obligations or liabilities of the SSJ Contractor including the obligation of the SSJ Contractor to achieve Construction Completion of any remaining Portion by the relevant Date for Construction Completion.

18. CARE OF THE PROJECT WORKS, RISKS AND INSURANCE

18.1 Responsibility for care of the Project Works

- (a) Subject to clause 18.1(d), the SSJ Contractor is, in respect of each Portion, responsible for the care of, and bears the risk of destruction, loss or damage to:
 - (i) the SSJ Contractor's Activities, the Project Works and the Temporary Works and any Extra Land, from the date of this Contract; and
 - (ii) the relevant parts of the Construction Site, from the date on which access is granted under clause 8.1(a),up to and including the Date of Construction Completion for the relevant Portion.

- (b) After the time after which the SSJ Contractor ceases to be responsible under clause 18.1(a) for the care of a part of the Project Works or any other thing referred to in clause 18.1(a), subject to clause 18.1(d), the SSJ Contractor will bear the risk of any destruction, loss of or damage to that part of the Project Works or other thing, arising from:
 - (i) any act or omission of the SSJ Contractor during the Defects Correction Period (including any extension under clause 13.7, 13.8(a)(ii) and 13.9) or any other SSJ Contractor's Activities; or
 - (ii) any event which occurred while the SSJ Contractor was responsible for the care of the relevant part of the Project Works or other thing under clause 18.1(a) in connection with the SSJ Contractor's Activities.
- (c) Subject to clause 18.1(d), the SSJ Contractor must:
 - (i) in accordance with clause 18.16, (at its own cost) promptly make good destruction, loss or damage to anything caused during the period the SSJ Contractor is responsible for its care; and
 - (ii) indemnify the Principal against such destruction, loss or damage.
- (d) This clause 18.1 does not apply to the extent that any destruction, loss or damage for which the SSJ Contractor would otherwise have been responsible or bears the risk of or is obliged to indemnify the Principal against under this clause results from an Excepted Risk.
- (e) Where any destruction, loss or damage arises to any extent from an Excepted Risk, the SSJ Contractor must where directed by the Principal's Representative to do so, make good or repair the destruction, loss or damage in which event such making good or repair will, to the extent the destruction, loss or damage arises from an Excepted Risk, be treated as if it were a Change the subject of a direction by the Principal's Representative and clause 11 applies.

18.2 Indemnity by the SSJ Contractor

- (a) The SSJ Contractor must indemnify the Principal from and against:
 - (i) the loss of, loss of use of or access to (whether total or partial), or any destruction or damage to, any of the Principal's real or personal property (other than property referred to in clause 18.1 while the SSJ Contractor is responsible for its care);
 - (ii) any claim against the Principal or Liability the Principal may have to third parties in respect of or arising out of or in connection with:
 - (A) any illness, personal injury to, or death of, any person; or
 - (B) the loss of, loss of use of or access to (whether total or partial) or destruction or damage to any real or personal property,
 caused by, arising out of, or in any way in connection with, the SSJ Contractor's Activities, the Project Works or the Temporary Works or any failure by the SSJ Contractor to comply with its obligations under this Contract; or
 - (iii) any:

(A) Liability to or claim by any other person; or

(B) Loss suffered or incurred by the Principal,

arising out of, or in any way in connection with, the SSJ Contractor's breach of a term of this Contract.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

(c) Where the SSJ Contractor indemnifies the Principal under this Contract from and against any Liability, claim or Loss, the SSJ Contractor's liability to indemnify the Principal will be reduced to the extent that an act or omission of the Principal or its Associates contributed to the Liability, claim or Loss.

(d) Clause 18.2(a) does not limit or otherwise affect the SSJ Contractor's other obligations under this Contract or otherwise according to Law.

(e) The SSJ Contractor is not relieved of any obligation to indemnify the Principal under this clause 18.2 by reason of effecting insurance or being an insured party under an insurance policy effected by the Principal pursuant to clause 18.3.

18.3 Principal's insurance

(a) The Principal must effect and maintain insurances on the terms of the policies set out in Schedule F5.

(b) Such insurance is subject to the exclusions, conditions, deductibles and excesses noted on the policies and the SSJ Contractor must:

(i) satisfy itself of the nature and extent of the cover provided by these insurance policies;

- (ii) acknowledge that the Principal's insurances do not cover every risk to which the SSJ Contractor might be exposed and are subject to deductibles and limits and the SSJ Contractor may, if it chooses to do so, at its cost effect insurance for any risk or liability which is not covered by the Principal's insurances; and
- (iii) where the SSJ Contractor:
 - (A) bears the risk of the relevant destruction, loss or damage under clause 18.1, or is required to indemnify the Principal under clause 18.2, and makes a claim under any of these insurance policies in respect of the destruction, loss or damage or the event giving rise to the indemnity; or
 - (B) otherwise makes a claim under or in respect of any of these insurance policies,bear the cost of any excesses or deductibles in the insurance policies in Schedule F5 or any insurance taken out by the SSJ Contractor under clause 18.4, that may apply in those circumstances.

18.4 **SSJ Contractor's insurance obligations**

The SSJ Contractor must effect and maintain the following insurance:

- (a) workers compensation insurance referred to in clause 18.5;
- (b) asbestos liability insurance referred to in clause 18.6;
- (c) professional indemnity insurance referred to in clause 18.7;
- (d) Construction Plant insurance referred to in clause 18.8; and
- (e) motor vehicle insurance referred to in clause 18.9.

18.5 **Workers compensation insurance**

- (a) The SSJ Contractor must effect and maintain workers compensation insurance which covers employees in accordance with any statute relating to workers or accident compensation:
 - (i) for the maximum amount required by Law; and
 - (ii) in the name of the SSJ Contractor and (if legally possible) extended to indemnify the Principal for its statutory liability to persons employed by the SSJ Contractor.
- (b) The SSJ Contractor must ensure that each of its Subcontractors effects and maintains workers compensation insurance which covers employees in accordance with any statute relating to workers or accident compensation:
 - (i) for the maximum amount required by Law; and
 - (ii) in the name of the Subcontractor and (if legally possible) extended to indemnify the Principal and the SSJ Contractor for their statutory liability to persons employed by the Subcontractor.

■ [REDACTED]

■ [REDACTED]

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■ [REDACTED]

■ [REDACTED]

- (A) it complies with the SWTC; and
- (B) there is minimal disruption to the Project Works or the Temporary Works; and
- (ii) that, to the greatest extent possible, the SSJ Contractor continues to comply with its obligations under this Contract;
- (d) subject to clause 18.1(e), manage all repair and replacement activities so as to minimise the impact on the Project Works or the Temporary Works; and
- (e) keep the Principal's Representative fully informed of the progress of the repair and replacement activities.

18.17 Application of insurance proceeds

Where, prior to the Date of Construction Completion of the last Portion to achieve Construction Completion, the Project Works or the Temporary Works are damaged or destroyed, all insurance proceeds in respect of that damage or destruction that are payable under any insurances maintained by the Principal in accordance with clause 18.3 will be:

- (a) paid to the Principal;
- (b) paid by the Principal to the SSJ Contractor by progress payments under clause 16.2 as and when the SSJ Contractor reinstates the Project Works and the Temporary Works; and
- (c) subject to clause 18.1(e), the limit of the SSJ Contractor's entitlement to payment for reinstatement of the destruction, loss or damage.

18.18 Damage to property

- (a) Subject to clause 18.18(c), where any loss of or destruction or damage to real or personal property or the Environment (including any Utility Services but excluding the Project Works or the Temporary Works) occurs arising out of, or in any way in connection with, the carrying out by the SSJ Contractor of the SSJ Contractor's Activities or a failure by the SSJ Contractor to comply with its obligations under this Contract, the SSJ Contractor must, at its cost, promptly repair and make good any such loss, destruction or damage.
- (b) If the SSJ Contractor fails to carry out any repair work under clause 18.18(a), the Principal may carry out such work or engage others to carry out such work and any Loss suffered or incurred by the Principal will be a debt due and payable from the SSJ Contractor to the Principal.
- (c) This clause 18.18 does not apply where the owner of the real or personal property does not agree to the SSJ Contractor carrying out the work under clause 18.18(a).
- (d) Nothing in this clause 18.18 limits the operation of the indemnity in clause 18.2(a).

18.19 Risk of deductibles or excesses

The SSJ Contractor must pay all insurance deductibles or excesses in respect of any event and claim made under a policy referred to in this clause 18 and any such amounts will not form part of the Reimbursable Costs.

19. **DEFAULT OR INSOLVENCY**

19.1 **SSJ Contractor's Default**

- (a) If the SSJ Contractor commits a breach of this Contract referred to in clause 19.1(b), the Principal may give the SSJ Contractor a written notice.
- (b) The breaches by the SSJ Contractor to which this clause applies are:
 - (i) not commencing or not progressing the SSJ Contractor's Activities regularly and diligently in accordance with the requirements of this Contract, in breach of clause 15.1;
 - (ii) suspension of work in breach of clause 15.1;
 - (iii) the SSJ Contractor fails to implement, comply with or otherwise diligently pursue a Recovery Plan in accordance with clause 15.6(c);
 - (iv) failing to provide the unconditional undertakings and Parent Company Guarantees, in breach of clause 6;
 - (v) failing to insure or provide evidence of insurance, in breach of clause 18;
 - (vi) failing to use the materials or standards of workmanship required by this Contract, in breach of clause 9.1;
 - (vii) failing to submit a Target Cost Offer in accordance with clause 4.2(a)(ii);
 - (viii) not complying with any direction of the Principal's Representative made in accordance with this Contract, in breach of clause 14.1(a);
 - (ix) not complying with the requirements of this Contract regarding the Contract Management Plan in a material respect;
 - (x) not complying with its obligations under the MR-PA with regard to the Contract Management Plan;
 - (xi) not complying with its environmental obligations under this Contract;
 - (xii) not complying with its obligations under this Contract regarding work health and safety;
 - (xiii) not complying with its obligations under clause 9.7;
 - (xiv) the failure to comply with all applicable Law, including the failure to comply with, carry out and fulfil the conditions and requirements of all Authority Approvals in breach of clause 7.2;
 - (xv) the failure to provide the deeds poll in accordance with clause 1.5;
 - (xvi) breach of the subcontracting obligations set out in each of clauses 12.3, 12.7 or 12.8;
 - (xvii) failure to achieve Construction Completion of a Portion by the relevant Date for Construction Completion;

- (xviii) lack or breach of Accreditation (where it is obliged to obtain Accreditation), AEO status or ASA Authorisation, or threatened or actual suspension or revocation of Accreditation;
- (xix) fraud of the SSJ Contractor in relation to this Project or an adverse Independent Commission Against Corruption (**ICAC**) finding is made against the SSJ Contractor;
- (xx) the Parent Company Guarantee becoming void or voidable; or
- (xxi) any other failure to comply with a material obligation under the Contract.

19.2 **Contents of Notice**

A written notice under clause 19.1 must:

- (a) state that it is a notice under clause 19.1;
- (b) specify the alleged breach;
- (c) require the SSJ Contractor to remedy the breach or, in the case of a notice by the Principal where the breach is not capable of being remedied, make other arrangements satisfactory to the Principal; and
- (d) specify the time and date by which the SSJ Contractor must remedy the breach or make other arrangements satisfactory to the Principal (which time must not be less than 21 clear days after the notice is given).

19.3 **Rights of the Principal Following Notice**

If, by the time specified in a notice under clause 19.1, the SSJ Contractor fails to remedy the breach or make arrangements satisfactory to the Principal, the Principal may, by notice in writing to the SSJ Contractor:

- (a) take out of the hands of the SSJ Contractor the whole or part of the work remaining to be completed; or
- (b) terminate this Contract.

19.4 **Immediate Termination or Take-Out**

If:

- (a) an Insolvency Event occurs:
 - (i) to the SSJ Contractor;
 - (ii) where the SSJ Contractor comprises more than one person, any one of those persons; or
 - (iii) to a person specified in Schedule A1; or
- (b) the SSJ Contractor causes or contributes to the occurrence of an Incident and fails to ensure that the Principal is promptly notified as set out in clause 3.5(d);
- (c) the aggregate liability of the SSJ Contractor to the Principal under or in connection with the SSJ Contract Documents is equal to or exceeds:

- (i) during the Target Cost Development Phase, [REDACTED] or
 - (ii) during the Delivery Phase, [REDACTED];
- (d) the aggregate liability of the SSJ Contractor to the Principal under or in connection with:
- (i) any one or more of clauses 17.6(d)(i), 17.6(d)(ii) and 17.6(i)(ii) is equal to or exceeds [REDACTED]; or
 - (ii) clause 17.6(d)(ii) is equal to or exceeds [REDACTED]; or
 - (iii) clause 16.12(a) is equal to or exceeds [REDACTED],

then, whether or not the SSJ Contractor is then in breach of this Contract, the Principal may, without giving a notice under clause 19.1, exercise the right under clause 19.3(a) or 19.3(b).

19.5 Principal's Common Rights After Take-Out or Termination

- (a) If:
- (i) the Principal:
 - (A) exercises its rights under clause 19.3(a); or
 - (B) terminates this Contract under clauses 4.3(b)(ii)(A), 4.3(d)(ii)(A), 19.3(b), 19.4 or 19.9;
 - (ii) the SSJ Contractor repudiates this Contract and the Principal otherwise terminates this Contract; or
 - (iii) this Contract is frustrated under the Law,
- then:
- (iv) the SSJ Contractor:
 - (A) must novate to the Principal or the Principal's nominee those Subcontracts between the SSJ Contractor and its Subcontractors that the Principal directs by executing a deed of novation substantially in the form of Schedule A13;
 - (B) irrevocably appoints (for valuable consideration) the Principal and any authorised representative of the Principal to be the SSJ Contractor's attorney to:
 - (aa) execute, sign, seal and deliver all notices, deeds and documents; and
 - (bb) undertake actions in the name of the SSJ Contractor,
- for the purposes referred to in clause 19.5(a)(iv)(A) where the SSJ Contractor has not complied with clause 19.5(a)(iv)(A) within 5 Business Days of a request by the Principal to do so; and

- (C) must immediately handover to the Principal's Representative all copies of:
 - (aa) any documents provided by the Principal to the SSJ Contractor;
 - (bb) all Contract Documentation and Materials prepared by the SSJ Contractor to the date on which the Principal exercises its rights under clauses 19.3(a) or 19.3(b) (whether complete or not); and
 - (cc) any other documents or information in existence that is to be provided to the Principal under the terms of this Contract; and
- (v) the Principal:
 - (A) will be entitled to require the SSJ Contractor to remove from the Construction Site or any area affected by the Project Works, any Construction Plant and Temporary Works and all materials, equipment and other things intended for the Project Works;
 - (B) may complete that work;
 - (C) may take possession of such of the Construction Plant, Temporary Works and other things on or in the vicinity of the Construction Site or Extra Land as are owned by the SSJ Contractor and are reasonably required by the Principal to facilitate completion of the work; and
 - (D) must, if it takes possession of the items referred to in clause 19.5(a)(v)(C):
 - (aa) for the period during which it retains possession of the Construction Plant, Temporary Works or other things pay to the SSJ Contractor rent for the use of the Construction Plant, Temporary Works or other things at a market rate to be agreed by the parties or, failing agreement, to be determined pursuant to clause 20; and
 - (bb) maintain the Construction Plant, Temporary Works or other things and, subject to clause 19.6, on completion of the work return to the SSJ Contractor the Construction Plant, Temporary Works and any things taken under clause 19.5(a)(v)(C) which are surplus.
- (b) This clause 19.5 will survive the termination or frustration of this Contract.

19.6 Principal's Entitlements after Take-Out

- (a) If the Principal exercises the right under clause 19.3(a), the SSJ Contractor will not be entitled to any further payment in respect of the work taken out of the hands of the SSJ Contractor unless a payment becomes due to the SSJ Contractor under this clause 19.6.
- (b) When all of the work taken out of the hands of the SSJ Contractor under clause 19.3(a) is completed, the Principal's Representative will ascertain the cost incurred by the Principal in completing the work and will issue a certificate to the SSJ Contractor certifying the amount.

- (c) If the cost incurred by the Principal is:
 - (i) greater than the amount that would have been paid to the SSJ Contractor if the SSJ Contractor had completed the work, the difference will be a debt due from the SSJ Contractor to the Principal; or
 - (ii) less than the amount that would have been paid to the SSJ Contractor if the SSJ Contractor had completed the work, the difference will be a debt due to the SSJ Contractor from the Principal.
- (d) Without limiting clause 19.6(c), if the Principal exercises the right under clause 19.3(a), the Principal will be entitled to recover from the SSJ Contractor any costs, expenses, Losses or damages incurred or suffered by it as a result of, or arising out of, or in any way in connection with, the exercise of such right.
- (e) If the SSJ Contractor is indebted to the Principal, the SSJ Contractor grants to the Principal a lien over the Construction Plant, Temporary Works or other things taken under clause 19.5 such that the Principal may retain that property until the debt is met. If after reasonable notice, the SSJ Contractor fails to pay the debt, the Principal may sell the Construction Plant, Temporary Works or other things and apply the proceeds to satisfaction of the debt and the costs of sale. Any excess will be paid to the SSJ Contractor.

19.7 **Principal's Rights after Termination**

- (a) Subject to clause 19.11, if the Principal terminates this Contract under clauses 19.3 or 19.4, or if the SSJ Contractor repudiates this Contract and the Principal otherwise terminates this Contract the Principal will:
 - (i) not be obliged to make any further payments to the SSJ Contractor, including any money that is the subject of a Payment Claim under clause 16.1(b) or a Payment Schedule under clause 16.3;
 - (ii) be absolutely entitled to call upon, convert and have recourse to and retain without limiting clause 6 the proceeds of any unconditional undertaking held under clause 6; and
 - (iii) be entitled to recover from the SSJ Contractor any costs, expenses, Losses or damages incurred or suffered by it as a result of, or arising out of, or in any way in connection with, such termination.
- (b) This clause 19.7 survives the termination of this Contract.

19.8 **SSJ Contractor's Rights after Repudiation or Wrongful Termination**

- (a) If the Principal:
 - (i) repudiates this Contract and the SSJ Contractor terminates this Contract; or
 - (ii) wrongfully:
 - (A) exercises or attempts to exercise any right or power conferred on it by clauses 19.3, 19.4 or 19.9; or
 - (B) determines or purports to determine this Contract at common law,

then the:

- (iii) Principal's actions will be deemed to have been a lawful termination in accordance with clause 19.9 and the SSJ Contractor's sole rights in such circumstances will be those set out in clause 19.10; and
 - (iv) SSJ Contractor:
 - (A) will not be entitled to the payment of damages;
 - (B) will not be entitled to any payment on a quantum meruit basis; and
 - (C) waives all other rights it has to make a Claim in such circumstances.
- (b) This clause 19.8 will survive the termination of this Contract.

19.9 Termination for Convenience

Without prejudice to any of the Principal's other rights or entitlements or powers under this Contract, the Principal may:

- (a) at any time for its sole convenience, and for any reason, by written notice to the SSJ Contractor terminate this Contract effective from the time stated in the notice or if no such time is stated, at the time the notice is given to the SSJ Contractor; and
- (b) thereafter, at the Principal's absolute discretion complete the uncompleted part of the SSJ Contractor's Activities or the Project Works either itself or by engaging other contractors.

19.10 Payment for Termination for Convenience

- (a) If the Principal terminates this Contract under clause 19.9, the SSJ Contractor:
 - (i) will be entitled to payment of the following amounts as determined by the Principal's Representative (excluding all Excluded Costs):
 - (A) for work carried out prior to the date of termination, the amount which would have been payable if this Contract had not been terminated and the SSJ Contractor submitted a Payment Claim under clause 16.1(b) for work carried out to the date of termination;
 - (B) the cost of plant and materials reasonably ordered by the SSJ Contractor for the Project Works and for which it is legally bound to pay provided that:
 - (aa) the value of the plant or materials have not been previously paid or included in the amount payable under sub-paragraph (i)(A); and
 - (bb) title in the plant and materials vests in the Principal upon payment;
 - (C) the costs reasonably incurred by the SSJ Contractor in the expectation of completing the whole of the SSJ Contractor's Activities and the reasonable cost of removing from the Project Site and the Temporary Areas all labour, Construction Plant, Temporary Works

(where required by the Principal) and other things used in the SSJ Contractor's Activities that are not part of, or to be part of, the Project Works; and

- (D) the amount calculated by multiplying the percentage specified in Schedule A1 by the costs determined under sub-paragraphs (i)(B) and (i)(C), for all overheads and profit associated with, and to the extent not included in, the work and costs determined under sub-paragraphs (i)(B), and (i)(C); and
- (ii) must take all steps possible to mitigate the costs referred to in sub-paragraphs (i)(B), (i)(C) and (i)(D).
- (b) To the extent it has not had recourse to them, the Principal will return all unconditional undertakings then held by it under clause 6 when the SSJ Contractor has complied with all its obligations under this clause.
- (c) The amount to which the SSJ Contractor is entitled under this clause 19.10 will be a limitation upon the Principal's liability to the SSJ Contractor arising out of, or in any way in connection with, the termination of this Contract and the Principal will not be liable to the SSJ Contractor upon any Claim arising out of, or in any way in connection with, the termination of this Contract other than for the amount payable under this clause 19.10.
- (d) This clause 19.10 will survive the termination of this Contract by the Principal under clause 19.9.

19.11 Preservation of Rights

Subject to clauses 19.8, nothing in this clause 19 or that the Principal does or fails to do pursuant to this clause 19 will prejudice the right of the Principal to exercise any right or remedy (including recovering damages or exercising a right of set-off under clause 22.2) which it may have where the SSJ Contractor breaches (including repudiates) this Contract.

19.12 Termination by Frustration

- (a) If under the law this Contract is frustrated the Principal will:
 - (i) pay the SSJ Contractor the following amounts as determined by the Principal's Representative:
 - (A) an amount calculated in accordance with clause 19.10(a)(i)(A) for work carried out prior to the date of frustration;
 - (B) the costs calculated in accordance with the terms of, and subject to the conditions in, clauses 19.10(a)(i)(B); and
 - (C) the costs calculated in accordance with the terms of clause 19.10(a)(i)(C); and
 - (ii) to the extent it has not had recourse to them, return all unconditional undertakings then held by it under clause 6 when the SSJ Contractor has complied with its obligations under this clause.
- (b) The amount to which the SSJ Contractor is entitled under this clause 19.12 will be a limitation upon the Principal's liability to the SSJ Contractor arising out of, or in

any way in connection with, the frustration of this Contract and the Principal will not be liable to the SSJ Contractor upon any Claim arising out of, or in any way in connection with, the frustration of this Contract other than for the amount payable under this clause 19.12.

- (c) Without limiting any other provision of this Contract, this clause 19.12 will survive the frustration of this Contract.

19.13 **Codification of SSJ Contractor's Entitlements**

This clause 19 is an exhaustive code of the SSJ Contractor's rights arising out of or in any way in connection with any termination and the SSJ Contractor:

- (a) cannot otherwise terminate, rescind or treat this Contract as repudiated; and
- (b) waives all rights at Law to terminate, rescind or treat this Contract as repudiated, otherwise than in accordance with this clause 19.

20. **DISPUTE RESOLUTION**

20.1 **Disputes generally**

Subject to clause 20.15, any dispute, difference, controversy or Claim (**Dispute**) directly or indirectly based upon, arising out of, relating to or in connection with this Contract (including any questions relating to the existence, validity or termination of this Contract), the Project Works, the Temporary Works, the SSJ Contractor's Activities, or either party's conduct before the date of this Contract, must be resolved in accordance with this clause 20.

20.2 **Notice of Dispute**

Where a Dispute arises either party may give the other party written notice of the Dispute (**Notice of Dispute**). The Notice of Dispute must:

- (a) specify the Dispute;
- (b) provide particulars of the party's reasons for being dissatisfied; and
- (c) set out the position which the party believes is correct.

20.3 **Executive Negotiation**

- (a) Where a Notice of Dispute is given under clause 20.2, the Dispute must be referred to the Executive Negotiators and the Executive Negotiators must, within 5 Business Days after the date on which the Notice of Dispute was given under clause 20.2, meet and negotiate with a view to resolving the Dispute.
- (b) Subject to clause 20.3(d), if the Executive Negotiators have not resolved the Dispute within 20 Business Days after the date on which the Notice of Dispute was given under clause 20.2 (or such longer period of time as the Executive Negotiators or the parties may have agreed in writing) then, whether or not the Executive Negotiators have met and undertaken negotiations with a view to resolving the Dispute, either party may by giving notice to the other party in accordance with clause 20.3(c) require that those parts of the Dispute that remain unresolved be referred to expert determination.

- (c) A notice under clause 20.3(b) must:
 - (i) be given within 20 Business Days after the expiry of the 20 Business Day period referred to in clause 20.3(b);
 - (ii) state that it is a notice under clause 20.3(b); and
 - (iii) include or be accompanied by reasonable particulars of those parts of the Dispute that remain unresolved.
- (d) Where a Notice of Dispute is given under clause 20.2 after the Date of Completion, this clause 20.3 will still apply, but if the Dispute is not resolved within 20 Business Days after the date on which the Notice of Dispute was given under clause 20.2:
 - (i) the Dispute will not be referred to expert determination;
 - (ii) clauses 20.4 to 20.8 will not apply; and
 - (iii) whether or not the Executive Negotiators have met and undertaken negotiations with a view to resolving the dispute, the Dispute will be determined in accordance with clause 20.9.

20.4 **Expert determination**

- (a) Any Dispute which is referred to expert determination by a notice under clause 20.3(b) will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by Schedule A24 to this Contract.
- (b) Both parties must promptly make available to the Expert all such additional information, access to the Construction Site and appropriate facilities, as the Expert may require for the purposes of making a determination on the Dispute.
- (c) The parties agree that, to the extent permitted by law:
 - (i) the powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* NSW are not conferred on the Expert; and
 - (ii) the Expert has no power to make a binding or non-binding determination or any award in respect of a Dispute by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* NSW (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to expert determination.
- (d) Within 30 Business Days after the Expert has been appointed, or within such other period as may be proposed by the Expert and approved by both parties, the Expert must give its determination in writing, which must be reasoned and must state that it is given under this clause 20.4. The determination will be immediately binding on both parties, who must give effect to it unless and until it is revised, overturned or otherwise changed in an amicable settlement or a court judgment or an arbitral award made in court proceedings or an arbitration pursuant to this clause 20.

20.5 **Notice of dissatisfaction**

- (a) If:

- (i) either party is dissatisfied with a determination made by an Expert under clause 20.4, then either party may, within 10 Business Days after receiving the determination, give notice to the other party of its dissatisfaction; or
- (ii) an Expert fails to give its determination within a period of 30 Business Days after the Expert has been appointed by the parties (or within such other period as may be proposed by the Expert and approved by both parties), then either party may, within 10 Business Days after this period has expired, give a notice of dissatisfaction to the other party,

(Notice of Dissatisfaction).

- (b) A Notice of Dissatisfaction issued under this clause 20.5 must:
 - (i) state that it is given under this clause 20.5; and
 - (ii) set out the matter in Dispute and the reason(s) for dissatisfaction.
- (c) Except as stated in clause 20.3(d), neither party will be entitled to commence court proceedings or arbitration in respect of the Dispute unless a Notice of Dissatisfaction has been given in accordance with this clause 20.5.

20.6 Final and binding decision

- (a) If an Expert has made a determination as to a Dispute, and no Notice of Dissatisfaction has been given by either party under clause 20.5, within 10 Business Days after it received the Expert's determination, then the determination will become final and binding upon both parties.
- (b) Once a determination of an Expert has become final and binding under clause 20.6(a), neither party will be entitled to challenge the determination on any basis.

20.7 Failure to comply with Expert's decision

If a party fails to comply with any final and binding decision of the Expert, then the other party may, without prejudice to any other rights it may have, give a notice to the other party requiring the failure itself to be determined as a Dispute in accordance with clause 20.8. In these circumstances clauses 20.2 to 20.4 will not apply to this Dispute.

20.8 Amicable settlement

Where a Notice of Dissatisfaction has been given under clause 20.5, or where a notice has been given under clause 20.7, both parties must attempt to settle the Dispute amicably before the commencement of any further proceedings. However, unless both parties agree otherwise, if no amicable settlement has been reached within 15 Business Days after the day on which the Notice of Dissatisfaction or the notice under clause 20.7 was given, the Dispute will be determined in accordance with clause 20.9 whether or not the parties have met and attempted to settle the dispute amicably.

20.9 Litigation or arbitration

Where this clause applies, the Principal in its absolute discretion, may within 10 Business Days after the expiry of:

- (a) the 15 Business Day period referred to in clause 20.8; or
- (b) the 20 Business Day period referred to in clause 20.3(d),

(as applicable) issue a notice to the SSJ Contractor stating that the Dispute is to be determined by litigation pursuant to court proceedings. If the Principal does not issue such a notice within the 10 Business Day period, the Dispute will be referred to arbitration.

20.10 Arbitration rules

- (a) Any arbitration conducted in relation to a Dispute will be conducted in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration known as the ACICA Arbitration Rules.
- (b) The seat of the arbitration will be Sydney, Australia.
- (c) The language of the arbitration will be English.
- (d) The parties further agree to the following general principles relating to the procedure of the arbitration:
 - (i) that they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any Dispute;
 - (ii) that any arbitration conducted pursuant to this clause will not necessarily mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitral tribunal; and
 - (iii) that in conducting the arbitration, the arbitral tribunal must take into account the matters set out above, particularly in deciding issues such as:
 - (A) the number of written submissions that will be permitted;
 - (B) where appropriate, the length of written submissions;
 - (C) the extent of document discovery permitted, if any;
 - (D) the consolidation of proceedings, when requested;
 - (E) the joinder of parties, when requested;
 - (F) the length of any hearing, if any; and
 - (G) the number of experts, if any, each party is permitted to appoint.
- (e) The parties agree that:
 - (i) subject to clause 20.11, the arbitral tribunal will have the power to grant all legal, equitable and statutory remedies, except punitive damages; and
 - (ii) section 24 of the *International Arbitration Act 1974* (Cth) will apply in an international arbitration context.
- (f) The arbitral tribunal has the power, on the application of any party to this arbitration agreement, to allow a third party who the arbitral tribunal considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party hereby consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitral tribunal has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.

- (g) Any award of the arbitral tribunal will be final and binding upon the parties.
- (h) This arbitration agreement will be governed by and must be construed according to the laws applying in New South Wales.

20.11 Exclusion from determination or award

- (a) The powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on an arbitral tribunal appointed in accordance with this clause 20.
- (b) The arbitral tribunal has no power to make a binding or non-binding determination or any award in respect of a claim by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any Dispute referred to the arbitral tribunal.

20.12 Payments

The Principal may withhold payment of that part of any amount which is the subject of a Dispute.

20.13 SSJ Contractor to continue performing obligations

Despite the existence of any Dispute the SSJ Contractor must:

- (a) continue to perform the SSJ Contractor's Activities; and
- (b) perform its other obligations under this Contract.

20.14 Urgent relief

Nothing in this clause 20 will prejudice the right of a party to seek urgent injunctive or declaratory relief from a court.

20.15 Dispute under related contracts

The parties acknowledge and agree that:

- (a) the provisions of this clause 20 will not apply to any dispute, difference, controversy or claim between one or both of the parties and the Independent Certifier which is to be resolved under the provisions of the Independent Certifier Deed;
- (b) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to the Independent Certifier Deed;
- (c) the provisions of this clause 20 will not apply to any dispute, difference, controversy or claim between the parties which is to be resolved under the SSJ Operator Cooperation and Integration Deed;
- (d) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to the SSJ Operator Cooperation and Integration Deed; and

- (b) Without limiting clause 21.2(a), the rights, obligations and liabilities of the Principal and the SSJ Contractor under this Contract with respect to proportionate liability are as specified in this Contract and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

21.3 **SSJ Contractor not to apply proportionate liability scheme**

To the extent permitted by Law:

- (a) the SSJ Contractor must not seek to apply the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) in relation to any claim by the Principal against the SSJ Contractor (whether in contract, tort or otherwise); and
- (b) if any of the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) are applied to any claim by the Principal against the SSJ Contractor (whether in contract, tort or otherwise), the SSJ Contractor will indemnify the Principal against any Loss which the Principal is not able to recover from the SSJ Contractor because of the operation of Part 4 of the *Civil Liability Act 2002* (NSW).

21.4 **Subcontracts**

The SSJ Contractor must:

- (a) in each Subcontract into which it enters for the carrying out of the SSJ Contractor's Activities include a term that (to the extent permitted by Law) excludes the application of Part 4 of the *Civil Liability Act 2002* (NSW) in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with each Subcontract whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, tort or otherwise; and
- (b) require each Subcontractor to include, in any further contract that it enters into with a third party for the carrying out of the SSJ Contractor's Activities, a term that (to the extent permitted by Law) excludes the application of Part 4 of the *Civil Liability Act 2002* (NSW) in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with each further agreement whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, tort or otherwise.

21.5 **Insurance requirements**

The SSJ Contractor must ensure that all policies of insurance covering third party liability which it is required by this Contract to effect or maintain (including the policies set out in clauses 18.6, 18.7 and 18.9.):

- (a) cover the SSJ Contractor for potential liability to the Principal assumed by reason of the exclusion of Part 4 the *Civil Liability Act 2002* (NSW); and
- (b) do not exclude any potential liability the SSJ Contractor may have to the Principal under or by reason of this Contract.

21.6 **Provisions Limiting or Excluding Liability**

Any provision of this Contract which seeks to limit or exclude a liability of the Principal or the SSJ Contractor is to be construed as doing so only to the extent permitted by Law.

22. **GENERAL**

22.1 Notices generally

- (a) Wherever referred to in this clause, **Notice** means each communication (including each notice, consent, approval, request and demand) under or in connection with this Contract.
- (b) At any time and from time to time, the Principal's Representative may notify the SSJ Contractor that a PDCS will be used for giving Notices under or in connection with this Contract. The Principal's Representative's notice will set out:
 - (i) the name of the relevant PDCS;
 - (ii) the commencement date for use of the PDCS;
 - (iii) any password, login details or similar information required for the SSJ Contractor to use the PDCS;
 - (iv) any requirements for specific notices (eg notices of Claims);
 - (v) the name and contact details of any additional person which the Principal's Representative nominates for receipt of Notices under this Contract; and
 - (vi) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (ba) At any time and from time to time, the Principal's Representative may notify the SSJ Contractor that a PDCS will not be used for giving certain Notices under or in connection with this Contract. The Principal's Representative's notice will state that such Notices will be given in accordance with clause 22.1(c)(i).
- (c) Each Notice must:
 - (i) before the date referred to in clause 22.1(b)(ii) or where clause 22.1(ba) applies:
 - (A) be in writing;
 - (B) be addressed:
 - (aa) in the case of a Notice from the SSJ Contractor, to the Principal's Representative and any additional person notified by the Principal in writing; or
 - (bb) in the case of a Notice from the Principal, to the SSJ Contractor's Representative; or
 - (C) comply with any requirements for specific notices (eg notices of Claims) specified by the Principal in writing;
 - (D) be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party; and
 - (E) be delivered or posted to the relevant address or sent to the email address shown below (or to any new address or email address notified by the intended recipient):

(aa) to the Principal:

Address: Level 43, 680 George Street
Sydney NSW 2000

Email: [REDACTED]

Attention : [REDACTED]

Any Notice in relation to a Claim or a Dispute must also be addressed to the Deputy General Counsel – Sydney Metro and sent to [REDACTED]

(bb) to the Principal's Representative:

Address: Level 43, 680 George Street
Sydney NSW 2000

Email: [REDACTED]

Attention : [REDACTED]

Any Notice in relation to a Claim or a Dispute must also be addressed to the Deputy General Counsel – Sydney Metro and sent to [REDACTED]

(cc) to the SSJ Contractor:

Address: Level 4, 100 Arthur Street, North Sydney
NSW 2060

Email: [REDACTED]

Attention: [REDACTED] the SSJ Contractor's Representative

(ii) on and from the commencement date for use of the PDCS referred to in clause 22.1(b)(ii) and other than where clause 22.1(ba) applies:

(A) be sent through the PDCS in accordance with the requirements set out in clause 22.1(e) and:

(aa) in the case of a Notice from the SSJ Contractor, be addressed to the Principal's Representative and any additional person notified in accordance with clause 22.1(b)(v) and comply with any requirements notified in accordance with clause 22.1(b)(iv); or

(bb) in the case of a Notice from the Principal, be addressed to the SSJ Contractor's Representative; or

(B) in circumstances where the PDCS is temporarily disabled or not operating, be issued in accordance with clause 22.1(c)(i).

(d) A communication is taken to be received by the addressee:

- (i) (in the case of a Notice sent through the PDCS) at the time recorded on the PDCS as being the time at which the Notice was sent;
 - (ii) (in the case of prepaid post sent to an address in the same country) 2 Business Days after the date of posting;
 - (iii) (in the case of international post) 7 Business Days after the date of posting;
 - (iv) (in the case of delivery by hand) on delivery; and
 - (v) (in the case of email):
 - (A) if it is transmitted by 5.00 pm (Sydney time) on a Business Day – on that Business Day; or
 - (B) if it is transmitted after 5.00 pm (Sydney time) on a Business Day, or on a day that is not a Business Day – on the next Business Day.
- (e) With respect to Notices sent through the PDCS:
- (i) all Notices must be submitted by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
 - (ii) only the text in any Notice, or subject to paragraph 22.1(e)(iii), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and
 - (iii) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
 - (A) .pdf format;
 - (B) a format compatible with Microsoft Office; or
 - (C) such other format as may be agreed between the parties in writing from time to time.
- (f) The SSJ Contractor must:
- (i) ensure that it has internet access which is sufficient to facilitate use of the full functionality of the PDCS;
 - (ii) ensure that relevant personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
 - (iii) ensure all relevant personnel attend all necessary training required by the Principal's Representative;
 - (iv) advise the Principal's Representative of which personnel require access to the PDCS;
 - (v) at all times, ensure that it has access to personnel trained in the use of the PDCS so as to be able to view, receive and submit communications (including Notices) using the PDCS; and

- (vi) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send all communications which have been issued pursuant to clause 22.1(c)(ii)(B) to the Principal's Representative through the PDCS.

The Principal has no liability for any losses the SSJ Contractor may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS, and the SSJ Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim against the Principal arising out of or in connection with the SSJ Contractor's access to or use of the PDCS or any failure of the PDCS.

22.2 **Governing Law**

This Contract is governed by and will be construed according to the Laws of New South Wales.

22.3 **No Waiver**

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by Law or under this Contract by the Principal will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by Law or under this Contract.
- (b) Any waiver or consent given by the Principal under this Contract will only be effective and binding on the Principal if it is given or confirmed in writing by the Principal.
- (c) No waiver by the Principal of:
 - (i) a breach of any term of this Contract; or
 - (ii) any other failure by the SSJ Contractor to comply with a requirement of this Contract, including any requirement to give any notice which it is required to give in order to preserve its entitlement to make any Claim against the Principal,

will operate as a waiver of another breach of that term or failure to comply with that requirement or of a breach of any other term of this Contract or failure to comply with any other requirement of this Contract.

22.4 **Assignment**

- (a) Assignment by the SSJ Contractor

The SSJ Contractor cannot assign, transfer or novate any of its rights or liabilities under this Contract without the prior written consent of the Principal and except on such terms as are determined in writing by the Principal.

- (b) Assignment and Novation by the Principal

- (i) Without limiting clause 22.20, the Principal may assign, novate or otherwise transfer this Contract, its interest in the subject matter of this Contract or any right under this Contract.
- (ii) The SSJ Contractor agrees to such assignment, novation or transfer such that no further consent is required.

- (iii) In the case of a novation by the Principal under this clause:
 - (A) the Principal will be released from its obligations under this Contract and the respective rights of the Principal and the SSJ Contractor against one another under this Contract will cease;
 - (B) the novated agreement will be on the same terms as this Contract, such that the incoming party and the SSJ Contractor will assume the same obligations to one another and acquire the identical rights against one another as the rights and obligations discharged under clause 22.4(b)(iii)(A), except that the incoming party replaces the Principal for all purposes under the agreement; and
 - (C) the SSJ Contractor consents to the disclosure by or on behalf of the Principal to the incoming party of their confidential information for the purposes of the novation.
- (iv) The Principal may at any time enter into any subcontracting, delegation or agency agreements or arrangements in relation to any of its functions.

22.5 **Entire Agreement**

This Contract constitutes the entire agreement and understanding between the parties and will take effect according to its tenor despite, and supersede:

- (a) any prior agreement (whether in writing or not), negotiations and discussions between the parties in relation to the subject matter of this Contract; and
- (b) any correspondence or other documents relating to the subject matter of this Contract that may have passed between the parties prior to the date of this Contract and that are not expressly included in this Contract.

22.6 **Joint and Several Liability**

- (a) The rights and obligations of the Principal and the SSJ Contractor, if more than one person, under this Contract, are joint and several.
- (b) Each person constituting the SSJ Contractor acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this Contract) of the other as if those acts or omissions were its own and the Principal may proceed against any or all of them.

22.7 **Severability**

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

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

22.8 **Indemnities to Survive**

- (a) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Contract.
- (b) Nothing in this clause 22.8 prevents any other provision of this Contract, as a matter of interpretation also surviving the termination of this Contract.
- (c) It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Contract.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

22.9 Stamp Duty and Other Fees

The SSJ Contractor must pay all stamp duties and other fees payable in respect of the execution of this Contract and the performance of its obligations in respect of this Contract.

22.10 Taxes

Without limiting clause 7 but subject to clause 16.12, the SSJ Contractor must pay all Taxes that may be payable in respect of the SSJ Contractor's Activities, including any customs duty or tariff, and primage applicable to imported materials, plant and equipment required for the SSJ Contractor's Activities.

22.11 Confidentiality

- (a) Subject to clause 22.11(b), the SSJ Contractor must:
 - (i) keep confidential this Contract, all Information Documents and any information relating to the SSJ Contractor's Activities and any discussions concerning this Contract or any Information Documents;
 - (ii) not use the information referred to in sub paragraph (a)(i) except as necessary for the performance of the SSJ Contractor's Activities; and
 - (iii) ensure that each of its officers, employees and Subcontractors complies with the terms of sub-paragraphs (a)(i) and (a)(ii).
- (b) The SSJ Contractor is not obliged to keep confidential any information:

- (i) which is in the public domain through no default of the SSJ Contractor; or
- (ii) the disclosure of which is:
 - (A) required by Law;
 - (B) consented to in writing by the Principal; or
 - (C) given to a court in the course of proceedings to which the SSJ Contractor is a party.
- (c) The SSJ Contractor must:
 - (i) execute and submit to the Principal within 14 days of the date of this Contract a Confidentiality Undertaking in the form of Schedule B7;
 - (ii) ensure that all employees of the SSJ Contractor that have access to the information described in the Confidentiality Undertaking are aware of their obligations under the terms of the Confidentiality Undertaking; and
 - (iii) ensure that each Subcontractor to the SSJ Contractor execute and submit a Confidentiality Undertaking to the Principal.
- (d) The SSJ Contractor acknowledges that the Principal may disclose this Contract (and information concerning the terms of this Contract) under or in accordance with any one or more of the following:
 - (i) the *Government Information (Public Access) Act 2009* (NSW);
 - (ii) to satisfy the disclosure requirements of the New South Wales Auditor General or to satisfy the requirements of Parliamentary accountability; and
 - (iii) any other Law.
- (e) The SSJ Contractor must provide to the Principal any other information which the Principal reasonably requires to comply with its obligations under the items referred to in clause 22.11(d).

22.12 **Principal May Act**

- (a) The Principal may, either itself or by a third party, perform an obligation under this Contract that the SSJ Contractor was obliged to perform but which it failed to perform.
- (b) The costs, Losses, liabilities, expenses and damages suffered or incurred by the Principal in so performing such an obligation be a debt due from the SSJ Contractor to the Principal.
- (c) Where the Principal or the Principal's Representative is entitled under this Contract to exercise any right or power to:
 - (i) direct or instruct the SSJ Contractor to; or
 - (ii) itself step-in to,

take any action or omit to take any action, it is not obliged to exercise that right or power, and may do so in their absolute discretion.

- (d) Where the Principal or the Principal's Representative does exercise any such right or power, the SSJ Contractor remains responsible for, controls and assumes the risk of all environmental, health and safety issues relating to the Project Works.

22.13 **Process Agent**

If the SSJ Contractor is a foreign company (as defined in the *Corporations Act 2001* (Cth)), the SSJ Contractor must:

- (a) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this Contract. The appointment must be in a form acceptable to the Principal and may not be revoked without the Principal's consent; and
- (b) obtain the process agent's consent to the appointment.

22.14 **Variations**

This Contract may only be varied by a document signed by or on behalf of both the Principal and the SSJ Contractor.

22.15 **Prior Work**

The SSJ Contractor agrees that the work in connection with the SSJ Contractor's Activities carried out by the SSJ Contractor prior to the date of this Contract will be deemed to be governed by the provisions of this Contract and will be deemed to be part of the SSJ Contractor's Activities and any payments made to the SSJ Contractor by the Principal prior to the date of this Contract in respect of the SSJ Contractor's Activities will be treated as part payments of the amount required to be paid by the Principal under this Contract.

22.16 **Counterparts**

This Contract may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

22.17 **Personal Property Securities Act**

- (a) By signing this Contract, the SSJ Contractor acknowledges and agrees that if this Contract and the transactions contemplated by it, operate as, or give rise to, a security interest for the purposes of the PPS Law (**Security Interest**), the SSJ Contractor must do anything (including amending this Contract or any other document, executing any new terms or any other document, obtaining consents, getting documents completed and signed and supplying information) that the Principal considers necessary under or as a result of the PPS Law for the purposes of:
 - (i) ensuring that the Security Interest is enforceable, perfected or otherwise effective and has the highest priority possible under PPS Law;
 - (ii) enabling the Principal to apply for any registration, or give any notification, in connection with the Security Interest, including the registration of a financing statement or financing change statement; or
 - (iii) enabling the Principal to exercise rights in connection with the Security Interest and this Contract.

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

22.18 **Vienna Convention**

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract.

22.19 **No Merger**

Terms contained in this Contract which are capable of taking effect, or capable of continuing after Completion, will remain in full force and effect and will not merge on Completion.

22.20 **Transfer of Functions or NSW Rail Assets**

- (a) The parties acknowledge that:
 - (i) a Rail Transport Agency may be reconstituted, renamed, dissolved, replaced or restructured and that some or all of the powers, functions, assets, rights, liabilities or responsibilities of a Rail Transport Agency may be transferred to or vested in another entity;
 - (ii) if a Rail Transport Agency is reconstituted, renamed, dissolved, replaced or restructured or if some or all of a Rail Transport Agency's powers, functions, rights or responsibilities are transferred to another entity, then other than as notified by the Rail Transport Agency, references in this Contract to that party (as the case may be) must, subject to any facilitative legislation, be deemed to refer, as applicable, to that reconstituted, renamed, restructured or new entity to the extent that the entity has assumed or has had transferred to it or vested in it those powers, functions, rights or responsibilities; and

- (iii) a Rail Transport Agency may, or may be required to (including as a result of changes to New South Wales Government policy or directions) acquire, or dispose of, any property or assets forming part of a Rail Transport Agency's assets at its absolute discretion.
- (b) The SSJ Contractor acknowledges and agrees that it must, to the extent required by a Rail Transport Agency and without limiting any facilitative legislation, negotiate in good faith any variations required to this Contract, or any replacement agreement or agreements for this Contract to give effect to a Rail Transport Agency being reconstituted, renamed, dissolved, replaced or restructured.
- (c) The SSJ Contractor will be taken for all purposes to have consented to, and will not have, and no Rail Transport Agency will be liable for, any claim as a result of any action, matter or circumstance referred to in, or contemplated by clause 22.20.
- (d) For the purposes of this clause 'another entity' means a government or semi-government entity including any agency, statutory corporation, statutory authority, department or state owned corporation.

23. NOTIFICATION OF CLAIMS

23.1 Notice of Change

If a direction by the Principal's Representative, other than a "Change Order" under clause 11.2, constitutes or involves a Change, the SSJ Contractor must, if it wishes to make a Claim against the Principal arising out of, or in any way in connection with, the direction:

- (a) within the time specified in Schedule A1 of receiving the direction and before commencing work on the subject matter of the direction, give notice to the Principal's Representative, that it considers the direction constitutes or involves a Change;
- (b) within the time specified in Schedule A1, submit a written Claim to the Principal's Representative, which includes the details required by clause 23.3(b); and
- (c) continue to carry out the SSJ Contractor's Activities in accordance with this Contract and all directions of the Principal's Representative, including any direction in respect of which notice has been given under this clause 23.1.

23.2 Notice of Other Claims

If the SSJ Contractor wishes to make any Claim (other than an Excluded Claim) against the Principal in respect of any direction of the Principal's Representative or any other event, circumstance, act, omission, fact, matter or thing (including a breach of this Contract by the Principal) under, arising out of, or in any way in connection with, this Contract, the SSJ Contractor's Activities or the Project Works, including anything in respect of which:

- (a) it is otherwise given an express entitlement under this Contract; or
- (b) this Contract expressly provides that:
 - (i) specified costs are to be added to any component of the Contract Price; or
 - (ii) any component of the Contract Price will be otherwise increased or adjusted,

as determined by the Principal's Representative,
the SSJ Contractor must give the Principal's Representative:

- (c) the notice required by clause 23.3(a); and
- (d) a Claim in accordance with clause 23.3(c).

23.3 Prescribed Notices

- (a) Any written notice referred to in clauses 23.1(a) and 23.2 must:
 - (i) be provided not later than the time specified in Schedule A1 after the SSJ Contractor first becoming aware (or when it ought reasonably to have first become aware) of the direction, event, circumstance, act, omission, fact, matter or thing which gave rise to the alleged entitlement; and
 - (ii) expressly specify:
 - (A) that the SSJ Contractor proposes to make a Claim; and
 - (B) the direction event, circumstance, act, omission, fact, matter, or thing, which gave rise to the alleged entitlement in the Claim.
- (b) Any written Claim referred to in clause 23.1(b) must include:
 - (i) detailed particulars, including the date or dates, of the direction, including any related event, circumstance, act, omission, fact, matter or thing upon which the Claim is based;
 - (ii) the provisions of this Contract or other legal basis upon which the Claim is based; and
 - (iii) details of the amount claimed and how it has been calculated.
- (c) Any written Claim referred to in clause 23.2 must:
 - (i) be provided not later than the time specified in Schedule A1 of giving the written notice under clause 23.3(a); and
 - (ii) include:
 - (A) detailed particulars, including the date or dates, of the direction, event, circumstance, act, omission, fact, matter or thing upon which the Claim is based;
 - (B) the legal basis for the Claim, whether based on a term of this Contract or otherwise, and if based on a term of this Contract, clearly identifying the specific term;
 - (C) the facts relied upon in support of the Claim in sufficient detail to permit verification; and
 - (D) details of the amount claimed and how it has been calculated.

23.4 Register of potential claims

The SSJ Contractor must maintain and keep an updated register of potential Claims that have been the subject of a notice issued by the Principal under clauses 23.1(a) and 23.3(a) and provide a copy of this register to the Principal's Representative at least 3 Business Days in advance of each meeting of the Management Review Group. This register must be in a form acceptable to the Principal and must include, for each potential Claim, the claim number, a brief description, the date of the potential Claim, any agreed next steps and the status of such next steps.

23.5 **Submission of Claims**

- (a) Claims submitted by the SSJ Contractor under clauses 23.1(b) and 23.2(d) will be considered in the first instance by the Principal's Representative who may accept or reject the Claim in part or in full.
- (b) If within 20 Business Days after first receipt of a Claim the Principal's Representative has not made a decision on the Claim, the Claim will be deemed to have been rejected on that 20th Business Day.

23.6 **Continuing Events**

If the direction, event, circumstance, act, omission, fact, matter or thing upon which a Claim is based, or their consequences are continuing, the SSJ Contractor must continue to give the information required by clause 23.3(b) or 23.3(c) every 20 Business Days after the written Claim under clause 23.1(b) or 23.2 (as the case may be) was submitted or given to the Principal's Representative, until after the direction, event, circumstance, act, omission, fact, matter or thing or the consequences thereof have ceased.

23.7 **Bar**

If the SSJ Contractor fails to comply with clauses 7.1, 7.2, 7.3, 7.4, 7.5, 15.8, 23.2, 23.3 or 23.6:

- (a) the Principal will not be liable upon any Claim by the SSJ Contractor; and
- (b) the SSJ Contractor will be absolutely barred from making any Claim against the Principal,

arising out of or in any way in connection with the relevant direction, event, circumstance, act, omission, fact, matter or thing (as the case may be) to which those clauses apply.

23.8 **Other Provisions Unaffected**

Nothing in clauses 23.1 to 23.7 will limit the operation or effect of any other provision of this Contract that requires the SSJ Contractor to give notice to the Principal's Representative in order to preserve an entitlement to make a Claim against the Principal.

24. **REPRESENTATIONS AND WARRANTIES**

24.1 **Principal representations and warranties**

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

- (a) it is a statutory body validly constituted and existing under the Transport Administration Act 1988 (NSW);
- (b) it has or will have in full force and effect all authorisations necessary under its constituent legislation to enter into and perform its obligations under this Contract

(or will have them in full force and effect at the time the obligation is to be performed);

- (c) the Contract constitutes a valid and legally binding obligation on it in accordance with its terms; and
- (d) the execution, delivery and performance of the Contract does not violate any law, or any document or agreement to which it is a party or which is binding on it or its assets.

24.2 **SSJ Contractor Representations and Warranties**

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

- (a) is duly registered and remains in existence;
- (b) the execution, delivery and performance of the Contract does not violate any law, or any document or agreement to which it is a party or which is binding on it or any of its assets;
- (c) it has taken all action required to enter into the Contract and to authorise the execution and delivery of the Contract and the satisfaction of its obligations under it;
- (d) the Contract constitutes a valid and legally binding obligation of it in accordance with its terms;
- (e) it subsists and is properly constituted;
- (f) it is not the trustee or responsible entity of any trust, nor does it hold any property subject to or impressed by any trust;
- (g) it does not have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise);
- (h) there has been no material change in the financial condition of the SSJ Contractor (since the date of its last audited accounts) which would prejudice the ability of the SSJ Contractor to perform its obligations under the Contract;
- (i) the most recently published financial statements of the SSJ Contractor has been prepared on a basis consistently applied and using accounting principles which are generally accepted and give a true and fair view of the financial condition of the SSJ Contractor;
- (j) the SSJ Contractor is not aware of any material facts or circumstances that have not been disclosed to the Principal and which might, if disclosed, materially adversely affect the decision of a prudent person considering whether or not to enter into this contract with the SSJ Contractor; and
- (k) no litigation, arbitration, mediation, conciliation, criminal or administrative procedures are current, pending or to its knowledge, threatened, which, if adversely determined, would or could have a material adverse effect upon it or its ability to perform its financial or other obligations under the Contract.

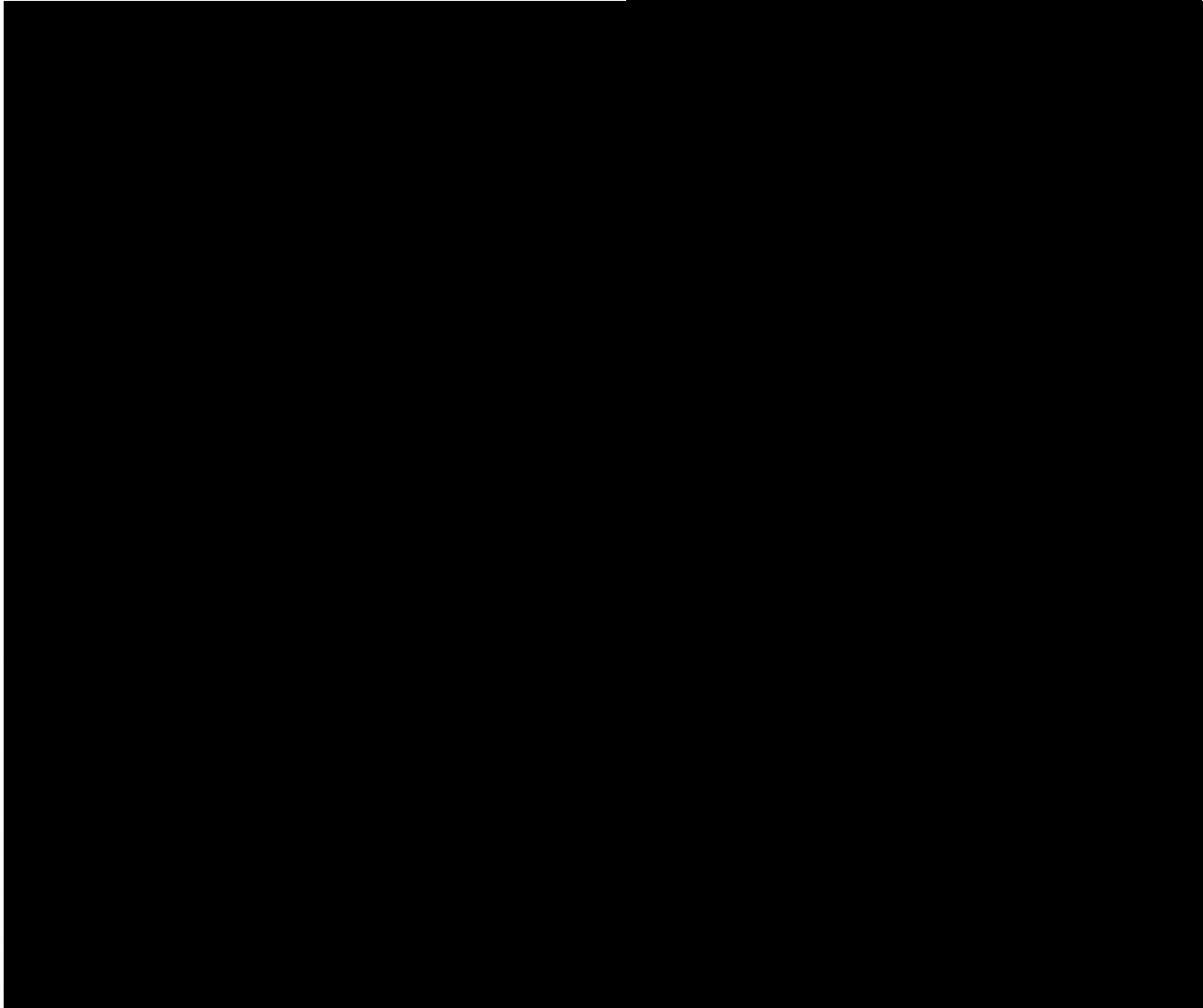
24.3 **Repetition of representation and warranties**

The representations and warranties contained in clauses 24.2(h), 24.2(i), 24.2(j) and 24.2(k) are made on the date of this Contract. Each other representation and warranty contained in this clause 24:

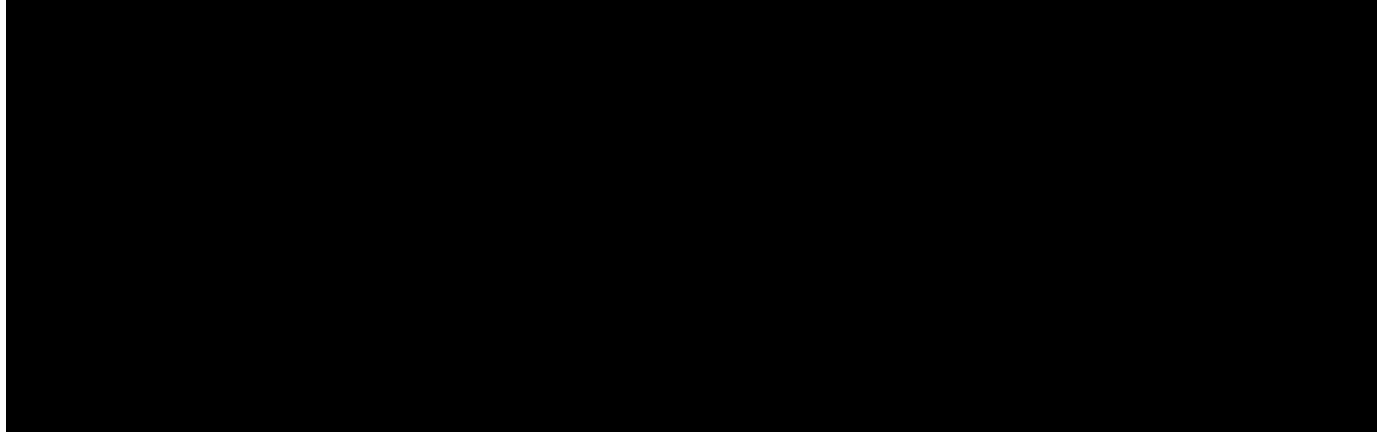
- (a) is made on the date of this Contract; and
- (b) will be deemed to be repeated on each anniversary of the date of this Contract, with reference to the facts and circumstances then subsisting.

EXECUTED as a Deed.

EXECUTED by **TRANSPORT FOR NSW**
(ABN 18 804 239 602) by its authorised
delegate, in the presence of:



Executed by **Laing O'Rourke Australia
Construction Pty Ltd (ABN 39 112 099
000)** in accordance with section 127 of the
Corporations Act 2011 (Cth):



SCHEDULE A1. – CONTRACT PARTICULARS

<p>Acoustics Advisor <i>(Definition of 'Acoustics Advisor' and clause 14.8)</i></p>	<p>Wilkinson Murray</p>
<p>Design Fee (Delivery Phase) Element <i>(Definition of 'Design Fee (Delivery Phase) Element')</i></p>	<p>██████████</p>
<p>Design Fee (Signalling) Contract Upper Limiting Fee <i>(Definition of 'Design Fee (Signalling) Contract Upper Limiting Fee', clause 4.2)</i></p>	<p>██████████</p>
<p>Environmental Representative: <i>(Definition of 'Environmental Representative' and clause 14.7)</i></p>	<p>██████████ of Healthy Buildings International Pty Limited (ABN 39 003 270 693)</p>
<p>Executive Negotiators: <i>(Definition of 'Executive Negotiators' and Clause 20.4)</i></p>	<p>Principal: (a) Sydney Metro City & Southwest Project Director SSJ Contractor: (a) Laing O'Rourke Australia Construction Pty Ltd: ██████████ (b) John Holland Pty Ltd: ██████████</p>
<p>Interface Contractors: <i>(Definition of 'Interface Contractors')</i></p>	<p>(a) the Operator; (b) the TSE Contractor; (c) the SSC Contractor; (d) the Line-Wide Contractor; (e) the TSOM Contractor; and (f) Sydney Trains.</p>
<p>Percentage to be applied for Management Fee (Delivery Phase): <i>(Definition of 'Management Fee (Delivery Phase)', clause 5.5)</i></p>	<p>██████████</p>
<p>Percentage to be applied for Management Fee (Provisional Sums): <i>(Definition of 'Management Fee (Provisional Sums)')</i></p>	<p>██████████</p>

Maximum Amount

██████████

(Definition of 'Maximum Amount', clauses 4.2, 19.4(c)(i) and 21.1(a)(v))

Parent Company

John Holland Group Pty Ltd ABN 37 050 242 147

Guarantor:

Laing O'Rourke Australia Pty Ltd ABN 71 111 023 431

(Definition of 'Parent Company Guarantor, Clause 6.8)

Preliminaries Fee (Delivery Phase) Limit

██████████

(Definition of 'Preliminaries Fee (Delivery Phase) Limit')

Principal's Representative:

██████████

(Definition of 'Principal's Representative')

Self-Performed Margin

██████████

(Definition of 'Self-Performed Margin', clause 1.1)

Share of Cost Overrun – percentage to be applied:

██████████

(Definition of 'Share of Cost Overrun', clauses 1.1 and 16.12)

Share of Savings - percentage to be applied:

██████████

(Definition of 'Share of Savings', clauses 1.1 and 16.12)

Signalling Designer:
(Definition of 'Signalling Designer')

Siemens Ltd (ABN 98 004 347 880) of 885 Mountain View Highway, Bayswater, Victoria 3153.

SSJ Contractor:
(Definition of 'SSJ Contractor')

The unincorporated joint venture comprised of John Holland Pty Ltd (ABN 11 004 282 268) of 70 Trenerry Crescent, Abbotsford VIC 3067 and Laing O'Rourke Australia Construction Pty Ltd (ABN 39 112 099 000) of Level 4, 100 Arthur Street, North Sydney NSW 2060.

Target Cost Offer Submission Date
(Definition of 'Target Cost Offer Submission Date')

██████████

Tendering Probity Plan:
(Definition of 'Tendering Probity Plan')

The appointment of the SSJ Contractor's probity auditor.
Procedures to ensure that:
(a) none of the Tenderers for any of the Reimbursable Work

has any arrangement or arrives at any understanding with any of the other Tenderers or with any employee of an association of which any of the Tenderers is a member about the work the subject of tender; and

- (b) without limitation, no Tenderer engages in:
 - (i) any discussion or correspondence with any such persons concerning the sum of money it is going to tender as its tender sum; or
 - (ii) any collusive tendering with any of the other Tenderers or any conduct or any arrangement or arrives at any understanding with any of the other Tenderers which in any way could have the effect of reducing the competitiveness of the tender process for the work and increasing the price.

Order of Precedence:
(Clause 1.4)

- (a) The Contract excluding the Schedules; then
- (b) the MRs; then
- (c) the SWTC; then
- (d) the remainder of the Schedules.

Number and form of copies of the work method statements:
(Clause 3.2(a)(ii)(H))

Three hard copies, one electronic copy in PDF and one electronic copy in native format.

Third Party Agreements:
(Clause 3.6(a)(iii)(A))

Draft Third Party Agreements

Roads and Maritime Works Authorisation Deed
Sydney Trains Transition Agreement
Sydney Water Interface Agreement

Third Party Agreements

Global Safety Interface Agreement
TransGrid Interface Agreement

Trade packages and Subcontractors:
(Clauses 12.4(c)(ii), and 12.12(a)(v))

Trade Package

Subcontractor

Design, supply, installation, testing and commissioning of the public address system works (PA, LLPA) forming part of the Brownfield Works.

████████████████████
████████████████████

Design, supply, installation, testing and commissioning of the digital voice announcement works forming part of the Brownfield Works

████████████████████

The supply of precise clocks and associated cable termination in the equipment room works forming part of the Brownfield Works

████████████████████

Cable terminations in the [REDACTED] equipment room, testing, and [REDACTED] commissioning of the intruder alarm works forming part of the Brownfield Works, including integration into the existing Sydenham Station systems.

Subcontractors required to execute deed in the form of Schedule A8:
(Clause 12.7(c)(v)(A))

Subcontracts with an initial price of [REDACTED] or greater.

(Clause 12.7(c)(v)(B))

All Subcontractor engagements which include any element of Design Work.

Warranties required from Subcontractors:
(Clause 12.9(a))

Refer to Schedule A5

Management Review Group representatives:
(Clause 14.20(a))

The Management Review Group comprises:

- (a) the Principal's Representative;
- (b) any nominees of the Principal's Representative;
- (c) the SSJ Contractor's Representative;
- (d) any nominees of the SSJ Contractor's Representative;
- (e) representatives of any of the SSJ Contractor's Subcontractors which the Principal's Representative reasonably requires; and
- (f) any other person the Principal's Representative reasonably requires from time to time.

Management Review Group meeting times:
(Clause 14.22(a)(i))

Monthly (unless otherwise directed by the Principal's Representative from time to time)

Losses (Clause 17.6(d)(ii))

[REDACTED]

Person in Insolvency Event:
(Clause 19.4(a)(iii))

John Holland Group Pty Ltd ABN 37 050 242 147
Laing O'Rourke Australia Pty Ltd ABN 71 111 023 431

Amount for termination for convenience:
(Clause 19.10(a)(i)(D))

[REDACTED]

Time for giving notices:
(Clauses 23.1(a) and 23.3(a))

10 Business Days

Time for written Claims:
(Clauses 23.1(b), 23.3(b) and 23.3(c))

10 Business Days after the meeting of the Management Review Group at which the notice under clause 23.1(a) was considered.

SCHEDULE A2. – PORTIONS AND MILESTONES

(Clauses 1.1, 15.7, 15.8, 15.9, 15.11, 15.12, 15.16, 16.1(a)(ii)(J), 16.11(c) and 17.6(d))

1. PORTIONS

Table A2-1 Portions

Portion	Description	Date for Construction Completion	Liquidated damages (clause 17.6(d)(i)) \$/day
Portion 1	Preparation and submission in accordance with the requirements of this Contract of the Design Documentation for Design Stage 3 for the Brownfield Rail Works (SWTC section 2.3.2.1), Sydenham Junction Works (SWTC section 2.3.2.2) and the Utility Service Works, excluding the signalling interlocking data required for the computer based interlocking.	[REDACTED]	[REDACTED]
Portion 2	Handover of Station Services Building as detailed in SWTC section 2.3.1.1(b)(vii); the related cable containment system for the Operator as detailed in SWTC section 2.3.1.2(b)(i) and 2.3.1.2(b)(ii) in accordance with SWTC Appendix E1.	[REDACTED]	[REDACTED]
Portion 3	Commissioning of the replacement computer based interlocking (CBI) for the Sydenham Junction Works, such that the existing route relay interlocking is fully replaced as detailed in SWTC section 2.3.2.2(c)(i).	[REDACTED]	[REDACTED]
Portion 4	Transfer of existing Bankstown Line train services (Sydney Trains) from Platform 1&2 to Platform 3&4.	[REDACTED]	[REDACTED]
Portion 5	Handover of the northern shunt-neck, eastern bypass road, and up & down metro track formations to north-east side of the scissor crossover,	[REDACTED]	[REDACTED]

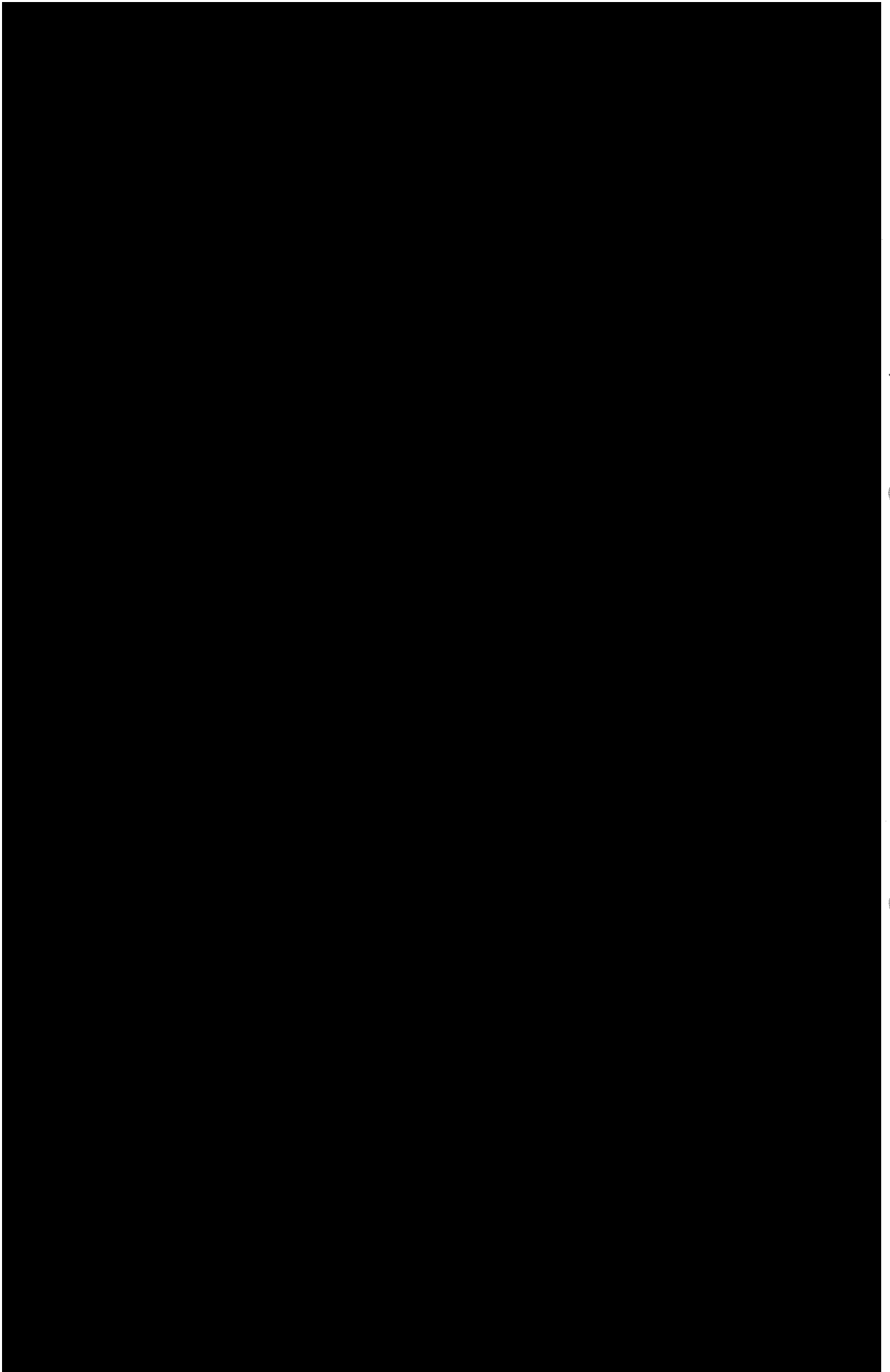
Portion	Description	Date for Construction Completion	Liquidated damages (clause 17.6(d)(i)) \$/day
	including all earthworks, structures, formation and drainage as detailed in SWTC section 2.3.1.2(b)(v)(A).		
Portion 6	Construction Completion and handover of all remaining Project Works to the Operator, except the works required for Portion 9.	██████████	██████████ ██████████ ██████████
Portion 7	Handover of all works as detailed in item 4 and 5 of SWTC Appendix E03 (TSE Interface Schedule) to enable the Interface Contractor to construct the Transgrid suspended slab and tunnel dive structures.	██████████	██████████ ██████████ ██████████
Portion 8	Handover of the Sydney Water Stormwater Drainage Works as detailed in SWTC section 2.3.4.	██████████	██████████ ██████████ ██████████
Portion 9	<p>Testing and commissioning using interim primary power supply provided from an electrical distribution Authority or a local distribution network service provider of:</p> <ul style="list-style-type: none"> (a) the new low-voltage power provided under SWTC clause 2.3.1.1(ix); (b) lifts for the Metro Concourse; (c) earthing bonding and electrolysis system for the Sydney Metro Works; (d) ticketing systems for the Metro Station; and (e) building management system for the Metro Station. 	<p>██████████</p> <p>██████████</p>	<p>██████████ ██████████ ██████████</p>

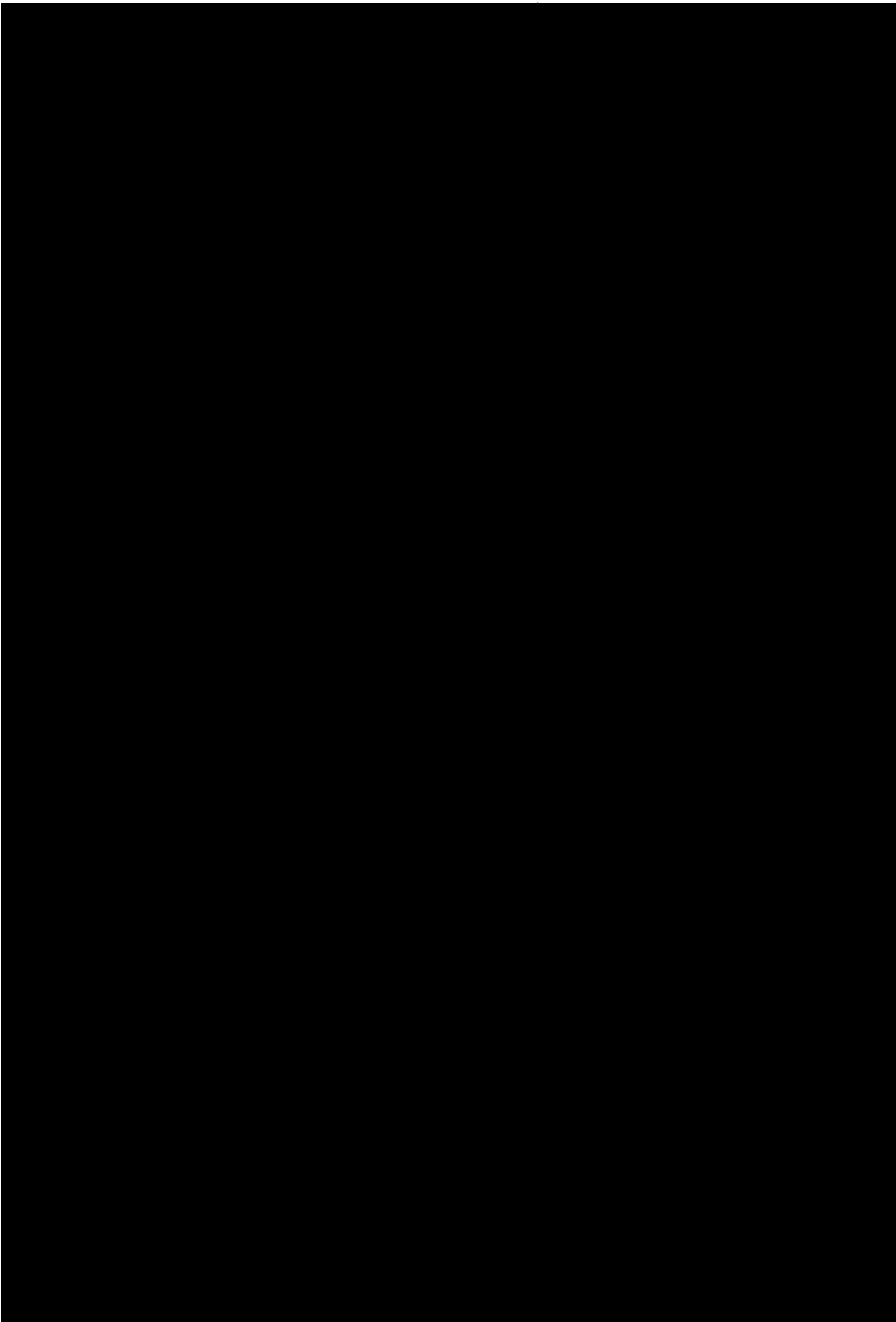
Where at any time the SSJ Contractor is liable for liquidated damages in respect of more than one Portion (each a "relevant Portion"), the SSJ Contractor's maximum aggregate liability to the Principal under clause 17.6(d)(i) in respect of any one day will be limited to the highest daily rate of liquidated damages which are at that time applicable to any relevant Portion.

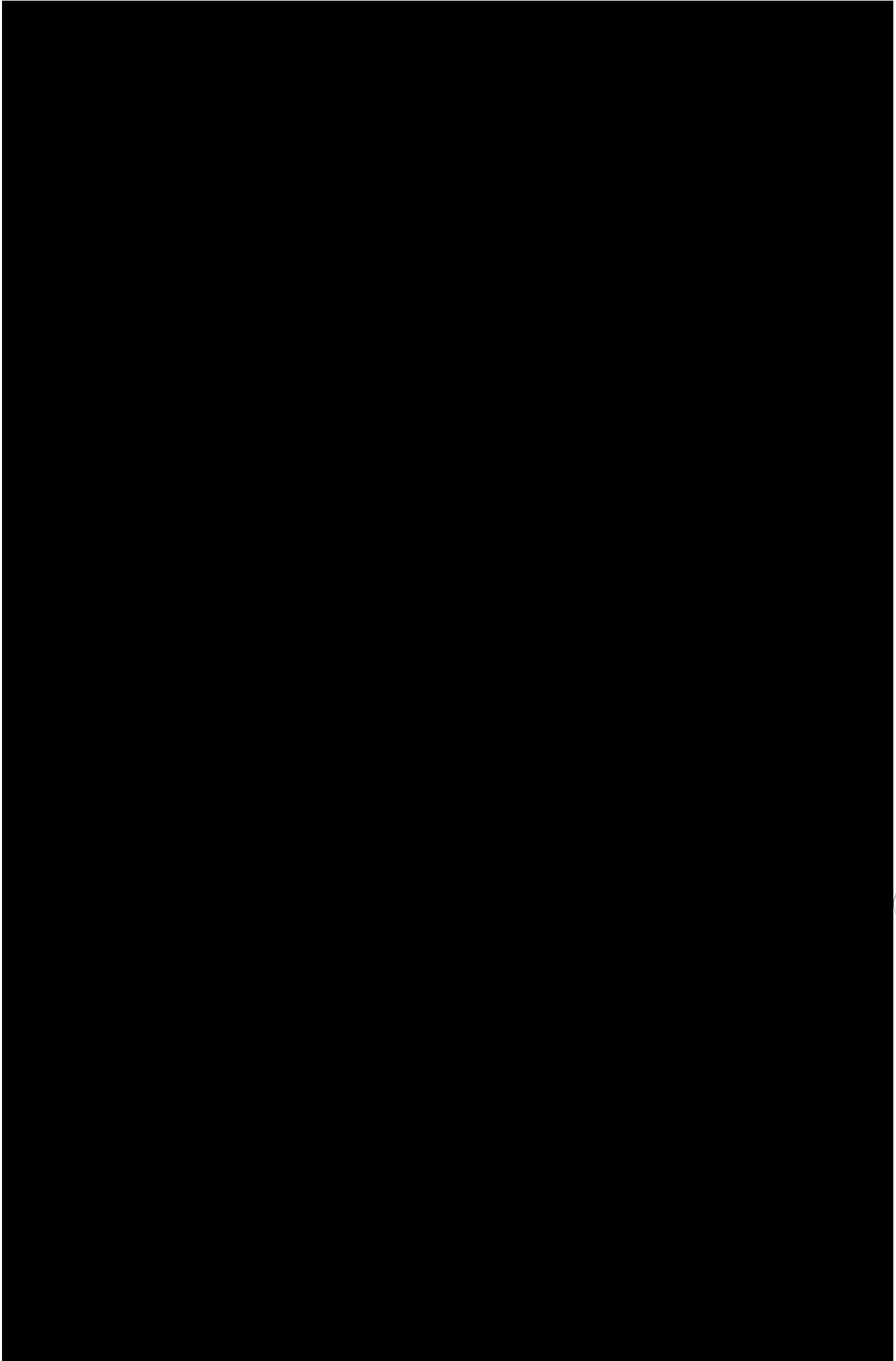
2. MILESTONE

Table A2-2 Milestones

Milestone	Associated Portion	Maximum Early Completion Payment	Original Milestone Date	Extended Milestone Date
Milestone 1	Portion 1	[REDACTED]	[REDACTED]	[REDACTED]
Milestone 2	Portion 2	[REDACTED]	[REDACTED]	[REDACTED]
Milestone 3	Portion 3	[REDACTED]	[REDACTED]	[REDACTED]
Milestone 4	Portion 4	[REDACTED]	[REDACTED]	[REDACTED]
Milestone 5	Portion 5	[REDACTED]	[REDACTED]	[REDACTED]
Milestone 6	Portion 6	[REDACTED]	[REDACTED]	[REDACTED]









SCHEDULE A3 – REQUIREMENTS FOR TARGET COST OFFER

(Clauses 1.1 and 4.2(b)(i))

The Target Cost Offer to be submitted by the SSJ Contractor during the Target Cost Development Phase must include:

Table A3-1 – Requirements for the Target Cost Offer

Element	Item	Description
Team - Organisational Structure, Designers, Key Personnel and Resource	TCO01	Contract Management Plan for the Delivery Phase.
	TCO02	Project Organisation Structure: An update to the project organisation structure for the Delivery Phase with all of the positions of the SSJ Contractor's management team and Designers' team (including the Key Personnel).
Delivery Methodology and Risks	TCO03	Subcontract Proposal: The SSJ Contractor's draft Subcontract Proposal in accordance with clause 12.2 (including identifying all proposed Self-Performed Reimbursable Work).
	TCO04	Procurement Plan as specified in MR-PA.
	TCO05	Interface Management Plan as specified in MR-PA.
Program	TCO06	Staging Plans: the SSJ Contractor's staging plans for the works, including constructability assessments.
	TCO07	SSJ Contractor's Program: the updated SSJ Contractor's Program for the Project Works in accordance with the requirements of the Contract.
Design	TCO08	the Target Cost Offer Design incorporating value engineering opportunities.
	TCO09	Sydenham Junction signalling architecture, delivery strategy, and testing & commissioning strategy.
	TCO10	SWTC and Management Requirements: a marked-up SWTC and Management Requirements that reflect any changes made in accordance with this Contract during the Target Cost Development Phase, including the value engineering process set out in section 1(p) of Schedule A4.
	TCO11	Reports: the Reports that the Target Cost Offer relies upon, including those generated as a result of the Target Cost Development Phase Site Investigations.
Risk Transfer – Legal and Commercial	TCO12	Risk Management Plan and risk register in accordance with the requirements of the Contract.

Element	Item	Description
	TCO13	Other: all other information required by the Contract to be provided prior to, or with, the Target Cost Offer.
Price	TCO14	<p>The Target Cost including:</p> <ol style="list-style-type: none"> 1) the Reimbursable Cost Element for the Project Works, including the following: <ol style="list-style-type: none"> a) expected reimbursable costs (including design, construction, testing and commissioning, but excluding the matters set out in items 2, 3 and 4 below); b) a risk and opportunity allowance, [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]; and c) all Temporary Works (other than the design items noted in Schedule C3); 2) the Design Fee (Delivery Phase) Element; 3) the Management Fee (Delivery Phase); and 4) the Preliminaries Fee (Delivery Phase). <p>The Target Cost must:</p> <ol style="list-style-type: none"> 1. be provided as a detailed breakdown of the Target Cost elements across each of the cost centres described in Table A3-2; and 2. be prepared using rates which do not exceed the rates set out in Schedule F2.
	TCO15	The Provisional Sums (as nominated by the Principal).
	TCO16	A cost plan which satisfies the requirements in Schedule F7 which will be subject to review by the person(s) (if any) appointed by the Principal to perform the functions of an 'independent estimator'.
	TCO17	An indicative monthly cash flow schedule.
Sustainability	TCO18	Develop estimates of electricity consumption (Electricity Consumption Target), fuel consumption (Fuel Consumption Target), mains water consumption (Mains Water Consumption Target) and non-potable water consumption (Non-potable Water Consumption Target) as a result of the SSJ Contractor's Activities.

Table A3-2 – Cost Centres

Cost Centre	Title	Description
M.01	Management Fee (Delivery Phase)	The Management Fee (Delivery Phase).
P.01	Preliminaries Fee (Delivery Phase)	The Preliminaries Fee (Delivery Phase).
D.01	Design Fee (Delivery Phase) Element	The Design Fee (Delivery Phase) Element, including: <ul style="list-style-type: none"> 1. all documents required to meet the Principal's design assurance process; 2. design support for construction activities; and 3. signalling design.
C.01	Utility Services Works	Utility Services Works including Utility Services adjustment & relocation, and site investigations.
C.02	Sydenham Sydney Metro Service Building and Cable Routes	Construction of the Sydney Metro Service Building and all cable routes to the adjacent contractors interface points.
C.03	Combined Services Route Relocation (Sydney Trains)	Construction of replacement Combined Services Route for Sydney Trains (outside the Sydney Metro Corridor) and relocation of all relevant services.
C.04	Sydney Water Stormwater Drainage Works	Construction of the Sydney Water drainage works including: <ul style="list-style-type: none"> 1. adjustment and relocation of the Sydney Water channels; 2. aqueduct at Sydenham Drainage basin; 3. replacement pumping station; 4. replacement access to Sydenham Basin; and 5. related heritage works.
C.05	Sydenham Junction Signalling Interlocking and Train Control System Commissioning	Construction, testing and commissioning of the Sydenham Junction signalling interlocking and train control system commissioning, including: <ul style="list-style-type: none"> 1. signalling interlocking works (computer based interlocking); 2. signalling trackside (field) works; and 3. train control system modifications.
C.06	Sydenham Junction remodelling	Construction of the Sydenham Junction remodelling including track, OHW and signalling modification (post commissioning of the computer based interlocking).
C.07	Sydenham Station Northern Concourse	Construction of the Sydenham Station Northern Concourse, including all relevant lifts and station systems to allow access by passengers.

Cost Centre	Title	Description
C.08	Sydenham Station platform, canopy, station systems and precinct works	Construction of the Sydenham Station platforms, canopies, station systems and precinct works to allow access by passengers.
C.09	Sydney Metro rail corridor works	Construction of the Sydney Metro corridor works, including: <ol style="list-style-type: none"> 1. bridge upgrades; 2. Sydney Metro formation, ballast and track works; 3. Sydney Metro OHW; and 4. any other works to be provided by the SSJ Contractor under the interface requirements specifications.
C.10	Site wide works	Site wide works including: <ol style="list-style-type: none"> 1. traffic management; and 2. environmental controls.

The Principal will assess the Target Cost Offer to determine whether it represents value for money for the Principal. The criteria for assessing value for money in the Target Cost Offer are as follows:

Table A3-3 – Criteria for determining value for money for the Target Cost Offer

Criteria No.	Criteria
1.	Team - Organisational Structure, Designers, Key Personnel and Resource
2.	Delivery Methodology and Risks
3.	Program
4.	Design – whole of life
5.	Working relationship / collaborative approach
6.	Risk Transfer – Legal and Commercial
7.	Price

SCHEDULE A4 – TARGET COST DEVELOPMENT PHASE ACTIVITIES

(Clause 1.1)

1. TARGET COST DEVELOPMENT PHASE ACTIVITIES (EXCLUDING TARGET COST DEVELOPMENT PHASE SITE INVESTIGATIONS)

The following activities are to be completed by the SSJ Contractor during the Target Cost Development Phase:

- (a) all activities as specified in Schedule C2 (Preliminaries: Target Cost Development Phase);
- (b) provision of a suitable office facility in Sydney CBD with adequate capacity to co-locate all SSJ Contractor's personnel, the Designers, and the Principal's project team for this Contract (approximately 5 personnel);
- (c) collaboration and coordination with the Principal and key stakeholders;
- (d) manage the program of activities required to obtain inputs and decisions from the Principal during the Target Cost Development Phase, including workshops, information required and provision of inputs to briefings by the Principal;
- (e) attend workshops with the Principal, including technical, commercial and value management;
- (f) assume responsibility for the Configuration Control Board process;
- (g) assume responsibility for the community consultation process;
- (h) manage the undertaking of Design Work (Signalling);
- (i) develop all Contract Management Plans and strategies as specified in the timeframes required in the MRs and the SWTC;
- (j) assume responsibility for risk management of the works, including maintaining a current risk register in accordance with the requirements for MR-PA;
- (k) draft Subcontract packaging proposal for the Principal's review, and tendering of packages of work using the Subcontract Tender Documentation approved by the Principal in accordance with this Contract;
- (l) assume control of the Track Possession and Temporary Shutdown planning process including attendance at Sydney Trains meetings;
- (m) prepare and submit the Target Cost Offer in accordance with the requirements of Schedule A3 by the Target Cost Offer Submission Date. Associated activities must include:
 - (i) preparation of the Target Cost Offer Design, including:
 - (A) developing relevant options and undertaking appraisal of the options;
 - (B) carrying out of safety in design reviews to ensure that the design is safe to deliver and key risks are mitigated; and
 - (C) preparing detailed drawings and design reports for all relevant disciplines (including architecture, civil, mechanical, electrical, rail systems) to define the Target Cost Offer;

- (n) prepare estimates for producing a Target Cost, including all costs required to complete the Project Works which will be subject to review by the Independent Estimator and alignment with the Cost Breakdown;
- (o) develop the SSJ Contractor's Program, including delivery schedule and methodology;
- (p) undertake a value engineering process and incorporate the outcomes into the Target Cost Offer, including:
 - (i) involvement of all relevant personnel of the SSJ Contractor (including as a minimum the SSJ Contractor's design manager, construction manager and a project engineer) and the Designers in a value engineering process, including participating in a series of workshops. This will include pursuing the value engineering opportunities identified in section 3 of this Schedule A4;
 - (ii) identification and elimination of any unnecessary costs and optimisation of whole of life costs of the Project Works, while ensuring that all other requirements for the Project Works are satisfied; and
 - (iii) ensuring that the delivery approach for the Project Works is the most efficient possible;
- (q) develop and submit completed additional deliverables for early works packages to be delivered within six months of the date of this Contract (unless otherwise stated, all additional deliverables are required to be submitted within 18 weeks of the date of this Contract):
 - (i) draft Construction Environmental Management Plan including sub-plans, in accordance with the requirements of MR-E, and approved by the Principal;
 - (ii) all relevant possession planning documentation;
 - (iii) Subcontract Proposals (including recommended Tenderers under clause 12.7(a)) and draft contract packages for early works packages and long-lead items including CSR and signalling equipment supply; and
 - (iv) Contract Management Plans required to be in place to undertake the early works packages;
- (r) determining the Preliminaries Fee (Delivery Phase), which will be built up from first principles during the Target Cost Development Phase [REDACTED] but not to exceed the Preliminaries Fee (Delivery Phase) Limit; and
- (s) determining the Management Fee (Delivery Phase).

2. TARGET COST DEVELOPMENT PHASE SITE INVESTIGATIONS

The following Target Cost Development Phase Site Investigations must be completed during the Target Cost Development Phase:

- (a) Utility Service investigations, including in respect of the Utility Services described in the table below, and the provision to the Principal's Representative of a Utility Service report in a form acceptable to the Principal;

Utility	Location	Interface with SSJ Scope	Planned Target Cost Development Phase Activity
Transgrid 330KV Cable 42	Fraser Park	Bankstown line Embankment realignment	Review of as-built information Site inspection to confirm horizontal alignment is correctly represented. Discuss with Utility Service Authority on opportunities for further investigations and solutions
Transgrid 330KV Cable 42	Burrows Avenue	Noise wall foundation	Review of as-built information Site inspection to confirm horizontal alignment is correctly represented. Discuss with Utility Service Authority on opportunities for further investigations and solutions
Transgrid 330KV Cable 42	Bolton Street/Hogan Avenue	Southern plaza	Review of as-built information Site inspection to confirm horizontal alignment is correctly represented.
Transgrid 330KV Cable 42	Bolton Street	Bolton Street drainage	Review of as-built information Site inspection to confirm horizontal alignment is correctly represented. Discuss with Utility Service Authority on opportunities for further investigations and solutions
Transgrid 330KV Cable 42	Rail Crossing	corridor retaining wall foundation	Review of as-built information Cable tracing across width of the rail corridor to validate horizontal alignment. Discuss with Utility Service Authority on opportunities for further investigations and solutions
Ausgrid 132KV	Sydenham Rd/Railway Pde	Culvert realignment/ Northern plaza	Review of as-built information Pot hole to validate vertical and horizontal

Utility	Location	Interface with SSJ Scope	Planned Target Cost Development Phase Activity
Ausgrid 132KV	Hogan Avenue	Southern plaza	alignment Review of as-built information Pot hole to validate vertical and horizontal alignment
Ausgrid 33KV	Sydenham Road	Culvert realignment/ Northern plaza	Review of as-built information Pot hole to validate vertical and horizontal alignment
Ausgrid 33KV	Hogan Avenue	Southern plaza	Review of as-built information Pot hole to validate vertical and horizontal alignment
Jemena 110mm gas	Sydenham Rd/ Hogan Rd	Culvert realignment/ Northern plaza/Southern plaza	Review of as-built information Pot hole to validate vertical and horizontal alignment
559mm Sydney Water Distribution Main	Sydenham Road/Railway Parade/Hogan Avenue	Culvert realignment/Northern plaza/Southern plaza	Review of as-built information Pot hole to validate vertical and horizontal alignment Discuss with Utility Service Authority on opportunities for further investigations and solutions
HV, water main, telecommunication conduits	Railway Parade/Sydenham Road to DS0001	Utility services to Sydenham Pit and Pump Station DS0001	Review of as-built information Pot holes to validate vertical and horizontal alignment Discuss with Utility Service Authority on opportunities for further investigations and solutions
525mm sewer main	Railway Pde/Garden St	Culvert realignment	Review of as-built information Site inspection to confirm access and depth of invert. Discuss with Utility Service Authority on opportunities for further investigations and solutions
Qenos Pipeline	Fraser Park	Bankstown line embankment realignment/CSR realignment	Review of as-built information Site inspection to confirm horizontal alignment is correctly represented. Discuss with Utility Service owner on opportunities for further investigations and solutions

Utility	Location	Interface with SSJ Scope	Planned Target Cost Development Phase Activity
Qenos Pipeline	Railway Rd/Burrows Ave	Noise wall foundations	Review of as-built information Site inspection to confirm horizontal alignment is correctly represented. Discuss with Utility Service Authority on opportunities for further investigations and solutions

- (b) Site surveying to confirm positions and clearances for specific structures, including station, utilities, detention basin, culvert, Bankstown line embankment;
- (c) Geotechnical and contamination investigations, including seven boreholes at specific locations on the Project Site and the provision to the Principal's Representative of a Contamination report in a form acceptable to the Principal; and
- (d) Asset condition site inspections, including in respect of all existing bridges, station structure, and any other structures to be affected by the Project Works and Temporary Works.

3. VALUE ENGINEERING OPPORTUNITIES

The value engineering opportunities to be pursued in the Target Cost Development Phase include:

- (a) reuse and upgrade of existing pumping station;
- (b) canopy modifications including the length and type of finishes;
- (c) platform finishes to match existing;
- (d) rationalisation of scope and finishes in the public domain and precinct areas;
- (e) reduction of Metro station service buildings and support facilities;
- (f) bridge waterproofing and upgrades;
- (g) challenge of standards for CSR and cable joint pits;
- (h) challenge of the Management Requirements;
- (i) removal of interface design requirements;
- (j) storm water channel and aqueduct modifications including realignment options;
and
- (k) obtaining from applicable Subcontractors a deed in a form other than that prescribed in Schedule A6.

3. Warrantor to bear cost

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

4. Principal not liable

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

5. This deed poll may not be revoked

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

6. Governing Law

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

7. Jurisdiction

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

8. Enforcement of this deed poll

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

9. Limit of liability

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

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

Schedule

Item 1: Name and Address of Warrantor

Item 2: Equipment
(Recital A)

Item 3: SSJ Contractor
(Recital A)

Item 4: Subcontractor
(Recital A)

Item 5: Contract
(Recital A)

Item 6: Detailed Warranty of Warrantor
(Clause 1(b))

Item 7:
(Clause 2)

[insert period] years from Construction Completion of the Portion (as defined in the General Conditions) of which the Equipment forms part.

Executed as a deed poll.

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

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

SCHEDULE A7. – SSJ CONTRACTOR'S PERSONNEL

(Clauses 14.4(a), 14.4(b)(i) and 14.4(b)(iv))

The SSJ Contractor's personnel must be available as stated in this Schedule A7.

Note: A reference to "Full-time" in this Schedule A7 means the equivalent of a full-time person of at least 1840 hours per year or pro-rata part thereof.

Role Ref	Position	Nominated SSJ Contractor's Personnel	Organisation	Availability	Commence	Available Until
01	Project Director		SSJ Contractor		Date of the Contract.	
02	Project/Area Manager(s)		SSJ Contractor		Date of the Contract.	
03	Civil Construction Manager(s)		SSJ Contractor		May 2018.	
04	Engineering/Design Manager		SSJ Contractor		Date of the Contract.	
05	Rail Systems Construction Manager		SSJ Contractor		Commencement of Delivery Phase	
06	Utility Services Manager		SSJ Contractor		Date of the Contract.	
07	Signalling Manager		SSJ Contractor		Date of the Contract.	
08	Commissioning and Operational Readiness Manager		SSJ Contractor		Date of the Contract.	
09	Design Team Manager		SSJ Contractor		Date of the Contract.	
10	Architect's Lead		HASELL		Commencement of Delivery	

Role Ref	Position	Nominated SSJ Contractor's Personnel	Organisation	Availability	Commence	Available Until
					Phase	
11	Structural Designer's Lead		Robert Bird		Commencement of Delivery Phase	
12	Rail System Designer's Lead		Aurecon		Commencement of Delivery Phase	
13	Heritage Consultant's Lead		Purcell		Date of the Contract	
14	Commercial Manager		SSJ Contractor		Date of the Contract.	
15	Environmental Manager		SSJ Contractor		Date of the Contract.	
16	Sustainability Manager		SSJ Contractor			
17	WHS Manager		SSJ Contractor		Commencement of Delivery Phase	
18	Rail Safety Manager		SSJ Contractor		Commencement of Delivery Phase	
19	Safety Assurance Manager		SSJ Contractor		Commencement of Delivery Phase	
20	Certified Occupational Hygienist		Hibbs & Associates		Date of the Contract	
21	Station Operations Interface Manager		SSJ Contractor		Date of the Contract.	
22	Interface Contractors Manager		SSJ Contractor		Date of the Contract.	

Role Ref	Position	Nominated SSJ Contractor's Personnel	Organisation	Availability	Commence	Available Until
23	Quality Assurance Manager	[REDACTED]	SSJ Contractor	[REDACTED]	Apr 18	[REDACTED]
24	Workforce Development and Industry Participation Manager	[REDACTED]	SSJ Contractor	[REDACTED]	Date of the Contract.	[REDACTED]
25	Aboriginal Participation Manager	[REDACTED]	SSJ Contractor	[REDACTED]	Date of the Contract	[REDACTED]
26	Stakeholder and Community Relations Manager	[REDACTED]	SSJ Contractor	[REDACTED]	Date of the Contract.	[REDACTED]
27	Site Supervisors	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
27.1	Site Supervisor - Civil	[REDACTED]	SSJ Contractor	[REDACTED]	May 2018.	[REDACTED]
27.2	Site Supervisor - Utilities	[REDACTED]	SSJ Contractor	[REDACTED]	May 2018.	[REDACTED]
28	Superintendents	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
28.1	Superintendent - Construction	[REDACTED]	SSJ Contractor	[REDACTED]	Oct 2018.	[REDACTED]
28.2	Superintendent - Rail	[REDACTED]	SSJ Contractor	[REDACTED]		[REDACTED]

EXECUTED as a deed poll

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

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

ATTACHMENT 1

Deed of Novation

DATE: *[insert date]*

BETWEEN:

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

RECITALS:

- (A) By a contract dated *[Insert]* between:
- (1) Transport for NSW (ABN 18 804 239 602) of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (**Principal**); and
 - (2) Original SSJ Contractor,
- (**Contract**) the Principal engaged the Original SSJ Contractor to undertake the Project Works (as defined in the Contract).
- (B) The Original SSJ Contractor has entered into an agreement (**Subcontract**) with the Subcontractor for the execution and completion of the *[Insert]* (**Subcontract Works**) as part of the Project Works.
- (C) The Principal has terminated the Contract and has engaged the Substitute SSJ Contractor to complete the Project Works.
- (D) The Principal and the Substitute SSJ Contractor wish to effect a novation of the Subcontract.

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

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

EXECUTED by the parties as a deed:

[Note: Insert appropriate execution clauses prior to execution.]

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

Signature of Director

Name of Director in full

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

Signature of Director

Name of Director in full

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

Signature of Director

Name of Director in full

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature of Secretary/other Director

Name of Secretary/other Director in full



**SCHEDULE A9. – FORM OF INTERFACE AGREEMENT DEED POLL IN FAVOUR OF RAIL
TRANSPORT AGENCY AND TRANSPORT FOR NEW SOUTH WALES**

(Clauses 1.5(a))

THIS DEED POLL is made the day of 20

To: Transport for NSW (ABN 18 804 239 602) of Level 43, 680 George Street, Sydney NSW 2000 (**TfNSW**)

and

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

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

RECITALS

- (A) Rail Transport Agency operates the commuter rail system in Sydney in the surrounds where the Works (Project) is to be undertaken by the SSJ Contractor and others.
- (B) TfNSW is responsible for developing certain major railway systems and other major transport projects.
- (C) TfNSW is responsible for procuring the execution and completion of the Project, and has entered into a safety interface agreement dated 28 June 2013 (**Global Safety Interface Agreement**) with Rail Transport Agency to cover the Project.
- (D) Rail Transport Agency is relying on TfNSW to procure the SSJ Contractor (with others) to execute and complete the Project in accordance with the Contract to ensure that Rail Transport Agency will satisfy, among other things, its obligation to provide an operating commuter rail system.
- (E) Rail Transport Agency will suffer loss if TfNSW does not procure the SSJ Contractor to execute and complete the Works in accordance with the Contract and the Global Safety Interface Agreement.

OPERATIVE

- 1. The SSJ Contractor will comply with its obligations under the Global Safety Interface Agreement as specified in the Contract.
- 2. During and upon Completion of the Project, the SSJ Contractor's Activities will satisfy the requirements of the Global Safety Interface Agreement.
- 3. Rail Transport Agency and TfNSW may assign or charge the benefits and rights accrued under this Deed Poll.
- 4. This Deed Poll is governed by the laws of the State of New South Wales.
- 5. This Deed Poll may not be revoked or otherwise modified without the prior written consent of Rail Transport Agency and TfNSW.
- 6. Where terms used in this Deed Poll are defined in the Contract or the Global Safety Interface Agreement, those terms have the meaning given to them in the Contract or the Global Safety Interface Agreement.

Executed as a deed poll.

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

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full



SCHEDULE A10. – FORM OF SSJ CONTRACTOR DEED POLL

(Clauses 1.5(b), 21.1(a)(iv), 21.1(e) and 21.1(h)(ii))

This deed poll ("Deed Poll") is made the day of 20

By: *[insert name of SSJ Contractor] (ABN [insert SSJ Contractor's ABN]) of [insert SSJ Contractor's address] (TfNSW Contractor),*

in favour of: *[insert name of Beneficiary of Deed Poll – Sydney Trains] (ABN [insert Beneficiary's ABN]) of [insert Beneficiary's address] (Owner),*

RECITALS

- A. TfNSW is responsible for delivering the Sydney Metro Program (**Program**).
- B. As part of the Program, TfNSW has entered into the Main Contract.
- C. The Owner is relying on TfNSW to procure the TfNSW Contractor to execute and complete the Sydney Trains Works in accordance with the Main Contract.
- D. The Owner is relying on TfNSW to procure the TfNSW Contractor to execute and complete the Sydney Trains Works in accordance with the Main Contract.
- E. The Owner will suffer loss if TfNSW does not procure the TfNSW Contractor to execute and complete the Sydney Trains Works in accordance with the Main Contract.
- F. It is a condition of the Main Contract that the TfNSW Contractor executes this Deed Poll.

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

- 1. It will comply with its obligations under the Main Contract, to the extent that those obligations arise under the SMCSW Transition Agreement, including with respect to achieving Practical Completion and Final Completion of the Sydney Trains Works.
- 2. Upon the issue of a certificate in accordance with clause 33.3(d) of the SMCSW Transition Agreement in respect of the Sydney Trains Works, the Sydney Trains Works will satisfy the requirements of the SMCSW Transition Agreement.
- 3. This clause 3 only applies where the Owner is Sydney Trains. In consideration of the Owner making available to the TfNSW Contractor Track Possessions and Temporary Shutdowns the TfNSW Contractor agrees that it must indemnify the Owner against all costs, expenses, losses or damages suffered or incurred by the Owner in respect of any delay to rail services or late return of Track Possessions or Temporary Shutdowns arising out of or in connection with the TfNSW Contractor's Activities.

The maximum liability which the TfNSW Contractor will have to the Owner pursuant to this clause for each event resulting in delay to rail services or for late return of a Track Possession or Temporary Shutdown will be determined on the basis of the maximum period by which any train was delayed by the event or late return of a Track Possession or Temporary Shutdown, calculated by applying the following rates:

Period in which delay occurs	Rate per hour or part thereof
During peak hours (trains having to arrive and depart Sydenham Station between Monday to Friday (excluding public holidays) during the hours of 0600 and	[REDACTED]

0900 and 1600 and 1800 respectively)	
During all other times	

4. The aggregate of the TfNSW Contractor's liability to the Owner under this Deed Poll and the TfNSW Contractor's liability to TfNSW under the Main Contract:
 - (a) will not exceed the liability which the TfNSW Contractor would have had under the Main Contract if the Main Contract had named, as Principal, the Owner and TfNSW jointly and severally; and
 - (b) is subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Main Contract.
5. Any provision of this Deed Poll which seeks to limit or exclude a liability of the TfNSW Contractor is to be construed as doing so only to the extent permitted by law.
6. The Owner may assign or charge the benefits and rights accrued under this Deed Poll.
7. This Deed Poll is governed by the laws of the State of New South Wales.
8. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Owner.
9. In this Deed Poll, terms have the same meaning as in the SMCSW Transition Agreement:

Deed Poll means this deed poll.

Main Contract means the deed entitled "Sydney Metro City & Southwest – Sydenham Station and Junction Works Incentivised Target Cost Contract" between TfNSW and the TfNSW Contractor.

SMCSW Transition Agreement means the agreement entitled "Sydney Metro City & Southwest Transition Agreement (000-TPA-ST_RC-02)" between TfNSW, Sydney Trains and RailCorp.

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

TfNSW means Transport for NSW, a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW).

Executed as a deed poll.

Executed by [insert SSJ Contractor's name] ABN [insert SSJ Contractor's ABN]
by or in the presence of:

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

SCHEDULE A11. – FORM OF OTHER CONTRACTOR DEED POLL

(Clause 3.3(b))

THIS DEED POLL is made the day of 20

To: [Insert name] (ABN [Insert]) of [Insert address] (**SSJ Contractor**) and
 Transport for NSW (ABN 18 804 239 602) of Level 43, 680 George Street,
 Sydney NSW 2000 (**Principal**)

By: [Insert name] (ABN [Insert]) of [Insert address] (**Other Contractor**)

RECITALS

- (A) By a contract dated [insert date] between the Principal and the SSJ Contractor (**Contract**), the SSJ Contractor agreed to design and construct certain works (**Works**), on the land more particularly described in the Contract (the **Site**).
- (B) The Other Contractor has been appointed under a contract (**Other Contract**) to undertake certain works on the Site (**Other Contractor Works**).
- (C) For the purposes of the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW) (together, the WHS Legislation), the Works and the Other Contractor Works are a 'construction project' within the meaning of the WHS Legislation.
- (D) Under the Contract, the Principal engaged the SSJ Contractor as principal contractor and authorised the SSJ Contractor to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.
- (E) Under the provisions of the Contract, the Principal is required to procure the provision of this Deed Poll from each Other Contractor that undertakes Other Contractor Works (as that term is defined in the Contract).

OPERATIVE

1. In consideration of the SSJ Contractor accepting this Deed Poll, the Other Contractor agrees that:
- (a) the Other Contractor, its subcontractors and their respective personnel while they are on the Site, will comply with Site safety regulations, any Site rules or regulations and with all directions of the SSJ Contractor with respect to work health and safety;
- (b) the Other Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the SSJ Contractor so that the SSJ Contractor discharges its obligations as principal contractor;
- (c) the Other Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the SSJ Contractor, the Principal and all other persons who have a work health and safety duty in relation to the same matter;
- (d) the Other Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the SSJ Contractor while on Site;

- (e) the SSJ Contractor may exclude the Other Contractor, any of its subcontractors and their respective personnel from the Site for work health and safety reasons;
 - (f) the SSJ Contractor may direct the Other Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;
 - (g) where high risk construction work is to be carried out in the performance of the Other Contractor Works, the Other Contractor must:
 - (i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;
 - (ii) provide a copy of the safe work method statement to the Principal and the SSJ Contractor prior to the commencement of high risk construction work;
 - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
 - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
 - (v) where so directed by the SSJ Contractor, suspend the performance of any high risk construction work;
 - (h) the Other Contractor must, in carrying out the work under the Other Contract, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and
 - (i) in its contracts with subcontractors, the Other Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Other Contractor under this Deed Poll.
2. The Other Contractor indemnifies the SSJ Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the SSJ Contractor as a result of:
- (a) any failure by the Other Contractor to comply with any direction given by the SSJ Contractor in accordance with this Deed Poll; or
 - (b) any breach by the Other Contractor, any of its subcontractors or their respective personnel of:
 - (i) their respective contractual or legislative work health and safety obligations; or
 - (ii) the provisions of this Deed Poll.
3. This Deed Poll will be governed by and construed in accordance with the law for the time being of New South Wales.

EXECUTED as a deed poll.

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

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

- A. where the SSJ Contractor's instructions in relation to design are not consistent with the Subcontract or may result in the works under the Subcontract not being fit for their intended purpose; or
 - B. where the SSJ Contractor's instructions require the Designer to issue a certificate where the conditions for the issue of that certificate under the Subcontract have not been satisfied.
- (b) The Designer must carry out the Professional Services so as to minimise any interference with, disruption or delay to the services and work carried out by other contractors engaged by the Principal.

2. Notices

- (a) Any notices contemplated by, or arising out of or in any way in connection with, this deed poll must be in writing and delivered to the relevant address or sent to the facsimile number shown below (or to a party's new address or facsimile number which that party notifies to the others):
- (i) to the Principal: Level 43, 680 George Street, Sydney NSW 2000
Fax: **[Note: to be completed prior to execution of this deed poll]**
 - (ii) to the Designer: **[Note: to be completed prior to execution of this deed poll]**
Fax: **[Note: to be completed prior to execution of this deed poll]**
- (b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.
- (c) A notice sent by facsimile will be taken to have been received on the next day after the day shown on the transmission slip showing the facsimile number of the party to whom it is addressed in accordance with clause 2(a), which is not a Saturday, Sunday or public holiday in New South Wales.
- (d) If the Designer is a foreign company (as defined in the *Corporations Act*), the Designer must within 14 days of the date of this deed poll:
- (i) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this deed poll; and
 - (ii) obtain the process agent's consent to the appointment.

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

3. Miscellaneous

- (a) This deed poll will be construed in accordance with the law of the State of New South Wales and the Designer irrevocably submits to the jurisdiction of the Courts of that State.
- (b) This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.

4. Limit of liability

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

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

Schedule

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

Executed as a deed poll.

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

Signature of Director

Name of Director in full

Signature of Secretary/other Director

Name of Secretary/other Director in full

SCHEDULE A13 – DEED OF NOVATION

(Clause 19.5(a)(iv)(A))

Date:

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

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

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

Recitals

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

THIS DEED PROVIDES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

In this deed:

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

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

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

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

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

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

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

2. **INTERPRETATION**

In this deed:

- (a) headings are for convenience only and do not affect interpretation;
- (b) and unless the context indicates a contrary intention:
- (c) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (d) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (f) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (i) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (j) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (k) "includes" in any form is not a word of limitation; and
- (l) a reference to "\$" or "dollar" is to Australian currency.

3. **NOVATION**

3.1 **Novation**

From the Effective Date:

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

3.2 **Assumptions of rights and obligations**

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

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

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

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

3.3 Release by Continuing Party

From the Effective Date:

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

3.4 Release by Retiring Party

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

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

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

3.5 Insurance

From the Effective Date:

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

3.6 Replacement of Guarantees

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

4. **OVERRIDING EFFECT**

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

5. **REPRESENTATIONS AND WARRANTIES**

5.1 **Authority**

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

5.2 **Authorisations**

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

5.3 **Binding obligations**

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

6. **DUTIES, COSTS AND EXPENSES**

6.1 **Stamp Duty**

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

6.2 **Costs**

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

6.3 **GST**

- (a) Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (b) If GST is payable on a supply made under this deed by an entity (**Supplier**), the party providing the consideration for that supply must, in addition to any other amounts payable under any provision of this deed, pay an additional amount equal to the GST payable by the Supplier on that supply. The additional amount must be paid, and the Supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause 6.3 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999*.

7. GENERAL

7.1 Governing Law

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

7.2 Jurisdiction

Each party irrevocably:

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

7.3 Amendments

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

7.4 Waiver

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

7.5 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

7.6 Severance

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

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

7.7 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

7.8 Assignment

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



Schedule [*if needed*]

Contract
(clause 1.1)

.....
.....



Executed as a deed.

Executed by [Retiring Party and ABN] by or in the presence of:

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

Executed by [Continuing Party and ABN] by or in the presence of:

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

**Executed by [Substitute Party and ABN] by or
in the presence of:**

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

SCHEDULE A14 - DEED OF DISCLAIMER

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



Returnable Schedule 7A - Form of Deed of Disclaimer

Proponents will be required to provide an executed Deed of Disclaimer.

This Deed Poll is made by:

John Holland Pty Ltd (ABN 11 004 282 268) registered in [Victoria] incorporated in [Victoria] of [John Holland and Laing O'Rourke Australia Construction (JHLOR JV)] (**Proponent**)

in favour of:

Transport for NSW (ABN 18 804 239 602), a NSW Government agency, and a corporation constituted by section 3C of the *Transport Administration Act 1988* (NSW), of 22 Giffnock Avenue Macquarie Park NSW 2113 (**TfNSW**),

in respect of the proposal for the incentivised target cost contract for the Sydenham Station and Junction Works package (SSJ Works) of the Sydney Metro City & Southwest project (**Sydney Metro City & Southwest**).

1. In consideration of TfNSW inviting the Proponent to submit a Proposal for the SSJ Works in accordance with the Request for Proposals (**Proposal Documents**) which has been provided to it, the Proponent:
 - a) warrants that it has not relied upon the Proposal Documents as being proper, adequate, suitable and/or complete for the purposes of enabling it to perform the obligations which the Proponent will be required to perform if it enters into any contract(s) with TfNSW and/or others with respect to the SSJ Works (**Project Contracts**);
 - b) warrants that it has made its own independent evaluation of the Proposal Documents' adequacy, accuracy, suitability and completeness for the purposes of enabling the Proponent to perform the obligations which the Proponent will be required to perform if it enters into any Project Contracts, and it has based the price which it bids as part of its Proposal upon its own independent evaluations;
 - c) acknowledges that no representation or warranty (express or implied) has been or is made by TfNSW (or by anyone on its behalf) to the Proponent that the scope of works and technical criteria and any other specifications or drawings included in the Proposal Documents represent a completed or suitable design or that they will be suitable for design and /or construction purposes;
 - d) acknowledges that:
 - (i) TfNSW has provided it with the Information Documents;
 - (ii) the Information Documents:
 - A. were provided by TfNSW for the information only of the Proponent; and
 - B. do not form part of the Proposal Documents and will not form part of any contract with respect to the SSJ Works;
 - (iii) TfNSW does not owe any duty of care or other responsibility to the Proponent with respect to the Information Documents;
 - (iv) to the extent that TfNSW is not the author or source of any of the Information Documents it has merely passed those documents on to the Proponent and does not adopt those documents;

- (v) TfNSW:
- A. is not responsible for; and
 - B. has made no representation or warranty in respect of, the contents of the Information Documents including the accuracy, adequacy, suitability or completeness of any reports, data, test results, samples, reports or geotechnical investigations, opinions, recommendations, findings or other information contained in the Information Documents;
- (vi) where any information or document is referred to and incorporated by reference in an Information Document, the Proponent has not relied upon any summary of the information or document which appears in the Information Document;
- (vii) no representation or warranty (express or implied) has been made by TfNSW (or by anyone on its behalf) to the Proponent that the Information Documents are accurate, adequate, suitable or complete for any purpose connected with the SSJ Works or Sydney Metro City & Southwest including the preparation of its Proposal and the performance of any obligations which the Proponent will be required to perform if it enters into any Project Contracts with respect to the SSJ Works; and
- (viii) it has had the opportunity during the Proposal period and subsequently to itself undertake and to request others to make further enquiries and investigations relating to the subject matter of the Information Documents and for this purpose has had regard to the acknowledgments, warranties and releases in this Deed Poll in undertaking its own enquiries and investigations and in requesting further enquiries and investigations;
- e) warrants that:
- (i) it has prepared its Proposal and (if its Proposal is successful) enter into Project Contracts in respect of the SSJ Works based on its own investigations, interpretations, deductions, information and determinations including (without limitation) its own independent evaluation of the accuracy, adequacy, suitability and completeness of the Information Documents for the purposes of the SSJ Works and Sydney Metro City & Southwest including the preparation of its Proposal and the performance of any obligations which the Proponent will be required to perform if it enters into any Project Contracts in respect of the SSJ Works; and
 - (ii) it has not in any way relied upon:
 - A. the Information Documents; or
 - B. the accuracy, adequacy, suitability or completeness of the Information Documents,for any purpose in connection with the SSJ Works or Sydney Metro City & Southwest, including for the purposes of preparing its Proposal or entering into any Project Contracts in respect of the SSJ Works;

- f) acknowledges and agrees that:
- (i) TfNSW has provided the Information Documents to the Proponent in reliance upon the acknowledgements and warranties contained in this Deed Poll;
 - (ii) if TfNSW accepts its Proposal, TfNSW will be accepting its Proposal and entering into Project Contracts in reliance upon the acknowledgments and warranties contained in this Deed Poll; and
 - (iii) TfNSW will not be liable to the Proponent upon any Claim (to the extent permitted by law) arising out of or any way in connection with:
 - A. the provision of, or the purported reliance upon, or use of, the Information Documents by the Proponent or any other person associated with the Proposal to whom the Information Documents were disclosed by the Proponent; or
 - B. a failure by TfNSW to provide any information to the Proponent;
- g) irrevocably releases and indemnifies TfNSW from and against:
- (i) any Claim against TfNSW by, or liability of TfNSW to, any person; or
 - (ii) (without being limited by clause 1(g)(i)) any costs, losses or damages suffered or incurred by TfNSW,
- arising out of or in connection with:
- (iii) the provision of, or the purported reliance upon, or use of, the Information Documents by the Proponent or any other person to whom the Information Documents are disclosed by the Proponent; or
 - (iv) the Information Documents:
 - A. being relied upon; or
 - B. otherwise being used in the preparation of any information or document, including any information or document which is "misleading or deceptive" or "false and misleading" (within the meaning of those terms in sections 18 and 29 (respectively) of the *Competition and Consumer Act 2010 (Cth)*, or any equivalent provisions of State or Territory Legislation),
 by the Proponent or any other person to whom the Information Documents are disclosed by the Proponent; and
- h) irrevocably releases and indemnifies TfNSW from and against any Claim arising out of or in connection with any breach by the Proponent of this Deed Poll.
2. In consideration of TfNSW having provided the Proponent with the Proposal Documents and the Information Documents (in this clause 2 jointly called "Confidential Documents"), the Proponent:
- a) acknowledges and agrees that the Confidential Documents are:
 - i) owned by TfNSW; and
 - ii) confidential and secret;
 - b) warrants that it has not:

- i) copied or otherwise reproduced in any form or medium the contents of the Confidential Documents (or any part of them) or otherwise caused, permitted or allowed the Confidential Documents (or any part of them) to be copied or reproduced in any form or medium;
 - ii) disclosed the contents of the Confidential Documents (or any part of them) or otherwise caused, permitted or allowed the Confidential Documents (or any part of them) to be disclosed; or
 - iii) used the contents of the Confidential Documents (or any part of them) or otherwise caused, permitted or allowed the Confidential Documents (or any part of them) to be used;
- other than:
- iv) for the purpose of its Proposal;
 - v) where the Proponent enters into any Project Contract, as permitted by the applicable Project Contract; or
 - vi) as required by law or as otherwise permitted by TfNSW; and
- c) warrants that it will comply with all instructions provided by TfNSW regarding the Confidential Documents and that upon the earlier of:
- i) a demand being made by TfNSW; or
 - ii) the Proponent's involvement in Sydney Metro City & Southwest ceasing, it will either:
 - A) deliver to TfNSW; or
 - B) with TfNSW's prior written consent, destroy or erase, all of the Confidential Documents in the possession, power or control of that Proponent and all copies made of them (including originals and copies in any form, whether hard copy, electronic or otherwise), and if any part of the Confidential Documents cannot be detached from valuable equipment, that Proponent must erase them, and that, where it has passed any Confidential Documents to other persons or entities, it will ensure that those persons and entities will comply with the same obligations in respect of the Confidential Documents (and any copies thereof) as are imposed on the Proponent by this clause.

If requested by TfNSW, the Proponent must ensure that satisfactory evidence is provided to TfNSW that all Confidential Information has been delivered to TfNSW or destroyed or erased in compliance with this clause.

Nothing in this clause 2 will in any way limit clause 1 of this Deed Poll.

3. In this Deed Poll,

Claim includes (without limitation) any claim, action, demand or proceeding:

- a) under, arising out of, or in connection with any Project Contracts;
- b) arising out of, or in connection with, any task, thing or relationship connected with the SSJ Works or Sydney Metro City & Southwest; or
- c) otherwise at law or in equity including (without limitation):
 - i) under statute;



- ii) in tort for negligence or otherwise, including (without limitation) negligent misrepresentation; or
- iii) for restitution, *quantum meruit* or unjust enrichment.

Information Document means any information, data or document which is:

- a) referred to in Schedule 1;
- b) issued or made available by, or on behalf of, TfNSW or the NSW Government to the Proponent in connection with the Registration of Interest, Request for Proposals, the SSJ Works or Sydney Metro City & Southwest (including, without limitation, anything issued or made available through TfNSW's website) and which at the time of issue (or being made available) is expressly classified or stated to be an "Information Document";
- c) issued or made available by, or on behalf of, TfNSW or the NSW Government to the Proponent in connection with the Registration of Interest, Request for Proposals, the SSJ Works or Sydney Metro City & Southwest (including, without limitation, anything issued or made available through TfNSW's website), but which is not intended to form part of the Registration of Interest or Request for Proposals (as applicable), regardless of whether or not it is expressly classified or stated to be an "Information Document"; or
- d) referred to or incorporated by reference in an Information Document, whether issued or made available:
 - i) on, before or after the Proposals Closing Date and Time (including any such information, data or document made available as part of the Registration of Interest phase); or
 - ii) on, before or after the date of execution of any Project Contract, other than any document which TfNSW is obliged by the terms of a Project Contract to provide to the Proponent and the Proponent is expressly obliged by the terms of the Project Contract to rely on.

Registration of Interest means the registration of interest in relation to the SSJ Works issued by TfNSW on or about 20 February 2017.

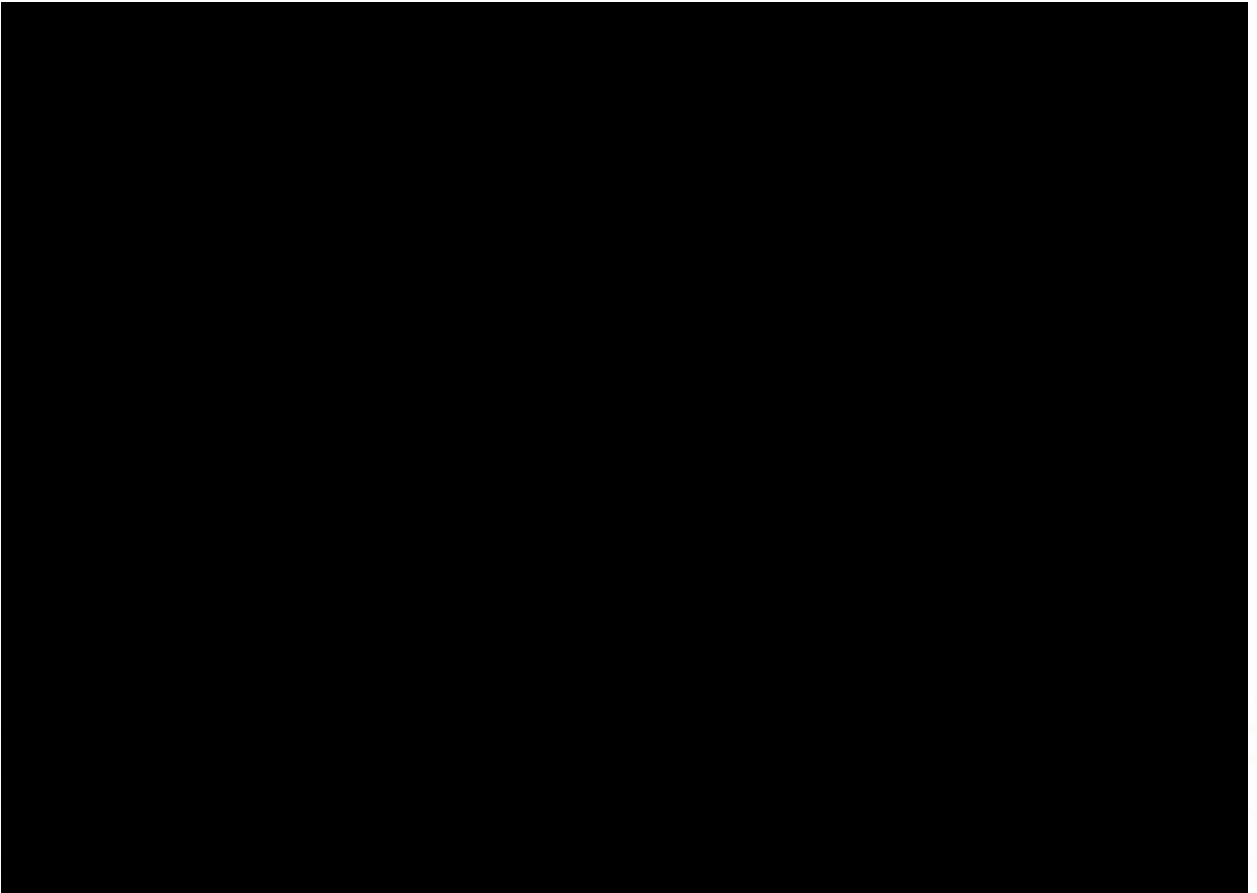
Proposal means the proposal submitted by the Proponent in response to the Request for Proposals.

Proposal Closing Date and Time means the closing date and time for Proposals identified in the Request for Proposals.

Request for Proposals means the request for proposals in relation to the SSJ Works.

4. If the Proponent is more than one person, each person making up the Proponent is jointly and severally bound by the terms of this Deed Poll.
5. This Deed Poll cannot be revoked or otherwise modified without the prior written consent of TfNSW.
6. This document operates as a Deed Poll and is enforceable against the Proponent in accordance with its terms by TfNSW, despite TfNSW not being a party to this Deed Poll.
7. This Deed Poll is governed by the laws of New South Wales, Australia.





7

Sydenham Station & Junction Works
Returnable Schedule 7A - Form of Deed of Disclaimer

Schedule 1
NOT USED



**Schedule 1
NOT USED**

This Deed Poll is made by:

Laing O'Rourke Australia Construction Pty Ltd (ACN 39 112 099 000) registered in [NSW] incorporated in [NSW] of [John Holland and Laing O'Rourke Australia Construction (JHLOR JV)] (**Proponent**)

in favour of:

Transport for NSW (ABN 18 804 239 602), a NSW Government agency, and a corporation constituted by section 3C of the *Transport Administration Act 1988* (NSW), of 22 Giffnock Avenue Macquarie Park NSW 2113 (**TfNSW**),

in respect of the proposal for the incentivised target cost contract for the Sydenham Station and Junction Works package (SSJ Works) of the Sydney Metro City & Southwest project (**Sydney Metro City & Southwest**).

1. In consideration of TfNSW inviting the Proponent to submit a Proposal for the SSJ Works in accordance with the Request for Proposals (**Proposal Documents**) which has been provided to it, the Proponent:
 - a) warrants that it has not relied upon the Proposal Documents as being proper, adequate, suitable and/or complete for the purposes of enabling it to perform the obligations which the Proponent will be required to perform if it enters into any contract(s) with TfNSW and/or others with respect to the SSJ Works (**Project Contracts**);
 - b) warrants that it has made its own independent evaluation of the Proposal Documents' adequacy, accuracy, suitability and completeness for the purposes of enabling the Proponent to perform the obligations which the Proponent will be required to perform if it enters into any Project Contracts, and it has based the price which it bids as part of its Proposal upon its own independent evaluations;
 - c) acknowledges that no representation or warranty (express or implied) has been or is made by TfNSW (or by anyone on its behalf) to the Proponent that the scope of works and technical criteria and any other specifications or drawings included in the Proposal Documents represent a completed or suitable design or that they will be suitable for design and /or construction purposes;
 - d) acknowledges that:
 - (i) TfNSW has provided it with the Information Documents;
 - (ii) the Information Documents:
 - A. were provided by TfNSW for the information only of the Proponent; and
 - B. do not form part of the Proposal Documents and will not form part of any contract with respect to the SSJ Works;
 - (iii) TfNSW does not owe any duty of care or other responsibility to the Proponent with respect to the Information Documents;
 - (iv) to the extent that TfNSW is not the author or source of any of the Information Documents it has merely passed those documents on to the Proponent and does not adopt those documents;
 - (v) TfNSW:
 - A. is not responsible for; and



- B. has made no representation or warranty in respect of, the contents of the Information Documents including the accuracy, adequacy, suitability or completeness of any reports, data, test results, samples, reports or geotechnical investigations, opinions, recommendations, findings or other information contained in the Information Documents;
- (vi) where any information or document is referred to and incorporated by reference in an Information Document, the Proponent has not relied upon any summary of the information or document which appears in the Information Document;
- (vii) no representation or warranty (express or implied) has been made by TfNSW (or by anyone on its behalf) to the Proponent that the Information Documents are accurate, adequate, suitable or complete for any purpose connected with the SSJ Works or Sydney Metro City & Southwest including the preparation of its Proposal and the performance of any obligations which the Proponent will be required to perform if it enters into any Project Contracts with respect to the SSJ Works; and
- (viii) it has had the opportunity during the Proposal period and subsequently to itself undertake and to request others to make further enquiries and investigations relating to the subject matter of the Information Documents and for this purpose has had regard to the acknowledgments, warranties and releases in this Deed Poll in undertaking its own enquiries and investigations and in requesting further enquiries and investigations;
- e) warrants that:
- (i) it has prepared its Proposal and (if its Proposal is successful) enter into Project Contracts in respect of the SSJ Works based on its own investigations, interpretations, deductions, information and determinations including (without limitation) its own independent evaluation of the accuracy, adequacy, suitability and completeness of the Information Documents for the purposes of the SSJ Works and Sydney Metro City & Southwest including the preparation of its Proposal and the performance of any obligations which the Proponent will be required to perform if it enters into any Project Contracts in respect of the SSJ Works; and
- (ii) it has not in any way relied upon:
- A. the Information Documents; or
- B. the accuracy, adequacy, suitability or completeness of the Information Documents,
- for any purpose in connection with the SSJ Works or Sydney Metro City & Southwest, including for the purposes of preparing its Proposal or entering into any Project Contracts in respect of the SSJ Works;
- f) acknowledges and agrees that:

- (i) TfNSW has provided the Information Documents to the Proponent in reliance upon the acknowledgements and warranties contained in this Deed Poll;
 - (ii) if TfNSW accepts its Proposal, TfNSW will be accepting its Proposal and entering into Project Contracts in reliance upon the acknowledgements and warranties contained in this Deed Poll; and
 - (iii) TfNSW will not be liable to the Proponent upon any Claim (to the extent permitted by law) arising out of or any way in connection with:
 - A. the provision of, or the purported reliance upon, or use of, the Information Documents by the Proponent or any other person associated with the Proposal to whom the Information Documents were disclosed by the Proponent; or
 - B. a failure by TfNSW to provide any information to the Proponent;
- g) irrevocably releases and indemnifies TfNSW from and against:
- (i) any Claim against TfNSW by, or liability of TfNSW to, any person; or
 - (ii) (without being limited by clause 1(g)(i)) any costs, losses or damages suffered or incurred by TfNSW,
- arising out of or in connection with:
- (iii) the provision of, or the purported reliance upon, or use of, the Information Documents by the Proponent or any other person to whom the Information Documents are disclosed by the Proponent; or
 - (iv) the Information Documents:
 - A. being relied upon; or
 - B. otherwise being used in the preparation of any information or document, including any information or document which is "misleading or deceptive" or "false and misleading" (within the meaning of those terms in sections 18 and 29 (respectively) of the *Competition and Consumer Act 2010 (Cth)*, or any equivalent provisions of State or Territory Legislation),
 by the Proponent or any other person to whom the Information Documents are disclosed by the Proponent; and
- h) irrevocably releases and indemnifies TfNSW from and against any Claim arising out of or in connection with any breach by the Proponent of this Deed Poll.
2. In consideration of TfNSW having provided the Proponent with the Proposal Documents and the Information Documents (in this clause 2 jointly called "Confidential Documents"), the Proponent:
- a) acknowledges and agrees that the Confidential Documents are:
 - i) owned by TfNSW; and
 - ii) confidential and secret;
 - b) warrants that it has not:
 - i) copied or otherwise reproduced in any form or medium the contents of the Confidential Documents (or any part of them) or otherwise caused,

- permitted or allowed the Confidential Documents (or any part of them) to be copied or reproduced in any form or medium;
- ii) disclosed the contents of the Confidential Documents (or any part of them) or otherwise caused, permitted or allowed the Confidential Documents (or any part of them) to be disclosed; or
 - iii) used the contents of the Confidential Documents (or any part of them) or otherwise caused, permitted or allowed the Confidential Documents (or any part of them) to be used;
- other than:
- iv) for the purpose of its Proposal;
 - v) where the Proponent enters into any Project Contract, as permitted by the applicable Project Contract; or
 - vi) as required by law or as otherwise permitted by TfNSW; and
- c) warrants that it will comply with all instructions provided by TfNSW regarding the Confidential Documents and that upon the earlier of:
- i) a demand being made by TfNSW; or
 - ii) the Proponent's involvement in Sydney Metro City & Southwest ceasing, it will either:
 - A) deliver to TfNSW; or
 - B) with TfNSW's prior written consent, destroy or erase, all of the Confidential Documents in the possession, power or control of that Proponent and all copies made of them (including originals and copies in any form, whether hard copy, electronic or otherwise), and if any part of the Confidential Documents cannot be detached from valuable equipment, that Proponent must erase them, and that, where it has passed any Confidential Documents to other persons or entities, it will ensure that those persons and entities will comply with the same obligations in respect of the Confidential Documents (and any copies thereof) as are imposed on the Proponent by this clause.

If requested by TfNSW, the Proponent must ensure that satisfactory evidence is provided to TfNSW that all Confidential Information has been delivered to TfNSW or destroyed or erased in compliance with this clause.

Nothing in this clause 2 will in any way limit clause 1 of this Deed Poll.

3. In this Deed Poll,

Claim includes (without limitation) any claim, action, demand or proceeding:

- a) under, arising out of, or in connection with any Project Contracts;
- b) arising out of, or in connection with, any task, thing or relationship connected with the SSJ Works or Sydney Metro City & Southwest; or
- c) otherwise at law or in equity including (without limitation):
 - i) under statute;



- ii) in tort for negligence or otherwise, including (without limitation) negligent misrepresentation; or
- iii) for restitution, *quantum meruit* or unjust enrichment.

Information Document means any information, data or document which is:

- a) referred to in Schedule 1;
- b) issued or made available by, or on behalf of, TfNSW or the NSW Government to the Proponent in connection with the Registration of Interest, Request for Proposals, the SSJ Works or Sydney Metro City & Southwest (including, without limitation, anything issued or made available through TfNSW's website) and which at the time of issue (or being made available) is expressly classified or stated to be an "Information Document";
- c) issued or made available by, or on behalf of, TfNSW or the NSW Government to the Proponent in connection with the Registration of Interest, Request for Proposals, the SSJ Works or Sydney Metro City & Southwest (including, without limitation, anything issued or made available through TfNSW's website), but which is not intended to form part of the Registration of Interest or Request for Proposals (as applicable), regardless of whether or not it is expressly classified or stated to be an "Information Document"; or
- d) referred to or incorporated by reference in an Information Document, whether issued or made available:
 - i) on, before or after the Proposals Closing Date and Time (including any such information, data or document made available as part of the Registration of Interest phase); or
 - ii) on, before or after the date of execution of any Project Contract, other than any document which TfNSW is obliged by the terms of a Project Contract to provide to the Proponent and the Proponent is expressly obliged by the terms of the Project Contract to rely on.

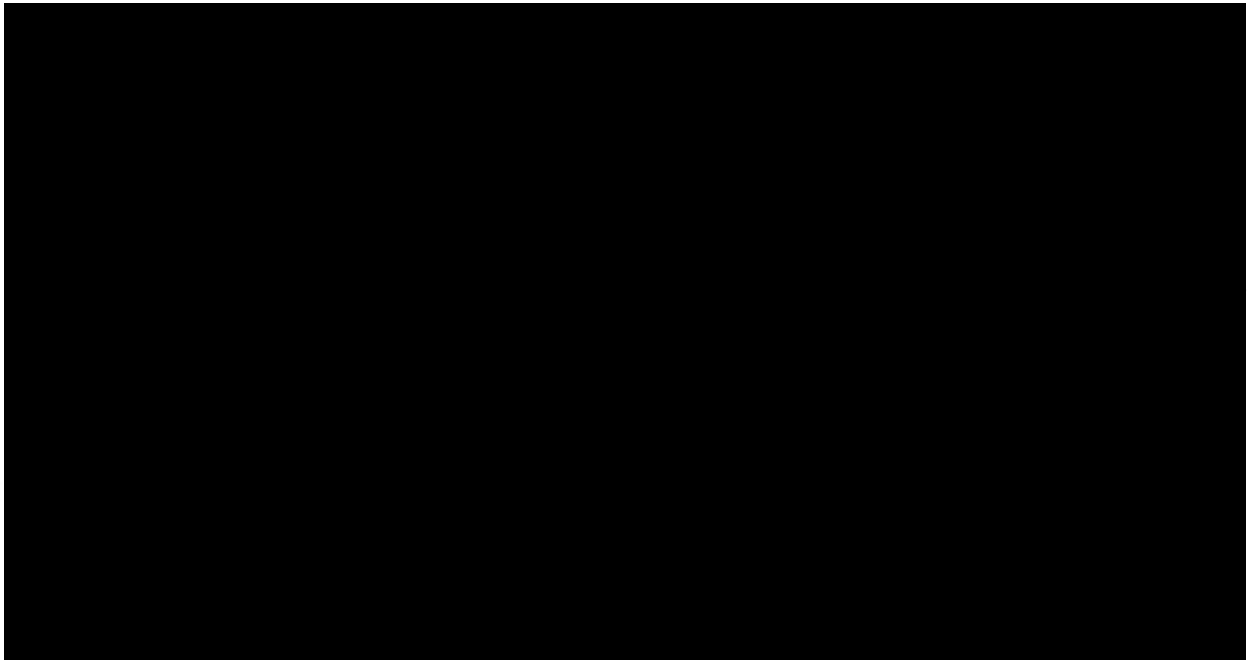
Registration of Interest means the registration of interest in relation to the SSJ Works issued by TfNSW on or about 20 February 2017.

Proposal means the proposal submitted by the Proponent in response to the Request for Proposals.

Proposal Closing Date and Time means the closing date and time for Proposals identified in the Request for Proposals.

Request for Proposals means the request for proposals in relation to the SSJ Works.

4. If the Proponent is more than one person, each person making up the Proponent is jointly and severally bound by the terms of this Deed Poll.
5. This Deed Poll cannot be revoked or otherwise modified without the prior written consent of TfNSW.
6. This document operates as a Deed Poll and is enforceable against the Proponent in accordance with its terms by TfNSW, despite TfNSW not being a party to this Deed Poll.
7. This Deed Poll is governed by the laws of New South Wales, Australia.



SCHEDULE A15. – INFORMATION DOCUMENTS

(Clauses 1.1, 1.2, 8.7(b), 8.7(c), 8.9(a)(ii)(cc), 8.13(a), 8.13(b), 8.13(d), 14.11(f) and 22.11(a))

This Schedule A15 is comprised of the documents identified in the table below. The documents are included as electronic files on a separate disc titled:

Sydney Metro City & Southwest -Sydenham Station & Junction Works - Electronic Files

Manage Documents

Number	Document	Type	Size, MB	Disabled	Extension	Created	Created By	Last Modified	Last Modified By	Last Modified By Email	Direct Link
01.07.10.01	ID006.0064.8561.06.S029167 Sydenham HVC Certification Package - 1	Document	6.35		zip	19-May-2017 12:40	Jane Dahon	19-May-2017 12:40	Jane Dahon	jane.dahon@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/19124243
01.07.11	ID006.0061.Augrid Assets at Sydenham Station	Folder	7.95		zip	19-May-2017 13:46	Jane Dahon	19-May-2017 13:46	Jane Dahon	jane.dahon@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/19124243
01.07.11.01	ID006.0061.Augrid Assets at Sydenham Assets	Document	0.37		pdf	19-May-2017 13:45	Jane Dahon	19-May-2017 13:45	Jane Dahon	jane.dahon@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/19124243
01.07.12	ID006.0065. Requirements for working in the vicinity of TransGrid Underground Cables	Document	0.79		pdf	26-Jun-2017 16:53	Jane Dahon	27-Jun-2017 11:58	Jane Dahon	jane.dahon@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/19059836
01.07.13	ID006.0073. Combined Location Plans (P3)	Document	5.43		pdf	26-Jun-2017 12:10	Jane Dahon	27-Jun-2017 11:58	Jane Dahon	jane.dahon@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/19059836
01.07.14	ID006.0068.528 Stations BH Locations with aboxes (2)	Document	13.02		pdf	26-Jun-2017 13:14	Jane Dahon	27-Jun-2017 11:58	Jane Dahon	jane.dahon@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/19059836
01.07.15	ID006.0069.2175491_72049_Conam_Pontoon3_InvestigationLocations_B	Document	1.52		docx	26-Jun-2017 13:15	Jane Dahon	27-Jun-2017 11:58	Jane Dahon	jane.dahon@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/19059837
01.07.16	ID006.0070.IWD-FM-036-Project-Scope-of-Works - GHID - June-July 2017	Document	0.05		doc	26-Jun-2017 13:17	Jane Dahon	27-Jun-2017 11:58	Jane Dahon	jane.dahon@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/19059837
01.07.17	ID006.0071.Thermal Resiliency testing Pasternham and local Augrid Assets	Document	0.57		pdf	27-Jun-2017 08:26	Jane Dahon	27-Jun-2017 11:58	Jane Dahon	jane.dahon@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/19059837
01.07.18	ID006.0073. Thermal Resiliency testing Pasternham and local Augrid Assets	Document	0.13		pdf	18-Sep-2017 09:41	Jane Dahon	18-Sep-2017 09:46	Jane Dahon	jane.dahon@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/19059837
01.07.20	ID006.0075. Report 1334201 Tr of Native Soil	Document	0.13		pdf	18-Sep-2017 09:41	Jane Dahon	18-Sep-2017 09:46	Jane Dahon	jane.dahon@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/19059837
01.07.21	ID007.0007. Report 1334201 Tr of Granular Materials	Folder	0.13		pdf	18-Sep-2017 09:41	Jane Dahon	18-Sep-2017 09:46	Jane Dahon	jane.dahon@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/19059837
01.08	ID007.0001.Lots	Folder	10.76		pdf	31-Mar-2017 10:09	Philip McLuckie	24-Apr-2017 14:29	Philip McLuckie	philip.mcluckie@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/18104873
01.08.01	ID007.0002. GTS LEGEND ALPHA 17.03.2009	Document	0.70		pdf	31-Mar-2017 10:09	Philip McLuckie	24-Apr-2017 14:29	Philip McLuckie	philip.mcluckie@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/18104873
01.08.02	ID007.0003. Aerials	Document	0.66		pdf	31-Mar-2017 10:09	Philip McLuckie	24-Apr-2017 14:29	Philip McLuckie	philip.mcluckie@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/18104873
01.08.03	ID011.0003. Aerials	Document	15.11		pdf	31-Mar-2017 10:09	Philip McLuckie	24-Apr-2017 14:29	Philip McLuckie	philip.mcluckie@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/18104873
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01.09.01	ID011.0001.SM ES-FT-432 Major Contracts Workforce Development Profile Template	Document	0.65		shx	31-Mar-2017 10:09	Philip McLuckie	24-Apr-2017 14:29	Philip McLuckie	philip.mcluckie@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/18104873
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01.09.03	ID011.0005.SM ES-FT-426 Aboriginal Participation Report template	Document	0.72		docx	31-Mar-2017 10:09	Philip McLuckie	24-Apr-2017 14:29	Philip McLuckie	philip.mcluckie@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/18104873
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01.09.05	ID011.0008.SM ES-FT-423 CSW Workforce Development Report Template	Document	0.42		pdf	31-Mar-2017 10:09	Philip McLuckie	24-Apr-2017 14:29	Philip McLuckie	philip.mcluckie@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/18104873
01.09.06	ID011.0008.SM ES-FT-423 CSW Workforce Development Report Template	Document	0.93		shx	31-Mar-2017 10:09	Philip McLuckie	24-Apr-2017 14:29	Philip McLuckie	philip.mcluckie@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/18104873
01.09.07	ID011.0008.TNSW Editorial SVP Guidelines	Document	0.70		pdf	31-Mar-2017 10:09	Philip McLuckie	24-Apr-2017 14:29	Philip McLuckie	philip.mcluckie@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/18104873
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01.09.09	ID011.0010.Sydney Metro 2016 Brand Guidelines v11	Document	0.66		pdf	31-Mar-2017 10:09	Philip McLuckie	24-Apr-2017 14:29	Philip McLuckie	philip.mcluckie@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/18104873
01.09.10	ID011.0012.SM SC-PW-393 Sydney Metro Construction Complaints Management System	Document	2.17		pdf	31-Mar-2017 10:09	Philip McLuckie	24-Apr-2017 14:29	Philip McLuckie	philip.mcluckie@eg.com.au	https://dataroom.ansarada.com/SMS/SSS/Document/18104873
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01.15.03.08.06	Staged Project Delivery Options	Document	26.08		docx	31-Mar-2017 10:36	philip.mclucke@sig.com.au	29-Apr-2017 14:29	Philip Mclucke	philip.mclucke@sig.com.au	https://dataroom.ansarada.com/SW/CS/Document/18705143
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SCHEDULE A16. – INITIAL REPORTS

(Clauses 1.1, 8.7(b)(v) and 8.7(c)(vi))

This Schedule A16 is comprised of the documents identified in the table below. The documents are included as electronic files on a separate disc titled:

Sydney Metro City & Southwest - Sydenham Station & Junction Works - Electronic Files

Doc No.	Description	Filename	Date/ Rev	Format
1	City and Southwest Sydney Metro Asset Condition Assessment, Sub-portion 3: Sydenham Station and Junction – Preliminary Contamination Assessment	SSJ Preliminary Contamination Assessment Report (Final).pdf	14 August 2017 Rev 1	PDF
2	Sydney Metro City & Southwest Sydenham to Bankstown Upgrade Technical Paper – Contamination Assessment Report	SM C&SW - Technical Paper - Contamination Assessment Report	4 April 2017 Draft	PDF
3	Sydney Metro City & Southwest Asset Condition Assessment Asset Condition Report – Final Tranche 4	SM C&SW - Asset Condition Report – Final Tranche 4	20 September 2016 Final	PDF
4	City & Southwest Metro Asset Condition Assessment Hazardous Materials Assessment	C&SW - Hazardous Materials Assessment	8 September 2016	PDF
5	SSJ Sydenham Station Potholing Report	SSJ Sydenham Station Potholing Report	17 August 2017 Rev 4	PDF

SCHEDULE A17. – TARGET COST OFFER DISPUTE RESOLUTION

(Clause 4.3(e)(i))

1. EXPERT DETERMINATION RULES

- (a) Any expert determination under clause 4.3(e)(i) of the Contract is to be conducted by the Nominated Target Cost Offer Expert.
- (b) An expert determination conducted under clause 4.3(e)(i) of the Contract is not an arbitration and the expert is not an arbitrator. The expert may reach a decision from his or her own knowledge and expertise.
- (c) The expert determination must be made in accordance with this deed and the rules for the expert determination process in Attachment A (Expert Determination Agreement) or such other rules as the expert may in his or her absolute discretion require.
- (d) The expert must:
 - (i) disclose to the parties any interest he or she has in the outcome of the determination; and
 - (ii) not communicate with one party to the determination without the knowledge of the other.
- (e) Each party must:
 - (i) bear its own costs in respect of any expert determination; and
 - (ii) pay one-half of the expert's costs.
- (f) The expert will not be liable to the parties arising out of, or in any way in connection with, the expert determination process, except in the case of fraud.
- (g) The parties must enter into an agreement with the Nominated Target Cost Offer Expert on the terms prescribed in Attachment A or such other terms as the parties and the Nominated Target Cost Offer Expert agree.

ATTACHMENT A
EXPERT DETERMINATION AGREEMENT

To:

By a deed titled "Sydney Metro City and Southwest Sydenham Station and Junction Works (Incentivised Target Cost Contract) " dated (**SSJ ITC Contract**) between:

Transport for NSW ABN: 18 804 239 602 (**TfNSW**); and

..... (**SSJ Contractor**).

The SSJ Contractor and TfNSW agreed to submit Target Cost Offer Disputes to an expert for determination through an expert determination process, as established by the SSJ ITC Contract, and the Rules for expert determination and the Code of Conduct for an expert that are attached to this letter or any other rules which you may in your absolute discretion decide.

A dispute has arisen between the parties. A short summary of the dispute is attached to this letter. The parties agree to appoint you,

.....
..... of

as the sole expert to determine the Dispute or difference in accordance with the below procedures. The parties agree to pay you \$.....

The determination of the dispute or difference must be completed within [#] days (or such other period as may be agreed between you, TfNSW and the SSJ Contractor) of the date of your acceptance of this appointment.

The parties agree that you are not liable for any thing you do which is bona fide and in the exercise or purported exercise of your functions as the expert.

Dated:

.....
For TfNSW

.....
For the SSJ Contractor

.....
For the expert

CODE OF CONDUCT FOR AN EXPERT

1. The function of the expert is to make a determination on the dispute or difference in accordance with the rules in Attachment B (*Rules for expert determination*) and the Resolution Institute Expert Determination Rules (to the extent not inconsistent with the rules in Attachment B (*Rules for expert determination*)), this code of conduct and the letter of appointment of the expert.
2. The expert must receive the written submissions and responses of the parties in accordance with the procedures specified in Attachment B (*Rules for expert determination*) and may require any further information or documentation from the parties which is reasonably necessary to determine the dispute or difference.
3. The expert must decide whether a conference is necessary to receive further information. The expert must inform the parties of the subject matter of any conference and may hear representations only on those matters.
4. The expert is not bound by the rules of evidence, may receive information in any manner the expert thinks fit (including as an inquisitor) and, subject to rules 5 and 6 of this Code of Conduct, must meet the requirements of procedural fairness.
5. The expert must disclose to both parties all information and documents received. If a party fails to make a written submission or appear at any conference after having received the appropriate notice, the expert may continue with the process. Subject to this, discussions with the expert must only take place in the presence of both parties.
6. The expert must reach a determination on the basis of the information received from the parties and on the basis of the expert's own expertise. The decision must be reached as an expert and not as an arbitrator. The expert's determination must be made as soon as possible and in any event within the period set out in the letter of appointment of the expert. The determination, signed by the expert, must be notified immediately to the parties in writing.
7. The expert must keep all information received confidential and must not disclose that information without the prior written consent of the parties.
8. The expert must inform the parties immediately of any circumstances that might adversely affect the expert's capacity to act independently or impartially. The expert, in those circumstances, must terminate the proceedings, unless the parties agree otherwise.

ATTACHMENT B**RULES FOR EXPERT DETERMINATION****1. COMMENCEMENT**

The expert determination process begins when the Principal notifies the expert of a Target Cost Offer Dispute and the expert accepts an appointment to determine the Target Cost Offer Dispute in accordance with these rules and the code of conduct for experts forming part of this expert determination agreement.

2. WRITTEN SUBMISSIONS

- (a) Within 7 days after the date this process begins, the SSJ Contractor must give TfNSW and the expert a written submission setting out details of the dispute or difference, any agreed statement of facts and a written submission on the dispute or difference in support of the SSJ Contractor's contentions.
- (b) Within 7 days after receipt of a copy of the submission referred to in clause 2(a), TfNSW must give the SSJ Contractor and the expert a written response to the SSJ Contractor's submission.
- (c) Within 7 days after receipt of the response, the SSJ Contractor may reply to the response but must not raise new matters.
- (d) Within 7 days after receipt of that reply, TfNSW may make comments upon the reply but not raise new matters.
- (e) For the purpose of counting days in these rules, Saturdays, Sundays, public holidays and the period from 24 December to 15 January inclusive will not be counted. All submissions, responses and comments must be in writing. Unless the expert and the parties otherwise agree, the expert must ignore any submission, response or comment made later than the time prescribed. A party providing anything to the expert must at the same time provide a copy to the other party.
- (f) If the expert considers it appropriate, the SSJ Contractor may reply in writing to TfNSW's comments submitted in accordance with clause 2(d) within the time allowed by the expert.
- (g) If the expert decides further information or documentation is required for the determination of the dispute or difference, the expert:
 - (i) may require a further written submission or documents from one or both parties, giving each party a reasonable opportunity to make a written response to the other's submission;
 - (ii) must not communicate with one party without the knowledge of the other; and
 - (iii) may request a conference in accordance with clause 3 (*Conference*) below.

3. CONFERENCE

- (a) The expert may notify the parties that a conference between the parties is considered necessary and set out in such a notice the matters that the expert wants to discuss at the conference.
- (b) Provided that the parties agree, at the request of the expert and on such terms as the parties may agree, the expert may arrange a conference.

- (c) At least 7 days before the conference, the expert must inform the parties of the conference agenda.
- (d) The parties must appear at the conference and make oral submissions on the subject matter of the conference.
- (e) The expert is not bound by the rules of evidence in conducting the conference.
- (f) Neither party may have legal representation at a conference.
- (g) The conference must be held in private.
- (h) If required by either party, minutes of the conference proceedings must be taken and made available to the expert and the parties.
- (i) All proceedings and submissions relating to the expert determination process must be kept confidential except:
 - (i) with the prior written consent of the parties;
 - (ii) as may be required by law; or
 - (iii) in order to enforce the determination of the expert.

4. THE DETERMINATION

- (a) As soon as possible after receipt of the submissions or after any conference and, in any event not later than the period of time after the expert's acceptance of appointment agreed by the parties and the expert, the expert must:
 - (i) determine the Target Cost Offer Dispute by at least providing a written opinion and a statement of reasons for making the determination; and
 - (ii) notify the parties of that determination in writing.
- (b) The expert must make the determination on the basis of the submissions of the parties, including documents, and the expert's own knowledge and expertise.
- (c) The expert's determination of the Target Cost Offer Dispute will be final and binding on the parties.
- (d) Unless the parties agree to extend the time for making a determination, as agreed by the parties under clause 4(a), the expert cannot deliver a determination after that time.
- (e) If the determination contains clerical or mathematical errors or accidental slips or omissions, the expert may correct them after the expiry of the time for making the determination.

5. COSTS

- (a) Each party must bear its own costs of the expert determination and must share equally the costs of the expert.
- (b) Security for costs must be deposited by both parties at the commencement of the expert determination process in accordance with any direction of the expert.

6. MODIFICATION

These rules may be modified only by agreement of the parties and the expert.

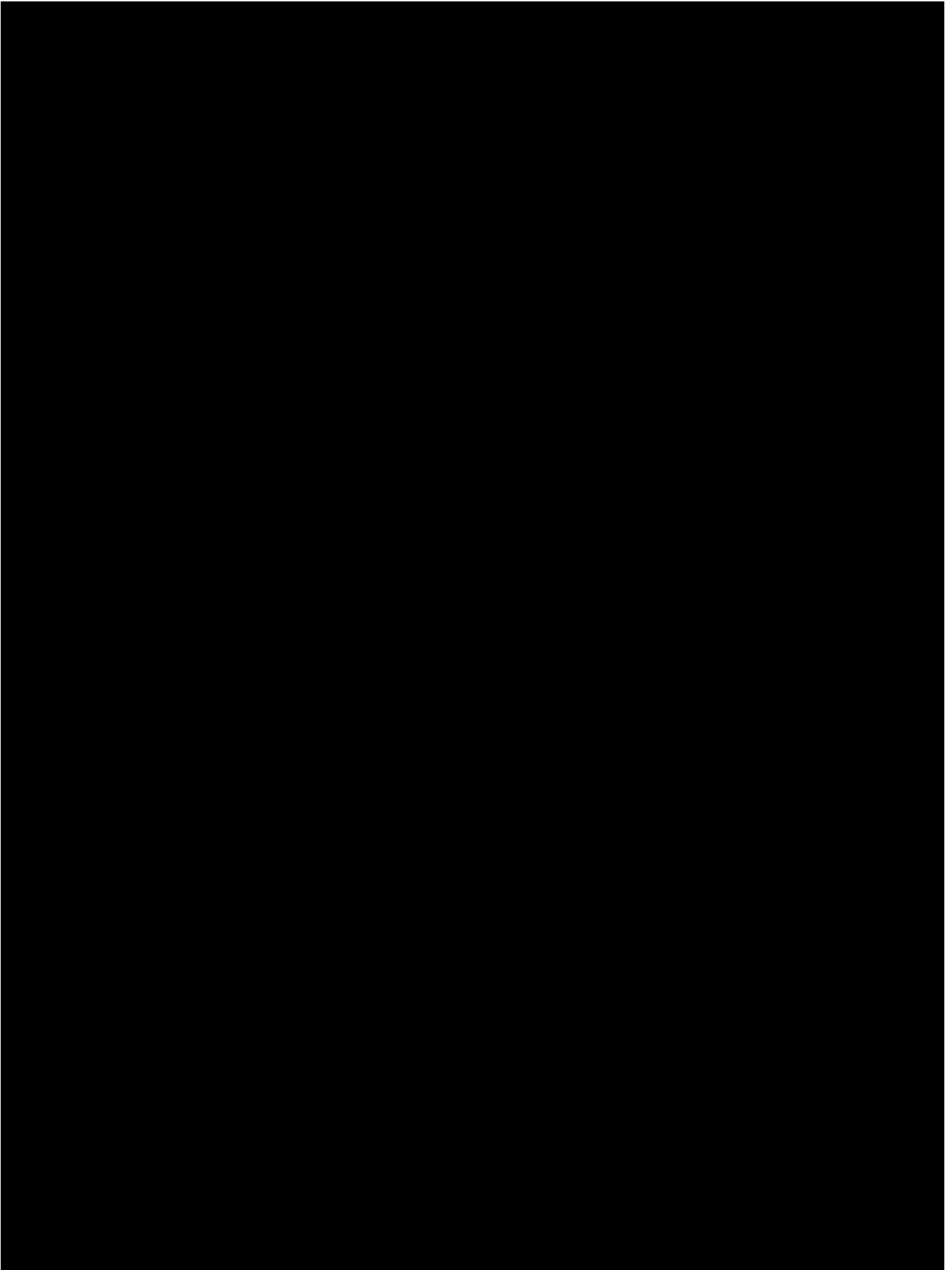


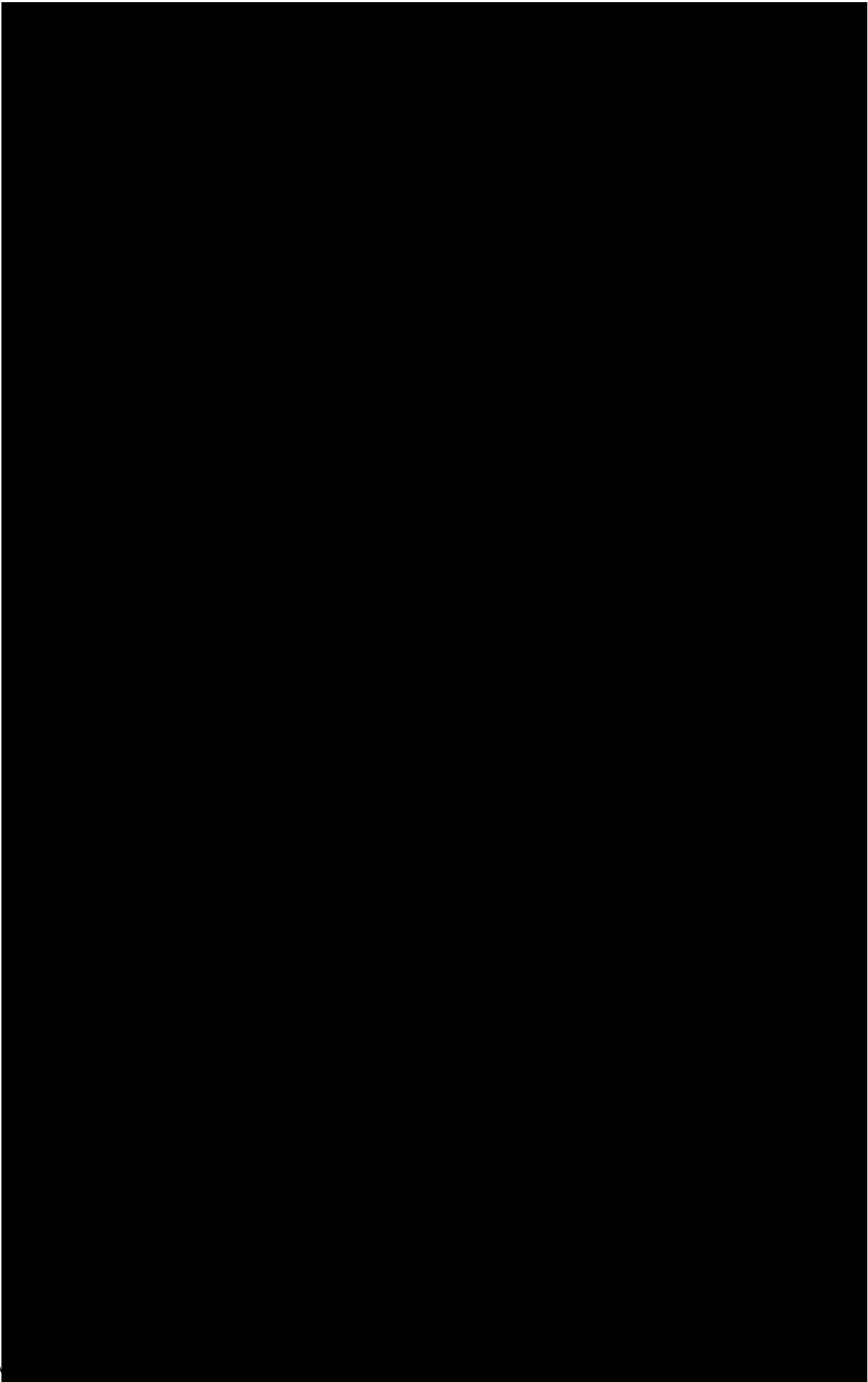
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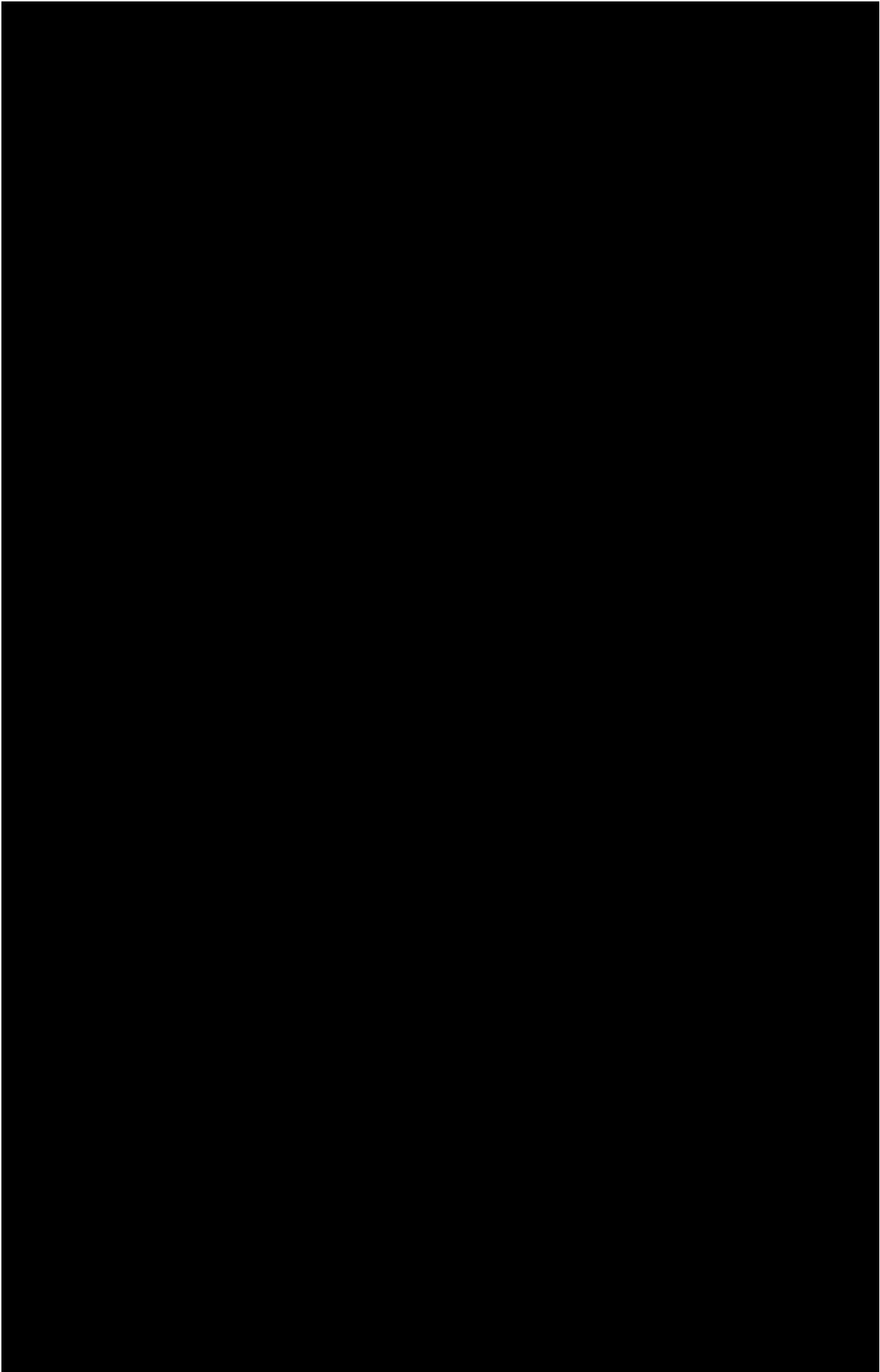
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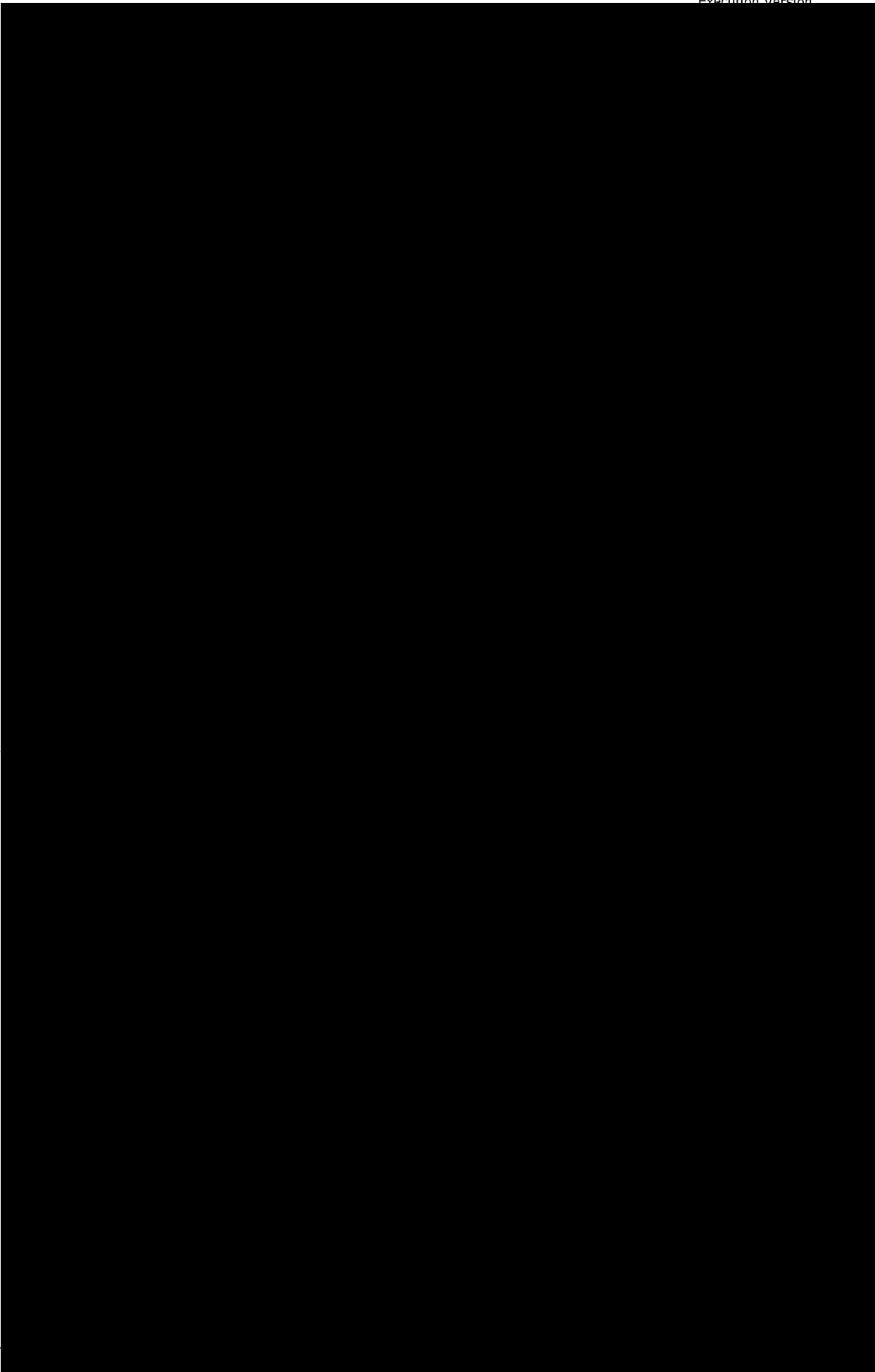
Nil.

**SCHEDULE A19. – SSJ INTERFACE CONTRACTOR COOPERATION AND INTEGRATION
DEED**









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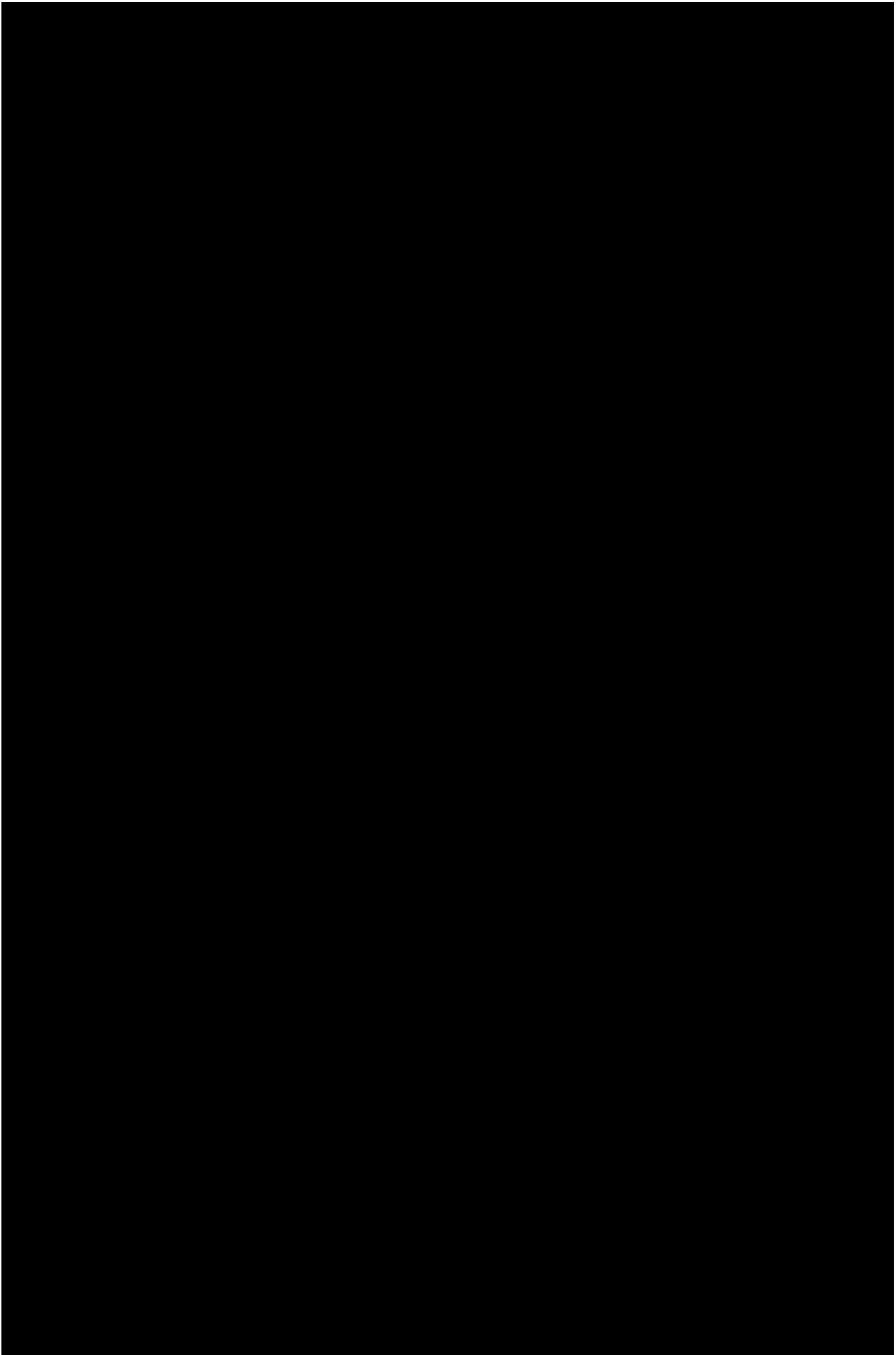
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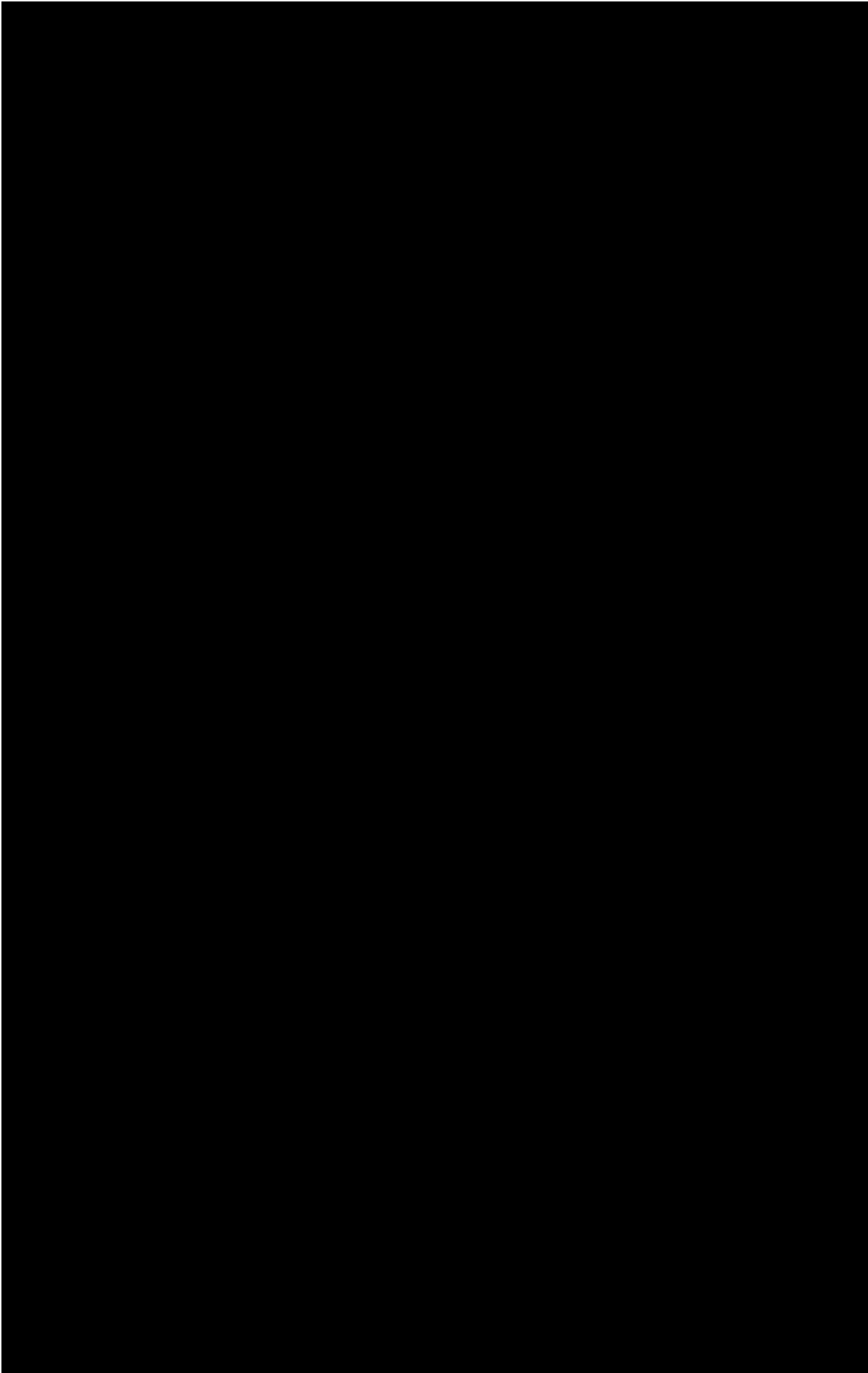
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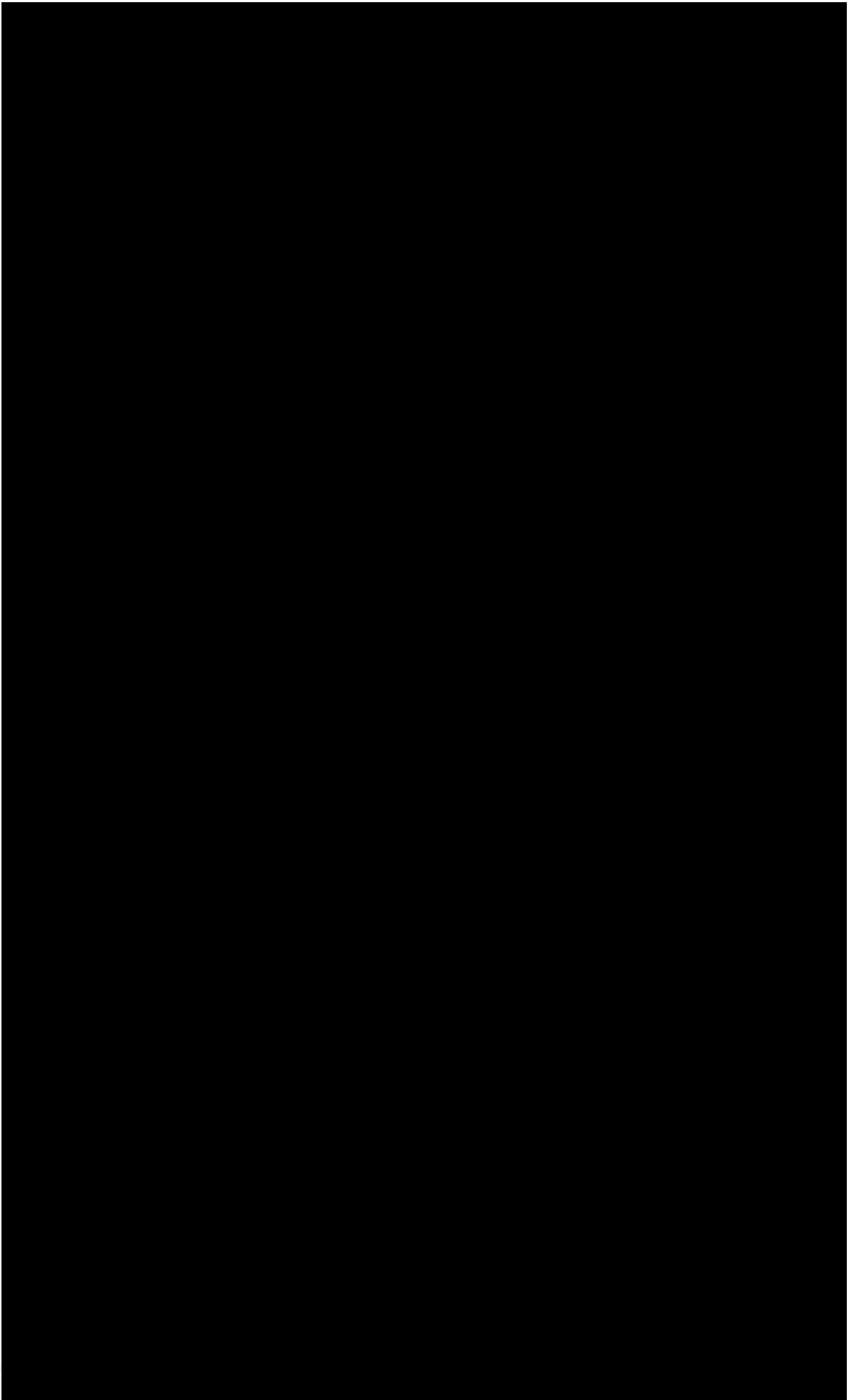
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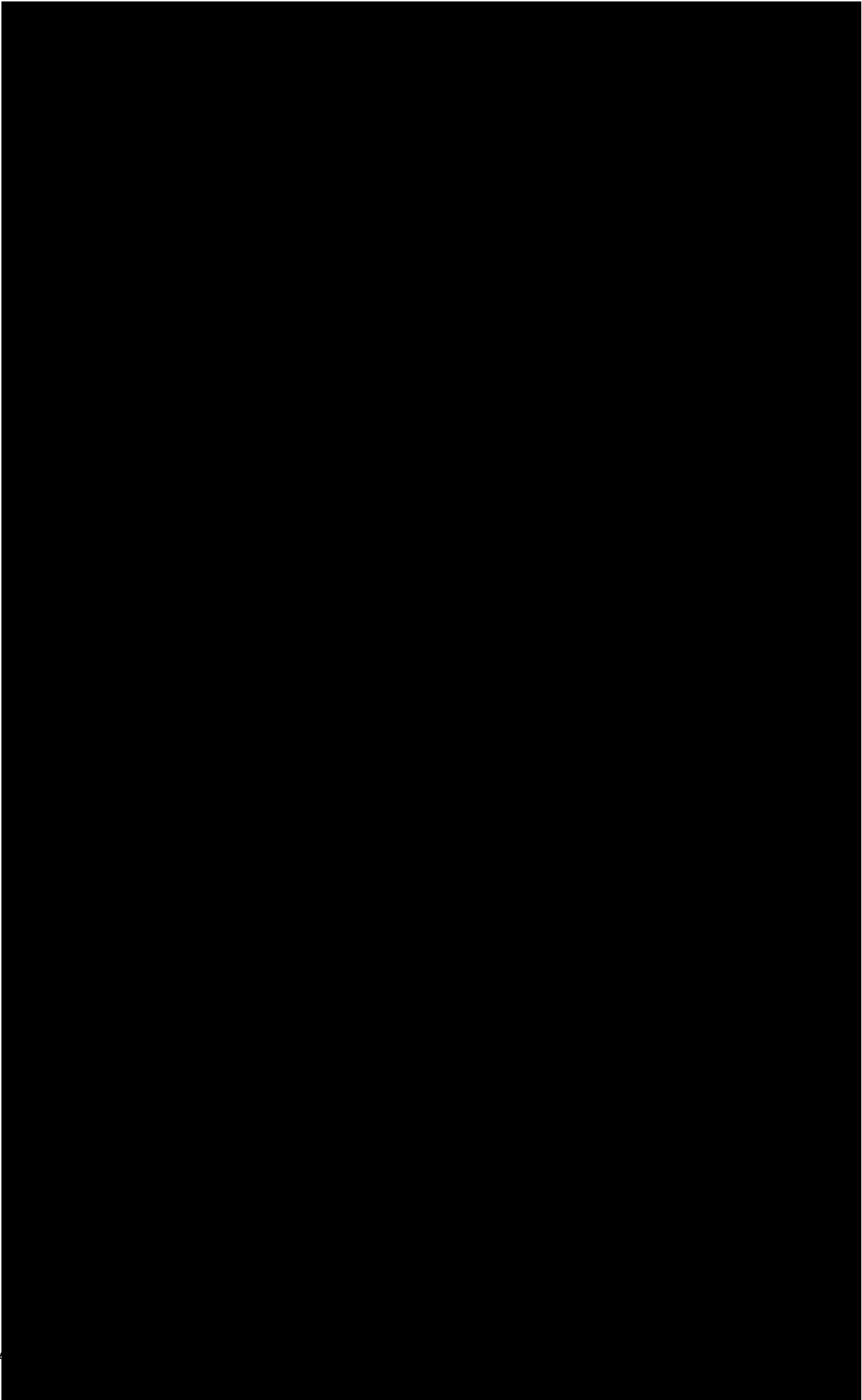


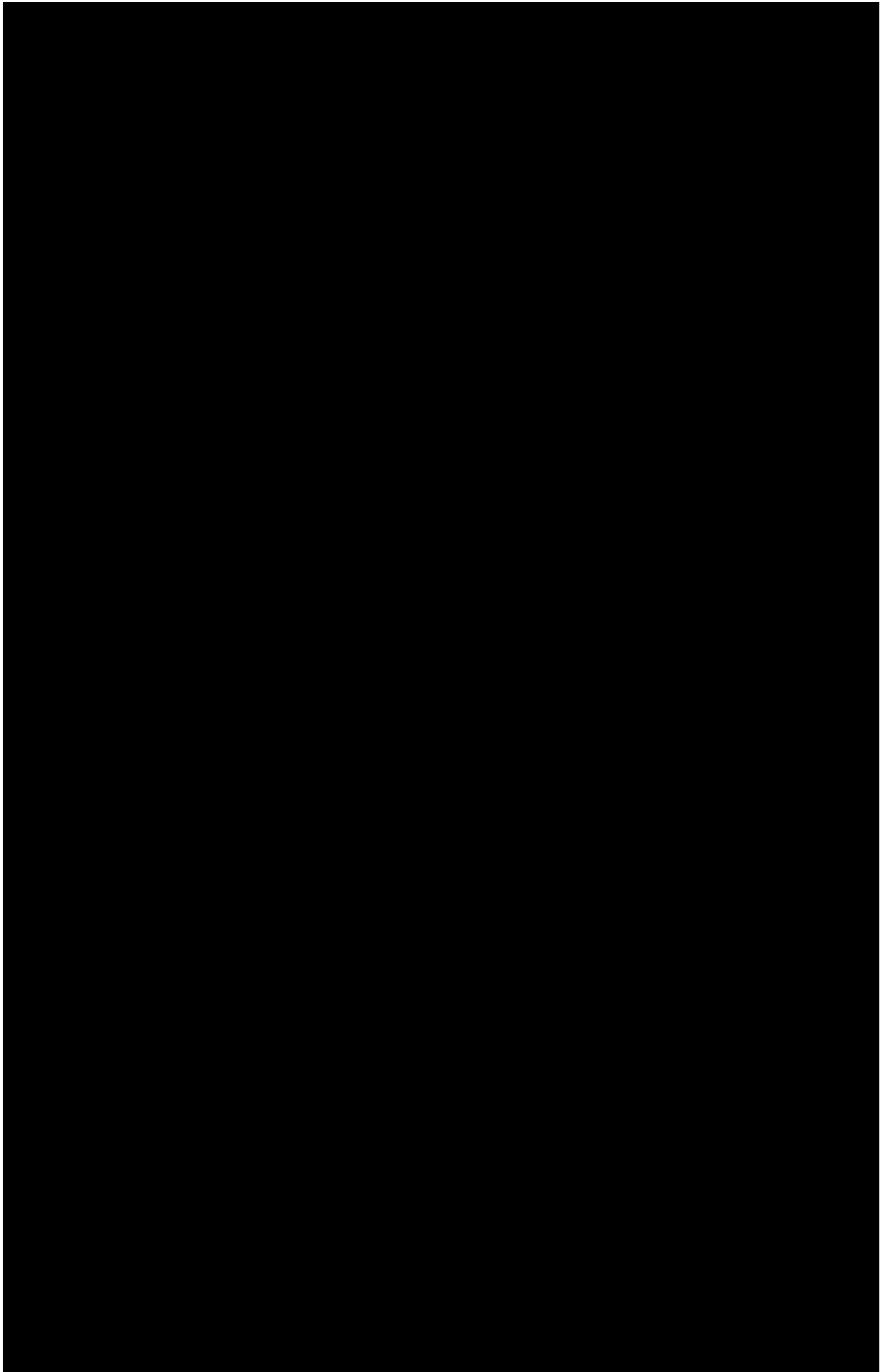


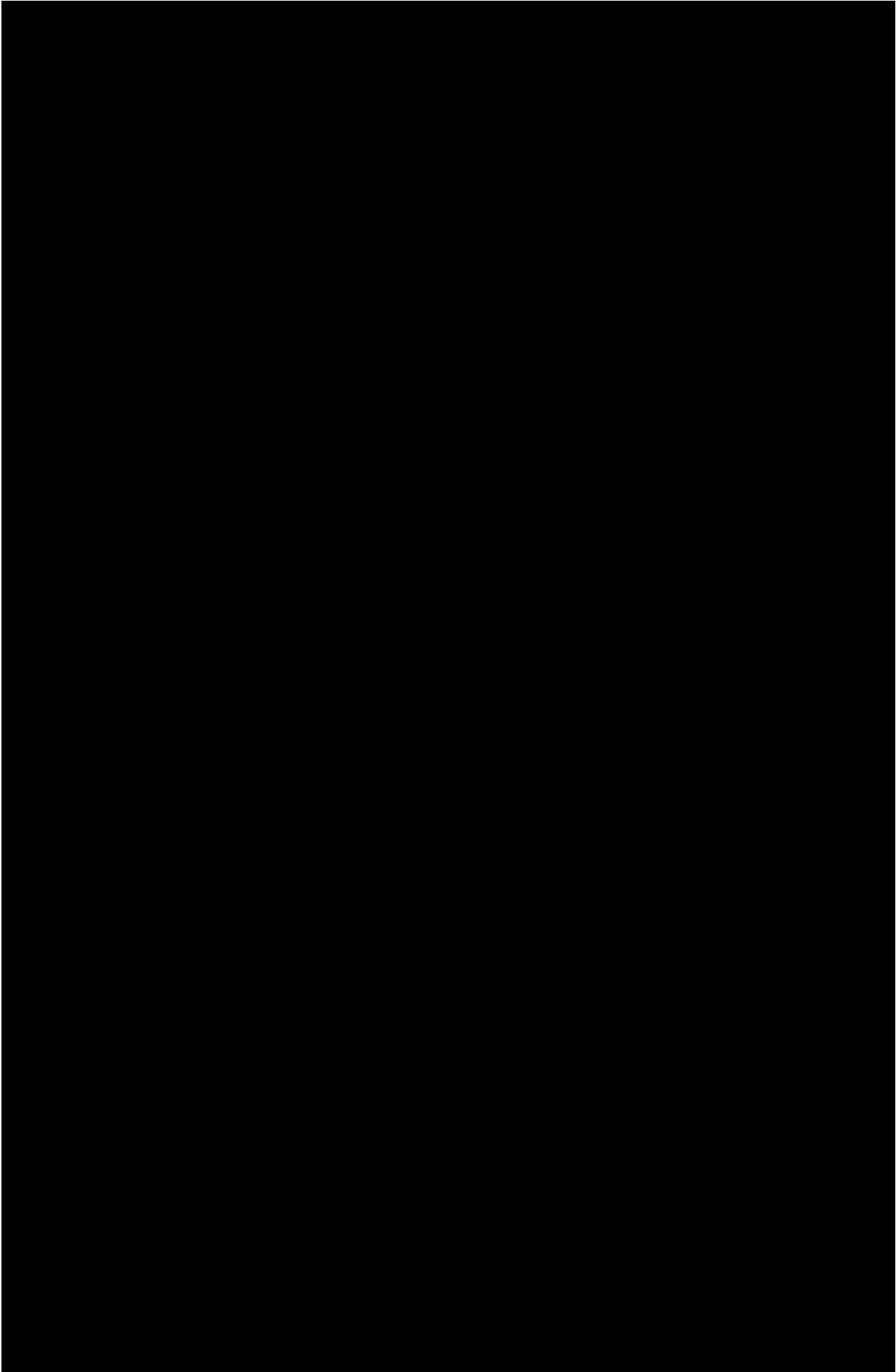


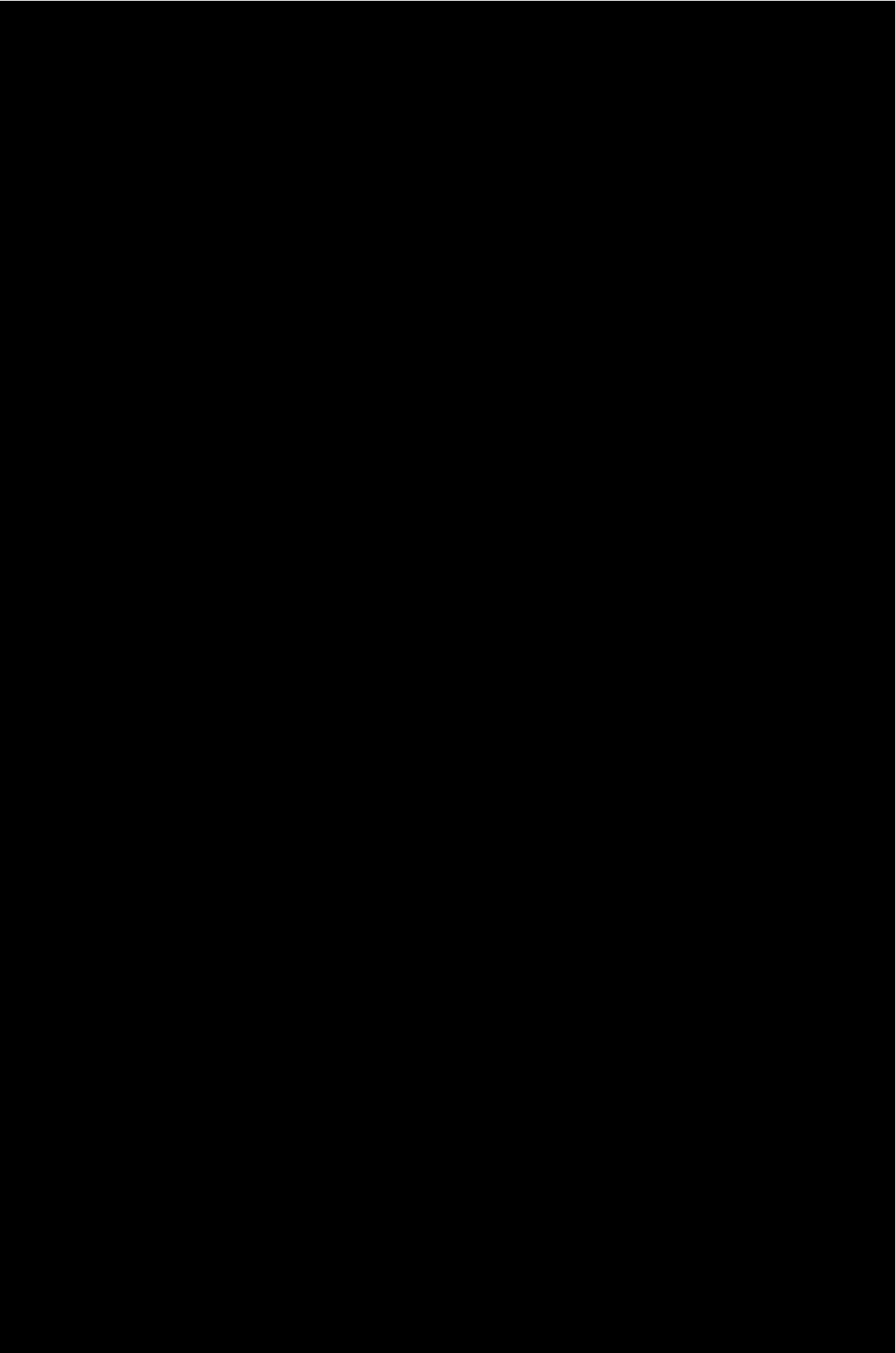
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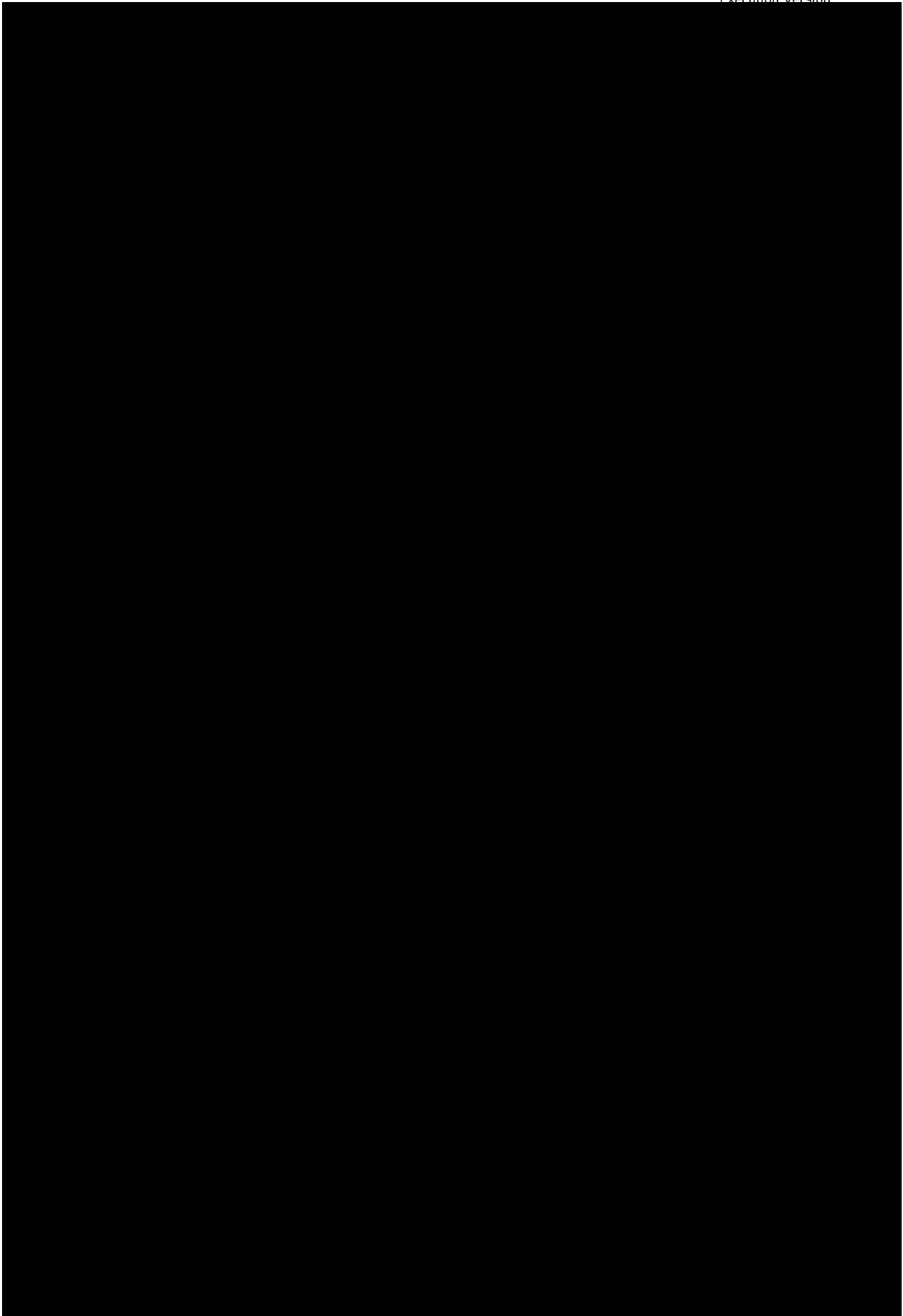
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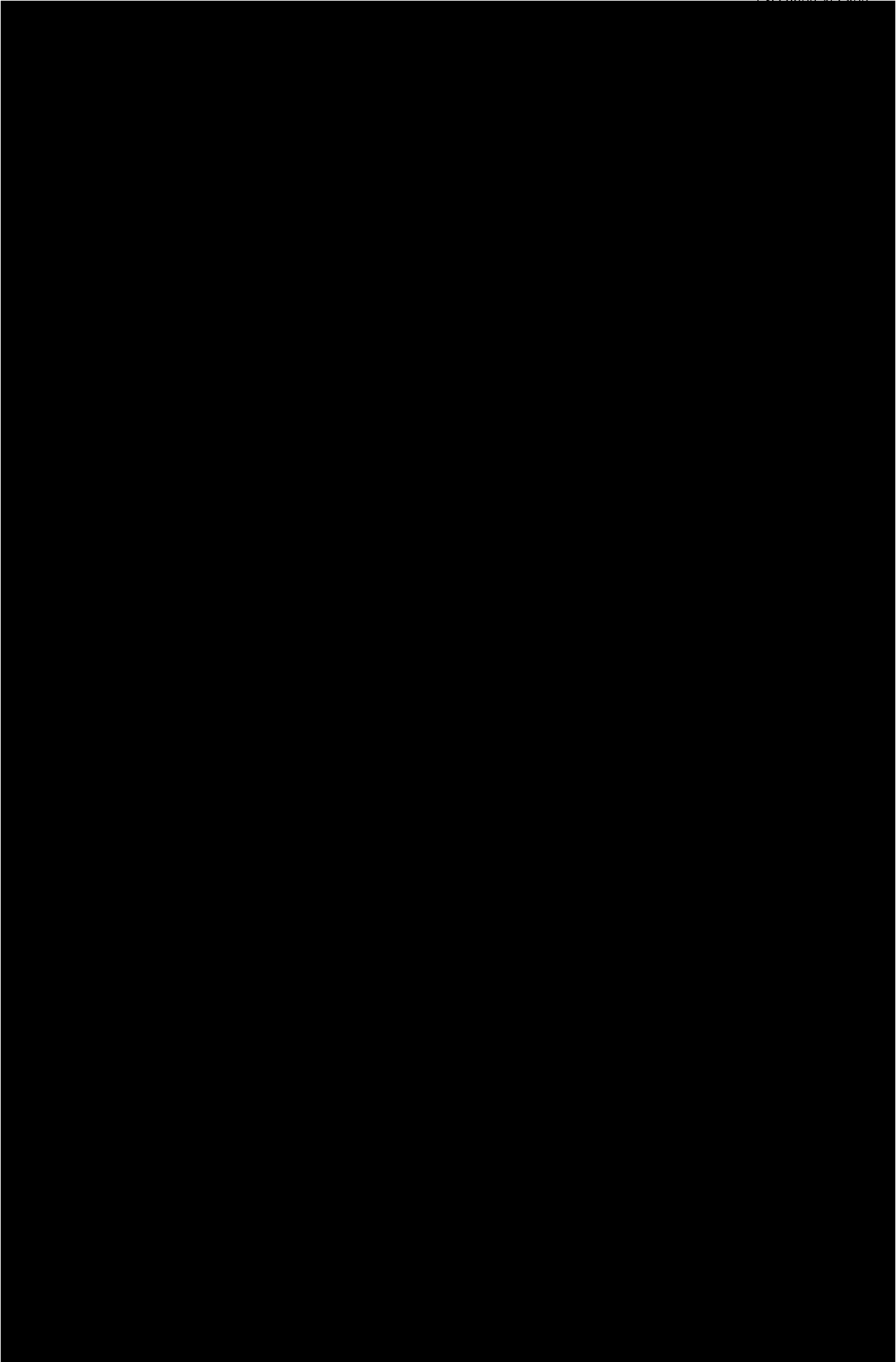


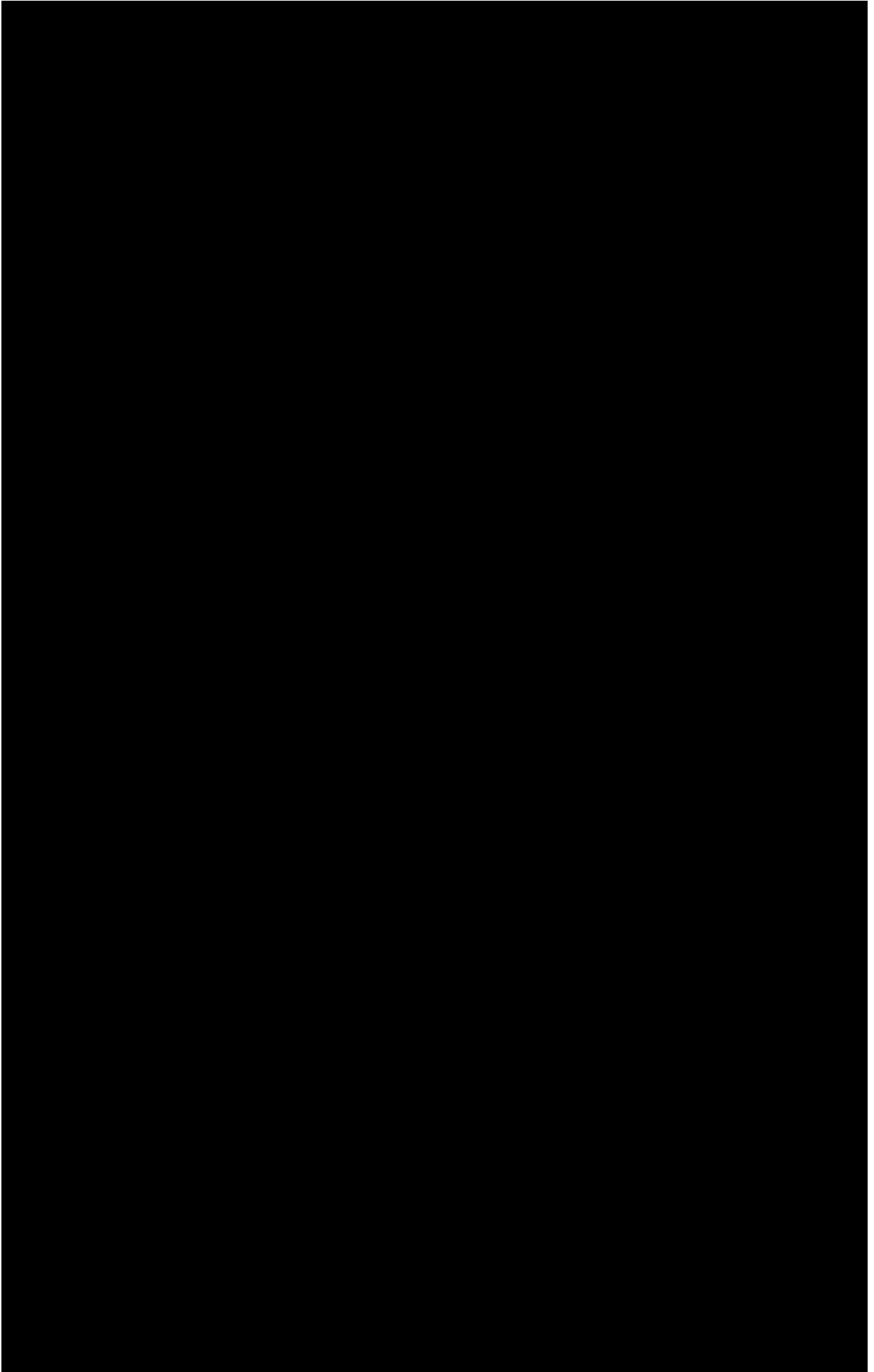


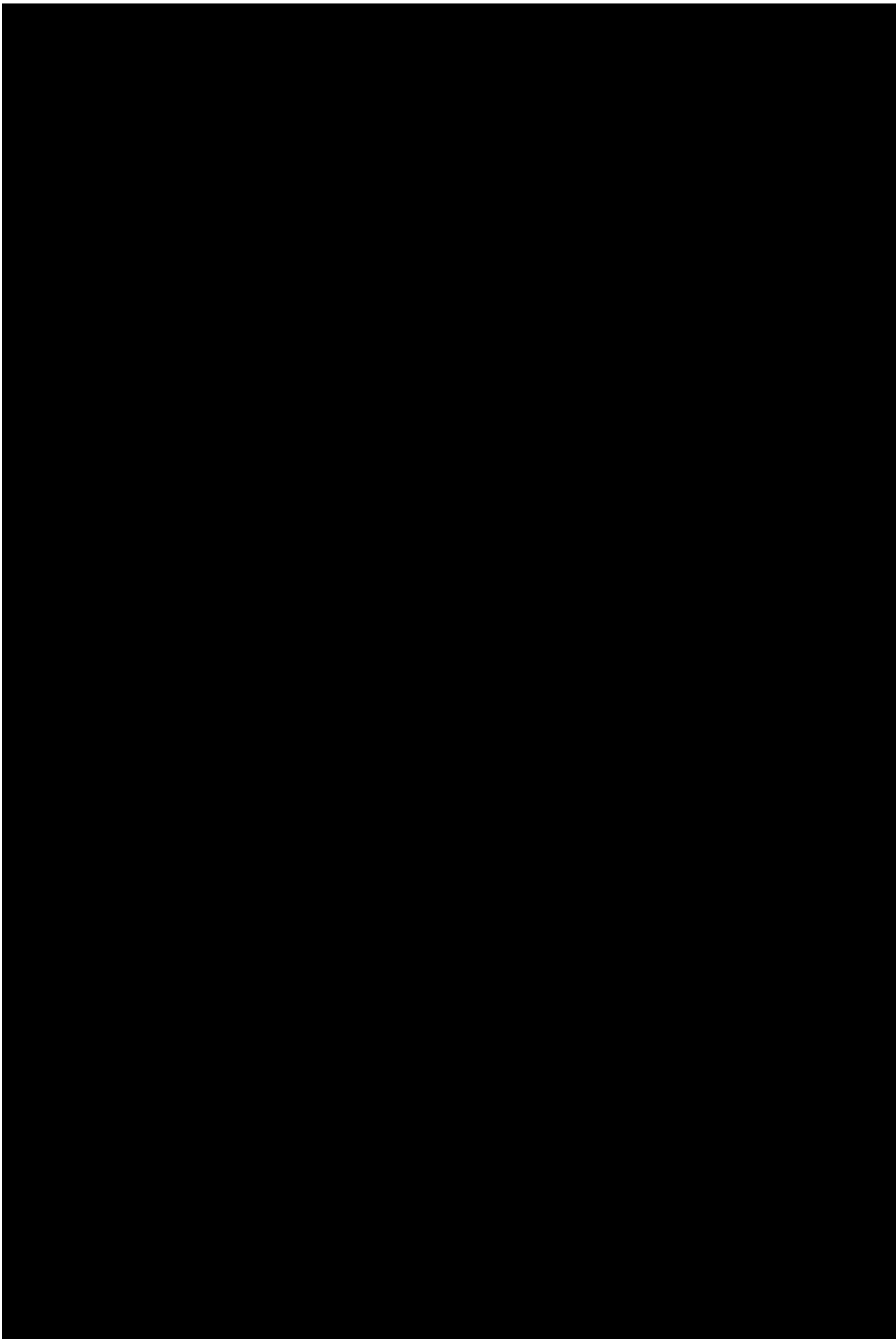


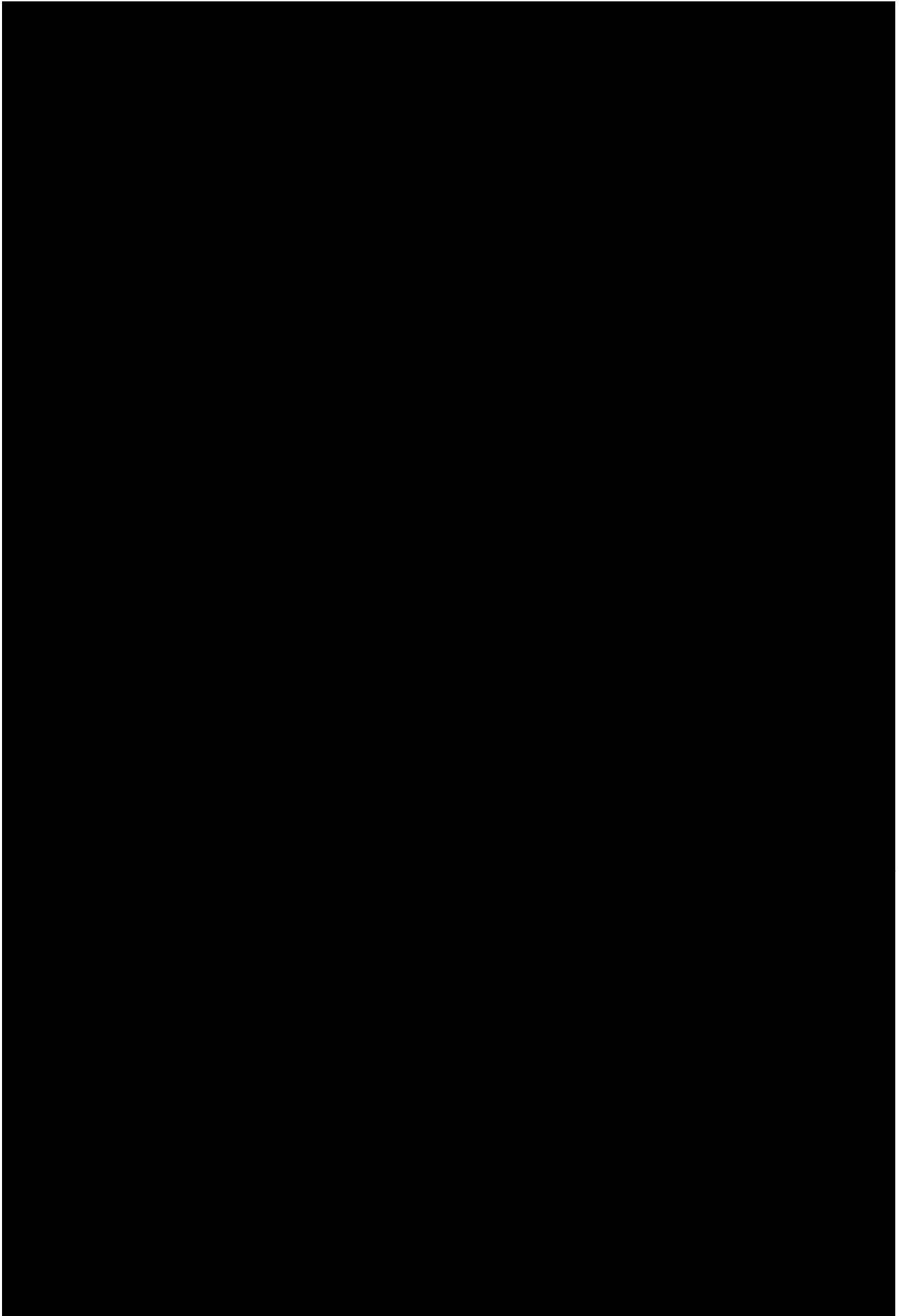


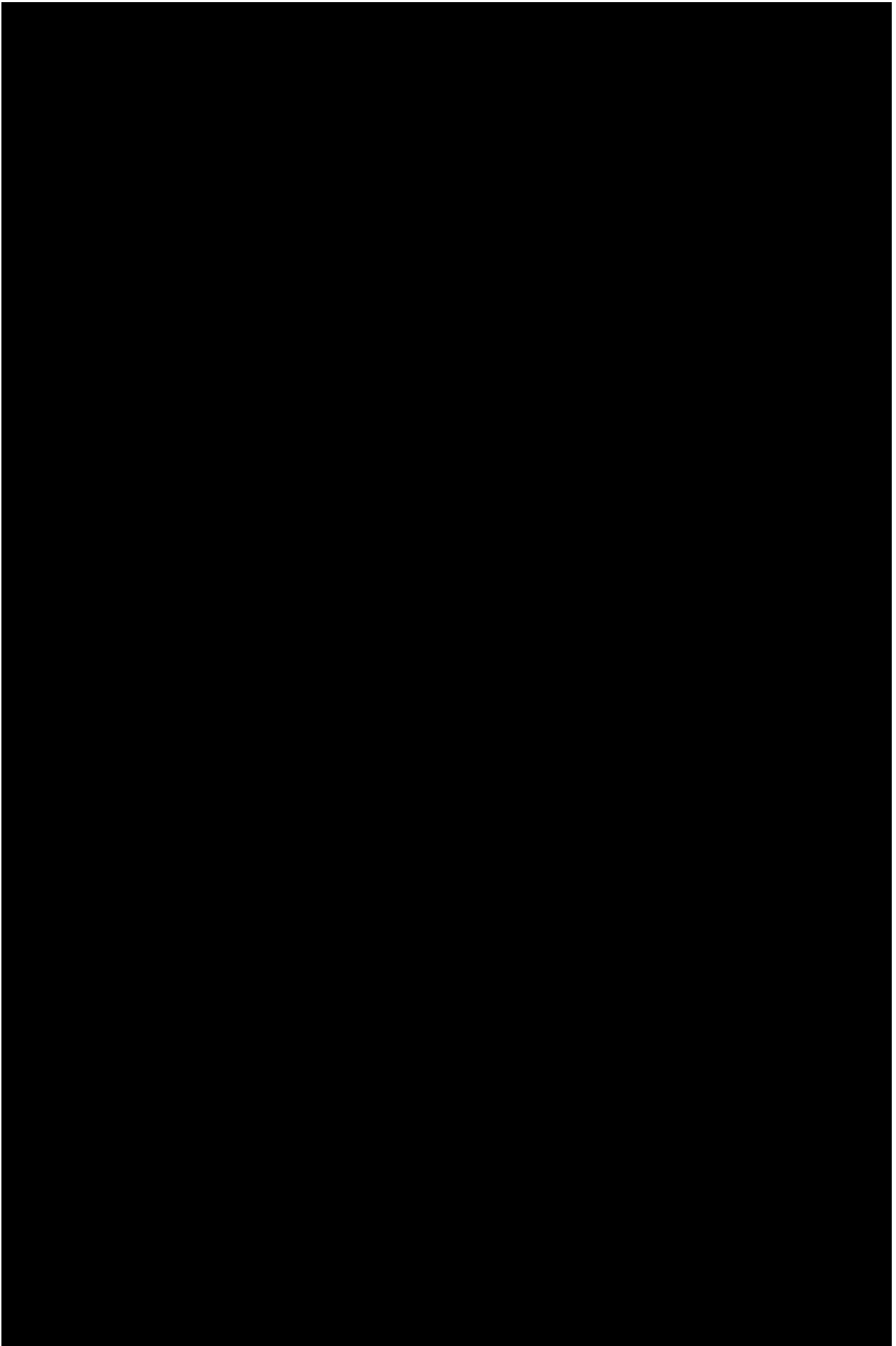


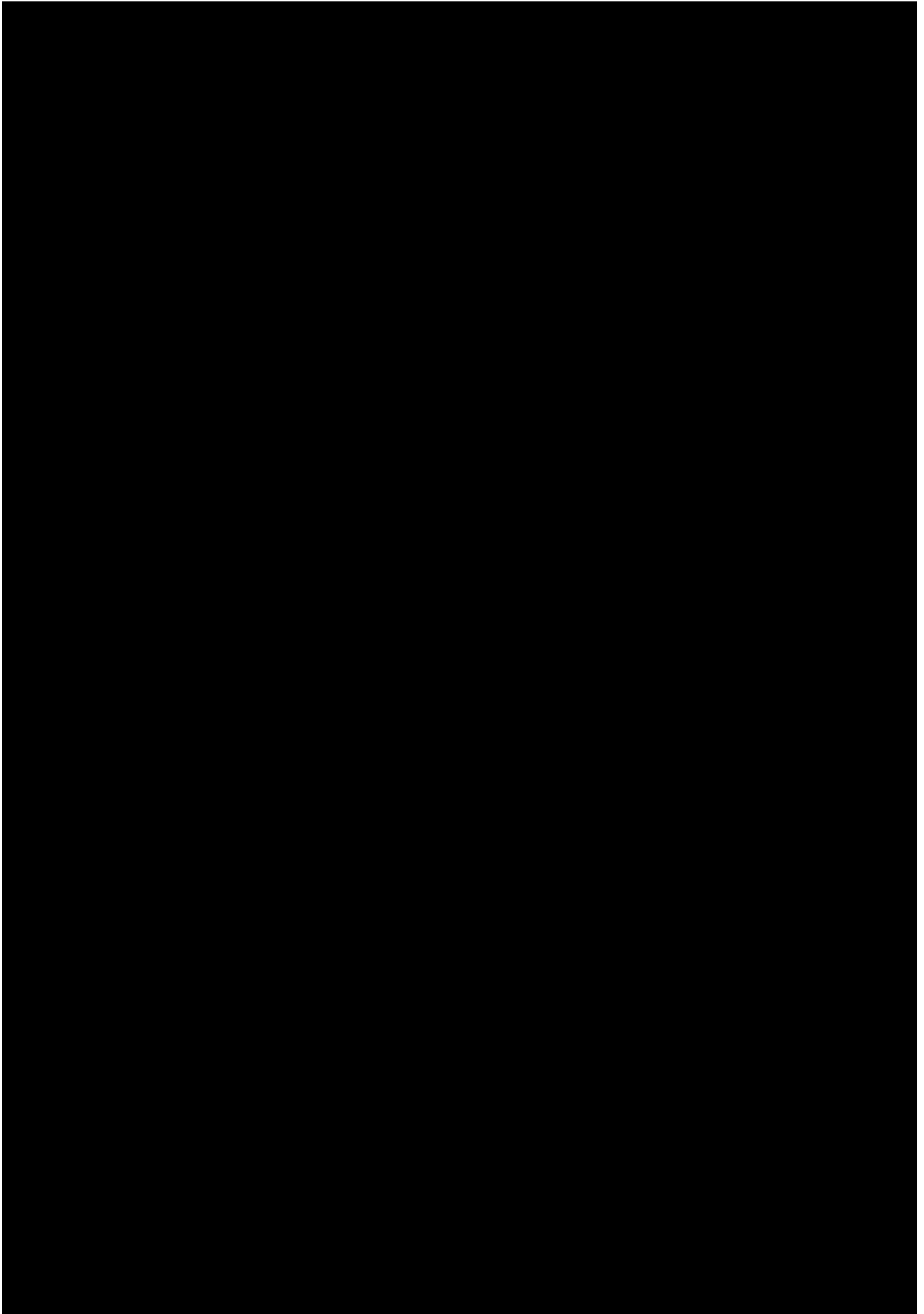


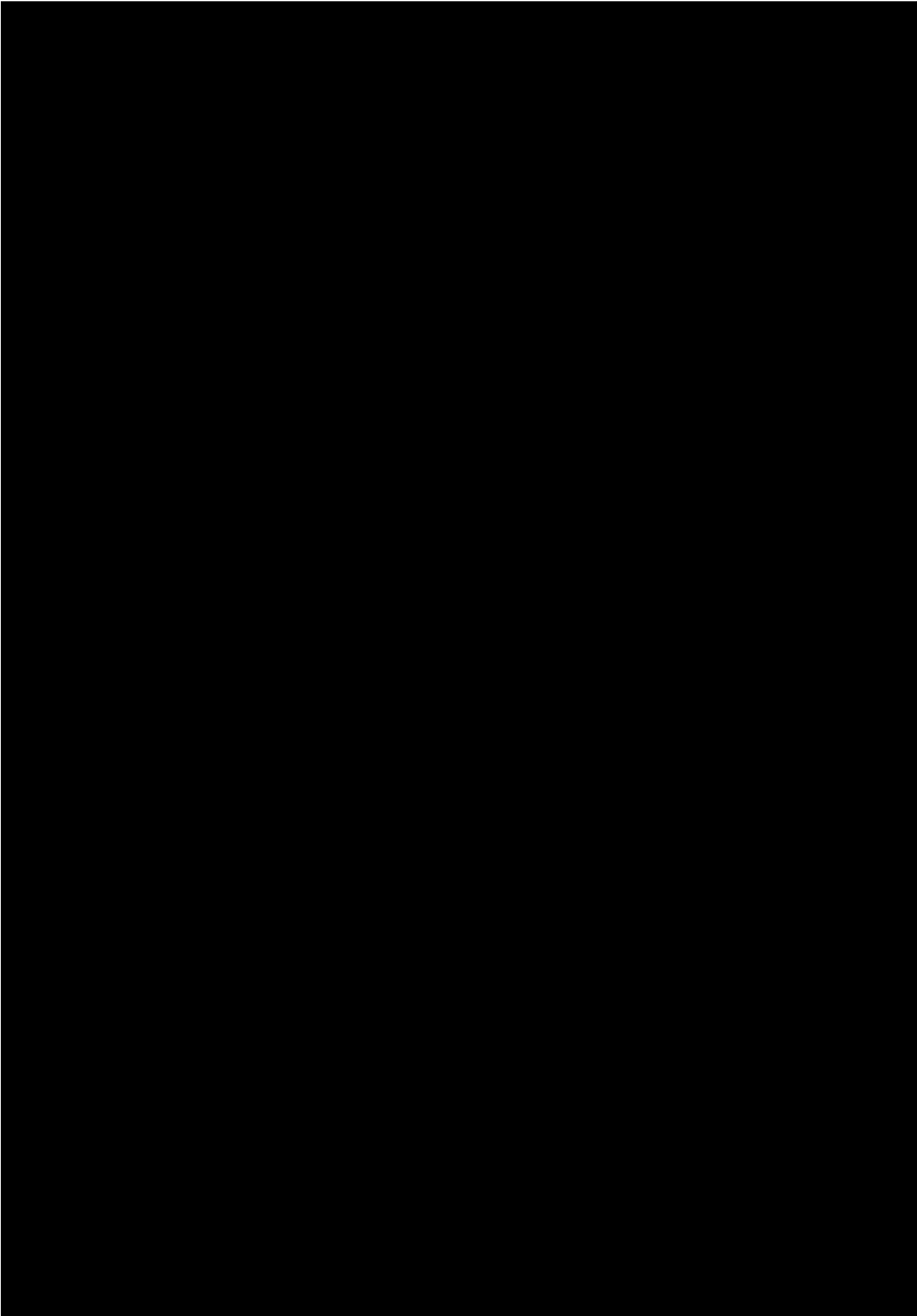


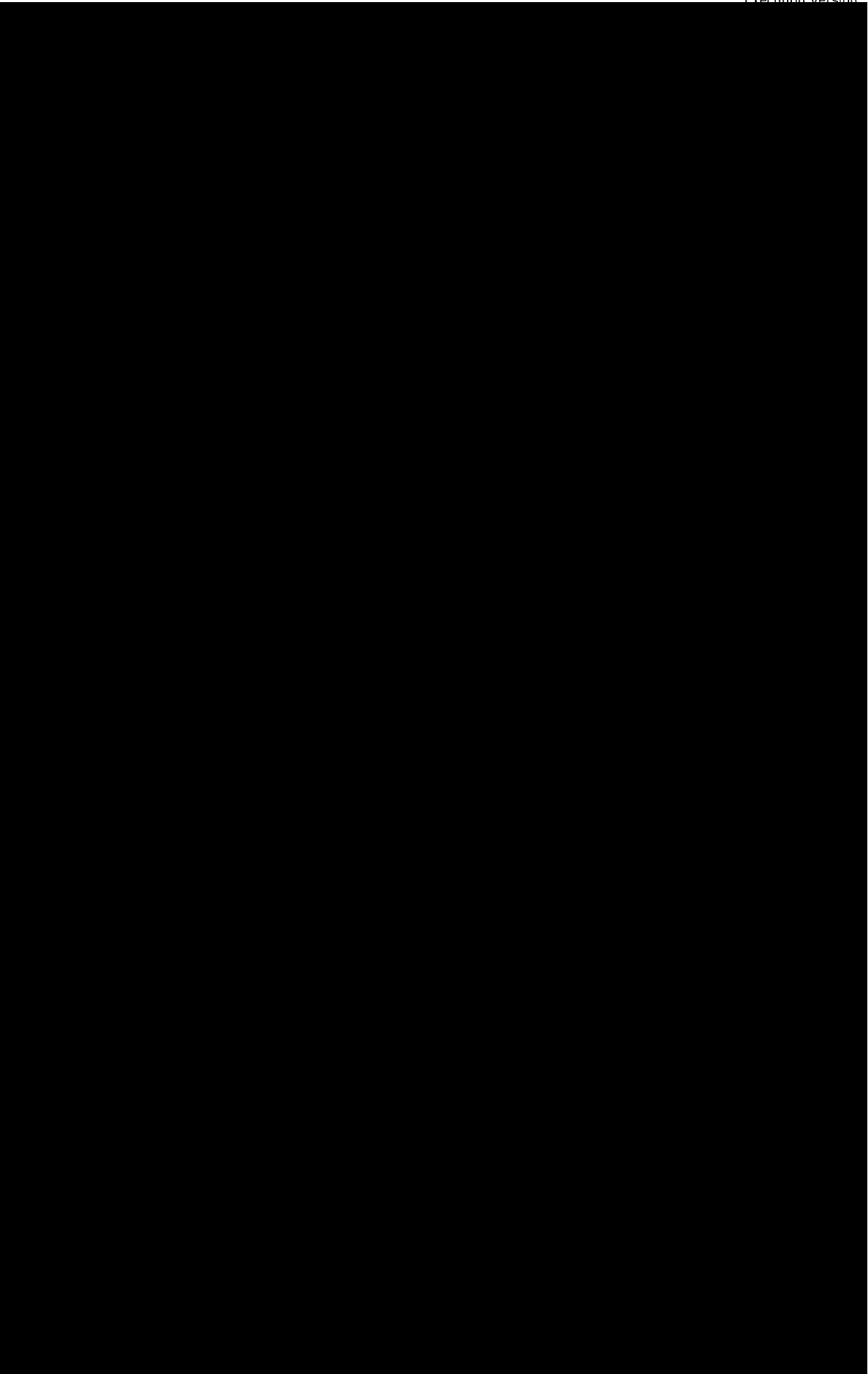


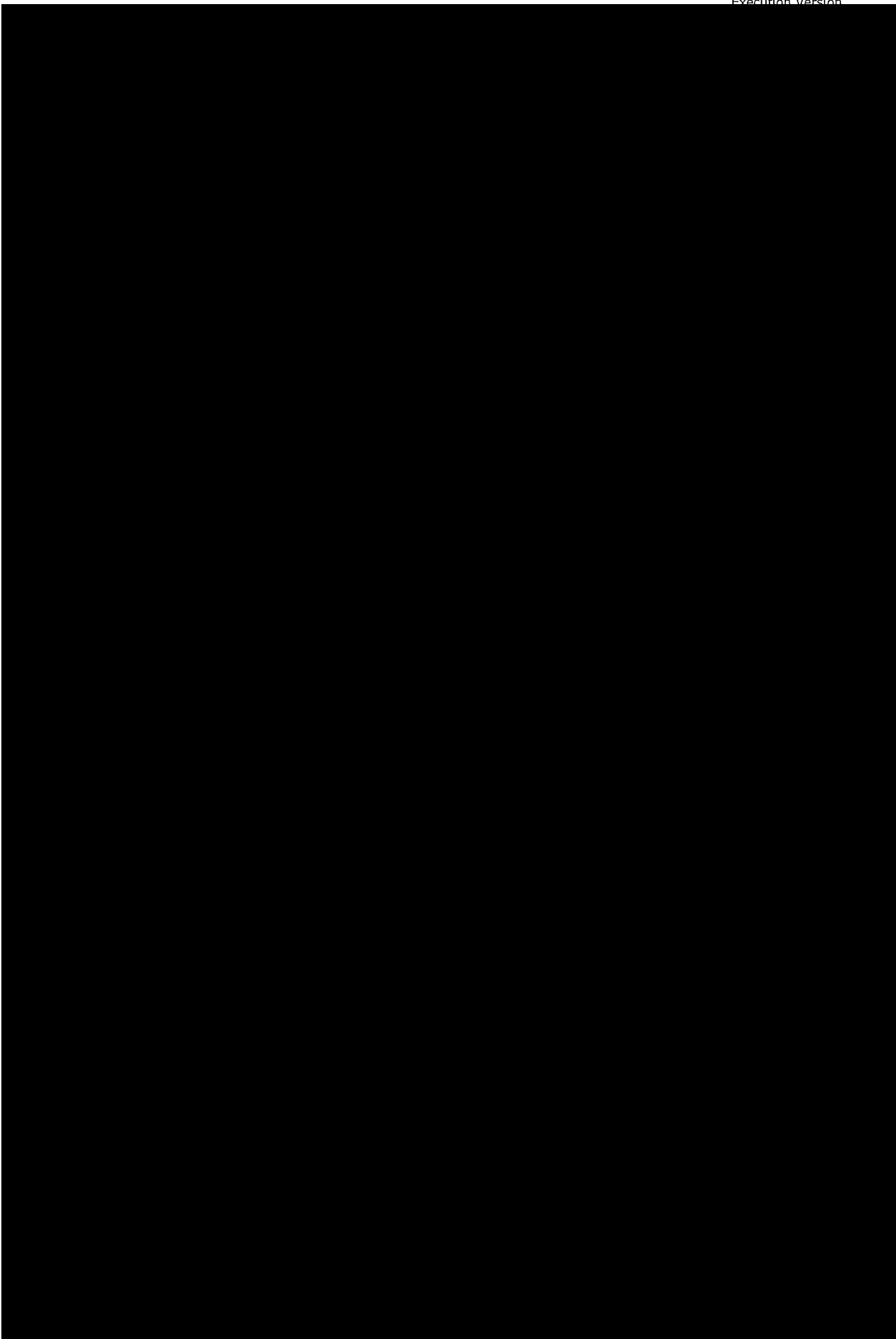


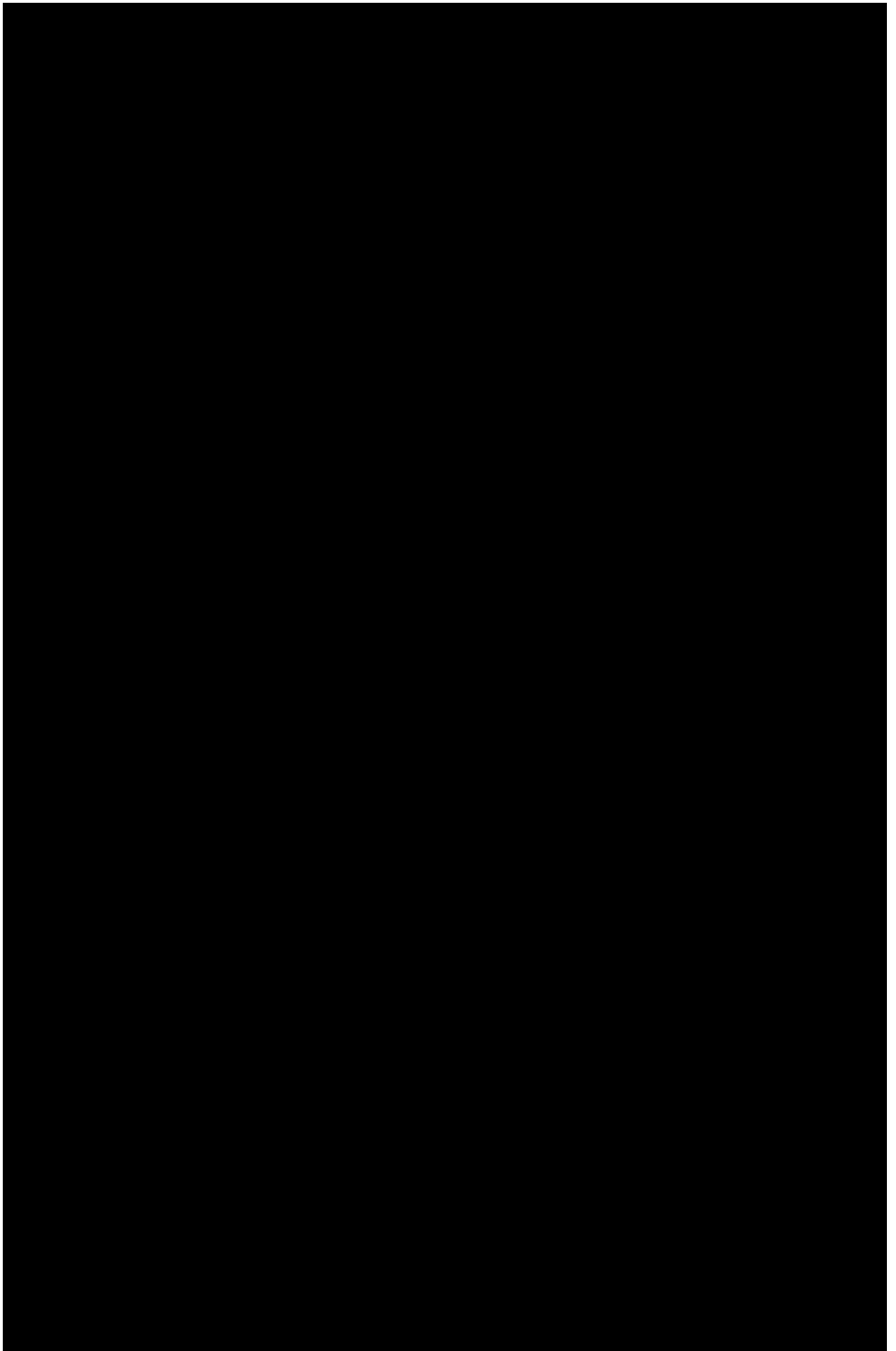


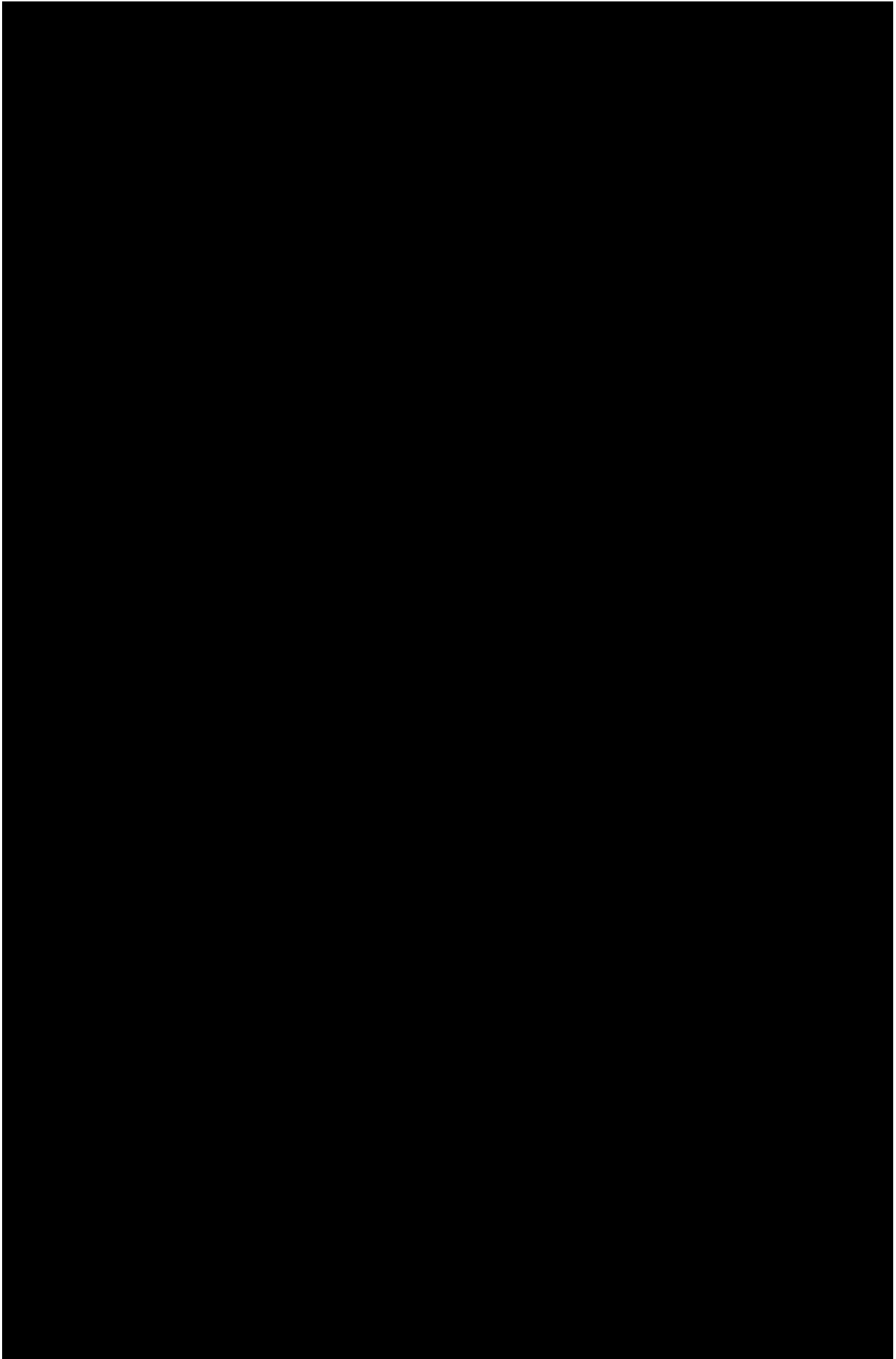


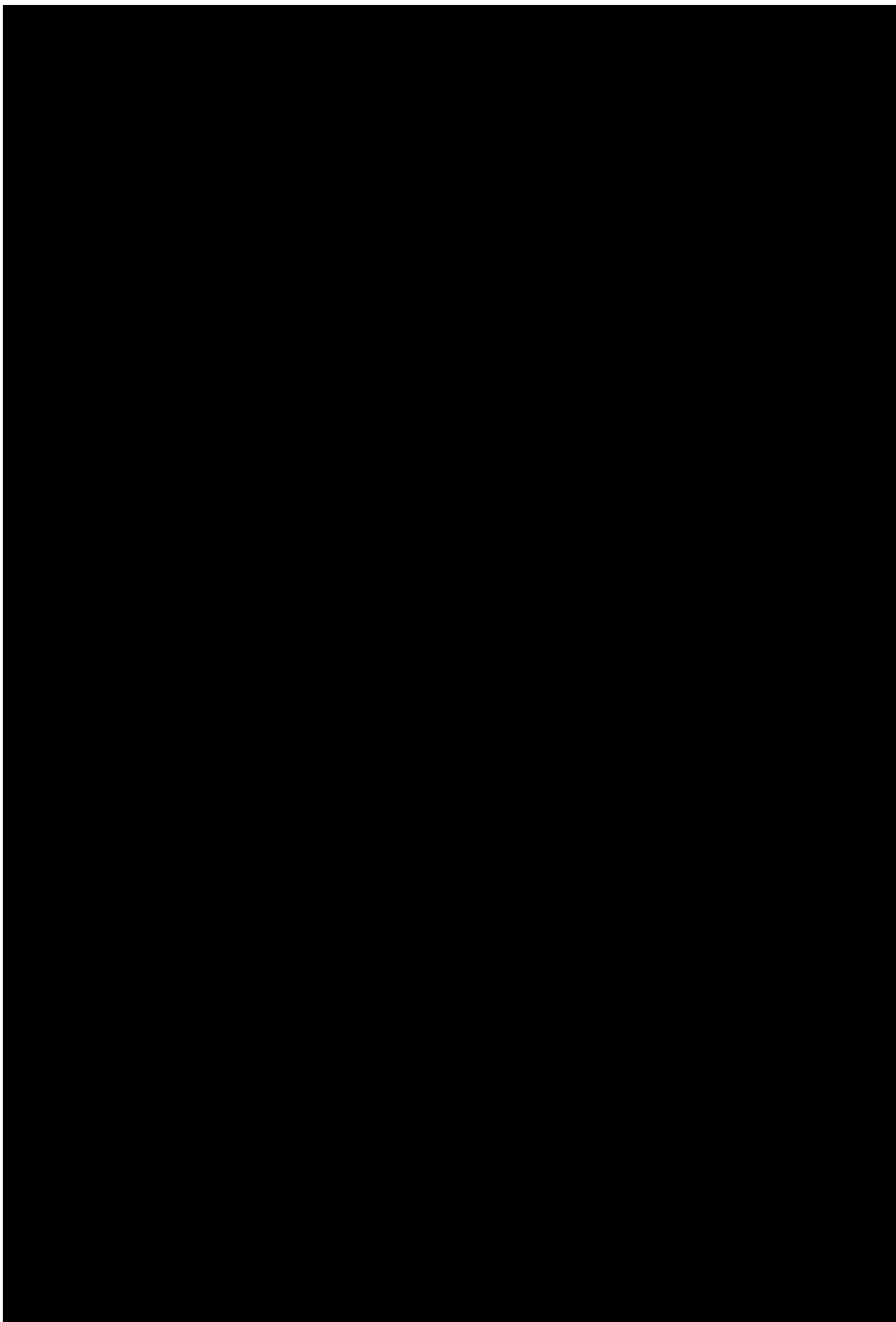


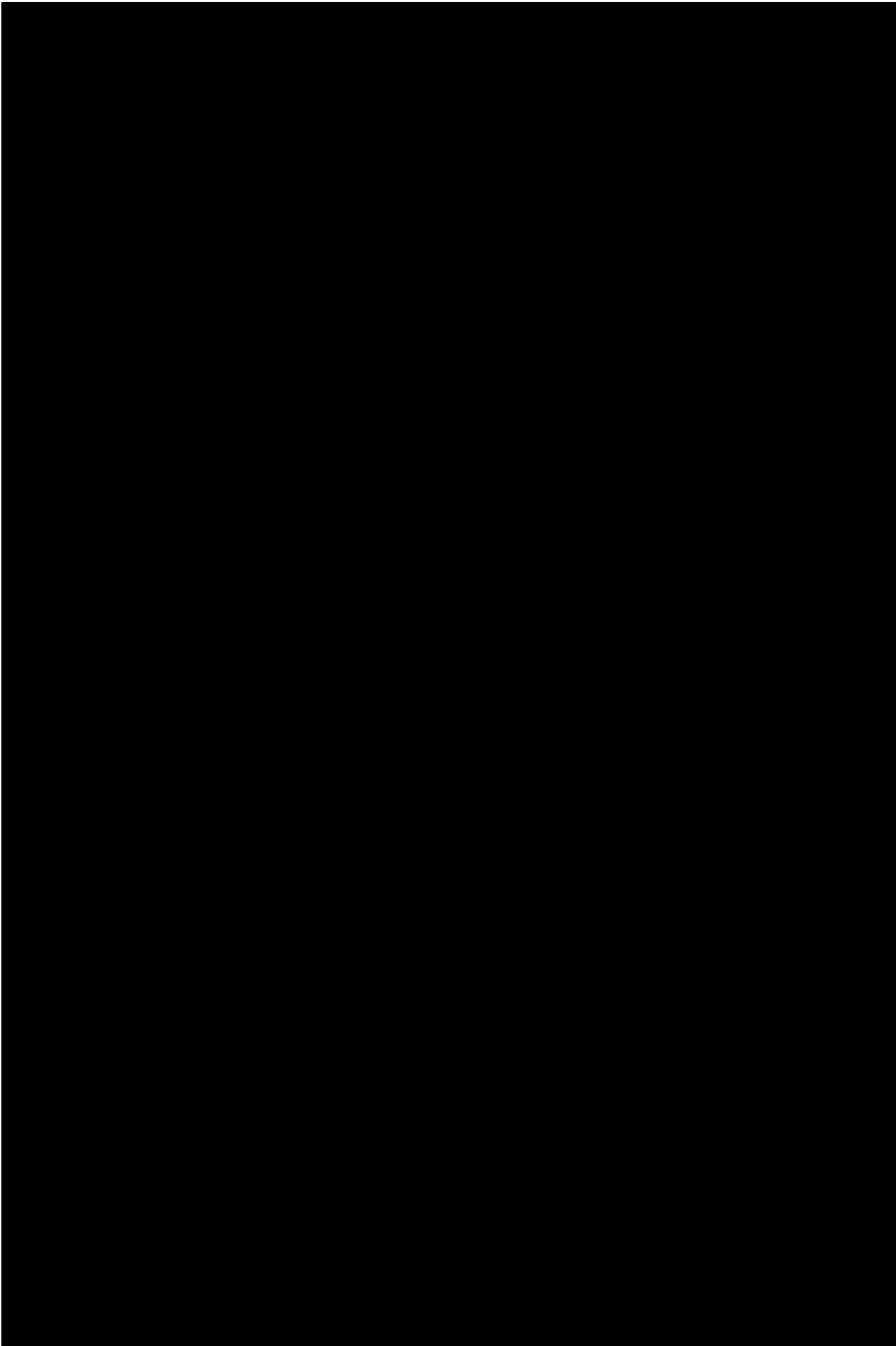


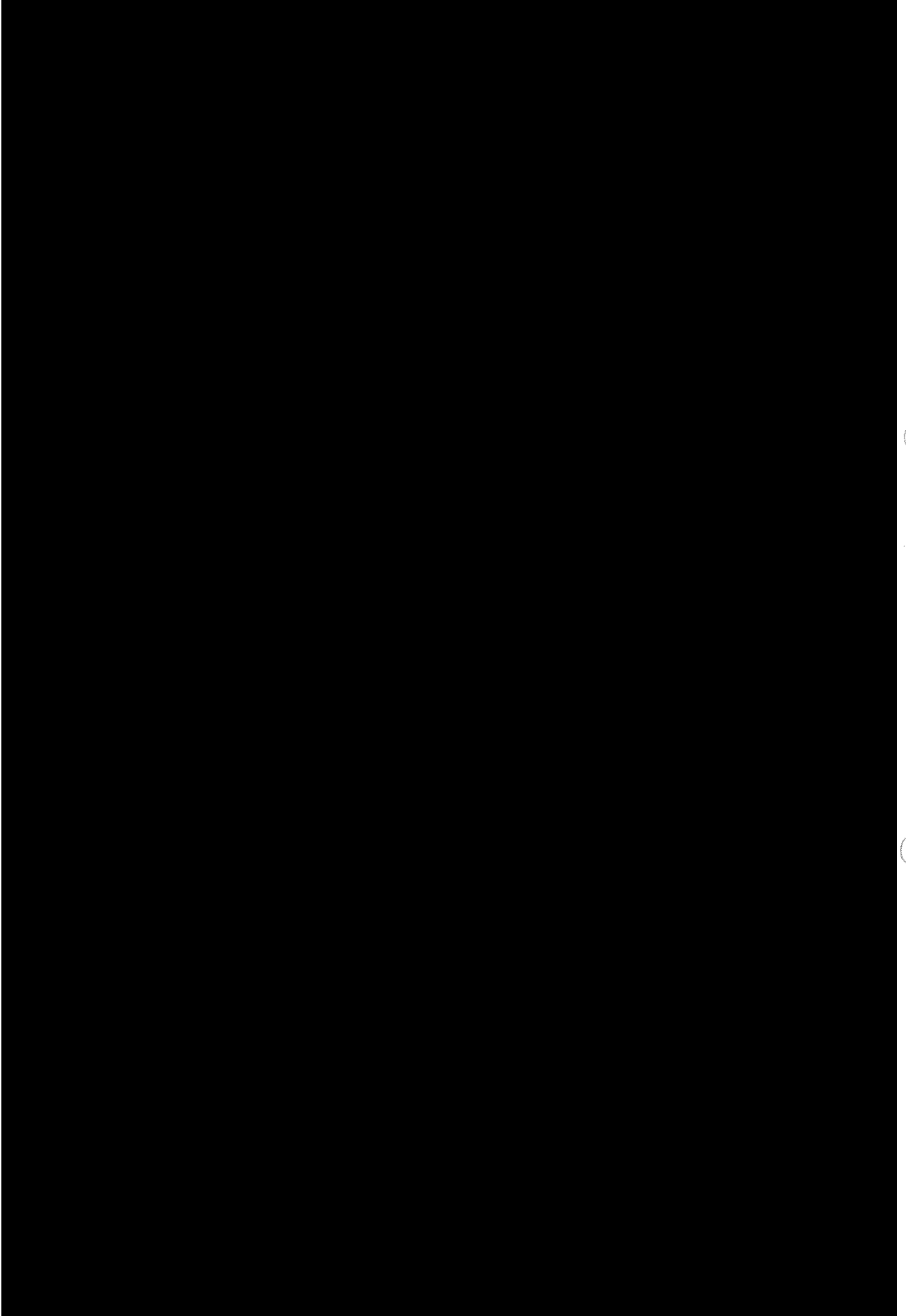


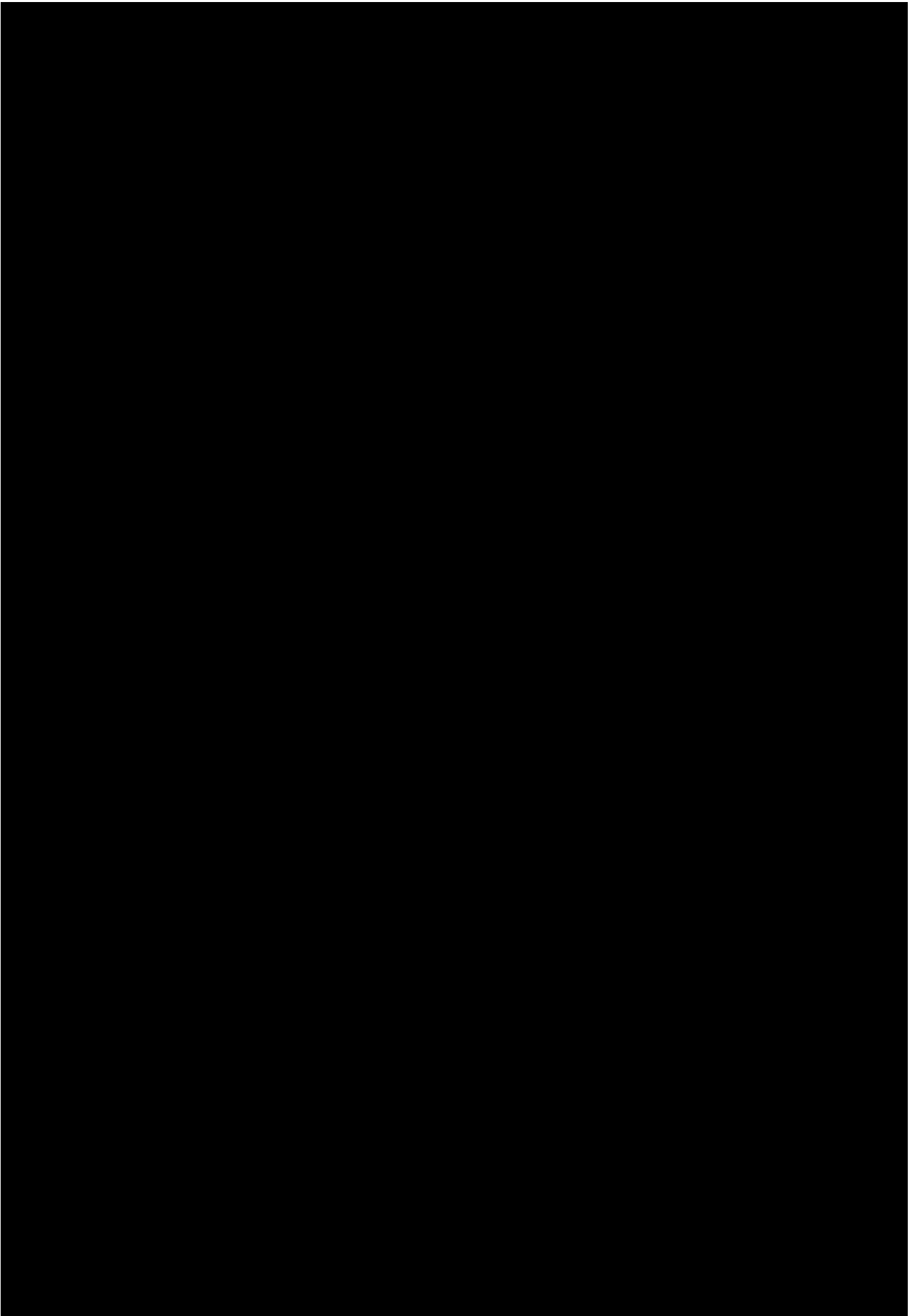


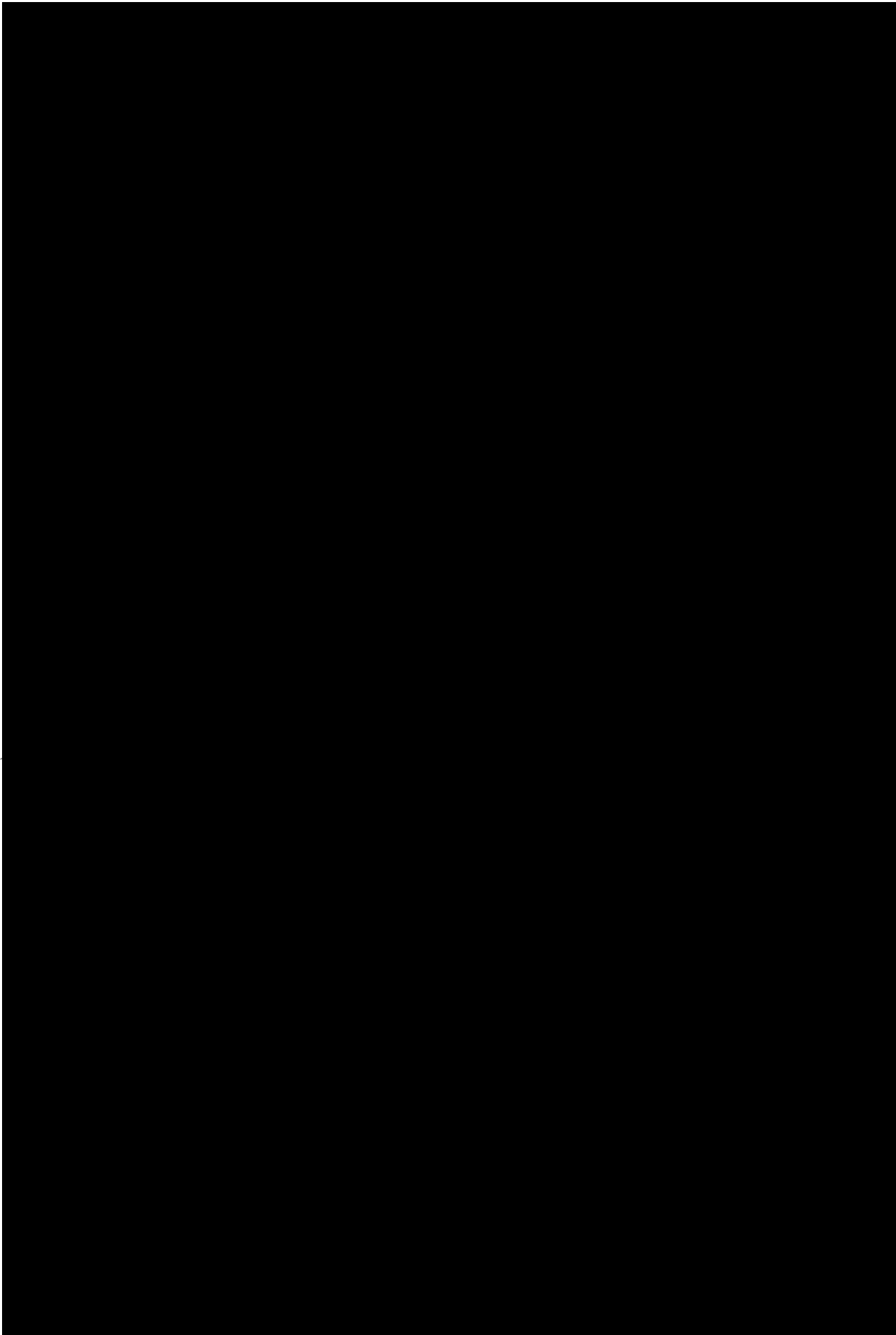


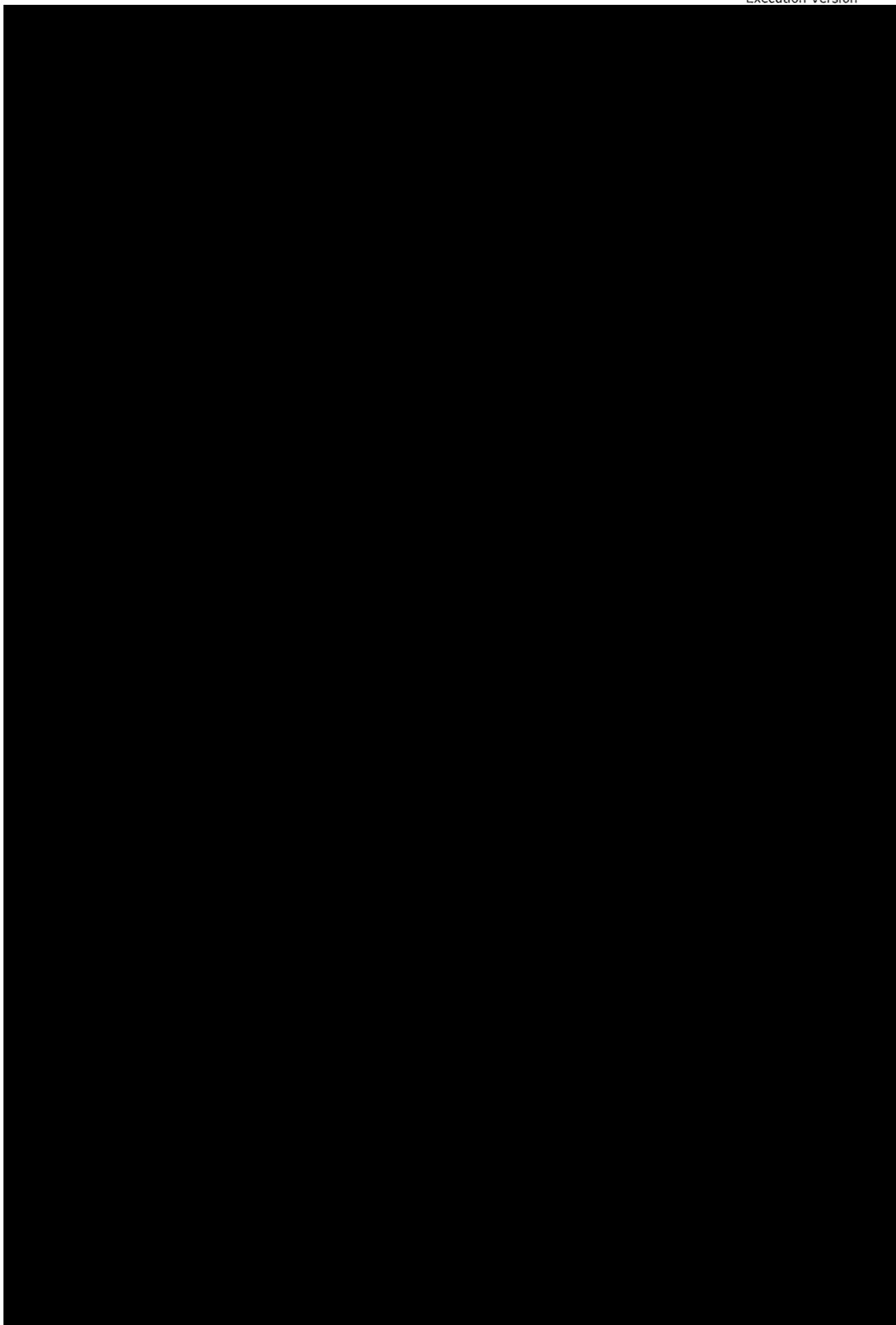


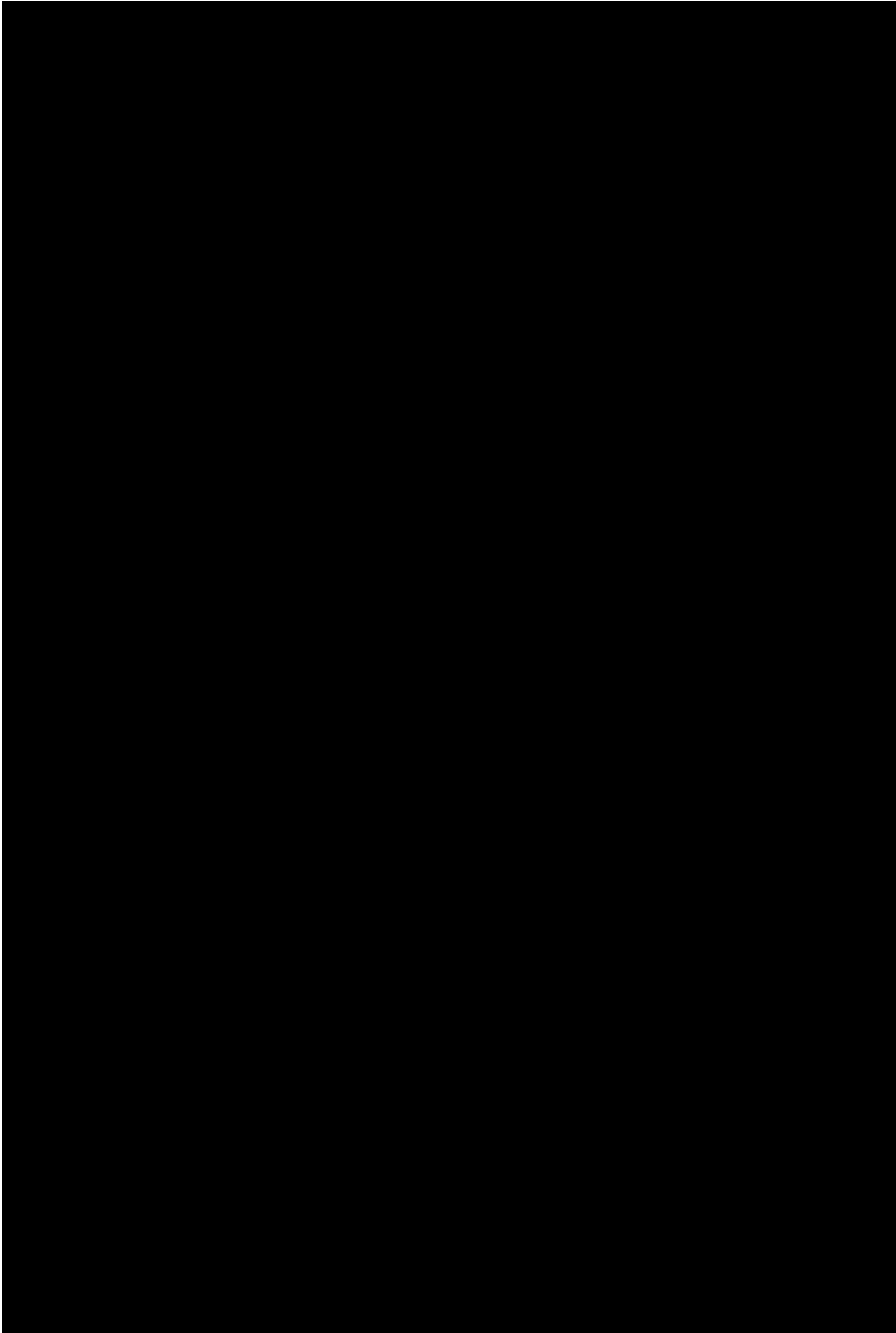


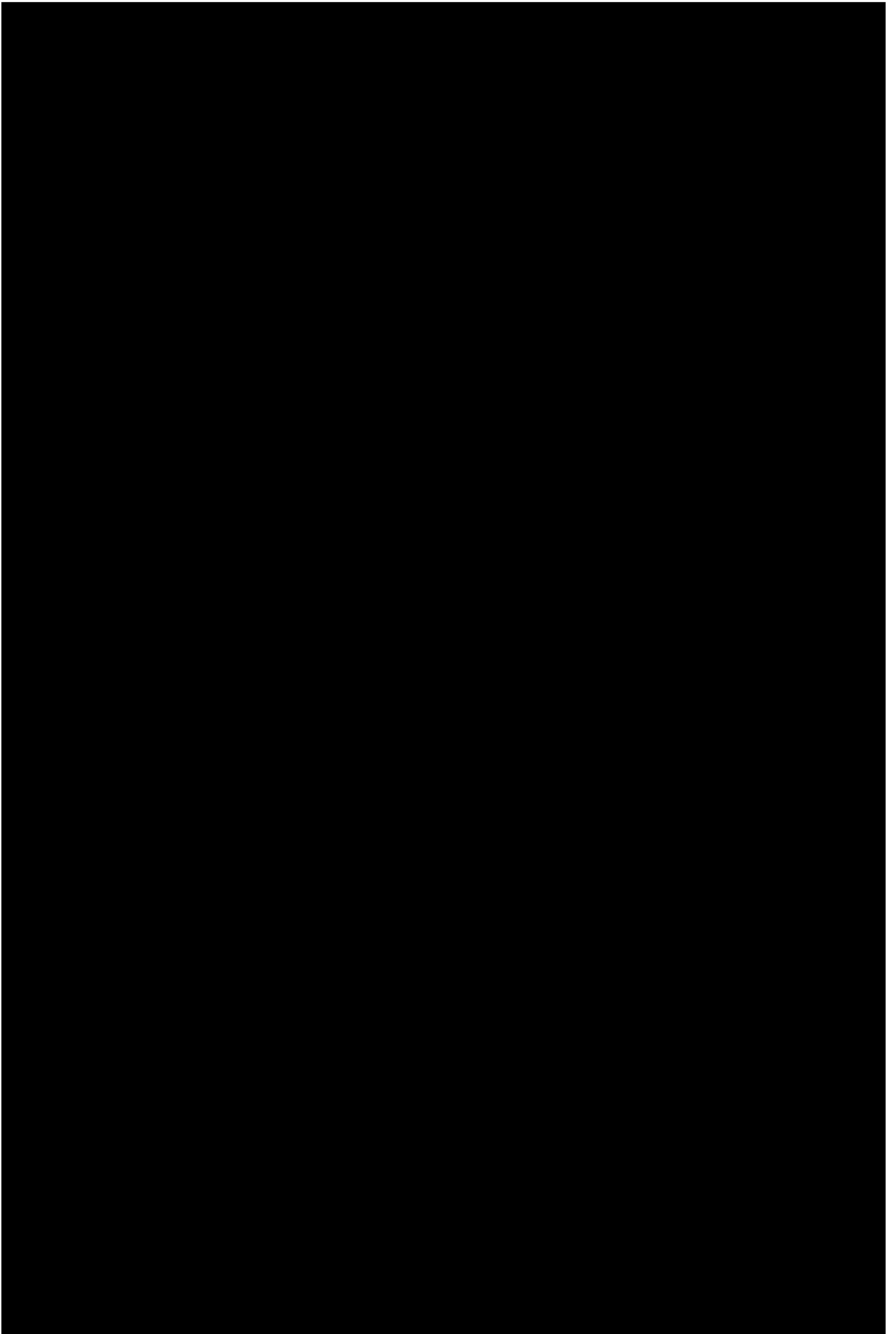


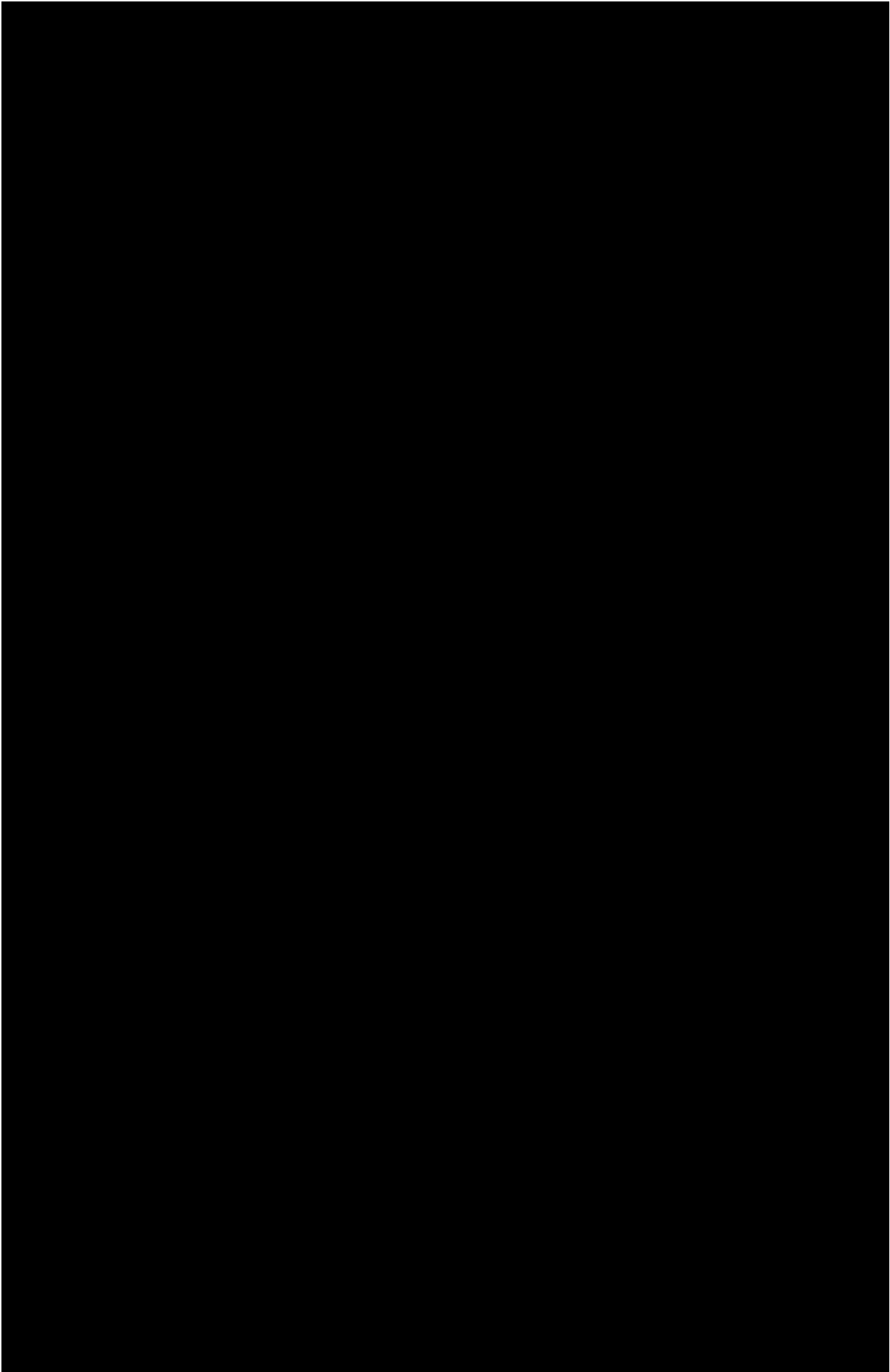


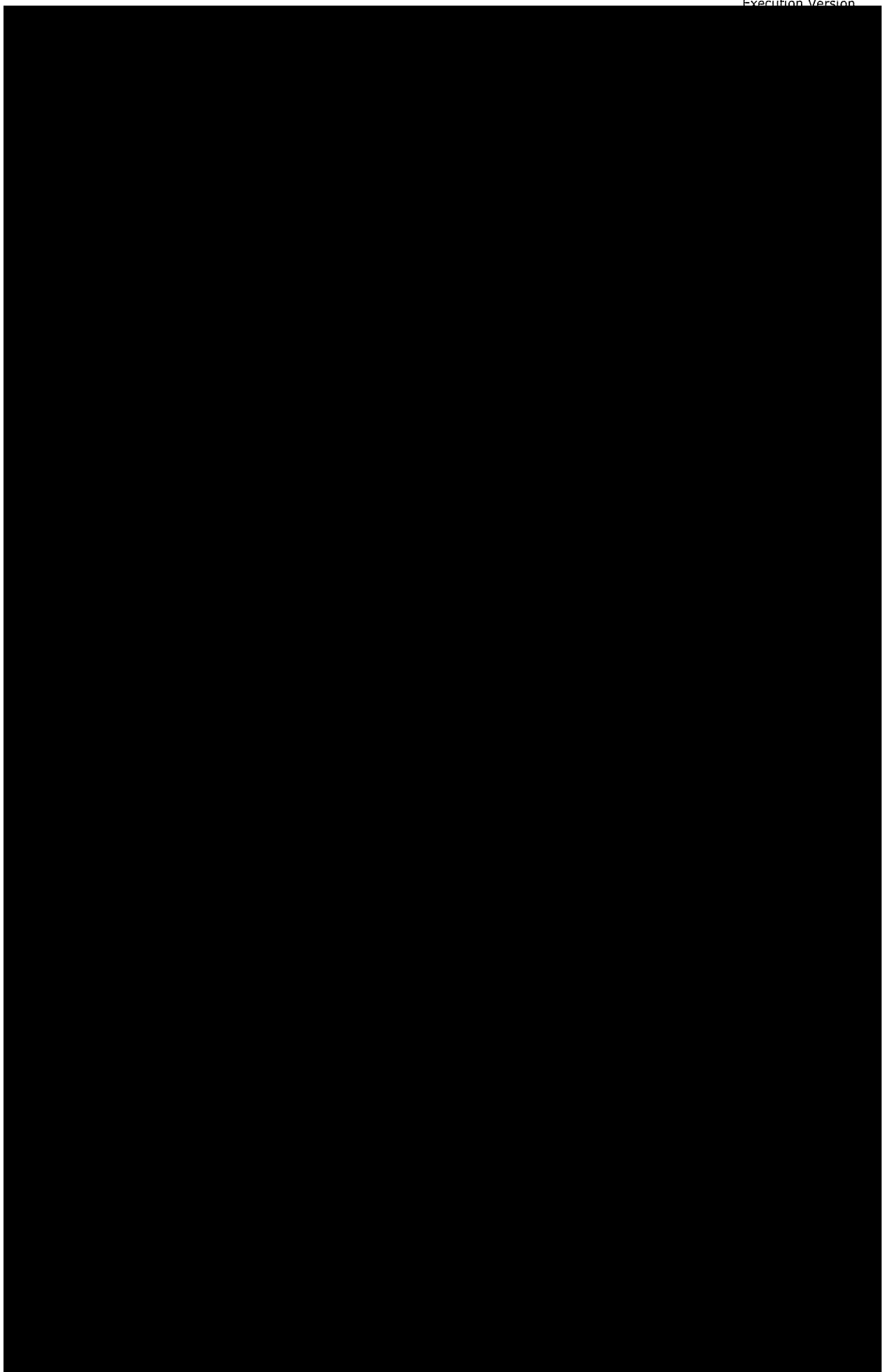


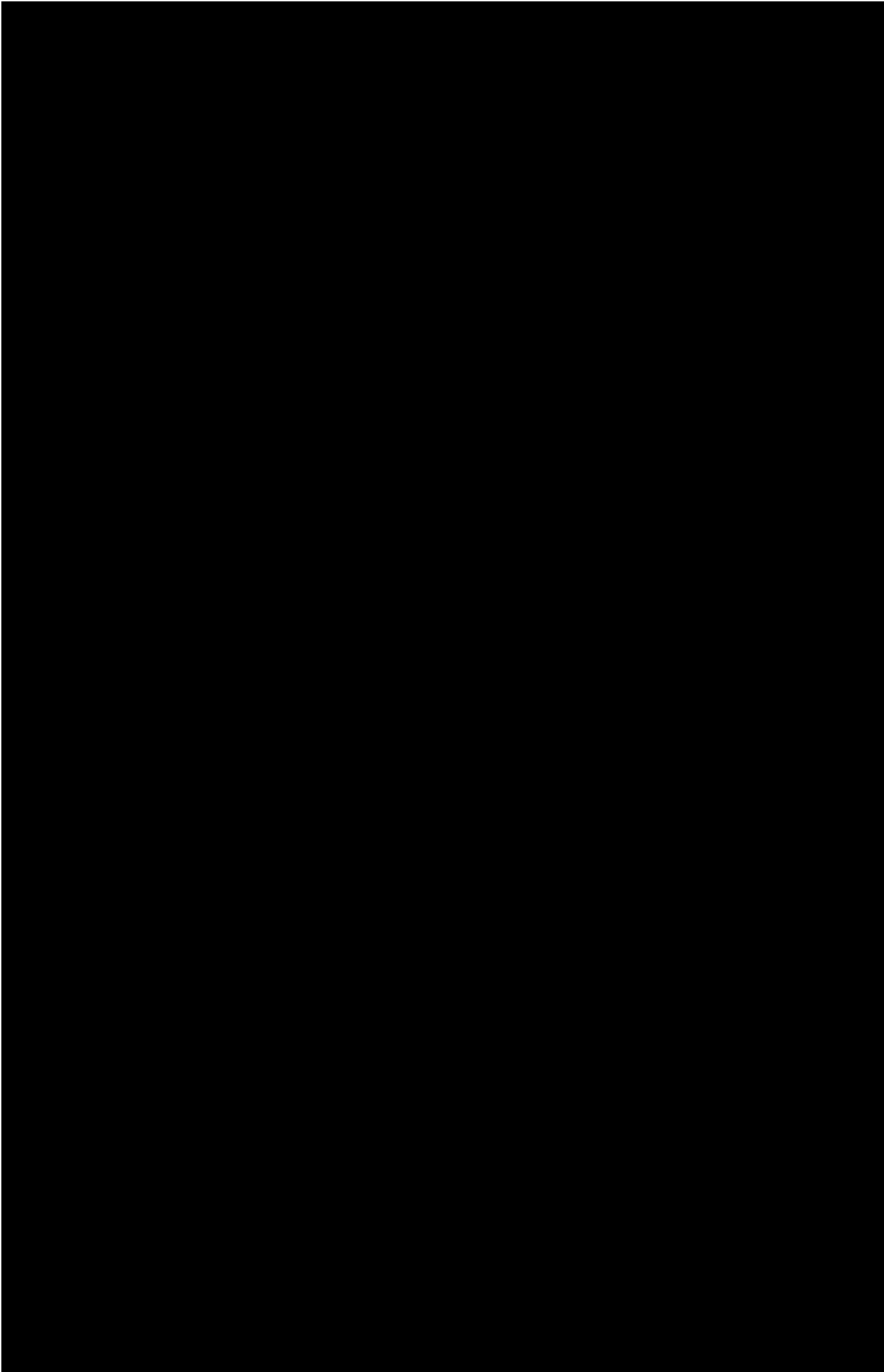


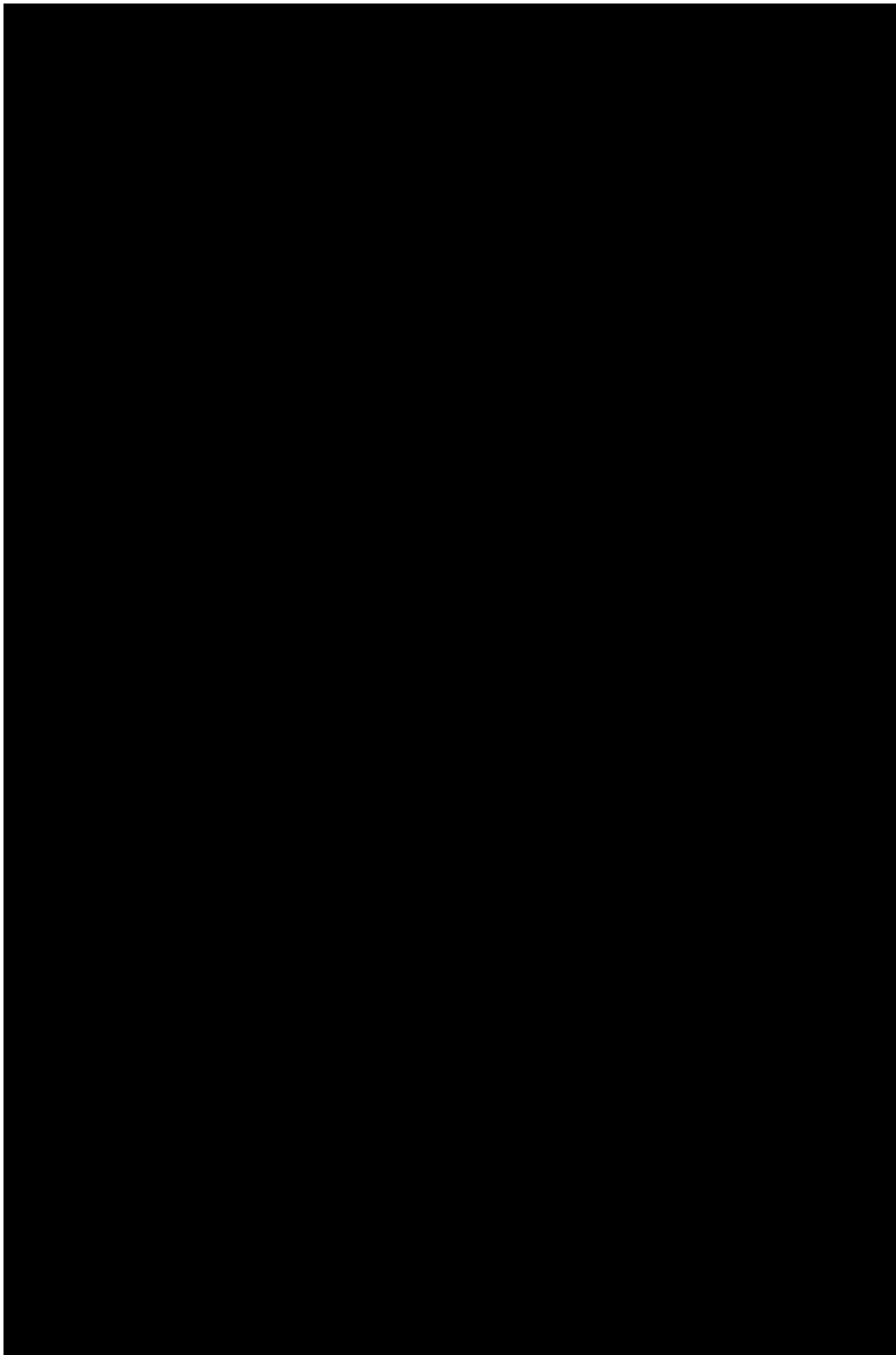


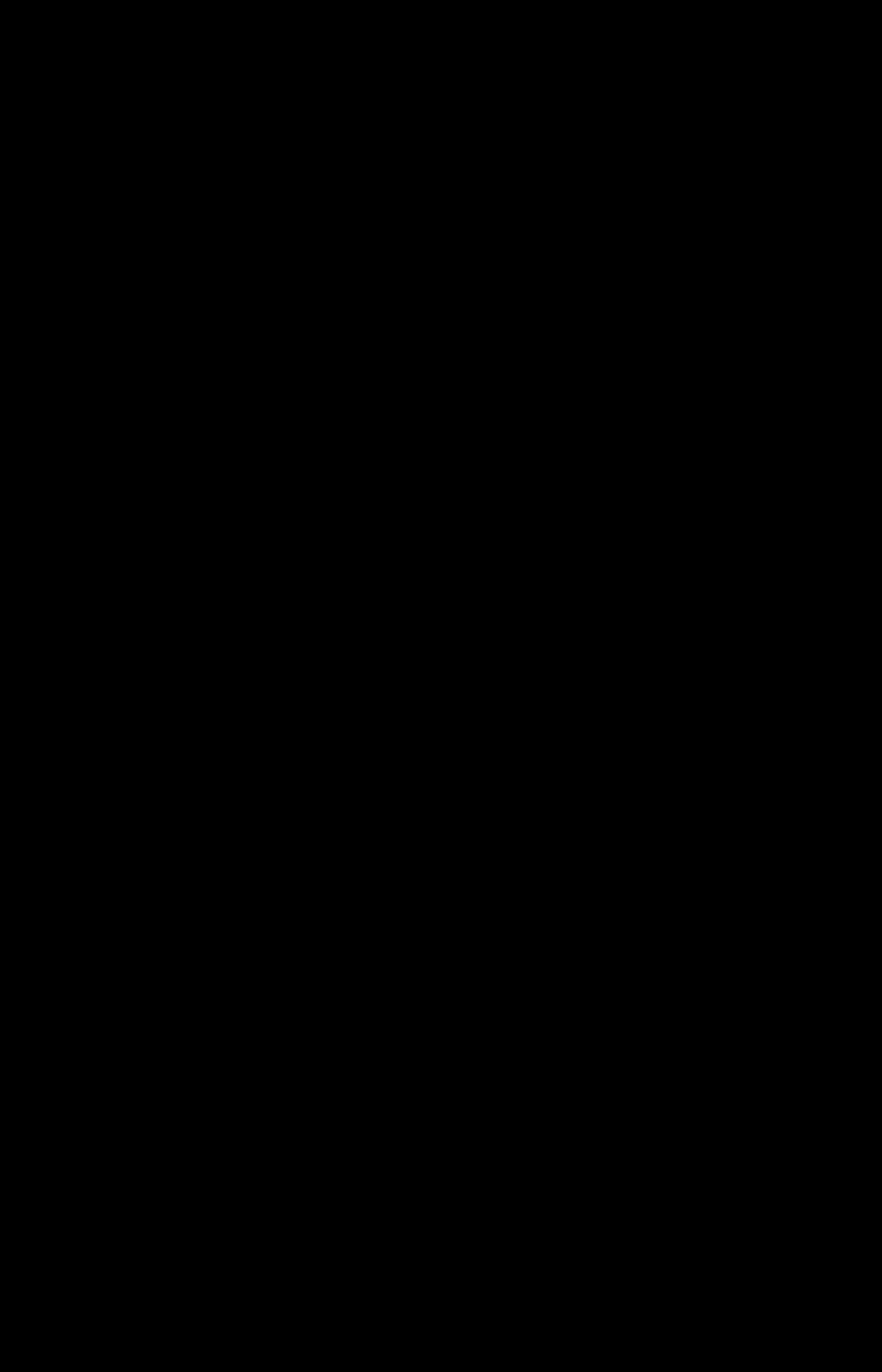


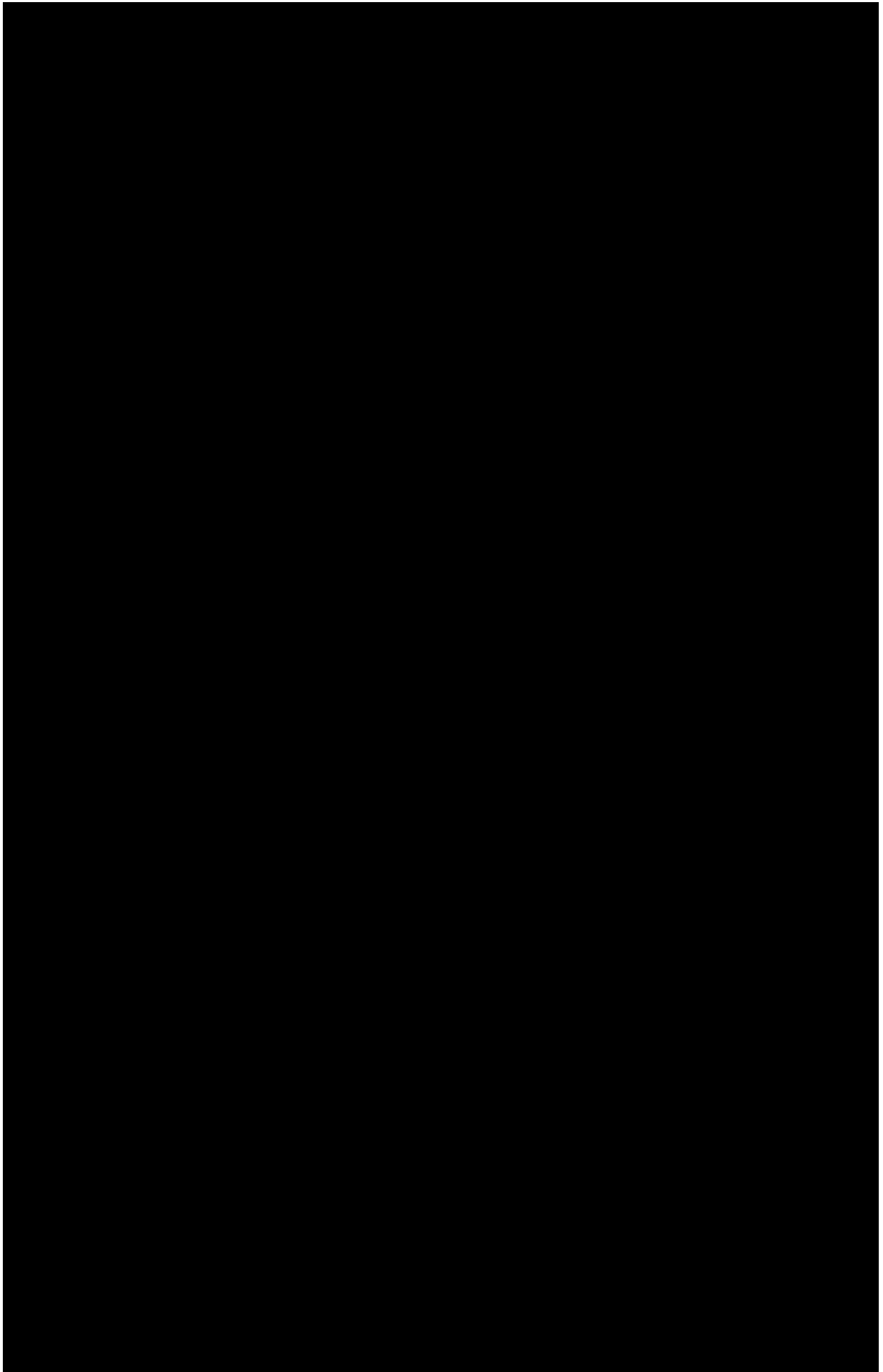


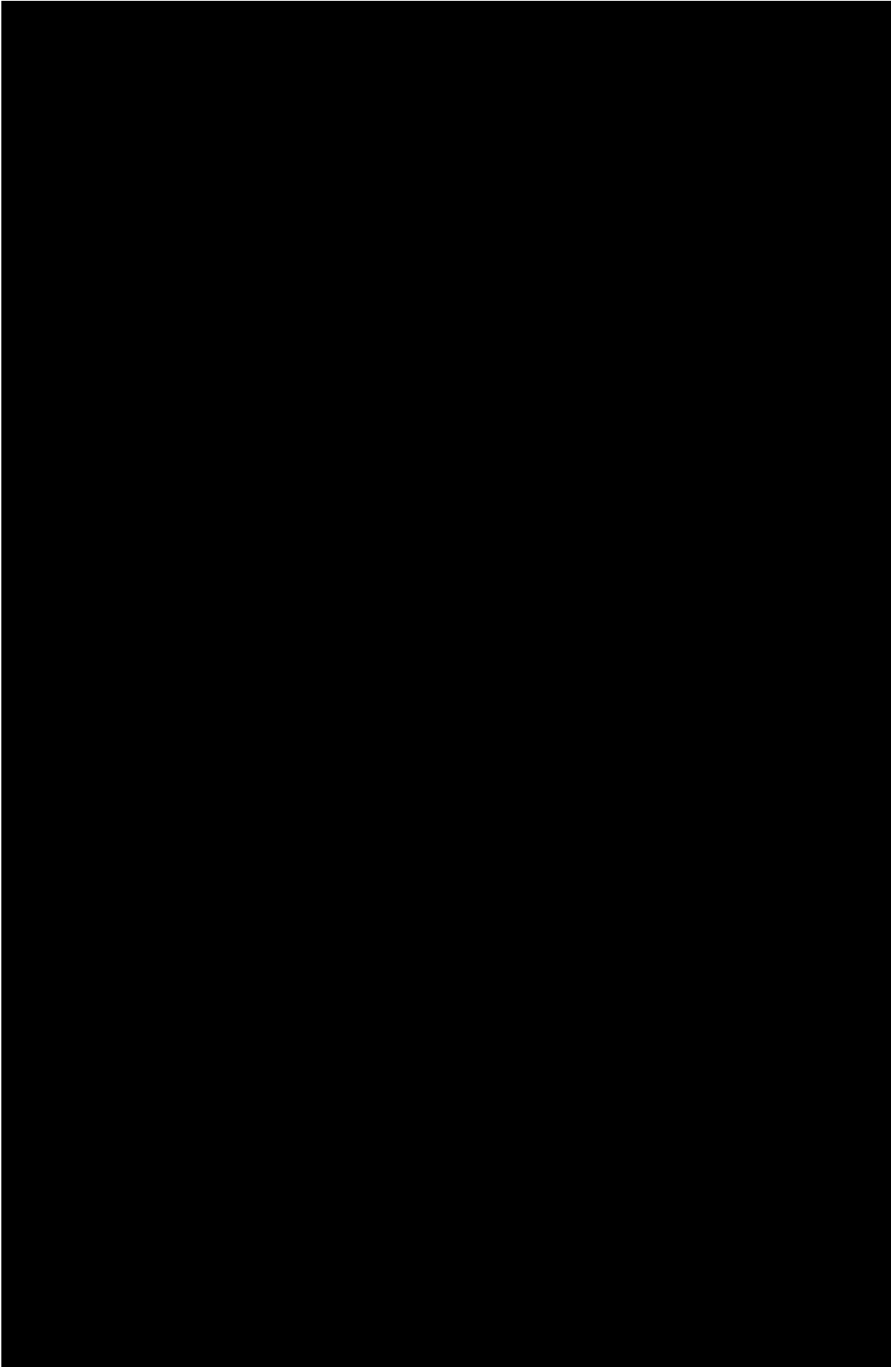


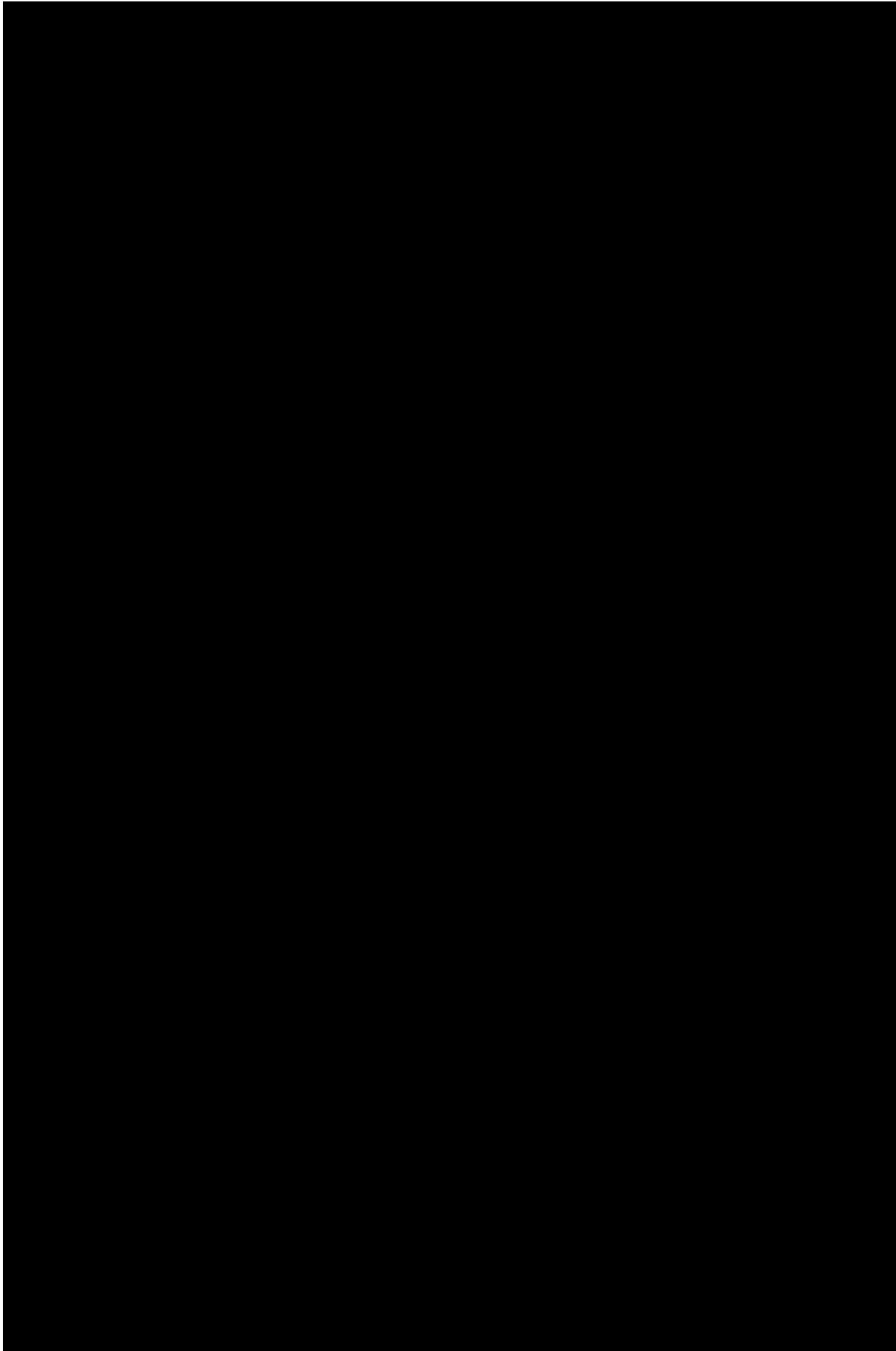


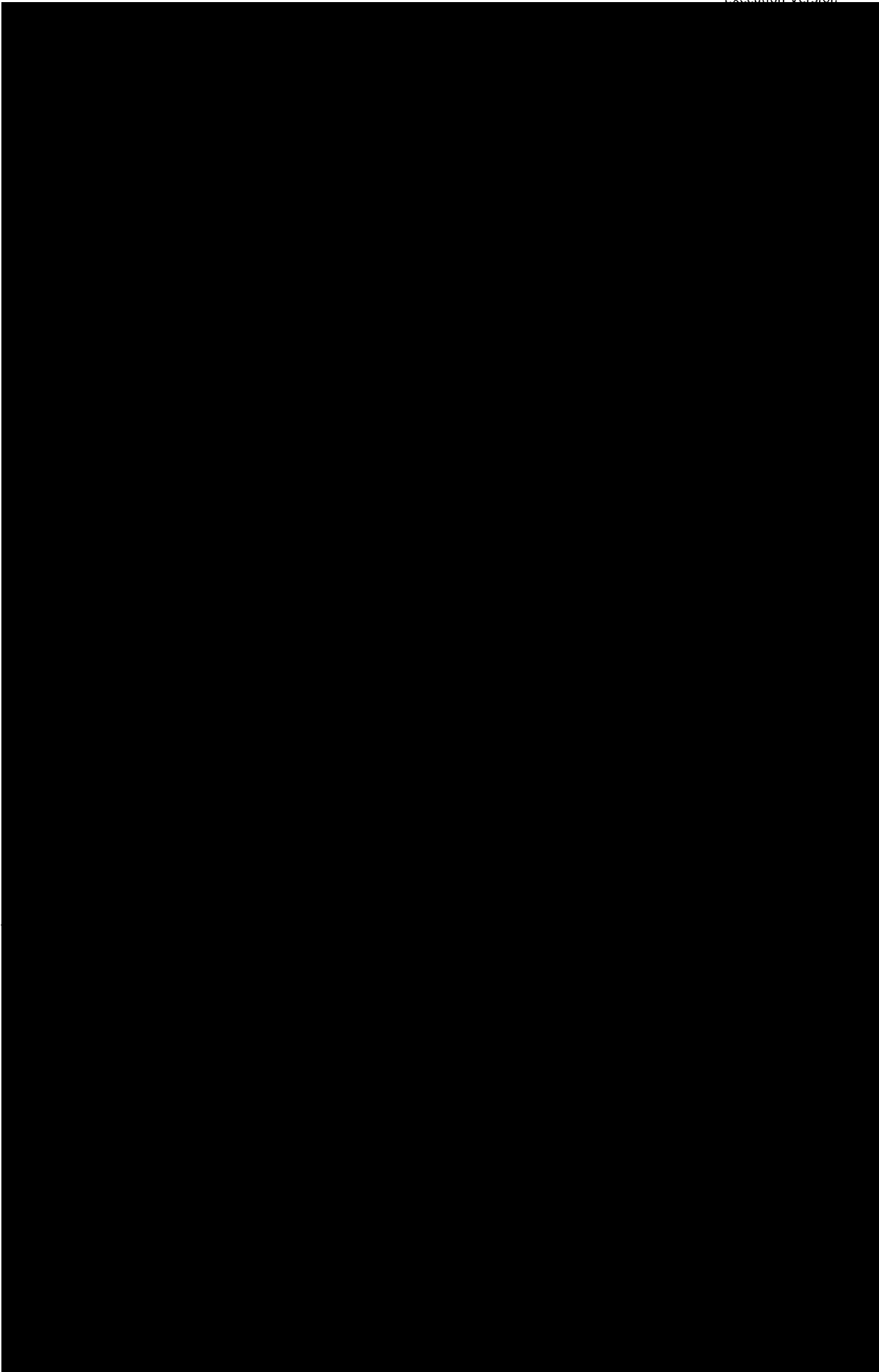


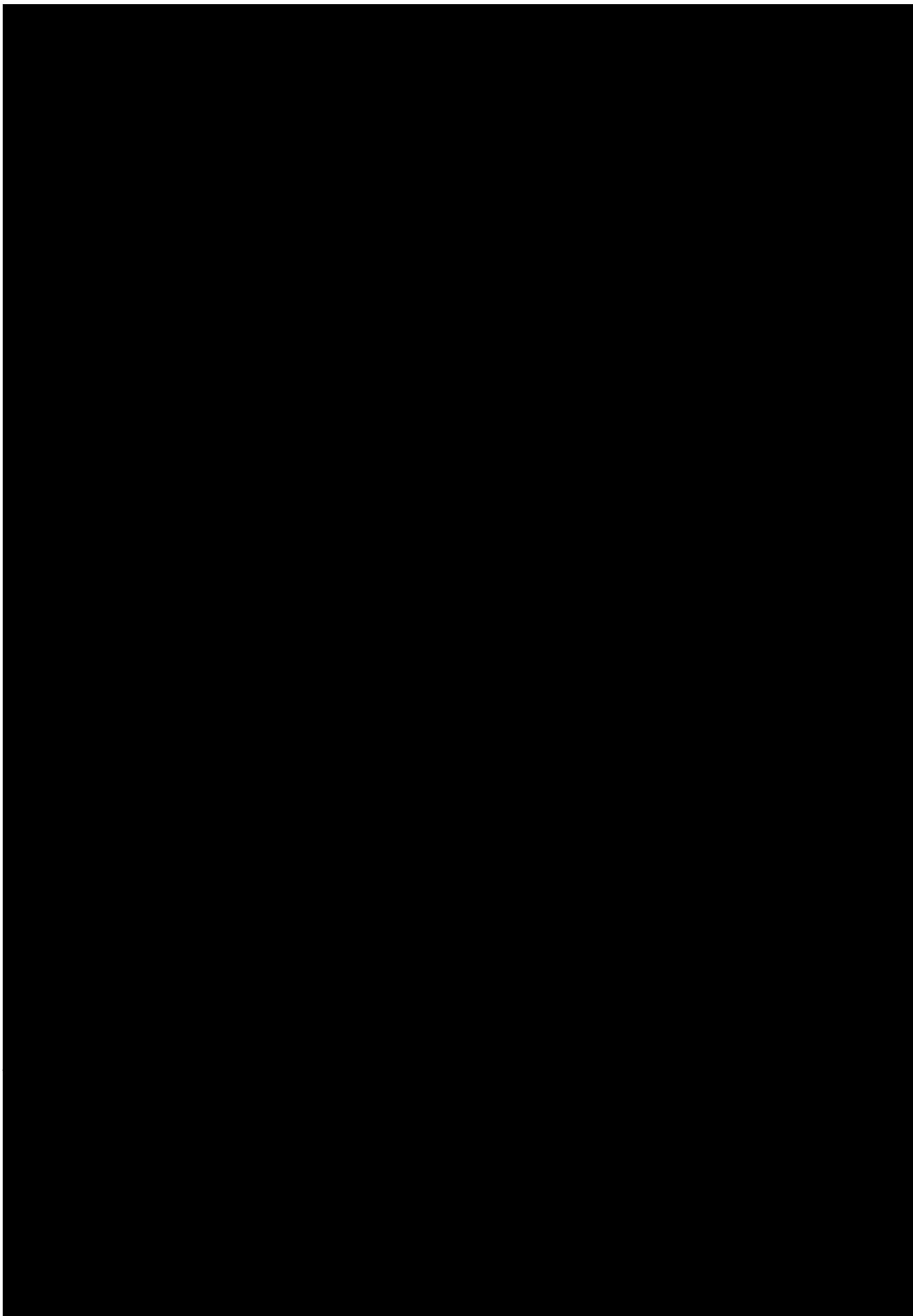


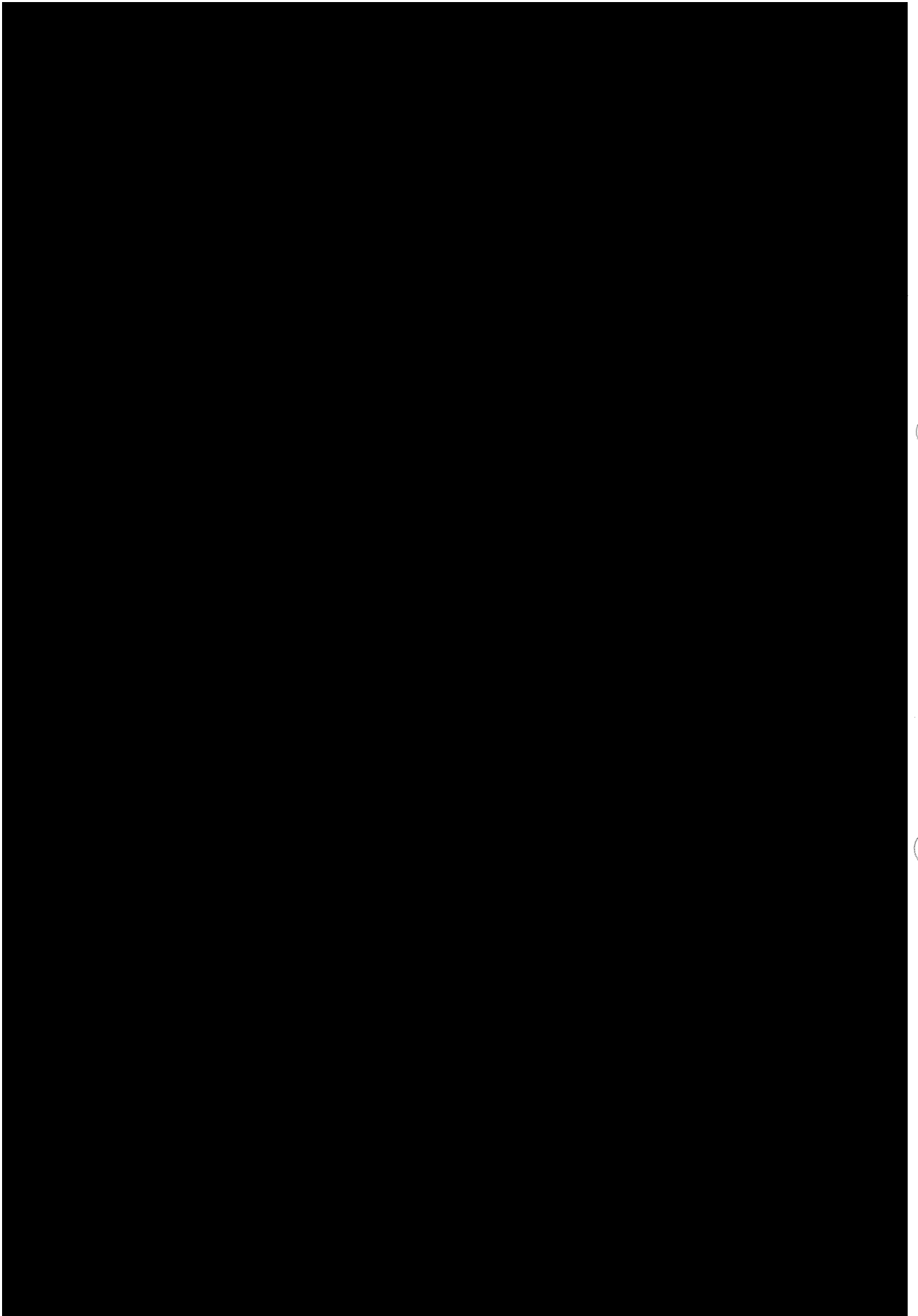


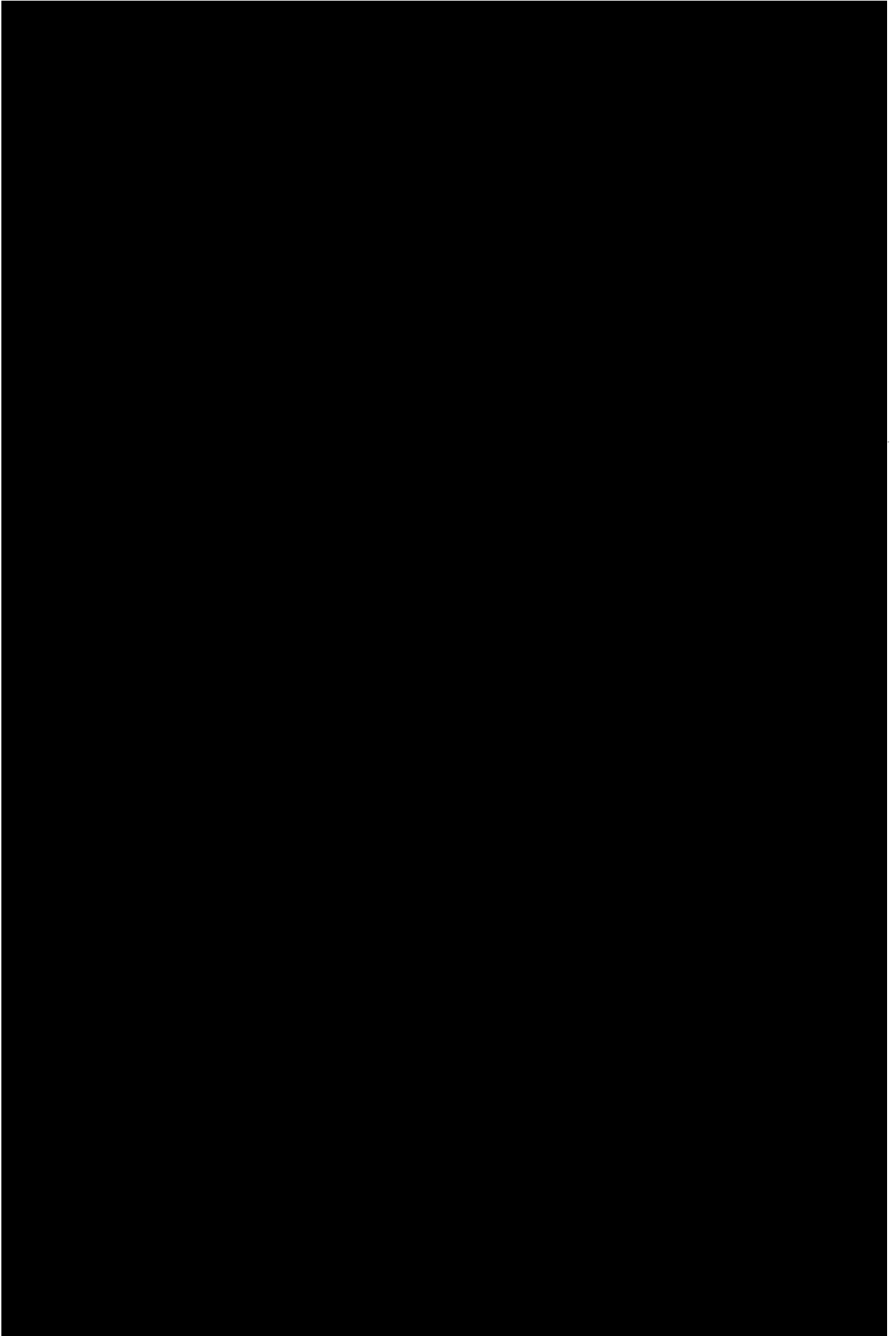


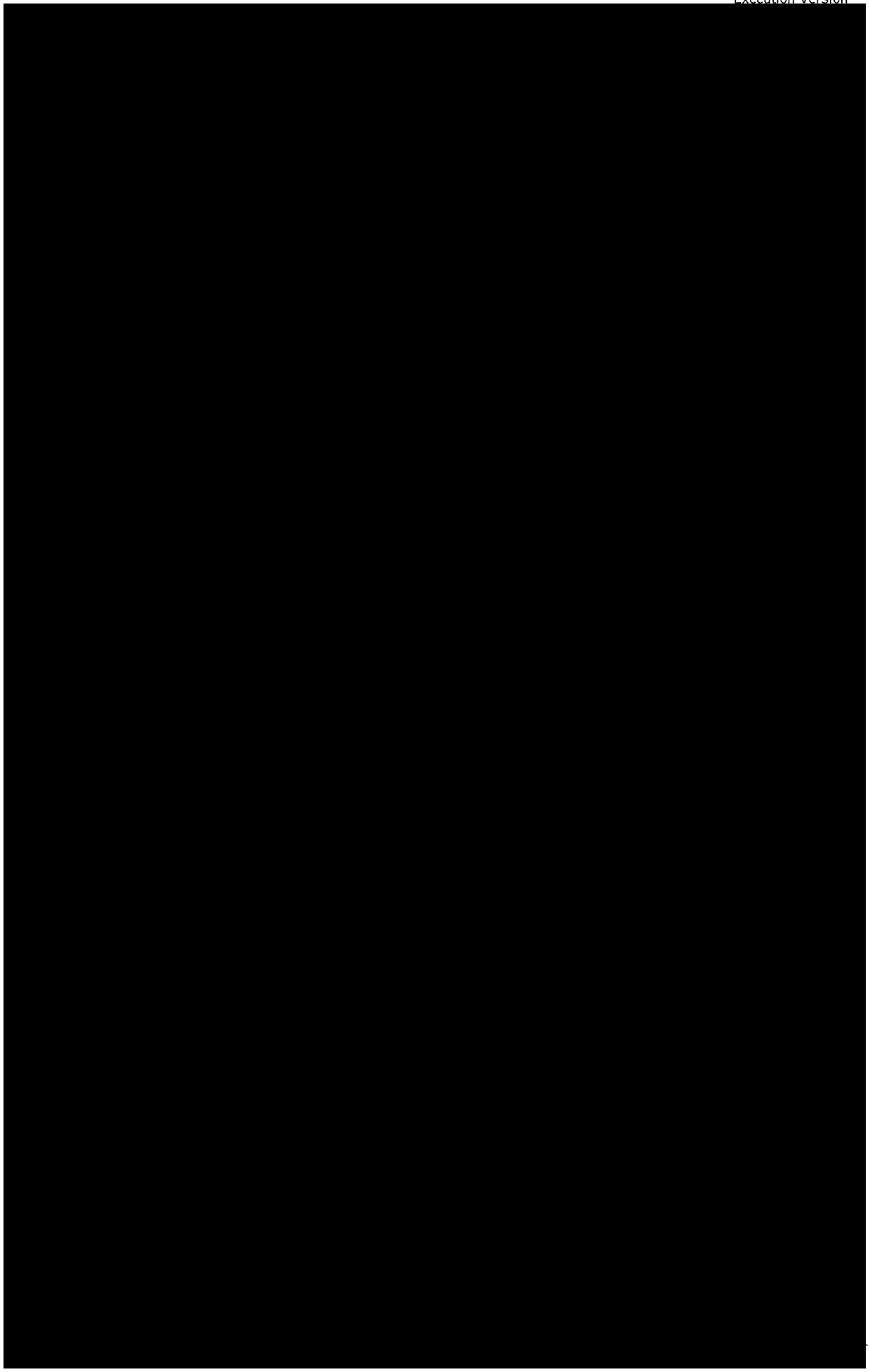


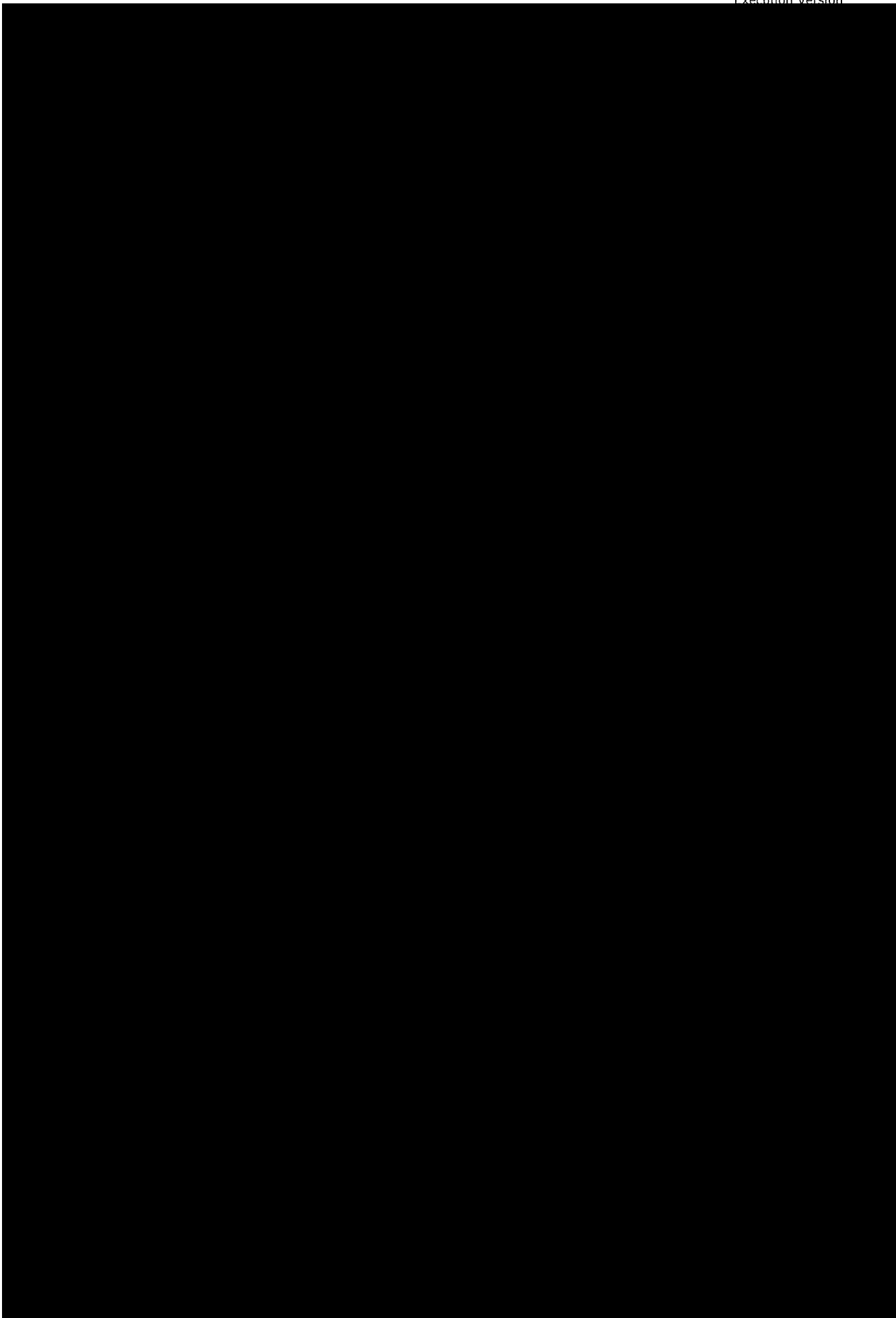


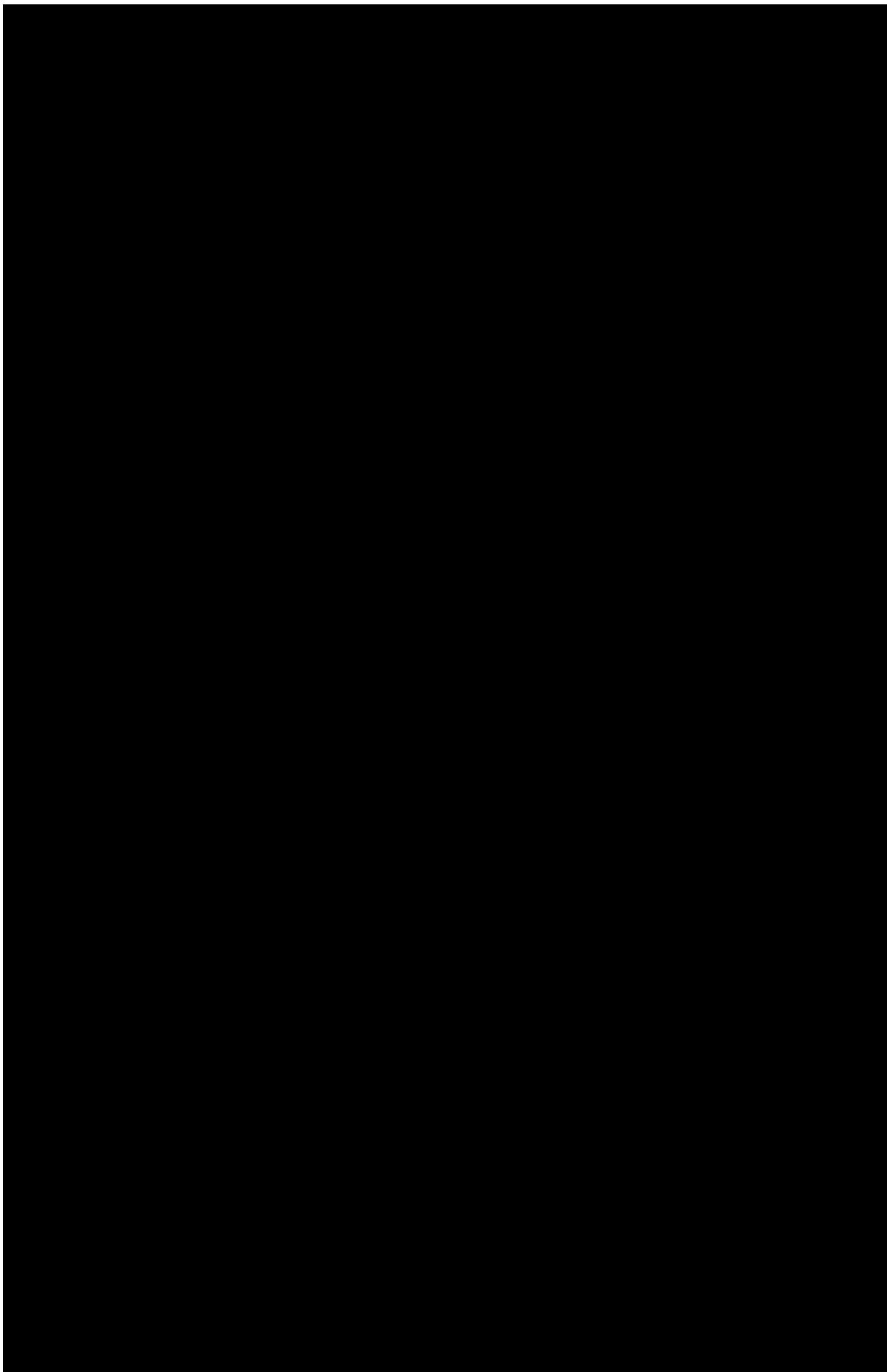


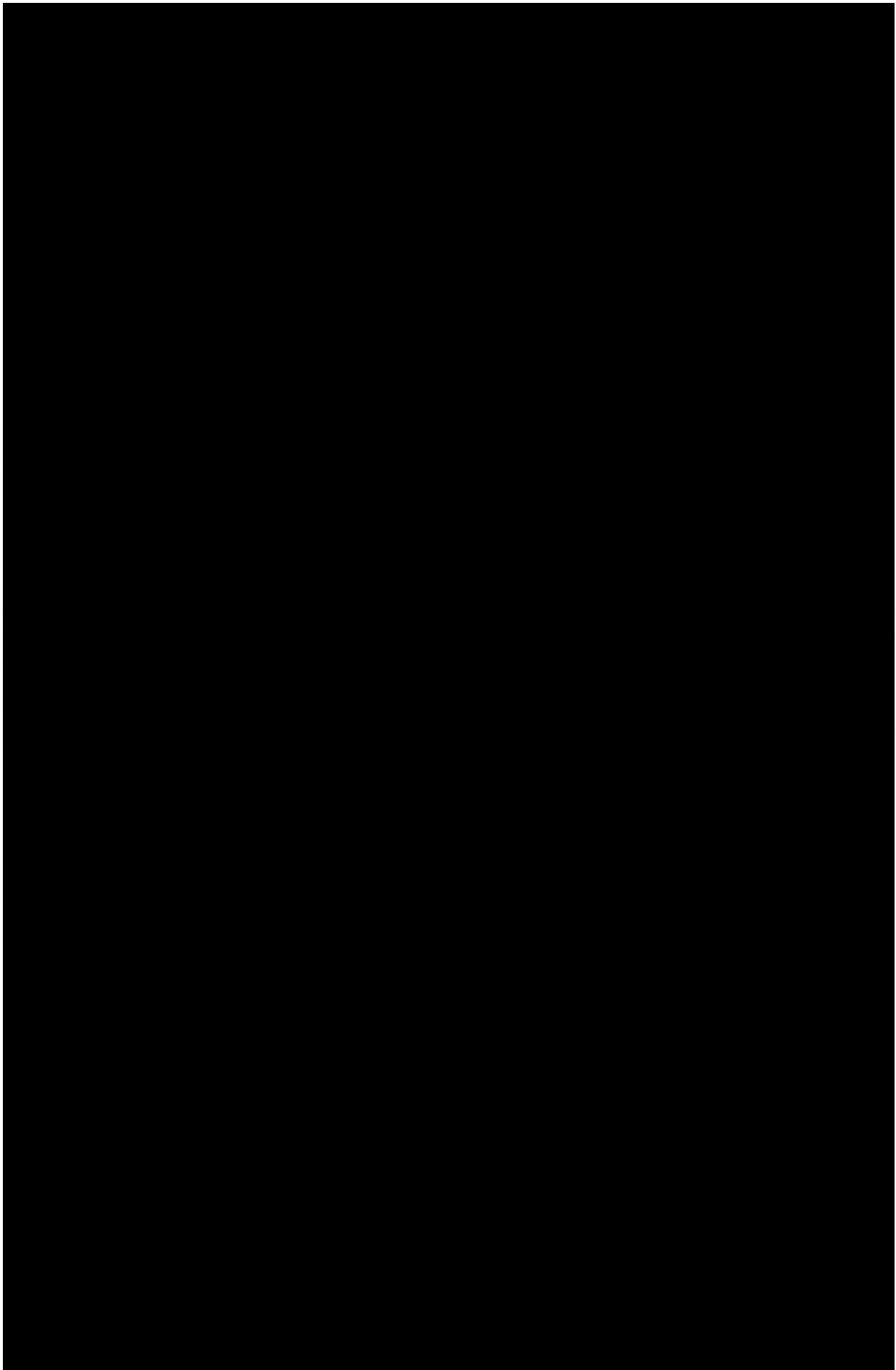


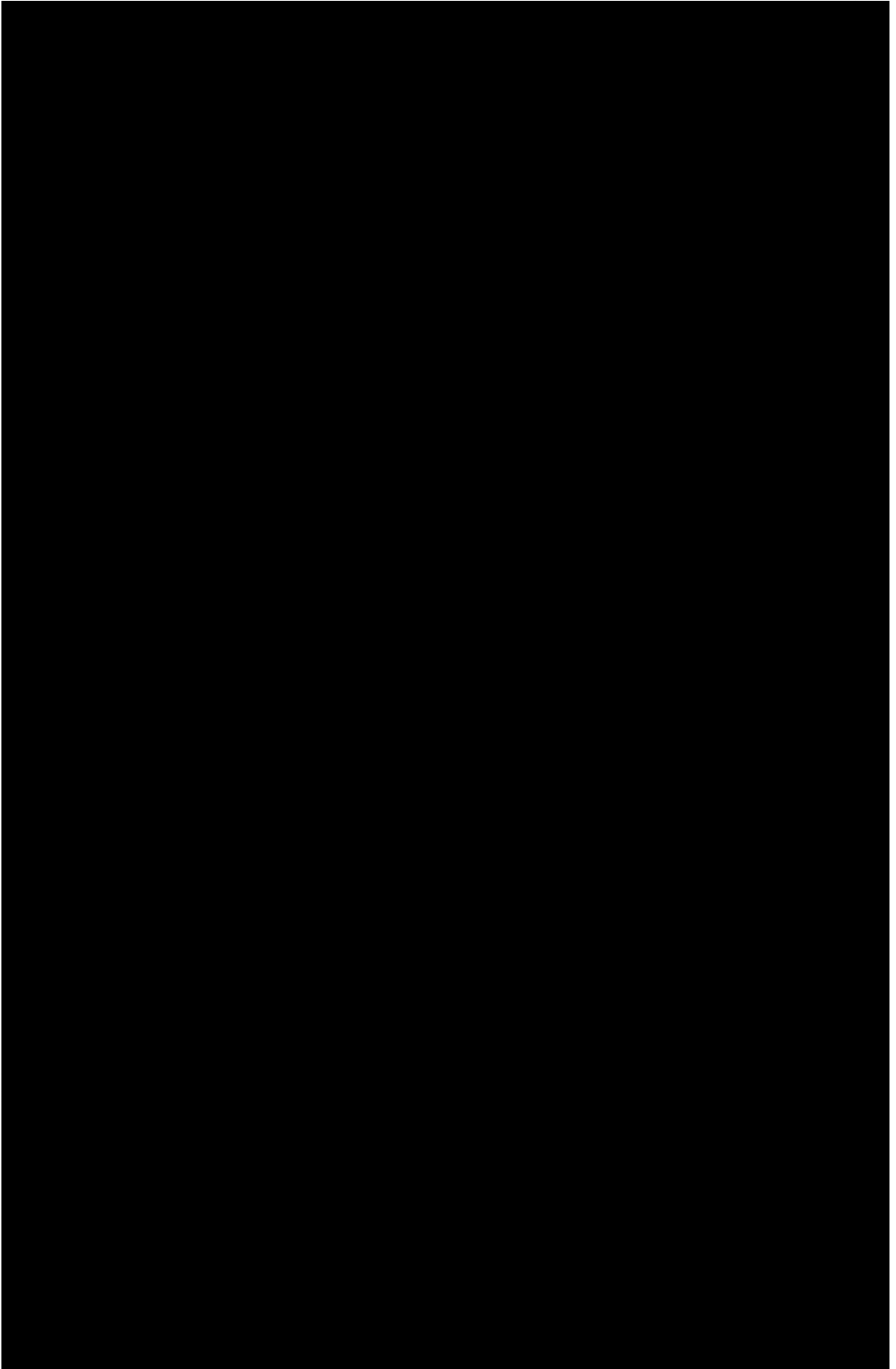


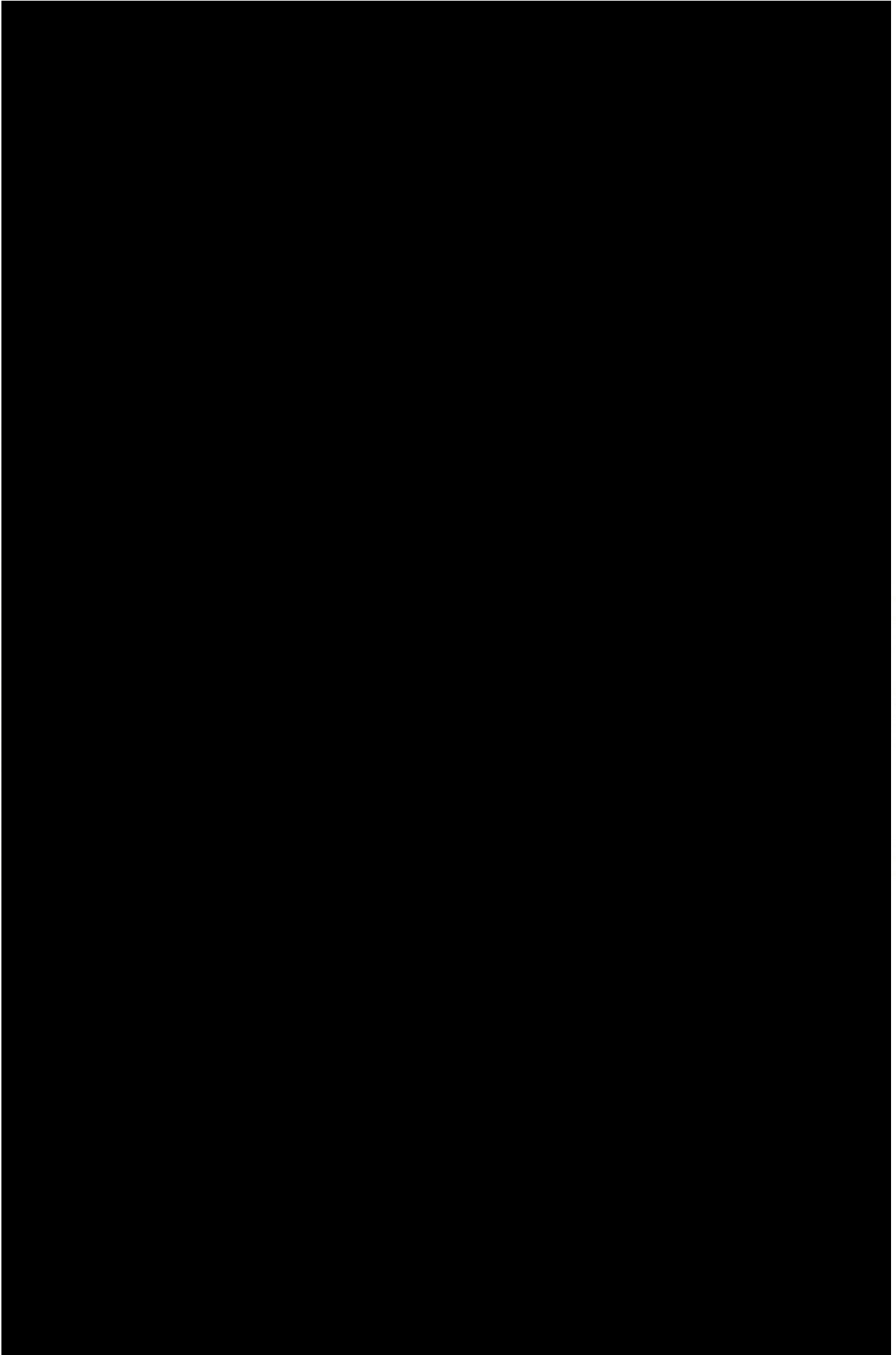












SCHEDULE A22 – CONTESTABLE UTILITY SERVICE WORK AND NON-CONTESTABLE UTILITY SERVICE WORK

(Clauses 1.1 and 8.12(c))

Utility Service Asset Owner	Utility Service Type	Design		Construct	
		Contestable	Non-Contestable	Contestable	Non-Contestable
Ausgrid	Transmission cables and aerial transmission lines, including 33kV and higher voltage.		✓		✓
	Transmission cables and aerial transmission lines (lower voltage than 33kV)	✓		✓	
	New trench, pit, duct, cable and line joints	✓		✓	
	Modifications to existing pits		✓		✓
	New substations	✓		✓	
	Modifications to existing substations		✓		✓
	Commissioning of all Ausgrid assets		✓		✓
Transgrid	Transmission cables and aerial transmission lines		✓		✓
	New trench, pit, duct, cable and line joints	✓		✓	
	Modifications to existing pits		✓		✓
	New substations	✓		✓	
	Modifications to existing substations		✓		✓
	Commissioning of all Transgrid assets		✓		✓
Jemena	Gas		✓		✓
Qenos	Gas		✓		✓
NBN Co	Fibre		✓		✓
	New trench, pit, and ducts	✓		✓	

Utility Service Asset Owner	Utility Service Type	Design		Construct	
		Contestable	Non-Contestable	Contestable	Non-Contestable
	(Co-Development Only)				
Visionstream/Nextgen	Telecommunications cables		✓		✓
Optus	Fibre and Copper infrastructure		✓		✓
	New trench, pit, and ducts		✓		✓
Sydney Water	Water supply	✓	✓ (Network Planning only)	✓	
	Wastewater	✓	✓ (Network Planning only)	✓	
	Stormwater	✓	✓ (Flood modelling)	✓	
Telstra	Telecommunications cables		✓		✓
	Fibre and copper infrastructure		✓		✓
	New trench, pit, and ducts		✓		✓
TPG	All works		✓		✓
Worldcom/Verizon	All works		✓		✓
AARNet	All works		✓		✓
iPrimus	All works		✓		✓
Macquarie Telecom	All works		✓		✓
Axicom	All works		✓		✓
AMCOM/Vocus	All works		✓		✓

SCHEDULE A23 – DESIGN WORK (SIGNALLING) CONTRACT DEED OF NOVATION

(Clauses 1.1 and 10.1(b))

Deed of Novation

[]

ABN []

[]

ABN []

[]

ABN []

Deed of Novation made at _____ **on** _____

Parties **[insert name] ABN [insert] of [insert] (Retiring Party)**
 [Insert name] ABN [insert] of [insert] (Continuing Party)
 [Insert name] ABN [insert] of [insert] (Substitute Party)

Recitals

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

This deed provides

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

In this deed:

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

"Contract" means the agreement between the Retiring Party and the Continuing Party described in the Schedule.

"Effective Date" means **[insert date]**.

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

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

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

1.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

- (c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (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) **includes** in any form is not a word of limitation; and
- (k) a reference to **\$** or **dollar** is to Australian currency.

2. **CONDITION PRECEDENT TO NOVATION**

Clause 3 of this deed will have no force and effect until the Effective Date.

3. **NOVATION**

3.1 **Novation**

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

3.2 **Assumptions of rights and obligations**

- (a) The Substitute Party:
 - (i) will be bound by and must comply with the terms of the Contract and will enjoy the rights and benefits conferred on the Retiring Party under the Contract; and
 - (ii) will assume the obligations and Liability of the Retiring Party under the Contract,in all respects as if the Substitute Party had originally been named in the Contract as a party instead of the Retiring Party.
- (b) The Continuing Party will comply with the terms of the Contract on the basis that the Substitute Party has replaced the Retiring Party under the Contract in accordance with this deed.

3.3 Release by Continuing Party

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

3.4 Insurance

As from the Effective Date:

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

3A. Amendments

3A.1 Amendments to the Contract

The Contract is amended on and from the Effective Date so as to make the additions, changes and deletions set out in Schedule 2 to this deed.

3A.2 Rights and obligations

Clause 3A.1 does not affect any right or obligation that arises before the date of this deed.

4. ONGOING RIGHTS OF RETIRING PARTY

4.1 Direct Enquiries

In addition to any other rights which the Retiring Party may have, the Continuing Party and the Substitute Party each agree that the Retiring Party may make enquiries directly of the Continuing Party for the purpose of establishing whether the Continuing Party is complying with its obligations under the Contract.

4.2 Not used

4.3 Report by Continuing Party

The Continuing Party undertakes to the Retiring Party that it will exercise all reasonable skill, care and diligence to ensure that the design intent of the Works as contained in the Design Documentation in existence at the date of execution of this deed, is reflected in the completion of the Design Documentation and in the execution of the Works.

Without limiting the above, the Continuing Party must conduct such inspections of the Works at such times and in such detail as may reasonably be expected of a consultant engaged in a project of the size and complexity of the Works.

The Continuing Party must act in good faith and in the best interests of the Retiring Party and promptly advise the Retiring Party about any matter in which the Continuing Party has been instructed by the Substitute Party to provide the Services in a manner which is, or may result in an outcome which is, not in accordance with the requirements of the Contract, including:

- (a) any instruction or direction which it receives, or any work or services it becomes aware of, which in the reasonable opinion of the Continuing Party, is not in accordance with any provision of the Contract including where the Substitute Party's instructions:
 - (i) in relation to design are not consistent with the Contract or may result in the Works to be constructed not being fit for their intended purpose; or
 - (ii) require the Continuing Party to issue a certificate under the Contract where the conditions for the issue of that certificate under the Contract have not been satisfied; and
- (b) any non-conformity of any Design Documentation produced pursuant to the Contract, or to the Design Documentation in existence at the date of this deed, upon becoming aware of the non-conformity.

5. OVERRIDING EFFECT

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

6. REPRESENTATIONS AND WARRANTIES

6.1 Authority

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

6.2 Authorisations

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

6.3 Binding obligations

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

7. DUTIES, COSTS AND EXPENSES

7.1 Stamp duty

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

7.2 Costs

Each Party must pay its own legal costs and expenses in negotiating, preparing and executing this deed.

7.3 GST

The parties agree that:

- (a) with any payment of amounts payable under or in connection with this deed including without limitation, by way of indemnity, reimbursement or otherwise, the party paying the amount must also pay any GST in respect of the taxable supply to which the amount relates;
- (b) the party receiving the payment will provide a tax invoice; and
- (c) the payment of any amount referred to in paragraph (a) which is a reimbursement or indemnification of a cost, expense, loss or liability will exclude any part of the amount for which the other party can claim an input tax credit.

8. GENERAL

8.1 Governing law

This deed is governed by and must be construed according to the laws of the State or Territory stated in Schedule 1.

8.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of the State or Territory stated in Schedule 1, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 8.2(a).

8.3 Amendments

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

8.4 Waiver

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

8.5 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

8.6 Severance

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

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

8.7 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

8.8 Assignment

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

Schedule 1

Contract (Clause 1.1)
Governing Law and Jurisdiction (Clause 1.1 and 8.1)



Schedule 2

1. Insert a new definition of "Novation Deed" in clause 1.1 as follows:

"Novation Deed" means the deed entitled Deed of Novation between TfNSW, the Principal and the Service Provider.
2. The definition of "SSJ Contract" in clause 1.1 is amended as follows:

"SSJ Contract" means the contract between ~~the Principal TfNSW~~ and the ~~SSJ Contractor Principal~~ for the carrying out of the SSJ Works.
3. The definition of "SSJ Contractor" in clause 1.1 is deleted.
4. Clause 1.3 is deleted.
5. Clause 3.1 is amended to insert after paragraph (h) a new paragraph (i) as follows and to renumber the following paragraphs as (j) and (k) respectively:
 - (i) ensure that the Services will be fit for the intended purposes disclosed in or reasonably able to be inferred from the SWTC in Schedule C1 of the SSJ Contract (to the extent relevant to the Services).
6. Clause 3.9 is deleted and replaced as follows:

3.9 Certification under the SSJ Contract

- (a) The Service Provider acknowledges that the Principal is required to provide TfNSW:
 - (i) a Designer Deed of Covenant in the form of Schedule A12 of the SSJ Contract from the Service Provider; and
 - (ii) a certificate in the form of Schedule B2 of the SSJ Contract from the Service Provider,
 in accordance with the requirements of the SSJ Contract.
 - (b) The Service Provider must:
 - (i) in respect of the Designer Deed of Covenant referred to in clause 3.9(a)(i), within 7 days of receipt of a request from the Principal, provide an executed Designer Deed of Covenant in the form of Schedule A12 of the SSJ Contract to the Principal; and
 - (ii) in respect of the certificate in clause 3.9(a)(ii), within 7 days of receipt of a request from the Principal, provide an executed certificate in the form of Schedule B2 of the SSJ Contract to the Principal.
 - (c) The Principal will provide to the Service Provider copies of all documentation required for the Service Provider to comply with its obligations under clause 3.9(b).
7. Insert a new clause 3.11 as follows:

3.11 Existing Operations

- (a) For the purposes of this clause:

(i) **"Construction Site"** means any site of the Project on which the Service Provider provides the Services;

(ii) **"Existing Operator"** means:

- (a) RailCorp;
- (b) Sydney Trains;
- (c) NSW Trains;
- (d) RMS;
- (e) Ausgrid;
- (f) Sydney Water;
- (g) Telstra;
- (h) Qenos;
- (i) Jemena; or
- (j) any other person who owns, operates or controls any infrastructure (including existing infrastructure, infrastructure that is under construction and the Utility Services) or undertakes any business or operation on or in the vicinity of the Construction Site,

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

(iii) **"Existing Operations"** means:

- (a) all infrastructure (including existing infrastructure, infrastructure that is under construction and Utility Services) which is owned, operated or under the control of an Existing Operator; and
- (b) the businesses and operations undertaken by an Existing Operator, on or in the vicinity of the Construction Site.

- (b) The Service Provider acknowledges that, in the carrying out of the Services, it must not disrupt, interrupt or interfere with and ensure the minimum nuisance, disturbance and inconvenience to the Existing Operations and to the extent reasonably possible, not interfere with the free movement of traffic or block or impair access to any premises, carparks, roadways, pedestrian ways, public spaces, parks, pedal cycle paths, or other facilities associated with the Existing Operations.
- (c) The Services Provider must comply with all policies, procedures, rules and directions of the Principal and TfNSW applying from time to time (as notified by the Principal) in respect of the Existing Operations (including in relation to workplace health and safety and/or the Environment).
- (d) Except to the extent that to do so would expand the scope of the Services, and subject to being provided with accurate records (which reflect the correlation of information by the Principal that has been reasonably requested by the Service Provider relating to the physical infrastructure of the Existing Operations), the Service Provider must ensure that in carrying out and completing the Services,

the Relevant Assets properly interface and integrate with, and connect to, the physical infrastructure of the Existing Operations and immediately repair and make good any damage to the physical infrastructure of the Existing Operations to the extent caused by the Services Provider.

8. Clause 6 is amended as follows:

6 CONTRACTOR PERFORMANCE REPORTING

~~The Service Provider acknowledges that the Principal has in place processes for assessing the performance of its Service Providers and that these processes will apply to this Agreement. The Service Provider agrees to participate in the Principal's Contractor Performance Reporting process.~~

6.1 Exchange of Information between Government Departments and Agencies

The Service Provider authorises the Principal, its employees and agents to make information concerning the Service Provider available to TfNSW and NSW government departments or agencies. Such information may include, but need not be limited to, any information provided by the Service Provider to the Principal and any information relating to the Service Provider's performance under this Agreement.

The Service Provider acknowledges that:

- (a) any information about the Service Provider from any source, including but not limited to substantiated reports of unsatisfactory performance, may be taken into account by ~~the Principal TfNSW~~ and NSW government departments and agencies in considering whether to offer the Service Provider future opportunities for NSW government work; and
- (d) ~~Not Used. the Principal may be required to publish information concerning this Agreement in accordance with sections 27 to 35 of the Government Information (Public Access) Act 2009 (NSW). If the Service Provider reasonably believes that any part of this Agreement contains information which is commercial in confidence or could reasonably be expected to affect public safety or security, the Service Provider must immediately advise the Principal in writing, identifying the provisions and providing reasons so that the Principal may consider exempting those provisions from publication.~~

9. Clause 8 is deleted.

10. Insert a new clause 16.6 as follows:

16.6 Variation due to compliance with clause 3.1(i)

- (a) Subject to clause 16.6(b), if compliance with clause 3.1(i) of this Agreement imposes greater or different obligations on the Service Provider than it would otherwise have had in complying with the terms of this Agreement other than clause 3.1(i), then the extent to which the obligations are greater or different will be deemed to be a variation and will be valued pursuant to clause 16.3.
- (b) In order for clause 16.6(a) to apply, the Service Provider must notify the Principal in writing of the greater or different obligations by no later than 5pm on 4 October 2017.

- (c) If the Service Provider does not provide notice in accordance with clause 16.6(b), no variation will be deemed under clause 16.6(a) and any claim for a deemed variation will be barred.

- 11. Clause 17.3 is amended as follows:

17.3 Payments

The Principal must within ~~15~~30 Business Days following receipt of a payment claim, pay the amount stated in the payment schedule or the amount claimed by the Service Provider in its payment claim (as the case may be).

The making of a payment by the Principal under this clause 17.3 is not evidence of the value of the Services performed, does not constitute an admission by the Principal that any Services provided by the Service Provider conform with the requirements of this Agreement and is a payment on account only.

- 12. Clause 18.4 is amended as follows:

18.4 Claim for Extension of Time

To claim an extension of time, the Service Provider must submit a written claim to the Principal's Representative within ~~10~~8 Business Days of the first occurrence of the event or circumstance causing the delay. This claim should include:

- (e) details of the delay and the event or circumstance causing the delay;
- (f) details of the activities that are critical to the maintenance of progress in the execution of the Services; I
- (g) a statement of the number of days extension of time claimed together with the basis of calculating that period; and
- (h) any other information reasonably requested by the Principal's Representative.

If the effects of the delay continue beyond the period of 10 Business Days after the first occurrence of the event or circumstance causing the delay and the Service Provider wishes to claim extensions of time in respect of the further delays, the Service Provider must submit further written claims to the Principal's Representative at intervals not greater than 10 Business Days.

The Principal's Representative may, within ~~10~~14 Business Days of receiving the Service Provider's claim or further claim for an extension of time to the relevant Date for Completion, by written notice to the Service Provider, request additional information in relation to the claim or further claim. The Service Provider must, within ~~10~~8 Business Days of receiving such request, provide the Principal's Representative with the information requested.

Notwithstanding that the Service Provider is not entitled to an extension of time or has not made a claim for an extension of time the Principal's Representative may at any time by notice in writing to the Service Provider extend the time for Completion for any reason.

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

- 13. Insert a new clause 36 as follows:

36 Australian Government Requirements

- (a) The Service Provider:
- (i) declares as at the date of this Agreement; and
 - (ii) must ensure during the term of this Agreement,
- that, in relation to or to the extent relevant to the Services, it and its subcontractors, consultants and each related entity:
- (iii) complies with, and acts consistently with, the Building Code;
 - (iv) meets the requirements of section 11 of the Building Code;
 - (v) is not subject to an Exclusion Sanction or a formal warning that any further failure to comply with the Building Code may result in the imposition of an Exclusion Sanction;
 - (vi) has not been the subject of an adverse decision, direction or order, or failed to comply with a decision, direction or order, made by a court or tribunal for a breach of the BCIIP Act, a designated building law, work health and safety law, competition and consumer law or the Migration Act 1958 (Cth) (other than a decision, direction or order that is stayed or has been revoked);
 - (vii) has not been required to pay any amount under an adjudication certificate or owed any unsatisfied judgement debts to a building contractor or building industry participant (as those terms are defined in the BCIIP Act);
 - (viii) only uses products that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
 - (ix) unless approved by the ABC Commissioner, is not excluded from performing Building Work funded by a state or territory government; and
 - (x) complies with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code.
- (b) The Service Provider acknowledges and agrees that compliance with the Building Code does not relieve the Service Provider from any responsibility or obligation under this Agreement, or from liability for any Defect arising from compliance with the Building Code.
- (c) The Service Provider must promptly:
- (i) notify the ABCC of:
 - (A) any breach or suspected breach of the Building Code as soon as practicable, but no later than 2 Business Days after becoming aware of the breach or suspected breach, and advise the ABCC of the steps proposed to be taken by the Service Provider to rectify the breach; and
 - (B) the steps taken to rectify any breach of the Building Code within 14 days of providing a notification under clause 36(c)(i)(A); and
 - (ii) give the Principal a copy of any notification given by the Service Provider to the ABCC under clause 36(c)(i) and respond to any requests for

information by the Principal concerning matters related to the Building Code so as to enable the Principal or TfNSW to comply with its obligations under section 28 of the Building Code.

- (d) The Service Provider acknowledges the powers and functions of the ABC Commissioner and the ABCC under the BCIIP Act and the Building Code and must ensure that it (and each related entity of it) complies with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including requests:
 - (i) for entry under section 72 of the BCIIP Act;
 - (ii) to interview any person under section 74 of the BCIIP Act;
 - (iii) to produce records or documents under sections 74 and 77 of the BCIIP Act; and
 - (iv) for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
- (e) The Service Provider must not enter into a subcontract for any aspect of the Services unless:
 - (i) the subcontractor has submitted a Declaration of Compliance, including the further information outlined in Attachment A to the Declaration of Compliance (as defined in the SSJ Contract), which the Service Provider agrees is substantially in the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
 - (ii) the subcontract includes an equivalent clause to this clause 36.
- (f) The Service Provider must provide the Commonwealth with any Subcontractor's Declaration of Compliance referred to in clause 36(e) promptly upon request.
- (g) The Service Provider must maintain adequate records of the compliance with the Building Code by:
 - (i) the Service Provider; and
 - (ii) its subcontractors, consultants and relate entities.
- (h) For the purposes of this clause 36, "related entity" has the meaning given to that term in subsection 3(2) of the Building Code.

14. Schedule 1 Contract Particulars are amended as follows:

(a) **Principal:**

~~Transport for NSW~~ **[insert details]**

~~ABN 18 804 239 602~~

~~Address: Level 43, 680 George Street~~

~~Sydney NSW 2000~~

~~Tel: 02 8265 6000~~

~~Fax: 02 8265 9501~~

(b) **Principal's Representative** **[insert details]**

(clause 11.3)

~~Tel: 02 8265 6000~~

~~Fax: 02 8265 9501~~

15. Insert a new dot point after the final dot point in section 3.3.1 of the Services Brief in Schedule 6 as follows:

Provision of signalling design, testing and assurance input into the Principal's design reports in accordance with section 3.8.1 of Management Requirements – Technical, limited to complying with ASA standards and AEO requirements.

EXECUTED by **[RETIRING PARTY AND ABN]** by or in the presence of:

Signature of director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

EXECUTED by **[CONTINUING PARTY AND ABN]** by or in the presence of:

Signature of director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

EXECUTED by **[SUBSTITUTE PARTY AND ABN]** by or in the presence of:

Signature of director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

SCHEDULE A24 – MODIFICATION TO THE EXPERT DETERMINATION RULES

(Clauses 20.5(a))

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

Modifications are underlined.

1. RULE 1 DEFINITIONS

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

"SSJ Contract" means the contract entitled Sydney Metro City & Southwest Sydenham Station and Junction Works Incentivised Target Cost Contract between the parties.

"Relevant Proportionate Liability Legislation" means:

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

"Relevant Security of Payment Legislation" means:

- (j) the Building and Construction Industry Security of Payment Act 1999 (NSW);
- (k) the Building and Construction Industry Security of Payment Act 2002 (Vic);
- (l) the Building and Construction Industry Payments Act 2004 (QLD);
- (m) the Construction Contracts Act 2004 (WA);
- (n) the Construction Contracts (Security of Payment) Act 2004 (NT);
- (o) the Building and Construction Industry (Security of Payment) Act 2009 (ACT);
- (p) the Building and Construction Industry Security of Payment Act 2009 (SA);
- (q) the Building and Construction Industry Security of Payment Act 2009 (Tas); and
- (r) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

2. RULE 2 APPOINTMENT OF THE EXPERT

1. Unless otherwise agreed in writing by the parties, the Process shall be conducted:
 - (i) by a person agreed between the parties;
 - (ii) if the parties are unable to agree on the identity of the person to be appointed within 5 Business Days, by a person nominated by the chairperson of the dispute avoidance board established by the parties in accordance with the SSJ Contract; or
 - (iii) if no person has been appointed as Expert within 10 Business Days of the Dispute being referred to expert determination (or such longer period as the parties may agree), by a person nominated by the Institute,
who accepts appointment as Expert.

2. [no modification]
3. [no modification]
4. [no modification]
5. [no modification]

3. RULE 3 AGREEMENT TO BE BOUND

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

4. RULE 5 ROLE OF THE EXPERT

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, the SSJ Contract, the requirements of procedural fairness and according to law.
2. [no modification]
3. [no modification]
4.
 - a. The Expert shall be independent of, and act fairly and impartially as between the parties, giving each a reasonable opportunity of putting its case and dealing with that of any opposing party, and a reasonable opportunity to make submissions on the conduct of the Process.
 - b. The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.
 - c. If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must inform the parties immediately.
 - d. The Expert's mandate will be terminated 7 days after the notice is provided by the Expert under Rule 5.4(c), unless the parties agree otherwise.

5. [no modification]

5. RULE 9 CONDUCT OF THE PROCESS

1. [no modification]
2. [no modification]
3. [no modification]
4. The rules of evidence do not apply to the Process.

6. RULE 10 THE EXPERT'S DETERMINATION

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

7. RULE 12 WAIVER OF RIGHT TO OBJECT

Rule 12 is deleted in its entirety.

8. RULE 14 EXTENSION OF LIMITATION PERIOD

Rule 14 is deleted in its entirety.

9. SCHEDULE B

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

8. [no modification]

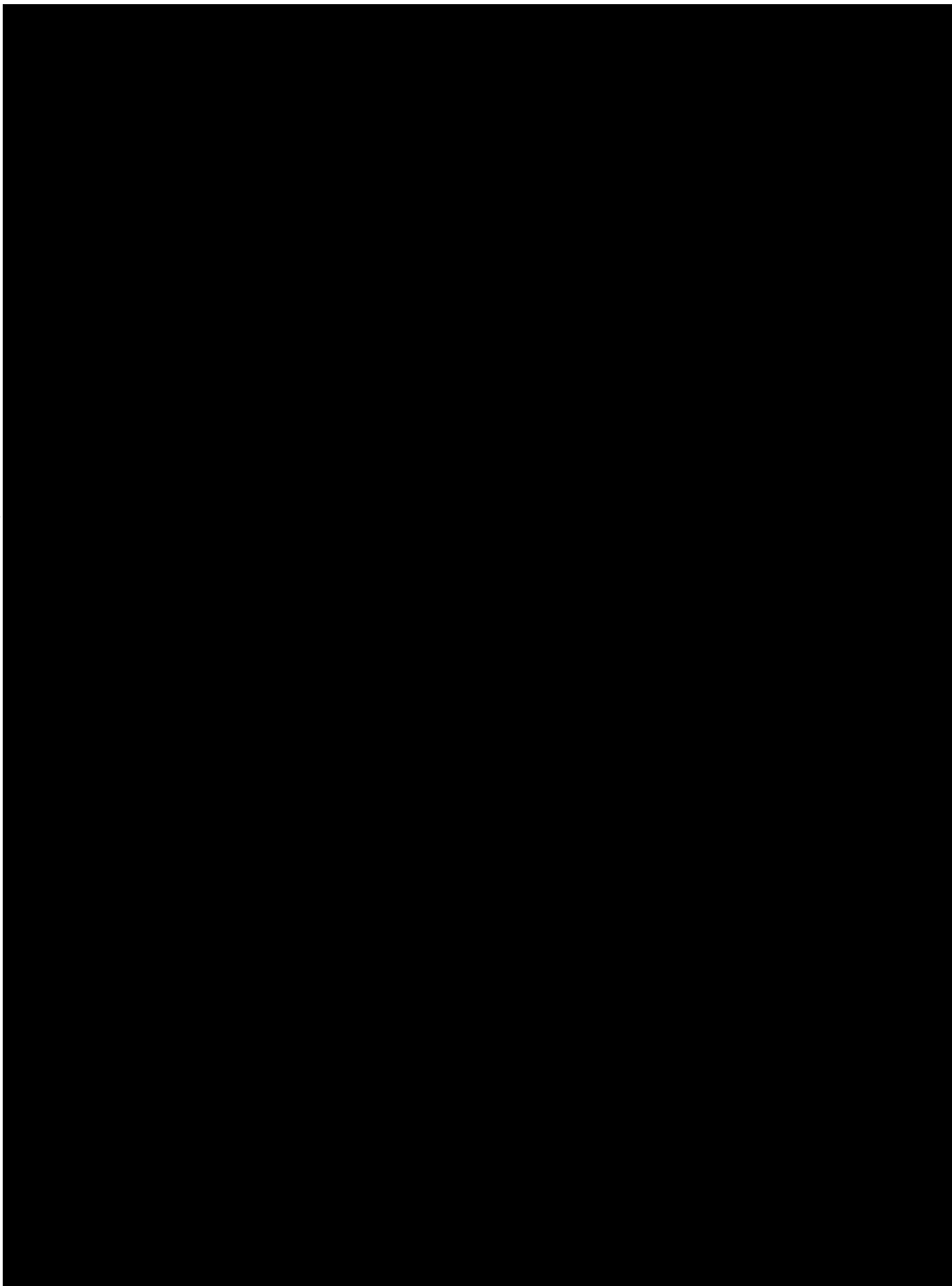


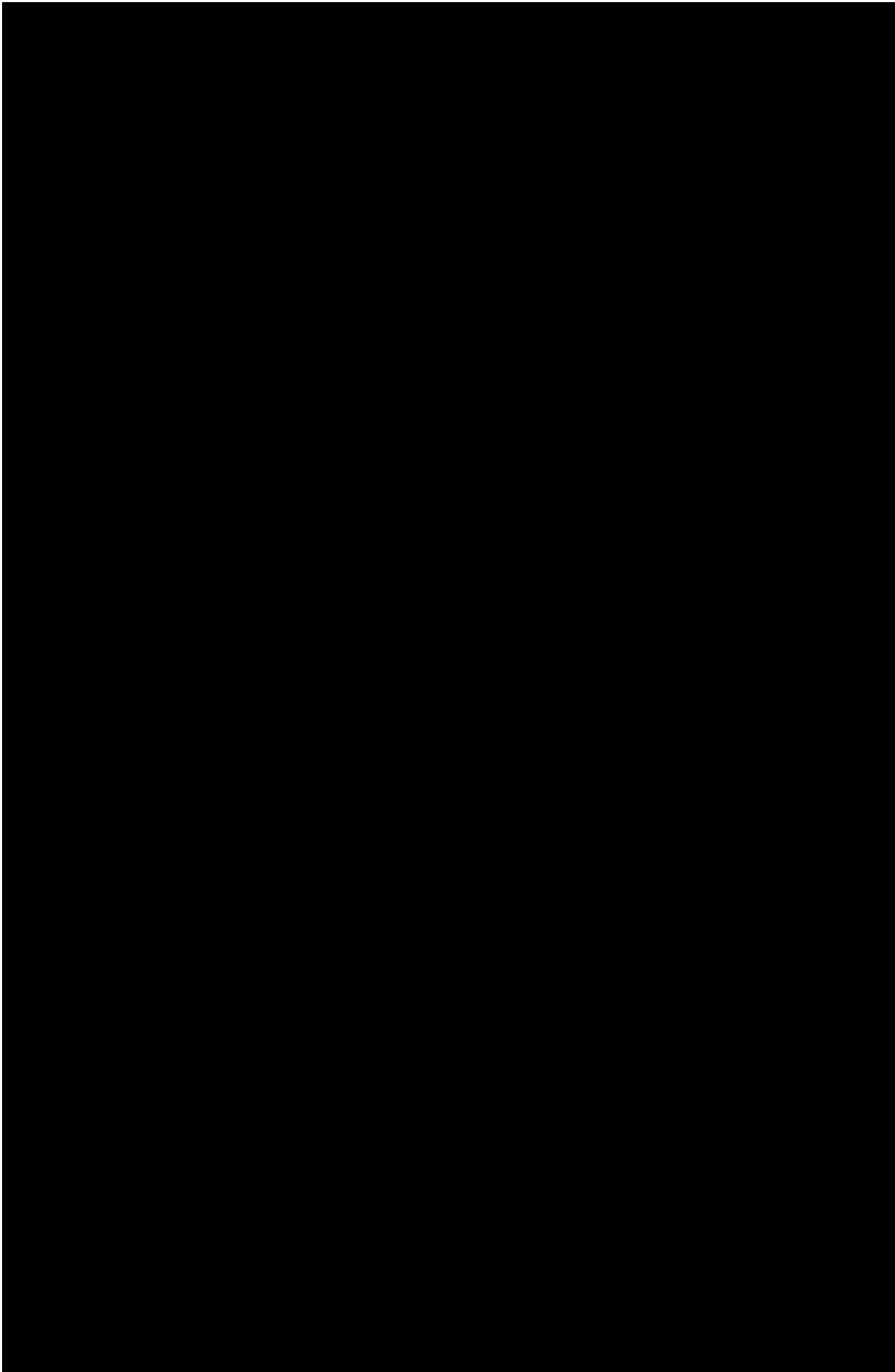
SCHEDULE A25 – NOT USED

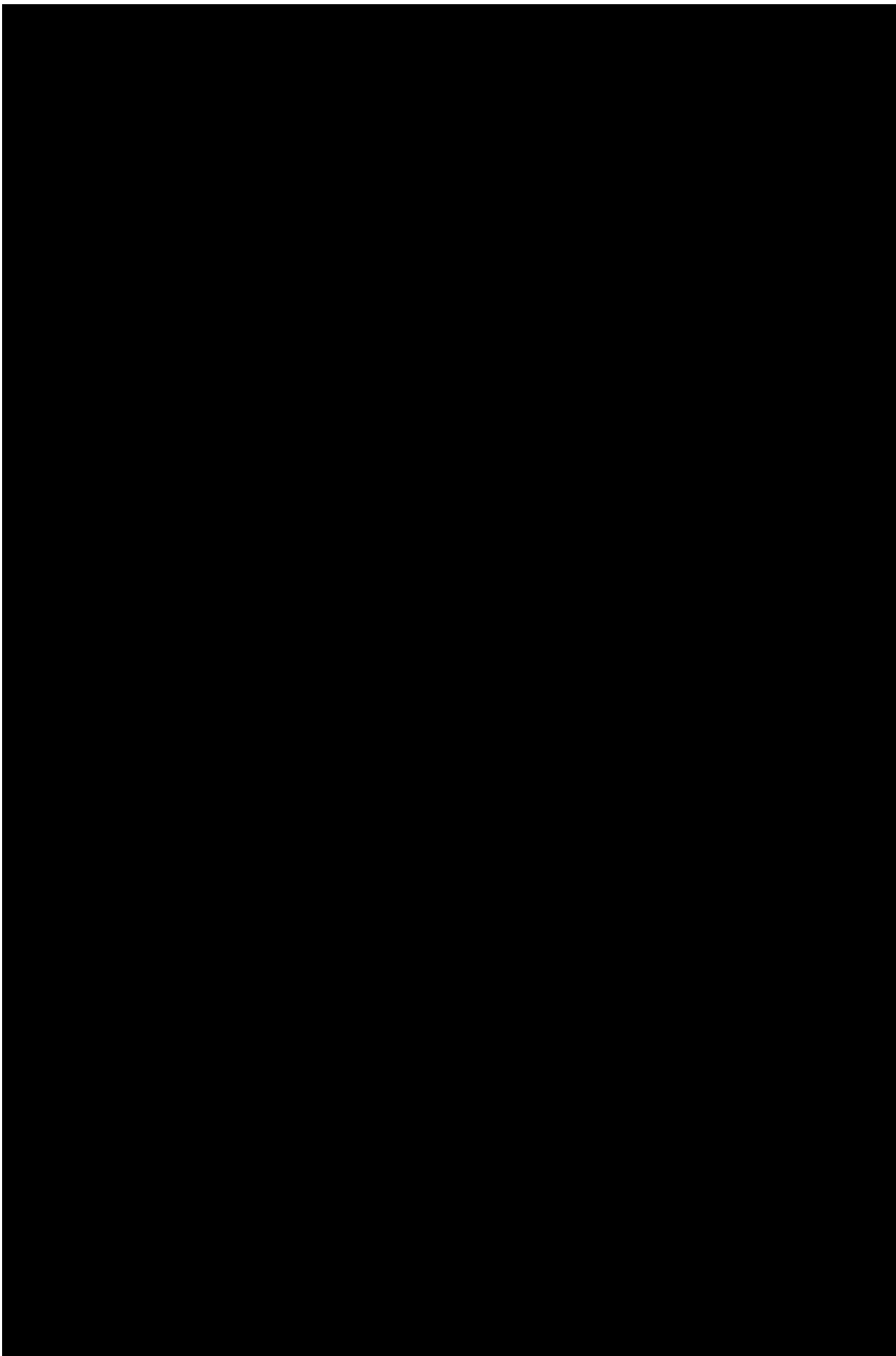
SCHEDULE A26 – SMCSW MASTER INTERFACE PROTOCOLS DEED POLL

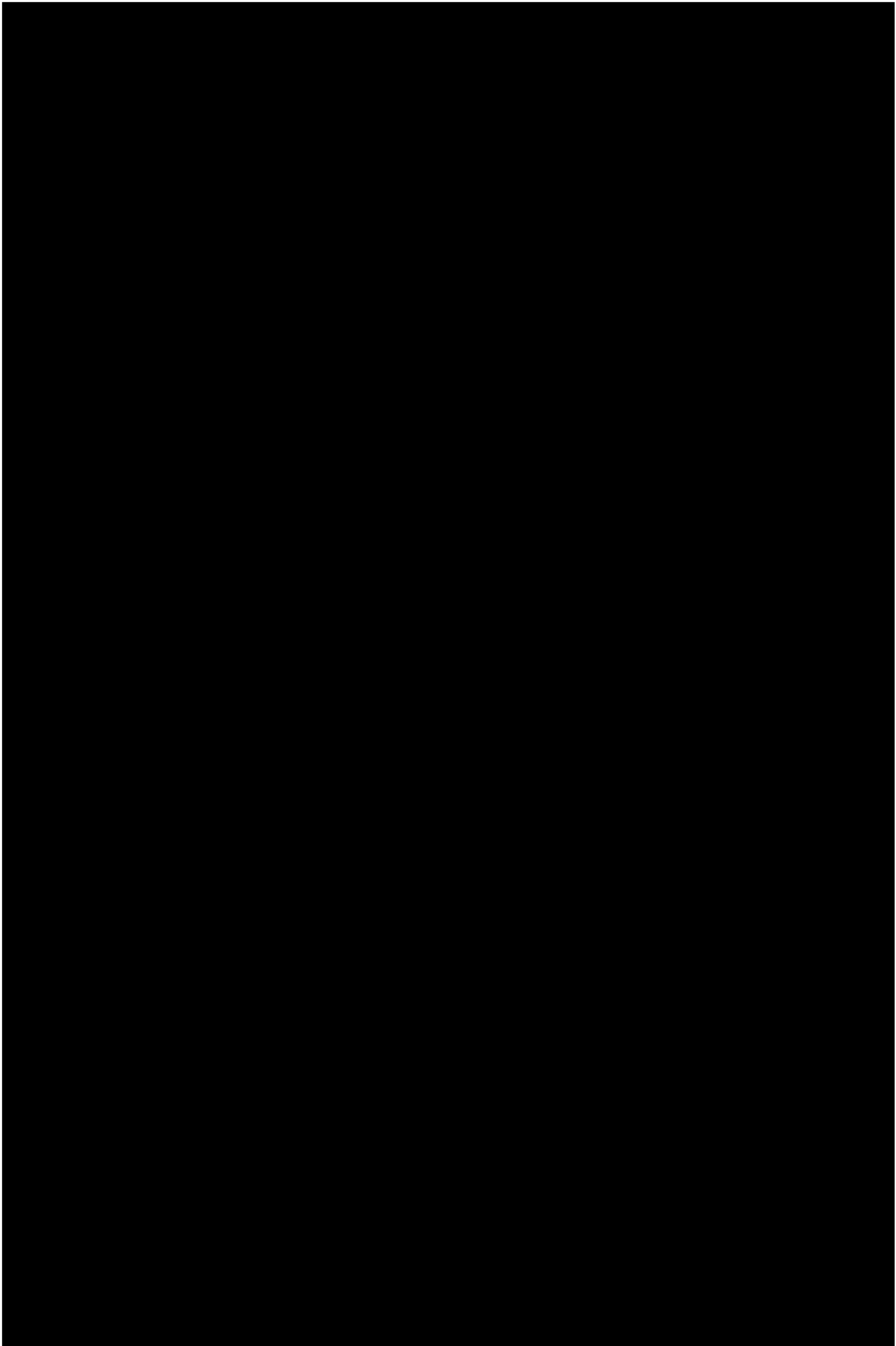
(Clauses 1.1 and 3.13)

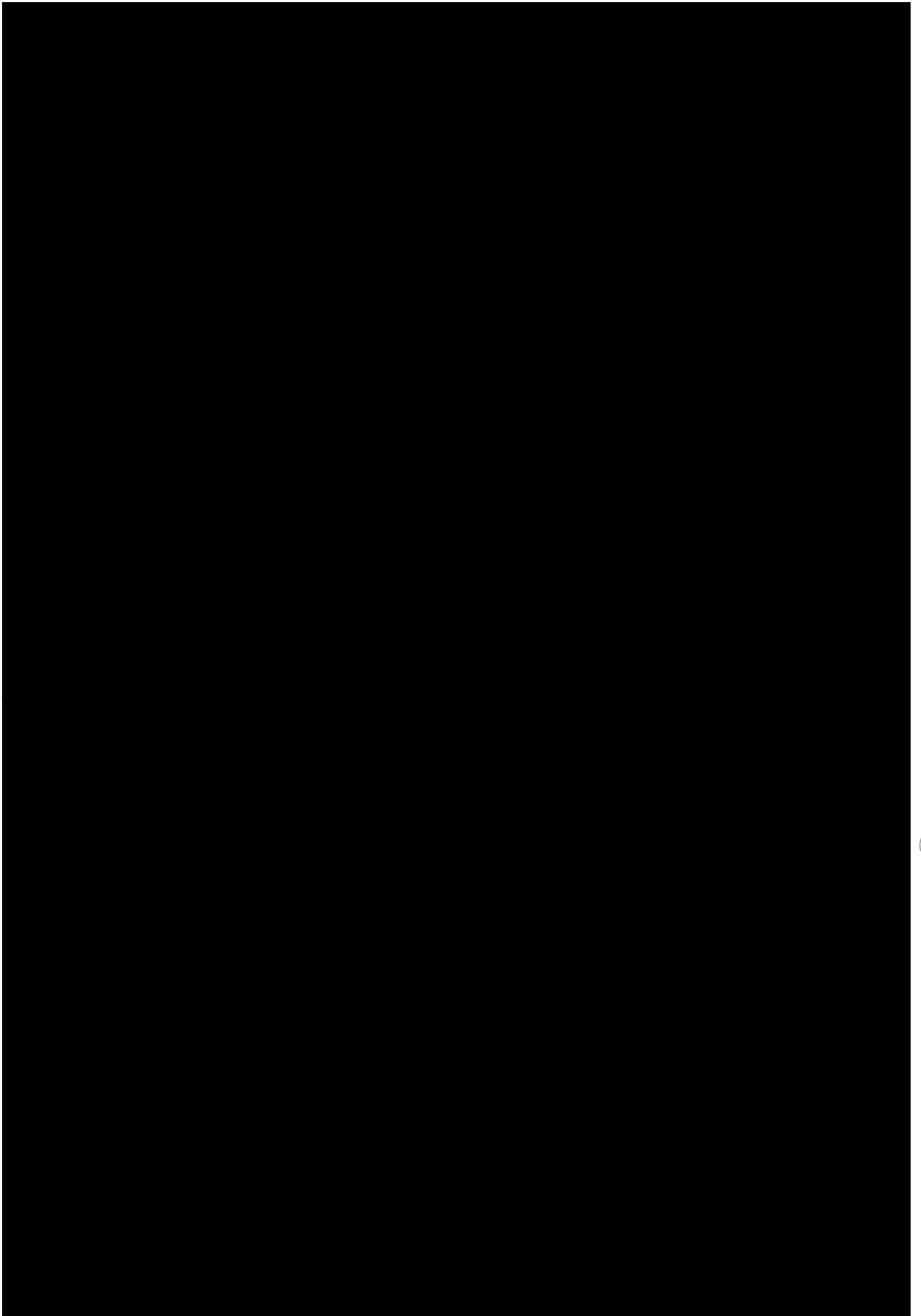


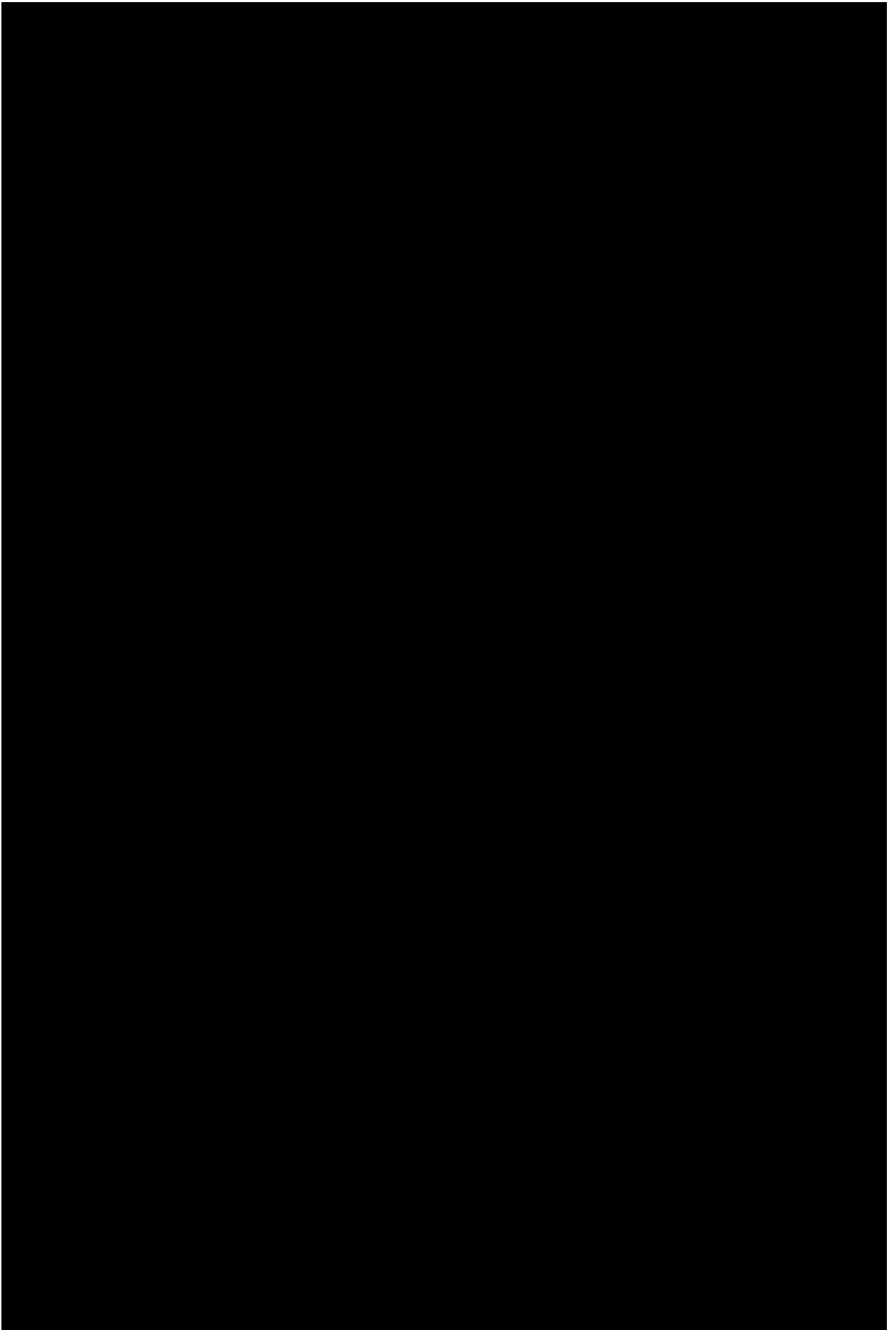


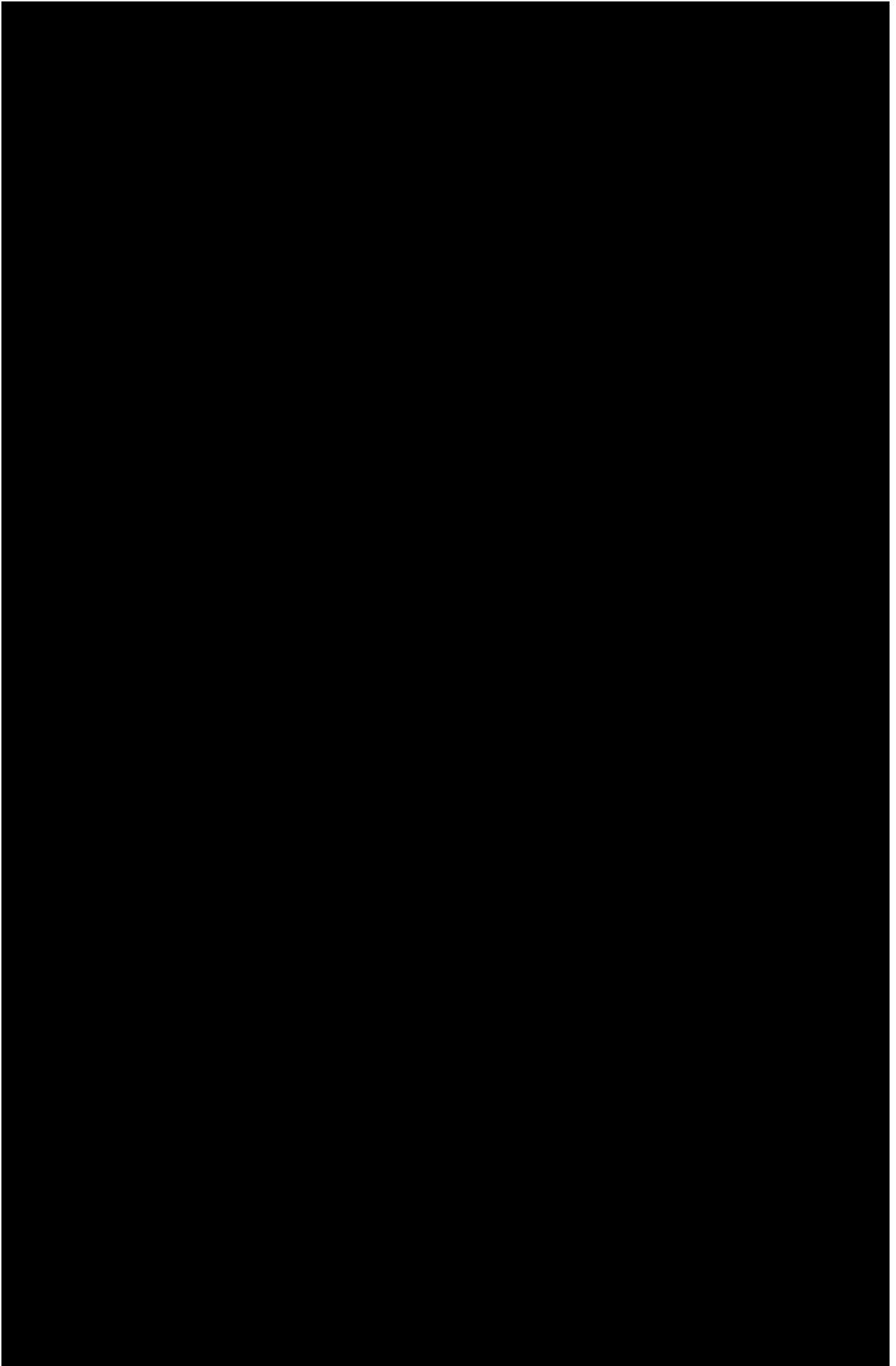


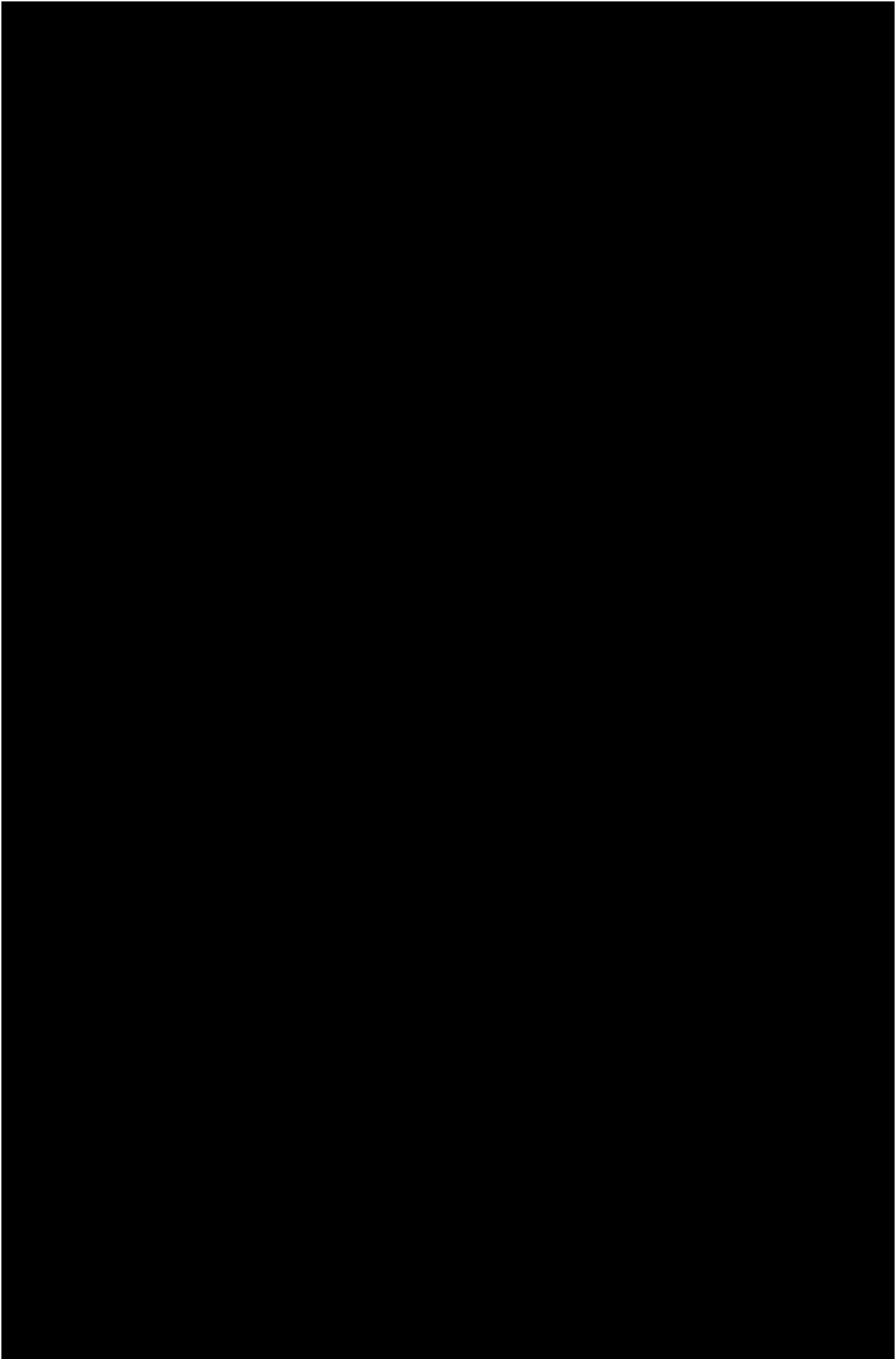


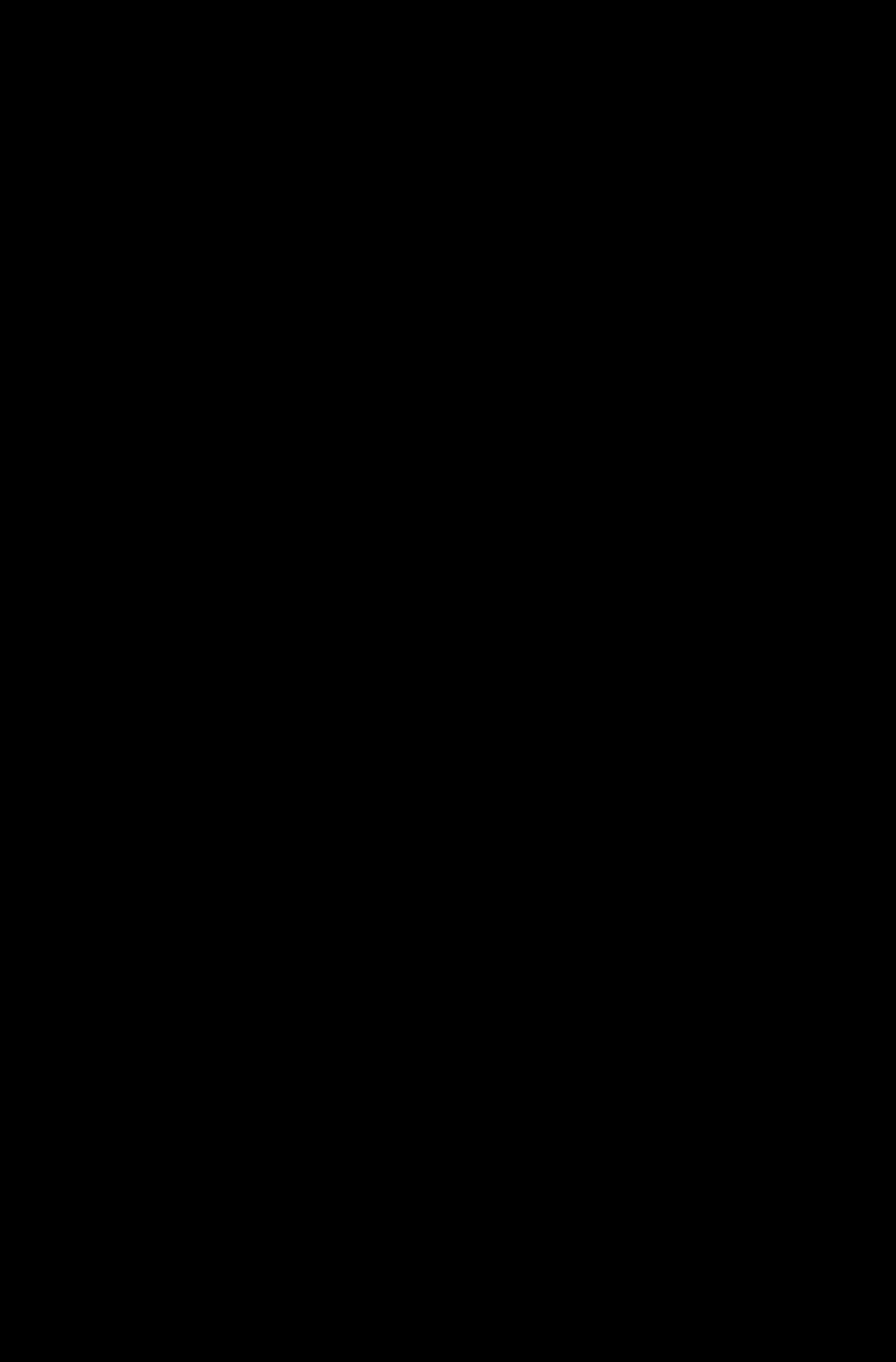


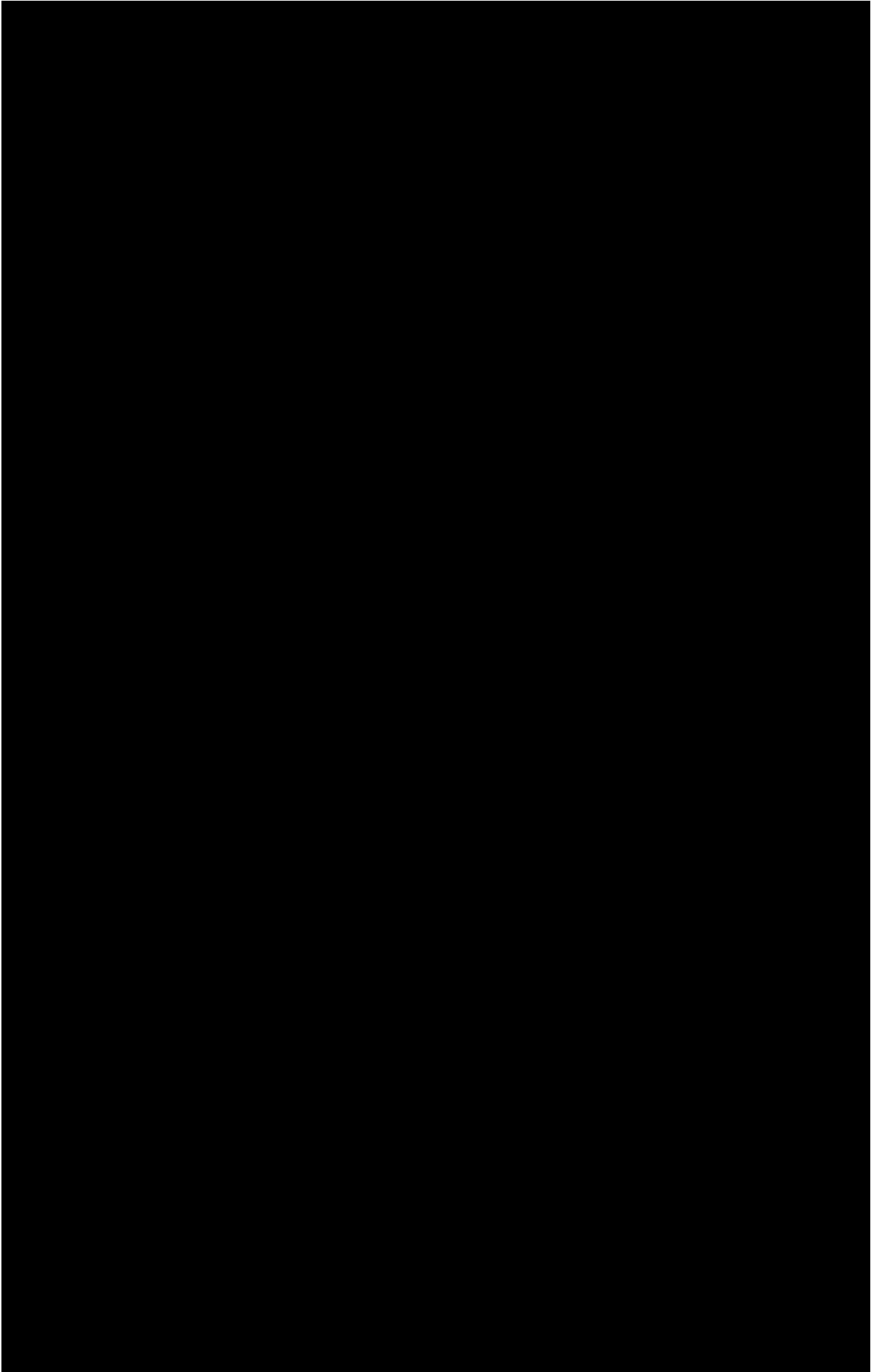


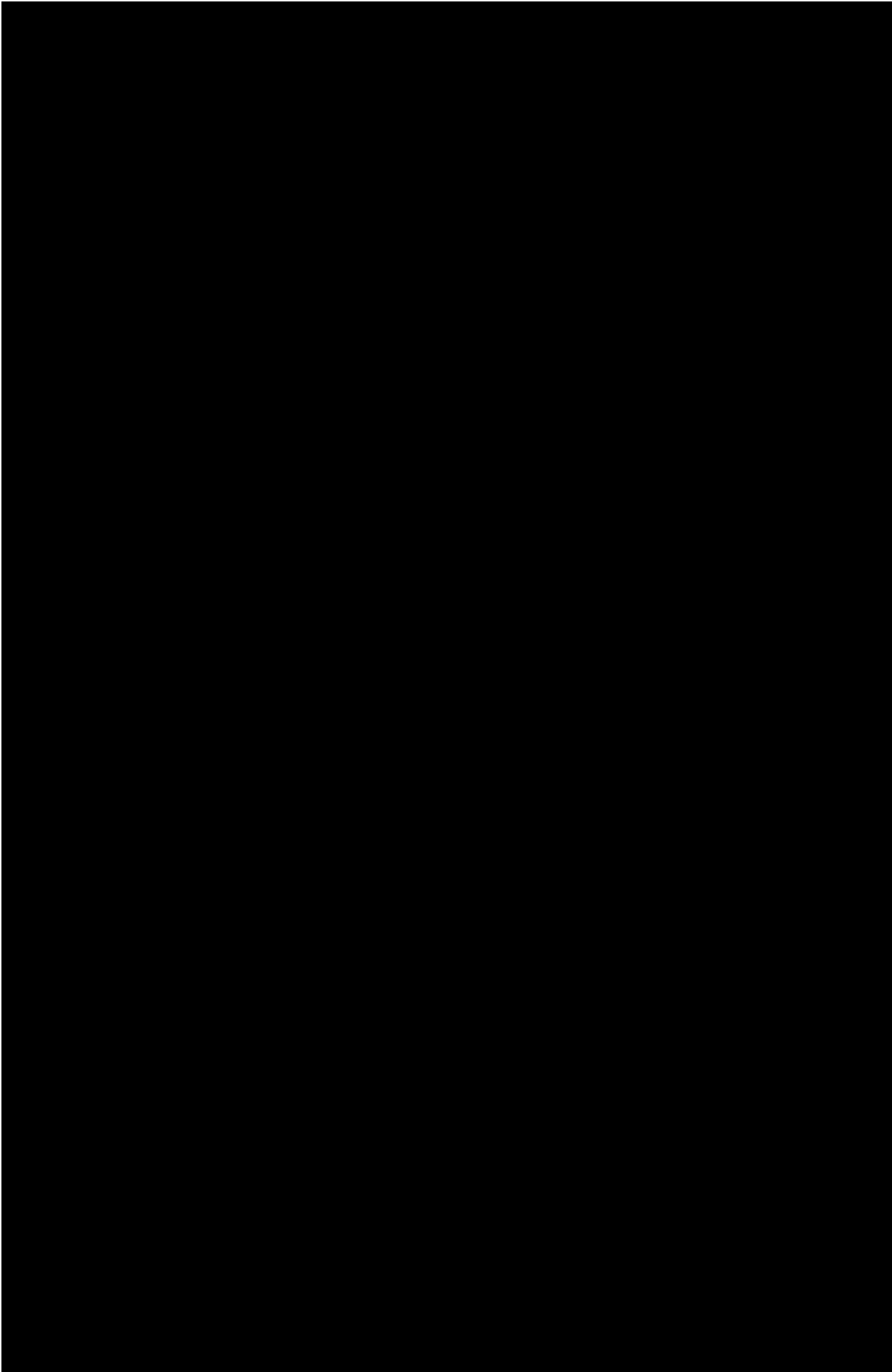


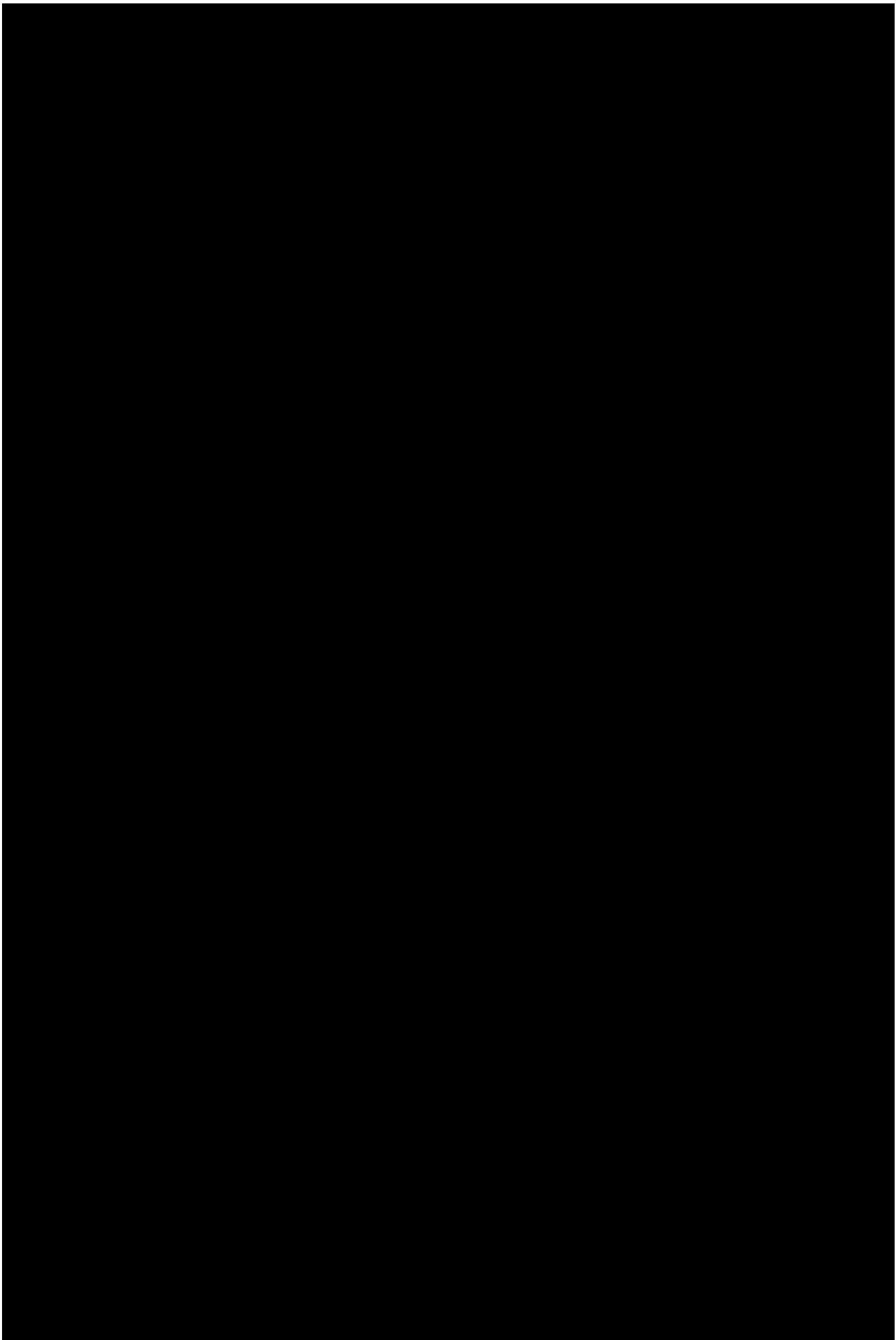


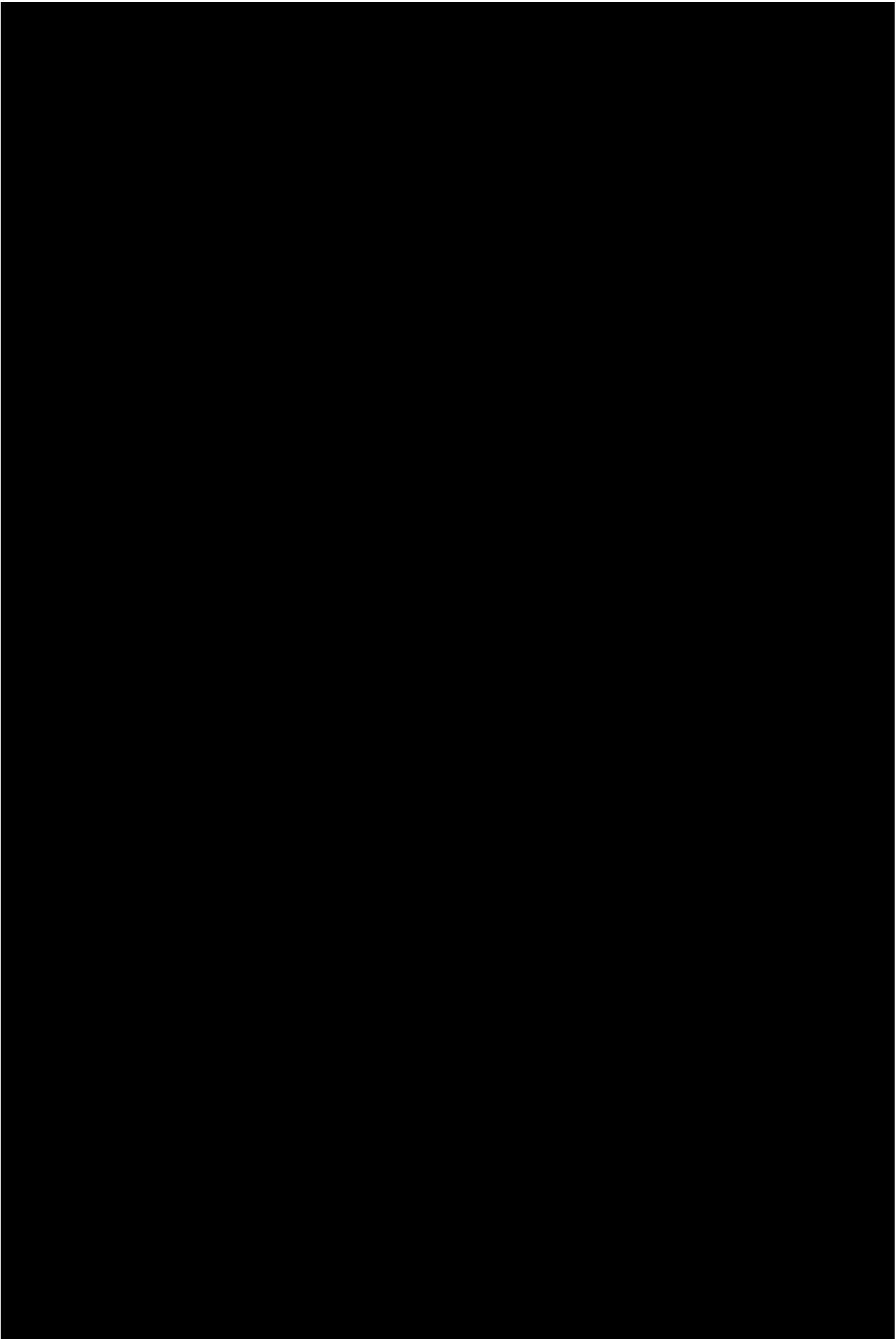


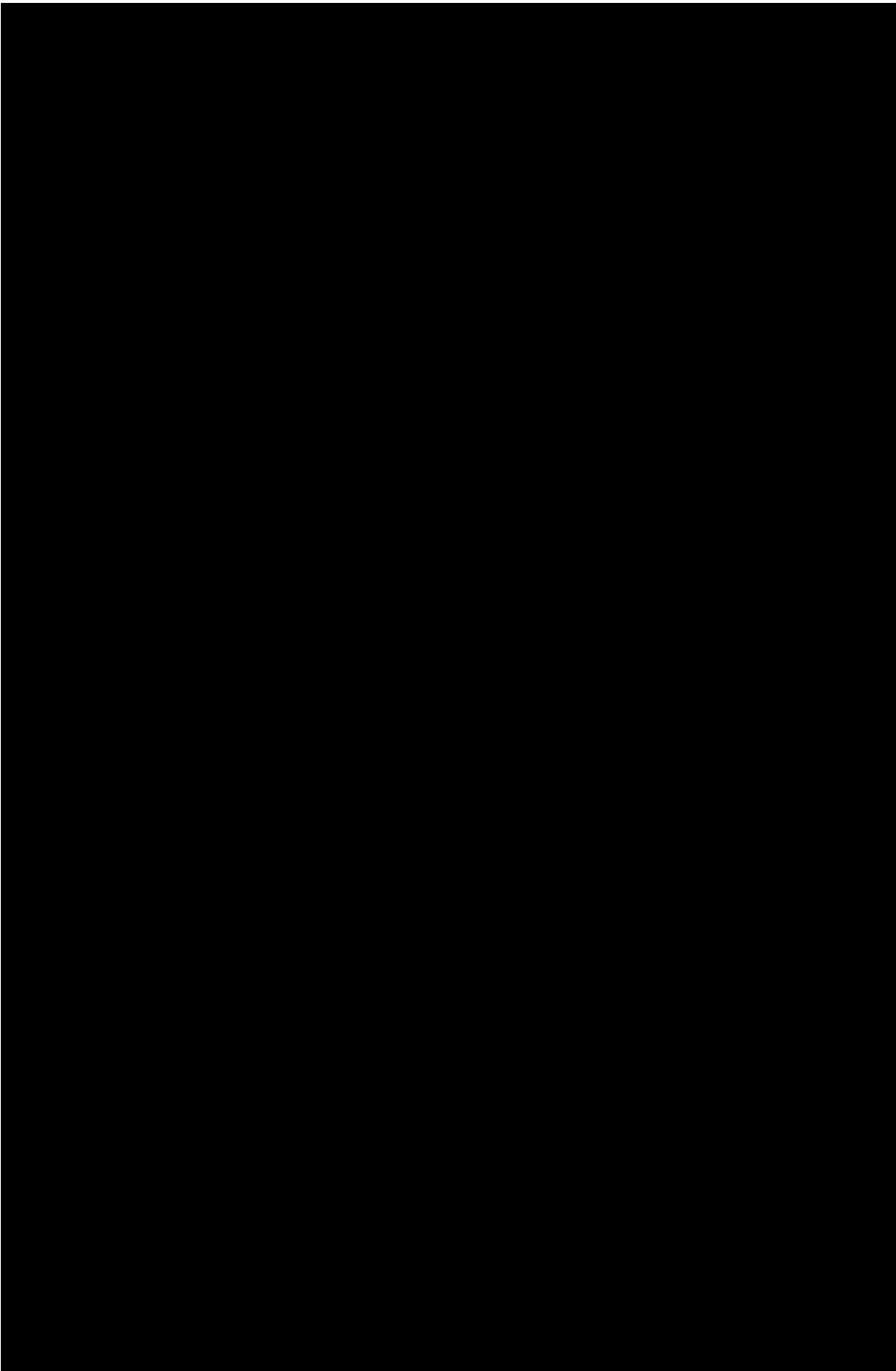


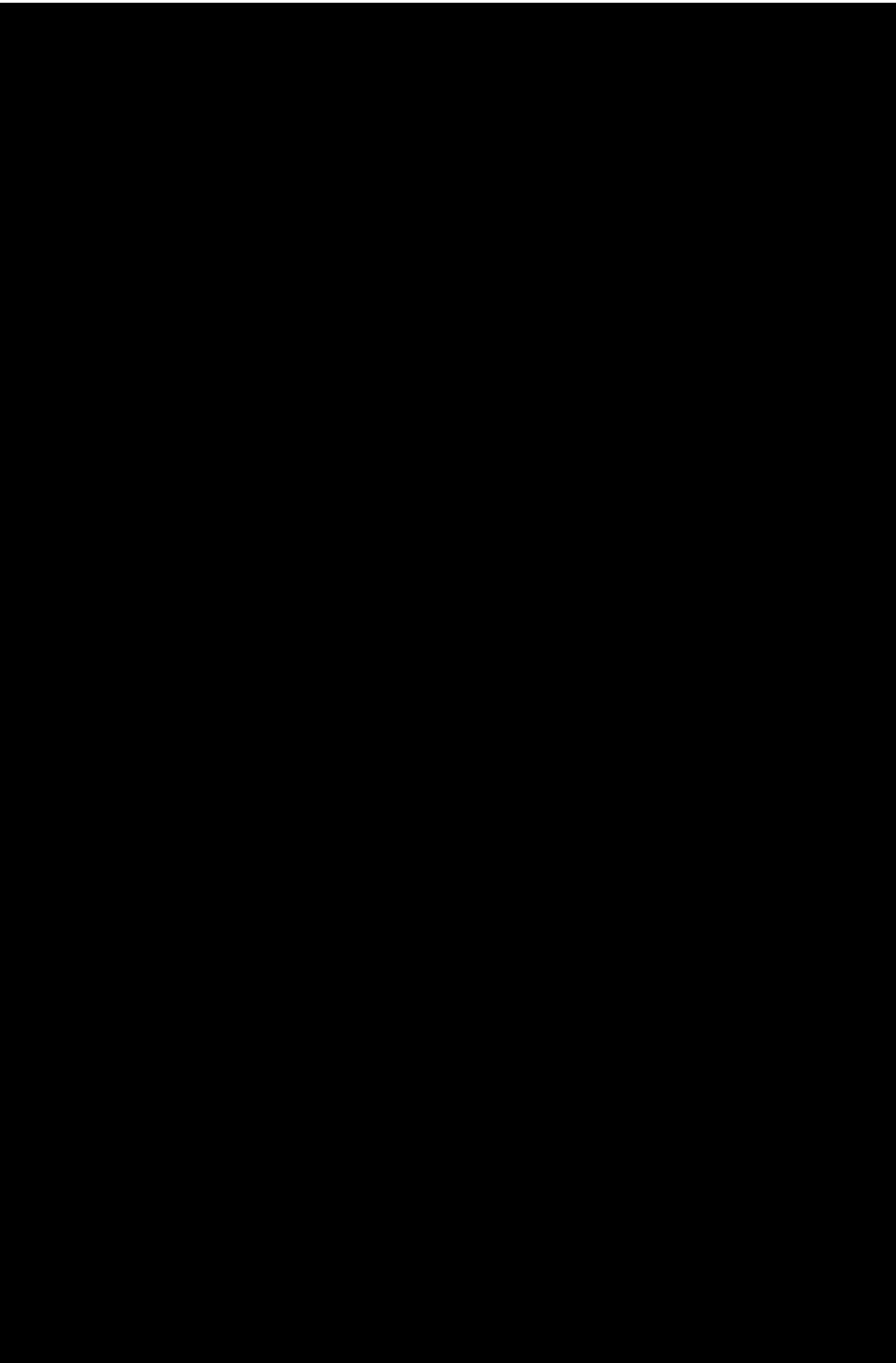


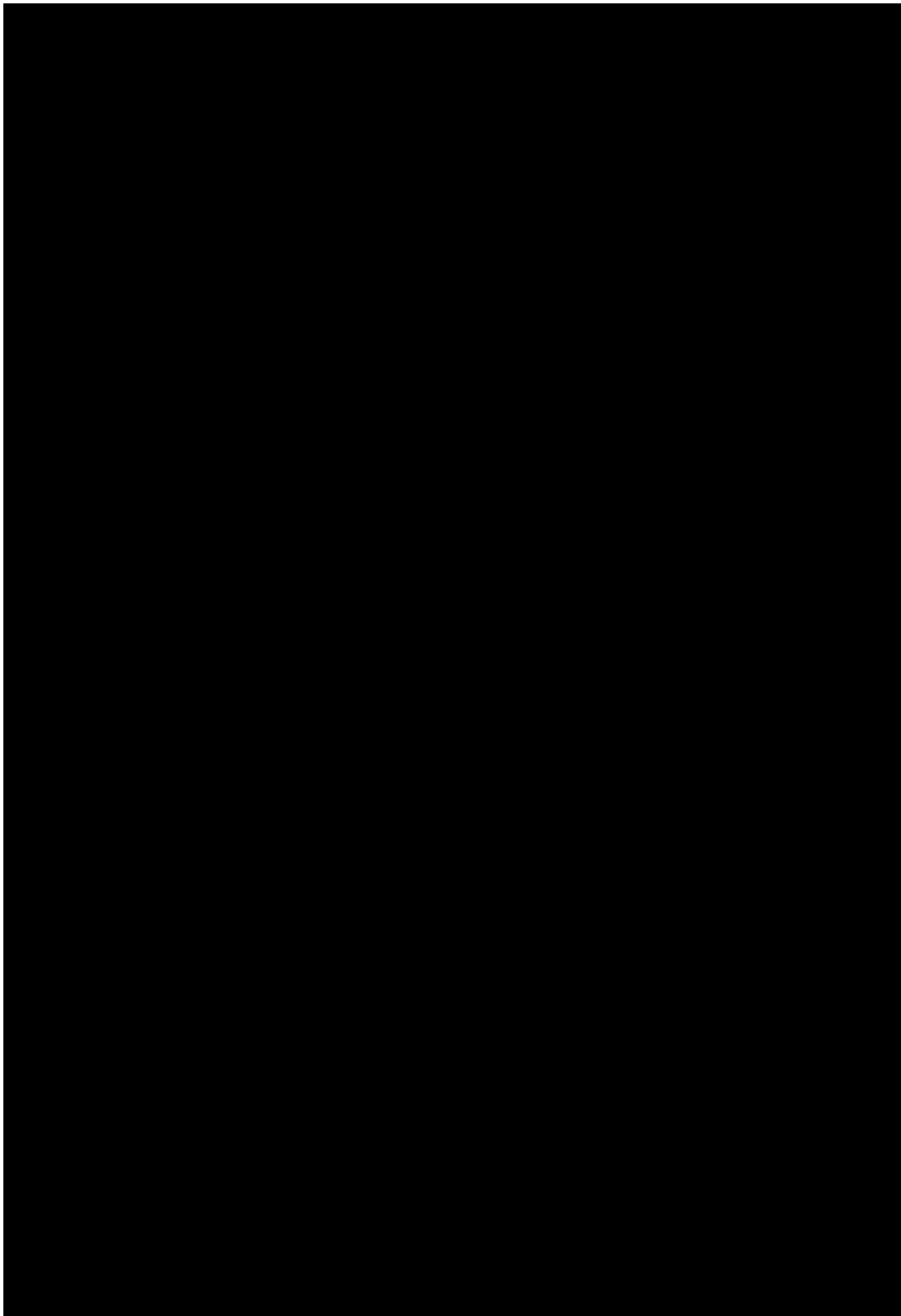


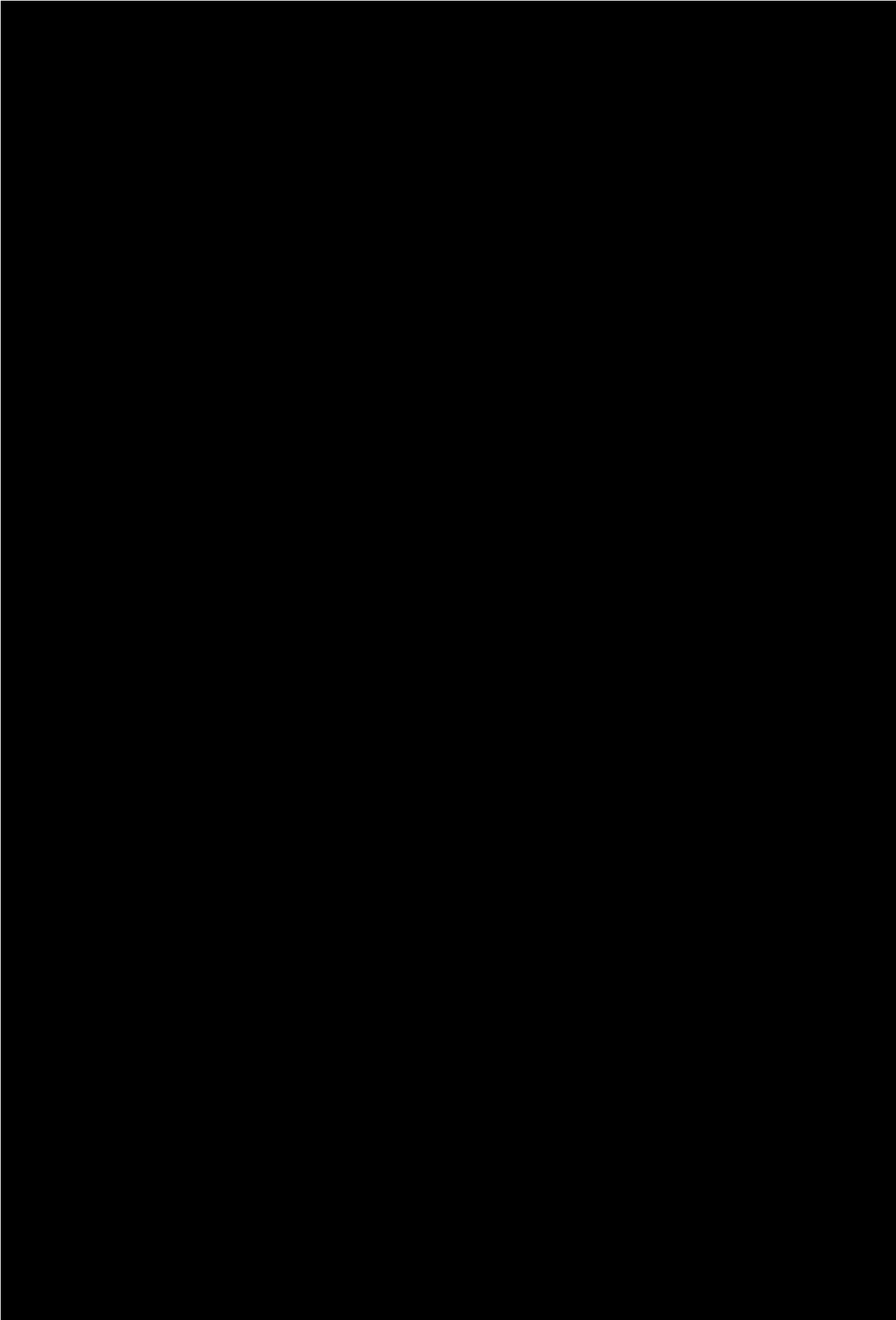


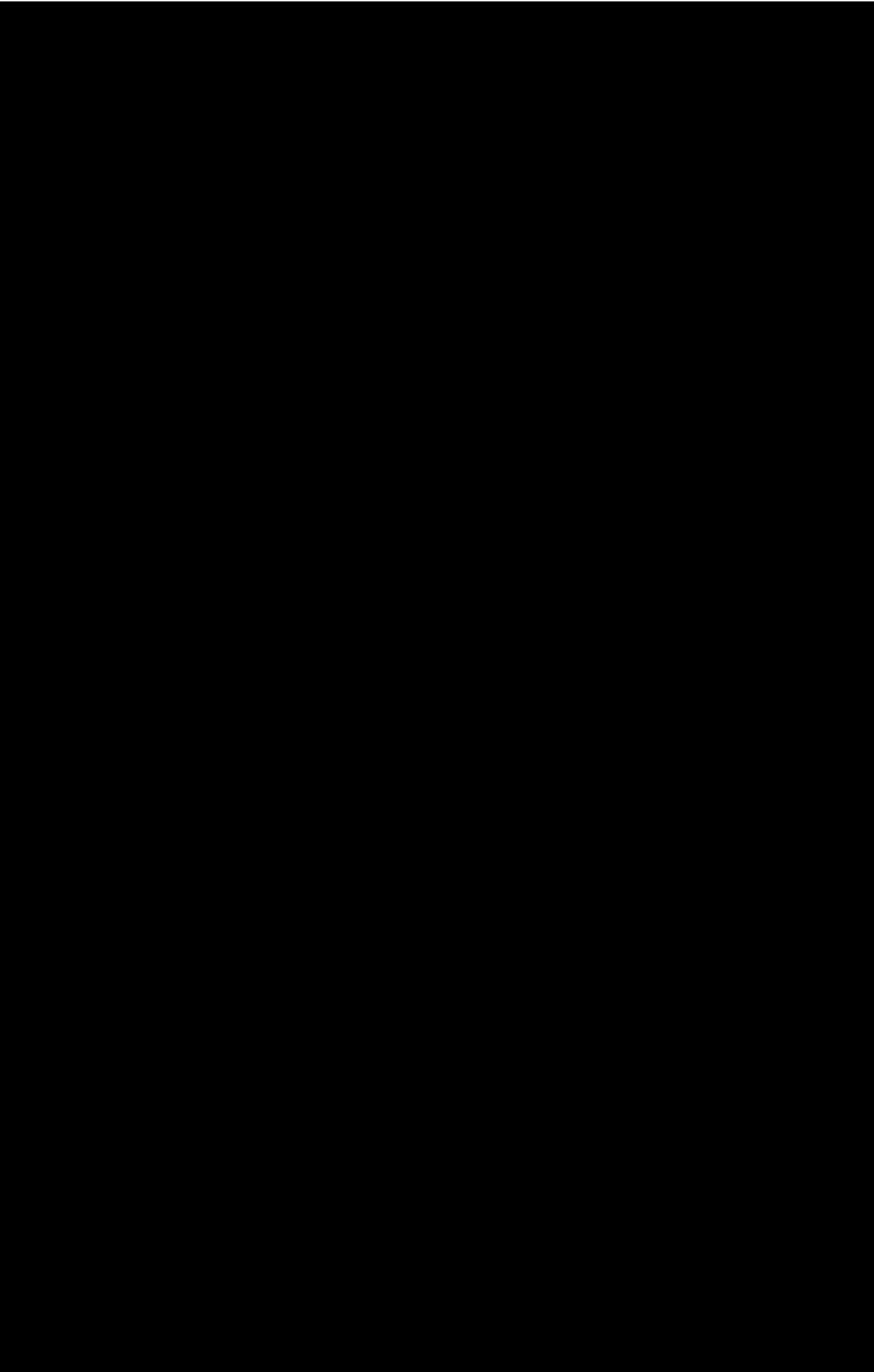


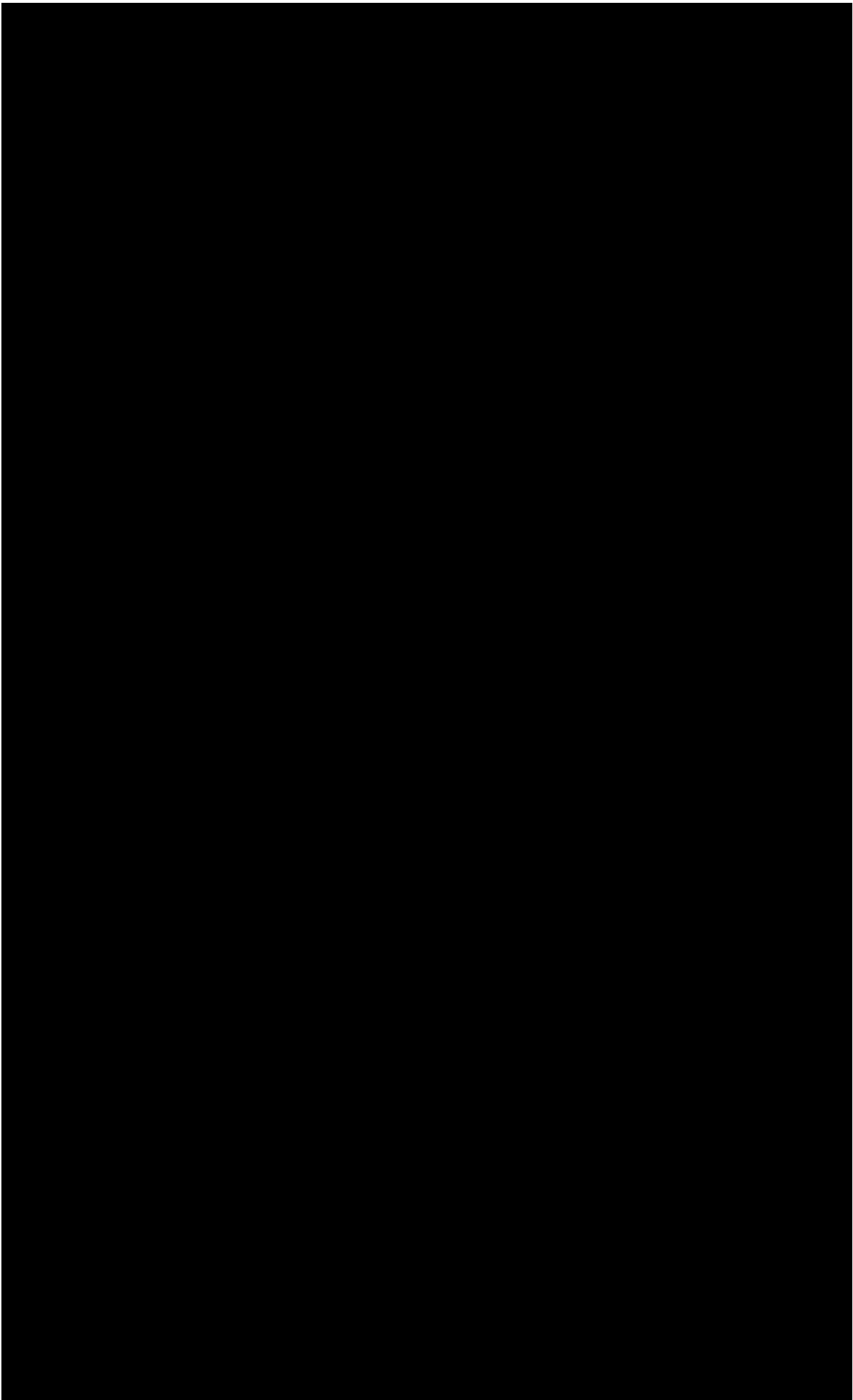


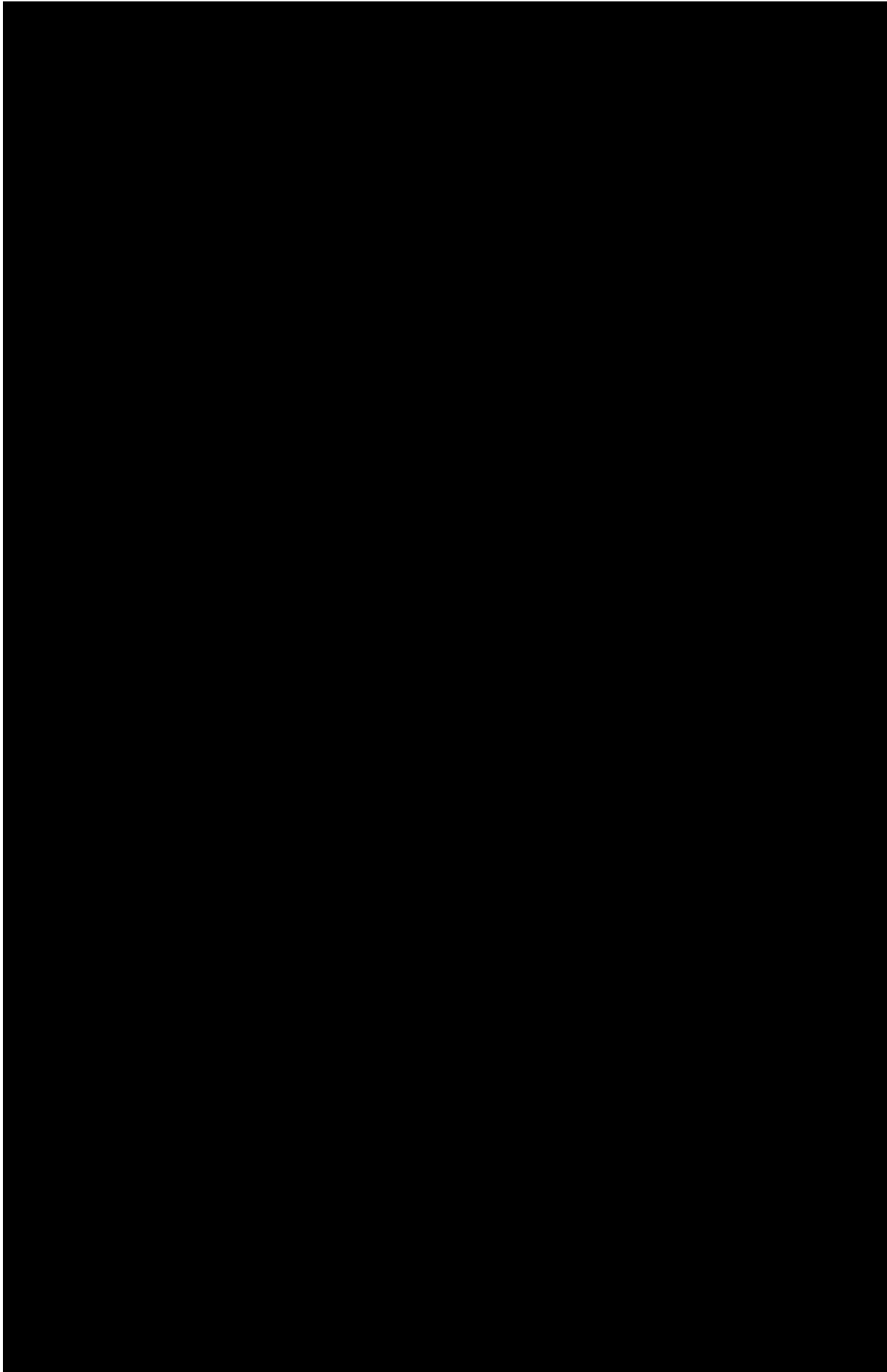


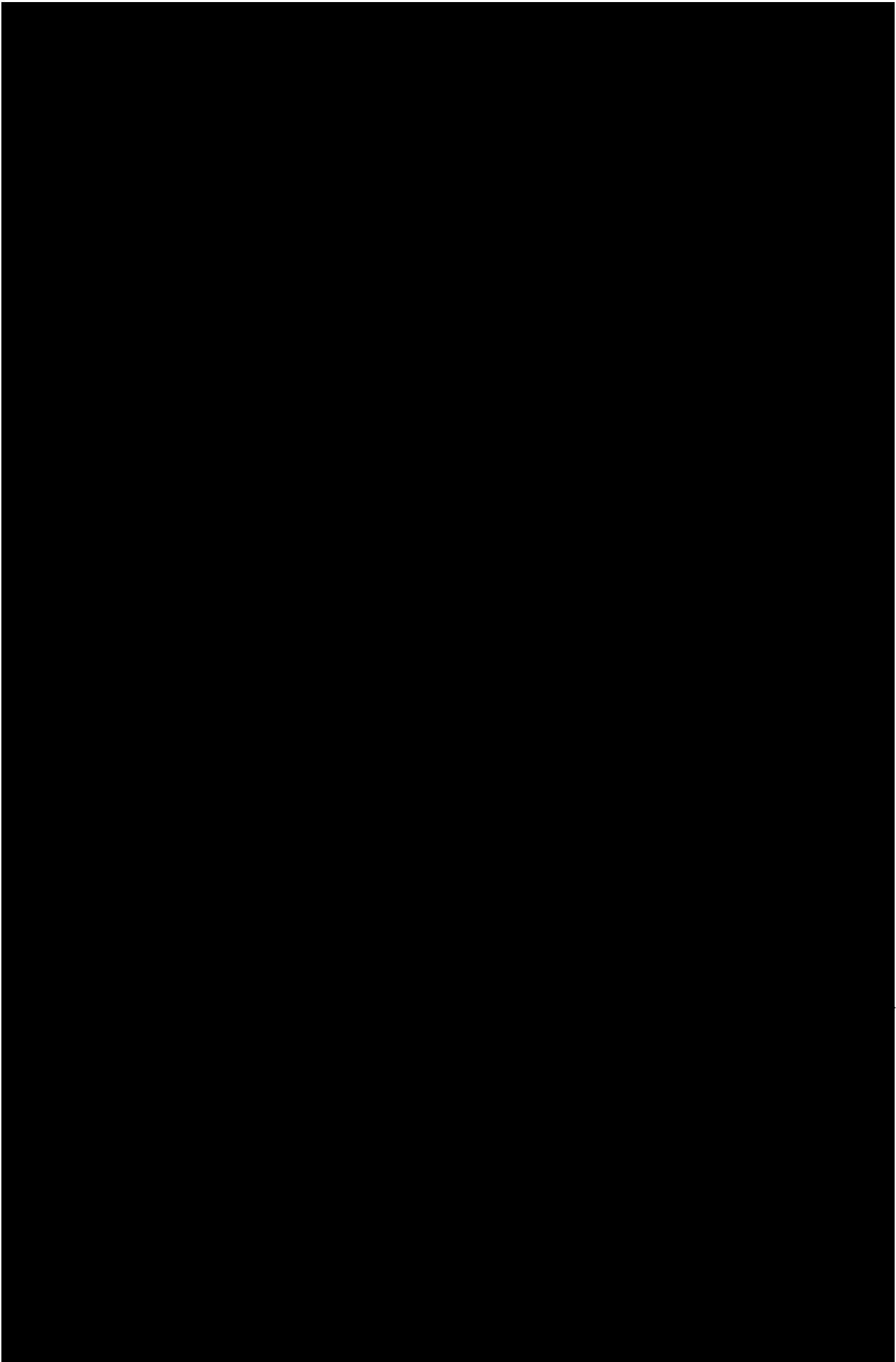


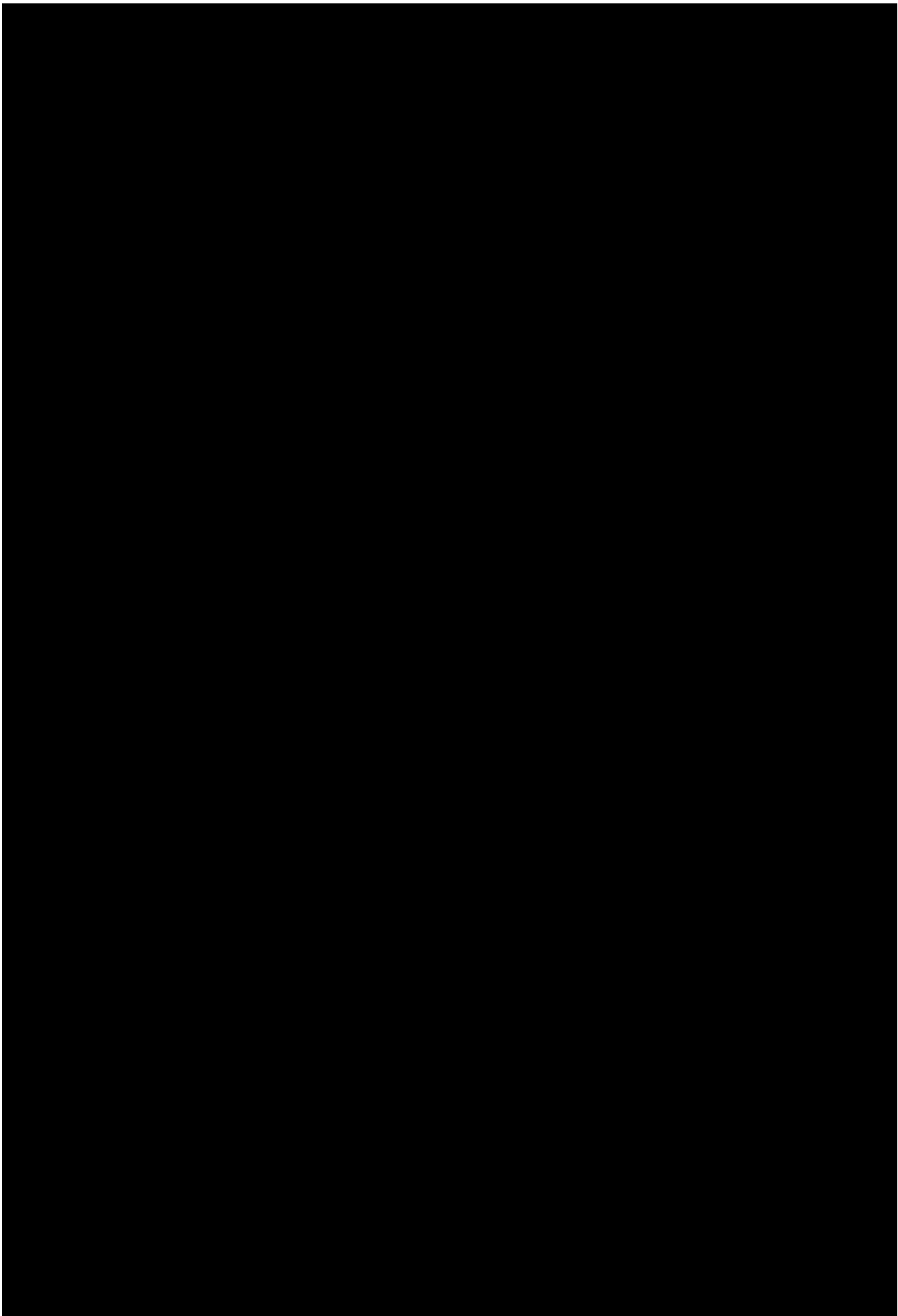




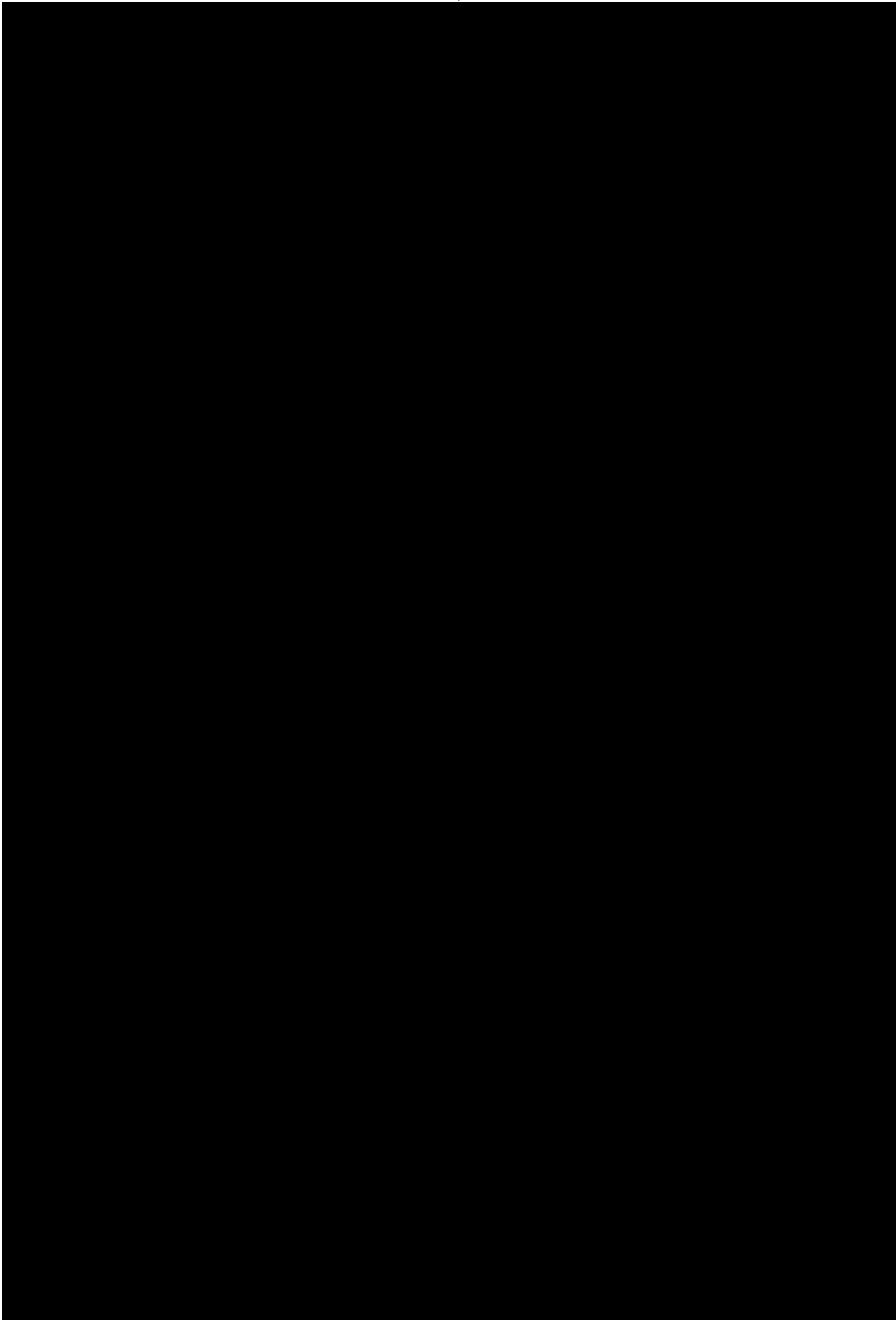


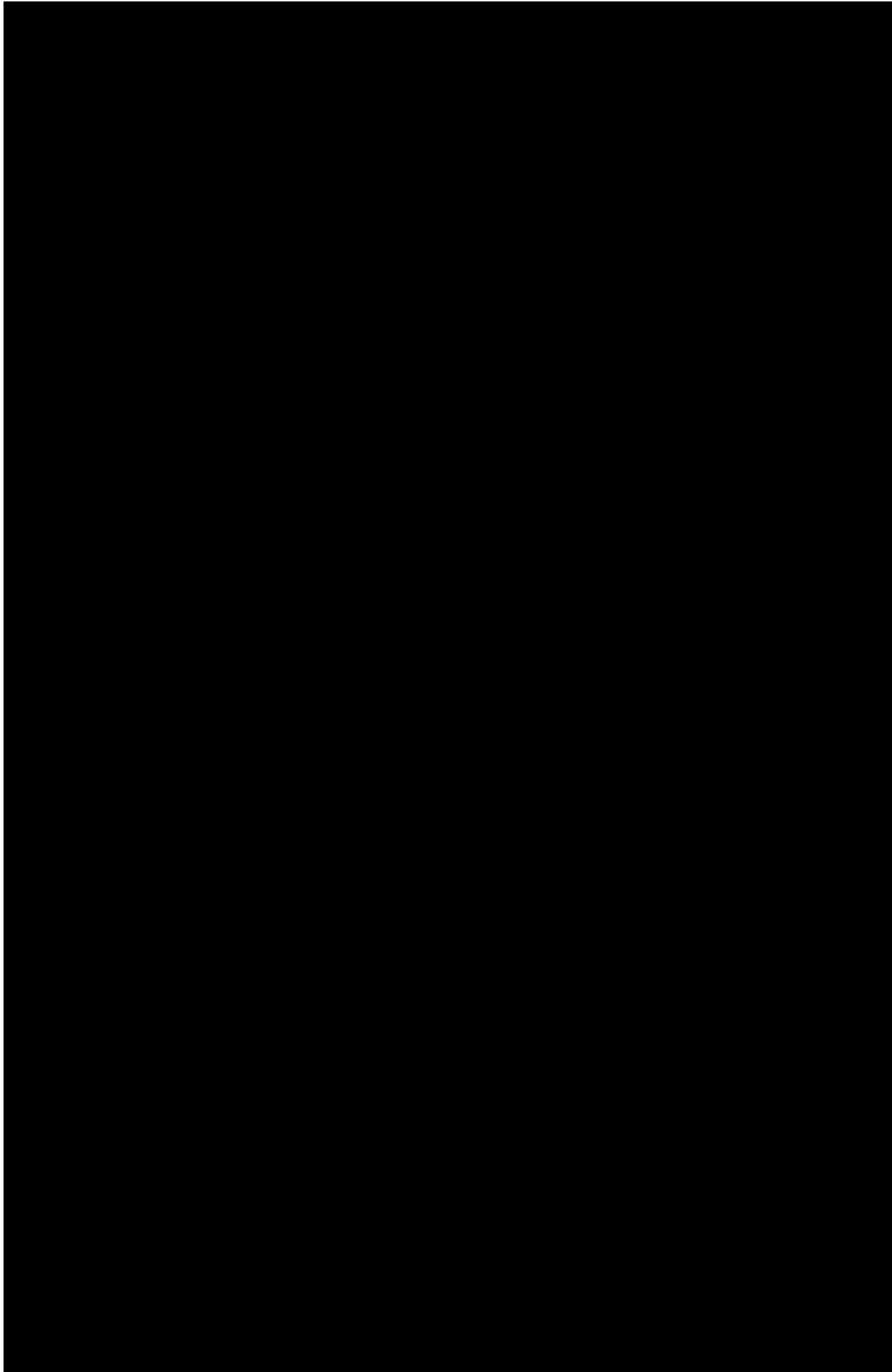


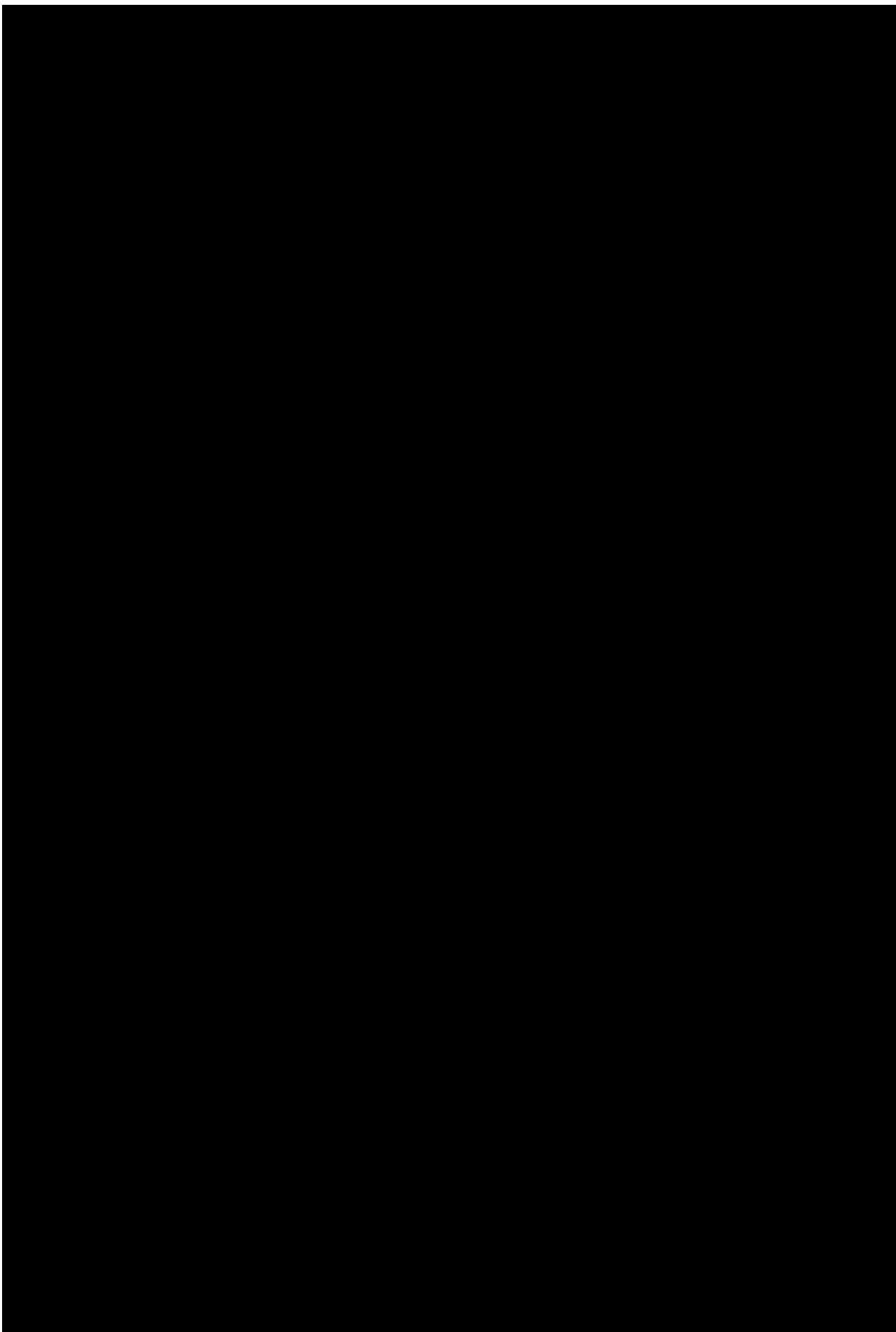


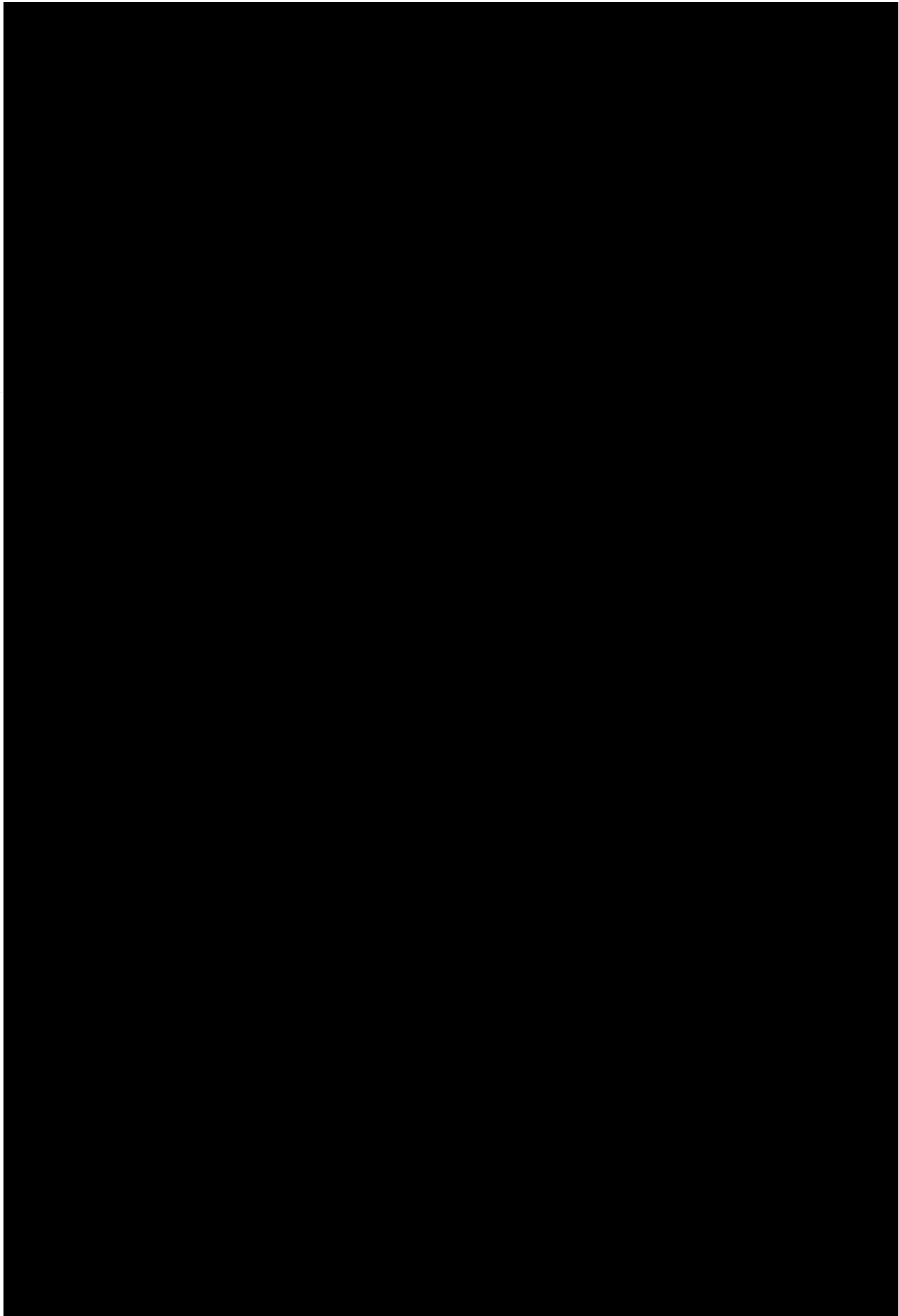


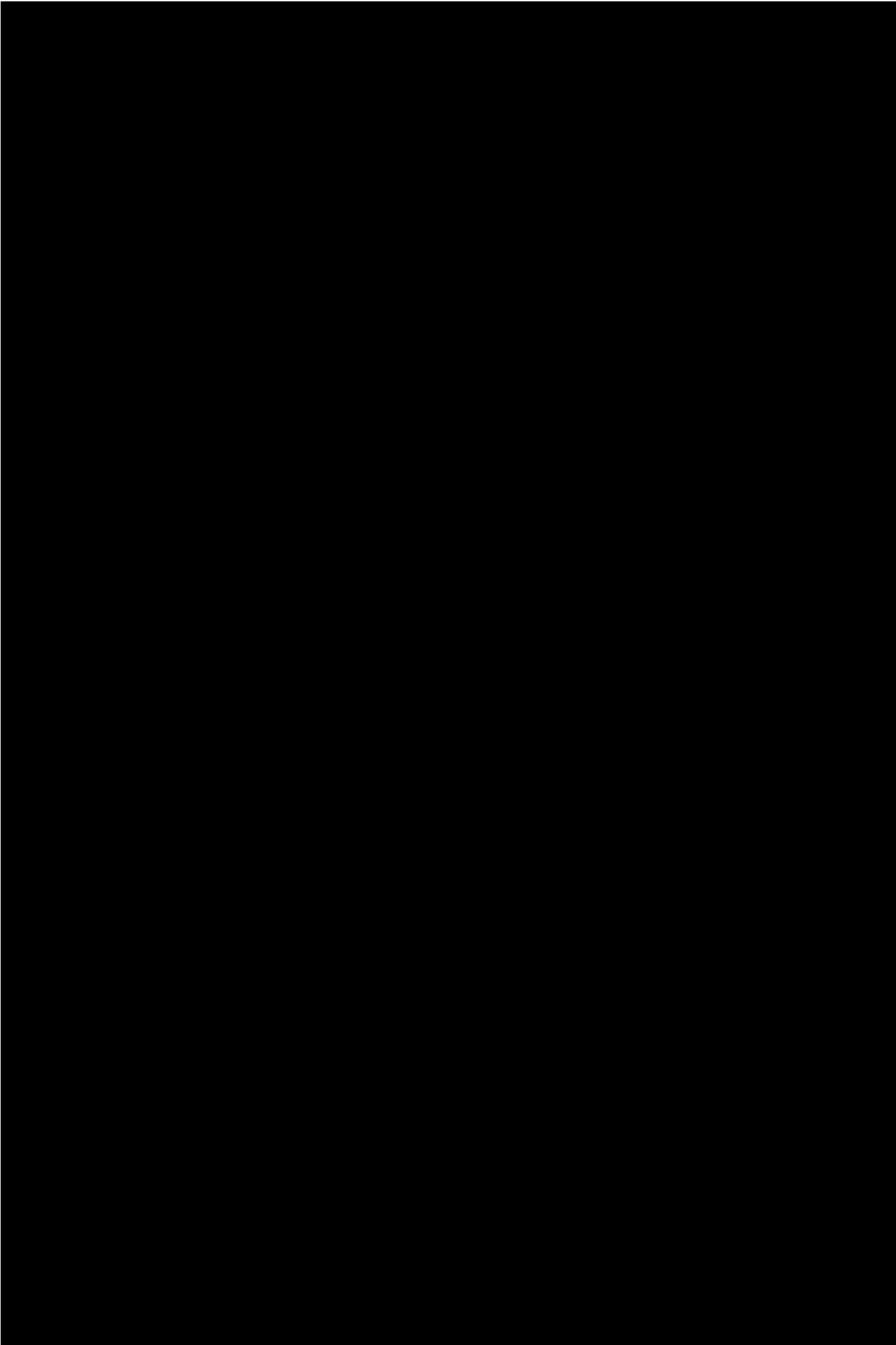


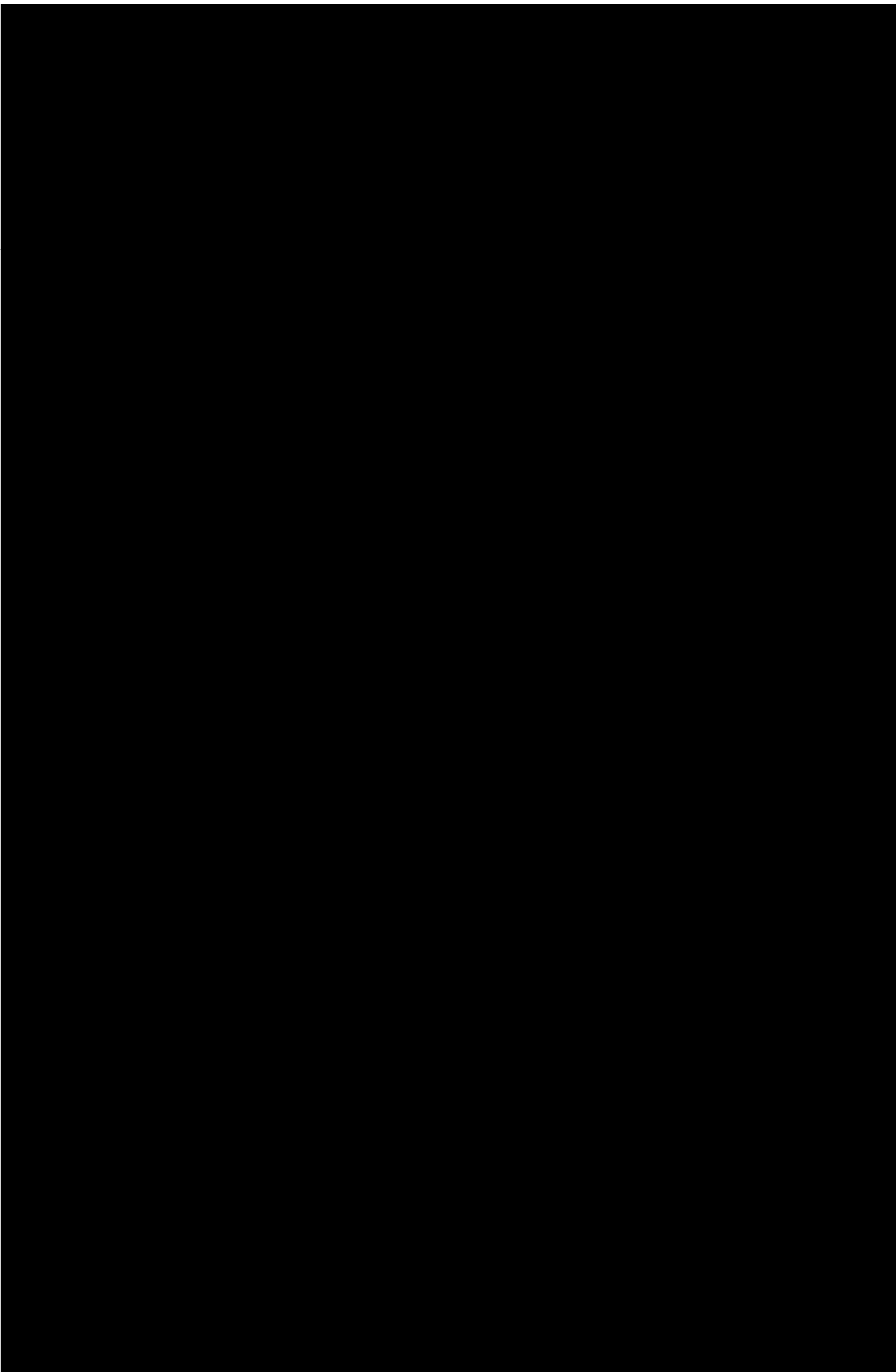


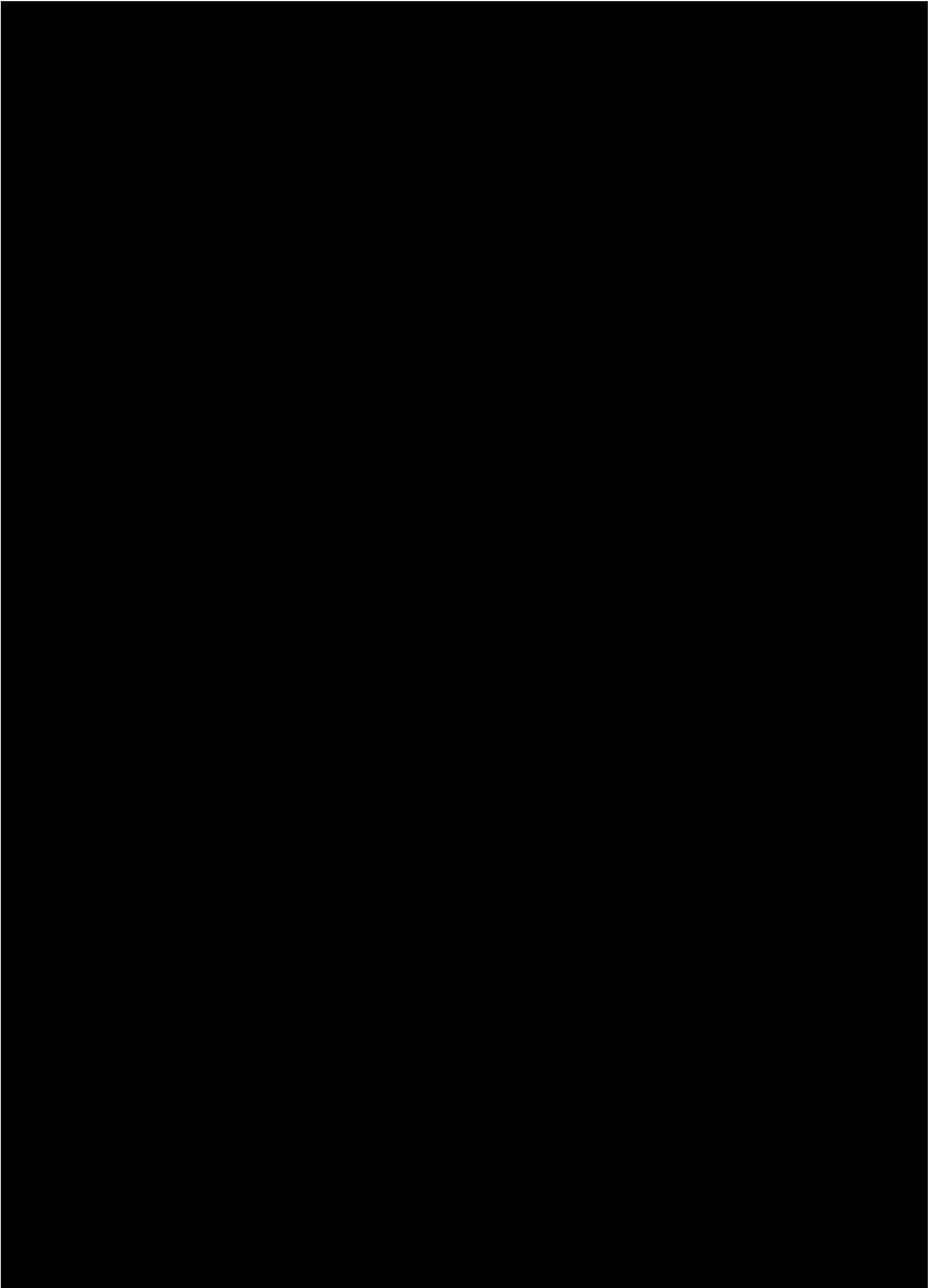


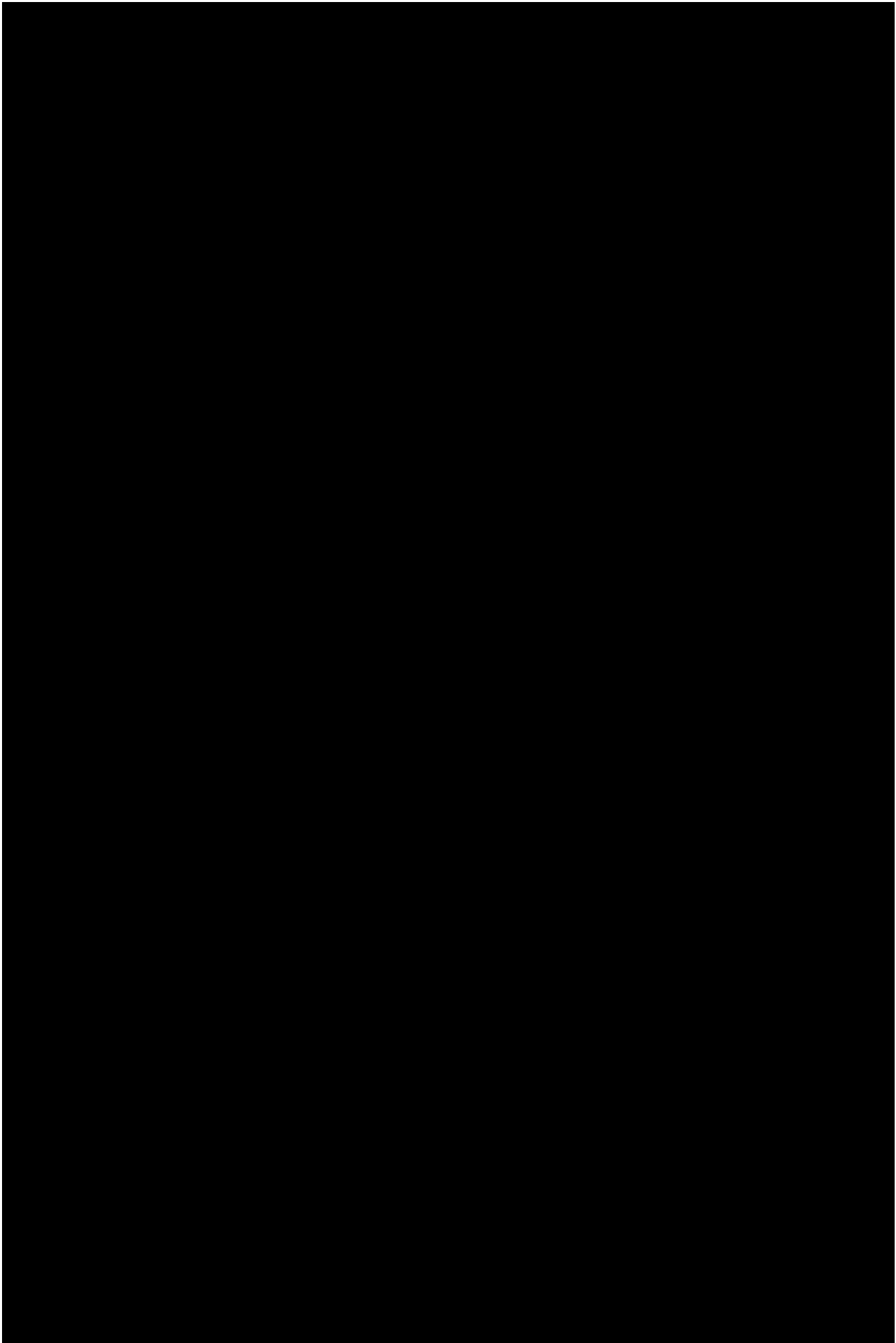


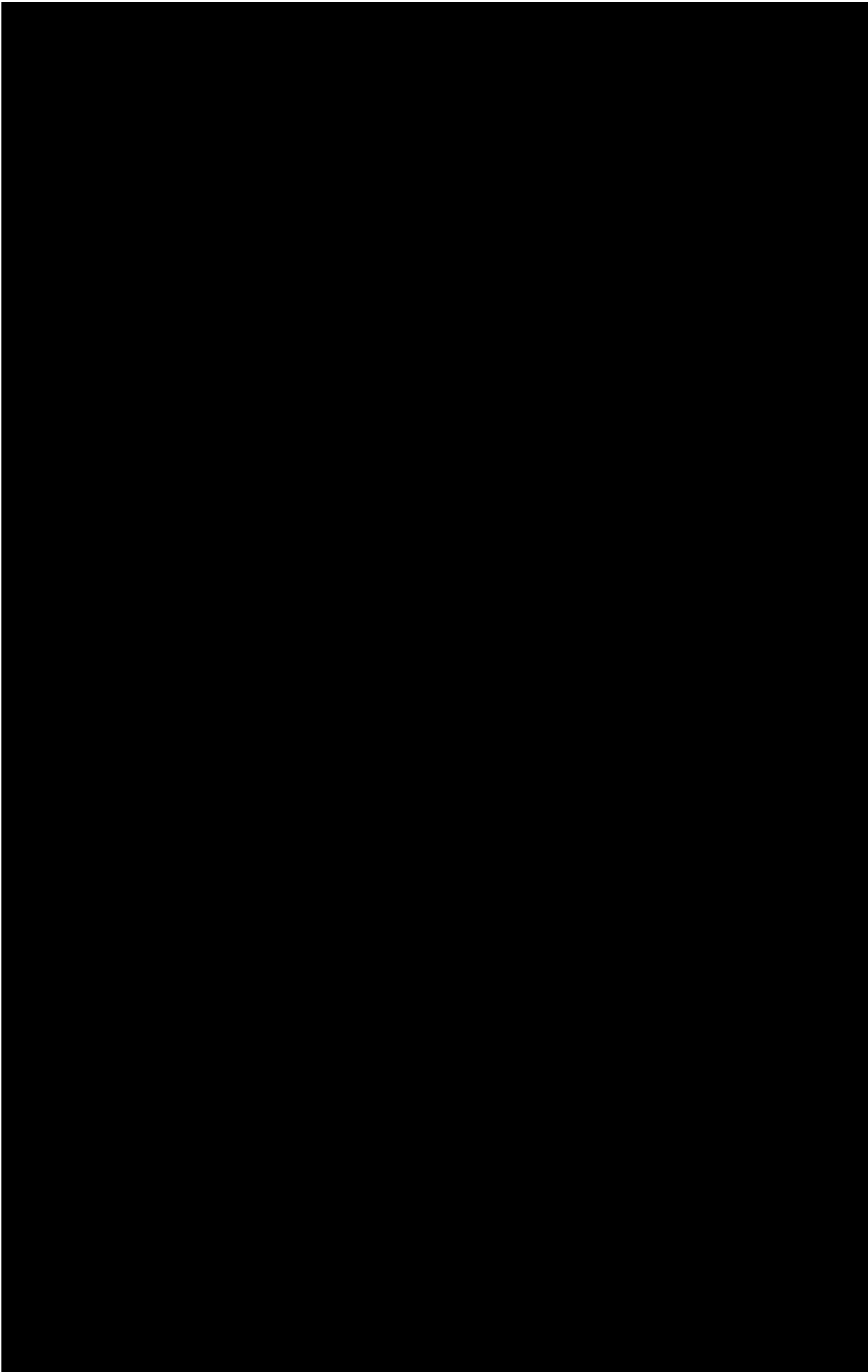


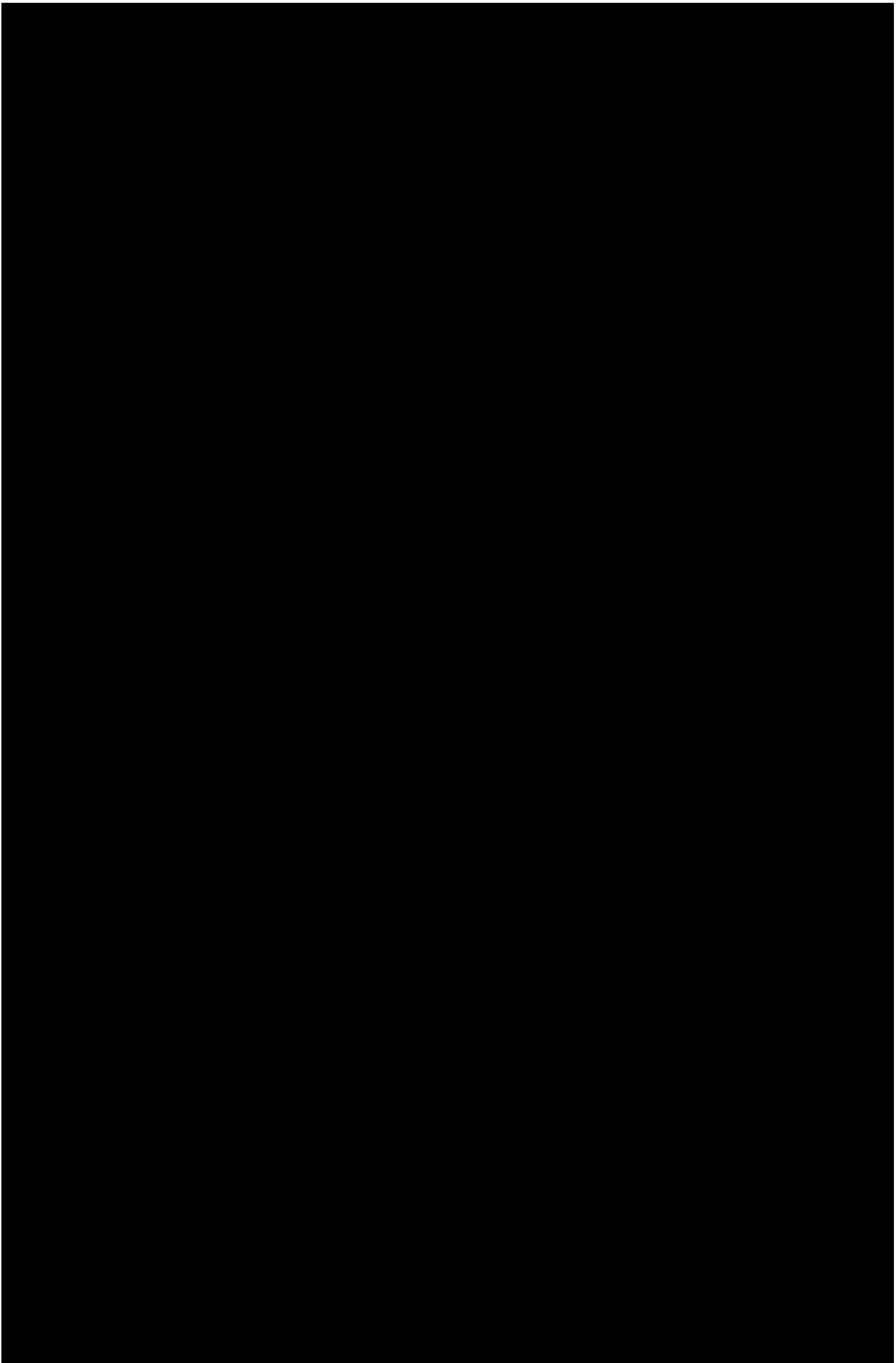


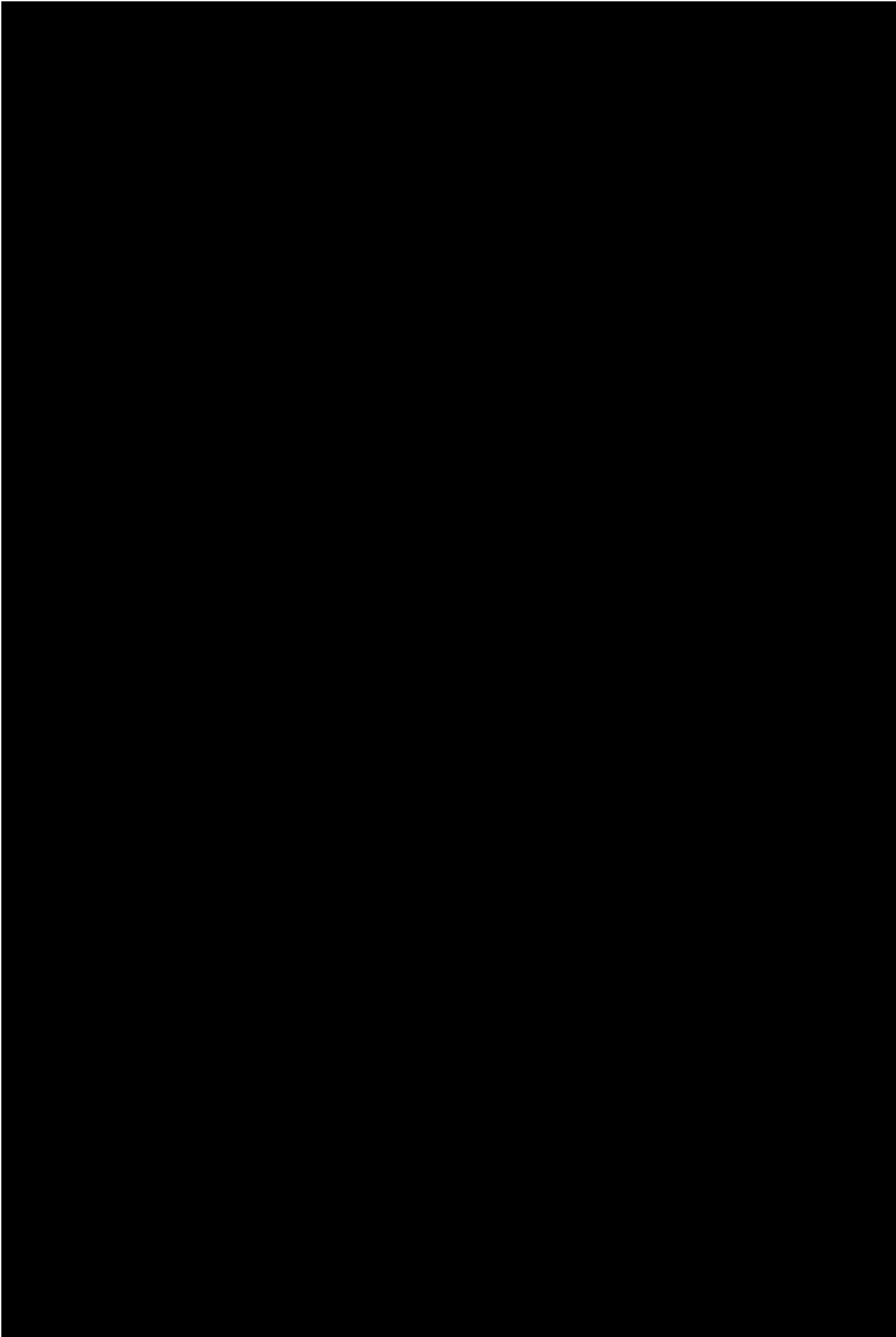


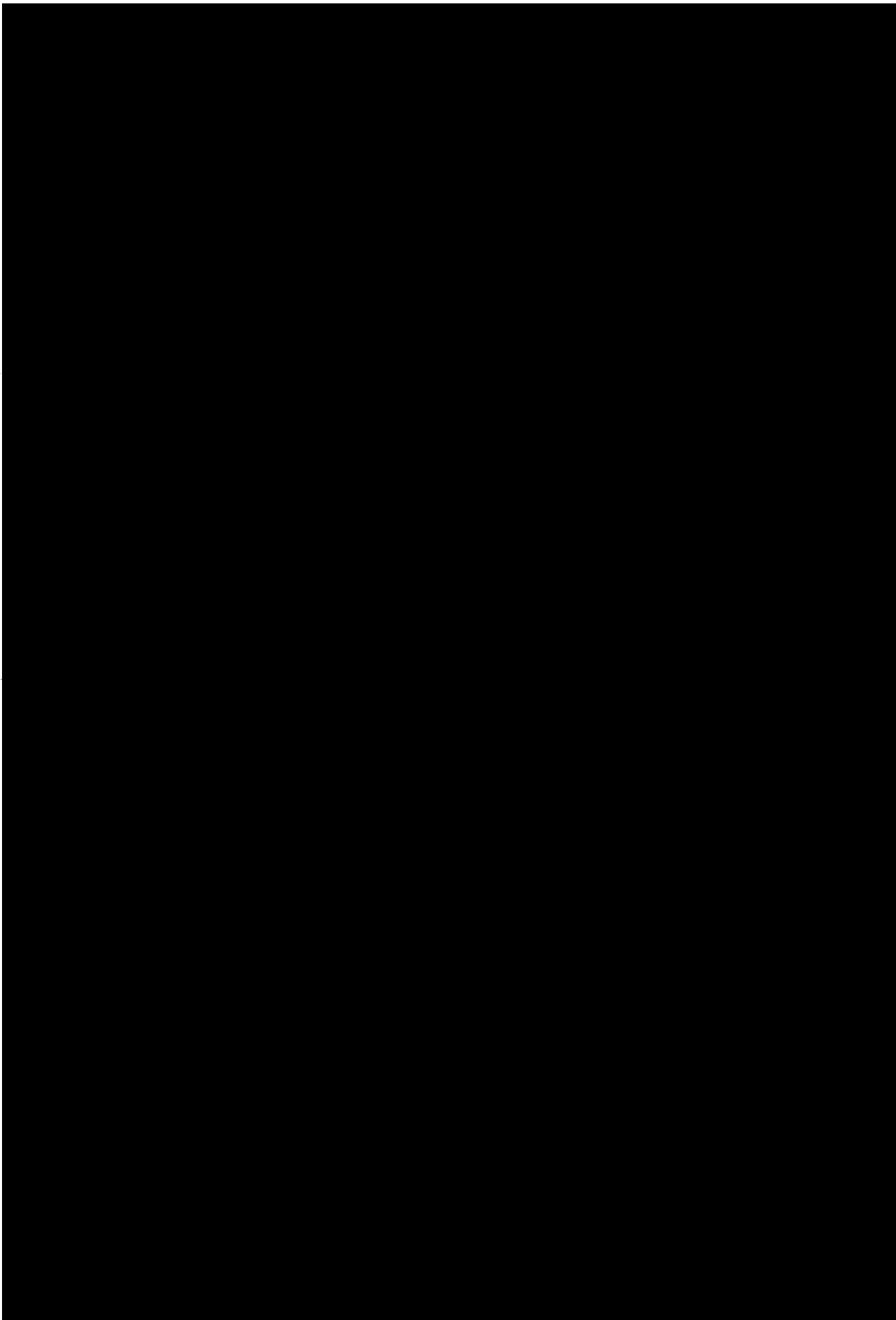


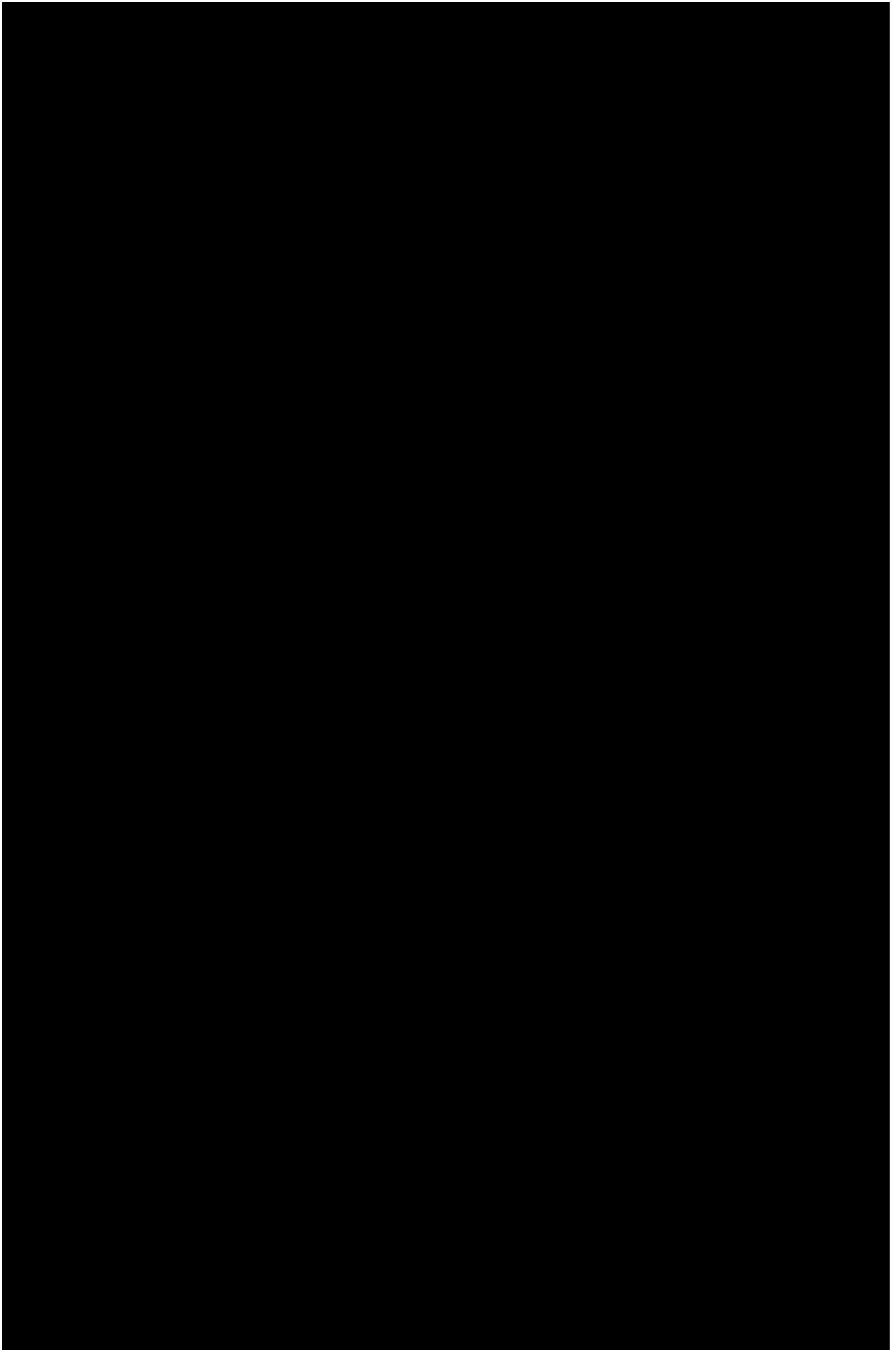


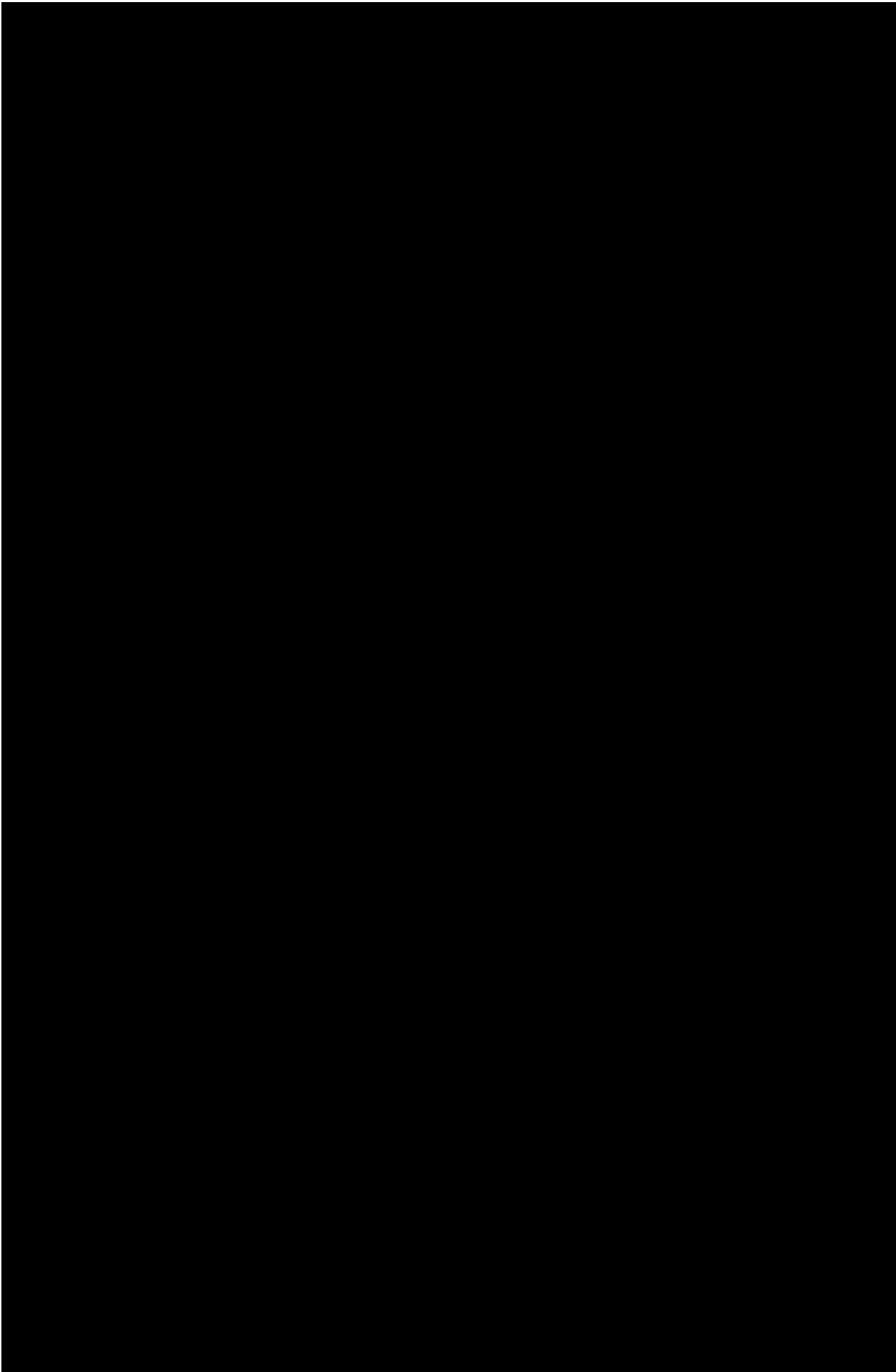


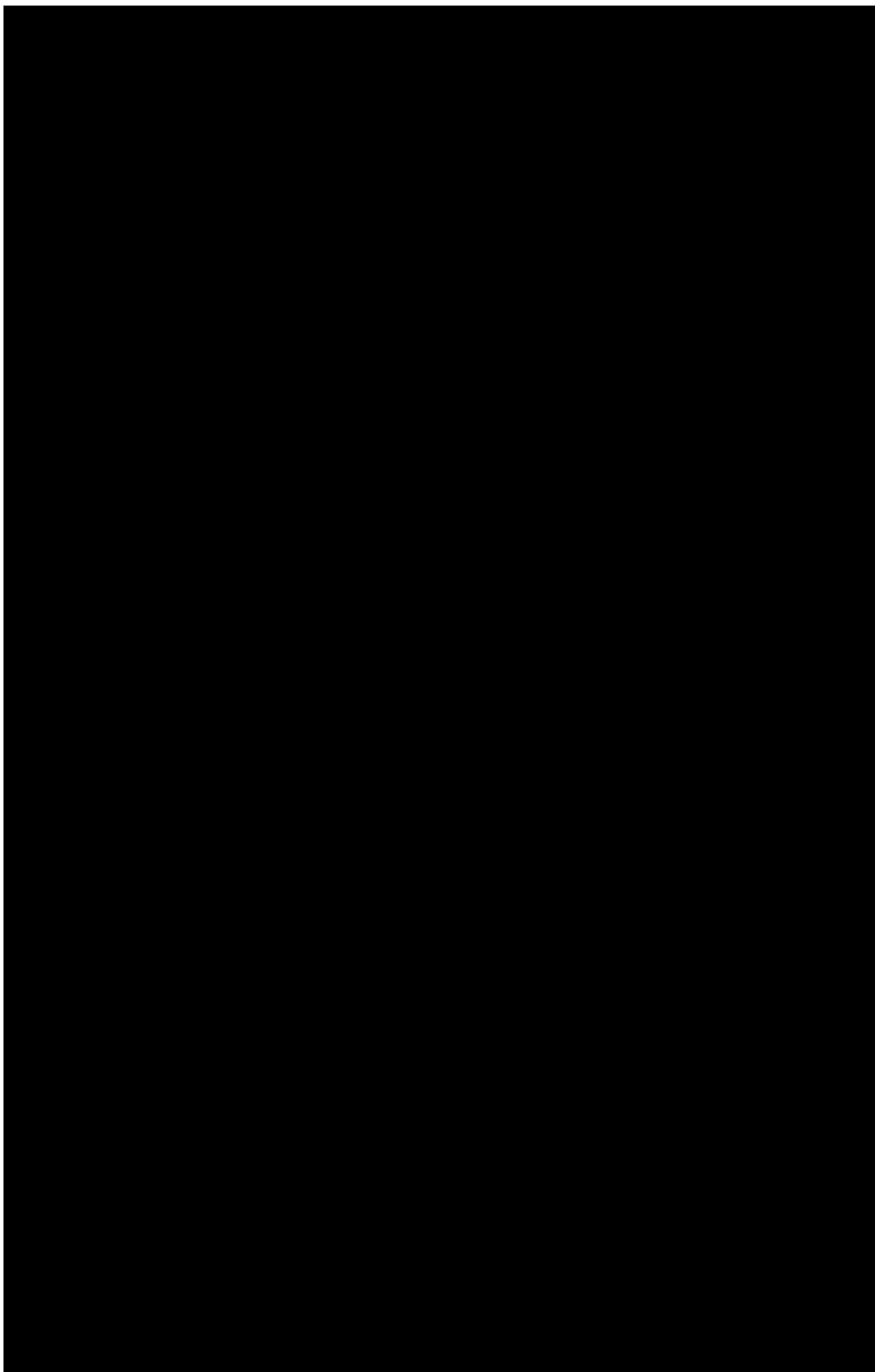


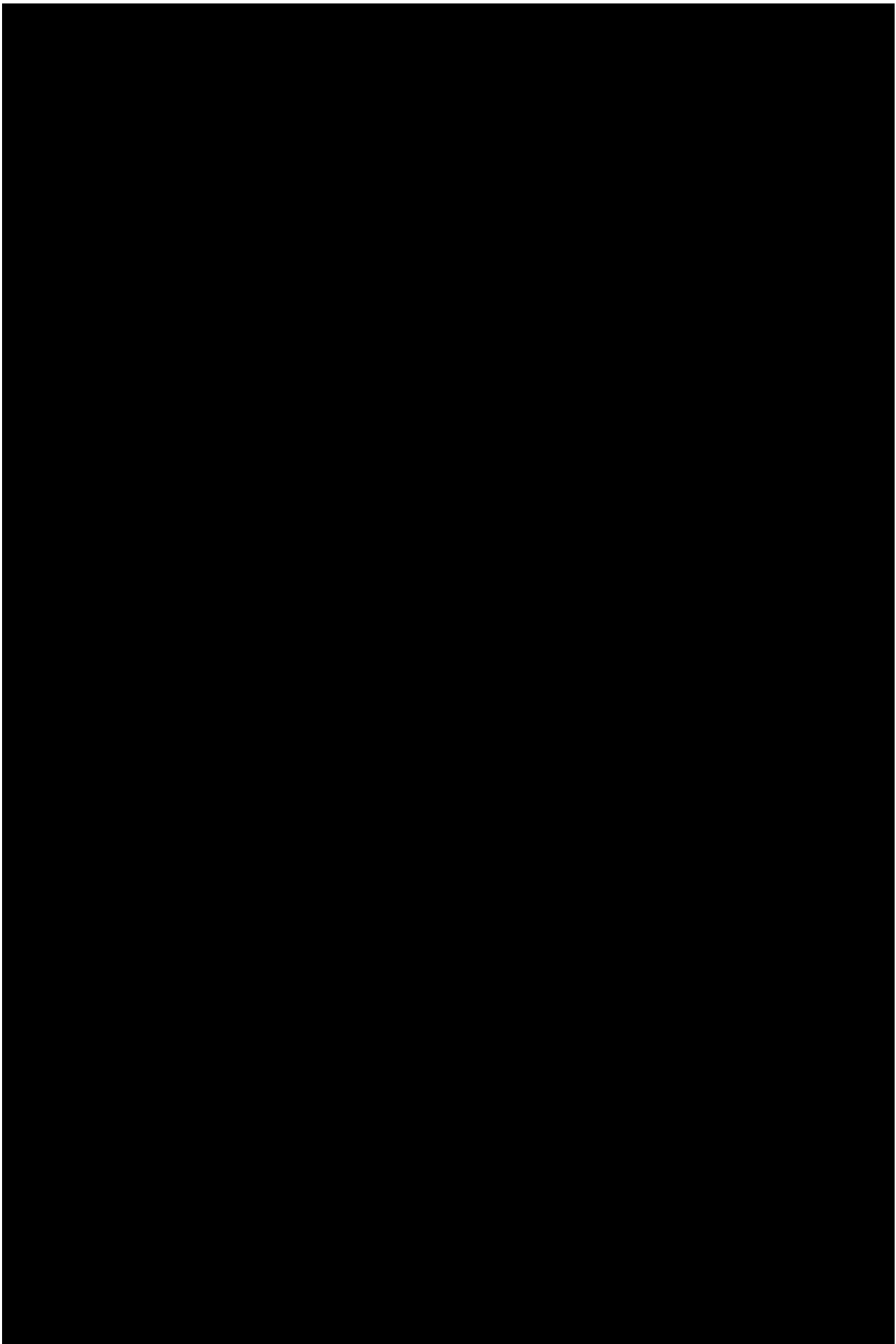


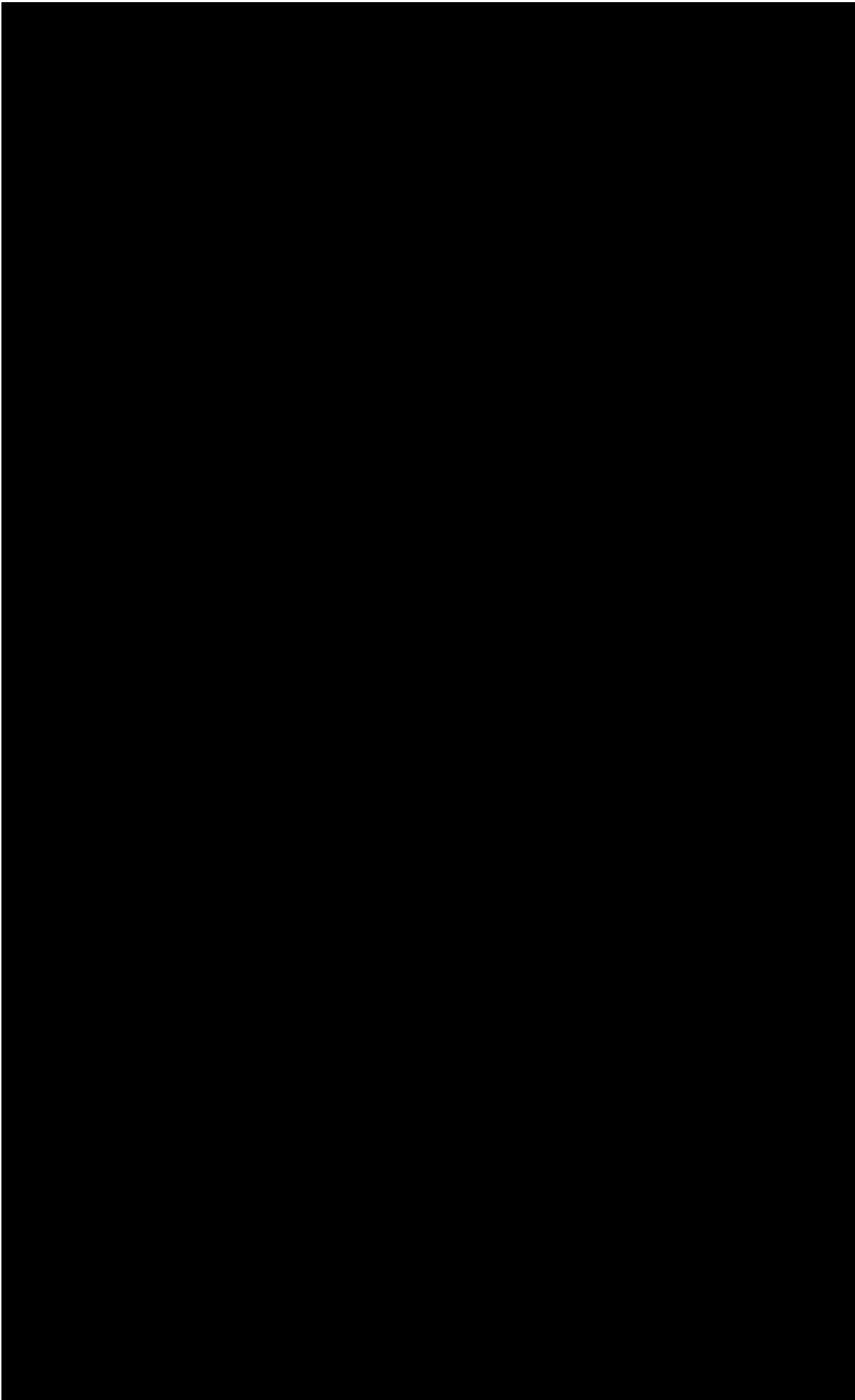






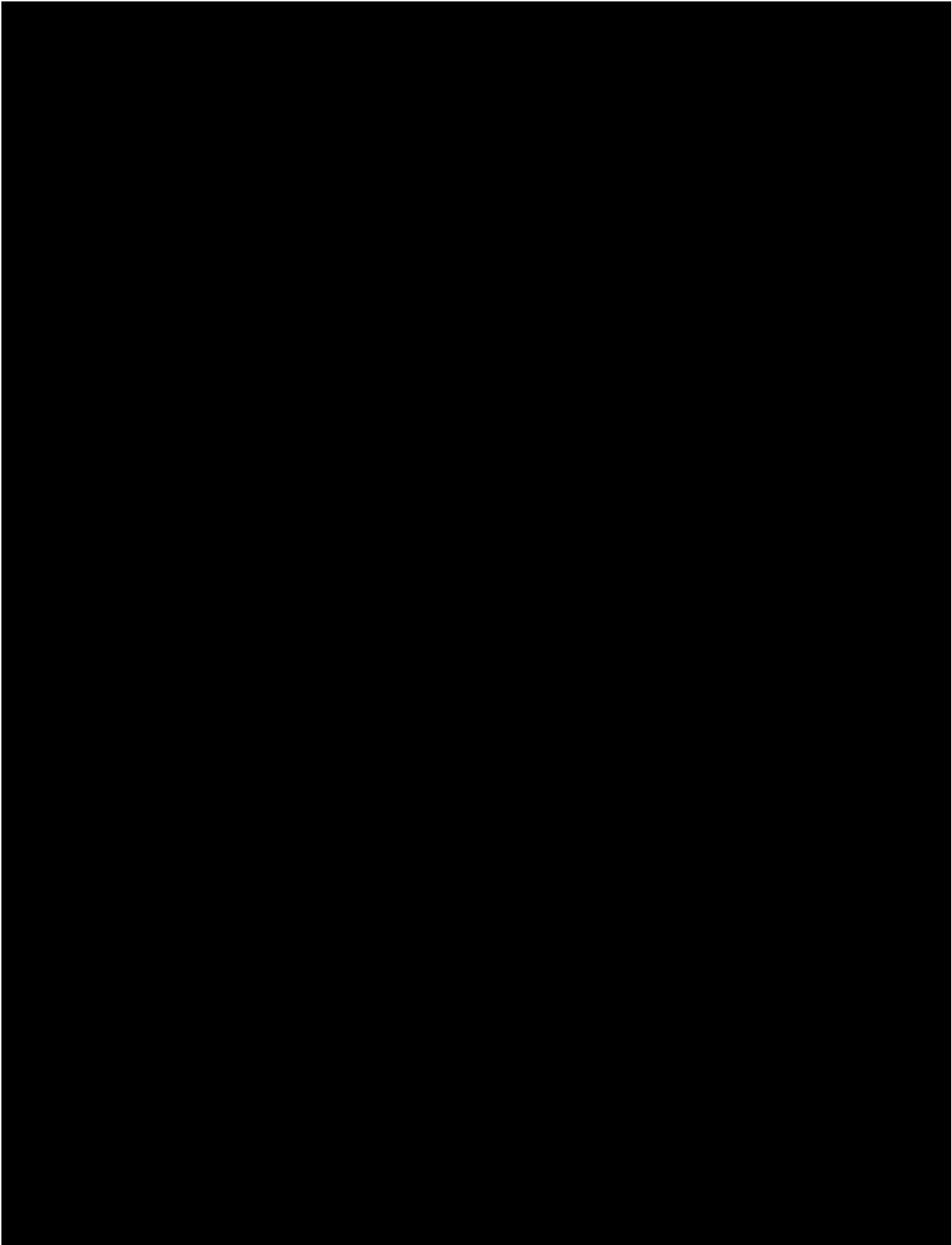


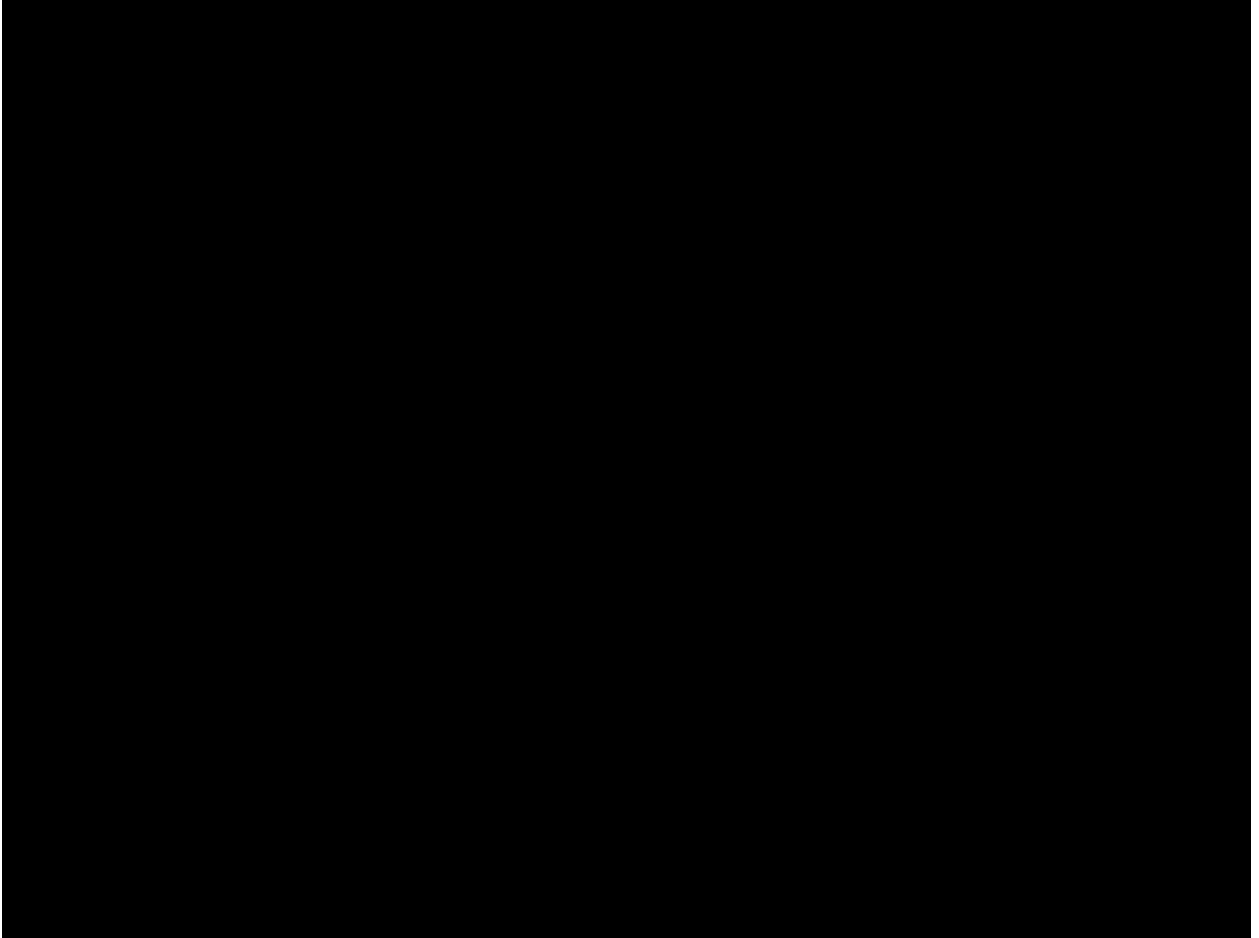




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SCHEDULE A27 – FORM OF COLLATERAL WARRANTY DEED POLL

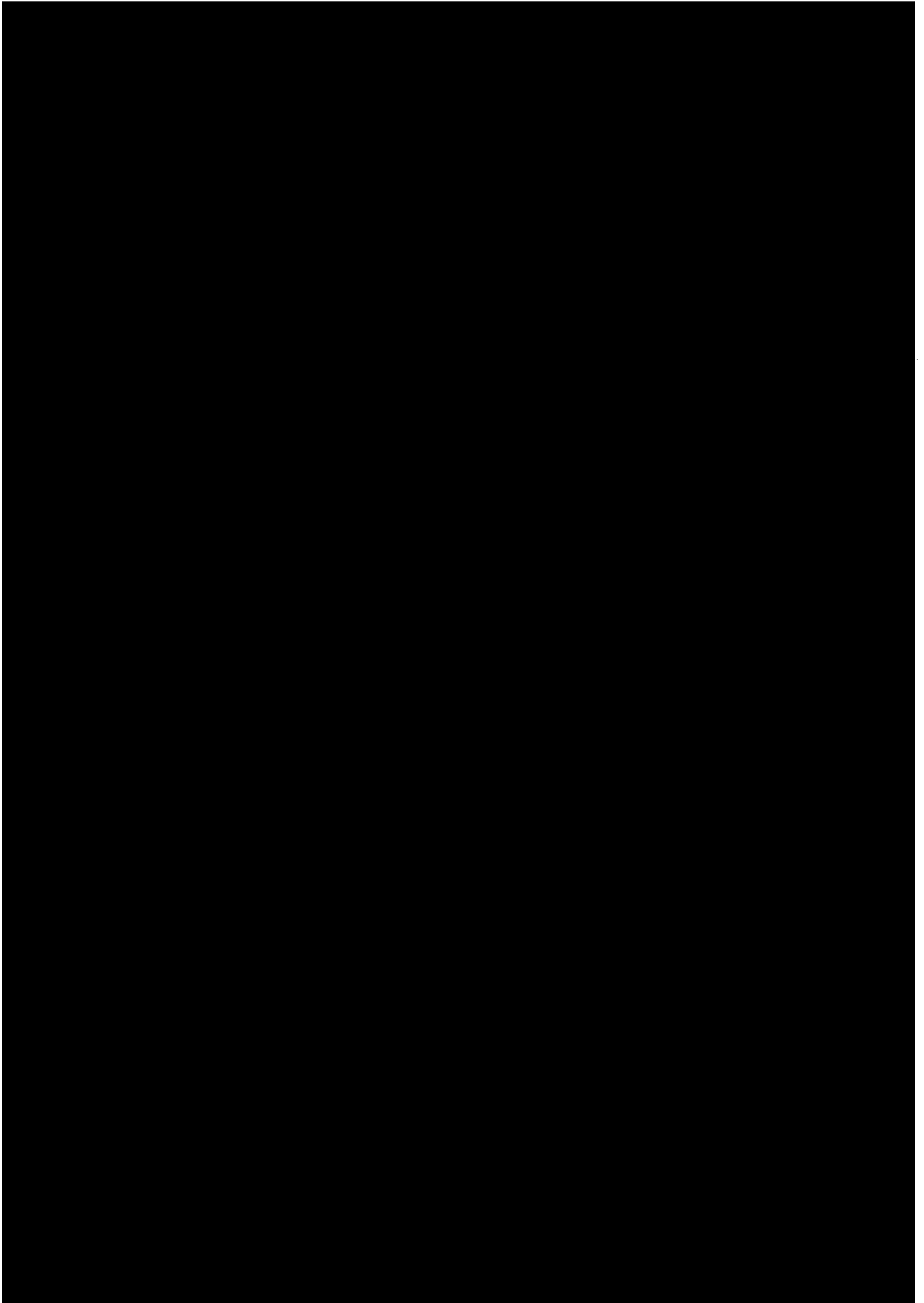


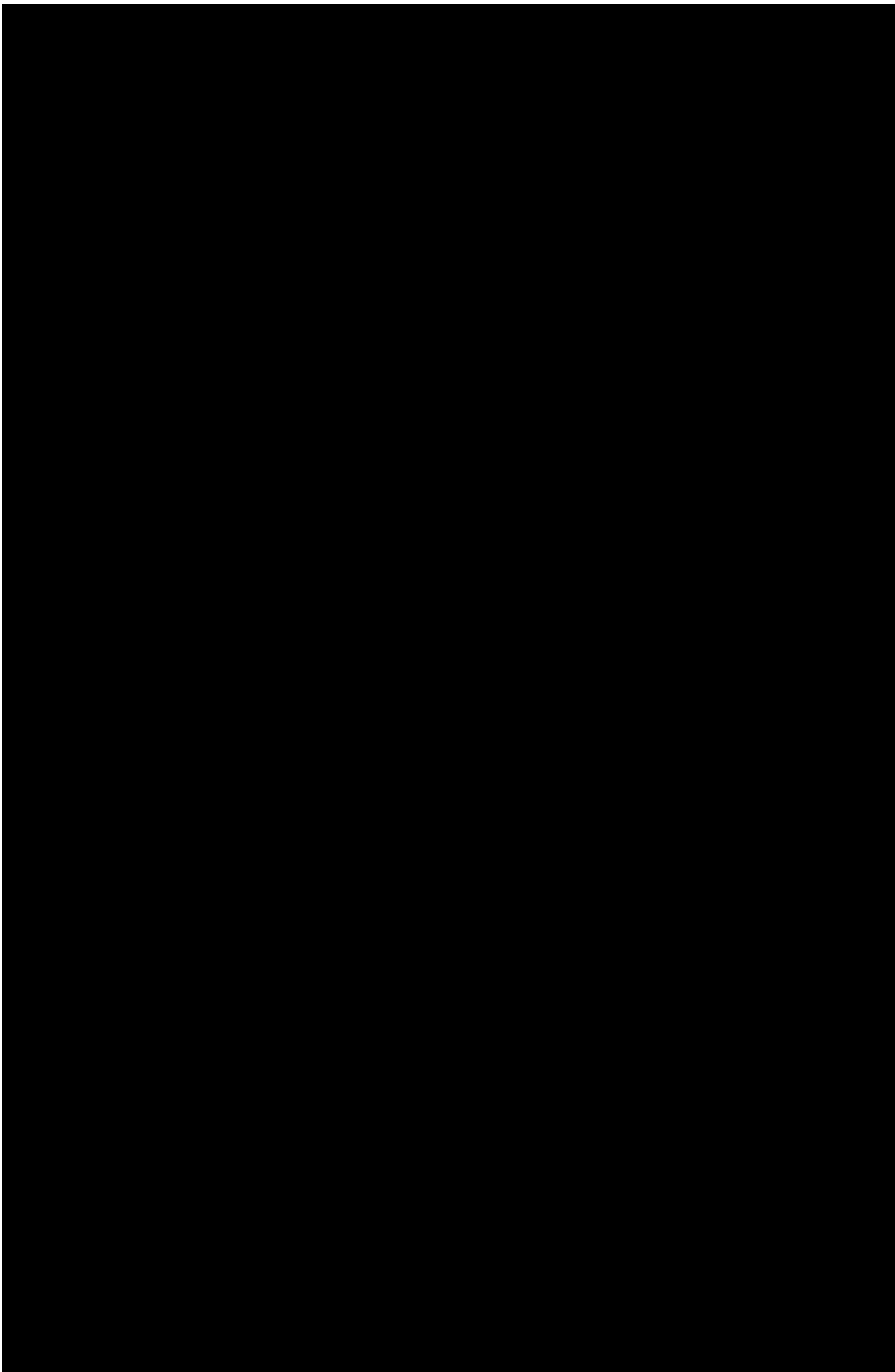


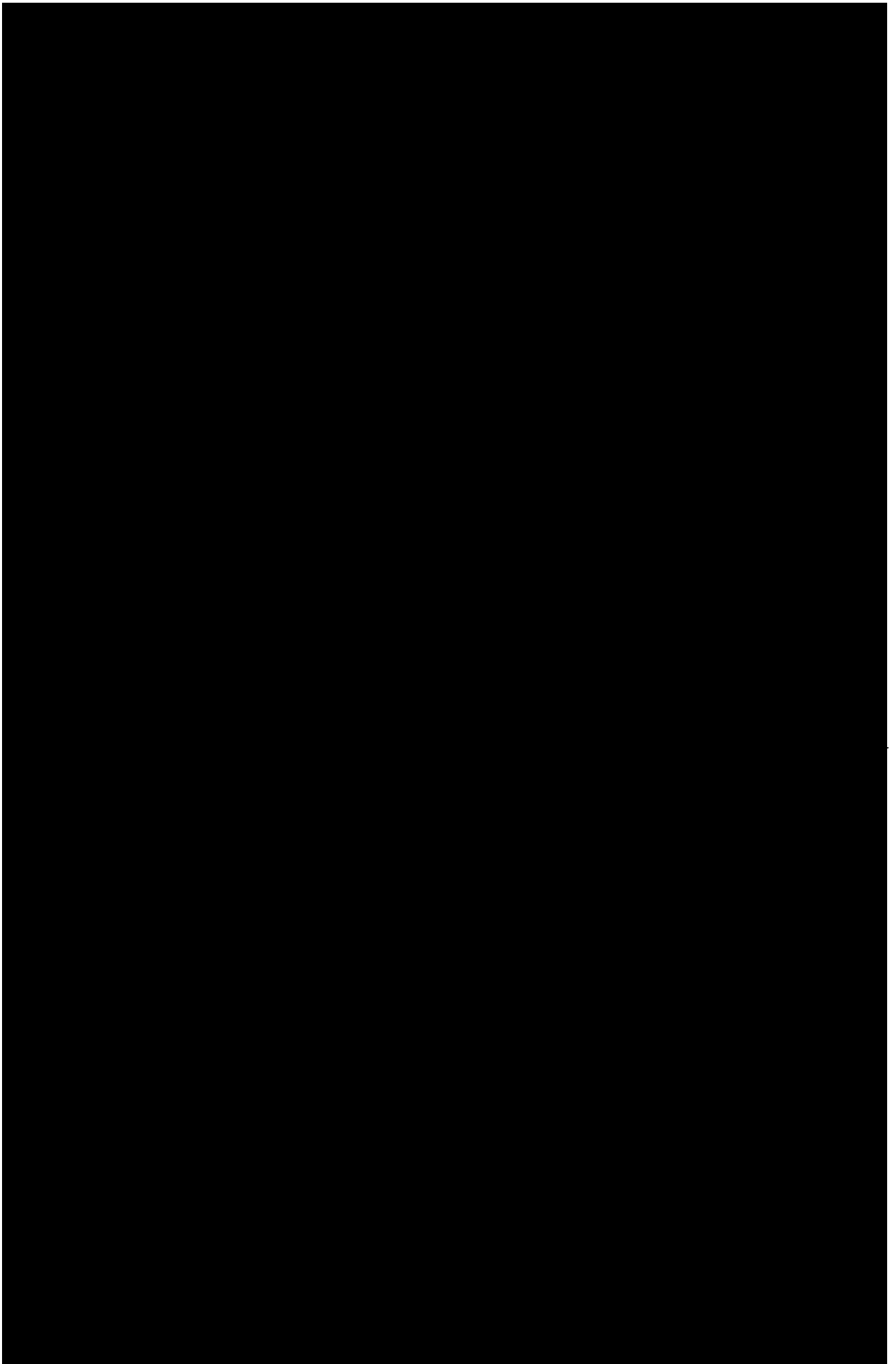


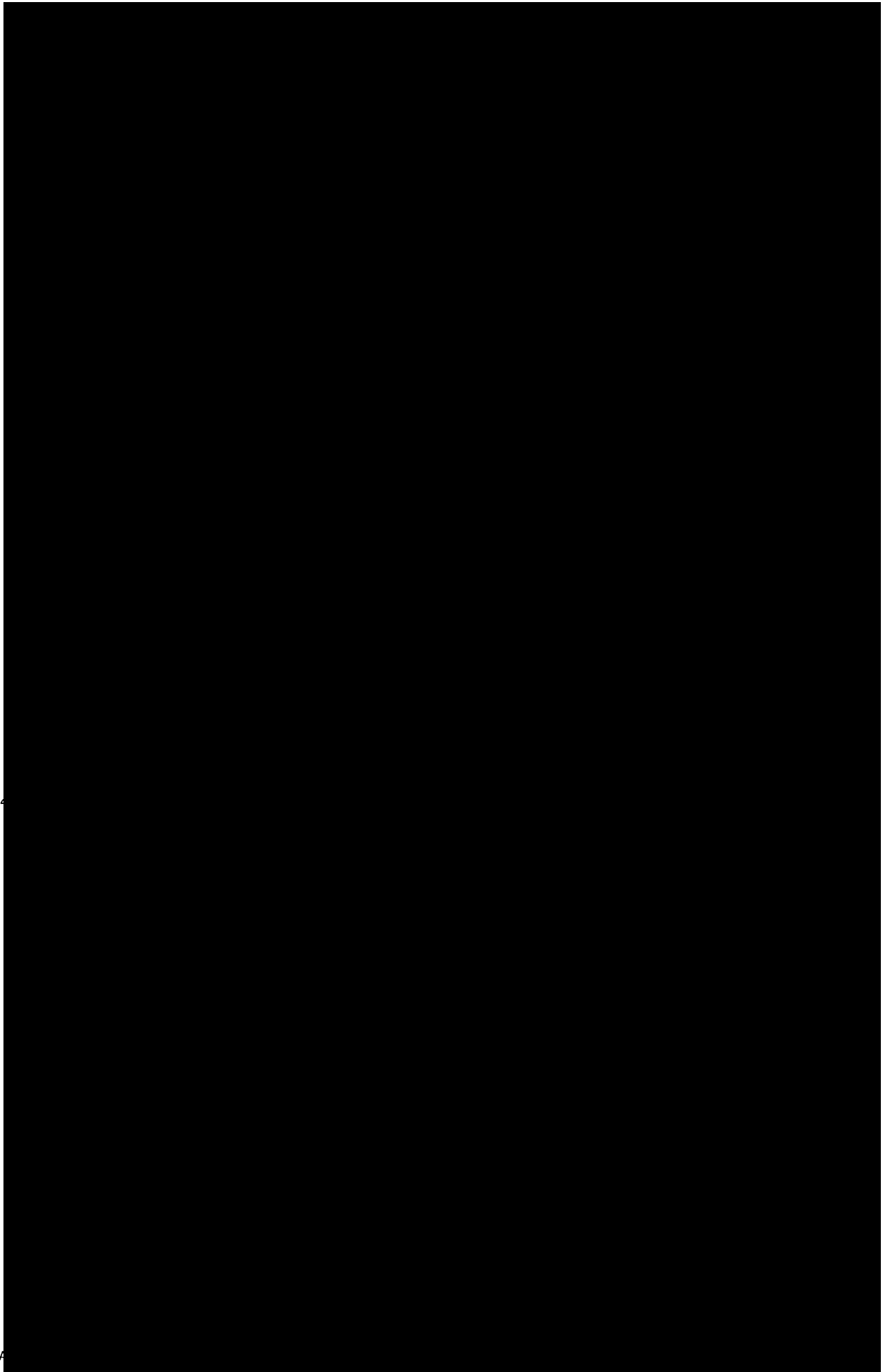
SCHEDULE A28 - VERTICAL TRANSPORTATION - DSI CONTRACT TERMS SHEET

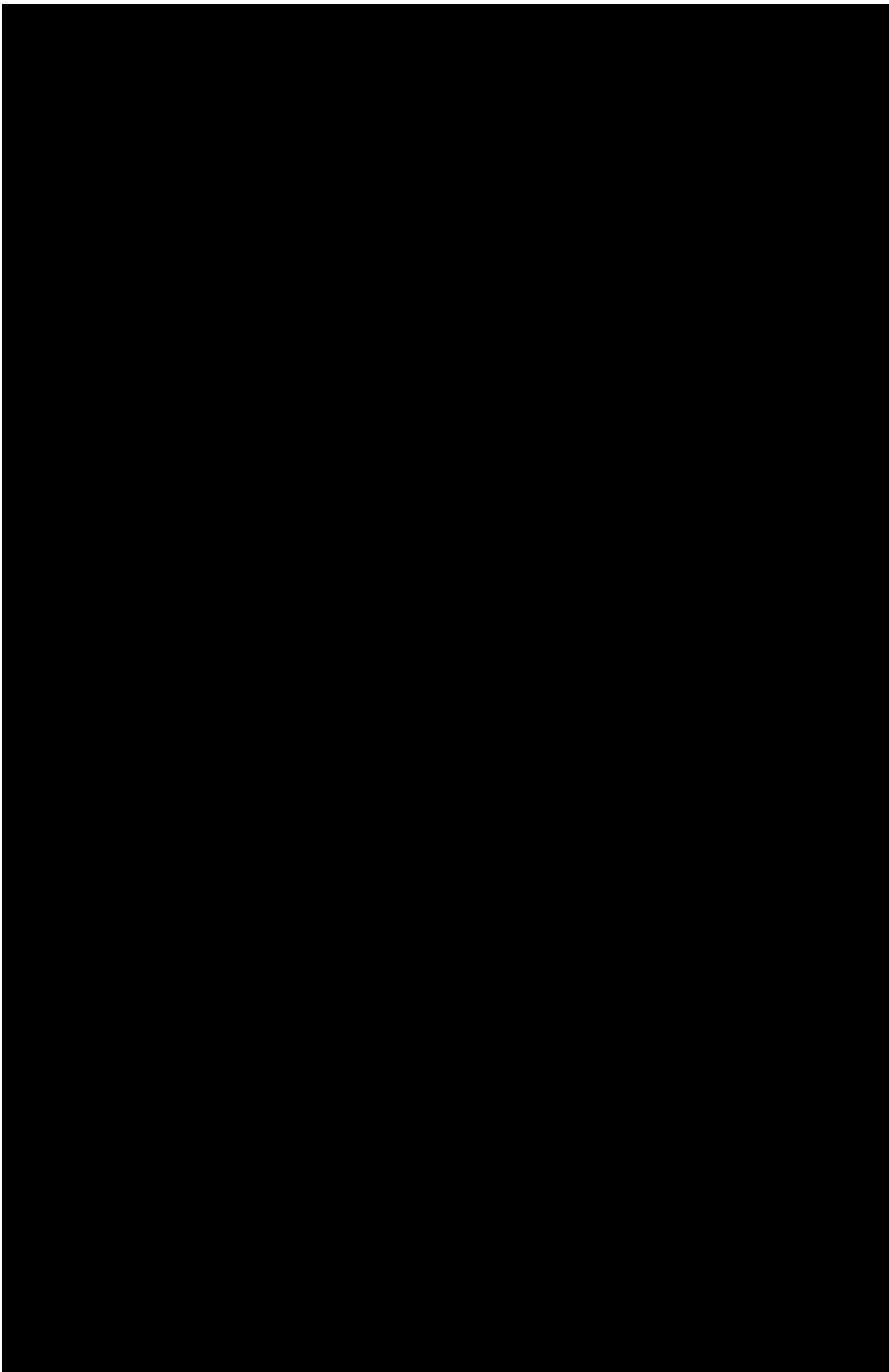
(Clause 12.17)

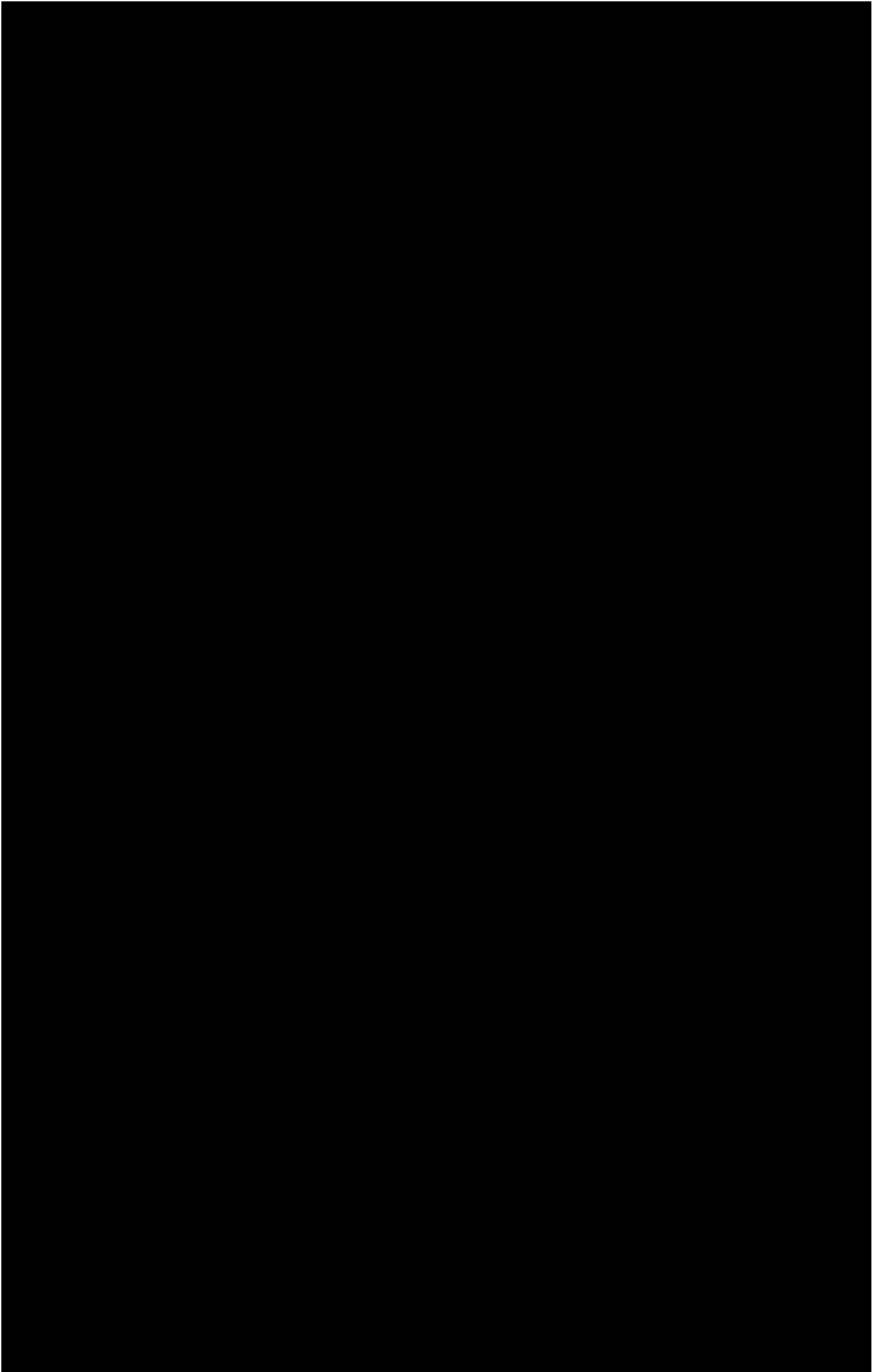


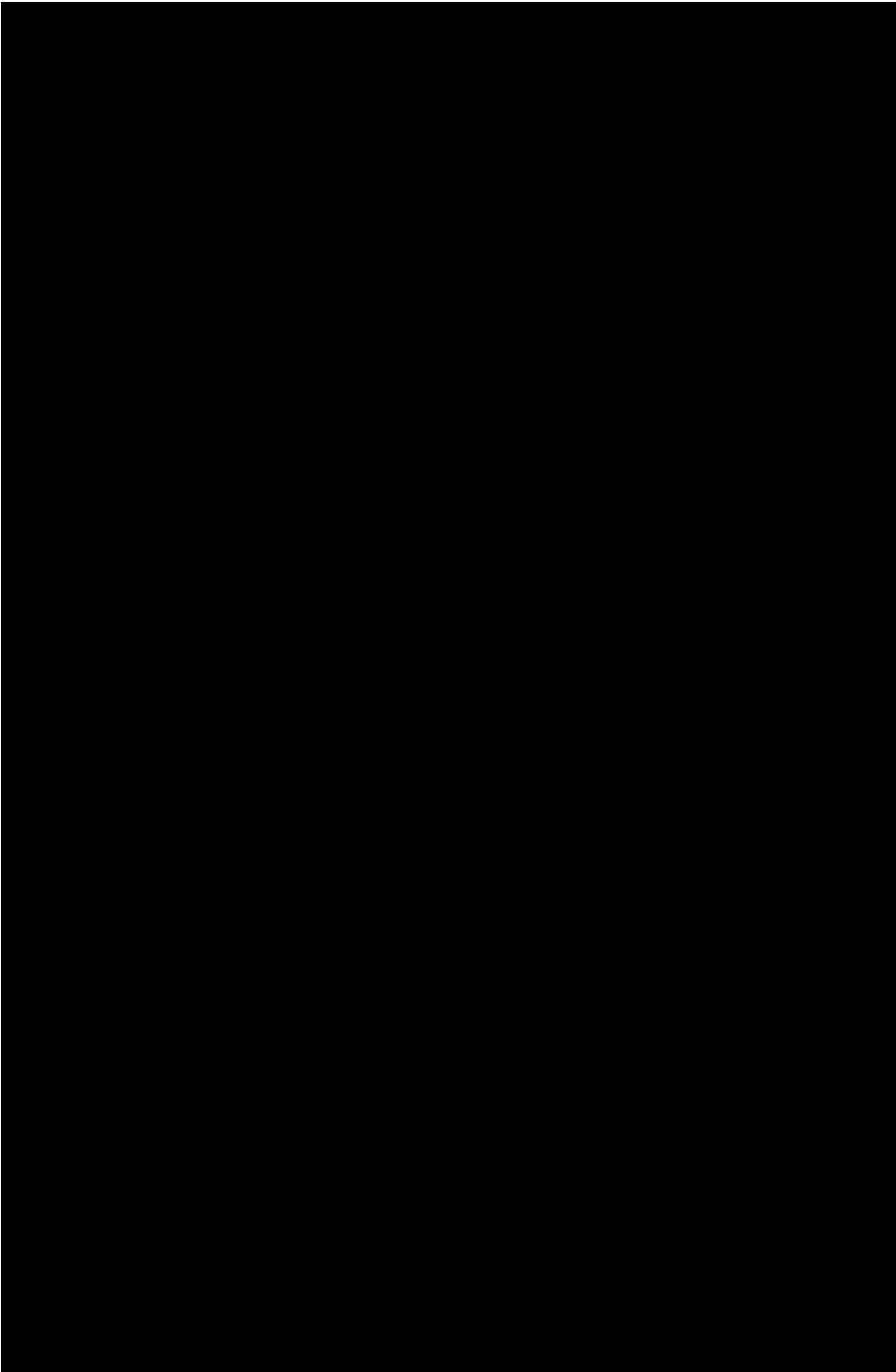


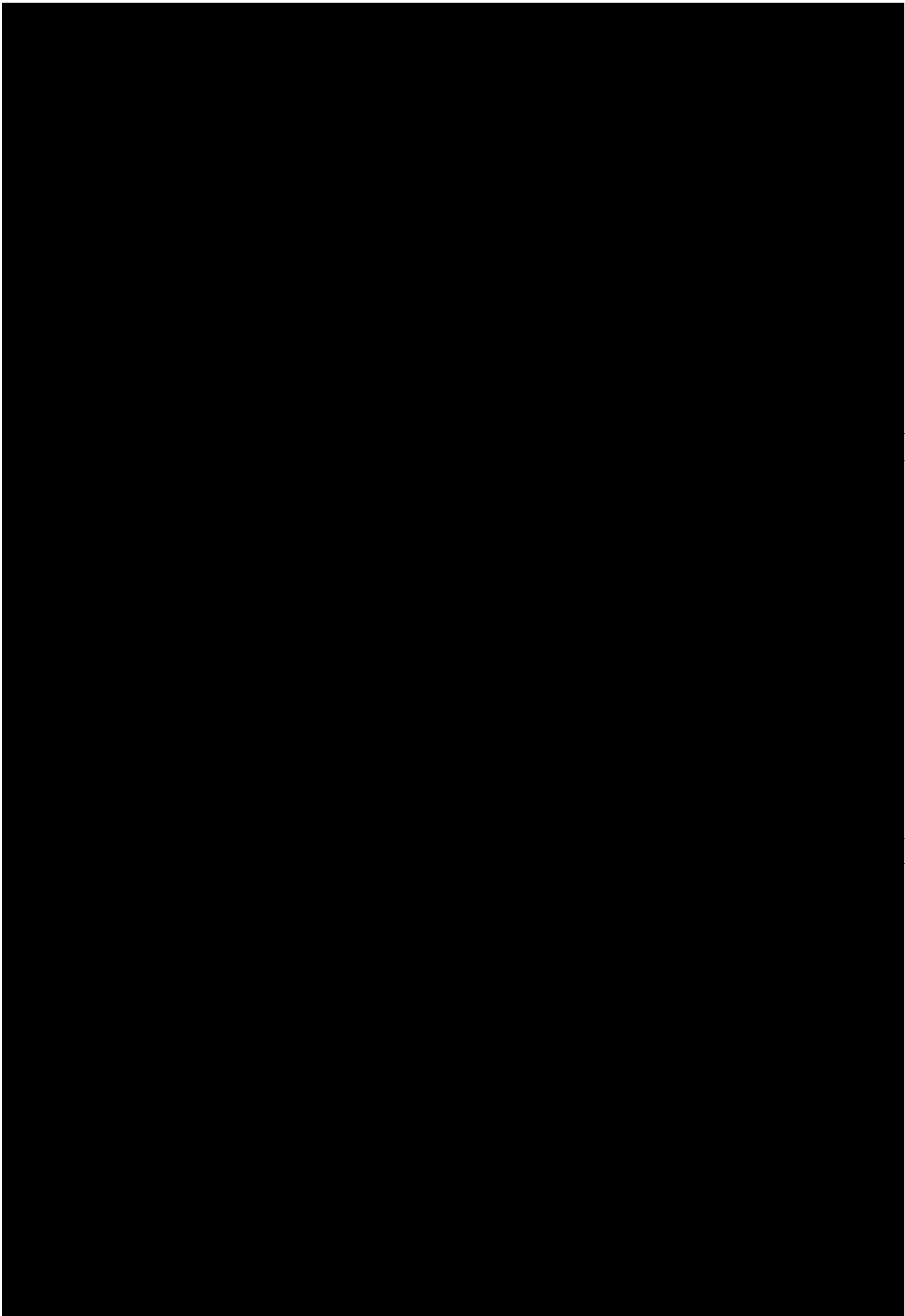


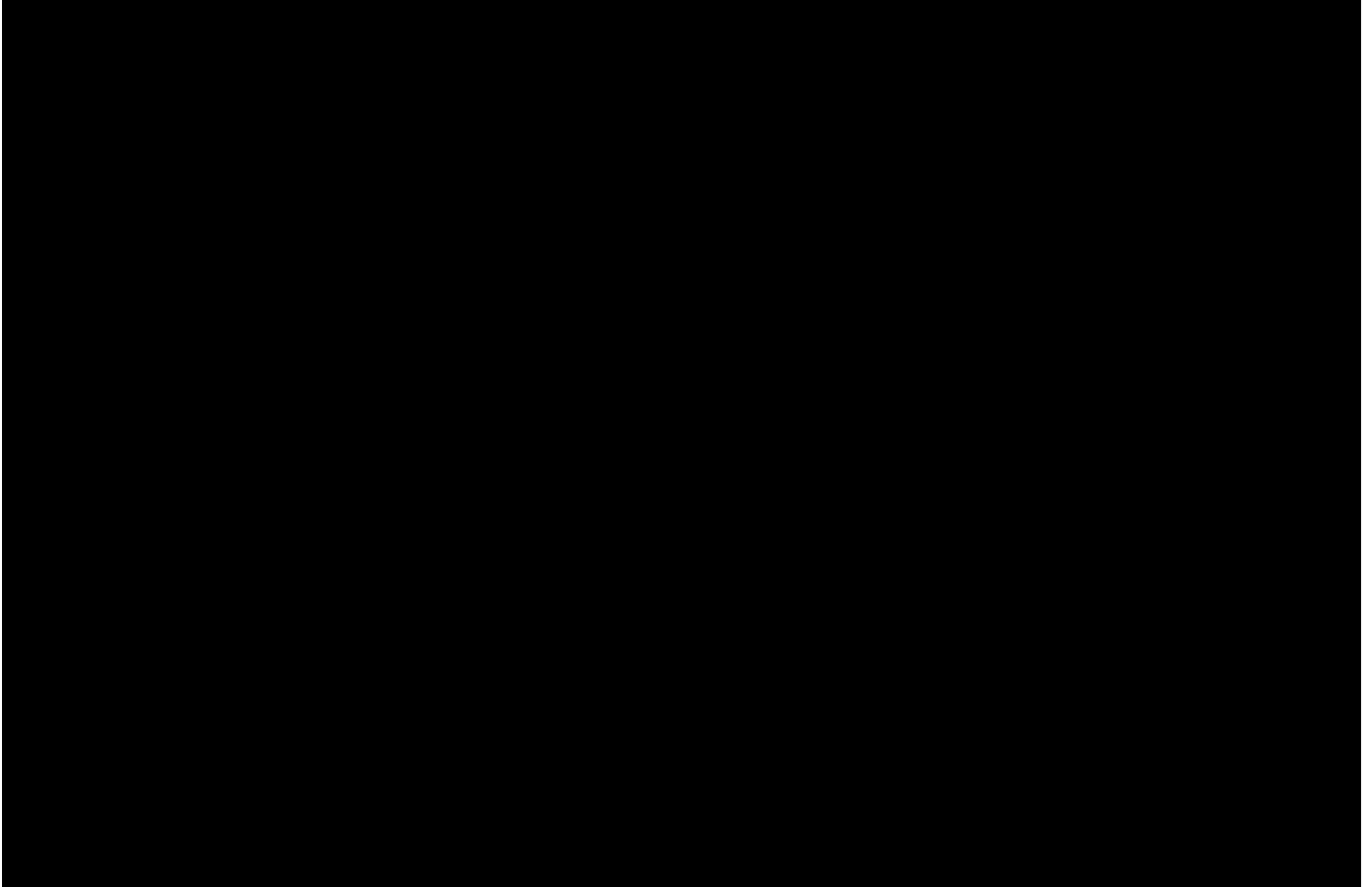


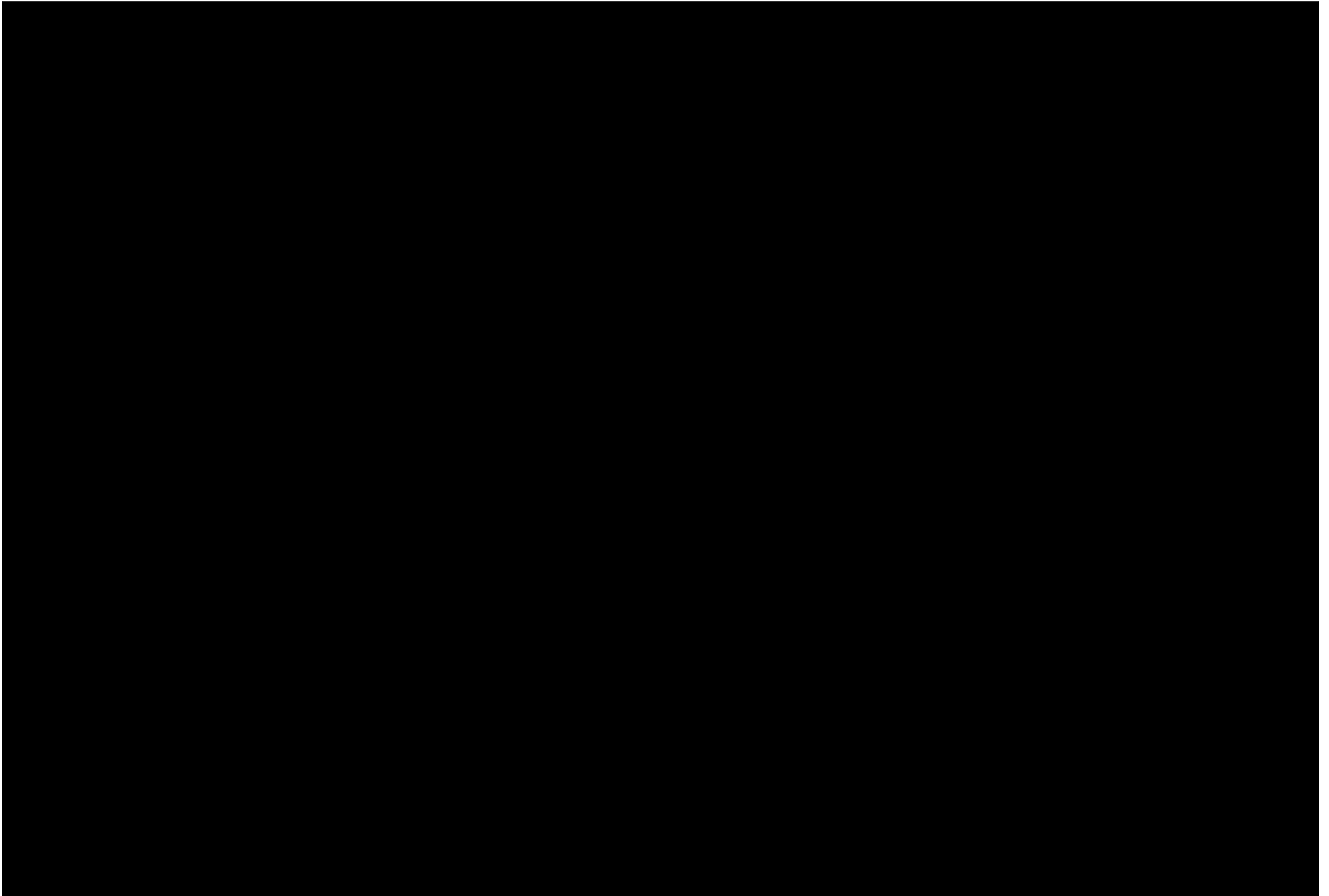


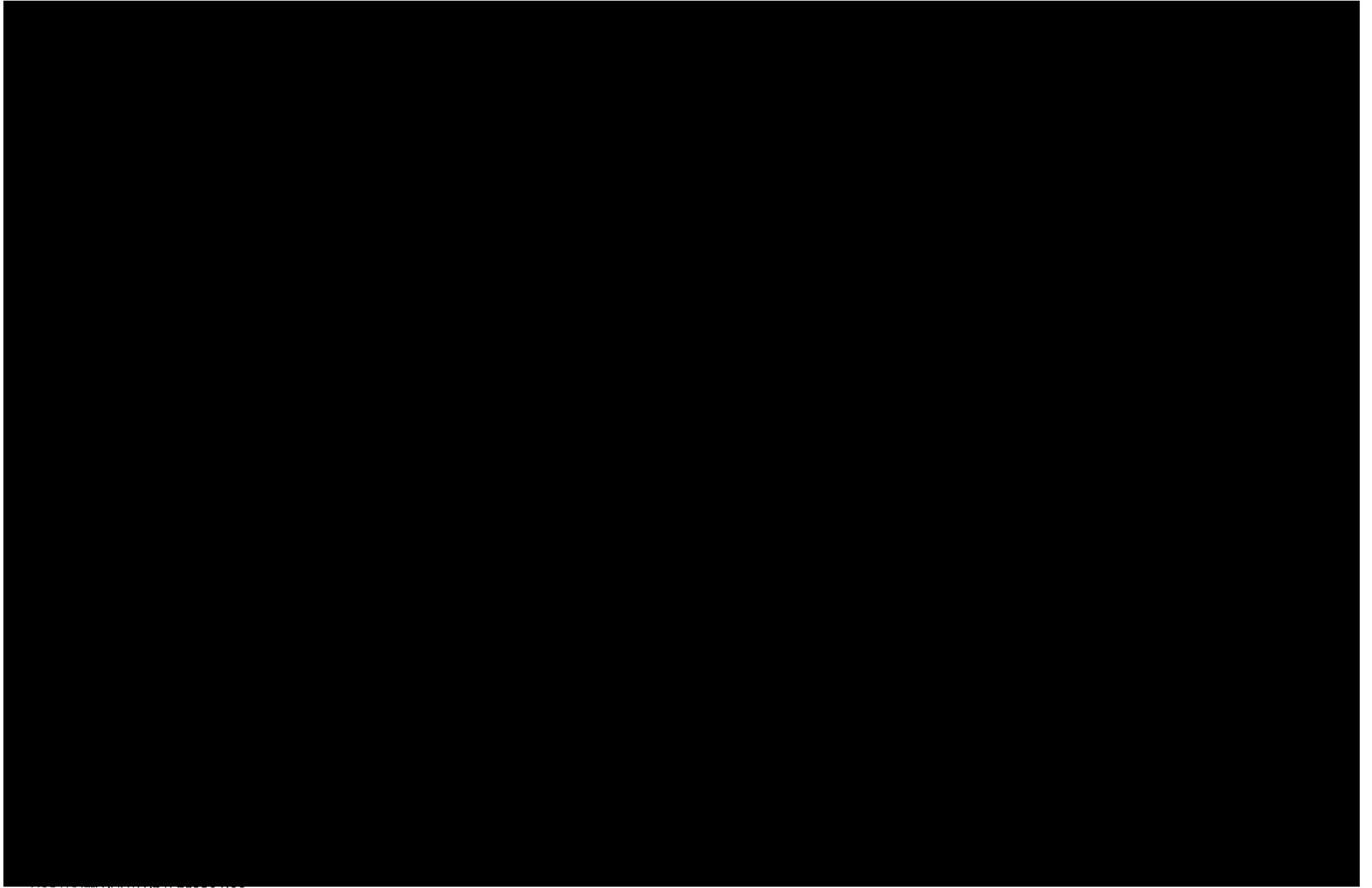


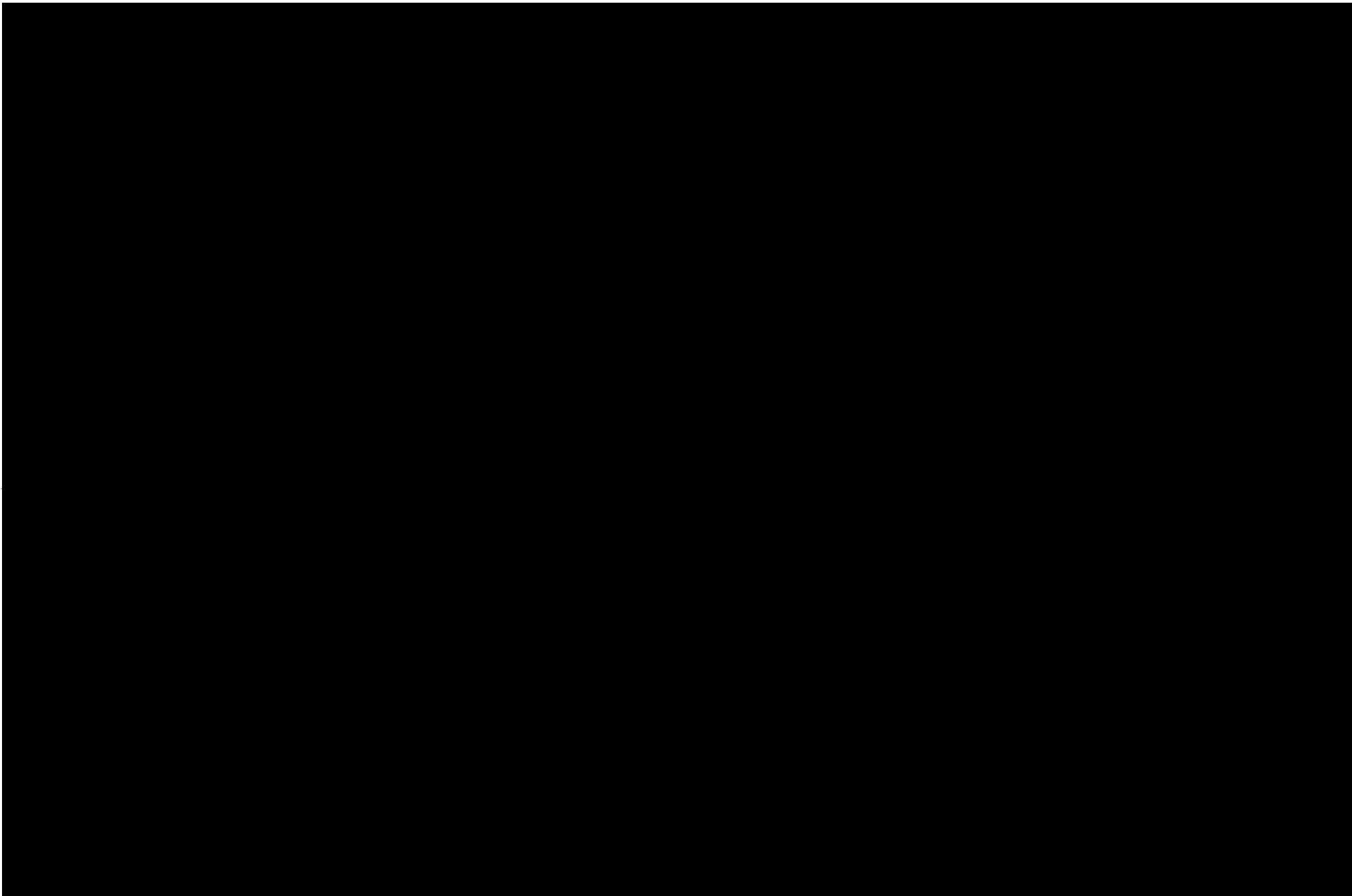












SCHEDULE B1. – SSJ CONTRACTOR'S DESIGN CERTIFICATE – DESIGN STAGES 1 & 2

(Clause 10.6(a))

To: The Principal's Representative

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

This certificate is given in accordance with the "Sydney Metro City & Southwest Sydenham Station and Junction Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**SSJ Contract**). Words defined in the SSJ Contract have the same meaning in this certificate.

In accordance with the terms of clause 10.6(a) of the SSJ Contract, the SSJ Contractor certifies that the attached Design Documentation complies with all requirements of the SSJ Contract, including the SWTC.

Signed for and on behalf of the SSJ Contractor by:

Signature:	
Name:	
Position:	
Date:	

**SCHEDULE B2. – SSJ CONTRACTOR AND SUBCONTRACTOR DESIGN CERTIFICATE –
DESIGN STAGE 3**

(Clause 10.6(b))

To: The Principal's Representative

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

[Insert name of Subcontractor] (ABN [])

This certificate is given in accordance with the " Sydney Metro City & Southwest Sydenham Station and Junction Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**SSJ Contract**). Words defined in the SSJ Contract have the same meaning in this certificate.

This section to be completed by SSJ Contractor:

In accordance with the terms of clause 10.6(b)(i) of the SSJ Contract, the SSJ Contractor certifies that the attached Design Documentation:

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

Signed for and on behalf of the SSJ Contractor by:

Signature:	
Name:	
Position:	
Date:	

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

In accordance with the terms of clause 10.6(b)(ii) of the SSJ Contract, the Subcontractor certifies that the attached Design Documentation complies with all requirements of the SSJ Contract, including the SWTC, to the extent those requirements are relevant to the Subcontractor's scope of work.

Signed for and on behalf of the Subcontractor by:

Signature:	
Name:	
Position:	
Date:	

SCHEDULE B3. – SSJ CONTRACTOR'S CERTIFICATE OF COMPLETION

(Clauses 1.1 and 17.4(a))

[The Principal's Representative / The Independent Certifier]

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

This certificate is given in accordance with the "Sydney Metro City & Southwest Sydenham Station and Junction Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**SSJ Contract**). Words defined in the SSJ Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 17.4(a) of the SSJ Contract, we hereby certify that Completion of Portion [] has been achieved by the SSJ Contractor on [] in accordance with the terms of the SSJ Contract.

.....

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

SCHEDULE B4. – SSJ CONTRACTOR'S CERTIFICATE - CONSTRUCTION COMPLETION

(Clauses 1.1 and 17.2(d))

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

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

This certificate is given in accordance with the "Sydney Metro City & Southwest Sydenham Station and Junction Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**SSJ Contract**). Words defined in the SSJ Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 17.2(d) of the SSJ Contract, we hereby certify that Construction Completion of Portion [] has been achieved by the SSJ Contractor on [] in accordance with the terms of the SSJ Contract.

.....

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

5A Where the SSJ Contractor holds any retention money from a Subcontractor, the SSJ Contractor has complied with all requirements under the Building and Construction Industry Security of Payment Amendment (Retention Money Trust Account) Regulation 2015 (NSW), with the exception of the items listed below:

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

6. In all cases where a subcontractor or supplier to the SSJ Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the SSJ Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the SSJ Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the SSJ Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the SSJ Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.

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

8. The SSJ Contractor has been informed by each subcontractor to the SSJ Contractor (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

- (a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and
- (b) that all their employees and subcontractors, as at the date of the making of such a declaration:
 - i) have been paid all remuneration and benefits due and payable to them by; or
 - ii) had accrued to their account all benefits to which they are entitled from;

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

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

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

Subcontractor:	Due
amount unpaid:	

insert names and addresses of the SSJ Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due to each of them by the SSJ Contractor in

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

respect of this claim

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

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

Employee, subcontractor or supplier: Amount unpaid or not accrued:

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

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

11. Attached to and forming part of this declaration, as Annexure B, is a "Subcontractor's Statement" given by the SSJ Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Pay-Roll Tax Act 1971 and Industrial Relations Act 1996) which is a written statement:

- (a) under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;
- (b) under section 18(6) of Schedule 2 of part 5 of the Pay-Roll Tax Act 2007 in the form and providing the detail required by that legislation; and
- (c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.

12. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.

13. All statutory declarations and Subcontractor's Statements received by the SSJ Contractor from subcontractors were:

- (a) given to the SSJ Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987, the Pay-Roll Tax Act 2007 and the Industrial Relations Act 1996 ("Acts"); and
- (b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.

14. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the SSJ Contractor by its subcontractors, as referred to in this

declaration.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at on
.....
(place) (day) (month) (year)

.....
(Signature of Declarant)

Before me:

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

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

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

And as a witness, I certify the following matters concerning the person who made this declaration (**declarant**):

[*strike out the text that does not apply]

1. *I saw the face of the declarant.

OR

*I did not see the face of the declarant because the declarant was wearing a face covering, but I am satisfied that the declarant had a special justification for not removing the covering.

2. *I have known the declarant for at least 12 months.

OR

*I confirmed the declarant's identity using the following identification document:

Identification document relied on
(may be original or certified copy)

Signature of person before whom the declaration is made

Before me:

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

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

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

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

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

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

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

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

ANNEXURE A

Supporting statement by head contractor regarding payment to subcontractors

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

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

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

ABN: *[ABN]*

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

ABN: *[ABN]*

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

OR

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

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

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

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

Signature:

Date:

Full name:

Position/Title:

Attachment

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

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

ANNEXURE B

Subcontractor's Statement

REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION

(Note 1 - see back of form)

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

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

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

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

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

Contract number/identifier (Note 3)

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

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

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

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box. (Note 6)
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../.....(Note 7)
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)
- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. (Note 9)

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

Signature

Full name.....

Position/Title

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

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

Notes

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

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

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

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

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

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

Statement Retention

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

Offences in respect of a false Statement

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

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

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

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

SCHEDULE B7. – FORM OF CONFIDENTIALITY UNDERTAKING

(Clauses 1.1, 12.7(c)(iii) and 22.11(c)(i))

To: [Insert]

We [Insert name and ABN] of [Insert] the engaged [Designer/Supplier/Contractor/Subcontractor] body, undertake to treat as confidential all information received/generated from Transport for NSW (ABN 18 804 239 602) (**Principal**) in respect of work performed by the Principal.

The Designer/Supplier/Contractor/Subcontractor hereby undertakes:

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

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

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

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

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

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

Dated: *[Insert]*

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

Signature of director

Signature of director/secretary

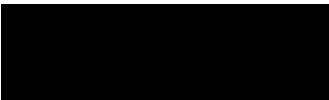
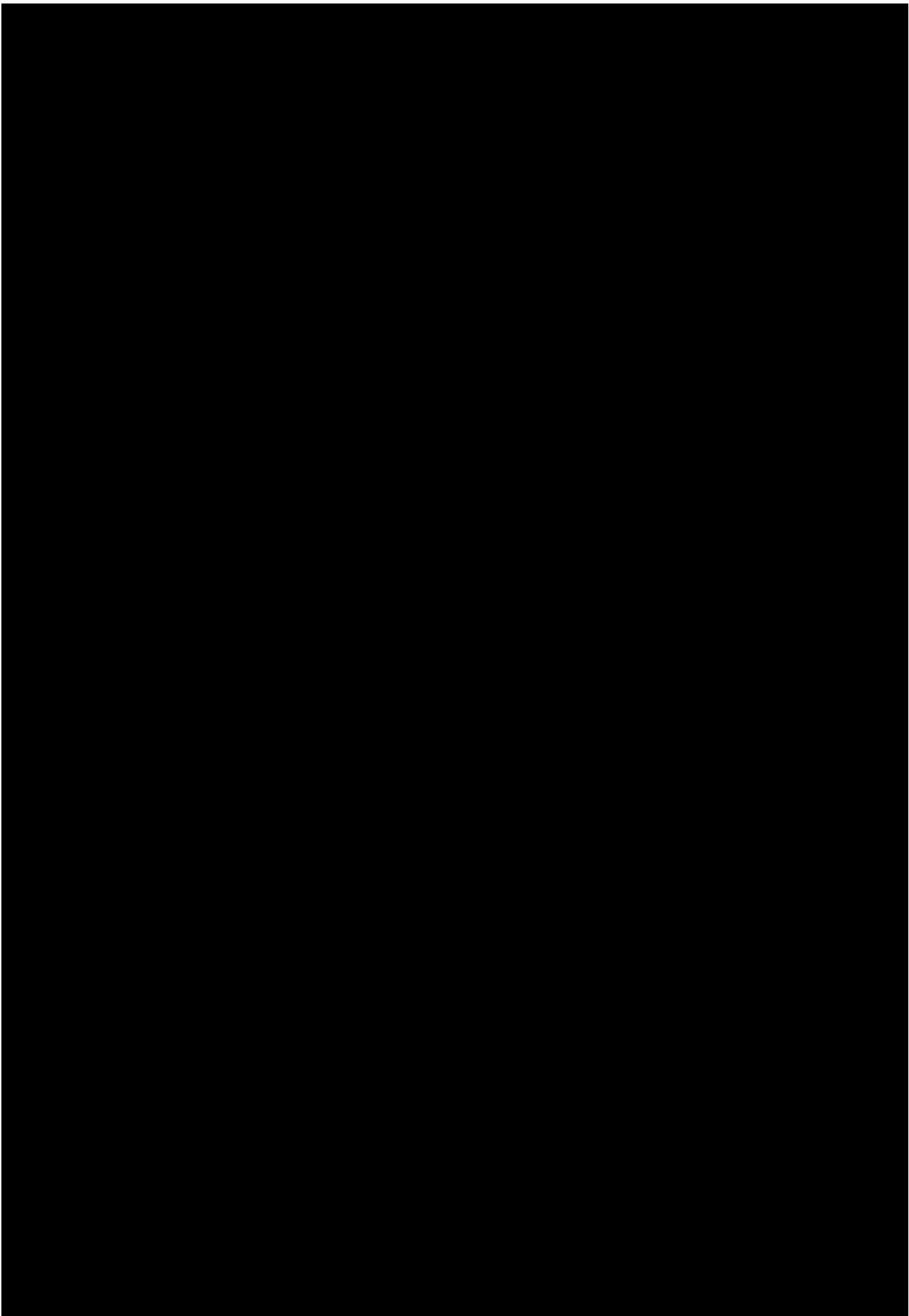
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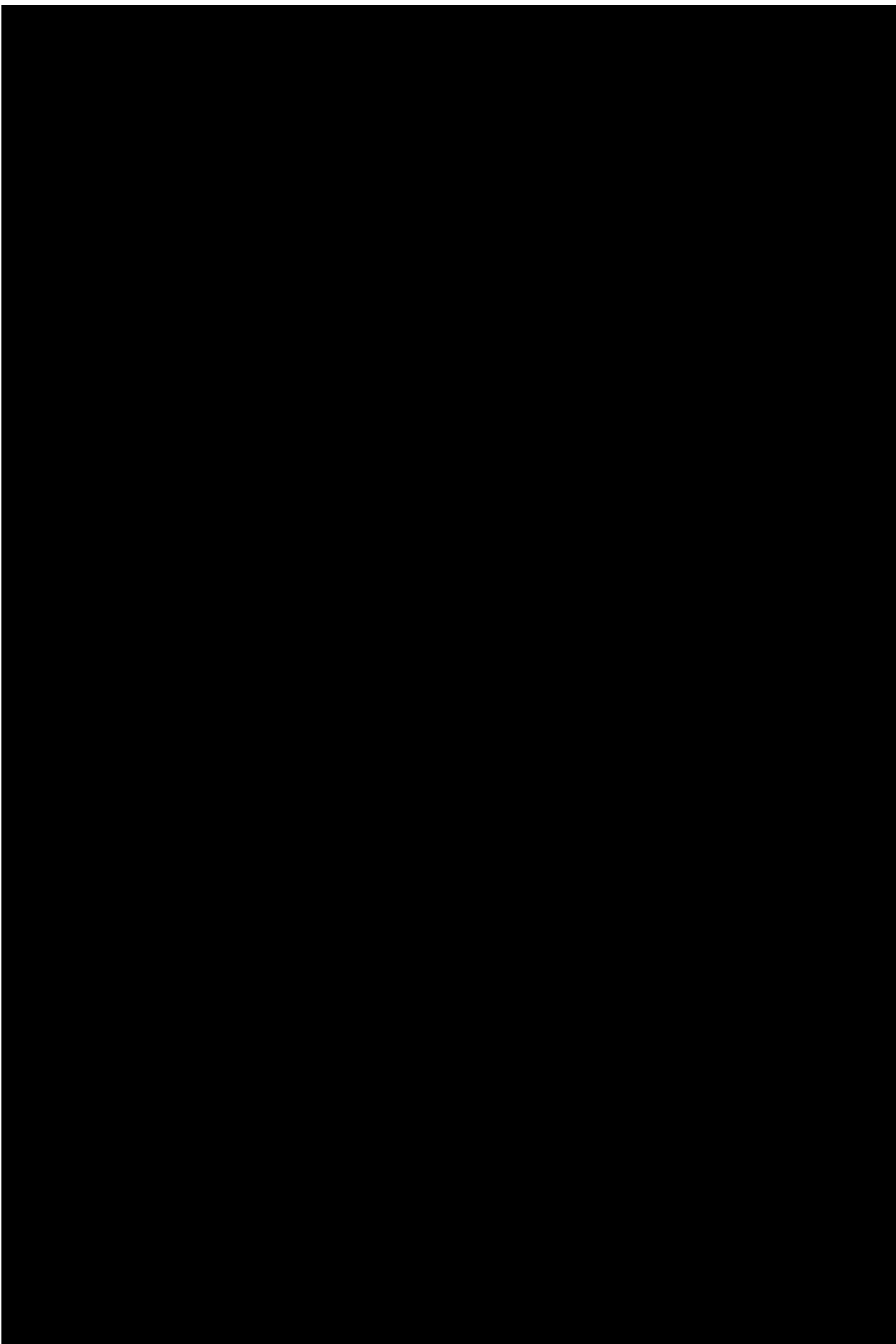
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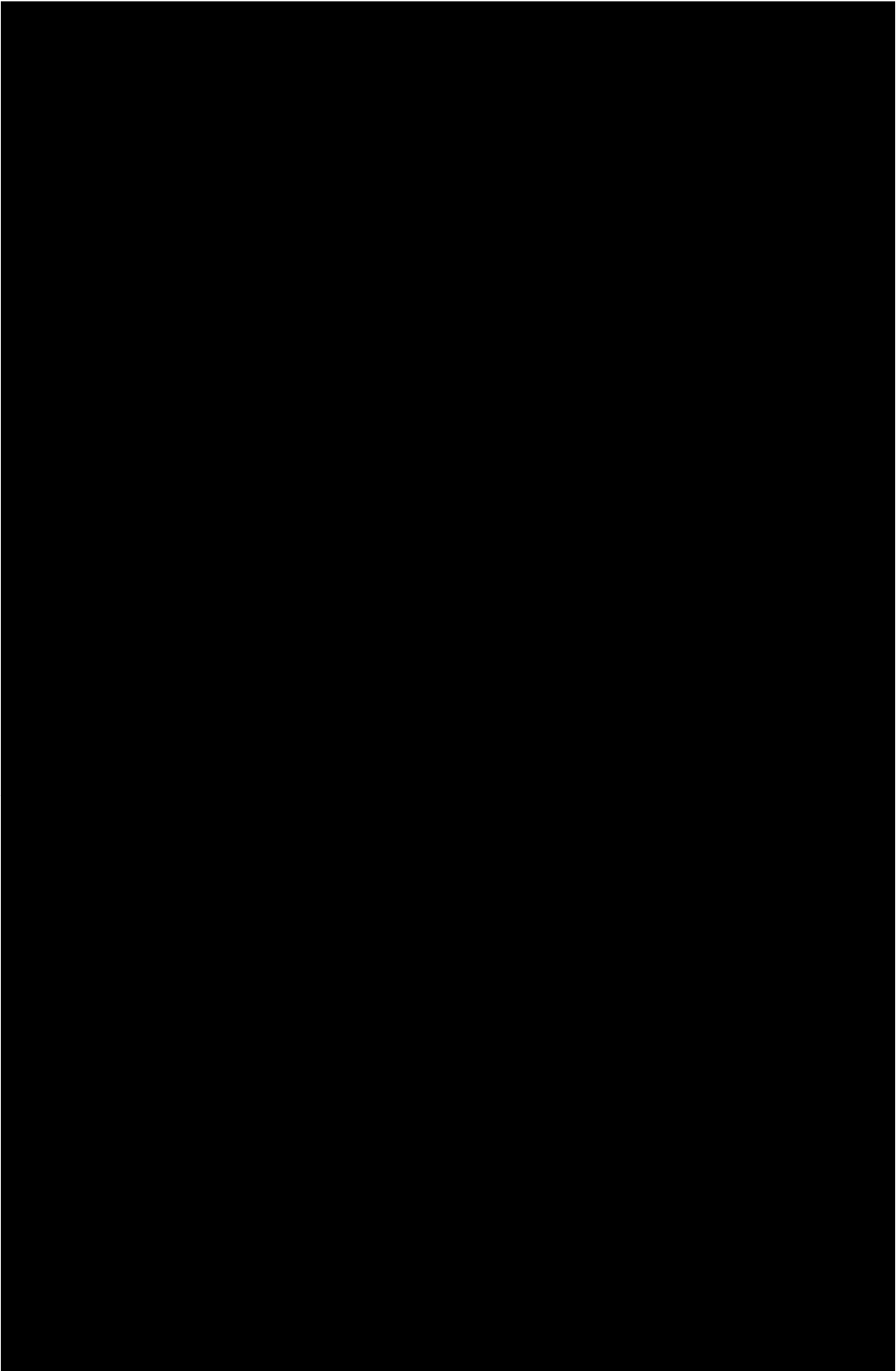


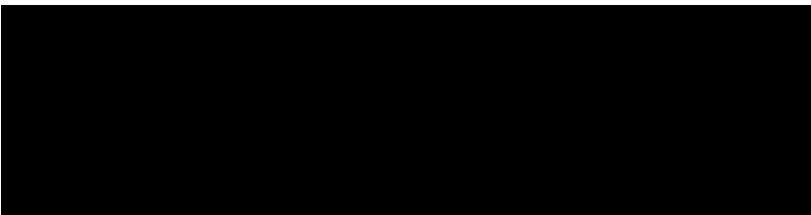
SCHEDULE B8. – INDEPENDENT CERTIFIER DEED

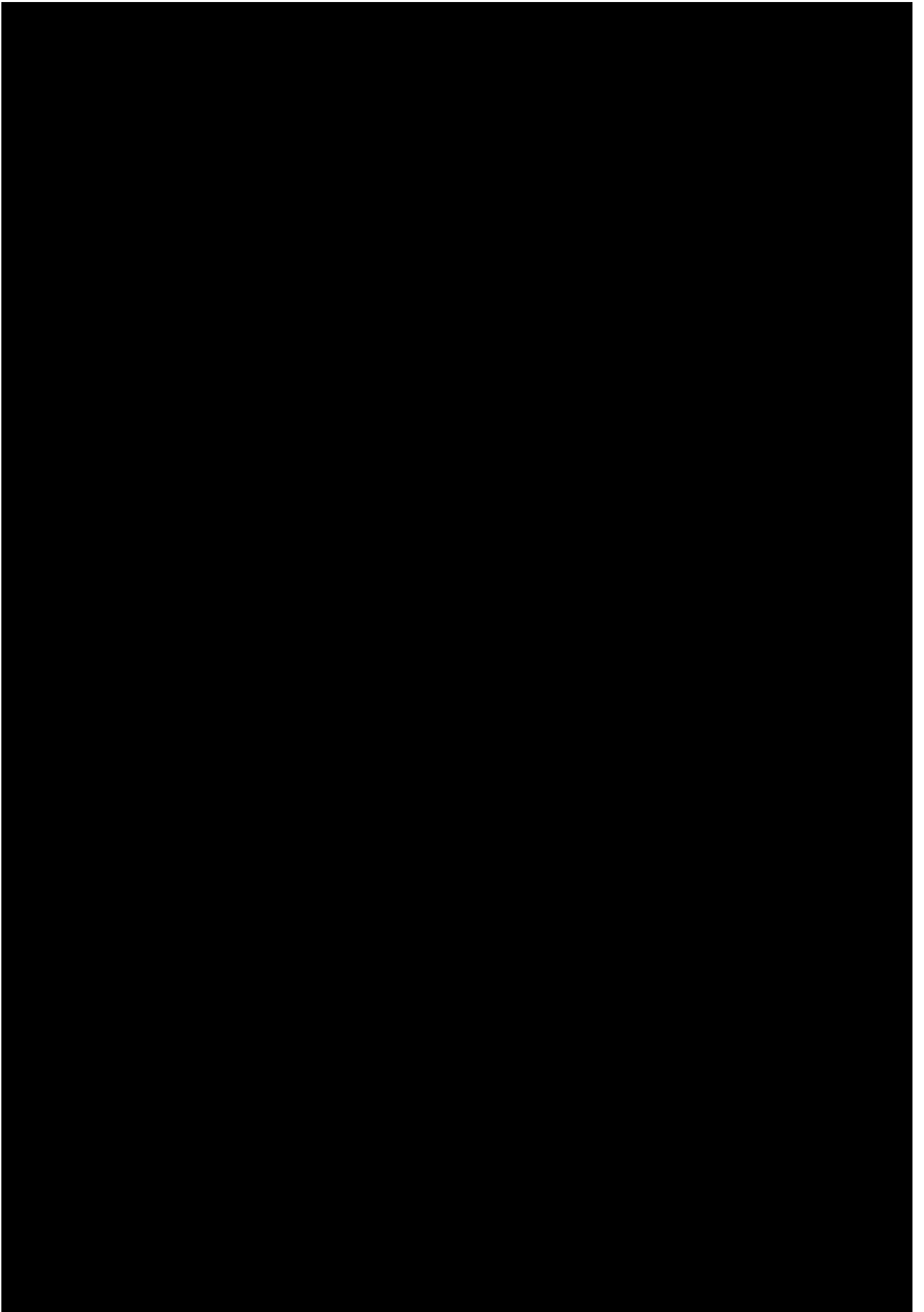
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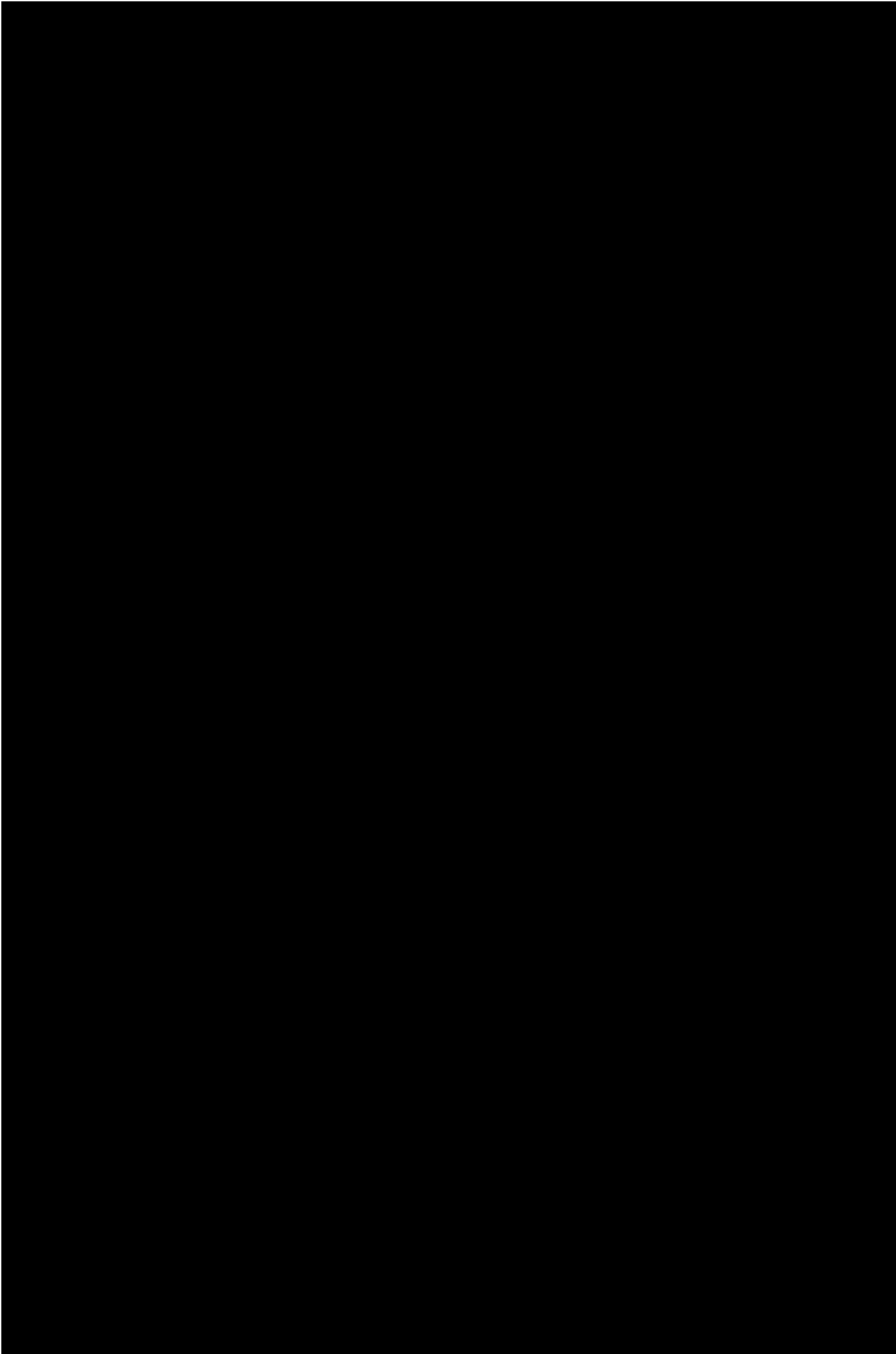


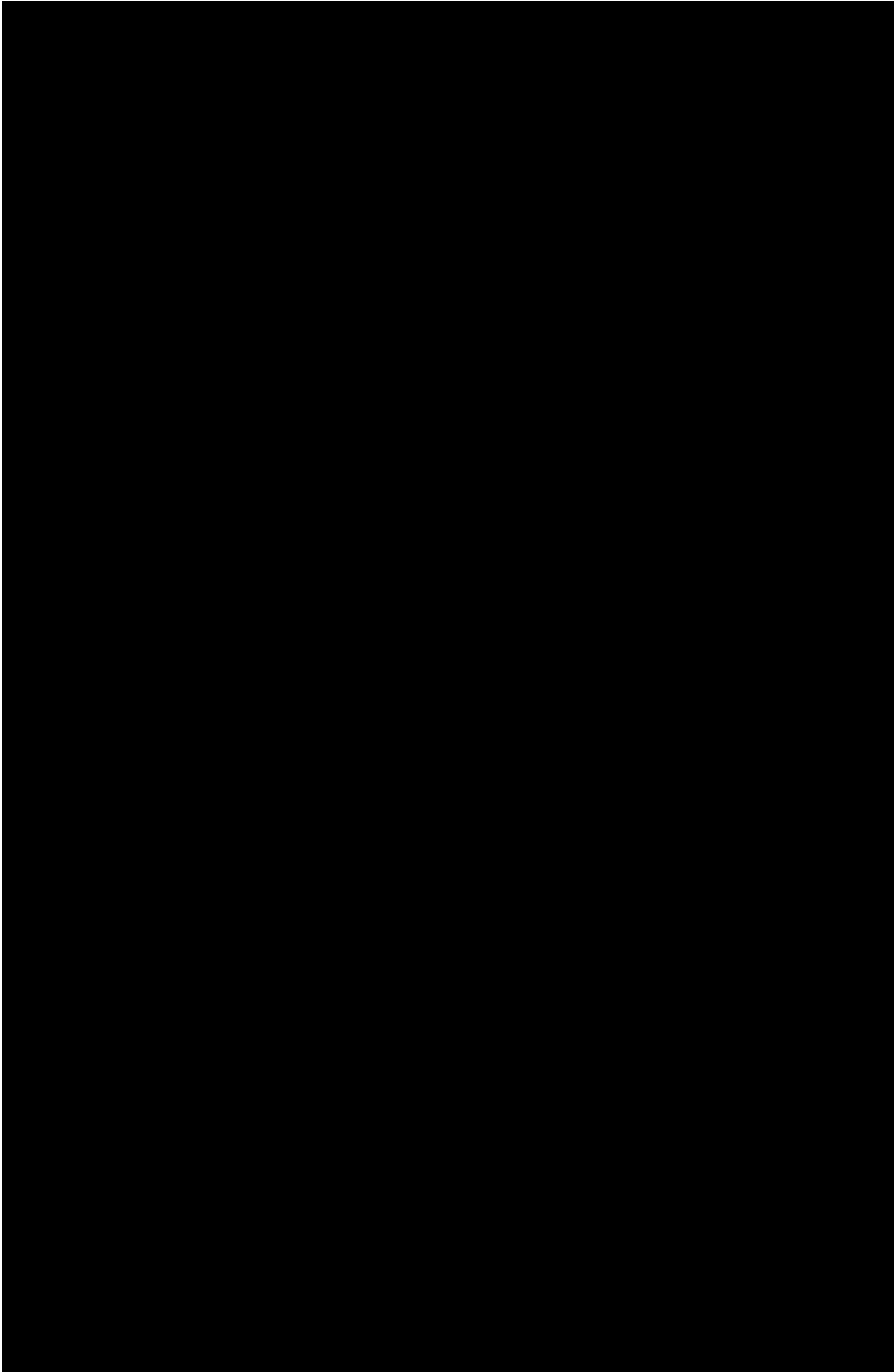


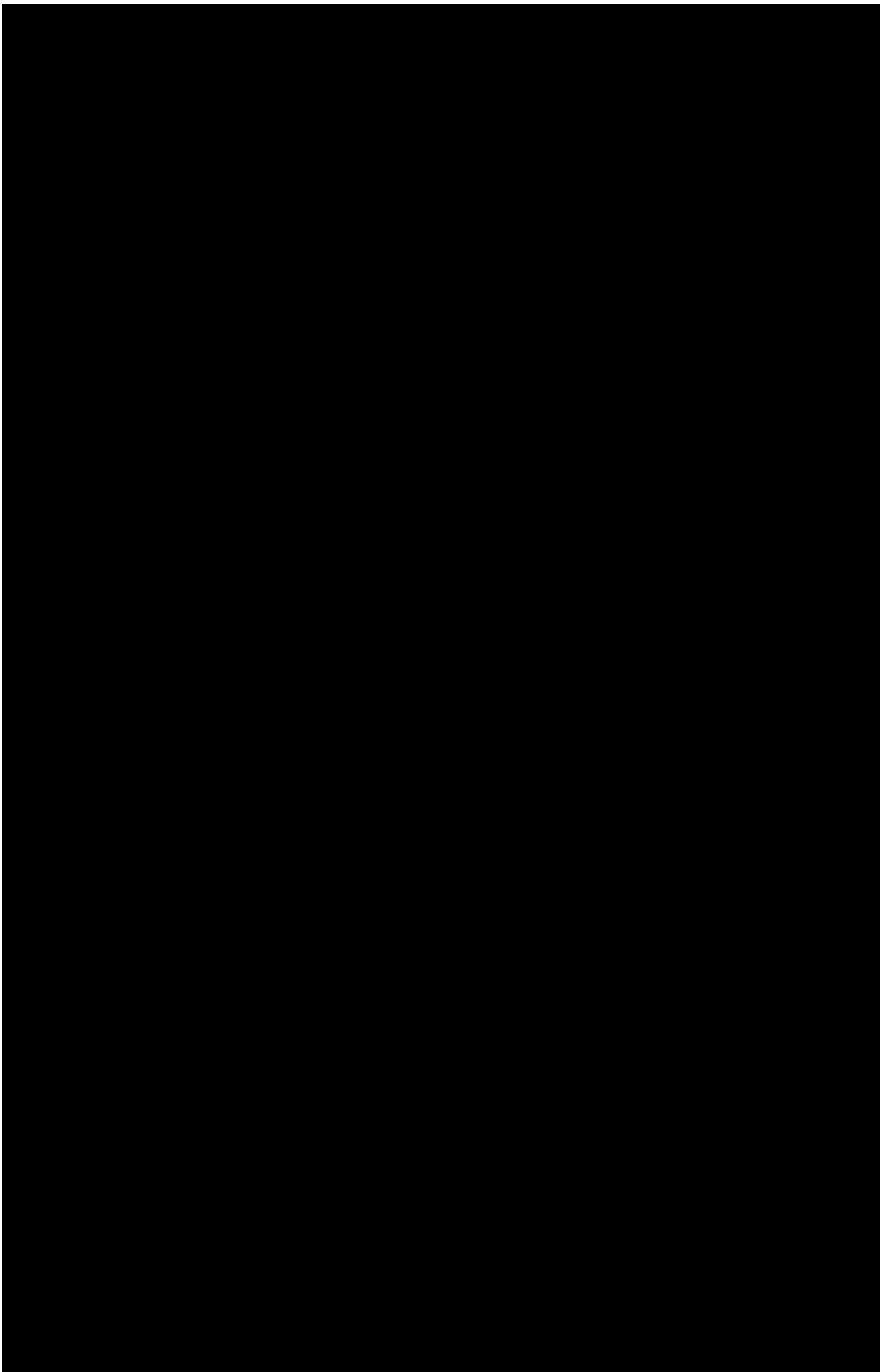


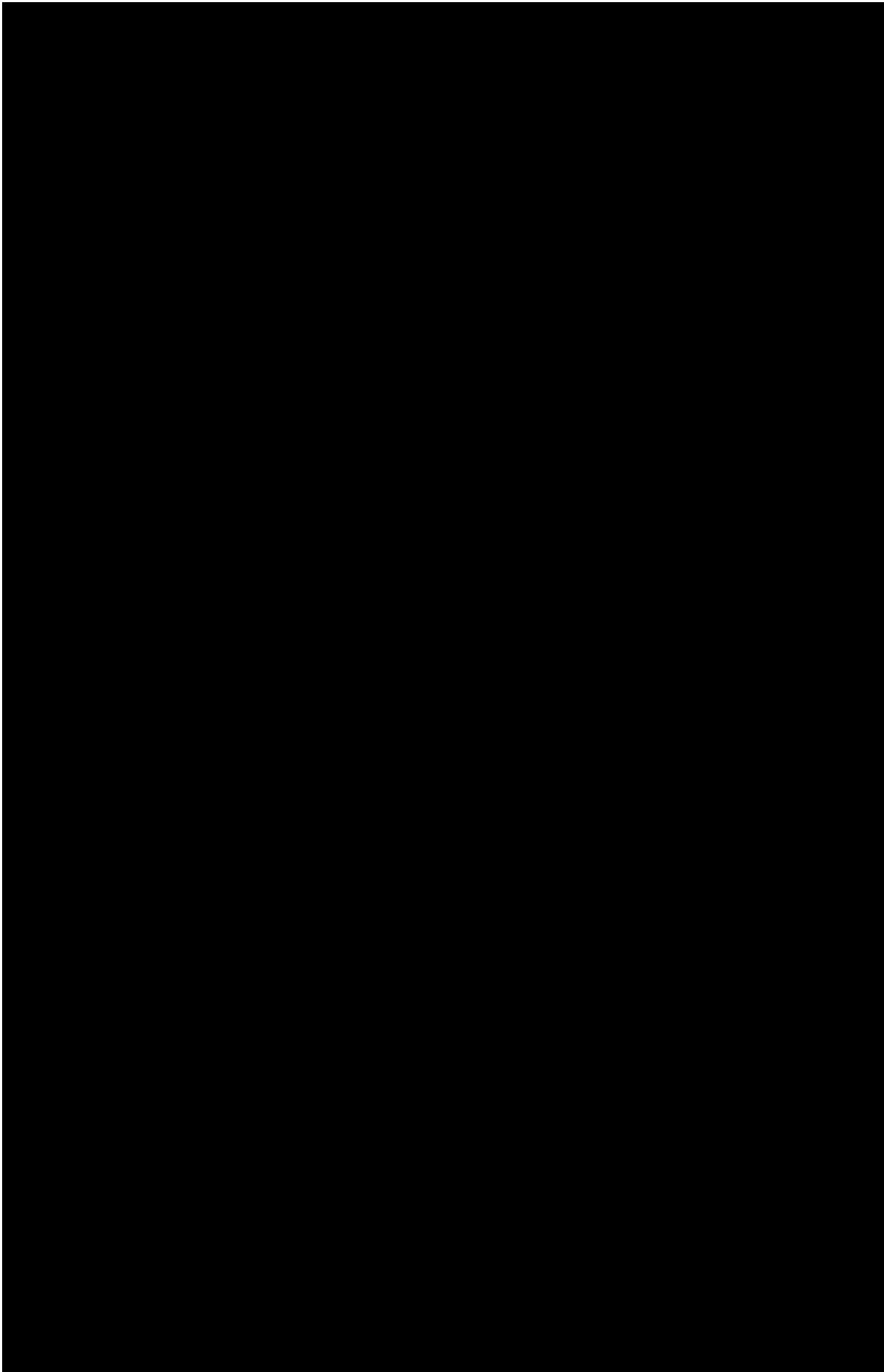


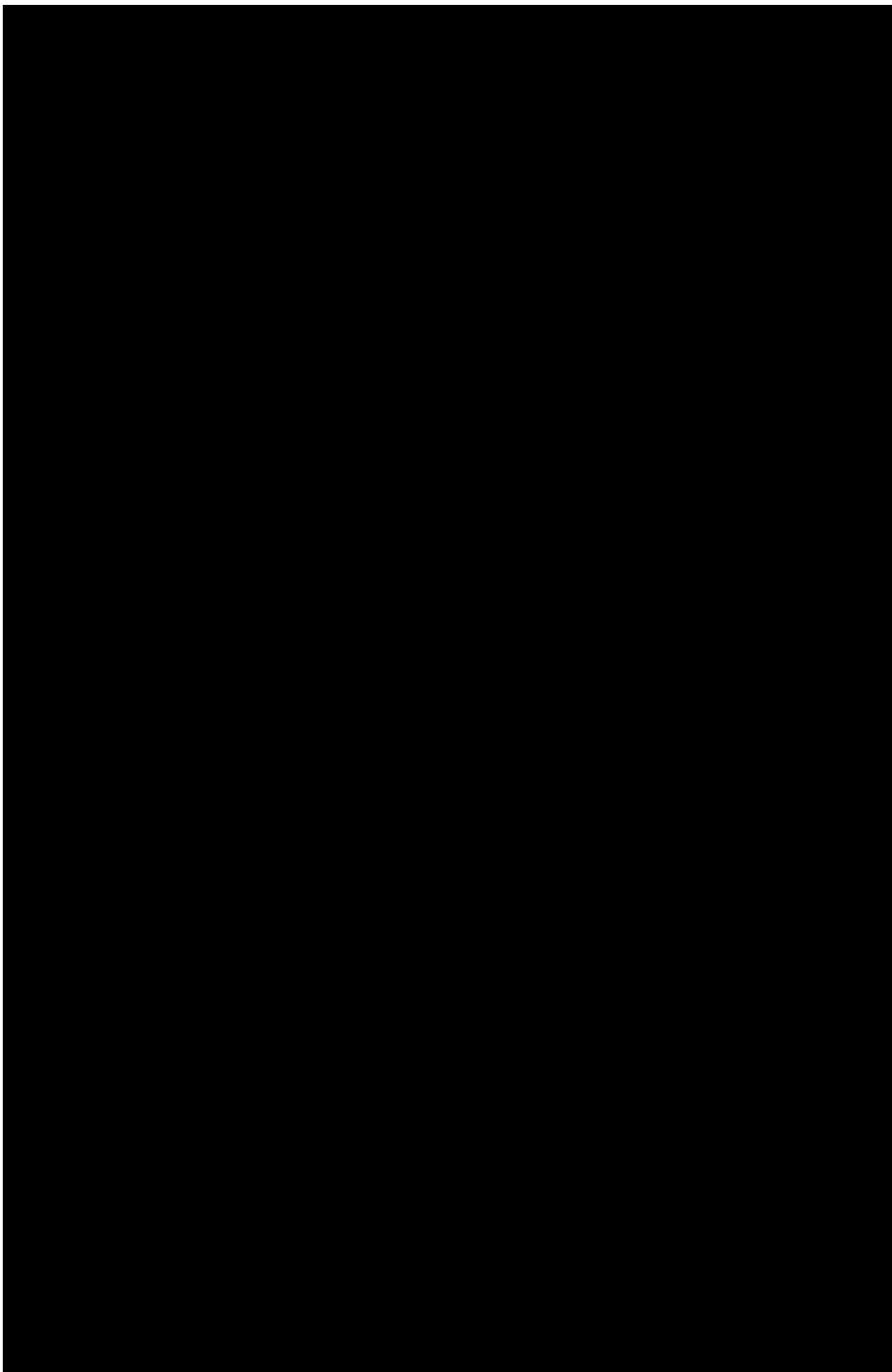


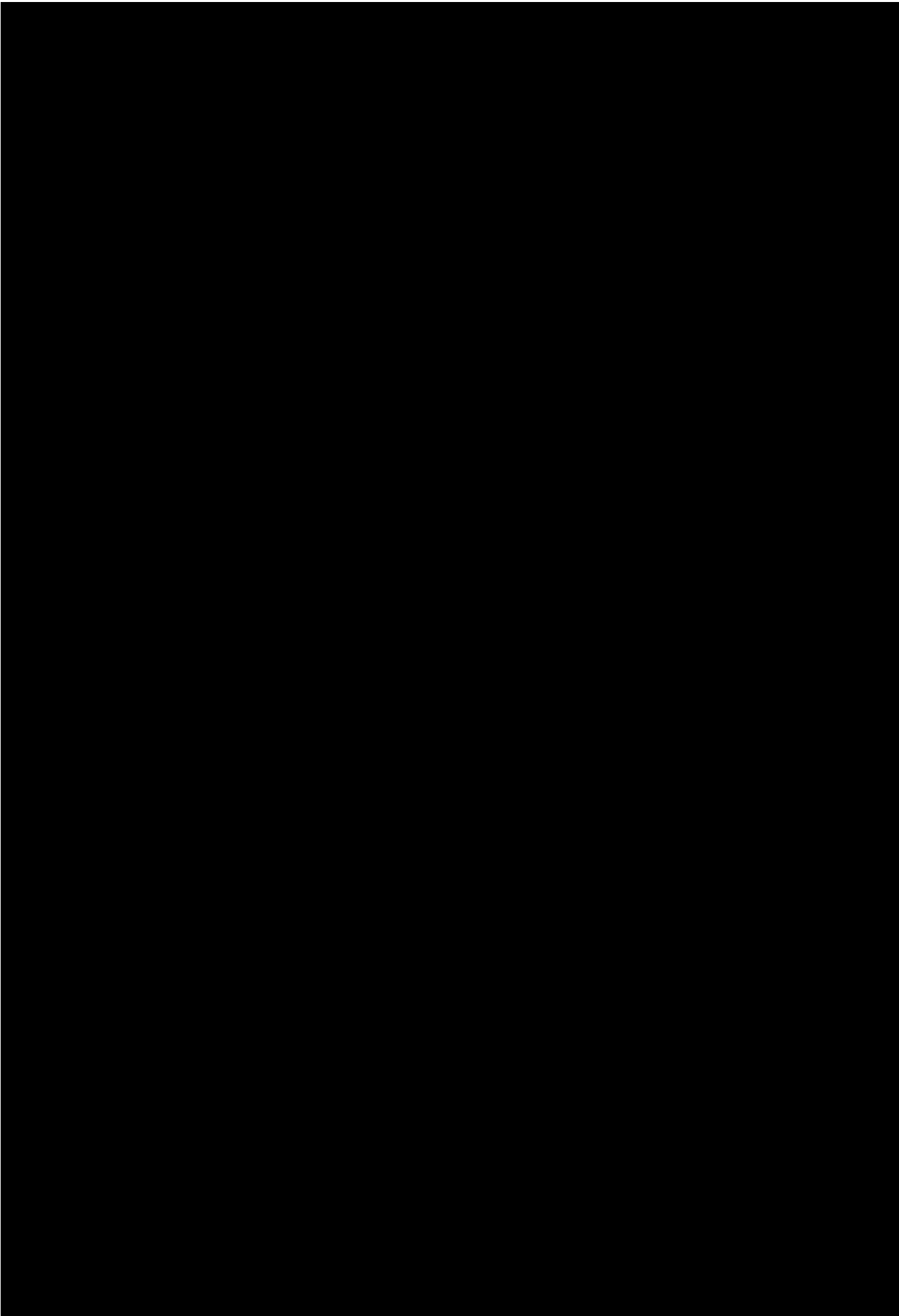


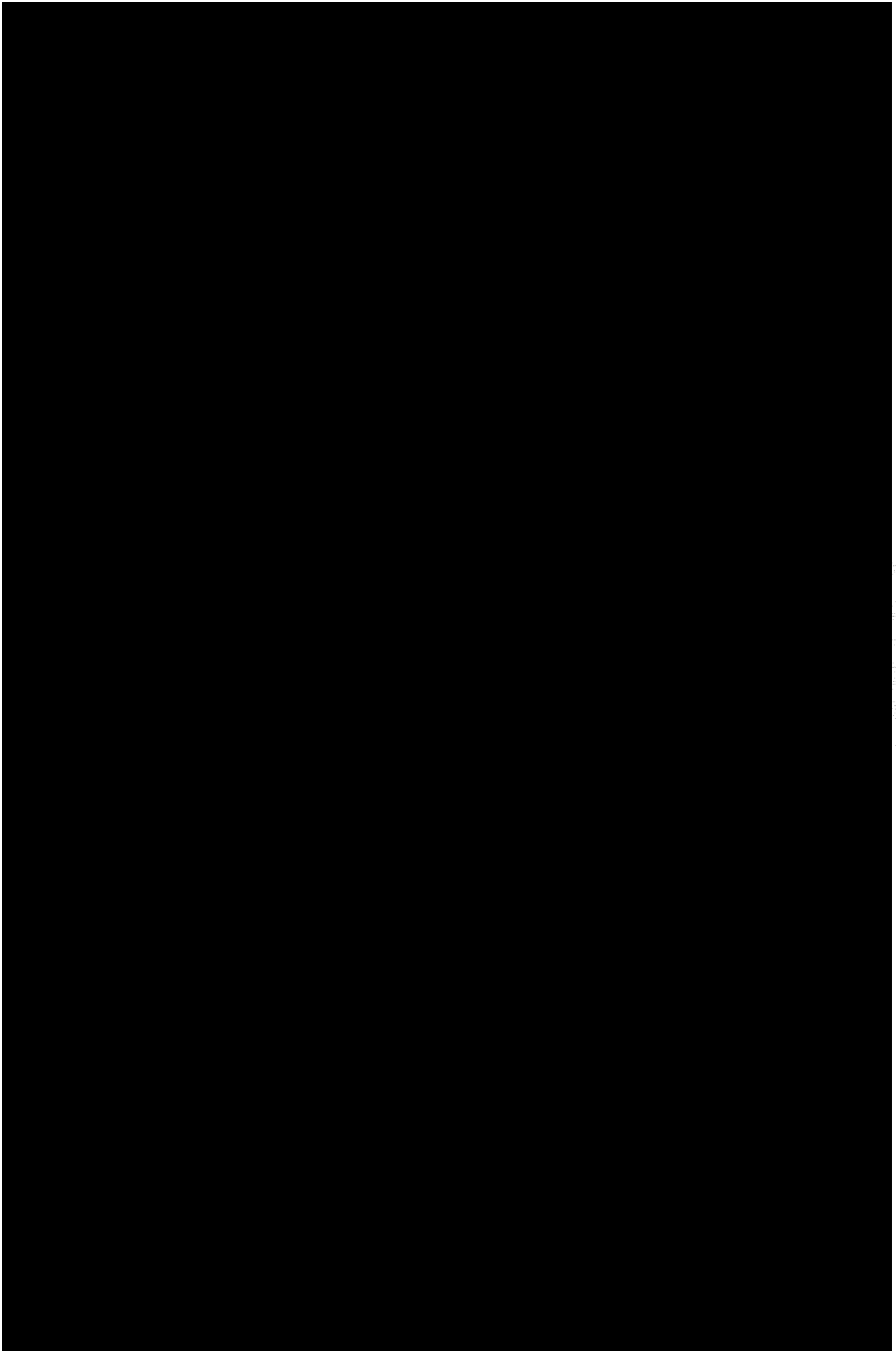






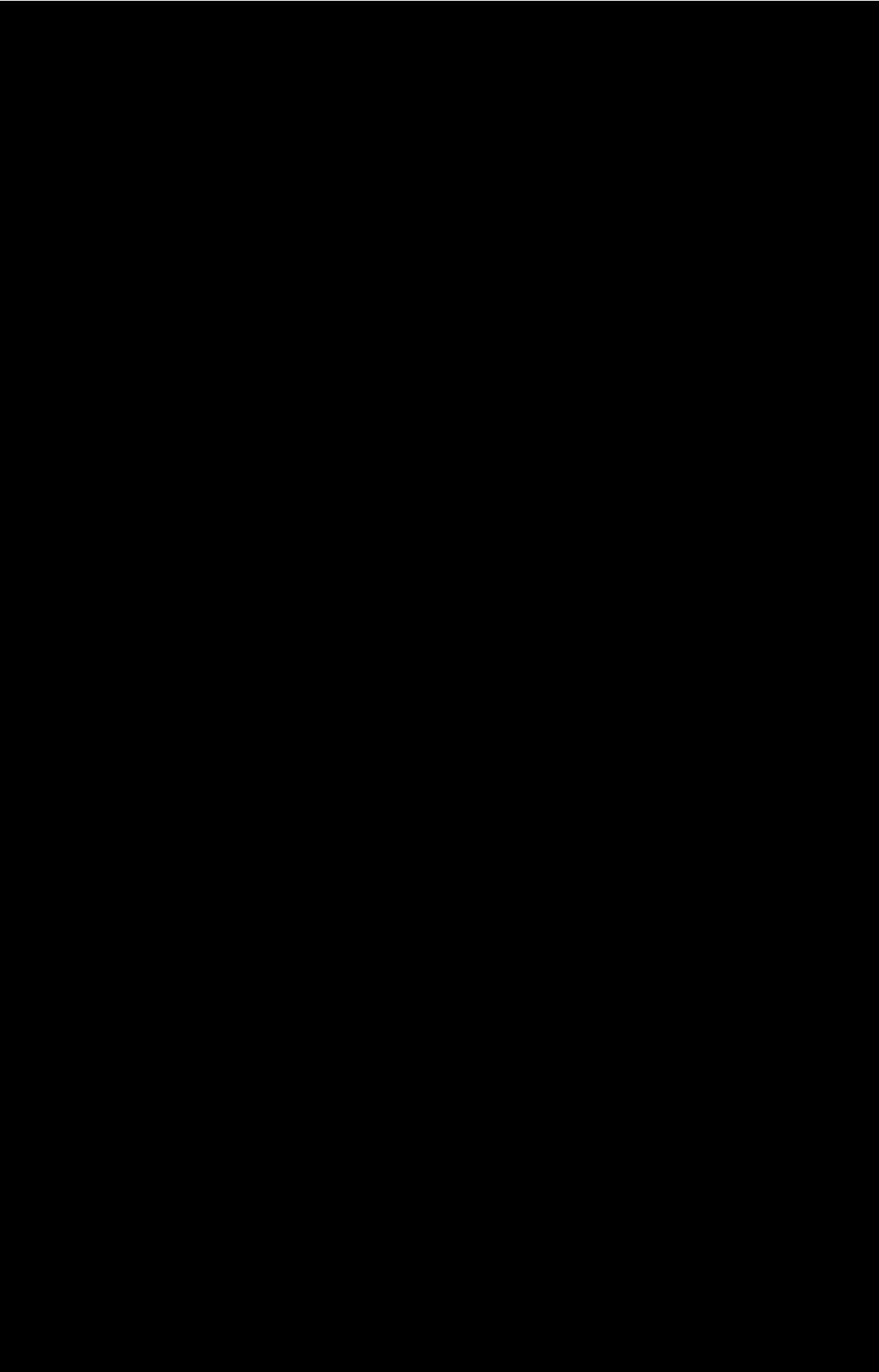


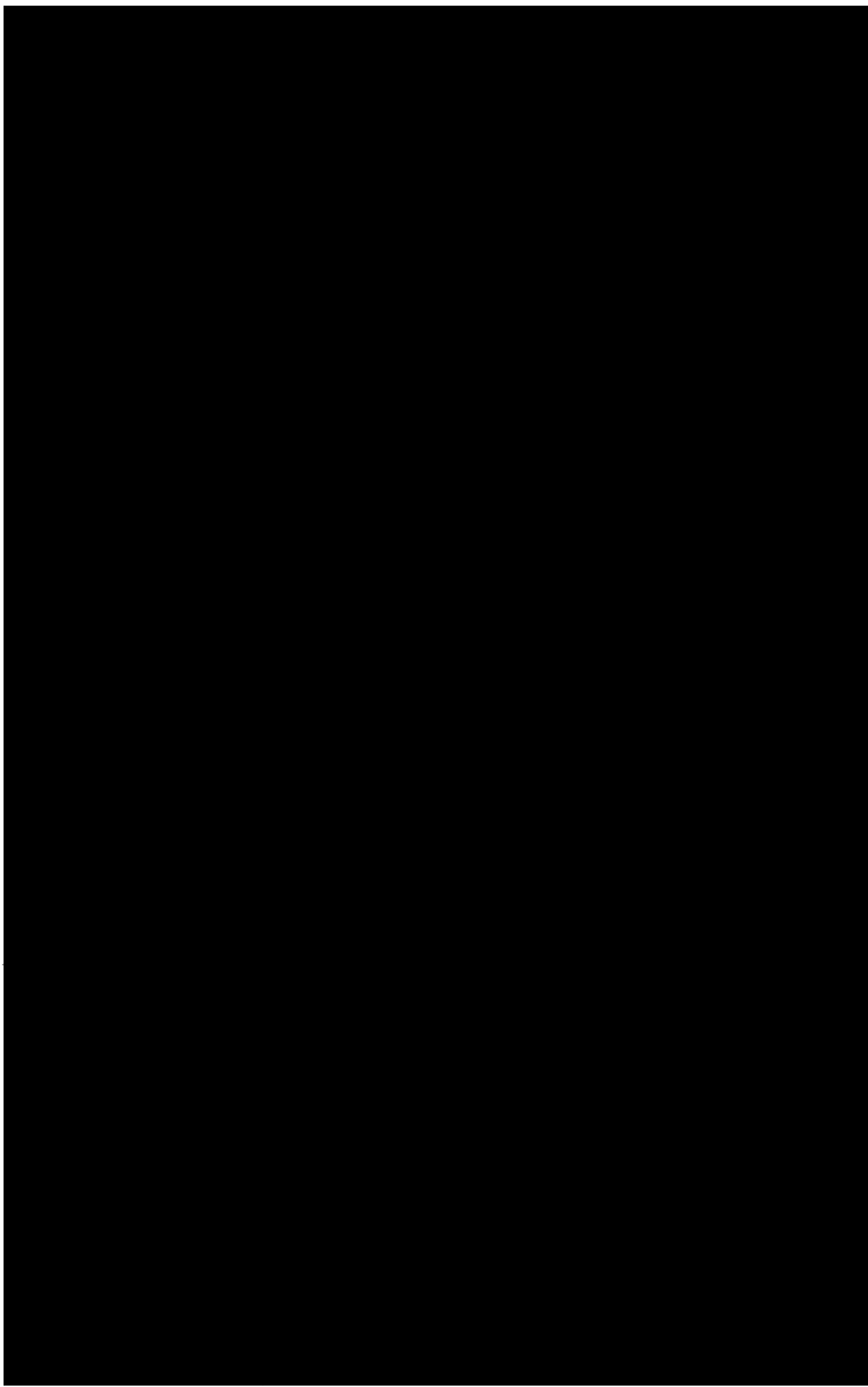


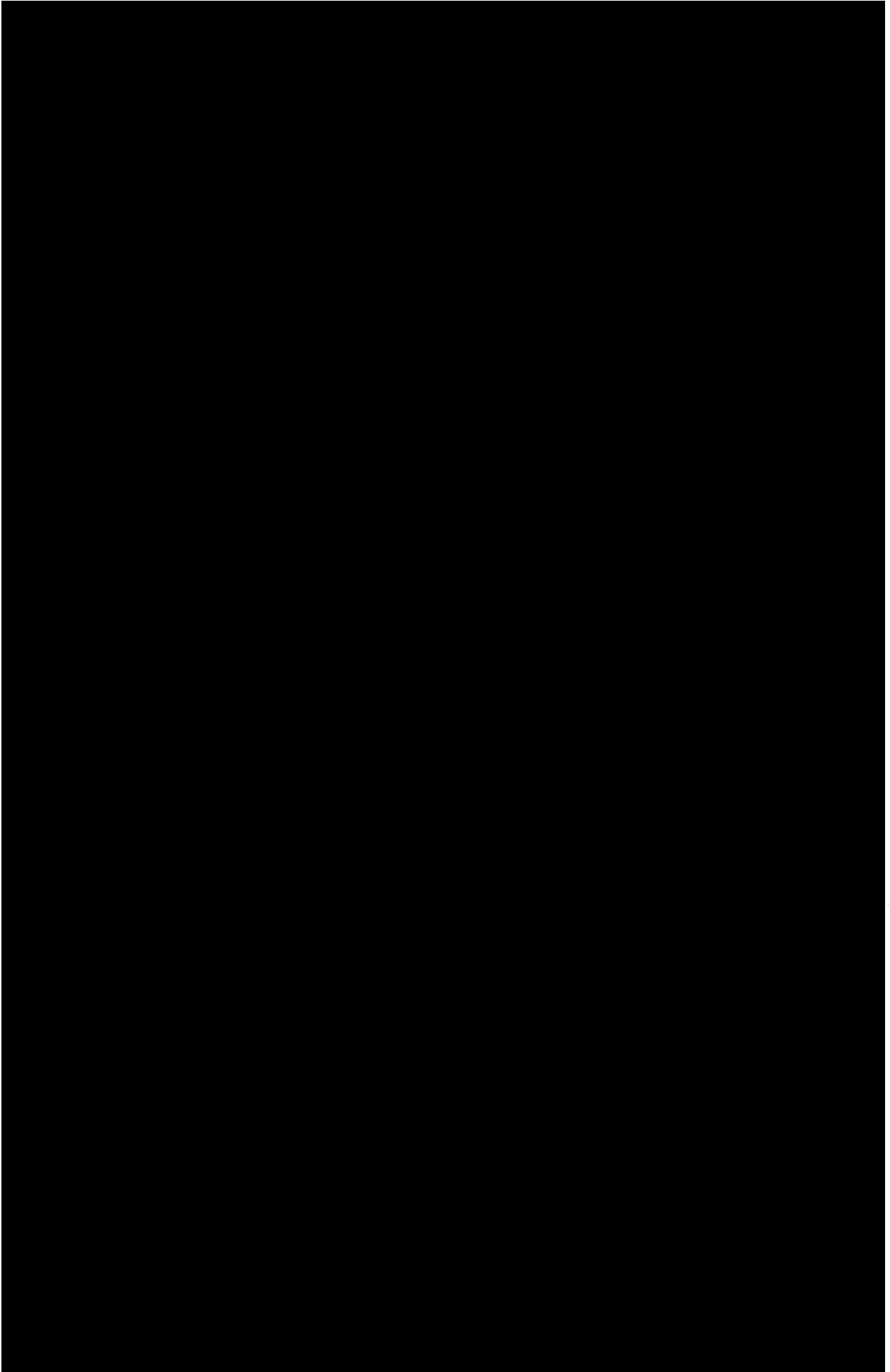


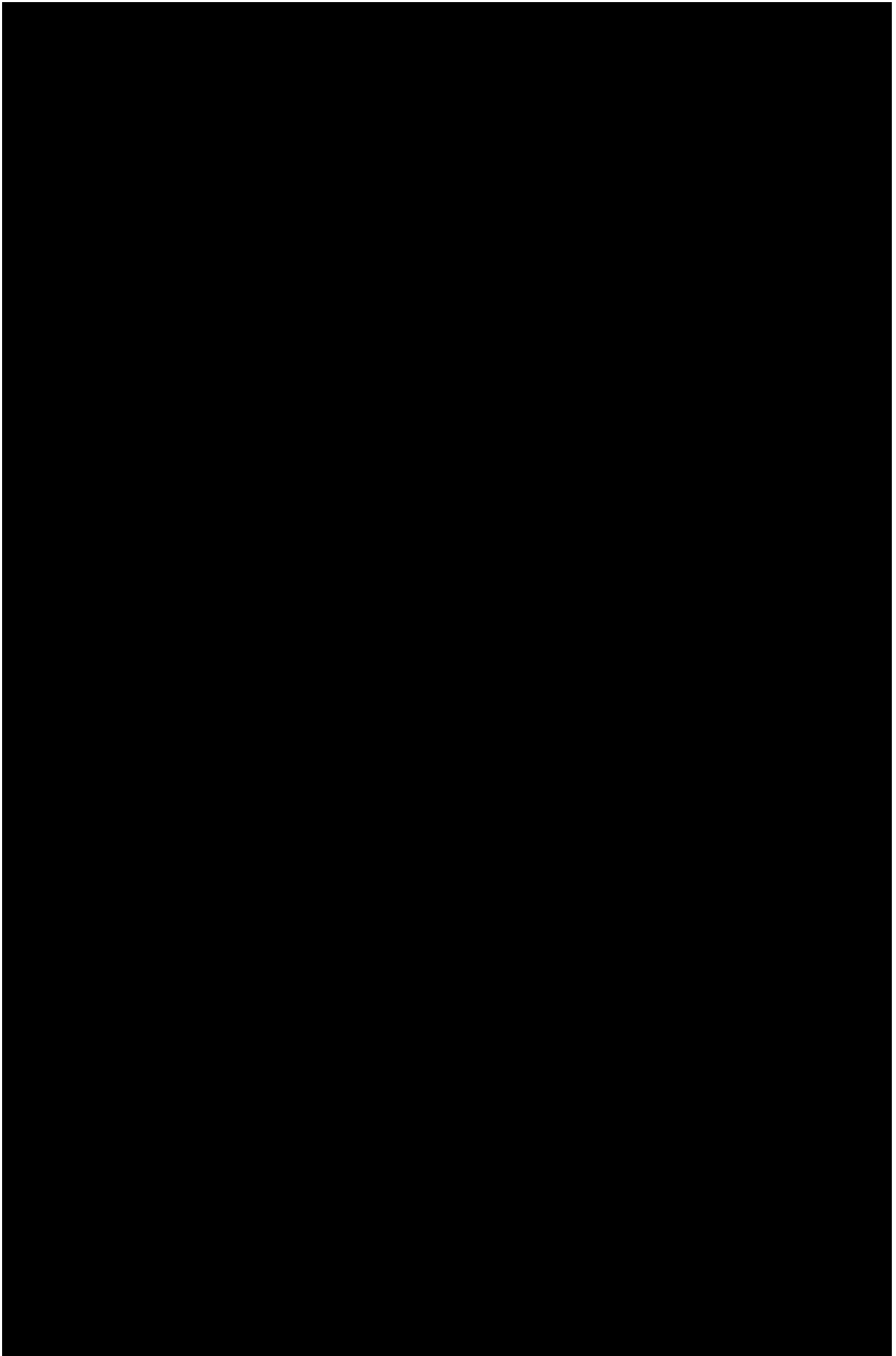
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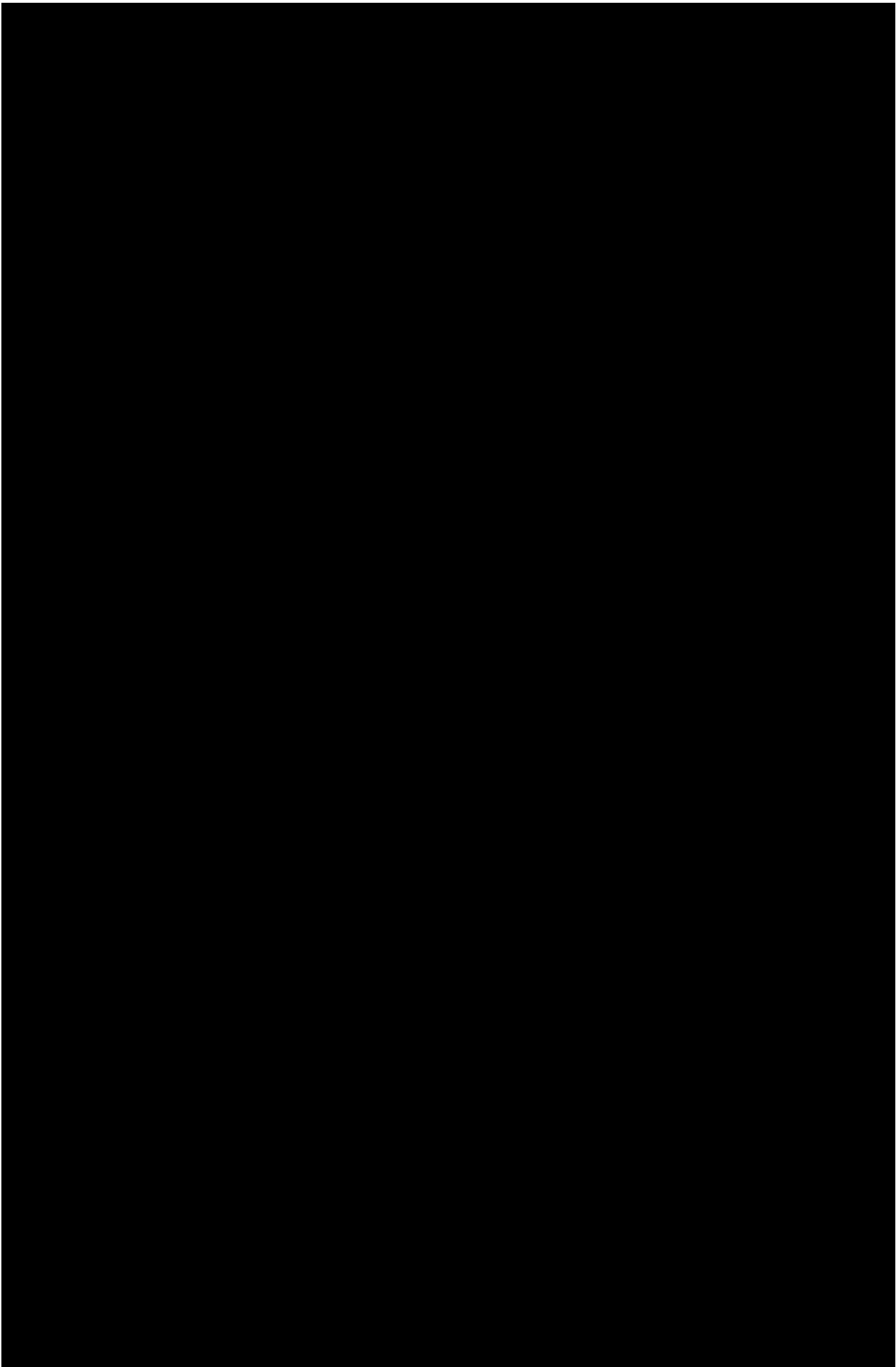


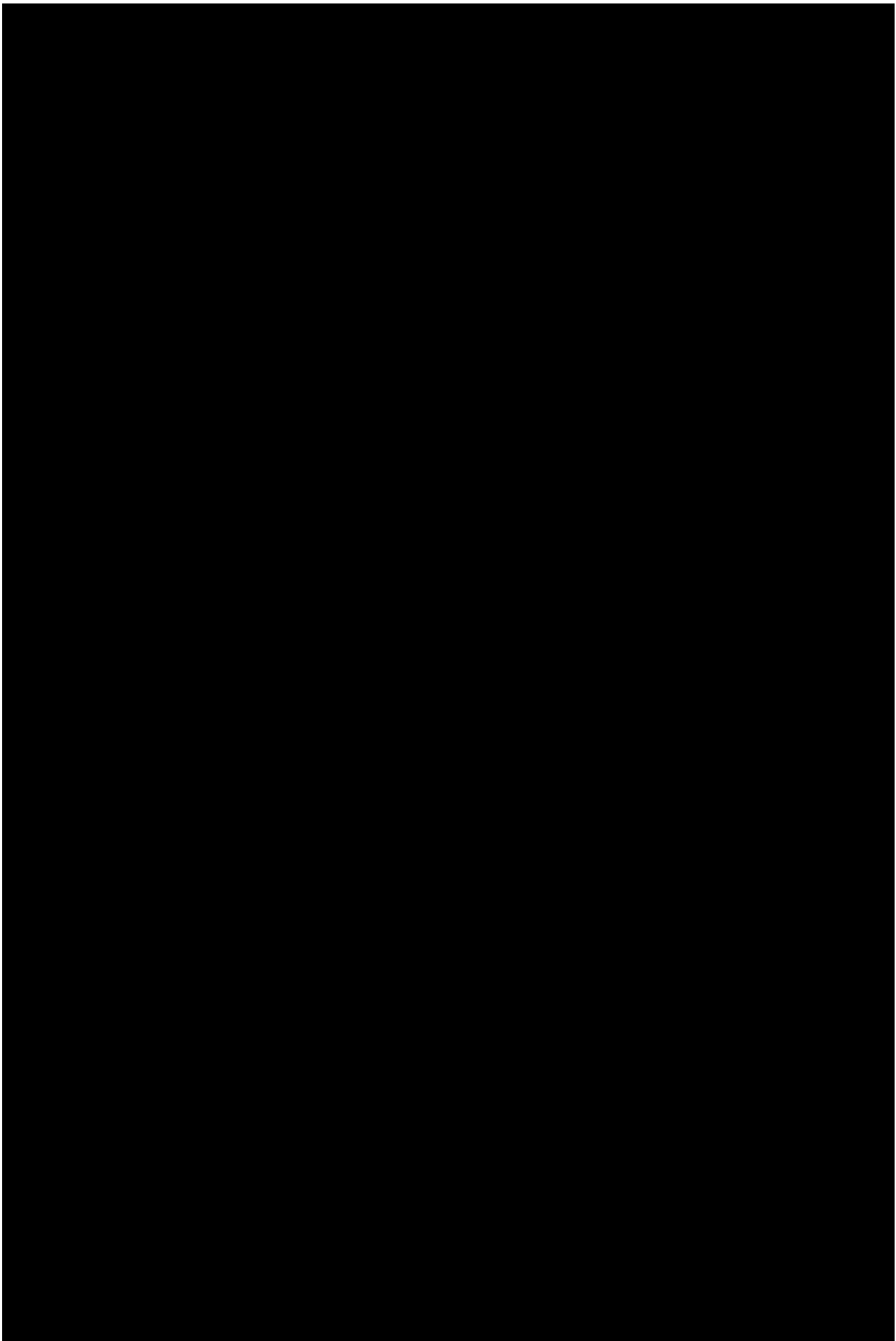


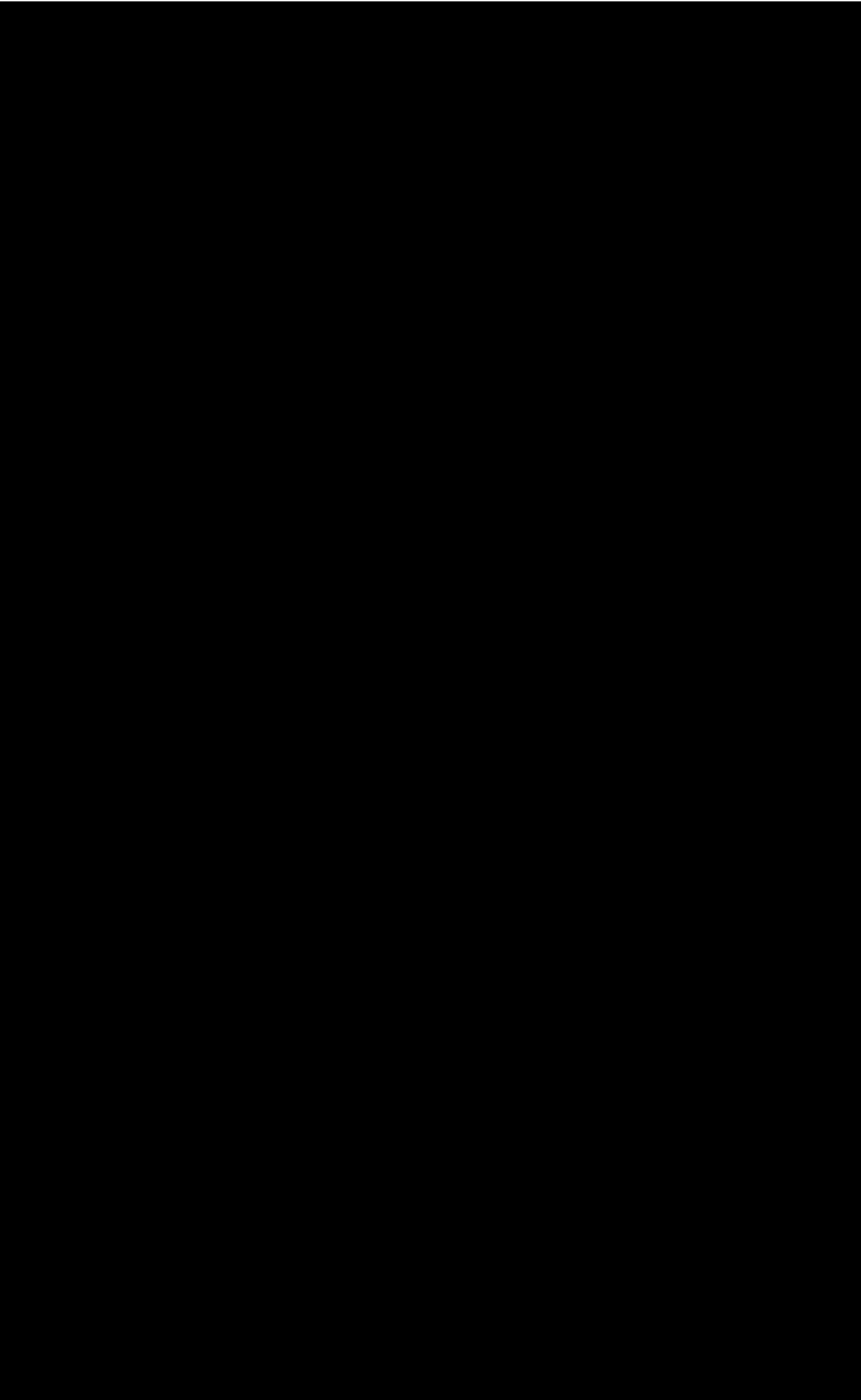


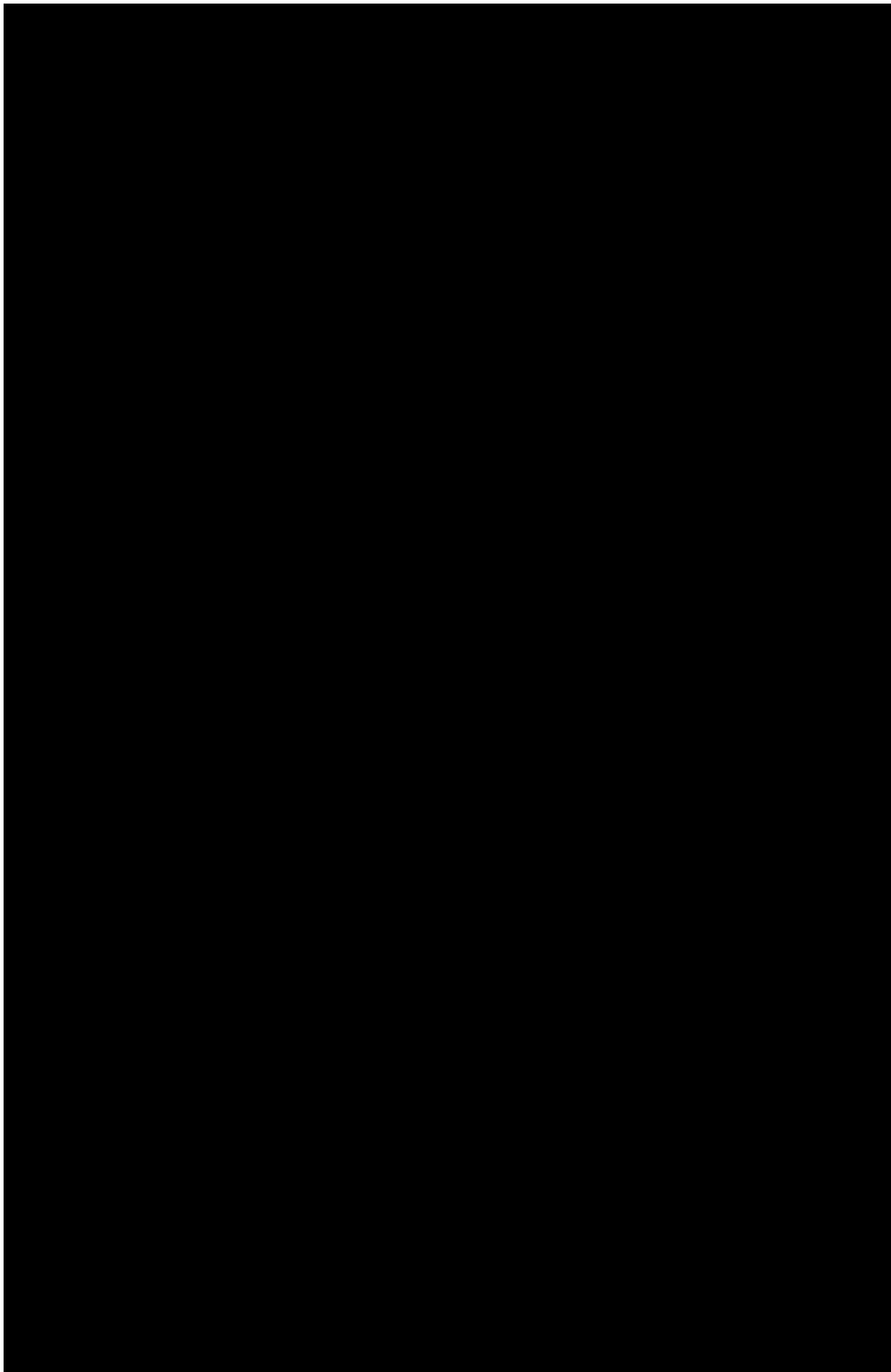


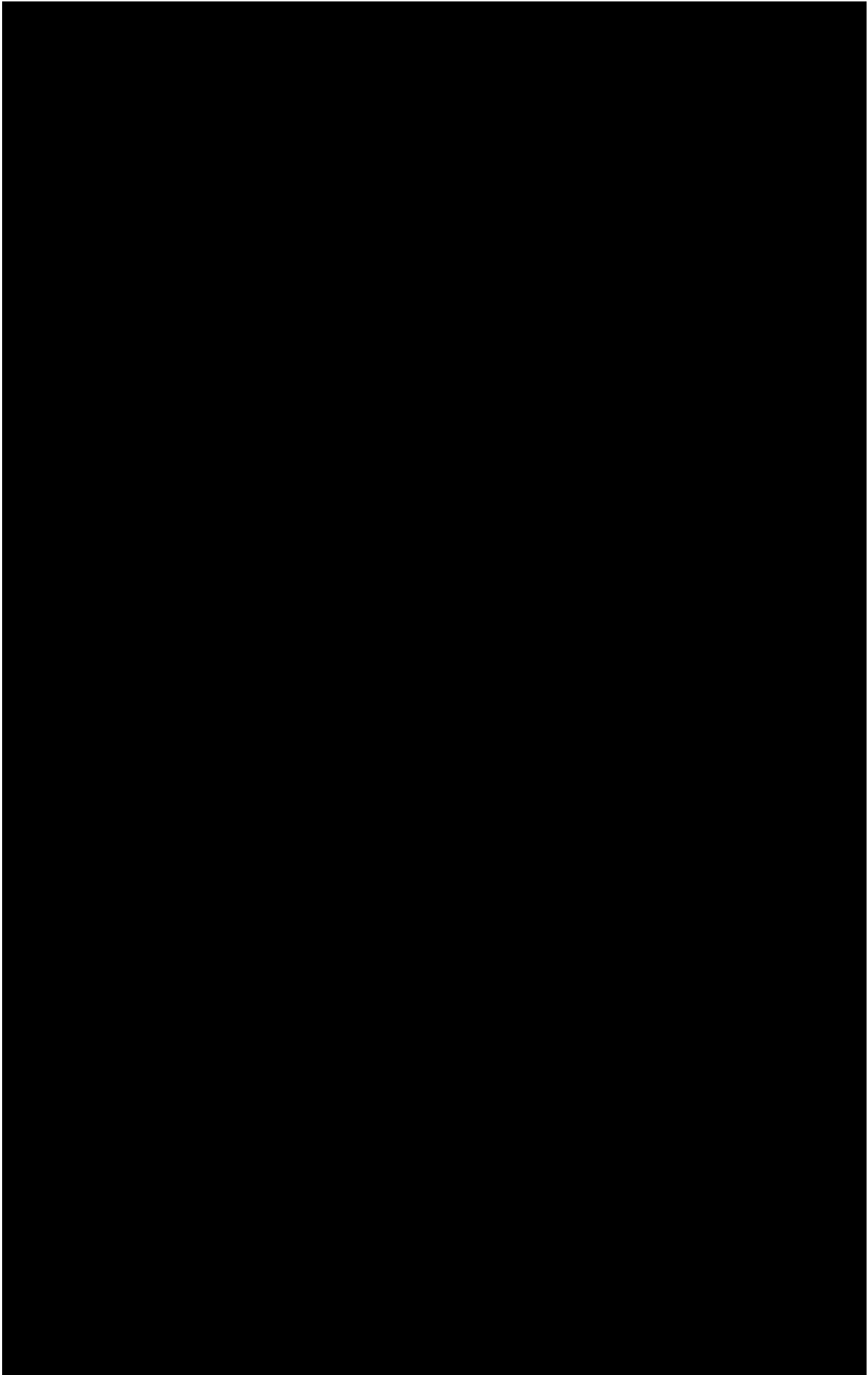


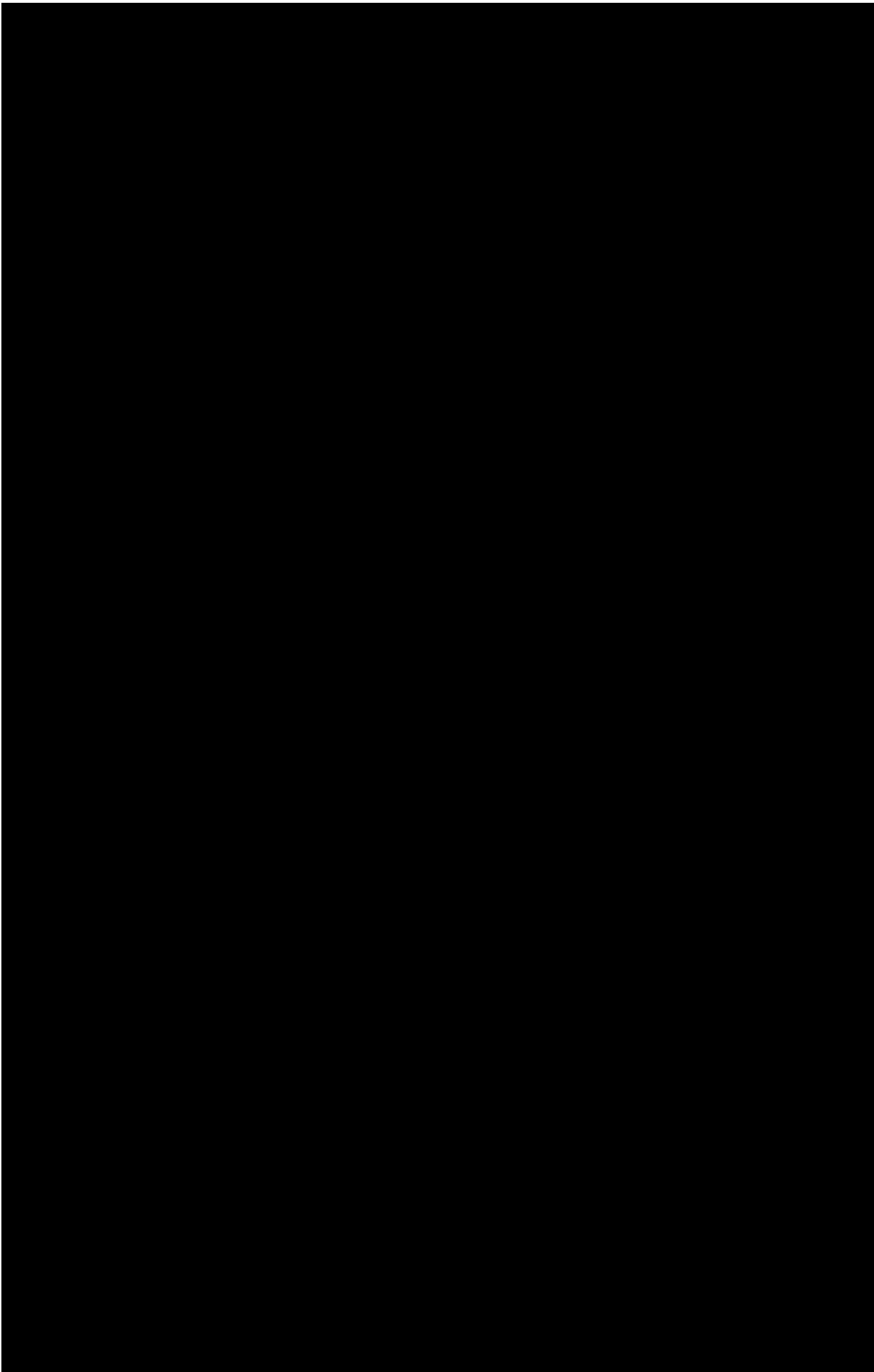


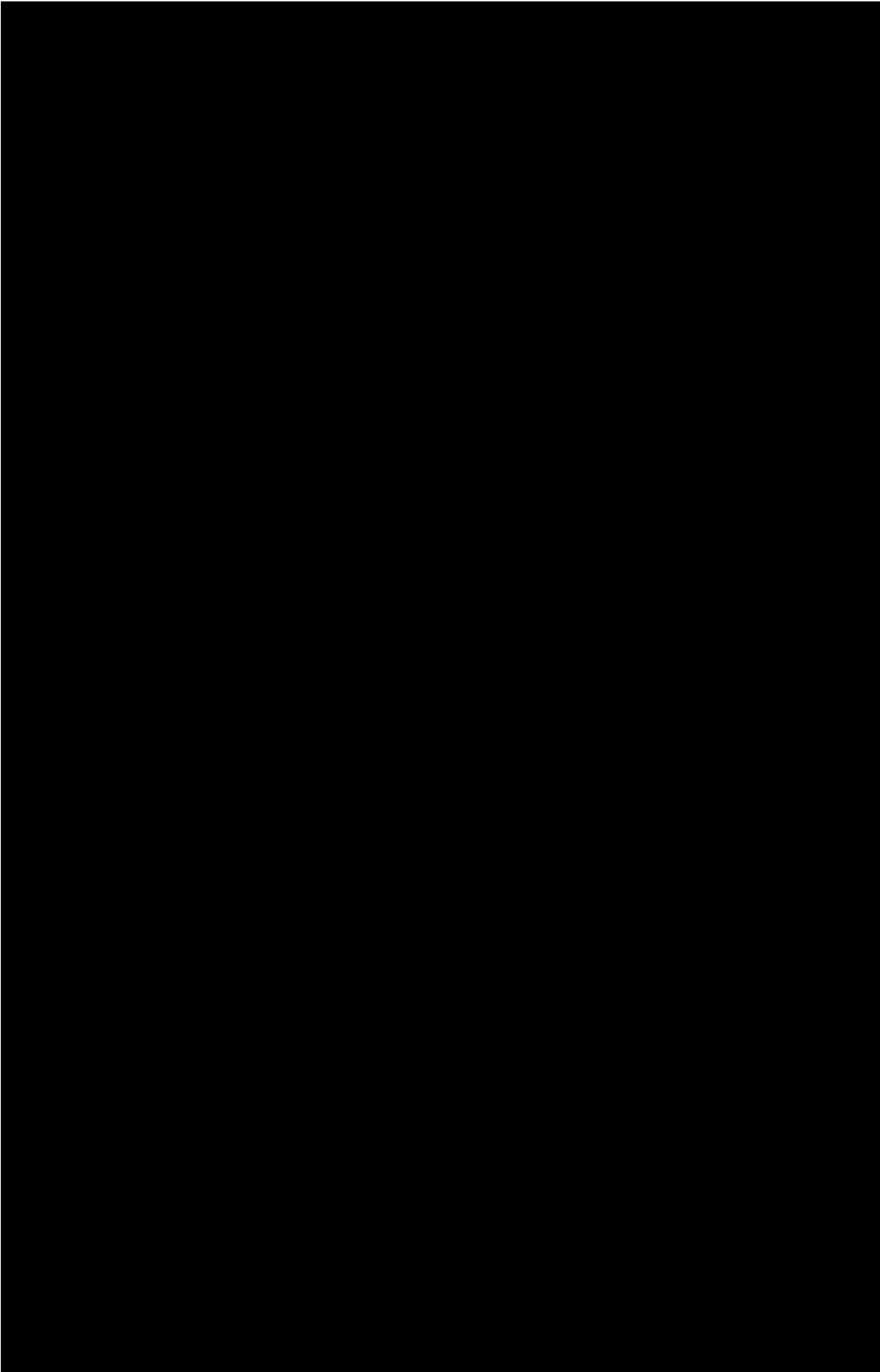


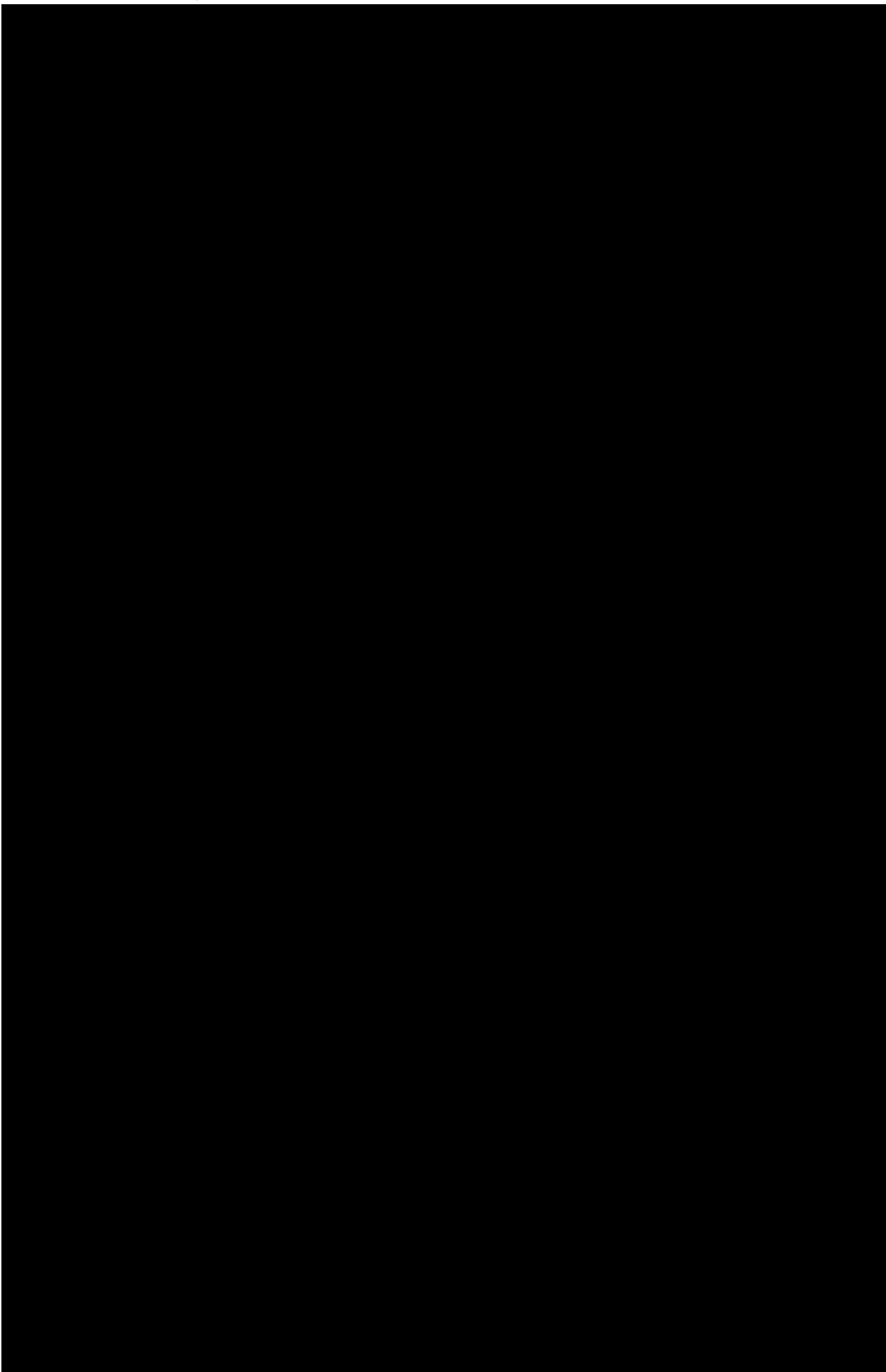


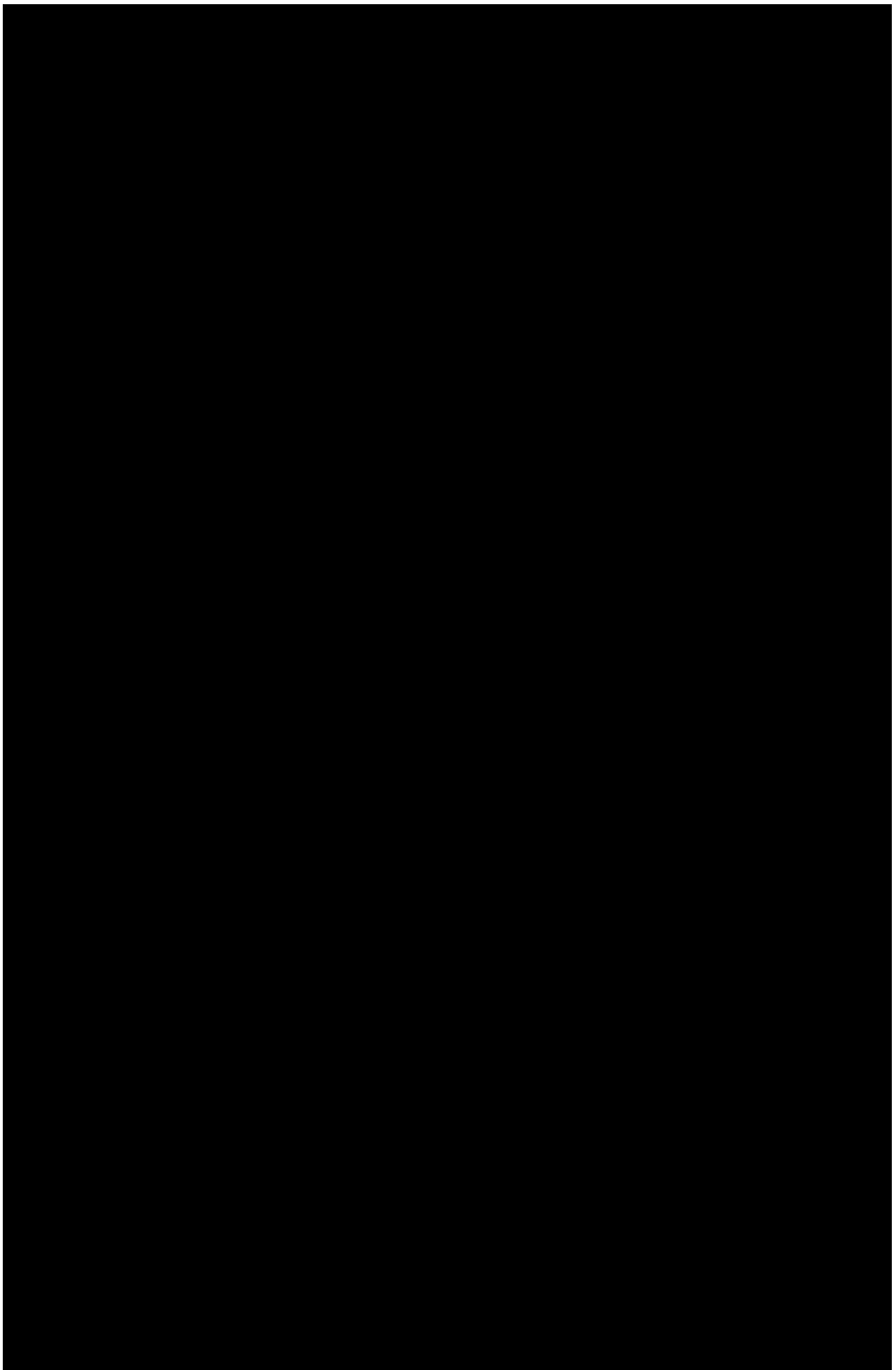


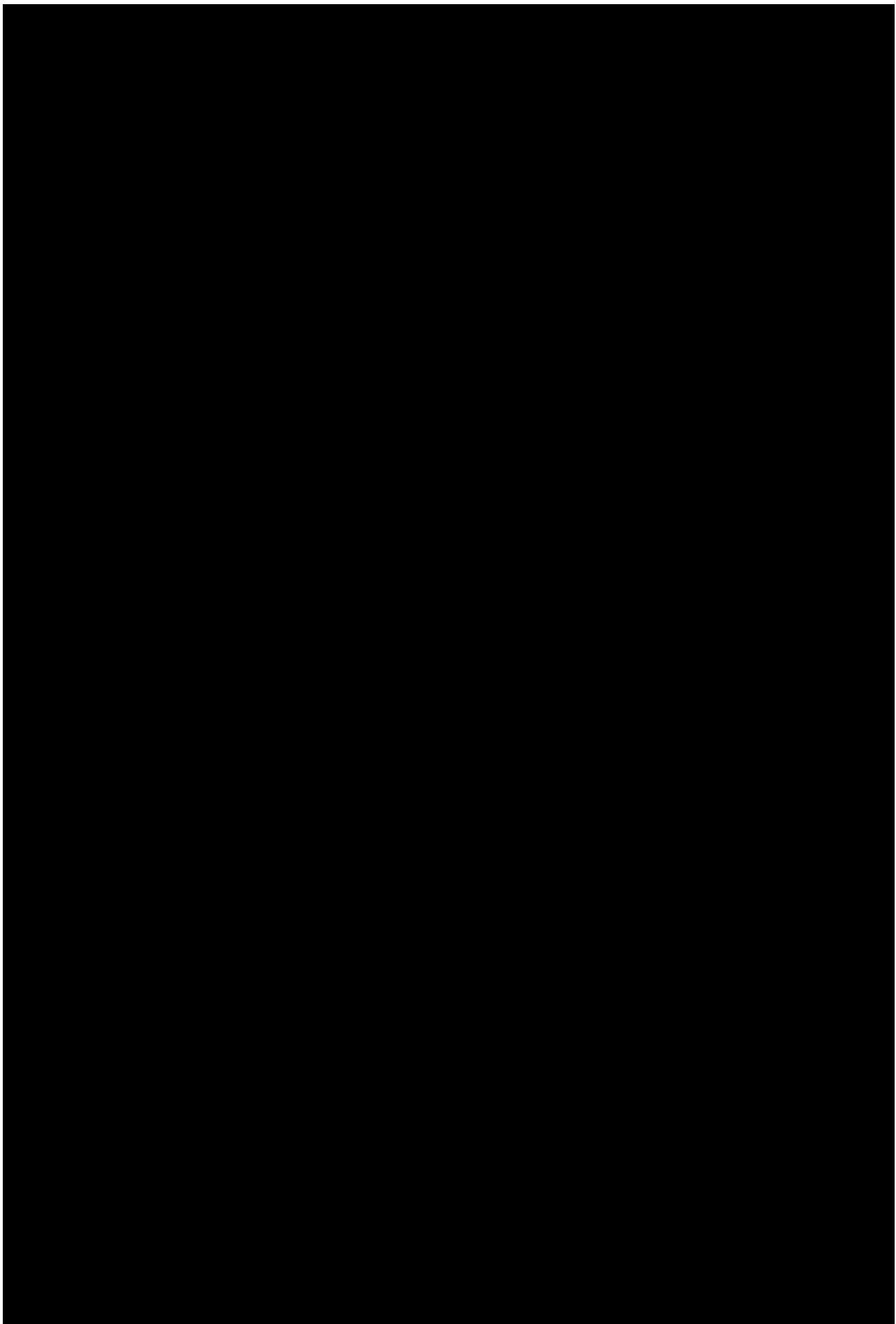


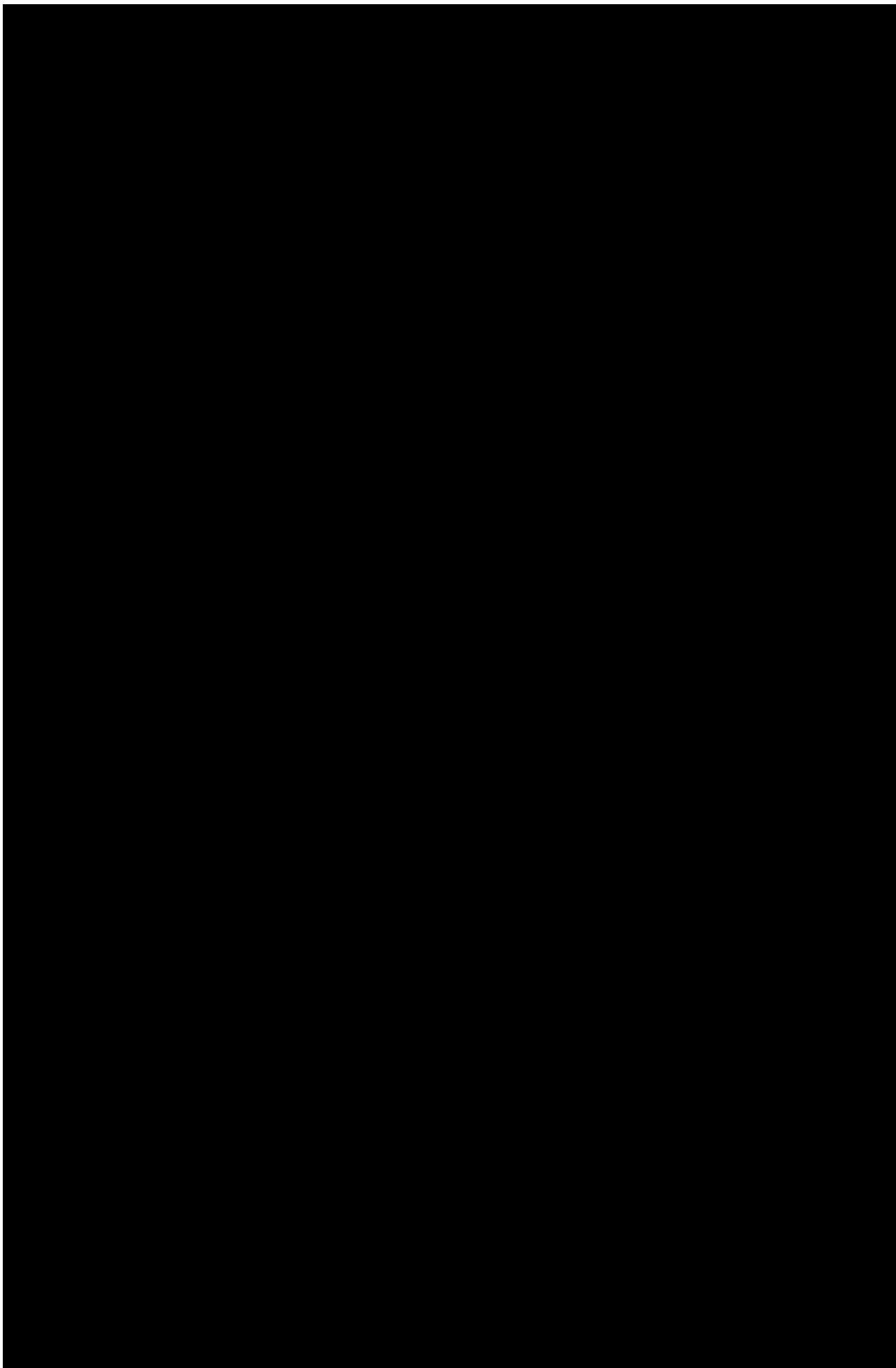


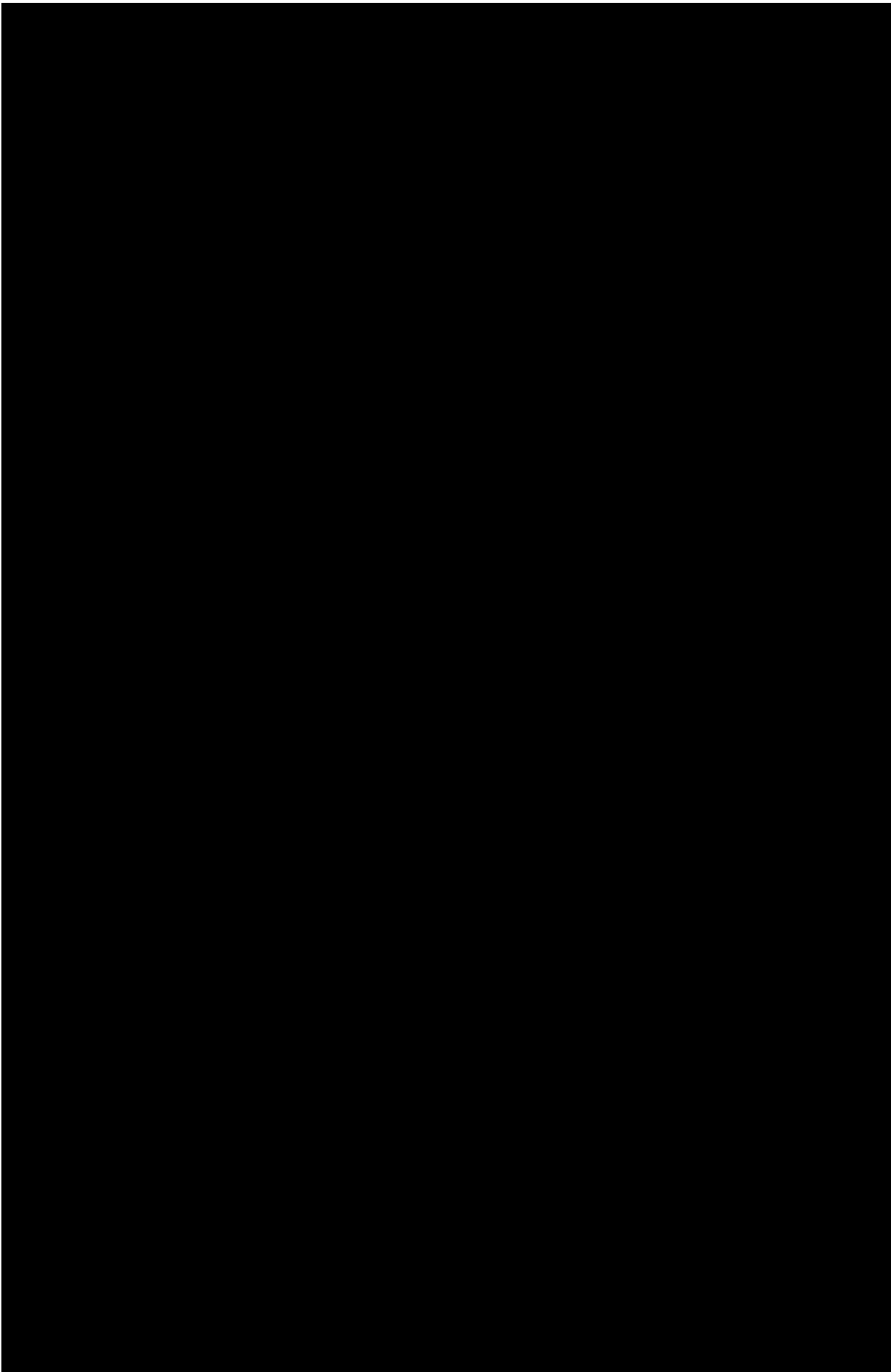


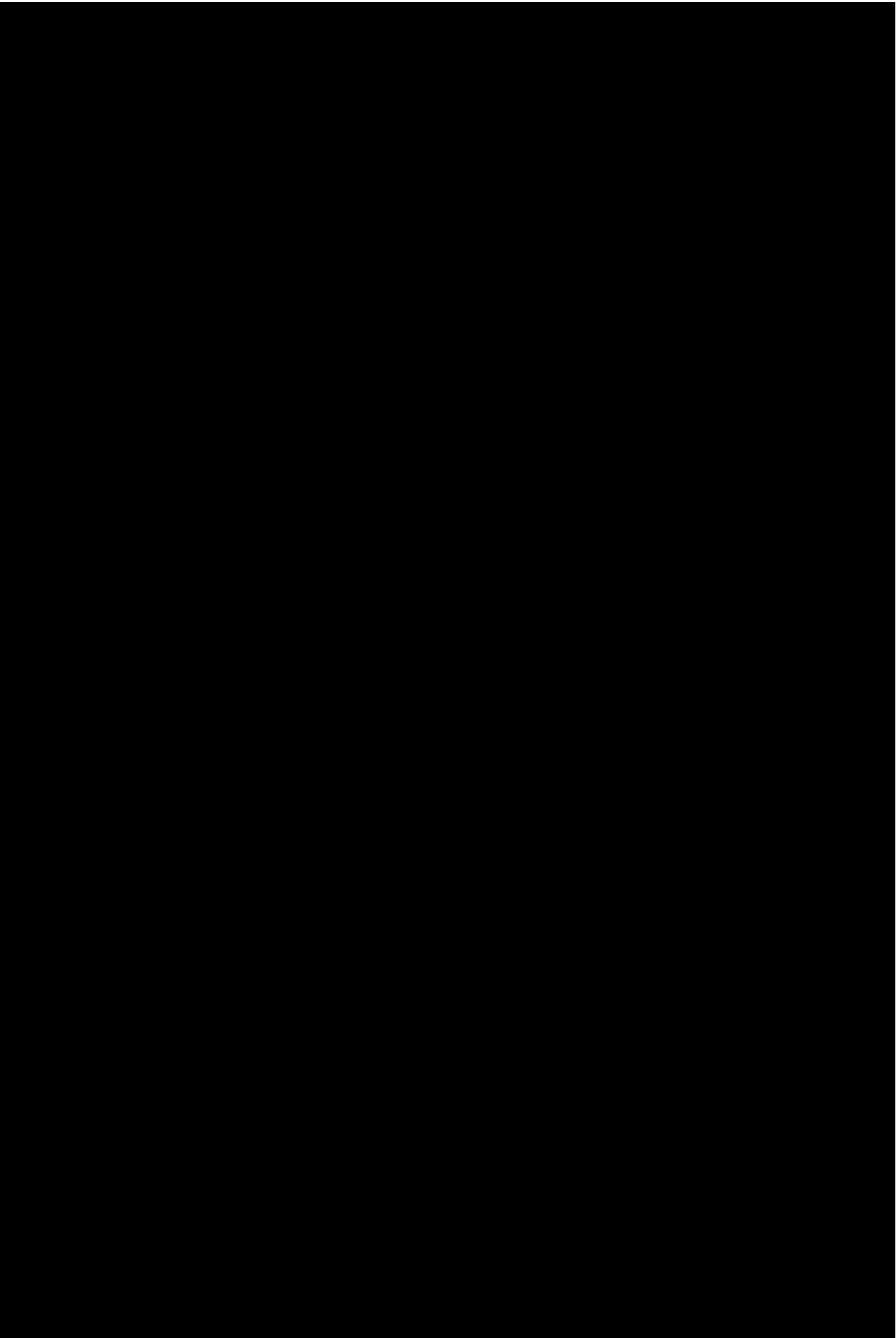


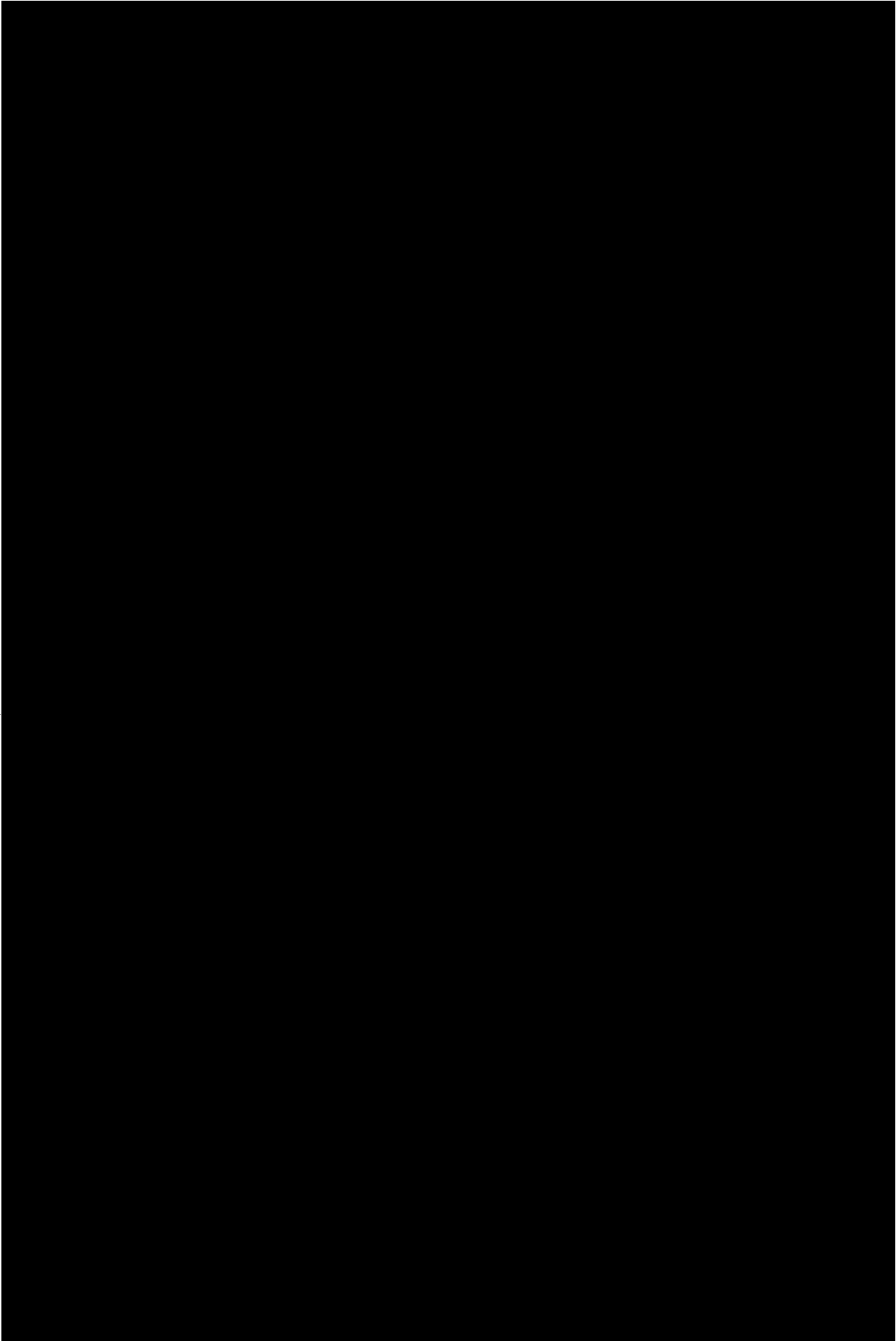




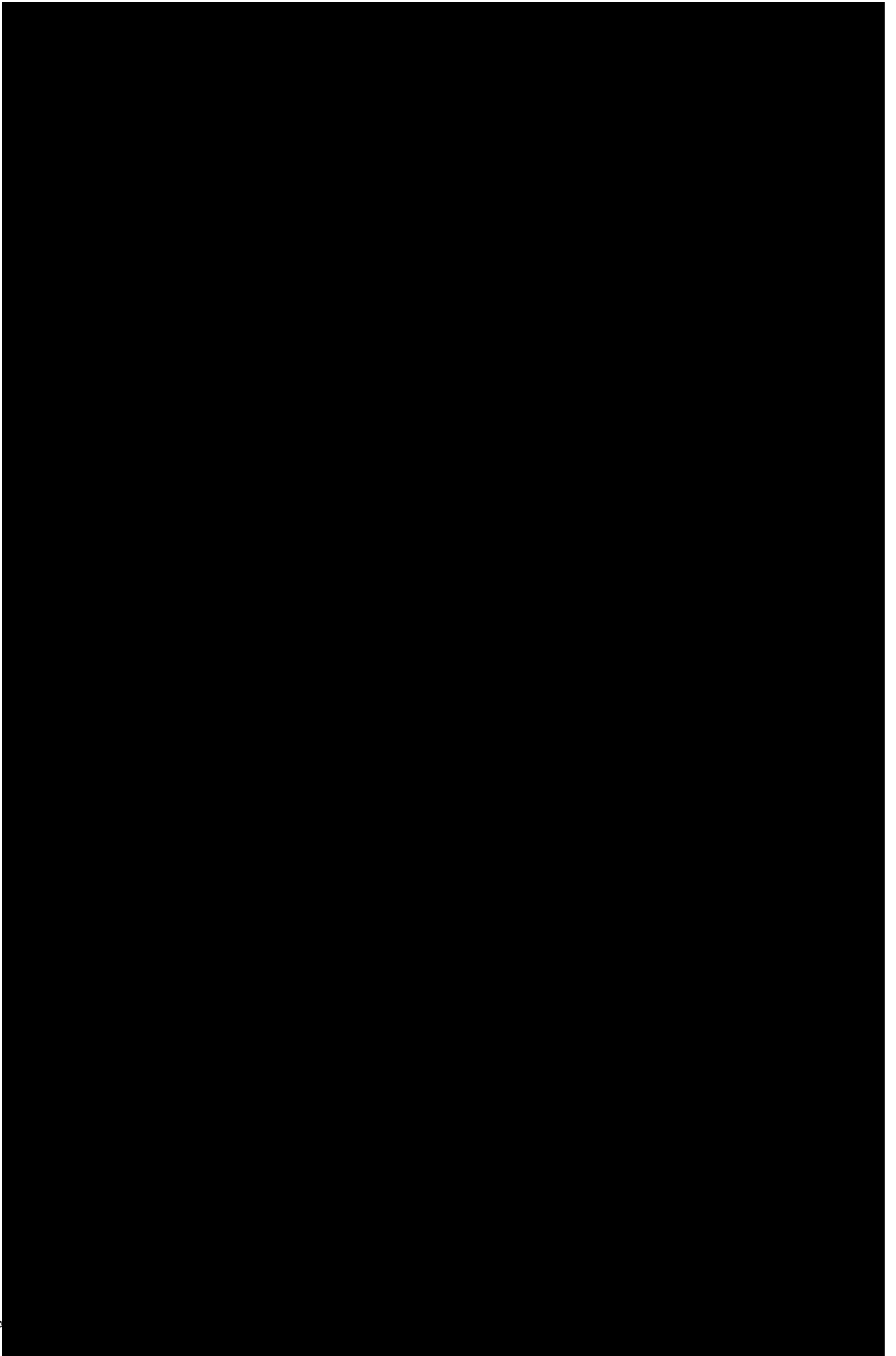


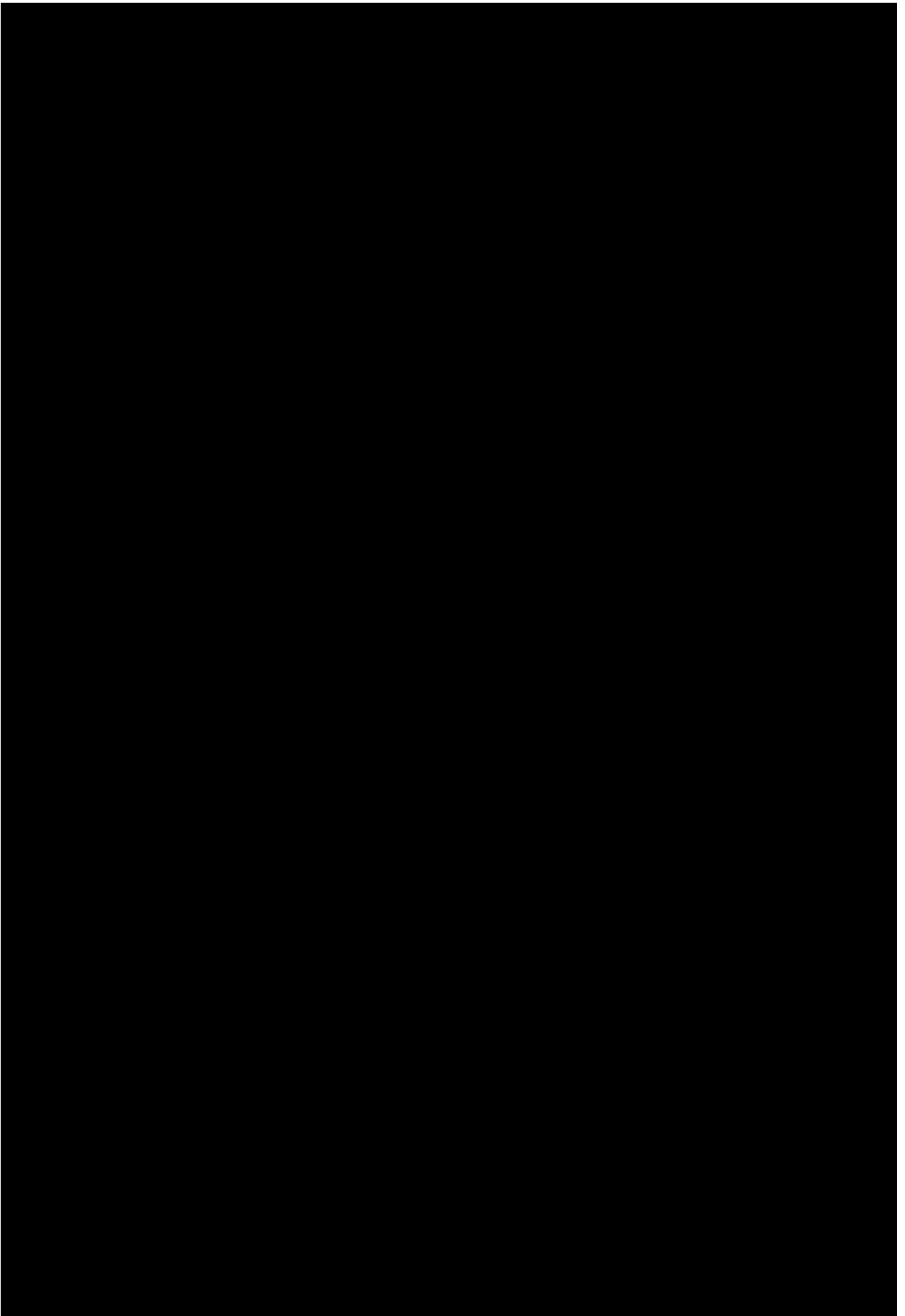


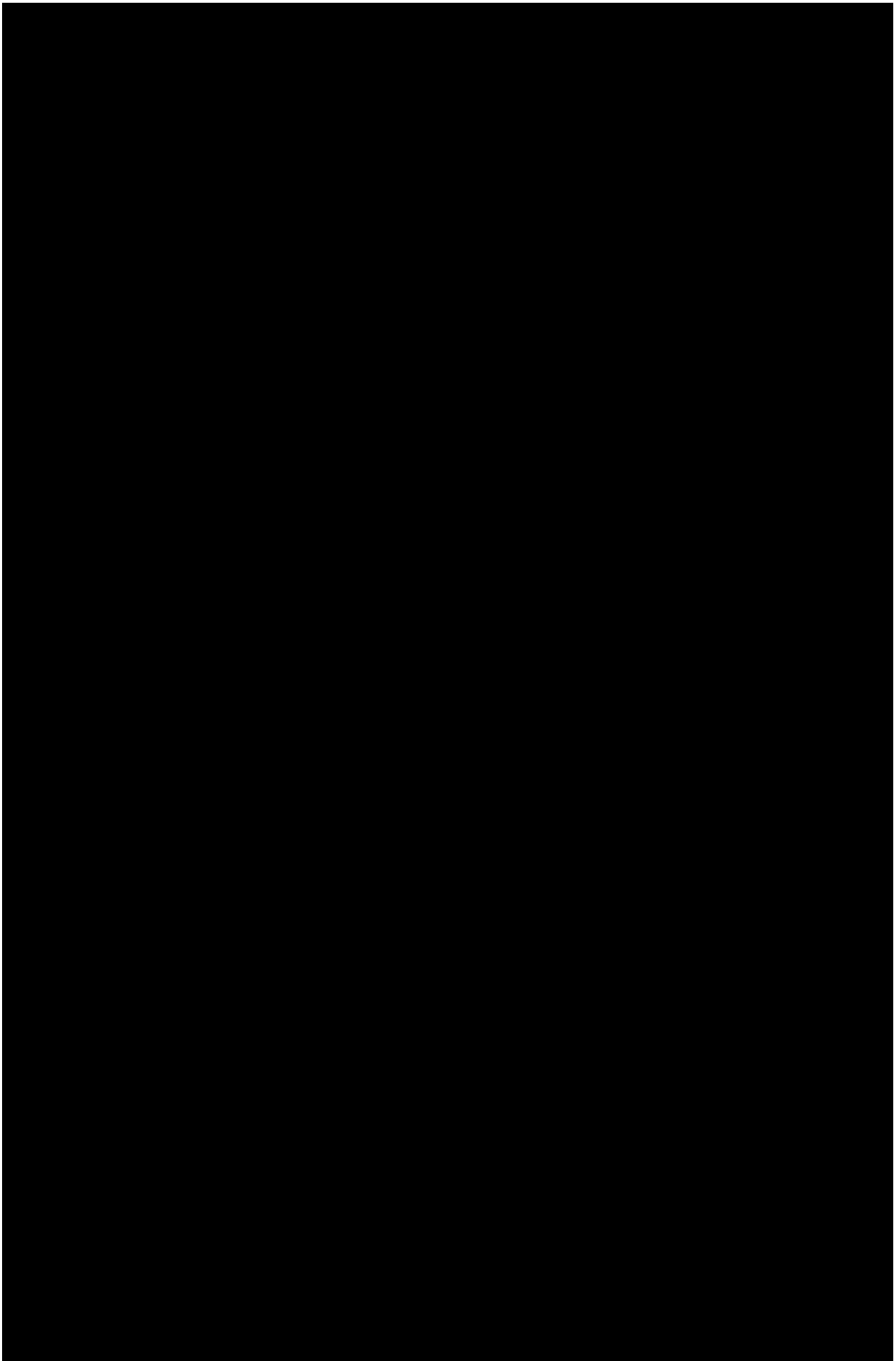


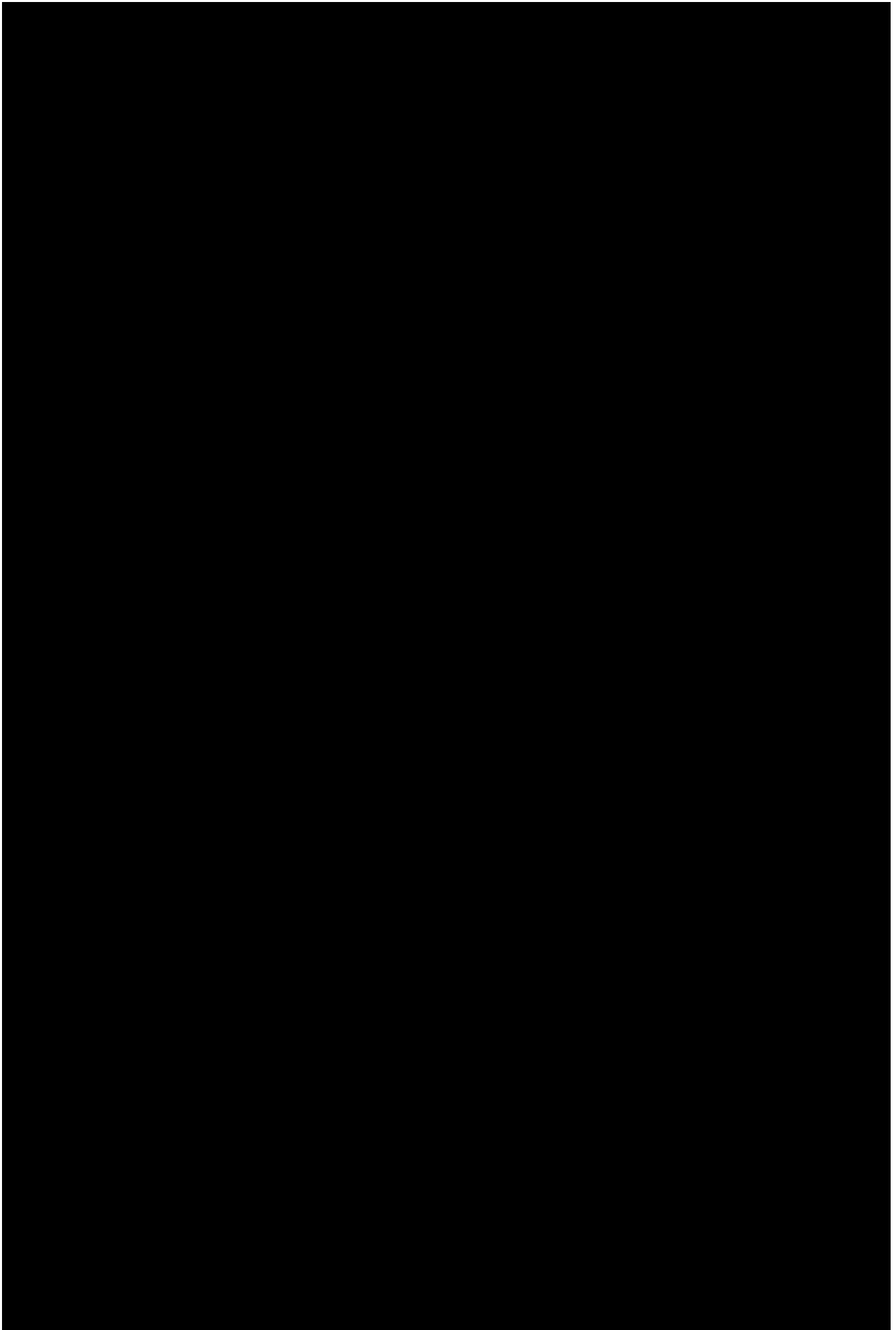


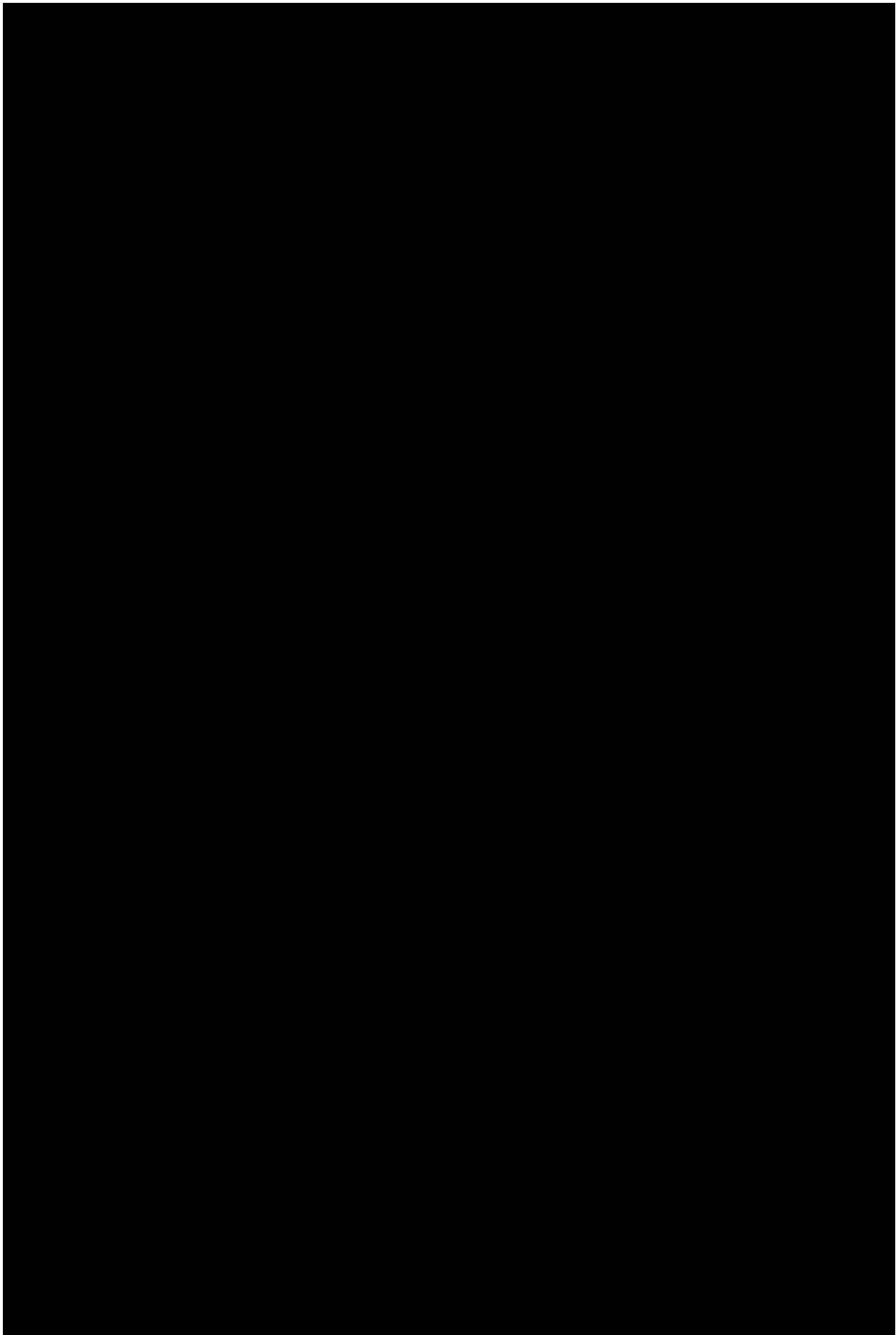


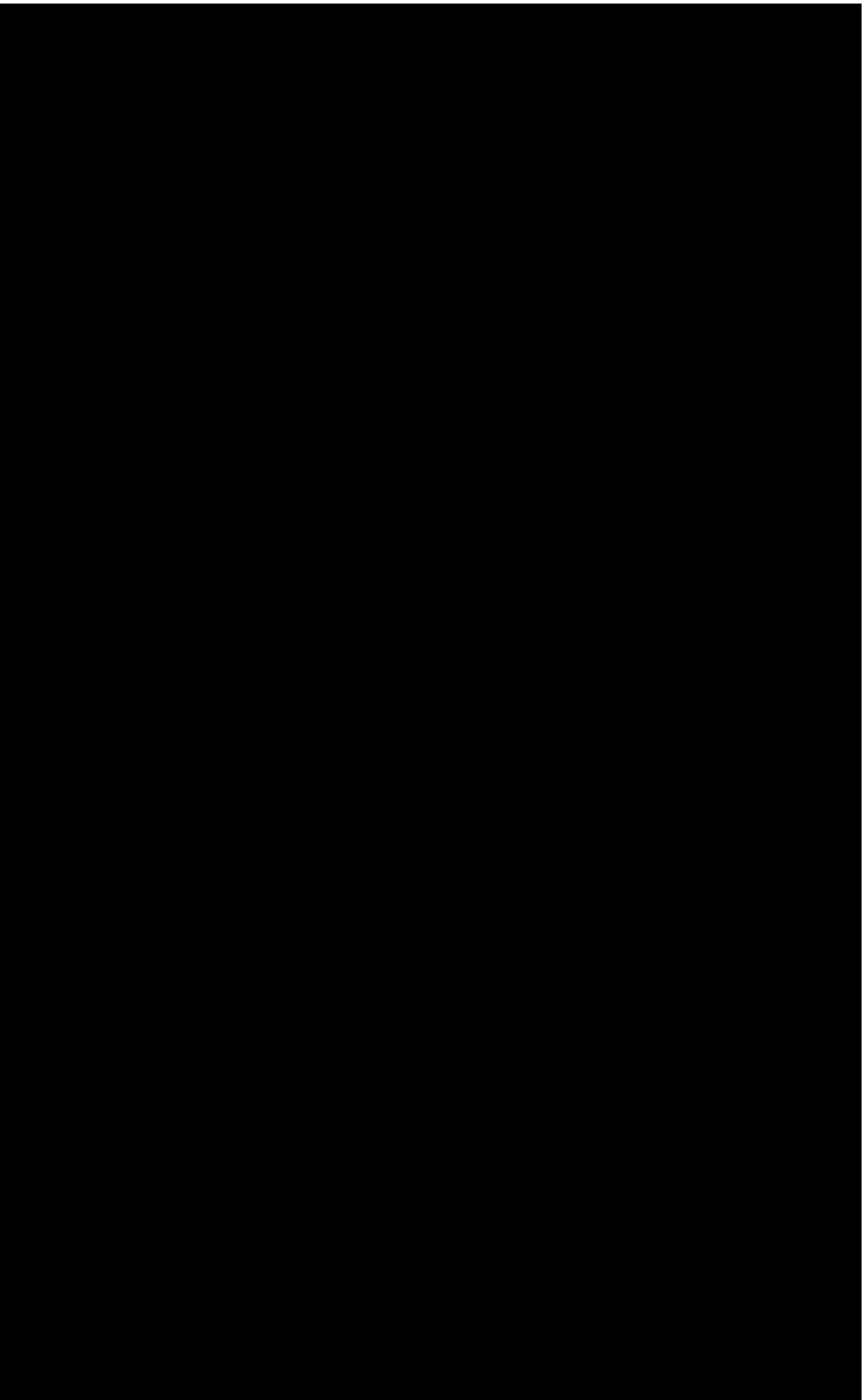


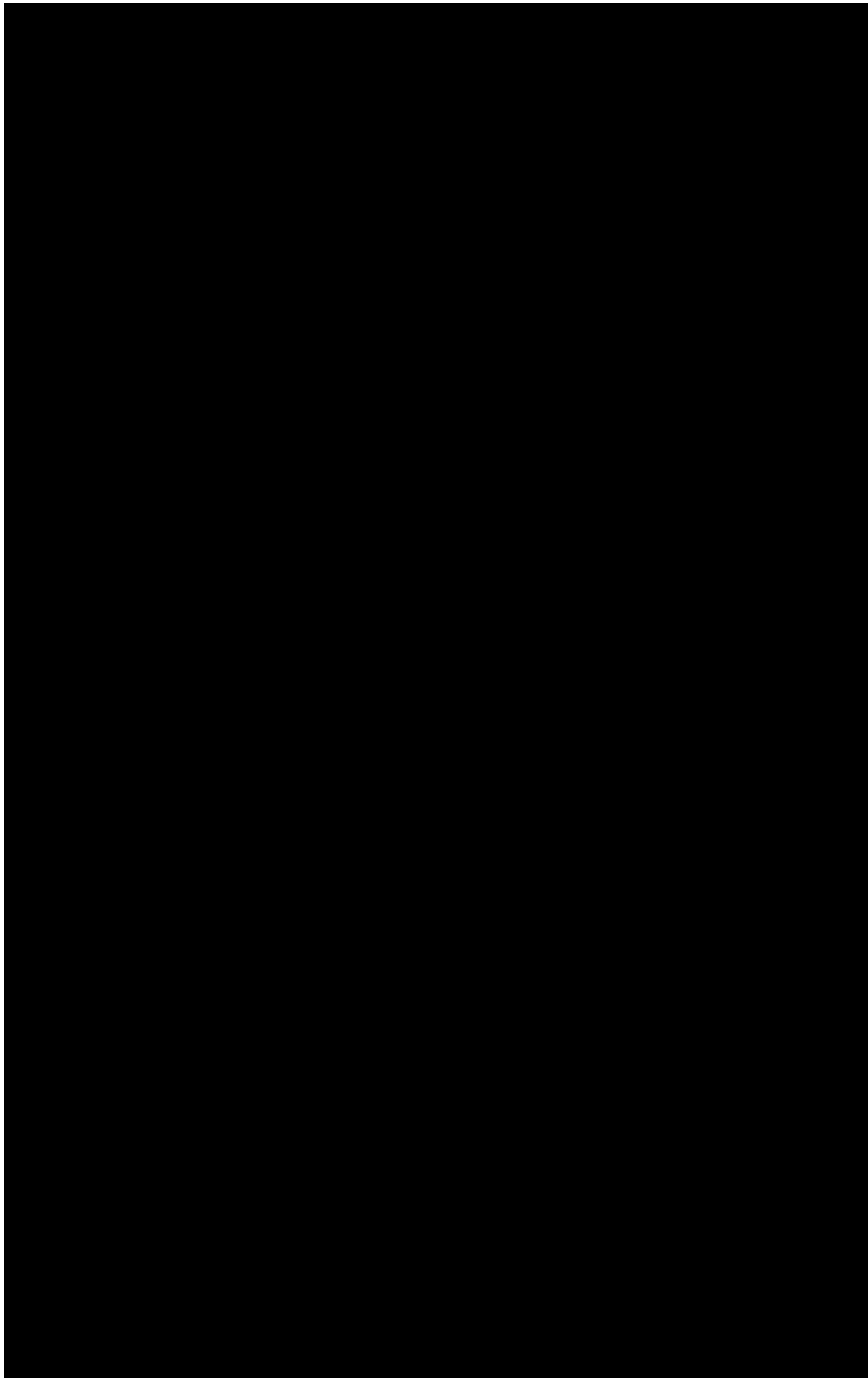


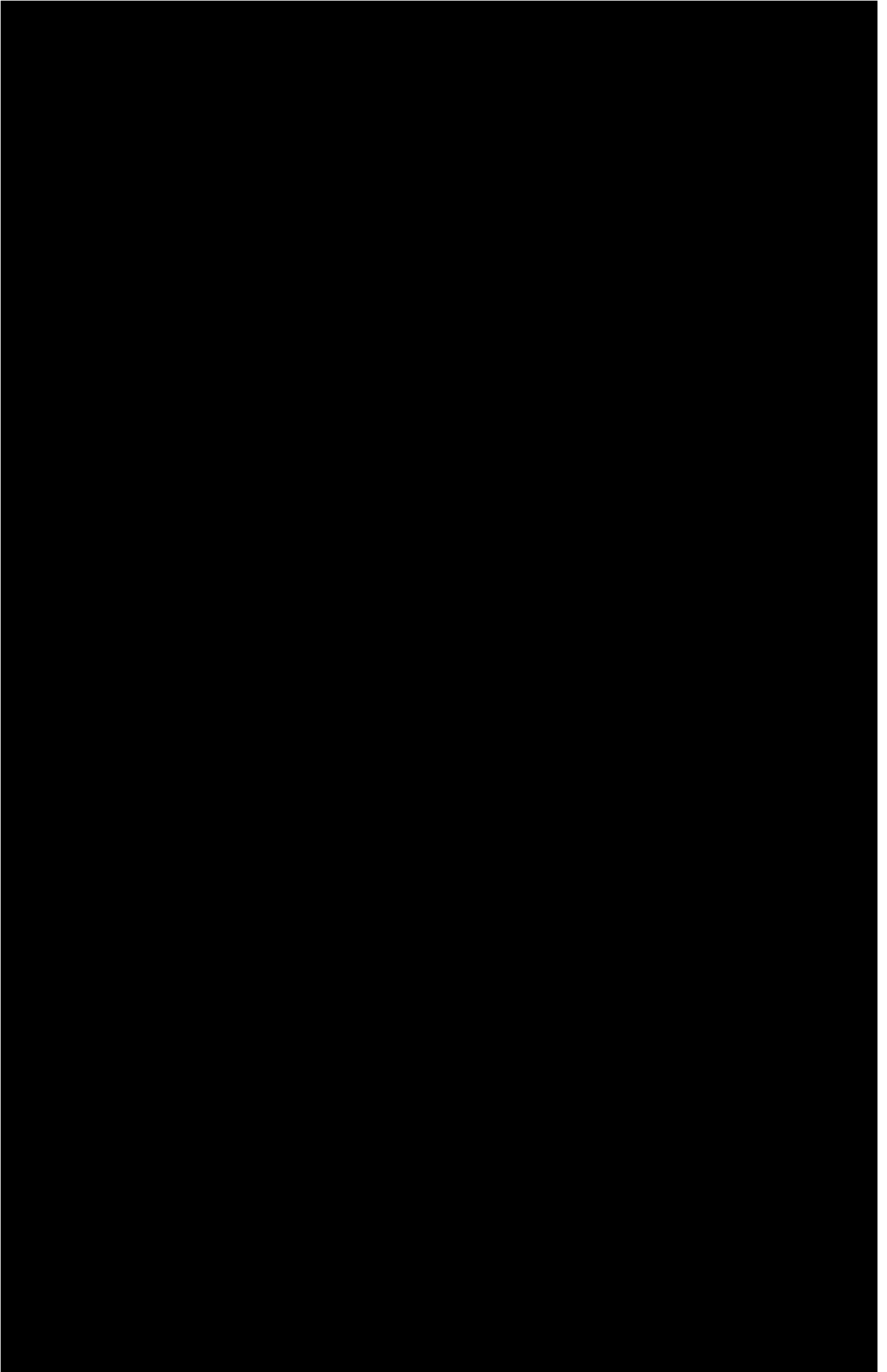


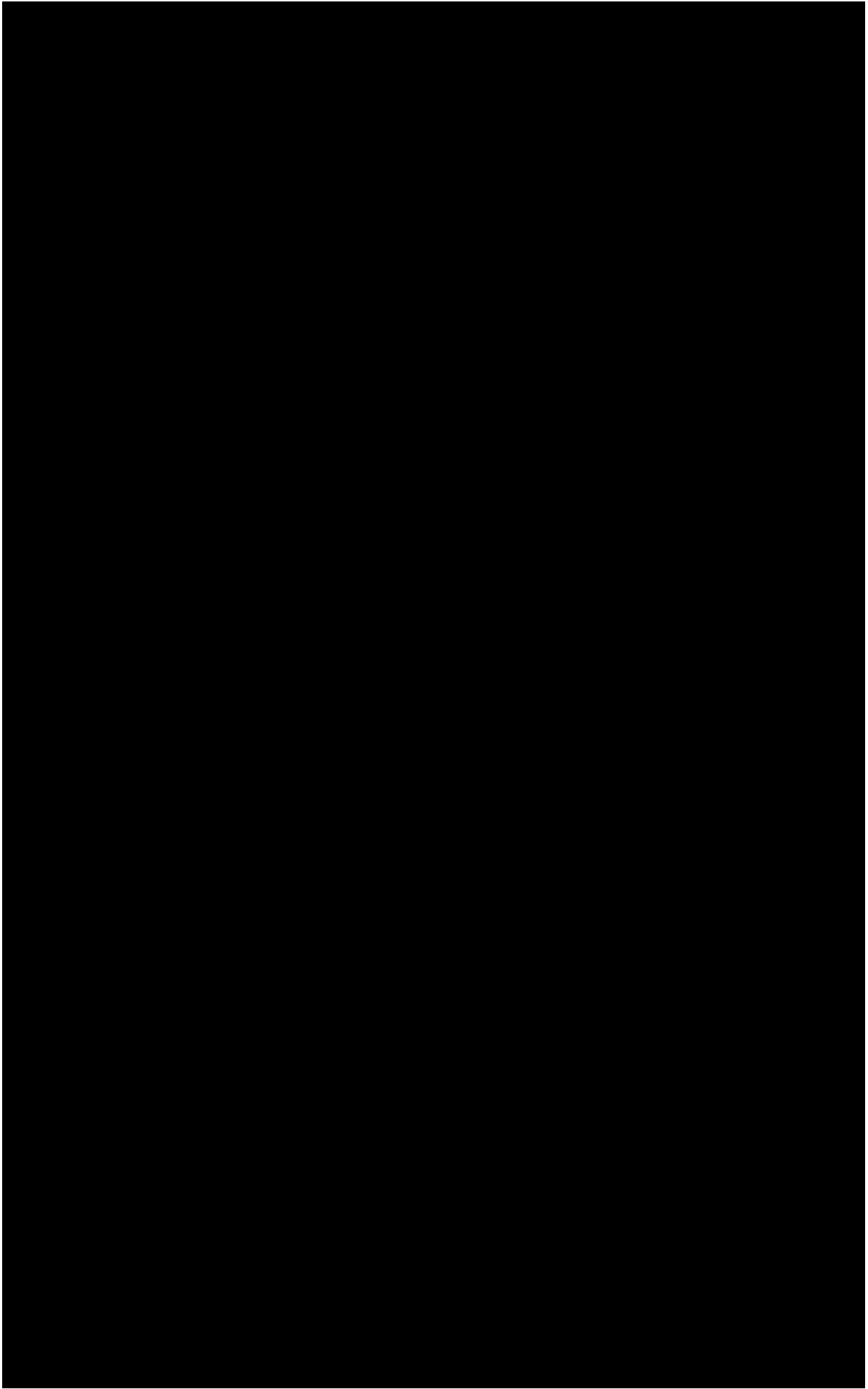


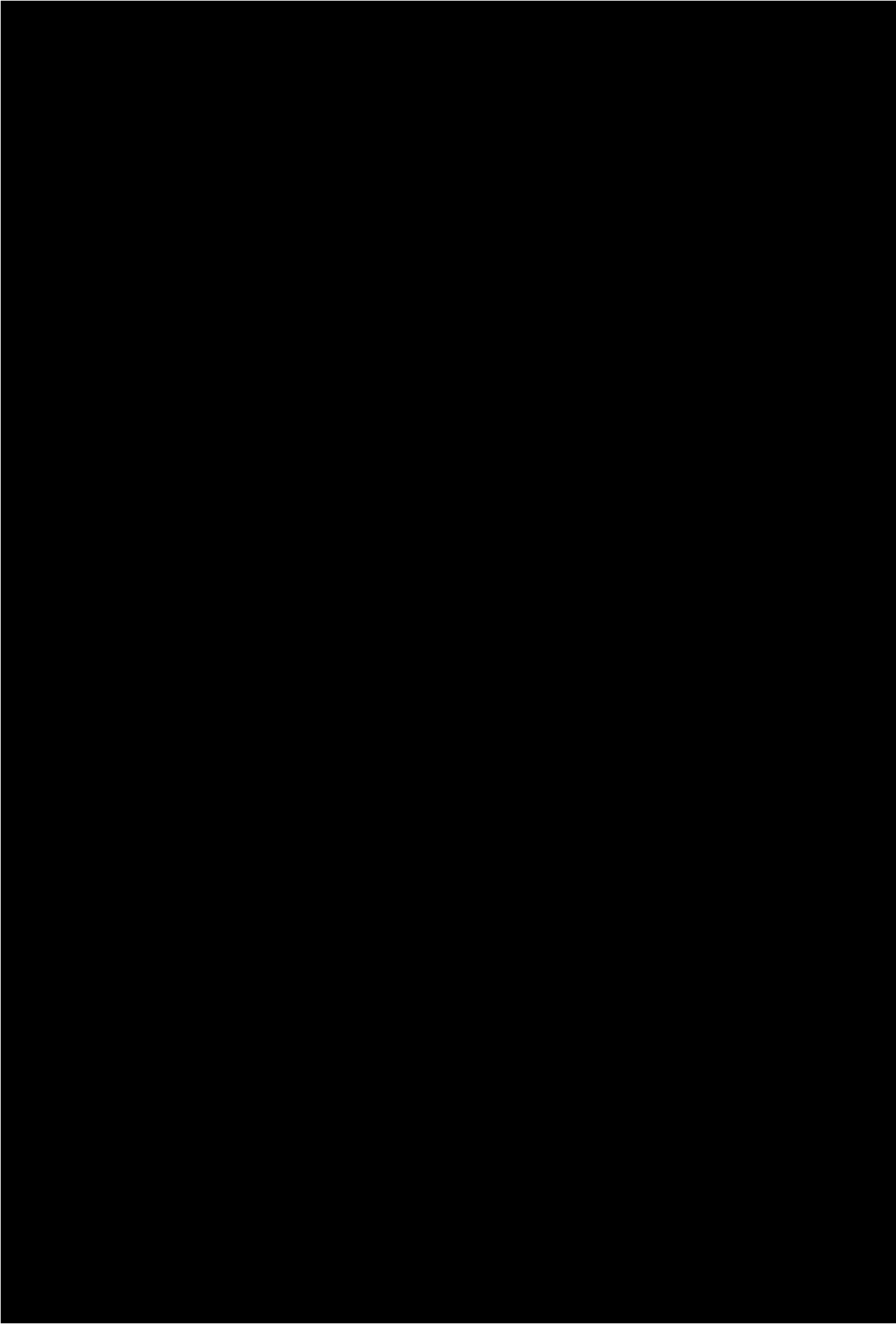


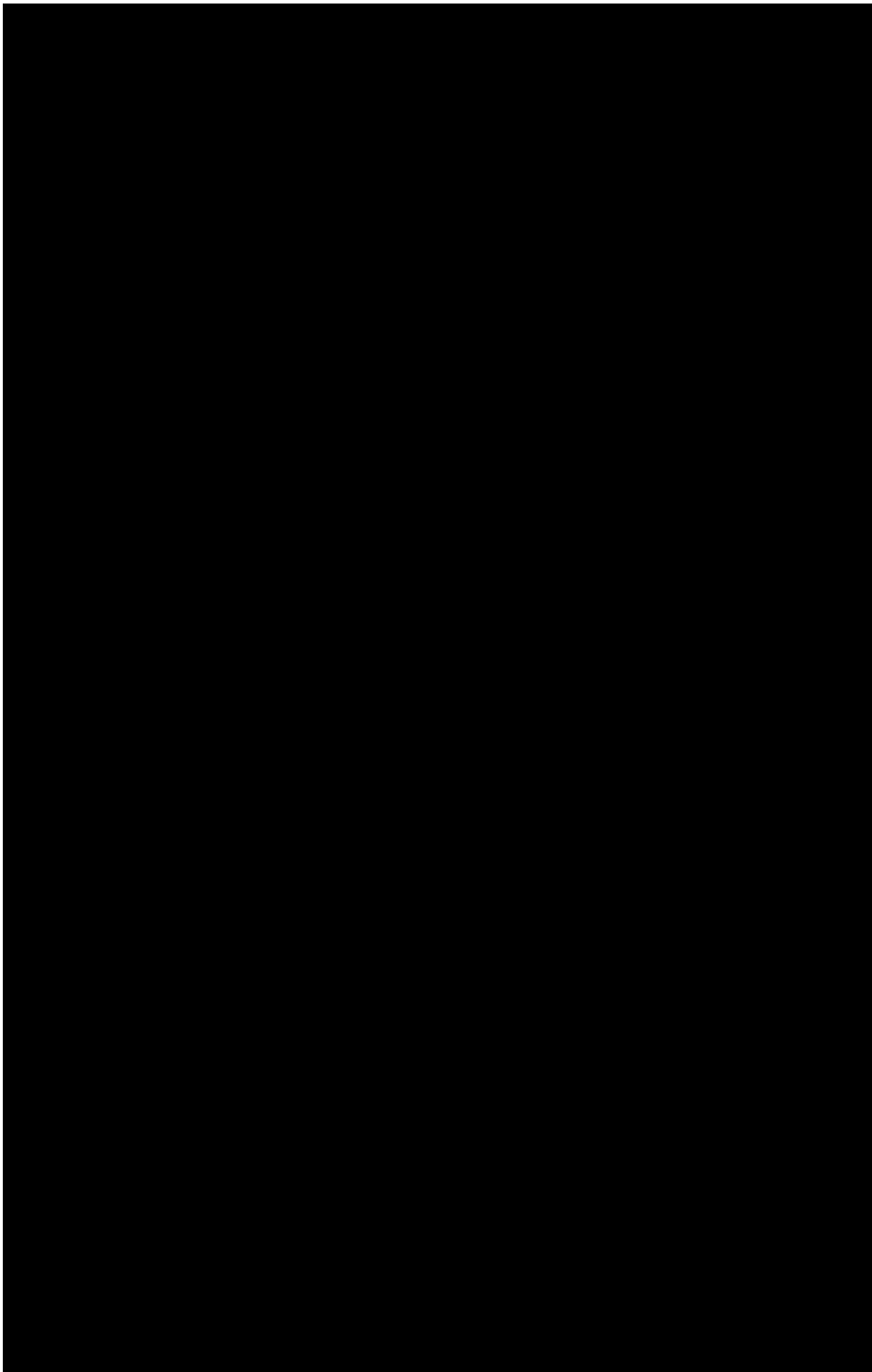


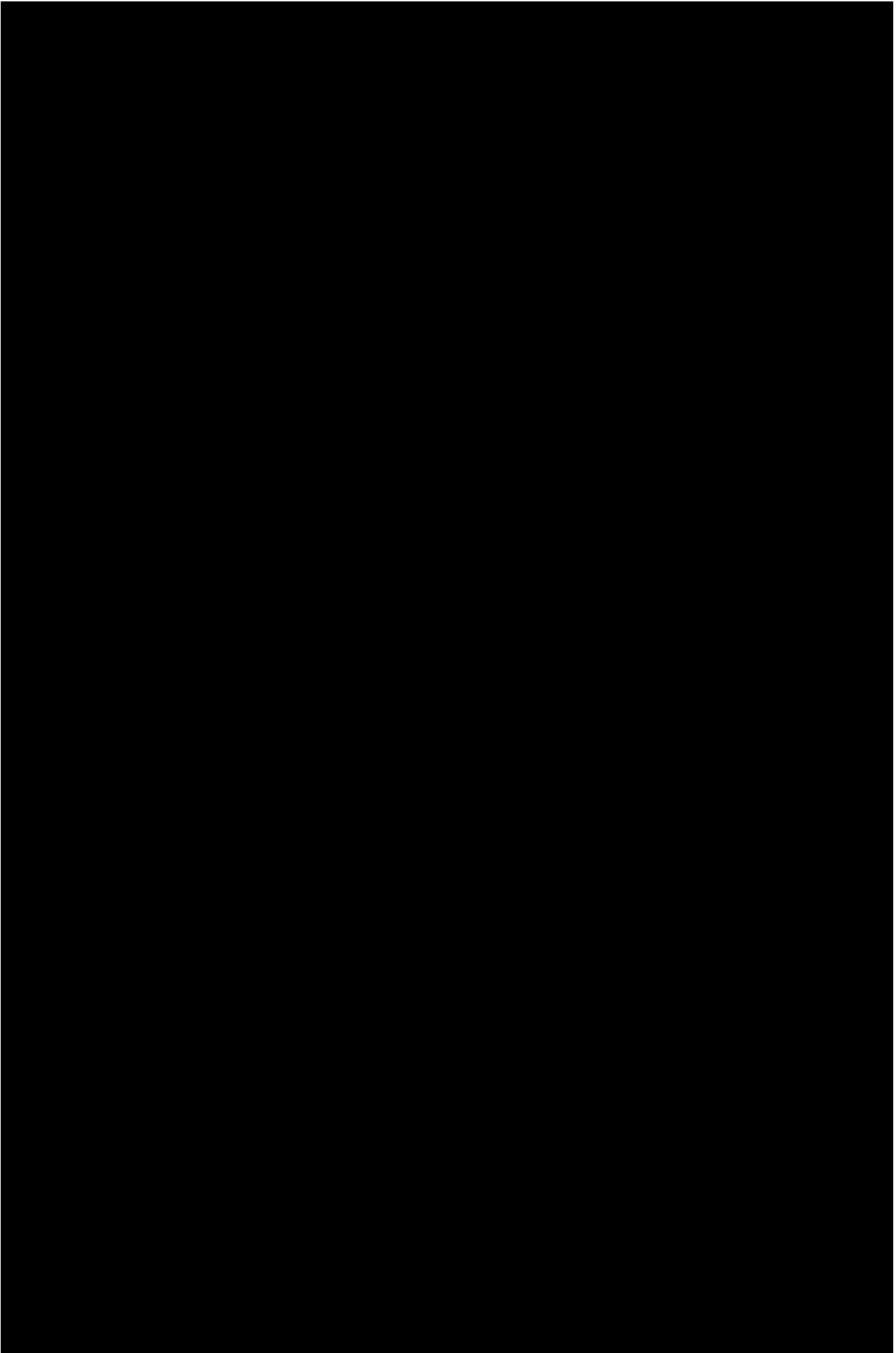


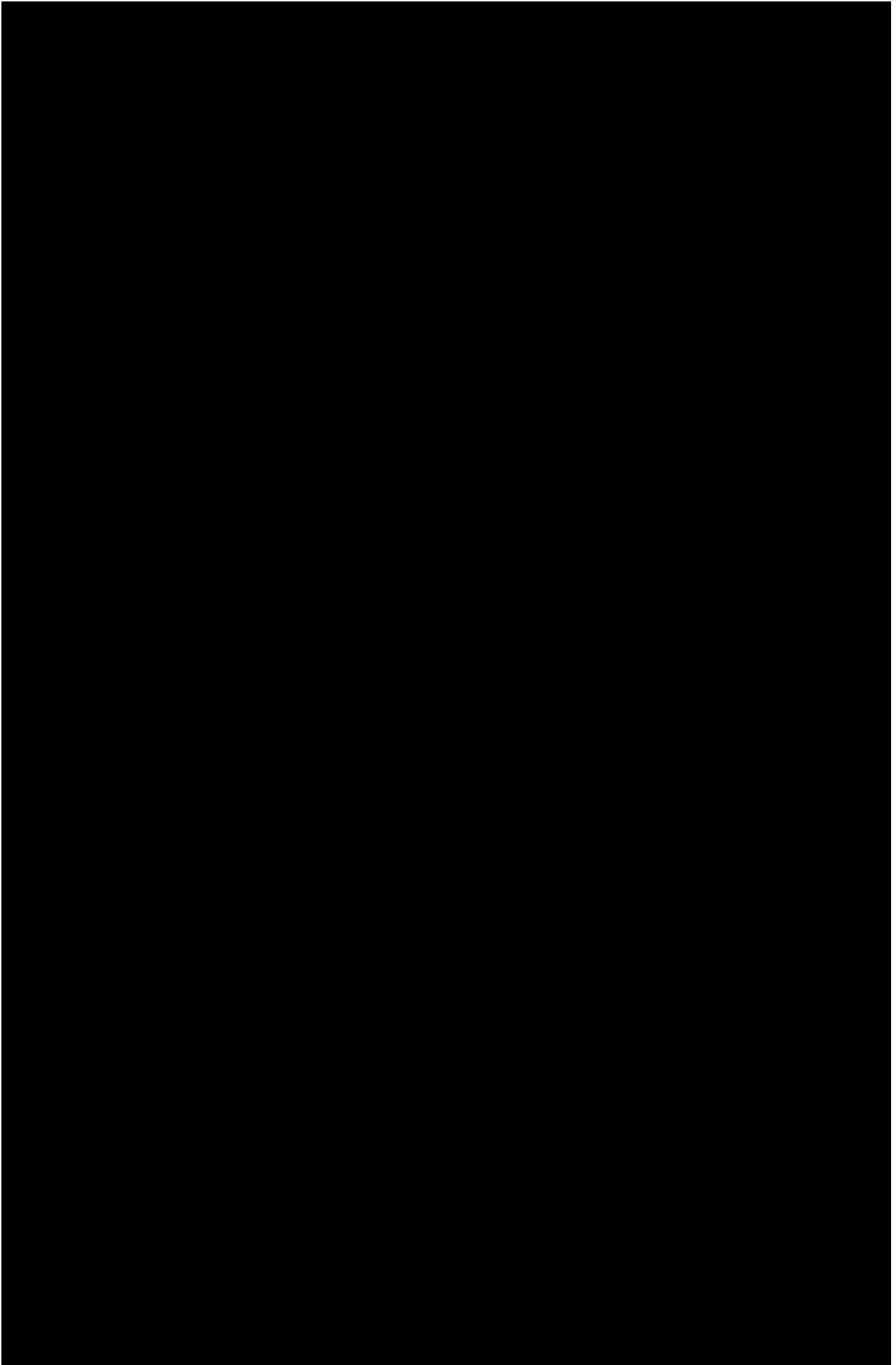


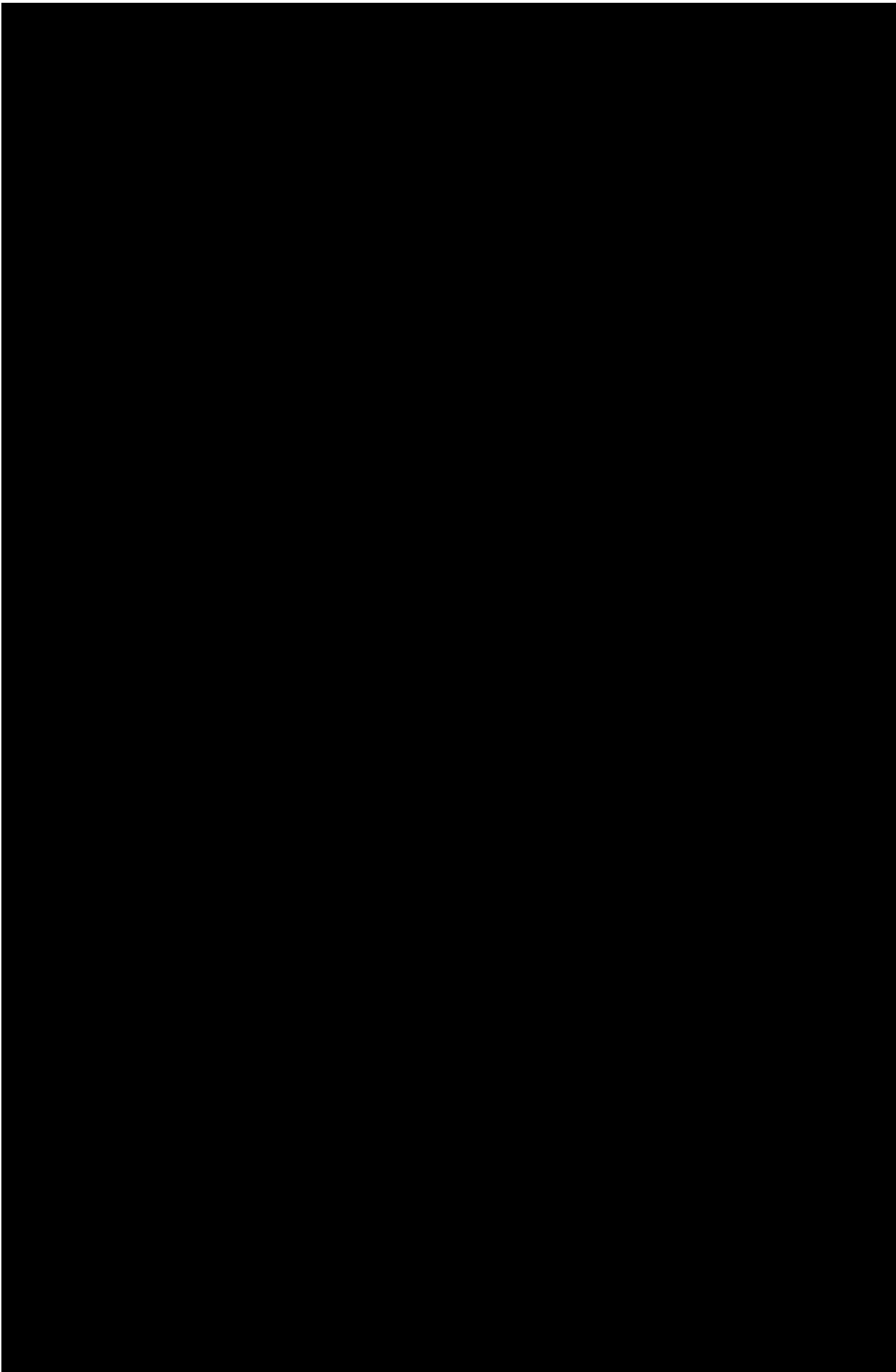


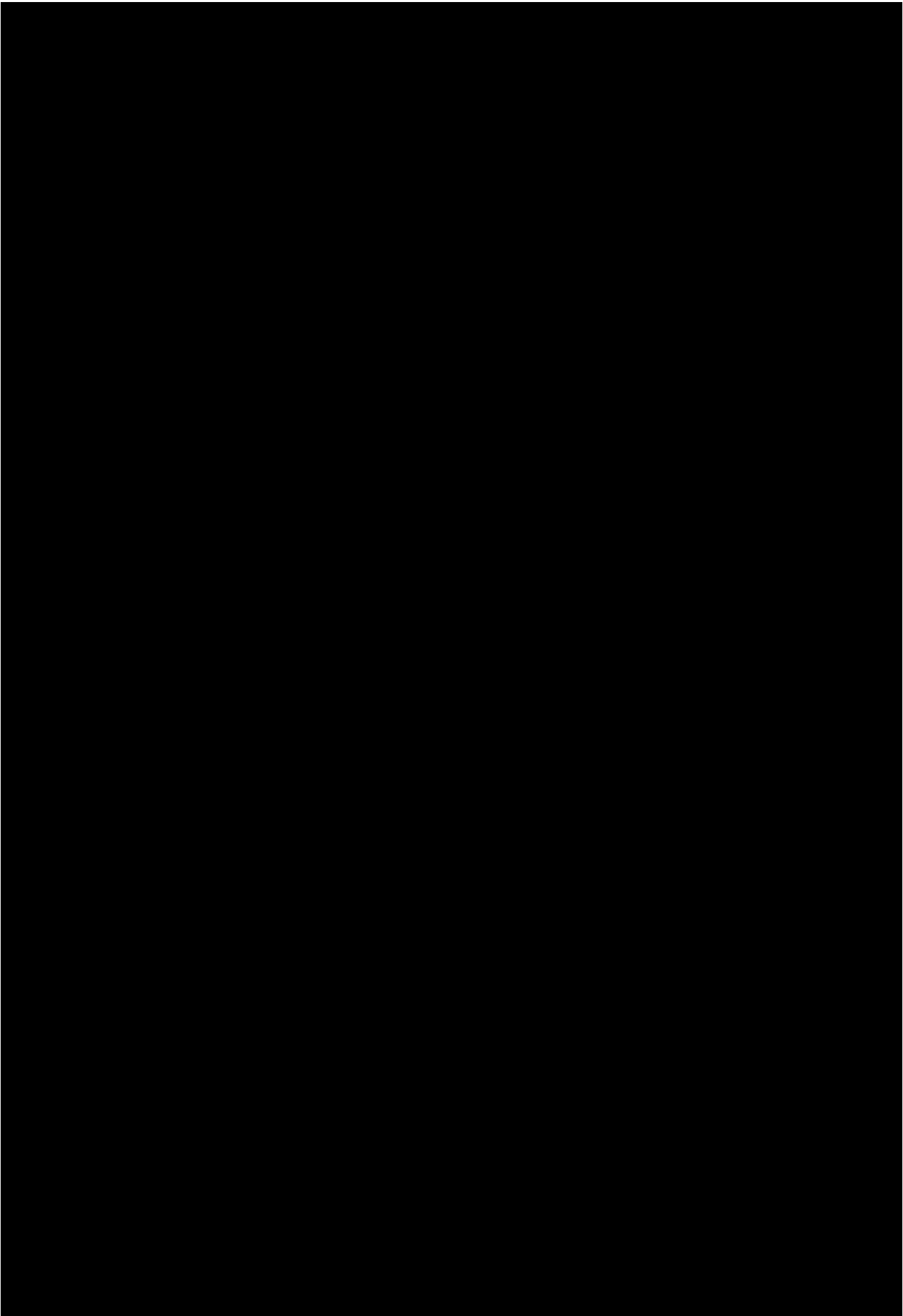


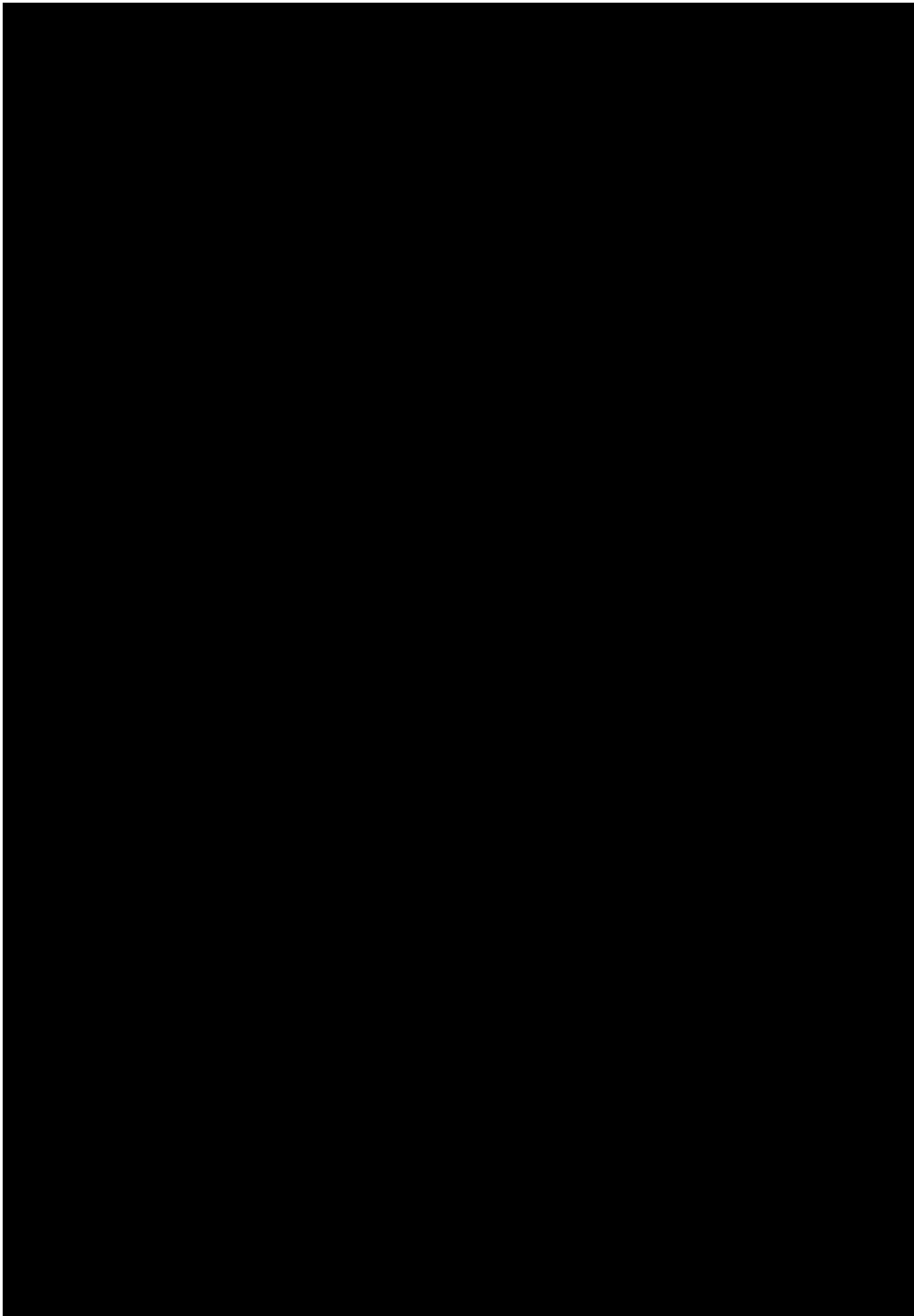


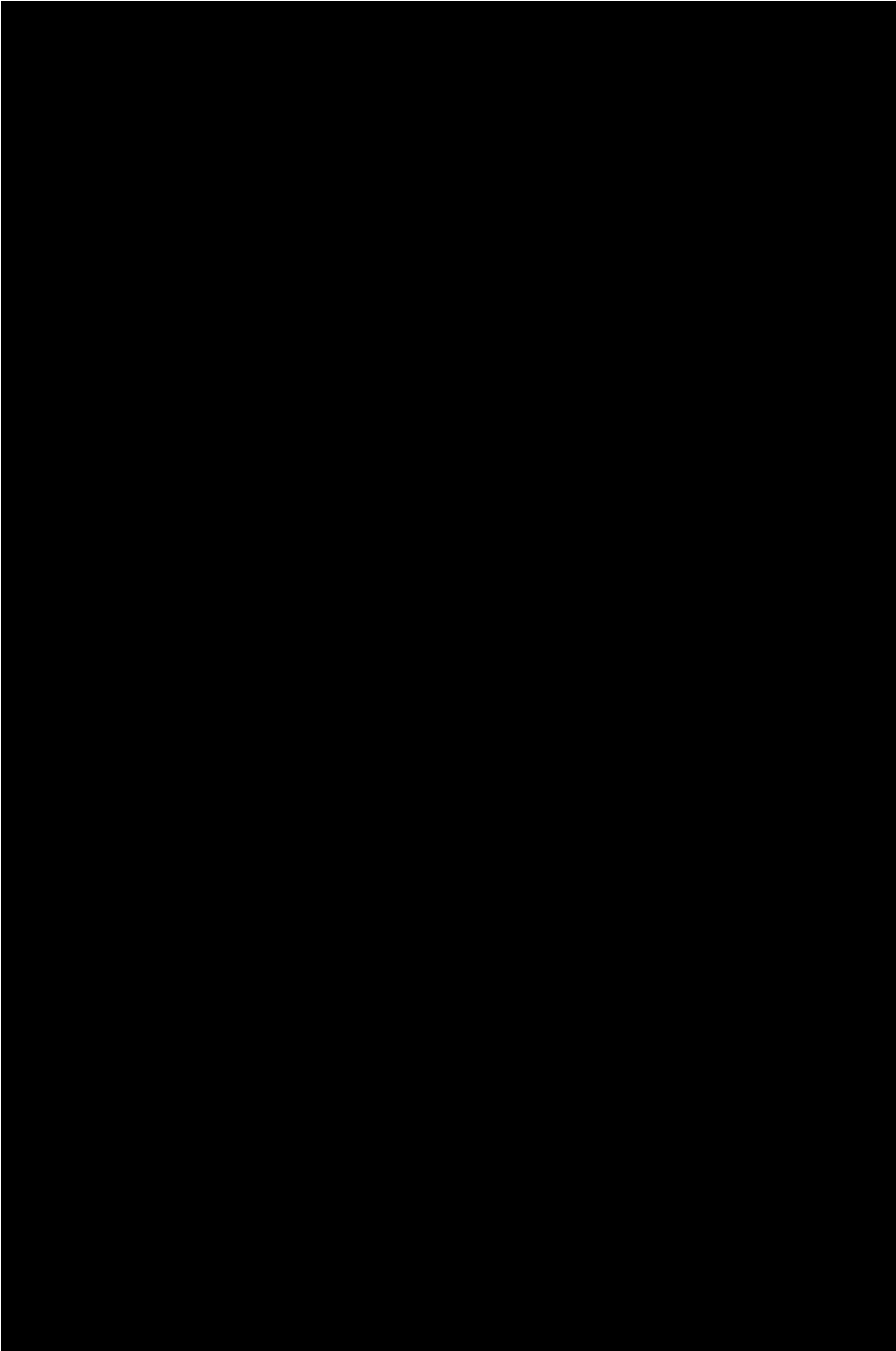


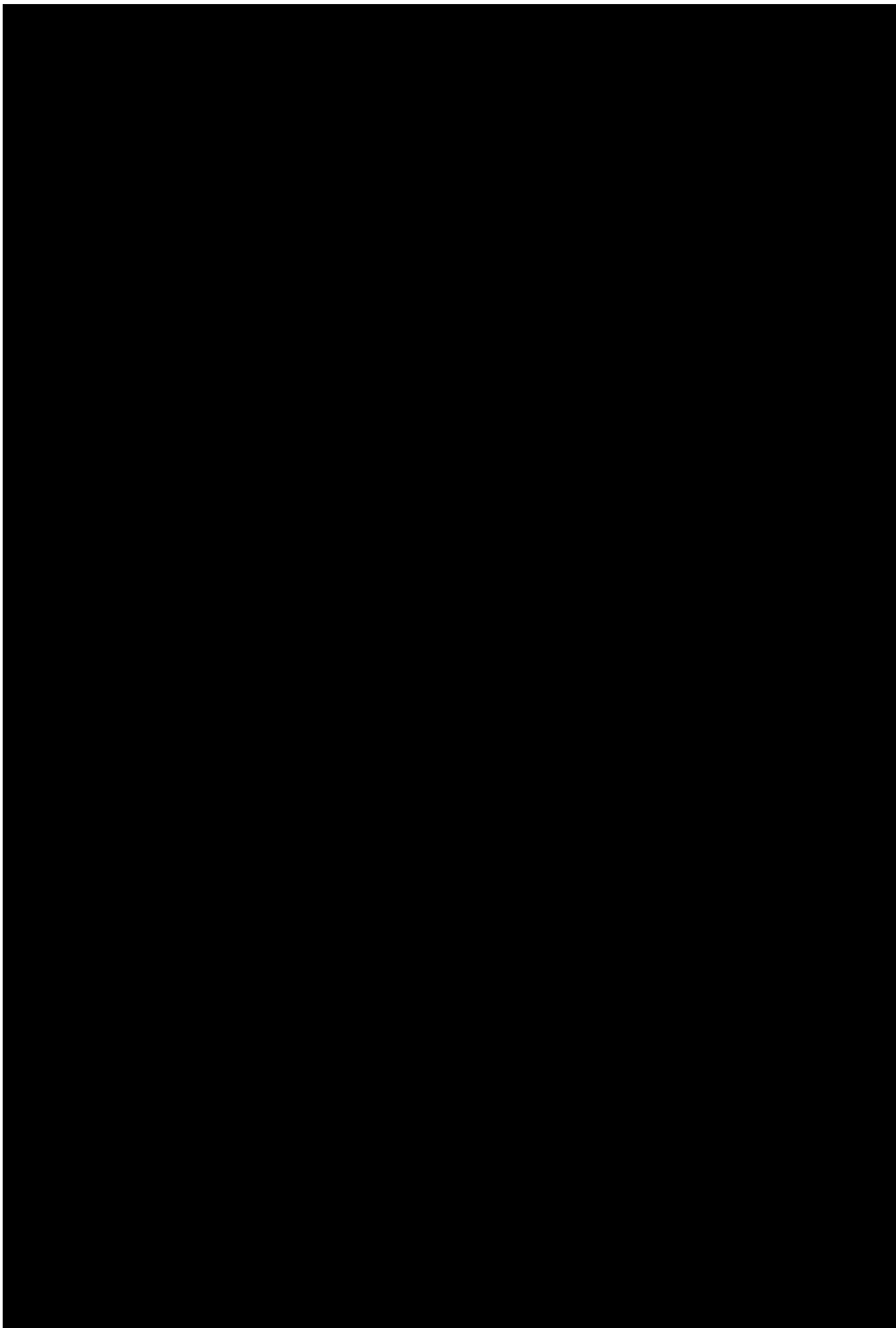


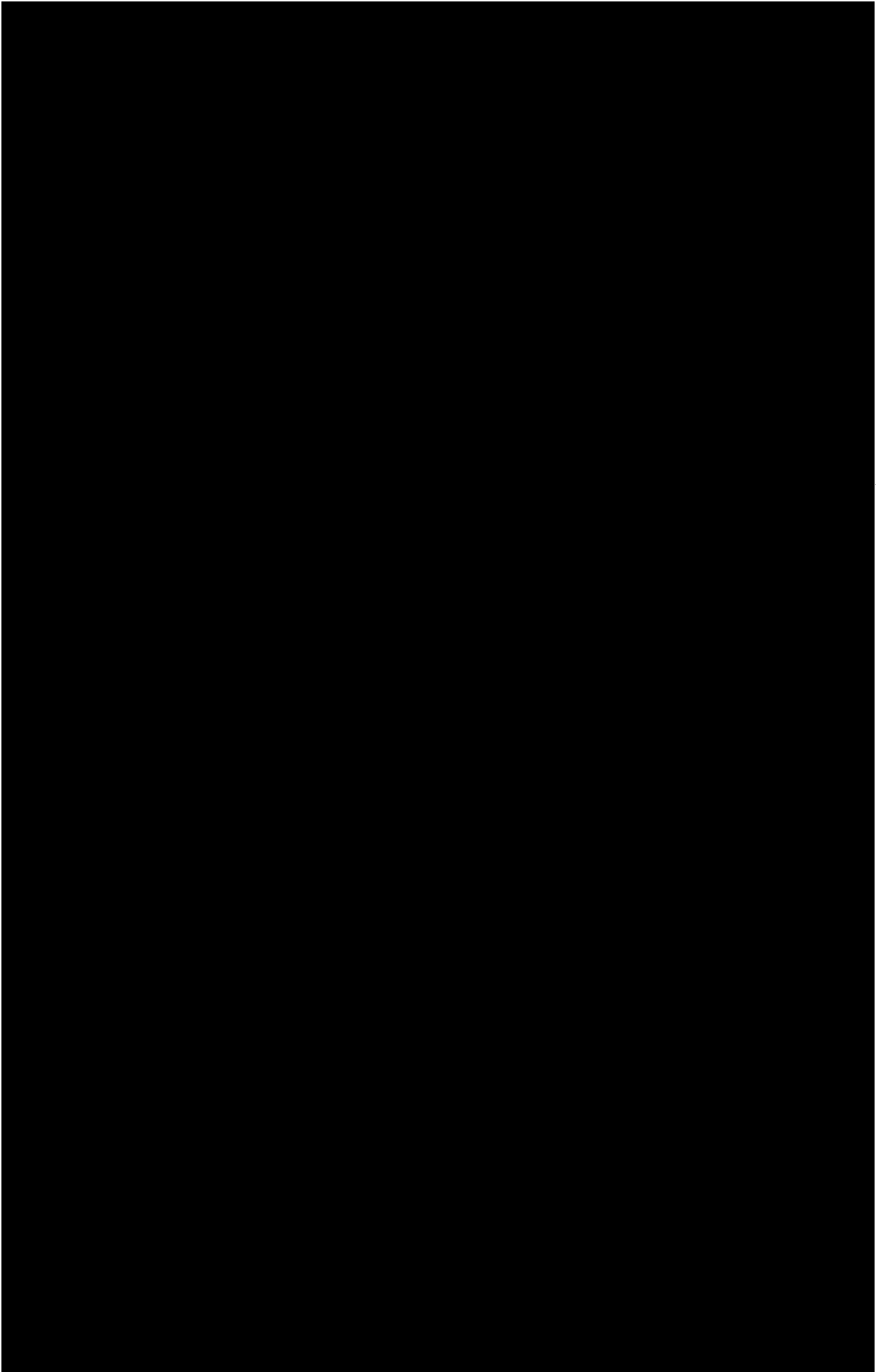


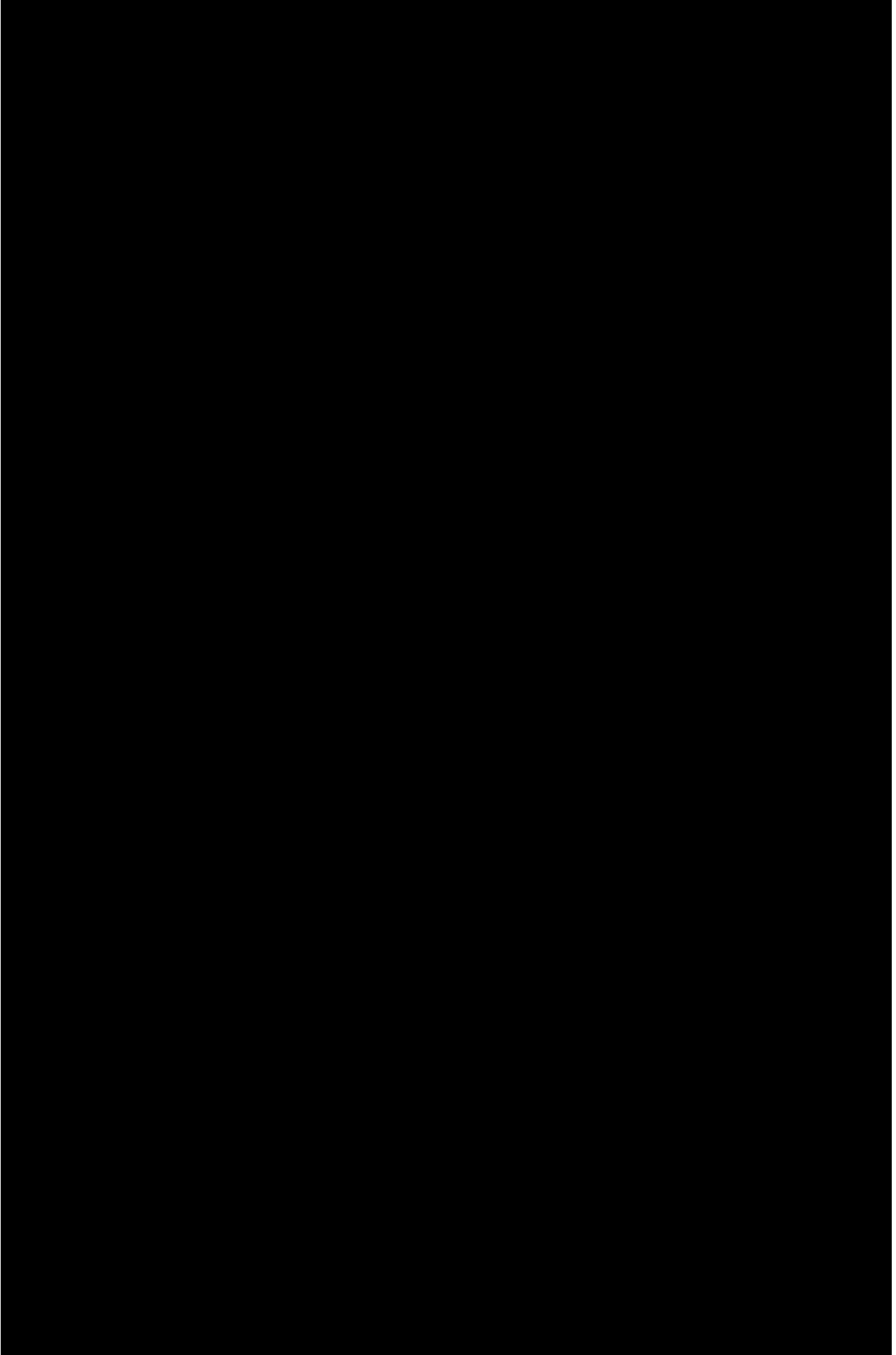


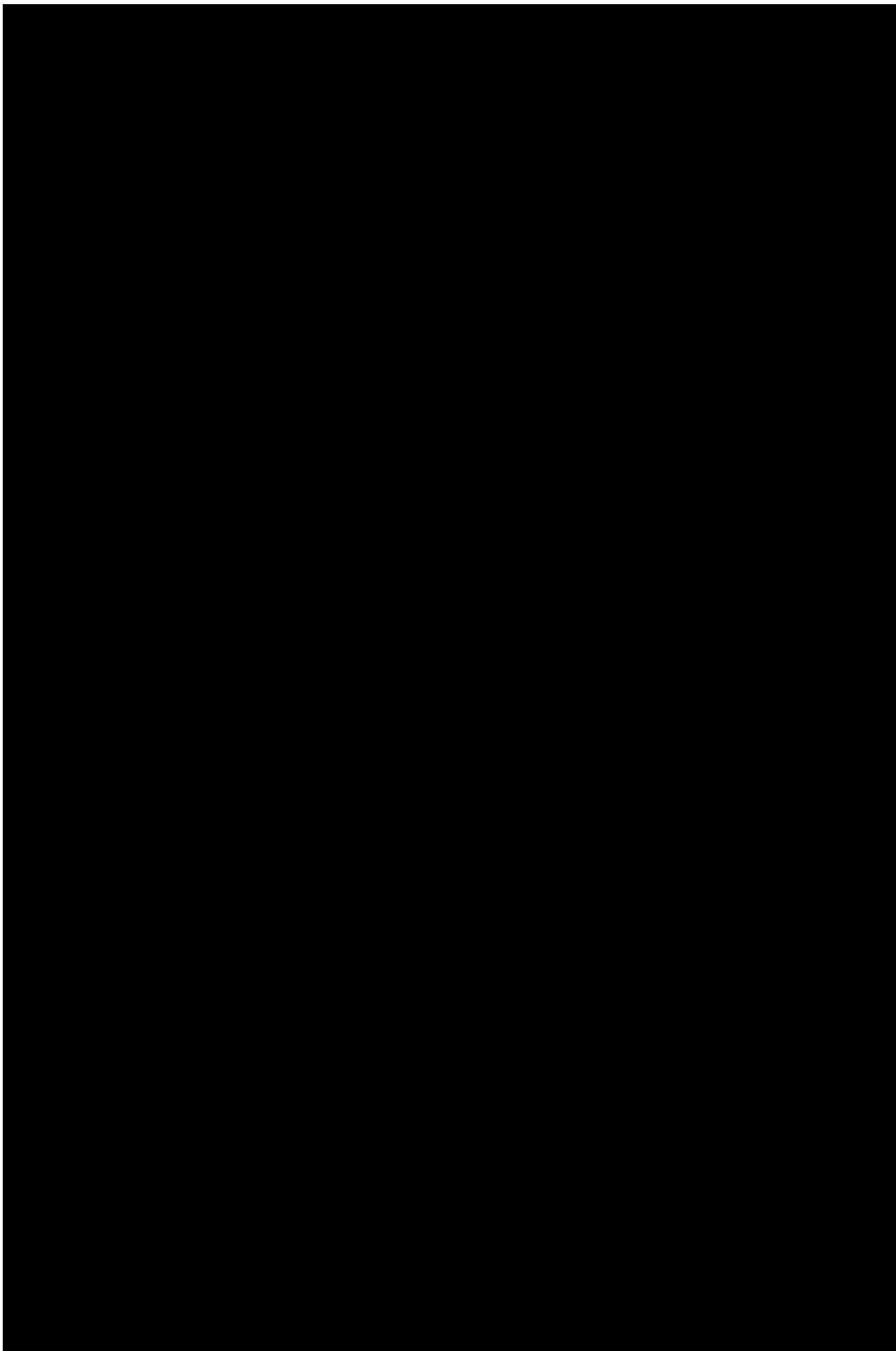


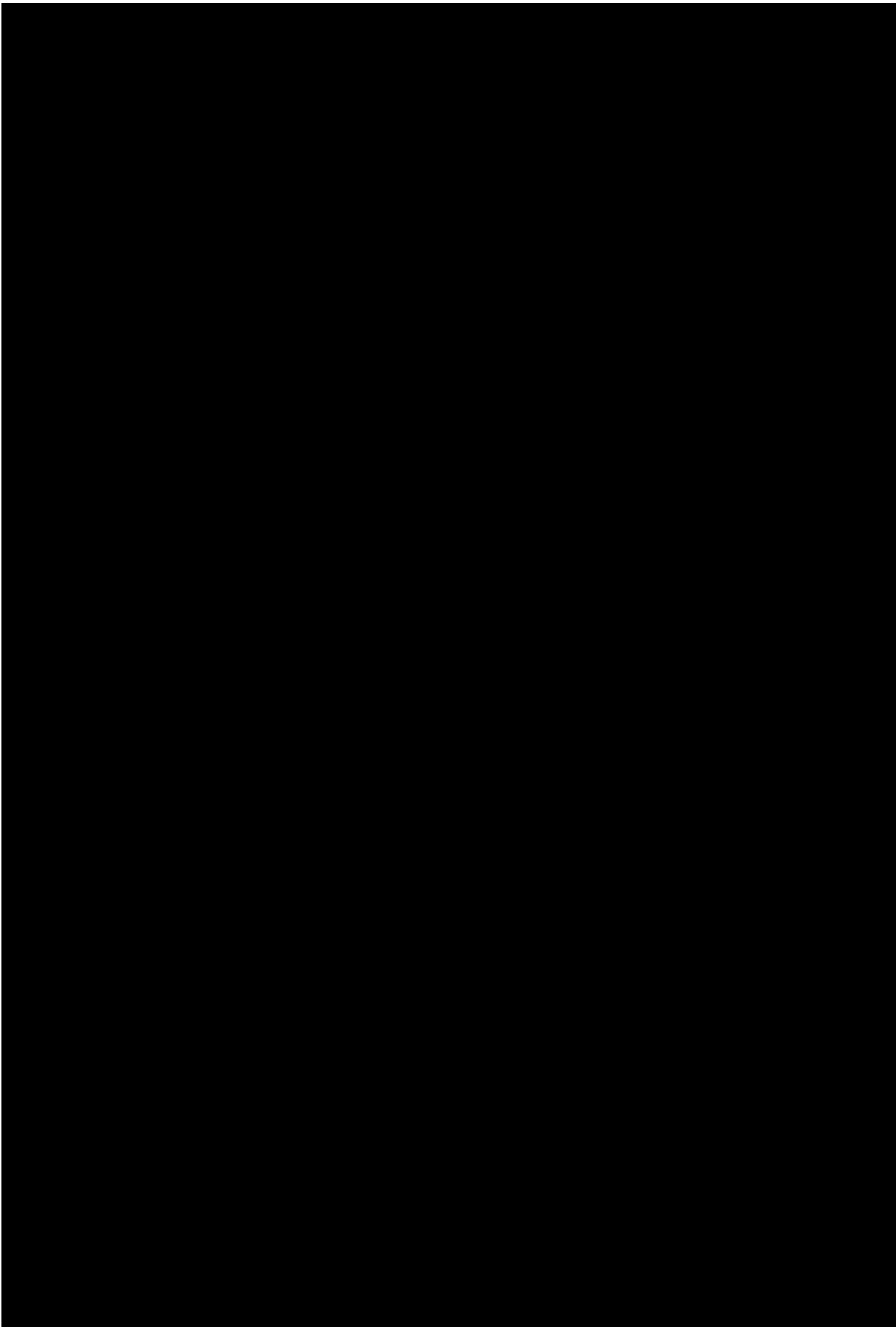


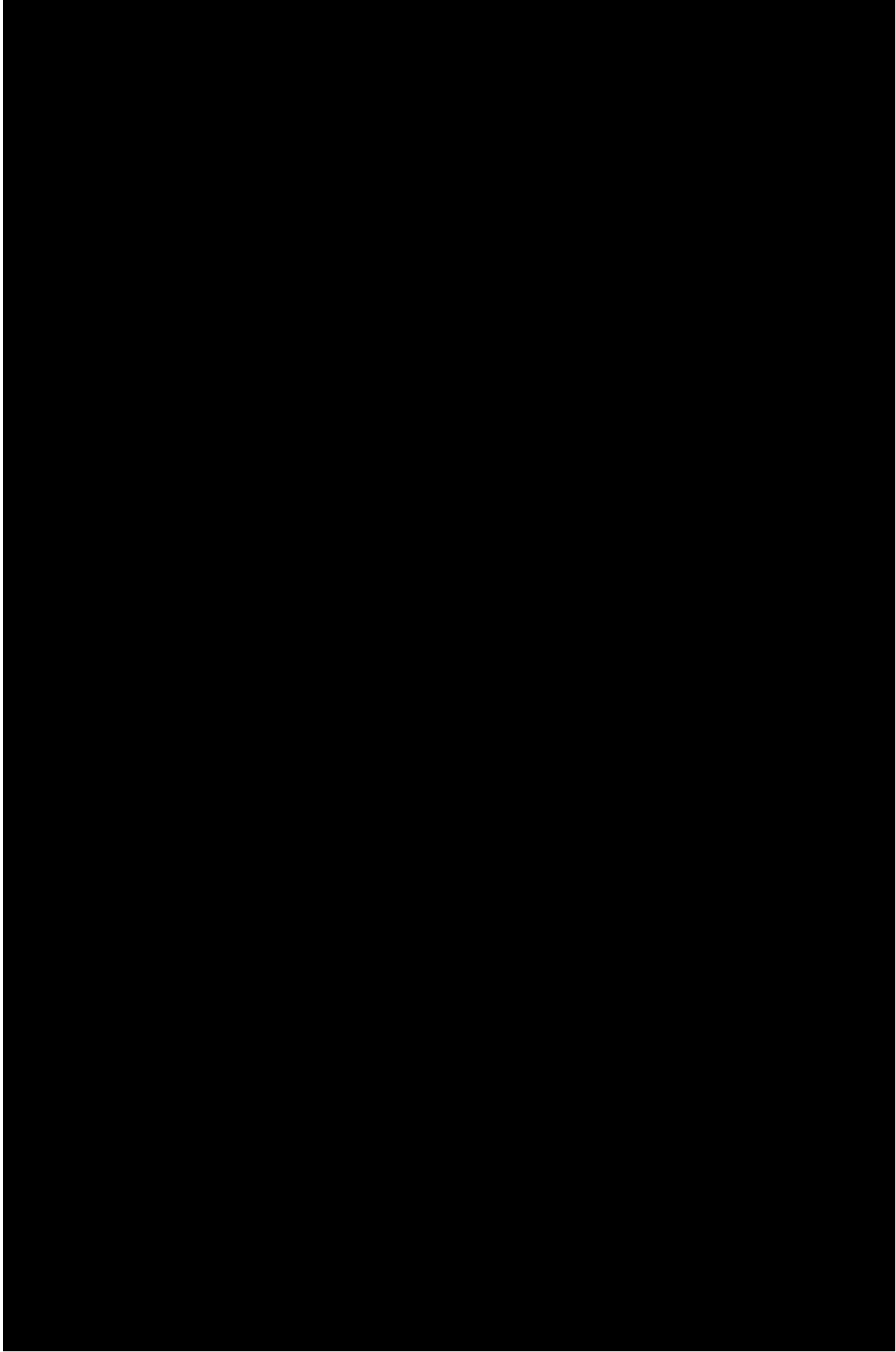


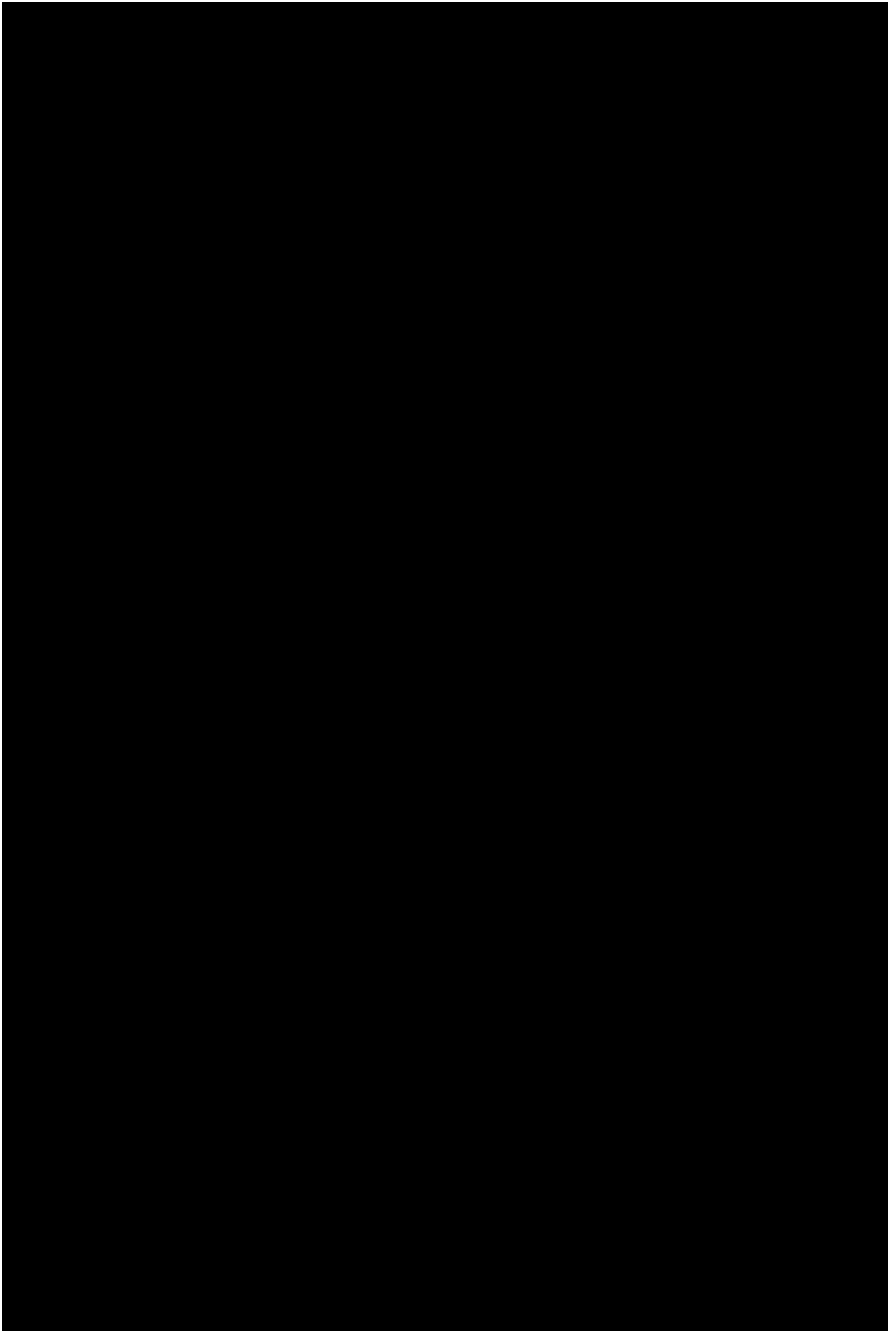


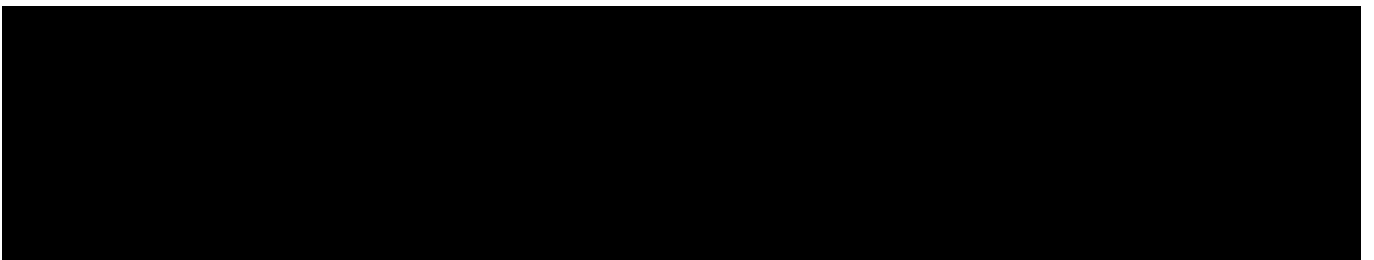


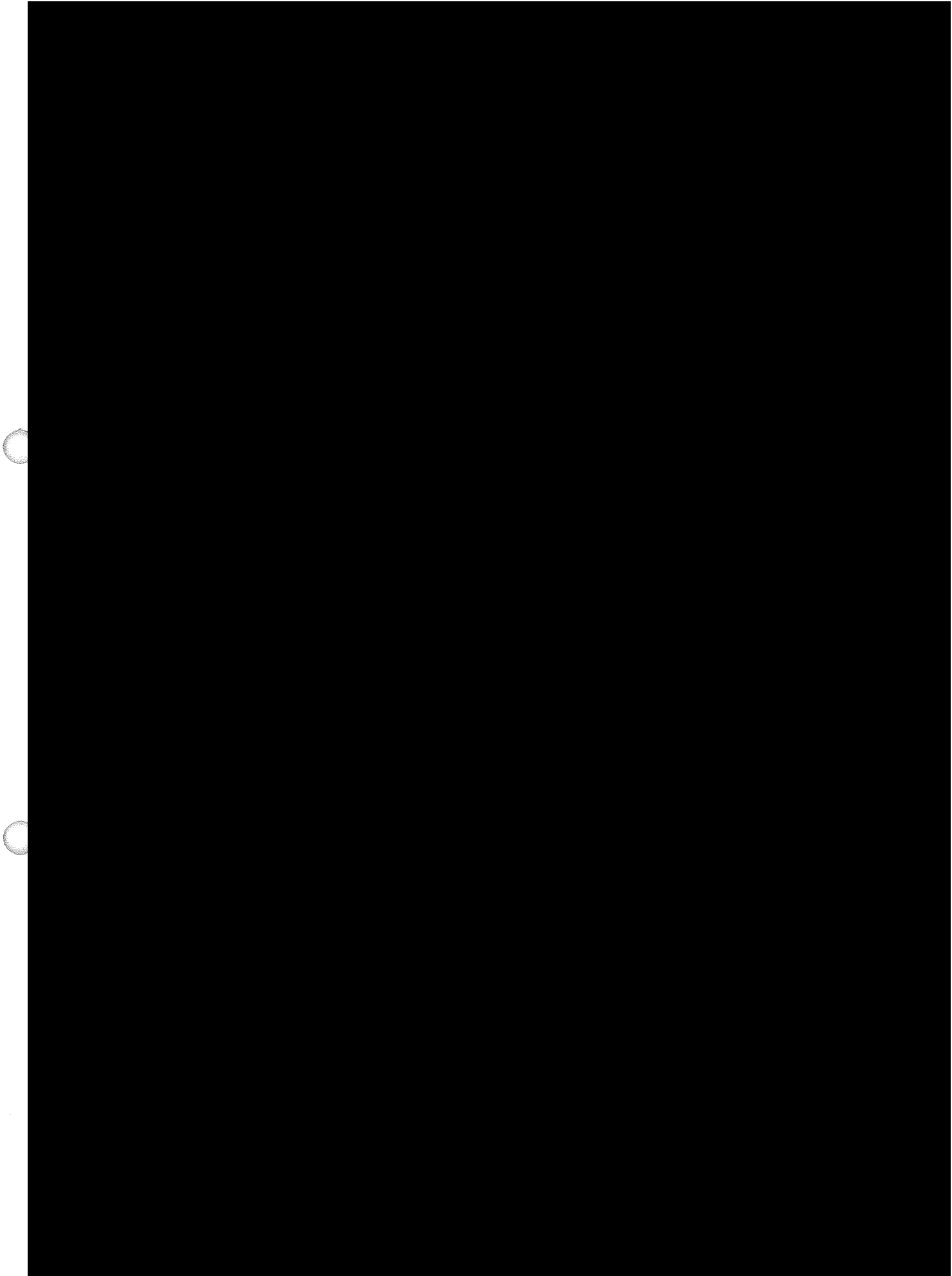


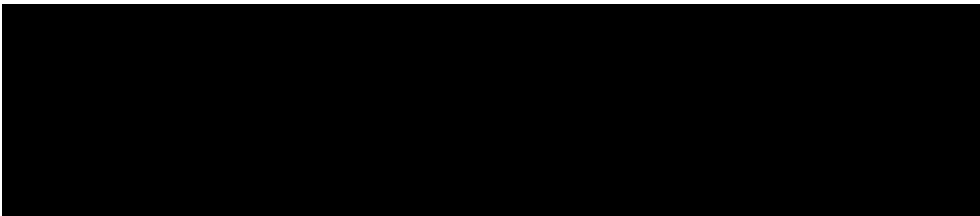


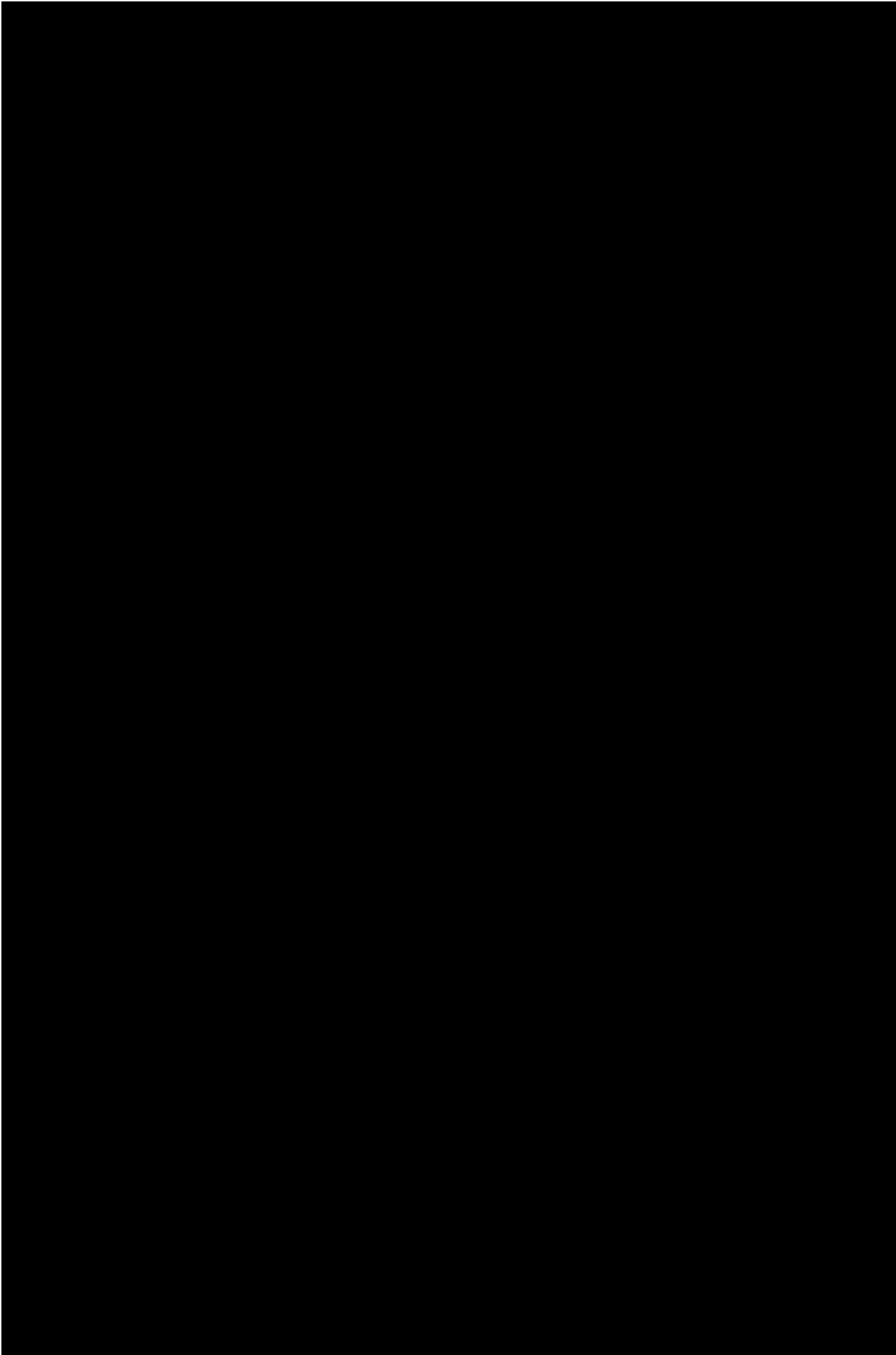


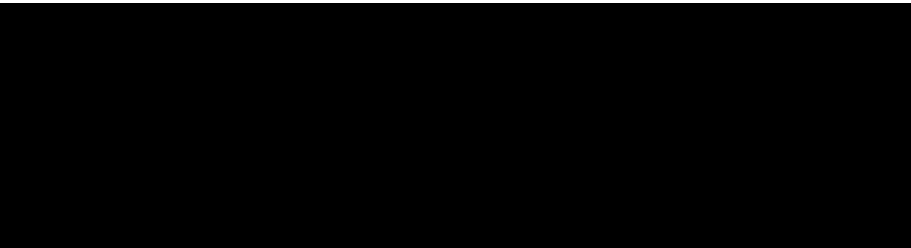


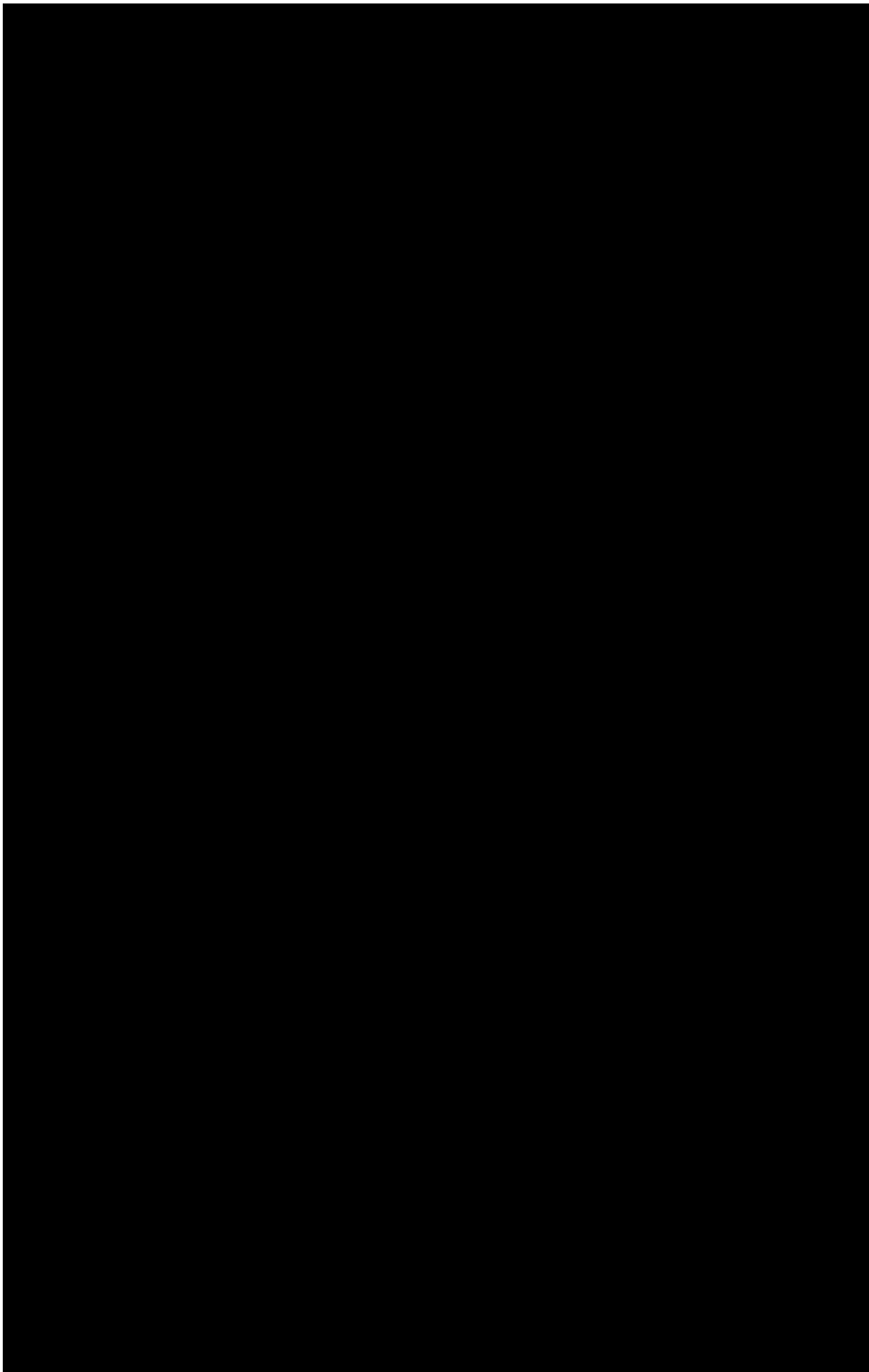


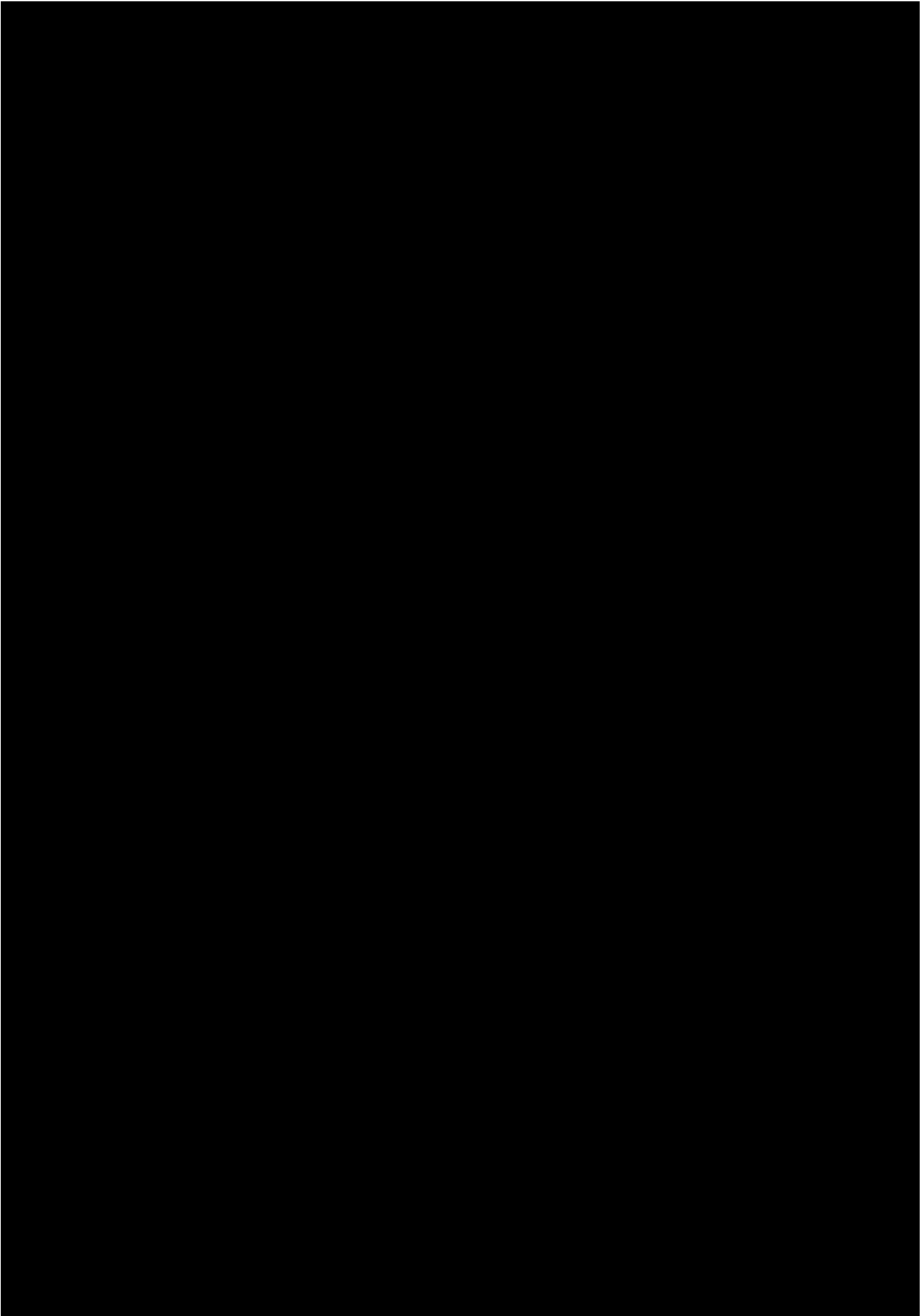


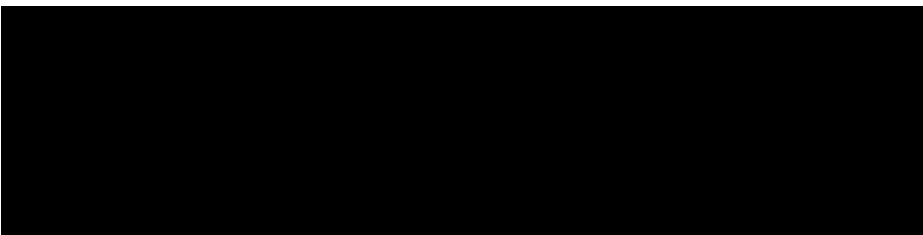
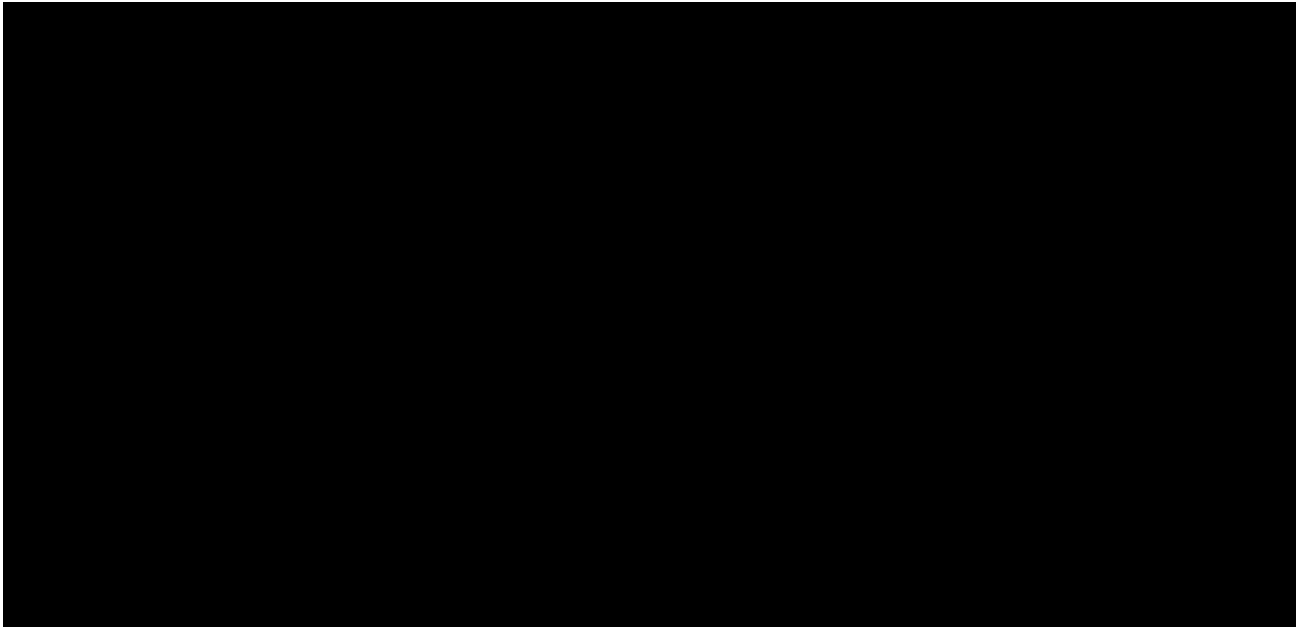


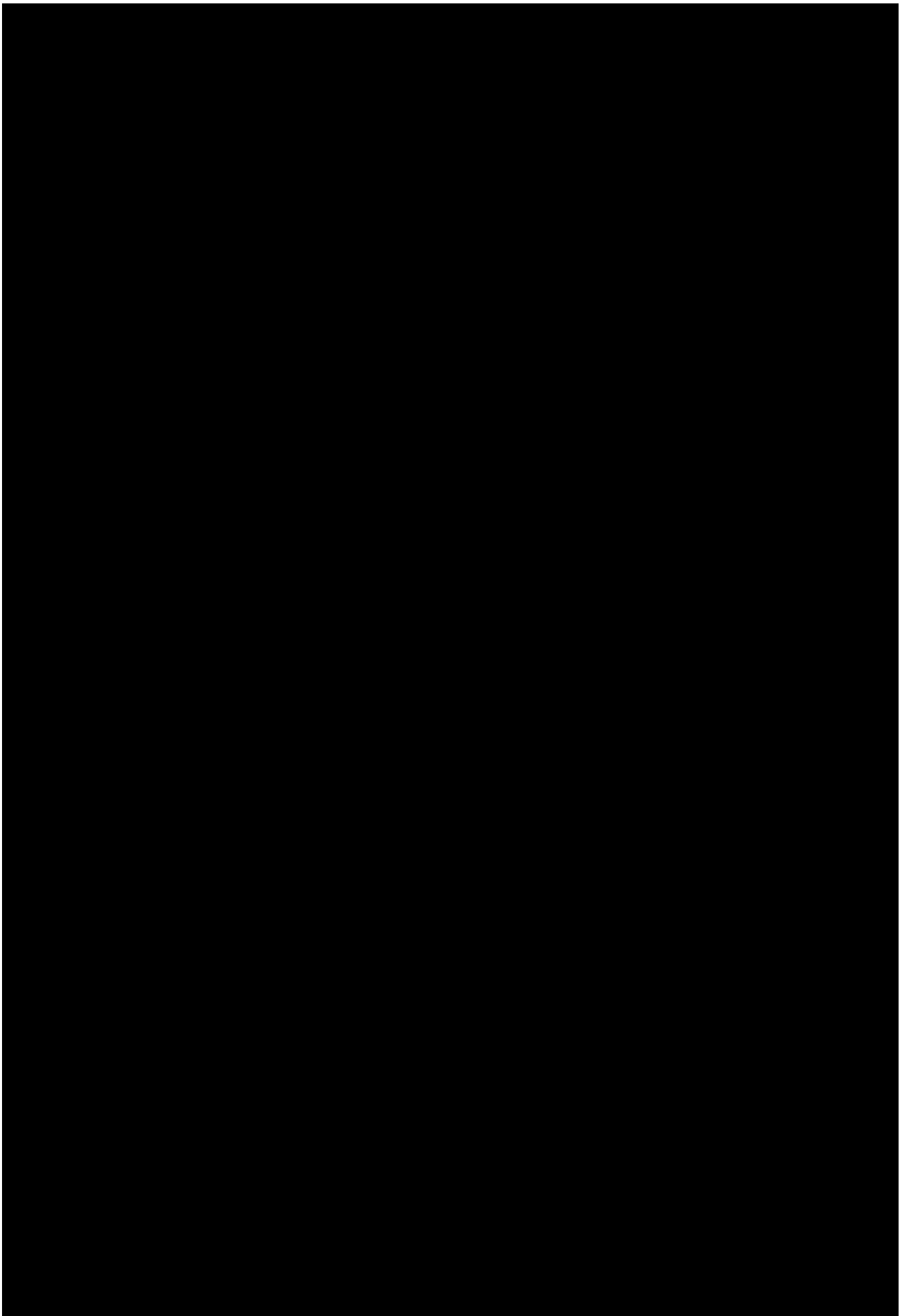


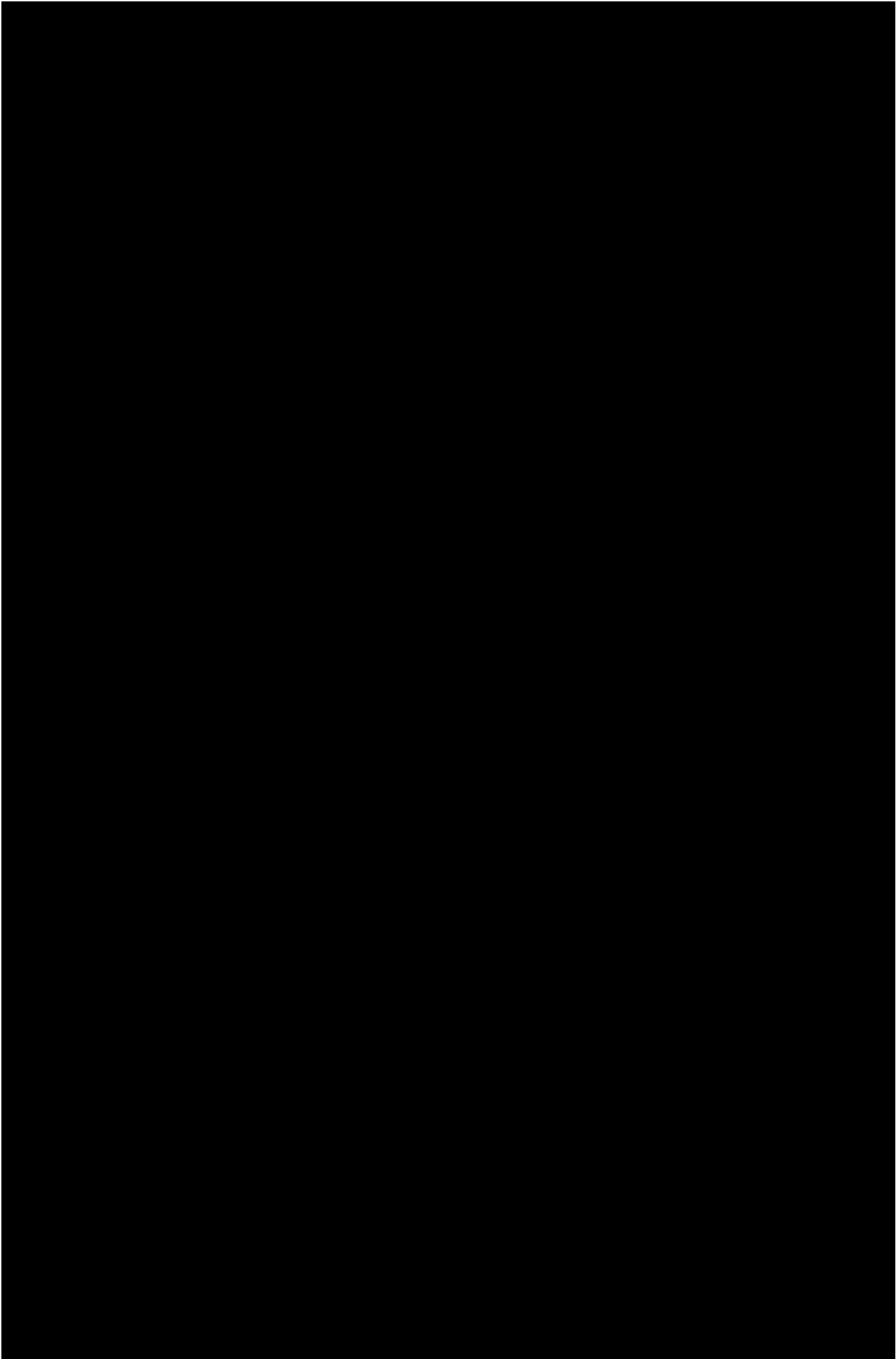


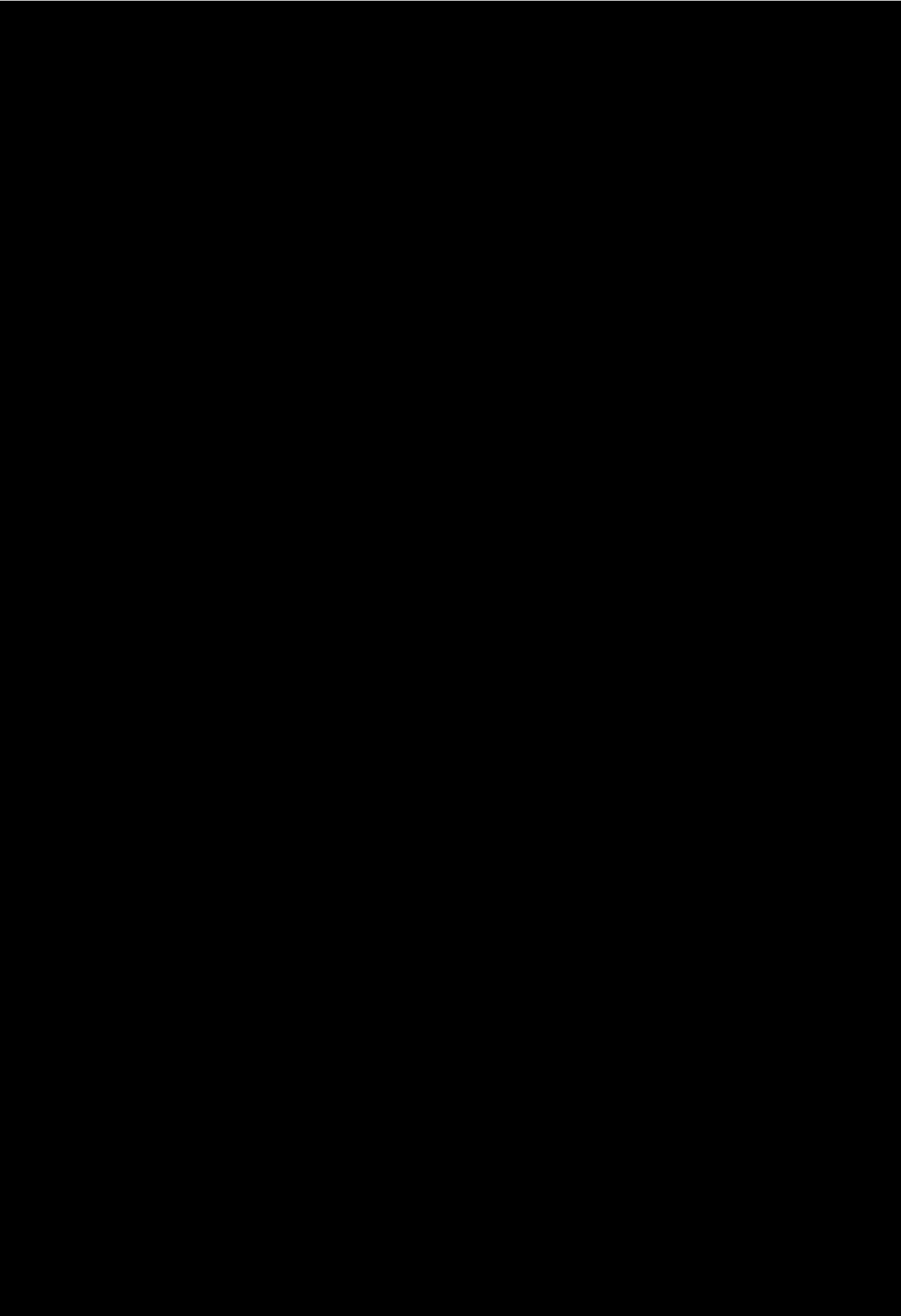


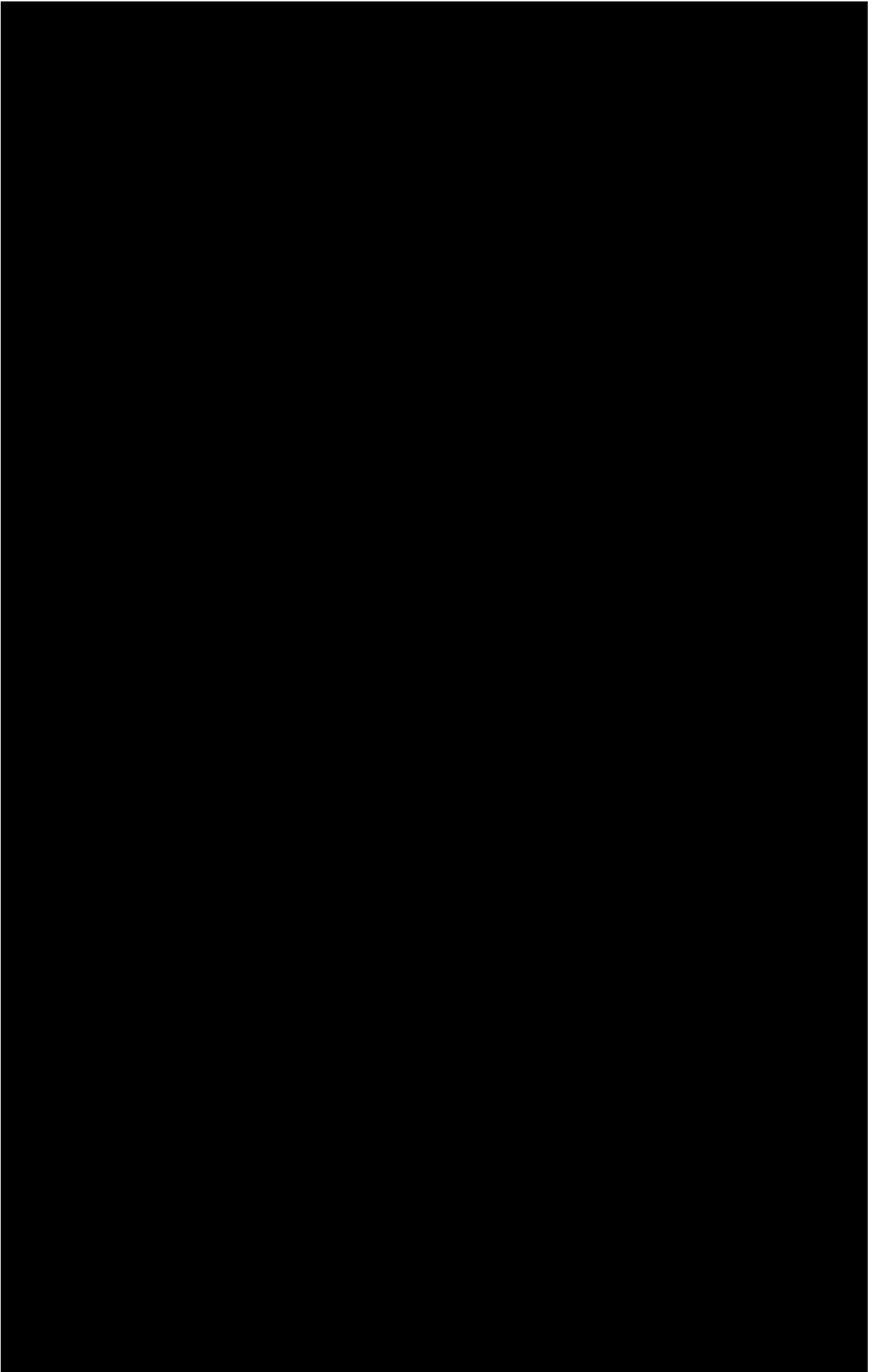


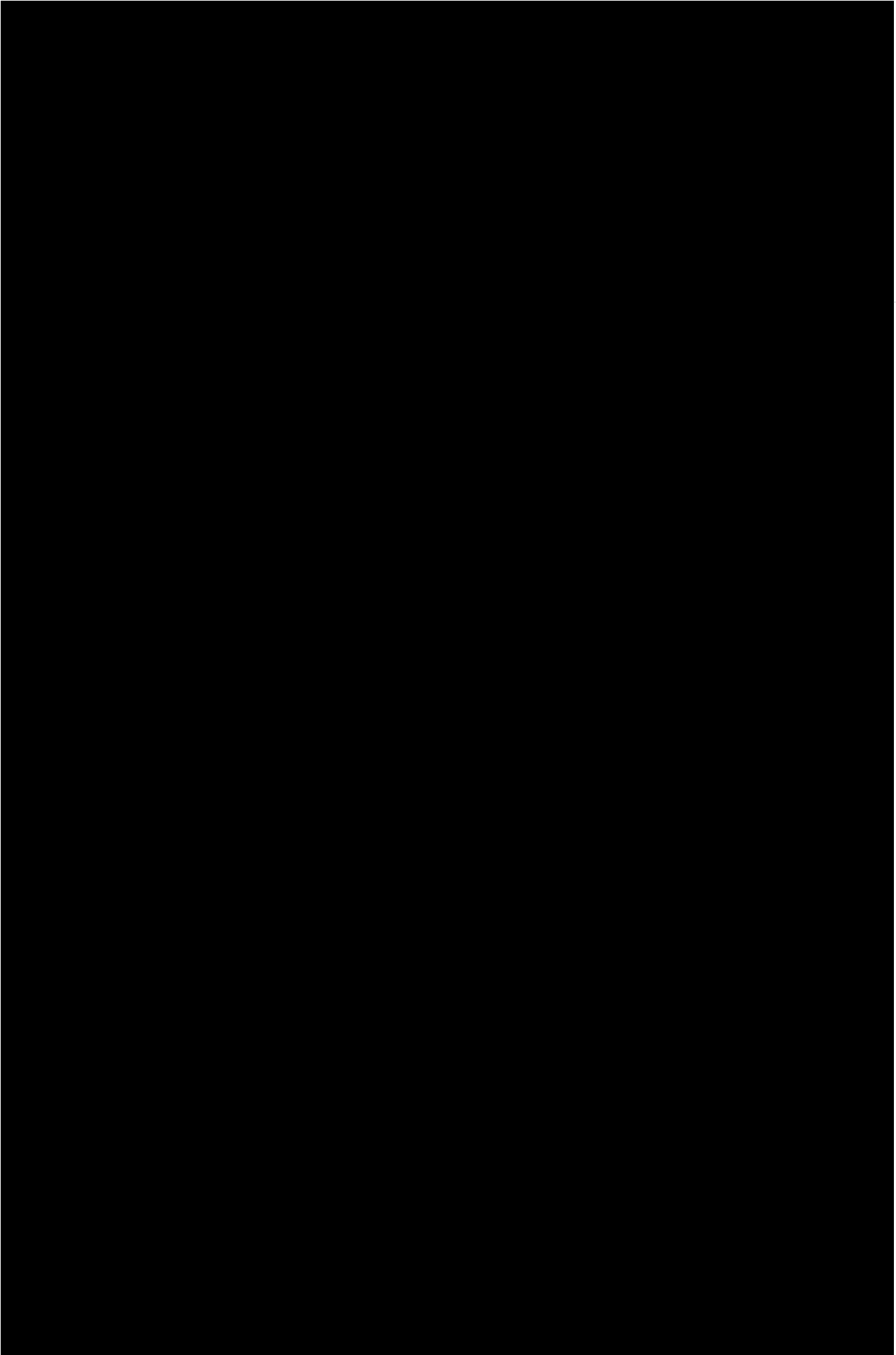


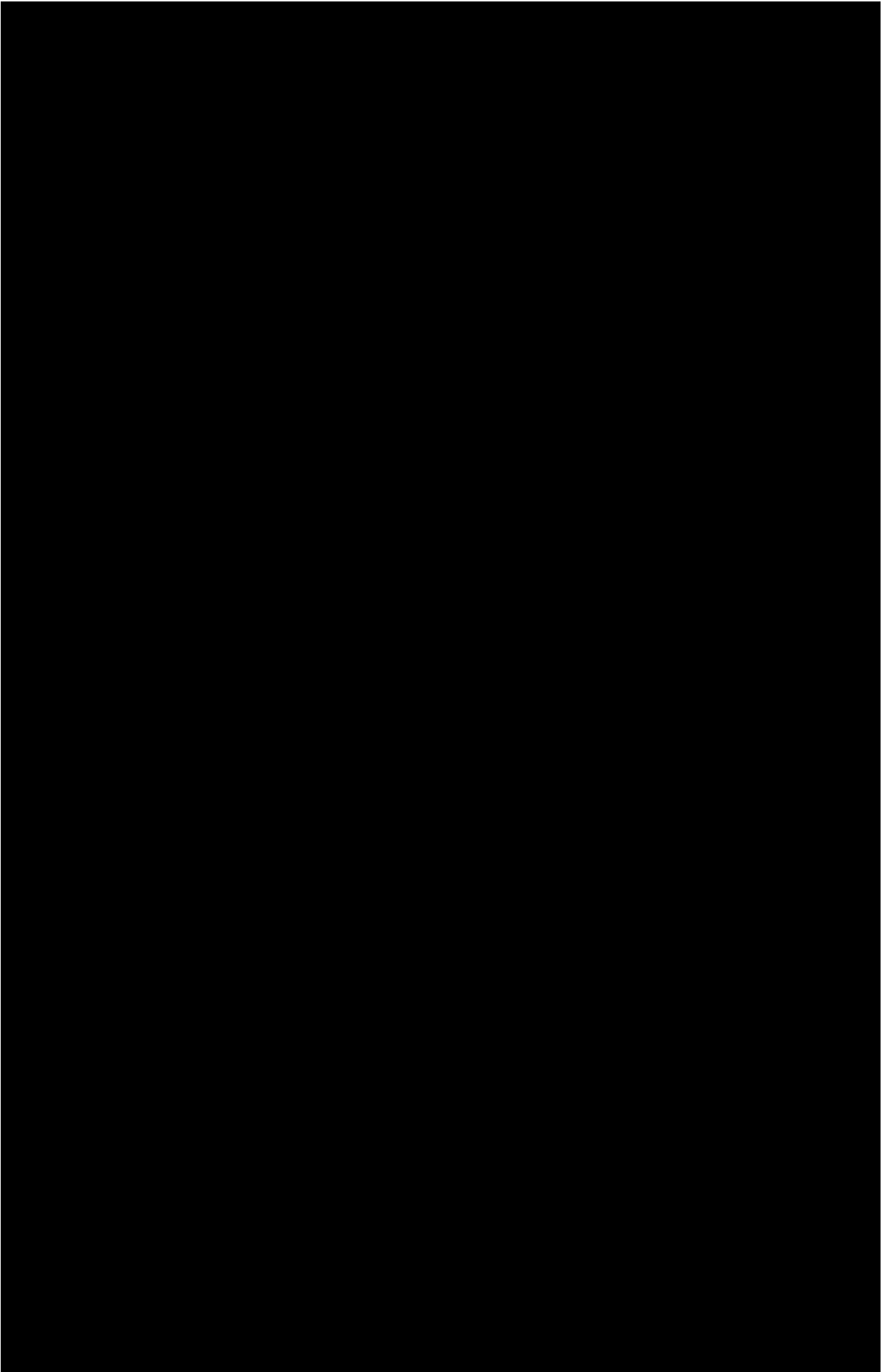


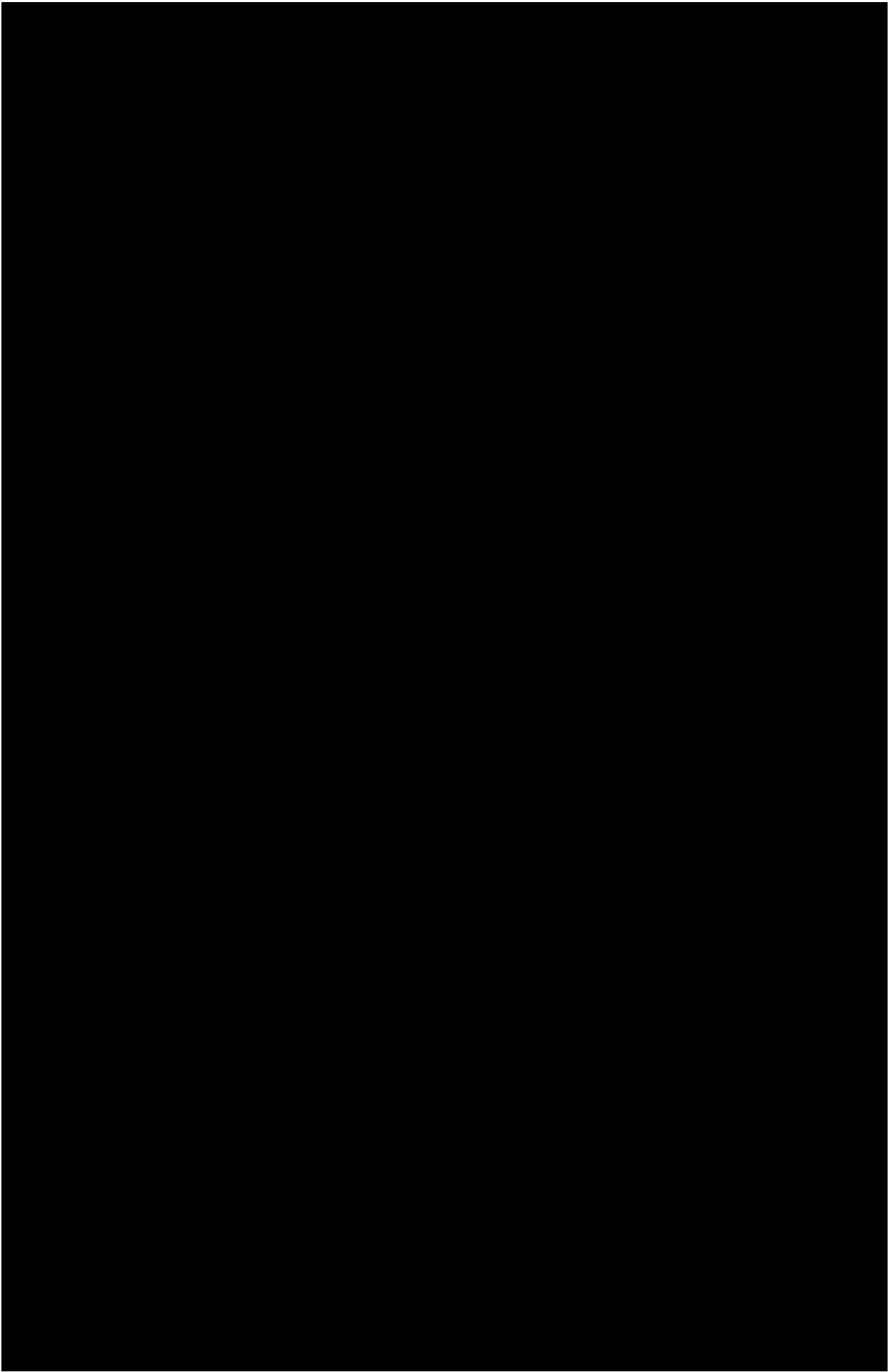


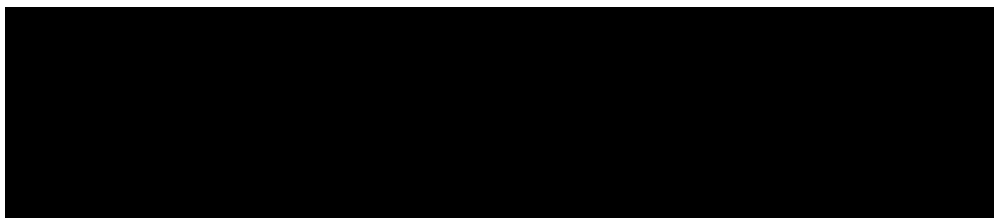
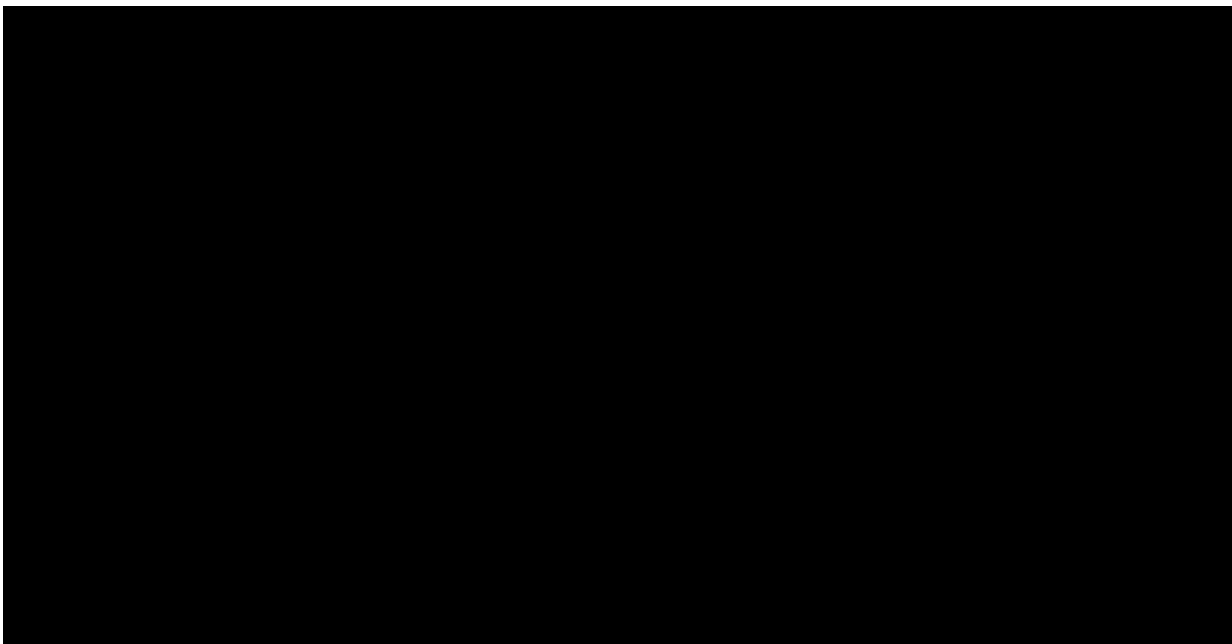


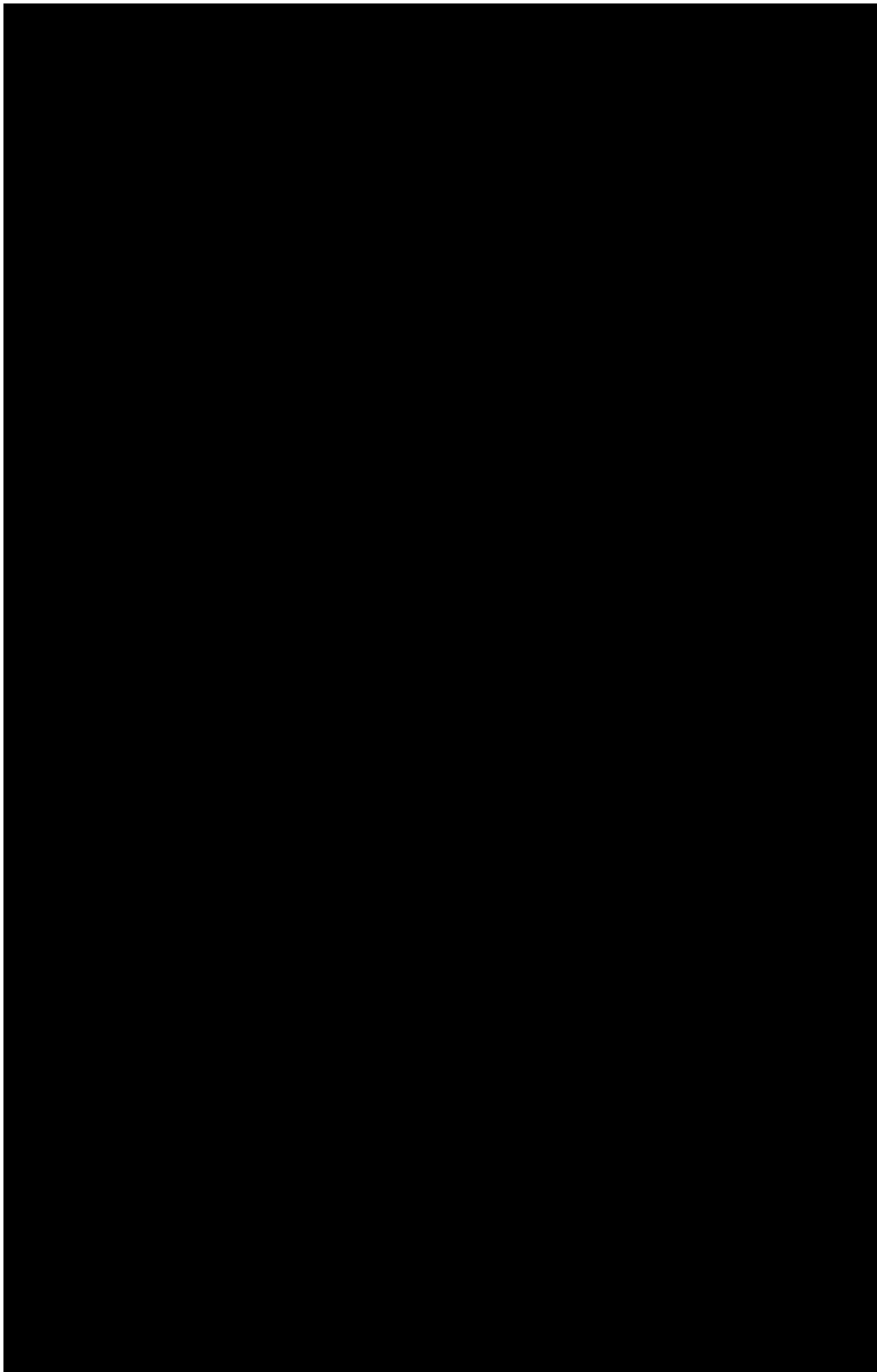


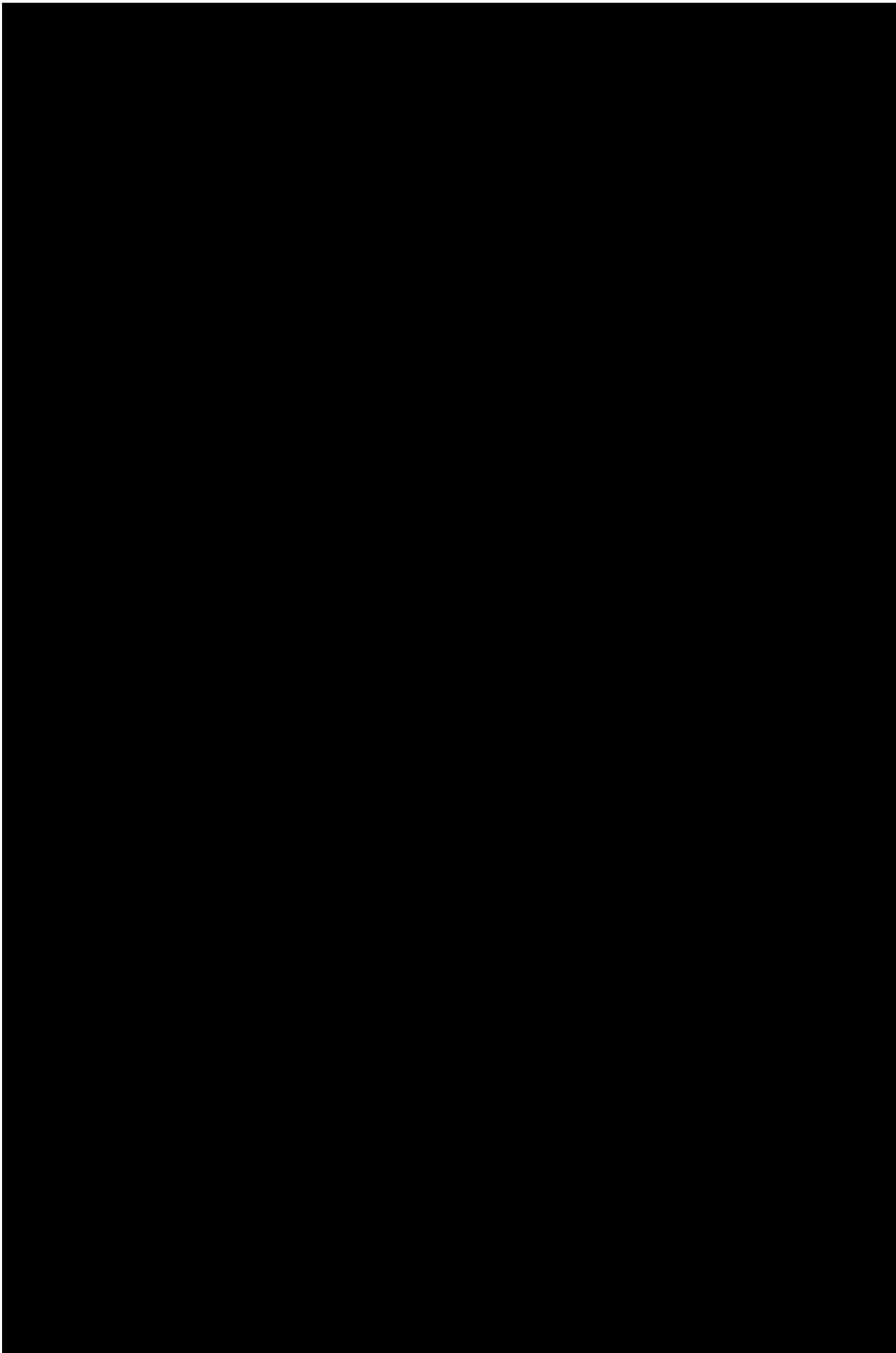


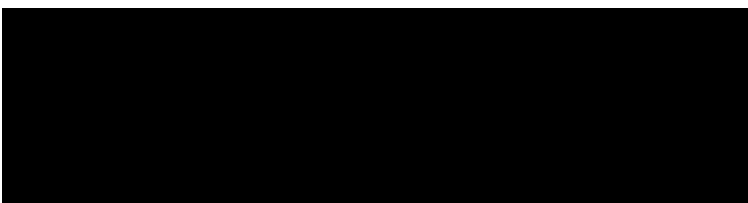
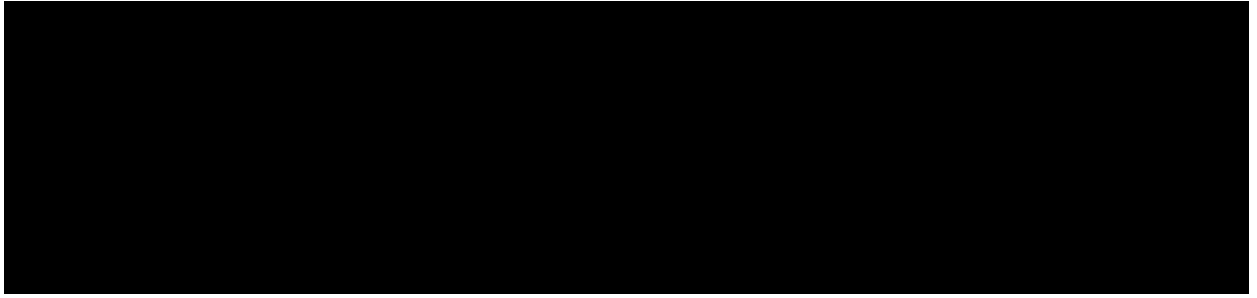


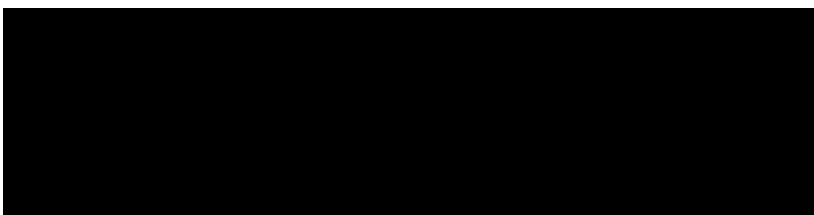


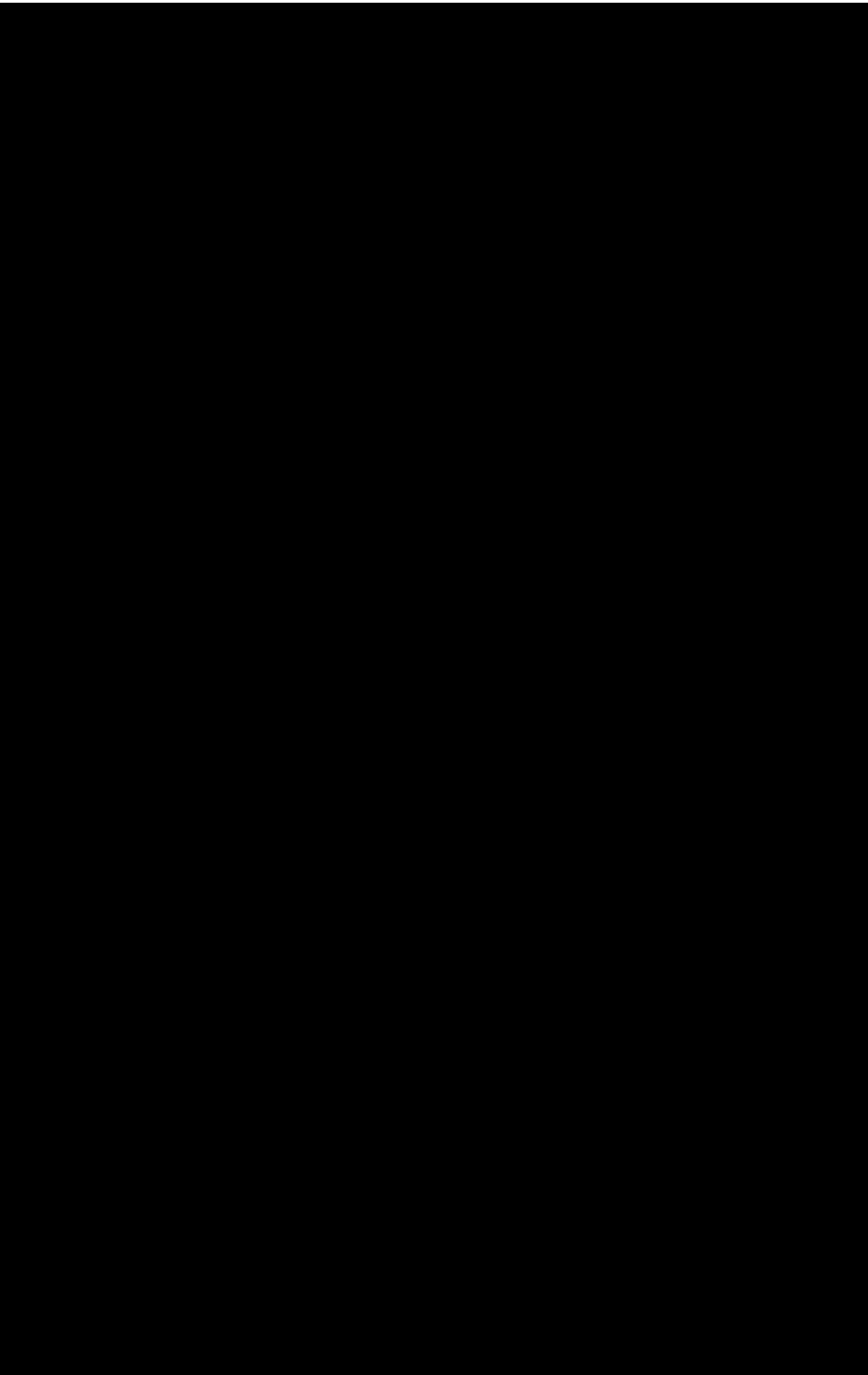


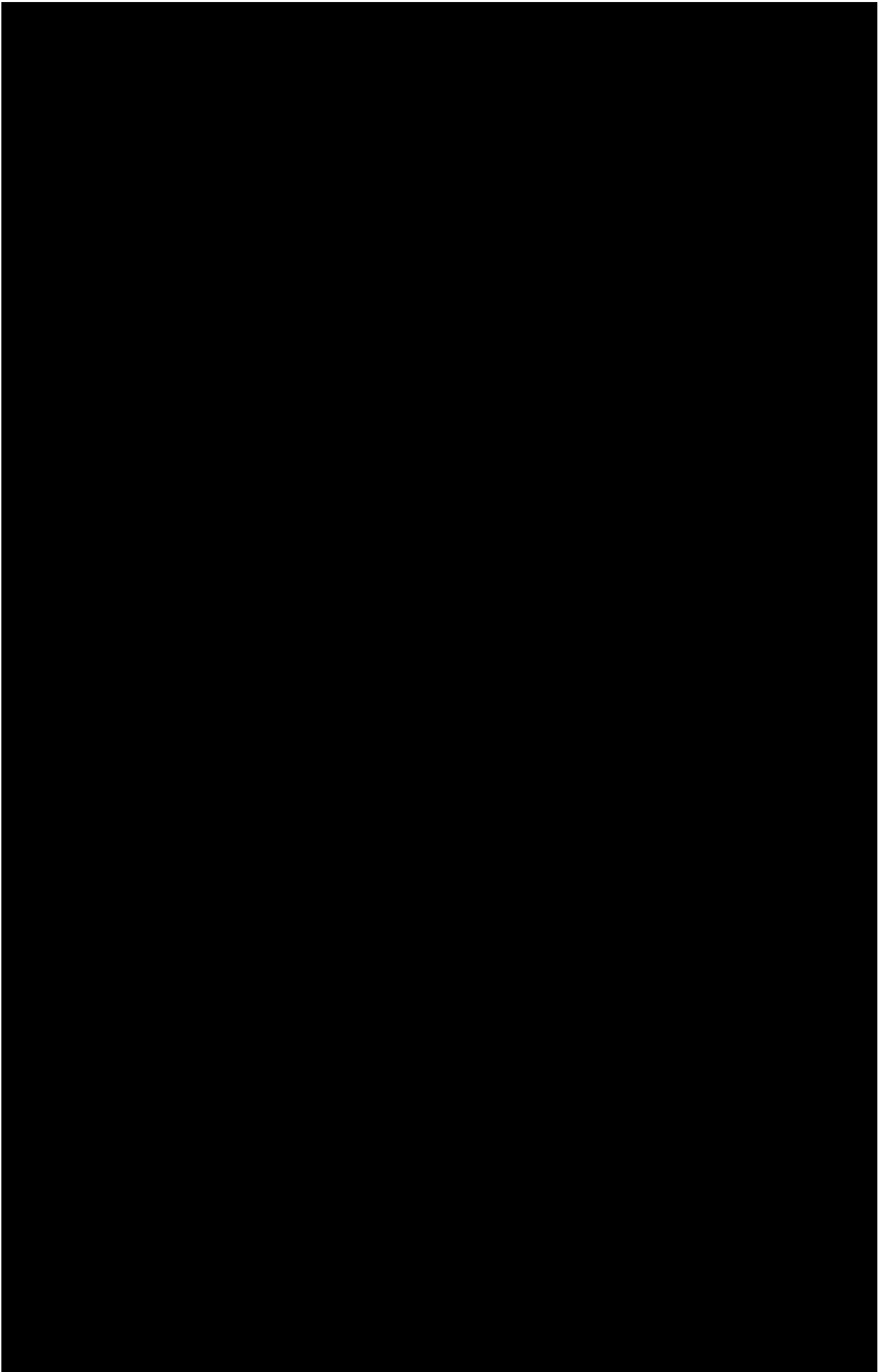


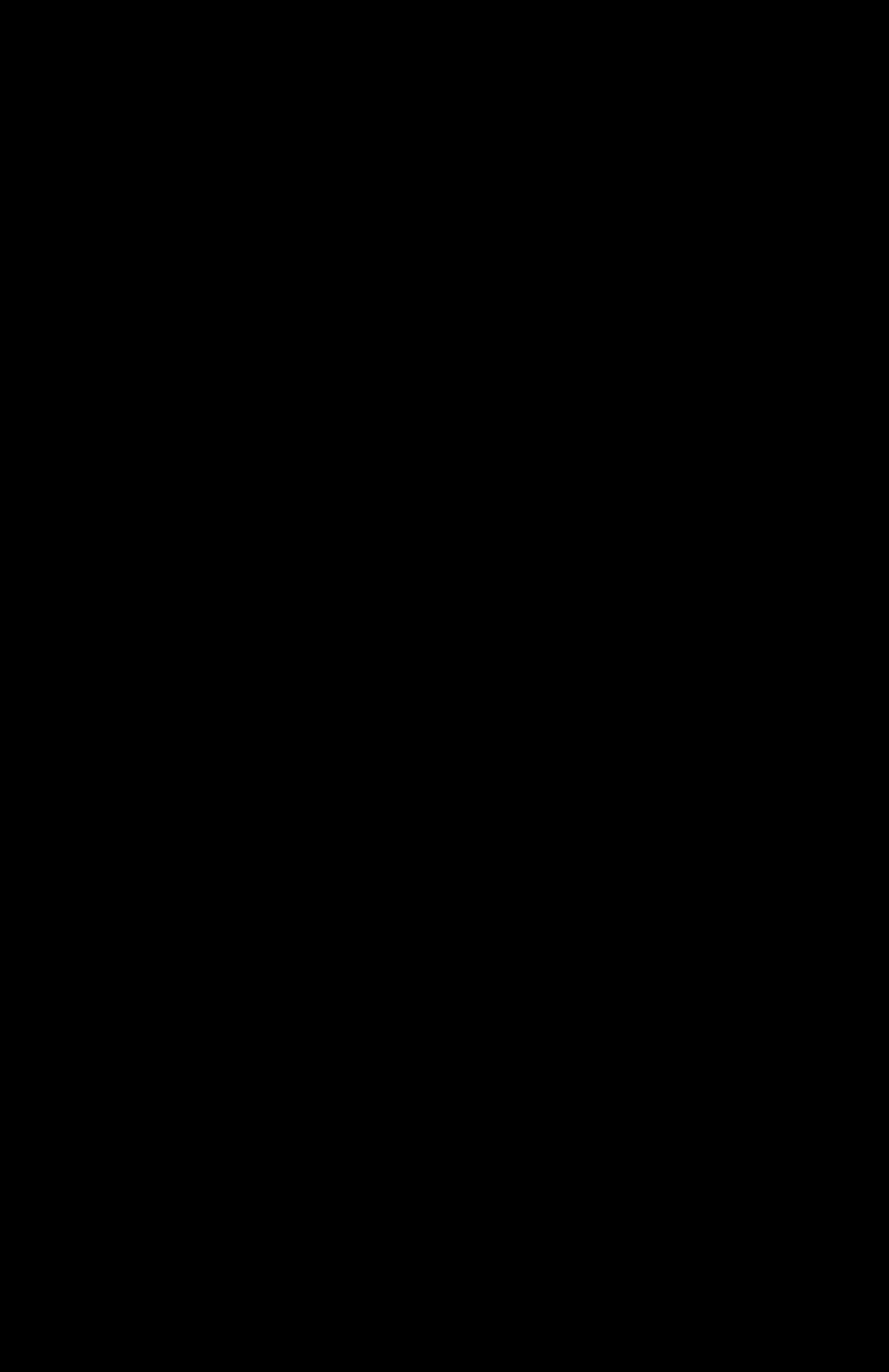


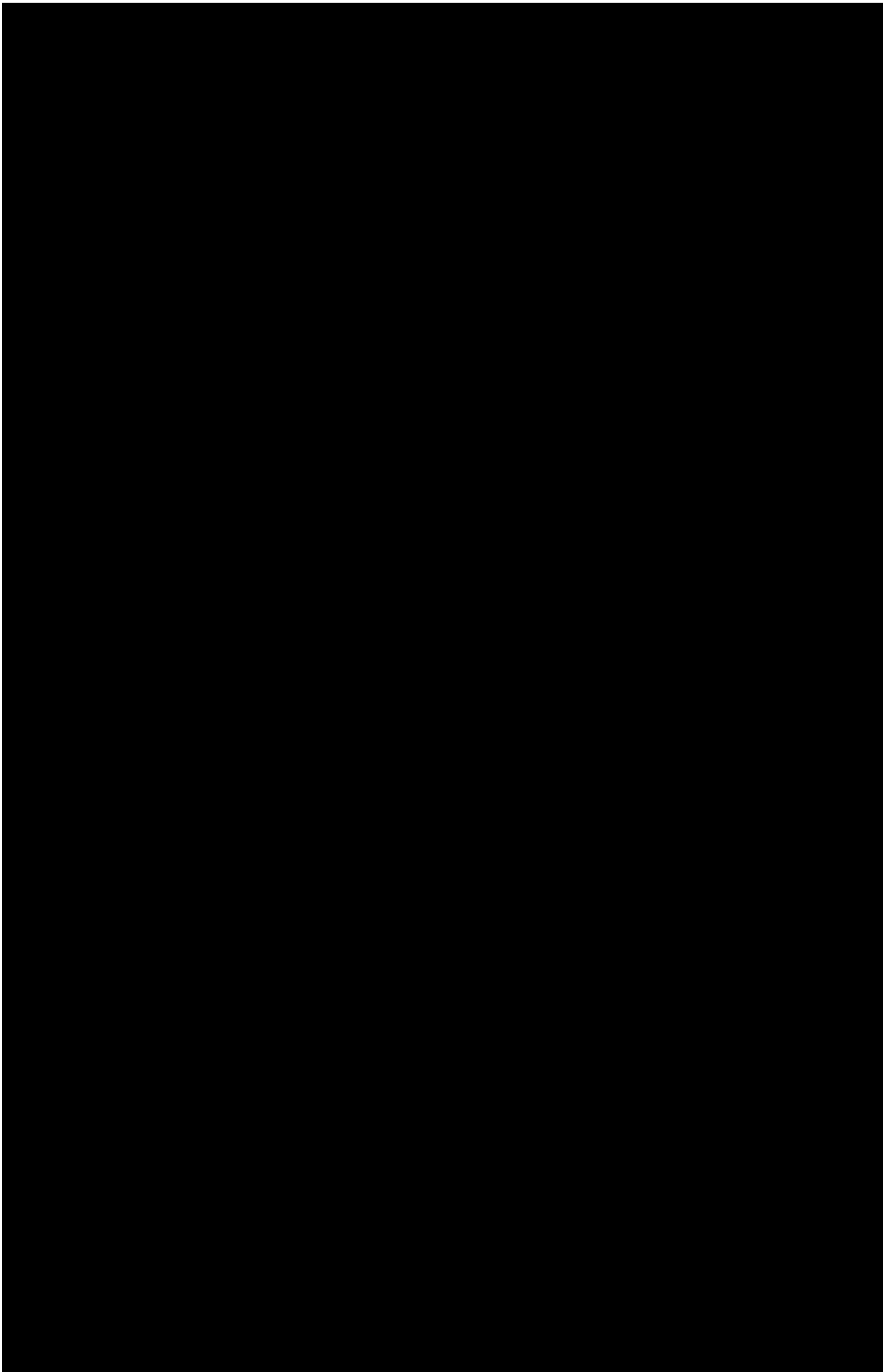


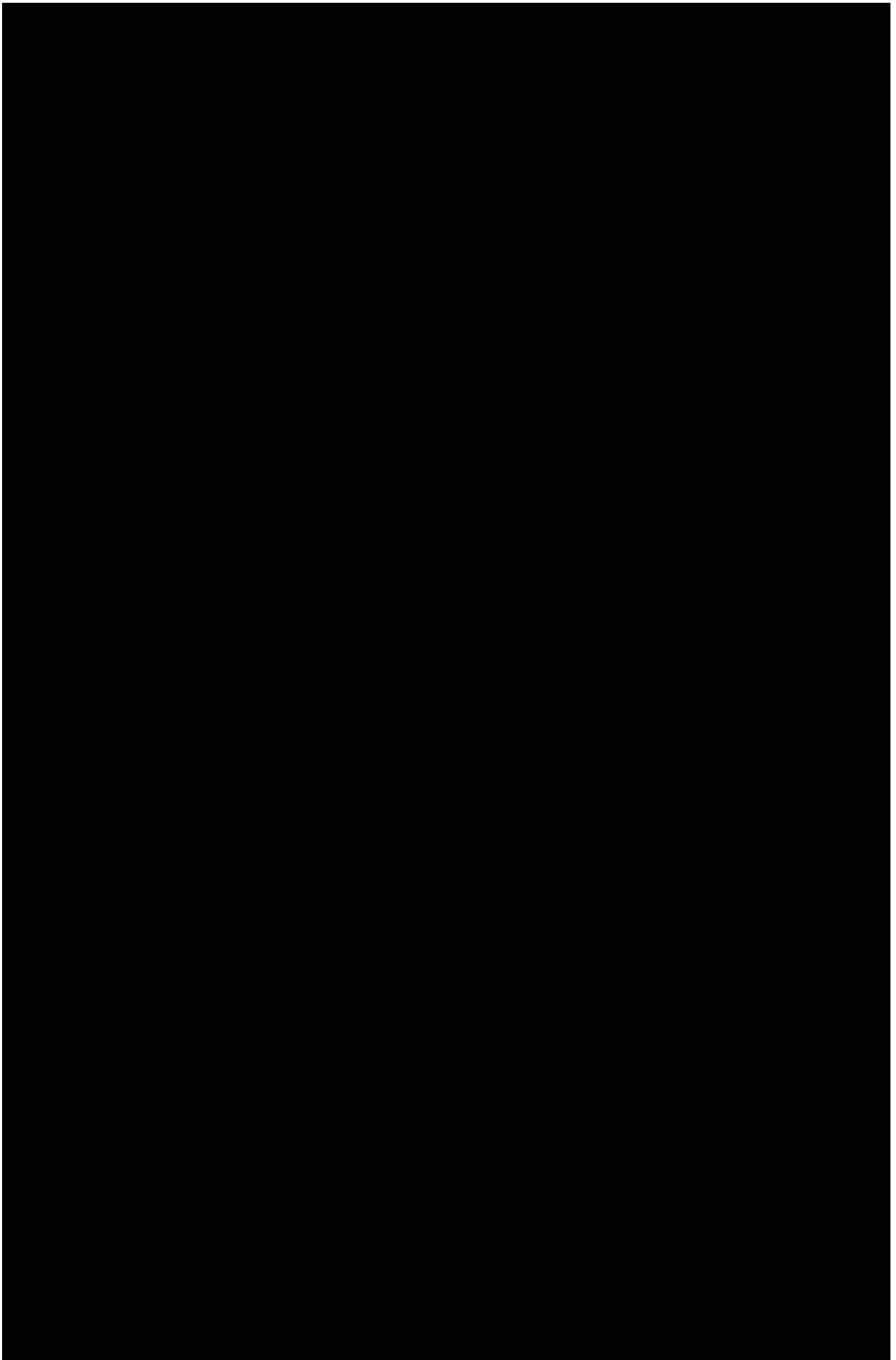


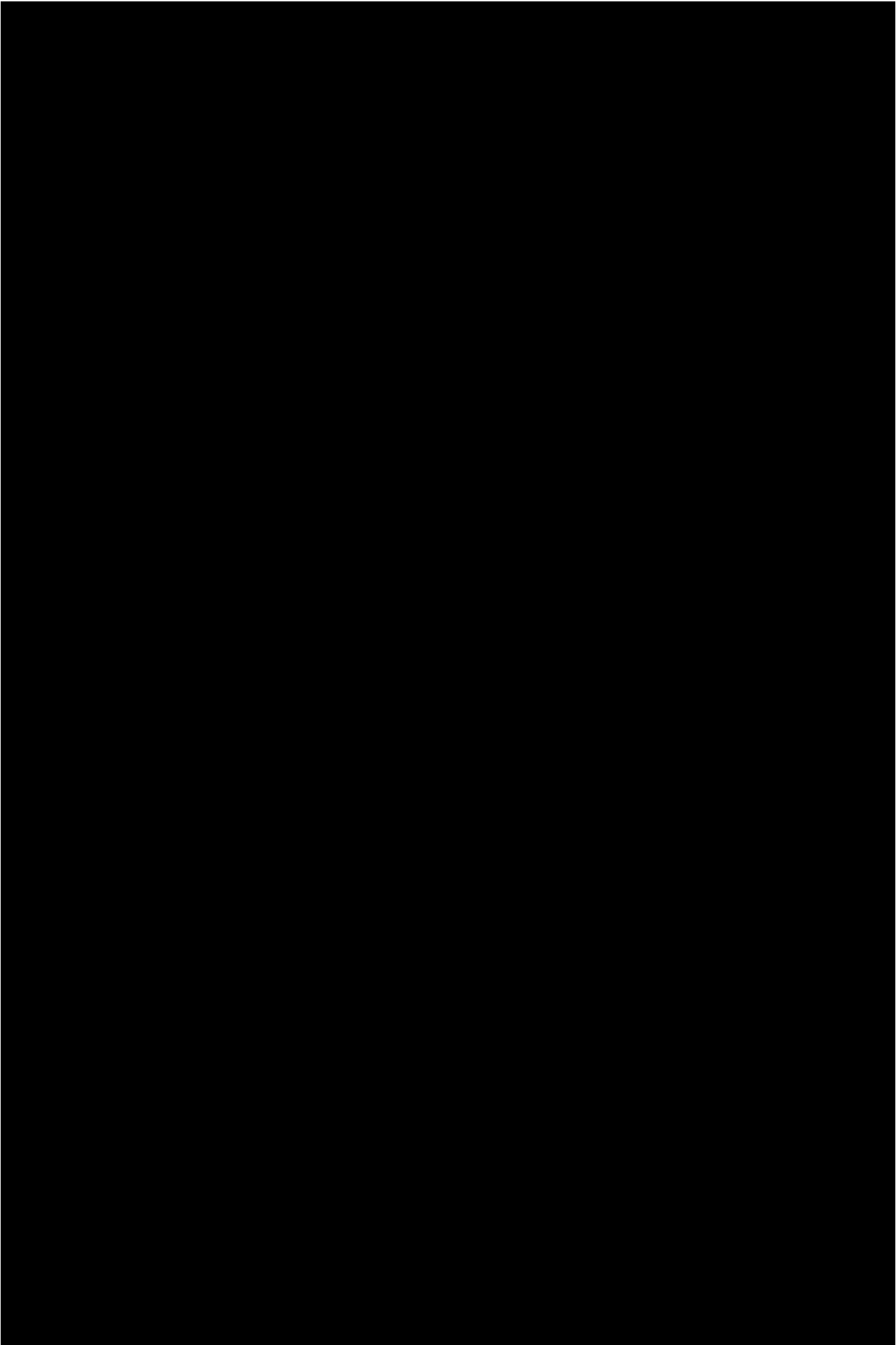


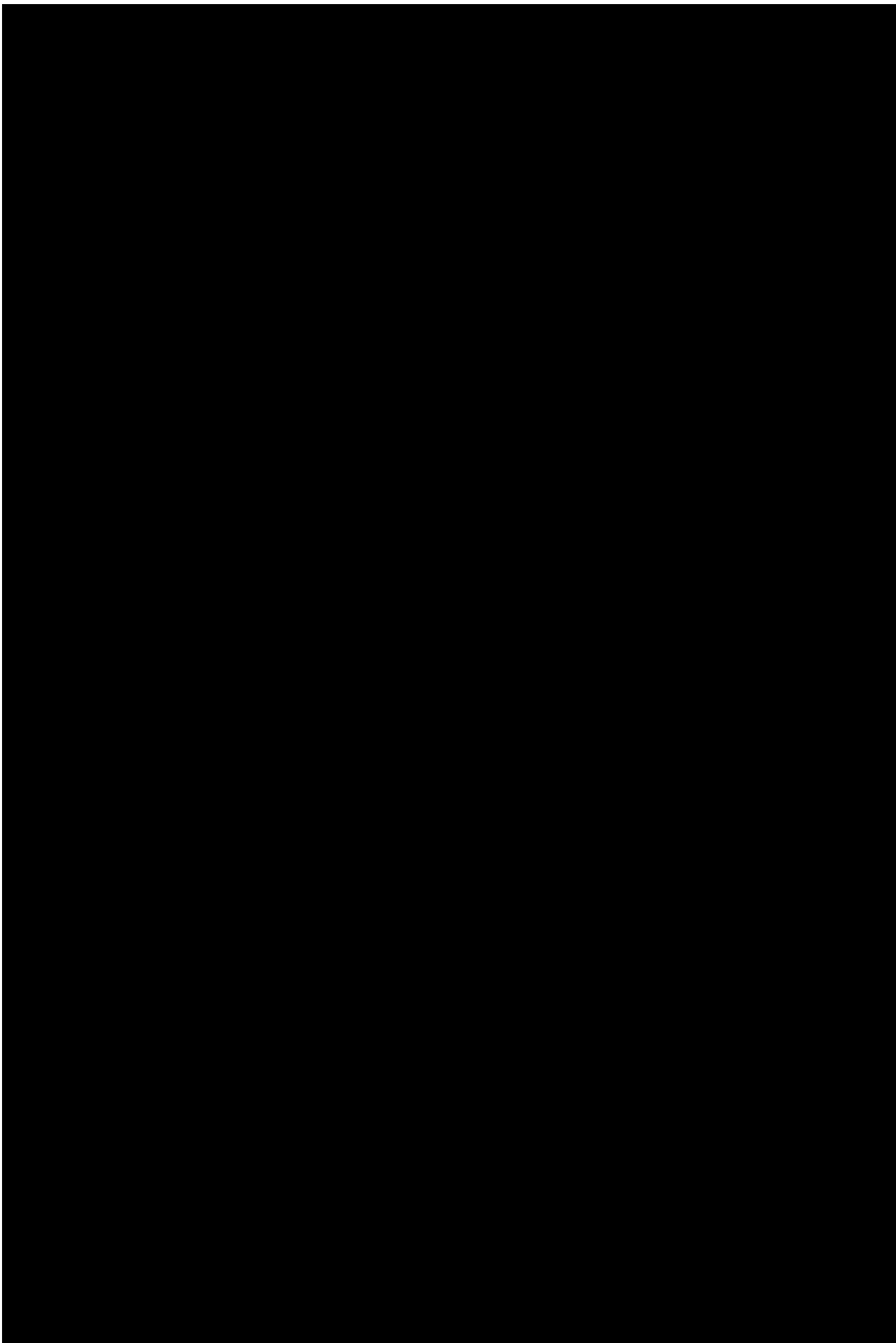


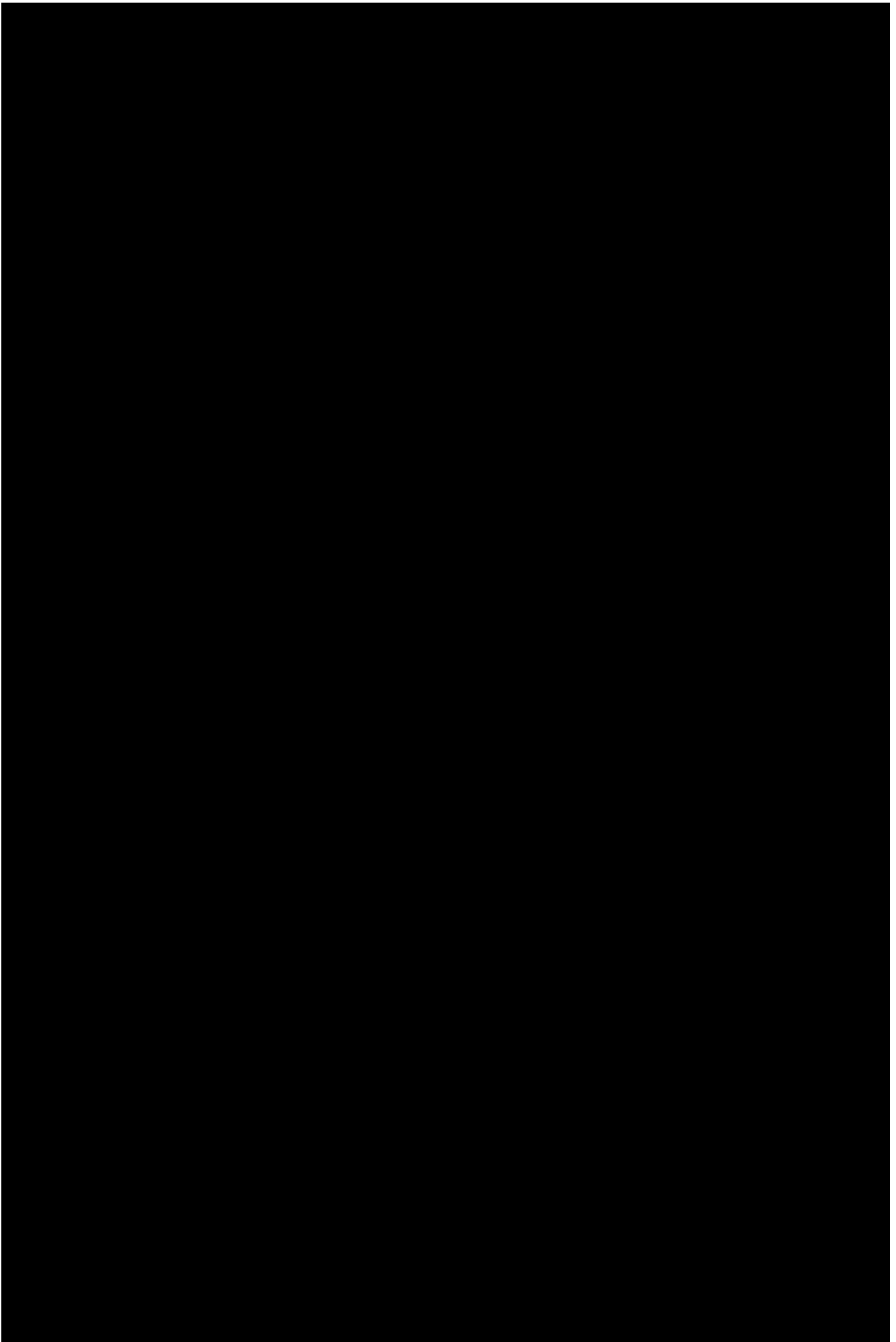


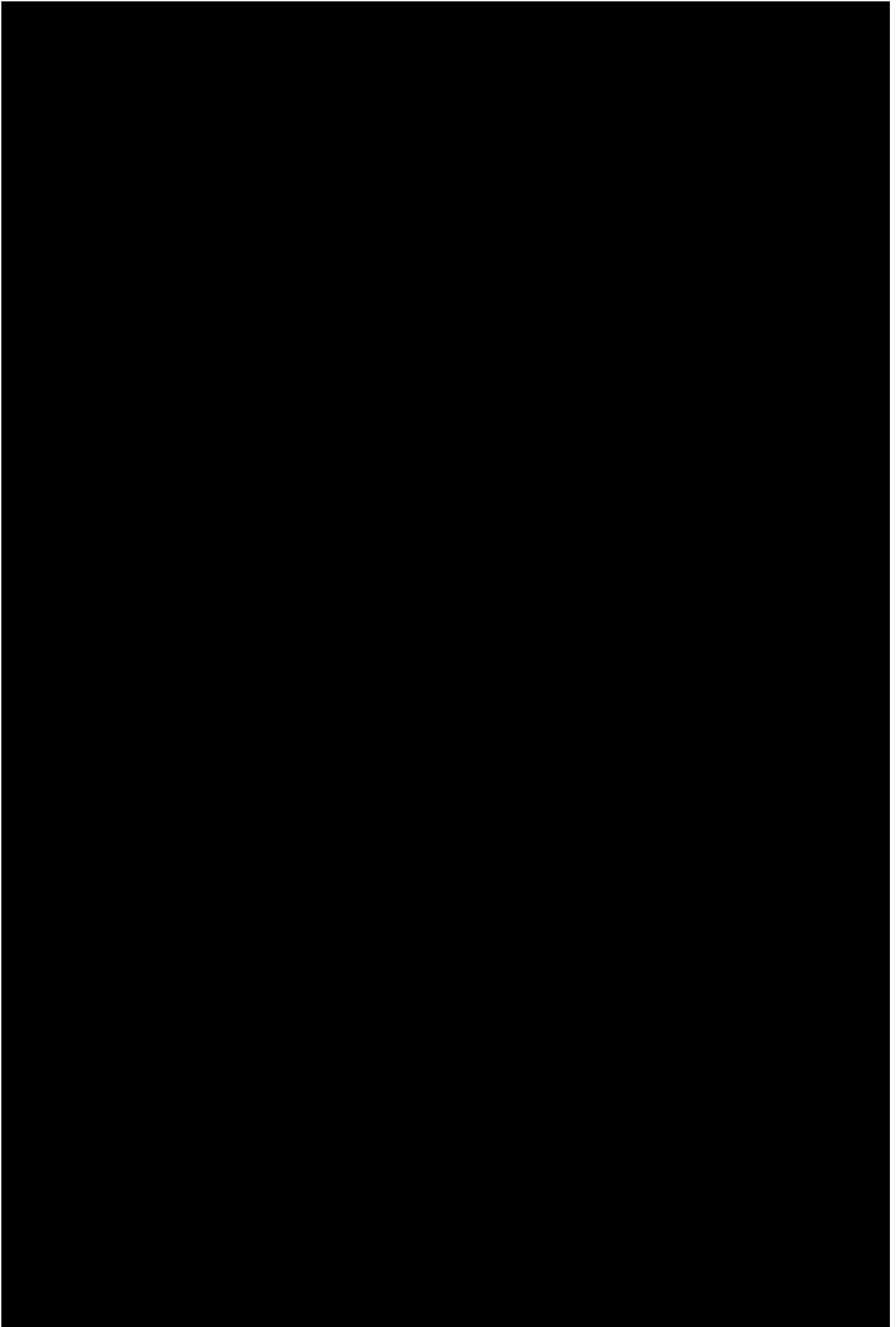


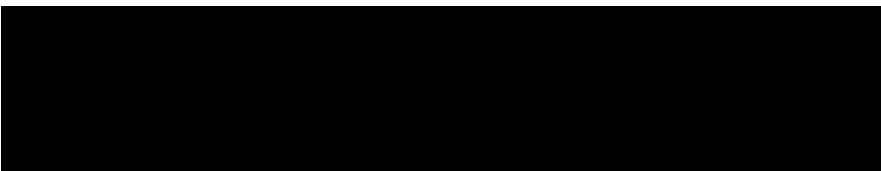


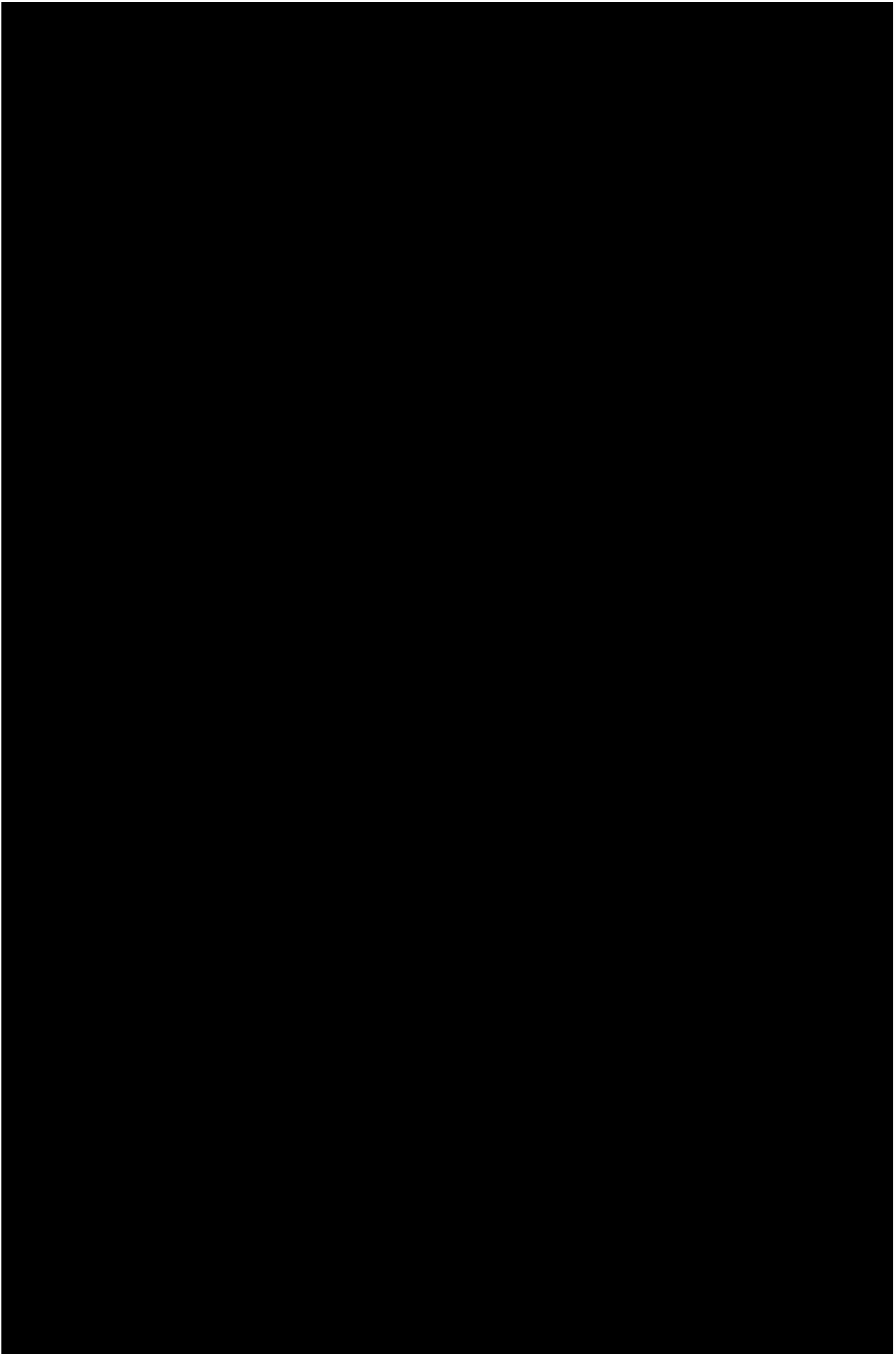


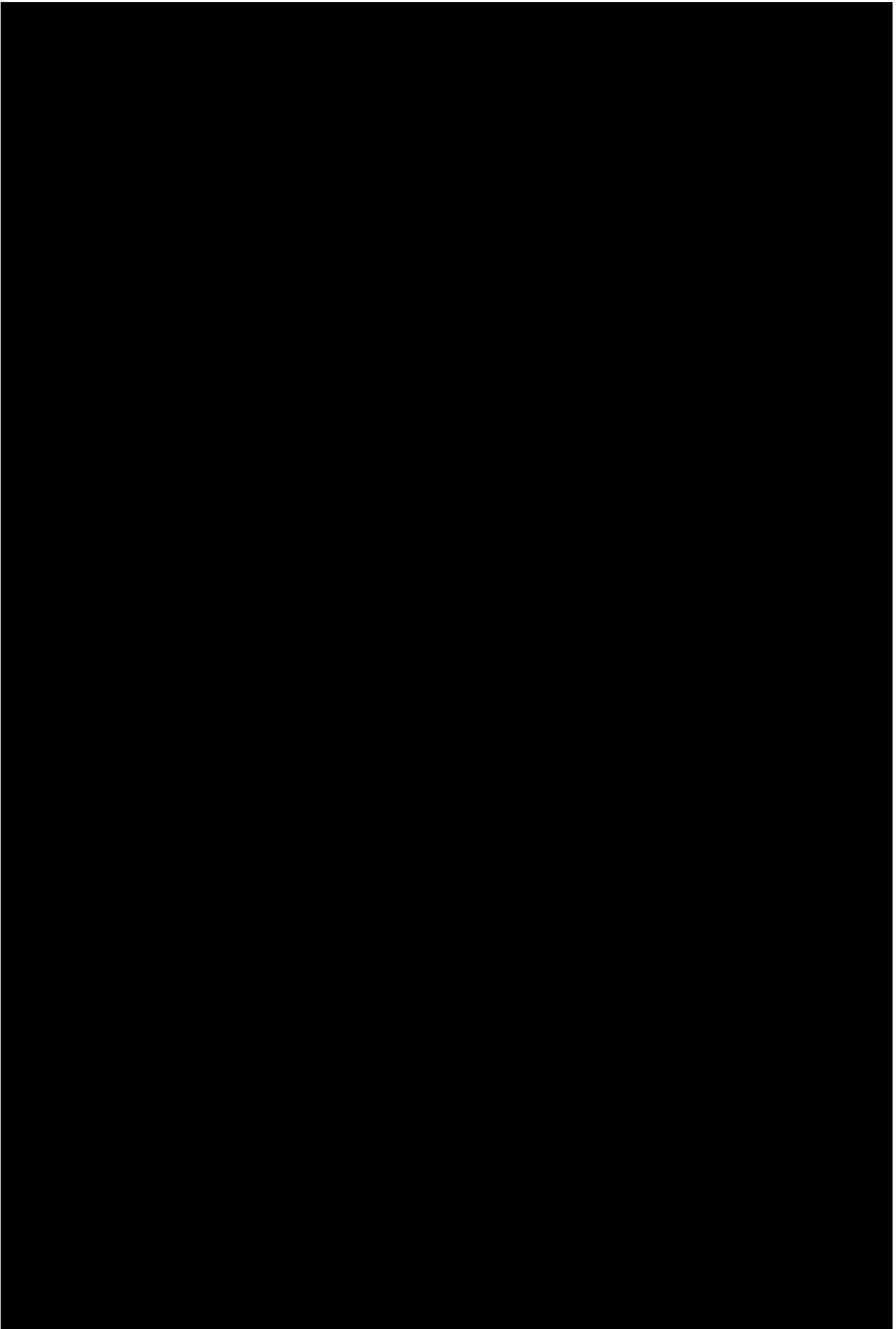


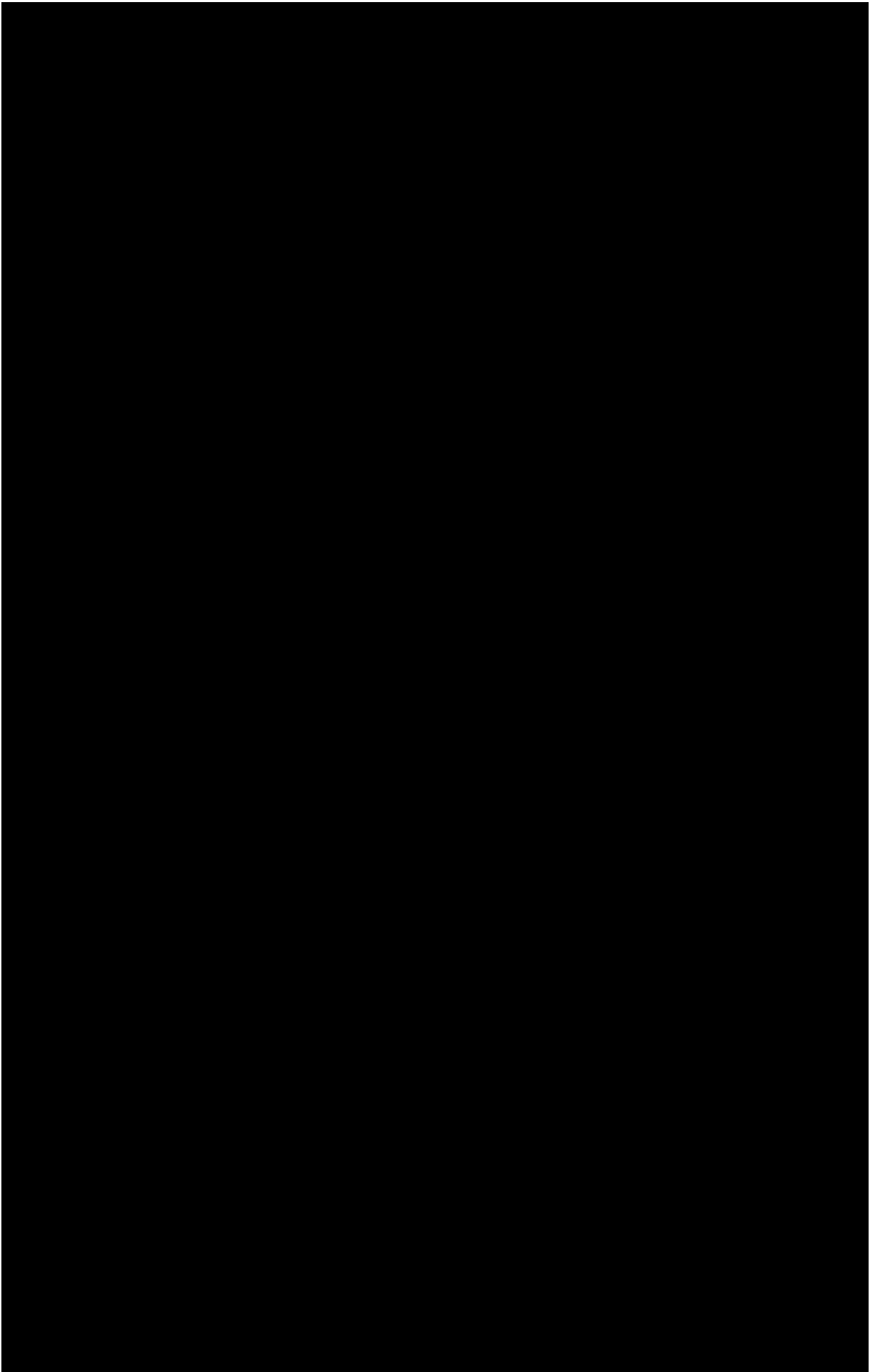


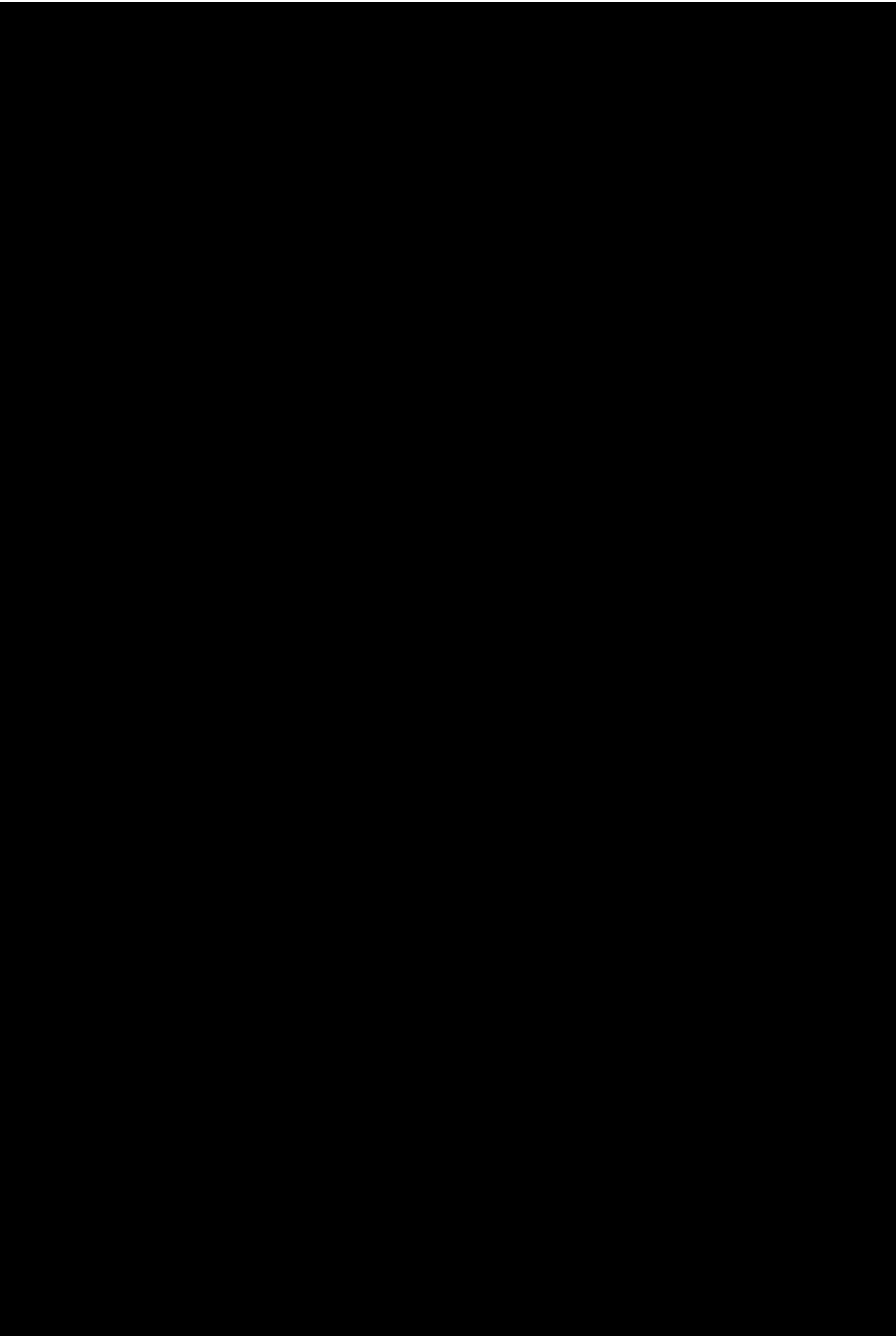


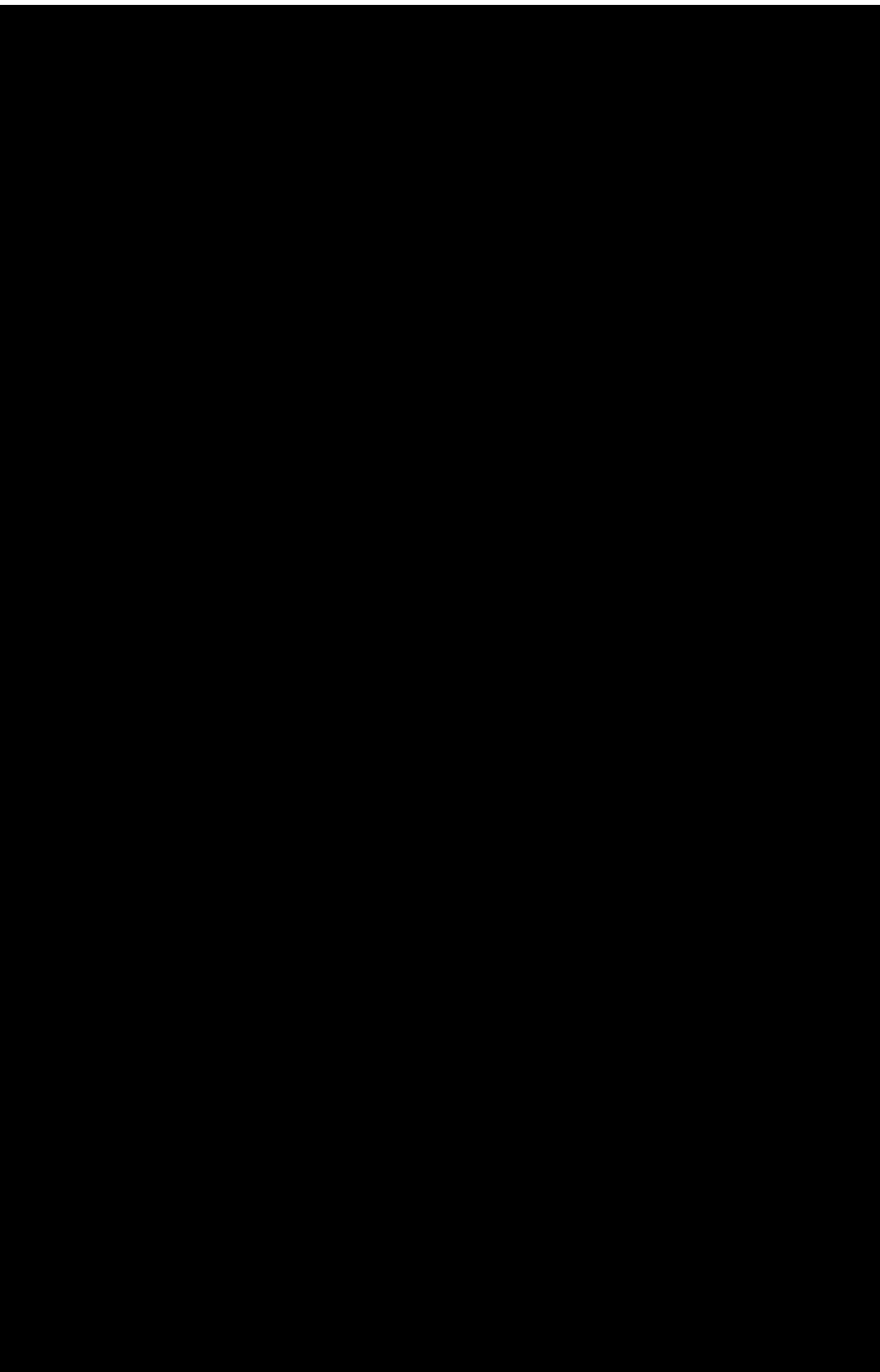


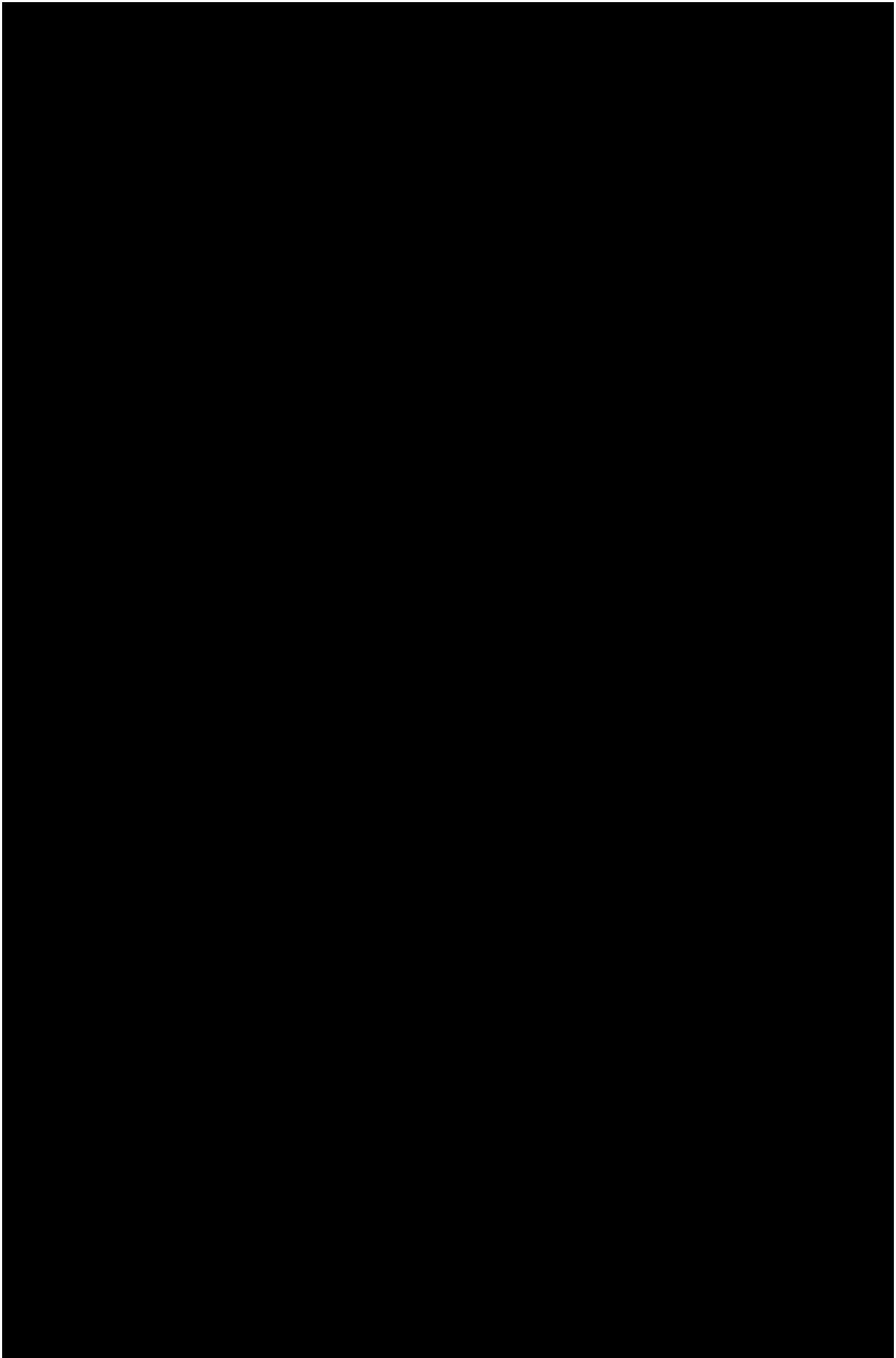


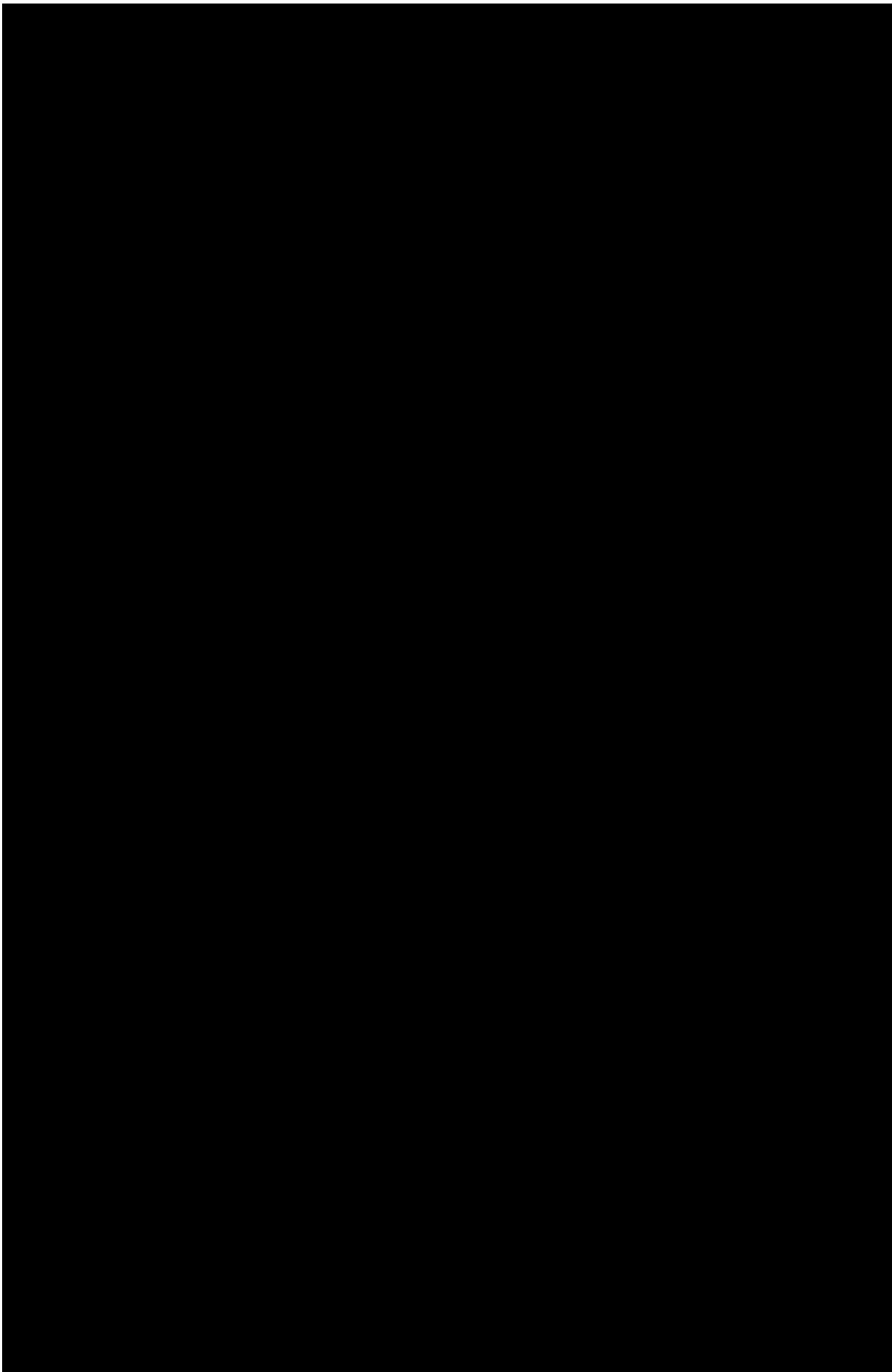


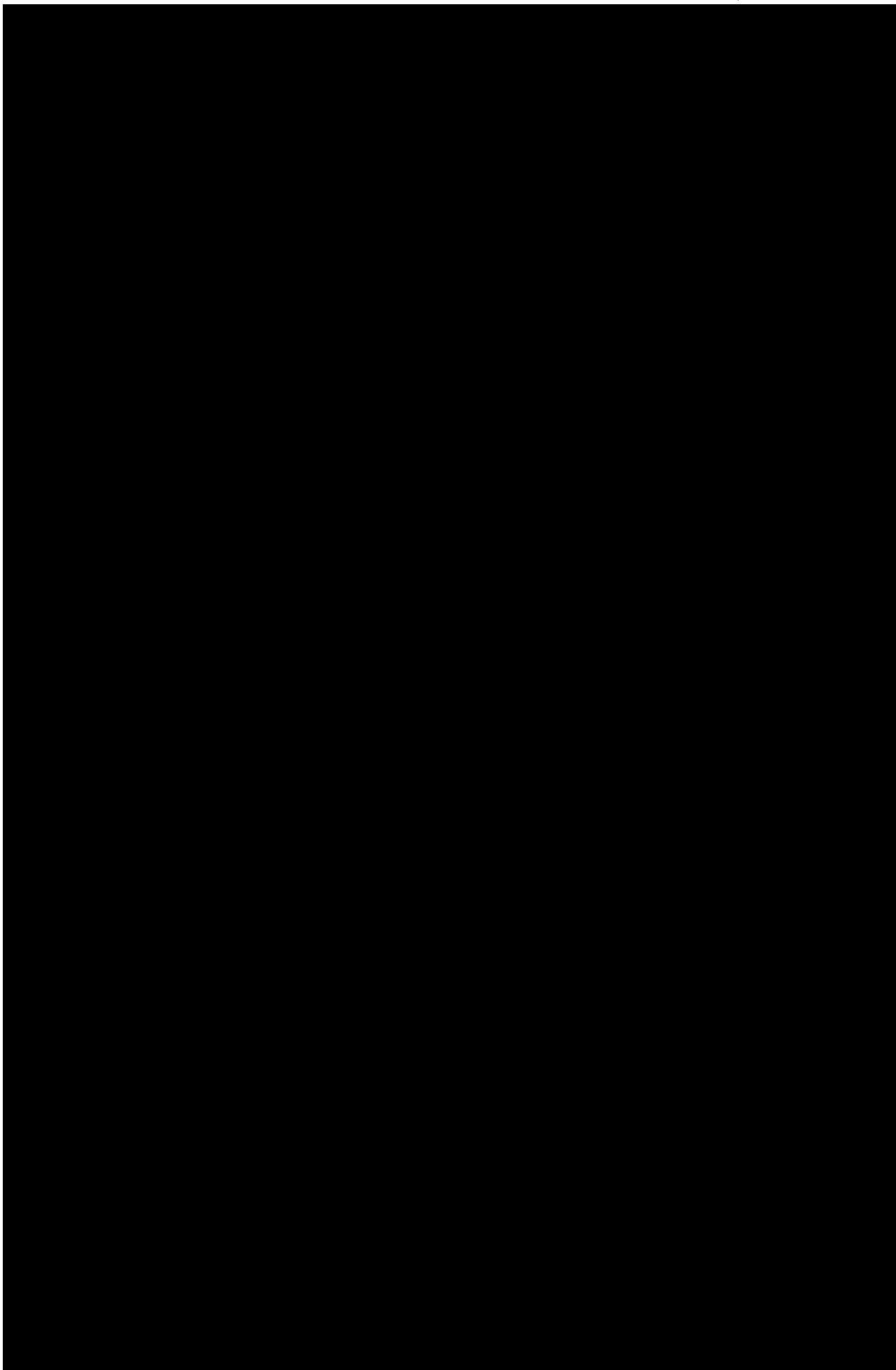


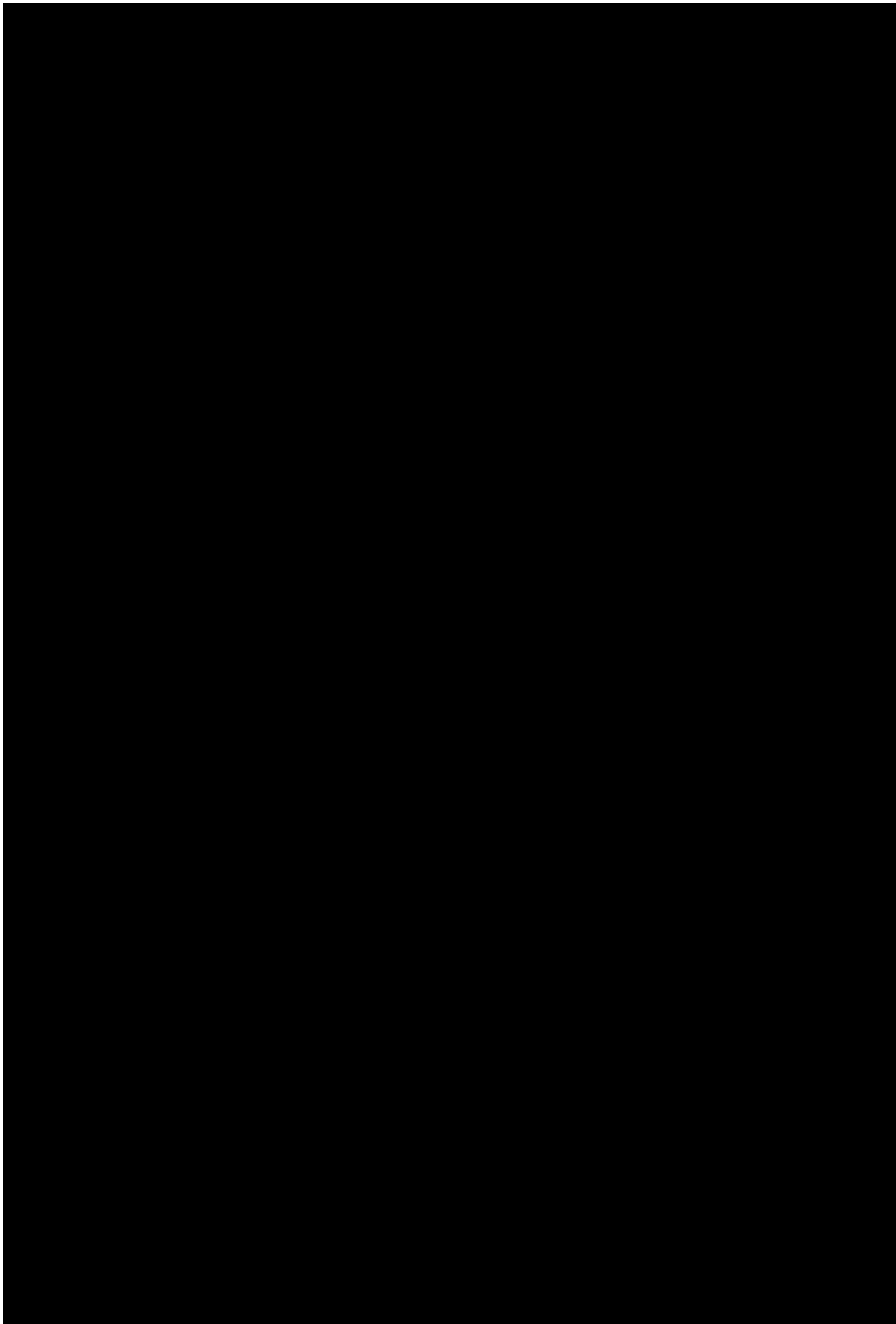


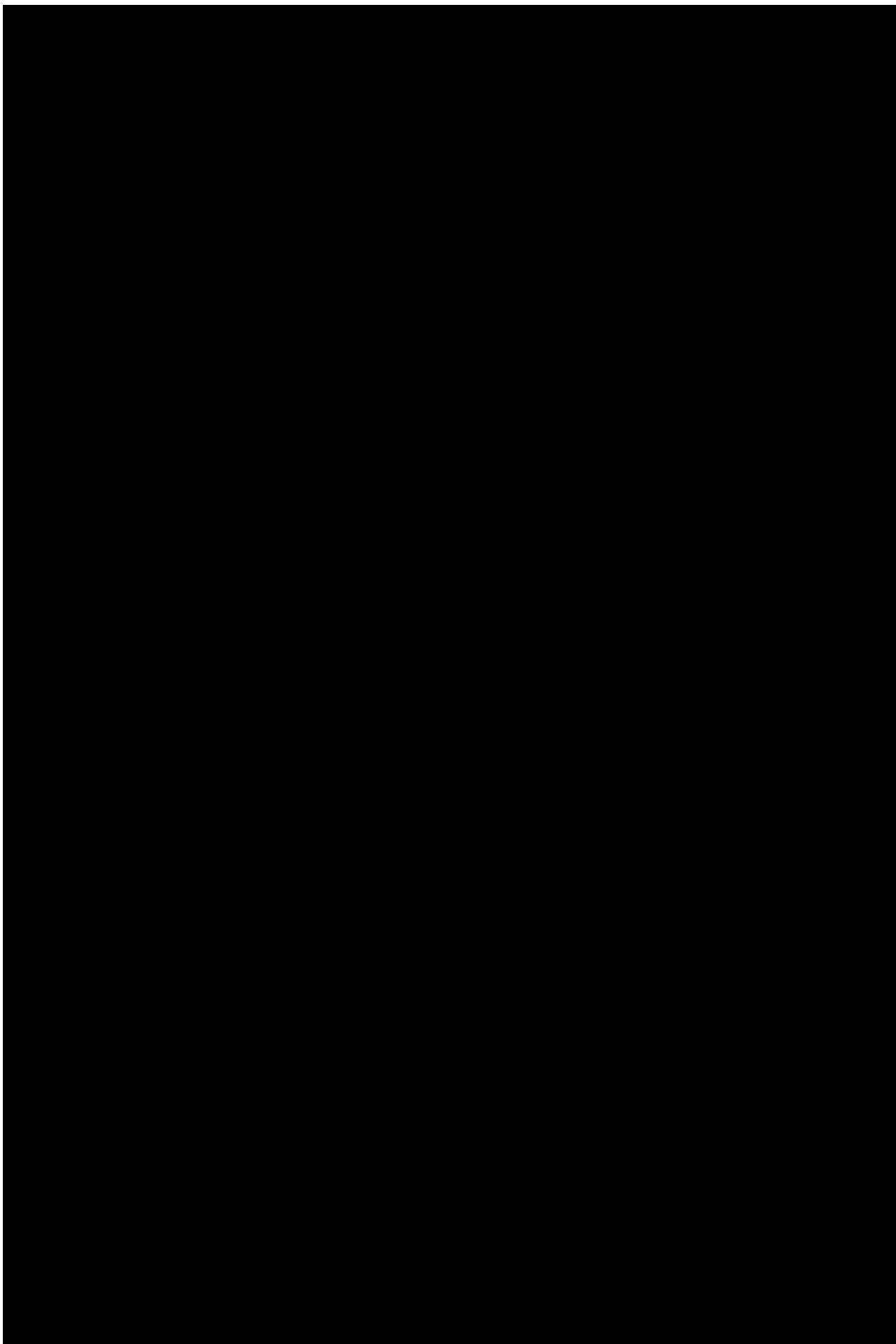


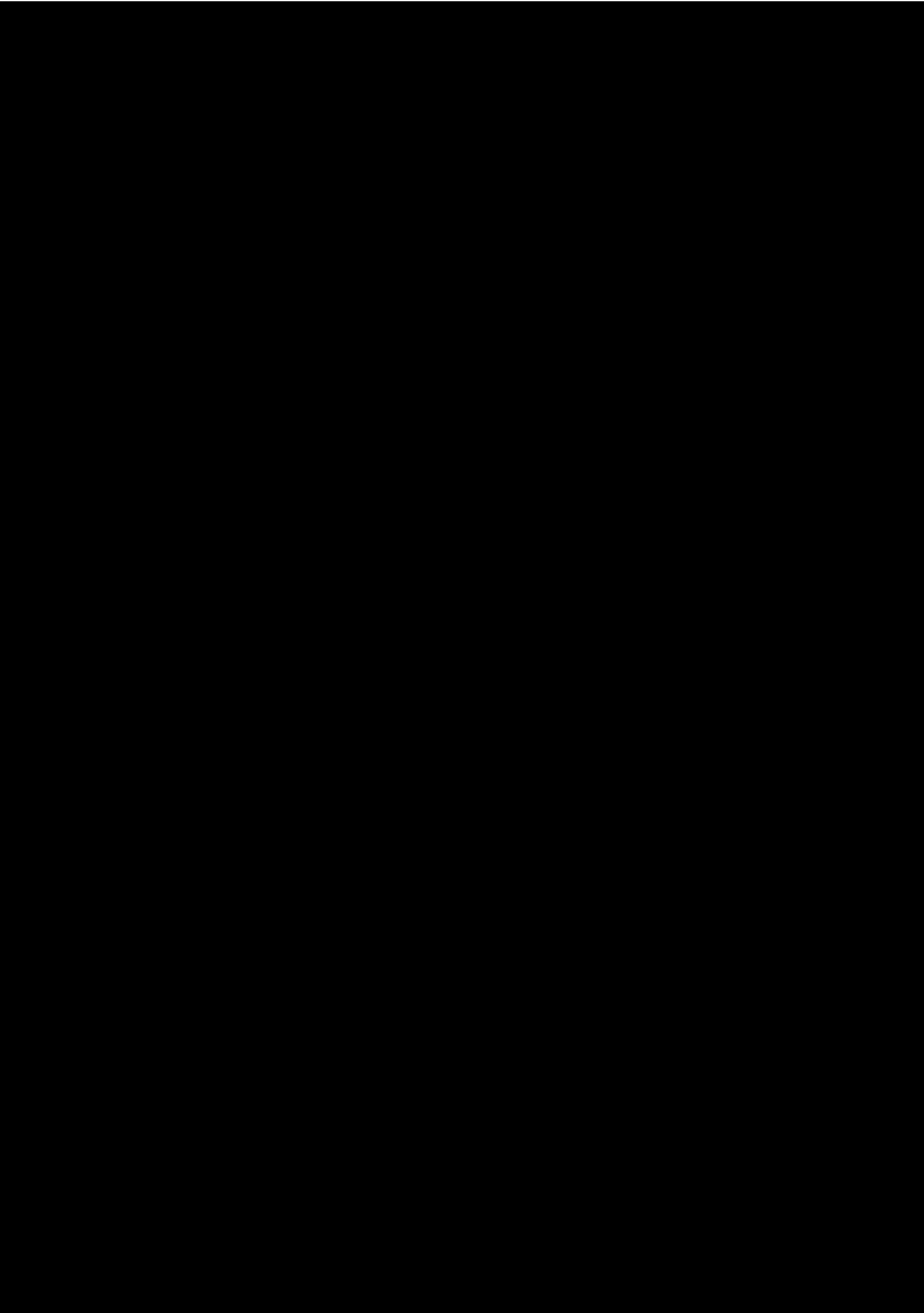


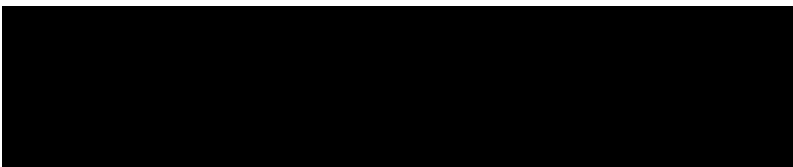














SCHEDULE B9 - INDEPENDENT CERTIFIER'S FORM OF DESIGN CERTIFICATION

(Clause 10.8(b)(iii)(B)(bb))

To: The Principal's Representative / The SSJ Contractor / the Operator (if it accedes to the Independent Certifier Deed)

From: [] (ABN [])

This certificate is given in accordance with the "Sydney Metro City & Southwest Sydenham Station and Junction Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**SSJ Contract**). Words defined in the SSJ Contract have the same meaning in this certificate.

In accordance with the terms of clause 10.8(b)(iii)(B)(bb) of the SSJ Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, the attached Design Documentation complies with all the requirements of the SSJ Contract (including the SWTC) except for the Minor Non-Compliances identified in the attached list.

.....

Signed for and on behalf of

[insert name of Independent Certifier]

ATTACHMENT A

List of Minor Non-Compliances

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

SCHEDULE B10. NOTICE OF CONSTRUCTION COMPLETION

(Clauses 1.1 and 17.2(e)(i)(A))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Transport for NSW

[insert address]

SSJ Contractor

[insert address]

Dear **[insert name]**

**NOTICE OF CONSTRUCTION COMPLETION
Sydney Metro City & Southwest
Sydenham Station and Junction Works (Incentivised Target Cost Contract)
Project Works - Portion [insert number]**

This Notice of Construction Completion is given in accordance with the Sydney Metro City & Southwest Sydenham Station and Junction Works (Incentivised Target Cost Contract) between the Principal and the SSJ Contractor dated **[insert date]** (**SSJ Contract**). Words defined in the SSJ Contract have the same meaning in this notice.

In accordance with clause 17.2(e)(i)(A) of the SSJ Contract, the Independent Certifier confirms that Construction Completion of Portion **[insert number]** has been achieved. The Date of Construction Completion of Portion **[insert number]** is **[insert date]**.

A list of Minor Defects, Agreed Defects and Accepted Defects is **attached**.

This Notice of Construction Completion does not relieve the SSJ Contractor of its obligation to rectify Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 13 of the SSJ Contract and to complete any other outstanding obligations under the SSJ Contract.

Yours sincerely

.....

[]

for and on behalf of the Independent Certifier

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

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

SCHEDULE B11. NOTICE OF COMPLETION

(Clauses 1.1 and 17.4(b)(i))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Transport for NSW
[insert address]

SSJ Contractor
[insert address]

Dear **[insert name]**

**NOTICE OF COMPLETION
Sydney Metro City & Southwest
Sydenham Station and Junction Works (Incentivised Target Cost Contract)
Project Works - Portion [insert number]**

This Notice of Completion is given in accordance with the Sydney Metro City & Southwest Sydenham Station and Junction Works (Incentivised Target Cost Contract) between the Principal and the SSJ Contractor dated **[insert date]** (**SSJ Contract**). Words defined in the SSJ Contract have the same meaning in this notice.

In accordance with clause 17.4(b)(i) of the SSJ Contract, the Independent Certifier confirms that Completion of Portion **[insert number]** has been achieved. The Date of Completion of Portion **[insert number]** is **[insert date]**.

Yours sincerely

.....

[]

for and on behalf of the Independent Certifier

SCHEDULE B12 – INDEPENDENT CERTIFIER'S CERTIFICATE – DEFECTS CORRECTION PERIOD

(Clause 6.4(a)(iii))

To: The Principal's Representative

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

This certificate is given in accordance with the "Sydney Metro City & Southwest Sydenham Station and Junction Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**SSJ Contract**). Words defined in the SSJ Contract have the same meaning in this certificate.

In accordance with the terms of clause 6.4(a)(iii) of the SSJ Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, as at the date of expiration of the final Defects Correction Period:

- (a) all design, construction, inspection, repairs and monitoring by the SSJ Contractor has been undertaken in accordance with the SSJ Contract; and
- (b) all documentation has been recorded and submitted to the Principal's Representative in accordance with the SSJ Contract.

.....

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

SCHEDULE B13 – INDEPENDENT CERTIFIER'S CERTIFICATE – COMPLETION OF LOCAL AREA WORKS

(Clause 13.7(e)(i))

To: The Principal's Representative / The SSJ Contractor

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

This certificate is given in accordance with the "Sydney Metro City & Southwest Sydenham Station and Junction Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**SSJ Contract**). Words defined in the SSJ Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.7(e)(i) of the SSJ Contract, we hereby certify in relation to the Local Area Works described in the Schedule that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed as at [Insert date]:

- (a) the SSJ Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 10.10 of the SSJ Contract, subject to Minor Defects;
- (b) the release of all hold points has been undertaken in accordance with the SSJ Contract;
- (c) all documentation has been recorded and submitted to the Principal's Representative in accordance with the SSJ Contract; and
- (d) the construction complies with the requirements of the SSJ Contract, including the SWTC, subject to Minor Defects.

Schedule

[Insert description of Local Area Works]

.....

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

SCHEDULE B14 – INDEPENDENT CERTIFIER'S CERTIFICATE – PAYMENT CLAIMS

(Clause 16.4(a)(ii))

To: The Principal's Representative

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

This certificate is given in accordance with the "Sydney Metro City & Southwest Sydenham Station and Junction Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [] (**SSJ Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 16.4(a)(ii) of the SSJ Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, all work the subject of the attached progress claim by the SSJ Contractor has been executed and is in accordance with the requirements of the SSJ Contract, including the SWTC, subject to the following:

(a) [Insert details of non-compliances as required]

.....

Signed for and on behalf of

[insert name of the Independent Certifier]

SCHEDULE B15 - INDEPENDENT CERTIFIER'S CERTIFICATE - ASSET MANAGEMENT INFORMATION

(Clause 9.15(i)(ii)(B)(bb))

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

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

This certificate is given in accordance with the "Sydney Metro City & Southwest - Sydenham Station and Junction Works (Incentivised Target Cost Contract)" (Contract No:[#]) dated [insert] (**SSJ Contract**). Words defined in the SSJ Contract have the same meaning in this certificate.

In accordance with the terms of clause 9.15(i)(ii)(B)(bb) of the SSJ Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed:

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

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

SCHEDULE C1. – SWTC

(Clause 1.1)



**Transport
for NSW**

Sydney Metro City & Southwest

Schedule C1
Scope of Works and Technical Criteria
(SWTC)

PROJECT	Sydenham Station and Junction (SSJ)	DATE	14 September 2017
GROUP	Sydney Metro City & Southwest	STATUS	Final
AUTHOR	Transport for NSW	REVISION	1.5
COMPANY	Transport for NSW	FILE NUMBER	
FILE NAME	Sydenham Station and Junction (SSJ) SWTC		

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1. Introduction

1.1. Scope of Works and Technical Criteria (SWTC) Overview

- (a) This SWTC sets out the scope, general requirements and technical requirements for the Project Works, Temporary Works and the SSJ Contractor's Activities for the Sydney Metro City & Southwest Sydenham Station and Junction.
- (b) The SWTC has been developed based on the system performance, functions and process defined in the Business Requirements Specification (BRS) and Systems Requirements Specifications (SRS). The BRS and SRS provide the structure and context to the contract Scope of Works and Technical Criteria (SWTC).
- (c) Requirements in this document are project specific and are in addition to the requirements of the Management Requirements (MR's) that are included in schedules to the Contract.
- (d) The SSJ SWTC comprises:
 - (i) section 1 which outlines the structure of the SWTC, of the project background, objectives and interpretation of the SWTC;
 - (ii) section 2 which includes the high level scope of the SSJ Contractor's Activities, the Project Works and the Temporary Works;
 - (iii) section 3 which includes the general requirements that the SSJ Contractor must comply with;
 - (iv) section 4 which includes the technical requirements including performance criteria for the development of design and construction elements that the SSJ Contractor must comply with;
 - (v) section 5 which includes the construction requirements that the SSJ Contractor must comply with; and
 - (vi) the following appendices:
 - A. Appendix A1.0 which contains definitions of terms and acronyms used in the SWTC;
 - B. Appendix A2.0 which lists the minimum Codes and Standards for Sydney Metro Works;
 - C. Appendix B inclusive which contain technical requirements and scope elements for the Project Works, the Temporary Works and the SSJ Contractor's Activities;
 - D. Appendix C which contains specifications for the Project Works, the Temporary Works and the SSJ Contractor's Activities;
 - E. Appendix D which contains the SWTC Drawings referred to in Sections 1 to 5 inclusive and other Appendices; and

F. Appendices E which contains the Interface Requirements Specification (IRS) and Interface Schedules.

1.2. Project Background

- (a) The Sydney Metro City & Southwest is a 30 kilometre metro rail between Chatswood and Bankstown, including; 17 kilometres of new tunnel from Chatswood, under the harbour to Sydenham connecting 7 new underground stations at Crows Nest, Victoria Cross (North Sydney), Barangaroo, Pitt Street, Martin Place, Central and Waterloo, and upgrading 13 kilometres of the Bankstown line, including 11 existing stations; Sydenham, Marrickville, Dulwich Hill, Hurlstone Park, Canterbury, Campsie, Belmore, Lakemba, Wiley Park, Punchbowl and Bankstown plus southern service facilities.
- (b) The Project Works comprises upgrades to rail and station infrastructure to support customer movement and experience, and address fundamental transport and functionality needs across the existing Sydenham Station and Junction.

1.3. Project Overview

- (a) Sydenham Station lies approximately 6km south of the Sydney CBD and 2.5km from Sydney (Kingsford Smith) Airport.
- (b) Sydenham falls within the Inner West Council (formerly Marrickville) Local Government Area. The suburb is bounded by St Peters to the east, Marrickville to the west, Enmore to the north and Tempe to the south.
- (c) Land use around the station is mixed, with low density residential as well as commercial and industrial areas to the south that generally date from the late 19th century and early 20th century, and later industrial areas to the north.
- (d) The station is bounded by Burrows Ave to the south and Railway Parade to the north and with Sydenham and Marrickville Roads, form an important north/south connection for both general traffic and heavy vehicles. Burrows Avenue on the southern edge of the station is a busy local road. There are three high amenity recreational reserves within walking distance of the station: Fraser Park, Sydenham Green and Tillman Park.
- (e) Sydenham Station is on Schedule 5 of the Marrickville Local Environmental Plan 2011 as a heritage item of state heritage significance. Sydenham Station is also on the State Heritage Register, and RailCorp Section 170 Heritage and Conservation Register, including platform buildings, overhead booking office, overbridge and perimeter brick walls which are of 'aesthetic significance'.
- (f) The existing station consists of six platforms; two side platforms: 1 and 6; and two island platforms 2/3 and 4/5.
- (g) Current Sydney Trains operations through Sydenham Station, include:
 - (i) T3 Bankstown Line services stop at Platform 1 and 2;
 - (ii) Limited T2 Inner West and South Line stop at Platform 3 and 4; and
 - (iii) T4 Eastern Suburbs and Illawarra Line services stop at platform 5 and 6.

- (h) The existing station entry concourse on Gleeson Avenue was the subject of a Transport Access Program (TAP) upgrade in 2013 that included new stairs and lifts to all platforms, as well as ticketing, bicycle parking and other facilities.
- (i) The station currently provides accessible access (lifts) to all platforms, a ticket gateline and modern station concourse facilities. The station access is located on Gleeson Ave and provides good connectivity into the Sydenham precinct.
- (j) The station is currently serviced by three bus routes, 418, 425 and M30 with northbound stops located on Burrows Avenue, and southbound stops located on Railway Parade and Gleeson Avenue. In addition there is a school bus service.
- (k) Sydenham Station and Junction (SSJ) Project is a key component of Sydney Metro City & Southwest that is located at the interface between the tunnel from Chatswood to Sydenham and the Bankstown line conversion.
- (l) The SSJ scope involves remodelling of the existing Sydenham Station and Junction to allow for Sydney Metro City & Southwest operations, including a new aerial concourse constructed at the city end of the Sydenham Station to give access to all platforms and enable passenger interchange between train services, new platforms, new station buildings, station entries and forecourts, and new transport interchanges.
- (m) The northern interchange on Railway Parade will enable a connection to the proposed Sydney Metro City & Southwest trains facility south (stabling yard) to the north. The SSJ scope also includes adjustment of existing Sydney Trains rail systems and civil and structural work to enable separation between Sydney Trains and Sydney Metro City & Southwest operations.
- (n) To facilitate the conversion of Platforms 1 and 2 for the operation of Sydney Metro City & Southwest services the existing Bankstown line and XPT Maintenance Centre access tracks will be temporarily diverted through Platforms 3 and 4.
- (o) Two existing platforms (platforms 1 and 2) will be straightened and extended for Sydney Metro City & Southwest services. Existing platforms 3, 4, 5, and 6 will continue to be used by Sydney Trains services allowing Metro customers to interchange with T2 Inner West and South Line and T4 Eastern Suburbs and Illawarra Line.
- (p) The SSJ Contractor's Activities will require significant enabling works including relocation of existing Sydney Trains combined services routes, modification of public utilities including Sydney Water stormwater drainage network. The modification to the Sydney Water stormwater drainage system will include an aqueduct over Sydenham Pit, realigned drainage channels, new under-track culvert and a new pumping station.



Figure 1.3 Sydenham Station and Junction

1.4. Project Objectives

- (a) The Principal's objectives for the Sydney Metro City & Southwest project are contained in clause 2.1 of the General Conditions.
- (b) The Principal's objectives for the Project Works are contained in clause 2.2 of the General Conditions.

1.5. Purpose and interpretation of SWTC

- (a) The criteria and requirements in this SWTC are minimum criteria and requirements, including technical, operational and performance criteria and requirements for the Project Works, the Temporary Works and the SSJ Contractor's Activities which the SSJ Contractor must satisfy to fulfil its obligations under the Contract.
- (b) If more than one criterion or requirement applies in respect of any part of the Project Works, the Temporary Works and the SSJ Contractor's Activities then all criteria and requirements must be satisfied. If there are criteria and requirements which are mutually exclusive, then the criterion or requirement which delivers the greatest level of service or is of the highest standard, will apply.
- (c) Reference to any work is deemed to include a requirement to undertake any additional activities necessary for the satisfactory completion and performance of that work and full compliance with the SWTC.
- (d) The SSJ Contractor bears the risk that compliance with this SWTC will not fulfil the SSJ Contractor's obligations under the Contract. In particular, the SSJ Contractor must carry out any work, tasks and activities additional to that contemplated by this SWTC to ensure that the SSJ Contractor satisfies its obligations under the Contract.
- (e) The SWTC Drawings are contained in Appendix D. The SWTC Drawings provide criteria and requirements that the SSJ Contractor must satisfy in development of the Design Documentation in conjunction with the SWTC.

- (f) Notwithstanding the requirements of the Contract, if the SSJ Contractor proposes to Change the dimensions, sizes, numbers or the specified minimum requirements specified by the SWTC and SWTC Appendices to meet a “performance” requirement in the SWTC, the SSJ Contractor must:
- (i) gain approval from the Principal to use the “performance” based solution or any proposed reduction in the specified minimum requirements prior to incorporation into the Design Documentation in accordance with the Contract;
 - (ii) provide sufficient calculations and details of the “performance” based dimensions, sizes or numbers support the SSJ Contractor’s assessment that it meets or improves the level of service and standard required by the SWTC;
 - (iii) provide drawings as may be required to show the layout of the element based on:
 - A. the “performance” based dimensions or sizes; and
 - B. the SWTC Drawings.
 - (iv) provide justification of any “performance” based solution or reduction in the specified minimum requirements.
- (g) Regardless of the “performance” based calculation or assessment, any alternative infrastructure or equipment must be able to provide an equivalent or better level of service than the infrastructure or equipment it replaces; and
- (h) Notwithstanding any approval(s) given by the Principal for any Change(s) to the dimensions, sizes, numbers or the specified minimum requirements shown on the SWTC Drawings, the SSJ Contractor remains responsible for the completion of the SSJ Contractor’s Activities in accordance with the Contract including all Codes and Standards.

1.6. Definitions and interpretations

- (a) The SWTC (including appendices) must be read in conjunction with all other parts of the Contract.
- (b) Unless the context requires otherwise, terms which have a defined meaning in clause 1.1 of the General Conditions have the same meaning where used in this SWTC.
- (c) Appendix A1.0 contains definitions of terms and acronyms used in this SWTC that are additional to those set out in clause 1.1 of the General Conditions.
- (d) Unless stated otherwise any reference in this SWTC to an Assets Standards Authority, Sydney Trains or RailCorp standard is to be read as the same standard.
- (e) Unless stated otherwise, any reference to a ‘section’ or ‘clause’ in this SWTC is a reference to a section or clause of this SWTC.
- (f) Unless stated otherwise, any reference to an ‘appendix’ or ‘appendices’ in this SWTC is a reference to an appendix or appendices of this SWTC.

- (g) Unless stated otherwise, any reference to a 'Worksite' or 'Worksites' in this SWTC is a reference to a Worksite or Worksites set out in Schedule E1 of the Contract.
- (h) Unless stated otherwise, any reference to an 'existing' item of infrastructure in this SWTC must be read as a reference to the item of infrastructure existing at the date of the Contract.
- (i) Unless stated otherwise, all reduced levels specified in this SWTC, including those in the Appendices, are to Australian Height Datum (AHD).
- (j) Unless stated otherwise, all survey coordinates specified in this SWTC, including those in the Appendices, are to the Map Grid Australia (MGA-GDA-94).

2. Scope Description

2.1. General

- (a) The SSJ Contractor must undertake the SSJ Contractor's Activities in accordance with the requirements of the Contract, including this SWTC, SWTC appendixes, and the Planning Approvals.
- (b) The SSJ Contractor must implement an integrated approach to the performance of the SSJ Contractor's Activities using effective and robust systems which accommodate and address the project objectives and management requirements in Contract Schedules Part D.
- (c) In particular the SSJ Contractor must:
 - (i) satisfy the technical and procedural requirements of the Principal with respect to investigation, design and construction and handover of the Project Works;
 - (ii) demonstrate a whole of life approach in the design and construction of the Project Works to minimise asset operation, maintenance, replacement and refurbishment cost;
 - (iii) demonstrate an ability to understand the importance of customer outcomes and adopt customer centred design approaches;
 - (iv) demonstrate an appreciation of the Sydney Metro City & Southwest design objectives and a commitment to design excellence;
 - (v) establish and maintain a collaborative and effective working relationship with the Principal, Interface Contractors, stakeholders and the community;
 - (vi) ensure that its planning and programming is comprehensive and provides for the concurrent delivery of the performance and management requirements of the Contract;
 - (vii) ensure that risks are considered and mitigated throughout the performance of the SSJ Contractor's Activities;
 - (viii) proactively liaise with and satisfy the requirements of all relevant Authorities;
 - (ix) diligently address safety, function, operability, maintainability durability, sustainability and reliability and aesthetics in all aspects of the Project Works, the Temporary Works and the SSJ Contractor's Activities;
 - (x) implement a proactive stakeholder and community involvement strategy which enables the SSJ Contractor to respond to and accommodate reasonable stakeholder and community expectations in all aspects of the Project Works, the Temporary Works and the SSJ Contractor's Activities;
 - (xi) ensure a high standard of environmental, sustainability, community, safety and quality performance in the delivery of the SSJ Contractor's Activities

by developing and implementing effective Project Plans and providing effective leadership to develop and maintain the culture and values that are consistent with this performance objective;

- (xii) demonstrate the importance of customer outcomes and adopt customer centred design approaches; and
- (xiii) demonstrate an appreciation of the Sydney Metro City & Southwest design objectives and a commitment to design excellence.

2.2. SSJ Contractor's Activities

- (a) Without in any way limiting the SSJ Contractor's obligations under the Contract, the SSJ Contractor's Activities include all tasks and things necessary to:
 - (i) undertake its own assessment on all existing assets and systems determine whether the existing assets and systems should be kept, modified, replaced or removed to meet the SWTC;
 - (ii) investigate, design, construct, test and commission the Project Works and Temporary Works;
 - (iii) preserve and protect all existing infrastructure including structures, public transport facilities including bus driver amenities and associated facilities, cycle ways, footpaths, Utility Services; roads, railways, buildings and improvements, that are affected by the SSJ Contractor's Activities, except for the existing infrastructure that is required to be demolished or modified under the Contract;
 - (iv) handover the Project Works to the Principal or relevant owner by the relevant Dates for Construction Completion in the condition required by the Contract;
 - (v) correct all Defects during the Defects Correction Period applicable to the relevant parts of the Project Works;
 - (vi) secure, maintain, repair, reinstate and hand back, in the specified condition, areas occupied or affected by the Temporary Works;
 - (vii) prepare the design, design integration and Design Documentation;
 - (viii) provide submissions in relation to configuration change, certification, construction testing and commissioning of the Project Works and Temporary Works;
 - (ix) prepare the SSJ Contractor's Programs;
 - (x) provide quality assurance of the SSJ Contractor's Activities;
 - (xi) ensure the Environmental Representative can perform its role under the Planning Approval;
 - (xii) mitigate environmental impacts during the design and construction of the Project Works and the Temporary Works;
 - (xiii) develop and implement sustainability strategies and initiatives for the SSJ Contractor's Activities, Project Works and the Temporary Works;

- (xiv) implement all necessary traffic and transport management methods to effectively manage traffic, transport, pedestrian and passengers affected by the construction of the Project Works and the Temporary Works;
- (xv) develop, implement and maintain the Contract Management Plans in accordance with the Contract;
- (xvi) provide effective stakeholder and community engagement, including effective communication, in relation to the Project Works and the Temporary Works and the SSJ Contractor's Activities;
- (xvii) provide site facilities and accommodation as required in the Contract;
- (xviii) maintain and repair the Project Works and the Temporary Works until the relevant Date of Construction Completion;
- (xix) enable the Independent Certifier to perform its functions including those identified in the Independent Certifier Deed to certify the Project Works and the Temporary Works;
- (xx) manage the nominated contractors to integrate the works delivered into the Project Works;
- (xxi) ensure that all rail and station systems remain accessible, functional, and at the applicable level of services, at all times during construction;
- (xxii) maintain customer access to Sydenham Station including station facilities, amenities and train services at the required level of service, at all times during construction, unless otherwise agreed to by Sydney Trains and the Principal;
- (xxiii) maintain the required level of fire safety in all parts of the Sydenham Station that remain operational during construction;
- (xxiv) remove all equipment, architectural elements, cabling and all other associated installations made redundant through the SSJ Contractor's Activities; and
- (xxv) made good all affected assets and substrate.

2.3. Project Works

- (a) The Project Works include all permanent new infrastructure and permanent modifications to existing infrastructure which must be constructed to enable the SSJ Contractor to satisfy the requirements of the Contract, including the requirements of this SWTC and the SWTC appendices.
- (b) The Project Works include the following categories of works:
 - (i) Sydney Metro Works;
 - (ii) Brownfield Works;
 - (iii) Utility Service Works;
 - (iv) Sydney Water Stormwater Drainage Works;
 - (v) Property Works; and

- (vi) Local Area Works.

2.3.1. Sydney Metro Works

- (a) The Sydney Metro Works are the works for a new metro station for the Sydney Metro City & Southwest at Sydenham (Metro Station) and the associated metro rail corridor, which will be handed over to the Principal to be incorporated in the operating Sydney Metro City & Southwest or the Principal's nominees.
- (b) The Sydney Metro Works will interface with rail infrastructure, electrical systems, communications systems and control systems to be installed by Interface Contractors.
- (c) Elements of the Sydney Metro Works will be integrated into the Existing Operators rail network on an interim basis pending handover to the Principal.
- (d) The Sydney Metro Works include:
 - (i) the Metro Station and Interchange Works described in section 2.3.1.1; and
 - (ii) the Metro Corridor Works described in section 2.3.1.2.

2.3.1.1. Metro Station and Interchange Works

- (a) The Metro Station Works and Interchange comprise permanent new station infrastructure and permanent adjustments to existing infrastructure at Sydenham Station and interchange in accordance with Appendix D4.0 and Appendix D5.0, (including the associated transport interchange and precinct infrastructure), for the purposes of the operation and maintenance of the Metro Station.
- (b) The Metro Station and Interchange Works include:
 - (i) adjustments to existing Sydenham Station infrastructure (including the associated transport interchange and precinct infrastructure) to enable the construction of the new metro assets, including:
 - A. reconstruction and extension of platforms 1 and 2 as straight platforms, including:
 - i) level access for Sydney Metro City & Southwest trains;
 - ii) provision, including footings, recesses and fixtures, for Platform Screen Door (PSD) system in accordance with Appendix E1.5;
 - iii) platform edge screens extending to all areas of platforms not covered by PSDs including platform end access gates;
 - iv) ramps at the city ends of the platforms to allow:
 - 1. maintenance access to and from the Rail Corridor; and
 - 2. egress of passengers off the end of platforms.
 - v) platform buildings and staff facilities;
 - vi) platform canopies;
 - vii) platform drainage and rainwater collection tank(s);

- viii) floor tiles;
 - ix) tactile ground surface indicators; and
 - x) platform furniture including seating, bins and other furniture.
- A. archival recording, demolition and removal of State Heritage listed building on Platform 1 (Parcel Office);
 - B. archival recording, demolition and removal of billboards located adjacent to Sydenham Road; and
 - C. archival recording, demolition and removal of Sydney Trains Sydenham Civil Depot (geotechnical building) located off Railway Parade, south of the station.
- (ii) new aerial paid concourse (Metro Concourse) positioned on the city end of the existing Sydenham Station platforms which will link the northern end of Railway Parade, northern end of Burrows Avenue, and all six existing Sydenham Station platforms including:
- A. removal of any obstructing residual in-ground foundation structures/elements from the 2011 Railcorp temporary foot bridge constructed as part of the TfNSW Transport Access Program;
 - B. new Vertical Transport from all six platforms to the Metro Concourse on the paid side, including lifts to each platform;
 - C. covered stair access from all six platforms to the Metro Concourse on the paid side;
 - D. single unified concourse canopy;
 - E. tactile ground surface indicators; and
 - F. all wall, floor and ceiling finishes.
- (iii) new at-grade Metro Station entry plazas and integrated transport interchange located at the intersection of Sydenham Road, Railway Parade and Lower Railway Parade, and on Burrows Avenue between the intersection of George Street and Hogan Avenue including:
- A. paved station Primary Plaza and Secondary Plaza including; new accessible pathways / ramps between the station and interchange facilities;
 - B. station entrance structure, including ticket Gateline(s) and extended weather protection;
 - C. customer facilities including ticket self-service machines and ATMs;
 - D. bicycle parking facilities including rails and lock-up parking;
 - E. vehicle management devices;
 - F. street furniture including public seating adjacent to pedestrian paths;

- G. modification to existing road reserve and Local Area precinct including, signalised and non-signalised pedestrian crossings to suit the new station entrance and pedestrian desire lines;
 - H. plaza landscaping including hard and soft landscaping: paving drainage, tree cover, planter boxes;
 - I. drinking fountains;
 - J. lighting;
 - K. integrated public art;
 - L. bus stops adjacent to stations with and accessible path of travel to station entry;
 - M. dedicated accessible taxi and kiss and ride zones, with accessible facilities and paths of travel to station entry;
 - N. customer shelters at bus stops and at taxi and kiss and ride zones;
 - O. modification to existing and new footpaths, driveways and stairs;
 - P. kerb and road realignment;
 - Q. modification to existing and new fencing, retaining walls and balustrades;
 - R. modification to existing and new stormwater drainage;
 - S. modification to existing on street parking;
 - T. modification to existing and new tactile indicators; and
 - U. removal and disposal of existing infrastructure made redundant through the SSJ Contractor's Activities.
- (iv) modifications to Sydenham Road and Railway Parade, including vertical realignment to providing an accessible path of travel from the bus interchange to the Metro Station entrance avoiding the realigned Sydney Water culverts, including associated modifications to brick retaining wall.
- (v) new active transport corridor treatments on the southern side of Shirlow Street between Garden Street and Saywell Street, including:
- A. a continuous pedestrian pathway along the length of the street using concrete-unit pavers on a rigid base; and
 - B. an on-road cycle path.
- (vi) new Metro Station buildings as defined in Appendix C1.0 Metro Station Room Schedule and C1.1 Room Data Sheets, including:
- A. all fixtures and fittings;
 - B. door and door hardware, including electric door ironmongeries to the security level described in Appendix E1.9;

- C. all wall, floor and ceiling surfaces including soffits, cladding, roofing and painting;
 - D. handrails, fencing and balustrades;
 - E. louvres and grilles;
 - F. painting of surfaces;
 - G. all other architectural finishes;
 - H. all other equipment, cable containment, troughing and all other requirements described with the Interface Schedules;
 - I. tactile indicators; and
 - J. internal room layouts and fit out suitable for staff, equipment and plant accommodation.
- (vii) new services equipment facility located within the current Sydney Trains Sydenham Civil Depot including the following:
- A. services equipment building and rooms as defined in Appendix C1.0 Metro Station Room Schedule;
 - B. maintenance parking; and
 - C. shared vehicular access driveway to the Sydenham Station padmount substation, including separate designated Sydney Trains maintenance parking adjacent to the substation.
- (viii) new low voltage (LV) power supplies and distribution systems, centralised UPS system, dedicated UPS system and photovoltaic systems, including all associated low voltage electrical equipment, foundations, cabling, cable containment, earthing, bonding, lighting, monitoring, control, renewable energy sources to the Metro Station and precinct, service equipment rooms and trackside facilities in accordance with Appendix C1.3;
- (ix) earthing, bonding and electrolysis protection systems necessary for the protection of all infrastructure comprising the Project Works and Temporary Works;
- (x) Environmental Control Systems (ECS) including:
- A. heating, ventilation, and air-conditioning (HVAC) systems;
 - B. equipment room cooling and ventilation systems;
 - C. back-up cooling systems for critical equipment rooms;
 - D. economy cycles and heat recovery systems;
 - E. pressurisation systems;
 - F. pressure relief and purge systems;
 - G. associated equipment and system component supports, intakes, discharges, risers, civil and structural works, and acoustic treatments;

- H. power supply, control, and monitoring systems and interfaces;
 - I. water supply, treatment, and drainage systems; and
 - J. fire separation, fire stopping, fire proofing, and fire system interfaces.
- (xi) cable containment system (including route design) which includes, equipment footing, pits, junction boxes, bracketry, equipotential bonding conductors, conduits, cable outlet boxes, underground cable routes, cable tray, troughing, pits, undertrack crossings, to vertical transport system, platform screen doors, radio system, central control system and communication systems in accordance with Appendix E1.0 to Appendix E1.9;
- (xii) new building services including:
- A. Low voltage;
 - B. trackside facilities;
 - C. station Environmental Control Systems (ECS);
 - D. hydraulic services;
 - E. lighting services;
 - F. signage and advertising panels;
 - G. Vertical Transport;
 - H. entrance shutters; and
 - I. fire indication panels and associated systems.
- (xiii) new building management system with all necessary components and interfaces for local control and monitoring of entries to the Metro Station and facility building services, including:
- A. Low voltage;
 - B. trackside facilities;
 - C. station Environmental Control Systems (ECS);
 - D. hydraulic services;
 - E. lighting services;
 - F. signage and advertising panels;
 - G. Vertical Transport;
 - H. entrance shutters; and
 - I. fire indication panels and associated systems.
- (xiv) provisions for new ticket Gatelines and electronic ticketing equipment (ETS) including gate array controller (GAC), recharge facilities and self-service machines, including:

- A. power supply to all ETS and GAC Equipment including power cables, earthing cables, cable containment and connections to local LV distribution boards and LV switch boards;
 - B. installation of emergency gate opening panel (EGOP) and emergency opening buttons;
 - C. all Fire Safety System interfaces associated with Gatelines including cabling and cable containment and connection between Gatelines and the fire indicator panels and break glass;
 - D. all works associated with civil and cable containment works for data communications cable, including:
 - a. ducting and footings associated with below ground civil works;
 - b. draw wires for underfloor ducting and conduits;
 - c. access pits and panels to any cabling containment system;
 - d. cable containment to all ETS equipment to connect to the local area network switches, interfacing to the Sydney Metro data communications network and/or Sydney Trains data communications network; and
 - e. civil works, including ducting and footings associated with ground civil works.
 - E. spatial provision for secure storage of rotables and consumables to support first line maintenance of ETS Equipment.
- (xv) all wayfinding, general, safety and statutory signage throughout the Metro Station and Interchange including:
- A. station entrances, public amenities, Vertical Transport, concourses and platforms;
 - B. areas of Sydenham Station which are impacted by Contractor Activities;
 - C. Station Precinct;
 - D. direction signage to bus, taxi, Kiss and Ride, bike storage and other transport mode areas within the Station Precinct and Interchange;
 - E. other general advisory and information signage regarding wayfinding;
 - F. all safety and emergency signage;
 - G. all statutory signage;
 - H. Fire Life Safety signs;
 - I. street signs and traffic control signs;
 - J. removal and disposal of all redundant signage;
 - K. repairs and reinstatement of all surfaces and substrates from which existing signage is removed, to match the surrounding surfaces;

- L. provisions for public art installations;
- M. provisions for free standing digital advertising totems inside the Metro Station Gates, Metro Concourse and platform 1;
- N. provisions for large format digital advertising screens on the Metro Concourse; and
- O. provision for retail facilities in the Primary Plazas and Secondary Plazas.

2.3.1.2. Metro Corridor Works

- (a) The Metro Corridor Works comprise permanent new infrastructure, and permanent adjustments to existing infrastructure, in the Rail Corridor for the purposes of the operations and maintenance of the Sydney Metro City & Southwest.
- (b) The Metro Corridor Works include:
 - (i) cable containment system (including route design) which includes, equipment footing, pits, junction boxes, bracketry, equipotential bonding conductor, conduits, cable outlet boxes, underground cable routes, cable tray, troughing, pits, undertrack crossings for radio systems, signalling and train control systems, and communications systems in accordance with Appendix E1.0 to Appendix E1.9 and Appendix C1.2;
 - (ii) cable containment system (including route design) which includes, equipment footing, pits, junction boxes, bracketry, equipotential bonding conductor, conduits, cable outlet boxes, underground cable routes, cable tray, troughing, pits, undertrack crossings for electrical systems including;
 - A. high voltage reticulation;
 - B. low voltage; and
 - C. overhead wiring and traction supply.
 - (iii) widening of existing rail embankment on Up side of Rail Corridor adjacent to the Bankstown Line to provide for slewing of the Bankstown Line, including widening of the bridge(s) over the drainage canals;
 - (iv) deep and shallow stabilisation and protection works to embankments and cuttings, including retaining walls;
 - (v) new, upgraded and modified track and track formation in accordance with the track design and the physical extent of trackwork defined in Appendix D3.0 and D6.0 including:
 - A. provision for northern shunt neck, eastern bypass road and down metro SW and up metro SW;
 - B. formation transition slabs associated with the Transgrid suspended slab on the northern shunt neck as detailed in Appendix E3.0;
 - C. formation transition slab associated with the southern dive portal for the up and down tracks as detailed in Appendix E3.0;

- D. provision for straight track alignments through the Metro Station platforms;
 - E. new 802 A&B crossovers between the Up and Down Bankstown lines;
 - F. temporary buffer stops with associated equipment on the Up and Down Bankstown lines at the country end of platforms 1 and 2;
 - G. replacement and/or upgrading of existing track, track formation, drainage, ballast or ballast reconditioning to meet the technical requirements;
 - H. slew Up and Down Bankstown lines to final Sydney Metro City & Southwest vertical and horizontal alignment, including superelevation adjustments required to maintain Sydney Trains interim operations;
 - A. guard rails and other track infrastructure required to support Sydney Metro City & Southwest operations;
 - B. staging of the works to ensure continued operations of the Sydenham maintenance centre and the ARTC goods line;
 - C. staging of track work to ensure continued operation of Sydney Trains and ARTC operations during the course of construction; and
 - D. coordination with Interface Contractors.
- (vi) new, upgraded and modified overhead wiring and associated overhead wiring infrastructure to meet Sydney Metro City & Southwest operational requirements and revised track alignments, including;
- A. OHW and OHWS for Sydney Metro City & Southwest final 1500V configuration, including switched overlaps, in accordance with Appendix E4.0;
 - B. OHWS through Metro Station platform areas in accordance with Interface Contractor requirements as detailed in Appendix E1.4; and
 - C. Sydney Trains and Sydney Metro City & Southwest shared OHWS in accordance with Interface Contractors requirements as detailed in Appendix E1.4.
- (vii) modification to the existing canal underbridge at Ch 5.646km including:
- A. widening the bridge, including new approach slabs;
 - B. new waterproofing to bridge deck; and
 - C. widening the stormwater culvert, including, infill slab, approach slab and headwall.
- (viii) new service bridges for the cable routes located on the Up side of the Bankstown Line over drainage channels at approximately Ch5.635 and Ch5.653km;
- (ix) new, upgraded and modified stormwater drainage including inter-track, cross track, cess and trunk stormwater infrastructure to meet Sydney Metro City & Southwest operational requirements and revised track alignments;

- (x) noise walls and access gates, as required by the Environmental Documents and the SWTC;
- (xi) Rail Corridor boundary security fencing including access gates to prevent both deliberate and unintentional access to the rail corridor in accordance with Appendix D1.0 and E, including:
 - A. maintenance access gates; and
 - B. provision for (and coordination with) Trackside Intruder Detection System using fencing structures.
- (xii) internal corridor fencing and access gates to segregate (segregation fencing) in accordance with Appendix D1.0 and Appendix E, including:
 - A. the Sydney Trains corridor;
 - B. the Sydney Metro City & Southwest unattended train operation (UTO) area from other maintenance and accessible areas within the rail corridor; and
 - C. facilitate the Interface Contractor activities.

2.3.2. Brownfield Works

- (a) The Brownfield Works are the works at and around Sydenham Station and Sydenham Junction associated with, or required to enable, the construction, integration, operation and maintenance of the Sydney Metro Works.
- (b) The Brownfield Works will be designed and constructed for the use of existing rail operators, other than the Operator of the Sydney Metro City & Southwest.
- (c) The Brownfield Works include:
 - (i) the Brownfield Rail Works described in section 2.3.2.1;
 - (ii) the Sydenham Junction Works described in section 2.3.2.2; and
 - (iii) the Sydenham Bridge Works described in section 2.3.2.3.

2.3.2.1. Brownfield Rail Works

- (a) The Brownfield Rail Works comprises permanent new infrastructure, permanent adjustments, and protection measures for existing rail and station systems to facilitate the construction of the Sydney Metro Works.
- (b) The Brownfield Rail Works include:
 - (i) relocation of all existing Sydney Trains rail systems cable routes and cabling outside of the Sydney Metro City & Southwest Rail Corridor as designated by the separation and boundary fence, including;
 - A. 11kv feeder 608/2 and 686/2;
 - B. signalling cables;
 - C. copper communications cables;
 - D. optic fibre cables;

- E. low voltage cables;
 - F. 1500v dc system;
 - G. compressed air; and
 - H. digital train radio.
- (ii) relocation, adjustment and protection to existing cable routes including:
- A. the 11kv aerial feeder 608/3 cable route through Burrows Ave; and
 - B. the 33kv feeder 799 cable route through Burrows Ave.
- (iii) relocation (and associated terminations) of existing signalling equipment and cables, including:
- A. main signalling and communication cables, and where necessary tail cables, coming into SM577;
 - B. SM583 location case;
 - C. main signalling and communications cables, and where necessary tail cables, coming into SM592 A&B locations;
 - D. main signalling and communications cables and, where necessary tail cables, coming into SM595 location;
 - E. main signalling and communications cables, and where necessary tail cables, coming into SM599 A&B locations;
 - F. removal of SM599B, SM600B and Fixed Red signals;
 - G. relocation of 598AT track circuit feed;
 - H. removal of the track circuits on the Bankstown line feed from SM599 A&B location cases;
 - I. removal of 599 intermediate trainstop;
 - J. removal of platform 1 and 2 guard's indicators;
 - K. the main signalling and communications cables, and where necessary tail cables, coming into SM607 location;
 - L. SM611 A&B location cases;
 - M. main signalling and communications cables, and where necessary tail cables, coming into SM611 A&B locations;
 - N. removal of SM606 signal;
 - O. removal of the existing SM611B signal;
 - P. removal of SM613B signal;
 - Q. removal of 606 intermediate trainstop;
 - R. removal of redundant track circuits;

- S. main signalling and communications cables, and where necessary tail cables, coming into 607BT location;
 - T. removal of 620 intermediate trainstop;
 - U. renewal of impacted tail cables due to track slews;
 - V. main signalling and communications cables, and where necessary tail cables, coming into 616AT location from Sydenham Equipment Centre and SM676A&B locations;
 - W. SM620B signal and associated equipment. Top green aspect to be replaced with a yellow aspect. The bottom green and low speed aspects removed;
 - X. main signalling and communications cables coming into SM624 A&B from Sydenham Equipment Centre location;
 - Y. main signalling cables between Sydenham Equipment Centre and SM645 Equipment Room at Tempe;
 - Z. SM678 A&B location cases;
 - AA. main signalling and communications cables, and where necessary tail cables, coming into SM676 A&B locations;
 - BB. signal SM678B with bottom green aspect removed;
 - CC. main signalling and communications cables, and where necessary tail cables, coming into SM687 location;
 - DD. main signalling and communications cables, and where necessary tail cables, coming into SM701A location;
 - EE. new equipment for 802 crossovers installed in SM155 location for future Sydney Metro operations; and
 - FF. electrolysis bonds on Down Illawarra main and Up Bankstown located at the City side of goods line.
- (iv) signal sighting and signage modifications in accordance with the signal plans.
 - (v) removal of “out of service” aerial feeder 608 and poles between pole 3b to 13, including associated works to stabilise existing feeder at pole 14;
 - (vi) relocation, adjustment and protection to existing Sydenham Station infrastructure, including:
 - A. reconstruction and resurface;
 - B. platform buildings;
 - C. drainage;
 - D. sewer;
 - E. seating and bins;

- F. canopies;
- G. lighting; and
- H. wayfinding signage and customer information.
- (vii) localised reconstruction, resurfacing and regrading on platform 3, 4, 5 and 6;
- (viii) relocation, adjustment and protection to existing Sydenham Station systems, including;
 - A. operation critical data network (OCDN);
 - B. station earthing system;
 - C. closed circuit television system (CCTV);
 - D. passenger information display system (PIDS);
 - E. telephone systems;
 - F. precise clocks;
 - G. public address systems (PA);
 - H. electronic security systems (ESS);
 - I. electronic access control systems (EACS);
 - J. electronic tickets systems (ETS);
 - K. audio frequency induction loop (AFIL);
 - L. Fire Life Safety (FLS);
 - M. local area network (LAN) including Kronos and office equipment;
 - N. radio systems, and
 - O. low voltage systems including UPS.
- (ix) replacement, adjustment and protection to existing overhead wiring and staged works, including;
 - A. Sydney Trains and Sydney Metro City & Southwest shared OHWS in accordance with Interface Contractors requirements;
 - B. OHW and OHWS in areas which accommodate Sydney Trains interim and final operations in accordance with Appendix D2.0 and Appendix E4.0; and
 - C. OHW and OHWS for the Sydney Metro City & Southwest final configuration in accordance with Appendix D2.0 and Appendix E4.0.
- (x) archival recording, demolition and removal of State Heritage listed building and Platform 6;

- (xi) replacement and relocation of all equipment and functionality of rooms within State Heritage listed buildings on Platform 1 and Platform 6 to the satisfaction of Sydney Trains;
- (xii) relocation, adjustment and protection to existing track drainage to meet Sydney Metro City & Southwest operational requirements and staged Sydney Trains track alignments;
- (xiii) removal of all infrastructure made redundant through the SSJ Contractor's Activities from the Sydney Metro City & Southwest corridor; and
- (xiv) return of all redundant Sydney Trains equipment and assets in accordance with Sydney Trains requirements.

2.3.2.2. Sydenham Junction Works

- (a) Sydenham Junction Works comprises permanent new infrastructure, and permanent adjustments, to the existing track and signal configuration at Sydenham Junction.
- (b) Design and execute the SSJ Contractor's Activities in accordance with the Appendix D2.0, Appendix E2.0 and Appendix B2.0 Attachment 1 Signalling Functional Specification (SFS).
- (c) The Sydenham Junction Works include:
 - (i) design, supply, installation, test and commission the computer based interlocking located at Sydenham equipment room to replace the existing signalling interlocking (route relay interlocking) , excluding the Meeks road triangle and the goods line;
 - (ii) design, supply, installation, test and commission of trackside architecture and associated equipment required to facilitate the interface with the new computer based interlocking and the field;
 - (iii) design of all new, upgraded and modified infrastructure and systems in accordance with the final and interim track design;
 - (iv) installation of new, upgraded and modified track and track formation in accordance with the interim track design, including;
 - A. new 735 A&B crossovers between the Up and Down Illawarra Locals;
 - B. new 736 A&B crossovers;
 - C. removal of existing 737 A&B&C points;
 - D. removal of existing 738 A&B points;
 - E. removal of existing 739 A&B crossovers;
 - F. removal of existing 740 A&B crossovers;
 - G. new 740 points between the Up Illawarra Local and Down Bankstown line;
 - H. temporary 741 A&B points;

- I. removal of existing 742A turnout and 742B catch points;
 - J. new 742A turnout between the Up Illawarra Local and the SMC;
 - K. new 742B catch points with throw off towards the Down Bankstown/Goods line;
 - L. new temporary 800 A&B crossovers on the slewed Bankstown line;
 - M. new temporary 801 turnout points on the Down Bankstown line;
 - N. superelevation adjustment as required; and
 - O. replacement and/or upgrading of existing Rail Track including fixings, sleepers, ballast and drainage to meet the technical requirements.
- (v) design, supply, install, test and commission of all the signalling circuits, location case alterations, new location cases (including location bases and retaining walls where necessary), signals (including signal bases and retaining walls where necessary), track circuits, trainstops, interlocking data and pneumatic air supply, including;
- A. removal of SM583I signal MLRI and blanking of the bottom shunt route indicator;
 - B. removal of top yellow aspect and shunt route indicator on SM585 signal;
 - C. convert existing SM597 automatic signal to a controlled signal fitted with right hand turnout repeater;
 - D. provision of new SM600IL signal and co-acting signal;
 - E. provision of new guard's indicators for platform 4 for up direction movements;
 - F. provision of new guard's indicators on platform 3 for the down direction movement;
 - G. remove control of SM609II signal and its associated equipment and transfer to SM611A location case. Remove the outer home sign on the signal;
 - H. provision of new SM609IL signal and associated equipment. This signal is currently being controlled from SM607 location case. Replace its existing 2-aspect top head with 3-aspect top head. Provide a new shunt aspect with shunt route indicator;
 - I. provision of new SM611IL signal and co-acting signal and associated equipment on the Up Illawarra Local for movements from platform 3;
 - J. remove the bottom shunt route indicator and the multi lamp route indicator on SM616IL signal;
 - K. modify the shunt route indicators for signal SM618 to display 3 and 4 instead of 1 and 2;
 - L. provision of right hand turnout repeater for SM626IL signal; and

- M. provision of MLRI and SRI on signal SM676G.
- (vi) provisions for and integrating of the ATRICS train control system for changes to Sydenham Junction. (The Principal will engage Sydney Trains resource for the modification of the ATRICS system which will include the providing a signal works testing qualified testing staff including lead systems tester), refer to Appendix E2.0;
- (vii) removal of the existing SMC staff level crossing;
- (viii) removal of all infrastructure made redundant through the SSJ Contractor's Activities from the Sydney Trains corridor;
- (ix) return of all redundant Sydney Trains equipment and assets in accordance with Sydney Trains requirements;
- (x) staging of the works to ensure continued operations of the Sydenham maintenance centre and the ARTC goods line;
- (xi) staging of the work to ensure continued operation of Sydney Trains network during the course of construction; and
- (xii) coordination with Interface Contractors.

2.3.2.3. Sydenham Bridge Works

- (a) The Sydenham Bridge Works comprise permanent new bridges, and permanent adjustment to existing bridges and underpasses that cross over and under the rail corridor, which are necessary to facilitate the construction of Sydney Metro Works.
- (b) The Sydenham Bridge Works include:
 - (i) adjustments to the existing Bedwin Road Overbridge (at Ch 4.320km) including:
 - A. new traffic barriers and protection screens, including steel balustrades;
 - B. new waterproofing to the bridge deck and associated resurfacing;
 - C. new concrete pedestrian footpath integrated with bridge deck on both sides of bridge;
 - D. mortar loss and crack repointing in the abutment, piers and jack arches;
 - E. water stain removal; and
 - F. cleaning and painting of the existing steel girders.
 - (ii) adjustments to the existing Gleeson Avenue Overbridge (at Ch 5.386km) including:
 - A. new traffic barriers and protection screens, including steel balustrades;
 - B. new waterproofing to bridge deck and associated resurfacing;
 - C. new concrete pedestrian footpath integrated with bridge deck;

- D. mortar loss and crack repointing in the abutment, piers and jack arches;
 - E. water stain removal; and
 - F. cleaning and painting of the existing steel girders.
- (iii) adjustments to the existing ARTC Overpass (at Ch 5.550km), including:
- A. mortar loss and crack repointing in the abutment, and
 - B. cleaning and painting of the existing steel members and connections.
- (iv) adjustments to the existing XPT Access Footbridge (at Ch 5.637km), including:
- A. demolition and removal of site.

2.3.3. Utility Service Works

- (a) The Utility Service Works comprise permanent new Utility Services, permanent relocation, and adjustments including protection to existing Utility Services, required for, or as a consequence of the Sydney Metro Works, Brownfield Works, Sydney Water Stormwater Drainage Works, Property Works and Local Area Works.
- (b) The Utility Service Works exclude works associated with Sydney Trains, ARTC and Sydney Metro City & Southwest assets and infrastructure.
- (c) The Utility Service Work includes works in relation to Sydney Water assets, but excludes the Sydney Water Stormwater Drainage Works as detailed in section 2.3.4.
- (d) Utility Services impacted by the Project Works, including:
 - (i) Ausgrid power cables, pits, substations, poles, and lights, including:
 - A. protection of HV cables, 2 x DN125 PVC conduits, located on Bedwin Rd bridge eastern footpath;
 - B. relocation of overhead power lines from Garden St along the access road to the Sydenham Pit and pump station;
 - C. relocation of HV cables from the substation on lower Railway Parade to the substation at 11 Sydenham Rd and on through Garden St including service connection to existing building;
 - D. decommissioning and removal of the existing padmount substation at 11 Sydenham Road; including supply, install, test and commissioning of new replacement substation, design by others;
 - E. relocation of HV cables from substation at 11 Sydenham Rd to UGOH pole lower Railway Parade including service connection to existing buildings;
 - F. relocation of substation adjacent to the Sydney Water Pumping Station building including high voltage cables under the Access Road to the pumping station;

- G. relocation of HV cables to crossing under the track works near Sydenham Road / Railway Parade;
 - H. relocation of overhead power lines at the corner of Sydenham Rd and Railway parade;
 - I. protection of 132kV cables passing under existing stormwater channel and existing railway tracks from Sydenham Road to Bolton Street;
 - J. protection of 33kV cables passing under existing railway tracks from Sydenham Road to Bolton Street;
 - K. relocation of HV cables (4no direct buried) under Garden St footpath to the intersection with access rd to Sydenham Pit and pumping station; and
 - L. relocation of fibre communication cable within platform 1.
- (ii) Transgrid power cables, including:
- A. protection of 330 kV cable longitudinal to railway line where it crosses the Rail Corridor at approximately Ch4.306, Ch4.660, Ch5.530 and south Sydenham Station on Burrows Avenue.
- (iii) Telstra cables, pits, including:
- A. relocation of P50 optic fibre cables adjacent to Garden St and Sydenham Pit;
 - B. decommission P50 communication cables within 11 Sydenham Rd; and
 - C. protection of conduits passing under existing railway tracks immediately east of ARTC Overpass west of Sydenham Station.
- (iv) Optus cables and pits including:
- A. relocation of optic fibre cables located along Sydenham Pit access road and adjacent to 11 Sydenham Rd.
- (v) Sydney Water (sewer/water) pipes, pits, structures, including:
- A. protection of DN250 DICL water main located on Bedwin Rd bridge eastern footpath;
 - B. protection of DN525 VC sewer main passing under existing railway tracks and under existing stormwater channel from Garden Street to Bolton Street;
 - C. relocation of DN100 CICL water main under Garden St adjacent to Sydenham Pit;
 - D. decommission of DN100 CICL water main along western boundary of access road to Sydenham Pit adjacent to 11 Sydenham Rd;
 - E. relocation of DN150 CICL water main along Sydenham Pit access road services pump station;

- F. protection of DN600 SCL water pipe through a DN1000 RC pipe passing under railway tracks and stormwater channel from Railway Parade to Burrows Avenue;
 - G. relocation of DN200 CICL water main under Sydenham Rd adjacent to northern Metro Station entrance;
 - H. relocation of DN225 VC sewer passing under tracks immediately east of ARTC Overpass; and
 - I. protection of DN375 CICL water main passing under tracks from Marrickville Rd to Railway Rd.
- (vi) Jemena conduits, pipes and pits, including:
- A. protection of high pressure (1050kPa) main located on Bedwin Rd bridge eastern footpath;
 - B. decommission 50mm Ny / medium pressure under access road to Sydenham Pit adjacent to 11 Sydenham Road; and
 - C. relocation of 110mm Ny / medium pressure under existing track from Sydenham Rd to Bolton St.
- (vii) Qenos conduit, pipes, including:
- A. protection of high pressure ethylene pipeline, 150mm steel main passing under tracks immediately west of ARTC Overpass.

2.3.4. Sydney Water Stormwater Drainage Works

- (a) Sydney Water Stormwater Drainage Works comprises new infrastructure, and adjustment, protection and relocation of Sydney Water infrastructure necessary to facilitate the construction of Sydney Metro City & Southwest through the Sydenham.
- (b) The Sydney Water Stormwater Drainage Works include:
- (i) construction of a new aqueduct across Sydenham Pit (detention basin) for the diversion of the stormwater channels to meet the works being constructed by the Interface Contractor on the north side of Sydenham Pit;
 - (ii) confluence structure, transitioning from and the culverts constructed by the Interface Contractor on the north side of the Sydenham Pit and the aqueduct;
 - (iii) new twin culverts between Sydenham Pit and the connection point south of Sydenham Road;
 - (iv) construction of a new pump station adjacent to Sydenham Pit;
 - (v) decommissioning of existing pump station adjacent to Sydenham Pit;
 - (vi) construction of a new access road and ramp into Sydenham Pit, suitable for heavy vehicles to access and cleaning of the detention basin;
 - (vii) strengthening to Sydenham Pit walls;
 - (viii) construction of a new cross corridor drainage connection from Bolton Street to Sydenham Pit;

- (ix) maintain, extend, and/or protect existing cross corridor stormwater connections and Sydenham Pit inlets, including:
 - A. DN600 MSCL Inlet at the eastern corner of Sydenham Pit;
 - B. DN838 Inlet passing under track at the south eastern boundary of Sydenham Pit;
 - C. DN1050 RC Inlet at the south eastern boundary of Sydenham Pit;
 - D. DN914 Inlet at the southern corner of Sydenham Pit; and
 - E. various diameter cross corridor stormwater mains passing under Rail Corridor at northern end of Sydenham Station platforms.
- (x) construction of downstream culvert modifications including dwarf walls;
- (xi) staged cutover of the existing culverts to the new culvert system; and
- (xii) demolition and removal of existing culvert system below the Sydney Metro City & Southwest up and down track.

2.3.5. Property Works

- (a) The Property Works comprise permanent adjustments to existing private properties, required for, or as a consequence of the Sydney Metro Works, the Brownfield Works and the Utility Services Works, including:
 - (i) the demolition and removal of 11 Sydenham Rd commercial premises including clearing the site.

2.3.6. Local Area Work

- (a) The Local Area Works comprise modification, reinstatement and improvement of public space, roads and pedestrian way, required for, or as a consequence of the Sydney Metro Works, the Brownfield Works, the Utility Services Works and the Sydney Water Stormwater Drainage Works and hand over to the Principal or the relevant authority in accordance with this Contract and the SWTC, including:
 - (i) works within the Public Domain;
 - (ii) adjustment and upgrades to streets, kerbs, traffic barriers, public roads, road pavement markings, street signage and footpaths beyond the Station Precincts including works resulting from Utility Service Works and the Sydenham Bridge Works;
 - (iii) landscape treatments to streets, plazas, public open space, riparian zones and other disturbed areas;
 - (iv) modifications to street parking and off street car parking facilities;
 - (v) new and/or relocated accessible parking spaces at the Metro Station;
 - (vi) street and pedestrian lighting;
 - (vii) pedestrian pavements, shelters, plazas, ramps, stairs and road crossings; and

- (viii) modified and new traffic signals and or signalised pedestrian crossings.

2.4. Temporary Works

- (a) The Temporary Works include all staged works and installations necessary to maintain the Existing Operator networks throughout the construction period.
- (b) The Temporary Works include providing:
 - (i) temporary arrangements to divert and control pedestrians, public transport users, cyclists, public transport and traffic and to provide public access, amenity, security and safety during all stages of design and construction of the Project Works, including:
 - A. pedestrian access adjacent to or through the Site and Extra Land to maintain current access routes;
 - B. temporary access stairs, walkways and platforms;
 - C. safely access all property, including publicly accessible space affected by the SSJ Contractor's Activities;
 - D. road works and associated drainage;
 - E. pavement markings;
 - F. Signage;
 - G. traffic signals and traffic signal modifications;
 - H. lighting; and
 - I. fencing, safety barriers and furniture.
 - (ii) temporary construction hoardings, fencing, noise walls, access gates and barriers; and around the Site;
 - (iii) environmental and sustainability safeguards and measures necessary to mitigate environmental effects which may arise during the design and construction of the Project Works;
 - (iv) cleaning, maintenance, repair, replacement and reinstatement of all areas occupied by the SSJ Contractor during design and construction of the Project Works;
 - (v) temporary infrastructure required to undertake the staging of the Project Works;
 - (vi) formwork, falsework and scaffolding installed or erected to undertake design and construction of the Project Works;
 - (vii) temporary Utility Services diversions and temporary protection of Utility Services affected or impacted by, or at reasonable risk of being affected or impacted by the SSJ Contractor's Activities;

- (viii) temporary combined services routes including all associated cabling and infrastructure to maintain Sydney Trains operations as deemed necessary for staged delivery;
- (ix) temporary station communication systems including all associated cabling and infrastructure to maintain Sydney Trains operations as deemed necessary for staged delivery;
- (x) temporary signalling including all associated cabling and infrastructure to maintain Sydney Trains operations as deemed necessary for staged delivery;
- (xi) temporary electrical systems including all associated cabling and infrastructure to maintain Sydney Trains operations as deemed necessary for staged delivery;
- (xiii) provision of interim primary power supply provided from an electrical distribution Authority or a local distribution network service provider for testing and commissioning of Metro Station Work, including:
 - A. assessing, investigating, understanding and obtaining information from the relevant Authorities and Interface Contractors to confirm the networks has sufficient capacity, including any electrical data logging to determine the existing load capacity;
 - B. completing all necessary applications to electrical distribution Authority or a local distribution network service provider for connection to and supply from the their networks;
 - C. obtaining approval from electrical distribution Authority or a local distribution network service provider for connection to and supply from the their networks;
 - D. supplying and installing all new equipment, containment and cables, including power poles, isolating switches, pole and/or ground mounted distribution or isolation transformers, padmount transformers, distribution supply main switchboard and cables whether aerial or underground; and
 - E. connection and commissioning of the interim power supply system.
- (xii) interim power supply and associated equipment must be adequate for the SSJ Contractor to undertake all testing and commissioning activities only.
- (xiii) temporary groundwater and stormwater collection, treatment and discharge systems and measures required to achieve discharge water quality required by all relevant Authorities and Approvals;
- (xiv) site establishment, including:
 - A. all amenities for the SSJ Contractor, SSJ Contractor's employees, Subcontractors and providing all site office facilities for the Principal and connection of all required Services including water, power, sewer, telephone;

- B. suitable Site security measures;
 - C. general Site safety signage and temporary wayfinding signage as a result of the SSJ Contractor's Activities;
 - D. areas for storage of materials and plant and assembly of equipment;
 - E. stockpile areas;
 - F. areas for storage of rubbish and site debris; and
 - G. lockable purpose-designed storage cages for flammable items with appropriate safety signage.
- (xv) Site access during construction including:
- A. temporary sealed roads for vehicular access;
 - B. erection of temporary signage; and
 - C. emergency vehicle access.
- (xvi) bus layover facility on 117 Railway Road, Sydenham for weekend rail possession and rail shutdown periods including:
- A. access driveway on Railway Road;
 - B. egress driveway on Burrows Avenue;
 - C. pavement area within trafficable areas of the site;
 - D. landscaping in non-trafficable areas of the site;
 - E. drivers room; and
 - F. security fencing and gates.
- (xvii) maintaining all Temporary Works for the duration of the SSJ Contractor's Activities in accordance with Codes and Standards and in a manner suitable to maintain all required safety and public amenity standards;
- (xviii) removing all Temporary Works and reinstatement of all Temporary Works areas; and
- (xix) all other temporary works and measures required for the construction of the Project Works.

2.5. Works by the Principal

- (a) The Works by the Principal include works and installation necessary to facilitate the new ticket Gatelines and electronic ticketing equipment.
- (b) The Works by the Principal include:
 - (i) Supply and installation of all electronic ticketing equipment and head end equipment, including:
 - A. Gateline;

- B. gate access controller;
 - C. electronic ticketing equipment computer;
 - D. station controller;
 - E. ticket machines /TOTEMS;
 - F. emergency open control in gate; and
 - G. emergency gate open panel (supply only).
- (ii) make all communications connections at the ticket gates and the ticketing equipment.
 - (iii) supply and install data communications cabling to all ETS Equipment to connect to the local area network switches, interfacing to the Sydney Metro data communications network and/or Sydney Trains data communications network.
 - (iv) commission and integrate the new ticket gate or ticketing equipment into the local station network.
 - (v) relocate existing ETS equipment and headend equipment affected by the SSJ Contractor's Activities.

3. General Requirements

3.1. General

- (a) The SSJ Contractor must ensure that all investigation, design and construction activities carried out by the SSJ Contractor are entirely integrated and compatible and that together they mutually satisfy all the requirements of the Contract, including this SWTC.
- (b) The required performance of the Project Works and the Temporary Works must be taken into account and addressed during all stages of the SSJ Contractor's Activities.
- (c) Safety must be taken into account in all aspects of the Project Works, the Temporary Works and the SSJ Contractor's Activities. The SSJ Contractor must address the following in the development and production of the Design Documentation:
 - (i) safety during construction;
 - (ii) safety during testing and commissioning;
 - (iii) safety during operation;
 - (iv) safety during maintenance; and
 - (v) safety during decommissioning.
- (d) Continuing operability and maintainability of the station interchange must be taken into account in all aspects of the Project Works, the Temporary Works and the SSJ Contractor's Activities. The SSJ Contractor must address the following in the development and production of the Design Documentation:
 - (i) operations and maintenance during construction; and
 - (ii) operations and maintenance during decommissioning.
- (e) Environmental and sustainability management must be taken into account in all aspects of the Project Works, the Temporary Works and the SSJ Contractor's Activities. The SSJ Contractor must address the following in the development and production of the Design Documentation:
 - (i) environmental and sustainability management during construction;
 - (ii) environmental and sustainability management during testing and commissioning;
 - (iii) environmental and sustainability management during operation;
 - (iv) environmental and sustainability management during maintenance; and
 - (v) environmental and sustainability management during decommissioning.

- (f) The Project Works and the Temporary Works must be designed and constructed to deliver the performance requirements of the Contract, including this SWTC.

3.2. Effect of the Project Works, the Temporary Works and the SSJ Contractor's Activities

- (a) Subject to section 3.2(b) and except for infrastructure which is to be demolished, the SSJ Contractor must ensure the Project Works, the Temporary Works and the SSJ Contractor's Activities do not damage or have any adverse impact on the condition or performance of any infrastructure on, in, or adjacent to or in the vicinity of the Site (including structures, roads, railways, retaining walls, bridges, Utility Services and buildings) or any existing properties adjacent to or in the vicinity of the Site including any adverse impact on:
 - (i) amenity;
 - (i) aesthetics;
 - (ii) durability;
 - (iii) structural integrity;
 - (iv) function;
 - (v) user benefits;
 - (vi) health and safety during construction, operation and maintenance;
 - (vii) environmental performance; and
 - (viii) access to such infrastructure or existing properties.
- (b) The SSJ Contractor may be relieved of the requirements of section 3.2 ((a) to the extent that it satisfies the requirements of any infrastructure owner, Utility Services owner, property owner or occupier, having regard to relevant standards and practices and the nature of the damage or adverse impact.
- (c) The SSJ Contractor must undertake a detailed engineering analysis (including numerical modelling), in accordance with its accredited AEO engineering management system, to predict the effects (the "Predicted Effects") of the Project Works, the Temporary Works and the SSJ Contractor's Activities on existing ground conditions and infrastructure (including structures, roads, railways, retaining walls, bridges, Utility Services and buildings). The analysis must also ensure that the predicted movements, vibration and stray current effects will satisfy the requirements of section 3.2 (a) or section 3.2 (b). This analysis must be documented in a report and submitted with the Design Documentation.
- (d) The SSJ Contractor's detailed engineering analysis must include consideration of the influence of:
 - (i) excavation and earthworks construction;
 - (ii) piling;
 - (iii) under line crossing, under bores and or jacking;

- (iv) cranes and other mobile plant;
 - (v) temporary works and fixed plant;
 - (vi) geological variations;
 - (vii) the impact on groundwater;
 - (viii) the effects over time;
 - (ix) stray currents;
 - (x) flooding;
 - (xi) vibration from construction and compaction equipment; and
 - (xii) wheel / rail noise and vibration.
- (e) The SSJ Contractor must also determine the extent to which the existing ground conditions and infrastructure may be acceptably affected (the “Acceptable Effects”, consistent with satisfying the requirements in subsection 3.2(a) above.
- (f) Throughout the period when the SSJ Contractor is undertaking the SSJ Contractor's Activities, the SSJ Contractor must monitor continuously over time the actual effects of the Project Works, the Temporary Works and the SSJ Contractor's Activities on the ground conditions and infrastructure and compare the actual effects to both the Predicted Effects and the Acceptable Effects.
- (g) Monitoring of the actual effects of the Project Works, the Temporary Works and the SSJ Contractor's Activities on existing ground and infrastructure must be undertaken by accredited and experienced surveyors, geologists, geotechnical engineers, structural engineers, noise and vibration specialists and environmental specialists.
- (h) In the event that the actual effects of the Project Works, the Temporary Works and the SSJ Contractor's Activities on the existing ground conditions and infrastructure exceed the Predicted Effects or significantly vary over time, the SSJ Contractor must review and, if necessary, re-evaluate the Predicted Effects and make any adjustment subsequently necessary to any aspects of the manner in which the SSJ Contractor's Activities are undertaken to ensure that the Acceptable Effects are not exceeded and to ensure full compliance with section 3.2(a) above.
- (i) Notwithstanding the Predicted Effects on infrastructure contemplated in section 3.2(c) above, the SSJ Contractor must repair and reinstate infrastructure at the earliest opportunity so that the SSJ Contractor satisfies the requirements in section 3.2(a) above for each item of infrastructure.
- (j) The SSJ Contractor must promptly and progressively provide the Principal's Representative with:
- (i) analysis and determinations, including any revisions, and re-evaluations of the Predicted Effects and the Acceptable Effects;
 - (ii) results of monitoring the actual effects of the Project Works, the Temporary Works and the SSJ Contractor's Activities on the existing ground

conditions and infrastructure over time, in a form which is directly comparable to the Acceptable Effects and Predicted Effects;

- (iii) details of any adjustments to the manner in which the SSJ Contractor's Activities are carried out which are necessary as a consequence of any re-evaluation of Predicted Effects; and
 - (iv) details of designs and materials for the repair and reinstatement infrastructure required by section 3.2(i) above.
- (k) The SSJ Contractor must submit, prior to the Date of Construction Completion for the Project Works, a final updated report detailing the Predicted Effects, Acceptable Effects and actual effects of the Project Works, the Temporary Works and the SSJ Contractor's Activities on the existing ground conditions and infrastructure.

3.3. Site Investigation

- (a) The SSJ Contractor must undertake all site investigations required for the performance of the SSJ Contractor's Activities.
- (b) Geotechnical site investigation work must be undertaken in accordance with AS1726 Geotechnical Site Investigations. The SSJ Contractor must maintain records of all tests, site investigation and geotechnical reports (including position and level of test and investigation locations).
- (c) Site investigation work associated with Contamination must be undertaken in accordance with Environment Protection Authority - Contaminated Sites: Sampling Design Guidelines.
- (d) Site investigations, in conjunction with the design process, must identify all ground conditions and infrastructure conditions (including the condition of roads, access driveways, bus stops and associated bus service infrastructure, taxi and kiss and ride areas, parks and other publicly accessible areas, footpaths and cycle ways, Utility Services, railways, buildings and other structures) which may be affected by the Project Works, the Temporary Works or the SSJ Contractor's Activities.
- (e) Where ground conditions or infrastructure are expected to be affected by the Project Works, the Temporary Works or the SSJ Contractor's Activities, the SSJ Contractor must diligently monitor the actual effects in accordance with the requirements of section 3.2 and section 3.3.
- (f) All site investigations must be included in the Design Documentation in the following electronic formats:
 - (i) pdf; and
 - (ii) ASCII data file in Association of Geotechnical and Geo-environmental Specialists (AGS) format.
- (g) In addition to the requirements in section 3.3(e) above, all insitu test results, including cone penetration, stress, packer permeability and pressure meter test results, groundwater monitoring and laboratory test results related to site investigations must be provided in electronic format (either .xls or .xlsx). All

Contamination laboratory test results must be provided in ESdat electronic lab data format.

- (h) All samples and cores from site investigations must be appropriately stored until completion of the final Defect Correction Period.
- (i) Site investigations, in conjunction with the design process, must identify all existing Sydney Trains rail and station system and infrastructure which may be affected by the Project Works, the Temporary Works or the SSJ Contractor's Activities.
- (j) Where Existing Operator system or infrastructure are expected to be affected by the Project Works, the Temporary Works or the SSJ Contractor's Activities, the SSJ Contractor in-consultation with Existing Operator must develop an impact assessment report, identifying each system or asset affected and a proposed treatment acceptable to Existing Operator.
- (l) The SSJ Contractor must provide the Principal's Representative with two copies of all site investigation and impact assessment reports, including progressive copies of such documents as each is developed, promptly, and in any event within 5 Business Days of the SSJ Contractor receiving such reports.

3.4. Survey

- (a) The SSJ Contractor must assess the adequacy of any survey information provided to it and if necessary engage the services of a surveyor with NSW suburban Rail Corridor experience for the undertaking and completion of all surveys, field work and setting out which will form part of the Design Documentation or the delivery of the SSJ Contractor's Activities.
- (b) The SSJ Contractor must provide a survey to the Principal prior to the commencement of any detailed design activities, which:
 - (i) utilises the MGA (Map Grid of Australia) survey coordination system;
 - (ii) identify and accurately locate:
 - A. all property boundaries, including encroachments and the location of the Site in relation to the property boundaries;
 - B. all Authority and private Services;
 - C. the position of all built infrastructure and natural features;
 - D. the position and level of all Tracks prior to the commencement of any design or construction activities involving or that may affect or impact on any Tracks and highlight any differences between these positions and levels and the current Sydney Trains and ARTC track design positions and levels;
 - E. the position and level of all catenaries and contact wires prior to the commencement of any design or construction activities involving or that may affect or impact on any catenaries or contact wires;
 - F. the position and type of all OHWS and foundations; and

- G. the existing position and level of all platform / coping edges prior to the commencement of any design or construction activities involving or that may affect or impact on any platform / coping edges.
 - (iii) details all set out and surveying tasks required for the SSJ Contractor's Activities; and
 - (iv) shows a new track maintenance alignment for all new affected track.
- (c) During construction of the Project Works and Temporary Works, the SSJ Contractor must:
- (i) establish new permanent survey marks ("PSMs"), through the site in accordance with requirements of the Surveying Regulation 2006 (NSW) & ASA standards;
 - (ii) monitor platform / coping edge positions and levels during the period of the SSJ Contractor's Activities; and
 - (iii) monitor track and embankment position and level in accordance with RailCorp specifications SPC 207 – Track Monitoring Requirements for Undertrack Excavation.
- (d) The SSJ Contractor must, as part of the Work as Executed Drawings, provide survey drawings showing all property boundaries and the positions and levels of all infrastructure on the Site including Utility Services, Tracks, OHWS and OHW and all platform / coping edge positions and levels.
- (e) All survey and design levels must refer to Australian Height Datum ("AHD"). All survey plan coordinates must refer to the MGA -94 Zone 56 coordinates, based on the Geocentric Datum of Australia ("GDA").

3.5. Commissioning and Testing

- (a) The SSJ Contractor must undertake comprehensive testing and commissioning of the Project Works and the Temporary Works to ensure that the Project Works and Temporary Works comply with the requirements of the Contract.
- (b) The testing and commissioning must be carried out progressively to ensure that Construction Completion is achieved by the Date for Construction Completion of each Portion.

3.6. Rail Corridor Services

3.6.1. General

- (a) The SSJ Contractor's Activities include the design, construction and commissioning of services in the rail corridor owned by RailCorp ("Rail Corridor Services").
- (b) In relation to Rail Corridor Services, the SSJ Contractor must:
 - (i) assess the extent of all existing Rail Corridor Services and any need to modify or upgrade an existing Rail Corridor Services as part of the SSJ Contractor's Activities, Project Works and Temporary Works;

- (ii) appoint and use specialist locators to identify the accurate location of existing Services using non-destructive digging, including as may be required, documenting the position of the Services and consulting with the relevant Authority to obtain conditions of approval for any alteration of a Service;
- (iii) protect all existing Rail Corridor Services and keep them in operation during the SSJ Contractor's Activities, including as may be required, providing all necessary Temporary Works, including temporary services;
- (iv) notify the commencement of all work and obtain as may be required, attendance of the relevant Authority to witness and/or undertake work, such as any required testing or commissioning, and any required approval or certification of the completed work;
- (v) provide any new or upgraded under line crossings (ULX) to permit new or upgraded Services to cross the rail corridor;
- (vi) remove all Rail Corridor Services made redundant through the SSJ Contractor's Activities; and
- (vii) provide any other RailCorp and Sydney Trains Services requirements in this SWTC and Appendix D.

3.6.2. Rail Corridor Services Survey

- (a) The SSJ Contractor must undertake all necessary survey of Rail Corridor Services required for the SSJ Contractor's Activities. The survey must be undertaken to either Internal Services Search (ISS) or Detailed Service Survey (DSS) format in accordance with ASA standards.
- (b) The SSJ Contractor must undertake all necessary additional investigations using non-destructive investigation means to identify and mark the locations and depths of all services shown on the Rail Corridor Services search data prior to any works being carried out in any area within or adjacent to Rail Corridor Services or the Rail Corridor.
- (c) The SSJ Contractor is to be the primary controller of the Rail Corridor Services search data and must engage the services of a registered surveyor from the Sydney Trains Surveyor Panel who has undertaken Sydney Trains Detailed Site Survey Training to undertake all survey activities.
- (d) The SSJ Contractor's surveyor must:
 - (i) progressively update the Rail Corridor Services search data in accordance with RailCorp or Sydney Trains requirements to show installed / amended / removed Services;
 - (ii) issue Rail Corridor Services search data field drawings to secondary controllers as and when required; and
 - (iii) prepare a final "as built" DSS showing the final position and levels of all buried or hidden Rail Corridor Services in accordance with ASA DSS requirements.

3.7. Utility Services

3.7.1. General

- (a) The SSJ Contractor's Activities include the design, construction and commissioning of Utility Services owned by Authorities other than RailCorp. For these Utility Services the SSJ Contractor must:
- (i) liaise with the relevant Authority;
 - (ii) assess the extent of all existing Utility Services and any need to modify or upgrade an existing Utility Service as part of the SSJ Contractor's Activities;
 - (iii) establish regular interface meeting with the Authorities, record meeting and distribute within 3 days and invite the Principal to attend interface meetings;
 - (iv) appoint and use specialist locators to identify the accurate location of existing Utility Services using non-destructive digging, including as may be required, documenting the position of the Utility Services and consulting with the relevant Authority to obtain conditions of approval for any alteration of a Utility Service;
 - (v) produce construction methodologies in conjunction with Authorities for works in vicinity of Utility Services;
 - (vi) protect all existing Utility Services, relocate them as may be required and keep them in operation during the SSJ Contractor's Activities, including as may be required, providing all necessary Temporary Works including temporary services;
 - (vii) complete the design, prepare and make all submissions, pay all fees, gain all approvals from the relevant Authorities and construct or modify all new, upgraded or existing Utility Services as required to enable the SSJ Contractor's Activities to be undertaken and completed in accordance with the requirements of the Contract;
 - (viii) notify the commencement of all work and obtain as may be required, attendance of the relevant Authority to witness and/or undertake work, such as any required testing or commissioning, and any required approval or certification of the completed work; and
 - (ix) provide all equipment, cabling, isolations, ground works (including reinstatement), containment, civil works.

3.7.2. Redundant Utility Services

- (a) Utility Services made redundant through the SSJ Contractor's Activities must be, unless stated otherwise in this SWTC:
- (i) removed above ground Utility Services and containment, including those within ceiling spaces; and
 - (ii) removed or cap all redundant underground hydraulic Utility Services in accordance with Codes and Standards.

- (b) Remove all equipment, foundations, pits, slabs, cables and containment associated with Utility Services made redundant through the SSJ Contractors Activities.
- (c) Disconnect and remove all lighting and power systems including cables, containment, light fittings and switches made redundant through the SSJ Contractors Activities.
- (d) If any redundant Utility Service is located that is not required to be modified or replaced as part of the SSJ Contractor's Activities, the redundant Utility Service and containment may be left in place provided that:
 - (i) the Utility Service does not affect the Project Works or any other works to be carried out by Interface Contractors;
 - (ii) the SSJ Contractor meets the requirements of all relevant Codes and Standards; and
 - (iii) the SSJ Contractor updates Sydney Trains Detailed Services Survey (DSS) and other relevant Utility Services surveys.

3.8. Road Safety Audits

- (a) The SSJ Contractor must carry out road safety audits on all aspects of the SSJ Contractors Activities which affect public roadways prior to any works commencing and prior to opening of any road or road related areas.
- (b) Road safety audits must be carried out in accordance with the "NSW Centre for Road Safety's Guidelines for Road Safety Audit Practices, July 2011" and "Austroads Guide to Road Safety Part 1: Overview & Part 6: Road Safety Audits".
- (c) Road Safety Audits must be carried out, as a minimum, at the following stages of the Project:
 - (i) at or near completion of the detailed design stage noting that the findings of this road safety audit must be incorporated into the Design Stage 3 submission; and
 - (ii) after completion of construction and prior to opening and operation of any road or road related areas.
- (d) Additional road safety audits may be required depending on the size and complexity of the road or road related areas as it relates to road safety risk.
- (e) Additional road safety audits may be required for Temporary Works and staged works.
- (f) Road safety audits must be carried out by a team consisting of a lead auditor (Level 3) and at least one other member who is experienced in traffic engineering. The lead auditor must be accredited / recognised by the NSW Centre for Road Safety.
- (g) Road safety audits should be undertaken by a team which is independent to the SSJ Contractor's design team. The road safety audit team may be from the same organisation as the design team except when:
 - (i) the affected public roadway is a State Road; or
 - (ii) there is a requirement to enter into a works activity deed (WAD) with RMS.

4. Technical Requirements

4.1. General

- (a) The SSJ Contractor must provide the entire design necessary for the construction, testing and commissioning, operation and maintenance of the Project Works and Temporary Works.
- (b) The design must be developed using a fully integrated approach, recognising the different functional requirements, statutory requirements, authority requirements, Planning Approvals and community and stakeholder expectations.
- (c) The SSJ Contractor must meet the following key design principles:
 - (i) the Principal places the customer first and applies Customer Centred Design (CCD). Stations are to be welcoming and intuitive with simple, uncluttered spaces that ensure a comfortable, enjoyable and safe experience for a diverse range of customers;
 - (i) Sydney Metro City & Southwest is a transit-oriented project that prioritises clear and legible and accessible connections with other public and active transport modes within the wider metropolitan travel network that intersect with this new spine;
 - (ii) Sydney Metro City & Southwest is a landmark opportunity to regenerate and invigorate the Sydenham station and associated development that engage with the precincts, raise the urban quality and enhance the overall experience of the area;
 - (iii) Sydney Metro City & Southwest identity is stronger for the unique conditions of centres and communities through which it passes. This local character is to be embraced through distinctive station architecture and public domain that is well integrated with the inherited urban fabric of existing places; and
 - (iv) Sydney Metro City & Southwest is a positive legacy for future generations. A high standard of design across the corridor, stations and station precincts, that sets a new benchmark, is vital to ensuring the longevity of the Sydney Metro City & Southwest system, its enduring contribution to civic life and ability to adapt to a changing city over time.
- (d) The SSJ Contractor must deliver a design that:
 - (i) achieves easy customer experiences informed through the customer-centric design process;
 - (ii) satisfies the Sydney Metro City & Southwest design objectives; and
 - (iii) achieves compliance with the TfNSW Modal Hierarchy.

4.2. Minimum Codes and Standards

- (a) The Project Works, the Temporary Works and the SSJ Contractor's Activities must conform to and meet the requirements of all relevant Australian codes and standards (including the publications of Standards Australia (AS, AS/NZS), Austroads, Engineers Australia, ABCB, ISCA, Transport for NSW, other NSW Government agencies' etc), and the international codes and standards identified in the Contract.
- (b) If there are:
- (i) no relevant Australian codes and standards; or
 - (ii) no international standards identified in the Contract,
- for an element of the Project Works, the Temporary Works or the SSJ Contractor's Activities, the SSJ Contractor must use international codes and standards that reflect world's best practice.
- (c) Codes and standards include as a minimum:
- (i) in relation to the Sydney Metro Works, those identified in Appendix A2.0;
 - (ii) in relation to the Brownfield Works, the network standards for NSW transport assets which are set and managed by ASA ("ASA Standards");
 - (iii) in relation to Utility Services Works, the standards which are set and managed by Utility Services owners, including any codes and standards identified in relevant Third Party Agreements; and
 - (iv) in relation to Local Area Works, the standards which are set and managed by the Authorities who will assume responsibility for those works upon their completion, including any codes and standards identified in relevant Third Party Agreements.
- (d) Except where compliance with a particular code or standard is specified in the Contract, the hierarchy of the codes and standards will be as follows:
- (i) Acts and secondary legislation;
 - (ii) Transport for NSW and other NSW Government agencies' documents and standards (RMS, NSW EPA, Sydney Buses, etc.);
 - (iii) other Australian codes and standards (Standards Australia (AS, AS/NZS), Austroads, Engineers Australia, ABCB, ISCA, etc.);
 - (iv) international Standards (ISO, IEC, IEEE, CENELEC, ITU, etc.);
 - (v) European Norms (EN, TSI); and
 - (vi) other relevant international standards, which must be reviewed by the Principal's Representative and approved by the Independent Certifier prior to use.
- (e) Wherever two or more codes or standards apply to the same issue, or conflicts arise between codes or standards, the more stringent must apply to the extent section 4.2(d) does not apply to or resolve the conflict.

4.3. Design Life

- (a) The Project Works must be designed to ensure minimal replacement and repair of components.
- (b) In this SWTC “Design Life” means the period for which an Asset or a component of the Asset must be designed to meet the requirements of the Contract (including this SWTC) and perform its intended function, without replacement, unscheduled refurbishment unscheduled maintenance or unscheduled work that requires the operation of Sydenham Station, Sydney Metro City & Southwest operations, or Sydney Trains operations to be disrupted.
- (c) The SSJ Contractor must ensure that the various Assets and their components achieved, as a minimum, the Design Life specified in Table 4-3.

Table 4-3 Design Life

Asset or component of the Sydney Metro Works	Design Life (years)
Structural	
All retaining structures above 2m	120
All structural elements (excluding retaining structures above 2m height) rock bolts, rock anchors, sprayed concrete to external retained structures, culverts, platforms, pre cast and cast in place concrete, track slab, overhead wiring structures, deflection walls, substructure including piling, building transfer systems, buildings, load bearing masonry, steel and other structural load bearing elements.	100
Concrete infill elements (i.e. between permanent linings and existing/new rock faces or surfaces)	100
Inaccessible drainage structures and inaccessible pipe systems	100
Accessible drainage elements	50
Waterproofing systems, including waterproofing membranes	100
Noise barriers, noise attenuation devices and acoustic panels and support systems	50
Non-load bearing building masonry elements	50
Service Buildings	50
Elastomeric bridge bearings	50
Canopies that cross over tracks	100

Asset or component of the Sydney Metro Works	Design Life (years)
Sign support structures and other roadside furniture	50
Canopies on platforms	50
Canopy footings	100
OHW structure footings	100
Track transition slab (approach slab)	100
Civil	
Embankments and cuttings	100
Flood scour protection	50
Road pavements - concrete	50
Flexible (asphalt) road pavements, car park surfaces, external paving, footpaths and hard landscaping features	20
External pedestrian paving (including substrate and paving finish)	30
Non-load bearing building masonry elements ¹	50
Railway side barriers and other railway side furniture and fixtures	40
Track	
Permanent way track including supports, fixings and fastening systems, turnouts, crossing diamonds, arrestor systems, noise and vibration isolation components	30
OHW	
Overhead wiring (excluding support structures)	30
Signalling	
Signalling and train control systems, wayside equipment	20

Asset or component of the Sydney Metro Works	Design Life (years)
Communications	
Public telecommunication operator's communication systems and radio systems	20
Passenger information systems, public address , help points	15
Access control and security systems including CCTV	15
Rail telecommunications systems – fibre and copper back bones	30
All other rail telecommunications systems	15
Cabling, conduits and support systems	30
General Fire, Mechanical and Electrical Control Systems	
Permanent and inaccessible elements of fire protection, mechanical and electrical control systems.	50
Electrical	
Electrical supply and traction power supply systems, transformer, main distribution boards, switches and control systems	30
High voltage switchboards, transformers and electrical systems	30
Low voltage switchboards, lighting fixtures and electrical systems	30
Earthing, bonding and electrolysis protection systems (inaccessible)	100
Earthing, bonding and electrolysis protection systems (accessible)	30
Mechanical	
Mechanical ventilation systems	30
Fixed elements of water treatment plant and systems	30
Drainage pump systems and associated electrical equipment	30
All other pump systems and associated electrical equipment	30
Pumps, tanks and valves, pump control systems and accessible pipe systems	20

Asset or component of the Sydney Metro Works	Design Life (years)
Lifts, escalators and vertical transportation	30
Fire Systems	
Fire systems (fixed) – suppression, hydrant and hose reel systems (fixed parts)	30
Fire systems (non-fixed) – automatic detection and hoses	20
Buildings fixtures, finishes and fit out	
External building roof finishes, glazing and external cladding	30
Platform screen doors – glazing, frames, fixtures and fittings	30
Internal non-structural elements – fit out, building finishes and fixtures	20
External furniture, fittings, fences, screens and security/fire gates or doors	20
Artwork, signage and wayfinding foundation structures and any permanent primary support connections	50
Artwork, signage and wayfinding primary support systems (excluding foundation systems or panel faces/fascia panels)	30
Artwork, signage and wayfinding panel faces and fascia panels (internal and external)	20
Ticketing system - structures, gantries, and other equipment structures not supplied by Principal	30
Building Services	
General lighting, electrical, ventilation, fire and other fire life safety services	25
Building services – main switchboards, central systems and plant and reticulation	30
Access control and security systems including CCTV	15
Multi-User-Screens (MUS), UPS batteries, HV/LV switch/control batteries, battery chargers, IT equipment and white goods	5

(d) In relation of the Design Life specified in Table 4-3:

- (i) The minimum Design Life of all any asset not listed above must be typical industry values for similar assets used in the railway environment of a high standard and quality;
- (ii) The design of concrete structures with a Design Life greater than 50 years be in accordance with durability requirements of AS5100.5:2017. For structures with a Design Life of 50 years or less the durability requirements of AS3600 may be adopted;
- (iii) For concrete structures, the onset of corrosion of the steel reinforcing and prestressing tendons must not have commenced within the specified Design Life;
- (iv) For steel structures, the design must allow for additional steel thickness for sacrifice due to corrosion assuming that no further protective coating is provided within the specified Design Life;
- (v) The design for civil and structural elements must allow for only infrequent, minor and non-disruptive maintenance activities during the Design Life of the element;
- (vi) The protection system for any metallic item must not use active corrosion protection (such as cathodic protection) to achieve the required Design Life; and
- (vii) The Design Life must take into account the environment in which the asset is contained.

4.4. Maintainability Design

- (a) The Project Works must be designed to meet the following maintainability requirements:
 - (i) provide space for the ease, efficiency and safe access to equipment for maintenance. In particular, assets must be designed to allow inspection and maintenance to be undertaken remotely away from the operational railway. Where this is not possible, particular attention should be given in design to the installation of remote condition monitoring equipment;
 - (ii) adopt a whole-of-life approach in the design to minimise the asset operation, maintenance, replacement, and refurbishment costs;
 - (iii) enable maintenance to be carried out with minimum disruption to passengers and normal station operations;
 - (iv) minimise both complexity and time requirements for maintenance;
 - (v) adopt a line-wide design approach through applying standard modules, common design and common materials as far as practicable;
 - (vi) provide systems, facilities, buildings, structures and finishes that are accessible, durable, and safe to maintain. Hazardous conditions during maintenance must be reduced to SFAIRP;

- (vii) clearly specify and tabulate cleaning and maintenance access provisions for the building and services elements;
- (viii) ensure that access to and maintenance of equipment should take ergonomic factors into consideration, should require minimum effort and should not impose undue strain on maintenance personnel;
- (ix) minimise the need for specialist skills and competences for maintenance personnel through good design;
- (x) allow safe access and sufficient space around equipment for maintenance, inspection and replacement;
- (xi) provide maintenance access to high levels and deep pits through fixed facilities such as stairs, cat-ladders or transfer platforms SFAIRP;
- (xii) minimise the size of the maintenance crew required to perform any particular maintenance task;
- (xiii) allow adequate space for manoeuvring and operating specific mobile equipment to carry out maintenance activities if mobile maintenance equipment is needed for high level/deep pit access;
- (xiv) ensure all voids are accessible and provided with suitable ventilation;
- (xv) provide safe access to the track walls, Platform Screen Doors and platform edge barriers and the areas above the tracks requiring a power outage (which may be provided by 'hi-rail' vehicle or a mobile scaffold erected on the track bed);
- (xvi) locate electrical, communications and fire services routes in services bulkheads above station platforms and at ceiling level where access is provided via accessible ceiling panels;
- (xvii) provide access for inspection and maintenance of the drainage systems (Drainage systems for the Operator must be independent from the Existing Operators and other developments);
- (xviii) ensure all access covers are easy to handle by maintenance staff in the most expeditious way without using special tools/equipment. (The weight of the cover must be taken into consideration in design);
- (xix) provide fixed emergency, maintenance and operational access to the station from the track and to the track from the station;
- (xx) provide adequate maintenance routes for delivery and future replacement of all plant and equipment;
- (xxi) strategically apply condition monitoring and condition-based maintenance improve system performance and maintenance cost effectiveness. The components and the condition parameters to be monitored should be defined. The condition monitoring equipment should provide effective monitoring and diagnosis functions that enable a clear evaluation of the actual condition of the component;

- (xxii) locate equipment rooms of service critical systems such as signalling, communications, platform screen doors, etc., in the back-of-house areas near the station concourse or platforms and within easy reach of the operations and maintenance staff on duty at the station to facilitate speedy service recoveries. External areas such as car parks and station precincts are not suitable locations for these equipment rooms; and
- (xxiii) consideration to possession boundaries and the associated overhead line sectioning requirements.

4.4.1. Accessibility

- (a) The SSJ Contractor must:
 - (i) allow safe access and sufficient space around equipment for maintenance, inspection and replacement;
 - (ii) provide adequate provision and maintenance routes for delivery and future replacement of all plant and equipment;
 - (iii) provide maintenance access to high levels and deep pits through fixed facilities such as stairs, cat-ladders, transfer platforms, etc, as far as practicable;
 - (iv) should mobile maintenance equipment be needed for high level/deep pit access, allow adequate space for manoeuvring and operating specific mobile equipment to carry out maintenance activities;
 - (v) design stations around the use of a standard six-metre scissor lift for access to the majority of areas requiring cleaning or maintenance access;
 - (vi) size lift cars to transport scissor lifts between all station levels;
 - (vii) provide a maintenance equipment store with a battery charging point at each station to accommodate a scissor lift and other maintenance equipment;
 - (viii) ensure all voids are accessible and provided with suitable ventilation;
 - (ix) provide access to the track walls, Platform Screen Doors/platform edge barriers and the areas above the tracks that require a power outage. Access may be provided by 'hi-rail' vehicle or a mobile scaffold erected on the concrete track bed;
 - (x) locate principal electrical, communications and fire services routes in services bulkheads above platforms and at ceiling level where access is provided via accessible ceiling panels;
 - (xi) provide access for inspection and maintenance of the drainage systems. Drainage systems for the metro and any adjacent Over Station Design (OSD) should be independent, and drainage systems from the adjacent OSD should not pass through or enter into the Station Premises;

- (xii) ensure all access covers are easy to handle by maintenance staff in the most expeditious way without using special tools/equipment. The weight of the cover should be taken into consideration in design;
- (xiii) provide fixed emergency, maintenance and operational access to the station from the track and to the track from the station;
- (xiv) configure equipment in such a way that ease of access corresponds to the frequency of access for both preventive and corrective maintenance, with the most frequently accessed part having the easiest access;
- (xv) ensure the layout and mounting of equipment facilitates inspections, testing and replacement during fault finding;
- (xvi) ensure adequate access is provided so that when inspecting, testing or replacing one particular component it will not be necessary to remove other components which may block the access, and that failed parts or modules can be removed and replaced easily and without damaging or disturbing other parts;
- (xvii) use hinged access doors/covers for equipment cases and cabinets instead of covers that are held in place by screws or fasteners. If hinged doors/covers cannot be used due to practical constraints, captive quick release fasteners should be used;
- (xviii) ensure all equipment installed at platforms is maintainable from the platform side;
- (xix) ensure all equipment, cables and wiring installed have adequate clearance/access/space for maintenance and future replacement;
- (xx) ensure all control and monitoring panels have easy and adequate access for maintenance and replacement of internal components;
- (xxi) ensure all maintenance operations can be undertaken with access from one direction only;
- (xxii) routine servicing points are not located behind other components, in enclosed spaces, or in any areas that are difficult to access;
- (xxiii) provide adequate access to water and power points at appropriate locations to facilitate cleaning, washing, equipment charging and other maintenance activities; and
- (xxiv) allow for traction power isolation for remote control of isolation and earthing to permit rapid and safe response to track and electrical faults and maintenance activities. Maintenance staff who access the equipment will be trained in electrical safety to protect themselves and permit them to undertake the appropriate tasks.

4.4.2. Fault Indication/Isolation/Diagnosis

- (a) The SSJ Contractor must:
- (i) provide means of speedy recovery of component failures and reducing maintenance down time by provisions for rapid identification, isolation and/or localisation of faults;
 - (ii) use a failure modes and effects analysis as a baseline for fault indication, isolation and diagnosis;
 - (iii) install power on and miscellaneous alarm/fault indicators at a suitable location so that visual inspection can be conducted conveniently;
 - (iv) provide all control and monitoring panels with a lamp test button;
 - (v) make maximum use of self-test facilities by means of built-in-test equipment;
 - (vi) provide clearly labelled test points when use of external test equipment is required;
 - (vii) locate test points on the front panel and close to the controls and displays with which they are associated whenever possible;
 - (viii) provide sufficient test points so that it will not be necessary to remove any parts to conduct fault diagnosis; and
 - (ix) ensure test equipment enables fault isolation to the line replacement unit (LRU) level.

4.4.3. Standardisation and Modularisation

- (a) The SSJ Contractor must:
- (i) use standard commercial parts as much as possible;
 - (ii) minimise the number of different parts used in all equipment;
 - (iii) use standard tools and test equipment as much as possible. Use of special purpose or non-standard tools or test equipment should be avoided as much as possible;
 - (iv) minimise the number of required tools and test equipment items;
 - (v) base designs on easily replaceable modules to support remove-and-replace maintenance concept;
 - (vi) optimise each module to contain components for a single given function instead of providing multiple and divergent functions;
 - (vii) where possible, modules must be designed to be “plug-in” and tray mounted with simple, accessible securing devices;
 - (viii) standardise modules and receptacles, but design must prevent inadvertent plugging into the wrong receptacle;

- (ix) design modules to permit effective functional testing after removal and require little adjustment after replacement; and
- (x) design components in the same module to have similar level of reliability.

4.4.4. Materials and Finishes

(a) The SSJ Contractor must:

- (i) select materials and finishes that minimise ongoing cleaning and maintenance costs, easily and cost-effectively maintained with commonly used equipment.
- (ii) use materials suitable for their purpose and location, particularly with regard to:
 - A. good appearance throughout their useful life;
 - B. soil and stain resistance;
 - C. vandal resistance;
 - D. wear resistance and durability;
 - E. access to concealed services; and
 - F. ease of maintenance operations taking account of the limited duration each day for inspection, repair and equipment replacement.
- (iii) provide effective weather protection for systems and facilities on the platform and concourse of at grade stations.
- (iv) provide anti-graffiti finishes for all internal wall finishes.
- (v) apply anti-graffiti protective films on all glazed materials in station areas that are accessible by customers for effective removal of graffiti or etching.

4.4.5. Cleaning

(b) The SSJ Contractor must:

- (i) avoid unnecessary ledges, horizontal surfaces and recesses for ease of cleaning;
- (ii) use self-cleaning glass, materials and surfaces for external structures as much as practicable;
- (iii) incorporate aesthetic bird deterrent measures to minimise cleaning, material degradation and the dangers of bird-borne diseases;
- (iv) provide adequately sized, conveniently distributed storage space to accommodate small and large cleaning equipment and materials;
- (v) provide waste handling and recycling space for undertaking effective waste management and recycling procedures; and
- (vi) provide adequate rubbish and recycling bins located along the platform and elsewhere in the concourse and station precinct.

4.4.6. Technical Maintenance Plan

- (a) A technical maintenance plan must be produced in accordance with the requirements of Appendix B12.
- (b) The technical maintenance plan will define the preventive and corrective maintenance activities to be carried out to ensure that the system/equipment is maintained to:
 - (i) perform to its designed performance requirements;
 - (ii) achieve the required Reliability, Availability and Maintainability (RAM) targets; and
 - (iii) as specified in the applicable PS.
- (c) The technical maintenance plan must cover the maintenance team set-up, manning level and roster, provision of spares, special tools and test equipment.
- (d) The technical maintenance plan must be developed from a structured maintenance requirement analysis using failure identification and analysis techniques such as Fault Tree Analysis, Reliability Centre Maintenance or Failure Modes and Effects Analysis. In-service reliability performance data must be used to support the analysis.

4.4.7. Obsolescence Management

- (a) The SSJ Contractor must provide an Obsolescence Management Plan to identify and manage potential obsolescence issues of the system/equipment over its life cycle and to provide mitigation measures whereby the Design Life as defined section 4.3 may be realised.
- (b) The Obsolescence Management Plan must describe the consideration given to obsolescence management of both hardware and software during design, construction, testing and commissioning and over the Design Life of the system/equipment.
- (c) The Obsolescence Management Plan must be developed in accordance with the requirements of:
 - (i) BS 7000-5:2001 Design management systems – Guide to managing obsolescence; and
 - (ii) BS EN 62402:2007 Obsolescence management – Application guide.
- (d) The Obsolescence Management Plan must describe the following:
 - (i) roles and responsibilities of the supplier;
 - (ii) obsolescence management process that the operator/maintainer and the suppliers intend to follow;
 - (iii) a list of critical components that are likely to become obsolete during the Design Life and for which special attention will be required when a replacement or a substitute is being introduced in the event that the

original component is obsolete. The criteria for the selection of a replacement or a substitute should be given;

- (iv) the planning of any hardware renewal arrangements over the Design Life of the system/equipment;
- (v) the planning of any software upgrade arrangement over the Design Life of the system/equipment; and
- (vi) the provision of hardware and software services and support over the Design Life of the system/equipment after the end of the Defects Correction Period.

4.4.8. Operations and Maintenance Manuals & Training

- (a) The Operations and Maintenance must comply with performance and design requirements in Appendix B12 of the SWTC.
- (b) The first draft of the O&M Manuals must be provided at least 12 months and the final approved version six months before Construction Completion of the final Portion.
- (c) In the event that training is required to be provided so as to ensure that the system/equipment will be operated and maintained as intended, a Training Plan must be submitted and the O&M Manuals must be available well in advance of the start of the first training session.
- (d) The Training Plan must specify the course contents, programme, duration and location (in the Sydney Metropolitan area).

Training courses (as required under the Training Plan) must be delivered by competent trainers using appropriate training materials. Subject to approval from the Principal, the SSJ Contractor may use the systems/equipment that has been installed, tested or commissioned for training purposes.

- (e) The SSJ Contractor must implement a means of assessing each trainee's understanding and competence to perform the function for which he/she was trained. At the completion of each training course, post training evaluation should be conducted to assess whether or not the trainees have achieved the desired skill level.

4.4.9. Spare Parts and Tools

- (a) The spare parts and tools must comply with performance and design requirements in Appendix B12 of the SWTC.
- (b) The SSJ Contractor must recommend the scope, quantities and unit prices of the spare parts, special tools and test equipment necessary for maintenance. Spare parts recommendations must cover consumable spares that are sufficient for two years of operation, and routable spares and insurance spares for longer term maintenance and overhaul need. The lead time for ordering spare parts and special tools must be specified.
- (c) All special tools and test equipment supplied must be accompanied by operation manuals, drawings and, if applicable, procedures for calibration and alignment.

- (d) Spare parts, special tools and test equipment must be available for purchase for at least 15 years from Completion.
- (e) All spare parts must be identical to the equivalent installed items and strictly interchangeable. They must be suitably marked and numbered for easy identification.
- (f) All spare parts must be suitably packed and protected to prevent damage from shock, vibration and rough handling. If necessary parts must be coated in protective material to prevent deterioration.
- (g) The SSJ Contractor must identify at least two sources of supply for general spare parts such as electronic components, lamps, fuses, and other consumable and high-usage items.
- (h) The SSJ Contractor must provide sufficient commissioning spares to ensure the successful completion of the testing and commissioning activities.

4.5. Durability

- (a) The SSJ Contractor must prepare and submit to the Principal for review an overarching durability assessment report as part of the Design Documentation demonstrating that the durability and the required Design Life for each Asset element will be achieved.
- (b) The durability assessment report must include all elements of the design and the expected range of environments that the asset elements will be exposed to. The durability assessment report must detail the requirements and methods for future inspection, testing, monitoring and maintenance of all elements of the design.
- (c) The durability assessment report must address the issues of reliability, availability, maintainability and system safety (RAMS) including the following:
 - (i) the micro environment including soil and water condition, contamination, exposure conditions etc.;
 - (ii) the potential deterioration mechanisms in this micro environment;
 - (iii) design life modelling to ascertain the likely rate of deterioration and likely life;
 - (iv) the feasibility and cost of in-situ monitoring and/or replacement during the normal operating period and restricted non-operating period;
 - (v) the necessity and cost benefit analysis of providing additional protection;
 - (vi) the significance of failure; and
 - (vii) inspection and monitoring requirements.
- (d) The micro-environment for each element must be determined by implementing site investigation and testing.
- (e) Assets and systems must be housed and installed in an environment that supports the specified design life.

- (f) Durability statements must be included in each design package or part package and for each submission that requires the Principal’s review.

4.6. Operating environment ranges

- (a) Where not specified in the Contract or within the codes and standards all assets shall be able to perform their normal duties or cycles, within the continuous operating environmental ranges provided in Table 4-5 below.

Table 4-5 External Operating Environment

Control/environment	Range/commentary
Ambient Air Temperature	-10oC to 55oC dry bulb
Relative Humidity	10% to 95% non-condensing
Rainfall Rate	up to 40mm/hour
Solar Radiation	Up to 1000 W/m2
Wind Speed	up to 150 kph
Dust and Particulates	Subject to local condition investigations by the Operator
Vibration	Not in excess of an acceleration rate of 0.1 G continuously, or 0.25G intermittently in the frequency range of 5 to 25 Hz
Ambient Lighting	10 to 100,000 lux

4.7. Electromagnetic compatibility

- (a) Electromagnetic emissions from equipment and systems shall not interfere with medical devices, communications equipment, safety-critical electronic equipment, or the comfort of passengers or staff.
- (b) All items of equipment, systems and integrated systems forming part of the Project Works shall be electromagnetically compatible with:
 - (i) each other;
 - (ii) all electrical and mechanical systems provided by Interface Contractors; and
 - (iii) third party systems within and external to the Project Works.
- (c) All service systems must comply with the ‘class A electromagnetic limits’ established in:

- (i) AS/NZS CISPR 22:2009 'Information Technology Equipment – Radio disturbance characteristics – Limits and method of measurement'; or
 - (ii) I.S. EN 55022:2010 'Information Technology Equipment – Radio disturbance characteristics – Limits and method of measurement'; and
 - (iii) AS/NZS 61000.6.1:2006 'Electromagnetic Compatibility – Part 6.1 – Generic Standards – Immunity for Residential, Commercial and Light Industrial environments'.
- (d) Electromagnetic compatibility must be in compliance with the ARPANS (Australian Radiation Protection and Nuclear Safety) Legislation including the ARPANSA (Australian Radiation Protection and Nuclear Safety Agency) Radiation Protection Series (RPS) Codes and Standards.
- (e) Where not specified within guidelines, codes or standards the SSJ Contractor must comply with the following vibration criteria and assessment requirements:
- (i) assess individual vibration-sensitive equipment where vibration-free performance is essential to the operating outcome, including assessing any construction impact and operational vibration impacts prior to commissioning and at Completion;
 - (ii) assess individual vibration-sensitive equipment using generic 'Vibration Criterion' (VC) curves specified in 'Institute of Environmental Sciences and Technology' (IEST) industry standard IEST-RP-CC012:2007 – 'Considerations in Cleanroom Design'; and
 - (iii) where required by the SSJ Contractors vibration assessment carry out field measurements to confirm conformance with the standards. All field measurements must be in accordance with international standard ISO 8569:1996 'Mechanical vibration and shock – Measurement and evaluation of shock and vibration effects on sensitive equipment in buildings'.

4.8. Civil and structural works

- (a) The civil and structural works must comply with performance and design requirements in Appendix B1.0 of the SWTC.

4.9. Rail, rail systems and communications

- (a) The rail, rail systems and communications works must comply with performance and design requirements in Appendix B2.0 of the SWTC.

4.10. Buildings, precinct and public domain works

- (a) The buildings, precinct and public domain works must comply with the requirements in Appendix B3.0 of the SWTC.

4.11. Mechanical and electrical services

- (a) The mechanical and electrical services works must comply with performance and design requirements in Appendix B4.0 of the SWTC.

4.12. Fire and life safety

- (a) Fire and life safety works must comply with performance and design requirements in Appendix B5.0 of the SWTC and relevant design requirement in Appendix B1.0 to B4.0.

4.13. Noise mitigation measures and structures

4.13.1. Acoustic Design Integration

- (a) The SSJ Contractor must prepare and implement an acoustic design integration plan (ADIP) that will:
 - (i) encompass all aspects of design relating to the operational acoustics, noise and vibration performance of the Worksite (hereafter referred to as the acoustic performance);
 - (ii) incorporate a land use report to identify the land use category and the associated construction and operational noise and vibration criteria at all existing and proposed (identified at the time of the relevant Planning Approval) sensitive receivers potentially impacted by the Project Works;
 - (iii) address the operating lifespan of the Project Works;
 - (iv) be submitted with the design plans in accordance with MR-T;
 - (v) identify all design packages, components and interfaces that affect the acoustic performance of the Project Works;
 - (vi) determine how the acoustic design interfaces will be managed and coordinated; and
 - (vii) implement a risk-based approach to managing acoustic design risks.
- (b) The acoustic design integration plan (ADIP) must:
 - (i) be updated regularly throughout the design phase (as a minimum, quarterly); and
 - (ii) ensure all relevant components of the ADIP are referred to and addressed in each design submission that relates to acoustic performance.

4.13.2. Operational noise and vibration review

- (a) In addition to the operational noise and vibration review (ONVR) requirements in the Planning Approvals conditions, the SSJ Contractor must include assessment of the following in the ONVR:
 - (i) ground-borne noise and vibration; and
 - (ii) airborne noise.
- (b) When completing the ONVR, the SSJ Contractor must:
 - (i) take into account the parameters listed in ISO14837-1; and

- (ii) include verification and justification that the mitigation and maintenance measures nominated are feasible as defined in the rail noise guidelines referred to in Planning Approvals and demonstrate that these measures have been used in other locations effectively.
- (c) In addition to the requirements in Planning Approvals, the ONVR must include:
 - (i) a tabulation of where all sensitive receivers will be positioned where they are within 100 m of the nearest track (or within 200m of the nearest stationary facility); and
 - (ii) a tabulation that includes a unique identification nomenclature for each receiver, with its planned distance to the nearest track (or stationary facility), receiver type, and applicable criteria, to be recorded.
- (d) The ONVR report must fully describe the design, assumptions, calculation process, mitigation strategy, maintenance strategy and other relevant factors to enable the ONVR to be independently verified by a noise and vibration expert.
- (e) The ONVR report must describe and quantify the accuracy of the input parameters and predictions, how any inaccuracies are proposed to be resolved or have been resolved during the design process.
- (f) The ONVR report must provide evidence that the noise and vibration prediction model has been validated via measurement and predictions for the existing alignment. Measurements must be undertaken at a representative number of sensitive receivers. Measurements must be undertaken at the most affected locations within the project area.

4.13.3. Ground borne noise trigger levels

- (a) In addition to the requirements of the Planning Approvals, the SSJ Contractor must meet the ground-borne noise trigger levels in Table 4.12.3

Table 4.12.3 Ground-borne noise trigger levels

Location	Trigger
General office areas	$L_{Amax (slow)}$ 45dBA (when in use)
Private offices and conference rooms	$L_{Amax (slow)}$ 40 dBA (when in use)
Retail areas	$L_{Amax (slow)}$ 50 dBA (when in use)
Cinemas	$L_{Amax (slow)}$ 35dBA (when in use)
Public halls	$L_{Amax (slow)}$ 35dBA (when in use)
Lecture theatres	$L_{Amax (slow)}$ 35dBA (when in use)
Film/TV/sound recording studios	NR15 (refer AS/NZS2107:2016)

Location	Trigger
Medical institutions	$L_{Amax (slow)}$ 40 dBA (when in use)
Drama theatres	NR 25 (refer AS/NZS2107:2016)
Other critical spaces	Satisfactory levels in AS/NZS2107:2016

4.13.4. Vibration Dose Values

- (a) In addition to the requirements of Planning Approvals, the SSJ Contractor must meet the maximum vibration dose values in assessing vibration. The maximum vibration dose values are provided below in Table 4.12.4.

Table 4.12.4 Vibration dose values

Location	Daytime criteria ($m/s^{1.75}$)	Night-time criteria ($m/s^{1.75}$)
Critical areas	0.20	0.20
Residences	0.40	0.26
Offices, schools, educational institutions and places of worship	0.80	0.80
Workshops	1.60	1.60

4.13.5. Airborne noise requirements

- (a) In addition to the requirements of Planning Approvals, the SSJ Contractor must meet the maximum airborne noise requirements. The SSJ Contractor must in relation to airborne noise:
 - (i) include verification and justification that the mitigation and maintenance measures nominated are feasible and have been used in other equivalent systems effectively;
 - (ii) meet the noise trigger levels provided in the DEC's Rail Infrastructure Noise Guideline; and
 - (iii) meet the maximum airborne noise levels in Table 4.12.5.

Table 4.12.5 Airborne noise levels

Type of development	Daytime criteria	Night-time criteria
Redevelopment of existing rail line	Development increases existing LAeq(period) rail noise levels by 2 dB or more, or existing LAmax rail noise levels by 3 dB or more, and predicted rail noise levels exceed:	
	65 LAeq(15hour) or 85 LAFmax	60 LAeq(9hour) or 85 LAFmax
Other sensitive land uses		Noise trigger levels dB(A) (when in use)
Development increases existing rail noise levels by 2 dB(A) or more in LAeq for that period, and resulting rail noise levels exceed:		
Schools, educational institutions and child care centres	45 LAeq(1hour) internal	
Places of worship	45 LAeq(1hour) internal	
Hospital wards	35 LAeq(1hour) internal	
Hospitals other uses	65 LAeq(1hour) external	
Open space – passive use (eg parkland, bush reserves)	65 LAeq(1hour) external	
Open space – active use (e.g. sports field, golf course)	65 LAeq(1hour) external	

4.13.6. Land use assessment

- (a) Where background data is not provided or available in environmental documents, The SSJ Contractor must undertake any and all additional noise and vibration measurements required to determine the applicable noise and vibration criteria at sensitive receivers for the land-use assessment.
- (b) The land use assessment will consider the current use of the property and all approved development applications and assess the more stringent use.

4.13.7. Metro Station and Station Precinct (internal noise levels)

- (a) The SSJ Contractor must design the architectural finishes in all public areas of the Metro Station to enable the public address (PA) system and system for intercom

and emergency purposes to achieve speech intelligibility index of 0.5 required by AS1670.4 and the requirements of ASA standard T MU TE 61003 ST.

- (b) The reverberation time in all public areas of the Metro Stations must be designed in accordance with AS2107.
- (c) Noise criteria for service equipment must not exceed the values set out in the following tables when the Metro Station mechanical services are in normal operation and the Metro Station is unoccupied.

Table 4.12.7.1 Station Plant Noise Criteria – Public Areas

Location and conditions	Noise criteria, L_{Aeq}
Paid Concourse, Gateline and Platform areas (normal fan operation)	55dBA
Paid Concourse, Gateline and Platform areas (congested fan operation)	65dBA
Paid Concourse, Gateline and Platform areas (emergency fan operation)	75dBA

Table 4.12.7.2 Ancillary Equipment Noise Criteria – Public Areas

Location and conditions	Noise criteria, L_{Aeq}
Escalators	55dBA
Lifts	55dBA

- (d) The acoustic design of the Metro Station must be verified by acoustic computer modelling of the station entry, paid concourse and cavern spaces.
- (e) The computer acoustic modelling must represent the proposed internal finishes, advertising, loudspeaker design and be otherwise empty of people.
- (f) The SSJ Contractor must design other internal spaces of the station and precinct buildings (excluding plant rooms) to be lower than the maximum design sound levels and reverberation times stated in AS/NZS 2107.

4.13.8. Noise from mechanical systems

- (a) In addition to the noise criteria in Planning Approvals, the SSJ Contractor must comply with the requirements set by AS/NZS2107, and the internal noise criteria illustrated in Table 7.

Table 4.12.8 Internal Noise Criteria

Space/Area	Maximum acceptable noise Level dBA (Leq)
Plant Rooms (excluding tunnel ventilation and trackway exhaust fan rooms)	85
Equipment Rooms and Electrical Rooms	75
Customer service desk/office	45
Staff room	40
Locker room	50
Store room	50
Garbage Room	65
Ticket sales areas	50

- (b) The above criteria do not apply to systems or components operating in emergency mode. In this situation, noise generated by the systems or their components must not exceed levels that affect speech intelligibility in egress paths, evacuation assembly areas, or operational or emergency control rooms or areas.
- (c) Noise from systems or components operating in emergency mode must not exceed 85dBA when measured at 1m from any air intake or discharge point, including internal registers and grilles.

4.14. Heritage

- (a) Heritage must comply with the Planning Approvals and the performance and technical requirements in Appendix B6.0 of the SWTC.

4.15. Sustainability requirements

- (a) Sustainability requirements must comply with performance and technical requirements in Appendix B7.0 of the SWTC.

4.16. Customer Centred Design requirements

- (a) The SSJ Contractor must comply with the customer centric design (CCD) requirements in Appendix B9.0 of the SWTC.

4.17. Wayfinding requirements

- (a) The SSJ Contractor must comply with the wayfinding requirements in Appendix B10 of the SWTC.

4.18. Public Art

- (a) The SSJ Contractor must comply with the public art requirements in Appendix B11 of the SWTC.

4.19. Asset Management

- (b) The SSJ Contractor must comply with the asset management requirements in Appendix B12 of the SWTC.

4.20. Advertising

- (a) The SSJ Contractor must comply with the advertising requirements in Appendix B13 of the SWTC.

4.21. Retail

- (a) The SSJ Contractor must comply with the retail requirements in Appendix B14 of the SWTC.

5. Construction Requirements

5.1. General

- (a) The SSJ Contractor must provide sufficient design resources during the construction phase to ensure effective monitoring of construction activities including testing and commissioning activities, verification and validation of the integration of all components of the Project Works, clarification of design issues, review of design changes, witnessing of acceptance tests and release of Hold Points.
- (b) The SSJ Contractor must ensure that all SSJ Contractor's Activities:
 - (i) are constructed in a manner and to standards which comply with and meet the requirements of the Contract, including this SWTC;
 - (ii) are planned, programmed, staged and completed to ensure minimal interruption to station operations (including maintenance activities), to Sydney Trains staff, customers and the general public's access to, from and through the station(s) and transport interchange(s);
 - (iii) are completed in a manner not to compromise/reduce the existing operation levels, level of service and safety standards of the station(s) or transport interchange(s), or of Sydney Trains staff, customers or the general public;
 - (iv) do not disrupt existing Rail Operator networks and infrastructure or delay rail services/timetables;
 - (v) have no unplanned impacts to Rail Operators;
 - (vi) maintain connectivity with rail and other interchange transport services;
 - (vii) do not impact existing station emergency evacuation capability and procedures at all times;
 - (viii) do not damage or have any unacceptable or adverse impact on the condition or performance of the existing environment, urban context or any infrastructure or property on, in, or adjacent to the Site or Extra Land;
 - (ix) are staged to minimise the reduction in numbers of car parking, Kiss and Ride, taxi and similar parking spaces; and
 - (x) are effectively monitored and validated by authorised and accredited design resources including testing and commissioning activities, verification and validation of the integration of the design components, clarification of design issues, review of design changes, witnessing of acceptance tests and release of Hold Points.
- (c) When a Worksite is used by the SSJ Contractor located on property owned by an Authority, the SSJ Contractor must:

- (i) complete the SSJ Contractor's Activities to minimise any disruption to the public, adjoining landowners or tenants; and
 - (ii) complete all of the SSJ Contractor's Activities and bring the SSJ Contractor's Activities on the Worksite to Construction Completion as soon as possible after the SSJ Contractor is provided access to the Worksite.
- (d) The SSJ Contractor must liaise regularly with Sydney Trains and other stakeholder's representatives and without limiting any of the SSJ Contractor's obligations under the Contract, must ensure that neither Sydney Trains, other stakeholders and the Principal has any objection to the SSJ Contractor's proposed means of carrying out the SSJ Contractor's Activities.

5.2. Temporary Site Facilities

- (a) The SSJ Contractor, after being granted access to any part of the Site, must:
- (i) set out and establish the Site in accordance with the requirements of Management Requirements MR-C, MR-E and the Planning Approval at locations and positions that minimise the impact on adjoining properties and residents;
 - (ii) provide site amenities in accordance with the SafeWork Australia Code of Practice for Construction Work, the SafeWork Australia Code of Practice Managing the Work Environment and Facilities and the WorkCover NSW Amenities for Construction Work Code of Practice;
 - (iii) in addition to the requirements of clause 308 of the Work Health and Safety Regulations 2011, provide clean and visible mandatory, temporary and safety signage in accordance with Codes and Standards to identify and designate restricted areas and develop and implement a procedure to determine how access to restricted areas will be prevented, the type of barriers and signage that are required and the persons who will be granted access;
 - (iv) provide safe accesses, fences, barriers, hoardings and walking surfaces within, to and adjoining the Site and Extra Lands to ensure the safety of all persons involved in the SSJ Contractor's Activities and all members of the public. Where the SSJ Contractor's Activities affect existing infrastructure, the SSJ Contractor must install temporary infrastructure which provides as a minimum the same level of safety and convenience as the existing infrastructure for the SSJ Contractor's personnel and the public until Construction Completion;
 - (v) construct and maintain all facilities utilised for the purpose of the SSJ Contractor's Activities in excellent condition for the duration of the Contract; and
 - (vi) ensure all site facilities incorporate:
 - A. energy efficient design features, and best practice energy efficient lighting solutions, light fittings and high efficiency electrical equipment and appliances;

- B. high performance thermal insulation in all walls, ceilings and floors that optimise thermal performance;
 - C. natural daylighting;
 - D. natural ventilation;
 - E. water efficient fixtures, fittings and controls, eg Water Efficiency Labelling Scheme (WELS);
 - F. air conditioning refrigerants and fire suppression system with low or zero global warming potential;
 - G. bicycle storage facilities, showers and changing room facilities; and
 - H. Crime Prevention through Environmental Design (CPTED) principles.
- (b) ensure that security and warning lighting used must be installed so that light is not directed at neighbouring properties or in such a way that light reflects onto structures or neighbouring properties.
 - (c) provide traffic management as necessary on roads and footpaths affected by the SSJ Contractor's Activities.
 - (d) secure the Site and install all required security, safety and environmental controls and appropriate site safety and identification signage in accordance with MR –E.
 - (e) provide secure separation between the Rail Corridor and other parts of the Site for the duration of the SSJ Contractor's Activities.
 - (f) provide all temporary services and infrastructure required by the SSJ Contractor to undertake and complete the SSJ Contractor's Activities.
 - (g) provide survey for and construction of all temporary offices and amenities, including those for the Principal and all subcontractors, perimeter fences, construction roads, signage, wheel wash facilities, temporary drainage, hard stand areas and other facilities required by the SSJ Contractor to undertake and complete the SSJ Contractor's Activities.
 - (h) supply and erect two bill boards inside the perimeter security fence in positions identified by the Principal two weeks prior to commencing the SSJ Contractor's Activities on the Site. The size is to be not less than 1200 mm high and 2400 mm wide. The bill boards will prominently display:
 - (i) the SSJ Contractor's 24 hour contact (name and telephone number);
 - (ii) the Principal's Emergency Hotline; and
 - (iii) other information advised by the Principal.

5.2.1. Site Facilities for Principal

- (a) From the date that the SSJ Contractor establishes its site offices, the SSJ Contractor must provide site facilities for the exclusive use of the Principal and its personnel ("Principal's office").
- (b) The Principal's office must:

- (i) be located immediately adjacent to the SSJ Contractor's main site offices;
 - (ii) an integrated, air conditioned open plan office of a standard that is suitable to accommodate five full-time persons, that complies with all relevant building codes and health and safety requirements;
 - (iii) include five workstations of four square metres each, with an appropriate walkway space. Each workstation must include:
 - A. a desk;
 - B. a lockable pedestal drawer unit;
 - C. an office chair;
 - D. shelving units;
 - E. a minimum of four power sockets; and
 - F. a separate telephone and computer data point.
 - (iv) provide a meeting room capable of seating 10 persons at the table;
 - (v) office standard printer and a minimum 10Mbps (Megabits per second) Internet connection for the TfNSW server;
 - (vi) all equipment, furniture, fittings and finishes provided for the Principal's office must be new and of a standard that is suitable for a professional office;
 - (vii) have six designated parking spaces adjacent ; and
 - (viii) be fully serviced and maintained by the SSJ Contractor including undertaking all security, cleaning and maintenance.
- (c) The Principal will supply all mobile information technology and communication equipment (such as computers, data cards and mobile phones) for use by the Principal's personnel.

5.2.2. Site Facilities for Independent Certifier

- (a) From the date that the SSJ Contractor establishes its site offices, the SSJ Contractor must provide site facilities for the exclusive use of the Independent Certifier and its personnel ("Independent Certifier's office").
- (b) The Independent Certifier's office must:
 - (i) be located immediately adjacent to the SSJ Contractor's main site offices;
 - (ii) be an integrated, air conditioned open plan office of a standard that is suitable to accommodate two full-time persons, that complies with all relevant building codes and health and safety requirements;
 - (iii) include two workstations of four square metres each, with an appropriate walkway space. Each workstation must include:
 - A. a desk;

- B. a lockable pedestal drawer unit;
 - C. an office chair;
 - D. shelving units;
 - E. a minimum of four power sockets; and
 - F. a separate telephone and computer data point.
- (iv) include all equipment, furniture, fittings and finishes provided for the Independent Certifier's office must be new and of a standard that is suitable for a professional office;
 - (v) include an office standard printer and a minimum 10Mbps (Megabits per second) Internet connection;
 - (vi) have three designated parking spaces adjacent ; and
 - (vii) be fully serviced and maintained by the SSJ Contractor including undertaking all security, cleaning and maintenance.
- (c) The Independent Certifier's will supply all mobile information technology and communication equipment (such as computers, data cards and mobile phones) for use by the Independent Certifier's representatives.

5.3. Demolition

- (a) Where demolition of infrastructure and buildings is required, the SSJ Contractor must:
- (i) undertake the demolition work in accordance with AS 2601 The demolition of structures;
 - (ii) provide a levelled site free of depressions and undulations;
 - (iii) disconnect all Utility Services at the Site boundaries in accordance with the requirements of the relevant Utility Services owners, including:
 - A. remove all water meters and return them to Sydney Water. The incoming water supply must be capped at the water meter location supply point;
 - B. cap all hydrant service at the location of the incoming supply feed to the requirement of Sydney Water;
 - C. disconnect all gas supply service at the supply meter;
 - D. disconnect all Telstra service at the supply location;
 - E. disconnect and remove all broadband telecommunication feeds to the supply locations;
 - F. cap all stormwater pipes exposed by the SSJ Contractor's Activities at ground level using sealed caps and plugs. All stormwater services below ground, and at ground surface levels must be retained at Completion (kerb inlet pits, carpark/roadway pits, grated drains etc.);

- G. cap all sewer pipes including floor wastes, waste stacks, vents, basin, pan and sink connection points exposed by the SSJ Contractor's Activities at ground level using sealed caps. All sewer services below ground and at ground surface levels, must be retained at Completion; and
- H. disconnect all electrical supply services to buildings, structures, lighting structures, etc. within the Demolition Site including low and high voltage supply feeds. The Contractor must engage the relevant electrical Utility Authority or authorised contractor to disconnect all overhead and inground supply feeds, including removal and return of all electrical meters.
 - (iv) cap all conduits and pipes at the disconnection points to prevent ingress of surface runoff and groundwater;
 - (v) remove all structures, facilities and debris above ground level;
 - (vi) remove all ground slabs, basement structures, foundations, strip and pad footings, pile caps, tanks and other structures below ground level excluding piles below pile cap level and basement structures that can be utilised as ground support structures;
 - (vii) remove all demolished materials and debris from the Site;
 - (viii) backfill all excavations with fill free of deleterious materials and compact to a density consistent with the surrounding ground;
 - (ix) develop and implement a demolition method that minimises adverse noise, vibration and air quality impacts;
 - (x) prepare the Demolition Management Plan and submit it in accordance with Management Requirements – Project Administration (MR-PA);
 - (xi) remove and dispose of all contamination and hazardous materials in accordance with applicable Australian Standards and Codes of Practice;
 - (xii) design, install and construct all Temporary Works to ensure safe demolition;
 - (xiii) undertake all structural design, certification and installation of temporary shoring measures to enable safe demolition below ground levels. The temporary shoring measures are part of the Temporary Works;
 - (xiv) prepare and submit a survey plan for each demolition site in accordance with MR-PA detailing the final surface levels, and locations of all disconnected/isolated Utility Services. The survey plan must include:
 - A. a topographical survey that identifies the final surface levels of each demolition site;
 - B. certification from a licensed electrician, plumber and gas fitter (or supply provider) that all Utility Services have been disconnected/isolated in accordance with the relevant Australian Standards and the Supply Authority Guidelines;

- C. video evidence that all retained main sewer and stormwater pipework is clear of debris and rubble created by the SSJ Contractors Activities;
 - D. photographic evidence of the isolation method for each Utility Services; and
 - E. prepare and submit condition surveys.
- (xv) prepare demolition and submit in accordance with MR-PA, methodologies with endorsement from an appropriately qualified Demolition Structural Engineer;
 - (xvi) engage Demolition Structural Engineers to perform design and inspection roles in accordance with the SafeWork NSW Demolition Work Code of Practice July 2015, AS2601 – The Demolition of Structures – 2001, and AS1170 – 0 – 2002, AS1170 – 1, 2002 and AS1170 – 2;
 - (xvii) engage Demolition Structural Engineers to undertake designs of the following Temporary Works:
 - A. general demolition Temporary Works for activities including back propping of slabs; modification of structures to allow materials handling and vehicle access through buildings; support of heavy equipment; designs required by Third Party Agreements, etc. (Category A);
 - B. temporary shoring where basements are demolished and required shoring and anchoring, if required, below footpaths/ surrounding ground levels (Category B);
 - C. hoarding (Category C); and
 - D. scaffold (Category D).
 - (xviii) the Demolition Structural Engineers for Categories A and B designs must be a member of the Australian Institute of Engineers with a minimum 15 years' experience in this type of work;
 - (xix) the Demolition Structural Engineers for Category C and D designs must be suitably qualified with a minimum 5 years relevant experience;
 - (xx) all Category A and B designs by the SSJ Contractor's Structural Engineer must be reviewed by the Proof Engineer; and
 - (xxi) for work related to the removal of equipment, fittings and fit out materials from buildings, the SSJ Contractor must salvage, reuse and recycle equipment, fittings and materials to the maximum extent practicable, and provide a report to the Principal's Representative on how this has been accomplished.

5.4. Acid Sulphate Soils and Rock

- (a) The SSJ Contractor must treat and dispose of any acid sulphate soils and rocks in accordance with:
 - (i) Guidelines for the Management of Acid Sulphate Materials: Acid Sulphate Soils, Acid Sulphate Rock and Monosulfidic Black Ooze, RTA;

- (ii) Department of Environment, Climate Change and Water requirements;
- (iii) Acid Sulphate Soil Manual, NSW Acid Sulphate Soils Management Advisory Committee, (August 1998);
- (iv) NSW Environmental Protection Authority - Assessing and Managing Acid Sulphate Soils; and
- (v) Environment Protection Authority, Victoria Information Publication 655 - Acid Sulphate Soil and Rock.

5.5. Storage and Stockpile on Site

- (a) The SSJ Contractor must make its own arrangements for temporary and any permanent stockpiles of materials, including earthwork materials and excavated tunnelling materials, arising from the SSJ Contractor's Activities which take place or are performed outside of the Site.
- (b) Any materials, including earthwork materials, which are surplus to or are not suitable for incorporation in the Project Works or the Temporary Works must be removed from the Site and properly disposed of in compliance with the requirements of the Contract.
- (c) Stockpiles must not be placed in drainage lines, channels or paths.
- (d) Stockpiles must not obstruct rail access points.
- (e) The SSJ Contractor is responsible for providing secure and safe storage for all of the SSJ Contractor's construction plant and the materials to be used for or in carrying out the SSJ Contractor's Activities. Storage methods must prevent mechanical and climatic damage.
- (f) Storage areas must be kept safe and tidy to maintain a safe work environment and to minimise hazards to persons, other materials and equipment. The SSJ Contractor must take proper precautions to keep hazardous or dangerous substances in places secured against access by unauthorised persons and in a manner to prevent damage to the environment.

5.6. Noise and Vibration

- (a) The SSJ Contractor must:
 - (i) install and maintain acoustic walls and other noise attenuation devices in accordance with the requirements in the Planning Approval to provide noise mitigation during the performance of the SSJ Contractor's Activities. SSJ Contractor's Activities that require the installation of acoustic walls or other noise attenuation devices must not commence until the acoustic walls or other noise attenuation devices are erected; and
 - (ii) make any temporary acoustic walls and other noise attenuation devices from as-new or recycled materials and must at all times be maintained in a neat and tidy condition and be sympathetic with the surroundings.

5.7. Discharge Water Quality

- (a) The SSJ Contractor must:
- (i) treat and disposed in accordance with the Planning Approval and the requirements of relevant Authorities water including groundwater seepage, captured within the Site; and
 - (ii) monitor the quality of all water discharged from the Site.

5.8. Pedestrian Management during Construction

- (a) The SSJ Contractor must:
- (i) comply with the MR-C, Exhibit E Site Access Conditions and in addition the requirements set out below to minimise the impact to pedestrians in and around Sydenham Station;
 - (ii) produce pedestrian modelling for every stage of construction, inclusive of temporary or staged works. All width routes through to lifts, run off areas from escalators and other pinch points around the station must be justified by the pedestrian modelling;
 - (iii) notify the Principal 30 days before any major wayfinding changes at Metro Station or Sydenham Station;
 - (iv) plan and execute the SSJ Contractor's Activities to ensure safe pedestrian conditions are maintained at all times during the SSJ Contractor's Activities. Temporary or modified access for pedestrians must comply with the requirements of relevant Authorities; and
 - (v) maintain existing Public Thoroughfares and Rights of Way or provide approved alternative unimpeded and uninterrupted access twenty four hours a day, seven days a week for:
 - A. all existing formalised pedestrian access;
 - B. adjoining and nearby property owners, occupiers and users to areas adjacent to and outside the Site;
 - C. Sydney Trains and other contractors requiring access to the Rail Corridor through any access gate; and
 - D. all emergency services.

5.9. Station Precinct Operation Impact Assessment Group ²

- (a) The SSJ Contractor must attend weekly Station Precinct Operation Impact Assessment Group (SPAG) meetings to communicate the upcoming construction activities to Sydney Trains station staff.

² Group name changed to reflect Sydney Train interface agreement – Access to Sydney Trains Facilities – Annexure C

- (b) Agenda items must include:
- (i) presentation of the latest staging diagrams;
 - (ii) 3 month look ahead program review;
 - (iii) identification of Sydney Trains resource requirements;
 - (iv) detailed 3 week look ahead program review;
 - (v) 1 week look ahead deep dive program review;
 - (vi) impact on station operations including noise works; and
 - (vii) implementation of the Global Safety Interface Agreement.

5.10. Hoarding and temporary fencing

- (a) The SSJ Contractor must:
- (i) obtain approval from both the Principal and Sydney Trains before erecting hoarding and fencing within the station and Rail Corridor;
 - (ii) obtain approval from both the Principal and relevant Authority before erecting hoarding and fencing outside the station;
 - (iii) install and maintain temporary hoardings, fencing and walls on and around the Site as necessary to provide safety and security in the performance of the SSJ Contractor's Activities. The temporary hoardings, fencing and walls must be erected prior to commencing the SSJ Contractor's Activities in the affected areas and kept securely locked at all times;
 - (iv) install hoardings and fencing from new materials and must at all times be maintained in a neat and tidy condition and be sympathetic with the surroundings. Hoardings are to be clean, painted free of snagging or sharp protrusions on both the worksite side and the public side and also comply with the relevant hoarding standards;
 - (v) maintain hoardings, fencing or walls on or around the Site free of graffiti and any advertising material not authorised by the Principal's Representative until the Date of Construction Completion of the last Portion to achieve Construction Completion;
 - (vi) design hoarding to appropriate, wind loading, train generated turbulent forces, crowd loading, dust, noise electrical earthing and bonding and fire rating requirements. Hoardings must not be full height in order to allow smoke to vent into the adjacent construction area;
 - (vii) provide hoarding and fencing with doors/gate that open inward to the site, no gaps should be evident between the edge of the hoarding and any permanent structure; and
 - (viii) provide appropriate netting between the top of the hoarding and any roof/canopy to prevent unwanted materials or potential ignition sources being thrown into the construction zone. This netting or barrier must be permeable.

5.11. Maintenance

- (a) The SSJ Contractor must:
- (i) maintain and repair the Project Works within a Portion until the Date for Construction Completion for that Portion (including any part of the Project Works temporarily handed back to Sydney Trains);
 - (ii) maintain any systems affected by the SSJ Contractor Activities throughout the Site until Construction Completion of the Portion relating to that system;
 - (iii) ensure that all infrastructure, facilities and amenities in the areas being maintained are at all times fit for their intended purpose (as at the date of the Contract), clean and tidy;
 - (iv) maintain the Site and any other areas affected by the SSJ Contractor's Activities in a clean and tidy manner throughout the duration of the SSJ Contractor's Activities;
 - (v) not store rubbish or loose items on the Site for any extended period;
 - (vi) maintain existing landscaping and ground vegetation within the Site;
 - (vii) remove weeds or other undesirable vegetation within the Site duration of the SSJ Contractor's Activities;
 - (viii) promptly remove rubbish on the Site or area impacted by SSJ Contractor Activities;
 - (ix) keep clean any public areas and back of house of the Sydenham Station affected by the SSJ Contractor's Activities;
 - (x) engage appropriately skilled and experienced cleaners to keep clean the public areas of Sydenham Stations affected by the SSJ Contractor's Activities;
 - (xi) ensure that any dust created by SSJ Contractor Activities is removed. Dust entering public areas or where it is likely to interfere with operating equipment must be removed at the end of each shift. Every effort is to be made to reduce dust emanation from the works; and any rubbish, dust, or residue from dirty work boots deposited in public areas or egress areas is promptly removed;
 - (xii) not dispose of any rubbish, including dust or dirty water into the track drainage system or Sydney Trains waste facilities;
 - (xiii) ensure any rubbish, dust, or residue from dirty work boots deposited in public areas or egress areas is removed within 30 minutes;
 - (xiv) provide shared access to all operating Sydney Trains facilities;
 - (xv) maintain access for a mobile elevated platform for Sydney Trains around the Sydenham Station for maintenance purposes; and
 - (xvi) ensure that its activities do not interfere with mobile phone or radio coverage within the Sydenham Station.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.13. Property Access and Utility Services

- (a) Where the SSJ Contractor Activates requires adjustments to private properties and or Utility Services the SSJ Contractor must:
 - (i) do all things necessary to satisfy the reasonable requirements of individual owners, occupiers of and visitors to properties, businesses and community facilities affected by the SSJ Contractor's Activities in respect of timing, duration and the carrying out of the relevant SSJ Contractor's Activities;
 - (ii) ensure that suitable access is maintained at all times to all properties and between severed portions of properties. Appropriate detours must be arranged and provided;
 - (iii) not reduce the level of access, (vehicular or pedestrian) to any commercial property during its relevant trading hours is permitted without the written agreement of the owner and occupier; and
 - (iv) make all required arrangements with the affected public in relation to the impacts and consequences of the interruption of any Utility Services.
- (b) Where Properties are adjacent to site or impacted by SSJ Contractors activities the SSJ Contractor must:
 - (i) prevent nuisance to the owners, tenants or occupiers of properties adjacent to the Site;
 - (ii) take all necessary steps to maintain safe, clear, unobstructed access to adjacent buildings; and
 - (iii) consider and take appropriate steps regarding any property adjacent to the Site which the SSJ Contractor needs to enter to undertake and complete the SSJ Contractor's Activities, as Extra Land.

5.14. Site Protection and Restoration

- (a) The SSJ Contractor must:
 - (i) comply with the requirements in the Planning Approval and ensure that significant trees (based on species, age or size) which may be affected by the SSJ Contractor's Activities are identified and appropriate protection management measures implemented including fencing and pruning;

- (ii) reinstate the Site progressively as each part of the Project Works and Temporary Works is completed;
- (iii) reinstate all land outside the Site (including the Extra Land) which has been in any way affected by SSJ Contractor's Activities to a condition at least equivalent to that existing before that occupation or use;
- (iv) reinstate the Site, including the removal of all temporary infrastructure, reinstating all built and natural surfaces, features, landscaping and the natural environment to a condition not less than that existing immediately prior to the SSJ Contractor obtaining access to the Site; and
- (v) prior to Construction Completion of each Portion:
 - A. complete a final clean of the SSJ Contractor's Activities;
 - B. employ experienced workers or professional cleaners for final cleaning operations;
 - C. comply with the manufacturer's instructions for cleaning operations;
 - D. cleaning to a standard expected from a cleaning and maintenance program for a first class building;
 - E. remove of labels and all manufacturer's markings that are not required as permanent labels or markings;
 - F. avoiding disturbance of natural weathering of adjoining surfaces;
 - G. cleaning all light fixtures and lamps so as to function with full efficiency, including re-lamping any non-functioning lamps; and
 - H. cleaning of all signage.

5.15. Road Condition

- (a) The SSJ Contractor must:
 - (i) ensure that any road, footpath, shared path or cycleway which is open to the public is at all times kept free of any mud, dirt, deleterious material, trip hazards and debris arising from the SSJ Contractor's Activities;
 - (ii) as a minimum, install, maintain and utilise wheel wash facilities and cover all construction vehicles to prevent any loss of fuels, lubricants, load or other substances, whether in the form of dust, liquids, solids or otherwise. Any spillage or build-up of such material or debris must be cleaned up immediately and any damage caused by such an occurrence must be immediately repaired;
 - (iii) apply appropriate treatments to roads, footpaths, shared paths or cycle ways that protect the roads, footpaths, shared paths or cycle ways from damage arising from the SSJ Contractor's Activities and allow for repair if damage occurs; and
 - (iv) repair immediately any damage to any road, footpath, shared path or cycleway which is open to the public, caused by the SSJ Contractor's

Activities. The road, footpath, shared path or cycleway must be repaired to the satisfaction of the relevant Authority.

5.16. Security Regime

- (a) The SSJ Contractor must:
 - (i) provide 24 hour security at all access points to the Site;
 - (ii) ensure access and egress is available to Sydney Trains and NSW Trains maintenance contractors to complete maintenance and repairs to the within the Station and corridor;
 - (iii) use a radio communication system during the SSJ Contractor's Activities that cannot be accessible by the general public;
 - (iv) ensure that staff has photo identification clearly on display whilst in the public areas of Sydenham Station, Sydenham Equipment Centre and XPT maintenance yard at all times; and
 - (v) allow to move, adjust or change existing CCTV cameras due to construction hoarding, site facilities etc.

5.17. Access

5.17.1. Control of Access to the Site

- (a) The SSJ Contractor must ensure that access to the Site is restricted to authorised personnel and registered visitors. The SSJ Contractor is responsible for controlling access to / from the Site until Completion of the relevant Portion and must:
 - (i) provide a secure perimeter to any part of the Site where hazards exist;
 - (ii) minimise access points to the Site;
 - (iii) control all access points with gates kept closed during working hours and locked when the Site is unoccupied, open gate must be manned at all times;
 - (iv) install a notice at the main gate of the site compound stating the name and the 24 hour contact number of the person who has custody of the keys to access the Site; and
 - (v) provide clear and prominently positioned directional, information and safety signage in regard to visitors, site safety, emergency egress and assembly points, the wearing of personal protective equipment, emergency contact numbers and the rules regarding the conduct required to be maintained on the Site.

5.17.2. Control of Access into Rail Corridor

- (a) The SSJ Contractor must ensure and maintain access control to the Rail Corridor at all times.
- (b) Where the SSJ Contractor's Activities affect existing Sydney Trains access roads and gates etc. to the Rail Corridor, the SSJ Contractor must maintain access to the

Rail Corridor for Sydney Trains employees, subcontractors and equipment at all times, except during Track Possessions and Temporary Shutdowns when the SSJ Contractor has approved control of access to the Rail Corridor.

- (c) The SSJ Contractor must maintain an access road equivalent to that in existence prior to the SSJ Contractor's Activities or an all-weather access with a minimum width of 4 metres, whichever is the more onerous.
- (d) The SSJ Contractor must maintain unobstructed 24 hour vehicular access with designated maintenance parking to the Sydney Trains padmount substation located within the current Sydney Trains Sydenham Civil Depot.

5.18. Traffic Management during Construction

- (a) The SSJ Contractor must;
 - (i) plan traffic and transport management associated with the SSJ Contractor's Activities to avoid delays and detours that will inconvenience the affected public or road users or interfere with traffic during periods of heavy traffic flows;
 - (ii) obtain approval from relevant Authorities prior to implementing any changes to traffic flow, vehicle, pedestrian, public transport and bicycle movements or adjustments to arrangements for control of traffic on roads and footpaths;
 - (iii) comply with the Environmental Documents and the following:
 - A. Principal's General Specification (G10 – Traffic and Transport Management);
 - B. RMS Traffic Control at Worksites Manual;
 - C. AS 1742.3 Manual of uniform traffic control devices - Traffic control for works on roads;
 - D. Relevant Austroads Guides;
 - E. SM PS-ST-221 Sydney Metro Principal Contractor Health and Safety Standard;
 - F. Construction Traffic Management Framework; and
 - G. RMS Supplements to Australian Standards and Austroads.
 - (iv) document how traffic will be managed when construction works are being carried out in a Construction Traffic Management Plan (CTMP). The CTMP is to describe the work activities being proposed, their impact on the roadway and on road users, and how these impacts will be addressed. The CTMP is to be prepared in accordance with the Construction Traffic Management Framework which describes the traffic management objectives, principles and strategies to be implemented during Sydney Metro City & Southwest construction, having regard to contractual requirements, the Revised Environmental Mitigation Measures (REMM) and other obligations of the SSI Planning Approval;

- (v) provide copies of any traffic control plans approved by relevant Authorities that set out specific traffic and transport management arrangements to be implemented at specific locations during the construction of the Project Works and Temporary Works to the Principal's Representative and the Independent Certifier;
- (vi) address any unplanned traffic management activities, including emergency work due to incidents, in the Construction Traffic Management Plan to the satisfaction of the relevant Authorities;
- (vii) where traffic control devices include safety barriers, the safety barriers will:
 - A. comply with the RTA Traffic Control at Worksite Manual; and
 - B. be offset from the edge of the nearest adjacent traffic lane in accordance with relevant standards.
- (viii) comply with the requirements of all relevant Authorities regarding Temporary traffic lanes on roads, including minimum lane widths, in accordance with relevant standards;
- (ix) only enter, operate within or exit from a worksite in a manner which does not endanger the public and under suitably designed and appropriate traffic control measures;
- (x) provide suitable intersections or points of access for vehicles entering or leaving the Site and at locations where the traffic volumes are increased as a result of the SSJ Contractor's Activities. The intersection and access treatments must comply with the requirements of all relevant Authorities;
- (xi) undertake Community notification to advise the affected public and road users of the proposed changes to traffic flow, vehicle, pedestrian and bicycle movements and arrangements for control of traffic on roads in accordance with the requirements in MR-C;
- (xii) obtain approval from relevant Authorities for all road and footpath, occupancies, detours and closures. Relevant Authorities may elect to defer or modify road and footpath occupancies, detours or closures due to special events or other high traffic demands. An occupancy licence may be required from relevant Authorities for road and footpath occupancies, detours and closures;
- (xiii) immediately advise the Principal's Representative and the relevant Authorities of any unplanned closure of a lane, shoulder or footpath or a restriction in the flow of pedestrians, cyclists, public transport services or traffic. Details of the closure or restriction and of the schedule for reopening of the lanes, shoulders or footpaths must be provided. The SSJ Contractor must take all required measures to open the lanes, shoulders or footpaths as quickly as possible;
- (xiv) comply with any traffic direction or instruction given by the New South Wales Police Service, a relevant Authority or the Principal's Representative in respect of any traffic and transport management. The New South Wales Police Service, a relevant Authority or the Principal's Representative may,

at any time, instruct the SSJ Contractor to re-open a lane, shoulder or footpath without delay, whether or not that lane, shoulder or footpath was closed by prior agreement. The SSJ Contractor must immediately comply with such instructions;

- (xv) plan and execute the SSJ Contractor's Activities to ensure safe cycling conditions are maintained at all times during the SSJ Contractor's Activities. Temporary or modified facilities for bicycles must comply with the requirements of relevant Authorities;
- (xvi) plan and execute the SSJ Contractor's Activities to ensure safe pedestrian conditions are maintained at all times during the SSJ Contractor's Activities. Temporary or modified facilities for pedestrians must comply with the requirements of relevant Authorities;
- (xvii) plan and execute the SSJ Contractor's Activities to ensure conditions for safe and efficient road based public transport services and operations are maintained at all times during the SSJ Contractor's Activities;
- (xviii) plan and execute the SSJ Contractor's Activities to ensure conditions for safe and efficient use of railway stations by commuters, passengers and other railway station users are maintained at all times during the SSJ Contractor's Activities and minimise impact on these commuters, passengers and other railway station users. Temporary or modified facilities for a railway station must comply with the requirements of relevant Authorities and relevant stakeholders; and
- (xix) maintain bus vehicle access including rail replacement bus access, bus customer access and bus operational requirements at all times during the SSJ Contractor's Activities. Temporary or modified facilities for bus vehicles, bus customers and bus drivers, including supporting infrastructure such as bus stops, shelters and signage, must comply with the requirements of the relevant Authorities and relevant stakeholders including bus operators.

5.19. Special Events

- (a) A "special event" is:
 - (i) a "Special Event" as defined in Management Requirement-PA of the Contract; or
 - (ii) any other local or regional event which generates increased vehicle and/or pedestrian traffic or reduces traffic speed or lowers the capacity of the road network around the Site or any Extra Land.
- (b) Where special events are expected to generate additional vehicle and/or pedestrian traffic in any areas directly or indirectly affected by the Works, the Temporary Works and the SSJ Contractor's Activities, the SSJ Contractor must cooperate with the Principal's Representative and all relevant Authorities and emergency services in relation to the planning and preparation for the special event, to facilitate the special event and any associated traffic and pedestrian flows around the Site or any Extra Land.

- (c) The SSJ Contractor must modify the SSJ Contractor's Activities to accommodate the requirements of special events and perform the SSJ Contractor's Activities so as to minimise any interference with or disruption to any special event or the planning and preparation for any special event.
- (d) The SSJ Contractor must attend any meeting relating to any special event or the planning and preparation for any special event as required and requested by the Principal's Representative.
- (e) The SSJ Contractor must consider any additional security requirements during special events.

5.20. Emergency/Incident Management

- (a) In an emergency event the SSJ Contractor must comply with overarching Sydney Trains Sydenham Station emergency procedures.
- (b) The SSJ Contractor must develop an Emergency and Incident response plan, including updating Sydenham Station specific emergency plans.
- (c) The SSJ Contractor will be required to attend Emergency Planning Committee (EPC) meetings and will be required to provide input information for updating the Sydenham Station Incident Management Plan (SIMP).

5.21. Fire Life Safety

- (a) The SSJ Contractor must develop a Fire and Life Safety concept of operations during construction and it must be agreed with the Principal and Sydney Trains.
- (b) The SSJ Contractor must obtain approval from the Principal and Sydney Trains before isolating any alarm devices, loops or sprinklers, unless otherwise agreed in a Fire Isolation Process. All isolations will require permits signed by Sydney Trains.
- (c) The Rail Emergency Response Unit (RERU) is responsible for completing all fire isolations on Sydney Trains dry assets. RERU will attend site to complete any isolations and will not complete any shunt isolations remotely.
- (d) Areas of fire risks such as plant spaces, electrical switch rooms and store areas must be fire separated with an FRL of at least 60/60/60. For higher risk rooms, an FRL of 120/120/120 must be adopted.
- (e) The SSJ Contractor must carry out regular emergency rehearsals/drills at Sydenham Station with their staff, Sydney Trains and emergency services to test the adequacy of the Fire and Life Strategy and Emergency Procedures.

5.22. Chain of Responsibility

- (a) Contractors must have systems in place to ensure compliance with Chain of Responsibility legislation, including the Heavy Vehicle National Law and regulations at all times. All necessary heavy vehicle approvals and permits (e.g. oversize, over mass, etc.), must be obtained from the relevant road manager. Specific Chain of Responsibility requirements are further outlined in the SM PS-ST-221 Sydney Metro Principal Contractor Health and Safety Standard.

- (b) The SSJ Contractor must take account of and incorporate all applicable, relevant or necessary requirements in relation to the chain of responsibility provisions of the Heavy Vehicle National Law in all aspects of the SSJ Contractor's Activities.
- (c) The SSJ Contractor must hold and document the outcomes of formal risk workshops to identify and assess chain of responsibility risks associated with the SSJ Contractor's Activities and develop mitigation strategies. The formal risk workshops must be held at the start of and progressively at all stages and phases throughout the SSJ Contractor's Activities, The Principal's Representative must be invited to attend and allowed to participate in the formal workshops.
- (d) All heavy vehicle movements must be coordinated with the TfNSW CBD Coordination Office.

5.23. Temporary Works

- (a) The SSJ Contractor must:
 - (i) maintain current levels of service of the station and transport interchange during the installation, use and presence of all Temporary Works;
 - (ii) certify and gain approval from relevant Authorities for the design life of Temporary Works and staged works;
 - (iii) prior to commencing delivery, installation or removal of the Temporary Works or staged works, submit all Design Documentation, including configuration change information as necessary, to the Principal and Independent Certifier for review and approval in accordance with the Contract;
 - (iv) pay all fees relating to Temporary Works and staged works;
 - (v) obtain and keep valid all Authority approvals, configuration change board approvals licenses, permits and the like relating to Temporary Works and staged works; and
 - (vi) ensure that all false work and formwork design is undertaken by a competent structural engineer and the designs are certified in accordance with AS 3610 and:
 - A. where there is any risk to existing rail infrastructure from collapse of the false work or formwork, the SSJ Contractor must ensure that the design of the false work or formwork is independently reviewed in accordance with AS 3610;
 - B. after erection of the false work or formwork and prior to commencement of any concrete pour, the SSJ Contractor must ensure that an inspection is carried out by the structural engineer who provided the design and that a written certification from the structural engineer is provided to the Principal stating that the false work or formwork is compliant with the design and is safe for concrete placement to commence; and
 - C. during the concrete pour, the SSJ Contractor must ensure that the false work or formwork is continuously monitored for deflection and stability to

ensure there is no risk of collapse. If any deflection or instability is found, the SSJ Contractor must immediately stop the concrete pour.

5.24. Sydney airport flight path

- (a) The SSJ Contractor must address the all potential risks associated with undertaking works in the vicinity of Sydney Airport flight path including the following mitigations:
 - (i) Obstacle Limitation Surface (OLS) permits (where required) to stand and operate cranes and other construction plant (Piling Rigs, etcetera). CASA permits and approvals may include crane marking – red and white striping on top 6 metres of crane jib;
 - (ii) airport lighting requirements (low and high density lighting where required). See lighting in the vicinity of aerodromes (Consultation upon lighting, both temporary and permanent to ensure compliance with regulations relating to lighting in the vicinity of aerodromes);
 - (iii) limitations on the type and use of construction laser equipment in the vicinity of aerodromes (Class 1 type if of the 'invisible beam' type, and Class 1 or Class 2 if emitting visible light.); and
 - (iv) dust management, control and containment (mitigation) methods from dust arising from construction and demolition works undertaken in the vicinity of aerodromes.

6. APPENDICES

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Sydney Metro City & Southwest

Sydenham Station and Junction Contract Schedules

Schedule C1

Scope of Works and Technical Criteria
Appendix A1.0
Defined Terms and Acronyms

Sydney Metro City & Southwest – Sydenham Station and Junction

PROJECT	Sydenham Station and Junction (SSJ)	DATE	14 September 2017.
GROUP	Sydney Metro City & Southwest	STATUS	FINAL
AUTHOR	Transport for NSW	REVISION	1.2
COMPANY	Transport for NSW	FILE NUMBER	
FILE NAME	Sydenham Station and Junction (SSJ) SWTC Appendix A1.0 Defined Terms and Acronyms		

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1 Defined terms and acronyms

- (a) Defined terms and acronyms which have been defined in clause 1.1 of the General Conditions have the same meaning where used in this SWTC.
- (b) For the purposes of this SWTC the defined terms and acronyms in Tables 1 and 2 respectively below have the related meanings set out opposite them unless the context requires otherwise.

Term	Meaning
Abnormal Operation	The continuance of Normal Operations incorporating pre-planned changes to the service plan or station operations to accommodate special events or planned maintenance activities.
Acceptable Effects	As given in section 3.2 of the SWTC.
AM Peak	Monday to Friday aligned to a Central Station arrival time between 0700hrs – 0930hrs.
Approval-In-Principle	Written approval which may be conditional on resolution of issues that can be reasonably expected to be resolved within the normal processes of design development.
Approval	Written approval by the Principal's Representative.
Approved FER	The most recent version of the Fire Engineering Report that has written approval and acceptance by the stakeholders listed in section 1.2 (e)(i) of Appendix B5 to the SWTC.
Ambulance Service of NSW	State Government body providing ambulance services.
ARTC Overpass	The existing ARTC freight overpass at Ch 5.550 km.
Asset	An individual element of the Project Works, including those elements of the Projects Works set out in section 4.3 of the SWTC.
ATRICS	Sydney Trains advanced train running and information control system.
Australian Rail Track Corporation (ARTC)	The Federal Government owned company that manages the interstate rail network.
Australian Standard	Standards maintained by Standards Australia.

Term	Meaning
Back of House Area (or BOH)	Operational areas of the stations not accessible to customers.
BCA	Building Code of Australia which forms part of the National Construction Code. It is the building code in force for building developments in NSW, as published by the Australian Building Codes Board.
Bedwin Road Overbridge	The existing bridge which carries Bedwin Road over the Rail Corridor at Ch 4.320km.
Brownfield Rail Works	The elements of the Project Works set out in section 2.3.2.1 of the SWTC.
Brownfield Works	The elements of the Project Works set out in section 2.3.2 of the SWTC.
Canal Underbridge	The existing bridge at Ch 5.646km.
Cause And Effect Matrix	A systematic description within the FER that defines the required actions (including automatic, semi-automatic and operator led) in response to all possible forms and combinations of fire alarm (including automatic and manually initiated). Includes performance requirements for the required interlocks between Fire Safety Systems and the sequence and timing of all steps.
CCALC	A propriety software programme used for cantilever calculations as part of OHW design.
Certificate Of No Objection	A document stating that the person or authority issuing the certificate has no objection or does not object to the content of the document(s) that are the subject of a review.
Chief Warden	The organisation or person who has responsibility for the management of a fire incident at Sydenham Station, covering both Sydney Trains and Sydney Metro City & Southwest areas, until the arrival of FRNSW.
Combined Design Scenario	The combination of a Design Fire Scenario with a Design Egress Scenario.

Term	Meaning
Combined High Challenge Scenario	Either: <ul style="list-style-type: none"> ■ the combination of Design Fire Scenario with a High Challenge Egress Scenario; or ■ the combination of High Challenge Fire Scenario with a Design Egress Scenario; or ■ a Combined Design Scenario where a single system failure is being tested for sensitivity.
Combined Extreme Event Scenario	Either: <ul style="list-style-type: none"> ■ the combination of any category fire scenario with an Extreme Event Egress Scenario; or ■ the combination of an Extreme Event Fire Scenario with any category Egress Scenario.
Construction Management Plan (or CMP)	A plan provided by the SSJ Contractor that describes how it will manage the Site including how it will minimise the risk of a fire incident.
Construction Incident Management Plan (or CIMP)	A plan provided by the SSJ Contractor that describes how it will manage an incident within the Site, including fires.
Crown Certifier	A building certifier providing certificates of compliance for Crown developments on behalf of the Crown in accordance with the NSW Environmental Planning & Assessment Act 1979.
Crown Project	A development on State Government owned land as defined in the NSW Crown Lands Act 1989 and in accordance with the NSW Environmental Planning & Assessment Act 1979.
Crush Loaded Train	Train passenger loading with all seats occupied and 6 passengers/m ² in standing areas (also known as AW4 loading).
Customer Satisfaction Drivers	means timeliness, convenience, safety and security, comfort, accessibility, information, ticketing, cleanliness and customer service.
Customer Centred Design	The design process described in Appendix B9 to the SWTC.
Deemed-To-Satisfy (or DtS)	The BCA term describing the prescriptive provisions which are 'deemed' to satisfy the performance requirements of the BCA.

Term	Meaning
Degraded Operation	The state of continuing train operations with significant unplanned failures, such as track related and communication system failures.
Design Egress Scenario	An emergency egress scenario that could reasonably be expected to occur within the design life time of the infrastructure but with all fire safety measures and systems operating as designed.
Design Fire Scenario	A fire scenario that could reasonably be expected to occur within the design life time of the infrastructure but with all fire safety measures and systems operating as designed.
Design Life	As given in section 4.3 of the SWTC.
Design Review Panel	As given in the Project Planning Approval (Chatswood to Sydenham).
Deterministic Assessment	A Quantitative Assessment where definable inputs are analysed to produce a repeatable output, and statistical variation is not factored in.
Disability Council NSW	The organisation acting as official advisor to the State Government and monitors the implementation of government policy with respect to disability inclusion.
Document Review Register (or DRR)	The register used by the Principal to capture stakeholder review comments.
Down	The direction of trains away from Central Station.
Electrolysis	Corrosion caused by Stray Current, or bimetallic dissimilar metals, producing an electrochemical reaction of a metal with its environment, resulting in the metals progressive degradation or destruction.
Emergency Operation	The state of trains operating in response to a major safety or security related event.
Emergency Services	Any or all of Fire and Rescue NSW (FRNSW), NSW Police Force, Australian Federal Police, Ambulance Service of NSW, and the NSW State Emergency Service (SES).
Existing Bridges	Existing bridges, including culverts and other bridging elements that are within the Site and to be retained without major works.

Term	Meaning
Extreme Event Egress Scenario	An emergency egress event considered beyond credible or of extremely low likelihood, however if the scenario is likely to have a high consequence, it is appropriate to consider if there are reasonably practicable fire safety mitigation measures that can be applied in order to demonstrate SFAIRP.
Extreme Event Fire Scenario	A fire event considered beyond credible or of extremely low likelihood, however if the scenario is likely to have a high consequence, it is appropriate to consider if there are reasonably practicable fire safety mitigation measures that can be applied in order to demonstrate SFAIRP.
Fire Engineering Brief (or FEB)	A document that defines the scope of work for the fire engineering analysis. Its purpose is to set down the basis, as agreed by the relevant stakeholders, on which the fire safety analysis will be undertaken. As described in the IFEG and AS4825 and Appendix B5 to the SWTC.
Fire Engineering Report (or FER)	The core document recording the fire safety design. It records the relevant project parameters, features and safety provisions, design inputs and assumptions, and the concepts behind the design. The FER documents the analysis outcomes and demonstrates and concludes that the fire safety design meets the level of performance and acceptance criteria agreed in the FEB. As described in the IFEG and AS4825 and Appendix B5 to the SWTC.
Fire Hazard Properties	The properties of a material or assembly that indicate how they behave under specific fire test conditions and includes combustibility, average specific extinction area, critical radiant heat flux, flammability index, smoke-developed index, smoke development rate, spread-of-flame index, group number, and smoke growth rate index, as defined in the BCA.
Fire Resistance Level (FRL)	A measure of the fire performance of structural element or barrier expressed in 'theoretical' minutes based on a standardised lab furnace test defined in AS1530.4. Comprises of: structural adequacy (ability to maintain load carrying capacity) / integrity (ability to prevent the spread of flame) / insulation (ability to prevent the passage of heat via conduction).

Term	Meaning
Fire Safety Systems	<p>All systems and measures used to mitigate the risk of fire. Includes:</p> <ul style="list-style-type: none"> ■ integration with fire safety elements of rail systems, rolling stock and operations; ■ means of escape, including exit routes, exit widths, and fire protection of exit routes; ■ fire compartmentation and fire resistance; ■ fire hazard properties of materials; ■ smoke control; ■ fire suppression systems, including sprinklers and gaseous suppression; ■ automatic fire detection; ■ occupant warning systems; ■ emergency lighting and signage; ■ fire fighting access and facilities; ■ first attack firefighting equipment; ■ emergency and other fire related power requirements; ■ fire incident management; and ■ fire related operational requirements, maintenance and housekeeping.
Fire Service Operation	Operating mode for lifts and escalators when the building in which they are contained is in fire alarm, and / or when control has been overridden by the attending fire brigade.
First Attack Firefighting	The operation of fire hose reels, portable fire extinguishers or fire blankets by Occupants in an attempt to extinguish a fire whilst it is still small.
First Responders Emergency Information Kit (or FREIK)	A Sydney Trains document to provide information for emergency services on arrival concerning layout of features and location of services.
Fire Life Safety (or FLS)	The generic term adopted within the transport infrastructure industry describing the field of fire safety engineering.
Fractional Effective Dose (or FED)	A probabilistic time-integrated value used to estimate the accumulated hazard associated with inhalation of toxic gases or heat exposure on people.
Gateline	One or more gate arrays forming a barrier line dividing paid and unpaid areas of a railway station.
Gleeson Avenue Overbridge	The existing bridge which carries Gleeson Avenue over the Rail Corridor at Ch 5.386km.
Hazard	A potential source of harm or adverse effect

Term	Meaning
Help Point	An interface where a customer may request information of assistance from the Operator.
Heritage Council of NSW	The organisation acting as official advisor to the State Government and makes decisions about the care and protection of heritage items and places.
High Challenge Egress Scenario	Emergency egress scenarios that are unlikely to occur during the design life time of the infrastructure but are assessed to test the sensitivity of assumptions made in the development of Design Egress Scenarios.
High Challenge Fire Scenario	Fire scenarios that are unlikely to occur during the Design Life of the infrastructure but are assessed to test the sensitivity of the fire effects and assumptions made in the development of Design Fire Scenarios.
HV Reticulation	The Sydney Metro City & Southwest power supply system containing substations, switchgear and HV cables which: (a) convert HV to LV, incorporating the power transformer with secondary LV terminals; or (b) supply HV to the Traction Power Supply system, incorporating the HV cable to the rectifier transformer input terminals of the Traction Power Supply system.
Human Factors	The discipline that applies knowledge of human capabilities and limitations to the design, operation and maintenance of technological systems.
Inner West Council	The council which covers the former local government areas of Ashfield, Leichhardt and Marrickville.
I/O Schedule	Interface point schedule between exchanging parties that describe the input and output points.
Interchanges	The area where customers access the public transport network, transfer between modes or services, and connect to urban centres as part of their journey.
Interface Schedules	The schedules included as Appendices E1 to E5 of the SWTC detailing the roles and responsibilities between the SSJ Contractor and Interface Contractors.
Interface System	A system which senses an input or output signal from a Source System.
International Fire Engineering Guidelines (IFEG)	The document published by the Australian Building Codes Board in 2005 which describes the fire engineering process.

Term	Meaning
International Standards	The international standards published by the International Organization for Standardization.
Kiss and Ride	A dedicated limited time parking bay near a public transport mode for picking up or dropping off customers.
Likelihood Return Period	An estimate, typically determined through a risk based statistical assessment, of the likelihood of an event occurring within a particular period of time
LoS	The level of service as set out in "Pedestrian planning and design" by John J. Fruin.
Loads	The Sydney Metro City & Southwest electrical power consuming devices or points which are connected to a final sub-circuit of the LV Distribution System.
Load Rating	Structural assessment to determine the safe load carrying capacity of the Asset in accordance with AS5100.7
LV Distribution System	The Sydney Metro City & Southwest LV electrical power distribution equipment from the power transformer secondary side terminals to Loads.
Maximum Operating Speed	The maximum speed that any Rolling Stock may travel at.
Metro Concourse	The new concourse at Metro Station which is described in section 2.3.1.1(b)(ii) of the SWTC.
Metro Corridor Works	The elements of the Project Works set out in section 2.3.1.2 of the SWTC.
Metro Lease Area	The areas defined as MLA-01, MLA-02, MLA-03, MLA-04, MLA-05 and MLA-06 in Schedule E1 to the Contract.
Metro Station	The new station for the Sydney Metro City & Southwest located at Sydenham.
Metro Station and Interchange Works	The elements of the Project Works set out in section 2.3.1.1 of the SWTC.
Metro Utility Service	A Utility Service required for the operation and maintenance of the Metro Station.
Minimum Clear Height (or MCH)	The vertical distance between the finished floor level and the underside of the element of lowest obstruction (excluding suspended signage).

Term	Meaning
Minimum Clear Width (or MCW)	The dimensional criteria stated in this SWTC and further illustrated in the SWTC Drawings and Contract Schedules.
Minimum Dimension (or MD)	The dimensional criteria stated in this SWTC and further illustrated in the SWTC Drawings and Contract Schedules.
Mobility Impaired Person	A person with a temporary or permanent limitation on their physical functioning, mobility, dexterity or stamina that would affect their ability to evacuate in a fire via stairs, escalators or where long travel distances are necessary.
National Construction Code (NCC)	Australian building code which contains the BCA, as published by the Australian Building Codes Board.
New Bridges	All new bridges, including culverts and other bridging elements, which are within the Project Works and constructed on new alignment.
New South Wales Police	The State Government agency responsible for policing in NSW
Normal Load	Those Loads not defined as either Safety Service Loads or Operations Critical Loads.
Normal Operation	The general state of daily running of the trains, taking into account minor delays and disturbances.
Occupants	Any person within a facility who may need to evacuate in a fire event. Includes passengers, members of the public in transit, Sydney Trains staff, Sydney Metro City & Southwest staff, and unauthorised members of public. Excludes emergency services personnel attending the incident.
Operations Critical Load	Those Loads that are required to be kept operational to facilitate normal operations and are not classified as Safety Service Loads.
.pdf	Electronic portable document format conforming with the PDF/A standard.
Peak Hours	7am-9am and 4pm-7pm, Monday to Friday.
Peak Loaded Train	Train passenger loading with all seats occupied and 4 passengers/m ² in standing areas (also known as AW3 loading).

Term	Meaning
Peak-On-Peak Factor	A multiplication factor applied, for the purposes of the fire engineering assessment, to hourly patronage forecast data to account for peaks and surges to patronage within the hour
Place Of Relative Safety	A place considered to provide a comparatively reasonable degree of protection to Occupants from the hazards of a fire event, through means such as physical barriers, separation distance or the effect of other Fire Safety Systems.
Platform Clearance	The time from the first person onto a platform to the last person onto the VT.
Platform Screen Door (or PSD)	A screen door system creating a barrier between a platform and the Rail Corridor.
PM Peak	Monday to Friday aligned to a Central Station departure time between 1600 – 1900hrs
Predicted Effects	As given in section 3.2 of the SWTC.
Primary Plaza	Means in respect of each Metro Station, the publicly accessible area beyond the Gateline to the back of kerb, unless noted otherwise, as identified by Appendix D – SWTC Drawing NWRLSRT-PBA-WAA-AT-DWG-971802
Property Works	The elements of the Project Works set out in section 2.3.5 of the SWTC.
Public Art Management Plan	The plan of that name to be prepared by the SSJ Contractor in accordance Appendix B11 to the SWTC.
Public Art Master Plan	The plan of that name, as updated from time to time in accordance Appendix B11 to the SWTC .
Public Domain	The publicly accessible area beyond the Station Precinct, as defined on SWTC App D5.0
Qualified Fire Engineer (or QFE)	The fire safety engineer engaged by the SSJ Contractor with responsibility for the development of the FLS strategy and the production of all FLS Design Documentation.
Qualitative Assessment	The subjective and non-numerical analysis and evaluation of a given fire scenario or fire safety issue. Typically utilising a logic-based justification.
Quantitative Assessment	The numerical analysis and evaluation of a given fire scenario or fire safety issue. Typically utilising calculation and computer modelling.

Term	Meaning
Rail Corridor Services	Services owned by RailCorp.
Rail Emergency Response Unit (RERU)	Specialist team based next to Central Station, trained to deal with emergency situations, including fire, on the Sydney Trains network.
Rail Infrastructure	All systems, services and structures required for the operation of the rail network.
Reduced Level (or RL)	The reduced level in terms of the survey datum for the Project Works.
Redundancy	<p>Redundancy for a system is defined as 'N-x', where:</p> <ul style="list-style-type: none"> (a) "N" is the number of items, components or sub-systems required to be operational to ensure all Operations Activities can be undertaken; and (b) "x" is the number of items, components or sub-systems that may 'fail' or be removed from service without affecting or reducing the Operations Activities. <p>The term 'fail' above, includes but is not limited to:</p> <ul style="list-style-type: none"> (c) electrical faults; (d) mechanical damage; and (e) fire damage.
Refuge	A location designed to hold and provide protection to Occupants during a fire or other emergency, when evacuation may not be safe or possible.
Replacement Bridges	Existing bridges, including culverts and other bridging elements that are within the Site and to be retained with major works, e.g. superstructure replacement.
Risk	The product of the likelihood and consequence of something, typically negative or adverse, happening.
Rolling Stock	The trains, infrastructure maintenance vehicles and any powered or non-powered vehicle that can be moved on the Rail.
Safety Service Load	Those Loads as defined by AS/NZS 3000 – Australian/New Zealand Wiring Rules.
Secondary Plaza	Means in respect of each Metro Station, the publicly accessible area beyond the Primary Plaza to the back of kerb, unless noted otherwise, as identified by SWTC App D5.0

Term	Meaning
Section 73	A Section 73 is a compliance certificate issued by Sydney Water Corporation confirming that the development complies with Sydney Waters Notice of requirements under Section 78 of the Sydney Water Act.
Site Incident Management Plan (or SIMP)	A Sydney Trains document designed to provide an easy to follow process for staff to respond to any incident that may occur on the site until the appropriate emergency service agency arrives to assume control.
So Far As Is Reasonably Practicable (SFAIRP)	The risk management principle whereby the degree of risk in a particular situation can be balanced against the time, trouble, cost and physical difficulty of taking measures to avoid the risk.
Source System	A system which provides an input or output signal to the Interfacing System.
Special Event	As defined in section 5.19 of the SWTC.
Station and Precinct Maintenance Plan	A document which outlines the required provisions of access and maintenance for the Metro Station, Station Precinct and Public Domain.
Station Precinct	means, in respect of each Metro Station, the area comprising the Primary Plaza & Secondary Plaza
Stray Current	The current produced by the Traction Power Supply system that follows paths other than the Traction Return circuit.
SSC Works	The south west stations and corridor works included in the Sydney Metro City & Southwest project.
SWTC Drawings	The drawings in Appendix D to the SWTC.
Sydenham Bridge Works	The elements of the Project Works set out in section 2.3.2.3 of the SWTC.
Sydenham Civil Depot	The existing depot operated and maintained by Sydney Trains located off Railway Parade south of Sydenham Station.
Sydenham Junction	The existing rail junction to the north of Sydenham Station.
Sydenham Junction Works	The elements of the Project Works set out in section 2.3.2.2 of the SWTC.

Term	Meaning
Sydenham Pit	The heritage listed stormwater drainage pit located to the north of Sydenham Station, adjacent to Garden Street and Shirlow Street
Sydenham Station	The existing Sydney Trains operated railway station located at Sydenham, and bounded by Railway Parade on the north-west side and Burrows Avenue on the south-east side.
Sydney Metro Works	The elements of the Project Works set out in section 2.3.1 of the SWTC.
Sydney Water Notice of Requirements (or NOC)	This is a letter from Sydney Water Corporation or an authorised Water Servicing Coordinator stating Sydney Water's development requirements to achieve the Section 73 certificate.
Tolerable	A descriptor of a risk level as defined in the TfNSW North West Rail Link Integrated Management System (IMS) Project Safety Management Plan (PSMP) Safety Risk Management Standard
Traction Power Supply	A power supply system containing substations with rectification equipment to convert high voltage AC power to DC including all protection, control and isolation equipment. The Traction Power Supply provides power to the trains via electrification equipment.
Traction Return	A circuit forming the return leg of traction current from Rolling Stock to the Traction Power Supply. The circuit includes the main traction return bar at a traction substation and the cable connection to the running rails.
Traffic and Transport Liaison Group	<p>A group to address specific community/ stakeholder consultation process and community relations for managing changed traffic conditions. The group will meet regularly during the construction period (monthly) and will involve stakeholders, including:</p> <ul style="list-style-type: none"> • Roads and Maritime • Principal • Emergency Services (includes RFS and SES) • Relevant Local Councils • Taxi Council • Trucking associations • Pedestrian and cycle groups

Term	Meaning
Transport Management Centre (or TMC)	The department within TfNSW responsible for the monitoring and management of the NSW State road network, and the monitoring and coordination of Sydney's public transport operations across trains, buses, ferries and light rail.
Uncontrolled Evacuation	an evacuation of passengers / commuters without the assistance of trained staff or emergency services.
Up	The direction of trains towards Central Station.
Vertical Transport (or VT)	Lifts, escalators, stairs and ramps, and banks of each.
Water Efficiency Labelling and Standards (or WELS)	a mandatory labelling scheme identifying the water efficiency of all tapware and water consuming equipment.
Water Servicing Coordinator (or WSC)	A person or firm authorised by Sydney Water Corporation to provide a service or perform work in relation to Sydney Water Corporation's infrastructure.
XPT Access Footbridge	The existing footbridge providing access to the XPT Maintenance Facility, located at Ch 5.637km.

Table 2 – Acronyms

Term	Meaning
ABWF	architectural builder's works and finishes
AC	alternating current
ACB	air circuit breaker
AEP	annual exceedance probability
AFA	automatic fire alarm
AFFL	above finished floor level
AFIL	audio frequency induction loop system
AGS	Association of Geotechnical and Geoenvironmental Specialists.
AHD	Australian Height Datum.
AHU	air handling unit
AI	analogue input
AMI	Asset Management Information
AMS	advanced migration train control System
AO	analogue output
ARI	average recurrence interval.
AR&R	Australian Rainfall and Runoff.
ARS	automatic route setting
AS	Australian Standard
AS/NZS	Australian / New Zealand Standard
ATM	automatic teller machine.
ATO	automatic train operation.
ATP	automatic train protection.
ATS	automatic train supervision.
BMS	building management system
BOWS	building occupant warning system

Term	Meaning
BS	building services
CBMS	condition based monitoring system
CBI	computer based interlocking.
CBTC	communications based train control.
CCB	Configuration Change Board
CCR	central control room.
CCS	central control system
CCTV	closed circuit television system
CP	control panel
CLD	cash load device.
COM	communication system
CPTED	crime prevention through environmental design.
CRP	customer reference panel
CSD	combined services drawings
CSM	central station main works
CSR	combined services route
DAS	distributed antenna system.
DBT	design basis threat
DC	direct current
DCS	data communications system
DDA	Disabled Discrimination Act
DEC	distributed equipment cabinet
DI	digital input
DLA	dynamic load allowance.
DO	digital output

Term	Meaning
DP switch	double pole switch
DSAPT	Disability Standards for Accessible Public Transport
DVA	digital voice announcements
E&M	electrical and mechanical
EAC	electronic access control
EACS	electronic access control systems.
ECS	environmental control system
EMC	electromagnetic compatibility
EMI	electromagnetic interference
EPA	NSW Environment Protection Authority
ERP	end return panel
Ess	essential supply / emergency stop switch
ESS	electronic security system
ETCS	European train control system
ETS	electronic ticketing system
EWD	end walkway door
FCR	fire control room
FLS	fire and life safety.
FP	fixed panel
FTE	full time equivalent.
GDA	Geocentric Datum of Australia.
GPO	general purpose outlet.
HazID	hazard identification
HMI	human machine interface
HV	high voltage

Term	Meaning
HVAC	heating, ventilation and air-conditioning
HWU	head wall unit
IAP	Interchange Access Plan
IBP	integrated backup panel
IDDP	interlocking data development plan
IDF	intermediate distribution frame
IDS	intrusion detection system
IMC	interface marshalling cubicle
IRJ	insulated rail joint
IRS	interface requirements specification
I/O	input output
IP	internet protocol
IRS	interface requirement specification
LAN	local area network
LLPA	long line public address
LOP	level of protection
LMCP	local motor control panel
LV	low voltage
MC	marshalling cubicle
MCB	miniature circuit breaker
MCC	motor control centre
MGF	mechanical gap filler
MIV	motorised isolation valve
Non-ESS	non-essential supply
NOR	Notice of Requirements

Term	Meaning
OA LAN	office automation
O&M	operations and maintenance
O&MM	operations and maintenance manual
OCC	operations control centre
OHW	overhead wiring.
OHWS	overhead wiring structures.
ONRSR	Office of the National Rail Safety Regulator
OSD	over site development.
PA	public address.
PAS	public address system
PCA	Plumbing Code of Australia
PCS	power control system
PCS PLC	power control system programmable logic controller
PCS RI/O	power control system remote input / output
PEKS	platform emergency key switch
PI	pulse input
PIDS	passenger information display system
PLC	programmable logic controller
PIN	personal identification number
PgMT	programming and maintenance terminal
PMF	probable maximum flood.
PSD	platform screen doors
PSFR	probable simultaneous flow rate
PTW	permit –to-work
PV	photovoltaic

Term	Meaning
RAD	radio system
RAMS	reliability, availability, maintainability and safety.
RC	rolled channel
RCCB	residual current circuit breaker
RI/O	remote input/output unit
RMS	Roads and Maritime Services.
SCR	station control room
SCpR	station computer room
SEM	structural electrical and mechanical drawings
SER	signalling equipment room
SSM	self service machines
SFAIRP	So Far As Is Reasonably Practicable
SIG	signalling
S/O	socket outlet
SOE	sequence of event
SPN	single pole and neutral
SSC	southwest station and corridor
SSJ	Sydenham station & junction
SW	switch
SWC	Sydney Water Corporation
TB	terminal block
TBS	telecom block wiring system
TCP/IP	transmission control protocol/internet protocol
TMC	traffic management centre
TOC	train operating condition

Term	Meaning
TP	traction power
TPN	triple pole and neutral
TLS	train location system
TVF	tunnel ventilation fan
TVS	tunnel ventilation system
TWU	tail wall unit
UHF	ultra high frequency.
UPS	uninterruptible power supply
VAC	ventilation and air conditioning
VDU	visual display unit
VTS	vertical transport system



Sydney Metro City & Southwest

Sydenham Station and Junction Contract Schedules

Schedule C1

Scope of Works and Technical Criteria

Appendix A2.0

Minimum Codes and Standards for Sydney
Metro Works

Sydney Metro City & Southwest – Sydenham Station and Junction

PROJECT	Sydenham Station Junction (SSJ)	DATE	14 September 2017
GROUP	Sydney Metro City & Southwest	STATUS	FINAL
AUTHOR	Transport for NSW	REVISION	1.1
COMPANY	Transport for NSW	FILE NUMBER	
FILE NAME	SSJ SWTC Appendix A2.0 Minimum Codes and Standards for Sydney Metro Works		

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1 Overview and scope

1.1. General

- (a) This Appendix A2.0 provides the minimum codes and standards that SSJ Contractor must utilise to design, procure, build, test and commission the Sydney Metro Works.
- (b) The SSJ Contractor's compliance with these codes and standards must be confirmed by the integration of the design for the Sydney Metro Works with Interface Contractors, and Other Contractors.

1.2. Definitions

Term	Definition
Acts	An Act is a statute or law passed by both Houses of Parliament that has received Royal Assent. Acts are also known as primary legislation.
Regulations	Most Regulations are made under an Act of Parliament and are classified as legislative instruments. Regulations are common form of secondary legislation.
Secondary Legislation	Secondary legislation, also referred to as delegated or subordinate legislation, is legislation enabled or authorised by primary legislation (generally an Act of Parliament). These comprise of Regulations, Code, By-Laws, Rules, etc.

2 General standards and guidelines

2.1 Acts and Secondary Legislation

(a) The Acts and Regulations to be used, as a minimum, must include the following:

Title of Standard or Guideline
The full list of NSW Government Acts and Regulations in force can be found on NSW Government website http://www.legislation.nsw.gov.au/
The full list of Federal Acts and Regulations (as Legislative Instruments) can be found on Federal Government website: https://www.legislation.gov.au/
Australian Regulation Ozone Protection and Synthetic Greenhouse Gas (SGG) Management Regulations 1995
<u>Disability Standards for Accessible Public Transport 2002</u> (made under subsection 31 (1) of the Disability Discrimination Act 1992)
<u>Disability (Access to Premises — Buildings) Standards 2010</u> (made under subsection 31 (1) of the Disability Discrimination Act 1992)
<u>Electricity (Consumer Safety) Regulation 2015</u>
<u>Electricity Supply (Corrosion Protection) Regulation 2014</u>
<u>Electricity Supply (Safety and Network Management) Regulation 2014</u>
<u>Electricity Supply Act 1995 No. 94</u>
<u>Energy Efficiency Opportunities (Repeal) Act 2014</u>
<u>EPA Guidelines under the Contaminated Land Management Act 1997</u>
<u>Federal Disability Discrimination Act 1992</u>
<u>National Construction Code 2016</u>
<u>National Greenhouse and Energy Reporting Act 2007</u>
<u>NSW Environmental Planning and Assessment Act (1979)</u>
<u>NSW Environmental Planning and Assessment Regulations (2000)</u>
<u>NSW Road Noise Policy (DECCW 2011)</u>
NSW Service and Installation Rules
<u>Protection of the Environment Operations (General) Regulations</u>
<u>Protection of the Environment Operations Act (1997)</u>
<u>Rail Safety National Law (NSW) 2012</u>
<u>Rail Safety National Law National Regulations 2012</u> - Made under the Rail Safety National Law (NSW)

Title of Standard or Guideline
<u>Sydney Water Act 1994</u>
<u>The National Counter Terrorism Plan and the Anti-Terrorism Act (No 2) 2005</u>
<u>Transport Security (Counter Terrorism) Act 2008 (Cth)</u>
<u>Water NSW Act 2014</u>
<u>Work Cover WHS Codes of Practice</u>
<u>Work Health and Safety Act 2011 No 10</u>
<u>Work Health and Safety Regulation 2011</u>

2.2 Track Engineering

Reference of the Standard	Title
ASA / RailCorp Civil Standard ESC 200	Track System
ASA / RailCorp Civil Standard ESC 210	Track Geometry and Stability
ASA / RailCorp Civil Standard ESC 215	Transit Space
ASA / RailCorp Civil Standard ESC 220	Rail and Rail Joints
ASA / RailCorp Civil Standard ESC 230	Sleepers and Track Support
ASA / RailCorp Civil Standard ESC 240	Ballast
ASA / RailCorp Civil Standard ESC 250	Turnouts and Special Trackwork
ASA / RailCorp Civil Standard ESC 361	Buffer Stops
ASA / RailCorp Civil Standard ESC 362	Track Slabs
ASA / RailCorp Civil Standard ESC 420	Track Drainage
BS EN 1990 – 2002	Eurocode - Basis of Structural Design.
BS EN 1991-1-1 - 2002	Eurocode 1: Actions on Structures – Part 1-1: General actions – Densities, self-weight and imposed loads
BS EN 1991-1-4 - 2005	Eurocode 1: Actions on structures – General actions – Wind actions
BS EN 1991-1-5 - 2003	Eurocode 1: Actions on structures – General actions – Thermal actions
BS EN 1991-1-7 – 2006	Eurocode 1: Actions on structures – Part 1-7: General actions – Accidental actions
BS EN 1991-2 - 2003	Eurocode 1: Actions on structures – Part 2: Traffic loads on bridges
BS EN 1992-1-1 – 2004	Eurocode 2: Design of concrete structures – Part 1-1: General – Common rules for building and civil engineering structures
BS EN 1992-2 – 2005	Eurocode 2: Design of concrete structures – Part 2: Bridges
BS EN 206 - 2013	Concrete – Specification, Performance, Production and Conformity
BS EN 1993-1-1 – 2005	Eurocode 3: Design of steel structures - general rules and rules for buildings
BS EN 1993-1-5 - 2006	Eurocode 3: Design of steel structures - plated elements
NWRL-10013-MANU-DE-00024	TfNSW CAD Manual

Reference of the Standard	Title
RailCorp Engineering Specifications SPC 234	Resilient Fastenings
RailCorp Engineering Specifications SPC 235	Resilient Baseplates

2.3 Signalling (CBTC)

2.3.1 General Standards or Guidelines

Reference of the Standard	Title
BS 7000-5	Design Management Systems
BS 376	Railway Signalling Symbols
BS EN ISO 6385: 2004	Ergonomic principles in the design of work systems
MOD Defence Standard 00-25	Human Factors for Designers of Equipment – Design for Maintainability
ISO 9000 and ISO 9001	Quality Management
ISO 14001:2004	Environment management system specification
BS EN 62402:2007	Obsolescence management - Application guide
ISO/IEC 27002:2005	Information technology - Security techniques - Code of practice for information security management
ISO/IEC 27005:2011	Information technology - Security techniques - Information security risk management
HDBK-217F	Military handbook: reliability prediction of electronic equipment
MIL-HDBK-338B	Military handbook: electronic reliability design SAA
SAA HB59-1994	Ergonomics - the Human Factor - a Practical Approach to Work Systems Design
EN 10012	Measurement management systems. Requirements for measurement processes and measuring equipment

2.3.2 ATC specific standards

Reference of the Standard	Title
IEEE 1474.1-2004	IEEE Standard for Communications-Based Train Control (CBTC) Performance and Functional Requirements
IEEE 1474.2-2003	IEEE Standard for User Interface Requirements in Communications-Based Train Control (CBTC) Systems
EN 62290-1:2006	Urban guided transport management and command/control systems. System principles and fundamental concepts
BS EN 62267:2011	Automated urban guided transport (AUGT). Safety requirements
1474.2-2003	IEEE Standard for User Interface Requirements in Communications-Based Train Control (CBTC) Systems

2.3.3 DCS specific Standards

Reference of the Standard	Title
BS EN 50159-2:2001	Railway applications. Communication, signalling and processing systems. Safety related communication in open transmission systems
IEEE 802.11.a,b,g,n	IEEE Wireless Local Area Networks
IEEE 802.3	IEEE Standard for Information technology – Telecommunications and information exchange between systems – Local and metropolitan area networks

2.3.4 RAMS standards

Reference of the Standard	Title
EN 50126:1999	Railway Applications - The specification and demonstration of Reliability, Availability, Maintainability and Safety (RAMS)
EN 50129	Railway Applications: Safety related electronic systems for signalling
BS EN 50159:2010	Railway applications. Communication, signalling and processing systems. Safety-related communication in transmission systems
EN 60950	Safety of information technology equipment, including electrical business equipment
IEC 62380	Reliability data handbook: Universal model for reliability prediction of electronics components, PCBs and equipment
IEC 62278	Railway applications: Specification and demonstration of reliability, availability, maintainability and safety
IEC 60300-3 (1, 3, 4, 10, 11, 12, 14)	Dependability management
IEC 61078	Analysis techniques for dependability– Reliability block diagram and Boolean methods
IEC 61165	Application of Markov techniques
IEC 61025	Fault tree analysis (FTA)
IEC 60812	Analysis techniques for system reliability – Procedure for failure mode and effects analysis (FMEA)
MIL HDBK 470	Designing and developing maintainable products and systems
MIL HDBK 472	Maintainability Prediction
MIL HDBK 189	Reliability growth Management
IEC 61164	Reliability growth: Statistical test and estimation method
IEC 60050 191-05	International Electro-technical Vocabulary, “Dependability & Quality of Service”
IEC 61124	Reliability testing – Compliance tests for constant failure rate and constant failure intensity
MIL HDBK 781	US Department of Defence Handbook for Reliability Test Methods, Plans and environments for Engineering, Development, Qualification and Production, 1996
IEC 60706-3	Maintainability of equipment - Part 3: Verification and

	collection, analysis and presentation of data
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2.3.5 Software and Electronic related Standards

Reference of the Standard	Title
EN 50128: 2001	Railway applications - Communication, signalling and processing systems
EN 61508-3:2010	Functional safety of electrical/electronic/programmable electronic safety-related systems - Part 3: Software requirements
EN 61508-4	Functional Safety - Standards
IEEE 830	IEEE Recommended Practice for Software Requirements Specifications
IEEE 1012	IEEE Standard for System, Software and Hardware Verification and Validation
IEEE 1016	IEEE Standard for Information Technology—Systems Design—Software Design Descriptions
IEC 62279	Railway applications: Communications, signalling and processing systems Software for railway control and protection systems
IEC 62425	Railway applications: Communication, signalling and processing systems Safety related electronic systems for signalling
IEC 62280 (1 and 2)	Railway applications: Communication, signalling and processing systems
IEC 60706-2	Maintainability of equipment– Part 2: Maintainability requirements and studies during the design and development phase
IEC 12207	Systems and software engineering — Software life cycle processes
IEC 15504	Information technology — Process assessment
IEC 9126	Software engineering — Product quality
IEC 61375	Train Communication Network
IEC 15288	Systems and software engineering – System Life Cycle Processes
IEEE 610-12	IEEE Standard Glossary of Software Engineering Terminology
IEEE 730	IEEE Standard for Software Quality Assurance Processes
IEEE 828	IEEE Standard for Configuration Management in Systems and Software Engineering
IEEE 830	IEEE Recommended Practice for Software Requirements Specifications
ISO 10007:2003	Quality management systems – Guideline for Configuration Management
ISO 90003:2004	Software Engineering– Guidelines for the application of ISO 9001:2000 to computer software

2.3.6 Software and Electronic related Standards

Reference of the Standard	Title
BS 7671	Requirements for Electrical Installations. IET Wiring Regulations
AS3000 AS/NZS 3000:2007	Electrical installations

Reference of the Standard	Title
AS60038:2012	Standard voltages
BS EN 61439-1:2011	Low-voltage switchgear and control gear assemblies: General rules
EN 60439-1	Low-voltage Switchgear and Control gear Assemblies
IEC 60934	Circuit –breaker for equipment (CBE)
BS 88	Fuses
IEC 61643-1	Surge Protective Devices
EN 50124-1	Railway applications– Insulation coordination Part 1: Basic requirements – Clearances and creepage distances for all electrical

2.3.7 EMC Related Standards

Reference of the Standard	Title
BS EN 50121-1:2006	Railway Applications – EMC Part 1: General
BS EN 50121-2	Railway Applications – EMC Part 2: Emission of the Whole Railway System to the Outside World
BS EN 50121-3-1	Railway Applications – EMC Part 3-1: Rolling stock – Train and Complete Vehicle
BS EN 50121-3-2:2006	Railway Applications – EMC Part 3.2: Rolling Stock - Apparatus
BS EN 50121-4:2006	Railway Applications – EMC Part 4: Emission and Immunity of the Signalling and Telecommunications Apparatus
BS EN 50121-5	Railway Applications – EMC Part 5: Emission and Immunity of Fixed Power Supply Installations and Apparatus
BS EN 50122-1	Railway Applications – Fixed Installations – Part 1: Protective Provisions Relating to Electrical Safety and Earthing
BS EN 55022	Information Technology Equipment – Radio Disturbance Characteristics–Limits and Methods of Measurement
IEC 60870-2-1	Telecontrol Equipment and Systems – Part 2: Operating Conditions Section 1: Power Supply and Electromagnetic Compatibility
IEC 61000-4-1	Electromagnetic Compatibility (EMC) – Part 4-1: Testing and Measurement Techniques: Overview of IEC 61000-4 series
IEC 61000-4-2	Electromagnetic Compatibility (EMC) – Part 4-2: Testing and Measurement Techniques: Electrostatic Discharge Immunity Test
IEC 61000-4-3	Electromagnetic Compatibility (EMC) – Part 4-3: Testing and Measurement Techniques: Radiated, Radio-Frequency, Electromagnetic Field Immunity Test
IEC 61000-4-4	Electromagnetic Compatibility (EMC) – Part 4-4: Testing and Measurement Techniques: Electrical Fast Transient/Burst Immunity Test
IEC 61000-4-5	Electromagnetic Compatibility (EMC) – Part 4-5: Testing and Measurement Techniques: Surge Immunity Test

Reference of the Standard	Title
IEC 61000-4-6	Electromagnetic Compatibility (EMC) – Part 4-6: Testing and Measurement Techniques: Immunity to Conducted Disturbances, Induced by Radio-Frequency Fields
IEC 61000-4-8	Electromagnetic Compatibility (EMC) – Part 4-8: Testing and Measurement Techniques: Power Frequency Magnetic Field Immunity Test
IEC 61000-4-11	Electromagnetic Compatibility (EMC) – Part 4-11: Testing and Measurement Techniques: Voltage Dips, Short Interruptions and Voltage Variations Immunity Tests
IEC 61000-4-16	Electromagnetic Compatibility (EMC) – Part 4-16: Testing and measurement techniques – Test for Immunity to Conducted, Common Mode Disturbances in the Frequency Range 0 Hz to 150 kHz
IEC 61000-5-2	Electromagnetic Compatibility (EMC) – Part 5: Installation and Mitigation Guidelines Section 2: Earthing and Cabling
IEC 62040-2	Uninterruptible Power Systems (UPS) - Part 2: Electromagnetic Compatibility (EMC) requirements - Edition 2
AS/NZS 61000.3.6	Electromagnetic Compatibility (EMC) – Part 3.6: Limits Assessment of emission limits for the connection of distorting installations to MV, HV and EHV power systems
AS/NZS 61000.3.7	Electromagnetic compatibility (EMC) Part 3.6: Limits Assessment of emission limits for the connection of fluctuating installations to MV, HV and EHV power systems
AS/NZS 61000.6.1	Electromagnetic Compatibility (EMC) – Part 6.1: Generic Standards — Immunity for Residential, Commercial and Light-industrial Environments
AS/NZS 61000.6.2	Electromagnetic Compatibility (EMC) – Part 6.2: Generic Standards — Immunity for Industrial Environments
AS/NZS 61000.6.3	Electromagnetic Compatibility (EMC) – Part 6.3: Generic Standards — Emission Standard for Residential, Commercial and Light-industrial Environments
AS/NZS 61000.6.4	Electromagnetic Compatibility (EMC) – Part 6.4: Generic Standards – Emission Standard for Industrial Environments
AS/NZS 4778	Electromagnetic Compatibility for Radio Communications Equipment
AS/NZS 4251.1	EMC – Generic emission standard – Residential, commercial and light industry
AS/NZS 4252.1	EMC – Generic immunity standard – Residential, commercial and light industry
BS 7430	Code of practice for earthing
IEC 60801 EN 60801	EMC-Immunity
VDE 0875 EN 60555	EMC-Emission
EN 62305 (1 to 3)	Protection against lightning

Reference of the Standard	Title
EN 50081-2	Electromagnetic compatibility – Generic standards Emission standard for industrial environments
EN 50153	Railway applications– Rolling stock– Protective provisions relating to electrical hazards
EN 50204	Radiated electromagnetic field from digital radio telephones. Immunity test
ETS 300 683	ETS 300 Standards for Radio equipment and systems (RES) and Short Range Devices (SRD) operating on frequencies between 9 kHz and 25 GHz
CLC/TS 50238-3	Railway Applications - Compatibility Between Rolling Stock And Train Detection Systems

2.3.8 Materials related Standards

Reference of the Standard	Title
BS 469:1995	Specification for railway signalling lamps
BS 1376:1974	Specification for colours of light signals
BS 3900	Methods of test for paints
BS 4568:1970	Specification for steel conduit and fittings with metric threads of ISO form for electrical installations.
BS 7371-12:2008	Coatings on metal fasteners — Part 12: Requirements for imperial fasteners
BS EN 50125-3:2003	Railway Applications - Environmental conditions for equipment Part 3: Equipment for signalling and telecommunications
BS EN 50155:2007	Railway Applications - Electronic equipment used on rolling stock
BS EN 60529:1992	Degrees of Protection Provided by Enclosures (IP Code)
BS EN ISO 1456:2009	Metallic and other inorganic coatings - Electrodeposited coatings of nickel, nickel plus chromium, copper plus nickel and of copper plus nickel plus chromium
BS EN ISO 1461	Hot dip galvanized coatings on fabricated iron and steel articles - Specifications and test methods
BS 7371-12	Coatings on metal fasteners
IEC 61373	Railway applications - Rolling stock equipment - Shock and vibration tests
IEC 61643-1	Low-voltage surge protective devices – Part 1: Surge protective devices connected to low-voltage power distribution systems–Requirements and tests
SC00220000	Environment conditions
AS/ACIF S0008	Requirements for customer cabling products
EN 60947-4	Specification for contactors
IEC 60146	Semi-conductor Converters
EN 55024	Information technology equipment– Immunity characteristics– Limits and methods of measurement
IEC 60571	Railway applications – Electronic equipment used on rolling stock
IEC 61191 (1 and 3)	Printed board assemblies
EN 60332-1-2	Tests on electric and optical fibre cables under fire conditions– Part 1-2: Test for vertical flame

Reference of the Standard	Title
	propagation for a single insulated wire or cable– Procedure for 1 kW pre-mixed flame.
EN 50267-2-2	Common test methods for cables under fire conditions– Test on gases evolved during combustion of materials from cables– Part 2-2: Procedures– Determination of degree of acidity of gases for materials by measuring pH and conductivity
EN 50268	Common test methods for cables under fire conditions– Measurement of smoke density of cables burning under defined conditions
IEC 60068	Environmental testing
IEC 61086 (1, 2 and 3-1)	Coatings for loaded printed wire boards (conformal coatings)
ISO 9227	Corrosion tests in artificial atmospheres Salt spray tests
NF F 63-808	Railway Rolling Stock– Halogen Free, Electrical Conductors And Cables With Thin Insulation And Protective Layers

2.3.9 Installation Related Standards

Reference of the Standard	Title
BS EN 50122-1:2011+A1:2011	Railway Applications - Fixed installations - Part 1: Protective provisions relating to electrical safety and earthing
AS/ACIF S0009	Installation requirements for Customer Cabling (Wiring Rules)

2.3.10 Installation Related Standards

Reference of the Standard	Title
BS EN 61558	Safety of power transformers, power supplies, reactors and similar products
BS EN 62040	Uninterruptible power systems (UPS)
IEC 60076	Power transformers
IEC 60146	Semiconductor converters - General requirements and line commutated converters - Part 1-1: Specification of basic requirements
EN 50091	Specification for Uninterruptable power systems (UPS)
BS 3535 EN 60742	Isolating Transformers

2.4 Communications

2.4.1 COM Standards

Reference of the Standard	Title
IEC 62290-1	Railway applications - Urban guided transport management and command/control systems - Part 1: System principles and fundamental concepts
IEC 60118-4	Electroacoustic - Hearing aids - Part 4: Induction-loop systems for hearing aid purposes - System performance requirements
IEC 60512-4	Electromechanical components for electronic equipment; basic testing procedures and measuring methods - part 4: dynamic stress tests
IEC 60512-2	Electromechanical components for electronic equipment; basic testing procedures and measuring methods. - Part 2: General examination, electrical continuity and contact resistance tests, insulation tests and voltage stress tests
IEC 60268 (Part 1 to 17)	Sound System Equipment
IEEE 1474	IEEE Standard for Communications-Based Train Control (CBTC) Performance and Functional Requirements
BS 5839 - 8	Fire detection and fire alarm systems for buildings. Code of practice for the design, installation, commissioning and maintenance of voice alarm systems
AS 1607.4	Fire detection, warning, control and intercom systems—System design, installation and commissioning
AS 4806	Closed circuit Television set standards
AS 60849	Sound systems for emergency purposes (IEC 60849:1998 MOD)
AS 60118.4	Hearing aids - Magnetic field strength in audio-frequency induction loops for hearing aid purposes
EN 60950	Information technology equipment - Safety - Part 1: General requirements
RFC 1305	Network Time Protocol (Version 3) Specification, Implementation and Analysis

2.4.2 Network Standards

Reference of the Standard	Title
RFC 1305	Network Time Protocol (Version 3) Specification, Implementation and Analysis
IEEE 802.3	Ethernet
IEEE 802.3u	Fast Ethernet
IEEE 802.3z	Gigabit Ethernet
IEEE 802.1D	Transparent Bridging/Spanning Tree Protocol
IEEE 802.1p	Protocol Prioritisation
IEEE 802.1Q	VIRTUAL LANs
IEEE 802.1x	Port Based Network Access Control
IEEE 802.3ad	Link Aggregation
IEC 60950-1	Safety of information technology equipment
ISO/IEC 8802-3	Information technology – telecommunications and information exchange between systems – local and metropolitan area networks – specific requirements

2.4.3 Process Standards

Reference of the Standard	Title
ISO 9001	Quality management systems - Requirements
ISO 10007	Quality management systems -- Guidelines for configuration management
ISO 14001	Environmental management systems - specification with guidance for use
ISO 14004	Environmental management systems - general guidelines on principles, systems and supporting techniques
ISO 55000	Asset management -- Overview, principles and terminology
ISO 55001	Requirements
ISO 55002	Guidelines on the application of ISO 55001
ISO/IEC 12207	Systems and Software Engineering – Software life cycle process

Reference of the Standard	Title
ISO/PAS 16739	Industry Foundation Classes, Release 2x, Platform Specification (IFC2x Platform)
BS EN 62402	Obsolescence Management
BS 1192	Collaborative production of architectural, engineering and construction information. Code of practice

2.4.4 Materials and Workmanship Related Standards

Reference of the Standard	Title
AS 60529	Degrees of Protection Provided by Enclosures (IP Code)
AS/NZS 60898	Electrical accessories. Circuit breakers for overcurrent protection for household and similar installations
AS/NZS 61008	Residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCCBs)
EN 50173-1	Information technology - Generic cabling systems - Part 1: General requirements
BS 1449-1	Steel plate, sheet and strip. Specification for carbon and carbon-manganese plate, sheet and strip. General Specification.
AS/NZS 3000	Electrical Installations
IEC 61034-2	Measurement of smoke density of cables burning under defined conditions - Part 2: Test procedure and requirements
IEC 60227-1	PVC insulated cable or rated voltage up to and including 450/750V
IEC 60228	Conductors of insulated cables
IEC 60287	Electric Cables – Calculation of the current rating
IEC 60331-25	Tests for Electric Cables under Fire Conditions - Circuit Integrity - Part 25: Procedures and Requirements - Optical Fibre Cables
IEC 60332-1	Test of electric cables under fire conditions
IEC 60332-3	Test of electric cables under fire conditions
IEC 60096	Radio frequency cables
IEC 60169	Radio frequency connectors

Reference of the Standard	Title
IEC 60189	Low frequency cables and wires with PVC insulation and PVC sheath
IEC 60754-1	Test on gases evolved during combustion of electric cables
IEC 60754-2	Test on gases evolved during combustion of materials from cables - Part 2: Determination of acidity (by pH measurement) and conductivity
IEC 60793-1-1	Optical fibres - Part 1-1: Measurement methods and test procedures - General and guidance
IEC 60793-2	Optical fibres: Part 2 – Product specifications general
IEC 60794-1-1	Optical fibre Cables - Part 1-1: Generic specification - General
IEC 60874-1	Fibre optic interconnecting devices and passive components - Connectors for optical fibres and cables - Part 1: Generic specification

2.4.5 RAMS Standards

Reference of the Standard	Title
EN 50128	Railway applications - Communication, signalling and processing systems - Software for railway control and protection systems
IEC 27002	Information technology -- Security techniques -- Code of practice for information security controls
IEC 27005	Information Technology Security Techniques Information Security Risk Management
Reference of the Standard	Title

2.4.6 EMC Related Standards

Reference of the Standard	Title
IEC 61000-4-1	Testing and measurement techniques section 1 : Overview of IEC 61000-4 series
IEC 61000-4-2	Testing and measurement techniques section 2 : Electrostatic discharge immunity test
IEC 61000-4-3	Testing and measurement techniques section 3 : Radiated, radio-frequency, electromagnetic field immunity test
IEC 61000-4-4	Testing and measurement techniques section 4 : Electrical fast transient / burst immunity test
IEC 61000-4-5	Testing and measurement techniques section 5 : Surge immunity test

Reference of the Standard	Title
IEC 61000-4-6	Testing and measurement techniques section 6 : Immunity to conducted disturbances, induced by radio frequency fields
IEC 61000-4-8	Testing and measurement techniques section 8 : Power frequency magnetic field immunity test
IEC 61000-4-11	Electromagnetic Compatibility (EMC) – Part 4-11: Testing and Measurement Techniques: Voltage Dips, Short Interruptions and Voltage Variations Immunity Tests
IEC 61000-4-16	Electromagnetic Compatibility (EMC) – Part 4-16: Testing and measurement techniques – Test for Immunity to Conducted, Common Mode Disturbances in the Frequency Range 0 Hz to 150 kHz
IEC 61000-5-2	Electromagnetic Compatibility (EMC) – Part 5: Installation and Mitigation Guidelines Section 2: Earthing and Cabling
BS EN 50121-1	Railway Applications – EMC Part 1: General
BS EN 50121-2	Railway Applications – EMC Part 2: Emission of the Whole Railway System to the Outside World
BS EN 50121-4	Railway Applications – EMC Part 4: Emission and Immunity of the Signalling and Telecommunications Apparatus
BS EN 50121-5	Railway Applications – EMC Part 5: Emission and Immunity of Fixed Power Supply Installations and Apparatus
BS EN 50122-1	Railway Applications – Fixed Installations – Part 1: Protective Provisions Relating to Electrical Safety and Earthing
IEC 60870-2-1	Telecontrol Equipment and Systems – Part 2: Operating Conditions Section 1: Power Supply and Electromagnetic Compatibility
AS/NZS 61000.3.6	Electromagnetic Compatibility (EMC) – Part 3.6: Limits-Assessment of emission limits for the connection of distorting installations to MV, HV and EHV power systems
AS/NZS 61000.3.7	Electromagnetic compatibility (EMC) Part 3.6: Limits-Assessment of emission limits for the connection of fluctuating installations to MV, HV and EHV power systems
AS/NZS 61000.6.1	Electromagnetic Compatibility (EMC) – Part 6.1: Generic Standards – Immunity for Residential, Commercial and Light-industrial Environments
AS/NZS 61000.6.2	Electromagnetic Compatibility (EMC) – Part 6.2: Generic Standards – Immunity for Industrial Environments
AS/NZS 61000.6.3	Electromagnetic Compatibility (EMC) – Part 6.3: Generic Standards – Emission Standard for Residential, Commercial and Light-industrial Environments

Reference of the Standard	Title
AS/NZS 61000.6.4	Electromagnetic Compatibility (EMC) – Part 6.4: Generic Standards – Emission Standard for Industrial Environments
AS/NZS 4778	Electromagnetic Compatibility for Radio Communications Equipment
AS/NZS 4251.1	EMC – Generic emission standard – Residential, commercial and light industry
AS/NZS 4252.1	EMC – Generic immunity standard – Residential, commercial and light industry
AS/ACIF S008	Requirements for customer cabling products
AS/ACIF S009	Installation requirements for customer cabling

2.4.7 Ergonomics Standards

Reference of the Standard	Title
BS EN ISO 6385	Ergonomic Principles in the Design of Work Systems
BS EN ISO 10075-2: 2000	Ergonomic Principles Related to Mental Workload - Part 2: Design Principles

2.5 Radio

2.5.1 RAD Standard

Reference of the Standard	Title
IEEE 802.11 a/b/e/g/i/n/r/x/ac	Information technology-Telecommunications and information exchange between systems Local and metropolitan area networks-Specific requirements Part 11: Wireless LAN Medium Access Control (MAC) and Physical Layer (PHY) Specifications - IEEE Computer Society
IEEE 610.12	IEEE standard glossary of software engineering terminology
IEEE 802.1 d	IEEE Standard for Local and metropolitan area networks Media Access Control (MAC) Bridges
IEEE 802.1 s	IEEE Standards for Local and metropolitan area networks Virtual Bridged Local Area Networks— Amendment 3: Multiple Spanning Trees
IEEE 802.1 w	IEEE Standard for Local and metropolitan area networks— Common specifications Part 3: Media Access Control (MAC) Bridges— Amendment 2: Rapid Reconfiguration
IEEE 802.1 x	IEEE Standard for Local and metropolitan area networks— Port-Based Network Access Control
ITU-T G.703	Series G: Transmission Systems and Media, Digital Systems and Networks Physical / Electrical Characteristics of Hierarchical Digital Interfaces
ITU-T V.11	Series V: Data Communication Over The Telephone Network Electrical Characteristics For Unbalanced Double-Current Interchange Circuits Operating at Data Signalling Rates up to 10 Mbit/s
ITU-T V.28	Series V: Data Communication Over The Telephone Network Electrical Characteristics For Unbalanced Double-Current Interchange Circuits
ITU-T V.36	Series V: Data Communication Over The Telephone Network Modems for Synchronous Data Transmission using 60-109 kHz Group Band Circuits
RFC 2865	Remote Authentication Dial In User Service (RADIUS)
RFC 2866	Remote Authentication Dial In User Service (RADIUS) Accounting
RFC 5216	EAP-TLS: Extensible Authentication Protocol Transport Layer Security
RFC 5281	EAP-TTLS: Extensible Authentication Protocol Tunneled Transport Layer Security

Reference of the Standard	Title
RFC 5415	Control And Provisioning of Wireless Access Points (CAPWAP) Protocol Specification
RFC 5416	Control and Provisioning of Wireless Access Points (CAPWAP) Protocol Binding for IEEE 802.11

2.5.2 EMC and Earthing Standard

Reference of the Standard	Title
BS EN 50121-3-2	Railway applications. Electromagnetic compatibility. Rolling stock. Apparatus
BS EN 50155	Railway applications - Electronic equipment used on rolling stock
BS7430	Code of practice for protective earthing of electrical installations
BS EN 50121-1	Railway Applications – EMC Part 1: General
BS EN 50121-2	Railway Applications – EMC Part 2: Emission of the Whole Railway System to the Outside World
BS EN 50121-3-1	Railway Applications – EMC Part 3-1: Rolling stock – Train and Complete Vehicle
BS EN 50121-3-2	Railway Applications – EMC Part 3.2: Rolling Stock - Apparatus
BS EN 50121-4	Railway Applications – EMC Part 4: Emission and Immunity of the Signalling and Telecommunications Apparatus
BS EN 50121-5	Railway Applications – EMC Part 5: Emission and Immunity of Fixed Power Supply Installations and Apparatus
BS EN 50122-1	Railway Applications – Fixed Installations – Part 1: Protective Provisions Relating to Electrical Safety and Earthing
BS EN 55032	Electromagnetic compatibility of multimedia equipment. Emission requirements
IEC 60870-2-1	Telecontrol Equipment and Systems – Part 2: Operating Conditions Section 1: Power Supply and Electromagnetic Compatibility
IEC 61000-4-1	Testing and measurement techniques section 1 : Overview of IEC 61000-4 series
IEC 61000-4-2	Testing and measurement techniques section 2 : Electrostatic discharge immunity test
IEC 61000-4-3	Testing and measurement techniques section 3 : Radiated, radio-frequency, electromagnetic field immunity test

Reference of the Standard	Title
IEC 61000-4-4	Testing and measurement techniques section 4 : Electrical fast transient / burst immunity test
IEC 61000-4-5	Testing and measurement techniques section 5 : Surge immunity test
IEC 61000-4-6	Testing and measurement techniques section 6 : Immunity to conducted disturbances, induced by radio frequency fields
IEC 61000-4-8	Testing and measurement techniques section 8 : Power frequency magnetic field immunity test
IEC 61000-4-11	Electromagnetic Compatibility (EMC) – Part 4-11: Testing and Measurement Techniques: Voltage Dips, Short Interruptions and Voltage Variations Immunity Tests
IEC 61000-4-16	Electromagnetic Compatibility (EMC) – Part 4-16: Testing and measurement techniques – Test for Immunity to Conducted, Common Mode Disturbances in the Frequency Range 0 Hz to 150 kHz
IEC 61000-5-2	Electromagnetic Compatibility (EMC) – Part 5: Installation and Mitigation Guidelines Section 2: Earthing and Cabling
IEC 62040-2	Uninterruptible power systems (UPS) - Part 2: Electromagnetic compatibility (EMC) requirements
AS/NZS 61000.3.6	Electromagnetic Compatibility (EMC) – Part 3.6: Limits-Assessment of emission limits for the connection of distorting installations to MV, HV and EHV power systems
AS/NZS 61000.3.7	Electromagnetic compatibility (EMC) Part 3.6: Limits-Assessment of emission limits for the connection of fluctuating installations to MV, HV and EHV power systems
AS/NZS 61000.6.1	Electromagnetic Compatibility (EMC) – Part 6.1: Generic Standards — Immunity for Residential, Commercial and Light-industrial Environments
AS/NZS 61000.6.2	Electromagnetic Compatibility (EMC) – Part 6.2: Generic Standards — Immunity for Industrial Environments
AS/NZS 61000.6.3	Electromagnetic Compatibility (EMC) – Part 6.3: Generic Standards — Emission Standard for Residential, Commercial and Light-industrial Environments
AS/NZS 61000.6.4	Electromagnetic Compatibility (EMC) – Part 6.4: Generic Standards – Emission Standard for Industrial Environments
AS/NZS 4778	Electromagnetic Compatibility for Radio Communications Equipment
IEC 60255	Measuring relays and protection equipment

Reference of the Standard	Title
ITU-T Recommendation K.68 (04/2008)	Operator responsibilities in the management of electromagnetic interference by power systems on telecommunication systems
AS/ACIF S008	Requirements for customer cabling products
AS/ACIF S009	Installation requirements for customer cabling
AS/NZS 1768	Lightning protection
AS/NZS 1574	Copper and copper alloys - Wire for electrical purposes

2.5.3 Ergonomics Standards

Reference of the Standard	Title
BS EN ISO 6385	Ergonomic Principles in the Design of Work Systems
AS/NZS 4024.1401	Safety of machinery - Ergonomic principles - Design principles - Terminology and general principles

2.5.4 Materials and Workmanship Related Standards

Reference of the Standard	Title
AS/NZS 3085.1	Telecommunications Installations - Administration of Communications Cabling Systems - Basic Requirements
AS 60529	Degrees of Protection Provided by Enclosures (IP Code)
BS EN 45545	Railway applications. Fire protection on railway vehicles. Requirements for the fire behaviour of materials and components
DIN 5510-2	Preventive fire protection in railway vehicles - Fire Test to Railway Component
AS/NZS 60898	Electrical accessories. Circuit breakers for overcurrent protection for household and similar installations
AS/NZS 61008	Residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCCBs)
AS/NZS 3000	Electrical installations (known as the Australian/New Zealand Wiring Rules)
AS 1449	Stainless and heat-resisting steel plate, sheet and strip
AS/NZS 4680	Hot dip galvanized coatings on fabricated iron and steel articles. Specifications and test methods

Reference of the Standard	Title
AS/NZS 2053.1	Conduits and fittings for electrical installations - General requirements
AS/NZS 2053.2	Conduits and fittings for electrical installations - Rigid plain conduits and fittings of insulating material
AS/NZS 2053.8	Conduits and fittings for electrical installations - Flexible conduits and fittings of metal or composite material
IEC 60332-1	Test of electric cables under fire conditions
IEC 60332-3	Test of electric cables under fire conditions
IEC 60331-25	Tests for Electric Cables under Fire Conditions - Circuit Integrity - Part 25: Procedures and Requirements - Optical Fibre Cables
BS EN 60754-1	Test on gases evolved during combustion of materials from cables. Determination of the halogen acid gas content
IEC 60754-1	Test on gases evolved during combustion of materials from cables - Part 1: Determination of the halogen acid gas content
IEC 60754-2	Test on gases evolved during combustion of materials from cables. Determination of acidity (by pH measurement) and conductivity
IEC 61034-2	Measurement of smoke density of cables burning under defined conditions - Part 2: Test procedure and requirements
EN 50173-1	Information technology - Generic cabling systems - Part 1: General requirements
IEC 60228	Conductors of insulated cables
IEC 60287	Electric Cables – Calculation of the current rating
IEC 60096-4	Radio frequency cables - Part 4: Specification for superscreened cables
IEC 60189	Low frequency cables and wires with PVC insulation and PVC sheath
ITU-T Recommendation G.652D	Characteristics of a single-mode optical fibre and cable
ITU-T Recommendation G.651.1	Characteristics of a 50/125 µm multimode graded index optical fibre cable for the optical access network

Reference of the Standard	Title
ITU-T Recommendation G.650.1	Definitions and test methods for linear, deterministic attributes of single-mode fibre and cable
ITU-T Recommendation G.650.2	Definitions and test methods for statistical and non-linear related attributes of single-mode fibre and cable
IEC 60793-1-1	Optical fibres - Part 1-1: Measurement methods and test procedures - General and guidance
IEC 60794-1-1	Optical fibre Cables - Part 1-1: Generic specification - General
IEC 60874-14-2	Connectors for optical fibres and cables - Part 14-2: Detail specification for fibre optic connector type SC/PC tuned terminated to single-mode fibre type B1
ISO/IEC 11801	Information technology – Generic cabling for customer premises
BS EN 62230	Electric cables. Spark-test method
BS EN 50117-3	Coaxial cables used in cabled distribution networks. Sectional specification for outdoor drop cables
IEC 60708	Low-Frequency Cables with Polyolefin Insulation and Moisture Barrier Polyolefin Sheath
AS/NZS 5000.2:2006	Electric cables—Polymeric insulated Part 2: For working voltages up to and including 450/750 V
BS 6469-99-1	Insulating and sheathing materials of electric cables. Test methods used in the United Kingdom but not specified in BS EN 60811. Non-electrical tests
BS 7211	Electric cables. Thermosetting insulated, non-armoured cables for voltages up to and including 450/750 V, for electric power, lighting and internal wiring, and having low emission of smoke and corrosive gases when affected by fire
BS 6121-1	Mechanical cable glands. Armour glands. Requirements and test methods
AS/NZS 3112	Approval and test specification - Plugs and socket-outlets
AS/NZS 60950.1	Information technology equipment - Safety - General requirements (IEC 60950-1, Ed. 2.0 (2005), MOD)

2.5.5 Process Standards

Reference of the Standard	Title
ISO 9001	Quality management systems - Requirements
BS EN 62402	Obsolescence Management - Application Guide
ISO 10007	Quality management systems - Guidelines for configuration management
ISO 14001	Environmental management systems - specification with guidance for use
ISO 14004	Environmental management systems - general guidelines on principles, systems and supporting techniques
ISO 55000	Asset management -- Overview, principles and terminology
ISO 90003	Software engineering - guidelines for the application of ISO 9001:2000 to computer software
ISO/IEC 12207	Systems and Software Engineering – Software life cycle process
[TBC]	Sydney Metro Programming Protocols

2.5.6 RAMS Standards

Reference of the Standard	Title
IEC 61508-1	Functional safety of electrical/ electronic/ programmable electronic safety related systems – Part 1: General requirements
IEC 27002	Code of Practice for Information Security Management
IEC 27005	Information Security Risk Management
EN 50128	Railway applications - Communication, signalling and processing systems - Software for railway control and protection systems
EN 50126-1	Railway applications – The specification and demonstration of Reliability, Availability, Maintainability and Safety (RAMS)

2.6 Central Control System

2.6.1 CCS Standard

Reference of the Standard	Title
IEC 611131-1	Programmable Controllers – General Information
IEC 611131-2	Programmable Controllers – Equipment Requirements and Tests
IEC 611131-3	Programmable Controllers – Programming Languages

2.6.2 EMC Related Standards

Reference of the Standard	Title
EN 61000-4-2	Electromagnetic compatibility (EMC). Testing and measurement techniques. Electrostatic discharge immunity test. Basic EMC publication
BS EN 50121-1	Railway Applications – EMC Part 1: General
AS/ACIF S0008	Requirements for customer cabling products
AS/ACIF S0009	Installation requirements for customer cabling
BS EN 50121-2	Railway applications – EMC Part 2: Emission of the whole railway system to the outside world
BS EN 50121-4	Railway applications – EMC Part 4: Emission and Immunity to the signalling and telecommunications apparatus
BS EN 50121-5	Railway applications – EMC Part 5: Emission and Immunity of fixed power supply installations and apparatus
BS EN 50122-1	Railway applications – Fixed installations - Part 1: Protective Provisions Relating to Electrical safety and earthing
AS/NZS CISPR 22	Information Technology Equipment – Radio Disturbance Characteristics – Limits and Methods of Measurement
IEC 60255-1	Measuring relays and protection equipment - Part 1: Common requirements
IEC 60870-2-1	Telecontrol Equipment and Systems – Part 2: Operating Conditions Section 1: Power Supply and Electromagnetic Compatibility
IEC 61000-4-1	Electromagnetic Compatibility (EMC) – Part 4-1: Testing and Measurement Techniques: Overview of IEC 61000-4 series
IEC 61000-4-2	Electromagnetic Compatibility (EMC) – Part 4-2: Testing and Measurement Techniques: Electrostatic Discharge Immunity Test

Reference of the Standard	Title
IEC 61000-4-3	Electromagnetic Compatibility (EMC) – Part 4-3: Testing and Measurement Techniques: Radiated, Radio-Frequency, Electromagnetic Field Immunity Test
IEC 61000-4-4	Electromagnetic Compatibility (EMC) – Part 4-4: Testing and Measurement Techniques: Electrical Fast Transient/Burst Immunity Test
IEC 61000-4-5	Electromagnetic Compatibility (EMC) – Part 4-5: Testing and Measurement Techniques: Surge Immunity Test
IEC 61000-4-6	Electromagnetic Compatibility (EMC) – Part 4-6: Testing and Measurement Techniques: Immunity to Conducted Disturbances, Induced by Radio-Frequency Fields
IEC 61000-4-8	Electromagnetic Compatibility (EMC) – Part 4-8: Testing and Measurement Techniques: Power Frequency Magnetic Field Immunity Test
IEC 61000-4-11	Electromagnetic Compatibility (EMC) – Part 4-11: Testing and Measurement Techniques: Voltage Dips, Short Interruptions and Voltage Variations Immunity Tests
IEC 61000-4-16	Electromagnetic Compatibility (EMC) – Part 4-16: Testing and measurement techniques – Test for Immunity to Conducted, Common Mode Disturbances in the Frequency Range 0 Hz to 150 kHz
IEC 61000-5-2	Electromagnetic Compatibility (EMC) – Part 5: Installation and Mitigation Guidelines Section 2: Earthing and Cabling
AS/NZS 61000.3.6	Electromagnetic Compatibility (EMC) – Part 3.6: Limits-Assessment of emission limits for the connection of distorting installations to MV, HV and EHV power systems
AS/NZS 61000.3.7	Electromagnetic compatibility (EMC) Part 3.6: Limits- Assessment of emission limits for the connection of fluctuating installations to MV, HV and EHV power systems
AS/NZS 61000.6.1	Electromagnetic Compatibility (EMC) – Part 6.1: Generic Standards – Immunity for Residential, Commercial and Light-industrial Environments
AS/NZS 61000.6.2	Electromagnetic Compatibility (EMC) – Part 6.2: Generic Standards – Immunity for Industrial Environments
AS/NZS 61000.6.3	Electromagnetic Compatibility (EMC) – Part 6.3: Generic Standards – Emission Standard for Residential, Commercial and Light-industrial Environments
AS/NZS 61000.6.4	Electromagnetic Compatibility (EMC) – Part 6.4: Generic Standards – Emission Standard for Industrial Environments

Reference of the Standard	Title
AS/NZS 4778	Electromagnetic Compatibility for Radio Communications Equipment
AS/NZS 4251.1	EMC – Generic emission standard – residential, commercial and light industry
AS/NZS 4252.1	EMC – Generic immunity standard – residential, commercial and light industry
TS 009	Installation requirements for customer cabling (wiring Rules)

2.6.3 Ergonomics Standards

Reference of the Standard	Title
ISO 11064: Parts 1 - 7	Ergonomic design of control centres
ISO 10075-3	Ergonomic principles related to mental workload – Part 3: Principles and requirements concerning methods for measuring and assessing mental workload
ISO 9355: Parts 2 - 3	Ergonomic requirements for the design of displays and control actuators
ISO 9241-400	Ergonomics of human-system interaction -- Part 400: Principles and requirements for physical input devices
ISO 9241-210	Ergonomics of human-system interaction – Part 210: Human-centred design for interactive systems
ISO 6385	Ergonomic principles in the design of work systems

2.6.4 Materials and Workmanship Related Standards

Reference of the Standard	Title
AS/NZS 60898	Specification for circuit-breakers for overcurrent protection for household and similar installations
AS 60529	Degree of Protection provided by Enclosures for Electrical Equipment
AS/NZS 61008	Specification for residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCCBs). General rules
EN 50173-1	Information technology. Generic cabling systems. General requirements

Reference of the Standard	Title
BS 1449:Part 1.1	Steel plate, sheet and strip - Part 1: Carbon and carbon-manganese plate, sheet and strip - Section 1.1 General specification
AS/NZS 3000	Electrical Installations
IEC 60999-1	Connecting devices - Electrical copper conductors - Safety requirements for screw-type and screwless-type clamping units - Part 1: General requirements and particular requirements for clamping units for conductors from 0,2 mm ² up to 35 mm ² (included)
IEC 60228	Conductors of insulated cables
IEC 60287	Electric Cables – Calculation of the current rating
IEC 60754:Part 1	Test on gases evolved during combustion of electric cables
IEC 60754:Part 2	Test on gases evolved during combustion of electric cables
IEC 60793-1-1	Optical fibres - Part 1-1: Measurement methods and test procedures - General and guidance
IEC 60793-2	Optical fibres: Part 2 – Product specifications general
IEC 60794-1-1	Optical fibre Cables - Part 1-1: Generic specification - General
IEC 60874-1	Fibre optic interconnecting devices and passive components - Connectors for optical fibres and cables - Part 1: Generic specification
IEC 60898-1	Electrical accessories – circuit breakers for overcurrent protection for household and similar installations - Part 1: Circuit-breakers for a.c. operation
IEC 60529	Degrees of protection provided by enclosures (IP code)
IEC 61008-1	Residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCCBs) - Part 1: General rules
IEC 60332:Part1	Test of electric cables under fire conditions
IEC 60332:Part 3	Test of electric cables under fire conditions
IEC 61034-2	Measurement of smoke density of electric cable burning under defined conditions
ITU-T G.651.1	Characteristics of a 50/125µm multimode graded index optical fibre cable for the optical access network
ITU-T G.652	Characteristics of a single-mode optical fibre cable

2.6.5 Network Standards

Reference of the Standard	Title
RFC 1305	Network Time Protocol (Version 3) Specification, Implementation and Analysis
IEEE 802.11	Wireless LAN
IEEE 802.1x	Access user authentication
IEEE 802.1Q	VLAN Trunking/Tagging
IEEE 802.1p	Priority Tagging
IEEE 802.3	Standard for Ethernet
IEEE 802.3u	Fast Ethernet
IEEE 802.3z	Ethernet over Fibre-Optic
IEEE 802.3ad	Link aggregation for parallel links
IEC 60950-1	Safety of information technology equipment
ISO/IEC 8802-3	Information technology – telecommunications and information exchange between systems – local and metropolitan area networks – specific requirements

2.6.6 Process Standards

Reference of the Standard	Title
ISO 9001	Model for quality assurance in design/development, production, installation and servicing
ISO 10007	Quality management systems. Guidelines for configuration management
ISO 14004	Environmental management systems -- General guidelines on principles, systems and support techniques
ISO/PAS 16739	Industry Foundation Classes, Release 2x, Platform Specification (IFC2x Platform)
BS EN 62402	Obsolescence management - Application guide
ISO/IEC 12207	Systems and software engineering – Software life cycle process

2.6.7 RAMS Standards

Reference of the Standard	Title
EN 50126-1	Railway applications - The specification and demonstration of Reliability, Availability, Maintainability and Safety (RAMS) - Part 1: Basic requirements and generic process
EN 50128	Railway applications - Communication, signalling and processing systems
MIL-HDBK-217F	Military handbook 217F: reliability prediction of electronic equipment
MIL-STD-882C	System Safety Programme Requirements
ISO/IEC 27005	Information Technology – Security techniques – Information Security Risk Management
ISO/IEC 27002	Information Technology – Security techniques – Code of practice for information security management

2.7 Low Voltage Electrical

2.7.1 Electrical and Wiring Related Standards

Reference of the Standard	Title
AS 1102.101	Graphical symbols for ElectroTechnical documentation – General information and general index
AS 2374	Power transformers
AS 2374.1.2	Power Transformers Part 1.2: Minimum Energy Performance Standard (MEPS) Requirements for Distribution Transformers
AS 2374.2	Power Transformers Part 2: Temperature Rise
AS 3111-1994/ Amdt 1	Approval and test specification – Miniature over current circuit breakers
AS 3768	Guide to the effects of temperature on electrical equipment
AS 3851	The calculation of short-circuit currents in three-phase AC systems
AS 4296	Cable Trunking Systems
AS 60038	Standard Voltages

Reference of the Standard	Title
AS 60044.1	Instrument transformers - Current transformers (IEC 60044-1 Ed.1.2 (2003) MOD)
AS 60269.1	Low Voltage Fuses – General requirements
AS 60947.2	Low Voltage Switchgear and Control gear – circuit breakers
AS 60947.4.1	Low Voltage switchgear and Control gear-Contactors and motor starters – Electromechanical contactors and motor starters
AS 61009.1	Residual current operated circuit breakers with integral over-current protection Part 1 General Rules
AS 61508	Functional safety of electrical/electronic/programmable electronic safety-related systems
AS 61800.3	Adjustable speed electrical power drive systems
AS 62040	Uninterruptible power systems (UPS)
AS62052.11	Electricity metering equipment (AC)—General requirements, tests and test conditions Part 11: Metering equipment (IEC 62052-11, Ed.1.0 (2003) MOD)
AS 62053.22	Electricity metering equipment (AC) - Particular requirements - Static meters for active energy (classes 0.2 S and 0.5 S)
AS/NZS 1359	Rotating electrical machines – General requirements
AS/NZS 1359 part 109	Rotating electrical machines – General requirements – Noise limits
AS/NZS 1359 part 114	Rotating electrical machines – General requirements – Vibration measurements and limits
AS/NZS 1359.5	Rotating electrical machines – General requirements – Three-phase cage induction motors – High efficiency and minimum energy performance standards requirements
AS/NZS 1660	Test methods for electric cables, cords and conductors
AS/NZS 1660.2.3	Test methods for electric cables, cords and conductors – Insulation, extruded semi-conductive screens and non-metallic sheaths – Methods specific to PVC and halogen free thermoplastic materials
AS/NZS 1660.5.3	Test methods for electric cables, cords and conductors – Fire Tests – Determination of the amount of halogen acid gas evolved during the combustion of polymeric materials taken from cables

Reference of the Standard	Title
AS/NZS 3000	Electrical installations (also known as the Australian/New Zealand Wiring Rules)
AS/NZS 3100	Approval and test specification – General requirements for electrical equipment
AS/NZS 3190	Approval and test specification – Residual Current Devices
AS/NZS 3439	Low-voltage switchgear and control gear assemblies
AS/NZS 3439.1	Low voltage switchgear and control gear assemblies – Type-tested and partially type-tested assemblies
AS/NZS 3439.2	Low voltage switchgear and control gear assemblies – Particular requirements for busbar trunking system
AS/NZS 3947.3: 2001	Low voltage switchgear and control gear – Switches, disconnectors, switch-disconnectors and fuse-combination units
AS/NZS 4507	Cables – Classification of Characteristics when exposed to fire
AS/NZS 5000	Electrical Cables – Polymeric Insulated
AS/NZS 60076 (set)	Power transformers
AS/NZS 60898.1	Electrical accessories – Circuit Breakers for Over-current Protection Part 1 Circuit Breakers for AC Operation
AS/NZS 61558	Safety of Power Transformers, Power Supplies, Reactors and Similar Products – General requirements and test
AS/ACIF S009	Installation requirements for customer cabling (Wiring rules)

2.7.2 EMC Related Standards

Reference of the Standard	Title
AS/NZS 61000	Electromagnetic compatibility (EMC)
AS/NZS 61000-3-6	Electromagnetic compatibility (EMC) – Limits-Assessment of emission limits for distorting loads in MV and HV power systems
AS/NZS 61000-3-7	Electromagnetic compatibility (EMC) – Limits-Assessment for fluctuating loads in MV and HV power systems

2.7.3 General Standards or Guidelines

Reference of the Standard	Title
AS 1319	Safety signs for the occupational environment
AS 2700	Colour standards for general purposes
AS/NZS 1269	Occupational noise management
NSW Sustainable Design Guidelines for Rail	NSW Sustainable Design Guidelines for Rail
BCA	Building Code of Australia (BCA)

2.7.4 Installation and Materials Related

Reference of the Standard	Title
AS 1019	Internal combustion engines – Spark emission control devices
AS 1074	Steel tubes and tubulars for ordinary service
AS 1081-2	Acoustic-Measurement of airborne noise emitted by rotating electrical machinery
AS 1210	Pressure vessels
AS 1216	Class labels for dangerous goods
AS 1345	Identification of the content of pipes, conduits and ducts
AS 1627 Part 1 to Part 10	Metal finishing – Preparation and pre-treatment of surfaces
AS 1657	Fixed platforms, walkways, stairways and ladders – Design, construction and installation
AS 1668.2	Part 2: Ventilation design for indoor air contaminant control
AS 1674	Safety in welding and allied processes
AS 1692	Steel tanks for flammable and combustible liquids
AS 1939	Degrees of protection provided by enclosures for electrical equipment (IP Code)
AS 1940	The storage and handling of flammable and combustible liquids

Reference of the Standard	Title
AS 2067	Switchgear assemblies and ancillary equipment for alternating voltages above 1 kV
AS 2129	Flanges for pipes, valves and fittings
AS 2676	Guide to the installation, maintenance, testing and replacement of secondary batteries in buildings
AS 3011	Electrical installations -Secondary batteries installed in buildings
AS 4024	Safety of machinery
AS 4070	Recommended practices for low-voltage electrical installations and equipment in MEN systems from transient over voltages
AS 4506	Metal Finishing – Thermoset Power Coatings
AS 4594	Internal combustion engines
AS 4799	Installation of underground utility services and pipelines within railway boundaries
AS 60529 (IEC 60529)	Degrees of Protection Provided by Enclosures (IP Code)
AS/NZS 1020	The control of undesirable static electricity
AS/NZS 1125	Conductors in insulated electric cables and flexible cords
AS/NZS 1170	Structural design actions
AS/NZS 1768	Lightning protection
AS/NZS 2053.1	Conduits and fittings for electrical installations - General requirements
AS/NZS 2312	Guide to the protection of iron and steel against exterior atmospheric corrosion
AS/NZS 3008.1.1	Cables for Alternating Voltages up to and including 0.6/1 kV - Typical Australian Installation
AS/NZS 3010	Electrical installations – Generating sets
AS/NZS 3013	Electrical installations - Classification of the fire and mechanical performance of wiring system elements
AS/NZS 3017	Electrical installations – Verification guidelines
AS/NZS 3019	Electrical installations – Periodic verification
AS/NZS 3808	Insulating and Sheathing Materials for Electric Cables

Reference of the Standard	Title
AS/NZS 3947.6.1	Multiple function equipment—Automatic transfer switching equipment
AS/NZS 4680	Hot dip galvanised (zinc) coatings on fabricated ferrous articles

2.7.5 International Standards

Reference of the Standard	Title
BS2869	Fuel oils for agricultural, domestic and industrial engines and boilers. Specification
BS 5514-6	Reciprocating internal combustion engines. Performance. Specification for over-speed protection
EN 62040-1 (Supersedes EN 50091-1 and EN 50091-1-1)	Uninterruptible Power systems - Part 1: General and Safety Requirements for UPS
EN 62040-2	Uninterruptible Power systems - Part 2: Electromagnetic Compatibility (emc) Requirements
EN 62040-3	Uninterruptible Power systems - Part 3: Method of Specifying the Performance and Test Requirements
NEMA MG 1-122.43	Telephone Influence Factor

2.7.6 RAMS Standards

Reference of the Standard	Title
AS 4292	Railway Safety Management
AS/NZS 2293.1	Emergency Escape Lighting and Exit Signs for Buildings – System design, installation and operation.
AS/NZS 60479.1	Effects of current on human beings and livestock – general aspects
EN 50126-1	Railway applications - The specification and demonstration of Reliability, Availability, Maintainability and Safety (RAMS) - Part 1: Basic requirements and generic process

2.8 Overhead Line System

2.8.1 Overhead Line System - Australian Standards

Reference of the Standard	Title
AS/NZS 1125	Conductors in Insulated Electric Cables and Flexible Cords
AS 1154	Insulator and Conductor Fittings for Overhead Lines
AS/NZS 1163	Cold-formed structural steel hollow sections
AS/NZS 1170 (set)	Structural Design Actions
AS/NZS 1660	Test methods for electric cables, cords and conductors
AS 1746	Conductors - Bare overhead - Hard-drawn copper
AS/NZS 1768	Lightning protection
AS 2650	Common specifications for high-voltage switchgear and control gear standards
AS/NZS 2053.1	Conduits and fittings for electrical installations - General requirements
AS 2738	Copper and Copper Alloys - Composite and Designations of Refinery products, Wrought products, Ingots and Castings
AS 2947	Insulators - Porcelain and glass for overhead power lines - Voltages greater than 1000 V a.c. - Test methods - Insulator units
AS/NZS 3000	Electrical installations (also known as the Australian/New Zealand Wiring Rules)
AS/NZS 3008.1.1	Cables for Alternating Voltages up to and including 0.6/1 kV - Typical Australian Installation
AS/NZS 3013	Electrical installations - Classification of the fire and mechanical performance of wiring system elements
AS/NZS 3017	Electrical installations - Verification guidelines
AS/NZS 3019	Electrical installations - Periodic verification
AS/NZS 3100	Approval and test specification - General requirements for electrical equipment
AS/NZS 3679	Structural steel - Hot-rolled bars and sections
AS 3679.1	Structural steel - Hot-rolled bars and sections
AS/NZS 3835	Earth potential rise - Protection of telecommunications network users, personnel and plant.
AS 4292	Railway safety management
AS 4292.1	Railway safety Management - General Requirements

Reference of the Standard	Title
AS 4296	Cable Trunking Systems
AS 4312	Atmospheric corrosivity zones in Australia
AS 4360	Risk management
AS/NZS 4507	Cables – Classification of Characteristics When Exposed to Fire
AS/NZS 4853	Electrical hazards on metallic pipelines
AS/NZS 5000	Electrical Cables – Polymeric Insulated
AS 60265.1	HV Switches - Switches for rated voltages above 1 kV and less than 52 kV
AS 60265.2	HV Switches - Switches for rated voltages of 52 kV and above

2.8.2 Overhead Line System - International Standards

Reference of the Standard	Title
BS EN 1363-1	Fire Resistance Tests – Part 1: General Requirements
EN 50119:2009/A1: 2013	Railway Applications - Fixed Installations, Electric Traction Overhead Contact Lines
EN 50122-1:2011+A1:2011	Railway Applications - Fixed Installations - Electric Safety, Earthing and Return Circuit - Part 1: Protective Provisions Against Electric Shock
EN 50122-2:2010	Railway Applications - Fixed Installations - Electric Safety, Earthing and Return Circuit - Part 2: Provisions Against the Effects of Stray Currents Caused by DC Traction Systems
EN 50123-1:2003	Railway Applications - Fixed Installations, D.C. Switchgear, General
EN 50123-4:2003+A1:2013	Railway applications. Fixed installations. D.C. switchgear. Outdoor d.c. disconnectors, switch-disconnectors and earthing switches
EN 50526-1:2012	Railway applications. Fixed installations. D.C. Surge arresters and voltage limiting devices Part 1: Surge arresters
EN 50123-6:2003	Railway applications. Fixed installations. D.C. switchgear. D.C. switchgear assemblies

Reference of the Standard	Title
EN 50123-7-1:2003	Railway applications. Fixed installations. d.c. switchgear. Measurement, control and protection devices for specific use in d.c. traction systems. Measurement, control and protection devices for specific use in d.c. traction systems. Application guide
EN 50123-7-2:2003	Railway applications. Fixed installations. d.c. switchgear. Measurement, control and protection devices for specific use in d.c. traction systems. Isolating current transducers and other current measuring devices
EN 50123-7-3:2003	Railway applications: Fixed installations - DC switch gear, measurement control and protection devices
EN 50124-1:2001+A1:2003+A2:2005	Railway Applications - Insulation Coordination Part 1: Basic Requirements - Clearances & Creepage Distances for all Electrical & Electronic Equipment
EN 50149:2012	Railway Applications - Fixed Installations, Electric Traction - Copper and Copper Alloy Grooved Contact Wires
EN 50163:2004+A1:2007+AC:2013	Railway Applications - Supply Voltages of Traction Systems
EN 50367:2012+AC:2013	Railway applications. Current collection systems. Technical criteria for the interaction between pantograph and overhead line
EN 62305-1:2011	Protection against lightning. General principles
EN 62305-2:2012	Protection against lightning. Risk management
EN 62305-3:2011	Protection against lightning. Physical damage to structures and life hazard
EN 62305-4:2011	Protection against lightning. Electrical and electronic systems within structures
IEC 60071	Insulation Coordination
IEC 60287	Electric cables - Calculation of the current rating

2.8.3 Overhead Line System - TfNSW ASA System standards and guidelines

Reference	Title
EP 08 00 00 01 SP	Overhead Wiring Standards for the Electrification of New Routes Version. 3.1 (12/10/2011)

Reference	Title
EP 08 00 00 10 SP	Overhead Wiring Layouts - Requirements and Symbology Version. 2.1 (01/04/2013)
EP 08 00 00 15 SP	Overhead wiring construction and commissioning Version 1.0 (March 2012) – deleted and replaced by OHW Construction Specification NWRLOTS- NRT-SWD-OH-SPC-550426. This document has been developed specifically for this project including OHW ITPs, testing and commissioning requirements.
T HR EL 08003 ST	Level Crossings - OHW Requirements Version 1.0 (19/3/14)
T HR EL 08004 ST	Overhead Wiring Fittings and Materials Version 1.0 (09/05/2014)
T HR EL 08005 ST	Labels for OHW Structures Version 1 (30/06/2014)
T HR EL 08006 ST	Services Erected above Overhead wiring Version 1 (10/10/2014)
T HR EL 08009 ST	Designations of Overhead Wiring Conductor Systems Version 1.0 (08/07/2015)
T HR EL 08010 ST	Overhead Wiring Conductor System Selection Version 1
T HR EL 08011 ST	Overhead Wiring Overhead Wiring Maintenance Standards Version 1 (12/03/2015)
EP 08 00 00 19 SP	Performance specification for overhead wiring post insulator units Version 2.1 (April 2013)
EP 08 00 00 20 SP	Performance specification for overhead wiring string insulator set Version
EP 08 00 00 21 SP	Insulator type tests - dc power arc withstand Version 2.1 (May
EP 08 00 00 24 SP	Contact Wire Version 1.0 (11/05/2012)
EP 00 00 00 13 SP	Electrical Power Equipment – Design Ranges of Ambient Conditions Version 2.1 (May 2012)

2.8.4 Overhead Rigid Conductor System (ORCS)

Reference of the Standard	Title
EN 50119	Railway Applications - Fixed Installations - Electric Traction Overhead Contact Lines
ISO 9001	International Standards for Quality Assurance

2.9 Fire Detection and Suppression System

2.9.1 Electrical and Wiring Related Standards

Reference of the Standard	Title
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Reference of the Standard	Title
AS/NZS 3013	Electrical installations - Classification of the fire and mechanical performance of wiring system elements
AS/NZS 3000:2007	Electrical installations (also known as the Australian/New Zealand Wiring Rules)

2.9.2 EMC Related Standards

Reference of the Standard	Title
AS/NZS 61000	Electromagnetic Compatibility (EMC)

2.9.3 Fire Detection

Reference of the Standard	Title
AS 1670.1	Fire detection, warning, control and intercom systems – System design, installation and commissioning – Fire
AS 1670.3	Fire detection, warning, control and intercom systems – System design, installation and commissioning Fire alarm monitoring
AS 1670.4	Fire detection, warning, control and intercom systems – System design, installation and commissioning – Sound systems and intercom systems for emergency purposes
AS 1851	Maintenance of Fire Protection Systems and Equipment
AS 4428.0	Fire detection alarm and intercom systems - Control and indicating equipment - General requirements and test methods
AS 4428.1	Fire detection alarm and intercom systems - Control and indicating equipment - Fire
AS 4428.3	Fire detection alarm and intercom systems - Control and indicating equipment - Fire brigade panel
AS 4428.4	Fire detection alarm and intercom systems - Control and indicating equipment - Intercommunication System for Emergency Purposes
AS 4428.5	Fire detection alarm and intercom systems - Control and indicating equipment - Power supply units
AS 4428.6	Fire detection alarm and intercom systems - Control and indicating equipment - Alarm signalling equipment
AS 7240	Fire detection and alarm system

Reference of the Standard	Title
AS/NZS 1668.1	The use of ventilation and air conditioning in buildings - Fire and smoke control in multi-compartment building
AS/NZS 3013	Electrical installations - Classification of the fire and mechanical performance of wiring system elements

2.9.4 Fire Suppression

Reference of the Standard	Title
AS 1670.1	Fire detection, warning, control and intercom systems – System design, installation and commissioning – Fire
AS 7240	Fire detection and alarm system
AS/NZS 3013	Electrical installations - Classification of the fire and mechanical performance of wiring system elements
ISO 14520.1	Total Flooding Gaseous fire-extinguishing systems - Physical properties and system design - General requirements
ISO 14520.5	In-Cabinet Gaseous fire-extinguishing systems - Physical properties and system design - FK-5-1-12 extinguishant
ISO 14520.14	Total Flooding Gaseous fire-extinguishing systems - Physical properties and system design - Part 14: IG-55 extinguishant
AS 1359	Rotating Electrical Machines – General Requirements
AS 1530.4	Method for Fire Tests on building materials, components and structures part 4 – fire-resistance test of elements of construction.
AS 1627	Metal finishing – Preparation and pre-treatment of surfaces – Method selection guide
AS1657	Platforms, stairways and ladders
AS 1851	Maintenance of Fire Protection Systems and Equipment
AS 2118.1	Automatic fire sprinkler systems – General Requirements
AS/NZS 2312.1	Guide to the protection of structural steel against atmospheric corrosion by the use of protective coatings-paint coatings
AS/NZS 2312.2	Guide to the protection of structural steel against atmospheric corrosion by the use of protective coatings-hot dip galvanising
AS 2419.1	Fire hydrant installations – system design, installation and commissioning

Reference of the Standard	Title
AS 2419.2	Fire hydrant installations – fire hydrant valves
AS 2419.3	Fire hydrant installations – fire bridge booster connections
AS 2566.2	Buried flexible pipelines – Installation
AS 2941	Fixed fire protection installations – pump set systems
AS/NZS 3500.1	Plumbing and Drainage Part 1: Water Services
AS/NZS 3500.2	Plumbing and drainage - Sanitary plumbing and drainage
AS/NZS 3500.3	Plumbing and drainage - Stormwater drainage
AS 3990	Mechanical Equipment - Steelwork
AS 4041	Pressure Piping
AS 4087	Flanges for Pipes, valves and Piping Specials
AS 4100	Steel Structures
AS/NZS 4680	Hot-dip galvanized (zinc) coatings on fabricated ferrous articles
AS 4799	Installation of Underground Utility Services and Pipelines Within Railway Boundaries

2.9.5 General Standards or Guidelines

Reference of the Standard	Title
BS EN ISO 6385: 2004	Ergonomic principles in the design of work systems
MOD Defence Standard 00-25	Human Factors for Designers of Equipment – Design for Maintainability
BCA	Building Code of Australia
ISO 9000 and ISO 9001	Quality Management
ISO 14001:2004	Environment management system specification

2.9.6 Installation Related Standards

Reference of the Standard	Title
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Reference of the Standard	Title
AS 2419.1	Fire hydrant installations – system design, installation and commissioning
AS 2419.2	Fire hydrant installations – fire hydrant valves
AS 2419.3	Fire hydrant installations – fire bridge booster connections
AS2566	Buried flexible pipelines
AS 2941	Fixed fire protection installations – pump set systems
AS/NZS 1668.1	The use of ventilation and air conditioning in buildings - Fire and smoke control in multi-compartment buildings

2.9.7 Materials and Workmanship Related Standards

Reference of the Standard	Title
AS 1111	ISO metric hexagon bolts and screws - Product grade C
AS 1112	ISO metric hexagon nuts
AS 1237	Plain washers for metric bolts, screws and nuts for general purposes
AS 1214	Hot-dip galvanized coatings on threaded fasteners (ISO metric coarse thread series)
AS 1252	High strength steel bolts with associated nuts and washers for structural engineering
AS 1275	Metric screw threads for fasteners
AS1345	Identification of the Contents of Piping
AS 1420	ISO metric hexagon socket head cap screws
AS 1627.0	Metal finishing - Preparation and pre-treatment of surfaces – Method selection guide
AS/NZS 2033	Installation of polyethylene pipe systems
AS/NZS 2312.1	Guide to the protection of structural steel against atmospheric corrosion by the use of protective coatings:
AS 2566.2	Buried Flexible Pipeline - Installation
A/NZS 4129	Fittings for Polyethylene (PE) Pipes for pressure applicable

Reference of the Standard	Title
AS/NZS 4130	Polyethylene (PE) pipes for pressure pipe and fittings
AS/NZS 4131	Polyethylene (PE) compounds for pressure pipe and fittings
AS/NZS 4680	Hot-dip galvanized (zinc) coatings on fabricated ferrous articles
ANSI/ASME B36.10	Welded and Seamless Wrought Steel Pipe
ASTM A53	Standard Specification for Pipe, Steel, Black and Hot Dipped, Zinc Coated, Welded and Seamless
IEC 60085	Thermal evaluation and classification of electrical insulation

2.9.8 RAMS standards

Reference of the Standard	Title
EN 50126:1999	Railway Applications - The specification and demonstration of Reliability, Availability, Maintainability and Safety (RAMS)

2.10 Platform Screen Doors

2.10.1 Electrical and Wiring Related Standards

Reference of the Standard	Title
AS3000	Australian/New Zealand Wiring Rules
ASTM D2863	Standard Test Method for Measuring the Minimum Oxygen Concentration to Support Candle-Like Combustion of Plastics (Oxygen Index)
BS 4533	Luminaires: Particular requirements
BS 4568	Specification for steel conduit and fittings with metric threads of ISO form for electrical installations. Steel conduit, bends and couplers
BS 4579-2	Specification for performance of mechanical and compression joints in electric cable and wire connectors
BS 4999	General requirements for Rotating electrical machines

Reference of the Standard	Title
BS 5000	Rotating electrical machines of particular types for particular applications
BS 5099	Electric cables. Voltage levels for spark testing
BS 5227	Specification for a.c. metal-enclosed switchgear and control gear for rated voltages above 1 kV and up to and including 52 kV
BS 6121-1	Mechanical cable glands. Armour glands. Requirements and test methods
BS 6121-5	Mechanical cable glands. Armour glands. Requirements and test methods
BS 6469-99.2	Methods of Test for Insulation and Sheaths of Electric Cables
BS 6469-99-1	Methods of Test for Insulation and Sheaths of Electric Cables
BS 6724	Specification for Armoured Cables for Electricity Supply having Thermosetting Insulation with Low Emission of Smoke and Corrosive Gases when Affected by Fire
BS 7211	Electric cables. Thermosetting insulated, non-armoured cables for voltages up to and including 450/750 V, for electric power, lighting and internal wiring, and having low emission of smoke and corrosive gases when affected by fire
BS 7354	Code of practice for design of high-voltage open-terminal stations
BS 7655	Specification for insulating and sheathing materials for cables. General introduction
BS 7671	Requirements for electrical installations. IEE Wiring Regulations. Seventeenth edition
BS EN 13601	Copper and copper alloys. Copper rod, bar and wire for general electrical purposes
BS EN 1875-3	Rubber and plastics-coated fabrics. Determination of tear strength. Trapezoidal method
BS EN 50262	Cable glands for electrical installations
BS EN 50266-2-1	Tests on Non-essential Insulated Power Cables under Fire Conditions
BS EN 50266-2-4	Tests on Non-essential Insulated Power Cables under Fire Conditions
BS EN 50266-2-5	Tests on Non-essential Insulated Power Cables under Fire Conditions

Reference of the Standard	Title
BS EN 50267-1	Common test methods for cables under fire conditions. Tests on gases evolved during combustion of materials from cables. Apparatus
BS EN 50267-2-1	Method of Determination of Amount of Halogen Acid Gas Evolved during Combustion
BS EN 50267-2-3	Method of Determination of Amount of Halogen Acid Gas Evolved during Combustion
BS EN 55015	Limits and methods of measurement of radio disturbance characteristics of electrical lighting and similar equipment
BS EN 60034-1	Rotating electrical machines. Rating and performance
BS EN 60034-11	Rotating electrical machines. Thermal protection
BS EN 60034-8	Rotating electrical machines. Terminal markings and direction of rotation
BS EN 60044-1	Instrument transformers. Current transformers
BS EN 60073	Basic and safety principles for man-machine interface, marking and identification. Coding principles for indicators and actuators
BS EN 60081	Double-capped fluorescent lamps. Performance specifications
BS EN 60085	Recommendations for the classification of materials for the insulation of electrical machinery and apparatus in relation to their thermal stability in service
BS EN 60155	Glow-starters for fluorescent lamps
BS EN 60228	Tests on Essential Insulated Power Cables under Fire Conditions
BS EN 60332-1-1	Tests on Non-essential Insulated Power Cables under Fire Conditions
BS EN 60332-1-2	Tests on Non-essential Insulated Power Cables under Fire Conditions
BS EN 60332-2-1	Tests on Non-essential Insulated Power Cables under Fire Conditions
BS EN 60332-3-10	Tests on Non-essential Insulated Power Cables under Fire Conditions
BS EN 60400	Lamp holders for tubular fluorescent lamps and starter holders

Reference of the Standard	Title
BS EN 60439-1	Low-voltage switchgear and control gear assemblies. Type-tested and partially type-tested assemblies
BS EN 60439-3	Low-voltage switchgear and control gear assemblies. Type-tested and partially type-tested assemblies
BS EN 60617	Graphical symbols for diagrams. Measuring instruments, lamps and signalling devices
BS EN 60811-1-2	Methods of Test for Insulation and Sheaths of Electric Cables
BS EN 60811-1-3	Methods of Test for Insulation and Sheaths of Electric Cables
BS EN 60811-1-4	Methods of Test for Insulation and Sheaths of Electric Cables
BS EN 60811-2-1	Methods of Test for Insulation and Sheaths of Electric Cables
BS EN 60811-3-1	Methods of Test for Insulation and Sheaths of Electric Cables
BS EN 60811-3-2	Methods of Test for Insulation and Sheaths of Electric Cables
BS EN 60811-4-2	Methods of Test for Insulation and Sheaths of Electric Cables
BS EN 60811-5-1	Methods of Test for Insulation and Sheaths of Electric Cables
BS EN 60831-1	Shunt power capacitors of the self-healing type for a.c. systems having a rated voltage up to and including 1 000 V. General. Performance, testing and rating. Safety requirements. Guide for installation and operation
BS EN 60898	Electrical accessories. Circuit breakers for overcurrent protection for household and similar installations. Circuit-breakers for a.c. operation
BS EN 60898-1	Electrical accessories. Circuit breakers for overcurrent protection for household and similar installations. Circuit-breakers for a.c. operation
BS EN 60921	Ballasts for tubular fluorescent lamps. Performance requirements
BS EN 60929	AC and/or DC-supplied electronic control gear for tubular fluorescent lamps. Performance requirements
BS EN 60931-2	Shunt power capacitors of the non-self-healing type for a.c. systems having a rated voltage up to and including 1000 V. Ageing test and destruction test

Reference of the Standard	Title
BS EN 60931-3	Shunt power capacitors of the non-self-healing type for a.c. systems having a rated voltage up to and including 1000 V. Internal fuses
BS EN 60947	Low-voltage switchgear and control gear. General rules
BS EN 60947-1	Low-voltage switchgear and control gear. General rules
BS EN 60947-2	Low-voltage switchgear and control gear. Circuit-breakers
BS EN 60947-3	Low-voltage switchgear and control gear. Switches, disconnectors, switch-disconnectors and fuse-combination units
BS EN 60947-5-1	Low-voltage switchgear and control gear. Control/circuit devices and switching elements. Electromechanical control circuit devices
BS EN 60947-6-1	Low-voltage switchgear and control gear. Multiple function equipment. Transfer switching equipment
BS EN 61008-1	Residual current operated circuit-breakers without integral overcurrent protection for household and similar used (RCCBs). General rules
BS EN 61009	Residual current operated circuit-breakers with integral overcurrent protection for household and similar uses (RCBO's). General rules
BS EN 61048	Auxiliaries for lamps. Capacitors for use in tubular fluorescent and other discharge lamp circuits. General and safety requirements
BS EN 61049	Specification for capacitors for use in tubular fluorescent and other discharge lamp circuits. Performance requirements
BS EN 61184	Bayonet lamp holders
BS EN 61238-1	Compression and mechanical connectors for power cables for rated voltages up to 36 kV. Test methods and requirements
BS EN 61347	Lamp control gear. General and safety requirements
BS EN 61347-1	Lamp control gear. General and safety requirements
BS EN 61347-2-8	Lamp control gear. Particular requirements for ballasts for fluorescent lamps
BS EN 61386-1	Conduit systems for cable management. General requirements
BS EN 61558-1	Safety of power transformers, power supplies, reactors and similar products. General requirements and tests

Reference of the Standard	Title
BS EN 61558-2-23	Safety of power transformers, power supply units and similar. Particular requirements for transformers for construction sites
BS EN 62230	Electric cables. Spark-test method
BS EN ISO 4589-2	Determination of Flammability by Oxygen Index
BS EN ISO 4589-3	Method for Determination of Temperature Index
BS HD 60269	Low-voltage fuses. Supplementary requirements for fuses for use by authorized persons (fuses mainly for industrial application). Examples of standardized systems of fuses A to J
BS IEC 1008-2-2	Specification for residual current operated circuit-breakers with integral overcurrent protection for household and similar uses (RCCBs). Applicability of the general rules to RCCBs functionally dependent on line voltage
EC332-3	Tests on Non-essential Insulated Power Cables under Fire Conditions
IEC 228	Conductors of insulated cables
IEC 331	Fire Testing Technology for Cables
IEC 34	Rotating electrical machines of particular types for particular applications
IEC 34-1	Rotating electrical machines
IEC 34-11	Rotating electrical machines
IEC 34-8	Terminal markings of rotating electrical machines
IEC 439-1	Low-voltage switchgear and control gear assemblies. Type-tested and partially type-tested assemblies
IEC 60081	Double-capped fluorescent lamps. Performance specifications
IEC 60228	Conductors of insulated cables
IEC 60929	AC and/or DC-supplied electronic control gear for tubular fluorescent lamps - Performance requirements
IEC 70A	Contactors 3 Poles 120VAC Coil 2NO-2NC auxiliary contact

Reference of the Standard	Title
IEC 72	Rotating electrical machines of particular types for particular applications
IEC 754	Test on gases evolved during combustion of materials from cables
IEC 831	Shunt Power Capacitors Of The Self Healing Type For A.c. Systems Having A Rated Voltage Up To And Including 1000 V
IEC 85	Recommendations for the classification of materials for the insulation of electrical machinery and apparatus in relation to their thermal stability in service
IEC 921	Ballasts for Tubular Fluorescent Lamps, Performance Requirements
IEC 926/927	Starting Devices (other Than Glow Starters)
IEC 927	Starting Devices (other Than Glow Starters)
IEC 947	Motor Protection Devices
IEC228	Specification for Conductors in Insulated Cables
IEC287	Calculation of Continuous Current Rating of Cables
IEC331	Tests on Essential Insulated Power Cables under Fire Conditions
IEC332-1	Tests on Non-essential Insulated Power Cables under Fire Conditions
IEC60502	Power cables with extruded insulation and their accessories for rated voltages from 1 kV (Um = 1,2 kV) up to 30 kV (Um = 36 kV)
IEC754-1	Method of Determination of Amount of Halogen Acid Gas Evolved during Combustion
BS ISO 11342	Mechanical vibration. Methods and criteria for the mechanical balancing of flexible rotors
EN 61386-1	Conduit systems for cable management. General requirements
BS EN 50085-1	Cable trunking systems and cable ducting systems for electrical installations. General requirements

2.10.2 EMC Related Standards

Reference of the Standard	Title
AS 2832	Cathodic Protection of Metals
AS/ACIF S0008	Requirements for customer cabling products
AS/ACIF S0009	Installation requirements for customer cabling
AS/IEC 60870.2.1	Telecontrol equipment and systems – Operating conditions – Power supply and electromagnetic compatibility
AS/IEC 62040.2	UPS – EMC Requirements
AS/NZS 4251.1	EMC – Generic emission standard – Residential, commercial and light industry
AS/NZS 4252.1	EMC – Generic immunity standard – Residential, commercial and light industry
AS/NZS 4778	EMC for radio communications equipment
AS/NZS 61000	EMC Requirements
AS/NZS 61000.3.6	Assessment of emission limits for distorting loads in MV and HV power systems – Basic EMC publication
AS/NZS 61000.3.7	Assessment of emission limits for fluctuating loads in MV and HV power systems – Basic EMC publication
AS/NZS 61000.4.1	EMC Part 4-1: Testing and measuring techniques – Overview of EN 61000-4
AS/NZS 61000.4.11	Electromagnetic compatibility (EMC) Part 4:11: Testing and measuring techniques – Voltage dips, short interruptions and voltage variations immunity tests
AS/NZS 61000.4.2	Electromagnetic compatibility (EMC) Part 4-2: Testing and measuring techniques – Electrostatic discharge requirements
AS/NZS 61000.4.3	Electromagnetic compatibility (EMC) Part 4-3: Testing and measuring techniques – Radio frequency electromagnetic field - immunity tests
AS/NZS 61000.4.4	Electromagnetic compatibility (EMC) Part 4-4: Testing and measuring techniques – Electrical fast transient/burst requirements
AS/NZS 61000.4.5	Electromagnetic compatibility (EMC) Part 4-5: Testing and measuring techniques – Surges immunity tests
AS/NZS 61000.4.6	Electromagnetic compatibility (EMC) Part 4-6: Testing and measuring techniques – Immunity to conducted disturbances, induced by radio-frequency fields tests

Reference of the Standard	Title
AS/NZS 61000.4.8	Electromagnetic compatibility (EMC) Part 4-8: Testing and measuring techniques – Power frequency magnetic field immunity tests
AS/NZS 61000.6.2	EMC Generic Immunity Standard
AS/NZS 61000.6.4	EMC Generic Emission Standard
AS3000	Electrical installations
EN 50061	EMC Standard for Cardiac Pacemaker
EN 50121	Railway Applications – EMC Part 1 to 5
EN 50121-2	Railway applications –Electromagnetic compatibility – Part 2: Emission of the whole railway system to the outside world
EN 50122-1	Rail Applications – Fixed installations Part 1. Protective provisions relating to electrical safety and earthing.
EN 55022	Limits and Methods of Measurement of Radio Interference Characteristics of Information Technology Equipment.
EN 55024	Information technology equipment – Immunity characteristics – Limits and methods of measurement
IEC 60255	Measuring relays and protection equipment - Part 27: Product safety requirements
IEC 61131	Industrial control programming standard advancements
RailCorp Standard ESC340	Cabling for Tunnels
RailCorp Standard ESM102	Communication Outdoor Cabling Standard
RIC standard SC00220000 SP	Environmental Conditions
TS009	Installation Requirements for Customer Cabling (Wiring Rules).

2.10.3 General Standards or Guidelines

Reference of the Standard	Title
BS 1192	Collaborative production of architectural, engineering and construction information. Code of practice

Reference of the Standard	Title
BS 7000-5	Design Management Systems
BS EN 62402	Obsolescence management. Application guide
BS EN ISO 6385	Ergonomic principles in the design of work systems
ISO 10007	Quality management systems -- Guidelines for configuration management
ISO 14001:2004	Environmental Management System Specification
ISO 9001	Quality Management Systems
ISO/PAS16739	Industry Foundation Classes (IFC) for data sharing in the construction and facility management industries
NSF 110	National Sanitation Foundation
ISO 2768-k	Geometrical Tolerances
ISO 2768-m	Geometrical Tolerances

2.10.4 Installation Related Standards

Reference of the Standard	Title
BS 6262-1	Glazing for buildings. General methodology for the selection of glazing
BS 6262-6	Glazing for buildings. Code of practice for special applications
BS 6262-7	Glazing for buildings. Code of practice for special applications
BS 6946	Specification for metal channel cable support systems for electrical installations
BS 8000-7	Workmanship on building sites. Code of practice for glazing
BS EN 60034-14	Measurement evaluation and limits of vibration severity
BS ISO 10816-1	Mechanical vibration. Evaluation of machine vibration by measurements on non-rotating parts. General guidelines
IEC 34-14	Measurement evaluation and limits of vibration severity

2.10.5 Material Specification Related Standards

Reference of the Standard	Title
AAMA 2605	Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminium Extrusions and Panels
ASTM B117	Standard Practice for Operating Salt Spray (Fog) Apparatus
ASTM D 2244	“Standard Test Method for Calculation of Colour Differences From Instrumentally Measured Colour Coordinates “
ASTM D 2247	Practise for Testing Water Resistance of Coatings in 100% Relative Humidity
ASTM D 3359	“Standard Test Methods for Measuring Adhesion by Tape Test”
ASTM D 3361	Standard practice for unfiltered open flame carbon arc exposures of paint and rendered coatings”
ASTM D 3363	“Standard Test Method for Film Hardness by Pencil Test”
ASTM D 4145	“Standard Test Method for coating flexibility of prepainted sheet”
ASTM D1400	“Standard Test Method for Non-destructive Measurement of Dry Film Thickness of Non-conductive Coatings Applied to a Non-ferrous Metal Base”
ASTM D2794	“Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)”
ASTM D4145	Standard Test Method for Coating Flexibility of Prepainted Sheet
ASTM D523	“Standard Test Method for Specular Gloss”
ASTM D968	“Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive”
ASTM E 84	“Standard Test Methods for surface burning characteristics of building materials”
ASTM G 154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials
BS 1070	Specification for black paint (tar-based)
BS 1161	Specification for aluminium alloy sections for structural purposes
BS 1449-1.1	Steel plate, sheet and strip. Carbon and carbon-manganese plate, sheet and strip. General specification

Reference of the Standard	Title
BS 2569	Specification for sprayed metal coatings. Protection of iron and steel against corrosion and oxidation at elevated temperatures
BS 2870	Specification for rolled copper and copper alloys: sheet, strip and foil
BS 3410	Specification for metal washers for general engineering purposes
BS 3416	Specification for bitumen-based coatings for cold application, suitable for use in contact with potable water
BS 3692	ISO metric precision hexagon bolts, screws and nuts. Specification
BS 3692-8.8	ISO metric precision hexagon bolts, screws and nuts. Specification
BS 381C	ISO metric precision hexagon bolts, screws and nuts. Specification
BS 3987	Specification for anodic oxidation coatings on wrought aluminium for external architectural applications
BS 4 : Part 1	Structural steel sections. Specification for hot-rolled sections
BS 4109	ISO metric black hexagon bolts, screws and nuts. Specification
BS 4255-1	Rubber used in preformed gaskets for weather exclusion from buildings. Specification for non-cellular gaskets
BS 4320	Specification for metal washers for general engineering purposes. Metric series
BS 4345	Specification for slotted angles
BS 4464	Specification for spring washers for general engineering and automobile purposes. Metric series
BS 4483	Steel fabric for the reinforcement of concrete. Specification
BS 4568, Part 1	Specification for steel conduit and fittings with metric threads of ISO form for electrical installations. Steel conduit, bends and couplers
BS 4604:Part 1	Specification for the use of high strength friction grip bolts in structural steelwork. Metric series. General grade
BS 4604: Part 2	Specification for the use of high strength friction grip bolts in structural steelwork. Metric series. General grade
BS 4652	Specification for zinc-rich priming paint (organic media)

Reference of the Standard	Title
BS 4677	Specification for arc welding of austenitic stainless steel pipework for carrying fluids
BS 476	Fire tests on building materials and structures. Non-combustibility test for materials
BS 4872	Specification for approval testing of welders when welding procedure approval is not required. Fusion welding of steel
BS 4872:Part 1	Specification for approval testing of welders when welding procedure approval is not required. Fusion welding of steel
BS 4921	Specification for sherardized coatings on iron or steel
BS 4933	Specification for ISO metric black cup and countersunk head bolts and screws with hexagon nuts
BS 549	Specification for diacetone alcohol
BS 6150	Painting of buildings. Code of practice
BS 6213	Selection of construction sealants. Guide
BS 6262-4	Glazing for buildings. Code of practice for safety related to human impact
BS 6262-6	Glazing for buildings. Code of practice for safety related to human impact
BS 6262-7	Glazing for buildings. Code of practice for special applications
BS 7079	General introduction to standards for preparation of steel substrates before application of paints and related products
BS 7371-12	Coatings on metal fasteners. Requirements for imperial fasteners
BS 7668	Weldable structural steels. Hot finished structural hollow sections in weather resistant steels. Specification
BS 8000-12	Workmanship on building sites. Code of practice for decorative wallcoverings and painting
BS 812-105.2	Testing aggregates. Methods for determination of particle shape. Elongation index of coarse aggregate
BS 8481	Design, preparation and application of internal gypsum, cement, cement and lime plastering systems. Specification
BS 952-1	Glass for glazing. Classification

Reference of the Standard	Title
BS 952-2	Glass for glazing. Terminology for work on glass
BS EN 10025-1	Hot rolled products of structural steels. General technical delivery conditions
BS EN 10025-3	Hot rolled products of structural steels. Technical delivery conditions for normalized/normalized rolled weldable fine grain structural steels
BS EN 10025-4	Hot rolled products of structural steels. Technical delivery conditions for normalized/normalized rolled weldable fine grain structural steels
BS EN 10029	Specification for tolerances on dimensions, shape and mass for hot rolled steel plates 3 mm thick or above
BS EN 10048	Hot rolled narrow steel strip. Tolerances on dimensions and shape
BS EN 10051	Continuously hot-rolled uncoated plate, sheet and strip of non-alloy and alloy steels. Tolerances on dimensions and shape
BS EN 10056-1	Specification for structural steel equal and unequal angles. Dimensions
BS EN 10067	Hot rolled bulb flats. Dimensions and tolerances on shape, dimensions and mass
BS EN 1008	Mixing water for concrete. Specification for sampling, testing and assessing the suitability of water, including water recovered from processes in the concrete industry, as mixing water for concrete
BS EN 10083-1	Steels for quenching and tempering. General technical delivery conditions
BS EN 10084	Case hardening steels. Technical delivery conditions
BS EN 10085	Nitriding steel. Technical delivery conditions
BS EN 10087	Free cutting steels. Technical delivery conditions for semi-finished products, hot rolled bars and rods
BS EN 10088-3	Stainless steels. Technical delivery conditions for semi-finished products, bars, rods, wire, sections and bright products of corrosion resisting steels for general purposes
BS EN 10095	Heat resisting steels and nickel alloys
BS EN 1011-1	Welding. Recommendations for welding of metallic materials. General guidance for arc welding

Reference of the Standard	Title
BS EN 1011-2	Welding. Recommendations for welding of metallic materials. Arc welding of ferritic steels
BS EN 1011-3	Welding. Recommendations for welding of metallic materials. Arc welding of stainless steels
BS EN 1011-8	Welding. Recommendations for welding of metallic materials. Welding of cast irons
BS EN 10210-1	Hot finished structural hollow sections of non-alloy and fine grain steels. Technical delivery requirements
BS EN 10210-2	Hot finished structural hollow sections of non-alloy and fine grain steels. Tolerances, dimensions and sectional properties
BS EN 10250-4	Open steel die forgings for general engineering purposes. Stainless steels
BS EN 10277-1	Bright steel products. Technical delivery conditions. General
BS EN 10277-5	Bright steel products. Technical delivery conditions. Steels for quenching and tempering
BS EN 10278	Dimensions and tolerances of bright steel products
BS EN 10296-1	Welded circular steel tubes for mechanical and general engineering purposes. Technical delivery conditions. Non-alloy and alloy steel tubes
BS EN 10296-2	Welded circular steel tubes for mechanical and general engineering purposes. Technical delivery conditions. Stainless steel
BS EN 10297-1	Seamless circular steel tubes for mechanical and general engineering purposes. Technical delivery conditions. Non-alloy and alloy steel tubes
BS EN 10305-1	Steel tubes for precision applications. Technical delivery conditions. Seamless cold drawn tubes
BS EN 10305-6	Steel tubes for precision applications. Technical delivery conditions. Welded cold drawn tubes for hydraulic and pneumatic power systems
BS EN 1090-2	Execution of steel structures and aluminium structures. Technical requirements for the execution of steel
BS EN 12020-2	Aluminium and aluminium alloys. Extruded precision profiles in alloys EN AW-6060 and EN AW-6063. Tolerances on dimensions and form
BS EN 12163	Copper and copper alloys. Rod for general purposes



Sydney Metro City & Southwest

Sydenham Station and Junction (SSJ)

Schedule C1

Scope of Works and Technical Criteria
(SWTC)

Appendix B1.0 – Civil and Structural Works

PROJECT	Sydenham Station and Junction (SSJ)	DATE	14 September 2017
GROUP	Sydney Metro City & Southwest	STATUS	Final
AUTHOR	Transport for NSW	REVISION	1.2
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1. Overview

- (a) The civil and structural works addressed by this document include the permanent new infrastructure and modifications to existing infrastructure associated with the Project Works and Temporary Works.

2 Requirements

2.1 General

- (a) The following issues must be addressed by the SSJ Contractor in the design of the civil and structural works:
- (i) Design Life, durability, and whole of life cycle;
 - (ii) reliability, availability, maintainability and safety requirements;
 - (iii) architectural and urban design requirements;
 - (iv) fire and life safety strategy;
 - (v) flood protection;
 - (vi) impact of the SSJ Contractor's Activities on Interface Contractors; and
 - (vii) provision for future expansion, upgrades, and improvement.
- (b) Permanent structural elements are not permitted within the structure gauge. Where any permanent structural element is proposed adjacent to, above or below the structure gauge, the clearance to the structure gauge for Sydney Trains, ARTC and the Operator must be submitted by the SSJ Contractor as part of the Design Stage 1 Design Documentation.
- (c) Permanent structural elements, including ground anchors, rock bolts, soil nails, and batters are not permitted to extend outside of the Site without approval from the Principal's Representative.
- (d) All permanent ground supports within the Site, including soil nails, rock bolts, and anchors, must have their influence zone at least 3m lands outside the Site.
- (e) Structures must be designed such that settlement, heave or movement between elements during all stages of construction and throughout the Design Life of the structure is kept to the design limits, and that the Design Documentation states the design movements and limits.
- (f) Epoxy anchors, or other forms of structural anchorage which are reliant on adhesion, must not be used to support tensile loads imposed by structural elements where the failure of the structural element may result in a risk to life or reduction in operational performance.
- (g) All temporary ground anchors installed to support excavations must be destressed by the SSJ Contractor, prior to or at Construction Completion of the permanent works.
- (h) Concrete used in all civil and structural works must meet the requirements set out in Table 2.1.

Table 2.1 Maximum Cementitious Content

Design Concrete Characteristic Compressive Strength	Maximum Cementitious Content (weight in kg per cubic metre of concrete)
Up to and including 20MPa	280
20MPa to and including 25MPa	310
25MPa to and including 32MPa	360
Between and including 40MPa to 65MPa	450
Greater than 65MPa	500

- (i) The cement content in all concrete used in the Project Works and Temporary Works must contain fly ash or ground granulated blast furnace slag, in compliance with the following requirements:
 - (i) for concrete elements that are nominally thicker than 600mm, excluding local discrete thickening, and where the design water/cementitious ratio is less than 0.40, the cementitious content must contain at least 50% fly ash or 70% slag;
 - (i) for concrete elements less than or equal to 600mm in thickness, the cementitious content must contain at least 25% fly ash or 50% slag; and
 - (ii) concrete elements that have a fly ash content which is greater than or equal to 50% of the total cementitious content and/or a slag content which is greater than or equal to 70% of the total cementitious content must receive a minimum of 7 days of continuous moist curing after casting.
- (j) The minimum concrete strength grades must be as nominated in Table 2.1.1 below:

Table 2.1.1 Minimum concrete strength grades

ELEMENT	CONCRETE GRADE $f'c$ (MPa) at 28 days
structural works generally U.N.O	40
precast members cast on rigid formwork	50
blinding and mass fill concrete	20

- (k) Concrete finishes for formed surfaces must be Class 2C (exposed surfaces) and Class 3 for all permanently hidden surfaces in accordance with AS 3610.1.
- (l) Concrete elements must be designed and constructed with suitable control joints to ensure that cracks are straight and easy to maintain.
- (m) Design Life must be in accordance with the ASA and AS5100 standards. Specific Design Life requirements are listed in Table 4-3 of the SWTC.
- (n) The SSJ Contractor must allow for loads, fixtures and fitments arising from maintenance access requirements including, but not limited to access equipment, gantries, fall arrest roof fittings and rope access fittings.

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2.3 Station platforms

- (a) Metro Station platforms must be designed to minimise the gap between the train and platform edges.
- (b) Where Metro Station platforms are retained existing platforms, they must accommodate platform screen doors or platform edge screens, comply with the requirements of ASA Standard T HR CI 12065 ST Station Platform, and comply with the minimum Design Life.
- (c) The SSJ Contractor must design and construct the modifications to the Sydneyham Station platforms, in accordance with ASA standards T HR CI 12065 ST 'Station Platform'.

2.4 Direct drilling requirements

- (a) The Project Works are to be designed to accommodate anchors for the support of services and finishes. The maximum anchor depth permitted is 125 mm and shall avoid any clashes or damage to reinforcement or tendons, and shall comply with the project durability requirements.
- (b) Post drill anchor systems are not permitted for the support of permanent structures other than those described in section 2.4 (a) above.
- (c) Post drill anchors systems are not permitted to be used for the support of OHWS, unless otherwise approved by the Principal's Representative.

2.5 Sydney Water Works

- (a) The aqueduct, maintenance access ramps, pump station, culverts and modifications to Sydneyham Pit must be designed and constructed in accordance with Sydney Water requirements.
- (b) The SSJ Contractor in carrying out the SSJ Contractor's Activities must preserve the State-Heritage listing status of the existing pump structure and Sydneyham Pit.
- (c) New and retained Sydney Metro Works and Brownfield Works structural works must be structurally independent of Sydney Water assets, including:
 - (i) not relying on the Sydney Water assets for stability;
 - (ii) achieving long term durability performance; and
 - (iii) Collision protection.

2.6 Structural works, including elevated concourse structures

2.6.1 General

- (a) All New Bridges and Replacement Bridges must meet the requirements of AS5100 Bridge Design (all parts) unless demonstrated otherwise by risk assessment and approved by the Principal), RMS Bridgework specifications, RMS Bridge Technical Direction Manual, RMS Technical Directions, ASA Standard ESC 310 'Underbridges' and, T HR CI 12030 ST 'Overbridges and Footbridges', and other relevant Australian Standards and Codes. RMS Bridge Technical Direction Manual and RMS Technical Directions contain design and design detailing requirements that are additional to the requirements of AS5100 Bridge Design (all parts).
- (b) Where structures or buildings are to be retained, they must have a Load Rating undertaken.
- (c) Where Existing Bridges, structures or buildings are to be retained, they must have a condition inspection undertaken in accordance with TMC301 'Structures Inspection Manual'.
- (d) Where Existing Bridges, structures or buildings require maintenance by the SSJ Contractor, the maintenance works must be undertaken in accordance with TMC302 'Structures Repair Manual'.

2.6.2 Structural performance and design requirements for new Project Works

- (a) Where New Bridges and retaining walls have piled foundations, at least 15% of the piles (with a minimum of one pile per element) must be designed and constructed to include a full depth 50mm inclinometer casing to allow for future installation of inclinometers. Inclinometer casings must be safely accessible from the permanent access locations at the abutments and must have a removable and lockable cap.
- (b) An installation and monitoring procedure for the use of inclinometers must be provided. The procedure must detail the safe and appropriate use of the casings for the installation and monitoring of inclinometers during operation.
- (c) Polished stainless steel surface mating with polytetrafluoroethylene (PTFE) must be in accordance with ASTM A240/A240M Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications and not AS1449 Wrought alloy steels - Stainless and heat-resisting steel plate, sheet and strip.
- (d) The abutments for New Bridges, Replacement Bridges and elevated concourses must meet the following minimum requirements:
 - (i) where retaining structures are located at the front face of the abutment, the design must incorporate a primary support system for the abutment headstock (such as piles);
 - (ii) steel piles must not be used; and
 - (iii) the maximum lateral soil movement after the construction of abutment piles must be no greater than that identified in the Design Documentation.
- (e) New Bridges or Replacement Bridges must have approach slabs that meet the following minimum requirements:
 - (i) approach slabs must not be integral with the bridge's superstructure;
 - (ii) the design of approach slabs must be in accordance with RMS Bridge Technical Direction Bridge Policy Circular, BPC 2004/10 (overbridges) or ASA Standard ESC310 Underbridges (underbridges);
 - (iii) traffic barriers must not be designed as an integral part of the approach slabs;
 - (iv) in fill areas, provision must be made to enable jacking of the approach slabs after any settlement occurs. The methodology for jacking of approach slabs after settlement occurs must be included in the Design Documentation; and
 - (v) the surface of bridge joints and approach joints, including surface seal and cover plate areas, must not deviate by more than 3mm when measured from a 3m straight edge.
- (f) The installation of elastomeric bearings supporting concrete bridge girders must comply with the requirements of RMS Bridge Technical Direction Bridge Policy Circular BPC 2007/02. Recesses to the underside of the girders must not be used to fix the top of the elastomeric bearings.

- (g) Stainless steel dowel bars must be provided to connect the approach slabs to bridge abutments and in other situations where the dowel bars are acting structurally, including horizontal restraints between the bridges substructure and superstructure.
- (h) Stainless steel dowel bars must be Grade 304 conforming to ASTM A276.
- (i) Where restraint blocks are provided on top of overbridge piers and abutments to transfer lateral loads, such as earthquake loads, from the superstructure of the bridge to the substructure of the bridge, a buffer elastomeric bearing strip or pad must be provided. Restraint blocks must not be used to restrain traffic loads.
- (j) Concrete to concrete, or concrete to steel contact must not occur between the lateral restraint block and the sides of bridge beams.
- (k) Lateral restraint blocks must be constructed after the adjoining bridge beams have been erected to ensure a constant gap is maintained.
- (l) Structures that are subject to submergence must be designed to the requirements in AS 5100.2 and to the following additional requirements:
 - (i) structures that will be partially or fully submerged by flood events more frequent than or equivalent to the 1 in 50 year ARI must not have superstructures consisting of closed cell girders e.g. Super-T girders; and
 - (ii) structures subject to submergence must comply with the Appendix A of the "RMS Bridge Waterway Manual for all levels of submergence.

2.6.3 Electrolysis protection

- (a) Steel reinforcement in the substructure of bridges, elevated concourses and other spanning structures must be electrically continuous in compliance with AS2832.5 to achieve a half-cell circuit, bonded to electrolysis monitoring terminals.
- (b) Electrolysis monitoring terminals must be ERICO FDB 16 or equivalent and installed in compliance with AS2832.5 and RMS Bridge Technical Direction BTD 2008/13 in an accessible location at the abutment that minimises impacts on train operations.
- (c) Welding must be in accordance with AS1554.3 and RMS Specifications B80 and B204.

2.6.4 Structures

- (a) Stepped or half joints must not be used in new overbridge superstructures.
- (b) New Bridges being road overbridges must allow for the jacking up of the superstructure to facilitate bearing replacement under traffic in accordance with the requirements set out in RMS Bridge Technical Direction BTD 2007/12.
- (c) Bridge traffic barriers must be provided for all road overbridges.
- (d) The New Bridges and Replacement Bridges traffic barriers must be designed to a minimum of 'Medium Performance Level' in accordance with AS5100 and must be subject to a risk assessment to determine whether a higher performance level is required.

- (e) The Existing Bridges traffic barriers must be designed to the maximum performance level achievable for the bridge superstructure, and must be subject to a risk assessment in accordance with AS5100 to determine whether this performance level is acceptable.
- (f) The SSJ Contractor must comply with the following minimum requirements with respect to New Bridge and Replacement Bridge abutments and piers:
 - (i) where reinforced soil walls are used as the front face of an abutment, the design must incorporate a primary support system for the abutment headstock (such as prestressed concrete pile);
 - (ii) abutment slope protection must be provided for all New Bridges and Replacement Bridges. Existing Bridges should be assessed to determine if abutment slope protection is required;
 - (iii) steel piles must not be used;
 - (iv) where the depth to 'rock Class IV' (as defined in Pells P. J. N., Mostyn, G. & Walker, B.F. 1998, 'Foundations on Sandstone and Shale in the Sydney Region', Australian Geomechanics – Dec 1998) or better exceeds 3m, raking pile configurations must not be used;
 - (v) displacement restraint and rotational restraint at the abutment pile head must be minimised to reduce the internal pile forces (bending moments, shear forces) induced by lateral soil movement;
 - (vi) downdrag (negative skin friction) effects due to settlement on piles must be allowed for in the design of such piles, together with methods to reduce such effects; and
 - (vii) the maximum lateral soil movement after the construction of overbridges abutment piles must be no greater than that designed in advance of construction.
- (g) Access must be provided to the following situations:
 - (i) for inspection and maintenance of the structure without the need to disrupt or stop train operations, or within the specified maintenance periods; and
 - (ii) where necessary safety railings must be provided in accordance with AS1657.
- (h) The SSJ Contractor must comply with the following minimum requirements with respect to concrete and reinforcement:
 - (i) references to concrete cover to steel reinforcement in standard RMS bridge drawings, RMS Bridge Technical Direction Manual and RMS Technical Directions refer to "nominal" cover as defined in section 4.10.3.1 of AS 5100.5 unless stated otherwise;
 - (ii) crack control design for prestressed beams must be in accordance with section 8.6.2(a)(ii) in AS5100.5, except that the increment in steel stress must be limited to 160MPa as the load increases from the decompression state to the maximum combined serviceability limit state load;
 - (iii) lap splicing of shear reinforcement must not be undertaken;

- (iv) where the least dimension of a concrete element exceeds 1000mm, the temperature differential across any face of the concrete element must not exceed 27°C during the curing period, thermocouples must be located within the concrete element to monitor the maximum temperature and differential temperature across the concrete;
 - (v) road overbridges must not incorporate low ductility steel reinforcement Class L;
 - (vi) any helix must be anchored at its ends by 1.5 extra turns of the helix at zero pitch and a hook around a main longitudinal reinforcing bar or a 300mm long cog into the concrete core of the column or pile;
 - (vii) within the length of a column or pile, a helix must be spliced by welding or mechanical anchor or 1.5 extra turns of the helix with hooks around the main longitudinal reinforcing bars or 300mm long cogs into the concrete core of the column or pile; and
 - (viii) the calculated torsion moment T^* in sub-sections 8.3.4(a)(i) and 8.3.4(a)(ii) in AS5100.5, must be calculated assuming the uncracked section properties.
- (i) Where waterproofing is required as defined in SWTC Sydney Bridge Works the SSJ Contractor must provide it in accordance with RMS Specification B344 'Sprayed Bituminous Waterproofing Membrane'.

2.6.4.2 Utility Service Works provisions for new road overbridges

- (a) Utility Services must be provided in road overbridges in accordance with the requirements of RMS Technical Direction 2008/08.
- (b) The Utility Services and future Utility Services conduits and pipes must be provided in accordance with the requirements of the relevant Authority.
- (c) Future Utility Services conduits and pipes must be terminated a minimum of 1m beyond the bridge approach slab.
- (d) Utility Services and future Utility Services conduits and pipes must be located to ensure the future road or verge level provides cover in accordance with the relevant Authority requirements and must be protected from construction traffic loadings.
- (e) Utility Services and future Utility Services conduits and pipes must be designed to enable maintenance access in accordance with the relevant Authority requirements, from finished verge or roadway surface without requiring access to the track formation.

2.7 Retaining walls

- (a) All existing timber retaining walls within the Site must be replaced. Timber retaining walls must not be used on the Project Works.
- (b) Unless stated otherwise, new retaining wall works must be in accordance with the requirements of AS5100 and ASA Specification T HR CI 12060 ST 'Retaining Walls', SPC 301 'Structures Construction' and T HR CI 12111 SP Earthworks Material'.

- (c) Retaining walls adjacent to RMS infrastructure must comply with RMS Technical Direction GTD 2012/001.
- (d) Reinforced soil walls must comply with ASA Specification T HR CI 12060 ST 'Retaining Walls', RMS D&C Specification R57 and D&C Specification R58.
- (e) Soil nail walls (including rock bolt walls) must comply with BS8006-2 for soil nail design and ASA Specification T HR CI 12060 ST 'Retaining Walls'.
- (f) Soil nail walls (including rock bolt walls) must be constructed and tested in accordance with RMS D&C Specification R64.
- (g) All mesh for gabion walls must be polyvinylchloride (PVC) coated, or hot dipped galvanised or zinc aluminium alloy mesh baskets. Gabion walls shall be in accordance with ASA Specification T HR CI 12060 ST 'Retaining Walls'.
- (h) All anchor bolt and rock bolt heads must be recessed so that a uniform planar finish is achieved.
- (i) Retaining walls must be maintenance free and must not contain any prestressed elements such as ground anchors or rock anchors that require restressing and servicing for the Design Life of the retaining walls.
- (j) A safety handrail or barrier must be provided on top of a retaining wall where the wall height introduces a potential to fall vertically from the top of the wall. .
- (k) Retaining walls must include appropriate provision for back of wall drainage, including provisions for cleaning and maintenance of the drainage infrastructure.
- (l) Where retaining walls support a bridge superstructure or any future bridge superstructure, the bridge must not be considered to provide lateral support to the retaining walls.
- (m) The design of retaining walls must consider and address the following geotechnical failure mechanisms, both internal and external to the structures:
 - (i) ultimate limit states:
 - A. bearing failure;
 - B. sliding failure;
 - C. rotational failure; and
 - D. slip failure.
 - (ii) serviceability limit states:
 - A. settlement and lateral movement;
 - B. tilting and rotation; and
 - C. differential settlement.
- (n) Soil supporting structures for the excavations must comply with the requirements in AS 5100.3 Bridge design - Bridge design - Foundations and soil-supporting structures.

- (o) Ground anchors used to provide excavation support must comply with the requirements of ASA Specification T HR CI 12060 ST 'Retaining Walls' and Roads & Maritime Services Specification D&C B114 Ground Anchors, except that:
 - (i) the requirements of Clauses 7.4.3, 9.4 and 12.3 of Roads & Maritime Services Specification D&C B114 Ground Anchors do not apply;
 - (ii) the Design Life requirements identified in section 4.2 of the SWTC apply; and
 - (iii) references to "Project Verifier" are to be read as a reference to Independent Certifier.
- (p) Soil nails used to provide excavation support must comply with the requirements of Roads & Maritime Services Specification D&C R64 Soil Nailing, except that:
 - (i) the requirements in Clauses 2.2.4 and 5.2.1 of Roads & Maritime Services Specification D&C R64 Soil Nailing and any requirements relating to obtaining approval from the RMS Representative do not apply;
 - (ii) the Design Life requirements identified in Clause 4.2 of the SWTC apply; and
 - (iii) references to "Project Verifier" are to be read as a reference to Independent Certifier.
- (q) Retaining structures must have a plane surface finish, except for capping beams. The surface of the retaining structures must not depart at any point by more than 50mm from the surface plane of the retaining structures in a normal direction.
- (r) Retaining structures must be designed and constructed to be free draining.
- (s) Retaining structures must be designed and constructed to make allowance for a minimum water pressure behind the wall that is equivalent to one third of the retained height.
- (t) Where retaining structures have a drainage system directly behind the facing of the retaining structures, the outlet level for the drainage system must be above the top of the adjoining finished surface level at the toe of the structure and no higher than 200mm above the adjoining finished surface level at the toe of the structure.
- (u) Weepholes and bored drains must not discharge water on to the face of the retaining structure.
- (v) Where applicable retaining structures must allow for fixing of rail services and equipment using anchors with a maximum embedded depth of 125 mm with no adverse impact on structural integrity, durability or watertightness.
- (w) The design of retaining structures must consider all adverse groundwater and surface water conditions that may occur during the Design Life.
- (x) All sprayed concrete facings on retaining structures must be durable fibre reinforced concrete. Sprayed concrete facings must comply with the requirements of Roads & Maritime Services Specification D&C B82 Shotcrete Work, except that references to "Project Verifier" are to be read as a reference to the Independent Certifier.

2.8 Noise barrier walls

- (a) Noise barrier walls must comply with:
- (i) ASA Standard T HR CI 12070 ST "Miscellaneous Structures;
 - (ii) AS5100 Bridge Design; and
 - (iii) RMS D&C Specification R271.
- (b) The final layout of the noise barrier walls must comply with the following:
- (i) the top of the noise mitigation measures must be profiled parallel with the adjacent track gradient and / or upper surface of the relevant retaining wall or other structure. No steps are to be allowed in the top of the wall;
 - (ii) noise mitigation structures must be free from holes, openings and gaps;
 - (iii) where openings are required for personnel or vehicle access, an overlap is to be provided such that composite performance applies;
 - (iv) noise walls are to be constructed from pre-cast concrete panels or other modular construction, subject to approval of the Principal;
 - (v) noise wall layouts are to be simple, straight, or large radius curved alignments, sympathetic to the Rail Corridor, adjoining terrain and infrastructure. A strong vertical pattern and texture must be applied to all precast walls to form lines as specified in Appendix B3.0 of the SWTC;
 - (vi) all exposed surfaces are to be coated with anti-graffiti treatment as specified in ASA standards, applied to the entire surface of the wall. The anti-graffiti coating must match the adjacent surface and the colour and appearance of the structure to the greatest extent possible; and
 - (vii) noise mitigation structures must not encroach on minimum clearance zones for rail facilities, including access roads, and must be comply with ASA standards.

2.9 Overhead wiring support structures

- (a) OHWS (including shared structures) must comply with the requirements of the relevant ASA standards including ASA standard: THR CL 12040 ST – Overhead Wiring Structures and Signal Gantries.

2.10 Canopy structures

- (a) Canopy columns that are integral with OHWS must comply with section 2.9 above.

2.11 Drainage and hydrology

2.11.1 General

- (a) The permanent new infrastructure for hydrology and drainage works include:
- (i) all new drainage infrastructure, including surface, subsoil and track drainage;

- (ii) water quality treatment facilities and/or modifications to existing facilities;
 - (iii) on site detention / attenuation storage or modifications to existing;
 - (iv) connections into the downstream drainage system or nearest watercourses;
 - (v) integration of water sensitive urban design elements;
 - (vi) road drainage pits, pipes and raised platforms as modifications to existing road drainage;
 - (vii) drainage of walkways, footpaths, platforms and canopies;
 - (viii) drainage systems for all new structures and buildings;
 - (ix) pumps including sensors, controls and signals;
 - (x) augmentation of the existing drainage system to suit the Project Works and Temporary Works;
 - (xi) identification, protection, relocation and/or adjustment of all existing drainage services, chartered or unchartered, which conflict with the Project Works and Temporary Works; and
 - (xii) provision of drainage connection into drainage networks at the base of each CSR pit and cable turning chamber.
- (b) The SSJ Contractor must design and construct all aspects of the drainage infrastructure necessary to ensure the effective drainage of the Project Works and Temporary Works.
- (c) The drainage system must have pipe outlet inverts at levels that discharge either at or above the existing surrounding natural surface levels or into the surface drainage system.
- (d) Spillways to basins must be designed to provide controlled discharge of flows for events up to and including the design storm in Table 2.11.3, including appropriate scour control.
- (e) The drainage systems must be designed for vehicular and/or imposed loading, including from Rolling Stock, where appropriate.
- (f) The runoff from the bridge deck must not be discharged into the Rail Corridor.
- (g) Scuppers and drainage pits are not permitted on road overbridges.
- (h) Unless stated otherwise the drainage works must comply with:
- (i) ASA T HR CI 12130 MA (Track Drainage);
 - (ii) ASA T HR CI 12130 ST (Track Drainage);
 - (iii) ASA T HR CI 12110 ST (Earthworks and Formation);
 - (iv) RailCorp Engineering Standard ESC 310 Underbridges;
 - (v) Australian Rainfall and Runoff (2016);
 - (vi) Railcorp Engineering Standard (ESB 004- Station Services and Systems);

- (vii) Building Code of Australia (BCA);
- (viii) NSW Floodplain Development Manual (2015) and the relevant Council standards;
- (ix) Department of Environment and Climate Change (DECC) Floodplain Risk Management Guideline – Practical Consideration of Climate Change, version 1 October 2007;
- (x) DECC’s Draft Seas Level Rise Policy Statement, February 2009; and
- (xi) all other requirements to comply with all relevant Authorities.

2.11.2 Water Quality

- (a) The water quality parameters specified in Table 2.11.2 must be applied within Metro Station and Station Precinct:

Table 2.11.2 Water quality parameters

Requirement	Percentage of urban design area* around Sydenham station precinct (%) which must meet water quality treatment requirements
Water quality treatment to required pollutant reduction criteria (i.e. full treatment) in accordance with Table 2.11.2.1	70%
Water quality treatment to achieve some pollutant reduction and provide some gross pollutant capture, i.e. provision of bio retention gardens, where green landscape areas are available but not GPT (i.e. partial treatment)	20%
No water quality treatment	10%
<i>*urban design area = station car park Precinct (pavement and green areas) and station concourse roof areas.</i>	

Table 2.11.2.1 Water quality treatment requirements

Pollutant	Requirement
Litter	Retention of litter greater than 50mm for flows up to 25% of the 1 year ARI peak flow.
Coarse Sediment	Retention of sediment coarser than 0.125mm for flows up to 25% of the 1 year ARI peak flow.
Oil and Grease	In areas with concentrated hydrocarbon deposition, no visible oils for flows up to 25% of the 1 year ARI peak flow.
Suspended solids	85% retention of the average load
Total phosphorus	65% retention of the average load
Total nitrogen	45% retention of the average annual load

2.11.3 Average Recurrence Intervals

- (a) Drainage infrastructure elements must be designed to comply, as a minimum, with the Average Recurrence Interval (ARI) events and probable maximum flood (PMF) events as specified in Table 2.11.3.
- (b) The following climate change requirements must be included in the drainage Design Documentation:
 - (i) increase the design rainfall intensities by a minimum of 10% for events up to the 100 year ARI;
 - (ii) document the impact of increasing the design rainfall intensities by 20% and 30%; and
 - (iii) document the impact of adopting a design sea level rise of 0.4m and 0.9m on flood behaviour.
- (c) The design must address the impact of blockage in accordance with standard drainage design practice (AR&R).

Table 2.11.3 Design Average Recurrence Intervals

Item	Drainage Infrastructure	Minimum Design ARI
1	Drainage infrastructure for the surface Rail Corridor, including on grade sections of Track	50 year ARI + 10% increase in rainfall intensity to allow for climate change effects
2	Flood immunity of above ground rail formation for Tracks in the Sydney Metro Works from Marrickville dive to country end of Metro Station platforms	100 year ARI + 10% increase in rainfall intensity to allow for climate change effects
3	Protection of Marrickville dive from overland flow	Worst of 100 year ARI + 0.5m or PMF
4	Flood immunity of above ground rail formation for Tracks in the Sydney Metro Works from country end of Sydneyham station platforms toward Marrickville	50 year ARI + 10% increase in rainfall intensity to allow for climate change effects
5	Flood immunity of above ground rail formation for Sydney Trains tracks in the Brownfield Works	No increase in flood levels or frequency of flooding compared to existing or as required by Planning Approvals
6	Flood immunity of Metro Station entrances and other routes of potential water ingress into station entrances, platforms and Metro Concourse	100 year ARI + 10% increase in rainfall intensity to allow for climate change effects

Item	Drainage Infrastructure	Minimum Design ARI
7	Above ground rail system facilities	100 year ARI + 0.5m
8	Impact to adjacent properties	As required by Project Conditions of Approval
9	Discharge to external drainage systems	As required by Project Conditions of Approval
10	Spillway to basin-controlled discharge and scour protection	100 year ARI + 10% increase in rainfall intensity to allow for climate change effects

2.11.4 Flood immunity

- (a) Metro Station platforms and entrances from the Gateline must be designed for and located above the flood level resulting from the 100 year ARI event + 10% increase in rainfall intensity to allow for climate change effects, subject to flood risk assessment and flood evacuation plan to identify how flood risks are managed for larger events up to and including the PMF.

2.11.5 Drainage design modelling

- (a) The storm duration used for all drainage design must be the storm duration that produces the largest peak flows and levels.
- (b) Drainage design hydrological / hydraulic modelling must be undertaken using a design program that provides a routed reach outlet hydrograph and models the following:
 - (i) pit/sump entry capacities;
 - (ii) bypass flows to next pits;
 - (iii) pipes and culverts sizing;
 - (iv) detention basins;
 - (v) overland flow times; and
 - (vi) infiltration rates.
- (c) Pipes that will run full must be analysed to determine their hydraulic performance. As a minimum, the analysis must include the identification of flow types and the production of hydraulic grade lines.
- (d) Pit entry and exit losses must be considered and addressed as part of the drainage design hydraulic modelling.

2.11.6 Scour protection

- (a) Scour protection must be provided in all areas susceptible to scouring, including batters and culvert outlets.

- (b) Scour protection must be designed for minimum maintenance-free life of 50 years.

2.11.7 Drainage of underground structures

- (a) Where drainage or sewerage pipes discharge from an underground structure into a surface system, swan necks must be provided at a level above the PMF level.
- (b) If gravity drainage provisions are made for underground structures, the drainage exit points must be above the PMF level to prevent any back flow of water into the sub-surface structures during floods.

2.12 Earthworks and formation

- (a) Earthwork and formation activities must comply with;
 - (i) T HR CI 12110 ST 'Earthworks and Formation'; and
 - (ii) T HR CI 12111 SP 'Earthworks Materials'.
- (b) Allowance for a minimum future excavation of 1m at the toe of embankments, and cuttings must be included for all permanent formation earthworks.
- (c) Cuttings and embankments must be designed to be globally and locally stable throughout the Design Life.
- (d) Batter slopes, which are to be landscaped, must be no steeper than 3H:1V to facilitate maintenance and durability unless approved by the Principal.
- (e) Batter slope designs must detail measures to prevent erosion of material from seams in cuttings that are prone to rapid weathering.
- (f) Protection of the earthworks from scour and erosion, both during and after construction must be incorporated into the Project Works.
- (g) Post-construction settlement of all Track-supporting rail formation must be reduced to design limits that do not put onerous maintenance requirements on the rail operation. Formations must be designed and constructed to comply with the total vertical movement and differential movement limits specified in Table 2.12 during the formation Design Life, (where total vertical movement means the total amount of vertical deformation of the Track formation, at any location on the Track formation, and differential movement means the total change in grade of the track formation measured between any two locations up to 20 m apart, on any part of the track formation in any direction):

Table 2.12 Track formation movement limits

Movement Type	Limit of Track formation movement over any twelve month period	Limit of track Formation movement
Total vertical movement	10 mm (increase or decrease)	15 mm (increase or decrease)
Differential movement	0.1%	0.2%

- (h) Earth backfill material must:
 - (i) be virgin excavated natural material; and
 - (ii) be free of contamination.

2.13 Access Roads

- (a) Maintenance access must be provided to facilitate maintenance of Track and other rail infrastructure during normal operating periods and for emergency services access. Maintenance access must be provided in accordance with:
 - (i) T HR CI 12200 ST 'Access Roads';
 - (ii) T HR CI 12110 ST 'Earthworks and Formation'; and
 - (iii) ESC 215 'Transit Space'.
- (b) Configuration of the access roads must provide for vehicle entry and exit points, turning circles and standing areas.
- (c) In areas where no vehicular access is provided, safe walkway access in accordance with ASA standards must be provided.
- (d) Safety barrier protection must be provided along sections of the new maintenance access roads where there is a risk of vehicles or personnel falling over or colliding with other fixed rail infrastructure. The safety barriers must typically comprise of guardrail, fencing or bollards. Vehicular safety barriers must comply with RMS and Austroads standards, specifications and guides.

2.14 Local Area Works

- (a) Local Area Works, including roadwork, footpath, cycleway, bus bays and Kiss and Ride facilities must comply with the relevant asset authorities' standards, specifications or guidelines.
- (b) The SSJ Contractor must consult with relevant Authorities in developing the road access design for the Project Works.

2.15 Utility Services

- (a) Without limiting any other requirements set out in the Contract, the SSJ Contractor's Activities must:
 - (i) not adversely impact to the Transgrid (330Kv) and Ausgrid (132Kv) services resulting in relocation;
 - (ii) ensure that no Third Party Utility Services points (i.e. pits) are relocated to the Rail Corridor; and
 - (iii) avoid relocation of Utility Services into existing easements dedicated for other utilities.

SCHEDULE C2. – PRELIMINARIES

(Clause 1.1)

Preliminaries: Target Cost Development Phase

For the Target Cost Development Phase, the Preliminaries consist of those functions and tasks not included in the Target Cost Development Phase Site Investigations, Design Work, Provisional Sum Work and Design Work (Signalling), that are to be performed by the SSJ Contractor itself including:

- (a) providing the SSJ Contractor's project management team, site supervision, administration and support staff including but not limited to;
 - (i) wages and salaries (including all applicable taxes);
 - (ii) staff recruitment and relocation costs;
 - (iii) all travel costs, including staff travel costs as well as suitable site vehicles (including running and maintenance costs);
 - (iv) accommodation and meal allowances;
 - (v) communication devices (for example, radios and mobile phones); and
 - (vi) WHS and site inductions, training and personal protective equipment;
- (b) providing suitable information technology, document control, stationary and office supplies, administrative systems, communications systems (including faxes, phones, radios and walkie talkies (or similar)), and other Construction Site consumables for use by the SSJ Contractor's and Principal's personnel (including the Independent Certifier and representatives);
- (c) provision, connection and maintenance of site offices, meeting rooms and other accommodation (including any necessary equipment, photocopiers, furniture, lighting, heating and the like) for use by the SSJ Contractor's personnel including connection to services and associated ongoing running costs such as power phone, data and water;
- (d) establishing on-site and providing site amenities, toilets, lunch rooms, crib rooms, water bubblers, and washing facilities for use by the SSJ Contractor's and Principal's personnel (including the Independent Certifier and representatives);
- (e) providing site amenities for the SSJ Contractor's personnel including subcontractors;
- (f) security, maintenance and cleaning of Construction Site amenities;
- (g) ensuring that the Construction Site is run in a clean, proper and efficient manner:
 - (i) having due regard to the occupation of premises adjacent to or near to the Construction Site; and
 - (ii) so as to ensure that the working areas are kept clean during the progress of the SSJ Contractor's Activities and that debris and waste is removed from the Construction Site as it arises and at completion of the Project;
- (h) providing first aid facilities for use by all construction personnel and the Principal's personnel and representatives;

- (i) provision for external quality and safety audits;
- (j) preparation and updating of Contract Management Plans;
- (k) provision for public communications and community consultation;
- (l) Project related statutory fees and charges including, but not limited to, those referred to in the definition of Authority Approvals;
- (m) carrying out all inductions for all personnel and attendance by the SSJ Contractor's personnel at Sydney Trains, NSW Trains or Other Contractors' inductions, as required to complete the SSJ Contractor's Activities;
- (n) setting out the Project Works, including provision of all surveying staff and equipment;
- (o) management of the Target Cost Development Phase Site Investigations;
- (p) development of the layout of the site facilities;
- (q) interfacing with Interface Contractors;
- (r) developing in conjunction with the Principal's Representative an overall construction methodology;
- (s) attending and chairing formal and informal briefings and meetings including keeping and distributing minutes of the meetings as required;
- (t) carrying out the functions and tasks relating to design management, including:
 - (i) determining in conjunction with the Principal's Representative the breakup of work into construction packages (including staging of the Project Works);
 - (ii) documenting and managing requests for information (RFIs), ensuring RFIs are sent to the appropriate persons with the ability to correctly supply the information and ensuring the information requested is distributed correctly and in a timely manner;
 - (iii) ensuring the requirements of all relevant Authorities and utility service providers are complied with in the design;
 - (iv) completing a detailed cost estimate of the Design Documentation following each design review stage, ensuring the cost estimate satisfies the Target Cost for construction; and
 - (v) reviewing shop drawings and identifying Defects in the drawings and ensuring those Defects are corrected;
- (u) carrying out the functions and tasks relating to the role of principal contractor and in respect to fulfilling the Principal's obligations under safety interface agreements;
- (v) corporate computer systems, software and support; and
- (w) effecting and maintaining insurances (other than insurances required to be effected and maintained by the Principal in accordance with clause 18) and allowances for insurance deductibles and excesses.

Preliminaries: Delivery Phase

For the Delivery Phase, the Preliminaries generally consist of those functions and tasks, not included in the Provisional Sum Work and Design Work, to be performed by the SSJ Contractor itself including:

- (a) providing the SSJ Contractor's project management team, site supervision, administration and support staff including but not limited to;
 - (i) wages and salaries (including all applicable taxes);
 - (ii) staff recruitment and relocation costs;
 - (iii) all travel costs, including staff travel costs as well as suitable site vehicles (including running and maintenance costs);
 - (iv) accommodation and meal allowances;
 - (v) communication devices (for example, radios and mobile phones); and
 - (vi) WHS and site inductions, training and personal protective equipment.
- (b) providing suitable information technology, document control, stationary and office supplies, administrative systems, communications systems (including faxes, phones, radios and walkie talkies (or similar)), and other Construction Site consumables for use by the SSJ Contractor's and Principal's personnel (including the Independent Certifier and representatives);
- (c) provision, connection and maintenance of site offices, meeting rooms and other accommodation (including any necessary equipment, photocopiers, furniture, lighting, heating and the like) for use by the Contractor's personnel including connection to services and associated ongoing running costs such as power phone, data and water;
- (d) establishing on-site and providing site amenities, toilets, lunch rooms, crib rooms, water bubblers, and washing facilities for use by the SSJ Contractor's and Principal's personnel (including the Independent Certifier and representatives);
- (e) providing site amenities for the SSJ Contractor's personnel including subcontractors;
- (f) security, maintenance and cleaning of Construction Site amenities;
- (g) ensuring that the Construction Site is run in a clean, proper and efficient manner:
 - (i) having due regard to the occupation of premises adjacent to or near to the Construction Site; and
 - (ii) so as to ensure that the working areas are kept clean during the progress of the SSJ Contractor's Activities and that debris and waste is removed from the Construction Site as it arises and at completion of the Project;
- (h) providing first aid facilities for use by all construction personnel and the Principal's personnel and representatives;
- (i) provision for external quality and safety audits;
- (j) preparation and updating of Contract Management Plans;

- (k) provision for public communications and community consultation;
- (l) carrying out all inductions for all personnel and attendance by the SSJ Contractor's personnel at Sydney Trains, NSW Trains or Other Contractors' inductions, as required to complete the SSJ Contractor's Activities;
- (m) management of the setting out the Project Works, including management of the provision of all surveying staff and equipment;
- (n) management of any site investigations;
- (o) development of the layout of the site facilities;
- (p) interfacing with Interface Contractors;
- (q) developing in conjunction with the Principal's Representative an overall construction methodology;
- (r) attending and chairing formal and informal briefings and meetings including keeping and distributing minutes of the meetings as required;
- (s) small tools, equipment and disposables necessary for the SSJ Contractor to discharge its obligations under the MRs;
- (t) carrying out the functions and tasks relating to design management, including:
 - (i) determining in conjunction with the Principal's Representative the breakup of work into construction packages (including staging of the Project Works);
 - (ii) documenting and managing requests for information (RFIs), ensuring RFIs are sent to the appropriate persons with the ability to correctly supply the information and ensuring the information requested is distributed correctly and in a timely manner;
 - (iii) ensuring the requirements of all relevant Authorities and utility service providers are complied with in the design;
 - (iv) completing a detailed cost estimate of the Design Documentation following each design review stage, ensuring the cost estimate satisfies the Target Cost for construction; and
 - (v) reviewing shop drawings and identifying Defects in the drawings and ensuring those Defects are corrected.
- (u) carrying out the functions and tasks relating to construction management, including:
 - (i) ensuring that all necessary Authority Approvals, certificates, licences, consents, permits and approvals required from relevant Authorities, utility companies and adjoining owners are obtained so building and other certificates, licences, consents, permits and approvals may be obtained in a timely manner;
 - (ii) ensuring the requirements of all relevant Authorities and utility service providers are complied with during the construction of the Project Works and Temporary Works;

- (iii) advising on the provision and layout of site facilities and site services and obtaining approval from the Principal's Representative to those site facilities and site services to be provided by the SSJ Contractor;
 - (iv) coordinating and managing of Interface Works and access to worksites and the Construction Site, including as described in the Site Access Schedule;
 - (v) monitoring the performance of Subcontractors against the detailed SSJ Contractor's Program and Cost Plan to enable corrective action to be taken to minimise stoppages and delays;
 - (vi) ensuring that Subcontractors make good any damage caused by them to the Project Works (including the work of other subcontractors) or to the Construction Site or site facilities;
 - (vii) initiating a system of documentation and records for recording the performance of all Subcontractors;
 - (viii) developing in conjunction with the Principal's Representative an overall construction methodology;
 - (ix) managing the staging of the Project Works ensuring suitability and buildability with effective use of the Track Possessions and Temporary Shutdowns within the project constraints including liaising with and submitting the plan for review by the Principal's Representative, the proposed staging being designed to maintain all rail and station services required to operate the services in a safe manner;
 - (x) carrying out progressive work inspections and tests including Authority and utility company inspections and tests;
 - (xi) securing the prompt remedying of all Defects by Subcontractors in accordance with their Subcontracts; and
 - (xii) securing the prompt remedying of all Defects discovered following Construction Completion of each Portion and during the Defects Correction Periods; and
- (v) carrying out the functions and tasks relating to the role of principal contractor and in respect to fulfilling the Principal's obligations under safety interface agreements;
 - (w) protecting and safeguarding the Project Works, materials and plant against the effects of the weather and against damage, trespass or theft;
 - (x) temporary screens, fencing, hoardings, guard rails, barriers, gantries and the like together with any warning notices, night lighting and the like; and
 - (y) corporate computer systems, software and support;
 - (z) effecting and maintaining insurances (other than insurances required to be effected and maintained by the Principal in accordance with clause 18) and allowances for insurance deductibles and excesses; and
 - (aa) provision of security undertakings.

SCHEDULE C3. – DESIGN WORK

(Clause 1.1)

1. Detailed Design

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

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

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

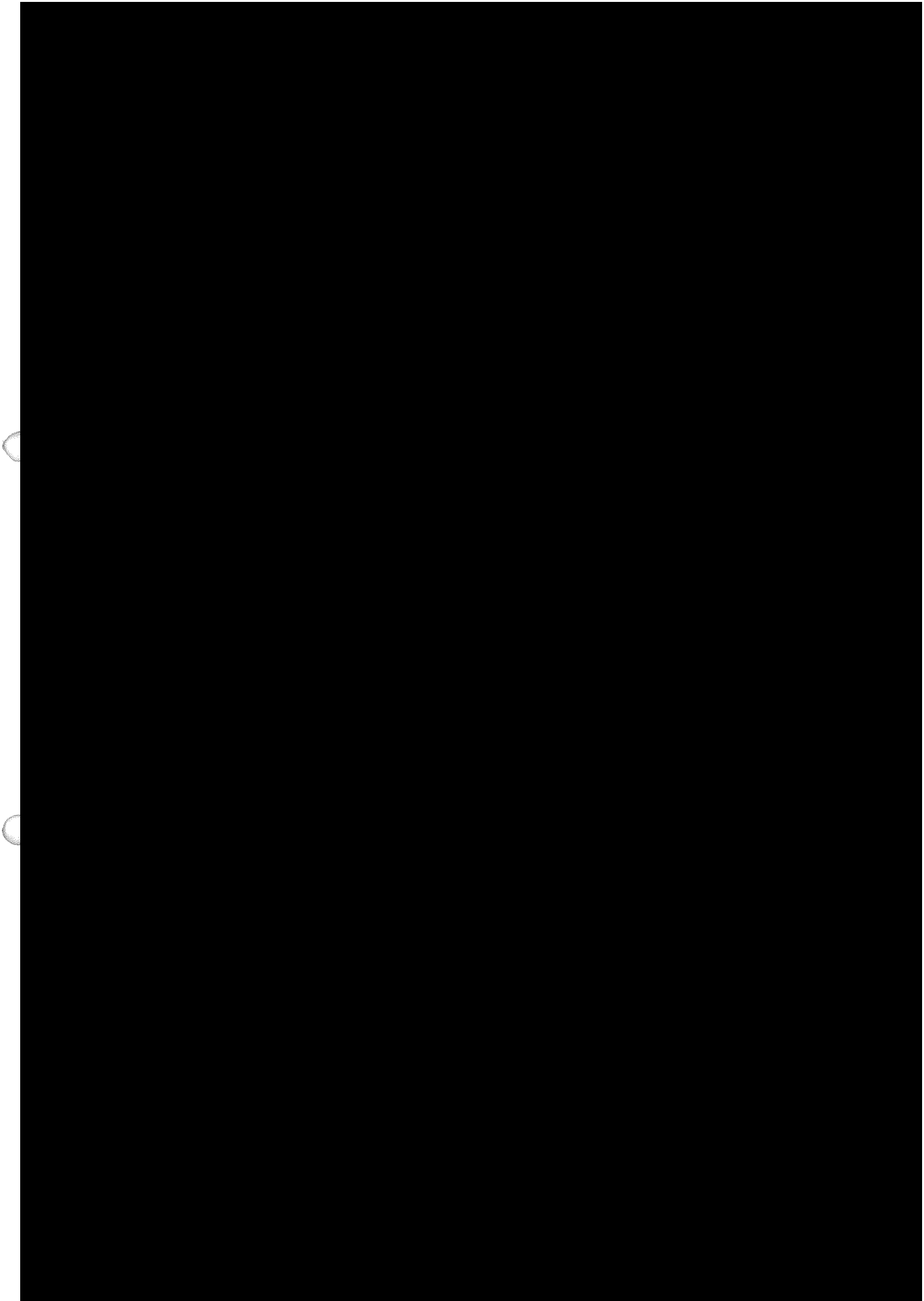
- minimum practicable (considering safety and reliability) number of dedicated rail track possessions and shared rail track possessions;
- (p) development of a surveillance plan;
 - (q) resolution of non-compliances and seeking of waivers if appropriate;
 - (r) responding to technical queries;
 - (s)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

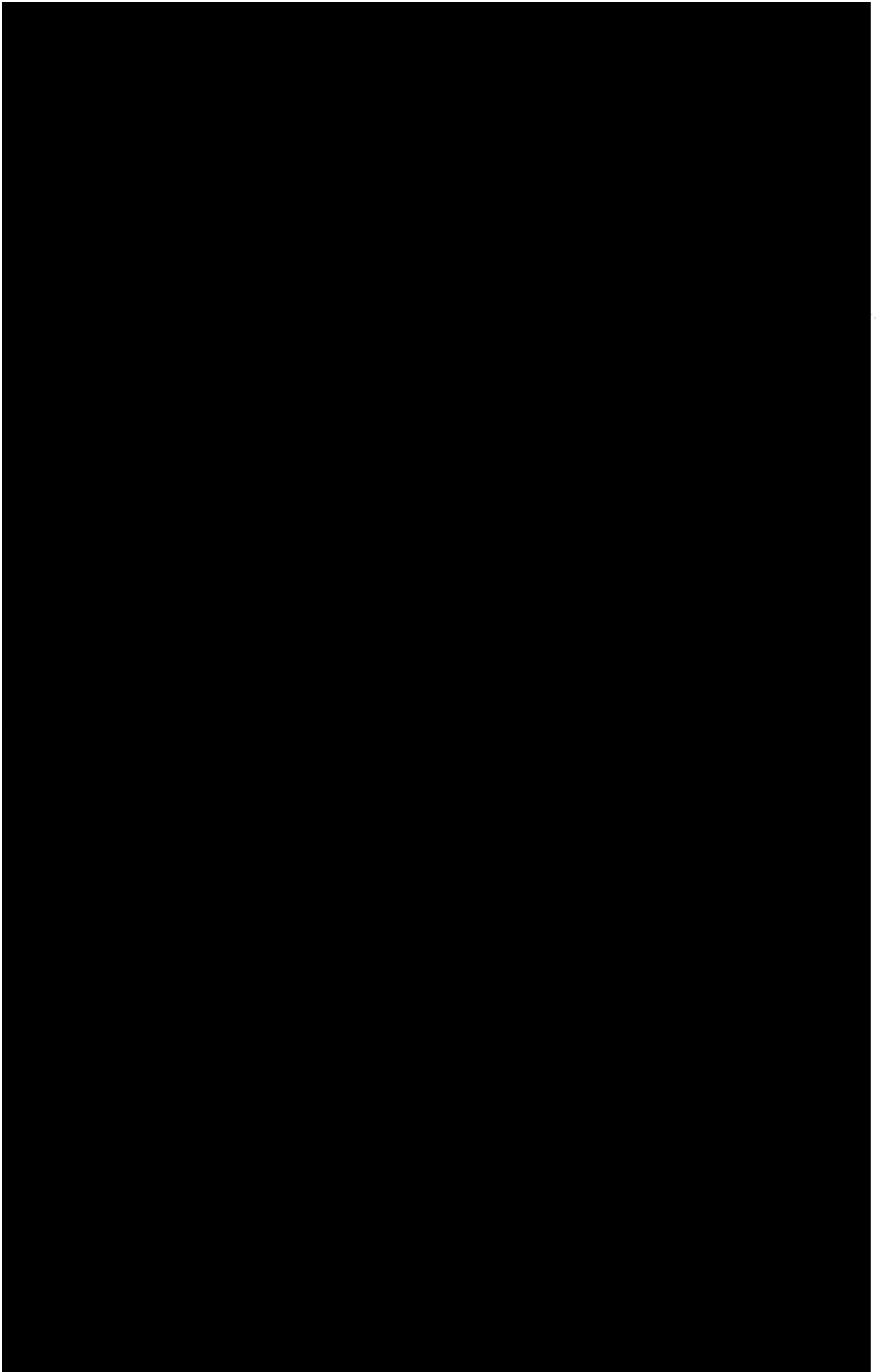
2. Construction Technical Support

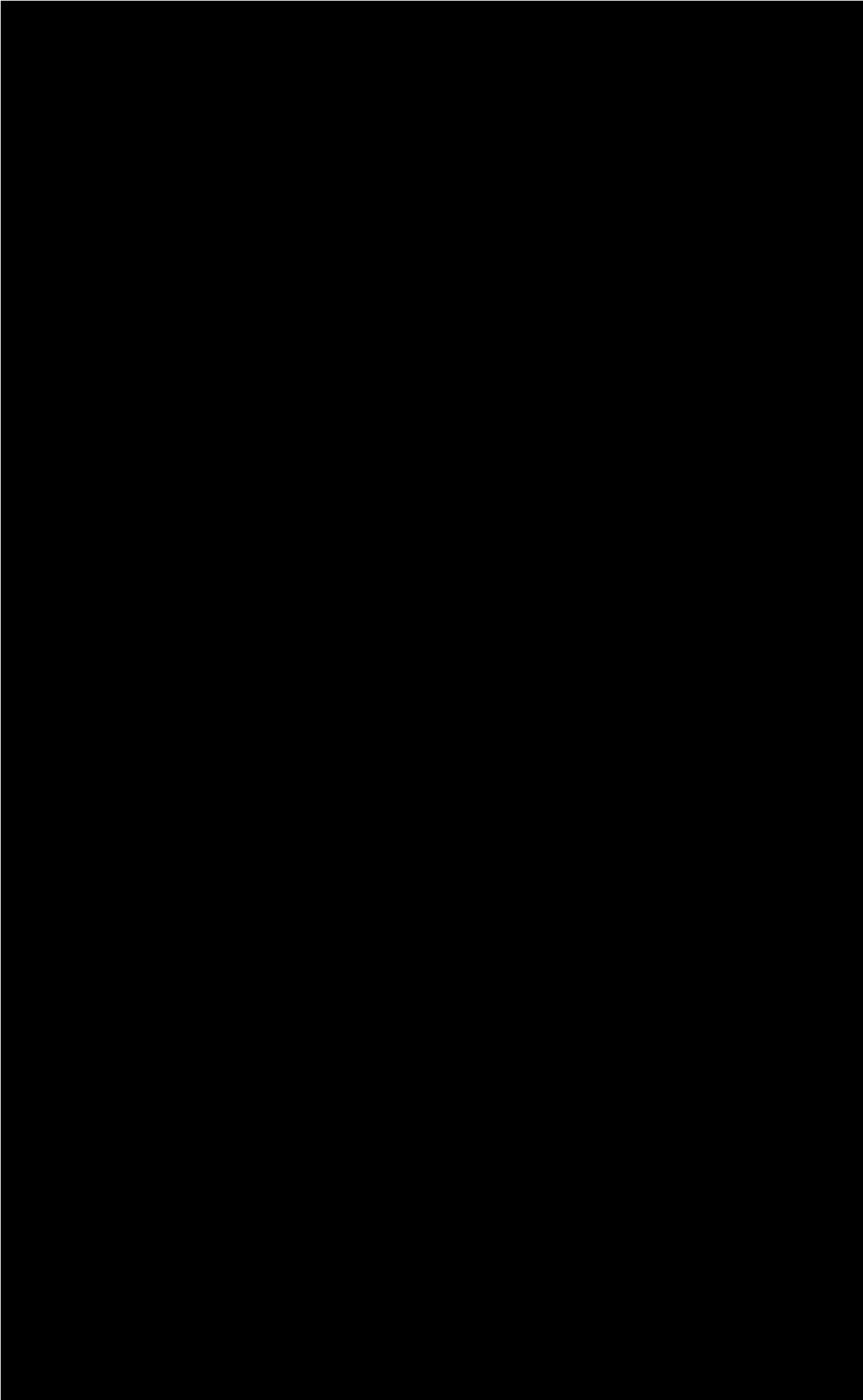
The Designer must undertake the following tasks as part of the construction technical support services to enable the SSJ Contractor to complete the SSJ Contractor's Activities:

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

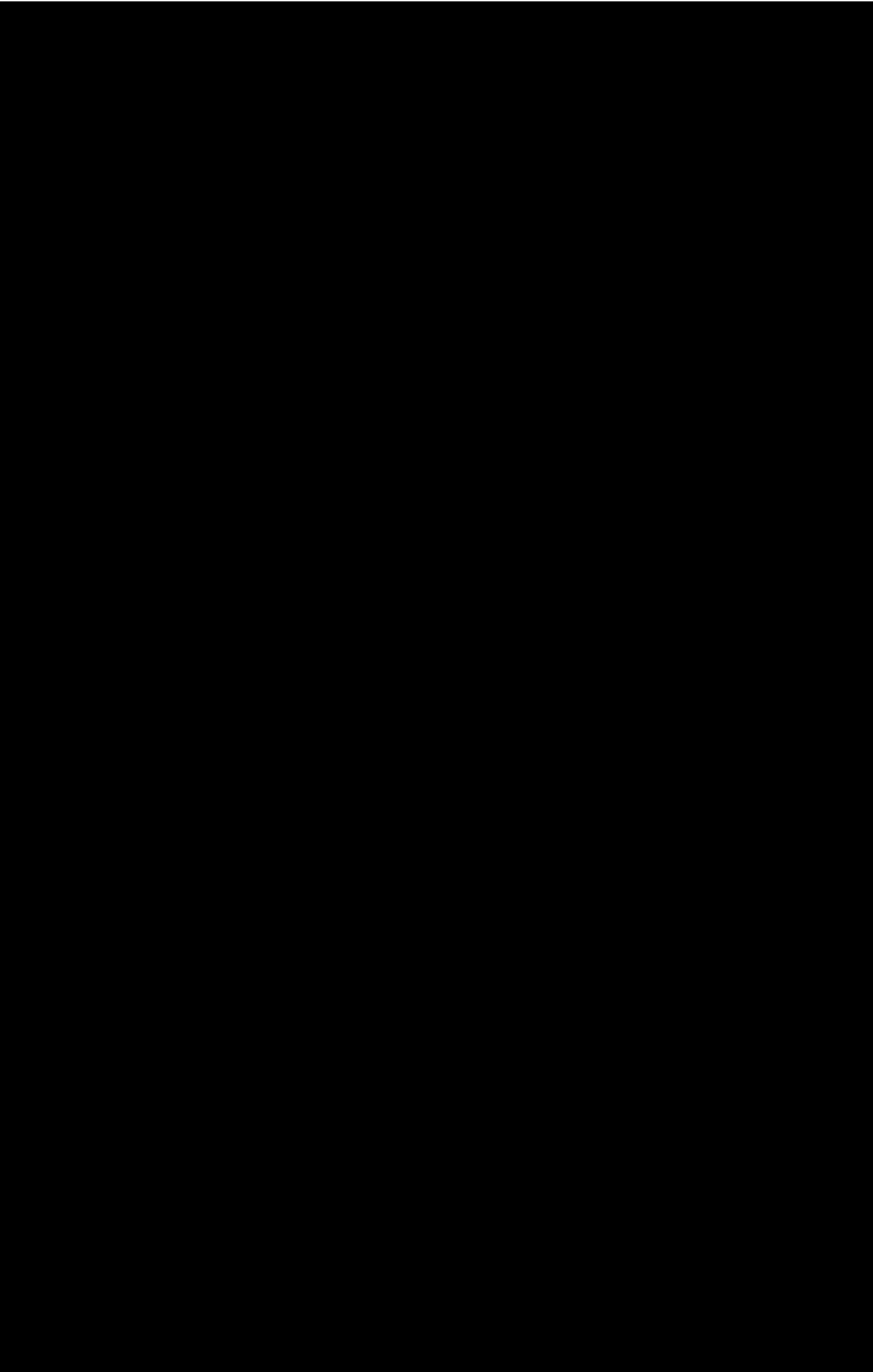
- (h) review and approve for manufacturing all workshop drawings prepared by the SSJ Contractor or its nominated subcontractors;
- (i) attend regular meetings of the SSJ Contractor and its subcontractors, to answer queries, as necessary;
- (j) liaise with authorities as required;
- (k) provide monthly reports, including details of inspections undertaken, certifications granted, and providing a list of non-compliances and/or Defects identified;
- (l) provide progressive certification of the construction compliance with the design documents;
- (m) provide monthly certification of works in progress in accordance with MRs;
- (n) provide engineering certification (as applicable), prepare work-as-executed drawings and new and/or updated Sydney Trains detailed site survey drawings in accordance with the information provided by the SSJ Contractor, and prepare asset management information and configuration materials in accordance with MR-T, progressively (as elements of the project are completed) and on completion of the Project Works;
- (o) finalise systems engineering and safety assurance documentation;
- (p) assist in the configuration management process;
- (q) assist in the commissioning and completion of the project in accordance with the requirements defined in the SWTC and MR-T; and
- (r) provide an appropriately qualified designer to be based on-site full time to aid the management of the above tasks and coordinate the interface between the SSJ Contractor and the Designer.

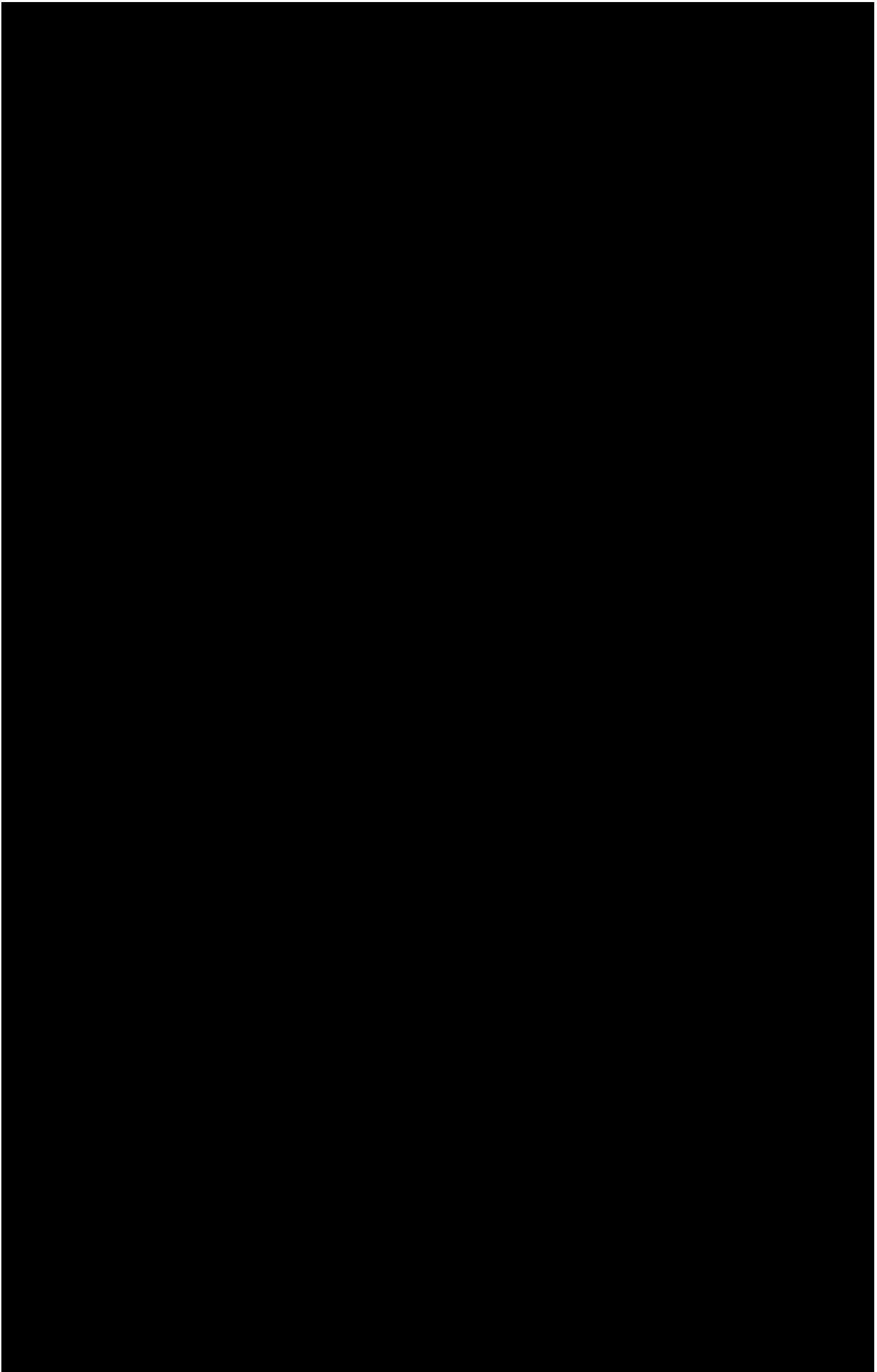


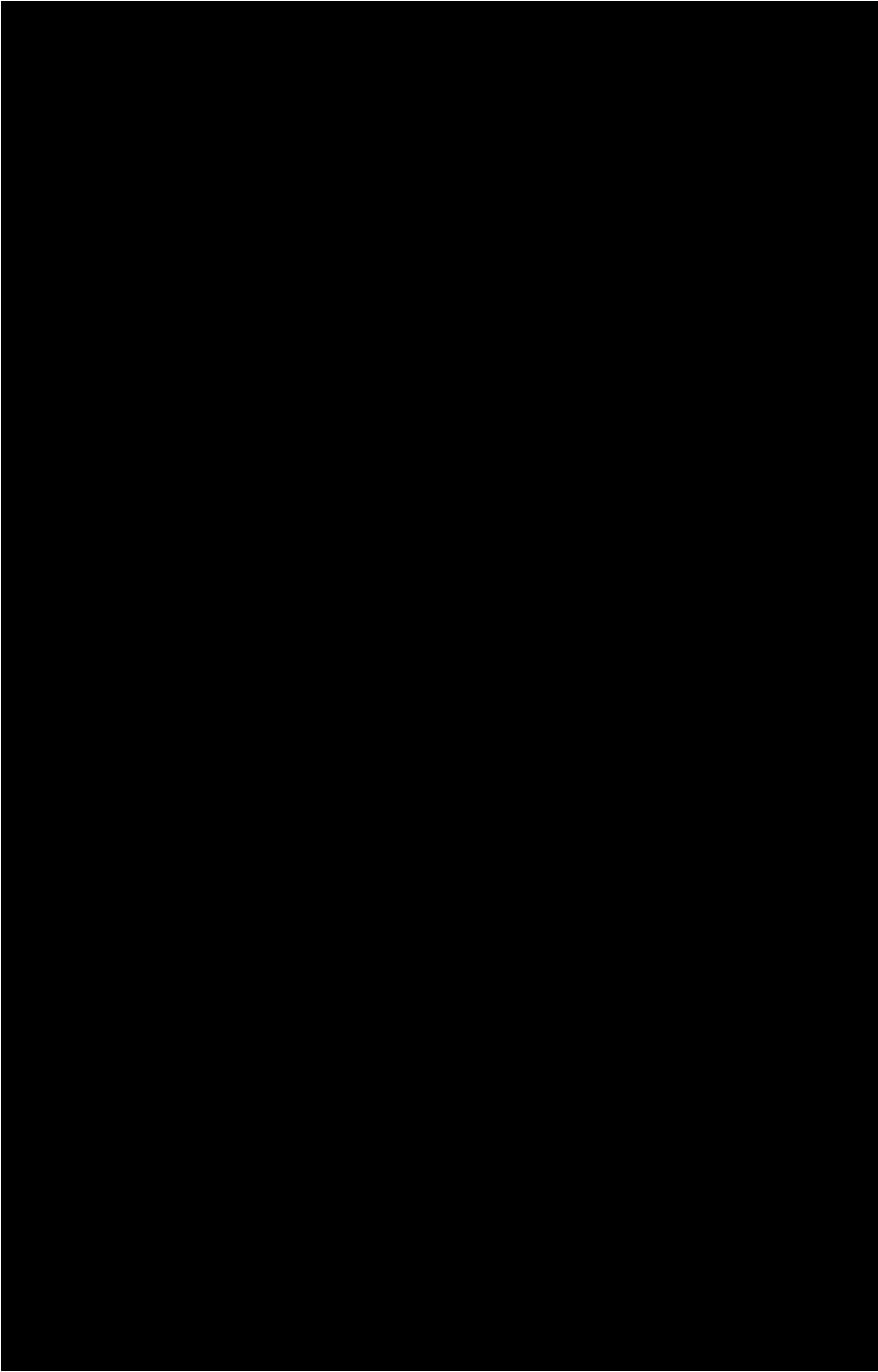


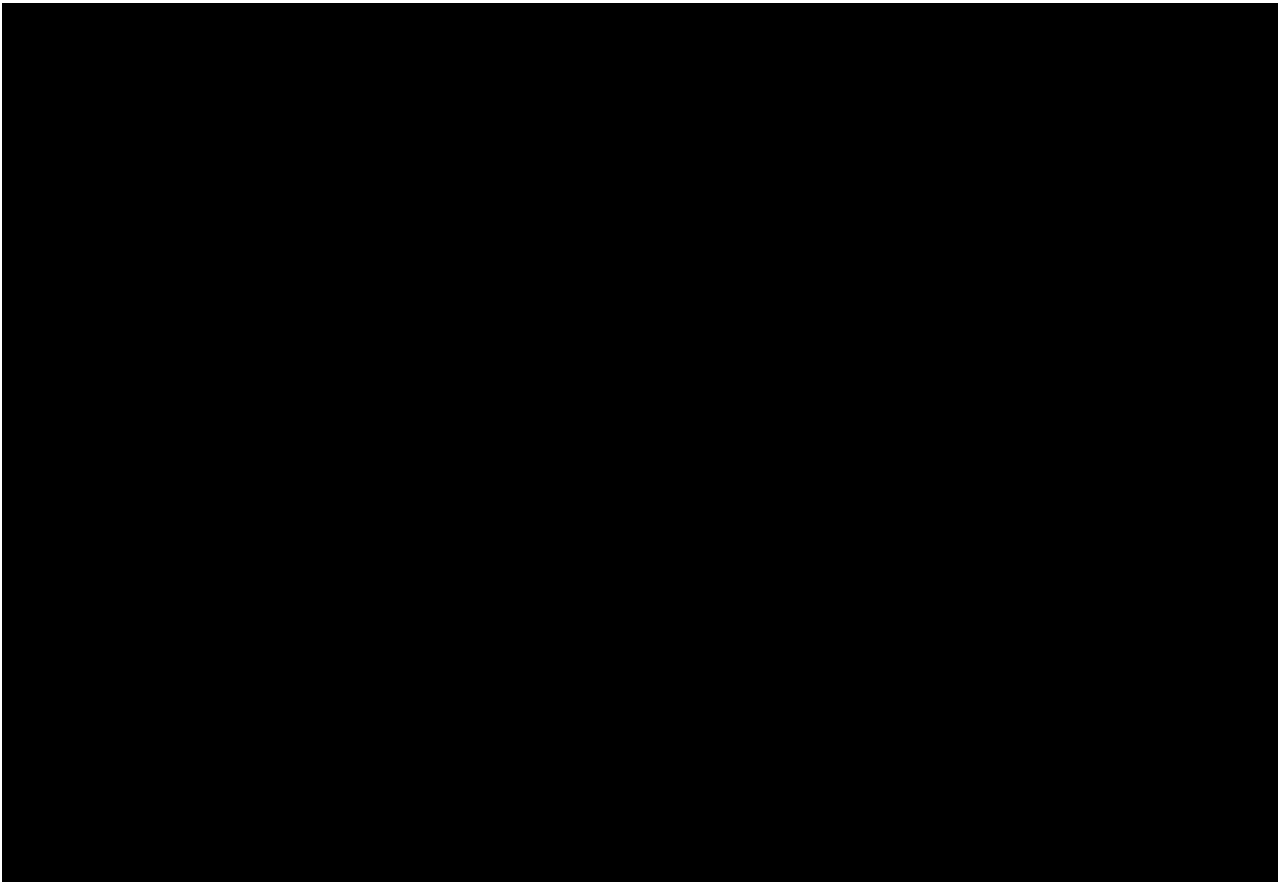




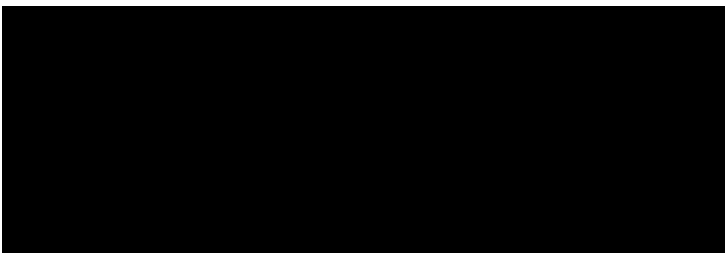


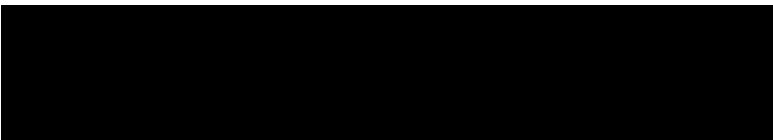
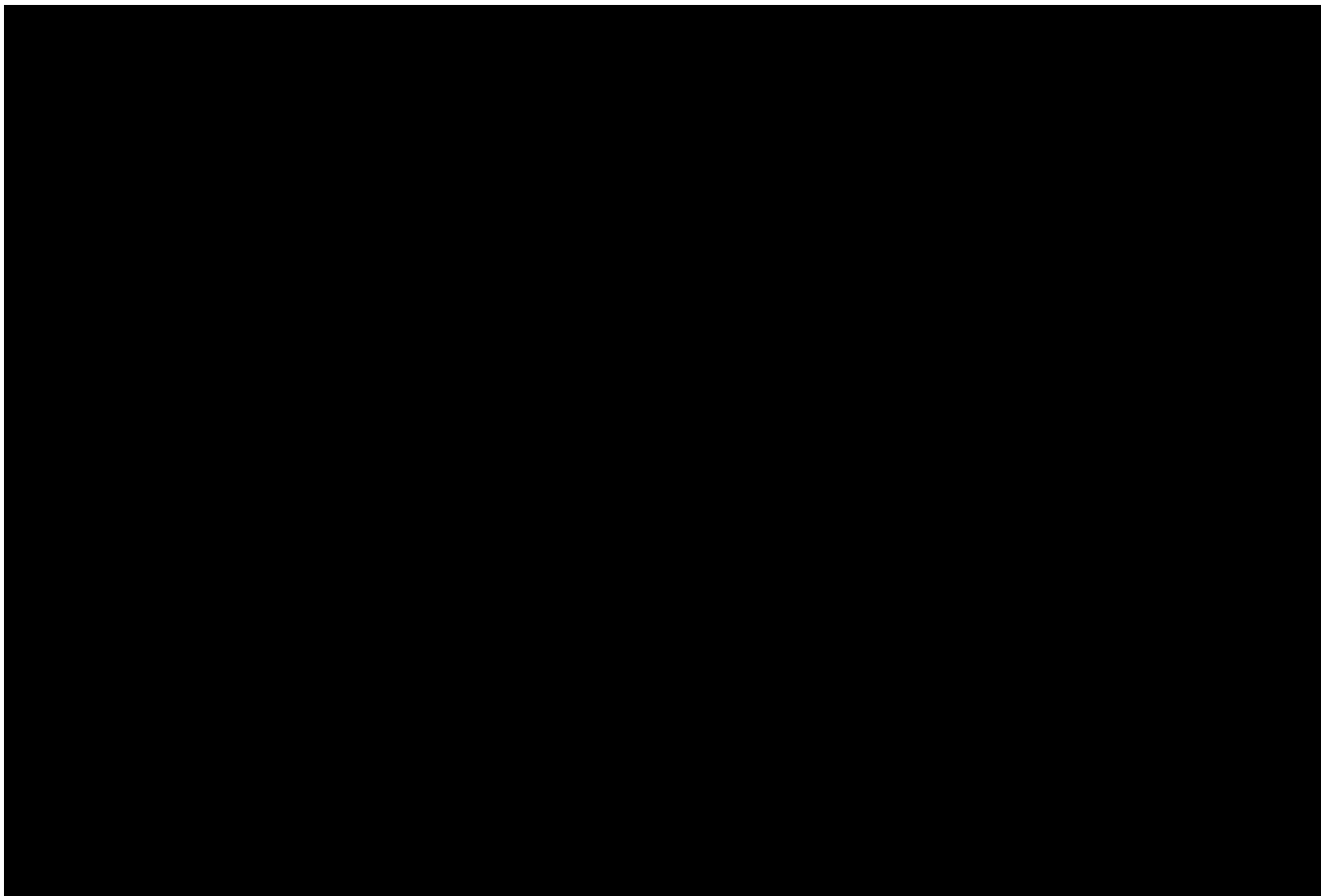




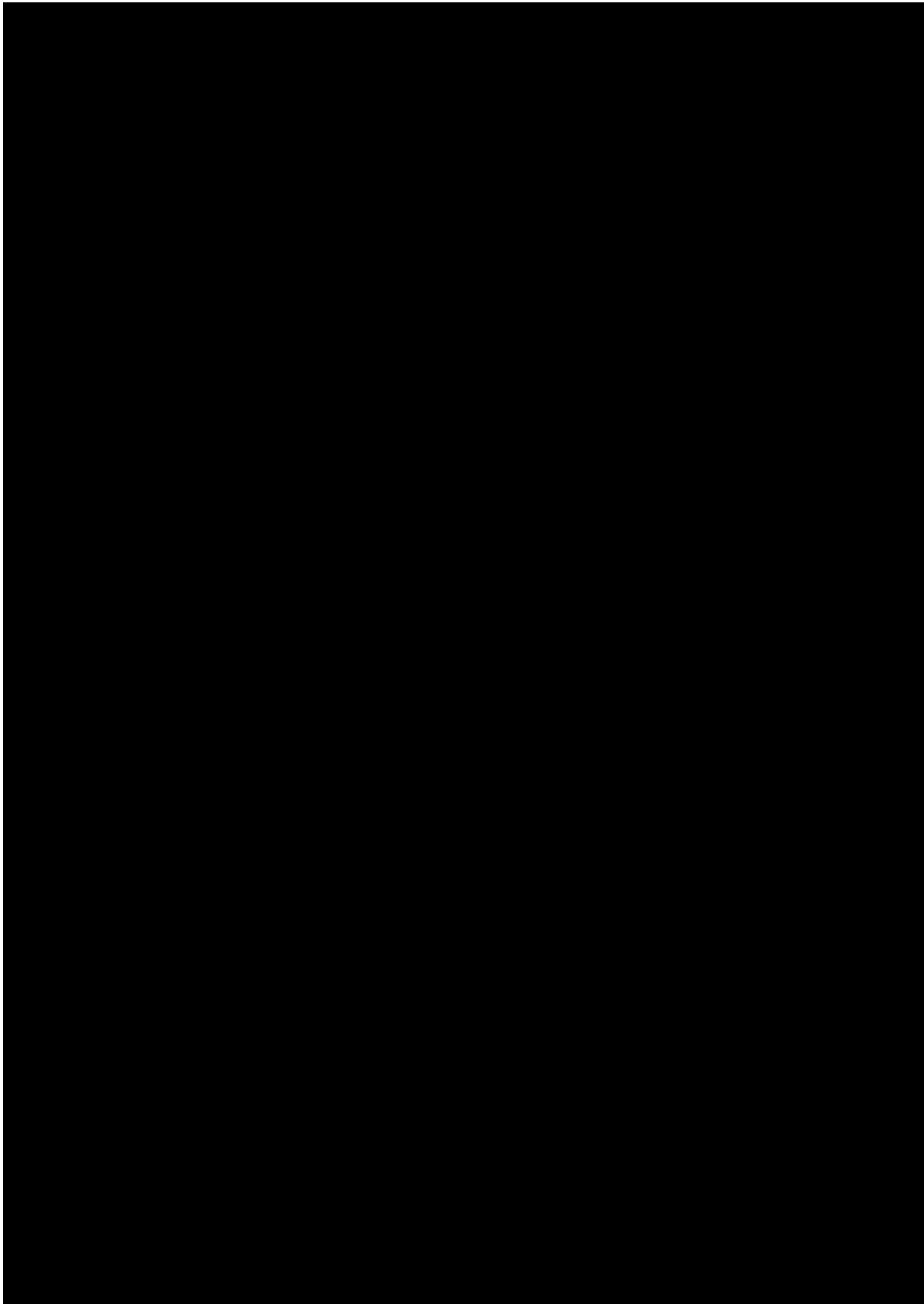


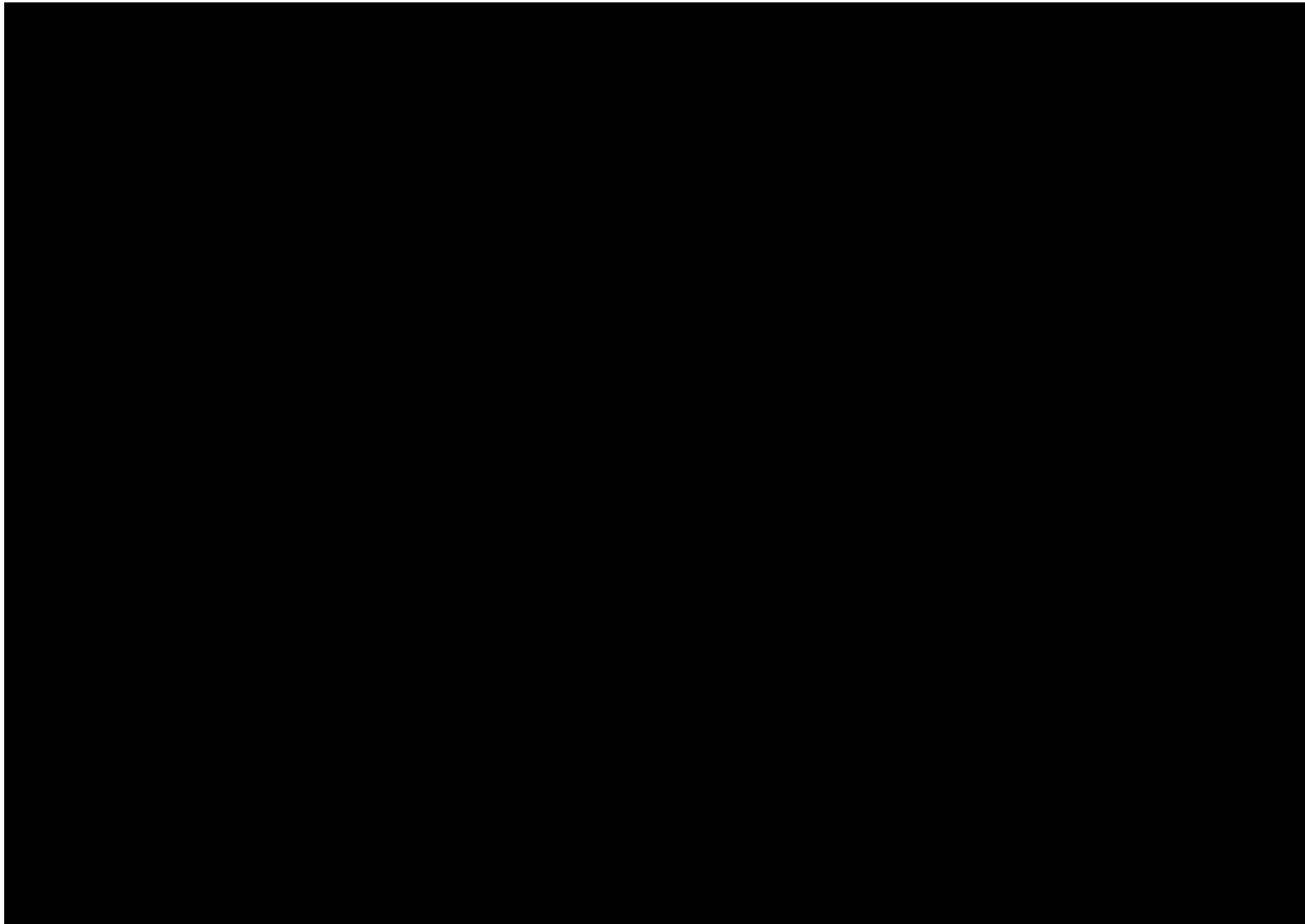
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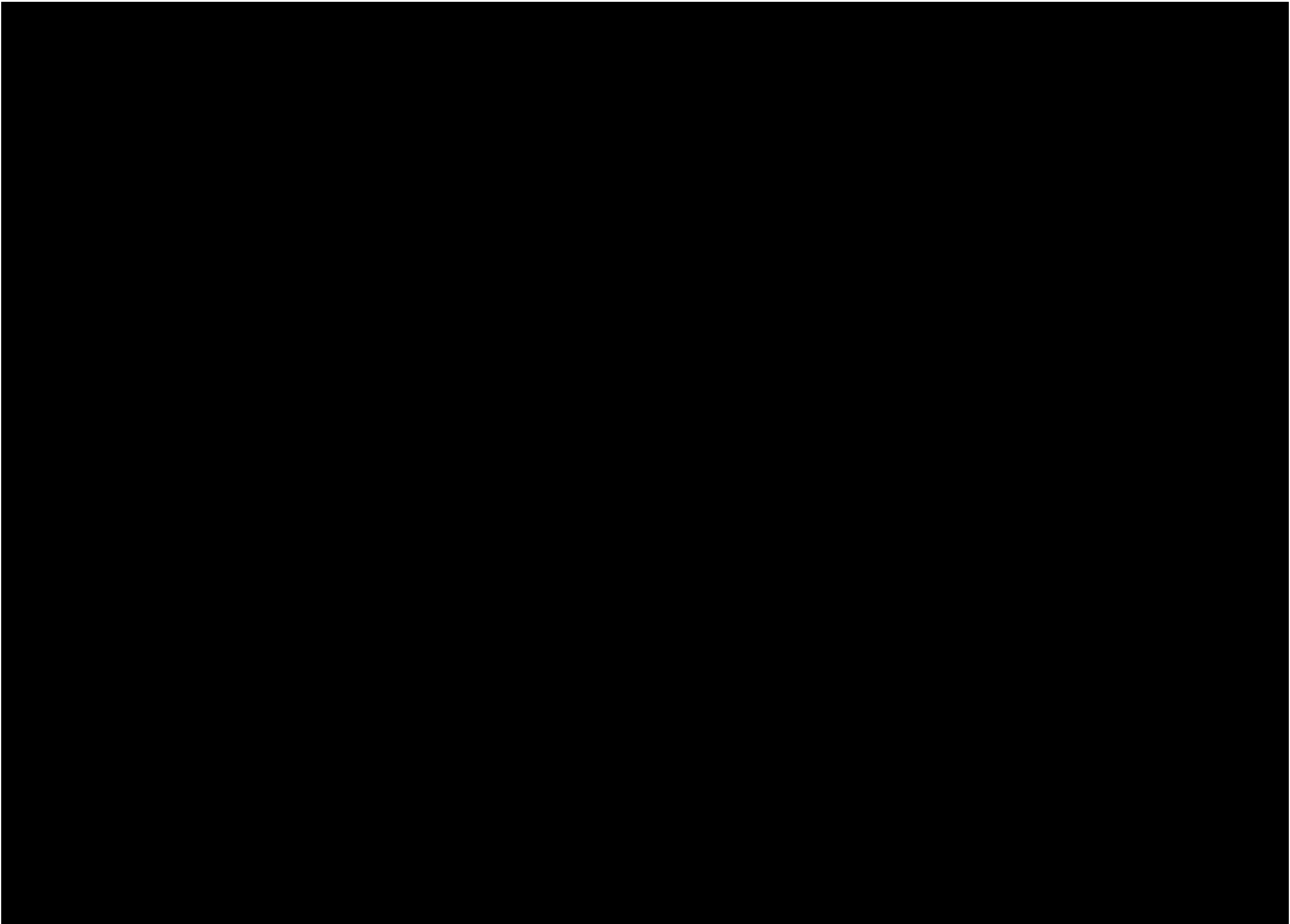


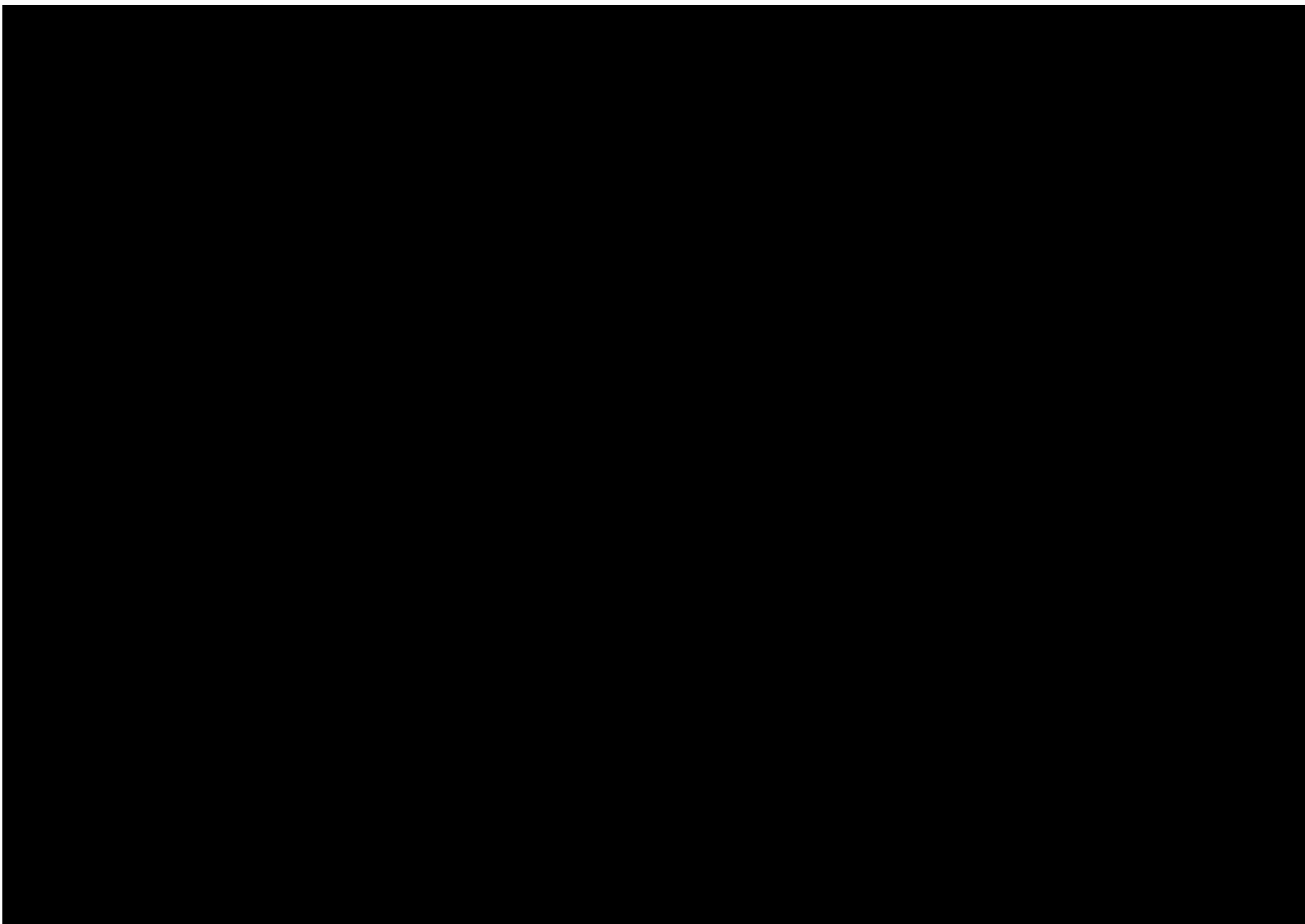


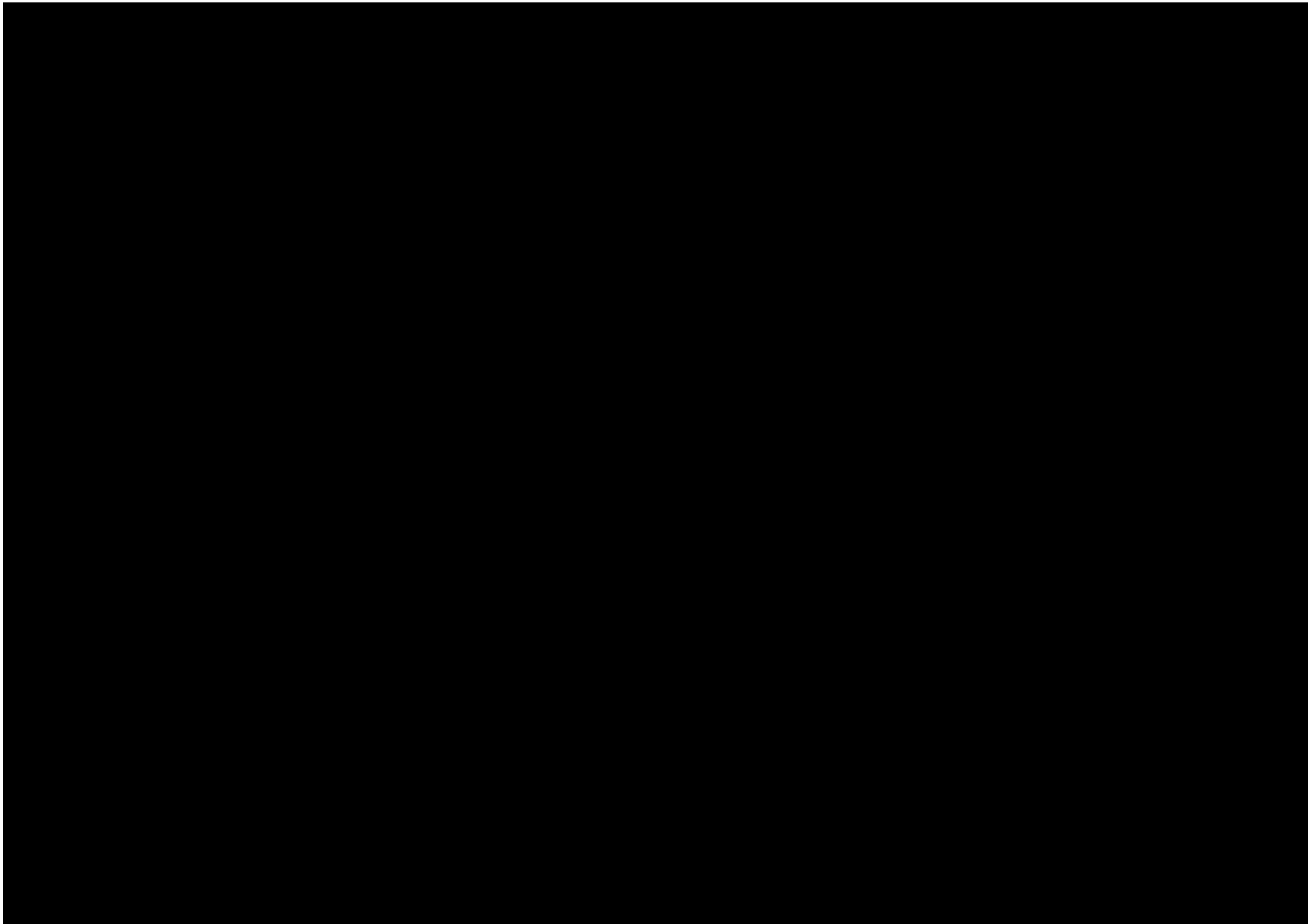


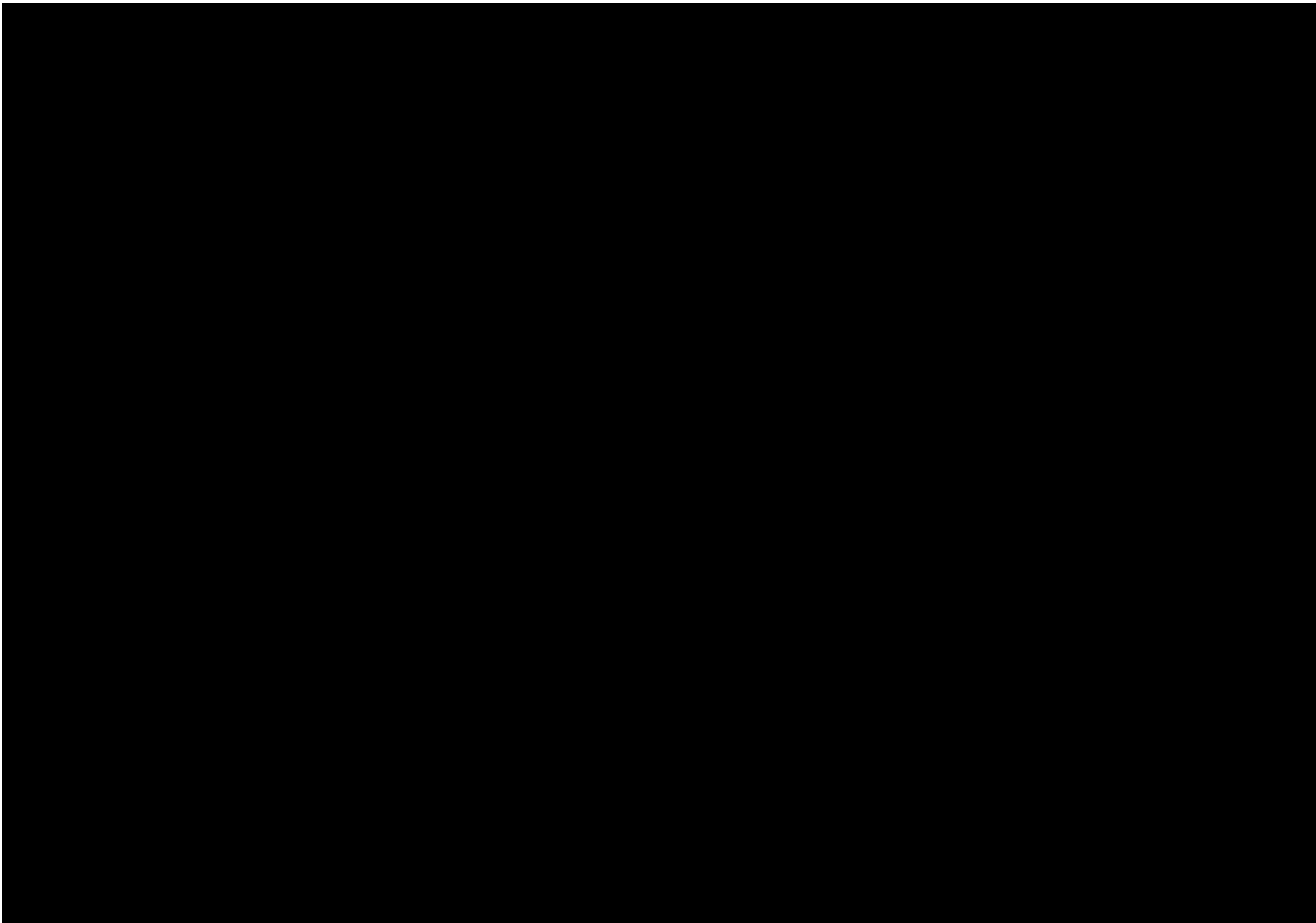




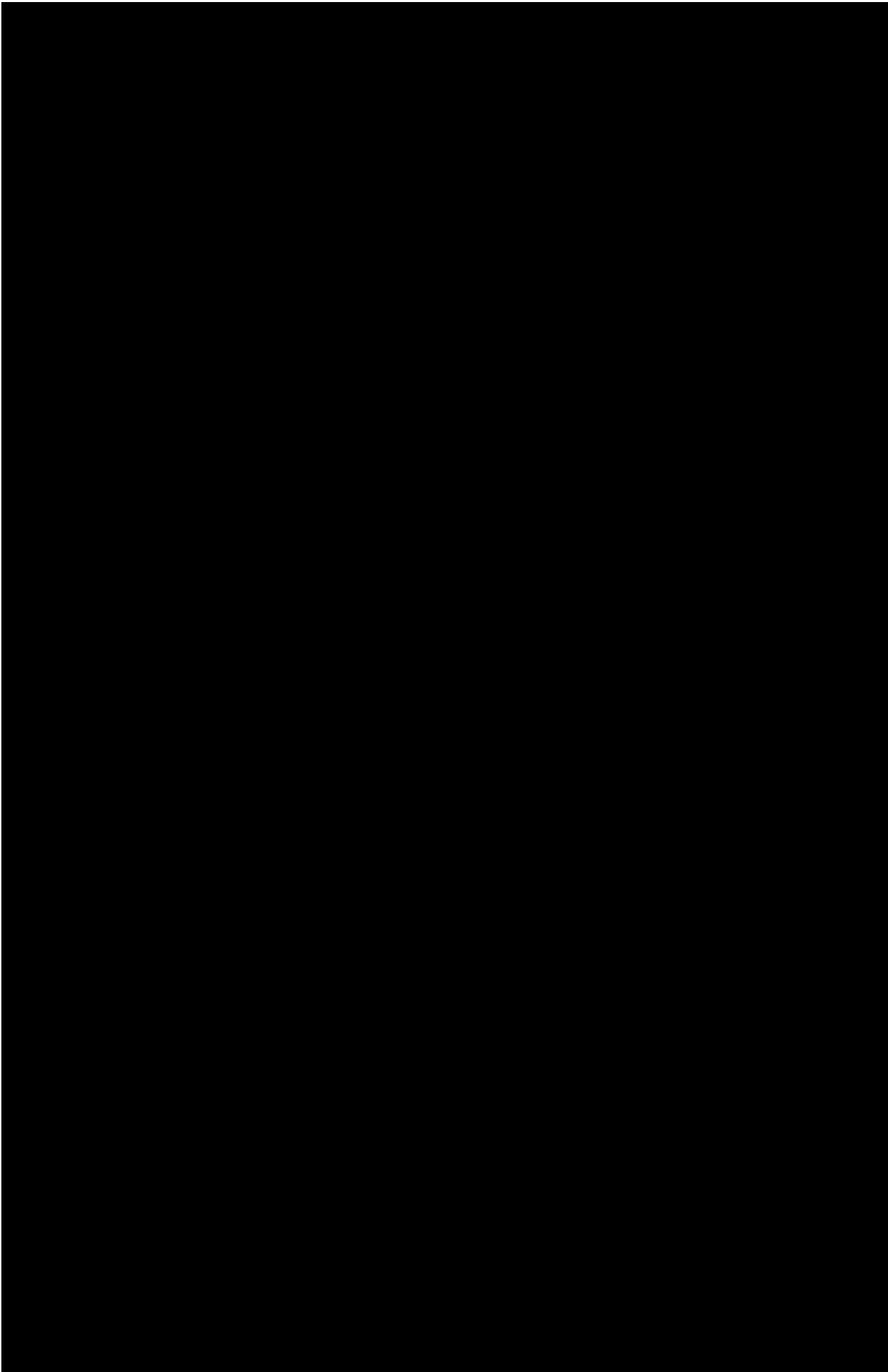


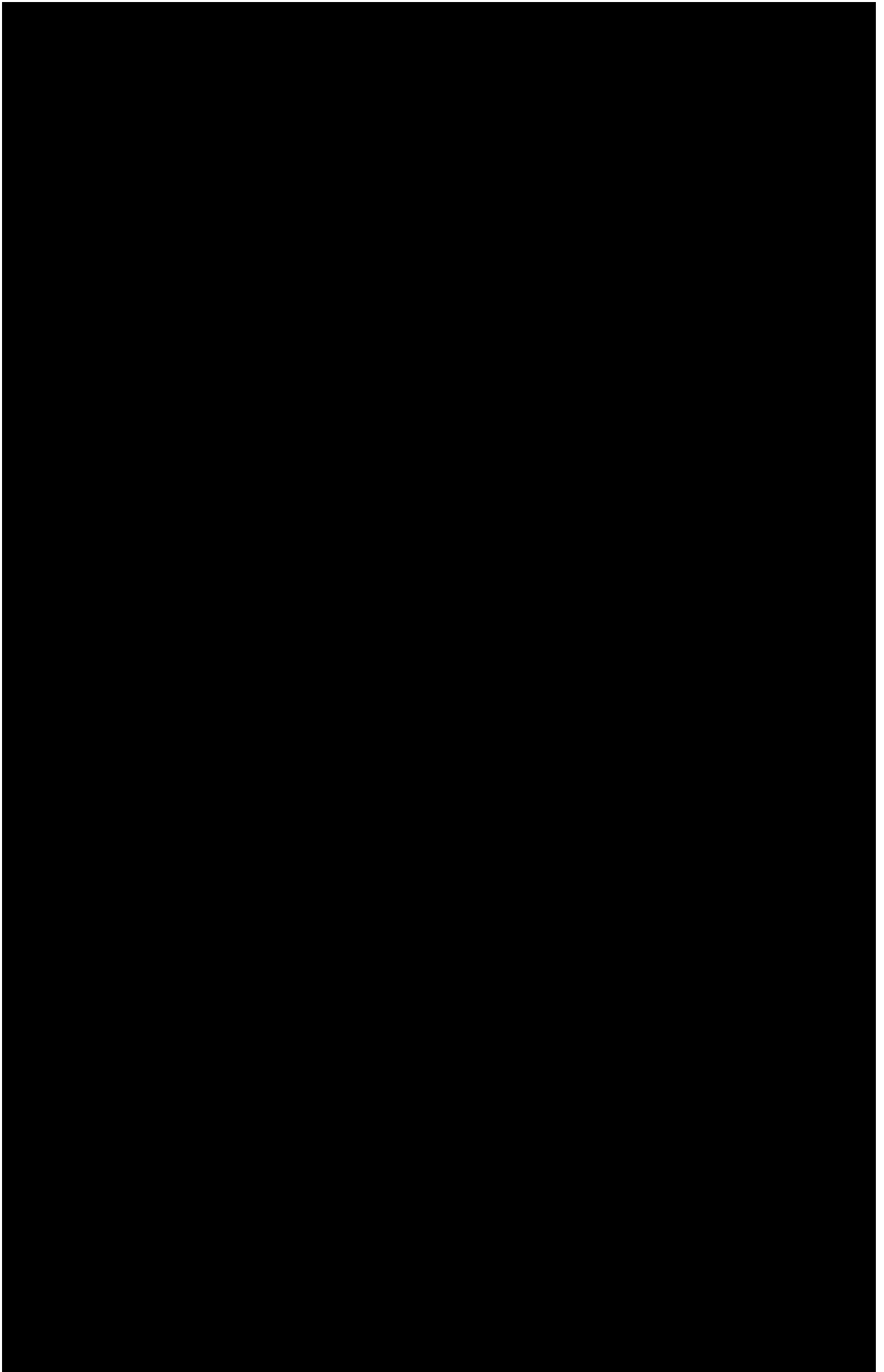


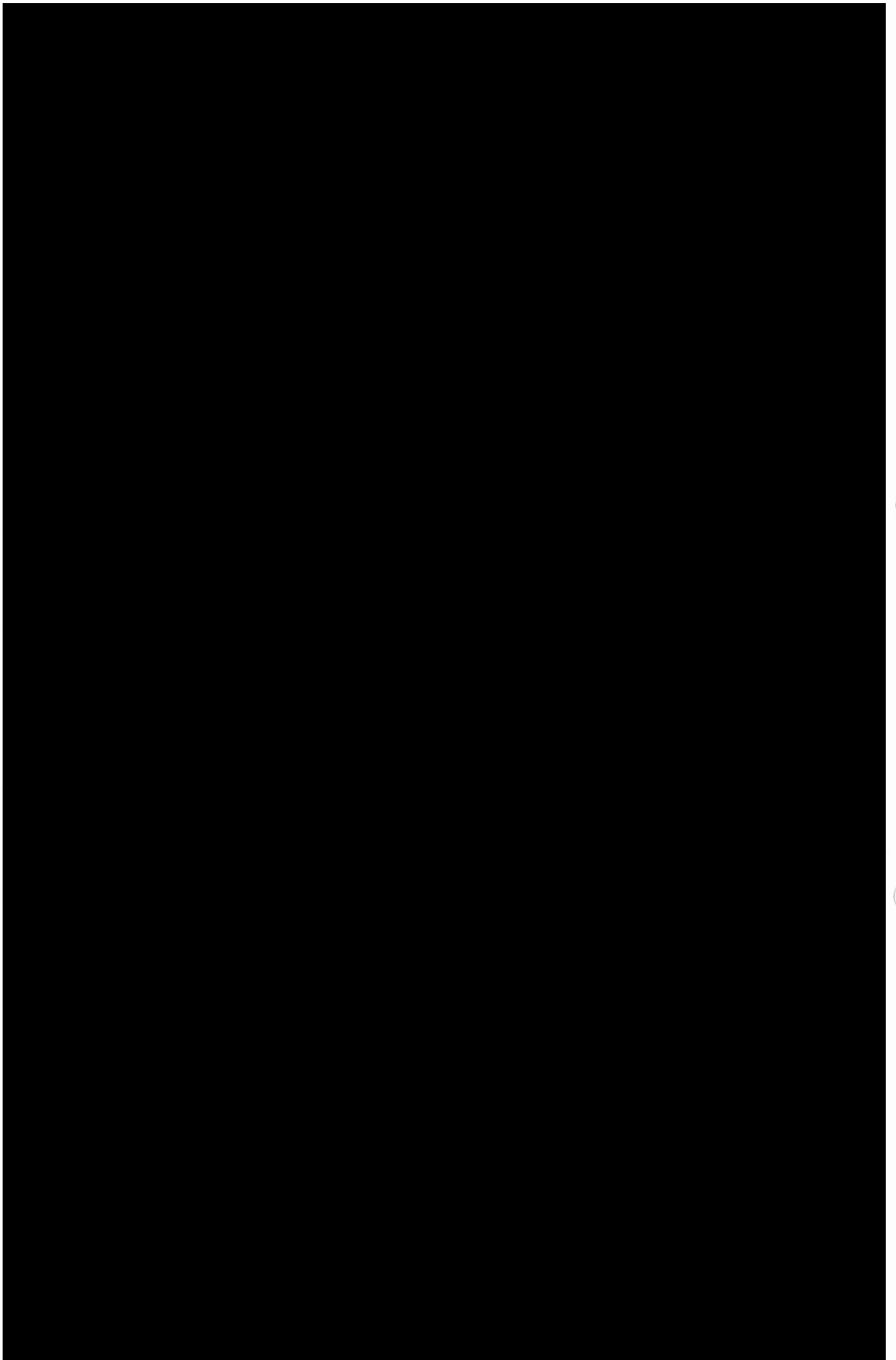


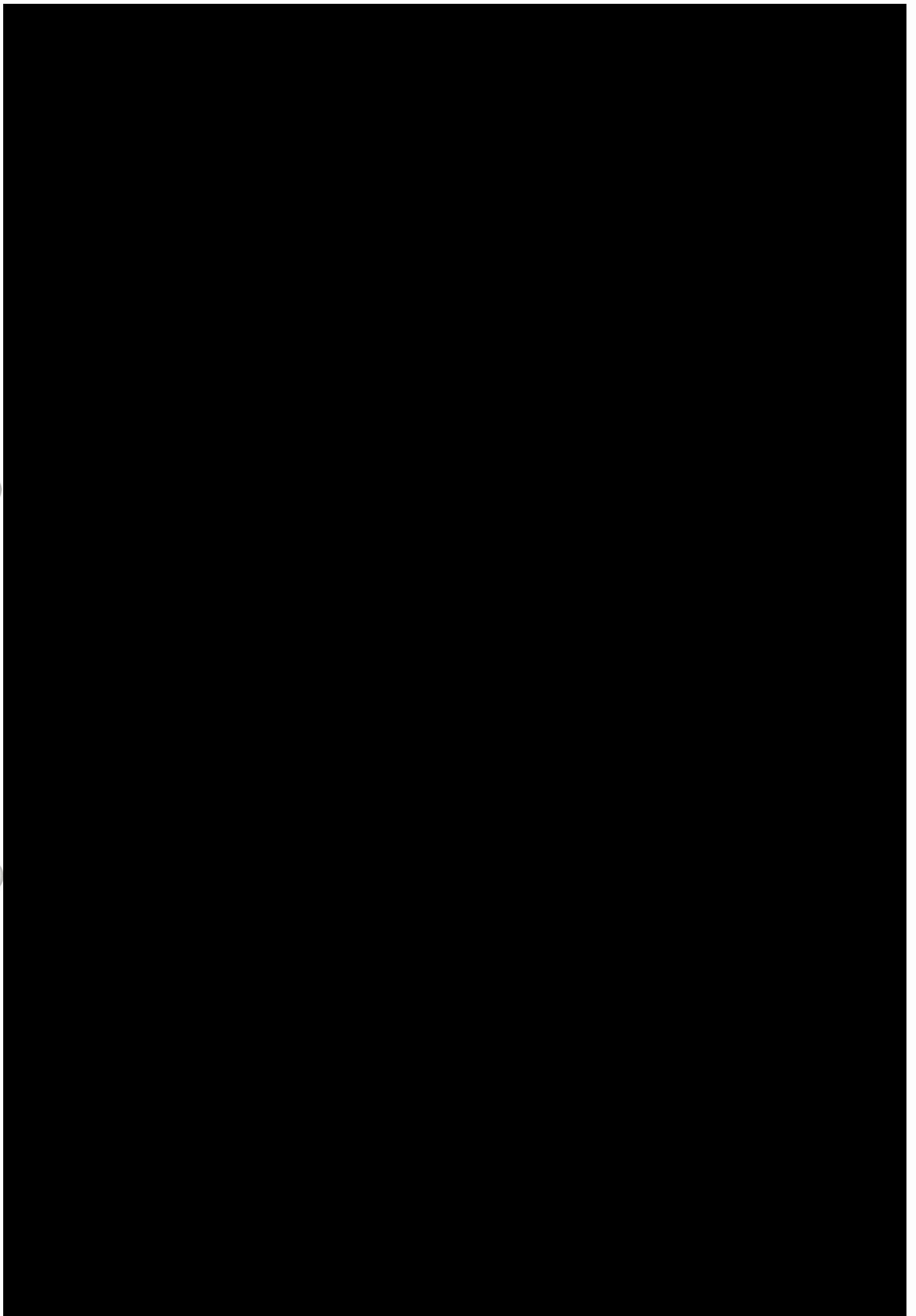


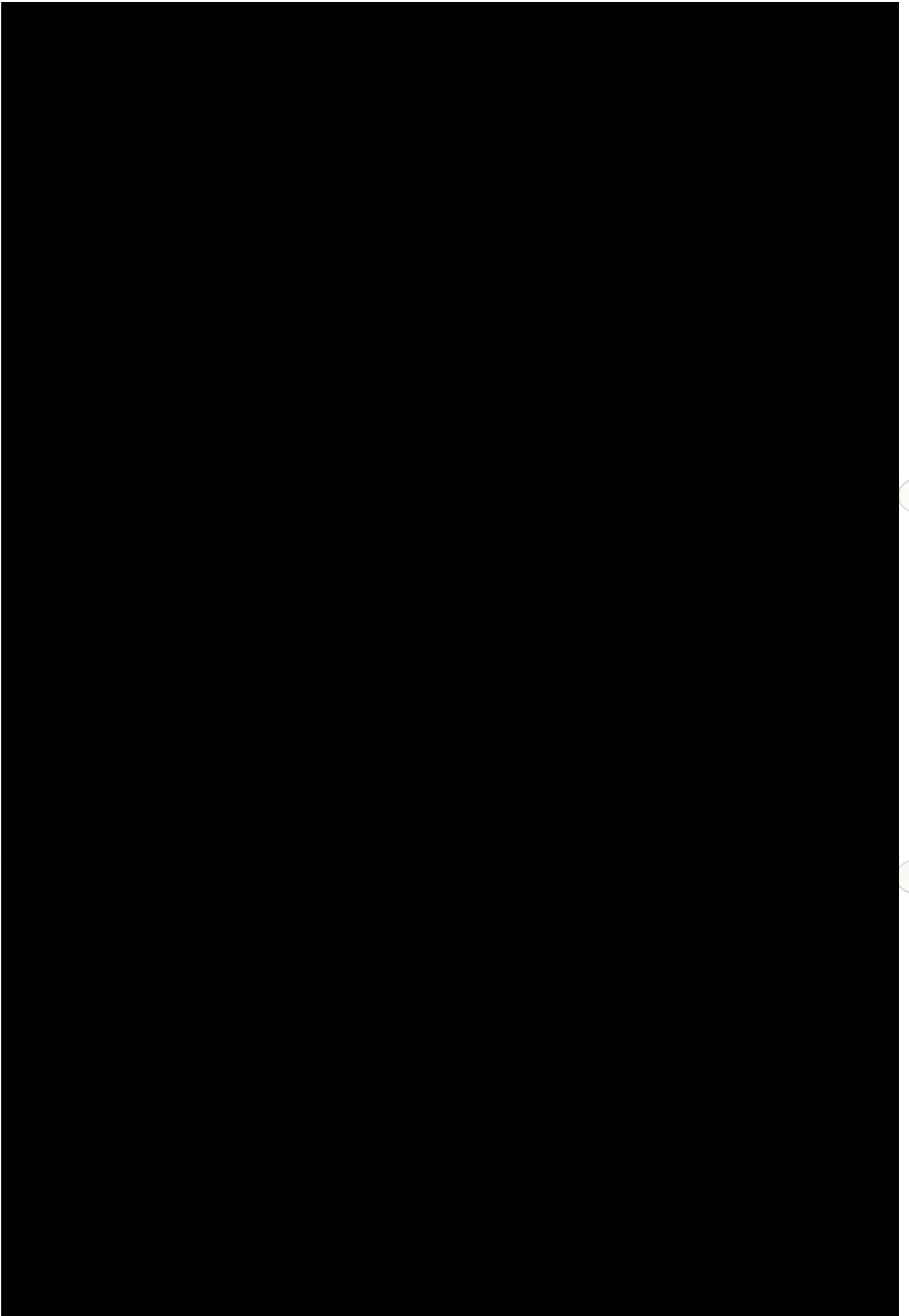


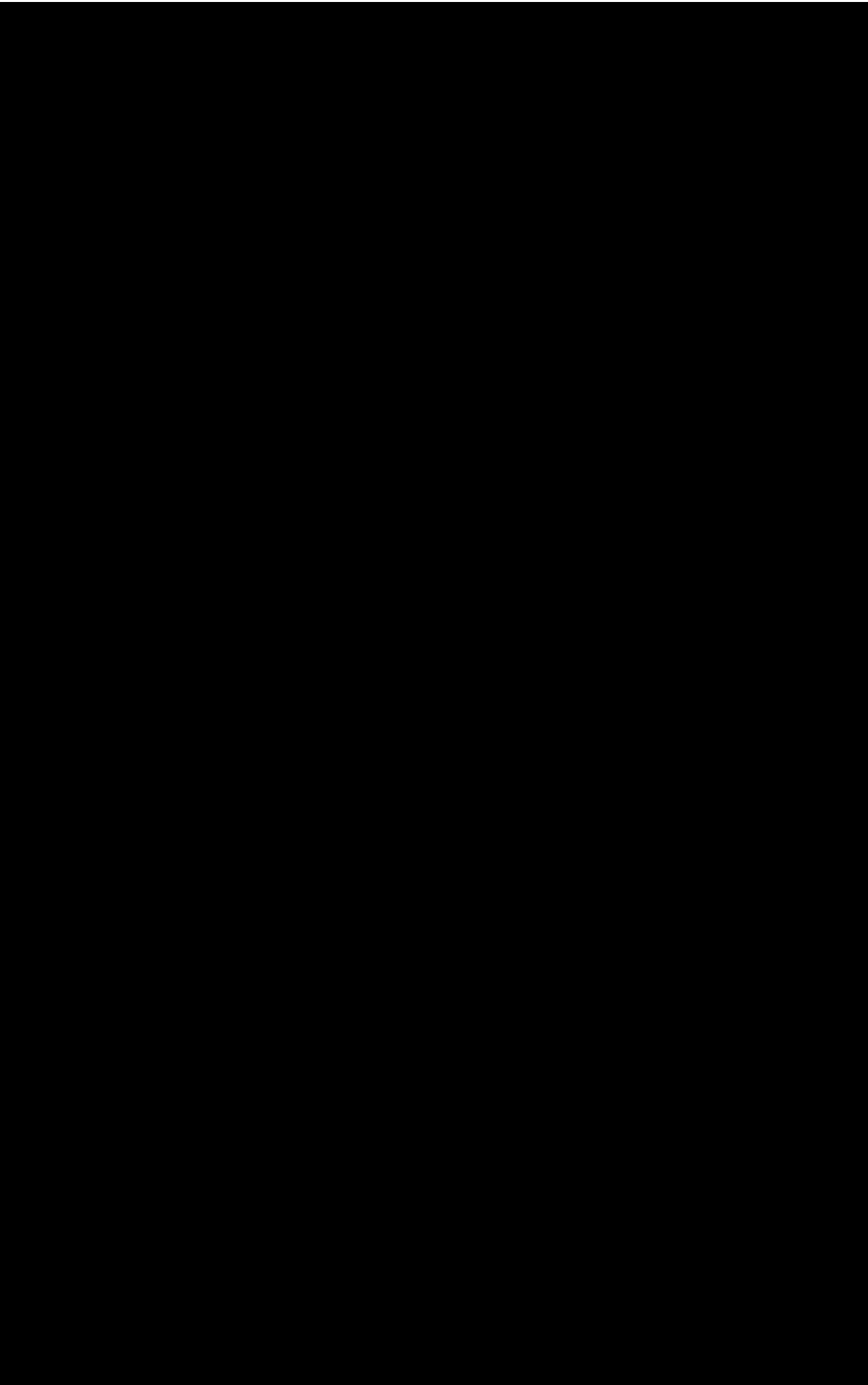












SCHEDULE E3. – PROJECT PLANNING APPROVALS AND CONDITIONS

(Clauses 1.1 and 7.2)

Part 1 – Project Planning Approval (Chatswood to Sydenham)

The Project Planning Approval (Chatswood to Sydenham) has been obtained by the Principal.

The SSJ Contractor must fulfil all the conditions and requirements of the Project Planning Approval (Chatswood to Sydenham) and Mitigation Measures, as if it were the Principal, except to the extent that this Schedule E3 provides that the Principal will comply with the obligation, condition or requirement or limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement. Nothing specified as being a responsibility of the Principal will relieve the SSJ Contractor from complying with any obligation set out elsewhere in the Contract. The SSJ Contractor may apply to have any part of any of the Approvals or Mitigation Measures listed below modified. The SSJ Contractor acknowledges and agrees that it is solely responsible for any such modification.

Part A The Principal's obligations in respect of Planning Approval (Chatswood to Sydenham)

- (a) In relation to the Conditions of Approval the Principal will:
- (i) be responsible for A1 to the extent specified in this Part A(a);
 - (ii) be responsible for A2 to the extent specified in Part A(b);
 - (iii) be responsible for A3 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (iv) be responsible for A4;
 - (v) be responsible for A5 and A6 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (vi) be responsible for A7 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, the SSJ Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal;

The Principal will submit the information provided by the SSJ Contractor, to the Secretary;
 - (vii) be responsible for A8 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (viii) be responsible for A9 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, the SSJ Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal.

The Principal will submit the information provided by the SSJ Contractor, to the Secretary;
 - (ix) be responsible for A10;

- (x) be responsible for A11 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xi) be responsible for A12 to A15, except that the SSJ Contractor must inform the Principal if staging of deliverables is required in addition to that identified in the Staging Report;
- (xii) be responsible for A16 to A20 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xiii) be responsible for A21;
- (xiv) be responsible for A22 to A25;
- (xv) be responsible for A26 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xvi) be responsible for A27 to A28;
- (xvii) be responsible for A29. The Principal will notify the SSJ Contractor of the date of submission to the Secretary and if there is any other timeframe agreed with the Secretary relevant to the Project Works and the SSJ Contractor's Activities;
- (xviii) be responsible for A30, except that the SSJ Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities to enable the Principal to comply with this condition; and
 - (B) participate in any activities necessary under the Compliance Tracking Program;
- (xix) be responsible for A31, except that the SSJ Contractor must provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities to enable the Principal to comply with A31. The Principal will be the single point of contact with the Secretary and notify the SSJ Contractor any other timeframe relevant to this condition agreed with the Secretary;
- (xx) be responsible for A32, except that the SSJ Contractor must provide the Principal with all the available information, documents, details and data relating to the SSJ Contractor's Activities that support the required compliance reporting under the Compliance Tracking Program;
- (xxi) be responsible for A33, except that the SSJ Contractor must provide the Principal with all the available information, documents, details and data relating to the SSJ Contractor's Activities that support the required compliance reporting under the Compliance Tracking Program;
- (xxii) be responsible for A34, except that the SSJ Contractor must provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities to enable the Principal to comply with this condition;
- (xxiii) be responsible for A35 and A36;
- (xxiv) be responsible for A37 to A40, except that the SSJ Contractor must:

- (A) provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities to enable the Principal to comply with A37; and
- (B) participate in any activities necessary under the Environmental Audit Program.

The Principal will submit the Environmental Audit Program to the Secretary and advise the SSJ Contractor of the date of submission;

- (xxv) be responsible for A41 to A44, except that the SSJ Contractor must provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities to enable the Principal to comply with these conditions;
- (xxvi) be responsible for B1 to the extent that the Principal will prepare and submit for approval an Overarching CCS document. The SSJ Contractor must also prepare its own CCS information in a timely manner to enable to the Principal to review and submit it to the Secretary for approval;
- (xxvii) be responsible for B2 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxviii) be responsible for B3 in relation to all works other than the Project Works and the SSJ Contractor's Activities. The SSJ Contractor must provide its Community Communication Strategy to the Principal and the Principal will submit the SSJ Contractor's Community Communication Strategy to the Secretary for approval and advise the SSJ Contractor when the approval of the Secretary is given;
- (xxix) be responsible for B4 in relation to all works other than the Project Works and the SSJ Contractor's Activities. The Principal will notify the SSJ Contractor when the approval of the Secretary is given or of any other timeframe agreed with the Secretary;
- (xxx) be responsible for B5 in relation to all works other than the Project Works and the SSJ Contractor's Activities. The SSJ Contractor must comply with this condition in relation to the Project Works and the SSJ Contractor's Activities to the extent that the Overarching CCS and the SSJ Contractor's CCS requires actions to be undertaken by the SSJ Contractor;
- (xxxi) be responsible for B6 and B7, except that the SSJ Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the SSJ Contractor's Activities that are required to prepare the "Complaints Management System" and maintain a complaints register; and
 - (B) implement the Complaints Management System.
- (xxxii) be responsible for B8 to B12;
- (xxxiii) be responsible for B13, except that except that the SSJ Contractor must:
 - (A) provide the Principal and the Community Complaints Commissioner with all information, documents, details and data relating to the SSJ Contractor's Activities in order for the Community Complaints Commissioner to perform its function; and

- (B) co-operate with, and respond to the reasonable requirements of, the Community Complaints Commissioner;
- (xxxiv) be responsible for B14, except that the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to comply with this condition;
- (xxxv) be responsible for B15, except that the SSJ Contractor must:
- (A) provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to establish and maintain a new website, or dedicated pages within an existing website, for the provision of electronic information associated with the Sydney Metro City and Southwest Project;
 - (B) agree with the Principal on the extent of documentation to be posted on the website considering privacy and confidentiality in relation to information, documents, details and data provided by the SSJ Contractor; and
 - (C) comply with level AA accessibility requirements in the Web Content Accessibility Guidelines (WCAG 2.0) in respect of community publications (e.g. notifications and factsheets), Construction Environmental Management Plan and Sub Plans, and heritage investigation reports;
- (xxxvi) be responsible for C1 in relation to all works other than the Project Works and the SSJ Contractor's Activities. The SSJ Contractor's CEMP must comply with C2;
- (xxxvii) be responsible for C3 in relation to all works other than the Project Works and the SSJ Contractor's Activities. The SSJ Contractor's CEMP sub-plans must comply with C4;
- (xxxviii) be responsible for C5 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, where an agency(ies) request(s) is not included the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to provide the Secretary with justification as to why;
- (xxxix) be responsible for C6, except that the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to comply with this condition;
- (xl) in relation to C7, submit the endorsed CEMP to Secretary. The Contractor must provide a copy of the CEMP, including the ER's endorsement, to the Principal in a timely manner to enable the Principal to comply with this condition;
- (xli) be responsible for C8 in relation to all works other than the Project Works and the SSJ Contractor's Activities. The Principal will notify the SSJ Contractor when the approval of the Secretary is given;

- (xlii) be responsible for C9 in relation to all works other than the Project Works and the SSJ Contractor's Activities. The SSJ Contractor's Construction Monitoring Program must comply with C10;
- (xliii) be responsible for C11. The results of the real time monitoring will be reviewed and processed by the SSJ Contractor and made available to the Principal, the Acoustics Advisor, the Environmental Representative and the Environment Protection Authority every month. The SSJ Contractor must also provide access to the real-time monitoring data to the Secretary of the Department of Environment and Planning, the Acoustics Advisor and the Environment Protection Authority;
- (xliv) be responsible for C12 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xlv) be responsible for C13 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, the SSJ Contractor must provide a copy of the Construction Monitoring Programs, including the ER's endorsement, to the Principal in a timely manner to enable the Principal to comply with this condition.

The Principal will notify the SSJ Contractor of the date the Construction Monitoring Programs have been submitted to the Secretary;

- (xlvi) be responsible for C14 in relation to all works other than the Project Works and the SSJ Contractor's Activities.

The Principal will notify the SSJ Contractor when the approval of the Secretary is given for the SSJ Contractor's Construction Monitoring Programs;

- (xlvii) be responsible for C15 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xlviii) be responsible for C16 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, the Principal will submit the Construction Monitoring Reports to the Secretary as required by this condition. The SSJ Contractor must provide copies of the Construction Monitoring Reports to the Principal in a timely manner to enable the Principal to comply with its retained obligation;

- (xlix) be responsible for C17 in relation to all works other than the Project Works and the SSJ Contractor's Activities;

- (I) be responsible for D1 to D14;
- (li) be responsible for E1 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lii) be responsible for E2 to E5 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (liii) be responsible for E6, except that the SSJ Contractor must produce a Tree Report for trees impacted or removed by the SSJ Contractor's Activities and make provision for their replacement in accordance with Condition E6. The SSJ Contractor must provide the Tree Report to the Principal in a timely

manner to enable the Principal to submit it to the Secretary in compliance with this condition;

- (liv) be responsible for E7;
- (lv) be responsible for E8 to E10 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lvi) be responsible for E11 and E12;
- (lvii) be responsible for E13 to E21 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lviii) be responsible for E22;
- (lix) be responsible for E23 to E26 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lx) be responsible for E27, except that the Contractor must implement the Principal's Exhumation Management Plan;
- (lxi) be responsible for E28 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxii) be responsible for E29 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxiii) be responsible for E30 and E31 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxiv) be responsible for E32. The SSJ Contractor must implement the strategy in relation to the Project Works and the SSJ Contractor's Activities;
- (lxv) be responsible for E33 to E36 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxvi) be responsible for E37 and 38;
- (lxvii) be responsible for E39 to E46 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxviii) be responsible for E47 in relation to preparation and submission of the Out of Hours Work Protocol. The SSJ Contractor must comply with the approved Out of Hours Work Protocol. The Out of Hours Work Protocol is contained in Appendix 1 to this Schedule E3;
- (lxix) be responsible for E48 to E52 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxx) be responsible for E53 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, if the SSJ Contractor prepares Blast Management Strategy, the SSJ Contractor must submit it to the Principal. The Principal will submit it to the Secretary and notify the SSJ Contractor when it has been submitted;
- (lxxi) be responsible for E54 to E56 in relation to all works other than the Project Works and the SSJ Contractor's Activities;

- (lxxii) be responsible for E57;
- (lxxiii) be responsible for E58 to E61 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxxiv) be responsible for E62 except that the SSJ Contractor must provide the Principal and the Independent Property Impact Assessment Panel with all information, documents, details and data relating to the Project Works and the SSJ Contractor's Activities in order for the Panel to perform its function. The terms of reference for the Independent Property Impact Assessment Panel are contained in Appendix 2 to this Schedule E3;
- (lxxv) be responsible for E63 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, the SSJ Contractor must submit the results of monitoring to the Principal. The Principal will submit it to the Secretary on request;
- (lxxvi) be responsible for E64 to E67 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxxvii) be responsible for E68 in relation to all works other than the Project Works and the SSJ Contractor's Activities. In relation to the Project Works and the SSJ Contractor's Activities, if the SSJ Contractor prepares a Site Audit Statement and Site Audit Report, the SSJ Contractor must submit them to the Principal. The Principal will submit them to the Secretary;
- (lxxviii) be responsible for E69 to E71 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxxix) be responsible for E72. The SSJ Contractor must implement the Sustainability Strategy in relation to the Project Works and the SSJ Contractor's Activities. The Sustainability Strategy is contained in Appendix 3 to this Schedule E3;
- (lxxx) be responsible for E73 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxxxii) be responsible for E74;
- (lxxxii) be responsible for E75 and E76 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxxxiii) establish the Transport and Transport Liaison Groups required under E77;
- (lxxxiv) be responsible for E78 to E80 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxxxv) be responsible for E81. In relation to the Project Works and the SSJ Contractor's Activities the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to comply with this condition. The Principal will submit the CTMF to the Secretary and advise the SSJ Contractor of the date of submission;
- (lxxxvi) be responsible for E82 and E83 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lxxxvii) be responsible for E84;

- (lxxxviii) be responsible for E85 to E88 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (lxxxix) be responsible for E89;
 - (xc) be responsible for E90 to E93 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (xci) be responsible for E94 and E95;
 - (xcii) be responsible for E96 and E97 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (xciii) be responsible for E98;
 - (xciv) be responsible for E99 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (xcv) be responsible for E100;
 - (xcvi) be responsible for E101 and E102 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (xcvii) be responsible for E103;
 - (xcviii) be responsible for E104 to E108 in relation to all works other than the Project Works and the SSJ Contractor's Activities; and
 - (xcix) be responsible for E109.
- (b) In relation to the Mitigation Measures the Principal will:
- (i) be responsible for T1 to T6 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (ii) be responsible for T7 in relation to all works other than the Project Works and the SSJ Contractor's Activities and for community education events that allow pedestrians, cyclists or motorists to sit in trucks and understand the visibility restrictions of truck drivers, and for truck drivers to understand the visibility from a bicycle; and a campaign to engage with local schools to educate children about road safety and to encourage visual contact with drivers to ensure they are aware of the presence of children;
 - (iii) be responsible for T8 and T9 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
 - (iv) be responsible for T10 except that the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to comply with this condition in a timely manner to suit the SSJ Contractor's Activities. The SSJ Contractor must provide appropriate wayfinding and Customer information to notify Customers of bus stops relocated as a result of the Project Works or SSJ Contractor's Activities;
 - (v) be responsible for T11;
 - (vi) be responsible for T12 to T14 in relation to all works other than the Project Works and the SSJ Contractor's Activities;

- (vii) be responsible for T15 to T18;
- (viii) be responsible for T19 to T22 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (ix) be responsible for OpT1;
- (x) be responsible for OpT2 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xi) be responsible for OpT3;
- (xii) be responsible for OpT4 and OpT5 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xiii) be responsible for NV1 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xiv) be responsible for NV2;
- (xv) be responsible for NV3 to NV5 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xvi) in relation to NV6 engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced AA. The Principal will be the single point of contact with the Secretary and notify the SSJ Contractor of any other timeframe relevant to this condition agreed with the Secretary. The Principal will cooperate with the AA in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xvii) be responsible for NV7 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xviii) be responsible for OpNV1 to OpNV3 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xix) be responsible for BI1 to BI3 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xx) be responsible for NAH1;
- (xxi) be responsible for NAH2 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxii) be responsible for NAH3 except for implementing the Exhumation Policy and Guideline in relation to the Project Works and the SSJ Contractor's Activities;
- (xxiii) be responsible for NAH4 to NAH6;
- (xxiv) be responsible for NAH7 and NAH8, except to the extent set out in the Contract, especially SWTC Appendix B6;
- (xxv) be responsible for NAH9 to NAH19;
- (xxvi) be responsible for AH1 and AH2 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxvii) be responsible for AH3;

- (xxviii) be responsible for AH4 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxix) be responsible for AH5;
- (xxx) be responsible for AH6 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxxi) be responsible for LV1 to LV6 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxxii) be responsible for LV7 to LV9;
- (xxxiii) be responsible for LV10 to LV12 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxxiv) be responsible for LV13 to and LV16;
- (xxxv) be responsible for LV17 to LV19 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxxvi) be responsible for GWG1 and GWG2 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxxvii) be responsible for SCW 1 and SCW2;
- (xxxviii) be responsible for SCW3 and SCW4 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xxxix) be responsible for SCW5 to SCW7;
- (xl) be responsible for SO1;
- (xli) be responsible for SO2 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xlii) be responsible for B1 to B3 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xliii) be responsible for B4;
- (xliv) be responsible for FH1 to FH3;
- (xlv) be responsible for FH4 and FH5 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xlvi) be responsible for FH6;
- (xlvii) be responsible for FH7 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (xlviii) be responsible for FH8;
- (xlix) be responsible for FH9 and FH10 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (l) be responsible for AQ1 to AQ9 in relation to all works other than the Project Works and the SSJ Contractor's Activities;

- (li) be responsible for HR1 to HR3 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (lii) be responsible for HR4 and HR5;
- (liii) be responsible for WR1 to WR5 in relation to all works other than the Project Works and the SSJ Contractor's Activities;
- (liv) be responsible for SUS1 to SUS10 in relation to all works other than the Project Works and the SSJ Contractor's Activities; and
- (lv) be responsible for CU1 except that the SSJ Contractor must provide the Principal with all information, documents, details and data relating to the SSJ Contractor's Activities that are required to enable the Principal to comply with this condition.

SCHEDULE E4. – REQUIREMENTS OF THIRD PARTY AGREEMENTS

(Clause 1.1 and 3.6)

1. NO LIMITATION ON CONTRACT

Nothing in this Schedule E4 limits the Principal's rights or affects the SSJ Contractor's rights and obligations under any clause of this Contract.

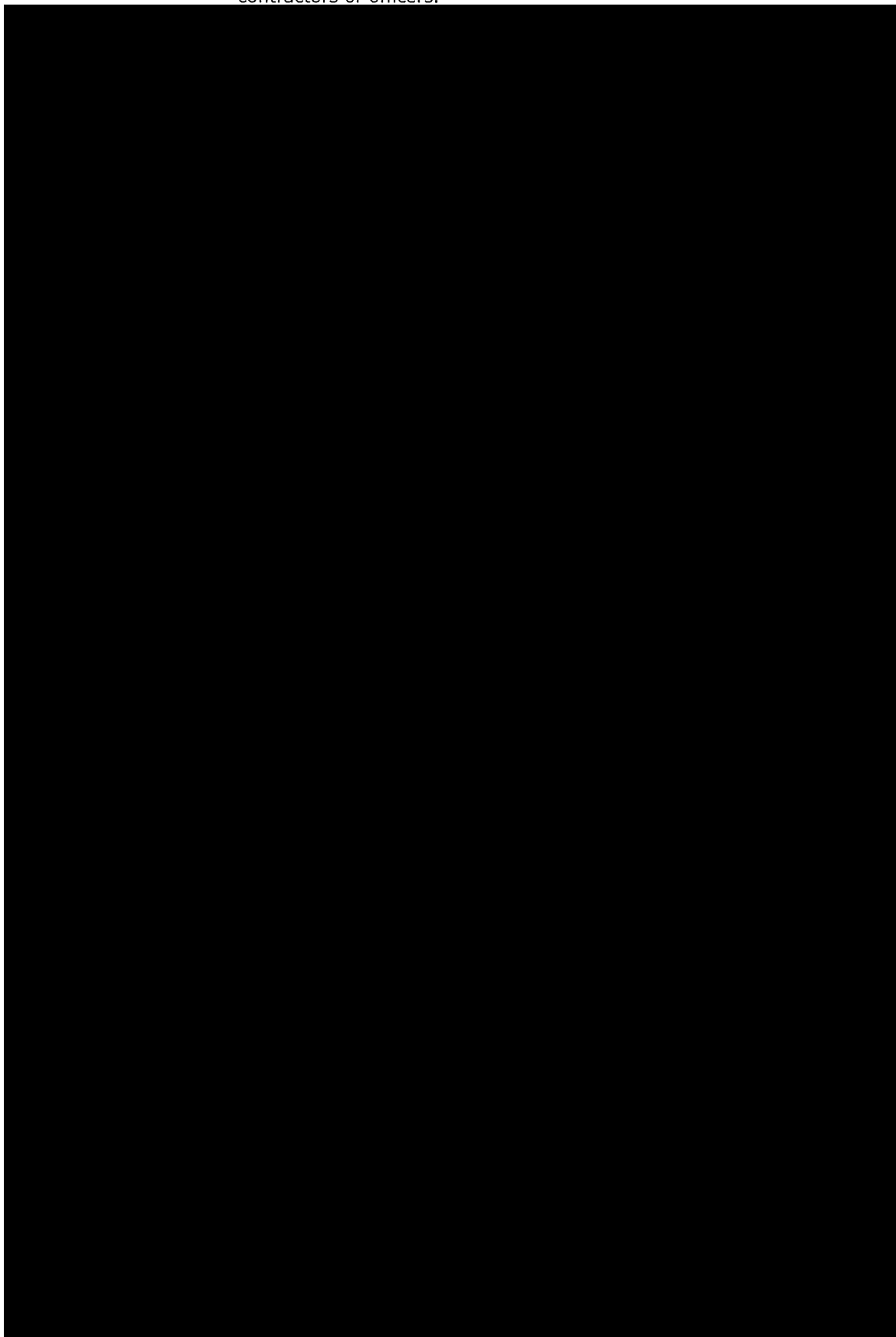
2. GLOBAL SIA

- (a) The SSJ Contractor:
- (i) acknowledges that the Principal has entered into the Global Safety Interface Agreement dated 28 June 2013 with Sydney Trains (**Global SIA**); and
 - (ii) must, in performing, the SSJ Contractor's Activities:
 - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Global SIA as if it were named as the Principal in the Global SIA so as to ensure that the Principal is able to fully meet those obligations under the Global SIA or otherwise at law except to the extent that the table below:
 - (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to the SSJ Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 2(a)(ii)(A) of this Schedule E4;
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the Global SIA unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) Where the Global SIA provides that the Principal must ensure that the SSJ Contractor will do something or comply with an obligation the SSJ Contractor must, in performing the SSJ Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2(a)(ii) as if it was stated to be an obligation of the Principal.
- (c) Where the Global SIA provides for the Principal to provide a document, notice or information to Sydney Trains, the SSJ Contractor:
- (i) must not provide any such document, notice or information directly to Sydney Trains; and
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Principal within sufficient time for the Principal to review and comment on the document,

notice or information and provide it to Sydney Trains within the time period required by the Global SIA.

- (d) The SSJ Contractor must, in carrying out the SSJ Contractor's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Global SIA or other requirements of Sydney Trains;
 - (ii) ensure that no act or omission of the SSJ Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Trains under the Global SIA or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Global SIA.
- (e) Whenever, pursuant to the terms of the Global SIA, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Trains under any clause of the Global SIA then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the SSJ 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 Global SIA in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Contract.
- (f) The SSJ Contractor acknowledges that to the extent that the Global SIA contains a provision pursuant to which Sydney Trains is stated to make no representation as to a state of affairs, the SSJ Contractor agrees that the Principal similarly makes no representation to the SSJ Contractor in respect of that state of affairs in the same way as if the relevant terms of the Global SIA were set out fully in this Contract.
- (g) Nothing in the Global SIA or this Schedule E4 limits the Principal's rights or the SSJ Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this Contract.
- (h) The SSJ Contractor must indemnify the Principal from and against any claim by Sydney Trains or any Liability of the Principal to Sydney Trains arising out of or in any way in connection with the Global SIA to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the SSJ Contractor's Activities:
 - (i) provided that the SSJ Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and
 - (ii) except to the extent it is limited in this Schedule E4.
- (i) The SSJ Contractor:
 - (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule E4; and
 - (B) any acts or omissions of Sydney Trains 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 (other than for payment under clause 16) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2(i)(i) of this Schedule E4; or

(B) any acts or omissions of Sydney Trains or its employees, agents, contractors or officers.



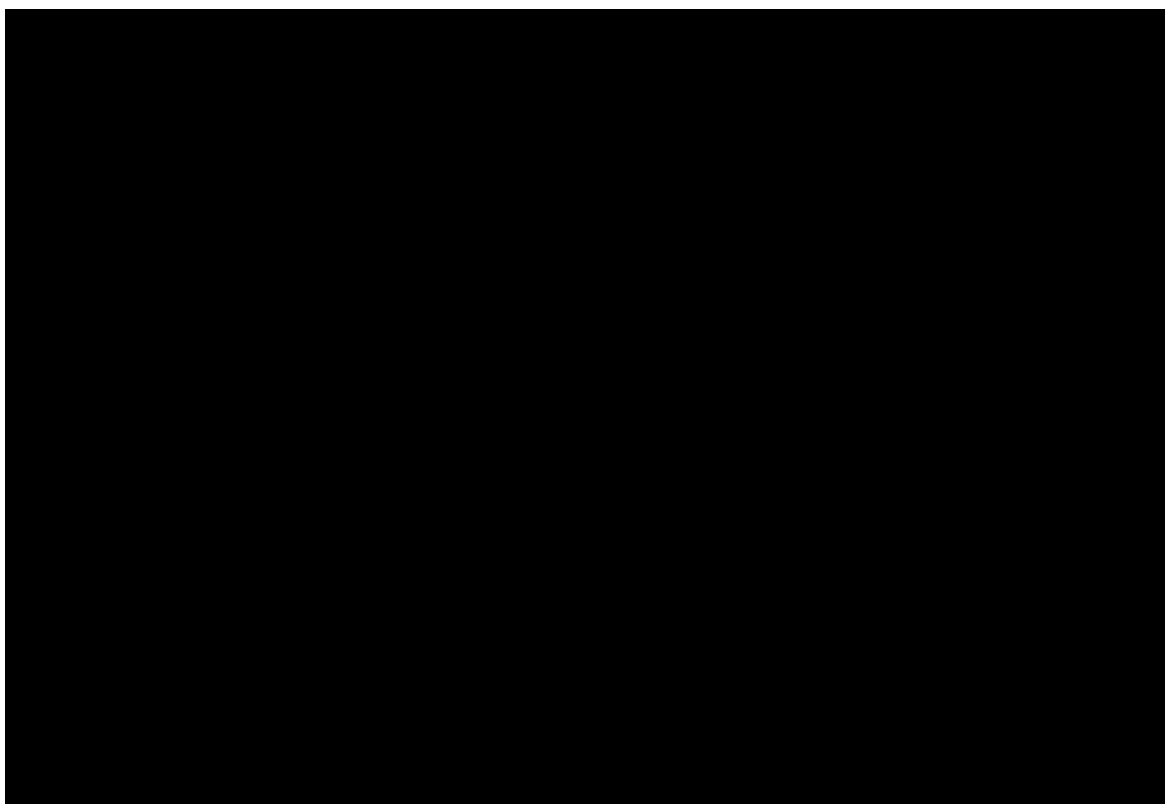
3. DRAFT SYDNEY TRAINS TRANSITION AGREEMENT

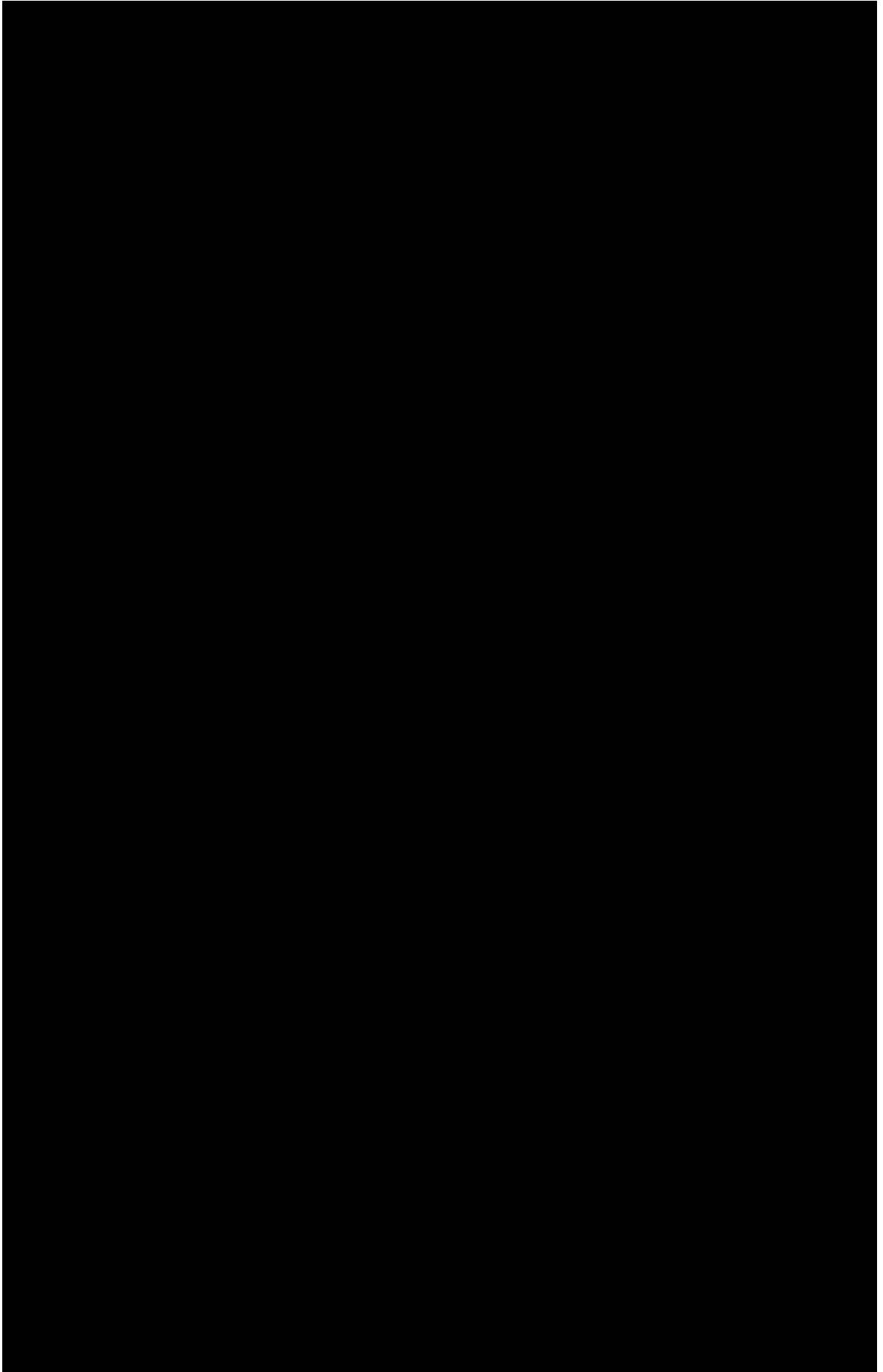
- (a) The SSJ Contractor:
- (i) acknowledges that the Principal will enter into agreements with Rail Corporation New South Wales and Sydney Trains entitled "Sydney Metro City & Southwest Transition Agreement" on the terms of the proposed draft "Scope of Works and Access Schedule for Sydenham Station and Junction Works" (**Sydney Trains Transition Agreement**); and
 - (ii) must, in performing, the SSJ Contractor's Activities:
 - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Sydney Trains Transition Agreement as if it were named as the Principal in the Sydney Trains Transition Agreement so as to ensure that the Principal is able to fully meet those obligations under the Sydney Trains Transition Agreement or otherwise at law except to the extent that the table below:
 - (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to the SSJ Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 3(a)(ii)(A) of this Schedule E4;
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the Sydney Trains Transition Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) Where the Sydney Trains Transition Agreement provides that the Principal must ensure that the SSJ Contractor will do something or comply with an obligation, the SSJ Contractor must in performing the SSJ Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 3(a)(ii) as if it was stated to be an obligation of the Principal.

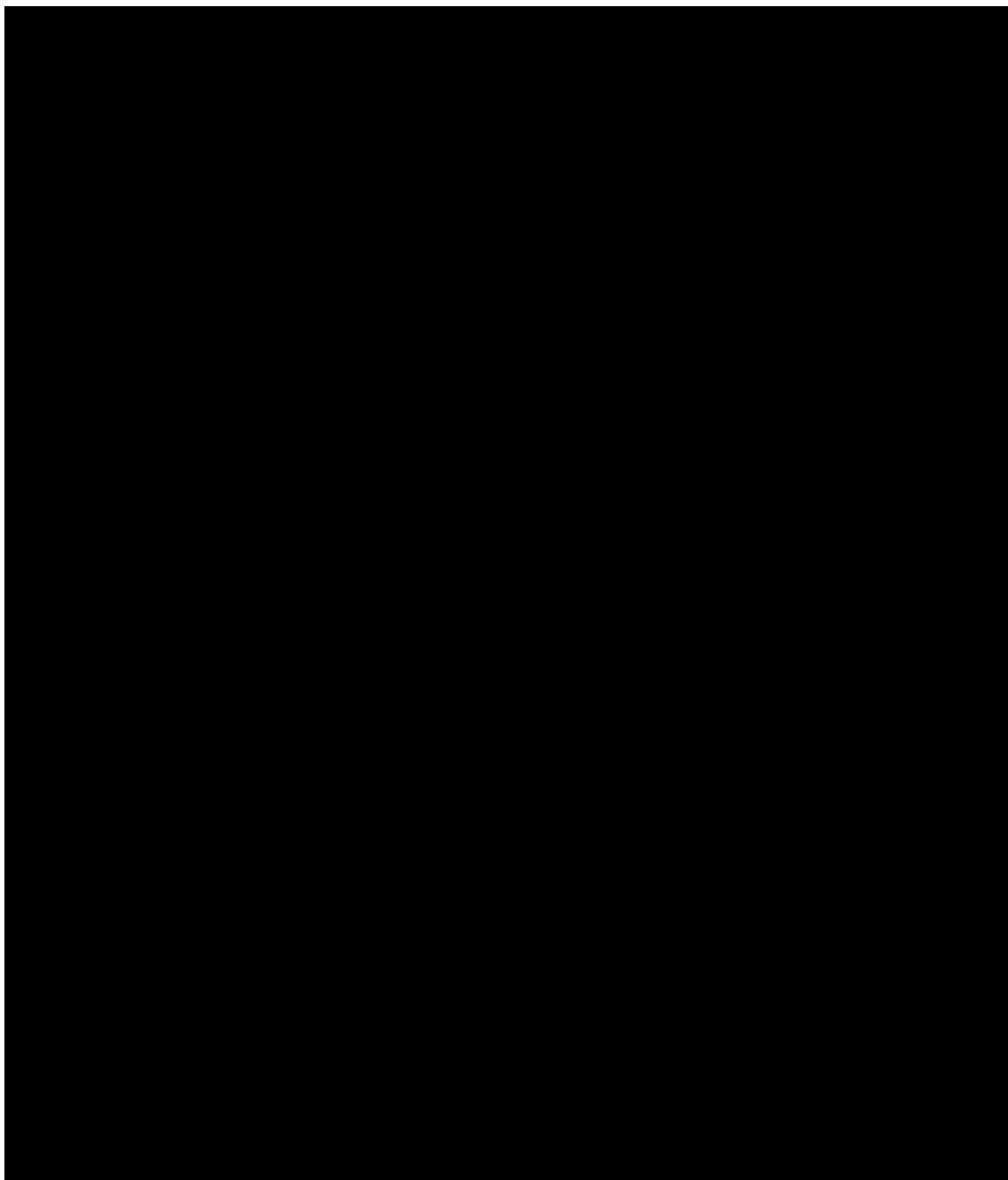
- (c) The SSJ Contractor acknowledges that the Sydney Trains Transition Agreement provides for works to be undertaken for and on behalf of TfNSW that do not form part of the SSJ Contractor's Activities and nothing in this clause 3 of this Schedule E4 imposes obligations on the SSJ Contractor in relation to any Construction Infrastructure Works Contract or TfNSW Contract other than the SSJ Contract (as those terms are defined in the Sydney Trains Transition Agreement).
- (d) Where the Sydney Trains Transition Agreement provides for the Principal to provide a document, notice or information to Sydney Trains, the SSJ Contractor:
- (i) subject to clause 3(d)(iii) of this Schedule E4, must not provide any such document, notice or information directly to Sydney Trains;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Sydney Trains within the time period required by the Sydney Trains Transition Agreement; and
 - (iii) for the purposes of:
 - (A) clause 26.2(a) of the Sydney Trains Transition Agreement ; and
 - (B) clauses 10.4(c) and 10.11(d) of this Contract,must submit the documentation directly to Sydney Trains.
- (e) The SSJ Contractor must, in carrying out the SSJ Contractor's Activities:
- (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Sydney Trains Transition Agreement or other requirements of Sydney Trains;
 - (ii) ensure that no act or omission of the SSJ Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Trains under the Sydney Trains Transition Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Sydney Trains Transition Agreement.
- (f) Whenever, pursuant to the terms of the Sydney Trains Transition Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Trains under any clause of the Sydney Trains Transition Agreement then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the SSJ 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 Sydney Trains Transition Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Contract.
- (g) The SSJ Contractor acknowledges that to the extent that the Sydney Trains Transition Agreement contains a provision pursuant to which Sydney Trains is stated to make no representation as to a state of affairs, the SSJ Contractor agrees that the Principal similarly makes no representation to the SSJ Contractor in respect of that state of affairs in the same way as if the relevant terms of the Sydney Trains Transition Agreement were set out fully in this Contract.
- (h) Nothing in the Sydney Trains Transition Agreement or this Schedule E4 limits the Principal's rights or the SSJ Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this Contract.

- (i) The SSJ Contractor must indemnify the Principal from and against any claim by Sydney Trains against the Principal or any Liability of the Principal to Sydney Trains arising out of or in any way in connection with the Sydney Trains Transition Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the SSJ Contractor's Activities:
 - (i) provided that the SSJ Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and
 - (ii) except to the extent it is limited in this Schedule E4.
- (j) The SSJ Contractor:
 - (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule E4; and
 - (B) any acts or omissions of Sydney Trains 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 (other than for payment under clause 16) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 3(j)(i) of this Schedule E4; or
 - (B) any acts or omissions of Sydney Trains or its employees, agents, contractors or officers.
- (k) Terms used in the table below that are capitalised but are not defined in this Contract have the same meaning as in the Sydney Trains Transition Agreement.

Draft Sydney Trains Transition Agreement







4. **DRAFT SYDNEY WATER INTERFACE AGREEMENT**

- (a) The SSJ Contractor:
 - (i) acknowledges that the Principal will enter into an agreement with Sydney Water Corporation (**Sydney Water**) on the terms of the proposed draft "Sydney Metro Program SWC Interface Agreement" (**Sydney Water Interface Agreement**); and
 - (ii) must, in performing, the SSJ Contractor's Activities:
 - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Sydney Water Interface Agreement as if it were named as the Principal in the Sydney Water Interface Agreement so as to ensure

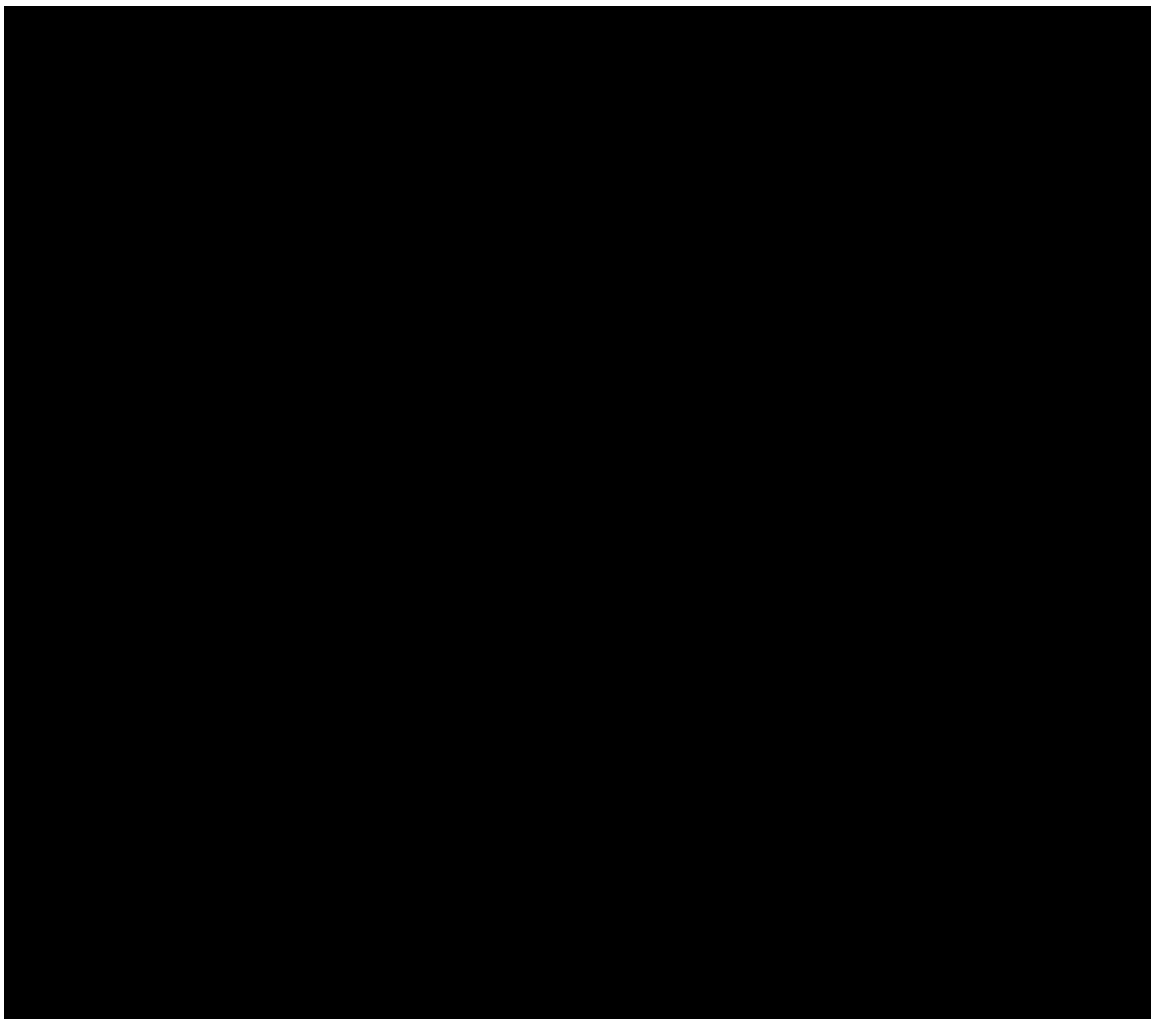
that the Principal is able to fully meet those obligations under the Sydney Water Interface Agreement or otherwise at law except to the extent that the table below:

- (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement; and
- (B) comply with and fulfil any conditions, obligations or requirements allocated to the SSJ Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 4(a)(ii)(A) of this Schedule E4;
- (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the Sydney Water Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) The SSJ Contractor acknowledges that the Sydney Water Interface Agreement provides for works to be undertaken for and on behalf of TfNSW that do not form part of the SSJ Contractor's Activities and nothing in this clause 4 imposes obligations on the SSJ Contractor in relation to:
- (i) the works forming part of the TSE Package, the TSE Package or any Further Sydney Metro Works or any Future Project the subject of Design and Construction Requirements (as those terms are defined in the Sydney Water Interface Agreement) added in accordance with clause 2.4(c)(i) of the Sydney Water Interface Agreement;
 - (ii) any Construction Area or Operations and Maintenance Requirements (as those terms are defined in the Sydney Water Interface Agreement) relevant to the TSE Package, the TSE Package or added in accordance with clauses 2.4(c)(ii) and 2.4(c)(iii) of the Sydney Water Interface Agreement.
- (c) Where the Sydney Water Interface Agreement provides that the Principal must ensure that the SSJ Contractor will do something or comply with an obligation, the SSJ Contractor must in performing the SSJ Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 4(a)(ii) as if it was stated to be an obligation of the Principal.
- (d) Where the Sydney Water Interface Agreement provides for the Principal to provide a document, notice or information to Sydney Water, the SSJ Contractor:
- (i) subject to clause 3(d)(iii), must not provide any such document, notice or information directly to Sydney Water;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Principal within sufficient time for the Principal to review and comment on the document, notice or information and provide it to Sydney Water within the time period required by the Sydney Water Interface Agreement; and
 - (iii) for the purposes of:
 - (A) clause 19.2 of the Sydney Water Interface Agreement; and

- (B) clauses 11.4(c) and 11.11(d) of this Contract,
must submit the documentation directly to Sydney Water.
- (e) The SSJ Contractor must, in carrying out the SSJ Contractor's Activities:
- (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Sydney Water Interface Agreement or other requirements of Sydney Water;
 - (ii) ensure that no act or omission of the SSJ Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Water under the Sydney Water Interface Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Sydney Water Interface Agreement.
- (f) Whenever, pursuant to the terms of the Sydney Water Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Water under any clause of the Sydney Water Interface Agreement then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the SSJ 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 Sydney Water Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Contract.
- (g) The SSJ Contractor acknowledges that to the extent that the Sydney Water Interface Agreement contains a provision pursuant to which Sydney Water is stated to make no representation as to a state of affairs, the SSJ Contractor agrees that the Principal similarly makes no representation to the SSJ Contractor in respect of that state of affairs in the same way as if the relevant terms of the Sydney Water Interface Agreement were set out fully in this Contract.
- (h) Nothing in the Sydney Water Interface Agreement or this Schedule E4 limits the Principal's rights or the SSJ Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this Contract.
- (i) The SSJ Contractor must indemnify the Principal from and against any claim by Sydney Water against the Principal or any Liability of the Principal to Sydney Water arising out of or in any way in connection with the Sydney Water Interface Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the SSJ Contractor's Activities:
- (i) provided that the SSJ Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and

- (ii) except to the extent it is limited in this Schedule E4.
- (j) The SSJ Contractor:
 - (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule E4; and
 - (B) any acts or omissions of Sydney Water 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 (other than for payment under clause 16) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 4(j)(i) of this Schedule E4; or
 - (B) any acts or omissions of Sydney Water or its employees, agents, contractors or officers.
- (k) Terms used in the table below that are capitalised but are not defined in this Contract have the same meaning as in the Sydney Water Interface Agreement.

Draft Sydney Water Interface Agreement





5. TRANSGRID INTERFACE AGREEMENT

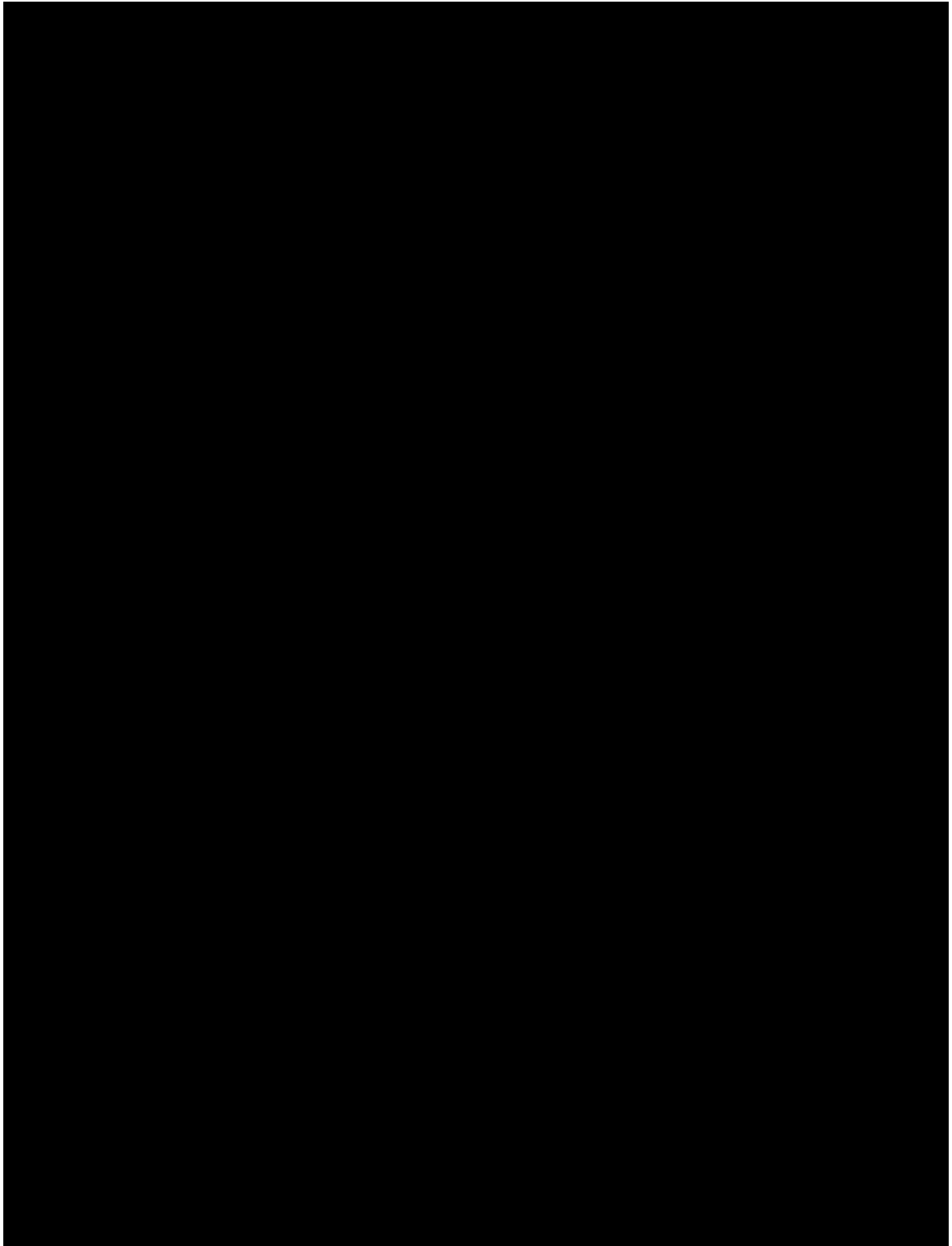
- (a) The SSJ Contractor:
 - (i) acknowledges that the Principal has entered into an agreement with NSW Electricity Networks Operations Pty Ltd ACN 609 169 959 as trustee for the NSW Electricity Networks Operations Trust on the terms of the "Sydney Metro City & Southwest TransGrid Interface Agreement" (**TransGrid Interface Agreement**); and
 - (ii) must, in performing, the SSJ Contractor's Activities:
 - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the TransGrid Interface Agreement as if it were named as the Principal in the TransGrid Interface Agreement so as to ensure that the Principal is able to fully meet those obligations under the TransGrid Interface Agreement or otherwise at law except to the extent that the table below:

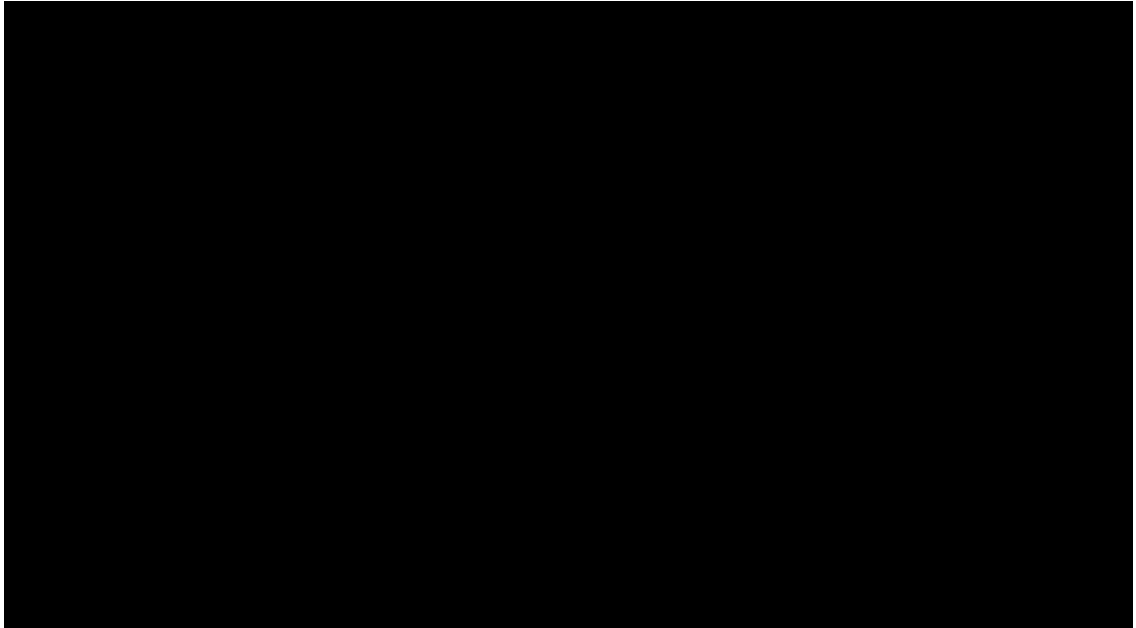
- (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to the SSJ Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 5(a)(ii)(A) of this Schedule E4;
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the TransGrid Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) The SSJ Contractor acknowledges that the TransGrid Interface Agreement provides for works to be undertaken for and on behalf of TfNSW that do not form part of the SSJ Contractor's Activities and nothing in this clause 5 of this Schedule E4 imposes obligations on the SSJ Contractor in relation to:
- (i) the works described or shown in Annexure C or any further Annexure added in accordance with clause 4.2(c)(i) of the TransGrid Interface Agreement;
 - (ii) the design shown in Annexure A or any further Annexure added in accordance with clause 4.2(c)(ii) of the TransGrid Interface Agreement; or
 - (iii) new TransGrid Assets (as that term is defined in the TransGrid Interface Agreement) added in accordance with clause 4.2(c)(iii) of the TransGrid Interface Agreement.
- (c) Where the TransGrid Interface Agreement provides that the Principal must ensure that the TfNSW Contractor will do something or comply with an obligation the SSJ Contractor must, in performing the SSJ Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 5(a)(ii) of this Schedule D4 as if it was stated to be an obligation of the Principal.
- (d) Where the TransGrid Interface Agreement provides for the Principal to provide a document, notice or information to TransGrid, the SSJ Contractor:
- (i) subject to clause 5(d)(iii) of this Schedule E4, must not provide any such document, notice or information directly to TransGrid;
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to TransGrid within the time period required by the TransGrid Interface Agreement; and
 - (iii) for the purposes of:
 - (A) clause 5.3(a) and 6.1(a) of the TransGrid Interface Agreement; and
 - (B) clauses 11.4(c) and 11.11(d) of this Contract,
 must submit the documentation directly to TransGrid with a copy to the Principal.

- (e) The SSJ Contractor must, in carrying out the SSJ Contractor's Activities:
- (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the TransGrid Interface Agreement or other requirements of TransGrid;
 - (ii) ensure that no act or omission of the SSJ Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to TransGrid under the TransGrid Interface Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the TransGrid Interface Agreement.
- (f) Whenever, pursuant to the terms of the TransGrid Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to TransGrid under any clause of the TransGrid Interface Agreement then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the SSJ 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 TransGrid Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Contract.
- (g) The SSJ Contractor acknowledges that to the extent that the TransGrid Interface Agreement contains a provision pursuant to which TransGrid is stated to make no representation as to a state of affairs, the SSJ Contractor agrees that the Principal similarly makes no representation to the SSJ Contractor in respect of that state of affairs in the same way as if the relevant terms of the TransGrid Interface Agreement were set out fully in this Contract.
- (h) Nothing in the TransGrid Interface Agreement or this Schedule E4 limits the Principal's rights or the SSJ Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this Contract.
- (i) The SSJ Contractor must indemnify the Principal from and against any claim by TransGrid against the Principal or any Liability of the Principal to TransGrid arising out of or in any way in connection with the TransGrid Interface Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the SSJ Contractor's Activities:
- (i) provided that the SSJ Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and
 - (ii) except to the extent it is limited in this Schedule E4.
- (j) The SSJ Contractor:
- (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule E4; and
 - (B) any acts or omissions of TransGrid 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 (other than for payment under clause 16) arising out of or in any way in connection with:

- (A) the risks referred to in clause 5(j)(i) of this Schedule E4; or
 - (B) any acts or omissions of TransGrid or its employees, agents, contractors or officers.
- (k) Terms used in the table below that are capitalised but are not defined in this Contract have the same meaning as in the TransGrid Interface Agreement.

TransGrid Interface Agreement





6. DRAFT WORKS AUTHORISATION DEED

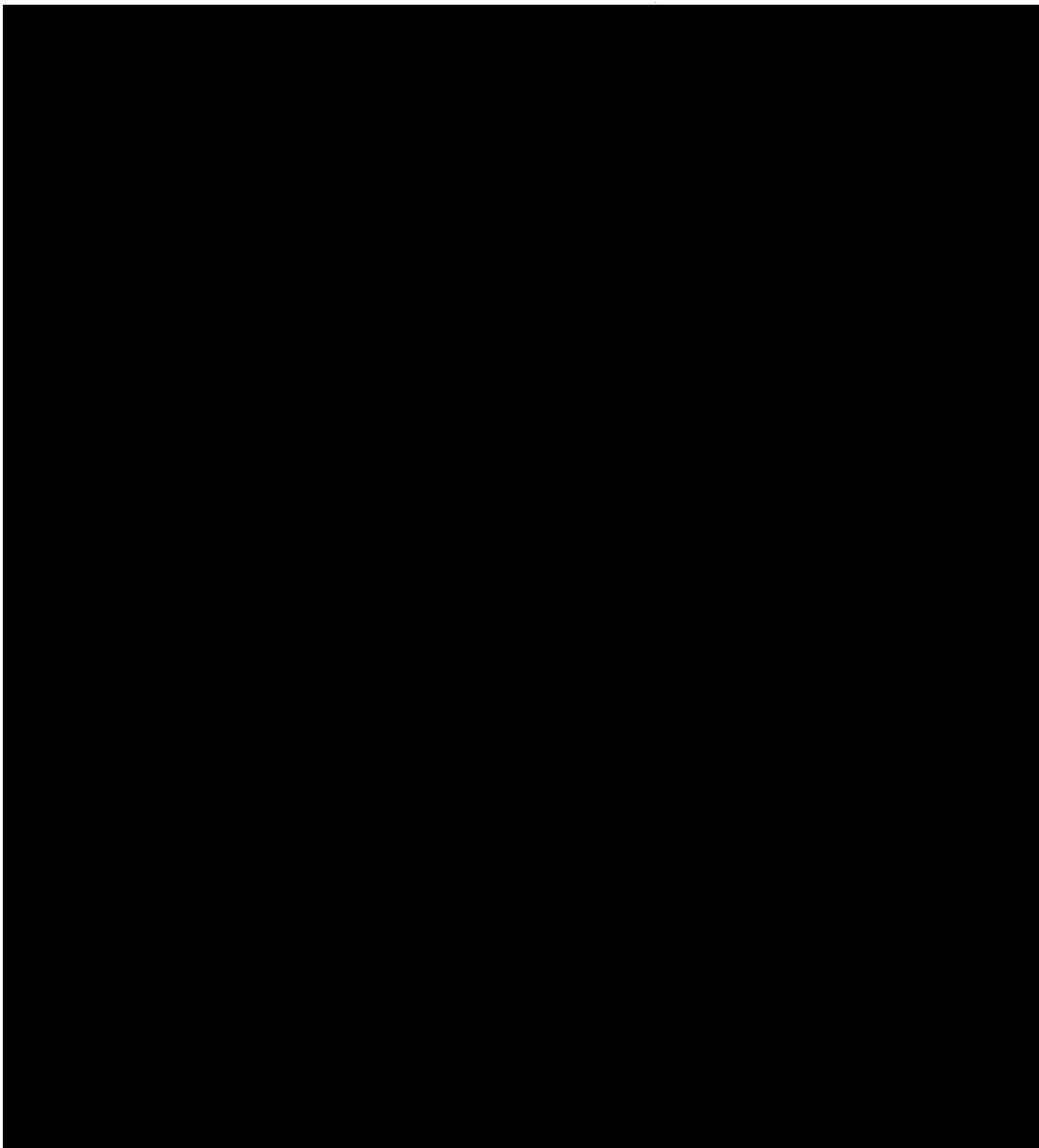
- (a) The SSJ Contractor:
 - (i) acknowledges that the Principal will enter into the Works Authorisation Deed on the terms of the proposed draft (**SSJ WAD**) with Roads and Maritime Services (**RMS**); and
 - (ii) must, in performing, the SSJ Contractor's Activities:
 - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the SSJ WAD as if it were named as the Principal in the SSJ WAD so as to ensure that the Principal is able to fully meet those obligations under the SSJ WAD or otherwise at law except to the extent that the table below:
 - (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits the SSJ Contractor's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to the SSJ Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 6(a)(ii)(A) of this Schedule E4;
 - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below;
 - (iv) may not exercise any of the Principal's discretions or rights under the SSJ WAD unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).
- (b) Where the SSJ WAD provides that the Principal must ensure that the SSJ Contractor will do something or comply with an obligation the SSJ Contractor must,

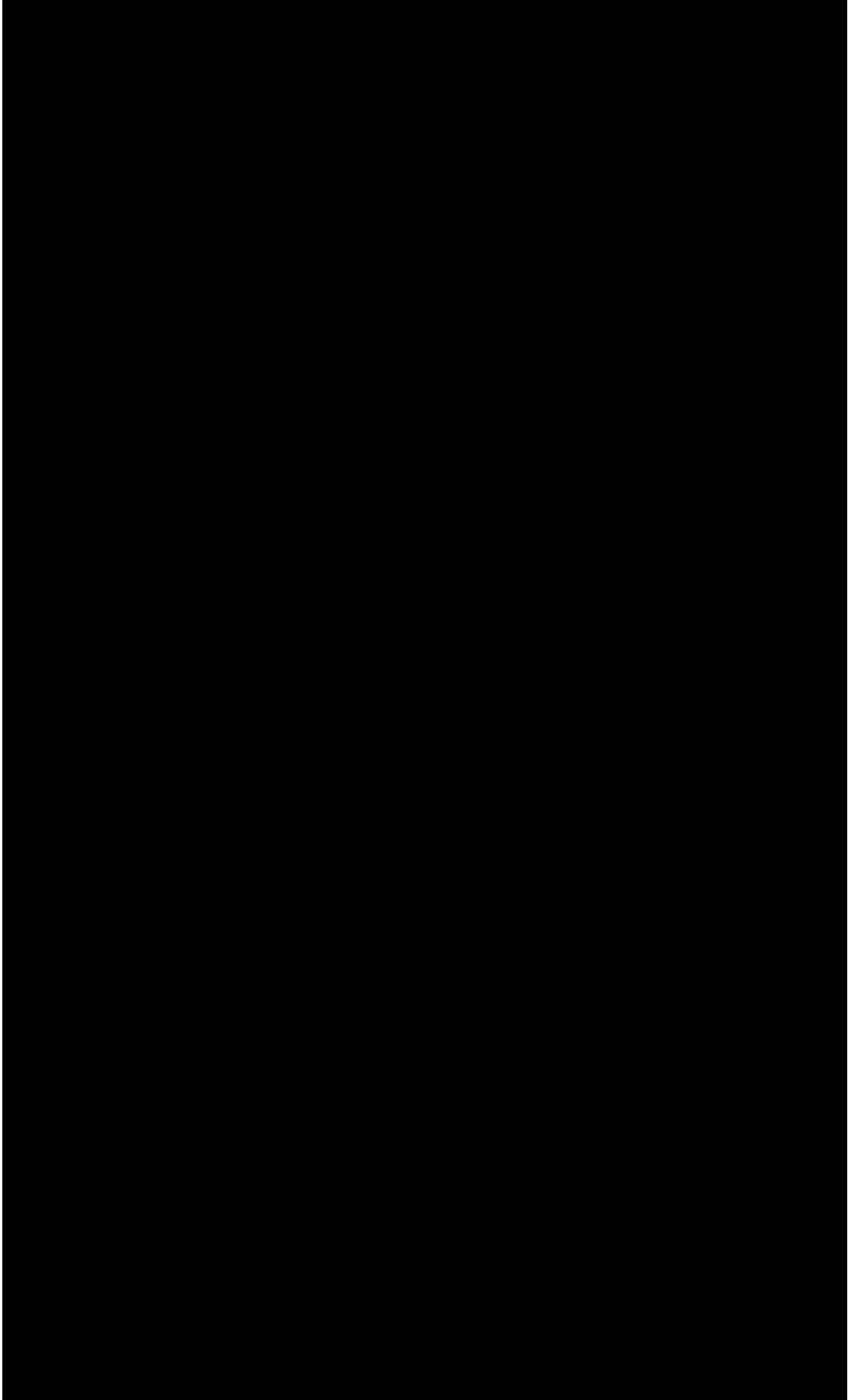
in performing the SSJ Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 6(a)(ii) as if it was stated to be an obligation of the Principal.

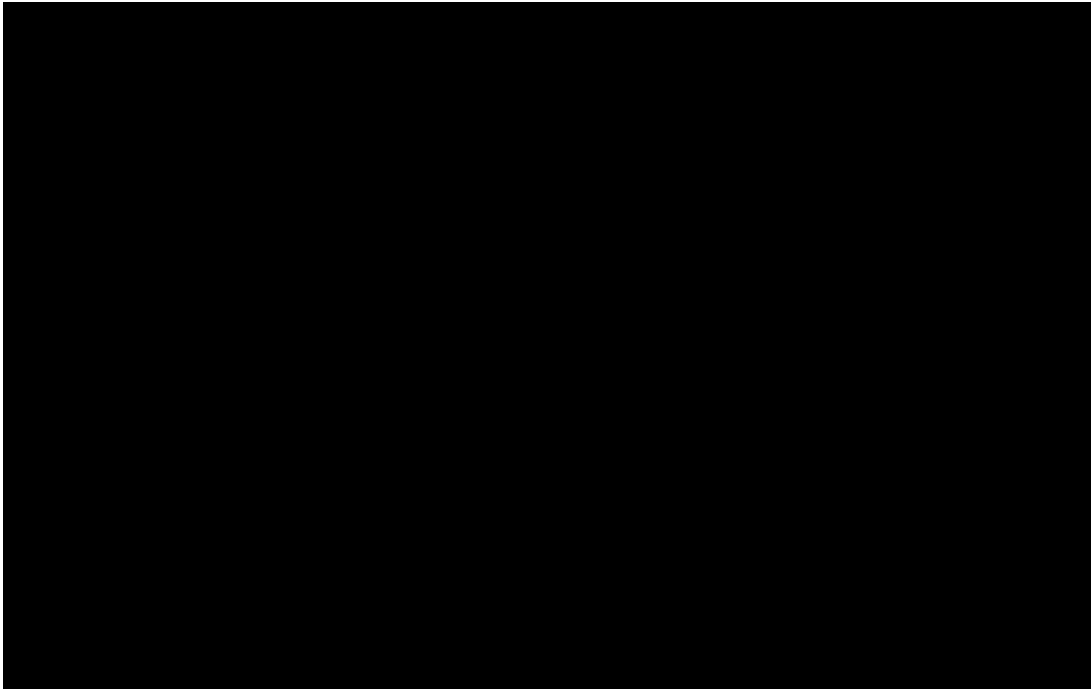
- (c) Where the SSJ WAD provides for the Principal to provide a document, notice or information to RMS, the SSJ Contractor:
 - (i) must not provide any such document, notice or information directly to RMS; and
 - (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Principal within sufficient time for the Principal to review and comment on the document, notice or information and provide it to RMS within the time period required by the SSJ WAD.
- (d) The SSJ Contractor must, in carrying out the SSJ Contractor's Activities:
 - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the SSJ WAD or other requirements of RMS;
 - (ii) ensure that no act or omission of the SSJ Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to RMS under the SSJ WAD or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the SSJ WAD.
- (e) Whenever, pursuant to the terms of the SSJ WAD, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to RMS under any clause of the SSJ WAD then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the SSJ 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 SSJ WAD in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Contract.
- (f) The SSJ Contractor acknowledges that to the extent that the SSJ WAD contains a provision pursuant to which RMS is stated to make no representation as to a state of affairs, the SSJ Contractor agrees that the Principal similarly makes no representation to the SSJ Contractor in respect of that state of affairs in the same way as if the relevant terms of the SSJ WAD were set out fully in this Contract.
- (g) Nothing in the SSJ WAD or this Schedule E4 limits the Principal's rights or the SSJ Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this Contract.
- (h) The SSJ Contractor must indemnify the Principal from and against any claim by RMS or any Liability of the Principal to RMS arising out of or in any way in connection with the SSJ WAD to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the SSJ Contractor's Activities:
 - (i) provided that the SSJ Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and
 - (ii) except to the extent it is limited in this Schedule E4.
- (i) The SSJ Contractor:

- (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule E4; and
 - (B) any acts or omissions of RMS 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 (other than any Claim for payment under clause 16 of this Contract) arising out of or in any way in connection with:
 - (A) the risks referred to in clause 6(i)(i) of this Schedule E4; or
 - (B) any acts or omissions of RMS or its employees, agents, contractors or officers.

Draft SSJ Works Authorisation Deed







7. COMMON DISPUTES

- (a) In this clause 7 of Schedule E4:

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

Common Dispute means a dispute described in clause 7(b) of this Schedule E4.

- (b) A Dispute under this Contract may be concerned with matters that also arise in respect of the respective rights and obligations of the Principal and a Third Party to one of the Third Party Agreements referred to in this Schedule E4 including where the:
- (i) Principal is in breach of a provision of this Contract to the extent such a breach is caused by a Third Party under its respective Third Party Agreement;
 - (ii) Principal is entitled to obtain remedies or benefits under that Third Party Agreement which are similar to remedies or benefits claimed by the SSJ Contractor in a Claim by the SSJ Contractor under this deed;
 - (iii) SSJ Contractor has rights against the Principal under this Contract, including under a warranty or indemnity or specific right of reimbursement or recovery in this Contract, and the Principal has similar rights against the Third Party under a Third Party Agreement including under a corresponding warranty or indemnity or specific right of reimbursement or recovery in the Third Party Agreement; or
 - (iv) SSJ Contractor has a Claim against the Principal and the Principal has a Claim against a Third Party based on the same or similar events or circumstances.
- (c) In the event that there is a Common Dispute, the Principal may, in its absolute discretion:
- (i) determine that the Common Dispute be resolved in accordance with the provisions of this clause 7 of Schedule E4; and
 - (ii) notify the SSJ Contractor in writing of its decision within 20 Business Days of the Common Dispute arising,

in which case clauses 7 (d) to 7(k) of this Schedule E4 will then apply in respect of that Common Dispute.

- (d) In the event that there is a Common Dispute, then:
- (i) clauses 21.1 to 21.14 will not apply to the resolution of the Common Dispute that is the subject of the Principal's notice; and
 - (ii) the SSJ Contractor acknowledges and agrees that the purpose of this clause 7 of Schedule E4 is:
 - (A) to provide the SSJ Contractor with comparable remedies and entitlements in respect of Common Disputes, and to limit the SSJ 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 Third Party Agreements; and

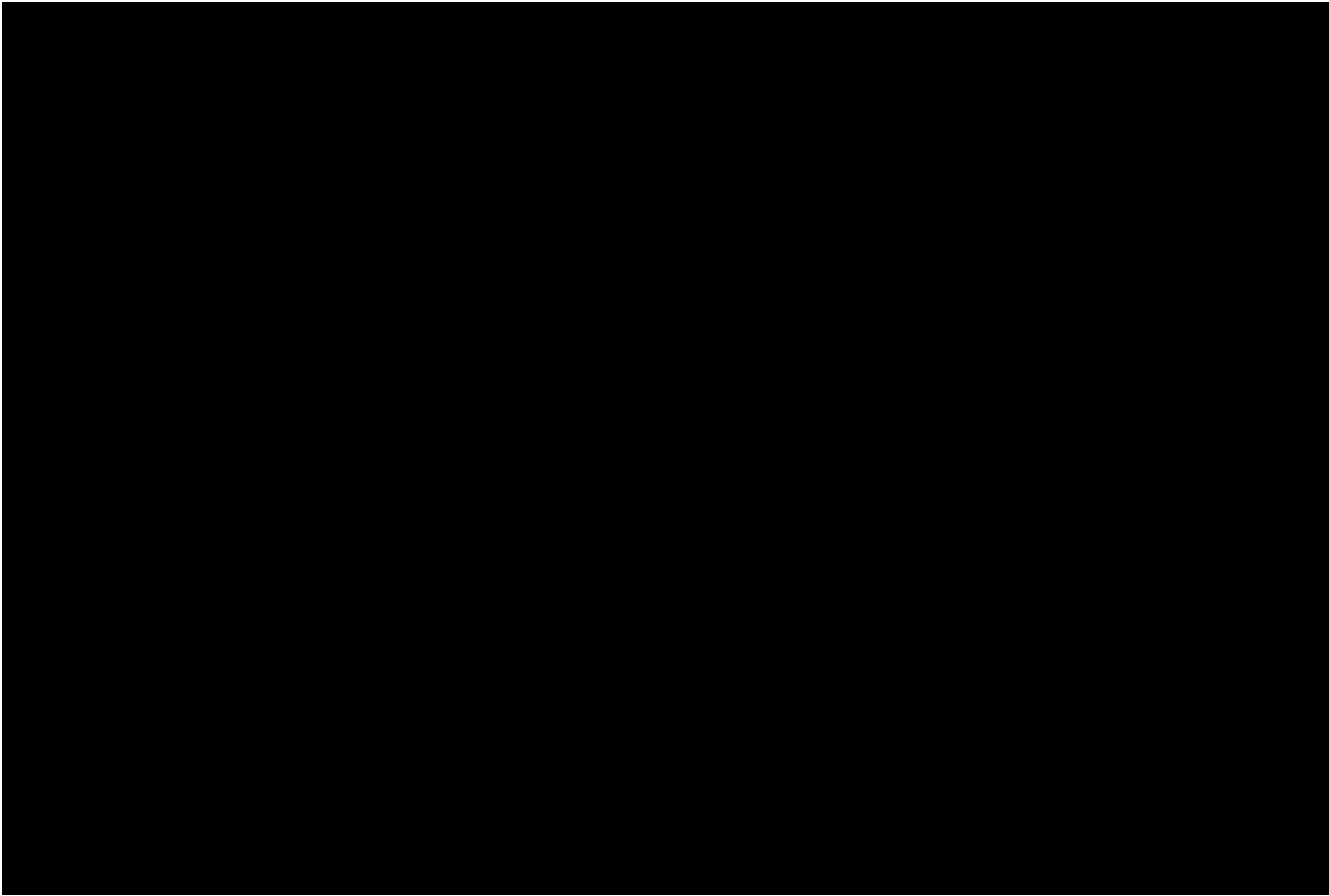
- (B) not to reduce or disentitle or otherwise affect the validity of any Claim by the Principal against a Third Party under, arising out of, or in any way in connection with the relevant Third Party Agreement.
- (e) In respect of all Common Disputes:
 - (i) the SSJ Contractor's entitlement to receive compensation from the Principal, and the Principal's liability to pay compensation to the SSJ 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 SSJ Contractor under this Contract in respect of a Common Dispute, the SSJ Contractor will have the same entitlement to recover compensation under this Contract as the Principal has to recover that compensation from a Third Party under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute;
 - (iii) any rights the SSJ Contractor has against the Principal will not exceed the equivalent rights to which the Principal is entitled under the relevant Third Party Agreement; and
 - (iv) the Principal will pass through to the SSJ Contractor the proportion of any compensation (including damages or other form or relief) to which the Principal is entitled under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute:
 - (A) to the extent that this is referable to the SSJ Contractor, including any liability, Claim or loss of the SSJ Contractor; and
 - (B) determined by reference to what is actually compensated or allowed by a Third Party under the relevant Third Party Agreement.
- (f) The Principal agrees to:
 - (i) request that the relevant Third Party permit the SSJ Contractor to directly make representations in respect of the Common Dispute;
 - (ii) if it is unable to obtain the Third Party's consent as contemplated under clause 7(f)(i) of this Schedule E4, make on behalf of the SSJ Contractor whatever representations in respect of the Common Dispute that the SSJ Contractor reasonably requests; and
 - (iii) provide:
 - (A) regular updates to the SSJ Contractor; and
 - (B) whatever information and documents the SSJ Contractor reasonably requests,as to the progress of the Common Dispute.
- (g) The Principal's Liability to the SSJ Contractor in respect of the subject matter of the Common Dispute:
 - (i) is satisfied by payment to the SSJ Contractor in accordance with this clause 7 of Schedule E4; or

- (ii) if the Third 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 Third Party Agreement or otherwise), provided that:
 - (A) the Principal has complied with its obligations under this clause 7 of this Schedule E4 with respect to recovery of the Principal's and the SSJ Contractor's entitlements from the Third Party; and
 - (B) all appeals from such determination have been exhausted.
- (h) The SSJ 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 a Third Party 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 SSJ Contractor consents to the Common Dispute being heard together with (or consolidated with) that alternative dispute resolution process; and
 - (B) litigation, the SSJ 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 SSJ Contractor's rights and obligations under this Contract.
- (i) The SSJ Contractor's entitlement to a remedy in respect of a Common Dispute will not be reduced to the extent to which the Principal's entitlements under a Third Party Agreement are reduced or extinguished due to the Principal's breach or failure to comply with the Third Party Agreement or other act or omission (in each case to the extent not caused by the SSJ Contractor).
- (j) To the extent the SSJ Contractor has recovered compensation in respect of a Common Dispute under another provision of this Contract, then the SSJ Contractor is not entitled to the same compensation under this clause 7 of Schedule E4.
- (k) Any payment to which the SSJ Contractor is entitled under this clause 7 of Schedule E4 in respect of a Common Dispute shall be paid by the Principal to the SSJ Contractor within 20 Business Days from the date of the settlement or final determination (with all rights of appeal having been exhausted) of the Common Dispute under or in connection with the Third Party Agreement.

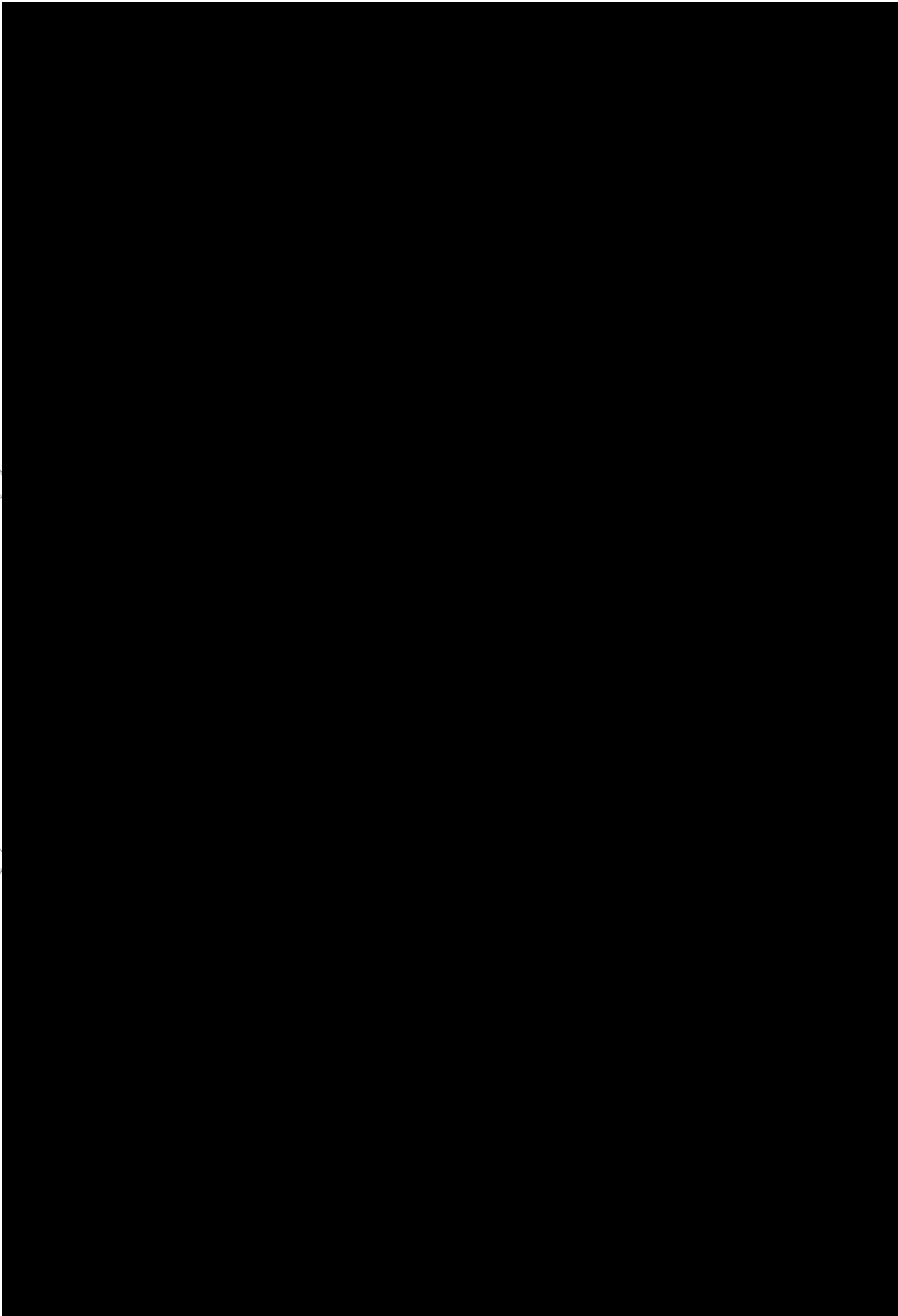
SCHEDULE E5. – THIRD PARTY AGREEMENTS

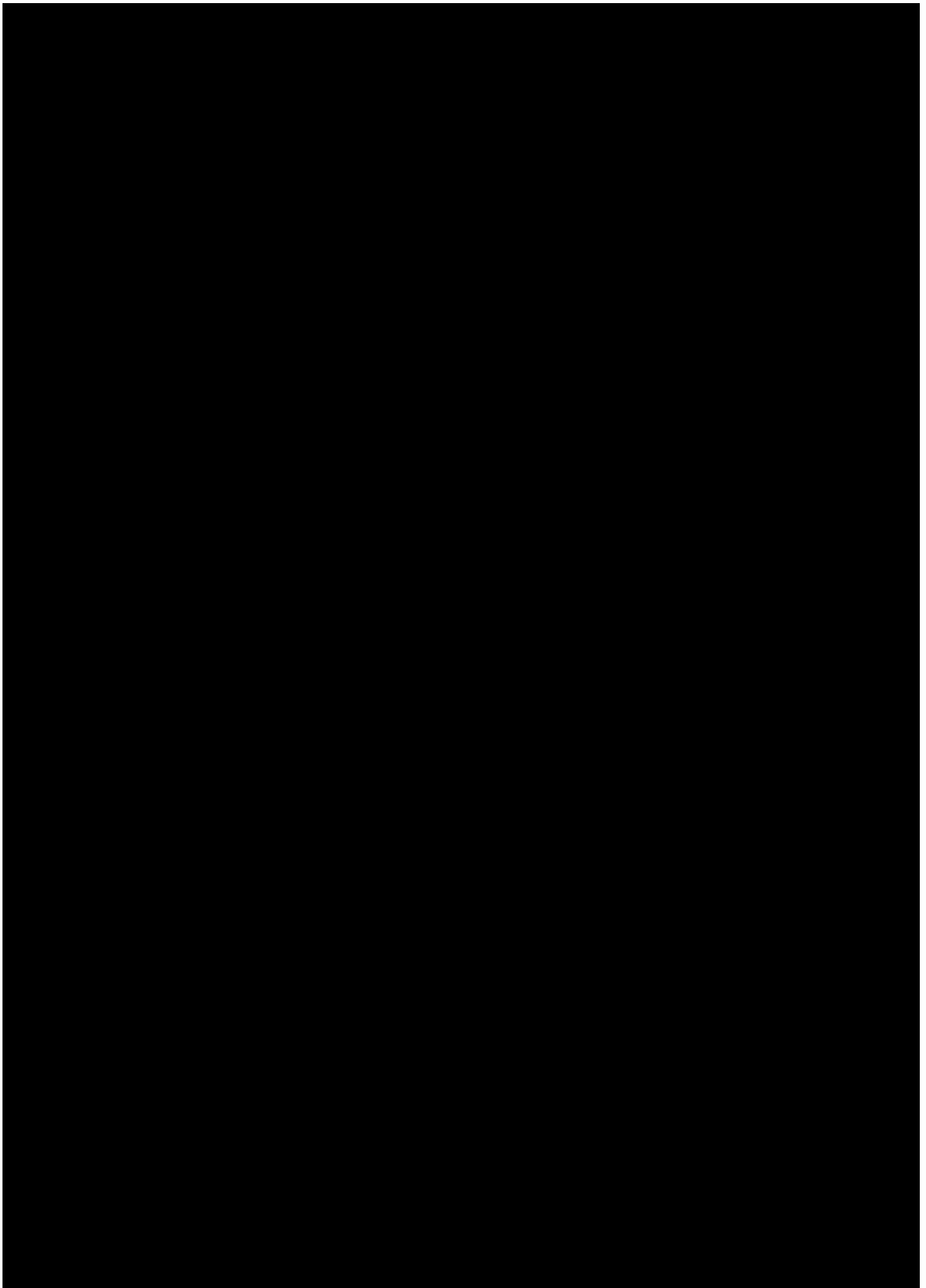
(Clauses 1.1 and 3.6)

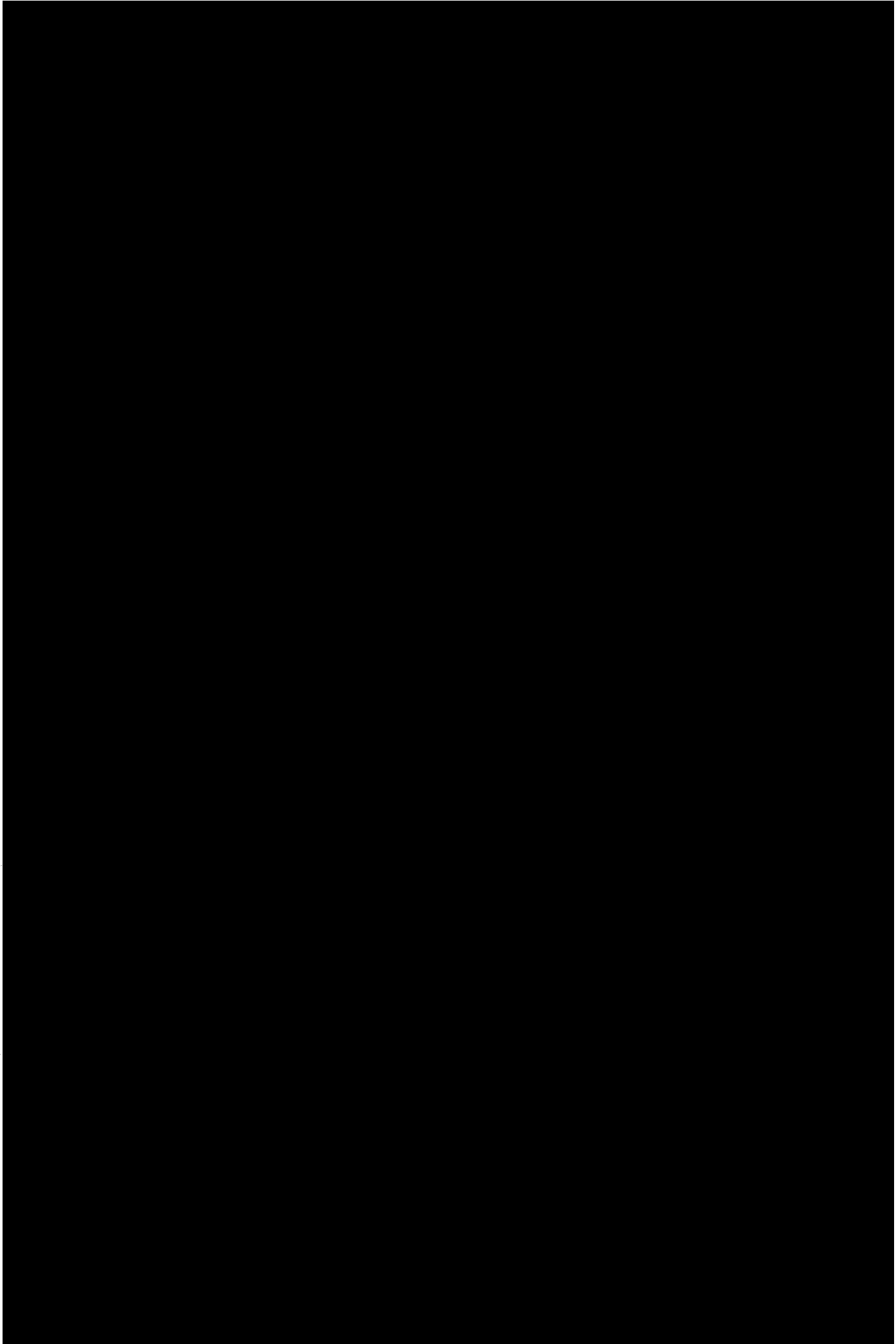
SCHEDULE E6. – NOT USED

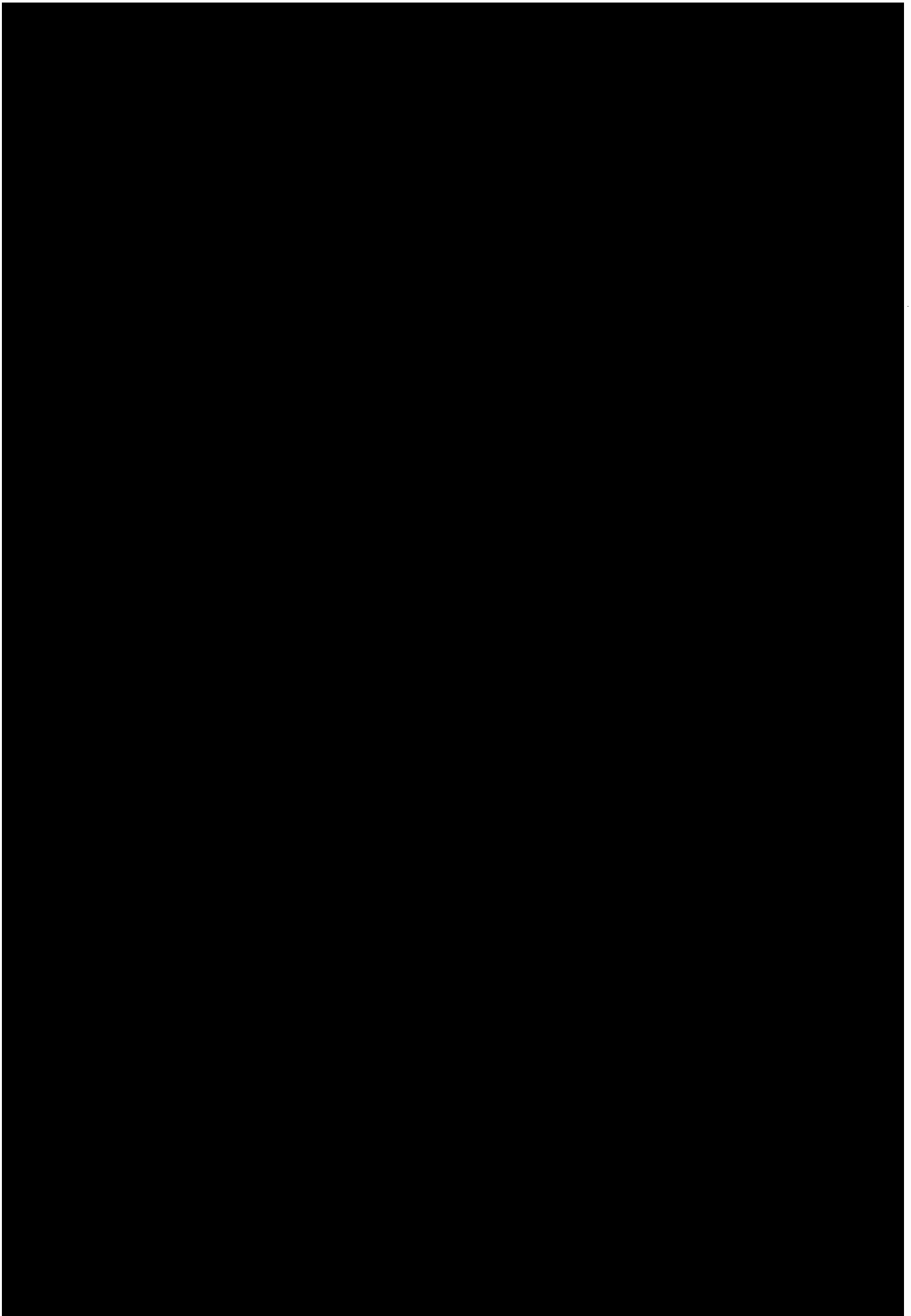


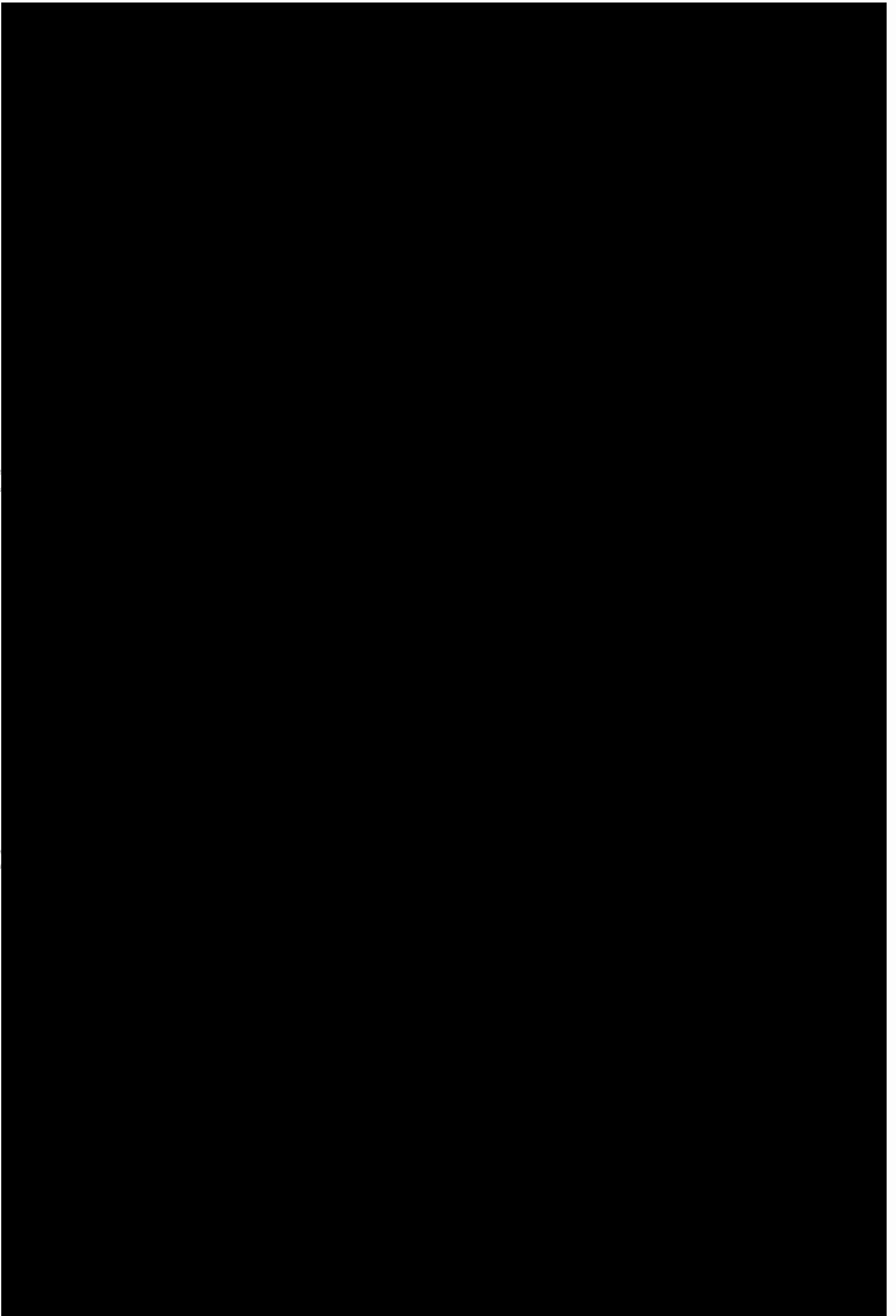


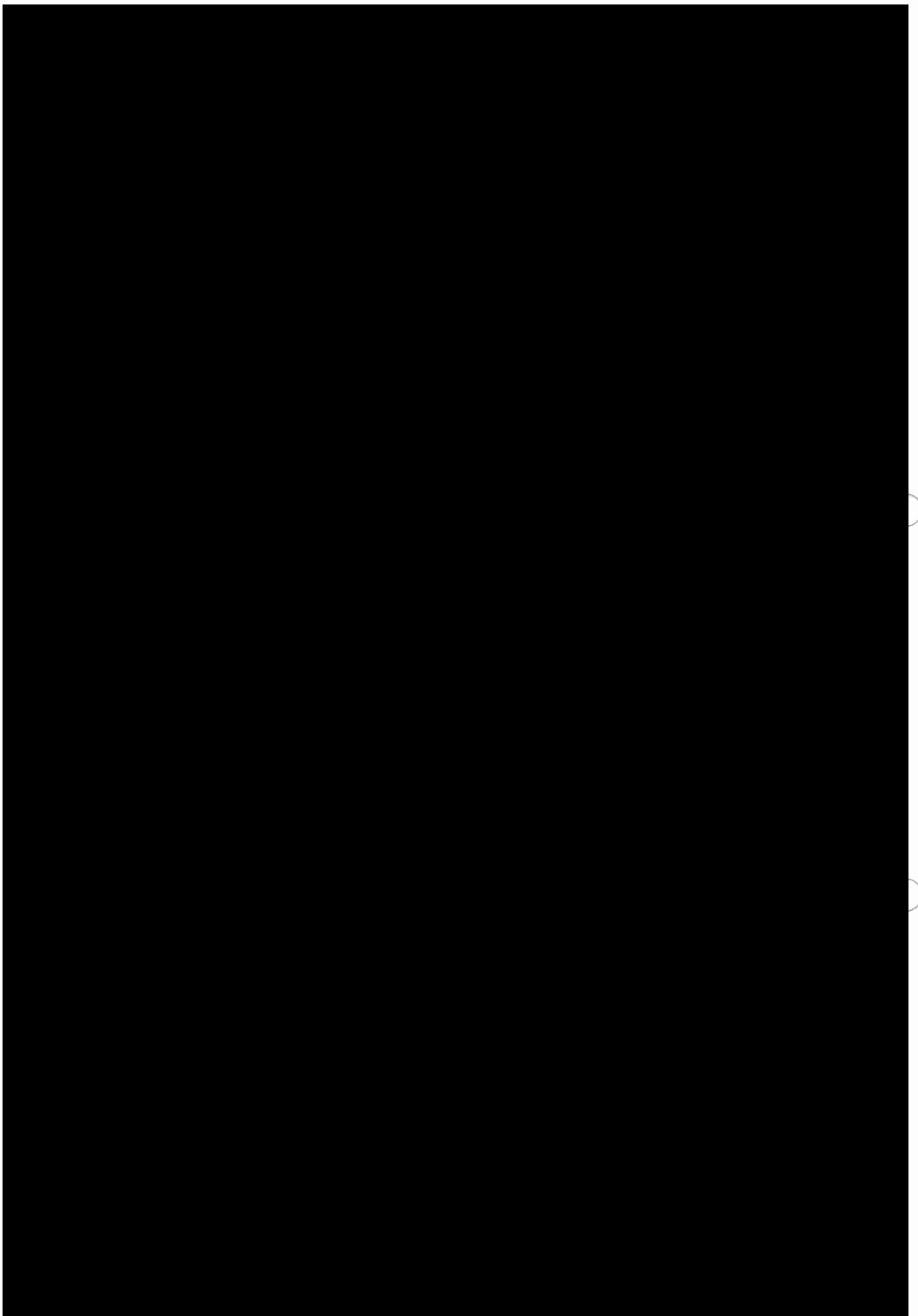


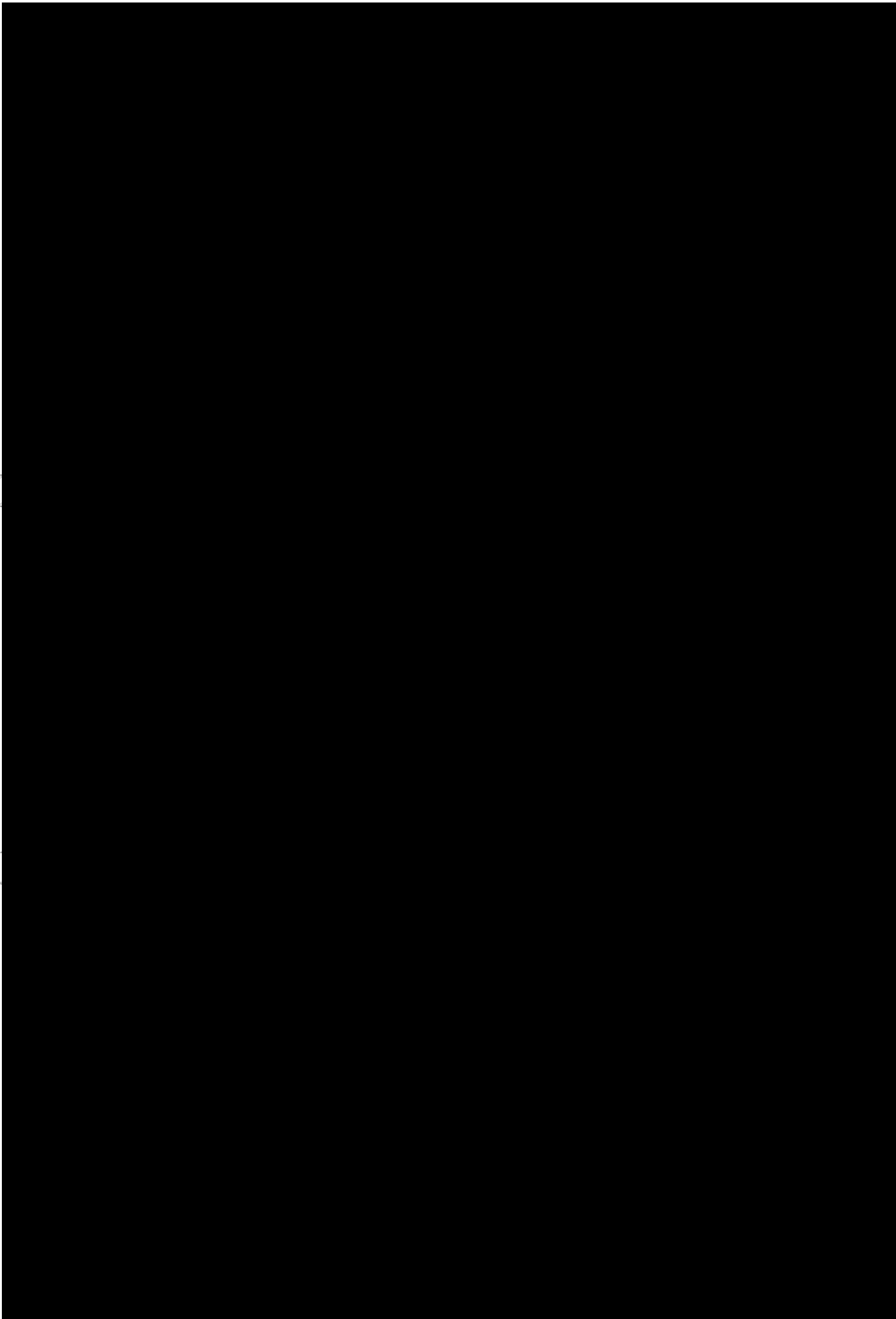


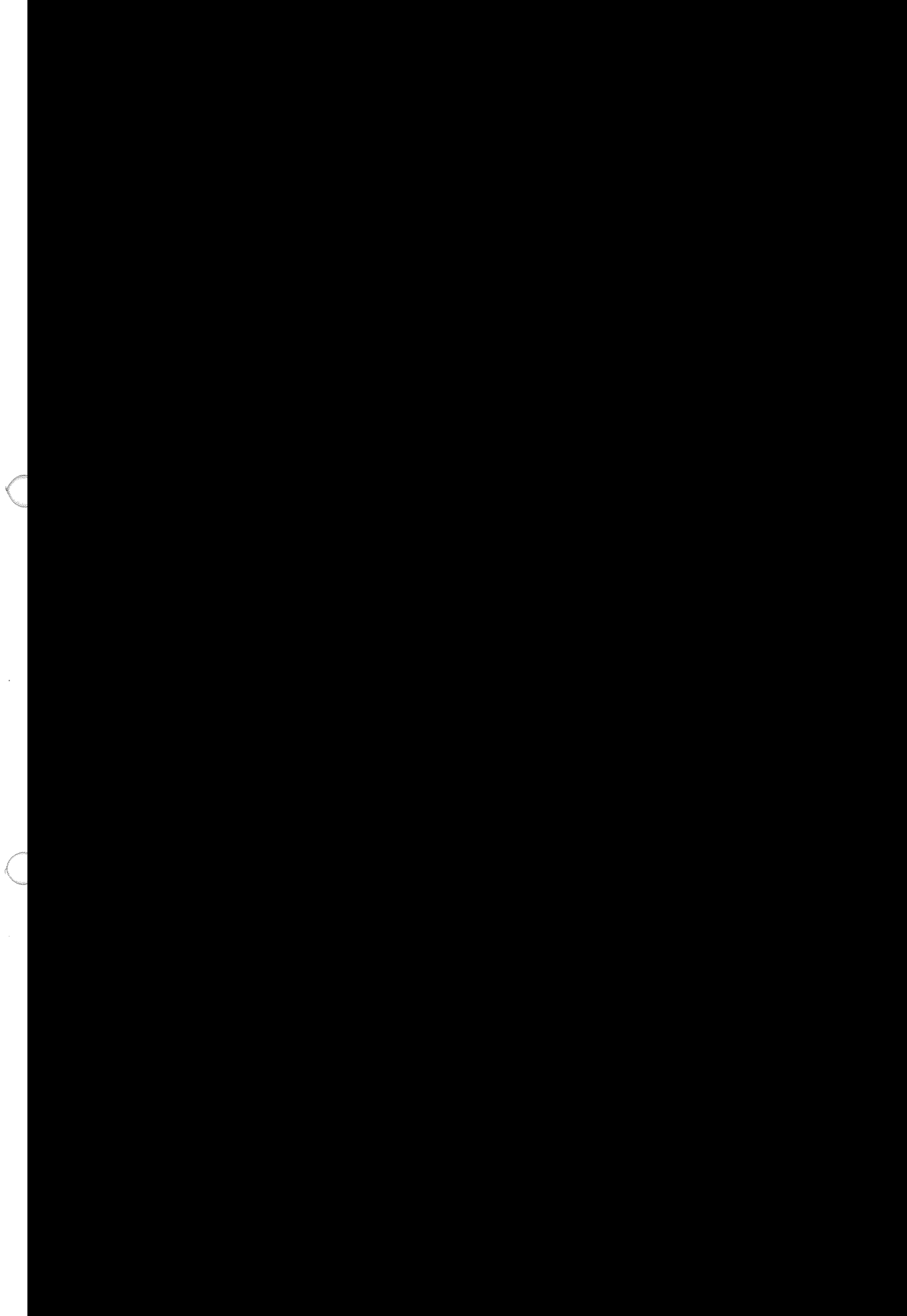


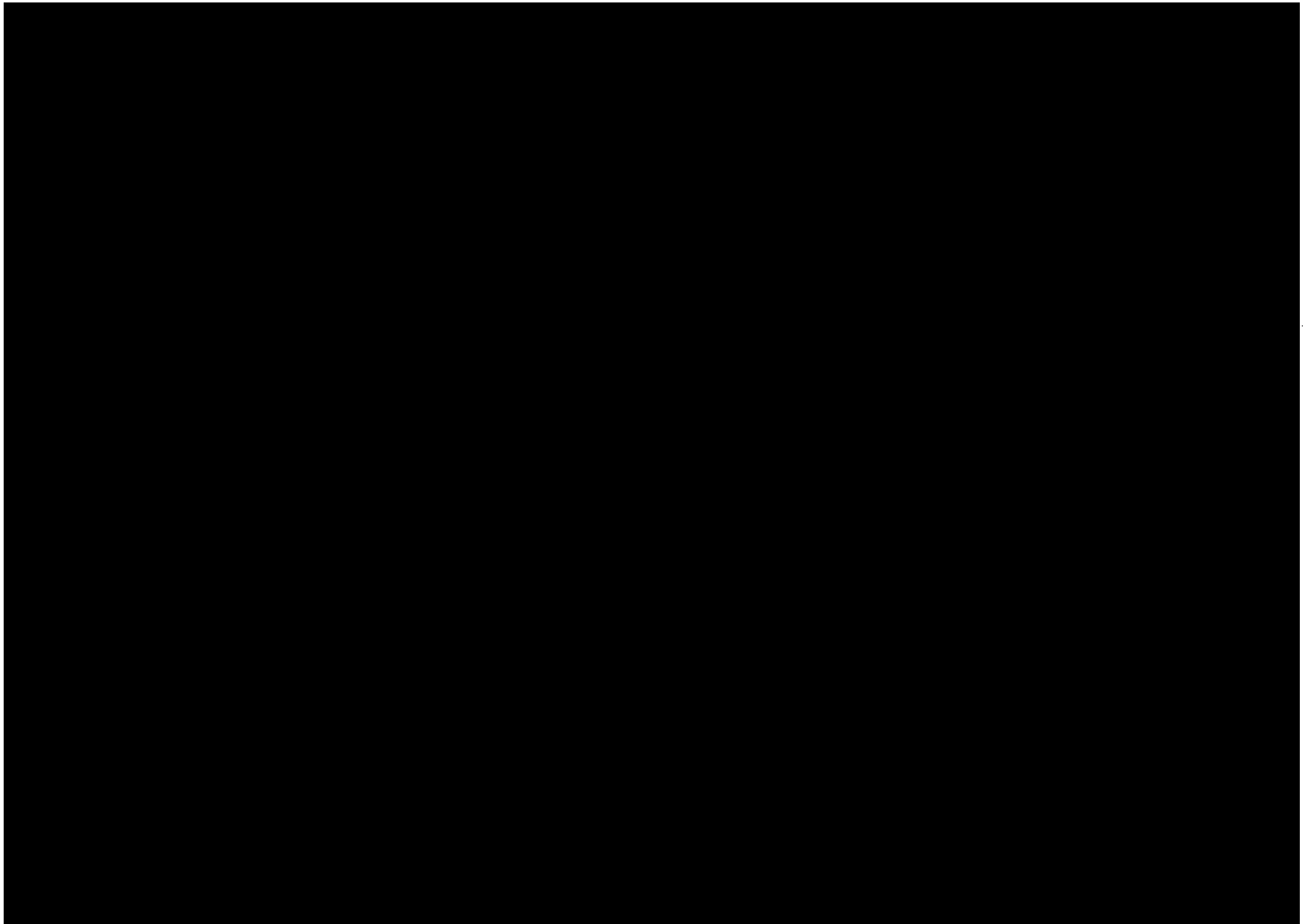


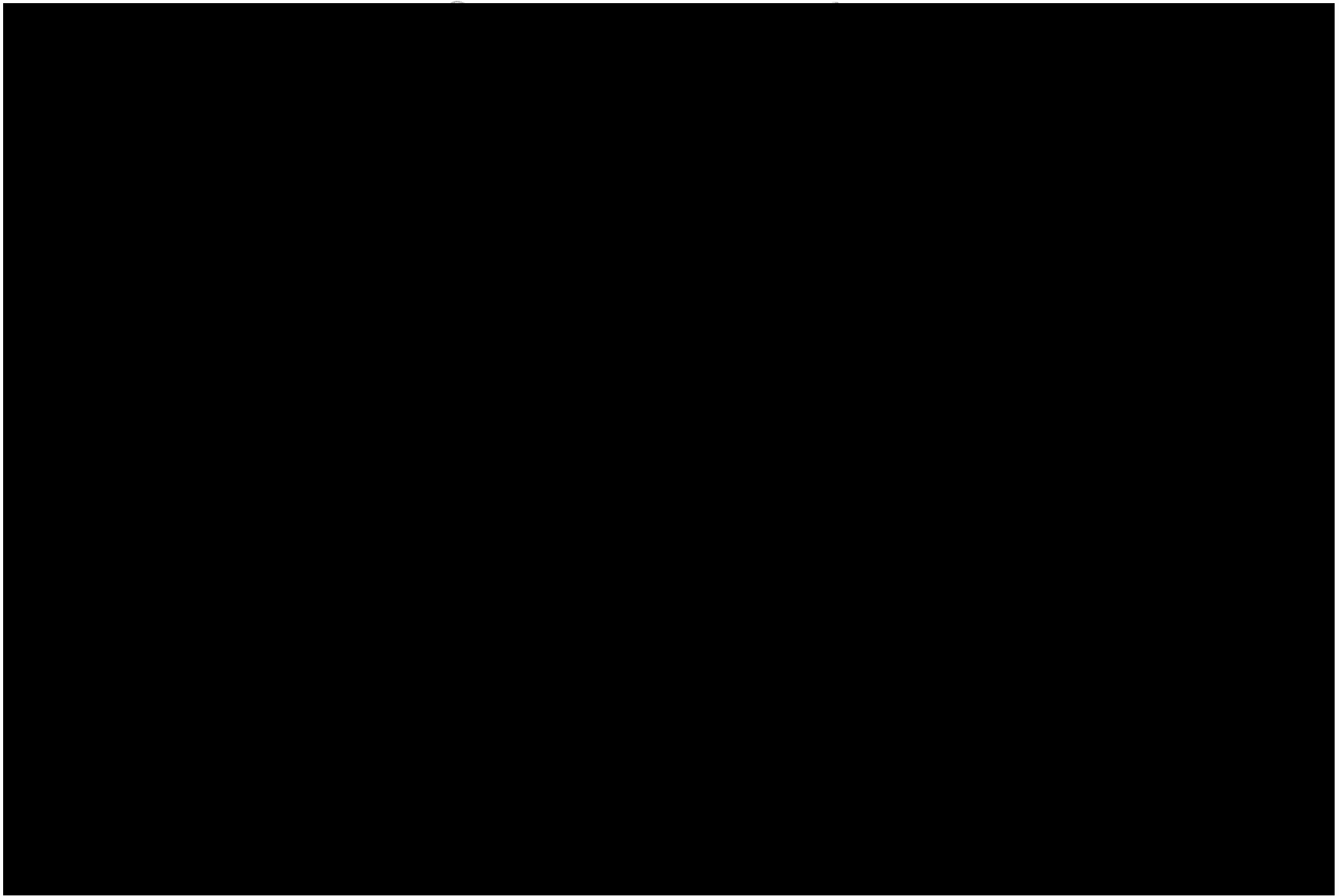


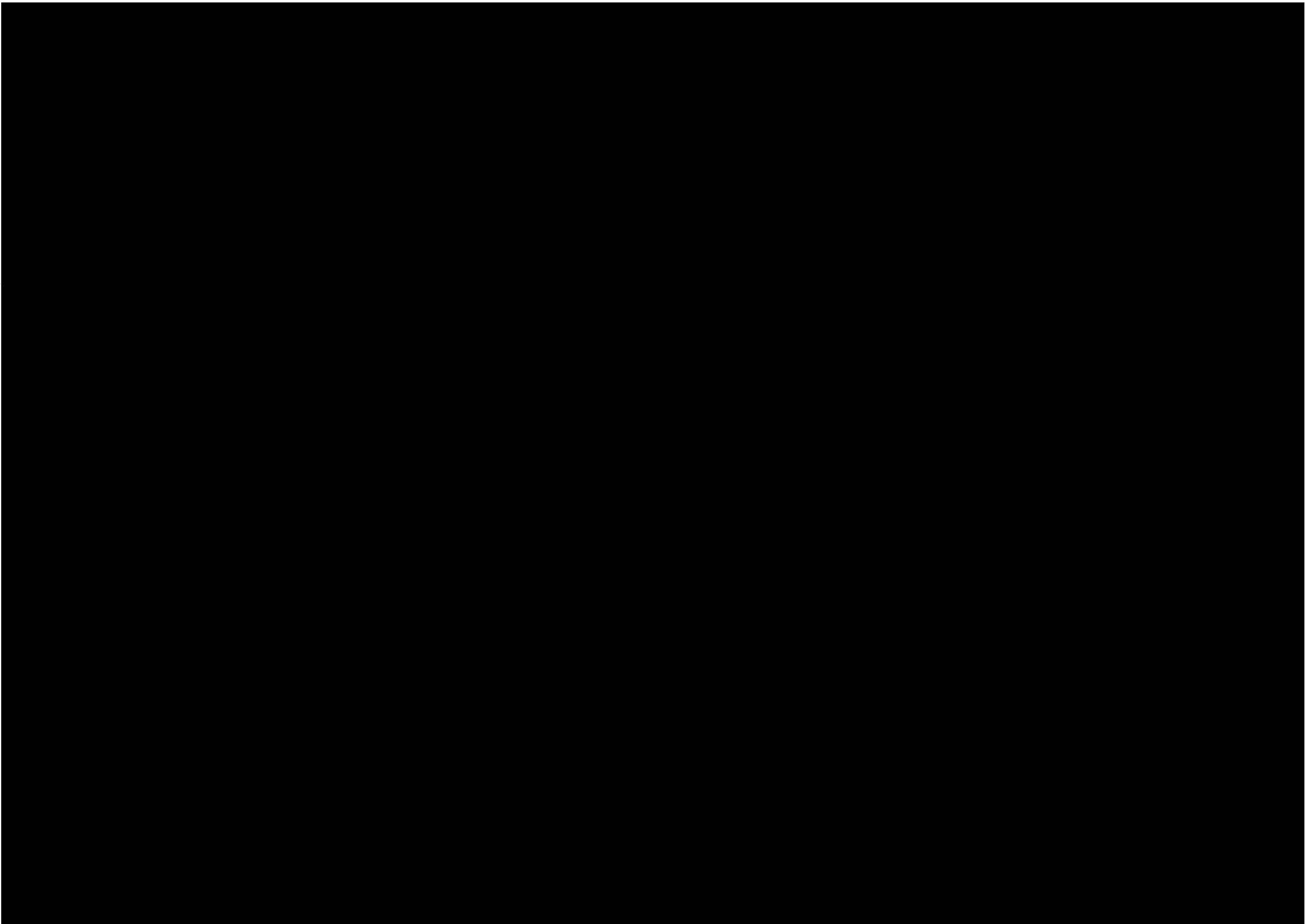


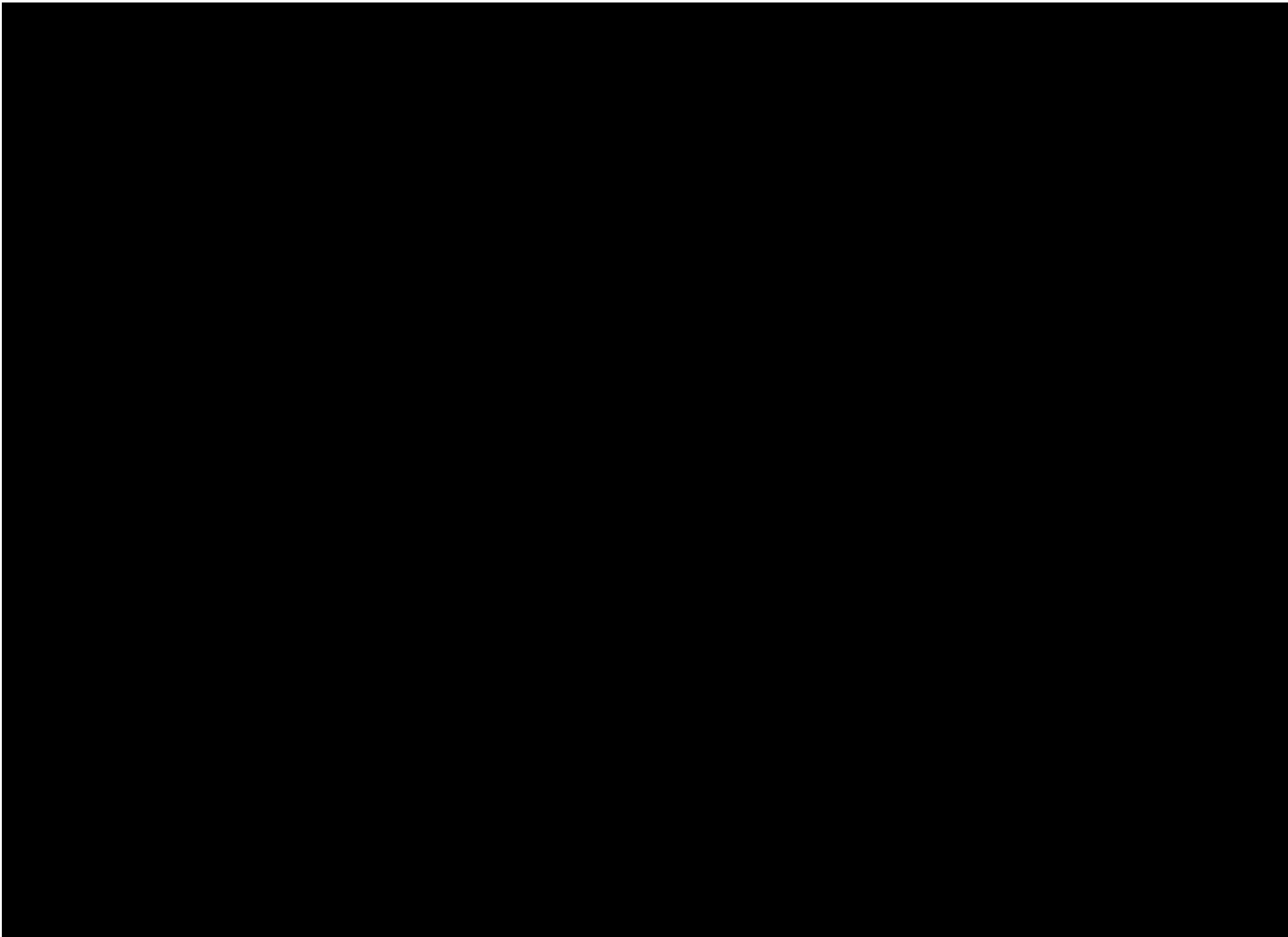


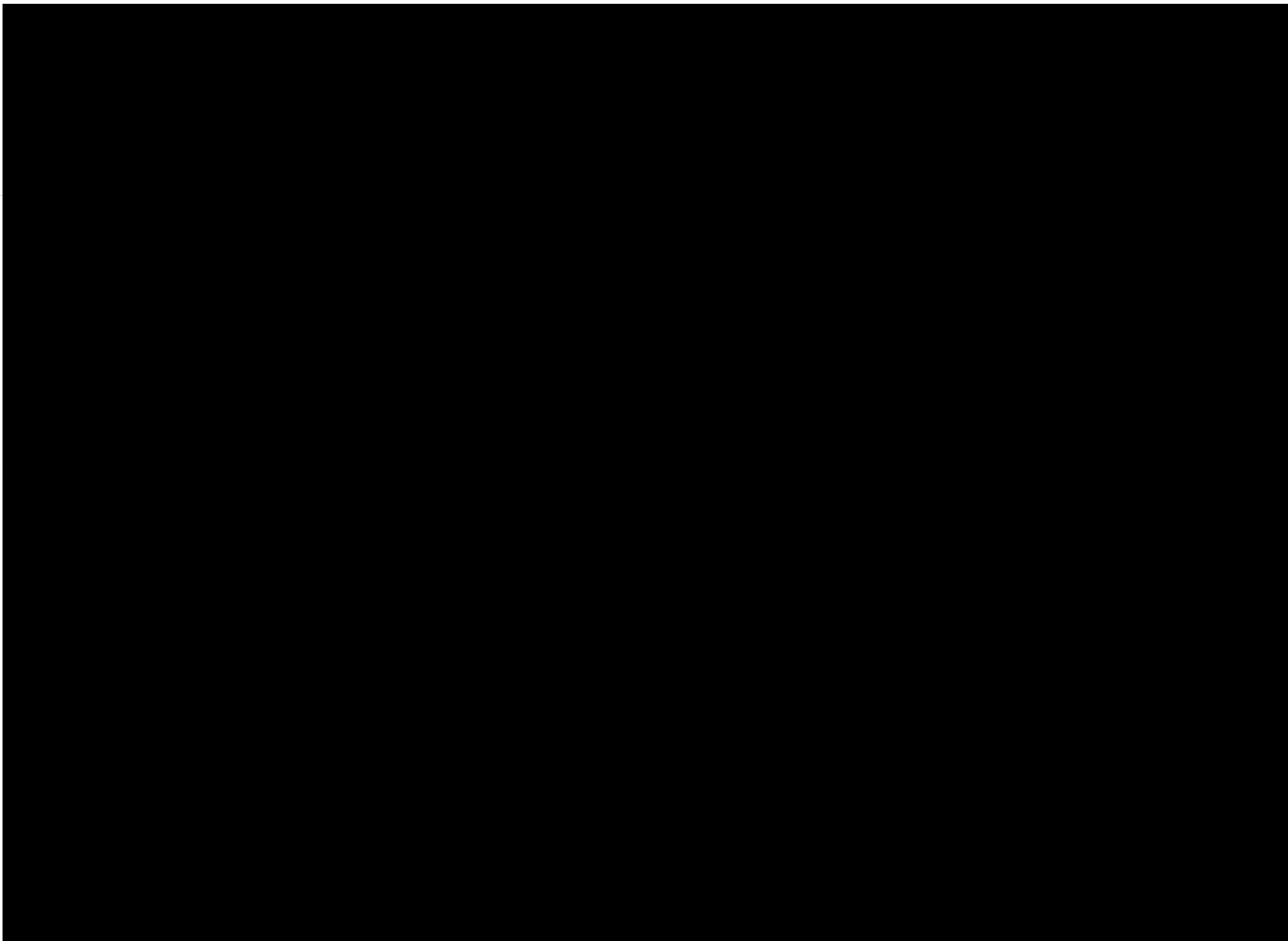


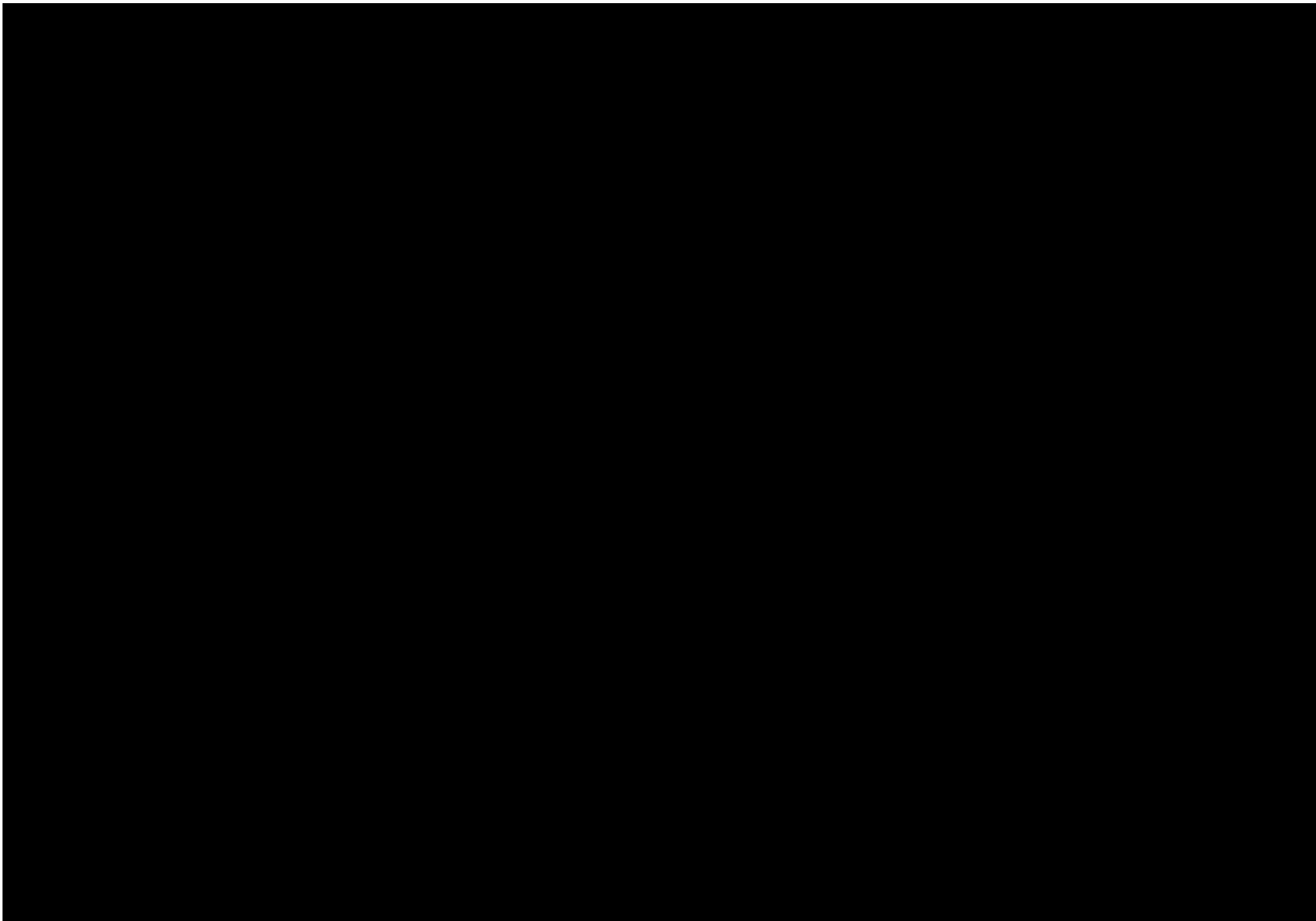


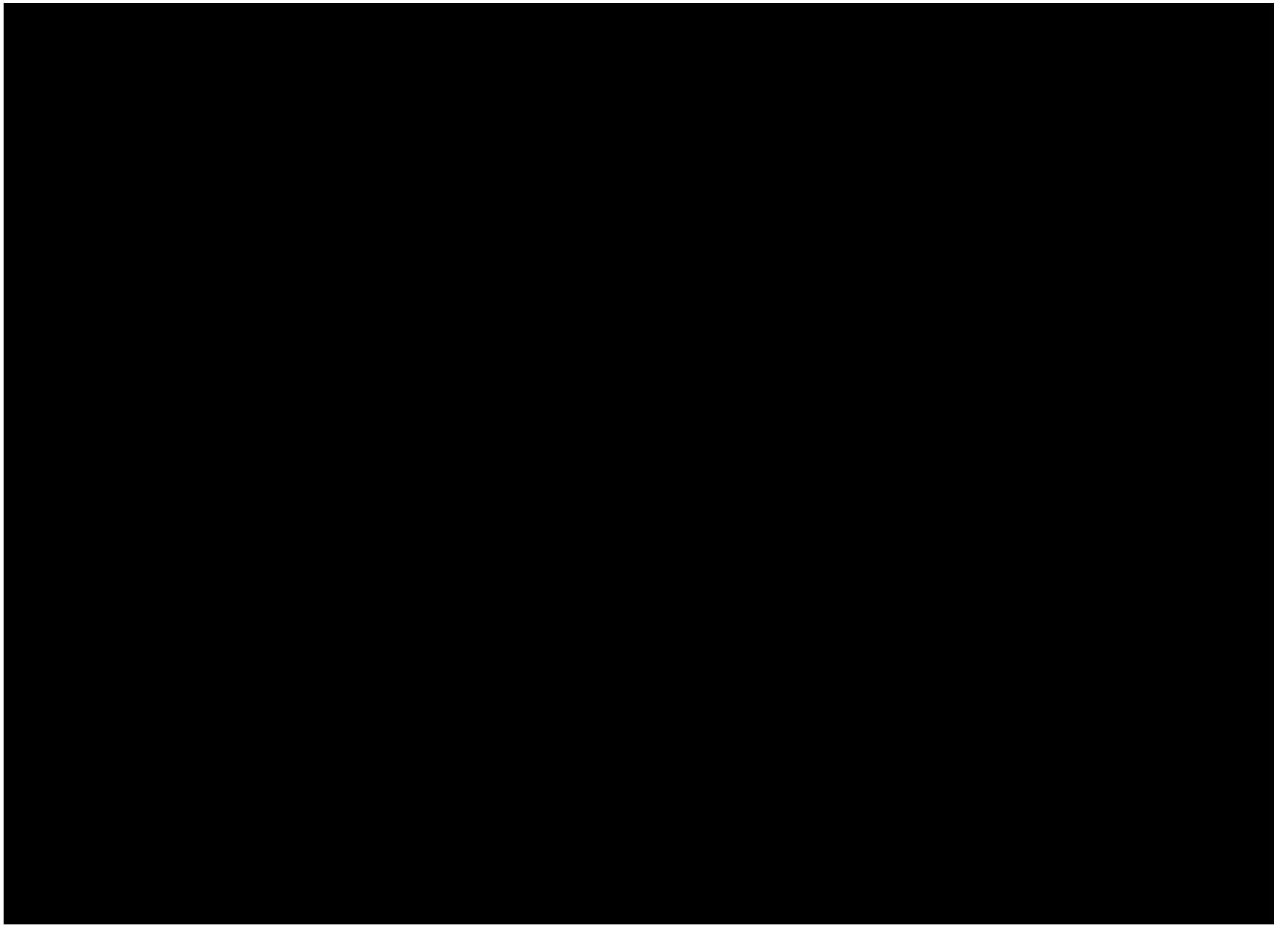


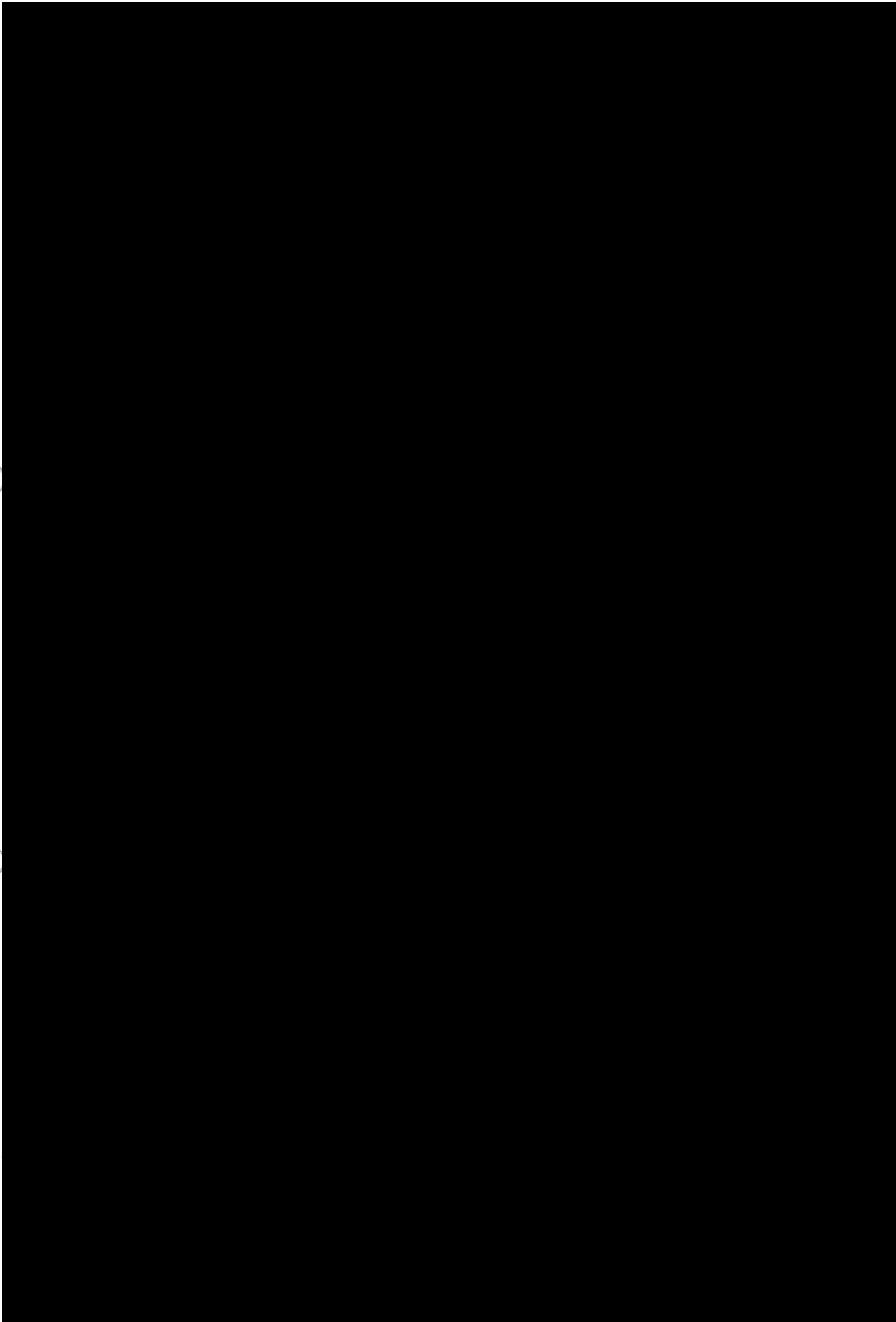


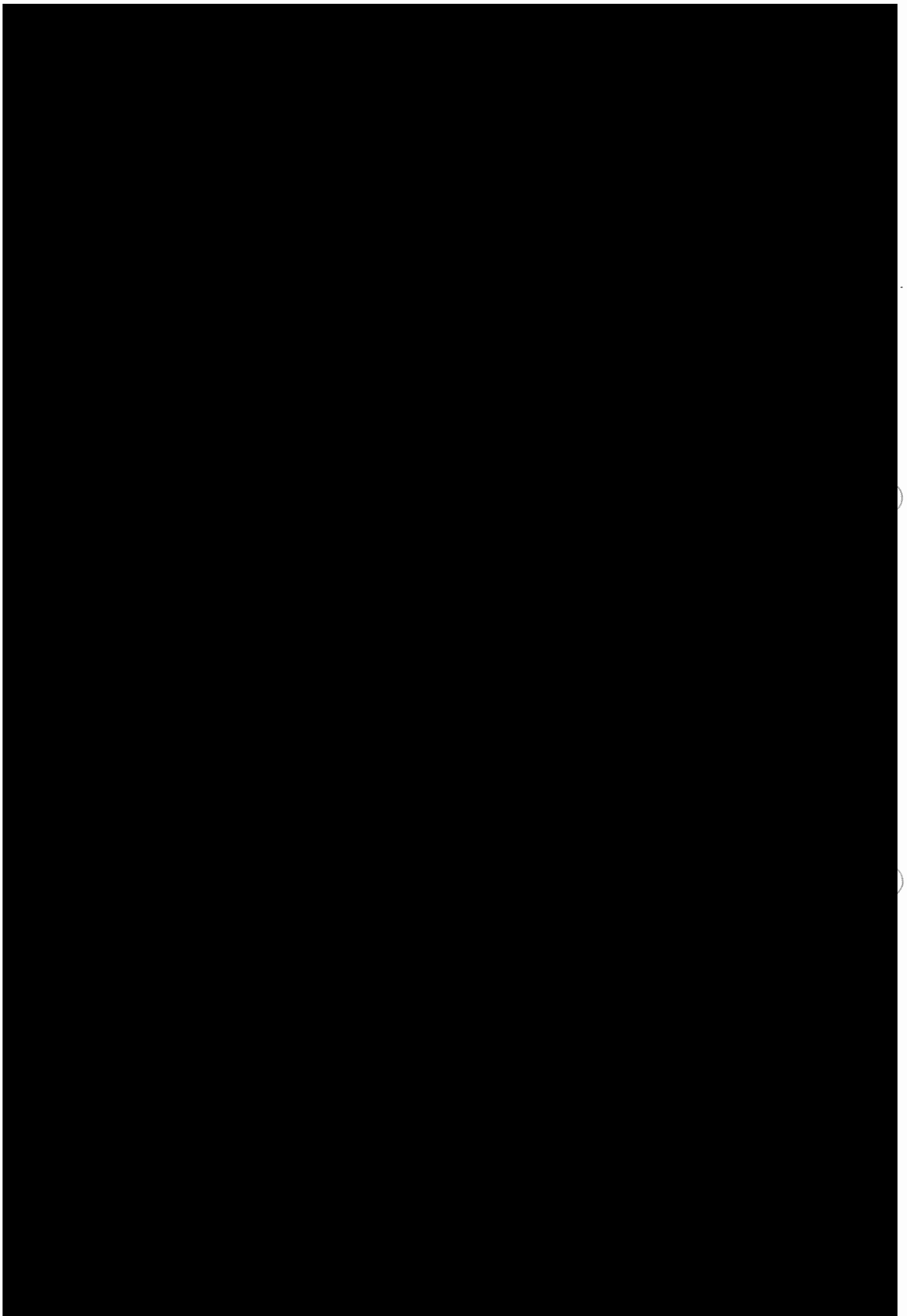




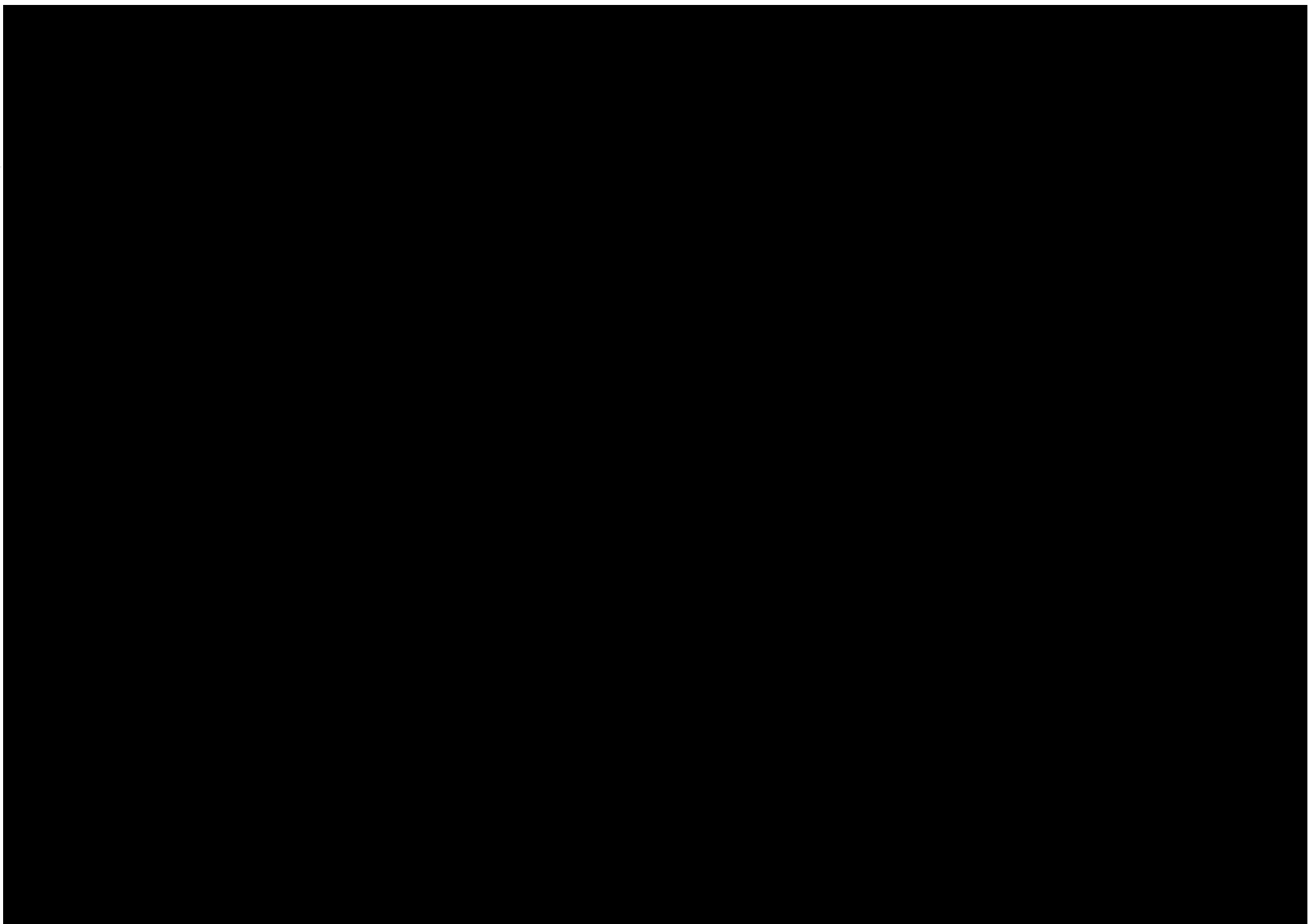


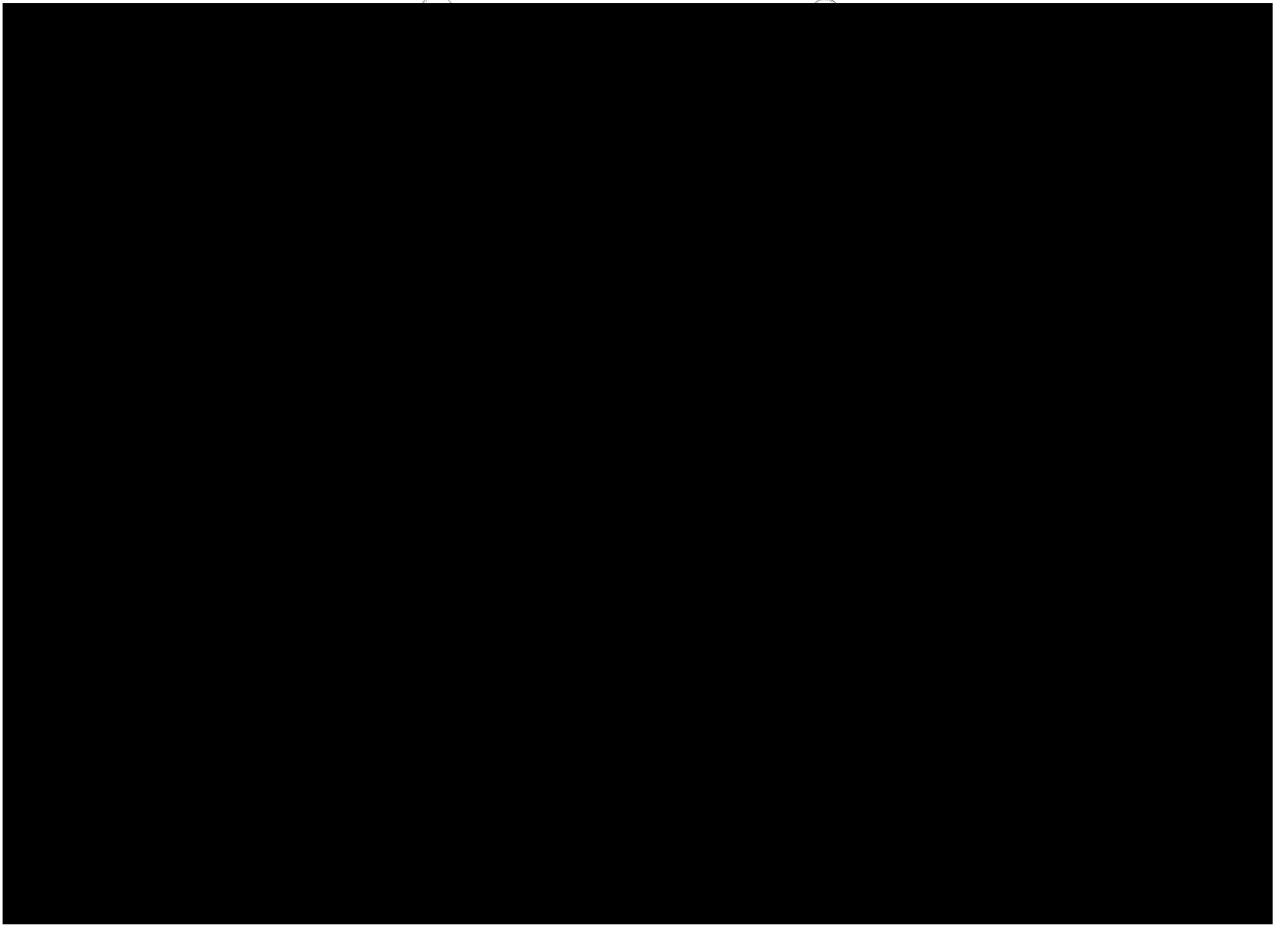


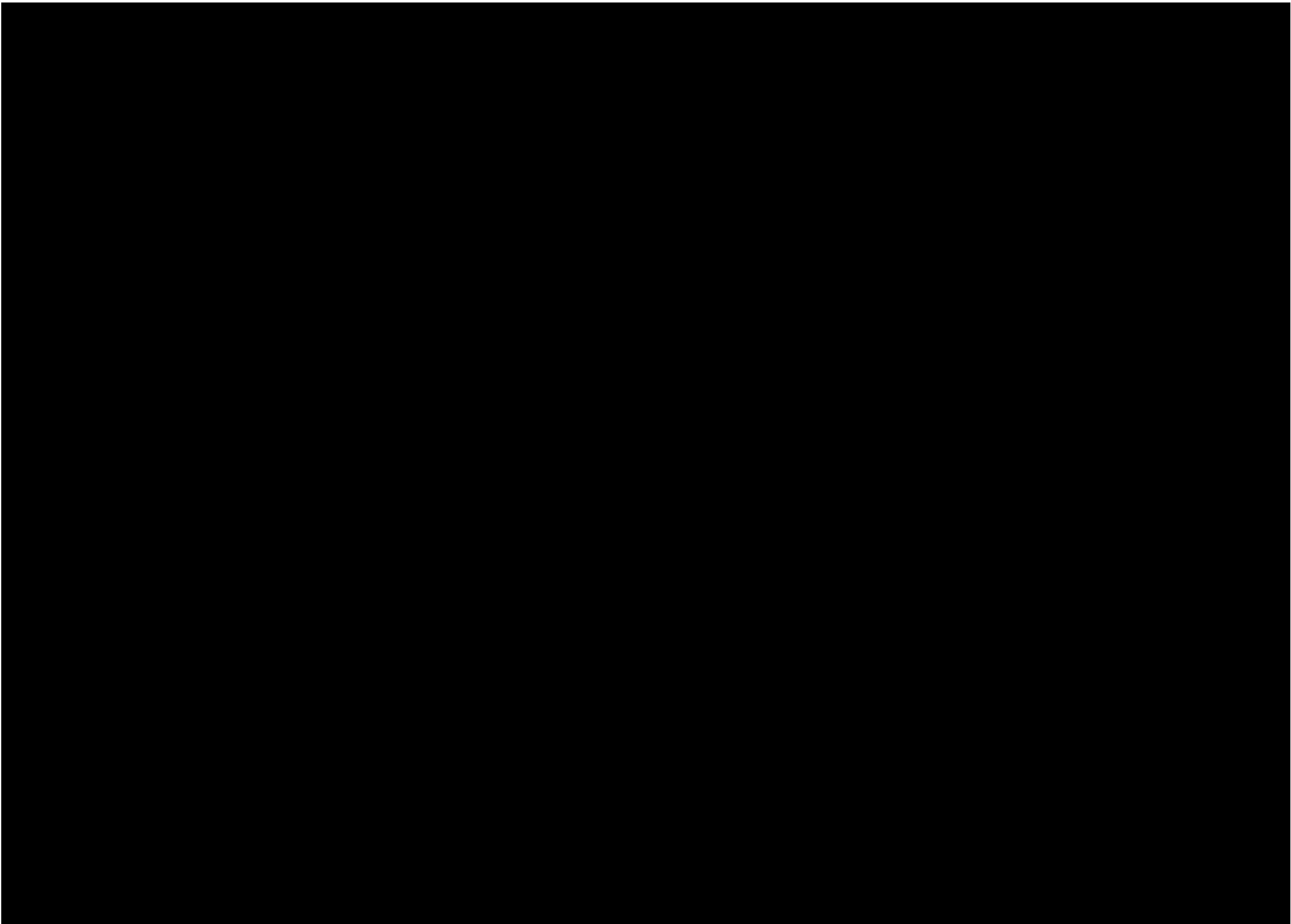


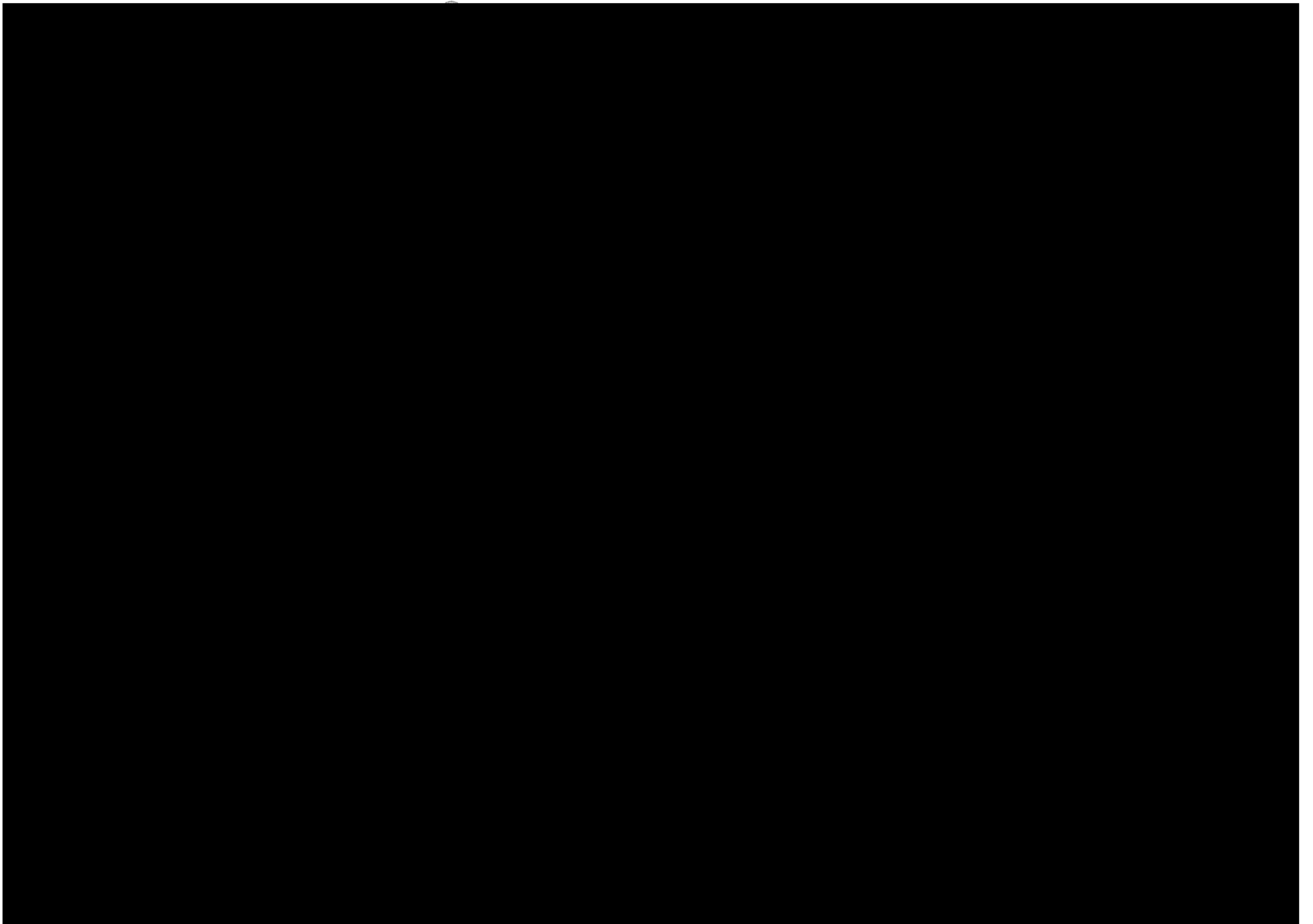


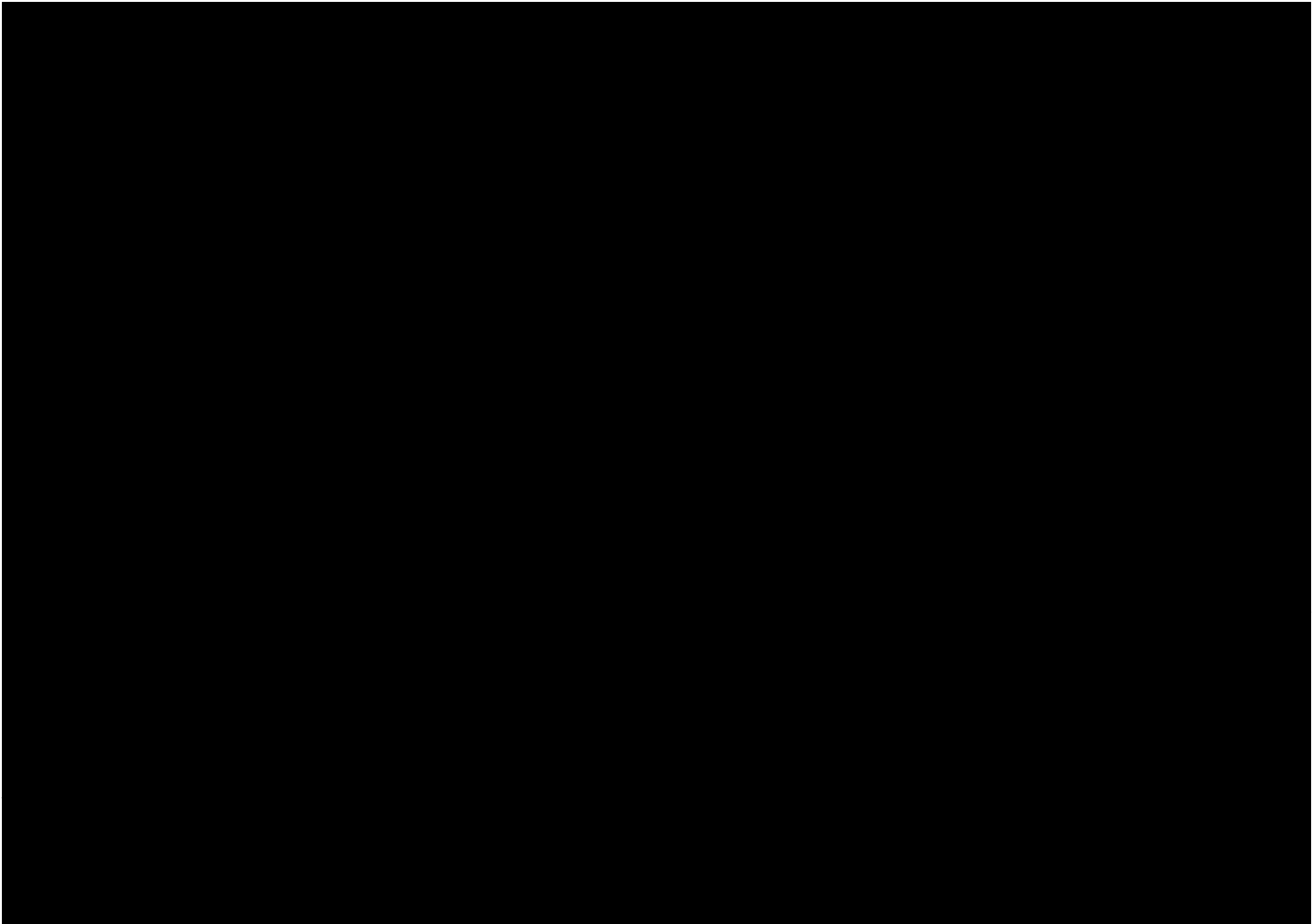


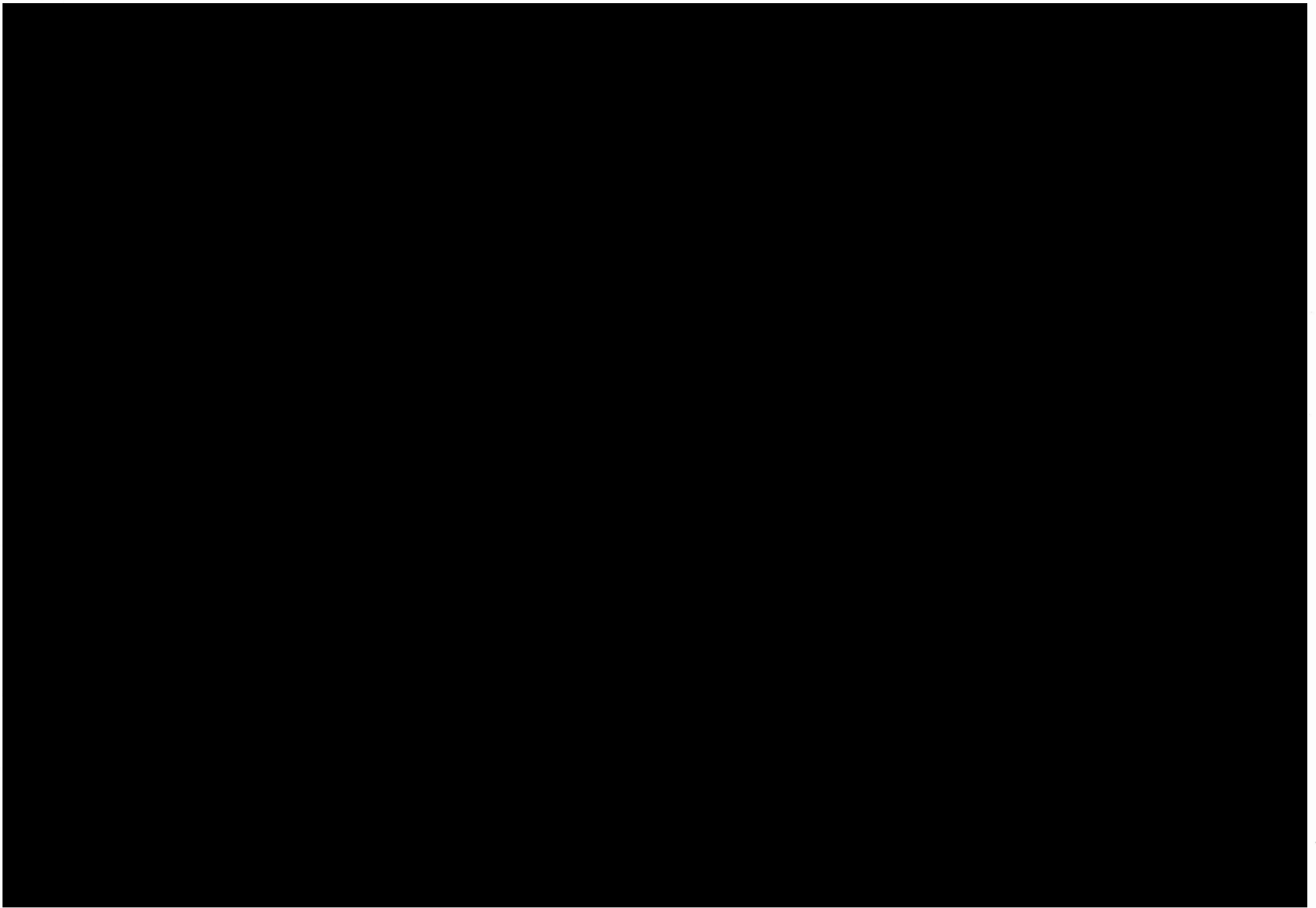


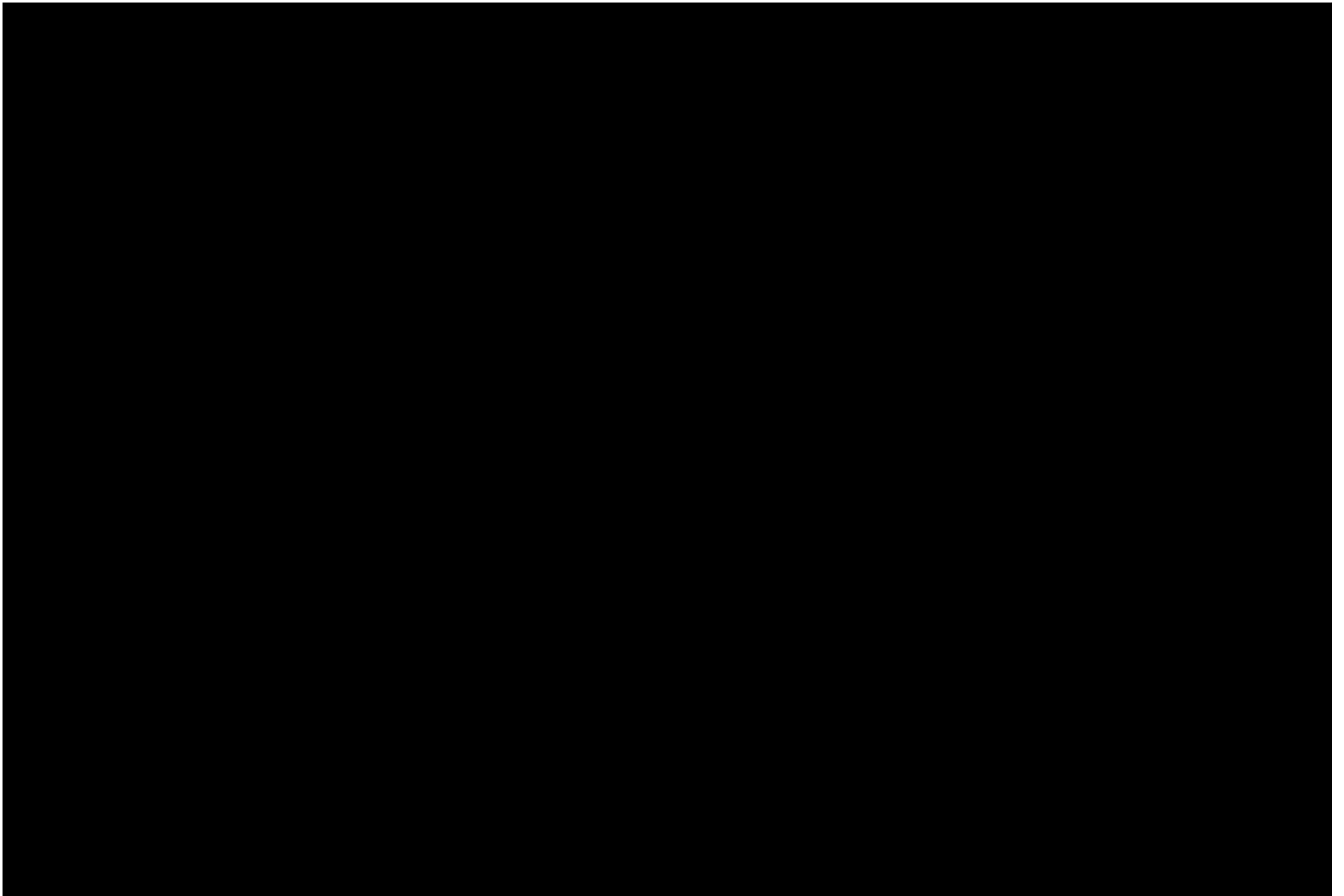


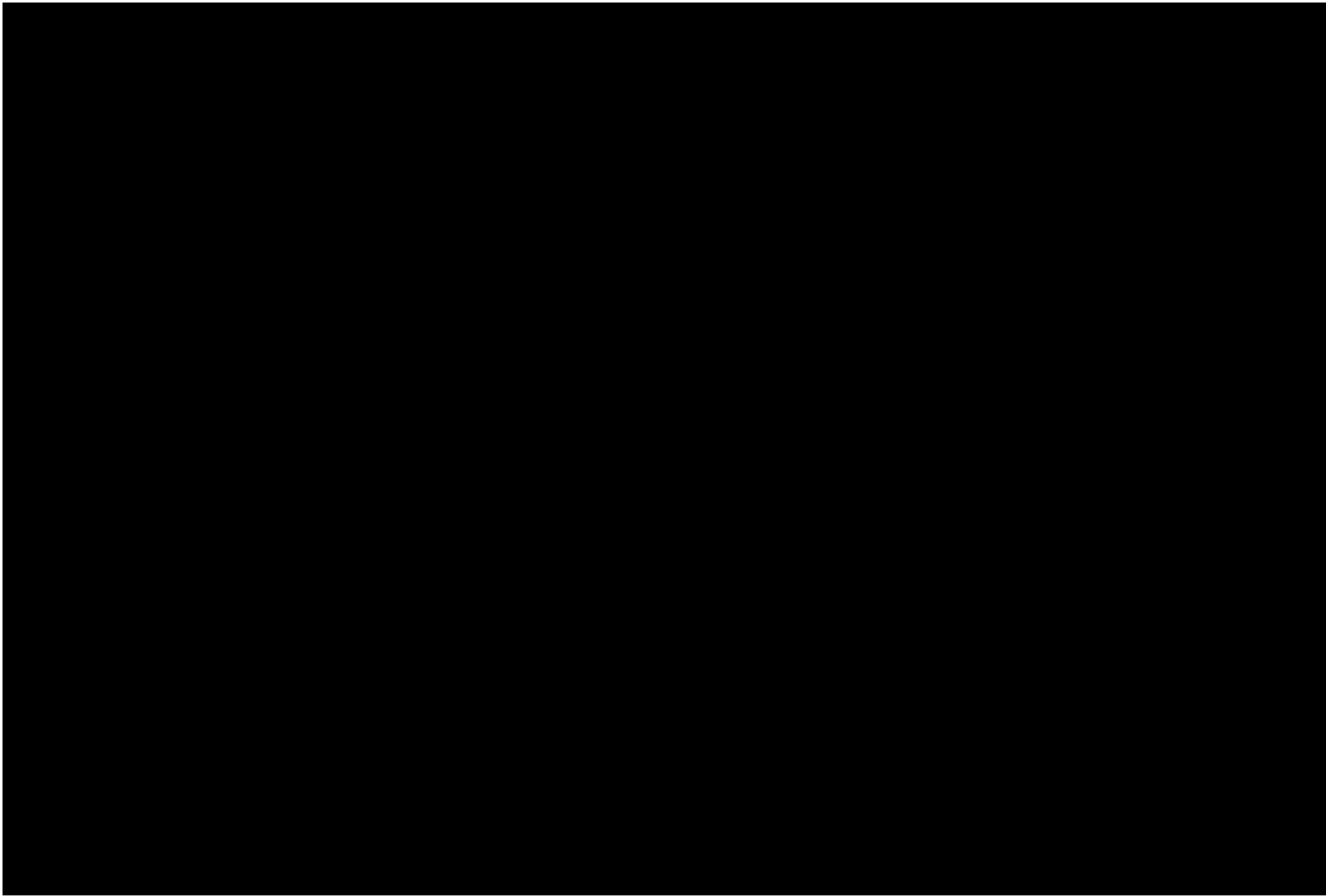


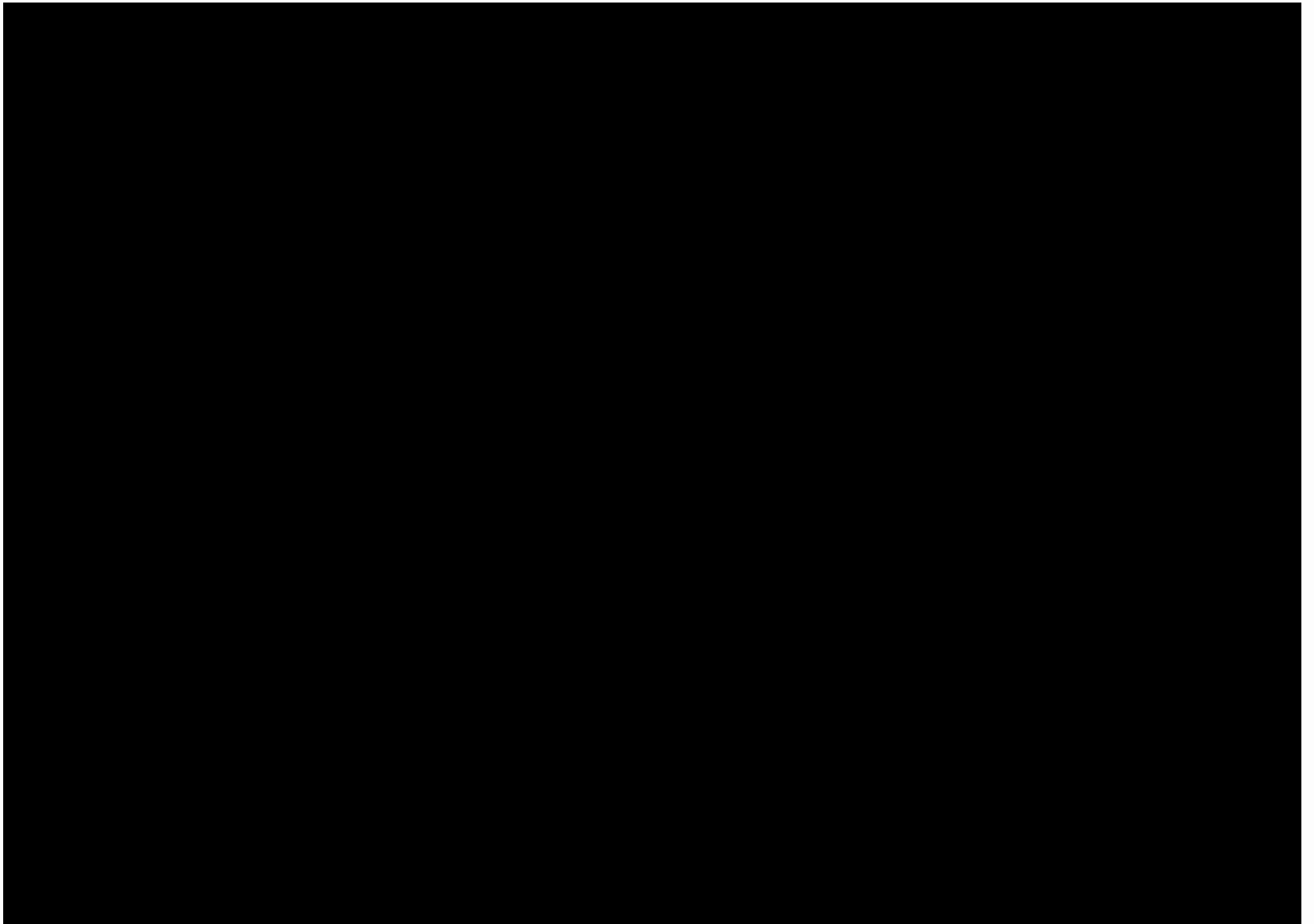


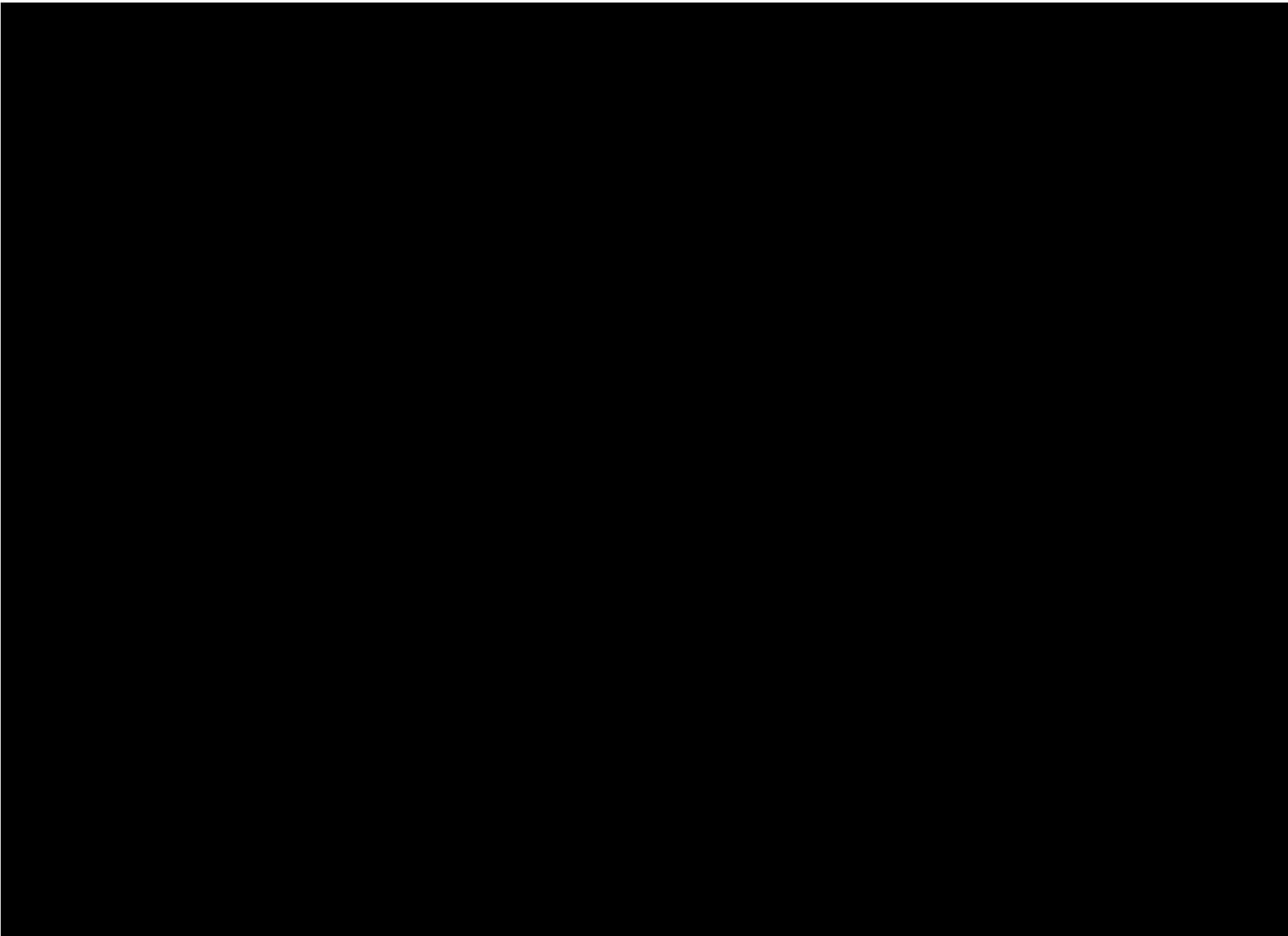


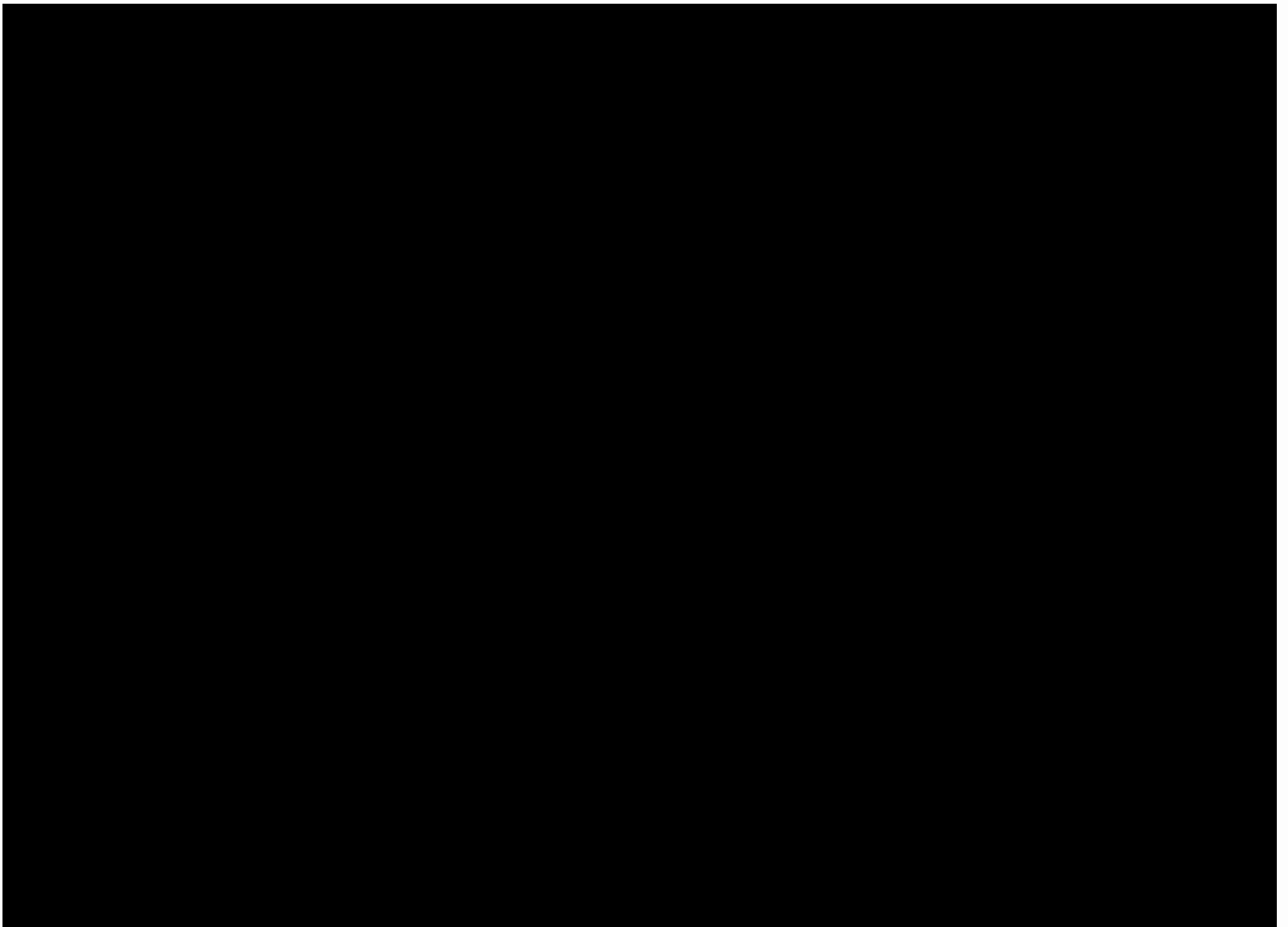


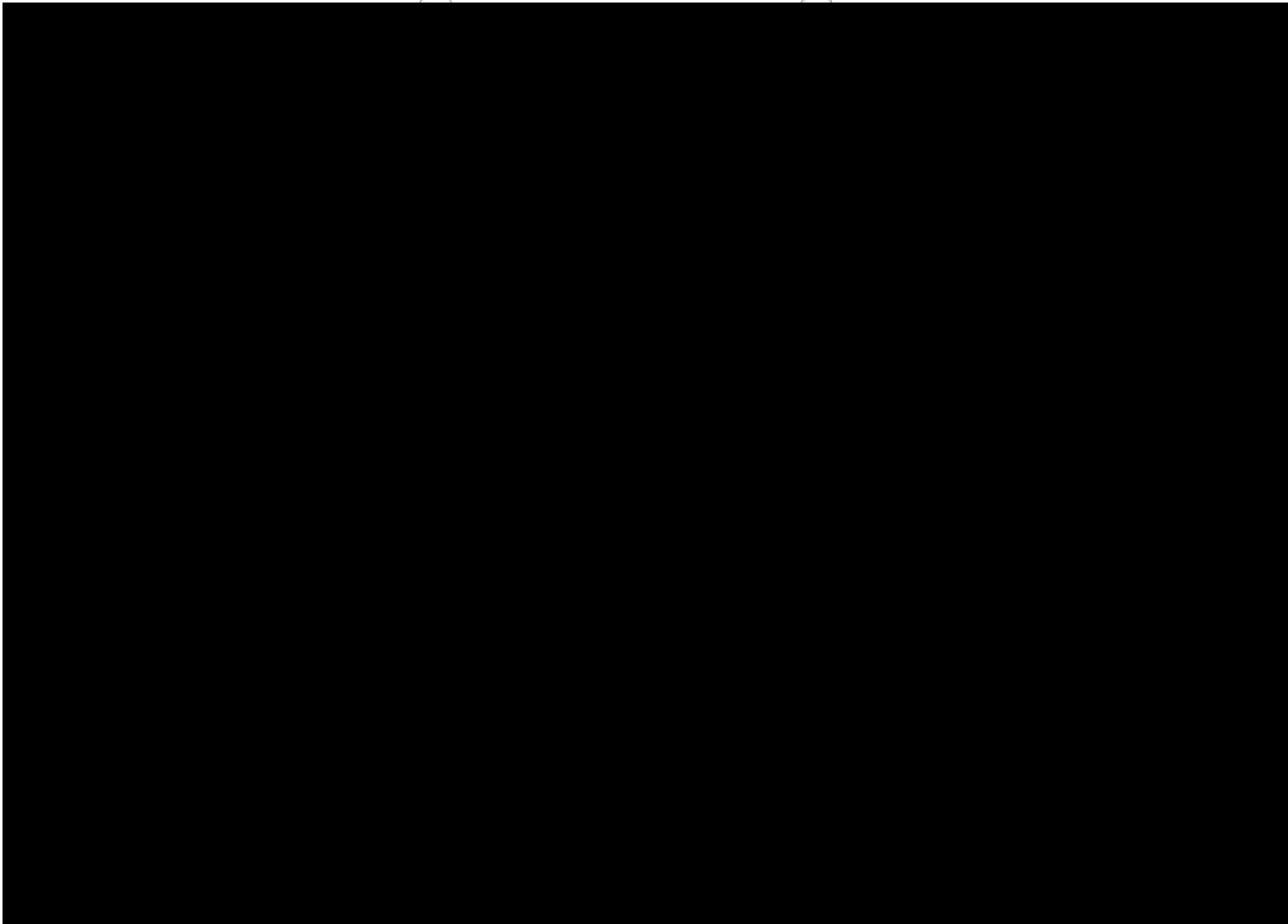


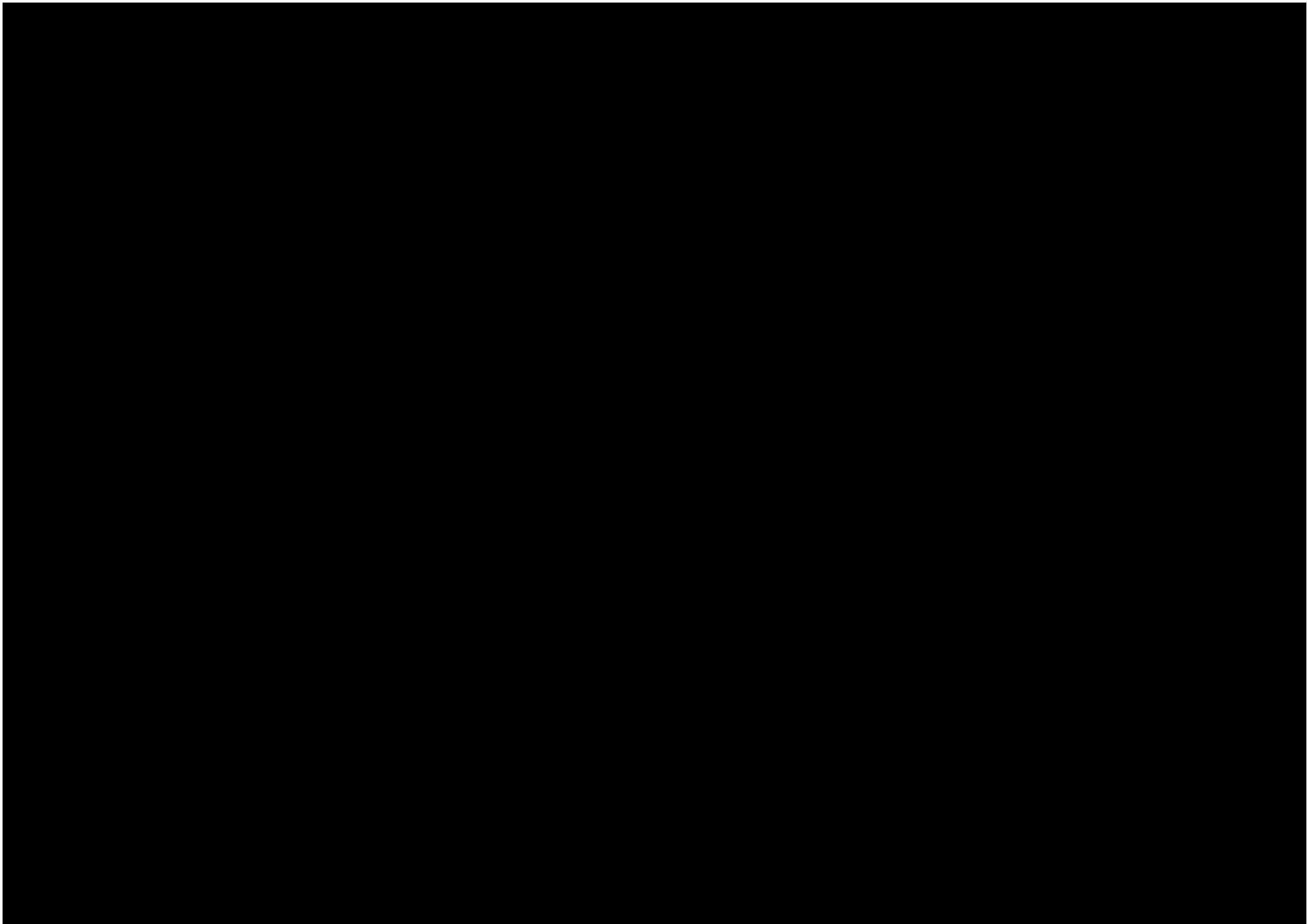












SCHEDULE F3. – FORM OF UNCONDITIONAL UNDERTAKING

(Clauses 6.2(a) and 16.6(b)(ii))

THIS DEED POLL (Undertaking) made the day of 20

IN FAVOUR OF: Transport for NSW (ABN 18 804 239 602) of Level 43, 680 George Street,
Sydney NSW 2000 (**the Principal**),

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

The SSJ Contractor: »

ABN »

Security Amount \$ »

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

Contract Title: Sydney Metro City & Southwest – Sydenham Station & Junction Works Incentivised
Target Cost Contract

Contract Number: 410

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

Undertaking

- (a) At the request of the SSJ Contractor, and in consideration of the Principal accepting this Undertaking from the Financial Institution in connection with the Contract, the Financial Institution unconditionally undertakes to pay on demand any amount or amounts demanded by the Principal to the maximum aggregate sum of the Security Amount.
- (b) The Financial Institution unconditionally agrees that, if notified in writing by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Financial Institution will pay the Principal at once, without reference to the SSJ Contractor and despite any notice from the SSJ Contractor not to pay.
- (c) The Principal must not assign this Undertaking without the prior written agreement of the Financial Institution, which must not be unreasonably withheld.
- (d) This Undertaking continues until one of the following occurs:
 - (i) the Principal notifies the Financial Institution in writing that the Security Amount is no longer required;
 - (ii) this Undertaking is returned to the Financial Institution; or
 - (iii) the Financial Institution pays the Principal the whole of the Security Amount, or as much as the Principal may require overall.
- (e) At any time, without being required to, the Financial Institution may pay the Principal the Security Amount less any amounts previously paid under this Undertaking, and the liability of the Financial Institution will then immediately end.
- (f) This Undertaking is governed by the laws of the State of New South Wales.

EXECUTED as a deed poll.

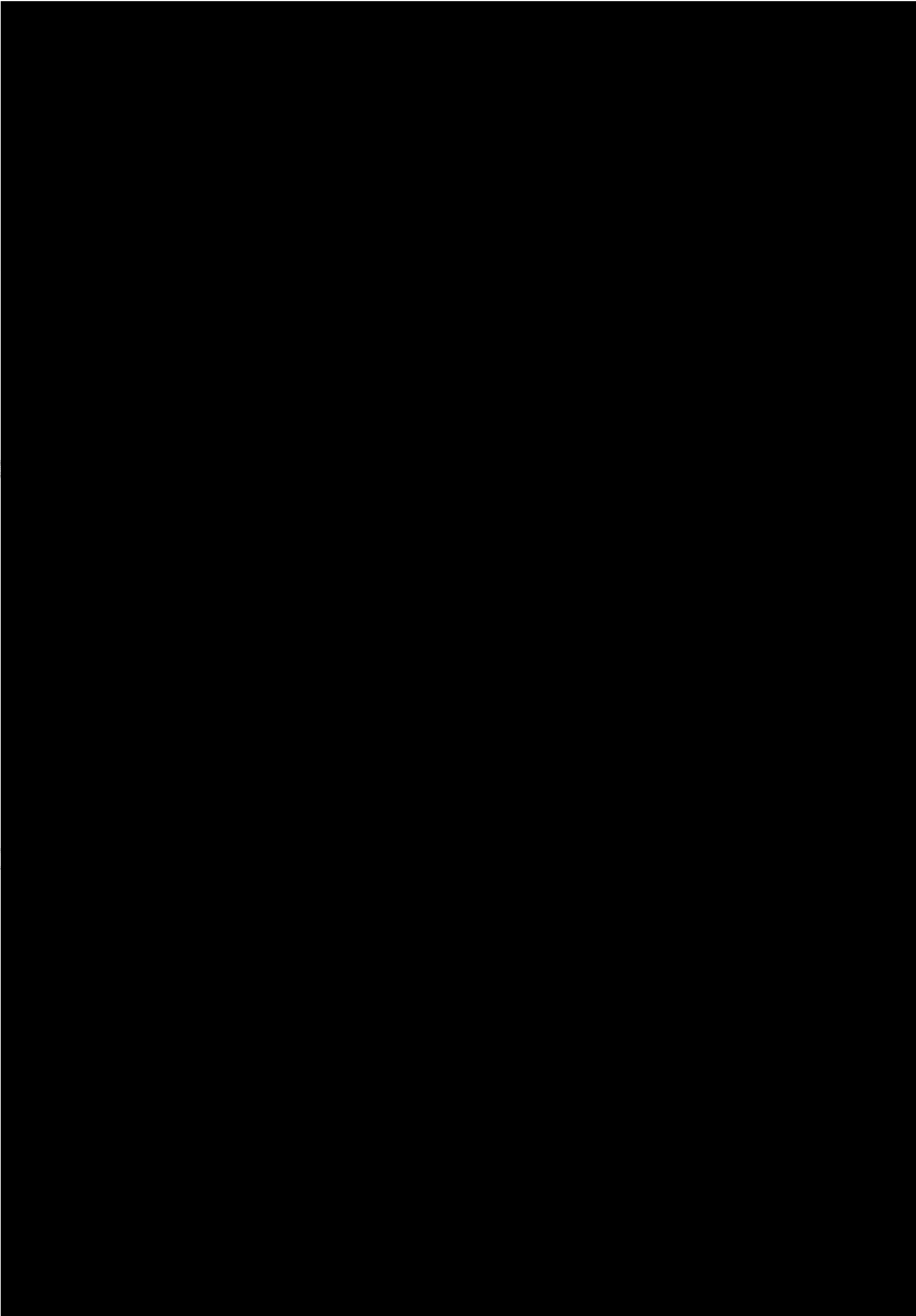
Signed sealed and delivered for and on behalf of ***[insert name of Financial Institution]*** by its Attorney under a Power of Attorney dated _____, and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:

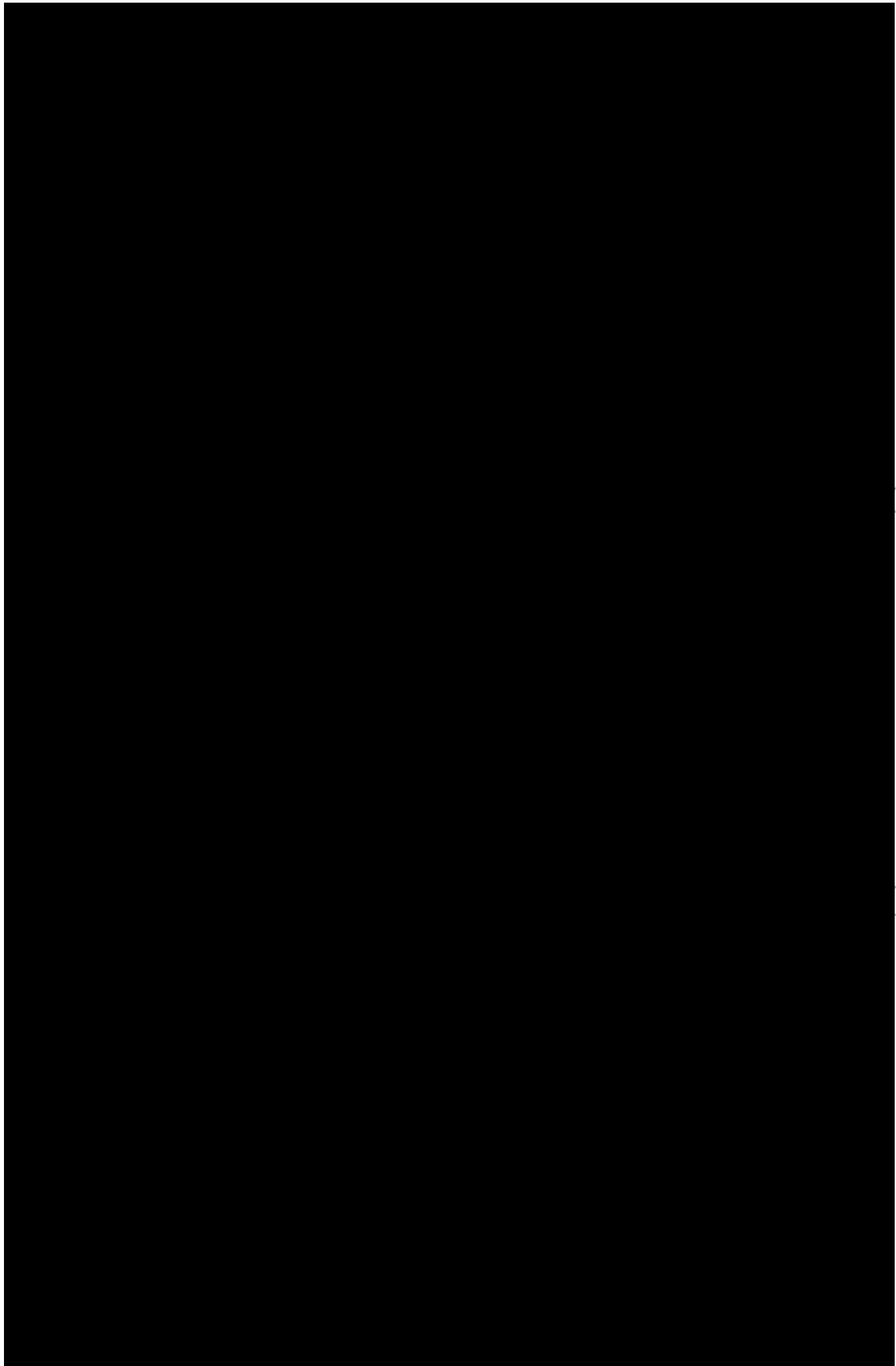
Signature of Witness

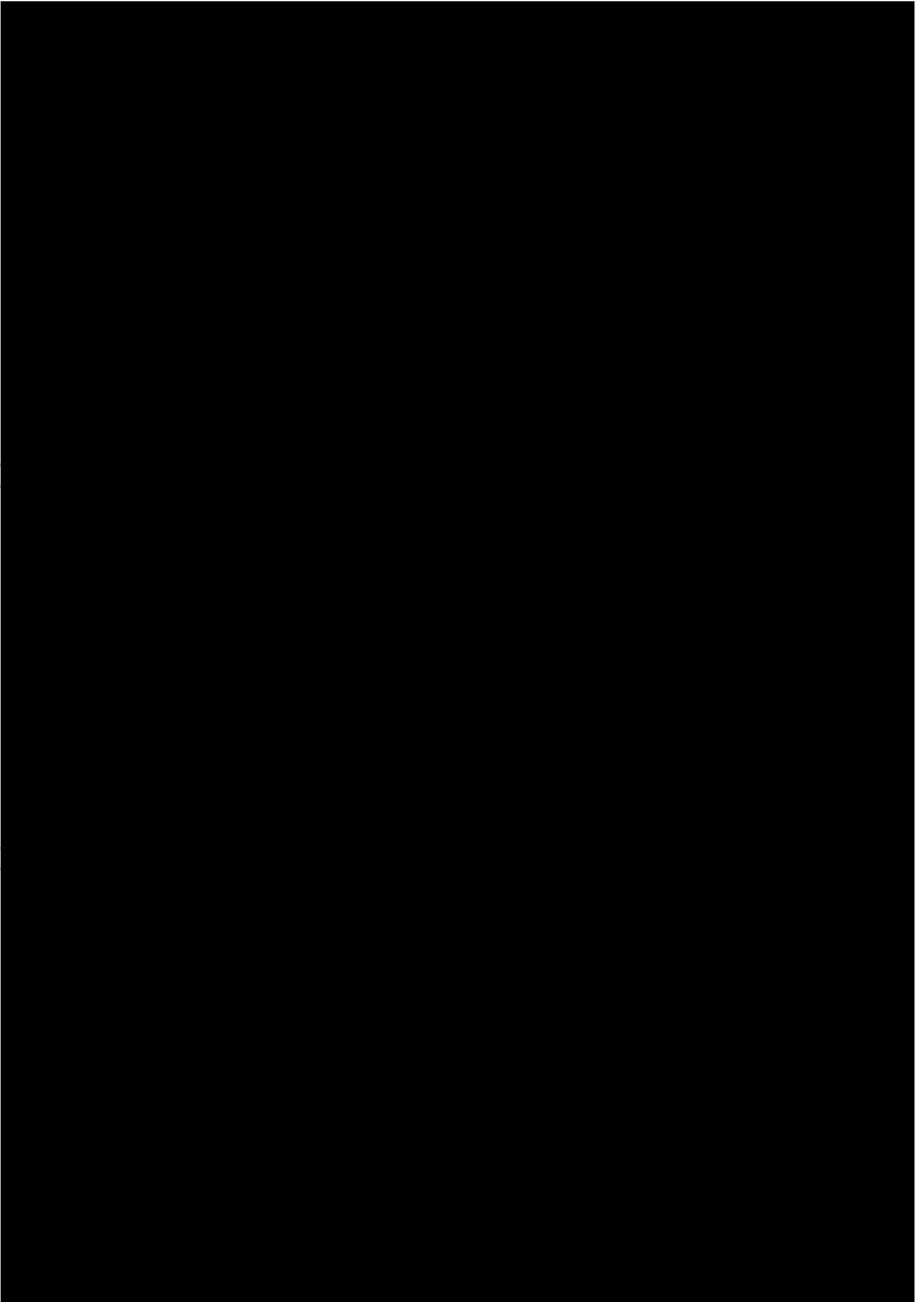
Name of Witness in full

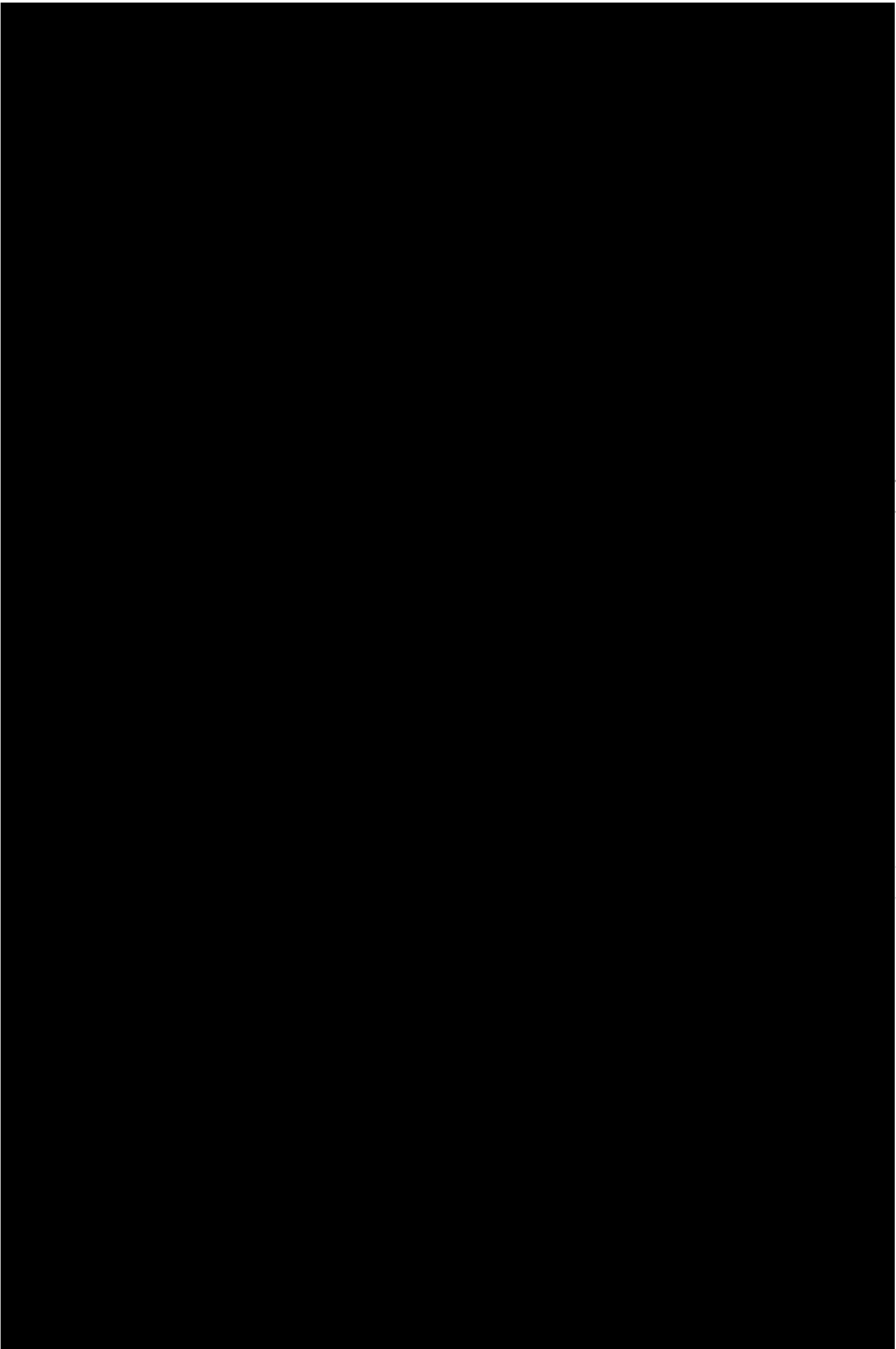
Signature of Attorney

Name of Attorney in full

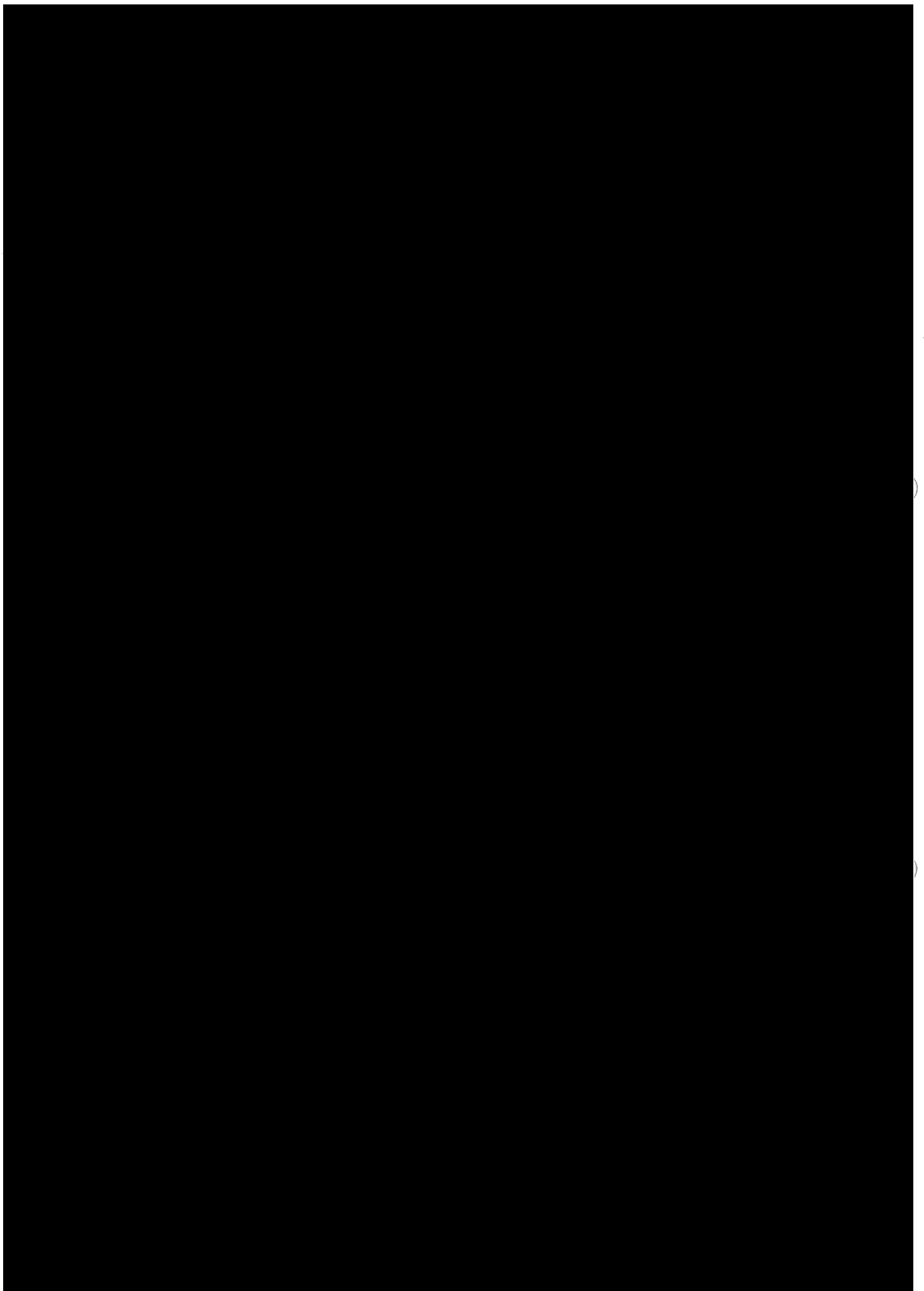




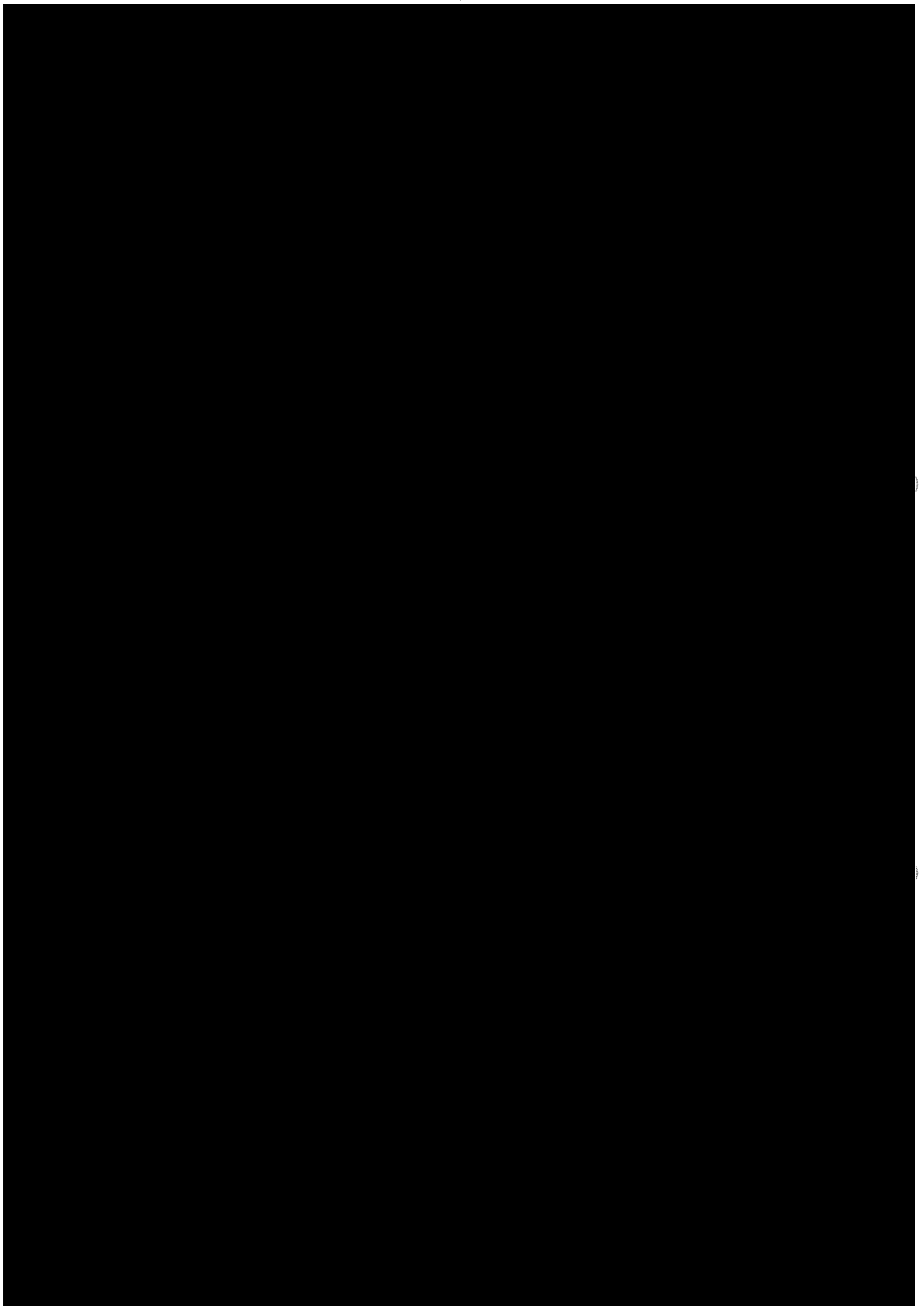


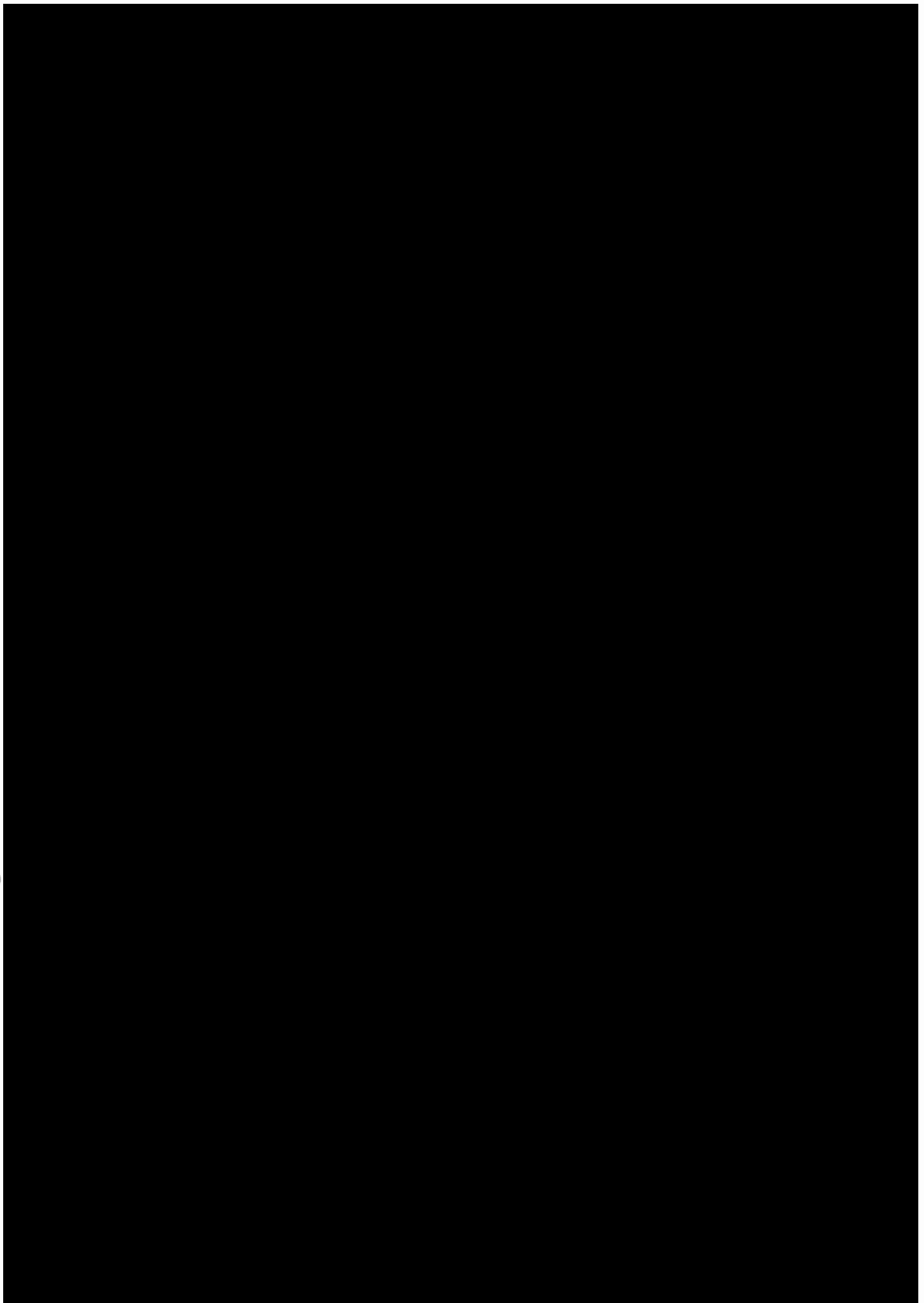


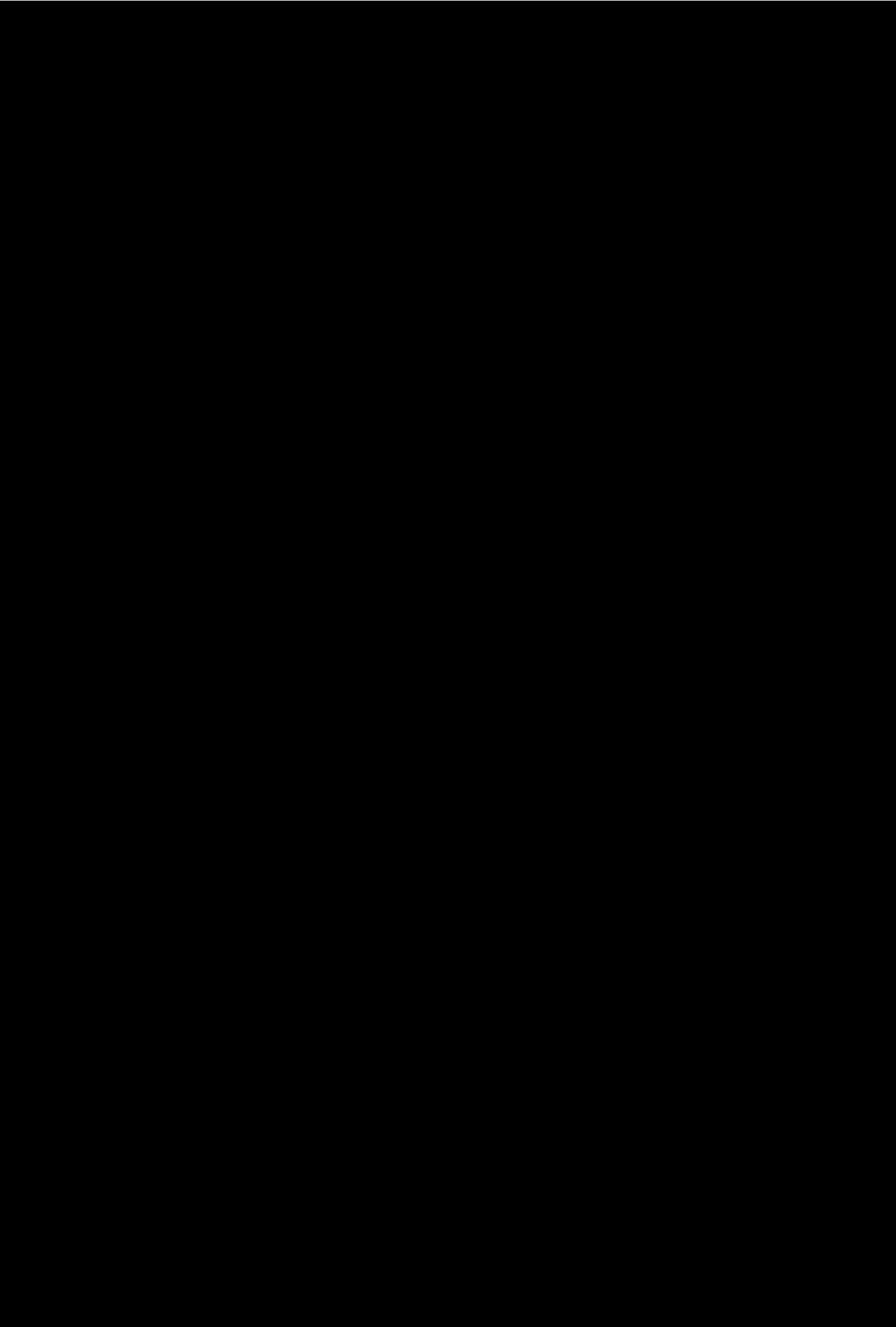


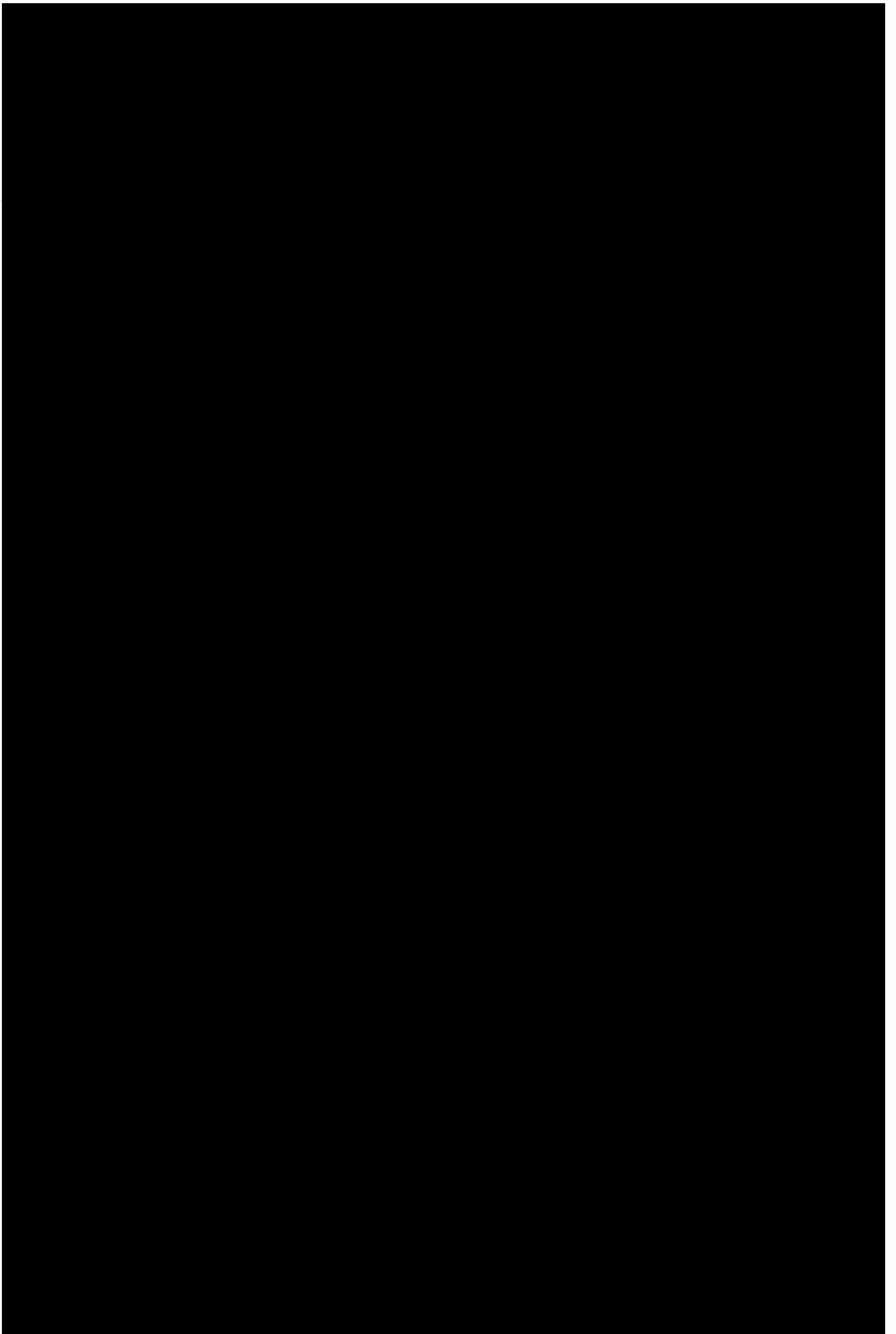


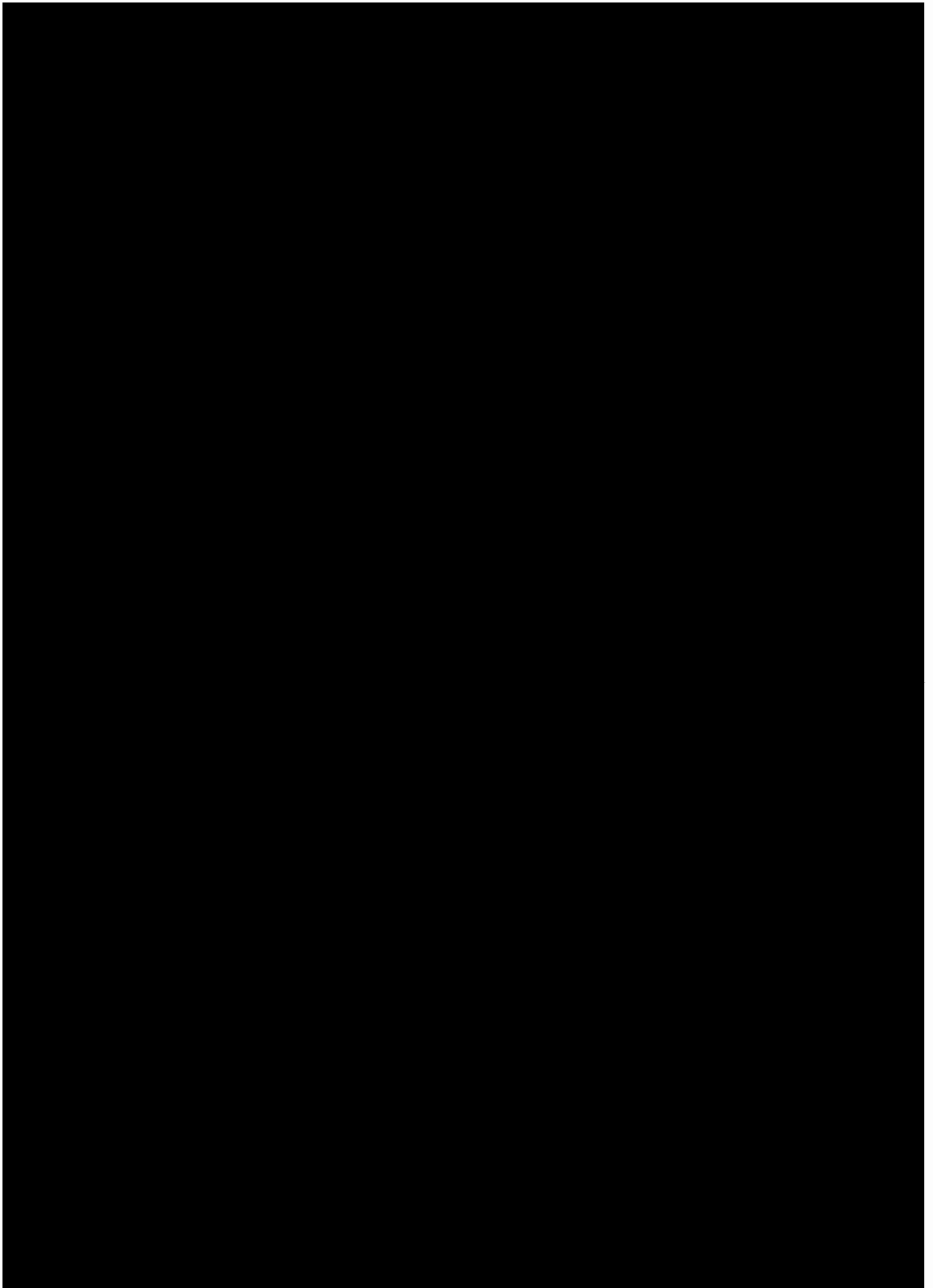


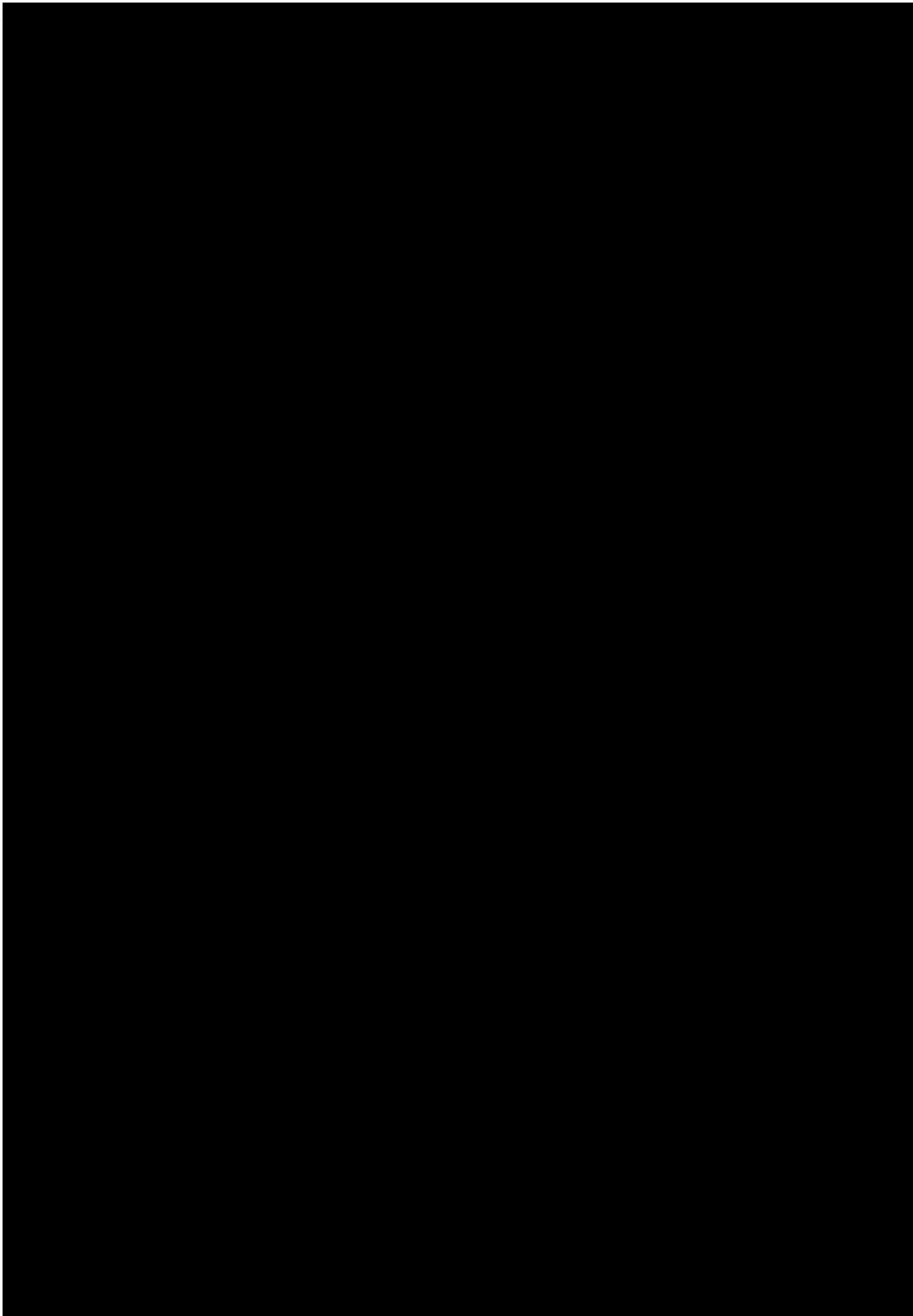


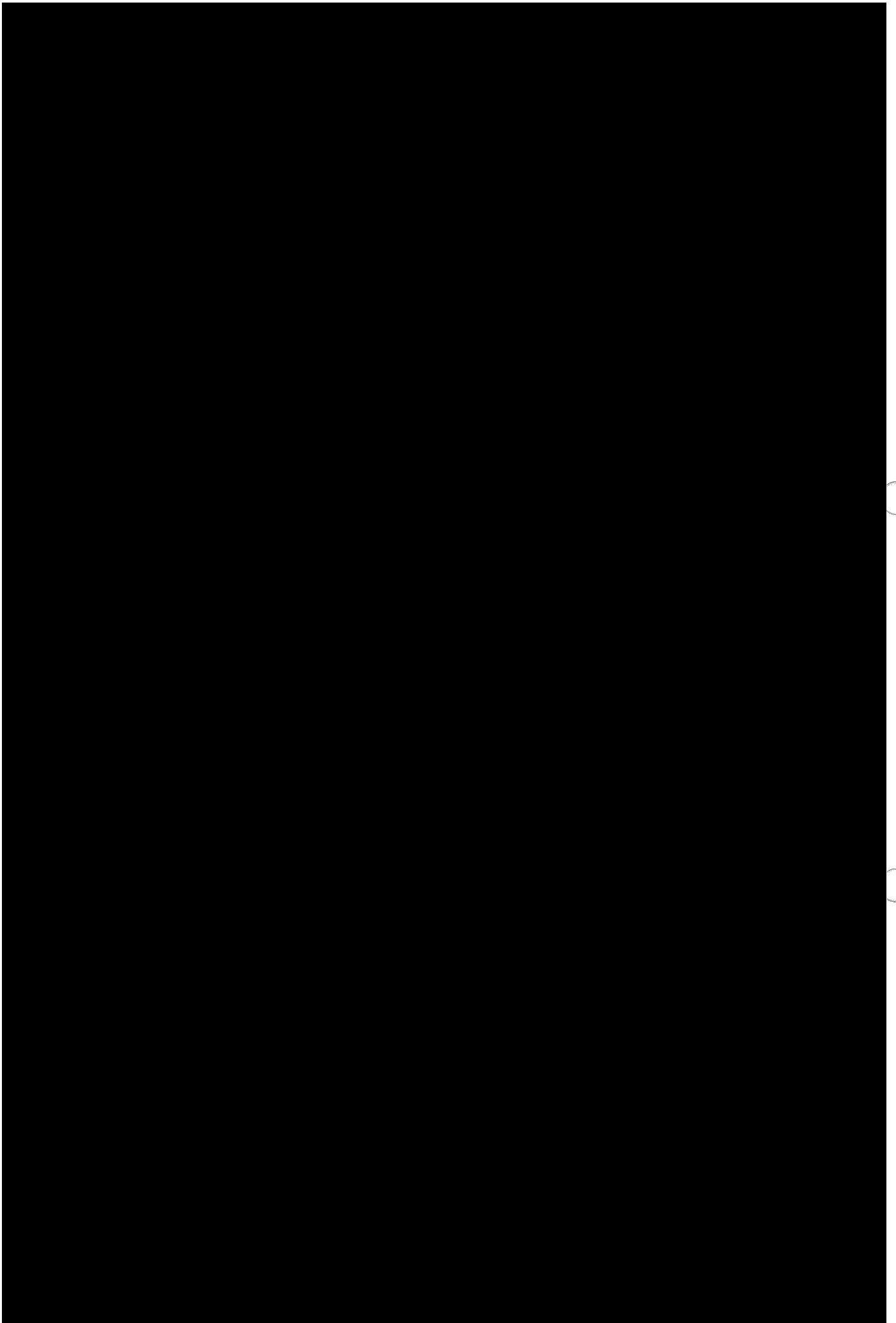


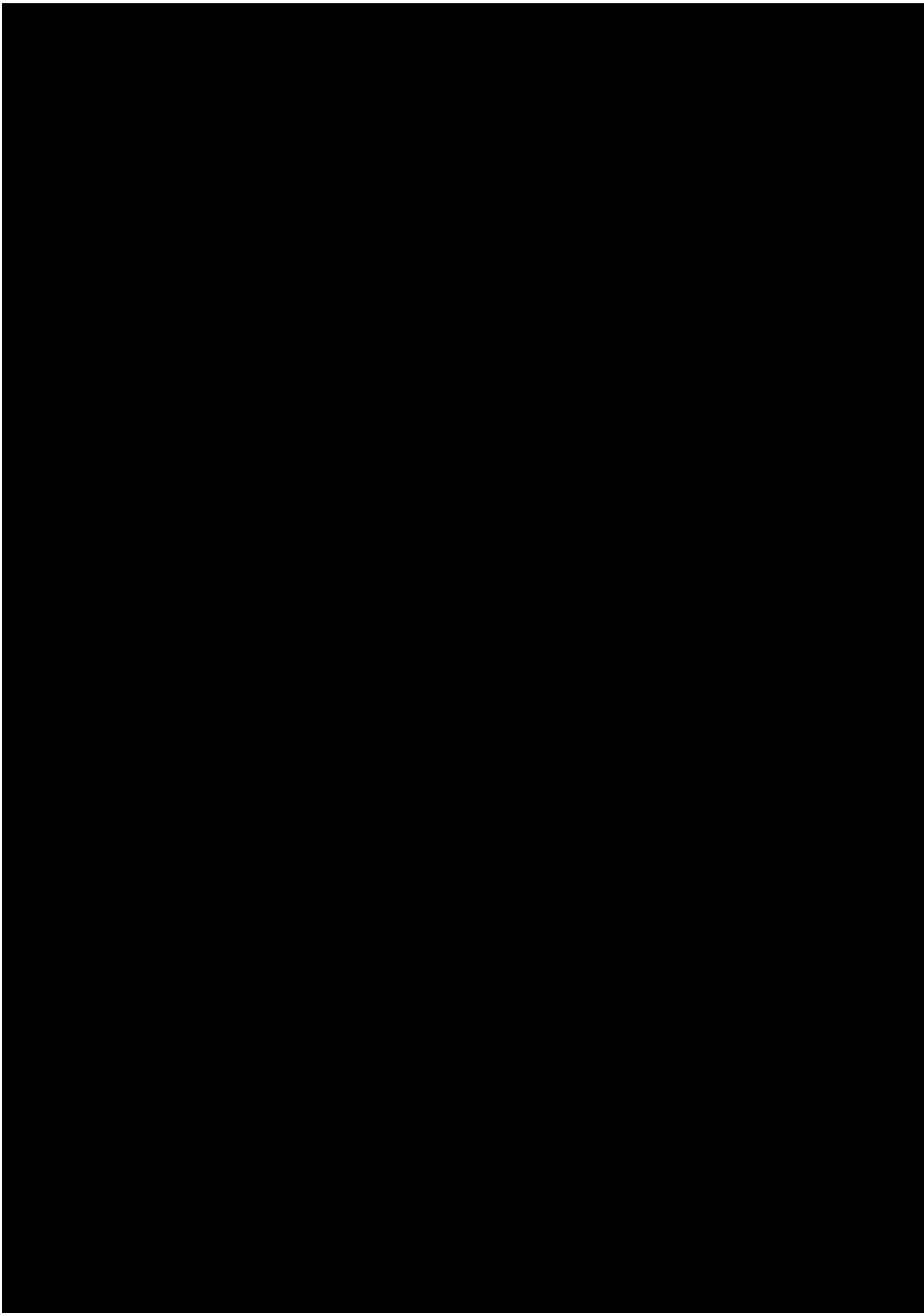


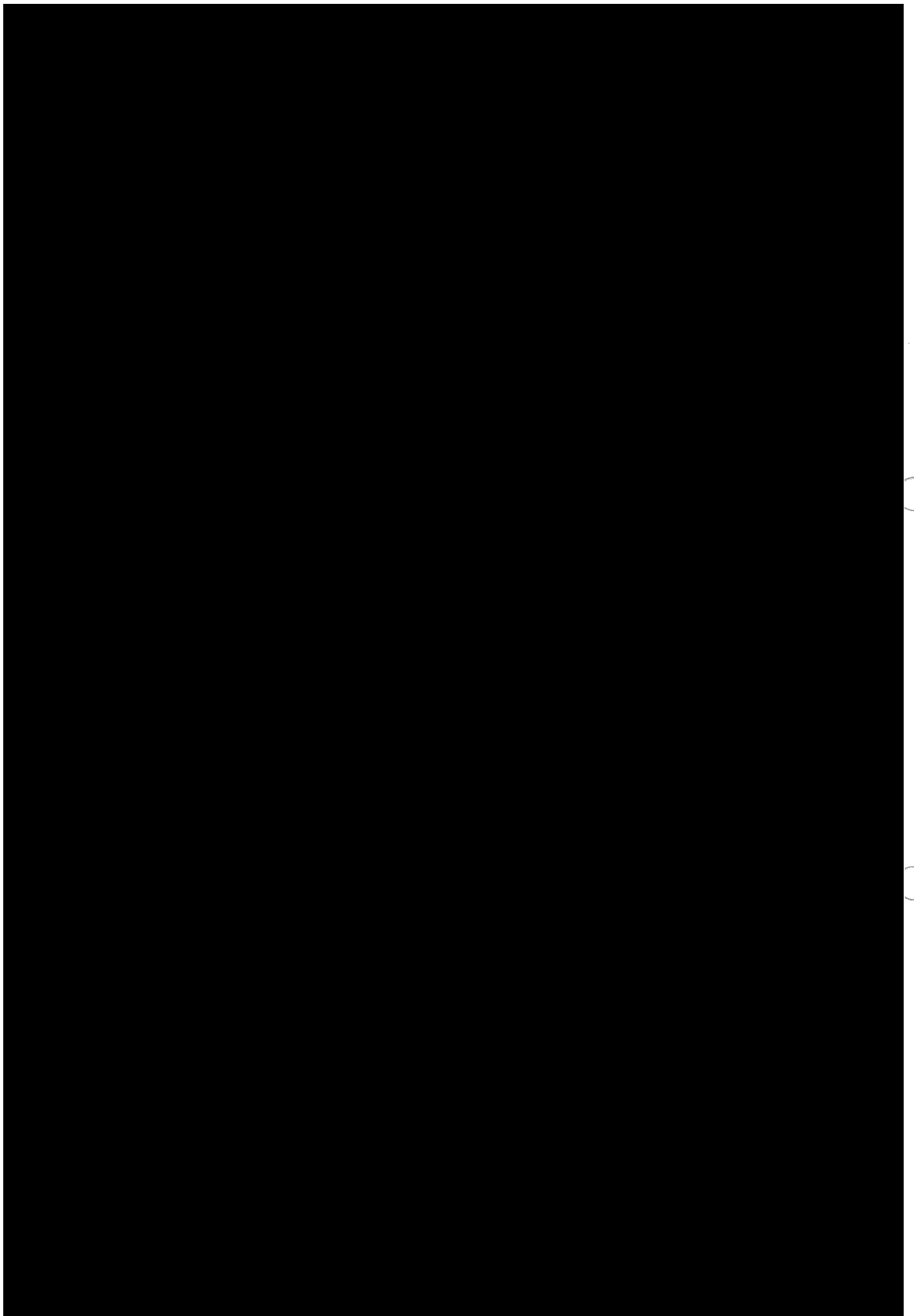


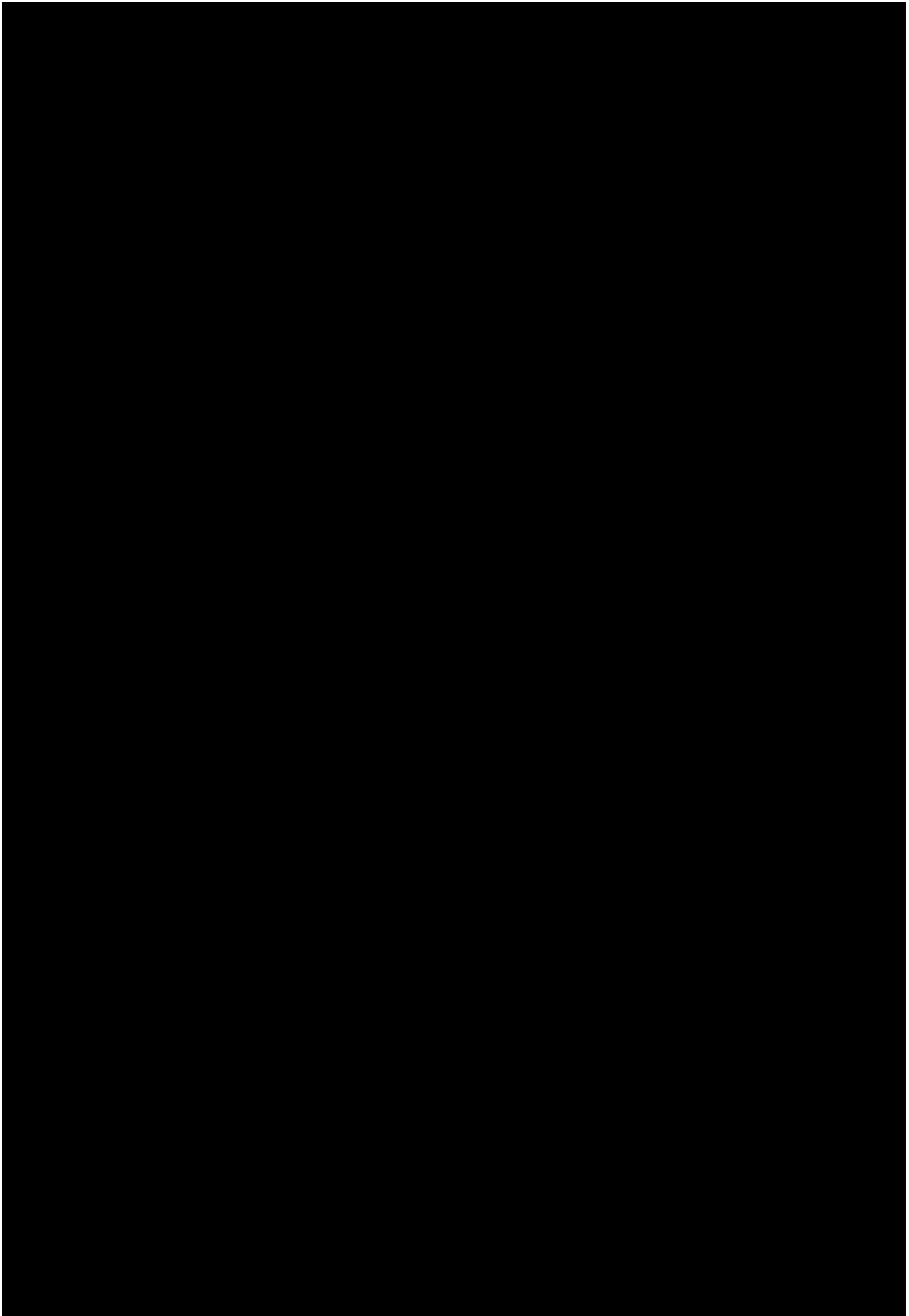




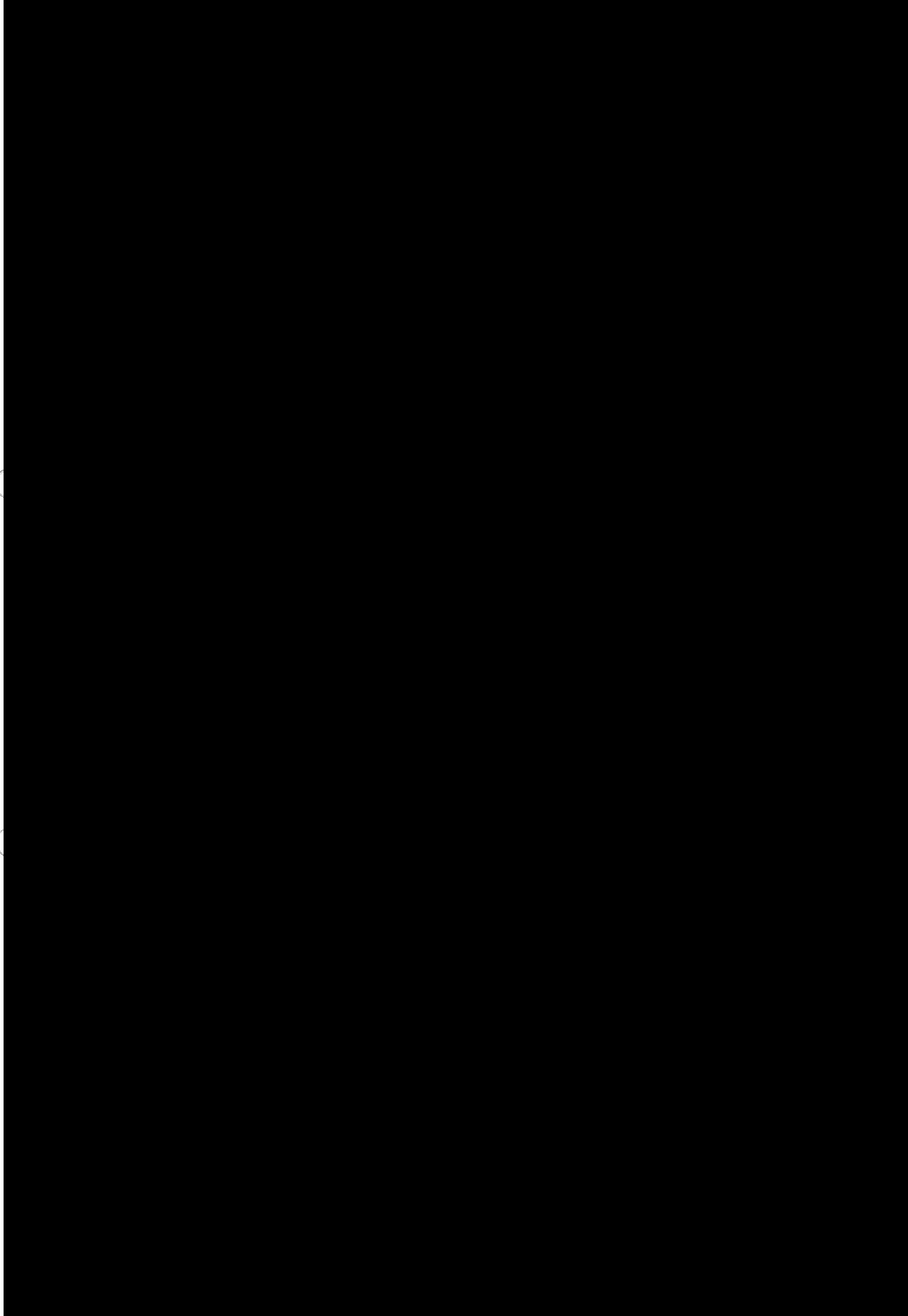


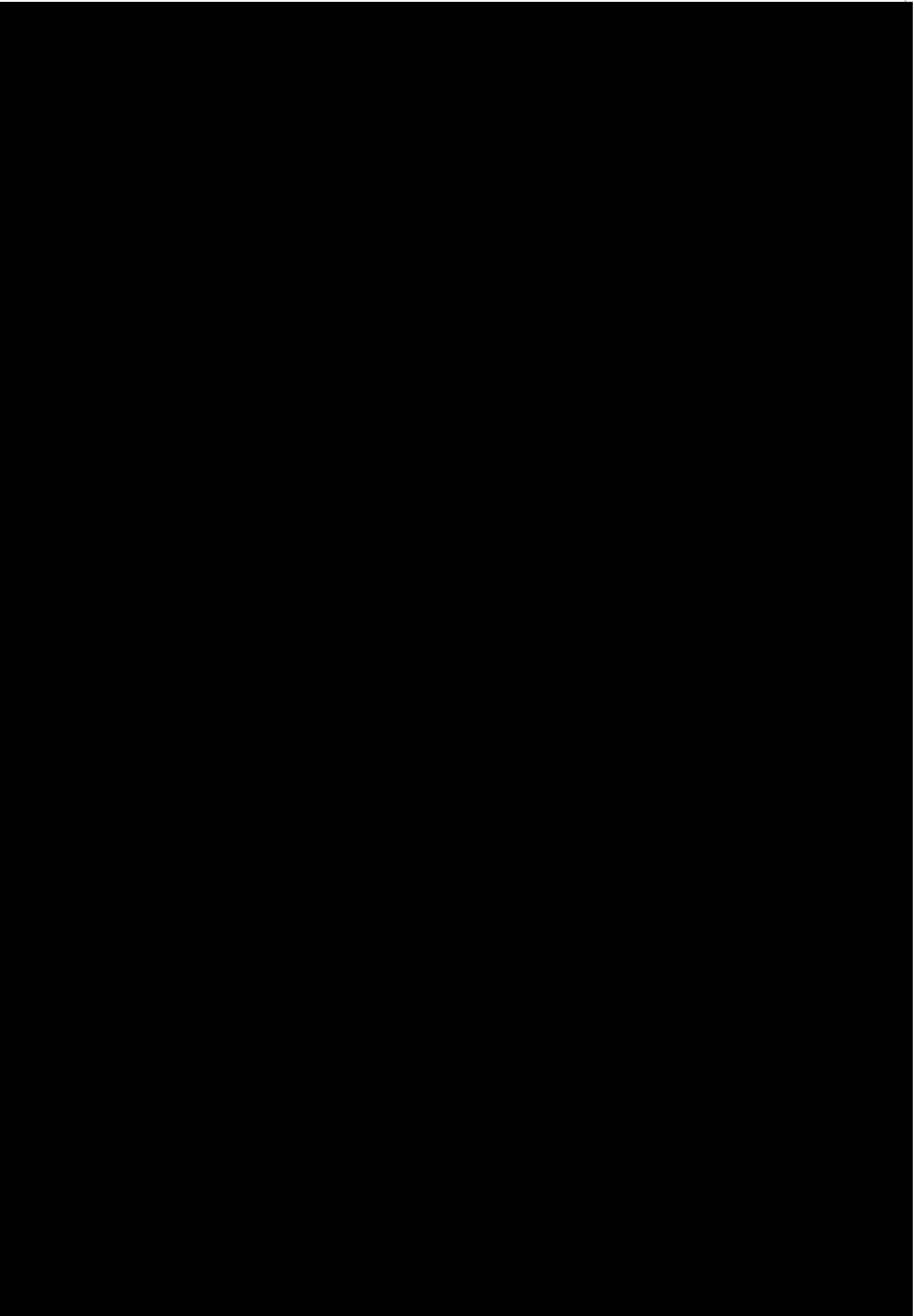


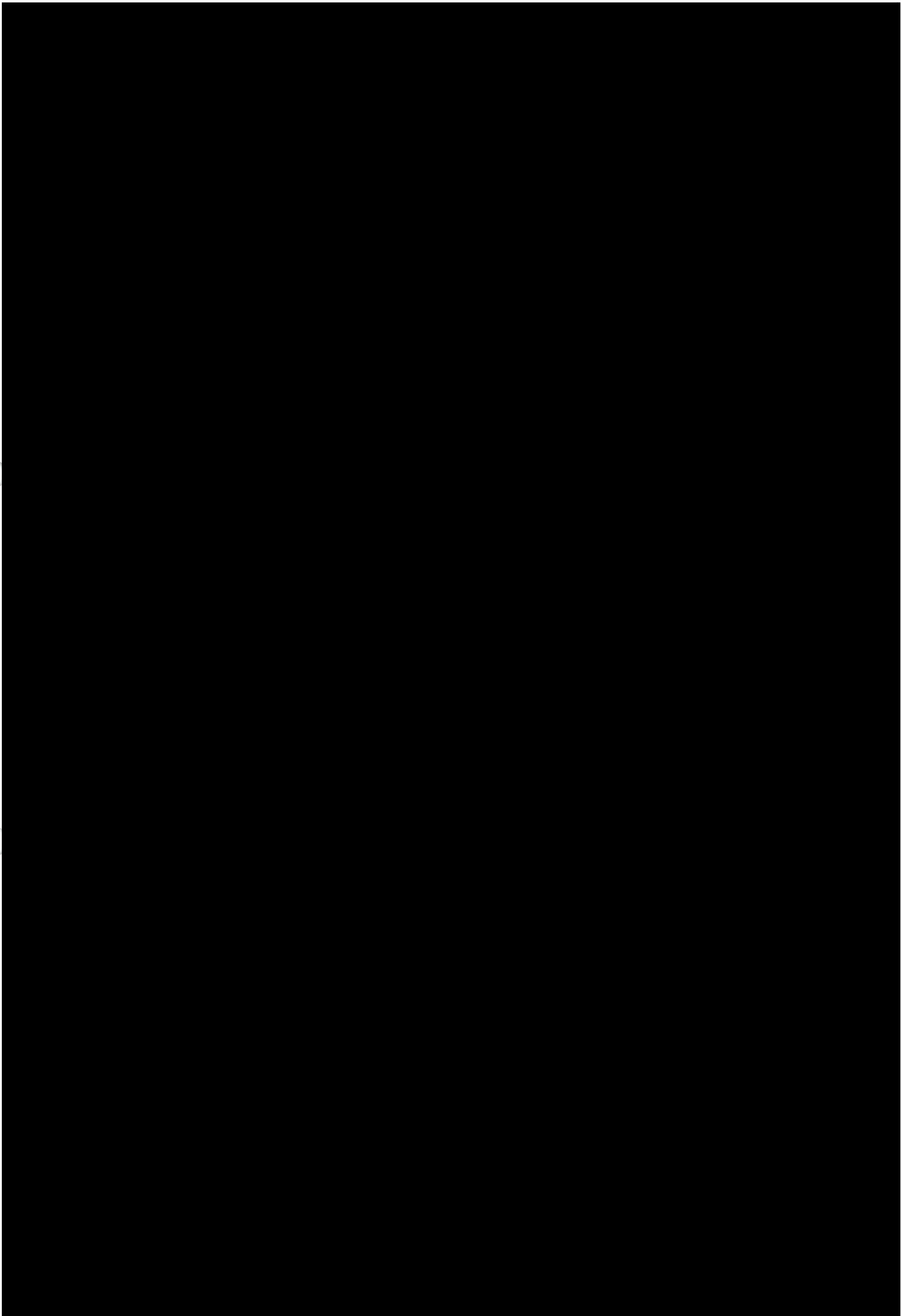


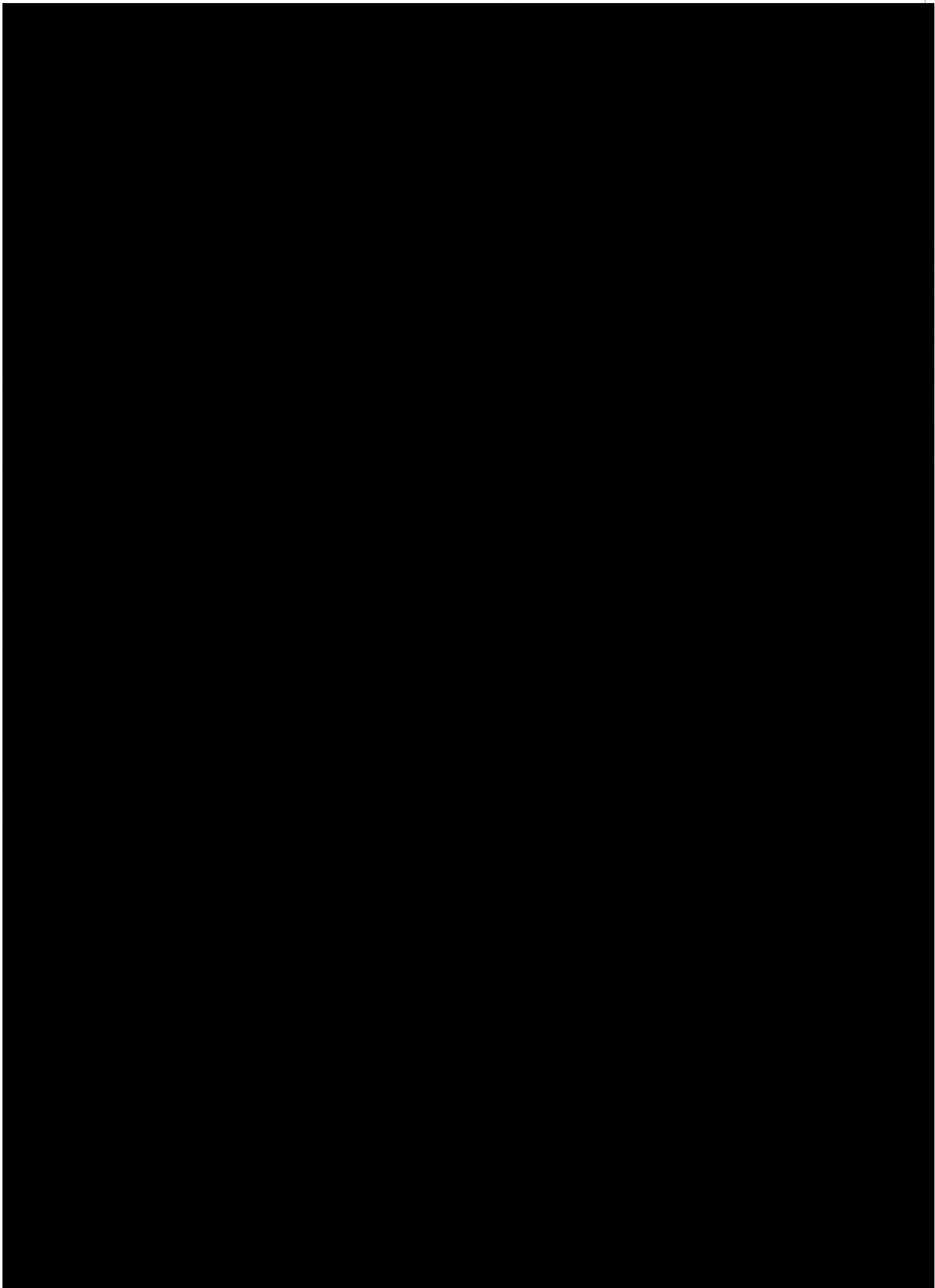


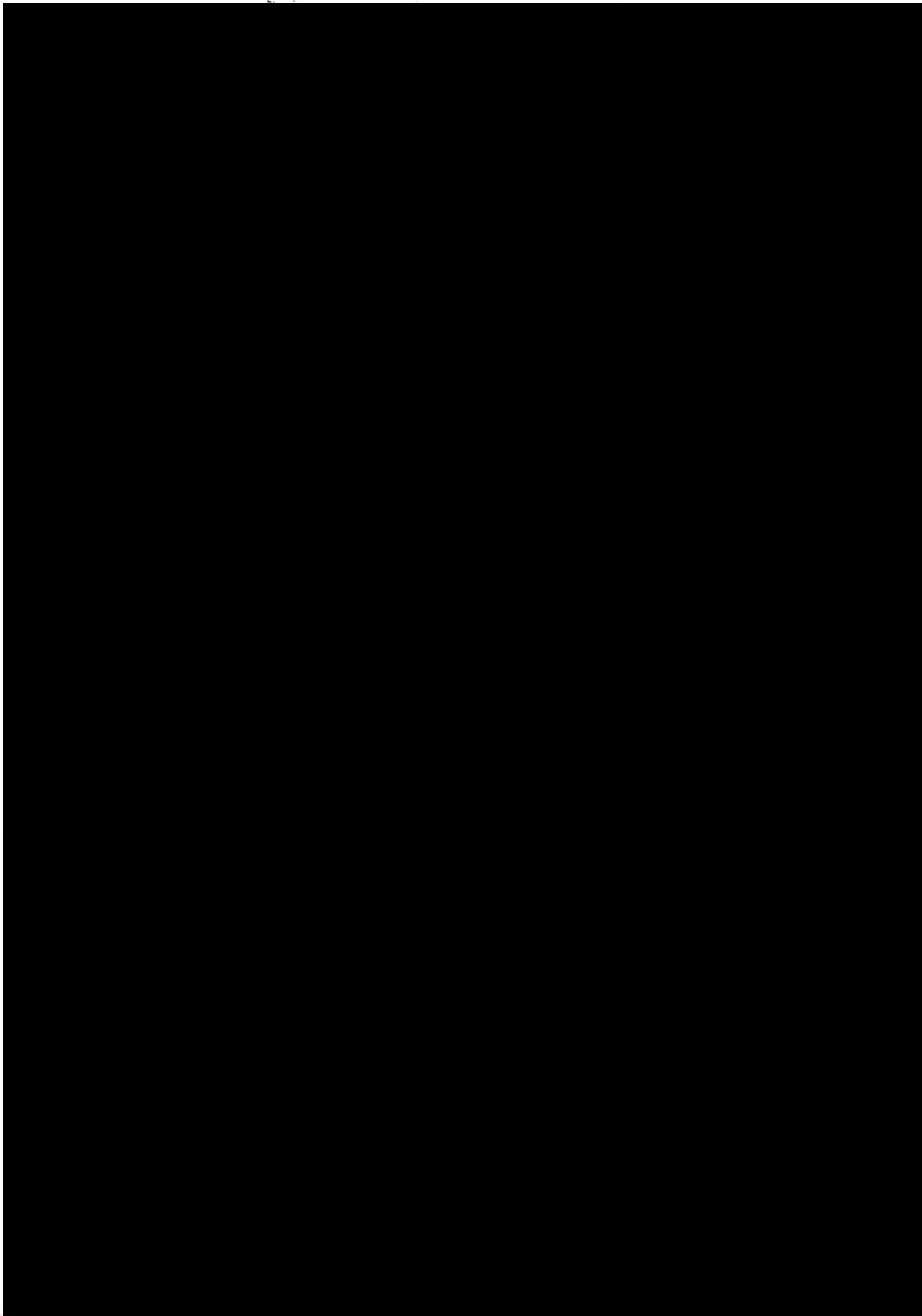


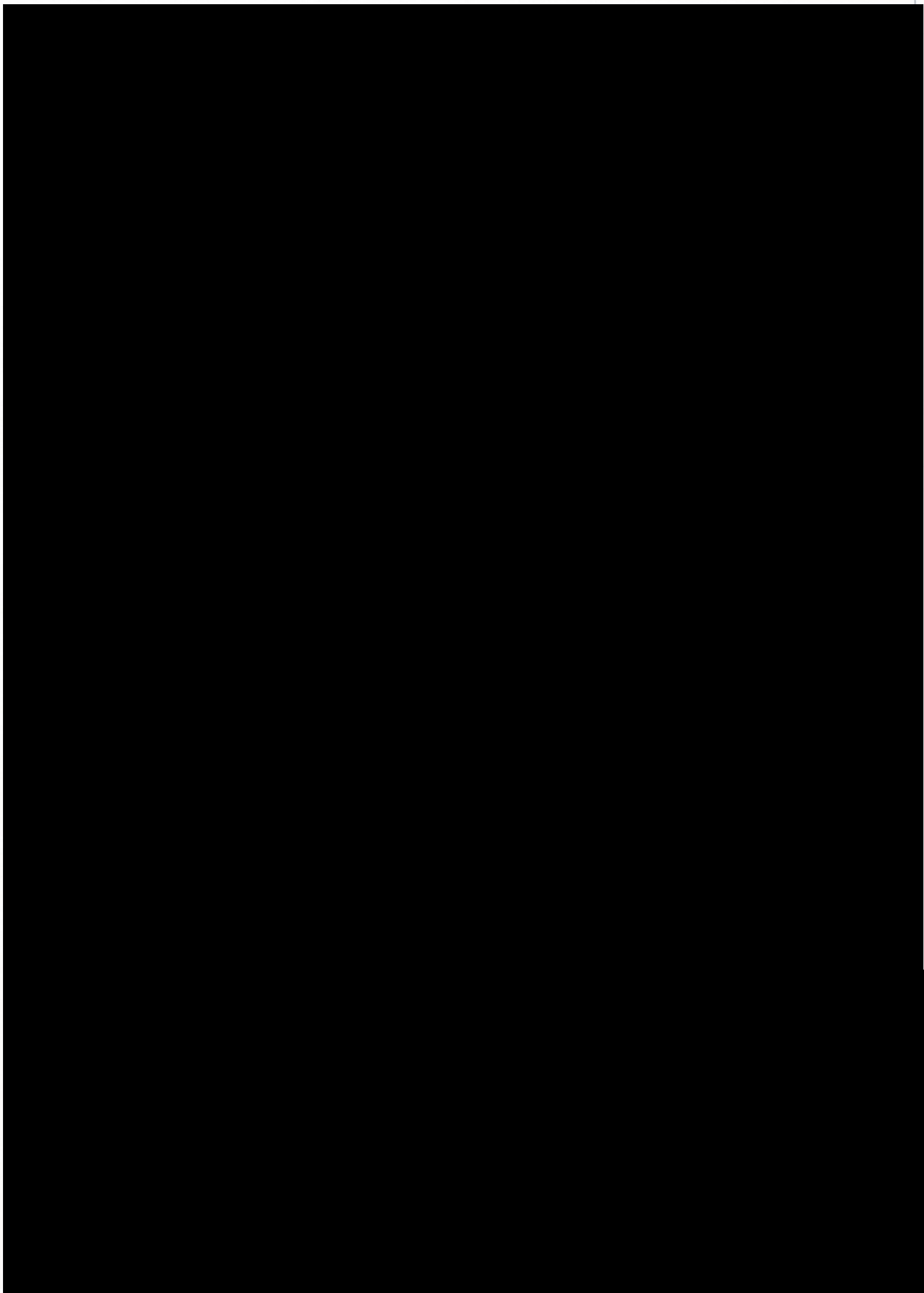


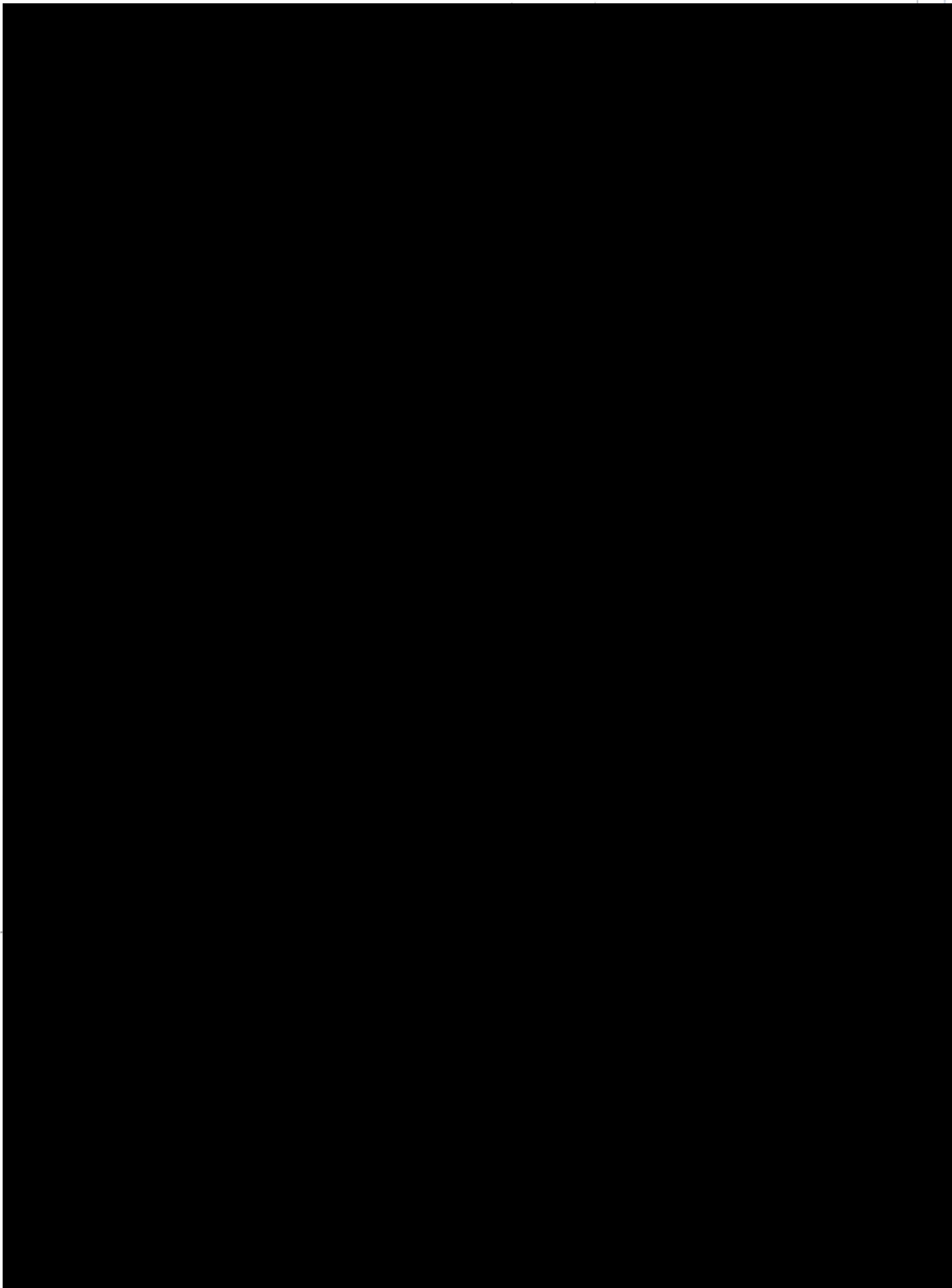


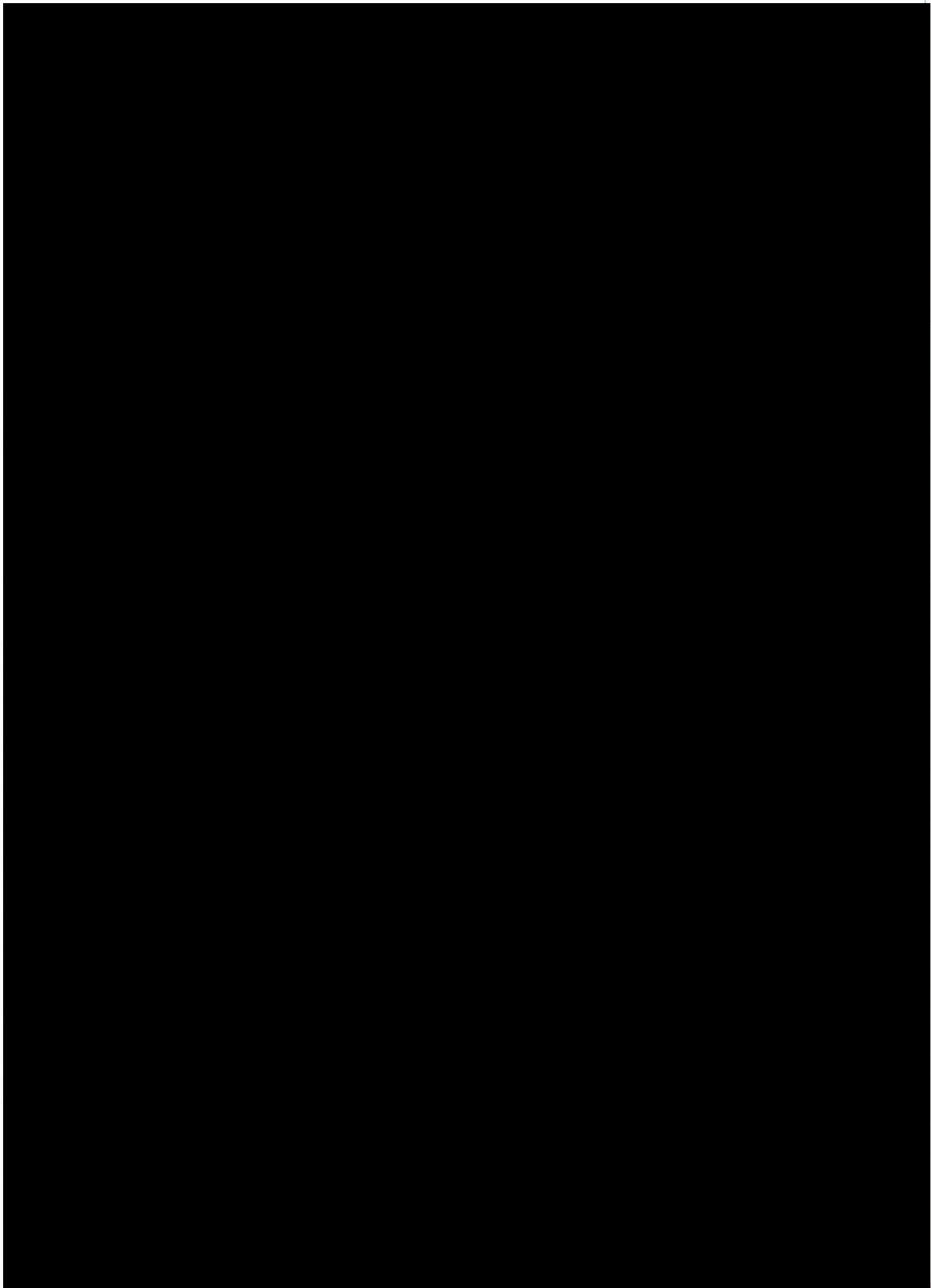


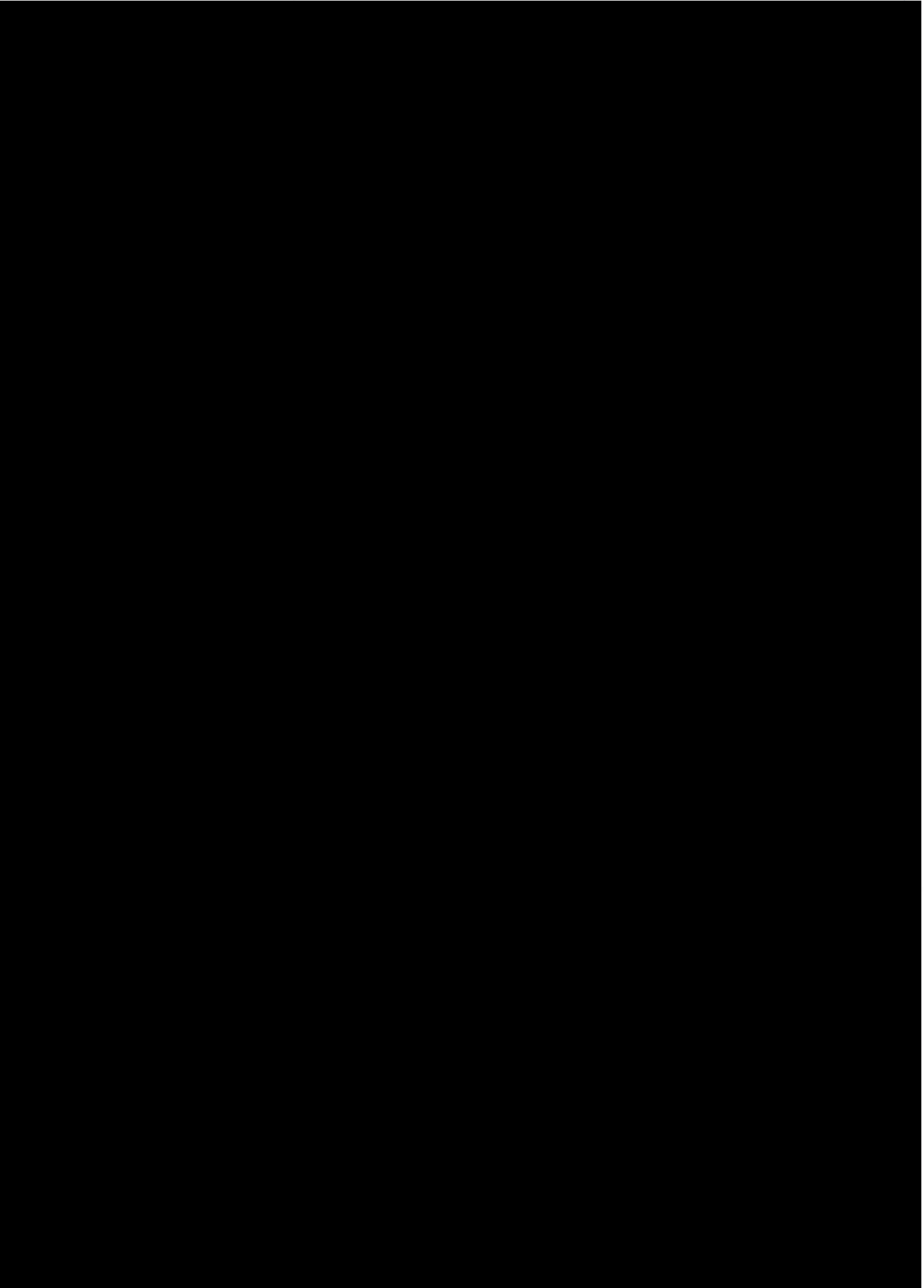


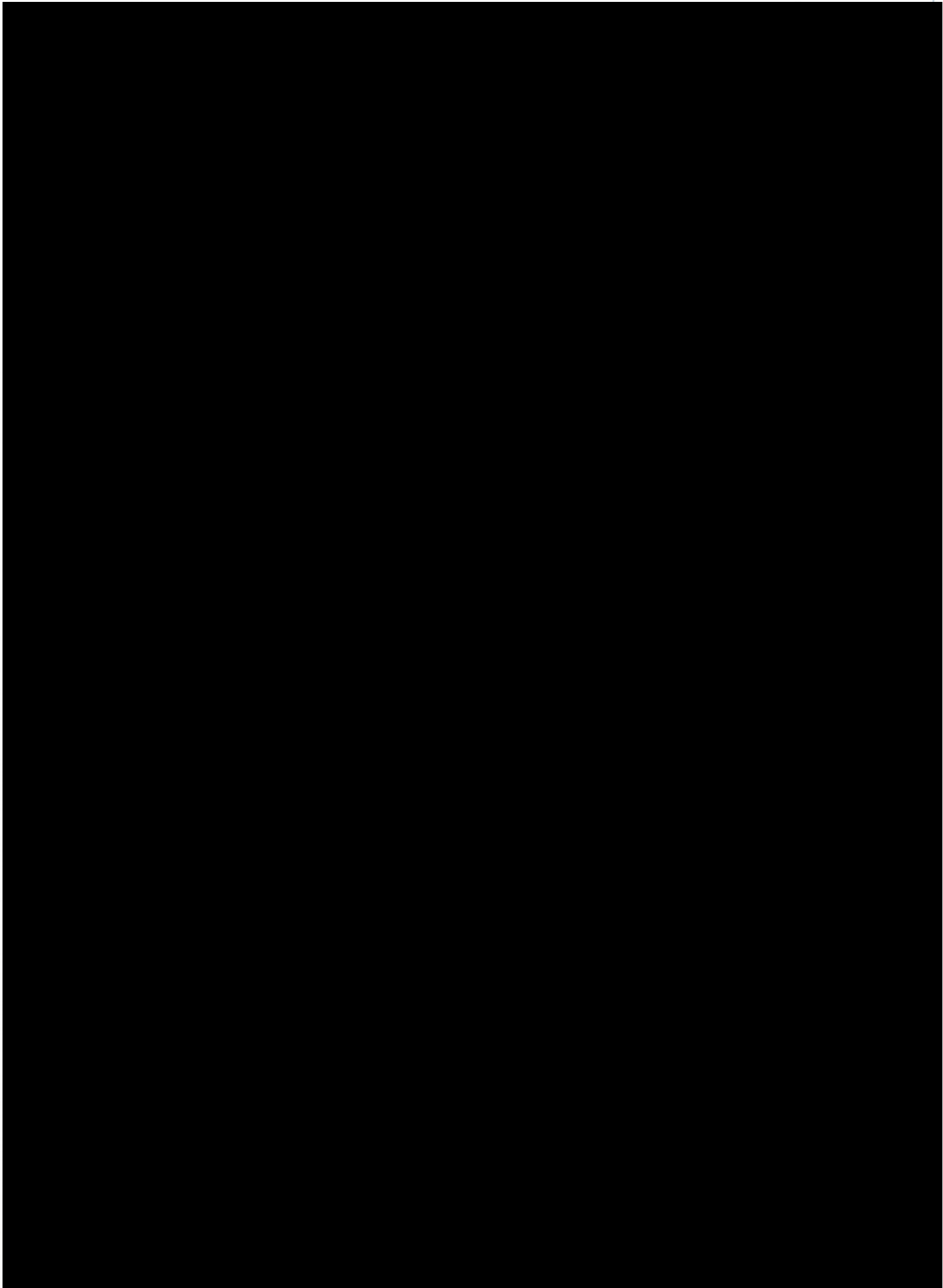


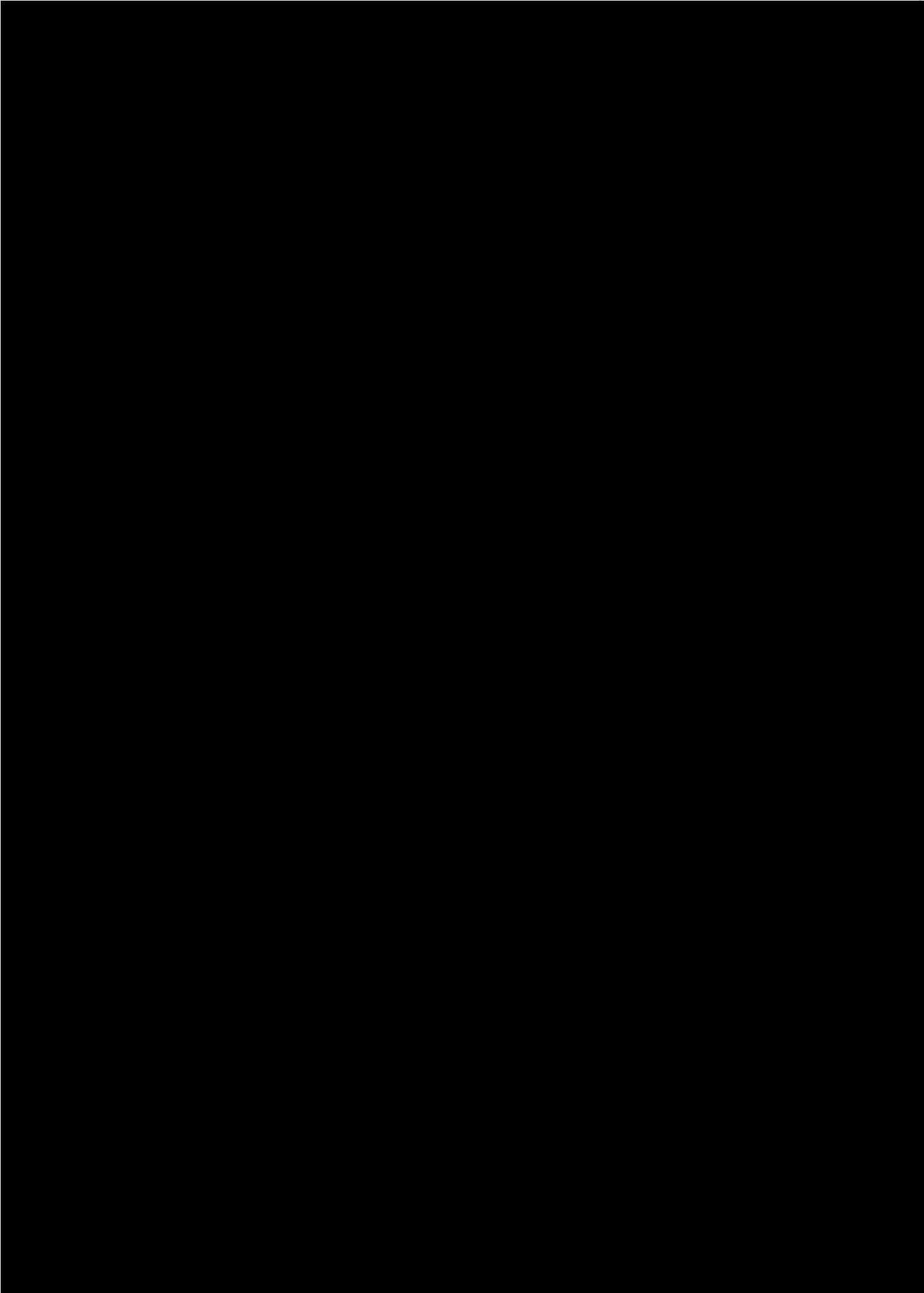


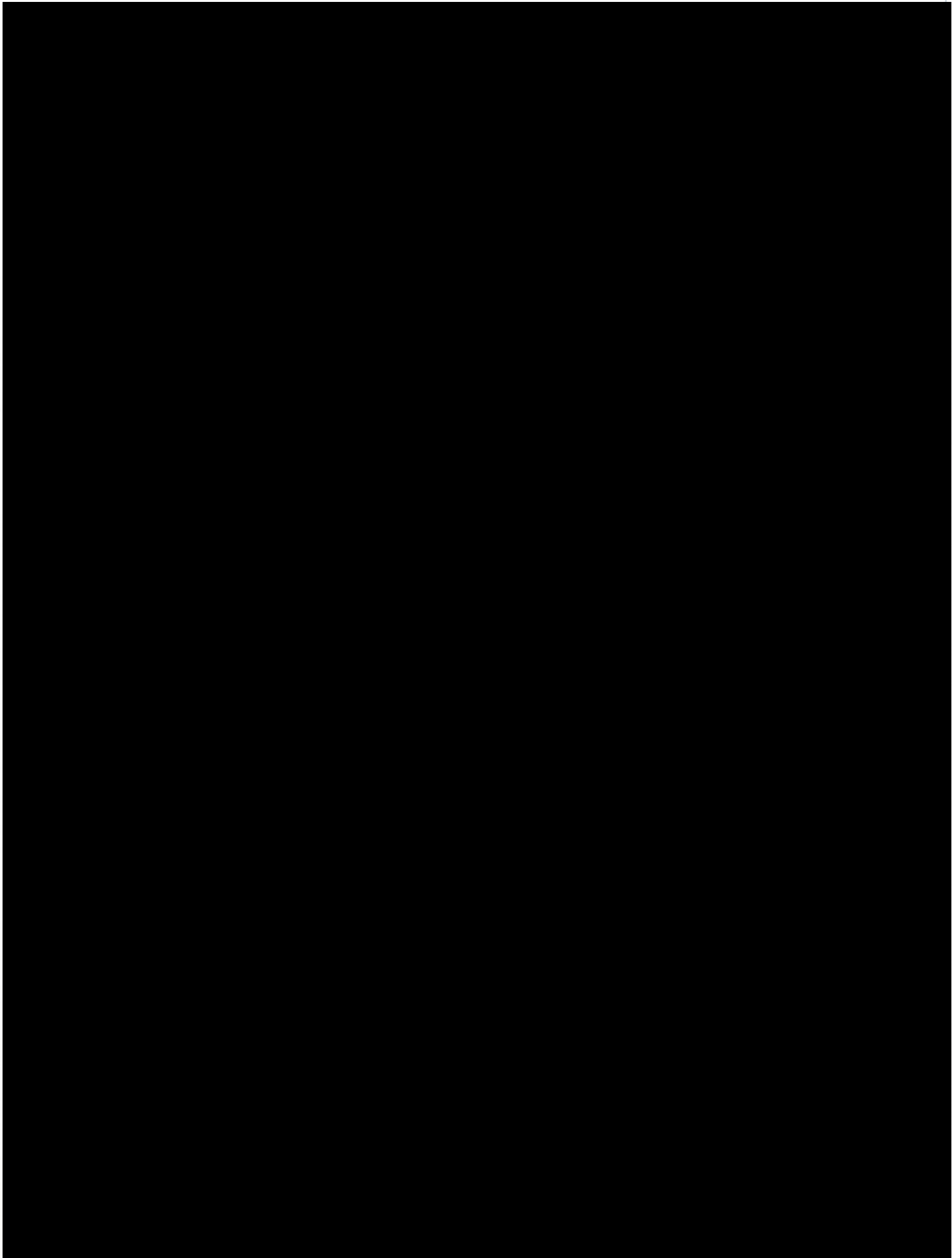


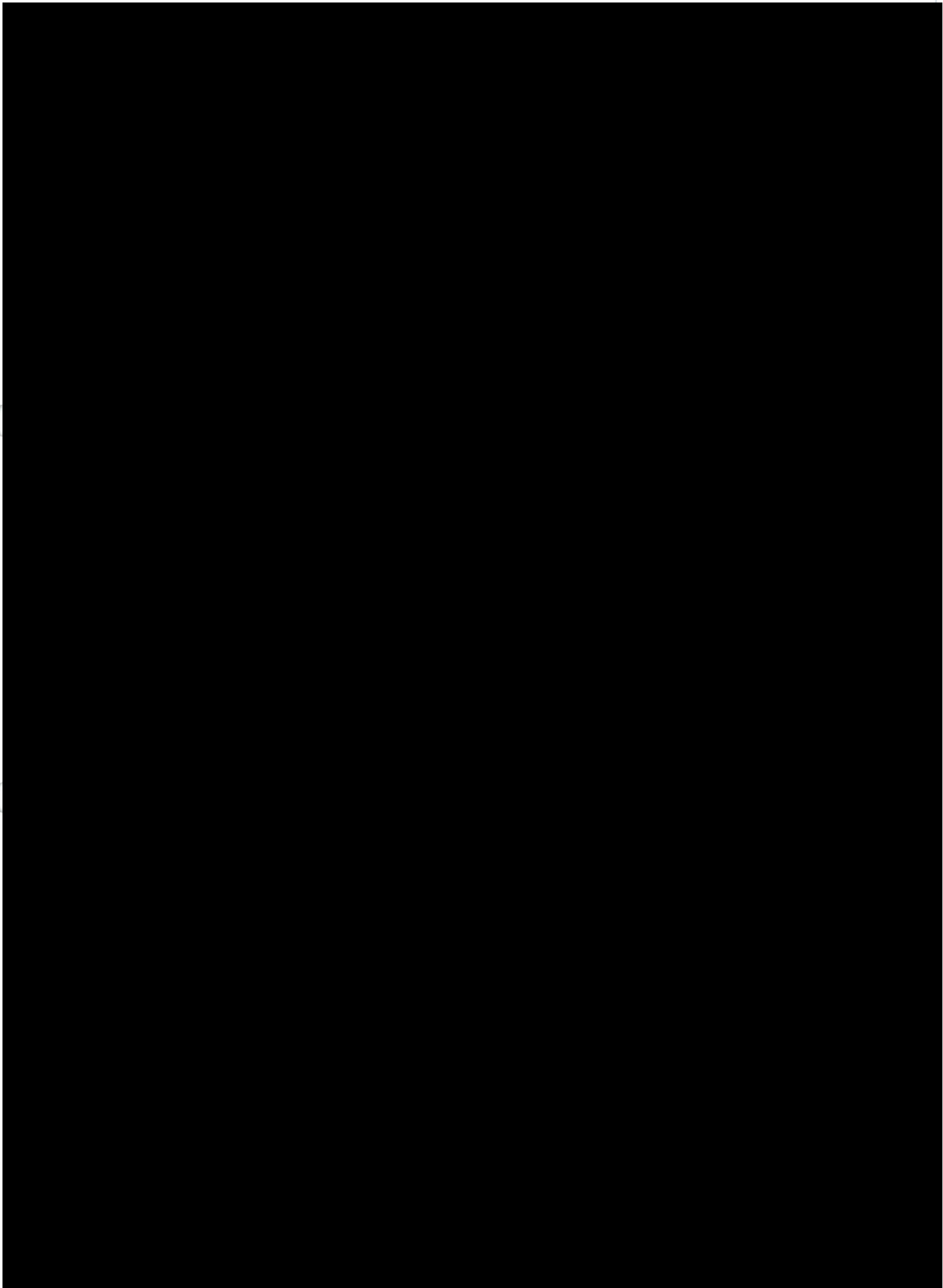


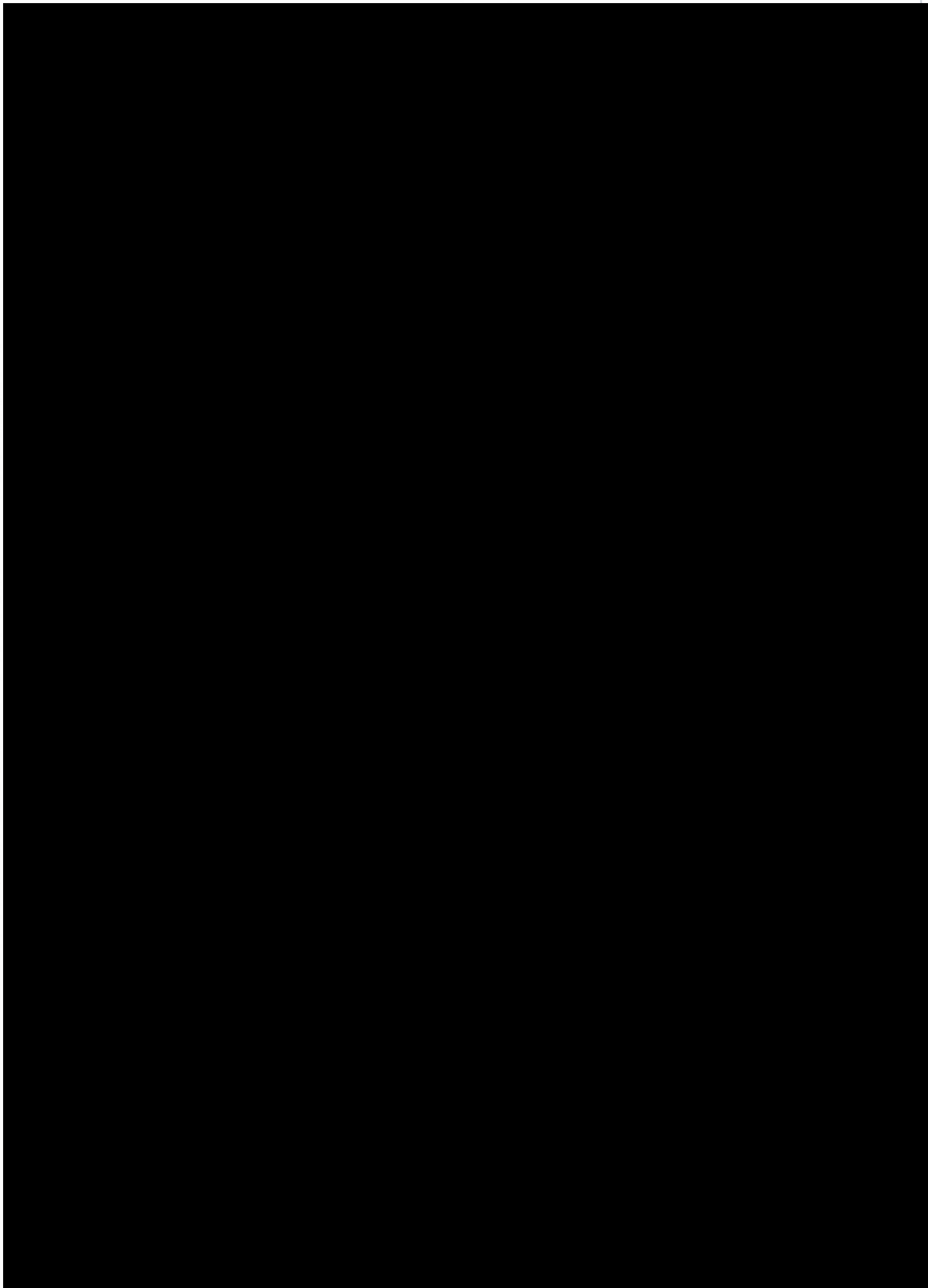


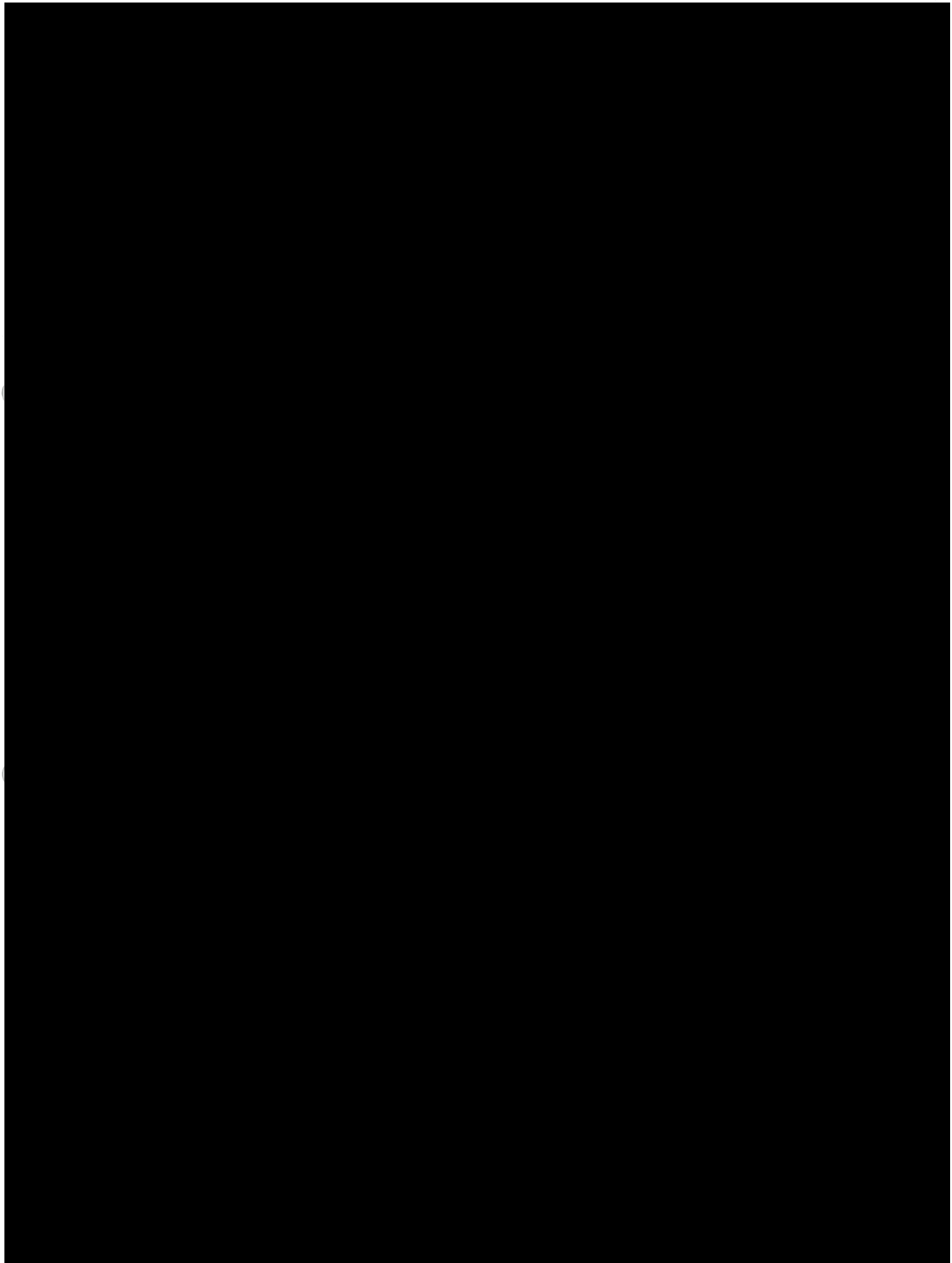


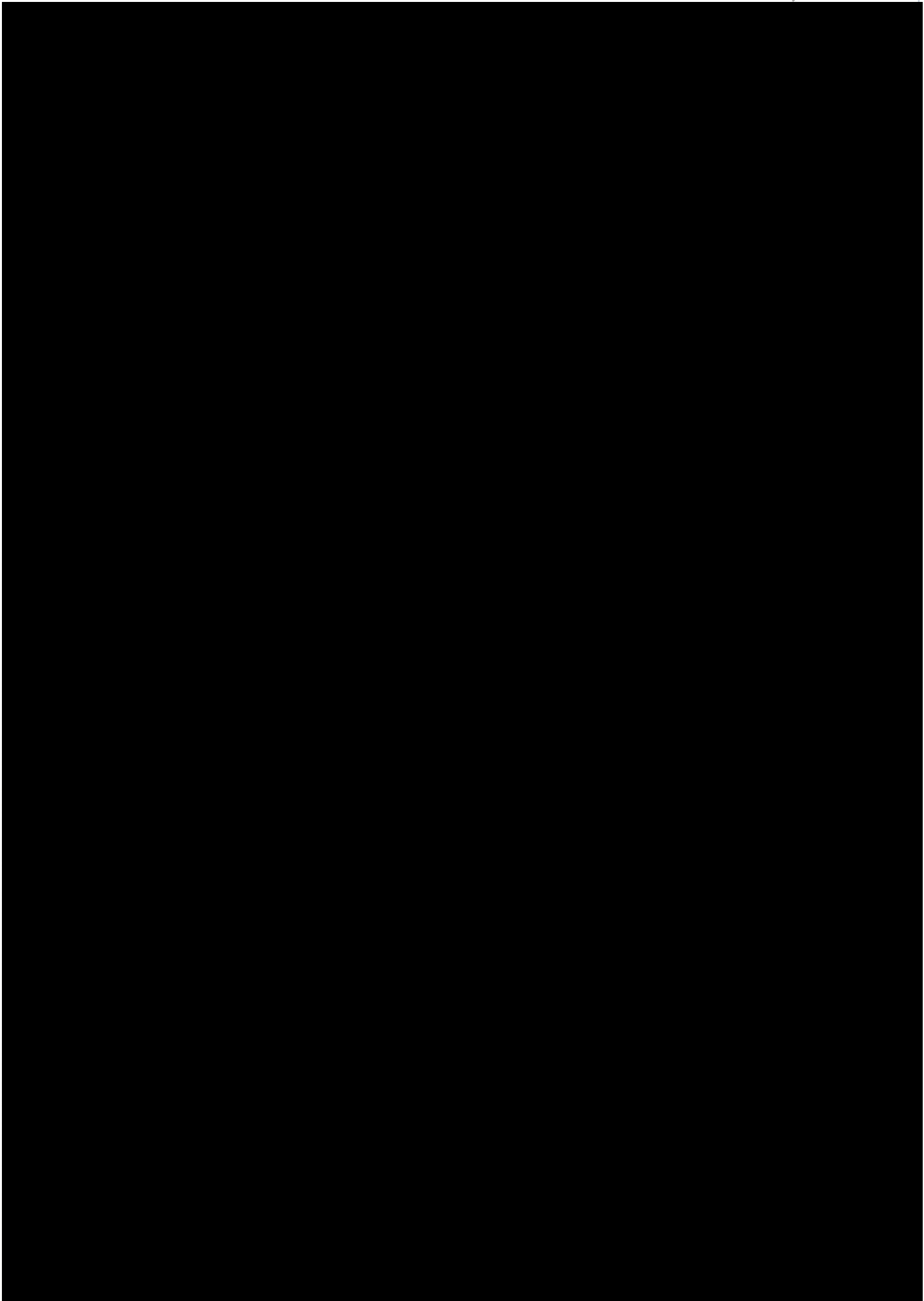




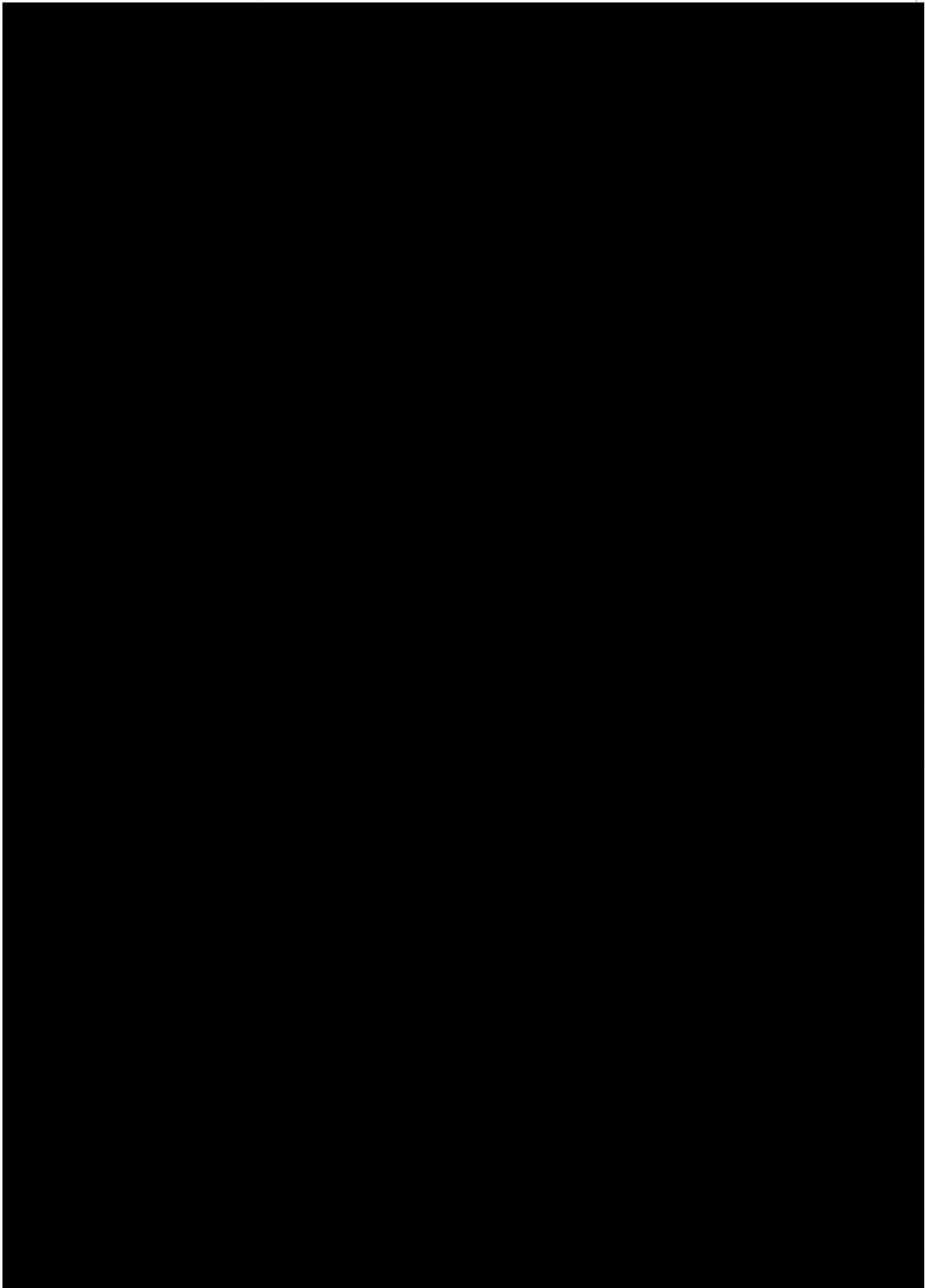


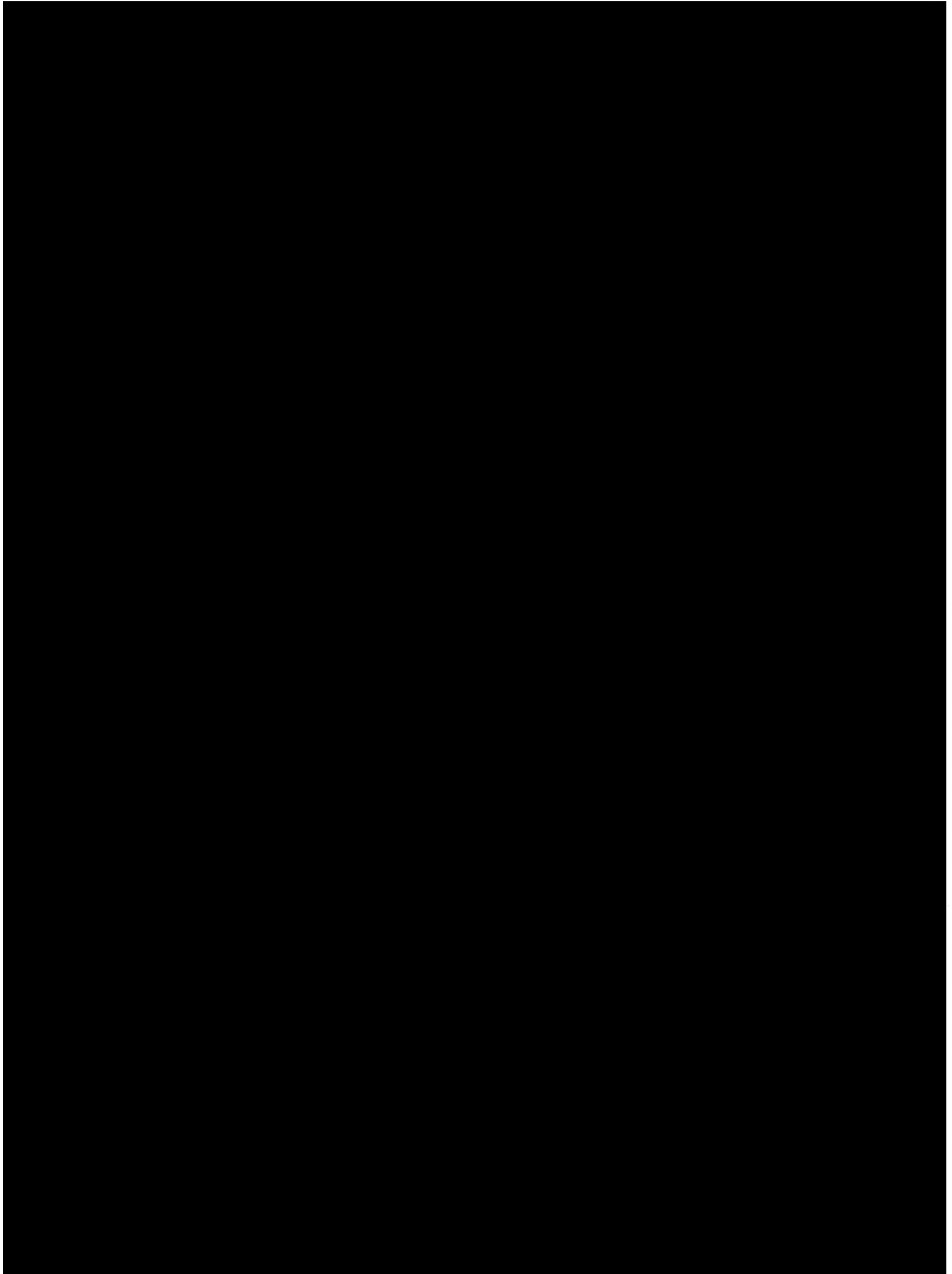


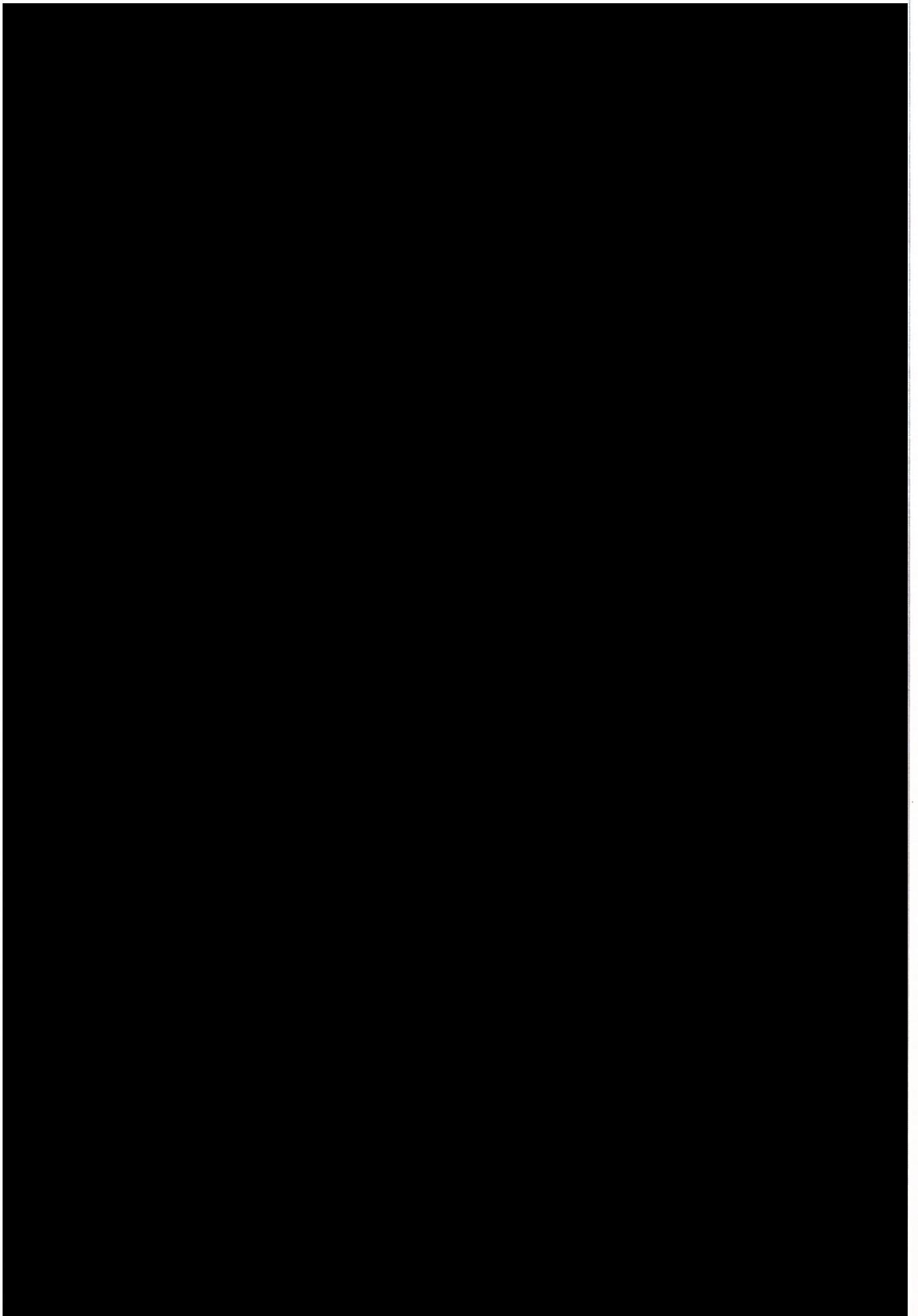




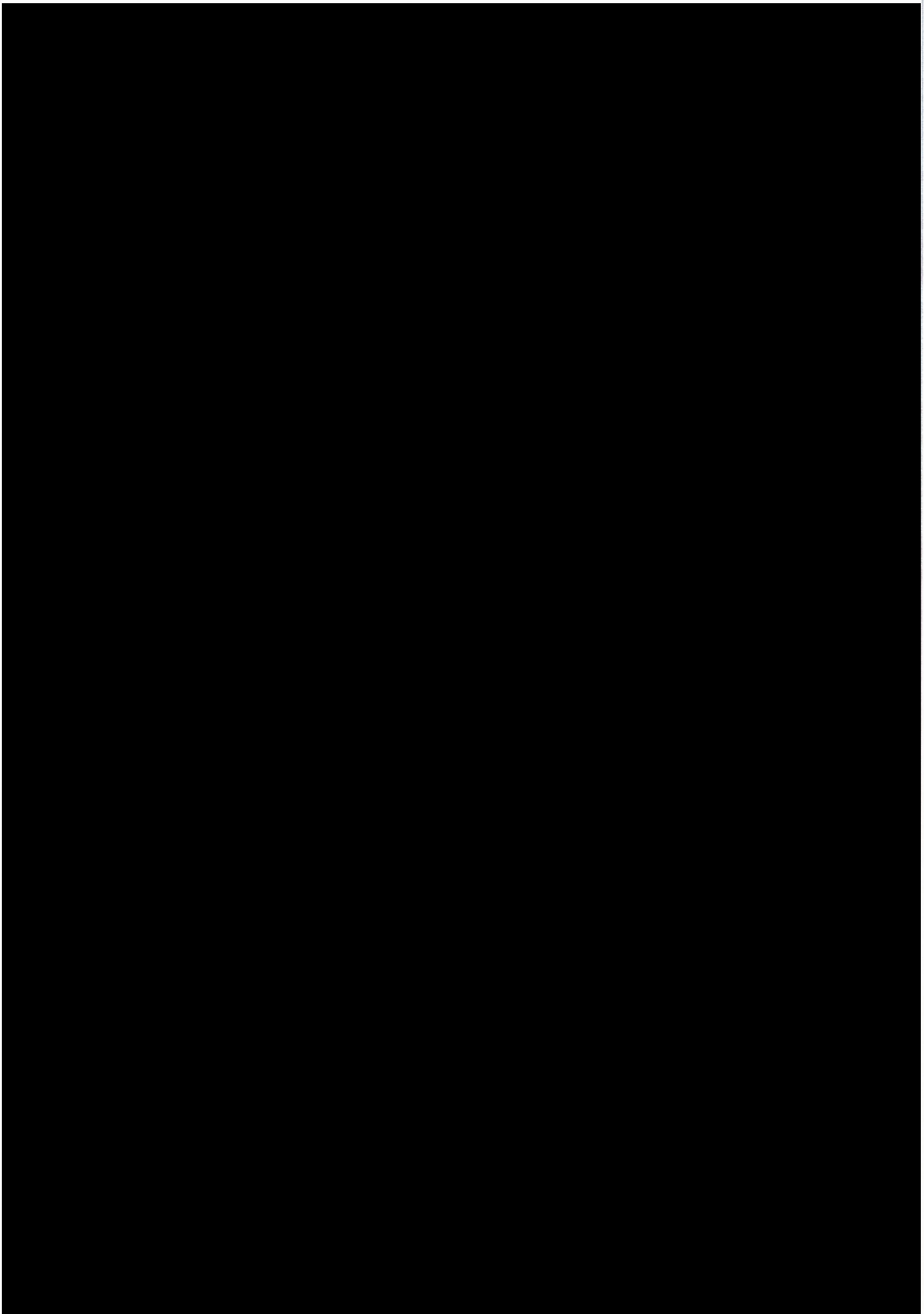


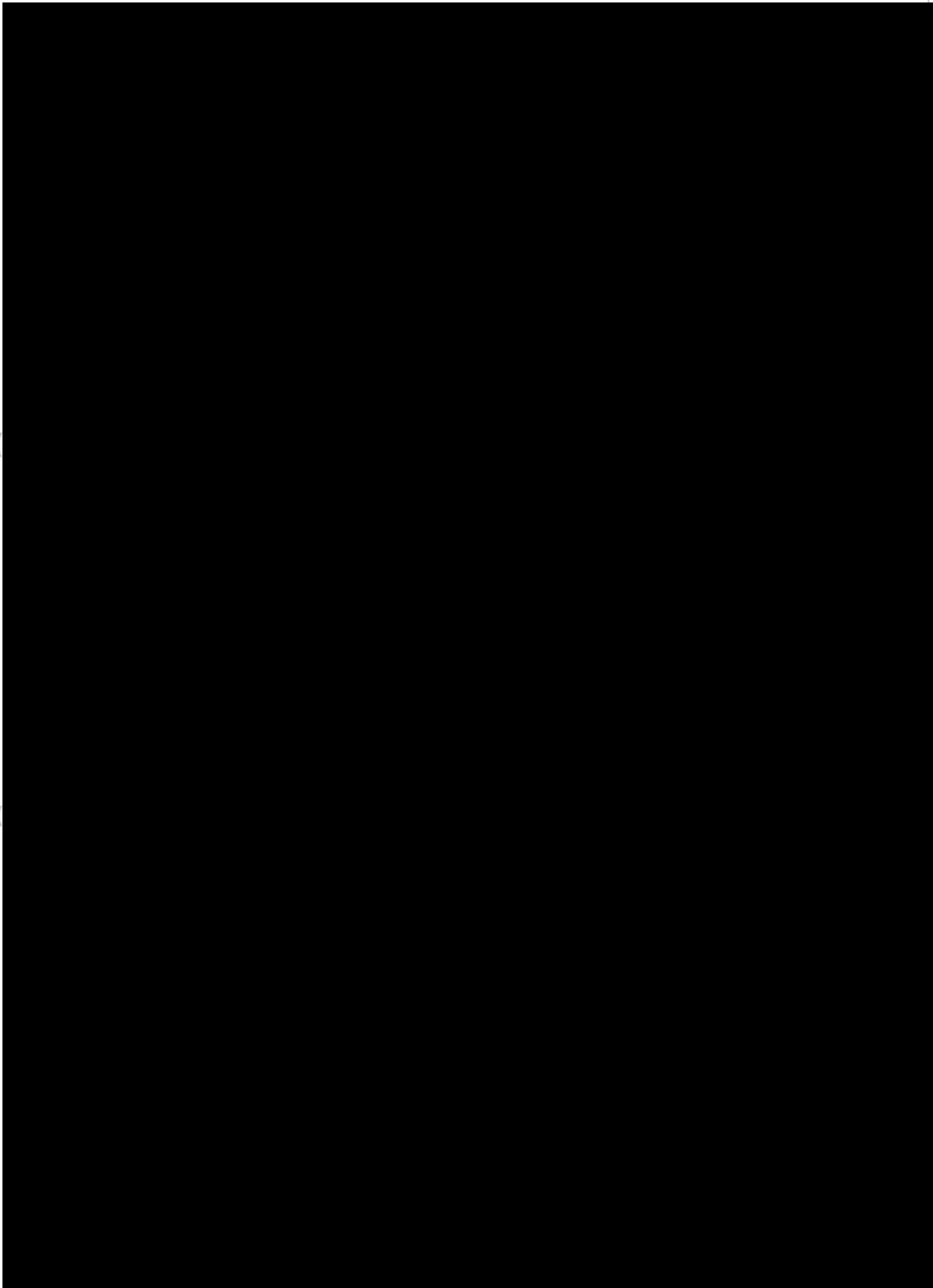


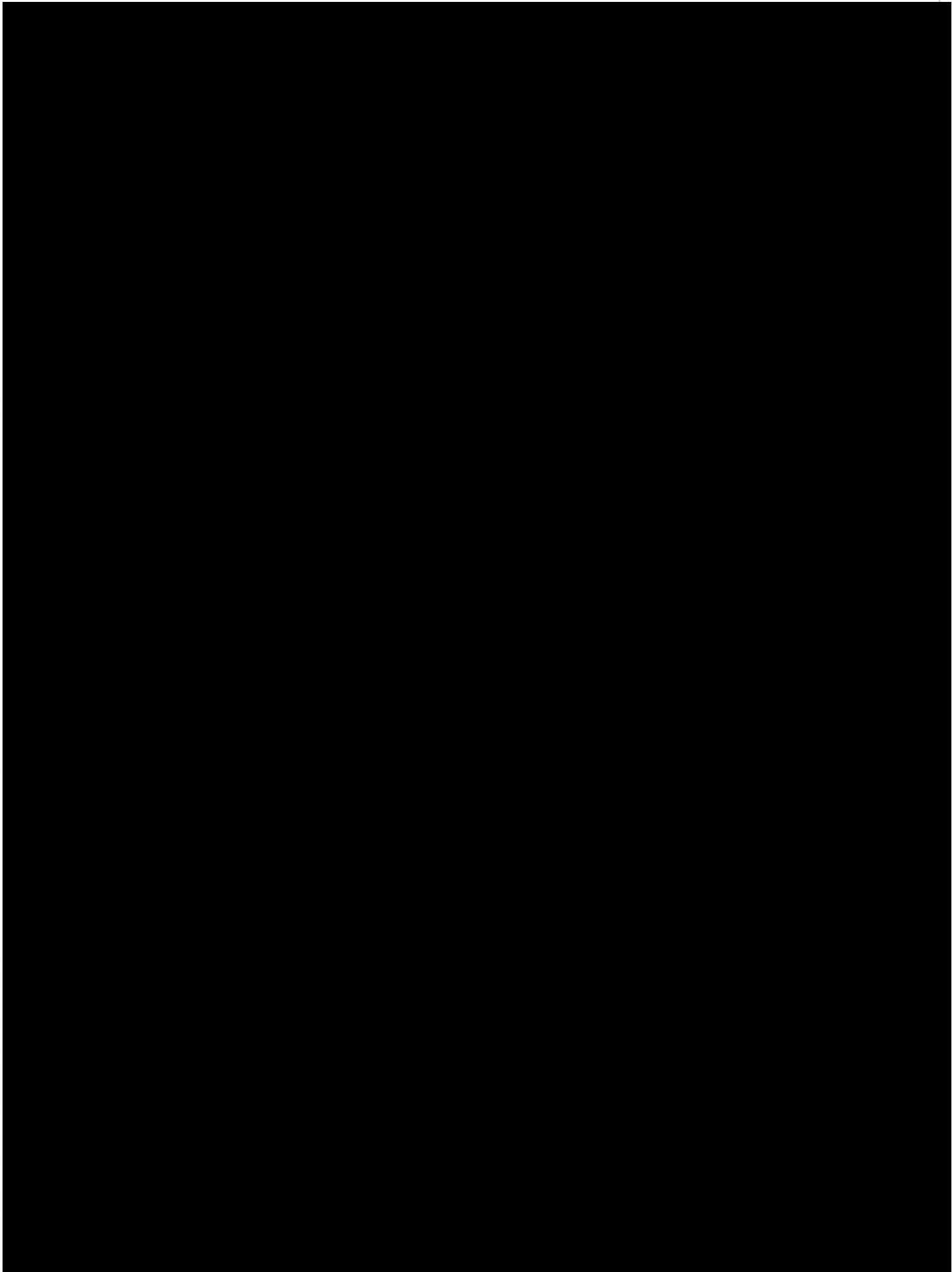


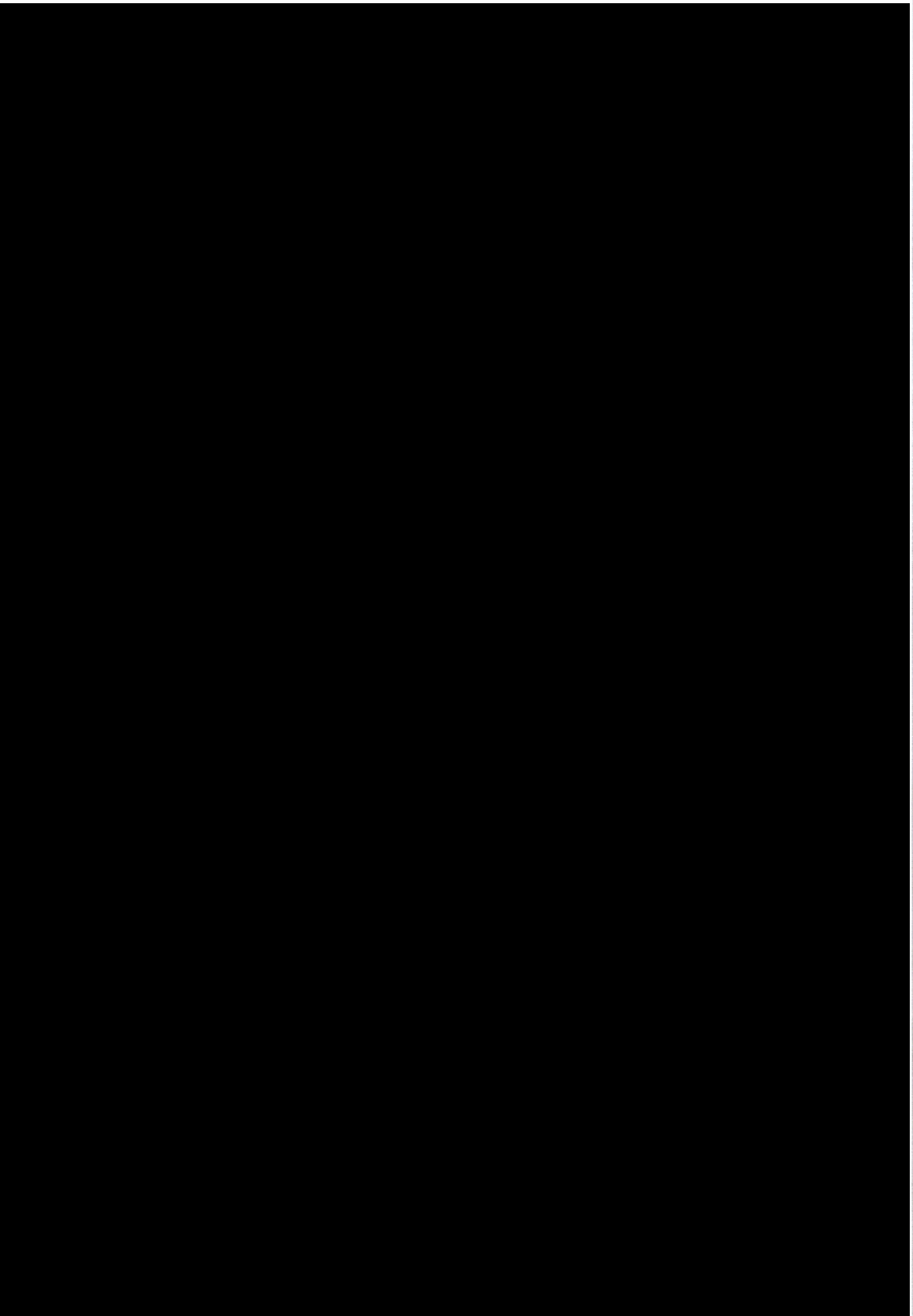


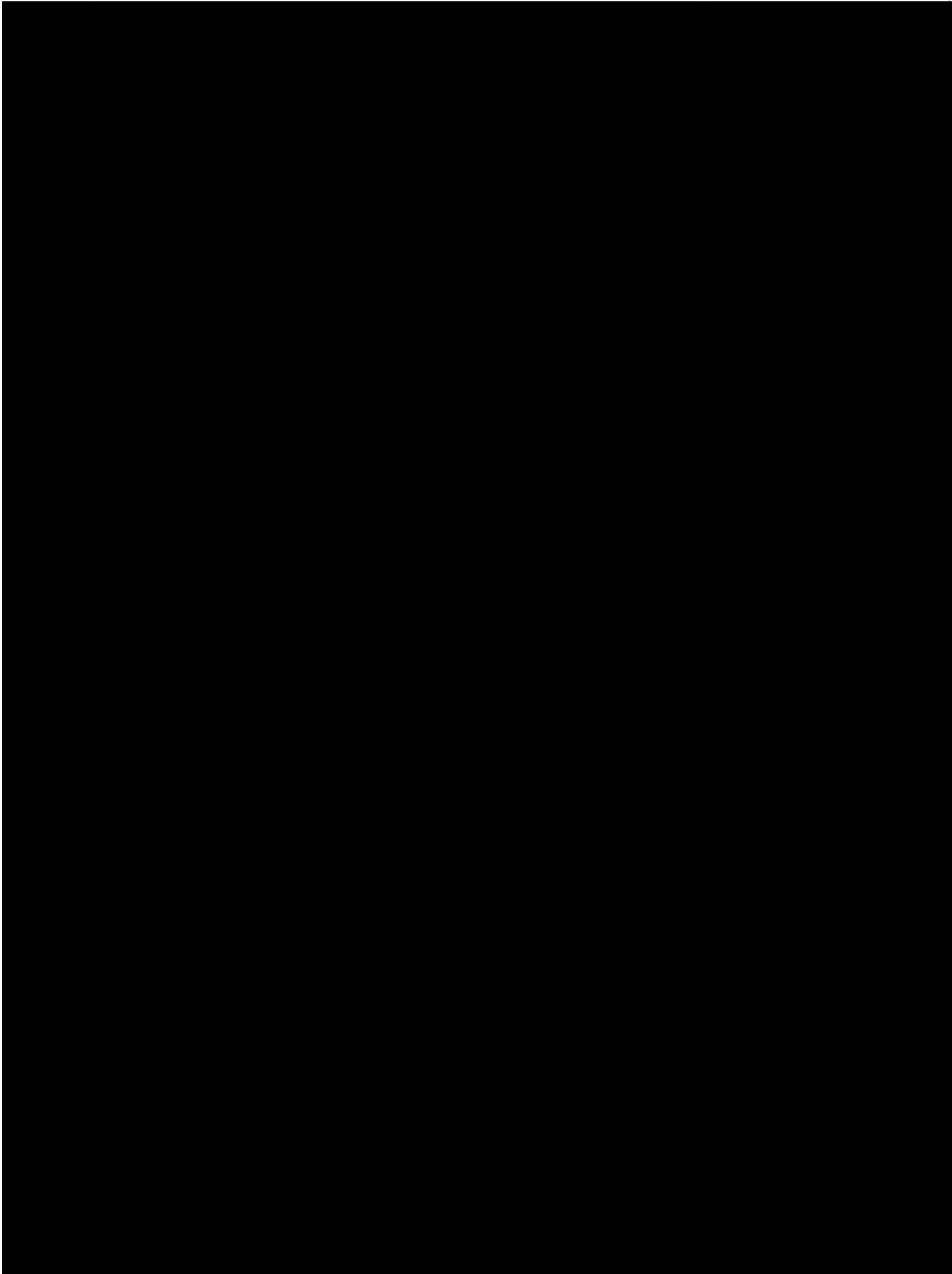


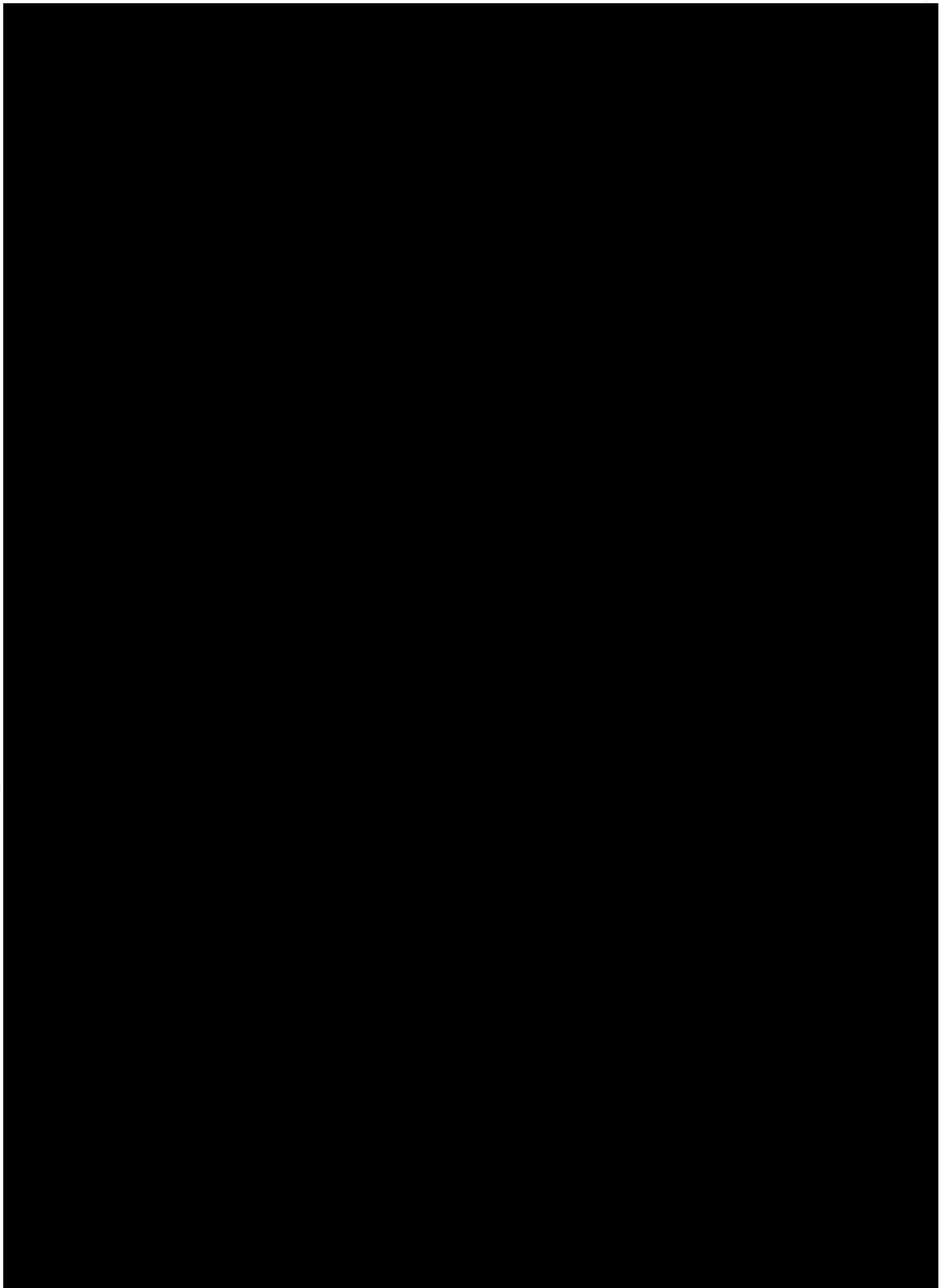


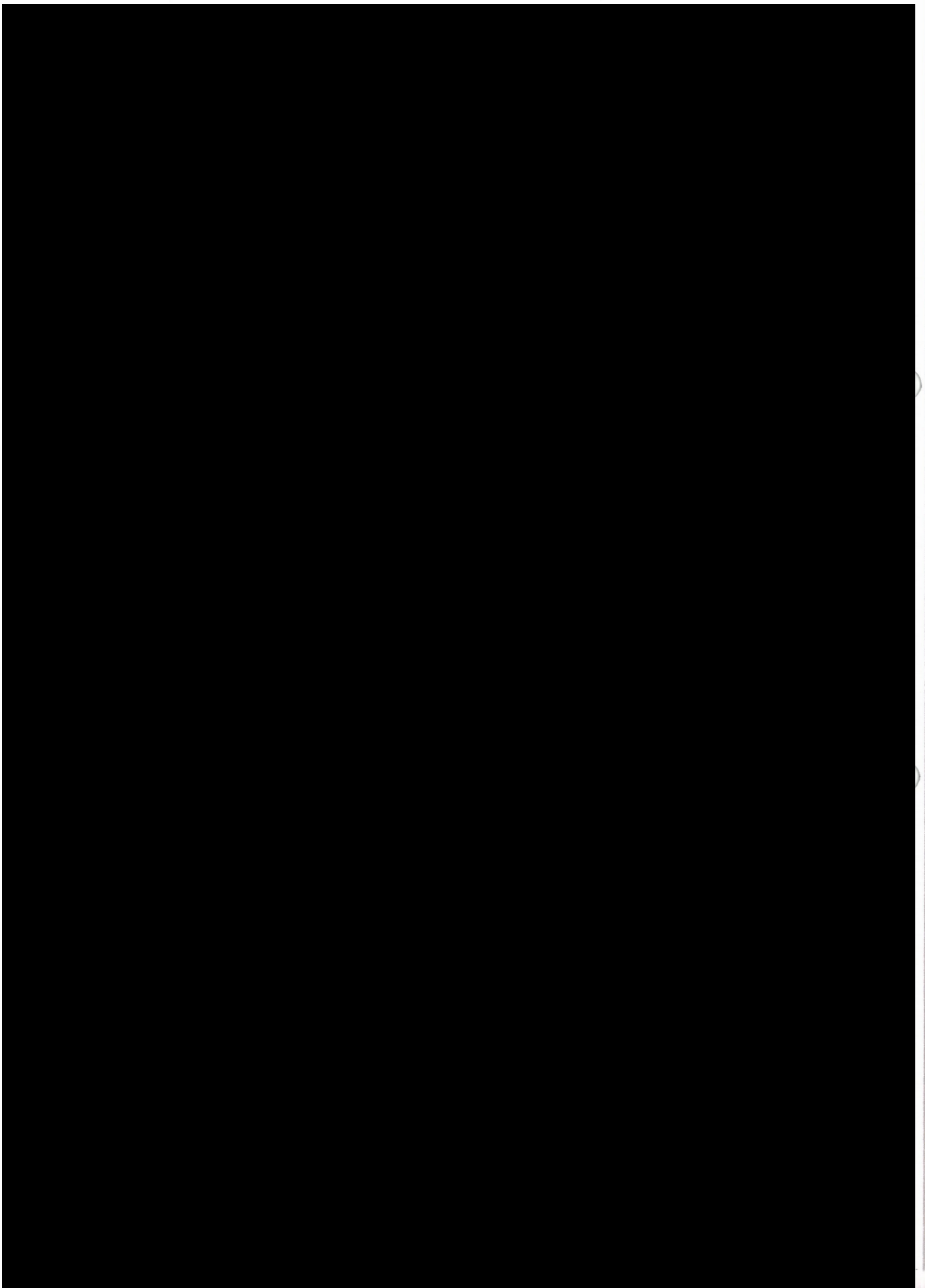


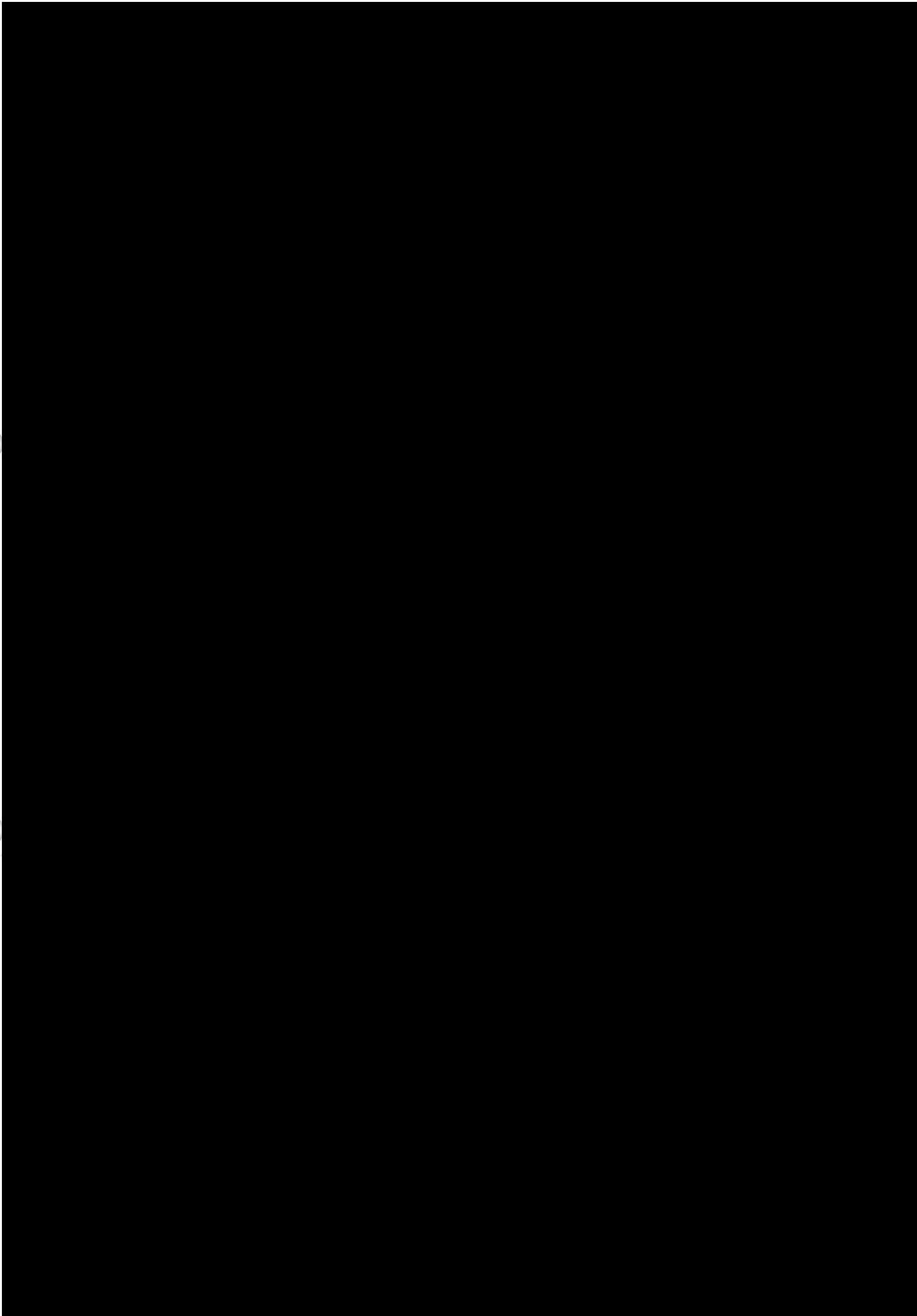


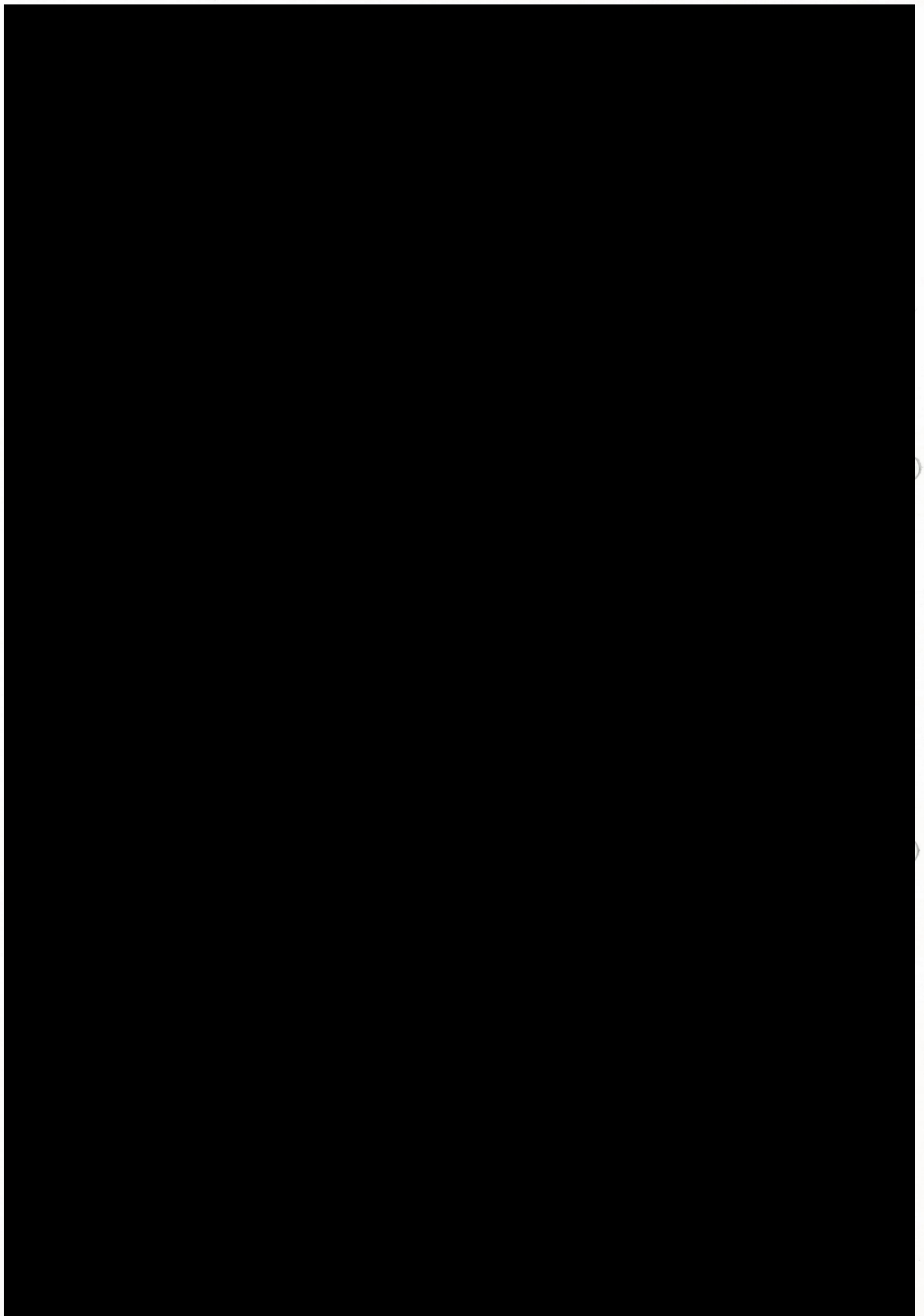


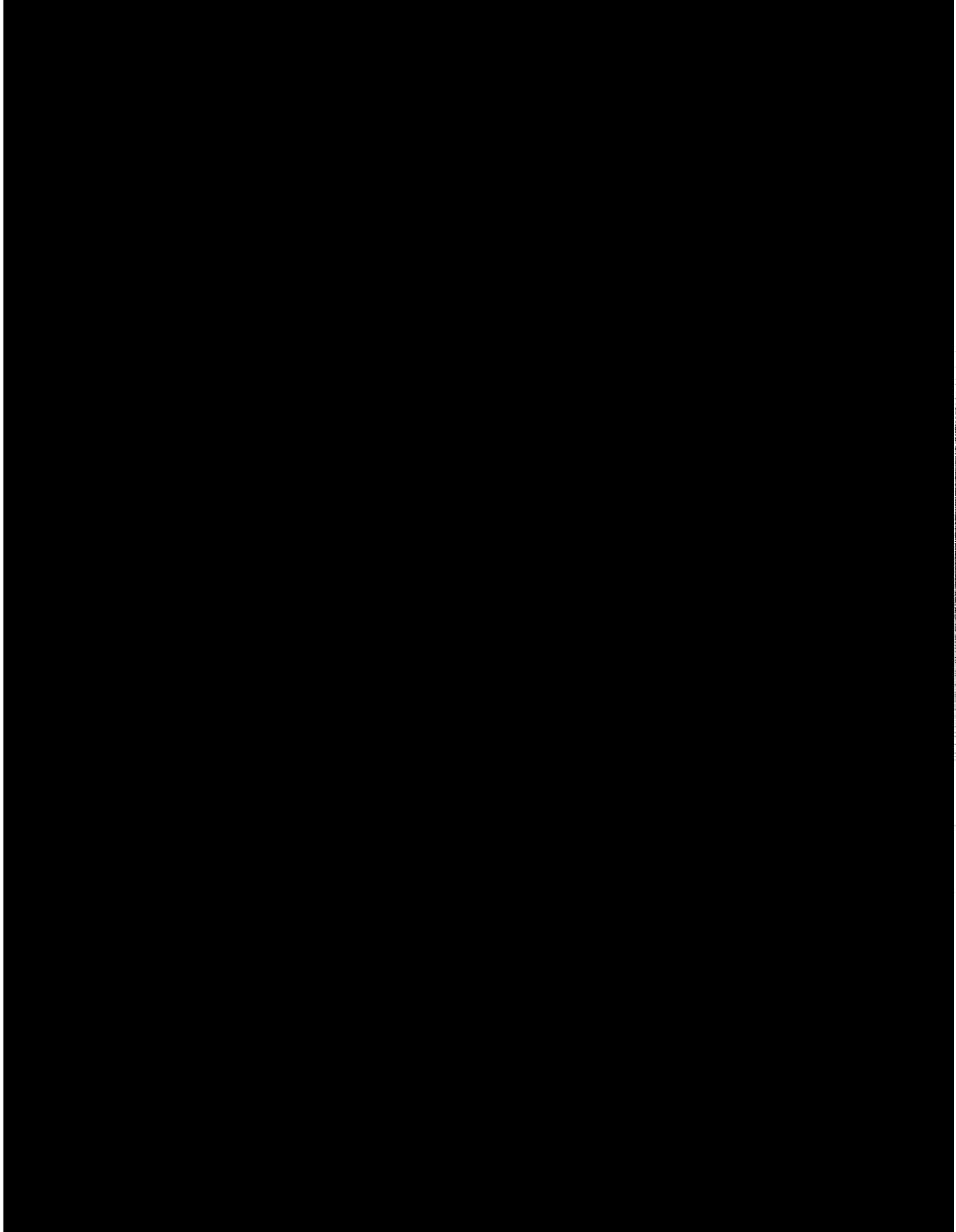


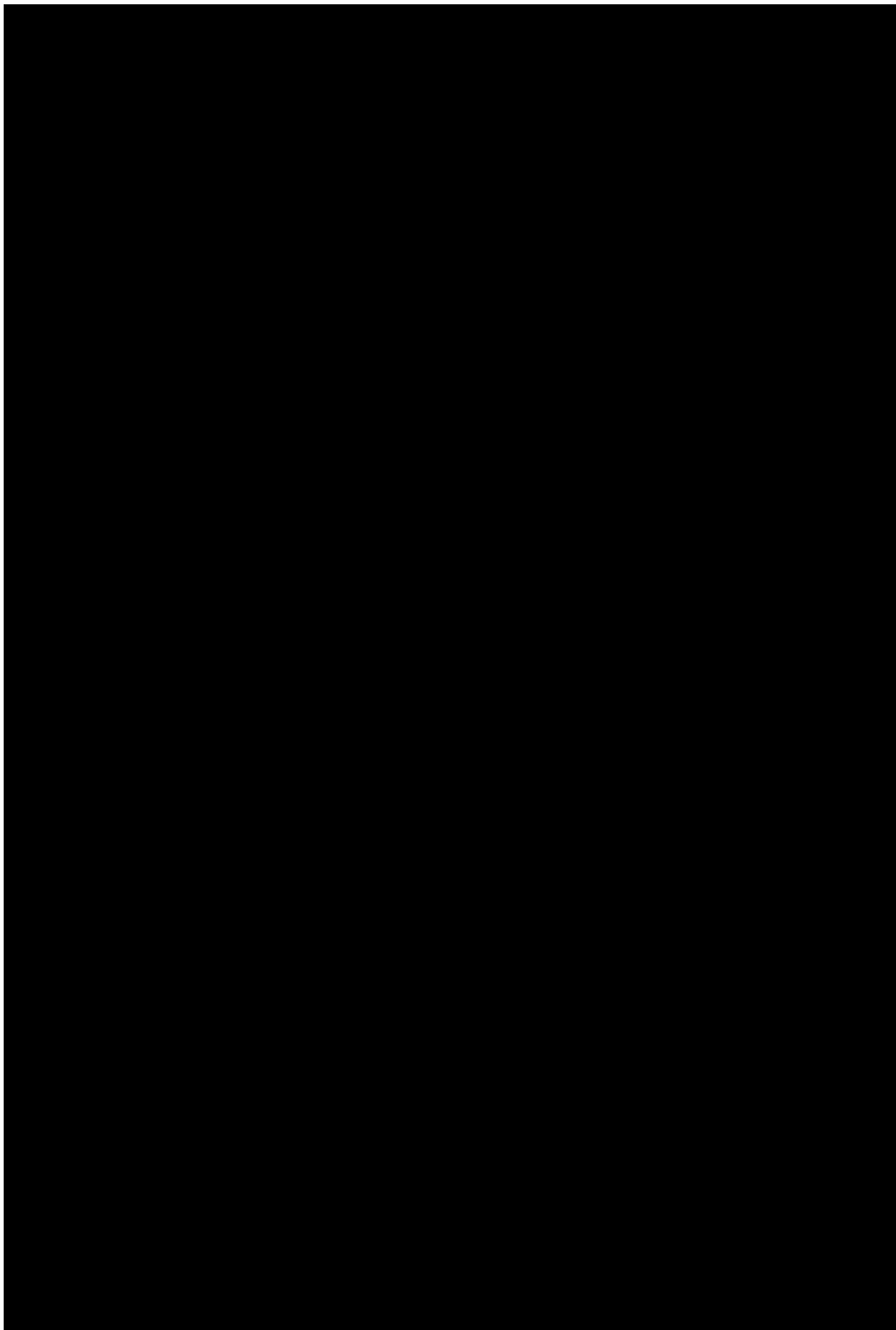


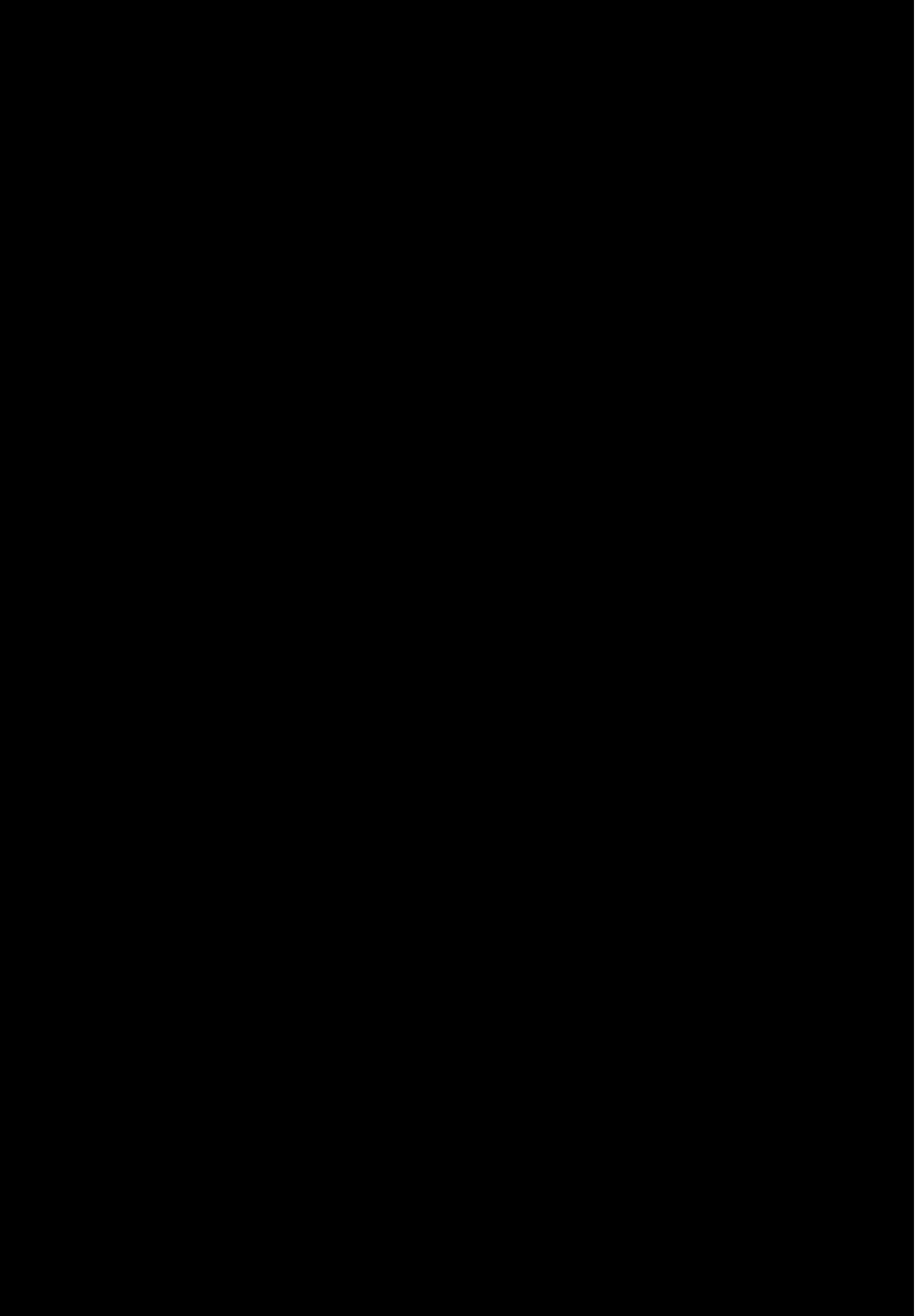


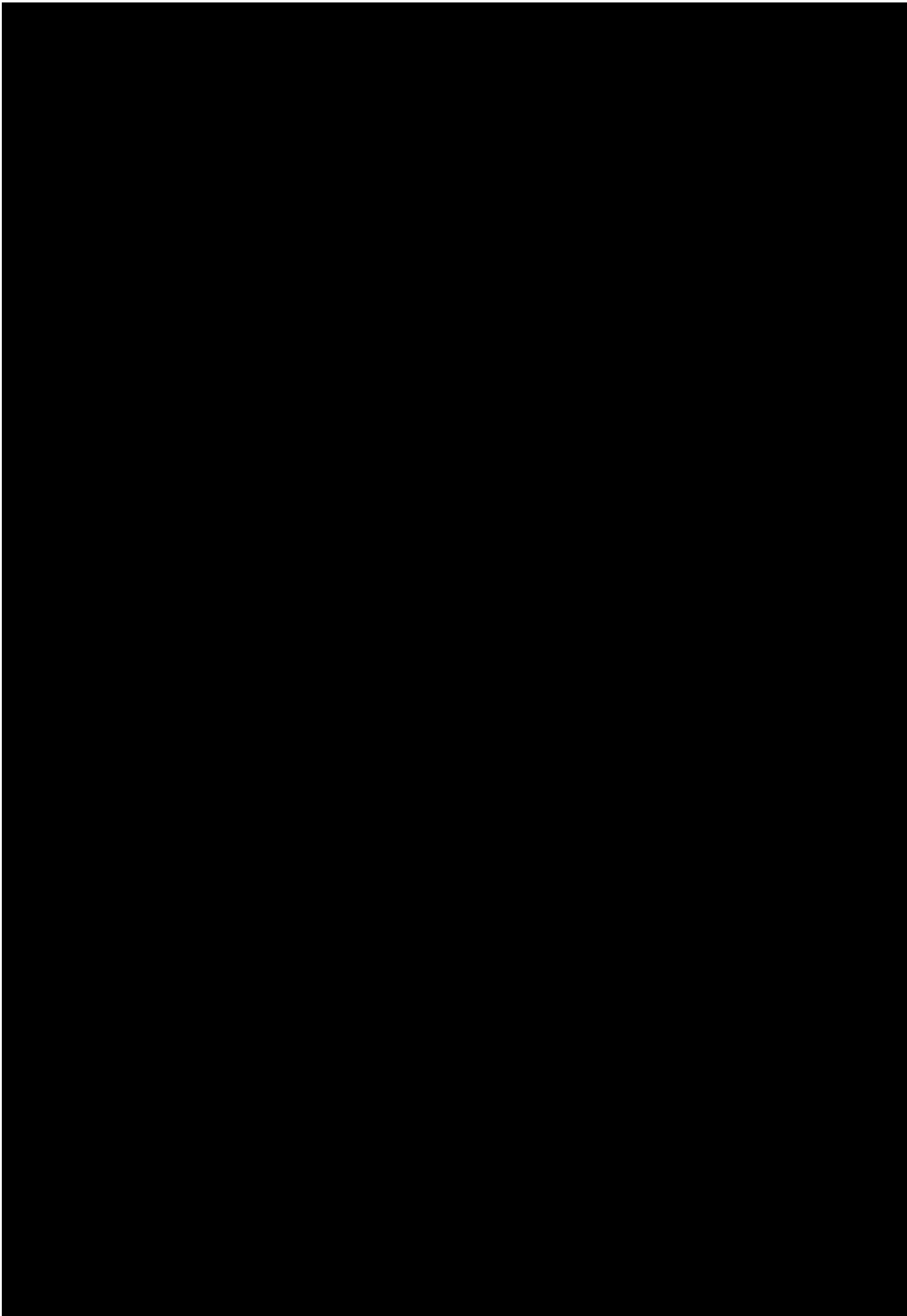


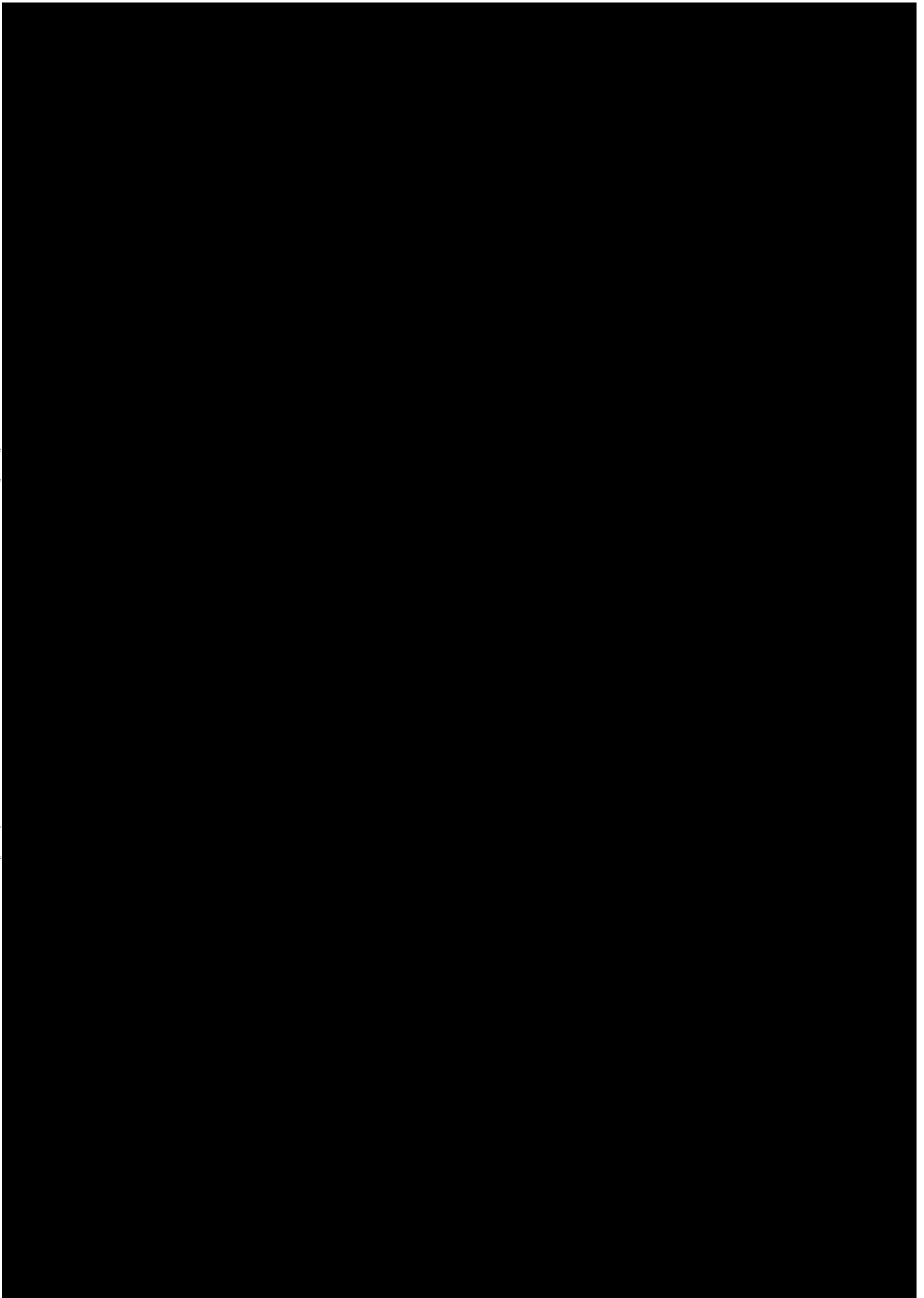


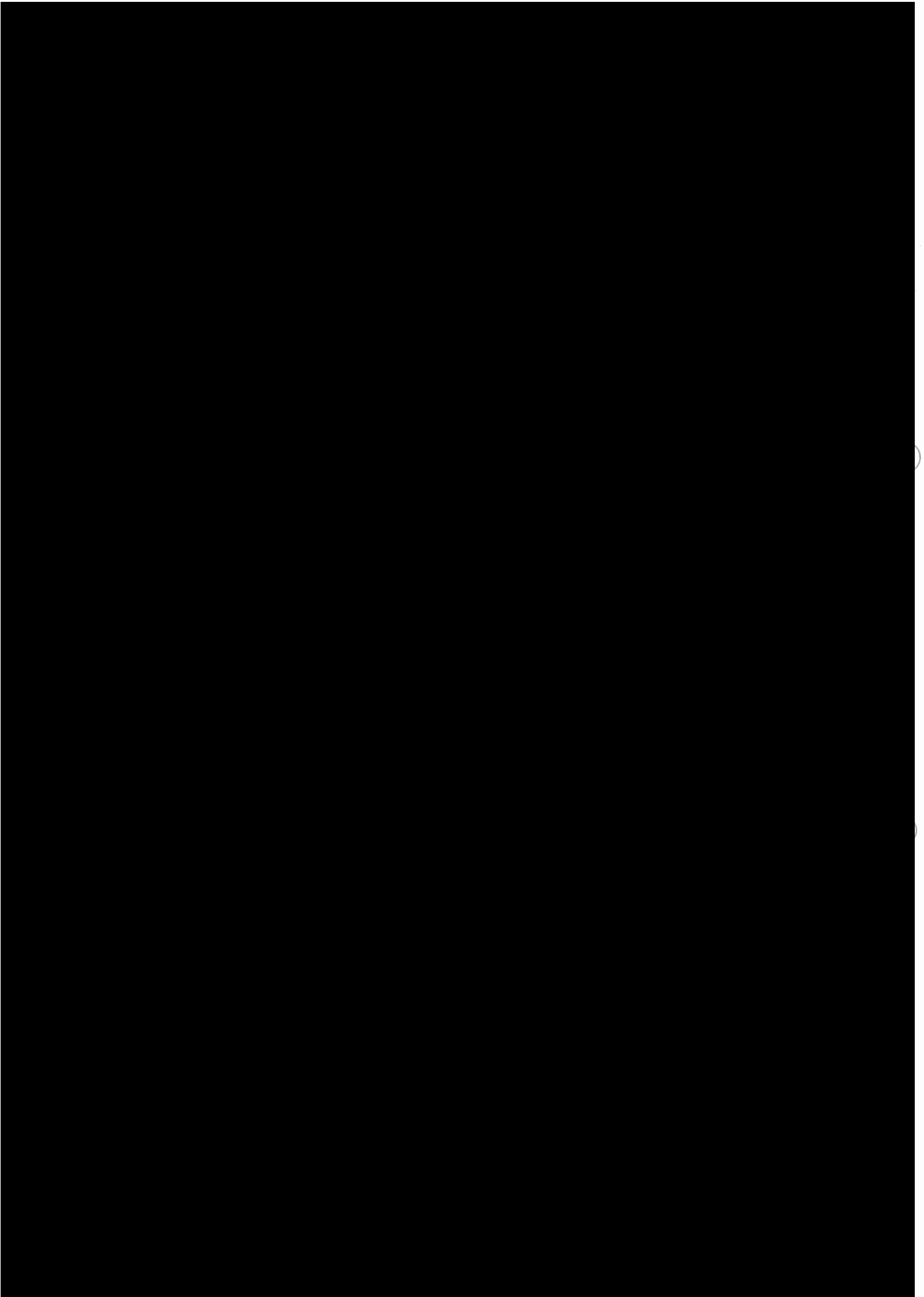






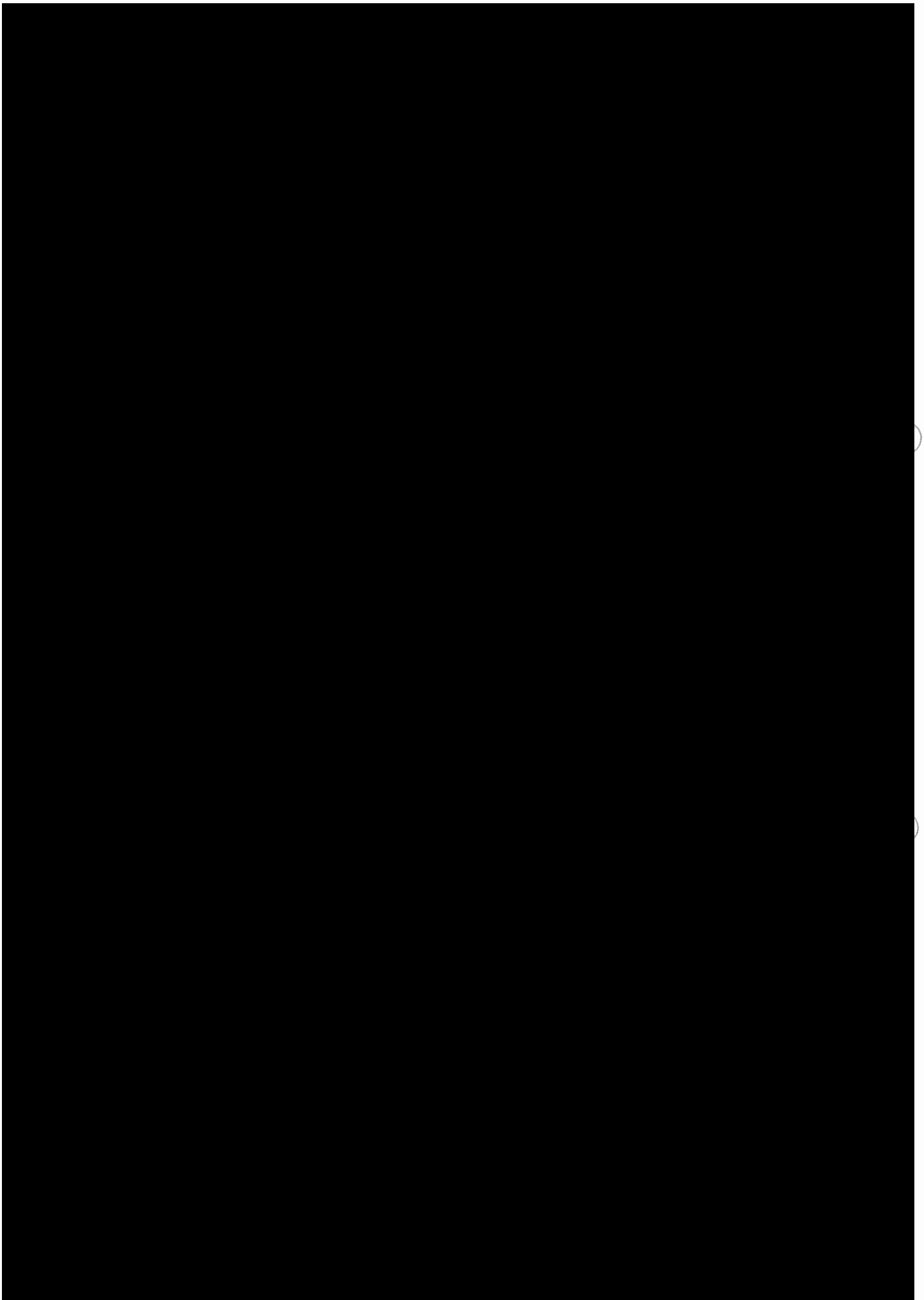


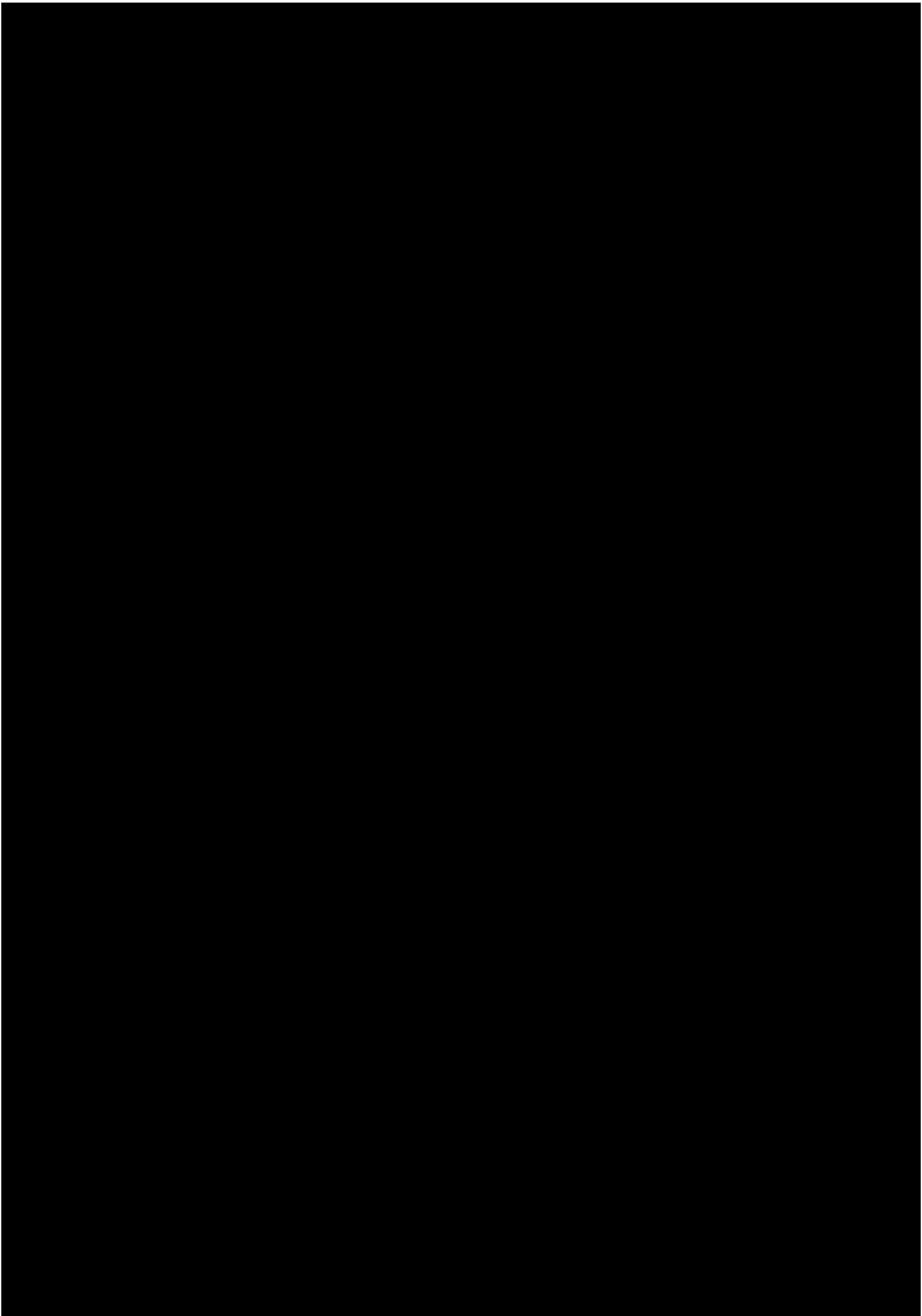


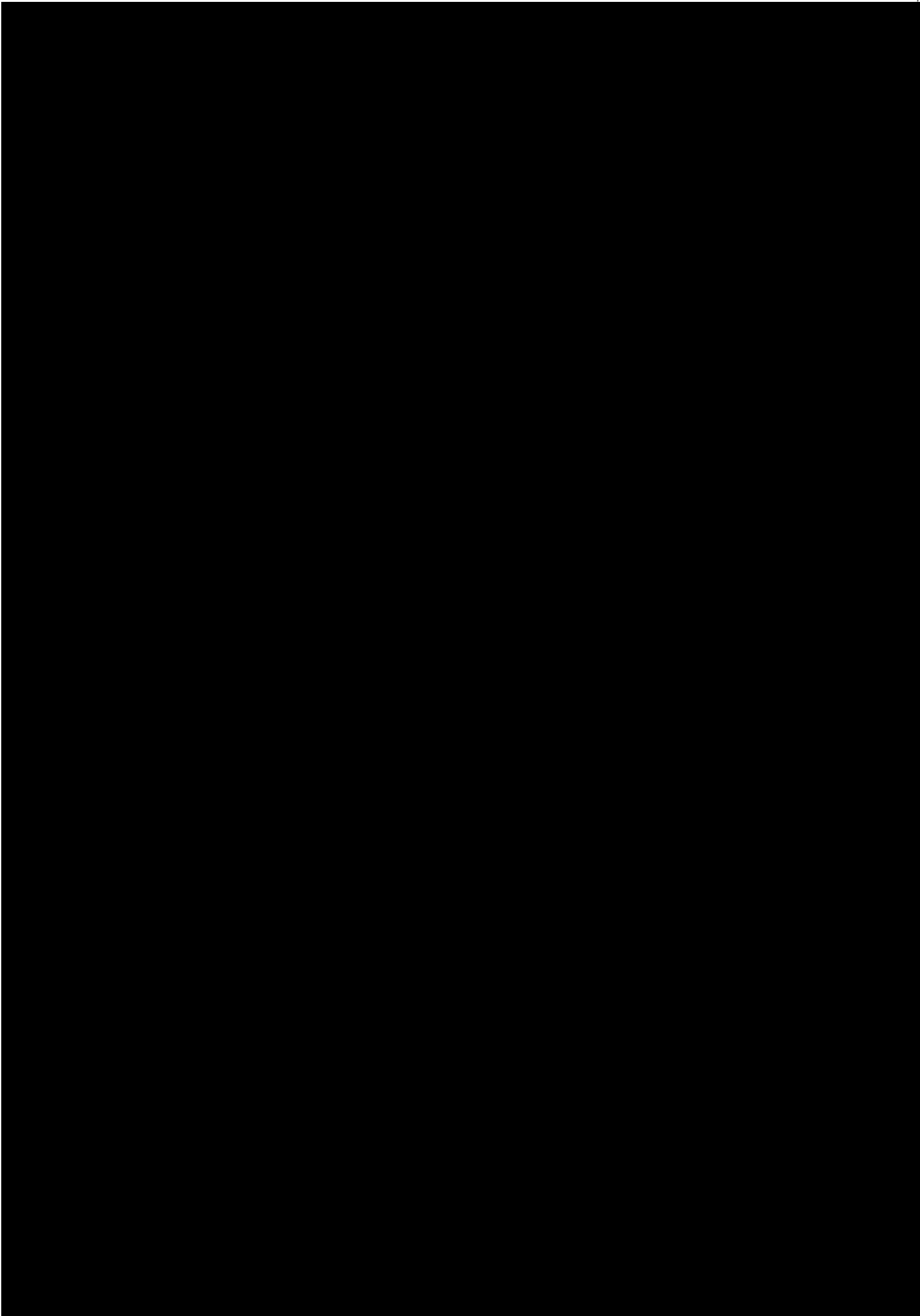


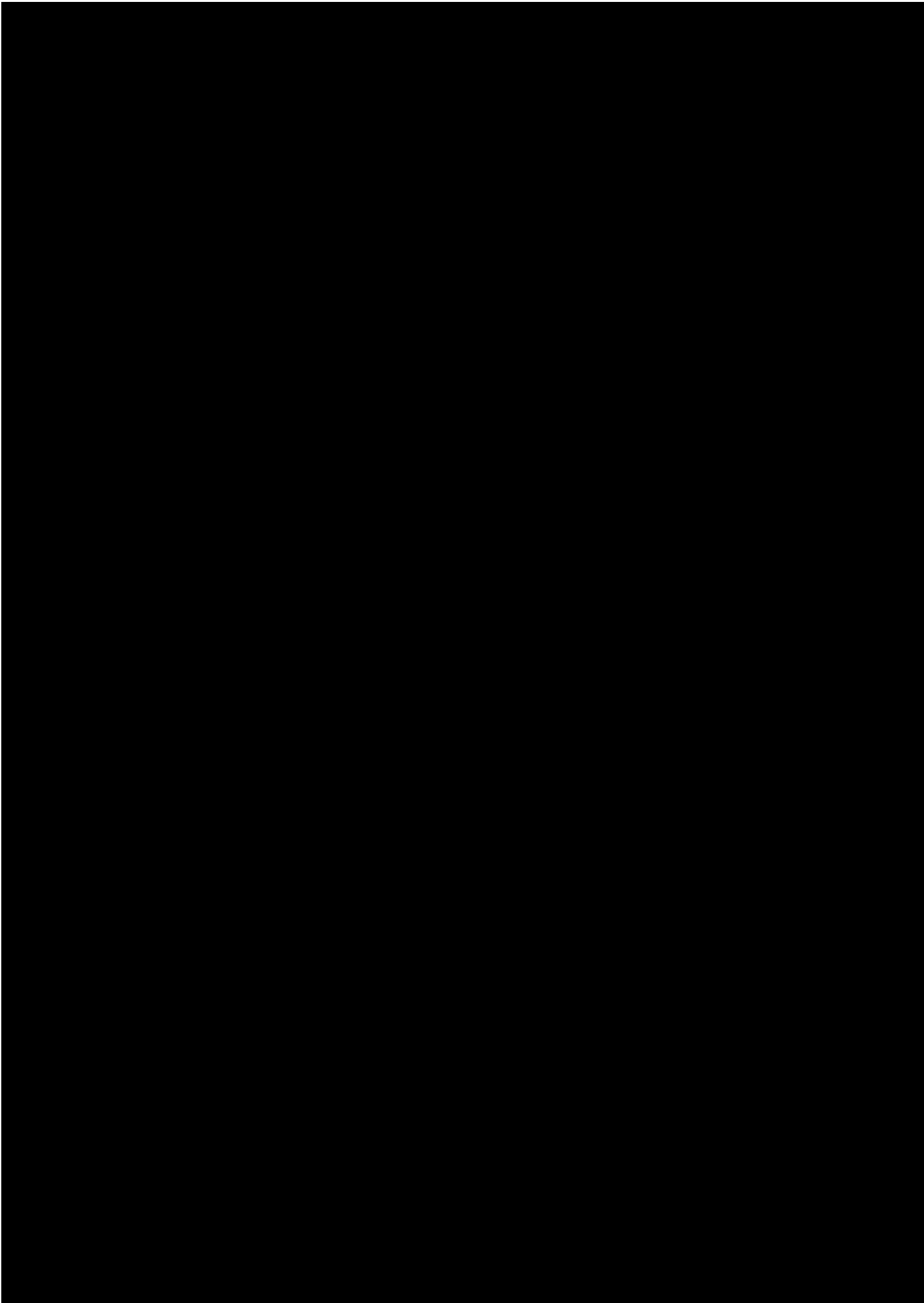


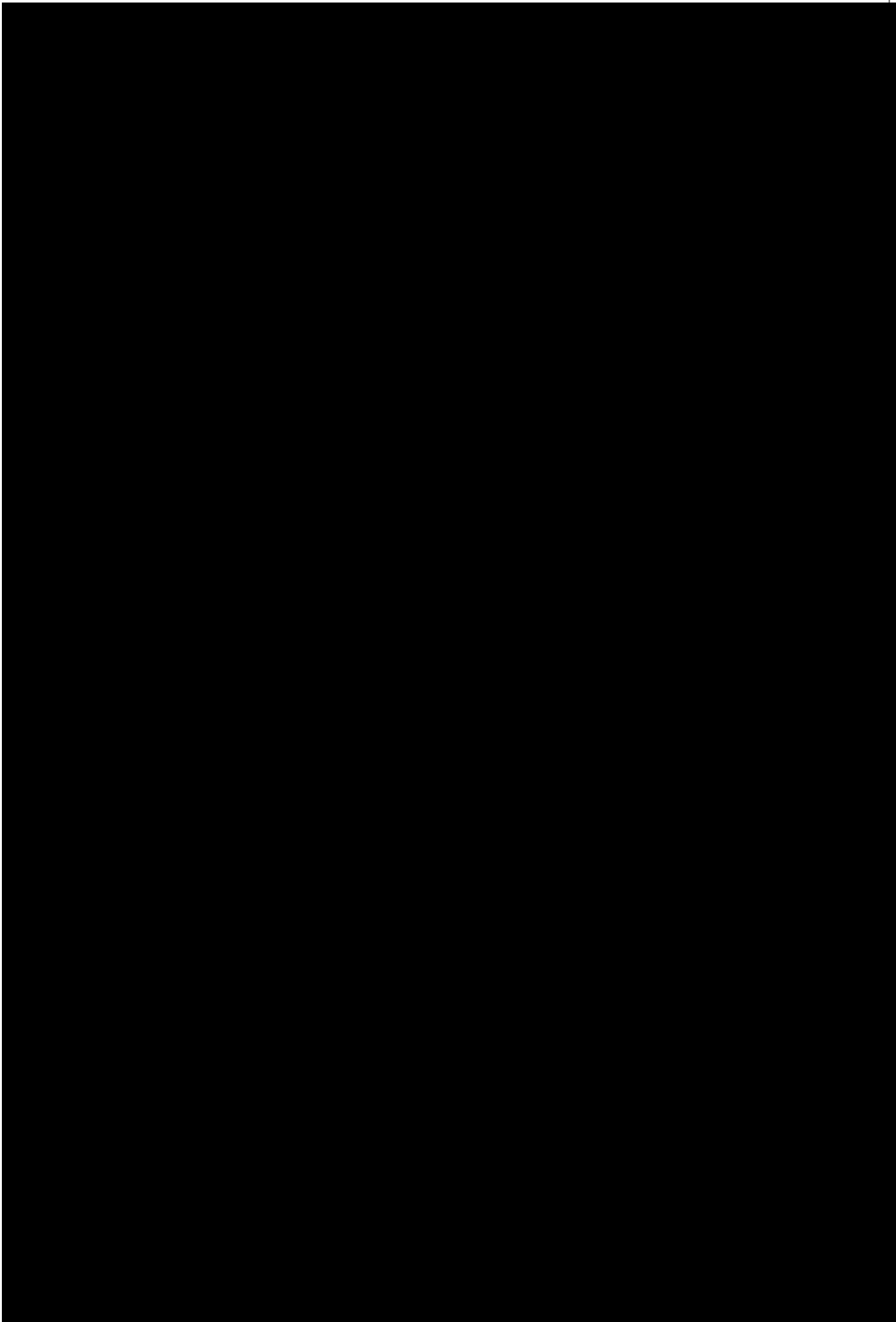
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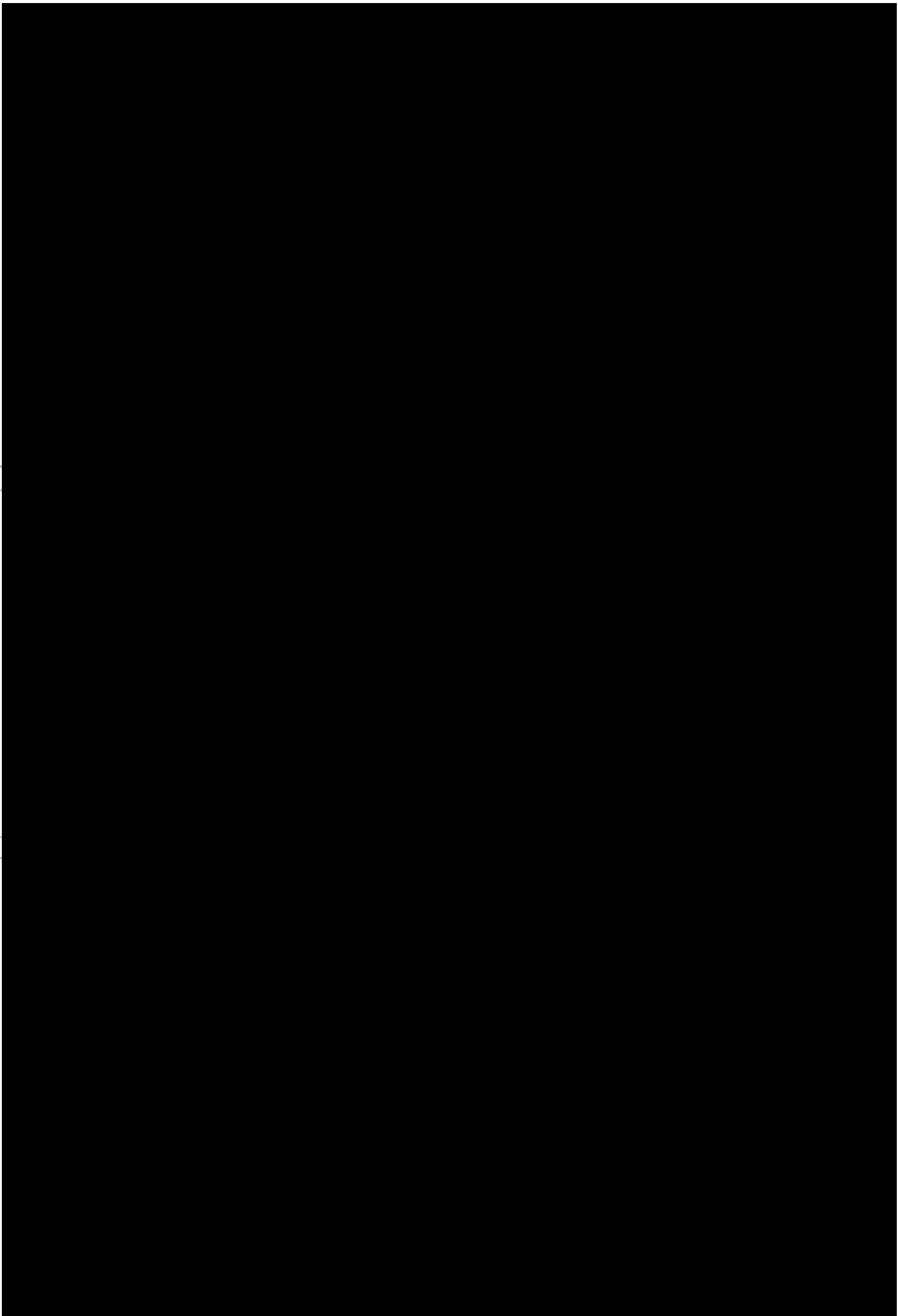


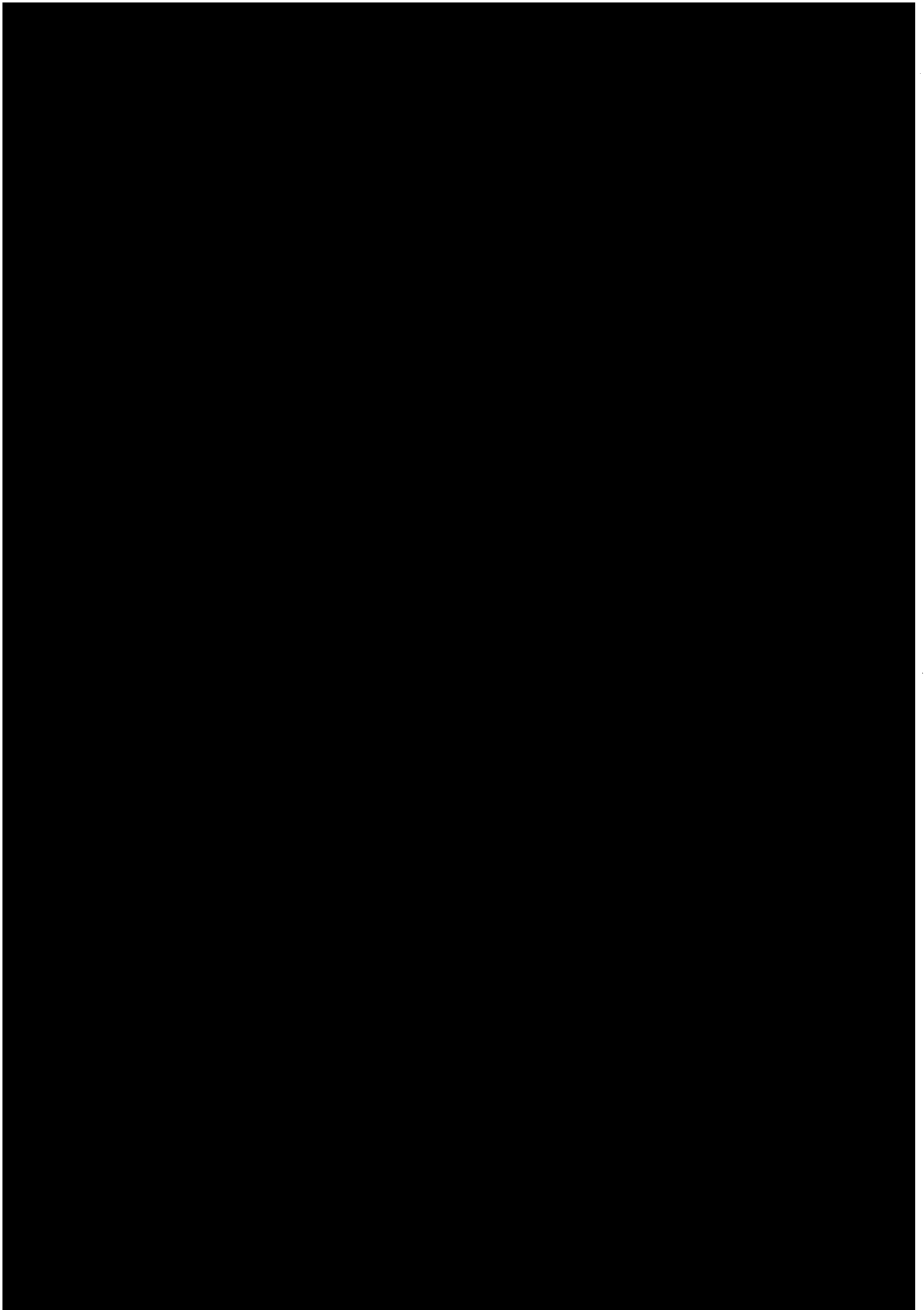




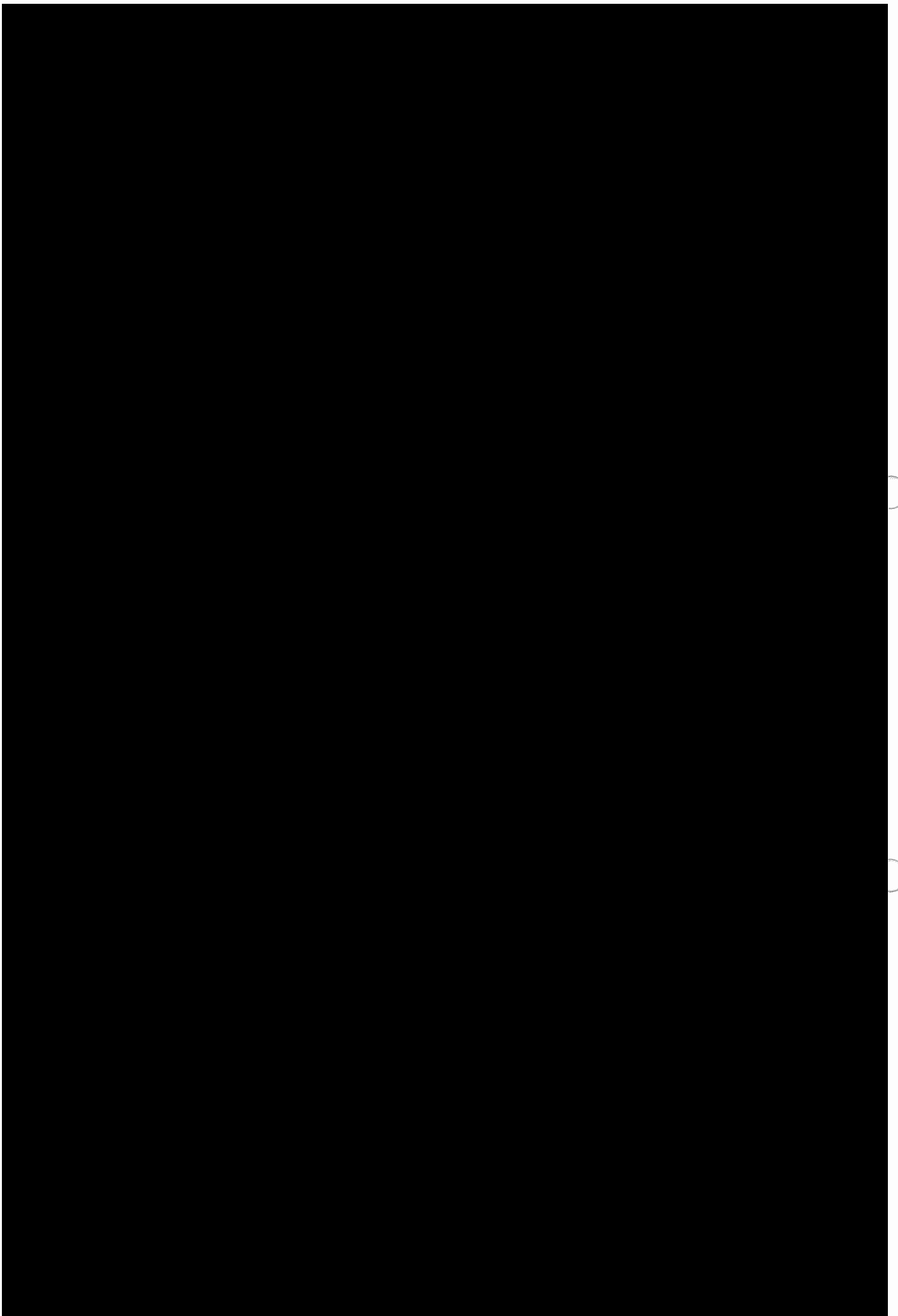


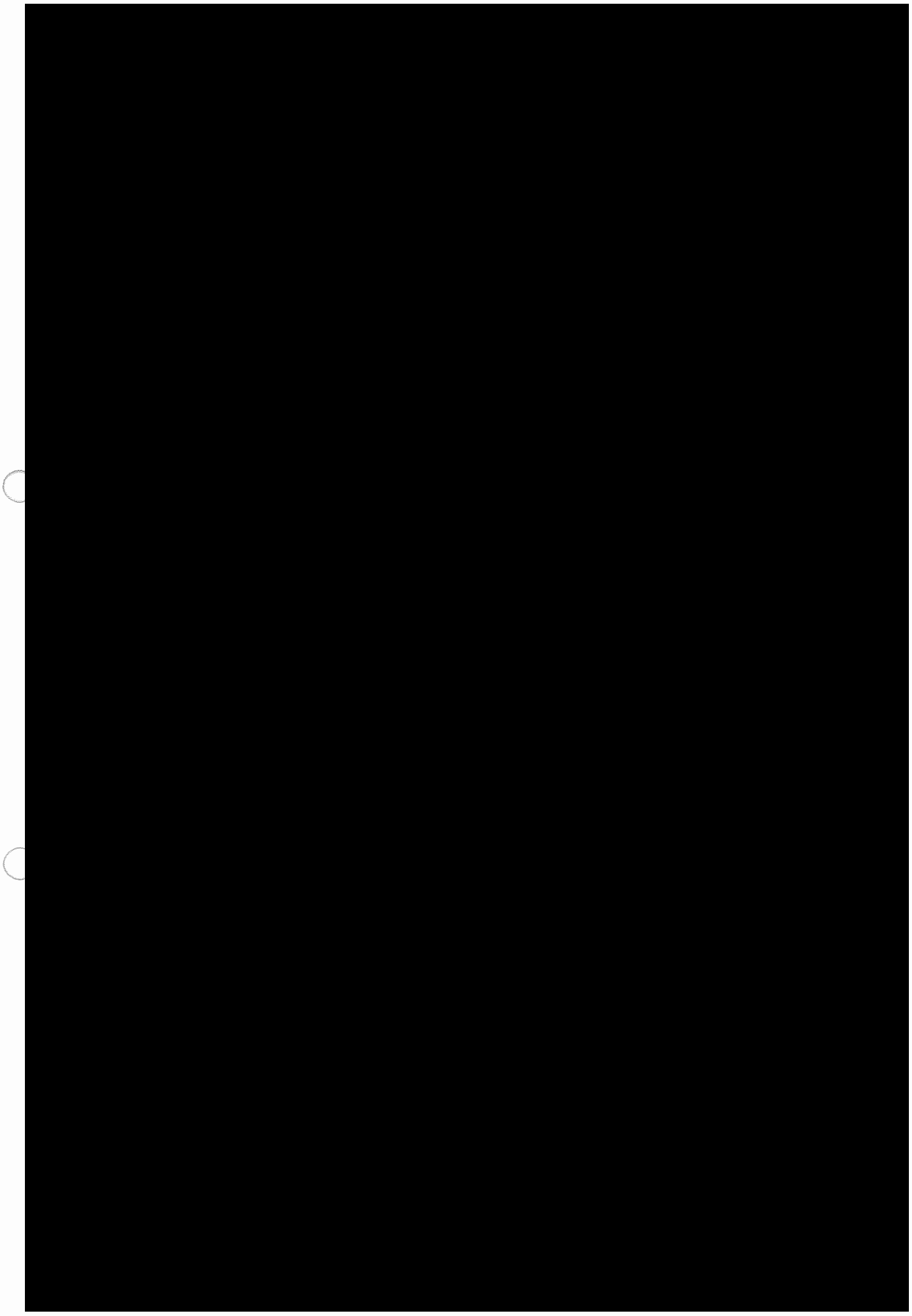


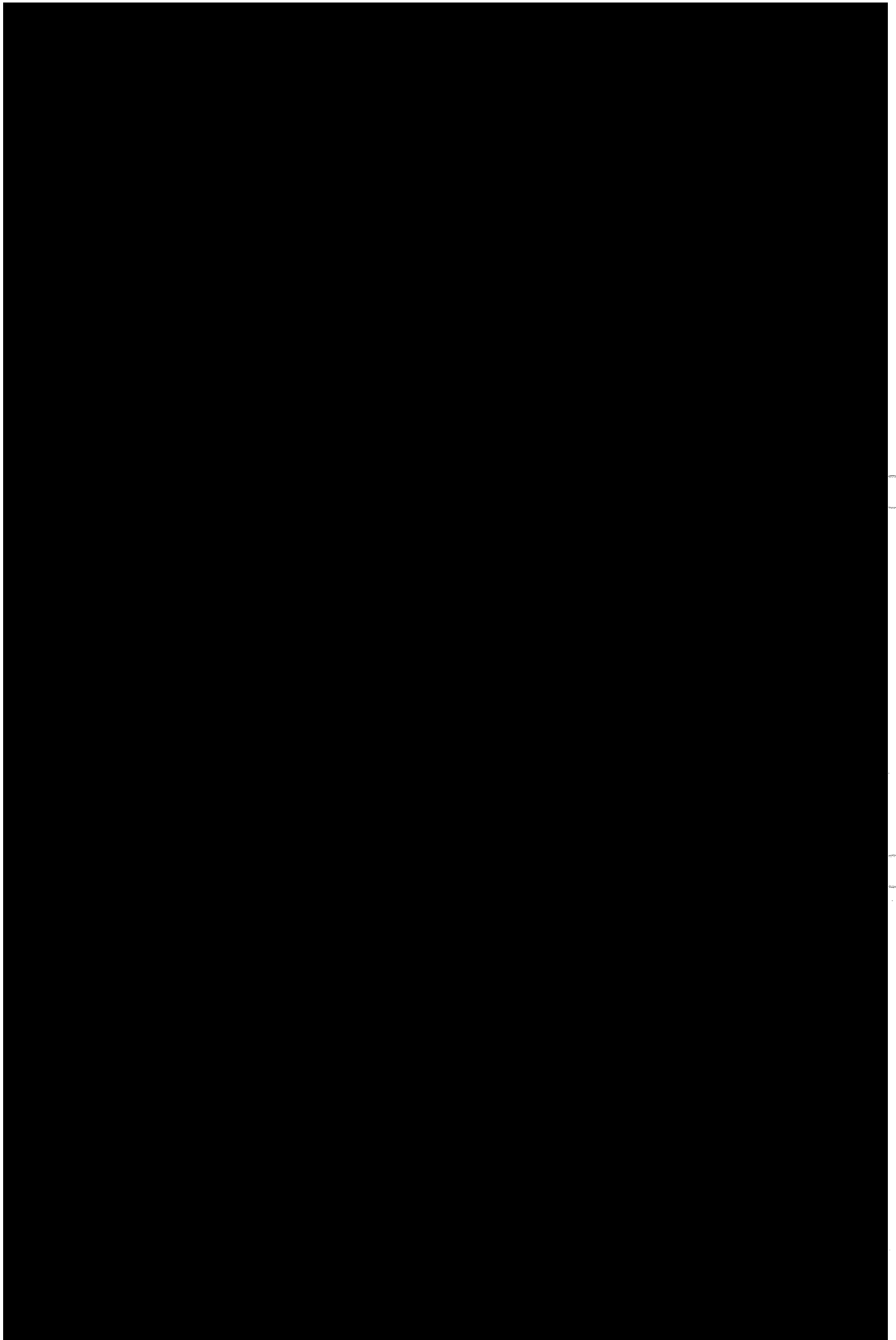


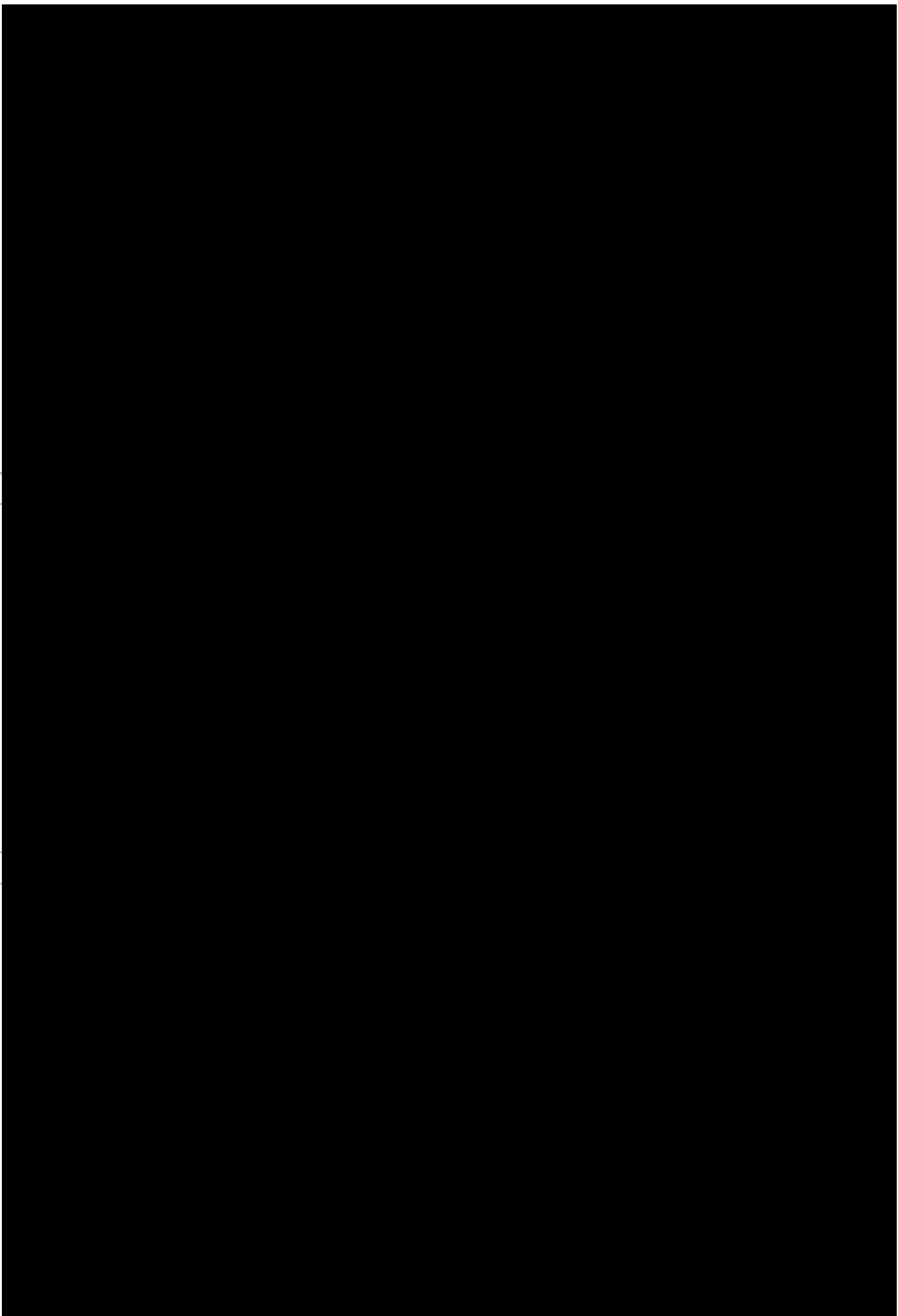


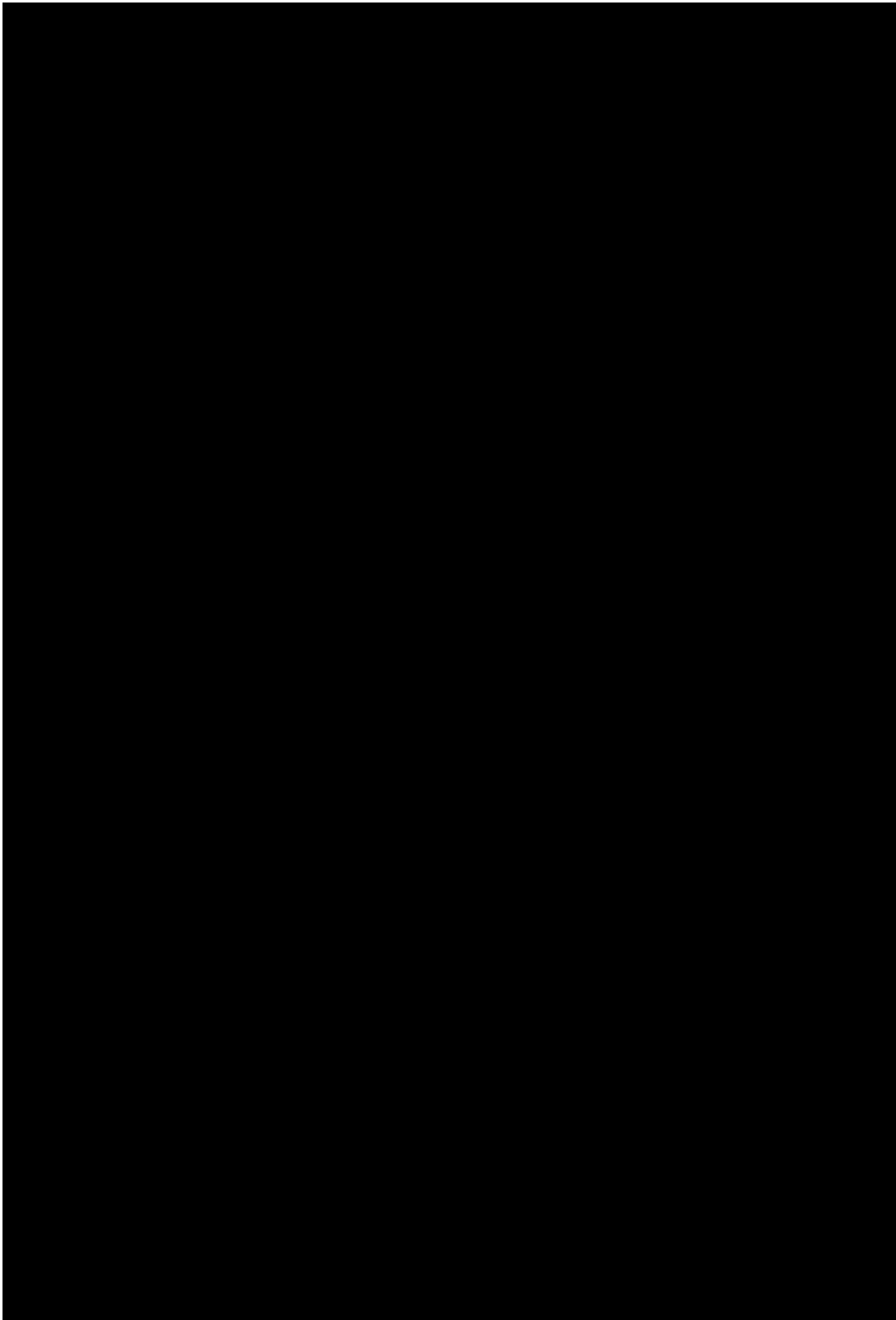


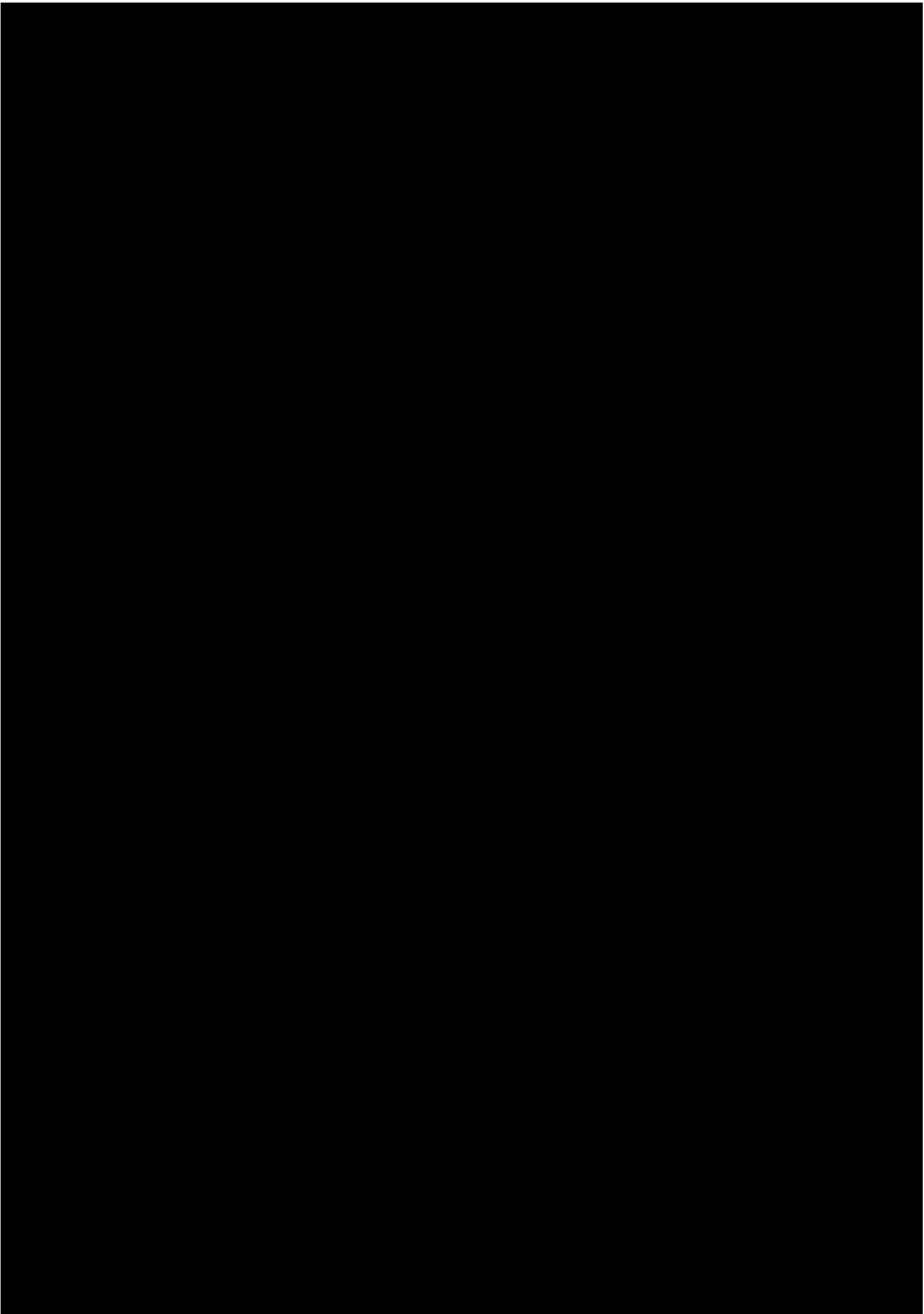


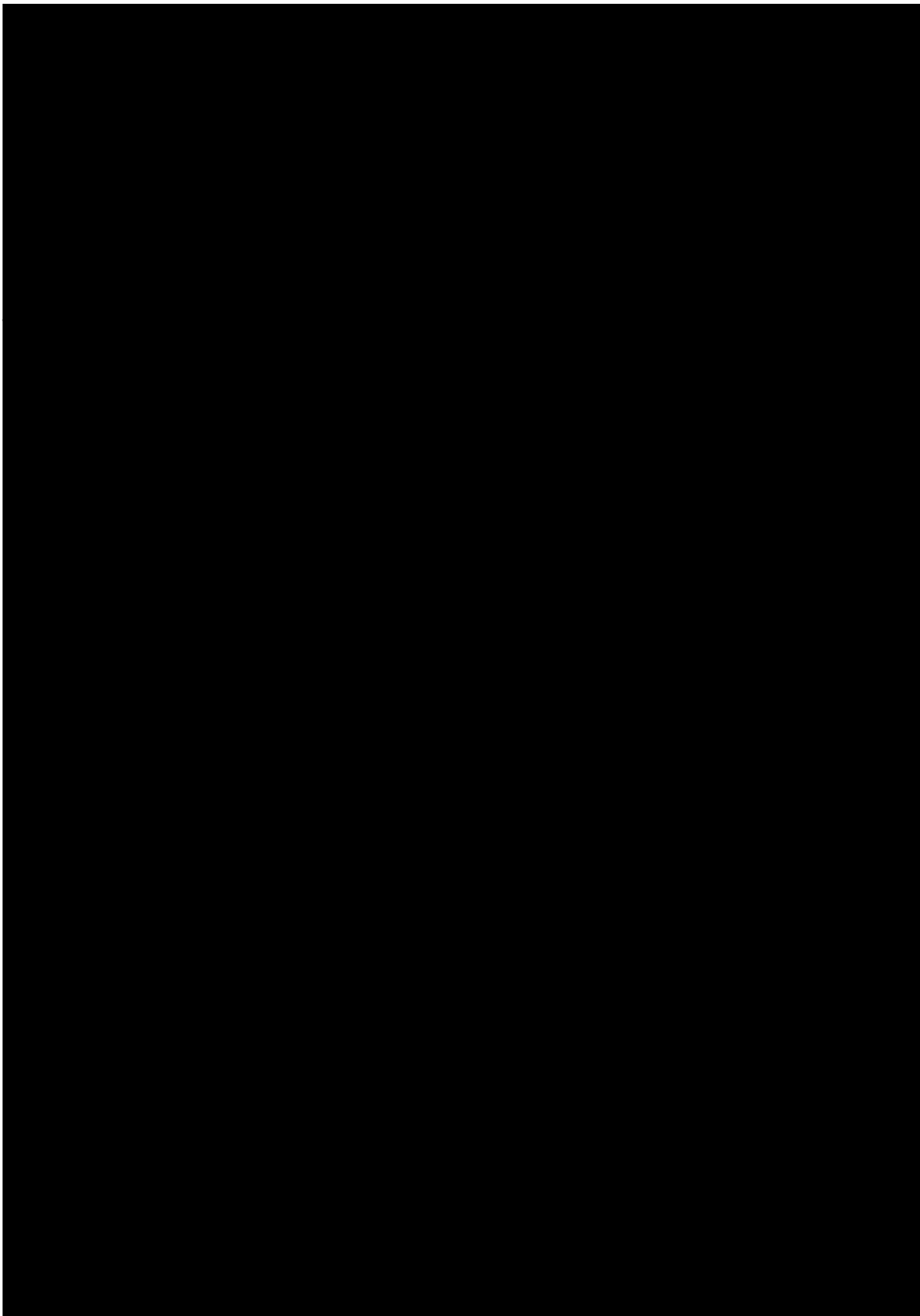


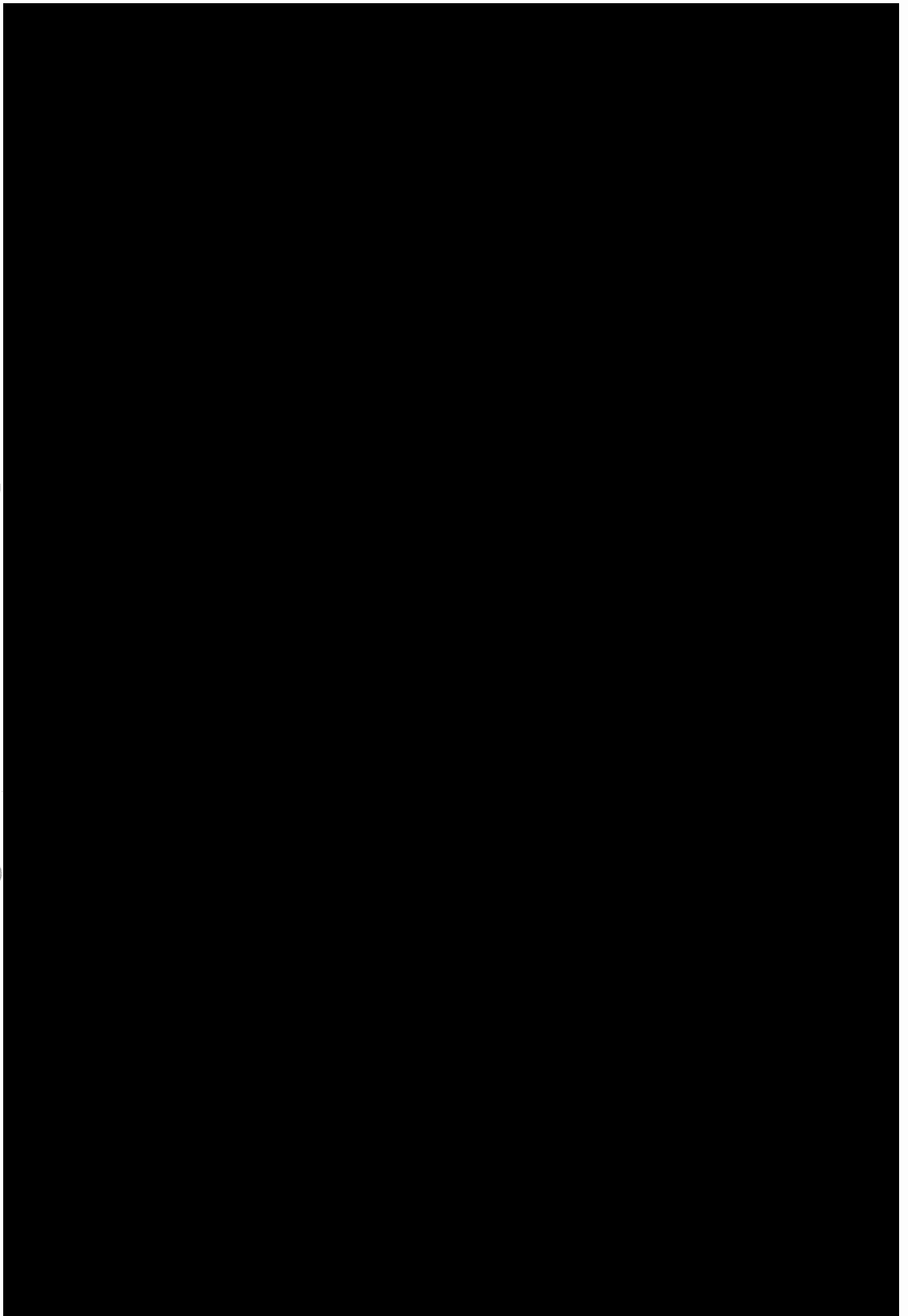


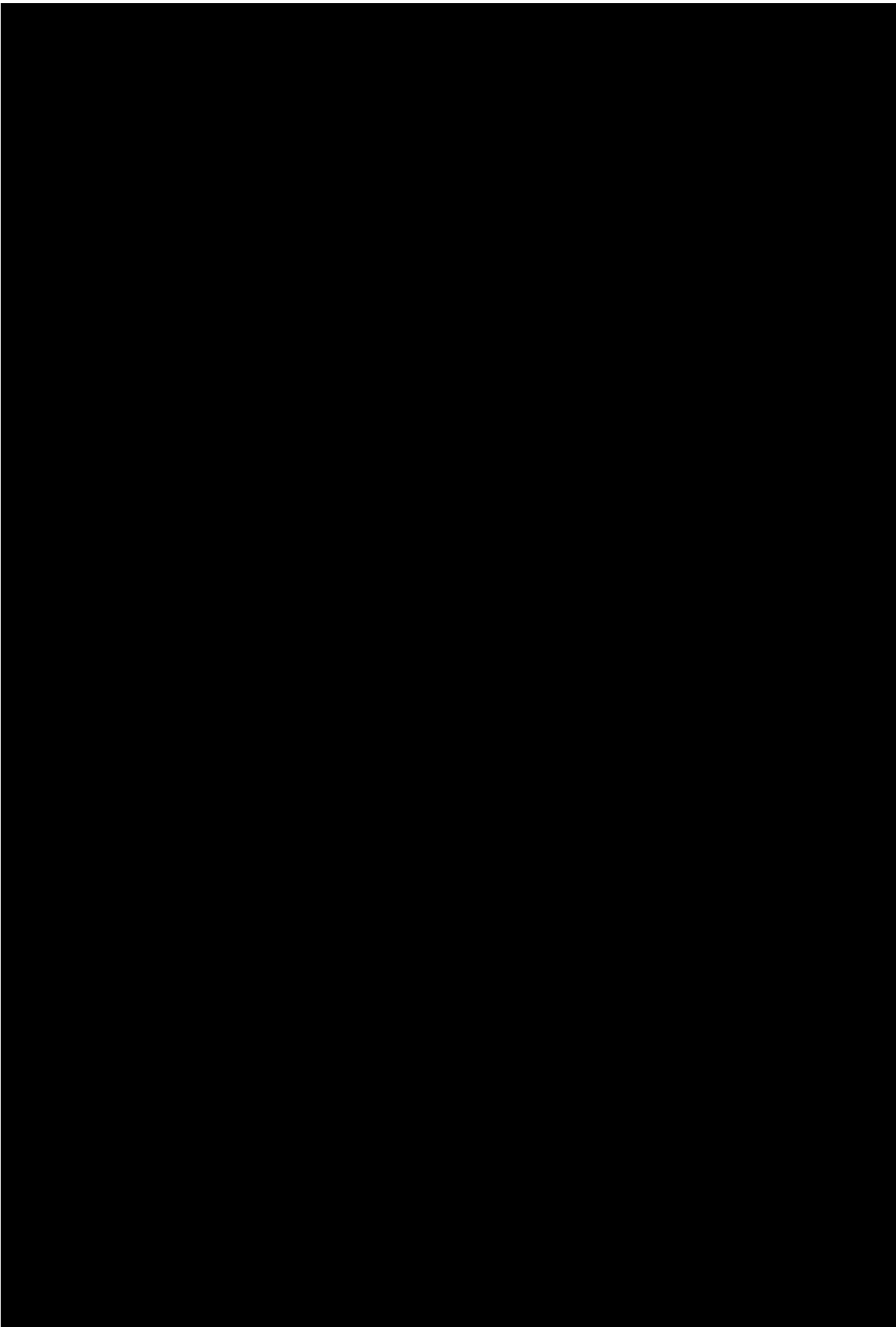


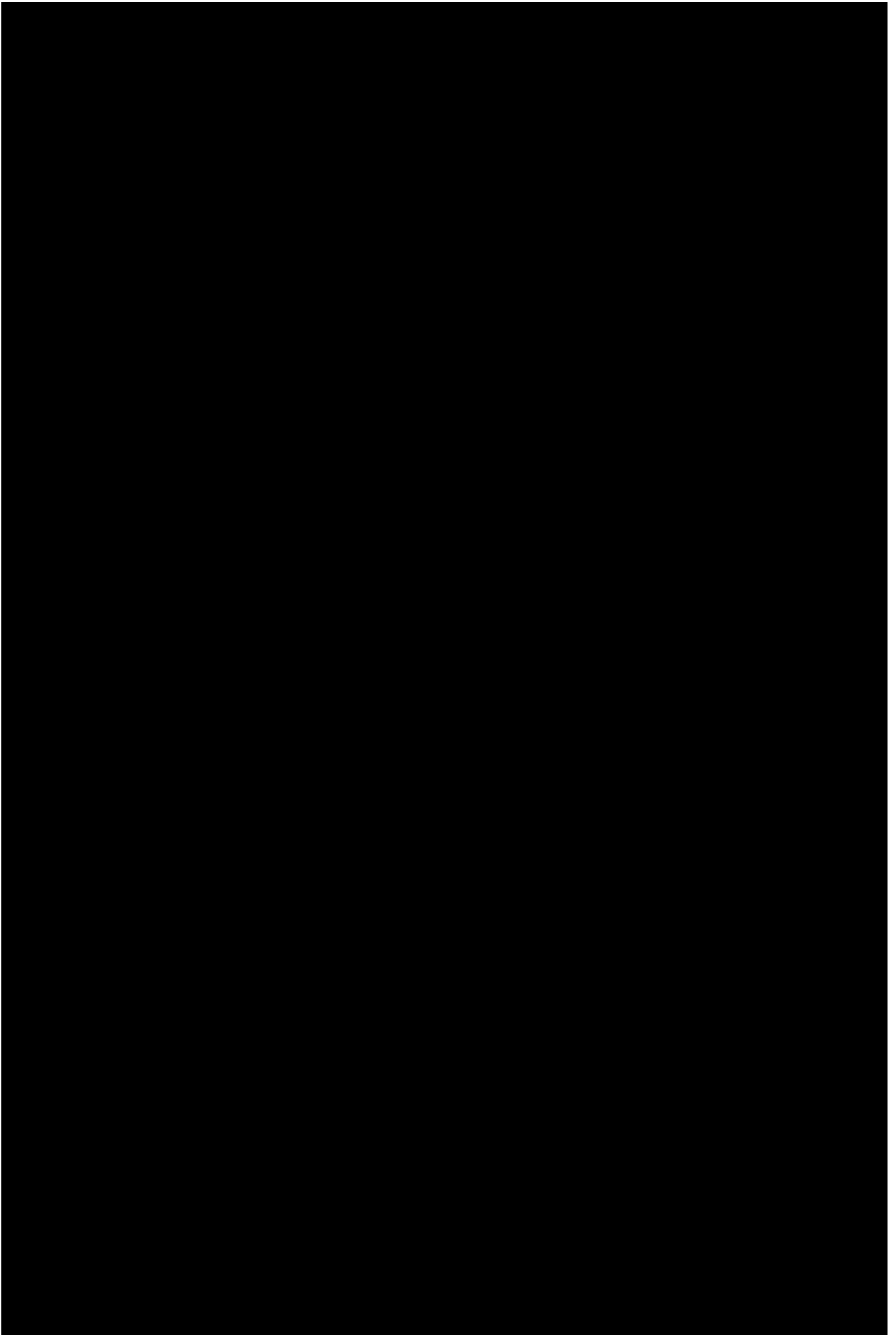


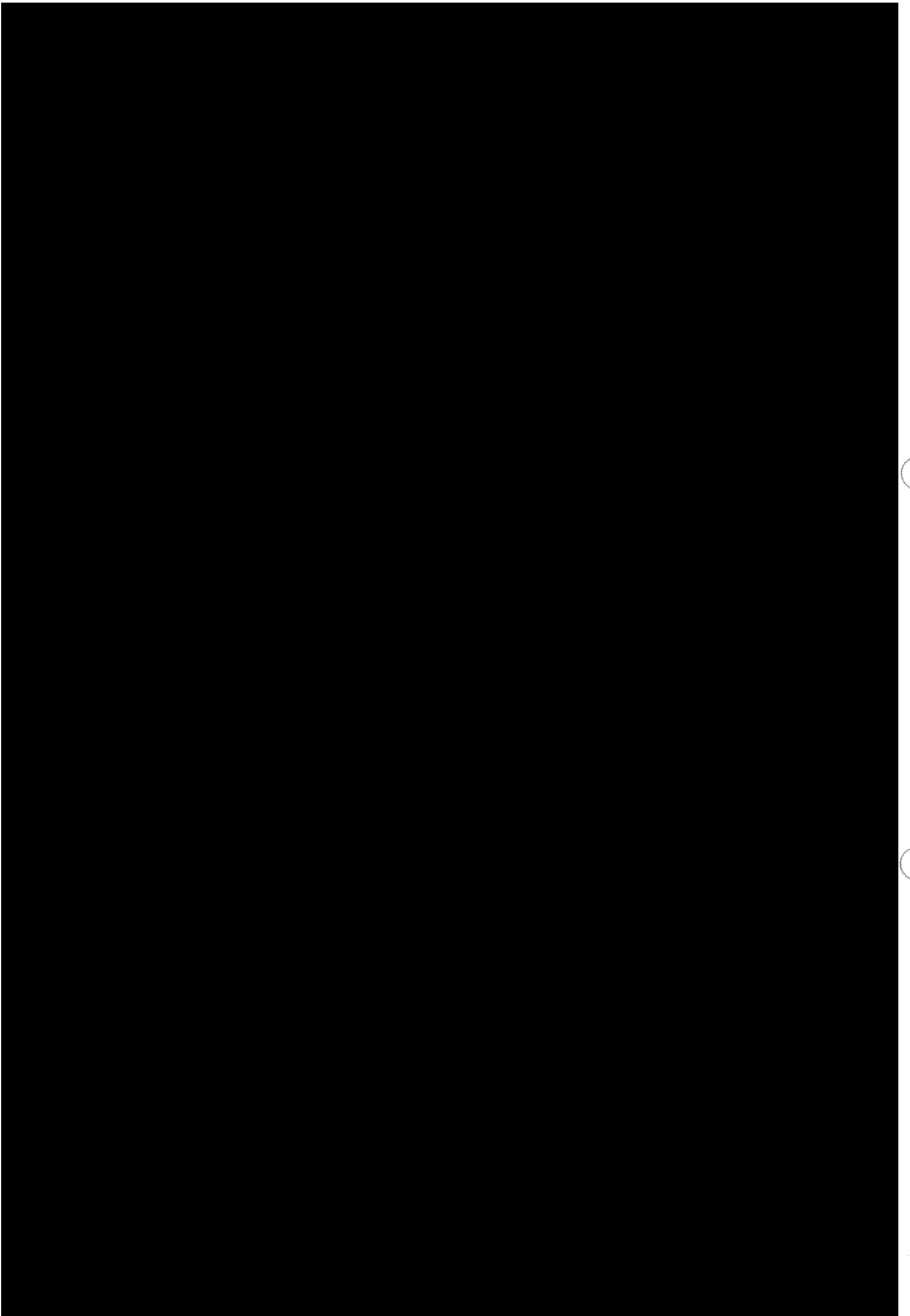


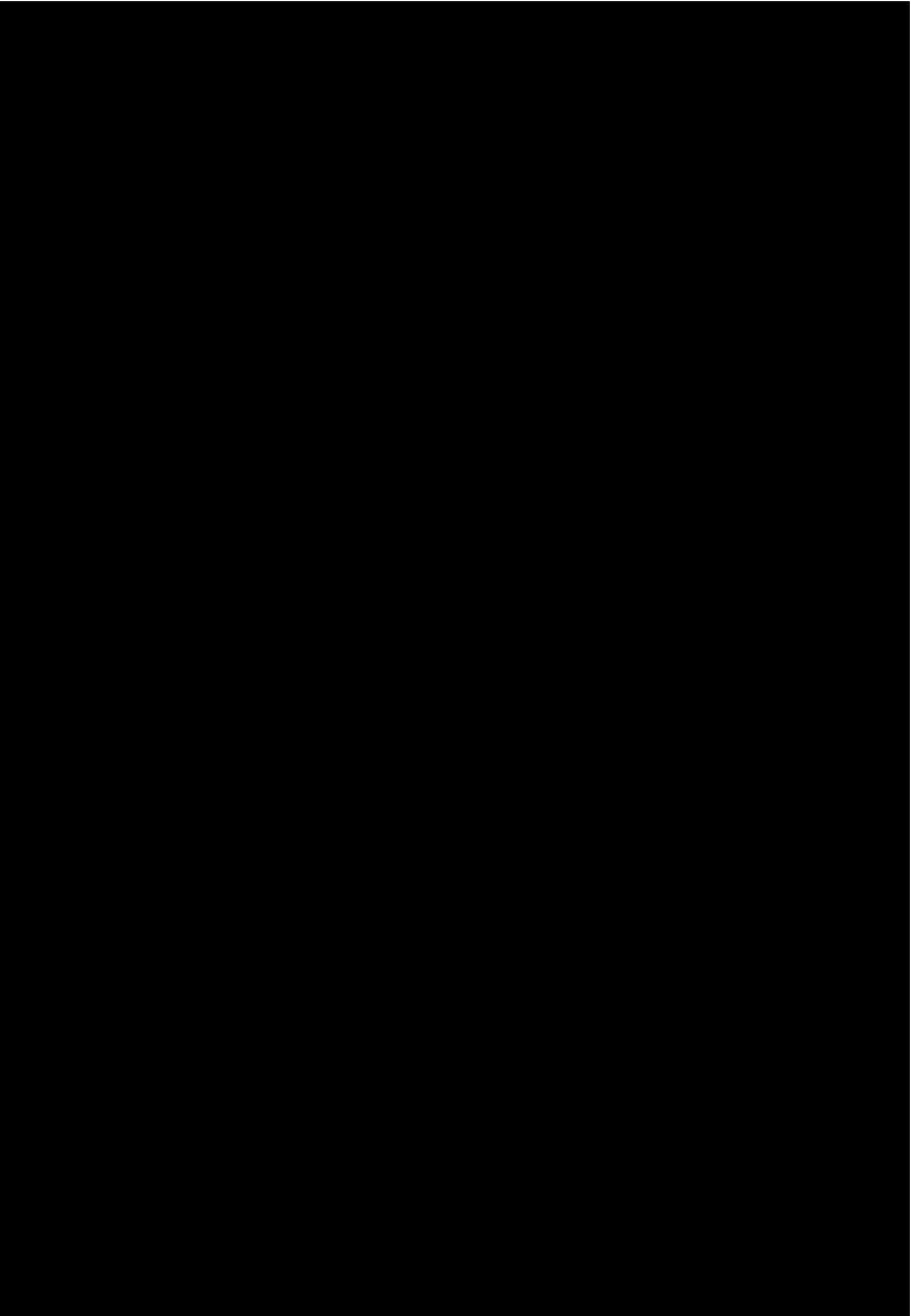


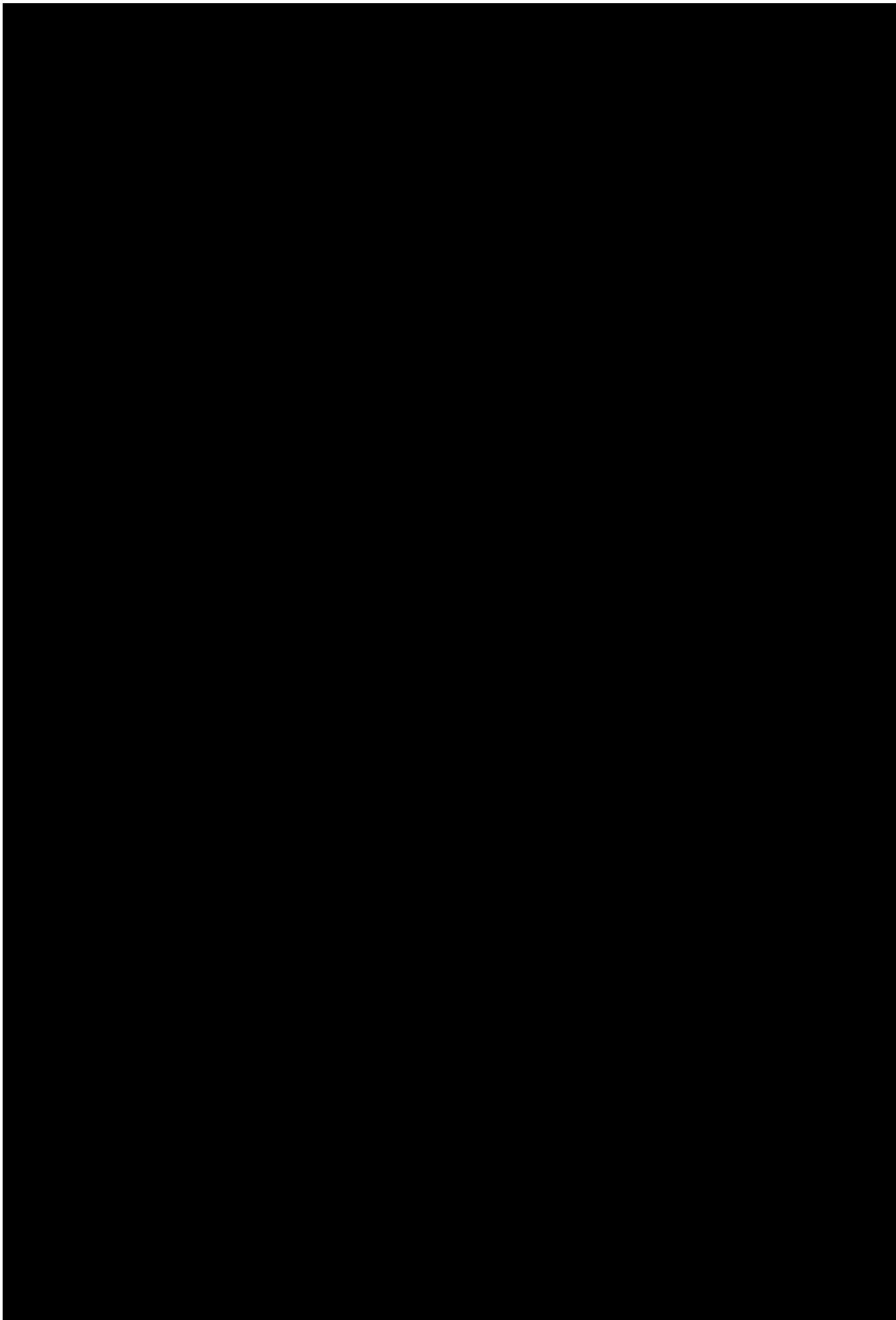












SCHEDULE F7. – COST PLAN REQUIREMENTS

(Clauses 1.1 and 10.16(c))

The Cost Plan must:

- (a) be prepared in accordance with AIQS Australian Cost Management Manual 2000 Volume 1, Appendix A1;
- (b) be developed using a Microsoft Excel spreadsheet, or other format as approved by the Principal's Representative;
- (c) provide the initial and current approved Target Cost by cost breakdown structure (at a summary and detailed level) which is aligned to the work breakdown structure used in the SSJ Contractor's Program and the subcontract packaging strategy (and consistent with the Sydney Metro 'Control Accounts Cost Breakdown' structure as incorporated in the Information Documents);
- (d) incorporate an assessment of contingency based on the [REDACTED] that the cost will not be exceeded to complete the SSJ Contractor's Activities;
- (e) detail all approved adjustments to the initial Target Cost;
- (f) detail the cost to date, forecast cost to complete, forecast cost at completion and monthly variance for each cost code within the cost breakdown structure;
- (g) for all Reimbursable Work, provide the unit, quantity and rate and total cost information by cost code; and
- (h) be submitted to the Principal's Representative in accordance with this Contract, in its native electronic file format (unsecured and in the original form), including the costs incurred in the previous month.